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TITLE 7—AGRICULTURE

Chapter III—Bureau of Entomology and Plant Quarantine

[B. E. P. Q.—Q. 64]

PART 301—DOMESTIC QUARANTINE NOTICES

MEXICAN FRUITFLY QUARANTINE

JULY 3, 1944.

Introductory note. The following revision of the Mexican fruitfly quarantine regulations provides for a harvest season for grapefruit, sweet limes, and "sour" and "bittersweet" oranges from September 1 through June 15 of each year for all the regulated area, and for a year-round harvest season for commercial varieties of sweet oranges, kumquats, tangelos, and all varieties of the mandarin group of oranges.

Under the former regulations the harvest season for fruitfly host fruits closed on April 30 except that the grapefruit harvest in three counties closed on the last day of February.

Persons operating a packing plant for fruit that is to be shipped interstate from the regulated area will now be required to obtain packers' permits, and permits for harvesting citrus fruits may also be required by the inspector.

Circular B. E. P. Q. 472 as revised effective September 25, 1941, specifying the type of sterilization treatments that are authorized, remains in effect.

Applications for permits should be made to the Bureau of Entomology and Plant Quarantine, 503 Rio Grande National Life Building, Harlingen, Tex.

Determination of the Secretary of Agriculture. The Secretary of Agriculture, having determined that it was necessary to quarantine the State of Texas to prevent the spread of an injurious insect known as the Mexican fruitfly (Anastrepha ludens Loew), new to and not theretofore widely prevalent or distributed within and throughout the United States, and having given the public hearing required by law, promulgated a revision of Notice of Quarantine No. 64 (§ 301.64, Part 301, Chapter III, Title 7), effective October 15, 1937, and of regulations supplemental thereto, effective October 16, 1939, governing the movement of fruits interstate from the State of Texas.

The Secretary has determined that it is necessary to revise the aforesaid regulations for the purpose of extending the harvesting season and to make other modifications.

Order of the Secretary of Agriculture. Pursuant to the authority conferred upon the Secretary of Agriculture by section 8 of the Plant Quarantine Act of August 20, 1912, as amended (7 U.S.C. 161), the subpart entitled "Mexican Fruitfly" of Part 301, Chapter III, Title 7, Code of Federal Regulations [B. E. P. Q.—Q. 64 as revised] is hereby revised to read as follows:

SUBPART—MEXICAN FRUITFLY

AUTHORITY: §§ 301.64 to 301.64–8 issued under sec. 8, 39 Stat. 1165, 44 Stat. 250; 7 U.S.C. 161.

§ 301.64 *Notice of quarantine.* Under the authority conferred by section 8 of the Plant Quarantine Act of August 20, 1912, as amended (7 U.S.C. 161), the Secretary of Agriculture quarantines the State of Texas to prevent the spread of the Mexican fruitfly (Anastrepha ludens Loew). Hereafter no fruits of any variety shall be shipped, offered for shipment to a common carrier, received for transportation or transported by a common carrier, or carried, transported, moved, or allowed to be moved interstate from the said quarantined State in manner or method or under conditions other than those prescribed in the rules and regulations hereinafter made or under such modification thereof as may be issued by the Chief of the Bureau of Entomology and Plant Quarantine as hereinafter provided: *Provided*, That the restrictions of this quarantine and of the rules and regulations supplemental thereto or modification thereof as hereinafter provided, may be limited to the areas in the State of Texas now, or which may hereafter be designated by the Secretary of Agriculture as regulated areas: *Provided further*, That such limitation of the restrictions to the regulated areas shall be

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NOTICE

The Cumulative Supplement to the Code of Federal Regulations, covering the period from June 2, 1938, through June 1, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at $3.00 per unit. The following are now available:

Book 1: Titles 1–3 (Presidential documents) with tables and index.
Book 2: Titles 4–9, with index.
Book 3: Titles 10–17, with index.
Book 4: Titles 18–25, with index.
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conditioned upon the said State providing for and enforcing such control measures with respect to such regulated areas, including the control of intrastate movement of host fruits from such areas, as in the judgment of the Secretary of Agriculture shall be deemed adequate to prevent the spread of the Mexican fruitfly therefrom to other parts of the State: *And provided further*, That, except as to extension or reduction of the regulated area, the Chief of the Bureau of Entomology and Plant Quarantine may modify by administrative instructions any of the restrictions of the regulations supplemental hereto when in his judgment such action is necessary to prevent the spread of the Mexican fruitfly.

Rules and Regulations

§ 301.64–1 *Definitions.* For the purpose of these regulations, the following words shall be construed respectively to mean:

(a) Mexican fruitfly: The insect known as the Mexican fruitfly (Anastrepha ludens Loew) in any stage of development.

(b) Regulated areas: The areas in the State of Texas now, or which may hereafter be, designated as such by the Secretary of Agriculture in accordance with the provisos of § 301.64 as revised.

(c) Host fruits: Fruits susceptible to infestation by the Mexican fruitfly, namely, mangoes, sapotas (including sapodillas and the fruit of all members of the family Sapotaceae and of the genus Casimiroa and all other fruits commonly called sapotas or sapotes), peaches, guavas, apples, pears, plums, quinces, apricotes, mameys, ciruelas, fruit of species of the genus Sargentia, and all citrus fruits except lemons and sour limes, together with any other fruits which may later be determined as susceptible.

(d) Harvesting season: A period during which host fruits are permitted to be harvested for shipment interstate.

(e) Host-free period: A period during which no host fruits are produced or permitted to exist within the regulated area except as provided in these regulations or under conditions prescribed by the Chief of the Bureau of Entomology and Plant Quarantine.

(f) Inspector: An inspector of the United States Department of Agriculture.

(g) Moved interstate: Shipped, offered for shipment to a common carrier, received for transportation or transported by a common carrier, or carried, transported, moved or allowed to be moved from the area designated as regulated in the State of Texas into or through any other State or Territory or District.

§ 301.64–2 *Regulated area.* In accordance with the provisos to § 301.64, the Secretary of Agriculture designates as regulated area the counties of Brooks, Cameron, Dimmit, Hidalgo, La Salle, Webb, and Willacy in the State of Texas, and that portion of Jim Wells County, Tex., lying south of Highway 141 and a line projected due west to the Jim Wells-Duval County line from the point where Highways 141 and 66 intersect.

§ 301.64–3 *Restrictions on interstate movement*—(a) *Permits required for citrus fruits.* Grapefruit, oranges, and other citrus fruits, except lemons and sour limes, shall not be moved interstate from a regulated area into or through any point outside thereof unless a shipping permit has been issued therefor by

the United States Department of Agriculture.

(b) *Movement of noncitrus host fruits prohibited.* Peaches, apples, pears, plums, quinces, apricots, mangoes, sapotas (see § 301.64–1 (c)), guavas, mameys, ciruelas, and fruits of species of the genus Sargentia shall not be moved interstate from the regulated area and no permits will be issued for such movement.

(c) *No restrictions on lemons, sour limes, and manufactured fruit products.* No restrictions are placed by these regulations on the interstate movement of lemons, sour limes, or products manufactured from host fruits.

(d) *Movement through regulated area.* No restrictions are placed by these regulations on the interstate movement of restricted fruits from an area not under regulation through a regulated area when such movement is on a through billing.

§ 301.64–4 *Conditions governing the issuance of shipping permits.* Permits for the interstate movement of grapefruit, oranges, and other restricted citrus fruits from the regulated area may be issued upon determination by the inspector that the proposed movement does not involve risk of spread of the Mexican fruitfly. Such determination will be based on compliance with the following conditions:

(a) *Grove inspection and sanitation.* The grove in which the fruit was produced shall be maintained in compliance with the host-free requirement provided in § 301.64–5 (a). The grove shall further be maintained in compliance with such other requirements as may be enforced by the State of Texas for the suppression of Mexican fruitfly infestation. Permits may be issued for the interstate movement of fruit produced only in such groves as have been inspected prior to the harvesting of the fruit concerned and have been found free from Mexican fruitfly infestation: *Provided*, That if a grove or portion thereof from which the fruit is to be shipped is within an infested zone established under § 301.64–5 (b), permits for the interstate shipment of such fruit may be issued only after the fruit has been sterilized or otherwise treated or handled in manner or by methods prescribed by the Chief of the Bureau of Entomology and Plant Quarantine.

(b) *Packing-house requirements.* Persons desiring to operate a packing plant for the purpose of shipping restricted citrus fruits from the regulated area shall apply for a packer's permit to the Bureau of Entomology and Plant Quarantine, Harlingen, Tex., and agree in writing to operate such plant in compliance with these regulations and the regulations of the Texas State Department of Agriculture, including those applying to sanitation requirements, harvesting, sterilization, packing, and shipping of restricted citrus fruits, and in addition shall maintain and make available for examination by authorized inspectors records of all receipts and sales or shipments of restricted citrus fruits.

(c) *Applications to harvest fruit.* Persons desiring to harvest citrus fruit within the regulated area for movement to points outside such area may be required to secure harvesting permits when in the judgment of the inspector the requirement of such permits is necessary to prevent the spread of the Mexican fruitfly, and when due notices to that effect has been given by the inspector. Applications for such permits, when required, shall show the kind and quantity of the citrus fruit it is proposed to harvest for movement, the location and ownership of the grove from which it will be harvested, and the location at which it will be packed for shipment. The permit issued by the inspector will include provisions needed to assure compliance with these regulations and the regulations of the Texas Department of Agriculture.

(d) *Containers.* Shipping permits will be issued for the interstate movement of only such fruit as is packed in containers customarily used in the regulated area for the commercial shipment of citrus fruits, and of such nature as will permit the inspector to identify the contents thereof.

(e) *Sterilization may be required.* Sterilization of host fruits in manner and by method prescribed by the Chief of the Bureau of Entomology and Plant Quarantine may be required as a condition for the issuance of permits for interstate movement thereof when in his judgement the shipments concerned might involve risk of spread of the Mexican fruitfly.

(f) *Destination limitations.* Permits may be limited as to destination and when so limited the fruits covered thereby shall not be moved interstate from the regulated area, directly or indirectly, either in the original containers or otherwise, to destinations other than those authorized in such permits, except to the usual diversion points for diversion to authorized destinations only.

(g) *Cancelation of permits.* Permits issued under these regulations may be withdrawn or canceled and further permits refused, whenever in the judgment of the Bureau of Entomology and Plant Quarantine, the further use of such permits might result in the dissemination of the Mexican fruitfly. After any such permit is withdrawn or has expired, the further use of any permit tags issued thereunder is prohibited.

§ 301.64–5 *Conditions required in the regulated area.* The interstate movement of grapefruit, oranges, and other restricted citrus fruit from the regulated area under permits issued by the United States Department of Agriculture will be conditioned on the State of Texas providing for and enforcing the following control measures in manner and by method approved by the United States Department of Agriculture, namely:

(a) *Harvesting season and host-free period.* The harvesting season of grapefruit, sweet limes, and "sour" and "bittersweet" oranges produced within the regulated area shall begin on the first day of September each year, and end at midnight on June 15 of the following year. A host-free period for these fruits shall be maintained each year beginning on the 16th day of June and continuing through the last day of August. The harvesting season of commercial varieties of sweet oranges, kumquats, tangelos, and all varieties of the mandarin group of oranges, shall extend throughout the year: *Provided*, That sterilization may be required as to any citrus fruits as specified in § 301.64–4 (e): *Provided further*, That the harvesting season and the host-free period in any regulated area shall be subject to such modification as to duration as may be authorized by the Chief of the Bureau of Entomology and Plant Quarantine.

Prior to the host-free period each year, all grapefruit, sweet limes, and "sour" and "bittersweet" oranges shall be removed from the trees for destruction, immediate shipment, or storage with adequate protection to prevent infestation, and all noncitrus host fruits shall be removed from the trees and either destroyed or stored with adequate protection to prevent infestation.

Other than those citrus fruits, the harvesting season for which extends throughout the year, no host fruits shall be permitted to remain on the trees within a regulated area at any time during the host-free period except fruit in an immature stage.

(b) *Infested zones.* Upon the determination of a Mexican fruitfly infestation within a regulated area, which in the judgment of the Chief of the Bureau of Entomology and Plant Quarantine constitutes a risk of spread of such fly, an infested zone to include part or all of one or several groves shall be designated by the State of Texas subject to approval by the United States Department of Agriculture and no host fruits in susceptible stages of maturity produced within such zone shall be shipped interstate except under the conditions specified in the proviso of § 301.64–4 (a).

Marking and Use of Permit

§ 301.64–6 *Marking requirements.* Every crate, box, or other container of host fruit moved interstate under these regulations shall have securely attached thereto a shipping permit issued under the provisions of § 301.64–4, and shall be subject to such other marking as may be required by the inspector.

Each shipment of six or more crates, boxes, or other containers of host fruit moved interstate under these regulations shall, in addition to the shipping permit on each such container, be accompanied by a master permit showing the number of containers and either license number and destination of the vehicle or the name, number, and destination of the freight car or other carrier, as the case may be.

§ 301.64–7 *Inspection in transit.* Any car, vehicle, basket, box, crate, or other container, moved interstate, which contains or which the inspector has probable cause to believe contains articles the movement of which is prohibited or restricted by these regulations, shall be subject to inspection by inspectors at any time or place.

§ 301.64–8 *Shipment for experimental or scientific purposes.* Fruits subject to restriction in these regulations may be moved interstate for experimental or scientific purposes, on such conditions

and under such safeguards as may be prescribed by the Chief of the Bureau of Entomology and Plant Quarantine. The container of fruits so moved shall bear, securely attached to the outside thereof, an identifying tag from the Bureau of Entomology and Plant Quarantine showing compliance with such conditions.

These revised rules and regulations shall be effective on and after July 3, 1944, and shall supersede the rules and regulations promulgated October 10, 1939.

Done at the city of Washington this 29th day of June 1944. Witness my hand and the seal of the United States Department of Agriculture.

[SEAL] GROVER B. HILL,
Acting Secretary of Agriculture.

[F. R. Doc. 44-9558; Filed, June 29, 1944; 3:29 p. m.]

Chapter X—War Food Administration (Production Orders)

[WFO 5, Amdt. 1]

PART 1206—FERTILIZER

DELIVERY AND USE OF FERTILIZER

Effective July 1, 1944, War Food Order No. 5 (formerly Food Production Order No. 5)[1] is hereby revised and amended in its entirety to read as follows:

The fulfillment of requirements for the defense of the United States will result in a shortage in the supply of fertilizer for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

Fertilizers for Farm Use

§ 1206.1 *Conditions of manufacture, delivery and use of fertilizers.* No fertilizer manufacturer, dealer or agent shall, subject to the exemptions provided herein, deliver for use on crops, and no person shall use on crops, in any of the States listed in Schedule I, attached hereto, any grades of fertilizer other than the grades designated in such schedule as applicable to the respective States listed therein, and where a grade is designated on such schedule as available only for a particular crop or purpose, such grade shall be delivered for use and used only on such crop or for such purpose. All fertilizers, whether mixed or unmixed materials, manufactured and delivered for general crop use, may be packaged only in units of 80 pounds or more net weight. Unapproved grades in bags in the hands of manufacturers, dealers or agents on June 30, 1944, are exempt from the foregoing provisions, as is their use by any person.

§ 1206.2 *Fertilizer ingredients for home mixing and direct application.* Each fertilizer manufacturer, dealer and agent shall make available to home mixers the same percentage of his 1944–45 supply of each fertilizer material as he delivered for such use from his 1940–41 or 1941–42 supply, whichever is greater. There shall be no discrimination against any customer who wishes to purchase fertilizer materials for inclusion in home mixtures.

§ 1206.3 *Permitted rate of application per acre.* The Director may fix the maximum rate of application per acre for use on any crop, and in connection therewith may, in his discretion, fix the maximum pounds of any individual fertilizer component to be applied per acre. In the absence of the exercise of this authority by the Director, no person shall use any fertilizer on any crop at a rate of application per acre in excess of (1) the rate recommended by the State Agricultural Experiment Station in the State concerned or (2) the rate customarily used in the area in which the crop is to be grown, whichever is greater.

§ 1206.4 *Maximum requirements.* The maximum requirement of any person for fertilizer for use on any crop shall be the acreage of the crop to be grown multiplied by the highest rate of application per acre permitted by § 1206.3. No person shall use or acquire any fertilizer in excess of his maximum requirements. No fertilizer manufacturer, dealer or agent shall deliver to any person any fertilizer for use on crops in excess of such person's maximum requirements.

§ 1206.5 *Distribution and delivery.* (a) No fertilizer manufacturer, dealer or agent, shall, in the year ending June 30, 1945, deliver to any person any fertilizer for use by such person on farm crops, unless an application or a purchase order has been executed clearly setting forth the grade and quantity of fertilizer desired, the crop upon which it is to be used, the rate of application per acre and the acreage to be fertilized. The purchaser shall be provided with a copy of the application or order.

(b) Each fertilizer manufacturer, dealer and agent, shall, during the 1944–45 season, make fertilizer available according to crop requirements in each geographical locality in which such manufacturer, dealer and agent made fertilizer available for use in the 1943–44 season, unless such manufacturer, dealer or agent has adequate proof that crop requirements for fertilizer in any such locality are being adequately provided by other manufacturers, dealers or agents.

Victory Gardens

§ 1206.6 *Victory garden fertilizer.* Fertilizer manufacturers, dealers or agents may deliver fertilizer for use on victory gardens in any State listed on Schedule I, in package of less than 80 pounds, only of the grade or grades designated in Schedule I for victory gardens in such State. Such fertilizer shall be labeled "Victory Garden Fertilizer—For Food Production Only." The grades so designated in Schedule I are recommended for use on victory gardens, but fertilizer of any approved grade for any State may be delivered, in packages of 80 pounds or more, for use on victory gardens in such State and may be labeled as indicated above. No person shall use on victory gardens any fertilizer delivered in violation of this section.

Fertilizer for Non-Food Use

§ 1206.7 *Fertilizer for non-food use—* (a) *Manufacture of specialty fertilizer.* During the year ending June 30, 1945, each fertilizer manufacturer may manufacture only one grade of mixed specialty fertilizer for sale in any particular State under his own brand and registration, and only one grade of such fertilizer for any other person who purchases it for resale in any particular State under his brand and registration. Such grade need not be an approved grade, but it must contain at least 16 units of available plant food, in terms of nitrogen, phosphoric acid and potash. Any fertilizer material eligible for direct sale may also be delivered as a specialty fertilizer. No manufacturer, however, shall use in specialty fertilizers (straight or mixed), during the year ending June 30, 1945, quantities of nitrogen and potash in excess of the quantities of such materials used by him for specialty fertilizer purposes in the year ending June 30, 1942, or the year ending June 30, 1943, whichever is greater; and, with respect to nitrogen, no manufacturer shall use in specialty fertilizers a quantity of insoluble organics in excess of the quantity of such material used by him for specialty fertilizer purposes during the year ending June 30, 1944.

(b) *Use of specialty fertilizer.* No fertilizer manufacturer, dealer or agent shall deliver for use, and no person shall use, on lawns, parks, golf courses, cemeteries, roadsides, and the non-commercial production of flowers, bulbs, shrubs, trees, or other ornamental plants, any fertilizer other than specialty fertilizer.

(c) *Use of fertilizer for the commercial production of flowers, bulbs, shrubs, trees, and ornamental plants.* Fertilizer of any approved grade and specialty fertilizer may be delivered for use and used on the commercial production of flowers, bulbs, shrubs, trees, and ornamental plants. However, no fertilizer manufacturer, dealer or agent shall deliver any fertilizer to any person, and no person shall use any fertilizer, for such purposes in excess of the quantity of fertilizer, in terms of nitrogen and potash, used by such person for such purposes during the year ending June 30, 1942, or the year ending June 30, 1943, whichever is greater.

Exemptions

§ 1206.8 *Exemptions.* Notwithstanding any other provisions of this order:

(a) *Deliveries to fertilizer manufacturers.* Any person may deliver fertilizer or fertilizer materials to a fertilizer manufacturer for use in the manufacture of mixed fertilizer.

(b) *Deliveries to armed forces.* Fertilizer manufacturers, dealers or agents may deliver any quantity of fertilizer for use in establishing and maintaining grass and other vegetation at Air Force Stations of the United States Army, Navy, Marine Corps and Coast Guard, and at other military installations for establishing and maintaining grass and other vegetation, where such is certified, in the case of the Army, by the Division Engineer, or, in the case of the Navy, Marine Corps and Coast Guard, by the Agronomist, Bureau of Aeronautics, Navy Department, as essential for training activities, operations or health.

(c) *Deliveries for experimental purposes to educational institutions.* Any fertilizer may be delivered to and used by educational institutions or publicly owned agricultural institutions for experimental purposes.

(d) *Starter fertilizers.* Nothing herein shall be construed to prohibit the manufacture or delivery of starter fertilizers in pressed tablet form, or in a completely soluble form.

Miscellaneous Provisions

§ 1206.9 *Records and reports.* Each fertilizer manufacturer, dealer and agent who delivers fertilizers to any person, other than a manufacturer, dealer or agent, shall keep a record of each such delivery involving a quantity of over 250 pounds, showing the person to whom delivery was made, the date of delivery, and the quantity of fertilizer materials or grade of mixed fertilizer. (For this purpose, the taking of fertilizer by a manufacturer, dealer or agent for use on his own crops shall be treated as a delivery.) Such records shall be retained for a period of two years. Applications or purchase orders received by manufacturers, dealers or agents pursuant to paragraph (a) of § 1206.5 shall also be retained for a period of two years. In addition, the Director shall be entitled to obtain such information from, and require such reports and the keeping of such other records by, any person, as may be necessary or appropriate, in the Director's discretion, to the enforcement or administration of the provisions of this order.

§ 1206.10 *Directions.* Each person affected by this order shall comply with such directions as may be issued from time to time by the Director with respect to the quantities, grades and kinds of mixed fertilizers to be manufactured and with respect to the delivery and use of any fertilizers.

§ 1206.11 *State regulations.* Nothing contained in this order shall be construed to permit the delivery or use of any grade of fertilizer in any State where the use or delivery of such grade in such State is specifically prohibited by such State.

§ 1206.12 *Federal Explosives Act.* Nothing contained in this order shall be construed to supersede or affect in any manner whatsoever the licensing and other requirements of the Federal Explosives Act of December 26, 1941 (55 Stat. 863), as amended, and the regulations issued thereunder by the Bureau of Mines of the United States Department of the Interior.

§ 1206.13 *Definitions.* For the purposes of this order:

(a) "Fertilizer" means any material used as a plant food containing one or more of the following: nitrogen, phosphorus, or potassium, excluding, however, unprocessed animal and poultry manure, peat, humus and basic slag.

(b) "Grade" means the minimum guaranteed plant food content of any fertilizer expressed in percentages of its principal plant food components in the following order: nitrogen, available phosphoric acid and available potash.

(c) "Approved grade" means any grade of fertilizer listed in Schedule I attached hereto.

(d) "Rate of application per acre" means the total pounds of fertilizer applied per acre. Where single-strength or multiple-strength grades are substituted, one for the other, the pounds of fertilizer shall be increased or decreased in accordance with the nitrogen, phosphoric acid and potash content of the grades used and replaced.

(e) "Victory garden" means any garden planted primarily for the non-commercial production of vegetables and small fruits.

(f) "Specialty fertilizer" means any fertilizer which is prepared for use on lawns, shrubbery, trees, flowers, bulbs, parks and parkways, malls and roadsides, cemeteries, golf courses, trees, and other ornamental plants.

(g) "Fertilizer manufacturer" means any person who manufactures or mixes fertilizer for sale.

(h) "Dealer" means any person, other than a fertilizer manufacturer, who purchases fertilizer for resale.

(i) "Agent" means any person, other than a fertilizer manufacturer, who receives fertilizer on a consignment basis for sale.

(j) "Person" means any individual, partnership, association, business trust, corporation, or any organized group of persons whether incorporated or not. The term "person" shall also include the United States or any agency thereof, and a State or any political subdivision or agency thereof.

(k) "State" means any of the 48 States and the District of Columbia.

(l) "Director" means the Director of the Office of Materials and Facilities of the War Food Administration.

§ 1206.14 *Audits and inspections.* The Director shall be entitled to make such audit or inspection of the books, records and other writings, premises or stocks of fertilizer of any persons, and to make such investigations, as may be necessary or appropriate, in the Director's discretion, to the enforcement or administration of the provisions of this order.

§ 1206.15 *Petition for relief from hardship.* Any person affected by this order who considers that compliance herewith would work an exceptional and unreasonable hardship on him may apply in writing for relief to the Director, setting forth in such petition all pertinent facts and the nature of the relief sought. The Director may thereupon take such action as he deems appropriate, which action shall be final.

§ 1206.16 *Violations.* In accordance with the applicable procedure, any person who violates any provision of this order may be prohibited from receiving, making any deliveries of, or using fertilizer. In addition, any person who wilfully violates any provision of this order is guilty of a crime and may be prosecuted under any and all applicable laws. Further, civil action may be instituted to enforce any liability or duty created by, or to enjoin any violation of, any provision of this order.

§ 1206.17 *Delegation of authority.* The administration of this order and the powers vested in the War Food Administrator, insofar as such powers relate to the administration of this order, are hereby delegated to the Director. The Director is authorized to redelegate to any employee of the United States Department of Agriculture any or all of the authority vested in him by this order.

§ 1206.18 *Territorial application of order.* This order shall have application only in the 48 States and the District of Columbia of the United States.

§ 1206.19 *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless instructions to the contrary are issued by the Director, be addressed to the Director, Office of Materials and Facilities, War Food Administration, Washington 25, D. C., Ref. WFO-5.

NOTE: All record keeping requirements of this order have been approved by, and subsequent reporting and record keeping requirements will be subject to the approval of the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(54 Stat. 676, 55 Stat. 236, 56 Stat. 176; E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 30th day of June, 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

SCHEDULE I—FERTILIZER GRADES FOR 1944–1945

GRADES APPLICABLE TO ALL STATES

Nitrate of soda	[1] 16–0–0
By-product nitrate of soda	[1] 14–0–0
Nitrate of potash	14–0–14
Sulphate of ammonia	20 (or higher) –0–0
Cyanamid	20 (or higher) –0–0
Uramon	42–0–0
Ammoniated superphosphate	4 (or higher) –16 (or higher) –0
Ammonium phosphate	11–48–0
Ammonium phosphate-sulphate	16–20–0
Cal-nitro	20 (or higher) –0–0
A–N–L	20 (or higher) –0–0
Ammonium nitrate	[2] 30 (or higher) –0–0
Potassium nitrate	14–0–44 (or higher)
Superphosphate	[1] 0–18 (or higher)–0
Muriate of potash	[1] 0–0–50 (or higher)
Sulphate of potash	0–0–48 (or higher)
Manure salts	0–0–22 (or higher)
Sulphate or potash magnesia	0–0–18 (or higher)
Potash lime	0–0–6
Ground phosphate rock	Any Grade
Colloidal phosphate	Any Grade
Cotton hull ash	Any Grade
Wood ash	Any Grade
Straight carriers of organic nitrogen	[1] Any Grade

[1] This grade is designated for use on victory gardens in conformity with the provisions of § 1206.6, but is not limited to such use.

[1] 8 F.R. 14649, 9 F.R. 632, 2593, 4319.

Maine: 0–10–20; 0–14–14; 4–12–4; 4–12–8; 4–12–16; 5–7–10; 5–8–7 [1]; 5–10–5 [2]; 5–10–10; 6–9–15; 7–7–7.

New Hampshire: 0–10–20; 0–14–14; 4–12–4; 4–12–8; 4–12–12; 4–12–16; 5–8–7 [1]; 5–10–5 [2]; 5–10–10; 6–3–6 [3]; 7–7–7.

Vermont: 0–10–20; 0–14–14; 4–12–4; 4–12–8; 4–12–16; 5–8–7 [1]; 5–10–5 [2]; 5–10–10; 6–3–6 [3]; 7–7–7.

Massachusetts: 0–10–20; 0–14–14; 4–10–02 [1]; 4–12–4; 4–12–8; 4–12–16; 5–3–5 [1 2]; 5–5–15 [2]; 5–8–7 [1]; 5–10–5 [2]; 5–10–10; 6–3–6 [3]; 7–7–7.

Rhode Island: 0–10–20; 0–14–14; 4–12–4; 4–12–8; 4–12–16; 5–8–7 [1]; 5–10–5 [2]; 5–10–10; 7–7–7.

Connecticut: 0–10–20; 0–14–14; 4–10–0 [4]; 4–12–4; 4–12–8; 4–12–16; 5–3–5 [1 2]; 5–5–15 [2]; 5–8–7 [1]; 5–10–5 [2]; 5–10–10; 6–3–6 [3]; 7–7–7.

Unless prohibited hereinabove, multiples (higher analyses with the same ratio) of the foregoing approved grades may be manufactured and delivered.

[1] No multiples permitted.
[2] Victory garden fertilizer.
[3] Tobacco only.
[4] Tobacco plant beds only.

MIDDLE ATLANTIC AREA

New York: 0–10–20; 0–12–12; 8–9–12; 3–9–15; 3–12–6; 4–8–12; 4–12–4; 4–12–8; 5–10–5 [1]; 5–10–10; 7–7–7.

Pennsylvania: 0–12–12; 0–14–7; 3–9–12; 3–9–15; 3–12–6; 4–8–12; 4–12–4; 4–12–8; 4–12–12; 5–10–5; [1] 5–10–10; 7–7–7; 10–6–4.

New Jersey: 0–12–12; 0–14–7; 3–9–12; 3–9–15; 3–12–6; 4–8–12; 4–12–4; 4–12–8; 5–10–5; [1] 5–10–10; 7–7–7; 10–6–4.

Delaware: 0–12–12; 0–14–7; 2–12–12; 3–9–12; 3–9–15; 3–12–6; 4–8–12; 4–12–4; 4–12–8; 5–10–5; [1] 5–10–10; 6–8–6; 7–7–7; 10–0–10; 10–6–4.

Maryland and the District of Columbia: 0–10–20; 0–12–12; 0–14–7; 2–12–12; 3–9–12; 3–9–15; 3–12–6; 4–8–12; 4–12–4; 4–12–8; 5–10–5; [1] 5–10–10; 6–8–6; 7–7–7; 10–0–10; 10–6–4.

Virginia: 0–12–12; 0–14–7; 2–10–6; [2] 2–12–12; 3–8–5; [2] 3–9–6; [1] 3–9–9; 3–9–12; 3–12–6; [4] 4–9–3; [2] 4–10–6; 4–12–4; 4–12–8; 5–5–20; [1] 5–10–5; [1] 6–8–6; 7–7–7; [4] 10–0–10; 10–6–4.[5]

West Virginia: 0–12–12; 0–14–7; 3–12–6; 4–12–4; 4–12–8; 5–10–5; [1] 5–10–10; 7–7–7; 10–6–4.

Multiples (higher analyses with the same ratio) of the foregoing approved grades may be manufactured and delivered.

[1] Victory garden fertilizer.
[2] Tobacco only.
[3] Tobacco plant beds only.
[4] Top dressing only.
[5] Fruit only.

SOUTHWESTERN AREA

Northern Carolina: 0–8–16 (basic 500 lbs.); 0–12–12 (basic 300 lbs.); 0–14–7; 2–10–6; [1] 2–12–12; 3–8–5; [1] 3–9–6; [2] 3–9–9; 3–9–12; 3–12–6; 4–8–8; 4–9–3; [3] 4–10–6; 4–12–4; 5–5–20; [1] 5–10–5; [3] 5–7–5; 6–8–6; 10–0–10.

South Carolina: 0–12–12; 0–14–7; 3–9–6; [1] 3–9–9; 3–9–12; 3–12–6; 4–8–8; 4–9–3; [3] 4–10–6; 4–12–4; 4–12–12; 5–10–5; [3] 5–10–10; 6–8–6; 6–9–3; 7–7–7.

Georgia: 0–14–7; 0–14–10; 2–12–6; 3–9–6; 3–9–9; 3–12–6; 4–4–8; [1] 4–8–6; 4–8–8; 4–9–3; [2] 4–10–6; 4–12–4; 5–10–5; [3] 6–8–6; 6–8–8; 10–0–10.

Alabama: 0–14–10; 3–9–9; [1] 4–10–4; 4–10–7; 5–10–5; [4] 6–8–4; 6–8–8.

Mississippi: 0–14–7; 4–8–8; 5–10–5; [3] 6–8–4; 6–8–8.

Tennessee: 0–12–12; 0–14–4; 0–14–7; 2–12–6; 3–9–6; 4–8–8; 4–8–12; 4–12–4; 5–5–10; 5–10–5; [3] 6–8–4; 7–7–7; 8–5–5; 10–6–4.

[1] Tobacco only.
[2] Tobacco beds only.
[3] Victory garden fertilizer.
[4] Victory garden fertilizer only.

FLORIDA AREA

Florida: 0–8–12; 0–8–24; 0–10–10; 0–12–16; 0–14–5; 0–14–10; 0–16–0 plus mn; 2–8–6; 2–8–10; 2–10–4; 3–6–8; 3–6–10; 3–8–5; 3–8–8; 4–4–8; 4–5–7; 4–6–8; 4–7–5; 4–8–4; 4–8–6; 4–8–8; 4–9–3; 4–10–7; 4–12–4; 4–12–6; 5–5–8; 5–6–10; 5–7–5; 5–8–8; 5–10–5; [1] 6–4–8; 6–6–6; 8–0–8; 8–0–12; 12–0–10.

[1] Victory garden fertilizer only.

WEST SOUTH CENTRAL AREA

Arkansas: 0–10–20; 0–12–12; 0–14–7; 3–9–18; 3–12–6; 4–8–8; 4–12–4; 5–10–5 [1]; 6–8–4; 6–8–12; 8–8–8; 10–6–4.

Louisiana: 0–12–12; 0–14–7; 3–12–12; 4–8–8; 4–12–4; 4–12–8; 5–10–5 [1]; 6–8–4; 6–8–8; 6–9–6; 8–8–8; 9–6–9; 10–0–10; 10–6–4; 12–8–0.

Texas: 0–14–7; 4–8–8; 4–10–0; 4–12–4; 5–10–5 [1]; 6–8–4; 6–12–0; 6–30–0 [2]; 10–10–0; 10–20–0; 12–15–0.

Oklahoma: 0–14–7; 2–12–6; 4–12–0; 4–12–4; 5–10–5.[3]

Multiples (higher analyses with the same ratio) of the foregoing approved grades may be manufactured and delivered.

[1] Victory garden fertilizer.
[2] Pan Handle and West Texas only.

MIDDLE WEST AREA

Illinois: 0–9–27; 0–10–20; 0–12–12; 0–14–7; 0–20–10; 0–20–20; 2–12–6; 3–9–18; 3–12–12; 3–18–9; 4–12–4 [1]; 4–12–8; 8–8–8; 10–6–4.

Indiana: 0–6–18 [2]; 0–9–27; 0–10–20; 0–12–12; 0–14–7; 0–20–10; 0–20–20; 2–12–6; 3–9–18; 3–12–12; 3–18–9; 4–12–4 [1]; 4–12–8; 8–8–8; 10–6–4.

Iowa: 0–9–27; 0–10–20; 0–12–12; 0–14–7; 0–14–14; 0–20–10; 0–20–20; 2–12–6; 2–16–8; 3–9–18; 3–12–12; 3–18–9; 4–12–4 [1]; 4–12–8; 4–16–4; 8–8–8; 10–6–4.

Minnesota: 0–9–27; 0–10–20; 0–12–12; 0–12–24; 0–12–36; 0–14–7; 0–20–10; 0–30–16; 0–20–20; 2–12–6; 2–16–8; 3–9–18; 3–12–12; 3–18–9; 4–12–4 [1]; 4–12–8; 4–24–12; 4–16–16; 6–12–18; 8–8–8; 8–16–12; 10–6–4.

Ohio: 0–9–27; 0–10–20; 0–12–12; 0–14–7; 0–20–10; 0–20–20; 2–12–6; 3–9–18; 3–12–12; 3–18–9; 4–12–4; [1] 4–12–8; 5–10–10; 8–8–8; 10–6–4.

Wisconsin: 0–6–18; [2] 0–9–27; 0–10–20; 0–12–12; 0–14–7; 0–14–14; 0–20–10; 0–20–20; 2–12–6; 3–9–18; 3–12–12; 3–18–9; 4–12–4 [1] 4–12–8; 6–6–18; 8–8–8; 10–6–4.

Michigan: 0–6–18; [2] 0–9–27; 0–10–20; 0–12–12; 0–14–7; 0–14–14; 0–20–10; 0–20–20; 2–12–6; 3–9–18; 3–12–12; 3–18–9; 4–12–4; [1] 4–12–8; 4–16–4; 8–8–8; 10–6–4.

Missouri: 0–10–20; 0–12–12; 0–14–7; 0–20–10; 0–20–20; 2–12–6; 3–9–18; 3–12–12; 3–18–9; 4–12–4; [3] 4–12–8; 5–10–10; 8–8–8; 10–6–4.

Kentucky: 0–12–12; 0–14–7; 0–20–10; 0–20–20; 2–12–6; 3–9–6; 3–12–12; 3–18–9; 4–12–0; [4] 4–12–4; [3] 4–12–8; 5–10–10; 6–8–6; 8–8–8; 10–6–4.

[1] Victory garden fertilizer only.
[2] To contain 700 pounds NaCl per ton.
[3] Victory garden fertilizer.
[4] Tobacco plant beds only.

PACIFIC COAST AREA

Arizona: 4–8–0 (manure base only); 4–12–4; 4–19–5; 6–10–4 [1]; 6–12–0; 6–18–0; 8–8–0; 8–12–0; 8–16–0; 10–10–0; 10–20–0; 10–38–0; 14–6–0.

California: 0–10–8; 0–10–12; 2–10–8; 4–6–8; 4–10–10; 4–12–4; 4–18–18; 5–12–5; 5–14–9; 6–9–6; 6–10–4 [1]; 6–12–8; 6–16–6; 8–0–12; 8–6–8; 8–9–4; 8–10–12; 10–5–5; 10–5–10; 10–10–0; 10–10–5; 10–12–10; 10–16–8; 10–20–0; 12–0–14; 12–6–0; 14–0–8; 15–8–4; 17–7–0.

Oregon: 0–12–20; 3–10–10; 3–10–20; 4–12–4; 4–12–8; 5–6–8; 5–10–10; 5–10–20; 6–10–4 [1]; 6–30–0; 10–10–0; 10–10–5; 10–16–8; 10–20–0; 12–12–0; 17–12–0; 17–4–4.

Washington: 0–12–20; 3–10–10; 3–10–20; 4–12–4; 4–12–8; 5–6–8; 5–10–10; 5–10–20; 6–10–4 [1]; 6–30–0; 10–10–0; 10–10–5; 10–16–8; 10–20–0; 12–12–0; 17–12–0; 17–4–4.

Idaho: 0–12–20; 3–10–10; 3–10–20; 4–12–4; 4–12–8; 5–6–8; 5–10–10; 5–10–20; 6–10–4 [1]; 6–12–0; 6–30–0; 10–10–0; 10–10–5; 10–16–8; 10–20–0; 12–12–0; 17–12–0; 17–4–4.

[1] Victory garden fertilizer.

[F. R. Doc. 44–9610; Filed, June 30, 1944; 12:03 p. m.]

[WFO 12]

PART 1206—FERTILIZER

ORGANIC NITROGENOUS MATERIAL

Effective July 1, 1944, War Food Order No. 12 (formerly Food Production Order No. 12 [1] is hereby revoked: *Provided, however,* That Food Production Order No. 8,[2] which was revoked by War Food Order No. 12, shall not be deemed to be revived by this revocation: *Provided, further,* That said War Food Order No. 12 shall be deemed to be in full force and effect for the purpose of sustaining any suit, action or other proceeding with respect to any violation thereof, or right accrued or liability incurred thereunder.

(54 Stat. 676, 55 Stat. 236, 56 Stat. 176; E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 30th day of June 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 44–9609; Filed, June 30, 1944; 12:03 p. m.]

[1] 8 F.R. 15419, 9 F.R. 2939, 4319.
[2] 8 F.R. 1826.

[WFO 105]

PART 1206—FERTILIZER

USE OF EDIBLE OILSEED MEAL IN FERTILIZER

The fulfillment of requirements for the defense of the United States will result in a shortage in the supply of edible oilseed meal for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 1206.700 *Use of edible oilseed meal in fertilizer*—(a) *Acquisition.* During the period from July 1, 1944, to June 30, 1945, no person shall acquire any edible oilseed meal for fertilizer purposes unless specifically authorized to do so by the Director. Applications for such authorization shall be filed with the Director on or before September 30, 1944. The maximum quantity of edible oilseed meal which any person may be authorized to acquire for fertilizer purposes shall be the same proportion of the total quantity of edible oilseed meal made available for fertilizer purposes as the proportion which such person used for fertilizer purposes of the total quantity used by all applicants for such purposes during the period July 1, 1941, to June 30, 1942. In making an application the applicant shall inform the Director of the quantity of edible oilseed meal used by him for fertilizer purposes during the period July 1, 1941, to June 30, 1942, unless such information has previously been filed with the Director pursuant to the provisions of War Food Order No. 12 (formerly Food Production Order No. 12)[1]. The Director's authorization, serially numbered, will be issued in writing upon approval of the application. No processor, jobber or other person shall deliver any edible oilseed meal to any person for fertilizer purposes other than a person duly authorized to acquire such meal pursuant to the provisions of this order.

(b) *Inedible oilseed meal of edible type.* No processor, jobber or other person shall transfer or deliver any inedible oilseed meal of edible type for fertilizer purposes without first having obtained authorization to do so from the Director. To obtain such authorization the processor, jobber or other person shall apply to the Director in writing, setting forth the type and quantity of such oilseed meal, and an explanation of why it is considered inedible. The authorization will be issued by the Director upon approval.

(c) *Records and reports.* Each person affected by this order shall maintain for at least two years accurate records of his acquisitions and deliveries of edible oilseed meal and inedible oilseed meal of edible type for fertilizer purposes showing the quantities and types acquired from or delivered to each person. In addition, the Director shall be entitled to obtain such information from, and require such reports and the keeping of such additional records by, any person, as may be necessary or appropriate, in the Director's discretion, to the enforcement or administration of the provisions of this order.

(d) *Definitions.* For the purposes of this order:

(1) "Edible oilseed meal" means cottonseed oil meal or cake, soybean oil meal or cake, peanut oil meal or cake, and linseed oil meal or cake of merchantable quality for feeding purposes.

(2) "Inedible oilseed meal of edible type" means an oilseed meal that ordinarily is edible, but because of taste, color or chemical change, is unfit for feeding.

(3) "Person" means any individual, partnership, corporation, association, business trust or any organized group of persons whether incorporated or not. The term "person" shall also include the United States or any agency thereof and a State or any political subdivision or agency thereof.

(4) "Processor" means a person who produces or processes oilseed meal.

(5) "Jobber" means any person who imports, or purchases from a processor or importer, oilseed meal for transfer to fertilizer manufacturers or other persons.

(6) "Director" means the Director of the Office of Materials and Facilities of the War Food Administration.

(e) *Audits and inspections.* The Director shall be entitled to make such audit or inspection of the books, records and other writings, premises or stocks of edible oilseed meal or inedible oilseed meal of edible type, of any person, and to make such investigations, as may be necessary or appropriate, in the Director's discretion, to the enforcement or administration of the provisions of this order.

(f) *Petition for relief from hardship.* Any person affected by this order who considers that compliance herewith would work an exceptional and unreasonable hardship on him may apply in writing for relief to the Director, setting forth in such petition all pertinent facts and the nature of the relief sought. The Director may thereupon take such action as he deems appropriate, which action shall be final.

(g) *Violations.* In accordance with the applicable procedure, any person who violates any provision of this order may be prohibited from receiving, making any deliveries of, or using edible oilseed meal or inedible oilseed meal of edible type. In addition, any person who wilfully violates any provision of this order is guilty of a crime and may be prosecuted under any and all applicable laws. Further, civil action may be instituted to enforce any liability or duty created by, or to enjoin any violation of, any provision of this order.

(h) *Delegation of authority.* The administration of this order and the powers vested in the War Food Administrator, insofar as such powers relate to the administration of this order, are hereby delegated to the Director. The Director is authorized to redelegate to any employee of the United States Department of Agriculture any or all of the authority vested in him by this order.

(i) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless instructions to the contrary are issued by the Director, be addressed to the Director, Office of Materials and Facilities, War Food Administration, Washington 25, D. C., Ref. WFO 105.

(j) *Effective date.* This order shall become effective July 1, 1944.

NOTE: All reporting and record keeping requirements of this order have been approved by, and subsequent reporting and record keeping requirements will be subject to the approval of, Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(54 Stat. 676, 55 Stat. 236, 56 Stat. 176; E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 30th day of June 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 44–9611; Filed, June 30, 1944; 12:03 p. m.]

[1] 8 F.R. 1826.

Chapter XI—War Food Administration (Distribution Orders)

[WFO 81, Amdt. 2]

PART 1440—ESSENTIAL OILS

OIL OF PEPPERMINT

War Food Order No. 81, as amended (8 F.R. 12525, 9 F.R. 152, 4321, 4319), is further amended by deleting therefrom the provisions of § 1440.1 (d) (2) and inserting, in lieu thereof, the following:

(2) During the period from June 30, 1944, to September 30, 1944, inclusive, any person may, in addition to the quantity which such person may acquire under his quota for the current year ending September 30, 1944, make advance acquirements of oil of peppermint only in a total amount not in excess of 50 percent of his quota of oil of peppermint hereunder for the year beginning on October 1, 1944; but any such advance acquirement of oil of peppermint is not to be considered as increasing a person's quota for the current year or for the year beginning on October 1, 1944, and any such advance acquirement of oil of peppermint shall be subject, in all respects, to the restrictions of this order. Except as authorized in the preceding sentence, the total acquirements of oil of peppermint by any person (either personally, or through an agent, or bailee) during any year, as defined in (a) (9) hereof, shall not, when added to the amount of oil of peppermint which he had on hand (either personally, or through an agent, or bailee) unused at the beginning of that year, except as provided in (e) hereof, exceed his quota of oil of peppermint for such year. Any person may, however, carry on hand at any one time, in addition to the amount authorized hereinabove in this paragraph, a stock of oil of peppermint sufficient to meet his requirements for the next succeeding 90 days in manufacturing products for delivery to or for the account of the agencies or persons listed or referred to in (f) hereof: *Provided,* That the Director may, if he shall deem it desirable to do so at any time, specify the amount of oil of peppermint which any such person may carry on hand for such non-quota use, in which event the amount so specified by the Director shall be the maximum amount which may be carried on hand for that purpose.

This order shall become effective at 12:01 a. m., e. w. t., June 30, 1944. With respect to violations of said War Food Order No. 81, as amended, rights accrued, liabilities incurred, or appeals taken under said order, as amended, prior to the effective time of the provisions hereof, all provisions of War Food Order No. 81, as amended, in effect prior to the effective time hereof shall be deemed to continue in full force and effect for the purpose of sustaining any proper suit, action; or other proceeding with respect to any such violation, right, liability, or appeal.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 28th day of June 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 44–9535; Filed, June 29, 1944; 12:15 p. m.]

[WFO 33, Rev.]

PART 1460—FATS AND OILS

TERMINATION OF REQUIRED RECOVERIES OF GLYCERINE

War Food Order No. 33, as amended (8 F.R. 17397, 9 F.R. 4319), is hereby terminated.

This order shall become effective at 12:01 a. m., e. w. t., June 29, 1944.

With respect to violations, rights accrued, liabilities incurred, or appeals taken under War Food Order No. 33, as amended, prior to said date, all provisions of said War Food Order No. 33, as amended, shall be deemed to remain in full force and effect for the purpose of sustaining any proper suit, action, or

other proceeding with respect to any such violation, right, liability, or appeal.

Issued this 28th day of June 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 44-9534; Filed, June 29, 1944; 12:15 p. m.]

TITLE 26—INTERNAL REVENUE

Chapter I—Bureau of Internal Revenue

Subchapter A—Income and Excess-Profits Taxes

[T. D. 5382]

PART 19—INCOME TAX UNDER THE INTERNAL REVENUE CODE

TAXATION OF COMPENSATION FOR PERSONAL SERVICES RENDERED FOR A PERIOD OF FIVE YEARS OR MORE

Regulations 103 (part 19, Title 26, Code of Federal Regulations, 1940 Supp.) are amended as follows:

Section 19.107–1, as amended by Treasury Devision 5220, approved February 2, 1943, is further amended to read as follows:

§ 19.107–1 *Tax on compensation received in taxable years beginning in 1939 and 1940 for personal services rendered over extended period.* Where, in any taxable year beginnig after December 31, 1938, and before January 1, 1941, an individual receives compensation for personal services rendered by him, either in his individual capacity or as a member of a partnership, over a period of five calendar years or more from the beginning to the completion of such services, the tax attributable to the amount of such compensation shall, for the taxable year in which such compensation is received, not exceed the aggregate of the taxes attributable to such compensation had it been received in equal portions in each of the years included in the period during which the services were rendered.

With respect to compensation received in taxable years beginning after December 31, 1938, and before January 1, 1941, section 107 is applicable only where at least 95 per cent of the total compensation for such services is paid on or after their completion. It is immaterial when the personal services are rendered provided a period of at least five years elapses during the period from the beginning to the completion of the services. For example, an individual beginning his services on July 13, 1934, and completing them on July 18, 1939, meets such requirement, since the period of his services covers a period of at least five years.

The first step in determining whether the limitation in section 107 relative to the amount of tax is applicable is the computation of the amount of tax for the current taxable year attributable to the compensation received in such year for services rendered over the required period. The tax attributable to such compensation is the difference between the tax for such taxable year computed with the inclusion of such compensation in gross income and the tax for such taxable year computed without including such compensation in gross income.

The next step is to compute the tax attributable to such compensation for each of the taxable years, including the current taxable year, within which falls one or more days included in the period of service, as if the compensation had been received daily. The amount of the tax attributable to such compensation for each such taxable year is the difference between the tax for such year computed with the inclusion of an allocable portion of such compensation in gross income and the tax for such year computed without including any part of such compensation in gross income. The portion of the compensation allocable to each such taxable year is an amount equal to the entire amount of such compensation received in the current taxable year, divided by the number of days included within the period of service, and multiplied by the number of such days falling within the particular taxable year.

The tax for the current taxable year shall be the tax for such year computed without including the compensation for personal services subject to section 107 in gross income, plus the amount of tax for such taxable year attributable to such compensation, computed in accordance with the second preceding paragraph, or the sum of the taxes attributable to such compensation, had it been received in equal portions for each day included in the period of service, computed in accordance with the preceding paragraph, whichever is the smaller.

The method of allocating compensation for personal services to the taxable years in which falls all or part of any of the years within the period of service may be illustrated by the following example, in which the taxpayer makes his returns on the cash receipts and disbursements basis:

Example. A, an individual who keeps his books and makes his income tax returns on the calendar year basis, performed personal services for the period which began on July 13, 1934 and ended on July 18, 1939, for which he received $109,920 on September 1, 1939. For the purpose of determining whether the aggregate of the taxes attributable to the $109,920 compensation, had it been received in equal portions in each of the years included in the period of service, is less than the tax attributable to such compensation for the taxable year 1939, $60 ($109,920 divided by 1,832) must be allocated to each of the days included within the period of service. That part of the compensation attributable to 1934 is $10,320 (172 times $60); to 1935 is $21,900 (365 times $60); to 1936 is $21,960 (366 times $60); to 1937 and 1938 is $21,900 each (365 times $60); and to that part of 1939 during which the personal services were performed is $11,940 (199 times $60).

(Sec. 62 of the Internal Revenue Code (53 Stat. 32; 26 U.S.C., 62))

[SEAL] JOSEPH D. NUNAN, Jr.,
Commissioner of Internal Revenue.

Approved: June 28, 1944.

JOHN L. SULLIVAN,
Acting Secretary of the Treasury.

[F. R. Doc. 44-9565; Filed, June 29, 1944; 4:47 p. m.]

Subchapter D—Employment Taxes

[T. D. 5383]

PART 400—EXCISE TAX ON EMPLOYERS UNDER TITLE IX OF THE SOCIAL SECURITY ACT

PART 403—EXCISE TAX ON EMPLOYERS UNDER THE FEDERAL UNEMPLOYMENT TAX ACT

FEDERAL UNEMPLOYMENT TAX

Regulations 90, such regulations as made applicable to the Internal Revenue Code by Treasury Decision 4885, and Regulations 107, amended to conform to sections 601 and 602 of the Revenue Act of 1943. Credit against the tax imposed by Title IX of the Social Security Act for the calendar years 1936, 1937, and 1938, and the tax imposed by the Federal Unemployment Tax Act (subchapter C, chapter 9, Internal Revenue Code) for the calendar year 1939 and subsequent calendar years, for contributions paid into State unemployment funds.

PARAGRAPH A. *Credit against tax for 1936, 1937, and 1938.* In order to conform Regulations 90 (Part 400, Title 26, Code of Federal Regulations), relating to the excise tax on employers under Title IX of the Social Security Act, to section 602 of the Revenue Act of 1943 (Public Law 235—78th Congress), enacted February 25, 1944, such regulations are amended as follows:

(1) Section 400.203, (Title 26, Code of Federal Regulations) (article 203), relating to persons liable for the tax for the calendar year 1936, 1937, or 1938, is amended by striking out the second sentence of the last paragraph together with the parenthetical cross reference to § 400.211 (article 211) following such sentence, and by inserting in lieu therof the following:

However, if he is subject to such a State law, he may be entitled to certain credits against the tax. See § 400.211 and § 400.212.

(2) Immediately preceding § 400.211, as amended by Treasury Decision 5088 (Title 26, Code of Federal Regulations, 1941 Supp.) (article 211), relating to credit against the tax for the calendar year 1936, 1937, or 1938 for contributions paid, the following is inserted:

SECTION 602 (a) OF THE REVENUE ACT OF 1943. *Allowance of credit against tax for 1936, 1937, and 1938.* Against the tax imposed by section 901 of the Social Security Act for the calendar year 1936, 1937, or 1938, any taxpayer shall be allowed credit (if credit is not allowable under section 902 of such Act) for the amount of contributions paid by him into an unemployment fund under a State law—

(1) Without regard to the date of payment, to the extent hereinafter provided in this subsection;

(2) Without regard to the date of payment, with respect to wages paid after September 19, 1939;

(3) Without regard to the date of payment, if the assets of the taxpayer were, at any time during the period August 11, 1939, to October 8, 1939, inclusive, or the period October 9, 1940, to December 6, 1940, inclusive, or the period September 21, 1941, to November 18, 1941, inclusive, in the custody or control of a receiver, trustee, or other fiduciary appointed by, or under the control of, a court of competent jurisdiction.

The provisions of the Social Security Act in force prior to February 11, 1939 (except the provision limiting the credit to amounts paid before the date of filing returns), shall apply to allowance of credit under this subsection; except that the amount of credit against the tax for the calendar year 1936, 1937, or 1938, for contributions paid after December 6, 1940, shall not (unless the credit is allowable on account of paragraph (2) or (3)) exceed 90 per centum of the amount which would have been allowable as credit on account of such contributions had they been paid before the last day upon which the taxpayer was required under section 905 of such Act to file a return for such year. The terms used in this subsection shall have the same meaning as when used in title IX of such Act prior to February 11, 1939. The total credit allowable against the tax imposed by section 901 of such Act for the calendar year 1936, 1937, or 1938 shall not exceed 90 per centum of such tax.

(3) Section 400.211, as amended by Treasury Decision 5088 (Title 26, Code of Federal Regulations, 1941 Supp.) (article 211), relating to credit against the tax for the calendar year 1936, 1937, or 1938 for contributions paid, is further amended to read as follows:

§ 400.211 *Credit against tax for calendar year 1936, 1937, or 1938 for contributions paid*—(a) *In general.* Subject to the limitations hereinafter prescribed in paragraphs (b), (c), (d), and (e), the taxpayer may credit against the tax for the calendar year 1936, 1937, or 1938 the total amount of contributions paid by him under all State laws which have been found by the Social Security Board to contain the provisions specified in section 903 (a) of the Social Security Act: *Provided*, That no credit may be taken for contributions under a State law if such State has not been duly certified for the calendar year to the Secretary by the Social Security Board.

(b) *Limitation on total credit allowable.* The total credit allowed to any taxpayer for contributions paid to State unemployment funds with respect to employment during any one year shall not exceed 90 percent of the tax against which such credit is applied. See § 400.212 (d) (3), relating to the aggregate limitation on the credit against the tax for the calendar year 1938 in case an additional credit is taken under section 909 of the Social Security Act.

(c) *Limitation on services with respect to which credit is allowable.* Contributions must have been paid with respect to employment as defined in section 907 (c) of the Social Security Act, that is, with respect to services performed by an employee within the United States and not excepted by such Act. See §§ 400.206 to 400.206 (7), inclusive.

(d) *Limitation on the taxable year in which services are performed.* Contributions must have been paid with respect to services performed during the calendar year covered by the return.

(e) *Limitation on amount of credit allowable based on time when contributions are paid*—(1) *In general.* Contributions paid into a State unemployment fund at any time may be credited against the tax, but the amount of the credit is dependent upon the time when the contributions are paid. The amount of the credit shall be determined in accordance with subparagraph (2), (3), (4), (5), (6), or (7), below, whichever is applicable, subject, however, to the limitation on the total credit set forth in paragraph (b), above. Although contributions paid at any time may be credited against the tax, no refund or credit of the tax based on credit for contributions paid will be allowed unless the contributions are paid prior to the expiration of four years after the payment of the tax. For provisions relating to the statutory period of limitations applicable to refund or credit of the tax, see § 400.503 (c).

(2) *Amount of credit allowable when contributions are paid before last day for filing return.* Contributions paid into a State unemployment fund before the last day upon which the return for the taxable year is required to be filed may be credited against the tax in an amount equal to such contributions, but not, however, to exceed 90 percent of such tax. (The last day for filing the return is January 31 next following the close of the taxable year unless the time for filing the return is extended. See §§ 400.303, 400.304, 400.305.

(3) *Amount of credit allowable when contributions are paid on or after last day for filing return but before December 7, 1940.* Contributions paid into a State unemployment fund on or after the last day upon which the return for the taxable year is required to be filed but before December 7, 1940, may be credited against the tax in the same amount that would have been allowable as credit had such contributions been paid before such last day. See § 400.503a, relating to refund, credit, or abatement of the tax based on credit for contributions paid.

(4) *Amount of credit allowable when contributions are paid after December 6, 1940.* Contributions paid into a State unemployment fund after December 6, 1940, may be credited against the tax in an amount not to exceed 90 percent of the amount which would have been allowable as credit on account of such contributions had they been paid before the last day upon which the return for the taxable year was required to be filed. See, however, subparagraphs (5) and (6), below, for special provisions relating respectively to credit for contributions paid where taxpayers' assets were in the custody or control of certain fiduciaries and to credit for contributions paid with respect to wages paid after September 19, 1939. See also subparagraph (7), below, relating to the payment of contributions to the wrong State. For provisions relating to refund, credit, or abatement of the tax based on credit for contributions paid, see § 400.503a.

(5) *Amount of credit allowable when taxpayers' assets are in custody or control of certain fiduciaries.* This subparagraph applies to those cases in which the assets of the taxpayer were, at any time during the period August 11, 1939, to October 8, 1939, inclusive, or the period October 9, 1940, to December 6, 1940, inclusive, or the period September 21, 1941, to November 18, 1941, inclusive, in the custody or control of a receiver, trustee, or other fiduciary appointed by, or under the control of, a court of competent jurisdiction. In such cases contributions paid into a State unemployment fund at any time may, notwithstanding the provisions of subparagraph (4), above, be credited against the tax in the same amount that would have been allowable as credit had the contributions been paid before the last day upon which the return for the taxable year was required to be filed.

(6) *Amount of credit allowable when wages are paid after September 19, 1939, for employment during 1936, 1937, or 1938.* This subparagraph applies to contributions with respect to wages paid after September 19, 1939, for employment during the calendar year 1936, 1937, or 1938. Such contributions paid into a State unemployment fund at any time may, notwithstanding the provisions of subparagraph (4), above, be credited against the tax in the same amount that would have been allowable as credit had the contributions been paid before the last day upon which the return for the taxable year was required to be filed.

(7) *Amount of credit allowable when contributions are paid to wrong State.* Contributions paid into the unemployment fund of a State which are required under the unemployment compensation law of that State, with respect to remuneration on the basis of which the taxpayer had, prior to such payment, erroneously paid an amount as contributions under another unemployment compensation law, shall be deemed to have been made at the time of the erroneous payment. If, by reason of such other law, the taxpayer was entitled to cease paying contributions with respect to services subject to such other law, the payment into the proper fund shall be deemed to have been made on the date the return for the taxable year was actually filed under section 905 of the Social Security Act.

(f) *Contributions.* The term "contributions" for purposes of credit against the tax means payments required to be made by an employer pursuant to a State law into the unemployment fund of such State, to the extent that such payments are made by the employer without any part thereof being deducted or deductible from the wages of individuals in his employ. Notwithstanding the provision limiting the term to payments required by a State law, the term also includes so much of any payments made as contributions for the calendar year 1936 or 1937 into the unemployment fund of a State which payments are held by the highest court of such State not to be required payments under the unemployment compensation law of such State, as are not returned to the taxpayer.

(g) *Refund of State contributions.* If, subsequent to the filing of the return, a refund is made by a State to the taxpayer of any part of his contributions which had been credited against the tax, the taxpayer is required to advise the Commissioner under oath of the date and amount of such refund and the reason therefor, and to pay the tax, if any, due as a result of such refund, together with interest from the date when the tax was due.

(4) Section 400.212, as amended by Treasury Decision 4876 (Title 26, Code of Federal Regulations, 1938 Supp.) (article 212) relating to the additional

credit against the tax for the calendar year 1938, is further amended as follows:

(A) By striking out the first sentence of paragraph (a) and inserting in lieu thereof the following:

In addition to the credit against the tax allowable for contributions actually paid to State unemployment funds (see § 400.211), the taxpayer may be entitled to a further credit under section 909.

(B) By striking out the second sentence of paragraph (d) (1), together with the parenthetical cross reference to article 211 following such sentence, and by inserting in lieu thereof the following:

If the State law does not make provision for such a lower rate, no additional credit is available to the taxpayer and he can take only the credit allowable for contributions actually paid. See § 400.211.

(C) By striking out paragraph (d) (3) and inserting in lieu thereof the following:

(3) The aggregate of such additional credit and the credit allowable for contributions actually paid to State unemployment funds shall not exceed 90 percent of the tax against which credit is taken.

(5) Section 400.213 (a), added by Treasury Decision 4876 (Title 26, Code of Federal Regulations, 1938 Supp.) (article 213 (a)), relating to proof of the credit allowable under section 902 of the Social Security Act against the tax for the calendar year 1936, 1937, or 1938, is amended as follows:

(A) By striking out the heading of the paragraph and inserting in lieu thereof the following:

(a) *Credit for contributions paid.*

(B) By striking out subparagraph (3) and inserting in lieu thereof the following:

(3) Such other or additional proof as the Commissioner may deem necessary to establish the right to the credit.

(6) Section 400.503 (Title 26, Code of Federal Regulations) (article 503), relating to refund and credit of taxes erroneously collected with respect to the calendar year 1936, 1937, or 1938, is amended as follows:

(A) By striking out paragraph (c) and inserting in lieu thereof the following:

(c) No refund or credit will be allowed after the expiration of four years after the payment to the collector of the tax, penalty, interest, or addition to the tax, except upon one or more of the grounds set forth in a claim filed prior to the expiration of such four-year period. A claim based on credit for contributions paid into a State unemployment fund shall not be considered as setting forth a sufficient ground within the meaning of this article unless the contributions, with respect to which credit is claimed, are paid prior to the filing of the claim. The amount of the refund or credit shall not exceed the portion of the tax, penalty, interest, or addition to the tax paid during the four years immediately preceding the filing of the claim for refund or credit, or if no claim was filed, then during the four years immediately preceding the allowance of the refund or credit.

(B) By striking out paragraph (d) and inserting in lieu thereof the following:

(d) A claim which does not comply with the requirements of this section will not be considered for any purpose as a claim for refund or credit.

(7) Immediately preceding § 400.503a, added by Treasury Decision 4812 (Title 26, Code of Federal Regulations, 1938 Supp.) (article 503½), as amended by Treasury Decision 5088 (1941 Supp.), relating to refund, credit or abatement of the tax for the calendar year 1936, 1937, or 1938 based on credit for contributions paid, the following is inserted:

SECTION 602 (c) OF THE REVENUE ACT OF 1943.

Refund, credit, or abatement. (1) Refund or credit of the tax (including penalty and interest collected with respect thereto, if any), based on any credit allowable under this section, may be made in accordance with the provisions of law applicable in the case of erroneous or illegal collection of the tax (including statutes of limitations). No interest shall be allowed or paid on the amount of any such credit or refund.

(2) Any claim for refund or credit, with respect to the tax (including penalty and interest collected with respect thereto, if any) imposed by section 901 of the Social Security Act * * *, based on credit for contributions, which has been disallowed prior to the date of enactment of this Act, the allowance of which would be considered erroneous under section 3774 (b) or section 3775 (b) of the Internal Revenue Code, shall nevertheless be allowable if otherwise allowable under this section * * *.

(3) Notwithstanding the acceptance of an offer in compromise prior to the date of enactment of this Act with respect to any tax (or penalty or interest in connection therewith) imposed by section 901 of the Social Security Act * * *, any claim for refund, credit, or abatement with respect to the tax (including penalty and interest collected with respect thereto, if any) imposed by * * * such Acts, based on credit for contributions, shall be allowable if otherwise allowable under this section * * *.

(4) On and after the date of the enactment of this Act no refund, credit, or abatement shall be allowed based on any credit allowable under section 701 of the Revenue Act of 1941.

(8) Section 400.503a added by Treasury Decision 4812 (Title 26, Code of Federal Regulations, 1938 Supp.) (article 503½), as amended by Treasury Decision 5088 (1941 Supp.) relating to refund, credit, or abatement of the tax for the calendar year 1936, 1937, or 1938 based on credit for contributions paid, is further amended to read as follows:

§ 400.503a *Refund, credit, or abatement of tax for calendar year 1936, 1937, or 1938, based on credit against such tax for contributions paid*—(a) *In general.* If the tax for the calendar year 1936, 1937, or 1938, against which an amount is allowable as credit under section 602 (a) of the Revenue Act of 1943 for contributions paid, has been paid without the benefit of such credit, the taxpayer shall be entitled to a refund or credit of the tax equal to the amount of such allowable credit for contributions paid. The taxpayer shall also be entitled to a refund or credit of the amount of interest or penalty, if any, collected from him with respect to the tax refunded or credited. See, however, § 400.503 (c), relating to the statutory period of limitations applicable to such refund or credit. No interest shall be allowed or paid by the Government on the amount of any such refund or credit. Every claim for such refund or credit shall be made on Form 843 in accordance with the provisions of this section and § 400.503, relating to refund and credit of taxes erroneously collected. A claim which does not comply with these requirements wil not be considered for any purpose as a claim for refund or credit.

On and after February 25, 1944, no refund, credit, or abatement shall be allowed based on any credit allowable under section 701 of the Revenue Act of 1941. Nor shall any refund, credit, or abatement be allowed, on or after September 20, 1941, based on any credit allowable under section 810 of the Revenue Act of 1938, section 902 (a) of the Social Security Act Amendments of 1939, or section 701 of the Second Revenue Act of 1940.

(b) *Special cases; claim disallowed or liability compromised.* Section 602 (c) (2) of the Revenue Act of 1943 provides that, even though refund or credit, with respect to the tax (including penalty and interest collected with respect thereto, if any) for the calendar year 1936, 1937, or 1938, based on credit for contributions, would be considered erroneous under section 3774 (b) of the Internal Revenue Code (in case of a claim for refund) or under section 3775 (b) of the Internal Revenue Code (in case of a claim for credit) by reason of the disallowance by the Commissioner of the claim for such refund or credit and the failure of the claimant to bring suit for the recovery of the tax prior to the expiration of the statutory period of limitation for bringing suit therefor, the Commissioner may nevertheless allow such refund or credit if (1) the claim therefor was filed prior to the expiration of the statutory period of limitation for filing the claim, (2) such claim was disallowed prior to February 25, 1944, and (3) such refund or credit is otherwise allowable under section 602 of the Revenue Act of 1943.

Section 602 (c) (3) of the Revenue Act of 1943 provides that, notwithstanding the acceptance of an offer in compromise prior to February 25, 1944, with respect to the tax (or penalty or interest in connection therewith) for the calendar year 1936, 1937, or 1938, the Commissioner may nevertheless allow any refund, credit, or abatement with respect to such tax (including penalty and interest collected with respect thereto, if any), based on credit for contributions, if such refund, credit, or abatement is otherwise allowable under section 602 of the Revenue Act of 1943. In such case the amount of the refund, credit, or abatement shall be determined as though an offer in compromise had not been accepted, except that any amount paid by the taxpayer under the compromise agreement shall be treated as a payment on account of the tax (including penalty and interest in connection therewith, if any).

The allowance of any such refund, credit, or abatement shall be subject to the provisions of paragraph (a) of this section.

PAR. B. *Credit against tax for 1939.* In order to conform Regulations 90 (Part 400, Title 26, Code of Federal Regulations), only as made applicable to the Internal Revenue Code by Treasury Decision 4885 (Chapter I, note, of such Title 26, 1939 Supp.), to sections 601 and 602 of the Revenue Act of 1943 (Public Law 235—78th Congress), enacted February 25, 1944, such regulations are amended as follows:

(1) Section 400.1 (l) added by Treasury Decision 4953 (Title 26, Code of Federal Regulations, 1939 Supp.), (article 1 (l) defining the term "Federal Unemployment Tax Act" for the purposes of the regulations for the calendar year 1939, is amended by striking out the first sentence and inserting in lieu thereof the following:

The term "Federal Unemployment Tax Act" means subchapter C of chapter 9 of the Internal Revenue Code, as amended by sections 608, 609, 610, 611, 612, 613, and 615 of the Social Security Act Amendments of 1939 and by section 601 of the Revenue Act of 1943.

(2) Section 400.2 (a), added by Treasury Decision 4953 (Title 26, Code of Federal Regulations, 1939 Supp.) (article 2 (a)) relating to the scope of the regulations for the calendar year 1939, is amended by striking out the first sentence and inserting in lieu thereof the following:

These regulations relate to the excise tax on employers of eight or more employees for the calendar year 1939 imposed under the Federal Unemployment Tax Act (subchapter C of chapter 9 of the Internal Revenue Code, which superseded Title IX of the Social Security Act with respect to the tax for such year and subsequent years), as amended by sections 608, 609, 610, 611, 612, 613, and 615 of the Social Security Act Amendments of 1939 and by section 601 of the Revenue Act of 1943.

(3) Section 400.203, as amended by Treasury Decision 4931 and by Treasury Decision 4953 (Title 26, Code of Federal Regulations, and 1939 Supp.) (article 203), relating to persons liable for the tax for the calendar year 1939, is further amended by striking out the second sentence of the last paragraph, together with the parenthetical cross reference to §§ 400.211a and 400.212 following such sentence, and by inserting in lieu thereof the following:

However, if he is subject to such a State law, he may be entitled to certain credits against the tax. See §§ 400.211a and 400.212.

(4) Immediately preceding § 400.211a, added by Treasury Decision 4953 (Title 26, Code of Federal Regulations, 1939 Supp.) (article 211 (1)), as amended by Treasury Decision 5088 (1941 Supp.), relating to credit against the tax for the calendar year 1939 for contributions paid, the following is inserted:

SECTION 601 (A) OF THE REVENUE ACT OF 1943.

Section 1601 (a) (3) (relating to the time within which contributions are required to be paid in order to be allowable as credit) is amended to read as follows:

(3) The credit against the tax for any taxable year shall be permitted only for contributions paid on or before the last day upon which the taxpayer is required under section 1604 to file a return for such year; except that credit shall be permitted for contributions paid after such last day, but such credit shall not exceed 90 per centum of the amount which would have been allowable as credit on account of such contributions had they been paid on or before such last day.

SECTION 602 (b) OF THE REVENUE ACT OF 1943.

*Allowance of credit against tax for 1939 * * * where assets in control of court.* Against the tax imposed by the Federal Unemployment Tax Act for the calendar year 1939 * * *, any taxpayer shall be allowed credit for the amount of contributions paid by him into an unemployment fund under a State law, without regard to the date of payment, if the assets of the taxpayer were, at any time during the period from the last day upon which the taxpayer was required under section 1604 of the Federal Unemployment Tax Act to file a return of the tax against which credit is claimed to June 30 next following such last day, inclusive, or (in the case of credit against the tax for the calendar year 1939) the period October 9, 1940, to December 6, 1940, inclusive, or the period September 21, 1941, to November 18, 1941, inclusive, * * * in the custody or control of a receiver, trustee, or other fiduciary appointed by, or under the control of, a court of competent jurisdiction. The provisions of the Federal Unemployment Tax Act (except section 1601 (a) (3)) * * * shall apply to allowance of credit under this subsection. The terms used in this subsection shall have the same meaning as when used in the Federal Unemployment Tax Act. The total credit allowable against the tax imposed by such act for the calendar year 1939 * * * shall not exceed 90 per centum of such tax.

(5) Section 400.211a, added by Treasury Decision 4953 (Title 26, Code of Federal Regulations, 1939 Supp.) (article 211 (1)), as amended by Treasury Decision 5088 (1941 Supp.), relating to credit against the tax for the calendar year 1939 for contributions paid, is further amended to read as follows:

§ 400.211a *Credit against tax for calendar year 1939 for contributions paid*—(a) *In general.* Subject to the limitations hereinafter prescribed in paragraphs (b), (c), and (d), the taxpayer may credit against the tax for the calendar year 1939 the total amount of contributions paid by him under all State laws which have been found by the Social Security Board to contain the provisions specified in section 1603 (a) of the Federal Unemployment Tax Act: *Provided*, That no credit may be taken for contributions under a State law if such State has not been duly certified for the calendar year to the Secretary by the Social Security Board. The contributions may be credited against the tax whether or not they are paid with respect to employment as defined in the Federal Unemployment Tax Act.

(b) *Limitation on total credit allowable.* The total credit allowed to any taxpayer for contributions paid to State unemployment funds shall not exceed 90 percent of the tax against which such credit is applied. See § 400.212 (d) (2), relating to the aggregate limitation in case an additional credit is taken under section 1601 (b) of the Federal Unemployment Tax Act.

(c) *Limitation on the taxable year with respect to which contributions are allowable.* Contributions must have been paid with respect to the calendar year 1939.

(d) *Limitation on amount of credit allowable based on time when contributions are paid*—(1) *In general.* Contributions paid into a State unemployment fund at any time may be credited against the tax, but the amount of the credit is dependent upon the time when the contributions are paid. The amount of the credit shall be determined in accordance with subparagraph (2), (3), (4), or (5), below, whichever is applicable, subject, however, to the limitation on the total credit set forth in paragraph (b), above. Although contributions paid at any time may be credited against the tax, no refund or credit of the tax based on credit for contributions paid will be allowed unless the contributions are paid prior to the expiration of four years after the payment of the tax. For provisions relating to the statutory period of limitations applicable to refund or credit of the tax, see § 400.503 (c).

(2) *Amount of credit allowable when* contributions are paid on or before last day for filing return. Contributions paid into a State unemployment fund on or before the last day upon which the return for the taxable year is required to be filed may be credited against the tax in an amount equal to such contributions, but not, however, to exceed 90 percent of such tax. (The last day for filing the return is January 31, 1940, unless the time for filing the return is extended. See §§ 400.303, 400.304 and 400.305.)

(3) *Amount of credit allowable when contributions are paid after last day for filing return.* Contributions paid into a State unemployment fund after the last day upon which the return for the taxable year is required to be filed may be credited against the tax in an amount not to exceed 90 percent of the amount which would have been allowable as credit on account of such contributions had they been paid into the State unemployment fund on or before such last day. See, however, subparagraph (4), below, for special provisions relating to credit for contributions paid where taxpayers' assets were in the custody or control of certain fiduciaries. See also subparagraph (5), below, relating to the payment of contributions to the wrong State. For provisions relating to refund, credit, or abatement of the tax based on credit with respect to contributions, see § 400.503e.

(4) *Amount of credit allowable when taxpayers' assets are in custody or control of certain fiduciaries.* This subparagraph applies to those cases in which the assets of the taxpayer were, at any time during the period from the last day upon which the return for the calendar year 1939 was required to be filed to June 30, 1940, inclusive, or the period October 9, 1940, to December 6, 1940, inclusive, or the period September 21, 1941, to November 18, 1941, inclusive, in the custody or control of a receiver, trustee, or other fiduciary appointed by, or under the control of, a court of competent jurisdiction. In

such cases contributions paid into a State unemployment fund at any time may, notwithstanding the provisions of subparagraph (3), above, be credited against the tax in the same amount that would have been allowable as credit had the contributions been paid on or before the last day upon which the return for the taxable year was required to be filed.

(5) *Amount of credit allowable when contributions are paid to wrong State.* Contributions for the calendar year 1939 paid into the unemployment fund of a State which are required under the unemployment compensation law of that State, but which are paid with respect to remuneration on the basis of which the taxpayer had, prior to such payment, erroneously paid an amount as contributions under another unemployment compensation law, shall be deemed for purposes of credit to have been paid at the time of the erroneous payment. If, by reason of such other law, the taxpayer was entitled to cease paying contributions with respect to services subject to such other law, the payment into the proper fund shall be deemed for purposes of credit to have been made on the date the return was actually filed under section 1604 of the Federal Unemployment Tax Act.

(See, however, section 7 (b) of the Act approved August 13, 1940 (Public, No. 764, 76th Congress), for a special provision relating to credit for certain contributions paid with respect to certain services affected by such Act; and see sections 1, 3, 4, and 6 of such Act quoted preceding § 400.206 (8), relating to such services.)

(e) *Refund of State contributions.* If, subsequent to the filing of the return for the calendar year 1939, a refund is made by a State to the taxpayer of any part of his contributions for such year which had been credited against the tax, the taxpayer is required to advise the Commissioner under oath of the date and amount of such refund and the reason therefor, and to pay the tax, if any, due as a result of such refund, together with interest from the date when the tax was due.

(6) Section 400.212, as amended by Treasury Decision 4953 (Title 26, Code of Federal Regulations, 1939 Supp.) (article 212), relating to the additional credit against the tax for the calendar year 1939, is further amended as follows:

(A) By striking out the first sentence of paragraph (a) and inserting in lieu thereof the following:

In addition to the credit against the tax allowable for contributions actually paid to State unemployment funds (see § 400.211a), the taxpayer may be entitled to a further credit under section 1601 (b) of the Federal Unemployment Tax Act.

(B) By striking out the second sentence of paragraph (d) (1), together with the parenthetical cross reference to § 400.211a (article 211 (1)), following such sentence, and by inserting in lieu thereof the following:

If the State law does not make provision for such a lower rate, no additional credit is available to the taxpayer and he can take only the credit allowable for contributions actually paid. See § 400.211a.

(C) By striking out paragraph (d) (2) and inserting in lieu thereof the following:

(2) The aggregate of such additional credit and the credit allowable for contributions actually paid to State unemployment funds shall not exceed 90 percent of the tax against which credit is taken.

(7) Section 400.213 (a), added by Treasury Decision 4876 (Title 26, Code of Federal Regulations, 1938 Supp.) (article 213 (a)) as amended by Treasury Decision 4953 (1939 Supp.), relating to proof of the credit allowable under section 1601 (a) of the Federal Unemployment Tax Act against the tax for the calendar year 1939, is further amended as follows:

(A) By striking out the heading of the paragraph and inserting in lieu thereof the following:

(a) *Credit for contributions paid.*

(B) By striking out subparagraph (3) and inserting in lieu thereof the following:

(3) Such other or additional proof as the Commissioner may deem necessary to establish the right to the credit.

(8) Section 400.503 (Title 26, Code of Federal Regulations), relating to refund and credit of taxes erroneously collected with respect to the calendar year 1939, is amended as follows:

(A) By striking out paragraph (c) and inserting in lieu thereof the following:

(c) No refund or credit will be allowed after the expiration of four years after the payment to the collector of the tax, penalty, interest, or addition to the tax, except upon one or more of the grounds set forth in a claim filed prior to the expiration of such four-year period. A claim based on credit for contributions paid into a State unemployment fund shall not be considered as setting forth a sufficient ground within the meaning of this article unless the contributions, with respect to which credit is claimed, are paid prior to the filing of the claim. The amount of the refund or credit shall not exceed the portion of the tax, penalty, interest, or addition to the tax paid during the four years immediately preceding the filing of the claim for refund or credit, or if no claim was filed, then during the four years immediately preceding the allowance of the refund or credit.

(B) By striking out paragraph (d) and inserting in lieu thereof the following:

(d) A claim which does not comply with the requirements of this article will not be considered for any purpose as a claim for refund or credit.

(9) Immediately preceding § 400.503e, added by Treasury Decision 4953 (Title 26, Code of Federal Regulations, 1939 Supp.), (Article 503⅝), as amended by Treasury Decision 5088 (1941 Supp.), relating to refund, credit, or abatement of the tax for the calendar year 1939 based on credit with respect to contributions, the following is inserted:

SECTION 601 (b) AND (c) OF THE REVENUE ACT OF 1943.

(b) Section 1601 (a) (5) (relating to refunds) is repealed.

(c) Section 1601 (relating to credits against the Federal unemployment tax) is amended by inserting at the end thereof the following:

(d) *Refund or credit.* Refund or credit of the tax (including penalty and interest collected with respect thereto, if any), based on any credit allowable under this section, may be made in accordance with the provisions of law applicable in the case of erroneous or illegal collection of the tax (including statutes of limitations). No interest shall be allowed or paid on the amount of any such credit or refund.

SECTION 602 (c) OF THE REVENUE ACT OF 1943.

Refund, credit, or abatement. (1) Refund or credit of the tax (including penalty and interest collected with respect thereto, if any), based on any credit allowable under this section, may be made in accordance with the provisions of law applicable in the case of erroneous or illegal collection of the tax (including statutes of limitations). No interest shall be allowed or paid on the amount of any such credit or refund.

(2) Any claim for refund or credit, with respect to the tax (including penalty and interest collected with respect thereto, if any) imposed by • • • section 1600 of the Federal Unemployment Tax Act, based on credit for contributions, which has been disallowed prior to the date of enactment of this Act, the allowance of which would be considered erroneous under section 3774 (b) or section 3775 (b) of the Internal Revenue Code, shall nevertheless be allowable if otherwise allowable under this section or section 1601 of the Federal Unemployment Tax Act.

(3) Notwithstanding the acceptance of an offer in compromise prior to the date of enactment of this Act with respect to any tax (or penalty or interest in connection therewith) imposed by • • • section 1600 of the Federal Unemployment Tax Act, any claim for refund, credit, or abatement with respect to the tax (including penalty and interest collected with respect thereto, if any) imposed by • • • such Acts, based on credit for contributions, shall be allowable if otherwise allowable under this section or section 1601 of the Federal Unemployment Tax Act.

(4) On and after the date of the enactment of this Act no refund, credit, or abatement shall be allowed based on any credit allowable under section 701 of the Revenue Act of 1941.

(10) Section 400.503e, added by Treasury Decision 4953 (Title 26, Code of Federal Regulations, 1939 Supp.) (article 503⅝) as amended by Treasury Decision 5088 (1941 Supp.), relating to refund, credit, or abatement of the tax for the calendar year 1939 based on credit with respect to contributions, is further amended to read as follows:

§ 400.503e *Refund, credit, or abatement of tax for calendar year 1939, based on credit against such tax with respect to contributions*—(a) *In general.* If the tax for the calendar year 1939, against which an amount is allowable as credit under section 1601 of the Federal Unemployment Tax Act or section 602 (b) of the Revenue Act of 1943, has been paid without the benefit of such credit, the taxpayer shall be entitled to a refund or credit of the tax equal to the amount of such allowable credit. The taxpayer shall also be entitled to a refund or credit of the amount of interest or penalty, if any, collected from him with respect to the amount of tax refunded or credited. See, however, § 400.503 (c), relating to the statutory period of limitations applicable to such refund or credit. No interest shall be allowed or paid by the Government on the amount of any such refund or credit. Every claim for such refund or credit shall be made on Form 843 in accordance with the provisions of this article and § 400.503, relating to refund and credit of taxes erroneously collected. A claim which does not comply with these requirements will not be considered for any purpose as a claim for refund or credit.

On and after February 25, 1944, no refund, credit, or abatement shall be allowed based on any credit allowable under section 701 of the Revenue Act of 1941. Nor shall any refund, credit, or abatement be allowed, on or after September 20, 1941, based on any credit allowable under section 701 of the Second Revenue Act of 1940.

(b) *Special cases; claim disallowed or liability compromised.* Section 602 (c) (2) of the Revenue Act of 1943 provides that, even though refund or credit, with respect to the tax (including penalty and interest collected with respect thereto, if any) for the calendar year 1939, based on credit for contributions, would be considered erroneous under section 3774 (b) of the Internal Revenue Code (in case of a claim for refund) or under section 3775 (b) of the Internal Revenue Code (in case of a claim for credit) by reason of the disallowance by the Commissioner of the claim for such refund or credit and the failure of the claimant to bring suit for the recovery of the tax prior to the expiration of the statutory period of limitation for bringing suit therefor, the Commissioner may nevertheless allow such refund or credit if (1) the claim therefor was filed prior to the expiration of the statutory period of limitation for filing the claim, (2) such claim was disallowed prior to February 25, 1944, and (3) such refund or credit is otherwise allowable under section 1601 of the Federal Unemployment Tax Act or section 602 of the Revenue Act of 1943.

Section 602 (c) (3) of the Revenue Act of 1943 provides that, notwithstanding the acceptance of an offer in compromise prior to February 25, 1944, with respect to the tax (or penalty or interest in connection therewith) for the calendar year 1939, the Commissioner may nevertheless allow any refund, credit, or abatement with respect to such tax (including penalty and interest collected with respect thereto, if any), based on credit for contributions, if such refund, credit, or abatement is otherwise allowable under section 1601 of the Federal Unemployment Tax Act or section 602 of the Revenue Act of 1943. In such case the amount of the refund, credit, or abatement shall be determined as though an offer in compromise had not been accepted, except that any amount paid by the taxpayer under the compromise agreement shall be treated as a payment on account of the tax (including penalty and interest in connection therewith, if any).

The allowance of any such refund, credit, or abatement shall be subject to the provisions of paragraph (a) of this section.

PAR. C. *Credit against tax for 1940 and subsequent years.* In order to conform Regulations 107 (Part 403, Title 26, Code of Federal Regulations, Cum. Supp.), relating to the excise tax on employers under the Federal Unemployment Tax Act (subchapter C, chapter 9, Internal Revenue Code), to sections 601 and 602 of the Revenue Act of 1943 (Public Law 235—78th Congress, enacted February 25, 1944, such regulations are amended as follows:

(1) Section 403.101 (a), relating to the scope of the regulations for the calendar year 1940 and subsequent calendar years, is amended by striking out "(See § 403.1 (b) (1) for a cronological description of the pertinent statutes.)".

(2) Immediately preceding § 403.401, as amended by Treasury Decision 5088, approved October 17, 1941, relating to credit against the tax for the calendar year 1940 and subsequent calendar years for contributions paid, the following is inserted:

SECTION 601 (a) OF THE REVENUE ACT OF 1943.

Section 1601 (a) (3) (relating to the time within which contributions are required to be paid in order to be allowed as credit) is amended to read as follows:

(3) The credit against the tax for any taxable year shall be permitted only for contributions paid on or before the last day upon which the taxpayer is required under section 1604 to file a return for such year; except that credit shall be permitted for contributions paid after such last day, but such credit shall not exceed 90 per centum of the amount which would have been allowed as credit on account of such contributions had they been paid on or before such last day.

SECTION 602 (B) OF THE REVENUE ACT OF 1943

Allowance of credit against tax for • • • 1940, 1941, and 1942 where assets in control of court. Against the tax imposed by the Federal Unemployment Tax Act for the calendar year • • • 1940, 1941, or 1942, any taxpayer shall be allowed credit for the amount of contributions paid by him into an unemployment fund under a State law, without regard to the date of payment, if the assets of the taxpayer were, at any time during the period from the last day upon which the taxpayer was required under section 1604 of the Federal Unemployment Tax Act to file a return of the tax against which credit is claimed to June 30 next following such last day, inclusive, • • • or (in the case of credit against the tax for the calendar year 1940) the period September 21, 1941, to November 18, 1941, inclusive, in the custody or control of a receiver, trustee, or other fiduciary appointed by, or under the control of, a court of competent jurisdiction. The provisions of the Federal Unemployment Tax Act (except section 1601 (a) (3)), including such provisions as modified by section 902 (e) of the Social Security Act Amendments of 1939, shall apply to allowance of credit under this subsection. The terms used in this subsection shall have the same meaning as when used in the Federal Unemployment Tax Act. The total credit allowable against the tax imposed by such Act for the calendar year • • • 1940, 1941, or 1942 shall not exceed 90 per centum of such tax.

(3) Section 403.401, as amended by Treasury Decision 5088, relating to credit against the tax for the calendar year 1940 and subsequent calendar years for contributions paid, is further amended as follows:

(A) By striking out the heading of paragraph (b) and inserting in lieu thereof the following:

(b) *Limitation on total credit allowable.*

(B) By striking out paragraph (c) and inserting in lieu thereof the following:

(c) *Limitation on amount of credit allowable based on time when contributions are paid*—(1) *In general.* Contributions paid into a State unemployment fund at any time may be credited against the tax, but the amount of the credit is dependent upon the time when the contributions are paid. The amount of the credit shall be determined in accordance with subparagraph (2), (3), (4), or (5), below, whichever is applicable, subject, however, to the limitation on the total credit set forth in paragraph (b), above. Although contributions paid at any time may be credited against the tax, no refund or credit of the tax based on credit for contributions paid will be allowed unless the contributions are paid prior to the expiration of four years after the payment of the tax. For provisions relating to the statutory period of limitations applicable to refund or credit of the tax, see § 403.602 (c).

(2) *Amount of credit allowable when contributions are paid on or before last day for filing return.* Contributions paid into a State unemployment fund on or before the last day upon which the return for the taxable year is required to be filed may be credited against the tax in an amount equal to such contributions, but not, however, to exceed 90 percent of such tax. (The last day for filing the return is January 31 next following the close of the taxable year unless the time for filing the return is extended. See §§ 403.506 and 403.507.)

(3) *Amount of credit allowable when contributions are paid after last day for filing return.* Contributions paid into a State unemployment fund after the last day upon which the return for the taxable year is required to be filed may be credited against the tax in an amount not to exceed 90 percent of the amount which would have been allowable as credit on account of such contributions had they been paid into a State unemployment fund on or before such last day. See, however, subparagraph (5), below, for special provisions relating to credit, against the tax for the taxable year 1940, 1941, or 1942 only, for contributions paid where taxpayers' assets were in the custody or control of certain fiduciaries. See also subparagraph (4), below, relating to the payment of contributions to the wrong State. For provisions relating to refund, credit, or abatement of the tax based on credit with respect to contributions, see § 403.602.

Example (1). The Federal return of the M Company for the calendar year 1940 discloses a total tax of $12,000. The company is liable for total State contributions of $8,000 for such year. The due date of the company's Federal return is January 31, 1941, no extension of time for filing the return having been granted. The contributions are not paid until February 1, 1941. If the contributions had been paid on or before January 31, 1941, the entire amount could have been credited against the tax (such amount not exceeding 90 percent of the Federal tax of $12,000). Since the contributions were paid after January 31, 1941, the M Company

is entitled to a credit of 90 percent of the amount of the contributions ($8,000), or $7,200, the net liability for Federal tax being $4,800 ($12,000 minus $7,200).

Example (2). The facts are the same as in example (1), except that the M Company is liable for and pays total State contributions of $12,000, instead of $8,000. If the contributions had been paid on or before January 31, 1941, the amount allowable as credit would have been $10,800 (90 percent of the Federal tax of $12,000). Since the contributions were paid after January 31, 1941, the M Company is entitled to a credit of 90 percent of $10,800, or $9,720, the net liability for Federal tax being $2,280 ($12,000 minus $9,720).

Example (3). The Federal return of the R Company for the calendar year 1940 discloses a total tax of $10,000. The company is liable for total State contributions of $9,000 for such year. The due date of the company's Federal return is January 31, 1941, no extension of time for filing the return having been granted. The R Company pays $8,000 of the total State contributions on or before such date, and the remaining $1,000 on February 1, 1941. If the $1,000 had been paid on or before January 31, 1941, that amount could have been credited against the tax (such amount plus the $3,000 paid on or before January 31, 1941, not exceeding 90 percent of the Federal tax of $10,000). Since the $1,000 was paid after January 31, 1941, the R Company is entitled to a credit of 90 percent of this amount or $900, plus the credit of $8,000 allowable for the contributions paid on or before January 31, 1941. The net liability for Federal tax is thus $1,100 ($10,000 minus $8,900).

(4) *Amount of credit allowable when contributions are paid to wrong State.* Contributions for the taxable year paid into a State unemployment fund which are required under the unemployment compensation law of that State, but which are paid with respect to remuneration on the basis of which the taxpayer had, prior to such payment, erroneously paid an amount as contributions under another unemployment compensation law, shall be deemed for purposes of the credit to have been paid at the time of the erroneous payment. If, by reason of such other law, the taxpayer was entitled to cease paying contributions for such taxable year with respect to services subject to such other law, the payment into the proper fund shall be deemed for purposes of credit to have been made on the date the return for such year was actually filed under section 1604 of the act.

Example. Employer N, whose Federal return for the calendar year 1940 discloses a total tax of $1,000, employs individuals in State X and State Y during the calendar year 1940. N assumes in good faith that the services of his employees are covered by the unemployment compensation law of State Y, and pays as contributions to State Y the amount of $900 based upon the remuneration of the employees. All of the services were in fact covered by the unemployment compensation law of State X, and none by the law of State Y. The payment to State Y was made on January 31, 1941. When the error was discovered thereafter, N paid to State X contributions in the amount of $900 based upon such remuneration. Since the contributions were paid to State Y on January 31, 1941, the contributions to State X are, for purposes of the credit, deemed to have been paid on such date. N is entitled to a credit of $900 against the Federal tax of $1,000, the net liability for Federal tax being $100 ($1,000 minus $900).

(5) *Amount of credit allowable, against tax for taxable year 1940, 1941, or 1942 only, when taxpayers' assets are in custody or control of certain fiduciaries.* This subparagraph applies only to credit against the tax for the taxable year 1940, 1941, or 1942 in those cases where the assets of the taxpayer were, at any time during the period from the last day upon which the taxpayer was required to file a return of the tax against which credit is claimed to June 30 next following such last day, both dates inclusive, or, in the case of credit against the tax for the taxable year 1940, the period September 21, 1941, to November 18, 1941, both dates inclusive, in the custody or control of a receiver, trustee, or other fiduciary appointed by, or under the control of, a court of competent jurisdiction. In such cases contributions paid into a State unemployment fund at any time may, notwithstanding the provisions of subparagraph (3), above, be credited, against the tax for the taxable year 1940, 1941, or 1942, in the same amount that would have been allowable as credit had the contributions been paid on or before the last day upon which the return for the taxable year was required to be filed.

(4) Section 403.402 (d), relating to the 90-percent limitation on credits with respect to the tax for the calendar year 1940 and subsequent calendar years, is amended to read as follows:

(d) *Ninety-percent limitation on credits.* The aggregate of the additional credit under section 1601 (b) of the act, the credit under section 1601 (a) of the act, the credit under section 701 (b) of the Revenue Act of 1941, the credit under section 602 (b) of the Revenue Act of 1943, and the special credit under section 902 (e) of the Social Security Act Amendments of 1939 shall not exceed 90 percent of the tax against which credit is taken.

(5) Section 403.403 (a), as amended by Treasury Decision 5302, approved October 11, 1943, relating to proof of the credit allowable under section 1601 (a) of the Federal Unemployment Tax Act against the tax for the calendar year 1940 and subsequent calendar years, is further amended as follows:

(A) By striking out the heading of the paragraph and inserting in lieu thereof the following:

(a) *Credit under section 1601 (a) of the act or section 602 (b) of the Revenue Act of 1943.*

(B) By striking out subparagraph (3) and inserting in lieu thereof the following:

(3) Such other or additional proof as the Commissioner may deem necessary to establish the right to the credit provided for under section 1601 (a) of the act or section 602 (b) of the Revenue Act of 1943.

(6) Immediately following the provisions of law under the caption "Section 701 (c) of the Revenue Act of 1941" preceding § 403.602, as amended by Treasury Decision 5088, the following is inserted:

SECTION 601 (b) AND (c) OF THE REVENUE ACT OF 1943.

(b) Section 1601 (a) (5) (relating to refunds) is repealed.

(c) Section 1601 (relating to credits against the Federal unemployment tax) is amended by inserting at the end thereof the following:

(d) *Refund or credit.* Refund or credit of the tax (including penalty and interest collected with respect thereto, if any), based on any credit allowable under this section, may be made in accordance with the provisions of law applicable in the case of erroneous or illegal collection of the tax (including statutes of limitations). No interest shall be allowed or paid on the amount of any such credit or refund.

SECTION 602 (c) OF THE REVENUE ACT OF 1943.

Refund, credit, or abatement. (1) Refund or credit of the tax (including penalty and interest collected with respect thereto, if any), based on any credit allowable under this section, may be made in accordance with the provisions of law applicable in the case of erroneous or illegal collection of the tax (including statutes of limitations). No interest shall be allowed or paid on the amount of any such credit or refund.

(2) Any claim for refund or credit, with respect to the tax (including penalty and interest collected with respect thereto, if any) imposed by * * * section 1600 of the Federal Unemployment Tax Act, based on credit for contributions, which has been disallowed prior to the date of enactment of this Act, the allowance of which would be considered erroneous under section 3774 (b) or section 3775 (b) of the Internal Revenue Code, shall nevertheless be allowable if otherwise allowable under this section or section 1601 of the Federal Unemployment Tax Act.

(3) Notwithstanding the acceptance of an offer in compromise prior to the date of enactment of this Act with respect to any tax (or penalty or interest in connection therewith) imposed by * * * section 1600 of the Federal Unemployment Tax Act, any claim for refund, credit, or abatement with respect to the tax (including penalty and interest collected with respect thereto, if any) imposed by * * * such Acts, based on credit for contributions, shall be allowable if otherwise allowable under this section or section 1601 of the Federal Unemployment Tax Act.

(4) On and after the date of the enactment of this Act no refund, credit, or abatement shall be allowed based on any credit allowable under section 701 of the Revenue Act of 1941.

(7) Section 403.602, as amended by Treasury Decision 5088, relating to claims for refund, credit, or abatement of the tax for the calendar year 1940 and subsequent calendar years, is further amended as follows:

(A) By striking out paragraph (c) and inserting in lieu thereof the following:

(c) *Limitations on claims.* No refund or credit will be allowed after the expiration of four years after the payment to the collector of the tax, penalty, or interest, except upon one or more of the grounds set forth in a claim filed prior to the expiration of such four-year period. A claim based on credit for contributions paid into a State unemployment fund shall not be considered as setting forth a sufficient ground within the meaning of this section unless the contributions, with respect to which credit is claimed, are paid prior to the filing of the claim. The amount of the refund or credit shall not exceed the portion of the tax, penalty, or interest paid during the four years immediately preceding the filing of the claim for refund or credit, or if no claim was filed, then during the four years immediately preceding the allowance of the refund or credit.

(B) By striking out paragraph (f) and inserting in lieu thereof the following:

(f) *Refunds or credits under section 1601 (d) of the act.* The provisions of this section of these regulations shall apply in the case of claims for refund or credit of the tax (including penalty and interest collected with respect thereto, if any) based upon credit allowable under section 1601 of the act (see Subpart D of these regulations). No interest shall be allowed or paid by the Government on the amount of any such refund or credit.

(C) By striking out paragraph (g) and inserting in lieu thereof the following:

(g) *Refunds or credits, under section 602 (c) (1) of Revenue Act of 1943, of tax for taxable year 1940, 1941 or 1942.* The provisions of this section of these regulations shall apply in the case of claims for refund or credit of the tax (including penalty and interest collected with respect thereto, if any) for the taxable year 1940, 1941, or 1942, based on credit, for contributions paid, allowable under section 602 (b) of the Revenue Act of 1943. No interest shall be allowed or paid by the Government on the amount of any such refund or credit.

(h) *Refund or credit if claim therefor disallowed prior to February 25, 1944.* Section 602 (c) (2) of the Revenue Act of 1943 provides that, even though refund or credit, with respect to the tax (including penalty and interest collected with respect thereto, if any), based on credit for contributions, would be considered erroneous under section 3774 (b) of the Internal Revenue Code (in case of a claim for refund) or under section 3775 (b) of the Internal Revenue Code (in case of a claim for credit) by reason of the disallowance by the Commissioner of the claim for such refund or credit and the failure of the claimant to bring suit for the recovery of the tax prior to the expiration of the statutory period of limitation for bringing suit therefor, the Commissioner may nevertheless allow such refund or credit if (1) the claim therefor was filed prior to the expiration of the statutory period of limitation for filing the claim, (2) such claim was disallowed prior to February 25, 1944, and (3) such refund or credit is otherwise allowable under section 1601 of the Federal Unemployment Tax Act or section 602 of the Revenue Act of 1943. The allowance of any such refund or credit shall be subject to the provisions of this section of these regulations. No interest shall be allowed or paid by the Government on the amount of any such refund or credit.

(i) *Refund, credit, or abatement if liability compromised prior to February 25, 1944.* Section 602 (c) (3) of the Revenue Act of 1943 provides that, notwithstanding the acceptance of an offer in compromise prior to February 25, 1944, with respect to the tax (or penalty or interest in connection therewith), the Commissioner may nevertheless allow any refund, credit, or abatement with respect to such tax (including penalty and interest collected with respect thereto, if any), based on credit for contributions, if such refund, credit, or abatement is otherwise allowable under section 1601 of the Federal Unemployment Tax Act or section 602 of the Revenue Act of 1943. In such case the amount of the refund, credit, or abatement shall be determined as though an offer in compromise had not been accepted, except that any amount paid by the taxpayer under the compromise agreement shall be treated as a payment on account of the tax (including penalty and interest in connection therewith, if any). The allowance of any such refund, credit, or abatement shall be subject to the provisions of this section of these regulations. No interest shall be allowed or paid by the Government on the amount of any such refund or credit.

(j) *Refund, credit, or abatement based on credit allowable under section 701 of the Revenue Act of 1941 barred.* On and after February 25, 1944, no refund, credit, or abatement of the tax (including penalty and interest collected with respect thereto, if any) for the taxable year 1940 shall be allowed based on any credit allowable under section 701 of the Revenue Act of 1941.

(Paragraph A: Secs. 902 and 908 of the Social Security Act (49 Stat. 639, 643; 42 U.S.C., 1102, 1108); sec. 902 (b), (c), (d), and (h) of the Social Security Act Amendments of 1939 (53 Stat. 1399; 42 U.S.C., 1102, note); and sec. 602 of the Revenue Act of 1943 (Pub. Law 235—78th Cong.). Paragraphs B and C: Sec. 1601 of the Internal Revenue Code, as amended by sec. 609 of the Social Security Act Amendments of 1939 (53 Stat. 1387; 26 U.S.C., 1601) and by sec. 601 of the Revenue Act of 1943 (Pub. Law 235—78th Cong.); sec. 1609 of the Internal Revenue Code (53 Stat. 188; 26 U.S.C., 1609); and section 602 of the Revenue Act of 1943 (Pub. Law 235—78th Cong.).)

[SEAL] JOSEPH D. NUNAN, Jr.,
Commissioner of Internal Revenue.

Approved: June 28, 1944.

JOHN L. SULLIVAN,
Acting Secretary of the Treasury.

[F. R. Doc. 44-9566; Filed, June 29, 1944; 4:47 p. m.]

TITLE 32—NATIONAL DEFENSE

Chapter VIII—Foreign Economic Administration

Subchapter B—Export Control

[Amdt. 187]

PART 801—GENERAL REGULATIONS

REFUNDS OF SUBSIDY PAYMENTS UPON EXPORTATION OF CERTAIN COMMODITIES

Part 801 General Regulations is hereby amended by adding thereto § 801.16 as follows:

§ 801.16 *Refunds of subsidy payments.* (a) No person may export any of the types or varieties of dry edible beans, processed prunes or processed raisins described in paragraph (d) of this section (Schedule A) to any destination other than Canada unless:

(1) There has been refunded to Commodity Credit Corporation any subsidy payment made by Commodity Credit Corporation on such commodities in the amount with respect to each variety, grade and size specified in paragraph (d) of this section, and

(2) There is presented to the Collector of Customs at the port of exit, with the individual export license or release certificate authorizing the exportation of such commodities, a Certificate of Subsidy Clearance issued by Commodity Credit Corporation which shall indicate the fact that the exporter has met the requirement specified in sub-paragraph (1) in regard to refunds of subsidy payments to Commodity Credit Corporation with respect to the commodities authorized for export under such license or release certificate, or that such refund is not required for the particular shipment.

(b) Application for Certificate of Subsidy Clearance relating to the commodities set forth in paragraph (d) of this section shall be submitted to Commodity Credit Corporation on 1943 CCC Export Form 1, or in such other manner as may be prescribed by Commodity Credit Corporation. If a refund of subsidy payment is required, the application to Commodity Credit Corporation shall be accompanied by a certified check for the refund, payable to the Commodity Credit Corporation.

(c) Such Certificate of Subsidy Clearance shall be issued by the Commodity Credit Corporation and shall be substantially in the following form:

CERTIFICATE OF SUBSIDY CLEARANCE

Bureau of Customs
Treasury Department Certificate No._____

This certifies that_____ has met all requirements of the Foreign Economic Administration in regard to refunds of subsidy payments to Commodity Credit Corporation with respect to the following-described merchandise authorized for export under license (release certificate) No. _____

COMMODITY CREDIT CORPORATION,
By _____
_____
(Title)
Date_____

(d) *Schedule A.* Schedule of refunds to be made by exporters of dry edible beans[1], processed prunes, and processed raisins.

DRY EDIBLE BEANS—1943 CROP

	Refund per cwt.	
	US #1 US #2	USCHP US Ex #1
Pea or Medium White	$0.70	$0.70
Great Northern	.70	.60
Small White	.70	.60
Flat Small White	.70	.60
Pinto	.60	
Pink	.50	.40
Cranberry (Western)	.15	.05
Cranberry (other than Western)	.60	.60
Red Kidney	1.20	1.20
Baby Lima	.80	.70
Small Red	.70	.60

[1] Applicable only to grades USCHP, US Extra #1, US #1, and US #2.

PROCESSED RAISINS—1943 CROP

Type and variety of standard quality raisins	Refund per ton
Choice Natural Thompson Seedless	$53.95
2 Crown Choice Seeded Muscats	75.13
3 Crown Loose Muscats	65.93
Choice Sultana	55.79
Golden Bleached, Grade B, Extra Choice Color, Thompson Seedless	54.03

PROCESSED PRUNES[1]—1943 CROP

CALIFORNIA THREE DISTRICT

Grade size group	Packed point	Refund per ton
15/20	20	$49.54
18/24	24	49.55
20/30	29	49.57
30/40	39	49.14
40/50	49	49.16
50/60	59	49.18
60/70	69	49.20
70/80	79	49.22
80/90	89	49.24
90/100	99	49.26
100/120	119	49.30

CALIFORNIA OUTSIDE DISTRICT AND NORTHWEST FRENCH

15/20	20	$49.54
18/24	24	49.56
20/30	29	49.57
30/40	39	49.15
40/50	49	49.17
50/60	59	49.20
60/70	69	49.21
70/80	79	49.23
80/90	89	49.25
90/100	99	49.28
100/120	119	49.30

NORTHWEST ITALIAN

15/20	20	$54.85
18/24	24	54.80
20/30	29	54.72
30/40	39	57.07
40/50	49	56.77
50/60	59	56.46
60/70	69	56.17
70/80	79	55.87
80/90	89	55.57
90/100	99	55.29
100/120	119	54.75

[1] The refund for prunes having a packed point falling between any two packed points shown in this schedule will be shown for higher of such packed points.
Example—the refund for California Three District prunes, with a packed point of 37 will be the refund for prunes with a packed point of 39, or $49.14 per ton.

This amendment shall become effective July 5, 1944.

(Sec. 6, 54 Stat. 714; Pub. Law 75, 77th Cong.; Pub. Law 638, 77th Cong.; E.O. 9361, 8 F.R. 9861; Order No. 1, 8 F.R. 9938; E.O. 9380; 8 F.R. 13081; Delegation of Authority No. 20, 8 F.R. 16235; Delegation of Authority No. 21, 8 F.R. 16320)

Dated: June 22, 1944.

S. H. LEBENSBURGER,
Director,
Requirements and Supply Branch,
Bureau of Supplies.

[F. R. Doc. 44-9504; Filed, June 29, 1944; 10:31 a. m.]

[Amdt. 188]

PART 801—GENERAL REGULATIONS

PROHIBITED EXPORTATIONS

Section 801.2 *Prohibited exportations* is hereby amended by adding to the list of commodities, their respective Department of Commerce numbers and designated General License Group the following:

Commodity	Department of Commerce No.	General license group
Iron and steel manufactures miscellaneous:		
Sprocket and other power transmission chains not identified as machine parts (report sprocket and other power transmission chains identified specifically as machine parts under the appropriate Schedule B number for the parts)	6191.00	None
Scientific and professional instruments, apparatus, and supplies:		
Precious metals for dentistry (Report silver alloys and amalgams in 9155.90)	9153.00	None

This amendment shall become effective July 5, 1944.

(Sec. 6, 54 Stat. 714; Pub. Law 75, 77th Cong.; Pub. Law 238, 77th Cong.; E.O. 9361, 8 F.R. 9861; Order No 1, 8 F.R. 9938; E.O. 9380, 8 F.R. 13081; Delegation of Authority No. 20, 8 F.R. 16235; Delegation of Authority No. 21, 8 F.R. 16320)

Dated: June 24, 1944.

S. H. LEBENSBURGER,
Director,
Requirements and Supply Branch,
Bureau of Supplies.

[F. R. Doc. 44-9505; Filed, June 29, 1944; 10:31 a. m.]

[Amdt. 189]

PART 801—GENERAL REGULATIONS

PROHIBITED EXPORTATIONS

Section 801.2 *Prohibited exportations* is hereby amended in the following particulars:

In the column headed "General License Group" the group and country designations assigned to the commodities listed below, at every place where said commodities appear in said section, are hereby amended to read as follows:

Commodity and Department of Commerce No.	*General license group*
Clocks and Watches:	
Time-recording devices and parts (include time clocks, time stamps, headway recorders, program, bell-ring and other clock operated time recording devices), 9591.98	
Time-recording devices and parts for assembly, 9591.98	None
Repair parts, 9591.98	K
Grains and Preparations:	
Oatmeal, groats and rolled oats, in bulk, 1043.00	K
Oatmeal, groats and rolled oats, in packages (cases or cartons), 1044.00	K
Industrial Machinery:	
Laundry and dry-cleaning equipment and parts, other than power driven machines for commercial laundries (include hand washing machines and wringers), 7738.00	
Laundry and dry-cleaning equipment and parts for assembly, other than power driven machines for commercial laundries, 7738.00	None
Repair parts, 7738.00	K
Iron and steel manufactures—Miscellaneous:	
Iron and steel manufactures, other (include bottle openers, hand bottle cappers, sheet steel ware, steel stamping), 6209.98	
Repair parts for scales and balances other than automatic scales and precision and laboratory balances and weights, 6209.98	K
Other iron and steel manufactures (include assembly parts for scales and balances other than automatic scales, precision and laboratory balances and weights), 6209.98	None
Office appliances:	
Accounting, bookkeeping, and calculating machine parts, 7761.00	
Parts for assembly, 7761.00	None
Parts for repair, 7761.00	K
Addressing machines and parts, equipment, accessories and supplies (including embossing machines and plates of fiber or metal), 7762.98	
Addressing machines (including embossing machinery for plates) equipment, accessories, supplies and parts for assembly, 7762.98	None
Repair parts, 7762.98	K
Cash register parts, 7767.00	
Parts for assembly, 7767.00	None
Repair parts, 7767.00	K
Duplicating machines, parts and supplies, 7763.00	
Duplicating machines, supplies, and parts for assembly, 7763.00	None
Repair parts, 7763.00	K
Printing blanks, include addressograph blanks, 7762.05	K
Typewriter parts, 7775.00	
Parts for assembly, 7775.00	None
Repair parts, 7775.00	K
Office supplies, miscellaneous:	
Fountain pen parts, except pen points (include holders and nib assemblies and parts), 9312.00	
Nib assemblies with nibs of gold, 9312.00	None
Other fountain pen parts, 9312.00	K
Textile products:	
Neckties, cravats, mufflers, and scarfs of all fiber (include silk) 3928.00	
Of silk, 3928.00	None
Of all other fibers, 3928.00	K
Vegetables and preparations:	
Dehydrated vegetables, 1259.03	
Soups and soup mixtures, dehydrated, 1259.03	K&V
Other dehydrated vegetables, 1259.03	None
Onions, fresh, 1208.00	K

Shipments of the commodity "Nib assemblies with nibs of gold" which are on dock, on lighter, laden aboard the exporting carrier, or in transit to a port of exit pursuant to an actual order for export prior to the effective date of this amendment may be exported under the previous general license provisions. Shipments moving to a vessel subsequent to the effective date of this amendment pursuant to Office of Defense Transportation permits issued prior to such date may also be exported under the previous general license provisions. This amendment shall be effective June 29, 1944, except with respect to "Nib assemblies with nibs of gold" as to which this amendment shall become effective July 5, 1944.

(Sec. 6, 54, Stat. 714; Pub. Law 75, 77th Cong.; Pub. Law 238, 77th Cong.; E.O. 9361, 8 F.R. 9861; Order No. 1, 8 F.R. 9938; E.O. 9380, 8 F.R. 13081; Delegation of Authority No. 20, 8 F.R. 16235; Delegation of Authority No. 21, 8 F.R. 16320)

Dated: June 30, 1944.

S. H. LEBENSBURGER,
Director,
Requirements and Supply Branch,
Bureau of Supplies.

[F. R. Doc. 44-9574; Filed, June 30, 1944; 10:26 a. m.]

Chapter IX—War Production Board

Subchapter B—Executive Vice-Chairman

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 3270—CONTAINERS

[Limitation Order L-337]

FIBRE SHIPPING DRUM

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of the material to make fibre drums for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense.

§ 3270.76 *Limitation Order L-337*—(a) *Definitions.* For the purpose of this order:

(1) "Packer" means any person who uses fibre drums for commercially packing any product.

(2) "Fibre drums" means any new cylindrical shipping container in breakdown or set-up form which (i) is of the types known in the container industry as "fibre drums" and "fibre pails", (ii) is made with a body of paperboard and ends of paperboard, steel (30 gauge or heavier), wood or any combination thereof, (iii) has a capacity of one gallon or more and (iv) is of the types which, upon conforming with any applicable Consolidated Freight Classification rule[1] and Interstate Commerce Commission regulation,[2] are acceptable for shipment without covering containers. This does not include cylindrical containers, of similar construction, known in the container industry as "cans" or "tubes", but does include fibre drums which are rejects or seconds.

Restrictions

(b) *Restrictions on packing.* No packer shall pack or ship any product in a fibre drum other than those listed in Schedules A and B.

(c) *Restrictions on manufacture, sale or delivery.* No person shall manufacture, sell or deliver any fibre drums which he knows or has reason to believe will be accepted or used in violation of the terms of this order.

(d) *Restrictions on inner containers.* No packer shall accept delivery of or use any fibre drums for packing or shipping products already packaged in an inner container. This restriction does not apply to primary protective packing used as a protection for food products such as a cellophane pouch or vegetable parchment.

(e) *Export restrictions.* No person shall export any empty fibre drums outside of the forty-eight states and the District of Columbia unless specifically authorized by the Foreign Economic Administration. The application for authorization shall be made by letter to the Foreign Economic Administration setting forth the product to be packed and all other pertinent facts.

(f) *Quota restrictions.* (1) No packer shall, during any calendar year, accept delivery of or use for packing any product listed in Schedule B more fibre drums than his quota for that product as shown in the Schedule. A packer's quota for any calendar year shall be the designated percentage of the quantity of a product which he packed in fibre drums in 1943.

(2) The quota restrictions of this paragraph shall become effective July 1, 1944. A packer's quota for the second half of 1944 shall be computed as follows: He takes the quantity of the product that he packed in fibre drums in the corresponding period of 1943 and multiplies this by the designated quota percentage for that product.

(g) *Inventory restrictions.* No packer shall, at any time, accept delivery of fibre drums which will increase his total inventory of that type or size of drum to more than his requirements for the following sixty day period.

Authorizations

(h) *Authorizations.* The War Production Board may authorize persons to pack products, other than those listed in the Schedules, in fibre drums. Application for such authorization shall be made by letter to the War Production Board and such applications will be considered only on the basis of the essential need for, and the supply of, new fibre drums, and the availability of used drums or substitute containers.

General Exceptions

(i) *Fibre drums for certain Government Agencies.* The restrictions of this order shall not apply (1) to the manufacture of fibre drums manufactured to meet the packaging specifications of, and for delivery to or for the account of, the government agencies listed below or (2) to the purchase, acceptance, use, or export of fibre drums by those agencies: The Army, Navy, Maritime Commission, United States Post Office, Federal Reserve System, United States Treasury Department (only for Lend-Lease requirements and for coin, currency, and securities requirements), War Shipping Administration, United Nations Rehabilitation and Relief Administration, or any agency procuring for delivery pursuant to the Act of Congress of March 11, 1941, entitled, "An Act to Promote the Defense of the United States" (Lend-Lease Act).

Miscellaneous Provisions

(j) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise directed, be addressed to: War Production Board, Containers Division, Washington 25, D. C. Ref.: L-337.

(k) *Reports.* Any person affected by this order shall file such reports and questionaires as the War Production Board may request from time to time, subject to the approval of the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

(l) *Appeals.* Appeals from this order shall be filed by addressing a letter to the War Production Board, Containers Division, Washington 25, D. C. Ref.: L-337.

The letter of appeal need not follow any particular form. It should state informally, but completely, the particular provision appealed from, the precise relief desired, the reasons why denial of the appeal would result in undue and excessive hardship, and such other statistical and narrative information as may be pertinent.

(m) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable provisions of the regulations of the War Production Board, as amended from time to time.

(n) *Violations.* Any person who willfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction, may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, materials under priority control and may be deprived of priorities assistance.

Issued this 29th day of June 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

SCHEDULE A

I. Chemical products:
1. Abrasives — finishing compounds — graphite—optical emery.
2. Adhesives.
3. Chemicals, others:
Acetates (solid)
Acids (bulk solids)
Activated charcoal (activated carbon)
Alcohols (bulk solids)
Aluminum salts and powders
Bisulfites
Botannical essential oils
Calcined chemicals
Catalysts
Chlorinated compounds
Copper salts or oxides
Detergents—synthetic organic
Detergents—alkaline, limited to those containing silicate and/or free caustic
Disinfectants
Drugs — biologicals, pharmaceuticals and medicinals
Dry dyes
Embalming compounds
Enzyme products
Explosives
Fluorides
Insecticides and fungicides

[1] Consolidated Freight Classification No. 15, General Rule 41.
[2] Freight Tariff No. 4 (I. C. C. No. 4) Specifications 21A, 21B.

I. *Chemical products*—Continued.
8. Chemicals, others—Continued.
Intermediates
Metal flux
Metal polishes
Metallic soaps
Natural gums and waxes
Peroxygen compounds
Photographic chemicals
Pigments and colors (dry)
Pitch and tar
Plasticizers & glycols
Printing inks
Reagent chemicals
Rubber chemicals and accelerators
Salts—C. P. & U. S. P.—only
Silver salts
Synthetic resins and moulding compounds
Synthetic rubber
Textile auxiliaries
Thermoplastics
Vitamins
Dangerous chemicals for shipment in compliance with Interstate Commerce Commission regulations where a fibre drum is a permitted package.

II. *Foods:*
1. Foods (No size limitation):
Baking powder
Butter, fruit and peanut only
Cocoa
Cheese
Dehydrated fruits and vegetables
Dry malt
Dried brewers yeast
Flavoring and food colors
Frozen eggs
Frozen foods
Gelatin and dessert powders
Hydrolized vegetable protein
Jams, jellies and preserves
Meat cures and seasonings
Mince meat
Monesodium glutamate
Pectin
Powdered milk, dried whole
Spices
2. Foods (Size limitation—5 Gallons or over):
Cake mixers
Cold pack and fountain fruits
Fondants
Food extenders
Ice cream mix powder
Icings
Lard
Malted milk powder
Mold inhibitors
Pie fillings
Powdered eggs
Powdered milk, dried skim
Prepared flours
Shortening
Stabilizers
Syrups (including molasses)
Toppings

III. *Petroleum products* (Except lubricating greases as defined in M-201):
Asphalt
Petrolatum
Waxes

IV. *Miscellaneous:*
Aviation spheres
Cellophane
Cement—refractory
Clay—refractory and pigment
Cloth—sensitized
Dental supplies
Film—X-ray and commercial
Foundry facings
Glass rods and fuses (for direct military)
Grinding wheels
Insulating material wire and cable
Optical lenses—glass and quartz
Paper-drafting
Protective containers for bottles of blood plasma
Soap

Other products:
Lubricating greases (as defined in Order M-201)---------- 50

SCHEDULE B

	Quota limitation—percent of 1943
Other products—Continued.	
Paints, oil, oil or resin emulsion or oleo, resinous type including but not limited to white lead in oil colors in oil and oilstain--------	40
Paints, paste, water type, except resin or oil emulsion type (the vehicle of this type of product shall contain at least 5% of water)----	100

[F. R. Doc. 44-9568; Filed, June 29, 1944; 4:38 p. m.]

PART 3270—CONTAINERS

[Conservation Order M-313, Revocation]

FIBRE DRUMS

Section 3270.3 (Conservation Order M-313) is hereby revoked. It is being superseded by Limitation Order L-337, which will be issued simultaneously with this revocation. This revocation does not affect any liability incurred under the order.

Issued this 29th day of June 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9562; Filed, June 29, 1944; 4:30 p. m.]

PART 3284—BUILDING MATERIALS

[General Limitation Order L-277, as Amended June 29, 1944]

ELECTRICAL WIRING DEVICES AND HEATER CORD SETS

§ 3284.31 *General Limitation Order L-277*—(a) *Definitions of "electrical wiring device and replacement heater cord set."* (1) "Electrical wiring device" means any unit of an electric circuit which does not consume electrical energy, but is used for the purpose of switching, tapping, or connecting such circuit. The term includes, but is not limited to the following:

(i) Sockets and lampholders of all types and component parts thereof;

(ii) Switches, such as: tumbler, push, rotary, snap, pull, door, pendant, cord, canopy, appliance switches; and component parts thereof;

(iii) Receptacles, such as: weatherproof, watertight, non-watertight, motor base, polarized, locking, electric range, pilot light receptacles; and component parts thereof;

(iv) Caps, plugs, connectors and taps, such as: weatherproof, watertight, non-watertight, polarized, locking and electric range plugs, current taps, attachment plugs and component parts of such caps, plugs, connectors and taps;

(v) Rosettes, adapters; and component parts thereof.

(2) "Electrical wiring devices" shall not include lighting fixtures, portable lamps, flashlights, fuses, fuse cutouts, lugs, mechanical wire connectors, knife blade switches, fluorescent starter switches, relays, push buttons, automatic control equipment, circuit breakers, cord sets, or any unit of an electric circuit designed and constructed to connect, convey or control electrical energy in excess of 60 amperes or 600 volts.

(3) "Replacement heater cord set" means any heater cord set not produced for original use in the manufacture or assembly of any new electrical appliance. "Heater cord set" means any assembly of insulated wire, an attachment plug and an appliance plug or terminals which is used to connect an electrical appliance to a source of electrical current.

(b) *Definition of "manufacturer".* "Manufacturer" means any person who produces, processes, or assembles electrical wiring devices, component parts, or heater cord sets.

(c) *Restrictions on manufacture of heater cord sets.* (1) On and after July 5, 1944 no person shall manufacture or assemble replacement heater cord sets except pursuant to an authorization issued by the War Production Board on Form GA-1850. The amount authorized will be based on the manufacturer's 1940 total production of such sets, available facilities including manpower required, and the availability of controlled materials to meet such production.

(2) All heater cord sets shall be six feet in length. The conductors shall be size No. 16 or No. 18 American Wire Gauge and shall be either type HC, type HPD, type HSJ, or the equivalent insulated copper wire. The wire shall test three thousand or more cycles in flexure.

NOTE: Paragraph (d), formerly (c), redesignated June 29, 1944.

(d) *Restrictions on sale and delivery of electrical wiring devices.* No manufacturer may ship, transfer, sell or otherwise dispose of an electrical wiring device except on an order bearing a preference rating of AA-5 or higher.

(e) *Restrictions on sale and delivery of replacement heater cord sets.* On or after July 5, 1944, no manufacturer may ship, transfer, sell or otherwise dispose of replacement heater cord sets except on an order bearing a preference rating of AA-5 or higher.

NOTE: Paragraphs (f), (g), (h) and (i), formerly (d), (e), (f) and (g), redesignated June 29, 1944.

(f) *Violations and false statements.* Any person who wilfully violates any provisions of this order or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further delivery of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(g) *Appeals.* Any appeal from the provisions of this order shall be filed on Form WPB 1477 with the field office of the War Production Board for the district in which is located the plant or branch of the appellant to which the appeal relates.

(h) *Applicability of regulations.* This order and all transactions affected by it are subject to all present and future regulations of the War Production Board.

(i) *Communications.* Reports and other communications concerning this order shall be addressed to: War Production Board, Building Materials Division, Washington, 25, D. C., Ref: L-277.

Issued this 29th day of June 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9563; Filed, June 29, 1944; 4:30 p. m.]

PART 3291—CONSUMERS DURABLE GOODS

[General Limitation Order L-65, as Amended June 29, 1944]

ELECTRICAL APPLIANCES

§ 3291.311 *General Limitation Order L-65*—(a) *Definitions.* For the purposes of this order:

(1) "Electrical appliances" means only those appliances listed on Schedule A of this order which have as functional parts, electrical heating units (of any wattage), or which are powered by an electrical vibrator or electrical fractional horsepower motor.

(2) "Heating unit" means any electric heating unit designed primarily for use in an electrical appliance or in a domestic type electric range.

(3) "Electrical resistance material" means material in the form of ribbon or wire to be incorporated in heating units, in which either nickel or chromium or both, are used to create electrical resistance for the development of heat.

(4) "Manufacturer" means any person engaged in the business of manufacturing or assembling any heating units, electrical appliances or parts for such appliances, including a person who assembles parts of an electrical appliance for sale in knock-down form.

(5) "Distributor" means any person engaged in the business of transferring heating units, electrical appliances or parts for such appliances to his retail outlets or to other dealers.

(6) "Dealer" means any person engaged in the business of transferring or repairing heating units, electrical appliances or parts for such appliances to or for ultimate consumers.

Any person who acts in more than the single capacity of manufacturer, distributor or dealer as defined in paragraphs (a) (4), (a) (5) and (a) (6) of this order shall for the purposes of this order be deemed a manufacturer, distributor or dealer, depending upon the capacity in which he acts in each specific transaction.

(7) "Preferred order" means any purchase order, contract or subcontract for delivery to or for the account of the Army or Navy of the United States, the United States Maritime Commission or the War Shipping Administration.

(8) "Repair or replacement part" means any heating unit for a domestic electric range or any heating unit or other part (except cord sets) for an electrical appliance when such heating unit or part is not produced for use in the manufacture or assembly of any new electrical appliance or new domestic electric range. This order does not control the production or delivery of cord sets produced or delivered for use as repair or replacement parts. Such cord sets are controlled by Limitation Order L-277.

(9) "Current-carrying parts" include only the following parts: Heating units, thermostats and temperature controls, relays, lead-in and connection wires, switches, terminals, fuses, receptacles and parts of motors which conduct electric current, but shall not include cord sets.

(b) *General restrictions on production.* (1) On and after June 17, 1943, no manufacturer shall produce any new electrical appliance (or parts therefor) other than repair or replacement parts, except:

(i) The following new electrical appliances (or parts therefor) may be produced in fulfillment of preferred orders: Coffee makers, flat irons, air heaters, water heaters, and commercial or heavy duty equipment of the following types: broilers, food choppers, food mixers, food grinders, food servers, food slicers, fry kettles, griddles, hotplates, juicers, ovens, ranges, toasters, urns and vegetable peelers.

(ii) During the period beginning June 17, 1943, and ending September 30, 1943, inclusive, and during each three months period thereafter, a manufacturer may produce for other than preferred orders as specified in paragraph (b) (1) (i) above, no more units of any of the following types of new electrical appliance (or parts therefor) than 10% of the number of units of that particular electrical appliance (or parts therefor) produced by him during 1940: Commercial or heavy duty equipment of the following types; broilers, food choppers, food mixers, food grinders, food servers, food slicers, fry kettles, griddles, hotplates, juicers, ovens, ranges, toasters, urns and vegetable peelers; *Provided,* that no manufacturer shall produce any units of any type of new electrical appliance (or parts therefor) listed in this paragraph (ii) if such production will result in an accumulation of inventory of that particular type of new electrical appliance (or parts therefor) greater than 15% of the number of units of that particular electrical appliance (or parts therefor) produced by him during 1940.

(2) On and after June 17, 1943, no manufacturer shall use copper or copper base alloys in the production of any new electrical appliances, or parts therefor (whether or not in fulfillment of preferred orders) specified in paragraph (b) (1) of this order, except for such minimum amounts as are necessary for the conduction of electric current or essential to the proper functioning of parts.

(c) *Restrictions on transfer of new electrical appliances.* On and after June 17, 1943, no manufacturer shall transfer the physical possession of or title to any new electrical appliance manufactured after that date, except

(1) In fulfillment of preferred orders.

(2) Pursuant to specific authorization of the War Production Board on Form WPB-1319 pursuant to an application filed on said Form. Form WPB-1319 should be filed with the nearest field office of the War Production Board for all orders except for export, and with the Foreign Economic Administration, Washington 25, D. C. for export orders.

(d) *Repair or replacement parts.* (1) Except in fulfillment of preferred orders, on and after June 17, 1943, no manufacturer shall use copper or copper base alloys in the production of any repair or replacement parts, other than the specific parts listed on the following table, or any part thereof:

NOTE: "Flatirons" and "Water heaters" deleted June 29, 1944.

Type of equipment	*Repair or replacement parts for which copper or copper base alloys are permitted*
Air heaters	Current-carrying parts.
Commercial permanent wave equipment and commercial hair driers.	Current-carrying parts, other than copper or copper base alloy disposable grids for permanent wave equipment.
Commercial or heavy duty equipment of the following types: broilers, food choppers, food mixers, food grinders, food servers, food slicers, fry kettles, griddles, hotplates, juicers, ovens, ranges, toasters, urns and vegetable peelers.	Current-carrying parts and motor bearings where the use of other material is impracticable.
Heating units for domestic electric ranges	Current-carrying parts.
Hotplates and disc stoves	Current-carrying parts.
Roasters	Current-carrying parts.

(2) On and after June 17, 1943, no manufacturer shall use copper or copper base alloys in the production of repair and replacement parts in fulfillment of preferred orders, except for such minimum amounts necessary for the conduction of electric current or essential to the proper functioning of parts.

(3) [Deleted June 29, 1944.]

(4) On and after June 17, 1943, no manufacturer shall produce any repair or replacement parts if he has, or as a result of such production will have, more parts of such type in his inventory than the number of parts of such type which he sold during the preceding six calendar months.

(5) Except in fulfillment of preferred orders, on and after June 17, 1943, no manufacturer or distributor shall transfer any repair or replacement parts unless a similar used part has been delivered to him in exchange therefor, or unless he has been informed that a similar used part is being held or will be secured by the dealer or distributor to whom the new part is being transferred, or has been disposed of in accordance with this paragraph. The used parts shall be held subject to disposition at the direction of the manufacturer or distributor who transferred the new part. If no such direction is given within 60 days, the person holding the used part shall promptly dispose of it through regular scrap channels.

(e) *Restriction on use or transfer of electrical resistance material.* On and after June 17, 1943, no manufacturer shall use in the production of heating units or transfer for any purpose whatsoever, any electrical resistance material except pursuant to specific authorization of the War Production Board on Form WPB–1319. Application on that form should be filed with the War Production Board, Washington 25, D. C., Ref.: L–65.

(1) [Deleted Feb. 19, 1944]

(2) [Deleted Feb. 19, 1944]

(f) *Inventory restrictions.* No manufacturer shall accumulate for use in the manufacture of electrical appliances, heating units, or repair or replacement parts, any inventories of raw materials, semi-processed materials or finished parts in quantities in excess of the minimum amount necessary to maintain production as permitted by this order.

(g) *Applicability of other orders.* In so far as any other order heretofore or hereafter issued by the Office of Production Management or the War Production Board limits the use of any material in the production of electrical appliances, heating units, or repair or replacement parts to a greater extent than the limits imposed by this order, the provisions of such other order shall govern unless otherwise specified therein.

(h) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable provisions of the regulations of the War Production Board, as amended from time to time.

(i) *Reports.* Every manufacturer affected by this order shall execute and file Form WPB–1600 (formerly PD–655) with the War Production Board, Washington 25, D. C., Ref.: L–65, on or before the 10th day following the close of each calendar month.

(j) *Appeals.* Any appeal from the provisions of this order should be made on Form WPB–1477 (formerly PD–500).

(k) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(l) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise directed, be addressed to the War Production Board, Consumers Durable Goods Division, Washington 25, D. C., Ref.: L–65.

Issued this 29th day of June 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

SCHEDULE A

NOTE: "Flat Irons" and "Water Heaters" deleted June 29, 1944.

The following is the list of electrical appliances specified in paragraph (a) (1) of this order:

Air Heaters (except as covered by L–107 and L–158)
Aquarium Heaters
Baking Ovens
Barbecue Machines
Biscuit and Muffin Bakers
Blankets
Bottle Warmers
•Bread Slicers (except as covered by L–83)
Bread Toasters (except as covered by L–182)
Broilers
Casseroles
Chafing Dishes
Choppers, food and meat
Cigar and Cigarette Lighters
Clothes Driers
Coffee Makers
Coffee Mills
Coffee Roasters
Commercial Cooking and Food and Plate Warming Equipment
Corn Poppers
Curling Irons
•Dishwashing Equipment (domestic)
Double Boilers
Doughnut Cookers
Dry Shavers
Egg Boilers
Face and Hand Driers
Fan Type Heaters (except as covered by L–107 and L–158)
Faucet Heaters
Fly Screens and Traps
Fireplaces
Food Choppers and Slicers
Food Conveyance Equipment
Food Cooking Equipment
Food Grinders
•Food Mixers
•Food Preparation Machinery
Food Servers
Fry Kettles
Griddles
Grills
Hair Clippers
Hair Driers
Heating Pads
Hedge Clippers
Hotplates and Disc Stoves
Ice Cream Freezers, Domestic
••Immersion Heaters
•Juice Extractors
Knife Sharpeners and Grinders
Massage Vibrators
•Meat, Fish and Bone Cutters
Neckwear and Trousers Pressers
Ovens (except as covered by L–182)
Peanut Roasters
Percolators
Permanent Wave Equipment
Popcorn Machinery
Portable Air Heaters
Pyrographic Pencils
Radiant Heaters
Ranges, Commercial (except as covered by L–182)
Roasters
Roasting Ovens
Sandwich Toasters
Soup Cookers
Steak and Meat Tenderizing Equipment
Steam Tables
••Steamers
Stock Pots
••Strip Heaters
Table Stoves
Tea Kettles
••Unit Heaters
Urns
Vibrators
••Vane Heaters
Waffle Irons

•Only those using a fractional horsepower motor.

•• Except for industrial applications.

[F. R. Doc. 44–9564; Filed, June 29, 1944; 4:30 p. m.]

PART 944—REGULATIONS APPLICABLE TO THE OPERATION OF THE PRIORITIES SYSTEM

[Priorities Reg. 1, as Amended June 30, 1944]

Sec.
944.1 Purpose and scope of this regulation; definitions.
944.1a Certain defense orders rated AA–5.
944.1b Specific authorizations rated AA–5.
944.2 Rules for acceptance and rejection of rated orders.
944.3 Report to War Production Board of improperly rejected orders.
944.4 Assignment of preference ratings.
944.4a Cancellation of preference ratings.
944.5 Sequence of preference ratings.
944.6 Doubtful cases.
944.7 Sequence of filling rated orders.
944.8 Delivery or performance dates.
944.9 Report to War Production Board of improper delay of orders.
944.10 Effect of other regulations and orders.
944.11 Material to be used for purposes for which priorities assistance granted.
944.12 Intra-company deliveries.
944.13 Scope of regulations and orders.
944.13a Defense against claims for damages.
944.14 Inventory restriction.
944.14a Restriction on delivery.
944.15 Records.
944.16 Audit and inspection.
944.17 Reports.
944.18 Violations.
944.19 Appeals for relief in exceptional cases.
944.20 Notification of customers.

§ 944.1 *Purpose and scope of this regulation; definitions.* This regulation states the basic rules of the War Production Board which apply to all business transactions unless they are covered by more specific regulations or orders of the War Production Board which are inconsistent with this regulation. It includes transactions which are not subject to priority control in any other way than by this regulation. The following definitions apply for purposes of this regulation and any other regulation or order of the War Production Board, unless otherwise indicated.

(a) "Person" means any individual, partnership, association, business trust, corporation, governmental corporation or agency, or any organized group of persons, whether incorporated or not.

(b) "Defense order" means:

(1) Any contract or purchase order for material to be delivered to, or for the account of the Army or Navy of the United States, the United States Maritime Commission, the War Shipping Administration, the Panama Canal, the Coast and Geodetic Survey, the Coast Guard, the Selective Service System, the Civil Aeronautics Administration, the National Advisory Committee for Aeronautics, the Office of Scientific Research and Development, Defense Supplies Corporation, Metals Reserve Company.

(For status of Panama Canal and Coast Guard in general see Interpretation 1 e.)

(2) Any contract or purchase order placed by any agency of the United States Government for material to be delivered under the Act of March 11, 1941, entitled "An Act to Promote the Defense of the United States" (Lend-Lease Act).

(3) Any contract or purchase order for material which is to be ultimately delivered to the government of any country whose defense the President deems vital to the defense of the United States pursuant to the act of March 11, 1941, entitled "An Act to Promote the Defense of the United States" (Lend-Lease Act).

(c) "Material" means any commodity, equipment, accessory, part, assembly or product of any kind.

§ 944.1a *Certain defense orders rated AA–5.* Every defense order placed after March 18, 1944, for any material which has not been specifically assigned a higher preference rating is hereby assigned a rating of AA–5.

§ 944.1b *Specific authorizations rated AA–5.* When a War Production Board order or regulation with respect to a particular material requires specific authorization for the placing of a purchase order or for delivery or acceptance of delivery, every purchase order for delivery of that material which is specifically authorized pursuant to the order is rated AA–5 unless it is otherwise assigned a higher rating. This does not apply to materials for which ratings may not be used (such as those on List A of Priorities Regulation 3), or materials for which only certain specified ratings may be used (such as those on Schedule A of M–328).

§ 944.2 *Rules for acceptance and rejection of rated orders.* Every order bearing a preference rating must be accepted and filled regardless of existing contracts and orders except in the following cases:

(a) A person must not accept a rated order for delivery on a date which would interfere with delivery on equal or higher rated orders which he has already accepted, or if delivery of the material ordered would interfere with delivery on an order which the War Production Board has directed him to fill for that material or for a product which he makes out of it.

(b) A person must not accept a rated order (except an AAA) for delivery on a date which can be met only by using material which was specifically produced for delivery on another rated order, and which is completed or is in production and scheduled for completion within 15 days.

(c) If a person, when receiving a rated order bearing a specific delivery date, does not expect to be able to fill it by the time requested, he must not accept it for delivery at that time. He must either (1) reject the order, stating when he could fill it, or (2) accept it for delivery on the earliest date he expects to be able to deliver, informing the customer of that date. He may adopt either of these two courses, depending on his understanding of which his customer would prefer. He may not reject a low rated order just because he expects to receive conflicting higher rated orders in the future, nor because he would for any reason prefer to have higher ratings.

(d) If a person receives a rated order which is not required by § 944.8 to bear a specific delivery date and which he cannot fill promptly, he must accept it as long as he expects to be able to fill it within a reasonable time, unless he makes a consistent practice of not carrying a backlog and rejecting orders which cannot be promptly filled. He may treat different classes of customers differently in this respect, but only if there is a reasonable basis for the distinction. For example, he may make a regular practice of rejecting unfillable orders from all retailers but holding for backlog orders from all industrial customers.

(e) A rated order need not be (but may be) accepted in the following cases, but there must be no discrimination in such case against rated orders, or between rated orders of different customers:

(1) If the person seeking to place the order is unwilling or unable to meet regularly established prices and terms of sale or payment. (When a person who has a rating asks a supplier to quote his regularly established prices and terms of sale or payment, the supplier must do so, except that if this would require detailed engineering or accounting work, he may give his best estimate without such work and state that it is not binding. However, the supplier need not quote if he is not required to accept the rated order and knows that he will not do so if he receives it.)

(For status of OPA ceiling prices under this section see Interpretation 2. For rule covering types of sales and types of purchasers see Interpretation 3.)

(2) If the order is for the manufacture of a product or the performance of a service of a kind which the person to whom the order is offered has not usually made or performed, and in addition if either (i) he cannot fill the order without substantially altering or adding to his facilities or (ii) the order can readily be performed by someone else who has usually accepted and performed such orders.

(3) If the order is for material which the person to whom the order is offered produces or acquires for his own use only, and he has not filled any orders for that material within the past two years, except on "special sales" as permitted on Priorities Regulation 13. If he has, but the rated order would take more than the excess over his own needs, he may not reject the rated order unless filling it would interfere with equal or higher rated orders already on hand, or orders which the War Production Board has directed him to fill, for the material or for a product which he makes out of it.

(4) If filling the order would stop or interrupt his production or operations during the next 40 days in a way which would cause a substantial loss of total production or a substantial delay in operations.

(f) Any person who fails or refuses to accept an order bearing a preference rating shall, upon written request of the person placing the order, promptly give his reasons in writing for his failure or refusal.

(For types of contracts which must be deferred see Interpretation 1b. For rule as to use of facilities of controlled materials producers see Interpretation 4.)

(g) Some orders of the War Production Board provide special rules as to the acceptance and rejection of orders for particular materials. In such cases, the rules stated above in this section are inapplicable to the extent that they are inconsistent with the applicable order of the War Production Board. In addition, the War Production Board may specifically direct a person in writing to fill a particular purchase order or orders. In such cases he must do so without regard to any of the above rules in this § 944.2, except that he may insist upon compliance with regularly established prices and terms of payment.

§ 944.3 *Report to War Production Board of improperly rejected orders.* When a rated order is rejected in violation of this regulation, the person who wants to place it may file a report of the relevant facts with the War Production Board, which will take such action as it considers appropriate after requiring an explanation from the person rejecting the order.

§ 944.4 *Assignment of preference ratings.* Preference ratings may be assigned to contracts, orders or deliveries by means of preference rating certificates, or by rules, regulations or orders of the War Production Board assigning ratings to particular orders or deliveries or to specified classes of orders or deliveries. Such ratings may be assigned to accepted contracts or orders, and also to orders which have not been placed or accepted at the time the rating is applied for. Ratings are also assigned by certain governmental agencies, authorized by the War Production Board, to their own purchase orders or contracts. In some cases the War Production Board will raise or lower ratings already assigned and in that event the rules of Priorities Regulation 12 (§ 944.33) apply. Specific orders may also be issued as to particular deliveries or as to the use of particular facilities, without assigning ratings thereto.

§ 944.4a *Cancellation of preference ratings.* If a preference rating which has been assigned to a named individual is revoked, he must immediately, in the case of each order to which he has applied the rating, either cancel the order or inform his supplier that it is no longer to be treated as rated. If a regulation or order of the War Production Board which assigns a rating to a class or group of persons without naming them individually is revoked after March 18, 1944, they may not apply the rating to orders placed after the revocation. Orders to which they have already applied the rating for delivery within three months after the revocation remain validly rated, but, in the case of each order which they have placed for delivery after three months from that date, they must either cancel the order or withdraw the rating. If any person receives notice from his customer that the customer's order is no longer rated or that the customer's order is cancelled, he must immediately withdraw any extensions of the rating which he has made to orders placed by him. The War Production Board may specify different rules for the treatment of outstanding ratings at the time it revokes them.

(For the rules about transferring preference ratings when contracts are assigned, see Interpretation 5.)

§ 944.5 *Sequence of preference ratings.* Preference ratings in order of precedence are: AAA, AA–1, AA–2, AA–2X, AA–3, etc.; A–1–a, A–1–b, etc.; A–2, A–3, etc.; B–1, B–2, etc. The letter "X" after a numeral indicates that such rating is inferior to the rating of the same numeral and superior to the rating of the next numeral. (For example, AA–2X is inferior to AA–2 and superior to AA–3.) The War Production Board, after March 18, 1944, will not assign ratings below AA–5 but any such ratings which were assigned before that date may be applied or extended.

§ 944.6 *Doubtful cases.* Whenever there is doubt as to the preference rating applicable to any order, or as to whether a particular order is a defense order, the matter is to be referred to the War Production Board for determination, with a statement of all pertinent facts.

§ 944.7 *Sequence of filling rated orders.* (a) Every person who has rated orders on hand must schedule his operations, if possible, so as to fill each rated order by the required delivery or performance date (determined as explained in § 944.8). If this is not possible for any reason, he must give precedence to higher over lower rated orders and to all rated over unrated orders. However, material specifically produced for a rated order may not be used to fill a higher rater order (except AAA) subsequently received if the material is completed or is in production and scheduled for completion within 15 days. A low rated order bearing an earlier delivery or performance date must be filled before a higher rated order bearing a later delivery or performance date if it is possible to fill both of them on the required dates.

(b) As between conflicting orders which bear the same preference rating, precedence must be given to the order which was received first with the rating. As between conflicting orders received with the same preference rating on the same date, precedence must be given to the order which has the earlier required delivery or performance date.

(c) If a rated order or the rating applicable to an order is cancelled when the supplier has material in production to fill it, he need not immediately stop to put other rated orders into production if doing so would cause a substantial loss of total production. He may continue to process that material which he had put into production for the cancelled order to a stage of completion which would avoid a substantial loss of total production, but he may not incorporate any material which he needs to fill any rated order on hand. He may not, however, delay putting other rated orders into production for more than 15 days. Special rules regarding controlled materials are given in paragraph (c) (4) of CMP Regulation 2 and Interpretation 2 of that regulation.

(See Interpretation 1 c.)

§ 944.8 *Delivery or performance dates.* (a) Every rated order placed after March 18, 1944, must specify delivery or performance on a particular date or dates or within specified periods of not more than 31 days each, which in no case may be earlier than required by the person placing the order. Any order which fails to comply with this rule must be treated as an unrated order. The words "immediately" or "as soon as possible", or other words to that effect, are not sufficient for this purpose. There are four exceptions to this rule, where a rated order need not bear a required delivery or performance date as long as it is understood that delivery or performance is required as soon as practicable or customary: (1) Orders for maintenance, repair or operating supplies as identified by the symbol MRO or otherwise; (2) orders placed with or by persons who normally take physical delivery of the item ordered to hold it in stock for resale; (3) orders for not more than $100; (4) orders rated AAA.

(b) The required delivery or performance date, for purposes of determining the sequence of deliveries or performance pursuant to § 944.7, shall be the date on which delivery or performance is actually required. The person with whom the order is placed may assume that the required delivery or performance date is the date specified in the order or contract unless he knows either (1) that the date so specified was earlier than required at the time the order was placed, or (2) that delivery or performance by the date originally specified is no longer required by reason of any change of circumstances. A delay in the scheduled receipt of any other material which the person placing the order requires prior to or concurrently with the material ordered, shall be deemed a change of circumstances within the meaning of the foregoing sentence.

(c) If, after accepting a rated order which specifies the time of delivery, the person with whom it is placed finds that he cannot fill it on time or within 15 days following the specified time, owing to the receipt of higher rated orders or for other reasons, he must promptly notify the customer, telling him approximately when he expects to be able to fill the order.

§ 944.9 *Report to War Production Board of improper delay of orders.* When delivery or performance of a rated order is unreasonably or improperly delayed, the customer may file a report of the relevant facts with the War Production Board, which will take such action as it considers appropriate after requiring an explanation from the person with whom the order is placed.

§ 944.10 *Effect of other regulations and orders.* Specific allocations or other directions of the War Production Board for delivery of material or the use of facilities must be complied with regardless of ratings, unless otherwise specified. If restrictions under two or more regulations or orders of the War Production Board apply to the same subject matter, the most restrictive controls unless otherwise expressly provided. Defense orders or other rated orders are not exempt from restrictions on the amount of materials that may be made or delivered unless expressly so stated.

§ 944.11 *Material to be used for purposes for which priorities assistance granted.* (a) Any person who obtains material with priorities assistance must, if possible, use or dispose of it (or of the product into which it has been incorporated) for the purpose for which the assistance was given. This restriction applies to material obtained by means of a preference rating, allocation, specific direction, CMP allotment, or any other action of the War Production Board. Physical segregation is not required as long as the restrictions applicable to any specific lot of material or product are observed with respect to an equivalent amount of the same material or product. The foregoing restriction does not apply to scrap normally generated in the fabrication of material, but the use and disposition of certain forms of scrap are restricted by certain other regulations and orders of the War Production Board.

(b) When a material, or a product into which it has been incorporated, can no longer be used for the purpose for which the priorities assistance was given (for example, when the priorities assistance was given to fill a particular contract or purchase order and the material or product does not meet the customer's specifications or the contract or purchase order is cancelled), its use or disposition shall be restricted as follows:

(1) If the holder does not regularly sell similar materials or products in the course of his business, he may sell or transfer it only as provided in Priorities Regulation 13 (§ 944.34). Also, he may use it for any purpose for which he has the necessary preference rating and if he satisfies any other conditions which would be necessary in order to buy it for use by him from someone else under that regulation;

(2) The holder may use or dispose of the material or product to fill, in accordance with this regulation, a contract or purchase order bearing a preference rating of AA–5 or higher (or a rating as high as that with which the material was obtained, if it was obtained with a rating lower than AA–5), unless either the filling of the contract or purchase order or the fabrication of the material or product to fill that type of contract or purchase order is prohibited by an order or regulation of the War Production Board.

(3) The holder may use it to fill his own needs (such as meeting his requirements for maintenance, repair or operating supplies) if he has been authorized to obtain similar materials or products for that purpose by applying or extending a preference rating of AA–5 or higher (or a rating as high as that with which the material was obtained if he obtained it with a rating lower than AA–5), *Provided*, That use of the same for that purpose is not prohibited by an order or regulation of the War Production Board;

(4) It may be redelivered to the person from whom it was obtained, if he is willing to accept redelivery; or it may be delivered to the manufacturer, if he is willing to accept it;

(5) It may be used or disposed of as scrap, unless the use or disposition is prohibited by other regulations or orders of the War Production Board; or

(6) It may be used or disposed of in any other manner specifically authorized in writing by the War Production Board. Field offices of the Board will advise persons making inquiry of the method of obtaining authorization.

(c) In any event, if a material or product is a controlled material or a Class A product obtained pursuant to an allotment under CMP Regulation 1, the holder may use or dispose of it in accordance with paragraph (u) of that regulation.

§ 944.12 *Intra-company deliveries.* When any rule, regulation or order of the War Production Board prohibits or restricts deliveries of any material by any person, such prohibition or restriction shall, in the absence of a contrary direction, apply not only to deliveries to other persons, including affiliates and subsidiaries, but also to deliveries from one branch, division or section of a single enterprise to another branch, division or section of the same or any other enterprise under common ownership or control.

(For rule as to effect of inventory and small order provisions on separate operating units of same company see Interpretation 8.)

§ 944.13 *Scope of regulations and orders.* All regulations and orders of the War Production Board (including directions, directives and other instructions) apply to all subsequent transactions even though they are covered by previous contracts. Regulations and orders apply to transactions in the territories or insular possessions of the United States unless the regulation or order specifically states that it is limited to the continental United States or to the 48 states and the District of Columbia. However, restrictions of War Production Board orders or regulations on the use of material or on the amount of inventory shall not apply when the material is used or the inventory is held directly by the Army or Navy outside the 48 states and the District of Columbia, unless otherwise specifically provided.

(For application of WPB regulations and orders to liquidation sales see Interpretation 1d.)

§ 944.13a *Defense against claims for damages.* No persons shall be held liable for damages or penalties for any default under any contract or order which shall result directly or indirectly from compliance with any rule, regulation or order of the War Production Board, notwithstanding that any such rule, regulation or order shall thereafter be declared by judicial or other competent authority to be invalid.

§ 944.14 *Inventory restriction.* Unless specifically authorized by the War Production Board, no person shall knowingly make delivery of any material whatever, and no person shall accept delivery thereof if the inventory of such material of the person accepting delivery, in the same or other forms, is, or will by virtue of such acceptance become, in excess of the practicable minimum working inventory reasonably necessary to meet deliveries of the products of the person accepting delivery, on the basis of his current method and rate of operation. Unless specifically authorized by the War Production Board, no person shall process, fabricate, alloy or otherwise alter the shape or form of any material if his inventory of such material in its processed, fabricated, alloyed or otherwise altered shape or form is, or will by virtue of such operation become, in excess of a practicable minimum working inventory thereof. The term "practicable minimum working inventory" is to be strictly construed. The mere fact that the rate of turnover has increased or that materials are difficult to obtain does not justify maintaining inventories above the minimum with which operations can be continued. In the calculation of the practicable minimum working inventory of any person who imports material, either directly or through an agent, deliveries of such imported material to such person may be excluded.

§ 944.14a *Restriction on delivery.* No person shall deliver any material which he knows or has reason to believe will be accepted, redelivered, held or used in violation of any order or regulation of the War Production Board.

(For application of this section to seasonal industries see Interpretation 1a, and to minimum sale quantities and production runs see Interpretation 7.)

§ 944.15 *Records.* Each person participating in any transaction to which any rule, regulation or order of the War Production Board applies shall keep and preserve for a period of not less than two years accurate and complete records of his inventories of the material to which such rule, regulation or order relates and of the details of all transactions in such materials. Such records shall include the dates of all contracts or purchase orders accepted, the delivery dates specified in such contracts or purchase orders, and in any preference rating certificates accompanying them, the dates of actual deliveries thereunder, description of the material covered by such contracts or purchase orders, description of deliveries by classes, types, quantities, weights and values, the parties involved in each transaction, the preference ratings, if any, assigned to deliveries under such contracts or purchase orders, details of defense orders and all other rated orders either accepted or offered and rejected, and other pertinent information. Records kept by any person pursuant to this section shall be kept either separately from the other records of such person and chronologically according to daily deliveries by such person, or in such form that such a separate chronological record can be promptly compiled therefrom. Whenever a regulation or order requires a person to restrict his operations in proportion to his operations in a base period (for example, an order may forbid him to use more of a certain kind of material than he used in the fourth quarter of 1942) he must determine, as accurately as is reasonably possible, his base period operations and preserve a written record of any figures and work sheets showing how he made his calculations for inspection by War Production Board officials as long as the regulation or order remains in force and for two years after that. Whenever a person is restricted as to the quantity of material he may use in production or the amount he may produce, under quota restrictions, limitation orders, authorized production schedules, special directions or similar provisions, he must keep reasonably adequate records of the material consumed and of production to show whether he is complying with the restrictions. This record-keeping requirement has been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(Photographic copies of records may be kept. See Interpretation 6.)

§ 944.16 *Audit and inspection.* All records required to be kept by this regulation or by any rule, regulation or order of the War Production Board shall, upon request, be submitted to audit and inspection by its duly authorized representatives.

§ 944.17 *Reports.* Every person shall execute and file with the War Production Board such reports and questionnaires as it shall from time to time request, subject to the approval of the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

§ 944.18 *Violations.* Any person who violates any provision of this regulation or any other rule, regulation or order of the War Production Board, or who, by any statement or omission, wilfully falsifies any records which he is required to keep, or who otherwise wilfully furnishes false or misleading information to the War Production Board, and any person who obtains a delivery, an allocation of material or facilities, or a preference rating by means of a material and wilful, false or misleading statement, may be prohibited by the War Production Board from making or obtaining further deliveries of material or using facilities under priority or allocation control and may be deprived of further priorities assistance. The War Production Board may also take any other action deemed appropriate, including the making of a recommendation for prosecution under section 35 (A) of the Criminal Code (18 U. S. C. Sec. 80), or under the Second War Powers Act (Public No. 507, 77th Congress, March 27, 1942).

§ 944.19 *Appeals for relief in exceptional cases.* Any person who considers that compliance by himself or another with a rule or regulation or order of the War Production Board would work an exceptional and unreasonable hardship on him may appeal for relief. The rules for the filing and handling of appeals are given in Priorities Regulation 16.

§ 944.20 *Notification of customers.* Any person who is prohibited from or restricted in making deliveries of any material by the provisions of any rule, regulation or order of the War Production Board shall, as soon as practicable, notify each of his regular customers of

the requirements of such rule, regulation or order, but the failure to give notice shall not excuse any customer from the obligation of complying with any requirements applicable to him.

Issued this 30th day of June 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

INTERPRETATION 1A

INVENTORIES IN SEASONAL INDUSTRIES

The question has been raised, in connection with various seasonal industries, whether a company which is engaged in such an industry and which normally stocks up inventory in advance of the season, is forbidden by the foregoing regulation from doing so.

The prohibition against accepting delivery of inventory "in excess of the practicable minimum working inventory reasonably necessary to meet deliveries of the products of the person accepting delivery, on the basis of his current method and rate of operation," does not prevent the acceptance of delivery by such person of his requirements of the inventory in question provided, (a) that such person is not guilty of hoarding, and (b) that the deliveries accepted are no greater and no further in advance than those which he would normally accept in the ordinary course of his business to meet reasonably anticipated requirements. (Issued Mar. 18, 1944.)

INTERPRETATION 1B

TYPES OF EXISTING CONTRACTS WHICH MUST BE DEFERRED

Section 944.2 of Priorities Regulation 1, as amended, makes compulsory the acceptance and filling of rated orders for any material "regardless of existing contracts and orders". The "existing contracts" referred to include not only ordinary purchase contracts but other arrangements achieving substantially the same results, though in form they may concern the use of production facilities rather than the material produced. Preference ratings are applicable to facilities as well as materials.

Examples of such "existing contracts" which must be subordinated to higher rated orders are (1) arrangements whereby a producer, regularly engaged in producing a given product for sale to others, leases a portion of his plant, or the whole of it for a relatively short period, as a going concern to one of his customers and operation is continued under the producer's management and with the producer's regular personnel; and (2) arrangements whereby such a producer, in lieu of buying raw materials and selling the product, accepts raw materials belonging to a customer for processing pursuant to a toll agreement or similar undertaking. If the deliveries to be made to such customer carry a preference rating, the sequence of deliveries as compared with deliveries to other persons placing orders with the producer is to be determined as provided in § 944.7 of Priorities Regulation No. 1. (Issued Mar. 18, 1944.)

INTERPRETATION 1C

SEQUENCE OF DELIVERIES AND PRODUCTION FOR RATED ORDERS

The provisions of § 944.7 (b) of Priorities Regulation No. 1, as amended, with respect to the sequence of deliveries bearing the same preference rating, are applicable only in cases where different deliveries bearing the same preference rating cannot be made on schedule. If material supply and available facilities permit deliveries bearing the same rating to be made on schedule, Regulation No. 1 does not have any particular effect on the sequence of production for such deliveries. Where it is necessary to choose between deliveries bearing the same preference ratings, delivery to the customer from whom the order was first received with the rating is to be preferred and production schedules must be adjusted accordingly. For example, suppose a rated order is received from one customer in January for August delivery and another order bearing the same rating is received from a second customer in June calling for July delivery. If both deliveries cannot be made on schedule, the second customer is not permitted to get the material away from the first customer. The producer must defer production on the second order to the extent necessary to make delivery on the first order on the August delivery date. If, on the other hand, both deliveries can be made on schedule, it is not necessary to produce or make delivery on the first customer's order ahead of that of the second. (Issued Mar. 18, 1944.)

INTERPRETATION 1D

APPLICATION OF ORDERS AND REGULATIONS TO SALES BY AUCTIONEERS, RECEIVERS, TRUSTEES, ETC.

The impression has arisen that orders and regulations of the War Production Board which restrict the sale, transfer or delivery of materials, products or equipment, need not be observed in the case of sales made by auctioneers, receivers, trustees in bankruptcy, and other cases where the assets of a business are being liquidated. This impression is erroneous.

All orders and regulations of the War Production Board which control the sale, transfer or delivery of any material, product or equipment, apply to sales made by any person, whether for his own account or for the account of others, and all restrictions upon accepting delivery apply to acceptance of delivery at any type of sale, except as otherwise provided in Priorities Regulation No. 13 with respect to "special sales" or as otherwise provided in any other applicable regulation or order. Any sale made in violation of any order or regulation or any delivery accepted in violation of any order or regulation, subjects parties to all penalties provided by law, including liability for prosecution under Title III of the Second War Powers Act, which specifies penalties up to $10,000 or imprisonment for one year or both. (Issued Mar. 18, 1944.)

INTERPRETATION 1E

ARMY INCLUDES PANAMA CANAL—NAVY INCLUDES COAST GUARD

(a) Section 944.1 (b) defines "defense order" to mean, among other things, any contract or purchase order for material or equipment to be delivered to or for the accounts of the Army or Navy of the United States, the Panama Canal or the Coast Guard. At the present time the Panama Canal is part of the Army and the Coast Guard is part of the Navy. Some question has arisen as to whether the specific enumeration in Priorities Regulation No. 1 of the Panama Canal and the Coast Guard means that they do not fall within general references to the Army and Navy in other regulations and orders of the War Production Board. In particular, inquiries have been made as to whether exemptive provisions in limitation and conservation orders in favor of the Army and Navy also provide exemptions for the Panama Canal and the Coast Guard when the latter are not specifically mentioned.

An exemptive or other provision applicable to the Army also applies to the Panama Canal, and a provision applicable to the Navy to the Coast Guard, unless the provision expressly states otherwise.

(b) Question has also been raised as to the status of the Office of Strategic Services under § 944.1 (b) and similar general references to the Army and Navy in other regulations and orders of the War Production Board.

The operations of the Office of Strategic Services are under the direction and supervision of the Joint Chiefs of Staff. Therefore, any provision in a regulation or order of the War Production Board which applies to both the Army and the Navy (but not a provision which applies to the Army alone or to the Navy alone) also covers the Office of Strategic Services. (Issued Mar. 18, 1944)

INTERPRETATION 2

REGULARLY ESTABLISHED PRICES AND OPA CEILING PRICES

An order bearing a preference rating may not be rejected on the ground that the price is below the regularly established price, if the purchaser offers the OPA ceiling price.

Section 944.2 of Priorities Regulation 1 makes the acceptance of rated orders mandatory except in the several situations specified in the section. The only exception dealing with price is contained in paragraph (e) (1) which states that a rated order need not be accepted "if the person seeking to place the order is unwilling or unable to meet regularly established prices and terms of sale or payment".

"Regularly established prices" cannot be higher than OPA ceiling prices. They may, however, be lower. (Issued Mar. 18, 1944.)

INTERPRETATION 3

REJECTION OF RATED ORDERS FOR FAILURE TO MEET ESTABLISHED PRICES AND TERMS

(a) Section 944.2 of Priorities Regulation 1 states that every order bearing a preference rating must be accepted and filled with certain exceptions listed in the section. One exception is where a buyer does not "meet regularly established prices and terms of sale or payment". This exception applies to a seller who receives a rated order for quantities which are less than the minimum which he regularly sells. For example, a manufacturer who has been selling only in carload lots may reject a rated order for a less than carload lot.

This exception applies similarly to a person who regularly sells only in multiples of a specified quantity and receives a rated order for a number which is not a multiple of that quantity. For example, a manufacturer who regularly sells his product only in standard shipping packages containing one dozen receives a rated order for 40. He may fill the whole order or he may fill it to the extent of 36 and reject it for 4.

A further problem arises when a manufacturer receives such an order with split ratings. For example, suppose the manufacturer who sells his product only in standard shipping packages of a dozen receives an order for 30 rated AA–4 and 20 rated AA–5. In such a case the general rule is that amounts in excess of a multiple of the standard shipping package ordered at higher ratings may be included with amounts ordered at lower ratings if the manufacturer wishes to adhere to his standard shipping package and not fill the order as received. He may then, in the case supposed, treat the order as one for 24 items rated AA–4 and 24 rated AA–5 and reject it for 2 of the items. Of course, he may fill the order as placed if he prefers to do so; but, if he does not he must fill it as illustrated above.

(b) The exception also applies to the seller who regularly sells only to certain types of trade purchasers, such as wholesalers, jobbers or retailers. He may reject orders from other types of purchasers but only if it is practicable to obtain the merchandise in the required quantity through regular trade channels.

(c) It should be noted that paragraph (e) of § 944.2 in which the above exception appears includes the requirement that "there must be no discrimination in such case against rated orders, or between rated orders of different customers." This means, for example, that a seller who sells principally at wholesale but also at retail to one or more customers may not reject rated retail orders from other customers. However, if a manufacturer or wholesaler has an exclusive distributor, either for all sales or for a particular territory, he may reject orders from other purchasers provided the exclusive distributor is in a position to fill the orders promptly. (Issued Mar. 18, 1944.)

INTERPRETATION 4

ACCEPTANCE OF RATED ORDERS FOR USE OF FACILITIES BY CONTROLLED MATERIALS PRODUCERS

Section 944.2 of Priorities Regulation No. 1 provides for the compulsory acceptance of defense and other preference rated orders for the use of facilities, and § 944.7 provides for the sequence of deliveries on such orders. With respect to all such orders placed with a producer of controlled materials, the provisions of these sections are applicable only to the extent that they do not interfere with the acceptance, production, and delivery of orders which he is permitted to fill under paragraph (t) (3) of CMP Regulation No. 1. (Issued Mar. 18, 1944.)

INTERPRETATION 5

EFFECT OF ASSIGNMENT OF A RATED ORDER OR CONTRACT ON SEQUENCE OF DELIVERY

When a rated contract is assigned, the rating remains applicable to the contract as assigned if, but only if, the assignee uses the material covered by the contract for substantially the same purpose for which the rated contract was placed.

Examples. (1) The Navy places a rated order with A and A extends the rating to B. Later the Navy and A cancel the contract and the Navy enters into a new contract with C for delivery of the same product at the same time and applies the same rating to it. A assigns to C his contract with B. The rating which A had extended to B remains valid as of the time it was extended by A, and B must honor it in making delivery to C.

(2) A steel mill places an order for a repair part rated AA–1 under CMP Regulation No. 5. The steel mill finds that it does not need the part but another steel mill needs the same and asks the first mill to assign its contract for the part. The second mill could also apply a AA–1 rating to the delivery. However, it prefers to use the first mill's rating so as to come ahead of the orders which have been placed since the first mill placed its order. The second mill may not make this use of the rating, since the rated order was placed for the repair of the first mill's facilities and the purpose of the order has thus been changed.

(3) The War Production Board assigns a rating on a PD–1A certificate to a textile manufacturer to buy some textile machinery. He places an order with a machinery manufacturer and applies the rating to the order. He decides he does not need the machinery but finds another textile producer who does need the machinery and is willing to purchase the same from him. He therefore assigns the contract for the machinery to the second textile producer. The rating does not apply to the delivery to the second producer since it was assigned by the War Production Board only for the purpose of filling a specific need shown by the first textile producer. (Issued July 24, 1943.)

INTERPRETATION 6

MICROFILM RECORDS

Records required to be kept by § 944.15 of Priorities Regulation No. 1 or by any other order or regulation of the War Production Board may be kept in the form of microfilm or other photographic copies instead of the originals. (Issued Aug. 14, 1943.)

INTERPRETATION 7, AS AMENDED APR. 14, 1944

MINIMUM SALE QUANTITIES AND PRODUCTION RUNS

(a) *Applicable provisions of the regulations.* Section 944.14 of Priorities Regulation No. 1 forbids the making or acceptance of a delivery which will give the customer more than the "practicable minimum working inventory reasonably necessary" for him to make his own deliveries. A similar provision in paragraph (b) (2) of Priorities Regulation No. 3 says that a customer who is applying a rating for which no specific quantities have been authorized may use it only to get the "minimum required amounts".

(b) *Factors to be considered in determining how much can be ordered and delivered.* In determining a customer's minimum inventory "reasonably necessary" under Priorities Regulation No. 1 or his "minimum required amounts" under Priorities Regulation No. 3, it is proper in some cases to consider not only the immediate needs of the customer's plant but also whether the amount which he orders will be a minimum production run for his supplier. The customer may order and receive (and the supplier may deliver) the customer's requirements for a longer period in advance than he actually needs at the time of delivery if, but only if, it is not practicable for him to get the item from any supplier in the smaller quantities which he presently needs. The supplier may reject his customer's order if it is less than the minimum which he regularly sells, as explained in Interpretation 3 of Priorities Regulation No. 1. This means that if he regularly sells not less than a certain minimum production run, he does not have to accept orders which either total less than the run or which call for individual deliveries of less than the run.

(c) *Relief in exceptional cases.* If the conditions stated in paragraph (b) above cannot be satisfied but the customer wants to order or accept delivery of more than his actual needs at the time of delivery, he should apply to the Redistribution Division of the War Production Board for permission, stating the facts and why it is not practicable to satisfy the conditions of paragraph (b).

(d) *Special provisions for controlled materials and Class A products.* This interpretation does not apply to deliveries of controlled materials under the Controlled Materials Plan. Rules regarding deliveries of controlled materials are given in CMP Regulation No. 2, and additional rules for Class A products are explained in Interpretation 9 to CMP Regulation No. 1.

(e) *Specific limits on ratings may not be exceeded.* This interpretation does not apply to the use of a rating where a specific quantity is stated in the instrument assigning the rating. If a person is assigned a rating for a specific amount of material, he may not use it to get more. If he finds that he can only get the material in larger quantities, he should apply for a modification of the rating.

(f) *No effect on contractual rights.* The times and amounts in which deliveries are to be made are to be determined by agreement between the supplier and the customer. Nothing in this interpretation relieves a supplier from fulfilling a contract to make deliveries at specified times in specified amounts. For example, if a customer has agreed to buy and a supplier has agreed to furnish 100 units a month for six months, this interpretation does not obligate the buyer to accept 600 units delivered during the first month, although it permits him to do so under the conditions described in paragraph (b). (Issued Apr. 14, 1944.)

INTERPRETATION 8

EFFECT OF INVENTORY AND SMALL ORDER PROVISIONS ON SEPARATE OPERATING UNITS OF THE SAME COMPANY

(a) If an individual plant, branch store, division or other operating unit normally keeps separate inventory from the rest of the corporation or firm, inventory restrictions in WPB orders and regulations apply to it separately. Thus, although another unit may have exceeded an inventory limit, this does not prevent a unit which has not exceeded it from acquiring additional inventory within the limit.

(b) Likewise, if an order of the War Production Board provides an exemption for small purchases, an operating unit which normally buys separately need not consider purchases made by other units in determining whether it comes within the exemption.

(c) It may happen that the same operating unit will be treated separately for purposes of inventory restrictions but not for purposes of small order exemptions. For example, if a distributor purchases centrally for direct shipment to several outlets which keep separate inventories, the outlets are treated separately for purposes of inventory restrictions but the central purchasing agency must include all its purchases in determining whether a transaction comes within a small order exemption.

(d) This interpretation applies only in cases where a contrary rule is not expressly stated in the applicable War Production Board order or regulation. Also it only applies where the regular business practice of the unit in question is to keep a separate inventory or to buy separately. It does not apply if the regular practice has been changed just for the purpose of coming within this interpretation. (Issued Nov. 22, 1944)

INTERPRETATION 9: Revoked Mar. 18, 1944.

[F. R. Doc. 44–9589: Filed, June 30, 1944; 11:46 a. m.]

PART 1001—TIN

[General Preference Order M–43, as Amended June 30, 1944]

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of tin for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 1001.1 *General Preference Order M–43*—(a) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable regulations of the War Production Board, as amended from time to time.

(b) *Applicability of order.* The prohibitions and restrictions contained in this order shall apply to the use of material in all items or articles hereafter manufactured irrespective of whether such items or articles are manufactured pursuant to a contract made prior or subsequent to January 10, 1944, or pursuant to a contract supported by an allotment symbol or a preference rating. Insofar as any other order of the War Production Board may have the effect of limiting or curtailing to a greater extent than herein provided the use of tin in the production of any item or article, the limitations of such other order shall be observed.

(c) *Definitions.* For the purposes of this order:

(1) "Tin" means and includes both pig tin and secondary tin.

(2) "Pig tin" means metal containing 98% or more by weight of the element tin, in shapes current in the trade (including anodes, small bars, and ingots) produced from ores, residues or scrap.

(3) "Secondary tin" means any material (except tin plate and terne plate as those terms are defined in Supplementary Order M–21–e) which contains less than 98% but not less than 1.5% by weight of the element tin.

(4) "Manufacture" means to fabricate, assemble, melt, cast, extrude, roll, turn, spin, produce, coat, or process in any way, but does not include the processing of tin ore, concentrates, residues or scrap into metallic tin.

(5) "Inventory" of a person includes the inventory of affiliates and subsidiaries of such person, and the inventory of others where such inventory is under the control of or under common control with, or available for the use of such person.

(6) "Implements of war" means combat end-products, complete for tactical operations (including, but not limited to, aircraft, ammunition, armaments, weapons, ships, tanks, military vehicles and radio and radar equipment), and any parts, assemblies or materials to be incorporated in any of the foregoing items. This term does not include facilities or equipment used to manufacture the foregoing items.

(7) "Base period" means the corresponding calendar quarter of 1940.

(8) "Distributor" means any person regularly engaged in the business of buying and selling tin, and includes warehousemen and jobbers.

(d) *General restrictions on use of tin.* (1) No product or article or part thereof shall be manufactured of pig tin if it is possible to use secondary tin for such purpose.

(2) No tin in any form shall be used in the manufacture of any item or in any process appearing on List A of this order; nor shall tin be used for any purpose except to manufacture the items or for the purposes listed in Schedule I, II, III or IV of this order, and then, only within the limitations and restrictions specified in Schedule I, II, III or IV with respect to such item or purpose.

(e) *Restrictions on the use of certain tin products.* Except with the specific permission in writing of the War Production Board granted pursuant to appeal under paragraph (k) no person shall use any of the tin-bearing products on List B of this order in the manufacture or treating of any other product or article; *Provided,* That when any such tin-bearing product is listed in Schedule I, II, III or IV it may be used for the purposes for which it is permitted to be manufactured as specified in Schedule I, II, III or IV.

(f) *Restrictions on deliveries.* (1) No person shall deliver or accept delivery of pig tin without the specific authorization in writing of the War Production Board; *Provided, however,* That in the absence of a contrary direction by the War Production Board, pig tin may be delivered without specific authorization:

(i) To the Metals Reserve Company or to any other corporation organized under section 5(d) of the Reconstruction Finance Corporation Act as amended (15 U. S. C., sec. 606 (b)), or to any duly authorized agent of any such corporation.

(ii) By any distributor in lots of three long tons or less up to but not exceeding a total of five long tons to any one customer in the same calendar month; *Provided,* That the aggregate of such deliveries which any person may receive from all distributors pursuant to the authority of this paragraph shall in no event exceed five long tons in any calendar month; and provided further, that any person seeking such a delivery shall, at the time of placing his purchase order, file with the distributor a statement substantially in the following form, signed manually or as provided in Priorities Regulation No. 7 by an official duly authorized for such purpose:

The undersigned hereby certifies:

(a) That no allocation of pig tin has been made to the undersigned by the War Production Board during the calendar month in which delivery of the pig tin covered by the accompanying purchase order is specified;

(b) That such pig tin if delivered will not cause the undersigned's total receipts of pig tin from all distributors during the same calendar month pursuant to the authorization of paragraph (f) of General Preference Order M-43, as amended, to exceed five long tons; and

(c) That such pig tin will not be used or disposed of by the undersigned in violation of any order or regulation of the War Production Board.

(Name of purchaser)

By ---
(Duly authorized official)

(2) On or before the 10th day of each calendar month, each distributor shall report to the War Production Board in such form and detail as said Board may from time to time prescribe, (subject to the approval of the Bureau of the Budget pursuant to the Federal Reports Act of 1942) his transactions in all pig tin during the previous month.

(g) *Allocations.* The War Production Board will from time to time allocate the supply of pig tin, including all pig tin released by the Metals Reserve Company, and issue specific directions as to the source, destination, and the amount of pig tin to be delivered or acquired. The War Production Board may also specifically direct the purposes and end products for which any person may convert, process or fabricate pig tin allocated to him.

(h) *Applications for, and reports of pig tin.* Application for allocations of pig tin or for specific authorization to accept delivery thereof under paragraph (f) shall be made to the War Production Board not later than the 20th day of the month next preceding the month in which delivery is desired, on Form WPB-412 or such other form as the War Production Board may from time to time prescribe. Any person who on the first day of a calendar month has in his possession or under his control two long tons or more of pig tin or who used during the preceding calendar month, 3,000 pounds or more of pig tin, shall, not later than the 20th day of such month, report to the War Production Board on Form WPB-412 in accordance with the instructions accompanying such form, regardless of whether or not he seeks an allocation of pig tin or specific authorization to accept delivery thereof during the next succeeding month.

(i) *Prohibitions against sales or deliveries with knowledge of intended misuse.* Notwithstanding the authorization by the War Production Board of a sale or delivery of tin, no person shall sell or deliver any tin or tin-bearing material or product thereof in the form of raw materials, semi-processed materials, finished parts or sub-assemblies to any person if he knows or has reason to believe such material or any product thereof is to be used in violation of the terms of this order. A supplier may rely upon the written statement of the customer seeking delivery of any such material, as to the purposes for which it will be used, unless the supplier knows or has reason to believe such statement to be false, and any such statement shall constitute on the part of the person making the same, a representation to the War Production Board within the meaning of section 35 (A) of the United States Criminal Code, 18 U. S. C. Sec. 80.

(j) *Limitation on inventories.* No person shall receive delivery of tin, or products thereof, in the form of raw materials, semi-processed materials, finished parts or sub-assemblies nor shall he put into process any raw material, in quantities which in either case shall result in an inventory of such raw, semi-processed or finished material in excess of a minimum practicable working inventory, taking into consideration the limitations placed upon the production of tin products by this order. In the absence of special permission to acquire or hold a greater supply of pig tin, forty-five days' inventory of such tin shall, for the purpose of this order, be deemed a practicable working inventory for any person except a manufacturer of tin plate as tin plate is defined in Supplementary Order M-21-e, as from time to time amended. Application for such special permission shall be made by letter to the War Production Board setting forth fully the facts upon which the applicant relies.

(k) *Appeals and communications.* Any appeal from the provisions of this order shall be made by filing a letter, referring to the particular provision appealed from and stating fully the grounds of the appeal. Appeals, reports and all communications concerning this order shall, unless otherwise directed, be addressed to the War Production Board, Tin and Lead Division, Washington 25, D. C., reference: M-43.

(l) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

Issued this 30th day of June 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

LIST A

Pursuant to the foregoing order, the use of tin in any form, including semi-finished and finished products, in the manufacture of the items and for the purposes listed below is prohibited:

1. Advertising specialties.
2. Art objects.
3. Automobile body solder, or any similar material commonly used as a filler or smoother for automobile or truck bodies or fenders except as permitted in Schedule II, paragraph (8) (a).
4. Band and other musical instruments (except as permitted in Schedule I under the item "pipe organs", paragraph 11).
5. Britannia metal, pewter metal or other similar tin bearing alloy.
6. Broom wire.
7. Buckles.
8. Buttons.
9. Chimes and bells.
10. Emblems and insignia.
11. Fasteners: eyelets, spiral binders, office and industrial staples, book match clips, paper clips, slide fasteners, dress hooks.
12. Foil (except as permitted in Schedule I under the item "foil", paragraph 4).
13. Zinc galvanizing.
14. Household furnishings and equipment.
15. Jewelry.
16. Kitchen equipment (including cutlery and tableware), except as permitted in Schedule I, paragraphs 6 and 15.
17. Novelties, souvenirs and trophies.
18. Ornaments and ornamental fittings
19. Plating or coating for decorative purposes.
20. Powder (decorative).
21. Refrigerator trays and shelves.
22. Seals and labels.
23. Slot, game and vending machines.
24. Coated paper.
25. Tin oxide and other tin chemicals (except as permitted in Schedule I, paragraph 18).
26. Toys and games.

LIST B

The following tin-bearing products shall not be used in the manufacture or treating of any other products except in accordance with the provisions of paragraph (e) of the foregoing order:

1. Automobile body solder or any similar material containing tin, commonly used as a filler or smoother for automobile or truck bodies or fenders.
2. Tin oxide and other tin chemicals (except as permitted in Schedule I, paragraph 18).
3. Solder containing more than 30% tin by weight.
4. Babbitt metal or similar alloys used as babbitt containing more than 12% by weight of tin.
5. Britannia metal, pewter metal or other similar tin-bearing alloy.
6. Foil containing more than 1% tin by weight.
7. Copper-base alloy containing more than 2% tin by weight.

SCHEDULES

Pursuant to the foregoing order, tin may be used only in the production of the items and for the purposes set forth in these Schedules, subject to any limitations, restrictions or conditions specified with respect to any such items or purpose and then, only to the extent that substitution of either a less critical material or one of lesser tin content is impracticable.

The conditions, restrictions and limitations set forth in these Schedules with respect to any listed item or purpose shall apply to the manufacture of "Implements of War" produced for the Army or Navy of the United States, U. S. Maritime Commission or the War Shipping Administration, except where the use of tin in the grade and to the extent employed is required either by the latest applicable specifications, on drawings, or by letter or contract of the government service or agency for which the same are being produced.

SCHEDULE I—MISCELLANEOUS

1. *Detonators and blasting caps (including electric blasting caps).* This item includes all necessary parts and accessories but is limited to detonators and blasting caps which are to be used in mining, quarrying, or oil drilling operations. Necessary materials to be incorporated in such detonators or blasting caps shall be exempt from the limitations, conditions and restrictions specified in this schedule with respect to any such material.

2. *Tin plate, terne plate, and terne metal.* Tin plate, terne plate and terne metal, as respectively defined in Supplementary Order M-21-e, as from time to time amended, may be manufactured as permitted under the provisions of said supplementary order. Terne metal, however, may be manufactured from secondary tin only.

3. *Collapsible tubes.* The use of tin in the manufacture of collapsible tubes is permitted subject to the limitations and restrictions of Conservation Order M-115, as amended from time to time.

4. *Foil.* In the manufacture of foil the tin content shall be limited as follows, according to the purposes for which it is to be used:

(i) Electrotypers foil—not more than 16% tin by weight.

(ii) Dental foil—not more than 30% tin by weight.

(iii) Foil to be used in condensers—not more than 4½% tin by weight.

(iv) Soft babbit foil for the preparation of industrial metallic packing—not more than 1.5% tin by weight.

(v) Foil to be used in aircraft magnetos—not more than 50% tin by weight.

The quantity of tin which any person may use in the manufacture of foil during any calendar quarter shall be limited to 25% of the quantity used by him in the manufacture of foil during the base period.

5. *Dairy equipment.* Tin may be used to coat fluid milk shipping containers which are manufactured within the restrictions and in accordance with the provisions of Conservation Order M-200. Tin may be used to manufacture dairy equipment other than such fluid milk shipping containers, but the total quantity used by any person in the manufacture of such other dairy equipment during any calendar quarter, shall be limited to the quantity used by him for such purposes during the base period. Any dairy equipment may be retinned, *Provided only,* That the amount of tin which any retinner may use during any calendar quarter, for the retinning of dairy equipment, shall be limited to 150% of the quantity used by him for such purposes during the base period.

6. *Kitchen, galley and mess equipment* for the Army or Navy of the United States, the United States Maritime Commission, the War Shipping Administration or the Forest Service of the United States Department of Agriculture. Tin may be used to coat the foregoing equipment excluding flat ware, to the extent required by the applicable specifications of the service or agency to which such equipment is to be delivered.

7. *Wire—Coating.* Tin or tin alloys may be prepared and used for coating wire only as follows and then, only when specified:

(a) *For copper wire.* There shall be no limitation upon the tin content of the coating alloy when the copper wire to be coated therewith is of a size of .0320" nominal diameter or finer. If the wire to be coated is of size larger than .0320" nominal diameter, the tin content of the coating alloy shall be limited to 12% tin by weight.

(b) *For steel wire.* (i) To be used as armature binding wire.

(ii) To be used in the manufacture of equipment for the production of textiles.

(iii) To be used in the packaging or marking of meat where the wire comes into actual contact with the meat.

(iv) In the liquor finishing process of fine steel bright wire.

8. *Foundry chaplets—Coating.* Alloys containing not more than 5% of tin by weight may be manufactured and used for coating foundry chaplets. Tin in no other form may be used for such coating, except as permitted under Supplementary Order M-21-e, as amended.

9. *Printing plates and type metal* for use by the printing, publishing and related service industries. Secondary tin only may be used in the manufacture of such plates and type metal. The quantity of secondary tin which any person may use in the manufacture of such plates and type metal during any calendar quarter, shall be limited to 75% of the quantity of tin used by him for such purposes during the base period.

10. *Dental amalgam alloys.* Tin may be used in the manufacture of dental amalgam alloys but the tin content of any such alloy shall be limited to 30% tin by weight.

11. *Pipe organs for religious and educational institutions.* Tin may be used only in the repair and maintenance of such organs and only where and to the extent that the substitution of a less critical material is impossible.

12. *Bolster metal* for use in the manufacture of cutlery and surgical instruments for the Army or Navy of the United States, the United States Maritime Commission or the War Shipping Administration. The tin content of such bolster metal shall not exceed 10% by weight and shall be derived from secondary tin only.

13. *Fusible alloys and dry pipe valve seat rings.* Tin may be used in the manufacture of fusible alloys and dry pipe valve seat rings to the extent required to meet performance specifications with respect to the operation of the product in which such alloy is to be contained.

14. *Lead-base alloys for coating sheet, tube or wire.* Lead-base alloys containing tin may be manufactured and used to coat steel sheet, steel tubes or steel wire provided the tin content of any such alloy does not exceed 2.5% by weight and is not derived from pig tin.

15. *Equipment for preparing and handling food.* In addition to the purposes specified in item (5) of this schedule with respect to dairy products, tin may be used in the manufacture or repair of the following types of equipment, but only to the extent herein indicated:

(i) To coat or to retin articles of equipment used in the processing or handling of meat in the meat-packing industry, to the extent that any such articles come into actual contact with meat. The equipment intended to be covered by this provision includes, but is not limited to: bacon combs, hangers, metal molds, shovels, forks and scoops for handling sausage and cooking utensils.

(ii) To coat or retin equipment used in the processing or cooking of any food by institutions or by industrial or commercial establishments, but only such equipment as actually comes into contact with food.

16. Tin pipe and sheet tin for lining for use in the repair or maintenance of beverage dispensing units and parts thereof. Tin pipe and sheet tin may be manufactured only for use in the repair or maintenance of beverage dispensing units and parts thereof, provided that any customer for whom such pipe or sheet tin is manufactured shall return to the manufacturer a quantity of used pipe or scrap tin equal in tin content to that of the new pipe or sheet tin delivered to him.

17. *Descaling of metal castings.* Tin may be used in descaling of metal castings to the extent specifically authorized by the War

Production Board upon application made to it by letter.

18. *Tin and tin chemicals.* Pig tin may be reprocessed for use as a reagent and in the manufacture of tin chemicals for use as reagents, for medicinal purposes and also for use in the electrolytic plating process, where tin plating is permitted.

SCHEDULE II—SOLDERS

In the manufacture of solder the tin content by weight shall be limited as follows, according to the purpose for which the solder is to be used: *Provided, however,* That no manufacturer of solder, or wholesale distributor of solder, shall deliver any solder to any user, and no user shall accept delivery of any solder, from any manufacturer of solder, or wholesale distributor of solder, unless the user shall have furnished the manufacturer or wholesale distributor with the following certificate.

The undersigned purchaser certifies, subject to the penalties of section 35 (A) of the United States Criminal Code, to the seller and to the War Production Board that the tin contained in the material covered by this order shall be used solely for the purpose listed in schedule ---- section ---- of General Preference Order M-43, or is to be incorporated in an "Implement of War" and the tin content of the material has been definitely specified.

1. Manufacture of all cellular type radiators—solder per radiator shall average not more than 21% tin by weight.

2. Manufacture of all fin and tube type radiators for military and civilian use—solder per radiator shall average not more than 32% tin by weight.

3. Solder containing not more than 50% tin by weight may be used for the following:

(a) Ammunition box liners.

4. Solder containing not more than 40% tin by weight may be used for the following:

(a) Manufacture and repair of all galvanized iron or zinc tanks.

(b) Installation and repair of water service pipes connecting the piping of a structure with the outside water main.

5. Solder containing not more than 35% tin by weight may be used for the following:

(a) All radiator repair, but only in the form of solid or cored wire solder not to exceed ⅛" in diameter.

(b) Manufacture and repair of any type of indicating, recording, measuring or controlling instruments and their associate control valves.

(c) Manufacture and repair of dairy ware and dairy equipment where solder comes in contact with products.

(d) Manufacture, assembly and repair of galvanized iron items (except tanks) where the assembly is done with a "soldering iron."

(e) Manufacture, maintenance and repair of electric motors, generators, armatures, radio and radar equipment and electrical appliances.

(f) Manufacture of electrical fuses.

(g) Manufacture of gas meters. (For the repair of gas meters in accordance with Supplementary Order M-43-b—not more than 38% tin by weight.)

(h) Wiping lead sheathed cable joints or lead pipe joints.

(i) Manufacture or repair of lap and top combs, and other equipment used in the textile industry.

(j) Manufacture of foundry patterns and for soldering patterns to the gates.

(k) Manufacture and repair of the following dairy and egg processing equipment: cheese vats, clarifiers, separators, coolers, heaters and preheaters, dehydrators, fillers, filters, fore-warmers, hot wells, homogenizers and high pressure sanitary pumps, pasteurizers, sanitary centrifugal and positive pumps, vacuum pans and sanitary pipe lines in connection with soldering on sanitary ferrules and fittings.

(l) Manufacture and repair of tanks (except galvanized and zinc tanks).

6. Solder containing not more than 21% tin by weight may be used for the following:

(a) Sealing of milk cans. (Solder used for this purpose is commonly referred to as "tipping solder".)

(b) Soldering side seams of the all-seam-soldered can until August 31, 1944 and after August 31, 1944, a maximum of 5% tin by weight shall be used.

7. Solder containing not more than 5% tin by weight may be used for the following:

(a) Manufacture of cans made with either lock or lap side seam or with a combination of lock and lap side seam, except for the manufacture of the all-seam-soldered can.

8. Solder containing not more than 3% tin by weight may be used for the following:

(a) Repair of automobile bodies and fenders—solder to be derived from secondary sources only.

9. Solder containing not more than 30% tin by weight may be used for the following:

(a) All other uses not covered above and then, only to the extent that substitution of either a less critical material or one of lesser tin content is impracticable.

The total quantity of tin, which any person may use in the manufacture of solder during any calendar quarter, shall be limited to 40% of the quantity used by him in the manufacture of solder during the base period. The tin content of all solder used in the manufacture of "Implements of War", where required by specifications, is wholly exempt from this quota restriction.

SCHEDULE III—BABBITT

In the manufacture of babbitt metal and similar alloys used as babbitt, the tin content shall be limited as follows, according to the purpose for which it is to be used: *Provided, however,* That no manufacturer of babbitt or wholesale distributor of babbitt, shall deliver any babbitt, containing more than 12% tin by weight, to any user, and no user shall accept delivery of any babbitt from any manufacturer of babbitt, or wholesale distributor of babbitt, unless the user shall have furnished the manufacturer or wholesale distributor with the following certificate.

The undersigned purchaser certifies, subject to the penalties of section 35 (A) of the United States Criminal Code, to the seller and to the War Production Board that the tin contained in the material covered by this order shall be used solely for the purpose listed in Schedule ------ section ---- of General Preference Order M-43, or is to be incorporated in an "Implement of War", and the tin content of the material has been definitely specified.

1. Repair, maintenance or replacement in existing diesel engines, turbines, locomotive connecting rod or coupling rod bearings, and irrigation water pumping engines and equipment—not more than 90% tin by weight.

2. Manufacture, repair, maintenance or replacement of multivane crosshead linings in locomotives and for lining aluminum crossheads—no restriction.

3. Repair, maintenance or replacement in an industrial engine, compressor, or pump being used by operator engaged in the petroleum industry: *Provided,* In any such case, that any priorities assistance required for such repair, maintenance or replacement is obtained in accordance with Preference Rating Order P-98-b, as amended—not more than 90% tin by weight.

4. Repair, maintenance or replacement in vessels or shipping facilities pursuant to a preference rating duly established or assigned by the United States Maritime Commission—not more than 90% tin by weight.

5. Manufacture, repair, maintenance or replacement of connecting rod and main engine bearings for trucks and tractors, and for passenger carriers having a seating capacity of not less than 11 persons as defined in Limitation Order L-158—not more than 90% tin by weight.

6. For all other purposes—not more than 12% tin by weight and only secondary tin shall be used.

The total quantity of tin which any person may use in the manufacture of babbitt metal, or other similar alloys used as babbitt, during any calendar quarter, shall be limited to 40% of the quantity used by him in the manufacture of babbitt during the base period. The tin content of all babbitt used in the manufacture of "Implements of War", where required by specifications, is wholly exempt from this quota restriction.

SCHEDULE IV—BRASS AND BRONZE

A. CAST ALLOYS

(1) Restrictions on new uses of copper-base alloy foundry products. The restrictions of this sub-paragraph are in addition to those contained elsewhere in this order and in other orders and regulations of the War Production Board. No person shall use for any purpose in manufacture, any copper-base alloy foundry product, either rough or finished, containing more than 74% copper or 2% tin, unless one or more of the following conditions is satisfied:

(i) He was lawfully using copper base alloy for the particular purpose some time during the last six months of 1943;

(ii) A War Production Board order or regulation specifically allows an alloy with a higher copper or tin content;

(iii) The specifications of the Army or Navy of the United States, the U. S. Maritime Commission or the War Shipping Administration, applicable to the contract, sub-contract or purchase order call for an alloy with a higher copper or tin content, or

(iv) He has been specifically authorized in writing by the War Production Board to use an alloy with a higher copper or tin content. (Applications for specific authorization under this sub-paragraph to use copper-base alloy foundry products containing more than 74% copper or 2% tin, where such use would otherwise be in violation of the restrictions stated above, should be made by letter in duplicate addressed to the Copper Division of the War Production Board, Washington 25, D. C., Ref: M-9-c. A provision similar to this paragraph (1) appears in Order M-9-c and one application is sufficient under both Orders M-9-c and M-43.)

(2) *General restrictions.* In any case where the tin content of brass or bronze foundry products used by a person is not restricted by the provisions of paragraph (1) of this Schedule IV, the tin content of the brass and bronze foundry products which he uses shall be limited as follows, according to the purpose for which such products are used:

(a) For the manufacture of high ratio worm gears, fire engine pump gears, jack nuts, feed nuts, elevating nuts, thrust washers or disks, machine tool spindle bearings, hydraulic pump bodies and ends for gear pumps, grinder spindle sleeve bearings or step bearings—not more than 12% tin by weight.

(b) For the manufacture of heavy, slow cooling castings (such as, for example, steel mill screw-down nuts) where the performance characteristics require that the alpha-delta eutectoid must be retained—not more than 18% tin by weight.

(c) For the manufacture of piston rings for airbrake equipment—not more than 21.5% tin by weight.

(d) For the manufacture of piston rings for locomotives—not more than 20% tin by weight.

(e) For all other purposes, a maximum tin content of 9% tin by weight, unless the lead content of the alloy is equal to, or greater than, the tin content, and in such event, not to exceed 12% tin by weight.

B. WROUGHT ALLOYS

(3) *Restrictions on new uses of wrought copper-base alloy products.* The restrictions of this sub-paragraph are in addition to those contained elsewhere in this order and in other orders and regulations of the War Production Board. No person shall use for any purpose in manufacture, any wrought copper-base alloy product, containing more than 2% tin, unless one or more of the following conditions is satisfied:

(i) He was lawfully using copper-base alloy for the particular purpose some time during the last six months of 1943;

(ii) A War Production Board order or regulation specifically allows an alloy with a higher tin content;

(iii) The specifications of the Army or Navy of the United States, the United States Maritime Commission or the War Shipping Administration, applicable to the contract, subcontract or purchase order call for an alloy with a higher tin content; or

(iv) He has been specifically authorized in writing by the War Production Board to use an alloy with a higher tin content. (Applications for specific authorization under this sub-paragraph to use wrought copper-base alloy products containing more than 2% tin, where such use would otherwise be in violation of the restrictions stated above, should be made by letter in duplicate addressed to the Tin and Lead Division of the War Production Board, Washington 25, D. C., Ref: M-43.)

(4) *General restrictions.* In any case where the tin content of wrought brass or bronze products used by a person is not restricted by the provisions of paragraph (3) of this Schedule IV, the tin content of the wrought brass and bronze products which he uses shall be limited as follows, according to the purpose for which such products are used:

(i) For the manufacture of thermostatic discs or diaphragms, bronze welding rods, fourdrinier warp wire or rifle nuts in air hammers—not more than 9% tin by weight.

(ii) For all other purposes—not more than 5.8% tin by weight.

[F. D. Doc. 44-9595; Filed, June 30, 1944; 11:47 a. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 9A, Direction 1 as Amended June 30, 1944]

COPPER TUBING FOR DISTRIBUTORS OF AUTOMOTIVE, HEATING AND REFRIGERATION REPAIR PARTS

The following amended direction is issued pursuant to CMP Regulation 9A:

(a) *What this direction does.* This direction tells distributors of automotive equipment, heating equipment (gas or oil burning), and refrigeration equipment how to get copper tubing to sell to repairmen for use in repairing such equipment.

(b) *What distributors can buy copper tubing under this direction.* Distributors of refrigeration equipment, distributors of gas or oil burner equipment, and distributors of automotive equipment who were in business on August 1, 1943 and who sold copper tubing for refrigeration, gas or oil burner or automotive repair purposes in 1941 may buy copper tubing under this direction. Warehouses who are authorized to replace brass mill stocks providing they file Form WPB-3007 may not obtain copper tubing under this direction.

(c) *How distributors get copper tubing.* A distributor of the kind covered in paragraph (b) may order for delivery in any calendar quarter up to 6000 pounds of copper tubing. He may endorse his orders for this tubing with the CMP allotment number V-3 and the CMP Regulation No. 7 certification. An order bearing this endorsement signed manually, or in the way as described in Priorities Regulation No. 7 is an authorized controlled material order under all CMP Regulations. A distributor who had more than one distribution point on August 1, 1943 may order up to 6000 pounds of copper tubing in each calendar quarter for delivery to each distribution point.

(d) *How a distributor may apply for additional tubing.* A distributor who needs more copper tubing than this direction allows, or who is not permitted under this direction to buy copper tubing for sale for repair purposes may apply by letter to the nearest War Production Board Field Office for authorization to buy the tubing he needs, stating how much copper tubing he needs for resale and why he needs that amount. If he needs more than a total of 12,000 pounds a quarter, he should apply to the Copper Division, War Production Board, Washington 25, D. C., stating how much copper tubing he needs and why he needs that amount.

(e) *Persons to whom distributors may sell copper tubing.* (1) A distributor may sell copper tubing bought under this direction only on an order placed under paragraph (c) of CMP Regulation No. 9A by (i) a refrigeration repairman, (ii) an automotive repairman and (iii) a gas or oil burner repairman. In the latter case only copper tubing of a type suitable for use for repair of functional parts of gas burning and oil burning heating equipment (excluding piping system connected with such equipment) may be sold.

(2) A distributor may sell not more than 2,000 pounds of copper tubing under this direction in one calendar quarter to fill orders placed with him by other distributors. A distributor buying from another distributor for the purpose of reselling to repairmen must so indicate when placing his orders.

No distributor may buy more copper tubing under this direction (whether from other distributors as permitted in this paragraph or from brass mill warehouses or producers) than he is permitted to buy under paragraphs (c) and (d). The fact that a distributor sells to another distributor does not increase the amount of tubing he is permitted to buy.

(f) *Restrictions on inventory.* A distributor may not accept deliveries of copper tubing ordered under this direction if his inventory of copper tubing already is, or will be, on accepting a delivery, more than a thirty-day's supply. However, if the supply of copper tubing which he has on hand is less than the permitted amount, he may accept delivery of the smallest commercial amount of that item of copper tubing which his distributor normally sells even if that will increase his supply beyond the amount specified.

(g) *Compliance with WPB orders and regulations.* Distributors operating under this direction must observe the restrictions of all applicable WPB orders and regulations. Attention is called to the provisions of M-9-c and M-9-c-4 which restrict the use of copper.

NOTE: This reporting requirement passed by Bureau of the Budget pursuant to the Federal Reports Act of 1942.

Issued this 30th day of June 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9590; Filed, June 30, 1944; 11:46 a. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 9A, Direction 4]

USE OF V-3 ALLOTMENT SYMBOL TO GET COPPER OR COPPER BASE ALLOY PIPE AND TUBING

The following direction is issued pursuant to CMP Regulation 9A:

(a) No repairman may use the V-3 allotment symbol assigned by this regulation to get from a brass mill or brass mill warehouse any copper or copper base alloy pipe or tubing unless it comes within the following descriptions:

(1) Seamless copper tubing soft in coils or in straight lengths of an O. D., gauge and type commonly sold as automotive tubing;

(2) Seamless copper tubing soft in coils in gauges .032" and .035" and of an O. D. and type commonly sold as refrigeration tubing;

(3) Seamless copper tubing soft in coils ½" or ⅜" O. D., x .049" gauge for oil burner service.

(b) Orders bearing the V-3 allotment symbol for any copper or copper base alloy pipe or tubing other than the three types described above may not be accepted or filled by any brass mill or brass mill warehouse.

(c) The term "brass mill warehouse", as used in this direction, means any warehouse which is authorized to replace deliveries from stock under the provisions of letter BM-36 (WPBI-505-Brass Mill Warehouse Replacement Orders) of July 23, 1943.

Issued this 30th day of June 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9591; Filed, June 30, 1944; 11:46 a. m.]

PART 3207—INDUSTRIAL TYPE INSTRUMENTS, CONTROL VALVES AND REGULATORS; SIMPLIFICATION

[Limitation Order L-272, Schedule III, as Amended June 30, 1944]

PYROMETERS AND RESISTANCE THERMOMETERS

§ 3207.4 *Schedule III to Limitation Order L-272*—(a) *Definitions.* (1) "Pyrometer" includes millivoltmeter and potentiometer pyrometers and means any galvanometer type or null current automatically balanced type of potential measuring instrument which measures thermocouple voltage, is calibrated in degrees temperature, and has a scale length of not less than 4½ inches; exclusive, however, of precision type pyrometers manufactured and designed for laboratory use, or for use on watercraft other than pleasure craft.

(2) "Resistance thermometer" means any galvanometer type or null current automatically balanced type resistance measuring instrument which measures variations in resistance, is calibrated in degrees temperature and has a scale length of not less than 4½ inches; exclusive, however, of precision type resistance thermometers manufactured and designed for laboratory use, or for use on watercraft other than pleasure craft.

(b) *Operation of Schedule III.* The exemption provisions of paragraph (c) (1) (i) of Limitation Order L-272 shall not apply to this schedule.

(c) *Specifications.* (1) The following features, attachments and devices shall be eliminated:

(i) Special scale designs.

(ii) Special size cases and special finishes.

(iii) Cases having special design external wiring or conduit connection, either as to type or location of connections.

(iv) Internally mounted, manually operated thermoccuple selector switches.

(v) External protection cases.

(vi) Special attachments or housing to adapt to explosion resistant service.

(vii) Special nameplates.

(viii) Legend plates.

(ix) Locks on control setters.

(x) Handles on non-portable instruments.

(xi) Connecting lugs with thermocouple leads for pyrometers having an internal resistance of one hundred ohms and above.

(2) Only one size chart for each style or type (strip or round) shall be furnished, size to be at producer's option.

NOTE: Subparagraph (3), formerly (4), redesignated and former subparagraph (3) revoked June 30, 1944.

(3) No instrument lock and keys shall be furnished except where same are a part of producer's standard manufacturing design and practice.

Issued this 30th day of June 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9594; Filed, June 30, 1944; 11:46 a. m.]

PART 3270—CONTAINERS

[Supplemental Order L-232-a, as Amended June 30, 1944]

WOODEN SHIPPING CONTAINERS FOR ORANGES AND GRAPEFRUIT

§ 3270.58 *Supplemental Order L-232-a*—(a) *Purpose.* The purpose of this supplemental order is to restrict the use of wooden shipping containers by permitting only a specified percentage of oranges and grapefruit to be shipped in them with the intent that the balance will be shipped in bags or otherwise than in wooden shipping containers.

(b) *Definitions.* For the purpose of this supplemental order:

(1) "Wooden shipping container" means any new or used shipping container made wholly or partially of wood.

(2) "Seasonal year" shall mean the period from November 1, 1943 to October 31, 1944, and the quarters of the seasonal year shall be each succeeding three month period beginning November 1, 1943.

(c) *Restrictions.* (1) No person making shipments of oranges and grapefruit originating in the areas listed below shall commercially pack or ship in wooden shipping containers in any quarter of the seasonal year a greater proportion of the total volume of his shipments of oranges and grapefruit (not including shipments for canning, juice or other processing) than the following:

	Percent
Shippers making shipments originating in Texas	85
Shippers making shipments originating in California and Arizona	96

(2) However, this restriction shall not apply to any person who commercially packs or ships oranges or grapefruit originating in California or Arizona provided he restricts his packing and shipping of those fruits in new wooden shipping containers in the quarters beginning with May 1, 1944 and August 1, 1944, to 92% of the total volume of his shipments of oranges and grapefruits during each quarter (not including shipments for canning, juice or other processing).

(3) Any person shipping less than his quota of oranges and grapefruit in wooden shipping containers in any quarter may increase his quota of shipments in wooden shipping containers in the following quarters by the amount of the difference between his quota and what he actually shipped in the preceding quarters.

(4) This restriction shall not apply to any shipper who ships less than one carload of oranges and grapefruit, or its equivalent, in any quarter.

(5) Shippers located in the Florida area have not been included in the restrictions provided for by this order because the Florida Citrus Commission is placing and administering quota restrictions to the end that not more than 90% of the total shipments in the seasonal year of oranges and grapefruit from Florida shall be in wooden shipping containers.

NOTE: Subparagraphs (3) through (5), formerly (2) through (4), redesignated June 30, 1944.

(6) Transportation of the fruit from the field to the packing sheds or from the field or packing sheds to trucks or freight cars for bulk shipment is not "shipping" for the purpose of paragraphs (c) (1) and (2).

(d) *Transfer of quotas.* Any shipper who does not ship his permitted amount of oranges and grapefruit in wooden shipping containers may transfer his unused quota to another shipper in the same area.

(e) *Miscellaneous provisions*—(1) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter referring to the particular provision appealed from and stating fully the grounds of appeal.

(2) *Records.* All persons affected by this order shall keep for at least two years records concerning the shipments of oranges and grapefruit in wooden shipping containers and shipments by other means, and also records concerning the transfer of quotas, including the names and addresses of parties involved and the amount transferred, and shall make reports on same, if required.

(3) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from accepting further deliveries of, or making deliveries in wooden shipping containers.

(4) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable provisions of the regulations of the War Production Board, as amended from time to time.

(5) *Communications.* All communications concerning this order shall, unless otherwise directed, be addressed to: War Production Board, Containers Division, Washington 25, D. C., Ref: L-232-a.

Issued this 30th day of June 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9593; Filed, June 30, 1944; 11:46 a. m.]

PART 3270—CONTAINERS

[Preference Rating Order P-146, Direction 1 As Amended June 30, 1944]

USE OF PREFERENCE RATINGS FOR U. S. NAVY DELIVERIES

The following amended direction issued pursuant to Preference Rating Order P-146:

(a) Notwithstanding the contrary provisions of Order P-146, any person may use a preference rating of AA-1 to get fibre shipping containers for the following items which are to be delivered directly to the Navy of the United States on orders placed before October 1, 1944 calling for delivery before November 1, 1944:

(1) Clothing, hats, gloves, and all other outer wear and undergarments or apparel, if made in whole or in part of leather or textile yarn, staple fibre or fabrics;

(2) Footwear, rationed and unrationed;

(3) Bedding.

(b) The preference rating to be used to obtain fibre shipping containers for the items listed in paragraph (a) of this direction for any purpose other than that stated above shall remain the same as set forth in the schedule attached to the order.

(c) The certification accompanying such an order shall refer to "Direction 1" instead of "paragraph ----."

Issued this 30th day of June 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9588; Filed, June 30, 1944; 11:45 a. m.]

PART 3270—CONTAINERS

[Limitation Order L-232, as Amended June 30, 1944]

WOODEN SHIPPING CONTAINERS

§ 3270.56 *Limitation Order L-232*—(a) *Definitions.* For the purposes of this order:

(1) "Wooden shipping container" means any new shipping container made wholly or partially of wood which is used for the shipment and delivery of commodities. The term does include any used container to which new parts have been added to replace 3 or more faces of the container. The term does not include trunks, luggage, military locker boxes, field picking boxes, or boxes consisting of more than 50% of corrugated or solid fibre (by area). It shall not include a container, made by a container user for his own use from waste material referred to as edgings, trim and off-all and excluded from the definition of lumber in Order L-335, or from second-hand lumber, *Provided*, It is not made in a box factory or wood-working establishment which sells its product to other users. Second-hand lumber is lumber which has been previously used, as in building construction, or as dunnage in bracing, blocking, or shoring, or in construction of shipping containers.

(2) [Deleted June 30, 1944.]

General Restrictions

(b) *Restrictions*—(1) *Manufacture, sale or delivery of containers.* No person shall manufacture, sell or deliver any wooden shipping containers or parts which he knows or has reason to believe will be used or accepted in violation of any provision of this order.

(2) *Manufacture and assembly of containers.* No person shall commercially manufacture or assemble any wooden shipping container for the purposes described in the several tables of Schedule A, which does not meet the specifications contained in those tables. The restrictions of this paragraph shall not apply to barrels, drums, kegs, kits or pails.

(3) *Manufacture of container parts.* No person shall commercially manufacture any wooden parts designed for any wooden shipping container described in the several tables of Schedule A which, when assembled, will not conform with the specifications of those tables. The restrictions of this paragraph shall not apply to barrels, drums, kegs, kits or pails.

(4) *Coloring.* No manufacturer, dealer in, or commercial user of wooden shipping containers or parts shall dye, stain, or otherwise color containers or parts which are described in Schedule A. The restrictions of this paragraph shall not apply to barrels, drums, kegs, kits or pails.

(5) *Printing.* All stamping, printing and labeling, unless otherwise required by law, shall be placed on only one outside surface of any wooden shipping container covered by the several tables of Schedule A of this order, whether it be an end, a side, bottom, top or cover. The restrictions of this paragraph (b) (5) shall not apply to barrels, drums, kegs, kits or pails or to paper, labels or markings which only:

(i) State the capacity of the container in terms of whole or fractional pints, quarts, pecks, or bushels; or

(ii) in the case of baskets and hampers are identifying markings provided for in regulations of the Secretary of Agriculture issued under the United States Standard Container Act of 1928; or

(iii) are designed for the purpose of encouraging salvage and reuse of the container, provided the label or printing does not include the name, brand, trade-mark or other reference to any person, firm, partnership or corporation.

Restrictions on Packing and Shipping

(c) *Restrictions*—(1) *Commodities for which wooden shipping containers are forbidden.* No person shall commercially pack or ship in wooden shipping containers any of the commodities listed in Table I of Schedule B. This shall not, however, restrict the shipment of any commodity listed which has already been packed on the date it was included in this table or the shipment of any listed commodity in wooden shipping containers which were in the shipper's inventory or in transit to him on the date it was included in this table, but only for a period of sixty days thereafter.

(2) *Quota restriction on packing.* Packers of a commodity listed in Table II of Schedule B, are restricted in the quantity of that commodity which they may pack in wooden shipping containers in each calendar quarter to a percentage of the quantity that they packed in wooden shipping containers in the same quarter of the base period. The percentage and base period for each commodity are shown in the table.

(d) [Deleted June 30, 1944.]

(e) [Deleted June 30, 1944.]

Miscellaneous

(f) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter in triplicate, referring to the particular provision appealed from and stating fully the grounds of appeal.

(g) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction, may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(h) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise directed, be addressed to War Production Board, Containers Division, Washington 25, D. C., Ref.: L-232.

(i) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable provisions of the regulations of the War Production Board, as amended from time to time.

Issued this 30th day of June 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

SCHEDULE A—SPECIFICATIONS FOR WOODEN SHIPPING CONTAINERS

TABLE I—HAMPERS, BASKETS, BERRY CUPS FOR FRESH FRUITS AND VEGETABLES

(a) Specifications for the types and dry capacities of permitted hampers, baskets, and berry cups are as follows:

Type—(1)	*Dry capacity* (2)
1. Hampers	½, ⅝, 1 bu.
2. Round stave baskets	½, 1 bu.
3. Splint baskets	8, 12, 16, 24, 32 qts.
4. Climax baskets	4, 12 qts.
5. Till baskets	1, 2, 3, 4 qts.
6. Berry cup	½, 1 pt., 1 qt.

(b) *Exceptions.* The restrictions of paragraphs (b) (2), (3), (4) and (5) of this order and of paragraph (a) of this table shall not apply to:

(1) The manufacture or assembly of wooden shipping containers referred to in this Table by any person from wooden parts cut to size by him before March 4, 1943, provided such manufacture or assembly is completed by August 31, 1943;

(2) The assembly of wooden shipping containers referred to in this table by any person from cut-to-size wooden parts bought and received by him before April 1, 1943, provided such assembly is completed by August 31, 1943.

(c) *Exemption for banana hampers.* The restrictions of this Table I shall not apply to hampers used for the shipment of bananas.

NOTE: Paragraph (d), formerly (c), redesignated June 30, 1944.

(d) "Hamper", "round stave basket", and "splint basket" have the same meanings as in rules and regulations [1] of The Secretary of Agriculture issued under the United States Standard Container Act of 1928.[2] "Climax basket", "till basket", and "berry cup" mean baskets and containers of the type subject to rules and regulations [3] of The Secretary of Agriculture issued under the United States Standard Container Act of 1916,[4] as amended.[5]

[Paragraph (d) formerly (c) redesignated June 30, 1944]

[1] U. S. Department of Agriculture Service and Regulatory Announcements No. 116, as amended.

[2] 45 Stat. 685; 15 U.S.C. 257.

[3] U. S. Department of Agriculture Service and Regulatory Announcements No. 104, revised.

[4] 39 Stat. 673; 15 U.S.C. 251.

[5] 45 Stat. 930; 15 U.S.C. 251.

TABLE II—WOODEN SHIPPING CONTAINERS FOR FRESH FRUIT AND VEGETABLES

NOTE: Items 26a, 26b, 26. added June 30, 1944.

Usual name (1)	Inside depth (inches) (2)	Inside width (inches) (3)	Inside length (inches) (4)
1. Apple box	10½[1]	11½	18.
2. Apple box	11	12½	16.
3. Apple box	11	13	17.
4. Apricot lug	4¾	12½	16.
5. Artichoke box	9¾	11	20¾.
6. Asparagus crate	10½	9 to 9½ top, 11 bottom	17⅜ or 18
7. Asparagus crate	12⅝	9¼ top, 10½ bottom	17¾.
8. Asparagus crate	11	9¾ top, 12 bottom	16¾.
9. Avocado box	4½	13½	16.
10. Berry crate	2¾	16½	21⅜.
11. Berry crate	2¾	13½	18.
12. Berry crate	3½ or 3⅞	13½	18.
13. Berry crate	9 or 9½	9	18.
14. Berry crate	7½	11	22.
15. Berry crate	9	11	22.
16. Berry crate	11	11	21¾ to 22.
17. Bushel crate	12	12	16.
18. Cantaloupe pony crate	11	11	22.
19. Cantaloupe standard crate	12	12	22.
20. Cantaloupe jumbo crate	13	13	22.
21. Cauliflower crate	8¾	18	21⅜ to 22.
22. Cauliflower crate	12⅝	14¾	24.
23. Celery crate	20	11	20⅝.
24. Celery crate	9⅜	16	19¾ to 20.
24a. Celery crate	10	16	22.
25. Celery crate	5⅞	18	12⅛.
26. Celery crate	8	8	12⅛.
26a. Celery crates	12	18	14.
26b. Celery crates	20	10	22.
26c. Celery crates	5¼	10½	17.
*27. Cherry, apricot, prune lug	3¾	11½	14.
*28. Cherry, apricot, prune lug	3¾	10½	14.
*29. Cherry, apricot, prune lug	3¾	10½	15.
30. Cranberry box	9½	10½	15.
31. Cranberry box	2⅞	11	13⅜⅛.
31a. Date box	7⅛	13¾	16.
32. Fig box	3	11	16.
*33. Fruit box	4	11½	16.
*34. Fruit box	4¼	11⅝	16.
*35. Fruit box	5[2]	11⅝	16.
*36. Fruit box	4¼	16	16.
*37. Four-basket crate	4¼	16	16.
*38. Four-basket crate	4¾	16	16.
*39. Four-basket crate	5[2]	16	16.
*40. Four-basket crate	6¾	16	22.
41. Honey dew standard crate	7¾	16	22.
42. Honey dew jumbo crate	9⅞	13	25.
43. Lemon box	13¾	17½	21¾ to 22.
44. Lettuce crate	6	12	12.
45. Lime box	6¾	13¼	16.
*46. Lug box	4¾	13½	16.
*47. Lug box	3¾	13½	16.
*48. Lug box	6¾	12	22.
49. Melon crate	7¾	14	22.
50. Melon crate	11¾	11½	24.
51. Orange and grapefruit box	12	12	24.
52. Orange and grapefruit box	9½	9¼	19.
53. Half orange and grapefruit box	8½	11½	18.
54. Pear box	6¾	11½	16.
55. Half pear box	6¾	11½	20⅝.
*56. Pear lug	6¾	13½	22.
57. Pepper crate	13¾	11	17⅛.
58. Produce box (1 bushel)	7⅝[3]	17½	17⅛.
59. Produce box (½ bushel)	7⅝[3]	12⅜	12⅜.
60. Pineapple crate	10½	12	33.
61. Rhubarb box	9	11½	24⅛.
62. Rhubarb box	3⅞[4]	11½	24⅛.
63. Sweetpotato crate	12⅝[4]	12¾ top, 13¾ bottom	16 top, 16 bottom
64. Sweetpotato crate	12	12	16¾.
65. Vegetable crate	13	17½	21¾ to 22.
66. Vegetable crate	9	13	21¾ to 22.
67. Vegetable crate	8	12	22.
68. Vegetable crate	7½	15 or 15½	18¾.

[1] The inside depth of this box may be increased up to 11⅛", either by the addition of cleats of any thickness or by the use of a solid end.

[2] The inside depth of this box may be increased up to 7 1/16" by the addition of cleats of any thickness or by the use of a solid end.

[3] The inside depth of this box may be increased up to 5½" by the addition of cleats of any thickness or by the use of a solid end.

*Wherever an asterisk appears, cleats may be used for such items, as provided for in paragraph (c) of the text of Table II.

(a) The designation in column (1) of Table II is merely for identification and shall not be construed as restricting usage. 'Inside width' and 'Inside depth' of the container are the width and length, respectively, of the end pieces or end frames, exclusive of any cleats. 'Inside length' of the container shall be its outside length minus the combined thickness of both ends and of the center piece (if any).

(b) An optional variation of up to ⅛" under or up to ¼" over the specified inside lengths is allowed. A tolerance of up to ⅛", plus or minus, in the specified inside depths and inside width is allowed for shrinkage and manufacture.

(c) No cleats may be so used as to increase inside dimensions except where an asterisk appears in Column (1) of Table II or where, and as, specified in any footnote after that table. Where an asterisk appears in Column (1) of Table II, one or more cleats of ¼", ⅜", ½", ⅝", ¾", 1 1/16", or ⅞" thickness may be attached to the top of each end piece, or end frame, provided such cleat or cleats do not increase the inside dimensions of the container by more than the specified thickness of the cleat or cleats.

(d) *Exceptions.* (1) The restrictions of paragraphs (b) (2), (3), (4) and (5) of this order and of this Table II shall not apply to:

(i) The manufacture or assembly of wooden shipping containers by any person from wooden parts cut to size by him before March 4, 1943; provided, such manufacture or assembly is completed by August 31, 1943:

(ii) The assembly of wooden shipping containers by any person from cut-to-size wooden parts bought and received by him before April 1, 1943; provided, such assembly is completed by August 31, 1943;

(2) The restrictions of this Table II shall not apply to the manufacture or assembly of wooden shipping containers, or the manufacture of wooden parts for wooden shipping containers, to be delivered:

(i) To or for the account of the Army, the Navy, the Coast Guard, the Maritime Commission, the War Shipping Administration, or the Department of Agriculture (for Lend-Lease purposes), provided, the government agency's specifications require wooden shipping containers which do not comply with Table II.

(ii) To any person for use in packing fresh fruits or vegetables for delivery to or for the account of such government agencies; provided, the government agency's specifications require wooden shipping containers which do not comply with Table II; and provided further, such person furnishes the container or container-parts supplier with a written certification in substantially the following form, signed by an authorized official, either manually or as provided in Priorities Regulation No. 7;

"This is to certify that specifications of orders received by the undersigned from (designate government agency) require wooden containers not conforming with Order L-232. The material ordered herewith is for that purpose only.

Company_____
By_____
Title_____ Date_____"

Such certification shall constitute a representation to the supplier and to the War Production Board as to the truth of the facts stated therein. The supplier may rely upon such representation unless he has knowledge or reason to believe that it is not true.

TABLE III—WOODEN SHIPPING CONTAINERS FOR DRESSED CHICKENS & TURKEYS

Chicken boxes (approximate weight) (1)	Inside length (inches) (2)	Inside width (inches) (3)	Inside depth (inches) (4)
101. 36 lbs	18	14	7¼
102. 42 lbs	19	14½	7½
103. 48 lbs	20	16½	7¾
104. 54 lbs	21	16½	7¾
105. 60 lbs	22	17	8
106. 72 lbs	24	18	8½
TURKEY BOXES			
111. Small	28	24	6¼
112. Large	32	28	7¼
113. Very large	31	19	8
114. West Coast	30	22	8½

(a) *Exceptions.* The restrictions of paragraph (b) (2), (3), (4) and (5) of this order and of this Table III shall not apply to:

(1) The manufacture or assembly of wooden chicken and turkey boxes by any person from wooden parts cut to size by him before July 30, 1943, provided such manufacture or assembly is completed by September 30, 1943;

(2) The assembly of wooden chicken and turkey boxes by any person from cut-to-size wooden parts bought and received by him before August 15, 1943, provided such assembly is completed by September 30, 1943.

SCHEDULE B—RESTRICTIONS IN USE OF WOODEN SHIPPING CONTAINERS

TABLE I—COMMODITIES WHICH MAY NOT BE SHIPPED IN WOODEN SHIPPING CONTAINERS

NOTE: Item 110 amended June 30, 1944.

(a) The restrictions of this Table I shall not apply to (1) shipments to or for the account of the Army or Navy of the United States, or shipments to military exchanges (as defined in Priorities Regulation No. 17) located outside the 48 states, the District of Columbia and Canada, (2) shipments to be delivered ultimately outside the 48 states of the United States, the District of Columbia and Canada, (3) shipments of stores for shipboard use on ocean-going vessels, (4) shipments in wooden barrels, kegs, drums, kits or pails, except in the case of soda ash, bicarbonate of soda, and salt.

(b) Whenever the letter "b" appears after a commodity in this list, the restriction applies to this commodity only when packaged in glass, textile, metal or paper.

(c) Soda ash and bicarbonate of soda were included in Table I on July 23, 1943 and all the other commodities were added on October 25, 1943.

(d) The headings used in this table are only for the purpose of separating the items into groups of similar commodities.

Building Materials

1. Asphalt roofing (rolls or shingles), siding and tiles
2. Brick, except fire and glass
3. Cement [b]
4. Cork (except pipe covering and slabs)
5. Mineral wool, except slabs, blocks, batts and insulation (formed, metal encased)
6. Plaster, cement lime, gypsum (this does not include dental, orthopedic and industrial mold grades)
7. Roof coatings and cements [b].
8. Steel sash and windows

Foods (Fresh Vegetables Are Listed as Items 38-43 and Animal Foods, Item 101)

9. Bakery goods, except in multiple trip returnable containers
10. Baking powder
11. Candy or confectionery
12. Canned and glassed foods or food products
13. Cereals, prepared
14. Chocolate
15. Cocoa
16. Coffee
17. Condiments [b]
18. Corn starch [b]
19. Dessert powders
20. Flours, prepared products
21. Food seasoning, coloring and related products [b]
22. Fruit and vegetable juices [b]
23. Gelatins [b]
24. Horseradish products [b]
25. Ice cream cones
26. Macaroni [b]
27. Mayonnaise and salad dressing [b]
28. Noodles [b]
29. Nuts, edible
30. Peanut butter and peanuts [b]
31. Popcorn
32. Potato chips
33. Rice
34. Salt
35. Spaghetti [b]
36. Spices (except mustard flour, ground cloves, ground mace and ground nutmeg)
37. Tea

Fresh Vegetables

38. Cabbage
39. Corn, green
40. Onions, dry
41. Potatoes, white
42. Rutabagas
43. Turnips, root

Glass Products

44. Jars, home canning
45. Ornaments and decorations

Hardware

46. Buckets and pails (wood or metal)
47. Handles, wooden, for hand tools
48. Wash tubs, wood or metal

Horticultural Items

49. Flowers, flower seeds, and flower plants
50. Shrubs, ornamental or cuttings
51. Trees, ornamental or cuttings

Leather Products

52. Belting butts
53. Bridles
54. Harnesses
55. Horse collars
56. Novelties
57. Pocketbooks
58. Saddles
59. Suitcases
60. Traveling bags—all kinds
61. Trunks
62. Whips and crops

Paper Products

63. Advertising displays—counter, window or floor
64. Albums
65. Announcements
66. Calendars
67. Catalogues
68. Greeting cards
69. Illustrated post cards
70. Magazines, including house organs
71. Novelties
72. Posters
73. Punch boards

Textiles (Except Clothing)

74. Awnings
75. Blankets
76. Comforters
77. Mattresses
78. Rope, string and twine
79. Tents

Miscellaneous

80. Adhesives or cements, household
81. Appliances, electric, domestic (except stoves, refrigerators, washing machines and mangles)
82. Art supplies
83. Ash trays
84. Baskets
85. Bed springs
86. Beverages, carbonated, malt or alcoholic and concentrates, except in multiple trip returnable containers.
87. Bicarbonate of soda
88. Brushes and brooms
89. [Deleted Jan. 3, 1944]
90. Candles, except for religious purposes
91. Ceramics, ornamental
92. Charcoal, except activated carbon
93. Cigars and cigarettes
94. Combs
95. Cosmetics
96. Dentifrices
97. Depilatories
98. Dry cleaning preparations, household
99. Electric light bulbs
100. Fertilizers
101. Food, animal and pet
102. [Deleted Jan. 3, 1944]
103. Hair, dressing and dyes, shampoos and tonics
104. Hats, millinery
105. Heels and soles, footwear
106. Hose, rubber and fabric except wire imbedded
107. Jewelry
108. Mops
109. Ornaments, made of glass, plastic, pottery, china, metal, wood, paper or leather
110. Paint and paint products [b]
111. Peat moss
112. Pens and pencils
113. Perfumes and toiletries
114. Polishes [b]
115. Scouring and cleaning compounds and detergents (does not include liquid acidic materials shipped in carboys with a capacity of 5 gallons or more).
116. Shoes
117. Soap [b]
118. Soda ash
119. Sporting goods
120. Starch [b]
121. Tobacco [b]
122. Toys and games
123. Varnishes [b]
124. Waxes [b]

TABLE II—COMMODITIES WHOSE PACKING AND SHIPPING IN WOODEN SHIPPING CONTAINERS IS RESTRICTED

NOTE: Items 1 through 9 deleted June 30, 1944.

Miscellaneous Products

Commodity: Quota based on 1942 calendar year (percent).

10. Animal proprietary drug remedies	65
11. Books	80
12. Carpets	80
13. China and glassware (except vitrified for commercial use)	80
14. Clothing, except shoes	80
15. Glass tableware and glass kitchen articles	80
16. Hooks and eyes, slide and snap fasteners, buckles, buttons, and miscellaneous metal apparel bindings	80
16a. Leather, restricted to goat, kid, cabretta and kangaroo and limited to processed hides, skins and splits which have not been incorporated into any product	70
16b. Leather, all other, limited to processed hides, skins and splits which have not been incorporated into any product	50
17. Linoleum	80
18. Musical instruments	80
19. Pottery products, household (except ornamental)	80
20. Printing and publishing products, except those listed elsewhere	80
21. Rugs	80
22. Tile (floor, wall, facing, glazed or unglazed)	80

NOTE: Notes 1 and 2 deleted June 30, 1944.

NOTE 3. The base period and quota period quantities of a commodity shall be determined by weight, volume or count of that commodity packed for shipment or shipped in wooden shipping containers, or by the board footage content of the wooden shipping containers required. The same measure shall be used in both the base period and quota period quantities for any commodity.

NOTE 4. *Exceptions.* No person shall be bound by quota restrictions contained in paragraph (c) (2) applicable to any commodity during any calendar year or seasonal year, whichever is specified, during which he neither packs nor ships more than one carload or 30,000 pounds of that commodity, whichever is the lesser.

[F. R. Doc. 44-9599; Filed, June 30, 1944; 11:47 a. m.]

PART 3290—TEXTILE, CLOTHING AND LEATHER

[General Preference Order M-166 as Amended June 30, 1944]

FLAGS

§ 3290.84 *General Preference Order M-166*—(a) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable reg-

ulations of the War Production Board, as amended from time to time, except as otherwise provided herein.

(b) *Definitions.* For the purpose of this order:

(1) "Flag" means a piece of cloth used as an emblem, whether it be in the form of a banner, bunting, burgee, color, guidon, valance, half-fan, net banner, pennant, pull-down, rosette (or full-fan), standard, or in any other form.

(2) "Flag manufacturer" means any person manufacturing flags on a commercial scale, whether or not he also manufactures some other product or products.

(3) "Converter" means any person who purchases greige goods for conversion into fabrics meeting the requirements of any flag manufacturer.

(4) "Military order" means an order placed by the Army or Navy of the United States, the United States Maritime Commission, the Panama Canal, the Coast and Geodetic Survey, the Coast Guard, the Civil Aeronautics Authority, the National Advisory Committee for Aeronautics, the Office of Scientific Research and Development, the War Shipping Administration, the Veterans Administration, the American Red Cross or the Treasury Department.

(c) *Certain flags given preference in manufacturing; limitation on size of flags.* (1) All flag manufacturers must treat orders for the following types of flags as if rated AA-5 unless they are actually rated higher:

(i) *Official flags.* Flags of any country, flags of any department or agency of the Federal Government (including the military services and all subdivisions) or flags the use of which is authorized by any of them, flags of any State or municipal government, and flags to be delivered under a military order, as defined above.

(ii) *Religious flags.* The officially adopted flag of any religious denomination or sect.

(iii) *Signal flags.* Code flags, semaphore flags, or flags indicating danger or distress.

(iv) *Service flags.* Flags showing that a person or persons are serving in the armed forces of the United States.

(2) No flag manufacturer shall put into process any material for the manufacture of any flag having an area of more than 150 square feet, except as required by a military order or as permitted under paragraph (g) below.

(d) *Assignment of preference rating.* (1) A preference rating of AA-5 is hereby assigned to purchase orders by flag manufacturers for the following materials (either gray, bleached, dyed or printed) to be incorporated into the types of flags mentioned in paragraph (c) (1) above:

(i) Cotton mercerized bunting manufactured in accordance with the then current issue of Federal Specification CCC-B-791 type A and B;
(ii) Class A sheeting, Class B sheeting;
(iii) Print cloth of less than 80 sley;
(iv) Single filling flat duck;
(v) Broadcloth 36" 80 x 60 single ply;
(vi) Rayon fabric: 39" wide. 110 x 60 construction plain weave made with 150 denier viscose or acetate bright rayon yarn in the warp and filling.
(vii) Rayon fabric: 40" wide. 120 x 68 construction plain weave made with 120 denier warp and 150 denier filling acetate bright rayon yarn.
(viii) Rayon fabric: 48" in the reed. 100 ends in the reed, 72 picks, plain weave. 75 denier viscose or cupprammonium rayon warp crepe with 55/57 turns warped 2 ends S twist, 2 ends Z twist. 75 denier viscose or cupprammonium rayon filling with natural twist.
(ix) Rayon fabric: 52" wide. 225 x 76 or 80 construction plain weave made with 2 thread 40 denier cupprammonium 14/16 turns warp. 100 denier cupprammonium 12 turns filling.
(x) Rayon fabric: 39" wide. 140 x 64 construction satin standard finish made with 100 denier bright viscose warp. 150 denier bright viscose filling.
(xi) Pro rata widths to the above-mentioned weights and constructions.
(xii) Cotton sewing thread.

(2) Such preference rating shall be applied and extended in accordance with Priorities Regulation 3 and General Conservation Order M-328, except that converters may extend ratings only to obtain material which is required to fill a specific order on their books and may not extend ratings to replace inventories.

(3) The preference rating heretofore assigned to converters by this order is hereby revoked. Any materials obtained by converters through the use of such rating may be sold only on orders carrying an AA-5 or higher rating placed by flag manufacturers.

(e) *Quantity restrictions.* No flag manufacturer shall in any 12 months' period beginning July 1 of any year use in the manufacture of flags a greater quantity of fabrics than he used during the period July 1, 1942 to July 1, 1943.

(f) *Inventory restrictions.* No flag manufacturer or converter shall accept delivery of any materials for flag production, or cause any materials to be accepted on his behalf, if his inventory of raw materials and materials in process will then exceed the quantity to be used by him within 60 days. For this purpose greige goods delivered to flag manufacturers who do their own converting may be considered separately from finished goods, and greige goods may be accepted by such flag manufacturers if they will be converted into finished goods within 60 days.

This inventory restriction is in addition to that contained in § 944.14 of Priorities Regulation 1.

(g) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter in triplicate, referring to the particular provision appealed from and stating fully the grounds of the appeal.

(h) *Communications to the War Production Board.* All reports required to be filed hereunder, and all communications concerning this order, shall, unless otherwise directed, be addressed to the War Production Board, Textile, Clothing and Leather Division, Washington 25, D. C., Reference M-166.

NOTE: Paragraph (i), formerly (j), redesignated and former paragraph (i) revoked June 30, 1944.

(i) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

Issued this 30th day of June 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9597; Filed, June 30, 1944; 11:47 a. m.]

PART 3293—CHEMICALS

[Conservation Order M-150, as Amended June 30, 1944]

AROMATIC SOLVENTS

Section 3293.171 *Conservation Order M-150* is hereby amended to read as follows:

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of aromatic solvents for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3293.171 *Conservation Order M-150*—(a) *Definitions.* For the purposes of this order:

(1) "Aromatic solvents" means Class A solvents and Class B solvents as defined herein.

(2) "Class A solvents" means xylene range solvents or alternate blended solvents or naphthas containing more than 30 per cent by volume of aromatic hydrocarbons, regardless of source, as determined by the analytical procedure described in "Approximate Analysis of Hydrocarbon Thinners" published in the Scientific Section Circular No. 568 of the National Paint, Varnish and Lacquer Association, November, 1938, pages 381 and 388, and having an A. S. T. M. initial boiling point of 185° F. (85° C.) or higher, a 50% distillation point lower than 330° F. (165.5° C.), and a dry point not in excess of 365° F. (185° C.). The term shall include solvents containing some combined or commercially inextractable benzene or toluene when such are inherently present in fractionated distillates. The term does not include benzene as defined in Order M-300, Schedule 22, toluene as defined in M-300, Schedule 21, or xylene as defined in M-300, Schedule 23, or solvents of the toluene range, which are defined below as "Class B solvents".

(3) "Class B solvents" means toluene range solvents from petroleum or coal tar origin having a distillation range of 200° F. to 285° F. (93° C. to 140° C.), and containing more than 30 per cent by volume of aromatic hydrocarbon, as determined by the analytical procedure described in paragraph (a) (2) above. The term does not include benzene as defined in Order M-300, Schedule 22, toluene as defined in M-300, Schedule 21, or xylene as defined in M-300, Schedule 23, or solvents containing xylene which are defined as Class A solvents.

(4) "Civilian order" means any purchase order which is not a military order.

(5) "Military order" means any purchase order for a product to be delivered to, or to be used on, or incorporated in, material or equipment delivered or to be delivered to the United States Army, Navy, Marine Corps, Coast Guard, Maritime Commission, the War Shipping Administration or to or for the account of any foreign country under the Act of March 11, 1941 (Lend-Lease Act).

(6) "Manufacturer" means any person who makes products containing aromatic solvents or who has such products made for him under toll agreement.

(b) *Limitation on use of aromatic solvents.* On and after July 1, 1944, the use of aromatic solvents shall be limited in the following manner:

(1) *Class A solvents.* Any person may use Class A solvents for any purpose except that no manufacturer may use Class A solvents for the production of the following products which are to be sold on civilian orders, or which are to be used on or incorporated in other products to be sold on civilian orders:

Dry cleaning fluid (except spotting fluid and soap).
Printing press and type washes.
Paint, varnish or lacquer remover.
Coatings for any of the end uses shown on Schedule A.

(2) *Class B solvents.* No manufacturer may use any Class B solvents except for the production or processing of products shown on Schedule B.

(c) *Suppliers' notification to customers.* No person who produces aromatic solvents or who purchases aromatic solvents for re-sale shall deliver aromatic solvents unless he notifies his customers whether the aromatic solvents are Class A or Class B solvents (whichever is the case) as defined in Order M-150. This notification may be made by a statement on the invoice or by any other written communication.

(d) *Changes in Schedules A and B.* The War Production Board may from time to time make whatever changes it may deem necessary in the end uses listed on Schedule A or in the products and the end uses listed on Schedule B.

(e) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter in triplicate, referring to the particular provision appealed from and stating fully the grounds for the appeal.

(f) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable regulations of the War Production Board, as amended from time to time.

(g) *Violations.* Any person who wilfully violates any provision of this order, or who in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using material under priority control and may be deprived of priorities assistance.

(h) *Communications to War Production Board.* All communications concerning this order, unless otherwise directed, shall be addressed to: War Production Board, Chemicals Bureau, Washington 25, D. C., Ref: M-150.

Issued this 30th day of June 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

SCHEDULE A—CLASS A SOLVENTS

Class A solvents may not be used for the production of coatings which are to be sold on civilian orders, or coatings which are to be used on or incorporated in other products to be sold on civilian orders, for any of the following end uses:

Code[1]	Prohibited uses
0341	Railroad freight cars, maintenance
0344	Railroad refrigerator cars, exterior, maintenance
0360	Automobiles, excluding parts
0362	Trailers & carts (maintenance)
0365	Motorcycles & bicycles (maintenance)
0366	Skis
0369	Road signs
0370	Highway markings
0552	Agricultural equipment (including farm tractors) motorized, maintenance
0554	Agricultural equipment, horsedrawn, maintenance
0709	Umbrella fabrics
0730	Oilcloth—except floor oilcloth (such as table and shelf oilcloth)
0731	Enamelled oilcloth or silk oilcloth
0732	Floor oil cloth (Linoleum)
0734	Wall covering
0739	Window hollands (shade cloth)
0740	Display cloth
0741	Shower curtains
0746	Printed textiles
0748	Novelty case cloth
0750	Luggage and kits
0751	Handbags (except frames and handles)
0752	Belts
1201	Bedsteads and bunks
1202	Trunks and foot lockers
1206	Venetian blinds
1207	Mirrors and picture frames
1208	Wood furniture—except bedsteads and bunks
1209	Metal furniture—except bedsteads and bunks
1210	Store fixtures—wood
1211	Store fixtures—metal
1212	Prefabricated partitions and shelving—wood
1213	Prefabricated partitions and shelving—metal
1214	Industrial and factory furniture, i. e. bins, lockers, tables, stools, etc.
1401	Prefabricated wall board.
1402	Prefabricated flooring.
1403	Weather stripping.
1405	Heating insulation.

[1] Code symbols refer to the symbols appearing in the "Primary Products and End Use List" (WPBI-217) prepared by the Protective Coatings Section, Chemicals Bureau, War Production Board.

SCHEDULE B—CLASS B SOLVENTS

Class B solvents may only be used for the production or processing of the following products:

1. Coatings for aircraft including instruments and parts.
2. Barrage balloon fabric.
3. Synthetic rubber.
4. Interior coatings for cans and metal closures and interior liners for metal closures where such cans and closures are to be used for the packaging of foods, drugs and pharmaceuticals.
5. Lacquers, saturants and fillers for cable, and impregnating varnishes for coils and wound apparatus.
6. Bonded mica for insulation purposes.
7. Vinyl coatings (on military orders only) where spray application is required.
8. Specification coatings (on military orders only) where the specification states that the use of Class B solvents is required.
9. Brake lining, clutch facing, and coated abrasives.
10. Any product for any end use (on military orders only) provided that not more than an aggregate quantity of 55 gallons of Class B solvents is used by any manufacturer in any calendar month for all such end uses.

[F. R. Doc. 9596; Filed, June 30, 1944; 11:47 a. m.]

PART 3293—CHEMICALS

[Limitation Order M-353 as Amended June 30, 1944]

WHITE PIGMENTS

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of white pigments for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3293.546 *Limitation Order M-353*—(a) *Definitions.* (1) "White pigments" means titanium dioxide and zinc sulfide as defined herein.

(2) "Titanium dioxide" means any pigment containing more than 12 per cent titanium dioxide whether alone or admixed with or precipitated on inerts, extenders, or opaque pigments.

(3) "Zinc sulfide" means any pigment containing more than 12% zinc sulfide whether alone or admixed with, or precipitated on, inerts, extenders or opaque pigments. The term includes all the commercial grades of lithopone, but does not include luminescent pigments containing zinc sulfide.

(4) "Military order" means any purchase order for white pigments which is to be used in the manufacture of products delivered or to be delivered to, or to be used on, or incorporated in, material or equipment delivered or to be delivered to, the United States Army, Navy, Marine Corps, Coast Guard, Maritime Commission or the War Shipping Administration, or to or for the account of any foreign country under the Act of March 11, 1941 (Lend-Lease Act).

NOTE: Subparagraphs (2) and (4), formerly (1) and (2), redesignated June 30, 1944.

(b) *Inapplicability of certain preference ratings.* No person shall give any effect to any preference ratings below AA–2 on any purchase order for white pigments, unless the person placing such purchase order furnishes a certificate in substantially the following form signed by a duly authorized official, either manually or as provided by Priorities Regulation No. 7:

The undersigned hereby certifies to the War Production Board and to ---------- [insert name and address of supplier] that he is familiar with the provisions of Order No. M–353 and that his purchase order, dated ----------, for white pigments is a military order as defined in Order M–353.

(Name of purchaser)

By ---
(Signature and title of duly authorized official)

Orders rated below AA–2, not accompanied by the certificate, may be filled as unrated orders to the extent permitted by Priorities Regulation No. 1. The certificate need not be filed with the War Production Board. Any person receiving it may rely upon it in filling orders unless he knows or has reason to believe that it is false. The standard certification described in Priorities Regulation No. 7 may not be used instead.

(c) *Special directives.* The War Production Board may at any time issue special directives to any person respecting the production or delivery of white pigments, notwithstanding the other provisions of this order.

NOTE: Paragraphs (d), (e) and (f), formerly (e), (f) and (g) redesignated June 30, 1944.

(d) *Applicability of regulations.* Except as provided in paragraph (b) above, this order and all transactions affected thereby are subject to all applicable provisions of the regulations of the War Production Board, as amended from time to time.

(e) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact, or furnishes false information to any department or agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(f) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise directed, be addressed to War Production Board, Chemicals Division, Washington 25, D. C., Ref: M–353.

Issued this 30th day of June 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–9598; Filed, June 30, 1944; 11:47 a. m.]

PART 3302—SERVICE EQUIPMENT

[General Limitation Order L–91, as Amended June 30, 1944]

COMMERCIAL LAUNDRY EQUIPMENT, COMMERCIAL DRY CLEANING EQUIPMENT, AND TAILORS' PRESSING EQUIPMENT

§ 3302.16 *General Limitation Order L–91*—(a) *What this order does.* This order restricts the production and distribution of certain kinds of laundry equipment, dry cleaning equipment, and tailors' pressing equipment. This equipment is divided into two groups. The order restricts both production and distribution of the first group. Production of equipment in the second group is restricted, but distribution is not.

(b) *What equipment is in the first group.* The first group consists of the following kinds of laundry, dry cleaning and tailors' pressing equipment:

Blocking machines, garment
Boards, ironing
Boards, pressing
Boards, pressing, velvet and nap
Boards, shirt folding
Boards, steam
Boards, steam spotting
Cabinets, deodorizing, drying or sterilizing
Conveyors, bag (wet wash)
Conveyors, "go back"
Conveyors, shirt
Dry cleaning units, naphtha
Dry rooms, conveyor
Dryers, garment, hot air
Dryers, hosiery and sock
Dye machines
Extractors (including mechanical unloading)
Forms, collar
Forms, hosiery and sock
Forms, overall
Forms, sleeve
Forms, trouser
Filters, solvent, for drycleaning
Finishers, garment
Finishers, sleeve
Fluffers, handkerchief
Folding machines, automatic
Ironers, collar
Ironers, flatwork
Ironers, handkerchief
Ironer attachments:
  Canopies
  Feeding devices
Irons, puff
Listing machines
Marking machines
Presses
Shakers, flatwork
Shapers, sleeve
Shapers, trouser
Spreaders, flatwork
Stackers, flatwork, automatic
Stackers, handkerchief, automatic
Starch cookers
Starching and extracting machines
Starching machines
Steamers, garment
Steamers, velvet
Stills, vacuum, for drycleaning
Stretchers, trouser
Tables, marking
Tumblers
Washers (except glove)

(c) *What equipment is in the second group.* The second group consists of the following kinds of laundry, dry cleaning, and tailors' pressing equipment:

NOTE: "Puffers, steam" deleted June 30, 1944.

Boards, spotting, except steam
Collar shapers
Collar tippers
Cuff cleaners
Dampeners, cloth
Dampeners, collar and seam
Dryers, blanket and curtain
Dryers, rug
Dryers, windwhip
Dry cleaning units, synthetic
Dry rooms, sectional
Dye kettles
Feather sanitizing machines
Fluting machines
Forms, glove
Fur cleaning equipment
Glazers, fur
Glove cleaning machines
Hangers, revolving shirt
Hatters' equipment
Holders, bag
Holders, net
Irons, rotary
Ironers, edger
Ironers, hat crown
Ironers, ruffle
Ironer attachments:
  String mark eliminators
Napping machines (carding machines for blanket finishing)
Rug cleaning machines (stationary)
Sand bags, hat
Seam cleaners
Shirt envelope machines
Sterilizers, feather
Stretchers, blanket and curtain
Stretchers, dress
Tables, steam
Tubs, scrub
Tubs, starch
Tubs, stationary laundry
Washers, glove

(d) *Production of both groups is restricted.* A person may produce the equipment listed in paragraph (b) and (c) only to the extent authorized by this order or by written instructions from the War Production Board.

(e) *Production is permitted to fill U. S. Army and Navy orders.* A person may produce equipment if he builds it according to United States Army or Navy specifications in order to fill a specific United States Army or Navy order. This includes orders placed by prime contractors or subcontractors of the Army or Navy for equipment which will eventually be delivered to the Army or Navy and will be installed under Army or Navy supervision.

(f) *Production of equipment in first group is permitted to fill approved orders.* A person may produce equipment listed in paragraph (b) to fill orders approved for delivery under paragraph (k), and in addition to maintain an inventory of new equipment listed in paragraph (b) worth up to 5 per cent of the total value of new equipment listed in paragraph (b) which he billed to his customers during the calendar years 1939, 1940 and 1941. His total billings during that period and the value of his current inventory are to be calculated at his established prices f. o. b. shipping point. Production of equipment listed in paragraph (b) which was specifically authorized by the War Production Board, through the granting of appeals or otherwise, before May 22, 1944, may take place after that date only to the extent permitted by this paragraph.

In approving orders, and in processing applications for priorities assistance on Form CMP–4B, the War Production Board will be guided by the policy that the total production of the entire industry must not exceed the approved War Production Board program for the equipment listed in paragraph (b), and that the production in any one plant, or labor requirements therefor, must not interfere with war production in that plant or in any other plant located in the same area.

(g) *Production of equipment in second group is permitted to fill certain kinds of approved orders.* A person may assemble equipment listed in paragraph (c) to fill a specific order approved for delivery under paragraph (k), by assembling the equipment from parts completely fabricated before July 1, 1942. He may not make any parts for this purpose. Also, a person may produce equipment listed in paragraph (c) to fill a specific order approved for delivery under paragraph (k) for any of the following persons:

(1) The armed forces and maritime agencies of any foreign government friendly to the United States.

(2) The United States Maritime Commission.

(3) The War Shipping Administration.

(4) Privately owned ordnance plants.

(h) *Production of repair parts is permitted.* A person may make parts to use or sell for repairing, rebuilding or maintaining equipment.

(i) *Delivery of new equipment in first group is restricted.* A person may deliver new equipment listed in paragraph (b) only in those cases specified in the following paragraphs. There is no restriction on the delivery of secondhand equipment, including rebuilt equipment listed in paragraph (b). The delivery of both new and secondhand equipment listed in paragraph (c) is unrestricted.

(j) *Delivery to the United States Army and Navy is permitted.* A person may deliver new equipment listed in paragraph (b) to the United States Army or the United States Navy. A person may also deliver this equipment to a prime contractor or subcontractor of the Army or Navy, if the equipment will eventually be delivered to the Army or Navy and will be installed under Army or Navy supervision.

(k) *Approved deliveries are permitted.* A person may deliver new equipment listed in paragraph (b) to anyone whose order has been approved for delivery on Form WPB–924, issued before July 1, 1944, or a Form WPB–1319, or a Form GA–1456.

Form GA–1456 will be used to approve delivery to persons who request such approval when applying for authority to begin construction, and for priority assistance in obtaining materials for construction. Orders approved for delivery on Form GA–1456 should be accompanied by the following certification (in addition to the certification in Priorities Regulation 7):

Delivery approved on Form GA–1456.

Those who want to get their orders approved when construction is not involved should send an application to the War Production Board, Service Equipment Division, Washington 25, D. C.: Ref. L–91. Applications submitted before June 1, 1944, should be on Form WPB–924. Applications submitted after that date should be on Form WPB–1319. If the War Production Board approves an order for delivery on either of those forms, the approved form must be given to the person making the delivery before the equipment may be delivered. Moreover, if the form is not given to this person within thirty days after the date of official approval, the War Production Board's permission to deliver the equipment automatically expires.

(l) *Deliveries for resale are permitted.* A person may deliver new equipment listed in paragraph (b) to anyone who needs the equipment to fill an order or part of an order approved for delivery under paragraph (k). A person may also deliver this equipment to anyone who is acquiring the equipment only for resale within the United States (48 States and the District of Columbia). In the latter case the person delivering the equipment must continue to count it as part of his inventory under paragraph (f) until the equipment is redelivered to the United States Army, the United States Navy, or a person whose order has been approved for delivery under paragraph (k).

(m) *Use of equipment by manufacturers or dealers is restricted.* No person who produces equipment for sale or acquires new equipment listed in paragraph (b) for resale may put that equipment into use, unless the War Production Board gives him written permission to do so.

(n) *Emergency repair loans are sometimes permitted.* The War Production Board will consider written or telegraphic requests for permission to lend equipment listed in paragraph (b) to someone whose own equipment is undergoing emergency repairs. If the War Production Board gives permission in writing, a person may deliver equipment to another person for use while the latter's equipment is being repaired. When the repairs are finished, the borrowed equipment must be returned to the person who lent it. Equipment listed in paragraph (b) is still considered new equipment even though it has been used for repair loans of the sort contemplated by this paragraph, and is still subject to the restrictions of paragraph (i) after it has been returned to the person who lent it.

(o) *Use of metal parts for rebuilding equipment is restricted.* A person may use metal parts, including cast iron, for rebuilding equipment listed in paragraph (b) or paragraph (c) only to the following extent:

A person rebuilding equipment for the United States Army, the United States Navy, the United States Maritime Commission, or the War Shipping Administration, may use metal parts to the extent necessary to meet their specifications.

A person may also use metal parts in rebuilding a piece of equipment if their total weight will be less than 40 per cent of the total weight of the piece of equipment rebuilt, after the job is finished. A person may use additional metal parts for rebuilding a piece of equipment to the extent specifically authorized by the War Production Board in writing.

(p) *Reports on Form WPB–923 are required monthly.* Before the fifteenth of each month every person in the business of producing equipment listed in paragraph (b) or (c), and every person in the business of selling new equipment listed in paragraph (b) must send to the War Production Board a report on Form WPB–923. This reporting requirement has the approval of the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

(q) *Miscellaneous reports.* Subject to the approval of the Bureau of the Budget pursuant to the Federal Reports Act of 1942, each person affected by this order must execute and file with the War Production Board whatever reports, information, and answers to questionnaires the War Production Board from time to time requests.

(r) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable provisions of the regulations of the War Production Board as amended from time to time.

(s) *Violations.* Any person who wilfully violates any provisions of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using material under priority control, and may be deprived of priorities assistance.

(t) *Appeals.* Any appeal from this order shall be made by filing a letter, referring to the particular provision appealed from and stating fully the grounds of the appeal.

(u) *Communications to War Production Board.* All reports required by this order, and all communications concerning its provisions should be addressed to: War Production Board, Service Equipment Division, Washington 25, D. C., Ref: L–91.

Issued this 30th day of June 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

INTERPRETATION 1

LAUNDRY, DRY CLEANING AND TAILORS' PRESSES

General Limitation Order L–91 restricts the production and distribution of certain kinds of laundry equipment, dry cleaning equipment, and tailors' pressing equipment. The first group of such equipment listed in paragraph (b) includes "presses". All presses of the types commonly known as laundry, dry cleaning or tailors' presses are controlled by Order L–91, including those produced or delivered for purposes other than laundering, dry cleaning or tailoring. For example, all pants top presses, pants leg presses, off pressing machines with bucks 38 inches long or longer, and 38 inch to 45 inch utility presses, are restricted by Order L–91 regardless of whether they are being produced and delivered to dry cleaning plants or to clothing

manufacturers. On the other hand, Order L–91 is inapplicable to the following types of presses, since they are not commonly known as laundry, dry cleaning, or tailors' presses:

Back and blade presses.
Canvas front presses.
Coat front presses.
Collar presses.
Double bosom presses of the type used by shirt manufacturers.
Edge presses.
Fuse ply presses of the type used by shirt manufacturers.
Knit goods presses.
Off pressing machines, except those with bucks 38 inches long or longer.
Pocket presses.
Seam opening and under pressing presses.
Shoulder presses.
Side and back presses.
Sleeve and shrinking presses.
Vest presses.
Vest back presses.
Vest front presses.
Vest, neck and shoulder presses.

(Issued May 22, 1944.)

[F. R. Doc. 44–9592; Filed, June 30, 1944; 11:46 a. m.]

Chapter XI—Office of Price Administration

PART 1499—COMMODITIES AND SERVICES

[Order 75 Under 18 (c)]

ILLINOIS LUMBER MFG. CO.

Order No. 75 under § 1499.18 (c), as amended, of the General Maximum Price Regulation.

For the reasons set forth in an opinion issued simultaneously herewith, and filed with the Division of the Federal Register, it is ordered:

§ 1499.1532 *Adjustment of maximum prices for specified prefabricated non-dwelling farm buildings and accessories sold in Illinois by the Illinois Lumber Manufacturing Company and dealers.* (a) On and after June 30, 1944, the maximum prices established by § 1499.3 (b) (1) of the General Maximum Price Regulation for sales within the State of Illinois by the Illinois Lumber Manufacturing Company of Cairo, Illinois, to dealers of the prefabricated non-dwelling farm buildings and accessories listed in Table I are adjusted as indicated in that table.

(b) On and after June 30, 1944, the maximum prices established by § 1499.3 (b) (1) of the General Maximum Price Regulation for sales within the State of Illinois by the Illinois Lumber Manufacturing Company to consumers of the prefabricated non-dwelling farm buildings and accessories listed in Table II are adjusted as indicated in that table.

(c) On and after June 30, 1944, any dealer purchasing the prefabricated non-dwelling farm buildings and accessories listed in Table I from the Illinois Lumber Manufacturing Company for purpose of resale to consumers within the State of Illinois may increase his maximum prices in effect on the effective date of this order by an amount not in excess of the actual increased dollars-and-cents cost incurred by him by reason of the increase in maximum prices permitted the Illinois Lumber Manufacturing Company by this order.

(d) Customary terms, discounts and allowances, as well as the zone boundaries, at least as great as those in effect in March 1942 shall be continued without change by all sellers subject to this order.

(e) This Order No. 75 may be amended or revoked by the Price Administrator at any time.

This Order No. 75 (§ 1499.1532) shall become effective June 30, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 29th day of June 1944.

CHESTER BOWLES,
Administrator.

TABLE I—MAXIMUM PRICES FOR SALES BY ILLINOIS LUMBER MANUFACTURING COMPANY TO DEALERS

Buildings and accessories	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
6′ x 7½′ Victory Sow House—Plywood	$20.56	$29.31	$22.06	$30.81	$22.56	$31.31	$23.06	$31.81
10′ x 10′ Brooder House—Lumber	73.28	81.18	77.79	85.69	78.33	86.23	79.89	87.49
10′ x 10′ Brooder House—Plywood	67.41	71.82	71.57	75.98	72.07	76.48	73.24	77.65
10′ x 4′ Intermediate Section Brooder House—Lumber	10.55	26.83	12.17	28.45	12.73	29.01	13.25	29.53
10′ x 4′ Intermediate Section Brooder House—Plywood	10.11	23.93	11.10	24.92	11.44	25.26	11.76	25.58

TABLE II—MAXIMUM PRICES FOR SALES BY ILLINOIS LUMBER MANUFACTURING COMPANY TO CONSUMERS

Buildings and accessories	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
6′ x 7½′ Victory Sow House—Plywood	$27.41	$37.81	$28.91	$39.31	$29.41	$39.81	$29.91	$40.31
10′ x 10′ Brooder House—Lumber	97.70	105.60	102.21	110.11	102.75	110.65	104.01	111.91
10′ x 10′ Brooder House—Plywood	89.88	94.29	94.04	98.45	94.54	98.95	95.71	100.12
10′ x 4′ Intermediate Section Brooder House—Lumber	14.07	33.31	15.09	34.93	16.25	35.46	16.77	36.01
10′ x 4′ Intermediate Section Brooder House—Plywood	13.48	30.94	14.47	31.93	14.81	32.27	15.13	32.59

Notes to Tables I and II:
(1) Maximum price f. o. b. Cairo, Illinois, established by § 1499.3 (b) (1) of the G. M. P. R.
(2) Adjusted maximum price f. o. b. Cairo, Illinois.
(3) Maximum price delivered in Zone A, established by § 1499.3 (b) (1) of the G. M. P. R.
(4) Adjusted maximum price delivered in Zone A.
(5) Maximum price delivered in Zone B, established by § 1499.3 (b) (1) of the G. M. P. R.
(6) Adjusted maximum price delivered in Zone B.
(7) Maximum price delivered in Zone C, established by § 1499.3 (b) (1) of the G. M. P. R.
(8) Adjusted maximum price delivered in Zone C.

[F. R. Doc. 44–9532; Filed, June 29, 1944; 11:46 a. m.]

[Order 76 Under 18 (c)]

PART 1499—COMMODITIES AND SERVICES

ILLINOIS LUMBER MFG. CO.

Order No. 76 under § 1499.18 (c), as amended, of the General Maximum Price Regulation.

For the reasons set forth in an opinion issued simultaneously herewith, and filed with the Division of the Federal Register, it is ordered:

§ 1499.1533 *Adjustment of maximum prices for specified prefabricated non-dwelling farm buildings and accessories sold in Illinois by the Illinois Lumber Manufacturing Company and dealers.* (a) On and after June 30, 1944, the maximum prices for sales by the Illinois Lumber Manufacturing Company of Cairo, Illinois, to dealers within the State of Illinois of the prefabricated non-dwelling farm buildings and accessories listed below are adjusted as follows:

Buildings and accessories	Adjusted maximum prices			
	F. o. b. Cairo, Ill.	Delivered Zone A	Delivered Zone B	Delivered Zone C
6′ x 7½′ Victory Sow House—Lumber	$29.31	$31.11	$31.71	$32.31
12′ x 12′ Brooder House—Lumber	101.08	106.98	107.68	109.33
12′ x 16′ Brooder House—Lumber	135.62	141.47	145.07	147.37
12′ x 4′ Intermediate Section Brooder House—Lumber	34.53	36.69	37.44	38.14

(b) On and after June 30, 1944, the maximum prices for sales by the Illinois Lumber Manufacturing Company to consumers within the State of Illinois of the prefabricated non-dwelling farm buildings and accessories listed below are adjusted as follows:

Buildings and accessories	Adjusted maximum prices			
	F. o. b. Cairo, Ill.	Delivered Zone A	Delivered Zone B	Delivered Zone C
6′x7½′ Victory Sow House—Lumber	$37.81	$39.61	$40.21	$40.81
12′ x 12′ Brooder House—Lumber	131.08	136.98	137.98	139.33
12′ x 16′ Brooder House—Lumber	170.12	175.97	179.57	181.87
12′ x 4′ Intermediate Section Brooder House—Lumber	41.15	43.31	44.06	44.76

(c) On and after June 30, 1944, any dealer purchasing the prefabricated non-dwelling farm buildings and accessories listed in (a) and (b) above from the Illinois Lumber Manufacturing Company for purpose of resale within the State of Illinois may increase his maximum prices in effect on the effective date of this order by an amount not in excess of the actual increased dollars-and-cents cost incurred by such dealer by reason of the increase in maximum prices permitted the Illinois Lumber Manufacturing Company by this order.

(d) Customary terms, discounts and allowances as well as the zone boundaries at least as great as those in effect in March 1942 shall be continued by all sellers subject to this order.

(e) The existing maximum prices for all prefabricated non-dwelling farm buildings and accessories not specifically adjusted by this order shall remain in effect without change for all sellers subject to this order.

(f) This Order No. 76 may be revoked or amended by the Price Administrator at any time.

This Order No. 76 (§ 1499.1533) shall become effective June 30, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328; 8 F.R. 4681)

Issued this 29th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–9531; Filed, June 29, 1944; 11:46 a. m.]

PART 1388—DEFENSE-RENTAL AREA

[Rent Reg. for Hotels and Rooming Houses[1] Amdt. 24]

MYRTLE BEACH, S. C.

Item 280a is added to Schedule A of the Rent Regulation for Hotels and Rooming Houses to read as follows:

Name of Defense-Rental Area	State	County or counties in Defense-Rental Area under rent regulation for hotels and rooming houses	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(280a) Myrtle Beach	South Carolina	In the County of Horry, the Townships of Conway, Dogwood Neck, and Socastee.	July 1, 1943	July 1, 1944	Aug. 15, 1944

This amendment shall become effective July 1, 1944.
Issued this 29th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–9550; Filed, June 29, 1944; 3:01 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Rent Reg. for Housing,[2] Amdt. 28]

MYRTLE BEACH, S. C.

Item 280a is added to Schedule A of the Rent Regulation for Housing to read as follows:

Name of Defense-Rental Area	State	County or counties in Defense-Rental Area under rent regulation for housing	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(280a) Myrtle Beach	South Carolina	In the County of Horry, the Townships of Conway, Dogwood Neck, and Socastee.	July 1, 1943	July 1, 1944	Aug. 15, 1944

This amendment shall become effective July 1, 1944.
Issued this 29th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–9549; Filed, June 29, 1944; 3:01 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Rent Reg. for Hotels and Rooming Houses,[3] Amdt. 20]

DESIGNATION OF AREAS AND RENT DECLARATIONS RELATING TO SUCH AREAS

In § 1388.1341 of Designation and Rent Declaration 31, item 35 is amended and item 95 is added to read as follows:

(35) South Carolina	South Carolina	That portion of the State of South Carolina not designated prior to October 1, 1942 by the Price Administrator as part of any defense-rental area, except the counties of Colleton and Florence and in the county of Horry, the townships of Conway, Dogwood Neck, and Socastee.
(95) Myrtle Beach	South Carolina	In the county of Horry, the townships of Conway, Dogwood Neck, and Socastee.

[1] 9 F.R. 2164, 3231, 3421, 4194, 4511.
[2] 8 F.R. 14663, 15015, 15505, 16032, 16208, 16427, 17297; 9 F.R. 200, 972, 2176, 2289, 3231, 3422, 4028, 4541, 5807, 5915, 6350, 6569, 6819.
[3] 7 F.R. 7942; 8 F.R. 122, 1229, 1749, 4779, 5738, 5739, 10730, 12080, 12624, 13920, 14012, 14667, 15581, 16209; 9 F.R. 972, 3232, 4541, 5823, 5915.

PART 1351—FOOD AND FOOD PRODUCTS

[RMPR 150,[1] Amdt. 8]

FINISHED RICE AND RICE MILLING BY-PRODUCTS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.[2]

Revised Maximum Price Regulation 150 is amended in the following respects:

Section 6 (a) (1) is amended to read as follows:

(1) For finished rice consisting of not less than 96 percent of whole kernels and not more than 4 percent of broken kernels nor more than 1 percent of a variety other than the predominant variety, the maximum price shall be as follows:

Variety	Milled rice	Undermilled rice	Brown rice	Converted milled rice (when sold to the United States Government or any of its agencies
Rexoro	$8.25	$7.40	$6.75	$9.05
Nira	7.50	6.80	6.20	8.35
Fortuna	7.60	6.90	6.30	8.45
Edith	7.60	6.90	6.30	8.45
Prelude	7.65	6.90	6.30	8.50
Delmar	6.90	6.10	5.85	8.15
Blue Rose	6.90	6.10	5.85	8.15
Ark Rose	6.90	6.10	5.85	8.15
Southern Pearl	6.90	6.10	5.85	8.15
California Pearl	6.90	6.10	5.75	7.75
Early Prolific	6.90	6.10	5.75	8.15
Zenith	6.90	6.10	5.85	8.15
Early Prolific	6.20	5.75	5.40	7.60
Any other variety	6.20	5.70	5.40	7.60

When converted milled rice is sold to any person other than the United States Government or any of its agencies the maximum price shall be the maximum price for milled rice.

This amendment shall become effective June 29, 1944.
Issued this 29th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–9547; Filed, June 29, 1944; 3:01 p. m.]

PART 1305—ADMINISTRATION

[Gen. RO 5, Amdt. 72]

FOOD RATIONING FOR INSTITUTIONAL USERS

Correction

The FEDERAL REGISTER serial number for the above-entitled document appearing on page 7260 of the issue for Friday, June 30, 1944, should read "F. R. Doc. 44–9519".

[1] Copies may be obtained from the Office of Price Administration.
[2] 8 F.R. 4788, 10788, 12873, 14076, 15322; 9 F.R. 3347, 3049, 3425, 5726, 6504.

This amendment shall become effective July 1, 1944.

Issued this 29th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9548; Filed, June 29, 1944; 3:01 p. m.]

PART 1439—UNPROCESSED AGRICULTURAL COMMODITIES

[MPR 425,[1] Amdt. 6]

FRESH FRUITS, VEGETABLES AND BERRIES FOR PROCESSING

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.*

In section 3, the item "Cherries, red sour (including Morello cherries) ___ 8½" is deleted.

This amendment shall become effective June 29, 1944.

Issued this 29th day of June 1944.

CHESTER BOWLES,
Administrator.

Approved: June 27, 1944.

GROVER B. HILL,
Acting War Food Administrator.

[F. R. Doc. 44-9525; Filed, June 29, 1944; 11:44 a. m.]

PART 1439—UNPROCESSED AGRICULTURAL COMMODITIES

[MPR 425,[1] Amdt. 7]

FRESH FRUITS, BERRIES AND VEGETABLES FOR PROCESSING

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.*

Section 4 is amended to read as follows:

SEC. 4. *Maximum prices for certain berries sold for processing.* The prices in the following table are maximum prices for sales of the listed fresh berries to processors, delivered to the buyers' customary receiving point. They apply only to sales of berries produced in the counties of Whatcom, Skagit, Snohomish, King, Pierce, Lewis, Skamania, and all counties west thereof in the state of Washington, and the counties of Hood River, Clackamas, Marion, Linn, Lane and all counties west thereof in the state of Oregon.

Variety:	*Cents per pound*
Strawberries (Ettersburg) stemmed	17
Strawberries (other) stemmed	15
Red Raspberries	15
Black Raspberries	13
Youngberries	12
Boysenberries	12
Loganberries	12
Blackberries	12
Gooseberries	8

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 9303, 9879, 12632, 12952, 14154, 15674, 16293.

This amendment shall become effective June 29, 1944.

Issued this 29th day of June 1944.

CHESTER BOWLES,
Administrator.

Approved:

GROVER B. HILL,
Acting War Food Administrator.

[F. R. Doc. 44-9526; Filed, June 29, 1944; 11:44 a. m.]

PART 1304—IRON AND STEEL SCRAP

[MPR 4]

IRON AND STEEL SCRAP

Revised Price Schedule No. 4[1] is redesigned Maximum Price Regulation 4 and is revised and amended to read as set forth herein. A statement of the considerations involved in the issuance of this Maximum Price Regulation 4 has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

MPR 4—IRON AND STEEL SCRAP

ARTICLE I—SCOPE OF THE REGULATION

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1. Prohibition against dealing in iron and steel scrap at prices above the maximum.
2. Geographical application.

ARTICLE II—MAXIMUM PRICES

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4. Maximum shipping point prices for steel scrap of dealer and industrial origin.
5. Switching charge deductions.
6. Maximum delivered prices for shipment by rail, vessel, or combination thereof, for steel scrap of dealer and industrial origin.
7. Basing point prices for steel scrap of railroad origin.
8. Maximum on-line prices for steel scrap of railroad origin.
9. Maximum delivered prices for shipment by rail, vessel, or combination thereof, for steel scrap of railroad origin.
10. Maximum prices for railroad steel scrap sold by sellers other than railroads.
11. Maximum shipping point and on-line prices for all cast iron scrap.
12. Maximum delivered prices for shipment by rail, vessel, or combination thereof, for all cast iron scrap.
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ARTICLE I—SCOPE OF THE REGULATION

SECTION 1. *Prohibitions against dealing in iron and steel scrap at prices above the maximum.* On and after the 5th day of July, 1944 regardless of any other contract or other obligation:

No person shall sell or deliver iron or steel scrap to a consumer of scrap or his broker at prices higher than the maximum prices established by this regulation:

No consumer of scrap or his broker shall buy or receive iron or steel scrap at prices higher than the maximum prices so established by this regulation:

No person shall charge or pay a fee for the service of preparing iron or steel scrap in excess of the maximum preparation charges established by this regulation:

No person shall agree, offer, solicit or attempt to do any of the foregoing.

SEC. 2. *Geographical application.* This regulation shall apply to all sales, deliveries, and preparation of iron or steel scrap in the forty-eight states of the United States and the District of Columbia.

ARTICLE II—MAXIMUM PRICES

SEC. 3. *Basing point prices for steel scrap of dealer and industrial origin—(a) Basing point prices from which maximum shipping point and maximum delivered prices are computed.* (1) Basing point prices for the base grade, No. 1 heavy melting steel, Grade 1:

Basing point:	*Price per gross ton*
Alabama City, Ala	$17.00
Ashland, Ky	19.50
Atlanta, Ga	17.00
Bethlehem, Pa	18.25
Birmingham, Ala	17.00
Brackenridge, Pa	20.00
Buffalo, N. Y	19.25
Butler, Pa	20.00
Canton, Ohio	20.00
Chicago, Ill	18.75
Cincinnati, Ohio	19.50
Claymont, Del	18.75
Cleveland, Ohio	19.50
Coatesville, Pa	18.75
Conshohocken, Pa	18.75
Detroit, Mich	17.85
Duluth, Minn	18.00
Harrisburg, Pa	18.75
Johnstown, Pa	20.00
Kokomo, Ind	18.25
Los Angeles, Calif	17.00
Middletown, Ohio	19.50
Midland, Pa	20.00
Minnequa, Colo	16.50
Monessen, Pa	20.00
Phoenixville, Pa	18.75
Pittsburg, Calif	17.00
Pittsburgh, Pa	20.00
Portsmouth, Ohio	19.50
St. Louis, Mo	17.50
San Francisco, Calif	17.00
Seattle, Wash	14.50

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 1952, 2431, 11251, 7264, 16786; 9 F.R. 1718, 4599.

Basing point:	*Price per gross ton*
Sharon, Pa	$20.00
Sparrows Point, Md	18.75
Steubenville, Ohio	20.00
Warren, Ohio	20.00
Weirton, W. Va	20.00
Youngstown, Ohio	20.00

(2) Differentials per gross ton above or below the price of Grade 1 (No. 1 heavy melting steel) for other grades of steel scrap.

OPEN HEARTH AND BLAST FURNACE GRADES

Grades	*Differentials*
2. No. 2 Heavy Melting Steel	Base
3. No. 1 Busheling	Base
4. No. 1 Bundles	Base
5. No. 2 Bundles	Base
6. No. 3 Bundles	−2.00
7. Machine Shop Turnings	−5.00
7(a). Bundled Machine Shop Turnings	Base
8. Mill Scale	−8.00
9. Mixed Borings and Turnings	−5.00
10. Shoveling Turnings	−3.00
11. No. 2 Busheling	−2.50
12. Cast Iron Borings	−4.00

ELECTRIC FURNACE AND FOUNDRY GRADES

13. Billet, Bloom and Forge Crops	+5.00
14. Bar Crops and Plate Scrap	+2.50
15. Cast Steel	+2.50
16. Punchings and Plate Scrap	+2.50
17. Electric Furnace Bundles	+1.00
18. Cut Structural and Plate Scrap 3' and under	+1.50
19. Cut Structural and Plate Scrap 2' and under	+2.00
20. Cut Structural and Plate Scrap 1' and under	+2.50
21. Briquetted Cast Iron Borings	Base
22. Two Foot Foundry Steel	+1.50
23. One Foot Foundry Steel	+2.00
24. Springs and Crankshafts	+1.00
25. Alloy Free Turnings	−2.00
26. Heavy Turnings	−.50

SPECIAL GRADES

27. Briquetted Turnings	Base
28. No. 1 Chemical Borings	−1.00
29. No. 2 Chemical Borings	−2.00
30. Tin Can Bundles	−4.00
31. Welding Rod Butts	−3.50
32. Wrought Iron	+6.50
33. Shafting	+7.00

(b) *Restrictions on use.* (1) The premiums established for electric furnace and foundry grades apply for use by electric furnace, acid open-hearth or foundry users. No basic open-hearth or blast furnace consumer may pay a price in excess of the price for the corresponding basic open-hearth or blast furnace grade for any of these grades unless allocated to such consumer by the War Production Board.

(2) The prices established for Grade 13 (billet, bloom and forge crops), Grade 25 (alloy free turnings) and Grade 26 (heavy turnings) may be charged only when shipped to a consumer directly from an industrial producer of such grades; otherwise the maximum price for such grades shall not exceed the price established for the corresponding grade of basic open hearth and blast furnace scrap.

(3) The prices established for Grade 28 (No. 1 chemical borings) and Grade 29 (No. 2 chemical borings) may be charged only when such grades are sold for use for chemical or annealing purposes; otherwise the maximum prices for such grades shall not exceed the price established for Grade 12 (cast iron borings).

(4) The price established for Grade 32 (wrought iron) may be charged only when sold to a producer of wrought iron; otherwise the maximum price for such grade shall not exceed the prices established for the corresponding grades of basic open hearth or blast furnace scrap.

(c) *Special pricing provisions.* (1) Sellers of Grade 28 (No. 1 chemical borings) and Grade 29 (No. 2 chemical borings) may make an extra charge of 75 cents per gross ton for loading in box cars or covering gondolas with a weather-resistant covering.

(2) Non-ferrous smelters may pay an extra charge of $1.50 per gross ton for preparing Grade 2 (No. 2 heavy melting steel) to a length of two feet or less, and a width of 15 inches or less.

(3) The maximum price of pit scrap, ladle scrap, salamander scrap, skulls, skimmings or scrap recovered from slag dumps and prepared to charging box size, shall be computed by deducting from the price of No. 1 heavy melting steel of dealer and industrial origin, the following amounts:

Where the iron content is 85% and over	$2.00
Where the iron content is 75% and over	4.00
Where the iron content is less than 75%	8.00

(4) The maximum price of iron or steel grindings or mill cinders, with the exception of those cast iron grindings with an iron content of 85 per cent and over and when sold for chemical use, shall be $4.00 per gross ton at any shipping point. Cast iron grindings with an iron content of 85 per cent and over shall not be subject to this regulation when sold for chemical use.

(5) Detinned or tin coated scrap sold for use in copper precipitation shall not be subject to this regulation.

SEC. 4. *Maximum shipping point prices for steel scrap of dealer and industrial origin.* (a) For shipping points located within a basing point named in section 3 of this regulation, the maximum shipping point price for any grade of steel scrap shall be the price established at such basing point, minus the applicable switching charge deduction set forth in section 5.

(b) For shipping points located outside the basing points named in section 3, the maximum shipping point price of any grade of steel scrap shall be the price established for the scrap at the most favorable basing point, minus the lowest established charge for transporting scrap from the shipping point to such basing point by rail or water carrier, or combination thereof. (The most favorable basing point is the basing point named in section 3 which will yield the highest shipping point price.) Where water rates are involved in the computation, a flat charge of 75¢ per gross ton for dock charges must be deducted in computing the shipping point price, except however, that at Memphis, Tennessee, the deduction shall be 50¢ per gross ton; at Great Lakes ports, $1.00 per gross ton; and at New England ports, $1.25 per gross ton.

(c) For shipping points located outside the basing points named in section 3, where water rates are used in computing shipping point prices, the f. a. s. vessel price shall apply f. o. b. cars for all shipping points located within the switching district of the city from which the water rate is applicable. Where the shipping point is located outside such switching district, the lowest established charge for transporting scrap by rail from the shipping point to the f. a. s. vessel point must be deducted from the f. a. s. vessel price. If no such established charge exists, then water rates may not be used in computing shipping point prices at such shipping points.

(d) The maximum shipping point price for No. 1 heavy melting steel (with differentials established in section 3 for all other grades) at all shipping points in New York City (or Brooklyn, New York) shall be $15.33 per gross ton.

(e) Maximum shipping point prices at all shipping points in the State of New Jersey shall be computed by the use of all rail transportation charges: Except that maximum shipping point prices at all shipping points in Hudson and Bergen Counties shall be computed from the Bethlehem, Pennsylvania, basing point.

(f) The maximum shipping point price for No. 1 heavy melting steel (with differentials established in section 3 for all other grades) need not fall below $14.00 per gross ton.

SEC. 5. *Switching charge deductions.* The switching charges to be deducted from the basing point price of dealer and industrial scrap as set forth in section 3, or the basing point price of non-operating railroad scrap, as set forth in section 7, in order to determine the maximum shipping point prices for such scrap originating in basing points, are as follows:

(a) Basing point:	*Cents per gross ton*
1. Alabama City, Alabama	26
2. Ashland, Kentucky	28
3. Atlanta, Georgia	32
4. Bethlehem, Pennsylvania	18
5. Birmingham, Alabama	32
6. Brackenridge, Pennsylvania	55
7. Buffalo, New York	26
8. Butler, Pennsylvania	28
9. Canton, Ohio	23
10. Chicago, Illinois	14
11. Cincinnati, Ohio	13
12. Claymont, Delaware	26
13. Cleveland, Ohio	42
14. Coatesville, Pennsylvania	28
15. Conshohocken, Pennsylvania	11
16. Detroit, Michigan	13
17. Duluth, Minnesota	28
18. Harrisburg, Pennsylvania	13
19. Johnstown, Pennsylvania	42
20. Kokomo, Indiana	28
21. Los Angeles, California	42
22. Middletown, Ohio	14
23. Midland, Pennsylvania	42
24. Minnequa, Colorado	22
25. Monessen, Pennsylvania	28
26. Phoenixville, Pennsylvania	28
27. Pittsburg, California	42
28. Pittsburgh, Pennsylvania	55
29. Portsmouth, Ohio	28
30. St. Louis, Missouri	28
31. San Francisco, California	42
32. Seattle, Washington	30

(a) Basing point:	*Cents per gross ton*
33. Sharon, Pennsylvania	42
34. Sparrows Point, Maryland	11
35. Steubenville, Ohio	28
36. Warren, Pennsylvania	42
37. Weirton, West Virginia	42
38. Youngstown, Ohio	42

[1] For Basic Open Hearth and Blast Furnace grades and grades No. 22, 23, and 24 in Section 3, the switching charge deduction shall be 80¢ per gross ton.

(b) The Pittsburgh, Pennsylvania, basing point includes the switching districts of Bessemer, Homestead, Duquesne, Munhall and McKeesport, Pennsylvania.

(c) The Cincinnati, Ohio, basing point includes the switching district of Newport, Kentucky.

(d) The St. Louis, Missouri, basing point includes the switching districts of Granite City, East St. Louis and Madison, Illinois.

(e) The San Francisco, California, basing point includes the switching districts of South San Francisco, Niles and Oakland, California.

(f) The Claymont, Delaware, basing point includes the switching district of Chester, Pennsylvania.

(g) The Chicago, Illinois, basing point includes the switching district of Gary, Indiana.

SEC. 6. *Maximum delivered prices for shipment by rail, vessel, or combination thereof, for steel scrap of dealer and industrial origin.* (a) The maximum delivered price of any grade of steel scrap delivered by rail, vessel, or combination thereof, shall be the shipping point price as determined in section 4, plus the established charge for transporting the scrap from the shipping point to the point of delivery by the means of transportation employed, subject to the springboard limitations set forth in paragraph (d) of this section.

(b) If delivery to the consumer involves vessel movement, the actual charges incurred at a public dock may be added to the established transportation charges. Where the dock facilities are owned or controlled by the shipper of the scrap, a maximum charge of 75¢ per gross ton may be added to the established transportation charges; except that the maximum charge shall be 50 cents per gross ton at Memphis, Tennessee, $1.00 per gross ton at any Great Lakes port, or $1.25 per gross ton at any New England port.

(c) In the case of water movement by deck scow or railroad lighter, no established charges at the dock or any charge or cost customarily incurred at the dock may be included in the delivered price. In lieu thereof, 50 cents per gross ton may be included in the delivered price.

(d) Normal springboard limitations. The maximum delivered price of any grade of steel scrap of dealer and industrial origin shall not exceed the price listed in section 3 for that grade at the basing point nearest, in terms of transportation charges, the consumer's plant by more than $1.00 with the following exceptions:

(1) For consumers located nearest, in terms of transportation charges, the St. Louis, Missouri, basing point, the maximum delivered price of any grade of steel scrap shall not exceed the price listed in section 3 for that grade at St. Louis by more than $1.50.

(2) For consumers located nearest, in terms of transportation charges, the Detroit, Michigan, Birmingham, Alabama, or Alabama City, Alabama, basing points, the maximum delivered price of any grade of steel scrap shall not exceed the price listed in section 3 for that grade at such basing points by more than $2.00.

(3) Where the delivered price of any grade of scrap shipped from a New England shipping point exceeds the normal springboard limitations set forth above, the maximum transportation charges which may be added to the shipping point price shall be $6.65 per gross ton.

(4) Consumers of Grade 13 (billet, bloom and forge crops) originating in and shipped from the Pittsburgh, Pennsylvania basing point may pay the shipping point price established in section 4 for that grade, plus transportation charges actually incurred but not to exceed $2.65 per gross ton.

(5) Consumers purchasing any grade of turnings for electric furnace use in the production of ferro-alloys, may pay the shipping point price established in section 4 for that grade of turnings plus full transportation charges to the point of delivery.

(6) Consumers of chemical borings may pay the shipping point price established in section 4 for that grade of chemical borings plus full transportation charges to the point of delivery.

(7) Consumers purchasing steel scrap for use in copper precipitation may pay the shipping point price established in section 4 for the particular grade of scrap, plus full transportation charges to the point of delivery.

(8) When steel scrap is shipped by vessel from Duluth, Minnesota or Superior, Wisconsin, consumers purchasing such scrap may pay the shipping point price established in section 4, plus full transportation charges to the point of delivery.

(9) Consumers purchasing mill cinder or grindings may pay the shipping point price established in section 4 for those grades, plus full transportation charges to the point of delivery.

(10) For Grade 14 (bar crops and plate scrap), Grade 16 (punchings and plate scrap), Grade 25 (alloy free turnings), Grade 26 (heavy turnings) and Grade 27 (briquetted turnings) shipped directly from industrial plants in the State of Michigan, consumers located nearest, in terms of transportation charges, the Buffalo, New York, Pittsburgh, Brackenridge, and Midland, Pennsylvania, basing points, may pay the shipping point price plus full transportation charges to the point of delivery.

(e) Steel scrap originating within the States of Arizona, Arkansas, California, Colorado, Florida, Idaho, Kansas, Louisiana, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington and Wyoming shall be designated "remote scrap". Consumers purchasing any grade of "remote scrap" may pay the shipping point price established in section 4 for the particular grade of scrap, plus full transportation charges to the point of delivery, provided that the delivered price does not exceed the price at the basing point nearest, in terms of transportation charges, the consumer's plant by more than $7.00 per gross ton.

(f) Where scrap is shipped pursuant to an allocation order issued by the War Production Board, a consumer may pay the shipping point price as established in section 4, plus full transportation charges to the point of delivery.

(g) Where the War Production Board allocates for rail shipment, scrap which has been stored at a dock for water movement, the consumer may pay the dock charges set forth in paragraph (b) above.

SEC. 7. *Basing point prices for steel scrap of railroad origin*—(a) *Basing point prices from which maximum on-line and maximum delivered prices are computed.*

(1) Basing point prices for the base grade, No. 1 railroad heavy melting steel, Grade 1:

Basing point:	*Price per gross ton*
Alabama City, Alabama	$18.00
Ashland, Kentucky	20.50
Atlanta, Georgia	18.00
Bethlehem, Pennsylvania	19.25
Birmingham, Alabama	18.00
Brackenridge, Pennsylvania	21.00
Buffalo, New York	20.25
Butler, Pennsylvania	21.00
Canton, Ohio	21.00
Chicago, Illinois	19.75
Cincinnati, Ohio	20.50
Claymont, Delaware	19.75
Cleveland, Ohio	20.50
Coatesville, Pennsylvania	19.75
Conshohocken, Pennsylvania	19.75
Detroit, Michigan	18.85
Duluth, Minnesota	19.00
Harrisburg, Pennsylvania	19.75
Johnstown, Pennsylvania	21.00
Kokomo, Indiana	19.25
Los Angeles, California	18.00
Middletown, Ohio	20.50
Midland, Pennsylvania	21.00
Minnequa, Colorado	17.50
Monessen, Pennsylvania	21.00
Phoenixville, Pennsylvania	19.75
Pittsburg, California	18.00
Pittsburgh, Pennsylvania	21.00
Portsmouth, Ohio	20.50
St. Louis, Missouri	18.50
San Francisco, California	18.00
Seattle, Washington	15.50
Sharon, Pennsylvania	21.00
Sparrows Point, Maryland	19.75
Steubenville, Ohio	21.00
Warren, Ohio	21.00
Weirton, West Virginia	21.00
Youngstown, Ohio	21.00

(2) Differentials per gross ton above or below the price of Grade 1 (No. 1 railroad heavy melting steel) for other grades of railroad steel scrap.

Grades	*Differentials*
2. No. 2 Railroad Heavy Melting Steel	Base
3. Wrought Iron and Soft Steel	Base
4. No. 2 Steel Wheels	Base
5. Axles, Iron and/or Steel	—1.00
6. No. 1 Busheling	—3.50
7. No. 2 Busheling	—1.50
8. No. 1 Turnings	—6.00
9. No. 2 Turnings, Drillings and Borings	—3.50
10. Iron Arch Bars	—3.50
11. Steel Arch Bars	—3.50
12. Boilers, Fire Boxes and Tanks	—3.50
13. No. 2 Cast Steel	—.50
14. Uncut Frogs and Switches	—3.50
15. Flues, Tubes and Pipes	—3.50
16. Limed Iron and Steel	
17. Structural Wrought Iron and/or Steel, uncut	—3.50
18. Destroyed Steel Cars and Locomotive Tenders	—5.00
19. No. 1 Sheet Scrap	—7.00
20. No. 2 Sheet Scrap	+.50
21. Scrap Rails in Random Lengths	+2.50
22. Re-rolling Rails	+2.50
23. Cut Rails, 3' and Under	+3.75
24. Cut Rails, 18" and Under	+2.50
25. Cast Steel, No. 1	+2.50
26. Uncut Tires	+4.50
27. Cut Tires	+1.00
28. Iron Arch Bars, 3' and Under	Base
29. Uncut Bolsters and Side Frames	+2.50
30. Cut Bolsters and Side Frames	+2.50
31. Angle and Splice Bars	+6.00
32. Solid Steel Axles	+3.50
33. No. 3 Steel Wheels	+3.50
34. Spring Steel	+1.00
35. Couplers and Knuckles	+3.50

(b) *Restrictions on use.* (1) The price established for grade 22 (re-rolling rails) may be charged only when purchased and sold for re-rolling use; otherwise the maximum price for such grade shall not exceed the price established for grade 21 (scrap rails in random lengths). (The term "re-rolling rails" includes any rails which are sold to be used for re-rolling, irrespective of whether or not such rails are usable for relaying).

(2) The price established for grade 32 (solid steel axles) may be charged only when purchased and sold for re-rolling or reforging use; otherwise the maximum price for such grade shall not exceed the price established for the base grade, No. 1 railroad heavy melting steel.

SEC. 8. *Maximum on-line prices for steel scrap of railroad origin.* The term "on-line prices" means the maximum prices that the originating railroad may charge for scrap delivered to a consumer located on the line of that railroad.

(a) *On-line prices for operating railroads operating in a basing point.* The maximum on-line price of any grade of steel scrap originating from an operating railroad operating in a basing point named in section 7 shall be the price established in such section for the scrap at the highest priced basing point in which the railroad operates.

(b) *On-line prices for operating railroads not operating in a basing point.* The maximum on-line price of any grade of steel scrap originating from an operating railroad not operating in a basing point named in section 7 shall be the price established for the scrap at the most favorable basing point named in that section minus the foreign line proportion of the lowest established charge for transporting scrap by rail from the scrap accumulation point of the railroad to such basing point. (The "scrap accumulation point" shall be that point from which the greatest tonnage of scrap was shipped in the calendar year, 1943). The maximum on-line price of No. 1 railroad heavy melting steel need not fall below $15.00 per gross ton (with differentials established in section 7 for all other grades): *Provided, however,* That in no case need this maximum on-line price fall below the corresponding shipping point price for No. 1 heavy melting steel of dealer and industrial origin at the railroad's scrap accumulation point.

The "most favorable basing point" is the basing point named in section 7 which will yield the highest maximum on-line price.

On and after the 15th day of March, 1944, no operating railroad not operating in a basing point named in section 7 may sell or offer to sell iron and steel scrap to a consumer or his broker (without obtaining prior written approval from the Office of Price Administration) unless it has filed with the Office of Price Administration, Iron and Steel Branch, Washington (25), D. C., a statement in writing setting forth its maximum on-line price for No. 1 railroad heavy melting steel and describing the method by which the said maximum on-line price was calculated and such statement has been approved in writing by the Office of Price Administration, Washington, D. C. The statement shall include: the most favorable basing point selected, the price at such basing point, the location of the scrap accumulation point, the lowest established charge for transporting scrap by rail from such accumulation point to the named basing point, and the foreign line proportion of such lowest established charge.

(c) *Non-operating railroads.* (1) The maximum on-line (or shipping point) price of any grade of steel scrap originating from a non-operating railroad shall be the price established for the scrap at the most favorable basing point named in section 7 minus the lowest established charge for transporting scrap by rail from the scrap accumulation point of the railroad to such basing point. The maximum on-line price of No. 1 railroad heavy melting steel need not fall below $15.00 per gross ton (with differentials established in section 7 for all other grades): *Provided, however,* That in no case need this maximum on-line price fall below the corresponding shipping point price for No. 1 heavy melting steel of dealer and industrial origin at the railroad's scrap accumulation point of the railroad to such basing point.

(2) Where the non-operating railroad is located within a basing point set forth in section 7, the switching charge deductions established in section 5 will be applicable.

SEC. 9. *Maximum delivered prices for shipment by rail, vessel, or combination thereof, for steel scrap of railroad origin*—(a) *When delivered to a consumer located on the line of a railroad.* The maximum delivered price of any grade of steel scrap originating from an operating railroad and delivered to a consumer's plant located on the line of that railroad shall be the maximum on-line price established in section 8.

(b) *When delivered to a consumer located off the line of the originating railroad.* The maximum delivered price of any grade of steel scrap originating from an operating railroad and delivered to a consumer located off the line of that railroad, by rail, vessel or combination thereof, shall be the maximum on-line price established in section 8, plus the foreign line proportion of the through rate from the point of shipment to the consumer's plant via the junction nearest such plant in terms of transportation charges, or the commercial rate from such nearest junction to the consumer's plant (unless off-line routing at another point is directed by order of a governmental agency). In no case may the railroad seller participate in the transportation charges incurred in off-line delivery of scrap unless the maximum on-line price for the scrap is reduced by the amount of the participation in the off-line transportation charges.

(c) *When delivered to a consumer from a non-operating railroad.* The maximum delivered price of any grade of steel scrap originating from a non-operating railroad shall be the maximum price established in section 8 (c), plus transportation charges to the point of delivery. Such transportation charges shall be computed in the same manner and subject to the same limitations as the charges allowable under section 6 or 15 for dealer or industrial scrap except that the springboard limitations in section 6 shall not apply to the grades of rails, Grades No. 21, 22, 23, and 24.

SEC. 10. *Maximum prices for railroad steel scrap sold by sellers other than railroads.* (a) Railroad steel scrap prepared by a dealer or moving through a dealer's yard (except for unprepared scrap prepared in-transit pursuant to section 15) or sold by any other person than a railroad as defined in this Regulation, shall be classified and priced under sections 3 and 4 except that for the following grades of steel scrap set forth in section 7, Grades No. 4, 5, 14, 21, 22, 23, 24, 26, 27, 29, 30, 31, 32, 33, 34, and 35, the maximum shipping point prices shall be the same as those established for non-operating railroads in section 8 (c), and the maximum delivered prices shall be the same as those established for non-operating railroads in section 9 (c).

SEC. 11. *Maximum shipping point and maximum on-line prices for all cast iron scrap.* (a) The maximum shipping point price per gross ton for any of the following grades of cast iron scrap shall be the price shown in the following table for the zone in which the scrap is located; for a railroad seller of cast iron scrap, the maximum on-line price per gross ton shall be the price shown in the table for the highest priced zone in which the railroad operates:

Grades	Zone A	Zone B	Zone C
1. Cast iron No. 1 (cupola cast)	$18.00	$19.00	$20.00
2. Cast iron No. 2 (charging box cast)	17.00	18.00	19.00
3. Cast iron No. 3 (heavy breakable cast)	14.50	15.50	16.50
4. Cast iron No. 4 (burnt cast)	13.25	14.25	15.25
5. Cast iron brake shoes	13.25	14.25	15.25
6. Stove plate	17.00	18.00	19.00
7. Clean auto cast	18.00	19.00	20.00
8. Unstripped motor blocks	15.50	16.50	17.50
9. Wheels No. 1	18.00	19.00	20.00
10. Malleable	20.00	21.00	22.00

Zone A includes the States of Montana, Idaho, Wyoming, Nevada, Utah, Arizona, and New Mexico.

Zone B includes the States of North Dakota, South Dakota, Nebraska, Colorado, Kansas, Oklahoma, Texas and Florida.

Zone C includes all states not named in Zones A and B, and includes the switching district of Kansas City, Kansas-Missouri.

(b) *Restrictions on use.* (1) The maximum shipping point or on-line price which a basic open-hearth consumer may pay for cast iron No. 1 (cupola cast), wheels, No. 1, clean auto cast or malleable shall be the price established for cast iron No. 3 (heavy breakable cast) unless such higher priced grades are allocated by the War Production Board.

(2) The maximum shipping point or on-line price which any foundry consumer other than a malleable iron producer may pay for Grade 10 (malleable) shall be the price established for cast iron No. 1 (cupola cast), unless such malleable scrap has been allocated by the War Production Board.

SEC. 12. *Maximum delivered prices for shipment by rail, vessel, or combination thereof, for all cast iron scrap.* (a) The maximum delivered price for shipment by rail, vessel, or combination thereof of any grade of cast iron scrap of dealer or industrial origin shall be the shipping point price as determined in section 11 plus the established charge for transporting the scrap from the shipping point to the point of delivery by the means of transportation employed. If delivery to the consumer involves water movement the actual charges incurred at a public dock may be added to the established transportation charges. Where the dock facilities are owned or controlled by the shipper of the cast iron scrap, the following maximum dock charges may be added to the established transportation charges: At Memphis, Tennessee, 50 cents per gross ton; at any Great Lakes port, $1.00 per gross ton; at all New England ports, $1.25 per gross ton; and at all other ports, 75 cents per gross ton.

(b) The maximum delivered price of any grade of cast iron scrap of railroad origin shall be the maximum on-line price as determined in section 11 plus the transportation charges allowable to railroad sellers of steel scrap as set forth in section 9.

SEC. 13. *Maximum delivered prices for shipment by truck for all steel or cast iron scrap.* (a) Where delivery of any grade of iron or steel scrap is made by public carrier truck, the maximum delivered price shall be the maximum shipping point price, or in the case of railroad scrap, the maximum on-line price, as established in section 4, 8, 10 or 11, whichever is applicable, plus the established public carrier charge, subject to the limitations set forth in paragraph (c) of this section.

(b) Where delivery of any grade of iron or steel scrap is made in a truck owned or controlled by the shipper or broker of the scrap, the maximum delivered price shall be the maximum shipping point price, or in the case of railroad scrap, the maximum on-line price, as established in section 4, 8, 10 or 11, whichever is applicable, plus the highest established rail carload freight rate for shipping scrap from the rail siding nearest the shipping point to the rail siding nearest the point of delivery, subject to the limitations set forth in paragraph (c) of this section. The transportation charge for delivering any grade of iron or steel scrap in a truck owned or controlled by the shipper need not fall below $1.00 per gross ton.

(c) The springboard limitations set forth in section 6 shall be applicable to truck deliveries of all steel scrap of non-operating railroad or dealer and industrial origin.

(d) Where delivery of any grade of cast iron scrap is made solely by truck, transportation charges in excess of $1.00 per gross ton may not be added to the maximum shipping point price, or in the case of railroad cast iron scrap the maximum on-line price, unless the shipper of the scrap shall sign and deliver to the consumer a certificate made out to the Office of Price Administration, Washington (25), D. C. Such certificate shall show the point from which the scrap was shipped and the persons by whom the scrap was transported from the shipping point to the point of delivery, and shall specify the quantity and grade of scrap, the shipping point price, the shipping point, the point of delivery, and the transportation charges incurred. The consumer shall acknowledge receipt of the material on the face of the certificate. Certification must be executed on OPA Form 104.15 or a copy thereof. Such forms may be secured from any regional office of the Office of Price Administration or a facsimile of the form may be prepared by the shipper.

The above mentioned certificate shall be preserved by the consumer and a copy thereof retained by the seller as part of the record keeping requirements outlined in section 29.

(e) Where delivery of any grade of iron or steel scrap is made by a rail-truck movement to a consumer lacking adequate facilities for receiving scrap by rail and the truck portion of such movement is made in a truck owned or controlled by the shipper or broker of the scrap, a maximum charge of $1.00 per gross ton may be made for the truck portion of such movement. If the consumer has adequate facilities for receiving such scrap by rail, no charge may be made for the truck portion of such rail-truck movement. Where delivery is made by a truck-rail movement no charge may be added for the truck portion of the movement since the scrap has not reached its shipping point (see section 28 (h)) until it has been placed f. o. b. railroad cars.

ARTICLE III—GENERAL PROVISIONS

SEC. 14. *Superior or inferior grades.* (a) Except upon prior written approval by the Office of Price Administration, Washington (25), D. C., no grade of iron or steel scrap for which premiums are not already provided shall command a premium over the maximum prices established in this regulation for the base grades, No. 1 heavy melting steel, No. 1 railroad heavy melting steel, and No. 1 cupola cast.

(b) Unlisted grades of iron or steel scrap inferior to the base grades mentioned in paragraph (a) of this section shall be priced by the Office of Price Administration, Washington (25), D. C., whenever the seller of such scrap applies for the establishment of an appropriate price.

SEC. 15. *Intransit preparation.* (a) A consumer may designate a dealer or dealers to prepare steel scrap of dealer and industrial origin intransit on a preparation fee basis under the following circumstances:

(1) Where unprepared steel scrap of dealer and industrial origin is allocated for preparation intransit by the War Production Board.

(2) Where a consumer purchases unprepared remote scrap of dealer and industrial origin in rail carload lots.

(3) Where Grade 7 (machine shop turnings) or other grades of long or bushy turnings are allocated in rail carload lots to a consumer by the War Production Board for bundling or briquetting, or where a consumer purchases such turnings in rail carload lots for crushing.

(4) Where Grade 12 (cast iron borings) is allocated to a consumer by the War Production Board for briquetting.

(b) A consumer may designate a dealer or dealers to prepare steel scrap of railroad origin intransit on a preparation fee basis only where a consumer without adequate preparation facilities purchases unprepared steel scrap from an originating railroad.

(c) A consumer may designate a dealer or dealers to prepare cast iron scrap intransit on a preparation fee basis under the following circumstances:

(1) Where Grade No. 2 (cast iron No. 2), Grade No. 3 (cast iron No. 3) or Grade No. 8 (unstripped motor blocks) is allocated by the War Production Board to a consumer lacking adequate facilities for breaking such cast iron.

(2) Where a consumer purchases Grade No. 2 (cast iron No. 2), Grade No. 3 (cast iron No. 3) or Grade No. 8 (unstripped motor blocks) which has its origin in the States comprising Zones A or B as set forth in section 11.

(d) No fee may be paid to the person preparing scrap intransit pursuant to the provisions of this section if the scrap originates in the preparer's yard or if title to the scrap resides in the preparer at any time after the scrap leaves its shipping point, unless such scrap is allocated by the War Production Board.

(e) The maximum preparation fee for preparing any grade of iron or steel scrap intransit shall be the applicable fee established in section 16.

(f) Whenever intransit preparation of iron or steel scrap is permissible pursuant to the provisions of this section, the maximum delivered price shall be the maximum shipping point or maximum on-line price for the unprepared scrap plus the rail transportation charges incurred in moving the scrap to the point of preparation, plus the applicable maximum preparation fee as established in section 16, plus the transportation charges from the preparation yard to the point of delivery as established and restricted in sections 6, 9, 12 or 13, whichever is applicable.

SEC. 16. *Maximum preparation charges.* (a) The maximum fees which may be charged for intransit preparation of any grade of steel scrap of dealer or industrial origin which is allocated to a consumer by the War Production Board shall be as follows:

(1) For preparing into Grade No. 1 (No. 1 heavy melting steel), Grade No. 2 (No. 2 heavy melting steel) or Grade No. 3 (No. 1 busheling), $3.50 per gross ton.

(2) For hydraulically compressing Grade No. 4 (No. 1 bundles), Grade No. 5 (No. 2 bundles) or Grade No. 6 (No. 3 bundles), $4.00 per gross ton.

(3) For hydraulically compressing Grade No. 7 (machine shop turnings), $5.00 per gross ton.

(4) For crushing Grade No. 7 (machine shop turnings), $2.00 per gross ton.

(5) For preparing into Grade No. 27 (briquetted turnings), $5.00 per gross ton.

(6) For preparing into Grade No. 21 (briquetted cast iron borings), $4.00 per gross ton.

(7) For preparing into Grade No. 14 (bar crops and plate scrap), Grade No. 15 (cast steel), Grade No. 16 (punchings and plate scrap), or Grade No. 20 (cut structural and plate scrap, 1 foot and under), $6.00 per gross ton.

(8) For preparing into Grade No. 19 (cut structural and plate scrap, 2 feet and under) or Grade No. 23 (one foot foundry steel), $5.50 per gross ton.

(9) For preparing into Grade No. 18 (cut structural and plate scrap, 3 feet and under) or Grade No. 22 (two foot foundry steel), $5.00 per gross ton.

(10) For hydraulically compressing Grade No. 17 (electric furnace bundles), $5.00 per gross ton.

(11) For preparing into Grade No. 32 (wrought iron), $10.00 per gross ton.

(b) Where remote scrap as defined in section 6 (e) is purchased for intransit preparation, the maximum preparation fee for preparing any grade of unprepared steel scrap shall not exceed $3.50 per gross ton; the maximum preparation fee for hydraulically compressing any grade of bundles shall not exceed $4.00 per gross ton, unless the scrap is allocated by the War Production Board. Where the scrap is allocated by the War Production Board the preparation fees set forth in (a) above will be applicable.

(c) The maximum fees which may be charged for intransit preparation of any grade of steel scrap of railroad origin shall be as follows:

(1) For preparing into Grade No. 1 (No. 1 railroad heavy melting steel) and Grade No. 2 (No. 2 railroad heavy melting steel), $3.50 per gross ton.

(2) For hydraulically compressing Grade No. 19 (No. 1 sheet scrap) and Grade No. 20 (No. 2 sheet scrap), $4.00 per gross ton.

(3) For preparing into Grade No. 23 (cut rails, 3 feet and under), $2.00 per gross ton.

(4) For preparing into Grade No. 24 (cut rails, 18 inches and under), $3.25 per gross ton.

(5) For preparing into Grade No. 27 (cut tires), $2.00 per gross ton.

(6) For preparing into Grade No. 30 (cut bolsters and side frames), $2.50 per gross ton.

(d) The maximum fees which may be charged for intransit preparation of cast iron shall be limited to the following:

(1) For preparing Grade No. 8 (unstripped motor blocks) into Grade No. 7 (clean auto cast), $2.50 per gross ton and Grade No. 3 (heavy breakable cast) into Grade No. 1 (cast iron No. 1), $3.50 per gross ton.

(2) For preparing Grade No. 2 (charging box cast) into Grade No. 1 (cast iron No. 1), $1.00 per gross ton.

(e) Whenever scrap has arrived at its point of delivery, and the consumer engages a dealer to prepare such scrap, no fee may be charged or paid for such service unless the consumer obtains prior written approval from the Office of Price Administration, Washington (25), D. C.

(f) No preparation charge other than the charges set forth in this section may be made for the preparation of any grade of iron or steel scrap unless the consumer has secured prior written approval of such charge from the Office of Price Administration, Washington (25), D. C.

SEC. 17. *Premiums for alloy content.* With the exception of the premiums specifically authorized in this Section or those established in any other price schedule or regulation issued by the Office of Price Administration, no premium may be charged for alloys contained in iron or steel scrap. Except as outlined below the premiums are not confined to a particular use.

(a) *Nickel.* A premium of $1.00 per gross ton for each ¼ of 1% may be charged where the scrap contains not less than 1% and not over 5.25% nickel.

(b) *Molybdenum.* A premium of $2.00 per gross ton may be charged for scrap containing not less than .15% molybdenum. A premium of $3.00 per gross ton may be charged for scrap containing not less than .65% molybdenum.

(c) *Manganese.* A premium of $3.00 per gross ton over the applicable basing point price for No. 1 heavy melting steel or No. 1 railroad heavy melting steel may be charged where scrap contains not less than 10% manganese and is in sizes larger than 12" x 24" x 8". A premium of $7.00 per gross ton over the applicable basing point price for No. 1 heavy melting steel or No. 1 railroad heavy melting steel may be charged where scrap contains not less than 10% manganese and is cut to sizes of 12" x 24" x 8" or smaller. The manganese premiums provided in this paragraph (c) are applicable if the scrap is sold for electric furnace use only.

(d) *Silicon.* The adjustments established under section 4 for electric furnace, and foundry grades shall not be applicable if the scrap contains silicon between .5% and 1.75%.

(e) *Chromium.* Steel scrap conforming to SAE 52100 may command a premium of $1.00 per gross ton when sold for electric furnace use only.

(f) *Multiple alloys.* Where any grade of scrap contains two alloy elements for which premiums have been established in this section, the total premium may not exceed the maximum premium for any one contained alloy.

SEC. 18. *Mixed shipments.* (a) When grades of scrap, other than alloy scrap, commanding different maximum prices under the provisions of this regulation are included in one vehicle (other than a vessel or barge), except as hereinafter provided under paragraph (c) of this section, the maximum price for the scrap in such vehicle shall be the maximum price applicable to the lowest priced grade in the vehicle.

(b) The limitations set forth in paragraph (a) of this section shall not affect shipments involving vessel or barge movement if each grade commanding a different maximum price under the provisions of this regulation is segregated in the vessel or barge.

(c) Where one vehicle contains exclusively grades of scrap for which premiums for alloy content are established under section 17 of this regulation, the alloy premiums shall only apply if each different grade alloy scrap is segregated in the vehicle, in which event, the limitations contained in paragraph (a) of this section shall not apply.

(d) Where one vehicle contains exclusively alloy scrap for which a premium has been established for a single alloy under section 17 of this regulation, the amount of the maximum premium may be determined by the use of the average analysis of such alloying element in that vehicle, provided, that such average analysis meets the requirements set forth in section 17.

SEC. 19. *Commissions.* (a) No commission shall be payable on sales made under this regulation except by a consumer to a broker for brokerage services rendered to the consumer. Where scrap is allocated by the War Production Board, other than from a governmental agency, the seller may designate a broker. Where scrap is allocated by the War Production Board from a governmental agency, the consumer may designate a broker. In the event that a broker purchases iron or steel scrap for sale to a consumer, such consumer may pay such broker a commission not exceeding 50¢ per gross ton, except that for grades of scrap commanding a premium for nickel content the maximum commission shall be $1.00 per gross ton. No commission shall be payable unless—

(1) The broker is regularly and primarily engaged in the business of buying and selling iron and steel scrap;

(2) The broker guarantees the quality and delivery of an agreed tonnage of scrap;

(3) The scrap is purchased by the consumer at a price no higher than the applicable maximum price established in this regulation;

(4) The broker sells the scrap to the consumer at the same price, with the same discounts and allowances, at which he purchased it, and does not include in the shipping point price any cost, fee, or charge incurred in placing the scrap at its shipping point;

(5) The broker does not split or divide the commission in whole or in part, with the seller or sellers of the scrap, or with another broker, or sub-broker, or with the consumer;

(6) The commission is shown as a separate item on the invoice;

(b) No commission shall be payable to a person for scrap which he prepares: *Provided, however,* That whenever intransit preparation is permitted by any provision of this regulation, a broker may charge a commission notwithstanding the fact that he also prepares the scrap.

(c) No commission shall be payable to a person controlling, or holding directly or indirectly a substantial financial interest in the person preparing the scrap, or to a person employed or controlled by the person preparing the scrap, or to a

person in whom the person preparing the scrap holds directly or indirectly a substantial financial interest or control.

SEC. 20. *Unprepared scrap.* (a) The term "unprepared scrap" shall have its customary trade meaning and shall not include such demolition projects as bridges, box cars or automobiles, which must be so priced that the prepared scrap will be delivered to the consumer within the maximum delivered prices established by this regulation.

(b) For unprepared steel scrap other than materials suitable for hydraulic compression, the maximum basing point prices shall be $3.50 per gross ton beneath the price of the prepared base grades, No. 1 heavy melting steel or No. 1 railroad heavy melting steel, as established in section 3 or 7.

(c) That unprepared material which when compressed constitutes a No. 1, No. 2 or No. 3 bundle shall be priced at $4.00 per gross ton beneath the price for those prepared grades as established in section 3.

(d) The tin cans or other tin or terne coated material from which Grade No. 30 (tin can bundles) is constituted shall be priced at $3.50 per gross ton less than the price established for that prepared grade in section 3.

(e) Any iron casting which cannot be broken with an ordinary drop into Grade No. 2 (cast iron No. 2) or Grade No. 1 (cast iron No. 1) as established in section 11, may not be classified as Grade No. 3 (cast iron No. 3). Where such iron casting requiring blasting or other special preparation is sold to a consumer of scrap, the shipping point price for Grade No. 3 (cast iron No. 3) as established in section 11 must be reduced by the amount of the additional charges required for preparation.

SEC. 21. *Transportation charges.* (a) The rail or vessel charges, or combination rail-vessel charges, used in computing maximum shipping point or maximum on-line prices in sections 4 or 8 of this regulation need not reflect any increase in rates which became effective after March 14, 1942, nor need such charges reflect any transportation tax.

(b) Any tax imposed upon the transportation charges from the shipping point to the point of delivery, may be included in the maximum delivered price.

(c) No vessel charge shall be deemed an established charge within the provisions of this Regulation unless regular vessel movement of scrap, except for seasonal or wartime restrictions, is or has been made to the most favorable basing point since January 1, 1940, as a customary business practice of scrap shippers located at the shipping point involved.

(d) Where rail or vessel charges vary because of seasonal factors, the lowest established charge shall be the lowest charge in effect at any time during the year.

SEC. 22. *Weights to govern.* (a) Except as otherwise provided in this section, settlement for all scrap shall be made on the basis of weights at the point of delivery.

(b) *Rail shipments.* If the consumer is a member of a weighing association, settlement shall be on the basis of mill weights. If the consumer does not have weighing facilities, settlement shall be made on the basis of railroad weights at the point of delivery.

No adjustment need be made for shortages of 500 pounds or less per car between shipping point weights and weights at the point of delivery. If the shortage exceeds 500 pounds per car, adjustment must be made for the full shortage.

(c) *Vessel shipment.* When shipment is wholly or partially by vessel, weights at the dock prior to vessel movement shall govern. If the scrap moves from the shipping point to the dock by rail and weights at the shipping point have been determined, no adjustment need be made for differences of 500 pounds or less per car between shipping point weights and weights at the dock. If the difference exceeds 500 pounds per car, adjustment must be made for the full shortage in the car.

(d) Settlement for scrap purchased from the Navy may be made on the basis of shipping point weights.

ARTICLE IV—SPECIFICATIONS

SEC. 23. *Steel grades of dealer and industrial origin.* All grades must be free of dirt, non-ferrous metals or foreign material of any kind and free of excessive rust and corrosion.

BASIC OPEN HEARTH AND BLAST FURNACE GRADES

1. *No. 1 heavy melting steel.* Clean wrought iron or steel scrap ¼ inch and over in thickness, not over 18 inches in width and not over 5 feet in length. Individual pieces must be free from attachments, and so cut as to lie flat in the charging box. May include heavy forgings, forge butts, billet, bloom, slab or bar crops not conforming to chemical analysis required for electric furnace or acid open hearth use. May include new mashed pipe ends, original diameter 4 inches and over. May not include auto body and fender stock.

2. *No. 2 heavy melting steel.* Wrought iron or steel scrap, black or galvanized, ⅛ inch and over in thickness, not over 18 inches in width and not over 5 feet in length. (Uncut bumpers and front axles of passenger automobiles, and uncut rear ends of passenger automobiles free of wheels and brake assemblies and drained of oil, may be included even though over 5 feet in length). Individual pieces must be free from attachments and so cut as to lie flat in the charging box. May include pipe; heavy oil field or similar cable not less than 1 inch in diameter and cut to lengths of 3 feet or less; and car sides and light plate cut 15 inches by 15 inches or under. May not include auto body and fender stock.

3. *No. 1 busheling.* Clean wrought iron or steel scrap ⅛ inch and over in thickness, not exceeding 12 inches in any dimension, including new factory busheling 20 gauge or heavier, (for example, sheet clippings, stampings, etc.) and steel cartridge cases 40 MM or less. May not contain burnt material or auto body and fender stock. Must be free of metal coated, limed or porcelain enameled stock.

4. *No. 1 bundles.* New black steel sheet scrap, clippings, or skeleton scrap, hydraulically compressed or hand bundled to charging box size and weighing not less than 75 pounds per cubic foot. (Hand bundles must also be tightly secured and stand handling with a magnet). Must be free of paint or protective coating of any kind. May include Stanley balls, or mandrel wound bundles or skeleton reels, tightly secured. May not include detinned scrap, electrical sheets, or any material over 0.5% of silicon.

5. *No. 2 bundles.* Body and fender scrap, or similar black sheet scrap, hydraulically compressed to charging box size and weighing not less than 75 pounds per cubic foot. May include chemically detinned material. No tin can will be deemed to be detinned unless it has undergone the chemical process for the removal and recovery of tin. May not include galvanized, vitreous enameled stock tin plate, terne plate, or other metal coated material. Painted or lacquered material shall not be considered as coated material. May include hydraulically compressed uncoated fence wire and light coil springs.

6. *No. 3 bundles.* Galvanized sheet scrap or galvanized wire compressed into charging box size weighing not less than 75 pounds per cubic foot. May include black sheet scrap bundles weighing less than 75 pounds per cubic foot and hand baled cotton ties, provided such bundles will stand handling with a magnet. May not include terne plate or vitreous enameled stock.

7. *Machine shop turnings.* Clean steel or wrought iron turnings free of cast or malleable iron borings, non-ferrous metals in a free state, scale or excessive oil. May not contain badly rusted or corroded stock.

7(a) *Baled machine shop turnings.* Machine shop turnings hydraulically compressed into bundles weighing not less than 75 pounds per cubic foot. May include not over 25% by weight black sheet scrap used for binding or wrapping purposes.

8. *Mill scale.* Iron oxide produced in rolling mill, forge shop practice or other heat treating operations; containing not less than 65% metallic iron.

9. *Mixed borings and turnings.* Shoveling turnings mixed with cast or malleable iron borings and drillings, free of scale or excessive oil or non-ferrous metals in a free state. May not contain badly rusted or corroded stock.

10. *Shoveling turnings.* Clean short steel or wrought iron turnings, drillings or screw cuttings. May include any such material whether resulting from crushing, raking or other processes. Must be free of springy, bushy, tangled or matted material, lumps, non-ferrous metals in a free state, scale, grindings, or excessive oil.

11. *No. 2 busheling.* Cut hoops, netting, cut, unbaled fence wire, light sheets, rusted car sides, cotton ties, and galvanized light material. No dimension over 12 inches. May be black or galvanized. May include oil field or similar cable cut to lengths of 2 feet or less and machine gun clips. No hard steel, porcelain enameled, or metal coated material may be included.

12. *Cast iron borings.* Clean cast iron or malleable iron borings and drillings, free of steel turnings, scale, lumps and excessive oil.

ELECTRIC FURNACE AND FOUNDRY GRADES

13. *Billet, bloom and forge crops.* Billet, bloom, axle, slab, heavy plate and heavy forge crops, not over 0.05% phosphorus or sulphur and not over 0.5% silicon, free from alloys. Must not be less than 2 inches in thickness, not over 18 inches in width and not over 36 inches in length. Must be new material delivered to the consumer directly from the industrial producer.

14. *Bar crops and plate scrap.* Bar crops, plate scrap, forgings, flashings, bits, jars and tool joints, containing not over 0.05% phosphorous or sulphur, not over 0.5% silicon, free from alloys. Must not be less than 2 inches in thickness not over 18 inches in width and not over 36 inches in length, except that plate scrap may not be less than ½ inch thick and that flashings may be of any thickness but may not exceed 2 feet in length.

15. *Cast steel.* Steel castings not over 48 inches long, 18 inches wide and ¼ inch in thickness, containing not over 0.05% phosphorus or sulphur, free from alloys and attachments. May include heads, gates and risers.

16. *Punchings and plate scrap.* Punchings or stampings, plate scrap and bar crops containing not over 0.05% phosphorous or sulphur and not over 0.5% silicon, free from alloys. All material must be cut 12 inches and under and with the exception of punchings or stampings must be at least ⅛ inch in thickness. Punchings or stampings may not be less than ¼ inch or more than 6 inches in diameter.

17. *Electric furnace bundles.* New black steel sheet scrap hydraulically compressed into bundles 14 x 14 x 20 inches or smaller.

18. *Cut structural and plate scrap, 3 feet and under.* Clean open hearth steel plates, structural shapes, crop ends, shearings, or broken steel tires. Must be not less than ¼ inch in thickness, not over 3 feet in length and 18 inches in width. Must not contain over 0.05% phosphorus or sulphur.

19. *Cut structural and plate scrap, 2 feet and under.* Clean open hearth steel plates, structural shapes, crop ends, shearings, or broken steel tires. Must be not less than ¼ inch in thickness, not over 2 feet in length and 18 inches in width. Must not contain over 0.05% phosphorus or sulphur.

20. *Cut structural and plate scrap, 1 foot and under.* Clean open hearth steel plates, structural shapes, crop ends, shearings, or broken steel tires. Must be not less than ¼ inch in thickness or over 1 foot in length or width. Must not contain over 0.05% of phosphorus or sulphur.

21. *Briquetted cast iron borings.* Cast iron borings, Grade 12, compressed into a cohesive solid, reasonably free from oil, each briquette to weigh not more than 20 pounds and to have a density of not less than 60 per cent.

22. *Foundry steel, 2 feet and under.* Steel scrap ⅛ inch and over in thickness, not over 2 feet in length or 18 inches in width. Individual pieces must be free from attachments. May not include nonferrous metals, metal coated material, cast or malleable iron, wrought iron, pipe, body and fender stock, cable, enameled or galvanized material.

23. *Foundry steel, 1 foot and under.* Steel scrap ⅛ inch and over in thickness, not over 1 foot in length or width. Individual pieces must be free from attachments. May not include non-ferrous metals, metal coated material, cast or malleable iron, wrought iron, pipe, body and fender stock, cable, enameled or galvanized material.

24. *Springs and crank shafts.* Clean automotive springs and crankshafts, either new or used.

25. *Alloy free turnings.* New, short, clean steel turnings free from lumps, tangled or matted material, cast iron borings, or excessive oil, containing not more than 0.05% phosphorus or sulphur and free of alloys. Must be delivered to the consumer directly from the industrial producer.

26. *Heavy turnings.* Short, heavy steel turnings, containing not over 0.05% phosphorus or sulphur and free of alloys. May include rail chips. May not include machine shop or other light turnings and must weigh not less than 75 pounds per cubic foot in the original state of production. Must be delivered to the consumer directly from the industrial producer.

SPECIAL GRADES

27. *Briquetted turnings.* Steel turnings compressed into a cohesive solid, reasonably free from oil, each briquette to weigh not more than 20 pounds and to have a density of not less than 60 percent.

28. *No. 1 chemical borings.* New clean cast or malleable iron borings and drillings containing not more than 1% oil, free from steel turnings, or chips, lumps, scale, corroded or rusty material.

29. *No. 2 chemical borings.* New clean cast or malleable iron borings and drillings, containing not more than 1.50% oil, free from steel turnings, or chips, lumps, scale, corroded or rusty material.

30. *Tin can bundles.* Must be exclusively tin coated or tin alloyed material, reasonably clean, with all contents removed, hydraulically compressed into charging box size. Minimum weight, 75 pounds per cubic foot.

31. *Welding rod butts.* The remnants of iron and steel welding rods used in welding.

32. *Wrought iron.* Clean wrought iron scrap, free of steel and with rivets and attachments removed. May include wrought iron structural shapes, plates, bars, pipe, staybolts or any other material known to have been manufactured from wrought iron.

33. *Shafting.* Random length shafting suitable without further preparation for rerolling, or forging. Must be reasonably straight and free of attachments.

SEC. 24. *Steel grades of railroad origin.*

1. *No. 1 railroad heavy melting steel.* (A. A. R. No. 24). Steel scrap ¼ inch and over in thickness, not over 18 inches in width, and not over 5 feet long. Individual pieces must be cut into such shape that they will be free from attachments, and will lie reasonably straight and compact in a charging box. Cut boiler plate must be practically cleaned of lime, free from staybolts. May include structural shapes, plates, rods, and bars ½ inch and heavier, steel castings, heavy chain, heavy forgings, forged butts and similar heavy material. This grade may also include new mashed pipe ends, original diameter four inches and over, thoroughly flattened, sheet bars, billets, blooms, rail ends, railroad steel and wrought scrap, such as angle and slice and splice bars, couplers, knuckles, draw bars, cut cast steel bolsters, coil and leaf springs (all coil springs to be ⅝ inch or larger diameter). No needle or skeleton plate scrap, agricultural shapes, annealing pots, boiler tubes, grate bars, cast iron, malleable iron, or curly or unwieldly pieces may be included. Must be free from dirt, excessive rust or scale or foreign material of any kind.

2. *No. 2 railroad heavy melting steel.* (A. A. R. No. 25). Plate scrap, such as car sides, ¼ inch or over in thickness. Punchings ⅛ inch and over in thickness, heavy clippings, new unmashed pipe ends under 4 inches in diameter. Car sides and all light plate to be sheared 15 inches by 15 inches or under and all light rods to be 12 inches and under in length. Any curved or twisted pieces must be sheared in such shape that they will lie reasonably flat in a charging box and not tangle in handling with a magnet, all to be free from cast iron, malleable iron, burnt scrap, dirt or foreign material of any kind. Maximum size 15 inches wide by 3 feet long.

3. *Wrought iron and soft steel.* (A. A. R. Nos. 43 and 44). Wrought iron and/or soft steel from railroad chops and cars, including iron links and pins. Flats ¼ inch thick and over, rounds and/or squares ⅜ inch thick and over. May include tie plates, track bolts, spikes and nuts. All to be free from steel shapes, plates and riveted materials. Maximum size 18 iches wide by 5 feet long.

4. *No. 2 steel wheels.* (A. A. R. No. 41). Includes all kinds of built up or steel tired wheels 36 inches and under.

5. *Axles, iron and/or steel.* (A. A. R. Nos. 4 and 5). Hollow bored steel axles. Railroad car/and/or locomotive axles, A. A. R. and M. C. B. sizes, and free from defective or imperfect forgings. No axles to be included of shorter length than distances between wheel seats.

6. *No. 1 busheling.* (A. A. R. No. 10). Clean iron and/or soft steel pipes and/or flues, tank and/or bands, No. 12 gauge and heavier, steel plate puchings and/or clippings, soft steel and/or iron forgings and/or flashings. No dimension over 8 inches. To be free from burnt material, hard steel, cast, malleable and metal coated material of any kind.

7. *No. 2 busheling.* (A. A. R. No. 10–A). Netting, sheet and/or similar light material, lighter than No. 12 gauge. No dimension over 8 inches. To be free from hard steel, cast and metal coated material of any kind.

8. *No. 1 turnings.* (A. A. R. No. 38). Heavy turnings from wrought iron and/or steel railroad axles or heavy forgings and/or rail chips, to weigh not less than 75 pounds per cubic foot. Free from dirt or other foreign material of any kind.

9. *No. 2 Turnings, drillings, and borings.* (A. A. R. No. 39) Cast, wrought, steel and/or malleable iron borings, turnings, and/or drillings mixed with other metals.

10. *Iron arch bars.* (A. A. R. No. 1) Railroad iron arch, transom, and/or tie bars, uncut.

11. *Steel arch bars.* (A. A. R. No. 1–A). Railroad steel arch, transom, and/or tie bars, uncut.

12. *Boilers, fire boxes and tanks.* (A. A. R. No. 8). Iron or steel boiler or tank plate cut apart sufficiently to load (with or without staybolts).

13. *No. 2 cast steel* (A. A. R. No. 11). Steel castings over 18 inches wide and over 5 feet long.

14. *Uncut frogs and switches.* (A. A. R. No. 18). Steel and/or iron frogs and switches that have not been cut apart, exclusive of manganese.

15. *Flues, tubes and pipe.* (A. A. R. No. 21). Wrought iron and/or soft steel. Must be free from dirt, excessive corrosion or lime and riveted seams. Fitting attached permitted.

16. *Limed iron and steel.* (A. A. R. No. 22). All kinds of iron or steel material from interior of boilers. (Except flues which are encrusted with lime, such as crown bars, crown bar bolts, staybolts, etc.)

17. *Structural wrought iron and/or steel, uncut.* (A. A. R. No. 35). All steel or steel mixed with iron from bridges, structures and/or equipment that has not been cut apart; may include uncut bolsters, brake beams, steel trucks, underframes, channel bars, steel bridge plates, frogs and/or crossing plates and/or other steel of similar character.

18. *Destroyed cars and locomotive tenders.* (A. A. R. No. 45). Includes bodies of steel cars cut apart sufficiently to load; excludes trucks and/or cast steel underframes.

19. *No. 1 sheet scrap.* (A. A. R. No. 30). Under ¼ inch thick, consisting of cut stacks and/or stack netting, hoops, band iron and/or steel, pressed steel, hand car wheels, scoops and/or shovels (free of wood), and/or wire rope, all sizes. Must be free from burnt or metal coated material, cushion and other similar springs and lime encrusted pipe and flues from boilers.

20. *No. 2 sheet scrap.* (A. A. R. No. 31). Includes netting (other than stack wire) and/or galvanized material, composition brake shoes and/or gas retorts.

21. *Scrap rails in random lengths.* (A. A. R. No. 29). Standard section tee girder, or guard rails; to be free from frogs and switch rails not cut apart, and contain no manganese, cast welds or attachments of any kind except angle bars. Free from concrete, dirt and foreign material of any kind.

22. *Rerolling rails.* (A. A. R. No. 27). Standard section tee rails, original weight 50 pounds per yard or heavier, five feet long and over. Suitable for rerolling into bars and shapes. Free from bent and twisted rails, frog, switch and guard rails, or rails with split heads and broken flanges.

23. *Cut rails 3 feet and under.* (A. A. R. No. 28). Cropped rail ends 3 feet and under in length. Free from angle bars, splice bars, tie plates, concrete, dirt or other foreign material.

24. *Cut rails 18 inches and under.* Cropped rail ends 18 inches and under in length. Free

from angle bars, splice bars, tie plates, concrete, dirt, or other foreign material.

25. *Cast steel No. 1.* (A. A. R. No. 11–A). Steel castings cut to charging box size, not over 5 feet in length or 18 inches in width. No piece weighing less than 10 pounds to be included.

26. *Uncut tires.* (A. A. R. Nos. 36 and 37). Locomotive or car tires, uncut.

27. *Cut tires.* (A. A. R. Nos. 36 and 37). Locomotive or car tires, cut to lengths of 3 feet and under.

28. *Iron arch bars, 3 feet and under.* (A. A. R. No. 1). Railroad iron arch, transom and/or tie bars cut 3 feet and under.

29. *Uncut bolsters and side frames.* (A. A. R. No. 9). Cast steel bolsters and/or truck side frames, uncut.

30. *Cut bolsters and side frames.* Cast steel bolsters and/or truck side frames, cut to charging box size, 5' by 18" or smaller.

31. *Angle and splice bars.* (A. A. R. No. 6). Fish plates and/or patented joints, iron or steel.

32. *Solid steel axles.* (A. A. R. Nos. 2 and 3). Solid car and/or locomotive steel axles. (Free from axles with keyway between wheel seats; no axles of shorter lengths than distance between wheels seats to be included.)

33. *No. 3 steel wheels.* (A. A. R. No. 42). Solid cast steel, forged, pressed, or rolled steel car and/or locomotive wheels, not over 42 inches in diameter.

34. *Spring steel.* (A. A. R. Nos. 34 and 34–A). Coil springs made of material not less than ¾ inch in diameter. Elliptical springs made of material not less than ¼ inch in thickness, not over 18 inches wide. May be assembled or cut apart.

35. *Couplers and knuckles.* (A. A. R. No. 17). Railroad car and/or locomotive steel couplers, knuckles, and/or locks stripped clean of all other attachments.

SEC. 25. *All cast iron grades.*

1. *Cast iron No. 1 (cupola cast).* Clean cast iron scrap such as columns, pipes, plates and castings of a miscellaneous nature, including the cast iron parts of agricultural machinery. Must be free from stove plate, burnt iron, brake shoes, or foreign material. Must be cupola size, not over 24 inches by 30 inches, and no piece to weigh over 150 pounds.

2. *Cast iron No. 2 (charging box cast).* Clean cast iron scrap in sizes not over 5 feet in length or 18 inches in width, suitable for charging into an open-hearth furnace without further preparation. Must be free from burnt iron, brake shoes or stove plate.

3. *Cast iron No. 3 (heavy breakable cast).* Cast iron scrap over charging box size or weighing more than 500 pounds and which can be broken by an ordinary drop into cupola size. May include cylinders, driving wheel centers, but may not include hammer blocks or bases. May include steel which is an integral part of the casting, which does not protrude more than 6 inches and which does not exceed 10% of the weight of the casting.

4. *Cast iron No. 4 (burnt cast).* Burnt cast iron scrap such as stove parts, grate bars and miscellaneous burnt iron. Includes sash weights or window weights.

5. *Cast iron brake shoes.* Driving and/or car brake shoes of all types except composition filled shoes.

6. *Stove plate.* Clean cast iron stove plate. Must be free from malleable and steel parts, window weights, plow points or burnt cast.

7. *Clean auto cast.* Clean auto blocks, free of all steel parts except camshafts, valves, valve springs and studs.

8. *Unstripped motor blocks.* Automobile or truck motors from which steel and nonferrous fittings have not been removed. Must be free from drive shafts, differentials and parts of frames.

9. *Wheels, No. 1.* Cast iron railroad car or locomotive wheels.

10. *Malleable.* Malleable parts of automobiles, railroad cars, locomotives or miscellaneous malleable iron castings. Must be free of cast iron and steel parts and other foreign material.

ARTICLE V—MISCELLANEOUS PROVISIONS

SEC. 26. *Imported scrap.* (a) (1) Imported scrap, when imported by a consumer or his broker, is at its shipping point when it has been placed f. o. b. carrier for delivery to the consumer at its port of entry (when imported by vessel movement), or, if imported by other than vessel movement, when it has reached its point of entry (the point of entry shall be that city at or nearest the point where the carrier crosses the border between the United States and the foreign country from which the scrap was exported).

(2) Imported scrap when imported by a dealer and delivered to the dealer's yard shall be at its shipping point when it has been placed f. o. b. carrier at the dealer's yard.

(b) Imported scrap is at its point of delivery to a consumer when it has arrived for unloading at the consumer's plant.

(c) When imported scrap has arrived at its shipping point as defined, in this section, it shall be subject to the maximum shipping point or on-line prices established in sections 4, 8, 10 or 11, whichever is applicable, and subject to any and all other provisions found in this regulation, except that:

(1) The mixed shipment provision shall not be applicable to scrap imported by vessel;

(2) The springboard limitations contained in section 9 shall not be applicable;

(3) The in-transit preparation provisions contained in this regulation shall not be applicable unless in-transit preparation for a named consumer is specifically authorized by the War Production Board at the time it grants an import license for such scrap.

SEC. 27. *Exported scrap.* The maximum export price for any grade of iron or steel scrap shall be the maximum shipping point or on-line price as established in sections 4, 8, 10 or 11, whichever is applicable, plus all transportation charges allowable under the appropriate section, to the place of export. For scrap exported by vessel, this maximum export price shall be f. a. s. vessel at the place of export, and the actual cost incidental to shipment and export from that point may be added, if shown as separate charge on the invoice.

SEC. 28. *Definitions.* (a) "Person" includes an individual, corporation, partnership, association, or any other organized group of persons or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(b) "Iron and steel scrap" means all ferrous materials, other than pig iron as defined in Revised Price Schedule 10, either alloyed or unalloyed, of which iron or steel is a principal component, which are the waste of industrial fabrication, or objects that have been discarded on account of obsolescence, failure or any other reason, when sold to a consumer as defined in paragraph (c) of this section, or his broker.

(c) "Consumer" means a purchaser of iron or steel scrap for use in the production of iron or steel products by melting, rerolling, forging, or machining; or any person purchasing iron or steel scrap for use as a reduction agent in the production of chemicals or pigments, for use in the production of non-ferrous materials, for use as ballast or counterweights, or for annealing; and which includes any governmental agency or subdivision other than the Reconstruction Finance Corporation, its subsidiaries or agencies.

(d) "Operating railroad" means a railroad, terminal association, or switching company which operates a railway line and derives at least a portion of its revenue from the carrying of freight.

(e) "Non-operating railroad" means all steam and electric railroads other than operating railroads, as defined in paragraph (d) of this section, and includes suburban and interurban electric railroads, street railways, refrigerator car, stock car, sleeping car and tank car companies engaged primarily in the transportation business, but does not include mine or logging roads.

(f) "Imported scrap" means all iron and steel scrap having a point of origin outside the 48 states of the United States and the District of Columbia.

(g) "Free of alloys" means that any alloys contained in the steel are residual and have not been added for the purpose of making an alloy steel. Steel scrap will be considered free of alloys where the residual alloying elements do not exceed the following amounts:

	Percent
Nickel	0.45
Chromium	.20
Molybdenum	.10
Manganese	1.65

and where the combined residuals other than the manganese do not exceed a total of .60%.

(h) Lowest established charges. The term "lowest established charges for transporting scrap" shall mean the rail or vessel freight rate for transporting material generally classified as iron or steel scrap and shall not refer to freight charges for transporting any special grade thereof.

(i) "Shipping point". Scrap is at its shipping point in the case of all-rail, rail-vessel, rail-truck or truck-rail movement when it has been placed f. o. b. railroad cars for shipment to the consumer; in the case of all-vessel, vessel-rail or vessel-truck movement, when it has been placed f. a. s. vessel for shipment to the consumer; and in the case of all-truck movement, when it has been placed f. o. b. truck for shipment to the consumer.

(j) "Point of delivery" shall mean that point at which scrap has arrived for unloading at the plant of the consumer.

(k) "Dealer and industrial origin" shall mean all sources of scrap other

[8 F.R. 13240.
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than railroads as defined in this regulation.

SEC. 29. *Records and reports.* (a) Every person making a sale of iron or steel scrap to a consumer or a broker and every consumer or broker purchasing iron or steel scrap shall keep for inspection by the Office of Price Administration for a period of not less than one year, complete and accurate records of each such sale or purchase: the date thereof, the name and address of the buyer or seller, the shipping point price (or in the case of railroad sellers, the on-line price), the quantity in pounds, the quality in grades as defined in the applicable section, the method of transportation used from shipping point to point of delivery, the delivered price and the commission, if any, involved in the sale.

(b) Buyers and sellers of iron or steel scrap affected by this regulation shall submit such further reports to the Office of Price Administration as may from time to time be required.

(c) Where shipment of scrap to the consumer or his broker involves rail or water movement, the shipper must execute and mail to the consumer or his broker a shipping notice simultaneously with the shipment of the scrap. Such shipping notice must contain the date of shipment, number and initial of the car or name of vessel, the consumer's and/or broker's purchase order number, the specific grade or grades of scrap as they are designated in the applicable section of this regulation and the signature of the shipper or his duly authorized representative.

SEC. 30. *Less than maximum prices.* Lower prices than those established by this regulation may be charged, demanded, paid or offered.

SEC. 31. *Evasion.* The provisions of this regulation shall not be evaded by direct or indirect means.

SEC. 32. *Licensing and registration*—(a) *Licensing.* The provisions of Licensing Order No. 1[1], licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation. A seller's license may be suspended for violations of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

(b) *Registration.* The provisions of Licensing Order No. 2[2] are applicable to every dealer subject to this Maximum Price Regulation 4 selling iron and steel scrap to a consumer or his broker. In this section and this section only, the term "dealer" shall have the meaning given to it by Licensing Order No. 2.

SEC. 33. *Enforcement.* Persons violating any provision of this regulation are subject to the criminal penalties, civil enforcement actions, license suspension proceedings, and suits for treble damages provided by the Emergency Price Control Act of 1942, as amended.

SEC. 34. *Petitions for amendment.* Any person seeking an amendment of any provisions of this regulation may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1.[3]

This regulation shall become effective the 5th day of July 1944.

NOTE: All reporting and record-keeping requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–9576; Filed, June 30, 1944; 11:43 a. m.]

PART 1315—RUBBER AND PRODUCTS AND MATERIALS OF WHICH RUBBER IS A COMPONENT

[RO 1A,[1] Amdt. 78]

TIRES, TUBES, RECAPPING AND CAMELBACK

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Ration Order No. 1A is amended in the following respects:

1. Section 1315.305 (a) is amended to read as follows:

(a) No Board may issue a certificate for a new or used solid tire, used tractor tire, used implement tire, or a new or used tube.

2. Section 1315.806 (p) (1) (iv) is amended to read as follows:

(iv) New or used tubes.

3. Section 1315.806 (p) (1) (v) is revoked.

This amendment shall become effective July 1, 1944.

(Pub. Law 671, 76th Cong. as amended by Pub. Laws 89, 421 and 507, 77th Cong.; E.O. 9125, 7 F.R. 2719, issued April 7, 1942, WPE Dir. No. 1, 7 F.R. 562, Supp. Dir. No. 1Q, 7 F.R. 9121)

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–9577; Filed, June 30, 1944; 11:40 a. m.]

PART 1346—BUILDING MATERIALS

[RMPR 206,[2] Amdt. 3]

VITRIFIED CLAY SEWER PIPE AND ALLIED PRODUCTS

A statement of the considerations involved in the issuance of this Amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Table 8 in section 11.2 of Revised Maximum Price Regulation No. 206, now headed "Chimney Pipe and Fittings 2' Lengths" is hereby amended so that the heading shall read "Chimney Pipe 3' And Under And Fittings."

This Amendment No. 3 shall become effective July 5, 1944.

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–9578; Filed, June 30, 1944; 11:40 a. m.]

PART 1351—FOOD AND FOOD PRODUCTS

[MPR 422,[1] Amdt. 19]

CEILING PRICES OF CERTAIN FOODS SOLD AT RETAIL IN GROUP 3 AND GROUP 4 STORES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation 422 is amended in the following respects:

1. In section 39 (a), a new item is added to list (3) under Table B–I, to read as follows:

TABLE B—MARK-UPS OVER "NET COST" ALLOWED TO GROUP 3 AND GROUP 4 RETAILERS FOR PERISHABLES COVERED BY THIS REGULATION BY COMMODITIES

	Allowed mark-ups over net cost		
I. Food commodities	Group 3. Retailer other than independent with annual volume under $250,000	Group 4. Any retailer with annual volume of $250,000 or more	"Selling unit" in which ceiling price must be calculated
(3) Fresh vegetables: Vegetables in unbroken packages,	*Percent* 40	*Percent* 40	1 package.

2. Section 39 (a), Table B–II, is amended to read as follows:

TABLE B—MARK-UPS OVER "NET COST" ALLOWED TO GROUP 3 AND GROUP 4 RETAILERS FOR PERISHABLES COVERED BY THIS REGULATION BY COMMODITIES

	Allowed dollars-and-cents mark-ups per "selling unit"		
II. Food commodities	Group 3. Retailer other than independent with annual volume under $250,000	Group 4. Any retailer with annual volume of $250,000 or more	"Selling unit" in which ceiling price must be calculated
	Cents	*Cents*	
(1) Dairy products:			
(2) Fresh fruits:			
Apricots	4½	4½	1 pound.
Cherries, sweet	9	9	1 pound.
Coconuts	11½	11½	1 pound.
Melons, except watermelons	2½	2½	1 pound.
Plums	4½	4½	1 pound.
Prunes, Italian	3	3	1 pound.
(3) Fresh vegetables:			
Beans, green and wax	4	4	1 pound.
Carrots, bunched	2½	2½	1 bunch.
Carrots, other than bunched	2	2	1 pound.
Cucumbers, hothouse	6½	6½	1 pound.
Cucumbers, except hothouse cucumbers	2½	2½	1 pound.
Eggplant	3	3	1 pound.
Peas, green	5	5	1 pound.
Peppers, sweet	4½	4½	1 pound.
Spinach	3	3	1 pound.
(4) Poultry:			
(5) Fish:			

*Copies may be obtained from the Office of Price Administration.

[7 F.R. 9160, 9392, 9724.
[8 F.R. 14281, 16995; 9 F.R. 4349.
[9 F.R. 5791.

[9 F.R. 5656, 6828, 6951.

3. In section 39 (b) (2), the following definition is added in alphabetical order:

"Melons, except watermelons" means all melons except watermelons and citron-melon. Separate ceiling prices shall be figured for each variety. Varieties shall be cantaloupes and muskmelons, Honeyball, Honey Dew, Persian, Casaba, Cranshaw, and all other varieties.

4. In section 39 (b) (3), the following definitions are added in alphabetical order:

"Cucumbers, hothouse" means all hothouse cucumbers bought in containers labelled "hothouse", or cucumbers bought individually labelled "hothouse".

"Peppers, sweet" means all grades and varieties of sweet peppers. All sweet peppers shall be considered a single item and priced as such. Excluded are hot peppers and pimientos.

"Vegetables in unbroken packages" means the fresh vegetables listed in Table B, excluding tomatoes, which are purchased and sold in packages not exceeding one pound net weight (and not exceeding five pounds net weight in the case of spinach), and which have been trimmed, cleaned, washed or otherwise prepared for sale to the consumer ready for consumption without further preparation other than cooking. Each such listed vegetable in unbroken packages and each size package shall be considered separate items and priced separately.

5. In section 39 (b) (3) the definition of "spinach" is amended to read as follows:

"Spinach" means all flat and curly leaf spinach, excluding New Zealand, or other greens. Also excluded is spinach bought "washed and packaged" and sold "washed and packaged". All spinach shall be considered a single item and priced as such.

This amendment shall become effective July 5, 1944.

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

Approved June 23, 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 44-9579; Filed, June 30, 1944; 11:41 a. m.]

PART 1351—FOOD AND FOOD PRODUCTS

[MPR 423,[1] Amdt. 20]

CEILING PRICES OF CERTAIN FOODS SOLD AT RETAIL IN INDEPENDENT STORES DOING AN ANNUAL BUSINESS OF LESS THAN $250,000 (GROUP 1 AND GROUP 2 STORES)

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 5671, 6829.

Maximum Price Regulation 423 is amended in the following respects:

1. In section 28 (a), a new item is added to list (3) under Table B–I, to read as follows:

TABLE B—MARK-UPS OVER "NET COST" ALLOWED TO GROUP 1 AND GROUP 2 RETAILERS FOR PERISHABLES COVERED BY THIS REGULATION BY COMMODITIES

I. Food commodities	Allowed mark-ups over net cost		"Selling unit" in which ceiling price must be calculated
	Independent retailers with annual volumes		
	Group 1.—Under $50,000	Group 2.—$50,000 but less than $250,000	
(3) Fresh vegetables: Vegetables in unbroken packages.	*Percent* 40	*Percent* 40	1 package.

2. In section 28 (a), Table B–II, is amended to read as follows:

TABLE B—MARK-UPS OVER "NET COST" ALLOWED TO GROUP 1 AND GROUP 2 RETAILERS FOR PERISHABLES COVERED BY THIS REGULATION BY COMMODITIES

II. Food commodities	Allowed dollars-and-cents mark-ups per "selling unit" Independent retailers with annual volumes		"Selling unit" in which ceiling price must be calculated
	Group 1.—Under $50,000	Group 2.—$50,000 but less than $250,000	
(1) Dairy products:			
(2) Fresh fruits:			
Apricots	*Cents* 5	*Cents* 5	1 pound.
Cherries, sweet	10	10	1 pound.
Coconuts	2	2	1 pound.
Melons, except watermelons	2½	2½	1 pound.
Plums	5	5	1 pound.
Prunes, Italian	3½	3½	1 pound.
(3) Fresh vegetables:			
Beans, green and wax	4½	4½	1 pound.
Carrots, bunched	2½	2½	1 bunch.
Carrots, other than bunched	2	2	1 pound.
Cucumbers, hothouse	7	7	1 pound.
Cucumbers, except hothouse cucumbers	2½	2½	1 pound.
Eggplant	3½	3½	1 pound.
Peas, green	5½	5½	1 pound.
Peppers, sweet	5	5	1 pound.
Spinach	3½	3½	1 pound.
(4) Poultry:			
(5) Fish:			

3. In section 28 (b) (2), the following definition is added in alphabetical order:

"Melons, except watermelons" means all melons except watermelons and citron-melon. Separate ceiling prices shall be figured for each variety. Varieties shall be cantaloupes and muskmelons, Honeyball, Honey Dew, Persian, Casaba, Cranshaw, and all other varieties.

4. In section 28 (b) (3), the following definitions are added in alphabetical order:

"Cucumbers, hothouse" means all hothouse cucumbers bought in containers labelled "hothouse", or cucumbers bought individually labelled "hothouse".

"Peppers, sweet" means all grades and varieties of sweet peppers. All sweet peppers shall be considered a single item and priced as such. Excluded are hot peppers and pimientos.

"Vegetables in unbroken packages" means the fresh vegetables listed in Table B, excluding tomatoes, which are purchased and sold in packages not exceeding one pound net weight (and not exceeding five pounds net weight in the case of spinach), and which have been trimmed, cleaned, washed or otherwise prepared for sale to the consumer ready for consumption without further preparation other than cooking. Each such listed vegetable in unbroken packages and each size package shall be considered separate items and priced separately.

5. In section 28 (b) (3), the definition of "spinach" is amended to read as follows:

"Spinach" means all flat and curly leaf spinach, excluding New Zealand, or other greens. Also excluded is spinach bought "washed and packaged" and sold "washed and packaged". All spinach shall be considered a single item and priced as such.

This amendment shall become effective July 5, 1944.

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

Approved: June 23, 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 44-9580; Filed, June 30, 1944; 11:40 a. m.]

PART 1372—SEASONAL COMMODITIES

[RMPR 298]

ROTENONE AND PYRETHRUM

Maximum Price Regulation 298 is redesignated Revised Maximum Price Regulation 298 and is revised and amended to read as set forth herein. Revised MPR 298 now establishes maximum prices for rotenone at levels other than retail which were covered by MPR 298 and also for pyrethrum at levels other than at retail. Prices for pyrethrum at these levels were formerly governed by the General Maximum Price Regulation.

In the judgment of the Price Administrator, the maximum prices established by this revised regulation are and will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942, as amended, and Executive Orders 9250 and 9328. So far as practical, the Price Administrator has advised and consulted with the members of the industry affected by this revised regulation.

Such standards and specifications as are used in this revised regulation were, prior to such use, in general use in the industry affected.

A statement of the considerations involved in the issuance of this revised regulation has been issued simultaneously herewith and filed with the Division of the Federal Register.*

REVISED MAXIMUM PRICE REGULATION 298—ROTENONE AND PYRETHRUM

CONTENTS

Sec.
1. Applicability.
2. Sales at other than maximum prices.
3. Evasion.
4. Records and reports.
5. Enforcement.
6. Licensing.
7. Protests and petitions for amendment.
8. Definitions.
Appendix A—Maximum prices for rotenone and rotenone products.
Appendix B—Maximum prices for pyrethrum and pyrethrum products.

AUTHORITY: Secs. 1 to 8, inclusive (§ 1372.151), issued under 56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R 4681.

SECTION 1. *Applicability.* (a) Except as provided in paragraph (b) of this section with reference to emergency sales to the United States and its agencies and paragraph (c) of this section with reference to export sales, this regulation shall apply to all sales other than at retail of rotenone and pyrethrum and of rotenone and pyrethrum products, whether sold for immediate or future delivery, within the District of Columbia and the 48 states of the United States.

(b) *Emergency purchases.* This regulation shall have no application to any purchases by the United States or any of its agencies under such circumstances of emergency as to make immediate delivery imperative and as to render it impossible to secure or unfair to require immediate delivery at the maximum price which would otherwise be applicable if such purchases and deliveries are made pursuant to the provisions of section 4.3 (f) of Revised Supplementary Regulation 1 to the General Maximum Price Regulation, as amended: *Provided, however,* That the Administrator may, by order, waive the reporting of any part of the information required by section 4.3 (f) in connection with a particular purchase or group of purchases upon determining that such information may not reasonably be required under all the circumstances, and he may, in lieu thereof, require the reporting of other information more suited to the circumstances.

(c) This regulation shall have no application to export sales of rotenone and pyrethrum and rotenone and pyrethrum products. The maximum price of such sales shall be determined in accordance with the provisions of the Second Revised Export Price Regulation.

SEC. 2. *Sales at other than maximum prices.* (a) Regardless of any contract or obligation, no person shall sell or deliver other than at retail, and no person in the course of trade or business shall buy or receive other than at retail rotenone and pyrethrum and rotenone and pyrethrum products at a price above the maximum price established by Appendices A and B of this regulation for such sale, nor shall any person agree to solicit, offer or attempt to do any of the foregoing. This prohibition, however, is subject to the provision for adjustable pricing contained in paragraph (b) of this section, the exception for emergency purchases by the United States and its agencies contained in paragraph (b) of section 1 and the exception for export sales contained in paragraph (c) of section 1.

(b) Any person may agree to sell at a price which can be increased up to the maximum price in effect at the time of delivery, but no person may, unless authorized by the Office of Price Administration, deliver or agree to deliver at prices to be adjusted upward in accordance with action taken by the Office of Price Administration after delivery. Such authorization may be given when a request for a change in the applicable maximum price is pending, but only if the authorization is necessary to promote distribution or production and if it will not interfere with the purposes of the Emergency Price Control Act of 1942, as amended. The authorization may be given by an order of the Administrator or any official of the Office of Price Administration having authority to act upon the pending request for a change in price or to give the authorization.

(c) Prices lower than the maximum prices established by this regulation may, of course, be charged or paid.

SEC. 3. *Evasion.* Any method whereby a seller obtains greater consideration than the maximum price, or whereby he gives less than the consideration due the buyer for the maximum price is an evasion of this regulation, and therefore prohibited; and any offer or agreement which accomplishes or attempts to accomplish such a result is equally prohibited; except, that the foregoing does not prohibit practices which were customary either to the seller or to the trade prior to April 1, 1942 of requiring the buyer to purchase combinations of commodities or of requiring the buyer to sell back to the seller other commodities or the same commodity; *Provided,* All such sales and purchases are at the market price, not exceeding the maximum price.

SEC. 4. *Records and reports.* (a) Each person selling within the continental United States rotenone and pyrethrum and rotenone pyrethrum products other than at retail, shall preserve and keep for inspection by the Office of Price Administration, for as long a period as the Emergency Price Control Act of 1942, as amended, remains in effect, all available records, customarily kept, of prices, costs, pricing methods, delivery charges, allowances and discounts, on all sales of such products made by such seller since January, 1941.

(b) Persons affected by this regulation shall submit such reports to the Office of Price Administration as it may from time to time require, subject to the approval of the Bureau of the Budget, in accordance with Federal Reports Act of 1942.

SEC. 5. *Enforcement.* Persons violating any provisions of this regulation are subject to the license revocation or suspension provisions, civil enforcement actions, suits for treble damages and criminal penalties, provided in the Emergency Price Control Act of 1942, as amended.

SEC. 6. *Licensing.* The provisions of Licensing Order No. 1, licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation. A seller's license may be suspended for violations of the license or of any one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

SEC. 7. *Protests and petitions for amendment.* Any person desiring to file a protest against or seeking an amendment of any provision of this regulation may file a protest or petition for amendment in accordance with the provisions of revised Procedural Regulation No. 1[1] issued by the Office of Price Administration.

SEC. 8. *Definitions.* (a) When used in this Revised Maximum Price Regulation No. 298, the term:

(1) "Rotenone" means the chemical compound having the formula $C_{23}H_{22}O_6$.

(2) "Crude rotenone" means the rotenone which would be indicated as present in the rotenone bearing material by the Seil analytical method, in which the rotenone content is calculated from the weight of crude solvate.

(3) "Pure rotenone" means rotenone which would be indicated as present in the rotenone-bearing material by the analytical method developed by Jones and Graham and adopted as "official, first action" by the Association of Official Agricultural Chemists.

(4) "Chemically pure rotenone" means crystals of pure rotenone $C_{23}H_{22}O_6$.

(5) "Rotenone powder" means ground rotenone root, sufficiently fine so that 90 per cent of the ground material will pass through a 200-mesh sieve. "Powder" includes a blend of two or more lots of ground root but does not include material containing any substance other than ground rotenone-bearing root.

(6) "Rotenone resin" means the dry, undiluted product, consisting of rotenone and rotenoids, which is extracted from rotenone bearing material with the usual commercial solvent.

(7) "Rotenone liquid extracts" means rotenone resins in solution.

(8) "Technically pure rotenone" means crystals containing at least 90 per cent pure rotenone.

(9) "Rotenone solvate", as used in this regulation, means a compound of rotenone and carbon tetrachloride containing at least 71 per cent pure rotenone.

(10) "Rotenone roots" means roots dug from the ground such as timbo, barbasco, cube or derris root whether whole, chopped or ground, except rotenone powder as defined in paragraph (5) of this section.

(11) "Pyrethrins" means the active principles of pyrethrum flowers including Pyrethrin I ($C_{21}H_{28}O_3$) and Pyrethrin II ($C_{22}H_{28}O_5$), indicated as present in the pyrethrum product by the Seil analytical method.

(12) "Pyrethrum flowers" means the dried flowers of various species of the genus Chrysanthemum, family Compositae, having commercial value for use as insecticides.

(13) "Finely ground pyrethrum powder" means the ground pyrethrum flowers of a fineness suitable for use in finished insecticides.

[1] 7 F.R. 8961, 8 F.R. 3313, 3533, 6173, 11806, 9 F.R. 1594, 3075.

(14) "Flowers ground for percolation" means the coarsely ground pyrethrum flowers as prepared for purposes of extracting the pyrethrins.

(15) "Exhausted flowers" means the part of the pyrethrum flower remaining after extraction of most of the pyrethrins.

(16) "Pyrethrum dust base" means a dry powder prepared by coating or impregnating clay, talc or any other more or less inert material with pyrethrins.

(17) "Oleoresins or unpurified pyrethrum concentrates" means the extractives of pyrethrum flowers, including pyrethrins and varying amounts of solvent.

(18) "De-waxed or purified pyrethrum concentrates" means the extracted pyrethrins isolated from impurities to the extent necessary to comply with the specifications for use in insecticides by the Armed Services.

(19) "Pyrethrum liquid extracts" means solutions of pyrethrum extractives standardized according to pyrethrins content.

(20) "Unfinished products" means preparations of rotenone or pyrethrum, as the context may imply, which are not commonly used as finished insecticides but which may be materials in the manufacture of finished insecticides.

(21) "Finished insecticides" means products containing rotenone or pyrethrum, as the context may imply, and used for control of insects, when sold in a form commonly purchased by consumers.

(22) "Unit" means 1 per cent by weight.

(23) "Processor" means any person who purchases rotenone bearing roots, rotenone powder and pyrethrum flowers from the Foreign Economic Administration. A processor may also be a manufacturer.

(24) "Manufacturer" means any person who grinds, extracts, mixes, reconditions or otherwise processes rotenone bearing roots or pyrethrum flowers or products thereof to produce other unfinished products or finished insecticides.

(25) "Distributor", as used in this regulation, means any person who purchases rotenone of pyrethrum or rotenone or pyrethrum products from a processor for resale to a manufacturer.

(26) "Wholesaler," for the purposes of this regulation, means a person other than a manufacturer who sells the commodity being priced to a dealer.

(27) "Dealer," for the purposes of this regulation, is a person other than a manufacturer or wholesaler who sells at retail the commodity being priced.

(28) "Sale at retail" means a sale to an ultimate consumer.

Appendix A—Maximum Prices for Rotenone and Rotenone Products

The maximum prices below are in general for the material in large containers. Where no specific provision is made for pricing sales in small containers, the seller may add, on such sales, his customary "small package" differentials.

(a) (1) *Rotenone roots for sale to processors.* Five cents per unit of crude rotenone per pound of root, seller to pay all costs of freight, insurance, entry, analysis, weighing and the like, ex-dock at port of entry.

(2) *Rotenone powder for sale to processors.* Seven cents per unit of pure rotenone per pound of powder, seller to pay all costs of freight, insurance, entry, analysis, weighing and the like, ex-dock at port of entry.

(b) *Unfinished rotenone products for sale by processors and distributors*—(1) *Rotenone powder.* Eight cents per unit of pure rotenone per pound of powder, f. o. b. cars at New York, New York, except there may be added, for sales in quantities of less than 200 pounds, 10 percent.

(2) *Rotenone resin.* Twelve cents per unit of pure rotenone per pounds of resin, f. o. b. processor's plant.

(3) *Rotenone liquid extract.* $1.05 per unit of pure rotenone per gallon of extract plus the cost of one gallon of the solvent used for the extract, f. o. b. processor's plant.

(4) *Chemically pure rotenone.* $13.50 per pound, f. o. b. processor's plant.

(5) *Technically pure rotenone.* $10.90 per pound, f. o. b. processor's plant.

(6) *Rotenone solvate.* $8.65 per pound, f. o. b. processor's plant.

(7) *Other unfinished rotenone products.* The maximum price shall be determined by the seller after specific authorization from the Office of Price Administration. A seller who seeks an authorization to determine a maximum price under the provision of this paragraph shall file with the Agricultural Chemicals Section of the Office of Price Administration in Washington, D. C., an application setting forth:

(i) A description of the commodity for which a maximum price is sought,

(ii) A list of materials used in the manufacture of the commodity,

(iii) An outline of the manufacturing process,

(iv) The seller's cost of raw materials, packages, manufacturing and other expenses,

(v) Changes in the selling price since January 1, 1941, and

(vi) The seller's maximum price under the General Maximum Price Regulation. When such authorization is given, it will be accompanied by instructions as to the method for determining the maximum price. Within ten days after such price has been determined, the seller shall report the price to the Agricultural Chemicals Section of the Office of Price Administration in Washington, D. C. The price so reported shall be subject to adjustment at any time by the Office of Price Administration.

(c) *Finished rotenone insecticides for sale by manufacturers.*—(1) *Finished rotenone insecticides for which a maximum price had been established prior to June 1, 1944.* The maximum price which the manufacturer might have charged for the insecticide on May 31, 1944 plus 1.5 cents per unit of pure rotenone per pound of the insecticide, except that in no event may prices for the following finished insecticides exceed the prices listed therewith:

Dry finished insecticides for which rotenone powder is the base, in containers of ten pounds or more capacity, for sale to dealers, subject to customary wholesalers' discounts, f. o. b. manufacturer's plant. 14 cents per pound of finished insecticide guaranteed to contain 1 percent pure rotenone, plus or minus, as the case may be, 1 cent per pound of finished insecticide for each variation in pure rotenone content of one-tenth of 1 percent (0.1%). For example, the maximum prices for dusts containing .5% and .75% pure rotenone shall be 9 cents and 11.5 cents per pound, respectively. In the event the insecticide contains active insecticidal ingredients in addition to rotenone, the above prices may be increased by the amount of the delivered cost to the manufacturer for such additional active ingredients guaranteed in the finished insecticide. If the manufacturer of the finished rotenone insecticide is also the manufacturer of the additional active ingredient he may use his maximum price for a sale to another insecticide manufacturer as his own delivered cost of such additional active ingredient.

(2) *Finished rotenone insecticides for which no maximum price had been established prior to June 1, 1944.* (i) The price for the most closely similar insecticide for which a maximum price is established in subparagraph (1) above plus or minus, as the case may be, the difference between the total cost of all raw materials and packages used in the manufacture of the similar insecticide and the total cost of all raw materials and packages used in the manufacture of the insecticide being priced.

(ii) If a manufacturer cannot otherwise determine his maximum price, he shall apply to the Office of Price Administration for authorization to establish a maximum price in accordance with the provisions of paragraph (b) (7) of this appendix.

(d) *Finished rotenone insecticides for sale by wholesalers.* The maximum price which the manufacturer may charge the wholesaler, as established by this regulation, plus the wholesaler's customary margin on sales of such insecticides to retailers.

Appendix B—Maximum Prices for Pyrethrum and Pyrethrum Products

The maximum prices below are, in general, for the material in large containers. Where no specific provision is made for pricing sales in small containers, the seller may add, on such sales, his customary "small package" differentials.

(a) *Pyrethrum flowers for sale to processors.* 25 cents per unit of pyrethrins per pound of flowers, seller to pay all costs of freight, insurance, entry, analysis, weighing and the like, ex-dock at port of entry.

(b) *Unfinished pyrethrum products for sale by processors and distributors.*—(1) *Finely ground pyrethrum powder from whole flowers.* 37.5 cents per unit of pyrethrins per pound of powder, f. o. b. processor's plant.

(2) *Flowers ground for percolation.* 35 cents per unit of pyrethrins per pound of ground flowers, f. o. b. processor's plant.

(3) *Finely ground pyrethrum powder from exhausted flowers.* 6 cents per pound, f. o. b. processor's plant.

(4) *Finely ground pyrethrum powder consisting of a combination of whole and exhausted flowers.* Five cents per one-tenth unit of pyrethrins per pound of powder, such price in no event to exceed 25 cents per pound, f. o. b. processor's plant.

(5) *Pyrethrum dust bases containing not less than 1 per cent pyrethrins.* 55 cents per unit of pyrethrins per pound of the dust base, f. o. b. processor's plant.

(6) *Oleoresins or unpurified pyrethrum concentrates.* 44 cents per unit of pyrethrins per pound of the product, f. o. b. processor's plant.

(7) *De-waxed or purified pyrethrum concentrates (meeting specifications for use in aerosol bombs).* 52 cents per unit of pyrethrins per pound of the product, f. o. b. processor's plant.

(8) *Pyrethrum liquid extracts.* A price for extracts, of concentrations as specified, in containers of 50 gallons capacity or larger, f. o. b. processor's plant:

Strength of extract	Standard pyrethrins content per 100 c. c.	Price per gallon	
		Regular	Deodorized
	Grams		
5:1	0.5	$1.90	$2.00
10:1	1	3.70	3.80
20:1	2	7.15	7.25
30:1	3	10.65	10.75
40:1	4	14.20	14.30
60:1	6	21.20	21.30

For sales in containers of less than 50 gallons capacity there may be added:

Size of container: [1]	*Add per gallon*
30 gallons	$0.10
15 gallons	.15
10 gallons	.30
5 gallons or smaller	.35

[1] If containers of capacities other than those specified are used, the maximum price per gallon shall be the same as for the next larger size container which is specified.

(i) *Other unfinished pyrethrum products.* If a processor cannot otherwise determine his maximum price, he shall apply to the Office of Price Administration for authorization to establish a maximum price in accordance with the provisions of paragraph (b) (7) of Appendix A.

(c) *Finished pyrethrum insecticides for sale by manufacturers*—(1) *Finished pyrethrum insecticides sold during the year ended March 31, 1942.* The price charged to a purchaser of the same class for the last sale prior to April 1, 1942, plus 1.5 cents per one-tenth unit of pyrethrins per pound of the insecticide.

(2) *Finished pyrethrum insecticides not sold during the year ended March 31, 1942.* (i) The price for the most closely similar insecticide for which a maximum price is established in subparagraph (1) above plus or minus, as the case may be, the difference between the total cost of all raw materials and packages used in the manufacture of the similar insecticide and the total cost of all raw materials and packages used in the manufacture of the insecticide being priced.

(ii) If a manufacturer cannot otherwise determine his maximum price, he shall apply to the Office of Price Administration for authorization to establish a maximum price in accordance with the provisions of paragraph (b) (7) of Appendix A.

(d) *Finished pyrethrum insecticides for sale by wholesalers.* The maximum price which the manufacturer may charge the wholesaler, as established by this regulation, plus the wholesaler's customary margin on sales of such insecticides to retailers.

This revised regulation shall become effective July 5, 1944.

NOTE: All record-keeping and reporting requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9581; Filed, June 30, 1944; 11:40 a. m.]

PART 1394—RATIONING OF FUEL AND FUEL PRODUCTS

[RO 5C,[1] Amdt. 132]

MILEAGE RATIONING: GASOLINE REGULATIONS

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Ration Order 5C is amended in the following respects:

1. Section 1394.8112 (a) is revoked.

2. A new § 1394.8112 (a) is added to read as follows:

(a) Every consumer who has in his possession or control any Class T coupons designated for use in a specified calendar quarter which were issued to him as a special ration may surrender such coupons to the appropriate Board, if the ration has not expired prior to the time of surrender. The Board shall issue to the consumer, in exchange for such coupons, Class T coupons which are valid for transfer in the calendar quarter in which they are to be used. The ration represented by the coupons shall have the same expiration date as the ration represented by the coupons surrendered, and shall have a gallonage value to be determined in accordance with paragraph (b) of this section.

3. Section 1394.8153 (a) (4) is amended by adding the following sentence:

In the case of Class T coupons bearing the designation of a specified calendar quarter, no transfer shall be made for such coupons before or after such specified quarter.

4. Section 1394.8206b (a) (16) is added to read as follows:

(16) Any Class T coupon bearing the designation of a specified calendar quarter, before such calendar quarter or more than twenty days after such calendar quarter.

5. Section 1394.8207 (g) is added to read as follows:

(g) No dealer or distributor shall transfer or offer to transfer gasoline to any dealer and no dealer shall accept a transfer of gasoline from any dealer or distributor for Class T coupons bearing the designation of a specified calendar quarter before such calendar quarter or after ten days after such calendar quarter.

6. Section 1394.8215 (j) is added to read as follows:

(j) Immediately after the end of each calendar quarter, each dealer who has in his possession or control Class T coupons bearing the designation of such calendar quarter which he received in exchange for valid transfers of gasoline during such calendar quarter shall attach such coupons to separate gummed sheets (OPA R-120) to which no other coupons are attached, and shall summarize such coupons on a summary form (OPA R-541) on which no other coupons are listed. Within ten days after the end of such calendar quarter the dealer shall surrender such coupons and summaries either to a distributor in exchange for a transfer of gasoline or to the Board with which his place of business is registered, in exchange for inventory coupons equal in gallonage value to the coupons so surrendered. Within twenty days after the end of each calendar quarter, each distributor who has in his possession or control any Class T coupons bearing the designation of such calendar quarter which he received in exchange for valid transfers of gasoline shall deposit such coupons in a ration bank account maintained by him.

This amendment shall become effective June 30, 1944.

NOTE: The record-keeping and reporting requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(Pub. Law 671, 76th Cong.; as amended by Pub. Laws 89, 421, and 507, 77th Cong.; WPB Dir. No. 1, Supp. Dir. No. 1Q, 7 F.R. 562, 9121; E.O. 9125, 7 F.R. 2719)

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9582; Filed, June 30, 1944; 11:42 a. m.]

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 3,[1] Amdt. 29]

SUGAR

A rationale accompanying this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Revised Ration Order 3 is amended in the following respects:

1. Section 1407.177 (a) (1) is amended to read as follows:

(1) He may, during the period from May 1, 1944, through June 30, 1944, and during any quarterly period (or two-month period in the case of an institutional user) beginning on or after July 1, 1944, use an amount not exceeding that which he used during the corresponding period in 1941. If, however, during any such period he uses an amount of imported sugar-containing products which is less than the amount he used during the same period in 1941, he may use the difference during any subsequent quarterly period (or two-month period in the case of an institutional user).

2. Section 1407.177 (b) is amended by deleting the word "Board" and inserting in its place the words "District Office".

3. Section 1407.177 (f) is amended to read as follows:

(f) Every person who uses imported sugar-containing products must, within ten days after the quarterly period (or two-month period in the case of an institutional user) in which he uses them, report to the district office, in any convenient form, the amount he used in that period. He must, in addition, when making his first report, attach a statement showing the amount he used during each quarter (or two-month period in the case of an institutional user) of 1941, and a statement showing the amounts in his possession and in transit to him on May 1, 1944, if by that date they were already in any of the 48 states of the United States or the District of Columbia and has been released by the Collector of Customs. (This paragraph does not apply to products used as permitted by paragraph (c).)

4. Section 1407.178 (d) is amended to read as follows:

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 15937.

[1] 9 F.R. 1433, 1534, 2233, 2826, 2828, 3031, 3513, 3579, 3847, 3944, 4099, 4350, 4474, 4880, 5220, 5254, 5220, 5166, 5466, 5426, 5346, 5805, 5829, 6233, 6562, 6562, 6564, 6881.

(d) Any person who imports or receives imported sugar-containing products from the Collector of Customs shall, beginning in June 1944, prepare and sign a report in duplicate, in any convenient form, showing:

(1) The amount imported by him during the preceding month;

(2) The names and addresses of the persons to whom he delivered imported sugar-containing products during the preceding month and the amount delivered to each such person; and

(3) The amount of such products in his possession at the close of business on the last day of the preceding month.

He must, in addition, when making his report covering the month of June 1944 include a statement of the amount of imported sugar-containing products in his possession on May 1, 1944. The original of the report shall be sent to the Office of Price Administration, Washington, D. C., not later than the 10th day of each month; the duplicate shall be retained by the person reporting.

This amendment shall become effective June 30, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(Pub. Law 421, 77th Cong.; E.O. 9125, 7 F.R. 2719; E. O. 9280, 7 F.R. 10179; WPB Dir. No. 1 and Supp. Dir. No. 1E, 7 F.R. 562, 2965; War Food Order No. 56, 8 F.R. 2005; War Food Order No. 64, 8 F.R. 7093)

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9583; Filed, June 30, 1944; 11:41 a. m.]

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 13,[1] Amdt. 19 to 2d Rev. Supp. 1]

PROCESSED FOODS

Section 1407.1102 (e) (5) is added to read as follows:

(5) W8, X8, Y8, Z8 and A5 are valid beginning July 1, 1944.

This amendment shall become effective July 1, 1944.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Directive 1, 7 F.R. 562; War Food Order No. 56, 8 F.R. 2005, 9 F.R. 4319; and War Food Order No. 58, 8 F.R. 2251, 9 F.R. 4319)

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9584; Filed, June 30, 1944; 11:43 a. m.]

[1] 9 F.R. 173, 908, 1181, 2091, 2290, 2553, 2630, 2947, 3580, 4642, 4605, 4607, 4883, 5956, 6103, 6425, 6151.

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 13,[1] Amdt. 45]

PROCESSED FOODS

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Revised Ration Order 13 is amended in the following respects:

1. Section 9.5 (b) is amended by adding the following sentence to the end of that paragraph:

Where foods ordered by a transferee are delivered by the transferor to a common or contract carrier for shipment and delivery by the carrier or a connecting common carrier to the transferee (whether or not actually consigned to the transferee), and no transfer of the foods to the transferee has previously occurred, their point value at the time when they are delivered to the carrier determines the number of points which must be given up.

2. Section 9.5 (c) (1) is amended by deleting the second sentence and substituting therefor the following:

(1) Where foods ordered by a transferee are delivered by the transferor to a common or contract carrier for shipment and delivery by the carrier or a connecting common carrier to the transferee (whether or not actually consigned to the transferee), and no transfer of the foods to the transferee has previously occurred, the foods are considered to be transferred at the time when they are delivered to the carrier. Exceptions to the rule, that points must be given up at or before the transfer is made, are stated in the next two subparagraphs.

3. Section 27.1 (a) (16) is amended to read as follows:

(16) "Transfer" means to sell, give, exchange, lend, deliver, or consign. It includes any transfer of possession or title, however accomplished, and any movement of goods from one establishment to another. The use by any "person" of "processed foods" which he produced or holds for sale or transfer is considered a transfer of those foods to himself. Also, a transfer takes place when an industrial user uses processed foods which he produced or imported after October 4, 1943. Where foods ordered by a transferee are delivered by the transferor to a common or contract carrier for shipment and delivery by the carrier or a connecting common carrier to the transferee (whether or not actually consigned to the transferee), and no transfer of the foods to the transferee has previously occurred, the foods are considered to be transferred at the time when they are delivered to the carrier. However, delivery to a common or contract carrier for shipment is not regarded as a transfer to the carrier; and delivery by the carrier to the consignee is not regarded as a transfer by the carrier.

This amendment shall become effective July 1, 1944.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Directive 1, 7 F.R. 562; War Food Order No. 56, 8 F.R. 2005, 9 F.R. 4319; and War Food Order No. 58, 8 F.R. 2251, 9 F.R. 4319)

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9585; Filed, June 30, 1944; 11:42 a. m.]

[1] 9 F.R. 3, 104, 574, 695, 765, 848, 1397, 1727, 1817, 1908, 2233, 2234, 2240, 2440, 2567, 2791, 3032, 3073, 3513, 3579, 3708, 3810, 3944, 3947, 4026, 4351, 4475, 4604, 4818, 4876, 5074, 5436, 5695, 5829, 6234, 6235, 6647.

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 16,[1] Amdt. 8]

MEAT, FATS, FISH AND CHEESES

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Revised Ration Order 16 is amended in the following respects:

1. Section 10.5 (c) is amended by adding the following sentence to the end of that paragraph: "Where foods ordered by a transferee are delivered by the transferor to a common or contract carrier for shipment and delivery by the carrier or a connecting common carrier to the transferee (whether or not actually consigned to the transferee), and no transfer of the foods to the transferee has previously occurred, their point value at the time when they are delivered to the carrier determines the number of points which must be given up."

2. Section 10.5 (d) (1) is amended by deleting the second sentence and substituting therefor the following: "Where foods ordered by a transferee are delivered by the transferor to a common or contract carrier for shipment and delivery by the carrier or a connecting common carrier to the transferee (whether or not actually consigned to the transferee), and no transfer of the foods to the transferee has previously occurred, the foods are considered to be transferred at the time when they are delivered to the carrier. Exceptions to the rule, that points must be given up at or before the transfer is made, are stated in the next two subparagraphs."

3. The definition of "Transfer" in section 27.1 (a) is amended to read as follows:

"Transfer" means to sell, give, exchange, lend, deliver, or consign. It includes any transfer of possession or title, however accomplished, and any movement of goods from one establishment to another. The use by any "person" of foods covered by this order which he produced or holds for sale or transfer is considered a transfer of those foods to himself. Where foods ordered by a transferee are delivered by the transferor to a common or contract carrier for shipment and delivery by the carrier or a connecting common carrier to the transferee (whether or not actually consigned to the transferee), and no transfer of the foods to the transferee has previously occurred, the foods are considered to be transferred at the time when they are delivered to the carrier. However, delivery to a common or contract carrier for shipment is not regarded as a transfer to the carrier; and delivery by the carrier to the consignee is not regarded as a transfer by the carrier.

This amendment shall become effective July 1, 1944.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Directive 1, 7 F.R. 562; and Supp. Dir. 1-M, 7 F.R. 8234; War Food Order No. 56, 8 F.R. 2005, 9 F.R. 4319; War Food Order No. 58, 8 F.R. 2251, 9 F.R. 4319; War Food Order No. 59, 8 F.R. 3471, 9 F.R. 4319; War Food Order No. 61, 8 F.R. 3471, 9 F.R. 4319)

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9586; Filed, June 30, 1944; 11:42 a. m.]

[1] 9 F.R. 1593.

PART 1418—TERRITORIES AND POSSESSIONS

[MPR 183-A,[1] Amdt. 1]

DISTILLED SPIRITS SHIPPED FROM PUERTO RICO

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

MPR 183-A is amended in the following respects:

1. Table I in section 2 (a) is amended by adding a new column to read as follows:

Proof (degree):	*Size of cases—15 4/5 quarts*
85	$9.15
86	9.21
89	9.40
90	9.46
120	11.25
125	11.55
151	13.11

This amendment shall become effective July 5, 1944.

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9587; Filed, June 30, 1944; 11:40 a. m.]

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 105, 184, 731, 1181.

TITLE 33—NAVIGATION AND NAVIGABLE WATERS

Chapter II—Corps of Engineers, War Department

PART 203—BRIDGE REGULATIONS

TEMPORARY BRIDGES, LOS ANGELES—LONG BEACH HARBOR, CALIF.

Pursuant to section 5 of the River and Harbor Act of August 18, 1894 (28 Stat. 362; 33 U. S. C. 499), the provisions of § 203.710 are hereby extended to include the temporary retractile pontoon bridge across the entrance channel to Long Beach Inner Harbor, between Terminal Island and Long Beach, California, paragraph (b) being amended as follows:

§ 203.710 *State of California; bridge regulations for all navigable waterways of the United States within California, including San Francisco Bay and connected bays and river systems tributary thereto.* * * *

(b) *Special regulations.* * * *

(1) *Los Angeles-Long Beach Harbors.*

Henry Ford Avenue (formerly Badger Avenue) Bridge and U. S. Navy Department's temporary bridge 130 feet easterly therefrom.

* * * * *

U. S. Navy Department's temporary bridge across Long Beach Harbor Entrance Channel, between Terminal Island and Long Beach.

Closed periods: Between the hours of 5:45 a. m. to 6:15 a. m. and 7:15 a. m. to 7:50 a. m., and 3:45 p. m. to 4:45 p. m., daily, except Sundays, the drawspans shall not be required to open for the passage of vessels except in case of extreme emergency.

(Sec. 5, 28 Stat. 362; 33 U.S.C. 499) (Regs. 19 June 1944 (C.E. 823 (Long Beach-Terminal Island-Long Beach, Calif.)—SFEWR))

[SEAL] J. A. ULIO,
Major General,
The Adjutant General.

[F. R. Doc. 44-9572; Filed, June 30, 1944; 9:29 a. m.]

TITLE 34—NAVY

Chapter I—Department of the Navy

PART 6—NAVAL RESERVE[1]

PHYSICAL EXAMINATION AND INSURANCE

Part 6 is amended in the following respects:

1. In paragraph (a) of § 6.9604, delete "Class B. Those fit for shore duty only," and insert the following:

§ 6.9604 *Physical examinations.* * * *

(a) * * *

Class B-1. Physically qualified for mobilization ashore only (including foreign shore).

Class B-2. Physically qualified for mobilization ashore only, limited to duty within the continental limits of the United States.

2. Paragraph (d) of § 6.10308 is amended to read as follows:

§ 6.10308 *Insurance, aviation cadets and A-V (N) officers.* * * *

(d) (1) When the aviation cadet so insured has been commissioned an ensign in Class A-V (N) (U. S. N. R., the insurance shall be continued in force as required by law. The allotment method shall be employed for payment of premiums upon all Government insurance by all class A-V (N) U. S. N. R. officers. Upon being commissioned an ensign, Class A-V (N) U. S. O. R., this compulsory allotment shall be registered immediately to provide for continuity of premium payment. The premium due date is the monthly anniversary date of reporting for active duty as an aviation cadet.

(2) When commissioned prior to the due date of the premium, the allotment should be registered for first payment the month preceding that in which aviation-cadet status terminated.

(3) When commissioned after the due date of the premium, the allotment should be registered for first payment the month in which aviation-cadet status terminated.

(4) When the actual due date of the premium is not known, the allotment may be registered for first payment the month in which aviation-cadet status terminated. In the event an additional premium is due to adjust the account, payment may be made by direct remittance upon receipt of advice.

[Manual Circular Letters No. 36-44, May 29, 1944 and No. 39-44, June 12, 1944]

(52 Stat. 1175, 54 Stat. 162, 55 Stat. 3, 56 Stat. 266, 730, 739, 57 Stat. 586; 34 U.S.C. 853, 854*e* Supp. 855*f*, 855*o*, 857-857*g*, 853*c*, 853*e*, 855*d*)

JAMES FORRESTAL,
Secretary of the Navy.

[F. R. Doc. 44 9573; Filed, June 30, 1944; 10:03 a. m.]

[1] 8 F.R. 9643, 10573, 11388, 12635, 15385, 15867, 9 F.R. 1037, 1826, 2792.

TITLE 35—PANAMA CANAL

Chapter I—Canal Zone Regulations

PART 4—OPERATION AND NAVIGATION OF PANAMA CANAL AND ADJACENT WATERS

RADIO COMMUNICATION

Section 4.146 of Title 35, Code of Federal Regulations, is amended to read as follows:

§ 4.146 *Routing of dispatches.* Dispatches from vessels in Canal Zone and adjacent waters shall be forwarded through Balboa Radio Station, call letters NBA.

Dated: June 13, 1944.

F. K. NEWCOMER,
Acting Governor.

[F. R. Doc. 44-9561; Filed, June 29, 1944; 3:52 p. m.]

PART 4—OPERATION AND NAVIGATION OF PANAMA CANAL AND ADJACENT WATERS

INSPECTION AND CONTROL OF VESSELS IN CANAL ZONE WATERS

Section 4.187 of Title 35, Code of Federal Regulations, Cum. Supp., is amended to read as follows:

§ 4.187 *Restricted areas.* The areas of water hereinafter described are declared to be restricted, and no vessel of any size or description whatsoever, with the exception of vessels operated by agencies of the United States Government, shall enter either of such areas without obtaining instructions as hereinafter provided, nor proceed into, within, or through either of such areas otherwise than in conformity with such instructions. In the case of vessels approaching either of such areas from seaward the instructions hereinbefore referred to shall be obtained from the United States Naval vessel stationed near the seaward limits of the area. In the case of outgoing vessels such instructions shall be obtained from the United States Naval vessel, if any, stationed near the inward limits of the area, or, if no such vessel is so stationed, then from the port captain of the port involved or his authorized representative. Violations of this regulation are covered by section 2, Title II of Act June 15, 1917 (50 U.S.C. sec. 192).

RESTRICTED AREAS

Pacific entrance. Within the area enclosed from Perico Island to a point 2,000 yards northeast thereof marked by a buoy, thence to a point 4,000 yards east of Flamenco Island marked by a buoy, thence to a point occupied by U. S. Naval Station vessel (approximately 6,000 yards, 153° from Flamenco Island), thence to Tortola Island and thence to Bruja Point.

Atlantic entrance. Outside the breakwater and within two thousand five hundred yards of the breakwater entrance.

Dated: June 13, 1944.

F. K. NEWCOMER,
Acting Governor.

Approved: June 26, 1944.[1]

FRANKLIN D ROOSEVELT

[F. R. Doc. 44-9560; Filed, June 29, 1944; 3:52 p. m.]

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter I—Interstate Commerce Commission

[S. O. 80, Amdt. 18]

PART 95—CAR SERVICE

DESIGNATION OF AGENT AT TOLEDO, OHIO

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 29th day of June, A. D. 1944.

Upon further consideration of the provisions of Service Order No. 80, as amended (codified as § 95.19):

It is ordered, That A. W. Russell of the Toledo Board of Trade is hereby designated and appointed as Agent of the Commission to issue permits for the movement of grain under the terms of this order at the Toledo, Ohio, market in lieu of A. E. Schultz. The appointment of A. E. Schultz is hereby vacated. (40 Stat. 101, sec. 402, 41 Stat. 476, sec. 4, 54 Stat. 901, 49 U.S.C. 1 (10)–(17))

And it is further ordered, That this amendment shall become effective July 5, 1944; that copies of this amendment be served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and that notice of this amendment be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C.

By the Commission, Division 3.

[SEAL] W. P. BARTEL,
Secretary.

[F. R. Doc. 44-9602; Filed, June 30, 1944; 11:50 a. m.]

[1] The approval appears on a letter to the President from the Secretary of War dated June 23, 1944. The text of the letter quotes the regulations set forth above, and was filed as part of the original document.

Notices

TREASURY DEPARTMENT.

Bureau of Internal Revenue.

MANUFACTURERS' AND RETAILERS' EXCISE TAXES

EXEMPTION FROM TAXES

JUNE 27, 1944.

By virtue of the authority vested in me by section 307 (c) of the Revenue Act of 1943 (Public Law 235, 78th Congress, 2d Session) exemption is hereby authorized from the taxes imposed by Chapters 19 and 29 of the Internal Revenue Code, as amended (26 U.S.C., and Supp. III, Chapters 19 and 29), with respect to articles sold on or after June 1, 1944, to any corporation created by Act of Congress to act in matters of relief under the treaty of Geneva of August 22, 1864 (American Red Cross), for its exclusive use, at a price not including such taxes.

Unless sooner terminated this authorization shall expire at the close of the last day of the sixth full calendar month following the date of the termination of hostilities in the present war.

[SEAL] JOHN L. SULLIVAN,
Acting Secretary of the Treasury.

[F. R. Doc. 44-9567; Filed, June 29, 1944; 4:51 p. m.]

DEPARTMENT OF THE INTERIOR.

Solid Fuels Administration for War.

[SFAW Order 18]

SHIPMENT ON GREAT LAKES OF COAL PRODUCED IN DISTRICT 4

REVOCATION OF PROHIBITION

An order revoking notice of direction to all persons who ship coal produced in District No. 4.[1]

Effective immediately, the notice of direction to all persons who ship coal produced in District No. 4, issued the 20th day of June 1944, is hereby revoked.

(E.O. 9332, 8 F.R. 5355; E.O. 9125, 7 F.R. 2719; sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176)

Issued this 29th day of June 1944.

C. J. POTTER,
Deputy Solid Fuels Administrator for War.

[F. R. Doc. 44-9575; Filed, June 30, 1944; 11:19 a. m.]

[1] 9 F.R. 6955.

INTERSTATE COMMERCE COMMISSION.

[S. O. 70-A, Special Permit 337]

RECONSIGNMENT OF POTATOES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, June 27, 1944, by National Produce Company of cars of potatoes, now on the Chicago Produce Terminal, PFE 14254 to S. Metzger, Toledo, Ohio, and PFE 43332 to Sitkin Brothers, New York, New York.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 27th day of June 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-9604; Filed, June 30, 1944; 11:50 a. m.]

[S. O. 200, General Permit 12]

ICING OF POTATOES AT VAN BUREN, ARK.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

On any refrigerator car loaded with potatoes originating at those points in the States of Arkansas and Oklahoma located on the Central division of the Missouri Pacific Railroad Company (Guy A. Thompson, Trustee), between Conway, Arkansas, and Greenwood Junction, Oklahoma, both inclusive, at the carrier's option, to accord the first or initial icing at Van Buren, Arkansas, Coffeyville, Kansas, or Kansas City, Missouri-Kansas.

This general permit shall become effective at 12:01 a. m., June 29, 1944, and the icing authorized herein may be accorded on such refrigerator cars moving at that time. This general permit shall expire at 12:01 a. m., August 1, 1944.

The waybills shall show reference to this general permit.

A copy of this general permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 28th day of June 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-9605; Filed, June 30, 1944; 11:50 a. m.]

[S. O. 200, Special Permit 95]

REICING OF POTATOES AT SHREVEPORT, LA.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice in transit, one time only, at Shreveport, Louisiana, as ordered by the U. S. Army Quarter Master Corps, cars of potatoes GARX 67906 and MDT 20318, shipped June 28, 1944, from Midwest Cold Storage Company, Kansas City, Kansas, to Quarter Master Corps, New Orleans, Louisiana (KCS-IC).

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 27th day of June 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-9606; Filed, June 30, 1944; 11:51 a. m.]

[S. O. 200, Special Permit 96]

REICING OF POTATOES AT BELLEVUE, OHIO

Pursuant to the authority vested in ing paragraph (§ 95.337, 9 F.R. 4402) of ing paragraph (§ 95.337, F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice in transit, one time only, at Bellevue, Ohio, (N. Y. C. & St. L.) as ordered by U. S. Army Quarter Master Corps, car MDT 20234, potatoes, shipped from Stillwell Cold Storage Company, Hannibal, Missouri, to Navy Yard, Brooklyn, New York, c/o National Cold Storage Company, New York, New York (CE&Q-NKP-LV-NYD).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 27th day of June 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-9606; Filed, June 30, 1944; 11:51 a. m.]

[S. O. 200, Special Permit 97]

ICING OF POTATOES AT SAVANNAH, GA.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To initially ice at Savannah, Georgia, (A. C. L.), cars FGEX 18544 and WFEX 67728, North Carolina potatoes, now on the Atlantic Coast Line Railroad, consigned to Merchants Produce Company, Miami, Florida, for U. S. Navy Consumption.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 27th day of June 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-9608; Filed, June 30, 1944; 11:51 a. m.]

[S. O. 207, 2d Amended General Permit 2]

RECONSIGNMENT OF FRUITS AND VEGETABLES AT BIRMINGHAM, ALA.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.38, 9 F.R. 5316) of Service Order No. 207 of May 16, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard the provisions of Service Order No. 207 insofar as it applies to all cars loaded with the commodities named therein held for orders, diversion, or reconsignment, at Birmingham, Alabama, Atlanta, Augusta, Savannah and Waycross, Georgia, Nashville and Chattanooga, Tennessee.

This permit shall become effective at 12:01 a. m., June 28, 1944, and shall apply to cars moving at that time or accepted for transportation on and after that date.

The waybills shall show reference to this general permit.

A copy of this general permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 27th day of June 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-9601; Filed, June 30, 1944; 11:51 a. m.]

[S. O. 215]

UNLOADING OF COAL AT KEYSER, W. VA., AND CONNELLSVILLE, PA.

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 29th day of June, A. D. 1944.

It appearing, that thirteen (13) cars containing coal at Keyser, West Virginia, and twenty-one (21) cars at Connellsville, Pennsylvania, on the Baltimore and Ohio Railroad Company, shipped by the American Fuel Corporation, have been on hand for an unreasonable length of time and that the delay in unloading said cars is impeding their use; in the opinion of the Commission an emergency exists requiring immediate action: *It is ordered,* That:

Coal at Keyser, West Virginia, and Connellsville, Pennsylvania, to be unloaded. (a) The Baltimore and Ohio Railroad Company, its agents or employees, shall unload forthwith B & O 323277 and 12 others at Keyser, West Virginia, also N & W 24238 and 20 others at Connellsville, Pennsylvania, all containing coal shipped by the American Fuel Corporation.

(b) Said carrier shall notify the Director of the Bureau of Service, Interstate Commerce Commission, Washington, D. C., when such carloads of coal have been completely unloaded. Upon receipt of such notice this order shall expire. (40 Stat. 101, sec. 402, 41 Stat. 476, sec. 4, 54 Stat. 901, 911; 49 U.S.C. 1 (10)–(17) 15 (2))

It is further ordered, That this order shall become effective immediately, and that a copy of this order and direction shall be served upon The Baltimore and Ohio Railroad Company and upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and that notice of this order be given to the general public by depositing a copy in the office of the

Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

By the Commission, Division 3.

[SEAL] W. P. BARTEL, *Secretary.*

[F. R. Doc. 44-9600; Filed, June 30, 1944; 11:50 a. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 70-914]

SOUTHERN INDIANA GAS AND ELECTRIC CO.

NOTICE OF FILING AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 28th day of June, A. D., 1944.

Notice is hereby given that a declaration has been filed with this Commission under the Public Utility Holding Company Act of 1935 by Southern Indiana Gas and Electric Company ("Southern Indiana"), a subsidiary of The Commonwealth & Southern Corporation, a registered holding company. All interested parties are referred to said document, which is on file in the office of this Commission, for a statement of the transaction therein proposed which is summarized as follows:

Southern Indiana proposes to reduce the stated capital with respect to its presently outstanding 400,000 shares of no par value common stock from $5,500,000 to $3,335,644.05 without reducing the number of shares, and to credit the amount of the reduction ($2,164,355.95) to a new account to be designated "Special Capital Surplus".

The transaction proposed is for the stated purpose of enabling Southern Indiana to comply with the terms and provisions of an order of the Public Service Commission of Indiana, dated May 10, 1944, requiring Southern Indiana, among other things, to transfer to Account 107, Utility Plant Adjustments, the sum of $2,164,355.95, which is included in the aggregate amount of $3,459,756.71 now classified on the company's books in Account 100.5, Utility Plant Acquisition Adjustments, and to dispose of the amount so transferred by a charge to the Special Capital Surplus account to be created as aforesaid.

It appearing to the Commission that it is appropriate in the public interest and in the interest of investors and consumers that a hearing be held with respect to said matter, and that said declaration shall not become effective except pursuant to further order of this Commission;

It is ordered, That a hearing on such matters under the applicable provisions of the Public Utility Holding Company Act of 1935 and the rules thereunder be held on July 10, 1944, at 10 a. m., e. w. t., at the offices of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia 3, Pennsylvania, in such room as may be designated on such date by the hearing room clerk. All persons desiring to be heard or otherwise wishing to participate in the proceedings shall notify the Commission in the manner provided by Rule XVII of the Commission's rules of practice on or before July 6, 1944.

It is further ordered, That Robert P. Reeder or any other officer or officers of the Commission designated by it for that purpose shall preside at the hearing above ordered. The officer so designated to preside at such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of the act and to a trial examiner under the Commission's rules of practice.

It is further ordered, That without limiting the scope of the issues presented by said declaration, particular attention will be directed at the hearing to the following matters and questions:

1. Generally, whether the proposed transactions comply with the applicable provisions of the Public Utility Holding Company Act of 1935 and all rules and regulations promulgated thereunder and particularly whether the proposed reduction of stated capital with respect to the presently outstanding common stock is detrimental to the public interest or the interests of investors or consumers, or will result in an unfair or inequitable distribution of voting power among holders of the securities of Southern Indiana.

2. What terms and conditions, if any, are necessary or appropriate in the public interest or the interests of investors or consumers to ensure compliance with the requirements of the Holding Company Act or any rules, regulations or orders promulgated thereunder.

It is further ordered, That the Secretary of the Commission shall serve notice of the entry of this order by mailing a copy thereof by registered mail to Southern Indiana Gas and Electric Company, The Commonwealth & Southern Corporation and Public Service Commission of Indiana, and that notice shall be given to all other persons by publication thereof in the FEDERAL REGISTER.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-9551; Filed, June 29, 1944; 3:25 p. m.]

[File Nos. 70-879, 70-903]

UNITED GAS IMPROVEMENT CO., AND MANCHESTER GAS CO.

ORDER PERMITTING DECLARATIONS TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 28th day of June 1944.

In the matter of the United Gas Improvement Company and Harold C. Payson, file No. 70-879; Manchester Gas Company, file No. 70-903.

The United Gas Improvement Company (U. G. I.), a registered holding company, having filed an amendment to a joint application-declaration heretofore filed pursuant to the Public Utility Holding Company Act of 1935, by U. G. I. and Harold C. Payson (Payson), an individual, and Manchester Gas Company (Manchester), a subsidiary of U. G. I., having filed a declaration pursuant to the act whereunder U. G. I. proposes to sell and Manchester proposes to buy for $33,000 cash, 840 shares of 7% Cumulative Preferred Stock ($100 par value) and 4,200 shares of common stock ($100 par value) of Manchester, said stock representing all of U. G. I.'s holdings of securities in Manchester, and such shares to be retired and cancelled follwing their acquisition by Manchester; and

The original filings having proposed the sale by U. G. I. and the purchase by Payson for $33,000 cash of the shares of Manchester's preferred and common stock presently owned by U. G. I., and a public hearing having been held in respect thereof, but prior to Commission action thereon Payson having assigned his purchase agreement with U. G. I. to Manchester for a cash consideration of $5,000 and in connection therewith, Payson having requested the withdrawal of his application-declaration; and

Said amendment to the pending application-declaration of U. G. I. and the declaration of Manchester having been filed on May 29, 1944 and notice of said filings having been duly given in the form and manner prescribed in Rule U-23 and the Commission not having received a request for hearing with respect to said declarations within the period prescribed by said notice, or otherwise, and not having ordered a hearing thereon; and

U. G. I. having requested that the order of the Commission conform to the pertinent requirements of the Internal Revenue Code, as amended, including section 1808 (f) thereof; and

The Commission finding that the proposed transaction by U. G. I. is a step in compliance with the order of the Commission dated May 7, 1942 (Holding Company Act Release No. 3511) issued pursuant to section 11 (b) (1) of the act, directing U. G. I. to divest itself of ownership, control and holdings of securities of a number of companies, including Manchester, and that the requirements of section 12 of the act and Rules U-42 and U-43 are satisfied, and deeming it appropriate in the public interest and in the interests of investors and consumers to permit said declarations, as amended, to become effective;

It is hereby ordered, That, pursuant to Rule U-23 and the applicable provisions of said act and subject to the terms and conditions prescribed in Rule U-24, the aforesaid declarations, as amended, be, and the same hereby are, permitted to become effective forthwith.

It is further ordered, That the request of Harold C. Payson for the withdrawal of his application-declaration be, and the same hereby is, granted and said application-declaration is hereby deemed withdrawn.

It is further ordered, That the sale and transfer by The United Gas Improvement Company to Manchester Gas Company for $33,000 cash of said 840 shares of 7% Cumulative Preferred Stock ($100 par value) and 4,200 shares of common stock ($100 par value) and the acquisition and retirement thereof by Manchester Gas Company are necessary and appropriate to effectuate the provisions of section 11 (b) of the Public Utility Holding Company Act of 1935.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-9569; Filed, June 30, 1944; 9:29 a. m.]

[File No. 70-882]

NORTHERN INDIANA PUBLIC SERVICE CO.

ORDER GRANTING APPLICATION AND PERMITTING DECLARATION TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 29th day of June, A. D. 1944.

Northern Indiana Public Service Company, a subsidiary of Clarence A. Southerland and Jay Samuel Hartt, Trustees of the Estate of Midland Utilities Company, a registered holding company, having filed an application-declaration, as amended, under sections 6 and 12 of the Public Utility Holding Company Act of 1935 and the rules and regulations promulgated thereunder, with respect to the refinancing of 220,078 shares of its cumulative preferred stock (69,858 shares of the 7% series, 124,505 shares of the 6% series, and 25,715 shares of the 5½% series) by (1) offering the present holders of such stock the opportunity to exchange each share of such stock for one share of $100 par value 5% cumulative preferred stock of the company, plus a cash payment in an amount representing the difference between the redemption prices of the stocks outstanding at present and the initial public offering price of the shares to be issued, with proper adjustments for accrued dividends upon the stock to be surrendered and upon the shares to be issued; (2) providing that any shares not surrendered by way of exchanges will be called for redemption at redemption prices, plus accrued dividends; and (3) providing that such number of the 220,078 shares of the $100 par value 5% cumulative preferred stock as have not been issued upon exchanges will be issued and sold through underwriters; and

Northern Indiana Public Service Company having proposed that (1) the compensation to be paid to underwriters for exerting their best efforts to solicit the exchanges, for standing by during the exchange period, and for underwriting the sale of such number of the 220,078 shares of $100 par value 5% Cumulative Preferred Stock as have not been issued by way of exchanges, and (2) the initial public offering price of such number of shares of the $100 par value 5% Cumulative Preferred Stock as have not been issued by way of exchanges, and the cash payment to be made to such holders of the $100 par value 7%, 6%, and 5½% Cumulative Preferred Stocks as have accepted the exchange offer, be determined by competitive bidding pursuant to the requirements of Rule U-50; and

Public hearings having been held upon such matter after appropriate notice, and the Commission having considered the record and having made and filed its findings and opinion herein;

It is ordered, That said application-declaration, as amended, be and hereby is granted and permitted to become effective forthwith, subject to the terms and conditions contained in Rule U-24; and to the following terms and conditions:

(1) That the proposed issuance and sale (including the exchange feature) of the 220,078 shares of $100 par value 5% cumulative preferred stock, aggregate par value $22,007,800, shall not be consummated until the results of the competitive bidding pursuant to Rule U-50 have been made a matter of record in this proceeding and a further order shall have been entered by this Commission in the light of the record so completed, which order may contain further terms and conditions as may then be deemed appropriate, jurisdiction being reserved for the imposition thereof in connection with the proposed transaction;

(2) That the proposed exchange and purchase agreement to be entered into between Northern Indiana Public Service Company and the exchange solicitors and underwriters be modified so as to provide that, in the event the fees and expenses of independent counsel for the exchange solicitors and underwriters be reduced ultimately below the estimated total of $21,500, the amount of any such reduction shall be paid over to Northern Indiana Public Service Company by the exchange solicitors and underwriters.

It is further ordered, That jurisdiction be and hereby is reserved over the payment of any fees and expenses to Stone & Webster and Blodget, Inc.; Harriman, Ripley & Co., Inc.; and to Willkie, Owen, Otis, Farr & Gallagher, as independent counsel for the prospective exchange solicitors and underwriters.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-9570; Filed, June 30, 1944; 9:29 a. m.]

[File No. 70-906]

CENTRAL NEW YORK POWER CORP., ET AL.

ORDER GRANTING JOINT APPLICATION AND PERMITTING JOINT DECLARATION TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 28th day of June 1944.

In the matter of central New York Power Corporation, Kanata Realty Co., Inc., and Northern Development Corporation. (Public Utility Holding Company Act of 1935).

Northern Development Corporation (Northern), Central New York Power Corporation (Central), and its subsidiary Kanata Realty Co., Inc., the first two companies being subsidiaries of Niagara Hudson Power Corporation (Niagara Hudson), in turn a subsidiary of The United Corporation, a registered holding company, having filed a joint application and declaration under the Public Utility Holding Company Act of 1935 and particularly sections 9 (a) (1), 10 and 12 (f) thereunder regarding the sale by Kanata and the acquisition by Northern of certain undeveloped water, dam and power sites for a cash purchase price of $7,754.20; the sale by Kanata and the acquisition by Central of the remaining assets of Kanata, except current assets, for a cash purchase price of $688,831.19; the redemption by Kanata of its Utica Gas and Electric Building First Mortgage 5% Sinking Fund Bonds outstanding in the principal amount of $502,000; the discharge of Kanata's current liabilities and the proportionate distribution of its cash to Central and Niagara Hudson in settlement of open account advances in the sums of $880,107.09 and $317,277.08 owing Central and Niagara Hudson respectively; and the dissolution of Kanata; and

A public hearing having been held after appropriate notice and the Commission having considered the record and made and filed its findings and opinion herein;

It is ordered, That said joint application and declaration be, and the same hereby are, respectively granted and permitted to become effective subject to the terms and conditions prescribed in Rule U-24.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-9571; Filed, June 30, 1944; 9:29 a. m.]

WAR FOOD ADMINISTRATION.

Farm Security Administration.

AUTHORITY FOR ADVERTISING IN NEWSPAPERS AND OTHER PUBLICATIONS

I. For the fiscal year ending June 30, 1945, the Administrator and certain designated officials of the Farm Security Administration within their respective jurisdictions are authorized to incur expense for advertising in newspapers and other publications as hereinafter specifically set forth:

A. Regional Directors, Assistant Regional Directors, Chiefs of Regional Production and Loan Supervision Sections, District FSA Supervisors, FSA Supervisors, and Community Managers may advertise public and private foreclosure sales of personal and real property under lien to the Farm Security Administration as required by state laws or by orders of courts of competent jurisdiction.

B. Regional Directors, the Business Manager, and Regional Business Managers may advertise, in accordance with the applicable provisions of law, the dissolution of corporations and associations (including State RR Corporations, Defense Relocation Corporations, Land Purchasing Associations and so forth), and the sale and disposal of all real and personal property under the jurisdiction of the FSA.

C. The Business Manager and Regional Business Managers may advertise for bids for construction contracts into which the Farm Security Administration desires to enter.

D. The Business Manager and Regional Business Managers may advertise in connection with the solicitation of bids for the procurement of office and storage space, services, materials, supplies and/or equipment.

II. This authority includes the selection of county, city, or other newspapers, appropriate trade journals or other publications of limited or general circulation; and the placing therein of display or other advertisements which will be sufficient notification to the public of any particular proposal. For any single proposal, no advertisement will appear in more than fifteen newspapers or other publications, nor will more than five insertions be made in the same newspaper or publication, except where a large number of newspapers, or other publications, or a greater number of insertions, are required by state laws, or by order of a court of competent juridisction, in which case the required number of newspapers or other publications or the required number of insertions, or both, will be limited to the number required by such state laws or by such a court order.

Recommended:

FRANK HANCOCK,
Administrator,
Farm Security Administration.

Approved: June 30, 1944.

GROVER B. HILL,
Acting Administrator,
War Food Administration.

[F. R. Doc. 44-9559; Filed, June 30, 1944; 11:17 a. m.]

PART 18—WAR SERVICE REGULATIONS

Correction

The following corrections are made in F. R. Doc. 44-9482, appearing at page 7235 of the issue for Friday, June 30, 1944:

In the last sentence of § 18.5 (c) the figure "2488" should read "2448"

The heading for paragraph (e) of § 18.9 should read "*Reemployment benefits.*"

In § 18.9 (h) the references to § 18.10 (d) and (e) should read "§ 18.10 (a) and (b)"

In § 18.14 (a) (5) the word "distances" should read "distance."

TITLE 5—ADMINISTRATIVE PERSONNEL

Chapter I—Civil Service Commission

PART 18—WAR SERVICE REGULATIONS

WAR REEMPLOYMENT LIST

Paragraph (b) § 18. 14 should read as follows:

§ 18.14 *War reemployment list.*

(b) The Commission may also enter on this list the employees who are entitled to preference under these regulations and who, it finds, have been unjustifiably dismissed or furloughed without pay.

By the United States Civil Service Commission.

[SEAL] H. B. MITCHELL,
President.

JULY 1, 1944.

[F. R. Doc. 44-9724; Filed, July 3, 1944; 11:15 a. m.]

JUL 8 '44

FEDERAL REGISTER

VOLUME 9 NUMBER 132

Washington, Tuesday, July 4, 1944

Regulations

TITLE 5—ADMINISTRATIVE PERSONNEL

Chapter I—Civil Service Commission

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§ 18.14 *War reemployment list.*

(b) The Commission may also enter on this list the employees who are entitled to preference under these regulations and who, it finds, have been unjustifiably dismissed or furloughed without pay.

By the United States Civil Service Commission.

[SEAL] H. B. MITCHELL,
President.

JULY 1, 1944.

[F. R. Doc. 44-9724; Filed, July 3, 1944; 11:15 a. m.]

TITLE 6—AGRICULTURAL CREDIT

Chapter II—War Food Administration (Commodity Credit)

[1944 C. C. C. Hay and Pasture Seed Form 1—Instructions]

PART 254—1944 HAY AND PASTURE SEED LOANS

INSTRUCTIONS CONCERNING LOANS ON 1944 WHEAT

Commodity Credit Corporation has authorized the making of loans on hay and pasture seed in accordance with these instructions.

GENERAL INSTRUCTIONS

Sec.
254.1 Lending agency.
254.2 Liens.
254.3 County agricultural conservation committees.
254.4 Source of loans.
254.5 Purchase of loans.
254.6 Release of collateral.
254.7 Offices of the Regional Directors of Commodity Credit Corporation.

SPECIAL INSTRUCTIONS CONCERNING LOANS ON COMMON AND CERTIFIED HAY AND PASTURE SEED

254.12 Eligible producer.
254.13 Eligible seed.
254.14 Seed specifications.
254.15 Loans.
254.16 Discounts for low quality seed.
254.17 Certified seed.
254.18 Charges to be paid by producer.
254.19 Availability and maturity.

SPECIAL INSTRUCTIONS CONCERNING LOANS ON IMPROVED VARIETIES OF LEGUME AND GRASS SEEDS

254.25 Eligible producer.
254.26 Eligible seed.
254.27 Availability and maturity.

AUTHORITY: §§ 254.1 to 254.27, inclusive, are issued under section 302 of the Agricultural Adjustment Act of 1938, as amended (52 Stat. 43; 7 U. S. C., 1940 ed., 1302).

GENERAL INSTRUCTIONS

§ 254.1 *Lending agency.* Any bank, corporation, partnership, cooperative marketing association, or person, which has executed a Contract to Purchase

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FEDERAL REGISTER

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Book 1: Titles 1–3 (Presidential documents) with tables and index.
Book 2: Titles 4–9, with index.
Book 3: Titles 10–17, with index.
Book 4: Titles 18–25, with index.
Book 5, Part 1: Title 26, Parts 2–178.

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(1940 C. C. C. Form E) and filed such contract with a regional office of Commodity Credit Corporation.

§ 254.2 *Liens.* Hay and pasture seed offered as collateral must be free and clear of all liens except in favor of the lienholders listed in the space provided therefor in the note and loan agreement or chattel mortgage. The names of all existing lienholders such as landlords, laborers, threshers, or mortgagees, must be listed. The waiver and consent to sell or mortgage the hay and pasture seed and pay the proceeds to the producer, as contained in the note and loan agreement or chattel mortgage, must be signed personally by all lienholders listed or by their duly authorized agents; or, if the lienholder is a corporation, by an officer thereof customarily authorized to execute such instruments. Waivers of lienholders may be executed on separate instruments if complete identification of the commodity and the producer is shown.

§ 254.3 *County agricultural conservation committees.* County agricultural conservation committees will administer the loan program within a county and will determine eligibility of producers. All loan forms will be obtained from offices of county committees and must be approved by the committee prior to disbursement of proceeds. A service fee of $1.00, or one-half percent of the net amount of the loan, whichever is larger, will be collected by the county committee, in connection with each loan, to cover the expenses incurred in the operation of the program.

§ 254.4 *Source of loans.* Loans may be obtained through banks and other lending agencies as defined herein, or direct from Commodity Credit Corporation.

§ 254.5 *Purchase of loans.* Commodity Credit Corporation will purchase, without recourse, notes evidencing loans on hay and pasture seed only from lending agencies which have executed and delivered, to the regional office of Commodity Credit Corporation serving the area, a Contract to Purchase (1940 C. C. C. Form E). Notes held by lending agencies must be tendered to the regional office of Commodity Credit Corporation serving the area, for purchase, within 10 days of written demand by the Corporation. The purchase price to be paid by Commodity Credit Corporation for notes accepted will be the outstanding face amount of such notes, plus accrued interest, from the date of disbursement by the lending agency to the date of payment of the purchase price, at the rate of 1½ percent per annum. Under the terms of the Contract to Purchase, lending agencies are required to report weekly, on 1940 C. C. C. Form F, all repayments or collections on producers' notes held by them and to remit with such report, to the regional office of Commodity Credit Corporation, an amount equivalent to 1½ percent per annum on the principal amount collected from the date of disbursement by the lending agency to the date of repayment.

§ 254.6 *Release of collateral.* A borrower may repay his note and obtain the release of the collateral, at any time prior to delivery of the collateral to Comodity Credit Corporation, upon payment of the principal amount due on the note, plus accrued interest at the rate of 3 percent per annum. Borrowers may repay directly notes that are held by local lending agencies, or, if the notes are held by Commodity Credit Corporation, or an out-of-town lending agency, they may request that the notes be forwarded to a local bank for collection, or remit an amount sufficient to pay the outstanding principal, and interest. Partial payment of a note and partial release of collateral may be arranged with the county agricultural conservation committee.

§ 254.7 *Offices of the Regional Directors of Commodity Credit Corporation.* The offices of the regional directors referred to herein and the areas served by them under these instructions are shown below:

Address of Regional Director	*Area*
208 South La Salle Street, Chicago 4, Ill	Connecticut, Delaware, Illinois (except East St. Louis), Indiana, Iowa, Kentucky, Maryland, Maine, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, Tennessee, Vermont, Virginia, and West Virginia.
1004 Baltimore Avenue, Kansas City, Mo	Alabama, Arkansas, Colorado, Georgia, Florida, Kansas, Louisiana, Mississippi, Missouri (also East St. Louis), Nebraska, New Mexico, Oklahoma, South Carolina, Texas, and Wyoming.
826 McKnight Building, Minneapolis 1, Minn	Minnesota, Montana, North Dakota, South Dakota, and Wisconsin.
Artisans Building, 225 Southwest Broadway, Portland 5, Oreg.	Arizona, California, Idaho, Nevada, Oregon, Utah, and Washington.

SPECIAL INSTRUCTIONS CONCERNING LOANS ON COMMON AND CERTIFIED HAY AND PASTURE SEED

§ 254.12 *Eligible producer.* Any person, partnership, association, corporation, or other legal entity, producing or harvesting hay and pasture seed in 1944, as landowner, landlord, tenant, or custom harvester.

§ 254.13 *Eligible seed.* Any seed specified in the attached schedule of loan rates, produced in 1944, which complies with the other provisions of these instructions, which is cleaned or can be cleaned to meet the specifications as given for weeds and other crop seeds, as shown in the schedule of loan rates, and which complies with the Federal Seed Law and the State Seed Law in the State where the seed is processed. Such seed must be stored in an approved warehouse; the beneficial interest in the seed must be and must always have been in

the person tendering the seed for a loan; and the person tendering the seed for a loan must have the legal right to obtain a loan upon the security of the seed.

§ 254.14 *Seed specifications.* Northern, central, and southern regional areas based on adaptation and yield are recognized for alfalfa. The northern region includes all producing areas north of the southern boundaries of Oregon, Idaho, Wyoming, Nebraska, and eastward above the 40th degree of latitude. The central region includes all the producing areas south of the northern region and north of the 37th degree latitude (excluding California area north of the 37th latitude, but including approved origin alfalfa seed in Oklahoma tagged and sealed with the official tags and seals of the Oklahoma Crop Improvement Association), except as specified under "certified seed." The southern region includes all the producing areas south of the central region.

Red clover (medium double-cut) and mammoth (single-cut) will be eligible for loan except that seed produced west of the 119th degree longitude will not be eligible, except as specified under "certified seed."

Seed of legumes and grasses other than alfalfa and red clover are eligible for a loan in all parts of the United States.

All seed is to be labeled and must comply with the weed seed limitations of the State in which the seed is produced, or, in event of interstate shipment for storage or cleaning, it must be labeled to meet the requirements of the Federal Seed Act and the weed seed limitations of the State into which the seed is shipped, provided that no loan will be made if the seed contains seed of white top, Canada thistle, dodder, quackgrass, Johnson grass, bindweed, Russian knapweed, perennial sow thistle, or leafy spurge, singly or combined in excess of 45 seeds per pound.

§ 254.15 *Loans.* Hay and pasture seed otherwise eligible for a loan as specified herein are eligible under the terms and conditions and at the prices as stated in the schedule of loan rates included in these instructions.

§ 254.16 *Discounts for low quality seed.* Seed meeting the basic pure seed and germination specifications set out in the schedule of loan rates will be eligible for a loan at the highest loan rate established in such schedule. Lower quality seed will be eligible for a loan at the rates established in the schedule. Seed of lower seed purity or germination than the minimum seed purity and germination shown in the schedule shall not be eligible for a loan.

§ 254.17 *Certified seed.* Varieties or strains of hay and pasture seeds designated by State Agricultural Experiment Stations in cooperation with State seed certifying agencies, and Bureau of Plant Industry, Soils and Agricultural Engineering of the United States Department of Agriculture, will be eligible for loans as "certified seed." Seeds of these varieties or strains are to be certified by the State seed certifying agency of the State where grown. The standards and procedures for certification of each State must be approved by the executive committee of the International Crop Improvement Association, or its designated agent.

Certified seed, as defined above, will be eligible for loan in all States.

State and Federal lists of certified seeds eligible for loan and a list of State seed certifying agencies will be furnished by Commodity Credit Corporation.

§ 254.18 *Charges to be paid by producer.* Costs of cleaning, bagging, tagging, and transportation to approved warehouses, are to be borne by the producer. Such costs should not exceed the charges established in the cleaning and storage agreement for seed processors.

§ 254.19 *Availability and maturity.* Loans on eligible hay and pasture seed will be available after the 1944 harvest begins and through December 31, 1944. Loans will mature on demand, but not later than April 30, 1945.

SPECIAL INSTRUCTIONS CONCERNING LOANS ON IMPROVED VARIETIES OF LEGUME AND GRASS SEEDS

§ 254.25 *Eligible producer.* Any person, partnership, association, corporation, or other legal entity, producing as landlord, landowner, or tenant, improved varieties of legume and grass seed in 1944, in accordance with the instructions issued by the State Experiment Stations and Crop Improvement Associations.

§ 254.26 *Eligible seed.* Any seed approved by the Administrator, properly cleaned, bagged, certified, sealed, and stored.

§ 254.27 *Availability and maturity.* Loans on improved varieties of legume and grass seed will be available after 1944 harvest begins and through December 31, 1944. Loans will mature on demand, but not later than January 31, 1945.

Dated: June 1, 1944.

C. C. FARRINGTON,
Acting President.

SCHEDULE OF LOAN RATES WITH BASIC SPECIFICATIONS FOR PERCENTAGE OF SEED PURITY, GERMINATION, MAXIMUM WEED CONTENT AND MAXIMUM MIXTURE OF OTHER CROPS FOR THE VARIOUS CROP SEEDS

Kind of seed	Pure seed	Germination[1]	Loan rate		Maximum weed seed	Maximum other crops
			Common	Certified improved varieties		
	Percent	*Percent*	*Cents per lb.*	*Cents per lb.*	*Percent*	*Percent*
Alfalfa (Medicago sativa):						
Northern	98	90	33	40	1	[4]5
Central	98	90	30	37	1	[4]5
Southern	98	90	26	33	1	[4]5
Oklahoma "approved origin"	98	90	30		1	[4]5
Red Clover (Trifolium pratense)	98	90	28	34	1	[4]5
Biennial White Sweetclover (Melilotus alba)	96	[2]88	9	16	1	5
Biennial Yellow Sweetclover (Melilotus officinalis)	98	[2]88	9	15	1	5
Biennial Mixed-Sweetclover (Melilotus sp.)	96	[2]88	8		1	[4]5
Alsike Clover (Trifolium hybridum)	97	90	25		1	[4]5
Timothy (Phleum pratense)	99	90	4.5	9	.5	5
Smooth Bromegrass (Bromus inermis)	92	85	13	18	1	5
Orchard Grass (Dactylis glomerata)	85	85	22	25	2	5
Crested Wheatgrass (Agropyron cristatum)	90	90	15		2	[4]5
Blue Grama (Bouteloua gracilis)	50	75	15		2	[4]5
Side Oats Grama (B. curtipendula)	25	75	20	25	2	[4]5
Buffalo Grass (Buchloe dactyloides)	85	80	50	60	2	5
Bermuda Grass (Cynodon dactylon)	90	80	30	40	1	5
Dallis Grass (Paspalum dilatum)	30	70	20		1.5	5
Bahia Grass (Paspalum notatum)	72	70	20	30	.5	5
Meadow Fescue (Festuca elatior)	97	90	12	17	2	5
Slender Wheatgrass (Agropyron trachycaulum)	95	85	15		.5	5
Western Wheatgrass (A. smithii)	80	80	15		2	5
Ladino Clover (Trifolium repens var. Ladino)	98	90	150		.5	1
Sudan Grass (Sorghum vulgare sudanense)	98	85	6	99	.5	5
White Clover (Trifolium repens)	98	90	50		.5	5
Blue Lupine (Lupinus hirsutus)	99	90	6			
Alyce Clover (Alysicarpus vaginalis)	98	90	18		1	5
Persian Clover and Cluster Clover	97	90	25		1	5
Sericea Lespedeza (Lespedeza sericea)	98	90	16		1	5
Kobe Lespedeza (Lespedeza striata var.)	98	90	12	1	1	5
Tenn. #76 Lespedeza and Common Lespedeza (Lespedeza striata)	98	90	20		1	5
Wild Winter Pea (Rough Pea)	99	90	8			
Switch grass (Panicum miliaceum)	80	80	20	25	2	[4]5
Little Bluestem and Big Bluestem (Andropogon scoparius, A. furcatus)	40	50	20	25	2	[4]5
Sand Bluestem (Andropogon hallii)	40	60	25		2	[4]5
Weeping Lovegrass	90	90	50		2	5
Huoam (Texas only) (Melilotus alba annua)	98	88	10		1	5
Yellow Hop Clover	97	90	35		1	5
Black Medic (Medicago lupulina)	97	90	20		1	5

[1] Percentage of germination includes hard seed.
[2] Not more than 2% of sweet clover.
[3] Not more than 15% hard seed.
[4] Except white clover seed.
[5] Not in excess of 30% of seed with hulls removed.
[6] Except Alsike clover seed.
[7] Not to exceed 25% hard.
[8] Not more than 1% sand dropseed.

Ladino-Alsike Mixture. Loans will be made at the respective rates on quantities of ladino and alsike clover in the mixture: *Provided,* That if the proportion of alsike clover is 75% or more the rate for alsike clover shall apply to both kinds of seed. The pure seed of the mixture and the germination of each component will be used in determining the value. Various weed seed 1%. Maximum other crops 1%, except white clover.

Black Medic, White, Hop and Persian Clover Mixture. Loans will be made at the respective rates on quantities of black medic, white clover, hop clover and Persian clover in the mixture. The pure seed of the mixture and the germination of each component will be used in determining the value. Maximum weed seed 1%. Maximum other crop seed 5%.

Mixed Bluestem. Loans will be made at the respective rates on quantities of big bluestem, little bluestem, and sand bluestem in the mixture: *Provided,* The mixture contains at least 28% of two or more of these seeds; not more than 1% sand dropseed, and not more than 5% of grass seeds other than switchgrass, side oats grama, and Indiangrass. The pure seed of the mixture and the germination of each component will be used in determining the value. Maximum weed seed 2%.

Mixed Grama. Loans will be made at the respective rates on quantities of blue grama and side oats grama in the mixture: *Provided,* The mixture contains at least 25% of blue grama and side oats grama; not more than 1% sand dropseed, and not more than 5% of grass seeds other than Buffalo grass, bluestems, switchgrass, and Indiangrass. The pure seed of the mixture and the germination of each component will be used in determining the value. Maximum weed seed 2%.

SCHEDULE OF LOAN RATES PER 100 POUNDS FOR SEED NOT MEETING SPECIFICATIONS FOR LOAN AT BASIC RATES

ALFALFA, NORTHERN COMMON

Difference of 1% pure seed=3% or $0.99 deduction.
Difference of 5% germination=5% or $1.65 deduction.

Pure seed (percent)	Germination and hard seed		
	90 to 100%	85 to 90%	80 to 85%
98	$33.00	$31.35	$29.70
97	32.01	30.36	28.71
96	31.02	29.37	27.72
95	30.03	28.38	26.73
94	29.04	27.39	25.74

ALFALFA, NORTHERN CERTIFIED

Difference of 1% pure seed=3% or $1.20 deduction.
Difference of 5% germination=5% or $2.00 deduction.

Pure seed (percent)	Germination and hard seed		
	90 to 100%	85 to 90%	80 to 85%
98	$40.00	$38.00	$36.00
97	38.80	36.80	34.80
96	37.60	35.60	33.60
95	36.40	34.40	32.40
94	35.20	33.20	31.20

ALFALFA, CENTRAL COMMON[1]

Difference of 1% pure seed=3% or $0.90 deduction.
Difference of 5% germination=5% or $1.50 deduction.

Pure seed (percent)	Germination and hard seed		
	90 to 100%	85 to 90%	80 to 85%
98	$30.00	$28.50	$27.00
97	29.10	27.60	26.10
96	28.20	26.70	25.20
95	27.30	25.80	24.30
94	26.40	24.90	23.40

ALFALFA, CENTRAL CERTIFIED

Difference of 1% pure seed=3% or $1.11 deduction.
Difference of 5% germination=5% or $1.85 deduction.

Pure seed (percent)	Germination and hard seed		
	90 to 100%	85 to 90%	80 to 85%
98	$37.00	$35.15	$33.30
97	35.89	34.04	32.19
96	34.78	32.93	31.08
95	33.67	31.82	29.97
94	32.56	30.71	28.86

ALFALFA, SOUTHERN COMMON

Difference of 1% pure seed=3% or $0.78 deduction.
Difference of 5% germination=5% or $1.30 deduction.

Pure seed (percent)	Germination and hard seed		
	90 to 100%	85 to 90%	80 to 85%
98	$26.00	$24.70	$23.40
97	25.22	23.92	22.62
96	24.44	23.14	21.84
95	23.66	22.36	21.06
94	22.88	21.58	20.28

[1] Includes Oklahoma approved origin seed.

ALFALFA, SOUTHERN CERTIFIED

Difference of 1% pure seed=3% or $0.99 deduction.
Difference of 5% germination=5% or $1.65 deduction.

Pure seed (percent)	Germination and hard seed		
	90 to 100%	85 to 90%	80 to 85%
98	$33.00	$31.35	$29.70
97	32.01	30.36	28.71
96	31.02	29.37	27.72
95	30.03	28.38	26.73
94	29.04	27.39	25.74

RED CLOVER, COMMON

Difference of 1% pure seed=3% or $0.84 deduction.
Difference of 5% germination=5% or $1.40 deduction.

Pure seed (percent)	Germination and hard seed		
	90 to 100%	85 to 90%	80 to 85%
98	$28.00	$26.60	$25.20
97	27.16	25.76	24.36
96	26.32	24.92	23.52
95	25.48	24.08	22.68
94	24.64	23.24	21.84

RED CLOVER, CERTIFIED

Difference of 1% pure seed=3% or $1.02 deduction.
Difference of 5% germination=5% or $1.70 deduction.

Pure seed (percent)	Germination and hard seed		
	90 to 100%	85 to 90%	80 to 85%
98	$34.00	$32.30	$30.60
97	32.98	31.28	29.58
96	31.96	30.26	28.56
95	30.94	29.24	27.54
94	29.92	28.22	26.52

BIENNIAL WHITE OR YELLOW SWEETCLOVER, COMMON

Difference of 1% pure seed=3% or $0.27 deduction.
Difference of 5% germination=5% or $0.45 deduction.

Pure seed (percent)	Germination and hard seed			
	88 to 100%	85 to 88%	80 to 85%	75 to 80%
98	$9.00	$8.73	$8.28	$7.83
97	8.73	8.46	8.01	7.56
96	8.46	8.19	7.74	7.29
95	8.19	7.92	7.47	7.02
94	7.92	7.65	7.20	6.75

BIENNIAL WHITE OR YELLOW SWEETCLOVER, CERTIFIED

Difference of 1% pure seed=3% or $0.45 deduction.
Difference of 5% germination=5% or $0.75 deduction.

Pure seed (percent)	Germination and hard seed			
	88 to 100%	85 to 88%	80 to 85%	75 to 80%
98	$15.00	$14.55	$13.80	$13.05
97	14.55	14.10	13.35	12.60
96	14.10	13.65	12.90	12.15
95	13.65	13.20	12.45	11.70
94	13.20	12.75	12.00	11.25

BIENNIAL MIXED SWEETCLOVER

Difference of 1% pure seed=3% or $0.24 deduction.
Difference of 5% germination=5% or $0.40 deduction.

Pure seed (percent)	Germination and hard seed			
	88 to 100%	85 to 88%	80 to 85%	75 to 80%
98	$8.00	$7.76	$7.36	$6.96
97	7.76	7.52	7.12	6.72
96	7.52	7.28	6.88	6.48
95	7.28	7.04	6.64	6.24
94	7.04	6.80	6.40	6.00

ALSIKE

Difference of 1% pure seed=3% or $0.75 deduction.
Difference of 5% germination=5% or $1.25 deduction.

Pure seed (percent)	Germination and hard seed		
	90 to 100%	85 to 90%	80 to 85%
97	$25.00	$23.75	$22.50
96	24.25	23.00	21.75
95	23.50	22.25	21.00
94	22.75	21.50	20.25

TIMOTHY, COMMON

Difference of 1% pure seed=5% or $0.22 deduction.
Difference of 5% germination=5% or $0.22 deduction.

Pure seed (percent)	Germination		
	90 to 100%	85 to 90%	80 to 85%
99	$4.50	$4.28	$4.06
98	4.28	4.06	3.84
97	4.06	3.84	3.62
96	3.84	3.62	3.40
95	3.62	3.40	3.18
94	3.40	3.18	2.96

TIMOTHY, CERTIFIED

Difference of 1% pure seed=5% or $0.45 deduction.
Difference of 5% germination=5% or $0.45 deduction.

Pure seed (percent)	Germination		
	90 to 100%	85 to 90%	80 to 85%
99	$9.00	$8.55	$8.10
98	8.55	8.10	7.65
97	8.10	7.65	7.20
96	7.65	7.20	6.75
95	7.20	6.75	6.30
94	6.75	6.30	5.85

SMOOTH BROMEGRASS, COMMON

Difference of 2% pure seed=5% or $0.65 deduction.
Difference of 5% germination=5% or $0.65 deduction.

Pure seed (percent)	Germination		
	85 to 100%	80 to 85%	75 to 80%
92	$13.00	$12.35	$11.70
90	12.35	11.70	11.05
88	11.70	11.05	10.40
86	11.05	10.40	9.75

SMOOTH BROMEGRASS, CERTIFIED

Difference of 2% pure seed=5% or $0.90 deduction.
Difference of 5% germination=5% or $0.90 deduction.

Pure seed (percent)	Germination		
	85 to 100%	80 to 85%	75 to 80%
92	$18.00	$17.10	$16.20
90	17.10	16.20	15.30
88	16.20	15.30	14.40
86	15.30	14.40	13.50

ORCHARD GRASS, COMMON

Difference of 5% pure seed=10% or $2.20 deduction.
Difference of 5% germination=5% or $1.10 deduction

Pure seed (percent)	Germination			
	85 to 100%	80 to 85%	75 to 80%	70 to 75%
85	$22.00	$20.90	$19.80	$18.70
80	19.80	18.70	17.60	16.50
75	17.60	16.50	15.40	14.30
70	15.40	14.30	13.20	12.10

ORCHARD GRASS, CERTIFIED

Difference of 5% pure seed=10% or $2.50 deduction.
Difference of 5% germination=5% or $1.25 deduction.

Pure seed (percent)	Germination			
	85 to 100%	80 to 85%	75 to 80%	70 to 75%
85	$25.00	$23.75	$22.50	$21.25
80	22.50	21.25	20.00	18.75
75	20.00	18.75	17.50	16.25
70	17.50	16.25	15.00	13.75

CRESTED WHEATGRASS

Difference of 2% pure seed=5% or $0.75 deduction.
Difference of 5% germination=5% or $0.75 deduction

Pure seed (percent)	Germination				
	90 to 100%	85 to 90%	80 to 85%	75 to 80%	70 to 75%
90	$15.00	$14.25	$13.50	$12.75	$12.00
88	14.25	13.50	12.75	12.00	11.25
86	13.50	12.75	12.00	11.25	10.50
84	12.75	12.00	11.25	10.50	9.75
82	12.00	11.25	10.50	9.75	9.00
80	11.25	10.50	9.75	9.00	8.25

BLUE GRAMA

Difference of 10% pure seed=30% or $4.50 deduction
Difference of 10% germination=20% or $3.00 deduction

Pure seed (percent)	Germination			
	75 to 100%	65 to 75%	55 to 65%	45 to 55%
50	$15.00	$12.00	$9.00	$6.00
40	10.50	7.50	4.50	1.50
30	6.00	3.00	0	0

SIDE OATS GRAMA, COMMON

Difference of 10% pure seed=20% or $4.00 deduction.
Difference of 10% germination=20% or $4.00 deduction.

Pure seed (percent)	Germination			
	75 to 100%	65 to 75%	55 to 65%	45 to 55%
25	$20.00	$16.00	$12.00	$8.00
20	16.00	12.00	8.00	4.00
15	12.00	8.00	4.00	0
10	8.00	4.00	0	0

SIDE OATS GRAMA, CERTIFIED

Difference of 5% pure seed=20% or $5.00 deduction.
Difference of 10% germination=20% or $5.00 deduction.

Pure seed (percent)	Germination			
	75 to 100%	65 to 75%	55 to 65%	45 to 55%
25	$25.00	$20.00	$15.00	$10.00
20	20.00	15.00	10.00	5.00
15	15.00	10.00	5.00	0
10	10.00	5.00	0	0

BUFFALO GRASS, COMMON

Difference of 10% pure seed=10% or $5.00 deduction.
Difference of 10% germination=10% or $5.00 deduction.

Pure seed (percent)	Germination			
	50 to 100%	40 to 50%	30 to 40%	20 to 30%
85	$50.00	$45.00	$40.00	$35.00
75	45.00	40.00	35.00	30.00
65	40.00	35.00	30.00	25.00
55	35.00	30.00	25.00	20.00

BUFFALO GRASS, CERTIFIED

Difference of 10% pure seed=10% or $6.00 deduction.
Difference of 10% germination=10% or $6.00 deduction

Pure seed (percent)	Germination			
	50 to 100%	40 to 50%	30 to 40%	20 to 30%
85	$60.00	$54.00	$48.00	$42.00
75	54.00	48.00	42.00	36.00
65	48.00	42.00	36.00	30.00
55	42.00	36.00	30.00	24.00

BERMUDA GRASS, COMMON

Difference of 2% pure seed=5% or $1.00 deduction.
Difference of 5% germination=5% or $1.00 deduction.

Pure seed (percent)	Germination		
	80 to 100%	75 to 80%	70 to 75%
90	$20.00	$19.00	$18.00
88	19.00	18.00	17.00
86	18.00	17.00	16.00
84	17.00	16.00	15.00

BERMUDA GRASS, CERTIFIED

Difference of 2% pure seed=5% or $2.00 deduction.
Difference of 5% germination=5% or $2.00 deduction.

Pure seed (percent)	Germination		
	80 to 100%	75 to 80%	70 to 75%
90	$40.00	$38.00	$36.00
88	38.00	36.00	34.00
86	36.00	34.00	32.00
84	34.00	32.00	30.00

DALLIS GRASS

Difference of 5% pure seed=10% or $2.00 deduction.
Difference of 10% germination=10% or $2.00 deduction.

Pure seed (percent)	Germination		
	70 to 100%	60 to 70%	50 to 60%
30	$20.00	$18.00	$16.00
25	18.00	16.00	14.00
20	16.00	14.00	12.00

LADINO CLOVER

Difference of 1% pure seed=2% or $3.00 deduction.
Difference of 5% germination=5% or $7.50 deduction.

Pure seed (percent)	Germination and hard seed		
	90 to 100%	85 to 90%	80 to 85%
98	$150.00	$142.50	$135.00
97	147.00	139.50	132.00
96	144.00	136.50	129.00
95	141.00	133.50	126.00
94	138.00	130.50	123.00

BAHIA GRASS, COMMON

Difference of 5% pure seed=5% or $1.00 deduction.
Difference of 5% germination=5% or $1.00 deduction.

Pure seed (percent)	Germination		
	70 to 100%	65 to 70%	60 to 65%
72	$20.00	$19.00	$18.00
67	19.00	18.00	17.00
62	18.00	17.00	16.00

BAHIA GRASS, CERTIFIED

Difference of 5% pure seed=5% or $1.50 deduction.
Difference of 5% germination=5% or $1.50 deduction.

Pure seed (percent)	Germination		
	70 to 100%	65 to 70%	60 to 65%
72	$30.00	$28.50	$27.00
67	28.50	27.00	25.50
62	27.00	25.50	24.00

MEADOW FESCUE, COMMON

Difference of 1% pure seed=5% or $0.60 deduction.
Difference of 5% germination=5% or $0.60 deduction.

Pure seed (percent)	Germination		
	90 to 100%	85 to 90%	80 to 85%
97	$12.00	$11.40	$10.80
96	11.40	10.80	10.20
95	10.80	10.20	9.60
94	10.20	9.60	9.00
93	9.60	9.00	8.40

MEADOW FESCUE, CERTIFIED

Difference of 1% pure seed=5% or $0.85 deduction.
Difference of 5% germination=5% or $0.85 deduction.

Pure seed (percent)	Germination		
	90 to 100%	85 to 90%	80 to 85%
97	$17.00	$16.15	$15.30
96	16.15	15.30	14.45
95	15.30	14.45	13.60
94	14.45	13.60	12.75
93	13.60	12.75	11.90

SLENDER WHEATGRASS

Difference of 2% pure seed=5% or $0.75 deduction.
Difference of 5% germination=5% or $0.75 deduction.

Pure seed (percent)	Germination		
	85 to 100%	80 to 85%	75 to 80%
95	$15.00	$14.25	$13.50
93	14.25	13.50	12.75
91	13.50	12.75	12.00
89	12.75	12.00	11.25

WESTERN WHEATGRASS

Difference of 5% pure seed=5% or $0.75 deduction.
Difference of 5% germination=5% or $0.75 deduction

Pure seed (percent)	Germination				
	80 to 100%	75 to 80%	70 to 75%	65 to 70%	60 to 65%
80	$15.00	$14.25	$13.50	$12.75	$12.00
75	14.25	13.50	12.75	12.00	11.25
70	13.50	12.75	12.00	11.25	10.50
65	12.75	12.00	11.25	10.50	9.75

SUDAN GRASS, COMMON

Difference o. 1% pure seed=3% or $0.18 deduction.
Difference of 5% germination=5% or $0.30 deduction.

Pure seed (percent)	Germination			
	85 to 100%	80 to 85%	75 to 80%	70 to 75%
98	$6.00	$5.70	$5.40	$5.10
97	5.82	5.52	5.22	4.92
96	5.64	5.34	5.04	4.74
95	5.46	5.16	4.86	4.56
94	5.28	4.98	4.66	4.38

SUDAN GRASS, CERTIFIED

Difference of 1% pure seed=3% or $0.27 deduction.
Difference of 5% germination=5% or $0.45 deduction.

Pure seed (percent)	Germination			
	85 to 100%	80 to 85%	75 to 80%	70 to 75%
98	$9.00	$8.55	$8.10	$7.65
97	8.73	8.28	7.83	7.38
96	8.46	8.01	7.56	7.11
95	8.19	7.74	7.29	6.84
94	7.92	7.47	7.02	6.57

WHITE CLOVER

Difference of 1% pure seed=2% or $1.00 deduction.
Difference of 5% germination=5% or $2.50 deduction.

Pure seed (percent)	Germination and hard seed		
	90 to 100%	85 to 90%	80 to 85%
98	$50.00	$47.50	$45.00
97	49.00	46.50	44.00
96	48.00	45.50	43.00
95	47.00	44.50	42.00
94	46.00	43.50	41.00

BLUE LUPINE

Difference of 1% pure seed=3% or $0.18 deduction.
Difference of 5% germination=5% or $0.30 deduction.

Pure seed (percent)	Germination and hard seed			
	90 to 100%	85 to 90%	80 to 85%	75 to 80%
99	$6.00	$5.70	$5.40	$5.10
98	5.82	5.52	5.22	4.92
97	5.64	5.34	5.04	4.74
96	5.46	5.16	4.86	4.56
95	5.28	4.98	4.68	4.38
94	5.10	4.80	4.50	4.20

ALYCE CLOVER

Difference of 1% pure seed=3% or $0.54 deduction.
Difference of 5% germination=5% or $0.90 deduction.

Pure seed (percent)	Germination and hard seed			
	90 to 100%	85 to 90%	80 to 85%	75 to 80%
98	$18.00	$17.00	$16.20	$15.30
97	17.46	16.56	15.66	14.76
96	16.92	16.02	15.12	14.22
95	16.38	15.48	14.58	13.68
94	15.84	14.94	14.04	13.14

PERSIAN CLOVER AND CLUSTER CLOVER

Difference of 1% pure seed=3% or $0.75 deduction.
Difference of 5% germination=5% or $1.25 deduction.

Pure seed (percent)	Germination and hard seed			
	90 to 100%	85 to 90%	80 to 85%	75 to 80%
97	$25.00	$23.75	$22.50	$21.25
96	24.25	23.00	21.75	20.50
95	23.50	22.25	21.00	19.75
94	22.75	21.50	20.25	19.00
93	22.00	20.75	19.50	18.25

SERICEA LESPEDEZA

Difference of 1% pure seed=3% or $0.48 deduction.
Difference of 5% germination=5% or $0.80 deduction.

Pure seed (percent)	Germination and hard seed			
	90 to 100%	85 to 90%	80 to 85%	75 to 80%
98	$16.00	$15.20	$14.40	$13.60
97	15.52	14.72	13.92	13.12
96	15.04	14.24	13.44	12.64
95	14.56	13.76	12.96	12.16
94	14.08	13.28	12.48	11.68

KOBE LESPEDEZA

Difference of 1% pure seed=3% or $0.36 deduction.
Difference of 5% germination=5% or $0.60 deduction.

Pure seed (percent)	Germination and hard seed			
	90 to 100%	85 to 90%	80 to 85%	75 to 80%
98	$12.00	$11.40	$10.80	$10.20
97	11.64	11.04	10.44	9.84
96	11.28	10.68	10.08	9.48
95	10.92	10.32	9.72	9.12
94	10.56	9.96	9.36	8.76

TENN. #76 LESPEDEZA AND COMMON LESPEDEZA

Difference of 1% pure seed=3% or $0.60 deduction.
Difference of 5% germination=5% or $1.00 deduction.

Pure seed (percent)	Germination and hard seed			
	90 to 100%	85 to 90%	80 to 85%	75 to 80%
98	$20.00	$19.00	$18.00	$17.00
97	19.40	18.40	17.40	16.40
96	18.80	17.80	16.80	15.80
95	18.20	17.20	16.20	15.20
94	17.60	16.60	15.60	14.60

WILD WINTER PEAS (ROUGH PEA)

Difference of 1% pure seed=3% or $0.24 deduction.
Difference of 5% germination=5% or $0.40 deduction.

Pure seed (percent)	Germination and hard seed			
	90 to 100%	85 to 90%	80 to 85%	75 to 80%
98	$8.00	$7.60	$7.20	$6.80
97	7.76	7.36	6.96	6.56
96	7.52	7.12	6.72	6.32
95	7.28	6.88	6.48	6.08
94	7.04	6.64	6.24	5.84

SWITCHGRASS, COMMON

Difference of 5% pure seed=20% or $4.00 deduction.
Difference of 10% germination=20% or $4.00 deduction.

Pure seed (percent)	Germination and hard seed			
	80 to 100%	70 to 80%	60 to 70%	50 to 60%
80	$20.00	$16.00	$12.00	$8.00
75	16.00	12.00	8.00	4.00
70	12.00	8.00	4.00	0
65	8.00	4.00	0	0

SWITCHGRASS, CERTIFIED

Difference of 5% pure seed=20% or $5.00 deduction.
Difference of 10% germination=20% or $5.00 deduction.

Pure seed (percent)	Germination and hard seed			
	80 to 100%	70 to 80%	60 to 70%	50 to 60%
80	$25.00	$20.00	$15.00	$10.00
75	20.00	15.00	10.00	5.00
70	15.00	10.00	5.00	0
65	10.00	5.00	0	0

LITTLE BLUESTEM AND BIG BLUESTEM, COMMON

Difference of 10% pure seed=30% or $6.00 deduction.
Difference of 10% germination=20% or $4.00 deduction.

Pure seed (percent)	Germination and hard seed			
	50 to 100%	40 to 50%	30 to 40%	20 to 30%
40	$20.00	$16.00	$12.00	$8.00
30	14.00	10.00	6.00	2.00
20	8.00	4.00	0	0
10	2.00	0	0	0

LITTLE BLUESTEM AND BIG BLUESTEM, CERTIFIED

Difference of 10% pure seed=30% or $7.50 deduction.
Difference of 10% germination=20% or $5.00 deduction.

Pure seed (percent)	Germination and hard seed			
	50 to 100%	40 to 50%	30 to 40%	20 to 30%
40	$25.00	$20.00	$15.00	$10.00
30	17.50	12.50	7.50	2.50
20	10.00	5.00	0	0
10	2.50	0	0	0

SAND BLUESTEM

Difference of 10% pure seed=20% or $5.00 deduction.
Difference of 10% germination=20% or $5.00 deduction.

Pure seed (percent)	Germination and hard seed			
	60 to 100%	50 to 60%	40 to 50%	30 to 40%
40	$25.00	$20.00	$15.00	$10.00
30	20.00	15.00	10.00	5.00
20	15.00	10.00	5.00	0
10	10.00	5.00	0	0

WEEPING LOVEGRASS

Difference of 10% pure seed=10% or $5.00 deduction.
Difference of 10% germination=10% or $5.00 deduction.

Pure seed (percent)	Germination			
	90 to 100%	80 to 90%	70 to 80%	60 to 70%
90	$50.00	$45.00	$40.00	$35.00
80	45.00	40.00	35.00	30.00
70	40.00	35.00	30.00	25.00
60	35.00	30.00	25.00	20.00

BURAM (TEXAS ONLY)

Difference of 1% pure seed=3% or $.30 deduction.
Difference of 5% germination=5% or $.50 deduction.

Pure seed (percent)	Germination and hard seed			
	88 to 100%	85 to 88%	80 to 85%	75 to 80%
98	$10.00	$9.70	$9.20	$8.70
97	9.70	9.40	8.90	8.40
96	9.40	9.10	8.60	8.10
95	9.10	8.80	8.30	7.80
94	8.80	8.50	8.00	7.50

BLACK MEDIC

Difference of 1% pure seed=3% or $.60 deduction.
Difference of 5% germination=5% or $1.00 deduction.

Pure seed (percent)	Germination and hard seed			
	90 to 100%	85 to 90%	80 to 85%	75 to 80%
97	$20.00	$19.00	$18.00	$17.00
96	19.40	18.40	17.40	16.40
95	18.80	17.80	16.80	15.80
94	18.20	17.20	16.20	15.20
93	17.60	16.60	15.60	14.60

YELLOW HOP CLOVER

Difference of 1% pure seed=3% or $1.05 deduction.
Difference of 5% germination=5% or $1.75 deduction.

Pure seed (percent)	Germination and hard seed			
	90 to 100%	85 to 90%	80 to 85%	75 to 80%
97	$35.00	$33.25	$31.50	$29.75
96	33.95	32.20	30.45	28.70
95	32.90	31.15	29.40	27.65
94	31.85	30.10	28.35	26.60
93	30.80	29.05	27.30	25.55

[F. R. Doc. 44-9674; Filed, July 1, 1944; 11:38 a. m.]

[1944 C.C.C. Flaxseed Form 1—Instructions]

PART 255—1944 FLAXSEED LOANS

1944 FLAXSEED LOAN PROGRAM

Commodity Credit Corporation has authorized the making of loans on flaxseed stored on farms, or in approved public warehouses, in accordance with these instructions.

Sec.
255.1 Eligible producer.
255.2 Eligible flaxseed.
255.3 Eligible storage.
255.4 Loan rates.
255.5 Storage allowance.
255.6 Determination of quantity of flaxseed.
255.7 Liens.
255.8 Maturity and interest rate.
255.9 Lending agency.
255.10 Eligible paper.
255.11 Purchase of loans.
255.12 Offices of Commodity Credit Corporation.
255.13 County agricultural conservation committee.
255.14 Balance of collateral.

AUTHORITY: §§ 255.1 to 255.14, inclusive, issued under sec. 302, Agricultural Adjustment Act of 1938, as amended (52 Stat. 43; 7 U.S.C., 1940 ed., 1302).

§ 255.1 *Eligible producer.* Any person, partnership, association, or corporation, producing flaxseed in 1944 as landowner, landlord, or tenant.

§ 255.2 *Eligible flaxseed.* Flaxseed grading No. 1 or No. 2, which was produced in 1944, the beneficial interest to which is and always has been in the eligible producer. Flaxseed containing more than 30 percent damage or which contains more than 11 percent moisture, or which is musty, sour, heating, hot, or which has any commercially objectionable odor, or which is otherwise low quality, is not eligible for loan.

§ 255.3 *Eligible storage.* Loans will be made on eligible flaxseed stored in approved public grain warehouses, or in acceptable storage structures located on farms, in all areas.

§ 255.4 *Loan rates.* Loan values on flaxseed shall be based on numerical grades, as provided in the Official Grain Standards of the United States. Loan rates for U. S. No. 1 flaxseed will be based upon $2.95 per bushel at Minneapolis, Minnesota, Chicago, Illinois, and Portland, Oregon; $3.00 per bushel at Los Angeles and San Francisco, California; $2.85 per bushel at Emporia and Fredonia, Kansas; and $2.80 per bushel at Corpus Christi, Harlingen, and Houston, Texas. Loan rates for flaxseed grading U. S. No. 2 will be 5 cents per bushel less.

The foregoing schedule applies only to flaxseed delivered in carload lots which has been shipped by rail from a country shipping point to one of the designated terminal markets, as evidenced by paid freight bills duly registered for transit privileges and other documents as required: *Provided*, In the event the amount of paid-in freight is insufficient to guarantee minimum proportional rate from the terminal market, there shall be deducted from the applicable terminal loan value the difference between the amount of freight actually paid in and the amount required to be paid in to guarantee minimum proportional basis on the outbound movement: *Provided further*, That Commodity Credit Corporation will accept, in lieu of such bills, the approved warehouseman's supplemental certificate, or warehouse receipts on which a legend, signed by the warehouseman, has been stamped or typewritten, giving full information as to the value of such freight bill for transit billing, name of carrier, car number, freight rate, amount collected, unused transit stops, other pertinent information, and a statement that the freight bill has been officially registered for transit in accordance with the Uniform Grain Storage Agreement. A deduction of 6 cents per bushel shall be made if evidence is not submitted that paid rail freight bills have been registered for transit privileges.

The loan value for No. 1 and No. 2 flaxseed stored on farms and in approved country warehouses shall be determined by deducting from the applicable basic terminal loan value an amount equal to 5 cents per bushel more than the appropriate freight rate, plus the 3 percent freight tax. The appropriate freight rate shall be the county average of the all-rail interstate freight rates in effect May 16, 1944, from all points in the county from which flaxseed will be shipped to the appropriate terminal market. (Loan values applicable to each county will be contained in C. C. C. Flaxseed Form 1 for each State.)

Loan values for flaxseed stored in approved warehouses, other than those situated in the terminal markets designated in § 255.4, which was shipped by rail, shall be determined by the regional director of Commodity Credit Corporation. Values at such storage points shall be determined on the basis of terminal values listed in § 255.4, with appropriate adjustment for freight.

§ 255.5 *Storage allowance.* A storage allowance of $.07 per bushel will be advanced, at the time the loan is made, only on the number of bushels placed under loan in farm storage, and shall be earned by the producer, (1) if the flaxseed is delivered to the Commodity Credit Corporation on or after March 31, 1945 in the States of Arizona and California, and April 30, 1945 in other States, or (2) if, pursuant to demand by the Corporation for repayment, the flaxseed is delivered to the Commodity Credit Corporation prior to such dates, provided such demand for repayment was not due to any fraudulent representations on the part of the producer, or the flaxseed was damaged, threatened with damage, abandoned, or otherwise impaired. If delivery is made prior to such dates, with the consent or approval of the Commodity Credit Corporation, a storage payment will be earned in accordance with the terms of the mortgage supplement. Earned storage shall be computed after delivery has been completed and any storage advance not earned shall be repaid to the Corporation. Storage payment cannot be earned on a greater number of bushels than is specified in the chattel mortgage.

§ 255.6 *Determination of quantity of flaxseed.* A bushel shall be 56 pounds of clean flaxseed free of dockage, when determined by weight, or 1.25 cubic feet of flaxseed testing 56 pounds per bushel when determined by measurement. A deduction of three-quarters of a pound for each sack will be made in determining the quantity of the collateral when stored as sacked grain. In determining the quantity of flaxseed in farm storage by measurement, fractional pounds of the bushel test weight for flaxseed testing less than 56 pounds per bushel will be disregarded, and the quantity determined as above will be the following percentages of the quantity determined for 56-pound flaxseed:

	Percent
For flaxseed testing 56 pounds or over	100
For flaxseed testing 55 pounds or over, but less than 56 pounds	98
For flaxseed testing 54 pounds or over, but less than 55 pounds	96
For flaxseed testing 53 pounds or over, but less than 54 pounds	94
For flaxseed testing 52 pounds or over, but less than 53 pounds	92
For flaxseed testing 51 pounds or over, but less than 52 pounds	90
For flaxseed testing 50 pounds or over, but less than 51 pounds	88
For flaxseed testing 49 pounds or over, but less than 50 pounds	85
For flaxseed testing 48 pounds or over, but less than 49 pounds	83
For flaxseed testing 47 pounds or over, but less than 48 pounds	81

§ 255.7 *Liens.* The flaxseed collateral must be free and clear of all liens except in favor of the lienholders listed in the space provided therefor in the chattel mortgage or note and loan agreement.

§ 255.8 *Maturity and interest rate.* Notes secured by farm-stored flaxseed, or by warehouse receipts representing flaxseed, shall mature on demand, or on March 31, 1945 for California and Arizona flaxseed or on June 30, 1945 for all other flaxseed. All loans will bear interest at the rate of 3 percent per annum. Notes evidencing such loans must be dated on or before January 31, 1945.

§ 255.9 *Lending agency.* Any bank, cooperative marketing association, or other corporation, partnership, or person making loans in accordance with these instructions, which has executed the Contract to Purchase on 1940 C.C.C. Form F.

§ 255.10 *Eligible paper.* Eligible paper shall consist of notes of the producers secured by chattel mortgages, or warehouse receipts representing flaxseed in existence, dated prior to October 31, 1944, for California and Arizona flaxseed, or dated prior to January 31, 1945 for all other flaxseed. Notes shall be executed in accordance with these instructions, with State documentary revenue stamps affixed thereto where required by law. Notes executed by an administrator, executor, or trustee, will be acceptable only where valid in law.

§ 255.11 *Purchase of loans.* Commodity Credit Corporation will purchase, without recourse, eligible paper, as defined above, only from lending agencies which have executed and delivered, to the office of Commodity Credit Corporation to which notes are submitted, Contract to Purchase, 1940 C.C.C. Form E, obtainable only from such offices.

Notes held by lending agencies must be tendered to Commodity Credit Corporation, for immediate or deferred purchase, within 10 days of written request, or at least 10 days prior to maturity in the absence of written demand. The purchase price to be paid by Commodity Credit Corporation for notes accepted will be the face amount of such notes, plus accrued interest, from the respective dates to the date of payment of the purchase price, at the rate of 1½ percent per annum. Under the terms of the Contract to Purchase, lending agencies are required to report weekly, on 1940 C.C.C. Form F, all payments or collections on producers' notes held by them, and to remit, with such report, to Commodity Credit Corporation, an amount equivalent to 1½ percent interest per annum on the principal amount collected from the date of the note to the date of payment.

§ 255.12 *Offices of Commodity Credit Corporation.* The locations and addresses of the regional directors previously referred to herein, and the areas served by them under these instructions, are:

Address	*Area*
208 South La Salle Street, Chicago, Ill.	Delaware, Illinois (except East St. Louis), Indiana, Kentucky, Maryland, Michigan, New York, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia, Southern Wisconsin, and States not otherwise listed.
Dwight Building, 1004 Baltimore Avenue, Kansas City, Mo.	Alabama, Arkansas, Colorado, Georgia, Florida, Kansas, Louisiana, Mississippi, Missouri (also East St. Louis), Nebraska, New Mexico, Oklahoma, South Carolina, Texas, Wyoming.
326 McKnight Building, Minneapolis, Minn.	Minnesota, Montana, North Dakota, South Dakota, Northern Wisconsin.
Artisans Building, 225 Southwest Broadway, Portland, Oreg.	Arizona, California, Idaho, Nevada, Oregon, Utah, Washington.

§ 255.13 *County agricultural conservation committee.* Forms may be obtained from county agricultural conservation committees or from the office of Commodity Credit Corporation. Pursuant to instructions, the State and county committees will determine, or cause to be determined, the quantity and grade of the flaxseed collateral, and the amount of the loan. All loan documents will be completed and approved by the county committee. In order to meet the cost of the local expenses, county agricultural conservation associations will collect a service fee for all loans.

§ 255.14 *Release of collateral.* The producer may obtain the return of notes secured by flaxseed at any time, prior to maturity, upon the payment of the principal amount due thereon, plus accrued interest. The loan paper may be sent to an approved bank for collection, or the producer may ascertain the amount due and remit directly to the office of Commodity Credit Corporation holding the paper. Partial releases of collateral may be arranged, with the county agricultural conservation committee, by paying to the holder of the note the loan value, plus accrued interest, for the flaxseed released.

Dated: June 8, 1944.

C. C. FARRINGTON,
Acting President.

[F. R. Doc. 44-9613; Filed, June 30, 1944; 3:30 p. m.]

TITLE 7—AGRICULTURE

Chapter XI—War Food Administration (Distribution Orders)

PART 1401—DAIRY PRODUCTS

[WFO 79-8, Amdt. 3]

FLUID MILK AND CREAM IN OMAHA-COUNCIL BLUFFS, SALES AREA

Pursuant to War Food Order No. 79 (8 F.R. 12426, 9 F. R. 4321, 4319), dated September 7, 1943, as amended, and to effectuate the purposes thereof, War Food Order No. 79-8 (8 F.R. 13372, 9 F.R. 4321, 4319), as amended, relative to the conservation and distribution of fluid milk, milk byproducts, and cream in the Omaha-Council Bluffs, milk sales area, is hereby further amended by deleting therefrom the provisions in § 1401.35 (h) and inserting, in lieu thereof, the following:

(h) *Quota exclusions and exemptions.* Deliveries of milk, milk byproducts, or cream (1) to other handlers, except for such deliveries to sub-handlers, (2) to plants engaged in the handling or processing of milk, milk byproducts, or cream from which no milk, milk byproducts, or cream is delivered in the sales area, (3) to nursery, elementary, junior high, and high schools, (4) hospitals, and (5) to the agencies or groups specified in (d) of the order, shall be excluded from the computation of deliveries in the base period and exempt from charges to quotas.

The provisions of this amendment shall become effective at 12:01 a. m. e. w. t., July 1, 1944. With respect to violations of said War Food Order No. 79-8, as amended, rights accrued, or liabilities incurred thereunder, prior to the effective time of this amendment, said War Food Order No. 79-8, as amended, shall continue in full force and effect for the purpose of sustaining any suit, action, or other proceeding with respect to any such violation, right, or liability.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 79, 8 F.R. 12426, 13283, 9 F.R. 4321, 4319)

Issued this 28th day of June 1944.

LEE MARSHALL,
Director of Distribution.

[F. R. Doc. 44-9554; Filed, June 29, 1944; 3:36 p. m.]

[WFO 79-48, Amdt. 3]

PART 1401—DAIRY PRODUCTS

FLUID MILK AND CREAM IN DES MOINES, IOWA, METROPOLITAN SALES AREA

Pursuant to War Food Order No. 79 (8 F.R. 12426, 9 F. R. 4321, 4319), dated September 7, 1943, as amended, and to effectuate the purposes thereof, War Food Order No. 79-48 (8 F. R. 14070, 9 F. R. 4321, 4319), as amended, relative to the conservation and distribution of fluid milk, milk byproducts, and cream in the Des Moines, Iowa, metropolitan milk sales area, is hereby further amended by deleting therefrom the provisions in § 1401.81 (i) and inserting, in lieu thereof, the following:

(i) *Quota exclusions and exemptions.* Deliveries of milk, milk byproducts, or cream (1) to other handlers, except for such deliveries to sub-handlers, (2) to plants engaged in the handling or processing of milk, milk byproducts, or cream from which no milk, milk byproducts, or cream is delivered in the sales area, (3) to nursery, elementary, junior high, and high schools, (4) hospitals, and (5) to the agencies or groups specified in (d) of WFO 79, shall be excluded from the computation of deliveries in the base period and exempt from charges to quotas.

The provisions of this amendment shall become effective at 12:01 a. m., e. w. t., July 1, 1944. With respect to violations of said War Food Order No. 79-48, as amended, rights accrued, or liabilities incurred thereunder, prior to the effective time of this amendment, said War Food Order No. 79-48, as amended, shall continue in full force and effect for the purpose of sustaining any suit, action, or other proceeding with respect to any such violation, right, or liability.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 79, 8 F.R. 12426, 13283, 9 F.R. 4321, 4319)

Issued this 28th day of June 1944.

LEE MARSHALL,
Director of Distribution.

[F. R. Doc. 44-9554; Filed, June 29, 1944; 3:36 p. m.]

[WFO 79-141, Amdt. 1]

PART 1401—DAIRY PRODUCTS

FLUID MILK AND CREAM IN GREATER PROVIDENCE, R. I., SALES AREA

Pursuant to War Food Order No. 79 (8 F.R. 12426, 9 F.R. 4321, 4319), dated September 7, 1943, as amended, and to effectuate the purposes thereof, War Food Order No. 79-141 (9 F.R. 2533, 9 F.R. 4321, 4319), as amended, relative to the conservation and distribution of fluid milk, milk byproducts, and cream in the Greater Providence, Rhode Island, milk sales area, is hereby further amended by deleting therefrom the provisions in § 1401.176 (i) and inserting, in lieu thereof, the following:

(i) *Quota exclusions and exemptions.* Deliveries of milk, milk byproducts, or cream (1) to other handlers, except for such deliveries to sub-handlers, (2) to plants engaged in the handling or processing of milk, milk byproducts, or cream from which no milk, milk byproducts, or cream is delivered in the sales area, (3) to nursery, elementary, junior high, and high schools, and (4) to the agencies or groups specified in (d) of WFO 79, shall be excluded from the computation of deliveries in the base period and exempt from charges to quotas.

The provisions of this amendment shall become effective at 12:01 a. m., e. w. t., July 1, 1944. With respect to violations of said War Food Order No. 79-141, as amended, rights accrued, or liabilities incurred thereunder, prior to the effective time of this amendment, said War Food Order No. 79-141, as amended, shall continue in full force and effect for the purpose of sustaining any suit, action, or other proceeding with respect to any such violation, right, or liability.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 79, 8 F.R. 12426, 13283, 9 F.R. 4321, 4319)

Issued this 28th day of June 1944.

LEE MARSHALL,
Director of Distribution.

[F. R. Doc. 44-9557; Filed, June 29, 1944; 3:36 p. m.

[WFO 79-85, Amdt. 2]

PART 1401—DAIRY PRODUCTS

FLUID MILK AND CREAM IN SIOUX CITY, IOWA, METROPOLITAN SALES AREA

Pursuant to War Food Order No. 79 (8 F.R. 12426, 9 F.R. 4321, 4319), dated September 7, 1943, as amended, and to effectuate the purposes thereof, War Food Order No. 79-85 (8 F.R. 14723, 9 F.R. 4321, 4319), as amended, relative to the conservation and distribution of fluid milk, milk byproducts, and cream in the Sioux City, Iowa, metropolitan milk sales area, is hereby further amended by deleting therefrom the provisions in § 1401.119 (i) and inserting, in lieu thereof, the following:

(i) *Quota exclusions and exemptions.* Deliveries of milk, milk byproducts, or cream (1) to other handlers, except for such deliveries to sub-handlers, (2) to plants engaged in the handling or processing of milk, milk byproducts, or cream from which no milk, milk byproducts, or cream is delivered in the sales area, (3) to nursery, elementary, junior high, and high schools, (4) hospitals, and (5) to the agencies or groups specified in (d) of WFO 79, shall be excluded from the computation of deliveries in the base period and exempt from charges to quotas.

The provisions of this amendment shall become effective at 12:01 a. m., e. w. t., July 1, 1944. With respect to violations of said War Food Order No. 79-85, as amended, rights accrued, or liabilities incurred thereunder, prior to the effective time of this amendment, said War Food Order No. 79-85, as amended, shall continue in full force and effect for the purpose of sustaining any suit, action, or other proceeding with respect to any such violation, right, or liability.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 79, 8 F.R. 12426, 13283, 9 F.R. 4321, 4319)

Issued this 28th day of June 1944.

LEE MARSHALL,
Director of Distribution.

[F. R. Doc. 44-9555; Filed, June 29, 1944; 3:36 p. m.

[WFO 79-95, Amdt. 2]

PART 1401—DAIRY PRODUCTS

FLUID MILK AND CREAM IN LINCOLN, NEBR., SALES AREA

Pursuant to War Wood Order No. 79 (8 F.R. 12426, 9 F.R. 4321, 4319), dated September 7, 1943, as amended, and to effectuate the purposes thereof, War Food Order No. 79-95 (8 F.R. 15479, 9 F.R. 4321, 4319), as amended, relative to the conservation and distribution of fluid milk, milk byproducts, and cream in the Lincoln, Nebraska, milk sales area, is hereby further amended by deleting therefrom the provisions in § 1401.124 (i) and inserting, in lieu thereof, the following:

(i) *Quota exclusions and exemptions.* Deliveries of milk, milk byproducts, or cream (1) to other handlers, except for such deliveries to sub-handlers, (2) to plants engaged in the handling or processing of milk, milk byproducts, or cream from which no milk, milk byproducts, or cream is delivered in the sales area, (3) to nursery, elementary, junior high, and high schools, (4) hospitals, and (5) to the agencies or groups specified in (d) of WFO 79, shall be excluded from the computation of deliveries in the base period and exempt from charges to quotas.

The provisions of this amendment shall become effective at 12:01 a. m., e. w. t., July 1, 1944. With respect to violations of said War Food Order No. 79-95, as amended, rights accrued, or liabilities incurred thereunder, prior to the effective time of this amendment, said War Food Order No. 79-95, as amended, shall continue in full force and effect for the purpose of sustaining any suit, action, or other proceeding with respect to any such violation, right, or liability.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 79, 8 F. R. 12426, 13283, 9 F.R. 4321, 4319)

Issued this 28th day of June 1944.

LEE MARSHALL,
Director of Distribution.

[F. R. Doc. 44-9556; Filed, June 29, 1944; 3:36 p. m.

[WFO 55, Amdt. 2]

PART 1405—FRUITS AND VEGETABLES

CALIFORNIA PLUMS

War Food Order No. 55, as amended, 9 F.R. 4321, 4319 (originally designated as Food Distribution Order No. 55, 8 F.R. 7626, as issued on June 7, 1943, and as amended, 8 F.R. 10061), is further amended to read as follows:

§ 1405.7 *Restrictions relative to the shipment of plums*—(a) *Definitions.* (1) "Plums" means any and all strains of any and all varieties of plums in fresh form grown in the State of California.

(2) "Person" means any individual, partnership, corporation, association, business trust, or any organized group of persons, whether incorporated or not.

(3) "Ship" means to ship plums by private carrier or common carrier from a point within California to a point outside California.

(4) "U. S. No. 2 grade" means U. S. No. 2 grade as defined in "U. S. Standards for Plums and Prunes (Fresh)," issued by the U. S. Department of Agriculture on May 28, 1937, and reissued by the Food Distribution Administration on January 18, 1943, and as in effect at the time of shipment of any particular lot of plums subject to this order.

(5) Each term defined in the aforesaid "U. S. Standards for Plums and Prunes (Fresh)" shall, unless otherwise distinctly expressed or manifestly incompatible with the intent hereof, have the same meaning when used herein as is set forth for the respective term in the "U. S. Standards for Plums and Prunes (Fresh)."

(6) "Director" means the Director of Distribution, War Food Administration.

(b) *Restrictions.* (1) No person may, after July 1, 1944, ship plums which do not meet the requirements of U. S. No. 2 grade: *Provided*, That not more than 10 percent of the plums in any package or container may fail to meet the requirements of said U. S. No. 2 grade, but not more than one-half of this amount, or 5 percent of the plums in any package or container, may be seriously damaged by worms, sunscald, or heat, and of said 5 percent not more than one-fifth, or 1 percent of the plums in any such package or container, may show decay: *Provided further*, That hail damage, with respect to any plum, which in depth does not exceed 3/64 of the minimum diameter of the plum and which in diameter of the aggregate surface area of such hail damage does not exceed one-half of the minimum diameter of the plum shall not be considered serious damage; and plums having such hail damage which is not serious damage may be shipped if they otherwise meet the provisions of this order.

(2) The Director may require any shipper to have any lot of plums inspected by an authorized representative of the Federal-State inspection service prior to the shipment of such plums.

(3) Each person shall submit promptly to the Director, 220 Federal Building, P. O. Box No. 230, Sacramento, California, a Federal-State shipping point inspection certificate covering each lot or shipment of plums shipped by him and inspected by an authorized representative of the Federal-State inspection service, whether or not such inspection has been required pursuant to the provisions of this order, stating: (i) the grade of the plums contained in such lot or shipment, or (ii) that the plums in such lot or shipment meet the requirements set forth in this order.

(4) Any assessment due from a handler pursuant to the provisions of War Food Order No. 55, as amended prior to the effective date hereof, shall be collected by the program manager, previously designated under War Food Order No. 55, as amended; and said program manager shall pay all outstanding obligations of the program manager for expenses necessarily incurred prior to the effective date hereof in accordance with the provisions of said War Food Order No. 55, as amended. The said program manager shall, within a reasonable period of time, sell all of the office furniture, office equipment, and other property of the program manager acquired with funds obtained as assessments from handlers prior to the effective date hereof, and in all respects entirely liquidate the affairs of said program manager for the period ending with the effective date hereof. The surplus, if any, in the hands of the program manager as a result of the aforesaid liquidation shall be refunded to the contributing handlers; and such surplus shall be disbursed among the handlers pro rata in proportion to their contribution to the funds. The liquidation, as aforesaid, shall be completed prior to September 1, 1944: *Provided*, That the Director may, if he determines that an additional period of time is reasonably necessary, extend the period in which the liquidation shall be completed.

(c) *Audits and inspections.* The Director shall be entitled to make such audit or inspection of the books, records and other writings, premises or stocks of plums of any person, and to make such investigations, as may be necessary or appropriate, in the Director's discretion, to the enforcement or administration of the provisions of this order.

(d) *Records and reports.* (1) The Director shall be entitled to obtain such information from, and require such reports and the keeping of such records by, any person, as may be necessary or appropriate, in the Director's discretion, to the enforcement or administration of the provisions of this order.

(2) Every person subject to this order shall, for at least two years (or for such period of time as the Director may designate), maintain an accurate record of his transactions in plums.

(e) *Petition for relief from hardship.* Any person affected by this order who considers that compliance herewith would work an exceptional and unreasonable hardship on him may apply in writing for relief to the Director, setting forth in such petition all pertinent facts and the nature of the relief sought. The Director may thereupon take such action as he deems appropriate, which action shall be final.

(f) *Violations.* Any person who violates any provision of this order may, in accordance with the applicable procedure, be prohibited from receiving, making any deliveries of, or using plums. In addition, any person who wilfully violates any provision of this order is guilty of a crime and may be prosecuted under any and all applicable laws. Further, civil action may be instituted to enforce any liability or duty created by, or to enjoin any violation of, any provision of this order.

(g) *Delegation of authority.* The administration of this order and the powers vested in the War Food Administrator, insofar as such powers relate to the administration of this order, are hereby delegated to the Director. The Director is authorized to redelegate to any employee of the United States Department of Agriculture any or all of the authority vested in him by this order.

(h) *Communications.* All reports required to be filed hereunder and all communications, other than those required to be submitted pursuant to (b) (3) hereof, concerning this order shall, unless instructions to the contrary are issued by the Director, be addressed to the Director of Distribution, War Food Administration, Washington 25, D. C., Ref. WFO-55.

(i) *Effective date.* This amendment shall become effective at 12:01 a. m., e. w. t., July 1, 1944. With respect to violations, rights accrued, liabilities incurred, or appeals taken under said War Food Order No. 55, as amended, prior to the effective time of the provisions hereof, all of the provisions of War Food Order No. 55, as amended, in effect prior to the date of issuance hereof, shall be deemed to continue in full force and effect for the purpose of sustaining any proper suit, action, or other proceeding with respect to any such violation, right, liability, or appeal.

NOTE: All reporting and record-keeping requirements of this order have been approved by, and subsequent reporting and record-keeping requirements will be subject to the approval of, Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(E.O. 9280, 7 F.R. 10179 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 30th day of June 1944.

ASHLEY SELLERS,
Acting War Food Administrator.

[F. R. Doc. 44-9614; Filed, June 30, 1944; 8:34 p. m.]

[WFO 65 and WFO 65-1, Termination]

PART 1405—FRUITS AND VEGETABLES

BARTLETT AND BEURRE HARDY PEARS GROWN IN CALIFORNIA, OREGON, OR WASHINGTON

War Food Order No 65 (8 F.R. 9905, 9 F.R. 4319, 4321) and War Food Order No. 65-1 (8 F.R. 10604, 9 F.R. 4319, 4321), are hereby terminated.

This order shall become effective at 12:01 a. m., e. w. t., July 1, 1944. With respect to violations of said War Food Order No. 65 or War Food Order No. 65-1, rights accrued, liabilities incurred, or appeals taken under said orders, prior to the effective time of the termination thereof, said War Food Order No. 65 and War Food Order No. 65-1 shall continue in full force and effect for the purposes of sustaining any suit, action, or other proceeding with respect to any such violation, right, liability, or appeal.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 30th day of June 1944.

ASHLEY SELLERS,
Acting War Food Administrator.

[F. R. Doc. 44-9690; Filed, July 1, 1944; 12:25 p. m.]

[WFO 44, Amdt. 3]

PART 1465—FISH AND SHELLFISH

RESTRICTIONS ON 1944 PACK OF CANNED FISH

War Food Order No. 44, as amended (8 F.R. 4227; 9 F.R. 4321, 4319), is further amended to read as follows:

§ 1465.20 *Restrictions relative to the 1944 pack of canned fish*—(a) *Definitions.* (1) "Canner" means any person who is the first owner of canned fish.

(2) "Can" means (i) to pack fish in the Continental United States or in the Territory of Alaska for commercial purposes in hermetically sealed metal or glass containers and (ii) to sterilize the fish packed in such containers by the use of heat.

(3) "Person" means any individual, partnership, association, business trust, corporation, or any organized group of persons, whether incorporated or not.

(4) "1944 pack" means the total net weight of canned fish of each class designated in (b) (1) hereof, for the respective period indicated therein.

(5) "Director" means the Director of Distribution, War Food Administration.

(6) "Government agency" means the War Food Administration (including, but not being limited to, any corporate agency thereof) and any other agency or instrumentality of the United States designated by the Director.

(b) *Restrictions on canners.* (1) No canner may sell or deliver any canned fish of his 1944 pack except as permitted by the provisions of this order. The fish subject to the provisions of this order are, by classes, designated as follows:

Class 1. Salmon: Red, sockeye, or blueback (Oncorhynchus nerka). For the period March 1, 1944, to February 28, 1945, both dates inclusive) Quota percentage pursuant to (b) (2) hereof: 60 percent.

Class 2. Salmon: Pink (Oncorhynchus gorbuscha). (For the period March 1, 1944, to February 28, 1945, both dates inclusive) Quota percentage pursuant to (b) (2) hereof: 60 percent.

Class 3. Salmon: Silver, silverside, medium red, or coho (Oncorhynchus kisutch). (For the period March 1, 1944, to February 28, 1945, both dates inclusive) Quota percentage pursuant to (b) (2) hereof: 60 percent.

Class 4. Salmon: King, chinook, or spring (Oncorhynchus tschawytscha). (For the period March 1, 1944, to February 28, 1945, both dates inclusive) Quota percentage pursuant to (b) (2) hereof: 60 percent.

Class 5. Salmon: Chum or keta (Oncorhynchus keta). (For the period March 1, 1944, to February 28, 1945, both dates inclusive) Quota percentage pursuant to (b) (2) hereof: 40 percent.

Class 6. Pilchard (Sardinia caerulea) by whatever name known, including, but not being limited to, sardines. (For the period March 1, 1944, to June 24, 1944, both dates inclusive) Quota percentage pursuant to (b) (2) hereof: 45 percent. (For the period June 25, 1944, to February 28, 1945, both dates inclusive). Quota percentage pursuant to (b) (2) hereof: 55 percent.

Class 7. Atlantic sea herring (Clupea harengus) by whatever name known, including, but not being limited to, sardines. (For the period March 1, 1944, to June 24, 1944, both dates inclusive) Quota percentage pursuant to (b) (2) hereof: 45 percent. (For the period June 25, 1944, to February 28, 1945, both dates inclusive) Quota percentage pursuant to (b) (2) hereof: 55 percent.

Class 8. Atlantic mackerel (Scomber scombrus). (For the period March 1, 1944, to June 24, 1944, both dates inclusive) Quota percentage pursuant to (b) (2) hereof: 45 percent. (For the period June 25, 1944, to February 28, 1945, both dates inclusive) Quota percentage pursuant to (b) (2) hereof: 55 percent.

Class 9. Pacific mackerel (pneumatorphorus, japonicus diego) and Pacific horse mackerel (Trachurus symmetricus). (For the period March 1, 1944, to June 24, 1944, both dates inclusive) Quota percentage pursuant to (b) (2) hereof: 45 percent. (For the period June 25, 1944, to February 28, 1945, both dates inclusive) Quota percentage pursuant to (b) (2) hereof: 55 percent.

(2) Sixty percent, by net weight, of each canner's 1944 pack of each class numbered 1 to 4, inclusive (designated in (b) (1) hereof), 40 percent, by net weight, of each canner's 1944 pack of class 5 (designated in (b) (1) hereof), 45 percent, by net weight, of each canner's 1944 pack of each class numbered 6 to 9, inclusive (designated in (b) (1) hereof for the period March 1, 1944, to June 24, 1944, both dates inclusive), and 55 percent, by net weight, of each canner's 1944 pack of each class numbered 6 to 9, inclusive (designated in (b) (1) hereof for the period June 25, 1944, to February 28, 1945, both dates inclusive), are hereby established as each canner's respective quotas of his 1944 pack for sale or delivery to government agencies. No canner may sell or deliver, in the aggregate, to government agencies a total quantity, by net weight, of his 1944 pack of the fish of any class (designated in (b) (1) hereof) in excess of a quantity of canned fish equal to the percentage of his 1944 pack of such class plus 60,000 pounds, by net weight, of the canned fish of the 1944 pack of such class.

(3) For each 60 pounds of canned fish of any class numbered 1 to 4, inclusive (designated in (b) (1) hereof), which a canner has sold or delivered to any government agency or with respect to which he has submitted to any government agency a written tender of delivery of such canned fish in compliance with a written contract between such canner and such government agency, such canner may sell or deliver 40 pounds of canned fish of the same class to persons other than a government agency: *Provided*, That, prior to the time of each such written tender, such canner had obtained, with respect to the canned fish included in such written tender, an inspection certificate, issued by an inspection service approved by the government agency to which the tender has been made, indicating that such canned fish meets all the specifications set forth in such canner's aforesaid written contract for such canned fish.

(4) For each 40 pounds of canned fish of the class numbered 5 (designated in (b) (1) hereof) which a canner has sold or delivered to any government agency or with respect to which he has submitted to any government agency a written tender of delivery of such canned fish in compliance with a written contract between such canner and such government agency, such canner may sell or deliver 60 pounds of canned fish of the same class to persons other than a government agency: *Provided*, That, prior to the time of each such written tender, such canner had obtained, with respect to the canned fish included in such written tender, an inspection certificate, issued by an inspection service approved by the government agency to which the tender has been made, indicating that such canned fish meets all the specifications set forth in such canner's aforesaid written contract for such canned fish.

(5) For each 45 pounds of canned fish of any class numbered 6 to 9, inclusive (designated in (b) (1) hereof for the period March 1, 1944, to June 24, 1944, both dates inclusive), which a canner has sold or delivered to any government agency or with respect to which he has submitted to a government agency a written tender of delivery of such canned fish in compliance with a written contract between such canner and such government agency, such canner may sell or deliver 55 pounds of canned fish of the same class to persons other than a government agency: *Provided*, That, prior to the time of each such written tender, such canner had obtained, with respect to the canned fish included in such written tender, an inspection certificate, issued by an inspection service approved by the government agency to which the tender has been made, indicating that such canned fish meets all the specifications set forth in such canner's aforesaid written contract for such canned fish.

(6) For each 55 pounds of canned fish of any class numbered 6 to 9, inclusive (designated in (b) (1) hereof for the period June 25, 1944, to February 28, 1945, both dates inclusive), which a canner has sold or delivered to any government agency or with respect to which he has submitted to any government agency a written tender of delivery of such canned fish in compliance with a written contract between such canner and such government agency, such canner may sell or deliver 45 pounds of canned fish of the same class to persons other than a government agency: *Provided*, That, prior to the time of each such written tender, such canner had obtained, with respect to the canned fish included in such written tender, an inspection certificate, issued by an inspection service approved by the government agency to which the tender has been made, indicating that such canned fish meets all the specifications set forth in such canner's aforesaid written contract for such canned fish.

(7) If any canner's 1944 pack of canned fish of any class (designated in (b) (1) hereof) is less than 4,800 pounds, such canner may consider such canned fish as a part of his 1944 pack of canned fish of any other class (designated in (b) (1) hereof).

(8) The Director may issue specifications at any time relative to the packing of the canned fish, the containers, container treatment, can marking, labeling, boxing, and strapping in connection therewith, or he may authorize any government agency to issue such specifications. Each person subject to the provisions of this order shall comply with such specifications, issued by the Director or the government agency authorized by the Director to issue such specifications, applicable to the canned fish processed by such person.

(c) *Inspection and grading.* All canned fish subject to the provisions of this order shall be subject to inspection and grading at any time by the Director or any government agency authorized by the Director to make such inspection and grading.

(d) *Contracts.* The restrictions of this order shall be observed without regard to contracts heretofore or hereafter entered into, or any rights accrued or payments made thereunder. This order shall not, however, be construed as reducing the amount of canned fish of the 1944 pack which any person is required to offer or deliver pursuant to contracts heretofore or hereafter entered into with any government agency.

(e) *Records and reports.* (1) The Director shall be entitled to obtain such information from, and require such reports and the keeping of such records by, any person, as may be necessary or appropriate, in the Director's discretion, to the enforcement or administration of the provisions of this order.

(2) Every person subject to this order shall, for at least two years (or for such period of time as the Director may designate), maintain an accurate record of his transactions in canned fish.

(f) *Audits and inspections.* The Director shall be entitled to make such audit or inspection of the books, records and other writings, premises or stocks of canned fish of any person, and to make such investigations, as may be necessary or appropriate, in the Director's discretion, to the enforcement or administration of the provisions of this order.

(g) *Applicability of order.* Any person doing business in one or more of the 48 States, the District of Columbia, or the Territory of Alaska, is subject to the provisions hereof, but the provisions hereof shall not apply to any person doing business in any other Territory or Possession of the United States with respect to such business.

(h) *Violations.* Any person who violates any provision of this order may, in accordance with the applicable procedure, be prohibited from receiving, making any deliveries of, or using canned fish, or any other material subject to priority or allocation control by any governmental agency. In addition, any person who wilfully violates any provision of this order is guilty of a crime and may be prosecuted under any and all applicable laws. Further, civil action may be instituted to enforce any liability or duty created by, or to enjoin any violation of, any provision of this order.

(i) *Delegation of authority.* The administration of this order and the powers vested in the War Food Administrator, insofar as such powers relate to the administration of this order, are hereby delegated to the Director. The Director is authorized to redelegate to any employee of the United States Department of Agriculture any or all of the authority vested in him by this order; and one such employee shall be designated by the Director to serve as Order Administrator.

(j) *Petition for relief from hardship.* Any person affected by this order who considers that compliance herewith would work an exceptional and unreasonable hardship on him may apply in writing for relief to the Director, setting forth in such petition all pertinent facts and the nature of the relief sought. The Director may thereupon take such action as he deems appropriate, which action shall be final.

(k) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise provided herein or in instructions issued by the Director, be addressed to the Director of Distribution, War Food Administration, Washington, 25, D. C. Ref. WFO–44.

(l) *Effective date.* The provisions of this order shall become effective at 12:01 a. m., e. w. t., June 25, 1944. With respect to violations, rights accrued, liabilities incurred, or appeals taken under War Food Order No. 44, as amended, prior to the effective time of the provisions hereof, the provisions of said War Food Order No. 44, as amended, in effect prior to the effective time hereof shall be deemed to continue in full force and effect for the purpose of sustaining any proper suit, action, or other proceeding with respect to any such violation, right, liability, or appeal.

NOTE: All record-keeping requirements of this order have been approved by, and subsequent reporting and record-keeping requirements will be subject to the approval of, Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 29th day of June 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 44–9552; Filed, June 29, 1944; 3:36 p. m.]

[WFO 72, Amdt. 2]

PART 1465—FISH AND SHELLFISH

ALLOCATION OF IMPORTED SALTED FISH

War Food Order No. 72, as amended (8 F.R. 10970; 9 F.R. 4321, 4319), is further amended to read as follows:

§ 1465.23 *Regulations relative to the importation of salted fish into the United States*—(a) *Definitions.* (1) "Person" means any individual, partnership, association, business trust, corporation, or any organized group of persons, whether incorporated or not.

(2) "Salted fish" means any one or more of the following species of fish if cured or preserved in any manner with the use of salt, but does not mean the following species of fish if smoked or packed in air-tight containers: Cod (Gadus macrocephalus and Gadus callarias), haddock (Melanogrammus aeglefinus), hake (Urophycis species and Merluccius productus), pollock (Pollachius virens), cusk (Brosmius brosme), ling (Molva molva), and saithe (Gadus virens).

(3) "Dry" means to arrange salted fish in a single layer only and to reduce the moisture content of such salted fish to a desired percentage, by weight, by exposing such salted fish (i) to the sun and air or (ii) to artificially created currents of air in specially constructed dryers.

(4) "Green-salted fish," "wet-salted fish," "pickle-cured fish," or "kench-cured fish" means salted fish which (i) is neither skinned nor boned (except that the vertebral column may be removed), (ii) has not been dried, and (iii) contains more than 43 percent of moisture, by weight.

(5) "Semi-dried fish" or "soft-cured fish" means salted fish which (i) is neither skinned nor boned (except that the vertebral column may be removed), (ii) has been dried, and (iii) contains more than 43 percent of moisture, by weight.

(6) "Dried fish" or "dry-salted fish" means salted fish which (i) is neither skinned nor boned (except that the vertebral column may be removed), (ii) has been dried, and (iii) contains not more than 43 percent of moisture, by weight.

(7) "Boneless fish" means salted fish, whether or not dried, which is skinned or boned, wholly or partially.

(8) "1944 pack" means the salted fish produced from fish caught during the calendar year of 1944.

(9) "Import" means, except as used in (e) hereof, (i) to enter for consumption in the continental United States from any foreign country, including, but not being limited to, the Treaty Coasts defined in the Treaty of October 20, 1818, between the United States and Great Britain, entitled "Convention Respecting Fisheries, Boundary, and the Restoration of Slaves," proclaimed on January 30, 1819, or (ii) to withdraw from the bonded custody of the United States Bureau of Customs (bonded warehouse) in the continental United States, for consumption in the continental United States.

(10) "Import" as used in (e) hereof means (i) to enter for consumption in Puerto Rico or the Virgin Islands from any foreign country, including, but not being limited to, the Treaty Coasts defined in the aforesaid Treaty of October 20, 1818, between the United States and Great Britain, or (ii) to withdraw (*a*) from the bonded custody of the United States Bureau of Customs (bonded warehouse) in Puerto Rico for consumption in Puerto Rico or (*b*) from the bonded custody of the United States Bureau of Customs (bonded warehouse) in the Virgin Islands for consumption in the Virgin Islands.

(11) "Importer" means any person who is the first owner, in the continental United States, of imported salted fish; and it is immaterial, in determining whether a person is an importer, whether or not the United States import duty, if any, or any other payment was made through or by a customs broker, nominal consignee, or other agent.

(12) "Director" means the Director of Distribution, War Food Administration.

(13) "Government agency" means (i) the Armed Services of the United States (excluding, for the purpose of this order, United States Army Post Exchanges, United States Navy Ships' Service Departments, and United States Marine Corps Post Exchanges); (ii) the War Food Administration (including, but not being limited to, any corporate agency thereof); (iii) the War Shipping Administration; (iv) the Veterans' Administration; and (v) any other instrumentality or agency designated by the War Food Administrator.

(14) "Armed Services of the United States" means the Army, the Navy, the Marine Corps, and the Coast Guard of the United States.

(b) *Allocations.* (1) No person shall import, or have imported for his account, into the continental United States, for consumption in the continental United States, any salted fish except in accordance with an allocation hereunder and pursuant to the provisions of this order.

(2) Unless otherwise ordered by the Director, each person is (subject to the limitation of the quota determined hereunder, the other provisions hereof, and to the import authorization under War Production Board Order M–63 (8 F.R. 8818), as amended and supplemented) hereby authorized to import, or have imported for his account, from the 1944 pack for consumption in the continental United States (i) from the Dominion of Canada not more than 60 percent, net weight, of the quantity of salted fish imported therefrom in 1942 of which such person was the importer; (ii) from New-

foundland not more than 65 percent, net weight, of the quantity of salted fish imported therefrom in 1942 of which such person was the importer; (iii) from Greenland not more than 70 percent, net weight, of the quantity of salted fish imported from Iceland in 1942 of which such person was the importer. Each quantity of salted fish imported in 1942 by, or for the account of, any such person for the use of any government agency or sold in 1942 to any government agency by such person subsequent to the importation of such salted fish shall be excluded from the aforesaid computation of such person's quota. The quota of salted fish which may be imported pursuant hereto shall be computed on the basis of dry-salted fish and may be imported as any one or more of the kinds of salted fish specified, respectively, in (a) (4), (5), (6), and (7) hereof: *Provided*, That the following conversion factors shall be applied in determining such quota and the quantity of salted fish to be imported pursuant to such quota: 1 pound of dried fish or dry-salted fish equals: (i) 1.75 pounds of green-salted fish, wet-salted fish, pickle-cured fish, or kench-cured fish; (ii) 1.5 pounds of semi-dried fish or soft-cured fish; (iii) 1 pound of boneless fish.

(3) Each person shall, prior to importing salted fish, submit to the Director, not later than July 15, 1944, a statement, with respect to each lot of imported salted fish of which such person was the importer in the calendar years 1942 and 1943, respectively, and in 1944 prior to the effective date hereof, showing: (i) the country of origin; (ii) the name of the shipper; (iii) the quantity; (iv) the date and port of entry (including the entry number, if available); (v) the rate of duty paid; (vi) the name of the person making the United States Customs entry or withdrawal from the bonded custody of the United States Bureau of Customs; and (vii) the quantity of salted fish sold, in the calendar years 1942 and 1943, respectively, and in 1944 prior to the effective date hereof, by such person to a government agency and the name of such government agency. The Director shall, from the information submitted to him and from such other information as may be available to him, determine, in accordance with the provisions of this order, each person's quota of salted fish which may be imported by, or for the account of, such person from the 1944 pack of salted fish: *Provided*, That the quantity of salted fish from the 1944 pack which was imported in 1944 prior to the effective date of this order by, or for the account of, any such person, shall be deducted in computing the respective person's quota, except that any such quantity of such salted fish which was imported by, or for the account of, such person for the use of any government agency or was sold in 1944 by such person, subsequent to the importation of such salted fish and prior to the effective date hereof, to any government agency shall not be deducted in computing such person's quota. The Director shall notify each person who complies with the provisions hereof relative to the respective person's quota determined pursuant hereto; and no such person shall import, or have imported for his account, any salted fish in excess of his quota. No quota shall be allocated, except under (i) hereof with respect to petitions for relief from hardship, to any person who fails to submit to the Director the aforesaid information on or before July 15, 1944, as required by this order.

(4) Each person's quota pursuant hereto is on condition that he shall (i) contract, on or before July 31, 1944, for the purchase of the entire quota of salted fish allocated hereunder to such person and (ii) submit to the Director, on or before August 10, 1944, a copy of each such contract: *Provided*, That no such contract need be submitted with respect to salted fish which are the product of the Dominion of Canada or which are the product of American fisheries and are from the Treaty Coasts or regions described in the aforesaid Treaty of October 20, 1818, between the United States and Great Britain.

(c) *Additional allocations.* The Director may hereafter allocate among other persons, as well as to the War Food Administration (including, but not being limited to, any corporate agency thereof), (1) any portion of a person's quota which such person notifies the Director will not be used by such person; (2) any person's quota which is not allocated to such person because of his failure to comply with the provisions of (b) (3) and (4) hereof; (3) any portion of any person's quota which is revoked in accordance with the applicable procedure as specified in (j) hereof; and (4) all other quantities of salted fish which, from time to time, the Director may determine to be available for importation. The Director may prescribe such methods and conditions of such subsequent allocations as may be necessary or appropriate, in his discretion, to the enforcement or administration of the provisions of this order; and each person who receives an allocation pursuant to the provisions of this paragraph (c) may import, or have imported for his account, the salted fish covered by such allocation.

(d) *Exemption from quota restrictions.* The provisions of this order shall not be construed as restricting the importation of salted fish of the 1944 pack by or for a government agency: *Provided*, That any such importation of salted fish by or for a government agency shall be free from regulation hereunder only if, with respect to each such importation, a certificate is issued prior to the importation of the salted fish of the 1944 pack, by the Quartermaster General of the Army, the Chief of the Bureau of Supplies and Accounts or the Chief of the Bureau of Naval Personnel of the Navy, the Commandant of the United States Coast Guard, the Quartermaster of the United States Marine Corps, the Administrator of the War Shipping Administration, the Director of the Veterans' Administration, the Director, or the duly authorized representative of any of the foregoing, and such certificate (1) is issued to the person having the prime contract with a government agency, and (2) specifies the following: the name of the importer supplying such salted fish and that such salted fish are for direct Army, Navy, Coast Guard or Marine Corps issue or for contract feeding of the Army, the Navy, the Coast Guard, or the Marine Corps personnel, or for consumption on ships operating under the War Shipping Administration. Each person who asserts that a particular importation and delivery of salted fish is for a government agency and is, therefore, exempt from quota restriction under this order, shall promptly submit to the Director a copy of each such certificate, and certify to the Director that such is a true and correct copy of the certificate issued, as aforesaid.

(e) *Restrictions relative to Puerto Rico and the Virgin Islands.* No person other than the War Food Administration (including, but not being limited to, any corporate agency thereof) may import any salted fish of the 1944 pack into Puerto Rico or the Virgin Islands.

(f) *Audits and inspections.* The Director shall be entitled to make such audit and inspection of the books, records and other writings, premises or stocks of salted fish of any person, and to make such investigations, as may be necessary or appropriate, in the Director's discretion, to the enforcement or administration of the provisions of this order.

(g) *Records and reports.* (1) The Director shall be entitled to obtain such information from, and require such reports and the keeping of such records by, any person, as may be necessary or appropriate, in the Director's discretion, to the enforcement or administration of the provisions of this order.

(2) Every person subject to this order shall, for at least two years (or for such period of time as the Director may designate), maintain an accurate record of his transactions in salted fish.

(h) *Contracts.* The restrictions of this order shall be observed without regard to contracts heretofore or hereafter entered into, or any rights accrued or payments made thereunder. This order shall not, however, be construed as reducing the amount of salted fish which any person is required to offer or deliver pursuant to contracts heretofore or hereafter entered into with any government agency.

(i) *Petition for relief from hardship.* Any person affected by this order who considers that compliance herewith would work an exceptional or unreasonable hardship on him may file a petition for relief with the Order Administrator. Such petition shall be addressed to Order Administrator, War Food Order No. 72, Office of Distribution, War Food Administration, Washington 25, D. C. Petition for such relief shall be in writing and shall set forth all pertinent facts and the nature of the relief sought. The Order Administrator may take any action with reference to such petition which is consistent with the authority delegated to him by the Director. If the petitioner is dissatisfied with the action taken by the Order Administrator on the petition, he shall obtain, by requesting the Order Administrator therefor, a review of such action by the Director. The Director may, after said review, take such action as he deems appropriate, and such action shall be final. The provisions of this paragraph (i) shall not be construed to deprive the Director of authority to consider originally any petition for relief from hardship submitted in accordance herewith. The Director may consider any such petition and take such action with reference thereto that he deems appropriate, and such action shall be final.

(j) *Violations.* Any person who violates any provision of this order may, in accordance with the applicable procedure, be prohibited from receiving, making any deliveries of, or using salted fish, or any other material subject to priority or allocation control by any governmental agency. In addition, any person who wilfully violates any provision of this order is guilty of a crime and may be prosecuted under any and all applicable laws. Further, civil action may be instituted to enforce any liability or duty created by, or to enjoin any violation of, any provision of this order.

(k) *Delegation of authority.* The administration of this order and the powers vested in the War Food Administrator, insofar as such powers relate to the administration of this order, are hereby delegated to the Director. The Director is authorized to redelegate to any employee of the United States Department of Agriculture any or all of the authority vested in him by this order; and one such employee shall be designated by the Director to serve as Order Administrator.

(l) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise provided herein or in instructions issued by the Director, be addressed to the Order Administrator, WFO 72, Office of Distribution, War Food Administration, Washington 25, D. C.

(m) *Effective date.* This order shall become effective at 12:01 a. m., e. w. t., June 29, 1944. With respect to violations, rights accrued, liabilities incurred, or appeals taken under said War Food Order No. 72, as amended, prior to the effective time of the provisions hereof, the provisions of War Food Order No. 72, as amended, in effect prior to the effective time hereof shall be deemed to continue in full force and effect for the purpose of sustaining any proper suit, action, or other proceeding with regard to any such violation, right, liability, or appeal.

NOTE: All reporting and record-keeping requirements of this order have been approved by, and subsequent reporting and record-keeping requirements will be subject to the approval of, Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(E. O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 28th day of June, 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 44-9536; Filed, June 29, 1944; 12:15 p. m.]

TITLE 8—ALIENS AND NATIONALITY

Chapter I—Immigration and Naturalization Service

PART 110—PRIMARY INSPECTION AND DETENTION

PART 166—ALIENS' BORDER CROSSING IDENTIFICATION CARDS

JUNE 27, 1944.

Sections 110.54, 110.55, 110.56, 110.57, 110.58, 110.60, 110.61, and 110.62, Title 8, Chapter I, Code of Federal Regulations, are hereby repealed.

The following new Part 166 is added to Title 8, Chapter I, Code of Federal Regulations:

Sec.

166.1 Resident alien's border crossing identification card; qualifications to obtain.
166.2 Resident alien's border crossing identification card; application.
166.3 Resident alien's border crossing identification card; issuance; validity.
166.4 Resident alien's border crossing identification card; use.
166.5 Resident alien's border crossing identification card; extension or revalidation.
166.6 Resident alien's border crossing identification card; cancellation.
166.11 Nonresident alien's border crossing identification card; qualifications to obtain.
166.12 Nonresident alien's border crossing identification card; application.
166.13 Nonresident alien's border crossing identification card; issuance; validity.
166.14 Nonresident alien's border crossing identification card; use.
166.15 Nonresident alien's border crossing identification card; cancellation.

AUTHORITY: §§ 166.1 to 166.15, inclusive, issued under sec. 23, 39 Stat. 892, sec. 24, 43 Stat. 166, sec. 37 (a), 54 Stat. 675; 8 U.S.C. 102, 222, 458; sec. 1, Reorg. Plan No. V, 5 F.R. 2223, 8 CFR 90.1 (sec. 30, 54 Stat. 673, 8 U.S.C. 451).

§ 166.1 *Resident alien's border crossing identification card; qualifications to obtain.* A resident alien's border crossing identification card may be issued to any alien who, upon application therefor, submits satisfactory evidence that he (1) has been legally admitted to the United States for permanent residence and has not relinquished the status of a permanent resident, (2) has complied with the applicable provisions of the Alien Registration Act, 1940, and (3) has a legitimate purpose and reasonable need to make a temporary visit or visits to Canada or Mexico, with no single visit to exceed a period of six months: *Provided, however*, That no such card shall be issued nor shall any such card previously issued be renewed unless the applicant or holder thereof is a person who is permitted to depart from the United States under the terms of laws, regulations, Executive orders, or other governmental restrictions regulating the departure of aliens from the United States in effect at the time application for such card or renewal thereof is made.

§ 166.2 *Resident alien's border crossing identification card; application.* Application for a resident alien's border crossing identification card shall be made, upon a form prescribed for that purpose, at any immigration and naturalization field office in the continental United States or Alaska. The applicant shall appear in person and, under oath or affirmation, shall execute his application, before an immigrant inspector, prior to his departure from the United States, except that an alien whose identification card has been lost or destroyed subsequent to his departure may execute an application for a card before an immigrant inspector when applying for admission to the United States if the outstanding identification card had not yet expired. The applicant shall furnish a photograph, size 2 by 2 inches, the distance from the top of the head to point of chin to be approximately 1¼ inches, unmounted, printed on thin paper with a light background, clearly showing a full front view of the features of the applicant without hat, and it shall have been taken within 30 days of the date when it is furnished. Where because of unusual circumstances it would be a hardship for the applicant to obtain such photograph, the immigrant inspector considering the application may in his discretion waive the furnishing of the photograph.

§ 166.3 *Resident alien's border crossing identification card; issuance; validity.* If the applicant is found to have the qualifications enumerated in § 166.1, the identification card may be issued to him by an immigrant inspector. Entries on the card shall be made by typewriter, if practicable, or in ink, and the applicant shall sign the card in ink, either with his full name or by witnessed mark after proper identification. The applicant's photograph shall be fastened on the card unless the furnishing of the photograph was waived, in which case his right index finger print shall be placed on the card in lieu of his photograph. The card shall be valid for an initial period of not to exceed six months, and the expiration date shall be fixed accordingly and written on the card when it is issued. The identification card shall be delivered to the applicant on his personal appearance in the office where the application is filed, except that where justified by unusual circumstances the card may be delivered to him either before or after his departure from the United States through some other immigration and naturalization office or by mailing it to him.

§ 166.4 *Resident alien's border crossing identification card; use.* The rightful holder of a valid resident alien's border crossing identification card issued under § 166.3 may present that document in lieu of an immigration visa or re-entry permit when applying for admission at any land, water, or air port of entry in the continental United States or Alaska as a returning legal resident after an absence from the United States of not more than six months, provided that during such absence he shall not have visited any foreign territory other than Canada or

Mexico. The presentation of a resident alien's border crossing identification card shall not otherwise relieve the applicant from establishing that he is not subject to exclusion from the United States.

CROSS REFERENCE: For permits to enter and passports, see 8 CFR Part 175.

§ 166.5 *Resident alien's border crossing identification card; extension or revalidation.* On the request of the holder and with the limitations prescribed in this section, a resident alien's border crossing identification card, either before or after its expiration, may be made valid by an immigrant inspector at any office authorized under § 166.2 to accept applications, for an additional period or periods not exceeding six months each. Such a card may also be extended or revalidated at a United States immigration station in Canada, where the holder satisfactorily establishes that the card was valid when he departed from the United States, but such extension or revalidation shall be only to a date within six months after the date on which such departure occurred. An expired card may be revalidated if the holder applies for admission to the United States, is found to be otherwise admissible, and satisfactorily establishes that the card was valid when he departed from the United States and that he has not been absent from the United States for more than six months. Each additional period of validity shall commence on the date the extension of validity or revalidation is granted. No card shall be made valid unless the holder has the qualifications enumerated in § 166.1. No card issued before November 14, 1941, shall be extended or revalidated notwithstanding any extensions or revalidations thereof which may have been subsequently granted. Extension or revalidation shall preferably be granted by the original issuing office, but if that is not practicable, such action may be taken by any other authorized office. All extensions or revalidations granted shall be endorsed on the card and the issuing office notified of the action taken if the extension or revalidation was granted by an office other than the original issuing office.

§ 166.6 *Resident alien's border crossing identification card; cancellation.* All resident aliens' border crossing identification cards which were issued before November 14, 1941, are hereby canceled notwithstanding any extensions or revalidations which may have been subsequently granted, and when they come to the attention of officers of the Service, such cards shall be lifted from the holder and filed in the original issuing office. Any valid or expired resident alien's border crossing identification card which was issued on or after November 14, 1941, and which is found in the possession of an alien who does not have the qualifications enumerated in § 166.1 or who is making improper use of the card, shall be lifted from the holder and returned to the original issuing office for cancellation, together with a report of the reasons therefor: *Provided, however,* That no card shall be lifted and canceled if found in the possession of an alien applying for admission to the United States unless and until the holder has been excluded by a board of special inquiry.

§ 166.11 *Nonresident alien's border crossing identification card; qualifications to obtain.* A nonresident alien's border crossing identification card may be issued to any alien who, upon application therefor, submits satisfactory evidence that he (1) is a native-born citizen of Canada, domiciled or residing therein, or a British subject domiciled or residing in Canada or a native-born citizen of Mexico domiciled or residing therein, (2) is in possession of a valid passport or document in the nature of a passport duly issued to the holder by the appropriate authorities of the government of which he is a citizen or subject, if such a travel document be a requirement for entry, (3) desires temporary admission into the United States for a period or periods of not more than 29 days each, and (4) is admissible to the United States under the immigration laws: *Provided, however,* That no such card shall be issued unless the applicant is known or shown to be a person who has complied fully with all provisions applicable to him of laws, regulations, Executive orders, or other governmental restrictions regulating the entry of aliens to the United States in effect at the time application for such card is made.

§ 166.12 *Nonresident alien's border crossing identification card; application.* Application for a nonresident alien's border crossing identification card shall be made, upon a form prescribed for that purpose, at a United States immigration office located at any land, water, or air port of entry in the continental United States or Alaska or at any United States immigration station located in Canada. The applicant shall appear in person and, under oath or affirmation, shall execute his application before an immigrant inspector. The applicant shall furnish his photograph, prepared under the specifications prescribed for photographs in § 166.2, or the furnishing of the photograph may be waived under the conditions stated in § 166.2.

§ 166.13 *Nonresident alien's border crossing identification card; issuance; validity.* If the applicant is found to have the qualifications enumerated in § 166.11, the identification card shall be issued to him by an immigrant inspector. Entries on the card shall be made by typewriter, if practicable, or in ink, and the applicant shall sign the card in ink, either with his full name or by witnessed mark after proper identification. The applicant's photograph shall be fastened on the card unless the furnishing of the photograph was waived, in which case his right index finger print shall be placed on the card in lieu of his photograph. The card shall be valid for an unlimited time unless it is canceled as provided in § 166.15. The identification card shall be delivered to the applicant on his personal appearance in the office where the application is filed, except that where justified by unusual circumstances the card may be delivered to him by mail prior to his entry to the United States.

§ 166.14 *Nonresident alien's border crossing identification card; use.* The rightful holder of a nonresident alien's border crossing identification card issued under § 166.13, or by a United States diplomatic or consular officer, may present such card in lieu of a consular visa, if that document be required, when arriving direct from Canada or Mexico and applying for admission to the United States at any land, water, or air port of entry in the continental United States or Alaska. The presentation of a nonresident alien's border crossing identification card shall not otherwise relieve the applicant from establishing that he is not subject to exclusion from the United States.

CROSS REFERENCE: For permits to enter and passports, see 8 CFR Part 175.

§ 166.15 *Nonresident alien's border crossing identification card; cancellation.* All nonresident alien's border crossing identification cards which were issued before November 14, 1941, are hereby canceled notwithstanding any extensions or revalidations which may have been subsequently granted, and when they come to the attention of officers of the Service, such cards shall be lifted from the holder and filed in the original issuing office. Any valid or expired nonresident alien's identification card which was issued on or after November 14, 1941, and which is found in the possssion of an alien who does not have the qualifications enumerated in § 166.11 or who is making improper use of the card, shall be lifted from the holder and returned to the original issuing office for cancellation, together with a report of the reasons therefor: *Provided, however,* That no card shall be lifted and canceled if found in the possession of an alien applying for admission to the United States unless and until the holder has been excluded by a board of special inquiry.

EARL G. HARRISON,
Commissioner of Immigration and Naturalization.

Approved:

FRANCIS BIDDLE,
Attorney General.

[F. R. Doc. 44-9642; Filed, June 30, 1944; 5:09 p. m.]

TITLE 14—CIVIL AVIATION

Chapter I—Civil Aeronautics Board

[Reg., Serial No. 312]

BRANIFF AIRWAYS, INC.

SPECIAL CIVIL AIR REGULATION

Route competency requirements for certain pilots of Braniff Airways, Inc. for the route between Houston, Texas, and Corpus Christi, Texas.

Adopted by the Civil Aeronautics Board at its office in Washington, D. C., on the 30th day of June, 1944.

The following Special Civil Air Regulation is made and promulgated to become effective July 1, 1944:

Any first pilot listed in Braniff Airways, Inc. air carrier operating certificate on July 1, 1944, as qualified to operate aircraft in scheduled air transportation between Dallas and Houston, Texas, and between Dallas and Corpus Christi, Texas, via San Antonio, Texas, and who was listed in Braniff Airways, Inc. air carrier operating certificate on January 20, 1943, as qualified to operate aircraft between Dallas and Corpus Christi via Houston will be deemed competent to pilot aircraft in scheduled air transportation between Houston and Corpus Christi upon completion of two one-way trips accompanied by a company check pilot

(52 Stat. 984, 1007; 49 U.S.C. 425, 551)

By the Civil Aeronautics Board.

[SEAL] FRED A. TOOMBS,
Secretary.

[F. R. Doc. 44-9658; Filed, July 1, 1944; 11:34 a. m.]

TITLE 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. 4789]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

NATIONAL TECHNICAL INSTITUTE

§ 3.69 (b) *Misrepresenting oneself and goods—Goods—Demand for or business opportunities:* § 3.69 (b) *Misrepresenting oneself and goods—Goods—Success, use or standing:* § 3.72 (120) *Offering deceptive inducement to purchase or deal—Individual's special selection or situation:* § 3.72 (n) *Offering deceptive inducements to purchase or deal—Special offers, savings and discounts.* In connection with offer, etc., in commerce, of courses of instruction, and among other things, as in order set forth (1) representing to prospective students that they have been especially selected; or representing to such students that they have been recommended to respondent by their high school principal or other persons, unless such recommendations have actually been made; (2) representing by means of so-called scholarships or otherwise, that the usual and customary tuition fee is a special or reduced price; and (3) representing that graduates of respondent's courses have usually or generally obtained lucrative employment in the particular field in which instruction has been received from respondent; or that respondent's training assures one of such employment; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order, National Technical Institute, Docket 4789, June 1, 1944]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 1st day of June, A. D. 1944.

In the Matter of Edward D. Miller, an Individual, Trading as National Technical Institute (Formerly National Diesel Institute)

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission and the answer of respondent, in which answer respondent admits all of the material allegations of fact set forth in said complaint and states that he waives all intervening procedure and further hearing as to said facts, and to Commission having made its findings as to the facts and its conclusion that said respondent has violated the provisions of the Federal Trade Commission Act:

It is ordered, That the respondent, Edward D. Miller, an individual, trading as National Technical Institute or under any other name, his representatives, agents, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale, and distribution of courses of instruction in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing to prospective students that they have been especially selected; or representing to such students that they have been recommended to respondent by their high school principal or other persons, unless such recommendations have actually been made.

2. Representing, by means of so-called scholarships or otherwise, that the usual and customary tuition fee is a special or reduced price.

3. Representing that graduates of respondent's courses have usually or generally obtained lucrative employment in the particular field in which instruction has been received from respondent; or that respondent's training assures one of such employment.

4. Representing that respondent's school occupies any building or buildings larger than it in fact occupies; or owns, maintains, or uses any equipment or material in excess of that actually owned, maintained, or used.

5. Representing that respondent maintains or employs a faculty of engineers or teachers qualified to give instruction in the subjects of diesel engineering, air-conditioning, aeronautical engineering, electrical engineering, or commercial training.

6. Representing that instructors will call upon students at any time or times to teach, assist, or review the work of such students, unless this is in fact done by qualified instructors having the necessary technical qualifications.

7. Using the term "Institute" as part of the name under which respondent's business of selling courses of instruction is conducted, or using the term "Institute" in any manner to designate, describe, or refer to respondent's business.

It is further ordered, That the respondent shall, within sixty days after service upon him of this order, file with the Commission a report in writing setting forth in detail the manner and form in which he has complied with his order.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 44-9647; Filed, July 1, 1944; 10:56 a. m.]

[Docket No. 4866]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

VALMOR PRODUCTS COMPANY, ETC.

§ 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product or service.* In connection with offer, etc., of respondent's medicinal and cosmetic preparations hereinafter named, or any other similar preparations, and among other things as in order set forth, disseminating, etc., any advertisements by means of the United States mails, or in commerce, or by any

means, to induce, etc., directly or indirectly, purchase in commerce, etc., of respondent's said preparations, which advertisements represent, directly or by inference, (1) that Sweet Georgia Brown Lemon Fragrance Cleansing Cream will lighten the complexion, clear up dark complexions, or in any way alter or change the color of the skin of the user; (2) that Brown Skin Beauty Skin Brightener will lighten the skin or in any way alter or change the color of the skin of the user; (3) that Brown Skin Beauty Lemon Fragrance Vanishing Cream will cause the skin of the user to be less oily or greasy; (4) that Sweet Georgia Brown Sleeping Beauty Night Cream will stimulate the skin or have any stimulating effect upon the skin of the user; (5) that Valmor Eau de Quinine Hair Tonic will promote the growth of hair, prevent the loss of hair, or act as a tonic for the scalp or hair; or (6) that Valmor Walk-Easy Foot Powder is a competent or effective remedy for tired or aching feet; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order Valmor Products Company, etc., Docket 4866, June 1, 1944]

§ 3.6 (n) *Advertising falsely or misleadingly—Nature —Product:* § 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product or service:* § 3.6 (y) *Advertising falsely or misleadingly—Safety:* §3.6 (y10) *Advertising falsely or misleadingly—Scientific or other relevant facts:* § 3.71 (e) *Neglecting, unfairly or deceptively, to make material disclosure—Safety:* In connection with offer, etc., of respondent's medicinal and cosmetic preparations hereinafter named, or any other similar preparations, and among other things as in order set forth, disseminating, etc., any advertisements by means of the United States mails, or in commerce, or by any means, to induce, etc., directly or indirectly, purchase in commerce, etc., of respondent's said preparations, which advertisements represent, directly or by inference, (1) that Valmor Little Blue Pills with Buchu have any therapeutic value in the treatment of functional disturbances of the kidneys; will act as a kidney stimulant; will in any way relieve backache due to bladder irritation, or pain in the back, broken sleep, or leg pains caused by ailing kidneys; or will in any way aid or assist the kidneys in removing poisons or acids from the blood; (2) that Brother Johnson's American Oil Haarlem Capsules will in any way aid or assist inactive kidneys, or relieve broken sleep or burning bladder flow, or constitute a competent or effective treatment for any kidney disorder; (3) that Old Indian System Tonic is a tonic or will exert any tonic effect upon the system; that inactive bowels cause the formation of poisons which attack the body, causing weakness, run-down condition, or fatigue, or that said preparation constitutes a competent or effective remedy for weakness, run-down condition, or fatigue; (4) that Madam Jones Vegetable Compound constitutes a competent or effective remedy for cramps, pains, and nervousness due to weak or run-down condition; that it will make difficult periods more pleasant, or is of any value before or after childbirth, or during change of life; or that its use will clear the skin, make the eyes sparkle, or provide good health or a happy nature to the user; (5) that Madam Jones Female Tablets are harmless and entirely safe in use; (6) that Valmor Red Clover Compound is a tonic or will have any tonic effect upon the system of the user; is a competent or effective treatment for tired, weak, or run-down conditions; that constipation causes poisons to enter the blood, or that said preparation would be effective in removing poisons from the blood; (7) that Old Indian Herb Tea will keep the user in good health or prevent sickness; or is a competent or effective remedy for sour stomach, pimples, bad breath, or tired, dragged-out feeling; or which advertisements fail to reveal that use of said "Little Blue Pills", or said "Haarlem Capsules", by persons having diseased or disordered kidneys may result in serious injury, and that prolonged administration of said preparations may injure normal kidneys; that said "Old Indian System Tonic", said "Madam Jones Vegetable Compound", and said "Red Clover Compound" should not be used by persons suffering from nausea, vomiting, abdominal pains, or other symptoms of appendicitis, nor last named preperation by those having goiter or other thyroid disease, or by anyone suffering from active or arrested tuberculosis; and that frequent or continued use of said Madam Jones Female Tablets may be injurious; prohibited, subject to the provision, however, as respects the aforesaid various disclosures, that any such advertisements need contain only the statement "Caution: Use Only as Directed," if and when the directions for use wherever they appear on the label, in the labeling, or on both label and labeling, contain such warnings (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order Valmor Products Company, etc., Docket 4866, June 1, 1944]

§ 3.6 (c) *Advertising falsely or misleadingly—Composition of goods:* § 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product or service:* §3.96 *Using misleading name—Goods—Composition:* § 3.96 (a) *Using misleading name—Goods—Qualities or properties.* Using, on the part of respondent (engaged in interstate sale and distribution of various medicinal preparations, cosmetics, and other articles), and his agents, etc., and among other things, as in order set forth (1) the term "Gro-Strate", or any other word or words of similar import, to designate, describe, or refer to his product "Gro-Strate Hair Dressing" or any other preparation having substantially similar ingredients or properties; or (2) the words "Eau de Quinine," or any other words importing or implying that a preparation contains quinine, to designate, describe, or refer to any preparation which contains no quinine or an insubstantial quantity thereof; prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order Valmor Products Company, etc., Docket 4866, June 1, 1944]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 1st day of June, A. D. 1944.

In the Matter of M. G. Neuman, an Individual Doing Business as Valmor Products Company, Famous Products Company, and Madam Jones Company

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, the answer of respondent, testimony and other evidence in support of and in opposition to the allegations of the complaint taken before an examiner of the Commission theretofore duly designated by it, report of the trial examiner and exceptions thereto, briefs in support of and in opposition to the complaint, and the oral arguments of counsel; and the Commission having made its findings as to the facts and its conclusion that said respondent has violated the provisions of the Federal Trade Commission Act:

It is ordered, That respondent Morton G. Neumann, an individual trading as Valmor Products Company, Famous Products Company, Madam Jones Company, or under any other name, his representatives, agents, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale, or distribution of his medicinal and cosmetic preparations hereinafter named, or any other preparation or preparations of substantially similar composition or possessing substantially similar properties, whether sold under the same name or under and other name or names, do forthwith cease and desist from, directly or indirectly:

1. Disseminating or causing to be disseminated, by means of the United States mails or by any means in commerce, as "commerce" is defined in the Federal Trade Commission Act, any advertisement which represents, directly or by inference:

(a) That Sweet Georgia Brown Lemon Fragrance Cleansing Cream will lighten the complexion, clear up dark complexions, or in any way alter or change the color of the skin of the user.

(b) That Brown Skin Beauty Skin Brightener will lighten the skin or in any way alter or change the color of the skin of the user.

(c) That Brown Skin Beauty Lemon Fragrance Vanishing Cream will cause the skin of the user to be less oily or greasy.

(d) That Sweet Georgia Brown Sleeping Beauty Night Cream will stimulate the skin or have any stimulating effect upon the skin of the user.

(e) That Valmor Eau de Quinine Hair Tonic will promote the growth of hair, prevent the loss of hair, or act as a tonic for the scalp or hair.

(f) That Valmor Walk-Easy Foot Powder is a competent or effective remedy for tired or aching feet.

(g) That Valmor Little Blue Pills with Buchu have any therapeutic value in the treatment of functional disturbances of the kidneys; will act as a kidney stimulant; will in any way relieve backache due to bladder irritation, or pain in the back, broken sleep, or leg pains caused by ailing kidneys; or will in any way aid or assist the kidneys in removing poisons or acids from the blood; or which advertisement fails to reveal that the use of said preparation by persons having diseased or disordered kidneys may result in serious injury, and that prolonged administration of said preparation may injure normal kidneys: *Provided, however*, That any such advertisement need contain only the statement "Caution: Use Only as Directed," if and when the directions for use wherever they appear on the label, in the labeling, or on both label and labeling, contain the above warning.

(h) That Brother Johnson's American Oil Haarlem Capsules will in any way aid or assist inactive kidneys, or relieve or prevent broken sleep or burning bladder flow, or constitute a competent or effective treatment for any kidney disorder; or which advertisement fails to reveal that the use of said preparation by persons having diseased or disordered kidneys may result in serious injury, and that prolonged administration of said preparation may injure normal kidneys: *Provided, however*, That any such advertisement need contain only the statement "Caution: Use Only as Directed," if and when the directions for use wherever they appear on the label, in the labeling, or on both label and labeling, contain the above warning.

(i) That Old Indian System Tonic is a tonic or will exert any tonic effect upon the system; that inactive bowels cause the formation of poisons which attack the body, causing weakness, run-down condition, or fatigue, or that said preparation constitutes a competent or effective remedy for weakness, run-down condition, or fatigue; or which advertisement fails to reveal that said preparation should not be used by persons suffering from nausea, vomiting, abdominal pains, or other symptoms of appendicitis *Provided, however*, That any such advertisement need contain only the statement "Caution: "Use Only as Directed," if and when the directions for use wherever they appear on the label, in the labeling, or on both label and labeling, contain the above warning.

(j) That Madam Jones Vegetable Compound constitutes a competent or effective remedy for cramps, pains, and nervousness due to weak or run-down condition; that it will make difficult periods more pleasant, or is of any value before or after childbirth, or during change of life; or that its use will clear the skin, make the eyes sparkle, or provide good health or a happy nature to the user; or which advertisement fails to reveal that said preparation should not be used by persons suffering from nausea, vomiting, abdominal pains, or other symptoms of appendicitis: *Provided, however*, That any such advertisement need contain only the statement "Caution: Use Only as Directed," if and when the directions for use wherever they appear on the label, in the labeling, or on both label and labeling, contain the above warning.

(k) That Madam Jones Female Tablets are harmless and entirely safe in use; or which advertisement fails to reveal that frequent or continued use of such preparation may be dangerous: *Provided, however*, That any such advertisement need contain only the statement "Caution: Use Only as Directed," if and when the directions for use wherever they appear on the label, in the labeling, or on both label and labeling, contain the above warning.

(l) That Valmor Red Clover Compound is a tonic or will have any tonic effect upon the system of the user; is a competent or effective treatment for tired, weak, or run-down conditions; that constipation causes poisons to enter the blood, or that said preparation would be effective in removing poisons from the blood; or which advertisement fails to reveal that said preparation should not be used by persons suffering from nausea, vomiting, abdominal pains, or other symptoms of appendicitis, or by persons having goiter or other thyroid disease, or by any one suffering from active or arrested tuberculosis: *Provided, however*, That any such advertisement need contain only the statement "Caution: Use Only as Directed," if and when the directions for use wherever they appear on the label, in the labeling, or on both label and labeling, contain the above warning.

(m) That Old Indian Herb Tea will keep the user in good health or prevent sickness; or is a competent or effective remedy for sour stomach, pimples, bad breath, or tired, dragged-out feeling.

2. Disseminating or causing to be disseminated, by any means, for the purpose of inducing or which is likely to induce, directly or indirectly the purchase of said preparations in commerce, as "commerce" is defined in the Federal Trade Commission Act, and advertisement which contains any of the representations prohibited in paragraph 1 hereof, or which advertisement concerning Valmor Little Blue Pills with Buchu, Brother Johnson's American Oil Haarlem Capsules, Old Indian System Tonic, Madam Jones Vegetable Compound, Madam Jones Female Tablets, or Valmor Red Clover Compound fails to comply with the affirmative requirements set forth respectively in subparagraphs (g), (h), (i), (j), (k), or (l) of said paragraph 1 hereof.

It is further ordered, That said respondent, his representatives, agents, and employees, directly or through any corporate or other device, do forthwith cease and desist from:

3. Using the term "Gro-Strate," or any other word or words of similar import, to designate, describe, or refer to his product "Gro-Strate Hair Dressing" or any other preparation having substantially similar ingredients or properties.

4. Using the words "Eau de Quinine," or any other words importing or implying that a preparation contains quinine, to designate, describe, or refer to any preparation which contains no quinine or an insubstantial quantity thereof.

It is further ordered, That respondent shall, within sixty (60) days after the service upon him of this order, file with the Commission a report in writing setting forth in detail the manner and form in which he has complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON, *Secretary.*

[F. R. Doc. 44-9648; Filed, July 1, 1944; 10:56 a. m.]

TITLE 19—CUSTOMS DUTIES

Chapter I—Bureau of Customs

[T. D. 51086]

PART 2—MEASUREMENT OF VESSELS

WAIVER OF ADMEASUREMENT LAWS

JUNE 28, 1944.

R. S. 4153, as amended, waived to extent necessary to permit omission of tonnage of enclosed shelter-deck space from gross tonnage of certain vessels.

Upon the written recommendation of the United States Maritime Commission and pursuant to the authority vested in me by the provisions of section 501 of the Second War Powers Act, 1942 (50 U.S.C. App. Sup. 635), I hereby waive compliance with the provisions of so much of R.S. 4153, as amended (46 U.S.C. 77), as requires the tonnage of a shelter-deck space which is under cover and permanently closed in to be added to the gross tonnage, to the extent necessary to permit the tonnage of that space to be omitted from the gross tonnage of any shelter-deck vessel to which the order of the Acting Secretary of Commerce, dated February 28, 1942 (7 F.R. 1696), and confirmed and continued by the order of the Acting Secretary of the Treasury, dated April 1, 1942 (7 F.R. 2600), or to which the order of the Acting Secretary of the Treasury, dated February 8, 1944 (9 F.R. 1611), applies, and which has been permanently enclosed in accordance with the provisions of such order even though, at the time of construction or thereafter, such space is further closed in by the construction therein of a water-tight compartment for the stowage of ammunition, whether such compartment is in the tonnage well or elsewhere. I deem that such action is necessary in the conduct of the war.

[SEAL] HERBERT E. GASTON, *Acting Secretary of the Treasury.*

[F. R. Doc. 44-9612; Filed, June 30, 1944; 12:24 p. m.]

TITLE 22—FOREIGN RELATIONS

Chapter III—Proclaimed List of Certain Blocked Nationals

[Rev. VII, March 28, 1944, Cumulative Supp. 4, June 30, 1944]

ADMINISTRATIVE ORDER

By virtue of the authority vested in the Secretary of State, acting in conjunction with the Secretary of the Treasury, the Attorney General, the Secre-

retary of Commerce, the Administrator of Foreign Economic Administration, and the Coordinator of Inter-American Affairs, by Proclamation 2497 of the President of July 17, 1941 (6 F.R. 3555), Cumulative Supplement 4 containing certain additions to, amendments to, and deletions from The Proclaimed List of Certain Blocked Nationals, Revision VII of March 23, 1944 (9 F.R. 3285), is hereby promulgated.[1]

By direction of the President.

CORDELL HULL,
Secretary of State.
HERBERT E. GASTON,
Acting Secretary of the Treasury.
FRANCIS BIDDLE,
Attorney General.
WAYNE C. TAYLOR,
Acting Secretary of Commerce.
LEO T. CROWLEY,
Administrator, Foreign Economic Administration.
JOHN C. MCCLINTOCK,
Acting Coordinator of Inter-American Affairs.

JUNE 30, 1944.

[F. R. Doc. 44-9691; Filed, July 1, 1944; 12:32 p. m.]

TITLE 26—INTERNAL REVENUE

Chapter I—Bureau of Internal Revenue

Subchapter A—Income and Excess-Profits Taxes

[T. D. 5384]

PART 29—INCOME TAX; TAXABLE YEARS BEGINNING AFTER DECEMBER 31, 1941

CREDIT FOR DIVIDENDS PAID ON PUBLIC UTILITIES PREFERRED STOCK

Regulations 111 amended to conform to section 116, Revenue Act of 1943, relating to credit for dividends paid on preferred stock of public utilities.

In order to conform Regulations 111 (26 CFR, Cum. Supp., Part 29) to section 116 of the Revenue Act of 1943 (Pub. Law 235, 78th Cong.), enacted February 25, 1944, such regulations are amended as follows:

PARAGRAPH 1. There is inserted immediately preceding § 29.26–1 the following:

SEC. 116. CREDIT FOR DIVIDENDS PAID ON PREFERRED STOCK OF PUBLIC UTILITIES. (Revenue Act of 1943, Title I.)

(a) *Dividends unpaid and accumulated.* Section 26 (h) (1) (relating to credit for dividends paid on certain preferred stock) is amended by inserting at the end of the first sentence thereof the following: "For the purposes of the credit provided in this subsection the amount of dividends paid shall not include any amount distributed in the current taxable year with respect to dividends unpaid and accumulated in any taxable year ending prior to October 1, 1942. Amounts distributed in the current taxable year with respect to dividends unpaid and accumulated for a prior taxable year shall for the purposes of this paragraph be deemed to be distributed with respect to the earliest year or years for which there are dividends unpaid and accumulated."

(b) Stock Issued to Replace Existing Securities.—Section 26 (h) (2) (B) (defining "preferred stock") is amended by inserting at the end thereof the following: "Stock issued on or after October 1, 1942, shall be deemed for the purposes of this paragraph to have been issued prior to October 1, 1942, if it was issued (including issuance either by the same or another corporation in a transaction which is a reorganization, as defined in section 112 (g) (1), or a transaction to which section 112 (b) (10), or so much of section 112 (d) or (e) as relates to section 112 (b) (10), is applicable, or which is a transaction subject to Supplement R) to refund or replace bonds or debentures issued prior to October 1, 1942, or to refund or replace other preferred stock (including stock which is preferred stock by reason of this sentence), but only to the extent that the par or stated value of the new stock does not exceed the par, stated, or face value of the bonds or debentures issued prior to October 1, 1942, or the other preferred stock, which such new stock is issued to refund or replace. The determination of whether stock was issued to refund or replace bonds or debentures issued prior to October 1, 1942, or to refund or replace other preferred stock, shall be made under regulations prescribed by the Commissioner with the approval of the Secretary."

SEC. 101. TAXABLE YEARS TO WHICH AMENDMENTS APPLICABLE. (Revenue Act of 1943, Title I.)

Except as otherwise expressly provided, the amendments made by this title shall be applicable only with respect to taxable years beginning after December 31, 1943.

PAR. 2. Section 29.26–5 is amended as follows:

(A) By inserting immediately after the heading the following: "(a) *In general.*"

(B) By amending the first sentence thereof to read as follows: "The credit provided in section 26 (h), except as provided in paragraph (b) of this section for taxable years beginning after December 31, 1943, is an amount equal to the dividends paid during the taxable year by certain public utility corporations on certain classes of preferred stock."

(C) By inserting after "October 1, 1942," in the first sentence of the second paragraph thereof the following: "except as provided in paragraph (c) of this section for taxable years beginning after December 31, 1943,".

(D) By inserting at the end thereof the following two new paragraphs:

(b) *Amount of credit for taxable years beginning after December 31, 1943.* For taxable years beginning after December 31, 1943, the amount of dividends paid in a given taxable year shall not include any amount distributed in such year with respect to dividends unpaid and accumulated in any taxable year ending prior to October 1, 1942. If any distribution is made in the current taxable year with respect to dividends unpaid and accumulated for a prior taxable year, such distribution will be deemed to have been made with respect to the earliest year or years for which there are dividends unpaid and accumulated. Thus, if a public utility makes a distribution with respect to a prior taxable year, it shall be considered that such distribution was made with respect to the earliest year or years for which there are dividends unpaid and accumulated, whether or not the public utility states that the distribution was made with respect to such year or years and even though the public utility states that the distribution was made with respect to a later year. Even though it has dividends unpaid and accumulated with respect to a taxable year ending prior to October 1, 1942, a public utility may, however, receive credit for dividends paid with respect to the current taxable year. If there are no dividends unpaid and accumulated with respect to a taxable year ending prior to October 1, 1942, a public utility may receive credit for dividends paid with respect to a prior taxable year which ended after October 1, 1942; and such credit may be in addition to a credit for dividends paid with respect to the current taxable year. However, if local law or its own charter requires a public utility to pay all unpaid and accumulated dividends before any dividends can be paid with respect to the current taxable year, such public utility will not receive credit for any distribution in the current taxable year to the extent that there are dividends unpaid and accumulated with respect to taxable years ending prior to October 1, 1942.

(c) *Stock issued on or after October 1, 1942.* In the case of taxable years beginning after December 31, 1943, stock issued on or after October 1, 1942 under certain circumstances will be considered as having been issued prior to October 1, 1942 for purposes of the credit provided in section 26 (h). If the new stock is issued on or after October 1, 1942 to refund or replace bonds or debentures which were issued prior to October 1, 1942, or to refund or replace other stock which was preferred stock within the meaning of section 26 (h) (2) (B), such new stock shall be considered as having been issued prior to October 1, 1942. If stock is issued to refund or replace stock which was preferred stock within the meaning of section 26 (h) (2) (B), it shall be immaterial whether the preferred stock so refunded or replaced was issued before, on, or after October 1, 1942. If stock issued on or after October 1, 1942 to refund or replace stock, which was issued prior to October 1, 1942 and which was preferred stock within the meaning of section 26 (h) (2) (B), is not itself preferred stock within the meaning of section 26 (h) (2) (B), no stock issued to refund or replace such stock can be considered preferred stock for purposes of the credit provided in section 26 (h).

In the case of any stock issued on or after October 1, 1942 to refund or replace bonds or debentures issued prior to October 1, 1942, or to refund or replace other stock which was preferred stock within the meaning of section 26 (h) (2) (B), only that portion of the stock issued on or after October 1, 1942 will be considered as having been issued prior to October 1, 1942, the par or stated value of which does not exceed the par, stated, or face value of such bonds, debentures, or other preferred stock which the new stock was issued to refund or replace. In such case no shares of the new stock issued on or after October 1, 1942 shall be earmarked in determining the credit allowable under section 26 (h), but the appropriate allocable portion of the total amount of dividends paid on such stock will be allowable as a credit under such section.

EXAMPLE. If a public utility has outstanding 1,000 bonds which were issued prior to October 1, 1942 and each of which has a face value of $100 and if on or after October 1, 1942 each of such bonds is retired in exchange for one and one-tenth shares of stock issued on or after October 1, 1942 and having a par value of $100 per share, only ten-elevenths of the dividends paid on the stock thus issued in exchange for the bonds will be considered as having been paid on stock which was issued prior to October 1, 1942. If a dividend of $6 a share is paid on such stock during the taxable year, a credit of $6,000 will be allowable under the provisions of section 26 (h). Likewise, if stock which is issued on or after October 1, 1942 has no par value but a stated value of $50 per share and such stock is issued in a ratio of three shares to one share to refund or replace preferred stock having a par value of $100 per share, only two-thirds of the dividends paid on the new shares of stock will be considered as having been paid on stock which was issued prior to October 1, 1942. If a total of $27,000 is paid as a dividend on such new stock during the taxable year a credit of $18,000 will be allowable under the provisions of section 26 (h).

Whether or not stock issued on or after October 1, 1942 was issued to refund or replace bonds or debentures issued prior to October 1, 1942, or to refund or replace other preferred stock, is in each case a question of fact. Among the factors to be considered is whether such stock is new in an economic sense to the corporation or whether it was issued merely to take the place, directly or indirectly, of bonds, debentures, or other preferred stock of such corporation. It is not necessary that the new stock be issued in exchange for such bonds, debentures, or other preferred stock. The mere fact that the bonds, debentures, or other preferred stock remain in existence for a short period of time after the issuance of the new stock (or were retired before the issuance of the new stock) does not necessarily mean that such new stock was not issued to refund or replace such bonds, debentures, or other preferred stock. It is necessary to consider the entire transaction, including the issuance of the new stock, the date of such issuance, the retirement of the old bonds, debentures, or preferred stock, and the date of such retirement, in order to determine whether such new stock really was issued to take the place of bonds, debentures, or other preferred stock of the corporation or whether it represents something essentially new in an economic sense in the corporation's financial structure. If, for example, a public utility, which has outstanding bonds issued prior to October 1, 1942, issues new stock on March 1, 1944 in order to secure funds with which to retire such bonds and with the money paid in for such stock retires the bonds on April 1, 1944, such stock may be considered as having been issued to refund or replace bonds issued prior to October 1, 1942. Whether the money used to retire the bonds can be traced back and identified as the money paid in for the stock will have evidentiary value, but will not be conclusive, in determining whether the stock was issued to refund or replace the bonds. Similarly, whether the amount of money used to retire the bonds was smaller than, equal to, or greater than that paid in for the stock, or whether the entire issue of bonds is retired, will be important, but not decisive, in making such determination.

Stock issued on or after October 1, 1942 by a corporation to refund or replace bonds or debentures of a second corporation which were issued prior to October 1, 1942, or to refund or replace other preferred stock of such second corporation, may be considered as having been issued prior to October 1, 1942 if such new stock was issued (1) in a transaction which is a reorganization within the meaning of section 112 (g) (1); or (2) in a transaction to which section 112 (b) (10), relating to reorganization of certain insolvent corporations, or so much of section 112 (d) or (e) as relates to section 112 (b) (10), is applicable; or (3) in a transaction which is subject to the provisions of Supplement R, relating to exchanges and distributions in obedience to orders of the Securities and Exchange Commission. Whether the stock actually was issued to refund or replace bonds or debentures of the second corporation issued prior to October 1, 1942, or to refund or replace preferred stock of such second corporation, shall be determined under the same principles as if only one corporation were involved. A corporation may issue stock to refund or replace its own bonds, debentures, or other preferred stock in a transaction which is a reorganization within the meaning of section 112 (g) (1), in a transaction to which section 112 (b) (10), or so much of section 112 (d) or (e) as relates to section 112 (b) (10), is applicable, or in a transaction which is subject to the provisions of Supplement R. The provisions of this subsection, in addition, are applicable in case a corporation issues stock on or after October 1, 1942 to refund or replace its own bonds, debentures, or other preferred stock even though the issuance of such stock may not fall within one of the categories enumerated above.

Even though stock issued on or after October 1, 1942 is considered as having been issued prior to October 1, 1942 by reason of having been issued to refund or replace bonds or debentures issued prior to October 1, 1942, or to refund or respect of dividends paid on such stock, will not be deemed to be preferred stock within the meaning of section 26 (h) (2) (B), and no credit will be allowable in respect of dividends paid on such stock, unless the stock fulfills all the other requirements of a preferred stock set forth in section 26 (h) (2) (B) and in paragraph (a) of this section.

(Sec. 26 (h), Internal Revenue Code (56 Stat. 830; 26 U.S.C., Supp II, 26 (h)), as amended by sec. 116, Revenue Act of 1943 (Pub. Law 235, 78th Cong.), and in sec. 62, Internal Revenue Code (53 Stat. 32; 26 U.S.C., 62))

JOSEPH D. NUNAN, Jr.,
Commissioner of Internal Revenue.

Approved: June 30, 1944.

JOHN L. SULLIVAN,
Acting Secretary of the Treasury.

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[T. D. 5387]

PART 29—INCOME TAX; TAXABLE YEARS BEGINNING AFTER DECEMBER 31, 1941

GROSS INCOME OF CERTAIN INSURANCE COMPANIES

Amending § 29.204–2 of Regulations 111, relating to gross income of insurance companies other than life or mutual and mutual marine insurance companies.

Section 29.204–2 of Regulations 111 (26 CFR, Cum. Supp., Part 29) is amended by adding at the end thereof a new paragraph to read as follows:

For taxable years beginning after December 31, 1943 every insurance company to which this section applies must be prepared to establish to the satisfaction of the Commissioner of Internal Revenue that the part of the deduction for "losses incurred" which represents unpaid losses at the close of the taxable year comprises only actual unpaid losses stated in amounts which, based upon the facts in each case and the company's experience with similar cases, can be said to represent a fair and reasonable estimate of the amount the company will be required to pay. Amounts included in, or added to, the estimates of such losses which, in the opinion of the Commissioner, are in excess of the actual liability determined as provided in the preceding sentence will be disallowed as a deduction. For taxable years beginning after December 31, 1943, the Commissioner may require any such insurance company to submit such detailed information with respect to its actual experience as is deemed necessary to establish the reasonableness of the deduction for "losses incurred."

(Secs. 62 and 3791, Internal Revenue Code (53 Stat. 32, 467; 26 U.S.C. 1940 ed., 62, 3791))

JOSEPH D. NUNAN, Jr.,
Commissioner of Internal Revenue.

Approved: July 1, 1944.

JOHN L. SULLIVAN,
Acting Secretary of the Treasury.

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[T. D. 5386]

PART 30—REGULATIONS UNDER THE EXCESS PROFITS TAX ACT OF 1940

PART 35—EXCESS-PROFITS TAX; TAXABLE YEARS BEGINNING AFTER DECEMBER 31, 1941

Regulations 109 and 112 amended to conform to the Revenue Act of 1943, section 201, relating to taxable years to which amendments applicable, section 202 (a) and (b), relating to increase in excess profits tax rate, section 203, relating to certain fiscal year taxpayers, section 204 (a) and (b), relating to increase in specific exemption, section 205, relating to reduction of excess profits credit based on invested capital in certain brackets, and section 206, relating to publicity of relief granted under section 722.

In order to conform Regulations 109 (Part 30, Title 26, Code of Federal Regulations, 1941 Supp.) and Regulations 112 (Part 35, Title 26, Code of Federal Regulations, Cum. Supp.) to sections 201, 202 (a) and (b), 203, 204 (a) and (b), 205, and 206 of the Revenue Act of 1943 (Public Law 235, 78th Congress) enacted February 25, 1944, such regulations are amended as follows:

PARAGRAPH 1. There is inserted immediately preceding § 30.710–1 the following:

SEC. 203. CERTAIN FISCAL YEAR TAXPAYERS. (Revenue Act of 1943, Title II.)

* * * * *

(b) *Computation of tax for taxable year beginning in 1941 and ending after June 30, 1942.*—Section 710 (a) (3) (relating to certain fiscal year taxpayers) is amended to read as follows:

(3) Taxable years beginning in 1941 and ending after June 20, 1942.—In the case of a taxable year beginning in 1941 and ending after June 30, 1942, the tax shall be an amount equal to the sum of—

(A) that portion of a tentative tax under this subchapter, computed as if the law applicable to taxable years beginning on January 1, 1941, were applicable to such taxable year, which the number of days in such taxable year before July 1, 1942, bears to the total number of days in such taxable year, plus

(B) that portion of a tentative tax under this subchapter, computed as if the law applicable to taxable years beginning on January 1, 1941, were applicable to such taxable year, but as if the amendments made by sections 105 (a), (b) (other than those relating to dividends on the preferred stock of public utilities), (c), (d), and (e) (1), 202, and 206 of the Revenue Act of 1942 were applicable to such taxable year, which the number of days in such taxable year after June 30, 1942, bears to the total number of days in such taxable year."

(c) *Taxable years to which applicable.*—The amendment made by subsection (a) shall be applicable only to taxable years beginning in 1943 and ending in 1944. The amendments made by subsection (b) shall be applicable only to taxable years beginning in 1941 and ending after June 30, 1942.

PAR. 2. Section 30.710–4 (b), as added by Treasury Decision 5246, approved March 18, 1943, is amended as follows:

(A) By changing that part of the second paragraph designated as "(2)" to read as follows:

(2) That portion of a tentative excess profits tax computed under the law applicable to taxable years beginning on January 1, 1941, determined as if such law included the amendments made by the Revenue Act of 1942 in section 105 (a), relating to normal tax, section 105 (b) (other than those relating to dividends on the preferred stock of public utilities), relating to surtax on corporations, section 105 (c), relating to the nondeductibility of the excess profits tax in computing net income, section 105 (d), relating to the credit under section 26 (e) for income subject to the excess profits tax, section 105 (e) (1), relating to credit for dividends received, section 202, relating to rate of excess profits tax for taxable years beginning after December 31, 1941, and section 206, relating to certain technical changes in the determination of excess profits net income under section 711 occasioned by the change in base for the computation or normal tax and surtax, which the number of days after June 30, 1942, in the taxable year of the taxpayer bears to the total number of days in such year.

(B) By changing the reference to "item 79" in 79 of the example to read "item 78".

PAR. 3. There is inserted immediately preceding § 35.710–1 the following:

SEC. 202. INCREASE IN EXCESS PROFITS TAX RATE. (Revenue Act of 1943, Title II.)

(a) *In general.* Section 710 (a) (1) (A) (relating to the rate of excess profits tax) is amended to read as follows:

(A) 95 per centum of the adjusted excess profits net income, or.

(b) *Technical amendment relating to public utilities.* Section 710 (a) (1) (B) (relating to the 80 per centum limitation) is amended by inserting before the period at the end thereof the following: ", and without regard to 80 per centum of the credit provided in section 26 (h) relating to credit for dividends paid on certain preferred stock)."

* * * * *

SEC. 203. CERTAIN FISCAL YEAR TAXPAYERS. (Revenue Act of 1943, Title II.)

(a) *Computation of tax for taxable years beginning in 1943 and ending in 1944.* Section 710 (a) (relating to imposition of excess profits tax) is amended by inserting at the end thereof the following new paragraph:

(6) *Taxable years beginning in 1943 and ending in 1944.* In the case of a taxable year beginning in 1943 and ending in 1944, the tax shall be an amount equal to the sum of—

(A) that portion of a tentative tax computed as if the law applicable to taxable years beginning on January 1, 1943, were applicable to such taxable year, which the number of days in such taxable year prior to January 1, 1944, bears to the total number of days in such taxable year, plus

(B) that portion of a tentative tax, computed as if the law applicable to taxable years beginning on January 1, 1944, were applicable to such taxable year, which the number of days in such taxable year after December 31, 1943, bears to the total number of days in such taxable year.

* * * * *

(c) *Taxable years to which applicable.* The amendment made by subsection (a) shall be applicable only to taxable years beginning in 1943 and ending in 1944. The amendments made by subsection (b) shall be applicable only to taxable years beginning in 1941 and ending after June 30, 1942.

SEC. 204. INCREASE IN SPECIFIC EXEMPTION. (Revenue Act of 1943, Title II.)

(a) *In general.* Section 710 (b) (1) (relating to the specific exemption) is amended by striking out "$5,000" and inserting in lieu thereof "$10,000".

* * * * *

SEC. 201. TAXABLE YEARS TO WHICH AMENDMENTS APPLICABLE. (Revenue Act of 1943, Title II.)

Except as otherwise expressly provided, the amendments made by this title shall be applicable only with respect to taxable years beginning after December 31, 1943.

PAR. 4. Section 35.710–1 is amended as follows:

(A) By striking out the third and fourth sentences and inserting in lieu thereof the following:

A corporation whose excess profits net income, computed as provided in section 711 (a) (2) and (3), is not greater than $5,000 for a taxable year beginning prior to January 1, 1944, or is not greater than $10,000 for a taxable year beginning after December 31, 1943, or in the case of a mutual insurance company (other than life or marine) which is an inter-insurer or reciprocal underwriter whose excess profits net income is not greater than $50,000 for any taxable year, need not file an excess profits tax return for such a taxable year. See section 729 (b) as amended by section 204 of the Revenue Act of 1943.

(B) By striking out the last sentence and inserting in lieu thereof the following:

The excess profits tax for a taxable year beginning prior to January 1, 1944, shall not exceed an amount which when added to the normal tax and surtax for such year equals 80 percent of the corporation surtax net income computed without regard to the credit provided in section 26 (e) for income subject to excess profits tax. The excess profits tax for any taxable year beginning after December 31, 1943, shall not exceed an amount which when added to the normal tax and surtax for such year equals 80 percent of the corporation surtax net income computed without regard to the credit provided in section 26 (e) for income subject to excess profits tax and without regard to 80 percent of the credit provided in section 26 (h) for dividends paid on certain preferred stock.

PAR. 5. Section 35.710–2 is amended as follows:

(A) By striking out that part of the first paragraph designated as "(a)" and inserting in lieu thereof the following:

(a) A specific exemption of $5,000 for a taxable year beginning prior to January 1, 1944, and of $10,000 for a taxable year beginning after December 31, 1943, except that in the case of a mutual insurance company (other than life or marine) which is an interinsurer or reciprocal underwriter the specific exemption for any taxable year is $50,000.

(B) By striking out the second paragraph and inserting in lieu thereof the following:

For the computation of corporation surtax net income appropriately adjusted under section 710 (a) (1) (B) in those cases where the excess profits tax is computed under such section as an amount which when added to the tax imposed by Chapter 1 (other than section 102) equals 80 percent of such corporation surtax net income, see § 35.710–4.

PAR. 6. Section 35.710–3 (b) is amended as follows:

(A) By striking out the fifth sentence of the first paragraph and inserting in lieu thereof the following:

The amount of the unused excess profits credit which was so applied is determined as follows: The adjusted excess profits net income is computed for each such taxable year without the specific exemption allowed by section 710 (b) (1) of $5,000 for a taxable year beginning prior to January 1, 1944, or of $10,000 for a taxable year beginning after December 31, 1943, and without credit of any carry-over or carry-back from the taxable year in which such unused excess profits credit arose or from any taxable year subsequent thereto.

(B) By inserting a comma in lieu of the period after "December 31, 1939" in the first sentence of the second paragraph.

(C) By striking from the last three sentences of the second paragraph the words "specific exemption of $5,000" wherever they appear and by inserting in lieu thereof the words "applicable specific exemption."

(D) By striking out that part of the example designated as "(2) (iii)" and inserting in lieu thereof the following:

(iii) For 1946, the carry-over is $10,000, determined by reducing the $75,000 unused excess profits credit by the sum of the adjusted excess profits net incomes for 1943 and 1944 computed for the year 1943 without the deduction of the $5,000 specific exemption and for the year 1944 without the deduction of the $10,000 specific exemption and further computed for both 1943 and 1944 without any carry-back from 1945 or any year subsequent to 1945 (for 1943, the $185,000 excess profits net income less the $100,000 excess profits credit and the $20,000 carry-back from 1944, or $65,000, plus, for 1944, the $55,000 excess profits net income less the $100,000 excess profits credit, or $0 adjusted excess profits net income, a total of $65,000).

(E) By changing "$5,000", wherever it appears in that part of the example designated as "(2) (iv)" and as "(3) (ii), (iii), and (iv)", to read "$10,000".

(F) By inserting "or $10,000" immediately after $5,000" in the last paragraph.

PAR. 7. Section 35.710–3 (c) is amended by inserting immediately preceding the last sentence the following new sentence:

For disallowance of interest with respect to any part of such an overpayment which is determined by the Commissioner to be attributable to the final determination of an application for relief or benefit under section 722 for any taxable year, see section 3771 (g).

PAR. 8. Section 35.710–4 is amended as follows:

(A) By striking out that part of the first paragraph immediately preceding and including the colon and inserting in lieu thereof the following:

(a) *Taxable years beginning and ending prior to January 1, 1944.* The excess profits tax for a taxable year beginning and ending prior to January 1, 1944 shall be whichever of the following is the lesser:

(B) By renumbering "(a)" and "(b)" following the colon in the first paragraph to read "(1)" and "(2)", respectively.

(C) By changing the phrase "paragraph (b)" in the first sentence of the second paragraph to read "subparagraph (2)".

(D) By changing the word "section" in that portion of the third paragraph immediately preceding the first colon to read "paragraph".

(E) By inserting immediately preceding the first sentence of the last paragraph the following new paragraph heading: "(d) *Mutual insurance companies.*".

(F) By inserting immediately preceding such new paragraph (d) the following new subsections:

(b) *Taxable years beginning in 1943 and ending in 1944.* The excess profits tax for a taxable year beginning in 1943 and ending in 1944 is an amount determined under section 710 (a) (6) in lieu of an amount which would otherwise be determined under the law applicable to a taxable year beginning on January 1, 1943. Such excess profits tax is computed in a manner comparable to the computation of the normal tax and surtax under section 108 (b) (1) for the same taxable year, that is, as the sum of the proportionate parts of two tentative taxes. See § 29.108–1 of this chapter. Consequently, each of the tentative excess profits taxes is to be computed in the light of, and with regard to, the computation of the corresponding tentative normal tax and surtax.

The excess profits tax computed under section 710 (a) (6) for a taxable year beginning in 1943 and ending in 1944 is an amount equal to the sum of:

(1) That portion of a tentative excess profits tax computed under the law applicable to taxable years beginning on January 1, 1943, which the number of days prior to January 1, 1944, in the taxable year of the taxpayer bears to the total number of days in such year, plus:

(2) That portion of a tentative excess profits tax computed under the law applicable to taxable years beginning on January 1, 1944, which the number of days after December 31, 1943, in the taxable year of the taxpayer bears to the total number of days in such year.

The tentative excess profits tax determined under section 710 (a) (6) (A) or section 710 (a) (6) (B), to be prorated in the determination of the excess profits tax under section 710 (a) (6), shall be the taxes prior to the credit under section 729 (c) and (d) for tax paid to a foreign country or possession of the United States, prior to the adjustment under section 734 on account of position inconsistent with prior income tax liability, and prior to the credit for debt retirement under section 783, but after the deduction of the tax deferment provided in section 710 (a) (5). The credit under section 729 (c) and (d), the adjustment under section 734, and the credit under section 783 shall be applied against the sum of the portions of the tentative excess profits taxes finally determined under section 710 (a) (6).

The excess profits net income for the purposes of the tentative excess profits tax under section 710 (a) (6) (A) shall be computed upon the basis of the normal tax net income determined for the purposes of the first tentative normal tax under section 108 (b) (1) (A), and any adjustments under section 711 (a) (1) and (2), applicable to a taxable year beginning on January 1, 1943, shall be made with respect to such normal tax net income. The excess profits net income for the purposes of the tentative excess profits tax under section 710 (a) (6) (B) shall be computed on the basis of the normal tax net income determined for the purposes of the second tentative normal tax under section 108 (b) (1) (B), and any adjustments under section 711 (a) (1) and (2) applicable to a taxable year beginning on January 1, 1944, shall be made with respect to such normal tax net income.

Each tentative excess profits tax is subject to the limitation in section 710 (a) (1) (B), that such tax when added to the normal tax and surtax imposed for the taxable year under Chapter 1 shall not exceed 80 percent of the corporation surtax net income computed with the proper adjustments provided in section 710 (a) (1) (B). With respect to the first tentative excess profits tax under section 710 (a) (6) (A), the corporation surtax net income for the purposes of the computation provided in section 710 (a) (1) (B) shall be determined without regard to the credit provided in section 26 (e) (relating to income subject to excess profits tax), and the normal tax and surtax shall be the tentative normal tax and surtax computed under section 108 (b) (1) (A). With respect to the second tentative excess profits tax computation provided in section 710 (a) (6) (B), the corporation surtax net income for the purposes of the computation provided in section 710 (a) (1) (B) shall be computed without regard to the credit provided in section 26 (e) (relating to income subject to excess profits tax) and without regard to 80 percent of the credit provided in section 26 (h) (relating to dividends paid on certain preferred stock), and the normal tax and surtax shall be the tentative normal tax and surtax computed under section 108 (b) (1) (B). For the computation of corporation surtax net income for purposes of the excess profits tax computation under section 710 (a) (1) (B), see § 35.710–4 (a) and (c).

The amount of the tax deferment under section 710 (a) (5) shall be deducted in the computation of each tentative excess profits tax under section 710 (a) (6) (A) and section 710 (a) (6) (B). In determining the applicability of section 710 (a) (5) with respect to the first tentative excess profits tax computation under section 710 (a) (6) (A), the adjusted excess profits net income shall be the adjusted excess profits net income computed under section 710 (a) (6) (A) and the normal tax net income shall be the normal tax net income computed under section 108 (b) (1) (A); with respect to the second tentative excess

profits tax computation under section 710 (a) (6) (B), the adjusted excess profits net income shall be the adjusted excess profits net income under section 710 (a) (6) (B) and the normal tax net income shall be the normal tax net income computed under section 108 (b) (1) (B). The amount by which either tentative excess profits tax may be reduced shall be an amount equal to 33 percent of the amount by which such tentative excess profits tax computed without the benefits of section 722 exceeds the amount of such tentative excess profits tax computed by using the excess profits credit based upon a constructive average base period net income claimed by the taxpayer under section 722 in lieu of the actual credit. See § 35.710–5 as to the computation of the tax deferment under section 710 (a) (5).

If the taxable year which begins in 1943 and ends in 1944 is a taxable year of less than twelve months, the excess profits net income shall be placed on an annual basis under section 711 (a) (3) (A) for the purposes of both tentative tax computations under section 710 (a) (6) and this subsection, or shall be determined as the actual excess profits net income for a twelve-month period under the method provided in section 711 (a) (3) (B) for the purposes of both such tentative tax computations. Regardless of the method adopted, the amounts of excess profits taxes so computed upon the basis of twelve months' income shall be properly reduced under section 711 (a) (3) in order to determine the tentative taxes under section 710 (a) (6) (A) and (B), and the tentative taxes so determined shall then be properly prorated upon the basis prescribed in section 710 (a) (6) (A) and (B).

If the excess profits net incomes for the purposes of the tentative taxes for a taxable year of less than 12 months are placed on an annual basis under section 711 (a) (3) (A), the normal tax net income used in computing excess profits net income for each tentative tax shall be the normal tax net income determined under section 108 (b) (1) (A) or section 108 (b) (1) (B), as the case may be, and the appropriate adjustments under section 711 (a) (1) and (2) shall be based upon such normal tax net income. If such tentative taxes are computed under section 711 (a) (3) (B) on the basis of an established adjusted excess profits net income for a 12-month period, the normal tax net income used in computing excess profits net income for each tentative tax shall be the normal tax net income determined under section 108 (b) (1) (A) or section 108 (b) (1) (B), as the case may be, for the appropriate 12-month period described in section 711 (a) (3) (B), and the proper adjustments under section 711 (a) (1) and (2) shall be made with respect to such normal tax net income.

Each tentative excess profits tax is subject to the limitation in section 710 (a) (1) (B) that such tax when added to the corresponding normal tax and surtax shall not exceed 80 percent of the corporation surtax net income computed with the proper adjustments prescribed in section 710 (a) (1) (B). If section 710 (a) (1) (B) is applicable to the computation of the first tentative excess profits tax under section 710 (a) (6) (A), the normal tax and surtax shall be the first tentative normal tax and surtax ascertained under section 108 (b) (1) (A); the corporation surtax net income shall be the corporation surtax net income computed under section 108 (b) (1) (A) without regard to the credit under section 26 (e) (relating to income subject to excess profits tax), but upon the basis, annual basis or basis of an established twelve-month period, which is used in computing the excess profits tax. If section 710 (a) (1) (B) is applicable to the computation of the second tentative excess profits tax under section 710 (a) (6) (B), the normal tax and surtax shall be the second tentative normal tax and surtax ascertained under section 108 (b) (1) (B); the corporation surtax net income shall be the corporation surtax net income computed under section 108 (b) (1) (B) without regard to the credit under section 26 (e) (relating to income subject to excess profits tax) and without regard to 80 percent of the credit provided in section 26 (h) (relating to dividends paid on certain preferred stock), but upon the basis, annual basis or basis of an established twelve-month period, which is used in computing the excess profits tax. The amount determined by multiplying the corporation surtax net income so computed by 80 percent shall be properly reduced pursuant to section 711 (a) (3). The difference between such amount so reduced and the sum of the appropriate tentative normal tax and surtax shall be the tentative excess profits tax computed under section 710 (a) (1) (B). For the computation of the excess profits tax in case of a taxable year of less than twelve months, see section 711 (a) (3) and § 35.711 (a)–4.

(c) *Taxable years beginning after December 31, 1943.* The excess profits tax for taxable years beginning after December 31, 1943, shall be whichever of the following is the lesser:

(1) An amount equal to 95 percent of the adjusted excess profits net income, or

(2) An amount which when added to the tax imposed for the taxable year under Chapter 1 (not including the tax under section 102 on account of the improper accumulation of surplus) equals 80 percent of the corporation's surtax net income, computed under section 15 or Supplement G (relating to insurance companies), as the case may be, but without regard to the credit provided in section 26 (e), relating to income subject to excess profits tax, and without regard to 80 percent of the credit provided in section 26 (h), relating to credit for dividends paid on certain preferred stock.

For the purposes of section 710 (a) (1) (B) and of clause (2) of the preceding sentence, the tax imposed for the taxable year under Chapter 1 is the sum of the normal tax and surtax for such year prior to the credit under section 131 for taxes paid to a foreign country or possession of the United States. The corporation surtax net income for such purposes shall be computed by disregarding the credit under section 26 (e) (relating to income subject to excess profits tax), otherwise provided in section 15 (a) or Supplement G as a reduction against net income both in determining corporation surtax net income and in determining the amount of net income upon which is computed the 85 percent limitation upon the credit for dividends received, and by disregarding 80 percent of the credit under section 26 (h) (relating to dividends paid on certain preferred stock) otherwise provided in section 15 (a) or Supplement G as a reduction in determining corporation surtax net income. The credit provided in section 26 (h) shall not include any amount distributed with respect to dividends unpaid and accumulated in any taxable year ending prior to October 1, 1942. In all other respects, corporation surtax net income shall be computed as provided in section 15 (a) or Supplement G, as the case may be, with respect to taxable years beginning after December 31, 1943.

The application of section 710 (a) (1) and of this paragraph may be shown by the following example:

Assume that Corporation A, which makes its return on the calendar year basis, is a public utility corporation within the definition in section 26 (h) (2) (A). Its net income for the calendar year 1944 is $411,000 and includes $100,000 of dividends upon the common stock of a domestic manufacturing company. It has paid a dividend of $5,000 on its preferred stock (as defined in section 26 (h) (2) (B)), and the amount so distributed did not include any dividends unpaid and accumulated in any taxable year ending prior to October 1, 1942. Its excess profits net income is $500,000, its excess profits credit is $145,000, and it has no unused excess profits credit adjustment. Its excess profits tax is $257,927, computed as follows:

Excess Profits Tax	
1. Excess profits net income	$500,000
2. Specific exemption	10,000
3. Excess profits credit	145,000
4. Total of item 2 and item 3	155,000
5. Adjusted excess profits net income	$345,000
6. Excess profits tax (95% of item 5)	327,750
7. Net income (computed without regard to credit provided in section 26 (e) relating to income subject to excess profits tax)	$411,000
8. Less:	
(a) Dividends received credit (85 percent of $100,000 but not in excess of 85 percent of item (7)	85,000
(b) Credit provided in section 26 (h) for dividends paid on certain preferred stock, computed without regard to 80 percent thereof (20 percent of $5,000)	1,000
	86,000
Excess Profits Tax—Continued	
9. Corporation surtax net income (computed without regard to the credit provided in section 26 (e) and without regard to 80 percent of the credit provided in section 26 (h)) (item 7 minus item 8)	$325,000
10. 80 percent of item 9	260,000
11. Income tax under Chapter 1 (other than section 102) for the taxable year (item 26)	2,073
12. Excess of item 10 over item 11	257,927
13. Excess profits tax (item 6 or item 12, whichever is the lesser)	257,927
Normal Tax	
14. Net income (adjusted net income)	411,000
15. Less income subject to excess profits tax (credit under section 26 (e)) (item 5)	345,000
16. Item 14 minus item 15	66,000
17. Dividends received credit (85 percent of $100,000 but not in excess of 85 percent of item 16)	56,100
18. Normal tax net income	9,900
19. Normal tax ($750 plus 17 percent of $4,900)	1,583
Surtax	
20. Net income	411,000
21. Less income subject to excess profits tax (credit under section 26 (e)) (item 5)	345,000
22. Item 20 minus item 21	66,000
23. Less:	
(a) Dividends received credit (85 percent of $100,000 but not in excess of 85 percent of item 22)	56,100
(b) Dividends paid on certain preferred stock	5,000
	61,100
24. Corporation surtax net income	4,900
25. Surtax (10 percent of item 24)	490
26. Total normal tax and surtax (item 19 plus item 25)	2,073

PAR. 9. Section 35.710–5 is amended by striking out the last sentence of the second paragraph and inserting in lieu thereof the following:

In any case in which the excess profits tax computed with the use of the constructive average base period net income is determined under section 710 (a) (1) (B) as an amount which when added to the normal tax and surtax imposed under Chapter 1 equals 80 percent of the corporation surtax net income properly adjusted under section 710 (a) (1) (B), the credit for income subject to excess profits tax provided in section 26 (e), used in determining normal tax net income and corporation surtax net income, shall be computed for the purposes of determining such normal tax and surtax by using the excess profits credit based upon the constructive average base period net income in lieu of the actual excess profits credit.

PAR. 10. There is inserted immediately preceding § 35.714–1 the following:

SEC. 205. REDUCTION OF EXCESS PROFITS CREDIT BASED ON INVESTED CAPITAL IN CERTAIN BRACKETS. (Revenue Act of 1943, Title II.)

Section 714 (relating to the excess profits credit based on invested capital) is amended to read as follows:

SEC. 714. EXCESS PROFITS CREDIT—BASED ON INVESTED CAPITAL.

The excess profits credit, for any taxable year, computed under this section, shall be the amount shown in the following table:

If the invested capital for the taxable year, determined under section 715 is:	The credit shall be:
Not over $5,000,000	8% of the invested capital.
Over $5,000,000, but not over $10,000,000.	$400,000, plus 6% of the excess over $5,000,000.
Over $10,000,000	$700,000, plus 5% of the excess over $10,000,000.

SEC. 201. TAXABLE YEARS TO WHICH AMENDMENTS APPLICABLE. (Revenue Act of 1943, Title II.)

Except as otherwise expressly provided, the amendments made by this title shall be applicable only with respect to taxable years beginning after December 31, 1943.

PAR. 11. Section 35.714–1 is amended by striking out the second sentence and inserting in lieu thereof the following:

Regardless of the ratio of earnings to invested capital for previous taxable years, such credit is an amount equal to 8 percent of the corporation's invested capital for the taxable year, except that if such invested capital for any taxable year exceeds $5,000,000, the credit for such taxable year is an amount determined in accordance with the following tables:

TAXABLE YEARS BEGINNING PRIOR TO JANUARY 1, 1944

Invested capital	*Credit*
Over $5,000,000 but not over $10,000,000.	$400,000, plus 7% of the excess over $5,000,000.
Over $10,000,000, but not over $200,000,000.	$750,000, plus 6% of the excess over $10,000,000.
Over $200,000,000	$12,150,000, plus 5% of the excess over $200,000,000.

TAXABLE YEARS BEGINNING AFTER DECEMBER 31, 1943

Over $5,000,000 but not over $10,000,000.	$400,000, plus 6% of the excess over $5,000,000.
Over $10,000,000	$700,000, plus 5% of the excess over $10,000,000.

PAR. 12. There is inserted immediately preceding § 35.722–1 the following:

SEC. 206. PUBLICITY OF RELIEF GRANTED UNDER SECTION 722. (Revenue Act of 1943, Title II.)

(a) *In general.* Section 722 is amended by inserting at the end thereof the following new subsection:

(g) The Commissioner shall compile for each fiscal year beginning after June 30, 1941, by internal revenue districts, and alphabetically arranged, all cases in which relief has been allowed during such year under the provisions of this section by the Commissioner and by The Tax Court of the United States, as the case may be. Such compilation shall contain the name and address of each taxpayer to which relief has been so allowed, the business in which the taxpayer is engaged, the amount of the excess profits credit before such allowance, the increase in such credit claimed, the increase in such credit allowed, and the amount of the gross reduction in the tax under this subchapter and of the gross increase in the tax under Chapter 1, which results from the operation of this section. In the case of relief allowed by The Tax Court of the United States, the Commissioner shall also set forth the data previously reported under this subsection with respect to relief previously allowed in such case by the Commissioner. Such compilation shall be published in the FEDERAL REGISTER.

(b) *Taxable years to which applicable.* The compilation of cases required by the amendment made by subsection (a) shall not be limited to cases relating to taxable years beginning after December 31, 1943.

PAR. 13. There is inserted immediately preceding § 35.729–1 the following:

SEC. 204. INCREASE IN SPECIFIC EXEMPTION. (Revenue Act of 1943, Title II.)

* * * * * * *

(b) *Return requirement.* Section 729 (b) (2) (relating to return requirement) is amended by striking out "$5,000" and inserting in lieu thereof "$10,000".

* * * * * * *

SEC. 201. TAXABLE YEARS TO WHICH AMENDMENTS APPLICABLE. (Revenue Act of 1943, Title II.)

Except at otherwise expressly provided, the amendments made by this title shall be applicable only with respect to taxable years beginning after December 31, 1943.

(Sec. 62, Internal Revenue Code (53 Stat. 32; 26 U.S.C. 62) as made applicable by sec. 729 (a); Internal Revenue Code (54 Stat. 989; 26 U.S.C. 729 (a)) and secs. 201, 202 (a) and (b), 203, 204 (a) and (b), 205, and 206, Revenue Act of 1943 (Pub. Law 235, 78th Cong.) enacted Feb. 25, 1944)

[SEAL] JOSEPH D. NUNAN, JR.,
Commissioner of Internal Revenue.

Approved: July 1, 1944.

JOHN L. SULLIVAN,
Acting Secretary of the Treasury.

[F. R. Doc. 44–9704; Filed, July 1, 1944; 4:13 p. m.]

Subchapter C—Miscellaneous Excise Taxes

[T. D. 5385]

PART 101—TAXES ON ADMISSIONS, DUES, AND INITIATION FEES

CABARET TAX

In order to conform Regulations 43 (26 CFR, Cum. Supp., Part 101), relating to taxes on admissions, cabarets, dues, and initiation fees under Chapter 10 of the Internal Revenue Code, as amended, to section 3 of the Public Debt Act of 1944 (Pub. Law 333, 78th Cong.), approved June 9, 1944, and for other purposes, such regulations are hereby amended as follows:

PARAGRAPH 1. The words appearing in parentheses in the heading beginning "Part 101" immediately preceding "Subpart A—Introductory," as amended by Treasury Decision 5349, approved March 17, 1944, are further amended by adding

at the end thereof "and the Public Debt Act of 1944."

PAR. 2. The first sentence of the first paragraph of § 101.0, as amended by Treasury Decision 5349, is further amended by changing the period at the end thereof to a comma and adding thereafter the following: "and the Public Debt Act of 1944."

PAR. 3. Immediately preceding § 101.1 there is inserted the following:

SEC. 3. REDUCTION OF WAR TAX RATE ON CABARETS, ROOF GARDENS, ETC. (Public Debt Act of 1944, approved June 9, 1944.)

* * * * *

(b) *Effective date.* The amendment made by subsection (a) shall be applicable only with respect to the period beginning at 10 antemeridian on the first day of the first month following the date of enactment of this Act.

PAR. 4. Section 101.1 as amended by Treasury Decision 5349, is further amended as follows:

(A) By changing the period at the end of the second paragraph to a comma and adding thereafter the following: "and the Public Debt Act of 1944."

(B) By inserting at the end of the third paragraph the following: "The amendment made by the Public Debt Act of 1944, and the amendments of these regulations pursuant to such act, with respect to the cabaret tax become effective at 10 a. m. on July 1, 1944."

PAR. 5. Immediately preceding § 101.13 there is inserted the following:

SEC. 3. REDUCTION OF WAR TAX RATE ON CABARETS, ROOF GARDENS, ETC. (Public Debt Act of 1944.)

(a) *Reduction of rate.* Section 1650 of the Internal Revenue Code is amended by striking out "30 per centum" where it appears in the table therein as the war tax rate on cabarets, roof gardens, and so forth, and inserting in lieu thereof "20 per centum".

PAR. 6. Section 101.13, as amended by Treasury Decision 5349, is further amended as follows:

(A) By changing "30 percent" in the second sentence of the first paragraph to "20 percent".

(B) By substituting for the fourth paragraph thereof the following new paragraphs:

Where the tax is passed on to the patrons, which may be shown by any one of the three methods outlined below, the amount thereof shall be excluded in determining the total amount of the charges upon which the tax is to be computed:

(1) The cabaret tax at the rate of 20 per cent of the total amount charged for admission, refreshment, service, and merchandise is entered and shown as a separate item on the waiters' checks or bills given to the patrons.

(2) The charge for admission, refreshment, service, or merchandise and the cabaret tax of 20 per cent applicable thereto are rung up on separate keys of a cash register and recorded under separate symbols on the cash register tape.

(3) Signs are prominently displayed, or statements are printed conspicuously on menus or price lists, reading as follows: "All prices include 20 per cent Federal cabaret tax." Where this method is used, the tax due for any month on the basis of 20 per cent of the total amount paid by the patrons for admission, refreshment, service, and merchandise, exclusive of the tax passed on to them, may be computed by dividing the total receipts for the month by 120 and multiplying the result by 20.

An establishment subject to the cabaret tax has the option of using whichever of the foregoing three methods it may select. (For records see § 101.32 (b).)

Where a State tax imposed upon the amounts paid for admission, refreshment, service, or merchandise, is passed on to the patrons, which may be shown by one of the foregoing methods, the State tax may likewise be excluded in computing the Federal tax liability. Where the third method is used, the computation of the Federal tax must be modified to make allowance for the inclusion of the State tax in the total receipts. For example, if the rate of the State tax is 2 per cent, the total receipts for any month should be divided by 122 and the result multiplied by 20 in order to compute the Federal tax liability for such month on the basis of 20 per cent of the total amount paid for admission, refreshment, service, or merchandise.

If the Federal tax or the State tax is not passed on to the patrons, the amount thereof shall not be excluded in computing the cabaret tax.

PAR. 7. Section 101.14, as amended by Treasury Decision 5349, is further amended by changing "$1.50" in the third sentence of example (3) to "$1.00".

PAR. 8. Section 101.32, as amended by Treasury Decision 5349, is further amended as follows:

(A) By inserting at the end of the first paragraph of paragraph (b) the following:

Where the passing on of the tax is evidenced by the use of waiters' checks or bills which show the tax as a separate item or by the use of a cash register which records the tax under separate symbols on the cash register tape, as provided by method (1) or (2) included in paragraph four of § 101.13, the total receipts from patrons (exclusive of tax) and the total taxes passed on to them as disclosed by the waiters' checks or bills or the cash register tapes for each day should be entered in the daily record. Where the tax is not shown as a separate item but the passing on of the tax is evidenced by the use of signs or by statements on the menus, as provided by method (3) included in paragraph four of § 101.13, the gross receipts for each day should be entered in the daily record.

(B) By inserting at the end of paragraph (b) the following paragraph:

Where the passing on of the tax to the patrons is evidenced by entries on waiters' checks or bills or by the use of a cash register, the waiters' checks or bills or the cash register tapes must be kept by the establishment for a period of not less than six months.

(Pub. Law 333, 78th Cong.; sec. 3791, Internal Revenue Code (53 Stat. 467; 26 U.S.C., 1940 ed., 3791))

JOSEPH D. NUNAN, Jr.,
Commissioner of Internal Revenue.

Approved: June 30, 1944.

JOHN L. SULLIVAN,
Acting Secretary of the Treasury.

[F. R. Doc. 44-9694; Filed, July 1, 1944; 12:54 p. m.]

TITLE 29—LABOR

Chapter IX—War Food Administrator (Agricultural Labor)

[Specific Wage Ceiling Reg. 13, Amdt. 1]

PART 1102—SALARIES AND WAGES OF AGRICULTURAL LABOR IN THE STATE OF CALIFORNIA

WORKERS ENGAGED IN TREE PICKING AND CUTTING APRICOTS IN CERTAIN CALIFORNIA COUNTIES

Section 1102.10 (9 F.R. 7047) is hereby amended as set forth below:

The title of 1102.10 is amended to read as follows:

§ 1102.10 *Wages of workers engaged in tree picking of apricots and cutting of apricots in Areas A, B, and C (hereinafter defined), State of California.*

Paragraph (a) is revised and amended to read as follows:

(a) *Areas, crops, and classes of workers.* Persons engaged in picking apricots from trees, and persons so engaged a portion of the time who are also engaged on a farm in the cutting of apricots in Areas A, B, and C, State of California, are agricultural labor as defined in § 4001.1 (1) of the regulations of the Director of the Office of Economic Stabilization issued on August 28, 1943 (8 F.R. 11960, 12139), as amended on December 9, 1943 (8 F.R. 16702) and June 1, 1944 (9 F.R. 6035).

Paragraph (b) (2) is revised and amended to include within the term "Area B" the County of Contra Costa, California.

Paragraph (c) is revised and amended to read as follows:

(c) *Wage rates; maximum wage rates for tree picking of apricots and cutting apricots.*

(1) In Area A:
  (i) Picking:
    Piece work rate------ $12 per ton.
    Hourly rate---------- 75 cents per hour.
  (ii) Cutting:
    Piece work rate------ $15 per ton.
    Hourly rate---------- 75 cents per hour.
(2) In Area B:
  (i) Picking:
    Piece work rate--- $13 per ton.
    Hourly rate------- 80 cents per hour.
  (ii) Cutting:
    Piece work rate--- $16 per ton.
    Hourly rate------- 80 cents per hour.
(3) In Area C:
  (i) Picking:
    Piece work rate--- $13 per ton.
    Hourly rate------- 85 cents per hour.
  (ii) Cutting:
    Piece work rate--- $16 per ton.
    Hourly rate------- 85 cents per ton.

If workers in any of the areas above described are paid on other than tonnage basis, the compensation must be equivalent to the above.

All the above rates are exclusive of any payments to labor contractors.

(56 Stat. 765, 50 U.S.C. App. Sup. 961 et seq.; Pub. Law 34, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681, regulations of the Director of Economic Stabilization, 8 F.R. 11960, 12139, 16702, 9 F.R. 6035; regulations of the War Food Administrator, 9 F.R. 655, 6011, 9 F.R. 831)

Issued this 30th day of June 1944.

WILSON R. BUIE,
Acting Director of Labor.

[F. R. Doc. 44-9639; Filed, June 30, 1944; 4:59 p. m.]

[Specific Wage Ceiling Reg. 19]

PART 1102—SALARIES AND WAGES OF AGRICULTURAL LABOR IN THE STATE OF CALIFORNIA

WORKERS ENGAGED IN PICKING AND CUTTING PEACHES IN CERTAIN CALIFORNIA COUNTIES

§ 1102.12 *Wages of workers engaged in the picking of peaches from trees and the cutting of peaches in Areas A, B, and C, (hereinafter defined), State of California.* Pursuant to § 4001.7 of the regulations of the Director of the Office of Economic Stabilization relating to wages and salaries issued August 28, 1943 (8 F.R. 11960, 12139), as amended on December 9, 1943 (8 F.R. 16702) and June 1, 1944 (9 F.R. 6035) and to the regulation of the War Food Administrator issued January 20, 1944 (9 F.R. 831), entitled "Specific Wage Ceiling Regulations" and based upon relevant facts submitted by the California WFA Wage Board and obtained from other sources, it is hereby determined that:

(a) *Areas, crops, and classes of workers.* Persons engaged in picking peaches from trees, and persons so engaged a portion of the time who are also engaged on a farm in the cutting of peaches in Areas A, B, and C, State of California, are agricultural labor as defined in Section 4001.1 (1) of the regulations of the Director of the Office of Economic Stabilization, issued on August 28, 1943 (8 F.R. 11960, 12139), as amended on December 9, 1943 (8 F.R. 16702) and June 1, 1944 (9 F.R. 6035).

(b) *Definitions.* (1) Area A means the Counties of Kern, Kings, Tulare, Fresno, Madera, Merced, and that portion of Stanislaus County west of the San Joaquin River.

(2) Area B means the Counties of Tehama, Glenn, Butte, Yuba, Sutter, Colusa, Sonoma, Napa, Yolo, Solano, Sacramento, Placer, El Dorado, Contra Costa, San Joaquin, and that portion of Stanislaus County lying east of the San Joaquin River, and that portion of Santa Clara County lying south of the town of Coyote.

(3) Area C means that portion of Santa Clara County lying north of the town of Coyote.

(c) *Wage rates; maximum wage rates for picking and cutting peaches.*

In Area A:
  (1) Tree picking freestone peaches:
    (i) For market:
      Piece rate---------- $8 per ton.
      Hourly rate---------- 75¢ per hour.
    (ii) For drying or canning:
      Piece rate---------- $6 per ton.
      Hourly rate---------- 75¢ per hour.
  (2) Tree picking clingstone peaches:
    Piece rate---------- $6 per ton.
    Hourly rate---------- 75¢ per hour.
  (3) Cutting of freestone peaches for drying:
    Piece rate---------- $6 per ton.
    Hourly rate---------- 75¢ per hour.
In Area B:
  (1) Tree picking freestone peaches:
    (i) For market:
      Piece rate---------- $8 per ton.
      Hourly rate---------- 80¢ per hour.
    (ii) For drying or canning:
      Piece rate---------- $6 per ton.
      Hourly rate---------- 80¢ per hour.
  (2) Tree picking clingstone peaches:
    Piece rate---------- $6 per ton.
    Hourly rate---------- 80¢ per hour.
  (3) Cutting of freestone peaches for drying:
    Piece rate---------- $6 per ton.
    Hourly rate---------- 80¢ per hour.
In Area C:
  (1) Tree picking freestone peaches:
    (i) For market:
      Piece rate---------- $8 per ton.
      Hourly rate---------- 85¢ per hour.
    (ii) For drying or canning:
      Piece rate---------- $6 per ton.
      Hourly rate---------- 85¢ per hour.
  (2) Tree picking clingstone peaches:
    Piece rate---------- $6 per ton.
    Hourly rate---------- 85¢ per hour.
  (3) Cutting of freestone peaches for drying:
    Piece rate---------- $6 per ton.
    Hourly rate---------- 85¢ per hour.

If workers are paid on other than a per ton basis, the rates paid cannot exceed the equivalent of the above maximum rates. The above rates are exclusive of any payment to labor contractors.

(d) *Administration.* The California WFA Wage Board located at 2181 Bancroft Way, Berkeley, California, will have charge of the administration of this order in accordance with the provisions of the specific wage ceiling regulations issued by the War Food Administrator January 20, 1944 (9 F.R. 831).

(e) *Applicability of specific wage ceiling regulations.* This specific wage ceiling regulation No. 19 shall be deemed to be a part of the specific wage ceiling regulations issued by the War Food Administrator on January 20, 1944 (9 F.R. 831) and the provisions of such regulations shall be applicable to this specific wage ceiling regulation No. 19 and any violation of this specific wage ceiling regulation No. 19 shall constitute a violation of such specific wage ceiling regulations.

(56 Stat. 765, 50 U.S.C. App. Supp. 961 et seq.; 57 Stat. 63; Pub. Law 34; 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681, regulations of the Director of Economic Stabilization, 8 F.R. 11960, 12139, 16702, 9 F.R. 6035; regulations of the War Food Administrator, 9 F.R. 655, 831, 6011)

Issued this 30th day of June 1944.

WILSON R. BUIE,
Acting Director of Labor.

[F. R. Doc. 44-9640; Filed, June 30, 1944; 4:59 p. m.]

[Specific Wage Ceiling Reg. 20]

PART 1102—SALARIES AND WAGES OF AGRICULTURAL LABOR IN THE STATE OF CALIFORNIA

WORKERS IN DAIRYING IN CERTAIN PORTIONS OF THE LOS ANGELES METROPOLITAN MILK SHED, CALIF.

§ 1102.13 *Workers engaged as milkers, milk-house machine operators, and milk-house can men in dairying in the Counties of Los Angeles, Orange, Riverside, San Bernardino and Ventura, State of California.* Pursuant to § 4001.7 of the regulations of the Director of the Office of Economic Stabilization relating to wages and salaries issued August 28, 1943 (8 F.R. 11960, 12139), as amended on December 9, 1943 (8 F.R. 16702) and June 1, 1944 (9 F.R. 6035) and to the regulations of the War Food Administrator issued January 20, 1944 (9 F.R. 831), entitled "Specific Wage Ceiling Regulations" and based upon relevant facts submitted by the California WFA Wage Board and obtained from other sources, it is hereby determined that:

(a) *Areas, crops, and classes of workers.* Persons engaged as milkers, milk-house machine operators, and milk-house can men in dairying in the Counties of Los Angeles, Orange, Riverside, San Bernardino and Ventura, State of California, are agricultural labor as defined in § 4001.1 (1) of the regulations of the Director of the Office of Economic Stabilization issued on August 28, 1943 (8 F.R. 11960, 12139), as amended on December 9, 1943 (8 F.R. 16702) and June 1, 1944 (9 F.R. 6035).

(b) *Definitions.* When used in this specific wage ceiling regulation, unless otherwise distinctly expressed, or manifestly incompatible with the intent thereof:

(1) The term "wage rates" means wages, salary, bonuses, the actual value of all perquisites such as board, lodging, and other items, and all other forms of direct or indirect compensation as defined in the general regulations; provided, in cases where board and lodging are furnished the worker, the minimum deduction shall be $40 per month. Where milk is furnished, the minimum deduction shall be the actual value of the milk f. o. b. the ranch. All rates per month provide for one day off in each seven days. Monthly wage rates for workers other than regular, relief, and emergency milkers, shall apply to the work period customarily in effect on each dairy prior to December 9, 1943.

(2) (i) The term "Holstein string" means a string composed of two-thirds (⅔) or more black and white cows, and black cows of Holstein types;

(ii) The term "Jersey and Guernsey string" means a string composed of two-thirds (⅔) or more Jersey and Guernsey type cows; and

(iii) The term "mixed string" means any other string not fitting the classifications of (i) or (ii). The above classification of strings shall be applicable in determining the base poundage for hand milkers.

(3) The term "string", for machine milkers, means a string of 60 cows except for certified dairies the number of cows is 52: *Provided, however,* That any number less than 60 and 52, respectively, is a string if the average daily production is equal to the base poundage of 1900 pounds. For hand milkers a string is 30 cows, except for certified dairies the number of cows is 26: *Provided, however,* That any number less than 30 and 26, respectively, is a string if the average daily production is equal to the applicable base poundage set forth in paragraph (c) (1) (ii) hereof.

(4) The term "long string" for machine milking means a string in excess of 60 cows (or 52 cows on certified dairies); a "long string" for hand milking is in excess of 30 cows (or 26 cows on certified dairies).

(5) The term "short string", for machine milking means a string of less than 60 cows (or 52 cows on certified dairies) not producing the base poundage; a "short string" for hand milking is less than 30 cows (or 26 cows on certified dairies) not producing the base poundage.

(6) The term "milkers" means persons whose duties are to bring the string to and from the corral, feed grain, wash the cows, milk and strip the cows, dump the milk, clean the barn in conformity with sanitary standards, and perform other duties customarily related to the milking operation.

(7) The term "milk-house machine operators" means persons whose duties are to operate and clean the bottle washers, bottle fillers, pasteurizers, and other milk-house equipment, to keep the milk-house in the required sanitary condition, and to perform other duties customarily related to the above major duties.

(8) The term "milk-house can men" means persons whose duties consist of filling cans or tankers with bulk milk, to clean and sterilize milking machines, cans, refrigerator and cooling equipment, and all other milk-house equipment, to keep the milk-house in the required sanitary condition, and to perform other duties customarily related to the above major duties.

(9) The term "emergency and relief milkers" means persons whose duties are the same as "milkers."

(c) *Wage rates; maximum rates for dairy workers*—(1) *Milkers.* (i) Machine: base pay per string per month $205, plus bonus per month of 12½¢ for each daily average pound of milk drawn in excess of the base poundage of 1,900 pounds.

(ii) Hand: base pay per string per month $205, plus bonus per month of 25¢ for each daily average pound of milk drawn in excess of the following base poundage:

(a) 1050 pounds	Holstein strings.
(b) 950 pounds	Mixed strings.
(c) 850 pounds	Jersey and Guernsey strings.

(iii) For machine milking of long strings the maximum additional payment shall be the bonus per month of 12½¢ for each pound drawn in excess of the base poundage, or $4 per month for each cow in excess of 60 cows (or 52 cows on certified dairies), whichever is greater.

(iv) For hand milking of long strings the maximum additional payment shall be the bonus per month of 25¢ for each pound drawn in excess of the base poundage, or $8 per month for each cow in excess of 30 cows (or 26 cows on certified dairies), whichever is greater.

(v) For relief milkers: the maximum wage paid shall be the highest wage paid to any milker of a string which is relieved.

(vi) Maximum payment for milking less than a string (short string) by machine or by hand, shall be in proportion to the base pay as the actual number of cows milked bears to 60 or 30 cows for machine and hand milking respectively (or 52 or 26 cows respectively on certified dairies) or as the actual daily poundage of milk bears to the applicable base poundage, whichever is greater: *Provided, however,* That milkers on short strings doing other jobs may receive additional compensation at the legal rate for the other job or jobs for the proportionate time spent on such other job or jobs.

(vii) Extra turnins: $5.00 additional per month may be allowed if turnins are in excess of 3 per milking.

(viii) Payments on other than bonus basis: if payments are made on a flat monthly wage or other basis, the maximum payment may not exceed the equivalent rate when calculated as above.

(2) Emergency milkers for one milking $7.00; for periods of one to six days, inclusive, $12.00 per day.

(3) Milk-house man: machine or can, $195 per month.

(d) *Administration.* The California WFA Wage Board located at 2181 Bancroft Way, Berkeley, California, will have charge of the administration of this order in accordance with the provisions of the specific wage ceiling regulations issued by the War Food Administrator January 20, 1944 (9 F.R. 831).

(e) *Applicability of specific wage ceiling regulations.* This specific wage ceiling regulation No. 20 shall be deemed to be a part of the specific wage ceiling regulations issued by the War Food Administrator on January 20, 1944 (9 F.R. 831) and the provisions of such regulations shall be applicable to this specific wage ceiling regulation No. 20 and any violation of this specific wage ceiling regulation No. 20 shall constitute a violation of such specific wage ceiling regulations.

(56 Stat. 765, 50 U.S.C. App. Supp. 961 et seq.; 57 Stat. 63; Pub. Law 34; 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681, regulations of the Director of Economic Stabilization, 8 F.R. 11960, 12139, 16702, 9 F.R. 6035; regulations of the War Food Administrator, 9 F.R. 655, 831, 6011)

Issued this 30th day of June 1944.

WILSON R. BUIE,
Acting Director of Labor.

[F. R. Doc. 44-9641; Filed, June 30, 1944; 4:59 p. m.]

PART 1100—REGULATIONS RELATIVE TO SALARIES AND WAGES OF AGRICULTURAL LABOR

ESTABLISHMENT OF WAGE CEILING

The regulations relative to salaries and wages of agricultural labor issued by the War Food Administrator on January 17, 1944 (9 F.R. 655) and amended on June 1, 1944 (9 F.R. 6011) are hereby amended as follows:

1. Section 1100.1 is amended by adding the following at the end thereof:

(1) The term "producer" means the person who is in charge of the farming operations on a farm.

2. Section 1100.8 is amended to read as follows:

§ 1100.8 *Procedure for recommending establishment of wage ceilings.* Whenever it is requested in writing, by petition or otherwise, by a majority of the producers of any commodity in a particular area who would be affected by a specific wage ceiling relative to that particular commodity and area, the wage board having jurisdiction over that area shall hold a public hearing for the purpose of aiding the Administrator in the establishment of a specific wage ceiling regulation, as described in § 1100.7 hereof.

For the purposes of such a hearing a member of the staff of the Office of Labor, sitting as a non-voting member of the board, may be appointed. The board shall give public notice of such hearing at least three days prior to the hearing. Such public notice shall be given by posting in prominent places in the area to be affected, and by publication in local newspapers of general circulation. The hearing shall be conducted by two or more members of the board as the board shall direct. The hearing shall be informal. Testimony shall be taken concerning the type of work to be controlled, the exact areas to be subject to control, the crop or crops to be affected, the wage rates paid, and all related matters relative to the establishment or a wage ceiling. All interested persons may appear and testify. A transcript of the record shall be kept. The presiding officer shall open the hearing with a statement of its purpose and the rules which will govern. As soon as possible after the hearing is concluded, the board shall prepare its recomendations (which must be approved by at least a majority of the board) as to the type of employment, wage rates to be paid, crop or crops to be affected, the extent of the area to be subject to control, and other related matters, and forward the report together with the transcript of the hearing to the Administrator. Neither the testimony received nor the recommendations of the board are binding upon the Administrator in establishing a specific wage ceiling regulation. Any interested person may file a petition for reconsideration of a specific wage ceiling regulation with the wage board administering the regulation or with the Administrator. If such a petition is filed with a wage board, such board shall forward the petition together with its recommendations to the Administrator.

Effective July 1, 1944.

(56 Stat. 765, 50 U.S.C. Supp. II 961 et seq., as amended by Pub. Law 34, 78th Cong.; E.O. 9328, 8 F.R. 9681, regulations of Economic Stabilization Director, dated Aug. 28, 1943, as amended, 8 F.R. 11960, 12139, 16702, 9 F.R. 6035)

MARVIN JONES,
War Food Administrator.

[F. R. Doc. 44-9696; Filed, July 1, 1944; 3:55 p. m.]

TITLE 31—MONEY AND FINANCE: TREASURY

Chapter I—Monetary Offices, Department of the Treasury

PART 131—GENERAL LICENSES UNDER EXECUTIVE ORDER NO. 8389, APRIL 10, 1940, AS AMENDED, AND REGULATIONS ISSUED PURSUANT THERETO

FINLAND

JUNE 30, 1944.

Amendment to General License No. 32 under Executive Order No. 8389, as amended, Executive Order No. 9193, section 5 (b) of the Trading with the Enemy Act, as amended by the First War Powers Act, 1941, relating to foreign funds control.

General License No. 32 is hereby amended by deleting from paragraph (1) (a) thereof, wherever it appears, the following: "Finland,".

(Sec. 5 (b), 40 Stat. 415 and 966; sec. 2, 48 Stat. 1, 54 Stat. 179; 55 Stat. 838; E.O. 8389, Apr. 10, 1940, as amended by E.O. 8785, June 14, 1941, E.O. 8832, July 26, 1941, E.O. 8963, Dec. 9, 1941, and E.O. 8998, Dec. 26, 1941; E.O. 9193, July 6, 1942; Regs. Apr. 10, 1940, as amended June 14, 1941, July 26, 1941)

[SEAL] HERBERT E. GASTON,
Acting Secretary of the Treasury.

[F. R. Doc. 44-9638; Filed, June 30, 1944; 4:18 p. m.]

APPENDIX A—GENERAL RULINGS UNDER EXECUTIVE ORDER NO. 8389, APRIL 10, 1940, AS AMENDED, AND REGULATIONS ISSUED PURSUANT THERETO

FINLAND

JUNE 30, 1944.

Amendment to General Ruling No. 11 under Executive Order No. 8389, as amended, Executive Order No. 9193, sections 3 (a) and 5 (b) of the Trading with the Enemy Act, as amended by the First War Powers Act, 1941, relating to foreign funds control.

General Ruling No. 11 is hereby amended by inserting in paragraph (4) (b) (ii) thereof immediately before the words "and any other territory controlled or occupied by Germany, Italy or Japan" the following: "Finland;".

(Sec. 3 (a), 40 Stat. 412; sec. 5 (b), 40 Stat. 415 and 966; sec. 2, 48 Stat. 1; 54 Stat. 179; 55 Stat. 838; E.O. 8389, Apr. 10, 1940, as amended by E.O. 8785, June 14, 1941; E.O. 8832, July 26, 1941, E.O. 8963, Dec. 9, 1941, and E.O. 8998, Dec. 26, 1941; E.O. 9193, July 6, 1942; Regs., Apr. 10, 1940, as amended June 14, 1941, July 26, 1941)

[SEAL] HERBERT E. GASTON,
Acting Secretary of the Treasury.

[F. R. Doc. 44-9637; Filed, June 30, 1944; 4:19 p. m.]

TITLE 32—NATIONAL DEFENSE

Chapter IX—War Production Board

Subchapter B—Executive Vice-Chairman

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 1010—SUSPENSION ORDERS

[Suspension Order S-518, Reinstatement]

GENERAL PLAYGROUND EQUIPMENT, INC.

General Playground Equipment, Inc., 1133 South Courtland Avenue, Kokomo, Indiana, which is a corporation engaged among other things, in the business of manufacturing playground equipment, was suspended on April 24, 1944, by Suspension Order No. S-518. It appealed from the provisions of the Suspension Order, and, pending determination of the appeal, the Suspension Order was stayed by the Chief Compliance Commissioner on June 13, 1944, with regard to orders bearing preference ratings of AA-2X or higher and to orders placed by the Armed Services of the United States. The appeal has been considered by the Deputy Chief Compliance Commissioner who dismissed the appeal and directed that the amendment by order of the Chief Compliance Commissioner of June 13, 1944, be made permanent. In view of the foregoing: *It is hereby ordered,* That:

Section 1010.518, *Suspension Order No. S-518* issued April 17, 1944, and effective April 24, 1944, be and hereby is reinstated; and Amendment 1, staying the provisions of the order with regard to orders bearing preference ratings of AA-2X or higher and to orders placed by the Armed Services of the United States, directed by the Chief Compliance Commissioner on June 13, 1944, be made permanent.

Issued this 30th day of June 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9615; Filed, June 30, 1944; 4:31 p. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 1, Direction 53]

CONTROLLED MATERIALS PURCHASED FOR MRO IN FOREIGN COUNTRIES

The following direction is issued pursuant to CMP Regulation 1:

(a) Exporters may buy for shipment on general export license in each calendar quarter not more than the amounts of controlled material listed below for each single consignee by the use of the allotment symbol E-2. An exporter may buy this material only if he knows or has reason to believe that the consignee will use it for maintenance, repair, or operating supplies (not including capital additions). The exporter may not buy any controlled material under this direction if he knows or has reason to believe that the consignee will use it for any other purpose.

Carbon steel (including wrought iron)	3 tons
Alloy steel	1,200 pounds
Copper and copper base alloy	300 pounds.
Aluminum	500 pounds.

(b) The exporter may buy the controlled materials as explained in paragraph (a) by placing on his order the symbol E-2 and the certification described in Priorities Regulation 7. Such an order is an authorized controlled material order for the purpose of all CMP Regulations. The exporter may place separate orders for material destined for one consignee, but the total of all such orders in one calendar quarter for each consignee may not exceed the amounts set forth in paragraph (a).

(c) Nothing in this direction shall be construed to relieve any exporter from complying with the provisions of any applicable regulation, rule or order of the War Production Board or the Foreign Economic Administration.

(d) An exporter may not buy any controlled material under this direction for a consignee in any case where he knows or has reason to believe that the consignee has been given an authorization and quota for maintenance, repair and operating supplies under Direction 20 to CMP Regulation 5, or where the consignee obtains maintenance, repair and operating supplies under Order P-56 (mines and smelters).

Issued this 1st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9662; Filed, July 1, 1944; 11:33 a. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 5, Direction 20]

MRO FOR PERSONS ABROAD PRODUCING FOR THE UNITED STATES GOVERNMENT

The following direction is issued pursuant to CMP Regulation 5:

A person producing material in foreign areas on contract with or for sale to the United States Government may get maintenance, repair and operating supplies under CMP Regulation 5, but only upon specific authorization and within a quota issued by the War Production Board upon the recommendation of the Foreign Economic Administration. An application for issuance of an authorization and quota should be made by letter in triplicate, addressed to the War Production Board but filed with the Foreign

Economic Administration, Requirements and Supply Branch, Washington, D. C., which will forward the application to the War Production Board with appropriate recommendations for action. This direction does not apply, however, to an operator in the petroleum industry or to any person for whom Order P–56 ("Mines and Smelters") prescribes the procedure for obtaining maintenance, repair and operating supplies.

Issued this 1st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–9663; Filed, July 1, 1944; 11:33 a. m.]

PART 3270—CONTAINERS

[Conservation Order M–290, Direction 4]

DELIVERIES OF SHEETS TO SHEET PLANTS UNDER SECOND QUARTER AUTHORIZATIONS AFTER JULY 1, 1944

The following direction is issued pursuant to Conservation Order M–290:

(a) If all of the conditions stated in this direction are fulfilled, a sheet plant may accept against second quarter authorizations deliveries of corrugated and solid fibre sheets, even though they were not delivered or in transit to it by June 30, 1944.

(1) The sheet plant must have placed its order, duly certified in accordance with Order M–290 (see paragraphs (c) and (d)), for the sheets with its supplier prior to June 20, 1944, and must be entitled to accept the sheets, in so far as tonnage is concerned, within the authorization it received for the second quarter of 1944.

(2) The corrugated or solid fibre sheets must be made from containerboard which was delivered or in transit to the sheet supplier prior to July 1, 1944, pursuant to a duly certified purchase order carrying the sheet plant's authorization number in accordance with paragraph (c) of Order M–290.

(b) This direction supersedes, to the extent indicated, the statement contained in outstanding second quarter authorizations for containerboard, to the effect that such authorizations lapse with respect to any containerboard not actually delivered or in transit to the consumer by the last day of the quarter covered by his application. In all other respects, the provisions of Order M–290 and all authorizations issued thereunder remain fully applicable.

Issued this 1st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–9664; Filed, July 1, 1944; 11:33 a. m.]

PART 3281—PULP AND PAPER

[Limitation Order L–120, Schedule I, as Amended July 1, 1944]

PAPER AND PAPERBOARD FOR USE IN COMMERCIAL PRINTING

§ 3281.17 *Schedule I to Limitation Order L–120*—(a) *Definitions.* For the purpose of this schedule, including the appendix:

(1) The term "paper and paperboard" means and is limited to the kinds of paper and paperboard commonly described and distributed in the paper trade by the names used as captions in the appendix below.

(2) The term "paper and paperboard for use in commercial printing" means all paper and paperboard commonly manufactured and distributed for use in printing, including but not limited to the printing of house organs, music, labels and posters; and excluding only those manufactured and distributed for use in printing newspapers and magazines, pamphlets published for resale, and books, or for conversion into another paper product or products otherwise than by printing.

(3) A "grade" means one particular quality within a kind of paper or paperboard such grade having the essential properties peculiar to such kind and common to all grades within such kind, but distinguished from other such grades by a difference in the degree to which one or several of those common properties are emphasized. However, a difference in the degree to which any common property is emphasized, due only to a difference in ash content, in sizing, in the quantity of adhesive in the coating formula, or in the dyes used in the paper or paperboard, or coating shall not be considered as resulting in a different grade.

(4) "Color" means any hue of the spectrum, including but not limited to ivory, india and green-white tints, and black, but not including white.

(5) The term "basis weight" means the weight in pounds per 500 sheets in the size indicated under the appropriate caption, or the equivalent weight of 500 sheets in any other size figured proportionately to the size specified.

(6) The term "thickness" means the thickness of a sheet of paper or paperboard expressed either in terms of plies or in terms of thousandths of an inch measured by the Cady Micrometer.

(7) An "item" means a quantity of paper or paperboard all of which is of the same size, grain, basis weight, finish, color and grade.

(8) The term "standard" as applied to grade, color, basis weight, and size means, with respect to each manufacturer, a grade and color selected and a basis weight or thickness, and size specified under A of the appropriate caption in the appendix below.

(9) The term "special" as applied to grade, color, basis weight, and size means, with respect to each manufacturer, any grade, color, basis weight, thickness or size that is not standard.

(10) The term "special making order" means a single order placed by a single buyer for manufacture at one time for use by one printer or consumer.

(11) The term "manufacture" includes all making and finishing operations prior to packaging or packing, including pasting whether by a primary manufacturer or otherwise.

(12) "Person" means any individual, partnership, association, or other form of enterprise, including within one "person" all affiliates, subsidiaries, individuals, corporations, partnerships, or other forms of enterprise subject to a common executive or operating management or with a common sales organization.

(b) *Identification of the papers or paperboards subject to this schedule.* It shall be the duty of each person who manufactures paper or paperboard to determine in the first instance, but subject to review and official classification by the War Production Board at any time thereafter, under which caption, if any, of the appendix belongs each of the "paper and paperboard for use in commercial printing" manufactured by him. There shall be taken into account in such determination, and in any review and reclassification by the War Production Board the designation by which the manufacturer heretofore identified or distributed the paper or paperboard in question, the common designation in the paper trade of similar papers or paperboards selling within the same general price range as the paper or paperboard in question, and the common designation in the paper trade of papers or paperboards possessing the same general physical characteristics, manufactured by the same general processes, or commonly distributed and used for the same general uses as the paper or paperboard in question. If a manufacturer is uncertain as to the proper caption under which to classify a particular kind of "paper or paperboard for use in commercial printing", or whether a particular kind of paper or paperboard is such a paper or paperboard at all or belongs under any caption of the appendix to this schedule, he may apply to the War Production Board, in writing, for an official classification of such paper or paperboard, submitting with his application representative samples of the grade or grades in which he manufactures such paper or paperboard, a full explanation of the processes by which he manufactures the same, the designation by which he has heretofore identified or distributed the same, the general uses for which it is intended, the general price range within which it is sold, and the types of paper or paperboard with which it chiefly competes, and a full explanation of the reasons for his uncertainty. The War Production Board may on its own motion review a manufacturer's classification and substitute therefore an official classification. In any event, an official classification by the War Production Board by telegram or notice in writing sent to the manufacturer, shall, unless and until the War Production Board shall amend or revise the same by telegram or notice in writing sent to the manufacturer, be conclusive.

(c) *Selection of grades for regular manufacture.* Each person who manufactures any kind of "paper or paperboard for use in commercial printing", shall select such "grade" or "grades" (if selection is indicated under the appropriate caption and has not already been made by him), not to exceed the number specified in A (1) of the appropriate caption of the appendix below, as he may desire to adopt for regular manufacture, and shall forthwith notify the War Production Board of such selection on Form WPB 1295 (formerly PD–589). The manufacturer may thereafter apply to

the War Production Board for leave to amend the original selection, but unless and until such leave is granted by the War Production Board, in writing, the original selection shall remain binding.

(d) *Selection of colors for regular manufacture.* If by the terms of A (2) under the appropriate caption of the Appendix below a manufacturer is permitted with respect to a particular grade of a kind of "paper and paperboard for use in commercial printing", to select a number of colors and such selection is indicated and has not already been reported by him, each person desiring to manufacture such grade in colors shall immediately select therefor such particular colors, not to exceed the number indicated in A (2) of the appropriate caption, as he may desire to adopt for regular manufacture, and shall immediately notify the War Production Board of such selection on Form WPB 1295 (formerly PD–589). The manufacturer may thereafter apply to the War Production Board for leave to amend the original selection, but unless and until such leave is granted by the War Production Board in writing, the original selection shall remain binding.

(e) *General limitations.* No person shall manufacture any kind of "paper or paperboard for use in commercial printing" in any grade, color, basis weight, or size other than those specified or selected as standard under A of the appropriate caption of the appendix (where such standards are specified or selected under A of the appropriate caption), or contrary to any other provision under the appropriate caption. This general rule is, however, subject to the following exceptions:

(1) Tolerances and variations are permitted to the extent provided in paragraph (f).

(2) Cutting and slitting to various sizes are permitted to the extent provided in paragraph (g).

(3) Special provision is made for "jobs" and "seconds" in paragraph (h).

(4) Special provision is made for export orders in paragraph (i).

(5) Exceptions are made for "special making orders" under certain captions of the appendix. However, regardless of these exceptions where special making orders are so permitted under any caption, the basis weight or thickness must not exceed the heaviest standard basis weight or thickness permitted under A of such caption.

(6) Paper or paperboard in process of manufacture on June 5, 1944, and conforming to the requirements of this order prior to the amendment effective that date, may be completed otherwise than by pasting.

(7) Paper or paperboard may be manufactured for a particular use in any basis weight or thickness permitted for such use by this or any other order of the War Production Board, provided the basis weight or thickness does not exceed the maximum specified by the War Production Board for such use, and provided all other provisions of this or such other orders are fully complied with.

(f) *Tolerances and variations.* The prohibitions and restrictions of this revised schedule are subject to the normal tolerances customary in the manufacture of the kind of paper or paperboard under each caption and to the normal variations in quantity manufactured customarily acceptable in the paper trade for such kind. Nothing in this revised schedule shall restrict the remaking, because of faulty manufacture or excessive underrun, of all or any part of a "special making order" accepted in good faith for manufacture in accordance with the terms of this revised schedule.

(g) *Cutting and slitting.* Nothing in this revised schedule shall restrict the cutting of any sheet size to sizes of which the parent size is a multiple, provided the parent size is manufactured in accordance with the provisions of this revised schedule, nor restrict the slitting to fractional width rolls of any parent roll size manufactured in accordance with the provisions of this revised schedule on an order for rolls; however, a special sheet size may not be cut from a standard or special roll size except in a quantity and under the conditions, if any, applying to a "special size" under B of the appropriate caption in the Appendix below.

(h) *Jobs and seconds.* Nothing in this revised schedule shall restrict the sale of "job lots" or "seconds" resulting from faulty manufacture or overruns customarily unacceptable to the buyer, which occur during a bona fide attempt to manufacture "paper and paperboard" according to the terms of this revised schedule, provided that the manufacturer clearly informs the purchaser that such paper or paperboard is a "job lot" or "seconds" and so indicates on each package.

(i) *Exception for export.* Regardless of the foregoing provisions of this revised schedule and of the provisions of Limitation Order L–120, a person may manufacture for export (but may not without permission in writing from the War Production Board sell in the domestic market) any "kind" of "paper or paperboard for use in commercial printing" in any size, basis weight or thickness required, regardless of quantity, provided all other provisions of this schedule are complied with and (if the basis weight or thickness is heavier than permitted) such person has received permission in writing from the War Production Board to manufacture the particular order in question in such heavier basis weight.

(j) *Records and reports*—(1) *Standard samples.* Each person who manufactures any kind of "paper or paperboard for use in commercial printing" shall keep, readily available for inspection by the War Production Board, representative samples of each standard grade and each standard color of such grade selected by him under A (1) and A (2) of the appropriate caption.

(2) *Special making orders.* On and after September 1, 1943, each person who manufactures any "special making order" permitted under B of the appropriate caption of the appendix below shall require from the buyer a statement to the effect that such order is purchased for use by one printer or consumer, shall keep such statement, together with a complete record of such order, readily available for inspection by the War Production Board and shall submit reports of such orders to the War Production Board as it may from time to time require, subject to the approval of the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

(3) *Export orders.* On and after September 1, 1943 each person who manufactures "paper or paperboard for use in commercial printing" for export shall require from the buyer a statement on his purchase order to the effect that such paper is purchased for export, shall keep such statement, together with a complete record of the order against which such paper is manufactured, readily available for inspection by the War Production Board, and shall submit reports of such orders to the War Production Board as it may from time to time require, subject to the approval of the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

NOTE: The reporting requirements of paragraphs (c) and (d) have been approved by the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

Issued this 1st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

APPENDIX—STANDARDIZATION AND SIMPLIFICATION OF PAPER AND PAPERBOARD FOR USE IN COMMERCIAL PRINTING

UNCOATED ENGLISH (MACHINE) FINISH BOOK PAPERS

A. Grades, Colors, Weights, and Sizes for regular manufacture:

(1) Standard Grades: Not more than two, selected according to paragraph (c) of the foregoing schedule.

(2) Standard Colors: In one of the grades selected under A (1), White and India only. The other grade selected may be manufactured in White, and India and five other colors, selected according to paragraph (d) of the foregoing schedule.

(3) Standard basis weights (Per 500 sheets 25" x 38"): 30, 35, 40; and, if for use in printing sheet music, basis weight 80, or music other than sheet music, basis weight 50, or cigarette cups, basis weight 65, or seed packets, basis weight 60, or labels, basis weight 45; provided that before the sale thereof the manufacturer shall require from the buyer a statement that the order is for such use. The manufacturer shall keep such statement, together with a complete record of the order, readily available for inspection by the War Production Board.

(4) Standard Sizes (in inches):

Sheets: 25 x 38, 28 x 42, 28 x 44, 32 x 44, 35 x 45, 38 x 50.

Rolls: Any dimension of a standard sheet size is a standard size for roll widths.

B. Exceptions for "special making orders" as defined in (a) (10) of the foregoing schedule:

(1) A Special Grade may be manufactured to fill a special making order, provided that:

(a) The quantity of such special grade is at least 20,000 pounds, all in either white or any one color, standard or special; and

(b) The quantity of each permitted basis weight is at least 10,000 pounds; and

(c) The quantity of each item is at least 5,000 pounds.

(2) A Special Color may be manufactured to fill a special making order, provided that:

(a) The quantity of each special color is at least 20,000 pounds in one grade; and

(b) The quantity of each permitted basis weight is at least 10,000 pounds; and

(c) The quantity of each item is at least 5,000 pounds.

(3) A Special Basis Weight may be manufactured, subject to the provisions of paragraph (e) of the foregoing Schedule, to fill a special making order in a quantity of at least 10,000 pounds, and in at least 5,000 pounds of each item:

(a) In a standard grade; or a special grade in the quantities provided for under Exception (1) above; and

(b) In a standard color or white; or a special color in the quantities provided for under Exception (2) above

(4) A Special Size may be manufactured to fill a special making order in a quantity of at least 5,000 pounds of an item:

(a) In a standard grade, standard color or standard basis weight; or

(b) In a special grade, special color or special basis weight in the quantities provided for under exceptions (1), (2) and (3) above.

(5) Basis Weights below 30 pound. No restriction on grade, basis weights or sizes in basis weights below 30 pound.

UNCOATED BOOK PAPERS, SUPERCALENDERED

A. *Grades, Colors, Weights and Sizes for regular manufacture:*

(1) Standard Grades: Not more than two, selected according to paragraph (c) of the foregoing schedule, provided they correspond to the two selected for Uncoated English (Machine) Finish Book Papers.

(2) Standard Colors: In one of the grades selected under A (1), White and India only. The other grade selected may be manufactured in White, and India and five other colors, selected according to paragraph (d) of the foregoing schedule.

(3) Standard basis weights (For 500 sheets 25" x 38"): 35, 40, 45; and if for use in printing sheet music, basis weight 80, or music other than sheet music, basis weight 50; or for use in producing labels, basis weight 50; or cigarette cups, basis weight 65; or seed packets basis weight 65; provided that before the sale thereof the manufacturer shall require from the buyer a statement that the order is for such use. The manufacturer shall keep such statement, together with a complete record of the order, readily available for inspection by the War Production Board.

(4) Standard Sizes (in inches):

Sheets: 25 x 38, 28 x 42, 28 x 44, 32 x 44, 35 x 45, 38 x 50.

Rolls: Any dimension of a standard sheet size is a standard size for roll widths.

B. *Exceptions for "special making orders"* as defined in (a) (10) of the foregoing schedule:

(1) A Special Grade may be manufactured to fill a special making order, provided that:

(a) The quantity of such special grade is at least 20,000 pounds, all in either White or any one color, standard or special; and

(b) The quantity of each permitted basis weight is at least 10,000 pounds; and

(c) The quantity of each item is at least 5,000 pounds.

(2) A Special Color may be manufactured to fill a special making order, provided that:

(a) The quantity of each special color is at least 20,000 pounds in one grade; and

(b) The quantity of each permitted basis weight is at least 10,000 pounds; and

(c) The quantity of each item is at least 5,000 pounds.

(3) A special basis weight may be manufactured, subject to the provisions of paragraph (e) of the foregoing Schedule, to fill a special making order in a quantity of at least 10,000 pounds, and in at least 5,000 pounds of each item:

(a) In a standard grade; or a special grade in the quantities provided for under exception (1) above; and

(b) In a standard color or White; or a special color in the quantities provided for under Exception (2) above.

(4) A Special Size may be manufactured to fill a special making order in a quantity of at least 5,000 pounds of an item:

(a) In a standard grade, standard color or standard basis weight; or

(b) In a special grade, special color or special basis weight in the quantities provided for under exceptions (1), (2) and (3) above.

ANTIQUE (EGGSHELL) FINISH BOOK PAPERS

A. *Grades, Colors, Weights and Sizes for regular manufacture.*

(1) Standard grades: Not more than two, selected according to paragraph (c) of the foregoing schedule, but only one may carry a watermark and/or a laid mark.

(2) Standard colors: In one of the grades selected under A (1), White and India only. The other grade selected may be manufactured in White, and India and five other colors, selected according to paragraph (d) of the foregoing schedule.

(3) Standard basis weights (Per 500 sheets 25" x 38"): 35, 40, 45; and, if in a standard watermarked text grade, basis weight 50.

(4) Standard sizes (in inches):

Sheets: 25 x 38, 28 x 42, 28 x 44, 32 x 44, 35 x 45, 38 x 50.

Rolls: Any dimension of a standard sheet size is a standard size for roll widths.

B. *Exceptions for "special making orders"* as defined in (a) (10) of the foregoing schedule:

(1) A Special Grade may be manufactured to fill a special making order, provided that:

(a) The quantity of such special grade is at least 20,000 pounds, all in either White or any one color, standard or special; and

(b) The quantity of each permitted basis weight is at least 10,000 pounds; and

(c) The quantity of each item is at least 5,000 pounds.

(2) A Special Color may be manufactured to fill a special making order, provided that:

(a) The quantity of each special color is at least 20,000 pounds in one grade; and

(b) The quantity of each permitted basis weight is at least 10,000 pounds; and

(c) The quantity of each item is at least 5,000 pounds.

(3) A special basis weight may be manufactured, subject to the provisions of paragraph (e) of the foregoing Schedule, to fill a special making order in a quantity of at least 10,000 pounds, and in at least 5,000 pounds of each item:

(a) In a standard grade; or a special grade in the quantities provided for under Exception (1) above; and

(b) In a standard color or White; or a special color in the quantities provided for under Exception (2) above.

(4) A Special Size may be manufactured to fill a special making order in a quantity of at least 5,000 pounds of an item:

(a) In a standard grade, standard color or standard basis weight; or

(b) In a special grade, special color or special basis weight in the quantities provided for under exceptions (1), (2) and (3) above.

(5) Any fancy finish may be applied to any item conforming to the other conditions of this caption.

(6) No laid mark or other watermarks permitted.

(7) No supercalendered Offset Paper permitted.

B. *Exceptions for "special making orders"* as defined in (a) (10) of the foregoing schedule:

(1) A Special Grade may be manufactured to fill a special making order, provided that:

(a) The quantity of such special grade is at least 20,000 pounds, all in either White or any one color, standard or special; and

(b) The quantity of each permitted basis weight is at least 10,000 pounds; and

(c) The quantity of each item is at least 5,000 pounds.

(2) A Special Color may be manufactured to fill a special making order, provided that:

(a) The quantity of each special color is at least 20,000 pounds in one grade; and

(b) The quantity of each permitted basis weight is at least 10,000 pounds; and

(c) The quantity of each item is at least 5,000 pounds.

(3) A special basis weight may be manufactured, subject to the provisions of paragraph (e) of the foregoing Schedule, to fill a special making order in a quantity of at least 10,000 pounds, and in at least 5,000 pounds of each item:

(a) In a standard grade; or a special grade in the quantities provided for under Exception (1) above; and

(b) In a standard color or White; or a special color in the quantities provided for under Exception (2) above.

(4) A Special Size may be manufactured to fill a special making order in a quantity of at least 5,000 pounds of an item:

(a) In a standard grade, standard color or standard basis weight; or

(b) In a special grade, special color or special basis weight in the quantities provided for under exceptions (1), (2) and (3) above.

(5) Any fancy finish may be applied to any item conforming to the other conditions of this caption.

(6) A laid mark or other watermark may be incorporated in a special making order of 5,000 pounds or more of any item conforming to the other conditions of this caption.

(7) A Supercalender Finish may be applied to fill a special making order for 2,000 pounds or more of any item conforming to the other conditions of this caption.

PROCESS (MACHINE) COATED BOOK PAPERS

A. *Grades, Colors, Weights and Sizes for regular manufacture.*

(1) Standard Grades: Not more than two, selected according to paragraph (c) of the foregoing schedule.

NOTE: A person may, upon application to and approval by the War Production Board select for regular manufacture not more than 2 additional grades of Process (Machine) Coated Book Papers, each in lieu of a grade of Glossy Coated Two Sides Book Papers and, if his application is granted, may not thereafter, unless and until permitted by the War Production Board, regularly manufacture the grade or grades of Glossy Coated Two Sides Book Papers thus replaced.

(2) Standard Colors: White only.

(3) Standard basis weights (Per 500 sheets 25" x 38"): 45, 50, 60 and 70; providing the basis weight of the body stock is no heavier than 45.

(4) Standard Sizes (in inches):

Sheets: 25 x 38, 28 x 42, 28 x 44, 32 x 44, 35 x 45, 38 x 50.

Rolls: Any dimension of a standard sheet size is a standard size for roll widths.

B. *Exceptions for "special making orders"* as defined in (a) (10) of the foregoing schedule:

(1) A Special Grade may be manufactured to fill a special making order, provided that:

(a) The quantity of such special grade is at least 20,000 pounds, all in either White or any one color; and

(b) The quantity of each permitted basis weight is at least 10,000 pounds; and

(c) The quantity of each item is at least 5,000 pounds.

(2) A Special Color may be manufactured to fill a special making order, provided that:

(a) The quantity of each special color is at least 20,000 pounds in one grade, and

(b) The quantity of each permitted basis weight is at least 10,000 pounds; and

(c) The quantity of each item is at least 5,000 pounds.

(3) A Special Basis Weight may be manufactured, subject to the provisions of paragraph (e) of the foregoing schedule, to fill a special making order in a quantity of at least 10,000 pounds, and in at least 5,000 pounds of each item:

(a) In a standard grade; or a special grade in the quantities provided for under Exception (1) above; and

(b) In White; or a special color in the quantities provided for under Exception (2) above.

(4) A Special Size may be manufactured to fill a special making order in a quantity of at least 5,000 pounds of an item:

(a) In a standard grade, standard color or standard basis weight; or

(b) In a special grade, special color or special basis weight in the quantities provided for under exceptions (1), (2) and (3) above.

COATED ONE SIDE BOOK PAPERS

A. *Grades, Colors, Weights and Sizes for regular manufacture.*

(1) Standard Grades: Not more than one grade of body stock to which may be applied two grades of coating, selected according to paragraph (c) of the foregoing schedule, one for general use and the other suitable for varnishing and gloss ink printing.

(2) Standard Colors: White only.

(3) Standard basis weights (per 500 sheets 25" x 38"): 50, 60; and if for use in printing cigarette cups, basis weight 70, or if for use in printing sheet music, basis weight 85:

Provided, That before the sale thereof the manufacturer shall require from the buyer a statement that the order is for such use. The manufacturer shall keep such statement together with a complete record of the order, readily available for inspection by the War Production Board.

(4) Standard sizes (in inches):

Sheets: 25" x 38", 28" x 42", 28" x 44", 32" x 44", 35" x 45", 38" x 50".

Rolls: Any dimension of a standard sheet size is a standard size for roll widths.

B. *Exceptions for "special making orders"* as defined in (a) (10) of the foregoing schedule:

(1) A Special Grade may be manufactured to fill a special making order, provided that:

(a) The quantity of such special grade is at least 20,000 pounds, all in either White or any one color; and

(b) The quantity of each permitted basis weight is at least 10,000 pounds; and

(c) The quantity of each item is at least 5,000 pounds.

(2) A Special Color may be manufactured to fill a special making order, provided that:

(a) The quantity of each special color is at least 20,000 pounds in one grade; and

(b) The quantity of each permitted basis weight is at least 10,000 pounds; and

(c) The quantity of each item is at least 5,000 pounds.

(3) A Special Basis Weight may be manufactured, subject to the provisions of paragraph (e) of the foregoing schedule, to fill a special making order in a quantity of at least 10,000 pounds, and in at least 5,000 pounds of each item:

(a) In a standard grade; or a special grade in the quantities provided for under Exception (1) above; and

(b) In White; or a special color in the quantities provided for under Exception (2) above.

(4) A Special Size may be manufactured to fill a special making order in a quantity of at least 5,000 pounds of an item:

(a) In a standard grade, standard color or standard basis weight; or

(b) In a special grade, special color or special basis weight in the quantities provided for under exceptions (1), (2) and (3) above.

(5) Special Coating Formulae: Any glossy coated one side coating formula may be applied to the one grade of body stock permitted under A (1) to fill a special making order:

(a) In 5,000 pounds or more of one item in White only, and in any basis weight permitted under A (3); or

(b) In 10,000 pounds or more of White or any one color, standard or special, and in any one basis weight permitted, standard or special, with at least 5,000 pounds of each item.

GLOSSY COATED TWO SIDES BOOK PAPERS

A. *Grades, Colors, Weights, and Sizes for regular manufacture:*

(1) Standard Grades: Not more than three, selected according to paragraph (c) of the foregoing schedule.

(2) Standard Colors: In each of two of the grades selected under A (1), White and either India or Ivory but not both. The other grade selected may be manufactured in White, and India and five other colors, selected according to paragraph (d) of the foregoing schedule.

(3) Standard basis weights (Per 500 sheets 25" x 38"): 50, 60; and, providing the basis weight of the body stock (i. e., finished paper minus coating) is no heavier than 45, basis weight 70.

(4) Standard Sizes (in inches):

Sheets: 25 x 38, 28 x 42, 28 x 44, 32 x 44, 35 x 45, 38 x 50.

Rolls: Any dimension of a standard sheet size is a standard size for roll widths.

B. *Exceptions for "special making orders"* as defined in (a) (10) of the foregoing schedule:

(1) A Special Grade may be manufactured to fill a special making order, provided that:

(a) The quantity of such special grade is at least 20,000 pounds, all in either White or any one color, standard or special; and

(b) The quantity of each permitted basis weight is at least 10,000 pounds; and

(c) The quantity of each item is at least 5,000 pounds

(2) A Special Color may be manufactured to fill a special making order, provided that:

(a) The quantity of each special color is at least 20,000 pounds in one grade; and

(b) The quantity of each permitted basis weight is at least 10,000 pounds; and

(c) The quantity of each item is at least 5,000 pounds.

(3) A Special Basis Weight may be manufactured, subject to the provisions of paragraph (e) of the foregoing schedule, to fill a special making order in a quantity of at least 10,000 pounds, and in at least 5,000 pounds of each item:

(a) In a standard grade; or a special grade in the quantities provided for under Exception (1) above; and

(b) In a standard color or White; or a special color in the quantities provided for under Exception (2) above

(4) A Special Size may be manufactured to fill a special making order in a quantity of at least 5,000 pounds of an item:

(a) In a standard grade, standard color or standard basis weight. or

(b) In a special grade, special color or special basis weight in the quantities provided for under exceptions (1), (2) and (3) above

(5) Special Coating Formulae: Any glossy coated two sides coating formula may be applied to a grade of body stock regularly manufactured under A (1) to fill a special making order:

(a) In 5,000 pounds or more of one item in White only, and in any basis weight permitted under A (3); or

(b) In 10,000 pounds or more of White or any one color, standard or special, and in any one basis weight permitted, standard or special, and with at least 5,000 pounds of each item.

(6) Glossy Coated One Side: Any body stock and coating used for a standard grade of Glossy Coated Two Sides Book Papers may be used to manufacture a similar grade coated one side to fill a special making order, provided that:

(a) The quantity of each basis weight permitted for coated one side is at least 10,000 pounds; and

(b) The quantity of each item is at least 5,000 pounds.

COATED TWO SIDES OFFSET PAPERS

A. *Grades, Colors, Weights, and Sizes for regular manufacture:*

(1) Standard Grades: Not more than one, selected according to paragraph (c) of the foregoing schedule.

(2) Standard Colors: White only

(3) Standard basis weights (Per 500 sheets 25" x 38"): 50, 60; and, providing the basis weight of the body stock (i. e., finished paper minus coating) is no heavier than 45, basis weight 70.

(4) Standard Sizes (in inches):

Sheets: 22½ x 35, 25 x 38, 28 x 42 28 x 44, 32 x 44, 35 x 45, 38 x 50, 41 x 54.

Rolls: Any dimension of a standard sheet size is a standard size for roll widths.

B. *Exceptions for "special making orders"* as defined in (a) (10) of the foregoing schedule:

(1) A Special Grade may be manufactured to fill a special making order, provided that:

(a) The quantity of such special grade is at least 20,000 pounds, all in either White or any one calar, standard or special; and

(b) The quantity of each permitted basis weight is at least 10,000 pounds; and

(c) The quantity of each item is at least 5,000 pounds.

(2) A Special Color may be manufactured to fill a special making order, provided that:

(a) The quantity of each special color is at least 20,000 pounds in one grade; and

(b) The quantity of each permitted basis weight is at least 10,000 pounds; and

(c) The quantity of each item is at least 5,000 pounds.

(3) A special basis weight may be manufactured, subject to the provisions of paragraph (e) of the foregoing schedule, to fill a special making order in a quantity of at least 10,000 pounds, and in at least 5,000 pounds of each item:

(a) In a standard grade; or a special grade in the quantities provided for under Exception (1) above; and

(b) In a standard color or White; or a special color in the quantities provided for under Exception (2) above.

(4) A Special Size may be manufactured to fill a special making order in a quantity of at least 5,000 pounds of an item:

(a) In a standard grade, standard color or standard basis weight; or

(b) In a special grade, special color or special basis weight in the quantities provided for under exceptions (1), (2) and (3) above.

DULL COATED BOOK PAPERS

A. *Grades, Colors, Weights, and Sizes for regular manufacture:*

(1) Standard Grades: Not more than one, selected according to paragraph (c) of the foregoing schedule.

(2) Standard Colors: The grade selected under A (1) may be manufactured in White, and India and five other colors, selected according to paragraph (d) of the foregoing schedule.

(3) Standard basis weights (Per 500 sheets 25" x 38"): 50, 60; and, providing the basis weight of the body stock (i. e., finished paper minus coating) is no heavier than 45, basis weight 70.

(4) Standard Sizes (in inches):

Sheets: 25 x 38, 28 x 42, 28 x 44, 32 x 44, 35 x 45, 38 x 50.

Rolls: Any dimension of a standard sheet size is a standard size for roll widths.

B. *Exceptions for "special making orders"* as defined in (a) (10) of the foregoing schedule:

(1) A Special Grade may be manufactured to fill a special making order, provided that:

(a) The quantity of such special grade is at least 20,000 pounds, all in either White or any one color, standard or special; and

(b) The quantity of each permitted basis weight is at least 10,000 pounds; and

(c) The quantity of each item is at least 5,000 pounds.

(2) A Special Color may be manufactured to fill a special making order, provided that:

(a) The quantity of each special color is at least 20,000 pounds in one grade; and

(b) The quantity of each permitted basis weight is at least 10,000 pounds; and

(c) The quantity of each item is at least 5,000 pounds

(3) A special basis weight may be manufactured, subject to the provisions of paragraph (e) of the foregoing schedule, to fill a special making order in a quantity of at least 10,000 pounds, and in at least 5,000 pounds of each item:

(a) In a standard grade; or a special grade in the quantities provided for under Exception (1) above; and

(b) In a standard color or White; or a special color in the quantities provided for under Exception (2) above.

(4) A Special Size may be manufactured to fill a special making order in a quantity of at least 5,000 pounds of an item:

(a) In a standard grade, standard color or standard basis weight; or

(b) In a special grade, special color or special basis weight in the quantities provided for under exceptions (1), (2) and (3) above.

PLAIN COATED COVER PAPERS

A. *Grades, Colors, Weights, and Sizes for regular manufacture:*

(1) Standard Grades: Not more than one, selected according to paragraph (c) of the foregoing schedule.

(2) Standard Colors: The grade selected under A (1) may be manufactured in White, and India and five other colors, selected according to paragraph (d) of the foregoing schedule.

(3) Standard basis weights (per 500 sheets 20" x 26"): 50, 60; and in addition, any finished basis weight in a soilproof, greaseproof or moisture resistant cover which results from coating a 20" x 26" —65# raw stock is permitted.

(4) Standard Sizes (in inches):

Sheets: 29 x 26, 23 x 35, 26 x 40, 35 x 46.

Rolls: any dimension of a standard sheet size is a standard size for roll widths.

B. *Exceptions for "special making orders"* as defined in (a) (10) of the foregoing schedule:

(1) A Special Grade may be manufactured to fill a special making order, provided that:

(a) The quantity of such special grade is at least 20,000 pounds, all in either White or any one color, standard or special; and

(b) The quantity of each permitted basis weight is at least 10,000 pounds; and

(c) The quantity of each item is at least 5,000 pounds.

(2) A Special Color may be manufactured to fill a special making order, provided that:

(a) The quantity of each special color is at least 20,000 pounds in one grade, and

(b) The quantity of each permitted basis weight is at least 10,000 pounds; and

(c) The quantity of each item is at least 5,000 pounds

(3) A special basis weight may be manufactured, subject to the provisions of paragraph (e) of the foregoing schedule, to fill a special making order in a quantity of at least 10,000 pounds, and in at least 5,000 pounds of each item:

(a) In a standard grade; or a special grade in the quantities provided for under Exception (1) above; and

(b) In a standard color or White; or a special color in the quantities provided for under Exception (2) above; and

(c) Provided that before the sale of Plain Coated Cover in any basis weight lighter than 20" x 26"—50 the manufacturer shall require from the buyer a statement that the order is for use only as a cover. The manufacturer shall keep such statement, together with a complete record of the order, readily available for inspection by the War Production Board.

(4) A Special Size may be manufactured to fill a special making order in a quantity of at least 2,000 pounds of an item:

(a) In a standard grade, standard color or standard basis weight; or

(b) In a special grade, special color or special basis weight in the quantities provided for under exceptions (1), (2) and (3) above.

BOGUS (TICKET) BRISTOL

Maximum basis weight permitted: 22½" x 28½—120.

POSTER PAPERS

Maximum basis weight permitted: 25" x 38"—50; and, if for 24 sheet poster for outdoor billboards, 25" x 38"—55, provided that before the sale thereof the manufacturer shall require from the buyer a statement that the order is for such use. The manufacturer shall keep such statement, together with a complete record of the order, readily available for inspection by the War Production Board.

COATED POSTCARD BRISTOL

Maximum thickness permitted: .011 of an inch.

NEWSPRINT

Maximum basis weight permitted: 24" x 36"—32.

SCHOOL DRAWING

(Excluding "Artists Drawing" and "Drafting")

Maximum basis weight permitted: 25" x 38"—45.

[F. R. Doc. 44-9667; Filed, July 1, 1944; 11:33 a. m.]

PART 3290—TEXTILES, CLOTHING AND LEATHER

[General Conservation Order M-310, Gen. Direction 6]

RESTRICTION ON PROCESSING OF HORSEHIDE FRONTS

The following general direction is issued pursuant to General Conservation Order M-310:

Effective July 1, 1944, and until further notice, no tanner shall put into process for his own account or the account of others, and no converter shall cause to be put into process for his account, in any calendar quarter, more than 300% of his monthly average of wet salted horsehide fronts put into process for his own account or the account of others, or caused to be put into process for his account, during the year ending June 30, 1942.

Issued this 1st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9668; Filed, July 1, 1944; 11:33 a. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S-531, Amdt. 1]

CARTMELL'S SALES & SERVICE

Suspension Order No. S-531 was issued against Robert J. Cartmell, doing business as Cartmell's Sales & Service, on April 18, 1944. Mr. Cartmell has applied for an amendment of the order.

The Regional Compliance Chief, the Regional Attorney, and the Compliance Commissioner have reviewed the case and concluded that undue hardship would result unless the order were modified.

Wherefore, upon the agreement and consent of Robert J. Cartmell, the Regional Compliance Chief, and the Regional Attorney, and upon the approval of the Compliance Commissioner, *It is hereby ordered*, That:

Section 1010.531 *Suspension Order S-531*, issued April 18, 1944, be, and hereby is, amended by the substitution of the following paragraphs (c) and (e) in place of the present paragraphs (c) and (e):

(c) The provisions of this order shall not apply to repair parts for the servicing of refrigerating equipment and farm machinery nor to the installation of two complete food lockers, one for Chester Cooperative Freeze Locker, Inc., of Chester, Vermont, and one for Frozen Food Lockers, Inc., Hanover, New Hampshire.

(e) This order shall take effect on April 25, 1944, and shall expire on October 25, 1944.

Issued this 1st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9666; Filed, July 1, 1944; 4:12 p. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S-570]

MAJESTIC FURNITURE & UPHOLSTERING MFG. CO.

The Majestic Furniture & Upholstering Manufacturing Company, a corporation, was engaged in the business of manufacturing furniture and of recovering and repairing used furniture, and was also a retail dealer in furniture. It maintained a store for the sale of furniture at 1518 6th Avenue, and an upholstery shop at 1118 Pine Street in Seattle, Washington. On June 30, 1943, the corporation was dissolved, since which time Sam J. Doces, Gust Doces, Peter Michael and George Barbazuny, who were all of the stockholders of the corporation, have continued the business as a partnership under the firm name of Majestic Furniture & Upholstering Manufacturing Company. During the period beginning November 1, 1942 and ending August 25, 1943, the corporation and later the partnership processed, fabricated, worked on, and assembled 52 pieces of new wood upholstered furniture containing steel springs and coils in violation of Limitation Order L-135. The respondents were familiar with the provisions of Limitation Order L-135, and their violations were substantial, significant and deliberately wilful.

These violations of Limitation Order L-135 diverted critical materials to uses not authorized by the War Production Board. In view of the foregoing, it is hereby ordered, that:

§ 1010.570 *Suspension Order No. S-570.* (a) Sam J. Doces, Gust Doces, Peter Michael and George Barbazuny, individually and as co-partners, doing business as Majestic Furniture & Upholstering Manufacturing Company, or under any other name, their or any of their successors or assigns, shall not use any metal upholstery springs (as defined in Limitation Order L-260-a) in the production of upholstered furniture (as defined in Limitation Order L-260-a) unless hereafter specifically authorized in writing by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve Sam J. Doces, Gust Doces, Peter Michael and George Barbazuny, individually and as co-partners, doing business as Majestic Furniture & Upholstering Manufacturing Company, or under any other name, their or any of their successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(c) This order shall take effect on July 1, 1944 and shall expire on September 30, 1944.

Issued this 23d day of June 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9697; Filed, July 1, 1944; 4:12 p. m.]

PART 3133—PRINTING AND PUBLISHING

[Limitation Order L-289, as Amended July 3, 1944]

GREETING CARDS AND ILLUSTRATED POST CARDS

Section 3133.20, Limitation Order L-289, is hereby amended to read as follows:

§ 3133.20 *Limitation Order L-289*

SCOPE

(a) The purpose of this order.

DEFINITIONS AND EXPLANATIONS

(b) Greeting cards and illustrated post cards.
(c) Publisher.
(d) Paper.
(e) Paperboard.
(f) Use.
(g) Production waste.
(h) Inventory.
(i) Transfer of quota.

RESTRICTIONS

(j) Number of designs.
(k) Dealer helps.

CONSUMPTION QUOTA

(l) Computation of consumption quota, paper.
(m) Computation of consumption quota, paperboard.
(n) Borrowing and carry-over.
(o) Total permitted consumption.
(p) New publishers.
(q) Certification to printer.

DELIVERY RESTRICTIONS

(r) Limit on tonnage which may be accepted.
(s) Increase of deliveries.
(t) Certification to paper dealer or mill.

MISCELLANEOUS PROVISIONS

(u) Records.
(v) Applicability of regulations.
(w) Appeals.
(x) Communications.
(y) Violations.

Scope

(a) *The purpose of this order.* This order does five things. First, it limits the tonnage of paper which a publisher may cause to be used in the production of greeting cards and illustrated post cards. Second, it limits the tonnage of paperboard which a publisher may cause to be used in the packaging of greeting cards and illustrated post cards. A publisher's "consumption quotas" of paper and paperboard are determined by the tonnage of these materials which he caused to be consumed in 1942. A publisher may not exceed his consumption quotas even though the paper or paperboard is physically available to him. Third, the order limits the tonnage of paper and paperboard which may be accepted by or on behalf of a publisher of greeting cards or illustrated post cards. This is based upon his inventory of these items. Fourth, it limits the number of designs which a publisher may cause to be printed, based upon the number of designs which he caused to be printed in 1942. Fifth, it prohibits the furnishing of "dealer help" material by a publisher.

Definitions and Explanations

(b) *Greeting cards and illustrated post cards.* (1) "Greeting card" means any commercial form of card, sheet or folder which conveys a greeting or similar type of message by means of printed reading matter or pictorial matter. The term includes "chromos" which contain pictures but no words, and also cards which contain words but no pictures. The term does not include photographs made without the use of ink, nor does it include cards, sheets or folders of which no copies are offered for sale at any level of distribution.

(2) "Illustrated post card" means any form of card, sheet or folder containing printed pictorial matter and space for the addition of a personal message. The term does not include photographs made without the use of ink, nor does it include cards, sheets or folders of which no copies are offered for sale at any level of distribution.

(c) *Publisher.* (1) A person who was engaged in the greeting card or illustrated post card business in 1942 is the "publisher" of any greeting card or illustrated post card which he caused to be produced in that year, unless exclusive distribution rights in that card for 1942 were transferred to another person engaged primarily in the greeting card or illustrated post card business. In such a case, the person who had the exclusive distribution rights in 1942 is the "publisher" of that card.

(2) A "publisher" may use his consumption quota for the production of greeting cards or illustrated post cards whether he retains for himself or assigns to someone else the exclusive or non-exclusive reproduction rights or distribution rights, either permanently or temporarily.

(3) The term "publisher" includes an individual, partnership, association, business trust, corporation, or any organized group of persons, whether incorporated or not. It does not mean the author or designer of the cards or the plate maker, printer, finisher, packager, wholesaler, jobber or retailer, unless one of these persons also performs the functions of a publisher. It is immaterial whether the cards are produced in the publisher's plant or in someone else's plant.

(d) *Paper.* "Paper" means any grade, quality, type, basis weight or size of paper or paperlike substance used in the manu-

facture of greeting cards or illustrated post cards. The term includes paper reclaimed wholly or partly from printed or unprinted waste, as well as paper made entirely from virgin fiber.

(e) *Paperboard.* "Paperboard" means any grade, quality, type, basis weight or size of paperboard or bristol used in the manufacture of boxes or packages for greeting cards or illustrated post cards. The term includes paperboard reclaimed wholly or partly from printed or unprinted waste, as well as paperboard made entirely from virgin fiber.

(f) *Use.* (1) Paper is "used" in the manufacture of greeting cards and illustrated post cards when ink is first applied to it or, if unprinted, when the paper is first assembled with printed sheets in the manufacture of a card.

(2) Paperboard is "used" in the boxing or packaging of greeting cards and illustrated post cards when the first operation occurs in manufacturing the boxes.

(3) When a job is started in one calendar quarter and runs over into the next, the paper or paperboard actually used during each quarter must be charged against the publisher's consumption quota for that quarter. The entire job may not be regarded as if it were started and finished in the same quarter.

(g) *Production waste.* All production waste shall be included in determining the tonnage of paper or paperboard which a publisher uses in the manufacture of greetings cards and illustrated post cards.

(h) *Inventory.* "Inventory" means all the paper or paperboard which is available for a publisher's use. It is immaterial whether such paper or paperboard is in the publisher's hands or in the hands of a paper dealer or other person. Paper or paperboard in transit is not included.

(i) *Transfer of quotas.* (1) Quotas provided by one War Production Board order may not be used for the purposes set forth in any other order. Thus, for example, a publisher may not cause to be used for the manufacture of greeting cards or illustrated post cards any part of a paper consumption quota established under Order L-241 (Commercial printing), Order L-244 (Magazines), Order L-245 (Books), or any other order, and he may not permit any part of his consumption quota for paper established under this order to be used for any purpose other than the manufacture of greeting cards and illustrated post cards.

(2) Similarly, a publisher may not permit any part of his consumption quota for paperboard established under this order to be used for any purpose other than the boxing or packaging of greeting cards or illustrated post cards, and he may not cause any paperboard other than that provided by his consumption quota established under this order to be used for the boxing or packaging of greeting cards and illustrated post cards.

(3) The rules governing the assignability of quotas are stated in Priorities Regulation 7A.

Restrictions

(j) *Limit on number of designs.* In the year 1944 and in each calendar year after that, no publisher may publish more than 80% of the total number of greeting card or illustrated post card designs, new or old, which he published during 1942.

(k) *Prohibition of dealer helps.* No publisher may furnish any "dealer helps" for greeting cards or illustrated post cards, except "dealer helps" which he already had in inventory on May 20, 1943. This prohibition applies to items such as date books, advertising cards, banners, merchandise bags, window displays, inserts, etc., and to sample cards. However, it does not apply to mounted samples for the display of cards to the public.

Consumption Quota

(l) *Computation of consumption quota for paper.* In the third calendar quarter of 1944 and in each calendar quarter after that, no publisher may cause to be used for the manufacture of greeting cards and illustrated post cards any paper in excess of his quarterly consumption quota of paper, which shall be computed as follows:

(1) Determine the gross tonnage of paper consumed in manufacturing the publisher's greeting cards and illustrated post cards during the corresponding calendar quarter of 1942.

(2) Determine the gross tonnage of paper consumed during the corresponding calendar quarter of 1942 in manufacturing the publisher's "dealer helps" as defined in paragraph (k) of this order.

(3) Take 60 percent of the total of these two tonnage figures. This is the publisher's consumption quota of paper which he may cause to be used in the manufacture of greeting cards and illustrated post cards in the corresponding calendar quarter of 1944 and succeeding years.

(m) *Computation of consumption quota for paperboard.* In the third calendar quarter of 1944 and in each calendar quarter after that, no publisher may cause to be used for the manufacture of boxes or packages for greeting cards and illustrated post cards any paperboard in excess of his quarterly consumption quota of paperboard, which shall be computed as follows:

(1) Determine the gross tonnage of paperboard consumed in boxing and packaging the publisher's greeting cards and illustrated post cards during the corresponding calendar quarter of 1942.

(2) Take 50 percent of this tonnage figure. This is the publisher's consumption quota of paperboard which he may cause to be used in boxing and packaging his greeting cards and illustrated post cards in the corresponding calendar quarter of 1944 and succeeding years.

(n) *Borrowing and carry-over.* (1) A publisher may add an extra 15 percent to his consumption quota of either paper or paperboard in any quarter if he subtracts that amount from his consumption quota of that material for the next quarter.

(2) If a publisher uses less paper or paperboard than he is allowed in any calendar quarter, he may add the saving to his consumption quota of that material in a subsequent quarter or distribute the saving over several subsequent quarters.

(o) *Total permitted consumption.* A publisher may use in any calendar quarter:

(1) His quarterly consumption quota of the particular material as determined under paragraphs (l) and (m),

(2) Plus permitted borrowing from his consumption quota of that material for the next calendar quarter, as provided in paragraph (n) (1),

(3) Plus any less-than-quota savings of that material carried over from previous calendar quarters as provided in paragraph (n) (2), or minus any tonnage of that material which had been borrowed during the preceding calendar quarter from his consumption quota of that material for that calendar quarter, as provided in paragraph (n) (1),

(4) Plus ex quota tonnage of that material, if any, which may have been granted on appeal for consumption in that quarter.

(p) *New publishers.* Any person who did not publish greeting cards or illustrated post cards in 1942 has no consumption quota of paper or paperboard under this order and may not publish greeting cards or illustrated post cards.

(q) *Certification to printer.* No publisher may order greeting cards or illustrated post cards to be printed or manufactured, and no person may print or manufacture such cards unless the publisher furnishes, or has previously furnished, to that printer or manufacturer a certification in substantially the following form, signed manually or as provided in Priorities Regulation 7 (§ 944.27) by an official duly authorized for such purpose:

> The undersigned publisher certifies, subject to the penalties of section 35 (A) of the United States Criminal Code, to the printer and to the War Production Board that he is familiar with Order L-289 and that all orders placed by the publisher with that printer for items regulated by Order L-289, as amended from time to time, will be in compliance therewith.
>
> This is a one-time certification and need not accompany each individual order.

Delivery restrictions

(r) *Limits on tonnage which may be accepted.* No publisher may accept, and no person may accept for a publisher's use, delivery of paper or paperboard (including boxes) if the publisher's inventory of that material exceeds a 90-days' supply, or if acceptance of the delivery will bring his inventory above this level. This restriction applies to a publisher's total inventory of all grades, qualities, types, basis weights, and sizes of paper and paperboard (including boxes), regardless of the quantity of any particular item in his inventory. For the purpose of this limitation, inventories of paper for use in the manufacture of cards and of paperboard (including boxes) for the boxing and packaging of the cards may be determined independently. The number of days' supply shall be computed at the average daily rate of allowable consumption for the current calendar quarter.

(s) *Increase of deliveries.* A publisher may accept delivery of paper or of paperboard (including boxes) which would increase his inventory to more than a 90-days' supply of that material only in the following two circumstances:

(1) If a publisher's total inventory of all paper or of all paperboard exceeds a 90-days' supply and his inventory of a particular item (grade, basis weight and size) of paper or of paperboard is less than a 30-days' supply, he may bring his inventory of that item up to a 90-days' supply, provided it is required for his production within 30 days after receipt of the paper or paperboard.

(2) Regardless of the quantity of a particular item, or of all items, in a publisher's inventory, he may accept delivery of any item which he is entitled to accept under paragraphs (r) and (s) (1) in the unit quantity (e. g. full carload, full truckload, 10,000 pounds, 5,000 pounds, 4 cases) in which he accepted delivery of that item in 1942.

(t) *Certification to paper dealer or mill.* No publisher or his agent may order or accept delivery of paper or paperboard and no person may deliver paper or paperboard to a publisher or his agent, unless the publisher furnishes, or has previously furnished, to the person making the delivery a certification in substantially the following form, signed manually or as provided in Priorities Regulation 7 (§ 944.27) by an official duly authorized for such purpose:

> The undersigned publisher certifies, subject to the penalties of section 35 (A) of the United States Criminal Code, to the seller and to the War Production Board that he is familiar with the provisions of Order L-289 and that all purchases by him of items regulated by that order, as amended from time to time, will be in compliance therewith.
>
> This is a one-time certification and need not accompany each individual order.

Miscellaneous Provisions

(u) *Records.* In order to assure compliance with this order, every publisher must calculate, as accurately as he can, the tonnage of paper and paperboard which he used during each calendar quarter of 1942 for the items covered by this order. He must also keep accurate records of this type of information for each calendar quarter beginning with July 1, 1943. He must preserve these figures and his work sheets subject to inspection by War Production Board officials as long as this order remains in force and for two years after that.

(v) *Applicability of regulations.* This order and all transactions affected by it are subject to all present and future regulations of the War Production Board.

(w) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter referring to the particular provisions appealed from, stating fully the grounds of the appeal.

(x) *Communications.* All communications concerning this order shall be addressed to: War Production Board, Printing and Publishing Division, Washington 25, D. C., Ref: L-289.

(y) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using materials under priority control, and may be deprived of priorities assistance.

Issued this 3d day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9736; Filed, July 3, 1944; 11:23 a. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 3, as Amended July 3, 1944]

PREFERENCE RATINGS UNDER THE CONTROLLED MATERIALS PLAN

§ 3175.3 *CMP Regulation 3*—(a) *Purpose and scope.* The purpose of this regulation is to define the operation of preference ratings under the Controlled Materials Plan.

(b) *Definitions.* The following definitions shall apply for the purpose of this regulation and for the purposes of any other CMP regulation unless otherwise indicated:

(1) "Production material" means, with respect to any person, material or products (including fabricated parts and subassemblies) which will be physically incorporated into his product, and includes the portion of such material normally consumed or converted into scrap in the course of processing. It also includes items purchased by a manufacturer for resale to round out his line, if such items do not represent more than 10% of his total sales. It does not include any items purchased by him as manufacturing equipment or for maintenance, repair or operating supplies as defined in CMP Regulation 5.

(2) "Allotment number or symbol" means:

(i) An allotment number or symbol placed on a delivery order as provided in paragraphs (f) and (g) of this regulation, or as provided in CMP Regulation 1 or CMP Regulation 5; or

(ii) A number or symbol placed on a delivery order pursuant to any other regulation or order of the War Production Board, if, but only if, such number or symbol is expressly called or is expressly described as an "allotment number or symbol."

(c) *Superiority of ratings with allotment numbers or symbols over other ratings of equal grade during the second quarter.* A delivery order bearing a preference rating with an allotment number or symbol applied before July 1, 1943 shall (unless otherwise ordered by the War Production Board) be deemed superior in rating, for purposes of Priorities Regulation 1, to any delivery order bearing a rating of the same grade without an allotment number or symbol, but shall not be superior to another order bearing a rating of a higher grade. For example, a rating of AA-2X with an allotment number or symbol is superior to another rating of AA-2X without an allotment number or symbol, but is inferior to any rating of AA-1 with or without an allotment number or symbol.

An allotment number or symbol applied to a rating after June 30, 1943, shall not have any effect on the rating. For example, an order placed in June with a rating of AA-2X to which an allotment number is applied in July or an order placed in July with a rating of AA-2X and bearing an allotment number shall each be deemed equal in rating to orders rated AA-2X to which no allotment number or symbol is applied.

(d) *Preference ratings with allotment numbers for production schedules*—(1) *Prime consumers.* In each case when an allotment is made to a prime consumer making Class A or Class B products, and his production schedule is authorized by a Claimant Agency or an Industry Division, a preference rating will be assigned to such schedule for use with the allotment number applicable to the schedule.

(2) *Secondary consumers.* In each case when an allotment is made to a secondary consumer making Class A products and his production schedule is authorized by the consumer making the allotment, the consumer making the allotment shall apply or extend to such production schedule the same rating as he has received for his own related production schedule for use with the appropriate allotment number, except as otherwise provided in paragraph (h) of this regulation.

(3) *Use of ratings received for authorized production schedules.* A prime or secondary consumer who has received a preference rating for an authorized production schedule as provided in this paragraph (d) may use said rating, with the appropriate allotment number, only to acquire production materials in the minimum practicable amounts required to fulfill such schedules, or to replace production materials in his inventory, subject to the restrictions of paragraph (d) (3) of Priorities Regulation 3. He may not use such rating for any other purpose.

(e) *No extension of customers' ratings by prime consumers making Class B products.* A prime consumer who manufactures Class B products and has received an authorized production schedule for such manufacture, accompanied by a preference rating to be used with his allotment number, shall not extend any other rating received by him from a customer, except that if a delivery to be made by him is rated AAA, he may extend said rating to the extent necessary to obtain production material required to fill his AAA order, but may not extend the same for purposes of replenishing his inventory.

(f) *Use of allotment numbers and symbols on delivery orders.* (1) Each prime or secondary consumer shall place on each rated delivery order for production materials, required to fulfill his authorized production schedule of Class A or Class B products, his allotment number with the certification provided in paragraph (g) of this regulation or in Priorities Regulation No. 7.

(2) A person placing a rated order for maintenance, repair or operating supplies under CMP Regulation 5 shall place thereon the allotment symbol MRO with the certification required by said regulation or the certification in Priorities Regulation No. 7.

(3) A person placing a rated small order for Class A products under paragraph (i) of CMP Regulation No. 1 does not have to put his allotment number on the order. He can place on the order the symbol "SO" with the rating and the certification provided in paragraph (g) of this regulation or in Priorities Regulation No. 7.

(4) A dealer, distributor, jobber or other person who receives a rated order bearing an allotment number or symbol for any material (other than a controlled material) or product, which is not manufactured by him (or which is manufactured by him, but for the manufacture of which he has received no authorized production schedule), may extend the rating to the extent permitted by Priorities Regulation No. 3, with the same allotment number or symbol, using the form of certification prescribed in paragraph (g) of this regulation or in Priorities Regulation No. 7. If he places a single rated order to which he extends ratings bearing different allotment numbers or symbols, he shall include a statement indicating all the allotment numbers or symbols extended and the amount of the delivery order (in quantity or dollar value) represented by each. He may, if he prefers, extend the rating without any allotment number or symbol.

(5) No person shall place any allotment number or symbol on any delivery order except as provided in the foregoing provisions of this paragraph (f) or as specifically provided in any other regulation or order of the War Production Board.

(g) *Form of certification.* Any person when placing an allotment number or symbol on a rated delivery order pursuant to this regulation or CMP Regulation No. 1 shall accompany or endorse the same with a certification in substantially the following form (in lieu of the certification provided in Priorities Regulation No. 3) signed manually or as provided in Priorities Regulation No. 7:

Preference rating ---------- Allotment number or symbol ---------- The undersigned certifies, subject to the criminal penalties for misrepresentation contained in section 35 (A) of the United States Criminal Code, that he is authorized under CMP Regulation No. 3 to apply or extend the above preference rating and allotment number or symbol to the delivery of the items covered by the attached delivery order.

An allotment number shall consist of the appropriate Claimant Agency letter symbol followed by the major program number (consisting of one digit only as provided in paragraph (c) (6) (ii) of CMP Regulation No. 1) but the quarterly designation does not have to be used.

However, if the order is placed in connection with an allotment of controlled materials by the purchaser to the seller, the quarterly designation as described in paragraph (c) of CMP Regulation No. 1 must be used.

(h) *Use of existing ratings.* (1) A person who has not yet received his allotment and CMP rating for a particular production schedule may apply and extend other preference ratings for such production to the extent permitted by existing Priorities Regulations and Orders (including, in the case of PRP Units, Priorities Regulation 11A regarding transition from PRP to CMP).

(2) [Deleted July 3, 1944]

(i) *Construction and facilities.* Preference ratings assigned for construction or facilities may be applied or extended in the manner and subject to the restrictions provided in CMP Regulation No. 6.

(j) *Effect of preference ratings on deliveries of controlled materials.* (1) Authorized controlled material orders placed with controlled materials producers shall be accepted and filled by such producers as provided in CMP Regulation No. 1 without regard to any preference ratings applicable to such delivery orders and in preference to all other delivery orders, except as may be otherwise specifically directed. To the extent that controlled materials producers are able to fill orders other than authorized controlled material orders, they shall fill such orders until July 1, 1943, in accordance with preference ratings as provided in Priorities Regulation 1 and subject to any other applicable regulations or orders of the War Production Board.

(2) Authorized controlled material orders placed pursuant to applicable CMP Regulations, with persons who are not controlled materials producers, shall be filled by them without regard to any preference ratings applicable to such delivery orders and in preference to all other delivery orders, except as otherwise specifically provided in applicable regulations or orders of the War Production Board, and except that an authorized controlled material order placed with any such person which is rated AAA shall take precedence over other authorized controlled material orders.

(k) *Effect of ratings on conflicting production and delivery schedules for Class A and Class B products.* Manufacturers of Class A and Class B products must comply with the requirements of paragraph (p) of CMP Regulation 1 with respect to the rejection of orders in excess of capacity, and, in the event they are unable to fulfill all orders which they have accepted, they must report for instructions as provided in paragraph (q) of CMP Regulation 1 but until and unless otherwise instructed, they shall fill orders in accordance with preference ratings as provided in Priorities Regulation No. 1 and paragraph (c) of this regulation.

Issued this 3d day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

INTERPRETATION 2

PURCHASES TO ROUND OUT A LINE

(a) Under CMP Regulation No. 3 preference ratings assigned to an authorized production schedule may be used with the related allotment number to acquire production materials required to fulfill the schedule. The term "production material" is defined in paragraph (b) (1) of the regulation to include "items purchased by a manufacturer for resale to round out his line, if such items do not represent more than 10 percent of his total sales."

(b) The provision may not be used indiscriminately by a manufacturer to compel others to furnish him with materials for resale which he normally is able to produce himself. It was intended to permit acquisition of resale items normally sold by a producer as his own product, rather than as a distributor, in accordance with customary trade practices. Examples of such cases are (a) repair parts or special accessories for the product manufactured; (b) articles necessary to complete a "kit" or "package" which is sold as such and thereby becomes the "product," of the manufacturer such as goggles and gloves sold with welding equipment; (c) articles necessary to fill out a specific line or type of product such as sets of wrenches where the manufacturer produces some of the sizes in the set but purchases the remaining sizes to complete the set.

(c) The provision may not be used by persons, such as service repair shops, who do not manufacture products for sale.

(d) In those cases where the estimated amount of resale items to be purchased by a manufacturer will exceed 10 percent of his sales, he may not use this provision to purchase any resale items but will be treated as a distributor with respect to the entire quantity. Priorities assistance may be obtained by applying to the Wholesale and Retail Trade Division of the War Production Board on Form PD-1X, if the items are to be purchased from manufacturers, or the distributor may extend his customers' ratings, to the extent permitted by Priorities Regulation No. 3, and in extending ratings may use allotment numbers appearing on his customers' orders as provided in paragraph (f) (4) of CMP Regulation No. 3.

(e) It should be borne in mind that a preference rating assigned to an authorized production schedule may be used by a manufacturer "only to acquire production materials in the minimum practicable amounts required to fulfill such schedule, or to replace production materials in his inventory, subject to the restrictions of paragraph (c) (2) of Priorities Regulation No. 3. He may not use such rating for any other purpose."

(f) In illustration of the above, assume that a manufacturer's authorized production schedule permits him to manufacture electric motors having a value of $10,000. He may apply the preference rating assigned to such schedule to obtain all materials and components incorporated in motors produced by him and, in addition, he may purchase up to $1,000 worth of finished parts to be sold separately as repair parts for such motors. If the manufacturer desires to purchase $2,000 worth of such repair parts, he may not acquire any of them with the rating assigned to his authorized production schedule. (Issued June 2, 1943.)

INTERPRETATION 4

USE OF PRODUCTION MATERIAL RATINGS IN ORDERING NON-CONTROLLED MATERIALS AND COMPONENTS FOR ADVANCE QUARTER DELIVERY

(a) Under paragraph (d) (3) of CMP Regulation 3 a consumer may use the preference rating assigned with an authorized production schedule only to get production materials (other than controlled materials) "in the minimum practicable amounts required to fill such schedules or to replace production materials in his inventory." This does not prevent placing rated orders for delivery after the quarter for which the allotment of controlled material is made. While an allotment authorizes the ordering of controlled materials for delivery only in the quarter for which the allotment is valid, it is recognized that the production for which controlled materials are allotted may not be completed until a later quarter, if there is a long production cycle or if the controlled materials are received near the end of the quarter. In such cases, non-controlled materials and components may not be needed until a later quarter and the rating may be used to order them for delivery when required. In fact, they must not be ordered for delivery before they are actually needed. Also, where items are taken from inventory in meeting the schedules, replacements may not be needed until a later quarter.

(b) For purposes of using the rating to fill authorized production schedules, a consumer may assume (in the absence of specific information to the contrary), that he will receive authorized production schedules at least big enough to use all the controlled materials he is allotted, and he may place his rated orders accordingly. For example, if a manufacturer of generators which take six months to make has received allotments only through the third quarter of 1944, he may assume that he will receive authorized production schedules for the fourth quarter and the first quarter of 1945 big enough to use up the controlled materials allotted, and he may proceed on this assumption in ordering the non-controlled materials and components which he will need in those quarters. (Issued Jan. 10, 1944.)

[F. R. Doc. 44-9737; Filed, July 3, 1944; 11:24 a. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 3, Interpretation 1 as amended July 3, 1944]

EFFECT OF AN ALLOTMENT SYMBOL

The following amended interpretation is issued with respect to CMP Regulation 3:

In § 3175.3 the provisions of paragraph (c) of CMP Regulation No. 3 with respect to the superiority of a rating with an allotment number over the same rating without an allotment number are subject to the provisions of Priorities Regulation No. 12 regarding reratings. The receipt of an allotment number against a delivery order previously rated without an allotment number is equivalent to a rerating of the delivery order.

NOTE: Second paragraph deleted July 8, 1944, because obsolete.

Issued this 3d day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9738; Filed, July 3, 1944; 11:24 a. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 3, Interpretation 3 as Amended July 3, 1944]

USE OF ALLOTMENT NUMBERS FOR PURPOSES OF IDENTIFICATION

The following amended interpretation is issued with respect to CMP Regulation 3:

(a) Under paragraph (f) of CMP Regulation No. 3 each manufacturer of Class A or Class B products who has received an authorized production schedule is required to show the allotment number assigned to the schedule on each rated order for production materials required to fill the schedule. However, if he is placing a "small order" he need only use the "SO" symbol, as explained in paragraph (i) (4) of CMP Regulation No. 1. This requirement is for identification purposes and remains effective even though allotment numbers placed on orders after June 30, 1943, will not have any up rating effect.

(b) On the other hand, a dealer, distributor, jobber or other person receiving a rated order bearing an allotment number or symbol for any material (other than a controlled material) or product, which is not manufactured by him (or which is manufactured by him, but for the manufacture of which he has received no authorized production schedule) is not required to show the allotment number or symbol appearing on his customer's order in extending the rating.

(c) In brief, prime and secondary consumers who have received an authorized production schedule must identify all orders for production materials by the allotment number assigned to the related schedule and persons who are not operating under authorized production schedules may, but need not, do so.

Issued this 3d day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9739; Filed, July 3, 1944; 11:24 a. m.]

PART 3270—CONTAINERS

[Conservation Order M-81, Direction 4]

EXPERIMENTAL USE OF ALUMINUM FOR CANS

The following direction is issued pursuant to Conservation Order M-81:

(a) *Purpose.* The War Production Board has made available aluminum to be used for experimental purposes during the third quarter of 1944 in the manufacture of cans, and it may be used in accordance with the following provisions:

(b) *Use of aluminum.* During the third quarter of 1944 aluminum may be used in the manufacture of cans and these cans may only be used in the sizes specified for the packing of the following products (where no size is specified, any size is permitted):

1. Baking Powder (2 lb. and up)
2. Lard (50 lb. size)
3. Malted Milk Powder (5 lb. and up)
4. Tobacco (8 oz. and 16 oz. only)
5. Snuff
6. Tooth Powder
7. Cereal Beverages and soluble coffee
8. Cocoa
9. Ointment & Salve Boxes
10. Tablet Boxes
11. Pretzels, Crackers, Biscuits & Potato Chips (12¾ x 14½" and larger)

(c) *Other products.* Container manufacturers who do not make containers for any product listed in Paragraph (b) may apply for an allotment of aluminum to make an experimental run of cans to pack any other product.

(d) *Filing applications.* Application for permission to use aluminum for the purposes stated in Paragraphs (b) and (c) shall be made by letter stating the product to be packed and the tonnage of steel used to make cans for that product in 1941, and shall be accompanied by a CMP 4-B application requesting an allotment of aluminum for that purpose. They shall be filed before July 10, 1944 with the Containers Division, War Production Board, Washington 25, D. C., even though the applicant has been notified that his CMP case has been transferred to the field office. An allotment of aluminum on such application shall constitute authorization for any packer to use the cans made therefrom for packing the stated product.

(e) *Non-interference with war production.* In processing applications under this Direction the War Production Board will be guided by the policy that production in any one plant or labor requirements for that production, shall not interfere with war production in that plant or any other plant located in the same area.

Issued this 3d day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9740; Filed, July 3, 1944; 11:23 a. m.]

PART 3270—CONTAINERS

[Preference Rating Order P-140, Direction 2]

CANCELLATION OF RATINGS FOR CONTAINERS FOR DISTILLED SPIRITS AND HIGH WINES

The following direction is issued pursuant to Preference Rating Order P-140:

(a) *Cancellation of rating.* Schedule A of Order P-140 assigns a rating of AA-2 to get wooden shipping containers for the products under Order M-69—namely, distilled spirits and high wines as defined in that order. The assignment of that rating for wooden shipping containers for those products is hereby revoked and may no longer be used for that purpose. All ratings of AA-2 applied for or extended to any order for wooden shipping containers for those products are hereby cancelled.

(b) *Rerating of existing orders.* Orders for wooden shipping containers for distilled spirits and high wines heretofore placed shall be regarded as having an AA-5 rating and shall be scheduled and filled accordingly. Any person who is entitled to a higher rating than AA-5 to get wooden shipping containers for those products (except under the provision revoked by this direction) may rerate his order accordingly and such rating shall supersede the rating of AA-5 assigned herein.

Issued this 1st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9666; Filed, July 1, 1944; 11:32 a. m.]

PART 3270—CONTAINERS

[Preference Rating Order P-146, Direction 2]

CANCELLATION OF RATINGS FOR CONTAINERS FOR DISTILLED SPIRITS AND HIGH WINES

The following direction is issued pursuant to Preference Rating Order P-146:

(a) *Cancellation of rating.* Schedule A of Order P-146 assigns a rating of AA-2 to get

fibre shipping containers for the products under Order M–69—namely, distilled spirits and high wines as defined in that order. The assignment of that rating for fibre shipping containers for those products is hereby revoked and may no longer be used for that purpose. All ratings of AA–2 applied or extended to any order for fibre shipping containers for those products are hereby cancelled.

(b) *Rerating of existing orders.* Orders for fibre shipping containers for distilled spirits and high wines heretofore placed shall be regarded as having an AA–5 rating and shall be scheduled and filled accordingly. Any person who is entitled to a higher rating than AA–5 to get fibre shipping containers for those products (except under the provision revoked by this direction) may rerate his order accordingly and such rating shall supersede the rating of AA–5 assigned herein.

Issued this 1st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–9742; Filed, July 3, 1944; 11:23 a. m.]

PART 3285—LUMBER AND LUMBER PRODUCTS

[Order L–335, Direction 1]

SAWMILLS' SHIPMENTS OF DOUGLAS FIR, WHITE FIR, NOBLE FIR, SITKA SPRUCE (EXCEPT AIRCRAFT GRADE) AND WEST COAST HEMLOCK

The following direction is issued pursuant to Order L–335:

(a) *What sawmills are covered by this direction.* This direction applies only to sawmills located in the States of Oregon and Washington west of the crest of the Cascade Mountain range which produce the following species of lumber: Douglas fir (psuedotsuga taxifolia), White fir, Noble fir, Sitka spruce, (except aircraft grade of Sitka spruce) and West Coast hemlock.

(b) *Military orders placed with sawmills that take precedence over other orders.* This paragraph applies to every sawmill mentioned in paragraph (a) above which currently produces 25,000 or more board feet of lumber (whether one of the named species or not) per average day of eight hours of continuous operation or which produced an average of 25,000 or more board feet of lumber per day during the days from June 3, 1943 to December 3, 1943 on which it was in operation. Starting with the month of August, 1944, sawmills that receive orders of the types described in paragraph (c) below must accept and ship such orders in preference to all other orders (except orders rated AAA) to the extent that such orders do not require more than 35 percent of the sawmill's anticipated monthly shipments. Such an order may not be accepted by a sawmill after the beginning of the month preceding the month of shipment if the acceptance of the order would result in displacing other certified and rated orders amounting to more than 10 percent of the sawmill's anticipated monthly shipments. A sawmill's shipment on such orders shall be in the sizes required by the agency or person placing the order. Orders of the types described in paragraph (c) below requiring delivery after August 1, 1944 which were placed with a sawmill before July 1, 1944 and validated before July 20, 1944 shall be treated as certified orders placed before July 1, 1944.

(c) *Military orders.* The following types of certified and rated orders placed with a sawmill shall be accorded the treatment provided for in paragraph (b) above and shipments made on such orders may be credited against the percentage that a sawmill is required to ship under that paragraph in preference to other orders:

(1) Orders for the account of the United States Government placed by the U. S. Army, U. S. Navy, U. S. Marine Corps, U. S. Coast Guard, U. S. Maritime Commission, and War Shipping Administration;

(2) Orders for the account of the United States Government placed by the Treasury Department, Procurement Division on behalf of the Foreign Economic Administration bearing the symbol DA–TPS;

(3) Orders placed by any other persons which bear a certification of the Central Procuring Agency, Procurement Division of the United States Corps of Engineers to the effect that the lumber purchased thereby is for the use of one of the agencies mentioned in subparagraph (1) of this paragraph, or is for "command construction" or "advance base procurement".

For the purposes of this direction "orders" shall be deemed to include the memorandum of purchase issued by the Central Procuring Agency on ED Form 526 commonly known as a "purchase allocation." A "purchase allocation" order is not to receive the preferential treatment to be accorded military orders under paragraph (b) above unless it is one of the types of orders described above.

(d) *Other military orders.* The amount of lumber that must be made available to the military on orders receiving the preferential treatment described in paragraph (b) is the minimum and a sawmill must continue to accept other orders coming from the same sources for lumber in excess of the required percentage mentioned in paragraph (b) in accordance with paragraphs (x) (1) and (x) (2) of Order L–335, but orders placed with a sawmill over and above the required 35 percent shall be treated like any other order and they will not take precedence over other orders which are equally or higher rated.

(e) *Sawmills producing less than 25,000 board feet not getting certified orders may ship on uncertified orders.* Any sawmill defined in paragraph (a) which is smaller than the type of sawmill included in paragraph (b) must accept certified orders (whether military or not) of consumers and distributors offered it in accordance with paragraphs (x) (1) and (x) (2) of Order L–335 but if such a sawmill has not been offered certified orders for all of its lumber it may ship the balance to lumber distributors on uncertified and unrated orders. A shipment of lumber on a distributor's uncertified and unrated orders must not be made if it will interfere with the filling of a certified order. Retail sales by sawmills are subject to the provisions of paragraphs (u) and (v) of Order L–335 and the provisions of Direction 8 to be issued under the order.

Issued this 3d day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–9741; Filed, July 3, 1944; 11:23 a. m.]

PART 3285—LUMBER AND LUMBER PRODUCTS

[Order L–335, Direction 2]

SAWMILLS' SHIPMENTS FROM WESTERN PINE REGION

The following direction is issued pursuant to Order L–335:

(a) *What sawmills are covered by this direction.* This direction applies only to sawmills located in the States of Washington, Oregon, California, Idaho, Montana, Wyoming, Nevada, Utah, Colorado, Arizona, New Mexico, and South Dakota which produce the following species of lumber: Ponderosa pine, sugar pine, lodgepole pine, Idaho White pine, white fir, and Douglas fir (except Idaho white pine, white fir, and Douglas fir produced west of the crest of the Cascade mountain range in the States of Oregon and Washington), Western white spruce, Engelmann spruce, and larch.

(b) *Military orders placed with sawmills that take precedence over other orders.* This paragraph applies to every sawmill mentioned in paragraph (a) above which currently produces 10,000 or more board feet of lumber (whether one of the named species or not) per average day of eight hours of continuous operation or which produced an average of 10,000 or more board feet of lumber per day during the days from June 3, 1943 to December 3, 1943 on which it was in operation. Starting with the month of August, 1944, sawmills that receive orders of the types described in pargaraph (c) below must accept and ship such orders in preference to all other orders (except orders rated AAA) to the extent that such orders do not require more than 20 percent of the sawmill's anticipated monthly shipments. Such an order may not be accepted by a sawmill after the beginning of the month preceding the month of shipment if the acceptance of the order would result in displacing other certified and rated orders amounting to more than 10 percent of the sawmill's anticipated monthly shipments. A sawmill's shipment on such orders shall be in the sizes required by the agency or person placing the order. Orders of the types described in paragraph (c) below requiring delivery after August 1, 1944 which were placed with a sawmill before July 1, 1944 and validated before July 20, 1944 shall be treated as certified orders placed before July 1, 1944.

(c) *Military orders.* The following types of certified and rated orders placed with a sawmill shall be accorded the treatment provided for in paragraph (b) above and shipments made on such orders may be credited against the percentage that a sawmill is required to ship under that paragraph in preference to other orders:

(1) Orders for the account of the United States Government placed by the U. S. Army, U. S. Navy, U. S. Marine Corps, U. S. Coast Guard, U. S. Maritime Commission, and War Shipping Administration;

(2) Orders for the account of the United States Government placed by the Treasury Department, Procurement Division on behalf of the Foreign Economic Administration bearing the symbol DA–TPS;

(3) Orders placed by any other persons which bear a certification of the Central Procuring Agency, Procurement Division of the United States Corps of Engineers to the effect that the lumber purchased thereby is for the use of one of the agencies mentioned in subparagraph (1) of this paragraph, or is for "command construction" or "advance base procurement".

For the purposes of this direction "orders" shall be deemed to include the memorandum of purchase issued by the Central Procuring Agency on ED Form 526 commonly known as a "purchase allocation". A "purchase allocation" order is not to receive the preferential treatment to be accorded military orders under paragraph (b) above unless it is one of the types of orders described above.

(d) *Other military orders.* The amount of lumber that must be made available to the military on orders receiving the preferential treatment described in paragraph (b) is the minimum and a sawmill must continue to accept other orders coming from the same sources for lumber in excess of the required percentage mentioned in paragraph (b) in accordance with paragraphs (x) (1) and (x) (2) of Order L–335, but orders placed with a sawmill over and above

the required 20 percent shall be treated like any other order and they will not take precedence over other orders which are equally or higher rated.

(e) *Sawmills producing less than 10,000 board feet not getting certified orders may ship on uncertified orders.* Any sawmill defined in paragraph (a) which is smaller than the type of sawmill included in paragraph (b) must accept certified orders (whether military or not) of consumers and distributors offered it in accordance with paragraphs (x) (1) and (x) (2) of Order L–335 but if such a sawmill has not been offered certified orders for all of its lumber it may ship the balance to lumber distributors on uncertified and unrated orders. A shipment of lumber on a distributor's uncertified and unrated orders must not be made if it will interfere with the filling of a certified order. Retail sales by sawmills are subject to the provisions of paragraphs (u) and (v) of Order L–335 and the provisions of Direction 8 to be issued under the order.

Issued this 3d day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–9742; Filed, July 3, 1944; 11:23 a. m.]

PART 3285—LUMBER AND LUMBER PRODUCTS

[Order L–335, Direction 3]

SAWMILLS' SHIPMENTS OF REDWOOD

The following direction is issued pursuant to Order L–335:

(a) *What sawmills are covered by this direction.* This direction applies only to sawmills located in the State of California which produce redwood lumber.

(b) *Military orders placed with sawmills that take precedence over other orders.* This paragraph applies to every sawmill mentioned in paragraph (a) above which currently produces 25,000 or more board feet of lumber (whether redwood or not) per average day of eight hours of continuous operation or which produced an average of 25,000 or more board feet of lumber per day during the days from June 3, 1943 to December 3, 1943 on which it was in operation. Starting with the month of August, 1944, sawmills that receive orders of the type described in paragraph (c) below must accept and ship such orders in preference to all other orders (except orders rated AAA) to the extent that such orders do not require more than 60 percent of the sawmill's anticipated monthly shipments. Such an order may not be accepted by a sawmill after the beginning of the month preceding the month of shipment if the acceptance of the order would result in displacing other certified and rated orders amounting to more than 10 percent of the sawmill's anticipated monthly shipments. A sawmill's shipment on such orders shall be in the sizes required by the agency or person placing the order. Orders of the types described in paragraph (c) below requiring delivery after August 1, 1944 which were placed with a sawmill before July 1, 1944 and validated before July 20, 1944 shall be treated as certified orders placed before July 1, 1944.

(c) *Military orders.* The following types of certified and rated orders placed with a sawmill shall be accorded the treatment provided for in paragraph (b) above and shipments made on such orders may be credited against the percentage that a sawmill is required to ship under that paragraph in preference to other orders:

(1) Orders for the account of the United States Government placed by the U. S. Army, U. S. Navy, U. S. Marine Corps, U. S. Coast Guard, U. S. Maritime Commission, and War Shipping Administration.

(2) Orders for the account of the United States Government placed by the Treasury Department, Procurement Division on behalf of the Foreign Economic Administration bearing the symbol DA–TPS;

(3) Orders placed by any other persons which bear a certification of the Central Procuring Agency, Procurement Division of the United States Corps of Engineers to the effect that the lumber purchased thereby is for the use of one of the agencies mentioned in subparagraph (1) of this paragraph, or is for "command construction" or "advance base procurement".

For the purposes of this direction "orders" shall be deemed to include the memorandum of purchase issued by the Central Procuring Agency on ED Form 526 commonly known as a "purchase allocation". A "purchase allocation" order is not to receive the preferential treatment to be accorded military orders under paragraph (b) above unless it is one of the types of orders described above.

(d) *Other military orders.* The amount of lumber that must be made available to the military on orders receiving the preferential treatment described in paragraph (b) is the minimum and a sawmill must continue to accept other orders coming from the same sources for lumber in excess of the required percentage mentioned in paragraph (b) in accordance with paragraphs (x) (1) and (x) (2) of Order L–335, but orders placed with a sawmill over and above the required 60 percent shall be treated like any other order and they will not take precedence over other orders which are equally or higher rated.

(e) *Sawmills producing less than 25,000 board feet not getting certified orders may ship on uncertified orders.* Any sawmill defined in paragraph (a) which is smaller than the type of sawmill included in paragraph (b) must accept certified orders (whether military or not) of consumers and distributors offered it in accordance with paragraphs (x) (1) and (x) (2) of Order L–335 but if such a sawmill has not been offered certified orders for all of its lumber it may ship the balance to lumber distributors on uncertified and unrated orders. A shipment of lumber on a distributor's uncertified and unrated orders must not be made if it will interfere with the filling of a certified order. Retail sales by sawmills are subject to the provisions of paragraphs (u) and (v) of Order L–335 and the provisions of Direction 8 to be issued under the order.

Issued this 3d day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–9743; Filed, July 3, 1944; 11:23 a. m.]

PART 3285—LUMBER AND LUMBER PRODUCTS

[Order L–335, Direction 4]

SAWMILLS' SHIPMENTS OF SOUTHERN YELLOW PINE

The following direction is issued pursuant to Order L–335:

(a) *What sawmills are covered by this direction.* This direction applies only to sawmills located in the United States which produce Southern yellow pine lumber.

(b) *Military orders placed with sawmills that take precedence over other orders.* This paragraph applies to every sawmill mentioned in paragraph (a) above which currently produces 5,000 or more board feet of lumber (whether Southern yellow pine or not) per average day of eight hours of continuous operation or which produced an average of 5,000 or more board feet of lumber per day during the days from June 3, 1943 to December 3, 1943 on which it was in operation. Starting with the month of August, 1944, sawmills that receive orders of the types described in paragraph (c) below must accept and ship such orders in preference to all other orders (except orders rated AAA) to the extent that such orders do not require more than 35 percent of the sawmill's anticipated monthly shipments. Such an order may not be accepted by a sawmill after the beginning of the month preceding the month of shipment if the acceptance of the order would result in displacing other certified and rated orders amounting to more than 10 percent of the sawmill's anticipated monthly shipments. A sawmill's shipment on such orders shall be in the sizes required by the agency or person placing the order. Orders of the types described in paragraph (c) below requiring delivery after August 1, 1944 which were placed with a sawmill before July 1, 1944 and validated before July 20, 1944 shall be treated as certified orders placed before July 1, 1944.

(c) *Military orders.* The following types of certified and rated orders placed with a sawmill shall be accorded the treatment provided for in paragraph (b) above and shipments made on such orders may be credited against the percentage that a sawmill is required to ship under that paragraph in preference to other orders:

(1) Orders for the account of the United States Government placed by the U. S. Army, U. S. Navy, U. S. Marine Corps, U. S. Coast Guard, U. S. Maritime Commission, and War Shipping Administration;

(2) Orders for the account of the United States Government placed by the Treasury Department, Procurement Division on behalf of the Foreign Economic Administration bearing the symbol DA–TPS;

(3) Orders placed by any other persons which bear a certification of the Central Procuring Agency, Procurement Division of the United States Corps of Engineers to the effect that the lumber purchased thereby is for the use of one of the agencies mentioned in sub-paragraph (1) of this paragraph, or is for "command construction" or "advance base procurement".

For the purposes of this direction "orders" shall be deemed to include the memorandum of purchase issued by the Central Procuring Agency on ED Form 526 commonly known as a "purchase allocation". A "purchase allocation" order is not to receive the preferential treatment to be accorded military orders under paragraph (b) above unless it is one of the types of orders described above.

(d) *Other military orders.* The amount of lumber that must be made available to the military on orders receiving the preferential treatment described in paragraph (b) is the minimum and a sawmill must continue to accept other orders coming from the same sources for lumber in excess of the required percentage mentioned in paragraph (b) in accordance with paragraphs (x) (1) and (x) (2) of Order L–335, but orders placed with a sawmill over and above the required 35 percent shall be treated like any other order and they will not take precedence over other orders which are equally or higher rated.

(e) *Sawmills producing less than 5,000 board feet not getting certified orders may ship on uncertified orders.* Any sawmill defined in paragraph (a) which is smaller than the type of sawmill included in paragraph (b) must accept certified orders (whether military or not) of consumers and distributors offered it in accordance with paragraphs (x) (1) and (x) (2) of Order L–335 but if such a sawmill has not been offered certified orders for all of its lumber it may ship the balance to lumber distributors on uncertified and un-

rated orders. A shipment of lumber on a distributor's uncertified and unrated orders must not be made if it will interfere with the filling of a certified order. Retail sales by sawmills are subject to the provisions of paragraphs (u) and (v) of Order L–335 and the provisions of Direction 8 to be issued under the order.

Issued this 3d day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–9744; Filed, July 3, 1944; 11:23 a. m.]

PART 3285—LUMBER AND LUMBER PRODUCTS

[Order L–335, Direction 5]

SAWMILLS' SHIPMENTS OF CYPRESS (RED OR YELLOW) LUMBER

The following direction is issued pursuant to Order L–335:

(a) *What sawmills are covered by this direction.* This direction applies only to sawmills located in the United States which produce cypress (red or yellow) lumber.

(b) *Military orders placed with sawmills that take precedence over other orders.* This paragraph applies to every sawmill mentioned in paragraph (a) above which currently produces 5,000 or more board feet of lumber (whether one of the named species or not) per average day of eight hours of continuous operation or which produced an average of 5,000 or more board feet of lumber per day during the days from June 3, 1943 to December 3, 1943 on which it was in operation. Starting with the month of August, 1944, sawmills that receive orders of the types described in paragraph (c) below must accept and ship such orders in preference to all other orders (except orders rated AAA) to the extent that such orders do not require more than 30 percent of the sawmill's anticipated monthly shipments. Such an order may not be accepted by a sawmill after the beginning of the month preceding the month of shipment if the acceptance of the order would result in displacing other certified and rated orders amounting to more than 10 percent of the sawmill's anticipated monthly shipments. A sawmill's shipment on such orders shall be in the sizes required by the agency or person placing the order. Orders of the types described in paragraph (c) below requiring delivery after August 1, 1944 which were placed with a sawmill before July 1, 1944 and validated before July 20, 1944 shall be treated as certified orders placed before July 1, 1944.

(c) *Military orders.* The following types of certified and rated orders placed with a sawmill shall be accorded the treatment provided for in paragraph (b) above and shipments made on such orders may be credited against the percentage that a sawmill is required to ship under that paragraph in preference to other orders:

(1) Orders for the account of the United States Government placed by the U. S. Army, U. S. Navy, U. S. Marine Corps, U. S. Coast Guard, U. S. Maritime Commission, and War Shipping Administration;

(2) Orders for the account of the United States Government placed by the Treasury Department, Procurement Division on behalf of the Foreign Economic Administration bearing the symbol DA–TPS;

(3) Orders placed by any other persons which bear a certification of the Central Procuring Agency, Procurement Division of the United States Corps of Engineers to the effect that the lumber purchased thereby is for the use of one of the agencies mentioned in subparagraph (1) of this paragraph, or is for "command construction" or "advance base procurement".

For the purposes of this direction "orders" shall be deemed to include the memorandum of purchase issued by the Central Procuring Agency on ED Form 526 commonly known as a "purchase allocation". A "purchase allocation" order is not to receive the preferential treatment to be accorded military orders under paragraph (b) above unless it is one of the types of orders described above.

(d) *Other military orders.* The amount of lumber that must be made available to the military on orders receiving the preferential treatment described in paragraph (b) is the minimum and a sawmill must continue to accept other orders coming from the same sources for lumber in excess of the required percentage mentioned in paragraph (b) in accordance with paragraphs (x) (1) and (x) (2) of Order L–335, but orders placed with a sawmill over and above the required 30 percent shall be treated like any other order and they will not take precedence over other orders which are equally or higher rated.

(e) *Sawmills producing less than 5,000 board feet not getting certified orders may ship on uncertified orders.* Any sawmill defined in paragraph (a) which is smaller than the type of sawmill included in paragraph (b) must accept certified orders (whether military or not) of consumers and distributors offered it in accordance with paragraphs (x) (1) and (x) (2) of Order L–335 but if such a sawmill has not been offered certified orders for all of its lumber it may ship the balance to lumber distributors on uncertified and unrated orders. A shipment of lumber on a distributor's uncertified and unrated orders must not be made if it will interfere with the filling of a certified order. Retail sales by sawmills are subject to the provisions of paragraphs (u) and (v) of Order L–335 and the provisions of Direction 8 to be issued under the order.

Issued this 3d day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–9745; Filed, July 3, 1944; 11:23 a. m.]

PART 3288—PLUMBING AND HEATING EQUIPMENT

[General Limitation Order L–185, as Amended July 1, 1944]

WATER HEATERS

The fulfillment of requirements for the defense of the United States has created a shortage of materials used in the manufacture of water heaters for defense, for private account, and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3288.51 *General Limitation Order L–185*—(a) *Definitions.* (1) "Direct fired water heater" means any device for the direct transference of heat produced by electricity or by the combustion of coal, wood, fuel oil or gas, or derived from solar rays, to the water of a hot water supply system. The term includes, but is not limited to, coils, side-arm water heaters, bucket-a-day stoves, laundry stoves (with cored water sections), dome type water heaters, steel hot water supply heaters, or service water tank heaters having not more than two cored water sections, automatic storage water heaters, instantaneous or continuous flow water heaters, underfired storage water heaters, electric water heaters, and solar water heaters. The term does not include any low pressure cast iron or steel boiler designed for the purpose of heating water to provide heat for the interior of a building by means of circulating steam or hot water.

(2) "Indirect water heater" means any device to which steam or hot water is piped for the transference of the heat of such steam or hot water to the water of a hot water supply system, or the water of a hot water space heating system. The term includes, but is not limited to, coils, side arm water heaters, submerged type water heaters or any indirect water heater (including tanks) commonly referred to as a storage water heater consisting of a heating element installed in a hot water storage tank for the purpose of heating and storing hot water for any use, and any indirect water heater consisting of a coil or a nest of tubes installed in a shell or pressure vessel having a diameter 12" or less (if other than circular in cross section and internal cross sectional area 113 sq. in. or less) and designed for the purpose of supplying hot water to a hot water space heating system. The term does not include any storage tank, the manufacture of which is governed by Limitation Order L–199, even though used in conjunction with any indirect water heater. It is not intended by the foregoing definition to include any product which is controlled by Limitation Order L–123.

(3) "Hot water supply system" means any system of supplying hot water used in whole or in part for bathing, washing, cleaning, cooking or other similar purposes. The term does not include any system for supplying hot water for specialized industrial or agricultural purposes.

(4) "Hot water space heating system" means any system which is designed for the purpose of heating the interior of a building or other structure (including ships) by utilizing the heat of hot water.

(5) "Metal jacket" means any metal covering, lining, or portion thereof (but not any metal band two inches or less in width used to support a jacket which holds dry insulation) for any direct fired or indirect water heater, except any metal covering, lining, or portion thereof which conducts flue gases, water, or steam through and to the outside of a direct fired or indirect water heater, and except any ferrous metal wire netting used as a base for the wet application of insulating material.

(6) "Copper base alloy" means any alloy in the composition of which the percentage of copper metal by weight equals or exceeds 40% of the total weight of the alloy.

(b) *Use of copper, stainless steel, and monel metal in manufacture.* No person shall use in the manufacture, fabrication, or assembly of any direct fired or indirect water heater, any copper, copper base alloy, stainless steel, or monel metal except:

(1) For repair parts not including tanks;

(2) For temperature, pressure, vacuum or electrical controls, safety devices or valves;

(3) For tank spuds or tappings;

(4) For coils and tubular units built with copper tubing of 1½" outside diameter or less, in indirect water heaters only. However, the shells, steam heads, tube plates and other cast parts of indirect water heaters shall be of ferrous metal, or non-metallic materials except that terminal outlets and spacer plates may be of a copper base alloy in which no primary tin or copper is used, and the alloy shall be of no higher grade than alloy 5A of the A. S. T. M. specification B–145–42–T.

The exceptions to the restrictions in the use of copper, stainless steel, or monel metal contained in paragraphs (b) (2) and (b) (4) thereof do not apply to the production of indirect water heaters designed for hot water space heating systems.

(5) For coils and terminal outlets for direct fired side-arm water heaters, except that any copper base alloy used in the production of terminal outlets may contain no primary tin or copper, and the alloy shall be of no higher grade than alloy 5A of the A. S. T. M. Specification B–145–42–T.

(6) For current carrying parts and heating elements for electric water heaters.

(c) *Use of copper, stainless steel, and monel metal in the installation of repair and replacement parts.* (1) No person shall in any repair or replacement use or install parts containing in the aggregate more than two pounds of copper or copper base alloy, stainless steel, or monel metal, if the weight of the copper, copper base alloy, stainless steel, or monel metal so used or installed exceeds by more than one pound the weight of copper, copper base alloy, stainless steel, or monel metal replaced. The restrictions in this subparagraph do not apply to the replacement of ferrous heating elements for direct or indirect water heaters.

(2) All copper and copper base alloy replaced in any repair shall be delivered by the person making the repair to a scrap dealer or other person specified under Copper Order M–9.

(d) *Manufacture of metal jackets.* No person shall manufacture or fabricate any metal jacket except: (1) From materials in his inventory on May 8, 1944; (2) From materials obtained from frozen, idle and excess inventories; (3) From allotted materials; or (4) From aluminum the use of which for making metal jackets is specifically authorized by the War Production Board pursuant to Order M–1–i.

(e) *Restrictions on production*—(1) *Water heaters except electric.* No person shall manufacture or assemble more units of direct fired (other than electric) or indirect water heaters than his quota, which for each calendar year, shall be determined by the percentage indicated on Schedule A of his 1941 unit production of the same classification of water heaters. However, regardless of the number of water heaters he may have produced before July 1, 1944, his quota for the period from that date through December 31, 1944, shall be ½ the quota for each calendar year. If additional production is necessary to fulfill the approved War Production Board program, any person may request authorization to exceed his quota by addressing a letter to the War Production Board, Plumbing and Heating Division, Washington 25, D. C., stating his proposed additional production in units per quarter, and the War Production Board may authorize additional production on Form GA–1850.

(2) *Electric water heaters.* (i) No person shall manufacture or assemble any electric water heaters except to the extent authorized by the War Production Board on Form GA–1850. The War Production Board will authorize limited production so that the aggregate production of electric water heaters for each calendar year will not exceed 37 per cent of the aggregate production of the industry from July 1, 1940 through June 30, 1941, except that for the period from July 1, 1944, through December 31, 1944, the aggregate production shall not exceed 18½ per cent. Production will not be authorized in any plant where such production or labor requirement therefor will interfere with war production in that plant or in any other plant located in the same area.

(ii) A person wishing to make electric water heaters (other than those excepted by paragraph (f)), should apply for authorization by letter addressed to the War Production Board, Plumbing and Heating Division, Washington 25, D. C., reference L–185. This letter should state the proposed production in units per quarter. Where the applicant will need controlled materials in order to produce the equipment, the letter requesting authorization should be accompanied by an application on Form CMP–4B for the controlled materials.

(iii) No person may manufacture or assemble electric water heaters in more than three sizes (based on water storage capacity) nor in more than one model in each size, but a change in the number or design of heating elements shall not constitute a change in size or model. Each person shall report in a letter the size and model designation of the electric water heaters he intends to produce. Each person shall thereafter produce only those sizes and models so reported unless written authorization is received from the War Production Board to produce any other models or sizes. This reporting requirement has been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(f) *Exceptions to manufacturing restrictions.* The restrictions of this order do not apply to the production of water heaters or parts required by the Army, Navy, Maritime Commission, or War Shipping Administration, or by rules and regulations promulgated by the Coast Guard for merchant vessels, for use in ships, boats, planes, laundries, kitchens, hospitals, bakeries, or advance bases, or to fill orders authorized by the Maritime Commission on Form WPB–646. Water heaters produced under this paragraph (f) shall not be charged against the production quotas set forth in paragraphs (e) (1) and (e) (2).

(g) *Appeals.* Any appeal from the provisions of this order shall be filed on Form WPB–1477 with the Field Office of the War Production Board, for the district in which is located the plant or branch of the appellant to which the appeal relates.

(h) *Communications.* All communications concerning this order, unless otherwise directed should be addressed to the War Production Board, Plumbing and Heating Division, Washington 25, D. C., Reference L–185.

(i) *Reports.* Manufacturers of water heaters shall report on or before the tenth day of each month on Form WPB–3717, following the instructions on the form. This reporting requirement has been approved by the Bureau of the Budget, in accordance with the Federal Reports Act of 1942.

(j) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using material under priority control and may be deprived of priorities assistance.

Issued this 1st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

SCHEDULE A—PERMITTED PERCENTAGES OF 1941 UNIT PRODUCTION

NOTE: Schedule A amended in its entirety July 1, 1944.

	Percent
A. Direct fired water heaters:	
1. Underfired water heaters	80
2. Coal and wood fired water heaters	100
3. Side-arm heaters	70
4. All others	50
B. Indirect water heaters	57

[F. R. Doc. 44–9672; Filed, July 1, 1944; 11:34 a. m.]

PART 3291—CONSUMER'S DURABLE GOODS

[Limitation Order L–30–b, Direction 1 as Amended July 1, 1944]

ENAMELED COLD PACK CANNERS

The following amended direction is issued pursuant to Limitation Order L–30–b:

(a) *What this direction does.* This direction is designed to provide for the production of enameled cold pack canners for use in the 1944 canning season. It permits production before October 1, 1944, only.

(b) *Definition of enameled cold pack canner.* An "enameled cold pack canner" is a covered utensil made of vitreous-enameled iron and steel having a capacity of from 17 to 25 quarts which may be used for canning food products and is designed to hold 7 one-quart jars, 9 one-pint jars or 4 half-gallon jars.

(c) *What sizes of canners may be made.* Each manufacturer is permitted by this direction to make one size of enameled cold pack canner. This may be the same as one of the sizes of stock pots which he makes under Table A of Order L–30–b, or may be made in addition to those sizes, but no cold pack canner made under this direction may be sold by a manufacturer as a stock pot.

(d) *How many cold pack canners may be made.* No manufacturer may produce more enameled cold pack canners between February 19 and October 1, 1944, than 50% of the number of such canners which he made in the twelve months ending June 30, 1941.

(e) *Effect of Order L–30–b.* Under paragraph (h) of Order L–30–b the iron and steel which a manufacturer uses in making cold pack canners may be used in addition to his quotas for civilian orders of enameled ware under paragraph (e) of that order.

(f) *Wire racks.* Wire racks may be made of carbon steel for use in the enameled cold pack canners to be produced under this direction. Tin may be used in plating these wire racks. These provisions supersede any provisions in Orders M–126 and M–43 which would prevent the use of these materials.

Issued this 1st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–9670; Filed, July 1, 1944; 11:32 a. m.]

PART 3291—CONSUMERS DURABLE GOODS

[Limitation Order L–30–d, Direction 1, as Amended July 1, 1944]

The following amended direction is issued pursuant to L–30–d:

ALUMINUM PRESSURE CANNERS

(a) *What this direction does.* In order to provide for the production of aluminum pressure canners for the 1944 canning season, this direction tells what types of pressure canners may be made, who may make them and how many may be made.

(b) *Definition of "pressure canners".* As used in this direction, "pressure canner" means any device commonly known as a pressure cooker or pressure canner which may be used for canning food products under steam pressure, and which is equipped with a dial, indicating or weighted gauge, a venting device and a safety valve.

(c) *Production of pressure canners*—(1) *Authorized list of manufacturers.* The following manufacturers may produce or assemble between January 31 and October 1, 1944 at their plants at the addresses indicated, aluminum pressure canners in quantities not exceeding the number indicated opposite their names:

NOTE: Table amended July 1, 1944.

	7-quart size	14-quart size
Burpee Can Sealer Co., Barrington, Ill.	39,500	10,000
National Aluminum Mfg. Co., Peoria, Ill.	34,000	22,500
Wisconsin Aluminum Foundry Co., Manitowoc, Wis.	12,500	-------
Pressure Cooker Co., Denver, Colo.	2,614	-------
National Pressure Cooker Co., Eau Claire, Wis.	191,200	67,500
Lakeside Aluminum Co., Minneapolis, Minn.	19,886	-------

(2) *Restriction on aluminum permanent mold castings.* No person may make any aluminum permanent mold castings for the aluminum pressure canners to be produced under this direction without first obtaining the written specific authorization of the War Production Board. Applications for authorization to make such castings should be made by letter to the War Production Board, Washington 25, D. C., Ref: L–30–d, Direction 1. Each applicant should submit complete information as to the availability of his facilities for making castings in the light of his present and potential war work and the manpower situation in his plant and in the area where it is located. The War Production Board will not issue any authorization to produce permanent mold castings if the Board finds that such production will interfere with the production and delivery of war orders, and the Board intends to change or revoke any authorization if later conditions show that such interference is likely.

(3) *Additional production.* The War Production Board may add additional manufacturers to those listed above or increase the quantities specified to the extent that materials, facilities and manpower are available and additional pressure canners are needed to meet requirements. Any person desiring to produce aluminum pressure canners in addition to those mentioned above should apply by letter to the War Production Board, Washington 25, D. C., Ref: L–30–d, Direction 1. Each applicant should submit full details of the pressure canners he proposes to make, including a bill of materials on Form CMP–1, and illustrations, designs or samples when practicable. He should also submit complete information as to the availability of his facilities for this production in the light of the war work which he is doing and the manpower situation in his plant and in the area where his plant is located. A CMP–4B application for any controlled materials needed should accompany any application under this paragraph.

(4) *Revision of quotas.* If the War Production Board finds that any manufacturer will be unable to produce his quota of pressure canners because of interference with war orders or for any other reason, the Board intends to reduce his quota and transfer the excess to another manufacturer.

(d) *What types of pressure canners may be made; sizes and permissible metals*—(1) *Sizes.* Only two sizes of pressure canners may be made under this direction, one with a capacity of 7 one-quart glass jars, and the other with a capacity of 14 one-quart glass jars.

(2) *Materials which may be used.* The body, cover and insets for preparing food must be made of aluminum or aluminum alloy. Carbon steel may be used in any other parts or attachments, including wire racks. Alloy steel may be used in locking devices and safety and relief valves only. Copper and copper base alloy may be used in indicating gauges, safety and relief valves and blow-out plugs only. Tin may be used in plating wire racks only. These provisions supersede any provisions in Orders M–1–l, M–9–c, M–43 and M–126, which would prevent the use of these materials. In all other respects the use of materials in pressure canners must conform to applicable conservation orders.

(e) *Reports.* (1) Beginning March 10, 1944, each manufacturer shall file by the 10th day of each month, a report by letter with the War Production Board, Washington 25, D. C., Ref: L–30–d, Direction 1, stating the number of pressure canners which he made in the preceding calendar month by sizes.

(2) The reporting provisions in this Direction have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 1st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–9671; Filed, July 1, 1944; 11:32 a. m.]

PART 3291—CONSUMERS DURABLE GOODS

[Supplementary Limitation Order L–7–c, Schedule VIII]

DOMESTIC ICE REFRIGERATORS

§ 3291.23 *Schedule VIII to Limitation Order L–7–c.* Pursuant to paragraph (b) (2) of Limitation Order L–7–c:

The following production quotas for domestic ice refrigerators are established for the period from July 1, 1944 through September 30, 1944, inclusive. During that period each manufacturer listed is authorized to make the number of domestic ice refrigerators set forth below opposite his name. Manufacturers listed may only make the refrigerators in their own plants at the location set forth opposite their respective names. Manufacturers listed may not make more domestic ice refrigerators than the number opposite their names, even for orders bearing preference ratings. All domestic ice refrigerators made by each manufacturer must be included in the quotas assigned in this Schedule.

Company and Location	*Units*
American Fixture & Mfg. Co., St. Louis, Mo.	6,000
Arctic Refrigerator Co., Brooklyn, N. Y.	7,000
Atkins Table & Cabinet Co., Brooklyn, N. Y.	5,000
Brunswick Refrigerator Co., Brooklyn, N. Y.	4,000
Craftbilt Cabinets, Burbank, Calif.	3,000
Doherty-Stirling, Inc.,[1] Baton Rouge, La.	2,000
Dratch's Victory Refrigerator Box, Brooklyn, N. Y.	2,500
Durasteel Co., Hannibal, Mo.	200
Fy-Boro Metal Products Co., Brooklyn, N. Y.	6,000
Globe Wood Products Co., Brooklyn, N. Y.	1,500
Home Building Corporation, Kansas City, Mo.	150
Ice Cooling Appliance Corporation, Morrison, Ill.	18,325
Iceland Refrigerator Co., Brooklyn, N. Y.	5,000
King Refrigerator Corporation, Brooklyn, N. Y.	7,500
Maine Manufacturing Co., Nashua, N. H.	12,000

[1] 1,000 ice refrigerators and 1,000 ice chests.

Company and Location	*Units*
Modern Refrigerator Works, Glendale, Calif.	8,000
Precision Metal Products Co., Brooklyn, N. Y.	6,000
Sanitary Refrigerator Co., Fond du Lac, Wis.	15,000
Stoddard Manufacturing Co., Mason City, Iowa	8,000
Success Manufacturing Co., Gloucester, Mass.	6,000
Ward Refrigerator & Mfg. Co., Los Angeles, Calif.	15,000

Issued this 1st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–9669; Filed, July 1, 1944; 11:32 a. m.]

Subchapter C—Office of Director of War Utilities

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 4501—COMMUNICATIONS

[Utilities Order U–8, as Amended July 1, 1944]

ORDER LIMITING THE MANUFACTURE OF TELEPHONES

The purpose of this order is to conserve materials and manufacturing capacity required for the prosecution of the war by restricting the manufacture of telephones. However, because of the prime necessity for maintaining telephone service, this order is not intended to prevent the maintenance, repair or conversion of telephone sets, nor is it intended to prevent the manufacture of parts to maintain, repair or convert telephone sets.

§ 4501.26 *Utilities Order U–8*—(a) *Definitions.* For the purpose of this order:

(1) "Person" means any individual, partnership, association, business trust, corporation, receiver or any form of enterprise whatsoever, whether incorporated or not.

(2) "Standard telephone set" means any telephone set except those on List B attached. It does not include any of the apparatus or wiring set forth on List A attached.

(3) "Wire intercommunicating telephone set" means any telephone set for use in a wire intercommunicating system which is not owned by a public telephone system and does not involve the use of substantial amounts of outside plant. Thus, it includes any telephone set for use in connection with a system contained within a building or within a group of buildings located nearby one another. It does not include a telephone set for use in a system employing large amounts of outside plant such as are required by the telephone lines of railroad or pipe line companies. Nor does it include a wire intercommunicating set which employs electronic tubes as an essential part of such set.

(b) *Restrictions.* (1) No person shall produce any standard telephone sets except:

(i) To fill orders of the kind shown on List C, or

(ii) To maintain an inventory specifically permitted by the War Production Board, or

(iii) To fill authorized production quotas established by the War Production Board. Production will be authorized so as not to exceed the approved WPB program and so that the production authorized in any one plant, or labor requirements therefor, will not interfere with war production in that plant or in any other plant located in the same area.

However, any person may maintain, repair or convert existing standard telephone sets.

(2) No person shall produce parts of standard telephone sets, except:

(i) For the maintenance, repair or conversion of existing telephone sets, or

(ii) For non-telephone use, or

(iii) For another person who regularly produces or assembles telephones for sale, or

(iv) To assemble standard telephone sets permitted by Order U-8, or

(v) To assemble standard telephone sets permitted by a specific grant of relief from the restrictions of Order U-8 by the War Production Board, or

(vi) To assemble standard telephone sets within an authorized production quota established by the War Production Board.

Any person producing telephone parts may produce any part in a minimum production run whenever his inventory contains less than a 60 days supply.

(3) No person shall sell parts of standard telephone sets manufactured after November 15, 1942 unless the buyer certifies in writing to the seller and the War Production Board that the parts are to be used:

(i) For maintenance, repair or conversion of existing telephone sets, or

(ii) For non-telephone use, or

(iii) To assemble telephone sets permitted by Order U-8, or

(iv) To assemble standard telephone sets permitted by a specific grant of relief from the restrictions of Order U-8 by the War Production Board, or

(v) To assemble standard telephone sets within an authorized production quota established by the War Production Board.

However, parts manufactured and sold under a specific WPB permission to produce or assemble a complete telephone(s), may be resold without a certification as to use.

The requirement of this paragraph (b) (3) will be satisfied for all future purchase orders for telephone parts if the buyer makes a single written certification to his supplier and the War Production Board that all telephone parts ordered by him will be used only in ways described in this paragraph.

(4) No person shall produce or assemble any wire intercommunicating telephone sets except:

(i) To fill an order bearing a preference rating of AA–5 or higher for a maintenance replacement of an existing set or for additional stations within the designed capacity of an existing system,

(ii) To fill an order specifically authorized and rated by the War Production Board on Form WPB–1319 for telephones in connection with a new wire intercommunicating system or with an addition beyond the designed capacity of an existing wire intercommunicating system. Applications for such specific authorization shall be addressed to the Communications Division, Office of War Utilities, Washington (25), D. C.

(iii) To fill orders of the kinds shown on List C.

(iv) To maintain an inventory specifically permitted by the War Production Board.

(c) *Records.* All persons who produce telephone sets or parts shall keep and preserve for not less than two years accurate and complete records concerning production and sale of telephone sets and parts. Any person who sells telephone parts manufactured after November 15, 1942 for which a buyer's certification is required by paragraph (b) (3) shall keep and preserve the buyer's certification(s) for not less than two years.

(d) *Reports.* All persons who produce or assemble telephone sets or parts shall make such reports as shall be required from time to time by the War Production Board; subject to the approval of the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

(e) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from process or use of, material under priority control, and may be deprived of priorities assistance.

(f) *Appeals.* Any person affected by this order may apply for relief by letter, specifying the particular provision involved and stating all the facts on which he relies.

(g) *Communications.* All reports required and all communications concerning this order shall be addressed to the Communications Division, Office of War Utilities, War Production Board, Washington (25), D. C., Reference: U-8.

Issued this 1st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

LIST A—ITEMS NOT AFFECTED BY THE ORDER

1. Jacks and plugs.
2. Switching keys.
3. Extension bells.
4. Loud-ringing bells.
5. Connecting blocks.
6. Protectors.
7. Station, drop and line wiring and cabling.
8. Battery boxes.
9. Dials or equivalent calling devices.

LIST B—TELEPHONES WHICH MAY BE MANUFACTURED

1. Head and chest telephone sets.
2. Telephone test sets for use in connection with the construction and maintenance of wire communication plant.
3. Any telephone set assembled in connection with a coin collecting device for use as a public pay station.

4. Outdoor and mine type telephone sets which are so designed as to employ a minimum of critical materials consistent with the essential service requirements.

5. Explosion proof sets for use in mines, and in locations in munitions plants and other essential industries where the use of a standard telephone set would give rise to danger of explosion.

6. Telephone sets, of special design, required for use on shipboard or in connection with underwater and flying operations and for gas masks.

7. Portable telephone sets (outdoor type) and sound powered telephone sets for use by railroads, pipe line companies, the Coast and Geodetic Survey, the Forest Service and the Alaska Highway.

8. Telephone sets for railroad train dispatching service or for railroad traffic control service, or for service with railway electric switch locks.

9. Push-to-talk handsets, that is, handsets having a selector device which permits the use of either the transmitter or the receiver or both, for use by the armed services.

LIST C—PERSONS FOR WHOM TELEPHONES MAY BE MANUFACTURED

1. Any telephone set or part ordered by, or for the account of, or for resale to, the Army or Navy of the United States, the United States Maritime Commission, the War Shipping Administration, the Panama Canal, the Coast Guard, and the Civil Aeronautics Administration.

2. Any telephone set or part for use in combat or for combat equipment, ordered by, or for the account of, or for resale to, the government of any of the following countries: Belgium, China, Czechoslovakia, Free France, Greece, Iceland, Netherlands, Norway, Poland, Russia, Turkey, United Kingdom, including its dominions, crown colonies and protectorates, and Yugoslavia, or any other country, including those of the Western Hemisphere, now or hereafter designated, pursuant to the Act of March 11, 1941 entitled "An Act to Promote the Defense of the United States" (Lend-Lease Act).

[F. R. Doc. 44-9659; Filed, July 1, 1944; 11:32 a. m.]

Subchapter D—Office of the Rubber Director

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 4600—RUBBER, SYNTHETIC RUBBER, BALATA AND PRODUCTS THEREOF

[Rubber Order R-1, as Amended July 1, 1944]

Rubber Order R-1, as amended, including Appendices I and II is hereby amended to read as follows:

DEFINITIONS

Sec.
4600.01 Meaning of certain terms.

GENERAL RESTRICTIONS ON CONSUMPTION

4600.02 Authorized consumption.
4600.03 Permitted uses.
4600.04 Balata.

PURCHASE PROCEDURE

4600.05 Purchase requests for rubber or synthetic rubber.

DELIVERIES AND IMPORTATION

4600.06 Delivery restrictions.
4600.07 Inventories of material.
4600.08 Importation.

PRODUCTION AND OPERATIONS

4600.09 Special regulations for tire and tube production.
4600.10 Heel and sole products.
4600.11 Garden hose.
4600.12 Regrooving tires.
4600.13 Recapping or retreading tires.
4600.14 Destruction of scrap; consumption of rubber products.

MISCELLANEOUS

4600.15 Reports.
4600.16 Outstanding authorizations and directives.
4600.17 Applicability of regulations.
4600.18 Appeals.
4600.19 Violations.
4600.20 Communications.

APPENDIX I—GENERAL PERMITTED USES

General permitted uses including listed products for Government and Civilian orders.

APPENDIX II—MANUFACTURING REGULATIONS

Table of lists

List
1 Compounds for mechanical rubber goods.
6 Tire and tube production pattern.
17 Tire and flap curing bags.
18 Airplane tire tubes.
20 Vibration mount and shock absorbers.
21 Rubber footwear.
22 Compounds for tires and tire casings.
23 Tire and tube repair materials.
24 Tires and tire casings (except airplane and bicycle tires).
25 Tire tubes (except airplane and bicycle tire tubes).
26 Tire flaps.
27 Insulated wire and cable.
28 Feeding nipples.
29 Airplane tire and tire casings.
30 Retreading materials.

Table of lists

List
31 Tank blocks, treads and band tracks.
32 Use of high-tenacity rayon cord.
33 Tire tube valves (except bicycle tire tube valves).
34 Bicycle tires and tubes.

For temporary or special manufacturing regulations, see Part B of Appendix III.

APPENDIX III

(Printed separately)

A—End Product Regulations

Sec.
4600.30 Acquisition of tires and tubes for original equipment.
4600.31 Acquisition of industrial type tires and tubes and solid tires for replacement purposes.
4600.32 Lifesaving suits.
4600.33 Crude rubber or latex gloves.
4600.34 Miscellaneous products.

B—Temporary or Special Manufacturing Regulations

APPENDIX IV

(Printed separately)

Tire Allotment Plan.

AUTHORITY: §§ 4600.01 to 4600.20, inclusive, issued under P.D. Reg. 1, as amended, 6 F.R. 6680; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; E.O. 9246, 7 F.R. 7379; sec. 2 (a), Pub. Law 671; 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.

Definitions

§ 4600.01 *Meaning of certain terms.* As used in this order:

(a) "Rubber" when used alone refers to any or all of the following: Crude rubber, latex, reclaimed rubber and scrap rubber.

(b) "Crude rubber" means all forms and types of natural crude rubber, but does not mean or include balata, chilte, gutta-percha, gutta siak, gutta jelutong, pontianac, latex, reclaimed rubber or scrap rubber.

(c) "Latex" means the dry latex solids contained in natural liquid latex.

(d) "Reclaimed rubber" means any vulcanizable material derived from the processing or treatment of scrap rubber except reclaimed residue or "mud". Reclaimed residue or "mud" means dried and recovered sludge consisting of a mixture of partially hydrolyzed cellulose, finely divided rubber and other waste products of the digester process of reclaiming rubber.

(e) "Scrap rubber" means any material which results from or is incident to the processing of rubber or synthetic rubber in the manufacture or repair of any product including any unvulcanized scrap rubber containing fabric and any defectively processed materials or products which are not usable for a purpose for which they are designed. The term also means any finished product or part thereof made in whole or in part from rubber or synthetic rubber which through wear, deterioration or obsolescence has served its purpose in its present state.

The term does not include (1) a pneumatic tire or tire casing which can be made serviceable under present limited operating conditions for a use for which it was designed, by means of a temporary or permanent repair or by retreading or recapping in accordance with recognized commercial practice; (2) any other product which is still usable for a primary purpose for which it was designed; (3) any residual piece of uncured tire cord friction (cord end) which is of sufficient size to be usable as new material in the manufacture of tire patches or in the repair of tires.

(f) "Synthetic rubber" includes Neoprene (all types including GR-M), Thiokol all types except GR-P; all Isobutylene polymer and copolymer types, including Butyl (GR-I) and Polyisobutylene (also known as Polybutene, Vistanex, Vistac and Synthetic 100); all Butadiene polymer and copolymer types, including but not limited to Buna S (GR-S all types, Hycar OS and Styraloy) and all Buna N types, such as Hycar, Perbunan, Chemigum, Butaprene, GR-A and Neoprene ILS; and all Isoprene polymer and copolymer types.

(g) "Balata" means any of the gums of recognized commercial grades, having a gutta hydrocarbon base and a high resin content, and includes such gums whether in crude or refined (deresinated or partly deresinated) form; but does not mean or include scrap balata or reclaimed balata, or Coquirana, Chicken-Wire, Peruvian F. A. Q. white, and Massaranduba Balata.

(h) "Chlorinated rubber" means the reaction product of chlorine and rubber, synthetic rubber or balata.

(i) "Consume" means to fabricate, process, stamp, cut or in any manner make any substantial change in the form, shape or chemical composition of rubber, synthetic rubber or balata and include both the consumption of scrap rubber for the production of reclaimed rubber, and the separating, tearing, splitting or pulling apart of scrap rubber for any purpose.

(j) "Government order" means any contract or purchase order for material or equipment:

(1) To be delivered to or for the account of any agency of the United States, including any independent regulatory commission or board, any executive department, independent establishment, commission, board, bureau, division, agency, administration, service, or office of the Executive branch of the Federal Government, and any corporation operated by the Federal Government. The term does not include any contract or purchase order for (i) maintenance, operating or repair material or equipment to be delivered to or for the account of any Federal Government-owned or controlled plant or facility which is not operated by the Federal Government or, (ii) material or equipment to be delivered to or for the account of any post exchange, ship's store, commissary, officer's mess, officers', non-commissioned officers' or enlisted men's club, or any similar agency or organization, whether or not such contract or purchase order bears an endorsement specified in Priorities Regulation No. 17.

(2) To be delivered to, or for the account of, any foreign country under the provisions of the Act of March 11, 1941, entitled, "An Act to Promote the Defense of the United States" (Lend-Lease Act).

(3) Required by the person placing the same to fill his contracts or purchase orders on hand, provided the material or equipment is to be physically incorporated in material or equipment to be delivered under contracts or purchase orders included under paragraphs (1) and (2) of this § 4600.01 (j).

(k) "Civilian order" means any contract or purchase order for material or equipment which is not a "Government order" as defined above.

(l) "Person" means any individual, partnership, association, business trust, corporation, governmental corporation or agency, or any organized group of persons, whether incorporated or not.

General Restrictions on Consumption

§ 4600.02 *Authorized consumption.* No person shall consume any of the following materials without first obtaining authorization to do so from the Rubber Director, War Production Board, on Form WPB-3662:

Crude rubber.
Natural latex.
Any synthetic rubber except GR-S (all types) or Thiokol types.
Chlorinated rubber.

No person shall consume any materials listed above except in the amounts and for the purposes authorized on Form WPB-3662. The consumer may, however, substitute synthetic rubber for crude rubber and may exceed by 5% the amount of material authorized for a particular purpose, but he must not exceed the total amount of any type of material which he is authorized to consume for all purposes. In addition, material may be consumed for experimental use without authorization to the extent permitted by Appendix I.

In order to obtain authorization under this section, a consumer must file Form WPB-3662 for each calendar month.

§ 4600.03 *Permitted uses.* No person shall use crude rubber, natural latex, reclaimed, scrap or chlorinated rubber or any synthetic rubber except for the products and purposes specified in Appendix I, subject to the applicable manufacturing regulations of this order.

§ 4600.04 *Balata.* No person shall consume balata except upon specific authorization of the Rubber Director, War Production Board. Requests for authorization to consume balata may be made by letter to the Office of Rubber Director, War Production Board, Washington 25, D. C. See definition of "Balata" at § 4600.01 (g) for types of balata not restricted by this order.

Purchase Procedure

§ 4600.05 *Purchase requests for rubber or synthetic rubber.* Purchase requests for crude rubber, natural latex, neoprene (GR-M), or butyl (GR-I or Class types) must be made on Form WPB-3682 in accordance with the instructions accompanying the form. Purchase requests for GR-S (all types) should be made to Rubber Reserve Company in accordance with regulations of Rubber Reserve Company.

Authorized consumers may purchase synthetic rubber which is privately produced or chlorinated rubber, directly from the producer subject to the inventory restrictions of § 4600.07.

Material subject to prior authorization on Form WPB-3662 may be consumed only to the extent authorized on the form in accordance with applicable manufacturing regulations.

For purchases of material for experimental use, see Appendix I.

Deliveries and Importation

§ 4600.06 *Delivery restrictions.* No person shall deliver to another person any material controlled by this order other than reclaimed and scrap rubber except as permitted by regulations of Rubber Reserve Company, or as specifically authorized by the Rubber Director, War Production Board. Nothing contained in this section shall be deemed to prohibit:

(a) Delivery of rubber, synthetic rubber, chlorinated rubber or balata from one location to another location controlled by the same person where no change of ownership takes place, or by any corporation to another corporation which is its subsidiary or of which it is a subsidiary.

(b) A "loan" of GR-S (all types) for permitted uses under this order. A loan must not be made unless the person lending the material is reasonably certain that an equivalent amount of the material will be returned to him when he needs it. Full records of the loan transactions must be kept by both persons lending and persons borrowing, and the transactions must be reported as shipments or receipts on Form WPB-3410 for the calendar month in which the transactions occur.

(c) Any person from accepting delivery from another of rubber, synthetic rubber, chlorinated rubber, or balata for the purpose of milling, washing, deresinating, drying, compounding, or conditioning the same, or for processing or manufacturing products therefrom, and thereafter returning the same or the products thereof to such other person.

§ 4600.07 *Inventories of material.* No person, other than Rubber Reserve Company, shall acquire or maintain an inventory of any of the following materials in excess of an amount which can reasonably be expected to last him for the period designated below:

Type of material	*Permissible inventory.—days for each type*
Crude rubber, latex, reclaimed rubber, balata, GR-S, neoprene or thiokol	60
Any type of synthetic rubber not listed above; or chlorinated rubber	30

A person engaged in the business of reclaiming rubber, however, may maintain such inventories of scrap and reclaimed rubber as he deems advisable, notwithstanding the provisions of this section or of section 944.14 of Priorities Regulation 1 as amended.

§ 4600.08 *Importation.* No person shall import any rubber, synthetic rubber or balata, or any finished or semi-finished product of which 10% or more by weight is composed of rubber, synthetic rubber or balata or any combination thereof except as permitted under this section.

For the purposes of this section, "import" means to transport in any manner into the continental United States from any foreign country or from any territory or possession of the United States (including the Philippine Islands). It includes shipments into a free port, free zone, or bonded custody of the United States Bureau of Customs (bonded warehouse) in the continental United States and shipments in bond into the continental United States for transshipment to Canada, Mexico, or any other foreign country.

The restrictions of this section shall not apply to any of the following:

(a) Any importation by Rubber Reserve Company, Rubber Development Corporation, or any Corporation organized under section (5) (d) of the Reconstruction Finance Corporation Act, as amended, or any agent acting for one or more of them.

(b) The importation by any person during any calendar month of products or materials (except tires, tire casings and tire tubes) which contain an aggregate of not more than twenty-five pounds of rubber, synthetic rubber and balata, provided such products or materials are not imported for the purpose of manufacturing, processing, sale or resale;

(c) The importation by any person of tires and tubes for the personal use of such person, provided such importation (except of bicycle tires and tubes) is expressly authorized by the Office of Price Administration;

(d) The importation for testing purposes of camelback, or of tires or tubes or sections thereof by any manufacturer of camelback, tires or tubes;

(e) The importation of bicycle tires and tubes originally manufactured in the continental United States, Canada or the British Isles;

(f) The importation of tires for recapping, retreading or repair, provided the tires are thereafter exported to the owners in the foreign country from which the products were imported;

(g) The importation of any scrap rubber by the Army or Navy of the United States or the United States Maritime Commission;

(h) The importation of any finished products made of rubber, synthetic rubber or balata by diplomatic representatives of any foreign government for their personal use or the use of members of their staffs;

(i) The importation of any finished product made of rubber, synthetic rubber or balata by commercial representatives of any foreign government for use in their official business;

(j) The importation from the Dominion of Canada by any person of rubber, synthetic rubber or balata or any products thereof manufactured in the continental United States, Canada or the British Isles.

Production and Operations

§ 4600.09 *Special regulations for tire and tube production.* No person shall manufacture tire and tube products except in accordance with the regulations prescribed in List 6 of Appendix II.

§ 4600.10 *Heel and sole products.* Each manufacturer of heel and sole products shall fill orders in the sequence established by the following pattern and may produce and ship orders classified in a lower group of the pattern only to the extent that such production and shipments do not interfere with the fulfillment of orders in each higher group:

Group No.	*Type of order*
1	Orders for manufacture or repair of shoes for U. S. Armed Forces.
2	Civilian orders for repair materials and for manufacture of rationed new shoes.
3	Orders for manufacture of shoes to fill Government orders other than U. S. Armed Forces.
4	All other orders.

Orders must be filled in accordance with the above pattern without regard to preference ratings.

§ 4600.11 *Garden hose.* Garden hose may be produced or delivered without regard to preference ratings. No person shall apply or extend any rating to garden hose, and no person selling garden hose shall require a rating as a condition of sale. Any rating purporting to be applied or extended to garden hose shall be void and no person shall give any effect to it.

§ 4600.12 *Regrooving tires.* No person shall regroove the tread or tread surface of any tire or tire casing (except airplane and bus mileage contract tire casings) whether by cutting, scraping, grinding, burning, heating, remolding or any other means. This restriction does not apply to the grooving of tires in the course of recapping or retreading or restoring the original design to tread sectional repairs.

§ 4600.13 *Recapping or retreading tires.* No person shall recap or retread a tire unless the tire is worn smooth in the middle of the tread. As used herein, a tire is "worn smooth" when the tread design is no longer visible.

§ 4600.14 *Destruction of scrap; consumption of rubber products.* No person shall destroy, damage, cut or tear apart any Class 1 scrap rubber except for the purpose of consuming the same in accordance with the provisions of this order. (See Appendix I for definition of Class 1 scrap).

No person shall consume any finished or semi-finished product containing in the aggregate more than 10% by weight of rubber or synthetic rubber, except for a purpose for which it was designed.

Miscellaneous

§ 4600.15 *Reports.* The following reports shall be filed:

(a) Each person who owned any rubber, chlorinated or synthetic rubber during any calendar month, except scrap rubber, shall file with the Office of Rubber Director, War Production Board, a report on his stocks, receipts, production, consumption and shipments, on Form WPB-3410 in accordance with the instructions accompanying the form. This paragraph shall not apply to persons who perform the operations listed in § 4600.06 (c) of this order except that producers of reclaimed rubber shall report their entire production regardless of the ownership of the material consumed.

(b) Each manufacturer of tires and tubes or camelback, and any mass distributor who sells tires and tubes manufactured for him under his own brands or trade marks and whose sales volume of tires and tubes in 1941 exceeded 50,000 tires or 100,000 tubes, shall file a report on his production, shipments and inventory for each calendar month on Form WPB-3438 with the Office of Rubber Director, War Production Board, in accordance with the instructions accompanying the form, unless otherwise directed.

(c) Each manufacturer of light weight rubber gloves from crude rubber or natural latex shall report by letter to the Office of Rubber Director, War Production Board, the number of "firsts" and of "seconds" and "rejects" manufactured by him in each calendar quarter. Reports shall be filed not later than the 15th day of the calendar month following the quarterly period in which such manufacture took place.

(d) Each manufacturer of heels, heel bases, soles, taps, soling sheets or top-lifting sheets, shall file with the Office of Rubber Director, War Production Board, a report on his production, shipments and inventory on Form WPB-2592 in accordance with the instructions accompanying the form.

§ 4600.16 *Outstanding authorizations and directives.* All outstanding special authorizations and directives (other than authorizations granted pursuant to appeal) issued prior to July 1, 1944, are hereby revoked.

§ 4600.17 *Applicability of regulations.* Except as otherwise provided, this order and all transactions affected thereby are subject to all applicable provisions of War Production Board Priorities and CMP Regulations as amended from time to time.

§ 4600.18 *Appeals.* Appeal from the provisions of this order shall be made by filing Form WPB-2242 (formerly PD-500-b), referring to the particular provision appealed from and stating fully the grounds of the appeal.

§ 4600.19 *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

§ 4600.20 *Communications.* All reports required to be filed under this order, and all communications concerning this order, shall, unless otherwise directed, be addressed to: Office of Rubber Director, War Production Board, Washington 25, D. C., Ref.: Order R-1.

NOTE: The reporting provisions of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 1st day of July 1944.

RUBBER DIRECTOR,
WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

APPENDIX I—GENERAL PERMITTED USES

Type of material	General permitted uses	Monthly consumption for experimental use without authorization [1]
Crude rubber or natural latex	In the manufacture of products listed below for which crude rubber or natural latex is specifically permitted, subject to any applicable manufacturing regulations or restrictions, but only as authorized on Form WPB-3662.	None.
Reclaimed rubber	In the manufacture of any product listed below or of any other product to fill U. S. Army, Navy or Maritime Commission orders.	No limit.

[1] Permitted uses of material in this Appendix do not apply to experimentation. Materials in the amounts indicated may be diverted from inventory or from purchases for manufacturing operations. To purchase privately produced synthetic rubber for experimental purposes, make application directly to the producer; for GR-synthetic rubbers, make application to Rubber Reserve Company, Washington, D. C.

APPENDIX I—PERMITTED PRODUCTS

Code No.	Product	Appendix II	Percent crude	Neoprene	Buna N	Butyl	Special restrictions or provisions
1	Pneumatic tires:						
	Airplane tires	29	---	Y	0	0	Class 1 scrap for Code #1.
	Bicycle tires	24	---	Y	0	0	
	All other	24	---	Y	0	0	
2	Solid tires:						
	Airplane tires	29	---	X	0	0	Class 1 scrap for Code #2.
	Bogie, idler and support rollers	24	---	0	0	0	
	Pressed on	24	---	0	0	0	
	Cured on, 4 x 1½ and up	24	---	0	0	0	
3	Tire tubes:						
	Bicycle (including valves)	18	---	0	0	X	Latex for splicing purposes only.
	All other	34	---	0	0	---	
4	Tire tube valves and curing bags:						
	Tire tube valves (including repair valves)	33	---	0	X	X	Class 1 scrap for Code #5.
	Tire tube valve inside washers	17	---	X	X	X	
	Curing bags	26	---	0	0	0	
5	Tire retreading materials:						
6	Air bags, full circle, for retreading	30	---	0	X	X	Class 1 scrap.
	Other	30	---	0	0	0	
7	Tire and tube repair materials:						
	Air bags, special	23	---	0	0	X	Class 1 scrap.
	Bulk tire repair materials	23	---	0	0	0	Class 1 scrap except #1 and #2 light colored carcass and inner tubes.
	Tire patches and reliners	23	---	0	0	0	Class 1 scrap for Code #3.
8	Tube patches	23	---	0	0	0	Class 1 scrap for Code #8.
9	Belting	No	---	---	---	---	Belting must be manufactured in accordance with the following regulations, except V-belts to fill Government orders for military aircraft, aircraft engines, parts of watercraft, aircraft, Army or Navy contract specifically requires the use of different construction.
							Rubber belting utilizing a solid woven carcass construction may be used provided the construction uses no more cotyle rubber than is permitted in laminated belting of equivalent size and thickness.
							Constructions or combinations of fabric and other reinforcing material, such as cord or wire, are permitted provided total crude rubber does not exceed that which is used in an equivalent grade, fabric ply construction belt.
							Any brands or labels used shall be spaced at least ten feet apart, except that each belt may have at least one brand or label. When multiple cord belts are used, the crude rubber may be used provided that it does not exceed .025 lbs. per ply per inch of width.
							Color: Black unless otherwise indicated.
9A	Conveyor and elevator belting:						
	Conveyor and elevator belting, and transmission belting, except the following types	5	5	X	0	0	Neoprene permitted in belts for handling coal over 4" size in underground applications.
	Coal handling	5	5	X	X	0	
	Hot materials handling	5	5	X	X	0	
	Limestone and rock over 4"	5	5	X	X	0	
	Metal ore	5	5	X	X	0	
	Mill aprons	5	5	X	X	0	
	Oily material handling	5	5	X	X	0	
	Steel mill charging	5	5	X	X	0	
	Special molded belts	5	0	X	X	0	
	Elevator belt buckets and cleats	5	0	0	0	0	

Type of material	General permitted uses	Monthly consumption for experimental use without authorization
Scrap rubber:		
Class 1 (defined as ground tire peels; uncured tire cord friction scrap; vulcanized scrap tires and tire parts (except tire beads) and inner tubes; reworn or scrap tire buffings having a specific gravity of 1.13 or less; and clinging tread buffings and fuel cell scrap).	Class 1 scrap may be consumed only: Where specifically permitted in products listed below or of any other product to fill U. S. Army, Navy or Maritime Commission orders. Class 1 scrap process scrap which may be used in the manufacture of the product from which it was derived; in the compounding of reclaimed rubber provided no light colored reclaimed rubber is produced from any black reclaimed rubber. "Light colored crumb" means all-white zinc carcass (No. 1), and any light colored types such as white, pink, light gray, pure gum and light tan carcass (No. 2). Class 2 scrap No restrictions on use except under (a). Class 2 scrap and scorched compounds excluding fuel cell scrap, may be consumed only in the manufacture of products listed below.	No limit.
Class 2 (any scrap not included in Class 1 above).		200 lbs.; latices, 250 lbs.
Synthetic rubber:		
GR-S (all types)	In the manufacture of any product listed below or of any other product to fill U. S. Army, Navy or Maritime Commission orders.	200 lbs.; latices, 250 lbs.
Neoprene types, (GR-M, GN, CG, E, FR, FR-S, KNR, ILS, M, latex).	In the manufacture of products listed below for which neoprene is specifically permitted, subject to any applicable manufacturing regulations or restrictions, but only as authorized on Form WPB-3662.	200 lbs.
Buna N types (GR-A, Hycar, Perbunan, Butaprene, Chemigum).	In the manufacture of products listed below for which Buna N is specifically permitted, subject to any applicable manufacturing regulations or restrictions, but only as authorized on Form WPB-3662.	200 lbs.; dispersions, 250 lbs.
Butyl (GR-I, standard and class, dispersions).	In the manufacture of products listed below for which butyl is specifically permitted, subject to any applicable manufacturing regulations or restrictions, but only as authorized on Form WPB-3662.	No limit.
Thiokol types	In the manufacture of any product listed below or of any other product to fill U. S. Army, Navy or Maritime Commission orders.	200 lbs.
Polyisobutylene (Vistanex, synthetic tack, polybutene, Vistac).	As specifically authorized on Form WPB-3662	None.
Miscellaneous (Hycar OS, Styraloy, other).	As specifically authorized on Form WPB-3662	Do.
Chlorinated rubber (Parlon, Parlon A)	As specifically authorized on Form WPB-3662	

PERMITTED PRODUCTS FOR GOVERNMENT OR CIVILIAN ORDERS

NOTE: For general permitted uses, see above. In applying on Form WPB-3662 for those types of material which are subject to prior authorization, use this appendix in accordance with the instructions accompanying the form. Form WPB-3662 may not be used in applying for permission to consume any material for a purpose which is not permitted by Appendix I.

Monthly consumption of crude rubber, natural latex, neoprene, buna N and butyl will be permitted on the basis of uses shown in this appendix, *but only to the extent that material and manufacturing facilities are available after requirements for Army, Navy, Maritime Commission and other essential orders have been fulfilled.*

COLUMNS AND SYMBOLS

Appendix II column refers to applicable regulations in Appendix II by list number. The other columns show to what extent crude, natural latex, neoprene, buna N and butyl authorized on Form WPB-3662 may be used in the manufacture of particular products. The material columns are blank when applicable regulations in Appendix II or special restrictions limit the use of the material.

"O" indicates that the use of the material is prohibited, subject to any special restrictions or provisions applicable to the particular product. Any synthetic rubber may, however, be substituted for crude rubber when the use of crude is permitted.

"X" indicates that the material may be consumed in the minimum quantities required by a manufacturer who has received authorization to consume on Form WPB-3662, subject to any special restrictions or provisions applicable to the particular product.

Percentage figures indicate maximum percent of total volume of compound, unless otherwise specified.

"Y" Indicates that the material may be consumed in the minimum quantities required but only after the material has been specifically authorized for the particular product on Form WPB-3662. The end product and the quantity of material required must be separately stated in applying on the form. Limited quantities will be authorized after all other requirements have been fulfilled.

APPENDIX I—PERMITTED PRODUCTS—Continued

Code No.	Product	Appendix II	Percent crude	Neoprene	Buna N	Butyl	Special restrictions or provisions
9B	Miscellaneous belting and related products:						
	Belt splicing and repair material	----	5	----	0	0	Neoprene permitted for repair of belting made with neoprene.
	Chute lining	----	0	0	0	0	
	Conveyor skirting or skirtboard rubber	----	0	0	0	0	
	Cigar machine aprons	----	0	0	0	0	
	Concentrator belts	----	0	0	0	0	
	Escalator handrails	----	0	X	0	0	
	Hatters' belts	----	0	X	0	0	
	Hog beater belts	----	5	X	0	0	
	Last puller belts	----	0	0	0	0	
	Paper machine aprons	----	0	0	0	0	
	Postal cancellation feed belts	----	0	X	0	0	
	Rubber scrapers for conveyor belts	----	0	0	0	0	
	Screen diaphragms for paper-making equipment.	----	5	0	0	0	
	Street sweeper belts	----	5	0	0	0	
9C	Transmission belting:						
	Flat transmission belting	----	----	----	0	0	Crude or latex—0.07 lbs. maximum per 1,200 square inches per ply permitted. Neoprene permitted in cord and hard duck belts only except axle generator, farm and hammermill belts. Color of seaming stripe is optional.
	Round transmission belting	----	5	0	0	0	
9D	V-Belts	----	----	X	X	0	Crude or latex (9% maximum of total volume of the belt) permitted except belts for use on passenger cars, household equipment and trucks under 1½ tons in which case crude or latex must be limited to 1% maximum of total volume of the belt. Color: Black unless otherwise indicated.
10	Hose and tubing	No	----	----	----	----	
10A	Automotive and aircraft hose:						
	Air and vacuum brake hose, truck and bus.	----	0	X	X	0	
	Brake expander tubing	----	----	X	X	0	Crude permitted for Government orders only.
	Bullet sealing hose	----	0	----	X	0	Neoprene permitted in cover only.
	Carburetor air intake hose (for trucks over 1¼ tons and buses only).	----	0	X	X	0	
	Flame resistant hose	----	0	X	X	0	Specification 26597 only.
	Fuel and oil line hose	----	0	X	X	0	
	Fuel tank filler hose	----	0	X	X	0	
	Hydraulic brake hose	----	0	X	X	0	
	Oil and coolant aircraft hose	----	0	X	X	0	Following specifications only: 26577; AN-H-26; and AN-ZZ-H-450.
	Radiator and coolant hose	----	0	X	X	0	Specification AXS-1045, Type 3, only, for Government orders.
	Radiator hose	----	----	----	----	0	Crude permitted in cements only, Neoprene and Buna N permitted for buses, trucks over 1¼ tons, railroad gas-electric power units and Government watercraft.
	Vacuum gear shift hose	----	0	X	X	0	
10B	Cement hose:						
	Cement and material hose, dry and ice slinger.	----	5	X	0	0	
	Cement gun hose	----	5	----	0	0	Neoprene permitted in tube only.
	Cement handling, including grouting	----	5	X	0	0	
	Concrete placing	----	5	----	0	0	Neoprene permitted in tube only.
10C	Divers' hose:						
	Divers' hose	----	3	X	0	0	Specification 33H9 only; Neoprene and Buna N permitted in cover.
	Diving apparatus hose	----	0	----	----	0	Specification 33H14 only; Neoprene and Buna N permitted in cover.
	Submarine rescue chamber hose	----	0	----	----	0	
10D	Miscellaneous hose and tubing:						
	Acid conducting and acid suction hose	----	3	X	0	----	Butyl permitted for tube only.
	Air and air tool hose, industrial	----	1.5	X	X	0	
	Alcohol, brewers and beverage hose, tubing and suction hose.	----	3	X	0	0	Tube color: Optional.
	Arbor pipe forming hose	----	9	0	0	0	
	Chemical engine hose	----	----	0	0	0	Crude permitted in cements only.

APPENDIX I—PERMITTED PRODUCTS—Continued

Code No.	Product	Appendix II	Percent crude	Neoprene	Buna N	Butyl	Special restrictions or provisions
10D	Miscellaneous hose and tubing—Cont.						
	CO_2 Fire extinguisher hose	----	0	X	X	0	
	Creamery (sanitary) hose	----	1.5	----	----	0	Neoprene and Buna N permitted in cover only.
	Decontamination hose	----	0	0	X	0	
	Fire hose, cotton rubber lined	----	----	----	----	0	Neoprene or Buna N permitted in cover only for fire protection in chemical plants and oil refineries. Maximum crude permitted per 100 feet of hose: Nominal size (inches) Crude (lbs.) 1 1.0; 1¼ 1.3; 1½ 1.6; 2 2.2; 2½ 2.8; 3 3.0; 3½ 4.0
	Fire hose, wrapped duck	----	1.5	----	----	0	Neoprene or Buna N permitted in cover only for fire protection in chemical plants and oil refineries.
	Hose and tubing not elsewhere listed	----	0	0	0	0	
	Hydraulic control and industrial grease hose, high pressure.	----	5	X	X	0	
	Industrial mandrel made hose for hose masks as required by Bureau of Mines.	----	5	X	X	0	
	Jetting and hydraulic	----	3	X	X	0	
	Milk conveying and food handling hose	----	5	X	X	0	Tube color: Optional.
10D	Miscellaneous Hose and Tubing:						
	Oxygen (not welding) hose	----	----	----	----	0	Crude, neoprene and Buna N permitted for Government orders only.
	Phosphate flexible hose	----	5	0	0	0	
	Propane and butane hose	----	0	X	X	0	
	Rock wool insulation hose	----	----	X	X	0	Crude permitted in cements only.
	Rotary drilling hose	----	9	X	X	0	
	Sand blast hose	----	9	X	0	0	
	Smooth bore (electrically heated) hose	----	0	X	0	0	Specification 33H26 for Government orders only.
	Spray hose, agricultural:						
	High pressure	----	1.5	X	X	0	
	Low pressure	----	0	0	0	0	
	Spray hose, paint fluid line	----	0	----	0	0	Cover: Black or red. Neoprene permitted for cover only.
	Tender tank hose	----	3	0	0	0	
	Tubing	----	0	----	----	0	Neoprene and Buna N permitted for oil and solvent service only.
	Tubing to AMS Spec. 3202-3229 inclusive	----	0	X	X	0	Government orders only.
	Water hose, all sizes	----	----	0	0	0	Crude permitted in cements only.
	Welding hose	----	1.5	0	0	0	Cover: Black or red.
10E	Miscellaneous related products:						
	Expansion joints (normally used in rigid lines to absorb thrust on excessive motion or to isolate vibration and/or noise).	----	25	X	0	0	Tube: ¼" maximum on sizes 8" I. D. and under; 3/16" maximum on sizes over 8" I. D. Cover: ¼" maximum on all sizes.
	Flanged flexible pipe	----	5	0	0	0	
	Pinch valve	----	9	X	0	0	
	Shaft covering, flexible	----	----	X	X	0	Crude permitted in cements only.
	Tapered rubber nozzle (when built on end of hose).	----	5	----	----	0	Neoprene and Buna N permitted for creamery hose.
10F	Oil and gasoline hose:						
	Floater hose	----	0	X	X	0	Specification 33H18 for Government orders only.
	Fuel oil and gasoline hose including service station pump hose.	----	0	X	X	0	
	Oil suction and discharge:						
	Rough bore and chertak loom	----	0	X	X	0	
	Smooth bore	----	0	X	X	0	
	Tank car and tank truck hose	----	0	X	X	0	
10G	Railroad hose:						
	Air brake and train air signal hose	----	1.5	----	0	0	Neoprene permitted in cover only.
	Air, gas and oxygen hose	----	1.5	0	0	0	Cover: Black or red on welding hose only.
	Steam and hot water hose	----	3	0	0	0	
	Tender tank hose	----	3	0	0	0	
	Water hose, all sizes	----	----	0	0	0	Crude permitted in cements only.
10H	Steam hose	----	3	----	0	0	

APPENDIX I—PERMITTED PRODUCTS—Continued

Code No.	Product	Appendix II	Percent crude	Neoprene	Buna N	Butyl	Special restrictions or provisions
10I	Suction hose:						
	Dredging sleeves	----	5	0	0	0	
	Fire engine suction hose, hard	----	3	0	0	0	
	Fire engine suction hose, soft	----	----	0	0	0	3½" and over—4 lbs. crude per 100 feet.
	Hard rubber suction hose	----	----	0	0	0	Crude permitted in cements only.
	Rotary slush pump suction hose	----	3	0	0	0	
	Sand suction hose	----	9	----	0	0	Neoprene permitted in tube only.
	Water suction hose	----	3	0	0	0	
10J	Vacuum hose:						
	Blower or exhaust hose	----	9	0	0	0	
	Dust collector hose	----	5	0	0	0	
	Industrial vacuum hose	----	3	0	0	0	
11	Packing and gaskets	No	----	----	----	----	Color must be black unless otherwise indicated.
11A	Fabric inserted packing and gaskets, including	----	0	X	X	0	
	C. I. Sheet						
	Cut C. I. gaskets						
	Folded gaskets						
	Molded gaskets						
	Rolled gaskets						
	Fabric inserted rod or piston packing, including	----	0	X	X	0	
	Channel packing						
	Cups						
	Molded Packing						
	Rolled packing						
	Slab packing						
	U packings						
	V packings						
	Fabric inserted diaphragm sheet and cut diaphragms	----	0	X	X	0	
	Fabric inserted valves, valve discs and valve seats	----	0	X	X	0	
11B	Miscellaneous packing and gaskets:						
	All packings and gaskets not elsewhere listed.		0	0	0	0	
	Gaskets for quartz crystal holders	----	0	X	0	0	For Government orders only.
	V packings, U packings and cup packings.	----	0	X	X	0	
	Hatch and escape door closures for combat vehicles	----	0	X	0	0	
	Sealing gaskets for radio tubes	----	0	X	0	0	For Government orders only.
	Packings or gaskets manufactured to following specifications:						For Government orders only.
	33G7	----	0	X	X	0	
	33G16 (INT)	----	0	X	X	0	
	33P13 (INT)	----	----	----	----	0	5% Crude, 5% neoprene, or 5% Buna N based on weight of sheet. Neoprene and Buna N in excess of 5% permitted for resistance to any material which deteriorates GR-S.
	33R9 (INT)	----	0	X	0	0	
	26554-E	----	0	X	X	0	
	AN-HH-P-114b	----	0	X	X	0	
	AMS-3202-3229 inclusive	----	0	X	X	0	
	HH-G-156, Type I	----	0	X	0	0	
	HH-G-156, Type II, Class B	----	0	X	0	0	
	HH-P-61b, Type II	----	0	X	X	0	
	N-11a	----	0	X	X	0	
	OS-1290	----	0	X	X	0	
	OS-1442	----	0	X	0	0	
	33H1E (Class 1)	----	0	----	----	0	Neoprene for oil service only.
	OS2512	----	0	X	X	0	
	OS806	----	0	X	X	0	
	OS1300	----	0	X	X	0	
	OS1561 (Type S)	----	0	X	X	0	
	E15	----	0	----	----	0	Neoprene and Buna N for oil and aromatic service only.
	Valve and valve parts	----	0	X	X	0	
11C	Piston and rod packing:						
	Fabric inserted	----	0	X	X	0	
	Piston packing, hydraulic (formerly known as White Hydraulic).	----	0	0	0	0	

APPENDIX I—PERMITTED PRODUCTS—Continued

Code No.	Product	Appendix II	Percent crude	Neoprene	Buna N	Butyl	Special restrictions or provisions
11C	Piston and rod packing—Continued.						
	Rod packing, duck rubber slab construction (low pressure ring, low pressure spiral or cross expansion packing).	----	5	0	0	0	
	Rod packing, duck rubber rolled construction:						
	Friction process	----	5	0	0	0	
	Spreading process	----	----	0	0	0	1% Crude, based on weight of fabric.
	Rod packing, molded channel with metal core (semi-metallic):						
	Spreading process	----	----	0	0	0	1% Crude, based on weight of fabric.
	Rod packing, molded channel with cores other than metal	----	5	0	0	0	
	Rod packing, molded V-shape or lip	----	5	0	0	0	
11D	Rubberized Packing:						
	Bonded compressed asbestos sheet	----	----	----	----	0	5% Crude, 5% Neoprene, or 5% Buna N, based on weight of sheet. Buna N and Neoprene in excess of 5% permitted for resistance to any material which deteriorates GR-S. Color: Optional.
	Bonded metal foil	----	----	0	----	0	
	Bonded plastic packing	----	----	0	----	0	
	Specification 3232C	----	0	X	X	0	Government orders only.
	Packings made by rubberizing felt, paper, leather or other material not elsewhere listed.	----	----	----	----	0	5% Crude, 5% Neoprene or 5% Buna N, based on weight of sheet. Neoprene or Buna N in excess of 5% permitted for oil and solvent service only. Color: Optional.
	Rubberized woven asbestos cloth or braid including unmolded gaskets or rod packings prepared from same:						
	Metallic	----	3	0	0	0	Color: Optional.
	Non-metallic	----	3	0	0	0	
11E	Sealing compounds:						
	Sealing compounds for seaming bags and bagging.	----	0	0	0	0	
	Compounds designed for sealing cans made of tinplate, blackplate or terneplate.	----	0	----	----	0	Neoprene or Buna N permitted only when Buna S will not satisfactorily withstand contact with oils, fats and chemicals.
	Gaskets and compounds for sealing jars, tumblers, cans, drums and pails.	----	0	----	----	0	Neoprene or Buna N permitted only when Buna S will not satisfactorily withstand contact with oils, fats and chemicals.
	Rings and compounds for sealing glass containers.	----	0	0	0	0	
11F	Sheet packing:						
	Sheet, cut, extruded or molded strips, gaskets or packing of simple, round square or rectangular cross-section:						
	Hardness (shore) 40 and above	----	0	----	----	0	Neoprene or Buna N permitted for oil and solvent service only.
	Hardness (shore) below 40	----	0	X	X	0	
	Standard or soft sheet	----	----	0	0	0	5% Crude by volume may be used only with Thiokol A for oil resistant type. Standard sheet packing may be red or black.
12	Other mechanicals	----	----	----	----	----	Color: Black unless otherwise indicated.
12A	Aircraft equipment:						
	Airplane de-icer parts (except propeller hose).	----	X	X	X	0	Latex permitted.
	Defroster parts and hose	----	0	X	X	0	
	Door checks and bumpers	----	0	0	0	0	
	Grommets	----	0	X	X	0	
	Engine and instrument mountings	20	----	X	X	0	
	Aircraft equipment not elsewhere listed	----	0	X	X	0	
12B	Automotive and railroad equipment and suspension parts for track laying vehicles:						
	Air and vacuum brake parts excepting boots and linings.	----	0	X	X	0	
	Automotive and railroad parts not elsewhere listed.	----	0	----	----	0	For all original equipment. Automotive replacement parts for Government orders only. Neoprene and Buna N permitted for oil and solvent service only.
	Battery drain tubes	----	0	0	0	0	
	Brake boots	----	0	X	X	0	
	Channel rubber	----	0	0	0	0	
	Clutch facings, brake lining and brake blocks.	----	0	Y	0	0	

APPENDIX I—PERMITTED PRODUCTS—Continued

Code No.	Product	Appendix II	Percent crude	Neoprene	Buna N	Butyl	Special restrictions or provisions
12B	Automotive and railroad equipment and suspension parts for track laying vehicles—Continued						
	Engine transmission and propeller center bearing mountings	20	----	X	X	0	
	Fan bases and blades	----	0	X	0	0	For combat vehicles only.
	Grommets	----	0	----	----	0	Neoprene and Buna N permitted for oil and solvent service only.
	Grommets for dry batteries	----	0	X	0	0	Government orders only.
	Gudgeon bushings for tractor, 18 ton, M4, Part No. B282690	----	X	0	0	0	
	Gudgeon bushings for tractor, 38 ton, M6, Part No. C136609	----	X	0	0	0	
	Gudgeon bushings for medium tanks with Horizontal Volute Suspension, Part No. C135847	----	X	0	0	0	
	Hydraulic brake cylinder parts except-ing boots and linings	----	X	X	X	0	
	Hydraulic clutch and throttle controls	----	0	0	0	0	
	Insulating forms or shapes for high tension wiring	----	0	0	0	0	
	Packing rings for sleeve assemblies (farm tractors only)	----	0	X	X	0	
	Pitman arm bushings for independent suspensions	----	0	X	X	0	
	Radiator test plugs	----	0	0	0	0	
	Recoil pad for tractor, 13 ton, M5, Part No. B380454	----	X	0	0	0	
	Remote control gearshift bushings	----	0	0	0	0	
	Sealed beam gaskets	----	0	X	X	X	
	Shock absorber bushings	----	0	X	X	0	
	Shock and instruments mount	20	----	X	X	0	
	Shock absorber bushings for light tank, T24, Part No. B327569	----	----	X	0	0	Maximum crude 8%.
	Shock absorber bushings for medium tanks with Horizontal Volute Suspension, Part No. A7055625	----	X	0	0	0	
	Spring seat bushings for tractor, 18 ton, M4, Part No. A328588	----	X	0	0	0	
	Spring seat bushings for tractor, 38 ton, M6, Part No. A328528	----	X	0	0	0	
	Spring bumpers, front and rear	----	0	X	X	X	
	Steering-box-to-frame pads for independent suspensions	----	0	0	0	0	
	Steering post alignment bushings	----	0	0	0	0	
	Steering wheels	----	0	0	0	0	
	Suspension and torque arm bushings	----	0	X	X	0	
	Tailpipe supports	20	----	X	X	0	
	Torsional vibration dampers	20	----	X	X	0	
	Vibration insulators and absorbers	----	0	X	X	0	
	Water pump seals	----	0	X	X	0	
	Windshield wiper blades and pivot-to-housing gaskets	----	0	0	0	0	
12C	Electrical products equipment:						
	Antenna base	----	0	X	0	0	Government orders only.
	Cabe connectors	----	0	X	X	0	
	Cord protectors	----	0	0	0	0	
	Electric base plugs, plug connectors and light sockets	----	0	0	0	0	
	Electroplating racks	----	0	X	0	0	
	Electroplating automatic machine perforated steel base baskets	----	0	0	0	0	
	Extension lamp handles and guards	----	0	----	----	0	Neoprene and Buna N permitted for oil and solvent service only.
	Floortile, base and tiling for wainscoting (for conductive purposes only)	----	0	0	0	0	For Government orders only.
	Handle grips, for dielectric purposes only	----	0	0	0	0	
	Lineman's protective devices including only:						
	Blankets	----	21	0	0	0	
	Cable bandage	----	95	0	0	0	
	Cable and test caps and separators	----	48	0	0	0	
	Insulator hoods	----	21	0	0	0	
12C	Electrical products equipment—Con.						
	Lineman's protective, etc.—Continued.						
	Insulating stools	----	0	0	0	0	
	Line hose	----	21	0	0	0	
	Lineman's sleeves	----	95	0	0	0	
	Mats and matting	----	0	0	0	0	Conductive and switchboards with exposed switches only.
12D	Hard rubber products:						
	Baskets (etching), beakers, buckets, dippers, frames, funnels, measure, pails, racks and trays	----	----	0	0	0	For handling explosives and corrosive chemicals. Crude, 10% maximum by volume of compound permitted in handmade products only.
	Bleaching rods	----	0	0	0	0	
	Bottles	----	0	0	0	0	
	Cellular rubber	----	0	----	----	0	Neoprene and Buna N permitted for Government orders only.
	Component hard rubber parts of machinery for manufacture of rayon, explosives and corrosive chemicals	----	----	0	0	0	Crude, 10% maximum by volume of compound permitted in handmade products only.
	Dyesticks	----	0	0	0	0	
	Filters	----	0	0	0	0	For corrosive chemical service only.
	Hard rubber latex covering for:						
	Agitators, baskets, buckets, concave rollers, dippers, drums, fans, frames, fume ducts, funnels, measures, pumps, pipe and fittings, racks, screens, trays and valves and valve parts only	----	0	0	0	0	
	Hard rubber insulated tools	----	0	0	0	0	
	Hooks	----	0	0	0	0	For corrosive chemical service only.
	Magneto parts	----	0	0	X	0	
	Mine safety battery parts	----	0	0	0	0	
	Mine safety lamp parts (except insulated wire)	----	0	0	0	0	
	Pipe and fittings	----	0	0	0	0	For industrial use only.
	Pumps	----	0	0	0	0	
	Pump lining	----	0	0	0	0	
	Pistons	----	0	0	0	0	
	Potentiometer cards	----	0	X	0	0	Government orders only.
	Sheet, rod and tubing	----	0	0	0	0	For industrial use and fountain pen parts only.
	Sheet for baffle discs	----	0	0	0	0	
	Spatulas	----	0	0	0	0	For handling explosives and corrosive materials.
	Storage battery parts, including only:						
	Binding strips	----	0	0	0	0	
	Hand built jars, except automotive SLI types, farm-light, mine safety and radio	----	10	0	0	0	
	Hand built monoblocs, except automotive SLI types, farm-light, mine safety and radio	----	10	0	0	0	
	Microporous separators:						
	From latex	----	85	0	0	0	
	From crude rubber	----	70	0	X	0	
	Molded single cell jars and molded monoblocs, except automotive SLI-SAE Groups 1, 2 and 3	----	0	0	0	0	
	Molded rubber:						
	Boots, bridges, covers, discs and sleeves, filler caps, insulators, moss shields, plate supports, post sealing nuts, protectors, spacers splash covers, vents, wedges	----	0	0	0	0	
	Molded terminal blocks	----	0	0	0	0	
	Separators, perforated sheet or molded retainers, support and tie rods	----	0	0	0	0	
	Submarine battery jars	----	43	0	0	0	
	Submarine battery vents and parts (handmade only)	----	30	0	0	0	
	Tubular retainers	----	60	0	0	0	
	Valves and valve parts	----	0	0	X	0	
	Water meter parts	----	0	0	0	0	
	X-Ray and photographic tanks	----	0	0	0	0	

APPENDIX I—PERMITTED PRODUCTS—Continued

Code No.	Product	Appendix II	Percent crude	Neoprene	Buna N	Butyl	Special restrictions or provisions
12D	Hard rubber products—Continued						
	X-Ray and photographic tanks (handmade only):						
	⅛" wall and over	----	----	0	0	0	Crude—10% maximum by volume of compound permitted for Government orders only.
	Under ⅛" wall	----	----	0	0	0	Crude—20% maximum by volume of compound permitted for Government orders only.
12E	Industrial equipment:						
	Bandsaw tires	----	0	0	0	0	
	Casters and molded wheels	----	0	----	----	0	Neoprene and Buna N permitted for oil and heat service only.
	Component parts (not elsewhere listed) of machinery for the processing and fabrication of raw and semi-finished materials and for the transmission of mechanical power	----	0	X	X	0	
	Grommets	----	0	----	----	0	Neoprene and Buna N permitted for heat, oil and solvent service only.
	Hose nozzles (industrial)	----	0	----	----	0	Neoprene and Buna N permitted for oil and solvent services only.
	Industrial abrasive implements	----	0	X	X	0	
	Industrial brake linings, brake blocks and clutch facings	----	0	Y	0	0	
	Parts for explosives industry, including only:						
	Buckets and pails, buggy covers, gutter linings and tubing	----	0	X	0	0	
	Press die pads	----	----	----	----	----	For the manufacture of forming pads to shape metals. Colored stripes to identify hardness only.
	Pads under 4" in thickness	----	0	X	0	0	
	Pads 4" or more in thickness:						
	Under 40 shore hardness	----	53	X	0	0	
	40 and over shore hardness	----	44	X	0	0	
12F	Miscellaneous mechanical goods:						
	Brush setting compounds	----	0	X	0	0	
	Dam and lock gate seals	----	0	0	0	0	
	Door shoes and treadles for subways, trolleys and buses	----	0	0	0	0	
	Filter cloth	----	0	0	0	0	
	Flexible couplings (molded)	----	0	X	0	0	
	Gas main bags	----	0	X	0	0	
	Gaskets and washers for hose	----	0	----	----	0	Neoprene and Buna N permitted for oil and solvent service only.
	Harvesting machinery (all types of mechanical rubber products)	----	0	----	----	0	Neoprene and Buna N permitted for oil and sunlight service only.
	Hat forming bags and parts	----	0	X	X	0	
	Horseshoe pads, heels and calks	----	0	0	0	0	
	Labels	----	0	0	0	0	Must be physically incorporated in a rubber product.
	Mallets and mallet heads	----	0	0	0	0	
	Milk and milking equipment, including:	----	0	X	X	0	
	Bottle filler rubbers	----					
	Bowl rings	----					
	Gaskets, washers and couplings	----					
	Gland rings	----					
	Milking inflations	----					
	Milking tubing	----					
	Tents for calf feeder pails	----					
	Molded diaphragms	----	5	X	X	0	
	Molding or forming bags and pads	----	0	X	X	X	For plywood, safety glass and plastics forming.
	Parts for business machines	----	0	X	X	0	Covers, keys and silencers prohibited.
	Parts for refrigerators, washing machines and motor driven electric appliances	----	----	0	0	0	
	Pipe coupling rings designed for couplings, mechanical joints and bell joint clamps and for rings, bands, plugs, gaskets, etc. for repair of air, gas, gasoline, water and oil pipelines	----	0	----	----	0	Neoprene and Buna N permitted for gas, gasoline, and oil pipelines. Neoprene also permitted where flame resistance is required.
12F	Miscellaneous mechanical goods—Con.						
	Radiator test plugs	----	0	0	0	0	
	Sand blasting stencils	----	0	0	0	0	
	Squeegees	----	0	0	0	0	
	Streetcar wheel sandwich rings	----	----	X	X	0	Crude not exceeding 1/32" in thickness permitted in bonding cements or tie gums only.
	Table tops, stair and step treads	----	0	0	0	0	For conductive purposes only.
	Trolley wire guards	----	0	0	0	0	
	Vacuum bottle parts	----	0	0	0	0	
	Vacuum cleaner belts	----	0	X	0	0	
	Vibration dampeners	20	----	X	X	0	
	Water lubricated bearings	----	0	X	X	0	
12G	Oil well supplies:						
	Oil well specialties including only:						
	Blowout preventors	----	0	X	X	0	
	Drill pipe protectors	----	0	X	X	0	
	Lining bumper and swab rubbers	----	0	X	X	0	
	Packers	----	0	X	X	0	
	Stabilizers	----	0	X	X	0	
	Slush pump pistons and liners for fluid packed pumps	----	X	X	X	0	
	Strippers	----	X	X	X	0	
	Stuffing box rings	----	0	X	X	0	
	Testing	----	0	X	X	0	
	Valves and parts	----	X	X	X	0	
	Valve cups	----	X	X	X	0	
	Valve discs	----	5	X	X	0	
12H	Plumbing supplies:						
	Plumbing products including only:						
	Ball cock washers	----	0	X	X	0	
	Bibb washers, including mixing valve washers	----	0	X	X	0	
	Fuller balls	----	0	0	0	0	
	Tank balls designed for flush valves	----	0	0	0	0	
	Basin and sink gaskets and washers	----	0	0	0	0	
	Cup washers	----	0	0	0	0	
	Float valve shank washers	----	0	0	0	0	
	Force cups	----	0	0	0	0	
	Flush elbows	----	0	0	0	0	
	Flush valve washers	----	0	0	0	0	
	Gaskets for coupling close coupled closets	----	0	0	0	0	
	Gaskets and valves designed for back flow preventors	----	0	0	0	0	
	Siphon washers	----	0	0	0	0	
	Slip joint washers	----	0	0	0	0	
	Spud washers	----	0	0	0	0	
	Union washers	----	0	0	0	0	
	Water closet outlet gasket	----	0	0	0	0	
	Waste and overflow washers	----	0	0	0	0	
12I	Printing rubber products						Crude rubber, latex or Neoprene permitted as adhesives for mounting purposes and for adhesion to metal provided adhesive does not exceed 5% of total volume used. Color of printing rubber products: Optional.
	Adhesive fabric: Friction	----	0	X	X	0	Crude rubber—75% maximum permitted until August 1, 1944.
	Bank note drill	----	0	X	X	0	
	Box die gum (excluding rubber stamps, band daters and toy stamps)	----	●	X	X	0	
	Cutting rubber	----	0	X	X	0	
	Engraving, rubber face and filler stocks (excluding rubber stamps, band daters and toy stamps)	----	0	X	X	0	
	Engraving rubber friction	----	9	X	X	0	
	Newspaper blankets	----	0	X	X	0	
	Offset blankets	----	0	X	X	0	
	Printing plate adhesion fabric	----	0	X	X	0	
	Printing plate (excluding rubber stamps, band daters and toy stamps)	----	0	X	X	0	
	Printing plate insert and backing fabric	----	●	X	X	0	

APPENDIX I—PERMITTED PRODUCTS—Continued

Code No.	Product	Appendix II	Percent crude	Neoprene	Buna N	Butyl	Special restrictions or provisions
12J	Printing rubber products—Continued						
	Printing rolls, including:						
	Covered composition	----	0	X	X	0	
	Duplicating	----	0	0	0	0	
	Gravure and impression	----	0	X	X	0	
	Hectograph	----	0	0	0	0	
	Mimeograph and similar reproducing equipment.	----	0	0	0	0	
	Rolls to be coated with composition having shore hardness less than 20.	----	20	X	X	0	
	All others	----	0	X	X	0	
	Rubber solution for wet plate negative	----	X	0	0	0	
	Sponge for stamp gum cushion	----	0	0	0	0	
	Stamp gum	----	0	0	0	0	
	Suction cups for printer's equipment	----	0	X	X	0	
12J	Rolls and rollers:						
	Rubber covered rolls and roll coverings (except domestic washing machine wringer, fingerprint, business machine and printers).						Color: Optional.
	Suction press	----	80	X	X	0	¾" maximum thickness.
	All others	----	8	X	X	0	
	Business machine rolls	----	0	0	0	0	
	Domestic washing machine wringer rolls	----	0	0	0	0	Color: Optional.
	Fingerprint rolls	----	0	0	0	0	
12K	Rubber protected or lined equipment:						
	Pails (munitions handling)	----	0	X	X	0	
	Rubber lining (hard or soft) for:						Crude or latex, but not both. Individual applications of the following types may exceed the maximum specified: (1) repair of existing crude or latex linings; (2) where sharp corners or angles require; (3) for tie gum where vacuum is present; (4) for not more than 1/16" coating or ply over GR-S lining to arrest hydrochloric, hydrofluoric and phosphoric acids; provided total crude or latex consumption by any consumer in any calendar quarter does not exceed the maximum specified.
	Battery compartments	----	0	X	0	0	For submarines and aircraft only.
	Drums and tanks	----	10	X	0	X	
	Pipes and fittings	----	10	X	0	X	
	Tank cars and barge tanks (Spec. ICC-103BW. 103B and AAR-203).	----	35	X	0	X	
	Tumbling barrels (where oil is encountered).	----	0	X	X	0	
	Rubber protected industrial equipment for handling corrosive material and explosives.	----	10	X	X	0	Crude or latex, but not both.
	Rubber coverings for: Agitators, blowers, exhausters, pumps, pump lining, valves and valve parts (except tire tube valves) only.	----	10	X	0	0	Do.
	Rubber lining for centrifugal pumps designed to handle:						
	Ore concentrates	----	10	X	0	0	Crude or latex, but not both.
	Sand and other highly abrasive materials in suspension.						
	Slurry						
12L	Textile machinery parts:						
	Card clothing	----	9	X	X	0	
	Loom harness	----	0	0	0	0	
	Loom pickers, washers and grommets	----	0	X	X	0	
	Long draft, comb, rub and gill box aprons.	----	0	X	X	0	
	Lug straps, bumper ends and holdups	----	0	0	0	0	
	Poteyes	----	0	0	0	0	
	Rolls and roll covers	----	0	X	X	0	
	Textile printing blankets	----	0	X	0	0	
	Winder friction rings or tires	----	0	X	X	0	

APPENDIX I—PERMITTED PRODUCTS—Continued

Code No.	Product	Appendix II	Percent crude	Neoprene	Buna N	Butyl	Special restrictions or provisions
13	Wire and cable	----	----	----	----	----	Neoprene permitted for colored insulation for radio, radar and communications wire and cable when the insulation is .025 inches or less and for black conducting insulation.
13A	Insulation compounds:						
	Compounds for insulating wire and cable including the following:	27	----	X	0	0	Neoprene permitted for jackets only in types listed in Code 13A to fill Government orders, unless otherwise indicated.
	5 Pair cable U. S. Signal Corps 71-983.						
	10 Pair cable U. S. Signal Corps 71-983.						
	10 and 20 Conductor No. 8 AWG Cable oil resisting.						
	Spiral 4 cable U. S. Signal Corps 71-1501.						
	Fire control cable U. S. Ordnance Dept. FXS-692.						
	Tank ignition cable U. S. Ordnance Dept. AXS-1084.						
	Navy oil resistant types:						
	SCOP-U. S. Navy Bureau of Ships 15C1 (INT).						
	DCOP-U. S. Navy Bureau of Ships 15C1 (INT).						
	TCOP-U. S. Navy Bureau of Ships 15C1 (INT).						
	FCOP-U. S. Navy Bureau of Ships 15C1 (INT).						
	MCOP-U. S. Navy Bureau of Ships 15C1 (INT).						
	TTOP-U. S. Navy Bureau of Ships 15C1 (INT).						
	MCOS-U. S. Navy Bureau of Ships 15C1 (INT).						
	Navy Welding:						
	TRF-U. S. Navy Bureau of Ships 15C1 (INT).						
	TRXF-U.S. Navy Bureau of Ships 15C1 (INT).						
	Underwater Navy Ordnance cables OS-718 (Modified).						
	Navy fire control and power drive cables-Navy Ordnance per Specifications of Sperry Corp., Arma Corp., General Electric Co., Western Electric Co., York Safe and Lock Company.						
	High voltage pulse able JAN-C-17 or manufacturer's equivalent.						
	RG-41/U Radio frequency cable JAN-C-17.						
	Aircraft Fire control-Bureau of Ordnance O. S. 1397A.						
	Aircraft wire-Army Navy Joint Committee AN-J-C-48.						
	Aircraft high tension ignition: Cables—Army-Navy Joint Committee AN-J-C-56.						
	U. S. Army Air Corps 32427.						
	Commercial Airlines.						
	Deperming cable-Bureau of Ordnance.						
	Divers' life line cable—Bureau of Ships.						
	Locomotive, mining machine, and other mine cables.						Neoprene permitted for jackets only to fill Government or civilian orders.
	Cords and cable for use in contact with oil and gasoline.	----	0	Y	Y	0	Neoprene permitted for jackets only to fill Government or civilian orders.
	High tension portable power cables (2500 volts and over between phases).	----	0	X	0	0	Neoprene permitted for jackets only to fill Government or civilian orders.
	Detonating cable insulation	----	0	X	X	0	For insulation on Government orders only.
	#6 Auxiliary power equipment wire for jeeps U. S. Army Ordnance Specification 90-10.	----	0	X	0	0	For insulation on Government orders only.
	Steering column wire U. S. Army Ordnance Specification 90-10.	----	0	X	0	0	For insulation on Government orders only.

APPENDIX I—PERMITTED PRODUCTS—Continued

Code No.	Product	Appendix II	Percent crude	Neoprene	Buna N	Butyl	Special restrictions or provisions
13B	Insulation materials:						
	Plioflim	----	X	0	0	0	For insulation on Government orders only.
	Pliolite	----	X	0	0	0	For insulation on Government orders only.
13C	Tapes:						
	Cable tape	27	----	0	0	0	
	Compounds for rubber insulating tape	----	0	0	0	0	Up to 3.5 lbs. crude permitted per 27,000 sq. inches of tape, until August 1, 1944, except as otherwise provided in Liat 27, Appendix II.
	D. R. Tape	----	0	X	0	X	
	Friction tape	----	0	0	0	0	
14	Rubber footwear	21	----	----	0	0	Neoprene permitted for fabrication cements and for footwear intended for oil, grease, fats and chemical use.
15	Heels, soles and other materials used in the manufacture and repair of shoes:	----	----	----	----	----	On all sub-divisions of Code 15: Class #1 scrap permitted except #1 and #2 light carcass and inner tube. Color: Black only.
15A	Heels:						
	Conductive heels	----	0	X	X	0	
	Heels and heel bases	----	0	0	0	0	
	Oil resistant heels	----	0	X	X	0	
15B	Soles:						Color: Black only.
	Conductive soles and taps	----	0	X	X	0	
	Outsoles, midsoles, taps and toplifts, cut or molded.	----	0	0	0	0	
	Oil resistant outsoles and taps	----	0	X	X	0	
	Sheet outsoling, sheet midsoling and toplifting sheets, cut or molded.	----	0	0	0	0	
15C	Inner shoe cushions and inner shoe pads	----	0	0	0	0	
15D	Orthopedic appliances	----	0	X	0	0	
15E	Impregnated insoles, impregnated outsoles, impregnated midsoles, impregnated box toes and impregnated welting.	----	0	X	0	0	Impregnated outsoles—Color: Black only.
15F	Materials used in the manufacture of shoes and incorporated therein for the operations of combining, coating, finishing, laminating, impregnating and proofing.	----	0	X	0	0	Outsoles—Color: Black only.
15G	Shoe tapes	----	0	X	0	0	
16	Cements:						Class 1 scrap permitted.
	Cements for the manufacture of shoes	----	0	X	X	0	Neoprene and Buna N permitted for all operations.
	Shoe repair cements	----	----	X	X	0	Crude rubber and natural latex may be consumed only to fill direct U. S. Army or Navy orders for use by Army or Navy shoe repair units.
	Cements, all purpose	----	0	0	0	0	For manufacture, application or repair of any product, except the use of cement is prohibited for molding, dipping, calendering, spreading, or extruding, to manufacture products not listed in Appendix I.
	Cements, special purposes not elsewhere provided for.	----	----	----	----	----	Neoprene, Buna N and Butyl may be used in any amount to fill Army, Navy and Maritime Commission orders only. Neoprene not to exceed 10% of the total weight of the rubber compound may be used for seaming or any other assembling operation in manufacture of products listed in Appendix I. Crude rubber may be used for Government orders to Spec. AN-C-54 and 52-C-9.
17	Proofing, combining and coating of fabric:						
	Compounds for:						
	Abandon ship kits	----	0	X	0	0	Government orders only.
	B. G. bags	----	0	X	0	0	"
	Clothing	----	0	0	0	X	"
	Delousing bags	----	0	X	0	0	"
	Diving equipment	----	X	X	0	0	"
	Flotation equipment:						"
	Parasraft	----	X	X	0	0	"
	All other airborne rafts	----	40	X	0	0	"
	Airborne life vests and belts	----	X	X	0	0	"
	All other life belts, vests and jackets	----	0	X	0	0	"

APPENDIX I—PERMITTED PRODUCTS—Continued

Code No.	Product	Appendix II	Percent crude	Neoprene	Buna N	Butyl	Special restrictions or provisions
17	Proofing, combining and coating of fabric—Continued.						
	Compounds for—Continued.						
	Lighter than air equipment	----	0	X	0	0	Government orders only.
	Other purposes not listed above	----	0	0	0	0	
	Industrial, occupational protective clothing (other than footwear and gloves) limited to: aprons, leggings, sleeves, pants, coats, jackets, hats, fireman's and policeman's clothing, sand blasting helmets, body belts and safety straps.	----	0	----	0	0	Neoprene permitted for seaming.
	Gauntlets and gulfings	----	0	0	0	0	
	Photographic fabrics:						
	Bellows material	----	0	X	0	0	
	Focusing cloth	----	0	0	0	0	
	Picture screens	----	0	0	0	0	
	Shutter material	----	0	0	0	0	
	Automobile topping	----	0	0	0	0	
	Baby carriage canopies and body trim	----	0	0	0	0	
	Life saving suits (overboard)	----	0	X	0	0	
18	Drug sundries, medical, surgical, dental	----	----	----	----	----	Where crude is permitted for a product latex may be substituted, unless otherwise indicated.
18A	Adhesive products	----	0	0	0	0	
	Bunion pads.						
	Bunion plasters.						
	Corn plasters.						
	Medicated foot pads and plasters.						
	Surgical adhesive tape.						
18B	Bulbs:						
	Breast pumps	----	0	X	0	0	
	Bulbs including parts (medical, surgical, dental, veterinary, mortuary and laboratory types only).	----	0	X	0	0	
	Medicine droppers	----	0	X	X	0	
18C	Dental products:						
	Dental dam	----	98	X	0	0	
	Dental plaster bowls	----	0	0	0	0	
	Dental polishing tips	----	98	X	0	0	Professional use only.
	Dental separating strips and mouth props.	----	0	X	0	0	
	Denture rubber:						
	Pink color	----	65	0	0	0	
	All other colors	----	50	0	0	0	
	Denture suctions and model formers	----	0	X	0	0	
	Orthodontia bands	----	98	X	0	0	
18D	Flat goods:						
	Fountain syringe bags	----	----	X	0	0	Crude or latex permitted for seaming and closing.
	Ice bags	----	----	----	0	0	Crude or latex permitted for seaming and closing. Neoprene permitted in cloth inserted types (except "English" style) and in neck bands only.
	Invalid rings	----	----	X	0	0	Crude or latex permitted for seaming and closing.
	Operating cushions	----	----	----	0	0	Neoprene permitted in cloth inserted types only. Crude or latex for seaming and closing.
	Water bottles and combination syringes.	----	----	----	0	0	Crude or latex for seaming and closing. Neoprene permitted in cloth inserted types only.
18E	Gloves and cots:						
	Finger cots, industrial and agricultural	----	0	X	X	0	
	Finger cots (medical, surgical, dental, veterinary, mortuary and laboratory types only)	----	98	X	0	0	
	Gloves:						
	Electricians'	----	98	X	0	0	
	Surgeons'	----	98	X	0	0	Government Fed. Spec. ZZ-G-421A. Limited to Surgeons' use (See restrictions Appendix III).

APPENDIX I—PERMITTED PRODUCTS—Continued

Code No.	Product	Appendix II	Percent crude	Neoprene	Buna N	Butyl	Special restrictions or provisions
18E	Gloves and cots—Continued						
	Gloves:						
	Other, including all-rubber, net-lined, mortuary and autopsy and rubberized fabric.	----	----	X	X	0	For professional, industrial, commercial, educational, laboratory use only (See Appendix III for restrictions). Crude or latex permitted only for seaming net-lined gloves.
18F	Infant goods:						
	Baby pants	----	0	0	0	0	
	Breast shields, nursing	----	98	X	0	0	
	Crib sheets	----	0	0	0	0	
	Diaper covers	----	0	0	0	0	
	Feeding bottle caps and covers	----	0	0	0	0	
	Feeding nipples (including lambs)	28	----	X	0	0	
	Pacifiers	----	0	0	0	0	
	Teethers and teething rings	----	0	0	0	0	
18G	Miscellaneous sundries:						
	Acoustic aids designed for individual hearing instruments and audiometers.	----	0	X	0	0	
	Blood pressure bags except tubing	----	75	X	0	0	
	Brain surgery caps	----	0	X	0	0	
	Breast forms	----	0	0	0	0	
	Catheters	----	0	X	0	0	Latex (98% maximum by volume) permitted.
	Colostomy outfits, molded and dipped	----	0	X	0	0	
	Colostomy outfits, hand made	----	98	X	0	0	
	Conductive rubber (for medical and surgical uses).	----	0	X	0	0	
	Crutch pads	----	0	0	0	0	
	Crutch tips	----	0	0	0	0	
	Diathermy pad electrodes	----	0	X	0	0	
	Dilators	----	98	X	0	0	
	Ear stoppers	----	0	0	0	0	
	Hard rubber pipes, connections and accessories (medical, surgical, dental, veterinary and mortuary types only).	----	0	0	0	0	
	Inhalation bags and face pieces not including oxygen tents and tubing (medical, dental, surgical and veterinary types only).	----	98	X	0	0	
	Lead-impregnated X-Ray sheets, lead-impregnated gloves, lead-impregnated aprons and cooling hose.	----	0	X	0	0	
	Parts for medical, surgical, dental, veterinary and mortuary instruments.	----	98	0	0	0	
	Prostatic bags	----	98	X	0	0	
	Prosthetic devices	----	98	X	0	0	
	Rubber bands and cushions designed for artificial limbs.	----	98	X	0	0	
	Self-adhering gauze bandage	----	0	0	0	0	
	Stoppers (laboratory types only)	----	0	X	0	0	
	Stoppers (medical, surgical, dental, veterinary and mortuary types only).	----	98	X	0	0	
	Tourniquets	----	98	X	0	0	
	Truss pads, pneumatic	----	0	X	0	0	
	Truss pads and covers	----	0	X	0	0	
	Urinals	----	98	X	0	0	
	Vaccine caps	----	98	X	0	0	
	Veterinary sleeves	----	98	X	0	0	
18H	Pessaries and prophylactics:						
	Pessaries	----	0	X	0	X	Crude or latex permitted (98% maximum by volume) until Sept. 1, 1944.
	Prophylactics	----	98	X	0	X	
18I	Sheet goods:						
	Bandage gum (surgical and medical only).	----	75	X	0	0	
	Hospital sheeting	----	0	Y	0	0	
	Oxygen tent canopies	----	0	X	0	0	
18J	Tubing:						
	Fountain syringe tubing lengths	----	0	0	0	0	
	Tubes and tubing for surgical purposes only limited to multiple lumen tubes, plasma and surgical tubing.	----	98	X	0	0	

APPENDIX I—PERMITTED PRODUCTS—Continued

Code No.	Product	Appendix II	Percent crude	Neoprene	Buna N	Butyl	Special restrictions or provisions
18J	Tubing—Continued						
	Tubes and tubing (medical, surgical, dental, veterinary and mortuary types only).	----	0	X	0	0	
21	Bullet sealing fuel cells	----	X	X	X	0	
22	Miscellaneous:						
22A	Athletic equipment:						
	Athletic equipment consisting of the following only:	----	0	0	0	0	Class 1 scrap permitted.
	Baseball centers.						
	Boxers teeth protectors.						
	Cleats for athletic shoes.						
	Hand balls.						
	Home plates and pitchers plates.						
	Ice hockey pucks.						
	LaCrosse balls.						
	Recoil gun pads.						
	Squash balls.						
	Tennis balls.						
	Bladders, valves, covers, centers, impregnated yarns, coating and combining materials for the following only:	----	0	X	0	0	Class 1 scrap permitted.
	Baseballs.						
	Basketballs.						
	Cage balls.						
	Footballs.						
	Punching bags.						
	Pushballs.						
	Soccer balls.						
	Soft balls.						
	Volley balls.						
	Water polo balls.						
22B	Balloons:						
	Antenna balloons	----	0	X	0	0	
	Meteorological balloons	----	0	X	0	0	
22C	Cushioning and pads:						
	Crash pads and helmet linings	----	0	X	0	0	
	Cushioning for cameras, radar, radio, fire and flight control mechanisms.	20	----	X	X	0	
	Deck helmet cushioning	----	0	X	0	0	
	Ear cushions	----	0	X	0	0	Neoprene permitted for Government orders only.
	Eye buffers and shields	----	0	X	0	0	Neoprene permitted for Government orders only.
	Goggle frames and goggle face pads	----	0	X	0	0	Idustrial types only for civilian orders.
	Gunsight slot and vision slot pads	----	0	X	X	0	
	Gunwale guards	----	0	X	0	0	Neoprene permitted for Government orders only.
	Mine mechanism cushioning	----	0	X	0	0	
	Mattresses and cushions—sponge	----	0	----	0	0	Neoprene permitted for aircraft and submarine use only.
	Seat pads for combat vehicles	----	0	X	0	0	Neoprene for impregnating only.
22D	Masks and respirators:						
	Component parts for gas masks, not listed below.	----	0	X	0	0	
	Component parts for mine and industrial safety masks, not listed below.	----	0	0	0	0	
	Dust respirators	----	0	0	0	0	
	Face pieces for shallow water diving equipment.	----	0	X	0	0	
	Fluiter valves and diaphragms	----	90	0	0	0	
	Goggles	----	0	X	0	0	
	Inhalators	----	0	0	0	0	
	Lung bags	----	90	0	0	0	
	Parts for oxygen masks and breathing apparatus for high altitude service.	----	90	0	0	0	
22E	Miscellaneous products:						
	Bulbs, including parts	----	0	X	0	0	For medical and surgical bulbs, see Code 18B.
	Covering for crab trap frames	----	0	0	0	0	Synthetic inner tube scrap permitted.
	Fish lures	----	0	0	0	0	
	Parts other than cushioning for flight, radio, radar and fire control instruments.	20	----	X	0	0	

APPENDIX I—PERMITTED PRODUCTS—Continued

Code No.	Product	Appendix II	Percent crude	Neoprene	Buna N	Butyl	Special restrictions or provisions
22E	Miscellaneous products—Continued						
	Parts of flotation or life-saving equipment not elsewhere listed.	----	0	X	0	0	
	Mastic deck covering—repairs only	----	0	0	0	0	
	Mats and matting (limited to airplane walkway, pilot house, bridge deck and gun platform).	----	0	0	0	0	
	Muzzle covers	----	0	0	0	0	
	Parachute bands and ventilating rings	----	X	X	0	0	Latex permitted in place of crude.
	Pliofilm packaging	----	X	0	0	0	Government orders only for packaging aircraft engines, aircraft engine sub-assemblies, gyro compasses and bomb sights.
	Ship hold and underground ventilating tubing.	----	0	X	0	0	
	Smoking pipe bits	----	0	0	0	0	
	Weatherstripping	----	0	0	0	0	
22F	Pressure sensitive tape	----	----	----	0	----	Crude and neoprene permitted for high heat resistance and non-corrosive electrical tape only. Class Butyl permitted. Fabric backed tape subject to end use restrictions (See Appendix III).
22G	Stationers supplies:						
	Erasers, including typewriter	----	0	0	0	0	
	Fingerpads	----	0	0	0	0	
	Fountain pen sacs	----	0	X	0	0	
	Ink eradicator stoppers and closures	----	0	0	0	0	
	Pencil plugs	----	0	0	0	0	
	Rubber bands	----	0	0	0	0	See Appendix III for end use restrictions.
22H	Thread and related products:						
	Rubber thread	----	0	X	0	0	Thread may be manufactured in the following sizes only:

Extruded thread	*Square or Cut thread*
22	24
26	30
30	36
37	42
44	50
50	58
65	70
75	85
100	112
----	120
125	140

	Rubber tape for clothing	----	0	0	0	0	
	Webbing, elastic (combined knitted fabric cut to desired width).	----	0	0	0	0	

APPENDIX II—MANUFACTURING REGULATIONS

(a) *Applicability.* (1) This appendix sets forth certain compounding proportions and manufacturing regulations for many of the products listed in Schedule A of Appendix I. No person may manufacture the products governed by the lists attached to this appendix unless such product is manufactured in accordance with the applicable regulations set forth in this appendix.

(2) All regulations apply to all purchase orders, including both Government and Civilian orders, except where otherwise designated in the appropriate list.

(3) Regulations in the appendix do not apply to the manufacture of experimental products or experimental compounds designed for:

(i) The substitution of synthetic rubber, reclaimed rubber or scrap rubber for crude rubber and latex.

(ii) The conservation of crude rubber, latex, synthetic rubber, reclaimed rubber or scrap rubber.

(b) *General provisions.* (1) The total rubber hydrocarbon (sometimes designated RHC in this appendix) is the sum total of crude rubber and the average rubber hydrocarbon value of reclaimed rubber, expressed on a volume basis. The average rubber hydrocarbon value of reclaimed rubber shall be calculated from the rubber value of reclaimed rubber as certified by the manufacturer of the reclaimed rubber and shall be determined by the "difference (or indirect)" method.

(2) Reference to Army, Navy, Federal, Railroad, etc., specifications by number mean the latest issue or amendment of the particular specifications.

TABLE OF LISTS ATTACHED TO APPENDIX II

List and title:

1 Compounds for mechanical rubber goods.
6 Tire and tube production pattern.
17 Tire and flap curing bags.
18 Airplane tire tubes.
20 Vibration mount and shock absorbers.
21 Rubber footwear.
22 Compounds for tires and tire casings.
23 Tire and tube repair materials.
24 Tires and tire casings (except airplane and bicycle tires).
25 Tire tubes (except airplane and bicycle tire tubes).
26 Tire flaps.
27 Insulated wire and cable.
28 Feeding nipples.
29 Airplane tire and tire casings.
30 Retreading materials.
31 Tank blocks, treads, and band tracks.
32 Use of high-tenacity rayon cord.
33 Tire tube valves (except bicycle tire tube valves).
34 Bicycle tires and tubes.

LIST 1—REGULATIONS FOR THE MANUFACTURE OF COMPOUNDS FOR MECHANICAL RUBBER GOODS

(a) *Applicability.* This List 1 establishes certain general provisions and regulations governing the compounds to be used in the manufacture of mechanical rubber products. These regulations shall apply to all mechanical goods compounds, whether manufactured from crude rubber, reclaimed rubber, synthetic rubber, latex, scrap or any combination of these materials.

(b) *General provisions.* (1) Compounds containing less crude rubber or latex than that amount designated either in Schedule A, Appendix I, or in lists now or hereafter attached to this Appendix II may be used in manufacturing products governed by said schedule or lists, provided the physical or service requirements, where designated, are met.

(2) All compounds shall be black, except where otherwise designated in Schedule A or in other applicable lists.

(3) Where maximum percent by volume for crude rubber and latex is designated, it shall include crude rubber used in cements to aid processing.

LIST 6—REGULATIONS FOR THE TIRE AND TUBE PRODUCTION PATTERN

(a) *Production pattern.* (1) In order to secure maximum output from existing tire and tube production facilities in accordance with the essentiality of demand, the following production pattern shall be observed and followed by all manufacturers, notwithstanding any other applicable order, regulation or authorization of the War Production Board.

PRODUCTION PATTERN

Group and Type of Product

1. Airplane tires and tubes:
   - (a) Large size tires, built on truck equipment.
   - (b) Small size tires, hand built or built on industrial pneumatic equipment.
   - (c) Other small size tires, built on passenger equipment.
   - (d) Tubes.
2. Truck-bus tires and tubes:
   - (a) Combat tires.
   - (b) Extra large size tires, 16.00 and larger cross-section.
   - (c) Large size tires, 9.00 through 14.00 cross-section except 9.00 x 16, 8 ply; also the following tires: 7.50 x 15, 10–12 ply; 8.25 x 15—10, 12 and 14 ply.
   - (d) Medium size tires (dual bead), all 10 ply up to and including 8.25 cross-section, excluding 7.50 x 15 and 8.25 x 15.
   - (e) Small size truck type tires (single bead) 8 ply and under, and 9.00 x 16, 8 ply; but excluding tires described in sub-group (f) below.
   - (f) Tires with 15 inch and 16 inch rim diameters, up to and including 7.50 cross-section (4, 6 and 8 ply only).
   - (g) Solid tires.
   - (h) Tubes.
3. Tractor-implement tires and tubes:
   - (a) Large size tires, over 7.50 cross-section.
   - (b) Front and small size tires, up to and including 7.50 cross-section.
   - (c) Tubes.
4. Industrial tires and tubes:
   - (a) Bogie rollers.
   - (b) Pressed-on solids.
   - (c) Cured-on solids.
   - (d) Pneumatic tires.
   - (e) Tubes.
5. Camelback and repair materials:
   - (a) Truck type and heavy duty.
   - (b) Passenger type.
6. Passenger and motorcycle tires and tubes:
   - (a) Tires.
   - (b) Tubes.
7. Bicycle tires and tubes:
   - (a) Tires.
   - (b) Tubes.

(2) The foregoing production pattern establishes the order of preference in which each manufacturer's interchangeable facilities must be used in the manufacture of tire and tube products and applies to facilities in each group or sub-group or in as many groups as are covered by the manufacturer's facilities.

(3) Where there is any degree of interchangeability in the use of the manufacturer's facilities, these facilities shall be extended to a lower group or sub-group in accordance with the production pattern when the manufacturer has established an inven-

tory position not exceeding 15 days' supply in each higher group or sub-group for which the facilities are used. Inventories thus established shall be maintained in accordance with the production pattern.

For the purposes of this list, a 15-day inventory position means one-fourth of the manufacturer's sales during the preceding 60 day period.

For example: Assume that a 15-day position has been established in groups 1 and 2. This releases interchangeable facilities for the remaining groups in order of preference. When inventories are exhausted in groups 1 and 2, then any interchangeable facilities which are used in a lower group in the pattern must be diverted to groups 1 and 2 as soon as possible in order to re-establish an inventory not exceeding a 15-days' supply in groups 1 and 2 and in accordance with the pattern.

Another example: Requirements for Item f of group 2—truck tires of 15 inch and 16 inch bead diameter through 7.50 cross-section (these are also passenger type sizes) must be met to the extent of an inventory not exceeding a 15 days' supply before production facilities shall be used for regular passenger tires in group 6.

(4) The use of interchangeable tire and tube production facilities, except in accordance with the foregoing production pattern, is prohibited unless specific authorization in writing is secured from the Office of Rubber Director, War Production Board.

(b) *Miscellaneous provisions.* (1) Because of the urgency for maximum tire and tube production and in view of the critical manpower shortage, no manufacturer shall perform the following operations:

(i) Wrapping of tires, regardless of end use.

(ii) Removal of minor light spots and surface imperfections not actually harmful from a service standpoint.

(2) Deviations from normal manufacturing practices which are set forth in this paragraph (b) shall not be interpreted as permitting any relaxation of essential inspection of the finished product.

List 17—Regulations for the Manufacture of Tire and Flap Curing Bags

(a) *Manufacturing regulations.* The manufacture of tire and flap curing bags of all sizes and types is subject only to the following regulations:

(1) The use of crude rubber or latex in the manufacture of tire and flap curing bags shall conform to the regulations shown in Table A.

(2) GR-I, GR-S and reclaimed rubber may be used in any amounts and proportions desired.

TABLE A

Size	Type	Maximum percent crude rubber, by volume, of the sum of the total RHC plus synthetic rubber
All	Passenger	20
All	Motorcycle	20
15" and 16" rim diameter.	Industrial pneumatic.	20
All (except 15" and 16" rim diameter).	Industrial pneumatic.	80
15" and 16" rim diameter.	Farm tractor	20
All (except 15" and 16" rim diameter).	Farm tractor	80
6.00 through 9.00, all rim diameter.	Truck	80

TABLE A—continued

Size	Type	Maximum percent crude rubber, by volume, of the sum of the total RHC plus synthetic rubber
10.00 up, all rim diameter.	All (except Airplane).	80
All (except tailwheel sizes).	Airplane	80
Tailwheel	Airplane	(1)
All	Bicycle	[2]0
All	Flap Bags	[2]0

[1] As required.
[2] Crude rubber and latex permitted only in valves, valve adhesion pads, splicing gum strips and cements, and identification inks and cements.

(b) *Marking of synthetic curing bags.* All curing bags containing synthetic rubber shall have a permanent circumferential colored stripe at least three-eighths inch wide applied on the base section of the bag. The appropriate color shall be determined from paragraph (c) (2) of List 22, Appendix II.

List 18—Regulations for the Manufacture of Airplane Tire Tubes

(a) *General provisions.* (1) The crude rubber content of any tube governed by this List 18 shall not include processing losses or crude rubber used in valves.

(b) *Manufacturing regulations.* (1) Tubes of any size and type may be manufactured to fill both Government and civilian orders, (subject, for Government orders, to the approval of the procuring agency) provided that:

(i) Crude rubber and latex may be consumed only in valves, valve adhesion pads, splicing gum strips and cements, and identification inks and cements.

(ii) GR-S and GR-I synthetic rubber and reclaimed rubber may be used in any amounts and in any proportions desired.

(2) The manufacture of tubes consuming more crude rubber than permitted by paragraph (b) (1) of this List 18 shall be limited to the sizes and types listed in Table A, subject to the maximum crude rubber contents designated therefor.

TABLE A

Size	Type	Maximum content crude rubber in pounds
26.00	S. C. tailwheel tubes	2.14
30.00	do	2.98
19.00 SCA	S. C. Nose wheel tubes	2.86
23.00 SCA	do	4.78
26.00 SCA	do	6.20
30.00 SCA	do	8.10
26 x 6	High pressure landing wheel tubes.	2.10
30 x 7	do	2.74
32 x 8	do	3.23
34 x 9	do	4.55
26 x 6.6	do	1.43
30 x 7.7	High pressure special duty landing wheel tubes.	2.15
32 x 8.8	do	2.63
34 x 9.9	do	3.80
36 x 10	do	4.05
38 x 10	do	4.51
40 x 11	do	5.96
42 x 11	do	6.45
44 x 12	do	8.82
46 x 13	do	11.45
10 x 3	High pressure tailwheel tubes.	.24
10½ x 4	do	.62
12½ x 4½	do	.81
14½ x 5	do	1.19
8.00-4	Low pressure landing wheel tubes.	1.07
6.00-6	do	.95
7.00-6	do	.95
6.50-10	do	1.90
7.50-10	do	2.14
8.50-10	do	2.28
8.90-12.50	do	2.62
15.00-16 DC	do	8.35
15.00-16 FB	do	8.35
16.00-16	do	8.35
17.00-16	do	9.54
18.00-16	do	9.54
20.00-18	do	11.45
15.50-20	do	9.54
17.00-20	do	12.40
19.00-23	do	14.80
5.00-4	Low pressure tailwheel tubes.	.62
7.00-5	do	1.07
8.00-5	do	1.24
9.00-6 FB	do	1.53
10.00-7	do	2.86
9.00-6 DC	Low pressure beaching wheel tubes.	1.80
9.50-12	do	2.74
11.00-12	do	3.58
12.50-14	do	5.71
20 x 13-5	Extra low pressure landing wheel tubes.	3.10
30 x 13-6	do	3.34
35 x 15-6	do	4.40
45 x 20-10	do	10.00
12 x 5-3	Extra low pressure tailwheel tubes.	.72
16 x 7-3	do	.96
18 x 8-3	do	1.19
19 x 6.80-10	Low profile nosewheel tubes.	1.43
22 x 7.25-11.50	do	1.67
26 x 9.00-13	do	2.39
33 x 11.50-16.50	do	3.94

(c) *Marking of synthetic tubes.* (1) All tubes containing synthetic rubber shall have a permanent circumferential colored stripe at least three-eighths inch wide applied on the base section of the tube. The appropriate color shall be determined from paragraph (c) (2) of List 22.

List 20—Regulations for the Manufacture of Vibration Mount and Shock Absorbers

(a) *Manufacturing regulations.* (1) No crude rubber or natural latex may be consumed in the manufacture of compression type mountings or insulations regardless of shore durometer reading.

(2) No crude rubber or natural latex may be consumed in the manufacture of plate, sandwich, tubular or other types of shear mountings or insulations where the temperature of applications are minus 40° F. and above. Engine and instrument mounts for aircraft may be considered as falling in the applications functioning below minus 40° F. Therefore, crude rubber or natural latex may be consumed in the manufacture of plate, sandwich, tubular or other types of shear mountings or insulations for aircraft engine and instrument mounts.

(3) No crude rubber or natural latex may be consumed in the manufacture of nonbonded torsional vibration dampers but bonded torsional vibration dampers may be manufactured from crude rubber or latex until further notice.

(4) No crude or natural latex may be consumed in the manufacture of cushioning for cameras, or cushioning or parts for radio and radar instruments and/or fire and flight control mechanisms.

(5) Crude rubber or latex may be used for bonding cements and tie-gum compounds but shall not exceed 1/32" thickness for any type of vibration mount or shock absorber.

List 21—Regulations for the Manufacture of Rubber Footwear

(a) *General provisions.* (1) The manufacture of rubber footwear and canvas rubber soled shoes shall be limited to the items shown in paragraphs (b), (c), (d), and (e) of this List 21.

(2) All rubber footwear and canvas shoes shall be manufactured in black color compound only.

(3) Unlimited plus or minus variations from average weight of total crude rubber and latex per pair are permitted provided the over-all consumption of crude rubber and latex does not exceed total permitted consumption on the basis of listed ceilings for all items manufactured.

(4) Reclaimed rubber and GR-S synthetic rubber may be consumed in any amount required for the manufacture of these products.

	Average weight of crude rubber and latex per pair maximum (in pounds)
(b) *Essential health items.*	
Men's short boots—regulation height	0.08
Women's short boots—(molded heel)	.05
Men's lumber-over	.07
Men's 2-buckle perfection	.12
Men's 5-buckle rubber mid-weight arctic	.09
Men's 4-buckle rubber mid-weight arctic	.08
Men's 4-buckle rubber light-weight arctic	.06
Men's 4-buckle cloth farm-weight arctic	.05
Men's 4-buckle cloth light-weight arctic	.05
Boys' 3-buckle rubber light-weight arctic	.05
Youths' 3-buckle rubber light-weight arctic	.05
Women's 4-buckle rubber light-weight arctic (low heel)	.05
Women's 2-snap gaiter (rubber)	.025
Misses' 2-snap gaiter (rubber)	.025
Child's 2-snap gaiter (rubber)	.02
Men's 2-buckle work rubber	.05
Men's work rubber-storm & semi-storm	.05
Boys' storm work rubber	.04
Men's dress rubber-storm, over & clog (full lined)	.03
Men's clog (molded)	.018
Boys' dress rubber-storm & over (soft back only)	.025
Youths' storm rubbers	.025
Women's toe rubbers	.01
Growing girls' storm rubber	.02
Misses' storm rubber	.02
Women's over	.02
Child's storm rubber	.015
Women's 10½" over-the-shoe arctic	.025
Misses' 9" over-the-shoe arctic	.025
Child's 8" over-the-shoe arctic	.02

	Average weight of crude rubber and latex per pair maximum (in pounds)
(c) *Severe occupational items.*	
Men's short boot (plain toe)	0.14
Men's short boot (steel toe)	.15
Men's storm king boot (plain toe)	.19
Men's storm king boot (steel toe)	.20
Men's storm king fireman's boot (plain toe)	.20
Men's hip boot and thigh (plain toe)	.24
Men's hip boot and thigh (steel toe)	.24
Men's 15" lace pac (plain toe)	.14
Men's 15" lace pac (steel toe)	.15
Men's 10" mine pac (plain toe)	.12
Men's 10" mine pac (steel toe)	.13
Men's work shoe (plain toe)	.09
Men's work shoe (steel toe)	.10
Women's work shoe (plain toe)	.09
Men's body boot	.33
(d) *Canvas rubber soled shoes of vulcanized construction.*	
Men's training shoe—black duck upper	.12
Boys' training shoe—black duck upper	.12
Men's trimmed lace to toe bal. black or brown duck upper	.09
Boys' trimmed lace to toe bal. black or brown duck upper	.08
Youths' trimmed lace to toe bal. black or brown duck upper	.07
Little gents' lace to toe bal. black or brown duck upper (trimmed)	.06
Women's lace to toe gym bal. white duck upper	.07
Misses' lace to toe gym bal. white duck upper	.06
Men's untrimmed oxford white duck upper	.07
Boys' untrimmed cir. vamp oxford white duck upper	.07
Youths' untrimmed cir. vamp oxford white duck upper	.06
Women's untrimmed oxford white duck upper	.07
Misses' untrimmed cir. vamp oxford white duck upper	.06
Childs' untrimmed cir. vamp oxford white duck upper	.05
(e) *Government order arsenal-ordnance order and munition plant order items.*	
Men's hip boot BQD #113—16 April 1943	.38
Men's toplace short boot BQD #112—12 April 1943	.20
Men's lumber-over shell, Yukon type BQD #57F—7 May 1943	.18
Men's 4-bkle. rubber arctic (Army-Navy Spec.)	.19
Men's 5-bkle. rubber arctic with safety sole BQD #116—2 Sept. 1943	.17
Men's 4-bkle. cashmerette arctic BQD #56C—29 Jan. 1944	.14
Men's 4-bkle. extra large cashmerette arctic (Spec. pending)	.14
Women's 4-bkle. cashmerette arctic BQD #99B—20 Jan. 1944	.08
Women's 4-bkle. extra large cashmerette arctic (Spec. pending)	.08
Women's 2-snap gaiters (rubber) (BQD No. 70)	.06
Men's Jungle Boot BQD #79B—8 Nov. 1943	.10
Women's heavy storm rubber BQD 97A—1 Nov. 1943	.06
Men's short legging boot—conductive sole (Army Ord. Spec.)	.23
Men's short legging boot (Army Ord. Spec.)	.23
Men's powder-plant over-the-shoe boot	.22
(e) *Government order, etc.*—Con.	
Women's 10" pullover boot—conductive sole (Army Ord. Spec.)	0.10
Men's work shoe—conductive sole (Army Ord. Spec.)	.19
Men's work rubber—conductive sole (Army Ord. Spec.)	.14
Men's clog—conductive sole (Army Ord. Spec.)	.10
Men's industrial hip boot—shell construction	.42
Men's industrial hip boot—shell construction—steel toe	.43
Men's industrial short boot—shell construction	.25
Men's industrial short boot—shell construction—steel toe	.27
Aviators' winter flying boot (Aero. Spec. M380-B)	(1)
Men's flying boot (A6)	(1)
Men's flying boot (A9)	(1)
D-1 electrically heated flying boot insert (Used in A9 boot)	.10
Men's flying boot (A10)	.13
Pilots' shoes—rubber surface—mukluk type (A13)	.14
Pilots' shoes—canvas and rubber—mukluk type (A14)	.10
Men's tennis shoe with safety sole BQD #117—26 July 1943	.07
Men's hip boot, medium weight (Navy Spec.)	.38
Men's short boot, heavy weight (Navy Spec.)	.28
Men's storm rubber (Navy Spec.)	.07
Men's clog non-slip sole (Navy Spec. M449)	.06
Men's clog molded (Navy Spec.)	.03
Women's snap gaiter (rubber) (Navy Spec.)	.06
Men's gym shoes (Navy Spec.)	.07
Women's gym shoe (Navy Spec.)	.07
Men's training shoe (molded sole) (Navy Spec.)	.12
Men's electrically heated flying boot (Navy-Aero M456)	.13
Men's 5-bkle. sea arctic N-1 non-slip sole (rubber) (Navy Spec. 72A-8)	.17
Men's wading suit (Aero Spec.)	.66
Men's wading shoe (Aero Spec.)	.08
Men's wader overshoe—armpit height (Engineers Spec.) BQD #139	.65
Men's wader over-the-foot, waist height (Signal Corps Spec.)	.50
Men's 2-bkle. cloth arctic (Marine Spec.)	.14
Men's 2-bkle. perfection (diving suits and felt boots) (Merchant Marine Spec.)	.17
Men's sea boot—non-slip sole, Navy Spec. 32B-6	.36
Men's firemen's storm king boot Navy 72B2 revised 8-30-43	.59
Men's 5-bkle. rub. arctic (Navy) 72-A-4 shore arctic N2	.22

[1] Cements only.

List 22—Regulations for the Manufacture of Compounds for Tires and Tire Casings

(a) *Applicability.* These regulations govern the manufacture of compounds for tires and tire casings. Other lists attached to Appendix II will govern the use of these compounds in the manufacture of finished products. These compounds need be used only when required by other regulations contained in lists attached to Appendix II. The variations permitted by this List 22 are allowed in the manufacture of finished products covered by other applicable lists unless expressly prohibited by such other lists.

(b) *Natural rubber compounds.* The composition of natural rubber compounds shall be governed by the regulations set forth in the following table:

Description of compound	Grade	Percent by volume			
		Crude rubber		Total RHC	
Type		Max.	Min.	Max.	Min.
Tread compounds	A	73.0	71.0	75.0	71.0
	B	59.5	57.5	74.6	65.0
Friction compounds	A	88.5	83.5	94.2	83.5
	B	78.0	73.0	94.2	75.0

(c) *Synthetic rubber compounds.* (1) No regulations are now designated for the manufacture of synthetic rubber compounds for tires and tire casings.

(2) The identification of the various types of synthetic rubber is effected by designating each type by a letter and a color.

Letter	Color	Type of synthetic
S	Red	GR-S (Buna S).
M	Yellow	GR-M (Neoprene).
I	Light blue	GR-I (Butyl).

(d) *Synthetic tire constructions.* (1) The distribution of synthetic rubber in tires and tire casings is controlled by the following synthetic construction identification numbers, which indicate the proportion of synthetic rubber to crude rubber, and the placement of the synthetic rubber.

Synthetic construction identification numbers:	Type of synthetic
S–3, S–4, S–5, etc	GR–S

(2) S–3 denotes 100% GR–S tread on a 100% GR–S carcass, except that:

(i) Crude rubber may be used throughout the tire at the manufacturer's discretion, but shall not exceed, by weight, the following percentage of the sum of the crude rubber, GR–S synthetic rubber and reclaimed rubber hydrocarbon contents:

	Percent
Passenger and motorcycle	1.25
Truck	2.00
Airplane	2.00
Combat	5.00
All other	1.50

Individual sizes may exceed the indicated maximum percentage, provided that the average crude rubber content of all sizes of the same type of tire does not exceed the indicated maximum percentage.

(ii) Reclaimed rubber may be used throughout the tire at the manufacturer's discretion.

(3) S–4 denotes approximately 90% GR–S and 10% crude rubber, distributed throughout the tire at the manufacturer's discretion, except that:

(i) Crude rubber may be used only to the extent permitted by the "maximum content crude rubber" designated.

(ii) Reclaimed rubber may be used throughout the tire at the manufacturer's discretion.

(4) S–5 denotes 100% GR–S tread on a natural rubber carcass, except that:

(i) Crude rubber may be used only in cements, in tread and side-wall splice gum strips and in the tire body, but only to the extent permitted by the "maximum content crude rubber" designated.

(ii) Reclaimed rubber may be used throughout the tire at the manufacturer's discretion.

(5) S–6 denotes approximately 70% GR–S and 30% crude rubber, distributed throughout the tire at the manufacturer's discretion, except that:

(i) Crude rubber may be used to the extent permitted by the "maximum content crude rubber" designated.

(ii) Reclaimed rubber may be used throughout the tire at the manufacturer's discretion.

(6) S–7 denotes approximately 35% GR–S and 65% crude rubber, distributed throughout the tire at the manufacturer's discretion, except that:

(i) Crude rubber may be used only to the extent permitted by the "maximum content crude rubber" designated.

(ii) Reclaimed rubber may be used throughout the tire at the manufacturer's discretion.

List 23—Regulations for the Manufacture of Tire and Tube Repair Materials

(a) *General provisions.* Only one grade of product may be manufactured in each item governed by this List 23, and that grade must be consistent with maintaining a quality adequate for the service for which the product is designed.

(b) *Manufacturing regulations.* The manufacture of tire and tube repair materials shall be limited to the items shown in this subdivision (b), subject to the compound regulations designated therefor.

(1) Crude rubber is consumed only as follows:

Hard rubber base type. Crude rubber shall be consumed only in cements and/or hard base and shall not exceed, by weight, ten percent of the sum of the crude rubber, synthetic rubber and reclaimed rubber hydrocarbon contents.

Tie-gum base (soft base) type. Crude rubber shall be consumed only in cements and/or tie gum and shall not exceed, by weight, five percent of the sum of the crude rubber, synthetic rubber and reclaimed rubber hydrocarbon contents. Individual sizes may exceed the five percent maximum, provided that the average crude rubber content of all sizes does not exceed the five percent maximum.

(ii) GR–S synthetic rubber, reclaimed rubber and Classes 1 and 2 scrap rubber may be used in any amounts and in any proportion desired.

(3) The manufacture of tires and tire casings consuming more crude rubber than permitted by paragraph (b) (1) and (b) (2) of this List 24 shall be limited to the sizes, plies and tread types listed in this paragraph (b) (3), subject to the maximum crude rubber contents or compound grades designated therefor.

Description of item	Maximum percent, by volume, of crude rubber in compound	Restrictions
(1) Bulk tire repair materials:		
(a) Tread repair stock (1/16" max. ga.)	30.0	
(b) Repair cushion stock	40.0	For Civilian orders only.
Do	60.0	For Gov't. orders only.
(c) Cord repair friction (.047 max. ga.)	40.0	For Civilian orders only.
Do	60.0	For Gov't. orders only.
(d) Sq. woven fabric friction	40.0	For Civilian orders only.
Do	60.0	For Gov't. orders only.
(e) Cements (cold cure)	Max. .20 pound crude rubber per gallon.	
(f) Cements (vulcanizing)	Min. .55 pound crude rubber per gallon.	
(2) Tire patches: [1]		
(a) Uncured-vulcanizing type:		
Body	40.0	
Facing	40.0	
(b) Cured and semi-cured-vulcanizing type:		
Body	0.0	
Facing	40.0	
(c) Temporary emergency-cold cure type (composite)	5.0	
(d) Tire reliners	0.0	
(e) Nail hole plugs	0.0	
(3) Tube patches:		
(a) Combination tube repair gum (cured back, uncured face).	[2]	
(b) Tube repair gum (uncured)	60.0	
(c) Hot patch gum (uncured)	78.0	
(d) Truck tube valve repair patches (composite)	60.0	
(e) Tube replacement valve facing	60.0	
(4) Sectional bags	[3]	

[1] Crude rubber may be consumed in cements for adhesion purposes in manufacturing tire patches.
[2] Maximum 1.15 pounds crude rubber per square yard.
[3] Maximum of 80% crude rubber, by volume, of the sum of the total RHC plus synthetic rubber.

(c) *Restrictions.* (1) In items (2) (c), (3) (a), and (3) (d), different grades of compounds may be used in the cured and uncured portions of each, provided the total crude rubber content in the whole item does not exceed the percent represented by the compound grade specified.

(2) Repair kits containing any of the above materials, except garage kits, shall not contain more than .04 pound of combination tube repair gum, nor more than 1.5 cubic inches of any rubber cement.

(3) Garage kits containing any of the above materials shall contain either ⅓ pound, ½ pound or 1 pound of combination tube repair gum and not more than ½ pint of rubber cement.

List 24—Regulations for the Manufacture of Tires and Tire Casings (Except Airplane and Bicycle Tires)

(a) *General provisions.* (1) The crude rubber content of any tire or tire casings governed by this List 24 shall not include processing losses or crude rubber used in curing bags.

(2) No crude rubber latex shall be consumed in the cord treatment.

(3) On those sizes of natural rubber tires for which no "maximum content crude rubber" is designated, the compound grades shown under "compound designation" shall apply (the first letter designating the friction and the second letter designating the tread compound grade) and the composition of the compounds shall conform to the regulations set forth in List 22, Appendix II.

(4) On those sizes of synthetic rubber tires for which no "maximum content crude rubber" is designated, the tire construction shall be of the synthetic type designated and the compounds thereof shall conform to the appropriate regulations set forth in List 22, Appendix II.

(5) The use of rayon in the manufacture of tires and tire casings governed by this List 24 shall conform to the regulations set forth in List 32, Appendix II.

(6) When the cord used in any tire is made of rayon or is of a gauge less than .027 inch as measured by the current ASTM standard in effect, the "maximum content crude rubber" permitted, if based on cotton construction, shall be reduced by 6 percent.

(7) Only one grade of tire may be manufactured in any size, ply and type, and that grade must be consistent with maintaining a quality adequate for the service for which the tire is designed.

(8) Where "Mud-Snow" type trend is designated in this List 24, tires with either directional or non-directional (ND) tread designs may be manufactured.

(9) Single marked high pressure type tires or single marked balloon type tires may be substituted for dual marked type tires.

(10) S–7 synthetic construction may be substituted for S–5 synthetic construction wherever S–5 is designated in this List 24, subject, for Government orders, to the approval of the procuring agency. The "maximum content crude rubber" designated for S–5 shall also apply to S–7.

(b) *Manufacturing regulations.* (1) Pneumatic tires of any size, ply and tread type may be manufactured provided that they conform to the regulations for S–3 synthetic construction tires in List 22, Appendix II.

(2) Solid tires (except bogie, idler and support rollers), including cured-on solid tires, 4" x 1½" up, may be manufactured, *Provided*, That:

TABLE A—TRUCK AND BUS TIRES

Size	Ply	Tread type	Compound designation		Maximum content crude rubber in pounds			
			Civilian orders	Government orders	Civilian orders		Government orders	
					Rayon	Cotton	Rayon	Cotton
7.00–18	10	Standard highway		S–4			3.70	
–20/32 x 6	10	do	S–4	S–4	4.05		4.05	
–20/32 x 6	10	Mud-snow	S–4	S–4	4.05		4.05	
–24/36 x 6	10	Standard highway	S–4	S–4	4.60		4.60	
7.50–16	6	do	S–6	S–6		6.70		6.70
–16	6	Mud-snow		S–4				3.10
–16	8	Standard highway	S–6	S–6		7.40		7.40
–16	8	Mud-snow		S–4				3.40
–17	8	Standard highway	S–6	S–6		8.40		8.40
–18	8	do	S–6	S–6		8.90		8.90
7.50–20	8	do	S–6	S–6		9.40		9.40
–20	8	Mud-snow		S–4				4.30
–20/34 x 7	10	Standard highway	S–4	S–4	4.70		4.70	
–20/34 x 7	10	Mud-snow	S–4	S–4	4.70		4.70	
–24/38 x 7	10	Standard highway	S–4	S–4	5.35		5.35	
8.25–18	10	do	S–6	S–6	10.85		10.85	
–20	10	do	S–5	S–6	24.00		11.95	
–20	10	Mud-snow	S–4	S–4	5.35		5.35	
–20	12	Standard highway	S–5	S–6	27.55		12.60	
9.00–15	8	Mud-snow		S–4				4.75
–18	10	Standard highway	S–6	S–6	12.80		12.80	
–20	10	do	S–5	S–6	27.30		13.85	
–20	10	Mud-snow	S–4	S–4	6.20		6.20	
–20/36 x 8	12	Standard highway	S–5	S–6	31.40		14.85	
–22	10	do	S–6	S–6	14.75		14.75	
–24/40 x 8	12	do	S–6	S–6	17.40		17.40	
–24/40 x 8	12	Mud-snow		S–4			7.70	
10.00–18	12	Standard highway	S–6	S–6	15.55		15.55	
–20	12	do	S–5	S–6	34.55		16.75	
–20	12	Mud-snow	S–6	S–6	17.10		17.10	
–20/38 x 9	14	do		S–6			18.80	
–22	12	Standard highway	S–5	S–6	37.15		18.15	

TABLE A—TRUCK AND BUS TIRES—continued

Size	Ply	Tread type	Compound designation		Maximum contents crude rubber in pounds			
			Civilian orders	Government orders	Civilian orders		Government orders	
					Rayon	Cotton	Rayon	Cotton
10.00–22	12	Mud-snow		S–6			18.15	
–24	12	Standard highway	S–6	S–6	19.30		19.30	
–24	12	Mud-snow		S–6			19.30	
11.00–18	10	Desert		B–B				43.50
–18	12	Highway	S–6		19.00			
–20	12	do	S–5		39.75			
–20	12	Mud-snow	S–6		20.00			
–20	14	Highway		S–6			20.90	
–20	14	Mud-snow		S–6			20.90	
–22	12	Highway	S–5		41.85			
–22	14	do		S–6			22.40	
–24	12	do	S–6		22.00			
–24	14	do		S–6			23.90	
–24	14	Mud-snow		S–6			23.90	
12.00–20	14	Highway	S–6		24.50			
–20	16	do		S–6			25.20	
–20	16	Mud-snow		S–6			25.20	
–24	14	Highway	S–6		27.00			
–24	16	do		S–6			28.70	
–24	16	Mud-snow		S–6			28.70	
13.00–20	16	Highway	S–6	S–6	28.00		28.00	
–24	16	do	S–6	S–6	32.00		32.00	
–24	16	Mud-snow		S–6			32.00	
14.00–20	12	Desert		A B				85.00
–20	16	Standard highway	A B	A B		105.00		105.00
–20	16	Mud-snow		A B				112.50
–20	20	Standard highway		A A			124.55	
–20	20	Mud-snow		A A			131.50	
–24	16	Standard highway	A B	A B		120.00		120.00
–24	20	do		A A			141.00	
–24	20	Mud-snow		A A			148.05	
7.50–15	10	Standard low plat. tir	S–5	S–5	15.60		15.60	
–15	12	do		S–5			17.10	
8.25–15	12	do	S–5	S–5	21.05		21.05	
–15	14	do		S–5			24.55	
9.00–15	12	do	S–5	S–5	24.85		24.85	
10.00–15	12	do		S–5			27.00	
–15	14	do	S–5	S–5	30.10		30.10	
All	All	City bus mileage	S–6		(1)			
7.50 Down	All	Intercity bus mileage	S–6		(1)			
8.25 & 9.00	All	do	S–5		A friction			
10.00 up	All	do	A A					

[1] 33⅓% of total RHC plus synthetic rubber.

TABLE B—SPECIAL PURPOSE TIRES

Size	Ply	Tread type	Compound designation		Maximum content crude rubber in pounds			
			Civilian orders	Government orders	Civilian orders		Government orders	
					Rayon	Cotton	Rayon	Cotton
8.25–20	10	Earthmover	S–7	S–7		19.00		19.00
9.00–20	10	do	S–7	S–7		22.00		22.00
10.00–20	12	do	S–7	S–7		26.00		26.00
11.00–20	12	do	S–7	S–7		29.00		29.00
12.00–20	12	do	S–7	S–7		31.00		31.00
13.00–20	14	do	S–7	S–7		39.00		39.00
14.00–20	16	do	S–7	S–7		50.00		50.00
16.00–20	16	do	S–7	S–7		65.00		65.00
18.00–24	16	do	S–7	S–7		88.00		88.00
–24	20	do	S–7	S–7		98.00		98.00
21.00–24	16	do	A A	A A				
–24	20	do	A A	A A				
24.00–32	24	do	A A	A A				
–32	36	do	A A	A A				

TABLE B—continued

Size	Ply	Tread type	Compound designation		Maximum content crude rubber in pounds			
			Civilian orders	Government orders	Civilian orders		Government orders	
					Rayon	Cotton	Rayon	Cotton
36.00–40	34	Earthmover	AA	AA				
8.25–20	12	Rock service and logger	AA	AA				
9.00–20	12	do	AA	AA				
10.00–20	14	do	AA	AA				
–22	14	do	AA	AA				
–24	14	do	AA	AA				
11.00–20	14	do	AA	AA				
–22	14	do	AA	AA				
–24	14	do	AA	AA				
12.00–24	16	Rock service	AA	AA				
13.00–24	16	do	AA	AA				
14.00–24	20	do	AA	AA				
16.00–24	20	do	AA	AA				
18.00–24	20	do	AA	AA				
21.00–24	24	do	AA	AA				
–24	24	do	AA	AA				
8.25–20	10	Logger	AA	AA				
9.00–20	10	do	AA	AA				
10.00–20	12	do	AA	AA				
–22	12	do	AA	AA				
11.00–20	12	do	AA	AA				
–22	12	do	AA	AA				
18.00–24	16	Mud-snow	AA	AA				
–24	20	do	AA	AA				
–40	20	do	AA	AA				
21.00–24	16	do	AA	AA				
–24	20	do	AA	AA				
–28	20	do	AA	AA				
24.00–32	24	do	AA	AA				
–32	26	do	AA	AA				
30.00–40	34	do	AA	AA				
7.00–20	10	Ribbed (flat base)	S–4	S–4	3.80			3.80
–24	10	do	S–4	S–4	4.40			4.40
7.50–24	10	do	S–4	S–4	5.10			5.10
9.00–24	10	do	S–4	S–4	7.50			7.50
–24	10	Traction (flat base)	S–4	S–4	6.80			6.80
–24	10	Traction (drop center)	S–4	S–4	6.80			6.80
10.00–24	8	do	S–4	S–4	6.80			6.80
11.00–24	8	do	S–4	S–4	7.10			7.10
12.00–24	8	do	S–4	S–4	8.10			8.10
13.00–20	10	do	S–4	S–4	9.60			9.60
–24	8	do	S–4	S–4	10.10			10.10
14.00–20	12	do	S–4	S–4	12.30			12.30
6.00–16		Combat (U. S.)		S–3				(1)
8.00–16		do		S–6			12.25	
8.25–20		do		S–6			24.50	
9.00–20		do		S–6			28.20	
14.00–20		do		AA			197.50	

[1] Crude rubber may be consumed up to 5%, by weight, of the sum of crude rubber, synthetic rubber and reclaimed rubber hydrocarbon content.

TABLE C—BOGIE, IDLER AND SUPPORT ROLLERS

Description of product	Maximum percent, by weight, of total hydrocarbon which may be crude rubber
Bogie wheel tires for light tanks, size 20 x 6 x 16	8
Idlers for light tanks, size 30 x 6 x 26	8
Bogie wheel tires for light tank, T–24, size 25½ x 4½	As needed.
Support rollers for light tank, T–24, size 11 x 3	8
Bogie wheel tires for medium tanks, size 20 x 9 x 16	As needed.
Bogie wheel tires for medium tanks (Horizontal volute Suspension), size 20½ x 6¼	As needed.
Support rollers for medium tanks (Horizontal volute Suspension), size 13½ x 3¾ and 10 x 4¾	8
Idlers for medium tanks (Horizontal volute Suspension), size 22 x 6¼	8
Bogie wheel tires for medium tank, T26E1, size 26 x 6	As needed.
Support rollers for medium tank, T26E1, size 14 x 3	8
Idlers for medium tank, T26E1, size 26 x 6	As needed.
Bogie wheel tires for 76 mm. gun motor carriage, M–18 and tractor T41E1, size 26 x 4¼	8
Support roller tires for 76 mm. gun motor carriage, M–18 and tractor T41E1, size 10 x 3¼	8

TABLE C—BOGIE, IDLER AND SUPPORT BOILERS—continued

Description of product	Maximum percent, by weight, of total hydrocarbon which may be crude rubber
Bogie wheels for half-tracks, size 12 x 4½	8
Bogie wheel tires for carrier, Universal, T–16, 20 x 3	As needed.
Idlers for carrier, Universal, T–16, size 19 x 3	As needed.
Bogie wheel tires for carrier, cargo, M29 and M–29C size 8 x 1¼	8
Bogie wheel tires for tractor, 7 ton, M2, size 14 x 4½	8
Support rollers for tractor, 7 ton, M2, size 7 x 2¼	8
Bogie wheel tires for tractor, 13 ton, M5, size 20 x 6 x 16	8
Support rollers for tractor, 13 ton, M5, size 9 x 6	8
Bogie wheel tires for tractor, 18 ton, M4, size 20 x 9 x 16	8
Bogie wheel tires for tractor, 38 ton, M6, size 20 x 6 x 16	As needed.
Bogie wheel tires and support rollers for tractor, snow, M7, size 8 x 1¼	8
Bogie wheel tires for LVT, size 12 x 7¼	As needed.
Idlers for LVT, size 7 x 7¼	As needed.
Support rollers for LVT, size 7¼ x 1¼	As needed.
Support idler for LVT, size 24 x 7¼	As needed.
All other	As needed.

(c) *Branding of tires.* (1) All natural rubber tires or tire casings manufactured to fill Civilian orders shall bear, on the serial side and near the serial number, a brand with the words "War Tire" and the letters designated under Compound Designation. Letters used to brand tires of a cross-section of 6.50 inches or more shall be at least one-fourth inch high, while those used to brand smaller tires shall be at least one-eighth inch high. This "War Tire" brand may (but need not) be applied to natural rubber tires or tire casings manufactured to fill Government orders, at the discretion of the manufacturer.

(2) All synthetic rubber tires or tire casings manufactured to fill either Civilian or Government orders shall have a colored dot, either circular or rectangular (with or without rounded corners or ends) and with an average effective dimension of at least one inch, vulcanized on both sides of the tire, the appropriate color to be determined from subdivision (c) (2) of said List 22. In addition, all synthetic rubber pneumatic tires or tire casings shall bear, on both sides of the tire and in characters at least five-eighths inch high, a brand showing the appropriate synthetic construction identification. The colored dot and the brand shall be permanent and may be superimposed if desired. The colored dot and synthetic construction identification may be smaller than the designated minimum on sizes of tires for which the designated minimum is unreasonably large.

(d) *Tolerances.* (1) On those sizes of natural rubber tires, in this List 24, for which no "maximum content crude rubber" is designated, but for which friction and tread compound grades are designated, a manufacturer can calculate the maximum amount of crude rubber and total RHC which may be used in the manufacture of a tire or tire casing of any such size. Within the maximum amounts thus calculated, a manufacturer may, at his discretion, shift the amounts between friction and tread.

(2) On those sizes, in this List 24, for which no "maximum content crude rubber" is designated, a manufacturer shall have, in each respective size, an operating tolerance on the content of crude rubber limited only by the maximum content designated.

(3) On those sizes, in this List 24, for which no "maximum content crude rubber" is designated but for which friction and tread compound grades are designated, the tolerance set forth in said List 22 shall apply.

(e) *Definitions.* (1) Where used in this List 24, "Standard Highway" as applied to tread type means regular skid-depth, "100" level, on-the-road type.

(2) Where used in this List 24, "Mud-Snow", as applied to tread type means extra-traction, on-and-off-the-road type.

LIST 25—REGULATIONS FOR THE MANUFACTURE OF TIRE TUBES (EXCEPT AIRPLANE AND BICYCLE TIRE TUBES)

(a) *General provisions.* (1) The crude rubber content of any tube governed by this List 25 shall not include processing losses or crude rubber used in valves.

(2) Only one grade of tube may be manufactured in any size and type, and that grade must be consistent with maintaining a quality adequate for the service for which the tube is designed.

(3) The restrictions of this List 25 shall not apply to tubes for city and intercity bus mileage contract tires of cross-sections 10.00 and larger.

(b) *Manufacturing regulations.* (1) Tubes of any size and type may be manufactured to fill both Government and Civilian orders (subject, for Government orders, to the approval of the procuring agency) *Provided*, That:

(i) Crude rubber and latex may be consumed only in valves, valve adhesion pads, splicing gum strips and cements, and identification inks and cements.

(ii) GR–S and reclaimed rubber may be used in any amounts and in any proportion desired.

(2) The manufacture of tubes consuming more crude rubber than permitted by subdivision (b) (1) of this List 25 shall be limited to the sizes and types listed in Tables A and B, subject to the maximum tube volumes and crude rubber contents designated therefor.

(3) The manufacture of tubes from GR–I shall be limited to the sizes and types listed in Tables A, B, C and D. No restriction is placed on maximum tube volumes or maximum content GR–I.

TABLE A—GOVERNMENT AND CIVILIAN ORDERS

Size	Type	Maximum tube volume in cubic inches	Maximum content crude rubber in pounds
PT –20	Truck and bus	500	13.20
–24	do	568	15.00
ST –20	do	635	16.75
–24	do	718	18.95
16.00–20	do	827.5	21.95
–24	do	925	24.50
18.00–24	do	1,100	29.15
–40	do	1,520	40.30
21.00–24	do	1,460	38.70
–28	do	1,590	42.15
24.00–32	do	2,035	53.95
30.00–40	do	3,460	91.70
36.00–40	do	4,515	119.65

TABLE B—GOVERNMENT ORDERS ONLY

Size	Typ.	Maximum tube volume in cubic inches	Maximum content crude rubber in pounds
11.00–18	Truck and bus (desert)	348	9.30
14.00–20	do	595	15.75
14.00–20	Combat	485	12.85
14.00–24	do	550	14.60

TABLE D—GOVERNMENT AND CIVILIAN ORDERS

Size	Type
6.00–16	Passenger.
–16	Truck.
6.50–16	Do.
7.00–15	Do.
–16	Do.
7.50–15	Do.
–16	Do.
–17	Do.
–18	Do.
–20	Do.
–24	Do.
8.25–16	Do.
–18	Do.
–20	Do.
9.00–16	Do.
–18	Do.
–20	Do.
–22	Do.
–24	Do.
6.00–16	Combat (U. S.)
–20	Do.
8.00–16	Do.
8.25–20	Do.
9.00–20	Do.
7.50–15	Low Plat. Trailer.
8.25–15	Do.
9.00–15	Do.

TABLE D—GOVERNMENT AND CIVILIAN ORDERS

LT–15	Truck and bus.
–18	Do.
–20	Do.
–22	Do.
–24	Do.
MT–18	Do.
–20	Do.
–22	Do.
–24	Do.
CT 20	Do.
–22	Do.
–24	Do.

(c) *Marking of synthetic tubes.* All tubes containing synthetic rubber shall have a permanent circumferential colored stripe at least three-eighths inch wide applied on the base section of the tube. The appropriate color shall be determined from paragraph (c) (2) of List 22, Appendix II.

(d) *Tolerances.* On those sizes in this List 25, for which a "maximum tube volume" and a "maximum content crude rubber" is designated, a manufacturer shall have a tolerance on the tube volume and the content of crude rubber limited only by the maximums designated therefor.

LIST 26—REGULATIONS FOR THE MANUFACTURE OF TIRE FLAPS

(a) *Manufacturing regulations.* The manufacture of flaps for all sizes and types of tires to fill both Government and Civilian orders is subject only to the following regulations:

(1) Crude rubber may be consumed only for splicing cements and for identification inks or cements.

(2) GR–S synthetic rubber, reclaimed rubber and Classes 1 and 2 scrap rubber may be used in any amounts and in any proportion desired.

(b) *Marking of synthetic flaps.* All flaps containing synthetic rubber shall have a permanent circumferential colored stripe at least three-eighths inch wide applied on either side of the flap. The appropriate color shall be determined from paragraph (c) (2) of List 22, Appendix II.

LIST 27—REGULATIONS FOR THE MANUFACTURE OF INSULATED WIRE AND CABLE

(a) *Compounds.* (1) The crude rubber content of compounds referred to in this List 27 shall conform to the regulations designated in the table below.

(2) In addition to the crude rubber designated, GR–S synthetic rubber and reclaimed rubber may be used in any amounts.

Use	Compound grade	Maximum crude rubber by volume
Insulation	W–AAA	98
	W–AA	70
	W–A	55
	W–B	40

(b) *Manufacturing regulations.* (1) Insulated wire and cable of any type may be manufactured, *Provided*, That,

(i) No crude rubber or latex may be used (except as permitted by paragraph (b) (2) of this List 27).

(ii) GR–S rubber and reclaimed rubber may be used in any amounts and in any proportions desired.

(2) The manufacture of insulated wire and cable consuming crude rubber and latex shall be limited to the types shown in this paragraph (b) (2). However, the use of crude rubber and latex is limited to insulation compounds only and is subject to the compound restrictions designated.

WIRE AND CABLE (WITH CRUDE RUBBER OR LATEX INSULATION)

(i) *U. S. Signal Corps*

Item	Specification	Type	Insulation compound
Cable	71–470	WC–513	W–A.[1]
Do	71–983	WC–534, WC–535	W–AAA.
Cordage	71–471	CO–98	W–A.[1]
Do	71–1105	CO–119–B	W–A.
Do	71–817–B	CO–120	W–A.
Do	71–818–C	CO–121	W–A.
Do	71–886–A	CO–122–A and B	W–A.
Do	71–827–A	CO–127	W–A.
Do	71–700	CO–130 to CO–139	W–A.[1]
Do	71–684	CO–144, CO–145	W–A.
Do	71–935	CO–146	W–A.
Do	71–817–B	CO–150	W–A.
Do	71–8184–A	CO–159	W–A.
Do	71–471	CO–208, CO–209	W–A.[1]
Do	71–880	CO–219	W–AA.
Do		CO–238	W–A.
Do	71–1019	CD–298, CD–333, CD–334, CD–427, CD–785	W–A.[3]
Tinsel cord	71–571		W–A.

(ii) *Navy Department, Bureau of Ships*

Shipboard cables	15–C–1 INT	CP, OP, CS, OS	W–AAA.[1]

(iii) *U. S. Army, Corps of Engineers*

Searchlight Cable	T–1532 (c)		W–AAA.[1]
Do	T–1555 (c)		W–AAA.[1]

(iv) *U. S. Army Ordnance (Frankford Arsenal)*

Portable cable	FXS–238		W–AAA.[2]
Do	FXS–692		W–AAA.[2]

(v) *Department of Commerce*

R. F. transmission cable	CAA–31		W–AA.
Do	CAA–84		W–AA.
Do	CAA–161		W–AA.
Do	CAA–663		W–AA.
Do	1751		W–AA.
Do	1854		W–AA.

[1] Permitted only when insulation wall is 0.025" or less in thickness.
[2] W–AAA may be used for latex dip process.
[3] Permitted only when insulation wall is 0.020" or less in thickness.

TABLE A—AIRPLANE TIRES—continued

Size	Ply	Type	Maximum content crude rubber in pounds: S–6	Maximum content crude rubber in pounds: S–4
65	18	Smooth contour landing	58.00	26.00
60	22	do	60.00	28.00
60	4	Smooth contour auxiliary	4.5	2.5
44.00	6	do	.75	.35
50.00	6	do	1.35	.55
12.50	6	do	1.90	.75
14.50	8	do	3.10	1.00
17.00	8	do	4.75	1.53
19.00	10	do	6.00	2.40
20.00	10	do	3.10	2.65
26 x 6	8	High Pressure Landing (Channel)	4.90	1.90
30 x 7	8	High Pressure Landing (Channel)	4.20	1.93
32 x 8.8	8	High Pressure Landing	5.50	2.70
34 x 9	8	do	7.30	2.90
10 x 3	10	High pressure auxiliary	.30	.25
10 x 3.4	14	do	.90	.45
10 x 4.4	6	do	1.35	.70
12 x 4½	8	do	4.15	1.85
14½ x 5	8	High pressure special duty	4.20	2.00
26 x 6.6	8	do	4.10	2.40
30 x 7.7	8	do	6.05	4.60
32 x 8.8	8	do	10.80	6.60
34 x 9.9	10	do	12.80	6.70
36 x 10	10	do	16.00	7.20
40 x 11	12	do	19.30	8.70
44 x 12	14	do	25.90	12.00
46 x 13	16	do	1.00	.55
6.00–6	6	Low pressure landing	1.20	.55
6.50–10	6	do	2.20	1.20
7.00–6	6	do	1.40	.80
7.50–10	6	do	2.70	1.35
8.00–4	4	do	12.90	5.30
8.00–12.50	8	do	14.80	6.20
15.00–16	10	do	18.80	7.00
15.50–16	12	do	17.00	9.20
16.00–16	10	do	20.65	9.20
17.00–16	12	do	22.00	14.00
18.00–16	12	do	25.75	9.00
19.00–20	12	do	1.30	.64
20.00–18	12	Low pressure auxiliary	1.80	.75
10–4	4	do	1.70	1.20
7.00–5	6	do	4.33	2.80
8.00–5	8	do	4.70	2.90
9.00–6	10	do	6.00	2.90
10.00–12–5	6	Extra low pressure landing	7.30	3.00
35 x 13–6	10	do	13.50	6.50
45 x 20–10	4	Extra low pressure auxiliary	.65	.30
18x7–3	4	do	.90	.35
18x8–3	6	do	1.15	.50
10x5.50–8.00	6	Low profile auxiliary	1.70	.75
19x6.50–10	6	do	3.40	1.20
24 x 7.50–11.50	8	do	6.33	2.50
28 x 9.00–13.00	8	do	6.50	4.30
30 x 10.50–15	10	do	3.40	1.75
33 x 11.50–16.50	10	do	4.90	2.90
36 x 12.50–18	12	do	8.80	4.75
38 x 13–20	16	do		
65	18	Low pressure beaching gear		
11.00–12	10	do		
12.50–14	12	do		
All	(1)	Ice grip		
All	(1)	Solid auxiliary		
		do		
		do		

(1) These sizes inactive for new design.

6 x 2½		A tread (natural rubber)	1.80
8 x 2½		A tread (natural rubber)	2.30
8.50		A tread (natural rubber)	2.90
4.65		A tread (natural rubber)	1.45
5.80			1.80
8.00			2.50
13.50			4.20

(2) Carcass frictions for ice grip tires shall be identical to those used in like sizes for regular tires in above table. Crude rubber and synthetic rubber may be used in treads without limitation.

(3) *Rubber insulating tape.* Compounds for rubber insulating tape shall conform to regulations set forth in Appendix I, except that compounds designed for tape for the following uses may be manufactured in W-AA quality.

(i) For operating voltages in excess of 3,000 volts.

(ii) For cables to be used in wet locations.

(iii) For operation at conductor temperatures of 70° C. or higher.

(iv) For cable manufactured for Armed Forces.

(4) *Cable tape.* No crude rubber or latex may be consumed in the manufacture of cable tape. However, GR–S synthetic rubber and reclaimed rubber may be used in any amounts and in any proportion desired.

LIST 28—REGULATIONS FOR THE MANUFACTURE OF FEEDING NIPPLES

(a) The manufacture of feeding nipples from crude rubber, latex synthetic rubber, reclaimed rubber or scrap rubber shall be limited to infants' nipples and lambs' nipples.

(b) *Infants' nipples.* (1) All infants' nipples shall be manufactured in accordance with the regulations set forth in the following Table A:

TABLE A

Type	Molded	Latex dipped	Crude rubber dipped	Hand made
Minimum tensile strength, per square inch	2,000	2,000	2,000	1,500
Ultimate elongation, in percent	750	750	750	500
Reclaimed rubber	None	None	None	None
Maximum crude rubber and/or latex by volume, in percent	98	98	98	98
Maximum rubber hydrocarbon by volume, in percent	98	98	98	98
The total weight in pounds of crude rubber and/or latex in each finished nipple shall not exceed	0.0105	0.007	0.007	0.007
Original tensile strength and ultimate elongation retained in percent after 96 hours continuous boiling in water and 48 hours after removal	60	60	40	50

(2) Compounds may contain ground scrap generated by the manufacturer in the production of infants' feeding nipples.

(c) *Lambs' nipples.* The total weight of crude rubber and/or latex in each finished nipple shall not exceed 0.0105 pounds.

LIST 29—REGULATIONS FOR THE MANUFACTURE OF AIRPLANE TIRE AND TIRE CASINGS

(a) *General provisions.* (1) The crude rubber content of any tire or tire casing governed by this List 29 shall not include processing losses, crude rubber used in curing bags or latex used in the cord treatment. Latex, however, shall be consumed only in the treatment of nylon cord.

(2) On those sizes of synthetic rubber tires for which no "maximum content crude rubber" is designated, the tire construction and shall be of the synthetic type designated for the compounds thereof shall conform to the appropriate regulations set forth in List 22, Appendix II.

(3) S–7 synthetic construction may be substituted for S–5 synthetic construction wherever S–5 is designated in this List 29, subject, for Government orders, to the approval of the procuring agency. The "maximum content crude rubber" designated for S–5 shall also apply to S–7.

(4) The regulations contained in Army-Navy aeronautical Specification AN–C–55b (Casings: Aircraft Landing, Auxiliary and Beaching Tire), as amended, shall govern the following:

(i) The type of tread design used on tires listed in this List 29.

(ii) The use of rayon in tires listed in this List 29 (see also List 32 attached to this Appendix II).

(5) The "maximum content crude rubber" is based on rayon or nylon cord construction.

(b) *Manufacturing regulations.* The manufacture of airplane tires and tire casings shall be limited to the sizes, plies and tread types listed in this paragraph (b) (subject to the maximum crude rubber contents or compounds grades designated thereof.

TABLE A—AIRPLANE TIRES

Size	Ply	Type	Maximum content crude rubber in pounds: S–6	Maximum content crude rubber in pounds: S–4
7.7	8	Smooth contour landing	4.20	1.80
30	8	do	4.75	2.30
33	10	do	6.00	2.90
36	10	do	16.65	4.65
39	10	do	12.80	5.80
44	12	do	18.75	8.00
47	16	do	23.10	9.70
51	16	do	32.10	13.70
56	16	do		

(c) *Branding of tires.* All synthetic rubber airplane tires or tire casings shall have a brand permanently vulcanized on both sides of the tire, consisting of the appropriate synthetic construction identification, in characters at least three-eighths inch high, superimposed upon a rectangular colored medallion (with or without rounded corners or ends) at least five-eighths inch wide and one and one-fourth inches long, the appropriate color to be determined from paragraph (c) (2) of said List 22. When a brand with dimensions larger than the designated minimums is used, its dimensions shall be in the same relative proportions as the designated minimums.

(d) *Tolerances.* On those sizes in this List 29 for which a "maximum content crude rubber" is designated, a manufacturer shall have in each respective size, an operating tolerance on the content of crude rubber limited only by the maximum content designated.

LIST 30—REGULATIONS FOR THE MANUFACTURE OF RETREADING MATERIALS INCLUDING CAMELBACK (WING-DIE), CAPPING STOCK (BEVEL-DIE), LUG STOCK, BASE STOCK, PADDING STOCK, STRIPPING STOCK, FILLER STRIP AND FULL CIRCLE CURING TUBES.

(a) *General provisions.* (1) Crude rubber may be consumed in cements for application of cushion gum and in inks or cements for identification purposes.

(b) *Manufacturing regulations.* (1) The manufacture of retreading materials to fill both Government and civilian orders shall be limited to camelback (wing-die), capping stock (bevel-die), lug stock, base stock, padding stock, stripping stock, filler strip and cushion gum for application by the manufacturer to camelback, capping stock, lug stock and base stock and full circle curing tubes.

(2) The compounds used in manufacturing the items permitted by paragraph (b) (1) of this List 30 shall conform to the regulations shown in the following table:

RETREADING MATERIALS

Description of product	Percent by volume in compound: Crude rubber Max.	GR–S Min.	Total new rubber Max.	Total new rubber Min.	Total RHC plus syn. rubber Min.	Restrictions
'A' Camelback, capping stock, lug stock and base stock.[1]	0.0	65.0	.....	65.0	70.0	No restrictions on use for treading purposes.
'C' Camelback, capping stock, lug stock and base stock.[1]	0.0	45.0	50.0	45.0	60.0	No restrictions on use for treading purposes.
'F' Camelback and capping stock.[2,3]	0.0	0.0	0.0	0.0	5.0	Passenger only.
Padding stock	40.0	.....	.....	.....	.....	Max. thickness 3/16".
Stripping stock	30.0	.....	.....	.....	.....	Max. width 1".
Filler strip	30.0	.....	.....	.....	.....	Max. thickness 1/8", 2½" and 3½" widths only.
Full circle curing tubes	0.0	.....	.....	.....	.....	Crude rubber permitted only in valves, valve adhesion pads, splicing gum strips and cements, and identification inks and cements. Synthetic curing tubes shall be marked in accordance with List 25, Para. (c).

[1] Crude rubber may be consumed in cushion gum to be applied to Grades 'A' and 'C' treading materials, but the crude rubber so consumed shall not exceed, by weight, 2.0 percent of the total weight of treading material.

[2] Crude rubber may be consumed in cushion gum to be applied to Grade 'F' camelback or capping stock, but the crude rubber so consumed shall not exceed, by weight, 1.6 percent of the total weight of camelback.

[3] 'F' Grade camelback and capping stock shall not be manufactured in die sizes with crown widths wider than 5"

LIST 31—REGULATIONS FOR THE MANUFACTURE OF TANK BLOCKS, TREADS, AND BAND TRACKS

(a) *Manufacturing regulations.* The manufacture of tank blocks, treads and band tracks is subject only to the following regulations:

(1) The use of crude rubber shall conform to the regulations shown in Table A.

(2) GR–S synthetic rubber, reclaimed rubber and Classes 1 and 2 scrap rubber may be used in any amounts and in any proportions desired.

TABLE A—TANK BLOCKS, TREADS AND BAND TRACKS

Description of product:	*Maximum percent, by weight, of total hydrocarbon which may be crude rubber*
Band Tracks, Tractor, M–2	28.
Band Tracks, Tractor, M–7	50.
Band Tracks, Carrier, Cargo, M–29 and M–29C	50.
Band Tracks, Half-Track Vehicles	40.
Light Tank Track Blocks	8.
Medium Tank Track Blocks; Smooth Blocks T–51	8.
Chevron Blocks T–48	As required.
Tank Track Pin Bushings and Links	As required.
All Other	As required.

LIST 32—REGULATIONS FOR THE USE OF HIGH TENACITY RAYON CORD

(a) In the manufacture of rubber products, high-tenacity rayon cord may be used only for the following listed products.

Order of preference:	*Type of product*
1.	Airplane tires.
2.	Self-sealing fuel cells.
3.	Bullet-sealing hose.
4.	Combat (U. S.) tires including only cross-sections 8.00 and larger.
5.	Mileage contract bus tires: (a) Intercity bus tires of cross-section 9.00 and smaller in S–3, S–4, S–5, S–6 and S–7 synthetic constructions only. (b) Intercity bus tires of cross-sections 10.00 and larger in any crude rubber or synthetic rubber constructions. (c) City bus tires in S–3, S–4, S–5, S–6 and S–7 synthetic constructions only.
6.	Synthetic rubber truck and bus tires, including only: Tread Types: Standard low Platform Trailer. Sizes: 7.50 and up, 10 plies and more. Constructions: S–3, S–4, S–5, S–6 and S–7. Orders: Government and Civilian.
7.	Truck and bus tires, including only: Tread Types: Standard Highway and Mud-Snow. Sizes: 14.00–20–24, 20 plies. Constructions: Any. Orders: Government only.
8.	Synthetic rubber truck and bus tires, including only: Tread Types: Standard Highway, Mud-Snow. Sizes: 8.25 through 10.00, 10 plies and more. Constructions: S–4 and S–6. Orders: Government and Civilian.
9.	Truck and bus tires, including only: Tread Types: Standard Highway: Sizes: 8.25–20, 10 and 12 plies. 9.00–20, 10 plies. 9.00–20/36x8, 12 plies. 10.00–20–22, 12 plies. 11.00–20–22, 12 plies. Constructions: S–4, S–5, S–6 and S–7. Orders: Civilian only.
10.	Synthetic truck and bus tires including only: Tread Types: Standard Highway, Mud-Snow. Sizes: 11.00 and up, 12 plies and more. Constructions: S–4 and S–6. Orders: Government and Civilian.
11.	Synthetic special purpose tires including: Tread Types: Rock Service, Logger, Earthmover, and 18.00 and up Mud-Snow. Sizes: All. Constructions: S–4, S–5, S–6 and S–7. Orders: Government and Civilian.
12.	Synthetic truck and bus tires including only: Tread Types: Standard Highway, Mud-Snow. Sizes: 7.00 and 7.50, 10 plies. Construction: S–3 and S–4. Orders: Government and Civilian.
13.	Tire repair materials (to be made only from scrap rayon cord friction material resulting from the manufacture of products listed above).

(b) All available rayon for a given allocation period will be allocated in accordance with the order of preference in the above usage pattern, full allocations being made for total industry requirements for the first group before any allocations are made for the second group, and so on down the list until the entire supply of rayon available for that period has been allocated.

(c) Any person to whom rayon is allocated must consume it in the order of preference in the above usage pattern, arranging to fulfill all requirements in the first group before any is used in the second group, and so on down the list.

LIST 33—REGULATIONS FOR THE MANUFACTURE OF TIRE TUBE VALVES (EXCEPT BICYCLE TIRE TUBE VALVES)

(a) *Manufacturing regulations.* The manufacture of tire tube valves (excepting bicycle tire tube valves) of all sizes and types is subject only to the following regulations:

(1) The use of crude rubber or latex in the manufacture of tire tube valves shall conform to the regulations shown in Table A.

(2) GR–I, GR–S and reclaimed rubber may be used in any amounts and proportions desired.

TABLE A

Size	Type	Maximum percent crude rubber, by volume, of total RHC plus synthetic rubber
TR-13	All Types	0
TR-14	do	0
TR-15	All Types (except Airplane)	0
TR-25	All Types (except Airplane)	0
TR-35	All Types (except Airplane)	0
TR-75	Truck	0
TR-76	do	0
TR-78	do	0
TR-79	do	0
TR-175	do	0
TR-177	do	0
TR-179	do	0
TR-215	Tractor	50
TR-50	Hand Bendable	As required.
TR-150	do	Do.
TR-12	Airplane	Do.
TR-15	do	Do.
TR-20	do	Do.
TR-25	do	Do.
TR-35	do	Do.
TR-350	do	Do.
Miscellaneous	do	Do.

LIST 34—REGULATIONS FOR THE MANUFACTURE OF BICYCLE TIRES AND TUBES

(a) *Manufacturing regulations.* (1) The manufacture of bicycle tires (clincher, wire-edge or single tube) and tubes, including rim strips, valves, cots, washers and curing bags, to fill both Government and Civilian orders, is subject only to the following regulations:

(i) No crude rubber may be consumed for any purpose.

(ii) GR-S synthetic rubber, reclaimed rubber and Classes 1 and 2 scrap rubber may be used in any amounts and in any proportion desired.

(b) *Marking of synthetic tires and tubes.* (1) All tires containing synthetic rubber shall have a square or circular colored dot with a minimum dimension of at least three-eighths inch, permanently vulcanized on one side of the tire, the appropriate color to be determined from paragraph (c) (2) of List 22, Appendix II.

(2) All tubes containing synthetic rubber shall have a permanent circumferential colored stripe at least one-eighth inch wide applied on the base section of the tube. The appropriate color shall be determined from paragraph (c) (2) of List 22, Appendix II.

[F. R. Doc. 44-9660; Filed, July 1, 1944; 11:32 a. m.]

PART 4600—RUBBER, SYNTHETIC RUBBER, BALATA AND PRODUCTS THEREOF

[Rubber Order R-1, Appendix III, as Amended July 1, 1944]

Rubber Order R-1, Appendix III, is hereby amended in its entirety to read as follows:

Introductory

Appendix III to Rubber Order R-1 as amended is divided into two parts. Part A contains regulations applicable to the distribution or use of end products. Part B contains special or temporary manufacturing regulations which for the most part involve the conversion of products from crude rubber to synthetics. Part B manufacturing regulations govern in case of inconsistency with other provisions of Rubber Order R-1.

Appendix III will be reissued from time to time for the purpose of deleting or revising special or temporary regulations.

A. *End Product Regulations*

§ 4600.30 *Acquisition of tires and tubes for original equipment.* In order to obtain tires and tubes for original equipment, a manufacturer must certify his purchase order in substantially the following form signed by an authorized official unless the tires are subject to the Tire Allotment Plan (Appendix IV of this order), in which case the tires may be obtained only under Appendix IV:

The undersigned hereby certifies, subject to the criminal penalties for misrepresentation contained in section 35 (A) of the United States Criminal Code, that the tires listed on the attached purchase order are required by him for mounting on original equipment and that the deliveries specified will not result at any time in an inventory exceeding 30 days' supply based upon his total authorized monthly production.

Authorized official.

Use of the above certification constitutes a representation that the deliveries scheduled will not result in the acquisition of more tires and tubes (including inventory) than are required for the particular manufacturer's production of vehicles or equipment during the 30-day period following each scheduled delivery. In the event of a decrease in the number of products actually required, the manufacturer shall notify his supplier of the reduction, and the scheduled deliveries shall be revised accordingly.

§ 4600.31 *Acquisition of industrial type tires and tubes and solid tires for replacement purposes.* (a) No person shall deliver or accept delivery of any pneumatic tire described in paragraph (b) below for replacement on any passenger automobile, motorcycle, bus, farm implement, farm tractor or commercial motor vehicle except in accordance with OPA Ration Order 1A. The following certification procedure is applicable only to new pneumatic tires and tubes of the sizes and types described below for replacement on other types of vehicles and equipment and to any industrial or highway solid tire for replacement purposes regardless of the type of vehicle or equipment.

For example, a person who wishes to replace a straight side pneumatic tire in size 4.00–12 on a passenger car or small delivery truck, may do so only under the ration order. On the other hand, a person who requires the same tire for replacement on material handling equipment such as an industrial power truck uses the certification procedure.

Replacement tires or tubes of the following types are subject to the provisions of the ration order, even though the tires or tubes are required for industrial equipment: passenger, motorcycle, truck-bus and special purpose, or farm tractor-implement.

(b) *Certification of purchase orders.* No person shall deliver any tires or tubes for replacement purposes (except as otherwise provided in OPA Ration Order 1A) in the following classifications:

(1) Any straight side pneumatic tire designed primarily for industrial use up to and including size 4.50–12 and the following sizes: 6.00–9, 7.50–10, 7.50–15 (4-ply, smooth tread only) and 9.00–10;

(2) Any single tube pneumatic tire designed primarily for industrial use;

(3) Any industrial or highway solid tire:

Unless the person acquiring the same shall attach to his purchase order a certification in substantially the following form signed by an authorized official either manually or as provided in Priorities Regulation No. 7:

The undersigned hereby certifies to
---(insert name and address of seller) and to the War Production Board that he is familiar with Rubber Order R-1 and that the products listed on this purchase order are required by him for replacement purposes within 30 days from the date of this certification and do not include any pneumatic tires or tubes for any passenger automobile, motorcycle, bus, farm implement, farm tractor, or commercial motor vehicle.

Date

Name of Purchaser

Authorized Official

Definitions of the vehicles and equipment for which replacement tires or tubes may not be obtained by certification are set forth in OPA Ration Order 1A.

(c) *Preference ratings.* Tires and tubes which are subject to the foregoing certification procedure may be produced or delivered to fill civilian orders for replacement purposes (identified by certification) without regard to preference ratings. Any rating purporting to be applied or extended to any such tires or tubes for replacement purposes shall be void and no person shall give any effect to it except in filling Government orders.

§ 4600.32 *Lifesaving suits.* No person shall deliver or accept delivery of any lifesaving suit except for use on board an ocean or coastwise cargo or tank vessel of over 1,000 gross tons, and then only in accordance with regulations of the United States Coast Guard.

This section does not apply, however, to deliveries made to or for the account of the United States Army, Navy, Coast Guard or any foreign country under the provisions of the Act of March 11, 1941, entitled "An Act to Promote the Defense of the United States" (Lend-Lease Act). In addition, dealers may acquire lifesaving suits for resale under this section.

"Lifesaving suit" means any suit approved by the United States Coast Guard, made in whole or in part of rubber or synthetic rubber, designed for use with an approved life preserver and intended for rescuing or preserving the lives of seamen.

§ 4600.33 *Crude rubber or latex gloves.* No person shall manufacture light weight gloves from crude rubber or natural latex except for sale to resellers or to institutions for use by surgeons. No reseller shall sell any such gloves acquired after July 1, 1944 except to institutions for use by surgeons under orders rated under CMP Regulation 5–A.

Use of the certification provided in CMP Regulation 5–A constitutes a representation by the institution to its supplier that it requires light weight gloves manufactured from crude rubber or natural latex for use by surgeons.

"Firsts" in resellers' inventories as of July 1, 1944, "seconds", and "rejects", however, may be sold for any professional, industrial, commercial, educational or laboratory use under the certification procedure provided in § 4600.34 for light weight synthetic rubber gloves.

The restrictions of this section shall not apply to U. S. Army and Navy orders.

§ 4600.34 *Miscellaneous products.* No person shall deliver any of the following listed products to fill civilian orders unless the purchaser certifies to his supplier in substantially the following form:

The undersigned certifies, subject to the criminal penalties for misrepresentation contained in section 35 (A) of the United States Criminal Code, that the products purchased by him are required for a permitted use specified in Rubber Order R-1, in connection with his business or profession (or if reseller, substitute the following clause—that the products purchased by him will be sold only in accordance with Rubber Order R-1 as amended).

Purchaser or authorized official.

This section does not apply to Government orders.

Product description	*Permitted uses*
Any synthetic rubber glove less than 12" in length and with a customary gauge of less than 0.026 inches including rubberized fabric gloves, netlined gloves (except hand made gloves of calendered stock and electricians' gloves). Also "seconds" or "rejects" including those manufactured from crude rubber or natural latex.	For any professional, industrial, commercial, educational, or laboratory use, excluding any household or domestic use.
Rubber bands	For agricultural purposes and for the processing of products or materials, excluding stationery or office supply uses.
Fabric backed pressure sensitive tape (except high heat resistant and noncorrosive electrical tape).	Repair of transportation facilities: Maintenance and manufacture of industrial and mining equipment; the manufacture of the following products and parts thereof: (a) Aircraft, (b) Armored tanks, (c) Ships, (d) Army transport vehicles, (e) Guns, (f) Small arms, (g) Signalling devices, (h) Precision instruments, (i) Munitions, (j) Electrical equipment, (k) Machine tools, (l) Vehicles for common carriers and related transportation facilities. Splicing cotton jacketed cellulose gaskets for sealing drums and paint pails; production and shipping of photographic and motion picture film and X-ray film; sealing containers used to maintain sterility or vacuum in the manufacture of medicine and drugs; industrial and wholesale packaging of drugs and chemicals.

A person who has filed the above certification with his supplier need not certify subsequent purchases of the same products. The certification shall be deemed applicable to all purchases, unless the purchaser notifies his supplier to the contrary.

A supplier may continue to fill orders for fabric backed pressure sensitive tape under the form certification previously required for purchases of pressure sensitive tape.

B. *Temporary or Special Manufacturing Regulations*

§ 4600.40 *Tires and tubes.* The following regulations are applicable to tires and tubes notwithstanding other regulations contained in Rubber Order R-1 as amended:

(a) *Solid tires.* List 24, Appendix II, regulates the use of crude rubber in solid tires. Until July 15, 1944, crude rubber may, however, be consumed for cements and/or tie gum (or hard base) not exceeding ten percent by weight of the sum of the crude rubber, synthetic rubber and reclaimed rubber hydrocarbon contents.

(b) *Synthetic construction, airplane tires.* List 29, Appendix II, regulates the manufacture of airplane tires, but synthetic construction shall be used in the manufacture of airplane tires in accordance with the following regulations:

Size	Synthetic construction	Mandatory date
4, 6 and 8 ply (including Nylon construction)	S–6	May 1, 1944
10 and 12 ply (excepting Nylon construction)	S–6	Do.
10x3/4 ply HPA (excepting Nylon construction)	S–4	June 1, 1944
6.00—6/4 ply LPL (excepting Nylon construction)	S–4	Do.
6.50—10/6 ply LPL (excepting Nylon construction)	S–4	Do.
7.00—6/4 ply LPL (excepting Nylon construction)	S–4	Do.
6.50—10/6 ply LPL (excepting Nylon construction)	S–4	Do.
7.00—6/4 ply LPL (excepting Nylon construction)	S–4	Do.
7.50—10/6 ply LPL (excepting Nylon construction)	S–4	Do.
8.50—10/6 ply LPL (excepting Nylon construction)	S–4	Do.
8.90—12.50/4 ply LPL (excepting Nylon construction)	S–4	Do.
5.00—4/6 ply LPA (excepting Nylon construction)	S–4	Do.
7.00—5/4 ply LPA (excepting Nylon construction)	S–4	Do.
8.00—5/6 ply LPA (excepting Nylon construction)	S–4	Do.
9.50—12/6 ply LPBG (excepting Nylon construction)	S–4	Do.
11.00—12/8 ply LPBG (excepting Nylon construction)	S–4	Do.
10 and 12 ply (including Nylon construction)	S–6	July 1, 1944
14 ply and up (including Nylon construction)	S–6	Aug. 1, 1944
All 4, 6 and 8 ply (excepting Nylon construction)	S–4	Do
All 4, 6 and 8 ply (including Nylon construction)	S–4	Oct. 1, 1944

When nylon is used the S–6 or S–4 construction may be used at the option of the manufacturer and subject to the approval of the procuring agency, in which case those regulations designated for S–6 and S–4 constructions shall apply to nylon tires. If the S–6 or S–4 construction is not used with nylon prior to the date on which it is mandatory, as shown above, then the S–5 (or S–7) construction shall be used and shall conform to the regulations for S–5 (or S–7) construction as set forth in List 22, Appendix II, Rubber Order R–1, as amended.

Airplane tires in 14 plies and up may be manufactured in S–6 construction at the option of the manufacturer and subject to the approval of the procuring agency, in which case those regulations designated for S–6 construction shall apply. If the S–6 construction is not used prior to the date on which it is mandatory, as shown above, then the S–5 (or S–7) construction shall be used and shall conform to the regulations for S–5 (or S–7) construction as set forth in List 22, Appendix II, Rubber Order R–1, as amended.

(c) *Truck-bus tires.* List 24, Appendix II, regulates the manufacture of tires and tire casings except airplane and bicycle tires. The tires listed below, however, may be manufactured in accordance with the following regulations until the applicable expiration date indicated:

(1) The following regulations effective until July 15, 1944, applicable to Civilian orders only:

[1] Crude rubber may be consumed in cushion gum to be applied to Grade "S" Camelback or capping stock, but the crude rubber so consumed shall not exceed, by weight, 1.5 percent of the total weight of camelback. The use of tread buffings is permitted.

[2] Grade camelback and capping stock shall not be manufactured in die sizes with crown widths wider than 5.

(e) *Tire and tube repair materials.* List 23, Appendix II, regulates the manufacture of tire and tube repair materials. Until July 15, 1944, however, tire and tube repair materials may be manufactured in accordance with the following regulations:

TIRE AND TUBE REPAIR MATERIALS

Description of item	Percent by volume in compound					Restriction
	Crude rubber GR-S		Total new rubber		Total RHC plus GR-S	
	Max.	Min.	Max.	Min.	Min.	
(1) Bulk tire repair materials:						
(a) Tread repair stock (1/16" max. ga.)	30.0	30.0	----	57.5	65.0	For Civilian orders only
	44.5	15.0	----	57.5	65.0	For Civilian orders only
	40.0	40.0	----	75.0	78.0	For Gov't. orders only
(b) Repair cushion stock	40.0	20.0	----	75.0	78.0	For Civilian orders only
	60.0	40.0	----	75.0	78.0	For Gov't. orders only
(c) Cord repair friction (.047 max. ga.)	60.0	20.0	----	75.0	78.0	For Civilian orders only
	40.0	40.0	----	75.0	78.0	For Gov't. orders only
(d) Sq. woven fabric friction	40.0	20.0	----	75.0	78.0	For Civilian orders only
	60.0	40.0	----	75.0	78.0	For Gov't. orders only
(e) Cements (cold cure)	Min. 25 pound crude rubber per gallon.					
(f) Cements (vulcanizing)	Min. 55 pound crude rubber per gallon.					
(2) Tire patches:[1]						
(a) Uncured—vulcanizing type:						
Body	60.0	20.0	----	75.0	78.0	
Facing	60.0	20.0	----	75.0	78.0	
(b) Cured and semi-cured—vulcanizing type:						
Body	0.0	0.0	----	0.0	73.0	
Facing	6.0	0.0	----	0.0	58.0	
(c) Temporary emergency—cold cure type (composite)	0.0	0.0	----	0.0	58.0	
(d) Tire retreaders						For Civilian orders only
(3) Tube patches:						
(a) Combination tube repair gum (cured back, uncured face)	50.0	0.0	----	48.0	65.0	For Gov't. orders only
(b) Tube repair gum (uncured)	60.0	0.0	----	48.0	65.0	
(c) Hot patch gum (uncured)	73.0	0.0	----	73.0	73.0	
(d) Tube repair valve repair patches (composite)	60.0	20.0	----	73.0	73.0	
(e) Tube replacement valve facing	60.0	20.0	----	75.0	78.0	
(4) Sectional base	50.0	----	----	----	----	

[1] Crude rubber may be consumed in cements for adhesion purposes in manufacturing tire patches.

§ 4600.41 *Wire and cable.* The following regulations are applicable to wire and cable notwithstanding other regulations of Rubber Order R–1 as amended.

(a) *Insulation.* List 27, Appendix II, regulates the use of crude rubber and latex in wire and cable insulation. Until October 1, 1944, the following ignition cables may be manufactured in accordance with the regulations set forth below:

Item	Specification	Insulation compound
Aircraft ignition cable	32427, AN–J–56	W–A.A. W–A.A.

(3) Until July 15, 1944, intercity bus mileage tires in cross-sections 7.50 and down, all piles, may be manufactured in S–5 synthetic construction.

(d) *Retreading materials.* List 30, Appendix II, regulates the manufacture of retreading materials. Until July 15, 1944, however, retreading materials may be manufactured in accordance with the following regulations:

RETREADING MATERIALS

Description of product	Percent by volume in compound					Restrictions
	Crude rubber GR-S		Total new rubber		Total RHC plus synthetic rubber	
	Max.	Min.	Max.	Min.	Min.	
"A" Camelback, capping stock and lug stock	0.0	65.0	----	65.0	70.0	No restrictions on use for treading purposes.
"C" Camelback, capping stock and lug stock	0.0	45.0	50.0	45.0	60.0	No restrictions on use for treading purposes.
"P" Camelback and capping stock [1]	0.0	0.0	0.0	0.0	50.0	Passenger only.
Cushion gum	60.0	30.0	----	50.0	60.0	For "A" and "C" Camelback, capping stock and lug stock only.
Base stock	44.5	15.0	----	57.5	65.0	For use only with lug stock in open steam curing.
Fiddling stock	60.0	20.0	----	75.0	75.0	Max. thickness ¼".
Repair stock	44.5	15.0	----	57.5	65.0	Max. width ½".
Filler strip	44.5	15.0	----	57.5	65.0	Max. thickness ¼", ⅜" and ½" widths only.
Full circle curing tubes	0.0	----	----	----	----	Crude rubber permitted only in valves, valve adhesion pads, splicing gum strips and cements, and chemicals. Synthetic curing tubes shall be marked in accordance with List 25, Para. (d).

(2) The following regulations effective until September 1, 1944:

Size	Ply	Tread type	Construction	Maximum current crude rubber in pounds
11.00–18	12	Highway	AB-Cotton	53.00
11.00–20	12	Mud-Snow	AB-Cotton	62.00
11.00–24	12	Highway	AB-Cotton	76.00
12.00–20	14	do	AB-Cotton	83.00
12.00–24	14	do	AB-Cotton	94.00
13.00–20	16	do	AB-Cotton	94.00
13.00–24	10	do	AB-Cotton	106.00

Size	Ply	Tread type	Compound designation	Maximum content crude rubber in pounds			
			Civilian orders	Government orders	Civilian orders		Government orders	
					Rayon	Cotton	Rayon	Cotton
7.00–18	10	Standard highway	S–6	S–6	----	9.40	----	8.70
–20/32 x 6	10	do	S–6	S–6	----	4.30	----	4.30
–20/32 x 6	10	Mud-snow	S–6	S–6	----	10.00	----	10.00
24/36 x 6	10	Standard highway	S–6	S–6	----	11.00	----	11.00
7.50–20/34 x 7	10	do	S–6	S–4	----	5.00	----	5.00
–20/34 x 7	10	Mud-snow	S–4	S–4	----	12.00	----	12.00
–24/38 x 7	10	Standard highway	S–6	S–6	----	----	----	----

(3) Until July 15, 1944, intercity bus mileage tires in cross-sections 7.50 and down, all piles, may be manufactured in S–5 synthetic construction.

(d) *Retreading materials.* List 30, Appendix II, regulates the manufacture of retreading materials. Until July 15, 1944, however, retreading materials may be manufactured in accordance with the following regulations:

RETREADING MATERIALS

Description of product	Percent by volume in compound					Restrictions
	Crude rubber GR-S		Total new rubber		Total RHC plus synthetic rubber	
	Max.	Min.	Max.	Min.	Min.	
"A" Camelback, capping stock and lug stock	0.0	65.0	----	65.0	70.0	No restrictions on use for treading purposes.
"C" Camelback, capping stock and lug stock	0.0	45.0	50.0	45.0	60.0	No restrictions on use for treading purposes.
"P" Camelback and capping stock [1]	0.0	0.0	0.0	0.0	50.0	Passenger only.
Cushion gum	60.0	30.0	----	50.0	60.0	For "A" and "C" Camelback, capping stock and lug stock only.
Base stock	44.5	15.0	----	57.5	65.0	For use only with lug stock in open steam curing.
Fiddling stock	60.0	20.0	----	75.0	75.0	Max. thickness ¼".
Repair stock	44.5	15.0	----	57.5	65.0	Max. width ½".
Filler strip	44.5	15.0	----	57.5	65.0	Max. thickness ¼", ⅜" and ½" widths only.
Full circle curing tubes	0.0	----	----	----	----	Crude rubber permitted only in valves, valve adhesion pads, splicing gum strips and cements, and chemicals. Synthetic curing tubes shall be marked in accordance with List 25, Para. (d).

Issued this 1st day of July 1944.

RUBBER DIRECTOR,
WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–9661; Filed, July 1, 1944; 11:33 a. m.]

Chapter XI—Office of Price Administration

PART 1305—ADMINISTRATION

[Gen. RO 8,[1] Amdt. 9]

GENERAL PROHIBITIONS, PENALTIES AND CONDITIONS

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

General Ration Order No. 8 is amended in the following respects:

1. A new section 2.19 is added to read as follows:

SEC. 2.19 *Miscellaneous.* Nothing in this or any other ration order issued by the Office of Price Administration shall be construed to contain any requirement as to the observance of any regulation, order, license or requirement issued or prescribed pursuant to the Emergency Price Control Act or the Stabilization Act of 1942.

2. Section 4.1 of General Ration Order 8 is amended to read as follows:

SEC. 4.1 *Suspension orders.* (a) Any person who violates a ration order may, by administrative suspension order, be prohibited from receiving any transfer or delivery of, or from selling, using or otherwise disposing of, any rationed commodity. Proceedings for suspension orders shall be in accordance with the provisions of Revised Procedural Regulation No. 4 of the Office of Price Administration.

This amendment shall become effective July 1, 1944.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Directive 1, 7 F.R. 562; Sec. of Agr. War Food Order No. 56, 8 F.R. 2005; War Food Order No. 58, 8 F.R. 2251; War Food Order No. 59, 8 F.R. 3471; War Food Order No. 61, 8 F.R. 3471; War Food Order No. 64, 8 F.R. 7093)

Issued this 1st day of July 1944.

IVAN D. CARSON,
Acting Administrator.

[F. R. Doc. 44–9712; Filed, July 1, 1944; 4:34 p. m.]

PART 1305—ADMINISTRATION

[Supp. Order 91]

EXEMPTION FROM PRICE CONTROL OF CERTAIN COMMODITIES, SERVICES, COMMODITY TRANSACTIONS AND SERVICE TRANSACTIONS IN THE TERRITORY OF HAWAII

A statement to accompany this Supplementary Order No. 91 has been issued simultaneously herewith and has been filed with the Division of the Federal Register.* For the reasons set forth in that statement, and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Orders 9250 and 9328, it is hereby ordered, that:

§ 1305.119 *Exemption from price control of certain commodities, services, commodity transactions and service transactions in the Territory of Hawaii.* (a) Nothwithstanding the provisions of any regulation or order issued prior to the effective date of this order by the Office of Price Administration which are effective in the Territory of Hawaii, all sales by any person of the following listed commodities, services, commodity transactions and service transactions are exempt from price control either absolutely, or where the exemption is qualified, upon the conditions and to the extent qualified.

(1) Those commodity transactions excepted from the General Maximum Price Regulation under the provisions of Revised Supplementary Regulation No. 1.

(2) Those services excepted from the General Maximum Price Regulation under the provisions of Revised Supplementary Regulation No. 11.

(3) Those commodities controlled under Maximum Price Regulation 429—Certain Used Consumer Goods; Maximum Price Regulation 139—Used Household Mechanical Refrigerators; Maximum Price Regulation 294—Used Vacuum Cleaners; Maximum Price Regulation 372—Used Washing Machines; and Maximum Price Regulation 320—Used Bedsprings, when sold in connection with and as a part of a bona fide sale of real estate.

(4) Sales of any commodity by an administrator or executor in liquidation of the assets of an estate (other than in connection with the continuation of a business) pursuant to statutory authority granted such administrator or executor under the provisions of the Revised Laws of Hawaii.

This Supplementary Order No. 91 shall become effective July 8, 1944.

Issued this 3d day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–9752; Filed, July 3, 1944; 11:59 p. m.]

PART 1315—RUBBER AND PRODUCTS AND MATERIALS OF WHICH RUBBER IS A COMPONENT

[MPR 415,[1] Amdt. 7]

CERTAIN FEDERAL GOVERNMENT PURCHASES OF NEW RUBBER TIRES AND TUBES

A statement of the considerations involved in the issuance of this amendment issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 4 (c) is amended to read as follows:

(c) *Packing expenses.* The maximum prices fixed by this regulation include all expenses for standard government packing, and Revised Supplementary Order No. 34[2] shall not apply to such packing. However, Revised Supplementary Order 34 may be applied in the case of special government packing for overseas shipments.

This amendment shall become effective July 8, 1944.

Issued this 3d day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–9753; Filed, July 3, 1944; 12 m.]

PART 1340—FUEL

[RMPR 122,[1] Amdt. 25]

SOLID FUELS SOLD AND DELIVERED BY DEALERS

A statement of considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of Federal Register.*

Revised Maximum Price Regulation No. 122 is amended in the following respects:

1. In § 1340.254 (c), new Rule 7 is added to read as follows:

Rule 7. Notwithstanding other provisions of this regulation, if a dealer is charged a price for oil or chemical treatment of coal, the dealer, on his sales of such treated coal, may charge a maximum price equal to his maximum price for the same coal untreated plus the treatment charge made of him by his supplier: *Provided,* That this Rule 7 shall not apply unless the treated coal is kept separate and is not mixed with untreated coal. The dealer shall state the treatment charge separately from all other items on his invoice.

2. Section 1340.256 (c) (1) is amended to read as follows:

(1) In the case of bituminous coal prepared at the dock as double-screened or lump sizes, the amount per net ton specified for the solid fuels following:

From mines in District Nos. 1, 2, 4 or 6	$0.80
From mines in District No. 3 (except medium volatile in Price Classification A)	.80
From mines in District No. 3 and in Price Classification a: medium volatile	1.05
From mines in District Nos. 7 or 8: low volatile	1.35
From mines in District Nos. 7 or 8: medium or high volatile	1.05

The maximum price for each size and kind of dock run bituminous coal shall be 50 cents per net ton lower than the maximum price for the same size and kind of coal when rescreened at the dock.

3. Section 1340.256 (c) (2) is amended to read as follows:

(2) in the case of bituminous coal in all other sizes, the amount per net ton specified for the solid fuels following:

From mines in District Nos. 7 and 8: low volatile screenings and run-of-mine	$0.75
From mines in District Nos. 1, 2, 3, 4, 6, 7 or 8: high volatile screenings and run-of-mine	.65
From mines in District Nos. 1, 2, 3, 4 or 6: high volatile stoker size	.65
From mines in District Nos. 7 or 8: high volatile stoker size	.95

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 3783, 5677, 9626, 15455; 9 F.R. 402, 1325, 2746, 4196, 4878.

[1] 8 F.R. 8923, 10558, 10725, 14984, 16280, 9 F.R. 684, 5724.

[2] 8 F.R. 12404, 14073.

[1] 9 F.R. 2128, 2477, 3966, 4438.

From mines in District Nos. 7 or 8: low volatile stoker size ..... .75

4. In § 1340.256 (c) (3), the third column of additions and its heading are deleted; and in the heading of the second column, the comma after 1944 is deleted and the words, "to and including June 30, 1944" are deleted.

This amendment shall become effective July 1, 1944.

Issued this 1st day of July 1944.

IVAN D. CARSON,
Acting Administrator.

[F. R. Doc. 44-9710; Filed, July 1, 1944; 4:36 p. m.]

PART 1351—FOOD AND FOOD PRODUCTS

[MPR 53,[1] Amdt. 25]

FATS AND OILS

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

A new section 11.12 is added to read as follows:

SEC. 11.12 *Maximum prices are for processors and for other sellers who would otherwise have lower ceilings.* The above maximum prices are maximum prices for processors. They are also the maximum prices for any other sellers whose maximum prices, as established under any other regulation, would be less than the maximum prices hereinabove established for processors.

This amendment shall be effective July 8, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 3d day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9755; Filed, July 3, 1944; 12 m.]

PART 1351—FOOD AND FOOD PRODUCTS

[MPR 53,[1] Amdt. 26]

FATS AND OILS

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

Section 1.5 is amended to read as follows:

SEC. 1.5 *Imports and exports, adjustment of maximum prices caused by variances in freight and insurance charges.* (a) The maximum prices hereinafter established by this Maximum Price Regulation No. 53 for fats and oils shipped into the United States by ocean transportation shall include the charges prevailing on October 1, 1941, for freight, war risk insurance, and marine insurance connected with such transportation.

Increase in such charges may be added only if such charges have been actually incurred by the seller on such sale. Decreases in such charges shall be subtracted from the maximum prices hereinafter established by this Maximum Price Regulation No. 53.

(b) The maximum prices at which a person may export fats and oils for which maximum prices are established by this Maximum Price Regulation No. 53 outside the continental limits of the United States shall be determined in accordance with the provisions of the Second Revised Maximum Export Price Regulation issued by the Office of Price Administration.

This amendment shall become effective July 8, 1944.

Issued this 3d day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9756; Filed, July 3, 1944; 12 m.]

PART 1364—FRESH, CURED AND CANNED MEAT AND FISH PRODUCTS

[MPR 364,[1] Amdt. 19]

FROZEN FISH AND SEAFOOD

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

Maximum Price Regulation No. 364 is amended in the following respects:

1. Section 2 is amended to read as follows:

SEC. 2. *How processors' maximum prices are fixed*—(a) *General rule.* The processor's maximum price for sales of frozen fish or seafood, except as otherwise provided in paragraphs (b), (c), (d) and (e) of this section, is the applicable listed base price in section 14, with any appropriate adjustment for kind of package as provided in section 13, plus any transportation cost allowable under section 3a (a). This is the maximum price f. o. b. shipping point nearest freezer or other warehouse.

(b) *Branch warehouse sales.* Where the processor receives frozen fish or seafood in carload lots at a warehouse remote from the original freezer and sells and delivers such frozen fish or seafood in less-than-carload lots from the stock of such warehouse, his maximum price f. o. b. shipping point nearest warehouse for such sales to wholesalers, government agencies, retailer-owned cooperatives or chain store warehouses is the applicable listed base price in section 14, with any appropriate adjustment for kind of package as provided in section 13, plus any transportation cost allowable under section 3a (a) (1), plus a mark-up of 12 percent applied to the sum of the foregoing, plus any transportation cost allowable under section 3a (a) (2).

However, the prices established in this paragraph (b) may be charged by such processor only if he has two or more full-time employees stationed in the city where such warehouse is located and such employees are engaged in selling and handling frozen fish or seafood at such warehouse solely for such processor. Furthermore, the prices established in this paragraph (b) apply only to sales of those species of frozen fish or seafood which the processor, during the greater portion of the year preceding April 13, 1943, received at such warehouse for the most part in carload lots and sold and delivered from such warehouse for the most part in less-than-carload lots.

(c) *Cash and carry sales to retailers and purveyors of meals.* The processor's maximum price for sales of frozen fish and seafood ex freezer, platform or other warehouse to individual retailers or purveyors of meals is the applicable listed base price in section 14, with any appropriate adjustment for kind of package as provided in section 13, plus any transportation cost allowable under section 3a (1), plus a mark-up of 15 percent applied to the sum of the foregoing, plus any transportation cost allowable under section 3a (a) (2).

(d) *Service and delivery sales to retailers and purveyors of meals.* The processor's maximum price for sales of frozen fish and seafood to individual retailers or purveyors of meals, where the processor delivers such fish or seafood in his own motor truck or wagon or in a motor truck or wagon used solely for his own deliveries from his established place of doing business to the individual retail store or to the place of doing business of the purveyor of meals, is the applicable listed base price in section 14, with any appropriate adjustment for kind of package as provided in section 13, plus any transportation cost allowable under section 3a (a) (1), plus a mark-up of 12 percent applied to the sum of the foregoing, plus any transportation cost allowable under section 3a (a) (2).

However, the prices established in this paragraph (b) may be charged by such processor only if he has two or more full-time employees stationed in the city where such warehouse is located and such employees are engaged in selling and handling frozen fish or seafood at such warehouse solely for such processor. Furthermore, the prices established in this paragraph (b) apply only to sales of those species of frozen fish or seafood which the processor, during the greater portion of the year preceding April 13, 1943, received at such warehouse for the most part in carload lots and sold and delivered from such warehouse for the most part in less-than-carload lots.

(c) *Cash and carry sales to retailers and purveyors of meals.* The processor's maximum price for sales of frozen fish and seafood ex freezer, platform or other warehouse to individual retailers or purveyors of meals is the applicable listed base price in section 14, with any appropriate adjustment for kind of package as provided in section 13, plus any transportation cost allowable under section 3a (1), plus a mark-up of 15 percent applied to the sum of the foregoing, plus any transportation cost allowable under section 3a (a) (2).

(d) *Service and delivery sales to retailers and purveyors of meals.* The processor's maximum price for sales of frozen fish and seafood to individual retailers or purveyors of meals, where the processor delivers such fish or seafood in his own motor truck or wagon or in a motor truck or wagon used solely for his own deliveries from his established place of doing business to the individual retail store or to the place of doing business of the purveyor of meals, is the applicable listed base price in section 14, with any appropriate adjustment for kind of package as provided in section 13, plus any transportation cost allowable under section 3a (a) (1), plus a mark-up of 12 percent applied to the sum of the foregoing, plus any transportation cost allowable under section 3a (a) (2).

(e) *Special provisions applicable to processors' sales of frozen halibut.* The processor in determining his maximum price for frozen halibut under the provisions of paragraph (a), (b), (c) or (d) of this section 2 shall use as the base price plus any transportation allowance the lowest amount determined by the application of the following three: (1) The appropriate base price listed in section 14 for frozen halibut which was originally landed fresh on the Pacific Coast of the Continental United States plus the rail rate for frozen fish for the type of shipment used from Seattle, Washington, to the processor's distribution point; (2) the appropriate base price listed in section 14 for frozen halibut which was originally landed fresh on the Pacific Coast of Canada plus the rail rate for frozen fish for the type of shipment used from Prince Rupert, British Columbia, to the processor's distribution point or (3) the appropriate base price listed in section 14 with respect to the point of landing plus the transportation allowance provided in section 3a (a).

2. Section 3 (a) is amended to read as follows:

(a) *General instructions.* Each wholesaler's maximum price for the kind of frozen fish or seafood listed in section 14 is found by multiplying his "net cost", as defined in the following paragraph (b), by the appropriate percentage mark-up figure, set out in the following paragraphs (c) and (d), adding the result to the net cost, and adding thereto the allowance in section 3a (b) (2) for transportation between warehouses of the same wholesaler, when such transportation is involved.

3. Section 3 (b) is amended to read as follows:

(b) *Net cost.* (1) Except as otherwise provided in subparagraphs (2) and (3) of this paragraph the wholesaler's "net cost" is the amount he paid for the particular item of frozen fish or seafood delivered at his established place of doing business, plus or minus any appropriate package differentials listed in section 13, less all discounts allowed him except the discount for prompt payment, and excluding all charges for local trucking, hauling and handling.

When a wholesaler buys frozen fish or seafood in a style of processing for which a base price is listed in section 14 and further processes it in a style of processing for which a different price is listed, he may add to his net cost the difference between the two base prices.

(2) The wholesaler's "net cost" must not exceed the sum of the following: (i) the applicable listed base price in section 14, plus or minus (ii) any appropriate package differentials listed in section 13 added or subtracted by previous handlers of the fish or seafood, plus (iii) allowable transportation costs added by previous handlers of the fish or seafood, plus (iv) the appropriate mark-up, if any, allowed his supplier, plus or minus (v) any package differentials listed in section 13 for repackaging, if any, by the wholesaler, plus (vi) allowable transportation costs for delivery of the frozen fish or seafood to the wholesaler's established place of doing business, from his supplier's place of business, exclusive of local trucking, hauling and handling charges.

(3) *Net cost for sales of halibut.* The wholesaler, in determining his "net cost" for sales of frozen halibut in accordance with the provisions of section 3 (b) (1) and (2), shall use as the base price plus any transportation allowance permitted him or his supplier the lowest amount determined by the application of the following three: (1) The appropriate base price listed in section 14 for frozen halibut which was originally landed fresh on the Pacific Coast of the Continental United States plus the rail rate for frozen fish for the type of shipment used from Seattle, Washington, to his established place of business; (2) the appropriate base price listed in section 14 for halibut which was originally landed fresh on the Pacific Coast of Canada plus the rail rate for frozen fish for the type of shipment from Prince Rupert, British Columbia, to his established place of business; (3) the appropriate base price listed in section 14 with respect to the point of landing plus the transportation allowance permitted him or his supplier in section 4.

4. Section 3 (c) is amended to read as follows:

(c) *Wholesaler's mark-up for different classes of sales.* Mark-up is the percentage over net cost set forth hereinafter for the type of sale involved. To obtain the selling price, multiply the net cost by the percentage mark-up figure; the result added to the net cost is the selling price. The mark-up which applies in any particular sale depends on the class in which the buyer and seller fall and the kind of service performed in the particular sale. The classes, types of service, and mark-ups are set forth in the following paragraph (d).

No wholesaler who purchases frozen fish or seafood from another wholesaler or from a processor whose sales are governed by section 2 (b) may sell such frozen fish and seafood to other wholesalers at a price higher than his supplier's maximum price plus transportation cost allowable under section 3a (b) (1).

In no event shall the price charged for a sale to an individual retailer or purveyor of meals include more than one mark-up of either 7 percent or 12 percent, as the case may be (regardless of whether the mark-up is taken pursuant to this section or section 2), and one retailer-owned cooperative or cash and carry or service and delivery wholesaler mark-up.

5. Section 3 (d) (1) is amended to read as follows:

(1) *Primary wholesalers.* Primary wholesalers with respect to any species of fish or seafood listed in the table of base prices of section 14 are wholesalers who buy frozen fish or seafood from processors in carload lots and distribute it for resale to other wholesalers, government agencies, retailer-owned cooperatives or chain store warehouses in less-than-carload lots, and who, during the greater part of the year preceding April 13, 1943, bought the greater portion of the frozen fish or seafood they sold in carload lots and distributed the greater portion of such fish or seafood in less-than-carload lots. In the sale of frozen fish or seafood which has been unloaded, stored and warehoused in the regular course of his business, the primary wholesaler's mark-up is 12 percent. In the case of sales of fish or seafood which has not been stored and warehoused, the primary wholesaler's mark-up is 7 percent. In the case of sales involving delivery from the processor's cold storage warehouse to the primary wholesaler's customer, there is no mark-up. Sales to wholesalers, government agencies, retailer-owned cooperatives, or chain store warehouses by wholesalers other than those who qualify as primary wholesalers as defined in this section shall be at prices no higher than their supplier's ceiling prices plus transportation costs allowable under section 3a (b) (1), except for such less-than-carload lot sales to government agencies to which subparagraphs (3) and (4) of section 3 (d) are applicable.

6. Section 3 (d) (3) is amended to read as follows:

(3) *Cash and carry sales.* Cash and carry sales are sales of frozen fish or seafood to individual retailers and purveyors of meals by wholesalers who normally do not extend credit and whose sales are made ex freezer or platform. The mark-up for this class of sale is 15 percent.

7. Section 3 (d) (4) is amended to read as follows:

(4) *Service and delivery sales.* Service and delivery sales are sales of frozen fish or seafood by wholesalers to individual retailers or purveyors of meals where the wholesaler delivers such frozen fish or seafood in his own motor truck or wagon or in a motor truck or wagon used solely for his own deliveries from his established place of doing business to the individual retail store or to the place of doing business of the purveyor of meals.

8. Section 3 (d) (6) is amended to read as follows:

(6) *Country trade shipments.* Processors or wholesalers who ship to retailers and purveyors of meals located in rural areas or outlying points may add to their permitted mark-ups the actual cost of any special shipping cases and the cost of any extra refrigerant used for the shipment. Such processors or wholesalers must denote separately on invoices to customers the actual cost of the cases and the refrigerant.

9. Section 3 (e) is amended to read as follows:

(e) *Imported frozen fish and seafood.* The maximum price at which a wholesaler, including any agent of a foreign shipper, may sell any frozen fish or seafood listed in section 14 which he imports is the applicable listed base price in section 14, plus or minus the appropriate differential for packaging provided in section 13, plus transportation cost allowable under section 4 (c) plus the appropriate mark-up provided in paragraphs (c) and (d) of section 3 applied to the sum of the foregoing, plus any transportation cost allowable under section 3a (b) (2) for transportation between warehouses of the same wholesaler.

10. A new section 3a is inserted to read as follows:

SEC. 3a. *Allowance for transportation*—(a) *When a processor may add transportation costs*—(1) *Fresh fish transportation.* Any processor may include as part of his maximum price the actual per pound transportation cost, not to exceed the carload rail freight rate per pound for fresh fish, if such rate is available, from the port of entry to the freezing point. Where a carload rail freight

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 4200, 5314, 6232, 6434, 6452, 6817.

[1] 8 F.R. 4640, 5566, 7592, 11175, 12023, 12446, 12792, 14079, 15191, 15662, 16998, 9 F.R. 183, 946, 2023, 3368, 3459, 3424, 4182, 4650, 5163.

rate is not available such per pound transportation cost must not exceed the lowest available common carrier rate. However, no such transportation allowance may be added in the case of fish listed in Schedule No. 11 (g) (Petrale sole—Pacific), 17 (Lingcod—Pacific), 40 (Dover sole), 40A (English sole), 40B (Sand sole), 40C (Turbot sole), 62 (Flounder—Pacific) or 67 (Rex sole), if any of these varieties has been landed fresh ex-vessel at any of the following ports of entry in California: Half Moon Bay, Point Reyes, Bodega Bay, Crescent City, Trinidad or Shelter Cove, and it is frozen in California, Washington, or Oregon.

(2) *Frozen fish transportation.* If a processor ships frozen fish or seafood to a warehouse or other distribution point remote from the original freezer, such processor may include as part of his maximum selling price, for sales from such warehouse or other distribution point, the actual transportation cost. Such transportation cost shall not include charges for local trucking, hauling and handling, and shall not exceed the common carrier rate for the type of transportation used.

(b) *When a wholesaler may add transportation costs.* (1) Any wholesaler who buys frozen fish or seafood from a processor or other wholesaler may include as part of his net cost the actual transportation cost from his supplier's shipping point to his established place of business.

(2) Any wholesaler who ships frozen fish or seafood from one of his warehouses to a remote warehouse or other distribution point may add to his maximum price the actual transportation cost from the shipping point nearest the first warehouse to such remote warehouse or other distribution point.

(3) The actual transportation cost referred to in paragraph (b) (1) and (2) shall not include local trucking, hauling and handling charges and shall not exceed the common carrier rate for the type of shipment used.

(c) *Transportation allowance for imported frozen fish.* Any importer or agent of a foreign consignor of any frozen fish or seafood except frozen Atlantic Coast smelts and frozen Canadian lake fish covered in Schedules Nos. 70–77, inclusive, in the table of base prices in section 14 may add as a transportation allowance the lowest amount determined on the following three bases:

(1) The actual cost of transportation (exclusive of local trucking, hauling and handling charges) from the seller's shipping point to the importer's receiving point;

(2) The actual cost of transportation (exclusive of local trucking, hauling and handling charges) to the importer's receiving point from the point at which the frozen fish or seafood entered the United States or the carload rail rate for frozen fish or seafood from the point in the United States nearest the foreign shipper's shipping point, whichever is designated on the invoice by the importer.

(3) The actual cost of transportation (exclusive of local trucking, hauling and handling charges) to the importer's receiving point from the nearest domestic port from which a substantial volume of that species is shipped.

However, with respect to the species listed hereinafter the cost of transportation shall not exceed the cost for the type of shipment used from the ports listed for that species.

Species:	Port
Cod, haddock, pollack, hake, cusk, yellowtail, blackback, lemon sole, gray sole, sea dab, mackerel, rosefish	Boston, Mass.

(4) In determining the transportation allowance, provided in subparagraphs (1), (2) and (3) of this paragraph (c), common carrier rates shall be used. The importer may add the allowance only when he records it on an invoice to the customer purchasing the fish or seafood, designating which of the three bases he is using.

Where frozen Atlantic Coast smelts are imported for resale in the United States the freight from the point of shipment to the wholesaler's warehouse, not to exceed the carload rail freight rate, may be added.

Where frozen Canadian lake fish covered in Schedules Nos. 70–77, inclusive, in the table of base prices in section 14 are imported for resale in the United States, there may be added the actual transportation cost (excluding local trucking, hauling and handling charges) from the point of shipment in Canada to the destination point in the United States, but in no event more than the carload rail freight rate for frozen fish from the City of Winnipeg in the Province of Manitoba, Canada, to the destination point in the United States.

11. Paragraph (f) is added to section 7 to read as follows:

(f) *Authorization to regional offices to modify invoice provisions.* Any Regional Administrator of the Office of Price Administration may, by order, alter, modify or suspend any of the requirements in paragraph (e) of this section if in his judgment such action is necessary in order that fish may be marketed efficiently within his jurisdiction and is consistent with the effective enforcement of this Maximum Price Regulation No. 364. The Regional Administrator may alter, modify or suspend such requirements with reference to such types of sales and such localities within his jurisdiction as he may designate, but only in the case where the buyer and seller are both located within his jurisdiction. He may make such provisions for posting the items required in paragraph (e) as in his judgment are necessary to prevent the circumvention or evasion of this regulation. The Regional Administrator may issue such order on his own initiative or upon application for adjustment of the requirements in paragraph (e) by any person subject to them. Subpart B of Revised Procedural Regulation No. 1 shall apply to such applications for adjustment.

12. In section 12 after the definition of "Butterfly fillet" and before the definition of "cellophane wrapped", the following definition is inserted:

"Carload lot" means a shipment of not less than 24,000 pounds of frozen fish or seafood.

13. In section 12 after the definition of "Processor" and before the definition of "Round fish" the following definition is inserted:

"A retailer" is a person other than a purveyor of meals or a chain store warehouse who buys frozen fish or seafood and resells more than 80 percent of such fish or seafood to ultimate consumers.

14. In section 12 after the last definition the following definition is inserted:

"A wholesaler" is a person who buys frozen fish or seafood and resells 20 percent or more of such frozen fish or seafood to persons other than ultimate consumers.

15. In section 13 an introductory paragraph is inserted to read as follows:

SEC. 13. *Table of package differentials.* This section sets out the amount which may be added to, or which must be subtracted from, the base price listed in section 14 when the frozen fish or seafood is packed in containers of sizes and kinds herein listed or when the frozen fish or seafood is not packed in boxes or other containers.

16. In section 14 an introductory paragraph is inserted to read as follows:

SEC. 14. *Table of base prices for frozen fish and seafood.* This section lists the various species of frozen fish and seafood for which maximum prices are fixed by this regulation. The base price, in cents per pound, is listed for each species according to the style of processing and the size and in some instances, the grade. The listed base prices in this section are base prices per pound for frozen fish and seafood as packed in and including a container of a size and kind other than those containers of the sizes and kinds listed in section 13.

17. In the table of base prices in section 14 Schedule No. 11 (g) Item No. 4, Schedule No. 17, Item No. 2, Schedule No. 25, Item No. 3, Schedule No. 40, Item No. 4, Schedule No. 40 A, Item No.[*] 6, Schedule No. 40 B, Item No. 4, Schedule No. 40 C, Item No. 4, and Schedule 62, Item No. 3 are amended to read as follows:

Schedule No.	Name	Item No.	Style of processing	Size	Base price per pound
11	(g) Sole, Petrale—Pacific	4	Fillets	All sizes	$0.27
17	Lingcod—Pacific (Ophiodon elongatus)	2	Fillets	All sizes	.27
25	Red cod or Rock cod—Pacific (Sebastodes specie)	3	Fillets	All sizes	.25
40	Sole, Dover—Pacific	4	Fillets	All sizes	.27
40 A	Sole, English—Pacific	6	Fillets	All sizes	.27
40 B	Sole, Sand—Pacific	4	Fillets	All sizes	.27
40 C	Sole, Turbot—Pacific	4	Fillets	All sizes	.27
62	Flounder—Pacific	3	Fillets	All sizes	.27

18. Footnote 6 at the end of the table of base prices in section 14 is amended to read as follows:

[6] These prices apply to this species caught or landed in Canada except that they do not apply to fish caught in Lake of the Woods and any other body of water east of that lake which is partly in Canada and partly in the State of Minnesota, or which constitutes the boundary line between Canada and the State of Minnesota; Lake Superior, Lake Huron, Lake St. Clair, Lake Erie, Lake Ontario and any of the waters connecting these five lakes; and the St. Lawrence River where it constitutes the boundary line between New York State and Canada.

19. Footnote 10 at the end of the table of base prices in section 14 is amended to read as follows:

[10] The base prices listed for halibut apply to frozen halibut originally landed fresh on the Pacific Coast of the Continental United States. For frozen halibut originally landed fresh in Canada or Alaska, deduct the following amounts from the listed prices:

Style of dressing:	Deductions cents
Dressed	2½
Steaks	3¼
Fillets	4
Round	2½
Drawn	2½

For frozen halibut originally landed fresh on the Atlantic Coast of the United States, add ½ cent to the listed prices.

This amendment shall become effective July 1, 1944.

Issued this 1st day of July 1944.

IVAN D. CARSON,
Acting Administrator.

[F. R. Doc. 44-9711; Filed, July 1, 1944; 4:35 p. m.]

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 13,[1] Amdt. 20 to 2d Rev. Supp. 1]

PROCESSED FOODS

Section 1407.1102 (c) (9) is added to read as follows:

(9) For the reporting period beginning July 30, 1944 and ending September 2, 1944—4.5.

This amendment shall become effective July 7, 1944.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong., E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Directive 1, 7 F.R. 562; War Food Order No. 56, 8 F.R. 2005, 9 F.R. 4319, and War Food Order No. 58, 8 F.R. 2251, 9 F.R. 4319)

Issued this 3d day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9762; Filed, July 3, 1944; 11:59 a. m.]

[1] 9 F.R. 173, 908, 1181, 2091, 2290, 2553, 2830, 2947, 3580, 3707, 4542, 4605, 4607, 4883, 5956, 6103, 6455, 6151.

PART 1418—TERRITORIES AND POSSESSIONS

[RMPR 183,[1] Amdt. 42]

FERTILIZER IN PUERTO RICO

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.[*]

Section 61 is amended in the following respects:

1. The heading is amended to read as follows: *"Maximum prices for mixed fertilizer, superphosphate, potash and nitrogeneous material."*

2. Paragraphs (a) (2), (3) and (7) are amended to read as follows:

(2) "Dealer" means a person who purchases mixed fertilizer, superphosphate, potash or nitrogeneous material and resells it to a consumer.

(3) "Consumer" means a person purchasing mixed fertilizer, superphosphate, potash or nitrogeneous material for use in aiding the growth of crops or plants (and not for resale) including the Agricultural Adjustment Agency.

(7) "Nitrogenous material" means any organic or inorganic substance containing nitrogen, when marketed or sold as an aid to the growth of crops or plants.

3. Paragraph (b) is amended in the following respects:

a. The heading is amended to read as follows: *"Manufacturer's maximum prices for mixed fertilizer, superphosphate, potash and nitrogeneous material."*

b. Subparagraphs (1), (2) and (3) are redesignated subdivisions (i), (ii) and (iii).

c. A new heading for subparagraph (1) is added to read as follows: *"Maximum prices for sales of mixed fertilizer, superphosphate, and potash."*

d. Subparagraphs (2) and (3) are added to read as follows:

(2) *Manufacturer's maximum prices for cash sales of nitrogenous fertilizer material.* The maximum price for a cash sale of nitrogenous fertilizer material by fertilizer manufacturers, direct or through agents, to a consumer shall be:

(i) The manufacturer's actual landed cost of the material, in the case of ammonium nitrate; or the manufacturer's weighted average landed cost of each material, calculated as of July 1, October 1, January 1 and April 1, in the case of sulphate of ammonia or any other nitrogenous fertilizer material, for all of the lots of each material received by him during the quarter-annual period last preceding the date of the calculation; or, if none was received in that period, the cost of the latest quarter-annual period in which material was received.

(ii) An additional amount equal to the fertilizer manufacturer's expenditure, if any, for transportation of the nitrogenous fertilizer material within the territory to the fertilizer manufacturer's plant or warehouse or direct to the buyer's delivery point.

(iii) An additional 50 cents per ton if the nitrogenous fertilizer material is stored in and delivered from the fertilizer manufacturer's plant.

(iv) Plus the actual cost of bags used, and $1.00 per ton when such nitrogenous fertilizer material is received in bulk by the fertilizer manufacturer and resold in bags.

(v) An additional amount equal to the cost of governmental tax tags, if any, and the attaching thereof, or governmental tonnage or inspection tax, but no license cost or registration fee.

(vi) In addition a maximum margin of: $4.00 per ton if the cost (subdivisions (i) through (v)) is less than $40.00 per ton; $5.00 per ton if such cost is $40.00 or more but less than $50.00 per ton; $6.00 per ton if such cost is $50.00 or more but less than $60.00 per ton; $7.00 per ton if such cost is $60.00 or more but less than $70.00 per ton; $8.00 per ton if such cost is $70.00 or more per ton.

(vii) An additional 50 cents per ton if the nitrogenous fertilizer material is stored in, and delivered from a warehouse owned or operated by a fertilizer manufacturer or agent.

(viii) An additional amount equal to the actual transportation expense incurred in making delivery from a fertilizer manufacturer's plant or warehouse or from the buyer's delivery point, to the consumer.

(ix) An amount equal to the actual loading or handling charges incurred in making delivery to the buyer.

(3) *Manufacturer's maximum prices for credit sales of nitrogenous fertilizer material.* In the case of credit sales, credit terms shall not be more onerous on Spring season sales than those in effect and applicable to such dealer or consumer for the period from February 16, 1942, to February 20, 1942, inclusive, and for Fall season sales, credit terms shall not be more onerous than those in effect and applicable to such dealer or consumer for the period from October 1, 1941, to October 15, 1941, inclusive.

4. Paragraph (c) is amended in the following respects:

a. The heading is amended to read as follows: *"Dealer's maximum prices for mixed fertilizer, superphosphate, potash and nitrogeneous material."*

[*] Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 9532, 10763, 10906, 11437, 11847, 12549, 10937, 12532, 13165, 13847, 14090, 14765, 15195.

b. The first paragraph of subparagraph (1) is amended to read as follows:

(1) *Cash prices.* A dealer's maximum cash prices for sale of mixed fertilizer, superphosphate, potash or nitrogenous material shall be determined by adding together the following factors:

(c) Subparagraph (2) is amended to read as follows:

(2) *Time prices.* A dealer's maximum time prices for sales of fertilizer, superphosphate, potash and nitrogenous material shall be equal to his maximum cash prices plus 6 percent.

5. Paragraph (e) is amended to read as follows:

(e) *Filing of price schedules by manufacturers.* Not later than July 1, 1944, every manufacturer of mixed fertilizer, superphosphate, potash and nitrogenous material in Puerto Rico shall file with the Territorial Office of Price Administration, San Juan, Puerto Rico, a complete schedule of prices in effect on that date and thereafter shall file within five days of their effective date all supplements and amendments to price schedules in effect on July 1, 1944.

NOTE: The reporting and record-keeping provisions of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

This amendment shall become effective as of July 1, 1944.

Issued this 3d day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9764; Filed, July 3, 1944; 11:59 a. m.]

PART 1418—TERRITORIES AND POSSESSIONS

[MPR 373,[1] Amdt. 70]

TEXTILE PRINTING IN HAWAII

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Amendment 64 is amended by changing the effective date of such amendment from June 21, 1944 to July 15, 1944.

This amendment shall become effective as of June 13, 1944.

Issued this 3d day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9759; Filed, July 3, 1944; 11:58 a. m.]

*Copies may be obtained from the Office of Price Administration.

PART 1418—TERRITORIES AND POSSESSIONS

[MPR 373,[1] Amdt. 71]

GRAPEFRUIT IN HAWAII

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

The table following section 21 (d) (1) is amended by adding a new item to read as follows:

	Wholesale maximum price (per box)	Retail maximum price (each)
Grapefruit—48's	$5.35	$0.15

This amendment shall become effective as of June 19, 1944.

Issued this 3d day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9760; Filed, July 3, 1944; 11:58 a. m.]

PART 1418—TERRITORIES AND POSSESSIONS

[MPR 395,[2] Amdt. 27]

SAFETY MATCHES IN VIRGIN ISLANDS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 27, Table XV is amended to read as follows:

TABLE XV—MAXIMUM RETAIL PRICES FOR MATCHES

Commodity	Quantity	Island of St. Croix	Island of St. Thomas	Island of St. John
All types of boxed wooden safety matches	Per box	$0.02 or two for $0.03.	$0.02 or two for $0.03.	$0.02 or two for $0.03.

This amendment shall become effective as of June 23, 1944.

Issued this 3d day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9761; Filed, July 3, 1944; 11:59 a. m.]

PART 1418—TERRITORIES AND POSSESSIONS

[MPR 373,[1] Amdt. 69]

INTOXICATING BEVERAGES IN HAWAII

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 25 (c) (1) is amended to read as follows:

(1) An amount equal to your invoice cost. Invoice cost shall include:

(i) In the case of any intoxicating liquors, wines, beers and ales, covered by this section, which were imported to or sold on the mainland and priced under Maximum Price Regulations 445 or 259, as the case may be: The amount you paid your supplier or the manufacturer's maximum price established by Maximum Price Regulations 445 or 259, whichever is lower, less all discounts and allowances except the discount for cash or prompt payment. This amount will include all Federal excise taxes except those imposed on or after April 1, 1944. No export premium may be included in the computation of your "landed cost".

(ii) In the case of any intoxicating liquors, wines, beers and ales, covered by this section imported directly into the Territory, which were not previously imported to or sold on the mainland and priced under Maximum Price Regulations 445 or 259: An amount to be determined upon application to the Office of Price Administration, Iolani Palace, Honolulu 2, T. H.

This amendment shall become effective as of May 17, 1944.

Issued this 3d day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9754; Filed, July 3, 1944; 12:00 m.]

PART 1418—TERRITORIES AND POSSESSIONS

[MPR 395,[2] Amdt. 28]

SHOES IN VIRGIN ISLANDS

A statement of the considerations involved in the issuance of this amend-

[1] 8 F.R. 5388, 6359, 6849, 7200, 7457, 8064, 8550, 10270, 10666, 10984, 11247, 11437, 11849, 12299, 12703, 13023, 13342, 13500, 14139, 14305, 14688, 15253, 15369, 15851, 15852, 15862, 16866, 16997, 17201; 9 F.R. 173, 393, 580, 584, 1158, 1487, 1489, 1528, 1530, 2177, 2659, 2660, 3153, 3232, 3341, 3967, 3947, 3945, 4351, 4783, 4821, 4785, 4819, 5168, 5438, 5482, 6259, 6810, 6813, 6818, 6885.

[2] 7 F.R. 6259, 6744, 9996, 8847, 10231, 10790; 8 F.R. 1860, 10984.

[2] 8 F.R. 6621, 8873, 9996, 11438, 12661, 13342, 14144, 15865, 17052, 16298, 16793; 9 F.R. 1398.

ment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 45 (b) (1) Table XXXIII is amended by inserting the expression "(except as noted)[1]" after the figure "1.50" in the column headed "Sales in the Municipality of St. Croix."

This amendment shall become effective July 24, 1944.

Issued this 3d day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9757; Filed, July 3, 1944; 12:00 m.]

PART 1439—UNPROCESSED AGRICULTURAL COMMODITIES

[2d Rev. MPR 346, Correction]

CORN

Section 20 (f) (2) of Second Revised Maximum Price Regulation No. 346 is hereby corrected by changing the word "the" appearing between the words "to" and "provision" to the word "this".

This correction shall become effective July 3, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 3d day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9758; Filed, July 3, 1944; 12:00 m.]

PART 1439—UNPROCESSED AGRICULTURAL COMMODITIES

[MPR 426,[1] Amdt. 37]

FRESH FRUITS AND VEGETABLES FOR TABLE USE, SALES EXCEPT AT RETAIL

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.*

In Appendix J of section 15, paragraph (d) is amended in the following respects:

1. In Table I, Columns 1, 4 and 5 respectively are amended to read as follows:

Column 1 Item No.	Column 4 Season	Column 5 Maximum price for fruit loaded in car or truck at shipping point [1]
1	Beginning of season—June 16	$4.00.
2	June 17 to July 1	$3.64.
3	July 2 to end of season	$4.00.
4	Beginning of season—June 16	$4.75.
5	June 17 to July 1	$4.32.
6	July 2 to end of season	$4.75.
7	Beginning of season—June 16	$6.00.
8	June 17 to July 1	$5.46.
9	July 2 to end of season	$6.00.
10	Beginning of season—June 16	25.0¢.
11	June 17 to July 1	22.75¢.
12	July 2 to end of season	25.0¢.
13	Beginning of season—June 16	19.0¢.
14	June 17 to July 1	16.75¢.
15	July 2 to end of season	19.0¢.
16	Beginning of season—June 16	$3.75.
17	June 17 to July 1	$3.41.
18	July 2 to end of season	$3.75.
19	Beginning of season—June 16	$5.00.
20	June 17 to July 1	$4.55.
21	July 2 to end of season	$5.00.
22	Beginning of season—June 16	25.0¢.
23	June 17 to July 1	22.75¢.
24	July 2 to end of season	25.0¢.
25	Beginning of season—June 16	19.0¢.
26	June 17 to July 1	16.75¢.
27	July 2 to end of season	19.0¢.

2. In Table IA, Columns 1, 4 and 5 respectively are amended to read as follows:

Column 1 Item No.	Column 4 Season	Column 5 Maximum price for fruit loaded in car or truck at shipping point [1]
1	Beginning of season—June 12	$3.28.
2	June 13 to July 1	$2.91.
3	July 2 to end of season	$3.28.
4	Beginning of season—June 12	$3.90.
5	June 13 to July 1	$3.46.
6	July 2 to end of season	$3.90.
7	Beginning of season—June 12	$4.92.
8	June 13 to July 1	$4.37.
9	July 2 to end of season	$4.92.
10	Beginning of season—June 12	20.5¢.
11	June 13 to July 1	18.2¢.
12	July 2 to end of season	20.5¢.
13	Beginning of season—June 12	14.5¢.
14	June 13 to July 1	12.9¢.
15	July 2 to end of season	14.5¢.
16	Beginning of season—June 12	$3.08.
17	June 13 to July 1	$2.73.
18	July 2 to end of season	$3.08.
19	Beginning of season—June 12	$4.10.
20	June 13 to July 1	$3.64.
21	July 2 to end of season	$4.10.
22	Beginning of season—June 12	20.5¢.
23	June 13 to July 1	18.2¢.
24	July 2 to end of season	20.5¢.
25	Beginning of season—June 12	14.5¢.
26	June 13 to July 1	12.9¢.
27	July 2 to end of season	14.5¢.

3. In Table I, and IA as renumbered by this amendment, item 7–8–9 in Column 7 is amended by substituting the figure $1.38 in place of the figure $1.33.

This amendment shall become effective at 12:01 A. M. July 2, 1944.

Issued this 1st day of July 1944.

CHESTER BOWLES,
Administrator.

Approved: July 1, 1944.

GROVER B. HILL,
Acting War Food Administrator.

[F. R. Doc. 44-9713; Filed, July 1, 1944; 4:34 p. m.]

PART 1499—COMMODITIES AND SERVICES

[Rev. SR 1 [1] to GMPR, Amdt. 63]

SKI TROOP EQUIPMENT, ETC.

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Revised Supplementary Regulation No. 1 is amended in the following respects:

Section 4.2 (f) is amended to read as set forth below:

(f) Clay pigeons, but this exemption shall expire on July 1, 1945.

Section 4.2 (f) is amended to read as set forth below:

(k) The following commodities, but this exemption shall expire October 1, 1944:

(1) The following ski troop equipment: carabiners, ice axes, pitons (rock and ice), and ski bindings.

This amendment shall become effective July 1, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 1st day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9680; Filed, July 1, 1944; 11:52 a. m.]

PART 1499—COMMODITIES AND SERVICES

[SR 15 to GMPR, Amdt. 27]

PLUG CHEWING TOBACCO

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

[1] 9 F.R. 3581, 3590, 4391, 4948, 5268, 5936, 7020, 6570, 6648, 7077.

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 16409, 16249, 16519, 16423, 17372; 9 F.R. 790, 902, 1581, 2008, 2023 2091, 2493, 4030, 4086, 4439, 4786, 4787, 5926, 4088, 5959, 6420, 6711, 7269, 7268.

Supplementary Regulation 15 to the General Maximum Price Regulation is amended in the following respects:

1. Section 1499.75 (a) (13) (i) is amended to read as follows:

(i) His over-all net profits for the most recent fiscal year before all taxes on income are less than his average over-all net profits before such taxes during the period 1936–1939, inclusive; and

2. Section 1499.75 (a) (13) (ii) is amended to read as follows:

(ii) His maximum prices are less than the total of his costs of manufacturing and selling the plug chewing tobacco during the most recent 6-month period; and

3. Section 1499.75 (a) (13) (iii) (c) is amended to read as follows:

(c) For the most recent fiscal year, a statement showing separately for plug chewing tobacco and the total of all other commodities manufactured, the net dollar sales volume before and after deduction of excise taxes.

4. Section 1499.75 (a) (13) (iii) (*d*) is amended to read as follows:

(*d*) Detailed dollar manufacturing and selling costs of applicant's plug chewing tobacco operations during each 6-month period of applicant's two most recent fiscal years, number of pounds of plug chewing tobacco produced and number of pounds of such tobacco sold during each such period, and a brief explanation of all expenses and cost increases during each such period.

5. Section 1499.75 (a) (13) (iii) (*e*) is amended to read as follows:

(*e*) Annual profit and loss statements prepared according to applicant's usual system of accounts for 1936 to 1939, inclusive, and for the most recent fiscal year, unless such data have already been made available to the Office of Price Administration.

This amendment shall become effective July 8, 1944.

NOTE: All record-keeping and reporting requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 3d day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9763; Filed, July 3, 1944; 11:59 a. m.]

PART 1367—FERTILIZERS

[RMPR 205]

FERTILIZER RAW MATERIALS

Maximum Price Regulation 205 is redesignated Revised Maximum Price Regulation 205 and is revised and amended to read as set forth herein.

Revised Maximum Price Regulation 205 now covers all of the major fertilizer raw materials when sold to fertilizer manufacturers.

Article I contains the provisions of general applicability.

Article II provides for maximum prices of sulphate of ammonia which were formerly governed by Maximum Price Regulation 205 and also provides for maximum prices for other chemical nitrogenous fertilizer materials which were formerly governed by the General Maximum Price Regulation.

Article III provides for maximum prices of organic nitrogenous fertilizer materials which were formerly covered by Maximum Price Regulation 470.

Article IV provides for maximum prices of superphosphate which were formerly covered by section 4.4 of RSR 14 to the General Maximum Price Regulation.

Article V provides for maximum prices of potash which were formerly covered by Maximum Price Regulation 404.

So far as practicable, the Price Administrator has ascertained and given due consideration to the prices of fertilizer raw materials prevailing between October 1 and 15, 1941, and has made adjustments for such relevant facts as he has determined and deemed to be of general applicability; and he has advised and consulted with representative members of the industry which will be affected by this regulation.

In the judgment of the Price Administrator, the maximum prices established by this regulation are and will be generally fair and equitable, and will effectuate the purposes of the Emergency Price Control Act of 1942, as amended, and of Executive Orders 9250 and 9328.

Such standards and specifications as are used in this regulation were, prior to such use, in general use in the trade or industry affected.

A statement of the considerations involved in the issuance of this regulation has been issued simultaneously herewith and filed with the Division of the Federal Register.*

REVISED MAXIMUM PRICE REGULATION 205—FERTILIZER RAW MATERIALS

ARTICLE I—SCOPE AND MISCELLANEOUS PROVISIONS OF THE REGULATION

Sec.
1. Applicability.
2. Sales at other than maximum prices.
3. Evasion.
4. Records and reports.
5. Enforcement.
6. Licensing.
7. Protests and petitions for amendment.
8. Definitions.

*Copies may be obtained from the Office of Price Administration.

ARTICLE II—MAXIMUM PRICES OF CHEMICAL NITROGENOUS FERTILIZER MATERIALS

Sec.
9. Sulphate of ammonia.
10. Nitrate of soda.
11. Nitrate of soda-potash.
12. Calcium cyanamide.
13. Urea compound.
14. Ammonium nitrate-lime compound.
15. Nitrogen solutions and urea-ammonia liquors.
16. Ammoniacal liquors.
17. Anhydrous ammonia.

ARTICLE III—MAXIMUM PRICES OF ORGANIC NITROGENOUS FERTILIZER MATERIALS

18. Process tankage.
19. Dried activated sewage sludge.
20. Castor pomace and unground castor cake.

ARTICLE IV—MAXIMUM PRICES OF SUPERPHOSPHATE

21. Pulverized and granulated superposphate.
22. Triple superphosphate.
23. Double superphosphate.
24. Sales of superphosphate in bags.
25. Sales of superphosphate to Government departments and agencies.
26. Resales of double or triple superphosphate.

ARTICLE V—MAXIMUM PRICES OF POTASH

27. Muriate of potash.
28. Manure salts.
29. Sulphate of potash.
30. Sulphate of potash-magnesia.
31. Contract sales of potash.
32. Sales of potash in bags.
33. Sales of imported potash.
34. Freight adjustments; potash ports.

AUTHORITY: Secs. 1 to 34, incl. (§ 1367.51) issued under 56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.

ARTICLE I—SCOPE AND MISCELLANEOUS PROVISIONS OF THE REGULATION

SECTION 1. *Applicability*—(a) *In general.* Except as provided in paragraph (b) of this section with reference to emergency sales to the United States and its agencies and paragraph (c) of this section with reference to export sales, this regulation shall apply to all sales to fertilizer manufacturers or governmental departments and agencies (except sales by non-producers to the Agricultural Adjustment Agency of superphosphate) of the domestic and imported fertilizer raw materials covered by this regulation, whether sold for immediate or future delivery, within the District of Columbia and the 48 states of the United States.

(b) *Emergency purchases.* This regulation shall have no application to any purchase by the United States or any of its agencies under such circumstances of emergency as to make immediate delivery imperative, and as to render it impossible to secure or unfair to require immediate delivery at the maximum price which would otherwise be applicable, if such purchases and deliveries are made pursuant to the provisions of section 4.3 (f) of Revised Supplementary Regulation No. 1 to the General Maximum Price Regulation, as amended: *Provided, however,* That the Administrator may, by order, waive the reporting of any part of the information required by section 4.3 (f) in connection with a particular purchase or group of purchases upon determining that such information may not reasonably be required under all the circumstances, and he may, in lieu thereof, require the reporting of other information more suited to the circumstances.

(c) *Export sales.* This regulation shall have no application to export sales of the fertilizer raw materials covered herein. The maximum price of such sales shall be determined in acccordance with the provisions of the Second Revised Export Price Regulation. For the purposes of that regulation in the case of exports to Puerto Rico or the Virgin Islands the maximum domestic price of sulphate of ammonia shall be $29.20 per ton in bulk, f. o. b. New York, New York; Philadelphia, Pennsylvania; and Baltimore, Maryland, the normal ports of exit.

SEC. 2. *Sales at other than maximum prices*—(a) *Prohibition.* Regardless of any contract or obligation, no person shall sell or deliver to a fertilizer manufacturer or governmental department or agency and no fertilizer manufacturer or governmental department or agency shall buy or receive in the course of trade or business any of the fertilizer raw materials covered by this regulation at a price above the maximum price established by this regulation for sales to such fertilizer manufacturer or governmental department or agency, nor shall any person agree, solicit, offer or attempt to do any of the foregoing. This prohibition, however, is subject to the provision for adjustable pricing contained in paragraph (b) of this section, the exception for emergency purchases by the United States and its agencies contained in paragraph (b) of section 1 and the exception for export sales contained in paragraph (c) of section 1.

(b) *Adjustable pricing.* Any person may agree to sell at a price which can be increased up to the maximum price in effect at the time of delivery, but no person may, unless authorized by the Office of Price Administration, deliver or agree to deliver at prices to be adjusted upward in accordance with action taken by the Office of Price Administration after delivery. Such authorization may be given when a request for a change in the applicable maximum price is pending, but only if the authorization is necessary to promote distribution or production and if it will not interfere with the purposes of the Emergency Price Control Act of 1942, as amended. The authorization may be given by an order of the Administrator or of any official of the Office of Price Administration having authority to act upon the pending request for a change in price or to give the authorization.

(c) *Lower prices.* Prices lower than the maximum prices established by this regulation may, of course, be charged or paid.

SEC. 3. *Evasion.* Any method whereby a seller obtains greater consideration than the maximum price, or whereby he gives less than the consideration due the buyer for the maximum price is an evasion of this regulation, and therefore prohibited; and any offer or agreement which accomplishes or attempts to accomplish such a result is equally prohibited; except, that the foregoing does not prohibit practices which were customary either to the seller or to the trade prior to April 1, 1942 of requiring the buyer to purchase combinations of commodities or of requiring the buyer to sell back to the seller other commodities or the same commodity, *Provided,* All such sales and purchases are at the market price, not exceeding the maximum price.

SEC. 4. *Records and reports.* (a) All sellers of fertilizer raw materials covered by this regulation shall keep, for so long as the Emergency Price Control Act of 1942, as amended, is in effect, for inspection by the Office of Price Administration customary records of each offer, agreement, purchase, sale or delivery showing the date thereof, the name and address of buyer, the destination point, the material sold, the price charged or received, the total transportation charges and the amount of transportation charges, if any, paid by the seller.

(b) Persons affected by this regulation shall submit such reports to the Office of Price Administration as it may from time to time require, subject to the approval of the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

SEC. 5. *Enforcement.* Persons violating any provisions of this regulation are subject to the criminal penalties, civil enforcement actions, suits for treble damages and proceedings for suspension of licenses provided for by the Emergency Price Control Act of 1942 as amended.

SEC. 6. *Licensing.* The provisions of Licensing Order No. 1, licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation. A seller's license may be suspended for violations of the license or of any one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

SEC. 7. *Protests and petitions for amendment.* Any person desiring to file a protest against or seeking an amendment of any provisions of this regulation may do so in accordance with the provisions of Revised Procedural Regulation No. 1.[1] Issued by the Office of Price Administration.

SEC. 8. *Definitions.* When used in this regulation, the terms:

(a) "Person" includes an individual, corporation, partnership, association or other organized group of persons or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government or any of its political subdivisions, or any agency of any of the foregoing.

(b) "Fertilizer manufacturer" means a person who produces, mixes or processes mixed fertilizer or who markets mixed fertilizer or fertilizer raw materials for his own account and who purchases fertilizer raw materials from a producer, importer or jobber for resale to consumers or to dealers either as straight materials or as ingredients in mixed fertilizers.

(c) "Ton" means 2,000 pounds.

(d) "Unit" means 1% of a ton or 20 pounds.

(e) "Transportation cost" means the cost of transportation actually incurred by a person except that for movement other than by for-hire carrier the transportation cost shall be the reasonable value of the service, not exceeding any maximum price established therefor.

ARTICLE II—MAXIMUM PRICES OF CHEMICAL NITROGENOUS FERTILIZER MATERIALS

SEC. 9. *Sulphate of ammonia. (Minimum nitrogen content 20.5%)*—(a) *Washington, Oregon, California and Arizona.* The maximum price that may be charged for sulphate of ammonia delivered to any destination in Washington, Oregon, California and Arizona shall be $36.50 per ton in bulk and $38.00 per ton in bags: *Provided,* That on any shipment from a California production point to such destination where the freight charges exceed $4.53 per ton such excess freight charges may be for the account of the buyer, and *Provided further,* That on any shipments from a Utah production point where the freight charges exceed $7.21 per ton, such excess freight charges may be for the account of the buyer.

(b) *Colorado, Idaho, Montana, Nevada, New Mexico, Utah and Wyoming.* The maximum price that may be charged for sulphate of ammonia in bags shall be: $41.00 per ton delivered to any des-

[1] 7 F.R. 8961, 8 F.R. 3313, 3533, 6173, 11806, 9 F.R. 1594, 3075.

tination in Colorado; $42.60 per ton delivered to any destination in New Mexico; and, for deliveries to any destination in Idaho, Montana, Nevada, Utah and Wyoming, $31.50 per ton in carload quantities of 40 tons or more, $34.10 per ton in quantities of 15 tons or more but less than 40 tons and $41.60 per ton in quantities of less than 15 tons. In the case of deliveries of material in bulk, the above maximum prices shall be reduced by $2.50 per ton.

(c) *Illinois, Indiana, Kentucky, Michigan, Ohio, Wisconsin and the Ohio River section of West Virginia.* The maximum price that may be charged for sulphate of ammonia, in bulk, delivered to any destination in Illinois, Indiana, Kentucky, Michigan, Ohio, Wisconsin and the Ohio River section of West Virginia shall be $29.20 per ton but not in excess of $28.20 per ton plus the lowest carload rail freight rate per ton on the commodity to such destination from the inland oven which has the lowest carload rail freight rate to such destination.

For bagged sales there may be added to the above maximum prices $1.00 per ton plus a sum not in excess of the established maximum price, at the time of the sale, for the bags containing the ton.

(d) *All other states.* The maximum price that may be charged for sulphate of ammonia, in bulk, delivered to any destination in all other states than those set forth under (a), (b) and (c) above, shall be the lower of the following prices:

(1) $28.20 per ton plus the lowest carload rail freight rate per ton on the commodity to such destination from the inland oven which has the lowest carload rail freight rate to such destination.

(2) $29.20 per ton at port plus the lowest carload rail freight rate per ton on the commodity to such destination from the port which has the lowest carload rail freight rate to such destination.

For bagged sales there may be added to the above maximum prices $1.00 per ton plus a sum not in excess of the established maximum price, at the time of the sale, for the bags containing the ton.

(e) "Inland oven" means the following:

Alabama:
Alabama City.
Fairfield.
North Birmingham.
Tarrant.
Thomas.
Woodward.
Illinois:
Granite City.
Chicago.
Joliet.
Rockford.
South Chicago.
Waukegan.
Indiana:
Gary.
Indiana Harbor.
Indianapolis.
Michigan:
Detroit.
Flint.
Minnesota:
Duluth.
St. Paul.
Missouri:
St. Louis.
New York:
Buffalo.
Lackawanna.
Troy.
Ohio:
Canton.
Cleveland.
Hamilton.
Lorain.
Massillon.
Toledo.
Warren.
Youngstown.
Pennsylvania:
Aliquippa.
Bethlehem.
Clairton.
Erie.
Johnstown.
Midland.
Neville Island.
Pittsburgh.
Steelton.
Swedeland.
Tennessee:
Chattanooga.
West Virginia:
Fairmont.
Follansbee.
Weirton.

"Port" means the following:

Maine:
Searsport.
Massachusetts:
Everett.
Boston.
Connecticut:
New Haven.
New York:
Hunts Point.
Brooklyn.
New York.
New Jersey:
Kearny.
Carteret.
Camden.
Paulsboro.
Pennsylvania:
Philadelphia.
Maryland:
Baltimore.
Virginia:
Norfolk.
North Carolina:
Wilmington.
South Carolina:
Charleston.
Georgia:
Savannah.
Florida:
Jacksonville.
Tampa.
Panama City.
Pensacola.
Alabama:
Mobile.
Mississippi:
Gulfport.
Louisiana:
New Orleans.
Lake Charles.

(f) If sulphate of ammonia is shipped from the producer's plant or, in the case of imports, from the point of discharge, to a warehouse situated at a point other than the point of production or discharge, is handled through a warehouse, and reshipped from the warehouse in bags, there may be added to the maximum bagged price the sum of $.50 per ton. The point of discharge is the port at which the imported sulphate of ammonia is unloaded from a vessel, or, in the case of rail shipments of imported sulphate of ammonia, the place at which such shipment is first unloaded.

SEC. 10. *Nitrate of soda (minimum nitrogen content, 16.0%.)*—(a) *Domestic.* The maximum price that may be charged for domestically produced nitrate of soda shall be $27.00 per ton in bulk, $30.05 per ton in 100-pound bags, or $29.35 per ton in 167 or 200-pound bags f. o. b. production point, provided that if and when this material is stored at Atlantic and Gulf nitrate ports by the seller, the maximum delivered price at any destination that may be charged shall be $1.00 per ton higher than the above prices, plus the lowest carload rail freight rate per ton on the material to such destination from the Atlantic or Gulf nitrate port which has the lowest carload rail freight rate to such destination. For nitrate of soda containing less than 16 units of nitrogen, the above maximum price shall be reduced at the rate of $2.00 per unit.

(b) *Imported.* The maximum delivered price at any destination that may be charged for imported nitrate of soda shall be $30.00 per ton in bulk, $33.00 per ton in 100-pound bags, or $32.40 in 167 or 200-pound bags, plus the lowest carload rail freight rate per ton on the material to such destination from the nitrate port which has the lowest carload rail freight rate to such destination.

For the purpose of this and the following section, "nitrate port" shall mean any one of the following:

Searsport, Maine
Boston, Massachusetts
New York, New York
Camden, New Jersey
Baltimore, Maryland.
Norfolk, Virginia
Wilmington, North Carolina
Charleston, South Carolina
Savannah, Georgia
Jacksonville, Florida
Tampa, Florida
Panama City, Florida
Pensacola, Florida
Gulfport, Mississippi
New Orleans, Louisiana
Lake Charles, Louisiana
Los Angeles, California
San Francisco, California
Portland, Oregon
Tacoma, Washington
Seattle, Washington
DuPont, Washington

SEC. 11. *Nitrate of soda-potash (minimum nitrogen content 14%).* The maximum delivered price at any destination that may be charged for nitrate of soda-potash (potash-nitrate) shall be $38.00 per ton, in bulk, $41.00 per ton in 100-pound bags, or $40.40 per ton in 167 or 200-pound bags, plus the lowest carload rail freight rate per ton on the material to such destination from the nitrate port which has the lowest carload rail freight rate to such destination.

SEC. 12. *Calcium cyanamide* — (a) *Granular (minimum nitrogen content, 20.6%).* The maximum price that may be charged for granular calcium cyanamide shall be $37.25 per ton in 100-pound bags or $1.62½ per unit of nitrogen, in bulk, f. o. b. Niagara Falls, Ontario, Canada.

(b) *Pulverized (minimum nitrogen content, 21%).* The maximum price that may be charged for pulverized calcium cyanamide shall be $37.25 per ton in 100-pound bags or $1.52½ per unit of nitrogen, in bulk, f. o. b. Niagara Falls, Ontario, Canada.

SEC. 13. *Urea compound (minimum nitrogen content, 42%).* (a) At destinations in states other than Washington, Oregon, California and Arizona, the maximum delivered price that may be charged for urea compound ("Uramon") shall be $57.40 per ton in bulk or $59.40 per ton in 100-pound bags, plus the lowest carload rail freight rate per ton on the commodity to such destination from Belle, West Virginia, or the Atlantic or Gulf port which has the lowest carload rail freight rate to such destination. In case such freight rate per ton from a port to a destination for urea compound exceeds the freight rate on sulphate of ammonia from the same port to the same destination, such lower sulphate of ammonia rate shall be used.

(b) At destinations located in Washington, Oregon, California, and Arizona the maximum delivered price shall be $71.00 per ton in bulk or $73.00 per ton in 100-pound bags.

SEC. 14. *Ammonium nitrate-lime compound (minimum nitrogen content, 20.5%).* The maximum price that may be charged for ammonium nitrate-lime compound ("Cal-Nitro" or "A-N-L Brand") shall be $29.00 per ton in bulk and $32.50 per ton in bags, f. o. b. Hopewell, Virginia.

SEC. 15. *Nitrogen solutions and urea-ammonia liquors.* The maximum price that may be charged for nitrogen solutions or urea-ammonia liquors shall be:

(a) $127.00 per ton of nitrogen contained in "UAL–37" and

$121.58 per ton of nitrogen contained in other nitrogen solutions or urea-ammonia liquors, in seller's tank cars, f. o. b. Belle, West Virginia, or the following ports:

Searsport, Me.
Boston, Mass.
New Haven, Conn.
Port of N. Y.
Philadelphia, Pa.
Carteret, N. J.
Camden, N. J.
Paulsboro, N. J.
Wilmington, Del.
Baltimore, Md.
Norfolk, Va.
Hopewell, Va.
Wilmington, N. C.
Charleston, S. C.
Savannah, Ga.
Jacksonville, Fla.
Tampa, Fla.
Pensacola, Fla.
Panama City, Fla.
Mobile, Ala.
Gulfport, Miss.
New Orleans, La.
Lake Charles, La.

(b) At any other destination, to the prices set forth in (a) above, there may be added that one of the following which gives the lowest delivered cost per ton of nitrogen:

(1) The lowest carload rail freight rate per ton on the urea-ammonia liquor (fertilizer ammoniating solutions) or nitrogen solution to such destination from Belle, West Virginia, or that one of the above ports which has the lowest carload rail freight to such destination, or

(2) The lowest carload rail freight rate per ton on anhydrous ammonia to such destination from Belle, West Virginia, or that one of the above ports which has the lowest carload rail freight rate to such destination.

SEC. 16. *Ammoniacal liquors.* The maximum delivered price at any destination that may be charged for ammoniacal liquor shall be:

(a) $75.00 per ton of ammonia contained in such liquor, in seller's tank cars, f. o. b. producer's plant at Indiana Harbor, Indiana; South Chicago, Illinois; or Detroit, Michigan, plus the lowest carload rail freight rate per ton on the commodity to such destination from that one of the above points which has the lowest carload rail freight rate to such destination.

(b) $80.00 per ton of ammonia contained in such liquor, in seller's tank cars, f. o. b. producer's plant at Ashland, Kentucky; Ironton, Ohio; Portsmouth, Ohio; Belle, West Virginia; Hopewell, Virginia; or Niagara Falls, New York, plus the lowest carload rail freight rate per ton on the commodity to such destination from that one of the above points which has the lowest carload rail freight rate to such destination.

(c) $80.00 per ton of ammonia contained in such liquor, in seller's tank cars, f. o. b. producer's plant at Milwaukee, Wisconsin, plus the lowest carload rail freight rate per ton on the commodity to such destination from that one of the following points: Milwaukee, Wisconsin; Detroit, Michigan; or Chicago, Illinois, which has the lowest carload rail freight rate to such destination.

(d) $80.00 per ton of ammonia contained in such liquor, in seller's tank cars, f. o. b. producer's plant at Baton Rouge, Louisiana; Ensley, Alabama; or Bethlehem, Pennsylvania.

SEC. 17. *Anhydrous ammonia.* The maximum price that may be charged for anhydrous ammonia (commercial grade) shall be:

(a) $90.00 per ton, in seller's tank cars, f. o. b. California production points.

(b) $50.00 per ton, in seller's tank cars, f. o. b. producer's plant at Belle, West Virginia; Niagara Falls, New York; Hopewell, Virginia; or Wyandotte, Michigan, plus the lowest carload rail freight rate per ton on the commodity to such destination from that one of the above points which has the lowest carload rail freight rate to such destination.

ARTICLE III—MAXIMUM PRICES OF ORGANIC NITROGENOUS FERTILIZER MATERIALS

SEC. 18. *Process tankage in bulk.* The maximum price that may be charged for process tankage, in bulk, f. o. b. plant at point of production, shall be:

Production point:	*Price per unit of ammonia*
Norfolk, Va	$3.50
Carrollville, Wis	3.20
Endicott, N. Y	3.20
Carteret, N. J	3.15
Chemical, Ill	3.15

SEC. 19. *Dried activated sewage sludge, in bulk.* The maximum price that may be charged for dried activated sewage sludge, in bulk, f. o. b. plant at point of production, shall be:

Production point:	*Price per unit of ammonia*
Milwaukee, Wis	$3.00
Chicago, Ill	2.80
Houston, Tex	2.60

In addition to the above, seller may make a charge of $.40 per unit of available phosphoric acid.

SEC. 20. *Castor pomace and unground castor cake, in bags.* The maximum price, f. o. b. point of production, that may be charged for castor pomace in bags, shall be $2.90 per unit of ammonia and for unground castor cake in bags shall be $15.50 per ton.

ARTICLE IV—MAXIMUM PRICES OF SUPERPHOSPHATE

SEC. 21. *Ordinary superphosphate, in bulk.* The maximum price that may be charged for ordinary superphosphate (containing less than 22% available phosphoric acid) for sale in bulk shall be:

(a) *Pulverized superphosphate.* (1) For sales of run-of-pile, f. o. b. cars at each producing point, the price specified for that point as listed below:

Point of production:	*Maximum price per unit of available phosphoric acid*
Little Rock, Ark	$0.71
Texarkana, Ark	.71
Stege, Calif	.84
Vernon, Calif	.84
East Tampa, Fla	.51
Jacksonville, Fla	.54
Nichols, Fla	.51
Pierce, Fla	.51
Calumet City, Ill	.68
Chicago Heights, Ill	.68
East St. Louis, Ill	.67

Point of production:	*Maximum price per unit of available phosphoric acid*
Fort Wayne, Ind	$0.69
Indianapolis, Ind	.68
New Albany, Ind	.66
Searsport, Maine	.82
Baltimore, Md	.65
Hagerstown, Md	.67
Lowell, Mass	.76
North Weymouth, Mass	.76
Woburn, Mass	.76
Detroit, Mich	.71
Lansing, Mich	.71
Rosemount, Minn	.80
Joplin, Mo	.73
Carteret, N. J	.70
Paulsboro, N. J	.68
Buffalo, N. Y	.71
Acme, N. C	.62
Charlotte, N. C	.63
Durham, N. C	.63
Greensboro, N. C	.63
Laurinburg, N. C	.63
Navassa, N. C	.60
Selma, N. C	.63
Wadesboro, N. C	.63
Wilmington, N. C	.60
Wilson, N. C	.63
Cincinnati, Ohio	.66
Cleveland, Ohio	.68
Columbus, Ohio	.68
Lockland, Ohio	.66
Sandusky, Ohio	.68
Silica, Ohio	.68
Toledo, Ohio	.68
Washington Court House, Ohio	.68
Philadelphia, Pa	.68
Anderson, S. C	.63
Charleston, S. C	.57
Columbia, S. C	.61
Greenville, S. C	.63
Hartsville, S. C	.63
Lancaster, S. C	.63
Spartanburg, S. C	.63
Dallas, Tex	.71
Houston, Tex	.69
Alexandria, Va	.65
Lynchburg, Va	.65
Norfolk, Va	.64
Portsmouth, Va	.64
Richmond, Va	.65
Baraboo, Wis	.80

(2) For sales of run-of-pile, f. o. b. cars at any destination within a delivery area as described below from any producing point listed as a price basing point for that area, a price equal to the price f. o. b. the one of the price basing points listed, plus the lowest carload rail freight rate per ton on the commodity from such price basing point to such destination which gives the lowest net delivered cost to the buyer.

DELIVERY AREA

AREA I

STATE OF GEORGIA

Price basing points:	*Maximum price per unit of available phosphoric acid*
Albany, Ga	$0.62
Americus, Ga	.62
Athens, Ga	.62
Atlanta, Ga	.62
Augusta, Ga	.62
Columbus, Ga	.62
East Point, Ga	.62
La Grange, Ga	.62
Macon, Ga	.62
Pelham, Ga	.62
Rome, Ga	.62
Savannah, Ga	.57
Tifton, Ga	.62
Valdosta, Ga	.62

AREA II

STATES OF ALABAMA AND FLORIDA WEST OF THE APALACHICOLA RIVER

Price basing points:	*Maximum price per unit of available phosphoric acid*
Bessemer, Ala.	$0.61
Birmingham, Ala.	.61
Dothan, Ala.	.61
Florence, Ala.	.61
Mobile, Ala.	.61
Montgomery, Ala.	.61
Roanoke, Ala.	.61
Troy, Ala.	.61
Pensacola, Fla.	.61
Nashville, Tenn.	.61

Area III

STATES OF LOUISIANA AND MISSISSIPPI

Lake Charles, La.	$0.66
Pensacola, Fla.	.61
Harvey, La.	.635
New Orleans, La.	.635
Shreveport, La.	.70
Shrewbury, La.	.635
Gulfport, Miss.	.635
Hattiesburg, Miss.	.635
Jackson, Miss.	.635
Tupelo, Miss.	.635
Nashville, Tenn.	.61

Area IV

STATES OF KENTUCKY AND TENNESSEE

Chattanooga, Tenn.	$0.64
Greenville, Tenn.	.64
Knoxville, Tenn.	.64
Memphis, Tenn.	.63
Mt. Pleasant, Tenn.	.61
Nashville, Tenn.	.61
Wales, Tenn.	.61

Any person selling for delivery outside an area for which his producing point is listed as a price basing point, or selling to a buyer who does not specify a point of destination at the time of the sale, may charge a price, f. o. b. cars at producing point, no higher than the basing point price specified for that producing point.

(3) For sales of superphosphate guaranteed to contain 18%, 19%, or 20% available phosphoric acid, with no charge for over-run, the maximum price as established under (1) or (2), plus 30¢ per ton.

(b) *Granulated superphosphate.* The maximum price, as established under (1), (2) or (3) above, plus 2¢ per unit of available phosphoric acid.

SEC. 22. *Triple superphosphate in bulk*—(a) *Pulverized.* The maximum price that may be charged for triple superphosphate (containing 40% or more available phosphoric acid) for sale in bulk shall be:

(1) For material produced in Montana, 88½¢ per unit of available phosphoric acid delivered, except that actual freight in excess of $7.62 per ton may be charged to the account of the buyer.

(2) For material produced at other production points prices, per unit of available phosphoric acid, f. o. b. point of production, as follows:

(i) Tennessee	$0.75
(ii) South Carolina	.70
(iii) Florida	.63

(3) For material produced at production points not covered in (1) or (2) above, 63¢ per unit of available phosphoric acid plus the cost, per unit, of transportation at the lowest carload rail freight rate on 48% superphosphate from East Tampa, Florida, to the production point, f. o. b. point of production.

(b) *Granulated.* The maximum price is that established under (1), (2) or (3) above, plus $1.00 per ton, except that this $1.00 may not be added on for sales in bags to Government departments and agencies.

SEC. 23. *Double superphosphate in bulk.* The maximum price per ton which may be charged f. o. b. railroad cars at point of production, for double superphosphate (containing 22% or more but less than 40% available phosphoric acid) for sale in bulk, shall be:

(a) The product of 20 units of available phosphoric acid times the price per unit for a guaranteed grade of ordinary superphosphate, f. o. b. cars at producing points, as established in section 21 (a), plus

(b) The product of the number of units contained therein in excess of 20 units times the applicable maximum price per unit for triple superphosphate, f. o. b. cars at the producing point, as established in section 22 (a). If the producer of such double superphosphate is not a producer of triple superphosphate, his applicable maximum price, for calculations required in this paragraph, shall be his actual delivered cost of triple superphosphate, or if none was purchased, the maximum price as established in section 22 (a) (3).

SEC. 24. *Sales of superphosphate in bags.* The maximum price that may be charged for superphosphate for sales in bags shall be the applicable maximum price for bulk sales as determined under section 21, 22 or 23 above, plus $1.50 per ton and plus a sum not in excess of the established maximum price, at the time of the sale, for the bags containing the ton.

SEC. 25. *Sales of superphosphate to Government departments and agencies.* The maximum price that may be charged for sales of superphosphate to any agency of the United States Government shall be the applicable maximum price as established under sections 21, 22, 23 or 24 plus, in the case of such sales of triple superphosphate in bags, $1.00 per ton in addition to the $1.50 per ton for bagging under Section 24 above.

SEC. 26. *Resale of double or triple superphosphate.* The maximum price which one fertilizer manufacturer or mixer may charge another fertilizer manufacturer or mixer for the sale of double or triple superphosphate not produced by the seller shall be the applicable maximum price as established under sections 22, 23, or 24 above, plus $3.00 per ton and any transportation cost from producing point to point of delivery paid by seller.

ARTICLE V—MAXIMUM PRICES FOR POTASH

SEC. 27. *Muriate of Potash, in bulk, spot sales*—(a) *For the 60% grade.* The maximum price that may be charged for spot sales of domestic 60% muriate of potash, in bulk, shall be, at the option of the buyer:

(1) $.535 per unit of K_2O, basis ex-vessel the potash port which has the lowest carload rail freight rate on potash to destination, plus the customary delivery charges from the end of ship's tackle to destination; or

(2) $.455 per unit of K_2O, f. o. b. cars at Trona, California; or

(3) $.423 per unit of K_2O, f. o. b. cars at seller's plant near Carlsbad, New Mexico.

(b) *For the 50% grade.* The maximum price that may be charged for spot sales of domestic 50% muriate of potash, in bulk, shall be, at the option of the buyer:

(1) $.56 per unit of K_2O, basis ex-vessel the potash port which has the lowest carload rail freight rate on potash to destination, plus the customary delivery charges from the end of ship's tackle to destination; or

(2) $.48 per unit of K_2O, f. o. b. cars at Trona, California; or

(3) $.448 per unit of K_2O, f. o. b. cars at seller's plant near Carlsbad, New Mexico.

SEC. 28. *Manure salts, in bulk, spot sales.* The maximum price that may be charged for spot sales of domestic manure salts, in bulk, shall be $.20 per unit of K_2O, f. o. b. cars at seller's plant near Carlsbad, New Mexico.

SEC. 29. *Sulphate of potash (basis 90% K_2SO_4), in bulk, spot sales.* The maximum price that may be charged for spot sales of domestic sulphate of potash (basis 90% K_2SO_4), in bulk, shall be $36.25 per ton basis ex-vessel the potash port which has the lowest carload rail freight rate on potash to destination, plus the customary delivery charges from the end of ship's tackle to the buyer's destination.

SEC. 30. *Sulphate of potash magnesia (basis 40% K_2SO_4 and 18.5% MgO), in bulk, spot sales.* The maximum price that may be charged for spot sales of domestic sulphate of potash magnesia (basis 40% K_2SO_4 and 18.5% MgO), in bulk, shall be $26.00 per ton basis ex-vessel the potash port which has the lowest carload rail freight rate on potash to destination, plus customary delivery charges from the end of ship's tackle to buyer's destination.

SEC. 31. *Contract sales of potash.* The maximum price at which contract sales of domestic potash, in bulk, may be made are:

(a) *Contracts executed prior to July 1.* Where a buyer contracts, prior to the first day of July, for the purchase of potash for delivery in approximately equal monthly quantities during the period from June 1 to the 31st day of March next succeeding, the buyer, and any person to whom the War Production Board allocates the whole or any part of the potash subject to such contract, may buy:

(1) On ex-vessel sales, at the spot prices set forth under sections 27 (a) (1) and (b) (1), 29 and 30 above, at a discount of 8% where the potash contracted for is accepted in approximately equal monthly quantities between June 1 and the 31st day of March next succeeding, and in addition, at a 4% discount when the full delivery contracted for, or delivery to the extent permitted under the War Production Board allocation, has been accepted.

(2) On f. o. b. cars sales, muriate of potash and manure salts at the spot prices set forth under sections 27 (a) (1) and (b) (1) and 28 above, at the discounts and under the conditions set forth under the paragraph (1) above, except that muriate of potash shall be subject to a further deduction of 8¢ per unit of K_2O in the case of sales f. o. b. cars at Trona, California, and a deduction of 11.2¢ per unit of K_2O in the case of sales f. o. b. cars at seller's plant near Carlsbad, New Mexico.

(b) *Contracts executed between July 1 and October 1.* Where a buyer contracts, on and after the first day of July and prior to October 1 of the same year, for the purchase of potash for delivery in approximately equal monthly quantities during the period from October 1 to the 31st day of March next succeeding, the buyer, and any person to whom the War Production Board allocates the whole or any part of the potash subject to such contract, may buy:

(1) On ex-vessel sales, at the spot sales prices as set forth under sections 27 (a) (1) and (b) (1), 29 and 30 above, at a discount of 4% where the potash contracted for is accepted in approximately equal monthly quantities between October 1 and the 31st day of March next succeeding, and in addition, at a 2% discount when the full delivery contracted for, or delivery to the extent permitted under War Production Board allocation, has been accepted.

(2) On f. o. b. cars sales, muriate of potash and manure salts at the spot prices set forth under sections 27 (a) (1) and (b) (1) and 28 above at the discounts and under the conditions set forth under the paragraph (b) (1) above, except the muriate of potash shall be subject to a further deduction of 8¢ per unit of K_2O in the case of sales f. o. b. cars at Trona, California, and a deduction of 11.2¢ per unit of K_2O in the case of sales f. o. b. cars at seller's plant near Carlsbad, New Mexico.

SEC. 32. *Sales of potash in bags.* For sales of potash in bags there may be added to the applicable bulk prices above set forth $1.50 per ton plus a sum not in excess of the established maximum price, at the time of the sale, of the bags containing the ton.

SEC. 33. *Sales of imported potash.* The maximum prices at which potash originating outside of and imported into continental United States, may be sold and delivered, within the United States and any of its territories and possessions, are:

(a) *April and May deliveries.* For deliveries made during the months of April and May, the maximum spot prices set forth in sections 27, 28, 29 and 30 above;

(b) *October through March deliveries.* For deliveries made during the months beginning October 1 and ending March 31 next succeeding, the maximum spot prices set forth in sections 27, 28, 29 and 30 above less a discount of 6%.

(c) *June through September deliveries.* For deliveries made during the months beginning June 1 and ending September 30 next succeeding the maximum spot prices set forth in sections 27, 28, 29 and 30 less a discount of 12%.

SEC. 34. *Sales of potash by one fertilizer manufacturer to another.* The maximum prices at which a fertilizer manufacturer may sell his potash to another fertilizer manufacturer shall be no more than the applicable maximum spot price hereinbefore established, plus an amount equal to the actual transportation costs, if any, incurred and paid by the fertilizer manufacturer making the sale.

SEC. 35. *Freight adjustments; potash ports.* (a) On sales of 60% muriate of potash, transportation costs payable by the buyer shall be equalized or adjusted so that his actual transportation cost per unit of K_2O will be no greater than such cost would have been had the muriate of potash contained 62.5% K_2O.

(b) "Potash port" means any of the following:

Searsport, Maine.
Boston, Mass.
New York, N. Y.
Carteret, N. J.
Philadelphia, Pa.
Camden, N. J.
Wilmington, Del.
Baltimore, Md.
Norfolk, Va.
Wilmington, N. C.
Charleston, S. C.
Savannah, Ga.
Jacksonville, Fla.
Tampa, Fla.
Panama City, Fla.
Pensacola, Fla.
Mobile, Ala.
Gulfport, Miss.
New Orleans, La.
Lake Charles, La.
Beaumont, Tex.
Galveston, Tex.
Houston, Tex.
San Diego, Calif.
Los Angeles, Calif.
Oakland, Calif.
San Francisco, Calif.
Portland, Oreg.
Tacoma, Wash.
Seattle, Wash.
Bellingham, Wash.

This revised regulation shall become effective July 5, 1944.

NOTE: All record-keeping and reporting requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9616; Filed, June 30, 1944; 4:27 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Designation and Rent Declaration 31, Amdt. 20]

DESIGNATION OF AREAS AND RENT DECLARATIONS RELATING TO SUCH AREAS

Correction

In F.R. Doc. 44-9584, appearing at page 7329 of the issue for Saturday, July 1, 1944, the bracketed document designation should read as set forth above.

PART 1314—RAW MATERIALS FOR SHOES AND LEATHER PRODUCTS

[RPS 9,[1] Amdt. 10]

HIDES, KIPS AND CALFSKINS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Revised Price Schedule No. 9 is amended in the following respects:

1. Section 1314.4 is amended to read as follows:

§ 1314.4 *Commissions.* In the event that a seller of hides, kips or calfskins shall employ a broker to sell hides, kips or calfskins on his behalf, or in the event that a buyer shall employ a broker to buy, receive and ship hides, kips or calfskins on his behalf, a brokerage commission of not more than 3% of the purchase price may be charged for such services and added to the applicable maximum price established hereunder. A commission may not be charged to both buyer and seller. A commission shall be payable only if (a) it is shown as a separate charge in billing; (b) the hides, kips or calfskins are purchased or sold at a price no higher than the applicable maximum price; and (c) no broker splits or divides the commission with the buyer or with the seller, or with an agent or employee of the buyer or the seller.

In no case may any person charge or receive such a commission or fee on hides, kips or calfskins sold for his own account even though such person may have performed the receiving service or any other service for the buyer, and in no case may any person charge or receive, pay or offer to pay such a commission or fee on hides, kips or calfskins purchased or sold in the green or partially cured state or on hides, kips or calfskins (except slunks) purchased or sold in lots of less than 20,000 pounds of hides or 5,000 pounds of skins.

2. Section 1314.5a is revoked.

3. Section 1314.6a is revoked.

4. Section 1314.7 is amended to read as follows:

§ 1314.7 *Reports.* (a) On and after July 24, 1942, every tanner, or agent acting on behalf of a tanner, and every person making sales of hides or skins to a tanner shall submit to the Office of Price Administration, Washington, D. C., a copy of each invoice or similar document delivered in connection with a purchase or a sale of hides or skins. Such invoice or document shall be transmitted by mail to the Office of Price Administration contemporaneously with its transmission to the buyer or seller, as the case may be, and shall contain all relevant details of the transaction, including (1) the quantity and price of each type, classification and grade of hides or skins sold and (2) the tare and other allowances given or received.

*Copies may be obtained from the Office of Price Administration.

[1] 7 F.R. 1227, 2000, 2132, 5706, 8948; 8 F.R. 2997, 11676, 12312, 13513, 15259, 16279; 9 F.R. 1325.

(b) In the event that the hides or skins actually received by the tanner, or by the agent acting on his behalf, differ in any material respect from the description thereof contained in the invoice or similar document delivered in connection with the purchase, the tanner or such agent shall transmit to the Office of Price Administration on the same day the inspection of the hides or skins is made, a statement identifying the seller and the shipment and setting forth such difference.

5. Section 1314.8a is amended to read as follows:

§ 1314.8a *Licensing.* The provisions of Licensing Order No. 1,[2] licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation or schedule. A seller's license may be suspended for violations of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

6. Section 1314.10 (j) is amended to read as follows:

(j) The term "shipping point" means the point from which the hides are shipped to the purchaser and shall include the point from which the seller, who has consolidated hides or skins into carload lots, ships them to the purchaser.

7. Section 1314.11 is amended to read as follows:

§ 1314.11 *Appendix A: Maximum prices for domestic hides*—(a) *Packer classifications*—(1) *Packer classifications sold on a selected basis.*[3]

TABLE I—STANDARD PRESENT TRIM, TARE ALLOWANCE AND DELIVERY

[Price per pound, f. o. b. shipping point]

	No. 1's	No. 2's
Native steers, heavy and light	$0.15½	$0.14½
Native steers, extreme light (30 to 48 pounds)	.15½	.14½
Heavy native cows (53 pounds and up)	.15½	.14½
Light native cows (less than 53 pounds)	.15½	.14½
Butt branded steers	.14½	.13½
Texas steers, heavy and light	.14½	.13½
Texas steers, extreme light (30 to 48 pounds)	.15	.14
Colorado steers	.14	.13
Branded cows	.14½	.13½
Native bulls	.12	.11
Branded bulls	.11	.10

TABLE II—OPTIONAL MAXIMUM PRICES

The maximum prices set forth in Table II may be used in lieu of those set forth in Table I by packers producing standard Packer selections so long as each of the selections for classes and weights set forth below is cured in a separate pack:

[Price per pound, f. o. b. shipping point]

	No. 1's	No. 2's
Heavy native steers (58 pounds and up)	$0.15½	$0.14½
Light and extreme light native steers (under 58 pounds)	.15½	.14½
Heavy branded steers, butt and side branded (58 pounds and up)	.14½	.13½
Light and extreme light branded steers (under 58 pounds)	.14½	.13½
Heavy native cows (53 or 55 pounds [1] and up)	.15½	.14½
Light native cows (under 53 or 55 pounds [1])	.15½	.14½
Branded cows (all weights [2])	.14½	.13½
Native bulls (all weights)	.12	.11
Branded bulls (all weights)	.11	.10

[1] Optional with the seller.
[2] Or divided into 53 or 55 pounds and up and under 53 or 55 pounds.

Packer classifications of hides which fail to meet established standards of trim, tare allowance or delivery shall be sold at a price at least 1¢ per pound less than the applicable maximum price set forth in paragraph (a) (1) of this section.

(2) *Packer classifications sold on an unselected basis.* The maximum prices for packer classifications of hides sold on an unselected basis, i. e., flat for No. 1's and No. 2's shall be the applicable maximum prices for No. 2's set forth in paragraph (a) (1) of this section.

(b) *Other than packer classifications.*[4]

[Price per pound, f. o. b. shipping point]

	Trimmed	Untrimmed [1]
Free of brand steers and cows including free of brand bulls up to 58 pounds	$0.15	$0.14
Branded steers and cows, including branded bulls up to 58 pounds	.14	.13
Free of brand bulls	.11½	.10½
Branded bulls	.10½	.09½

[1] The term "untrimmed" as applied to hides, means hides without the standard head and tail trim prevailing on hides of packer classifications, in which the ears, ear butt fat and gristles, ox-lip, snouts and lower lips are trimmed off in the green stale before salting and in which the tails are cut off to not more than eight inches in length.

Tare allowance. A tare allowance of not less than 2% shall be allowed on all sales of hides other than packer classifications.

(c) *Pacific coast hides.*

[Price per pound, f. o. b. shipping point]

	Trimmed	Untrimmed [1]
Native and branded steers and cows (flat for No. 1's and No. 2's)	$0.13½	$0.12½
Native and branded bulls (flat for No. 1's and No. 2's	.10	.09

[1] Supra, note 1.

Tare allowance. A tare allowance of not less than two pounds tare per hide shall be allowed on all sales of Pacific Coast hides.

(d) *Hides or skins in mixed lots.* When hides or skins are sold in lots containing more than one type or grade of hides, kips or calfskins for which maximum prices are established by Price Schedule No. 9, unless the quantity of each such type or grade is determined by actual inspection and separately priced at not exceeding the applicable maximum, the maximum price for the lot shall be the maximum price for that type or grade of hide or skin included in the lot which has the lowest established maximum price.

(e) *Green or partially cured hides.* The maximum prices for green or partially cured hides shall be the maximum prices set forth above: *Provided,* That the maximum prices for green or partially cured hides sold to tanners, or for their account, or to persons who have hides tanned on contract (i. e., others than dealers buying and selling untrimmed hides for their own account) shall be the maximum prices set forth above reduced by 20%.

(f) *Sales of bull hides at retail.* The maximum price for retail sales of bull hides shall be the applicable maximum price set forth in Appendix A hereof plus two cents per pound. The term "retail sales" means sales through a regularly maintained retail establishment to the ultimate consumer: *Provided,* That no tanner or other processor of hides and no purchaser of hides for resale shall be deemed to be an ultimate consumer.

8. Section 1314.12 is amended to read as follows:

§ 1314.12 *Appendix B: Maximum prices for domestic kips and calfskins*—(a) (1) *Packer calf and kipskins sold on a selected basis.*

No. 1 SELECTION, STANDARD PRESENT TRIM, TARE ALLOWANCE AND DELIVERY

	Price per lb., f. o. b. shipping point
Chicago packer heavy northern (9½–15 lb.)	$0.27
Chicago packer lights (less than 9½ lb.)	.23½
Packer kips, No. 1 northern native (15–30 lb.)	.20
Branded kips (30 lb. and down)	.17½
Slunks, regular	[1] 1.10
Slunks, hairless	[1] .55

[1] Each, flat for No. 1's and No. 2's.

Tare allowance for packer calf and kipskins. A tare allowance of not less than one-half pound per skin for packer calf (except slunks) and three-fourths pound per skin for packer kip shall be allowed on all sales of packer calf and kipskins.

(2) *Chicago city calf and kipskins sold on a selected basis.*

No. 1 SELECTION, STANDARD PRESENT TRIM, TARE ALLOWANCE AND DELIVERY

	Price per lb., f. o. b. shipping point
Chicago City (10 to 15 pounds)	$0.23
Chicago City (8 to 10 pounds)	.20½
Chicago City native kips (15 to 30 pounds)	.18
Chicago City branded kips (30 pounds and down)	.17

[2] 8 F.R. 13240.
[3] Paragraphs (a) and (b) of § 1314.11, Appendix A, do not apply to hides originating in the Pacific Coast.
[4] Supra, note 3.

	Price per skin, f. o. b. shipping point
Chicago City (less than 8 pounds)	$1.43

Tare allowance for Chicago City calf and kipskins. A tare allowance of not less than one-half pound per skin for Chicago city calf (except slunks) and three-fourths pound per skin for Chicago city kip shall be allowed on all sales of Chicago city calf and kipskins.

(3) *New York City packer and collector calf and kipskins sold on a selected basis.*

No. 1 SELECTION, NEW YORK CITY TRIM, STANDARD TARE ALLOWANCE AND DELIVERY

	Price per skin, f. o. b. shipping point
New York packer (3 to 4 lb.)	$1.25
New York packer (4 to 5 lb.)	1.40
New York packer (5 to 7 lb.)	1.80
New York packer (7 to 9 lb.)	2.80
New York packer (9 to 12 lb.)	3.80
New York packer (12 to 17 lb.)	4.20
New York packer (17 lb. or more)	4.60
New York collector (3 to 4 lb.)	1.15
New York collector (4 to 5 lb.)	1.30
New York collector (5 to 7 lb.)	1.65
New York collector (7 to 9 lb.)	2.60
New York collector (9 to 12 lb.)	3.55
New York collector (12 to 17 lb.)	3.95
New York collector (17 lb. or more)	4.35

Calf and kipskins of the classifications set forth above which fail to meet established standards of trim, tare allowance or delivery for the type or grade sold, shall be sold at a price at least 2¢ per pound, or, when sold on a per skin basis, at least 20¢ per skin, less than the applicable maximum price set forth above.

Maximum prices for No. 2's. The maximum price for No. 2 calf and kipskins of the classifications set forth above shall not exceed the maximum price for each such classification reduced by a discount of 10%.

Maximum prices for skins not New York City trimmed. The maximum prices for calf and kipskins, other than Pacific Coast skins, which are not New York City trimmed, shall be the maximum prices established by Price Schedule No. 9 for packer calf and kipskins, Chicago City calf and kipskins or country calf and kipskins, whichever are applicable.

Maximum prices for skins sold on an unselected basis. The maximum prices for calfskins of the classifications set forth above sold on an unselected basis, i. e., flat for No. 1's and No. 2's, shall be the applicable maximum prices for No. 2's.

The maximum prices for kipskins of the classifications set forth above sold on an unselected basis, i. e., flat for No. 1's and No. 2's, shall be the applicable maximum prices for each such classification less 1¢ per pound.

When the quantity of No. 2's in any lot of skins sold is not determined by actual inspection or is based upon the buyer's or the seller's estimate thereof, the maximum price for the lot shall be the maximum price established by Price Schedule No. 9 for skins sold on an unselected basis.

(b) *Country calf and kipskins.*

	Price per lb., f. o. b. shipping point
Country calf (10 pounds and down) [5]	$0.16
Country calf (10 to 15 pounds) [5]	.18
Country kips (15 to 30 pounds) [5]	.16

[5] Flat for No. 1's and 2's.

Tare allowance. A tare allowance of not less than 2% shall be allowed on all sales of country calf and kipskins.

(c) *Pacific coast calf and kipskins,*[6] *standard tare allowance and delivery.*

	Price per lb., f. o. b. shipping point
Pacific coast kips (15 pounds or more) [1]	$0.19¼
Pacific coast New York City trimmed kips (15 pounds or more) [1]	.21
Pacific coast trimmed calf (6 to 13 pounds) [1]	.26
Pacific coast trimmed calf (13 to 15 pounds) [1]	.23½

	Price per skin, f. o. b. shipping point
Pacific coast calf (less than 6 pounds) [1]	$1.25
Pacific coast slunks, regular [1]	1.00
Pacific coast slunks, hairless [1]	.50

[1] Flat for No. 1's and 2's.

Pacific coast calf and kipskins which fail to meet established standards of tare allowance or delivery shall be sold at a price at least 1¢ per pound less than the applicable maximum price set forth above.

(d) *Hides or skins sold in mixed lots.* When hides or skins are sold in lots containing more than one type or grade of hides, kips or calfskins for which maximum prices are established by Price Schedule No. 9, unless the quantity of each such type or grade is determined by actual inspection and separately priced at not exceeding the applicable maximum, the maximum price for the lot shall be the maximum price for that type or grade of hide or skin included in the lot which has the lowest established maximum price.

(e) *Green or partially cured kips and calfskins.* The maximum prices for green or partially cured kips or calfskins shall be the maximum prices set forth above: *Provided,* That the maximum prices for green or partially cured kips or calfskins sold to tanners, or for their account, or to persons who have kips or calfskins tanned on contract (i. e., others than dealers buying and selling untrimmed kips or calfskins for their own account) shall be the maximum prices set forth above reduced by 15%: *Provided further,* That where the buyer's agent or employee takes off the skin, the applicable maximum price shall be reduced by not less than 20¢ per skin.

9. Section 1314.13 is revoked.

This amendment shall become effective June 30, 1944.

NOTE: All record keeping and reporting requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9632; Filed, June 30, 1944; 4:24 p. m.]

[6] The maximum price of any calfskin originating in the Pacific Coast, but not Pacific Coast trimmed, shall not exceed 80% of the maximum price set forth above for Pacific Coast Trimmed Calf of corresponding weight except that (a) in the case of skins weighing less than six pounds, the maximum price of $1.25 per skin shall apply to both trimmed and untrimmed skins, and (b) New York City trimmed calfskins originating in the Pacific Coast weighing 15 pounds or less may be sold by the skin at prices not exceeding the maximum prices established above for New York Collector skins.

[1] 9 F.R. 173, 908, 1181, 2091, 2290, 2552, 2947, 2830, 3707, 3580, 4542, 4605, 4883, 4607, 5956, 6103, 6455, 6151.

[2] 9 F.R. 6731, 7081, 7081, 7082, 7167, 7060, 7203.

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 13,[1] Amdt. 21 to 2d Rev. Supp. 1]

PROCESSED FOODS

Section 1407.1102 (a) is amended to read as follows:

(a) Processed foods shall have the point values set forth in the Official Table of Point Values (No. 17) OPA Form R–1313) which is made a part hereof.

This amendment shall become effective at 12:01 a. m., July 2, 1944.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Directive 1, 7 F.R. 562; War Food Order No. 56, 8 F.R. 2005, 9 F.R. 4319; and War Food Order No. 58, 8 F.R. 2251, 9 F.R. 4320)

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9634; Filed, June 30, 1944; 4:25 p. m.]

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 16,[2] Amdt. 3 to 2d Rev. Supp. 1]

MEAT, FATS, FISH AND CHEESES

Second Revised Supplement 1 to Revised Ration Order 16 is amended in the following respects:

1. Section 1407.3027 (a) is amended to read as follows:

(a) Foods covered by Revised Ration Order 16 shall have the point values set forth in the Official Tables of Consumer and Trade Point Values (No. 16) (OPA Forms R–1313 and 1611) which are made a part hereof.

2. Section 1407.3027 (e) (8) is added to read as follows:

(8) X8, Y8, and Z8 are valid beginning July 2, 1944.

This amendment shall become effective at 12:01 a. m., July 2, 1944.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Directive 1, 7 F.R. 562; and Supp. Dir. 1–M, 7 F.R. 8234; War Food Order No. 56, 8 F.R. 2005, 9 F.R. 4319; War Food Order No. 58, 8 F.R. 2251, 9 F.R. 4319; War Food Order No. 59, 8 F.R. 3471, 9 F.R. 4319; War Food Order No. 61, 8 F.R. 3471, 9 F.R. 4319)

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9633; Filed, June 30, 1944; 4:25 p. m.]

PART 1439—UNPROCESSED AGRICULTURAL COMMODITIES

[MPR 426,[1] Amdt. 33]

FRESH FRUITS AND VEGETABLES FOR TABLE USE, SALES EXCEPT AT RETAIL

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.*

In section 15, Appendix H is amended in the following respects:

1. Table 8 in paragraph (b) is amended to read as follows:

TABLE 8—MAXIMUM PRICES FOR CERTAIN BERRIES

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item	Kind of berries and production Zone [1]	Unit [2]	Season	Maximum prices f. o. b. country shipping point	Maximum price for sales delivered at any wholesale receiving point in any quantity [3]	Maximum prices for sales by certain persons in less than carlots or less than truck-lots delivered to the premises of any retail store, government procurement agency or institutional user [4]
				Cents		
1	Strawberries, Zone I.	Pint	May 2—end of season.	16½	Price in Column 5 plus freight from shipping point to wholesale receiving point, and plus actual cost of protective services, not to exceed a common carrier's lowest charge for the same services.	Price in Column 6 plus 3½¢ for pints and pounds, or plus 6¢ for quarts.
2		Quart		32½		
3		Pound		21½		
4	Strawberries, Zone II.	Pint	Entire season	20		
5		Quart		39		
6		Pound		26½		
7	Strawberries, Zone III.	Pint	Entire season	13		
8		Quart		27		
9		Pound		18		
10	Red raspberries, Zones I & II.	Pint	Entire season	21		
11		Quart		40½		
12		Pound		27		
13	Red raspberries, Zone III.	Pint	Entire season	14½		
14		Quart		27		
15		Pound		18		
16	Black raspberries, Zones I & II.	Pint	Entire season	19½		
17		Quart		37½		
18		Pound		25		
19	Black raspberries, Zone III.	Pint	Entire season	13		
20		Quart		24		
21		Pound		16		
22	Blackberries and dewberries* Zones I & II.	Pint	Entire season	14		
23		Quart		27		
24		Pound		18		
25	Blackberries and dewberries* Zone III.	Pint	Entire season	12		
26		Quart		22½		
27		Pound		15		

*Including both wild and cultivated blackberries and dewberries.

[1] Zone I consists of the states of North Dakota, South Dakota, Nebraska, Kansas, Oklahoma, Texas and all states east thereof.

Zone II consists of the states of Montana, Wyoming, Colorado, Idaho, New Mexico, Arizona, Nevada, Utah, California, Oregon (counties of Wasco, Jefferson, Deschutes, Douglas, Coos, Curry and all counties east thereof) and Washington (counties of Okanogan, Chelan, Kittitas, Yakima, Klickitat and all counties east thereof.

Zone III consists of all other counties of Oregon and Washington.

[2] The per pound price applies to berries in all containers other than pints and quarts.

[3] In figuring a price under Column 6, or for sales made while the goods are in transit, the Column 5 price to be used is the price for the zone in which the berries were produced, in effect at the time of shipment from the country shipping point.

[4] The prices figured under Columns 6 and 7 are maximum prices for each lot or shipment of berries received and sold by the particular seller. For the sellers covered by column 7, see general provisions of this appendix.

2. In the table in paragraph (c), item 8 in Column 2 is amended to read as follows:

Strawberries, blackberries, dewberries, red and black raspberries.

This amendment shall become effective July 3, 1944.

Issued this 29th day of June 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

Approved June 24, 1944.

WILSON COWEN,
Assistant War Food Administrator.

[F. R. Doc. 44-9527; Filed, June 29, 1944; 11:44 a. m.]

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 16409, 16294, 16519, 16423, 17372; 9 F.R. 790, 902, 1581, 2008, 2023, 2493, 4030, 4086, 4434, 4786, 4787, 4877, 5926, 5959, 6104, 6106, 6420, 6711.

PART 1315—RUBBER AND PRODUCTS AND MATERIALS OF WHICH RUBBER IS A COMPONENT

[RO 1B,[1] Amdt. 8]

MILEAGE RATIONING: TIRE REGULATIONS FOR PUERTO RICO

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Ration Order 1B is amended in the following respects:

1. Section 1.3 (a) (5) is amended by deleting the phrase "tire, tube, recapping service or camelback" and inserting in lieu thereof the phrase "tire or tube."

2. Sections 1.3 (a) (18), 1.3 (a) (24), 1.3 (a) (31), 2.1 (a) (1) (i), 2.4 (b) (4), 2.4 (c), 2.7 (b), 2.16 (b) (1), 2.29 (c), 2.31 (d) (3), 2.31 (d) (4), 2.33 (j) (1), 2.33 (k), 3.2 (c), 3.3 (a) (4) and 3.5 are hereby revoked.

3. Section 1.3 (a) (28) is amended by deleting the phrase "solid or" after the phrase "means any".

4. Sections 1.6 (a), 2.0 (a), 2.9 (b) and 2.15 (a) are amended by deleting the phrase "tires, tubes, recapping service or camelback" wherever it appears and inserting in lieu thereof, in each instance, the phrase "tires or tubes".

5. Sections 1.6 (b), 2.3 (a), 2.8 (a), 2.9 (d), 2.10 (a), 2.17 (c) and 2.31 (f) are amended by deleting the phrase "tires, tubes or recapping service" wherever it appears and inserting in lieu thereof, in each instance the phrase "tires or tubes".

6. Sections 2.1 (a), 2.2 (a), 2.2 (c), 2.3 (a), and 2.5 are amended by deleting the phrase "tire, tube or recapping service" wherever it appears, and inserting in lieu thereof, in each instance, the phrase "tire or tube".

7. Section 2.1 (a) (2) is amended by inserting a period after the word "replace" and deleting the phrase "or recap".

8. Section 2.1 (a) (2) (ii) is amended by deleting the phrase "make timely application for" and inserting in lieu thereof the phrase "obtain timely".

9. Section 2.1 (a) (3) is amended by deleting the phrase "or recap" after the phrase "to replace".

10. Section 2.1 (a) (5) is amended by inserting a period after the word "replace" and deleting the phrase "or tire sought to be recapped".

11. The table in section 2.2 (c) is amended to read as follows:

[1] 8 F.R. 9551, 12695, 14153; 9 F.R. 219, 1318, 1945, 3849, 6629.

Type of ration	Adjusted weekly mileage	Eligible for tires	Eligible for tubes
Basic "A" only	12 miles a week	None	New or used at applicant's option.
Supplemental "B" occupational.	Less than 48 miles a week.	Grade III tire if applicant does not have a recappable carcass.	New or used at applicant's option.
Supplemental "B" occupational, or "C" preferred.	48 miles or more a week.	At applicant's option a Grade III or a Grade I tire if he does not have a recappable carcass.	New or used at applicant's option.
Fleet passenger and bulk rations.	Adjusted mileage	According to adjusted mileage for each vehicle.	New or used at applicant's option.

12. Section 2.2 (d) (1) is amended by inserting a period after the word "office" and deleting the phrase "or if the Director finds that the recapping facilities are unavailable or inadequate".

13. Section 2.4 (b) is amended by deleting the phrase "or for recapping service" after the phrase "for a used tire".

14. Section 2.4 (b) (1) is amended by deleting the phrase "recapping service" after the phrase "paragraph for".

15. Section 2.8 (b) is amended to read as follows:

(b) *Issuance of certificates by the Director.* Upon letter of application from any dealer or distributor in Puerto Rico, accompanied by Parts B, the Director may issue Exchange Certificates for tires or tubes to dealers and distributors in exchange for the Parts B surrendered. The Exchange Certificate shall be prepared on Form OPA-R-2 (Revised), and shall authorize replenishment of the same number of units of passenger-type tires, passenger-type tubes, truck-type tires and truck-type tubes as are included in the Parts B surrendered for exchange. The types of tires on the Exchange Certificates shall be computed in accordance with the table in section 2.31 (c). The parts "B" surrendered by the dealers and distributors shall thereupon be destroyed.

16. Section 2.11 (a) is amended by deleting the phrase "or recapped" after the phrase "to be replaced".

17. Section 2.13 is amended by deleting the phrase "or the type of recapping service or camelback" after the phrase "tires or tubes".

18. Section 2.14 (a) (1) is amended to read as follows:

(1) *For tires and tubes.* OPA Form R-2 (Revised) authorizing an applicant to acquire tires or tubes. Separate certificates shall be issued for tires and for tubes.

19. Section 2.16 (a) (1) (i) is amended by deleting the phrase "he is having his tires recapped or if" after the word "when".

20. Section 2.16 (a) (2) is amended by deleting the phrase "or the amount and type of recapping service" after the word "tubes".

21. Section 2.17 (b) is amended by inserting a period after the word "recapper" and deleting the phrase "in accordance with section 2.33 (j) (2)."

22. Sections 2.18 (b), 2.31 (a), 2.31 (b), 2.31 (c) (3) (i), 2.31 (c) (3) (ii), 2.31 (e), 2.32 (a), 2.32 (a) (5), 2.32 (b), 2.33 (a), 2.33 (b), 2.33 (c), 2.33 (f), 2.33 (g), 2.33 (l), 2.33 (m), 2.33 (n), 2.34 (a), 2.35 (e), 3.2 (a), 3.2 (a) (3), 3.3 (a) and 3.6 (a) are amended by deleting the phrase "tires, tubes or camelback" wherever it appears, and inserting in lieu thereof, in each instance, the phrase "tires or tubes".

23. Section 2.18 (c) is amended by deleting the phrase "or type of recapping service or camelback" after the word "tubes".

24. Section 2.19 is amended to read as follows:

SEC. 2.19 *Splitting of certificates.* A holder of a certificate or part of a certificate who is unable to acquire from one supplier all the tires or tubes which he has been authorized to acquire may return the certificate to the issuing Board and the Board shall thereupon cancel the returned certificate and issue as many certificates as are necessary to permit the acquisition of such tires or tubes from several suppliers. In the event that a certificate or part of a certificate is issued by a Board in the Virgin Islands of the United States, it may be surrendered by the holder to the Director in San Juan, Puerto Rico, who may issue as many certificates as are necessary.

25. Sections 2.28 (a) (1), 2.28 (a) (2), 2.32 (a) (1), 2.32 (a) (2), 2.32 (a) (3) and 2.32 (a) (4) are amended by deleting the phrase "tire, tube or camelback" wherever it appears and inserting in lieu thereof, in each instance, the phrase "tire or tube".

26. Sections 2.29 (a) (1) and 2.29 (a) (2) are amended by deleting the phrase "or recapped" wherever it appears.

27. Section 2.31 (c) (2) is amended by deleting the phrase "or 8½ lbs. of passenger type camelback" wherever it appears.

28. Section 2.31 (d) is amended to read as follows:

(d) *Camelback for recapping.* No recapper shall apply camelback to the tread surface of a carcass if the carcass will not be serviceable as a recapped tire.

29. Section 2.33 (i) is amended by inserting a period after the word "recapper" and deleting the phrase "in accordance with paragraph (j) (2) of this section".

30. Section 2.33 (j) (2) is amended to read as follows:

(2) If a dealer transfers a recappable tire to a recapper such recapper may transfer to such dealer a Grade III tire in exchange thereof.

31. Section 2.33 (q) is amended by deleting the word "camelback" and the last sentence.

32. Section 2.35 (f) is amended to read as follows:

(f) *Abuse of tires.* No person shall, without lawful authority abuse, alter, damage or neglect any tire or tube in his possession or control. Failure to obtain timely recapping or make timely application for replacement shall constitute a form of abuse, within the meaning of this paragraph.

33. Section 2.35 (m) is amended by deleting the phrase "tire, tube, camelback or recapping" and inserting in lieu thereof, the phrase "tire or tube".

34. Section 3.3 (a) (2) is amended by inserting a period after the word "thereof" and deleting the phrase "and the type of camelback used in recapping the tires".

35. Section 3.13 is amended by deleting the word "camelback".

This amendment shall become effective July 1, 1944.

Issued this 1st day of July 1944.

JORGE L. CORDOVA,
Territorial Director,
Puerto Rico.

Approved:

GERALD A. BARRETT,
Acting Regional Administrator.
Region IX.

[F. R. Doc. 44-9675; Filed, July 1, 1944; 11:59 a. m.]

PART 1367—FERTILIZERS

[RMPR 240]

PHOSPHATE ROCK

Maximum Price Regulation 240 is redesignated Revised Maximum Price Regulation 240 and is revised and amended to read as set forth herein. RMPR 240 establishes maximum prices for Florida land pebble and hard phosphate rock and for Tennessee brown phosphate rock.

In the judgment of the Price Administrator, the maximum prices established by this revised regulation are and will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942, as amended, and Executive Orders 9250 and 9328. So far as practical, the Price Administrator has advised and consulted with the members of the industry affected by this revised regulation.

Such standards and specifications as are used in this revised regulation were, prior to such use, in general use in the industry affected.

A statement of the considerations involved in the issuance of this revised regulation has been issued simultaneously herewith and filed with the Division of the Federal Register.*

REVISED MAXIMUM PRICE REGULATION 240—PHOSPHATE ROCK

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Sec.
1. Applicability.
2. Sales at other than maximum prices.
3. Evasion.
4. Records and reports.
5. Enforcement.
6. Licensing.
7. Protests and petitions for amendment.

*Copies may be obtained from the Office of Price Administration.

Sec.
8. Definitions.
Appendix A—Maximum prices for Florida land pebble phosphate
Appendix B—Maximum prices for Tennessee brown phosphate rock
Appendix C—Maximum prices for Florida hard phosphate

AUTHORITY: Secs. 1 to 8, incl. (§ 1367.101) issued under 56 Stat. 23,765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.

SECTION 1. *Applicability*—(a) *In general.* Except as provided in paragraph (b) of this section with reference to emergency sales to the United States and its agencies and paragraph (c) of this section with reference to export sales, this regulation shall apply to all sales by miners of Florida land pebble and hard phosphate rock and of Tennessee brown phosphate rock, whether sold for immediate or future delivery, within the District of Columbia and the 48 states of the United States.

(b) *Emergency purchases.* This regulation shall have no application to any purchases by the United States or any of its agencies under such circumstances of emergency as to make immediate delivery imperative and as to render it impossible to secure or unfair to require immediate delivery at the maximum price which would otherwise be applicable if such purchases and deliveries are made pursuant to the provisions of section 4.3 (f) of Revised Supplementary Regulation 1 to the General Maximum Price Regulation, as amended: *Provided, however,* That the Administrator may, by order, waive the reporting of any part of the information required by section 4.3 (f) in connection with a particular purchase or group of purchases upon determining that such information may not reasonably be required under all the circumstances, and he may, in lieu thereof, require the reporting of other information more suited to the circumstances.

(c) *Export sales.* This regulation shall have no application to export sales of Florida land pebble and hard phosphate rock and of Tennessee brown phosphate rock. The maximum price of such sales shall be determined in accordance with the provisions of the Second Revised Export Price Regulation.

SEC. 2. *Sales at other than maximum prices*—(a) *Prohibition.* Regardless of any contract or obligation, no miner shall sell or deliver, and no person in the course of trade or business shall buy or receive from a miner Florida land pebble and hard phosphate rock and Tennessee brown phosphate rock at a price above the maximum price established by Appendices A, B and C of this regulation for such sale, nor shall any person agree to solicit, offer or attempt to do any of the foregoing. This prohibiton, however, is subject to the provision for adjustable pricing contained in paragraph (b) of this section, the exception for emergency purchases by the United States and its agencies contained in paragraph (b) of section 1 and the exception for export sales contained in paragraph (c) of section 1.

(b) *Adjustable pricing.* Any person may agree to sell at a price which can be increased up to the maximum price in effect at the time of delivery, but no person may, unless authorized by the Office of Price Administration, deliver or agree to deliver at prices to be adjusted upward in accordance with action taken by the Office of Price Administration after delivery. Such authorization may be given when a request for a change in the applicable maximum price is pending, but only if the authorization is necessary to promote distribution or production and if it will not interfere with the purposes of the Emergency Price Control Act of 1942, as amended. The authorization may be given by an order of the Administrator or any official of the Office of Price Administration having authority to act upon the pending request for a change in price or to give the authorization.

(c) *Lower prices.* Prices lower than the maximum prices established by this regulation may, of course, be charged or paid.

SEC. 3. *Evasion.* Any method whereby a miner obtains greater consideration than the maximum price, or whereby he gives less than the consideration due the buyer for the maximum price is an evasion of this regulation, and therefore prohibited; and any offer or agreement which accomplishes or attempts to accomplish such a result is equally prohibited; except, that the foregoing does not prohibit practices which were customary either to the miner or to the trade prior to April 1, 1942 of requiring the buyer to purchase combinations of commodities or of requiring the buyer to sell back to the miner other commodities or the same commodity; *Provided,* All such sales and purchases are at the market price, not exceeding the maximum price.

SEC. 4. *Records and reports.* (a) Every miner of Florida land pebble and hard phosphate rock and Tennessee brown phosphate rock who offers, agrees to sell, sells, or delivers such phosphate rock shall keep for inspection by the Office of Price Administration for so long as the Emergency Price Control Act of 1942 remains in effect, a complete and accurate record of every such offer, agreement, purchase, sale or delivery showing the date thereof, the name and address, the amount of the transportation charges paid by the miner and the quantity, grade and size sold.

(b) Persons affected by this regulation shall submit such reports to the Office of Price Administration as it may from time to time require.

SEC. 5. *Enforcement.* Persons violating any provisions of this regulation are subject to the criminal penalties, civil enforcement actions, suits for treble damages and proceedings for suspension of licenses provided for by the Emergency Price Control Act of 1942, as amended.

SEC. 6. *Licensing.* The provisions of Licensing Order No. 1, licensing all persons who make sales under price control, are applicable to all miners subject to this regulation. A miner's license may be suspended for violations of the license or of any one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

SEC. 7. *Protests and petitions for amendment.* Any person desiring to file a protest against or seeking an amendment of any provision of this regulation ma_ do so in accordance with the provisions of Revised Procedural Regulation No. 1[1] issued by the Office of Price Administration.

SEC. 8. *Definitions.* When used in this Regulation 240, the terms:

(1) "Person" includes an individual, corporation, partnership, association, or other organized group of persons or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(2) "Miner" means a person who mines or recovers from the soil, phosphate rock and who may process the same to whatsoever extent before shipment.

(3) "Phosphate rock" means rock composed of mixtures of phosphate minerals, the chief of which is tricalcium phosphate or tribasic phosphate of lime, a compound of phosphoric acid and lime chemically described as $CA_3(PO_4)_2$.

(4) "Florida land pebble phosphate rock" means phosphate rock of pebble-like formation mined and recovered in the State of Florida from land as distinguished from river beds.

(5) "Tennessee brown phosphate rock" means phosphate rock brown in color mined and recovered in the State of Tennessee.

(6) "Florida hard phosphate rock" means phosphate rock mined in Florida of a more solid formation than pebble rock.

(7) "B. P. L." means bone phosphate of lime, a commercial description of phosphate rock based upon the content tricalcium phosphate or tribasic phosphate of lime ($CA_3(PO_4)_2$).

(8) "Kind" means a phosphate rock described by the name of the state in which it is mined, the basic substance of which it is composed and may include the color of its appearance, as for example, "Florida land pebble phosphate rock;" "Tennessee brown phosphate rock."

(9) "Grade" means the percentage of phosphorus content expressed in units of bone phosphate of lime or phosphorus pentoxide (P_2O_5).

APPENDIX A—MAXIMUM PRICES FOR FLORIDA LAND PEBBLE PHOSPHATE ROCK

The miner may charge any person for Florida land pebble phosphate rock upon the terms and conditions, and for the grades and descriptions, the prices, all as set forth in the following schedule:

1. *Unground phosphate rock:*

Size.—Run of mine in carload lots—washed, dried and unground.

Price.—Basis gross ton (2240 lbs.) f. o. b. cars at mines.

[1] 7 F.R. 8961; 8 F.R. 3313, 3533, 6173, 11806; 9 F.R. 1594, 3075.

Quality.—Bone phosphate of lime (B. P. L.) on a dry basis, and not more than 4% combined oxide of iron and aluminum (when determined separately on a dry basis) and not more than 3% moisture.

Grades:

68/66% B. P. L.—$2.20 basis 68% B. P. L., 10¢ per unit rise to 70% maximum and 10¢ per unit fall to 64% minimum, fractions in proportion.

70/68% B. P. L.—$2.60 basis 70% B. P. L., 10¢ per unit rise to 72% maximum and 20¢ per unit fall to 68% minimum, fractions in proportion.

72/70% B. P. L.—$3.20 basis 72% B. P. L., 15¢ per unit rise to 74% maximum and 30¢ per unit fall to 70% minimum, fractions in proportion.

75/74% B. P. L.—$4.20 basis 75% B. P. L., 20¢ per unit rise to 76% maximum and 40¢ per unit fall to 74% minimum, fractions in proportion.

77/76% B P. L.—$5.20 basis 77% B. P. L., 25¢ per unit rise to 81% maximum and 50¢ per unit fall to 76% minimum, fractions in proportion.

Special sizes.—Add 50¢ per gross ton for all pebble rock without any flotation concentrates.

Screened rock after drying for furnace use: Add $1.00 per gross ton for all plus 5/32-inch screen size.

Wet rock.—Deduct 50¢ per gross ton for wet rock not dried.

Calcining.—Add $1.10 per gross ton for calcining basis 1500° Fahrenheit plus 5¢ per gross ton for each 100° Fahrenheit above 1500° or less 5¢ per gross ton for each 100° below 1500° guaranteed, no adjustment for less than 100°.

Grinding.—Add 45¢ per gross ton for grinding 48 to 52% minus 200 mesh screen.

Add 55¢ per gross ton for grinding 58 to 62% minus 200 mesh screen.

Car door boards.—Add $2.50 per car for boarding up box car doors.

Lining cars.—Add 75¢ per car for lining doors. Add $1.75 per car for lining cars.

NOTE: Above prices without any guarantee as to oxide of iron and alumina apply to sales to ferrophosphorus and pig iron manufacturers.

2. *Finely ground phosphate rock:*

Price.—Basis net ton (2,000 lbs.) f. o. b. cars at mines in carload lots in bulk.

Quality.—Phosphorus pentoxide (P_2O_5) on a dry basis minimum grade guaranteed and not more than 3% moisture.

Ground not less than 85% minum 200 mesh.

Grades:

29% P_2O_5—$2.70 per ton basis 29% P_2O_5 minimum.

30% P_2O_5—$2.90 per ton basis 30% P_2O_5 minimum.

31% P_2O_5—$3.10 per ton basis 31% P_2O_5 minimum.

32% P_2O_5—$3.45 per ton basis 32% P_2O_5 minimum.

33% P_2O_5—$4.00 per ton basis 33% P_2O_5 minimum.

34% P_2O_5—$4.65 per ton basis 34% P_2O_5 minimum.

35% P_2O_5—$5.55 per ton basis 35% P_2O_5 minimum.

No charge for car liners or car door boards.

Bagged.—Add $2.00 per net ton for ground rock in 100-lb. capacity multi-wall paper bags.

Add 50¢ per net ton for truck-load shipments in bulk.

3. *Dust collector product:* $2.50 per net ton approximately 60% to 75%. B. P. L. and fineness of approximately 40 to 69%. Minus 200 mesh with no guarantee plus $3.25 per car for partial paper lining and car door boards.

APPENDIX B—MAXIMUM PRICES FOR TENNESSEE BROWN PHOSPHATE ROCK

The miner may charge any person for Tennessee brown phosphate rock upon the terms and conditions, and for the grades and descriptions, the prices, all as set forth in the following schedule:

1. *Unground phosphate rock:*

Size.—Run of mine in carload lots—washed, dried and unground.

Price.—Basis gross ton (2,240 lbs.) f. o. b. cars at mines.

Quality.—Bone phosphate of lime (B. P. L.) on a dry basis combined oxide of iron and alumina (I. & A. determined separately on a dry basis) adjusted basis 2 units B. P. L. for 1 unit I. & A. and not more than 3% moisture.

Grades:

68/66% B. P. L. 6% I. & A.—$4.50 basis 68% B. P. L., 12½¢ per unit rise to 70% maximum and 15¢ per unit fall to 66% minimum, fractions in proportion; I. & A. basis 6% with 2 units B. P. L. for 1 unit I. & A., fractions in proportion, added when below or deducted when above.

70/68% B. P. L. 5½% I. & A.—$5.00 basis 70% B. P. L., 15¢ per unit rise to 72% maximum and 20¢ per unit fall to 68% minimum, fractions in proportion; I. & A. basis 5½% with 2 units B. P. L. for 1 unit I. & A., fractions in proportion, added when below or deducted when above.

72/70% B. P. L. 5½% I. & A.—$5.50 basis 72% B. P. L., 20¢ per unit rise to 75% maximum and 25¢ per unit fall to 70% minimum, fractions in proportion; I. & A. basis 5½% with 2 units B. P. L. for 1 unit I. & A., fractions in proportion, added when below or deducted when above.

Lump rock.—Add 50¢ per gross ton for screened lump rock of not more than 8% moisture, and with no adjustment for I. & A.

Wet rock.—Deduct 50¢ per gross ton for wet rock not dried.

Calcining.—Add $1.00 per gross ton for calcining basis 1500° Fahrenheit plus 5¢ per gross ton for each even 100° Fahrenheit above 1500° or less 5¢ per gross ton for each 100° below 1500° guaranteed.

Grinding.—Add 50¢ per gross ton for grinding 48 to 52% minus 200 mesh. Add 70¢ per gross ton for grinding 58 to 62% minus 200 mesh.

Car door boards.—Add $2.50 per car for boarding up car doors.

Lining cars.—Add 75¢ per car for paper lining doors. Add $1.75 per car for paper lining car.

2. *Finely ground phosphate rock:*

Price.—Basis net ton (2,000 lbs.) f. o. b. cars at mines in car load lots in bulk.

Quality.—Phosphorus pentoxide (P_2O_5) on a dry basis minimum grade guaranteed and not more than 3% moisture, no adjustment for excess grade or I. & A.

Ground 90 to 95% minus 200 mesh or 80 to 85% minus 300 mesh.

Grades:

29% P_2O_5—$4.65 per net ton basis 29% P_2O_5 minimum.

30% P_2O_5—$4.85 per net ton basis 30% P_2O_5 minimum.

31% P_2O_5—$4.95 per net ton basis 31% P_2O_5 minimum.

32% P_2O_5—$5.20 per net ton basis 32% P_2O_5 minimum.

33% P_2O_5—$5.70 per net ton basis 33% P_2O_5 minimum.

No charge for car liners or car door boards.

Add 30¢ per net ton for bagging in valve bags which purchaser provides.

Add 30¢ per net ton for truck load shipments in bulk.

Add $2.00 per net ton for bagging in 100-pound multi-wall paper bags.

Car bulkheads.—Add $2.00 per car for installing wooden bulkheads to separate bagged rock from unbagged rock only at buyer's request.

APPENDIX C—MAXIMUM PRICES FOR FLORIDA HARD PHOSPHATE ROCK

The miner may charge any person for Florida hard phosphate rock upon the terms and conditions, and for the grades and descriptions, the prices, all as set forth in the following schedule:

Unground phosphate rock

Size.—Run of mine in carload lots—crushed, washed, dried and unground.

Price.—Basis gross ton (2240 lbs.) f. o. b. cars or F. A. S. vessel at Fernandina, Florida.

Quality—Bone phosphate of lime (B. P. L.) on a dry basis, and not more than 4% combined oxide of iron and alumina (when determined separately on a dry basis) and not more than 3% moisture.

Grades:

72/70% B. P. L.—$7.10 basis 72% B. P. L., 15¢ per unit rise to 74% maximum and 30¢ per unit fall to 68% minimum, fractions in proportion.

75/74% B. P. L.—$7.85 basis 75% B. P. L., 20¢ per unit rise to 76% maximum and 40¢ per unit fall to 74% minimum, fractions in proportion.

77/76% B. P. L.—$8.60 basis 77% B. P. L., 25¢ per unit rise to 81% maximum and 50¢ per unit fall to 76% minimum, fractions in proportion.

Wet rock.—Deduct $2.70 per gross ton from the grade price f. o. b. cars at Fernandina, Florida for wet rock not dried, f. o. b. cars at the mines.

Car door boards.—Add $2.50 per car for boarding up car doors.

This revised regulation shall become effective July 6, 1944.

NOTE: All record keeping and reporting requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 1st day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9676; Filed, July 1, 1944; 11:56 a. m.]

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 13,[1] Amdt. 46]

PROCESSED FOODS

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Appendix A is amended by deleting the words "Brandied, spiced, or pickled fruits packed in hermetically sealed containers."

This amendment shall become effective at 12:01 a. m., July 2, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 3, 104, 574, 695, 765, 848, 1397, 1727, 1817, 1908, 2233, 2234, 2240, 2440, 2567, 2791, 3032, 3073, 3513, 3579, 3708, 3710, 3944, 3947, 4026, 4351, 4475, 4604, 4818, 4876, 5074, 5436, 5695, 5829, 6234, 6235, 6647.

accordance with the Federal Reports Act of 1942.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Directive 1, 7 F.R. 562; War Food Order No. 56, 8 F.R. 2005, 9 F.R. 4319, and War Food Order No. 58, 8 F.R. 2251, 9 F.R. 4319.)

Issued this 1st day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9677; Filed, July 1, 1944; 11:57 a. m.]

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 16,[1] Amdt. 9]

MEAT, FATS, FISH AND CHEESES

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Section 7.6 (k) is added to read as follows:

(k) *Allotments for industrial users of meat having a point value.* An industrial user who, during the third quarter of his base period, used meat which on July 2, 1944 has a point value (other than zero) may apply for an allotment covering such meat. The application shall be made on OPA Form R-315, to the board or district office with which he is registered, and must estimate the number of pounds of such meat, separately for each item (as listed in section A of the Official Table of Trade Point Values—No. 16) which he used during the third quarter of his base period. The board or district office may grant the application if it finds that the industrial user, during the third quarter of his base period, used meat which has a point value other than zero on July 2, 1944. The amount of his allotment shall be computed in the following way:

(1) The number of pounds of each such item of meat which he used during the third quarter of his base period is multiplied by the point value in effect for that item on July 2, 1944 as shown on the Official Table of Trade Point Values (No. 16);

(2) The resulting figures are added together and multiplied by 0.7.

The result represents his allotment for the third allotment period of 1944 for meat having a point value on July 2, 1944. (Section 7.6 (d) applies in determining whether an industrial user who receives an allotment under this paragraph is entitled to a certificate, and in determining the amount of the certificate.)

This amendment shall become effective July 5, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 6731.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Directive 1, 7 F.R. 562; and Supp. Dir. 1-M, 7 F.R. 8234; War Food Order No. 56, 8 F.R. 2005, 9 F.R. 4320; War Food Order No. 58, 8 F.R. 2251, 9 F.R. 4320; War Food Order No. 59, 8 F.R. 3471, 9 F.R. 4320; War Food Order No. 61, 8 F.R. 3471, 9 F.R. 4320)

Issued this 1st day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9678; Filed, July 1, 1944; 11:57 a. m.]

PART 1441—CHEMICAL TANNING MATERIALS

[MPR 352,[1] Amdt. 2]

CHESTNUT EXTRACT

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation No. 352 is amended in the following respects:

1. "Section 6a. Applications for adjustment" is added to the table of contents.

2. Section 2 is amended to read as follows:

SEC. 2. *Maximum prices for chestnut extract.* The maximum prices established for the following named manufacturers are identical with adjusted maximum prices which would be prescribed under section 6a of this regulation as of July 6, 1944 and are based on the standards and criteria for price adjustments prescribed therein.

(a) *Liquid chestnut extract.* The following maximum prices are established for sales of liquid chestnut extract containing 25 per cent of tannin content.

(1) *Sales by manufacturers, f. o. b. plant*—(i) *Standard chestnut extract.*

[Per 100 pounds]

	Tank cars or tank trucks	In barrels in carloads	In barrels in less than carloads
Champion Paper & Fibre Co.	$2.41	$3.01	$3.26
The Mead Corporation	2.54	3.14	3.39
Leas and McVitty	2.50	3.10	3.35
Teas Extract Co.	2.95	3.55	3.80
Charles A. Schieren Co.	3.10	3.70	3.95
The Rosman Tanning Extract Co.	3.25	3.85	4.10
Gardner Extract Co.	3.10	3.70	3.95
All others	2.25	2.85	3.10

(ii) *Special chestnut extract.* For sales of special chestnut extract 25 cents per 100 pounds may be added to the maximum prices specified above.

(2) *Sales by jobbers, f. o. b. jobber's warehouse.* On sales by jobbers of standard or special chestnut extract in barrels, $1.25 per 100 pounds may be added to the manufacturer's maximum carload barrel prices specified in subparagraph (1) above for the particular material and supplier involved.

[1] 7 F.R. 8875, 10476; 8 F.R. 3706.

(3) The following maximum prices are established for sales of liquid chestnut extract containing more or less than 25 per cent tannin content.

For every 1 per cent of tannin content less than 25 per cent, there shall be deducted from the applicable basic price set forth in (1) and (2) above not less than 1/25 of such price. For every 1 per cent of tannin content more than 25 per cent, there may be added not more than 1/25 of such price.

(4) The maximum prices set forth in subparagraphs (1), (2), and (3) above include barrels when sales are made in barrels and no additional charges may be made for such barrels.

(b) *Powdered chestnut extract.* The following maximum prices are established for sales of powdered chestnut extract containing 65 per cent of tannin content.

(1) *Sales by manufacturers, f. o. b. plant*—(i) *Standard chestnut extract.*

[Per 100 pounds]

	In bags in carloads	In bags in less than carloads
Champion Paper and Fibre Co.	$6.92	$7.67
The Mead Corporation	7.25	8.00
Leas and McVitty	7.15	7.90
Teas Extract Co.	8.32	9.07
Charles A. Schieren Co.	8.71	9.46
The Rosman Tanning Extract Co.	9.10	9.85
Gardner Extract Co.	8.71	9.46
All others	6.50	7.25

(ii) *Special chestnut extract.* For sales of special chestnut extract $1.00 per 100 pounds may be added to the maximum prices specified above.

(2) *Sales by jobbers, f. o. b. jobber's warehouse.* On sales by jobbers of standard or special chestnut extract in bags, $1.50 per 100 pounds may be added to the manufacturer's maximum carload bag prices specified in subparagraph (1) above for the particular material and supplies involved.

(3) The following maximum prices are established for sales of powdered chestnut extract containing more or less than 65 per cent tannin content:

For every 1 per cent of tannin content less than 65 per cent, there shall be deducted from the applicable basic price set forth in subparagraph (1) and (2) above not less than 1/65 of such price. For every 1 per cent of tannin content more than 65 per cent, there may be added not more than 1/65 of such price.

(4) The maximum prices set forth in subparagraphs (1), (2), and (3) above do not include bags and the seller may make an additional charge for bags. Such additional charge shall not exceed the maximum price for the bag actually used as established by the applicable maximum price regulation of the Office of Price Administration, or the actual delivered cost of the bag to the seller of the chestnut extract, whichever is lower. Where an extra charge is made for a bag, such charge shall be separately stated from the charge for the chestnut extract. Where the seller retains title to bags and requires their return, he may charge a reasonable deposit to insure the return of such bags. The deposit must be refunded to the buyer upon his return of the bags in good condition within a reasonable time. Transportation costs with respect to the return of such bags shall be borne by the seller.

(c) *Credit charges.* The maximum prices established by this regulation shall not be increased by any charges for the extension of credit.

3. The following new definitions are added to section 13 (a):

"Factory cost" means and includes materials, labor and other indirect manufacturing costs assignable to the production of chestnut extract.

"Over-all profits" means over-all aggregate dollar profits (adjusted for changes in investment and before deduction of income and excess profits taxes) of applicant or, in the event applicant is a parent, subsidiary or affiliate of other corporations or business units, of the entire investment enterprise.

4. The following new section 6a is added:

SEC. 6a. *Applications for adjustment.* Any manufacturer of chestnut extract may apply for an adjustment of his maximum prices established under this regulation if it can be shown that there is a general shortage of supply of chestnut extract, and that the factory costs involved in applicant's production thereof have increased so substantially that a price adjustment is necessary to enable him to maintain or expand his production of said commodity.

(a) *Information to be submitted.* Any application filed hereunder shall be in accordance with Revised Procedural Regulation No. 1 and shall include the following unless such information is already on file with the Office of Price Administration and the applicant so indicates.

(1) Proposed maximum prices and method of arriving at the latter.

(2) Description of applicant's business including a list by major groups of all commodities manufactured.

(3) A statement showing dollar sales volume of chestnut extract and the percentage to total sales for the last complete calendar or fiscal year and for the most recent period for which information is available.

(4) A statement showing factory cost per unit and administrative and selling expense per unit for the last complete calendar or fiscal year and for the most recent period for which the information is available, including:

(i) Itemization of direct material and labor costs per unit, and if increased labor costs are shown, a full explanation of the reason for the increase and a showing that any wage rates subject to approval by the War Labor Board have been approved by that Board.

(ii) Other factory costs directly assignable to the production of chestnut extract. (This may include: indirect labor, factory supplies, repairs and maintenance of building, machinery and equipment, insurance, property taxes, depreciation at normal rates on plant and equipment actually used in manufacture, purchased utility services, and other items commonly associated with factory operation.)

(iii) General administrative and selling expenses such as: executive and administrative salaries, office expense, commissions, advertising, and similar items but not including income and excess profit taxes, charges to war reserves, or reserves for contingencies.

(5) The method of allocating indirect factory costs and administrative and selling expenses to chestnut extract and the method of charging inventories used in determining material costs.

(6) Profit and loss statements and balance sheets for each of the calendar or fiscal years between 1936 and 1939, inclusive; for the most recent full fiscal or calendar year; and for the latest period for which information is available prior to the date of filing the application. If this information has been submitted previously to the Office of Price Administration on Form A or on any other form, applicant should indicate when and with whom it was filed. Furthermore, the filing of this data is optional provided reports are available from the Bureau of Internal Revenue. Should the applicant prefer, this information will be requested by the Office of Price Administration directly from the Bureau of Internal Revenue.

(b) *Amount of adjustment.* No adjustment will be made under this section unless the Price Administrator finds that a price increase is necessary to aid in securing essential supply. Furthermore, any adjustment granted under this section shall be limited as follows:

(1) To an amount sufficient to make the adjusted price per unit equal to factory cost per unit where applicant's current over-all profits on an annual basis are favorable as judged by his own or the industry's historical experience.

(2) To an amount sufficient to make the adjusted price per unit equal to factory costs per unit, plus general administrative and selling expenses per unit, where applicant's current over-all profits on an annual basis are normal as judged by his own or the industry's historical experience or where his sales of chestnut extract constitute a substantial portion of the sales volume of his business or of a plant or division thereof.

(3) To an amount sufficient to make the adjusted price per unit equal to total cost per unit, plus an adequate margin of profit per unit, where applicant's current over-all profits on an annual basis are unfavorable as judged by his own or the industry's historical experience.

(4) Notwithstanding limitations on the amount of adjustment heretofore indicated, no maximum price adjusted under this section shall exceed the applicant's maximum price as of April 1, 1943, plus the amount by which applicant's per unit factory cost for chestnut extract has increased since that date. Furthermore, regardless of applicant's earnings position no adjusted price shall exceed factory or total cost per unit if historically applicant has sold chestnut extract at not more than factory or total cost per unit.

(c) *Orders issued under this section.* The Office of Price Administration may authorize or deny by order the maximum prices requested or any modification thereof and may also adjust the maximum prices of resellers and processors. It may require in appropriate cases a compensatory decrease in the maximum prices for another product or products manufactured by applicant.

Any order issued hereunder may be amended or revoked at any time.

This amendment shall become effective July 6, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 1st day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9679; Filed, July 1, 1944; 11:58 a. m.]

PART 1499—COMMODITIES AND SERVICES

[RMPR 165]

SERVICES

Maximum Price Regulation No. 165 as amended, services, is redesignated Revised Maximum Price Regulation No. 165 (Services) and is revised and amended to read as follows:

Maximum Price Regulation No. 165 as amended covered only those services specifically listed therein. Most other services subject to price control were covered by the General Maximum Price Regulation, and a relatively small number by other OPA regulations. This revision brings under Revised Maximum Price Regulation No. 165 (Services) most of the services which were heretofore under the General Maximum Price Regulation.

A statement of the considerations involved in the issuance of this regulation has been filed with the Division of the Federal Register.*

REVISED MAXIMUM PRICE REGULATION 165—SERVICES

Sec.

1. Services covered.
2. Prohibitions.
3. Prices previously established.
4. General pricing provisions.
5. Services which cannot be priced under section 4.
6. Pricing of seasonal services.
7. Central pricing.
8. Commodities.
9. Special pricing provision (long-term contracts, etc.).
10. Transfer of business; moving of business; chains.
11. Taxes.
12. Additional charges.
13. Sales slips; receipts.
14. Records; filing of statements; posting.
15. Violation.
16. Adjustments.
17. Adjustable pricing.
18. Petitions for amendment.
19. Procedure.

*Copies may be obtained from the Office of Price Administration.

Sec.
20. Amendments; supplementary service regulations; area orders.
21. Evasion.
22. Applicability; base dates for territories and possessions.
23. Definitions and explanations.
24. Delegation of authority.

AUTHORITY: Sec. 1 to 24, inclusive, (§ 1499.101) issued under 56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.

SECTION 1. *Services covered.* This regulation covers the prices charged for all services except:

(a) Services exempted by Revised Supplementary Regulation No. 11.

(b) Services sold to a government agency pursuant to (1) a secret contract or subcontract as provided in Supplementary Order No. 42, and (2) an emergency purchase subject to the conditions of § 4.3 (f) of Revised Supplementary Regulation No. 1.

(c) Services specifically covered by other OPA regulations.[1]

(d) The following services which remain under the General Maximum Price Regulation:

(1) Transportation services of contract carriers;

(2) Storage, warehousing and terminal services, and services incident thereto.

(3) The furnishing of electricity, gas, light, heat, power or water when the furnishing thereof is not subject to the requirements set forth in paragraph (c) of Revised Supplementary Regulation No. 11, § 1499.46.

SEC. 2. *Prohibitions.* On and after August 1, regardless of any contract or other obligation:

(a) You may not sell any service covered by this regulation at a price higher than your maximum price.

(b) No person in the course of trade or business may buy any service covered by this regulation at a price higher than the maximum price.

Of course, you may charge lower prices than your maximum prices at any time.

SEC. 3. *Prices previously established.* This regulation supersedes Maximum Price Regulation No. 165 as amended—Services (MPR 165) and the General Maximum Price Regulation (GMPR), insofar as the GMPR dealt with services now covered by this regulation.

Since this regulation keeps certain of the basic pricing provisions of MPR 165 and the GMPR, many of your maximum prices under this regulation will be the same as those you properly established under MPR 165 and the GMPR.

In addition all supplementary regulations, supplementary service regulations, or orders issued by OPA under MPR 165 or the GMPR and prices established thereunder, and prices previously approved by OPA under paragraph (c) and (d) of § 1499.102 of MPR 165, remain in effect under this regulation.

However, the following maximum prices must be re-determined, since the methods by which they were determined under MPR 165 and the GMPR have been eliminated in this regulation: prices based on similarity to another service; prices based on your competitor's offering price, and prices determined by adjusting differentials between classes of purchasers.

SEC. 4. *General pricing provisions.* In determining your maximum price, use the first of the following provisions which applies to you. Your maximum price shall be:

(a) The highest price at which you supplied the same service in March 1942 to a purchaser of the same class.[2] If, however, in March 1942 you used a rate or a pricing method to determine your price, you may continue to use your highest March 1942 rate or pricing method (using your highest March 1942 charges) to determine your maximum price for the same service, to a purchaser of the same class.[2]

(b) The highest price at which you offered to supply the same service for supply in March 1942 to a purchaser of the same class,[2] if you did not actually supply it in that month, or a price resulting from application of your highest March 1942 rate or pricing method (using your highest March 1942 charges to a purchaser of the same class) which would, by your usual trade practice, have been used by you had you supplied the service in that month.

(c) The maximum price of your closest competitor for the same service to a purchaser of the same class,[2] *if* you did not actually supply it or offer it for supply in that month to any purchaser.

SEC. 5. *Services which cannot be priced under section 4.* (a) If you cannot determine a maximum price under section 4, you must file an application with the appropriate OPA district office for approval of a maximum price in line with the level of maximum prices otherwise established by this regulation. The application shall contain a description of the service, anticipated direct labor and material costs, and the proposed maximum price. It shall also contain a full explanation of the reasons why you cannot price this service under section 4. If you supplied any other service in March 1942, submit, in addition, a description of the most comparable service showing your present direct labor and material costs for it and your present maximum price. You must also furnish any additional information which OPA may require.

(b) You may not sell the service for which a maximum price is requested under this section until that price has been approved by OPA, but the proposed price shall be considered approved 20 days after mailing the application (or all additional information which may have been requested), unless, within that time, OPA notifies you that your proposed price has been disapproved.

(c) OPA may at any time disapprove or revise maximum prices proposed or established under this section so as to bring them into line with the level of maximum prices otherwise established by this regulation. You may not redetermine your maximum price after it has been determined under this section unless it is changed by OPA, in which case the changed price shall be your maximum price.

SEC. 6. *Pricing of seasonal services*—(a) *Services subject to seasonal variations in price.* If you have had a regularly established seasonal variation in price for the same service, your maximum price shall be the highest price charged to a purchaser of the same class during the corresponding season of the year from March 1, 1941 to February 28, 1942, inclusive, for the same service plus an amount equal to that price multiplied by the percentage increase in the cost of living between the last period of such corresponding season and March 1942.[3]

(b) *Services not supplied in March 1942 and supplied regularly only during one season of the year March 1, 1941 to February 28, 1942.* If you did not supply such service in March 1942 and supplied it regularly during only one season of the year March 1, 1941 to February 28, 1942, your maximum price shall be the highest price you charged to a purchaser of the same class for the same service during the last period previous to March 1942 in which such service was supplied plus an amount equal to that price multiplied by the percentage increase in the cost of living between that last period and March 1942.[3]

(c) This section applies only if the season during which the variation in price was in effect regularly consisted of at least 14 consecutive days:

(d) *Reports.* Within 10 days after determining a maximum price under this section, you must report the price in writing to the appropriate OPA district office, explaining how the price was computed. This price may be revised by OPA at any time to bring it into line with the level of prices established by this regulation.

SEC. 7. *Central pricing.* If you own or operate more than one service establishment and have established or desire to establish the practice of selling services at uniform prices in all or certain of your establishments, you may apply for a uniform pricing authorization, *Provided,* That you can propose a practicable method for determining prices centrally without increasing the general level of your prices and can show that a uniform pricing authorization will be an aid to price control. The application should be addressed to the Chief, Service Trades Branch, Washington 25, D. C. It should, as far as practicable, present such information regarding services as is required in the case of an application for uniform pricing of commodities by Revised Supplementary Order No. 13. OPA may on its own motion establish uniform prices for sellers owning or operating more than one service establishment and may for this purpose require sellers to furnish necessary information.

SEC. 8. *Commodities*—(a) *Commodities included in services.* Your maximum price for a service under this regulation includes any commodity furnished with the service. If your maximum price includes a separately stated charge for the commodity, your maximum price for the service shall be increased or decreased, as the case may be, by the difference between your separately stated charge for the commodity under this regulation and the maximum price fixed by the applicable commodity regulation.

(b) *Percentage commissions on commodity sales or purchases.* If you are a commission seller, buyer, broker, or auctioneer, and in March 1942 you used a percentage rate to determine your commission in connection with the sale or purchase of a commodity, you may now apply your highest March 1942 percentage rate to the current authorized price of the commodity under the applicable commodity maximum price regulation, or to your selling price of the commodity if it is lower, to determine your commission for the purchase or sale of the same commodity to a purchaser of the same class.

SEC. 9. *Special pricing provision (long-term contracts, etc.)* If in March 1942 you had in effect an increase in your prices for a service to your classes of purchasers generally, and you actually supplied the service to at least one class of purchaser in March 1942 at the increased price, but you did not supply the service at the increased price in March 1942 to a particular class of purchaser because either

(a) You did not supply the service to it in March 1942 after the price increase, or

(b) You supplied the service to it in March 1942 after the price increase at a lower price because you were bound to do so under a contract made before the price increase, then your maximum price to that particular class of purchaser shall be

(1) Your inreased offering price to it for supply during March 1942, or

(2) If you had no such increased offering price, then the highest price at which you supplied the service to a purchaser of a different class during March 1942 adjusted to reflect the customary differential in price between the two classes of purchaser.

SEC. 10. *Transfer of business; moving of business; chains*—(a) *Transfer.* If you acquire the business, assets or stock in trade of any business after April 28, 1942, and you carry on the business, or continue to supply the same type of service, in an establishment separate from any other establishment previously owned or operated by you, your maximum price shall be the same as those to which your transferor would have been subject if no such transfer had taken place, and your obligation to keep records sufficient to verify such prices shall be the same. You must further prepare and file (if your transferor has not already done so) and keep up to date the statement required under section 14. Your transferor shall preserve and turn over to you all records of transactions prior to the transfer which are necessary to enable you to comply with the record and filing provisions of this regulation.

(b) *Moving.* If you sell services at retail and move the business out of your trading area after July 31, 1944, you must apply to OPA for establishment of your maximum prices under section 5. If you move the business in the same trading area you must keep the same maximum prices.

(c) *Chains.* If you operate more than one selling unit and you open a new unit, after July 31, 1944, you must apply to OPA for establishment of your maximum prices for that unit under section 5, except that if you close a selling unit and open another one in the same trading area, your maximum prices for the new unit shall be the same as those of the unit you closed.

SEC. 11. *Taxes.* If a tax is imposed on a service covered by this regulation and the tax law does not forbid you to pass the tax on to your customers, you may add the tax to your maximum price in accordance with the following provisions: If the tax becomes effective after March 1942, you may add the tax to your maximum price if you separately state it. If the tax was in effect in March 1942 and you were not then supplying the service, you may add the tax to your maximum price as established under this regulation if such price does not already reflect the tax, if you separately state it. If the tax was in effect in March 1942 and you were then supplying the service and passing on the tax, you may continue to do so; if you separately stated the tax then, you must do so now. If in March 1942 you did not pass the tax on to your customers, you may not do so now. ("Tax" as used in this section also includes a tax increase.)

SEC. 12. *Additional charges.* You may not make a higher charge for expediting, packaging, or other incidents of a service than you made in March 1942 to a purchaser of the same class; nor may you now make any charge for any incident of a service if it was not your practice to do so in that month. You may not require a purchaser to pay a larger proportion of transportation costs incurred in the supply of any service than you required a purchaser of the same class to pay during March 1942 for the same or similar types of service. Unless authorized by OPA, you may not now require a deposit for any reason, if you did not require one in March 1942, nor may you now increase any such deposit which you required in March 1942.

SEC. 13. *Sales slips; receipts.* If you have customarily given a purchaser a sales slip or receipt, you must continue to do so. Upon request by a purchaser, you must, regardless of your previous custom, give the purchaser a sales slip or receipt.

SEC. 14. *Records; filings of statements; posting.* You must comply with the following provisions for keeping price records and for filing statements of your maximum prices:

(a) *Records.* Preserve for examination by the Office of Price Administration all records regarding your prices, rates, or pricing methods for services supplied or offered for supply during March 1942 (or such other period as is specified as your base period) and thereafter.

(b) *Filing of statements.* (1) *Prepare* and keep for examination by any person during ordinary business hours, a statement of your maximum prices, rates, or pricing methods for purchasers of each class together with an adequate description of each such service.

(i) If you have in any case taken the maximum price of your closest competitor for any service as your maximum price, indicate on the statement in every such case the service, the maximum price, and your closest competitor's name and address.

(ii) If your maximum prices are based upon a flat rate manual or similar pricing manual or parts catalog or list, you may (instead of appending it to the statement) clearly identify on the statement such manual, parts catalog, or list by name, edition, number, and date, indicating the instances in which it was not your practice in March 1942 to follow it.

(2) File a duplicate of your statement with the appropriate War Price and Rationing Board. You may, if you wish, file the statement, insofar as it applies to non-retail services which you sell, with the appropriate OPA district office and may request that it be treated as confidential and not subject to public disclosure. This statement will then be withheld from public inspection unless the withholding of the information it contains would be contrary to the purposes of the regulation, and you may also withhold from public inspection the statement required by (b) (1) above.

(3) You must prepare and file the statement (or a supplement thereto if the statement has previously been prepared and filed) within 30 days of the date that your maximum price for a service is first established by this regulation. You must also prepare and file an appropriate supplement to the statement within 10 days after any change in your maximum price is authorized by OPA.

(4) The statement and all supplements thereto must be signed by you or your authorized agent.

(5) If you can show that the foregoing requirements subject you to unusual hardship, you may apply to the National Office of OPA for written authorization to depart from those requirements. Such authorization will be given only if it will not be inconsistent with the purposes of this regulation.

(c) *Posting.* OPA may require you to post your maximum prices for any serv-

[1] Information as to these regulations may be obtained from OPA Regional and District Offices. Note particularly MPR 134 (Construction and Road Maintenance Equipment—Rental Prices and Charges for Operating and Maintenance or Repair and Rebuilding Services); MPR 136 (Machines and Parts, and Machinery Services); MPR 251 (Construction and Maintenance Services, etc.); MPR 211 (Cotton Ginning Services and Bagging and Ties). See also Supplementary Order No. 76, allowing sellers of services subject to more than one of the regulations listed therein to be covered by only one regulation.

[2] Important! Be sure to read the definition of "purchaser of the same class." See section 23 (a) (10).

[3] Percentage increase in the cost of living: The percentage used shall be as follows for the applicable period:

12.9% (.129)	March 1, 1941 to April 14, 1941, incl.
11.8% (.118)	April 15, 1941 to May 14, 1941, incl.
11.1% (.111)	May 15, 1941 to June 14, 1941, incl.
9.3% (.093)	June 15, 1941 to July 14, 1941, incl.
8.5% (.085)	July 15, 1941 to August 14, 1941, incl.
7.6% (.076)	August 15, 1941 to September 14, 1941, incl.
6.7% (.067)	Sept. 15, 1941 to Oct. 14, 1941, incl.
4.6% (.046)	Oct. 15, 1941 to Nov. 14, 1941, incl.
3.7% (.037)	Nov. 15, 1941 to Dec. 14, 1941, incl.
3.4% (.034)	Dec. 15, 1941 to Jan. 14, 1942, incl.
2.1% (.021)	Jan. 15, 1942 to Feb. 14, 1942, incl.
1.2% (.012)	Feb. 15, 1942 to Feb. 28, 1942, incl.

ice which you sell at retail whenever it is deemed necessary to the effective enforcement of this regulation.

SEC. 15. *Violation*—(a) *License suspension.* The provisions of Licensing Order No. 1, licensing all persons who make sales under price control, apply to you. Your license may be suspended for violations of the license or of any price regulations applicable to licensed sales. If your license is suspended, you may not, during the period of suspension, make any sale for which your license has been suspended.

(b) *Civil and criminal action.* If you violate any provisions of this regulation you are subject to the criminal penalties, civil enforcement actions, license suspension proceedings, and suits for treble damages provided by the Emergency Price Control Act of 1942 as amended.

(c) *Record-keeping and filing violations; failure to establish maximum price.* If you fail to keep the records or file the statements required by section 14, or if you fail to apply to OPA for establishment of a maximum price under section 5, if you are required to do so, OPA may issue an order establishing maximum prices for the services you sell in line with prices established by this regulation. This will not relieve you of your obligation to comply with the requirements of section 14 and 5, or of the various penalties for any failure to do so.

SEC. 16. *Adjustments*—(a) *General adjustments.* OPA may adjust any maximum price established under this regulation upon a demonstration of substantial financial hardship threatening your ability to continue to supply a service, subject to the following limitations:

(1) No adjustment will increase your maximum prices above the levels necessary to permit you to continue the sale of your services;

(2) No adjustment will be made if it will create or tend to create a need for increases in the prices of other sellers in your locality or elsewhere; and

(3) No adjustment will increase your maximum prices above the prices at which your customers are able to obtain the same or a fairly equivalent service from other suppliers.

However, if, in the judgment of OPA, the loss of your services would be detrimental to the effective prosecution of the war or would impair the maintenace of an adequate wartime standard of living, OPA may apply only the first and second of the above limitation.

In judging whether a maximum price subjects you to substantial financial hardship, OPA will take into account such pertinent factors as the nature of your business, its earnings, and the earnings of your trade as a whole during a representative pre-war period. A price increase may be denied in whole or in part, however, if your hardship is attributable to such causes as a decline in sales volume because of reduced demand, general manpower shortage, shortage of essential supplies, or other difficulties apart from your maximum price. Even though a particular service or type of service is not profitable, an adjustment may be denied in whole or in part if, in the judgment of OPA, such action is justified in view of the profitability of your business as a whole.

(b) *Adjustment by buyer-seller agreement.* If the buyer agrees to absorb the price increase, you may apply for permission to increase the price of a non-retail service by an amount not to exceed direct labor and material cost increases incurred by you since your maximum price for the service was established. Such application must be filed on Form OPA 687:116 and all the requirements stated on the form must be complied with. Within 15 days after filing the form, or supplying such additional information as OPA may request, with the appropriate OPA district office, you may charge your increased price unless you are advised by OPA that your application has been denied. The OPA may at any time deny the application for the price increase in any case where it appears to be inconsistent with the purposes of the Emergency Price Control Act, as amended. You may obtain copies of this form from the OPA district office, or you may copy the form from Appendix A.

(c) *Application by purchaser who buys services from numerous sellers.* If the purchaser buys non-retail services from sellers too numerous to make recourse to paragraph (b) practicable, he may apply for an adjustment of the charges made to him by letter addressed to the Chief, Service Trades Branch, Office of Price Administration, Washington 25, D. C. Such letter should show that the facts set forth in section II of Form OPA 687:116 exist, the nature and extent of the sellers' cost increases, and, where practicable, the names and addresses of the sellers and the maximum prices of each. A price increase under this paragraph may not become effective until the applicant is advised in writing of OPA approval, which will be given only where it is clear that there is no practicable recourse to paragraph (b) and where granting such approval will not be inconsistent with the purposes of the Emergency Price Control Act as amended.

SEC. 17. *Adjustable pricing.* Any person may agree to sell at a price which can be increased up to the maximum price in effect at the time of delivery; but no person may, unless authorized by OPA, deliver or agree to deliver at prices to be adjusted upward in accordance with action taken by OPA after delivery. Such authorization may be given when a request for a change in the applicable maximum price is pending, but only if the authorization is necessary to promote distribution or production and if it will not interfere with the purposes of the Emergency Price Control Act of 1942, as amended. The authorization may be given by the Administrator or by any official of OPA having authority to act upon the pending request for a change in price or to give the authorization. The authorization will be given by order, except that it may be given by letter or telegram when the contemplated revision will be the granting of an individual application for adjustment.

SEC. 18. *Petitions for amendment.* If you seek a change in any provision of this regulation affecting sellers of a service generally, you may file a petition for amendment.

SEC. 19. *Procedures.* Petitions for amendment and applications for adjustment shall be filed in accordance with Revised Procedural Regulation No. 1. Supplementary Order No. 28 provides for the filing of applications for adjustment or petitions for amendment based on a pending wage or salary increase requiring approval of the National War Labor Board. Procedural Regulation No. 6 governs applications for adjustment of maximum prices for services supplied under government contracts or subcontracts.

SEC. 20. *Amendments; supplementary service regulations; area orders.* This regulation may be changed or supplemented at any time by amendments, supplementary service regulations, or area pricing orders.

SEC. 21. *Evasion.* This regulation shall not be evaded directly or indirectly by any reduction of your customary allowances, discounts, or other price differentials, or by tying agreements, or by deterioration of services, or otherwise.

SEC. 22. *Applicability; base dates for territories and possessions*—(a) *Applicability.* This regulation applies to services supplied in the 48 states of the United States, the District of Columbia, and the territories and possessions of the United States.

(b) *Base dates for territories and possessions*—(1) *Alaska.* The base date for Alaska shall be March 1942.

(2) *Hawaii.* The base date for Hawaii shall be April 1942 instead of March 1942, and all references to March 1942 shall be changed to April 1942. In section 6, the period March 1, 1941 to February 28, 1942 shall be changed to the period from April 1, 1941 to March 31, 1942.

(3) *Puerto Rico and the Virgin Islands.* The base date for Puerto Rico and the Virgin Islands shall be April 10, 1942 to May 10, 1942, instead of March 1942, and all reference to March 1942 shall be changed to the period from April 10, 1942 to May 10, 1942. In section 6, the period March 1, 1941 to February 28, 1942 shall be changed to the period from April 10, 1941 to April 9, 1942.

SEC. 23. *Definitions and explanations.* (a) When used in this regulation:

(1) "Appropriate OPA district office" means the district office of the Office of Price Administration for the district where your place of business is located and from which your sales are made.

(2) "Appropriate War Price and Rationing Board" means the War Price and Rationing Board of the Office of Price Administration for the area where your place of business is located and from which your sales are made.

(3) "Base date" means the period as of which your maximum prices are fixed under this regulation.

(4) "Closest competitor" means that seller selling the same service under substantially the same conditions who is in close competition with you and is located nearest to you.

(5) "Non-retail sale" means a sale to an industrial or commercial user.

(6) "Offered" (as that word is used in connection with price) means the price quoted in your price list, or, if you had no price list in March 1942, the price which you regularly quoted in any other manner, or the price determined by your rate or pricing method. But "offered" (price) does not include a price intended to withhold a service from the market, or a price you offered as a bargaining price if you usually sold at a price lower than your asking price.

(7) "OPA" means the Office of Price Administration.

(8) "Person" includes an individual, corporation, partnership, association, or any other organized group of persons, or the legal successor or representative of any of the foregoing, and the United States and any other government and the political subdivisions and agencies of any of the foregoing.

(9) "Pricing method" is a formula by which you determined a price for a service in March 1942 which included a rate, and an item for labor, materials, and mark-up for overhead and profit, or any of such items, whether or not the formula was disclosed to the purchaser. Unless the formula included a rate, the figure resulting from the application of the formula was a flat price (except where the supplying of a service was on a cost-sharing basis). See definition of "rate" below.

(10) "Purchaser of the same class" means a purchaser belonging to the same price class, that is, to a group of purchasers to whom it was your established practice in March 1942 to supply or offer to supply the same service at a particular price. If in March 1942 you customarily supplied or offered to supply the same service to any purchaser at a price different from the price at which you supplied or offered to supply the same service to all other purchasers, that purchaser is in a purchaser price class by himself.

If in March 1942 you had an established practice of charging the same price to certain customers on the basis of standards (such as, the nature of the buyer—wholesaler, retailer, etc., or the nature of the sale—large, small, cash, credit, etc.), you must place a new purchaser of the same service in the proper purchaser price class in accordance with such standards. If you had no such standards, or if the new purchaser does not correspond to any of such standards, you must establish a price for the new purchaser under section 5 of this regulation. For the purposes of this definition, a "new purchaser" means a purchaser to whom you did not supply or offer to supply the same service in March 1942.

(11) "Rate" is a means of determining a price by multiplying the time involved in supplying a service by a fixed charge per unit of time, or by multiplying the price of the commodity involved by a fixed percentage.

(12) "Records" includes books of accounts, sales lists, sales slips, orders, vouchers, contracts, receipts, invoices, bills of lading, and any other papers and documents relating to your prices.

(13) "Rental" means any leasing of a commodity except where the lease is a substitute for a conditional sales contract, chattel mortgage, or other security device in connection with an installment sale, or except where the lease contains a provision giving the lessee an option to buy the leased commodity at a stipulated price from which all or a portion of the payments made as rent are to be deducted.

(14) "Season" means any division of the year into periods of at least 14 consecutive days for pricing purposes, such division being based upon regular and recurrent differences in demand for or supply of the service.

(15) "Sell" includes sell, rent, supply, dispose, barter, exchange, transfer, deliver, and contracts and offers to do any of the foregoing. The terms "sale", "selling", "sold", "seller", "buy", "purchase", shall be construed accordingly.

(16) "Service" means the performance of an act or series of acts rendered, otherwise than as an employee, in connection with the processing, distribution, storage, installation, repair or negotiation of purchases or sales of a commodity, or in connection with the operation of any service establishment for the servicing of a commodity, or any incidents of the foregoing. The term includes the rental of any commodity if the rental charge is not covered by a commodity maximum price regulation and has not been exempted from price control. The term does not cover services incidental to the sale of a commodity.

(17) "You" refers to any seller subject to this regulation. If you supply services through more than one place of business, each such place of business shall, for the purpose of this regulation, be considered a separate seller.

SEC. 24. *Delegation of authority.* The Price Administrator, any Regional Administrator, and any District Director who has been authorized to act by the Regional Administrator having jurisdiction over his district, may establish, approve, disapprove, correct, or adjust maximum prices under section 4, 5, 6, 10, 15, 16, and 17 of this regulation.

APPENDIX A

OPA Form 687:116

UNITED STATES OF AMERICA, OFFICE OF PRICE ADMINISTRATION

APPLICATION FOR APPROVAL OF NON-RETAIL PRICE ADJUSTMENT AGREED TO BY SUPPLIER AND PURCHASER

INSTRUCTIONS

This method of adjustment cannot be used where the purchaser is a purchaser at retail.

This form must be used by a supplier of a non-retail service to obtain permission to adjust his maximum prices in accordance with the provisions of Section 16 (b) of Revised Maximum Price Regulation No. 165 (services). This amendment allows a supplier of a non-retail service to increase his ceiling prices by no more than the amount of any actual lawful dollars-and-cents increases in his material and labor costs incurred in supplying the service, provided that buyer and seller certify to the facts required by this form.

Three copies of this form, with the appropriate sections filled in and signed by the supplier and the purchaser, must be filed with the appropriate District Office of OPA at least 15 days before the first proposed sale of the service at the requested price. Except where the cost increase is based in part on a wage or salary increase requiring National War Labor Board approval the requested price may be charged 15 days after such filing unless and until the OPA notifies the supplier to the contrary.

In the case of an agreed-upon wage or salary increase requiring National War Labor Board approval, 3 copies of this form must be filed within 15 days from the date your application for approval of the agreed-upon wage or salary adjustment was filed with the National War Labor Board. If a disputed wage or salary proceding is involved, you must notify the appropriate District Office of OPA in writing within 15 days after receiving notice that the case was certified to the National War Labor Board and must file 3 copies of this form within 5 days of the date upon which you are notified of the proposed National War Labor Board decision in your case. In either case, you may not charge the increased price until the date upon which the wage or salary increase becomes finally effective.

Form approved
Budget Bureau No. 08-R284-43

NOT TO BE FILLED IN BY APPLICANT
RECORD OF OPA ACTION

Date received	Date of action

Check one:

☐ Approved in full ☐ Approved in part ☐ Denied

By	District OPA Office No.

SECTION I

TO BE FILLED IN BY THE SUPPLIER BEFORE THE PURCHASER FILLS IN SECTION II

1 Name of supplier

Requests permission to increase maximum price or prices.

USE A OR B—DO NOT USE BOTH

A Fill in "A" if you want to adjust a price for ONE SERVICE ONLY.

Service (describe fully)

From $ per Pricing unit

To per Pricing unit

B Fill in "B" if you want to adjust a price for MORE THAN ONE SERVICE.

For each of the services priced according to the attached list by %

(You must copy from your list of prices filed with the local War Price and Rationing Board the description and maximum prices of the services for which you seek price adjustment in this application.)

2 What is the number and address of the local War Price and Rationing Board where you filed your statement of maximum prices for services?

Board No.	Address—number and street
City	State

7 I certify that:

A I cannot continue to supply this service at maximum prices.

B I am not paying more for materials than the established maximum prices.

C The requested increase in price is no more than enough to offset the actual lawful increase in material and labor costs incurred since March 1942, (OR IN THE CASE OF SERVICES PERFORMED UNDER A CONTRACT ENTERED INTO BEFORE MARCH 1942, since October 3, 1942, which will result in an effective date of the contract, whichever date is more recent), which the National War Labor Board has approved in an application for wage or salary adjustment already filed with the National War Labor Board is granted.

D Name of store or business | Address—Number and street

City | State | Type of business

Signature of applicant or person signing for applicant | If applicant is a corporation or partnership, give title of person signing

AFFIDAVIT

State of _____

County of _____

The undersigned, _____, being first duly sworn according to law, on oath deposes and says: that he is the person whose name appears subscribed to the above Application for Approval of Non-Retail Price Adjustment Agreed to by Supplier and Purchaser; that he has read the same and knows to his own knowledge that the facts contained therein are true and correct.

_____
(Signature)

Subscribed and sworn to before me this _____ day of _____ A. D. 194 .

_____
(Officer Administering Oath)

TO BE FILLED IN BY PURCHASER AFTER REVIEWING THE INFORMATION SET FORTH BY THE SUPPLIER IN SECTION II

Certification

1 Name of purchaser | Hereby certifies to the Office of Price Administration that it has reviewed the statements made by its supplier in Section I of this Form, and

A That it is willing to pay the supplier's requested price;

B That it cannot supply the service itself, and cannot secure satisfactory performance of the service from any other seller, at a price as low as the requested price;

C That the requested increase in price if granted will not be passed on in the form of a price increase to any of its own customers;

D That it will not include the increased price as a cost increase in an application for the adjustment of its own prices.

2 Name of store or business | Address—Number and street

City | State | Type of business

Signature of purchaser or person signing for purchaser | If purchaser is a corporation for partnership, give title of person signing

3 Answer the following questions | Check one

A Do you employ in your entire firm more than 8 individuals? ☐ Yes ☐ No

B Are you now paying wages or salaries higher than those paid on October 3, 1942? ☐ Yes ☐ No

C If the answer to "B" is yes, was the increase approved by the National War Labor Board? ☐ Yes ☐ No

D If the National War Labor Board has issued an order approving wage or salary increases for your employees after October 3, 1942, what is the title and date of such order?

Title | Month | Day | Year

1-3099—P1 of 3-bu-fo-wp

E If you base this application in whole or in part on wage or salary increases which still require the approval of the National War Labor Board and such increases are voluntary or agreed upon, when and where did you file an application for wage or salary adjustment with that agency?

Month | Day | Year | Place

F If you base this application in whole or in part on wage or salary increases which still require the approval of the National War Labor Board and such increases are DISPUTED rather than VOLUNTARY OR AGREED-UPON, when were you notified that your case was certified to the National War Labor Board, and when were you notified of the proposed National War Labor Board decision?

Date of Certification | Month | Day | Year | Date of Proposed Action | Month | Day | Year

G Check one ☐ Yes ☐ No | Is the requested adjustment of your maximum price based in any part upon an increase in labor cost per unit of output which is not due to an increased wage or salary?

H Check one ☐ Yes ☐ No | If the answer to "G" is "yes" has the increased level of labor cost per unit of output been in force during the two months preceding the date of this application?

4 FOR THE TWO MONTHS PRECEDING THIS APPLICATION, give the total receipts at MAXIMUM PRICES for the non-retail sale of the service or services for which price adjustment is requested. $

5 FOR THE SAME TWO MONTHS, give your total material and labor costs in supplying this service or services. Calculate these using either

A March 1942 material and labor costs $

B If the service was supplied in MARCH ON CONTRACTS MADE PRIOR TO MARCH, material and labor costs existing on (i) October 1, 1941, or (ii) at start of contract, whichever date is more recent. $

6 FOR THE SAME TWO MONTHS, give the total material and labor costs incurred in supplying this service or services. CALCULATE THESE USING CURRENT PRICES FOR MATERIAL AND LABOR and any increases in labor cost which will result if an application for wage or salary adjustment already filed with the National War Labor Board is granted. $

AFFIDAVIT

State of _____
County of _____

The undersigned, _____, being first duly sworn according to law, on oath deposes and says: that he is the person whose name appears subscribed to the above Application for Approval of Non-Retail Price Adjustment Agreed to by Supplier and Purchaser; that he has read the same and knows to his own knowledge that the facts contained in Section II are true and correct; and that, according to the best information he can obtain, he believes that the facts contained in Section I are true and correct.

_____
(Signature)

Subscribed and sworn to before me this _____ day of _____ A. D. 194__.

_____
(Officer administering oath)

This regulation shall become effective August 1, 1944 except that for Alaska this regulation shall become effective September 1, 1944.

NOTES: The record keeping and reporting requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 1st day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9681; Filed, July 1, 1944; 11:58 a. m.]

PART 1499—COMMODITIES AND SERVICES

[Rev. SR 14 to GMPR, Amdt. 149]

PETROLEUM PRODUCTS

The statement of the considerations involved in the issuance of this amendment issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 7.20 is added to read as follows:

SEC. 7.20 *Transportation of petroleum products by tank truck within the State of Kansas.* The maximum rates for the transportation of petroleum and petroleum products in tank trucks between points within the State of Kansas by contract motor carriers are the rates and charges set forth in an order issued by the State Corporation Commission of Kansas on April 26, 1944 in Docket 26710–R, or the maximum rates established by the General Maximum Price Regulation or any supplementary regulation or order issued by the Office of Price Administration, whichever rates are higher.

This amendment shall become effective July 6, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 1st day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9682; Filed, July 1, 1944; 11:58 a. m.]

*Copies may be obtained from the Office of Price Administration.

Chapter XIII—Petroleum Administration for War

[PAO 11, as Amended July 1, 1944]

PART 1515—PETROLEUM PRODUCTION OPERATIONS

USE OF MATERIALS IN PETROLEUM PRODUCTION AND NATURAL GASOLINE

General order covering the United States, its territories and possessions.

The fulfillment of the requirements for the defense of the United States has created a shortage of materials necessary for the production of petroleum for defense, for private account, and for export; and the following order is deemed necessary in the public interest, to promote the national defense, and to provide adequate supplies of Petroleum for military and other essential purposes.

§ 1515.6 *Petroleum Administrative Order No. 11, as amended July 1, 1944.*—(a) *Scope of this order.* Except as otherwise modified by the provisions of any order issued as a supplement to this order, the provisions of this order shall be applicable to the use of material in petroleum production and natural gasoline recovery operations in the United States, its territories or possessions.

(b) *Definitions.* (1) "Person" means any individual, partnership, association, business trust, corporation, governmental corporation or agency, or any organized group of persons, whether incorporated or not.

(2) "Material" means any commodity, equipment, accessory, part, assembly, or product of any kind.

(3) "Petroleum" means crude oil, condensate, natural gasoline, or natural gas.

(4) "Production" means any operation directly incident to the extraction or recovery of natural gasoline and associated hydrocarbons.

(5) "Natural gasoline recovery" means any operation directly incident to the extraction or recovery of natural gasoline and associated hydrocarbons.

(6) "Maintenance and repair" means (without regard to accounting practice):

(i) The upkeep of any structure, equipment, or material in sound working condition or the restoration or fixing of any structure, equipment, or material which has broken down, or is worn out, damaged, or destroyed;

(ii) Any other use of material not exceeding in material cost $500 for any one complete operation which has not been subdivided for the purpose of coming within this definition.

"Maintenance and repair" shall not include the drilling, redrilling, deepening, plugging back, or multiple completion of any well, the initial installation on any well of pumping or other artificial lifting equipment, or the extension or the initial construction or installation of a field gas gathering line.

(7) "Operating supplies" means any material other than material used for maintenance and repair which is essential to and consumed in production or natural gasoline recovery and which is normally carried by an operator as operating supplies or which is normally chargeable to operating expense, including, among other items, chemicals, additives, and blending agents.

(8) "Laboratory equipment" means material or equipment used exclusively for the purpose of controlling, or investigating more effective methods of conducting, production or natural gasoline recovery operations by means of research, technical, or control laboratories. This material or equipment shall not, however, include material for use in the construction of laboratory buildings or other structures.

(9) "Exploratory well" means any well located at least two miles from every other drilling or producible well. However, no well is an exploratory well if it is located in any Restricted Area or in any field which, when drilling of the well is commenced, has been proved to be productive only of gas or condensate or both.

(10) "Pool" means any underground accumulation of petroleum constituting a single and separate reservoir or source of supply within a field.

(11) "Sectionalized land" means:

(i) Land which has been divided into sections by or on behalf of the Federal Government, and generally known as "public land surveys", whether the land is publicly or privately owned; and in other instances,

(ii) Land which has been divided into approximately square tracts similar to sections and which tracts contain about 640 acres (not more than 720 acres nor less than 560 acres) and can be subdivided by quartering into approximately square subdivisions of about 40 acres (not more than 45 acres nor less than 35 acres), or land which has been classified as "sectionalized land" by an authorized official of the Petroleum Administration for War.

A quarter of a quarter section of a "public land survey" or of an approximately square 640 acre tract, as defined above, is called a "quarter-quarter section" in this order.

(12) "Non-sectionalized land" means land other than sectionalized land.

(13) "Lease equipment" means material for use in production to be located within or adjacent to any field, including, among other items, oil treating equipment, salt water disposal facilities and disposal wells, fresh water production facilities and wells, production office facilities, and camp facilities.

However, lease equipment shall not include: an oil, gas, or condensate well; well equipment or pumping or other artificial lifting facilities for an oil, gas, or condensate well; a flow, lead, or gathering line for a gas or condensate well; a crude oil gathering line connecting a lease or field shipping tank or battery where petroleum is first gauged to any other petroleum gathering or movement facility or any refining facility; a vacuum plant or facilities; a cycling plant or facilities; a pressure maintenance plant or facilities; a plant or facilities for the extraction or recovery of natural gasoline or associated hydrocarbons, or for other treatment or processing of natural gas.

(14) "Property interest" means an interest in land which gives the owner of the interest the right to enter on the land and drill for or produce petroleum and obtain title to part or all of the produc-

tion. Such interest is usually created by a deed or an oil and gas lease, and is commonly called a "working interest".

(15) "Condensate well" means a well which produces or is capable of producing a liquid which is predominantly condensate. However, a well which is completed separately in two or more horizons will be considered a "condensate well" only in the horizon or horizons which produce or are capable of producing a liquid which is predominantly condensate.

(16) "Restricted area" means a field, pool, or area, or any portion thereof, designated as a "restricted area" by an authorized official of the Petroleum Administration for War. Any field or pool, or portion of either, which has been designated by the Petroleum Administration for War as a condensate field and which has not been removed from such classification up to the date of the issuance of this order is declared to be a "restricted area."

(17) "Complete" or "recomplete", wherever used in connection with an oil or gas well, shall include equipping and connecting the well, but shall not include the initial installation on any well of pumping or other artificial lifting equipment; and, wherever used in connection with a condensate well, shall include equipping and connecting in a manner sufficient to test the well, but shall not include connecting the well to a gas gathering line or to a natural gasoline recovery or gas cycling plant.

(c) *General restrictions on use of material.* (1) No material may be used to drill or complete any well in a "restricted area" or to drill any well for condensate in a discovered field, unless:

(i) Drilling was commenced prior to the designation of the area as a "restricted area" and conforms to the applicable provisions of Petroleum Administrative Order No. 11 or to a specific exception heretofore granted authorizing the drilling and completion of the well; or

(ii) Drilling is authorized by a specific exception or other grant of authority as provided for by paragraph (m).

(2) No material may be used in connection with any production or natural gasoline recovery operation other than those specified in paragraph (c) (1), unless the use is authorized by the provisions of this order or by specific exception or other grant of authority as provided for by paragraph (m).

(d) *Authorized uses of material for maintenance, repairs, operating supplies, lease equipment, or laboratory equipment.* Notwithstanding any other provision of this order, material may be used in production and natural gasoline recovery for maintenance and repair purposes, as operating supplies, for lease equipment, or for laboratory equipment and the installation thereof.

(e) *Authorized uses of material in exploratory operations.* Material may be used for operations directly involved in the search for and discovery of a previously unknown pool by means of geological, geophysical, or geochemical prospecting, the drilling and completion of, and providing additions to, any exploratory well, or the drilling of any core hole. However, if a core hole is drilled less than two miles from any drilling or producible well and the location of the core hole does not conform to the provisions set forth in paragraph (f) for the use of material in development drilling operations, only surface casing or tubing of less than 500 feet in length may be installed in the core hole, and no petroleum may be produced therefrom unless permission has been granted by an authorized official of the Petroleum Admistration for War.

(f) *Authorized uses of material in oil and gas development drilling operations.* Material may be used to drill, complete, and provide additions to, any oil or gas well in any discovered field other than a "restricted area", or to drill, complete, and provide additions to, any oil or gas well not in a discovered field but within two miles of a drilling or producible well, if the material is used in accordance with the following provisions:

(1) Where the oil well is located on sectionalized land,

(i) The provisions of paragraphs (f) (3) and (f) (4) must be complied with, and

(ii) The well must be located on a drilling unit consisting of a quarter-quarter section upon which no other drilling or producible well is located, and

(iii) If a well spacing pattern has been specified for the field, pool, or area by an authorized official of the Petroleum Administration for War, the well must be located within 150 feet of a location which conforms with the specified pattern.

If no well spacing pattern has been specified, the well must be located on the quarter-quarter section within 150 feet of a location which corresponds to the location on a quarter-quarter section of the pattern-fixing well for the field. The pattern-fixing well is the first well (including the discovery well but excluding any well completed as a dry hole) spudded in the field after December 23, 1941, in search of oil, and located on a quarter-quarter section not closer than 300 feet from any line thereof and on which quarter-quarter section no other drilling or producible well is located.

The well spacing pattern for a well not located in a discovered field but located within two miles of a drilling or producible well shall be the same as the well spacing pattern applicable to the nearest drilling or producible well, unless otherwise specified by an authorized official of the Petroleum Administration for War.

An authorized official of the Petroleum Administration for War may specify that no uniform well spacing pattern need be followed in designated fields, pools, or areas.

(2) Where the oil well is located on non-sectionalized land,

(i) The provisions of paragraphs (f) (3) and (f) (4) must be complied with, and

(ii) The well must be located on a drilling unit consisting of at least 40 contiguous surface acres upon which no other drilling or producible well is located, and

(iii) The distance between any two points farthest apart on the drilling unit upon which the well is located must not exceed a distance of 2,100 feet, and

(iv) No portion of the drilling unit attributed to the well shall fall within 330 feet of any other drilling or producible well located on the same lease or property.

(3) Where the oil well is located on either sectionalized land or non-sectionalized land,

(i) The drilling unit upon which the well is located must not be attributed in whole or in part to any other drilling or producible well, and

(ii) All separate property interests in the drilling unit upon which the well is located must first be consolidated, and

(iii) The well must be located at least 900 feet away from every other drilling or producible well, and

(iv) The well must be located at least 330 feet from every lease line, property line, and subdivision line separating unconsolidated property interests, and

(v) The well must be drilled with due diligence to maintain a vertical well bore.

However, a well may be intentionally deviated from the vertical if the surface location of the well (in this case, the place on the surface directly over the bore hole at the lowest level at which the well is open to production) conforms to the other provisions applicable to sectionalized or non-sectionalized land which have been set out above.

Where a well is intentionally deviated from the vertical, a directional survey of the well bore must be filed with the Director of Production of the District in which the well is located within 30 days after the completion of the well.

(4) If any well drilled in conformity with the provisions of paragraphs (f) (1), (f) (2), and (f) (3) is completed as a gas or condensate well, it shall not be produced except to provide fuel for drilling or fuel for other lease operations, or for testing the well for a period not exceeding 15 days, and no material may be used to produce the well or provide additions therefor, except as necessary for such purposes, until authorization has been granted by an authorized official of the Petroleum Administration for War.

(5) Where the gas well is located on either sectionalized land or non-sectionalized land,

(i) The well must be located on a drilling unit consisting of at least 640 contiguous surface acres upon which no other drilling or producible well is located, and

(ii) The drilling unit upon which the well is located must not be attributed in whole or in part to any other drilling or producible well, and

(iii) The distance between any two points furthest apart on the drilling unit upon which the well is located must not exceed a distance of 8500 feet, and

(iv) All separate property interests in the drilling unit upon which the well is located must first be consolidated, and

(v) The well must be located at least 3960 feet from every other drilling or producible well, and

(vi) The well must be located at least 1320 feet from every lease line, property line, and subdivision line separating unconsolidated property interests, and

(vii) The well must be drilled with due diligence to maintain a vertical well bore.

However, a well may be intentionally deviated from the vertical if the surface location of the well (in this case, the place on the surface directly over the bore hole at the lowest level at which the well is open to production) conforms to the other provisions of this paragraph (f) (5).

Where a well is intentionally deviated from the vertical, a directional survey of the well bore must be filed with the Director of Natural Gas and Natural Gasoline of the District in which the well is located within 30 days after completion of the well.

(6) If any well drilled in conformity with the provisions of paragraph (f) (5) is completed as a condensate well, it shall not be produced except to provide fuel for drilling or fuel for other lease operations, or for testing the well for a period not exceeding 15 days, and no material may be used to produce the well or provide additions therefor, except as necessary for such purposes, until authorization has been granted by an authorized official of the Petroleum Administration for War.

(g) *Computation of acreage attributable to oil and gas wells.* (1) The acreage attributable to any oil or gas well spudded on or before December 23, 1941, shall be determined by assigning to the well an acreage equivalent to that of the existing well density contiguous to the well. In no event need the attributed acreage be greater than 40 acres for an oil well or 640 acres for a gas well.

(2) The acreage attributable to any oil or gas well spudded after December 23, 1941, shall be the same as the drilling unit assigned to the well pursuant to Conservation Order M-68 (8 F.R. 104), Petroleum Administrative Order No. 11, or any supplement or exception thereto, or any amendment thereof.

(h) *Authorized uses of material for deepening, plugging back or reworking, and recompletion of wells.* To the extent that the use of material for deepening, plugging back, or reworking, and recompletion operations in connection therewith, is not prohibited or otherwise limited by the provisions of any exception heretofore or hereafter issued pursuant to Conservation Order M-68, Petroleum Administrative Order No. 11, or any amendments thereof, or by the provisions of any order heretofore or hereafter issued as a supplementary order to Petroleum Administrative Order No. 11, or any amendment thereof, such deepening, plugging back, or reworking, and recompletion operations in connection therewith, may be undertaken without obtaining further authorization if the material is used for or in connection with any of the following operations:

(1) Multiple completion of any well in the pool from which the well is producing and in any other pool or pools into or through which casing was set at the time the well was originally drilled;

(2) Multiple completion of any well which has been deepened in accordance with paragraph (h) (5);

(3) Plugging back and recompletion of any well in a shallower pool, or completion of any well in deeper pool into or through which casing was set at the time the well was originally drilled;

(4) Reworking, redrilling, or deepening any well and recompletion of the well within the pool from which the well is producing or from which it last produced;

(5) Deepening and recompletion of any well in another pool, if, with respect to the pool in which the well is to be deepened and recompleted,

(i) The well is located on a drilling unit consisting of a quarter-quarter section, if located on sectionalized land, or of at least 40 contiguous surface acres, if located on non-sectionalized land, and

(ii) No other well located on the drilling unit is producible from the pool in which the well is recompleted, and

(iii) The drilling unit upon which the well is located is not attributed in whole or in part to any other well producible from the pool in which the well is recompleted, and

(iv) All separate property interests in the drilling unit upon which the well is located are first consolidated, and

(v) No portion of the drilling unit attributed to the well falls within 330 feet of any other well, located on the same lease or property, producible from the pool in which the well is recompleted, and

(vi) The well is located at least 900 feet from every other well producible from the pool in which the well is recompleted, and

(vii) the well is located at least 330 feet from every lease line, property line, and subdivision line separating unconsolidated property interests.

(6) If any well completed or recompleted in conformity with the provisions of this paragraph (h) is completed or recompleted as a gas or condensate well, it shall not be produced except to provide fuel for drilling or fuel for other lease operations, or for testing the well for a period not exceeding 15 days, and no material may be used to produce the well or provide additions therefor, except as necessary for such purposes, until authorization has been granted by an authorized official of the Petroleum Administration for War. However, this provision shall not apply to the recompletion of any gas or condensate well in conformity with paragraph (h) (4).

(i) *Authorized uses of material for installation of pumping or other artificial lifting facilities.* Material may be used to install or reinstall pumping or other artificial lifting equipment, including a central pumping power unit, or to install additional tubing or sucker rods, to the extent that such operations are not prohibited or otherwise limited by the provisions of any exception or any order issued after the date of this order as a supplementary order to Petroleum Administrative Order No. 11, or any amendment thereof.

(j) *Authorized uses of material for gas gathering lines and gas lift and booster plants not exceeding 500 h. p.* (1) Material may be used for construction, installation, expansion, extension, improvement, reconstruction, remodeling, or other similar operation in connection with any gas lift compression plant or field gas booster plant, or for the construction, installation, expansion, extension, or alteration of any gas gathering line, if

(i) The cost of material for any one complete operation does not exceed $10,000 and

(ii) The well or wells to which the line is to be connected were spudded prior to December 23, 1941, or were drilled and completed in conformity with Conservation Order M-68, Petroleum Administrative Order No. 11, or any amendment, supplement or exception to either of such orders, and

(iii) The line does not duplicate in whole or in part the transportation function of any existing line or lines.

(2) Material may be used for construction, installation, expansion, extension, improvement, reconstruction, remodeling, or other similar operation in connection with any gas lift compression plant or field gas booster plant, if

(i) The material to be installed or added does not increase the rated capacity of the plant more than 500 h. p. and

(ii) No one complete operation is subdivided for the purpose of making this provision applicable.

Where priorities assistance is necessary to obtain more than $500 worth of material for any one complete operation authorized in this paragraph (j), all additional priorities assistance must be obtained through the procedure established in the section of P-98-b covering "Material for Use in Production".

(k) *Authorized uses of material for natural gasoline recovery, gas treating, cycling, pressure maintenance, or gas lift and booster plants exceeding 500 h. p.* Material may be used for construction, installation, expansion, extension, improvement, reconstruction, remodeling, or other similar operation in connection with any natural gasoline recovery operation, gas desulphurization operation, gas dehydration operation, gas cycling operation for condensate recovery, pressure maintenance operation, or in connection with any gas lift compression plant or field gas booster plant where the material to be installed or added increases the rated capacity of the plant more than 500 h. p., if the cost of material for any one compete operation does not exceed $10,000.

Where a person desires to use material in connection with the operations under this paragraph (k), but cannot do so because of the limitations imposed, he must make application both for authorization to use the material and for necessary priorities assistance by completing and filing PAW Form 30. Instructions for filing are given in PAW Form 30, and any communications should be filed in accordance with the same instructions.

(l) *Applications for exception to this order.* Where a person desires to use material in connection with production, other than for the operations listed in paragraph (k), but cannot do so under the provisions of this order or any supplement hereto, he may make an application for an exception by filing the information requested in PAW Form 3 (revised) attached to this order.[1] Instructions for filing applications and any communications in connection therewith are given in PAW Form 3 (revised).

(m) *Exceptions or supplements to this order or to preceding related orders.* Material may be used in connection with any production or natural gasoline recovery operation authorized by,

(1) Any exception to Conservation Order M–68.

(2) Any supplementary order to Petroleum Administrative Order No. 11 issued March 30, 1943, or any amendment thereof, until such supplementary order is revoked, or

(3) Any exception or authorization issued by the Petroleum Administration for War either on its own initiative or in response to an application for exception filed under Petroleum Administrative Order No. 11 issued March 30, 1943, or any amendment thereof, or under the preceding paragraphs (k) and (l) of this order.

(n) *Continuing effect of liabilities.* The amendment of Petroleum Administrative Order No. 11, effected by this order, shall not excuse or condone any violation of affect in any way liability or penalty incurred because of any violation of Conservation Order M–68, Petroleum Administrative Order No. 11, or any amendment, supplement, or exception to either of these orders.

(o) *Violations.* Any person who willfully violates any provision of this order, or who, by any act or omission, falsifies records kept or information furnished in connection with this order is guilty of a crime and upon conviction may be punished by fine or imprisonment.

Any person who willfully violates any provision of this order may be prohibited from delivering or receiving any material under priority control, or may be subject to other appropriate action.

(p) *Effective date.* This order shall take effect on the date of issuance.

(E.O. 9276, 7 F.R. 10091; E.O. 9319, 8 F.R. 3687; WPB Directive No. 30, 8 F.R. 11559; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 1st day of July 1944.

RALPH K. DAVIES,
Deputy Petroleum Administrator for War.

[F. R. Doc. 44–9717; Filed, July 3, 1944; 10:40 a. m.]

[PAO 11, Supp. Order 12]

PART 1515—PETROLEUM PRODUCTION OPERATIONS

USE OF MATERIAL IN PETROLEUM PRODUCTION OPERATIONS

Applicable in the States of Arkansas, Louisiana, Mississippi, New Mexico, and Texas.

§ 1515.18 *Supplementary Order No. 12 to Petroleum Administrative Order No. 11, as amended July 1, 1944*—(a) *Scope of this order.* Except as otherwise modified by the provisions of any other order issued as a supplement to Petroleum Administrative Order No. 11, as amended July 1, 1944, or by the provisions of any exception issued pursuant to paragraph (m) of Petroleum Administrative Order No. 11, as amended July 1, 1944, the provisions of this supplementary order shall to the extent provided herein be applicable to the use of material in petroleum production operations in the States of Arkansas, Louisiana, Mississippi, New Mexico, and Texas, but not elsewhere.

(b) *Definitions.* The definitions of Petroleum Administrative Order No. 11, as amended July 1, 1944, shall apply in this supplementary order.

(c) *Authorized uses of material in oil development drilling operations.* Material may be used to drill, complete, and provide additions to, any well for the purpose of producing oil, except in a "Restricted Area", if there is compliance with the following provisions:

(1) The well must be located on a drilling unit consisting of at least 40 contiguous surface acres upon which no other drilling or producible well is located, and

(2) The drilling unit upon which the well is located must not be attributed in whole or in part to any other drilling or producible well, and

(3) The distance between any two points farthest apart on the drilling unit upon which the well is located must not exceed a distance of 2100 feet, and

(4) All separate property interests in the drilling unit upon which the well is located must first be consolidated, and

(5) The well must be drilled with due diligence to maintain a vertical well bore.

However, a well may be intentionally deviated from the vertical if the surface location of the well (in this case, the place on the surface directly over the bore hole at the lowest level at which the well is open to production) conforms to the other provisions which have been set out above.

Where a well is intentionally deviated from the vertical, a directional survey of the well bore must be filed with the Director of Production of the District in which the well is located within 30 days after completion of the well.

(6) If any well completed in conformity with the provisions of this paragraph (c) is completed as a gas or condensate well, it shall not be produced except to provide fuel for drilling or fuel for other lease operations, or for testing the well for a period not exceeding 15 days, and no material may be used to produce the well or provide additions therefor, except as necessary for such purposes, until authorization has been granted by an authorized official of the Petroleum Administration for War.

(d) *Authorized uses of material for deepening and recompletion of wells.* (1) Material may be used to deepen and recomplete any well in another pool, if, with respect to the pool in which the well is to be deepened and recompleted, there is compliance with the provisions of paragraphs (c) (1), (c) (2), and (c) (4).

(2) Material may be used for the multiple completion of any well deepened in conformity with paragraph (d) (1).

(3) If any well completed or recompleted in conformity with the provisions of this paragraph (d) is completed or recompleted as a gas or condensate well in any pool not theretofore opened for production to the well, it shall not be produced from such pool except to provide fuel for drilling or fuel for other lease operations, or for testing the well for a period not exceeding 15 days, and no material may be used to produce the well from such pool or provide additions therefor, except as necessary for such purposes, until authorization has been granted by an authorized official of the Petroleum Administration for War.

(e) *Authorized uses of material for installation of pumping or other artificial lifting facilities.* Material may be used to install or reinstall pumping or other artificial lifting equipment, including a central pumping power unit, or to install additional tubing or sucker rods on any well located in the East Texas Field, Upshur, Gregg, Smith, Rusk, and Cherokee Counties, Texas, only if:

(1) The pumping or other artificial lifting equipment is installed or reinstalled on a well located on a lease where the Railroad Commission of Texas permits, under its duly issued rules or regulations, the transfer of allowable oil production from any well on such lease to another well or other wells on the same lease, or

(2) The pumping or other artificial lifting equipment is reinstalled on the same well to which it was connected at the time any operation authorized under paragraph (h) of Petroleum Administrative Order No. 11, as amended July 1, 1944, was initiated, or

(3) The pumping or other artificial lifting equipment is installed on any well deepened or recompleted in conformity with paragraph (h) (5) of Petroleum Administrative Order No. 11, as amended July 1, 1944, or

(4) The pumping or other artificial lifting equipment is installed on or connected to a well located on any lease or tract where the number of wells to which pumping or other artificial lifting equipment is then attached does not exceed an average of one well to every 10 productive acres, or

(5) The pumping or other artificial lifting equipment is installed on a well located on any lease or tract of 10 acres or less whereon no other well is located to which pumping or other artificial lifting equipment is already attached, but in no event may a lease or tract be subdivided or rearranged for the purpose of making this provision applicable, or

(6) The pumping or other artificial lifting equipment is transferred in its entirety from one well to another well located on the same lease or tract, or

(7) The pumping or other artificial lifting equipment is installed on a well which has been drilled pursuant to an exception to Conservation Order M–68,[1] Petroleum Administrative Order No. 11, or any amendment or supplement to either of such orders, which exception contains no prohibition against the installation of pumping or other artificial lifting equipment, or

(8) The additional tubing or sucker rods are installed on a well to which there is already attached pumping or other artificial lifting equipment which has been regularly operated prior to the installation of the additional tubing or sucker rods.

(f) *Violations.* Any person who willfully violates any provision of this supplementary order, or who, by any act or omission, falsifies records kept or information furnished in connection with this supplementary order is guilty of a crime and upon conviction may be punished by fine or imprisonment.

Any person who willfully violates any provision of this supplementary order may be prohibited from delivering or receiving any material under priority control or may be subject to other appropriate action.

(g) *Effective date.* This supplementary order shall take effect on the date of issuance.

(E.O. 9276, 7 F.R. 10091; E.O. 9319, 8 F.R. 3687; WPB Directive No. 30, 8 F.R. 11559; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub Laws 89 and 507, 77th Cong.)

Issued this 1st day of July 1944.

RALPH K. DAVIES,
Deputy Petroleum Administrator for War.

[F. R. Doc. 44–9718; Filed, July 3, 1944; 10:40 a. m.]

[1] Filed as part of the original document.

[1] 8 F.R. 104.

TITLE 44—PUBLIC PROPERTY AND WORKS

Chapter I—National Archives

PART 2—AUTHENTICATION AND ATTESTATION OF COPIES OF ARCHIVES IN THE CUSTODY OF THE ARCHIVIST OF THE UNITED STATES

Section 2.1 is amended to read as follows:

§ 2.1 *Designation of persons authorized.* (a) The Chief of the General Reference Division of the National Archives is authorized to authenticate and attest for and in the name of the Archivist of the United States copies or reproductions of archives or records in the official custody of the Archivist.

(b) In the absence or inability of the Chief of the General Reference Division, the Administrative Secretary of the National Archives is authorized to authenticate and attest the aforesaid copies or reproductions in the place and stead of the Chief of the General Reference Division.

(48 Stat. 1123, 49 Stat. 1821; 44 U.S.C. 300h)

[SEAL] SOLON J. BUCK,
Archivist of the United States.

JULY 1, 1944.

[F. R. Doc. 44–9695; Filed, July 1, 1944; 2:00 p. m.]

TITLE 47—TELECOMMUNICATION

Chapter I—Federal Communications Commission

[Order 83–F]

PART 13—RULES GOVERNING COMMERCIAL RADIO OPERATORS

SUSPENSION OF REQUIREMENTS

At a meeting of the Federal Communications Commission, held at its offices in Washington, D. C., on the 27th day of June 1944;

The Commission having under further consideration the matter of the shortage of radiotelegraph operators possessing six month's previous service as a qualified operator in a station on board a ship or ships of the United States, and having in mind the related provisions of sections 351 and 353 of the Communications Act of 1934, as amended; and

It appearing, that the Commission, by Orders Nos. 83, 83–A, 83–B, 83–C, 83–D, and 83–E, suspended for the periods July 9, 1941 to January 9, 1942, January 9, 1942 to July 9, 1942, July 9, 1942 to January 9, 1943, January 9, 1943 to June 30, 1943, July 1, 1943 to December 31, 1943, and January 1, 1944 to June 30, 1944, respectively, the requirements of six months' previous service contained in section 353 (b) of said act, and paragraphs (c) (3) and (d) (2) of § 13.61 of the rules and regulations; and

It appearing further, that a shortage of radiotelegraph operators available for assignment as qualified operators on board cargo ships of the United States, who possess six months' previous service, will continue to exist subsequent to June 30, 1944, and, accordingly, further suspension of the foregoing requirement is necessary;

It is ordered, Pursuant to Public Law No. 85, 78th Congress, approved June 22, 1943, that the aforesaid requirements contained in section 353 (b) of the Communications Act of 1934, as amended, and in paragraphs (c) (3) and (d) (2) of § 13.61 of the rules and regulations be, and the same are hereby, suspended for a further period beginning July 1, 1944 and ending December 31, 1944.

[SEAL] FEDERAL COMMUNICATIONS COMMISSION.
T. J. SLOWIE,
Secretary,

[F. R. Doc. 44–9649; Filed, July 1, 1944; 11:18 a. m.]

PART 63—EXTENSION OF LINES AND DISCONTINUANCE OF SERVICE BY CARRIERS[1]

COMMENCEMENT AND COMPLETION OF CONSTRUCTION

The Commission on June 27, 1944, effective immediately, amended § 63.05 (9 F. R. 2095) to read as follows:

§ 63.05 *Commencement and completion of construction.* Unless otherwise determined by the Commission upon proper showing in any particular case, in the event construction shall not have been begun upon a project involving an expenditure of more than $50,000 within 12 months from the date of the Commission's authorization, or all or part of the proposed facilities shall not have been placed in operation within 36 months after such date, such authorization shall terminate at the end of such 12 or 36 months period, as the case may be; in the case of projects involving an expenditure of $50,000 or less, the authorization therefor shall terminate at the end of 9 months or 18 months, as the case may be, in the event construction thereof shall not have been commenced, or the facilities placed in operation, within such respective periods.

(Sec. 4 (i), 48 Stat. 1068; 47 U.S.C. 154 (i); sec. 214, 48 Stat. 1075; 47 U.S.C. 214)

By the Commission.

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 44–9650; Filed, July 1, 1944; 11:18 a. m.]

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter I—Interstate Commerce Commission

[No. 3666]

PARTS 71–85—EXPLOSIVES AND OTHER DANGEROUS ARTICLES[2]

MISCELLANEOUS AMENDMENTS

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 24th day of June, A. D. 1944.

In the matter of regulations for transportation of explosives and other dangerous articles.

It appearing, that pursuant to section 233 of the Transportation of Explosives Act approved March 4, 1921 (41 Stat. 1445), and Part II of the Interstate Commerce Act, the Commission has formulated and published certain regulations for transportation of explosives and other dangerous articles;

It further appearing, that in applications received we are asked to amend the aforesaid regulations as set forth in provisions made part hereof;

And it further appearing, that amendments involved in said applications, having been considered and found to be in accord with the best-known practicable means for securing safety in transit and with the need therefor for promoting

[1] Prior to June 19, 1944, the title of Part 63 was "Rules Relating to Section 214."

[2] Parts 2 and 3 in this order appear in CFR as Parts 72, 73 and 75. Part 1A is added as CFR Part 74.

safety of operation and standards of equipment used in the transportation of said dangerous articles:

It is ordered, That the aforesaid regulations for transportation of explosives and other dangerous articles be, and they are hereby, amended as follows:

Amending order Aug. 16, 1940, as follows (add):

Part 1A—War Emergency Regulations

Because of the present emergency and until further order of the Commission, shipments of explosives and other dangerous articles may be made upon request of the Secretary of War or the Secretary of the Navy in accordance with the following war emergency regulations:

(a) *Explosives by rail freight*—(1) *Shippers and carriers regulations; handling detonating agents and explosives and explosive ammunition in same car or vehicle.* Detonating fuzes, primer-detonator assemblies or other detonating elements containing explosives components, if of a safe type, may be shipped either assembled in bombs, depth charges, mines, projectiles, or torpedoes (torpedo warheads) or in properly packed containers in the same car or vehicle with bombs, depth charges, mines, projectiles, boosters, or torpedoes (torpedo warheads) by rail freight when separated from the explosive bombs, depth charges, mines, projectiles, boosters, or torpedoes (torpedo warheads) by not less than 3 feet. The intervening space of 3 feet must be filled with dry sand or dry earth in bags or in a crib so constructed or lined as to prevent sifting of the sand or earth. The crib must be secured against movement.

(2) Blasting caps or electric blasting caps may be loaded in the same car with other explosives provided the blasting caps are separated from the other explosives as prescribed in subpar. (1) herein.

(3) When bomb fuzes are packed with bomb fin assemblies, either crated or boxed in wooden or metal containers, the sand or earth filled space between bombs and the fuzes may be omitted provided adequate blocking and bracing is supplied to prevent the bombs from crushing and injuring the detonating fuzes due to ordinary shocks incident to transportation.

(4) Detonating devices, explosive ammunition or explosives must not be offered for transportation in bombs, depth charges, mines, separate boosters, or torpedoes (torpedo warheads) when possible to ship them as otherwise provided herein. (See section 57 (f).)

(5) Shipments of explosive bombs and large containers of incendiary bombs weighing 500 pounds or more, each, may be loaded in gondola cars (flat bottom) when adequately braced. When necessary wooden boxed bombs must be protected against accidental ignition.

(b) *Poison gas, class A, by rail freight*—(1) *Containers.* Poison gases, class A, may be shipped by, for, or to, the War or Navy Departments, as follows:

In metal drums, spec. ICC 5A or WD 5A, in box cars or gondola cars in carload lots only.

In tanks, spec. ICC 106A, mounted on or secured to multi-unit cars or gondola cars in carload lots only.

In bombs, in box cars or gondola cars in carload lots only.

In projectiles or ammunition for cannon with gas filled projectiles in box cars in carload or less-than-carload lots.

(2) *Gas handlers.* Each shipment of one or more carloads, as described in subparagraph (1), shall be accompanied by a crew of qualified gas handlers, supplied with equipment to handle leaks or other container failure, which will permit the escape of gas. Gas handlers will remain with the shipment during the entire time that it is in the custody of the carrier. Gas handlers will, in the event of leakage or escape of gas, make repairs and perform decontamination, if necessary. If they need assistance they will advise the carrier's representative as to the nearest Chemical Warfare Service Depot and aid required.

(3) *Loading and bracing in cars.* Drums must be loaded in cars having level floors. Cars equipped with metal corrugated ends or cars having bowed ends must be supplied with end wall bulkheads constructed in accordance with requirements for center gates. (See Sketch 1, B. E. Pamphlet No. 6).

Drums must be loaded not more than one tier (layer) high and with filling holes up. They must be loaded as closely together as possible both crosswise and lengthwise and so blocked and braced as to maintain their relative positions during transit.

Drums with filling holes in heads must be loaded on their bottoms. They may be loaded in rows, lengthwise of the car and any space between the sides of car and the nearest row of drums must be "filled in" with wooden boards or lumber nailed to sides of car sufficient in length and width to contact both hoops of drums, or, drums may be loaded across car in staggered stacks of which the number of drums in alternate stacks is reduced by one drum. All drums in stacks following the first stack loaded in end of car must be placed tightly into the angle of space formed by the sidewalls of the drums in the preceding stack. Any space between the sides of car and the drums in stacks having the greater number of drums, must be "filled in" with wooden boards or lumber nailed to sides of car sufficient in length and width to contact both hoops of drums.

Drums with filling holes in sides must be loaded on their sides with filling holes up. There must be loaded lengthwise of the car in rows and any space between sides of car and the nearest row of drums must be "filled in" with wooden boards or lumber nailed to sides of car sufficient in length and width to contact both hoops of drums.

Drums must be loaded in box cars from ends of car toward space between car doors, and there braced by center gates and wedges. (See Sketch 1, B. E. Pamphlet No. 6.)

Doorways of box cars must be protected by one of the methods prescribed in sketch 1, B. E. Pamphlet No. 6A.

Tanks must be securely mounted on cars especially provided for them or on gondola cars prepared with substantial wooden frames and blocks.

Bombs, projectiles, and cannon ammunition must be loaded, blocked and braced as shown in B. E. Pamphlet 6A. When shipments are loaded in gondola cars they must be securely blocked and braced and not loaded higher than the sides of the car.

(4) *Handling of cars.* Cars of poison gas, class A, accompanied by gas handlers, must not be "cut off" while in motion and must be coupled carefully and all unnecessary shocks must be avoided. Other cars must not be cut off and allowed to strike a car placarded "Poison Gas."

Cars of poison gas, class A, in drums, tanks or bombs, and car containing gas handlers' equipment if present must be placed in trains and must be kept at all times next to and ahead of car or cars occupied by gas handlers who will accompany such shipments to destination.

Cars of poison gas, class A, must not be placed in trains next to other cars placarded "Explosives" or "Dangerous."

Cars placarded both "Explosives" and "Poison Gas" must be placed in trains ahead of car or cars containing the gas handling crew and their equipment and the position of the car in the train in so far as the "Explosives" placard is concerned is waived.

Part 2—List of Explosives and Other Dangerous Articles

Superseding and amending list section 4, orders Aug. 16, 1940, and Nov. 8, 1941, as follows:

Article	Classed as—	Exemptions and packing (see sec.)	Label required if not exempt	Maximum quantity in one outside package rail express
(Add) Fluosulfonic acid	Cor. L	No exemption 274	White	10 pints.
(Cancel) Monochloracetone	Pois. A	No exemption 328, 329	Poison gas	Not accepted.
(Add) Monochloracetone (unstabilized).	Not accepted.			

Part 3—Regulations Applying to Shippers

Amending paragraph (e), section 204, order Aug. 16, 1940, as follows (packing sodium hydrosulfite):

Cancel Note added to section 204 (e) by order Oct. 28, 1942, as amended December 30, 1942.

Amending section 245, order Aug. 16, 1940, as follows (no exemption from regulations) (add):

(q) *Fluosulfonic acid.*

Amending order Aug. 16, 1940, as follows (packing fluosulfonic acid) (add):

274 (a) *Fluosulfonic acid* must be packed in containers as follows:

(b) Spec. 15A, 15B, 15C, 16A, or 19A. Wooden boxes with inside containers which must be not over 1 gallon each, except that inside containers up to 3 gallons are authorized when only one is packed in each outside container as follows:

(1) Pyrex glass bottles, authorized only for material containing an excess of SO_3, with Pyrex glass stoppers ground to fit and held in place by plaster of Paris covered by strong cloth securely tied; each bottle must be placed in a metal container, well cushioned therein with incombustible absorbent material such as mineral wool, infusorial earth (kieselguhr), asbestos, etc.;

(2) Or steel containers, 14 gauge steel throughout, welded heads and side seams, equipped with ¾ inch welded flange and plug. Threads for plug must be 8 or less per inch. Each drum must be tested for leakage with 15 pounds hydrostatic pressure.

(c) Spec. 5A. Metal barrels or drums not over 55 gallons capacity each.

(d) Spec. 103A. Tank cars.

Amending par. (k), section 303, Table, order Aug. 16, 1940, as follows (restrictions for compressed gases) (add):

NOTE 6. Cylinders purchased after Oct. 1, 1944, for the transportation of chlorine must contain no aperture other than that provided in the neck of the cylinder for the attachment of a valve equipped with an approved safety device.

Superseding and amending paragraph (a), section 328, order Aug. 16, 1940, to read as follows:

328 (a) *Chlorpicrin, bromacetone, and acrolein* when offered for transportation by carriers by rail freight, highway, or water must be packed in specification containers as follows:

Superseding and amending paragraph (a) section 329, order Aug. 16, 1940, to read as follows:

329 (a) *Chlorpicrin or mixtures of chlorpicrin with nonpoisonous liquid or gases,* in addition to containers prescribed in section 328, when offered for transportation by carriers by rail freight, highway, or water may be shipped as follows:

Appendix to Part 3—Shipping Container Specifications (CFR 72)

Amending paragraph 2, spec. 11A, order Aug. 16, 1940, as follows (add):

NOTE. Because of the present emergency and until further order of the Commission, cottonwood and poplar are authorized to be included in Group A woods.

It is further ordered, That this order amending the aforesaid regulations shall be effective on and after Oct. 1, 1944, and shall remain in full force and effect and be observed until further order of the Commission;

It is further ordered, That compliance with the aforesaid amendments made effective by this order is hereby authorized on and after the date of approval and publication thereof;

And it is further ordered, That a copy of this order be served upon all the parties of record herein; and that notice of this order be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

(Sec. 233, 41 Stat. 1445, sec. 204, 49 Stat. 546, sec. 4, 52 Stat. 1232, sec. 20, 54 Stat. 922, 56 Stat. 176, 18 U.S.C. 383, 49 U.S.C. 304)

By the Commission, Division 3.

[SEAL] W. P. BARTEL, *Secretary.*

[F. R. Doc. 44-9603; Filed, June 30, 1944; 11:50 a. m.]

Chapter II—Office of Defense Transportation

[Gen. Order ODT 21, Amdt. 10]

PART 501—CONSERVATION OF MOTOR EQUIPMENT

CERTIFICATES OF WAR NECESSITY FOR AND CONTROL OF COMMERCIAL MOTOR VEHICLES

Pursuant to the Act of May 31, 1941, as amended by the Second War Powers Act, 1942, Executive Orders 8989, as amended, and 9156, and War Production Board Directive 21,

It is hereby ordered, That Exemption Order ODT 21-3A (8 F.R. 6485) is hereby revoked, and § 501.98 of General Order ODT 21, as amended (7 F.R. 7100, 9437, 10025; 8 F.R. 2510, 7357, 7880, 9033, 13071), is hereby amended to read as follows:

§ 501.98 *Records and reports.* Any person operating a commercial motor vehicle in respect of which a Certificate of War Necessity has been issued shall prepare and maintain, in the form prescribed by the Office of Defense Transportation in Administrative Order ODT 9, as amended (8 F.R. 14166; 9 F.R. 948, 2304), records in respect of operations conducted by such vehicle. All such records shall be available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

This Amendment 10 to General Order ODT 21 shall become effective July 1, 1944.

NOTE: The recording and reporting requirements of this amendment have been approved by the Bureau of the Budget, in accordance with the Federal Reports Act of 1942.

(Act of May 31, 1941, as amended by the Second War Powers Act, 1942, 56 Stat. 176, 50 App. U. S. Code §§ 631 through 645a; E.O. 8989, as amended, 6 F.R. 6725 and 8 F.R. 14183; E.O. 9156, 7 F.R. 3349; War Production Board Directive 21, 8 F.R. 5834)

Issued at Washington, D. C., this 30th day of June 1944.

J. M. JOHNSON, *Director, Office of Defense Transportation.*

[F. R. Doc. 44-9749; Filed, July 3, 1944; 11:52 a. m.]

[Administrative Order ODT 6A]

PART 503—ADMINISTRATION

ESTABLISHMENT OF REGIONS AND DISTRICTS OF HIGHWAY TRANSPORT DEPARTMENT

Pursuant to Executive Orders 8989, as amended, and 9156, Administrative Order ODT 6 (8 F.R. 13194) is hereby superseded and it is hereby ordered, that:

§ 503.200 *Establishment of regions and office of regional director; Highway Transport Department.* Regions of the Highway Transport Department of the Office of Defense Transportation, with a regional office in each region, are hereby established as described in Appendix 1 hereof. Each regional office shall be in charge of a regional director.

§ 503.201 *Establishment of districts and office of district manager; Highway Transport Department.* Within each region, districts of the Highway Transport Department, with a district office in each district, are hereby established as described in Appendices 2 and 3 hereof. Each district office shall be in charge of a district manager.

Administrative Order ODT 6 (8 F.R. 13194) is revoked as of the effective date of this Administrative Order ODT 6A.

This Administrative Order ODT 6A shall be retroactive to be effective as of June 1, 1944.

(E.O. 8989, as amended, 6 F.R. 6725, 8 F.R. 14183; E.O. 9156, 7 F.R. 3349).

Issued at Washington, D. C., this 30th day of June 1944.

J. M. JOHNSON, *Director, Office of Defense Transportation.*

APPENDIX 1—LOCATIONS OF REGIONAL OFFICES AND TERRITORY COMPRISING EACH REGION

Territory comprising Region 1: The States of Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island, New York, and the following counties in New Jersey: Bergen, Essex, Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris, Ocean, Passaic, Somerset, Sussex, Union, and Warren. Regional Office at New York, New York.

Territory comprising Region 2: The States of Delaware, District of Columbia, Maryland, Pennsylvania (Except Lawrence and Mercer Counties), Virginia (Except Lee, Scott, and Wise Counties and the City of Bristol), the following counties in New Jersey: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, and Salem, the following counties in West Virginia: Berkeley, Brooke, Grant, Hampshire, Hancock, Hardy, Jefferson, Marion, Marshall, Mineral, Monongalia, Morgan, Ohio, Pendleton, Preston, Taylor, and Wetzel. Regional Office at Philadelphia, Pennsylvania.

Territory comprising Region 3: The States of Alabama, Florida, Georgia, Mississippi, (Except Hancock, Harrison, Pearl River, and Stone Counties), North Carolina, South Carolina, Tennessee, the following counties in Kentucky: Allen, Christian, Logan, Simpson, Todd, Trigg, and Warren, the following counties in Arkansas: Clay, Craighead, Crittenden, Cross, Mississippi, Poinsett, and Greene, the following counties in Missouri: Dunklin, and Pemiscot, and the following counties in Virginia: Lee, Scott, and Wise, and the City of Bristol, Virginia. Regional Office at Atlanta, Georgia.

Territory comprising Region 4: The States of Kentucky (Except Allen, Ballard, Caldwell,

Calloway, Carlisle, Christian, Crittenden, Daviess, Fulton, Graves, Henderson, Hickman, Hopkins, Livingston, Logan, Lyon, McCracken, McLean, Marshall, Simpson, Todd, Trigg, Union, Warren, and Webster Counties), Michigan (Except the Upper Peninsula, and Berrien, Branch, Cass, Kalamazoo, St. Joseph, and Van Buren Counties), Ohio (Except Paulding, and Van Wert Counties), West Virginia (Except Berkeley, Brooke, Grant, Hampshire, Hancock, Hardy, Jefferson, Marion, Marshall, Mineral, Monongalia, Morgan, Ohio, Pendleton, Preston, Taylor, and Wetzel Counties), the following counties in Indiana: Clark, Crawford, Floyd, Harrison, Jefferson, Orange, Scott and Washington, and the following counties in Pennsylvania: Lawrence, and Mercer, Regional office at Cleveland, Ohio.

Territory comprising Region 5: The States of Illinois (Except Bond, Calhoun, Clinton, Fayette, Franklin, Jefferson, Jersey, Marion, Monroe, Madison, Perry, Randolph, St. Clair, and Washington Counties), Indiana (Except Clark, Crawford, Floyd, Harrison, Jefferson, Orange, Scott, and Washington Counties), Iowa (Except Crawford, Fremont, Harrison, Ida, Mills, Monona, Montgomery, Page, Pottawattamie, Shelby, and Woodbury Counties), Minnesota, North Dakota, South Dakota, Wisconsin, the following counties in Kentucky: Ballard, Caldwell, Calloway, Carlisle, Crittenden, Daviess, Fulton, Graves, Henderson, Hickman, Hopkins, Livingston, Lyon, McCracken, McLean, Marshall, Union and Webster, in Michigan: The Upper Peninsula, and the following counties, Berrien, Branch, Cass, Kalamazoo, St. Joseph, and Van Buren, and the following counties in Missouri: Adair, Bollinger, Butler, Cape Girardeau, Clark, Iron, Knox, Lewis, Macon, Madison, Marion, Mississippi, Monroe, New Madrid, Putnam, Ralls, Reynolds, Schuyler, Scotland, Scott, Shelby, Stoddard, and Wayne. Regional office at Chicago, Illinois.

Territory comprising Region 6: The States of Arkansas (Except Clay, Craighead, Crittenden, Cross, Columbia, Greene, Lafayette, Little River, Miller, Mississippi, and Poinsett Counties), Kansas, Missouri (Except Adair, Bollinger, Butler, Cape Girardeau, Clark, Dunklin, Iron, Knox, Lewis, Macon, Madison, Marion, Mississippi, Monroe, New Madrid, Pemiscot, Putnam, Ralls, Reynolds, Schuyler, Scotland, Scott, Shelby, Stoddard, and Wayne Counties). Nebraska (Except Banner, Box Butte, Cheyenne, Dawes, Kimball, Morrill, Scotts Bluff, and Sioux Counties), the following counties in Illinois: Bond, Calhoun, Clinton, Fayette, Franklin, Jefferson, Jersey, Madison, Marion, Monroe, Perry, Randolph, St. Clair, and Washington, and the following counties in Iowa: Crawford, Fremont, Harrison, Ida, Mills, Monona, Montgomery, Page, Pottawattamie, Shelby, and Woodbury. Regional office at Kansas City, Missouri.

Territory comprising Region 7: The States of Louisiana, New Mexico, Oklahoma, Texas, the following counties in Arkansas: Columbia, Lafayette, Little River, and Miller, and the following counties in Mississippi: Hancock, Harrison, Pearl River, and Stone. Regional office at Dallas, Texas.

Territory comprising Region 8: The States of Colorado, Idaho (Except Benewah, Bonner, Boundary, Clearwater, Idaho, Kootenai, Latah, Lewis, Nez Perce, and Shoshone Counties), Montana (Except Lincoln, Mineral, and Sanders), Utah, Wyoming, the following counties in Nebraska: Box Butte, Banner, Cheyenne, Dawes, Kimball, Morrill, Scotts Bluff, and Sioux, and the following county in Oregon: Malheur. Regional office at Denver, Colorado.

Territory comprising Region 9: The States of Arizona, California, Nevada, Oregon (Except Malheur County), Washington, the following counties in Idaho: Benewah, Bonner, Boundary, Clearwater, Kootenai, Idaho, Latah, Lewis, Nez Perce, Shoshone, and the following counties in Montana: Lincoln, Mineral, and Sanders. Regional office at San Francisco, California.

APPENDIX 2—DISTRICT OFFICES IN EACH REGION

REGION I

New York. Albany, Binghamton, Buffalo, New York, Peekskill, Rochester, Syracuse, and Utica.
Connecticut. Hartford and New Haven.
Rhode Island. Providence.
New Jersey. Newark and Trenton.
Maine. Portland and Bangor.
Vermont. Montpelier.
Massachusetts. Boston and Springfield.
New Hampshire. Concord.

REGION II

Pennsylvania. Allentown, Pittsburgh, Altoona, Erie, Harrisburg, Philadelphia and Scranton.
Maryland. Hagerstown and Baltimore.
New Jersey. Atlantic City.
District of Columbia. Washington.
Virginia. Norfolk, Roanoke and Richmond.
Delaware. Dover.

REGION III

Georgia. Atlanta, Augusta, Macon, Savannah and Waycross.
South Carolina. Columbia.
Mississippi. Jackson.
Alabama. Birmingham, Mobile and Montgomery.
Tennessee. Chattanooga, Memphis, Knoxville and Nashville.
North Carolina. Asheville, Charlotte, Raleigh, Wilmington and Winston-Salem.
Florida. Jacksonville, Miami, Orlando, Tallahassee and Tampa.

REGION IV

Ohio. Canton, Cincinnati, Cleveland, Columbus, Dayton, Toledo, Youngstown, and Zanesville.
West Virginia. Charleston.
Michigan. Cadillac, Detroit, Grand Rapids, Lansing, and Saginaw.
Kentucky. Lexington and Louisville.

REGION V

Illinois. Cairo, Chicago, Danville, Peoria, Quincy, Rockford, and Springfield.
Indiana. Evansville, Fort Wayne, Indianapolis, South Bend, and Terre Haute.
Minnesota. Duluth and Minneapolis.
Iowa. Davenport, Des Moines, and Mason City.
Wisconsin. La Crosse, Madison, Green Bay, Milwaukee, and Wausau.
South Dakota. Pierre and Sioux Falls.
North Dakota. Fargo and Bismarck.

REGION VI

Missouri. Jefferson City, Kansas City, Springfield, and St. Louis.
Kansas. Topeka and Wichita.
Arkansas. Little Rock.
Nebraska. North Platte and Omaha.

REGION VII

Texas. Amarillo, Austin, Dallas, El Paso, Houston, Lubbock, San Angelo, San Antonio, and Waco.
Oklahoma. Oklahoma City and Tulsa.
New Mexico. Albuquerque.
Louisiana. New Orleans, Baton Rouge, and Shreveport.

REGION VIII

Colorado. Denver and Pueblo.
Utah. Salt Lake City.
Wyoming. Casper and Cheyenne.
Idaho. Boise.
Montana. Billings and Butte.

REGION IX

California. Fresno, Los Angeles, Sacramento, and San Francisco.
Washington. Seattle and Spokane.
Oregon. Medford and Portland.
Nevada. Reno.
Arizona. Phoenix.

APPENDIX 3—DISTRICT OFFICES BY STATES, WITH COUNTIES UNDER THE JURISDICTION OF EACH OFFICE

ALABAMA

Birmingham. Bibb, Blount, Calhoun, Chambers, Cherokee, Chilton, Clay, Cleburne, Colbert, Coosa, Cullman, Etowah, Fayette, Franklin, Greene, Hale, Jefferson, Lamar, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Perry, Pickens, Randolph, St. Clair, Shelby, Sumter, Talladega, Tallapoosa, Tuscaloosa, Walter, and Winston.
Mobile. Baldwin, Choctaw, Clarke, Conecuh, Escambia, Marengo, Mobile, Monroe, Washington, Escambia, Fla., Santa Rosa, Fla., Okaloosa, Fla., George, Miss., Greene, Miss., and Jackson, Miss.
Montgomery. Autauga, Barbour, Bullock, Butler, Coffee, Covington, Crenshaw, Dale, Dallas, Elmore, Geneva, Henry, Houston, Lee, Lowndes, Macon, Montgomery, Pike, Russell, and Wilcox.

ARIZONA

Phoenix. All of the State of Arizona.

ARKANSAS

Little Rock. Arkansas, Ashley, Baxter, Benton, Boone, Bradley, Calhoun, Carroll, Chicot, Clark, Cleburne, Cleveland, Conway, Crawford, Dallas, Desha, Drew, Faulkner, Franklin, Fulton, Garland, Grant, Hempstead, Howard, Hot Spring, Independence, Izard, Jackson, Jefferson, Johnson, Lawrence, Lee, Lincoln, Logan, Lonoke, Madison, Marion, Monroe, Montgomery, Nevada, Newton, Ouachita, Perry, Phillips, Pike, Polk, Pope, Prairie, Pulaski, Randolph, St. Francis, Saline, Scott, Searcy, Sebastian, Sevier, Sharp, Stone, Union, Van Buren, Washington, White, Woodruff, and Yell.

CALIFORNIA

Fresno. Fresno, Invo, Kings, Medera, Mariposa, Merced, Mono, Stanislaus, Tulare, Tuolumne and Kern.
Los Angeles. Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura.
Sacramento. Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Glenn, Lassen, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Sutter, Tehama, Yolo and Yuba.
San Francisco. Alameda, Contra Costa, Humboldt, Lake, Marin, Mendocino, Monterey, Napa, San Fenito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma and Trinity.

COLORADO

Denver. Adams, Arapahoe, Boulder, Chaffee, Clear Creek, Delta, Denver, Douglas, Eagle, Elbert, El Paso, Garfield, Gilpin, Grand, Gunnison, Jackson, Jefferson, Kit Carson, Lake, Larimer, Lincoln, Logan, Mesa, Moffat, Montrose, Morgan, Park, Phillips, Pitkin, Rio Blanco, Routt, Sedgwick, Summit, Teller, Washington, Weld and Yuma.
Pueblo. Alamosa, Archuleta, Baca, Bent, Cheyenne, Conejos, Costilla, Crowley, Custer, Dolores, Fremont, Hinsdale, Huerfano, Kiowa, La Plata, Los Animas, Mineral, Montezuma, Otero, Ouray, Prowers, Pueblo, Rio Grande, Saguache, San Juan, and San Miguel.

CONNECTICUT

Hartford. Hartford, Litchfield and Tolland.
New Haven. Fairfield, Middlesex, New Haven, and New London.

DELAWARE

Dover. All of the State of Delaware and Caroline, Md., Dorchester, Md., Kent, Md., Queen Annes, Md., Somerset, Md., Talbot, Md., Wicomico, Md., Worcester, Md., Accomac, Va., and Northampton, Va.

DISTRICT OF COLUMBIA

Washington, D. C. City of Washington, Calvert, Md., Charles, Md., Montgomery, Md., Prince Georges, Md., St. Marys, Md., Alexandria, City of, Va., Arlington, Va., Culpeper, Va., Fairfax, Va., Fauquier, Va., Loudoun, Va., Prince William, Va., and Rappahannock, Va.

FLORIDA

Jacksonville. Alachua, Baker, Bradford, Clay, Columbia, Duval, Flagler, Gilchrist, Hamilton, Nassau, Putnam, St. Johns, Suwannee, and Union.
Miami. Broward, Collier, Dade, Hendry, Martin, Monroe, and Palm Beach.
Orlando. Brevard, Indian River, Lake, Marion, Okeechobee, Orange, Osceola, St. Lucie, Seminole, and Volusia.
Tallahassee. Bay, Calhoun, Dixie, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Lafayette, Leon, Liberty, Madison, Taylor, Wakulla, Walton, Washington, Baker, Ga., Brooks, Ga., Colquitt, Ga., Decatur, Ga., Early, Ga., Grady, Ga., Miller, Ga., Mitchell, Ga., Seminole, Ga., and Thomas, Ga.
Tampa. Charlotte, Citrus, De Soto, Glades, Hardee, Hernando, Highlands, Hillsborough, Lee, Levy, Manatee, Pasco, Pinellas, Polk, Sarasota and Sumter.

GEORGIA

Atlanta. Banks, Barrow, Bartow, Carroll, Cherokee, Clarke, Clayton, Cobb, Coweta, Dawson, De Kalb, Douglas, Fannin, Fayette, Floyd, Forsyth, Franklin, Fulton, Gilmer, Gordon, Gwinnett, Habersham, Hall, Haralson, Hart, Heard, Henry, Jackson, Lumpkin, Madison, Morgan, Newton, Oconee, Paulding, Pickens, Polk, Rabun, Rockdale, Spalding, Stephens, Towns, Union, Walton, and White.
Augusta. Burke, Columbia, Elbert, Emanuel, Glascock, Greene, Hancock, Jefferson, Jenkins, Johnson, Lincoln, McDuffie, Oglethorpe, Richmond, Screven, Taliaferro, Warren, Washington, Wilkes, Aiken, S. C., Allendale, S. C., Barnwell, S. C., Edgefield, S. C., and McCormick, S. C.
Macon. Baldwin, Bibb, Bleckley, Butts, Calhoun, Chattahoochee, Clay, Crawford, Crisp, Dodge, Dooly, Dougherty, Harris, Houston, Jasper, Jones, Lamar, Laurens, Lee, Macon, Marion, Meriwether, Monroe, Montgomery, Muscogee, Peach, Pike, Pulaski, Putnam, Quitman, Randolph, Schley, Stewart, Sumter, Talbot, Taylor, Telfair, Terrell, Treutlen, Troup, Turner, Twiggs, Upson, Webster, Wheeler, Wilcox, Wilkinson, and Worth.
Savannah. Bryan, Bulloch, Candler, Chatham, Effingham, Evans, Liberty, Long, McIntosh, Tattnall, Toombs, Beaufort, S. C.; Colleton, S. C.; Hampton, S. C.; and Jasper, S. C.
Waycross. Appling, Atkinson, Bacon, Ben Hill, Berrien, Brantley, Camden, Charlton, Clinch, Coffee, Cook, Echols, Glynn, Irwin, Jeff Davis, Lanier, Lowndes, Pierce, Tift, Ware, and Wayne.

IDAHO

Boise. Ada, Adams, Bannock, Bear Lake, Bingham, Blaine, Boise, Bonneville, Butte, Camas, Canyon, Caribou, Cassia, Clark, Custer, Elmore, Franklin, Fremont, Gem, Gooding, Jefferson, Jerome, Lemhi, Lincoln, Madison, Minidoka, Oneida, Owyhee, Payette, Power, Teto, Twin Falls, Valley, Washington, and Malheur, Ore.

ILLINOIS

Cairo. Alexander, Gallatin, Hardin, Jackson, Johnson, Massac, Pope, Pulaski, Saline, Union, Williamson, Ballard, Ky.; Caldwell, Ky.; Calloway, Ky.; Carlisle, Ky.; Crittenden, Ky.; Fulton, Ky.; Graves, Ky.; Hickman, Ky.; Livingston, Ky.; Lyon, Ky.; McCracken, Ky.; Marshall, Ky.; Bollinger, Mo.; Butler, Mo.; Cape Girardeau, Mo.; Iron, Mo.; Madison, Mo.; Mississippi, Mo.; New Madrid, Mo.; Reynolds, Mo.; Scott, Mo.; Stoddard, Mo., and Wayne, Mo.
Chicago. Cook, De Kalb, Du Page, Grundy, Kane, Kendall, Lake, McHenry, Will, and Lake, Ind.
Danville. Champaign, Coles, Douglas, Edgar, Ford, Iroquois, Kankakee, Vermillion, Benton, Ind., Fountain, Ind., and Warren, Ind.
Peoria. Bureau, Fulton, Knox, La Salle, Livingston, McLean, Marshall, Peoria, Putnam, Stark, Tazewell, and Woodford.
Quincy. Adams, Brown, Hancock, McDenough, Pike, Schuyler, Adair, Mo., Clark, Mo., Knox, Mo., Lewis, Mo., Macon, Mo., Marion, Mo., Monroe, Mo., Putnam, Mo., Ralls, Mo., Schuyler, Mo., Scotland, Mo., and Shelby, Mo.
Rockford. Boone, Carroll, Jo Daviess, Lee, Ogle, Stephenson and Winnebago.
Springfield. Cass, Christian, De Witt, Greene, Logan, Macon, Macoupin, Mason, Menard, Montgomery, Morgan, Moultrie, Piatt, Sangamon, Scott, and Shelby.

INDIANA

Evansville. Dubois, Gibson, Perry, Pike, Posey, Spencer, Vanderburgh, Warrick, Daviess, Ky., Henderson, Ky., Hopkins, Ky., McLean, Ky., Union, Ky., Webster, Ky., Edwards, Ill., Hamilton, Ill., Wabash, Ill., Wayne, Ill., and White, Ill.
Fort Wayne. Adams, Allen, Blackford, De Kalb, Grant, Huntington, Jay, Lagrange, Miami, Noble, Steuben, Wabash, Wells, Whitley, Paulding, Ohio, Van Wert, Ohio, Branch, Mich., Kalamazoo, Mich., and St. Joseph, Mich.
Indianapolis. Bartholomew, Boone, Brown, Carroll, Cass, Clinton, Dearborn, Decatur, Delaware, Fayette, Franklin, Hamilton, Hancock, Hendricks, Henry, Howard, Jackson, Jennings, Johnson, Lawrence, Madison, Marion, Monroe, Montgomery, Morgan, Ohio, Putnam, Randolph, Ripley, Rush, Shelby, Switzerland, Tippecanoe, Tipton, Union, Wayne, and White.
South Bend. Elkhart, Fulton, Jasper, Kosciusko, La Porte, Marshall, Newton, Porter, Pulaski, St. Joseph, Starke, Berrien, Mich., Cass, Mich., and Van Buren, Mich.
Terre Haute. Clay, Daviess, Greene, Knox, Martin, Owen, Parke, Sullivan, Vermillion, Vigo, Clark, Ill., Clay, Ill., Crawford, Ill., Cumberland, Ill., Effingham, Ill., Jasper, Ill., Lawrence, Ill., and Richland, Ill.

IOWA

Davenport. Benton, Buchanan, Cedar, Clinton, Davis, Delaware, Des Moines, Dubuque, Henry, Iowa, Jackson, Jefferson, Johnson, Jones, Keokuk, Lee, Linn, Louisa, Muscatine, Scott, Van Buren, Wapello, Washington, Henderson, Ill., Henry, Ill., Mercer, Ill., Rock Island, Ill., Warren, Ill., and Whiteside, Ill.
Des Moines. Adair, Adams, Appanoose, Audubon, Boone, Calhoun, Carroll, Cass, Clarke, Dallas, Decatur, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshal, Monroe, Polk, Poweshiek, Ringgold, Sac, Story, Tama, Taylor, Union, Warren, Wayne, and Webster.
Mason City. Allamakee, Black Hawk, Bremer, Butler, Cerro Gordo, Chickasaw, Clayton, Emmet, Fayette, Floyd, Franklin, Grundy, Hancock, Howard, Humboldt, Kossuth, Mitchell, Palo Alto, Pocahontas, Winnebago, Winneshiek, Worth, Wright, Blue Earth, Minn., Dodge, Minn., Faribault, Minn., Freeborn, Minn., Mower, Minn., Steele, Minn., and Waseca, Minn.

KANSAS

Topeka. Anderson, Atchison, Brown, Clay, Cloud, Coffey, Dickinson, Doniphan, Douglas, Franklin, Geary, Jackson, Jefferson, Jewell, Lincoln, Lyon, Marshall, Mitchell, Morris, Nemaha, Osage, Osborne, Ottawa, Pottawatomie, Republic, Riley, Saline, Shawnee, Smith, Wabaunsee, and Washington.
Wichita. Allen, Barber, Barton, Bourbon, Butler, Chase, Chautauqua, Cherokee, Clark, Comanche, Cowley, Crawford, Edwards, Elk, Ellis, Ellsworth, Finney, Ford, Grove, Grant, Gray, Greeley, Greenwood, Hamilton, Harper, Harvey, Haskell, Hodgeman, Kearny, Kingman, Kiowa, Labette, Lane, Logan, McPherson, Marion, Meade, Montgomery, Morton, Neosho, Ness, Pawnee, Pratt, Reno, Rice, Rush, Russell, Scott, Sedgwick, Seward, Stafford, Stanton, Stevens, Sumner, Trego, Wallace, Wichita, Wilson, and Woodson.

KENTUCKY

Lexington. Anderson, Bath, Bell, Bourbon, Boyd, Boyle, Bracken, Breathitt, Carter, Casey, Clark, Clay, Clinton, Elliott, Estill, Fayette, Fleming, Floyd, Franklin, Garrard, Grant, Greenup, Harlan, Harrison, Jackson, Jessamine, Johnson, Knott, Knox, Laurel, Lawrence, Lee, Leslie, Letcher, Lewis, Lincoln, McCreary, Madison, Magoffin, Martin, Mason, Menifee, Mercer, Montgomery, Morgan, Nicholas, Owen, Owsley, Pendleton, Perry, Pike, Powell, Pulaski, Robertson, Rockcastle, Rowan, Russell, Scott, Wayne, Whitley, Wolfe, and Woodford.
Louisville. Adair, Barren, Breckinridge, Bullitt, Butler, Carroll, Cumberland, Edmonson, Gallatin, Grayson, Green, Hancock, Hardin, Hart, Henry, Jefferson, Larue, Marion, Meade, Metcalfe, Monroe, Muhlenberg, Nelson, Ohio, Oldham, Shelby, Spencer, Taylor, Trimble, Washington, Clark, Ind., Crawford, Ind., Floyd, Ind., Harrison, Ind., Jefferson, Ind., Orange, Ind., Scott, Ind., and Washington, Ind.

LOUISIANA

Baton Rouge. Acadia, Allen, Avoyelles, Beauregard, Calcasieu, Cameron, Catahoula, Concordia, E. Baton Rouge, E. Feliciana, Evangeline, Iberia, Iberville, Jefferson Davis, Lafayette, La Salle, Pointe Coupee, Rapides, St. Helena, St. Landry, St. Martin, Vermilion, W. Baton Rouge, and W. Feliciana.
New Orleans. Ascension, Assumption, Jefferson, La Fourche, Livingston, Orleans, Plaquemines, St. Bernard, St. Charles, St. James, St. John the Baptist, St. Mary, St. Tammany, Tangipahoa, Terrebonne, Washington, Hancock, Miss., Harrison, Miss., Pearl River, Miss., and Stone, Miss.
Shreveport. Bienville, Bossier, Caddo, Caldwell, Claiborne, De Soto, E. Carroll, Franklin, Grant, Jackson, Lincoln, Madison, Morehouse, Natchitoches, Ouachita, Red River, Richland, Sabine, Tensas, Union, Vernon, Webster, W. Carroll, Winn, Bowie, Texas, Cass, Texas, Harrison, Texas, Marion, Texas, Panola, Texas, Shelby, Texas, Columbia, Ark., Lafayette, Ark., Little River, Ark., and Miller, Ark.

MAINE

Bangor. Aroostook, Hancock, Penobscot, Piscataquis, Somerset, Waldo, and Washington.
Portland. Androscoggin, Cumberland, Franklin, Kennebec, Knox, Lincoln, Oxford, Sagadahoc, and York.

MARYLAND

Baltimore. Anne Arundel, Baltimore; Baltimore, city of; Carroll, Cecil, Harford, and Howard.
Hagerstown. Allegany, Frederick, Garrett, Washington, Adams, Pa., Franklin, Pa., Fulton, Pa., Berkeley, W. Va., Grant, W. Va., Hampshire, W. Va., Hardy, W. Va., Jefferson, W. Va., Mineral, W. Va., Morgan, W. Va., Pendleton, W. Va., Clarke, Va., Frederick, Va., Page, Va., Shenandoah, Va., and Warren, Va.

MASSACHUSETTS

Boston. Barnstable, Dukes, Essex, Middlesex, Nantucket, Norfolk, Plymouth, Suffolk, and Worcester.

Springfield. Berkshire, Franklin, Hampden, and Hampshire.

MICHIGAN

Cadillac. Antrim, Benzie, Charlevoix, Cheboygan, Clare, Crawford, Emmet, Grand Traverse, Kalkaska, Lake, Leelanau, Manistee, Mason, Missaukee, Montmorency, Osceola, Otsego, Presque Isle, Roscommon, and Wexford.

Detroit. Lapeer, Macomb, Oakland, St. Clair, Washtenaw, and Wayne.

Grand Rapids. Allegan, Barry, Kent, Mecosta, Montcalm, Muskegon, Newaygo, Oceana, and Ottawa.

Lansing. Calhoun, Clinton, Eaton, Ingham, Ionia, Jackson, Livingston, and Shiawassee.

Saginaw. Alcona, Alpena, Arenac, Bay, Genesee, Gladwin, Gratolt, Huron, Iosco, Isabella, Midland, Ogemaw, Oscoda, Saginaw, Sanilac, and Tuscola.

MINNESOTA

Duluth. Aitkin, Carlton, Cass, Cook, Crow Wing, Itasca, Koochiching, Lake, Pine, St. Louis, Ashland, Wis., Bayfield, Wis., Burnett, Wis., Douglas, Wis., Sawyer, Wis., and Washburn, Wis.

Minneapolis. Anoka, Benton, Carver, Chippewa, Chisago, Dakota, Douglas, Goodhue, Grant, Hennepin, Isanti, Kanabec, Kandiyohl, Le Sueur, McLeod, Meeker, Mille Lacs, Morrison, Nicollet, Pope, Ramsey, Renville, Rice, Scott, Sherburne, Sibley, Stearns, Stevens, Swift, Todd, Washington, Wright, Barron, Wis., Dunn, Wis., Pepin, Wis., Pierce, Wis., Polk, Wis., and St. Croix, Wis.

MISSISSIPPI

Jackson. Adams, Amite, Attala, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Claiborne, Clarke, Clay, Copiah, Covington, Forrest, Franklin, Grenada, Hinds, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones, Kemper, Lamar, Lauderdale, Lawrence, Leake, Leflore, Lincoln, Lowndes, Madison, Marion, Monroe, Montgomery, Neshoba, Newton, Noxubee, Oktibbeha, Perry, Pike, Rankin, Scott, Sharkey, Simpson, Smith, Sunflower, Tallahatchie, Walthall, Warren, Washington, Wayne, Webster, Wilkinson, Winston, Yalobusha, and Yazoo.

MISSOURI

Jefferson City. Audrain, Benton, Boone, Callaway, Camden, Cole, Cooper, Crawford, Dent, Gasconade, Howard, Maries, Miller, Moniteau, Montgomery, Morgan, Osage, Pettis, Phelps, Pulaski, and Randolph.

Kansas City. Andrew, Atchison, Bates, Buchanan, Caldwell, Carroll, Cass, Chariton, Clay, Clinton, Daviess, De Kalb, Gentry, Grundy, Harrison, Henry, Holt, Jackson, Johnson, Lafayette, Linn, Livingston, Mercer, Nodaway, Platte, Ray, Saline, Sullivan, Worth, Johnson, Kans., Leavenworth, Kans., Linn, Kans., Miami, Kans., and Wyandotte, Kans.

Springfield. Barry, Barton, Carter, Cedar, Christian, Dade, Dallis, Douglas, Greene, Hickory, Howell, Jasper, Laclede, Lawrence, McDonald, Newton, Oregon, Ozark, Polk, Ripley, St. Clair, Shannon, Stone, Taney, Texas, Vernon, Webster, and Wright.

St. Louis. Franklin, Jefferson, Lincoln, Perry, Pike, St. Charles, St. Genevieve, St. Francois, St. Louis, St. Louis City, Warren, Washington, Bond, Ill., Calhoun, Ill., Clinton, Ill., Fayette, Ill., Franklin, Ill., Jefferson, Ill., Jersey, Ill., Madison, Ill., Marion, Ill., Monroe, Ill., Perry, Ill., Randolph, Ill., St. Clair, Ill., and Washington, Ill.

MONTANA

Billings. Big Horn, Blaine, Carbon, Carter, Custer, Daniels, Dawson, Fallon, Fergus, Garfield, Golden Valley, McCone, Musselshell, Petroleum, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Stillwater, Sweet Grass, Treasure, Valley, Wheatland, Wibaux, and Yellowstone.

Butte. Beaverhead, Broadwater, Cascade, Chouteau, Deer Lodge, Flathead, Gallatin, Glacier, Granite, Hill, Jefferson, Judith Basin, Lake, Lewis & Clark, Liberty, Madison, Meagher, Missoula, Park, Pondera, Powell, Ravalli, Silver Bow, Teton, and Toole.

NEBRASKA

North Platte. Adams, Arthur, Blaine, Boyd, Brown, Buffalo, Chase, Cherry, Custer, Dawson, Deuel, Dundy, Franklin, Frontier, Furnas, Garden, Garfield, Gosper, Grant, Greeley, Hall, Harlan, Hayes, Hitchcock, Holt, Hooker, Howard, Kearney, Keith, Keya Paha, Lincoln, Logan, Loup, McPherson, Perkins, Phelps, Redwillow, Rock, Sheridan, Sherman, Thomas, Valley, Webster, Wheeler, Cheyenne, Kans., Decatur, Kans., Graham, Kans., Norton, Kans., Phillips, Kans., Rawlins, Kans., Rooks, Kans., Sheridan, Kans., Sherman, Kans., and Thomas, Kans.

Omaha. Antelope, Boone, Burt, Butler, Cass, Cedar, Clay, Colfax, Cuming, Dakota, Dixon, Dodge, Douglas, Fillmore, Gage, Hamilton, Jefferson, Johnson, Knox, Lancaster, Madison, Merrick, Nance, Nemaha, Nuckolls, Otoe, Pawnee, Pierce, Platte, Polk, Richardson, Saline, Sarpy, Saunders, Seward, Stanton, Thayer, Thurston, Washington, Wayne, York, Crawford, Iowa, Fremont, Iowa, Harrison, Iowa, Ida, Iowa, Mills, Iowa, Monona, Iowa, Montgomery, Iowa, Page, Iowa, Pottawattamie, Iowa, Shelby, Iowa, and Woodbury, Iowa.

NEVADA

Reno. All of the State of Nevada.

NEW HAMPSHIRE

Concord. All of the State of New Hampshire.

NEW JERSEY

Atlantic City. Atlantic, Cape May, Cumberland, Gloucester, and Salem.

Newark. Bergen, Essex, Hudson, Middlesex, Passaic, and Union.

Trenton. Hunterdon, Mercer, Monmouth, Morris, Ocean, Somerset, Sussex, and Warren.

NEW MEXICO

Albuquerque. Bernalillo, Catron, Chaves, Colfax, De Baca, Guadalupe, Lincoln, McKinley, Mora, Rio Arriba, Sandoval, San Juan, San Miguel, Santa Fe, Socorro, Taos, Torrance, and Valencia.

NEW YORK

Albany. Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, and Washington.

Binghamton. Broome, Chemung, Chenango, Delaware, Schuyler, Steuben, and Tioga.

Buffalo. Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, and Wyoming.

New York. Bronx, Kings, Nassau, New York, Queens, Richmond, and Suffolk.

Peekskill. Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, and Westchester.

Rochester. Livingston, Monroe, Ontario, Orleans, Wayne, and Yates.

Syracuse. Cayuga, Cortland, Jefferson, Madison, Onondaga, Oswego, Seneca, and Tompkins.

Utica. Herkimer, Lewis, Oneida, Otsego, and St. Lawrence.

NORTH CAROLINA

Asheville. Avery, Buncombe, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, McDowell, Macon, Madison, Mitchell, Polk, Rutherford, Swain, Transylvania, and Yancey.

Charlotte. Alexander, Anson, Burke, Cabarrus, Caldwell, Catawba, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Montgomery, Moore, Richmond, Rowan, Stanly, and Union.

Raleigh. Alamance, Beaufort, Bertie, Camden, Caswell, Chatham, Chowan, Currituck, Dare, Durham, Edgecombe, Franklin, Gates, Granville, Greene, Halifax, Harnett, Hertford, Hyde, Johnston, Lee, Lenoir, Martin, Nash, Northampton, Orange, Pasquotank, Perquimans, Person, Pitt, Tyrell, Vance, Wake, Warren, Washington, Wayne, and Wilson.

Wilmington. Bladen, Brunswick, Carteret, Columbus, Craven, Cumberland, Duplin, Hoke, Jones, New Hanover, Onslow, Pamlico, Pender, Robeson, Sampson, Scotland, Dillon, S. C.; Horry, S. C., and Marion, S. C.

Winston-Salem. Alleghany, Ashe, Davidson, Davie, Forsyth, Guilford, Randolph, Rockingham, Stokes, Surry, Watauga, Wilkes, and Yadkin.

NORTH DAKOTA

Bismarck. Adams, Benson, Billings, Bottineau, Bowman, Burke, Burleigh, Divide, Dunn, Eddy, Emmons, Foster, Golden Valley, Grant, Hettinger, Kidder, Logan, McHenry, McIntosh, McKenzie, McLean, Mercer, Morton, Mountrail, Oliver, Pierce, Renville, Rolette, Sheridan, Sioux, Slope, Stark, Stutsman, Ward, Wells, Williams.

Fargo. Barnes, Cass, Cavalier, Dickey, Grand Forks, Griggs, La Moure, Nelson, Pembina, Ramsey, Ransom, Richland, Sargent, Steele, Towner, Traill, Walsh, Becker, Minn., Beltrami, Minn., Big Stone, Minn., Clay, Minn., Clearwater, Minn., Hubbard, Minn., Kittson, Minn., Lake of the Woods, Minn., Mahnomen, Minn., Marshall, Minn., Norman, Minn., Otter Tail, Minn., Pennington, Minn., Polk, Minn., Red Lake, Minn., Roseau, Minn., Traverse, Minn., Wadena, Minn., and Wilkin, Minn.

OHIO

Canton. Ashland, Carroll, Harrison, Holmes, Jefferson, Medina, Portage, Richland, Stark, Summit, Tuscarawas and Wayne.

Cincinnati. Adams, Brown, Clermont, Gallia, Hamilton, Highland, Jackson, Lawrence, Pike, Scioto, Boone, Ky., Campbell, Ky., and Kenton, Ky.

Cleveland. Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake and Lorain.

Columbus. Crawford, Delaware, Fairfield, Fayette, Franklin, Hardin, Hooking, Knox, Licking, Madison, Marion, Morrow, Pickaway, Ross, Union, Vinton and Wyandot.

Dayton. Auglaize, Butler, Champaign, Clark, Clinton, Darke, Greene, Logan, Mercer, Miami, Montgomery, Preble, Shelby, and Warren.

Toledo. Allen, Defiance, Fulton, Hancock, Henry, Lucas, Ottawa, Putnam, Sandusky, Seneca, Williams, Wood, Hillsdale, Mich., Lenawee, Mich., and Monroe, Mich.

Youngstown. Columbiana, Mahoning, Trumbull, Lawrence, Pa., and Mercer, Pa.

Zanesville. Athens, Belmont, Coshocton, Guernsey, Meigs, Monroe, Morgan, Muskingum, Noble, Perry, and Washington.

OKLAHOMA

Oklahoma City. Alfalfa, Beckham, Blaine, Caddo, Canadian, Carter, Cleveland, Comanche, Cotton, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Greer, Harmon, Harper, Jackson, Jefferson, Johnston, Kingfisher, Kiowa, Logan, Love, McClain, Major, Marshall, Murray, Oklahoma, Pontotoc, Pottawatomie, Roger Mills, Seminole, Stephens, Tillman, Washita, Woods, and Woodward.

Tulsa. Adair, Atoka, Bryan, Cherokee, Choctaw, Coal, Craig, Creek, Delaware, Haskell, Hughes, Kay, Latimer, Le Flore, Lincoln, McCurtin, McIntosh, Mayes, Muskogee, Noble, Nowata, Okfuskee, Okmulgee, Osage, Ottawa, Pawnee, Payne, Pittsburg, Pushmataha, Rogers, Sequoyah, Tulsa, Wagoner, and Washington.

OREGON

Medford. Coos, Curry, Douglas, Harney, Jackson, Josephine, Klamath, Lake, Del Norte Calif., Modoc, Calif., and Siskiyou, Calif.

Portland. Baker, Benton, Clackamas, Clatsop, Columbia, Crook, Deschutes, Gillam, Grant, Hood River, Jefferson, Lane, Lincoln, Linn, Marion, Morrow, Multnomah, Polk, Sherman, Tillamook, Umatilla, Union, Wallowa, Wasco, Washington, Wheeler, Yamhill, Clark, Wash., Cowlitz, Wash., Klickitat, Wash., Skamania, Wash., and Wahkiakum, Wash.

PENNSYLVANIA

Allentown. Berks, Carbon, Lehigh, Northampton, and Schuylkill.

Altoona. Bedford, Blair, Cambria, Centre, Clearfield, Clinton, Huntingdon, Mifflin, and Somerset.

Erie. Cameron, Crawford, Elk, Erie, Forest, McKean, Potter, Venango, and Warren.

Harrisburg. Cumberland, Dauphin, Juniata, Lancaster, Lebanon, Montour, Northumberland, Perry, Snyder, Union, and York.

Philadelphia. Bucks, Chester, Delaware, Montgomery, Philadelphia, Burlington, N. J., and Camden, N. J.

Pittsburgh. Allegheny, Armstrong, Beaver, Butler, Clarion, Fayette, Greene, Indiana, Jefferson, Washington, Westmoreland, Brooke, W. Va., Hancock, W. Va., Marion, W. Va., Marshall, W. Va., Monongalia, W. Va., Ohio, W. Va., Preston, W. Va., Taylor, W. Va., and Wetzel, W. Va.

Scranton. Bradford, Columbia, Lackawanna, Luzerne, Lycoming, Monroe, Pike, Sullivan, Susquehanna, Tioga, Wayne, and Wyoming.

RHODE ISLAND

Providence. All of the State of Rhode Island, Bristol, Mass., and Windham, Conn.

SOUTH CAROLINA

Columbia. Abbeville, Anderson, Bamberg, Berkeley, Calhoun, Charleston, Cherokee, Chester, Chesterfield, Clarendon, Darlington, Dorchester, Fairfield, Florence, Georgetown, Greenville, Greenwood, Kershaw, Lancaster, Laurens, Lee, Lexington, Marlboro, Newberry, Oconee, Orangeburg, Pickens, Richland, Saluda, Spartanburg, Sumter, Union, Williamsburg, and York.

SOUTH DAKOTA

Pierre. Armstrong, Bennett, Brule, Buffalo, Butte, Campbell, Corson, Custer, Dewey, Edmunds, Fall River, Faulk, Gregory, Haakon, Hand, Harding, Hughes, Hyde, Jackson, Jones, Lawrence, Lyman, McPherson, Meade, Mellette, Pennington, Perkins, Potter, Shannon, Stanley, Sully, Todd, Tripp, Walworth, Washabaugh, Washington, and Ziebach.

Sioux Falls. Aurora, Beadle, Bon Homme, Brookings, Brown, Charles Mix, Clark, Clay, Codington, Davison, Day, Deuel, Douglas, Grant, Hamlin, Hanson, Hutchinson, Jerauld, Kingsbury, Lake, Lincoln, McCook, Marshall, Miner, Minnehaha, Moody, Roberts, Sanborn, Spink, Turner, Union, Yankton, Buena Vista, Iowa, Cherokee, Iowa, Clay, Iowa, Dickinson, Iowa, Lyon, Iowa, O'Brien, Iowa, Osceola, Iowa, Plymouth, Iowa, Sioux, Iowa, Brown, Minn., Cottonwood Minn, Jackson, Minn., Lac Qui Parle, Minn., Lincoln, Minn., Lyon, Minn., Martin, Minn., Murray, Minn., Nobles, Minn., Pipestone, Minn., Redwood, Minn., Rock, Minn., Watonwan, Minn., and Yellow Medicine, Minn.

TENNESSEE

Chattanooga. Bledsoe, Bradley, Coffee, Franklin, Grundy, Hamilton, McMinn, Marion, Meigs, Monroe, Polk, Chatooga, Ga., Rhea, Sequatchie, Van Buren, Warren, De Kalb, Ala., Jackson, Ala., Catoosa, Ga., Dade, Ga., Murray, Ga., Walker, Ga., and Whitfield, Ga.

Knoxville. Anderson, Blount, Campbell, Carter, Claiborne, Cooke, Cumberland, Fentress, Grainger, Greene, Hamblen, Hancock, Hawkins, Jefferson, Johnson, Knox, Loudon, Morgan, Pickett, Roane, Scott, Sevier, Sullivan, Unicoi, Union, Washington, Lee, Va., Scott, Va., Wise, Va., and City of Bristol, Va.

Memphis. Carroll, Chester, Crockett, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Lake, Lauderdale, McNairy, Madison, Obion, Shelby, Tipton, Weakley, Clay, Ark., Craighead, Ark., Crittenden, Ark., Cross, Ark., Greene, Ark., Mississippi, Ark., Poinsett, Ark., Alcorn, Miss., Benton, Miss., Coahoma, Miss., Desoto, Miss., Itawamba, Miss., Lafayette, Miss., Lee, Miss., Marshall, Miss., Panola, Miss., Pontotoc, Miss., Prentiss, Miss., Quitman, Miss., Tate, Miss., Tippah, Miss., Tishomingo, Miss., Tunica, Miss., Union, Miss., Dunklin, Mo., and Pemiscot, Mo.

Nashville. Bedford, Benton, Cannon, Cheatham, Clay, Davidson, Decatur, DeKalb, Dickson, Giles, Henry, Hickman, Houston, Humphreys, Jackson, Lawrence, Lewis, Lincoln, Macon, Marshall, Maury, Montgomery, Moore, Overton, Perry, Putnam, Robertson, Rutherford, Smith, Stewart, Sumner, Trousdale, Wayne, White, Williamson, Wilson, Allen, Ky., Christian, Ky., Logan, Ky., Simpson, Ky., Todd, Ky., Trigg, Ky., and Warren, Ky.

TEXAS

Amarillo. Armstrong, Carson, Collingsworth, Dallam, Deaf Smith, Donley, Gray, Hansford, Hartley, Hemphill, Hutchinson, Lipscomb, Moore, Ochiltree, Oldham, Potter, Randall, Roberts, Sherman, Wheeler, Harding, N. M., Quay, N. M., Union, N. M., Beaver, Okla., Cimarron, Okla., and Texas, Okla.

Austin. Austin, Bastrop, Blanco, Brazos, Burleson, Burnet, Caldwell, Colorado, Fayette, Gillespie, Hays, Lavaca, Lee, Llano, Mason, Travis, Washington, and Williamson.

Dallas. Archer, Camp, Clay, Collin, Cooke, Dallas, Delta, Denton, Ellis, Fannin, Franklin, Grayson, Gregg, Henderson, Hood, Hopkins, Hunt, Jack, Johnson, Kaufman, Lamar, Montague, Morris, Palo Pinto, Parker, Rains, Red River, Rockwall, Smith, Somervell, Stephens, Tarrant, Titus, Upshur, Van Zandt, Wichita, Wise, Wood, and Young.

El Paso. Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, Loving, Pecos, Presidio, Reeves, Ward, Winkler, Dona Ana, N. M., Eddy, N. M., Grant, N. M., Hidalgo, N. M., Luna, N. M., Otero, N. M., and Sierra, N. M.

Houston. Angelina, Brazoria, Chambers, Fort Bend, Galveston, Grimes, Hardin, Harris, Jasper, Jefferson, Liberty, Matagorda, Montgomery, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Trinity, Tyler, Walker, Waller, and Wharton.

Lubbock. Bailey, Baylor, Briscoe, Castro, Crockett, Dawson, Ector, Fisher, Classcock, Floyd, Foard, Gaines, Garza, Hale, Hall, Hardeman, Haskell, Hockley, Kent, King, Knox, Lamb, Lubbock, Lynn, Motley, Parmer, Stonewall, Swisher, Terry, Throckmorton, Wilbarger, Yoakum, Curry, N. M., Lea, N. M., and Roosevelt, N. M.

San Angelo. Andrews, Borden, Brown, Callahan, Coke, Coleman, Concho, Crane, Crockett, Dawson, Ector, Fisher, Glasscock, Howard, Irion, Jones, Kimble, McCulloch, Martin, Menard, Midland, Mills, Mitchell, Nolan, Reagan, Runnels, San Saba, Schleicher, Scurry, Shackelford, Sterling, Sutton, Taylor, Terrell, Tom Green, Upton, and Val Verde.

San Antonio. Aransas, Atascosa, Bandera, Bee, Bexar, Brooks, Calhoun, Cameron, Comal, De Witt, Dimmit, Duval, Edwards, Frio, Goliad, Gonzales, Guadalupe, Hidalgo, Jackson, Jim Hogg, Jim Wells, Karnes, Kendall, Kenedy, Kerr, Kinney, Kleberg, La Salle, Live Oak, McMullen, Maverick, Medina, Nueces, Real, Refugio, San Patricio, Starr, Uvalde, Victoria, Webb, Willacy, Wilson, Zapata, and Zavala.

Waco. Anderson, Bell, Bosque, Cherokee, Comanche, Coryell, Eastland, Erath, Falls, Freestone, Hamilton, Hill, Houston, Lampasas, Leon, Limestone, McLennan, Madison, Milam, Nacogdoches, Navarro, Robertson, and Rusk.

UTAH

Salt Lake City. All of the State of Utah.

VERMONT

Montpelier. All of the State of Vermont.

VIRGINIA

Norfolk. Brunswick, Elizabeth City, Greensville, Isle of Wight, Lunenburg, Mecklenburg, Nansemond, Norfolk, Princess Anne, Southampton, Surry, Sussex, Warwick and York.

Richmond. Albermarle, Amelia, Buckingham, Caroline, Charles City, Chesterfield, Cumberland, Dinwiddie, Essex, Fluvanna, Gloucester, Goochland, Greene, Hanover, Henrico, James City, King & Queen, King George, King William, Lancaster, Louisa, Madison, Mathews, Middlesex, New Kent, Northumberland, Nottoway, Orange, Powhatan, Prince Edward, Prince George, Richmond, Spotsylvania, Stafford, and Westmoreland.

Roanoke. Alleghany, Amherst, Appomattox, Augusta, Bath, Bedford, Bland, Botetourt, Buchanan, Campbell, Carroll, Charlotte, Craig, Dickenson, Floyd, Franklin, Giles, Grayson, Halifax, Henry, Highland, Montgomery, Nelson, Patrick, Pittsylvania, Pulaski, Roanoke, Rockbridge, Rockingham, Russell, Smyth, Hazewell, Washington, and Wythe.

WASHINGTON

Seattle. Chelan, Clallam, Grays Harbor, Island, Jefferson, King, Kitsap, Kittitas, Lewis, Mason, Pacific, Pierce, San Juan, Skagit, Snohomish, Thurston, Whatcom, and Yakima.

Spokane. Adams, Asotin, Benton, Columbia, Douglas, Ferry, Franklin, Garfield, Grant, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman, Benewah, Idaho, Bonner, Idaho, Boundary, Idaho, Clearwater, Idaho, Idaho, Idaho, Kootenal, Idaho, Latah, Idaho, Lewis, Idaho, Nez Perce, Idaho, Shoshone, Idaho, Lincoln, Mont., Mineral, Mont., and Sanders, Mont.

WEST VIRGINIA

Charleston. Barbour, Bonne, Braxton, Cabell, Calhoun, Clay, Doddridge, Fayette, Gilmer, Greenbrier, Harrison, Jackson, Kanawha, Lewis, Lincoln, Logan, McDowell, Mason, Mercer, Mingo, Monroe, Nicholas, Pleasants, Pocahontas, Putnam, Raleigh, Randolph, Ritchie, Roane, Summers, Tucker, Tyler, Upshur, Wayne, Webster, Wirt, Wood, and Wyoming.

WISCONSIN

Green Bay: Brown, Calumet, Door, Florence, Forest, Kewaunee, Manitowoc, Marinette, Oconto, Outagamie, Shawano, Waupaca, Winnebago, Alger, Mich., Baraga, Mich., Chippewa, Mich., Delta, Mich., Dickinson, Mich., Houghton, Mich., Iron, Mich., Keweenaw, Mich., Luce, Mich., Mackinac, Mich., Marquette, Mich., Menominee, Mich., and Schoolcraft, Mich.

La Crosse. Buffalo, Crawford, Jackson, La Crosse, Monroe, Richland, Trempealeau, Vernon, Fillmore, Minn., Houston, Minn., Olmstead, Minn., Wabasa, Minn., and Winona, Minn.

Madison. Adams, Columbia, Dane, Grant, Green, Green Lake, Iowa, Juneau, Lafayette, Marquette, Rock, Sauk, and Waushara.

Milwaukee. Dodge, Fond du Lac, Jefferson, Kenosha, Milwaukee, Ozaukee, Racine, Sheboygan, Walworth, Washington, and Waukesha.

Wausau. Chippewa, Clarke, Eau Claire, Iron, Langlade, Lincoln, Marathon, Oneida, Portage, Price, Rusk, Taylor, Villas, Wood, Gogebic, Mich., and Ontonagon, Mich.

WYOMING

Casper. Big Horn, Campbell, Carbon, Converse, Crook, Fremont, Hot Springs, Johnson, Lincoln, Natrona, Niobrara, Park, Sheridan, Sublette, Sweet Water, Teton, Uinta, Washakie, Weston, and Yellowstone National Park.

Cheyenne. Albany, Goshen, Laramie, Platte, Banner, Nebr., Box Butte, Nebr., Cheyenne, Nebr., Dawes, Nebr., Kimball, Nebr., Morrill, Nebr., Scotts Bluff, Nebr., and Sioux, Nebr.

[F. R. Doc. 44-9673; Filed, July 1, 1944; 11:41 a. m.]

[Administrative Order ODT 9, Amdt. 3]

PART 503—ADMINISTRATION

MOTOR CARRIERS; RECORDS AND REPORTS

Pursuant to the Act of May 31, 1941, as amended by the Second War Powers Act, 1942, Executive Orders 8989, as amended, 9156, 9214, and 9294, and War Production Board Directive 21,

It is hereby ordered, That Appendix 1 and Appendix 2 of Administrative Order ODT 9, as amended (8 F.R. 14166; 9 F.R. 948, 2304), are hereby cancelled, paragraph (c) of § 503.251a of Administrative Order ODT 9, as amended, is hereby revoked, paragraph (d) of § 503.250 and §§ 503.251 and 503.253 are hereby revised, and a new paragraph, designated as (c), is hereby added to § 503.252. The revised and added text reads as follows:

§ 503.250 *Property carrying vehicles; records.* Every certificate holder who operates a property carrying vehicle or vehicles shall keep the following records in respect of the vehicles covered by each certificate: * * *

(d) A record of periodic tire inspection for each vehicle, including for each inspection:

(1) Date of inspection;

(2) Inspection station number, county and state:

(3) Serial number or brand of tires requiring service, and description of required tire or vehicle service; and

(4) Certification of inspector that no service is necessary, or certification that such service as was required has been performed.

* * * * *

§ 503.251 *Property carrying vehicles; forms.* (a) The records required to be kept pursuant to § 503.250 of this order may be kept in any convenient form but shall contain, except in the case of tire inspection, entries in respect of operations for each month or period shorter than a month.

(b) Any certificate holder who has heretofore been provided with Form CWN–17, Weekly Operation Report and Tire Inspection Record (Single Unit), or Form CWN–17A, Tire Inspection Record (Fleet, and Supplementary for Single Units), by the Office of Defense Transportation, may, at his option, continue to use such form in keeping the periodic tire inspection records required to be kept pursuant to § 503.250 (d) of this order.

§ 503.252 *Passenger carrying vehicles; records.* Every certificate holder who operates a passenger carrying vehicle or vehicles shall keep the following records in addition to those required to be kept by general or other orders of the Office of Defense Transportation: * * *

(c) A record of periodic tire inspection for each vehicle, including for each inspection:

(1) Date of inspection;

(2) Inspection station number, county and state;

(3) Serial number or brand of tires requiring service, and description of required tire or vehicle service; and

(4) Certification of inspector that no service is necessary, or certification that such service as was required has been performed.

§ 503.253 *Passenger carrying vehicles; forms.* (a) The records required to be kept pursuant to § 503.252 of this order may be kept in any convenient form but shall contain, except in the case of tire inspection, entries in respect of operations for each month or period shorter than a month.

(b) Any certificate holder who has heretofore been provided with Form CWN–17, Weekly Operation Report and Tire Inspection Record (Single Unit), or Form CWN–17A, Tire Inspection Record (Fleet, and Supplementary for Single Units), by the Office of Defense Transportation, may, at his option, continue to use such form in keeping the periodic tire inspection records required to be kept pursuant to § 503.252 (c) of this order.

This Amendment 3 to Administrative Order ODT 9 shall become effective July 1, 1944.

NOTE: The recording and reporting requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(Act of May 31, 1941, as amended by the Second War Powers Act, 1942, 56 Stat. 176, 50 App. U. S. Code §§ 631 through 645a; E.O. 8989, as amended, 6 F.R. 6725 and 8 F.R. 14183; E.O. 9156, 7 F.R. 3349; E.O. 9214, 7 F.R. 6097; E.O. 9294, 8 F.R. 221; War Production Board Directive 21, 8 F.R. 5834)

Issued at Washington, D. C., this 30th day of June 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

[F. R. Doc. 44–9748; Filed, July 3, 1944; 11:52 a. m.]

[Administrative Order ODT 26]

PART 503—ADMINISTRATION

TRANSPORTATION OF FARM PRODUCTS BY COMMERCIAL MOTOR VEHICLES FROM PRODUCING AREAS

General outline. This order requests and authorizes producers, motor carriers, dealers or receivers, as the case may be, of farm products, except dairy products, within any given area to form Industry Transportation Advisory Committees. Committees representative of any one, or combination, of such persons which have heretofore been recognized and approved by the Office of Defense Transportation are authorized to function as Industry Transportation Advisory Committees in accordance with this order. The order sets forth specific methods by which such committees are requested to assist the Office of Defense Transportation in attaining the purposes of General Order ODT 21, as amended, in relation to transportation of farm products, except dairy products, by commercial motor vehicle from producing areas to destination points. Where for any reason needed information has not been furnished to a district manager by a committee, he may proceed to acquire it on his own initiative.

The order authorizes each district manager to direct the operation of commercial motor vehicles in the transportation of farm products, except dairy products, from producing areas to destination points, within any area which the Assistant Director, Office of Defense Transportation, in charge of the Highway Transport Department, may designate; such authority to be exercised subject to certain limitations expressed in the order and to any instructions or directions issued from time to time by the Director of the Office of Defense Transportation, and subject to the general control, supervision, modification or reservation in any specific case by such Director or by the Assistant Director, Office of Defense Transportation, in charge of the Highway Transport Department. Provision is made for appeals by any producer, motor carrier, dealer or receiver from any direction issued pursuant to this order.

This general outline shall not be construed to alter the meaning of any provision contained in the order. The text of Administrative Order ODT 26 follows:

Pursuant to the Act of May 31, 1941, as amended by the Second War Powers Act, 1942, Executive Order 8989, as amended, Executive Order 9156, and War Production Board Directive 21, and in order to regulate the operation of commercial motor vehicles utilized in the transportation of farm products, except dairy products, from producing areas to destination points, pursuant to § 501.101 of General Order ODT 21, as amended (7 F.R. 7100; 8 F.R. 2510), it is hereby ordered, that:

Sec.

503.450 Industry Transportation Advisory Committees; formed by producers, motor carriers, dealers or receivers.
503.451 Committees heretofore formed and approved.
503.452 Committees shall not act until approved.
503.453 Functions of Industry Transportation Advisory Committees.
503.454 Administration of § 501.101 of General Order ODT 21, as amended.
503.455 Directions issued by district manager; service.
503.456 Limitations upon district manager.
503.457 Complaints; decision by district manager.
503.458 Appeals to regional director.
503.459 Appeals to Director of the Office of Defense Transportation.
503.460 Stay of directions; modification to conform with final decision.
503.461 Supervision and reservations.
503.462 Applicability.
503.463 Definitions.
503.464 Communications.

AUTHORITY: §§ 503.450 to 503.464, inclusive, issued under the Act of May 31, 1941, as amended by the Second War Powers Act, 1942, 56 Stat. 176, 50 App. U. S. Code §§ 631 through 645a; E.O. 8989, as amended, 6 F.R. 6725, 8 F.R. 14183; E.O. 9156, 7 F.R. 3349; War Production Board Directive 21, 8 F.R. 5834.

§ 503.450 *Industry Transportation Advisory Committees; formed by producers, motor carriers, dealers or receivers.* Producers, motor carriers, dealers or receivers, or combination thereof, as determined by the Office of Defense Transportation, of any farm product, except dairy products, or combination thereof, within any given area are hereby requested and authorized to elect (unless they have already formed a committee described in § 503.451 of this order) an Industry Transportation Advisory Committee which shall be representative of such producers, motor carriers, dealers or receivers, as the case may be, of a specific farm product or combination of farm products, except dairy products. When the committee is elected the members thereof shall elect a chairman, vice-chairman, secretary and such other officers as may be deemed advisable, and the chairman or other officer authorized by the committee shall sign and file with the Highway Transport Department, Office of Defense Transportation, Washington, D. C., a statement containing the following information:

(a) The kind or kinds of farm products, except dairy products, the transportation of which the committee will consider;

(b) The segment or segments of the industry having representation on the committee;

(c) The name and address of each person participating in the election of the committee;

(1) Whether such person is a producer, motor carrier, dealer or receiver, or combination thereof;

(2) The kind of farm products, except dairy products, which such person produces, transports, deals in or receives, as the case may be;

(d) The name and address of each member of the committee;

(e) The class or group of the industry which each member of the committee represents;

(f) The method utilized in electing the committee; and

(g) A description of the area within which the committee proposed to act.

§ 503.451 *Committees heretofore formed and approved.* Without further approval any Industry Transportation Advisory Committee representative of producers, motor carriers, dealers or receivers of farm products, except dairy products, which heretofore has been approved by the Office of Defense Transportation, is hereby authorized to function as an Industry Transportation Advisory Committee in accordance with and subject to the provision of this order.

§ 503.452 *Committees shall not act until approved.* Except as provided in §§ 503.450 and 503.451 of this order no Industry Transportation Advisory Committee shall perform any act until the Assistant Director, Office of Defense Transportation, in charge of the Highway Transport Department, in a writing directed to the chairman of the committee, has approved the election of such committee, and the members and the officers thereof, and has approved the designation of the area in which the committee proposes to act, and has approved of the segments of the industry represented on the committee. Such approval may be withdrawn in whole or in part at any time.

§ 503.453 *Functions of Industry Transportation Advisory Committees.* Each approved Industry Transportation Advisory Committee, including any approved committee formed prior to the effective date of this order, is requested and authorized:

(a) To acquire and record information from time to time of the approximate quantity, kind and type of farm product or farm products, except dairy products, as the case may be, produced within the designated area of the committee to be transported by commercial motor vehicle and the points between which and the times at which such farm product or farm products, except dairy products, as the case may be, are to be so transported.

(b) To acquire and keep record, as deemed necessary, of the name and address of each motor carrier engaged in the transportation of such farm product or farm products, except dairy products, as the case may be (including a description of each commercial motor vehicle so operated by such carrier), to or from points within such area, and the name and address of each producer, dealer, or receiver served by such carrier.

(c) To study, develop, formulate and make recommendations and reports to the district manager concerning policies, procedures, rules, programs, formulas, or plans pertaining to the transportation of the particular farm product or farm products, except dairy products, as the case may be, by commercial motor vehicle from producing areas to destination points.

(d) To make recommendations to the district manager concerning the issuance, recall, review, reconsideration, suspension, cancellation or revocation of certificates of war necessity pertaining to commercial motor vehicles utilized or to be utilized in the transportation of the farm product or farm products, except dairy products, as the case may be, from producing areas to destination points.

§ 503.454 *Administration of § 501.101 of General Order ODT 21, as amended.* (a) Each district manager is hereby authorized to administer the provisions of § 501.101 of General Order ODT 21, as amended, (7 F.R. 7100; 8 F.R. 2510), in respect of the transportation of farm products, except dairy products, by commercial motor vehicle from producing areas within any area designated by the Assistant Director, Office of Defense Transportation, in charge of the Highway Transport Department, to destination points, to assure that such operations shall be confined to those which are necessary to the war effort or to the maintenance of essential civilian economy, shall be so conducted as to assure maximum utilization in such service of the commercial motor vehicles so operated, and shall conserve and providently utilize rubber or rubber substitutes and other critical materials used in the manufacture, maintenance and operation of such vehicles.

(b) For the purpose of exercising the foregoing authority, each district manager is hereby authorized to acquire the information described in paragraphs (a) and (b) of § 503.453 of this order, unless information deemed necessary may be obtained from an approved Industry Transportation Advisory Committee.

§ 503.455 *Directions issued by district manager; service.* (a) The district manager shall consider any recommendation made by an approved Industry Transportation Advisory Committee for the area within which he is authorized to act pursuant to this order. Directions issued by the district manager pursuant to this order shall be in writing and signed by the district manager. A true copy shall be served upon each person having possession or control of a commercial motor vehicle whose operation will be governed by such directions. The service shall be made in person or by mail not less than 10 days prior to the effective date of any such directions.

(b) At the time of the issuance of any such directions a true copy thereof shall be furnished to the chairman of the appropriate Industry Transportation Advisory Committee within whose area the directions will be effective.

§ 503.456 *Limitations upon district manager.* No directions shall be issued by a district manager pursuant to this order that will:

(a) Deprive any person, without his consent, of transportation by the motor carrier usually performing such transportation unless:

(1) The performance of such transportation by another motor carrier is available or,

(2) The issuance of such directions is approved by the Assistant Director, Office of Defense Transportation, in charge of the Highway Transport Department.

(b) Require any motor carrier to perform any transportation service that is not sanctioned by law or is beyond the carrier's transportation capacity.

§ 503.457 *Complaints; decision by district manager.* (a) Any producer, motor carrier, dealer, or receiver may file a complaint with the district manager concerning any direction issued by him pursuant to this order. Such a complaint may be filed at any time before or after the effective date of the directions, but the stay of directions provided for in § 503.460 of this order shall be applicable only in respect of complaints filed on or before the effective date of the directions. The complaint shall be in writing setting forth the facts pertaining thereto, and shall be signed by and show the address of the person filing the complaint. Signed statements, which support or contradict the facts set forth in the complaint or in any statement filed in the matter, may be filed by any person having an interest in the subject matter of the complaint at any time prior to a decision thereof by the district manager. The complaint shall be decided by the district manager within 10 days after receipt of the complaint. The decision shall be in writing stating the reasons therefor, and shall either overrule the complaint or sustain it in whole or in part. A copy of the decision shall be

(4) Certification of inspector that no service is necessary, or certification that time.

foregoing authority, each district man- part. A copy of the decision shall be

served on the complainant in person, or by mail directed to the address shown in the complaint: *Provided*, That the provisions of this section and §§ 503.458, 503.459 and 503.460 of this order shall not apply to any complaint made by a motor carrier concerning the issuance, review, reconsideration, suspension, recall, cancellation, or revocation of a certificate of war necessity, and any such complaint, and any proceedings in respect thereof, shall be exclusively governed by the provisions of any applicable order issued by the Office of Defense Transportation.

(b) At the time of the issuance of any such decision, a true copy thereof shall be furnished to the chairman of any appropriate Industry Transportation Advisory Committee within whose area the directions, which are the subject of the complaint, are or will be effective.

§ 503.458 *Appeals to regional director.* (a) Any complainant, within 5 days after service of the district manager's decision on the complaint, may file an appeal therefrom to the regional director. Such appeal shall be in writing filed with the district manager and shall state the reasons why the decision should be reversed or modified. Upon the filing of an appeal, the district manager forthwith shall forward the entire file in respect thereof to his regional director who within 10 days after receipt of the file shall decide the complaint upon the record so transmitted. The decision on the appeal shall be in writing stating the reasons therefor, and shall overrule the complaint, or sustain it, in whole or in part. A copy of the decision shall be served on the complainant in person, or by mail directed to the address shown in the complaint.

(b) At the time of the issuance of any such decision, a true copy thereof shall be furnished to the district manager and the chairman of any appropriate Industry Transportation Advisory Committee within whose area the directions, which are the subject of the complaint, are or will be effective.

§ 503.459 *Appeals to Director of the Office of Defense Transportation.* (a) Any complainant, within 5 days after service of the regional director's decision, may file an appeal therefrom to the Director of the Office of Defense Transportation. Such appeal shall be in writing, filed with the regional director, and shall state the reasons why the decision should be reversed or modified. Upon the filing of the appeal, the regional director shall forward the entire file to the Director of the Office of Defense Transportation, Washington, D. C., who will decide the appeal on the record so transmitted, and will overrule the appeal, or sustain it, in whole or in part. The decision of such appeal shall be final. A copy of the decision will be served on the complainant in person, or by mail directed to the address shown in the complaint.

(b) At the time of the issuance of any such decision, a true copy thereof will be furnished to the district manager, the regional director and the chairman of any appropriate Industry Transportation Advisory Committee within whose area the directions, which are the subject of the complaint, are or will be effective.

§ 503.460 *Stay of directions; modification to conform with final decision.* Pending a decision in respect of any complaint filed on or before the effective date of the directions, or pending decision of any appeal filed, in accordance with the order, in respect of such complaint, the directions, to the extent complained of, shall be suspended to the degree required to provide the complainant with the transportation service he was performing or receiving at the time of issuance of such directions. Any directions in respect of which any complaint is filed shall be modified by the district manager to the extent required to conform with any final decision on the complaint or on any appeal taken in respect thereof. Any decisions on a complaint or on an appeal to a regional director shall become final upon expiration of the time prescribed for appealing therefrom, if no appeal is filed within that time; any decision on an appeal to the Director of the Office of Defense Transportation shall be final when issued unless otherwise ordered.

§ 503.461 *Supervision and reservations.* The authority hereby delegated shall be exercised subject to any instructions or directions issued from time to time by the Director of the Office of Defense Transportation, and to general control and supervision, and modification or revocation in any specific case, by such Director, or by the Assistant Director, Office of Defense Transportation, in charge of the Highway Transport Department. Notwithstanding any of the provisions of this order, the Director of the Office of Defense Transportation may, in his discretion, exercise from time to time the authority or perform any of the functions or duties delegated by this order. This order shall not be construed as revoking or otherwise affecting any prior delegation of authority contained in any order or other document heretofore issued by the Director of the Office of Defense Transportation or the Assistant Director, Office of Defense Transportation, in charge of the Highway Transport Department.

§ 503.462 *Applicability.* The provisions of this order shall be applicable only within the continental United States.

§ 503.463 *Definitions.* (a) As used in this order the term:

(1) "District" and "region" mean, respectively, a district and region of the Highway Transport Department of the Office of Defense Transportation.

(2) "District manager" means the manager of a district.

(3) "Regional director" means the director of a region.

(4) "Dairy products" means whole milk, or any liquid or semi-liquid product or by-product thereof.

(5) "Farm products" means any article or thing which is yielded, raised, or produced on a farm (either incidental to or as a result of the cultivation of the soil or in connection with the breeding or raising of livestock) by nature, labor, or otherwise. Such term includes any domestic animal, bird, or insect, raised on a farm, and also any product of such animal, bird, or insect, produced on or in connection with the operation of a farm.

(6) "Producer" means any person by whom or under whose supervision or control farm products are produced.

(7) "Dealer or receiver" means any person who: (i) acquires farm products from producers for processing or resale; or (ii) markets farm products for producers.

(8) "Motor carrier" means any person who controls or operates a commercial motor vehicle while engaged in the transportation of farm products from producing areas to destination points.

(9) "Destination point" means a farm, processing or packing plant, dehydrating, freezing or storage point, warehouse, rail or water head, wholesale or retail market place.

(10) "Continental United States means the forty-eight States and the District of Columbia.

(b) As used in this order, any term that is defined in General Order ODT 21, as amended, shall have the meaning specified therefor in § 501.90 (Definitions) of General Order ODT 21 (7 F.R. 7100).

§ 503.464 *Communications.* Communications concerning this order should refer to "Administrative Order ODT 26" and unless otherwise directed should be addressed to the Highway Transport Department, Office of Defense Transportation, Washington 25, D. C.

This Administrative Order ODT 26 shall become effective July 10, 1944.

NOTE: The recording and reporting requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued at Washington, D. C., this 3d day of July 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

[F. R. Doc. 44-9750; Filed, July 3, 1944; 11:52 a. m.]

Notices

POST OFFICE DEPARTMENT.

[Order No. 25157]

USE OF PENALTY MAIL PRIVILEGE

JUNE 30, 1944.

This order is issued in pursuance of Public Law 364 relating to the use of the penalty mail privilege.

When penalty envelopes are ordered under contracts made by the Postmaster General as provided by section 93, Postal Laws and Regulations, 1940, by any executive department or agency, or independent establishment of the Government, or other organizations and persons authorized by law to use the penalty privilege, the number of envelopes so ordered shall be reported to the Comptroller of the Post Office Department at such intervals and in such manner and detail as directed by him.

When any executive department or agency or independent establishment of the Government, or other organizations and persons authorized by law to use the penalty privilege, orders labels, wrappers, cards, or other articles bearing the indicia prescribed for matter mailed free of postage under the penalty privilege from or through the Government Printing Office, a report of the number or quantity of each such item or article so ordered or furnished shall be submitted to the Comptroller of the Post Office Department by the Government Printing Office at such intervals and in such detail as may be necessary to enable the Postmaster General to transmit this information quarterly to the Congress and the Bureau of the Budget as required by section 2 of Public Law 364.

In all cases where envelopes, labels, drappers, cards, or other articles bearing the penalty indicia, including those mailed without cover on which the penalty indicia are placed directly on the articles, are prepared or procured otherwise than as set forth in paragraphs 1 and 2 of this Order, each executive department or agency, and independent establishment of the Government, or other organizations and persons, shall obtain from the Third Assistant Postmaster General, or from a postmaster authorized by the Third Assistant Postmaster General to grant such permit, a permit authorizing mailings and setting forth the regulations governing such preparation or procurement. A report of all permits so issued shall be furnished the Comptroller. Each holder of such a permit shall submit with every mailing a statement showing the department or agency for which the mailing is made and the number of pieces mailed, as in the case of regular permit matter, and such statements shall be forwarded by the postmaster to the Comptroller of the Post Office Department at the close of each month.

Penalty mail shall not be accepted which bears penalty indicia handstamped thereon or in handwriting.

The Third Assistant Postmaster General and the Comptroller of the Post Office Department shall collaborate with executive departments and agencies, independent establishments of the Government and other organizations and persons in working out necessary and suitable methods, procedures, and forms, as may be necessary to carry out the provisions of Public Law 364.

Departments, agencies or others having mailings weighing over four pounds which are subject to postage under section 3 of the Act may, upon request submitted to the Third Assistant Postmaster General, arrange for the payment of such postage periodically on rendition of bills.

Section 5 of Public Law 364 exempts the Department of War and the Department of the Navy from the provisions of the Act for the duration of the present war and six months thereafter.

FRANK C. WALKER,
Postmaster General.

[F. R. Doc. 44-9692; Filed, July 1, 1944; 12:12 p. m.]

FORM FOR INVENTORY OF PENALTY MAIL

JUNE 27, 1944.

To the heads of all Departments and Agencies: There are enclosed self-explanatory forms[1] for the inventory of penalty envelopes and other penalty articles required by section 1, H. R. 4033.

Inventories must be of June 30, 1944.

It is realized there is but a limited time for you to advise your field offices. Therefore, such adjustments as you find necessary may be made to have the inventory as of June 30, 1944, as accurate as possible.

J. J. HAGERTY,
Comptroller.

Form No. B/A 46 — Form approved. Budget Bureau No. 46-R001

POST OFFICE DEPARTMENT

OFFICE OF THE COMPTROLLER

Washington 25, D. C.

PENALTY MAIL

Section 1, H. R. 4033, relating to the use of the penalty mail privilege, requires that the heads of all executive departments and agencies, all independent establishments of the Government, and all other organizations and persons authorized by law to use the penalty privilege, with the exception of the Department of War and the Department of the Navy as provided in Section 5 of the Act, shall submit to the Postmaster General within 60 days after the close of each fiscal year a statement showing the number of envelopes, labels, wrappers, cards, and other articles bearing penalty indicia on hand at the close of the fiscal year. It is desired that this information be supplied in the spaces below, showing the amounts on hand and on order June 30, 1944. The statement should be submitted for the department or agency as a whole and not by bureaus or appropriations.

Department or agency_____

	Number on hand June 30, 1944	*Number on order June 30, 1944*
Envelopes (all sizes)		
Labels		
Wrappers		
Cards		
Tags		
Other articles		
Total number of articles bearing penalty indicia		

Certifying Officer.

The completed inventory form should be submitted to the Comptroller of the Post Office Department, Washington 25, D. C., within 60 days after the close of the fiscal year.

[1] The form set forth below was filed with the Division of the Federal Register.

[F. R. Doc. 44-9693; Filed, July 1, 1944; 12:14 p. m.]

INTERSTATE COMMERCE COMMISSION.

[S. O. 70-A, Special Permit 338]

RECONSIGNMENT OF POTATOES AT ST. LOUIS, MO.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at St. Louis, Missouri, June 26, 1944, by Trautmann and Squeri of car PFE 61335, potatoes, now on the Missouri Pacific Railroad, to Trautmann and Squeri, Cincinnati, Ohio.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 26th day of June 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-9651; Filed, July 1, 1944; 10:58 a. m.]

[S. O. 70-A, Special Permit 339]

RECONSIGNMENT OF POTATOES AT KANSAS CITY, MO.-KANS.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Kansas City, Missouri-Kansas, by L. S. Taube Company, of cars of potatoes, ART 22518, on the M. K. T. Railroad, to Moberly, Missouri (Wabash) June 28, 1944, and SFRD 35282, on the A. T. & S. F. Railway, to Paducah, Kentucky (Burlington), June 29, 1944.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 28th day of June 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-9652; Filed, July 1, 1944; 10:58 a. m.]

[S. O. 70–A, Special Permit 340]

RECONSIGNMENT OF ORANGES AT NASHVILLE, TENN.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 9535, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Nashville, Tennessee, June 27 or 28, 1944, by Florida Citrus Exchange of car PGE 51719, oranges, now on the N. C. & St. L. Railroad, to Cincinnati, Ohio (L. & N.).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 27th day of June 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–9653; Filed, July 1, 1944; 10:58 a. m.]

[S. O. 200, Special Permit 98]

RECONSIGNMENT OF POTATOES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice, one time only, to full bunker capacity, at Chicago, Illinois, June 28, 1944, car MDT 4411, potatoes, now on the Chicago Produce Terminal, account reconditioned, sold and reconsigned and out of ice; and to reice, one time only, at the first regular icing station, with not to exceed 8,000 pounds of ice per car, cars SFRD 21627, MDT 3135, and SFRD 25420, potatoes, now on the New York Central Railroad at Goshen, Indiana, reconsigned June 28, 1944, to Detroit, Michigan; all as ordered by Edw. H. Anderson and Company.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 28th day of June 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–9654; Filed, July 1, 1944; 10:58 a. m.]

[S. O. 200, Special Permit 99]

REICING OF POTATOES AT SAVANNA, ILL.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice, one time only, at Savanna, Illinois, not later than June 30, 1944, not to exceed eleven (11) refrigerator cars loaded with potatoes, now on the C. M. St. P. & P. Railroad, account delayed because of a washout in the State of Iowa and high temperatures prevailing.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 28th day of June 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–9655; Filed, July 1, 1944; 10:58 a. m.]

[S. O. 200, Special Permit 100]

REICING OF POTATOES AT TOLEDO, OHIO

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice, one time only, at Toledo, Ohio, for account of Edw. H. Anderson Company, cars of potatoes now on the New York Central Railroad at Goshen, Indiana, car MCLX 70018, reice with not over 8,000 pounds of ice account reconsigned to Dayton, Ohio; car PFE 14756 and SFRD 16215, reice with not over 6,000 pounds of ice account reconsigned to Philadelphia, Pennsylvania.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 28th day of June 1944

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–9656; Filed, July 1, 1944; 10:58 a. m.]

[S. O. 200, Special Permit 101]

REICING OF POTATOES AT CLINTON, IOWA

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice, one time only, at Clinton, Iowa, as requested by W. L. Ennis of the C. M. St. P. & P. Railroad, car PFE 13253, potatoes, account refused and in danger of serious deterioration.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 28th day of June 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–9657; Filed, July 1, 1944; 10:58 a. m.]

OFFICE OF ALIEN PROPERTY CUSTODIAN.

[Vesting Order 3772]

AUGUST STEINER

In re: Real property, property insurance policies, and a bank account owned by August Steiner.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That the last known address of August Steiner is Bonfeld, Wurttemberg, Germany, and that he is a resident of Germany and a national of a designated enemy country (Germany);

2. That August Steiner is the owner of the property described in subparagraph 3 hereof;

3. That the property described as follows:

a. Real property situated in the City of San Antonio, County of Bexar, State of Texas, particularly described as Lot Four (4) in New City Block Seventeen Hundred Sixty (1760) fronting Fifty (50) feet on the northwest side of Avenue B. between Fifth and Sixth Streets, and running back between parallel lines at right angles with Avenue B to the San Antonio River for depth, together with all hereditaments, fixtures, improvements and appurtenances thereto, and any and all claims for rents, refunds, benefits or other payments arising from the ownership of such property,

b. Real property situated in the City of San Antonio, County of Bexar, State of Texas, particularly described as Lot Number Two (2) and the West Nine (9) feet of Lot Number Three (3) in Block Numbered One (1) New City Block Numbered Twelve Hundred Sixty-nine (1269) situated within the corporate limits of the City of San Antonio, Bexar County, Texas, together with all hereditaments, fixtures, improvements and appurtenances thereto, and any and all claims for rents, refunds, benefits or other payments arising from the ownership of such property,

c. Real property situated in the City of San Antonio, County of Bexar, State of Texas, particularly described as Lot One (1), Block One (1) new city Block Twelve Hundred Sixty-nine (1269), situate within the corporate limits of the City of San Antonio, Bexar County, Texas, together with all hereditaments, fixtures, improvements and appurtenances thereto, and any and all claims for rents, refunds, benefits or other payments arising from the ownership of such property,

d. All right, title and interest of August Steiner in and to the following insurance policies, insuring the premises described in subparagraphs 3–a, 3–b and 3–c hereof,

(1) Plate Glass Insurance Policy No. PG 70151 issued by The Western Casualty & Surety Company, Fort Scott, Kansas,

(2) Fire Insurance Policy No. 295050 issued by the Federal Union Insurance Company, New York, New York,

(3) Fire Insurance Policy No. 295049 and Windstorm Insurance Policy No. 288940 issued by the Federal Union Insurance Company, New York, New York,

(4) Fire and extended coverage Insurance Policy No. 309931 issued by the Federal Union Insurance Company, New York, New York,

(5) Fire and Windstorm Insurance Policy No. TCD 3535 issued by the Houston Fire and Casualty Company, Houston, Texas,

(6) Owners Landlords and Tenants Insurance Policy No. O. L. T. 67139 issued by The Western Casualty & Surety Company, Fort Scott, Kansas, and

e. That certain bank account in the Alamo National Bank, San Antonio, Texas, held in the name of Lena Hirschfeld, Trustee, which is due and owing to, and held for, August Steiner, including but not limited to all security rights in and to any and all collateral for all or part of such account,

is property within the United States owned or controlled by a national of a designated enemy country (Germany);

And determining that the property described in subparagraphs 3–d and 3–e hereof is necessary for the maintenance or safeguarding of other property (namely, that property described in subparagraphs 3–a, 3–b, and 3–c hereof) belonging to the same national of the same designated enemy country and subject to vesting (and in fact vested by this order) pursuant to section 2 of said Executive order;

And further determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action, after appropriate consultation and certification required by law, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described in subparagraphs 3–a, 3–b and 3–c hereof, subject to recorded liens, encumbrances and other rights of record held by or for persons who are not nationals of designated enemy countries, and hereby vests in the Alien Property Custodian the property described in subparagraphs 3–d and 3–e hereof,

All such property so vested to be held, used, administered, liquidated, sold or otherwise dealt with in the interest, and for the benefit, of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account, or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof, in whole or in part, nor shall this order be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC–1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on June 7, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–9721; Filed, July 3, 1944; 11:11 a. m.]

[Vesting Order 3855]

RICHARD OSCAR LESSING

In re: Estate of Richard Oscar Lessing, deceased; File: D–28–8792; E. T. sec. 10751.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that:

(1) The property and interests hereinafter described are property which is in the process of administration by Carl Ernest Lessing, Executor, acting under the judicial supervision of the County Court of the City and County of Denver, State of Colorado;

(2) Such property and interests are payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely,

National and Last Known Address

Ernest Lange, Germany.

And determining that—

(3) If such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Ernest Lange in and to the Estate of Richard Oscar Lessing, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: June 28, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–9722; Filed, July 3, 1944; 11:11 a. m.]

[Vesting Order 165, Amdt.]

HILDEGARDE MUELLER MELSHEIMER AND CARMELITA MUELLER MEYERHOFF

Whereas, pursuant to Vesting Order Number 165 of September 24, 1942, the undersigned vested, among other things, the interest of Hildegarde Mueller Melsheimer and Carmelita Mueller Meyerhoff in and to two parcels of real property and improvements thereon known as Graff Building, San Francisco, California, and pursuant to an amendment to Vesting Order Number 165 of August 18, 1943, the undersigned vested, among other things, the said real property, together with all hereditaments, fixtures, improvements, and appurtenances thereto; and

Whereas, it was not intended by such order and the amendment thereto to vest the leasehold interest of any tenant in such real property and the improvements thereto or to disturb in any way the right of any tenant to use and occupy such real property and improvements or to affect adversely in any manner any right, title, interest or privilege any tenant might have in such real property and improvements thereto pursuant to any lease, existing at the time such real

property was vested by the undersigned; and

Whereas, it is considered appropriate to further particularize the actual scope of such order;

Now, therefore, Vesting Order Number 165 of September 24, 1942, as amended by the amendment to Vesting Order Number 165 of August 18, 1943, is hereby further amended by changing to a semicolon the period which follows the words "in the interest, and for the benefit, of the United States" appearing therein, and by inserting immediately after such semicolon the words:

Provided, however, That the property herein vested shall not include any right, title or interest by way of leasehold acquired by any person, firm or corporation, who is not a national of a designated enemy country, by any contract of lease either written or oral, or partly written or partly oral, in and to the aforesaid property nor shall such vesting disturb in any way the right of any such person, firm or corporation to use and occupy the aforesaid property or affect adversely in any way any right, title, interest or privilege any such person, firm or corporation might have as a result of having entered into any such contract of lease.

All other provisions of Vesting Order Number 165 and the amendment thereto and all action taken on behalf of the undersigned in reliance thereon, pursuant thereto and under the authority thereof are hereby ratified and confirmed.

Executed at Washington, D. C., on December 29, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 44–9719; Filed, July 3, 1944; 11:11 a. m.]

[Vesting Order 816, Amdt.]

EMILIE ALTENBACH AND MARGOT BUCHMULLER

Whereas, pursuant to Vesting Order Number 816 of February 2, 1943, the undersigned vested, among other things, the interests of Emilie Altenbach and Margot Buchmuller in and to a certain parcel of real property and the improvements thereon situated at 8613–8615 South Broadway, Los Angeles, California, and pursuant to an amendment to Vesting Order Number 816 of September 3, 1943, the undersigned vested, among other things, the said real property, together with all hereditaments, fixtures, improvements, and appurtenances thereto; and

Whereas, it was not intended by such order and the amendment thereto to vest the leasehold interest of any tenant in such real property and the improvements thereto or to disturb in any way the right of any tenant to use and occupy such real property and improvements or to affect adversely in any manner any right, title, interest or privilege any tenant might have in such real property and improvements thereto pursuant to any lease, existing at the time such real property was vested by the undersigned; and

Whereas, it is considered appropriate to further particularize the actual scope of such order;

Now, therefore, Vesting Order Number 816 of February 2, 1943, as amended by the amendment to Vesting Order Number 816 of September 3, 1943, is hereby further amended by changing to a semicolon the period which follows the words "in the interest, and for the benefit, of the United States" appearing therein, and by inserting immediately after such semicolon the words:

Provided, however, That the property herein vested shall not include any right, title or interest by way of leasehold acquired by any person, firm or corporation who is not a national of a designated enemy country by any contract of lease either written or oral, or partly written or partly oral, in and to the aforesaid property nor shall such vesting disturb in any way the right of any such person, firm or corporation to use and occupy the aforesaid property or affect adversely in any way any right, title, interest or privilege any such person, firm or corporation might have as a result of having entered into any such contract of lease.

All other provisions of Vesting Order Number 816 and the amendment thereto and all action taken on behalf of the undersigned in reliance thereon, pursuant thereto and under the authority thereof are hereby ratified and confirmed.

Executed at Washington, D. C., on December 29, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 44–9720; Filed, July 3, 1944; 11:11 a. m.]

[Vesting Order 1498, Amdt.]

ANNA BECKER

In re: A mortgage account and interest in insurance policies belonging to Anna Becker.

Vesting Order Number 1498, dated May 15, 1943, is hereby amended to read as follows:

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Anna Becker is a resident of Germany, whose last known address is Klebitzberg 1, Rostock, Mecklenburg, Germany, and is a national of a designated enemy country (Germany);

2. That said Anna Becker is the owner of the property described in subparagraph 3 hereof;

3. That the property described as follows:

a. That certain mortgage executed on January 25, 1938 by Esoran Holding Corporation, as mortgagor, in favor of Mildred Schiller, as mortgagee, and recorded on January 27, 1938 in the Office of the Register of Queens County, New York, in Liber 4406 of Mortgage at page 1, and thereafter assigned to Anna Becker, and any and all obligations secured by said mortgage, including but not limited to all security rights in and to any and all collateral (including the aforesaid mortgage) for any or all such obligations and the right to enforce and to collect such obligations, and the right to the possession of any and all notes, bonds, or other instruments evidencing such obligations,

b. All right, title, interest and claim of any nature whatsoever of Anna Becker in and to any and all obligations, contingent or otherwise, and whether or not matured, owing to Anna Becker by Richter & Kaiser, Inc., and represented on the books of Richter & Kaiser, Inc., as a credit balance due Anna Becker, including, but not limited to, all security rights in and to any and all collateral for any and all such obligations and the right to enforce and collect such obligations, and

c. All right, title and interest of Anna Becker in and to fire insurance policy No. 2474 issued by the Pacific Fire Insurance Company of New York to the Esoran Holding Corporation, and War Damage Corporation Certificate No. 596–54–2902 issued to the Esoran Holding Corporation, Pacific Fire Insurance Company, fiduciary agent,

is property within the United States owned or controlled by a national of a designated enemy country (Germany);

And determining that the property described in subparagraphs 3–b and 3–c hereof is necessary for the maintenance or safeguarding of other property (namely, that property described in subparagraph 3–a hereof) belonging to the same national of the same designated enemy country and subject to vesting (and in fact vested by this order) pursuant to Section 2 of said Executive order;

And further determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action, after appropriate consultation and certification required by law, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described in subparagraph 3 hereof, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest, and for the benefit, of the United States.

The Alien Property Custodian has heretofore vested, or is about to vest, by Vesting Order Number 1506, the real property owned by Heinrich Brader and Beata Brader covered by the mortgage referred to in subparagraph 3–a hereof. It is not intended by vesting hereby the obligation secured by the said mortgage and vesting by Vesting Order Number 1506, the real property covered by the said mortgage, that the said mortgage be merged into the fee hereof, but it is intended to preserve the said mortgage separate and distinct from the fee.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall this order be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC–1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on June 28, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–9723; Filed, July 3, 1944; 11:11 a. m.]

OFFICE OF PRICE ADMINISTRATION.

[RMPR 148, Amdt. 6 to Order 33]

ARIZONA

DESIGNATION AS CRITICAL MEAT SHORTAGE AREA

Amendment 6 to Order No. 33 under Revised Maximum Price Regulation No. 148. Dressed hogs and wholesale pork cuts.

The second paragraph of Order No. 33 under Revised Maximum Price Regulation No. 148 is amended to read as follows:

This designation shall remain in effect until terminated by an amendment to this order.

This amendment shall become effective June 30, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–9620; Filed, June 30, 1944; 4:22 p. m.]

[RMPR 148, Amdt. 5 to Order 34]

SAN DIEGO AND IMPERIAL COUNTIES, CALIF.

DESIGNATION AS CRITICAL MEAT SHORTAGE AREAS

Amendment 5 to Order No. 34 under Revised Maximum Price Regulation No. 148. Dressed hogs and wholesale pork cuts.

The second paragraph of Order No. 34 under Revised Maximum Price Regulation No. 148 is amended to read as follows:

This designation shall remain in effect until terminated by an amendment to this order.

This amendment shall become effective June 30, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–9621; Filed, June 30, 1944; 4:22 p. m.]

[RMPR 148, Amdt. 5 to Order 35]

NEVADA

DESIGNATION AS CRITICAL MEAT SHORTAGE AREA

Amendment 5 to Order No. 35 under Revised Maximum Price Regulation No. 148. Dressed hogs and wholesale pork cuts.

The second paragraph of Order No. 35 under Revised Maximum Price Regulation No. 148 is amended to read as follows:

This designation shall remain in effect until terminated by an amendment to this order.

This amendment shall become effective June 30, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–9623; Filed, June 30, 1944; 4:22 p. m.]

[RMPR 148, Amdt. 6 to Order 36]

NEW MEXICO AND CERTAIN COUNTIES IN TEXAS

DESIGNATION AS CRITICAL MEAT SHORTAGE AREAS

Amendment 6 to Order No. 36 under revised Maximum Price Regulation No. 148. Dressed hogs and wholesale pork cuts.

The second paragraph of Order No. 36 under revised Maximum Price Regulation No. 148 is amended to read as follows:

This designation shall remain in effect until terminated by an amendment to this order.

This amendment shall become effective June 30, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–9622; Filed, June 30, 1944; 4:22 p. m.]

[RMPR 169, Amdt. 6 to Order 28]

ARIZONA

DESIGNATION AS CRITICAL MEAT SHORTAGE AREA

Amendment 6 to Order No. 28 under Revised Maximum Price Regulation No. 169. Beef and veal carcasses and wholesale cuts.

The second paragraph of Order No. 28 under Revised Maximum Price Regulation No. 169 is amended to read as follows:

This designation shall remain in effect until terminated by an amendment to this order.

This amendment shall become effective June 30, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9326, 8 F.R. 4681)

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–9625; Filed, June 30, 1944; 4:23 p. m.]

[RMPR 169, Amdt. 5 to Order 30]

SAN DIEGO AND IMPERIAL COUNTIES, CALIF.

DESIGNATION AS CRITICAL MEAT SHORTAGE AREAS

Amendment 5 to Order No. 30 under Revised Maximum Price Regulation No. 169. Beef and veal carcasses and wholesale cuts.

The second paragraph of Order No. 30 under Revised Maximum Price Regulation No. 169 is amended to read as follows:

This designation shall remain in effect until terminated by an amendment to this order.

This amendment shall become effective June 30, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–9624; Filed, June 30, 1944; 4:22 p. m.]

[RMPR 169, Amdt. 5 to Order 32]

NEVADA

DESIGNATED AS CRITICAL MEAT SHORTAGE AREA

Amendment 5 to Order No. 32 under Revised Maximum Price Regulation No. 169. Beef and veal carcasses and wholesale cuts.

The second paragraph of Order No. 32 under Revised Maximum Price Regulation No. 169 is amended to read as follows:

This designation shall remain in effect until terminated by an amendment to this order.

This amendment shall become effective June 30, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–9626; Filed, June 30, 1944; 4:23 p. m.]

[RMPR 169, Amdt. 6 to Order 33]

NEW MEXICO AND CERTAIN COUNTIES IN TEXAS

DESIGNATION AS CRITICAL MEAT SHORTAGE AREAS

Amendment 6 to Order No. 33 under revised Maximum Price Regulation No. 169. Beef and veal carcasses and wholesale cuts.

The second paragraph of Order No. 33 under Revised Maximum Price Regulation No. 169 is amended to read as follows:

This designation shall remain in effect until terminated by an amendment to this order.

This amendment shall become effective June 30, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9627; Filed, June 30, 1944; 4:23 p. m.]

[RMPR 239, Amdt. 6 to Order 1]

ARIZONA

DESIGNATION OF CRITICAL MEAT SHORTAGE AREA

Amendment 6 to Order No. 1 under revised Maximum Price Regulation No. 239. Lamb and mutton carcasses and wholesale cuts.

The second paragraph of Order No. 1 under revised Maximum Price Regulation No. 239 is amended to read as follows:

This designation shall remain in effect until terminated by an amendment to this order.

This amendment shall become effective June 30, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9628; Filed, June 30, 1944; 4:23 p. m.]

[RMPR 239, Amdt. 5 to Order 2]

SAN DIEGO AND IMPERIAL COUNTIES, CALIF.

DESIGNATION AS CRITICAL MEAT SHORTAGE AREAS

Amendment 5 to Order No. 2 under revised Maximum Price Regulation No. 239. Lamb and mutton carcasses and wholesale cuts.

The second paragraph of Order No. 2 under Revised Maximum Price Regulation No. 239 is amended to read as follows:

This designation shall remain in effect until terminated by an amendment to this order.

This amendment shall become effective June 30, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9629; Filed, June 30, 1944; 4:23 p. m.]

[RMPR 239, Amdt. 6 to Order 3]

NEW MEXICO AND CERTAIN COUNTIES IN TEXAS

DESIGNATION AS CRITICAL MEAT SHORTAGE AREAS

Amendment 6 to Order No. 3 under revised Maximum Price Regulation No. 239. Lamb and mutton carcasses and wholesale cuts.

The second paragraph of Order No. 3 under Revised Maximum Price Regulation No. 239 is amended to read as follows:

This designation shall remain in effect until terminated by an amendment to this order.

This amendment shall become effective June 30, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9630; Filed, June 30, 1944; 4:23 p. m.]

[RMPR 239, Amdt. 5 to Order 4]

NEVADA

DESIGNATION AS CRITICAL MEAT SHORTAGE AREA

Amendment 5 to Order No. 4 under Revised Maximum Price Regulation No. 239. Lamb and mutton carcasses and wholesale cuts.

The second paragraph of Order No. 4 under Revised Maximum Price Regulation No. 239 is amended to read as follows:

This designation shall remain in effect until terminated by an amendment to this order.

This amendment shall become effective June 30, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 30th day of June 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9631; Filed, June 30, 1944; 4:24 p. m.]

[MPR 445, Order 338]

DOMESTIC DISTILLED SPIRITS

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and in accordance with section 7.3a of Maximum Price Regulation 445, it is Ordered that:

SECTION 1. *Explanation of this order*—(a) *Purpose.* This order is issued to establish (where necessary) and to gather into a single document the most important provisions relative to ceiling prices of sellers of "Park & Tilford Reserve Distribution" whiskey to be sold in the first instance by Park & Tilford Import Corporation (a New York corporation) to the stockholders of Park & Tilford, Inc. (a Delaware corporation); to establish ceiling prices for the transfer of "whiskey purchase agreements" by stockholders of Park & Tilford, Inc.; to establish ceiling prices for "clearing" that whiskey; to require certain sellers of that whiskey to make reports to the Office of Price Administration and to afford a convenient means of directing attention to and giving notice of those ceiling prices and requirements.

(b) *Certain definitions.* "Cane spirits" whiskey as used in this order means a blend of 30% whiskey (5%, aged 7 years and 25%, aged 4 years) and 70% Cuban cane products neutral spirits, 86.8 proof, in a package containing 4/5 quart thereof, bearing the brand name of "Park & Tilford Reserve Distribution" on its front label. A case of that whiskey means 12 of such packages in an individual shipping container.

"Grain spirits" whiskey as used in this order means a blend of 30% whiskey (5%, aged 7 years and 25%, aged 4 years) and 70% domestic grain neutral spirits, 86.8 proof, in a package containing 4/5 quart thereof, bearing the brand name "Park & Tilford Reserve Distribution" on its front label. A case of that whiskey means 12 of such packages in an individual shipping container.

"Park & Tilford Reserve Distribution" whiskey as used in this order includes both cane spirits whiskey and grain spirits whiskey, as defined herein.

"Price" as used in this order means the consideration requested or received in connection with the sale of merchandise or supplying of a service.

"Ceiling price" as used in this order means the highest price that may be charged, demanded, paid or received.

"Assignee" as used in this order means any person who has acquired one or more whiskey purchase agreements by assignment from a special seller.

"Person" as used in this order means an individual, corporation, partnership, association, any other organized group of persons, and legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government or any of its political subdivisions, or any agency of the foregoing.

"Clearing" as used in this order means the service performed by a wholesaler, retailer or monopoly state in receiving "Park & Tilford Reserve Distribution" whiskey, sold by Park & Tilford Import Corporation to a stockholder, and delivering the whiskey to or for the account of that stockholder, his designated licensee or their legal representatives. The term also includes handling incident to receipt or delivery. Receiving and delivering such whiskey as a nominal purchaser, for accommodation of another, shall be deemed "clearing".

"Stockholder" as used in this order means any person who, at the close of business on June 23, 1944 was a registered owner of common stock of Park & Tilford, Inc.

"Running weighted average net cost" as used in this order means the amount obtained by:

(1) *With reference to cane spirits whiskey.* (i) Determining his net cost in accordance with Section 5.3 of Maximum Price Regulation 445 for each case of cane spirits whiskey in the seller's stock on the date of computation. For the purpose of determining the net cost for his most recent shipment of cane spirits whiskey, the seller shall use as his supplier's price, amounts determined in accordance with the applicable provisions of subdivisions (*a*), (*b*) or (*c*) of section 7 of this order. If two or more shipments of cane spirits whiskey have been received (exclusive of the most recent shipment), the net cost to be used for any of the cane spirits whiskey remaining in the seller's stock on the date of computation shall be his most recent running weighted average net cost for that whiskey.

(ii) Adding together the resulting figures obtained at (i); and

(iii) Dividing the sum obtained at (ii) by the total number of cases of cane spirits whiskey in the seller's stock.

(2) *With reference to grain spirits whiskey.* (i) Determining his net cost in accordance with Section 5.3 of Maximum Price Regulation 445 for each case of grain spirits whiskey in the seller's stock on the date of computation. For the purpose of determining the net cost for his most recent shipment of grain spirits whiskey, the seller shall use as his supplier's price, amounts determined in accordance with the applicable provisions of subdivisions (*a*), (*b*) or (*c*) of section 7 of this order. If two or more shipments of grain spirits whiskey have been received (exclusive of the most recent shipment), the net cost to be used for any of the grain spirits whiskey remaining in the seller's stock on the date of computation shall be his most recent running weighted average net cost for that whiskey.

(ii) Adding together the resulting figures obtained at (i); and

(iii) Dividing the sum obtained at (ii) by the total number of cases of grain spirits whiskey in the seller's stock.

"Plan" as used in this order means the offer dated May 26, 1944, made by Park & Tilford Import Corporation to the stockholders.

"Special seller" as used in this order means a person not customarily engaged in the business of buying and selling packaged distilled spirits as a wholesaler, retailer, primary distributing agent or monopoly state, who, by assignment of a whiskey purchase agreement or otherwise, sells or offers for sale "Park & Tilford Reserve Distribution" whiskey in accordance with a special license or permit authorizing him to receive and dispose of that whiskey, issued under applicable state laws or regulations. It also includes a person who sells or offers to sell such whiskey without license or permit.

"Whiskey Purchase Agreement" as used in this order means a contract to purchase "Park & Tilford Reserve Distribution" whiskey entered into by and between a stockholder and Park & Tilford Import Corporation, pursuant to the plan.

(c) *April 1, 1944, increase in Federal excise taxes.* The ceiling prices of "Park & Tilford Reserve Distribution" whiskey provided in this order include Federal excise taxes at rates in effect prior to April 1, 1944. The increase in the Federal excise tax effective April 1, 1944, applicable to "Park & Tilford Reserve Distribution" whiskey is $6.26 per case. If the seller's maximum price includes the increase in Federal excise tax, the seller must state on his invoice to the customer that the prices in the invoice include the increase effective April 1, 1944, in United States excise taxes and that no markup may be applied to the amount thereof. A statement in substantially the following language upon the face of the invoice shall be deemed compliance with this provision:

Our invoice price includes the increase effective April 1, 1944, in Federal excise taxes. OPA regulations prohibit a markup on the amount thereof.

SEC. 2. *Ceiling prices for sales of "Park & Tilford Reserve Distribution" whiskey by special sellers, other than by assignment of whiskey purchase agreements*—(a) *Prices.* The ceiling prices of a special seller for a sale of "Park & Tilford Reserve Distribution" whiskey other than by assignment of a whiskey purchase agreement are as follows:

(1) *Sales to wholesalers, primary distributing agents and monopoly states.* Ceiling prices per case, f. o. b. special seller's shipping point, are the total of the following:

(i) $20.17 per case of grain spirits whiskey or $23.61 per case of cane spirits whiskey; plus

(ii) Freight per case from the platform of the warehouse from which Park & Tilford Import Corporation shipped the whiskey to the special seller's receiving point paid by him with respect to the whiskey being priced; plus

(iii) Applicable state and local excise taxes at rates in effect on November 2, 1942, imposed on and paid by the special seller with respect to the whiskey being priced; plus

(iv) 15% of the total of (i), (ii), and (iii) immediately above; plus

(v) $6.26 per case, if the April 1, 1944 Federal excise tax increase is paid by the special seller with respect to the whiskey being priced; plus

(vi) The applicable amount of any new state or local excise tax first imposed by statute effective after November 2, 1942, and the applicable amount of any increase effective after November 2, 1942 in state or local excise taxes on that date, imposed on and paid by the special seller with respect to the whiskey being priced.

(3) *Sales of individual packages.* A special seller's ceiling price for sales of one or more individual packages of cane spirits or grain spirits whiskey to a purchaser of any class shall be 1/12th of his ceiling price per case for cane spirits or grain spirits whiskey, respectively, to a purchaser of that class, multiplied by the number of individual packages being priced.

SEC. 3. *Ceiling prices for sales of "Park & Tilford Reserve Distribution" whiskey by special sellers by assignments of whiskey purchase agreements*—(a) *Prices.* The ceiling prices of a special seller for sales of "Park & Tilford Reserve Distribution" whiskey by assignment of a whiskey purchase agreement are as follows:

(1) $20.17 per case of grain spirits whiskey or $23.61 per case of cane spirits whiskey, if paid by the special seller; plus

(2) Freight per case from the platform of the warehouse from which Park & Tilford Import Corporation shipped the whiskey to the designated assignee's receiving point if paid by the special seller with respect to the whiskey being priced; plus

(3) Applicable state and local excise taxes imposed on and paid by the special seller with respect to the whiskey being priced; plus

(4) $6.26 per case, if the April 1, 1944 Federal excise tax increase is paid by the special seller with respect to the whiskey being priced; plus

(5) $3.46 per case less clearing charges not exceeding $1.00 per case for each clearing that may be required to permit actual delivery to the assignee of the whiskey being priced. However, this amount may only be added with respect to sales to assignees who are not wholesalers, monopoly states or primary distributing agents.

SEC. 4. *Reports by special sellers.* A special seller selling, assigning, or transferring, by gift or otherwise, any "Park & Tilford Reserve Distribution" whiskey

shall file a report of the sale, assignment or transfer, with the District Office of the Office of Price Administration having jurisdiction over the territory in which the special seller resides. The report shall be in writing, signed by the special seller, shall be filed within 5 days after the sale, assignment or transfer has been made and shall contain statements showing:

(1) The name and address of the special seller filing the report.

(2) The name and address of the buyer, transferee or assignee.

(3) The date of the sale, assignment or transfer.

(4) The quantity (in terms of cases) of the whiskey sold, transferred or assigned, in the transaction reported.

(5) The special seller's ceiling price for the sale, assignment or transfer of the whiskey described in the report and his computation thereof.

(6) The total price which the buyer, assignee or transferee paid or contracted to pay for the whiskey sold, assigned or transferred, or if the transfer was made as a gift, a statement to that effect.

(7) The amount of all clearing charges which the special seller has paid with respect to the quantity of whiskey described in the report and the name and address of the persons to whom they were paid.

(8) Whether to the knowledge of the special seller, the buyer, assignee or transferee has paid or contracted to pay any commission, brokerage or fee in connection with the sale, assignment or transfer reported, and if known to the special seller, the amount thereof and the name and address of each person to whom payment thereof is to be or has been made.

The report required by this paragraph need not be filed if the quantity of such whiskey sold, assigned or transferred by the special seller to the buyer, assignee or transferee (in all transactions with that buyer, assignee or transferee) totals less than one case.

SEC. 5. *Ceiling prices for sales of "Park & Tilford Reserve Distribution" whiskey by wholesalers*—(a) *Initial ceiling prices.* The initial ceiling prices of a wholesaler for sales of "Park & Tilford Reserve Distribution" whiskey to customers of a particular class shall be the appropriate amounts determined in accordance with the provisions of Maximum Price Regulation 445 applicable to wholesalers, using, however, $20.17 per case of grain spirits whiskey or $23.61 per case of cane spirits whiskey, respectively, as his supplier's selling price (exclusive of state or local excise taxes) for purposes of determining his net cost for such whiskey he purchases from any seller.

(b) *Changes in ceiling prices.* Wholesalers who receive a purchase of either grain spirits or cane spirits whiskey after receipt of their first purchase thereof from any seller shall refigure their ceiling prices for that particular whiskey and such refigured ceiling prices shall become their ceiling prices therefor, all as provided in accordance with provisions of Maximum Price Regulation 445 applicable to wholesalers. For purposes of refiguring ceiling prices, any purchase of grain spirits or cane spirits whiskey, respectively, but no purchase of any whiskey of a different brand name, shall be deemed a "base purchase" thereof within the meaning of section 5.4 (c) of that regulation.

SEC. 6. *Ceiling prices for sales of "Park & Tilford Reserve Distribution" whiskey by monopoly states*—(a) *Initial ceiling prices.* The initial ceiling prices of a monopoly state for sales of "Park & Tilford Reserve Distribution" whiskey to customers of a particular class shall be the appropriate amounts determined in accordance with the provisions of Maximum Price Regulation 445 applicable to monopoly states, using, however, $20.17 per case of grain spirits whiskey or $23.61 per case of cane spirits whiskey, respectively, as its supplier's selling price (exclusive of state excise taxes) for purposes of determining its net cost for such whiskey it purchases from any seller.

(b) *Changes in ceiling prices.* Monopoly states which receive a purchase of either grain spirits or cane spirits whiskey after receipt of their first purchases thereof from any seller shall refigure their ceiling prices for that particular whiskey and such refigured ceiling prices shall become their ceiling prices therefor, all as provided in accordance with provisions of Maximum Price Regulation 445 applicable to monopoly states. For purposes of refiguring ceiling prices, any purchase of grain spirits or cane spirits whiskey, respectively, but no purchase of any whiskey of a different brand name, shall be deemed a "base purchase" thereof within the meaning of section 5.6 (c) of that regulation.

SEC. 7. *Ceiling prices for sales of "Park & Tilford Reserve Distribution" whiskey by retailers*—(a) *Prices.* The ceiling prices of a retailer for sales of "Park & Tilford Reserve Distribution" whiskey shall be as follows:

(1) *Sales to consumers*—(i) *Initial ceiling prices.* The initial ceiling prices of a retailer for sales of "Park & Tilford Reserve Distribution" whiskey to consumers shall be the appropriate amounts determined in accordance with provisions of Maximum Price Regulation 445 applicable to retailers using, however, as his supplier's selling price for purposes of determining his net cost for such whiskey, the following:

(*a*) If purchased from a wholesaler or special seller (otherwise than by assignment of a whiskey purchase agreement) the appropriate amount for cane or grain spirits whiskey respectively, determined in accordance with section 5.3 (b) (1) of Maximum Price Regulation 445.

(*b*) If purchased from Park & Tilford Import Corporation as a stockholder, $20.17 per case of grain spirits whiskey or $23.61 per case of cane spirits whiskey respectively (exclusive of state or local excise taxes).

(*c*) If purchased by assignment of a whiskey purchase agreement, the appropriate amount specified under (*b*) above, plus the amount properly included in the special seller's price pursuant to section 3 (a) (5) of this order.

(ii) *Changes in ceiling prices*—(*a*) *With reference to cane spirits whiskey.* Retailers who receive a purchase of cane spirits whiskey after receipt of their first purchase thereof, from any seller, shall refigure their ceiling prices for cane spirits whiskey and such refigured ceiling prices shall become their ceiling prices, therefor, in accordance with the provisions of Maximum Price Regulation 445 applicable to retailers except that a retailer shall use his "running weighted average net cost" instead of his "net cost for his most recent purchase" in determining his refigured ceiling prices for that whiskey. For purposes of refiguring ceiling prices, any purchase of cane spirits whiskey, but no purchase of any whiskey of a different brand name, or of grain spirits whiskey, shall be deemed a "base purchase" thereof within the meaning of section 5.5 (c) of that regulation.

(*b*) *With reference to grain spirits whiskey.* Retailers who receive a purchase of grain spirits whiskey after receipt of their first purchase thereof, from any seller, shall refigure their ceiling prices for grain spirits whiskey and such refigured ceiling prices shall become their ceiling prices therefor, in accordance with the provisions of Maximum Price Regulation 445 applicable to retailers except that a retailer shall use his "running weighted average net cost" instead of his "net cost for his most recent purchase" in determining his refigured ceiling prices for that whiskey. For purposes of refiguring ceiling prices, any purchase of grain spirits whiskey, but no purchase of any whiskey of a different brand name, or of cane spirits whiskey, shall be deemed a "base purchase" thereof within the meaning of section 5.5(c) of that regulation.

(2) *Sales to wholesalers, primary distributing agents, monopoly states and other retailers.* The ceiling prices of a retailer for sales of "Park & Tilford Reserve Distribution" whiskey to wholesalers, primary distributing agents, monopoly states and other retailers shall be his "running weighted average net cost" for grain spirits or cane spirits whiskey, respectively, at the date of sale.

(b) *Records.* Any retailer selling "Park & Tilford Reserve Distribution" whiskey shall, for so long as the Emergency Price Control Act of 1942, as amended, remains in effect, keep available for inspection by the Office of Price Administration, records of the same kind as he customarily keeps, and in addition thereto (unless his customary records so show), records showing separately for grain spirits and cane spirits whiskey, the date of each of his purchases of such whiskey, the name and address of the seller, the number of cases purchased, his net cost for the purchase and his computation of his running weighted average net cost for that whiskey.

SEC. 8. *Persons unable to determine ceiling prices.* A person who cannot determine his ceiling price for a particular sale of grain spirits or cane spirits whiskey under the provisions of this order, shall apply by letter to the Office of Price Administration, Washington, D. C., requesting that a ceiling price be established for that sale. The letter shall contain statements setting forth:

(a) The name and address of the person making application.

(b) Whether the whiskey to be sold is grain spirits or cane spirits whiskey, or both, and the quantity of each.

(c) The reason why a ceiling price for the sale cannot be determined under the provisions of this order.

After receipt of the application, the Office of Price Administration will, by order, authorize a ceiling price for the applicant or for sellers of the whiskey generally, including purchasers for resale, or for a class of such sellers. Until a ceiling price is authorized, the applicant is prohibited from making any sales or deliveries of "Park & Tilford Reserve Distribution" whiskey.

SEC. 9. *Notice of this order to be given by Park & Tilford Import Corporation.* (a) Concurrently with the mailing of whiskey purchase agreements to all stockholders, as provided in the plan, Park & Tilford Import Corporation shall deliver or mail a copy of this order to all stockholders (as defined herein).

(b) Concurrently with its acceptance and approval of an assignment of a whiskey purchase agreement, Park & Tilford Import Corporation shall deliver or mail a copy of this order to the assignee.

(c) Concurrently with its receipt of a notification that the consignee of any shipment of "Park & Tilford Reserve Distribution" whiskey is a person other than a stockholder or assignee, Park & Tilford Import Corporation shall deliver or mail a copy of this order to said consignee.

(d) Concurrently with its receipt of either an amendment to this order or a separate order modifying or changing any of the provisions herein contained, Park & Tilford Import Corporation shall deliver or mail a copy of the said amendment or separate order to all stockholders, assignees and consignees.

(e) Park & Tilford Import Corporation shall not be required to deliver or mail more than one copy of this or any other order or any amendment thereto to a particular stockholder, assignee or consignee.

SEC. 10. *Reports by Park & Tilford Import Corporation.* On August 15, 1944 and thereafter on the 15th day of each succeeding month until the 15th day of the month following the last shipment of cane spirits and grain spirits whiskey pursuant to the plan, Park & Tilford Import Corporation shall report all sales, assignments and shipments of whiskey made pursuant to the plan, for the preceding period, to the Office of Price Administration, Washington, D. C. Such reports shall be in writing signed on behalf of Park & Tilford Import Corporation by a person having authority so to do, and shall contain statements showing, with respect thereto:

(a) The name and address of the purchaser.

(b) The name and address of an assignee, if any, and a statement that the assignee has submitted evidence that he is a licensee.

(c) The name and address of the consignee.

(d) The date on which each shipment is made, to whom made, whether of grain spirits or cane spirits whiskey, or both, and the quantities of each (in cases) in each shipment.

SEC. 11. *Ceiling prices for clearing "Park & Tilford Reserve Distribution" whiskey*—(a) *Prices.* Ceiling prices for clearing "Park & Tilford Reserve Distribution" whiskey shall be as follows:

(1) *Clearing by all persons, except monopoly states.* The ceiling price for clearing "Park & Tilford Reserve Distribution" whiskey shall be $1.00 per case, except for monopoly states.

(2) *Clearing by monopoly states.* A monopoly state's ceiling price for clearing "Park & Tilford Reserve Distribution" whiskey shall be the amount obtained by subtracting from $20.17 per case of grain spirits whiskey or $23.61 per case of cane spirits whiskey, the sum of $4.18, and multiplying the resulting figure by the highest percentage of markup in use during March, 1942, for the monopoly state's sales of domestic whiskey to a customer of the same class as the purchaser, according to the statute, ordinance or regulation then prescribing its markup.

(3) *Prohibition.* No consideration or markup in excess of the appropriate amounts stated in subparagraphs (1) and (2) of this paragraph may be charged, received or paid for clearing.

(b) *No charge for clearing in certain instances.* No person acquiring "Park & Tilford Reserve Distribution" whiskey, which he has cleared, shall charge or retain a payment previously received for clearing the whiskey so purchased or received. If a clearing charge has been made or received by any such person with respect to the whiskey so purchased or received, such charge shall be cancelled, or if paid, shall be refunded to the seller or assignor or their nominees.

SEC. 12. *License, brokerage and other fees.* No person may add to, or increase his ceiling prices for "Park & Tilford Reserve Distribution" whiskey, as provided in this order, because of any sum paid for licenses, permits, clearing, brokerage, finder's fees, shares of stock, stock transfer taxes, assignments of purchase privileges or orders or for other expenses not specifically provided for under sections 2 through 7 of this order.

SEC. 13. *Changes in "Park & Tilford Reserve Distribution" whiskey by authorization only.* If Park & Tilford Import Corporation desires to make deliveries of whiskey under the plan, other than cane spirits or grain spirits whiskey (as defined in section 1 (b) of this order), it shall give notice of its desire by letter to the Office of Price Administration, Washington, D. C., stating the nature of the change it proposes to make and requesting that the ceiling prices established in this order be adjusted to reflect that change. At any time after receipt of that notice, the Price Administrator may by separate order or by amendment to this order establish ceiling prices for the sales of the whiskey Park & Tilford Import Corporation desires to deliver. Until such ceiling prices are established Park & Tilford Import Corporation shall not deliver whiskey under the plan other than cane spirits or grain spirits whiskey (as defined in section 1 (b) of this order).

SEC. 14. *Terms of sale.* If any seller, directly or indirectly, requires a purchaser to make or furnish any payment to the seller or to another person in advance of delivery of cane spirits or grain spirits whiskey, or in advance of the rendition of a service for which a ceiling price is established by this order, the seller or such other person must compensate such purchaser by the payment of an amount equal to interest at the rate of 5% per annum on the amount of the advance payment from the date the advance payment is made to the date on which the item is delivered or the service furnished or the advance payment refunded to the purchaser. Such interest shall be payable on the date the item is delivered or the service furnished or the date on which the advance payment is refunded. The seller may not include such interest payment in his maximum price and the purchaser shall not be required to reduce his supplier's price (as an element of his net cost) by the amount of such interest received on the advance payment.

"Seller" as used in this section includes Park & Tilford Import Corporation, any other person selling "Park & Tilford Reserve Distribution" whiskey or clearing that whiskey. However, the term includes a person selling that whiskey by assignment of a whiskey purchase agreement only if the assignee is a wholesaler, monopoly state or primary distributing agent.

SEC. 15. *Miscellaneous.* (a) To the extent consistent with this order, the applicable provisions of Maximum Price Regulation 445 are incorporated herein and shall apply to sales of grain spirits and cane spirits whiskey.

(b) The provisions of this order shall not operate to make lawful or to permit any sale or transfer, or handling or dealing in grain spirits or cane spirits whiskey otherwise prohibited or controlled by Federal, state or local laws, ordinances or regulations, and shall not be deemed a recognition of the validity of the plan.

The foregoing provisions shall not be construed to deprive any person of the benefits of section 205 (d) of the Emergency Price Control Act of 1942, as amended.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall became effective July 3, 1944.

NOTE: All reporting and record-keeping requirements of this order have been approved by the Bureau of the Budget, in accordance with the Federal Reports Act of 1942.

Issued this 1st day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9684; Filed, July 1, 1944; 11:55 a. m.]

[MPR 120, Order 832]

McGINNIS AND GRAFE

ESTABLISHMENT OF MAXIMUM PRICES

Order No. 832 under Maximum Price Regulation No. 120. Bituminous Coal delivered from mine or preparation

plant. Establishing price classifications and maximum prices for coals of McGinnis & Grafe.

For the reasons given in the opinion issued simultaneously herewith and in accordance with § 1340.210 (a) (6) of Maximum Price Regulation No. 120; *It is ordered:*

(a) The Coalgate No. 1 mine of McGinnis & Grafe, located in Coal County, Oklahoma in Production Group No. 9, District No. 15 operating in the Upper and Lower McAlester Seams, is hereby assigned Mine Index No. 2015.

(b) Coals produced at the Coalgate No. 1 Mine, Mine Index No. 2015 of McGinnis & Grafe, located in Coal County, Oklahoma in Production Group No. 9, District No. 15 for uses indicated and by methods of transportation appearing herein may be sold and purchased at per net ton prices in cents per net ton, not exceeding the following:

	Size groups						
	1, 2 & 3	4	6	8	9	10	14
Rail shipment	500	440	400	260	325	200	140
Truck shipment	510	460	410	285	370	240	215

Railroad locomotive fuel: For all sizes 270

(c) The maximum prices established herein are f. o. b. the mine for truck shipment and f. o. b. the rail shipping point for rail shipment and for railroad locomotive fuel use.

(d) All prayers not granted herein are hereby denied.

(e) This order may be revoked or amended at any time.

(f) Unless the context otherwise requires, the definitions set forth in §1340.208 of Maximum Price Regulation No. 120 shall apply to the terms used herein.

This order shall become effective July 3, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 1st day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9685; Filed, July 1, 1944; 11:52 a. m.]

[MPR 188, Order 1802]

UNITED AERO SERVICE

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1802 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of an unfinished combination desk and bookcase manufactured by United Aero Service.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries of an unfinished combination desk and book case manufactured by United Aero Service, 9301 Van Ness Avenue, Inglewood, California.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to jobbers and by the manufacturer to retailers, the maximum prices are those set forth below:

Article	Maximum price to jobbers	Maximum price to retailers
Unfinished combination desk and bookcase.	$6.98, f. o. b. factory. $7.04, delivered.	$7.58, f. o. b. factory. $7.64, delivered.

The delivered prices set forth above include delivery only within a radius of 15 miles from the factory. These prices are subject to a cash discount of 2% for payment within ten days, net thirty days.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subparagraph (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942, he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order, to retailers by persons other than the manufacturer, who sell from the manufacturer's stock, the maximum price is that set forth below, f. o. b. factory:

Article	*maximum price to retailers (per unit)*
Unfinished combination desk and bookcase	$7.58

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 3d day of July 1944.

Issued this 1st day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9689; Filed, July 1, 1944; 11:55 a. m.]

[MPR 188, Order 1803]

HIGHT MANUFACTURING CO.

APPROVAL OF MAXIMUM PRICES

Order No. 1803 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of unfinished breakfast tables manufactured by Hight Manufacturing Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Orders No. 9250 and 9328: *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries of the two hundred unfinished breakfast tables manufactured by Hight Manufacturing Company, 1229 West Main, Oklahoma City 4, Oklahoma, prior to the issuance of this order.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the article from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
Unfinished breakfast table	60	*Per unit* $4.16	*Per unit* $4.90

These prices are f. o. b. factory and are subject to a cash discount of two percent for payment within ten days.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subparagraph (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order, to retailers, by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum price is that set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
Unfinished breakfast table	60	*Per unit* $4.90

This price is subject to a cash discount of two percent for payment within ten days.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 3d day of July 1944.

Issued this 1st day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9686; Filed, July 1, 1944; 11:53 a. m.]

[MPR 188, Order 1804]

UNITED METAL GOODS MANUFACTURING CO., INC.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1804 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of a new model electric alarm clock manufactured by United Metal Goods Manufacturing Co., Inc.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of Federal Register and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Order Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for all sales and deliveries of a new model electric alarm clock manufactured by United Metal Goods Manufacturing Co., Inc., 379 DeKalb Avenue, Brooklyn, New York, and described in its application dated March 31, 1944.

(1) The maximum price for all sales and deliveries by the manufacturer to jobbers since the effective date of Maximum Price Regulation No. 188 of the new model electric alarm clock described in (a) above is $3.16 per unit, f. o. b. Brooklyn, New York, subject to discounts, allowances, and terms no less favorable than those customarily granted by it.

(2) On and after July 3, 1944, the maximum price for all sales and deliveries of the electric alarm clock described in (a) above by jobbers to retailers shall be $3.96 per unit, f. o. b. seller's city, subject to discounts, allowances, and terms no less favorable than those customarily granted by the seller.

(3) On and after July 3, 1944, the maximum price for all sales and deliveries of the electric alarm clock described in (a) above at retail shall be $6.60 per unit, exclusive of federal excise tax.

(b) At the time of the first invoice after the effective date of this order the manufacturer is required to notify in writing each jobber who purchases the new electric alarm clock from it of the resale price established by this order for sales by jobbers. This written notice may be given in any convenient form.

(c) To every electric alarm clock shipped to a purchaser for resale, the manufacturer shall attach a tag or label which plainly states the retail ceiling price.

(e) This order may be revoked or amended by the Price Administrator at any time.

(f) Unless the context otherwise requires, the definitions set forth in § 1499.20 of the General Maximum Price Regulation shall apply to the terms used herein.

This order shall become effective July 3, 1944.

Issued this 1st day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9687; Filed, July 1, 1944; 11:55 a. m.]

[MPR 188, Order 1805]

ELMSFORD WOOD PRODUCTS, INC.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1805 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of a finished and an unfinished folding tray stand manufactured by Elmsford Wood Products, Inc.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, since the effective date of Maximum Price Regulation No. 188, of a finished and an unfinished folding tray stand manufactured by Elmsford Wood Products, Inc., 57 South Saw Mill River Road, Elmsford, New York.

(1) (i) For all sales and deliveries by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the articles from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
Finished folding tray stand		*Each* $1.74	*Each* $2.17
Unfinished folding tray stand		1.41	1.76

These prices are f.o.b. factory, and are subject to a cash discount of two percent for payment within ten days.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subparagraph (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries to retailers by persons who sell from the manufacturer's stock, the maximum prices are those set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
Finished folding tray stand		*Each* $2.17
Unfinished folding tray stand		1.76

These prices are subject to a cash discount of two percent for payment within ten days.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this or-

der for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 3d day of July 1944.

Issued this 1st day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9688; Filed, July 1, 1944; 11:55 a. m.]

[Rev. Order 33 Under 3 (c)]

U. S. COMMERCIAL CO.

APPROVAL OF MAXIMUM PRICES

Revised Order No. 33 under § 1499.3 (c) of the General Maximum Price Regulation. Approval of maximum prices for sales of portable hand wound phonographs originally purchased by U. S. Commercial Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, Executive Order Nos. 9250 and 9328, and in accordance with § 1499.3 (c) of the General Maximum Price Regulation, Order No. 33 is revised to read as follows:

(a) Any person may sell and deliver at wholesale the portable hand wound phonographs described in the application of the United States Commercial Company, Washington, D. C., at a maximum price f. o. b. shipping point no higher than $8.50 per unit for "Model No. 64 Special" and $7.00 per unit for "Model No. R-64 Special." These maximum prices are subject to the seller's customary discounts, allowances, and other price differentials.

(b) Any person may sell to consumers, other than industrial or commercial users, and deliver the portable hand wound phonographs described in the application of the United States Commercial Company, Washington, D. C., at maximum prices f. o. b. New York, New York no higher than $14.25 per unit for "Model No. 64 Special" and $11.75 per unit for "Model No. R-64 Special." These maximum prices are subject to the seller's customary discounts, allowances, and other price differentials.

(c) Before selling or offering for sale any hand wound phonograph pursuant to paragraph (b) of this revised order, the seller must attach securely to such phonograph (or to the original carton if delivered to the ultimate consumer in original cartons) so that it is clearly visible, a durable tag or label containing in easily readable lettering the following statement containing the correct price and model number:

The OPA has established a retail ceiling price of $———(inserting correct figure) for this phonograph Model———(inserting correct Model No.). Lower prices may be charged. This tag may not be removed until after delivery to the consumer.

(d) At the time of or prior to the first invoice to each purchaser for resale, the seller shall notify the purchaser of the maximum prices and the conditions set by this revised Order No. 33 for resales by the purchaser. This notice may be given in any convenient form.

(e) This revised Order No. 33 may be revoked or amended by the Price Administrator at any time.

This revised Order No. 33 shall become effective on the 3d day of July 1944.

Issued this 1st day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9683; Filed, July 1, 1944; 11:52 a. m.]

[MPR 188, Amdt. 43 to Order A-1]

GYPSUM WALL BOARD, LATH AND SHEATHING

AUTHORIZATION OF MAXIMUM PRICES

Amendment No. 43 to Order No. A-1 under § 1499.159b of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel.

An opinion accompanying this Amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.

Amendment No. 38 to Order No. A-1, issued May 25, effective May 26, 1944, shall not terminate on July 1, 1944, as therein provided, but is hereby extended to January 1, 1945, and shall terminate on that date, unless otherwise extended by amendment.

This amendment No. 43 shall become effective July 1, 1944.

Issued this 1st day of July 1944.

IVAN D. CARSON,
Acting Administrator.

[F. R. Doc. 44-9715; Filed, July 1, 1944; 4:35 p. m.]

[MPR 306, Order 57]

CERTAIN PACKED FOOD PRODUCTS

ORDER GRANTING ADJUSTMENT

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

(a) That for sales and deliveries of the 1943 pack of packed carrots processed and packed by processors for the purpose of filling orders of the Lend-Lease Administration, the War Food Administration or the Commodity Credit Corporation may pay to such processors and such processors may receive, in addition to the maximum prices otherwise prescribed for sales of the commodity to government procurement agencies, amounts sufficient to compensate such processors for additional transportation and inspection charges respectively incurred in the shipment of raw carrots to processors' factories from growing areas other than those normally served by such factories and incurred at the specific request of the War Food Administration.

(b) That for sales and deliveries of the 1943 pack of packed pears processed and packed by processors for the purpose of relieving an acute fresh pear surplus and for the purpose of conserving this essential food supply, the War Food Administration or the Commodity Credit Corporation may pay to such processors and such processors may receive, in addition to the maximum prices otherwise prescribed for sales of the commodity to government procurement agencies, an amount sufficient to compensate such processors for the additional transportation and buying expenses respectively incurred in the shipment of the fresh pears to processors' factories from growing areas other than those normally served by such factories and incurred at the specific request of the War Food Administration.

(c) This order shall apply to sales and deliveries made on and after March 1, 1944.

(d) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 5, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 3d day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9751; Filed, July 3, 1944; 12:01 p. m.]

[MPR 136, Amdt. 1 to Order 229]

CHRYSLER CORP.

ADJUSTMENT OF MAXIMUM PRICES

Amendment No. 1 to Order No. 229 under Maximum Price Regulation 136, as amended. Machines and parts, and machinery services. Chrysler Corp. Docket No. 3136-431.

For the reasons set forth in an opinion, issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, and pursuant to § 1390.25a of Maximum Price Regulation 136, as amended, *It is hereby ordered:*

Order No. 229 under Maximum Price Regulation 136, as amended, is amended in the following respects:

1. Paragraph (a) (1) is amended by amending the descriptions and "net wholesale prices" stated in that paragraph for the truck models WH-45 (T-120) and WH-47 (T-120), to read as follows:

Model	Description	Net wholesale price
WH-45 (T-120)	Truck, cab and chassis, 2 ton, 136" wheelbase, with 1942 standard equipment (including 5-speed forward transmission), plus 2" front springs, and equipped with synthetic rubber tires of base tire equipment sizes.	$878.32
WH-47 (T-120)	Truck, cab and chassis, 2 ton, 160" wheelbase, with 1942 standard equipment (including 5-speed forward transmission), plus 2" front springs, and equipped with synthetic rubber tires of base tire equipment sizes.	892.32

2. Paragraph (a) (2) (i) is amended to read as follows:

(i) A charge for extra, special and optional equipment, which shall not exceed the "net wholesale prices", less the discounts to the applicable class of purchaser, in effect on March 31, 1942, for such equipment when sold as original equipment for the applicable truck model described in subparagraph (1), except that for the following equipment, when sold as original equipment, as described above, the charge shall not exceed the following applicable "net wholesale prices" subject to the discounts in effect on March 31, 1942, to the applicable class of purchaser:

Description	*Net wholesale price*
(a) Synthetic tires (when used on 1½ ton models instead of synthetic rubber tires of base tire equipment sizes):	
Front: 7.00 x 20, 8 ply, 6" rims	$18.29
Description	*Net wholesale price*
(a) Synthetic tires—Continued.	
Dual rear (with appropriate wheel assembly):	
7.50 x 20, 8 ply, 7" rims	$94.46
8.25 x 20, 10 ply, 7" rims	156.18
(b) Synthetic tires (when used on 2 ton models instead of synthetic rubber tires of base tire equipment sizes):	
Front: 8.25 x 20, 10 ply, 7" rims, 6 stud hubs	66.13
Dual rear: 9.00 x 20, 10 ply, 8" rims, 6 stud hubs	180.18
(c) Eaton 2-speed Rear Axle (16050 lbs.) for 2 ton models	118.00

3. Paragraph (c) (1) is amended by amending the descriptions and "retail list prices" stated in that paragraph for truck models WH-45 (T-120) and WH-47 (T-120), to read as follows:

Model	Description	Retail list price
WH-45 (T-120)	Truck, cab and chassis, 2 ton, 136" wheelbase, with 1942 standard equipment (including 5-speed forward transmission), plus 2" front springs, and equipped with synthetic rubber tires of base tire equipment sizes.	$1,223.80
WH-47 (T-120)	Truck, cab and chassis, 2 ton, 160" wheelbase, with 1942 standard equipment (including 5-speed forward transmission), plus 2" front springs, and equipped with synthetic rubber tires of base tire equipment sizes.	1,243.80

4. Paragraph (c) (2) (i) is amended to read as follows:

(i) A charge for extra, special and optional equipment, which shall not exceed the charge the reseller had in effect on March 31, 1942 to the applicable class of purchaser, for such equipment when sold as original equipment in connection with the applicable chassis described in subparagraph (1), except that for the following equipment when sold as original equipment, as described above, the charge shall not exceed the following applicable "retail list prices", less the discounts in effect on March 31, 1942, to the applicable class of purchaser:

Description	*Retail list price*
(a) Synthetic tires (when used on 1½ ton models instead of synthetic rubber tires of base tire equipment sizes):	
Front: 7.00 x 20, 8 ply, 6" rims	$24.00
Dual rear (with appropriate wheel assembly):	
7.50 x 20, 8 ply, 7" rims	124.25
8.25 x 20, 10 ply, 7" rims	205.50
(b) Synthetic tires (when used on 2 ton models instead of synthetic rubber tires of base tire equipment sizes):	
Front: 8.25 x 20, 10 ply, 7" rims, 6 stud hubs	88.15
Dual rear 9.00 x 20, 10 ply, 8" rims, 6 stud hubs	240.25
(c) Eaton 2-speed Rear Axle (16,050 lbs.) for 2 ton models	157.80

5. An undesignated paragraph to follow paragraph (h) is added to read as follows:

NOTE: Where the manufacturer has an established price in accordance with § 1390.6 of Maximum Price Regulation No. 136, as amended, which is higher than a price permitted under paragraph (a) or (b), because of a substantial specification change or material substitution in the truck, the reseller may add to his price under paragraph (c) or (d) the increase in cost to him over the price he would otherwise pay under paragraph (a) or (b) plus his customary mark-up on such cost.

This amendment shall be effective as of June 19, 1944.

Issued this 3d day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9765; Filed, July 3, 1944; 11:58 a. m.]

Regional and District Office Orders.

[Region I Rev. Supp. Order 2 Under RMPR 122, Amdt. 1]

PENNSYLVANIA ANTHRACITE IN NEW ENGLAND REGION

Amendment No. 1 to Revised Supplementary Order No. 2 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Named Pennsylvania anthracites.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region I of the Office of Price Administration by §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122, Region I Revised Supplementary Order No. 2 under Revised Maximum Price Regulation No. 122 is amended in the following respects:

1. The last item in the table in paragraph (a) is amended by deleting the words "East Bear Ridge".

2. The following is added to the table in paragraph (a):

Kind and size	Amount of addition			
	Per net ton	Per ½ ton	Per ¼ ton	Per 100 lbs.
East Bear Ridge:				
Broken, egg, stove, chestnut, pea, buckwheat and rice	$0.25	$0.15	$0.05	None.
Barley	.15	.10	None	None.

This Amendment No. 1 to Revised Supplementary Order No. 2 shall become effective June 27, 1944.

(56 Stat. 23, 765, Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 22d day of June 1944.

ELDON C. SHOUP,
Regional Administrator.

[F. R. Doc. 44-9539; Filed, June 29, 1944; 2:57 p. m.]

[Region I Order G-70 Under RMPR 122, Amdt. 6]

BITUMINOUS COAL IN HARTFORD, CONN., AREA

Amendment No. 6 to Order No. G-70 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Specific maximum prices for solid fuels within specified areas in Region I.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region I of the Office of Price Administration by §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122 and the Emergency Price Control Act of 1942, as amended, subparagraph (6) containing Appendix 6, is hereby added to paragraph (o) of Region I Order No. G-70 under Revised Maximum Price Regulation No. 122 to read as follows:

(o) *Appendices establishing specific maximum prices.* * * *

(6) *Appendix 6: Specified bituminous coal; Hartford, Connecticut, Area*—(a) *Maximum prices established by this Appendix 6.* This Appendix 6 establishes specific maximum prices for sales of specified bituminous coal, defined in

paragraph (f) hereof, in the Hartford, Connecticut, Area by dealers, and for specified services rendered by dealers in connection with the sale or handling of said coal. Maximum prices are established for sales on a delivered basis. The Hartford, Connecticut Area shall include the following cities and townships in the State of Connecticut: Bloomfield, East Hartford, Glastonbury, Hartford, Newington, Rocky Hill, South Windsor, West Hartford, Wethersfield, and Windsor.

(b) *Schedule of maximum prices: Sales on a delivered basis.* All prices are per net ton. Customer classifications also refer to net tons, and are defined and explained in paragraph (e), below.

Kind of coal	Customer classifications			
	Less than 10	10 to 99	100 to 299	300 or over
Screened lump	$11.70	$10.70	$10.20	$9.95
Run of mine	11.03	10.03	9.53	9.28
Hughes modified run of mine	11.48	10.48	9.98	9.73
Big vein dealer run of mine	11.43	10.43	9.93	9.68
Broad top run of mine	11.28	10.28	9.78	9.53
Big Sewell 2¼" nut & slack	11.20	10.20	9.70	9.45
Nut & slack	10.85	9.85	9.35	9.10
Stoker pea	10.85	9.85	9.35	9.10
Eureka lumpy run of mine	11.23	10.23	9.73	9.48
Sonman lumpy run of mine	11.23	10.23	9.73	9.48
Glenmar lumpy run of mine	11.18	10.18	9.68	9.43

(c) *Maximum authorized service charges.* (1) The prices set forth in the Table of Prices in paragraph (b) are for delivery of the coal into customer's bin. No additional charge shall be added thereto for carrying or wheeling from truck to bin, or for trimming within the bin, except that for deliveries one story or more above street level a charge of twenty-five (25) cents per ton per flight of stairs may be added.

(2) In addition to the maximum prices set forth in paragraph (b), the dealer may charge not more than seventy-five (75) cents per net ton for coal stored during the usual heating season by the dealer for the account of the customer; *Provided*, That no charge for storage may be made unless the dealer receives a written statement from the customer (which the dealer shall preserve for not less than two years) requesting such storage, the coal which is the subject of the charge is ear-marked as that customer's coal and is stored separate and apart from all other coal owned by the dealer or by other customers of the dealer (except that when the same kind of coal is properly stored for the account of two or more customers, these customers' coal may be mingled in one pile with a proper record of the respective amounts belonging to each customer) prior to the beginning of the usual heating season, and the customer pays for all of the coal so stored upon its being placed in storage.

(d) *Terms of sale.* Terms of sale may be net cash, but no additional charge shall be made for the extension of credit if payment is received by the tenth day of the month following the month in which the coal is delivered. For the extension of credit beyond the tenth day of the month following the month in which the coal is delivered, interest may be charged at a rate not to exceed one-half of one per cent per month.

(e) *Customer classifications.* The classification of a customer in one of the tonnage classifications set forth in the Table of Prices in paragraph (a) shall be made upon the basis of that customer's total annual consumption of all solid fuels (except wood and wood products) even though he may purchase portions thereof from two or more dealers, and regardless of the number of points to which delivery is made: *Provided, however*, That if the total annual consumption at a particular point of delivery is less than ten tons, the "less than 10" ton price may be charged for the coal which is delivered to that point regardless of the customer's total annual consumption, although such deliveries shall be included in the determination of the customer's classification in arriving at the price applicable to deliveries to points at which the annual consumption is ten tons or more. (For example, Mr. X uses 50 tons of Run of Mine annually at Point A; 45 tons annually at Point B; and 8 tons annually at Point C. The maximum price for the coal delivered to Point C is $11.03 (the "less than 10" price), but the maximum price for the remaining 95 tons is $9.53 (the "100 to 299" price), and not $10.03 (the "10 to 99" price), since his total annual consumption at all three points is 103 tons).

In the event that it is impossible for any reason to determine the customers proper classification at the time of the sale or delivery (as, for example, in the case of a customer who converts from oil to coal), an estimate shall be made of his probable consumption, he shall be tentatively classified upon the basis of that estimate, and the dealer or dealers supplying him shall make an appropriate refund and may require that the customer agree to pay an appropriate additional amount if, when his actual classification has been determined, it appears that he was entitled to a lower price or could properly have been charged a higher one.

(f) *Definitions of coals.* (1) The maximum prices set forth in the Table of Prices in paragraph (b) shall apply to all bituminous coals which come within the following definitions and (a) are produced in Producing Districts 1 and 3, or (b) are produced in any other Producing District and mixed with coal produced in District 1 or 3, or both:

(a) "Screened lump" means bituminous coal which has been passed over screens with two (2) inch or larger openings, or which has been forked from a bin or storage pile with forks the tines of which are not less than two (2) inches apart, in the dealer's yard or storage facilities.

(b) "Run-of-mine" means the whole product of the mine from which no part of the coal which has passed over a screen, or which has been forked, has been removed; except those run of mine coals which are separately priced and defined when they are stored, handled, billed and delivered separately.

(c) "Hughes modified run of mine" means the coal produced by C. A. Hughes and Company at its Hughes No. 2 Mine, Mine Index No. 217, in District No. 1.

(d) "Big Vein dealer run of mine" means coal in Size Group 1 which is produced at any mine in the Big Vein or Tyson Seams in Subdistrict Nos. 43 and 44 in District No. 1.

(e) "Broad Top run of mine" means coal in Size Group 3 which is produced at any mine in Subdistrict No. 39 (Broad Top Region) in District No. 1.

(f) "Nut & slack" means all of the coal which, at the mine, has passed through a screen with a mesh not larger than two and one-half (2½) inches or smaller than three-quarters (¾) of an inch except "Big Sewell 2¼ nut and slack" when it is stored, handled, billed and delivered separately.

(g) "Big Sewell 2¼ nut and slack" means coal in Size Group 3 produced by Walker Coal Mining Co. at its Big Sewell No. 2 Mine, Mine Index No. 1272, in District No. 3.

(h) "Stoker pea" means coal which has been double-screened at the mine and which passes through a screen with one and one-quarter (1¼) inch mesh, and over a screen with a mesh at least three-eighths (⅜) of an inch.

(i) "Eureka lumpy run of mine" means coal in Size Group 1, Price Classification A, produced by the Berwind-White Coal Mining Company in District No. 1.

(j) "Sonman lumpy run of mine" means either of the following coals, both of which are produced in District No. 1 and are in Size Group 1, Price Classification A:

(i) Produced by Koppers Coal Division of Eastern Gas & Fuel Associates at the Sonman B mine, Mine Index #476.

(ii) Produced by W. H. Piper & Company, Inc. at the Sonman #2 mine, Mine Index #474.

(k) "Glenmar lumpy run of mine" means coal in Mine Group 1, Price Classification B, produced by Moshannon Smithing Coal Company at its Glenmar #1 mine, Mine Index #179, in District No. 1.

(2) All other bituminous coal delivered in the Hartford, Connecticut, Area by dealers (that is, all bituminous coal produced in Producing Districts 1 and 3 which does not fall within any of the foregoing definitions; all bituminous coal produced in other districts which is not mixed with coal produced in Districts 1 or 3, or both; and any mixture of coal produced in other districts with coal produced in Districts 1 and 3, which mixture does not fall within any of the foregoing definitions) shall remain subject to Revised Maximum Price Regulation No. 122, shall be priced under the appropriate pricing rule in § 1340.254 (b) thereof, and shall be reported in accordance with § 1340.262 (c) thereof.

This amendment No. 6 shall become effective June 26, 1944.

(56 Stat. 23, 765, Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 16th day of June 1944.

ELDON C. SHOUP,
Regional Administrator.

[F. R. Doc. 44-9540; Filed, June 29, 1944; 2:57 p. m.]

[Detroit Order G-5 Under MPR 426]

SWEET CHERRIES IN WAYNE COUNTY, MICH.

Order No. G-5 under Maximum Price Regulation No. 426. Order adjusting maximum wholesale prices of sweet cherries sold in Wayne County, Michigan.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Office and Administrator of Region III by Article III, section 15, Appendix J, paragraph (i) (4) of Maximum Price Regulation No. 426 and by the Regional Administrator delegated to the Detroit District Office or District Director thereof, it is hereby ordered:

(a) *Primary receivers selling ex-car, ex-truck, ex-dock, ex-terminal sales platform.* For sales ex-car, ex-truck, ex-dock or ex-terminal sales platform at a terminal market or any wholesale receiving point by primary receivers in less-than-carlots or less-than-trucklots, the maximum price shall be the maximum delivered price (see Column 6 of the applicable table in paragraph (d) of Appendix J), plus the mark-up named in Column 5 of the table in Exhibit A of this order.

(b) *Definitions.* The terms used in this order shall have the same meaning that they have when used in the Appendix J except as herein modified or changed. The term "terminal sales platform" means a platform at a railroad terminal used for the purpose of making displays and sales of cars of produce and other perishables which are held on track regardless of whether such terminal platform is used free of charge or whether there is a compensation required to be paid for such use, and which platform is not equipped for permanent storing or warehousing.

(c) To the extent applicable, the provisions of this order supersede Maximum Price Regulation No. 426.

This order may be modified, amended or revoked at any time by the Office of Price Administration.

This order shall become effective June 23, 1944.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 23d day of June, 1944.

ETHAN C. PREWITT,
Acting District Director.

EXHIBIT A—TABLE OF MAXIMUM MARK-UPS FOR DISTRIBUTIVE SERVICES OF SWEET CHERRIES TO BE ADDED TO MAXIMUM DELIVERED PRICES

(See column 5 of table B)

Col. 1	2	3	5
Item No.	Commodity	Unit	Sales by primary receivers in less-than-carlots or less-than-trucklots, through an auction or ex-car, dock, truck, or terminal sales platform
1	Sweet cherries	California (Items 1-6, table 1):	
		Campbell lug 15-17 lbs.	$0.48
		Calex lug 18-20 lbs.	.53
		Lug box 23-25 lbs.	.61
		All other States (Items 11-14, table 1):	
		Campbell lug 14½-15½ lbs.	.46
		Fruit box 19½-20½ lbs.	.54
		All states (Items 7-10, 15-18, table 1): Above containers with net weight of less than or more than that specified for each container and sweet cherries packed in all other containers, and those sold loose and ungraded in any container or in bulk, per pound.	(1)

[1] $0.18 per container for all containers over 14 lbs. plus 1½ cents per pound. For all others 2½ cents per pound.

[F. R. Doc. 44-9538; Filed, June 29, 1944; 2:57 p. m.]

[Region IV Order G-6 Under MPR 188]

CHATTAHOOCHEE BRICK CO.

Order G-6 under § 1499.161 (a) (2) of Maximum Price Regulation No. 188. Chattahoochee Brick Company, Chattahoochee, Georgia; Docket No. IV-188-47.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator and by § 1499.161 (a) (2) of Maximum Price Regulation No. 188, *It is hereby ordered:*

(a) That on and after the effective date of this order the Chattahoochee Brick Company of Chattahoochee, Georgia, hereinafter referred to as applicant, may sell and deliver common brick manufactured by it at a price not in excess of the prices hereinafter set forth to the different classes of purchasers:

Common brick	Maximum f. o. b. plant prices (per M)	Maximum prices delivered within metropolitan delivery zone (per M)
Dealer	$13.00	$14.25
Retail 5-10-M	14.25	15.50
Retail 1-4-M	15.25	16.50

(b) When deliveries of common brick are made by applicant outside of the metropolitan delivery zone applicant is permitted under this order to add to the above maximum delivered prices for such deliveries the following amounts: For distances up to and including five miles beyond metropolitan delivery zone, 42¢ per thousand, and over five miles and up to and including ten miles beyond metropolitan delivery zone, 83¢ per thousand.

(c) For the purposes of this order "Metropolitan delivery zone" is defined as any point within a radius of fifteen air miles from applicant's plant.

(d) Any person purchasing common brick from applicant for resale, on and after the effective date of this order, and paying therefor a price reflecting permitted increase over the established maximum price of applicant under Maximum Price Regulation No. 188 may add, in selling common brick so purchased, the exact amount of such increase, not to exceed $1.50 per thousand, to its own properly established maximum price.

(e) That all freight allowances, other allowances, discounts, differentiations in classes of purchasers and other differentials customarily made by applicant and all others affected by this order, shall be maintained.

(f) Except as otherwise provided herein, all transactions subject to this order remain subject to all appropriate regulations, including the provisions of Maximum Price Regulation No. 188 and the General Maximum Price Regulation, where applicable, together with all amendments which heretofore have been or which hereafter may be issued.

(g) All requests made by applicant and not specifically herein granted are hereby denied subject to applicant's right to file a protest as provided in Revised Procedural Regulation 1, within sixty days from the date of issuance of this order.

(h) This order may be revoked, corrected or amended by the Office of Price Administration at any time.

This order shall become effective June 12, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78 Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued June 10, 1944.

ALEXANDER HARRIS,
Regional Administrator.

[F. R. Doc. 44-9537; Filed, June 29, 1944; 2:57 p. m.]

[Region IV Order G-36 Under GMPR]

FIREWOOD IN CHATHAM COUNTY, GA.

Order No. G-36 under § 1499.18 (c) of the General Maximum Price Regula-

tion. Firewood sold in Chatham County, Georgia.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.18 (c) of the General Maximum Price Regulation and by General Order No. 32, it is hereby ordered:

(a) *Maximum prices.* On and after the effective date of this order the maximum prices for firewood sold and delivered in Chatham County, Georgia, shall be as set forth below:

(1) Sales at wholesale of pine, oak, and/or mixed firewood: $9.00 per cord.

(2) Retail sales of pine, oak, and/or mixed firewood: $14.00 per cord and $2.00 per load.

(3) The retail price for any part of a load shall be in proportion to the $2.00 per load price; that is, $1.00 per ½ load, 50¢ per ¼ load, etc.

(4) The above prices include delivery to the purchaser's premises and other services incident to the sale of firewood customarily performed by the seller in March, 1942.

(b) *Terms.* All credit terms, discounts, allowances, and price differentials offered by the seller in March, 1942, shall be maintained.

(c) *Definitions.* When used in this order, the terms:

(1) "Firewood" means oak, pine, and/or mixed oak and pine wood other than kindling prepared and intended for consumption as fuel an which is sawed and split into pieces varying from twelve to eighteen inches in length when sold at retail; and oak, pine, and/or mixed oak and pine wood intended for consumption as fuel and cut into pieces four feet in length when sold at wholesale.

(2) A "cord" shall contain 128 cubic feet of firewood. A "cord" according to local custom contains eight loads.

(3) A "load" shall contain 16 cubic feet of wood or be ⅛ of a cord.

(4) "Sale at wholesale" or "selling at wholesale" means a sale or selling to a person in the ordinary course of trade or business who, in turn, sells and delivers to a consumer other than a dealer or commercial user.

(5) "Sale at retail" or "selling at retail" means a sale or selling to a consumer other than a dealer or commercial user.

(6) All other terms used, unless the context otherwise requires, shall be construed in accordance with Section 1499.20 of the General Maximum Price Regulation.

(d) *Invoices and records.* Every person making a sale of firewood for which a maximum price is set by this order shall give the purchaser or his agent at the time of the sale an invoice or other memorandum of sale, which shall show:

(1) The date of sale,

(2) The name and address of the buyer and seller,

(3) The quantity of firewood sold,

(4) Description of firewood sold, in the same manner as it is described in this order. (This shall include the kind of wood, i. e., hard, soft or mixed, and length of pieces of wood.)

(5) Place of sale. (If the price is dependent on place of delivery, then the place of delivery shall be stated.)

(6) The total price of the wood.

On the invoice or memorandum, a separate statement shall be made of any discounts and of each service rendered, such as delivery, carrying and stacking, and the charge made for each such service.

The seller shall keep an exact copy of such invoice or memorandum for a period of two years and such copy shall be made available for inspection by the Office of Price Administration.

(e) *Applicability of Georgia State Office Price Order No. 1, firewood.* This order supersedes and hereby revokes Georgia State Office Price Order No. 1 as of the effective date of this order.

(f) *Applicability of the General Maximum Price Regulation.* Except as otherwise provided herein, or as the context otherwise requires, all sales for which maximum prices are established by this order shall be subject to all of the provisions of the General Maximum Price Regulation together with all amendments, supplementary regulations, and supplementary orders thereto.

(g) This order may be revoked or amended by the Regional Administrator at any time.

NOTE: The record-keeping provision of this order has been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

This Order No. G–36 shall become effective May 31, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued May 27, 1944.

ALEXANDER HARRIS,
Regional Administrator.

[F. R. Doc. 44–9541; Filed, June 29, 1944; 2:58 p. m.]

[Spokane Order 3–B Under MPR 426]

CUCUMBERS IN SPOKANE DISTRICT

Order No. 3–B under section 8 (a) (7) of Maximum Price Regulation No. 426, as amended. Cucumbers (except hothouse).

For the reasons set forth in an opinion issued simultaneously herewith, and under authority vested in the District Director of the Spokane District Office by section 8 (a) (7) of Maximum Price Regulation No. 426, as amended, and by Order of Delegation No. 35 issued under said section by the San Francisco Regional Office, Region VIII, of the Office of Price Administration; *It is hereby ordered:*

With respect to the commodity described in line (a) of Table X, there is set forth in said table in line (b), the basing point; in line (c), the wholesale receiving point; in line (d), the method of transportation which is hereby determined to be the cheapest method of transportation which is customary and generally available from said basing point to said wholesale receiving point; and in line (e), the freight rate per cwt. by said Method (d) between points. With respect to the units of sale of said commodity set forth in the respective vertical columns of said Table X, there is also set forth in said table in line (f), the freight charge by said Method (d) from said basing point to said wholesale receiving point; in line (g), the basing-point cost; in line (h), the charge, if any, allowable for protective services in connection with such transportation; and in line (i), the maximum price chargeable for said commodity in said wholesale receiving point.

TABLE X

(a) Commodity: Cucumbers (except hothouse).
(b) Basing Point: Chula Vista, Calif.
(c) Wholesale receiving point: Spokane, Wash.
(d) Method of transportation: Carlot to Portland plus LCL to Spokane.
(e) Freight rate by Method (d) from basing point to wholesale receiving point: $1.98 per hundredweight.

	Per unit of sale	
	Per lug of 28 lbs. net	Per lb.
(f) Freight charge by method (d)	$0.63	-------
(g) Basing point cost	1.22	-------
(h) Protective services	.08	-------
(i) Maximum price in wholesale receiving point (sum of "f," "g," and "h")	1.93	$0.069

This order shall become effective June 16, 1944, and may be revoked, amended, or corrected at any time.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 16th day of June 1944.

DAVE S. COHN,
District Director.

[F. R. Doc. 44–9542; Filed, June 29, 1944; 2:58 p. m.]

[Spokane Order 4–B Under MPR 426]

SWEET PEPPERS IN SPOKANE DISTRICT

Order No. 4–B under section 8 (a) (7) of Maximum Price Regulation No. 426 as amended. Sweet peppers.

For the reasons set forth in an opinion issued simultaneously herewith, and under authority vested in the District Director of the Spokane District Office by section 8 (a) (7) of Maximum Price Regulation No. 426, as amended, and by order of Delegation No. 35 issued under said section by the San Francisco Regional Office, Region VIII, of the Office of Price Administration; *It is hereby ordered:*

With respect to the commodity described in line (a) of Table X, there is set forth in said table in line (b), the basing point; in line (c), the wholesale receiving point; in line (d), the method of transportation which is hereby determined to be the cheapest method of transportation which is customary and generally available from said basing point to said wholesale receiving point; and in line (e), the freight rate per cwt. by said Method (d) between points. With respect to the units of sale of said commodity set forth in the respective vertical columns of said Table X there is also set forth in said table in line (f), the freight charge by said Method (d) from said basing point to said wholesale receiving point; in line (g), the basing-point cost; in line (h), the charge, if any, allowable for protective services in connection with such transportation; and in line (i), the maximum price chargeable for said commodity in said wholesale receiving point.

TABLE X

(a) Commodity: Sweet peppers.
(b) Basing point: Nogales, Ariz.
(c) Wholesale receiving point: Spokane, Wash.
(d) Method of transportation: Carlot to Portland—LCL Portland to Spokane.
(e) Freight rate by Method (d) from basing point to wholesale receiving point: $2.14 per hundredweight.

	Per unit of sale	
	Per crate of 37 lbs. net	Per lb.
(f) Freight charge by method (d)	$0.92	-------
(g) Basing-point cost	3.65	-------
(h) Protective services	.15	-------
(i) Maximum price in wholesale receiving point (sum of "f," "g," and "h")	4.72	$0.1123

This order shall become effective June 26, 1944, and may be revoked, amended, or corrected at any time.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 17th day of June 1944.

DAVE S. COHN,
District Director.

[F. R. Doc. 44–9543; Filed, June 29, 1944; 2:59 p. m.]

[Spokane Order 5–B Under MPR 426]

SNAP BEANS IN SPOKANE DISTRICT

Order No. 5–B under section 8 (a) (7) of Maximum Price Regulation No. 426, as amended. Snap Beans.

For the reasons set forth in an opinion issued simultaneously herewith, and under authority vested in the District Director of the Spokane District Office by section 8 (a) (7) of Maximum Price Regulation No. 426, as amended, and by order of Delegation No. 35 issued under said section by the San Francisco Regional Office, Region VIII, of the Office of Price Administration; *It is hereby ordered:*

With respect to the commodity described in line (a) of Table X, there is set forth in said table in line (b), the basing point; in line (c), the wholesale receiving point; in line (d), the method of transportation which is hereby determined to be the cheapest method of transportation which is customary and generally available from said basing point to said wholesale receiving point; and in line (e), the freight rate per cwt. by said Method (d) between points. With respect to the units of sale of said commodity set forth in the respective vertical columns of said Table X, there is also set forth in said table in line (f), the freight charge by said Method (d) from said basing point to said wholesale receiving point; in line (g), the basing-point cost; in line (h), the charge, if any, allowable for protective services in connection with such transportation; and in line (i), the maximum price chargeable for said commodity in said wholesale receiving point.

TABLE X

(a) Commodity: Snap beans (green or wax)
(b) Basing point: San Jose, California
(c) Wholesale receiving point: Spokane, Washington
(d) Method of transportation: Carlot to Portland—LCL Portland to Spokane
(e) Freight rate by Method (d) from basing point to wholesale receiving point: $1.53 per cwt.

	Per unit of sale	
	Per bushel of 28 lbs. net	Per lb.
(f) Freight charge by Method (d)	$0.52	-------
(g) Basing point cost	2.70	-------
(h) Protective services	.10	-------
(i) Maximum price in wholesale receiving point (sum of "f," "g," and "h"	3.32	$0.119

This order shall become effective June 21, 1944, and may be revoked, amended, or corrected at any time.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 20th day of June 1944.

DAVE S. COHN,
District Director.

[F. R. Doc. 44–9544; Filed, June 29, 1944; 2:59 p. m.]

[Spokane Order 6–B Under MPR 426]

PLUMS IN SPOKANE DISTRICT

Order No. 6–B under section 8 (a) (7) of Maximum Price Regulation No. 426, as amended. Plums.

For the reasons set forth in an opinion issued simultaneously herewith, and under authority vested in the District Director of the Spokane District Office by section 8 (a) (7) of Maximum Price Regulation No. 426, as amended, and by Order of Delegation No. 35 issued under said section by the San Francisco Regional Office, Region VIII, of the Office of Price Administration; *It is hereby ordered:*

With respect to the commodity described in line (a) of Table X, there is set forth in said table in line (b), the basing point; in line (c), the wholesale receiving point; in line (d), the method of transportation which is hereby determined to be the cheapest method of transportation which is customary and generally available from said basing point to said wholesale receiving point; and in line (e), the freight rate per cwt. by said Method (d) between points. With respect to the units of sale of said commodity set forth in the respective vertical columns of said Table X, there is also set forth in said table in line (f), the freight charge by said Method (d) from said basing point to said wholesale receiving point; in line (g), the basing point cost; in line (h), the charge, if any, allowable for protective services in connection with such transportation; and in line (i), the maximum price chargeable for said commodity in said wholesale receiving point.

TABLE X

(a) Commodity: Plums—4 (size 4 x 5) baskets in crate.
(b) Basing point: Sacramento, California.
(c) Wholesale receiving point: Spokane, Washington.
(d) Method of transportation: Carlot to Portland—LCL Portland to Spokane.
(e) Freight rate by Method (d) from basing point to wholesale receiving point: $1.53 per cwt.

	Per unit of sale	
	Per crate of 32 lbs. gross	Per lb. graded and packed
(f) Freight charge by Method (d)	$0.49	$0.0153
(g) Basing-point cost	2.63	.0940
(h) Protective services	.04	.0020
(i) Maximum price in wholesale receiving point (sum of "f," "g," and "h")	[1] 3.16	.111

[1] NOTE: Adjust price for other sizes as given in Amendment 32 to MPR 426.

This order shall become effective June 21, 1944, and may be revoked, amended, or corrected at any time.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 20th day of June 1944.

DAVE S. COHN,
District Director.

[F. R. Doc. 44–9545; Filed, June 29, 1944; 2:59 p. m.]

[Spokane Order 7–B Under MPR 426]

GREEN PEAS IN SPOKANE DISTRICT

Order No. 7–B under section 8 (a) (7) of Maximum Price Regulation No. 426, as amended. Green peas.

For the reasons set forth in an opinion issued simultaneously herewith, and under authority vested in the District Director of the Spokane District Office by section 8 (a) (7) of Maximm Price Regulation No. 426, as amended, and by Order of Delegation No. 35 issued under said section by the San Francisco Regional Office, Region VIII, of the Office of Price Administration; *It is hereby ordered:*

With respect to the commodity described in line (a) of Table X, there is set forth in said table in line (b), the basing point; in line (c), the wholesale receiving point; in line (d), the method of transportation which is hereby determined to be the cheapest method of transportation which is customary and generally available from said basing point to said wholesale receiving point; and in line (e), the freight rate per cwt. by said Method (d) between points. With respect to the units of sale of said commodity set forth in the respective vertical columns of said Table X, there is also set forth in said table in line (f), the freight charge by said Method (d)

from said basing point to said wholesale receiving point; in line (g), the basing-point cost; in line (h), the charge, if any, allowable for protective services in connection with such transportation; and in line (i), the maximum price chargeable for said commodity in said wholesale receiving point.

TABLE X

(a) Commodity: Green peas
(b) Basing point: Santa Barbara, Calif.
(c) Wholesale receiving point: Spokane, Washington
(d) Method of transportation: Carlot to Portland—L. C. L. Portland to Spokane
(e) Freight rate by Method (d) from basing point to wholesale receiving point: $1.79 per cwt.

	Per unit of sale	
	Per bu. of 28 lbs. net	Per lb.
(f) Freight charge by method (d)	$0.57	--------
(g) Basing point cost	2.80	--------
(h) Protective services	.20	--------
(i) Maximum price in wholesale receiving point (sum of "f," "g," and "h")	3.57	$0.128

This order shall become effective June 21, 1944, and may be revoked, amended, or corrected at any time.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 20th day of June 1944.

DAVE S. COHN,
District Director.

[F. R. Doc. 44-9546; Filed, June 29, 1944; 2:59 p. m.]

LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders were filed with the Division of the Federal Register on June 26, 1944.

REGION I

Connecticut Order 3-F, Amendment 6, covering fresh fruits and vegetables in certain counties in Connecticut, filed 2:08 p. m.

Connecticut Order 7, covering dry groceries and certain perishables in Connecticut, filed 2:09 p. m.

Connecticut Order 7, Amendment 1, covering dry groceries and certain perishables in Connecticut, filed 2:08 p. m.

Providence Order 1-F, Amendment 6, covering fresh fruits and vegetables in the Providence, Rhode Island Metropolitan Area, filed 2:11 p. m.

Providence Order 2-F, Amendment 6, covering fresh fruits and vegetables in the Rhode Island Area with exception of certain territory, filed 2:11 p. m.

REGION II AND III

Detroit Order 11, Amendment 3, covering community food prices in designated counties in Michigan, filed 2:13 p. m.

Grand Rapids Order F-14-A, Amendment 23, covering fresh fruits and vegetables in City of Grand Rapids, Mich., filed 2:13 p. m.

Grand Rapids Order F-14-B, Amendment 23, covering fresh fruits and vegetables in Urban Area B in Michigan, filed 2:14 p. m.

Grand Rapids Order F-14-C, Amendment 8, covering fresh fruits and vegetables in Rural Area C, filed 2:15 p. m.

Grand Rapids Order F-14-D, Amendment 8, covering fresh fruits and vegetables in Rural Area D, filed 2:15 p. m.

Maryland Order 1-F, Amendment 12, covering fresh fruits and vegetables in the Baltimore, Maryland Area, filed 2:12 p. m.

Maryland Order 2-F, covering fresh fruits and vegetables in certain counties in Maryland, filed 2:12 p. m.

Lexington Order 12, Amendment 7, covering community food prices in designated counties of Kentucky, filed 2:10 p. m.

Lexington Order 12, Amendment 8, covering community food prices in designated county of Kentucky, filed 2:09 p. m.

REGION V

Fort Worth Order 1-F, Amendment 22, covering fresh fruits and vegetables in Tarrant Co., Tex., filed 2:08 p. m.

Fort Worth Order 2-F, Amendment 22, covering fresh fruits and vegetables in Taylor Co., Tex., filed 2:07 p. m.

Fort Worth Order 3-F, Amendment 22, covering fresh fruits and vegetables in Green County, Tex., filed 2:07 p. m.

Fort Worth Order 4-F, Amendment 22, covering fresh fruits and vegetables in McLenan Co., Tex., filed 2:06 p. m.

Fort Worth Order 5-F, Amendment 22, covering fresh fruits and vegetables in Wichita Co., Tex., filed 2:06 p. m.

REGION VI

Sioux City Order 14, Amendment 1, covering community food prices in certain counties in Iowa, filed 2:05 p. m.

Copies of any of these orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 44-9617; Filed, June 30, 1944; 4:26 p. m.]

LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register on June 27, 1944.

REGION I

Connecticut Order 1-W, covering dry groceries in Connecticut, filed 1:11 p. m.

Connecticut Order 2-F, Amendment 10, covering fresh fruits and vegetables in Connecticut, filed 1:11 p. m.

Connecticut Order 2-F Amendment 11, covering fresh fruits and vegetables in Connecticut, filed 1:11 p. m.

Connecticut Order 2-F Amendment 12, covering fresh fruits and vegetables in Connecticut, filed 1:11 p. m.

Montpelier Order 13, covering community ceiling prices for designated counties, villages and towns in Vermont, filed 1:05 p. m.

Montpelier Order 14, covering community food prices for designated counties, villages and towns in Vermont, filed 1:11 p. m.

REGION II

Albany Order 1-F, Amendment 13, covering fresh fruits and vegetables at retail in certain counties in the Albany District, filed 3:48 p. m.

Buffalo Order 2-F Amendment 10, covering fresh fruits and vegetables in Rochester, E. Rochester, Fairport and Pittsford Counties, N. Y., filed 3:49 p. m.

Erie Order 5-F, covering fresh fruits and vegetables in Erie, Pa., filed 3:48 p. m.

Philadelphia Order P-2, Amendment 2, covering fresh fish and seafood in certain areas in Pennsylvania, filed 1:05 p. m.

Trenton Order 1-F, Amendment 10, covering fresh fruit and vegetables in Mercer, Middlesex and Monmouth, N. J., filed 3:48 p. m.

Trenton Order 2-F, Amendment 7, covering fresh fruits and vegetables in Mercer, Middlesex and Monmouth, N. J., filed 3:49 p. m.

Trenton Order 3-F, Amendment 6, covering fresh fruits and vegetables in Mercer, Middlesex and Monmouth, N. J., filed 3:49 p. m.

REGION III

Charleston Order 1-F, Amendment 32, covering fresh fruits and vegetables in Kanawha, Montgomery, Fayette Counties, W. Va., filed 1:01 p. m.

Charleston Order 3-F, Amendment 27, covering fresh fruits and vegetables in certain counties in West Virginia, filed 1:01 p. m.

Charleston Order 7-F, Amendment 13, covering fresh fruits and vegetables in certain named counties in West Virginia, filed 1:01 p. m.

Charleston Order 8-F, Amendment 13, covering fresh fruits and vegetables in named counties in West Virginia, filed 10:27 a. m.

Charleston Order 9-F, Amendment 12, covering fresh fruits and vegetables in Cabell and Huntington, Wayne Counties, W. Va., filed 10:26 a. m.

Charleston Order 10-F, Amendment 12, covering fresh fruits and vegetables in named counties in West Virginia, filed 10:26 a. m.

Charleston Order 11-F, Amendment 4, covering fresh fruits and vegetables in Berkeley, Jefferson and Morgan Counties, W. Va., filed 10:25 a. m.

Charleston Order 12-F, Amendment 4, covering fresh fruits and vegetables in named counties in West Virginia, filed 10:25 a. m.

Charleston Order 29, Amendment 5, covering poultry in certain counties in West Virginia, filed 1:03 p. m.

Charleston Order 30, Amendment 4, covering poultry in Pleasants, Ritchie, Wirt and Wood Counties, W. Va., filed 1:03 p. m.

Charleston Order 31, Amendment 4, covering poultry in certain counties in West Virginia, filed 1:02 p. m.

Charleston Order 32, Amendment 4, covering poultry in Berkeley, Morgan and Jefferson Counties, W. Va., filed 1:02 p. m.

Charleston Order 33, Amendment 4, covering poultry in certain counties in West Virginia, filed 1:02 p. m.

Charleston Order 34, Amendment 4, covering poultry in certain counties in West Virginia, filed 1:02 p. m.

Charleston Order 35, Amendment 4, covering poultry in certain counties in West Virginia, filed 1:02 p. m.

Charleston Order 36, Amendment 4, covering poultry in Marion, Monongalia and Preston, W. Va., filed 1:02 p. m.

Charleston Order 37, Amendment 4, covering poultry in certain counties in West Virginia, filed 1:01 p. m.

Columbus Order 3-F, Amendment 28, covering fresh fruits and vegetables in certain counties in Ohio, filed 1:13 p. m.

Columbus Order 3-F, Amendment 29, covering fresh fruits and vegetables in certain counties in Ohio, filed 1:03 p. m.

Columbus Order 4-F, Amendment 10, covering fresh fruits and vegetables in certain counties in Ohio, filed 1:13 p. m.

Columbus Order 5-F, Amendment 11, covering fresh fruits and vegetables in certain counties in Ohio, filed 1:03 p. m.

Escanaba Order 9-F, Amendment 17, covering fresh fruits and vegetables in certain areas in Michigan, filed 1:15 p. m.

Escanaba Order 10-F, Amendment 17, covering fresh fruits and vegetables in certain areas in Michigan, filed 1:14 p. m.

Escanaba Order 11-F, Amendment 17, covering fresh fruits and vegetables in certain areas in Michigan, filed 1:14 p. m.

Escanaba Order 12-F, Amendment 16, covering fresh fruits and vegetables in certain areas in Mich., filed 1:14 p. m.

Escanaba Order 13-F, Amendment 16, covering fresh fruits and vegetables in certain areas in Mich., filed 1:14 p. m.

Escanaba Order 14-F, Amendment 16, covering fresh fruits and vegetables in certain areas in Mich. and Wis., filed 1:14 p. m.

Escanaba Order 15-F, Amendment 16, covering fresh fruits and vegetables in certain areas in Wis. and Mich., filed 1:14 p. m.

Escanaba Order 16-F, Amendment 16, covering fresh fruits and vegetables in Saulte Ste. Marie, Mich., Chippewa Co., filed 1:14 p. m.

Escanaba Order 17-F, Amendment 15, covering fresh fruits and vegetables in certain counties in Mich., filed 1:14 p. m.

Lexington Order 12, Amendment 9, covering community food prices in certain counties in Ky., filed 1:04 p. m.

Louisville Order 1-F, Amendment 36, covering fresh fruits and vegetables in certain counties in Ky. and Ind., filed 1:15 p. m.

Louisville Order 2-F, Amednment 30, covering fresh fruits and vegetables in Paducah & McCracken, Ky., filed 3:48 p. m.

Louisville Order 3-F, Amendment 23, covering fresh fruits and vegetables in Daviess & Henderson Counties, Ky., filed 3:47 p. m.

REGION IV

Atlanta Order 1-F, Amendment 15, covering fresh fruits and vegetables in Bibb Co., Ga., filed 1:03 p. m.

Atlanta Order 5-F, Amendment 12, covering fresh fruits and vegetables in Muscogee Co., Ga., and Phenix City, Ala., filed 1:03 p. m.

Atlanta Order 6-F, Amendment 7, covering fresh fruits and vegetables in Metropolitan Atlanta-Decatur Trade Area in Ga., filed 3:47 p. m.

Atlanta Order 13, Amendment 1, covering dry food items in North Ga. District Area and Phenix City, Ala., filed 10:23 a. m.

Jacksonville Order 6-F, Amendment 7, covering fresh fruits and vegetables in Jacksonville, Fla., filed 10:24 a. m.

Memphis Order 4-F, Amendment 39, covering fresh fruits and vegetables in Memphis, Tenn., filed 10:24 a. m.

Nashville Order 5-F, Amendment 21, covering fresh fruit and vegetable prices in certain area in Nashville District, filed 3:47 p. m.

Nashville Order 5-F, Amendment 22, covering fresh fruit and vegetable prices in certain area in the Nashville District, filed 3:47 p. m.

Nashville Order 10-F, Amendment 4, covering fresh fruits and vegetables in certain area in the Nashville District, filed 3:47 p. m.

Savannah Order 1-F, Amendment 41, covering fresh fruits and vegetables in Chatham, Bryan, Liberty & Effingham Counties, filed 10:23 a. m.

Savannah Order 2-F, Amendment 36, covering fresh fruits and vegetables in certain counties in Georgia, filed 10:22 a. m.

Savannah Order 3-F, Amendment 34, covering fresh fruits and vegetables in named counties in Georgia, filed 10:22 a. m.

Savannah Order 4-F, Amendment 33, covering fresh fruits and vegetables in named counties in Georgia, filed 10:21 a. m.

Savannah Order 5-F, Amendment 14, covering fresh fruits and vegetables in named counties in Georgia, filed 10:21 a. m.

REGION V

Arkansas Order 1-F, Amendment 6, covering fresh fruits and vegetables in the rural areas of Arkansas, filed 10:20 a. m.

Arkansas Order 3-F, Revocation, covering fresh fruits and vegetables in Craighead Co., Ark., filed 10:20 a. m.

Lubbock Order 3-F, Amendment 7, covering fresh fruits and vegetables in certain named areas in Texas, filed 10:19 a. m.

Lubbock Order 5-F, Amendment 3, covering fresh fruits and vegetables in certain areas in Texas, filed 10:19 a. m.

New Orleans Order 1-F, Amendment 6, Correction to, covering fresh fruits and vegetables in certain parishes in Louisiana, filed 10:19 a. m.

New Orleans Order 1-F, Amendment 7, covering fresh fruits and vegetables in certain counties and parishes of Louisiana, filed 10:17 a. m.

New Orleans Order 2-F, Amendment 25, covering fresh fruits and vegetables in certain parishes in Louisiana, filed 10:17 a. m.

Houston Order 3-F, Amendment 3, covering fresh fruits and vegetables in Jefferson and Orange Counties, Tex., filed 3:52 p. m.

Houston Order 1-F, Amendment 15, covering fresh fruits and vegetables in City of Houston, Harris County, Tex., filed 3:53 p. m.

St. Louis Order 3-F, Amendment 8, covering fresh fruits and vegetables in City of St. Louis and St. Louis County, Mo., filed 3:52 p. m.

REGION VII

Montana Order 2-B, covering wholesale food prices in State of Montana, filed 1:13 p. m.

Utah Order F-1, Amendment 10, covering fresh fruits and vegetables in Salt Lake, Davis and Weber County area, filed 3:50 p. m.

Utah Order F-2, Amendment 9, covering fresh fruits and vegetables in certain areas in Utah, filed 3:51 p. m.

Utah Order F-3, Amendment 8, covering fresh fruits and vegetables in certain areas in Utah, filed 3:51 p. m.

Utah Order F-4, Amendment 8, covering fresh fruits and vegetables in certain areas in Utah, filed 3:51 p. m.

Utah Order F-5, Amendment 8, covering fresh fruits and vegetables in the Utah County area, filed 3:50 p. m.

Utah Order F-6, Amendment 8, covering fresh fruits and vegetables in certain areas in Utah, filed 3:52 p. m.

REGION VIII

Los Angeles Order 1-F, Amendment 19, covering fresh fruits and vegetables in the San Luis Obispo Area, filed 1:13 p. m.

Phoenix Order 3-F, Amendment 23, covering fresh fruits and vegetables in the Phoenix Area, filed 3:50 p. m.

San Diego Order 1-F, Amendment 44, covering fresh fruits and vegetables in the San Diego Area, filed 1:13 p. m.

San Diego Order 1-F, Amendment 45, covering fresh fruits and vegetables in the San Diego Area, filed 3:50 p. m.

San Diego Order 1-F, Amendment 2, covering fresh fish and seafood in the San Diego Area, filed 1:12 p. m.

San Diego Order 8, Amendment 8, covering community food prices in the San Diego Area, filed 3:50 p. m.

Copies of any of these orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 44-9618; Filed, June 30, 1944; 4:25 p. m.]

LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register on June 29, 1944.

REGION V

Tulsa Order 6-F, Amendment 10, covering fresh fruits and vegetables in certain counties in Oklahoma, filed 2:46 p. m.

REGION VI

Sioux City Order 2-F, Amendment 21, covering fresh fruits and vegetables in Sioux City, Iowa & Sioux City, Nebr., filed 2:45 p. m.

Sioux City Order 3-F, Amendment 6, covering fresh fruits and vegetables in certain counties in Iowa and South Dakota and Nebraska, filed 2:45 p. m.

Sioux City Order 4-F, Amendment 6, covering fresh fruits and vegetables in certain counties in Nebraska, filed 2:46 p. m.

Sioux Falls Order No. 1 (Adopting), Amendment 1, covering retail food prices in designated areas in Sioux Falls District, filed 2:45 p. m.

REGION VIII

San Diego Order 1-F, Amendment 46, covering fresh fruits and vegetables in the San Diego Area, filed 2:38 p. m.

San Diego Order 8, Amendment 4, covering community food prices in the San Diego Area, filed 2:38 p. m.

Phoenix Order 3-F, Amendment 25, covering fresh fruits and vegetables in 25 mile radius of the post office of Phoenix, filed 2:39 p. m.

Phoenix Order 3-W, covering dry groceries in the "Yuma Area", filed 2:40 p. m.

Seattle Order 30, covering community food prices in the Seattle Area, filed 2:44 p. m.

Seattle Order 31, covering community food prices in the Tacoma Area, filed 2:44 p. m.

Seattle Order 32, covering community food prices in the Everett Area, filed 2:43 p. m.

Seattle Order 33, covering community food prices in the Bremerton Area, filed 2:43 p. m.

Seattle Order 34, covering community food prices in the Bellingham Area, filed 2:43 p. m.

Seattle Order 35, covering community food prices in the Olympia Area, filed 2:42 p. m.

Seattle Order 36, covering community food prices in the Aberdeen-Hoquiam Area, filed 2:42 p. m.

Seattle Order 37, covering community food prices in the Centralia-Chehalis Area, filed 2:42 p. m.

Seattle Order 38, covering community food prices in the Wenatchee Area, filed 2:41 p. m.

Seattle Order 39, covering community food prices in the Yakima Area, filed 2:40 p. m.

Copies of any of these orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 44-9619; Filed, June 30, 1944; 4:26 p. m.]

LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under Revised General Order 51 were filed with the Division of the Federal Register on June 30, 1944:

REGION I

Connecticut Order 2-F, Amendment 14, covering fresh fruits and vegetables in certain areas in Connecticut, filed 10:01 a. m.

REGION II

District of Columbia Order 2-W, covering wholesale food prices in Washington, D. C., filed 9:43 a. m.

Erie Order 2-F, covering fresh fruits and vegetables in Erie, Pa., filed 9:44 a. m.

Harrisburg Order 19, Amendment 1, covering community food prices in certain areas in Pennsylvania, filed 9:44 a. m.

New York Order 1-F, Amendment 13, covering fresh fruits and vegetables in the five boroughs of the City of New York, filed 9:43 a. m.

New York Order 3-F, covering fresh fruits and vegetables in Beacon, Middletown, Newburgh, Poughkeepsie and Coshen, N. Y., filed 9:44 a. m.

New York Order 4-F, covering fresh fruits and vegetables in certain named areas in New York, filed 9:43 a. m.

REGION III

Charleston Order 1-W, Amendment 1, covering dry groceries in certain counties in West Virginia, filed 9:41 a. m.

Charleston Order 7–W, covering dry groceries in certain counties in West Virginia, filed 9:41 a. m.

Charleston Order 32, Amendment 3, covering certain food items in Berkeley, Morgan and Jefferson, W. Va., filed 9:42 a. m.

Charleston Order 35, Amendment 3, covering certain food items for Brooke, Hancock, Marshall, Ohio, Tylor and Wetzel Counties, W. Va., filed 9:41 a. m.

Charleston Order 36, Amendment 3, covering certain food items for Marion, Monongalia and Preston Counties, W. Va., filed 9:44 a. m.

Grand Rapids Order F–14–A, Amendment 24, covering fresh fruits and vegetables in Grand Rapids, Mich., filed 9:40 a. m.

Grand Rapids Order F–14–B, Amendment 24, covering fresh fruits and vegetables in Urban Area B (Cities of Muskegon, Kalamazoo and Battle Creek, Mich.), filed 9:40 a. m.

Lexington Order 11, Amendment 9, covering community food prices in designated counties in Kentucky, filed 9:40 a. m.

Saginaw Order 3–W, covering community food prices at wholesale in the Saginaw District, filed 9:59 a. m.

REGION IV

South Carolina Order 2–W, covering wholesale prices for certain food items in State of South Carolina, filed 10:05 a. m.

South Carolina Order 2–W, Amendment 1, covering wholesale food prices in South Carolina, filed 9:59 a. m.

South Carolina Order 12, covering certain dry groceries and perishables in South Carolina, filed 10:00 a. m.

South Carolina Order 12, Amendment 1, covering dry groceries and perishables in South Carolina, filed 10:00 a. m.

South Carolina Order 12, Amendment 2, covering dry groceries and perishables in South Carolina, filed 9:59 a. m.

REGION V

Fort Worth Order 1–F, Amendment 23, covering fresh fruits and vegetables in Tarrant County, Tex., filed 10:05 a. m.

Fort Worth Order 2–F, Amendment 23, covering fresh fruits and vegetables in Taylor County, Tex., filed 10:05 a. m.

Fort Worth Order 3–F, Amendment 23, covering fresh fruits and vegetables in Green County, Tex., filed 10:02 a. m.

Fort Worth Order 4–F, Amendment 23, covering fresh fruits and vegetables in McLennan County, Tex., filed 10:02 a. m.

Fort Worth Order 5–F, Amendment 23, covering fresh fruits and vegetables in Wichita County, Tex., filed 10:02 a. m.

Oklahoma City Order 3–F, Amendment 19, covering fresh fruits and vegetables in certain areas in Oklahoma, filed 9:40 a. m.

Oklahoma City Order 3–F, Amendment 20, covering fresh fruits and vegetables in certain areas in Oklahoma, filed 10:05 a. m.

Oklahoma City Order 3–F, Amendment 21, covering fresh fruits and vegetables in certain areas in Oklahoma, filed 10:05 a. m.

Shreveport Order G–13, Amendment 2, covering certain food items in certain parishes in Louisiana, filed 10:01 a. m.

Shreveport Order G–14, Amendment 2, covering certain food items in certain parishes in La., filed 10:02 a.m.

Wichita Order 2–F, Amendment 4, covering fresh fruits and vegetables in certain areas in Kansas, filed 10:05 a. m.

Wichita Order 4–F, Amendment 3, covering fresh fruits and vegetables in certain areas in Kansas, filed 2:23 p. m.

Tulsa Order 5–F, Amendment 10, covering fresh fruits and vegetables in certain areas in Oklahoma, filed 9:59 a. m.

REGION VI

Chicago Order 2–F, Amendment 18, covering fresh fruits and vegetables in Chicago Metropolitan Area, filed 10:01 a. m.

Sioux City Order 1–W, Amendment 1, covering dry groceries in Sioux City, Iowa, filed 10:01 a. m.

REGION VIII

Fresno Order 1, Amendment 1, covering basic community retail prices in Fresno, Calif., filed 2:23 p. m.

Fresno Order 1–F, Amendment 23, covering fresh fruits and vegetables in Fresno, Calif., filed 2:26 p. m.

Fresno Order 2–F, Amendment 10, covering fresh fruits and vegetables in Modesto & Stanislaus, Calif., filed 2:52 p. m.

Fresno Order 3–F, Amendment 8, covering fresh fruits and vegetables in certain areas in California, filed 2:25 p. m.

San Francisco Order 1–F, Amendment 20, covering fresh fruits and vegetables in certain areas in California, filed 2:25 p. m.

San Francisco Order 2–F, Amendment 13, covering fresh fruits and vegetables in San Jose, Santa Clara, Mayfair, Berryessa & Burbank, filed 2:25 p. m.

San Francisco Order 3–F, Amendment 12, covering fresh fruits and vegetables in certain areas in California, filed 2:24 p. m.

San Francisco Order 4–F, Amendment 11, covering fresh fruits and vegetables in Watsonville, Salinas, Monterey, Carmel, Pacific Grove & Santa Cruz, filed 2:24 p. m.

San Francisco Order 5–F, Amendment 10, covering fresh fruits and vegetables in certain areas in California, filed 2:24 p. m.

San Francisco Order 6–F, Amendment 6, covering fresh fruits and vegetables in certain areas in California, filed 2:23 p. m.

Copies of any of these orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 44–9714; Filed, July 1, 1944; 4:36 p. m.]

[Region II, Rev. Order G–3 Under MPR 122, Amdt. 2]

SOLID FUELS IN DESIGNATED BOROUGHS IN NEW YORK STATE

Amendment No. 2 to Revised Order No. G–3 under § 1340.260 of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Pennsylvania anthracite delivered by dealers in the Boroughs of Manhattan, Bronx, Brooklyn, and Queens, City of New York, State of New York.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122, Revised Order No. G–3 is amended in the following respects:

1. Paragraph (d) (2) is amended to read as follows:

(2) "YARD" SALES

Size	Per net ton for sales of ½ ton or more	Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton	Per 10 lbs., for sales of less than 100 lbs.
Broken, egg, stove, nut	$11.65	$0.85	$0.09
Pea	9.85	.75	.08
Buckwheat	7.80	----------	----------
Rice	6.85	----------	----------
Barley	6.80	----------	----------

2. Paragraph (e) (2) is amended to read as follows:

(2) "YARD" SALES

Size	Per net ton, for sales of ½ ton or more	Per 100 lbs., for sales of 100 lbs. or more, but less than ½ ton	Per 10 lbs., for sales of less than 100 lbs.
Broken, egg, stove, nut	$11.65	$0.85	$0.09
Pea	9.85	.75	.08
Buckwheat	8.05	----------	----------
Rice	7.10	----------	----------
Barley	5.80	----------	----------

3. Paragraph (f) (2) is amended to read as follows:

(2) "YARD" SALES

Size	At yards, etc. receiving other than via water, per net ton, for sales of ½ ton or more	At Yards, etc. receiving via water, per net ton, for sales of ½ ton or more	Per 100 lbs. for sales of 100 lbs. or more but less than ½ ton	Per 10 lbs. for sales of less than 100 lbs.
Broken, egg, stove, nut	$11.90	$11.65	$0.85	$0.09
Pea	10.35	10.10	.75	.08
Buckwheat	8.05	7.80	----------	----------
Rice	7.10	6.85	----------	----------
Barley	6.05	5.80	----------	----------

4. Paragraph (g) (2) is amended to read as follows:

(2) "YARD" SALES

Size	Per net ton, for sales of ½ ton or more	Per 100 lbs, for sales of 100 lbs. or more, but less than ½ ton	Per 10 lbs., for sales of less than 100 lbs.
Broken, egg, stove, nut	$12.15	$0.85	$0.09
Pea	10.60	.75	.08
Buckwheat	8.30	----------	----------
Rice	7.35	----------	----------
Barley	6.35	----------	----------

5. Paragraph (j) is amended to read as follows:

(j) *Taxes.* A dealer subject to this order may collect, in addition to the specific maximum prices established herein, provided he states it separately, the amount of the Federal tax upon the transportation of property imposed by Section 620 of the Revenue Act of 1942 actually paid or incurred by him, or an amount equal to the amount of such tax paid by any of his prior suppliers and separately stated and collected from the dealer by the supplier from whom he purchased. A retail dealer subject to this order may also collect, in addition to the specific maximum prices established herein, provided he states it separately, the amount of the N. Y. C. sales tax payable by such dealer. On sales to the United States or any agency thereof or to the State of New York or any political subdivision thereof, you need not state these taxes separately.

6. Paragraph (s) is amended to read as follows:

(s) *Automatic roll-back.* On and after midnight April 30, 1945, all dealers subject to this Order shall reduce their maximum prices for "Delivered sales" as set forth herein by 30¢ per net ton and 15¢ per net ½ ton. No such reduction is required for sales under ½ ton. This roll-back shall be in addition to any further roll-back that may be occasioned by a reduction in suppliers' maximum prices.

This Amendment No. 2 to Revised Order No. G–3 shall become effective May 1, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 29th day of April 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–9708; Filed, July 1, 1944; 4:38 p. m.]

[Region II Order G–37 Under RMPR 122]

SOLID FUEL IN DESIGNATED COUNTIES IN NEW YORK

Order No. G–37 under § § 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122—Solid fuels sold and delivered by dealers. Pennsylvania anthracite delivered by dealers in Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Ulster, Warren, and Washington Counties, State of New York, Coal Area VI.

For the reasons set forth in an opinion issued simultaneously herewith and under authority vested in the Regional Administrator of the Office of Price Administration by § § 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, it is ordered:

(a) *What this order does*—(1) *Dealers' Maximum Prices; area covered*—If you are a dealer in "Pennsylvania anthracite", this order fixes the maximum prices which you may charge, and if you are a purchaser in the course of trade or business, this order fixes the maximum prices which you may pay, for certain sizes and qualities of "Pennsylvania anthracite" (hereinafter called simply "anthracite") delivered to or at any point in the zones comprising State of New York—Coal Area VI. That area comprises twelve counties in the State of New York, falling into eleven zones, as follows:

Zone 1. Zone 1 includes Albany County, except that portion lying east of Route 9W and north of the highway intersecting Route 9W known as Menanda Road; and includes the City of Rensselaer and the Towns of East Greenbush, Nassau, Sandlake, Schodack and Stephentown in Rensselaer County.

Zone 2. Zone 2 includes all of Schenectady County.

Zone 3. Zone 3 includes all of Montgomery County.

Zone 4. Zone 4 includes Fulton County except the Town of Northampton.

Zone 5. Zone 5 includes Saratoga County except the Towns of Corinth, Day, Edinburgh, Hadley, Moreau, Waterford, and Half Moon, and the City of Mechanicville.

Zone 6. Zone 6 includes all of Warren and Washington Counties, the Town of Northampton in Fulton County, the Towns of Berlin, Hoosick and Petersburg in Rensselaer County and the Towns of Corinth, Day, Edinburgh, Hadley and Moreau in Saratoga County.

Zone 7. Zone 7 includes the City of Troy and the Towns of Brunswick, Grafton, North Greenbush, Pittstown, Poestenkill and Schaghticoke in Rensselaer County, the Towns of Waterford and Half Moon, and the City of Mechanicville in Saratoga County, and that portion of Albany County lying east of Route 9W and north of the highway intersecting 9W known as Menanda Road.

Zone 8. Zone 8 includes all of Columbia County.

Zone 9. Zone 9 includes all of Ulster County.

Zone 10. Zone 10 includes all of Greene County.

Zone 11. Zone 11 includes all of Schoharie County.

(2) *Schedules of prices; charges and discounts.* The applicable prices, authorized charges, and required discounts, from which you shall determine the maximum prices for designated sizes and quantities of anthracite delivered within zones 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 are set forth in Schedules I, II, III, IV, V, VI, VII, VIII, IX, X and XI, respectively.

(3) *To what sales this order applies.* If you are a dealer in anthracite, you are bound by the prices, charges, and discounts, and by all other provisions of this order for all deliveries within Zones 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11.

You shall determine the maximum price for "direct-delivery" sales, as hereinafter defined, by reference to the appropriate schedule of this order covering the zone to which delivery is made, whether or not you are located in one of the eleven zones.

You shall determine your maximum price for a "yard" sale, as hereinafter defined, by reference to the appropriate schedule of this order covering the zone in which the purchaser takes physical possession or custody of the anthracite.

(b) *What this order prohibits.* Regardless of any contract or other obligations, you shall not—

(1) Sell or, in the course of trade or business, buy anthracite of the sizes and in the quantities set forth in the schedules herein, at prices higher than the maximum prices computed as set forth in paragraph (c) of this order, although you may charge, pay, or offer less than maximum prices.

(2) Obtain any price higher than the applicable maximum price by—

(i) Changing the discounts authorized herein, or

(ii) Charging for any service which is not expressly requested by the buyer, or

(iii) Charging for any service for which a charge is not specifically authorized by the applicable schedule of this order, or

(iv) Charging a price for any service higher than the schedule price for such service, or

(v) Using any tying agreement or requiring that the buyer purchase anything in addition to the fuel requested by him, except that a dealer may comply with requirements or standards with respect to deliveries which have been or may be issued by an agency of the United States Government.

(vi) Using any other device by which a higher price than the applicable maximum price is obtained, directly or indirectly.

(c) *How to compute maximum prices.* You must figure your maximum price as follows:

(1) *Use the schedule which covers your sale.* (Schedule I contains a separate table of prices for "Direct-delivery" sales and "yard sales" within Zone 1. You will find Schedule I in paragraph (d). In like manner Schedules II, III, IV, V, VI, VII, VIII, IX, X and XI contain separate tables of prices for similar sales in Zones 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, respectively. You will find Schedule II in paragraph (e), Schedule III in paragraph (f), Schedule IV in paragraph (g), Schedule V in paragraph (h), Schedule VI in paragraph (i), Schedule VII in paragraph (j), Schedule VIII in paragraph (k), Schedule IX in paragraph (l), Schedule X in paragraph (m), and Schedule XI in paragraph (n).)

(2) Take the dollars-and-cents figure given in the applicable table of the applicable Schedule, for the sizes and quantity you are selling.

(3) Deduct from that figure the amount of the discount which you are required to give, as specified therein. Where a discount is required, you must state it separately on your invoice.

(4) If, at your purchaser's request, you actually render him a service for which this order authorizes a charge, you may add to the figure obtained as above no more than the maximum authorized service charge. You must state that charge separately on your invoice. The only authorized service charges are those provided for in the schedules.

(d) *Schedule I.* Schedule I establishes specific maximum prices for certain sizes of anthracite, in certain specific quantities, delivered to or at any point within Zone 1. There is a separate table of prices for "direct-delivery" sales and "yard sales".

(1) *Sales on a "direct-delivery" basis for sales of anthracite of the sizes and in the quantities specified.*

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. (for sales of 100 lbs. or more, but less than ¼ ton)
Broken, egg, stove, nut	$15.05	$8.05	$4.25	$0.90
Pea	13.30	7.15	3.85	.80
Buckwheat	11.25	6.15	3.30	----------
Rice	10.75	5.90	3.20	----------
Barley	9.75	5.40	2.95	----------
Screenings	4.00	----------	----------	----------

Required discounts. You shall deduct from the prices set forth in table (1) of this schedule, on sales and deliveries of all sizes except screenings, in quantities of one ton or more, a discount of

$1.00 per net tone where payment is made cash on delivery and a discount of 75¢ per net ton where payment is made within ten days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

MAXIMUM AUTHORIZED SERVICE CHARGES

Special service rendered at the request of the purchaser:

Carrying upstairs or downstairs for each full flight above or below the ground floor.	50¢ per net ton. 25¢ per net ½ ton. 15¢ per net ¼ ton.
For deliveries involving hauling west of the West Shore Railroad and beyond five miles from the dealer's yard.	15¢ per net ton for each mile or fraction thereof beyond five miles from the dealer's yard.

(2) *Yard sales. For sales of anthracite of the sizes and in the quantities specified to dealers and to consumers.*

Size	To dealers (Per net ton)	To consumers: Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. (for sales of 100 lbs. or more, but less than ¼ ton)
Broken, egg, stove, nut	$11.45	$13.05	$7.05	$3.75	$0.80
Pea	9.55	11.30	6.15	3.35	.70
Buckwheat	7.95	9.25	5.15	2.80	------
Rice	7.00	8.75	4.90	2.70	------
Barley	6.00	7.75	4.40	2.45	------
Screenings	3.00	3.00	------	------	------

(e) *Schedule II.* Schedule II establishes specific maximum prices for certain sizes of anthracite, in certain specific quantities, delivered to or at any point within Zone 2. There is a separate table of prices for "direct-delivery" sales and "yard sales".

(1) *Sales on a "direct-delivery" basis—* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. (for sales of 100 lbs. or more, but less than ¼ ton)
Broken, egg, stove, nut	$15.00	$8.00	$4.10	$0.90
Pea	13.35	7.20	3.70	.80
Buckwheat	11.05	6.05	3.10	------
Rice	10.00	5.50	2.85	------
Barley	9.00	5.00	2.60	------
Screenings—"A"	5.00	------	------	------
Screenings—"B"	4.00	------	------	------

Required discounts. You shall deduct from the prices set forth in table (1) of this schedule, on sales and deliveries of all sizes except screenings, in quantities of one ton or more, a discount of $1.00 per net ton, 50¢ per net ½ ton and 25¢ per net ¼ ton where payment is made within fifteen days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

MAXIMUM AUTHORIZED SERVICE CHARGES

Special service rendered at the request of the purchaser:

Carrying upstairs or downstairs, for each full flight above or below the ground floor.	25¢ per net ton. 15¢ per net ½ ton. 10¢ per net ¼ ton.

(2) *Yard sales—For sales of anthracite of the sizes and in the quantities specified to dealers and to consumers.*

Size	To dealers (per net ton)	To consumers: Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. (for sales of 100 lbs. or more, but less than ¼ ton)
Broken, egg, stove, nut	$11.90	$13.00	$7.00	$3.60	$0.80
Pea	10.20	11.35	6.20	3.20	.70
Buckwheat	8.25	9.05	5.05	2.60	------
Rice	7.20	8.00	4.50	2.35	------
Barley	6.20	7.00	4.00	2.10	------
Screenings—"A"	4.00	4.00	------	------	------
Screenings—"B"	3.00	3.00	------	------	------

Required discounts. You shall deduct from the prices set forth in table (2) of this Schedule, on sales and deliveries to dealers, for all sizes except screenings, the following discounts where payment is made within fifteen days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

Size:	Per net ton
Broken, egg, stove, nut	$0.15
Pea and buckwheat	.10
Rice and barley	.05

(f) *Schedule III.* Schedule III establishes specific maximum prices for certain sizes of anthracite, in certain specific quantities, delivered to or at any point within Zone 3. There is a separate table of prices for "direct-delivery" sales and "yard sales."

(1) *Sales on a "direct-delivery" basis for sales of anthracite of the sizes and in the quantities specified.*

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. (for sales of 100 lbs. or more, but less than ¼ ton)	Per 50 lb. paper bags
Broken, egg, stove, nut	$14.85	$7.45	$3.95	$0.90	$0.50
Pea	13.05	6.55	3.50	.80	.45
Buckwheat	10.90	5.45	2.95	------	------
Rice	10.00	5.00	2.70	------	------
Barley	9.00	4.50	2.45	------	------
Screenings	4.00	------	------	------	------

Required discounts. You shall deduct from the prices set forth in table (2) of this schedule, on sales and deliveries of all sizes except screenings, in quantities of one ton or more, a discount of $1.00 per net ton where payment is made within ten days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

MAXIMUM AUTHORIZED SERVICE CHARGES

Special service rendered at the request of the purchaser:

"Carry" or "wheel"	50¢ per net ton. 25¢ per net ½ ton. 15¢ per net ¼ ton.
Carrying upstairs or downstairs, for each full flight above or below the ground floor.	50¢ per net ton. 25¢ per net ½ ton. 15¢ per net ¼ ton.
This charge shall be in addition to any charge for "carry" or "wheel".	
For deliveries involving hauling beyond five miles from dealer's yard.	50¢ per net ton for each five miles or fraction thereof beyond five miles from dealer's yard.

(2) *Yard sales for sales of anthracite of the sizes and in the quantities specified to dealers and to consumers.*

Size	To dealers (per net ton)	To consumers: Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. (for sales of 100 lbs. or more, but less than ¼ ton)	Per 50 lb. paper bags
Broken, egg, stove, nut	$11.50	$13.35	$7.20	$3.80	$0.80	$0.45
Pea	9.65	11.55	6.30	3.35	.70	.40
Buckwheat	8.00	9.40	5.20	2.80	------	------
Rice	7.05	8.50	4.75	2.60	------	------
Barley	6.05	7.50	4.25	2.35	------	------
Screenings	3.00	3.00	------	------	------	------

(g) *Schedule IV.* Schedule IV establishes specific maximum prices for certain sizes of anthracite in certain specific quantities, delivered to or at any point within Zone 4. There is a separate table of prices for "direct-delivery" sales and "yard sales".

(1) *Sales on a "direct-delivery" basis—For sales of anthracite of the sizes and in the quantities specified.*

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. (for sales of 100 lbs. or more, but less than ¼ ton)	Per 50 lb. paper bags
Broken, egg, stove, nut	$14.50	$7.55	$4.05	$0.90	$0.50
Pea	12.50	6.55	3.55	.80	.45
Buckwheat	11.05	5.85	3.20	------	------
Rice	9.70	5.15	2.85	------	------
Barley	8.70	4.65	2.60	------	------
Screenings	4.00	------	------	------	------

Required discounts. You shall deduct from the prices set forth in table (1) of this schedule, on sales and deliveries of all sizes except screenings, in quantities of one ton or more, a discount of 50¢ per net ton where payment is made within ten days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

MAXIMUM AUTHORIZED SERVICE CHARGES

Special service rendered at the request of the purchaser:

"Carry" or "wheel"	50¢ per net ton. 30¢ per net ½ ton. 20¢ per net ¼ ton.
Carrying upstairs or downstairs, for each full flight above or below the ground floor. This charge shall be in addition to any charge for "carry" or "wheel."	25¢ per net ton. 15¢ per net ½ ton. 10¢ per net ¼ ton.
For deliveries involving hauling beyond five miles from dealer's yard.	15¢ per net ton for each mile or fraction thereof beyond five miles from dealer's yard.

(2) *Yard sales. For sales of anthracite of the sizes and in the quantities specified to dealers and to consumers.*

Size	To dealers (per net ton)	To consumers: Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. (for sales of 100 lbs. or more but less than ¼ ton)	Per 50 lb. paper bags
Broken, egg, stove, nut	$12.05	$14.00	$7.25	$3.85	$0.80	$0.45
Pea	10.20	12.00	6.25	3.35	.70	.40
Buckwheat	8.55	10.55	5.55	3.00	------	------
Rice	7.60	9.20	4.85	2.65	------	------
Barley	6.60	8.20	4.35	2.40	------	------
Screenings	3.00	3.00	------	------	------	------

Required discounts. You shall deduct from the prices set forth in table (2) of this schedule, on sales to consumers of all sizes except screenings, in quantities of one ton or more, a discount of 50¢ per net ton where payment is made within ten days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

(h) *Schedule V.* Schedule V establishes specific maximum prices for certain sizes of anthracite in certain specific quantities, delivered to or at any point within Zone 5. There is a separate table of prices for "direct-delivery" sales and "yard sales".

(1) *Sales on a "direct-delivery" basis—* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. (for sales of 100 lbs. or more, but less than ¼ ton)
Broken, egg, stove, nut	$14.60	$7.70	$4.00	$0.85
Pea	12.80	6.80	3.55	.75
Buckwheat	10.65	5.75	3.00	------
Rice	9.35	5.10	2.70	------
Barley	8.35	4.60	2.45	------
Screenings	4.00	------	------	------

Required discounts. You shall deduct from the prices set forth in table (1) of this schedule, on sales and deliveries of all sizes except screenings, in quantities of one ton or more, a discount of 50¢ per net ton where payment is made within fifteen days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

MAXIMUM AUTHORIZED SERVICE CHARGES

Special service rendered at the request of the purchaser:

Carrying upstairs or downstairs, for each full flight above or below the ground floor.	50¢ per net ton. 25¢ per net ½ ton. 15¢ per net ¼ ton.
For deliveries involving hauling beyond five miles from dealer's yard.	50¢ per net ton for each five miles or fraction thereof beyond five miles from dealer's yard.

(2) *Yard sales—for sales of anthracite of the sizes and in the quantities specified:*

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. (for sales of 100 lbs. or more, but less than ¼ ton)
Broken, egg, stove, nut	$13.10	$6.95	$3.65	$0.75
Pea	11.30	6.05	3.20	.65
Buckwheat	9.15	5.00	2.65	-------
Rice	7.85	4.35	2.30	-------
Barley	6.85	3.85	2.05	-------
Screenings	3.00	------	------	-------

(i) *Schedule VI.* Schedule VI establishes specific maximum prices for certain sizes of anthracite in certain specific quantities, delivered to or at any point within Zone 6. There is a separate table of prices for "direct-delivery" sales and "yard sales."

(1) *Sales on a "direct-delivery" basis.*—For sales of Anthracite of the sizes and in the quantities specified:

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. (for sales of 100 lbs. or more, but less than ¼ ton)
Broken, egg, stove, nut	$15.10	$7.85	$4.10	$0.95
Pea	13.55	7.10	3.70	.75
Buckwheat	11.15	5.90	3.10	-------
Rice	10.10	5.35	2.85	-------
Barley	9.10	4.85	2.60	-------
Screenings	4.00	------	------	-------

Required discounts. You shall deduct from the prices set forth in table (1) of this schedule, on sales and deliveries of all sizes except screenings, in quantities of one ton or more, a discount of 75¢ per net ton where payment is made within ten days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

MAXIMUM AUTHORIZED SERVICE CHARGES

Special service rendered at the request of the purchaser:	
Carrying upstairs or downstairs, for each full flight above or below the ground floor.	50¢ per net ton. 25¢ per net ½ ton. 15¢ per net ¼ ton.
For deliveries involving hauling beyond five miles from dealer's yard.	50¢ per net ton for each five miles or fraction thereof beyond five miles from dealer's yard.

(2) *Yard sales.—For sales of anthracite of the sizes and in the quantities specified.*

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. (for sales of 100 lbs. or more, but less than ¼ ton)
Broken, egg, stove, nut	$13.85	$7.25	$3.75	$0.75
Pea	12.30	6.45	3.40	.65
Buckwheat	9.90	5.25	2.80	-------
Rice	8.85	4.75	2.50	-------
Barley	7.85	4.25	2.25	-------
Screenings	3.00	------	------	-------

(j) *Schedule VII.* Schedule VII establishes specific maximum prices for certain sizes of anthracite in certain specific quantities, delivered to or at any point within Zone 7: There is a separate table of prices for "direct-delivery" sales and "yard sales".

(1) *Sales on a "direct-delivery" basis, for sales of anthracite of the sizes and in the quantities specified:*

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. (for sales of 100 lbs. or more, but less than ¼ ton)
Broken, egg, stove, nut	$14.00	$7.30	$3.85	$0.85
Pea	12.10	6.35	3.40	.75
Buckwheat	10.40	5.50	2.95	-------
Rice	9.50	5.05	2.75	-------
Barley	8.50	4.55	2.50	-------
Screenings	4.00	------	------	-------

Required discounts. You shall deduct from the prices set forth in table (1) of this schedule, on sales and deliveries of all sizes except screenings, in quantities of one ton or more, a discount of 50¢ per net ton where payment is made within fifteen days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

MAXIMUM AUTHORIZED SERVICE CHARGES

Special service rendered at the request of the purchaser:	
Carrying upstairs or downstairs, for each full flight above or below the ground floor.	50¢ per net ton. 25¢ per net ½ ton. 15¢ per net ¼ ton.
For deliveries involving hauling beyond five miles from dealer's yard.	50¢ per net ton for deliveries beyond five miles and up to ten miles from the dealer's yard; $1.00 per net ton for deliveries beyond ten miles from the dealer's yard.

(2) *Yard sales. For sales of anthracite of the sizes and in the quantities specified to dealers and to consumers:*

Size	To dealers (Per net ton)	To consumers: Per net ton	To consumers: Per net ½ ton	To consumers: Per net ¼ ton	To consumers: Per 100 lbs. (for sales of 100 lbs. or more, but less than ¼ ton)
Broken, egg, stove, nut	$11.55	$12.50	$6.55	$3.50	$0.75
Pea	9.60	10.60	5.60	3.00	.65
Buckwheat	7.95	8.90	4.75	2.60	-------
Rice	7.00	8.00	4.30	2.35	-------
Barley	6.00	7.00	3.80	2.10	-------
Screenings	3.00	3.00	------	------	-------

Required discounts. You shall deduct from the prices set forth in table (2) of this schedule, on sales and deliveries to dealers, for all sizes except screenings, the following discounts where payment is made within fifteen days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

Size:	Per net ton
Broken, egg, stove, nut	$.15
Pea and buckwheat	.10
Rice and barley	.06

(k) *Schedule VIII.* Schedule VIII establishes specific maximum prices for certain sizes of anthracite in certain specific quantities, delivered to or at any point within Zone 8. There is a separate table of prices for "direct-delivery" sales and "yard sales".

(1) *Sales on a "direct-delivery" basis—For sales of anthracite of the sizes and in the quantities specified:*

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. (for sales of 100 lbs. or more, but less than ¼ ton)
Broken, egg, stove, nut	$14.60	$7.70	$3.90	$0.90
Pea	13.05	6.90	3.50	.80
Buckwheat	10.35	5.55	2.85	-------
Rice	9.60	5.20	2.65	-------
Barley	8.60	4.70	2.40	-------
Screenings	4.00	------	------	-------

Required discounts. You shall deduct from the prices set forth in table (1) of this schedule, on sales and deliveries of all sizes except screenings, in quantities of one ton or more, a discount of 50¢ per net ton where payment is made within fifteen days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

MAXIMUM AUTHORIZED SERVICE CHARGES

Special service rendered at the request of the purchaser:	
"Carry" or "Wheel" (except for sales amounting to less than one ton).	50¢ per net ton.
For deliveries involving hauling beyond five miles from dealer's yard.	50¢ per net ton for deliveries beyond five miles from dealer's yard.

(2) *Yard sales—For sales of anthracite of the sizes and in the quantities specified:*

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. (for sales of 100 lbs. or more, but less than ¼ ton)
Broken, egg, stove, nut	$13.60	$7.20	$3.65	$0.80
Pea	12.05	6.40	3.25	.70
Buckwheat	9.35	5.05	2.60	-------
Rice	8.60	4.70	2.40	-------
Barley	7.60	4.20	2.15	-------
Screenings	3.00	------	------	-------

(l) *Schedule IX.* Schedule IX establishes specific maximum prices for certain sizes of anthracite in certain specific quantities delivered to or at any point within Zone 9. There is a separate table of prices for "Direct-Delivery" sales and "yard sales".

(1) *Sales on a "direct-delivery" basis—For sales of anthracite of the sizes and in the quantities specified:*

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. (for sales of 100 lbs. or more but less than ¼ ton)
Broken, egg, stove, nut	$14.10	$7.25	$3.75	$0.90
Pea	12.55	6.50	3.35	.80
Buckwheat	10.40	5.40	2.80	-------
Rice	9.60	5.00	2.60	-------
Barley	3.60	4.50	2.35	-------
Screenings	4.00	------	------	-------

Required discounts. You shall deduct from the prices set forth in table (1) of this Schedule, on sales and deliveries of all sizes except screenings, in quantities of one ton or more, a discount of $1.00 per net ton where payment is made within fifteen days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

MAXIMUM AUTHORIZED SERVICE CHARGES

Special service rendered at the request of the purchaser:	
"Carry" or "Wheel" (except for sales amounting to less than one ton).	50¢ per net ton.
Carrying upstairs or downstairs, for each full flight above or below the ground floor. This charge shall be made in addition to any charge for "carry" or "wheel".	20¢ per net ½ ton. 15¢ per net ¼ ton.
For deliveries involving hauling beyond five miles from dealer's yard.	50¢ per net ton for each five miles or fraction thereof beyond five miles from dealer's yard.

(2) *Yard sales for sales of anthracite of the sizes and in the quantities specified:*

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. (for sales of 100 lbs. or more, but less than ¼ ton)
Broken, egg, stove, nut	$12.60	$6.50	$3.35	$0.80
Pea	11.05	5.75	2.95	.70
Buckwheat	8.90	4.65	2.45	-------
Rice	8.10	4.25	2.25	-------
Barley	7.10	3.75	2.00	-------
Screenings	3.00	------	------	-------

(m) *Schedule X.* Schedule X establishes specific maximum prices for certain sizes of anthracite in certain specific quantities, delivered to or at any point within Zone 10. There is a seperate table of prices for "direct-delivery" sales and "yard sales".

(1) *Sales on a "direct-delivery" basis—For sales of anthracite of the sizes and in the quantities specified.*

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. (for sales of 100 lbs. or more but less than ¼ ton)
Broken, egg, stove, nut	$13.90	$7.35	$3.75	$0.90
Pea	12.05	6.40	3.25	.80
Buckwheat	10.20	5.50	2.80	-------
Rice	9.15	4.95	2.55	-------
Barley	8.15	4.45	2.30	-------
Screenings	4.00	------	------	-------

Required discounts. You shall deduct from the prices set forth in table (1) of this schedule, on sales and deliveries of all sizes except screenings, in quantities of one ton or more, a discount of 50¢ per net ton where payment is made within fifteen days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

MAXIMUM AUTHORIZED SERVICE CHARGES

Special service rendered at the request of the purchaser:	
"Carry" or "Wheel" (except for sales amounting to less than one ton).	50¢ per net ton.
Carrying upstairs or downstairs, for each full flight above or below the ground floor (except for sales amounting to less than one ton). This charge shall be in addition to any charge for "carry" or "wheel".	25¢ per net ton.
For deliveries involving hauling beyond five miles from dealer's yard.	50¢ per net ton for each five miles or fraction thereof beyond five miles from dealer's yard.

(2) *Yard sales, for sales of anthracite of the sizes and in the quantities specified.*

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. (for sales of 100 lbs. or more, but less than ¼ ton)
Broken, egg, stove, nut	$12.90	$6.85	$3.50	$0.80
Pea	11.05	5.90	3.00	.70
Buckwheat	9.20	5.00	2.55	-------
Rice	8.15	4.45	2.30	-------
Barley	7.15	3.95	2.05	-------
Screenings	3.00	------	------	-------

(n) *Schedule XI.* Schedule XI establishes specific maximum prices for certain sizes of anthracite in certain specific quantities, delivered to or at any point within Zone 11. There is a separate table of prices for "direct-delivery" sales and "yard sales".

(1) *Sales on a "direct" or a "direct-delivery" basis for sales of anthracite of the sizes and in the quantities specified.*

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. (for sales of 100 lbs. or more, but less than ¼ ton)
Broken, egg, stove, nut	$14.45	$7.75	$3.85	$0.85
Pea	12.30	6.65	3.35	.75
Buckwheat	10.65	5.85	2.90	-------
Rice	9.35	5.45	2.70	-------
Barley	8.85	4.95	2.45	-------
Screenings	4.00	-------	-------	-------

Required discounts. You shall deduct from the prices set forth in table (1) of this schedule, on sales and deliveries of all sizes except screenings, in quantities of one ton or more, a discount of 75¢ per net ton where payment is made C. O. D. Nothing in this subparagraph requires you to sell on other than a cash basis.

MAXIMUM AUTHORIZED SERVICE CHARGES

Special service rendered at the request of the purchaser:
For deliveries involving hauling beyond 2½ miles from dealer's yard. — 10¢ per net ton for each mile or fraction thereof beyond 2½ miles from dealer's yard.

(2) *Yard sales for sales of anthracite of the sizes and in the quantities specified.*

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. (for sales of 100 lbs. or more, but less than ¼ ton)
Broken, egg, stove, nut	$13.20	$7.10	$3.55	$0.75
Pea	11.05	6.05	3.00	.65
Buckwheat	9.40	5.20	2.60	-------
Rice	8.60	4.80	2.40	-------
Barley	7.60	4.30	2.15	-------
Screenings	3.00	-------	-------	-------

(o) *Commingling.* If you sell one size of anthracite, commingled with another size of anthracite, your maximum price for the combination shall be the maximum price established in this order for the smallest of the sizes so commingled, whether the sale be a "direct-delivery" sale or "yard sale", except in the following situation. Where a purchaser requests that two or more sizes of anthracite be commingled in one delivery, then, and in that event, if those sizes are separately weighed at the point of loading, the dealer may commingle those sizes in the truck or other vehicle in which the delivery is made. The price for anthracite so commingled shall be calculated on the basis of the applicable per net ton price for each size in the combination, and the invoice shall separately state the price, so determined, for the quantity of each size in the combination.

(p) *Ex parte 148--Freight Rate Increase.* Since the Ex Parte 148 Freight Rate Increase has been rescinded by the Interstate Commerce Commission, dealers' freight rates are the same as those of December 1941. Therefore, you may not increase any Schedule price on account of freight rates.

(q) *Addition of increase in suppliers' maximum prices prohibited.* You may not increase the specific maximum prices established by this order to reflect, in whole or in part, any subsequent increase to you in your supplier's maximum price for the same fuel. The specific maximum prices already reflect increases to you in your supplier's maximum prices occurring up to the effective date of this order. If increases in your supplier's maximum prices should occur after such date, as the result of any amendment to or revision of a maximum price regulation issued by the Office of Price Administration governing sales and deliveries made by such suppliers, the Regional Administrator will, if he then deems it to be warranted, take appropriate action to amend this order to reflect such increases.

(r) *Taxes.* If you are a dealer subject to this order you may collect, in addition to the specific maximum prices established herein, provided you state it separately, the amount of the Federal tax upon the transportation of property imposed by Section 620 of the Revenue Act of 1942 actually paid or incurred by you, or an amount equal to the amount of such tax paid by any of your prior suppliers and separately stated and collected from you by the supplier from whom you purchased. On sales to the United States or any agency thereof, or to the State of New York or any political subdivision thereof, you need not state this tax separately.

(s) *Adjustable pricing.* You may not make a price adjustable to a maximum price which will be in effect at some time after delivery of the anthracite has been completed; but the price may be adjustable to the maximum price in effect at the time of delivery.

(t) *Petitions for amendment.* Any person seeking an amendment of any provision of this order any file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1, except that the petition shall be filed with the Regional Administrator and acted upon by him.

(u) *Right of amendment or revocation.* The Regional Administrator or the Price Administrator may amend, revoke or rescind this order, or any provision thereof, at any time.

(v) *Applicability of other regulations.* If you are a dealer subject to this order, you are governed by the licensing provisions of Licensing Order 1. Licensing Order 1 provides, in brief, that a license is required of all persons making sales for which maximum prices are established. A license is automatically granted. It is not necessary to apply for the license. The license may be suspended for violations in connection with the sale of any commodity for which maximum prices are established. If your license is suspended, you may not sell any such commodity during the period of suspension.

(w) *Records.* If you are a dealer subject to this order, you shall preserve, keep, and make available for examination by the Office of Price Administration, a record of every sale of anthracite hereunder, showing the date, the name and address of the buyer, if known, the per net ton price charged, and the solid fuel sold. The solid fuel shall be identified in the manner in which it is described in the order. The record shall also state separately each service rendered and the charge made for it.

(x) *Posting of maximum prices sales slips and receipts.* (1) If you are a dealer subject to this order, you shall post all your maximum prices (as set forth in the applicable schedule or schedules of this order) in your place of business in a manner plainly visible to and understandable by the purchasing public.

(2) If you are a dealer subject to this order, you shall, except for a sale of less than one-half ton, give each purchaser a sales slip or receipt showing your name and address, the kind, size, and quantity of the anthracite sold to him, the date of the sale or delivery and the price charged, separately stating the amount, if any, of the required discounts which must be deducted from, and the authorized service charges and the taxes, which may be added to, the specific maximum prices prescribed herein.

In the case of all other sales, you shall give each purchaser a sales slip or receipt containing the information described in the foregoing paragraph, if requested by such purchaser or if, during December 1941, you customarily gave purchasers such sales slips or receipts.

(y) *Enforcement.* (1) Persons violating any provision of this order are subject to civil and criminal penalties, including suits for treble damages, provided for by the Emergency Price Control Act of 1942, as amended.

(2) Persons who have any evidence of any violation of this order are urged to communicate with the Albany District Office of the Office of Price Administration, or with the Price Panel of the appropriate War Price and Rationing Board.

(z) *Definitions and explanations.* When used in this Order No. G-37, the term:

(1) "Person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political sub-divisions, or any agency of any of the foregoing.

(2) "Sell" incdludes sell, supply, dispose, barter, exchange, lease, transfer, and deliver, and contracts and offers to do any of the foregoing. The terms "sale", "selling", "sold", "seller", "buy", "purchase", and "purchaser" shall be construed accordingly.

(3) "Dealer" means any person selling anthracite of the sizes set forth in the Schedules herein, and does not include a producer or distributor making sales at or from a mine, a preparation plant operated as an adjunct of any mine, or a briquette plant.

(4) "Pennsylvania anthracite" means all coal produced in the Lehigh, Schuylkill and Wyoming regions in the Commonwealth of Pennsylvania.

(5) The sizes of "Pennsylvania anthracite" described as broken, egg, stove, nut, pea, buckwheat, rice, barley, and screenings shall refer to the same sizes of the same fuel as were sold and delivered in the State of New York—Coal Area VI with such designations during December 1941. Under no circumstances, however, shall the anthracite contain an ash content in excess of the limits specified by Amendment No. 1 to Solid Fuels Administration for War Regulation No. 9.

"Screenings A" are screenings derived from the primary or initial screening of egg, stove, nut, pea, and buckwheat sizes of anthracite, before any of these sizes have been reclaimed from screenings.

"Screenings B" are the resultant screenings after buckwheat and larger sizes of anthracite have been reclaimed from "Screenings A".

(6) "Direct delivery' means delivery to the buyers bin or storage space.

(7) "Carry" and "wheel" refer to the movement of coal to buyer's bin or storage space in baskets or other containers, or by wheelbarrow or barrel, from seller's truck or vehicle, or from the point nearest and most accessible to the buyer's bin or storage space at which the coal is discharged from seller's truck in the course of "direct delivery".

(8) "Yard sales" means sales accompanied by physical transfer to the buyer's truck or vehicle at the yard, dock, barge, car, or at a place of business of the seller other than at seller's truck or vehicle.

(9) Except as otherwise provided herein, or as the context may otherwise require, the definitions set forth in §§ 1340.255 and 1340.266 of Revised Maximum Price Regulation No. 122 shall apply to terms used herein.

(a) (1) *Effect of order on revised maximum Price Regulation No. 122.* This order shall supersede Revised Maximum Price Regulation No. 122, except as to any sales or deliveries of solid fuels not specifically subject to this order.

NOTE: The record-keeping requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Effective date. This order shall become effective July 1, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7671 and E.O. 9328, 8 F.R. 4681)

Issued this 17th day of June 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44-9706; Filed, July 1, 1944; 4:37 p. m.]

[Region V Order G-3 Under MPR 333]

EGGS AND EGG PRODUCTS IN STATE OF LOUISIANA

Order No. G-3 under Maximum Price Regulation No. 333, § 1429.63. Eggs and egg products. Modification of prices in certain named parishes in the State of Louisiana.

For the reasons set forth in the opinion issued simultaneously herewith, and under the authority granted the Regional Administrator, Region V, by § 1429.63 of Maximum Price Regulation No. 333, as amended, *It is hereby ordered,* That:

(a) Any person selling and delivering AA, A or B Consumer Grades of shell eggs to any person located in any of the parishes of East Baton Rouge, Jefferson, Orleans or Plaquemines in the State of Louisiana, the maximum price for which eggs are required to be computed by the use of the prices set forth for grades A and B in Table A of Maximum Price Regulation No. 333, may, in lieu of the prices set forth for grades A and B in Table A of Maximum Price Regulation No. 333, use the following prices:

TABLE A

Maximum base prices are in cents per dozen for large retail grades and are weekly prices beginning on Monday and extending through the following Sunday.

	1944—Week beginning—												
	June	July—				August—				September—			
	26	3	10	17	24	31	7	14	21	28	4	11	18	25
Grade A—Large	45	46	47	48	49	50	51	52	52	53	54	55	56	57
Grade B—Large	42	42	43	44	44	45	46	46	46	47	47	47	47	48

	1944—Week beginning—												
	October—					November—				December—			
	2	9	16	23	30	6	13	20	27	4	11	18	25
Grade A—Large	58	58	59	59	59	58	57	56	55	53	53	52	51
Grade B—Large	49	49	49	49	50	50	50	50	49	48	48	48	48

(b) Any person selling and delivering any AA, A or B Consumer Grades of shell eggs to any person located in any of the above named parishes in the State of Louisiana must subtract from the prices set forth in paragraph (a) above all deductions required by Maximum Price Regulation No. 333 in computing a maximum price for the particular sale, and any person selling and delivering any AA, A or B Consumer Grades of shell eggs to any person located in any of the above named parishes in the State of Louisiana in computing a maximum price for the particular sale may add to the prices set forth in paragraph (a) above any additions permitted by Maximum Price Regulation No. 333 (included among these additions, without limiting the additions, is the addition for Consumer Grade AA shell eggs provided in § 1429.67 (g) (2) of Maximum Price Regulation No. 333), except:

1. The 1½¢ per dozen Miami price differential provided for in Maximum Price Regulation No. 333 may not be added to the prices set forth in paragraph (a) above.

2. The "transportation factor" provided in Maximum Price Regulation No. 333 need not be deducted from the prices set forth in paragraph (a) above.

(c) Any person selling Procurement Grades of shell eggs for delivery to the United States or any agency thereof in any of the parishes of East Baton Rouge, Jefferson, Orleans or Plaquemines, in the State of Louisiana, the maximum price for which eggs are required to be computed by the use of prices set forth for United States Procurement Grades I and II in Table C of Maximum Price Regulation No. 333, may, in lieu of the prices set forth for Procurement Grades I and II in Table C of Maximum Price Regulation No. 333, use the following prices:

TABLE C

Maximum base prices are in cents per dozen and are weekly prices beginning on Monday and extending through the following Sunday.

	1944—Week beginning—									
	June	July—					August—			
	26	3	10	17	24	31	7	14	21	28
Procurement:										
Grade I	44.5	43.5	46.5	47.5	48.5	49.5	50.5	51.5	51.5	52.5
Grade II	43.8	44.5	45.5	46.5	47.3	48.3	49.3	50.0	50.0	51.0

	1944—Week beginning—								
	September—				October—				
	4	11	18	25	2	9	16	23	30
Procurement:									
Grade I	53.5	54.5	55.5	56.5	57.5	57.5	58.5	58.5	58.5
Grade II	51.8	52.5	53.3	54.3	55.3	55.3	56.0	56.0	56.3

	1944—Week beginning—							
	November—				December—			
	6	13	20	27	4	11	18	25
Procurement:								
Grade I	57.5	56.5	55.5	54.5	52.5	52.5	51.5	50.5
Grade II	55.5	54.8	54.0	53.0	51.3	51.3	50.5	49.8

(d) Any person selling United States Procurement Grades I and II shell eggs for delivery to the United States or any agency thereof in any of the above named parishes in the State of Louisiana must subtract from the prices set forth in paragraph (c) above all deductions required by Maximum Price Regulation No. 333 in computing a maximum price for the particular sale, and any person selling United States Procurement Grades I and II shell eggs for delivery to the United States or any agency thereof in any of the above named parishes in the State of Louisiana in computing the maximum prices for the particular sale may add to the prices set forth in paragraph (c) above any additions permitted by Maximum Price Regulation No. 333, except:

1. The 1½¢ per dozen Miami price differential provided for in Maximum Price Regulation No. 333 may not be added to the prices set forth in paragraph (c) above.

2. The 'transportation factor' provided in Maximum Price Regulation No. 333 need not be deducted from the prices set forth in paragraph (c) above.

(e) Unless the context otherwise requires the definitions set forth in Maximum Price Regulation No. 333, as amended, shall apply to all the terms used herein.

(f) This order is subject to revocation or amendment, by the Office of Price Administration, at any time hereafter, either by Special Order or by any Price Regulation issued hereafter, or by any Amendment or Supplement hereafter issued to any Price Regulation, the provisions of which may be contrary hereto.

(g) This order shall become effective Monday, June 26, 1944, and shall expire, unless sooner terminated or amended, midnight December 31, 1944.

Issued at Dallas, Texas, this the 21st day of June 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681, and 9 F.R. 408)

MAX MCCULLOUGH,
Regional Administrator.

[F. R. Doc. 44-9709; Filed, July 1, 1944; 4:38 p. m.]

[Spokane Order 8 B Under MPR 426]

APRICOTS IN SPOKANE, WASH., AREA

Order No. 8-B under section 8 (a) (7) of Maximum Price Regulation No. 426, as amended. Apricots.

For the reasons set forth in an opinion issued simultaneously herewith, and under authority vested in the District Director of the Spokane District Office by section 8 (a) (7) of Maximum Price Regulation No. 426, as amended, and by Order of Delegation No. 35 issued under said section by the San Francisco Regional Office, Region VIII, of the Office of Price Administration, *It is hereby ordered:*

With respect to the commodity described in line (a) of Table X, there is set forth in said table in line (b), the basing point; in line (c), the wholesale receiving point; in line (d), the method of transportation which is hereby determined to be the cheapest method of transportation which is customary and generally available from said basing point to said wholesale receiving point; and in line (e), the freight rate per cwt. by said method (d) between points. With respect to the units of sale of said commodity set forth in the respective vertical columns of said Table X, there is also set forth in said table in line (f), the freight charge by said method (d) from said basing point to said wholesale receiving point; in line (g), the basing-point cost; in line (h), the charge, if any, allowable for protective services in connection with such transportation; and in line (i), the maximum price chargeable for said commodity in said wholesale receiving point.

TABLE X

(a) Commodity: Apricots (graded and packed).
(b) Basing point: Yakima, Washington.
(c) Wholesale receiving point: Spokane, Washington.
(d) Method of transportation: L. C. L.
(e) Freight rate by Method (d) from basing point to wholesale receiving point, $0.59 per cwt.

	Per unit of sale—	
	Per lug of 18 lbs. gross	Per lb.
(f) Freight charge by Method (d)	$0.106	
(g) Basing-point cost	1.15	
(h) Protective services		
(i) Maximum price in wholesale receiving point (sum of "f," "g," and "h")	1.256	.697

This order shall become effective June 27, 1944, and may be revoked, amended, or corrected at any time.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 23d day of June 1944.

DAVE S. COHN,
District Director.

[F. R. Doc. 44-9707; Filed, July 1, 1944; 4:37 p. m.]

RAILROAD RETIREMENT BOARD.

[Jurisdictional Docket 28]

COLORADO FUEL & IRON CORPORATION

NOTICE OF HEARING

Status under Railroad Unemployment Insurance Act of individuals employed as members of engine crews and switch crews in switching operations for the blast furnace department and the open hearth department of the Colorado Fuel & Iron Corporation (and its predecessor, the Colorado Fuel & Iron Company).

Pursuant to order of the General Counsel of the Railroad Retirement Board, dated June 3, 1944, reopening for further consideration and proceedings pursuant to Regulations, Part 319, of the Railroad Retirement Board (20 Code Fed. Reg., Cum. Supp., Part 319), all issues determined by his opinion of January 19, 1944, L-44-28, relating to the status under the Railroad Unemployment Insurance Act of individuals employed as members of engine crews and switch crews in switching operations for the Blast Furnace Department and the Open Hearth Department of The Colorado Fuel & Iron Corporation (and its predecessor, The Colorado Fuel & Iron Company), and appointing me to serve as examiner for the conduct of such proceedings, notice is hereby given that a hearing will be held Wednesday, July 19, 1944, at 10:00 a. m. in Room 312, United States Post Office Building, Pueblo, Colorado, on the question whether such individuals, with respect to their service as members of engine crews and switch crews in switching operations for the Blast Furnace Department and the Open Hearth Department of The Colorado Fuel & Iron Corporation (and its predecessor, The Colorado Fuel & Iron Company), have been "employees" within the meaning of the Railroad Unemployment Insurance Act.

The Colorado & Wyoming Railway Company, The Colorado Fuel & Iron Corporation, the individuals who have been denied benefits on the basis of pay earned in the above-described switching operations, and all other parties properly interested may participate in the hearing and will be afforded an opportunity to present evidence and to make arguments before the examiner.

In preparation for, and in the conduct of, said hearing, the examiner is authorized to require and compel the attendance of witnesses, administer oaths, take testimony, and make all necessary investigations. A record will be kept of all evidence presented, orally or in writing, at said hearing. The evidence presented orally will be under oath. The examiner may require that copies of all exhibits admitted in evidence at the hearing be furnished by the party offering the same to all other parties participating or entering an appearance in the proceeding.

PAUL M. JOHNSON,
Examiner.

[F. R. Doc. 44-9635; Filed, June 30, 1944; 4:27 p. m.]

SECURITIES AND EXCHANGE COMMISSION.

COMMUNITY GAS AND POWER CO., ET. AL.

[File Nos. 54-68, 59-55]

NOTICE OF FILING OF APPLICATION FOR EXTENSION OF TIME

At a regular session of the Securities and Exchange Commission held at its office in the City of Philadelphia, Pa., on the 30th day of June A. D. 1944.

In the matter of Community Gas and Power Company, American Gas and Power Company, File No. 54-68; Community Gas and Power Company, American Gas and Power Company, and the subsidiary companies thereof, respondents, File No. 59-55.

The Commission, having entered its order herein (File No. 59-55) on July 2, 1943, pursuant to section 11 (b) of the Public Utility Holding Company Act of 1935, directing, among other things, that American Gas and Power Company dispose of its interests in Birmingham Gas Company, Savannah Gas Company, Jacksonville Gas Company, St. Augustine Gas Company, Bangor Gas Company, Lowell Gas Light Company, and American Utilities Associates; that the corporate existence of Community Gas and Power Company be terminated and that said company be liquidated and dissolved; that the existence of American Utilities Associates be terminated and that American Utilities Associates be liquidated and dissolved; and that American Gas and Power Company change its capital structure into a capital structure consisting of one class of stock, namely, common stock;

Notice is hereby given that on June 13, 1944, Community Gas and Power Company and American Gas and Power Company filed an application herein requesting the entry of an order by this Commission under section 11 (c) of the Act, extending for one year the time within which to comply with said Order dated July 2, 1943. All interested persons are referred to said application, which is on file in the office of the Commission, for a statement of the grounds upon which such extension of time is requested.

It appearing to the Commission that it is appropriate in the public interest and in the interests of investors and consumers that a hearing be held for the purpose of considering said application,

It is ordered, That a hearing on such matters under the applicable provisions of the act and rules of this commission thereunder be held on July 14, 1944, at 10:00 a. m., e. w. t., at the offices of the Commission, 18th and Locust Streets, Philadelphia, Pennsylvania. On such day the hearing room clerk in Room 318 will advise as to the room where such hearing will be held.

It is further ordered, That William W. Swift, or any officer or officers of the Commission designated by it for that purpose, shall preside at the hearing in such matters. The officer so designated to preside at any such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of said act and to a trial examiner under the Commission's rules of practice.

It is further ordered, That without limiting the scope of the issues presented by such application, particular attention will be directed at the hearing to (1) whether the applicants have exercised due diligence to comply with the Commission's Order of July 2, 1943, and (2) whether an extension of time of one year, or of any shorter period, for compliance with said order is necessary or appropriate in the public interest or for the protection of investors or consumers.

It is further ordered, That notice of said hearing is hereby given to Community Gas and Power Company, American Gas and Power Company and their subsidiary companies and to all interested persons; said notice to be given to Community Gas and Power Company and American Gas and Power Company by registered mail, and to all other persons by publication of this notice and order in the FEDERAL REGISTER and by a general release of this Commission distributed to the press and mailed to the mailing list for releases issued under the Public Utility Holding Company Act of 1935.

It is requested that any person desiring to be heard in these proceedings shall file with the Secretary of this Commission on or before July 10, 1944, an appropriate request or application to be heard, as provided by Rule XVII of the Commission's rules of practice.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 44-9643; Filed, July 1, 1944; 10:56 a. m.]

[File No. 54-89]

THE UNITED CORPORATION

NOTICE OF FILING OF AMENDMENT AND ORDER REOPENING RECORD AND RECONVENING HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 30th day of June 1944.

Notice is hereby given that The United Corporation ("United"), a registered holding company, has filed an amendment to the plan heretofore submitted under section 11 (e) of the Public Utility Holding Company Act of 1935 for the purpose of effectuating compliance with section 11 (b) of said act:

All interested persons are referred to said amendment, designated as Amendment No. 2, on file in the offices of the Commission for a statement of the transactions now proposed, which may be summarized as follows:

Under the plan as heretofore filed and as more fully set forth in Holding Company Act Release No. 4870, United had proposed to offer to exchange for an outstanding share of its $3 Cumulative Preference Stock, and any and all claims to accrued and unpaid dividends thereon, up to and including 1,244,356 shares of such stock, the following:

(a) 1½ shares of the common stock of Philadelphia Electric Company;
(b) ¼ share of the common stock of Delaware Power & Light Company; and
(c) $3.75 in cash.

Under the provisions of Amendment No. 2 to said plan, in lieu of the foregoing securities and cash, United now proposes to offer to exchange for an outstanding share of its $3 Cumulative Preference Stock, and any and all claims to accrued and unpaid dividends thereon, up to and including 1,123,374 shares of such stock, the following:

(a) 1⅗ shares of the common stock of Philadelphia Electric Company; and
(b) $5 in cash.

Hearings having been held with respect to the plan as heretofore proposed and the record closed on May 5, 1944, and said Amendment No. 2 having been filed prior to consideration by the Commission of the record heretofore made, and the Commission deeming it appropriate that a further hearing be held with respect to the amended provisions of said plan;

It is ordered, That the record in this matter be reopened for the purpose of considering the provisions of said amendment;

It is further ordered, That a hearing be held on July 17, 1944, at 11 a. m., e. w. t., at the office of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia, Pennsylvania, in

such room as may be designated on that day by the hearing room clerk in Room 318.

It is further ordered, That Richard Townsend, or any other officer or officers of the Commission designated by it for that purpose, shall preside at the hearing above ordered. The officer so designated to preside at such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of the act and to a trial examiner under the Commission's rules of practice.

It is further ordered, That notice of said hearing be given to The United Corporation by mailing a copy of this notice and order forthwith by registered mail, and that notice be given to all other persons by a general release of this Commission distributed to the press and mailed to the mailing list for releases under the act, and by publication of this notice and order in the FEDERAL REGISTER.

It is further ordered, That any person desiring leave to be heard or otherwise wishing to participate in this proceeding shall notify the Commission on or before July 13, 1944 in the manner provided by Rule XVII of the Commission's rules of practice.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-9644; Filed, July 1, 1944; 10:57 a. m.]

[File Nos. 70-911, 70-912, 70-913]

ARKANSAS-MISSOURI POWER CORP., ET AL.

NOTICE OF FILING AND ORDER FOR AND CONSOLIDATION OF HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 29th day of June, A. D. 1944.

In the matters of Arkansas-Missouri Power Corporation, File No. 70-911; John E. Dwyer, trustee of the estate of Inland Power & Light Corporation, File No. 70-912; and Central States Edison, Inc., File No. 70-913.

Notice is hereby given that Arkansas-Missouri Power Corporation (Arkansas) and John E. Dwyer, Trustee of the Estate of Inland Power & Light Corporation (Inland), both registered holding companies, and Central States Edison, Inc. (Central), also a registered holding company, have filed with this Commission applications and declarations pursuant to sections 6, 7, 9, 10, 11, and 12 and Rules U-44 and U-45 and any other applicable sections of the act or rules thereunder. The applications and declarations concern the acquisition by Central of Inland's investment in its subsidiary, Missouri Edison Company (Missouri Edison), the acquisition by Missouri Edison of Arkansas' investment in its subsidiary, East Missouri Power Company (East Missouri), the contribution by Central of its investment on its subsidiary, Gasconade Power Company (Gasconade), to Missouri Edison, and the acquisition by Missouri Edison of the physical properties and other assets of East Missouri and Gasconade.

All interested persons are referred to said documents, which are on file in the offices of this Commission, for a full statement of the transactions therein proposed, which are summarized below:

1. Central proposes to purchase and Inland proposes to sell 2,400 shares of common stock (all such outstanding shares) of Missouri Edison for $290,481.61, subject to certain closing adjustments, and subject also to the transfer to Inland of any balance remaining in a certain tax escrow fund ($42,000 at March 31, 1944) after payment of tax liabilities, if any.

2. For the purpose of financing the acquisition of Missouri Edison, Central will cause Gasconade to issue to it a three year, 3% note, dated August 1, 1944, and maturing August 1, 1947, in the principal amount of $300,000 in partial payment of existing note indebtedness of Gasconade to Central, aggregating $476,490.32. Central will sell such note to Continental Bank and Trust Company of New York for the sum of $300,000.

3. Central proposes to contribute to Gasconade $176,490.32, representing the remaining balance of the principal amount of the existing note indebtedness of Gasconade to Central and to contribute to Missouri Edison its entire investment in Gasconade which will then consist of the common stock of Gasconade (954 shares of no par value). Thereafter, Gasconade will liquidate and Missouri Edison will acquire all its physical properties and other assets subject to its liabilities.

4. Missouri Edison proposes to purchase (under an assigned contract of purchase between Central and Arkansas) and Arkansas to sell (a) 14,547 shares of common stock (all such outstanding shares) of East Missouri for $600,000 and (b) a $30,000 open account indebtedness of East Missouri to Arkansas for $30,000, subject to certain closing adjustments. Thereafter, East Missouri will be liquidated and Missouri Edison will acquire its physical properties and other assets, subject to its liabilities.

5. For the purpose of financing the acquisition of East Missouri, Missouri Edison will issue, under an Indenture supplemental to its present Indenture, and sell, at private sale, to Connecticut Mutual Life Insurance Company, at a price of 105, $582,000 principal amount of 3¾% First Mortgage Bonds, Series B, dated July 1, 1944, and to mature July 1, 1969.

Central has indicated that the above proposed transactions are preliminary steps in a general program whereby Central will become an operating company and cease to be a holding company. The subsequent portion of the contemplated program, approval of which is not sought at this time, includes the acquisition by Central of the physical properties and assets of Missouri Edison, the sale of Natural Gas Service Company, The Sedan Gas Company and Blue Valley Electric Company wholly owned subsidiaries of Central, and the possible issuance of an undetermined amount of preferred stock, not in excess of $550,000, to the extent necessary (a) to redeem the publicly held preferred stock of Missouri Edison and (b) to pay the balance of the $300,000 note indebtedness to be owing to Continental Bank and Trust Company.

It appearing to the Commission that it is appropriate in the public interest and in the interests of investors and consumers that a hearing be held with respect to said matters, and that said declarations shall not become effective or said applications be granted except pursuant to further order of this Commission; and

It further appearing to the Commission that the issues presented by the declarations and applications of Arkansas (File No. 70-911), of Inland (File No. 70-912), and of Central (File No. 70-913) involve common questions of law and fact and should be consolidated and heard together:

It is ordered, That the proceedings in these matters be, and they hereby are, consolidated and that a consolidated hearing under the applicable provisions of the act and rules of the Commission promulgated thereunder be held on July 14, 1944, at 10:00 a. m., e. w. t., at the offices of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia 3, Pennsylvania, in such room as the hearing room clerk in room 318 will at that time advise. All persons desiring to be heard or otherwise wishing to participate in the proceeding shall file with the Commission on or before July 10, 1944, a written request relative thereto, as provided by Rule XVII of the rules of practice of the Commission; and

It is further ordered, That Allen MacCullen or any other officer or officers of the Commission designated by it for that purpose shall preside at the hearing in such matters. The officer so designated to preside at any such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of the act and to a trial examiner under the Commission's rules of practice; and

It is further ordered, That, without limiting the scope of the issues presented by said declarations and applications otherwise to be considered in this proceeding, particular attention will be directed at the hearing to the following matters and questions:

1. Whether the proposed acquisition of Gasconade and East Missouri by Missouri Edison will serve the public interest by tending toward the economical and efficient development of an integrated public utility system or will be detrimental to the carrying out of the provisions of section 11 of the act.

2. Whether the proposed considerations to be received and paid in connection with each of the proposed sales and acquisitions are reasonable and bear a fair relation to the sums invested in or the earning capacity of the assets underlying the securities to be transferred.

3. Whether competitive conditions have been maintained in the negotiations of the proposed acquisitions.

4. Whether the proposed accounting entries on the books of Central and of its subsidiaries conform to the requirements of the act, whether the property accounts of Gasconade, East Missouri, and Missouri Edison, as stated on their respective books, include intangibles, property not used or useful, write-ups, or other inflationary items which should be eliminated or appropriately provided for, and whether the depreciation reserve and the proposed annual provision for maintenance and depreciation are adequate.

5. Whether the proposed issue and sale of securities by Gasconade and Missouri Edison are entitled to an exemption under section 6 (b) of the Act, and, if not, whether such issue and sale of securities meet the requirements of section 7 of the act.

6. Whether it is necessary or appropriate in the public interest or for the protection of investors or consumers to impose terms and conditions in respect of the proposed transactions and, if so, what the terms and conditions should be.

7. Generally, whether the proposed transactions are detrimental to the public interest or to the interests of investors or consumers or will tend to circumvent any provisions of the act or the rules, regulations or orders promulgated thereunder.

It is further ordered, That notice of the hearing aforesaid be given to the declarants and applicants and to the Missouri Public Service Commission and to all other persons; said notice to be given to the declarants and applicants and Missouri Public Service Commission by registered mail and to all persons by general release of this Commission, which shall be distributed to the press and mailed to the mailing list for releases issued under the act, and by publication in the FEDERAL REGISTER.

It is further ordered, That jurisdiction be, and is hereby reserved to separate, whether for hearing in whole or in part, or for disposition in whole or in part, any of the issues, questions or matters hereinbefore set forth or which may arise in this proceeding, or to consolidate with this proceeding other filings or matters pertaining to the subject matter of this proceeding and to take such other action as may appear conducive to an orderly, prompt and economical disposition of the matters involved.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-9645; Filed, July 1, 1944; 10:57 a. m.]

[File No. 43-198]

OKLAHOMA POWER AND WATER CO.

ORDER PERMITTING DECLARATION TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 30th day of June, A. D. 1944.

Oklahoma Power and Water Company, a subsidiary of The Middle West Corporation, a registered holding company, having filed a declaration pursuant to the Public Utility Holding Company Act of 1935 regarding the issuance of $850,000 principal amount of 2% promissory notes due $100,000 on November 27, 1944, $100,000 on March 27, 1945 and $650,000 on July 27, 1945, secured by $1,200,000 principal amount of Oklahoma Power and Water Company's 5% Bonds to certain banks in exchange for 3¾% notes due July 27, 1944 in the same principal amount held by such banks; and

Said declaration having been filed on June 8, 1944 and notice of filing having been given in the form and manner prescribed in Rule U-23 promulgated pursuant to said act and the Commission not having received a request for a hearing with respect to said declaration within the period specified in said notice, or otherwise, and not having ordered a hearing thereon; and Oklahoma Power and Water Company having requested that such declaration be permitted to become effective on or before July 15, 1944; and

The Commission finding under section 7 of said act that the requirements of section 7 (c) are satisfied and that no adverse findings are necessary under section 7 (d) and deeming it appropriate in the public interest an in the interest of investors and consumers to permit said declaration to become effective forthwith:

It is hereby ordered, Pursuant to Rule U-23 and the applicable provisions of said act, and subject to the terms and conditions prescribed in Rule U-24 that the aforesaid declaration be and hereby is permitted to become effective forthwith.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-9646; Filed, July 1, 1944; 10:57 a. m.]

[File No. 70-856]

UNITED UTILITIES, INC., AND CENTRAL GAS UTILITIES CO.

NOTICE OF FILING AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 30th day of June 1944.

Notice is hereby given that a declaration has been filed by United Utilities, Incorporated (United Utilities) a registered holding company, and The Central Gas Utilities Company (Central Gas), its wholly-owned subsidiary, seeking approval of the sale of a portion of the utility assets of Central Gas, pursuant to section 12 (d) of the Public Utility Holding Company Act of 1935 and that an application has been filed by United Utilities, pursuant to section 3 (a) (1) of the act, requesting, upon consummation of said sale, an order exempting it and every subsidiary company thereof as such from all of the provisions of the Act.

All interested persons are referred to said declaration and application which are on file at the offices of this Commission for a statement of the proposals which are summarized as follows:

Pursuant to an agreement, dated May 1, 1944, Central Gas proposes to sell to Reece E. McGee, of Blackwell, Oklahoma, an individual and non-affiliate, for a cash consideration of $1,000,000 subject to closing adjustments, a portion of its utility assets, consisting of gas wells, pipe lines and gas distribution systems, comprising its Western Division, located in the States of Colorado and Kansas. The proceeds from such sale will be used by Central Gas to discharge a note indebtedness in the principal amount of $349,000, due United Utilities, and to cancel or redeem part of its capital stock.

The applicant states that after consummation of such sale United Utilities and its public utility subsidiaries will be predominantly intrastate in character and will carry on their business substantially in Kansas, the state in which both the holding company and its public utility subsidiaries are organized, and that, therefore, such companies will be entitled to an exemption pursuant to section 3 (a) (1) of the act.

It appearing to the Commission that it is appropriate in the public interest and in the interest of investors and consumers that a hearing be held with respect to said declaration and application and that said declaration shall not become effective and said application shall not be granted except pursuant to further order of the Commission;

It is ordered, That a hearing on said declaration and application under the applicable provisions of the act and the rules of the Commission thereunder be held on July 17, 1944 at 10:00 A. M., E. W. T. at the offices of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia 3, Pennsylvania. On such day, the hearing room clerk in Room 318 will advise as to the room in which such hearing will be held. All persons desiring to be heard or otherwise wishing to participate in the proceedings should notify the Commission in the manner provided by its rules of practice, Rule XVII, on or before July 12, 1944.

It is further ordered, That Willis E. Monty or any other officer or officers of the Commission designated by it shall preside at such hearing. The officer so designated to preside at such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of the act and to a trial examiner under the Commission's rules of practice.

It is further ordered, That, without limiting the scope of the issues presented by said declaration and application otherwise to be considered in this proceeding, particular attention will be directed at the hearing to the following matters and questions:

(1) Whether competitive conditions have been maintained in the negotiation of the proposed sale, whether the consideration to be received is fair and whether the sale otherwise complies with the requirements of the act and the rules thereunder.

(2) Whether it is necessary or appropriate in the public interest or for the protection of investors or consumers to impose terms or conditions in respect to the proposed sale and, if so, what these terms and conditions should be.

(3) Whether the Commission should find with respect to United Utilities that such applicant and every subsidiary company thereof which is a public-utility company from which such applicant derives, directly or indirectly, any material part of its income, are predominantly intrastate in character and carry on their business substantially in a single state in which such applicant and every such subsidiary company thereof are organized.

(4) Whether, if otherwise consistent with the applicable exemption requirements of section 3 (a) of the act, the exemption of United Utilities, and every subsidiary thereof as such, from the integration requirements of section 11 (b) (1) or from any other provision or provisions of the act will be detrimental to the public interest or the interest of investors or consumers.

(5) Whether, in the event an exemption or partial exemption should be granted the applicant, it is necessary or appropriate to impose terms or conditions in the public interest or in the interest of investors or consumers and if so, what those terms and conditions should be.

It is further ordered, That notice of this hearing be given to the declarants and applicant and to all other persons; said notice to be given to the declarants and applicant and to the State Corporation Commission of Kansas and the Public Service Commission of Colorado by registered mail, and to all other persons by general release of this Commission which shall be distributed to the press and mailed to the mailing list for releases issued under the act and by publication in the FEDERAL REGISTER.

It is further ordered, That jurisdiction be and is hereby reserved to separate, whether for hearing, in whole or in part, or for disposition, in whole or in part, any of the issues, questions or matters hereinbefore set forth or which may arise in this proceeding or to take such other action as may appear conducive to an orderly, prompt and economical disposition of the matters involved.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-9716; Filed, July 3, 1944; 9:56 a. m.]

WAR PRODUCTION BOARD.

ALLIED INDUSTRIAL DIAMOND CO.

CONSENT ORDER

Armand Goldmuntz, Simon Rapaport, and Sylvain Goldmuntz, co-partners doing business under the trade name and style of Allied Industrial Diamond Company at 527 Fifth Avenue, City, County and State of New York, in the purchase and sale of industrial diamonds, are charged by the War Production Board with having, during the month of January, 1944, sold and transferred industrial diamonds weighing 712.20 karats in violation of War Production Board General Preference Order M-109. They are further charged with having at the time full knowledge that the purchaser intended to have the diamonds cut and polished as gem stones; and also with having had at the time of the sale personal knowledge of the contents, prohibitions and restrictions contained in General Preference Order M-109 and, therefore, their sale of the diamonds in violation of the order must be deemed wilful.

Armand Goldmuntz, Simon Rapaport, and Sylvain Goldmuntz admit the violation as charged and do not desire to contest the same and have consented to the issuance of this order.

Wherefore, upon the agreement and consent of Armand Goldmuntz, Simon Rapaport, and Sylvain Goldmuntz, and the approval of the Regional Compliance Manager, the Regional Attorney and of the Compliance Commissioner, *It is hereby ordered*, That:

(a) Armand Goldmuntz, Simon Rapaport, and Sylvain Goldmuntz, co-partners doing business under the trade name and style of Allied Industrial Diamond Company, or under any other name, their successors or assigns, shall neither sell or transfer, nor offer to sell or transfer, nor purchase or accept a transfer, nor offer to purchase or to accept a transfer of rough diamonds, i. e. diamond material that has not been cut and polished as a gem stone or that has been incorporated in an unused tool or other device, unless authorized in writing by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve Armand Goldmuntz, Simon Rapaport, and Sylvain Goldmuntz, co-partners doing business under the trade name and style of Allied Industrial Diamond Company, or under any other name, their successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(c) This order shall take effect on July 1, 1944, and shall expire on October 31, 1944.

Issued this 27th day of June 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9699; Filed, July 1, 1944; 4:12 p. m.]

SILBERBERGS, INC.

CONSENT ORDER

Silberbergs, Inc., a corporation of the State of New York, having its principal place of business at 2118 Main Street, Niagara Falls, New York is engaged in the business of selling men's clothing at retail, and was found in an investigation by the War Production Board to have violated Consumers' Goods Inventory Limitation Order L-219 in that during the period from May 1, 1943, through April 30, 1944, its actual receipts of consumer goods was $175,025.04 in excess of its allowable receipts of $123,268.95 for such period. Silberbergs, Inc., admits the violation of the order as charged by the War Production Board and has consented to the issuance of this order.

Wherefore, upon the agreement and consent of Silberbergs, Inc. and the approval of the Regional Compliance Manager, Regional Attorney, and the Compliance Commissioner, *It is hereby ordered*, That:

(a) Silberbergs, Inc., a corporation of New York, its successors and assigns, shall not receive any consumers' goods as defined by Consumers' Goods Inventory Limitation Order L-219 during July, 1944, and its normal receipts during the months of August, September and October, 1944, as computed by the provisions of Consumers' Goods Inventory Limitation Order L-219 shall be reduced by 50%, unless hereinafter specifically authorized in writing by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve Silberbergs, Inc., its successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(c) This order shall take effect on July 1, 1944, and shall expire on October 31, 1944.

Issued this 28th day of June 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9701; Filed, July 1, 1944; 4:12 p. m.]

MARTIN JARVIS

CONSENT ORDER

Martin Jarvis, who resides at 909 S. 20th Street, Philadelphia, Pennsylvania, on or about March 4, 1944, began construction on the remodeling of a single family residence into a five family apartment building at 2321 Catherine Street, Philadelphia, Pennsylvania, the estimated cost of which was in excess of $200.00 limit permitted by Conservation Order L-41. Mr. Jarvis admits this violation but denies that it was wilful and does not care to contest the issue of wilfulness and has consented to the issuance of this order.

Wherefore, upon the agreement and consent of Martin Jarvis, the Regional Compliance Manager and the Deputy Regional Attorney, and upon the approval of the Compliance Commissioner, *It is hereby ordered*, That:

(a) Martin Jarvis, his agents or contractors shall not engage in further construction on the premises at 2321 Catherine Street, Philadelphia, Pennsylvania, unless and until specifically authorized by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve Martin Jarvis, his agents or contractors, from any restrictions, prohibitions or provisions contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(c) This order shall take effect on the 1st day of July 1944.

Issued this 1st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9702; Filed, July 1, 1944; 4:12 p. m.]

STA-RITE LACQUER CORP.

CONSENT ORDER

Sta-Rite Lacquer Corp., located at 597 Sackett Street, Brooklyn, New York, engaged in the manufacture and sale of lacquers and similar products, was charged by the War Production Board on May 1, 1944, with having wilfully violated § 944.11 of Priorities Regulation No. 1 as amended May 15, 1943, by having wilfully failed to dispose of materials allocated to it by the War Production Board for the purposes or uses authorized in such allocations, and with having wilfully violated § 944.15 of Priorities Regulation No. 1 as amended May 15, 1943, by having failed to maintain accurate and complete records of its inventories of materials received on allocation or adequate and complete records of the disposition of such materials. The violations in question began on September 1, 1943 and continued through February 29, 1944. Sta-Rite Lacquer Corp. admits the violations as charged and has consented to the issuance of this order.

Wherefore, upon the agreement and consent of Sta-Rite Lacquer Corp., the Regional Compliance Chief and the Regional Attorney, and upon the approval of the Compliance Commissioner, *It is hereby ordered*, That:

(a) No authorizations to use, or to accept deliveries of Butyl Alcohol and Butyl Acetate, Aromatic Solvents, Xylol, Ethyl Acetate, Phthalic Alkyd Resins or Melamine Aldehyde Resin shall be made to Sta-Rite Lacquer Corp., its successors or assigns.

(b) Sta-Rite Lacquer Corp., its successors or assigns, shall not use, or accept deliveries of Butyl Alcohol and Butyl Acetate, Aromatic Solvents, Xylol, Ethyl Acetate, Phthalic Alkyd Resins or Melamine Aldehyde Resin.

(c) Nothing contained in this order shall be deemed to relieve Sta-Rite Lacquer Corp., its successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(d) This order shall take effect on July 1, 1944, and shall expire on September 30, 1944.

Issued this 1st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9703; Filed, July 1, 1944; 4:13 p. m.]

LEON TOM

CONSENT ORDER

Leon Tom of 63 Central Park South, City, County and State of New York, engaged in the business of a broker in the purchase and sale of diamonds, is charged by the War Production Board with having during the month of January, 1944, acted as broker in the purchase and sale of rough diamonds (not incorporated in a tool or other device) weighing 712.20 karats, the sale being made by Allied Industrial Diamond Company of 527 Fifth Avenue, New York City, and in aiding and abetting such purchase and sale in violation of War Production Board General Preference Order M-109. Leon Tom is charged with having had at the time of the purchase and sale personal knowledge of the contents, prohibitions and restrictions contained in General Preference Order M-109, and therefore, his participation in the violation must be deemed wilful. It appears, however, that Leon Tom gained no more from the transaction than the customary brokerage commission of $1.00 per karat, or $712.20.

Leon Tom admits the violation as charged and does not desire to contest the same and has consented to the issuance of this order.

Wherefore, upon the agreement and consent of Leon Tom, and the approval of the Regional Compliance Manager, the Regional Attorney and of the Compliance Commissioner, *It is hereby ordered*, That:

(a) On and after the effective date of this order, Leon Tom, his successors or assigns, shall neither sell or transfer, nor purchase or accept a transfer of rough diamonds, i. e. diamond material that has not been cut and polished as a gem stone, unless authorized in writing by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve Leon Tom, his successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board except insofar as the same may be inconsistent with the provisions hereof.

(c) This order shall take effect on July 1, 1944, and shall expire on August 31, 1944.

Issued this 1st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9700, Filed, July 1, 1944 4:12 p. m.]

FEDERAL REGISTER

VOLUME 9 NUMBER 133

Washington, Wednesday, July 5, 1944

Regulations

TITLE 6—AGRICULTURAL CREDIT

Chapter I—Farm Credit Administration

Subchapter F—Banks for Cooperatives

[FCA Order 407 (1), (2)]

PART 70—LOAN INTEREST RATES AND SECURITY

CHANGE IN INTEREST RATES ON FACILITY LOANS

Section 70.82, Title 6, Code of Federal Regulations, as amended (6 F.R. 959), is hereby further amended to read as follows:

§ 70.82 *Interest rate on continental facility loans.* Effective as of the first day of July, 1944, the rate of interest on all loans made in the continental United States by the banks for cooperatives and the Central Bank for Cooperatives, for the purposes specified in section 7 (a) (2) of the Agricultural Marketing Act (sec. 7, 46 Stat. 14; 12 U.S.C. 1141e), as amended, shall be four per centum per annum. (Sec. 11, 49 Stat. 316; 12 U.S.C. 1141f; as amended, sec. 5 (a), 50 Stat. 704, 12 U.S.C. Sup. 1141f.)

Section 70.85, Title 6, Code of Federal Regulations, as amended (6 F.R. 960), is hereby further amended to read as follows:

§ 70.85 *Interest rate on facility loans in Puerto Rico.* Effective as of the first day of July 1944, the rate of interest on all loans made under the provisions of section 7 (a) (2) of the Agricultural Marketing Act (sec. 7, 46 Stat. 14; 12 U.S.C. 1141e), as amended, by the Central Bank for Cooperatives and the Baltimore Bank for Cooperatives to borrowers located in Puerto Rico, shall be four and one-half per centum per annum. (Sec. 11, 49 Stat. 316; 12 U.S.C. 1141f; as amended, sec. 5 (a), 50 Stat. 704, 12 U.S.C. Sup. 11141f)

[SEAL] I. W. DUGGAN,
Acting Governor.

JUNE 29, 1944.

[F. R. Doc. 44-9821; Filed, July 4, 1944; 11:07 a. m.]

TITLE 7—AGRICULTURE

Chapter IX—War Food Administration (Marketing Agreements and Orders)

PART 961—MILK IN PHILADELPHIA, PENNSYLVANIA, MARKETING AREA

SUSPENSION OF CERTAIN PROVISIONS

Pursuant to the applicable provisions of Public Act No. 10, 73d Congress, as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937 (7 U.S.C. 1940 ed. 601 et seq.) and of the order, as amended, regulating the handling of milk in the Philadelphia, Pennsylvania, marketing area, it is hereby found and determined that certain provisions of § 961.3 (c) (4)[1] of such order are provisions which obstruct and do not tend to effectuate the declared policy of the act with respect to producers of milk under such order.

Therefore, effective as of 12:01 a. m., July 1, 1944, and continuing until ordered otherwise by the War Food Administrator, the following provisions of § 961.3 (c) (4) of the order, as amended, regulating the handling of milk in the Philadelphia, Pennsylvania, marketing area, are hereby suspended: "if less than 20 percent of the milk received at the latter plant is moved therefrom as fluid milk"; "more than 20 percent of the milk received is"; and "except that any of this milk in excess of the amount of fluid milk moved from the latter plant during the month shall be allocated to Class II milk". (E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423)

Issued at Washington, D. C., this 3d day of July 1944.

THOMAS J. FLAVIN,
Assistant to the War Food Administrator.

[F. R. Doc. 44-9820; Filed, July 4, 1944; 11:07 a. m.]

[1] 7 F.R. 2377, 9 F.R. 5759.

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FEDERAL REGISTER

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NOTICE

The Cumulative Supplement to the Code of Federal Regulations, covering the period from June 2, 1938, through June 1, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at $3.00 per unit. The following are now available:

Book 1: Titles 1–3 (Presidential documents) with tables and index.
Book 2: Titles 4–9, with index.
Book 3: Titles 10–17, with index.
Book 4: Titles 18–25, with index.
Book 5, Part 1: Title 26, Parts 2–178.

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TITLE 10—ARMY: WAR DEPARTMENT

Chapter VI—Organized Reserves

PART 64—ENLISTED RESERVE CORPS

CURRENT PROCEDURES GOVERNING ENLISTMENTS

Section 64.20 (c) (5)[1] is rescinded and the following substituted therefor:

§ 64.20 *Current procedures pertaining to the Enlisted Reserve Corps.* • • •

(c) *Call to active duty.* • • •

(5) Preprofessional students (premedical and predental) who are members of the Enlisted Reserve Corps unassigned, and who have upon their own application continued on an inactive status to complete professional work at their own expense under authority contained in Memorandum No. W150–10–43, 4 June 1943, will be called to active duty upon completion of minimum requirements for admission to schools of medicine or dentistry, or upon initiation of ASTP preprofessional training at the institutions which they are attending. In the event the minimum requirements for admission cannot be completed prior to the date the class for which the student has a letter of acceptance is scheduled to begin or the class is not scheduled to begin in 1944, upon call to active duty these enlisted reservists will not be eligible for assignment to the ASTP, but will be available for assignment in the normal manner. (39 Stat. 195; 41 Stat. 780; 44 Stat. 705; 10 U.S.C. 421, 423–427) (W.D. Cir. 117, 1944, as amended by Cir. 257, 22 June 1944)

[SEAL] J. A. ULIO,
Major General,
The Adjutant General.

[F. R. Doc. 44–9799; Filed, July 3, 1944; 2:46 p. m.]

Chapter VII—Personnel

PART 77—MEDICAL AND DENTAL ATTENDANCE

ADMISSION TO ARMY HOSPITALS

Section 77.15 (b) (2)[2] is amended to read as follows:

§ 77.15 *Persons who may be admitted to Army hospitals.* • • •

(b) *List.* • • •

(2) Members of the Officers' Reserve Corps, and of the Enlisted Reserve Corps of the Army who suffer personal injury or contract disease while on active duty under proper orders; or who are injured while voluntarily participating in aerial flights in Government-owned aircraft by proper authority as an incident to their military training, but not on active duty; or members of the Enlisted Reserve Corps not on active duty, who suffer personal injury or contract disease while undergoing training as students of the Army Specialized Training Reserve Program; or who are readmitted under proper authority for further treatment of injuries or diseases incurred in line of duty. (R.S. 161; 5 U.S.C. 22) (AR 40–590, par. 6b (2), 2 February 1942 as amended by C20, 12 June 1944)

[SEAL] J. A. ULIO,
Major General,
The Adjutant General.

[F. R. Doc. 44–9800; Filed, July 3, 1944; 2:46 p. m.]

[1] 9 F.R. 5197.

[2] 7 F.R. 1410; 8 F.R. 3664, 7366, 13790; 9 F.R. 483.

TITLE 32—NATIONAL DEFENSE

Chapter VI—Selective Service System

[Amdt. 239]

PART 629—PHYSICAL EXAMINATION

MISCELLANEOUS AMENDMENTS

Pursuant to authority contained in the Selective Training and Service Act of 1940, as amended, Selective Service Regulations, Second Edition, are hereby amended in the following respect:

1. Amend § 629.1 by deleting paragraph (b) in its entirety.

2. Amend paragraphs (b) and (d) of § 629.23 to read as follows:

§ 629.23 *Request for immediate induction.* • • •

(b) When a registrant is inducted under the provisions of paragraph (a) of this section, he shall be immediately classified in Class I–C and shall be counted toward filling the next induction call.

• • • • • •

(d) When a registrant in Class I–A or Class I–A–O who has been given a preinduction physical examination and found acceptable for general military service signs and files with his own local board a Request for Immediate Induction (Form 219), he shall be forwarded for induction under the conditions and in the manner provided in § 632.6.

3. Amend § 629.31 to read as follows:

§ 629.31 *Records returned to local board.* (a) The Commanding Officer of the induction station will return to the local board the following documents concerning registrants forwarded for preinduction physical examination: The original Physical Examination List (Form 217) indicating under column 4 the disposition of each registrant forwarded for preinduction physical examination, the Original, First Copy, and Second Copy of the Report of Physical Examination and Induction (Form 221), and all other records forwarded by the local board except the records bearing upon the medical, social, and educational history of the registrant.

(b) Upon receipt of the documents described in paragraph (a) above, the local board shall take the following actions:

(1) File the original Physical Examination List (Form 217).

(2) For each registrant found acceptable, file the Original, First Copy, and Second Copy of the Report of Physical Examination and Induction (Form 221) in the Cover Sheet (Form 53).

(3) When the registrant has been reclassified because of being rejected upon preinduction physical examination, transmit the First Copy of the Report of Physical Examination and Induction (Form 221) for such registrant to the State Director of Selective Service for review and transmission to the Surgeon General's Office, War Department, Washington 25, D. C., using Transmission of Reports of Physical Examination and Induction (Form 205) as a covering memorandum and file the Original and Second Copy of the Report of Physical Examination and Induction (Form 221) in the Cover Sheet (Form 53).

4. Amend the regulations by adding a new section to be known as § 629.31–1 to read as follows:

§ 629.31–1 *Disposition of other records by armed forces.* The Commanding Officer of the induction station will dispose of the documents described below as follows concerning registrants forwarded for preinduction physical examination:

(a) Retain one copy of Physical Examination List (Form 217).

(b) Forward one copy of the Physical Examination List (Form 217) to the Director of Selective Service, 10th Floor, Gimbel Building, 35 S. 9th Street, Philadelphia, Pennsylvania, and forward one copy of such List to the State Director of Selective Service.

(c) Forward all records bearing upon the medical, social, and educational history of the registrant to the State Director of Selective Service.

5. Amend § 629.32 to read as follows:

§ 629.32 *Mailing Certificate of Fitness to registrant accepted or rejected.* When a Certificate of Fitness (Form 218) indicates that a registrant has been found acceptable for general military service or acceptable for limited military service or that a registrant has been rejected, the local board shall immediately mail the original of such certificate to the registrant and shall record the date of mailing of such Certificate of Fitness (Form 218) on the registrant's Selective Service Questionnaire (Form 40).

6. Amend § 629.33 to read as follows:

§ 629.33 *Action when further serology requested for accepted registrant.* When it is indicated on a registrant's Certificate of Fitness (Form 218) that his serology is other than "Negative" and it is requested that the registrant be given further serological tests, the local board shall direct the registrant to submit to such further serological tests as may be necessary and it shall be the duty of the registrant to present himself for and submit to such serological tests at the time and place fixed by the local board. The results of such serological tests shall be attached to the Original of the registrant's Report of Physical Examination and Induction (Form 221) and shall be forwarded with the registrant when he is forwarded for induction.

7. Amend § 629.34 to read as follows:

§ 629.34 *Action when registrant's status not determined.* (a) If the induction station returns the records of a registrant without determining his status:

(1) If it is indicated on the Certificate of Fitness (Form 218) of such registrant that his status with regard to serology has not been determined and it is requested that the registrant be given further serological tests, the local board shall direct the registrant to submit to such further serological tests as may be necessary and it shall be the duty of such registrant to present himself for and submit to such serological tests at the time and place fixed by the local board.

(2) If it is indicated on the Certificate of Fitness (Form 218) of such registrant that his status has not been determined because his records were incomplete, the local board shall secure the required records.

(b) The results of further serological tests, a negative spinal fluid report when such a report is available, and, if required, the records provided for in paragraph (a) (2) of this section, shall be mailed to the induction station together with the registrant's Report of Physical Examination and Induction (Form 221) and all other records which were transmitted to the induction station at the time the registrant was forwarded for preinduction physical examination.

(c) The induction station will then determine the acceptability and will complete the Certificate of Fitness (Form 218) of the registrant. If the induction station is unable to determine whether such registrant is acceptable for general military service or limited military service or should be rejected, it will request that the registrant be again forwarded to the induction station for further preinduction examination. Upon receiving such a request from the induction station, the local board will again mail to the registrant an Order to Report—Preinduction Physical Examination (Form 215), note his special status in the Remarks column of the Physical Examination List (Form 217), and again forward him to the induction station for completion of his preinduction physical examination.

The foregoing amendments to the Selective Service Regulations shall be effective within the continental United States on July 1, 1944, and shall be effective outside the continental limits of the United States on August 1, 1944.

LEWIS B. HERSHEY,
Director.

JULY 1, 1944.

[F. R. Doc. 44–9813; Filed, July 3, 1944; 4:35 p. m.]

[Amdt. 240]

PART 632—INDUCTION CALLS

MISCELLANEOUS AMENDMENTS

Pursuant to authority contained in the Selective Training and Service Act of 1940, as amended, Selective Service Regulations, Second Edition, are hereby amended in the following respect:

1. Amend § 632.1 to read as follows:

§ 632.1 *Call for man for military service.* (a) The Secretary of War will issue to the Director of Selective Service requisitions for the number of specified men who have been found to be acceptable for military service required for service in the Army and the Secretary of the Navy will issue to the Director of Selective Service requisitions for the number of specified men who have been found to be acceptable for military service required for service in the Navy (including the Marine Corps and Coast Guard).

(b) The Director of Selective Service shall (1) allocate to the States concerned the number of specified men who have been found to be acceptable for military service requisitioned by the Secretary of War and the Secretary of the Navy, (2) issue to the State Director of Selective Service of each State concerned a Notice of Call on State (Form 12) for the number of specified men who have been found acceptable for military service allocated to such State, and (3) send two copies of such Notice of Call on State (Form 12) to the Secretary of War and two copies of such Notice of Call on State (Form 12) to the Secretary of the Navy.

(c) The State Director of Selective Service, upon receiving such Notice of Call on State (Form 12) from the Director of Selective Service shall (1) allocate to the local boards concerned within his State, the number of specified men who have been found to be acceptable for military service which his State is called upon to furnish for service in the armed forces, (2) issue to each local board concerned a Notice of Call (Form 10) directing the local board to select and deliver for induction the number of specified men who have been found to be acceptable for military service fixed in such Notice of Call (Form 10), and (3) send a copy of such Notice of Call (Form 10) to the Commanding General of the Service Command and a copy to the Commanding Officer of the induction station to which the selected men are directed to report for induction.

(d) Each local board upon receiving a Notice of Call (Form 10) from the State Director of Selective Service shall select the number of specified men who have been found to be acceptable for military service required to fill the call.

2. Amend the regulations by deleting § 632.2 in its entirety.

3. Amend § 632.3 to read as follows:

§ 632.3 *Manner of allocating requisitions and calls.* The requisitions of the Secretary of War and of the Secretary of the Navy and the calls of the Director of Selective Service and of the State Directors of Selective Service shall (notwithstanding the provisions of section 4 (b) of the Selective Training and Service Act of 1940, as amended), be allocated

on the basis of the best information available at the time of allocating calls, without affecting the usual regular and orderly flow of the Nation's manpower into the armed forces as required for service therein, and in accordance with the provisions of the Selective Training and Service Act of 1940, as amended, so that registrants shall, on a Nation-wide basis within the Nation and a State-wide basis within each State, be ordered for induction in such a manner that registrants who are fathers as defined in § 632.7 will be inducted after the induction of other registrants not deferred, exempted, relieved from liability, or postponed from induction under selective service law who are available for induction and who have been found to be acceptable for military service.

4. Amend § 632.4 to read as follows:

§ 632.4 *Manner of selecting registrants to fill an induction call.* In filling an induction call, the local board shall select specified men to whom the local board has mailed a Certificate of Fitness (Form 218) at least 21 days before the date fixed for induction who are available for induction and have been found to be acceptable to the armed forces and who are not deferred, exempted, or relieved from liability or postponed for induction under the selective service law; provided that so far as it is practicable to do so without affecting the usual orderly and regular flow of the nation's manpower into the armed forces, the local board shall select volunteers first, then non-fathers, and finally fathers and within each group, shall select men in the sequence of their order numbers.

5. Amend the regulations by deleting § 632.5 in its entirety.

6. Amend § 632.6 to read as follows:

§ 632.6 *Certain registrants inducted without calls.* (a) Any man age 18 through 37 who (1) signs a Request for Immediate Induction (Form 219) and is in a class available for service, provided an appeal is not pending in his case and the period during which such an appeal may be taken has expired, or (2) is a delinquent and is ordered to report for induction under Part 642, may be forwarded for induction at the time the local board is forwarding men for preinduction physical examination or for induction or at any other time when special arrangements have been made with the induction station without any calls being made for the delivery of such men.

(b) Under special procedure prescribed by the Director of Selective Service, men ages 18 through 37 may enlist or be inducted outside of the United States.

(c) When any registrant referred to in paragraph (a) of this section is inducted or where any registrant referred to in paragraph (b) of this section is enlisted or inducted, his local board will be advised that he was inducted or enlisted either in the Army or in the Navy (including the Marine Corps and the Coast Guard). Such registrant will then be counted toward the filling of the next induction call.

The foregoing amendments to the Selective Service Regulations shall be effective within the continental United States on July 1, 1944 and shall be effective outside the continental limits of the United States on August 1, 1944.

LEWIS B. HERSHEY,
Director.

JULY 1, 1944.

[F. R. Doc. 44-9814; Filed, July 3, 1944; 4:35 p. m.]

[Amdt. 241]

PART 633—DELIVERY AND INDUCTION

MISCELLANEOUS AMENDMENTS

Pursuant to authority contained in the Selective Training and Service Act of 1940, as amended, Selective Service Regulations, Second Edition, are hereby amended in the following respect:

1. Amend the regulations by deleting § 633.1 in its entirety.

2. Amend paragraph (a) of § 633.3 to read as follows:

§ 633.3 *Preparing records for a group ordered to report for induction.* (a) As soon as the local board has mailed Orders to Report for Induction (Form 150) to all registrants who are directed to report for induction at a particular time and place, it shall:

(1) Prepare in quadruplicate a Delivery List (Form 151) entering thereon (A) the name and order number of each such registrant and (B) the name and order number of each registrant who should be entered upon such Delivery List (Form 151) under the provisions of § 633.24 and indicating in column 3 thereof whether such registrant is a nonfather or a father.

(2) Assemble and attach to the registrant's Report of Physical Examination and Induction (Form 221) the X-ray film made at the time of preinduction physical examination; any waiver of disqualification; any order terminating civil custody; any Alien's Personal History and Statement (Form 304) or Statement of United States Citizen of Japanese Ancestry (Form 304A) bearing the armed forces' endorsement of acceptability for military service; and all other information bearing on the fitness of the registrant for military service except records bearing upon the medical, social, and educational history of the registrant.

3. Amend paragraph (c) of § 633.12 to read as follows:

§ 633.12 *Transfers for induction directed by Director of Selective Service.* * * *

(c) To accomplish the transfer for induction under paragraph (a) or (b) of this section, the registrant's own local board shall complete the Request for Transfer for Delivery (Form 154) in duplicate by inserting the name and present address of the registrant and the words "By direction of the Director of Selective Service" and by completing the second endorsement on such forms. A copy of Request for Transfer for Delivery (Form 154) shall be filed in the registrant's Cover Sheet (Form 53). The local board shall then forward the original Request for Transfer for Delivery (Form 154), the Original, First, and Second Copies of Report of Physical Examination and Induction (Form 221), and all other documents referred to in paragraph (f) of § 633.11 to the State Director of the State in which the registrant is located. The State Director of the State in which the registrant is located shall check such documents and, if not already accomplished, insert thereon the name and address of the local board in his State to which the registrant is transferred for induction and forward the documents to such local board. Unless the transfer of the registrant for induction is canceled under paragraph (d) of this section, the local board to which the registrant is transferred shall cause the registrant to be delivered for induction, and shall take the other actions provided for in paragraphs (g), (h), and (i) of § 633.11.

4. Amend § 633.22 to read as follows:

§ 633.22 *Forwarding registrants for induction.* When the registrants who are to be forwarded for induction have assembled, the local board shall proceed as follows:

(1) The roll shall be called, using the previously prepared Delivery List (Form 151) and noting any absences thereon in column 3 under "Remarks." If any registrant fails to report for delivery, fails to report at the place of induction, is transferred to another local board for delivery, or is rejected, the local board shall not furnish a replacement for such registrant.

(2) A leader and assistant leaders shall be appointed and furnished with proper credentials. Leaders and assistant leaders shall have such authority as is necessary to deliver the group to the place of induction.

(3) The leader shall be given the following:

(i) The original and all copies of the Delivery List (Form 151).

(ii) For each registrant being forwarded, the original and both copies of the Report of Physical Examination and Induction (Form 221) and other records referred to in subparagraph (2) of paragraph (a) of § 633.3.

(iii) When it is necessary, transportation and meal and lodging requests for the group, covering their trip to the place of induction. The leader shall be instructed to deliver the original and all copies of the Delivery List (Form 151), the originals and all copies of all Reports of Physical Examination and Induction (Form 221), and all other information concerning the registrants in the group to the Commanding Officer of the induction station or to his representative.

(4) The local board shall instruct all registrants in the group that it is their duty to obey the instructions of the leader or assistant leaders during the time they are going to the place of induction; that they will be met by proper representatives of the armed forces at the place of induction; that while they are at the place of induction, they will be subject to and must obey the orders of the representatives of the armed forces; that they must present themselves for and submit to induction; that if they are rejected, the representative of the armed forces will, to the extent prescribed by the regulations of the armed forces, provide transportation and subsistence for their return trip.

5. Amend § 633.23 to read as follows:

§ 633.23 *Induction procedures for registrants requesting immediate induction and for delinquents.* (a) The local board will forward the records required under § 633.22 to the induction station for registrants who have signed a Request for Immediate Induction (Form 219) or who being delinquent have been ordered to report for induction under Part 642.

(b) When such registrants are forwarded to the induction station and found to be acceptable for service in the armed forces, they will be immediately inducted into the Army or the Navy (or the Marine Corps or Coast Guard). The local board will be advised that such registrants were inducted into military service in column 4 under "Disposition" on the Delivery List (Form 151) forwarded by the local board with such registrants when they were forwarded for induction and returned to the local board by the induction station after such registrants have been inducted.

6. Amend § 633.24 to read as follows:

§ 633.24 *Registrants inducted because of request for immediate induction or delinquency, or outside United States to be listed on Delivery List (Form 151).* When the local board receives a Delivery List (Form 151) from the induction station showing that a registrant who has signed a Request for Immediate Induction (Form 219) or a delinquent who has been ordered to report for induction under Part 642 has been inducted for service in the armed forces without a call or when the local board receives a Delivery List (Form 151) or other information showing that a registrant has enlisted or has been inducted into the armed forces outside the United States, it shall (a) list such registrant on the Delivery List (Form 151) for the next group selected to report for induction to fill a call and opposite the name of each such registrant under "Remarks" in column 3 enter the fact that such registrant has been inducted at the induction station or has been inducted or enlisted outside the United States, the date of such induction or enlistment, and the fact that such induction resulted from the registrant's signing a Request for Immediate Induction (Form 219), from the registrant's being a delinquent, or from the registrant's enlisting or being inducted outside the United States, and (b) count such registrant toward filling such induction call.

7. Amend § 633.25 to read as follows:

§ 633.25 *Induction.* At the induction station, the selected men who have been forwarded for induction and found acceptable will be inducted for service into the armed forces.

8. Amend § 633.31 to read as follows:

§ 633.31 *Records returned to local board.* (a) The Commanding Officer of the induction station will return to the local board the following documents concerning registrants forwarded for induction:

(1) The original Delivery List (Form 151), indicating under column 4 the disposition of each registrant forwarded for induction.

(2) For each registrant inducted, the first copy and the second copy of Report of Physical Examination and Induction (Form 221).

(3) For registrants not inducted, the original, the first copy, and the second copy of Report of Physical Examination and Induction (Form 221).

(b) Upon receipt of the documents described in paragraph (a) above, the local board shall take the following action:

(1) File the original Delivery List (Form 151).

(2) After the registrant has been reclassified, transmit the first copy of the Report of Physical Examination and Induction (Form 221) for such registrant to the State Director of Selective Service for review and transmission to the Surgeon General's Office, War Department, Washington 25, D. C., using Transmission of Reports of Physical Examination and Induction (Form 205) as a covering memorandum.

(3) File the second copy of Report of Physical Examination and Induction (Form 221) in the Cover Sheet (Form 53) for each registrant inducted.

(4) File the original and the second copy of Report of Physical Examination and Induction (Form 221) in the Cover Sheet (Form 53) for each registrant rejected.

9. Amend § 633.32 to read as follows:

§ 633.32 *Disposition of other records by armed forces.* The Commanding Officer of the induction station will dispose of the documents described below as follows concerning registrants forwarded for induction:

(1) For registrants inducted, retain the original of the Report of Physical Examination and Induction (Form 221).

(2) Retain one copy of the Delivery List (Form 151).

(3) Forward one copy of the Delivery List (Form 151) to the Director of Selective Service, 10th Floor, Gimbel Building, 35 South Ninth Street, Philadelphia 7, Pennsylvania, and forward one copy of such list to the State Director of Selective Service.

10. Amend § 633.41 to read as follows:

§ 633.41 *Classification of registrants inducted or rejected.* Upon receiving notice from the induction station that a selected man who has been forwarded for induction has been inducted or rejected, the local board shall reopen his classification and classify him anew under Part 623.

The foregoing amendments to the Selective Service Regulations shall be effective within the continental United States on July 1, 1944 and shall be effective outside the continental limits of the United States on August 1, 1944.

LEWIS B. HERSHEY,
Director.

JULY 1, 1944.

[F. R. Doc. 44-9815; Filed, July 3, 1944; 4:36 p. m.]

[Amdt. 242]

PART 663—BOARDS OF TRANSFER IN TERRITORY OF HAWAII AND IN TERRITORY OF ALASKA

TRANSFER FOR INDUCTION

Pursuant to authority contained in the Selective Training and Service Act of 1940, as amended, Selective Service Regulations, Second Edition, are hereby amended in the following respect:

Amend paragraph (a) of § 663.5 to read as follows:

§ 663.5 *Transfer for induction mandatory.* (a) Transfer for induction is mandatory for each registrant located in the Territory of Hawaii whose own local board is located elsewhere and for each registrant located in the Territory of Alaska whose own local board is located elsewhere. Such transfer for induction shall be made by the registrant's own local board in the manner provided by § 633.12. The papers and documents described in § 633.12 of a registrant who is transferred for induction to a local board in the Territory of Hawaii or in the Territory of Alaska shall be forwarded to the State Director of the Territory of Hawaii or the State Director of the Territory of Alaska, as the case may be, for transmission by him to such local board of transfer as he may designate. Unless the transfer of the registrant for induction is canceled under paragraph (d) of § 633.12, the local board so designated shall cause the registrant to be delivered for induction and shall take the other actions provided for in paragraphs (g), (h), and (i) of § 633.11.

The foregoing amendments to the Selective Service Regulations shall be effective within the continental United States on July 1, 1944 and shall be effective outside the continental limits of the United States on August 1, 1944.

LEWIS B. HERSHEY,
Director.

JULY 1, 1944.

[F. R. Doc. 44-9816; Filed, July 3, 1944; 4:36 p. m.]

[No. 254]

REPORT OF PHYSICAL EXAMINATION AND INDUCTION

ORDER PRESCRIBING FORMS

Pursuant to authority contained in the Selective Training and Service Act of 1940, as amended, I hereby prescribe the following change in DSS Forms:

Revision of DSS Form 221, entitled "Report of Physical Examination and Induction." The supply of DSS Form 221 on hand will be used until exhausted.

The foregoing revision shall become a part of the Selective Service Regulations effective within the continental United States immediately upon the filing hereof with the Division of the Federal Register and shall be effective outside the continental limits of the United States on the 30th day after the date of filing hereof with the Division of the Federal Register.

LEWIS B. HERSHEY,
Director.

JUNE 19, 1944.

[F. R. Doc. 44-9817; Filed, July 3, 1944; 4:36 p. m.]

Chapter IX—War Production Board

Subchapter B—Executive Vice-Chairman

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 3201—MINING

[Preference Rating Order P-56, as Amended July 4, 1944]

MINES AND SMELTERS

§ 3201.11 *Preference Rating Order P-56*—(a) *Purpose and scope.* This order explains how operators of mines and smelters in the United States and in foreign countries may get the materials and products they need to carry on their operations. The materials covered include not only maintenance, repair, and operating supplies, including controlled materials, but also machinery, other kinds of materials, and equipment. This order does not apply, however, to an operator of a nonessential mine as defined in Limitation Order L-208.

(b) *Definitions.* (1) "Producer" means a person operating any of the following enterprises, whether in the United States, or any of its territories, or in a foreign country, but does not include any enterprise defined as a "nonessential" mine in Order L-208: (i) any plant actually engaged in the extraction by surface, open-pit, or underground methods, or in the beneficiation, concentration, or preparation for shipment of the products of mining activity; (ii) any plant wholly engaged in the processing and burning of refractories; (iii) any plant producing any material listed below by smelting or refining processes, and to whom a serial number has been issued under Preference Rating Order P-73, or is hereafter issued as provided in paragraph (c):

Antimony	Nickel
Cobalt	Platinum
Copper	Tin
Iridium	Tungsten
Lead	Vanadium
Mercury	Zinc
Molybdenum	

(iv) any prospecting enterprise for the discovery, exploration, or development of new or additional mining projects, including the construction of access roads; and (v) mines, concentrating mills, smelters, railroads, power plants, refineries, and appurtenances owned and operated by the companies holding serial numbers under Preference Rating Order P-58 on December 24, 1943.

(2) "District" means a mine supply control district of the Foreign Economic Administration.

(3) "Maintenance, repair, and operating supplies" means material used for the following purposes by producers in the conduct of enterprises described above in paragraph (b) (1): (i) minimum upkeep necessary to continue the working condition of essential property or equipment, and (ii) restoration of essential property or equipment to a sound working condition after wear and tear, damage, destruction or failure of parts, or the like have made the property or equipment unfit or unsafe for service; and supplies which are essential to and consumed or worn out in the conduct of such enterprises. In addition, except as hereinafter noted, the term "maintenance, repair, and operating supplies" includes minor capital additions normally necessary to the operation of the enterprise, but not exceeding in cost $500 (excluding purchaser's cost of labor) for any one complete capital addition. The term "one complete capital addition" includes a group of items customarily purchased together and all items which would normally be purchased as part of a single project or plan. No capital addition shall be subdivided for the purpose of coming within this paragraph.

Producers Holding Serial Numbers

(c) (1) *Maintenance, repair, and operating supplies for domestic producers with serial numbers.* Producers located within the United States, its territories and possessions (herein called "domestic" producers), holding serial numbers, which may be obtained in the manner specified in paragraph (f), are hereby assigned a preference rating of AA-1 for the purchase of maintenance, repair, and operating supplies, other than controlled materials. This rating may be applied by the producer by placing on his delivery order the endorsement described in paragraph (g). The producer may obtain controlled materials for maintenance, repair, and operating supplies by endorsing his delivery order with the endorsement described in paragraph (g) and inserting therein the allotment symbol "S-7" and appropriate quarterly abbreviation. An order bearing this endorsement constitutes an authorized controlled material order. No serialized producer shall order for delivery during any calendar quarter, with or without preference ratings, or allotment number, maintenance, repair, or operating supplies in an aggregate amount exceeding 120 percent of his aggregate expenditures for maintenance, repair, and operating supplies during the corresponding calendar quarter of 1943. A producer who has several plants or other operating units which maintain separate records of maintenance, repair, and operating supplies may treat each of them separately for purposes of complying with the provisions of this paragraph (c) (1).

(2) *Maintenance, repair, and operating supplies for foreign producers with serial numbers.* Producers located outside the United States, its territories and possessions and outside of Canada,[1] (herein called "foreign" producers), holding serial numbers, which may be obtained in the manner specified in paragraph (f), may apply for priorities assistance for maintenance, repair, and operating supplies by filing the foreign mine quota application Form WPB-2937 with the Mining Division, War Production Board, Washington 25, D. C.

(3) *Machinery and equipment.* All producers holding serial numbers, whether domestic, foreign, or Canadian, may apply for priority assistance in obtaining machinery and equipment by filing Form WPB-1319 in accordance with the WPB-1319 instruction pamphlet for items of equipment listed therein. Also, for items of equipment not listed in the instruction pamphlet for which a preference rating is required without authorization on a special form, application should be made on Form WPB-1319. For items of equipment not listed in the WPB-1319 instruction pamphlet, for which orders of the War Production Board require application for specific authorization to be made on a special form, application should be made on such special form. All applications should be filed with the Mining Division, War Production Board, Washington 25, D. C., Ref. P-56, unless otherwise provided in the WPB-1319 instructions. If necessary, Form WPB-1319 or the special form may be accompanied by a letter explaining any unusual circumstances. No application is necessary in the case of minor capital additions as defined in paragraph (b) (3) unless a special form is required by another order of the War Production Board.

Foreign Producers Operating Under Mine Supply Control Districts

(d) *Priorities assistance for certain foreign producers operating under mine supply control districts.* To enable a producer not holding a serial number hereunder and located outside the continental United States and within the jurisdiction of a district to obtain priorities assistance, the following procedure is established:

(1) For maintenance, repair, and operating supplies a district may apply for priorities assistance by filing the foreign mine quota application Form WPB-2937 with the Mining Division, War Production Board, Washington 25, D. C., Ref: P-56. A producer not holding a serial number and located in a district may apply for priorities assistance by submitting to such district his purchase orders for maintenance, repair, or operating supplies, together with such information as may be required by the district. Within the limits of the priorities assistance granted to it pursuant to this paragraph (d) (1), such district may authenticate any such purchase order for maintenance, repair, or operating supplies by indicating the appropriate priorities assistance and countersigning the purchase order as follows:

Approved:

_____
Name of district

_____
Signature of authorized official

(2) For other machinery, materials, and equipment, a producer not holding a serial number and located within a district may submit to the War Production Board, Form WPB-1319 or any prescribed special application form, following the procedure specified for serialized producers in paragraph (c) (3), such application to be endorsed with the signed approval of the district within which the applicant is located.

(3) A distributor of maintenance, repair, or operating supplies or of other machinery, materials, or equipment used by producers, who is located outside the United States and within the jurisdiction of a district, may apply for priorities assistance in the same manner as prescribed in paragraphs (d) (1) and (d) (2) for producers not holding serial numbers and located within the jurisdiction of a district.

Other Producers Not Holding Serial Numbers

(e) (1) *Priorities assistance for other producers not holding serial numbers.* A preference rating of AA-5 is hereby assigned to delivery orders for maintenance, repair, and operating supplies (including minor capital additions as defined in paragraph (b) (3)), other than controlled materials, placed by domestic producers not holding serial numbers (other than operators of nonessential mines as defined in Limitation Order L-208). This rating may be applied by the producer by placing on his delivery order the endorsement described in paragraph (g). The producer may obtain controlled materials for maintenance, repair, and operating supplies by placing on his delivery order the endorsement described in paragraph (g) and inserting therein the allotment symbol "S-7" and appropriate quarterly abbreviation. An order bearing this endorsement constitutes an authorized controlled material order. No producer who uses the allotment symbol assigned by this order shall order controlled materials for delivery during any calendar quarter in an amount exceeding 120 percent of his aggregate expenditures for controlled materials for use as maintenance, repair, and operating supplies during the corresponding calendar quarter of 1943. Such producers may apply for higher ratings for maintenance, repair, or operating supplies exclusive of minor capital additions by filing Form WPB-2910 with the Mining Division of the War Production Board, Washington 25, D. C., Ref: P-56; and for higher ratings, or for specific authorization if such is required, for minor capital additions, such producers may apply on Form WPB-1319 or any prescribed special application form, following the procedure specified for serialized producers in paragraph (c) (3), except that Form WPB-1319 shall be filed with the War Production Board regional or district office in which is located the Technical Advisor for Mining for the area in which the enterprise is located, and only the special application form, when one is prescribed, shall be filed with the Mining Division in Washington, D. C. Such producers may apply for priorities assistance for machinery or equipment by filing Form WPB-1319 or any prescribed special application form, following the procedure specified for serialized producers in paragraph (c) (3), with the Mining Division of the War Production Board, Washington 25, D. C., Ref: P-56. Foreign producers, not holding serial numbers and not located in a mine supply control district, may apply for priorities assistance for maintenance, repair, and operating supplies, exclusive of minor capital additions, by filing Form WPB-2910 with the Mining Division of the War Production Board, Washington 25, D. C., Ref: P-56, and for machinery or equipment, including minor capital additions, by filing Form WPB-1319 or any prescribed special application form, following the procedure specified for serialized producers in paragraph (c) (3), with the Mining Division of the War Production Board, Washington 25, D. C., Ref: P-56.

Serial Numbers

(f) *Issuance of serial numbers.* Applications for serial numbers may, in the case of producers within the continental limits of the United States, be filed with the appropriate War Production Board Regional Office, Attention: Regional Technical Advisor, Mining Division; or with the appropriate State Coordinator of Mines for transmission to such Regional Advisor; or with the Mining Division, War Production Board, Washington, D. C. Serial number application by districts must be filed with the Mining Division, War Production Board, Washington 25, D. C., Ref: P-56. Applications by Canadian and all other foreign producers should also be filed with the Mining Division, War Production Board, Washington 25, D. C., Ref: P-56. In filing such application, the following forms shall be used:

Metal mines	Form WPB-1212
Coal mines	Form WPB-2784
Non-metallic mines	Form WPB-2758
Core or churn drill operators	Form WPB-2952

Smelters and refineries shall apply by letter. In issuing and cancelling serial numbers, the War Production Board will consider the importance to national defense of the present and prospective output of materials to be produced, the consumption of the critical material involved, and the importance to national defense of competing demands for such material, and competing demands for manpower and transportation. Serial numbers issued under Preference Rating Orders P-58 and P-73, and not cancelled prior to December 24, 1943, are hereby confirmed and shall be considered as having been issued under this Order P-56.

Use of Priorities Assistance; All Producers

(g) *Application and extension of priorities assistance.* The way to use preference ratings is explained in Priorities Regulation No. 3, and the way to use allotments, both in placing authorized controlled material orders and in making allotments, is explained in CMP Regulation No. 1. Instead of using the certification prescribed by those regulations or by any other regulation of the War Production Board, including Priorities Regulation No. 7, the producer may use the following endorsement signed manually or as provided in Priorities Regulation No. 7:

Allotment number _____
Preference rating _____
Order authorized under Preference Rating Order P-56, Serial No. _____

He shall not add the symbol "MRO" despite the certification instructions in CMP Regulation No. 5 or any other regulation. Requirements of other orders of the War Production Board as to special certifications remain applicable, but the foregoing endorsement shall be added to such certification. The use of the foregoing endorsement by a producer shall constitute a representation by the producer to the seller and to the War Production Board, subject to the penalties of section 35A of the United States Criminal Code (18 U. S. C. 80), that to the best of the producer's knowledge and belief he is authorized under applicable War Production Board orders and regulations to place the delivery order, to receive the item ordered for the purpose for which ordered, and to use the preference rating or allotment symbol for this purpose. Preference ratings assigned under this order for maintenance, repair, and operating supplies may not be used to obtain items on List A or List B of Priorities Regulation No. 3, except where that regulation permits the use of a P-56 rating for a particular item.

(h) *Restrictions on receipts and inventories.* Notwithstanding the provisions of any other order or regulation of the War Production Board, including CMP Regulation 2, receipts and inventories of producers shall be subject to the following restrictions only: No producer shall receive any delivery of material which will increase his inventory of such material to an amount greater than the minimum necessary to sustain his current level of operations; and the ratio of such inventory to current production shall in no event exceed the ratio of average inventory to average production for the years 1938, 1939, and 1940.

[1] Producers located in Canada, whether or not they hold serial numbers issued under this order, may obtain maintenance, repair, and operating supplies in the United States under Canadian order PO5B.

(i) *Restrictions on use and resale of material.* Notwithstanding § 944.11 of Priorities Regulation No. 1, no producer shall use any material, whether or not obtained pursuant to this order, for any purpose other than that for which priorities assistance was granted to acquire it; nor may he sell any material (including machinery and equipment), which he has used in the conduct of any enterprise described in paragraph (b) (1), whether or not he obtained such material with priorities assistance under this or any other order, except:

(1) To a producer holding a serial number hereunder, or

(2) With the written approval of the War Production Board applied for by letter to the Mining Division, or

(3) With the written approval of a district if he is a non-serialized producer located within such district, or

(4) As permitted by Priorities Regulation No. 13.

Applicability of Other Regulations and Orders

(j) (1) *CMP Regulation No. 5 and other regulations of the War Production Board.* None of the restrictions contained in CMP Regulation No. 5 shall be applicable to producers, and no producer shall obtain any material under CMP Regulation No. 5. However, privileges under other orders and regulations of the War Production Board granted to persons on Schedules I and II of CMP Regulation No. 5 shall be considered as applicable to producers operating under this order. For example, Order E-5-a on gauges and precision measuring hand tools classifies a person on Schedules I and II of CMP Regulation No. 5 as an "approved user." Producers operating under Order P-56 are in the same position providing that certification clauses and all other provisions of such other orders are complied with.

(2) *Restriction on use of priorities assistance.* No serialized foreign producer or district shall acquire maintenance, repair, or operating supplies through the use of any preference rating except after having received an approved application on the foreign mine quota application Form WPB-2937, or, in the case of a non-serialized foreign producer located outside a district, on Form WPB-2910, from the Mining Division, War Production Board, Washington 25, D. C. No producer shall acquire any machinery or equipment (other than maintenance, repair, and operating supplies) through the use of any preference rating or any specific authorization of the War Production Board except after filing Form WPB-1319 or any prescribed special application form in the manner above provided, or except after filing a project application.

Miscellaneous Provisions

(k) *Records and orders.* Each producer and each distributor acquiring maintenance, repair, or operating supplies pursuant to this order shall keep and preserve for a period of not less than two years accurate and complete records of all such materials so acquired and used or disposed of which shall upon request be submitted to audit and inspection by duly authorized representatives of the War Production Board.

(l) *Reports.* Producers shall file such report forms as may be required from time to time by the War Production Board, subject to the approval of the Bureau of the Budget, pursuant to the Federal Reports Act of 1942. The reporting requirements of this order have received the approval of the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

(m) *Additional assistance and appeals in individual cases.* If the sound working condition of a producer is adversely affected by any provisions of this order or by inability to obtain material essential for repair, maintenance, or operating supplies, the producer may apply to the War Production Board for additional assistance by letter, in duplicate, giving the reasons why such assistance is essential. If an increased quota is sought, the present quota should be stated. In case of breakdown, imminent breakdown, or other emergency, the application may be made by telegraph or telephone either to the Mining Division, Washington, D. C., or to the nearest regional or district WPB office.

(n) *Communications.* All reports and applications hereunder and all other communications with respect to this order shall, except as otherwise specifically provided, be addressed to the Mining Division, War Production Board, Washington 25, D. C., Ref: P-56.

(o) *Violations.* Any person who willfully violates any provision of this order, or who, in connection with this order, willfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

Issued this 4th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

INTERPRETATION 1

APPLICABILITY TO CUTTING AND POLISHING OPERATIONS AT THE QUARRY

The term "producer" as defined in Preference Rating Order P-56 includes persons operating a quarry and also persons conducting further cutting and polishing operations at the quarry site, such as the manufacture of building stone and tombstones. These latter operations are included in the phrase "preparation for shipment, of the products of mining activity" appearing in paragraph (b) (1) (i) (§ 3201.11) of the order.

Since paragraph (j) (1) of the order forbids "producers" from obtaining any materials under CMP Regulation 5, producers of tombstones or other stone products at the quarry site may not operate under this regulation but must get priorities assistance exclusively under Order P-56.

The manufacture of tombstones and structural stone at a separate plant away from the quarry is not covered by Order P-56, and priorities assistance for MRO supplies required in such operations may be obtained under CMP Regulation 5. Under CMP Regulation 5, a rating of AA-2 is assigned to persons engaged in the manufacture of structural stone, while persons engaged in the manufacture of tombstones and monuments may use the AA-5 rating which is assigned under that regulation to unlisted business. (Issued Nov. 13, 1943.)

[F. R. Doc. 44-9818; Filed, July 4, 1944; 10:33 a. m.]

Chapter XI—Office of Price Administration

PART 1499—COMMODITIES AND SERVICES

[Rev. SR 1,[1] Amdt. 65]

STUMPAGE, LOGS, AND PULPWOOD

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 2.10 (c) is amended to read as follows:

(c) Stumpage, logs, and pulpwood, except that for pulpwood sold by the cord produced or delivered west of the 100th meridian in a local area in which maximum prices for firewood by the cord are established by Regional or District maximum price order or regulation, the maximum producer's price shall be the maximum producer's price for corded firewood in the particular local area, *Provided however,* That the adjustment provisions of § 1499.18 (c) of the General Maximum Price Regulation shall apply to such sales, and sellers, of corded pulpwood.

This amendment shall become effective July 8, 1944.

Issued this 3d day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9806; Filed, July 3, 1944; 4:35 p. m.]

PART 1300—PROCEDURE

[Rev. Procedural Reg. 3,[1] Amdt. 7]

PROCEDURE FOR ADJUSTMENTS, AMENDMENT, PROTESTS AND INTERPRETATIONS UNDER RENT REGULATIONS

Revised Procedural Regulation No. 3 is amended in the following respects:

1. Section 1300.201 (c) is amended to read as follows:

(c) Subpart C deals with protests. A protest is a means provided by the Emergency Price Control Act of 1942 for making a formal claim that a maximum rent regulation or an order issued thereunder is in some respect invalid. Only if a protest has been filed and denied, or if leave has been granted by a court pursuant to section 204 (e) (1) of the act, may the protestant file a complaint with the Emergency Court of Appeals to have the maximum rent regulation or order enjoined or set aside in whole or in part.

2. Section 1300.209 (a) is amended to read as follows:

(a) Any landlord whose petition for adjustment or other relief has been dismissed or denied in whole or in part by the rent director, or any landlord subject to an order entered by the rent director on his own initiative may file with the rent director an application for review of such determination by the regional administrator for the region in which the defense-rental area office is located: *Provided,* That any landlord subject to an order entered under section 5 (d) of any maximum rent regulation or subject to an order entered by the rent director under § 1300.207 of this regulation, may either apply for review of such order as provided in this section, or may protest any provision of such order as provided in §§ 1300.215 to 1300.223, inclusive, of this regulation. An application for review shall be filed in triplicate upon forms prescribed by the Administrator and pursuant to instructions stated on such forms. Upon the filing of an application for review of such determination, the rent director shall forward the record of the proceedings with respect to which such application is filed to the appropriate regional administrator.

3. Section 1300.209 (b) is amended to read as follows:

(b) Applications for review may be filed within ninety (90) days after the date of issuance of the determination to be reviewed (or before October 1, 1944, with respect to determinations made prior to July 1, 1944). An application for review which is not filed within the specified time ordinarily will be dismissed unless special circumstances are shown to justify a later filing.

4. Section 1300.216 is amended to read as follows:

§ 1300.216 *Time and place of filing protests.* (a) Any protest against the provisions of a maximum rent regulation may be filed at any time after the issuance thereof.

(b) The act provides no specific time limit for filing a protest against an order issued under § 1300.210 of this regulation, or of an order entered under section 5 (d) of any maximum rent regulation, or of an order entered by the Rent Director under § 1300.207 of this regulation. However, as the United States Emergency Court of Appeals has stated in its opinion in the case of R. E. Schnazer, Inc. *v.* Bowles, 141 F. 2d 262 (1944), if the filing of a protest is unduly delayed, the defense of laches (unreasonable delay) may be available to the Administrator. There will ordinarily be no reason why a protest against an order of the kind specified in this paragraph, affecting only an individual landlord, cannot be filed promptly after the issuance of such order. Accordingly, if a protest is not filed within ninety (90) days after the date of issuance of such order (or before October 1, 1944 in the case of an order entered prior to July 1, 1944), the Administrator ordinarily will regard the delay as unreasonable and will dismiss the protest unless special circumstances are shown to justify the delay.

(c) Protests shall be filed with the Secretary of the Office of Price Administration, Washington 25, D. C.

5. Section 1300.219 (f) is revoked and paragraph (g) of § 1300.219 is redesignated paragraph (f).

6. Section 1300.220 (c) is revoked.

7. Section 1300.222 is amended to read as follows:

§ 1300.222 *Joint protests.* Two or more landlords may file a joint protest. Joint protests shall be filed and determined in accordance with the rules governing the filing and determination of protests filed severally. A joint protest shall be verified in accordance with § 1300.219 (f) of this regulation by each protestant. A joint protest may be filed only where at least one ground is common to all persons joining in it. Whenever the Administrator deems it to be necessary or appropriate for the disposition of joint protests, he may treat such joint protests as several, and, in any event, he may require the filing of relevant materials by the individual protestants.

8. Section 1300.223 is amended to read as follows:

§ 1300.223 *Amendment of protest and presentation of supplemental evidence.* A protestant may at any time be granted permission to amend his protest or to present further evidence in connection therewith when, in the judgment of the Administrator, such permission will not unduly delay the completion of proceedings on the protest.

9. The first paragraph of § 1300.225 (a) is amended to read as follows:

(a) Within a reasonable time after the filing of any protest in accordance with this regulation, but in no event more than thirty days after such filing, the Administrator shall:

This amendment shall become effective July 3, 1944.

Issued this 3d day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9801; Filed, July 3, 1944; 4:34 p. m.]

PART 1300—PROCEDURE

[Rev. Procedural Reg. 1,[1] Amdt. 8]

PROCEDURE FOR THE ISSUANCE, ADJUSTMENT, AMENDMENT, PROTEST AND INTERPRETATION OF MAXIMUM PRICE REGULATIONS

Revised Procedural Regulation No. 1 is amended in the following respects:

1. Section 1 (d) is amended to read as follows:

(d) Article V deals with protests. A protest is the means provided by the Emergency Price Control Act of 1942 for making a formal claim that a maximum price regulation is in some respect invalid. Only if a protest has been filed and denied, or if leave has been granted by a court pursuant to section 204 (e) (1) of the act, may the protestant file a complaint with the Emergency Court of Appeals to have the maximum price regulation enjoined or set aside in whole or in part.

2. Section 17 (b) is amended to read as follows:

(b) Any applicant whose application for adjustment has been denied in whole or in part by a regional administrator in the first instance, may, within 60 days after the date on which notice of denial was mailed to him, file with the regional office a request for review by the Administrator of such denial.

3. Section 17 (c) is amended to read as follows:

(c) *Timely filing.* Requests for review shall be deemed filed on the date received by the state or district or regional office: *Provided,* That requests for review properly addressed to the appropriate district or regional office, bearing a post-mark dated within 60 days after the date on which the order of denial was mailed but received after the expiration thereof, shall be deemed to have been filed on the date of the post-mark.

4. Section 18 is amended to read as follows:

SEC. 18. *Action on review.* After due consideration the Administrator or the Regional Administrator, as the case may be, shall grant or deny in whole or in part, any application for adjustment as to which a proper request for review has been filed. The applicant shall be informed in writing of the action so taken.

5. Section 19 is amended to read as follows:

SEC. 19. *Protest of denial of application.* Any applicant whose application for adjustment has been denied in whole or in part by the Administrator, or, upon request for review, by any regional administrator, may file a protest against such order in accordance with the provisions of this Revised Procedural Regulation No. 1. There is no specific statutory limit of time within which protests must be filed. However, as the United States Emergency Court of Appeals has stated in its opinion in the case of R. E. Schanzer, Inc. *v.* Bowles, 141 F. (2d) 262 (1944), if the filing of a protest is unduly delayed, the defense of laches (unreasonable delay) may be available to the Administrator. Where such an order is issued denying a seller's application for adjustment of his own maximum price, ordinarily there will be no reason why he cannot file a protest promptly after the order of denial is issued. Accordingly, in such a case, if a protest is filed more than 90 days after the issuance of the order, the Administrator will ordinarily

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 3581, 3590, 4391, 4948, 5268, 5996, 7020, 6570, 6648, 7077.

[1] 9 F.R. 1656, 3337.

[1] 9 F.R. 5791.

regard the delay as unreasonable and dismiss the protest unless special circumstances are shown which justify the delay. An order denying an application for adjustment may be protested, under Article V, in the same manner as a maximum price regulation. However, the protest may be based only upon grounds raised in the application for adjustment.

6. Section 26 is amended to read as follows:

SEC. 26. *Time and place for filing protests.* (a) A protest against a provision of a maximum price regulation may be filed at any time after the issuance thereof. Protests shall be filed with the Secretary, Office of Price Administration, Washington, D. C., except that protests of any person having his principal place of business in a territory may be filed with the director of the appropriate territorial office.

(b) Protests shall be deemed filed on the date received by the Secretary, Office of Price Administration, Washington, D. C., or by the director of the appropriate territorial office, as the case may be.

7. Section 29 (f) is revoked.

8. Section 33 is amended to read as follows:

SEC. 33. *Amendment of protest and presentation of supplemental evidence.* A protestant may at any time be granted permission to amend his protest or to present further evidence in connection therewith when, in the judgment of the Administrator, such permission will not unduly delay the completion of proceedings on the protest.

9. The first sentence of section 35 (a) is amended to read as follows:

(a) Within a reasonable time after the filing of any protest in accordance with this revised procedural regulation, but in no event more than thirty days after such filing, the Administrator shall:

10. Section 30 (c) is revoked.

This amendment shall become effective July 3, 1944.

(56 Stat. 23, 765; Pub. Laws 151 and 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 3d day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9802; Filed, July 3, 1944; 4:34 p. m.]

PART 1305—ADMINISTRATION

[Supp. Order 92]

ADJUSTABLE PRICING OF CERTAIN COTTON TEXTILES

A statement of the reasons for the issuance of this supplementary order has been issued simultaneously herewith and filed with the Division of the Federal Register.*

For the reasons set forth in that statement and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, the Stabilization Extension Act of 1944, and Executive Orders Nos. 9250 and 9328, it is hereby ordered, that:

§ 1305.120 *Adjustable pricing of certain cotton textiles.* (a) This Supplementary Order applies to the following cotton textiles:

(1) All goods covered by Revised Price Schedules and Maximum Price Regulation Nos. 7, 11, 33, and 89.[1]

(2) Denims, 3.60 yd. fine yarn sanforized shirting chambray, and Class A print cloths covered by Revised Price Schedule No. 35.[2]

(3) Knit cotton heavyweight underwear covered by Maximum Price Regulation No. 221.[3]

(b) In connection with any sale first made on or after June 30, 1944, of any of the goods referred to in paragraph (a), and any delivery pursuant to such sale, the producer may agree with his customer to adjust the price to conform to any revised ceiling price which may be established by the Office of Price Administration prior to the revocation of this supplementary order.

(c) The permission granted in paragraph (b) shall not apply to deliveries against contracts made prior to June 30, 1944. No contract existing prior to June 30, 1944 shall be changed by amendment of such contract, by substitution therefor of a new contract, or otherwise (whether or not such change is made pursuant to the terms of the original contract), if the change so effected results in an agreed price in excess of the maximum price applicable under the contract as it existed prior to June 30, 1944.

This order shall become effective as of June 30, 1944.

Issued this 3d day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9803; Filed, July 3, 1944; 4:33 p. m.]

PART 1315—RUBBER AND PRODUCTS AND MATERIALS OF WHICH RUBBER IS A COMPONENT

[MPR 300,[4] Amdt. 16]

MAXIMUM MANUFACTURERS' PRICES FOR DRUG SUNDRIES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

In § 1315.1755c (a) (1), the date "September 30, 1944", is substituted for the date "June 30, 1944".

This amendment shall become effective as of July 1, 1944.

Issued this 3d day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9804; Filed, July 3, 1944; 4:33 p. m.]

PART 1315—RUBBER AND PRODUCTS AND MATERIALS OF WHICH RUBBER IS A COMPONENT

[RO 1E,[1] Amdt. 10]

MILEAGE RATIONING: TIRE REGULATIONS FOR THE TERRITORY OF HAWAII

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Ration Order 1E is amended in the following respects:

1. In section 2.1, the definition of "limited service" is revoked.

2. Section 3.3 (b) is amended to read as follows:

(b) No Board shall issue a certificate for the acquisition of tires or tubes in excess of its quota.

3. Section 3.3 (d) is hereby revoked.

4. Section 4.2 is amended to read as follows:

SEC. 4.2 *Eligibility of passenger automobiles.* A consumer who meets the applicable conditions of section 4.1 may be granted a certificate for tires and new tubes in accordance with the following provisions:

(a) *Determination of uses of vehicle.* (1) The Board shall determine the purposes for which the applicant uses his vehicle as a basis for ruling on the applicant's tire eligibility.

(2) The applicant must establish the same facts as are required in section 5.4 (a) of Ration Order 5F for the allowance of occupational mileage.

(3) In the case of gasoline-operated vehicles, the Board shall reconsider the gasoline ration issued for use with the passenger automobile in accordance with the applicable provisions of Ration Order 5F.

(b) *Eligibility for Grade I Tires.*—(1) *Preferred mileage purposes.* A certificate for a Grade I tire (or a Grade III tire at the applicant's option) may be issued:

(i) For a passenger automobile which is used for one or more of the purposes described in section 5.6 (Preferred Mileage) of Ration Order 5F, if its total rationed mileage (excluding mileage allowed on a special ration) exceeds 150 miles per month.

(ii) To an applicant who operates fleet or official passenger automobiles on interchangeable gasoline ration books, if he establishes that the vehicle for which application is being made will be operated for one of the purposes described in section 5.6 of Ration Order 5F.

(2) *Obsolete size and Motorcycle and Motorscooter tires.* A certificate for a Grade I tire of an obsolete size or a motorcycle or motorscooter tire may be issued to replace an obsolete size tire or a motorcycle or motorscooter tire which cannot be recapped either because of its physical condition or the lack of recapping facilities but only if:

(i) In the case of a passenger automobile, a valid supplemental gasoline ration is outstanding;

(ii) In the case of a motorcycle or motorscooter, the vehicle is used by the applicant in carrying on an occupation or to drive to and from home and a fixed place of work.

(iii) In the case of a passenger automobile operated on a valid non-highway ration or with a fuel other than gasoline, the vehicle is used by the applicant in carrying on an occupation or to drive to and from home and a fixed place of work.

(c) *Eligibility for Grade III Tires.* A certificate for a Grade III tire may be issued for a passenger automobile which is not eligible under paragraph (b) and:

(1) Is operated on a valid supplemental gasoline ration; or

(2) Is operated on a valid non-highway gasoline ration or which is not propelled by gasoline.

(d) *Eligibility for tubes.* A certificate for a new tube may be issued for a motorcycle or motorscooter, or for any passenger automobile which is operated on a valid supplemental gasoline ration.

5. Section 6.3 (a) (2) is amended to read as follows:

(2) No dealer may transfer a tire in need of recapping to a consumer, except that a recappable passenger-type tire which is not worn beyond the breaker strip may be transferred to a consumer without first being recapped, in exchange for a certificate.

This amendment shall become effective July 1, 1944.

Issued this 4th day of July 1944.

MELVIN C. ROBBINS,
Territorial Director,
Territory of Hawaii.

Approved:

GERALD A. BARRETT,
Acting Regional Administrator,
Region IX.

[F. R. Doc. 44-9828; Filed, July 4, 1944; 11:49 a. m.]

PART 1341—CANNED AND PRESERVED FOODS

[MPR 306,[1] Amdt. 30]

CERTAIN PACKED FOOD PRODUCTS

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.*

Maximum Price Regulation 306 is amended in the following respects:

1. A headnote is added to § 1341.585 (a), and the portion of § 1341.585 (a) preceding the item "Group I" is amended, to read as follows:

(a) *Maximum prices for listed miscellaneous packed vegetables.* The miscellaneous packed vegetables listed below include the packed juices of such vegetables. The miscellaneous packed vegetables covered in this paragraph are as follows:

2. In the list under Group I in § 1341.585 (a), the item "Pickles (packed from fresh stock)" is amended to read as follows:

Pickles packed from fresh vegetables other than cucumbers

3. Section 1341.585 (b) is added to read as follows:

(b) *Maximum prices for pickles packed from fresh cucumbers.*—(1) *Maximum prices for sales to purchasers other than government procurement agencies.* (i) The processor's maximum price per dozen, f. o. b. factory, for sales to purchasers other than government procurement agencies of each kind, variety, grade, brand, style of pack, container type and size of pickles packed from fresh cucumbers shall be:

(*a*) The weighted average price per dozen charged by the processor, f. o. b. factory, for the same item during the first 60 days after the beginning of the 1941 pack; plus

(*b*) Eight per cent of the weighted average price per dozen, f. o. b. factory, as figured under (*a*), above; plus

(*c*) An increase for fresh cucumber costs, figured by converting 40 cents per bushel (of fresh cucumbers) into cents per dozen of the finished product, on the basis of his 1941 yield. The processor shall figure his "1941 yield" by dividing the total number of bushels of fresh cucumbers used by him in processing the item during the 1941 pack by the total number of dozens of the item packed during that period.

(ii) "Weighted average price" means the total gross sales dollars charged for the item divided by the number of dozens of containers sold. All sales made in the regular course of business during the first 60 days after the beginning of the 1941 pack shall be included, regardless of the date of delivery, except sales contracts made with government procurement agencies. Sales contracts made at times other than during that period shall not be included, even though delivery was made during the period.

(iii) If the processor cannot figure his maximum price under (i), above, nor under § 1341.557, his maximum price shall be the maximum price of his most closely competitive processor for the same item.

(2) *Maximum prices for sales to government procurement agencies.* The processor's maximum price per dozen, f. o. b. factory, for sales to government procurement agencies shall be 96 per cent of the maximum price, f. o. b. factory, for sales to purchasers other than government procurement agencies, as determined under subparagraph (1), above.

4. The headnote of § 1341.586 (d) (1) is amended to read as follows: "*All miscellaneous vegetables set forth in Groups I, II and III in § 1341.585 (a) and § 1341.585 (b), and sweet potatoes set forth in § 1341.584 (j):*

This amendment shall become effective July 10, 1944.

Issued this 4th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9829; Filed, July 4, 1944; 11:47 a. m.]

PART 1341—CANNED AND PRESERVED FOODS

[MPR 475,[1] Amdt. 4]

DRIED FRUITS, 1943 AND LATER CROPS

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.*

Maximum Price Regulation 475 is amended in the following respects:

1. The text of section 2 (a) (1) (i) preceding the table is amended to read as follows:

(i) The packer's maximum prices, f. o. b. factory, for dried apricots, packed in wood boxes containing 25 to 30 pounds, for Grade C, in sizes standard to jumbo inclusive, and slabs (Grade D), shall be as follows:

2. The text of section 2 (a) (1) (iii) preceding the table is amended to read as follows:

(iii) The packer's maximum prices, f. o. b. factory, for FSCC grade processed dried apricots, packed in wood boxes containing 25 to 30 pounds, shall be as follows:

3. The text of section 2 (a) (2) (i) preceding the table is amended to read as follows:

(i) The packer's maximum prices, f. o. b. factory, for dried peaches, packed in wood boxes containing 25 to 30 pounds, shall be as follows:

4. The text of section 2 (a) (3) (i) preceding the table is amended to read as follows:

(i) The packer's maximum prices, f. o. b. factory, for dried pears, packed in wood boxes containing 25 to 30 pounds, shall be as follows:

5. The text of section 2 (a) (4) (i) preceding the table is amended to read as follows:

(i) The packer's maximum prices, f. o. b. factory, for dried prunes, packed in wood boxes containing 25 to 30 pounds, shall be as follows:

This amendment shall become effective July 10, 1944.

Issued this 4th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9830; Filed, July 4, 1944; 11:47 a. m.]

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*Copies may be obtained from the Office of Price Administration.

[1] Revised Price Schedule No. 7 (Combed Cotton Yarns and the Processing Thereof), 7 F.R. 1221; Maximum Price Regulation No. 11 (Fine Cotton Goods), 9 F.R. 2661; Maximum Price Regulation No. 33 (Carded Cotton Yarns and the Processing Thereof), 7 F.R. 7557; Revised Price Schedule No. 89 (Bed Linens), 7 F.R. 715.

[2] Revised Price Schedule No. 35 (Carded Grey and Colored-Yarn Cotton Goods), 8 F.R. 1963.

[3] Maximum Price Regulation No. 221 (Manufacturers' Prices for Fall and Winter Knitted Underwear), 7 F.R. 7318.

[4] 8 F.R. 9203, 11251, 13173, 14964; 9 F.R. 94, 575, 2287.

[1] 8 F.R. 12434, 13920, 15378, 17566, 17223; 9 F.R. 727, 2893, 3031, 4743, 6231.

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 16896, 17224, 17295, 17482; 9 F.R. 287, 96, 1710, 2337, 4349, 5075, 6109.

[1] 8 F.R. 13707, 14215, 16687; 9 F.R. 899.

PART 1347—PAPER, PAPER PRODUCTS, RAW MATERIALS FOR PAPER AND PAPER PRODUCTS, PRINTING AND PUBLISHING

[RMPR 361,[1] Amdt. 1]

PULPWOOD

Pulpwood produced in the States of Maine, Vermont, New Hampshire, New York and that portion of Connecticut and Massachusetts west of the Connecticut River.

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Revised Maximum Price Regulation 361 is amended in the following respect:

In Appendix A, paragraph (b) (1) is amended to read as follows:

(1) The appropriate maximum prices set forth in paragraph (a) (1) above shall in no event be increased by more than $1.00 per cord when the producer can demonstrate that such payment is necessary to cover unusual costs of operation. Prior to the payment of all or any part of this sum, the consumer must apply to the Paper and Paper Products Branch, Office of Price Administration, Washington, D. C., for approval to pay such sum. The application must include a statement prepared by the producer which shows itemized unit costs, as well as a statement from the consumer as to why such additional payment is necessary. The statement of the producer must show unit costs broken down into such elements as stumpage, cutting, yarding, woods hauling, trucking, construction and maintenance of improvements, and general overhead.

Unless the Office of Price Administration or a duly authorized representative thereof shall, by notice mailed to the applicant within 15 days from the date of filing such application, approve, disapprove, adjust or extend the time within which to do any of the foregoing, such application shall be deemed to have been approved, subject to non-retroactive written disapproval or adjustment at any later time by the Office of Price Administration.

This amendment shall become effective July 10, 1944.

NOTE: The reporting provisions of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 4th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9831; Filed, July 4, 1944; 11:47 a. m.]

PART 1347—PAPER, PAPER PRODUCTS, RAW MATERIALS FOR PAPER AND PAPER PRODUCTS, PRINTING AND PUBLISHING

[MPR 449,[2] Amdt. 3]

GROUNDWOOD SPECIALTY PAPERS

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 3343.

[2] 8 F.R. 11515, 14985; 9 F.R. 6633.

Maximum Price Regulation 449 is amended in the following respect:

1. In the table of prices for Groundwood Book Papers appearing in Appendix A (a) the maximum base price for supercalendered groundwood rotogravure is amended to read as follows:

Grade	Minimum standard basis weight	Code for light weight differential, see paragraph (c) (2)	Maximum base price
Supercalendered groundwood rotogravure	39 lbs.—25 x 38/500	ELD	4.75

This amendment shall become effective July 10, 1944.

Issued this 4th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9832; Filed, July 4, 1944; 11:48 a. m.]

PART 1351—FOOD AND FOOD PRODUCTS

[RMPR 271,[1] Amdt. 17]

POTATOES AND ONIONS

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.*

Revised Maximum Price Regulation No. 271 is amended in the following respects:

1. In section 4 (b) the words "of the 1943 crop" are deleted.

2. In section 24, Table VII is added to read as follows:

TABLE VII—DRY ONIONS 1944 CROP[1]

MAXIMUM PRICES PER 50 POUND, IN BAGS LOADED ON CARRIER

States	July 15-Aug. 15	Aug. 16-Oct. 31	Nov. and Dec.	Jan.	Feb.	Mar.	Apr. and after
Maine, New Hampshire, Vermont, Massachusetts, Rhode Island	$2.00	$1.75	$2.00	$2.15	$2.30	$2.45	$2.60
Connecticut, New York, Pennsylvania, New Jersey, Delaware, Maryland, West Virginia, Virginia	2.00	1.80	2.05	2.20	2.35	2.50	2.65
Michigan, Indiana, Ohio, Kentucky, Illinois, Wisconsin	1.95	1.70	1.95	2.10	2.25	2.40	2.55
Minnesota, North Dakota, South Dakota, Nebraska, Iowa, Missouri, Kansas	1.90	1.60	1.85	2.00	2.15	2.30	2.45
Montana, Idaho, Washington, Oregon (Counties of Wallowa, Union, Grant, Baker, Harney, Malheur) Wyoming, Colorado, Utah, Arizona, New Mexico	1.80	1.50	1.75	1.90	2.05	2.20	2.35
Oregon, all counties except Crook, Deschutes, Klamath, Lake, Wallowa, Union, Grant, Baker, Harney and Malheur	1.85	1.60	1.85	2.00	2.15	2.30	2.45
Oregon (Counties of Crook, Deschutes, Klamath, Lake, Wallowa, Union, Grant, Baker, Harney and Malheur), and all other States	1.95	1.70	1.95	2.10	2.25	2.40	2.55

[1] The prices in this table are subject to the following differentials:
(a) For white onions in 50 lb. sacks, the country shipper may add 30¢ per 50 lbs.
(b) For dry onions 3 in. and larger in 50 lb. sacks the country shipper may add 20¢ per 50 lbs.
(c) For white boiler and white pickler onions packed in 50 lb. sacks and meeting U. S. Department of Agriculture specifications for size only, the country shipper may add $1.00 per 50 lbs.
(d) For dry onions packed in 10 lb. sacks or smaller, the country shipper may add 15¢ per 50 lbs.
(e) For dry onions packed in mesh bags of 10 lbs. or less, the country shipper may add 25¢ per 50 lbs.
(f) For dry onions packed in mesh bags of 25 lbs. the country shipper may add 10¢ per 50 lbs.
(g) If the purchaser furnishes sacks, the country shipper shall subtract 15¢ per 50 lbs.
(h) For dry onions, field run, bulk basis, where the purchaser furnishes sacks and performs all sorting and loading functions, the country shipper shall deduct 40¢ per 50 lbs.
(i) If country shipper furnishes protective services, such as straw or paper padding or preheating, he may add his actual cost for such services, not to exceed 2¢ per 50 lb. bag.

This amendment shall become effective July 10, 1944.

Issued this 4th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

Approved: June 24, 1944.

WILSON COWEN,
Assistant War Food Administrator.

[F. R. Doc. 44-9833; Filed, July 4, 1944; 11:48 a. m.]

PART 1371—IMPORT PRICES

[Maximum Import Price Reg.,[2] Amdt. 3]

A statement of the considerations involved in the issuance of this Amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

[1] 8 F.R. 15587, 15663; 9 F.R. 2298, 3589, 4027, 4647, 5379, 6151.

[2] 8 F.R. 11681, 12237; 9 F.R. 2350.

The Maximum Import Price Regulation is amended in the following respects:

1. The words "or a seller under any other applicable price regulation" are added at the end of section 1 (b).

2. Section 5 is amended by adding a new paragraph (c) to read as follows:

(c) Whenever the Price Administrator grants an adjustment to an industrial user under this section, he may also adjust wholesalers' and retailers' maximum prices which are governed by the General Maximum Price Regulation.

3. The second sentence of the definition of "same" in section 6 is amended to read as follows:

Such materials are to be regarded as the same, notwithstanding minor differences in grade, quality, style or design which, according to trade practice, would not result in any significant difference in the price charged.

4. The words "purchasing commissions" are deleted from the definition of "total landed costs" in section 6, and the following phrase is substituted:

Any reasonable commission paid by the importer to a purchasing agent outside the continental United States, if . . .

5. Section 7 is hereby revoked.

6. The words "state the total landed costs of the article" are deleted from section 8 (d) (8), and the words "state the present total landed costs of the article" are substituted.

7. Paragraph (f) through (i) in section 8 are redesignated (g) through (j), respectively, and a new paragraph (f) is added to read as follows:

(f) Any importer who was granted an approved price for any imported manufactured goods prior to April 1, 1944, based on a first purchase after April 30, 1943, is not required to reapply for approval of a selling price under paragraph (e) of this section unless the foreign seller of those goods did not sell the same goods during the thirty days prior to April 30, 1943, or did not offer them for sale on April 30, 1943.

In the event the foreign seller did sell the same goods during the thirty days prior to April 30, 1943, or offered them for sale on April 30, 1943, any importer who was granted an approved price for those goods based on his first purchase after April 30, 1943, shall reduce that price by any amount by which the foreign invoice price on which his approved price was based exceeds the price the foreign seller charged a purchaser of the same class during the thirty days prior to April 30, 1943, or, in the absence of such a sale, the foreign seller's firm offering price on April 30, 1943.

8. The second sentence of the definition of "same" in section 9 is amended to read as follows:

Such goods are to be regarded as the same notwithstanding minor differences in grade, quality, style or design which, according to trade practice, would not result in any significant difference in the price charged.

9. The words "August 20, 1943" are deleted from the definition of "total landed costs" in section 9 and the words "April 30, 1943," are substituted.

10. The words "purchasing commissions" are deleted from the definition of "total landed costs" in section 9, and the following phrase is substituted: "Any reasonable commission paid by the importer to a purchasing agent outside the continental United States, if.."

11. The words "and domestic" are deleted from the heading in section 9.

12. The words "When used in sections 7 and 8 of this regulation" are deleted from section 9 and the words "When used in section 8 of this regulation" are substituted.

13. The words "either" and "or the domestic manufacturer thereof" are deleted from the definition of "primary wholesaler" in section 9.

14. The words "the domestic manufacturer" are deleted from the definition of "retailer" in section 9.

This amendment No. 3 shall become effective July 10, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 4th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9834; Filed, July 4, 1944; 11:48 a. m.]

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 1016, 3513, 4227.

[2] 8 F.R. 9303, 9879, 12632, 12952, 14154, 15674, 16293.

PART 1381—SOFTWOOD LUMBER

[RMPR 26,[1] Amdt. 8]

DOUGLAS FIR AND OTHER WEST COAST LUMBER

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

In section 5 (c), subparagraph (2) is deleted, and the textual part of subparagraph (1) is amended to read as follows:

(1) Regardless of other provisions of this regulation, the maximum prices for certain specifications of lumber sold under Tables 1, 2, 3, and 4 are adjusted according to the tables below, subject to the limitation that the adjusted prices are good only on shipments made before October 16, 1944, against contracts or CPA auction acceptances made prior to September 16, 1944.

This amendment shall become effective July 3, 1944.

Issued this 3d day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9805; Filed, July 3, 1944; 4:33 p. m.]

PART 1439—UNPROCESSED AGRICULTURE COMMODITIES

[MPR 425,[2] Amdt. 5]

FRESH FRUITS, BERRIES AND VEGETABLES FOR PROCESSING

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.*

Section 15 is added, to read as follows:

SEC. 15. *Adjustments by Regional or District Offices.* The following authority is hereby delegated to each Regional Administrator which he may in turn redelegate to any of the District directors within his Region:

(a) To determine, for any area within his jurisdiction, and with respect to each commodity covered by this regulation, whether it has been a well-established custom in that area for a substantial number of processors to employ brokers or other agents to secure raw materials for processing. If such a custom is found to exist, the authorized officer shall issue an appropriate order permitting processors in that region or district to pay such an agent his usual commissions or fees in addition to paying the maximum price as established under the regulation to the supplier.

Any such order shall modify section 14 of this regulation to the extent necessary to effectuate the purposes of the order.

(b) To determine, for any area within its jurisdiction, and with respect to each commodity covered by this regulation, whether it has been a well-established custom in that area for a substantial number of processors to receive the raw material at points where they do not maintain their own facilities for grading, weighing, repacking and loading onto their conveyances. If such a custom is found to exist, the authorized officer shall issue an appropriate order to the effect that for the particular area the definition of "delivered to customary receiving points" in section 3 and of "customary receiving point" in Sec. 4 do not apply, and that processors' customary receiving points are the places where, in the past, they have customarily received the raw materials, whether or not they maintained the above mentioned facilities at that point.

This amendment shall become effective July 10, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 4th day of July 1944.

CHESTER BOWLES,
Administrator.

Approved: June 24, 1944.

WILSON COWEN,
Assistant War Food Administrator.

[F. R. Doc. 44-9835; Filed, July 4, 1944; 11:48 a. m.]

PART 1499—COMMODITIES AND SERVICES

[Order 375 Under (3) (b), Order 42]

BREAKSTONE BROTHERS, INC.

Order No. 42 under Order 375 of § 1499.3 (b) of the General Maximum Price Regulation. Breakstone Brothers, Inc. Docket No. N6352-13b-124-7.

For the reasons set forth in an opinion issued simultaneously herewith it is ordered that:

§ 1499.2167 *Authorization of maximum prices for sales of Breakstone Coffee manufactured by Breakstone Brothers, Inc., 45 Hubert Street New York, New York, to wholesale wagon route distributors and retailers.* (a) The maximum prices for sellers indicated below at which purchasers may buy Breakstone Coffee (a brand of roasted coffee blended in accordance with the formula submitted by Breakstone Brothers, Inc. in connection with its price application of May 12,

1944) in the indicated quantities and containers shall be as follows:

(1) From Breakstone Brothers, Inc. to wholesale wagon route distributors in:

1-pound glass jars	$0.3091
1-pound paper bags	.2744

(2) From wholesale wagon route distributors to retailers in:

1-pound glass jars	$0.38
1-pound paper bags	.35

(b) Wholesale wagon route distributors shall reduce the above prices by 2% for cash payment.

(c) Breakstone Brothers, Inc. shall mail or otherwise supply to its purchasers with or prior to its first deliveries of Breakstone Coffee packed as above, a statement showing the maximum prices as established by this order.

(d) All requests contained in the application of Breakstone Brothers, Inc. not granted herein are denied.

(e) This order may be revoked or amended at any time by the Price Administrator.

(f) This Order No. 42 shall become effective July 5, 1944.

Issued the 4th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9836; Filed, July 4, 1944; 11:51 a. m.]

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter II—Office of Defense Transportation

[Administrative Order ODT 1, Amdt. 13]

PART 503—ADMINISTRATION

DELEGATION OF AUTHORITY TO HIGHWAY TRANSPORT DEPARTMENT

Pursuant to Executive Orders 8989, as amended, 9156, 9214, and 9294, and War Production Board Directives 21 and 36; *It is hereby ordered*, That Administrative Order ODT 1, as amended (8 F.R. 6001), be, and it hereby is, further amended by adding a new section designated as § 503.11, to read as follows:

§ 503.11 *Highway Transport Department.* (a) The Assistant Director, Office of Defense Transportation, in charge of the Highway Transport Department, is authorized and directed to administer the provisions of General Order ODT 44 (9 F.R. 7089). In the administration of said order, said assistant director shall have full power and authority:

(1) To issue certificates of transfer; to determine the form and contents of such certificates; to provide application forms for such certificates; to prescribe, with the approval of the Bureau of the Budget in accordance with the Federal Reports Act of 1942, the information to be contained in such application forms; and to designate the places of filing thereof:

(2) To issue government exemption permits and to determine the form and content of such permits;

(3) To provide forms of notifications of transfer of new commercial motor vehicles and to determine the form and contents of such notifications;

(4) To appoint members of local appeal boards as provided in Administrative Order ODT 27 (9 F.R. 7092) and to revoke any such appointments from time to time;

(5) To require, with the approval of the Bureau of the Budget in accordance with the Federal Reports Act of 1942, when necessary, the making and keeping, and prescribing the manner and form, of reports and records, and to designate accredited representatives of the Office of Defense Transportation to examine and inspect such records; and

(6) To do any or all things, whether or not enumerated herein, that are necessary for the complete exercise of the powers and duties specifically or generally delegated to said assistant director by the provisions of this section.

(b) The authority conferred in paragraph (a) of this section upon the Assistant Director, Office of Defense Transportation, in charge of the Highway Transport Department, may be delegated by him to such member or members of his staff as he may designate.

This Amendment 13 to Administrative Order ODT 1 shall become effective July 1, 1944.

(E.O. 8989, as amended, 6 F.R. 6725, 8 F.R. 14183; E.O. 9156, 7 F.R. 3349; E.O. 9214, 7 F.R. 6097; E.O. 9294, 8 F.R. 221; War Production Board Directives 21 and 36, 8 F.R. 5834, 9 F.R. 6989)

Issued at Washington, D. C., this 30th day of June 1944.

J. M. JOHNSON,
Director.
Office of Defense Transportation.

[F. R. Doc. 44-9746; Filed, July 3, 1944; 11:52 a. m.]

Notices

INTERSTATE COMMERCE COMMISSION

[S. O. 70-A, Special Permit 341]

RECONSIGNMENT OF POTATOES AT KANSAS CITY, MO.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Kansas City, Missouri, June 29 or 30, 1944, by L. S. Taube & Company of cars of potatoes, now on the A. T. & S. F. Railway, MDT 19472 to Springfield, Missouri (Frisco), ART 24232 to Paducah, Kentucky (Burlington), account reconditioned.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 28th day of June 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-9725; Filed, July 3, 1944; 11:17 a. m.]

[S. O. 70-A, Special Permit 342]

RECONSIGNMENT OF POTATOES AT KANSAS CITY, MO.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Kansas City, Missouri, not later than July 3, 1944, by L. S. Taube Company, of cars of California potatoes, now on the A. T. & S. F. Railway, ART 22247 to Paducah, Kentucky (Burlington) and URT 7723 to Champaign, Illinois (Wabash).

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 29th day of June 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-9726; Filed, July 3, 1944; 11:17 a. m.]

[S. O. 70-A, Special Permit 343]

RECONSIGNMENT OF ORANGES AT INDIANAPOLIS, IND.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Indianapolis, Indiana, June 29 or 30, 1944, by Florida Citrus Exchange, of car WFE 66142, oranges, now on the Baltimore and Ohio Railroad to Chicago, Illinois (B&O-Wabash).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 29th day of June 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-9727; Filed, July 3, 1944; 11:17 a. m.]

[S. O. 200, Special Permit 102]

REICING OF POTATOES AT BELLEVUE, OHIO

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice in transit, one time only, at Bellevue, Ohio, (NKP), as ordered by U. S. Army Quarter Master Corps, car PFE 95610, potatoes, moving June 28, 1944, from Stillwell Cold Storage Company, Hannibal, Missouri, to S/O Bayonne, New Jersey (CB&Q-NYC&StL-LV).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 29th day of June 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-9728; Filed, July 3, 1944; 11:17 a. m.]

[S. O. 200, Special Permit 103]

REICING OF POTATOES AT TOLEDO, OHIO

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice, one time only, as ordered by Edw. H. Anderson and Company, cars of potatoes now on the New York Central Railroad at Goshen, Indiana, car URT 9178, BREX 75757, ART 19402 and SFRD 15509, reice at Toledo, Ohio (N. Y. C.), account reconsigned June 29, 1944, to New York, New York (NYC-Erie), PFE 44321, reice at first icing station en route account reconsigned to Traverse City, Michigan (NYC-PRR).

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 29th day of June 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-9729; Filed, July 3, 1944; 11:17 a. m.]

[S. O. 200, Special Permit 104]

REICING OF POTATOES AT SHREVEPORT, LA.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice in transit, one time only, at Shreveport, Louisiana (K. C. S.), as ordered by the U. S. Army Quarter Master Corps, cars of potatoes MDT 17401 and MDT 22436, moving June 29, 1944, from Midwest Cold Storage Company, Kansas City, Kansas, to Quarter Master Cold Storage Plant, New Orleans, Louisiana, (K. C. S. Lines-I. C.); also FGE 33370 and FGE 51753, potatoes, moving June 30, 1944, from and to the same points over the same route.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 29th day of June 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-9730; Filed, July 3, 1944; 11:17 a. m.]

[S. O. 200, Special Permit 105]

REICING OF POTATOES AT JERSEY CITY, N. J.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice, one time only, as ordered by Tassini and Salisch, cars of potatoes, MDT 20950, ART 21793, ART 17098, MDT 7015, PFE 25341, PFE 13367, now on the Baltimore & Ohio Railroad, at Jersey City, New Jersey. (C. of N. J.).

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 29th day of June 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-9731; Filed, July 3, 1944; 11:17 a. m.]

[S. O. 200, Special Permit 106]

REICING OF POTATOES AT EAST BUFFALO, N. Y.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice in transit, one time only, at East Buffalo, New York (NYC), as ordered by U. S. Army Quarter Master Corps, cars of potatoes, ART 18419 and ART 16186 shipped June 28, 1944, also ART 22157 and 23706 shipped June 29, 1944, from North American Cold Storage Company, East St. Louis, Illinois, to Sales Officer, Bayonne, New Jersey, c/o Idaho Potato Distributors, New York, New York (NKP-NYC).

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 30th day of June 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-9732; Filed, July 3, 1944; 11:17 a. m.]

[S. O. 200, Special Permit 107]

REICING OF POTATOES AT JERSEY CITY, N. J.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common car-

rier by railroad subject to the Interstate Commerce Act:

To reice, one time only, at Jersey City, New Jersey, car NWX 70533, potatoes, on the Baltimore and Ohio Railroad, (C. of N. J. RR), as ordered by Tassini & Salisch Company, account market closed July 1.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 30th day of June 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-9733; Filed, July 3, 1944; 11:17 a. m.]

[S. O. 200, Special Permit 108]

REICING OF POTATOES NOW AT GOSHEN, IND.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice, one time only, at the first available icing station, as ordered by Edw. H. Anderson and Company, cars of potatoes, LRX 7276 and SFRD 35843, now at Goehen, Indiana, on the New York Central Railroad, account reconsigned June 30, 1944, to M. Dunn, Cleveland, Ohio (N. Y. C.).

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 30th day of June 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-9734; Filed, July 3, 1944; 11:17 a. m.]

[S. O. 200, Special Permit 109]

REICING OF POTATOES AT EAST BUFFALO, N. Y.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice in transit, one time only, at East Buffalo, New York, as ordered by the U. S. Army Quartermaster Corps, cars of potatoes, ART 19339, 17828 and 19791, moving June 30, 1944, from North American Cold Storage Company, East St. Louis, Illinois, to Supply Officer, Naval Supply Depot, Bayonne, New Jersey, c/o Idaho Baking Potato Distributors, New York, New York (NKP-NYC); also to reice at Bellevue, Ohio, FGE 11108, moving June 30, 1944, from Stillwell Cold Storage Company, Hannibal, Missouri, to Naval Supply Depot, Bayonne, New Jersey, (CB&Q-NKP-LV).

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 30th day of June 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-9735; Filed, July 3, 1944; 11:18 a. m.]

[S. O. 70-A, General Permit 1]

COMPUTATION OF TIME ON REFRIGERATOR CARS AT KANSAS CITY, KANS.-MO.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

Because of temporary congestion and shortage of equipment, on refrigerator cars loaded with perishables arriving at the Fifth Street Yard of The Atchison, Topeka and Santa Fe Railway Company at Kansas City, Kansas-Missouri, from the Argentine (Kansas) yard of that Company, to compute time under the provisions of Service Order No. 70-A from the time such cars arrive at the Fifth Street Yard.

This permit shall become effective at 12:01 a. m., July 1, 1944, and shall expire at 12:01 a. m., July 16, 1944.

The waybills shall show reference to this general permit.

A copy of this general permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 1st day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-9822; Filed, July 4, 1944; 11:09 a. m.]

OFFICE OF DEFENSE TRANSPORTATION.

[Supp. Administrative Order ODT 1-7]

CHIEF OF ALLOCATION SECTION, HIGHWAY TRANSPORT DEPARTMENT

DELEGATION OF AUTHORITY

Pursuant to § 503.11 (b) of Administrative Order ODT 1, as amended:

1. Authority to sign, issue, and execute certificates of transfer and government exemption permits pursuant to §§ 501.422, 501.423 and 501.427 of General Order ODT 44 (9 F.R. 7089), or to disapprove applications for such certificates or permits, is hereby delegated to the Chief of the Allocation Section, Division of Equipment and Research, Highway Transport Department, Office of Defense Transportation.

2. The exercise of the powers and authority conferred hereby shall be subject to the general control and supervision of the Director of the Office of Defense Transportation, the Assistant Director, Office of Defense Transportation, in charge of the Highway Transport Department, and the Division Director, Division of Equipment and Research.

Issued at Washington, D. C., this 30th day of June 1944.

GUY A. RICHARDSON,
Assistant Director,
Highway Transport Department.

[F. R. Doc. 44-9747; Filed, July 3, 1944; 11:52 a. m.]

OFFICE OF PRICE ADMINISTRATION.

[2d Rev. MPR 346, Order 2]

CORN

ADJUSTMENT OF MAXIMUM PRICES

Order No. 2 under section 13 of Second Revised Maximum Price Regulation 346. Corn.

For the reasons set forth in an opinion issued simultaneously herewith and pursuant to the provisions of section 13 of Second Revised Maximum Price Regulation 346: *It is hereby ordered:*

(a) That persons selling or purchasing corn on the basis of a formula price at Warsaw, Illinois, may agree to deliver and receive delivery of such corn at prices to be adjusted upward in accordance with action taken by the Office of Price Administration after delivery, but prior to July 31, 1944.

(b) That prior to such action, no price may be paid in excess of the maximum price prevailing on the date of delivery.

(c) That this order may be revoked at any time.

This order shall become effective July 4, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 3d day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9766; Filed, July 3, 1944; 11:58 a. m.]

JUL 12 '44

FEDERAL REGISTER

THE NATIONAL ARCHIVES — LITTERA SCRIPTA MANET — 1934 — OF THE UNITED STATES

VOLUME 9 NUMBER 134

Washington, Thursday, July 6, 1944

Regulations

TITLE 7—AGRICULTURE

Chapter XI—War Food Administration (Distribution Orders)

[WFO 60, Termination]

PART 1460—FATS AND OILS

FISH OIL

War Food Order No. 60, as amended (9 F.R. 4736), is hereby terminated.

This order shall become effective at 12:01 a. m., e. w. t., July 3, 1944.

With respect to violations, rights accrued, liabilities incurred, or appeals taken under War Food Order No. 60, as amended, prior to said date, all provisions of said War Food Order No. 60, as amended, shall be deemed to remain in full force and effect for the purpose of sustaining any proper suit, action, or other proceeding with respect to any such violation, right, liability, or appeal.

Issued this 3d day of July 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 44-9837; Filed, July 4, 1944; 12:51 p. m.]

TITLE 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. 4730]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

INDIAN RIVER FRUIT & VEGETABLE DISTRIBUTORS, INC., ET AL.

§ 3.6 (cc) *Advertising falsely or misleadingly—Source or origin—Place:* § 3.66 (k) *Misbranding or mislabeling—Source or origin—Place:* § 3.96 (a) *Using misleading name—Goods—Source or origin—Place:* § 3.96 (b) *Using misleading name—Vendor—Products.* In connection with offer, etc., in commerce, of citrus fruits, (1) representing in advertisements and on labels, wrappers or otherwise, through the use of the words "Indian River", that the fruit sold and shipped by them is citrus fruit grown and produced in that section of the State of Florida known as the Indian River district, unless and until such fruit has in fact been grown and produced in said district; (2) representing, through the use of the words "Indian River Fruits Exclusively", or any other words or phrases of similar import, that all of the citrus fruit handled or sold by respondents was produced in that section of the State of Florida known as the Indian River district, unless and until such is the fact; and (3) using the words "Indian River" as a part of a corporate or trade name or otherwise, or the picturization of an Indian head, or any other words or picturization indicating the Indian River section of the State of Florida in connection with citrus fruit not produced in that section of the State of Florida known as the Indian River district; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) (Cease and desist order, Indian River Fruit & Vegetable Distributors, Inc., et al., Docket 4730, June 6, 1944)

At a regular session of the Federal Trade Commission held at its office in the City of Washington, D. C., on the 6th day of June, A. D. 1944.

In the Matter of Indian River Fruit & Vegetable Distributors, Inc., a Corporation, and Frank C. Spadaro

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission and the answer of the respondents, in which answer said respondents admit all the material allegations of fact set forth in said complaint and state that they waive all intervening procedure and further hearing as to said facts, and the Commission having made its findings as to the facts and conclusion that said respondents have violated the provisions of the provisions of the Federal Trade Commission Act;

(Continued on next page)

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FEDERAL REGISTER

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The Cumulative Supplement to the Code of Federal Regulations, covering the period from June 2, 1938, through June 1, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at $3.00 per unit. The following are now available:

Book 1: Titles 1–3 (Presidential documents) with tables and index.
Book 2: Titles 4–9, with index.
Book 3: Titles 10–17, with index.
Book 4: Titles 18–25, with index.
Book 5, Part 1: Title 26, Parts 2–178.

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It is ordered, That the respondents, Indian River Fruit and Vegetable Distributors, Inc., its officers, and Frank C. Spadaro, and their representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of citrus fruits in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

(a) Representing in advertisements and on labels, wrappers or otherwise through the use of the words "Indian River", that the fruit sold and shipped by them is citrus fruit grown and produced in that section of the State of Florida known as the Indian River district, unless and until such fruit has in fact been grown and produced in said district;

(b) Representing, through the use of the words "Indian River Fruits Exclusively", or any other words or phrases of similar import, that all of the citrus fruit handled or sold by respondents was produced in that section of the State of Florida known as the Indian River district, unless and until such is the fact;

(c) Using the words "Indian River" as a part of a corporate or trade name or otherwise, or the picturization of an Indian head, or any other words or picturization indicating the Indian River section of the State of Florida in connection with citrus fruit not produced in that section of the State of Florida known as the Indian River district.

It is further ordered, That the respondent shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which they have complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON, *Secretary.*

[F. R. Doc. 44–9876; Filed, July 5, 1944; 11:32 a. m.]

TITLE 29—LABOR

Chapter VI—National War Labor Board

PART 801—RULES OF ORGANIZATION

REGIONAL WAR LABOR BOARDS

The following section has been added to the rules of organization of the National War Labor Board:

§ 801.14 *Organization of Regional War Labor Boards.* (See § 802.51, 8 F.R. 16676, 9 F.R. 1612, 6852)

Approved: June 30, 1944.

THEODORE W. KHEEL, *Executive Director.*

[F. R. Doc. 44–9838; Filed, July 4, 1944; 12:51 p. m.]

PART 803—GENERAL ORDERS

WAGE AND SALARY RATES

General Order No. 6 has been amended to read as follows:

§ 803.6 *General Order No. 6.* (a) The hiring of an individual at a wage or salary rate in excess of the rate properly established in the plant for employees of similar skill and productive ability within the classification in which the individual is employed is an increase in wages or salary within the meaning of Executive Order 9250, and the regulations of the Director of Economic Stabilization, and requires the approval of the National War Labor Board.

(b) The hiring of an individual at a wage or salary rate lower than the rate or the minimum of the range of rates properly established in the plant for the job classification in which the individual is employed is a decrease in wages or salary within the meaning of Executive Order No. 9250, and the regulations of the Director of Economic Stabilization, and requires the approval of the National War Labor Board.

(c) If a wage or salary rate or range of rates for a job classification has not theretofore been established by the employer for the plant involved, the rate or range of rates may be established without the approval of the National War Labor Board if it bears the same relation to the rates or ranges of rates for similar classifications in the area as the existing rates or ranges of rates in the plant bear to comparable rates or ranges of rates in the area; *Provided, however*, That rates or rate ranges covering new plants or new departments within existing plants must be submitted to the National War Labor Board for approval.

(E.O. 9250, 7 F.R. 7871)

Approved, June 27, 1944.

THEODORE W. KHEEL, *Executive Director.*

[F. R. Doc. 44–9841; Filed, July 4, 1944; 12:51 p. m.]

PART 803—GENERAL ORDERS

RESTRICTIONS ON HIRING RATES

Section II of General Order No. 31 is amended by the addition of the following section:

§ 803.31 *Schedules.* * * *

II–F *Restrictions on hiring employees at rates in excess of the minimum rate of the properly established rate range for a given job classification*—1. *Existing establishments.* An employer shall hire employees at the minimum of the properly established rate range for a given job classification; *Provided, however*, That an employee who has special ability and experience may be hired at a rate within the range corresponding to such ability and experience. But an employer may not, within a given year (which shall be the same year as the one used by the employer in calculating the average amount of merit or length of service increases given under section II–C–1 of this General Order), hire more than 25 percent of all the employees hired for any job classification, at rates in excess of the minimum of the properly established rate range for that job classification. In any job classification in which fewer than four employees are hired within the year, one employee who has special ability and experience may be hired at a rate in excess of the minimum rate of the proprely established rate range. If, before the effective date of this amendment, an employer has had a plan properly in existence (as defined in this General Order) which provides that some percentage of employees in excess of 25 percent may be hired at rates above the appropriate minimum rate, such provision may be continued in effect. All other employers are subject to the restrictions of this or the following sub-section (II–F–1 or II–F–2).

2. *New establishments or new departments in existing establishments.* An employer shall hire employees at the minimum of the properly established rate range for a given job classification: *Provided, however*, That an employee who has special ability and experience may be hired at a rate within the range corresponding to such ability and experience. But an employer may not, within the first year of operation hire more than 50 percent of all the employees hired for any job classification, at rates in excess of the minimum of the properly established rate range for that job classification. During all subsequent years of operation, no more than 25 percent of all the employees hired in any job classification may be hired at rates in excess of the minimum of the properly established rate range for that job classification. In any job classification in which fewer than four employees are hired within the year, one employee who has special ability and experience may be hired at a rate in excess of the minimum rate of the properly established rate range.

(E.O. 9250, 7 F.R. 7871)

Approved June 27, 1944.

THEODORE W. KHEEL, *Executive Director.*

[F. R. Doc. 44–9840; Filed, July 4, 1944; 12:51 p. m.]

PART 803—GENERAL ORDERS

TERRITORIAL WAR LABOR BOARD FOR HAWAII

General Order 36 effective June 6, 1944, is hereby amended to read as follows:

§ 3803.36 *General Order No. 36*—(a) *Organization and jurisdiction.* (1) There is hereby created within the Territory of Hawaii the Territorial War Labor Board for Hawaii, to consist of the following members to be appointed by the National War Labor Board: Representatives of Labor, two of whom are to be available for service with the Territorial Board at any given time; Representatives of Industry, two of whom are to be available for service with the Territorial Board at any given time; and Representatives of the Public, two of whom are to be available for service with the Territorial Board at any given time. There shall be two Co-chairmen and one or more Vice Chairman, to be designated by the National War Labor Board from among the public representatives.

(2) The Territorial War Labor Board for Hawaii shall have jurisdiction over all labor disputes and voluntary wage and salary adjustments in Hawaii within the jurisdiction of the National War Labor Board. It shall have power, subject to the same review by the National War Labor Board as other Regional War Labor Boards, to issue final orders and rulings in such cases.

(3) The Territorial War Labor Board for Hawaii shall comply with all pertinent provisions of the rules of organization and procedure of the National War Labor Board, especially Part VI, entitled Jurisdiction and Procedure of Regional Boards; *Provided, however*, That the Territorial War Labor Board for Hawaii may by unanimous vote of its members, make such modifications in its procedures as are deemed by it to be necessary for its efficient administration. Such action shall be promptly reported to the National War Labor Board and shall be subject to the National War Labor Board's ultimate power of review.

(4) In acting hereunder on wage or salary adjustments, the Territorial War Labor Board for Hawaii shall comply with the terms of Executive Order 9250, dated October 3, 1942, Executive Order

9328, dated April 8, 1943, the Supplementary Directive of May 12, 1943 and all other Executive orders and regulations issued thereunder. The Territorial War Labor Board may make such recommendations as to appropriate policies to govern wage and salary adjustments as are adapted to the special circumstances obtaining in the Territory. Such recommendations shall be consistent with the Act of October 2, 1942. They shall be submitted for consideration of the National War Labor Board which will transmit to the Director of Economic Stabilization those recommendations deemed by it advisable and necessary.

(b) *Wage and salary adjustments which may be made effective without approval of Territorial War Labor Board for Hawaii.* (1) Adjustments in the wage and salary rates of individual employees as a result of (i) individual merit increases, (ii) individual increases based upon length-of-service, (iii) operation of an apprentice of trainee system, (iv) individual promotions or reclassifications, (v) increased productivity under piece work or incentive plans; *Provided, however,* That with respect to increases made under subdivisions (i), (ii) and (iii) of this section the total of such increases to any individual employee (subject to National War Labor Board jurisdiction) shall not exceed 10¢ per straight time hour during any year, and such increases during any such year shall not exceed an average of 5¢ per straight time hour for all the employees (subject to National War Labor Board jurisdiction) in the establishment.

(2) Increases in wage and salary rates made in compliance with any minimum wage statute or with any minimum wage order of the duly constituted authorities of the Territory of Hawaii.

(3) Adjustments in the wage and salary rates of governmental employees of the Territory of Hawaii. It is expected, however, that the authorities of the Territory of Hawaii will observe and abide by the same stabilization policies as are made applicable generally in the Territory.

(4) Establishment of a wage or salary rate or range of rates for a job classification not theretofore established for the plant involved, the rate or rate range so established to bear the same relation to rates or rate ranges for similar classifications in the area as the existing rates in the plant bear to comparable rates or rate ranges in the area, *Provided, however,* That rates for new establishments or new departments within existing establishments must be submitted for approval.

(5) The payment to employees, whose wage or salary increases are subject to the jurisdiction of the National War Labor Board, of a bonus, fee, gift, commission or other form of compensation customarily paid to such employees in the past provided that:

(i) If in a fixed amount, the total amount so paid to an employee during the current bonus year does not exceed the total so paid to an employee for like work during the preceding bonus year, or

(ii) If computed on a percentage, incentive or other similar basis, the rate and the method of computation are not changed in the current bonus year so as to yield a greater amount than that in the preceding bonus year, but a greater amount when resulting from the same rate and method of computation may be paid.

(6) The Territorial War Labor Board for Hawaii may, in the case of small total wage or salary increases, provide for the making of such other adjustments without its approval as it deems necessary for the efficient administration of its duties hereunder. Such action shall be promptly reported to the National War Labor Board and shall be subject to the National War Labor Board's ultimate power of review but any modification or reversal thereof shall not be retroactive.

(7) No general order heretofore or hereafter issued by the National War Labor Board shall be applicable to the Territory of Hawaii unless expressly extended thereto by action of the National War Labor Board.

(E.O. 9250, 7 F.R. 7871)

Approved: June 14, 1944.

THEODORE W. KHEEL,
Executive Director.

[F. R. Doc. 44-9839; Filed, July 4, 1944; 12:51 p. m.]

TITLE 31—MONEY AND FINANCE: TREASURY

Chapter IV—Secret Service

PART 404—FILM RECORDATION OF GOVERNMENT SECURITIES, CHECKS, AND WARRANTS BY BANKING INSTITUTIONS

JULY 4, 1944.

Part 404 of the Regulations of January 19, 1942 (7 F.R. 430), is hereby amended to read as follows:

Sec.
404.1 Authority.
404.2 Film recordation of Government securities, checks and warrants.
404.3 Modification or revocation.

AUTHORITY: §§ 404.1 to 404.3, inclusive, issued under 35 Stat. 1116, 18 U.S.C. 264; 38 Stat. 265, 12 U.S.C. 391.

§ 404.1 *Authority.* This authorization is made under authority of section 150 of the Act of March 4, 1909, 35 Stat. 1116 (18 U. S. C. 264), section 15 of the Act of December 23, 1913, 38 Stat. 265 (12 U.S.C. 391), and under all other authority vested in the Secretary of the Treasury.

§ 404.2 *Film recordation of Government securities, checks, and warrants.* (a) Authority is hereby given to all banks which are members of the Federal Reserve System, and to such other banks and financial institutions as may be designated by the Federal Reserve banks in their respective districts, to make film records of United States securities, checks, and warrants, and to project such film records upon a screen: *Provided,* That the film records are maintained as confidential.

(b) No prints, enlargements, or other reproductions of such film records shall be made except with the permission of the Secretary of the Treasury, the Treasurer of the United States, the Commissioner of the Public Debt, or the Chief of the Secret Service Division, or such officers as may be designated by them.

(c) Nothing in this authorization shall be construed to permit the reproduction of paper money.

§ 404.3 *Modification or revocation.* This authorization may be modified or revoked at any time.

[SEAL] D. W. BELL,
Acting Secretary of the Treasury.

[F. R. Doc. 44-9864; Filed, July 5, 1944; 11:16 a. m.]

TITLE 32—NATIONAL DEFENSE

Chapter VIII—Foreign Economic Administration

[Delegation of Authority 55]

PART 800—ORDERS AND DELEGATIONS OF AUTHORITY

DEPUTY DIRECTOR, REQUIREMENTS AND SUPPLY BRANCH, BUREAU OF SUPPLIES

By virtue of the authority vested in me as Director of the Requirements and Supply Branch of the Bureau of Supplies by Delegation of Authority No. 21 issued by the Executive Director of the Bureau of Supplies on December 1, 1943, authority is hereby delegated to the Deputy Director, Requirements and Supply Branch, Bureau of Supplies, to exercise, in the absence of the Director, all of the authority delegated to the Director of the Requirements and Supply Branch, Bureau of Supplies, by said Delegation of Authority No. 21.

Dated: July 3, 1944.

S. H. LEBENSBURGER,
Director,
Requirements and Supply Branch,
Bureau of Supplies.

[F. R. Doc. 44-9859; Filed, July 5, 1944; 10:20 a. m.]

Chapter IX—War Production Board

Subchapter B—Executive Vice-Chairman

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 933—COPPER

[Conservation Order M-9-c as Amended May 26, 1944, Amdt. 3]

Section 933.4 *Conservation Order M-9-c* is hereby amended by changing the item on the Combined List under the heading "miscellaneous" which now reads:

Sporting goods, and fishing and hunting equipment and supplies, except fishing equipment and supplies for commercial fishing use.

to read as follows:

Sporting goods, and fishing and hunting equipment and supplies (i) except fishing equipment and supplies for commercial fishing use; and (ii) except ammunition made from copper base alloy products allotted to manufacturers for the purpose of making civilian ammunition.

Issued this 5th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9867; Filed, July 5, 1944; 11:20 a. m.]

PART 1042—IMPORTS OF STRATEGIC MATERIALS

[General Imports Order M-63 as Amended June 22, 1944, Amdt. 1]

Section 1042.1 (General Imports Order M-63 as amended) is hereby amended by making the following changes in List I, List II, and List III:

Change	Material	Commerce import class number	Governing date
Remove from List I	Cod oil	0804.000	5/22/42
Remove from List II	Mercury-bearing ores and concentrates	N. S. C.	4/8/42
	Mercury or quicksilver (metallic)	6662.000	12/28/41
Remove from List III	Bananas, dried, desiccated, or evaporated	1330.170	6/28/43
	Bananas, green or ripe	1301.000	7/2/42
	Vegetables, dehydrated	N. S. C.	4/28/43
	Olive oil, edible	1424.000	9/23/43
Add to List III	Onions, dehydrated	1425.000	9/23/43
		N. S. C.	4/28/43

Issued this 5th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9868; Filed, July 5, 1944; 11:20 a. m.]

PART 1226—GENERAL INDUSTRIAL EQUIPMENT

[Conservation Order M-28 as Amended July 5, 1944]

DICHLORODIFLUOROMETHANE

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of dichlorodifluoromethane for defense, for private account, and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense.

§ 1226.27 *Conservation Order M-28.*—(a) *Definitions.* For the purpose of this order:

(1) "F-12 gas" means dichlorodifluoromethane (sometimes called "freon-12").

(2) "Person" means any individual, partnership, association, business trust, corporation, governmental corporation or agency or any organized group of persons whether incorporated or not.

(3) "Producer" means any person engaged in the production of F-12 gas.

(4) "Supplier" means any person to the extent that he is engaged in the business of distributing F-12 gas to persons using the same for installation in refrigerating or air conditioning systems. The term shall include an equipment manufacturer to the extent that he engages in the sale of F-12 gas which has not been installed in such systems. "System" means any "system" as defined in General Limitation Order L-38.

(5) "Equipment manufacturer" means any person to the extent that he uses F-12 gas for charging new refrigerating or air conditioning systems or parts of systems manufactured by him. It does not include affiliates, subsidiaries, branches, divisions or sections or an enterprise, if not actually engaged in the manufacture of systems or refrigerant containing parts of systems.

(6) "Insecticide manufacturer" means any person to the extent that he uses F-12 gas in the production of insecticide.

(7) "User" means any person who installs F-12 gas in a refrigerating or air-conditioning system, other than an equipment manufacturer. It includes suppliers, service agencies, owners or lessees, to the extent that they engage in installing F-12 gas in any system.

(8) "Contract agent" means any person to whom or for whose account F-12 gas is delivered by a producer for distribution to suppliers.

(If the same person, or two or more branches, divisions or sections of the same enterprise, acts in two or more capacities as contract agent, supplier, equipment manufacturer, or insecticide manufacturer, the particular provisions of this order which apply to the respective activities must be followed, to the extent to which the various provisions are applicable to each activity.)

(b) *Systems for which no deliveries are permitted.* (1) No person (including users, dealers, and other suppliers, and producers) shall deliver, or accept delivery of, any F-12 gas for use in, or for resale for use in any new or used system which is of a type referred to in List A, unless the delivery and use has been specifically authorized in writing by the War Production Board. It will be the general policy of the Board not to authorize delivery and use of F-12 gas for any List A system except in the following cases:

(i) When the major portion of the space to be air conditioned is used as a radio broadcasting studio, auditorium, hotel, restaurant, cafeteria, school, office or office building, or department store, and one of the following conditions exists: The building is "windowless" or one in which the windows cannot be opened for ventilation (such as glass brick, or glass set in a fixed frame which was built into the surrounding wall in an immovable way); or the rooms needing air conditioning are interior ones having no other means of adequate ventilation and are either served by a separate system or constitute a major portion of the space regularly occupied by persons and are served by one central system; or

(ii) When the system is used to air condition a room or rooms in a single family residence or a single apartment and its continued operation is essential to protect the life or restore the health of a person suffering from a serious ailment or disease and under care of a licensed physician, and a statement to that effect by such physician is also furnished with the application referred to below.

Application for WPB permission to get F-12 gas for such a use should be made by the owner or operator of the system by letter in duplicate (or in an emergency, by wire confirmed immediately by letter) to War Production Board, General Industrial Equipment Division, Washington 25, D. C., Ref. M-28 giving the address and a description of the building(s) in which the system is located and stating the extent to which the system comes within either of the cases described above, the quantity of F-12 gas needed, and the name and address of the probable supplier. The authorization, if granted, will be sent to the applicant, who should show it to his supplier when requesting delivery.

(2) During the period from November 12, 1943, through August 31, 1944, no person (including users, dealers, and other suppliers, and producers), shall deliver, or accept delivery of, any F-12 gas for use in, or for resale for use in any new or used system of any type (not in List A) unless the system must be operated under one or more of the following conditions:

(i) Where an air-cooled condenser is used and the ambient temperature is 110° F or higher; or

(ii) Where the saturated refrigerant temperature corresponding to the suction pressure is less than minus 10° F; or

(iii) Where aluminum or magnesium alloys or rubber (except synthetic rubber) have been used in construction of the system and come in contact with the refrigerant, and are not easily replaceable; or

(iv) Where the system is for use aboard ship, or outside of the continental United States by the Army, Navy, Maritime Commission or War Shipping Administration; or

(v) Where the total operating charge required to operate the system is ten (10) pounds or less of F-12 gas and the system was in operation on November 12, 1943, and is used for food preservation or for storage of penicillin, blood serum,

blood for plasma, blood plasma, biologicals and bacteriologicals; or

(vi) Where the use of no Group 2 or Group 3 refrigerants, as defined in the American Standard Safety Code for Mechanical Refrigeration, ASRE Circular No. 15, ASA–B 9–1939, as approved by the American Standards Association April 20, 1939, is permitted by that Code; or

(vii) Where the system is used in a sealed railroad car or sealed bus.

(The above restrictions apply not only to systems used for ordinary civilian purposes, but also to those owned, operated, or used within the continental United States by the Army, Navy, Maritime Commission or War Shipping Administration, including post exchanges and ships service stores, other than those used aboard ships.)

(3) Attention is called to paragraph (c) (2), which prohibits a supplier from delivering F–12 gas except on certified orders.

(c) *Deliveries by suppliers.* (1) No supplier or any other person (except a producer) shall deliver any F–12 gas for export outside of the continental United States, or for use by any of the following non-retail users (or to any ship yard or other person for use in a system to be delivered to any of them), namely: The Army, Navy, Maritime Commission, War Shipping Administration, post exchanges, ships service departments and activities, equipment and insecticide manufacturers, for new or used systems, or for use in insecticide, without specific authorization from the War Production Board. Subject to the foregoing restriction, any supplier or any other person (except a producer) may deliver F–12 gas to any other person, for use in any new or used system not referred to on List A of this order, if it must be operated under one or more of the conditions stated in (b) (2) (i) to (b) (2) (vii) both inclusive.

No person shall accept from a supplier or other person any delivery of F–12 gas which is prohibited by the restriction in this order.

(2) Whenever the owner of a system or any other user wishes to obtain F–12 gas for installation in a system or systems for which deliveries by suppliers are permitted under this order, he may place his order with any supplier for the minimum quantity, which the available cylinder or cylinders permit, necessary to bring the charge in the system or systems up to a normal operating charge. He must certify his order, or the vendor's delivery receipt, by a certificate endorsed on or attached to it, showing that the F–12 gas is to be used for such purposes only, and that he is not holding any empty cylinders not owned by him, which shall be in substantially the following form:

> The undersigned purchaser certifies to the seller and the War Production Board that he does not have any F–12 gas cylinders not owned by him, which have been empty for more than 15 days: and that the F–12 gas covered by this order will not be used or resold for any purposes not permitted by Order M–28.

Such certificate, which must be signed by the purchaser or his authorized official, will constitute a representation that what is stated in it is true. A supplier must not deliver any F–12 gas except under certified orders; and he must not make delivery under any order which is certified if he knows, or has any reason to believe that the certificate furnished with such order is untrue, incomplete, or inaccurate. In such a case the supplier must reject the order, and should explain why he is doing so, so that the prospective purchaser can comply with this order. Each supplier must keep all accepted orders and certificates which he receives, for a period of two years, for inspection by the War Production Board. (Certificates in the form required by this order before its amendment on November 12, 1943, may continue to be used for 30 days after that date, in place of the above form.)

This restriction shall not prevent a person who services several systems for which deliveries are permitted by this order from purchasing a cylinder of F–12 gas from a supplier, if the amount purchased is the smallest quantity practicable considering the sizes of the standard commercial cylinders and the amount needed in his current operations.

(3) No "standby charge" or any other quantity of F–12 gas, over and above that needed to bring the total charge in a system or systems up to the normal operating charge, shall be delivered to or accepted by any person for use in a system which he owns, leases, or operates (except the Army, Navy, Maritime Commission or War Shipping Administration): except, however, that a "standby charge" may be maintained for a system which is operated primarily for one of the following purposes: air conditioning or refrigeration for the production and storage of penicillin, or blood serum; or refrigeration for the storage of blood for plasma, or the production or storage of blood plasma.

(d) *Deliveries by producers.* Each producer shall hold his entire inventory of F–12 gas, together with all additional quantities produced or otherwise obtained by him from time to time, for delivery under such orders and for such uses as may be authorized or directed from time to time by the War Production Board. No deliveries of F–12 gas shall be made by a producer except pursuant to specific authorizations or directions heretofore or hereafter issued by the War Production Board.

(e) The provisions of this order shall be followed by every producer, contract agent, supplier, user, equipment manufacturer, insecticide manufacturer, and any other person buying, selling or delivering F–12 gas, without any regard to any preference ratings which have been assigned or which may hereafter be assigned to particular contracts or orders.

(f) *Miscellaneous provisions.*—(1) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable regulations of the War Production Board, as issued and amended from time to time.

(2) *Reports.*[1] (i) Each equipment manufacturer who wishes to secure delivery of F–12 gas during any month for charging systems or parts produced by him, or for factory repair and charging of sealed or hermetic condensing units, shall file with the War Production Board, on or before the 15th day of the preceding month a report on Form WPB–3326, prepared in accordance with the instructions for such form.

(ii) Any person wishing to secure F–12 gas during any month for ultimate uses (such as testing coaxial cable for leaks) other than the charging of new or used refrigeration or air conditioning systems or parts or use in insecticide, shall file with the War Production Board, on or before the 20th day of the preceding month, a report by letter, in triplicate, showing the minimum amount required for the month, the purpose for which required, and the amount used during the preceding calendar month for that purpose.

(3) *Violations.* Any person who willfully violates any provisions of this order, or who, in connection with this order, willfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, materials under priority control, and may be deprived of priorities assistance.

(4) *Appeals.* Any appeal from the provisions of this order, or any direction thereunder, shall be made by filing a letter in triplicate, referring to the particular provision appealed from and stating fully the grounds of the appeal.

(5) *Communications.* All reports to be filed and other communications concerning this order should be addressed to: War Production Board, General Industrial Equipment Division, Washington 25, D. C., Ref. M–28.

Issued this 5th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

LIST A—SYSTEMS FOR WHICH NO DELIVERIES ARE PERMITTED

Air conditioning systems. Any system, of any size operated or installed for the purpose of lowering the temperature and/or humidity of air in any building, room or other enclosure used as, or located in any of the following:

Amusement parks.
Animal hospitals.
Auditoriums.
Ballrooms, dancing studios and dance halls.
Bank and loan associations.
Bars, cocktail lounges, and beer parlors.
Bowling alleys.
Concert halls.
Funeral parlors.
Golf clubs, country clubs, athletic clubs, and all other clubs and club houses.
Hotels and apartment houses.
Moving picture houses.
Night clubs.
Office buildings and offices, public or private.
Railway, streetcar and bus stations and terminals.
Residential buildings and dwellings of all kinds.
Restaurants, cafeterias, and other places selling meats, food or beverages.
Schools.
Service establishments, such as laundries, cleaners and dyers, tailor shops, barber shops, "beauty" parlors, automobile sales and service shops, and repair shops of all kinds.
Skating rinks.
Stores, selling any kind of products, material or merchandise, at retail or wholesale (excluding manufacturing establishments).
Studios of all kinds.
Theaters.

This list does not include (i) any such system used primarily to air condition a building, room or other enclosure used chiefly for purposes not listed above, or (ii) any system designed, necessary and used, in substantial part, for the refrigeration and storage or processing of food, ice, or other materials or products, necessary to life or health, or to be delivered to the Army, Navy, Maritime Commission or War Shipping Administration, and requiring refrigeration, temperature control, or freedom from dust or other impurities.

Refrigeration systems.

Skating rink systems.
Refrigeration systems solely for storing or dispensing carbonated or malt beverages.

INTERPRETATION 1

[Interpretation 1 revoked November 12, 1943]

INTERPRETATION 2

(a) *Quantities which may be obtained by system owner.* Subparagraphs (c) (2) permits the owner (or lessee) of a refrigerating or air conditioning system (not on List A) who does his own installation of F–12 gas, to place his order for the minimum quantity "which the available cylinder or cylinders permit", necessary to bring the charge in his system up to a normal operating charge.

The standard commercial cylinders are generally available in sizes which contain four pounds, ten pounds, twenty-five pounds, and one hundred forty-five pounds of the gas, and a particular supplier may not have all four sizes in stock at all times. Questions will therefore arise as to the number and sizes of cylinders which the owner of a system is permitted to obtain, if the particular supplier with whom his purchase order is first placed should not happen to have the sizes of cylinder from which the minimum quantity needed by the system can be furnished the owner.

In such a case, the owner of the system should make a reasonable effort to obtain the minimum quantity which he needs, from some other supplier in his locality, rather than purchase an excessive quantity from the first supplier upon whom he calls. While the order does not prescribe rigid rules as to exactly what effort the purchaser should make in every case, it is required that he do whatever is practicable, under his particular conditions, to obtain the minimum quantity which he needs, and no more.

Where he is located in a large community in which there are a number of suppliers, he should contact several, if necessary in order to obtain the quantity needed. If he happens to be located in a small community where there is only one supplier who cannot furnish the exact quantity needed and the F–12 gas must be obtained immediately in order to avoid spoilage of a substantial quantity of food, the restriction would not prevent him from obtaining a larger amount, if that is unavoidable without letting his food spoil.

As a guide to the number and size of cylinders which should normally be obtained, for the different quantities of F–12 gas which may be needed in different cases, the following table is furnished:

Pounds of F–12 gas required	Amounts which should be ordered			
	Number of cylinders			
	4 pounds	10 pounds	25 pounds	145 pounds
0–4	1			
5–9		1		
10–14	1	1		
15–24		2 or	1	
25–29	1		1	
30–39	1	1	1	
40–49	1	2	1	
50–59		1	2	
60–69		2	2	
70–79	1		3	
80–89	1	1	3	
90–110		1	4	
111–145				1
146–170			1	1
171–195			2	1
196–220			3	1
221–245			4	1
246–290				2
291–315			1	2
316–340			2	2
341–365			3	2
366–390			4	2
391–435				3

The above interpretation applies only where the system owner buys his F–12 gas from a supplier, and installs it himself. If he has a service shop install the gas, the shop will always be able to furnish no more than the amount actually needed, from its service cylinders, and there will be no problem.

(b) *Installation of F–12 gas in systems or parts held by equipment manufacturers or dealers.* Paragraph (b) (1) prohibits deliveries of F–12 gas for systems on List A; (b) (2) prohibits deliveries for any other system, unless it must be operated under one or more of the conditions specified. These restrictions are intended to prevent deliveries of F–12 gas where there is a sale or other delivery of the gas. They prevent an equipment manufacturer or other person from delivering F–12 gas in any new or used system or refrigerant-containing parts if charged with F–12 gas furnished by him after the effective date of the applicable restriction, for any prohibited use.

These restrictions do not prevent the withdrawal and reinstallation of F–12 gas in the course of repairing a used system or refrigerant-containing part, where no additional F–12 gas is added to what was already in the system or part.

Neither do they restrict the delivery of new or used systems or refrigerant-containing parts which had already been charged at the time the applicable restriction became effective; nor do they prevent the owner or lessee of any installed system who had F–12 gas in his possession on the effective date of the applicable restriction, from charging the system with such gas, or having someone else do this charging for him, where no transfer of possession or ownership is involved. (Issued November 30, 1943.)

[F. R. Doc. 44–9869; Filed, July 5, 1944; 11:21 a. m.]

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[1] The reporting requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

PART 3109—MEDICAL EQUIPMENT AND SUPPLIES SIMPLIFICATION

[General Limitation Order L–214, Schedule 2, as Amended July 5, 1944]

CORRECTIVE SPECTACLES

Section 3109.3 *Schedule 2 to General Limitation Order L–214* is hereby amended to read as follows:

§ 3109.3 *Schedule 2 to General Limitation Order L–214*—(a) *Definition.* For the purposes of this schedule: "Corrective spectacles" means spectacles designed to correct or assist defective vision in which corrective focus lenses are employed.

(b) *Restrictions on the use of nickel and nickel-bearing alloy.*[1] No person shall incorporate any nickel or nickel-bearing alloy in the manufacture of corrective spectacles (or any part thereof) except to the extent permitted below:

(1) Nickel silver (containing not more than 10% nickel in the alloy) may be used in any part of metal spectacleware (including oxford-type spectacleware) and xylonite spectacleware.

(2) Nickel silver (containing not more than 18% nickel in the alloy) may be used in screws and dowels for metal spectacleware and xylonite spectacleware.

(3) Pure nickel or any nickel-bearing alloy may be used in:

(i) Pad-arm assemblies for metal spectacleware;

(ii) Arms (of the type not fastened to the lens) on semi-rimless metal spectacleware; and

(iii) Plating of "white metal" spectacleware.

(c) *Restriction on the eyesize of metal frames.* No person shall manufacture any metal frame for corrective spectacles which has an eye with a circumference or periphery of more than 144.5 mm. There is no restriction on the shape of the eye, but the circumference or periphery of the eye must not be greater than 144.5 mm.

(d) *Exception for Army and Navy orders.* The restrictions of this schedule do not apply to the manufacture of corrective spectacles (or any part thereof) to fill orders or contracts from or for the account of the Army or Navy of the United States, if such spectacles (or parts) are manufactured in conformity with the specifications applicable to the particular order or contract.

Issued this 5th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–9870; Filed, July 5, 1944; 11:21 a. m.]

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[1] NOTE: The former editions of this schedule restricted the use of all metals in corrective spectacles. This amendment has the effect of removing those restrictions with respect to all metals except nickel and nickel-bearing alloy and also permits the use of nickel and nickel-bearing alloy in certain parts not permitted by the previous editions of the schedule.

PART 3159—BISMUTH

[Conservation Order M-276, as Amended July 5, 1944]

BISMUTH

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of bismuth for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3159.1 *Conservation Order M-276*—(a) *Definitions.* For the purposes of this order:

(1) "Bismuth" means: (i) Refined bismuth in such forms as bars, ingots, pigs, sticks, slabs, cakes, moss powder, or other shapes, suitable for production of industrial or medicinal products; or

(ii) Any primary alloy containing more than 0.5% bismuth (by weight) which has been produced in the normal process of refining non-ferrous ores or concentrates, bullion, residues, or flue dust, suitable for production of finished bismuth-bearing alloys.

(2) "Producer" means any person who produces bismuth as a primary or secondary metal or as by-product in the conduct of any enterprise.

(3) "Distributor" means any person regularly engaged in the business of buying and selling bismuth.

(4) "Consumer" means any person who uses bismuth in the manufacture of alloys, solders, compounds, salts, mixtures, medicinal products, or other bismuth-bearing materials.

(b) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable regulations of the War Production Board, as amended from time to time.

(c) *Restrictions on deliveries.* (1) Notwithstanding any contract or agreement to the contrary or the receipt of any preference rating, no person shall deliver bismuth after July 1, 1944; except as follows:

(i) To a producer or distributor; or

(ii) To Metals Reserve Company, to any other corporation organized under section 5 (d) of the Reconstruction Finance Corporation Act as amended (15 U.S.C., section 606 (b)), or to any duly authorized agent of any such corporation; or

(iii) To a consumer if the amount delivered, together with all other amounts received by that consumer during the calendar month, does not exceed 100 pounds; or

(iv) Pursuant to specific authorization of the War Production Board based on the application of the consumer on Form WPB-2278, or otherwise.

(2) No person shall accept delivery of bismuth in violation of the provisions of paragraph (c) (1) above.

(3) No distributor shall accept delivery of bismuth without specific authorization of the War Production Board if the inventory of the distributor is, or will by virtue of such acceptance become, in excess of the practicable minimum working inventory reasonably necessary to meet deliveries of bismuth on the basis of the distributor's current rate of sale.

(d) *Restrictions on use.* Notwithstanding any contract or agreement to the contrary or the receipt of any preference rating, no consumer shall, after July 1, 1944, put into process or change the form or shape of bismuth except as follows:

(1) In amounts of less than a total of 100 pounds in any month; or

(2) Pursuant to specific authorization of the War Production Board for all amounts over a total of 100 pounds, based on the application of the consumer on Form WPB-2278, or otherwise.

(e) *Reports.* Any distributor or consumer who on the first day of any calendar month has in his possession or under his control a quantity of bismuth in excess of 100 pounds, or who has received or used in the preceding month a quantity of bismuth in excess of 100 pounds, shall file a report on Form WPB-2278 with the War Production Board. This report shall be filed in accordance with the instructions to the form. The reporting requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(f) *Communications.* All communications concerning this order should be addressed to: War Production Board, Tin-Lead Division, Washington 25, D. C., Ref.: M-276.

(g) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime, and, upon conviction, may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using material under priority control, and may be deprived of priorities assistance.

Issued this 5th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9871; Filed, July 5, 1944; 11:20 a. m.]

PART 3169—TEXTILE PRINT ROLLERS

[General Conservation Order M-280, Revocation]

Section 3169.1 (*General Conservation Order M-280*) is revoked. This revocation does not affect any liabilities incurred under the order. The manufacture and delivery of textile print rollers remain subject to all other applicable regulations and orders of the War Production Board.

Issued this 5th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9872; Filed, July 5, 1944; 11:21 a. m.]

PART 3290—TEXTILE, CLOTHING AND LEATHER

[Conservation Order M-138, as Amended July 5, 1944]

ISTLE

§ 3290.261 *Conservation Order M-138*—(a) *Definitions.* For the purposes of this order:

(1) "Istle" means raw unprocessed pita and palma istle of the grade "fair average quality" only.

(2) "Istle product" means yarn, roving, or twine or products made therefrom processed from "istle," alone or in combination with other fibers.

(3) "Processor" means any person who processes "istle" or any "istle product."

(4) "Damaged istle" means "istle" that has been rejected by Defense Supplies Corporation, or "istle" upon which an adjustment has been made by an insurance adjuster as a result of any kind of damage making a given bale or bales unsuitable, wholly or in part, for use in the manufacture of products permitted by this order.

(5) [Deleted July 5, 1944]

(6) [Deleted July 5, 1944]

(b) *Importation of istle.* The importation of istle and istle products is subject to the provisions of General Imports Order M-63 as amended from time to time.

(c) *Processing restrictions.* (1) No person shall put into process any istle or istle product, except for incorporation into any of the following products:

(i) Rope.

(ii) Twine, provided only palma istle is used.

(iii) Any product for ultimate delivery to, or for incorporation into any material for ultimate delivery to the Army or Navy of the United States, the Maritime Commission or War Shipping Administration.

(iv) Any product, for the manufacture of which any istle or istle product is allocated in accordance with paragraph (e).

(2) No processor shall use in any calendar month more than 16⅔ per cent of the quantity of palma istle which he used in the period from January 1, 1944, through March 31, 1944.

(d) *Restrictions on the use of damaged istle and damaged istle products.* Any processor or dealer who has in his possession damaged istle defined in paragraph (a) (4), or istle products defined in paragraph (a) (2) that are damaged, shall report to the War Production Board the nature of the damage and the quantity not suitable for the manufacture of the products, or for the end uses permitted by this order. The report shall be by letter setting forth all pertinent facts, including a statement of the portion of each bale or package actually damaged. After making that report and receiving from the War Production Board an acknowledgment which does not object to his claim of damage, he may then use or dispose of the portion of each bale or package, actually damaged and so reported, free from the restrictions of this order. (Note: See paragraph (i).)

NOTE: Paragraphs (e) and (f), formerly (d) and (e), redesignated July 5, 1944.

(e) *Control and allocation.* The War Production Board may from time to time allocate the supply of istle, and istle products, and specifically direct the time, manner and quantities in which deliveries to or by particular processors shall be made or withheld. It may also direct, permit, or prohibit particular uses of istle, or istle products, by any processor, in connection with the allocation of such material to him. Any direction, prohibition or allocation, pursuant to this paragraph, must, to be valid, be in writing and in the name of the War Production Board.

(f) *Restrictions on deliveries.* No person shall accept delivery of, or purchase any istle or istle product, for any use prohibited by this order. No person shall sell or deliver any istle or istle product to any person whom he knows or has reason to believe is not entitled to receive the same, or to any person who he has reason to believe will put such material to a use prohibited by this order.

(g) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter in triplicate, referring to the particular provision appealed from and stating fully the grounds of the appeal.

NOTE: Paragraphs (h), (i), (j), (k), formerly (f), (h), (i), (j), redesignated July 5, 1944.

(h) *Applicability of regulations.* This order and all transactions affected thereby are subject to all the applicable provisions of the regulations of the War Production Board, as amended from time to time.

(i) *Reports.* Any person who acquires or puts into process any istle shall report on Form WPB-914, formerly PD-469-Part 1, as required on the form. The reporting requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942. Persons affected by this order shall file such other reports and questionnaires as may from time to time be required, subject to the approval of the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(j) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise directed, be addressed to: War Production Board, Textile, Clothing and Leather Bureau, Washington 25, D. C., Reference: M-138.

(k) *Violations.* Any person who wilfully violates any provision of this order or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

Issued this 5th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9873; Filed, July 5, 1944; 11:20 a. m.]

PART 3290—TEXTILES, CLOTHING AND LEATHER

[Conservation Order M-217, Direction 1]

EXTENSION OF TIME FOR REVISING PRICE LINES AS PREVIOUSLY FILED

The following direction is issued pursuant to Conservation Order M-217:

The date July 11, 1944 after which price lines as previously filed may not be revised, as provided in paragraph (l) (4) of Conservation Order M-217, is hereby extended to July 18, 1944.

Issued this 5th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9874; Filed, July 5, 1944; 11:20 a. m.]

PART 3293—CHEMICALS

[Allocation Order M-340, as Amended July 5, 1944]

MISCELLANEOUS CHEMICALS

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of the chemicals subject to this order for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3293.491 *Allocation Order M-340*—(a) *Definitions.* (1) "Subject chemical" means any chemical listed in Appendix A, as therein defined.

(2) "Producer" means any person engaged in the production of any subject chemical and includes a person who imports any subject chemical or has it produced for him pursuant to toll agreement.

(3) "Distributor" means any person who buys any subject chemical for the purpose of resale without further processing and without changing the form thereof.

(4) "Supplier" means a producer or distributor.

(b) *Restrictions on deliveries.* (1) On and after the applicable effective date stated in Appendix A, no supplier shall deliver a subject chemical to any person except as specifically authorized or directed in writing by War Production Board. No person shall accept delivery of a subject chemical which he knows or has reason to believe is delivered in violation of this order.

(2) Authorization or directions as to deliveries to be made by suppliers in each calendar month will generally be issued by War Production Board prior to the beginning of such month, but may be issued at any time. They will normally be issued on Form WPB-2947 (formerly PD-602) which is to be filed by the supplier with War Production Board as explained in paragraph (g) below.

(3) If a supplier is authorized or directed by War Production Board to deliver a subject chemical to any specific customer or group of customers, but is unable to make the delivery either because of receipt of notice of cancellation or otherwise, the subject chemical shall revert to inventory, and shall not be delivered, or used, without further instructions.

(c) *Exceptions for small deliveries.* (1) Specific authorization in writing of War Production Board is not required for delivery by any supplier to any person in any calendar month of a subject chemical in a quantity not exceeding the quantity stated in Column 3 of Appendix B.

(2) The aggregate quantity of a subject chemical which any supplier may deliver in any calendar month pursuant to paragraph (c) (1), shall not exceed:

(i) The quantity which he has been specifically authorized, upon application pursuant to Appendix D, to deliver on small orders; or

(ii) If he is a distributor, the quantity which he acquired upon certification that it was required to fill small orders or the quantity which he acquired himself on such a small order, or

(iii) If he is a distributor who customarily delivers exclusively on small orders, any quantity.

(d) *Exceptions for deliveries for other reasons.* Specific authorization in writing of War Production Board is not required for delivery of a subject chemical by any supplier to any other person for a purpose stated in Column 4 of Appendix B.

(e) *Restrictions on use.* (1) On and after the applicable effective date stated in Appendix A, no supplier shall use a subject chemical except as specifically authorized or directed in writing by War Production Board.

(2) Each person who with an order for a subject chemical furnishes a certificate required by paragraph (f) shall use the subject chemical delivered on such order only as specified on such certificate except as otherwise specifically authorized or directed in writing by War Production Board.

(3) War Production Board may from time to time issue directions with respect to the use or uses which may or may not

be made of a subject chemical to be delivered to, or then in inventory of the prospective user.

(f) *Supplier to obtain from customer a certificate of use.* No supplier shall in any calendar month (beginning in the case of each subject chemical with the calendar month in which the order becomes effective as to that chemical as stated in Appendix A) deliver to any person a greater quantity of such subject chemical than is stated in Column 3 of Appendix B, unless he shall have received from such person a certificate as to the use for which such person is ordering such subject chemical. Such certificate shall be substantially in the form and shall be subject to the instructions stated in Appendix C and shall be in the hands of the supplier not later than the 15th day of the month preceding the month in which delivery is to be made. It need not be filed with War Production Board. A supplier must not deliver a subject chemical where he knows or has reason to believe the purchaser's certificate is false, but in the absence of such knowledge or reason to believe he may rely on the certificate.

(g) *Applications by suppliers for leave to deliver or use.* (1) Each supplier requiring authorization to make delivery of, or to use, a subject chemical during any calendar month shall file application on or before the 20th day of the preceding month. The application should be made on Form WPB-2947 (formerly PD-602) in the manner set forth in the general instructions appearing on that form, subject to the special instructions contained in Appendix D. If there is an inconsistency between the general and special instructions, the special instructions must be followed.

(2) War Production Board may issue to any supplier other and further directions with respect to preparing and filing Form WPB-2947 (formerly PD-602).

(h) *Miscellaneous provisions.*—(1) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable regulations of War Production Board, as amended from time to time.

(2) *Violations.* Any person who wilfully violates any provision of this order or who, in connection with this order wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(3) *Communications to War Production Board.* All reports required to be filed hereunder and all communications concerning this order, shall, unless otherwise directed, be addressed to: War Production Board, Chemicals Division, Washington 25, D. C. Ref: M-340.

Issued this 5th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

APPENDIX A

Chemicals subject to this order. (1) "Acetaldol" means the chemical known by that name and by the names aldol, beta hydroxy butyric aldehyde oxybutanol, 3-hydroxy butanal.

Effective date—August 1, 1943. Comes in the following grades: no grades.

(2) "ST-115" means the preparation known by that trade name, as defined and specified in Appendix to Regulation No. 3 (1942 Revision) of the Bureau of Internal Revenue.

Effective date—August 1, 1943. Comes in the following grades; no grades.

(3) "Dehydrol-O" means the chemical known by that trade name as defined and specified in Appendix to Regulation No. 3 (1942 Revision) of the Bureau of Internal Revenue.

Effective date—August 1, 1943. Comes in the following grades: no grades.

(4) "G. C.-78" means the chemical known by that trade name.

Effective date—August 1, 1943. Comes in the following grades: no grades.

(5) "By-product—phosphoric acid" means phosphoric acid obtained as a by-product in the manufacture of methyl methacrylate.

Effective date—September 1, 1943. Comes in the following grades: no grades.

(6) "Oxidized petrolatum" means high paraffinic petrolatum oxidized and processed to contain aliphatic ketones, and which is suitable for use as a base in the manufacture of rust preventive compounds or corrosion inhibitors meeting specification No. 52-C-18 such as those petrolatums known by the trade marks Par-Al-Ketone, Alox 707, and Alox 701.

Effective date—October 9, 1943. Comes in the following grades: no grades.

(7) [Deleted June 9, 1944]

(8) [Deleted Mar. 27, 1944]

(9) [Deleted Mar. 27, 1944]

(10) [Deleted Oct. 22, 1943.]

(11) [Transferred June 15, 1944, to M-300-25]

(12) "Enamel wire naphtha" (also known as E. W. naphtha) means a mixture of aromatic solvents derived from coke oven light oil, drip oil or coal tar, distilling between 150 and 290° C., with at least 15 per cent distilling above 200° C., and containing 20 to 60 per cent monomeric polymerizable constituents of the cumorone-indene type. The term does not include aromatic material for the production of E. W. naphtha, or for the production of cumorone-indene resin, or for the production of other chemicals or intermediates, or for use as solvents in the crude state.

Effective date—February 1, 1944. Comes in the following grades: no grades.

(13) "Methyl Bromide" means the chemical CH_3Br.

Effective date—March 1, 1944. Comes in the following grades: no grades.

(14) "Precipitated calcium carbonate" means ultra fine particle calcium carbonate such as the chemical known as Kalvan, Witcarb R and Multifex.

Effective date—April 1, 1944. Comes in the following grades: no grades.

(15) "Pyronate" means the pyroligneous alcohol known by that trade name which is produced as a by-product of the destructive distillation of hardwood.

Effective date—May 1, 1944. Comes in the following grades: No grades.

(16) "Hi-flash naphtha" means water white coal tar solvent naphtha, having a distillation range of 145° C. (293° F. to 200° C. (392° F.), derived from coke oven light oils, coal tar distillates, drip oils or holder oils.

Effective date—July 1, 1944. Comes in the following grades: No grades.

APPENDIX B

1	2	3	4
Name of chemical	Unit of measure	Maximum quantity deliverable to any one person in any calendar month without specific authorization and without certificate required by paragraph (f)	Purpose for which delivery may be made without specific authorization, regardless of quantity. (See par. (d))
(1) Acetaldol	Gallon	54 gallons	None.
(2) ST-115	Gallon	54 gallons	None.
(3) Dehydrol-O	Gallon	54 gallons	None.
(4) G. C.-78	Gallon	54 gallons	None.
(5) By-product phosphoric acid.	Ton	5 tons	None.
(6) Oxidized petrolatum.	Pound	25 pounds	None.
(7) [Deleted June 9, 1944.]			
(8) [Deleted Mar. 27, 1944.]			
(9) [Deleted Mar. 27, 1944.]			
(10) [Deleted Oct. 22, 1943.]			
(11) [Deleted June 15, 1944.]			
(12) E.W. Naphtha.	Gallons	54 gallons	None.
(13) Methyl Bromide.	Pound	10 pounds	None.
(14) Precipitated calcium carbonate.	Pound	50 pounds	None.
(15) Pyronate	Gallon	54 gallons	None.
(16) Hi-flash naphtha.	Gallons	54 gallons	None.

APPENDIX C—CUSTOMER'S CERTIFICATE OF INTENDED USE

The undersigned purchaser hereby certifies to War Production Board and to his supplier, pursuant to Order No. M-340, that the ---------- (specify subject chemical) ordered for delivery in ---------- 194-- Month will be used by him for the manufacture or preparation of the following product(s), and that such product(s) will be put to the following end use(s):

	Quantity	Primary product	End use
(A)			
(B)			

Name of purchaser

By ----------
Date Duly authorized official Title

Instructions for customer's certificate. (1) The certificate shall be signed by an authorized official of the purchaser, either manually or as provided in Priorities Regulation No. 7.

(2) Where a purchaser wishes to receive more than the exempted quantity of each of two or more subject chemicals, a separate certificate shall be obtained as to each.

(3) The purchaser will specify under "Primary product", the exact product or products in the manufacture or preparation of which the subject chemical will be used or incorporated. A distributor ordering the subject chemical for resale as such will specify "resale" or, if ordering exclusively for resale on exempt small orders, will specify "small orders of ---------- or less" (specify quantity stated in Column 3 of Appendix B). If purchase is for inventory state "inventory."

(4) Under "End use" purchaser will specify the ultimate or end use to which the primary product will be put. He will also indicate whether civilian, Lend-Lease, other export or military, and if the product is for uses falling in two or more such categories, the percentage falling in each. Also, he will give contract numbers in the case of military use or Lend-Lease, and in the case of export, export license numbers. A distributor ordering the subject chemical for resale as such will leave blank the "End Use" column.

APPENDIX D—SPECIAL INSTRUCTIONS FOR SUPPLIER'S FORM WPB-2947 (FORMERLY PD-602)

(1) *Obtaining forms.* Copies of Form WPB-2947 (formerly Form PD-602) may be obtained at local field offices of the War Production Board.

(2) *Number of copies.* Prepare an original and three copies. File original and two copies with War Production Board, Chemicals Division, Washington 25, D. C., Ref.: M-340, retaining the third copy for your files. The original filed with the War Production Board shall be manually signed by a duly authorized official.

(3) *Separate set for each chemical.* Where the supplier's application relates to deliveries of two or more subject chemicals, he will file a separate set of Form WPB-2947 (formerly Form PD-602) for each.

(4) *Information at top of form.* In the heading, under "Name of Material", specify the subject chemical to which the Form WPB-2947 (formerly Form PD-602) relates; under "Grade"; specify grade stated in Appendix A, or if no grade specified, leave blank; under "WPB Order No.", specify "M-340"; indicate month and year during which deliveries covered by the application are to be made; under "Unit of Measure", specify unit of measure stated in Column 2 to Appendix B; under name of company, specify your name and the address of the plant or warehouse from which shipment will be made.

(5) *Listing of customers.* In Column 1 (except for small orders as explained in (7) below) list the name of each customer from whom an order for delivery of the subject chemical during the applicable month has been received. If it is necessary to use more than one sheet to list customers, number each sheet in order and show the grand total on last sheet which is the only one that need be certified.

(6) *Primary product and end use.* In Column 1-a (except for small orders as explained in (7) below) specify the product or products in the manufacture or preparation of which the subject chemical will be used by your customer, the end use to which such product or products will be put, and military or Lend-Lease contract numbers, and export license numbers, all as indicated by the certificate obtained under paragraph (f) of this order. The quantity of the subject chemical used in the manufacture or preparation of each primary product for each product use shall be shown separately. If the subject chemical ordered by a customer is for two or more uses, indicate each use separately and indicate the quantity of the subject chemical ordered for each use.

(7) *Small orders.* The supplier need not list the name of any customer to whom he is to deliver in the applicable month a quantity of the subject chemical not exceeding the maximum quantity (indicated in Column 3 of Appendix B) which he is permitted to deliver to any one person in any calendar month without specific authorization. Also, in the case of any such delivery, he need not show the name of the product or the end use. Instead, he must write in Column 1 "Total small order deliveries (estimated)" and in Column 4, must specify the total estimated quantity of the subject chemical to be delivered on such orders.

(8) *Use by producers.* A producer requiring permission to use a part or all of his own production of the subject chemical shall list his own name as customer in Column 1 on Form WPB-2947 (formerly Form PD-602) specifying quantity required and product manufactured. Written approval of War Production Board on such Form WPB-2947 (formerly Form PD-602) shall constitute authority to the producer to use the subject chemical in the quantity and for the purposes indicated in such approved form.

(9) *Table II.* Each producer will report production, deliveries and stocks as required by Table II, Columns 9 to 16, inclusive. Distributors will fill out only Columns 10, 12 and 13. Producers and distributors will show in Column 8 Grade, as stated in Appendix A, or if no Grade is there specified, will leave Column 8 blank.

[F. R. Doc. 44-9875; Filed, July 5, 1944; 11:21 a. m.]

*Copies may be obtained from the Office of Price Administration.

[1] 7 F.R. 1338, 1836, 2000, 2132, 2241, 2948, 3125, 5362, 6474, 8948; 8 F.R. 1681.

Chapter XI—Office of Price Administration

PART 1335—CHEMICALS

[RPS 68,[1] Amdt. 7]

HIDE GLUE STOCK

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 1335.510 (e) is amended to read as follows:

(e) *Collectors' sales.* In the case of a sale of hide glue stock by a collector or other person not a producer, the maximum delivered price shall be the maximum f. o. b. price listed in paragraph (a) of this section for the type of material involved, plus the amount of additional charges per cwt. established as hereinafter indicated for the particular haul involved. (Such maximum price and additional charges shall be itemized on the invoice which shall be furnished the buyer before payment.)

Each collector of hide glue stock shall, on or before July 31, 1944, submit by registered mail to the nearest regional office of the Office of Price Administration an application containing the information listed below. Collectors entering business after July 10, 1944, shall make such an application no later than five days after their first delivery of hide glue stock. All applications may be amended at any time to include current information and to request the establishment of new or changed maximum charges for new or changed points of pick-up and delivery.

(1) A description of his business and method of operation in purchasing, selling and shipping hide glue stock.

(2) The location of points at which he receives and makes delivery, and the location of his assembly points, if any.

(3) The actual freight or trucking charges per cwt. and the actual loading and unloading expenses per cwt., if any, involved in shipments of hide glue stock between such of the aforementioned points as are made in the ordinary course of business.

(4) The total amount of charges per cwt. he proposes to add to each shipment between designated points.

Sales and deliveries may be made on the basis of such proposed additional charges. The Regional Administrator may by order at any time disapprove and modify any proposed additional charges which are out-of-line with the level of contract carrier charges in that area for the type of service rendered.

If within a period of 30 days after mailing the application, the seller is not advised by the Regional Administrator of its disapproval, such proposed charges may be considered as authorized. In the event of any modification of unauthorized charges the seller shall make refund accordingly.

This amendment shall become effective July 10, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 5th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9880; Filed, July 5, 1944; 11:38 a. m.]

PART 1340—FUEL

[RMPR 436, Amdt. 1]

CRUDE PETROLEUM, AND NATURAL AND PETROLEUM GAS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Revised Maximum Price Regulation No. 436 is amended in the following respects:

1. Section 10 (f) (10) is added to read as follows:

(10) *Vacherie (Hester) Field.* The maximum price at the receiving tank for crude petroleum produced in the Vacherie (Hester) Field, St. James Parish, Louisiana, shall be as follows:

API gravity:	*Per 42-gallon barrel*
Below 21	$0.90
21-21.9	.92
22-22.9	.94
23-23.9	.96
24-24.9	.98
25-25.9	1.00
26-26.9	1.02
27-27.9	1.04
28-28.9	1.06

API gravity:	Per 42-gallon barrel
29–29.9	$1.08
30–30.9	1.10
31–31.9	1.12
32–32.9	1.14
33–33.9	1.16
34–34.9	1.18
35–35.9	1.20
36–36.9	1.22
37–37.9	1.24
38–38.9	1.26
39–39.9	1.28
40 and above	1.30

2. Section 10 (n) (10) is added to read as follows:

(10) *Alta Mesa Field.* The maximum price at the receiving tank for crude petroleum produced in the Alta Mesa Field, Brooks County, Texas, shall be as follows:

API gravity:	Per 42-gallon barrel
Below 20	$1.03
20–20.9	1.05
21–21.9	1.07
22–22.9	1.09
23–23.9	1.11
24–24.9	1.13
25–25.9	1.15
26–26.9	1.17
27–27.9	1.19
28–28.9	1.21
29–29.9	1.23
30–30.9	1.25
31–31.9	1.27
32–32.9	1.29
33–33.9	1.31
34–34.9	1.33
35–35.9	1.35
36–36.9	1.37
37–37.9	1.39
38–38.9	1.41
39–39.9	1.43
40 and above	1.45

This amendment shall become effective July 10, 1944.

Issued this 5th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–9881; Filed, July 5, 1944; 11:38 a. m.]

PART 1346—BUILDING MATERIALS

[MPR 188, Corr. to Amdt. 42[1] to Order A–1]

WARM AIR FURNACES AND FURNACE REPAIR PARTS

Paragraphs (a) (10) (ii), (iii) and (v) of Order A–1 under Maximum Price Regulation No. 188 are corrected as follows:

All references to "August 4, 1943" are corrected to read "August 3, 1943."

This correction shall be effective as of June 24, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 5th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–9882; Filed, July 5, 1944; 11:36 a. m.]

[1] 9 F.R. 7022.

PART 1347—PAPER, PAPER PRODUCTS, RAW MATERIALS FOR PAPER AND PAPER PRODUCTS, PRINTING AND PUBLISHING

[MPR 463,[1] Amdt. 1]

SPECIALITY PAPER BAGS AND SPECIALITY PAPER ENVELOPES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation 463 is amended in the following respect:

1. Section 6 is amended to read as follows:

SEC. 6. *Applicability of the General Maximum Price Regulation.* (a) The provisions of this Maximum Price Regulation 463 supersede the provisions of the General Maximum Price Regulation with respect to sales and deliveries of specialty paper bags and specialty paper envelopes for which maximum prices are established by this Maximum Price Regulation 463.

(b) The provisions of this Maximum Price Regulation 463 and the General Maximum Price Regulation shall not apply to sales and deliveries of commodities subject to this regulation by nonprofit making agencies for the blind (i. e., institutions operated in the interest of blind persons, the net income of which does not inure in whole or in part to the benefit of the shareholders or individuals) of any commodity on which 75 percent or more of the direct labor in man-hours has been performed by the blind.

This amendment shall become effective July 10, 1944.

Issued this 5th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–9883; Filed, July 5, 1944; 11:38 a. m.]

PART 1351—FOOD AND FOOD PRODUCTS

[MPR 422,[2] Amdt. 20]

CEILING PRICES OF CERTAIN FOODS SOLD AT RETAIL IN GROUP 3 AND GROUP 4 STORES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation 422 is amended in the following respects:

1. In section 39 (a), the item "Watermelons" is added to list (2) in Table B–II to read as follows:

TABLE B—MARK-UPS OVER "NET COST" ALLOWED TO GROUP 1 AND GROUP 2 RETAILERS FOR PERISHABLES COVERED BY THIS REGULATION BY COMMODITIES

II. Food commodities	Allowed dollars-and-cents mark-ups per "selling unit"		"Selling unit" in which ceiling price must be calculated
	Independent retailers with annual volumes		
	Group 1, Under $50,000	Group 2, $50,000 but less than $250,000	
(2) Fresh fruits: Watermelons	*Cents* 1½	*Cents* 1½	1 pound.

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 12177.

[2] 9 F.R. 5656, 6828, 6981.

TABLE 5—MARK-UPS OVER "NET COST" ALLOWED TO GROUP 3 AND GROUP 4 RETAILERS FOR PERISHABLES COVERED BY THIS REGULATION BY COMMODITIES

II. Food commodities	Allowed dollars-and-cents mark-ups per "selling unit"		"Selling unit" in which ceiling price must be calculated
	Group 3. Retailer other than independent with annual volume under $250,000	Group 4. Any retailer with annual volume of $250,000 or more	
(2) Fresh fruits: Watermelons	*Cents* 1	*Cents* 1	1 pound.

2. In section 39 (b) (2) the following definition is added in alphabetical order:

"Watermelons" means all grades, sizes, and varieties of watermelons. All grades, sizes, and varieties shall be considered a single item and priced as such. Excluded are citron-melons.

This amendment shall become effective July 13, 1944.

Issued this 5th day of July 1944.

CHESTER BOWLES,
Administrator.

Approved: June 26, 1944.

MARVIN JONES,
War Food Administrator.

[F. R. Doc. 44–9885; Filed, July 5, 1944; 11:37 a. m.]

PART 1351—FOOD AND FOOD PRODUCTS

[MPR 423,[1] Amdt. 21]

CEILING PRICES OF CERTAIN FOODS SOLD AT RETAIL IN INDEPENDENT STORES DOING AN ANNUAL BUSINESS OF LESS THAN $250,000 (GROUP 1 AND GROUP 2 STORES)

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation 423 is amended in the following respects:

1. In section 28 (a), the item "Watermelons" is added to list (2) in Table B–II to read as follows:

TABLE B—MARK-UPS OVER "NET COST" ALLOWED TO GROUP 1 AND GROUP 2 RETAILERS FOR PERISHABLES COVERED BY THIS REGULATION BY COMMODITIES

II. Food commodities	Allowed dollars-and-cents mark-ups per "selling unit"		"Selling unit" in which ceiling price must be calculated
	Independent retailers with annual volumes		
	Group 1, Under $50,000	Group 2, $50,000 but less than $250,000	
(2) Fresh fruits: Watermelons	*Cents* 1½	*Cents* 1½	1 pound.

[1] 9 F.R. 5671, 6829.

2. In section 28 (b) (2) the following definition is added in alphabetical order:

"Watermelons" means all grades, sizes, and varieties of watermelons. All grades, sizes, and varieties shall be considered a single item and priced as such. Excluded are citron-melons.

This amendment shall become effective July 13, 1944.

Issued this 5th day of July 1944.

CHESTER BOWLES,
Administrator.

Approved: June 26, 1944.

MARVIN JONES,
War Food Administrator.

[F. R. Doc. 44–9884; Filed, July 5, 1944; 11:37 a. m.]

PART 1351—FOOD AND FOOD PRODUCTS

[MPR 545]

BABASSU, COPRA, OURICURI, PALM KERNEL, AND SESAME PRODUCTS

In the judgment of the Price Administrator, it is necessary and proper to establish specific maximum prices for the sale and delivery of babassu products, copra products, ouricuri products, palm kernel products and sesame products. The prices established herein are, in the judgment of the Administrator, generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942, as amended, and of Executive Order 9250 and Executive Order 9328.

Supplementary Order No. 45 is superseded insofar as that order exempted sesame meal from price control.

Such specifications and standards as are used herein were, prior to such use, in general use in the trades or industries affected.

A statement of the considerations involved in the issuance of this regulation, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

MAXIMUM PRICE REGULATION 545—BABASSU, COPRA, OURICURI, PALM KERNEL AND SESAME PRODUCTS

Sec.
1. Applicability.
2. Sales at other than maximum prices.
3. Evasion.
4. Documents, records and reports.
5. Enforcement.
6. Licensing.
7. Protests and petitions for amendment.
8. Definitions.
9. Maximum prices for bulk sales of listed meal products.
10. Base per ton prices for all listed meal products.
11. Increases for sacks.

AUTHORITY: Secs. 1 to 11, inclusive (§ 1351.389) issued under 56 Stat. 23, 765; Pub. Law 151; 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.

SECTION 1. *Applicability.* Except for those sales exempted by paragraph (a) of this section, this regulation shall apply to all sales within the United States and to all deliveries, whether immediate or future, pursuant to said sales, of the following commodities:

Babassu oil meal, oil cake, sized cake and pellets;
Copra oil meal, oil cake, sized cake and pellets;
Ouricuri oil meal, oil cake, sized cake and pellets;
Palm kernel oil meal, oil cake, sized cake and pellets;
Sesame oil meal, oil cake, sized cake and pellets.

(a) *Exempt sales*—(1) *Export sales.* This regulation shall not apply to any export sale. The maximum price for such sales shall be determined in accordance with the provisions of the Second Revised Maximum Export Price Regulation, as amended.

(2) *Emergency purchases.* This regulation shall have no application to any purchase by the United States or any of its agencies under such circumstances of emergency as to make immediate delivery imperative, and as to render it impossible to secure or unfair to require immediate delivery at the maximum price which would otherwise be applicable, if such purchases and deliveries are made pursuant to the provisions of section 4.3 (f) of Revised Supplementary Regulation No. 1 to the General Maximum Price Regulation as amended: *Provided, however,* That the Administrator may, by order, waive the reporting of any part of the information required by section 4.3 (f) in connection with a particular purchase or group or purchases upon determining that such information may not reasonably be required under all the circumstances, and he may, in lieu thereof, require the reporting of other information more suited to the circumstances.

SEC. 2. *Sales at other than maximum prices.* (a) Regardless of any contract or obligation, no person shall sell or deliver, and no person shall, in the course of trade or business, buy or receive any of the products covered by this regulation at prices above the maximum prices established by this regulation nor shall any person agree, solicit, offer or attempt to do any of the foregoing: *Provided, however,* That certain agreements to raise prices are permissible, as provided for in subparagraph (1) of this paragraph.

(1) Any person may agree to sell at a price which can be increased up to the maximum price in effect at the time of delivery; but no person may, unless authorized by the Office of Price Administration, deliver or agree to deliver at prices to be adjusted upward in accordance with action taken by the Office of Price Administration after delivery. Such authorization may be given when a request for a change in the applicable maximum price is pending, but only if the authorization is necessary to promote distribution or production and if it will not interfere with the purposes of the Emergency Price Control Act of 1942, as amended. The authorization may be given by an order of the Administrator or of any official of the Office of Price Administration having authority to act upon the pending request for a change in price or to give the authorization.

(b) Prices lower than the maximum prices established by this regulation may, of course, be charged or paid.

SEC. 3. *Evasion.* Any method whereby a seller obtains greater consideration than the maximum price, or whereby he gives less than the consideration due the buyer for the maximum price is an evasion of this regulation, and therefore prohibited; and any offer or agreement which accomplishes or attempts to accomplish such a result is equally prohibited.

SEC. 4. *Documents, records and reports.* (a) Every seller, and every purchaser in the course of trade or business, shall keep for inspection by the Office of Price Administration for so long as the Emergency Price Control Act of 1942, as amended, remains in effect, complete and accurate records of every sale and purchase covered by this regulation.

(b) Every person making a sale covered by this regulation shall, for each such sale, prepare an invoice or bill of sale in duplicate. He shall retain one copy for his file and give one copy to his customer. Each such invoice or bill of sale must state the name and address of the buyer and seller, the sales price and the maximum price, the kind and grade of commodity and quantity sold, its guaranteed protein content, if any, and some indication as to whether it was sold bulk or sacked. In addition, every processor and jobber preparing such an invoice or bill of sale, must state thereon the point of production of the commodity and he must separately state any charges included in the sale price for sacks or containers, and for transportation (in excess of those charges included in the base price) and any markup included in such price.

(c) Upon demand every such person shall submit such records and files to the Office of Price Administration and keep such further records as the Office of Price Administration may from time to time require.[1]

SEC. 5. *Enforcement.* Persons violating any provisions of this regulation are subject to the license revocation and suspension provisions, civil enforcement actions, suits for treble damages and criminal penalties as provided in the Emergency Price Control Act of 1942, as amended.

SEC. 6. *Licensing.* The provisions of Licensing Order No. 1, licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation. A seller's license may be suspended for violations of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sales for which his license has been suspended.

SEC. 7. *Protests and petitions for amendment.* Any person seeking an interpretation or an amendment of, or desiring to file a protest against any pro-

*Copies may be obtained from the Office of Price Administration.

visions of this regulation, may do so in accordance with Revised Procedural Regulation No. 1, as amended, issued by the Office of Price Administration.

SEC. 8. *Definitions.* Except as otherwise provided in the articles of this regulation dealing with maximum prices, when used herein the following terms shall have the following meanings:

"Person" means an individual, corporation, partnership, association, any other organized group of persons and their legal successors or representatives. The term includes the United States, its agencies, other governments, their political subdivisions and their agencies.

"United States", when it refers to an area, means the 48 states and the District of Columbia.

"Processor" means, with respect to any lot, the person who manufactures such lot. When any commodity is processed (or further processed) by a person who does not own it, the owner who caused it to be processed (or further processed) shall be deemed to be the processor when he sells the commodity which results.

"Store" means a building where a regular business of selling and delivering feeds and/or grain to feeders is carried on, and where the owner or one or more of his employees works on substantially a full-time basis in such business or in a general retail business of which such feed and grain business is a part.

"Retailer" means, with respect to any lot, a person who purchased such lot and who resells it to a feeder after having unloaded it into a store.

"Car door seller" means a person who maintains a store, and who, with respect to any lot he has purchased as a carload shipment, sells such a lot to feeders in less than carload lots without having unloaded the lot into a warehouse or store.

"Jobber" means, with respect to any lot, a person other than the processor or car door seller, who sells such lot without having previously unloaded it into a warehouse or store.

"Wholesaler" means, with respect to any lot, a person other than the processor, who sells such lot to anyone other than a feeder, after having unloaded it into a warehouse or store, or to a feeder after having unloaded it into a place of business other than a store.

"Importer" means, with respect to any lot manufactured outside the United States, the first person to whom such lot is delivered in the United States, and who sells such lot within the United States.

"Feeder" means, with respect to any lot, a person who uses such lot for feeding animals or poultry.

"Supplier" means, as to any seller, the person from whom he purchased the lot being priced.

"Customer" means, as to any seller, the person to whom he sells the lot being priced.

"Oil cake" is the product remaining after the commercial extraction of oil from a nut, seed or bean.

[1] Subject to the approval of the Bureau of the Budget in accordance with Federal Reports Act, 1942.

"Oil meal" is finely ground oil cake.

"Sized cake" is ground oil cake which will not pass through a 3/8 inch screen. It may, however, include limited quantities of oil meal, in keeping with normal trade practices.

"Pellets" are the product which result from the processing of oil meal through a pelleting machine.

"Listed meal products" means babassu oil meal, oil cake, sized cake, and pellets; copra oil meal, oil cake, sized cake and retailer as to that portion of it which cake, and pellets; palm kernel oil meal, oil cake, sized cake and pellets, and sesame oil meal, oil cake, sized cake, and pellets, referred to collectively.

"Your transportation cost" means:

(a) When you employ a common carrier, contract carrier, or other carrier for hire or compensation:

(1) If the shipment originates at a point in the United States, the charges (exclusive of loading charges not customarily included in such transportation charges) which you actually incur;

(2) If the shipment originates outside the United States, the charges which you actually incur, not exceeding the lowest rail rate of freight applicable to the shipment from the point of entry to the point at which your customer assumes further transportation expenses;

(b) When you do your own hauling, the reasonable value of the transportation service (exclusive of loading), not in excess of the maximum price you could lawfully charge for a like service if you performed it as a contract carrier;

(c) When any movement involves a combination of the types of transportation included in (a) and (b), the sum of the amounts computed separately for each portion of the movement.

"Carload shipment" means any quantity which moves as a rail carload shipment under Office of Defense Transportation or tariff requirements.

"Pool car lot" means a lot being shipped to the purchaser as part of a rail carload shipment of commodities sold by one seller to two or more persons.

"Less-than-carload lot" means any lot of less than 60,000 pounds other than a carload shipment or a pool car lot. It includes any delivery by or into a truck.

"Unit of protein" equals one per cent of protein and "each unit of protein or fraction thereof" means the number of full units, if any, plus an additional unit for any fractional unit.

SEC. 9. *Maximum prices for bulk sales of listed meal products*—(a) *By domestic processors.* If you are a domestic processor, your maximum price varies with the location of the production plant and depends upon whether you transport and unload the lot prior to sale. The following prices are your maximum prices if you deliver in a lot of 60,000 pounds or more and for carload shipments and pool car lots. If you actually deliver a less than carload lot you may add $1.00 per ton to the maximum prices set forth below in subparagraph (1) and (2).

(1) If the production plant is located in the United States at a point of entry, your maximum price is the base price provided in section 10, plus your transportation cost from the production plant.

(2) If the production plant is located at any point in the United States other than a point of entry, your maximum price is the base price provided in section 10, plus your transportation cost from the production plant and plus a freight allowance equal to the lowest per ton all rail carload freight rate on the listed meal product to the production plant from the point of entry of the raw material.

(3) In any case where you unload the lot into a warehouse or store operated by you as a separate place of business not located at the production plant and you sell from such warehouse or store, your maximum price is the appropriate maximum price for the location of the production plant, figured under subparagraphs (1) or (2) above, plus one of the following maximum per ton markups:

(i) If you sell to a feeder from a store $5.50 per ton;
(ii) In all other cases $2.50 per ton.

(b) *By jobbers, wholesalers, retailers and car door sellers.* Under the definitions in section 8, you are a jobber, wholesaler, retailer or car door seller when you are selling a lot which you have purchased. If you have unloaded the lot into a warehouse or store, you are a retailer as to that portion of it which you sell to feeders from your store, and a wholesaler in all other cases. When you operate a store but you sell without having unloaded the lot into a warehouse or that store, you are a car door seller as to that portion which you sell to feeders in less than carload lots. You are a jobber as to all other sales of a lot you have purchased. If you are any such seller, your maximum price is the sum of the following:

(1) The maximum per ton price your supplier could have charged on the sale to you if he had given you and fulfilled on delivery the same protein guarantee that you are giving your customer, plus,

(2) Your transportation cost, if any, and,

(3) If no seller of the same class as yours has already handled the lot, the applicable one of the following markups:

Jobber	$1.00 per ton for deliveries in pool car lots .75 per ton for all other deliveries
Wholesaler	2.50 per ton
Car door seller	3.50 per ton
Retailer	5.50 per ton

(c) *By importers.* You are an importer, with respect to any lot manufactured outside of the United States, if you are the first person to whom such lot is delivered in the United States and if you sell such lot within the United States. If you are an importer your maximum price is determined as follows:

(1) If you are the processor of the lot your maximum price is the base price plus your transportation cost from the point of entry to the point at which you deliver to your customer.

(2) If you are not the processor of the lot, and if you sell it without having unloaded it into a warehouse or store, your maximum price is the base price plus your transportation cost from the point of entry to the point at which you deliver it to your customer, plus one of the following maximum mark-ups:

(i) If you are selling it to a feeder in a l. c. l. lot, and you operate a store (although you have not unloaded this lot into your store)	$3.50 per ton
(ii) In all other cases	$1.00 per ton for delivery in a pool car lot; $0.75 per ton for all other deliveries

(3) If you sell the lot after having unloaded it into a warehouse or store, your maximum price is the base price plus your transportation cost from the point of entry to the point at which your customer takes delivery, plus one of the following maximum mark-ups:

(i) If you sell to a feeder from a store	$5.50 per ton
(ii) In all other cases	2.50 per ton

SEC. 10. *Base per ton prices for all listed meal products.* Base prices for all listed meal products depend upon the giving and fulfilling of a guaranteed minimum protein content.

(a) Where you guarantee, at the time of sale, that the lot will contain, at a minimum, the standard protein content listed below for the commodity, and you fulfill that guarantee by delivering a lot with at least such standard protein content, base per ton prices are as follows:

	Protein guarantee	Base price	
		Oil cake or oil meal	Sized cake or pellets
Copra products	20% or more protein	$45.50	$47.00
Babassu products	22% or more protein	45.50	47.00
Ouricuri products	20% or more protein	45.50	47.00
Palm Kernel products	18% or more protein	45.50	47.00
Sesame products	40% or more protein	72.50	74.00

(b) Where you guarantee, at the time of sale, that the lot will contain, at a minimum, any specified protein content less than the percentage shown above for the commodity, and you fulfill such guarantee by delivering a lot with at least the minimum protein content you guaranteed, you determine the base price by deducting from the appropriate price in paragraph (a), $0.75 per ton for each unit of protein or fraction thereof by which the actual protein content of the lot is under the guarantee shown above for the same commodity.

(c) If at the time of sale, you guarantee any minimum protein content and you do not fulfill such guarantee, you determine your base price by dividing the base price that would be applicable if the guarantee had been fulfilled by the number of units guaranteed, and multiplying that result by the number of full units of protein in the lot.

(d) If, at the time of sale, you do not guarantee any minimum protein content, you figure your base price by multiplying the actual number of full units of protein in the lot by the base price per unit shown for the commodity in the table below:

Product:	Base price per unit of protein
Copra products	$2.25
Babassu products	2.05
Ouricuri products	1.60
Palm kernel products	2.50
Sesame products	1.80

SEC. 11. *Increases for sacks.* If you sell any lot in sacks or packages, your maximum price is your maximum price for the same lot, bulk, plus the reasonable market value, not to exceed the lawful maximum price, of the sacks or packages at the time of delivery.

This regulation shall become effective July 5, 1944, except that it shall have no application to sales and deliveries of sesame products until September 3, 1944.

NOTE: The record-keeping provisions of this regulation have been approved by the Bureau of the Budget, in accordance with the Federal Reports Act of 1942.

Issued this 5th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9886; Filed, July 5, 1944; 11:36 a. m.]

PART 1418—TERRITORIES AND POSSESSIONS

[MPR 288,[1] Amdt. 26]

CANNED VEGETABLES IN ALASKA

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 1418.36c (o) Table XV is amended by changing the prices of the following items to read as follows:

Brand	Description	Container size or net weight	Kotzebikan	Wrangell	Petersburg	Juneau-Douglas	Skagway-Haines	Sitka	Cordova	Valdez	Seward	Kodiak	Anchorage	Palmer	Fairbanks	Nome
Asparagus—Tin																
Garden Grown	Standard, bottom cuts	1 lb. 3 oz.	$0.18	$0.18	$0.18	$0.18	$0.18	$0.18	$0.19	$0.19	$0.19	$0.19	$0.21	$0.21	$0.23	$0.21
Happy Home	Medium, all green	1 lb. 3 oz.	.48	.48	.48	.48	.48	.48	.49	.49	.49	.50	.51	.51	.54	.51
Happy Home	Large, all green	1 lb. 3 oz.	.49	.49	.49	.50	.50	.50	.50	.50	.50	.51	.53	.53	.56	.53
Inland Valley	Cut spears	1 lb. 3 oz.	.34	.34	.34	.34	.35	.35	.35	.35	.35	.35	.36	.37	.39	.40	.37
Libby	All green	1 lb. 3 oz.	.48	.48	.48	.48	.48	.49	.49	.49	.49	.50	.51	.51	.54	.51
Rialto	White, green tips	1 lb. 3 oz.	.44	.44	.44	.44	.44	.45	.45	.45	.45	.46	.47	.48	.50	.47
Seaport	Center cuts	1 lb. 3 oz.	.20	.20	.20	.20	.20	.20	.21	.21	.21	.22	.23	.23	.26	.23
Shurfine	Small, all green	1 lb. 3 oz.	.42	.42	.42	.43	.43	.43	.43	.43	.43	.44	.45	.45	.46	.45
Walla Walla	Small, all green farcy	1 lb. 3 oz.	.40	.40	.40	.41	.41	.41	.41	.41	.41	.42	.43	.44	.46	.43
Walla Walla	Medium	1 lb. 3 oz.	.41	.41	.41	.41	.42	.42	.42	.42	.42	.43	.44	.45	.47	.44
Walla Walla	Large	1 lb. 3 oz.	.42	.43	.43	.43	.43	.43	.43	.43	.43	.44	.45	.46	.48	.46
Whopper	Colossal	1 lb. 3 oz.	.44	.44	.44	.44	.44	.44	.45	.45	.45	.46	.46	.47	.50	.47
Baked Beans—Glass																
B & M	With Pork	16 oz.	.26	.26	.26	.26	.27	.27	.27	.27	.27	.28	.29	.29	.32	.30
Wax and Green Beans—Tin																
Carnation Valley	Fancy cut wax	1 lb. 3 oz.	.20	.20	.20	.20	.20	.20	.21	.21	.21	.22	.23	.23	.26	.23
Del Monte	Fancy, whole green	1 lb. 3 oz.	.25	.25	.25	.25	.26	.26	.26	.26	.26	.27	.27	.29	.31	.28
Fernbrook	Standard, cut green	1 lb. 3 oz.	.19	.19	.19	.19	.20	.20	.20	.20	.20	.21	.22	.23	.25	.22
I. G. A.	Fancy-cut	1 lb. 3 oz.	.21	.21	.21	.21	.21	.21	.21	.22	.22	.22	.24	.25	.27	.24
Old Homestead	Fancy-cut	1 lb. 3 oz.	.23	.23	.23	.23	.24	.24	.24	.24	.24	.25	.26	.26	.29	.26
Shurfine	French cut	1 lb. 3 oz.	.24	.24	.24	.24	.24	.25	.25	.25	.25	.26	.27	.27	.30	.27
Lima Beans—Tin																
Del Monte	Early garden	1 lb.	.23	.23	.23	.23	.23	.23	.24	.24	.24	.24	.25	.26	.28	.25
Del Monte	Early garden green	1 lb. 4 oz.	.24	.24	.24	.25	.25	.25	.25	.25	.25	.26	.28	.28	.31	.27
Walla Walla	Green, 1-2-3 sieve	10½ oz.	.18	.18	.18	.18	.18	.18	.19	.19	.19	.19	.20	.20	.21	.20

*Copies may be obtained from the Office of Price Administration.

[1] 7 F.R. 10581, 11012; 8 F.R. 23, 567, 2158, 2445, 6964, 8844, 8184, 12549, 13166, 18305, 16514, 16626, 16627, 16865, 16986, 16793; 9 F.R. 301, 849, 1715, 2035, 2409, 4029, 4199, 4245, 4985, 5168, 5485.

Brand	Description	Container size or net weight	Ketchikan	Wrangell	Petersburg	Juneau-Douglas	Skagway-Haines	Sitka	Cordova	Valdez	Seward	Kodiak	Anchorage	Palmer	Fairbanks	Nome
Beets—Tin																
Good-day	Diced	1 lb. 4 oz.	$0.15	$0.15	$0.15	$0.16	$0.16	$0.16	$0.16	$0.16	$0.16	$0.17	$0.18	$0.19	$0.21	$0.18
Green Tag	Sliced	1 lb. 4 oz.	.17	.17	.17	.17	.17	.17	.18	.18	.18	.18	.20	.20	.23	.20
Happy Home	Fancy sliced	1 lb. 4 oz.	.21	.21	.21	.21	.21	.21	.22	.22	.22	.23	.24	.24	.27	.24
Corn—Tin																
Del Monte	Cream style fancy	1 lb. 4 oz.	.20	.20	.20	.20	.20	.20	.21	.21	.21	.21	.23	.23	.26	.23
Garden Patch	Standard, W. K.	12 oz.	.17	.17	.17	.17	.17	.17	.18	.18	.18	.18	.21	.21	.22	.21
Niblets	Whole kernel	12 oz.	.19	.19	.19	.19	.19	.19	.19	.19	.19	.20	.21	.22	.23	.22
Palmdale	Ex. std. G. Bantam	1 lb. 4 oz.	.19	.19	.19	.20	.20	.20	.20	.20	.20	.21	.22	.23	.25	.22
Old Yellowstone	Whole kernel	1 lb. 4 oz.	.20	.20	.20	.21	.21	.21	.21	.22	.22	.22	.23	.24	.26	.24
Reliance	W. K. Vac. packed	12 oz.	.20	.20	.20	.20	.20	.20	.21	.21	.21	.22	.23	.24	.26	.23
Reliance	White, cream style	1 lb. 4 oz.	.21	.21	.21	.21	.21	.22	.22	.22	.22	.23	.24	.25	.27	.24
Mixed Vegetables—Tin																
Larsen	Layer-pack	1 lb.	.25	.25	.25	.25	.25	.26	.26	.26	.26	.27	.27	.27	.29	.28
Larsen	Veg-all	14½ oz.	.23	.22	.22	.23	.23	.29	.24	.24	.24	.24	.24	.25	.27	.26
Reliance		1 lb. 4 oz.	.23	.23	.23	.23	.23	.23	.24	.24	.24	.24	.26	.26	.29	.26
Mixed Vegetables—Glass																
Larsen	Veg-all	1 lb.	.23	.23	.23	.23	.23	.24	.24	.24	.24	.25	.25	.25	.27	.27
Larsen	Layer-pack	1 lb.	.25	.25	.25	.26	.26	.26	.27	.27	.27	.27	.27	.27	.30	.29
Peas—Tin																
Del Monte	Tiny fancy	1 lb. 4 oz.	.23	.23	.23	.23	.23	.23	.24	.24	.24	.24	.26	.26	.29	.26
Del Monte	Early garden	1 lb. 4 oz.	.21	.21	.21	.21	.21	.21	.22	.22	.22	.22	.24	.24	.27	.24
Dykeland	5-sieve	1 lb. 4 oz.	.15	.15	.15	.16	.16	.16	.16	.16	.16	.17	.18	.19	.21	.18
S & W	Medium fancy	10½ oz.	.15	.15	.15	.15	.15	.15	.15	.15	.15	.16	.17	.17	.18	.17
Sea Charm	Ex. std. 2-sieve	1 lb. 4 oz.	.21	.21	.21	.21	.21	.21	.22	.22	.22	.22	.24	.24	.27	.24
Sea Harvest		1 lb. 4 oz.	.16	.16	.16	.16	.16	.16	.17	.17	.17	.17	.19	.19	.22	.19
Silver Shield	Choice 3-sv. Early June	1 lb. 4 oz.	.18	.18	.18	.19	.19	.19	.19	.19	.19	.20	.21	.22	.24	.21
Walla Walla	3-4-5 sv. fancy	10½ oz.	.13	.13	.13	.13	.13	.13	.14	.14	.14	.14	.15	.15	.16	.15
Walla Walla	2-sv. fancy sweet	1 lb. 4 oz.	.21	.21	.21	.21	.22	.22	.22	.22	.22	.23	.24	.25	.27	.24
Walla Walla	3-sv. fcy. sweet	1 lb. 4 oz.	.20	.20	.20	.20	.20	.21	.21	.21	.21	.22	.23	.24	.26	.23
Happy Home	4-sv. tender sweet	1 lb. 4 oz.	.20	.20	.20	.20	.20	.21	.21	.21	.21	.22	.23	.24	.26	.23
Pumpkin—Tin																
Libby	Fancy	1 lb. 13 oz.	.18	.18	.18	.19	.19	.19	.20	.20	.20	.21	.22	.23	.27	.22
Spinach—Tin																
Happy Home	Fancy	1 lb. 11 oz.	.27	.26	.26	.27	.27	.27	.28	.28	.28	.29	.31	.32	.35	.31
Walla Walla	Fancy	1 lb. 11 oz.	.24	.24	.24	.24	.24	.24	.25	.25	.25	.26	.27	.28	.32	.28
Tomatoes—Tin																
Brimful	Fancy solid pack	1 lb. 12 oz.	.22	.21	.21	.22	.22	.22	.23	.23	.23	.24	.26	.26	.30	.26
Del Monte	Fancy solid pack	1 lb. 3 oz.	.19	.19	.19	.19	.19	.19	.20	.20	.20	.21	.22	.22	.25	.22
Old Homestead	Fancy solid pack	1 lb. 12 oz.	.24	.24	.24	.24	.25	.25	.26	.26	.26	.26	.28	.29	.32	.28
Palmdale	Choice, solid pack	1 lb. 12 oz.	.28	.28	.28	.29	.29	.29	.30	.30	.30	.31	.32	.33	.37	.32
Reliance	Fancy solid pack	1 lb. 12 oz.	.27	.27	.27	.28	.28	.28	.29	.29	.29	.30	.31	.32	.35	.31
Silver Shield	Choice, solid pack	1 lb. 12 oz.	.23	.23	.23	.24	.24	.24	.25	.25	.25	.26	.28	.28	.32	.28
Yolo	Standard	1 lb. 12 oz.	.22	.21	.21	.22	.22	.22	.23	.23	.23	.24	.26	.26	.30	.26

This amendment shall become effective July 10, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong., E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 5th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9887; Filed, July 5, 1944; 11:36 a. m.]

PART 1499—COMMODITIES AND SERVICES

[Rev. SR 1 to GMPR, Amdt. 62]

GRAIN PRODUCTS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Revised Supplementary Regulation No. 1 to the General Maximum Price Regulation is amended in the following respects:

1. Section 2.3 (p) (1) (ii) is amended to read as follows:

(ii) The following barley products: pearled barley, ground pearled barley, hulled barley, malted barley, ground barley, barley middlings, barley grits.

2. Section 2.3 (p) (1) (iii) is amended to read as follows:

(iii) The following oat products: groats, hulled oats, ground groats, rolled hulled oats (table or feeding), cereal oats, ground oats, oat middlings.

3. Section 2.3 (p) (1) (iv) is amended to read as follows:

(iv) The following rye products: malted rye, ground rye, rye grits, rye middlings, the ground and unground by-products of the production of rye grits.

4. Section 2.3 (p) (1) (v) is amended to read as follows:

(v) The following soybean products: ground soybeans, ground soybean grits, the ground or unground by-products of soybean grits.

5. Section 2.3 (p) (1) (vi) is amended to read as follows:

(vi) The following buckwheat products: ground buckwheat, buckwheat groats, ground buckwheat groats, buckwheat grits, buckwheat middlings, ground or unground by-products of the production of buckwheat grits.

6. Section 2.3 (p) (1) (vii) is added to read as follows:

(vii) The following grain sorghum products: ground grain sorghums, grain sorghum grits, ground or unground by-products of the production of grain sorghum grits.

7. Section 2.3 (p) (1) (viii) is added to read as follows:

(viii) The following cottonseed products: ground cottonseed, cottonseed grits.

8. Section 2.3 (p) (1) (ix) is added to read as follows:

(ix) The following peanut products: ground peanuts, peanut grits.

9. Section 2.3 (w) is added to read as follows:

(w) Corn cobs and ground corn cobs.

This amendment shall become effective July 10, 1944.

Issued this 5th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9888; Filed, July 5, 1944; 11:38 a. m.]

*Copies may be obtained from the Office of Price Administration.

Chapter XIII—Petroleum Administration for War

PART 1503—PRODUCTION

[Petroleum Dir. 19 [1]]

CONSERVATION AND DEVELOPMENT OF PETROLEUM IN DISTRICT FIVE

The fulfillment of the requirements for the defense of the United States threatens to result in a shortage of petroleum for defense, for private account, and for export; and the following directive is deemed necessary and appropriate in the public interest, to promote the national defense, to provide adequate supplies of petroleum for military and other essential uses, and to assure for the prosecution of the war the conservation and most effective development of petroleum in District Five.

Sections 1503.4 to 1503.10, inclusive, (Recommendation No. 19), are hereby amended to read as follows:

§ 1503.4 *Petroleum Directive 19*—(a) *Definitions.* (1) "Person" means any individual, partnership, association, business trust, corporation, governmental corporation or agency, or any organized group of persons, whether incorporated or not.

(2) "Petroleum" means crude oil, condensate, or natural gasoline.

(3) "District Five" means the States of Washington, Oregon, California, Nevada, and Arizona, and the Territories of Alaska and Hawaii.

(4) "Director in Charge" means the Director in Charge of District Five.

(5) "District Director of Production" means the Director of Production, District Five.

(6) "Production Committee" means the Production Committee for District Five.

(b) *Production and allocation schedules.* (1) The Petroleum Administrator or Deputy Petroleum Administrator each month will certify the quantity of petroleum to be produced in District Five. The Production Committee, in collaboration with the District Director of Production or a staff representative of the Petroleum Administration for War designated by the District Director of Production for such purposes, shall then prepare, for submission to the Petroleum Administrator, allocation schedules for the production of petroleum from the various fields, pools, and wells in District Five in conformity with the maximum efficient rate of production for the fields, pools, and wells, and to secure proper distribution among such fields, pools, and wells of the total amount of production certified for District Five.

(2) The allocation schedules submitted to the Petroleum Administrator shall be predicated upon a consideration of the following factors, in so far as each is applicable:

(i) Gas-oil ratios,

(ii) Water production, and the rate and manner of encroachment of water,

(iii) Reservoir pressures,

(iv) Other factors bearing upon the efficiency of production operations under recognized engineering practices and principles of conservation, and

(v) In so far as consistent with the foregoing factors relating to the prevention of waste or efficient production operations, distribution which will not cause unreasonable discrimination in favor of one field, pool, or well as against any other field, pool, or well, and in this connection the following factors shall be taken into account:

(a) The kind and quality of petroleum produced in the various fields, pools, or wells in relation to current requirements,

(b) The availability of transportation,

(c) The effect of reducing rates of production on the continuity of production from any field, pool, or well, and

(d) Maximum production for large wells and minimum production for small wells.

(3) No production shall be allocated in the schedules which will result in production from any field, pool, or well at a rate in excess of the maximum rate at which it can be operated in accordance with recognized engineering practices and principles of conservation, except where the Petroleum Administrator or Deputy Petroleum Administrator has certified that the national war program requires that there be produced a greater amount of the type of petroleum being produced in any such field, pool, or well.

(4) No allocation schedules shall be submitted which provide that the amount of petroleum allocated for production from any field, pool, or well may be produced from any other field, pool, or well, except that a transfer of allocation from one well to another well or wells in the same pool and within the same lease, unit, or area wholly within the limits covered by a cooperative plan of development may be provided for when such transfer is specifically authorized by the Petroleum Administrator or Deputy Petroleum Administrator. Unless authorized as provided for herein, the amount of petroleum allocated for production from each well may be produced only from the well to which the allocation is made.

(c) *Additional functions of Production Committee.* The Production Committee shall from time to time make recommendations to the Petroleum Administration for War relating to the discovery, development, and production of petroleum and natural gas in District Five for one or more of the following purposes:

(1) To assure the proper development, production, and utilization of the reserves of petroleum and natural gas in District Five;

(2) To accomplish the most effective use of critical materials with respect to production operations;

(3) To eliminate the drilling of unnecessary wells;

(4) To prevent physical waste above ground and underground;

(5) To assure that natural gas produced in conjunction with crude oil is used primarily for the efficient recovery of crude oil;

(6) To encourage and foster the exploration for and discovery of petroleum and natural gas reserves at a rate not less than that by which known reserves are being depleted;

(7) To bring about orderly development of new pools or fields, including proper well-spacing, and the making of unit or cooperative agreements for development, pressure maintenance, or repressuring designed to effectuate the maximum practical recovery with a minimum expenditure of critical materials; and

(8) To encourage drilling of new wells in proven pools or fields when such wells are needed for the most efficient operation of the pools or fields as a whole, taking into account the availability of critical materials and other pertinent factors.

(d) *Administration of directive.* (1) The Production Committee shall maintain such staff and appoint such persons as may be necessary to carry out its duties, responsibilities, and functions under this directive, and may appoint such subcommittees as it may consider necessary for investigations of, and reports on, specific problems. The Production Committee may propose to the Petroleum Administrator the appointment of such standing subcommittees as it may consider necessary in connection with the performance of the Production Committee's duties, responsibilities, and functions under this directive, and may submit nominations for membership on such standing subcommittees. Operating expenses of such Committees or Subcommittees shall be met as provided in § 1500.7 (j) of this chapter, as amended or supplemented, or as provided in any other recommendation, directive, or order of the Petroleum Administration for War, which may be issued as a substitute therefor.

(2) All proposed allocation schedules shall be submitted by the Production Committee to the Director in Charge, who shall then submit to the Petroleum Administrator, through the National Director of Production, the schedules, together with accompanying data and information in support of the schedules, and the comments and recommendations of the Director in Charge. The Director in Charge may delegate to the District Director of Production the powers, authority, and discretion of the Director in Charge as provided for in this subparagraph.

(3) No schedule, whether it be a schedule as originally submitted or as modified by the Petroleum Administrator or Deputy Petroleum Administrator, shall become effective until approved by the

[1] See War Production Board Certificate, 206, *infra*.

Chief Counsel, and until the Petroleum Administrator or Deputy Petroleum Administrator has directed that the schedule be made effective.

(4) When a schedule becomes effective, it shall be binding on all persons, and no person shall produce during any period designated by the Petroleum Administrator or Deputy Petroleum Administrator any petroleum from any field, pool, or well in District Five in excess of the amount authorized to be produced by him as set forth in the schedule issued for the period by the Petroleum Administrator or Deputy Petroleum Administrator; and no person shall knowingly store, sell, market, purchase, receive, accept, transport, or cause to be transported in any manner any petroleum, or any part thereof, which is produced from any field, pool, or well contrary to or not in conformity with the provisions of any schedule issued by the Petroleum Administrator or Deputy Petroleum Administrator as provided for herein.

(e) *Appeals.* Any person effected by this directive or any action taken hereunder who considers that compliance therewith or the results thereof would work an exceptional and unreasonable hardship upon him, or that the terms of this directive have not been followed in its application to him, may appeal to the Director in Charge, Petroleum Administration for War, 855 Subway Terminal Building, Los Angeles 13, California, setting forth pertinent facts and reasons why he considers himself entitled to relief. If dissatisfied with the decision of the Director in Charge, such person may appeal within fifteen days after receipt of notice of the Director's decision to the Petroleum Administration for War, Interior Building, Washington 25, D. C.

(E.O. 9276, 7 F.R. 10091; E.O. 9319, 8 F.R. 3687)

Issued this 3d day of July 1944.

RALPH K. DAVIES,
Deputy Petroleum Administrator for War.

[F. R. Doc. 44-9861; Filed, July 5, 1944; 10:25 a. m.]

TITLE 36—PARKS AND FORESTS

Chapter I—National Park Service

PART 20—SPECIAL REGULATIONS

TIMPANOGOS CAVE NATIONAL MONUMENT, SPEED REGULATION

Pursuant to the authority contained in the act of August 25, 1916 (39 Stat. 535; 16 U.S.C. 3), Part 20 of Chapter I, Title 36, Code of Federal Regulations, is hereby amended by adding a new § 20.44 to read as follows:

§ 20.44 *Timpanogos Cave National Monument, speed.* Speed of vehicles is limited to 25 miles per hour. (39 Stat. 535; 16 U.S.C. 3)

Issued this 20th day of June 1944.

[SEAL] OSCAR L. CHAPMAN,
Assistant Secretary of the Interior.

[F. R. Doc. 44-9847; Filed, July 4, 1944; 2:48 p. m.]

TITLE 43—PUBLIC LANDS: INTERIOR

Chapter I—General Land Office[1]

[Public Land Order 237]

MICHIGAN

WITHDRAWAL OF PUBLIC LANDS FOR USE OF NAVY DEPARTMENT

By virtue of the authority vested in the President and pursuant to Executive Order No. 9337 of April 24, 1943, it is ordered as follows:

Subject to valid existing rights, the public lands within the following-described areas largely in Lake Michigan are hereby withdrawn from all forms of appropriation under the public-land laws, including the mining and mineral-leasing laws, and reserved for the use of the Navy Department as a target area for aerial bombing:

MICHIGAN MERIDIAN

T. 39 N., R. 5 W.,
Secs. 6, 7, 18, 19, and 30, partly unsurveyed.
T. 40 N., R. 5 W.,
Secs. 30 and 31, unsurveyed.
T. 39 N., R. 6 W.,
Secs. 1 to 30, inclusive, partly unsurveyed.
T. 40 N., R. 6 W.,
Secs. 25 to 36, inclusive, unsurveyed.
T. 39 N., R. 7 W.,
Secs. 1 to 30, inclusive, unsurveyed.
T. 40 N., R. 7 W.,
Secs. 25 to 36, inclusive, unsurveyed.
T. 39 N., R. 8 W.,
Secs. 1 to 30, inclusive, partly unsurveyed.
T. 40 N., R. 8 W.,
Secs. 25 to 36, inclusive, partly unsurveyed.
T. 39 N., R. 9 W.,
Secs. 1 to 5, inclusive, secs. 8 to 17, inclusive, and secs. 20 to 29, inclusive, partly unsurveyed.
T. 40 N., R. 9 W.,
Secs. 25 to 29, inclusive, and secs. 32 to 36, inclusive, partly unsurveyed.

The surveyed lands within the areas described, including both public and non-public lands, aggregate 2,513.54 acres.

This order shall take precedence over but not modify the withdrawal for classification and other purposes made by Executive Order No. 6964 of February 5, 1935, as amended, so far as such order affects any of the lands in the above-described areas.

The jurisdiction granted by this order shall cease at the expiration of the six months' period following the termination of the unlimited national emergency declared by Proclamation No. 2487 of May 27, 1941 (55 Stat. 1647). Thereupon, jurisdiction over the lands hereby reserved shall be vested in the Department of the Interior, and any other Department or agency of the Federal Government according to their respective interests then of record. The lands, however, shall remain withdrawn from appropriation as herein provided until otherwise ordered.

MICHAEL W. STRAUS,
Acting Secretary of the Interior.

JUNE 22, 1944.

[F. R. Doc. 44-9845; Filed, July 4, 1944; 2:48 p. m.]

[1] Appendix.

[Public Land Order 238]

OREGON

WITHDRAWAL OF PUBLIC LAND FOR USE OF NAVY DEPARTMENT

By virtue of the authority vested in the President and pursuant to Executive Order No. 9337 of April 24, 1943, it is ordered as follows:

Subject to valid existing rights, the following-described public land is hereby withdrawn from all forms of appropriation under the public-land laws, including the mining and mineral-leasing laws, and reserved for the use of the Navy Department as part of a malaria recuperation camp for Marine Corps casualties:

WILLAMETTE MERIDIAN

T. 38 S., R. 9 E., sec. 15, SE¼SE¼.
The area described contains 40 acres.

This order shall take precedence over but not modify the withdrawal for classification and other purposes made by Executive Order No. 6910 of November 26, 1934, as amended, so far as such order affects the above-described land.

The jurisdiction granted by this order shall cease at the expiration of the six months' period following the termination of the unlimited national emergency declared by Proclamation No. 2487 of May 27, 1941 (55 Stat. 1647). Thereupon, jurisdiction over the land hereby reserved shall be vested in the Department of the Interior and any other Department or agency of the Federal Government according to their respective interests then of record. The land, however, shall remain withdrawn from appropriation as herein provided until otherwise ordered.

MICHAEL W. STRAUS,
Acting Secretary of the Interior.

JUNE 22, 1944.

[F. R. Doc. 44-9846; Filed, July 4, 1944; 2:48 p. m.]

TITLE 46—SHIPPING

Chapter I—Coast Guard: Inspection and Navigation

AMENDMENTS TO THE REGULATIONS AND APPROVAL OF EQUIPMENT

By virtue of the authority vested in me by R. S. 4405, 4417a, 4426, 4472, 4488, 4491, as amended, 49 Stat. 1544 (46 U. S. C. 170, 367, 375, 391a, 404, 481, 489), and Executive Order 9083, dated February 28, 1942 (7 F.R. 1609), the following amendments to the regulations and approval of equipment are prescribed:

Subchapter N—Explosives or Other Dangerous Articles or Substances, and Combustible Liquids on Board Vessels

PART 146—TRANSPORTATION OR STORAGE OF EXPLOSIVES OR OTHER DANGEROUS ARTICLES OR SUBSTANCES, AND COMBUSTIBLE LIQUIDS ON BOARD VESSELS

Section 146.24-100 is amended as follows:

§ 146.24-100 *Table G—Classification; compressed gases.* For article (pressure

not exceeding 375 lbs. per sq. in. at 130° F.), in Columns 4 and 7, and immediately following "Tank cars (ICC–106A500)", insert "Tanks (ICC–106A500)".

Subchapter O—Regulations Applicable to Certain Vessels and Shipping During Emergency

PART 153—BOATS, RAFTS, AND LIFESAVING APPLIANCES; REGULATIONS DURING EMERGENCY

Effective November 1, 1944, § 153.6 (m) (5) is amended to read as follows:

§ 153.6 *Additional equipment for lifeboats on self-propelled ocean and coastwise vessels.* • • •

(m) *Provisions.* • • •

(5) On and after November 1, 1944, the provisions required by this section shall be packaged in hermetically sealed containers of an approved type and stowed in provision lockers or other compartments providing suitable protection.

Section 153.6 (p) (1) is amended by the addition of a new paragraph reading as follows:

(p) *Water containers.*—(1) *Existing lifeboats.* • • •

On and after November 1, 1944, the drinking water required by this section shall be contained in hermetically sealed cans of an approved type and stowed in the drinking water tanks, lockers or other compartments providing suitable protection.

Section 153.6 (p) (2) is amended by the addition of a new paragraph reading as follows, to immediately precede the last undesignated paragraph thereof:

(2) *New lifeboats.* • • •

On and after November 1, 1944, the drinking water required by this section shall be contained in hermetically sealed cans of an approved type and stowed in the drinking water tanks, lockers or other compartments providing suitable protection.

Section 153.6a (a) (3) is amended by the addition of a new sentence reading as follows:

§ 153.6a *Additional equipment for lifeboats on seagoing barges of 100 gross tons or over.* (a) • • •

(3) *Water containers.* • • •

On and after November 1, 1944, the drinking water required by this section shall be contained in hermetically sealed cans of an approved type and stowed in the drinking water tanks, lockers or other compartments providing suitable protection.

Effective November 1, 1944, § 153.6a (a) (7) is amended by changing the second undesignated paragraph to read as follows:

(7) *Provisions.* • • •

On and after November 1, 1944, the provisions required by this section shall be packaged in hermetically sealed containers of an approved type and stowed in provision lockers or other compartments providing suitable protection.

Effective November 1, 1944, § 153.7 (c) (5) is amended to read as follows:

§ 153.7 *Additional equipment for life rafts approved prior to March 15, 1943, for ocean and coastwise vessels.* • • •

(c) *Provisions.* • • •

(5) On and after November 1, 1944, the provisions required by this section shall be packaged in hermetically sealed containers of an approved type and stowed in provision lockers or other compartments providing suitable protection.

Section 153.7 (e) is amended to read as follows:

(e) *Water.* At least 3 quarts of fresh drinking water per person, including that required by § 59.52 of this chapter. On and after November 1, 1944, the water shall be contained in hermetically sealed cans and stowed in drinking water tanks, lockers or other compartments providing suitable protection.

Effective November 1, 1944, § 153.7a (aa) (5) is amended to read as follows:

§ 153.7a *Equipment for life rafts approved on and after March 15, 1943.* • • •

(aa) *Provisions.* • • •

(5) On and after November 1, 1944, the provisions required by this section shall be packaged in hermetically sealed containers of an approved type and stowed in provision lockers or other compartments providing suitable protection.

Section 153.7a (gg) is amended by the addition of a new sentence reading as follows:

(gg) *Water.* • • •

On and after November 1, 1944, the drinking water required by this section shall be contained in hermetically sealed cans of an approved type and stowed in the drinking water tanks, lockers or other compartments providing suitable protection.

APPROVAL OF EQUIPMENT

DISENGAGING APPARATUS FOR LIFEBOATS

Rottmer type releasing gear (General Arrangement Dwg. No. 1356, dated 13 February, 1944) (Maximum working load of 9,150 pounds per hook, 18,300 pounds per set), submitted by C. C. Galbraith & Son, Inc., 99 Park Place, New York, N. Y.

FIRST-AID KIT

First-aid kit, 24-unit, Model IW24A, submitted by Industrial Drug Supplies, Inc., 108 Greenwich Street, New York, N. Y.

LIFEBOAT

22' x 7.5' x 3.16' metallic oar-propelled lifeboat (312.8 cu. ft. capacity) (Construction Plan Dwg. No. 550, dated 25 July, 1942), submitted by Boatcraft Company, Cor. Cropsey & 26th Ave., Brooklyn, N. Y.

LIFE FLOAT

15-person, rectangular balsa wood life float (Dwg. No. LF–15–1, dated 16 March, 1944), submitted by Paul, Rice & Levy, Inc., 2938 Dauphine Street, New Orleans, La.

WHISTLE

Whistle (U. S. Coast Guard specification dated 10 November, 1943), submitted by Plastic Engineering, Inc., 8506 Lake Avenue, Cleveland, Ohio.

R. R. WAESCHE,
Vice Admiral, U.S.C.G.
Commandant.

[F. R. Doc. 44-9862; Filed, July 5, 1944; 10:36 a. m.]

Chapter III—War Shipping Administration

PART 305—INSURANCE

[Rev. G. O. 6, Supp. 6]

HULL AND CARGO INSURANCE CLAIMS

§ 305.116 *Time limitation for bringing suit upon hull and cargo insurance claims under policies issued pursuant to sections 221–229 inclusive of the Merchant Marine Act, 1936, as amended.*—(a) *Statutory provisions.* Section 225 of the Merchant Marine Act, 1936, as amended (U.S.C., Title 46, sec. 1128d; 54 Stat. 690; 56 Stat. 215; 57 Stat. 45), provides in part: "In the event of disagreement as to a claim for losses or the amount thereof, on account of insurance under this subtitle, an action on the claim may be brought and maintained against the United States in the district court of the United States sitting in admiralty. • • • Said suits shall proceed and shall be heard and determined according to the provisions of an Act • • • approved March 9, 1920, as amended (known as the Suits in Admiralty Act). • • •"

(b) *Determination of disagreement.* No disagreement exists between an assured and the War Shipping Administration with respect to any hull or cargo insurance claim heretofore presented to the Administration, except in cases where the Administrator or his duly authorized representative has specifically rejected such claim in writing.

(c) *Statement of rejection of claim.* In any case of doubt as to the status of a claim, an assured will, upon a request in writing to the Chief Adjuster, Division of Wartime Insurance, be furnished with a written statement as to whether or not such claim has been rejected. If no such statement is furnished within sixty days after such request, the claim shall be deemed to have been rejected by the Administration as of the sixtieth day after the date of such request.

(d) *Reservations.* War Shipping Administration reserves all its rights and defenses under its policies and otherwise with respect to claims not presented within the time fixed by any legal or contractual requirement.

(E.O. 9054, 7 F.R. 837, 54 Stat. 689, as amended)

[SEAL] E. S. LAND,
Administrator.

JUNE 30, 1944.

[F. R. Doc. 44-9863; Filed, July 5, 1944; 11:11 a. m.]

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter I—Interstate Commerce Commission

Subchapter A—General Rules and Regulations

[S. O. 216]

PART 95—CAR SERVICE

SHIPMENT OF SAND, GRAVEL OR AGGREGATES TO DALHART, TEX.

At a session of the Interstate Commerce Commission, Division 3, held at its

office in Washington, D. C., on the 3d day of July, A. D. 1944.

It appearing, that shipments of sand, gravel, or aggregates in carloads originating at various points and destined to Dalhart, Texas, for use on government construction at Dalhart are being weighed on railroad track scales, thus impeding the use, control, supply, movement, and distribution of cars; in the opinion of the Commission an emergency exists requiring immediate action to avoid a shortage of equipment and congestion of traffic: *It is ordered*, That:

Carloads of sand, gravel, or aggregates destined to Dalhart, Texas, for use on government construction at Dalhart not to be weighed. (a) No common carrier by railroad subject to the Interstate Commerce Act shall weigh, or permit to be weighed, any shipment of sand, gravel, or aggregates in carloads, on any railroad track scales when such traffic originates on or after the effective date of this order at any point and is destined to Dalhart, Texas, for use on government construction at Dalhart, except that a limited number of cars may be weighed as is necessary to obtain average weights. The operation of all tariff rules or regulations insofar as they conflict with the provisions of this order is hereby suspended.

(b) *Announcement of suspension.* Each of such railroads shall publish, file, and post a supplement to each of its tariffs affected hereby, in substantial accordance with the provisions of Rule 9 (k) of the Commission's Tariff Circular No. 20 announcing the suspension of provisions in such tariffs conflicting with this order. (40 Stat. 101, sec. 402, 41 Stat. 476, sec. 4, 54 Stat. 901; 49 U.S.C. 1 (10)–(17))

It is further ordered, That this order shall become effective at 12:01 a. m., July 5, 1944, and that a copy of this order and direction shall be served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and that notice of this order be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

By the Commission, Division 3.

[SEAL] W. P. BARTEL,
Secretary.

[F. R. Doc. 44-9893; Filed, July 5, 1944; 11:41 a. m.]

PART 71 TO 85—TRANSPORTATION OF EXPLOSIVES

PART 197—TRANSPORTATION OF EXPLOSIVES AND OTHER DANGEROUS ARTICLES

Subchapter A—General Rules and Regulations

Subchapter B—Carriers by Motor Vehicle

[Ex Parte Nos. MC-13, MC-3; No. 3666]

MOTOR CARRIER SAFETY REGULATIONS, REVISED

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 24th day of June, A. D. 1944.

In the matter of Regulations Governing the Transportation of Explosives and Other Dangerous Articles by Motor Vehicle; Ex Parte No. MC-13.

In the matter of Regulations for Transportation of Explosives and Other Dangerous Articles; No. 3666.

In the matter of Need for Establishing Reasonable Requirements to Promote Safety of Operation of Motor Vehicles Used in Transporting Property by Private Carriers; Ex Parte No. MC-3.

It appearing, that by an order herein of April 20, 1943 (8 F.R. 6479) the Regulations for Transportation of Explosives and Other Dangerous Articles by Land and Water in Rail Freight, Express and Baggage Services, and by Motor Vehicle (Highway) and Water, Including Specifications for Shipping Containers, which embody Part 7, Regulations Applying to Shipments Made by Way of Common and Contract Carriers by Public Highway, were extended to private carriers engaged in interstate or foreign commerce, subject to Part II of the Interstate Commerce Act, and also to common, contract, and private carriers of property engaged in intrastate commerce; and

It further appearing, that by another order herein of April 20, 1943 (8 F.R. 6481) the regulations prescribed by the Commission as Part 7 of the Motor Carrier Safety Regulations, Revised, governing the transportation of explosives and other dangerous articles by common and contract carriers by motor vehicle in interstate or foreign commerce, also were made applicable to private carriers of property by motor vehicle in interstate or foreign commerce and to common, contract, and private carriers with respect to such transportation in intrastate commerce; and

It further appearing, that by an order herein of August 27, 1943 (8 F.R. 12143) the transportation in intrastate commerce of inflammable liquids by common, contract, and private carriers was excepted from the requirements of the said orders; and

It further appearing, that the American Petroleum Institute has shown that certain intrastate motor carriers otherwise exempt from the requirements of the two said orders of April 20, 1943 (8 F.R. 6479, 6481), including private carriers transporting inflammable liquids, also engage in short-haul retail distribution of liquefied petroleum gases in containers other than cargo tanks, thereby subjecting themselves to applicable requirements of the two said orders; and

It further appearing, that the retail distribution of liquefied petroleum gases referred to usually is incidental to the principal transportation business of the motor carriers involved; that the greater part of such distribution is, and heretofore has been, performed by carrier members of self-regulated associations in a manner generally conducive to safety of operation; and, therefore, may be relieved from compliance with the present regulations without materially affecting standards of safety: *It is ordered*, That:

Motor-vehicle transportation of liquefied petroleum gases in intrastate commerce. After the date of this order, the transportation by motor vehicle in intrastate commerce of liquefied petroleum gases named and described in Parts 2 and 3, respectively (49 CFR 73 and 75) of Regulations for the Transportation of Explosives and Other Dangerous Articles by Land and Water in Rail Freight, Express and Baggage Services, and by Motor Vehicle (Highway) and Water, effective January 7, 1941, as amended, in containers other than cargo tanks, by common, contract, and private carriers, shall not be subject to the provisions of the two said orders of April 20, 1943 (8 F.R. 6479, 6481), as amended; *Provided, however*, That the containers other than cargo tanks so used shall conform in all respects with those authorized for use under regulations prescribed in section 302 (n) (1) to (n) (9), in said Parts 2 and 3 (49 CFR 73 and 75).

It is further ordered, That this order shall be effective forthwith and shall continue in effect until the further order of the Commission; and

It is further ordered, That a copy of this order be served upon all the parties of record herein, and that notice of this order be given to the general public by depositing a copy of it in the office of the Secretary of the Commission at Washington, D. C., and by filing a copy with the Director, Division of the Federal Register.

(Sec. 233, 41 Stat. 1445; sec. 204, 49 Stat. 546, 54 Stat. 921; 55 Stat. 863; 56 Stat. 1022; 18 U.S.C. 383, 49 U.S.C. 304, 50 U.S.C. 121)

By the Commission, Division 3.

[SEAL] W. P. BARTEL,
Secretary.

[F. R. Doc. 44-9892; Filed, July 5, 1944; 11:41 a. m.]

Chapter II—Office of Defense Transportation

[General Order ODT 18A, Amdt. 2]

PART 500—CONSERVATION OF RAIL EQUIPMENT

CARLOAD FREIGHT TRAFFIC

Pursuant to Executive Order 8989, as amended, § 500.74 of General Order ODT 18A, as amended (8 F.R. 14477; 9 F.R. 116), is hereby amended to read as follows:

§ 500.74 *Issuance of special permits by rail carriers.* The chief operating officer or division superintendent of the initial line-haul rail carrier, or the chief operating officer or division superintendent of the initial switching rail carrier, where no line-haul service is to be performed, may issue a special permit authorizing the acceptance and forwarding of carload freight which is not loaded in accordance with the loading requirements of this order, in a specific case where, in his judgment, because of the unusual character of the lading, undue car detention or other unusual circumstances, he believes compliance with the loading requirements of this order would result in the inefficient use, or unduly retard the efficient use, of cars or locomotives, or, in a specific case, where, in his judgment, such permit is required for reasons of military necessity. Reports of all special permits issued by the chief operating officer or division superintendent of each rail carrier shall be made by the chief operating officer of each such rail carrier to the Office of Defense Transportation, Washington 25, D. C., on Form ODT 18A-1 which has been prescribed by the Office of Defense Transportation. Such reports may be made either weekly or monthly at the option of each such chief operating officer.

This Amendment 2 to General Order ODT 18A shall become effective on July 10, 1944.

(E.O. 8989, as amended, 6 F.R. 6725; 8 F.R. 14183)

Issued at Washington, D. C., this 5th day of July 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

[F. R. Doc. 44-9891; Filed, July 5, 1944; 11:40 a. m.]

Notices

DEPARTMENT OF INTERIOR.

General Land Office.

[Small Tract Classification No. 51]

NEVADA

LEASING OF PUBLIC LANDS FOR HOME SITES, ETC.

JUNE 27, 1944.

On May 16, 1944, the Secretary of the Interior classified and opened, under the act of June 1, 1938 (52 Stat. 609; 43 U. S. C. sec. 682a), for leasing as home, health, convalescent, and business sites, subject to the right-of-way for U. S. Highway Nos. 91 and 466, the following-described public land in the Carson City, Nevada, land district:

NEVADA No. 6

MOUNT DIABLO MERIDIAN

T. 21 S., R. 61 E., sec 26, SW¼SW¼, 40 acres.

This land is located about 6 miles south of Las Vegas, Clark County. The highway mentioned above invades the subdivision along the west side.

The portions of the land not covered by one pending application under the act are subject to application for lease under the act, based on the above-mentioned classification, by any qualified persons, in accordance with 43 CFR 257.1–257.25 (Circ. 1470a, August 10, 1942). Any application filed should describe the land applied for according to the rectangular system of surveys.

Lessees will be required to construct, within a reasonable time after execution of the lease, substantial improvements having a value of not less than $500. Leases will be for a period of 5 years, at an annual rental of $5 for home, health, and convalescent sites, payable in advance yearly. The rental for business sites will be in accordance with a schedule of graduated charges based on gross income. Leases will provide for ingress and egress. Any water which has been developed on the W½SW¼SW¼SW¼ of the subdivision will be accessible to lessees under the act to such extent as the water may be available for domestic purposes. Any lease offered for that tract will carry a stipulation to that effect.

The Register of the district land office will make appropriate notations upon the records of his office and acknowledge receipt hereof.

FRED W. JOHNSON,
Commissioner.

[F. R. Doc. 44-9843; Filed, July 4, 1944; 2:49 p. m.]

[Small Tract Classification No. 56]

WYOMING

LEASING OF PUBLIC LANDS FOR HOME AND BUSINESS SITES

JUNE 29, 1944.

On June 15, 1944, the Secretary of the Interior classified, under the act of June 1, 1938 (52 Stat. 609; 43 U.S.C. sec. 682a), the following-described public land in the Cheyenne, Wyoming, land district:

WYOMING No. 5

SIXTH PRINCIPAL MERIDIAN

T. 35 N., R. 65 W., sec. 3, NW¼SE¼, S½ SE¼, 120 acres. (Subject to rights-of-way for Ohio Oil Company pipe line, Cheyenne 043163 and Wyoming State Highway, Cheyenne 063848).

The land is located in the central portion of Niobrara County, approximately 48 miles northwest by road from the town of Lusk. The settlement known as Lance Creek, sometimes called Gateway, is in the SW¼SE¼ of the section.

These lands have been classified only for leasing, as home and business sites, except certain tracts which may be found to be necessary for community use.

The lands to be leased will not be opened for leasing until after a plat, to be prepared for that purpose only, has been approved, accepted, and officially filed in the Cheyenne district land office. Various of the designated tracts shown upon the plat will embrace the existing individual improvements as far as possible.

Ten applications for tracts in the area have been received. Where necessary, appropriate action will be taken for the adjustment of these applications to the tracts shown by the plat in question.

Such tracts as may be determined as necessary for community use will be set aside for that use, no structures to be erected or maintained thereon without permission of this office. These tracts can not be leased for such purpose under the act of June 1, 1938, *supra*, since that act does not provide therefor.

Leases will provide for ingress and egress. No buildings or advertising signs shall be erected or maintained on the right-of-way of any constructed road or on areas described in leases providing for ingress and egress.

Lessees will be required to erect, within a reasonable time after execution of the lease, substantial improvements having a value of not less than $500. Leases will be at an annual rental of $5 for home sites, payable in advance yearly. The rental for business sites will be in accordance with a schedule of graduated charges based on gross income. Ordinarily, leases are for a period of 5 years.

The Register of the district land office will make appropriate notations upon the records of his office, and acknowledge receipt hereof.

FRED W. JOHNSON,
Commissioner.

[F. R. Doc. 44-9844; Filed, July 4, 1944; 2:49 p. m.]

Office of the Solicitor.

[Order 1961]

COMMISSIONER OR ASSISTANT COMMISSIONER OF GENERAL LAND OFFICE

AUTHORIZATION TO ACT IN CERTAIN MATTERS

Pursuant to sections 161, 453 and 2478 Rev. Stat. (5 U.S.C. sec. 22 and 43 U.S.C. secs. 2 and 1201 respectively), it is hereby ordered as follows:

I. In addition to the classes of matters described in my Order No. 1779 of March 19, 1943, 8 F.R. 3743, the Commissioner or Assistant Commissioner of the General Land Office may hereafter act in relation to the following classes of matters without obtaining Secretarial approval, unless the Secretary in any particular matter determines otherwise, subject in any event to an appeal to the Secretary according to the rules of practice and subject to the provisions of Part II of this order:

(a) Applications for oil and gas noncompetitive leases under section 17 of the act of February 25, 1920 (41 Stat. 437, 443), as amended August 21, 1935 (49 Stat. 674, 676, 30 U.S.C. sec. 226), the issuance of such leases, and assignments, consolidations, modifications, revocations, operating contracts, cancellations and surety bonds relating thereto.

(b) Applications for coal permits and licenses under sections 2 and 8 of the act of February 25, 1920 (41 Stat. 438, 440, 30 U.S.C. secs. 201, 208), the issuance of such permits and licenses, and assignments, extensions of time, cancellations and surety bonds relating thereto.

(c) Applications for sodium permits under section 23 of the act of February 25, 1920, as amended (41 Stat. 447, 30 U.S.C. sec. 261), the issuance of such permits, and assignments and cancellations relating thereto.

(d) Applications for sulphur permits under the act of April 17, 1926, as amended (44 Stat. 301, 30 U.S.C. sec. 271), the issuance of such permits, and assignments and cancellations relating thereto.

(e) Applications for mineral spring leases under the act of March 3, 1925 (43 Stat. 1133, 43 U.S.C. sec. 971), the is-

suance of such leases, and assignments, modifications and cancellations relating thereto.

II. This order does not relate to or authorize the classification of public lands pursuant to section 7 of the Taylor Grazing Act of June 28, 1934 (43 Stat. 1269, 1272), as amended June 26, 1936 (49 Stat. 1976, 43 U.S.C. sec. 315f), or pursuant to any other act requiring classification of public lands prior to the exercise of the functions herein prescribed, nor does it affect the responsibility of the Solicitor for the review of legal questions. All general rules, regulations, circulars and instructions must be approved by the Secretary.

III. To the extent of any inconsistency with the foregoing provisions hereof, Order 242 of August 29, 1927, Secretary Work's memorandum of August 29, 1927, to the Commissioner of the General Land Office, and all existing regulations relating to the performance of the matters herein listed, are hereby modified. Such regulations should be formally revised to incorporate the changes effected by this order.

IV. The General Land Office shall make a comprehensive quarterly report on its activities under this order.

V. This order is effective immediately, but matters now pending before the Department will be cleared as heretofore.

HAROLD L. ICKES,
Secretary of the Interior.

JUNE 27, 1944.

[F. R. Doc. 44-9842; Filed, July 4, 1944; 2:49 p. m.]

DEPARTMENT OF LABOR.

Wage and Hour Division.

LEARNER EMPLOYMENT CERTIFICATES

ISSUANCE TO VARIOUS INDUSTRIES

Notice of issuance of special certificates for the employment of learners under the Fair Labor Standards Act of 1938.

Notice is hereby given that special certificates authorizing the employment of learners at hourly wages lower than the minimum rate applicable under section 6 of the act are issued under section 14 thereof and § 522.5 (b) of the regulations issued thereunder (August 16, 1940, 5 F.R. 2862) to the employers listed below effective as of the date specified in each listed item below.

The employment of learners under these certificates is limited to the terms and conditions as designated opposite the employer's name. These certificates are issued upon the employer's representations that experienced workers for the learner occupations are not available for employment and that they are actually in need of learners at subminimum rates in order to prevent curtailment of opportunities for employment. The certificates may be cancelled in the manner provided for in the regulations and as indicated on the certificate. Any person aggrieved by the issuance of the certificates may seek a review or reconsideration thereof.

NAME AND ADDRESS OF FIRM, PRODUCT, NUMBER OF LEARNERS, LEARNING PERIOD, LEARNER WAGE, LEARNER OCCUPATION, EXPIRATION DATE

Decorah Journal, Decorah, Iowa; printing and publishing; 1 learner (T); Bookkeeper-Stenographer for a learning period of 240 hours at 34 cents per hour; effective June 23, 1944, expiring September 22, 1944.

The Frederick Leader, Frederick, Oklahoma; newspaper and printed products; 1 learner (T); printing and stereotyping for a learning period of 1,000 hours, provided work and school hours in any week do not exceed 48, at 30 cents per hour for the first 500 hours and 35 cents per hour for the next 500 hours; effective July 1, 1944, expiring June 30, 1945.

Frank Shuttleworth, 312 Montrose Street, Vineland, New Jersey; medicine droppers; 1 learner (T); assembling medicine droppers for a learning period of 160 hours at 35 cents per hour; effective July 5, 1944, expiring January 5, 1945.

Signed at New York, New York, this 1st day of July 1944.

PAULINE C. GILBERT,
Authorized Representative of the Administrator.

[F. R. Doc. 44-9856; Filed, July 5, 1944; 9:37 a. m.]

LEARNER EMPLOYMENT CERTIFICATES

ISSUANCE TO VARIOUS INDUSTRIES

Notice of issuance of special certificates for the employment of learners under the Fair Labor Standards Act of 1938.

Notice is hereby given that special certificates authorizing the employment of learners at hourly wage rates lower than the minimum wage rate applicable under section 6 of the act are issued under section 14 thereof, part 522 of the regulations issued thereunder (August 16, 1940, 5 F.R. 2862, and as amended June 25, 1942, 7 F.R. 4725), and the determination and order or regulation listed below and published in the FEDERAL REGISTER as here stated.

Apparel Learner Regulations, September 7, 1940 (5 F.R. 3591), as amended by Administrative Order March 13, 1943 (8 F.R. 3079).

Single Pants, Shirts and Allied Garments, Women's Apparel, Sportswear, Rainwear, Robes and Leather and Sheep-Lined Garments Divisions of the Apparel Industry, Learner Regulations, July 20, 1942 (7 F.R. 4724), as amended by Administrative Order March 13, 1943 (8 F.R. 3079), and Administrative Order, June 7, 1943 (8 F.R. 7890).

Artificial Flowers and Feathers Learner Regulations, October 24, 1940 (5 F.R. 4203).

Glove Findings and Determination of February 20, 1940, as amended by Administrative Order September 20, 1940 (5 F.R. 3748), and as further amended by Administrative Order, March 13, 1943 (8 F.R. 3079).

Hosiery Learner Regulations, September 4, 1940 (5 F.R. 3530), as amended by Administrative Order March 13, 1943 (8 F.R. 3079).

Independent Telephone Learner Regulations, September 27, 1940 (5 F.R. 3829).

Knitted Wear Learner Regulations, October 10, 1940 (5 F.R. 3982), as amended by Administrative Order, March 13, 1943 (8 F.R. 3079).

Millinery Learner Regulations, Custom Made and Popular Priced, August 29, 1940 (5 F.R. 3392, 3393).

Textile Learner Regulations, May 16, 1941 (6 F.R. 2446), as amended by Administrative Order March 13, 1943 (8 F.R. 3079).

Woolen Learner Regulations, October 30, 1940 (5 F.R. 4302).

Notice of Amended Order for the Employment of Learners in the Cigar Manufacturing Industry, July 20, 1941 (6 F.R. 3753).

The employment of learners under these certificates is limited to the terms and conditions therein contained and to the provisions of the applicable determination and order or regulations cited above. The applicable determination and order or regulations, and the effective and expiration dates of the certificates issued to each employer is listed below. The certificates may be cancelled in the manner provided in the regulations and as indicated in the certificates. Any person aggrieved by the issuance of any of these certificates, may seek a review or reconsideration thereof.

NAME AND ADDRESS OF FIRM, INDUSTRY, PRODUCT, NUMBER OF LEARNERS AND EFFECTIVE DATES

APPAREL INDUSTRY

J. Capps & Sons, Ltd., Jacksonville, Illinois; men's clothing; 5 percent (T); effective July 6, 1944, expiring July 5, 1945.

Dutchess Underwear Corporation, Old Forge, Pennsylvania; knitted underwear and sleeping garments; 10 percent (AT); effective June 30, 1944, expiring December 29, 1944.

SINGLE PANTS, SHIRTS, AND ALLIED GARMENTS, WOMEN'S APPAREL, SPORTSWEAR, RAINWEAR, ROBES AND LEATHER AND SHEEP-LINED GARMENTS DIVISIONS OF THE APPAREL INDUSTRY

Archbald Sewing Company, Cherry Street, Archbald, Pennsylvania; children's dresses; 10 percent (T); effective June 26, 1944, expiring June 25, 1945.

Hamilton Carhartt Overall Company, Irvine, Kentucky; work clothes, overalls, coats, caps; 5 learners (AT); effective July 1, 1944, expiring February 15, 1945.

Circle Sportswear Company, 315 Cherry Street, Scranton, Pennsylvania; blouses, skirts, slacks, play-suits and work clothes; 10 percent (T); effective July 1, 1944, expiring June 30, 1945.

Elder Manufacturing Company, Dexter, Missouri; men's and boys' sport and dress shirts; 10 percent (T); effective June 27, 1944, expiring June 26, 1945.

Elder Manufacturing Company, 703 North 13th Street, St. Louis, Missouri; men's and boys' shirts and clothing; 10 percent (T); effective June 27, 1944, expiring June 26, 1945.

Fay Sportwear Company, 349 High Street, Burlington, New Jersey; children's dresses; 3 learners (T); effective June 27, 1944, expiring June 26, 1945.

Hollywood Garter Belt Company, 146 S. W. Temple Street, Salt Lake City, Utah; brassieres; 10 learners (T); effective July 1, 1944, expiring December 30, 1944.

W. Kotkes & Son, Lynchburg, Virginia; nurses' and maids' uniforms; 10 percent (T); effective July 1, 1944, expiring June 30, 1945.

Lackawanna Pants Manufacturing Company, 300 Brook Street, Scranton 2, Pennsylvania; trousers; 10 percent (T); effective July 4, 1944, expiring July 3, 1945.

Manhattan Shirt Company, Americus, Georgia; men's dress shirts; 10 percent (T); effective June 29, 1944, expiring June 28, 1945.

Manhattan Shirt Company, 21 Ann Street, South Norwalk, Connecticut; men's shirts; 10 percent (T); effective July 1, 1944, expiring June 30, 1945.

Martin Manufacturing Company, Lindell Street, Martin, Tennessee; cotton work shirts; 10 percent (T); effective July 1, 1944, expiring August 30, 1944.

Maye Undergarment Company, 20 Wooster Street, New Haven, Connecticut; ladies' underwear; 5 percent (T); effective July 3, 1944, expiring July 2, 1945.

Ripley Manufacturing Company, Ripley, Mississippi; cotton shirts; 50 learners (E); effective July 1, 1944, expiring December 31, 1944.

Rosette Manufacturing Company, 625 La Salle Street, Berwick, Pennsylvania; aprons and coveralls, handkerchiefs; 5 learners (T); effective July 4, 1944, expiring July 3, 1945.

Salant & Salant, Inc., Lawrenceburg, Tennessee; cotton work shirts; 10 percent (T); effective July 1, 1944, expiring August 30, 1944.

Salant & Salant, Inc., Pine Street, Lexington, Tennessee; cotton work shirts; 10 percent (T); effective July 1, 1944, expiring August 30, 1944.

Salant & Salant, Inc., Obion, Tennessee; cotton work shirts; 10 percent (T); effective July 1, 1944, expiring August 30, 1944.

Salant & Salant, Inc., Washington Street, Paris, Tennessee; cotton work shirts; 10 percent (T); effective July 1, 1944, expiring August 30, 1944.

Salant & Salant, Inc., Parsons, Tennessee; cotton work pants; 10 percent (T); effective July 1, 1944, expiring August 30, 1944.

Salant & Salant, Inc., South First Street, Union City, Tennessee; cotton work shirts; 10 percent (T); effective July 1, 1944, expiring August 30, 1944.

Van Deusen Dress Manufacturing Company, 109 E. Main Street, Cobleskill, New York; children's dresses; 10 percent (T); effective July 8, 1944, expiring July 7, 1945.

GLOVE INDUSTRY

The Trion Company, Trion, Georgia; work gloves; 20 percent (AT); effective June 29, 1944, expiring December 28, 1944.

TELEPHONE INDUSTRY

Central Iowa Telephone Company, Cedar Rapids, Iowa; to employ learners as commercial switchboard operators at its Toledo exchange, located at Toledo, Iowa; effective June 27, 1944, expiring June 26, 1945.

Commonwealth Telephone Company, 45 Owen Street, Forty Fort, Pennsylvania; to employ learners as commercial switchboard operators at its Clarks Summit exchange, located at 108 N. State Street, Clarks Summit, Pennsylvania; effective July 4, 1944, expiring July 3, 1945.

Commonwealth Telephone Company, 45 Owen Street, Forty Fort, Pennsylvania; to employ learners as commercial switchboard operators at its Montrose exchange, located at 10 Public Avenue, Montrose, Pennsylvania; effective July 4, 1944, expiring July 3, 1945.

TEXTILE INDUSTRY

Manetta Mills, Lando, South Carolina; cotton and wool blankets; 3 percent (T); effective June 29, 1944, expiring June 28, 1945.

Signed at New York, N. Y., this 1st day of July 1944.

PAULINE C. GILBERT,
Authorized Representative of the Administrator.

[F. R. Doc. 44-9857; Filed, July 5, 1944; 9:37 a. m.]

FEDERAL POWER COMMISSION.

[Docket No. IT-5903]

IDAHO POWER CO.

NOTICE OF APPLICATION

JULY 3, 1944.

Notice is hereby given that on July 1, 1944, an application was filed with the Federal Power Commission, pursuant to section 203 of the Federal Power Act, by Idaho Power Company, a corporation organized under the laws of the State of Maine and doing business in the States of Idaho, Nevada and Oregon, with its principal business office at Boise, Idaho, seeking an order authorizing the purchase and acquisition of the electric facilities of West Coast Power Company located in the State of Idaho. The properties to be acquired include approximately 413 miles of electric transmission and distribution lines, and six small power plants having total installed name-plate ratings of 2,378 kilovolt-amperes. The operation of some of these plants may be discontinued by the Applicant, except as they may be retained for standby purposes. The consideration to be paid for the facilities to be acquired, the application states, is $685,000 in cash, subject to certain adjustments; all as more fully appears in the application on file with the Commission.

Any person desiring to be heard or to make any protest with reference to said application should, on or before the 20th day of July, 1944, file with the Federal Power Commission a petition or protest in accordance with the Commission's rules of practice and regulations.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 44-9858; Filed, July 5, 1944; 9:48 a. m.]

FEDERAL TRADE COMMISSION.

[Docket No. 5143]

PURE CARBONIC, INC., ET AL.

ORDER APPOINTING TRIAL EXAMINER AND FIXING TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 3rd day of July, A. D., 1944.

In the matter of Pure Carbonic, Inc., a corporation, Air Reduction Company, Inc., a corporation, Liquid Carbonic Corporation, a corporation, Mathieson Alkali Works, Inc., a corporation, and Michigan Alkali Company, a corporation.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission,

It is ordered, That John W. Norwood, a trial examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Thursday, July 13, 1944, at ten o'clock in the forenoon of that day (eastern standard time), in Room 505, 45 Broadway, New York, New York.

Upon completion of testimony for the Federal Trade Commission, the trial examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The trial examiner will then close the case and make his report upon the facts; conclusions of facts; conclusions of law; and recommendation for appropriate action by the Commission.

By the Commission.

[SEAL] A. N. ROSS,
Acting Secretary.

[F. R. Doc. 44-9877; Filed, July 5, 1944; 11:32 a. m.]

OFFICE OF DEFENSE TRANSPORTATION.

[Supp. Order ODT 20A-146]

CERTAIN TAXICAB OPERATORS

COORDINATED OPERATIONS IN GLEN COVE, N. Y., AREA

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof (hereinafter called "operators") pursuant to General Order ODT 20A (8 F.R. 9231), a copy of which plan is attached hereto as Appendix 2,[1] and it appearing that the operators propose, by the plan, to coordinate their taxicab operations within the area of Glen Cove, New York, so as to assure maximum utilization of their facilities, services and equipment, and to conserve and providently utilize vital equipment, materials and supplies, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered*, That:

1. The plan for joint action above referred to is hereby approved, and the operators are directed to place the plan into operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the operators shall forthwith file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order.

3. The provisions of this order shall not be construed or applied as to permit any operator named herein to alter his legal liability to any passenger. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing operating authority of any operator named herein, such operator forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the operators possessing or obtaining the requisite operating authority.

4. All records of the operators pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination with inspection at

[1] Filed as part of the original document.

all reasonable times by accredited representatives of the Office of Defense Transportation.

5. The plan for joint action hereby approved and all contractual arrangements made by the operators to effectuate the plan shall not continue in operation beyond the effective period of this order.

6. Any operator duly authorized or permitted to operate taxicabs within the area herein described, and having suitable equipment and facilities therefor, may make application in writing to the Highway Transport Department, Office of Defense Transportation, New York, New York, for authorization to participate in the plan. A copy of each such application shall be served upon each of the operators named in this order. Upon receiving authorization to participate in the plan, each such operator shall become subject to this order and shall thereupon be entitled and required to participate in the plan in accordance with all of the provisions and conditions of this order, in the same manner and degree as the operators named herein.

7. Communications concerning this order should refer to "Supplementary Order ODT 20A–146" and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, New York, New York.

8. This order shall become effective July 12, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 5th day of July, 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

APPENDIX 1

Frederick O'Donohue, City Taxi Service, 21 School Street, Glen Cove, N. Y.
William Conologue, Bills Taxi, Glen Cove, N. Y.
Charles Karilivas, Charlie's Taxi, 11 Bridge Street, Glen Cove, N. Y.
Jacob Goldberg, Bills Taxi, Glen Cove, N. Y.
John Bartley, John's Taxi, Glen Cove, N. Y.
Mary Montello, Cove Taxi, 23 Glen Cove Avenue, Glen Cove, N. Y.

[F. R. Doc. 44–9869; Filed, July 5, 1944; 11:40 a. m.]

[Supp. Order ODT 20A–147]

CERTAIN TAXICAB OPERATORS

COORDINATED OPERATIONS IN THE RAWLINS, WYOMING, AREA

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof (hereinafter called "operators") pursuant to General Order ODT 20A (8 F.R. 9231), a copy of which plan is attached hereto as Appendix 2,[1] and it appearing that the operators propose, by the plan, to coordinate their taxicab operations within the area of Rawlins, Wyoming, so as to assure maximum utilization of their facilities, services and equipment, and to conserve and providently utilize vital equipment, materials and supplies, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered,* That:

1. The plan for joint action above referred to is hereby approved, and the operators are directed to place the plan into operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the operators shall forthwith file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order.

3. The provisions of this order shall not be construed or applied as to permit any operator named herein to alter his legal liability to any passenger. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing operating authority of any operator named herein, such operator forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the operators possessing or obtaining the requisite operating authority.

4. All records of the operators pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination with inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

5. The plan for joint action hereby approved and all contractual arrangements made by the operators to effectuate the plan shall not continue in operation beyond the effective period of this order.

6. Any operator duly authorized or permitted to operate taxicabs within the area herein described, and having suitable equipment and facilities therefor, may make application in writing to the Highway Transport Department, Office of Defense Transportation, Casper, Wyoming, for authorization to participate in the plan. A copy of each such application shall be served upon each of the operators named in this order. Upon receiving authorization to participate in the plan, each such operator shall become subject to this order and shall thereupon be entitled and required to participate in the plan in accordance with all of the provisions and conditions of this order, in the same manner and degree as the operators named herein.

7. Communications concerning this order should refer to "Supplementary Order ODT 20A–147" and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Casper, Wyoming.

8. This order shall become effective July 12, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 5th day of July 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

APPENDIX 1

Bert Daniel, City Cub Company, Rawlins, Wyo.
Albert Martinez, Black & White Taxi, Rawlins, Wyo.

[F. R. Doc. 44–9890; Filed, July 5, 1944; 11:40 a. m.]

OFFICE OF PRICE ADMINISTRATION.

[MPR 120, Order 836]

WILKINS & BIGGS COAL CO.

ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MAXIMUM PRICES

Order No. 836 under Maximum Price Regulation No. 120. Bituminous coal delivered from mine or preparation plant.

For the reasons set forth in an opinion issued simultaneously herewith and in accordance with § 1340.210 (a) (6) of Maximum Price Regulation No. 120, *It is ordered:*

(a) The Wilkins & Biggs Mine located in Williamson County, Illinois and operating in the No. 6 Seam of Wilkins & Biggs Coal Company, Marion, Illinois is hereby assigned Mine Index No. 2002 and is classified in Price Group No. 5.

(b) Coals produced at the Wilkins & Biggs Mine, Mine Index No. 2002 in District No. 10, of Wilkins & Biggs Coal Company, may be purchased and sold at per net ton prices in cents per net ton not exceeding the following:

	Size group No.																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	26	27
Rail shipment	260	260	260	250	250	250	215	250	220	210	210	210	175	165	110	95	185	175
Truck shipment	310	310	310	295	290	285	275	275	260	250	250	250	225	215	160	145	235	225

RAILROAD LOCOMOTIVE FUEL

Mine run	250
Screenings	205

(c) The prices established herein are f. o. b. the mine for truck shipments, and f. o. b. the rail shipping point for rail shipment and for railroad locomotive fuel.

(d) All prayers of applicant not granted herein are hereby denied.

(e) This order may be revoked or amended at any time.

(f) Unless the context otherwise requires, the definitions set forth in § 1340.208 of Maximum Price Regulation No. 120 shall apply to the terms used herein.

This order shall become effective July 4, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 3d day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–9808; Filed, July 3, 1944; 4:35 p. m.]

[MPR 120, Order 837]

M. H. CAIN CO.

ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MAXIMUM PRICES

Order No. 837 under Maximum Price Regulation No. 120. Bituminous coal delivered from mine or preparation plant. Establishing price classifications and maximum prices for coals of the M. H. Cain Company.

For the reasons given in the opinion issued simultaneously herewith and in accordance with § 1340.210 (a) (6) of Maximum Price Regulation No. 120, *It is ordered:*

(a) The Cain No. 1 Mine of the M. H. Cain Company, located in Barbour County, West Virginia in District No. 3, operating in the Upper (H. V.) Freeport Seam, is hereby assigned Mine Index No. 2060.

(b) Coals produced at the Cain No. 1 Mine, Mine Index No. 2060 of the M. H. Cain Company, located in Barbour County, West Virginia in District No. 3 for uses indicated and by methods of transportation appearing herein may be sold and purchased at per net ton prices in cents per net ton, not exceeding the following:

	Size groups						
	1	2	3	4	5	6	7
Price classifications	F	F	F	F	F	----	----
Rail shipment and railroad fuel	275	275	260	250	240	----	----
Truck shipment	298	293	293	268	268	253	243

(c) The maximum prices established herein are f. o. b. the mine for truck shipment and f. o. b. the rail shipping point for rail shipment and for railroad fuel use.

(d) All prayers not granted herein are hereby denied.

(e) This order may be revoked or amended at any time.

(f) Unless the context otherwise requires, the definitions set forth in § 1340.208 of Maximum Price Regulation No. 120 shall apply to the terms used herein.

This order shall become effective July 4, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 3d day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–9809; Filed, July 3, 1944; 4:34 p. m.]

[MPR 120, Order 842]

KRIEBEL BROTHERS COAL CO.

ESTABLISHMENT OF MAXIMUM PRICES AND PRICE CLASSIFICATION

Order No. 842 under Maximum Price Regulation No. 120. Bituminous coal delivered from mine or preparation plant. Order establishing maximum prices and price classifications.

For the reasons set forth in an accompanying opinion, and in accordance with § 1340.210 (a) (6) of Maximum Price Regulation No. 120; *It is ordered:*

Producers identified herein operate named mines assigned the mine index numbers, the price classifications and the maximum prices in cents per net ton, for the indicated uses and shipments as set forth herein. All are in District No. 4. The mine index numbers and the price classifications assigned are permanent but the maximum prices may be changed by an amendment issued after the effective date of this order. Where such an amendment is issued for the district in which the mines involved herein are located and where the amendment makes no particular reference to a mine or mines involved herein, the prices shall be the prices set forth in such amendment for the price classifications of the respective size groups. The location of each mine is given by county and State. Each producer is subject to all provisions of Maximum Price Regulation No. 120.

KRIEBEL BROTHERS COAL CO., WELLSTON, OHIO, NO. 4 MINE, NO. 4 SEAM, MINE INDEX NO. 4060, JACKSON COUNTY, OHIO, SUBDISTRICT 7, DRIFT MINE, PRICE CLASSIFICATION: JACKSON F. O. DISTRICT, RAILROAD FUEL PRICE GROUP NO. 101, RAIL SHIPPING POINT: WELLSTON, OHIO

	Size group Nos.											
	1	2	3	4	5	6	7	8	9	10	11	12
Rail shipments and railroad fuel	350	345	305	305	305	275	255	245	275	----	----	275
Truck shipment	380	370	360	335	330	265	240	230	----	----	----	----

NEW LEXINGTON COAL AND MINING CO., P. O. BOX NO. 22, NEW LEXINGTON, OHIO, SHAWNEE MINE, NO. 6 SEAM, MINE INDEX NO. 4047, PERRY COUNTY, OHIO, SUBDISTRICT 5, STRIP MINE, PRICE CLASSIFICATION: HOCKING F. O. DISTRICT, RAILROAD FUEL PRICE GROUP NO. 111 (N. Y. C.) +102 (B. & O.), RAIL SHIPPING POINT: CLAYCRAFT SDG., SHAWNEE, OHIO

Rail shipments and railroad fuel	350	345	305	305	305	275	255	245	275	245	----	275
Truck shipment	365	355	345	320	315	265	230	220	----	----	----	----

This order shall become effective July 5, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 4th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–9852; Filed, July 4, 1944; 8:48 p. m.]

[MPR 188, Amdt. 1 to Order 1617]

CONKLIN PEN CO.

AUTHORIZATION OF MAXIMUM PRICES

Amendment No. 1 to Order No. 1617 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Order Nos. 9250 and 9328, Order No. 1617 is amended in the following respects:

1. Subdivision (1) of paragraph (a) is amended to read as follows:

(1) For sales by the manufacturer to distributors and for sales by the manufacturer to jobbers, the maximum prices are those set forth below:

Model No.	Description	Maximum price to jobbers	Maximum price to distributors
		Per gross	*Per gross*
5D	Fountain pen with gold point	$181.44	$154.22
8S	Fountain pen and mechanical pencil set with Model No. 5D pen	252.72	214.81
5O	Fountain pen with silver point	64.80	55.08
PC095	Fountain pen with silver point, in leather carrying case	113.40	96.39

2. Subdivision (2) of paragraph (a) is amended to read as follows:

(2) For sales by the manufacturer to retailers, by jobbers to retailers, and all other sales at wholesale by persons other than the manufacturer, the maximum prices are those set forth below, f. o. b. sellers' cities:

[1] Filed as part of the original document.

Model	Description	Maximum price
		Per gross
5D	Fountain pen with gold point	$241.92
8S	Fountain pen and mechanical pencil set with Model No. 5D pen	336.96
50	Fountain pen with silver point	86.40
PCO95	Fountain pen with silver point, in leather carrying case	151.20

This amendment shall become effective July 5, 1944.

Issued this 4th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9854; Filed, July 4, 1944; 3:47 p. m.]

[RMPR 506, Order 6]

MONTE GLOVE CO., ET AL.

APPROVAL OF MAXIMUM PRICES

Order No. 6 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum price for staple work gloves. Granting maximum prices to the Monte Glove Company and other sellers. Docket No. N6657—506-42-7.

For the reasons set forth in an opinion issued simultaneously herewith; *It is ordered:*

(a) On and after July 4, 1944, the Monte Glove Company, Shelbyville, Indiana, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove number enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase this number from the Monte Glove Company may make "regular sales" at wholesale of such glove, at or below the price set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A: Manufacturer's prices: Group I ceiling	Column A: Manufacturer's prices: Group II ceiling	Column B: Wholesalers' prices
G65	Men's gunn cut, 8 ounce single thickness canton flannel back and palm, 4" single thickness canton flannel flexible cuff	$1.80	$1.95	$2.17½

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Monte Glove Company, on all deliveries of the style number listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Monte Glove Company must furnish each of its customers, who, on or after May 30, 1944, purchased or purchases the style number listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Monte Glove Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 6 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove number enumerated in the table below, manufactured by the Monte Glove Company.

OPA has ruled that the Monte Glove Company may sell this number at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of this number at or below the price listed in Column B. Retailers will determine their ceiling prices on this number in accordance with section 2 of RMPR 506.

Style No.	Manufacturer's prices: Group I ceiling	Manufacturer's prices: Group II ceiling	Wholesalers' prices
G65S	$1.80	$1.95	$2.17½

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates this glove has been specially priced by OPA under section 4 (b).

(e) This Order No. 6 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

(f) On all deliveries of the work glove number listed in paragraph (a) since May 30, 1944, pursuant to OPA adjustable pricing authorizations, the Monte Glove Company must refund to its customers any monies collected in excess of the ceiling prices authorized in this order. Within thirty days from the effective date of this order, the Monte Glove Company shall send to OPA, Washington, D. C., a notification of the steps it has taken to comply with the provisions of this paragraph (f) of this order.

This order shall become effective July 4, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong., E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 4th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9853; Filed, July 4, 1944; 3:47 p. m.]

[MPR 165, Order 18]

ELIMINATION OF SEPARATE STATEMENT OF SURCHARGES

ADJUSTMENT OF MAXIMUM PRICES

Order No. 18 under Maximum Price Regulation No. 165 as amended—Services.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942 as amended, Executive Orders 9250 and 9328, and Maximum Price Regulation No. 165 as amended—Services, *It is ordered:*

(a) In all cases where sellers of laundry service have received adjustments of their maximum prices in the nature of a percentage surcharge to be added to their maximum prices and the order of adjustment requires the separate statement of such surcharge, or the amount in dollars and cents representing the surcharge, in the customer's bill, it shall no longer be necessary to state the surcharge or amount thereof separately, upon compliance with the following conditions.

For sellers providing pick-up and delivery services:

(1) The seller shall supply each of its customers and any new customers it may acquire with a statement showing its maximum prices for every service it supplies. This statement shall show the surcharge; that such surcharge has been authorized by the Office of Price Administration to maintain supply; and that the purchaser's bill will be increased by that amount;

(2) Each purchaser shall be supplied with a bill with each sale of service which shall show every item of service for which a charge is made. This bill shall contain the total price charged the customer;

(3) Upon request, any purchaser shall be provided with a bill which shall show separately the charges made for each item of service rendered and the amount of the surcharge.

For sellers providing cash and carry service: The seller shall post in each of his selling establishments a placard, in a place and manner where it is plainly visible to the public, setting forth the seller's maximum prices for each of the services he supplies, the surcharge permitted, a statement that the surcharge has been authorized by the Office of Price Administration to maintain supply, and that the purchaser's bill will be increased by that amount.

Strict compliance with the foregoing is a condition of this order and it shall be inapplicable to any seller who fails to comply herewith, in which event the seller shall continue to state the surcharge separately on his bill as provided in the order granting the adjustment.

The order shall not be construed as requiring any seller to cease indicating the surcharge separately, and any seller may continue to state the surcharge separately on his bills in accordance with the order granting his adjustment.

This order shall became effective July 19, 1944.

Issued this 5th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9878; Filed, July 5, 1944; 11:36 a. m.]

[Maximum Import Price Reg., Order 23]

MR. I. DORFMAN

ESTABLISHMENT OF MAXIMUM PRICES

Order No. 23 under section 21 of the Maximum Import Price Regulation.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and by Executive Orders Nos. 9250 and 9328, it is ordered:

(a) *Effect of this order.* This order establishes maximum prices at which the importer may sell, and maximum prices at which wholesalers and retailers may buy and sell, certain silver plated cigarette lighters, in brass cases and operated by a spark wheel and flint, imported from Mexico by Mr. I. Dorfman, 1048 West Elizabeth Street, Brownsville, Texas, hereinafter called the "importer". These lighters are identified by the name "Dorcet" engraved at the bottom of each lighter.

(b) *Maximum prices on sales by the importer.* The importer may sell such lighters to wholesalers at a price not exceeding $1.75 each, on a delivered basis; to retailers at a price not exceeding $2.50 each, on a delivered basis, and to consumers at a price not exceeding $4.50 each. No wholesaler, retailer or consumer may pay the importer higher prices.

(c) *Maximum wholesale and retail prices.* No wholesaler or retailer may sell, and no person buying from them may pay, prices higher than the following for such lighters.

Class of sellers:	Maximum prices, each
Sales by wholesalers	*$2.50
Sales by retailers	4.50

*On a delivered basis.

(d) *Importer to notify wholesalers.* The importer shall furnish a copy of this order to each wholesaler to whom such lighters are sold and shall also include on the invoice the following statement:

The enclosed Order No. 23, issued under the Maximum Import Price Regulation by the OPA, establishes your maximum selling prices for these lighters and requires you to notify your customers what is their maximum price, as stated in the order.

(e) *Wholesalers to notify retailers.* Every wholesaler selling such lighters shall include on his invoice to each retailer the following statement:

Your maximum selling price for these lighters, as established by Order No. 23 under the Maximum Import Price Regulation issued by OPA, is $4.50 each.

(f) *Revocation and amendment.* This order may be revoked or amended at any time.

This order shall become effective on July 6, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 5th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9879; Filed, July 5, 1944; 11:36 a. m.]

[MPR 120, Amdt. 1 to Order 783]

BETHLEHEM FAIRMONT COAL CO.

ESTABLISHMENT OF MAXIMUM PRICES FOR MIXED COALS

Amendment No. 1 to Order No. 783 under Maximum Price Regulation No. 120. Bituminous coal delivered from mine or preparation plant. Extending effective date of Order No. 783.

For the reasons set forth in an opinion issued simultaneously herewith and in accordance with § 1340.210 (a) (6) of Maximum Price Regulation No. 120 and paragraph (d) of Order No. 783 of said regulation; *It is ordered:*

Order No. 783 under Maximum Price Regulation No. 120 is hereby amended in the following manner:

The date "June 30, 1944" in paragraph (d) is hereby deleted, and the date "July 31, 1944" is inserted in its place.

Unless the context otherwise requires, the definitions set forth in § 1340.208 of Maximum Price Regulation No. 120 shall apply to terms used herein.

This Amendment No. 1 to Order No. 783 shall be come effective July 1, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 3d day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9807; Filed, July 3, 1944; 4:34 p. m.]

[Maximum Import Price Reg., Order 22]

REXON, INC.

ESTABLISHMENT OF MAXIMUM PRICES

Order No. 22 under section 21 of the Maximum Import Price Regulation.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and by Executive Orders Nos. 9250 and 9328, it is ordered:

(a) *Effect of this order.* This order establishes maximum prices at which the importer may sell, and maximum prices at which wholesalers and retailers may buy and sell, certain cigarette lighters imported from Switzerland by Rexon Inc., 295 Fifth Ave., New York City, hereinafter called the "importer". These lighters are identified by the numbers #1602 and #7602.

(b) *Maximum prices on sales by the importer to wholesalers.* The importer may sell lighter #7602 to wholesalers at a price not exceeding $2.00 each, 2%, 10 days, delivered; and may sell lighter #1602 to wholesalers at a price not exceeding $2.50 each, 2%, 10 days, delivered. No wholesaler may pay the importer higher prices.

(c) *Maximum prices on sales by the importer to retailers.* The importer may sell lighter #7602 to retailers at a price not exceeding $2.40 each, 2%, 10 days, delivered; and may sell lighter #1602 to retailers at a price not exceeding $3.00 each, 2%, 10 days, delivered. No retailer may pay the importer higher prices.

(d) *Maximum wholesale and retail prices.* No wholesaler or retailer may sell, and no person buying from them may pay, prices higher than the following for such lighters:

Class of sellers	Maximum prices: Lighter #7602	Maximum prices: Lighter #1602
Sales by wholesalers	$2.40 each [1]	$3.00 each [1]
Sales by retailers	4.00 each	5.00 each

[1] Terms: 2%, 10 days.

(e) *Importer to notify wholesalers.* The importer shall furnish a copy of this order to each wholesaler to whom such lighters are sold and shall also include on the invoice the following statement:

The enclosed Order No. 22, issued under the Maximum Import Regulation by the OPA, establishes your maximum selling prices for the lighters and requires you to notify your customers what is their maximum price, as stated in the order.

(f) *Wholesalers to notify retailers.* Every wholesaler selling such lighters shall include on his invoice to each retailer the following statement:

Your maximum selling price for these lighters, as established by Order No. 22 under the Maximum Import Price Regulation issued by OPA, is $4.00 each for lighter #7602, and $5.00 each for lighter #1602.

(g) *Revocation and amendment.* This order may be revoked or amended at any time.

This order shall become effective on July 5, 1944.

(56 Stat. 23, 765 Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 4th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9823; Filed, July 4, 1944; 11:50 a. m.]

[RMPR 161, Order 48]

E. W. JENNINGS

APPROVAL OF MAXIMUM PRICES

Order No. 48 under Revised Maximum Price Regulation No. 161. West Coast logs, graders and scalers.

Pursuant to the provisions of § 1381.158 (a) (3) of Revised Maximum Price Regulation No. 161, and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Order No. 9250, *It is hereby ordered:*

(a) The following individual log grader and scaler is approved and authorized to grade and scale West Coast logs, subject to the limitation set forth in subparagraph (2) of § 1381.158 (a):

INDIVIDUAL GRADERS AND SCALERS

Name and Address
E. W. Jennings, Kelso, Washington.

This order may be amended or revoked at any time.

This order shall become effective July 5, 1944.

Issued this 4th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9827; Filed, July 4, 1944; 11:52 a. m.]

[MPR 188, Order 1817]

A. B. ROBERTS

APPROVAL OF MAXIMUM PRICES

Order No. 1817 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of bamboo rakes manufactured by A. B. Roberts.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328; *It is ordered:*

(a) This Order No. 1817 establishes maximum prices for sales of bamboo rakes manufactured by A. B. Roberts, 1313 North Boulevard, Baton Rouge, Louisiana.

(1) For sales by the manufacturer, the maximum prices are those set forth below, f. o. b. Baton Rouge, Louisiana, subject to a cash discount of 2% for payment within 10 days:

Article	To jobbers	To dealers
Bamboo rake	*Per doz.* $7.05	*Per doz.* $9.40

(2) For sales at wholesale, the maximum prices are those set forth below, f. o. b. seller's city:

Article:	*Maximum price*
Bamboo rake	$9.40 per doz.

(3) For sales at retail, the maximum prices are those set forth below:

Article:	*Maximum price*
Bamboo rake	$1.19 each.

(b) To every garden tool shipped to a purchaser for resale, the manufacturer shall attach a tag or label which plainly states the retail ceiling price.

(c) On and after July 5, 1944, at the time of the first invoice, the manufacturer shall notify in writing each jobber and retailer, and each jobber shall notify in writing each retailer who purchase from them of the maximum prices established by this order for resales by the purchaser. This written notice may be given in any convenient form.

(d) This Order No. 1817 may be revoked or amended by the Price Administrator at any time.

(e) Unless the context otherwise requires, the definitions set forth in § 1499.20 of the General Maximum Price Regulation shall apply to the terms used herein.

This Order No. 1817 shall become effective on the 5th day of July 1944.

Issued this 4th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9825; Filed, July 4, 1944; 11:51 a. m.]

[MPR 409,[1] Order 27]

FROZEN FRUITS, BERRIES AND VEGETABLES (1943 PACK AND AFTER)

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith, and in accordance with section 9 of Maximum Price Regulation 409, *It is ordered:*

(a) Sellers covered by Maximum Price Regulation 409 are authorized to sell and deliver frozen asparagus and frozen spinach, packed in containers having a capacity of 2½ pounds or more, and frozen peas and frozen strawberries, packed in containers having a capacity of 5 pounds or more, all packed from fresh fruits or vegetables of the 1944 crop, at the maximum prices in effect at the date of delivery, subject to an agreement with the buyer in each case to adjust such selling prices to conform with new maximum prices to be established by the Office of Price Administration after delivery thereof.

In any such sale the seller shall not invoice the goods at a price higher than the maximum price in effect at the time of delivery, nor shall he receive payment of more than that price until permitted by action taken by the Office of Price Administration.

(b) This order shall be automatically revoked upon the establishment by the Office of Price Administration of new maximum prices for the commodities named in paragraph (a). This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 5, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 4th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9824; Filed, July 4, 1944; 11:49 a. m.]

[1] 8 F.R. 17299; 9 F.R. 971, 1596.

Regional and District Office Orders.

[Region II Order G-1 Under RMPR 122, Amdt. 1]

PENNSYLVANIA ANTHRACITE IN MIDDLESEX COUNTY, N. J.

Amendment No. 1 to Second Revised Order No. G-1 under §§ 1340.259 (a) (1), and 1340.260 of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Pennsylvania anthracite delivered by dealers in Middlesex County, State of New Jersey, Coal Area VII.

For the reasons set forth in an opinion issued herewith under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122, Second Revised Order No. G-1 is amended in the following respects:

1. Paragraph (d) (1) is amended to read as follows:

(1) *For sales of anthracite of the sizes and in the quantities specified.*

Size	Per net ton	Per net ½ ton	Per 100 lbs. (for sales of 100 lbs. or more but less than ½ ton)
Broken, egg, stove, nut	$13.60	$7.05	$0.85
Pea	11.80	6.15	.75
Buckwheat	9.90	5.20	.70
Rice	8.85	4.70	----------
Screenings	4.30	2.15	----------

2. Paragraph (e) (1) is amended to read as follows:

(1) *For sales of anthracite of the sizes and in the quantities specified.*

Size	Per net ton, (for sales of ½ ton or more).	Per 100 lbs. (for sales of 100 lbs. or more, but less than ½ ton).
Broken, egg, stove, nut	$11.60	$0.70
Pea	10.35	.65
Buckwheat	8.60	.55
Rice	7.55	.50
Screenings	2.50	----

3. Paragraph (r) (5) is amended to read as follows:

(5) The sizes of "Pennsylvania anthracite" described as broken, egg, stove, nut, pea, buckwheat, rice, and screenings shall refer to the same sizes of the same fuel as were sold and delivered in the State of New Jersey, Coal Area VII, with such designation during December, 1941. Under no circumstances, however, shall the anthracite contain an ash content in excess of the limits specified by Amendment No. 1 to Solid Fuels Administration for War Regulation No. 9.

This Amendment No. 1 to Second Revised Order No. G-1 shall become effective June 11, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this fifth day of June 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44-9784; Filed, July 3, 1944; 2:08 p. m.]

[Region II Rev. Order G-3 Under RMPR 122, Amdt. 3]

PENNSYLVANIA ANTHRACITE IN NEW YORK CITY

Amendment No. 3 to Revised Order No. G-3 under § 1340.260 of Revised Maximum Price Regulation No. 122. *Solid fuels sold and delivered by dealers.* Pennsylvania anthracite delivered by dealers in the Boroughs of Manhattan, Bronx, Brooklyn and Queens, City of New York, State of New York.

For the reasons set forth in an opinion issued herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122, Revised Order No. G-3 is amended in the following respects:

1. Paragraph (d) (1) (i) is amended to read as follows:

(1) *Delivered sales*—(i) *Sales made on a "sidewalk delivery" basis.*

Size	Per net ton for sales of 5 tons or more	Per net ton for sales of less than 5 tons, but more than ½ ton	½-ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton	Per 10 lbs. for sales of less than 100 lbs.
Broken, egg, stove, nut	$13.60	$13.85	$7.20	$0.95	$0.10
Pea	11.90	12.15	6.35	.85	.09
Buckwheat	9.40	9.65	5.10	----------	----------
Rice	8.50	8.75	4.65	----------	----------
Barley	7.50	7.75	4.15	----------	----------

2. Paragraph (d) (2) is amended to read as follows:

(2) *"Yard" sales.*

Size	Per net ton for sales of ½ ton or more	Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton	Per 10 lbs. for sales of less than 100 lbs.
Broken, egg, stove, nut	$11.50	$0.85	$0.09
Pea	9.70	.75	.08
Buckwheat	7.65	----------	----------
Rice	6.75	----------	----------
Barley	5.70	----------	----------

3. Paragraph (e) (1) (i) is amended to read as follows:

(1) *Delivered sales*—(i) *Sales made on a "sidewalk delivery" basis.*

Size	Per net ton, for sales of 5 tons or more	Per net ton for sales of 3 tons or more, but less than 5 tons	Per net ton for sales of less than 3 tons, but more than ½ ton	½ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton	Per 10 lbs. for sales of less than 100 lbs.
Broken, egg, stove, nut	$13.60	$14.05	$14.30	$7.40	$0.95	$0.10
Pea	11.90	12.35	12.60	6.55	.85	.09
Buckwheat	9.40	9.65	9.65	5.10	----------	----------
Rice	8.50	8.75	8.75	4.65	----------	----------
Barley	7.50	7.75	7.75	4.15	----------	----------

4. Paragraph (e) (2) is amended to read as follows:

(2) *"Yard" sales.*

Size	Per net ton for sales of ½ ton or more	Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton	Per 10 lbs. for sales of less than 100 lbs.
Broken, egg, stove, nut	$11.50	$0.85	$0.09
Pea	9.70	.75	.08
Buckwheat	7.90	----------	----------
Rice	7.00	----------	----------
Barley	5.70	----------	----------

5. Paragraph (f) (1) (i) is amended to read as follows:

(1) *Delivered sales* (i) *Sales made on a "delivered to storage" basis.*

Size	Per net ton for sales of more than ½ ton	½ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton	Per 10 lbs. for sales of less than 100 lbs.
Broken, egg, stove, nut	$14.05	$7.30	$0.95	$0.10
Pea	12.50	6.50	.85	.09
Buckwheat	9.45	5.00	----------	----------
(rescreened)	9.95	5.25	----------	----------
Rice	8.40	4.45	----------	----------
(rescreened)	8.90	4.70	----------	----------
Barley	7.40	3.95	----------	----------

6. Paragraph (f) (2) is amended to read as follows:

(2) *"Yard" sales.*

Size	At yards, etc. receiving other than via water, per net ton, for sales of ½ ton or more	At yards, etc. receiving via water, per net ton, for sales of ½ ton or more	Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton	Per 10 lbs. for sales of less than 100 lbs.
Broken, egg, stove, nut	$11.75	$11.50	$0.85	$0.09
Pea	10.20	9.95	.75	.08
Buckwheat	7.90	7.65	----------	----------
Rice	7.00	6.75	----------	----------
Barley	5.95	5.70	----------	----------

7. Paragraph (g) (1) (i) is amended to read as follows:

(1) *Delivered sales*—(i) *Sales made on a "delivered to storage" basis.*

Size	Per net ton for sales of more than ½ ton	½ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton	Per 10 lbs. for sales of less than 100 lbs.
Broken, egg, stove, nut	$14.30	$7.40	$0.95	$0.10
Pea	12.75	6.65	.85	.09
Buckwheat	10.20	5.35	----------	----------
(rescreened)	10.45	5.50	----------	----------
Rice	9.30	4.90	----------	----------
(rescreened)	9.55	5.05	----------	----------
Barley	8.30	4.40	----------	----------

8. Paragraph (g) (2) is amended to read as follows:

(2) *"Yard" sales.*

Size	Per net ton, for sales of 1/2 ton or more	Per 100 lbs., for sales of 100 lbs.or more, but less than 1/2 ton	Per 10 lbs.,for sales of less than 100 lbs.
Broken, egg, stove, nut	$12.00	$0.85	$0.09
Pea	10.45	.75	.08
Buckwheat	8.15	----------	----------
Rice	7.25	----------	----------
Barley	6.25	----------	----------

9. Paragraph (r) (14) is amended to read as follows:

(14) The sizes of Pennsylvania anthracite described as broken, egg, stove, nut, pea, buckwheat, rice and barley shall refer to the same sizes of the same fuel as were sold and delivered in the boroughs of Manhattan, Bronx, Brooklyn, and Queens with such designation during December 1941. Under no circumstances, however, shall the anthracite contain an ash content in excess of the limits specified by Amendment No. 1 to Solid Fuels Administration for War Regulation No. 9.

This Amendment No. 3 to Revised Order No. G–3 shall become effective June 11, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 5th day of June 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–9785; Filed, July 3, 1944; 2:08 p. m.]

[Region II Order G–5 Under RMPR 122, Amdt. 1]

SOLID FUELS IN EARLVILLE, N. Y.

Amendment No. 1 to Order No. G–5 (formerly designated Order No. 4) under § 1340.259 (a) (1) of revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, Order No. G–5 is amended in the following respects:

1. Paragraph (a) is amended to read as follows: (a) On and after June 11th, 1944, the maximum prices for sale and delivery at retail, in the Earlville area, of anthracite coal of the sizes set forth in the following schedule shall be the applicable adjusted maximum prices specified therein:

Adjusted maximum price per net ton

Size:	*Delivered to purchaser*
Egg, stove, nut	$13.25
Pea	11.65
Buckwheat	9.60

2. Paragraph (g) (4) is amended to read as follows:

(4) The sizes of anthracite described as egg, stove, nut, pea and buckwheat shall refer to the same sizes of the same fuel as were sold and delivered in the "Earlville area" with such designation during December 1941. Under no circumstances, however, shall the anthracite contain an ash content in excess of the limits specified by Amendment No. 1 to Solid Fuels Administration for War Regulation No. 9.

This Amendment No. 1 to Order No. G–5 shall become effective June 11, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 7th day of June 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–9786; Filed, July 3, 1944; 2:08 p. m.]

[Region II Order G–6 Under RMPR 122, Amdt. 2]

SOLID FUELS IN SENNETT, N. Y.

Amendment No. 2 to Order No. G–6 (formerly designated Order No. 5) under § 1340.259 (a) (1) of revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1340.259 (a) (1) of Revised Price Regulation No. 122, Order No. G–5 is amended in the following respects:

1. Paragraph (a) is amended to read as follows: (a) On and after June 11th, 1944, the maximum prices for sale and delivery at retail, in the Sennett area, of anthracite coal of the sizes set forth in the following schedule shall be the applicable adjusted maximum prices specified therein:

Adjusted maximum price per net ton

Size:	*Delivered to purchaser*
Egg, Stove, Nut	$13.10
Pea	11.05
Buckwheat	9.40

2. Paragraph (g) (4) is amended to read as follows:

(4) The sizes of anthracite described as egg, stove, nut, pea and buckwheat shall refer to the same sizes of the same fuel as were sold in the "Sennett area" with such designation during December 1941. Under no circumstances, however, shall the anthracite contain an ash content in excess of the limits specified by Amendment No. 1 to Solid Fuels Administration for War Regulation No. 9.

This Amendment No. 2 to Order No. G–6 shall become effective June 11, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 7th day of June 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–9787; Filed, July 3, 1944; 2:08 p. m.]

[Region II Order G–8 Under RMPR 122, Amdt. 1]

PENNSYLVANIA ANTHRACITE IN DESIGNATED COUNTIES IN NEW JERSEY

Amendment No. 1 to Revised Order No. G–8 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Pennsylvania anthracite delivered by dealers in Burlington County, Camden County, and Gloucester County, State of New Jersey, Coal Area 1.

For the reasons set forth in an opinion issued herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122, Revised Order No. G–8 is amended in the following respects:

1. Paragraph (d) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per 100 lbs. (for sales of 100 lbs. or more, but less than ½ ton)
Broken, egg, stove, nut	$13.60	$7.30	$0.85
Pea	12.05	6.55	.75
Buckwheat	10.40	5.70	.65
Rice	9.60	5.30	----------
Barley	8.10	4.05	----------
Screenings	3.95	2.00	----------

2. Paragraph (d) (2) is amended to read as follows:

(2) *"Yard sales".* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton, for sales of ½ ton or more	Per 100 lbs., for 100 lbs. or more, but less than ½ ton	Per 50 lb. paper bag
Broken, egg, stove, nut	12.10	$0.80	$0.42
Pea	10.55	.70	.37
Buckwheat	8.90	.60	----------
Rice	8.10	.55	----------
Barley	6.60	----------	----------
Screenings	2.20	----------	----------

3. Paragraph (e) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per 100 lbs. (for sales of 100 lbs. or more, but less than ½ ton)
Broken, egg, stove, nut	$13.60	$7.30	$0.85
Pea	12.30	6.65	.75
Buckwheat	10.40	5.70	.65
Rice	8.85	4.95	----------
Screenings	3.95	2.00	----------

4. Paragraph (e) (2) is amended to read as follows:

(2) *"Yard sales".* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton for sales of ½ ton or more	Per 100 lbs. for 100 lbs. or more, but less than ½ ton	Per 50 lb. paper bag
Broken, egg, stove, nut	$12.60	$0.75	$0.425
Pea	11.30	.65	.375
Buckwheat	9.40	.55	----------
Rice	7.85	----------	----------
Screenings	2.20	----------	----------

5. Paragraph (f) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per 100 lbs. (for sales of 100 lbs. or more, but less than ½ ton)
Broken, egg, stove, nut	$13.10	$7.05	$0.85
Pea	11.80	6.40	.75
Buckwheat	9.90	5.45	.65
Rice	8.35	4.70	----------
Screenings	3.95	2.00	----------

6. Paragraph (f) (2) is amended to read as follows:

(2) *"Yard sales".* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton, for sales of ½ ton or more	Per 100 lbs., for sales of 100 lbs. or more, but less than ½ ton	Per 50 lb. paper bag
Broken, egg, stove, nut	$12.10	$0.80	$0.425
Pea	10.80	.70	.375
Buckwheat	8.90	.60	----------
Rice	7.35	.55	----------
Screenings	2.20	----------	----------

7. Paragraph (g) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton
Broken, egg, stove, nut	$13.85	$7.45	$0.85
Pea	12.30	6.65	.75
Buckwheat	10.40	5.70	.65
Rice	9.10	5.05	----------
Screenings	3.95	2.00	----------

8. Paragraph (g) (2) is amended to read as follows:

(2) *"Yard sales".* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton for sales of ½ ton or more	Per 100 lbs. (for sales of 100 lbs. or more, but less than ½ ton)	Per 50 lb. paper bag
Broken, egg, stove, nut	$12.35	$0.80	$0.425
Pea	10.80	.70	.375
Buckwheat	8.90	.60	----------
Rice	7.60	.55	----------
Screenings	2.20	----------	----------

9. Paragraph (s) (5) is amended to read as follows:

(5) The sizes of "Pennsylvania anthracite" described as broken, egg, stove, nut, pea, buckwheat, rice, barley and screenings shall refer to the same sizes of the same fuel as were sold and delivered in the State of New Jersey, Coal Area 1 with such designation during December 1941. Under no circumstances, however, shall the anthracite contain an ash content in excess of the limits specified by Amendment No. 1 to Solid Fuels Administration for War Regulation No. 9.

This Amendment No. 1 to Revised Order No. G–8 shall become effective June 11, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681).

Issued this 5th day of June 1944.

DANIEL P. WOOLLEY,
Regional Director.

[F. R. Doc. 44–9788; Filed, July 3, 1944; 2:09 p. m.]

[Region II Order G–9 Under RMPR 122, Amdt. 1]

PENNSYLVANIA ANTHRACITE IN BUCKS AND MONTGOMERY COUNTIES, PA.

Amendment 1 to Order No. G–9 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Pennsylvania anthracite delivered by dealers in the County of Chester and designated Townships and Boroughs in Bucks and Montgomery Counties, Commonwealth of Pennsylvania. Coal Area II.

For the reasons set forth in an opinion issued herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, Order No. G–9 is amended in the following respects:

1. Paragraph (d) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton	Per 50 lb. paper bag
Broken, egg, stove, nut	$13.15	$6.85	$0.80	$0.475
Pea	11.55	6.05	.70	.425
Buckwheat	9.85	5.20	.60	----------
Rice	8.85	4.70	.55	----------
Barley	7.50	4.00	----------	----------
Screenings	3.95	2.00	----------	----------

2. Paragraph (d) (2) is amended to read as follows:

(2) *"Yard sales."* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton, for sales of ½ ton or more	Per 100 lbs. for 100 lbs. or more, but less than ½ ton	Per 50 lb. paper bag
Broken, egg, stove, nut	$11.40	$0.75	$0.425
Pea	9.75	.65	.395
Buckwheat	8.15	.55	----------
Rice	7.15	.50	----------
Barley	5.80	----------	----------
Screenings	2.20	----------	----------

3. Paragraph (c) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton
Broken, egg, stove, nut	$13.60	$7.30	$0.80
Pea	12.30	6.65	.70
Buckwheat	10.40	5.70	.65
Rice	8.85	4.95	----------
Barley	8.00	4.30	----------
Screenings	3.95	2.00	----------

4. Paragraph (e) (2) is amended to read as follows:

(2) *"Yard sales."* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton for sales of ½ ton or more	Per 100 lbs. for 100 lbs. or more, but less than ½ ton
Broken, egg, stove, nut	$12.60	$0.70
Pea	11.30	.60
Buckwheat	9.46	.55
Rice	7.85	----------
Barley	7.00	----------
Screenings	2.20	----------

5. Paragraph (f) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton	Per 50 lb. paper bag
Broken, egg, stove, nut	$13.85	$7.20	$0.75	$0.475
Pea	12.30	6.40	.65	.425
Buckwheat	10.65	5.60	.60	--------
Rice	9.85	5.20	.55	--------
Barley	7.95	4.25	----------	--------
Screenings	3.95	2.00	----------	--------

6. Paragraph (f) (2) is amended to read as follows:

(2) *"Yard sales."* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton for sales of ½ ton or more	Per 100 lbs. for 100 lbs. or more, but less than ½ ton	Per 50 lb. paper bag
Broken, egg, stove, nut	$12.35	$0.70	$0.425
Pea	10.80	.60	.395
Buckwheat	9.15	.55	--------
Rice	8.35	.50	--------
Barley	6.45	----------	--------
Screenings	2.20	----------	--------

7. Paragraph (g) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton	Per 50 lb. paper bag
Broken, egg, stove, nut	$13.00	$6.75	$0.80	$0.475
Pea	11.55	5.95	.70	.425
Buckwheat	9.60	5.05	.60	--------
Rice	8.55	4.55	.55	--------
Barley	7.30	3.90	----------	--------
Screenings	3.95	2.00	----------	--------

8. Paragraph (g) (2) is amended to read as follows:

(2) *"Yard sales."* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton for sales of ½ ton or more	Per 100 lbs. for 100 lbs. or more, but less than ½ ton	Per 50 lb. paper bag
Broken, egg, stove, nut	$11.50	$0.75	$0.425
Pea	9.85	.65	.395
Buckwheat	8.10	.55	--------
Rice	7.05	.50	--------
Barley	5.80	----------	--------
Screenings	2.20	----------	--------

9. Paragraph (h) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton	Per 50 lb. paper bag
Broken, egg, stove, nut	$12.85	$6.70	$0.80	$0.475
Pea	11.20	5.85	.70	.425
Buckwheat	9.60	5.05	.60	--------
Rice	8.55	4.55	.55	--------
Barley	7.30	3.90	----------	--------
Screenings	3.95	2.00	----------	--------

10. Paragraph (h) (2) is amended to read as follows:

(2) *"Yard sales"*. For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton for sales of ½ ton or more	Per 100 lbs. for 100 lbs. or more, but less than ½ ton	Per 50 lb. paper bag
Broken, egg, stove, nut	$11.85	$0.75	$0.425
Pea	8.60	.55	--------
Buckwheat	7.55	.50	--------
Rice	6.30	----------	--------
Barley	2.20	----------	--------
Screenings			

11. Paragraph (i) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton	Per 50 pound paper bag
Broken, egg, stove, nut	$13.05	$6.90	$0.80	$0.475
Pea	11.40	6.05	.70	.425
Buckwheat	9.45	5.10	.60	--------
Rice	8.40	4.55	.55	--------
Barley	7.15	3.95	----------	--------
Screenings	3.95	2.60	----------	--------

12. Paragraph (i) (2) is amended to read as follows:

(2) *"Yard sales."* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton for sales of ½ ton or more	Per 100 lbs. for 100 lbs. or more, but less than ½ ton	Per 50 lb. paper bag
Broken, egg, stove, nut	$11.85	$0.75	$0.425
Pea	9.60	.65	.395
Buckwheat	7.95	.55	--------
Rice	6.90	.50	--------
Barley	5.65	----------	--------
Screenings	2.20	----------	--------

13. Paragraph (u) (5) is amended to read as follows:

(5) The sizes of "Pennsylvania anthracite" described as broken, egg, stove, nut, pea, buckwheat, rice, barley, and screenings shall refer to the same sizes of the same fuel as were sold and delivered in the Commonwealth of Pennsylvania—Coal Area II with such designations during December 1941. Under no circumstances, however, shall the anthracite contain an ash content in excess of the limits specified by Amendment No. 1 to Solid Fuels Administration for War Regulation No. 9.

This Amendment No. 1 to Order No. G–9 shall become effective June 11, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 5th day of June 1944.

DANIEL P. WOOLEY,
Regional Administrator.

[F. R. Doc. 44–9789; Filed, July 3, 1944; 2:09 p. m.]

[Region II Rev. Order G–11 Under RMPR 122, Amdt. 1]

PENNSYLVANIA ANTHRACITE IN HUDSON COUNTY, N. J.

Amendment No. 1 to Revised Order G–11 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Pennsylvania anthracite delivered by dealers in that portion of Hudson County east of Hackensack River, State of New Jersey, Coal Area II.

For the reasons set forth in an opinion issued herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122, Revised Order No. G–11 is amended in the following respects:

1. Paragraph (d) (1) is amended to read as follows:

(1) *For sales of anthracite of the sizes and in the quantities specified.*

Size	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than one-half ton
Broken, egg, stove, nut	$14.60	$7.55	$0.85
Pea	13.05	6.80	.75
Buckwheat	10.40	5.45	.70
Rice	9.35	4.95	----------
Barley	8.10	4.30	----------
Screenings	4.50	2.25	----------

2. Paragraph (e) (1) is amended to read as follows:

(e) *Schedule II: "Yard sales".* (1) *Maximum prices for certain sizes of anthracite sold at the dealer's "yard" within Coal Area II.*

Size	Per net ton for sales of ½ ton or more	Per 100 lbs. for 100 lbs. or more, but less than ½ ton	
		Dealers	Consumers
Broken, egg, stove, nut	$11.60	$0.62	$0.70
Pea	10.05	.55	.60
Buckwheat	7.65	.45	.55
Rice	6.85	----------	----------
Barley	5.60	----------	----------
Screenings	2.55	----------	----------

3. Paragraph (r) (5) is amended to read as follows:

(5) The sizes of "Pennsylvania anthracite" described as broken, egg, stove, nut, pea, buckwheat, rice, barley and screenings shall refer to the same sizes of the same fuel as were sold and delivered in the State of New Jersey—Coal Area II with such designation during December 1941. Under no circumstances, however, shall the anthracite contain an ash content in excess of the limits specified by Amendment No. 1 to Solid Fuels Administration for War Regulation No. 9.

This amendment No. 1 to Revised Order G–11 shall become effective June 11th, 1944.

(56 Stat. 23. 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. June 11, 1944.

Issued this 6th day of June 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–9790; Filed, July 3, 1944; 2:10 p. m.]

[Region II Rev. Order G–13 Under RMPR 122, Amdt. 2]

PENNSYLVANIA ANTHRACITE IN BRADFORD COUNTY, PA.

Amendment No. 2 to Revised Order G–13 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Pennsylvania anthracite delivered by dealers in Bradford County, Commonwealth of Pennsylvania—Coal Area IV.

For the reasons set forth in an opinion issued herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122, Revised Order No. G–13 is amended in the following respects:

1. Paragraph (d) (1) is amended to read as follows:

(d) *Schedule I: "Direct delivery" sales.* Schedule I established maximum prices for certain sizes of anthracite in certain specific quantities, delivered to or at any point within Coal Area IV.

(1) *For sales of anthracite of the sizes and in the quantities specified.*

Size	Per net ton	Per net ½ ton	Per 100 lbs. (for sales of 100 lbs. or more but less than ½ ton)
Broken, egg, stove, nut	$12.10	$6.30	$0.85
Pea	10.75	5.65	.75
Buckwheat	8.75	4.65	.65
Rice	7.60	4.05	----------
Screenings	3.50	1.75	----------

2. Paragraph (e) is amended to read as follows:

(e) *Schedule II: "Yard sales".* Schedule II establishes maximum prices for certain sizes of anthracite in certain specific quantities sold at the dealer's yard. For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton, for sales of ½ ton or more	Per 100 lbs. for 100 lbs. or more but less than ½ ton	Per 50 lb. paper bag	Per 25 lb. paper bag
Broken, egg, stove, nut	$11.60	$0.70	$0.37	$0.21
Pea	10.25	.60	.32	--------
Buckwheat	8.25	.50	--------	--------
Rice	7.10	----------	--------	--------
Screenings	2.50	----------	--------	--------

3. Paragraph (q) (5) is amended to read as follows:

(5) The sizes of Pennsylvania anthracite described as broken, egg, stove, nut, pea, buckwheat, rice, and screenings shall refer to the same sizes of the same fuel as were sold and delivered in the Commonwealth of Pennsylvania—Coal Area IV, with such designation during December 1941. Under no circumstances, however, shall the anthracite contain an ash content in excess of the limits specified by Amendment No. 1 to Solid Fuels Administration for War Regulation No. 9.

This Amendment No. 2 to Revised Order Number G–13 shall become effective June 11th, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 6th day of June 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–9791; Filed, July 3, 1944; 2:10 p. m.]

[Region II Rev. Order G–14 Under RMPR 122, Amdt. 2]

PENNSYLVANIA ANTHRACITE IN RICHMOND COUNTY, N. Y.

Amendment No. 2 to Revised Order No. G–14 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Pennsylvania anthracite delivered by dealers in Richmond County, (borough of Richmond, City of New York), State of New York—Coal Area II.

For the reasons set forth in an opinion issued herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, Revised Order No. G–14 is amended in the following respects:

1. The table of "direct-delivery" prices contained in paragraph (d) is amended to read as follows:

(d) *Schedule I: Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more but less than ½ ton
Broken, egg, stove, nut	$14.10	$7.30	$0.85
Pea	12.55	6.55	.75
Buckwheat	10.15	5.35	.70
Rice	9.10	4.80	----------
Barley	7.95	4.25	----------
Screenings "A" [1]	6.20	3.10	----------
Screenings "B" [1]	3.30	1.65	----------

[1] See definition in paragraph (r) (5).

2. Paragraph (e) is amended to read as follows:

(e) *Schedule II: "Yard sales".* Schedule II establishes maximum prices for certain sizes of anthracite sold at the dealer's "yard" to dealers or consumers. For sales of anthracite of the sizes and in the quantities specified.

Size	To dealers	To consumers	
	Per net ton for sales of ½ ton or more	Per net ton for sales of ½ ton or more	Per 100 lbs. for 100 lbs. or more but less than ½ ton
Broken, egg, stove, nut	$11.60	$12.60	$0.75
Pea	10.05	11.05	.65
Buckwheat	8.15	8.65	.60
Rice	7.10	7.60	----------
Barley	5.95	----------	----------
Screenings "A" [1]	5.15	----------	----------
Screenings "B" [1]	2.25	----------	----------

[1] See definition in paragraph (r) (5).

3. Paragraph (r) (5) is amended to read as follows:

(5) The sizes of Pennsylvania anthracite described as broken, egg, stove, nut, pea, buckwheat, rice, barley and screenings shall refer to the same sizes of the same fuel as were sold and delivered in the State of New York—Coal Area II, with such designation during December, 1941. Under no circumstances, however,

shall the anthracite contain an ash content in excess of the limits specified by Amendment No. 1 to Solid Fuels Administration for War Regulation No. 9.

"Screenings A" are screenings derived from the primary or initial screening of egg, stove, nut, pea, and buckwheat sizes of anthracite before any of these sizes have been reclaimed from screenings.

"Screenings B" are the resultant screenings after buckwheat and larger sizes of anthracite have been reclaimed from "Screenings A".

This Amendment No. 2 to Revised Order No. G–14 shall become effective June 11, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F. R. 4681)

Issued this 6th day of June 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–9792; Filed, July 3, 1944; 2:10 p. m.]

[Region II Rev. Order G–15 Under RMPR 122, Amdt. 2]

SOLID FUELS IN DESIGNATED AREAS IN MARYLAND

Amendment No. 2 to Revised Order No. G–15 Under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Solid fuels delivered by dealers in Baltimore City and designated portions of Baltimore and Anne Arundel Counties, State of Maryland—Coal Area 1.

For the reasons set forth in an opinion issued herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, Revised Order No. G–15 is amended in the following respects:

1. Paragraph (d) is amended by revising the "direct-delivery" prices for Pennsylvania anthracite as follows:

For sales of coal of the kinds and sizes, and in the quantities specified.

Kind and size of coal	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more but less than ½ ton
Pennsylvania anthracite			
Broken, egg, stove, nut	$14.10	$7.55	$0.85
Pea	12.55	6.80	.75
Buckwheat	11.15	6.10	.70
Rice	10.45	5.75	.65
Barley	9.25	5.15	----------
Screenings	3.80	----------	----------

2. Paragraph (e) (1) and (2) is amended by revising the "yard sale" prices for Pennsylvania anthracite as follows:

(1) *Sales at dealer's yard to consumers.*

Kind and size of coal	Per net ton for sales of ½ ton or more	Per 100 lbs. (for sales of 100 lbs. or more but less than ½ ton
Pennsylvania anthracite		
Broken, egg, stove, nut	$13.10	$0.80
Pea	11.55	.70
Buckwheat	10.15	.65
Rice	9.45	.60
Barley	8.25	----------
Screenings	2.60	----------

(2) *Sales at dealer's yard to other dealers for resale.*

Kind and size of coal (Pennsylvania anthracite):	*Maximum price per net ton*
Broken, egg, stove, nut	$11.35
Pea	9.75
Buckwheat	7.45
Rice	6.70
Barley	5.60

3. Paragraph (q) (8) is amended to read as follows:

(8) The sizes of Pennsylvania anthracite described as broken, egg, stove, nut, pea, buckwheat, rice, barley, and screenings shall refer to the same sizes of the same fuel as were sold and delivered in the State of Maryland—Coal Area 1 with such designation during December 1941. Under no circumstances, however, shall the anthracite contain an ash content in excess of the limits specified by Amendment No. 1 to Solid Fuels Administration for War Regulation No. 9.

This Amendment No. 2 to Revised Order No. G–15 shall become effective June 11, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 5th day of June 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–9793; Filed, July 3, 1944; 2:10 p. m.]

[Region II Rev. Order G–17 Under RMPR 122, Amdt. 1]

PENNSYLVANIA ANTHRACITE IN MERCER COUNTY, N. J.

Amendment No. 1 to Revised Order No. G–17 under § 1340.260 of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Pennsylvania anthracite delivered by dealers in Mercer County, State of New Jersey—Coal Area VIII.

For the reasons set forth in an opinion issued herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122, Revised Order No. G–17 is amended in the following respects:

1. The table of "direct-delivery" prices contained in paragraph (d) is amended to read as follows:

For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more but less than ½ ton
Broken, egg, stove, nut	$13.60	$7.30	$0.85
Pea	12.30	6.65	.80
Buckwheat	10.40	5.70	.70
Rice	9.00	5.00	----------
Barley	7.85	4.45	----------
Screenings	3.95	2.00	----------

2. The table of "yard sales" prices contained in paragraph (e) is amended to read as follows:

For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton for sales of ½ ton or more	Per 100 lbs. for sales of 100 lbs. or more but less than ½ ton
Broken, egg, stove, nut	$12.60	$0.75
Pea	11.30	.70
Buckwheat	9.40	.60
Rice	8.00	----------
Barley	6.85	----------
Screenings	2.20	----------

3. Paragraph (r) (5) is amended to read as follows:

(5) The sizes of Pennsylvania anthracite as broken, egg, stove, nut, pea, buckwheat, rice, barley and screenings shall refer to the same sizes of the same fuel as were sold and delivered in the State of New Jersey—Coal Area VIII with such designation during December, 1941. Under no circumstances, however, shall the anthracite contain an ash content in excess of the limits specified by Amendment No. 1 to Solid Fuels Administration for War Regulation No. 9.

This Amendment No. 1 to Revised Order No. G–17 shall become effective June 11, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 6th day of June 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–9794; Filed, July 3, 1944; 2:12 p. m.]

[Region II Rev. Order G–18 Under RMPR 122, Amdt. 3]

SOLID FUELS IN DESIGNATED AREAS IN NEW YORK STATE

Amendment No. 3 to Revised Order No. G–18 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Solid fuels delivered by dealers in the City of Rochester and designated portions of Monroe County, State of New York—Coal Area IV.

For the reasons set forth in an opinion issued herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, Revised Order No. G–18 is amended in the following respects:

1. Paragraph (d) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more but less than ½ ton
Broken egg, stove, nut	$14.70	$7.65	$0.85
Pea	12.65	6.65	.75
Buckwheat	10.10	5.35	.65
Rice	8.80	4.70	----------
Barley	8.10	4.35	----------
Screenings	4.10	2.05	----------

2. Paragraph (d) (2) is amended to read as follows:

(2) *"Yard sales".* For sales of anthracite of the sizes and in the quantities specified to dealers and to consumers.

Size	Per net ton, for sales of 1/2 ton or more		Per 100 lbs. for sales of 100 lbs. or more but less than 1/2 ton
	To dealers for resale	To consumers	
Broken, egg, stove, nut	$11.55	$13.10	$0.75
Pea	9.55	11.05	.65
Buck	7.55	8.95	.55
Rice	6.90	8.00	----------
Barley	5.90	----------	----------
Screenings	2.10	----------	----------

3. Paragraph (q) (8) is amended to read as follows:

(8) The sizes of Pennsylvania anthracite described as broken, egg, stove, nut, pea, buckwheat, rice, barley and screenings shall refer to the same sizes of the same fuel as were sold and delivered in the State of New York—Coal Area IV, with such designation during December 1941. Under no circumstances, however, shall the anthracite contain an ash content in excess of the limits specified by Amendment No. 1 to Solid Fuels Administration for War Regulation No. 9.

This Amendment No. 3 to Revised Order No. G–18 shall become effective June 11, 1944.

(56 Stat. 23, 765; Pub. Law. 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 6th day of June 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–9795; Filed, July 3, 1944; 2:12 p. m.]

[Region II Rev. Order G–19 Under RMPR 122, Amdt. 2]

SOLID FUELS IN ATLANTIC COUNTY, N. J.

Amendment No. 2 to Revised Order No. G–19 under § 1340.260 of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Solid fuels delivered by dealers in Atlantic County, State of New Jersey—Coal Area IX.

For the reasons set forth in an opinion issued herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122, Revised Order No. G–19 is amended in the following respects:

1. Paragraph (d) (1) is amended by revising "direct-delivery" prices for Pennsylvania anthracite as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of solid fuel of the kinds and sizes, and in the quantities specified.

Kind and size of fuel	Per net ton	Per net ½ ton	Per net ¼ ton
Anthracite			
Broken, egg, stove, nut	$14.15	$7.35	$3.80
Pea	12.55	6.55	3.40
Buckwheat	9.95	5.25	2.75
Rice	9.15	4.85	2.55
Barley	8.15	4.35	2.30
Screenings	3.50	----------	----------

2. Paragraph (d) (2) is amended by revising "yard sales" prices for Pennsylvania anthracite as follows:

(2) *"Yard sales."* For sales of solid fuel of the kinds and sizes, and in the quantities specified.

Kind and size of fuel	Per net ton	Per net ½ ton	Per net ¼ ton	Bagged coal	
				Per net 100 lbs.	Per net 50 lbs.
Anthracite					
Broken, egg, stove, nut	$13.15	$6.85	$3.55	$0.90	$0.47
Pea	11.55	6.05	3.15	.80	.42
Buckwheat	8.95	4.75	2.50	----------	----------
Rice	8.15	4.35	2.30	----------	----------
Barley	7.15	3.85	2.05	----------	----------
Screenings	2.50	----------	----------	----------	----------

3. Paragraph (p) (7) is amended to read as follows:

(7) The sizes of Pennsylvania anthracite described as broken, egg, stove, nut, pea, buckwheat, rice, barley and screenings shall refer to the same sizes of the same fuel as were sold and delivered in the State of New Jersey—Coal Area IX, with such designation during December 1941. Under no circumstances, however, shall the anthracite contain an ash content in excess of the limits specified by Amendment No. 1 to Solid Fuels Administration for War Regulation No. 9.

This Amendment No. 2 to Revised Order No. G–19 shall become effective June 11, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 6th day of June 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–9796; Filed, July 3, 1944; 2:12 p. m.]

[Region II Order G–20 under RMPR 122, Amdt. 1]

PENNSYLVANIA ANTHRACITE IN DESIGNATED AREA OF NEW JERSEY

Amendment No. 1 to Order No. G–20 under § 1340.260 of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Pennsylvania anthracite delivered by dealers in Sussex County, the major part of Morris County and designated portions of Union County, State of New Jersey—Coal Area V.

For the reasons set forth in an opinion issued herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122, Order No. G–20 is amended in the following respects:

1. Paragraph (d) (1) is amended by revising "direct-delivery" prices for Pennsylvania anthracite as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more but less than ½ ton
Broken, egg, stove, nut	$13.85	$7.45	$0.90
Pea	12.55	6.80	.80
Buckwheat	10.65	5.85	.70
Rice	9.85	5.45	----------
Barley	8.70	4.85	----------
Screenings	4.30	----------	----------

2. Paragraph (d) (2) is amended by revising "yard sales" prices for Pennsylvania anthracite as follows:

(2) *"Yard sales".* For sales of anthracite of the sizes and in the quantities specified to dealers and to consumers.

Size	Per net ton, for sales of ½ ton or more		Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton
	To dealers for resale	To consumers	
Broken, egg, stove, nut	$12.10	$12.85	$0.75
Pea	10.55	11.55	.65
Buckwheat	9.15	9.65	.55
Rice	8.35	8.85	----------
Barley	7.20	7.70	----------
Screenings	2.50	2.50	----------

3. Paragraph (e) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more but less than ½ ton
Broken, egg, stove, nut	$13.60	$7.15	$0.85
Pea	12.05	6.40	.75
Buckwheat	9.90	5.30	.65
Rice	9.05	4.90	----------
Barley	7.90	4.30	----------
Screenings	3.90	1.95	----------

4. Paragraph (e) (2) is amended to read as follows:

(2) *"Yard sales".* For sales of anthracite of the sizes and in the quantities specified to dealers and to consumers.

Size	Per net ton, for sales of ½ ton or more		Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton
	To dealers for resale	To consumers	
Broken, egg, stove, nut	$12.10	$12.60	$0.75
Pea	10.55	11.05	.65
Buckwheat	8.40	8.90	.55
Rice	7.55	8.05	----------
Barley	6.40	6.90	----------
Screenings	2.50	2.50	----------

5. Paragraph (f) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton
Broken, egg, stove, nut	$13.10	$7.05	$0.85
Pea	11.80	6.40	.75
Buckwheat	9.65	5.35	.65
Rice	8.60	4.80	----------
Barley	7.45	4.25	----------
Screenings	3.90	1.95	----------

6. Paragraph (f) (2) is amended to read as follows:

(2) *"Yard sales."* For sales of anthracite of the sizes and in the quantities specified: to dealers and to consumers.

Size	Per net ton, for sales of ½ ton or more		Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton
	To dealers for resale	To consumers	
Broken, egg, stove, nut	$10.95	$12.10	$0.75
Pea	9.80	10.80	.65
Buckwheat	7.85	8.65	.55
Rice	6.90	7.60	----------
Barley	5.85	6.45	----------
Screenings	2.50	2.50	----------

7. Paragraph (r) (5) is amended to read as follows.

(5) The sizes of Pennsylvania anthracite described as broken, egg, stove, nut, pea, buckwheat rice, barley and screenings, shall refer to the same sizes of the same fuel as were sold and delivered in the State of New Jersey—Coal Area V with such designation during December 1941. Under no circumstances, however, shall the anthracite contain an ash content in excess of the limits specified by Amendment No. 1 to Solid Fuels Administration for War Regulation No. 9.

This Amendment No. 1 to Order No. G–20 shall become effective June 11, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 6th day of June 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–9797; Filed, July 3, 1944; 2:12 p. m.]

[Region II Order G–22 Under RMPR 122, Amdt. 1]

PENNSYLVANIA ANTHRACITE IN DESIGNATED AREAS IN PENNSYLVANIA

Amendment No. 1 to Order No. G–22 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Pennsylvania anthracite delivered by dealers in Lancaster, Lebanon, Berks, Lehigh and Northampton Counties, Commonwealth of Pennsylvania—Coal Area V.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122, Order No. G–22 is amended in the following respects:

1. Paragraph (d) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ¼ ton
Broken, egg, stove, nut	$12.65	$6.60	$3.40	$0.80
Pea	10.95	5.75	3.00	.70
Buckwheat	9.30	4.90	2.60	.60
Rice	8.25	4.40	2.30	.55
Barley	6.95	3.75	2.00	----------
Screenings	3.50	1.75	----------	----------

2. Paragraph (d) (2) is amended to read as follows:

(2) *"Yard sales".* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ¼ ton
Broken, egg, stove, nut	$11.65	$6.10	$3.15	$0.70
Pea	9.95	5.25	2.75	.60
Buckwheat	8.30	4.40	2.35	.50
Rice	7.25	3.90	2.05	.45
Barley	5.95	3.25	1.75	----------
Screenings	2.50	1.25	----------	----------

3. Paragraph (c) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ¼ ton
Broken, egg, stove, nut	$12.40	$6.45	$3.35	$0.80
Pea	10.70	5.60	2.95	.70
Buckwheat	9.10	4.80	2.55	.60
Rice	7.90	4.20	2.25	.55
Barley	6.60	3.55	1.90	----------
Screenings	3.50	1.75	----------	----------

4. Paragraph (e) (2) is amended to read as follows:

(2) *"Yard sales".* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ¼ ton
Broken, egg, stove, nut	$11.40	$5.95	$3.10	$0.70
Pea	9.70	5.10	2.70	.60
Buckwheat	8.10	4.30	2.30	.50
Rice	6.90	3.70	2.00	.45
Barley	5.60	3.05	1.65	----------
Screenings	2.50	1.25	----------	----------

5. Paragraph (f) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ¼ ton
Broken, egg, stove, nut	$12.40	$6.45	$3.35	$0.80
Pea	10.70	5.60	2.95	.70
Buckwheat	9.05	4.80	2.50	.60
Rice	8.00	4.25	2.25	.55
Barley	6.75	3.65	1.95	----------
Screenings	3.50	1.75	----------	----------

6. Paragraph (f) (2) is amended to read as follows:

(2) *"Yard sales".* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ¼ ton
Broken, egg, stove, nut	$11.40	$5.95	$3.10	$0.70
Pea	9.70	5.10	2.70	.60
Buckwheat	8.05	4.30	2.30	.50
Rice	6.90	3.70	2.00	.45
Barley	5.75	3.15	1.70	----------
Screenings	2.50	1.25	----------	----------

7. Paragraph (g) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ¼ ton
Broken, egg, stove, nut	$12.40	$6.45	$3.35	$0.80
Pea	10.70	5.60	2.95	.70
Buckwheat	9.05	4.80	2.50	.60
Rice	7.95	4.25	2.25	.55
Barley	6.70	3.60	1.95	----------
Screenings	3.50	1.75	----------	----------

8. Paragraph (g) (2) is amended to read as follows:

(2) *"Yard sales".* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ¼ ton
Broken, egg, stove, nut	$11.40	$5.95	$3.10	$0.70
Pea	9.70	5.10	2.70	.60
Buckwheat	8.05	4.30	2.25	.50
Rice	6.95	3.75	2.00	.45
Barley	5.70	3.10	1.70	----------
Screenings	2.50	1.25	----------	----------

9. Paragraph (h) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ¼ ton
Broken, egg, stove, nut	$12.55	$6.55	$3.40	$0.80
Pea	10.85	5.70	2.95	.70
Buckwheat	9.10	4.80	2.55	.60
Rice	8.00	4.25	2.25	.55
Barley	6.75	3.65	1.95	----------
Screenings	3.50	1.75	----------	----------

10. Paragraph (h) (2) is amended to read as follows:

(2) *"Yard sales".* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ¼ ton
Broken, egg, stove, nut	$11.55	$6.05	$3.15	$0.70
Pea	9.85	5.20	2.70	.60
Buckwheat	8.10	4.30	2.30	.50
Rice	7.00	3.75	2.00	.45
Barley	5.75	3.15	1.70	----------
Screenings	2.50	1.25	----------	----------

11. Paragraph (t) (5) is amended to read as follows:

(5) The sizes of "Pennsylvania anthracite" described as broken, egg, stove, nut, pea, buckwheat, rice, barley and screenings, shall refer to the same sizes of the same fuel as were sold and delivered in the Commonwealth of Pennsylvania—Coal Area V, with such designation during December 1941. Under no circumstances, however, shall the anthracite contain an ash content in excess of the limits specified by Amendment No. 1 to Solid Fuels Administration for War Regulation No. 9.

This Amendment No. 1 to Order No. G–22 shall become effective June 11, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 6th day of June 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–9798; Filed, July 3, 1944; 2:13 p. m.]

[Region II Order G–24 Under RMPR 122, Amdt. 2]

PENNSYLVANIA ANTHRACITE IN DESIGNATED AREAS IN PENNSYLVANIA

Amendment No. 2 to Order No. G–24 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Pennsylvania anthracite delivered by dealers in Lycoming, Union, Snyder and Montour Counties, and in designated parts of Northumberland, Centre and Clinton Counties, Commonwealth of Pennsylvania—Coal Area VI.

For the reasons set forth in an opinion issued herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, Order No. G–24 is amended in the following respects:

1. Paragraph (d) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. for sales of 100 lbs. or more but less than ¼ ton
Broken, egg, stove, nut	$12.15	$6.35	$3.30	$0.80
Pea	10.45	5.50	2.85	.70
Buckwheat	8.95	4.75	2.50	.60
Rice	7.90	4.20	2.25	.55
Barley	6.50	3.50	----------	----------
Screenings	3.50	1.75	----------	----------

2. Paragraph (d) (2) is amended to read as follows:

(2) *"Yard sales".* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. for sales of 100 lbs. or more but less than ¼ ton
Broken, egg, stove, nut	$11.15	$5.85	$3.05	$0.70
Pea	9.45	5.00	2.60	.60
Buckwheat	7.95	4.25	2.25	.50
Rice	6.90	3.70	2.00	.45
Barley	5.50	3.00	----------	----------
Screenings	2.50	1.25	----------	----------

3. Paragraph (p) (5) is amended to read as follows:

(5) The sizes of "Pennsylvania anthracite" described as broken, egg, stove, nut, pea, buckwheat, rice, barley and screenings shall refer to the same sizes of the same fuel as were sold and delivered in the Commonwealth of Pennsylvania—Coal Area VI, with such designation during December 1941. Under no circumstances, however, shall the anthracite contain an ash content in excess of the limits specified by Amendment No. 1 to Solid Fuels Administration for War Regulation No. 9.

This Amendment No. 2 to Order No. G–24 shall become effective June 11, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250; 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 6th day of June 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–9767; Filed, July 3, 1944; 2:13 p. m.]

[Region II Order G–25 Under RMPR 122, Amdt. 1]

PENNSYLVANIA ANTHRACITE IN ST. LAWRENCE COUNTY, N. Y.

Amendment No. 1 to Order No. G–25 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Pennsylvania anthracite delivered by dealers in St. Lawrence County, State of New York, Coal Area V.

For the reasons set forth in an opinion issued herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, Order No. G–25 is amended in the following respects:

1. Paragraph (d) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more but less than ½ ton
Broken, egg, stove, nut	$15.25	$8.15	$0.90
Pea	13.45	7.25	.80
Buckwheat	11.80	6.40	.75
Rice	10.60	5.80	.70
Barley	9.60	5.30	
Screenings	4.30	2.15	

2. Paragraph (d) (2) is amended to read as follows:

(2) *"Yard sales".* For sales of anthracite of the sizes and in the quantities specified to dealers and to consumers.

SALES TO DEALERS

Size	Per net ton for sales of ½ ton or more	Per 100 lbs. for 100 lbs. or more but less than ½ ton, subject to bagging charge below if bagged at request of purchaser
Broken, egg, stove, nut	$13.25	$0.70
Pea	11.45	.60
Buckwheat	9.90	.55
Rice	8.60	.50
Barley	7.60	
Screenings	2.30	

SALES TO CONSUMERS

Size	Per net ton for sales of ½ ton or more	Per 100 lbs. for 100 lbs. or more but less than ½ ton, subject to bagging charge below if bagged at request of purchaser	Per 100 lb. bag, bag furnished by dealer and retained by purchaser	Per 50 lb. bag, bag furnished by dealer and retained by purchaser
Broken, egg, stove, nut	$14.45	$0.80	$0.90	$0.50
Pea	12.65	.70	.80	.45
Buckwheat	11.00	.65	.70	.40
Rice	9.80	.60	----	----
Barley	8.80	----	----	----
Screenings	3.50	----	----	----

3. Paragraph (p) (5) is amended to read as follows:

(5) The sizes of "Pennsylvania anthracite" described as broken, egg, stove, nut, pea, buckwheat, rice, barley and screenings shall refer to the same sizes of the same fuel as were sold and delivered in the County of St. Lawrence in the State of New York, with such designation during December 1941. Under no circumstances, however, shall the anthracite contain an ash content in excess of the limits specified by Amendment No. 1 to Solid Fuels Administration for War Regulation No. 9.

This Amendment No. 1 to Order No. G–25 shall become effective June 11, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 6th day of June 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–9768; Filed, July 3, 1944; 2:13 p. m.]

[Region II Order G–27 under RMPR 122, Amdt. 1]

PENNSYLVANIA ANTHRACITE IN DELAWARE

Amendment No. 1 to Order No. G–27 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers.

Solid fuels delivered by dealers in the State of Delaware, Delaware Coal Area I.

For the reasons set forth in an opinion issued herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, Order No. G–27 is amended in the following respects:

1. Paragraph (d) (1) is amended by revising the "direct-delivery" prices for "Pennsylvania anthracite" as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of solid fuels of the kinds and sizes, and in the quantities specified.

Kind and size of fuel	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more but less than ½ ton
PENNSYLVANIA ANTHRACITE			
Broken, egg, stove, and nut	$13.70	$7.10	$0.80
Pea	12.15	6.35	.70
Buckwheat	10.55	5.55	.60
Rice	9.50	5.00	.55
Barley	8.50	4.50	
Screenings	3.95	2.00	

2. Paragraph (d) (2) is amended by revising the "yard sales" prices for "Pennsylvania anthracite" as follows:

(2) *"Yard sales".* For sales of anthracite of the sizes and in the quantities specified to dealers and to consumers.

Kind and size of fuel	Per net ton, for sales of ½ ton or more— To dealers for resale	Per net ton, for sales of ½ ton or more— To consumers	Per 100 lbs. for sales of 100 lbs. or more but less than ½ ton
PENNSYLVANIA ANTHRACITE			
Broken, egg, stove, and nut	$11.80	$12.70	$0.70
Pea	10.25	11.15	.60
Buckwheat	8.95	9.55	.60
Rice	7.90	8.50	.55
Barley	6.90	7.50	
Screenings	2.20	2.20	

3. Paragraph (e) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more but less than ½ ton
Broken, egg, stove, and nut	$14.00	$7.25	$0.85
Pea	12.55	6.55	.75
Buckwheat	10.35	5.45	.65
Rice	9.40	4.95	
Barley	8.40	4.45	
Screenings	3.95	2.00	

4. Paragraph (e) (2) is amended to read as follows:

(2) *"Yard sales".* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton, for sales of ½ ton or more	Per 100 lbs. for sales of 100 lbs. or more but less than ½ ton
Broken, egg, stove, and nut	$13.00	$0.75
Pea	11.55	.65
Buckwheat	9.85	.55
Rice	8.90	
Barley	7.90	
Screenings	2.20	

5. Paragraph (q) (8) is amended to read as follows:

(8) The sizes of Pennsylvania anthracite described as broken, egg, stove, nut, pea, buckwheat, rice, barley and screenings shall refer to the same sizes of the same fuel as were sold and delivered in the State of Delaware with such designation during December 1941. Under no circumstances, however, shall the anthracite contain an ash content in excess of the limits specified by Amendment No. 1 to Solid Fuels Administration for War Regulation No. 9.

This Amendment No. 1 to Order No. G–27 shall become effective June 11, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 6th day of June 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–9769; Filed, July 3, 1944; 2:14 p. m.]

[Region II Order G–29 Under RMPR 122, Amdt. 1]

PENNSYLVANIA ANTHRACITE IN DESIGNATED COUNTIES IN NEW YORK

Amendment No. 1 to Order No. G–29 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Pennsylvania anthracite delivered by dealers in Nassau and Suffolk Counties, except Fishers Island, State of New York—Coal Area III.

For the reasons set forth in an opinion issued herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, Order No. G–29 is amended in the following respects:

1. Paragraph (d) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more but less than ½ ton	Per 50 lb. paper bag
Broken, egg, stove, and nut	$14.75	$7.90	$1.00	$0.55
Pea	13.20	7.10	.90	.50
Buckwheat	10.90	5.95	.85	----
Rice	9.85	5.45	----	----
Barley	9.00	5.00	----	----
Screenings "A"[1]	7.00	3.50	----	----
Screenings "B"[1]	4.10	2.05	----	----

[1] See definition in par. (r) (5).

2. Paragraph (d) (2) is amended to read as follows:

(2) *"Yard sales".* For sales of anthracite of the sizes and in the quantities specified to dealers and to consumers.

Size	Per net ton, for sales of ½ ton or more— To dealers for resale	Per net ton, for sales of ½ ton or more— To consumers	Per 100 lbs. for sales of 100 lbs. or more but less than ½ ton	Per 50 lb. paper bag
Broken, egg, stove, and nut	$13.00	$13.75	$0.90	$0.50
Pea	11.45	12.20	.80	.45
Buckwheat	9.40	9.90	.75	----
Rice	8.85	8.85	----	----
Barley	7.35	8.00	----	----
Screenings "A"[1]	5.00	5.00	----	----
Screenings "B"[1]	2.10	2.10	----	----

[1] See definition in par. (r) (5).

3. Paragraph (e) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more but less than ½ ton	Per 50 lb. paper bag
Broken, egg, stove, and nut	$15.05	$8.05	$1.00	$0.55
Pea	13.50	7.25	.90	.50
Buckwheat	11.15	6.10	.85	----
Rice	10.10	5.55	----	----
Barley	9.00	5.00	----	----
Screenings "A"[1]	7.00	3.50	----	----
Screenings "B"[1]	4.10	2.05	----	----

[1] See definition in par. (r) (5).

4. Paragraph (e) (2) is amended to read as follows:

(2) *"Yard sales".* For sales of anthracite of the sizes and in the quantities specified to dealers and to consumers.

Size	Per net ton, for sales of ½ ton or more— To dealers for resale	Per net ton, for sales of ½ ton or more— To consumers	Per 100 lbs. for sales of 100 lbs. or more but less than ½ ton	Per 50 lb. paper bag
Broken, egg, stove, and nut	$12.80	$14.05	$0.90	$0.50
Pea	11.25	12.50	.80	.45
Buckwheat	9.40	10.15	.75	----
Rice	8.35	9.10	----	----
Barley	7.25	8.00	----	----
Screenings "A"[1]	5.00	5.00	----	----
Screenings "B"[1]	2.10	2.10	----	----

[1] See definition in paragraph (r) (5).

5. Paragraph (f) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more but less than ½ ton	Per 50 lb. paper bag
Broken, egg, stove, and nut	$15.60	$8.30	$1.00	$0.55
Pea	14.05	7.55	.90	.50
Buckwheat	11.90	6.45	.85	----
Rice	11.60	6.30	----	----
Barley	9.10	5.05	----	----
Screenings	4.10	2.05	----	----

6. Paragraph (f) (2) is amended to read as follows:

(2) *"Yard sales".* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton for sales of ½ ton or more	Per 100 lbs. for sales of 100 lbs. or more but less than ½ ton	Per 50 lb. paper bag
Broken, egg, stove, and nut	$14.60	$0.90	$0.50
Pea	13.05	.80	.45
Buckwheat	10.90	.75	----
Rice	10.60	----	----
Barley	8.10	----	----
Screenings	2.10	----	----

7. Paragraph (r) (5) is amended to read as follows:

(5) The sizes of "Pennsylvania anthracite" described as broken, egg, stove, nut, pea, buckwheat, rice, barley and screenings shall refer to the same sizes of the same fuel as were sold and delivered in the State of New York—Coal Area III with such designation during December 1941. Under no circumstances, however, shall the anthracite contain an ash content in excess of the limits specified by Amendment No. 1 to Solid Fuels Administration for War Regulation No. 9.

"Screenings A" are screenings derived from the primary or initial screening of egg, stove, nut, pea, and buckwheat sizes of anthracite, before any of these sizes have been reclaimed from screenings.

"Screenings B" are the resultant screenings after buckwheat and larger sizes of anthracite have been reclaimed from "Screenings A".

This Amendment No. 1 to Order No. G–29 shall become effective June 11, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 6th day of June 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–9770; Filed, July 3, 1944; 2:14 p. m.]

[Region II Order G–32 Under RMPR 122, Amdt. 1]

PENNSYLVANIA ANTHRACITE IN UNION AND SOMERSET COUNTY, N. J.

Amendment No. 1 to Order No. G–32 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Pennsylvania anthracite delivered by dealers in designated portions of Union County and Somerset County, State of New Jersey, Coal Area VI.

For the reasons set forth in an opinion issued herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, Order No. G–32 is amended in the following respects:

1. Paragraph (d) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per ½ ton	Per ¼ ton	Per 100 lbs. for less than ¼ ton
Broken, egg, stove, nut	$14.10	$7.55	$3.90	$0.85
Pea	12.55	6.80	3.50	.75
Buckwheat	10.25	5.65	2.95	----
Rice	9.40	5.20	2.75	----
Barley	8.40	4.70	2.50	----
Screenings	5.00	----	----	----

2. Paragraph (d) (2) is amended to read as follows:

(2) *"Yard sales."* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton, for sales of ½ ton or more	Per 100 lbs. for sales of 100 lbs. or more but less than ½ ton
Broken, egg, stove, nut	$12.60	$0.75
Pea	11.05	.65
Buckwheat	8.75	------
Rice	7.90	------
Barley	6.90	------
Screenings	4.00	------

3. Paragraph (p) (5) is amended to read as follows:

(5) The sizes of "Pennsylvania anthracite" described as broken, egg, stove, nut, pea, buckwheat, rice, barley and screenings shall refer to the same sizes of the same fuel as were sold and delivered in the State of New Jersey—Coal Area VI with such designation during December 1941. Under no circumstances, however, shall the anthracite contain an ash content in excess of the limits specified by Amendment No. 1 to Solid Fuels Administration for War Regulation No. 9.

This Amendment No. 1 to order No. G–32 shall become effective June 11, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 5th day of June 1944.

DANIEL P. WOOLLEY,
Regional Director.

[F. R. Doc. 44–9771; Filed, July 3, 1944; 2:16 p. m.]

[Region II Order G–35 Under RMPR 122, Amdt. 1]

PENNSYLVANIA ANTHRACITE IN LACKAWANNA AND LUZERNE COUNTIES, PA.

Amendment No. 1 to Order No. G–35 under Section 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, Solid fuels sold and delivered by dealers. Pennsylvania anthracite delivered by dealers in Lackawanna and Luzerne Counties, Commonwealth of Pennsylvania, Coal Area VII.

For the reasons set forth in an opinion issued herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122, Order No. G–35 is amended in the following respects:

1. Paragraph (a) is amended to read as follows:

(a) On and after June 11, 1944, dealer's maximum prices for delivered sales at retail, in Lackawanna and Luzerne Counties in the Commonwealth of Pennsylvania, of the following sizes of Pennsylvania anthracite, in the quantities specified, shall be the applicable adjusted maximum prices set forth in the following schedules:

(1) *For delivered sales in Lackawanna County (by dealers).*

Size:	Maximum prices per net ton
Broken, egg, stove, nut	$9.10
Pea	7.55
Buckwheat	5.90
Rice	5.00
Barley	4.00

(2) *For delivered sales in Luzerne County (by dealers).*

Size:	Maximum price per net ton
Broken, egg, stove, nut	$8.85
Pea	7.30
Buckwheat	5.65
Rice	4.75
Barley	3.75

2. Paragraph (e) (2) is amended to read as follows:

(2) The sizes of Pennsylvania anthracite described as broken, egg, stove, nut, pea, buckwheat, rice and barley shall refer to the same sizes of the same fuel as were sold and delivered in Lackawanna and Luzerne Counties with such designation during December 1941. Under no circumstances, however, shall the anthracite contain an ash content in excess of the limits specified by Amendment No. 1 to Solid Fuels Administration for War Regulation No. 9.

This Amendment No. 1 to Order No. G–35 shall become effective June 11, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 5th day of June 1944.

DANIEL P. WOOLLEY,
Regional Director.

[F. R. Doc. 44–9772; Filed, July 3, 1944; 2:16 p. m.]

[Region II Order G–36 Under RMPR 122, Amdt. 1]

PENNSYLVANIA ANTHRACITE IN DESIGNATED COUNTIES IN NEW JERSEY

Amendment No. 1 to Order No. G–36 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Pennsylvania anthracite delivered by dealers in Salem County, Cumberland County and Cape May County, State of New Jersey, Coal Area X.

For the reasons set forth in an opinion issued herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, Order No. G–36 is amended in the following respects:

1. Paragraph (d) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton	Per 50-lb. paper bag
Broken, egg, stove, nut	$14.10	$7.30	$0.90	$0.50
Pea	12.55	6.55	.80	.45
Buckwheat	10.45	5.50	.70	------
Rice	8.60	4.70	------	------
Barley	7.90	4.20	------	------
Screenings	3.95	2.00	------	------

2. Paragraph (d) (2) is amended to read as follows:

(2) *"Yard sales".* For sales of anthracite of the sizes and in the quantities specified to dealers and to consumers.

Size	Per net ton for sales of ½ ton or more		Per 100 lbs. for 100 lbs. or more but less than ½ ton	Per 50 lb. paper bag
	To dealers	To consumers		
Broken, egg, stove, nut	$13.10	$13.60	$0.80	$0.45
Pea	11.55	12.05	.70	.40
Buckwheat	9.45	9.95	.60	------
Rice	7.90	8.40	------	------
Barley	6.90	7.40	------	------
Screenings	2.20	2.20	------	------

3. Paragraph (e) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton	Per 50-lb. paper bag
Broken, egg, stove, nut	$13.90	$7.20	$0.90	$0.50
Pea	12.45	6.50	.80	.45
Buckwheat	10.30	5.40	.70	------
Rice	9.30	4.90	------	------
Barley	8.30	4.40	------	------
Screenings	3.95	2.00	------	------

4. Paragraph (e) (2) is amended to read as follows:

(2) *"Yard sales".* For sales of anthracite of the sizes and in the quantities specified to dealers and to consumers.

Size	Per net ton for sales of ½ ton or more		Per 100 lbs. for 100 lbs. or more, but less than ½ ton	Per 50 lb. paper bag
	To dealers	To consumers		
Broken, egg, stove, nut	$11.90	$12.90	$0.80	$0.45
Pea	10.45	11.45	.70	.40
Buckwheat	8.30	9.30	.60	------
Rice	7.30	8.30	------	------
Barley	6.30	7.30	------	------
Screenings	2.20	2.20	------	------

5. Paragraph (f) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton	Per 50 lb. paper bag
Broken, egg, stove, nut	$14.95	$7.75	$0.90	$0.50
Pea	13.00	6.75	.80	.45
Buckwheat	10.55	5.55	.70	------
Rice	9.60	5.05	------	------
Barley	8.60	4.55	------	------
Screenings	3.95	2.00	------	------

6. Paragraph (f) (2) is amended to read as follows:

(2) *"Yard sales".* For sales of anthracite of the sizes and in the quantities specified to dealers and to consumers.

Size	Per net ton for sales of ½ ton or more		Per 100 lbs. for 100 lbs. or more, but less than ½ ton	Per 50 lb. paper bag
	To dealers	To consumers		
Broken, egg, stove, nut	$12.95	$13.95	$0.80	$0.45
Pea	11.00	12.00	.70	.40
Buckwheat	8.55	9.55	.60	------
Rice	7.60	8.60	------	------
Barley	6.60	7.60	------	------
Screenings	2.20	2.20	------	------

7. Paragraph (r) (5) is amended to read as follows:

(5) The sizes of "Pennsylvania anthracite" described as broken, egg, stove, nut, pea, buckwheat, rice, barley and screenings shall refer to the same sizes of the same fuel as were sold and delivered in the State of New Jersey—Coal Area X with such designation during December 1941. Under no circumstances, however, shall the anthracite contain an ash content in excess of the limits specified by Amendment No. 1 to Solid Fuel Administration for War Regulation No. 9.

This Amendment No. 1 to Order No. G–36 shall become effective June 11, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 6th day of June 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–9773; Filed, July 3, 1944; 2:16 p. m.]

[Region II Order G–38 Under RMPR 122, Amdt. 1]

PENNSYLVANIA ANTHRACITE IN CERTAIN AREAS OF BROOME COUNTY, N. Y.

Amendment No. 1 to Order No. G–38 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Pennsylvania anthracite delivered by dealers in all of Broome County except the towns of Barker, Lisle, Nanticote and Triangle, State of New York—Coal Area VII.

For the reasons set forth in an opinion issued herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, Order No. G–38 is amended in the following respects:

1. Paragraph (d) (1) is amended to read as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per net ¾ ton	Per 100 lbs. for sales of 100 lbs. or more but less than ¾ ton	Per 50 lb. paper bag
Broken, egg, stove, nut	$12.75	$6.60	$3.55	$0.85	$0.45
Pea	11.35	5.90	3.20	.75	.40
Buckwheat	9.20	4.80	2.65	.65	------
Rice	8.20	4.30	2.40	.60	------
Barley	7.20	3.80	2.15	------	------
Screenings	3.50	1.75	------	------	------

2. Paragraph (d) (2) is amended to read as follows:

(2) *"Yard sales."* For sales of anthracite of the sizes and in the quantities specified to dealers and to consumers.

Size	Per net ton for sales of ¾ ton or more		Per 100 lbs. for 100 lbs. or more, but less than ¾ ton	Per 50 pound paper bag
	To dealers	To consumers		
Broken, egg, stove, nut	$11.25	$12.15	$0.75	$0.40
Pea	9.85	10.75	.65	.35
Buckwheat	7.75	8.65	.55	------
Rice	6.70	7.60	.50	------
Barley	5.70	6.60	------	------
Screenings	2.50	2.50	------	------

3. Paragraph (p) (5) is amended to read as follows:

(5) The sizes of "Pennsylvania anthracite" described herein as broken, egg, stove, nut, pea, buckwheat, rice, barley and screenings shall refer to the same sizes of the same fuel as were sold and delivered in the State of New York—Coal Area VII with such designations during December 1941. Under no circumstances, however, shall the anthracite contain an ash content in excess of the limits specified by Amendment 1 to Solid Fuel Administration for War Regulation No. 9.

This Amendment No. 1 to Order G–38 shall become effective June 11, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 6th day of June 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–9774; Filed, July 3, 1944; 2:16 p. m.]

[Region II Order G–41 Under RMPR 122, Amdt. 1]

SOLID FUELS IN DESIGNATED AREAS IN MARYLAND

Amendment No. 1 to Order No. G–41 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers.

Solid fuels delivered by dealers in Howard, Carroll, Harford, and Cecil Counties, and in designated portions of Baltimore and Anne Arundel Counties, State of Maryland—Coal Area II.

For the reasons set forth in an opinion issued herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, Order No. G–41 is amended in the following respects:

1. Paragraph (d) (1) is amended by revising the "direct-delivery" prices for Pennsylvania anthracite as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of coal of the kinds and sizes, and in the quantities specified.

Kind and size of coal	Per net ton	Per net ½ ton	Per 100 pounds for sales of 100 pounds or more but less than ½ ton
Pennsylvania anthracite			
Broken, egg, stove, nut	$14.35	$7.45	$0.85
Pea	12.55	6.55	.75
Buckwheat	11.15	5.85	.70
Rice	10.10	5.30	------
Barley	9.10	4.80	------
Screenings	4.00	2.00	------

2. Paragraph (d) (2) is amended by revising the "yard sales" prices for Pennsylvania anthracite as follows:

(2) *"Yard sales."* For sales of coal of the kinds and sizes, and in the quantities specified.

Kind and size of coal	Per net ton for sales of ½ ton or more	Per 100 lbs. for sales of 100 lbs. or more but less than ½ ton
Pennsylvania anthracite		
Broken, egg, stove, nut	$13.35	$0.75
Pea	11.55	.65
Buckwheat	10.15	.60
Rice	9.10	------
Barley	8.10	------
Screenings	3.00	------

3. Paragraph (e) (1) is amended by revising the "direct-delivery" prices for Pennsylvania anthracite as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of coal of the kinds and sizes, and in the quantities specified.

Kind and size of coal	Per net ton	Per net ½ ton	Per 100 pounds for sales of 100 pounds or more but less than ½ ton
Pennsylvania anthracite			
Broken, egg, stove, nut	$13.80	$7.15	$0.85
Pea	12.15	6.35	.75
Buckwheat	10.55	5.55	.65
Rice	9.50	5.00	------
Barley	8.25	4.40	------
Screenings	4.00	2.00	------

4. Paragraph (e) (2) is amended by revising the "yard sales" prices for Pennsylvania anthracite as follows:

(2) *"Yard sales"*. For sales of coal of the kinds and sizes, and in the quantities specified.

Kind and size of coal	Per net ton for sales of ½ ton or more	Per 100 pounds for sales of 100 pounds or more but less than ½ ton
Pennsylvania anthracite		
Broken, egg, stove, nut	$12.80	$0.75
Pea	11.15	.65
Buckwheat	9.55	.55
Rice	8.50	
Barley	7.25	
Screenings	3.00	

5. Paragraph (f) (1) is amended by revising the "direct-delivery" prices for Pennsylvania anthracite as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of coal of the kinds and sizes, and in the quantities specified.

Kind and size of coal	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more but less than ½ ton
Pennsylvania anthracite			
Broken, egg, stove, nut	$13.30	$6.90	$0.80
Pea	11.65	6.10	.70
Buckwheat	10.00	5.25	.65
Rice	8.95	4.75	
Barley	7.70	4.10	
Screenings	3.50	1.75	

6. Paragraph (f) (2) is amended by revising the "yard sales" prices for Pennsylvania anthracite as follows:

(2) *"Yard sales"*. For sales of coal of the kinds and sizes, and in the quantities specified.

Kind and size of coal	Per net ton for sales of ½ ton or more	Per 100 lbs. for sales of 100 lbs. or more but less than ½ ton
Pennsylvania anthracite		
Broken, egg, stove, nut	$12.30	$0.70
Pea	10.65	.60
Buckwheat	9.00	.55
Rice	7.95	
Barley	6.70	
Screenings	2.50	

7. Paragraph (g) (1) is amended by revising the "direct-delivery" prices for Pennsylvania anthracite as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of coal of the kinds and sizes, and in the quantities specified.

Kind and size of coa	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more but less than ½ ton
Pennsylvania anthracite			
Broken, egg, stove, nut	$13.70	$7.10	$0.80
Pea	11.85	6.20	.75
Buckwheat	10.40	5.45	.65
Rice	9.55	5.05	
Barley	8.30	4.40	
Screenings	3.50	1.75	

8. Paragraph (g) (2) is amended by revising the "yard sales" prices for Pennsylvania anthracite as follows:

(2) *"Yard sales"*. For sales of coal of the kinds and sizes, and in the quantities specified.

Kind and size of coal	Per net ton for sales of ½ ton or more	Per 100 lbs. for sales of 100 lbs. or more but less than ½ ton
Pennsylvania anthracite		
Broken, egg, stove, nut	$12.70	$0.70
Pea	10.85	.65
Buckwheat	9.40	.55
Rice	8.55	
Barley	7.30	
Screenings	2.50	

9. Paragraph (h) (1) is amended by revising the "direct-delivery" prices for Pennsylvania anthracite as follows:

(1) *Sales on a "direct-delivery" basis.* For sales of coal of the kinds and sizes, and in the quantities specified.

Kind and size of coal	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more but less than ½ ton
Pennsylvania anthracite			
Broken, egg, stove, nut	$13.65	$7.10	$0.80
Pea	11.90	6.20	.75
Buckwheat	10.00	5.25	.65
Rice	8.90	4.70	
Barley	7.65	4.10	
Screenings	3.50	1.75	

10. Paragraph (h) (2) is amended by revising the "yard sales" prices for Pennsylvania anthracite as follows:

(2) *"Yard sales"*. For sales of coal of kinds and sizes, and in the quantities specified.

Kind and size of coal	Per net ton for sales of ½ ton or more	Per 100 lbs. for sales of 100 lbs. or more but less than ½ ton
Pennsylvania anthracite		
Broken, egg, stove, nut	$12.65	$0.70
Pea	10.90	.65
Buckwheat	9.00	.55
Rice	7.90	
Barley	6.65	
Screenings	2.50	

11. Paragraph (t) (8) is amended to read as follows:

(8) The sizes of Pennsylvania anthracite described as broken, egg, stove, nut, pea, buckwheat, rice, barley and screenings shall refer to the same sizes of the same fuel as were sold and delivered in the State of Maryland—Coal Area II with such designation during December 1941. Under no circumstances, however, shall the anthracite contain an ash content in excess of the limits specified by Amendment No. 1 to Solid Fuel Administration for War Regulation No. 9.

This Amendment No. 1 to Order No. G-41 shall become effective June 11, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 6th day of June, 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44-9775; Filed, July 3, 1944; 2:17 p. m.]

[Region II Order 50 under RMPR 122, Amdt. 3]

PENNSYLVANIA ANTHRACITE IN CERTAIN AREAS IN PENNSYLVANIA

Amendment No. 3 to Order No. 50 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Pennsylvania anthracite delivered by dealers in the cities of York, Harrisburg and designated townships and boroughs in York, Dauphin, Cumberland and Perry Counties, Commonwealth of Pennsylvania—Coal Area 111.

For the reasons set forth in an opinion issued herewith, and in accordance with §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, and under the authority vested in the Regional Administrator by paragraph (1) as amended, of Order No. 50 under Revised Maximum Price Regulation No. 122, Order No. 50 is amended in the following respects:

1. The table of "direct-delivery" prices contained in paragraph (d) is amended to read as follows:

DIRECT DELIVERYY SALES

Size	Per net ton	Per net ½ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton
Egg, stove, nut	$12.85	$6.70	$0.75
Pea	11.15	5.85	.65
Buckwheat	9.40	4.95	.55
Rice	8.35	4.45	.50
Barley	6.95	5.75	
Screenings	3.50	1.75	

2. The table of "yard sales" prices contained in paragraph (d) is amended to read as follows:

YARD SALES

Size	Per net ton	Per net ½ ton	For 100 lbs. (for sales of 100 lbs. or more, but less than ½ ton
Egg, stove, and nut	$11.60	$6.05	$0.65
Pea	9.90	5.20	.55
Buckwheat	8.15	4.35	.45
Rice	7.10	3.80	.40
Barley	5.70	3.10	
Screenings	2.50	1.25	

3. The table of "direct-delivery" prices contained in paragraph (e) is amended to read as follows:

DIRECT DELIVERYY SALES

Size	Per net ton	Per net ½ ton	Per 100 lbs. (for sales of 100 lbs. or more, but less than ½ ton)
Egg, stove, and nut	$12.40	$6.45	$0.75
Pea	11.70	5.90	.65
Buckwheat	9.20	4.55	.50
Rice	8.15	4.35	
Barley	6.75	3.65	
Screenings	3.50	1.75	

4. The table of "yard sales" prices contained in paragraph (e) is amended to read as follows:

YARD SALES

Size	Per net ton	Per net ½ ton	Per 100 lbs. (for sales of 100 lbs. or more, but less than ½ ton)
Egg, stove, and nut	$11.15	$5.85	$0.65
Pea	9.45	5.00	.55
Buckwheat	7.95	4.25	.45
Rice	6.90	3.70	.40
Barley	5.50	3.00	
Screenings	2.50	1.25	

5. Paragraph (q) (5) is amended to read as follows:

(5) The sizes of Pennsylvania anthracite described as egg, stove, nut, pea, buckwheat, rice, barley and screenings shall refer to the same sizes of the same fuel as were sold in the Commonwealth of Pennsylvania—Coal Area 111, with such designation during December 1941. Under no circumstances, however, shall the anthracite contain an ash content in excess of the limits specified by Amendment No. 1 to Solid Fuels Administration for War Regulation No. 9.

This amendment No. 3 to Order No. 50 shall become effective June 11, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 5th day of June 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44-9776; Filed, July 3, 1944; 2:17 p. m.]

[Syracuse Order G-1 Under MPR 426]

FRUITS AND VEGETABLES IN SYRACUSE, WATERTOWN, AND UTICA, N. Y.

Order No. G-1 under section 8 (a) (7) of Maximum Price Regulation No. 426, as amended. Fresh fruits and vegetables for table use, sales except at retail. Amount of freight from basing points to wholesale receiving points allowed for determining maximum prices of certain fresh fruits and vegetables at Syracuse, Watertown and Utica, New York.

For the reasons stated in an opinion issued simultaneously herewith and pursuant to the authority contained in section 8 (a) (7) of Maximum Price Regulation No. 426, as amended, this order is hereby issued.

SECTION 1. *What this order does.* This order establishes the amount of freight from basing points to the wholesale receiving points which may be added to the maximum basing point prices for the purpose of determining maximum selling prices of certain fresh fruits and vegetables at Syracuse, Watertown and Utica, New York.

SEC. 2. *Where this order applies.* This order applies in the cities of Syracuse, Watertown and Utica, New York.

SEC. 3. *Determination of the amount of freight allowed in establishing maximum selling prices.* The amount of freight from the basing points to the wholesale receiving points which may be added to the maximum basing point prices for the purpose of determining maximum selling prices at the wholesale receiving points of Syracuse, Watertown and Utica, New York for the fresh fruits and vegetables set out below shall be:

Commodity	Standard container and/or minimum contents	Season	Basing point	Freight allowance
Carrots, bunch	LA crate, 72 bunches, each bunch 1 pound.	1/16–3/31	El Centro, Calif	$1.49
		4/1–5/31	do	1.60
Carrots, bunch	LA crate, 72 bunches, each bunch 1 pound.	6/1–11/30	Salinas, Calif	1.69
		12/1–1/15	do	1.59
Cucumbers, except hothouse	Bushel, 48 pounds	1/1–5/31	Wachula, Fla	1.05
	Bushels, 48 pounds	6/1–6/30	Ponchatoula, La	1.10
	Lug Box, 28 pounds	1/1–5/31	Wachula, Fla	.73
	Lug Box	6/1–6/30	Ponchatoula, La	.75
Cucumbers, hothouse	Per pound	All year	Davenport, Iowa	3.2¢
Eggplant	1½ bushel crate, 45 pounds	All year	Ft. Myers, Fla	.83
	Bushel, 30 pounds	All year	do	1.07
Grapefruit, pink, California and Arizona.	1⅗ bushel	11/16–4/30	Los Angeles, Calif	1.21
		5/1–10/31	do	1.28
Grapefruit, pink, all other States.	1⅗ bushel	All year	Weslaco, Tex	1.15
Grapefruit, white, California and Arizona.	1⅗ bushel	11/16–4/30	Los Angeles, Calif	1.21
		5/1–10/31	do	1.28
Grapefruit, white, all other States including Indian River.	1⅗ bushel	All year	Homestead, Fla	1.02
Lemons, all States	1⅗ bushel	11/1–4/30	Los Angeles, Calif	1.24
		5/1–10/30	do	1.38
Green peas	Bushel, 28 pounds	9/1–3/31	Calipatria, Calif	1.04
		4/1–8/31	Santa Barbara, Calif	1.12
Lettuce, iceberg	LA or Salinas crate, 60 pounds and 48 heads.	All year	Salinas, Calif	1.44
Oranges, California and Arizona.	1⅗ bushel	11/16–4/30	Los Angeles, Calif	1.33
		5/1–11/15	do	1.40
Oranges, all other, including Indian River.	1⅗ bushel	All year	Homestead, Fla	1.13
Snap beans	Bushel, 28 pounds	All year	Pompano, Fla	.81
Spinach	Bushel, 18 pounds	All year	Crystal City, Tex	.40
Sweet peppers	1½ bushel crate, 37 pounds	All year	Pompano, Fla	.94
	Bushel, 25 pounds	All year	do	.73

These amounts include all allowances, if any, for protective and other accessorial services and all taxes on transportation costs.

SEC. 4. This order shall become effective at 12:01 a. m. on June 28, 1944.

(56 Stat. 23,765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681; MPR 426, 8 F.R. 16409)

Issued this 23d day of June 1944.

STEPHEN P. TOADVINE,
District Director.

[F. R. Doc. 44-9782; Filed, July 3, 1944; 2:19 p. m.]

[Region II Rev. Order G-31 Under RMPR 122]

SOLID FUELS IN NEW YORK CITY

Revised Order No. G-31 under § 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Adjustment in maximum prices for bituminous coal and coke delivered by dealers in Manhattan, Bronx, Brooklyn and Queens, City of New York, State of New York.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, and for the period commencing with the effective date of this order and expiring midnight, April 30, 1945, *It is ordered:*

(a) Any dealer making sales of bituminous coal and coke, delivered in Manhattan, Bronx, Brooklyn and Queens in the City and State of New York, may, to the extent that he does not determine his maximum prices under the emergency pricing rules contained in Revised Order No. G-21, "Sales of Emergency Bituminous Coal", and Revised Order No. G-28, "Emergency Sales of Coke", or any subsequent revision thereof, and to the extent that he calculates his maximum prices under Revised Maximum Price Regulation No. 122, increase the maximum prices so calculated as follows:

1. For "direct-delivery" sales of bituminous coal or coke, dealers may add 30¢ per net ton.

(b) The increases authorized herein shall not apply to any sales of bituminous coal or coke for which maximum prices are determined under the emergency pricing rules contained in Revised Order No. G-21, "Sales of Emergency Bituminous Coal", or Revised Order No. G-28, "Emergency Sales of Coke", or any subsequent revisons thereof: *Provided*, That, if a maximum price is determined pursuant to a pricing rule embodied in § 1340.254 of Revised Maximum Price Regulation No. 122, specifically incorporated by reference in said Revised Order No. G-21 or Revised Order No. G-28, dealers may add the increase set forth

in paragraph (a) hereof to such maximum prices.

(c) Dealers making sales subject to this order shall not change their customary allowances, discounts, or other price differentials unless such change results in prices lower than the prices permitted by this order (after applying the customary allowances, discounts, or other price differentials).

(d) *Reports.* Every dealer making sales subject to this order shall, within ten days after he determines or redetermines his maximum prices hereunder, report to the New York District Office of the Office of Price Administration the maximum prices so determined.

(e) *Definitions.* When used in this Revised Order No. G-31 the term:

1. "Direct-delivery" means the customary method of delivery whether to the buyer's bin or storage space, or to the point nearest and most accessible to the buyer's bin or storage space and at which the coal can be discharged directly from the seller's truck.

2. Unless the context otherwise requires, the definitions set forth in §§ 1340.255 and 1340.266 of Revised Maximum Price Regulation No. 122 shall apply to all other terms used herein.

(f) *Effect of Order on Order No. G-31 as originally issued and amended.* Order No. G-31 as issued on February 10, 1944, and as thereafter amended, is hereby revoked in full as of the effective date of this revised order.

(g) This order, which may be revoked, amended, or corrected at any time shall, unless earlier revoked or replaced, expire on midnight, April 30, 1945.

NOTE: The record-keeping and reporting requirements of this Revised Order No. G-31 have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

This Revised Order No. G-31 shall become effective May 1, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 29th day of April 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44-9783; Filed, July 3, 1944; 2:20 p. m.]

[Region VIII Order G-95 Under 18 (c), Revocation]

PACIFIC PAPERBOARD CORP.

Order revoking Order No. G-95 under § 1499.18 (c), as amended, of the General Maximum Price Regulation. Adjusted maximum prices for sales by wholesale grocers of paperboard 3" x 4" egg cartons manufactured by the Pacific Paperboard Corporation.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.18 (c), as amended, of the General Maximum Price Regulation, *It is hereby ordered*, That said Order No. G-95 be and the same is hereby revoked.

This revocation shall become effective five days after date of issuance.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 23d day of June 1944.

CHAS. R. BAIRD,
Acting Regional Administrator.

[F. R. Doc. 44-9777; Filed, July 3, 1944; 2:17 p. m.]

[Peoria Order G-3 Under MPR 426.285]

FRUITS AND VEGETABLES IN BLOOMINGTON AND NORMAL, ILL.

Order No. G-3 under § 1439.3-15, Appendix H (f) Appendix I (g) of Maximum Price Regulation No. 426 and § 1351.1254a (a) of Maximum Price Regulation No. 285. Delivery differentials for wholesalers of certain fresh fruits and vegetables in Bloomington and Normal, Illinois.

For the reasons set forth in the accompanying opinion issued simultaneously herewith and under the authority vested in the District Director of the Peoria District Office of the Office of Price Administration by § 1439.3-15, Appendix H (f), Appendix I (g) of Maximum Price Regulation 426 and § 1351.-1254a (a) of Maximum Price Regulation 285, Order No. G-3 is hereby issued.

(a) *What this order does.* This order determines the limits of the free delivery zone at the wholesale receiving point of the Cities of Bloomington and Normal, Illinois. It also establishes differentials for non-delivered sales in the free delivery zone and for delivery sales beyond the free delivery zone. The order applies to such fresh fruit and vegetable items as are now or may hereafter be subject to the pricing provisions of MPR 285 and Appendices H and I of Maximum Price Regulation 426. The only sellers who are subject to this order are those wholesalers who price under Maximum Price Regulation 285 and secondary jobbers and service wholesalers, as those terms are used in Appendices H and I of Maximum Price Regulation 426.

(b) *Establishment of delivery zones.* (1) The free delivery zone established by this order shall be the area comprising the Cities of Bloomington and Normal, located in the County of McLean and State of Illinois.

(2) The zone in which charges may be made for delivery is the area outside the free delivery zone.

(c) *Differentials for non-delivered and delivered sales of items listed in appendices H and I of Maximum Price Regulation 426*—(1) *Non-delivered sales.* For sales on a non-delivered basis there shall be deducted from the price for delivered sales in the free delivery zone 5¢ per container for standard shipping containers weighing under 50 lbs. gross weight and 10¢ per container for standard shipping containers weighing 50 lbs. or over gross weight.

(2) *Delivered sales in the free delivery zone.* For deliveries in the free delivery zone the maximum delivered price computed under Maximum Price Regulation 426, for the type of sale being made without any deduction from or addition thereto.

(3) *Delivered sales beyond the free delivery zone.* For deliveries beyond the free delivery zone the seller may add to the maximum price for delivered sales in the free delivery zone the sum of 20¢ per cwt. The cwt. charge on commodities covered by Appendix H and Appendix I shall be figured on the basis of gross weight.

(d) *Differentials for non-delivered and delivered sales of items under Maximum Price Regulation 285*—(1) *Non-delivered sales and delivered sales in the free delivery zone.* For non-delivered sales and for delivered sales in the free delivery zone the maximum price shall be the maximum delivered price computed under Maximum Price Regulation 285 for the type of sale being made. Discounts and price differentials including any differentials or discount for f. o. b. non-delivered sales must be maintained.

(2) *Delivered sales beyond the free delivery zone.* For delivered sales beyond the free delivery zone, the wholesaler may add 30¢ per cwt. The cwt. charge on bananas shall be figured on a net weight basis.

(e) *Definitions.* "Delivery" means delivery to the physical premises of a retail store, hotel, restaurant or institution.

Unless the context otherwise requires, the terms used therein shall have the same meaning as given them in Maximum Price Regulation 285 and Maximum Price Regulation 426.

(f) This order may be revoked, revised, amended or corrected at any time.

(g) This order shall become effective on the 26th day of June 1944.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 23d day of June 1944.

JAS. A. CARRUTHERS,
District Director.

Approved: E. O. POLLOCK,
Regional Director,
War Food Administration.

[F. R. Doc. 44-9780; Filed, July 3, 1944; 2:18 p. m.]

[Spokane Order 2B Under MPR 426]

CARROTS IN SPOKANE, WASH.

Order No. 2B under Section 8 (a) (7), of Maximum Price Regulation No. 426, as amended, Carrots.

For the reasons set forth in an opinion issued simultaneously herewith, and under authority vested in the District Director of the Spokane District Office by section 8 (a) (7) of Maximum Price Regulation No. 426, as amended, and by Order of Delegation No. 35 issued under said section by the San Francisco Regional Office, Region VIII, of the Office of Price Administration, *It is hereby ordered:*

With respect to the commodity described in line (a) of "Table X", there is set forth in said table in line (b), the basing point; in line (c), the wholesale receiving point; in line (d), the method of transportation which is hereby determined to be the cheapest method of transportation which is customary and generally available from said basing point to said wholesale receiving point; and in line (e), the freight rate per cwt. by said method (d) between points. With respect to the units of sale of said commodity set forth in the respective vertical columns of said "Table X", there is also set forth in said table in line (f), the freight charge by said method (d) from said basing point to said wholesale receiving point; in line (g), the basing point cost; in line (h), the charge, if any, allowable for protective services in connection with such transportation; and in line (i), the maximum price chargeable for said commodity in said wholesale receiving point.

TABLE X

(a) Commodity: Carrots.
(b) Basing point: Salinas, Calif.
(c) Wholesale receiving point: Spokane, Wash.
(d) Method of transportation: Carlot.
(e) Freight rate by Method (d) from basing point to wholesale receiving point: $0.91 per cwt.

	Per unit of sale—	
	Per crate of 72 bunches	Per pound, topped
(f) Freight charge by Method (d)	$0.79	
(g) Basing point cost	3.00	
(h) Protective services	.26	
(i) Maximum price in wholesale receiving point (sum of "f," "g," and "h")	4.05	$0.0426

This order shall become effective June 12, 1944, and may be revoked, amended or corrected at any time.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 12th day of June 1944.

DAVE S. COHN,
District Director.

[F. R. Doc. 44-9781; Filed, July 3, 1944; 2:18 p. m.]

[Seattle Rev. Order G-1 Under 18 (c)]

FIREWOOD IN YAKIMA COUNTY, WASH.

Revised Order No. G-1 under § 1499.18 (c) as amended of the General Maximum Price Regulation. Certain firewood sold in Yakima County, Washington.

For the reasons set forth in the opinion issued simultaneously herewith and under the authority vested in the District Director of the Seattle District Office of the Office of Price Administration by § 1499.18 (c) as amended of the General Maximum Price Regulation and Order of Delegation No. 34 under General Order No. 32, *It is hereby ordered:*

The maximum prices for sales and deliveries of specified kinds of firewood in Yakima County, Washington, by any dealer whose business is located in Yakima County, Washington, as established by §§ 1499.2 and 1499.3 of the General Maximum Price Regulation or by any previous order issued pursuant to such regulation or any supplementary regulation issued thereto are hereby adjusted so that the maximum prices therefore shall be the price set forth in paragraphs (b) and (c) of this order.

(b) The maximum prices for sales of green and/or dry mill wood, mill run, mill slab including tie mill slab, and/or mixed mill run, and/or mixed mill wood or mixed slab, fir, pine, or hemlock, in lengths and types of sale specified below by any dealer whose place of business is located within the County of Yakima, Washington, shall be:

(1) Retail sales (sales to the ultimate users except industrial or commercial users):

Source of supply	Delivery conditions	Lengths of wood	Maximum price per cord
(i) For the kinds of wood specified above produced in the area outside the counties of Yakima and Kittitas, except that produced by mills located in the communities of Buckley, Wash., and Enumclaw, Wash.	Delivered from dealer's yard to the premises of consumer in Yakima County.	16 inches or less.	$12.25
(ii) For the kinds of wood specified above produced in the area outside the counties of Yakima and Kittitas, except that produced by mills located in the communities of Buckley, Wash., and Enumclaw, Wash.	Sold either f. o. b. the dealer's yard or delivered from the rail car directly to premises of consumer in Yakima County.	...do.....	10.25
(iii) For the kinds of wood specified above produced by mills located in the county of Yakima, except that portion within the city limits of the city of Yakima, Wash.; Kittitas County, Wash.; and in the communities of Buckley, Wash., and Enumclaw, Wash.	Delivered from dealer's yard to the premises of the consumer in Yakima County.	...do.....	11.75
(iv) For the kinds of wood specified above produced by mills located in the county of Yakima, except that portion within the city limits of the city of Yakima, Wash.; Kittitas County, Wash.; and in the communities of Buckley, Wash., and Enumclaw, Wash.	Sold either f. o. b. the dealer's yard or delivered from the rail car directly to premises of consumer in Yakima County.	...do.....	9.75

(2) Sales to industrial or commercial users:

Source of supply	Delivery conditions	Length of wood	Maximum price per cord
(i) For the kinds of wood specified above produced in the area outside the counties of Yakima and Kittitas except that produced by mills located in the communities of Buckley and Enumclaw and except dry tie mill slab produced in the area outside the counties of Yakima and Kittitas.	Delivered from dealer's yard to industrial or commercial users in Yakima County.	4 feet.....	$9.25
(ii) For dry tie mill slab produced in the area outside the counties of Yakima and Kittitas.	Delivered by dealer to the premises of industrial or commercial users in Yakima County.	...do.....	10.50

(iii) For sales of carload quantities delivery shall be deemed to have been made to the premises of the industrial or commercial user if the car is switched to the nearest rail siding adjacent to the plant of the industrial or commercial user.

(c) No seller shall evade any of the provisions of this Revised Order No. G-1 by changing his customary allowances, discounts, or other price differentials, unless the change results in a lower price.

(d) As used herein, the term "cord" shall mean 128 cubic feet of stacked wood or 192 cubic feet of loose wood.

(e) *Invoices and records.* Every person making a sale of firewood for which a maximum price is set by this order shall give the purchaser or his agent at the time of the sale an invoice or other memorandum of sale which shall show:

(1) The date of sale.

(2) The name and address of the buyer and seller.

(3) The quantity of firewood sold.

(4) Description of firewood sold in the same manner as it is described in this order, i. e., dry tie mill slab in 4-foot lengths.

(5) Place of sale.

(6) The total price of the wood.

The seller shall keep an exact copy of such invoice or memorandum of sale for a period of two years following the sale. Such copy shall be made available for inspection by the Office of Price Administration.

(f) This order supersedes the provisions of Order G-1 issued December 23, 1943, and Order No. G-1 as amended by Amendment No. 1 issued April 8, 1944, and all previous orders issued either by the San Francisco Regional Office or the Seattle District Office establishing adjusted maximum prices for the types of firewood specified in this Revised Order No. G-1.

(g) This order may be revoked, amended, or corrected at any time.

The record-keeping provision of this order has been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

This order shall become effective June 14, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7851 and E.O. 9328, 8 F.R. 4681)

Issued this 16th day of June 1944.

R. E. MORGAN,
Acting District Director.

[F. R. Doc. 44-9778; Filed, July 3, 1944; 2:18 p. m.]

[Seattle Order G-8 Under 18 (c)]

FIREWOOD IN SKAGIT COUNTY, WASH.

Order No. G-8 under § 1499.18 (c) as amended of the General Maximum Price Regulation. Certain firewood produced in a defined area in Skagit County, Washington.

For the reasons set forth in the opinion issued simultaneously herewith and under the authority vested in the District Director of the Seattle District Office of the Office of Price Administration by § 1499.18 (c) as amended of the General Maximum Price Regulation and Order of Delegation No. 34 under General Order No. 32, *It is hereby ordered:*

(a) The maximum price for sales and deliveries of dry tie mill slab wood in 4-foot lengths produced in the Rockport area in Skagit County, Washington, as established by § 1499.2 and 1499.3 of the

General Maximum Price Regulation or by any previous order issued pursuant to such regulation or any supplementary regulation thereto is hereby adjusted to the maximum price provided in paragraph (b) of this order.

(b) The maximum price for all sales of this type of firewood by producers located in the Rockport area, Skagit County, Washington, to any purchaser including sales to dealers who buy for resale and industrial or commercial users, shall be $6.50 per cord (128 cubic feet solid measure) f. o. b. rail cars.

(c) *Invoices and records.* Every person making a sale of firewood for which a maximum price is set by this order shall give the purchaser or his agent at the time of the sale an invoice or other memorandum of sale which shall show:

(1) The date of sale.

(2) The name and address of the buyer and seller.

(3) The quantity of firewood sold.

(4) Description of firewood sold in the same manner as it is described in this order, i. e., dry tie mill slab in 4-foot lengths.

(5) Place of sale.

(6) The total price of the wood.

The seller shall keep an exact copy of such invoice or memorandum of sale for a period of two years following the sale. Such copy shall be made available for inspection by the Office of Price Administration.

(d) *Definitions.* (1) As used herein "the Rockport area, Skagit County, Washington," refers to the territory within the corporate limits of the town of Rockport, Washington, and the area within a radius of ten (10) miles from the corporate limits of the town of Rockport, Washington.

(e) This order may be revoked or amended by the Office of Price Administration at any time.

NOTE: The record-keeping provision of this order has been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

This order shall become effective June 14, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7851 and E.O. 9328, 8 F.R. 4681)

Issued this 16th day of June 1944.

R. E. MORGAN,
Acting District Director.

[F. R. Doc. 44-9779; Filed, July 3, 1944; 2:18 p. m.]

[Portland Order G-2 Under 18 (c)]

FIREWOOD IN GRANTS PASS AREA, OREG.

Order No. G-2 under § 1499.18 (c), as amended, of the General Maximum Price Regulation. Adjusted maximum prices for firewood in the Grants Pass Area.

For the reasons set forth in the opinion issued simultaneously herewith, and under the authority vested in the District Director of the Office of Price Administration by § 1499.18 (c), as amended, of the General Maximum Price Regulation, *It is hereby ordered:*

(a) The maximum prices as established by section 2 and 3 of the General Maximum Price Regulation or by any previous order issued pursuant to such regulation, or to any supplementary regulation thereto, for the sale and delivery of the types of firewood specified below in the Grants Pass area, are hereby adjusted so that the maximum prices therefor shall be:

Type of firewood	Maximum prices delivered to premises of buyer in Grants Pass area	
	Per tier	Per cord
12" & 16" green old growth fir & pine	$3.75	$10.00
4' green old growth fir & pine		9.00
16" Oak, Laurel and all hardwoods except Manzanita	4.25	11.50
4' Oak, Laurel and all hardwoods except Manzanita		10.00

(b) *Definitions.* (1) The "Grants Pass area" as herein used means that portion of Josephine County including and within a five mile radius of the City of Grants Pass, Oregon.

(c) No seller shall evade any of the provisions of this Order No. G-2 by changing the customary allowance, discounts, or other price differentials unless such charge results in a lower price.

(d) *Invoices and records.* Every person making a sale of firewood for which a maximum price is set by this order shall give the purchaser or his agent at the time of the sale an invoice or other memorandum of sale, which shall show:

(1) The date of sale.

(2) The name and address of the buyer and seller.

(3) The quantity of firewood sold.

(4) Description of firewood sold, in the same manner as it is described in this order. (This shall include the kind of wood, i. e., hard, soft, or mixed, and length of pieces of wood.)

(5) Place of sale. (If the price is dependent on place of delivery, then the place of delivery shall be stated.)

(6) The total price of the wood. On the invoice or memorandum, a separate statement shall be made of any discounts and of each service rendered such as delivery, carrying, and stacking, and the charge made for each such service.

The seller shall keep an exact copy of such invoice or memorandum for a period of two years and such copy shall be available for inspection by the Office of Price Administration.

(3) This order may be revoked, amended, or corrected at any time.

This order shall become effective June 22, 1944.

NOTE: The record keeping provisions of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9256, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681, and 9 F.R. 408)

Issued this 22d day of June 1944.

FREDERIC F. JANNEY,
Acting District Director,
Portland District Office.

[F. R. Doc. 44-9810; Filed, July 3, 1944; 4:32 p. m.]

[Portland Order G-32 Under 18 (c)]

FIREWOOD IN EASTERN OREGON

Order No. G-32, including Amendment 1, § 1499.18 (c) of the General Maximum Price Regulation. Adjusted maximum prices for firewood in certain areas in Eastern Oregon.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the District Director, of the Office of Price Administration by § 1499.18 (c) as amended, of the General Maximum Price Regulation: *It is hereby ordered:*

(a) The maximum prices as established by section 2 and 3 of the General Maximum Price Regulation or by any previous order issued pursuant to such regulation, or to any supplementary regulations thereto, for sales and deliveries of the types of firewood specified below in the areas specified below, are hereby modified so that the maximum prices therefor shall be:

Area	Type of firewood	Maximum price per cord delivered to premises of buyer
LaGrande	4' cordwood	$11.00
	Forest wood in 12" or 16" lengths.	12.00
Milton	4' cordwood	11.00
	Forest wood in 12" or 16" lengths.	12.00
Wallowa	4' cordwood	9.00
	Forest wood in 12" or 16" lengths.	10.00
Enterprise	4' cordwood	10.00
	Forest wood in 12" or 16" lengths.	11.00

(b) *Definitions.* (1) "LaGrande area" as herein used means the City of La Grande in Union County, State of Oregon, and that part of Union County within a radius of 5 miles from the city limits of LaGrande.

(2) "Milton area" as used herein means the City of Milton in Umatilla County, State of Oregon, and that part of Umatilla County within a radius of 5 miles from the city limits of Milton.

(3) "Wallowa area" as herein used means the City of Wallowa, in Wallowa County, State of Oregon, and that part of Wallowa County within a radius of 5 miles from the city limits of Wallowa.

(4) "Enterprise area" as herein used to include the Cities of Enterprise and Joseph and the area within a 5 mile radius of the City limits of each of these cities.

(c) No seller shall evade any of the provisions of this Order No. G-32 by changing the customary allowances, discounts or other price differentials unless such change results in a lower price.

(d) *Invoices and records.* Every person making a sale of firewood for which a maximum price is set by this order shall give the purchaser or his agent at the time of the sale an invoice or other memorandum of sale, which shall show:

(1) The date of sale.

(2) The name and address of the buyer and seller.

(3) The quantity of firewood sold.

(4) Description of firewood sold, in the same manner as it is described in this order. (This shall include the kind of wood, i. e., hard, soft or mixed, and length of pieces of wood.)

(5) Place of sale. (If the price is dependent on place of delivery, then the place of delivery shall be stated.)

(6) The total price of the wood.

On the invoice or memorandum, a separate statement shall be made of any discounts and of each service rendered such as delivery, carrying and stacking, and the charge made for each such service.

The seller shall keep an exact copy of such invoice or memorandum for a period of two years and such copy shall be made available for inspection by the Office of Price Administration.

(e) This order may be revoked, amended or corrected at any time.

NOTE: The record keeping provision in this order has been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

This order shall become effective June 24, 1944.

(Pub. Laws 421 and 729, 77th Cong., E. O. 9250, 7 F.R. 7871)

Issued this 24th day of June 1944.

FREDERIC F. JANNEY,
Acting District Director,
Portland District Office.

[F. R. Doc. 44-9811; Filed, July 3, 1944; 4:32 p. m.]

[Portland Order G-47 Under 18 (c), Amdt. 1]

FIREWOOD IN WOODBURN AND AURORA-CANBY AREAS, OREG.

Amendment 1 to Order No. G-47 Under §1499.18 (c) as amended, of the General Maximum Price Regulation. Adjusted maximum prices for firewood in the Woodburn and Aurora-Canby Areas.

For the reasons set forth in the opinion issued simultaneously herewith, and under the authority vested in the District Director of the Office of Price Administration by § 1499.18 (c) as amended, of the General Maximum Price Regulation: *It is hereby ordered:*

(a) The maximum prices as established by section 2 and 3 of the General Maximum Price Regulation or by any previous order issued pursuant to such regulation, or to any supplementary regulation thereto, for the sale and delivery of the types of firewood specified below in the Woodburn and Aurora-Canby areas, are hereby adjusted so that the maximum prices therefor shall be:

Type of firewood	Maximum prices per cord delivered to premises of buyer in the Woodburn area	Maximum prices per cord delivered to premises of buyer in Aurora-Canby area
No. 1 old growth fir in 12" or 16" lengths	$12.00	$12.50
No. 1 old growth fir in 4' lengths	10.75	11.25
No. 2 old growth or second growth fir in 12" or 16" lengths	11.00	11.50
No. 2 old growth or second growth fir in 4' lengths	9.75	10.25
Oak, maple, ash, and other hardwoods in 12" or 16" lengths	13.50	14.00
Oak, maple, ash and other hardwoods in 4' lengths	12.00	12.50

(b) *Definitions.* (1) "Woodburn area" as herein used means that portion of Marion and Clackamas Counties in the State of Oregon that lies between a line 5 miles east of and parallel to U. S. Highway No. 99E and a line 5 miles west of and parallel to U. S. Highway No. 99E from a point on the highway 5 miles north of Salem to a point 2 miles north of Hubbard. Included are the cities of Hubbard, Wooburn, Gervais, Brooks, and Chemawa.

(2) "Aurora-Canby area" as herein used means that portion of Marion and Clackamas counties in the State of Oregon that lies between a line 5 miles east of and parallel to U. S. Highway 99E and a line 5 miles west of and parallel to U. S. Highway 99E, from a point on the Highway 2 miles south of Aurora to a point on the Highway 3 miles north of Canby, including New Era.

(c) No seller shall evade any of the provisions of this Order No. G-47, as amended, by changing the customary allowances, discounts, or other price differentials unless such change results in a lower price.

(d) *Invoices and records.* Every person making a sale of firewood for which a maximum price is set by this order shall give the purchaser or his agent at the time of the sale an invoice or other memorandum of sale, which shall show:

(1) The date of sale.

(2) The name and address of the buyer and seller.

(3) The quantity of firewood sold.

(4) Description of firewood sold, in the same manner as it is described in this order. (This shall include the kind of wood, i. e., hard, soft, or mixed, and length of pieces of wood.)

(5) Place of sale. (If the price is dependent on place of delivery, then the place of delivery shall be stated.)

(6) The total price of the wood.

On the invoice or memorandum, a separate statement shall be made of any discounts and of each service rendered such as delivery, carrying and stacking, and the charge made for each such service.

The seller shall keep an exact copy of such invoice or memorandum for a period of two years and such copy shall be available for inspection by the Office of Price Administration.

NOTE: The record keeping provision of this order has been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(e) This order may be revoked, amended or corrected at any time.

This order shall become effective June 24, 1944.

Issued this 24th day of June 1944.

FREDERIC F. JANNEY,
Acting District Director,
Portland District Office.

[F. R. Doc. 44-9812; Filed, July 3, 1944; 4:32 p. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 52-19]

PORTLAND ELECTRIC POWER COMPANY

ORDER DENYING APPROVAL TO PLAN OF REORGANIZATION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 1st day of July, A. D. 1944.

Thomas W. Delzell and R. L. Clark, independent trustees of Portland Electric Power Company, a registered public-utility holding company, now in reorganization under Chapter X of the Federal Bankruptcy Act in the District Court of the United States for the District of Oregon, having filed an application for approval of a plan of reorganization pursuant to section 11 (f) of the Public Utility Holding Company Act of 1935;

Said trustees having filed amendments to their plan, and various other parties having filed separate plans herein, said filings being treated by the Commission as applications for the approval of said plans under section 11 (f) of the act;

Hearings having been held after appropriate notice, and the Commission being duly advised and having this day issued its findings and opinion herein;

It is ordered, On the basis of said findings and opinion and pursuant to section 11 (f) of the act, that the said applications for approval of plans of reorganization be, and each of them hereby is, denied.

It is further ordered, That any amendments to said plans or any further plans by any duly qualified person or group, meeting the suggestions outlined in the Commission's findings and opinion issued herewith, be filed herein within 60 days from the date of this order (or within such longer period as may hereafter be allowed by the Commission for good cause shown); in default whereof the Commission will give consideration to its power and duty to proceed under the provisions of section 11 (f) of the act to formulate its own reorganization plan for submission to the reorganization Court.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 44-9848; Filed, July 4, 1944; 2:48 p. m.]

[File No. 70-839]

ASSOCIATED GENERAL UTILITIES CO.

ORDER DENYING APPLICATION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 3d day of July, A. D. 1944.

Associated General Utilities Company, a subsidiary of a registered holding company, having filed a declaration under section 12 (c) of the Public Utility Holding Company Act of 1935 and Rule U-42 promulgated thereunder regarding the acquisition and retirement of its own income bonds and debentures outstanding in the hands of the public by invitation for tenders and by open market purchases;

Hearings having been held after appropriate notice, and the Commission being duly advised and having this day issued its findings an dopinion herein;

On the basis of said findings and opinion, and pursuant to section 12 (c)

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of said act, *It is hereby ordered*, That effectiveness of said declaration be and it hereby is denied.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-9849; Filed, July 4, 1944; 2:48 p. m.]

UNITED STATES COAST GUARD.

MARINE INSPECTION OFFICE

ESTABLISHMENT AT HOUSTON, TEX.

By virtue of the authority vested in me by Executive Order 9083, dated February 28, 1942 (7 F.R. 1609), *It is ordered*, That the following changes be and they are hereby made in the field organization of the United States Coast Guard:

1. A marine inspection office is established at Houston, Texas.

2. This order shall become effective at the commencement of business on May 15, 1944.

Dated: May 15, 1944.

R. R. WAESCHE, *Vice Admiral, U. S. C. G., Commandant.*

[F. R. Doc. 44-9855; Filed, July 5, 1944; 9:32 a. m.]

WAR FOOD ADMINISTRATION.

PHILADELPHIA, PA., MILK MARKETING AREA

EXTENSION OF TIME FOR FILING EXCEPTIONS TO DIRECTOR'S REPORT

Pursuant to § 900.12 (c) of the rules of practice and procedure (7 CFR Cum. Supp., 900.1 to 900.17; 7 F.R. 3350; 8 F.R. 2813), Office of Distribution, War Food Administration, notice is hereby given that the time for filing exceptions to the report of the Director of Distribution with respect to a marketing agreement and to an amended order regulating the handling of milk in the Philadelphia, Pennsylvania, marketing area is extended to and including the 12th day of July 1944.

C. W. KITCHEN, *Acting Director of Distribution.*

[F. R. Doc. 44-9865; Filed, July 5, 1944; 11:16 a. m.]

WAR MANPOWER COMMISSION.

FINDLAY-FOSTORIA-TIFFIN, OHIO, AREA

MINIMUM WARTIME WORKWEEK

Designation of the Findlay-Fostoria-Tiffin, Ohio, Area as subject to Executive Order No. 9301.

By virtue of the authority vested in me as Regional Manpower Director of Region No. V by § 903.2 of War Manpower Commission Regulation No. 3, "Minimum Wartime Workweek of 48 Hours," (8 F.R. 7225), and having found that such action will aid in alleviating labor shortages which are impeding the war effort, I hereby designate the Findlay-Fostoria-Tiffin, Ohio, Area as subject to the provisions of Executive Order No. 9301.

I. For the purposes of this designation, the Findlay-Fostoria-Tiffin Area shall include:

Hancock County.
Seneca County.
Wood County (8 townships only—Liberty, Portage, Montgomery, Henry, Bloom, Perry, Milton, Jackson).

II. The effective date of this designation is August 1, 1944.

III. Not later than the effective date, each employer in the Findlay-Fostoria-Tiffin Area shall, in accordance with War Manpower Commission Regulation No. 3:

(a) Extend to a minimum wartime workweek of 48 hours, the workweek of any of his workers whose workweek can be so extended without involving the release of any worker;

(b) If extension of the workweek of any of his workers to a minimum wartime workweek of 48 hours would involve the release of any workers, submit to the Area Manpower Director the number and occupational classification of the workers whose release would be involved, together with proposed schedules for their release, and thereafter extend such workweek when and as directed in schedules authorized by the War Manpower Commission;

(c) File an application for a minimum wartime workweek of less than 48 hours for those workers engaged in employment in which the employer claims that a workweek of 48 hours would be impracticable in view of the nature of the operations, would not contribute to the reduction of labor requirements, or would conflict with any Federal, State or local law or regulation limiting hours of work. Such applications must be filed before July 18, 1944.

Date of issuance: July 5, 1944.

ROBERT C. GOODWIN, *Regional Director, Region V.*

[F. R. Doc. 44-9866; Filed, July 5, 1944; 11:19 a. m.]

WAR PRODUCTION BOARD.

[Certificate 206]

CONSERVATION AND DEVELOPMENT OF PETROLEUM IN DISTRICT FIVE

APPROVAL OF P. A. W. DIRECTIVE

The ATTORNEY GENERAL.

I submit herewith Petroleum Directive 19 (*Supra*) of the Petroleum Administration for War.

For the purposes of section 12 of Public Law No. 603, 77th Congress (56 Stat. 357), I approve the Directive; and after consultation with you, I hereby find and so certify to you that the doing of any act or thing, or the omission to do any act or thing, by any person in compliance with Petroleum Directive 19 is requisite to the prosecution of the war.

However, because paragraph (d) (4) of the directive does not call for collaborative action on the part of industry, it is not my intention to extend the statutory immunity to action taken under that paragraph.

DONALD M. NELSON, *Chairman.*

JULY 3, 1944.

[F. R. Doc. 44-9860; Filed, July 5, 1944; 10:25 a. m.]

WAR SHIPPING ADMINISTRATION.

"BEAR"

DETERMINATION OF VESSEL OWNERSHIP

Notice of determination by War Shipping Administrator pursuant to section 3 (b) of the act approved March 24, 1943 (Public Law 17—78th Congress).

Whereas on October 5, 1943, title to the vessel "Bear" (211114) (including all spare parts, appurtenances and equipment) was requisitioned pursuant to section 902 of the Merchant Marine Act, 1936, as amended; and

Whereas section 3 (b) of the act approved March 24, 1943 (Public Law 17—78th Congress), provides in part as follows:

(b) The Administrator, War Shipping Administration, may determine at any time prior to the payment in full or deposit in full with the Treasurer of the United States, or the payment or deposit of 75 per centum, or just compensation therefor, that the ownership of any vessel (the title to which has been requisitioned pursuant to section 902 of the Merchant Marine Act, 1936, as amended, or the Act of June 6, 1941 (Public Law 101, Seventy-Seventh Congress), is not required by the United States, and after such determination has been made and notice thereof has been published in the FEDERAL REGISTER, the use rather than the title to such vessel shall be deemed to have been requisitioned for all purposes as of the date of the original taking: *Provided, however*, That no such determination shall be made with respect to any vessel after the date of delivery of such vessel pursuant to title requisition except with the consent of the owner, • • •"; and

Whereas no portion of just compensation for the said vessel has been paid or deposited with the Treasurer of the United States; and

Whereas the ownership of the said vessel, spare parts, appurtenances and equipment is not required by the United States; and

Whereas the former owner of the vessel has consented to this determination and to the return of the vessel and the conversion of the requisition of title therein to a requisition of use thereof in accordance with the above-quoted provision of law;

Now therefore, I, Emory S. Land, Administrator, War Shipping Administration, acting pursuant to the above-quoted provisions of law, do hereby determine that the ownership of said vessel, spare parts, appurtenances and equipment is not required by the United States, and that, from and after the date of publication hereof in the FEDERAL REGISTER, the use rather than title thereto shall be deemed to have been requisitioned, for all purposes, as of the date of the original taking.

Date: June 30, 1944.

[SEAL] E. S. LAND, *Administrator.*

[F. R. Doc. 44-9819; Filed, July 4, 1944; 10:36 a. m.]

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FEDERAL REGISTER

VOLUME 9 NUMBER 135

Washington, Friday, July 7, 1944

Regulations

TITLE 7—AGRICULTURE

Chapter VIII—War Food Administration (Sugar Regulations)

PART 802—SUGAR DETERMINATIONS

PRICES FOR 1944 SUGAR BEET CROP

Determination of fair and reasonable prices for the 1944 crop of sugar beets, pursuant to the Sugar Act of 1937, as amended.

Pursuant to the provisions of subsection (d) of section 301 of the Sugar Act of 1937, as amended, and Executive Order No. 9322, issued March 26, 1943, as amended by Executive Order No. 9334, issued April 19, 1943, the following determination is hereby issued:

§ 802.12e *Fair and reasonable prices for the 1944 crop of sugar beets.* The requirements of subsection (d) of section 301 of the Sugar Act of 1937, as amended, shall be deemed to have been fulfilled with respect to the 1944 crop of sugar beets if the producer on the farm shall have paid rates for all sugar beets processed by him equal to those provided in the purchase agreement heretofore made with respect to such crop. (Sec. 301, 50 Stat. 909; 7 U.S.C. 1940 ed. 1131; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423)

Issued this 6th day of July 1944.

ASHLEY SELLERS, *Assistant War Food Administrator.*

[F. R. Doc. 44-9949; Filed, July 6, 1944; 11:12 a. m.]

TITLE 10—ARMY: WAR DEPARTMENT

Chapter V—Military Reservations and National Cemeteries

PART 54—ARMY EXCHANGES

POSTS, CAMPS AND STATIONS

Sections 54.1 to 54.12 inclusive are rescinded and the following substituted therefor:

The regulations contained in §§ 54.1 to 54.12 are also contained in AR 210-65, 1 June 1944 the particular paragraphs being shown in brackets at the end of sections.

See.
54.1 Purposes.
54.2 Establishment.
54.3 Legal status.
54.4 Exchange buildings and utilities.
54.5 Activities.
54.6 Army Exchange Service.
54.7 Purchases.
54.8 Sales.
54.9 Personnel.
54.10 Enlisted employees.
54.11 Civilian auditors.
54.12 Contracts.

AUTHORITY: §§ 54.1 to 54.12 inclusive, issued under R.S. 161; 5 U.S.C. 22.

§ 54.1 *Purposes.* Exchanges are established for the following purposes: (a) To supply the persons to whom sales are authorized (§ 54.8) at reasonable prices with articles of necessity and convenience not supplied by the Government except as provided in § 54.5 (b) (5).

(b) To operate or manage all revenue-producing activities at a post other than:

(1) Quartermaster activities,

(2) Army Motion Picture theaters as defined in Army Regulations.

(3) Revenue-producing activities of sundry funds and

(4) Such minor or incidental revenue-producing activities of post welfare funds as defined in Army Regulations as may be conducted by the central post, headquarters, unit, or hospital funds.

(c) To provide or make available management or procurement service for all food or feeding facilities other than organized military messes or those supplied by the quartermaster.

(d) To make available from profits, subject to such limitations as are hereinafter prescribed, funds which may be used to afford to military personnel additional facilities for comfort, recreation, and amusement, and to contribute to activities which will foster and increase the physical and spiritual welfare of military personnel. [Par. 3]

§ 54.2 *Establishment.* The establishment or operation as an independent ci-

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FEDERAL REGISTER

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NOTICE

The Cumulative Supplement to the Code of Federal Regulations, covering the period from June 2, 1938, through June 1, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at $3.00 per unit. The following are now available:

Book 1: Titles 1–3 (Presidential documents) with tables and index.
Book 2: Titles 4–9, with index.
Book 3: Titles 10–17, with index.
Book 4: Titles 18–25, with index.
Book 5, Part 1: Title 26, Parts 2–178.

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vilian enterprise of any of the activities which an exchange is authorized to operate under the provisions of § 54.5 is prohibited. [Par. 4]

§ 54.3 *Legal status.* The legal status, rights, and liabilities of Army exchanges, exchange funds, property and personnel, commanding officers, and exchange officers, and the rights as to litigation are determined by statute, the decisions of the Courts, the opinions of the Attorney General, and The Judge Advocate General of the Army. Subject to the foregoing and to these regulations, the Chief of Army Exchange Service is authorized to establish by interpretation the policy of the War Department upon the subjects noted. [Par. 8]

§ 54.4 *Exchange buildings and utilities.* Authority of the Secretary of War is required to permit the erection of temporary buildings on military reservations by private individuals or commercial concerns. This authority is not required for construction by exchanges, or when construction contracts between private individuals or commercial concerns and the exchange specify that immediately upon completion of the buildings, title thereto passes to the exchange. [Par. 9]

§ 54.5 *Activities—*(a) *Authorized activities.* An exchange may consist of or include, when approved by the commanding officer, the following activities and facilities, and no other revenue-producing agency will engage in such activities or operate such facilities if there is an exchange at the installation:

(1) Main store, including military clothing and equipment.
(2) Branches.
(3) Warehouses.
(4) Soda fountain, including service clubs.
(5) Beer bar.
(6) Meat market.
(7) Vegetable and grocery market.
(8) Gasoline filling station.
(9) Automobile garage and service station.
(10) Restaurant or cafeteria, including cafeterias in service clubs.
(11) Barber shop.
(12) Beauty shop.
(13) Laundry.
(14) Watch repair shop.
(15) Radio repair shop.
(16) Tailor shop, including dry cleaning and pressing.
(17) Shoe repair shop.
(18) Photographic studio.
(19) Vending and amusement machines.
(20) Guest houses.
(21) Procurement of food supplies for resale to other agencies on an installation.
(22) The provisions of management service in the operation of feeding facilities where requested by officers' clubs and non-commissioned officers' clubs.
(23) Recreation rooms, including billiard and pool tables, bowling alleys, and equipment for other indoor games when not provided by other services.
(24) Taxicab and bus operation, subject to the following limitations:

(i) Unless strictly confined to military personnel and/or civilians employed or resident at a War Department installation as passengers, an exchange is not authorized to operate a taxicab or bus transportation facility nor to compete in any manner with civilian enterprise in such activity.

(ii) The exchange may enter into a separate contract with any taxicab or bus company operating on the post, camp, station, or installation under a revocable license from the post commander, under which contract the exchange agrees to act as agent for such company for the sale of tickets entitling the holder to transportation.

(iii) The contract under (ii) above requires the approval of the commanding general of the service command.

(iv) For its service as such ticket agent the exchange may receive a legal commission. This will not exceed 10 percent of the sales price of such tickets, and no part of such commission will be rebated or allowed in any manner as a credit to the purchaser of such ticket.

(b) *Limitations on activities.* (1) Activities other than those enumerated in this section will not be added to the business of an exchange without obtaining approval of the Chief of Army Exchange Service.

(2) Except at stations located outside the continental limits of the United States and subject to the provisions of § 54.6 (c), articles for sale will be limited to those articles of necessity and convenience as the commanding officer of the post, camp, station, or installation or the commanding general of the service command may determine desirable in view of local conditions.

(3) In all cases where the exchange acts as a collection agency for either a civilian activity or a concessionaire, its liability will be limited to that of an agent and it will not be bound to perform any part of the customer's contract either by the payment of money or otherwise.

(4) Exchanges may sell supplies obtained from quartermaster stores at cost price plus overhead cost fixed by the Secretary of War.

(5) The sale to enlisted personnel of regulation trousers, shirts, caps, belts, ties, shoes, socks, dresses, skirts, underwear, insignia, including cloth insignia such as chevrons, shoulder, sleeve, and other patch type of insignia, is authorized.

(6) The operation of any gambling device, such as punch boards, slot machines, etc., by or in any exchange or exchange activity is prohibited.

(7) The sale of or dealing in beer, wine, or any other intoxicating liquors by any person in any exchange or upon any premises used for military purposes by the United States is prohibited. Beer with an alcoholic content of not more than 3.2 percent in weight is considered nonintoxicating. (See § 54.12 (g).)

(c) *Concessions.* (1) So far as is practicable all of the authorized activities of the exchange will be conducted by the exchange.

(2) Subject to the provisions of (3) and (4) below, and when unusual conditions warrant, concessions may be granted by the exchange officer with the consent of the commanding officer only for the conduct of activities indicated in (a) (6) to (18), inclusive, of this section.

(3) Concessions will not be granted private individuals, firms, or corporations to operate any of the activities of the type listed in (2) above without the approval of the commanding general of the service command, and if the furniture, fixtures, and equipment necessary to operate any such activity are owned by the exchange, in the absence of extenuating circumstances, such approval will not be given.

(4) A concession contract will be approved only when it embodies the express provision that the concessionaire assumes complete liability for all local taxes applicable to the property, income, and transactions of the concessionaire.

(5) Contracts with concessionaires will provide:

(i) For the payment of commissions to the exchange.

(ii) That post authorities will retain supervision over the activities and control of prices to be charged.

(iii) That the concessionaire will carry adequate insurance in accordance with policies established by the Chief of the Army Exchange Service.

(6) Contracts with concessionaires will neither state nor imply that any rental is to be charged for occupancy of space in buildings or for the use of utilities or facilities on a military reservation except as provided in Army Regulations.

(7) When concessionaires occupy real estate not under control of the exchange, a license or lease is required (see Army Regulations).

(8) A concessionaire is in no sense an agent of the exchange and will not be permitted to represent himself as such to the public by the use of the words "_____Exchange" on letter or bill heads, signs or in any maner.

(9) The limitations imposed upon sales by exchanges apply equally to exchange concessionaires.

(d) *Vending and amusement machines.* (1) Vending and amusement machines at War Department installations will be procured and operated only by the exchange except in the case of officers' clubs, aviation cadet clubs, noncommissioned officers' clubs or other voluntary associations of military or civilian personnel.

(2) Vending and amusement machines may be installed by:

(i) Outright purchase for cash, or installment contract.
(ii) Rental purchase.
(iii) Loan.
(iv) Rental. [Par. 10]

§ 54.6 *Army Exchange Service.* (a) The Army Exchange Service has jurisdiction over and provides staff supervision of the operation of all Army exchanges, and consists of such officers, enlisted men, and civilian personnel as are necessary.

(b) This service will have jurisdiction over, and will be extended to, all exchanges of the Army through appropriate personnel on the staffs of commanding generals of service commands and commanding officers of posts, camps, station, and installations, at whose directions exchanges have been established.

(c) With reference to all Army exchanges, the Army Exchange Service is charged with:

(1) Developing policies, plans, and procedures for and supervising the installation and operation of:

(i) A uniform and coordinated system of operating procedures, merchandising methods, including the determination of permitted types of merchandise, pricing policies, and procedures for the safeguarding of exchange funds and property.

(ii) Personnel policies and procedures, to include insurance plans, in-service training programs, and the training of exchange officers.

(iii) Accounting and auditing methods and procedures.

(iv) Minimum and maximum percentages of gross profits, operating expenses, and net profits.

(v) The determination of financial policy, including the regulation of dividends and similar matters pertaining thereto, subject to War Department direction.

(vi) Establishment of fees to be paid by exchanges to the Army exchange fund.

(vii) Determination of type of equipment and fixtures to be used by exchanges.

(viii) The determination of policy in connection with the procurement of food and supplies, and the management and operation of food installations as principal or as agent for the respective principals in accordance with War Department directives.

(2) Performing the following functions:

(i) Providing and prescribing the use of purchasing and fiscal services.

(ii) Obtaining price agreements from manufacturers and distributors on items purchased by exchange, and prescribing the use of such price agreements.

(iii) Establishing and controlling the administration of the Army exchange fund, including the authority to:

(*a*) Open bank accounts.

(*b*) Make grants or lend monies from such fund to authorized activities subject to War Department direction.

(c) Establish such reserves as may be necessary from time to time to assure the liquidation of obligations not only of the Army exchange fund, but also of obligations of Army exchanges.

(iv) Negotiating for and providing funds to be loaned to exchanges under such regulations as the Chief of Army Exchange Service may prescribe.

(3) Transmitting to exchange officers and personnel in an appropriate manner necessary information as to all activities within the scope of the foregoing duties and functions.

(4) Exercising an advisory and policy-making function for the War Department in all other matters within the scope of the foregoing duties and functions. [Par. 11]

§ 54.7 *Purchases—*(a) *For exchange.* (1) Except as authorized in (i) and (ii) below all purchases of merchandise or other property will be made by the exchange officer who will notify all vendors on the purchase order, or by other appropriate means, that the contract is made with the exchange and not with the United States Government.

(i) The exchange officer may delegate to a commissioned assistant or an appropriate civilian employee of the exchange the authority to make routine purchases during a period of his absence.

(ii) In large exchanges maintaining a purchasing department and stock control system, routine replacement of lines of merchandise handled in the exchange may be made by the head of the purchasing department from a list of dealers authorized by the exchange officer.

(2) The exchange officer will, in all cases, be responsible for the purchase

(Rev. RO 16, Am. 11, 12) (2 documents) ---------- 7578

by private individuals or commercial con-

the exchange may receive a legal com-

made by any subordinate as authorized in (1) (i) and (ii) above.

(3) Purchases made verbally by the exchange officer, or as provided in (1) (i) and (ii) above, will be confirmed by written purchase order immediately thereafter.

(4) Inventories will be held to a reasonable minimum.

(5) Purchases at prices in excess of those published in Army Exchange Service price agreements (§ 54.6 (c)) are not authorized except to supply immediate needs of exchanges or in emergencies due to lost or delayed shipments or other like circumstances, or when procurement, delivery, or service considerations render it to the interest of the exchange to purchase from local distributors.

(6) (i) All purchases within the continental limits of the United States by exchanges located outside the continental limits of the United States will be made through Army Exchange Service.

(ii) Commercial and financial transactions of any type within the United States by exchanges located outside the continental limits of the United States will be conducted only through Army Exchange Service in accordance with provisions prescribed by the Chief of Army Exchange Service.

(7) The purchase or sale by Army exchanges of articles of military uniform and equipment not in conformity with the provisions of §§ 79.1 to 79.64 inclusive, is forbidden.

(b) *For concessionaires.* The purchase by the exchange of material needed by concessionaires in the operation of their concessions is permitted only after all taxes involved, if any, have been advanced by the concessionaire and when such material is not to be resold.

(c) No merchandise will be held on consignment or to be paid for by exchanges when sold. The provisions of this paragraph will not be construed as prohibiting the established business practice of making an agreement, at the time of purchase, for the return to the vendor for credit of unsold seasonable merchandise at a specific time. [Par. 12]

§ 54.8 *Sales*—(a) *To whom made.* Exchanges are authorized to sell to the following-named persons, organizations and funds only:

(1) Personnel and organizations now or hereafter authorized by law and regulation to purchase subsistence stores or other quartermaster supplies as defined in paragraphs 2 and 6, AR 30-2290,[1] may purchase at exchanges. Dependent members of the families of persons so authorized may act as agents for such persons upon proper identification.

(2) Civilians as follows:

(i) Civilians who are resident at War Department installations may purchase at the exchange.

(ii) Civilians who are employed at a War Department installation but not resident thereon may purchase, for their own consumption on the post, items of food, drink, and tobacco products but no other merchandise of any kind.

(iii) The family, friends, and visitors of military personnel may purchase at service club cafeterias operated by exchanges for their own consumption while on the post items of food, drink, and tobacco products.

(3) Sales to the Government by exchanges are authorized only in cases where the same class of service cannot be conveniently or reasonably obtained elsewhere and where a direct advantage will accrue to the Government from the method resorted to. In no case will an exchange or concessionaire bidding as such be permitted to enter into public competition or to submit bids in response to advertisements calling for proposals for furnishing supplies or services. When accounts are submitted for sales of the kind described, the vouchers will contain a full statement of the grounds upon which the sale of supplies or services was based and will fully set forth all the circumstances of the transaction with a view to enabling the proper agencies of the United States Government to determine whether such purchase was in the public interest.

(b) *Resale.* (1) The resale by military or civilian personnel of merchandise purchased in an Army exchange is prohibited.

(2) The privilege of purchasing at Army exchanges may be denied completely by post commanders to any civilian who resells merchandise purchased at any Army exchange. The receipt of money or any other article of value in exchange for such merchandise will be deemed to be a resale.

(3) Nothing herein contained will be construed to prohibit military personnel from receiving actual reimbursement without profit for merchandise purchased at an exchange as a matter of economy, convenience, or necessity as agent for other members of the military forces. [Par. 13]

§ 54.9 *Personnel*—(a) *General.* (1) So far as practicable, exchanges will be operated by civilian employees, with Army officers in executive control.

(2) Great care will be exercised in the selection of personnel in order that an efficient and permanent body of civilian employees may be developed.

(b) The staff of an exchange will consist of an exchange officer, such assistant exchange officers, and civilian employees, together with such enlisted personnel as are authorized in § 54.10 [Par. 17]

§ 54.10 *Enlisted employees.* (a) The commanding officer of the post, camp, station, or installation may, subject to pertinent War Department directives authorize the use of enlisted personnel in exchanges.

(b) Enlisted personnel may be employed on a part time basis outside of military duty.

(c) Position responsibility of enlisted employees will be as prescribed for civilian personnel.

(d) The employment of enlisted men by exchange concessionaires is prohibited. [Par. 23]

§ 54.11 *Civil auditors.* Under unusual circumstances and only after approval by the commanding general of the service command, the commanding officer may authorize the employment of a qualified civilian accounting firm at stated intervals to audit the accounts of the exchange at its expense. In such cases the commanding general of the service command will retain his full responsibility for supervision. Audit reports of such firms will be reviewed for compliance with the Audit Manual. The officer designated as the auditing officer may work with the accountant, in which case he is authorized to amend the certificate required of him. [Par. 29]

§ 54.12 *Contracts.* (a) Under the provision of the regulations in this part, the exchange officer is the contracting officer for the exchange, and he is authorized to execute contracts obligating the exchange.

(b) All contracts and agreements to which exchanges are parties will contain when applicable the statement that such contracts will be terminated when an exchange is liquidated or for other reasons at the option of the exchange.

(c) Contracts on behalf of an exchange will not cover periods of more than 1 year without the approval of the commanding general of the service command.

(d) Proposed concession contracts will be submitted to the commanding general of the service command for approval, as provided in § 54.5 (c).

(e) All contracts involving future performance will be reduced to writing, signed by the contracting parties, and filed in the records of the exchange.

(f) All contracts that involve the use of Government property not under the control of the exchange will be submitted to the commanding general of the service command for approval.

(g) Contracts involving the sale of 3.2 percent beer entered into connection with the provisions of § 54.5 (b) (7) of these regulations will, without exception, be accompanied by affidavit of the manufacturer and distributor of such beer certifying that the alcoholic content of such product does not exceed that permitted by these regulations.

(h) (1) Exchange contracts are solely the obligation of the exchange. They are not Government contracts and the distinction between exchange contracts and Government contracts will be observed and clearly indicated at all times.

(2) Contracts for the erection of temporary exchange buildings will contain a statement that the proposed construction is an exchange transaction and that the exchange alone is responsible for the debt, and not the Government.

(i) When applicable, contracts for the erection of temporary buildings will contain a statement that immediately upon completion of the building, title thereto passes to the exchange. See § 54.4.

(j) Notwithstanding the provisions of (a) above, whenever an exchange outside the continental limits of the United States makes purchases within the United States as provided in § 54.7 (a) (6) the fiscal agent appointed for such exchange is, within the scope of the assigned duties under such appointment, the contracting officer for the said exchange in limitation of the functions of the commanding officer and the exchange officer as set forth in (a) above. [Par. 35]

[SEAL] J. A. ULIO,
Major General,
The Adjutant General.

[F. R. Doc. 44-9918; Filed, July 6, 1944; 9:57 a. m.]

[1] Administrative regulations of the War Department relative to sale of supplies and services.

TITLE 14—CIVIL AVIATION

Chapter I—Civil Aeronautics Board

[Regs. Serial 313]

PART 241—PERMITS FOR FOREIGN AIR CARRIERS

APPLICATION FOR FOREIGN AIR CARRIER PERMITS (GRANDFATHER CLAUSE)

Adopted by the Civil Aeronautics Board at its office in Washington, D. C. on the 1st day of July 1944.

The Civil Aeronautics Board, acting pursuant to the Civil Aeronautics Act of 1938, as amended, particularly sections 402 (d) and 205 (a) thereof, and deeming its action necessary to carry out the provisions of said act and to exercise its powers and perform its duties thereunder, hereby makes and promulgates the following regulation:

Effective July 1, 1944, § 241.1 of the Economic Regulations is hereby amended in its entirety to read as follows:

§ 241.1 *Application for foreign air carrier permits*—(a) *Formal requirements of applications.* Applications for permits to engage in foreign air transportation under the terms of section 402 of the act (hereinafter called foreign air carrier permits) shall meet the requirements set forth in § 285.3 of the Economic Regulations as to execution, number of copies, formal specifications of papers and verifications. Such verifications shall be subscribed and sworn to before a notary public or other officer authorized to administer oaths in the jurisdiction in which such application is executed. Notwithstanding the laws of the country of applicant's citizenship, an application verified before a United States consular officer will be deemed to have met the requirements of this paragraph. All pages of an application shall be consecutively numbered, and the application shall clearly describe and identify each exhibit by a separate number or symbol. All exhibits shall be deemed to constitute a part of the application to which they are attached.

(b) *Filing and service.* Applications for foreign air carrier permits shall be forwarded to the Board, through diplomatic channels, by the government of the applicant's country of citizenship, and shall be deemed to have been filed on the date such applications are actually received by the Board. Each applicant shall furnish such additional copies of its application and shall make such service thereof upon such other persons as the Board may at any time require.

(c) *Amendments to applications.* Any information which the Board may request of an applicant subsequent to receiving its application, or any information which the applicant deems appropriate to submit thereafter, shall be furnished in the form of an amendment to the original application. All amendments to applications shall be consecutively numbered and shall comply with the requirements of this regulation as to form, number of copies, verification and in all other essential respects.

(d) *Incorporation by reference.* In general it is desirable that incorporation by reference shall be avoided. However, where two or more applications are filed by a single carrier, lengthy exhibits or other documents attached to one may be incorporated in the others by reference if that procedure will substantially reduce the cost to the applicant.

(e) *General provisions governing contents.* The statements contained in an application shall be restricted to significant and relevant facts. They shall be free from argumentation or from expressions of opinion, except as such may be required by this regulation. Each application shall give full and adequate information with respect to each of the items set forth in this paragraph. The application may contain such other information and data as the applicant shall deem necessary or appropriate in order to acquaint the Board fully with the particular circumstances of its case. Among other things, every such application shall contain the following information:

(1) The full name and address of the applicant, the nature of its organization (individual, partnership, corporation, etc.), and, if other than an individual, the name of the country under the laws of which it is organized and the statutory citation of such laws, if any. The citizenship of the applicant should be shown, as well as the percentage of direct and indirect beneficial and nonbeneficial interest in applicant held by each government and aggregate of nationals of each government, other than the government of applicant's citizenship. If the applicant is governmentally owned or controlled in whole or in part, the extent of such governmental ownership or control should be shown.

(2) The name and official address of the competent air authority of applicant's country of citizenship having regulatory jurisdiction over applicant.

(3) An identification of the route or routes to be covered by the permit for which application is made, specifying the type or types of service (mail, passenger and property) to be rendered on each such route, and whether or not such services are to be rendered in scheduled operations. The identification of each route shall name every terminal and intermediate point to be served by applicant in connection with the service for which a permit is sought.

(4) A map (which may be attached as an exhibit) drawn approximately to scale, showing all terminal and intermediate points, both in the United States and in all foreign countries to be served by applicant in connection with the service for which the permit is sought, giving the approximate air mileages between all adjacent points, and principal overall distances.

(5) If the application is made pursuant to section 402 (c) of the Act, it shall state that a permit for the services applied for was issued by the Secretary of Commerce under section 6 of the Air Commerce Act of 1926, as amended, giving the date of such issuance, and that such permit was in effect on May 14, 1938.

(Sec. 402, 52 Stat. 991; 49 U.S.C., 482)

By the Civil Aeronautics Board.

[SEAL] FRED A. TOOMBS,
Secretary.

[F. R. Doc. 44-9921; Filed, July 6, 1944; 10:28 a. m.]

TITLE 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. 5039]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

TRANS-PAC SERVICES, INC., ET AL.

§ 3.6 (j 10) *Advertising falsely or misleadingly—History of product or offering:* § 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product or service:* § 3.6 (y) *Advertising falsely or misleadingly—Safety.* In connection with offer, etc., of medicinal preparation OCA Pinkovels and OCA, or any other similar medicinal preparation, disseminating, etc., any advertisements by means of the United States mails, or in commerce, or by any means, to induce, etc., directly or indirectly, purchase in commerce, etc., of respondents' preparation, which advertisements represent, directly or through inference, that said preparation, (1) constitutes a competent and effective treatment for colds; will mitigate a cold or prevent the complications of a cold or is of any value in the treatment of a cold in excess of temporarily relieving some of the symptoms thereof; (2) can be depended upon to overcome persistent pains in the head or back; (3) constitutes a new preparation; or (4) is safe or harmless in use; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) (Cease and desist order, Trans-Pac Services, Inc., et al., Docket 5039, June 7, 1944)

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 7th day of June, A. D. 1944.

In the Matter of Trans-Pac Services, Inc., a Corporation; and Dorland International, Inc., a Corporation

This proceeding having been heard by the Federal Trade Commission on the complaint of the Commission and the answers of respondents, in which answers respondents admit all the material allegations of fact set forth in said complaint and state that they waive all intervening procedure and further hearing as to said facts, and the Commission having made its findings as to the facts and conclusion that said respondents have violating the provisions of the Federal Trade Commission Act:

It is ordered, That the respondents Trans-Pac Services, Inc., a corporation, and Dorland International, Inc., a corporation, their officers, representatives, agents, and employees, directly or through any corporate or other device in connection with the offering for sale, sale, or distribution of the medicinal preparation designated OCA Pinkovels and OCA, or any other medicinal preparation composed of substantially similar ingredients or possessing substantially similar properties, whether sold under the same names or any other name or names, do forthwith cease and desist from:

(a) Disseminating, or causing to be disseminated, any advertisement by means of the United States mails, or by any means in commerce as "commerce" is defined in the Federal Trade Commission Act, which advertisement represents, directly or through inference, that said preparation

(1) Constitutes a competent and effective treatment for colds; will mitigate a cold or prevent the complications of a cold or is of any value in the treatment of a cold in excess of temporarily relieving some of the symptoms thereof.

(2) Can be depended upon to overcome persistent pains in the head or back.

(3) Constitutes a new preparation.

(4) Is safe or harmless in use.

(b) Disseminating, or causing to be disseminated, any advertisement by any means for the purpose of inducing or which is likely to induce, directly or indirectly, the purchase in commerce as "commerce" is defined in the Federal Trade Commission Act of respondents' preparation, which advertisement contains any of the representations prohibited in paragraph (a) hereof and the respective subdivisions thereof.

It is further ordered, That the respondents shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which they have complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON, *Secretary.*

[F. R. Doc. 44-9924; Filed, July 6, 1944; 10:54 a. m.]

TITLE 32—NATIONAL DEFENSE

Chapter VI—Selective Service System

[Amdt. 243, 2d Ed.]

PART 618—REGISTRATION OUTSIDE CONTINENTAL UNITED STATES, ALASKA, HAWAII, AND PUERTO RICO

Pursuant to authority contained in the Selective Training and Service Act of 1940, as amended, Selective Service Regulations, Second Edition, are hereby amended in the following respect:

Amend the heading and paragraph (a) of § 618.2 (8 F.R. 14603) to read as follows:

§ 618.2 *Duty to register at District of Columbia Local Board No. 1 (Foreign) or in the Virgin Islands.* (a) Unless he is a person excepted by section 5 (a) of the Selective Training and Service Act of 1940, as amended, or by section 208 of the Coast Guard Auxiliary and Reserve Act of 1941, as amended, every male citizen of the United States outside the continental United States, the Territory of Alaska, the Territory of Hawaii, and Puerto Rico, who has not been registered and who on December 31, 1943, shall have attained or who thereafter attains the eighteenth anniversary of the day of his birth and who on December 31, 1943, shall not have attained the forty-fifth anniversary of the day of his birth, shall, on the day or days fixed by Proclamation of the President, present himself for and submit to registration (1) before a registrar in the Virgin Islands of the United States, if he is a resident of the Virgin Islands of the United States, or (2) if he is not a resident of the Virgin Islands of the United States, before a member or clerical assistant of District of Columbia Local Board No. 1 (Foreign): *Provided*, That in lieu of presenting himself for and submitting to registration before a registrar in the Virgin Islands of the United States or a member or clerical assistant of District of Columbia Local Board No. 1 (Foreign), any such person may present himself for and submit to registration before:

(1) Any diplomatic or consular officer of the United States who is a citizen of the United States, all of whom are hereby appointed chief registrars; or

(2) Any other person who may be appointed by the Director of Selective Service as chief registrar; or

(3) Any member or clerical assistant of a local board; or

(4) Any registrar appointed as provided in § 618.3.

The foregoing amendment to the Selective Service Regulations shall be effective within the continental United States immediately upon the filing hereof with the Division of the Federal Register and shall be effective outside the continental limits of the United States on the 30th day after the date of filing hereof with the Division of the Federal Register.

LEWIS B. HERSHEY, *Director.*

JULY 5, 1944.

[F. R. Doc. 44-9897; Filed, July 5, 1944; 3:59 p. m.]

Chapter IX—War Production Board

Subchapter A—General Provisions

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 903—DELEGATIONS OF AUTHORITY

[Directive 27, Interpretation 2, as Amended July 5, 1944]

LENGTH OF VALIDITY OF RATINGS ASSIGNED ON EXPORT LICENSES

The following amended interpretation is issued with respect to Directive 27:

A rating assigned by the Foreign Economic Administration, under the authority of Directive 27, by endorsing the required legend on an export license is valid for the life of the export license in the absence of any applicable rule or restriction set forth in an order or regulation of the War Production Board governing transactions in the material covered by the rating. This means that the rating must be applied and the material covered by the rating must have been delivered to the holder of the export license before the expiration of the life of the license. Otherwise, the procedure applicable when an individually assigned rating is revoked, provided in § 944.4a of Priorities Regulation 1, will be deemed applicable. On the other hand, if the rating has been applied and the material to which it has been applied has been delivered before the expiration of the life of the export license, its subsequent expiration will not affect the right of the supplier to extend the rating in order to replenish his inventory. Such extension is, of course, subject to the provisions of paragraph (h) (1) of Priorities Regulation 3.

Revocation of an export license on which a rating has been assigned by the Foreign Economic Administration revokes the rating, and § 944.4a of Priorities Regulation 1 is consequently applicable. Extension of the life of an export license, on the other hand, extends the period for which a rating assigned on the export license is valid.

Issued this 5th day of July 1944.

C. E. WILSON, *Executive Vice Chairman.*

[F. R. Doc. 44-9914; Filed, July 5, 1944; 4:39 p. m.]

Subchapter B—Executive Vice-Chairman

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg 1 as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 1010—SUSPENSION ORDERS

[Suspension Order S-566]

LEE MILLER

Lee Miller of Plaquemine, Louisiana, is engaged in the business of installing and supplying butane equipment and dealing in general plumbing and heating supplies governed by General Limitation Order L-79. Between May 23 and December 16, 1942, in four instances without securing the required certificates of necessity and without other authorization he sold and delivered new plumbing and heating equipment restricted by, and in violation of General Limitation Order L-79. Between December 16, 1942, and September 1, 1943, in three instances without authorization he sold and delivered on unrated orders heating equipment restricted by, and in violation of General Limitation Order L-79. After September 1, and before the end of October, 1943, in four instances without securing the required rationing certificate and without other authorization he sold and delivered on unrated orders heating equipment restricted by, and in violation of General Limitation Order L-79. He was aware of the order and these acts constitute wilful violations.

These violations of General Limitation Order L-79 have diverted scarce materials to uses not authorized by the War Production Board. In view of the foregoing, it is hereby ordered, that:

§ 1010.566 *Suspension Order No. S-566.* (a) Deliveries of material to Lee Miller, his successors or assigns, shall not be accorded priority over deliveries under any other contract or order, and no preference ratings shall be assigned, applied, or extended to such deliveries by means of preference rating certificates, preference rating orders, general preference orders or any other orders or regulations of the War Production Board, unless hereafter specifically authorized in writing by the War Production Board.

(b) No allocation, including allotments, shall be made to Lee Miller, his successors or assigns, of any material or product the supply or distribution of which is governed by any order or regulation of the War Production Board, unless hereafter specifically authorized in writing by the War Production Board.

(c) Nothing contained in this order shall be deemed to relieve Lee Miller, his successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(d) This order shall take effect July 5, 1944, and shall expire on September 5, 1944.

Issued this 27th day of June 1944.

WAR PRODUCTION BOARD, By J. JOSEPH WHELAN, *Recording Secretary.*

[F. R. Doc. 44-9913; Filed, July 5, 1944; 4:39 p. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S-572]

STANDARD GAS & EQUIPMENT COMPANY, INC.

Standard Gas & Equipment Company, Inc., of Plaquemine, Louisiana, is a corporation engaged in dealing with butane equipment and plumbing and heating supplies as governed by General Limitation Order L-79. Between May 23 and December 16, 1942, in four instances without securing the required certificates of necessity and without other authorization, it sold and delivered new plumbing and heating equipment restricted by, and in violation of General Limitation Order L-79. Between December 16, and September 1, 1943, in seven instances without authorization it sold and delivered on unrated orders heating equipment restricted by, and in violation of General Limitation Order L-79. After September 1, and before the end of October, 1943, in two instances without securing the required rationing certificate and without other authorization it sold and delivered on unrated orders heating equipment restricted by, and in violation of General Limitation Order L-79. It was aware of the order and these acts constitute wilful violations.

These violations of General Limitation Order L-79 have diverted scarce materials to uses not authorized by the War Production Board. In view of the foregoing, *It is hereby ordered*, That:

§ 1010.572 *Suspension Order No. 572.* (a) Deliveries of material to Standard Gas & Equipment Company, Inc., its successors or assigns, shall not be accorded priority over deliveries under any other contract or order, and no preference ratings shall be assigned, applied or extended to such deliveries by means of preference rating certificates, preference rating orders, general preference orders or any other orders or regulations of the War Production Board, unless hereafter specifically authorized in writing by the War Production Board.

(b) No allocation, including allotments, shall be made to Standard Gas & Equipment Company, Inc., its successors or assigns, of any material or product the supply or distribution of which is governed by any order or regulation of the War Production Board, unless hereafter specifically authorized in writing by the War Production Board.

(c) Nothing contained in this order shall be deemed to relieve Standard Gas & Equipment Company, Inc., its successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(d) This order shall take effect July 5, 1944, and shall expire on September 5, 1944.

Issued this 27th day of June 1944.

WAR PRODUCTION BOARD, By J. JOSEPH WHELAN, *Recording Secretary.*

[F. R. Doc. 44-9912; Filed, July 5, 1944; 4:39 p. m.]

PART 944—REGULATIONS APPLICABLE TO THE OPERATION OF THE PRIORITIES SYSTEM

[Priorities Reg. 19, Direction 2]

DELIVERIES OF FARM CHAIN BY CHAIN MANUFACTURERS

The following direction is issued pursuant to paragraph (f) (1) of Priorities Regulation 19 in order to supply urgent requirements for farm chain:

(1) During the period from July 6, 1944 through December 31, 1944 chain manufacturers are directed to disregard preference ratings (other than AAA) to the extent necessary to fill all orders for farm chain from suppliers and dealers who serve the farm trade. Farm chain includes only the following types of chain, and preference ratings are to be disregarded only up to the stated percentage of total weight production of each type during the calendar year 1940 or 1941 whichever was greater:

Type of chain	Percentage of total weight production in 1940 or 1941 whichever was greater
Harness chain (including breast, butt, heel & trace chains	50
Wagon chains	50
Cow ties, tie outs & halter chains	50
Log chains under ½"	30
Repair & lap links (10–3, 10–2, 10–1, 5/16" x 1½", 3/8" x 2", 1½" x 2½")	75

(2) If any chain manufacturer is unable to fill all orders from such suppliers and dealers out of the stated percentages he may prorate deliveries among them on the basis of normal shipments regardless of preference ratings (other than AAA). Orders from such suppliers and dealers in excess of the stated percentages are to be filled only in accordance with priorities regulations.

(3) Suppliers and dealers who are entitled to obtain chain under this special procedure should certify on their purchase orders that they serve the farm trade. However a chain manufacturer who knows or has reason to believe that a particular supplier or dealer does serve the farm trade need not insist that a certification be furnished on the purchase order.

(4) Except as specifically otherwise provided manufacture and delivery of farm chain are subject to the provisions of Limitation Order L-302, Priorities Regulation 19, and all other applicable orders and regulations of the War Production Board as amended from time to time.

Issued this 6th day of July 1944.

WAR PRODUCTION BOARD, By J. JOSEPH WHELAN, *Recording Secretary.*

[F. R. Doc. 44-9942; Filed, July 6, 1944; 10:44 a. m.]

PART 3100—FURNACE TYPE CARBON BLACK

[Allocation Order M-244, Revocation]

Section 3100.1 *Allocation Order M-244* is hereby revoked, effective when carbon black becomes subject to allocation under General Allocation Order M-300, Appendix C, Schedule 32. This revocation does not affect any liabilities incurred under the order.

Use, delivery and acceptance of deliveries of these materials prior to August 1, 1944, will be authorized on the basis of applications filed in the form heretofore prescribed in Order M-244.

Issued this 6th day of July 1944.

WAR PRODUCTION BOARD, By J. JOSEPH WHELAN, *Recording Secretary.*

[F. R. Doc. 44-9944; Filed, July 6, 1944; 10:45 a. m.]

PART 3208—SCHEDULED PRODUCTS

[General Scheduling Order M-293, Table 4 as Amended July 6, 1944]

AUTOMOTIVE DIVISION

§ 3208.5 *Table for Automotive Division.* (a) The following amended table is issued pursuant to the provisions of General Scheduling Order M-293:

Type of M-293 product	Design-nation	Applicable forms columns 1.—Operations report	2.—Shipping schedule [1]	3.—Application and authorization	4.—Calendar months frozen [2]
1. Diesel and gas (not gasoline) engines (non-marine only):					
(a) Over 750 revolutions per minute	X	878	3809.1		3
2. Gasoline engines (except aircraft propulsion):					
(a) Air-cooled (35 horsepower or less)	X	878	3809.1		3
(b) Liquid-cooled for use in end products not built by the engine manufacturer and commonly known in the trade as "industrial engines"	X	878	3809.1		3
(c) Liquid-cooled other than those defined under item 2 (b)		878	3809.1		3
3. Internal combustion engine components except those used on aircraft propulsion engines:					
(a) Carburetors, gasoline	X	878-A3	878-A3		3
(b) Crankshafts: finished drop-forged crankshafts for internal combustion engines and finished cast crankshafts for internal combustion engines of 750 revolutions per minute and up	X	878-C1	878-C1		3
(c) Fuel injection equipment	X	878-A1	878-A1		3
(d) Magnetos	X	878-A2	878-A2		3
(e) Radiators	X	3002.78	3401		3
(f) Camshafts, finished		3002.78	3401		3
(g) Connecting rods, internal combustion engine		3002.78	3401		3
(h) Electric starting motors, engine mounted only		3002.78	3401		3
(i) Exhaust and intake valves and seats, internal combustion engine		3002.78	3401		3
(j) Friction bearings, excluding lineshaft, pillow block, vertical step, water lubricated ship stern, tube, strut, rudder shaft or railroad type		3539	3539		3
(k) Generators, internal combustion engine mounted		3002.78	3401		3
(l) Magnetic starting switches, internal combustion engine		3002.78	3401		3
(m) Mechanical governors		3002.78	3401		3
(n) Piston rings		3002.78	3401		3
(o) Voltage regulators, internal combustion engine		3002.78	3401		3

[1] Forms WPB-3401 or WPB-3003 may be used in lieu of the forms indicated. If a manufacturer reports under M-293 to more than one Industry Division, he must use Form WPB-3401 or WPB-3003.

[2] For explanation of time during which shipping schedule is frozen, see paragraph (c) of M-293.

Issued this 6th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9943; Filed, July 6, 1944; 10:45 a. m.]

PART 3293—CHEMICALS

[Allocation Order M-370, as Amended July 6, 1944]

CHROME PIGMENTS

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of chrome pigments for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3293.586 *Allocation Order M-370*—(a) *Meaning of certain terms.* (1) "Chrome pigments" means Class A and Class B pigments as defined herein.

(2) "Class A pigments" refers to C. P. chrome yellow, C. P. chrome orange, C. P. chrome green, C. P. molybdate chrome orange, and C. P. hydrated chromium oxide. The term includes substandard and extended pigments and dry and wet dispersions of these pigments calculated on a C. P. (commercially pure) color basis.

(3) "C. P. chrome yellow" and "C. P. chrome orange" mean the pigments which are reaction precipitates consisting of normal or basic lead chromates or mixtures of these with or without other insoluble compounds of lead—Color Index 1270.[1]

(4) "C. P. chrome green" means a pigment consisting of a precipitated mixture of C. P. chrome yellow—Color Index 1270[1]—and C. P. iron blue—Color Index 1288.[1]

(5) "C. P. molybdate chrome orange" means a mixed crystal containing lead chromate, lead molybdate, and lead sulfate with or without other insoluble compounds of lead.

(6) "C. P. hydrated chromium oxide" means a pigment approximately conforming to the formula $Cr_2O(OH)_4$—Color Index 1292.[1]

(7) "Class B pigments" refers to C. P. chromium oxide green and C. P. zinc chromate. The term includes substandard and extended pigments and dry and wet dispersions of these pigments calculated on a C. P. (commercially pure) color basis.

(8) "C. P. chromium oxide green" means a pigment approximately conforming to the formula Cr_2O_3—Color Index 1291.[1]

(9) "C. P. zinc chromate" means a pigment manufactured as a reaction product of soluble chrome chemicals and a suitable zinc compound-Color Index 1271.[1] The term includes the pigment known as zinc tetroxy chromate (ZTO).

(10) "Exempt order" means any purchase order for Class A pigments which:

(i) Are to be delivered to, or used on or incorporated in material or equipment to be delivered to, the United States Army, Navy, Marine Corps, Coast Guard, Maritime Commission, the War Shipping Administration, Bureau of Engraving and Printing, United States Government Printing Office, the Government of Canada, or to or for the account of any foreign country pursuant to the Act of March 11, 1941 (Lend-Lease Act); or

(ii) Are to be used in the manufacture of any product (except printing ink and crayons) to be delivered to, or used on or incorporated in material or equipment to be delivered to, the United States Army, Navy, Marine Corps, Coast Guard, Maritime Commission, the War Shipping Administration, Bureau of Engraving and Printing, United States Government Printing Office, the Government of Canada, or to or for the account of any foreign country pursuant to the Act of March 11, 1941 (Lend-Lease Act).

The term also includes purchase orders for Class A pigments for the manufacture of marine paints which in turn are to be used for maintenance, repair, and operating supplies in accordance with paragraph (d) (2) of Preference Rating Order P-65.

(11) "Quota order" means any purchase order for Class A pigments that is not an exempt order as defined above.

(12) "Printing ink" includes any fluid or viscous material or composition of materials used in printing, impressing, stamping or transferring upon paper or paper-like substances, wood, fabrics (including awnings) or metals by the recognized mechanical reproductive processes employed in printing, publishing and related service industries.

(13) "Crayons" includes any solid chalk, wax, or resin composition with pigments (including extenders) used for writing or marking by means of pressure and friction. This does not include coatings for crayons.

NOTE: Subparagraphs (14), (15), (16), (17) and (18), formerly (13), (14), (15), (16) and (17) redesignated July 6, 1944.

(14) "Pigment quota" means the amount of Class A pigments which any consumer may use or acquire in any calendar quarter for the manufacture of any product to fill quota orders. The table in Appendix D shows how to determine this quota.

(15) "Producer" means any person engaged in the production of chrome pigments.

(16) "Distributor" means any person who buys chrome pigments for the purpose of resale.

(17) "Supplier" means a producer or distributor.

(18) "Consumer" means any person who uses chrome pigments.

Restrictions on Class A Pigments: Chrome Yellow, Chrome Orange, Chrome Green, Molybdate Chrome Orange, Hydrated Chromium Oxide

(b) *Inapplicability of preference ratings.* No person shall apply, extend, or give any effect to any preference rating heretofore or hereafter assigned, applied or extended for the delivery of Class A pigments.

[1] Society of Dyers and Colourists "Colour Index", Bradford, Yorkshire, January 1924.

(c) *Exempt orders; certification required.* Any person may, without authorization of War Production Board, deliver or accept delivery of Class A pigments to fill an "exempt order" or to replace the total quantity of Class A pigments which was withdrawn from inventory to fill "exempt orders", but which had not been originally acquired to fill "exempt orders": *Provided,* That the person accepting delivery furnishes to the person making the delivery, the Exempt Order Certification set forth in Appendix C. (The standard certification described in Priorities Regulation No. 7 may not be used instead.) There are no quantity restrictions on Class A pigments which may be used to fill "exempt orders." No person engaged in the business of manufacturing printing ink or crayons may use the Exempt Order Certification for any purchase order for Class A pigments which are to be used by him for the manufacture of printing ink or crayons for sale.

(d) *Quota orders; delivery restrictions and certification.* No consumer shall accept delivery of Class A pigments in any calendar quarter, for the manufacture of any product to fill "quota orders", in excess of his "pigment quota" set forth in Appendix D for the manufacture of that product, unless War Production Board shall otherwise specifically authorize pursuant to application on Form WPB-2945. No supplier shall deliver Class A pigments to a consumer to fill "quota orders" unless the consumer furnishes the supplier with the Quota Order Certification set forth in Appendix C, or unless the supplier is specifically authorized by War Production Board on Form WPB-2946 to make the delivery. (The standard form of certification described in Priorities Regulation No. 7 may not be used instead.) This provision governs the total quantity of Class A pigments which a consumer may acquire in any calendar quarter to fill "quota orders". Paragraph (g) of this Order M-370 contains one further provision with which a consumer must comply when accepting delivery of Class A pigments to fill both "quota orders" and "exempt orders". Paragraph (g) states an inventory restriction which controls the quantity of Class A pigments which a consumer may acquire at any one time within a calendar quarter.

If for any reason a supplier is unable to ship Class A pigments to a consumer during the calendar quarter for which such pigments were ordered, he may make such shipment at any time within the first 21 days of the following calendar quarter and the consumer may accept such shipment, without authorization of the War Production Board. Shipment and acceptance of such a shipment shall be considered to be a delivery made and accepted during the calendar quarter for which it was ordered.

(e) *Quota orders. Use restrictions on Class A pigments.* No consumer shall use Class A pigments in any calendar quarter, to manufacture any product, to fill "quota orders", in excess of his "pigment quota" set forth in Appendix D for the manufacture of that product, unless War Production Board shall otherwise specifically authorize pursuant to application on Form WPB-2945.

(f) *Exceptions to restrictions of paragraphs (d) and (e).* The restrictions in paragraphs (d) and (e) shall not apply to the delivery (or acceptance of delivery) of Class A pigments:

(1) To a laboratory in quantities not exceeding five pounds per month for chemical reagent purposes, or

(2) To consumers at retail in containers not exceeding one pound of C. P. pigment content for any use.

NOTE: Paragraphs (g) through (m), formerly (f) through (l), redesignated July 6, 1944.

(g) *Consumer's inventory restrictions.* No consumer shall accept any single delivery of Class A pigments which shall result in his having an inventory of such pigments:

(1) To fill "exempt orders", in excess of that quantity of Class A pigments which he will be required to use within the next sixty days in order to meet delivery dates under such "exempt orders"; and

(2) For the manufacture of any product to fill "quota orders", in excess of 2,000 pounds or his "pigment quota" as set forth in Appendix D (whichever is the greater) for the manufacture of that product, unless he shall have been otherwise specifically authorized by War Production Board, pursuant to application made by letter addressed to Chemicals Bureau, War Production Board, Washington 25, D. C., Reference M-370, setting forth the reasons why he needs to exceed the inventory restrictions.

Restrictions on Class B Pigments: Chromium Oxide Green, Zinc Chromate

(h) *Deliveries and use of Class B pigments* No person shall deliver, accept delivery of, or use, Class B pigments except as specifically authorized by War Production Board, pursuant to applications filed on Forms WPB-2946 and WPB-2945 respectively.

(i) *Exception for small deliveries of Class B pigments.* Any consumer may withdraw from his inventory, or accept delivery from all sources, and use for any purpose but not for resale, in any calendar month, of not more than 25 pounds of chromium oxide green and not more than 50 pounds of the zinc chromate without authorization from War Production Board notwithstanding the fact that he may have already received authorization from the War Production Board to acquire in that month more than the small deliveries mentioned above. No supplier may deliver in any calendar month more than the aggregate quantity of Class B pigments authorized by War Production Board for such small deliveries.

Authorization Procedure for Chrome Pigments

(j) *How the consumer obtains authorization.* When War Production Board authorization to use or accept delivery of chrome pigments is necessary under paragraphs (d) (e) or (h) of this order, the procedure is as follows:

(1) *Use and acquisition of Class A pigments in excess of pigment quotas.* Each person desiring to use from inventory, or accept delivery for use in any calendar quarter of Class A pigments in excess of his "pigment quota" set forth in Appendix D, shall file with the Chemicals Bureau, War Production Board, Washington 25, D. C., three copies of Form WPB-2945 (formerly PD-600) on or before the 5th day of the second month of that calendar quarter. If the application is for permission to accept delivery applicant should send one copy of Form WPB-2945 to his supplier. War Production Board will return to the applicant one copy of Form WPB-2945 on which will be indicated the quantity of chrome pigments which may be used or acquired in excess of his "pigment quota". Instructions for filling out this form are set forth in Appendix A.

(2) *Use and acquisition of Class B pigments in addition to small deliveries exception.* Each person desiring to use from inventory or accept delivery of and use Class B pigments in addition to the permitted small deliveries, shall file with the War Production Board, Chemicals Bureau Washington 25, D. C., three copies of Form WPB-2945, on or before the 5th day of the month preceding the month in which delivery or use is requested. If the application is for permission to accept delivery, applicant should send one copy of Form WPB-2945 to his supplier. War Production Board will return to the applicant one copy of Form WPB-2945 on which will be indicated the quantity of chrome pigments which may be used or acquired. Instructions for filling out this form are set forth in Appendix A.

(k) *How the supplier obtains authorization.* When War Production Board authorization to deliver chrome pigments is necessary under paragraphs (d) and (h) of this order, the procedure is as follows:

(1) *Class A pigments in excess of pigment quota.* Each supplier desiring authorization to deliver Class A pigments in any calendar quarter to a customer in excess of that customer's pigment quota, for that calendar quarter, shall file three copies of Form WPB-2946 (formerly PD-601) with the Chemicals Bureau, War Production Board, Washington 25, D. C.,

on or before the 15th day of the second month of that calendar quarter. Instructions for filling out this form are set forth in Appendix B. One copy of Form WPB–2946 will be returned to the supplier on which War Production Board will indicate the quantities of chrome pigments which may be delivered.

(2) *Class B pigments.* Each supplier desiring to deliver Class B pigments shall file three copies of Form WPB–2946 with the Chemicals Bureau, War Production Board, Washington 25, D. C., on or before the 15th day of the month before the month in which delivery is requested. Instructions for filling out this form are set forth in Appendix B. One copy of Form WPB–2946 will be returned to the supplier on which War Production Board will indicate the quantities of chrome pigments which may be delivered.

General Provisions

(l) *Special directives.* War Production Board may from time to time issue special directives to any person with respect to the delivery and use of chrome pigments, notwithstanding the other provisions of this order.

(m) *Changes in "pigment quota."* War Production Board may from time to time make whatever changes it may deem necessary in the "pigment quota" for Class A pigments.

(n) *Reports where allocated material is not ordered.* If any purchaser does not place a purchase order and also give shipping instructions to the seller before the end of the allocation period for the entire quantity of chrome pigments allocated to him, he must report to the War Production Board, Washington 25, D. C., by letter, within ten days after the allocation period, stating the amount of allocated quantity of chrome pigments which he did not purchase and the reasons why he did not purchase the full amount allocated. The supplier of such customer shall also notify the War Production Board, Washington, D. C., within ten days after the allocation period of the name of such customer and the amount of the allocated quantity of chrome pigments which that customer did not purchase. For the supplier's convenience in reporting, it is suggested that he make one additional copy each month of his Form WPB–2946 and within ten days after the allocation period covered by that form, insert in Column 10, under remarks opposite the name of customer, the amount of the allocated quantity which the customer did not purchase and then send this copy to the War Production Board. This suggestion is optional; the supplier may report by letter if he prefers.

NOTE: Paragraphs (o) through (s), formerly (m) through (q), redesignated July 6, 1944.

(o) *Approval of Bureau of the Budget.* The reporting provisions of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(p) *Applicability of regulations.* Except as provided in paragraph (b) above, this order and all transactions affected thereby are subject to all applicable provisions of the regulations of the War Production Board, as amended from time to time.

(q) *Duration of specific authorizations.* If it is not practicable for a supplier to make all deliveries of chrome pigments in the allocation period for which specifically authorized, he may complete them as early as practicable in the next allocation period, but the purchaser must place his order and give shipping instructions to the seller before the end of the allocation period and may not require postponement of delivery beyond ten days after the allocation period. Specific authorization to use chrome pigments shall be valid for forty-five days after receipt of the specific authorization or of the material allocated for the use, whichever is later. What chrome pigments are not used in this period may not be used for any purpose until further authorized or directed.

(r) *Violations.* Any person who willfully violates any provision of this order, or who, in connection with this order, willfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(s) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise directed, be addressed to War Production Board, Chemicals Bureau, Washington 25, D. C., Reference M–370.

Issued this 6th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

APPENDIX A—INSTRUCTIONS FOR FILING APPLICATIONS ON FORM WPB 2945 (FORMERLY PD–600) FOR SPECIFIC AUTHORIZATION TO USE OR ACCEPT DELIVERY OF CHROME PIGMENTS

1. *Form WPB 2945.* Copies of Form WPB 2945 may be obtained at local field offices of the War Production Board.

2. *Who should file.* Specific authorization of War Production Board is required for any consumer to use or acquire Class A pigments in any calendar quarter, for the manufacture of any product to fill "quota orders", in excess of his "pigment quota" for the manufacture of that product, and for any distributor or consumer to use or acquire Class B pigments in excess of the small order exemption. Any producer requiring authorization to use a part or all of his production of Class B pigments or of Class A pigments in excess of his "pigment quota", shall file application on Form WPB 2945 in the same manner.

3. *Number of sets.* Applications shall be made on separate forms for each separate supplier of chrome pigments, and separate applications shall be submitted for each delivery destination. Separate forms shall also be filed for (a) Class A pigments, (b) chromium oxide green, and (c) zinc chromate.

4. *Number of copies of each set.* Five copies shall be prepared, of which one copy shall be retained by the applicant, one shall be forwarded to the supplier, and three copies (one certified) shall be forwarded to the War Production Board, Chemicals Bureau, Washington 25, D. C., Reference M–370.

5. *Special instructions for filling out form.* Follow the instructions on the form except when they conflict with the specific instructions given below:

Heading. Under "Name of Chemical", specify "Chrome pigments" and below it "Class A pigments", or "chromium oxide green" or "zinc chromate" whichever is the case; under "WPB Order No.", specify "M–370"; under "Unit of measure", specify "Pounds"; and otherwise fill in as indicated.

Table I. Specify in the heading the quarter or month and year for which authorization for use or acceptance of delivery is sought for both Class A and Class B pigments respectively.

Column 1. Specify grade or type of chrome pigment in terms of producer's trade-mark for the product.

Column 2. Specify the quantity in pounds on a C. P. color basis. Enter only the amount required for production during the allocation period for which this application is made.

Column 3. Specify primary product in terms of the following:

Coated fabric, crayons, floor coverings, granules, kalsomine, leather, metallurgical, paint, paper, plastics, printing ink, rubber, shade cloth, water paint, export, resale, inventory, all other (specify).

Orders on hand should be listed separately from anticipated orders and in both cases the primary product should be specified.

Column 4. Opposite each primary product, specify ultimate end use. In the case of military orders for Class B pigments, specify contract and specification numbers. If the pigment is to be incorporated in a primary product described in WPB I–217 (Primary Products & End Use List, prepared by the Protective Coating Section, Chemicals Bureau, War Production Board), its end use should be defined by the symbols listed in WPB I–217. Orders on hand should be listed separately from anticipated orders and the above end use information given for both except that in the case of anticipated orders, contract numbers are unnecessary.

If "Export" is listed in Column 3, specify opposite it in Column 4, the name of the individual, company, or governmental agency to whom or for whose account the chrome pigment will be exported and the country of destination. If shipment is for Lend-Lease, specify the Lend-Lease contract or serial number. If the exportation is not for Lend-Lease or for shipment to Canada, Form WPB 2945 must first be sent to the Foreign Economic Administration together with application for an export license. If the export license is granted, the Foreign Economic Administration will then affix the export license number to the Form WPB 2945 and forward it to the War Production Board.

If "Resale" is listed in Column 3, suppliers shall write opposite in Column 4 "upon further authorization" or "for small order exemption". If "Inventory" is listed in Column 3, write opposite it in Column 4 "to hold subject to further authorization".

Column 10. Leave blank for Class B pigments. In the case of Class A pigments in excess of "pigment quota", specify the total quantity of all Class A pigments (on a C. P. color basis) acquired in 1941.

Table II. Fill in as indicated for Class B pigments. For Class A pigments, fill in only Columns 15–C and 16.

Table III. Fill in only for Class B pigments.

APPENDIX B—INSTRUCTIONS FOR FILING APPLICATION OF FORM WPB 2946 (FORMERLY PD–601) FOR SPECIFIC AUTHORIZATION TO DELIVER CHROME PIGMENTS

1. *Form WPB 2946.* Copies of Form WPB 2946 may be obtained at local field offices of the War Production Board.

2. *Who should file.* Specific authorization of War Production Board is required for any person to deliver Class A pigments in excess of "pigment quota" to fill "quota orders", and to deliver Class B pigments.

3. *Number of separate sets.* Separate sets shall be filed for (a) Class A pigments, (b) Chromium oxide green, and (c) Zinc chromate.

4. *Number of copies of each set.* Prepare an original and three copies. File original and two copies with the War Production Board, Chemicals Bureau, Washington 25, D. C., Reference M–370, retaining the third copy for your files.

5. *Special instructions for filling out forms.* Follow the instructions on the form except where they conflict with the specific instructions given below:

Heading. In the heading under "Name of chemical", specify "Chrome pigments" and below it "Class A pigments", or "Chromium oxide green", or "Zinc chromate", whichever is the case; under "WPB Order No.", specify "M–370"; indicate month and year under which deliveries are to be made; under "Unit of measure", specify "Pounds"; and check whether you are producer or distributor. The address of plant or warehouse from which shipments are to be made need not be given nor need a separate form be filed for each plant or warehouse.

Column 1. Class A Pigments. List names of customers who apply on Form WPB 2945 for Class A pigments for delivery during the particular calendar quarter.

Class B pigments (chromium oxide green and zinc chromate). List the names of customers who have applied on Form WPB 2945 for material to be delivered during the following month. If it is necessary to use more than one sheet to list customers, number each sheet in order and show grand total for all sheets on last sheet, which is the only one that need be certified. Small deliveries of Class B pigments should be estimated. Fill in the aggregate amount of such deliveries; do not list the name of each customer. A producer requiring permission to use a part or all of his own production of Class A pigments, or Class B pigments in excess of his "pigment quota" shall list his own name as a customer in Column 1, specifying the quantity required.

Column 2. In Column 2 (except for "small deliveries" of Class B pigments as explained above), specify delivery destination.

Column 5. Column 5 may be filled in, but it is optional.

Column 6. Leave Column 6 blank.

Table II. This table need not be filled in for class A pigments. In the case of Class B pigments, each producer shall fill in Columns 8, 9, 10, 11, 12, 13 and 15. In Column 14, state approximate production capacity. Distributors need only fill in Columns 8, 10, 12 and 15 for Class B pigments.

APPENDIX C

A certificate in substantially the following form, either signed manually or as provided in Priorities Regulation No. 7, is required for delivery of "exempt orders" for Class A pigments, pursuant to paragraph (c) of Order M–370. A purchase order number of one of the government agencies specified in paragraph (a) (10) of Order M–370 may be stated on the certificate in place of the contract number. If the Class A pigments are to be used for the manufacture of marine paints controlled by Order P–65, which paints are to be used for maintenance, repair or operating supplies in accordance with paragraph (d) (2) of Order P–65, specify merely "P–65 Marine Paints" in place of "Contract Nos.".

EXEMPT ORDER CERTIFICATION

The undersigned hereby certifies to the War Production Board and to _____ (insert name and address of supplier) that he is familiar with the provisions of Order M–370, and that his Purchase Order No. ____, dated _____, is an "exempt order" or is for replacement of inventory used to fill "exempt orders" as defined in Order M–370, and bear Contract Nos. _____. The undersigned further certifies that acceptance of delivery of the chrome pigments covered by this purchase order will not increase his inventory in excess of the limits set forth in paragraph (g) of Order M–370.

_____
Name of purchaser

_____
Date

By _____
Signature and title of duly authorized official

A certificate in substantially the following form, either signed manually or as provided in Priorities Regulation No. 7, is required for delivery of all "quota orders" for Class A pigments not authorized on Form WPB–2946, as provided in paragraph (d) of Order M–370:

QUOTA ORDER CERTIFICATION

The undersigned hereby certifies to the War Production Board and to _____ (insert name and address of supplier) that he is familiar with the provisions of Order M–370, and that acceptance of delivery of the Class A pigments listed on his purchase order, No._____, dated_____, will not exceed his "pigment quota" for the current calendar quarter, 194__, and will also not increase his inventory in excess of the limits set forth in paragraph (g) of Order M–370.

_____
Name of purchaser

By _____
Signature and title of duly authorized official

APPENDIX D—PIGMENT QUOTAS—CLASS A PIGMENTS

The table set forth below shows the total amount of Class A pigments you may acquire or use in a calendar quarter to fill "quota orders". You have a different quota for pigments acquired or used for the manufacture of printing ink and crayons than for the manufacture of all other products. At the present time, there are only three classes of products listed. Opposite each, in the second column, is the quota of Class A pigments which you may acquire in any calendar quarter to make that class of product. (The quantity of Class A pigments which a producer used of his own production of those pigments in 1941 for the manufacture of that class of product, shall be considered as having been acquired by him in 1941 for the manufacture of that class of product.) The third column shows the quota of Class A pigments which you may use in any calendar quarter to make that class of product.

You may not exceed these quotas without obtaining authorization from War Production Board.

TABLE FOR DETERMINING APPLICABLE PIGMENT QUOTA

[NOTE: Table amended in its entirety July 6, 1944.]

Product to be manufactured	Quota of Class A pigments which may be acquired in a calendar quarter	Quota of Class A pigments which may be used in a calendar quarter	Quantity of Class A pigments which may be used or acquired to fill exempt orders
Printing ink	300 lbs. or 12½% of total Class A pigments acquired by the particular consumer in 1941 (whichever is the greater) for the manufacture of printing ink.	300 lbs. or 12½% of total Class A pigments acquired by the particular consumer in 1941 (whichever is the greater) for the manufacture of printing ink.	None.
Crayons	300 lbs. or 12½% of total Class A pigments acquired by the particular consumer in 1941 (whichever is the greater) for the manufacture of crayons.	300 lbs. or 12½% of total Class A pigments acquired by the particular consumer in 1941 (whichever is the greater) for the manufacture of crayons.	None.
All other products	300 lbs. or 6¼% of total Class A pigments acquired by the particular consumer in 1941 (whichever is the greater) for the manufacture of all other products.	300 lbs. or 6¼% of total Class A pigments acquired by the particular consumer in 1941 (whichever is the greater) for the manufacture of all other products.	Unlimited.

[F. R. Doc. 44–9946; Filed, July 6, 1944; 10:44 a. m.]

PART 3293—CHEMICALS

[General Allocation Order M-300, Schedule 17, as Amended July 6, 1944]

ACRYLIC MONOMER AND ACRYLIC RESIN

§ 3295.1017 *Schedule 17 to General Allocation Order M-300*—(a) *Definitions.* For the purpose of this schedule and Order M-300:

(1) "Acrylic monomer" means the first grade unpolymerized forms of the methyl and higher esters of acrylic and methacrylic acids.

(2) "Acrylic resin" means the first grade polymerized form of the methyl and higher esters of acrylic and methacrylic acids, in the following forms:

First grade cast sheet (unfabricated) not including pieces having an area of less than three square feet produced as a by-product of normal casting or fabricating operations.
First grade molded sheet (unfabricated).
First grade molding powder.
First grade rod.
First grade tube.
First grade solution.
First grade emulsion.
First grade cast primary shapes.
First grade acrylic denture-base material.
First grade granular polymers.

(3) "Supplier" of acrylic monomer and acrylic resin means any person who: (i) Synthesizes monomer from raw materials; or (ii) Manufactures acrylic monomer by de-polymerization of acrylic resin; or (iii) Manufactures acrylic resin by polymerization of acrylic monomer; or (iv) Purchases acrylic monomer or acrylic resin for the purpose of resale without further fabrication, processing or admixing.

(b) *General provisions.* Acrylic monomer and acrylic resin are subject to allocation under General Allocation Order M-300 as Appendix B materials. The initial allocation date is January 1, 1943, the date when these materials first became subject to allocation under Order M-260 (revoked). The allocation period is the calendar month. The small order exemption per person per month, without use certificate, is each and all the following:

Cast sheet	50 square feet
Molded sheet	50 square feet
Molding powder	100 pounds
Cast shapes	50 pounds
Tube	25 pounds
Rod	25 pounds
Solution	400 pounds (1 barrel)
Emulsion	400 pounds (1 barrel)
Monomer	10 gallons (80 pounds)
Granular polymers	100 pounds

Small order quantities may be received in addition to allocated quantities for experimental use and also to complete current jobs for which acrylic monomer or resin has been allocated, notwithstanding paragraph (p) (2) of Order M-300.

NOTE: Former paragraph (c) revoked; paragraphs (d) through (h) redesignated (c) through (g) July 6, 1944.

(c) *Special dental exception.* A supplier who delivers acrylic monomer and acrylic resin exclusively for dental use may make such deliveries, and his customers may order and accept delivery for dental use, without restriction under this order.

(d) *Special exception for suppliers' intra-company deliveries.* In the case of any group of suppliers under common ownership and control who produce both acrylic monomer and acrylic resin for general purposes, the monomer producing units may deliver acrylic monomer to the resin producing units to the extent necessary to produce resin to fill authorized orders, and the resin producing units may receive and use the monomer for this purpose, without application or specific authorization.

(e) *Suppliers' applications on WPB-2947.* Each supplier (as defined in paragraph (a) (3) above) seeking authorization to use or deliver shall file application on Form WPB-2947 (formerly PD-602). The filing date is the 15th day of the month before the proposed use or delivery month. Send three certified copies to the War Production Board, Chemicals Bureau, Washington 25, D. C., Reference: M-300-17. File a separate set of applications for each plant and for each different grade or type of acrylic monomer or acrylic resin as set forth in paragraph (a) (2) above. An aggregate quantity may be requested, without specifying customers' names, for delivery on uncertified small orders. Purchase orders or releases against purchase orders for aircraft glazing sheet shall not be listed individually, but totals shall be listed. Fill in Table II.

(f) *Military emergency shipments.* A supplier may make application on Form WPB-2947 for authorization to expedite shipments against anticipated emergency war orders from the Armed Services or their contractors. Column 1 shall read "Emergency shipments against Government contracts". Column 4 shall show the aggregate quantity of the proposed shipments. From the quantity allocated on this application the supplier may make such shipments without further authorization. Subsequently, on the first WPB-2947 form filed after the end of the month, the supplier shall report his emergency shipments by listing in the usual manner the customers, end uses and quantities. An entry shall be made in Column 7 for each such customer to show that the material was expedited and that shipment was made in the preceding month, as, for example, "Expedited—May". In the case of emergency shipments to contractors, suppliers must obtain written or telegraphic certification from the Armed Service involved, stating that an emergency exists. Any unused material in the "emergency pool" at the end of the month shall be returned to inventory.

(g) *Certified uses with purchase orders.* Each person placing purchase orders for delivery of more than the small order exemption quantity shall furnish each supplier with a certified statement of proposed use, in the form prescribed in Appendix D of General Allocation Order M-300. Examples of and uses are: "Aircraft radio lens", "Industrial steamgauge lens", "Military denture-base material" or "Civilian denture-base material". Military items are those which are being produced against a prime or sub-contract for the Armed Services. Confidential end uses may be described in general terms but the prime contract number must be specified.

(h) *Surplus stocks.* (1) Surplus and excess stocks of first grade cast sheet (unfabricated) in sizes and thicknesses listed in the manufacturer's price list when the stock is sold, may be sold by the holder under Priorities Regulation 13 to any supplier (whose use or redelivery is subject to this order) or to any aircraft manufacturer, who may use the sheet for aircraft purposes without application or further authorization. A sale to any other purchaser must be authorized upon application by the holder on Form WPB-1161, and the authorized purchaser may use the sheet sold under the authorization without further application or authorization.

(2) Surplus and excess stocks of first grade cast sheet (unfabricated) in sizes and thicknesses not listed in the manufacturer's price list when the stock is sold, may be freely sold and delivered by the holder under Priorities Regulation 13, and thereafter shall not be subject to restriction under this order.

(3) Surplus and excess stocks of acrylic monomer or resin in forms other than cast sheet may be sold under Priorities Regulation 13 without application or specific authorization, but the purchaser must apply to the War Production Board, Chemicals Bureau, Washington 25, D. C., Ref: M-300-17, on Form WPB-2945 or by letter (three copies), for authorization to use this material.

(4) Instead of disposing of surplus and excess stocks in accordance with paragraphs (h) (1), (2) and (3) above, the holder may elect to treat himself as a supplier and to file application for authorization to deliver under paragraph (e) of this schedule, based on use certificates from his customers filed under paragraph (g) of this schedule.

(i) *Budget Bureau approval.* The above reporting requirements have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(j) *Communications to the War Production Board.* Communications concerning this schedule shall, unless otherwise directed, be addressed to War Production Board, Chemicals Bureau, Washington 25, D. C., Reference: M-300-17.

Issued this 6th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9948; Filed, July 6, 1944; 10:44 a. m.]

PART 3293—CHEMICALS

[General Allocation Order M-300, Schedule 32]

CARBON BLACK

§ 3293.1032 *Schedule 32 to General Allocation Order M-300*—(a) *Definitions.* (1) "Carbon black" means furnace type carbon black and channel type carbon black as defined herein. The term does not include lampblack, acetylene black, animal black, or vegetable black.

(2) "Furnace type carbon black" means the pigment produced by the thermal decomposition of hydrocarbons in a furnace. The term includes but is not limited to those blacks known commercially as high modulus, semi-reinforcing and thermal.

(3) "Channel type carbon black" means the pigment produced by the impingement of a flame (burning natural gas) against a channel and weighing, when packed, 17 pounds or more per cubic foot. The term includes but is not limited to those blacks known commercially as easy processing, medium processing, and hard processing.

(b) *General provisions.* Carbon black is subject to the provisions of General Allocation Order M-300 as an Appendix C material. The initial allocation date is November 1, 1942, for furnace type carbon black, previously allocated under Allocation Order M-244 (revoked), and for Channel type carbon black the initial allocation date is August 1, 1944. The allocation period is the calendar month. A customer may purchase an aggregate quantity of 100 pounds or less of carbon black per month from all suppliers without restrictions, must furnish use certificates with each order when seeking delivery of between 100 and 20,000 pounds per month from all suppliers, and must file on Form WPB-2945 for more than 20,000 pounds per month from all suppliers.

(c) *Special provisions.* (1) Use, delivery and acceptance of delivery of furnace type carbon black prior to August 1, 1944 will be authorized on the basis of applications filed in the form heretofore prescribed in Order M-244.

(2) All stocks of carbon black are subject to this Schedule, notwithstanding the "consumers' stocks" exemption in paragraph (n) of Order M-300.

(d) *Suppliers' applications on Form WPB-2947.* Each supplier seeking authorization to deliver shall file application on Form WPB-2947 (formerly PD-602). The filing date is the 20th of the month preceding the proposed delivery month. Send four copies (one certified) to War Production Board, Chemicals Bureau, Washington 25, D. C., Ref: M-300-32. The unit of measure is pounds. Fill in Tables I and II as indicated.

(e) *Customers' applications on Form WPB-2945.* Each person seeking authorization to use or accept delivery of more than 20,000 pounds of carbon black per month from all suppliers shall file application for authorization on Form WPB-2945 (formerly PD-600). The filing date is the 15th day of the month preceding the requested allocation month. Send three copies (one certified) to War Production Board, Chemicals Bureau, Washington 25, D. C., Ref.: M-300-32, one copy (reverse side blank) to the supplier, and retain one copy. Separate forms should be filed for each different grade or type of carbon black, and separate sets shall be submitted for each delivery destination of applicant. The unit of measure is pounds.

In Column (3), specify primary product in terms of the following:

Crude rubber
Liquid latex
Whole tire reclaim
All other reclaim
Scrap rubber
Buna S
Buna N
Butyl
Thiokol
Neoprene
All other types of synthetic rubber (specify)
Other primary products (specify)
Export (as carbon black)
Resale (as carbon black)
Inventory (as carbon black)

In Column (4), opposite each type of rubber specified in Column (3), specify the end use pattern in terms of the following code numbers, giving the percentage of carbon black requested for each different code number:

Use	War (code number) [1]	Civilian (code number) [2]
Passenger tires	20	50
Truck and bus tires	21	51
Farm tractors & implement tires	22	52
Tank blocks, treads & tracks	23	-----
Solids, industrial & truck solids and bogie wheels	24	54
Bicycle tires	25	55
Airplane tires	26	56
Passenger type camelback	27	57
Truck & bus camelback	28	58
Tire tubes	29	59
Tires & tube repair material	30	60
Belting	31	61
Hose and tubing	32	62
Packing and gaskets	33	63
Other mechanical goods	34	64
Wire and cable	35	65
Footwear	36	66
Heels	37	67
Soles	38	68
Curing bags	39	69
Proofing, clothing and fabrics	40	70
Drug sundries	41	71
Bullet sealing fuel cells	42	-----
Life rafts, boats, vests	43	-----
Miscellaneous	44	73

[1] "War Code Number" means that the particular carbon black is to be incorporated into products to be delivered to the Army, Navy, Coast Guard, Maritime Commission, or to or for the account of any foreign country under the Act of March 11, 1941 (Lend-Lease Act).

[2] "Civilian Code Number" means any end use not identified by a "War Code Number".

(f) *Certified uses with purchase orders.* Each person placing purchase orders for delivery of between 100 and 20,000 pounds of carbon black per month in the aggregate from all suppliers shall furnish each supplier with a certified statement of proposed use, in the form prescribed in Appendix D of General Allocation Order M-300. Describe proposed end use in the same manner as described in paragraph (e) above. Certified end use statements shall be filed with the supplier not later than the 15th of the month preceding the requested delivery month.

(g) *Budget Bureau approval.* The above reporting requirements have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(h) *Communications to War Production Board.* All reports filed hereunder and all communications concerning this Schedule, shall, unless otherwise directed, be addressed to: War Production Board, Chemicals Bureau, Washington 25, D. C., Ref.: M-300-32.

Issued this 6th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9947; Filed, July 6, 1944; 10:44 a. m.]

Chapter XI—Office of Price Administration

PART 1418—TERRITORIES AND POSSESSIONS

[RMPR 183,[1] Amdt. 43]

GROCERY ITEMS IN PUERTO RICO

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith has been filed with the Division of the Federal Register.*

Revised Maximum Price Regulation is amended in the following respects:

1. Section 20, Table 3 is amended by adding new items to read as follows:

Items and brand names	Unit—case of—	Price to wholesaler	Price at wholesale	Retail price (per unit)
Royal Ann, fancy cherries: For You	24/2½ can		$10.80	$0.58
Royal Ann cherries: Superior	12/#2½ glass		5.45	.59
Cherries, black unpitted: Premier	24/#2½ can	$9.95	11.00	.60
Cherries, Maraschino style:				
Premier	12/28 oz. glass	8.65	9.70	1.05
Sunbeam	24/8 oz. glass	5.45	6.00	.33
Cherries, red maraschino style:				
Astoria	24/5 oz. glass		4.00	.21
Premier	12/8 oz. glass	2.85	3.25	.35
Figs, Nadota: Premier	12/#2½ glass	4.20	4.80	.51
Fruit Cocktail: Premier	24/#2½ glass	8.10	8.85	.47
Peaches, sliced: Prince	12/#2½ glass		4.15	.45
Peaches, sliced yellow cling:				
Premier	12/#2½ glass	3.65	4.10	.43
Trupack	24/#2½ can		6.90	.37
Pears, Bartlett:				
Premier	12/#2½ glass	4.20	4.65	.50
Class A	24/#2½ can		8.75	.47
Pears, Bartlett, mixed pieces: Ruby	6/#10 can	4.90	5.50	1.20
Plums, Green Gage: Premier	12/#2½ glass	3.55	4.00	.43
Prunes, fresh purple: Premier	24/#2½ tins	5.00	5.55	.30

2. Section 20, Table 3a is amended by adding new items to read as follows:

Items and brand names	Unit—case of—	Price to wholesaler	Price at wholesale	Retail price (per unit)
Apple jelly: Clovernook	12/2# jar		$4.00	$0.48
Apple sauce: Supreme	24/#2 can		4.10	.21
Cranberry sauce:				
Minot	24/1# jar		4.80	.26
E. O.	24/1# can		4.90	.26
Apple-raspberry jelly: Goodwin	24/16 oz. glass		5.80	.31
Crab apple jelly: Premier	24/12 oz. glass	$5.05	5.60	.30
Mint jelly: Premier	24/12 oz. glass	3.90	4.40	.24
Red currant jelly: Premier	24/12 oz. glass	5.05	5.60	.30
Grape jam:				
Goodwin	24/1# jar		5.45	.28
Premier	24/16 oz. glass	4.65	5.20	.28
Sweet Life	24/1# glass		5.50	.28
Red raspberry seeded jam: Premier	12/16 oz. glass	3.55	4.10	.41
Sweet orange preserve: Premier	24/16 oz. glass	4.90	5.45	.29
Strawberry preserve:				
Anna Meyers	24/16 oz. jar		8.70	.47
Goodwin	24/16 oz.		8.70	.47
Guava jelly: Fozz	24/16 oz. glass		6.90	.37

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 9532, 10763, 10906, 11437, 11847, 12549, 10937, 12532, 13165, 13847, 14090, 14765, 15195.

3. Section 21, Table 4 is amended by adding new items to read as follows:

Items and brand names	Unit—case of—	Price to wholesaler	Price at wholesale	Retail price (per unit)
Apple juice:				
Premier	24/12 oz. tin	$2.70	$3.05	$0.16
Alameda	12/Qt. glass		3.20	.35
Prune juice:				
Air Line	24/12 oz. bottle		3.70	.20
Premier	24/12 oz. glass	2.80	3.20	.17
Orange juice: Premier	24/18 oz. tin	4.95	5.45	.29

4. Section 22, Table 6a is amended by adding new items to read as follows:

Items and brand names	Unit—case of—	Price to wholesaler	Price at wholesale	Retail price (per unit)
Chili con carne: Van Camps	24/17 oz. glass	$6.00	$7.50	$0.39
Frankfurters: Star	12/6 oz. glass	3.65	4.15	.44
Pork sausages, pure: Rath	48/8 oz. tins	13.00	14.15	.37
Spam: Hormel	24/12 oz.	8.55	9.25	.48
		Pound	*Pound*	*Pound*
Ham: O. K. B	6/10–11 lb. tin	.615	.67	.84

5. Section 23, Table 7 is amended by adding new items to read as follows:

Items and brand names	Unit—case of—	Price to wholesaler	Price at wholesale	Retail price (per unit)
Clam chowder: Saltsea	12/#2½ tin		$4.80	$0.50
Vegetable:				
Premier	48/#1 tin	$5.05	5.50	0.14
Campbell	48/#1 tin	5.65	6.15	.16
				or 2 for .31
Vegetable, condensed minestrone: Zucca	48/10½ oz.	6.75	7.20	.18

6. Section 24, Table 8 is amended by adding new items to read as follows:

Items and brand names	Unit—case of—	Price to wholesaler	Price at wholesale	Retail price (per unit)
Ketchup:				
Dodge	24/14 oz. glass	$3.75	$4.30	$0.23
Premier	24/14 oz. glass		4.30	.23
Ritter	24/14 oz. bottle		5.00	.27
Van Camp	24/14 oz. bottle	3.85	4.45	.24
Yolo	24/14 oz. bottle	3.25	3.75	.20
Puree: Rokeach	48/10½ oz.		4.25	.11
Sauce:				
Hunts	24/#2 tin	2.75	3.15	.17
Gala	72/8 oz. tin		4.75	.08
Rialto	72/8 oz. tin		4.75	.08
Trupack	48/8 oz. tin		3.40	.08
Uco	72/8 oz. tin		4.95	.08
Chili Sauce:				
Premier	12/12 oz. glass	2.40	2.75	.30
Supreme	24/12 oz. glass		6.50	.35
Heinz	12/#2½ glass		3.45	.37

7. Section 24, Table 9 is amended by adding new items to read as follows:

Items and brand names	Unit—case of—	Price to wholesaler	Price at wholesale	Retail price (per unit)
Tomato Juice:				
Phillips	48/10½ oz. tins	$3.55	$4.05	$0.11
Premier	24/18 oz. tin	2.90	3.25	.17
Pride of the Farm	48/6 oz. tin	2.10	2.35	.06

8. Section 25, Table 10 is amended by adding new items to read as follows:

Items and brand names	Unit—case of—	Price to wholesaler	Price at wholesale	Retail price (per unit)
Asparagus tips, all green: Premier	24/#2 tin	$7.35	$8.10	$0.44
Beans, Red Kidney:				
Superfine	24/#2 tin		3.30	.18
Sweet Life	24/#2 tin		3.30	.18
Premier	24/#2 tin	3.00	3.30	.18
Beans, baked: Puritan	24/28 oz. tin		4.20	.23
Beans, oven baked: S & W	24/28 oz. tins	4.80	5.40	.29
Beets, cut:				
Libby	24/#2 tin	2.70	3.10	.17
Libby	12/16 oz. glass	1.60	1.85	.20
Beets, diced:				
Premier	24/#2 tin	3.30	3.75	.20
Premier	24/16 oz. glass	3.00	3.40	.18
Beans, red kidney:				
Van Camps	24/30 #3 tin	3.05	3.50	.19
Foote Best	24/16 oz. tin		3.00	.16
Beets, shoestring: Premier	24/16 oz. glass	3.00	3.40	.18
Beets, sliced:				
Calesia	24/#2 tins	3.45	3.90	.21
Dodge	24/#2 tins		3.75	.20
Premier	24/16 oz. glass	3.20	3.70	.20
Libby	12/16 oz. glass	1.65	1.90	.20
Beets, whole: Libby	24/16 oz. glass	4.00	4.50	.24
Cabbage, red: Premier	12/16 oz. glass	2.40	2.75	.30
Carrots: Loota Belle	24/#2 tin		3.70	.19
Carrots, diced:				
S. & W	24/#2 tin	3.25	3.70	.20
Scott	24/16 oz. glass		2.90	.16
Orchard Farm	24/#2 tin		3.70	.19
Sunny Garden	48/#1 tin		6.70	.17
Chickpeas:				
Ceel	24/#2 tin		2.80	.15
Delicious	24/#2 tin		3.00	.16
Foote Best	24/16 oz. tin		3.00	.16
Princess Brand	24/#2 tin		3.20	.17
Family	24/#2 tin		3.20	.17
La Perla	24/#2 tin		3.20	.17
Montagrro	24/#2 tin		3.20	.17
Montacma Feecy	24/#2 tin		3.35	.18
Corn, Golden Cream Style: Premier	24/#2 tin	3.60	4.10	.21
Corn, White Cream Style: Premier	24/#2 tin	3.35	3.85	.20
Corn, Golden Whole Kernel: Premier	24/#2 tin	3.70	4.15	.21
Corn, Mexican Style: Premier	24/12 oz. tin	3.85	4.30	.22
Corn, Whole, G. B.: Kitchen Queen	24/#2 tin		4.30	.22
Lima Beans, Medium Green: Premier	24/#2 tin	5.75	6.35	.34
Lima Beans, Regular Dried: Seaside	24/#2 pkgs.	6.20	6.80	.37
Mixed vegetables:				
Premier	24/#2 tin	3.90	4.30	.23
Gibbs	24/#2 tin		4.30	.23
Mushrooms, kitchen: Royal Treat	24/16 oz. pkg.		34.00	1.75
Mushrooms, stem and pieces:				
Premier	24/8 oz. tin	14.15	15.15	.80
Premier	24/4 oz. tin	7.15	7.90	.42
Peas, Early June: Hambrooks	24/#2 tin	2.65	3.00	.15
Peas, dry cooked: Gibbs	100/6 oz. tin		6.50	.08
Peas, blended: Palmdale	24/#2 tin	3.75	4.00	.20
Peas, ex-std. blended: Cosmos	24/#2 tin	3.55	4.00	.20
Peas, ex-std. sweet: Seabright	24/#2 tin	3.15	3.60	.18
Peas, sub-standard: Songstress	24/#2 tin		3.10	.16
Peas, sub-standard #3 Sieve Sweet: Rolling Green	24/#2 tin		3.35	.17
Peas, Standard #4 Sieve Alaska: Motherwise	24/#2 tin		4.10	.21
Pork & Beans: Premier	24/17 oz. glass	3.50	3.90	.20
Spinach:				
Premier	24/#2½ tin	5.05	5.60	.30
Exquisite	24/#2½ tin	4.00	4.60	.25

8. Section 25—Continued.

Items and brand names	Unit—case of—	Price to wholesaler	Price at wholesale	Retail price (per unit)
Spinach Strained: Premier	24/#2 tin	$5.20	$5.75	$0.31
Stringbeans, Fancy Whole #3 Sieve Green:				
Premier	24/#2 tin	4.20	4.70	.25
Tomatoes: Century	24/#2½ tin	4.50	5.00	.27
Tomato, fancy solid pack: Exquisite	24/#2½	4.50	5.00	.27
Tomato, fancy peeled:				
Premier	24/#2 tin	3.25	3.70	.20
Premier	24/#2½ tin	4.30	4.80	.26
Sunbeam	24/#2 tin	2.95	3.35	.18
Turnips, green: Sunbeam	24/#2½ tin	3.70	4.10	.22

9. Section 29, Table 15 is amended by adding new items to read as follows:

Items and brand names	Unit—case of—	Price to wholesaler (per dozen)	Price at wholesale (per dozen)	Retail price (per unit)
Vories:				
Cheese rarebits	48/7 oz. pkg.	$0.60	$0.75	$0.06
Jumbo ginger snaps	48/7 oz. pkg.	.60	.75	.06
Large grahams	48/6 ¾ oz. pkg.	1.10	1.25	.13
Sandwich assortments	48/4 oz. pkg.	1.10	1.25	.13
Acme sodas with salt (small)	48/3½ oz. pkg.	.65	.72	[1] 08
Acme sodas with or without salt	12/1# pkg.	2.35	2.60	.27
Acme sodas with or without salt	12/2# pkg.	4.40	4.85	.50
Soda biscuits	48/3½ oz. pkg.	.65	.72	[1] 06

[1] Or 2 for 15 cents.

10. Section 32, Table 18a is amended by adding new items to read as follows:

Items and brand names	Unit—case of—	Price to wholesaler	Price at wholesale	Retail price (per unit)
Olive oil:				
Belieview	24/4 oz. glass		$7.50	$0.38
Belieview	24/2 oz. bottle		3.80	.20
Cal-Crest	36/2 oz. glass	$6.25	7.10	.24
Cal-Crest	72/2 oz. glass	12.50	14.00	.24
Cal-Crest	24/4 oz. glass	7.30	8.60	.41
Cal-Crest	48/4 oz. glass	14.60	16.00	.41
Cal-Crest	24/8 oz. glass	13.10	14.40	.71
Cal-Crest	48/8 oz. glass	26.15	28.75	.71
Cal-Crest	12/ pt. glass	12.70	13.70	1.35
Cal-Crest	24/ pt. glass	25.40	27.40	1.35
Cal-Crest	12/qt. glass	25.00	27.00	2.65
Conti	24/6 oz. bottle		10.20	.53
Fantis	6/1 gal. tin		44.00	8.75
Lindsay	2/5 gal. tin	53.75	57.00	16.50
Lindsay	12/qt. tin	18.10	19.00	2.05
Lindsay	24/pt. tin	19.15	21.00	1.10
Lindsay	24/4 oz. tin	5.20	5.70	.30
Lindsay	24/8 oz. tin	10.15	11.20	.58
Rome	24/1¼ gal. tin		24.00	1.20
Reumberto	36/1¾ oz. tin	4.80	5.25	.18
Reumberto	24/3 oz. tin	5.00	5.50	.20
Torino	24/1¼ gal. tin		46.00	2.30
Torino	48/½ pt. tin		25.00	.64
Vegetable oil:				
Como	6/1 gal. tin		10.00	2.05
Sunbeam	24/6 oz. bottle		2.65	.14
Senora	24/6 oz. glass		3.30	.16
Violette	6/1 gal. bottle		13.40	2.80
Wesson	4/1 gal. bottle		7.80	2.40
Wesson	24/pt. bottle		7.25	.37

[1] Per gallon.

11. Section 33a, Table 19a is amended by adding new items to read as follows:

Items and brand names	Unit—case of—	Price to wholesaler	Price at wholesale	Retail price (per unit)
Anchovies, Portuguese in olive oil:				
Rita	100/2 oz. flat tins		$30.00	$0.40
Lisboa	100/2 oz. flat tins		27.00	.35
Anchovies, rolled: Gold Leaf	100/2 oz. tin		28.00	.36
Bonito Fish: Premier	48/½ (6 oz. tin)	$12.00	13.00	.35
Caviar, Russian: Volga	12/1 oz. glass		10.00	1.10
Lobster: Premier	48/½ T (6 oz.)	32.65	35.00	.95
Mussels: Kid Glove	48/6 oz. tin		14.75	.40
Salmon, red: S & W	48/ ½ tin	15.25	16.25	.45
Shrimps: S & W	48/7 oz. tins	15.25	16.75	.45
Tuna fish, white meat: Premier	48/#2 tin (7 oz.)	19.00	20.50	.55

12. Section 36, Table 23 is amended by adding new items to read as follows:

Items and brand names	Unit	Price to wholesaler	Price at wholesale	Retail price (per unit)
Premier:				
Barley (medium)	Cs. of 24/16 oz. pkg	$2.30	$2.60	$0.14
Barley (fine)	In 100# bags	9.22	10.42	.14
Coarse Cracker Meal	In cases of 25#	2.30	2.60	[1].14
				[2]3.40
Gold Medal: Kitchen Tested Wheat Flour	Cartons 25/2# pkg	3.40	3.85	.20

[1] Per pound.
[2] Per case.

13. Section 39, Table 27 is amended by adding new items to read as follows:

Items and brand names	Unit—case of—	Price to wholesaler	Price at wholesale	Retail price (per unit)
Macaroni:				
Luxury (semolina)	Cartons 24/16 oz. pkg	$2.60	$2.95	$0.16
Luxury 7 Minutes	Cartons 24/8 oz. pkg	1.35	1.55	.09
Premier	24/1# pkg	2.75	3.10	.17
Premier	24/8 oz. pkg	1.75	2.00	.11
Premier	24/1# pkg. sq.	2.55	2.90	.19
Caruso	24/8 pkg	1.75	2.00	.11
Premier (Elbow)				
Spaghetti:				
Luxury	Cartons 24/16 oz. pkg	2.60	2.95	.16
Premier	24/8 oz. pkg	1.75	2.00	.11
Premier	24/1# pkg	2.75	3.10	.17
Spaghetti: Caruso	24/1# pkg	2.30	2.60	.14
Spaghetti dinner: Chef Boyardee	12/1# pkg		4.00	.44
Mueller Alphabetic with egg	24/6 oz. pkg		2.65	.15
Premier Noodles (egg-fine)	24/8 oz. pkg	2.75	3.10	.17
Premier Egg Noodles (broad)	24/8oz. pkg	2.75	3.10	.17
Caruso Noodles (spinach)	12/8 oz.	1.80	2.05	.22
Caruso Noodles (egg)	24/8 oz. pkg	2.45	2.80	.15
Caruso Tufoli	10/1# pkg	1.55	1.80	.23
Caruso Vermicelli extra fine	10/1# pkg	1.75	2.00	.26

[1] Or 2 for 17 cents.

14. Section 40, Table 29 is amended by adding new items to read as follows:

Items and brand names	Unit—case of—	Price to wholesaler	Price at wholesale	Retail price (per unit)
Edam Cheese, 40% fat		$0.46 per lb.	$0.51 per lb.	$0.65 per lb.
Kraft Marconi and Cheese Dinner	12/8 oz. pkgs	$1.10	$1.25	$0.14.

15. Section 40, Table 31a is amended by adding new items to read as follows:

Items and brand names	Unit—case of—	Price to wholesaler	Price at wholesale	Retail price (per unit)
Avoset heavy cream	36/½ pts.		$12.45	$0.45

16. Section 42, Table 33 is amended by adding new items to read as follows:

Item and brand names	Unit—case of—	Price to wholesaler	Price at wholesale	Retail price (per unit)
Edible cornstarch: Maizal	Ctns. 80/3 oz. pkg	$2.25	$2.50	$0.04

17. Section 42, Table 33c is amended by adding new items to read as follows:

Items and brand names	Unit—case of—	Price to wholesaler	Price at wholesale	Retail price (per unit)
Vinegar:				
Premier (cider)	24/pt. glass	$2.55	$2.80	$0.15
Wayne County	4/1 gal. jugs	2.20	2.45	.78
S & W	12/qt. bottles	2.75	3.00	.32
Monumental	4/1 gal. jugs	2.00	2.25	.27
Old Dominion	12/qt. bottles	2.25	2.50	.27

18. Section 42, Table 33d is amended by adding new items to read as follows:

Items and brand names	Unit	Price to wholesaler	Price at wholesale	Retail price (per pound)
Salt: Myles	100# bags	$1.65	$1.85	$0.03

19. Section 42, Table 33f is amended by adding new items to read as follows:

Items and brand names	Unit	Price to wholesaler	Price at wholesale	Retail price (per unit)
Dog meal: Top Hat	Case of 48/8 oz. tin		$4.00	$0.10
Fleischman baking powder	10# cans		[1].17	

[1] Per pound.

20. Section 42, Table 33h is amended by adding new items to read as follows:

Items and brand names	Unit	Price to wholesaler	Price at wholesale	Retail price (per unit)
Olives: Stuffed Manzanilla: Alameda	Case 24/#6 Par. 5 oz. jar		$7.00	$0.37
Ripe Olives, Giant Libby	24/303 (9¼ oz.)	$5.35	6.85	.37
Queen Olives, Placed:				
Premier	Case 12/12¾oz. glass	4.75	5.20	.56
Premier	24/3 oz. glass	3.25	3.50	.19
Premier	12/21 oz. glass	6.90	7.40	.80
Lippincott	24/4¾ oz. glass		5.80	.31
Queen Olives, thrown:				
Marti	12/15 oz. glass	5.00	5.50	.59
Marti	12/22 oz. glass	7.60	8.20	.88
Plain Queen Olives:				
Premier	24/6¾ oz.	5.10	5.60	.30
Lippincott	Case 24/4¾ oz. Paragon #8		5.60	.30
Lippincott	24/10 oz. Paragon 16		10.10	.55
Lippincott	24/5½ oz. Cyl. #10		6.70	.36
Lippincott	24/3 oz. cyl. #5		6.00	.32
Manzanilla Olives: Lippincott	24/9 oz. glass	7.10	7.70	.41
Ripe Olives, Super Colossal: Premier				

20. Section 42—Continued.

Items and brand names	Unit—case of—	Price to wholesaler	Price at wholesale	Retail price (per unit)
Stuffed Olives:				
Premier	24/3 oz. glass	$5.30	$5.80	$0.31
Lippincott	24/6-¾ cyl. oz. glass		10.80	.58
Stuffed Manzanilla Olives:				
Lippincott	12/11¼ oz. glass		9.00	.95
Lippincott	12/7-¼ oz. glass		5.75	.60
Lippincott	24/3 oz. glass		6.00	.32
Premier	24/3 oz. glass	5.20	5.70	.30
Premier	24/5 oz. glass	6.25	6.70	.36
Premier	12/11½ oz. glass	7.85	8.45	.90
Stuffed Queen Olives:				
Premier	12/9¼ oz. glass	6.45	7.00	.75
Premier	12/24 oz. glass	13.45	14.40	1.55
Lippincott	12/14 oz. glass		8.80	.96
Lippincott	12/11½ oz. glass		9.00	.98
Olives and Capers:				
Amapola	Case 24/10 oz. avd. jar		7.15	.39
Amapola	24/8 oz. avd. jar		6.10	.33
Amapola	24/6 oz. avd. jar		5.05	.27
Capers: L'Aiglon	24/#2 glass	2.80	3.10	.17

21. Section 42, Table 33l is amended by adding new items to read as follows:

Items and brand names	Unit	Price to wholesaler	Price at wholesale	Retail price (per unit)
Raisins:				
De Luxe Zante currants	25 lbs. ctn		$6.50	$0.35.
Diabert	Case 48/15 oz. pkg		7.15	$0.20 per pkg.
Muscatel Seedless Thompson 3 Crowns	30 lbs.		5.55	$0.25 per lb.
Sunkist	Case 48/15 oz. pkg		7.15	$0.20 per pkg.
Fancy Seedless (Premier)	Case 30/15 oz. pkg	$4.85	5.75	$0.22 per pkg
Choice Seedless (Premier)	25 lb. case	3.05	3.60	$0.19 per lb.
Prunes:				
Hearts Delight 50/60	Case 25 lbs.		4.05	$0.22 per lb.
Hearts Delight 20/30	Case 25 lbs.		4.60	$0.25 per lb.
Iris 20/30	Case 25 lbs.		4.60	$0.25 per lb.
Oro 70/80	Case 25 lbs.		4.05	$0.22 per lb.
Premier Sta. Clara 40/50	Case 25 lbs.	3.80	4.45	$0.24 per lb.
Premier Sta. Clara 18/24	Case 25 lbs.	4.25	5.00	$0.27 per lb.
S & W 30/40	Case 25 lbs.		4.90	$0.26 per lb.
S & W 40/50	Case 25 lbs.		4.70	$0.25 per lb.
Figs:				
Premier Calimyrna	Case 24/1# pkg	12.65	14.95	$0.84 per pkg.
Premier Calimyrna	Case 25/8 oz. pkg	6.35	7.50	$0.42 per pkg.

22. Section 45, Table 37 is amended by adding new items to read as follows:

Items and brand name	Unit	Price to wholesaler	Price at wholesale (pound)	Retail price (per pound)
Cooked Skinless Ham: Premium			$0.56	$0.73
Dalsies Hams, smoked: Premium			.45	.58
Whole Hams: Hormel			.59	.76

23. Section 56, Table 46 is amended by adding new items to read as follows:

Items and brand names	Unit—case of—	Price to wholesaler	Price at wholesale (Importer)	Retail price (per unit)
Brandy:				
Osborne Tres Ceros	12/4/5 qt.		$36.00	$4.25
Osborne Veterano	12/4/5 qt.		45.00	5.45
Dessert Wines, Florido Hnos.:				
Especial para Consagrar	12/4/5 qt.		28.75	3.35
Pico Plata	12/4/5 qt.		28.75	3.35
Malaga Especial	12/4/5 qt.		28.75	3.35
Manzanilla Clasica	12/4/5 qt.		26.00	3.00

23. Section 56—Continued.

Items and brand names	Unit—case of—	Price to wholesaler	Price at wholesale (Importer)	Retail price (per unit)
Brandy—Continued.				
Marques Del Real Tesoro:				
Manzanilla La Capitana	12/1		$20.00	$2.35
Manzanilla La Bailadora	12/1		21.00	2.40
Malaga Oscuro Dulce	12/1		21.00	2.40
Moscatel Vina Luisa	12/1		23.00	2.50
Malaga Blanco Dulce	12/1		21.00	2.40
Moscatel Solera	12/1		21.00	2.40
Jerez Oro	12/1		20.00	2.35
Fino Andaluz	12/1		20.00	2.35
Ideal	12/1		22.00	2.50
Pedro J. Solera	12/1		21.00	2.40
Table Wines:				
American:				
Roma Vs Claret	12/4/5 qt. bot.		12.50	1.55
Roma Vs Sauterne	12/4/5 qt. bot.		12.50	1.55
Armentia & Madrazo:				
Spanish White Wine	12/1		17.00	1.90
Topacio White Sweet	12/1		18.50	2.10
Claret	12/1		16.25	1.80
Red Wine	12/1		17.00	1.90
Marques De La Puebla:				
Fino Macharnude	12/1		25.75	3.00
Manzanilla Especial	12/1		24.50	3.00
Pedro Ximenez Lagar	12/1		25.50	3.00
Muscatel Especial	12/1		29.25	3.00
Pedro Ximenez Puebla Sherry	12/1		42.00	4.90
Muscatel #1 sherry	12/1		27.50	3.25
Lagrimas sherry	12/1		26.25	3.00
Vino de Pasas	12/1		29.00	3.25
Spanish grape wine	12/1		25.75	3.00
Solera High Hat	12/1		31.25	3.50
Sevilla Cream sherry	12/1		40.00	4.70
Brandy:				
Domecq-Furdador	24/4/5 pt. bot.		50.00	3.00
Gladiador	12/1		43.00	5.20
Sherry wine: Vunas 25	24/12 oz.		29.75	1.75
Gin, American: Superior	24/2		10.25	.60
Vermouth:				
Martini & Rossi, dry	12/1 pt. 14 oz.		17.00	2.00
Martini & Rossi, regular	24/1 pt. 14 oz.		20.00	1.15
Champagne: Domecq—Demi-Doux	12/25 oz. bot.		40.00	5.60
Cordials:				
Anis Oriental	24/2		9.25	.55
Marques De La Puebla Spanish Anisette	12/1		48.50	5.75
Erven Lucas Bols:				
Sherry liquer	12/25 oz.		43.00	5.00
Advokaat	12/25 oz.		43.00	5.00
Destileria Anis La Castellana:				
Anis "La Castellana"	12/1 qt.		48.50	5.75
Anis "La Castellana"	24/1 pt.		50.00	3.00

This amendment shall become effective July 10, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 5th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-0911; Filed, July 5, 1944; 4:33 p. m.]

PART 1305—ADMINISTRATION

[Supp. Order 93]

ELIMINATION OF HIGHEST PRICE LINE LIMITATION FROM SPECIFIED REGULATIONS WITH RESPECT TO SELLERS OF GARMENTS AT RETAIL

A statement of the considerations involved in the issuance of this supplementary order, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

§ 1305.121 *Elimination of the highest price line limitation from specified regulations with respect to sellers of garments at retail.* (a) On and after June 30, 1944, the highest price line limitations contained in Maximum Price Regulation 14.2, Maximum Price Regulation 177, Maximum Price Regulation 178, Revised Maximum Price Regulation 287 and Maximum Price Regulation 330,[1] and in any orders issued thereunder by the Office of Price Administration, shall not apply to sellers of garments at retail. For purposes of this supplementary order "highest price line limitation" means any provision in any of the above regulations, or orders issued thereunder, which requires a seller to limit his sales with reference to any highest price line offered for sale or delivered by him at any prior time.

This Supplementary Order No. 93 shall become effective as of June 30, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 5th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9910; Filed, July 5, 1944; 4:32 p. m.]

PART 1312—LUMBER AND LUMBER PRODUCTS

[MPR 535-2,[2] Amdt. 1]

LAKE STATES CORDWOOD

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

In section 13 (c), Table 3, reference to a footnote [1] is added to the table heading, and a footnote is added immediately below the table, to read as follows:

[1] If box bolts are delivered by truck to a mill located at Cloquet, Brainerd, Grand Rapids, Little Falls, Sartell, or International Falls in Minnesota,, the buying plant may add $2.00 per double cord to the maximum prices set forth above.

This amendment shall become effective July 11, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 6th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9961; Filed, July 6, 1944; 11:29 a. m.]

PART 1340—FUEL

[MPR 120,[1] Amdt. 104]

BITUMINOUS COAL DELIVERED FROM MINE OR PREPARATION PLANT

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation 120 is amended in the following respect:

In § 1340.215 (b) (1), the list of exceptions is amended as follows:

Mine Index No. 5529 is changed to read 5957 and the mine name, "Lyburn #1" is changed to read "Lyburn #2" and all price classifications in this list for this mine are deleted.

This amendment shall become effective July 11, 1944.

Issued this 6th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9950; Filed, July 6, 1944; 11:33 a. m.]

PART 1346—BUILDING MATERIALS

[MPR 544]

FLAMEPROOF COTTON INSULATION

In the judgment of the Price Administrator, it is necessary and proper, in order to effectuate the purposes of the Emergency Price Control Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, to replace the General Maximum Price Regulation and Maximum Price Regulation No. 188, insofar as they apply to the determination of maximum prices for flameproof cotton insulation, with a separate regulation establishing maximum prices for this product. Installed sales of flameproof cotton insulation are not covered by this regulation.

So far as practicable, the Price Administrator has consulted representatives of the trade or industry affected, and in the judgment of the Price Administrator the maximum prices established by this regulation are and will be generally fair and equitable, and will effectuate the purposes of the Emergency Price Control Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328. A statement of the considerations involved in the issuance of this regulation has been issued simultaneously herewith and filed with the Division of the Federal Register.*

Such specifications and standards as are used in this regulation were, prior to such use, in general use in the trade or industry affected. Therefore, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, Maximum Price Regulation No. 544 is hereby issued.

MAXIMUM PRICE REGULATION NO. 544—FLAMEPROOF COTTON INSULATION

ARTICLE I—PERSONS AND TRANSACTIONS SUBJECT TO THIS REGULATION; ITS RELATIONSHIP TO OTHER REGULATIONS

1.1 Persons subject to this regulation.
1.2 Transactions covered by this regulation.
1.3 Relationship to other Maximum Price Regulations.
1.4 Geographical application.

ARTICLE II—MAXIMUM SELLING PRICES FOR FLAMEPROOF COTTON INSULATION

2.1 Maximum prices for sales and purchases of flameproof cotton insulation.
2.2 Sales between manufacturers and between retailers.
2.3 Pricing of flameproof cotton insulation not specifically covered by this regulation.

ARTICLE III—PROHIBITIONS AND PENALTIES

3.1 Prohibitions against sales and purchases of flameproof cotton insulation at prices above the maximum prices.
3.2 Prohibited practices.
3.3 Penalties.

ARTICLE IV—MISCELLANEOUS PROVISIONS

4.1 Applications for adjustment.
4.2 Petitions for amendment.
4.3 Licensing.
4.4 Adjustable pricing.
4.5 Federal and state taxes.
4.6 Records and reports.

AUTHORITY: Secs. 1.1 to 4.6, inclusive, (§ 1346.704) issued under 56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

*Copies may be obtained from the Office of Price Administration.

[1] No. 142, 7 F.R. 3553, 3720, 5179, 5520, 8945, 8948; No. 177, 8 F.R. 10559, 11954, 13713; No. 178, 7 F.R. 5277, 6771, 8016, 8946, 8948, 8 F.R. 7601, 9 F.R. 754; No. 287, 8 F.R. 9122, 10001, 10304, 9 F.R. 974; No. 330, 8 F.R. 2209, 4732, 16060, 16426.

[2] 9 F.R. 5246.

[1] 9 F.R. 5042, 5375, 5587, 5826, 5915, 6433, 6433, 6451.

ARTICLE I—PERSONS AND TRANSACTIONS SUBJECT TO THIS REGULATION; ITS RELATIONSHIP TO OTHER REGULATIONS

SECTION 1.1 *Persons subject to this regulation.* Any person who makes the type or kind of sale or purchase covered by this regulation is subject to it.

"Person" means any individual, corporation, partnership, association, or any other organized group of persons, or legal successors, or representatives of any of the foregoing, and includes the United States or any agency thereof, or any other Government, or any of its political subdivisions, or any agency of any of the foregoing.

SEC. 1.2 *Transactions covered by this regulation.* This regulation covers sales and purchases of flameproof cotton insulation by any person on an uninstalled basis.

"Flameproof cotton insulation" means a type of insulating material produced from low-grade, short-staple cotton or cotton waste, which has been treated so as to be fire resistant, and produced in accordance with Cotton Insulation Specification No. 6 of the Cotton Insulation Program of the War Food Administration.

Flameproof Cotton Insulation is hereafter referred to in this regulation as the "Product."

SEC. 1.3 *Relationship of this Maximum Price Regulation No. 544 to other regulations.* The provisions of this regulation supersede the General Maximum Price Regulation and Maximum Price Regulation No. 188 with respect to sales and purchases of the product by any person. Installed sales remain under the coverage of Maximum Price Regulation No. 251, including any amendment, supplement, revision, or other price regulation which, subsequent to the issuance of this regulation, may be applicable to such installations.

SEC. 1.4 *Geographical applicability.* The provisions of this regulation shall apply to the 48 states of the United States and the District of Columbia.

ARTICLE II—MAXIMUM PRICES FOR FLAMEPROOF COTTON INSULATION

SEC. 2.1 *Maximum prices for sales and purchases of flameproof cotton insulation*—(a) *Classes of purchasers.* Maximum prices for sales and purchases of the product are those set forth in Tables I and II for the classes of purchasers as defined in this paragraph (a).

"Class A distributor," means a person who performs the same function as a manufacturer's sales organization, and distributes principally to wholesalers and jobbers over a nation-wide or wide geographical area, without normally having physical possession of the product.

"Class B distributor," means a person who purchases the product for resale principally to trade buyers[1], who normally warehouses the principal portion of his purchases and who operates over an area equal to at least 25 percent of the continental United States.

"Class C distributor," means a person who purchases the product for resale principally to trade buyers, who normally stocks in his warehouse the principal portion of his purchases and who operates over an area equal to less than 25 percent of the continental United States. For the purpose of the price schedules contained in Tables I and II, mail order houses and equipment accounts shall be considered Class C distributors. Equipment accounts are any persons who incorporate the product as an integral part of an article which they manufacture and sell, such as prefabricators, refrigerator manufacturers, trailer manufacturers, etc.

"Retailer," means a person who purchases the product normally for resale to the ultimate consumer and who generally carries the product in stock. For the purposes of the price schedules contained in Tables I and II, an insulating contractor shall be considered a "retailer."

"Consumer" means a person who purchases the product for his own ultimate use rather than for resale. For the purposes of the price schedules contained in Tables I and II, a consumer purchasing in carload lots shall be considered a retailer purchasing in less-than-carload lots from a Class B or C distributor's warehouse and shall be charged no more than the maximum prices established in Tables I and II for retailer less-than-carload shipments from such distributor's warehouse.

NOTE: Any person subject to this regulation who is doubtful as to his class of purchaser status is requested to communicate with the Office of Price Administration, Building Materials Price Branch, Washington 25, D. C., giving the following information:

1. Name and address of applicant.
2. Description of the geographical area served by applicant.
3. Approximate percentage of sales to applicant's various classes of purchasers.
4. Any other relevant information which will assist the Office of Price Administration in properly classifying the applicant.

(b) *Geographical zones.* The geographical zones to which reference is made in Tables I and II are as follows:

[1] Trade buyer refers to any person other than one who purchases for his own ultimate use.

FLAMEPROOF COTTON INSULATION

ZONE DESCRIPTIONS

Zone 1

Alabama.
Connecticut.
Delaware.
District of Columbia.
Georgia.
Illinois.
Indiana.
Iowa.
New Hampshire.
New Jersey.
New York.
North Carolina.
Ohio.
Pennsylvania.
Rhode Island.
South Carolina.
Kansas: The counties of Nemaha, Brown, Doniphan, Jackson, Atchison, Jefferson, Leavenworth, Wyandotte, Douglas, Johnson, and Miami.
Kentucky.
Maine.
Maryland.
Massachusetts.
Michigan.
Minnesota.
Missouri.
Nebraska: The counties of Cedar, Dixon, Dakota, Wayne, Thurston, Cuming, Burt, Dodge, Washington, Saunders, Douglas, Sarpy, Lancaster, Cass, Otoe, Johnson, Nemaha, Pawnee, and Richardson.
South Dakota: The counties of Moody, Minnehaha, Lincoln, Turner, Yankton, Clay, and Union.
Tennessee.
Vermont.
Virginia.
West Virginia.
Wisconsin.

Zone 2

Arkansas.
Colorado: The counties east of, and including, Larimer, Boulder, Jefferson, Douglas, El Paso, Crowley, Otero, and Baca.
Florida.
Kansas, except the counties of Nemaha, Brown, Doniphan, Jackson, Atchison, Jefferson, Leavenworth, Wyandotte, Douglas, Johnson, and Miami.
Louisiana.
Mississippi.
Nebraska, except the counties of Cedar, Dixon, Dakota, Wayne, Thurston, Cuming, Burt, Dodge, Washington, Saunders, Douglas, Sarpy, Lancaster, Cass, Otoe, Johnson, Nemaha, Pawnee, and Richardson.
North Dakota.
Oklahoma.
South Dakota, except the counties of Moody, Minnehaha, Lincoln, Turner, Yankton, Clay, and Union.
Texas: The counties north of, but not including, Andrews, Martin, Howard, Mitchell, Nolan, Taylor, Callahan; and east of, but not including, Brown, Mills, Lampasas, Burnet, Williamson, Lee, Fayette, Colorado, Wharton, and Matagorda.
Washington.
Wyoming: The counties of Goshen, Platte, Albany, and Laramie.

Zone 3

Arizona.
California.
Colorado: The counties west of, but not including, Larimer, Boulder, Jefferson, Douglas, El Paso, Crowley, Otero, and Baca.
Idaho.
Montana.
New Mexico.
Nevada.
Oregon.
Texas: The counties south of, and including, Andrews, Martin, Howard, Mitchell, Nolan, Taylor, and Callahan; and the counties west of, and including, Brown, Mills, Lampasas, Burnet, Williamson, Lee, Fayette, Colorado, Wharton, and Matagorda.
Utah.
Washington.
Wyoming, except the counties of Goshen, Platte, Albany, and Laramie.

(c) *Transportation practices.* (1) The maximum prices set forth in Tables I and II for sales to Class A distributors, as defined in suparagraph (a) above, are f. o. b. factory.

(2) On sales to Class B distributors, Class C distributors and retailers, in carload or less-than-carload lots for direct shipment from the factory, full freight to railhead destination shall be allowed.

(3) On sales to retailers, in less-than-carload lots out of a Class B or C distributor's warehouse, the maximum prices set forth in Tables I and II are f. o. b. such warehouse.

(4) On sales to consumers, in carload lots, full freight to railhead destination shall be allowed.

(5) A carload is the maximum quantity of flameproof cotton insulation that can be loaded in a boxcar without subjecting the lower packages to damage by crushing, and does not necessarily mean the minimum carload weight for the product as provided for in the tariffs. The aggregate weight of a carload, however, shall total 6,000 pounds or more.

(6) A less-than-carload shipment of the product shall be a quantity of material, the aggregate weight of which is less than 6,000 pounds.

TABLE I—MAXIMUM PRICES FOR SALES TO THE CLASSES OF PURCHASERS LISTED BELOW FOR FLAMEPROOF COTTON INSULATION WITH VAPOR-SEAL PAPER BACKING ON ONE SIDE[1] IN STANDARD WIDTHS[2] AND LENGTHS[2]

[All prices are per thousand square feet]

	Under 1"	1"	1½"	2"	2½"	3"	3½"	4"
CLASS A DISTRIBUTOR								
C. L.	$11.00	$13.00	$17.25	$21.25	$25.10	$28.75	$33.00	$35.50
L. C. L.	11.50	13.75	18.00	22.25	26.25	30.00	34.50	37.25
CLASS B DISTRIBUTOR								
C. L.:								
Zone 1	15.50	18.00	23.25	28.00	32.65	37.00	42.25	45.00
Zone 2	16.75	19.50	25.00	30.25	35.25	40.00	45.50	48.50
Zone 3	18.50	21.50	27.75	33.50	39.00	44.25	50.50	53.75
L. C. L.[3]								
Zone 1	16.25	19.00	24.50	29.50	34.25	39.00	44.50	47.25
Zone 2	17.50	20.50	26.25	31.75	37.00	42.00	47.75	51.00
Zone 3	19.50	22.50	29.00	35.00	41.00	46.50	53.00	56.50
CLASS C DISTRIBUTOR								
C. L.:								
Zone 1	16.75	19.50	25.00	30.25	35.25	40.00	45.50	48.50
Zone 2	18.00	21.00	27.00	32.50	38.00	43.00	49.00	52.25
Zone 3	20.00	23.25	30.00	36.25	42.25	48.00	54.75	58.25
L. C. L.[3]								
Zone 1	17.50	20.50	26.25	31.75	37.00	42.00	47.75	51.00
Zone 2	19.00	22.00	28.25	34.00	40.00	45.00	51.50	54.75
Zone 3	21.00	24.25	31.50	38.00	44.00	50.00	57.25	61.00
RETAILER								
C. L. from factory:								
Zone 1	18.00	21.00	27.00	32.50	38.00	43.00	49.00	52.25
Zone 2	19.25	22.50	29.00	35.00	41.00	46.25	53.00	56.25
Zone 3	21.25	25.00	32.25	38.75	45.25	51.25	58.50	62.50

[1] In the case of sales without vapor-seal paper backing on either side, the maximum prices listed in Table I shall be reduced by $3.50 per M square feet for sales to all purchasers and for all thicknesses and sizes. In the case of sales with vapor-seal paper backing on one side and plain paper on the other, $8.50 per M square feet may be added to the maximum prices listed in Table I for sales to all purchasers and for all thicknesses and sizes.
[2] Standard widths are for application 12", 16", 20", and 24" on centers and standard lengths are 13' and over.
[3] Maximum prices for shipments from Class "A" distributor's warehouse shall be identical with those listed for L. C. L. shipments from the factory.

TABLE I—Continued

	Under 1"	1"	1½"	2"	2½"	3"	3½"	4"
RETAILER—continued								
L. C. L. from factory:[3]								
Zone 1	$19.00	$22.00	$28.25	$34.00	$40.00	$45.00	$51.50	$54.75
Zone 2	20.25	23.50	30.50	36.75	43.00	48.50	55.50	59.00
Zone 3	22.25	26.25	33.75	40.50	47.50	53.75	61.50	65.50
L. C. L. from a Class B or C distributor's warehouse:								
Zone 1	20.00	23.25	30.00	36.25	42.25	48.00	54.75	58.25
Zone 2	21.25	25.00	32.50	39.00	45.50	51.50	59.00	62.75
Zone 3	23.75	27.75	36.00	43.25	50.50	57.00	65.25	69.50
CONSUMER								
Zone 1	29.00	33.75	43.50	52.50	61.25	69.50	79.50	84.50
Zone 2	31.25	36.50	47.00	56.50	66.00	74.75	85.50	91.00
Zone 3	34.50	40.25	52.00	62.75	73.25	83.00	94.75	100.75

TABLE II—THE FOLLOWING PRICE DIFFERENTIALS PER 1,000 SQUARE FEET MAY BE ADDED TO THE MAXIMUM PRICES IN TABLE I FOR NON-STANDARD SIZES

	Under 1"	1"	1½"	2"	2½"	3"	3½"	4"
Special lengths:								
Under 13 ft. but not less than 4 ft	$1.50	$1.50	$2.00	$2.00	$2.50	$2.50	$3.00	$3.00
Under 4 ft. but not less than 2 ft	2.50	2.50	4.00	4.00	4.50	4.50	5.50	5.50
Under 2 ft	5.25	5.25	7.75	7.75	10.50	10.50	13.00	13.00
Special widths:								
Below 16" but not less than 10" (not including 12")	4.25	5.00	6.25	7.50	8.75	10.00	11.25	12.00
Below 10"	8.50	10.00	12.50	15.00	17.50	20.00	22.50	24.00

MAXIMUM SET UP CHARGES FOR SPECIAL WIDTHS

(The following additional charges may be added to the total maximum price for any order for non-standard widths)

	16" widths and over	Under 16" but not less than 10"	Under 10" widths
Under 1" thickness and less than 100,000 sq. ft	$30.00	$40.00	$50.00
1" thickness and less than 100,000 sq. ft	30.00	40.00	50.00
1½" thickness and less than 67,000 sq. ft	30.00	40.00	50.00
2" thickness and less than 50,000 sq. ft	30.00	40.00	50.00
2½" thickness and less than 40,000 sq. ft	30.00	40.00	50.00
3" thickness and less than 33,000 sq. ft	30.00	40.00	50.00
3½" thickness and less than 28,000 sq. ft	30.00	40.00	50.00
4" thickness and less than 25,000 sq. ft			

NOTES TO TABLES I AND II

Maximum prices for thicknesses of the product varying within those set forth in Tables I and II shall be determined as follows:

1. Select those thicknesses listed in Table I directly above and directly below the thickness being priced.

2. The maximum price for the new thickness shall be in direct proportion to the prices set forth in Table I for the thicknesses directly above and below the new thickness. Thus, the maximum price for standard paper backed 1¼" insulation for sales to Class "A" distributors, applying the above steps, would be $15.13. Similarly, the maximum price for 1⅝" standard paper backed insulation for sales to Class "A" distributors would be $18.25.

SEC. 2.2 *Sales between manufacturers and between retailers.* (a) Any manufacturer subject to this regulation may offer to sell, sell and deliver flameproof cotton insulation to any other manufacturer subject to this regulation at a price agreed upon by the seller and buyer under the following conditions:

(1) Both the seller and the buyer must be "manufacturers" as that term is defined in this subparagraph (a);

(2) The buyer must resell the product in the same form as purchased from the seller; and

(3) The price resulting from the agreement under this section must not in any way change or affect, directly or indirectly, the prices set forth in Tables I and II for subsequent sales nor may such price be used as a basis for a request for an increase in price by way of an application for adjustment or petition for amendment under this regulation.

"Manufacturer" means any person who normally produces his purchasers' requirements of flameproof cotton insulation, but who may, from time to time, supplement his own production with purchases from other manufacturers for resale usually under his own name or trade brand to the same trade classifications through which he normally distributes his own product.

(b) Any retailer subject to this regulation may offer to sell, sell and deliver such commodity to any other retailer subject to this regulation at a price agreed upon by the seller and buyer under the following conditions:

(1) Both the seller and the buyer must be "retailers" as that term is defined in this regulation;

(2) The buyer must resell the product in the same form as purchased from the seller; and

(3) The price resulting from the agreement under this section must not in any way change or affect, directly or indirectly, the prices set forth in Tables I and II for subsequent sales nor may such price be used as a basis for a request for an increase in price by way of an application for adjustment or petition for amendment under this regulation. Use of the adjustment provisions set forth in this paragraph (b) shall not extend to insulating contractors. Such persons are regarded as "retailers" only for the purposes of the price schedules contained in Tables I and II.

SEC. 2.3 *Pricing of flameproof cotton insulation not specifically covered by this regulation.* The maximum prices for any flameproof cotton insulation which is offered for sale on and after July 11, 1944, the effective date of this regulation, and for which no maximum price has been established by this regulation shall be determined in accordance with § 1499.154 of Maximum Price Regulation No. 188 by manufacturers, and §§ 1499.2 and 1499.3 of the General Maximum Price Regulation by persons other than manufacturers.

ARTICLE III—PROHIBITIONS AND PENALTIES

SEC. 3.1 *Prohibitions against sales and purchases of flameproof cotton insulation at prices above maximum prices.* (a) On and after July 11, 1944, the effective date of this regulation:

(1) No person shall sell the product at prices above those established by this regulation.

(2) No person in the course of trade or business shall buy or receive the product at prices higher than those permitted by this regulation.

(3) No person shall agree, offer, solicit, or attempt to do any of the acts prohibited in subparagraphs (1) and (2) of this paragraph.

(b) *Prices lower than maximum prices.* Lower prices than those provided for by this regulation may, of course, be offered, charged or paid.

SEC. 3.2 *Prohibited practices.* Any practice which is a device to secure the effect of a higher-than-ceiling price without actually raising the dollars-and-cents price is as much a violation of this regulation as an outright over-ceiling price. This applies to devices making use of commissions, services, transportation arrangements, premiums, special privileges, tying agreements, trade understandings and the like.

SEC. 3.3 *Penalties.* (a) Persons violating any provisions of this regulation are subject to the criminal penalties, civil enforcement suits, treble damage actions, and proceedings for revocation of licenses provided by the Emergency Price Control Act of 1942, as amended.

(b) No War Procurement Agency or any contracting or paying finance officer thereof, shall be subject to any liability, civil or criminal, imposed by this regulation or by the Emergency Price Control Act of 1942, as amended. "War Procurement Agency" as used in this paragraph includes the War Department, Navy Department, United States Maritime Commission, and the Lend-Lease Section of the Procurement Division of the Treasury Department, or any agency of any of the foregoing.

ARTICLE IV—MISCELLANEOUS PROVISIONS

SEC. 4.1 *Application for adjustment—(a) Government contracts and subcontracts.* Any person who has made or intends to make a government contract or subcontract thereunder, who believes that a maximum price under this regulation impedes or threatens to impede the production or distribution of a commodity which is deemed essential to the war program by the appropriate government agency, and which is or will be the subject of the contract or subcontract, may file an application for adjustment of that maximum price in accordance with Revised Supplementary Order No. 9 and Procedural Regulation No. 6, issued by the Office of Price Administration.

SEC. 4.2 *Petitions for amendment.* Any person who seeks a change in any provision of this regulation may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1. A petition for amendment must propose a change of general applicability for the industry as a whole or a substantial portion of the industry or a change affecting all sellers in a given area, as distinguished from an application for an individual price adjustment.

SEC. 4.3 *Licensing.* The provisions of Licensing Order No. 1, licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation. A seller's license may be suspended for violation of the license or of one or more price regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

SEC. 4.4 *Adjustable pricing.* Any person may agree to sell at a price which may be increased up to the maximum price in effect at the time the product is delivered, but no person may, unless authorized by the Office of Price Administration, sell or agree to sell the product at prices to be adjusted upward in accordance with action taken by the Office of Price Administration after such commodity has been delivered. Such authorization may be given when a request for a change in the applicable price is pending, but only if the authorization is necessary to promote production or distribution and will not interfere with the purposes of the Emergency Price Control Act of 1942, as amended. The authorization may be given by the Administrator or by any official of the Office of Price Administration to whom the authority to grant such authorization has been delegated. The authorization will be given by order except that it may be given by letter or telegram when the pending request is for an individual application for adjustment.

SEC. 4.5 *Federal and State taxes.* (a) There may be added to the maximum prices established by this regulation the amount of tax levied by any Federal excise tax statute or any state or municipal sales, gross proceeds, gross receipts, or compensating use tax statute or ordinance under which the tax is measured by gross proceeds or units of sale, if, but only if (1) such statute or ordinance requires the vendor to state the tax separately from the purchase price paid by the purchaser, consumer or user, on the bill, sales check, or evidence of sale at the time of the transaction; or (2) such statute or ordinance requires such tax to be separately paid by the consumer, purchaser or user with tokens or other media of State or municipal tax payments; or (3) such statute or ordinance permits the vendor to state such tax separately, and such tax is in fact separately stated by the vendor. The amount of tax permitted to be added by this paragraph shall in no event exceed that actually paid by the purchaser, consumer or user.

(b) Supplementary Order No. 31, issued by the Office of Price Administration, dealing with the treatment of the tax on transportation of property imposed by the Revenue Act of 1942, shall be applicable to sales of flameproof cotton insulation under this regulation.

SEC. 4.6 *Records and reports.* (a) *Records.* Every person making sales subject to this regulation must keep records containing a description of each such sale, showing the date thereof, the name and address of the buyer, the point of origin and the point of destination, the prices received, and the exact nature of the sale made by the seller. All such records must be available for inspection by representatives of the Office of Price Administration for as long as the Emergency Price Control Act of 1942, as amended, remains in effect.

(b) *Reports.* Persons subject to this regulation shall submit such reports to the Office of Price Administration as it may from time to time require, subject

to the approval of the Bureau of the Budget, in accordance with the Federal Reports Act of 1942.

Effective date. This regulation shall become effective July 11, 1944.

NOTE: The reporting requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 6th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9962; Filed, July 6, 1944; 11:29 a. m.]

PART 1351—FOOD AND FOOD PRODUCTS

[MPR 53,[1] Amdt. 27]

FATS AND OILS

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

A new Article XVIII is added to read as follows:

ARTICLE XVIII—DOMESTIC TUNG OIL

SEC. 18.1 *Maximum prices of domestic tung oil (Chinawood oil).* The maximum prices of domestic tung oil, f. o. b. New York, Gulf ports or Pacific Coast ports, shall be the following prices:

	Cents per pound
Tankcars	38.375
Returnable drums, carlots	39.00

(a) *Quantity differentials.* When tung oil is sold in returnable drums in less than carlot quantities, the seller may add to the carlot price set forth above, the differentials hereinafter set forth for the particular quantity sold:

Quantity sold:	*Differential to be added (cents per pound)*
Carlots, in more than one delivery of 10 drums each	1.00
5 to 9 drums, one delivery	1.50
1 to 4 drums, one delivery	2.00

(b) *Container differentials.* (1) If the oil is shipped in nonreturnable drums, the cost of the drums may be added to the above returnable drum prices.

(2) The usual or normal differentials for containers other than tankcars or drums shall continue to apply.

This amendment shall become effective July 11, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 6th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9951; Filed, July 6, 1944; 11:33 a. m.]

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*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 4200, 5314, 6232, 6434, 6452, 6817.

PART 1360—MOTOR VEHICLES AND MOTOR VEHICLE EQUIPMENT

[RO 2B,[1] Amdt. 13]

PASSENGER AUTOMOBILES

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Ration Order No. 2B is amended in the following respects:

1. The text of section 1.3 preceding paragraph (a) is revoked.

2. Section 1.3 (b) is revoked.

This amendment shall become effective July 10, 1944.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421 and 507, 77th Cong.; WPB Dir. 1, 7 F.R. 563, Supp. Dir. 1A, 7 F.R. 698, 1493, 2229, 2729, Supp. Dir. 1Q, 7 F.R. 9121, E.O. 9125, 7 F.R. 2719)

Issued this 6th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9963; Filed, July 6, 1944; 11:30 a. m.]

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 16,[2] Amdt. 11]

MEAT, FATS, FISH AND CHEESES

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Section 7.6 (b) is amended by adding the following at the end of the paragraph and preceding the "Note":

Notwithstanding any provision of this paragraph, an industrial user may apply between July 2, 1944 and July 22, 1944, inclusive, for the part of his third period allotment based on his use of Group II or III cheeses during the third quarter of his base period. If application is made between those dates, no reduction shall be made in his third period allotment based on his use of Group II or III cheeses.

This amendment shall become effective July 10, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Directive 1, 7 F.R. 562; and Supp. Dir. 1-M, 7 F.R. 8234; War Food Order No. 56, 8 F.R. 2005, 9 F.R. 4319; War Food Order No. 58, 8 F.R. 2251, 9 F.R. 4319; War Food Order No. 59, 8 F.R. 3471, 9 F.R. 4319; War Food Order No. 61, 8 F.R. 3471, 9 F.R. 4319)

Issued this 6th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9965; Filed, July 6, 1944; 11:30 a. m.]

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[1] 8 F.R. 2483, 5317, 5531, 5676, 7197, 8005, 8008, 10727, 12559, 13725, 16843; 9 F.R. 2298, 6880.

[2] 9 F.R. 6731.

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 16, Amdt. 12]

MEAT, FATS, FISH AND CHEESES

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Revised Ration Order 16 is amended in the following respects:

1. Section 4.11 (b) (5) is added to read as follows:

(5) A primary distributor is not required to file any report on OPA Forms R-1606 (Revised), R-1607, or R-1609 (Revised) for foods covered by this order which have a zero point value during the entire period covered by the report.

2. Section 4.11 (c) (4) is amended by adding at the end thereof the following: "He must continue to report on OPA Form R-1606A for any reporting period during which he transfers canned fish even though he is not required to report on OPA Form R-1606 (Revised) under paragraph (b) (5) of this section."

3. Section 4.11 (d) is amended by adding at the end thereof the following: "However, a primary distributor is not required to include in his report on OPA Forms R-1606 (Revised), R-1607, or R-1609 (Revised) any information with respect to foods covered by this order while they have a zero point value."

4. Section 4.16 (f) is added to read as follows:

(f) A primary distributor need not keep the records required by this section for any food covered by this order while that food has a zero point value. He must, however, keep such records for canned fish.

This amendment shall become effective July 10, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Dir. 1, 7 F.R. 562; and Supp. Dir. 1-M, 7 F.R. 8234; War Food Order No. 56, 8 F.R. 2005, 9 F.R. 4319; War Food Order No. 58, 8 F.R. 2251, 9 F.R. 4319; War Food Order No. 59, 8 F.R. 3471, 9 F.R. 4319; War Food Order No. 61, 8 F.R. 3471, 9 F.R. 4319)

Issued this 6th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9964; Filed, July 6, 1944; 11:30 a. m.]

PART 1418—TERRITORIES AND POSSESSIONS

(RMPR 183,[1] Amdt. 44)

FRUITS AND VEGETABLES IN PUERTO RICO

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Revised Maximum Price Regulation 183 is amended in the following respects:

1. Section 21, Table 4 is amended by changing the price of one item to read as follows:

Item and brand name	Unit	Price to wholesaler	Price at wholesale	Retail price (per unit)
Prune juice: Premier	Case of 12 quarts	$3.40	$3.80	$0.41

2. Section 24, Table 8 is amended by changing the price of one item and by adding one item to read as follows:

Item and brand names	Unit: Case of—	Price to wholesaler	Price at wholesale	Retail price (per unit)
Ketchup:				
Del Monte	24/14 oz. bottles	$3.75	$4.30	$0.23
Heinz	24/14 oz. bottles	5.50	6.05	.32

3. Section 25, Table 10 is amended by changing the price of one item to read as follows:

Item and brand name	Unit	Price to wholesaler	Price at wholesale	Retail price (per unit)
Baked beans with tomato sauce: Heinz	Case of 24/17½ oz. jars	$3.90	$4.25	$0.22

4. Section 32, Table 18a is amended by changing the prices of two items to read as follows:

Item and brand names	Unit: Case of—	Price to wholesaler	Price at wholesale	Retail price (per unit)
Vegetable Oil:				
Vencedor	24/8 oz. bottles		$4.75	$0.24
Vencedor	48/4 oz. bottles		6.00	.15

5. Section 40, Table 29 is amended by deleting the price to wholesaler for Kraft Macaroni and Cheese Dinner and by changing the item "Processed Cheddar, loaves weighing more than 2 pounds each" to "Processed Cheddar and Cheddar type".

6. Section 40, Table 31a is amended by changing the prices of several items to read as follows:

Items, brand names, and unit	Price to wholesaler	Price at wholesale	Retail price (per unit)
Lactogen, in cartons of 24/1 lb. tins:			
One to 4 dozen tins	$19.75	$20.75	$1.00
5 dozen tins or over	19.25	20.75	1.00
Lactogen, in cartons of 12/2½ lb. tins	23.40	25.00	2.40

7. Section 64, Table 56 is amended to read as follows:

Puerto Rico Brand:	*Per 100 pound bag*
20% protein content	$3.50
24% protein content	3.60
16% protein content (dry freshing)	3.50
Calf meal	4.75
Owen feed	3.60

This amendment shall become effective as of June 16, 1944.

Issued this 6th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9966; Filed, July 6, 1944; 11:30 a. m.]

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*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 9532, 10763, 10906, 11437, 11847, 12549, 10937, 12532, 13165, 13847, 14090, 14765, 15195.

PART 1499—COMMODITIES AND SERVICES

[Rev. SR 1,[1] Amdt. 64]

EXEMPTION OF CERTAIN IMPORTATIONS

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Sections 3.2 (k) and 4.3 (h) of Revised Supplementary Regulation No. 1 are hereby revoked.

This Amendment No. 64 shall become effective July 15, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 6th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9960; Filed, July 6, 1944; 11:29 a. m.]

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[1] 9 F.R. 3581, 3590, 4391, 4948, 5268.

PART 1439—UNPROCESSED AGRICULTURAL COMMODITIES

[MPR 426,[1] Amdt. 36]

CANTALOUPS AND OTHER MELONS

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.*

In section 15, Appendix H is amended by adding Tables 10, 10 (a), 11, 12, and A, to paragraph (b) to read as follows:

TABLE 10—MAXIMUM PRICES FOR CANTALOUPS AND HONEYBALL MELONS

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum prices f. o. b. shipping points in California and Arizona [1]	Maximum prices for sales delivered to any wholesale receiving point in any quantity [2]	Maximum prices for sales in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer [3]
1	Cantaloup or honeyball melons in jumbo crates with a net weight of 83 pounds or more.	Jumbo crate	May 1–June 25	$3.95	Col. 5 price plus freight from El Centro, Calif., plus protective services stated in Table A below.	Col. 6 price plus 95¢
2			June 26–July 25	3.25		
3			July 26–Nov. 26	2.80	Col. 5 price plus freight from Mendota, Calif., plus protective services stated in Table A below.	
4	Cantaloup or honeyball melons in standard crates with a net weight of 68 pounds or more.	Standard crate	May 1–June 25	3.25	Col. 5 price plus freight from El Centro, Calif., plus protective services stated in Table A below.	Col. 6 price plus 85¢
5			June 26–July 25	2.70		
6			July 26–Nov. 26	2.30	Col. 5 price plus freight from Mendota, Calif., plus protective services stated in Table A below.	
7	Cantaloup or honeyball melons in pony crates with a net weight of 57 pounds or more.	Pony crate	May 1–June 25	2.70	Col. 5 price plus freight from El Centro, Calif., plus protective services stated in Table A below.	Col. 6 price plus 70¢
8			June 26–July 25	2.25		
9	Cantaloup or honeyball melons in jumbo crates with a net weight of less than 83 pounds, in standard crates with a net weight of less than 68 pounds, in pony crates with a net weight of less than 57 pounds, and in all other containers.	Pound	May 1–June 25	.0477	Maximum price for item 1 above divided by 83.	Col. 6 price plus 1⅜¢
10			June 26–July 25	.0394	Maximum price for item 2 above divided by 83.	
11			July 26–Nov. 26	.0337	Maximum price for item 3 above divided by 83.	
12	Cantaloup or honeydew melons in bulk (no container).	Pound	May 1–June 25	.0350	Col. 5 price plus freight from El Centro, Calif.	Col. 6 price plus 1⅜¢
13			June 26–July 25	.0267		
14			July 26–Nov. 26	.0210	Col. 5 price plus freight from Mendota, Calif.	

[1] For f. o. b. shipping point prices in certain other states, see Table 10 (a) below.
[2] In figuring a price under this Column, the Column 5 price to be used is the price in effect at the time of sale at the wholesale receiving point.
[3] For the sellers covered by Column 7 see general provisions of this appendix.

TABLE 10 (a)—MAXIMUM PRICES F. O. B. SHIPPING POINTS IN STATES OTHER THAN CALIFORNIA AND ARIZONA, FOR CANTALOUPS AND HONEYBALL MELONS—JULY 26—NOV. 26

States	Container	Minimum net weight (pounds)	F. o. b. shipping point price— Per container	F. o. b. shipping point price— Per pound
Colorado, New Mexico, Texas, and Utah.	Jumbo	83	$3.00	
	Standard	68	2.60	
	Any other containers			$0.0387
	Bulk—no containers			.0260
Oregon and Washington	Jumbo	83	3.15	
	Standard	68	2.75	
	Any other container			.0407
	Bulk—no container			.0280
Arkansas, Illinois, Indiana, Iowa, Kansas, Michigan, and Oklahoma.	Jumbo	83	3.50	
	Standard	68	3.05	
	Any other containers			.0447
	Bulk—no containers			.0320
Georgia, North Carolina, South Carolina, and Ohio.	Jumbo	83	$3.65	
	Standard	68	3.20	
	Any other container			$0.0467
	Bulk—no container			.0340
Delaware, Maryland, New Jersey, and New York.	Jumbo	83	3.80	
	Standard	68	3.30	
	Any other container			.0487
	Bulk—no container			.0360

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 16509, 16249, 16519, 16423, 17372; 9 F.R. 790, 902, 1581, 2008, 2023, 2091, 2493, 4030, 4086, 4439, 4786, 4877, 5926, 4088, 5959.

TABLE 11—MAXIMUM PRICES FOR HONEYDEW MELONS

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum prices f.o.b. shipping points in Arizona and California	Maximum prices for sales delivered to any wholesale receiving point in any quantity [1]	Maximum prices for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer [2]
1	Honeydew melons in jumbo or standard honeydew crates with a net weight of 39 pounds or more.	Honeydew crate	May 1–June 25	$2.30	Col. 5 price plus freight from El Centro, Calif., plus protective services stated in Table A below.	Col. 6 price plus 60¢
2			June 26–July 25	2.00		
3			July 26–Nov. 26	1.85	Col. 5 price plus freight from Mendota, Calif., plus protective services stated in Table A below.	
4	Honeydew melons in jumbo cantaloup crates with a net weight of 58 pounds or more.	Jumbo crate	May 1–June 25	3.45	Col. 5 price plus freight from El Centro, Calif., plus protective services stated in Table A below.	Col. 6 price plus 95¢
5			June 26–July 25	3.00		
6			July 26–Nov. 26	2.75	Col. 5 price plus freight from Mendota, Calif., plus protective services stated in Table A below.	
7	Honeydew melons in jumbo or standard crates with a net weight of less than 39 pounds, in jumbo cantaloup crates with a net weight of less than 58 pounds, and in all other containers.	Pound	May 1–June 25	.0596	Maximum price for item 1 above divided by 39.	Col. 6 price plus 1½¢
8			June 26–July 25	.0513	Maximum price for item 2 above divided by 39.	
9			July 26–Nov. 26	.0474	Maximum price for item 3 above divided by 39.	
10	Honeydew melons in bulk (no containers)	Pound	May 1–June 25	.0404	Col. 5 price plus freight from El Centro, Calif.	Col. 6 price plus 1½¢
11			June 26–July 25	.0321		
12			July 26–Nov. 26	.0282	Col. 5 price plus freight from Mendota, Calif.	

[1] In figuring a price under Column 6, the Column 5 price to be used is the price in effect at the time of sale at the wholesale receiving point.
[2] For sellers covered by Column 7 see general provisions of this appendix.

TABLE 12—MAXIMUM PRICES FOR PERSIAN MELONS, CASABA MELONS, CRANSHAW MELONS, AND ALL OTHER MELONS (EXCEPT WATERMELONS) NOT MENTIONED IN APPENDIX H

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum prices f.o.b. shipping points in Arizona and California	Maximum prices for sales delivered to any wholesale receiving point in any quantity [1]	Maximum prices for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer [2]
1	Persian melons in jumbo Persian crates with a net weight of 43 pounds or more.	Jumbo crate	July 26–Nov. 26	$2.35	Col. 5 price plus freight from Mendota Calif., plus protective services stated in Table A below.	Col. 6 price plus 70¢.
2	Persian melons in standard Persian crates with a net weight of 37 pounds or more.	Standard crate	July 26–Nov. 26	2.05		Col. 6 price plus 60¢.
3	Persian melons in pony Persian crates with a net weight of 35 pounds or more.	Pony crate	July 26–Nov. 26	1.90		Col. 6 price plus 55 cents.
4	Persian melons in jumbo Persian crates with a net weight of less than 43 lbs., in standard Persian crates with a net weight of less than 37 lbs., in Persian pony crates with a net weight of less than 35 lbs., and in all other containers.	Pound	July 26–Nov. 26	.0548	Maximum price for item 3 above divided by 35.	Col. 6 price plus 1½¢.
5	Persian melons in bulk (no container)	Pound	July 26–Nov. 26	.0356	Col. 5 price plus freight from Mendota, Calif.	Col. 6 price plus 1½¢.
6	Casaba melons in jumbo or standard crates with a net weight of 42 pounds or more.	Jumbo or standard crate.	July 26–Nov. 26	1.75	Col. 5 price plus freight from Mendota, Calif., plus protective services stated in Table A below.	Col. 6 price plus 50¢.
7	Casaba melons in jumbo or standard crates with a weight of less than 42 pounds, and in all other containers.	Pound	July 26–Nov. 26	.0417	Maximum price for item 6 above divided by 42 pounds.	Col. 6 price plus 1¾¢.
8	Casaba melons in bulk (no container)	Pound	July 26–Nov. 26	.0239	Col. 5 price plus freight from Mendota, Calif.	
9	Cranshaw melons in jumbo or standard crates with a net weight of 40 pounds or more.	Jumboor Standard crate.	July 26–Nov. 26	2.25	Col. 5 price plus freight from Mendota, Calif., plus protective services stated in Table A below.	Col. 6 price plus 60 cents.
10	Cranshaw melons in jumbo or standard crates with a net weight of less than 40 pounds and in all other containers.	Pound	July 26–Nov. 26	.0562	Maximum price for item 9 above divided by 40.	Col. 6 price plus 1½¢.
11	Cranshaw melons in bulk (no container)	Pound	July 26–Nov. 26	.0374	Col. 5 price plus freight from Mendota, Calif.	
12	All other melons, in any containers	Pound	July 26–Nov. 26	.0417	Col. 5 price plus freight from Mendota, Calif., plus protective services stated in Table A below.	Col. 6 price plus 1¾¢.
13	All other melons, in bulk (no container)	Pound	July 26–Nov. 26	.0239		

[1] In figuring a price under Column 6, the Column 5 price to be used is the price in effect at the time of sale at the wholesale receiving point.
[2] For the persons covered by Column 7, see general provisions of this appendix.

TABLE A—ALLOWANCES FOR PROTECTIVE SERVICES TO BE USED IN CALCULATING MAXIMUM PRICES IN COLUMN 6 OF TABLES 10, 11, AND 12

Kind of melon	Container	Wholesale receiving points: In California and Arizona	Wholesale receiving points: In all other areas: West of and including Chicago	Wholesale receiving points: In all other areas: East of Chicago
		Cents	*Cents*	*Cents*
Cantaloup and Honeyball.	Jumbo crate	18	39	44
	Standard crate	15	34	38
	Pony crate	13	28	32
	Any other container per pound.	1/6	1/5	1/5
	Bulk (no container)	None	None	None
Honeydew	Jumbo or standard Honeydew crate.	10	22	25
	Jumbo cantaloupe crate	18	39	44
	Any other container, per pound.	1/4	3/5	3/5
	Bulk (no container)	None	None	None

Kind of melon	Container	Wholesale receiving points: In California and Arizona	Wholesale receiving points: In all other areas: West of and including Chicago	Wholesale receiving points: In all other areas: East of Chicago
		Cents	*Cents*	*Cents*
Persian	Jumbo crate	10	22	25
	Standard crate	9	20	23
	Pony crate	9	20	23
	Any other container, per pound.	1/4	3/5	3/5
	Bulk (no container)	None	None	None
Casaba	Jumbo or standard crate	10	22	25
	Any other container, per pound.	1/4	1/5	1/5
	Bulk (no container)	None	None	None
Cranshaw [2]	Jumbo or standard crate	10	22	25
	Any other container, per pound.	1/4	1/5	1/5
	Bulk (no container)	None	None	None
All other melons (except watermelons).	Any container, per pound	1/6	1/5	1/5
	Bulk (no container)	None	None	None

2. In Appendix H of Section 15, the table in paragraph (c) is amended by adding the following items:

TABLE OF MAXIMUM MARKUPS FOR DISTRIBUTIVE SERVICES TO BE ADDED TO MAXIMUM DELIVERED PRICES (SEE COL. 6 OF TABLES IN PARAGRAPH (B))

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9	Col. 10
			Sales by a grower or a country shipper					Sales by a service wholesaler delivered to the premises of any retail store, Government procurement agency, or institutional buyer, within the free delivery zone	
Item No.	Commodity	Unit	Through a broker, shipper's sales agent or commission merchant in carlots or trucklots or through broker, shipper's sales agent, or auction in less than carlots or less than trucklot	Through a commission merchant in less than carlots or less than trucklots	Sales by anyone, other than a grower or country shipper, who has purchased a carlot or trucklot, and sells such a carlot or trucklot unbroken	Sales by carlot receivers in less-than-carlots or less-than trucklots. (For sales by carlot receivers through auction the markups named in Col. 4 shall be applied)	Sales by secondary jobbers in any quantity delivered to the premises of the purchaser	Half container or larger	Less than half container
10	Cantaloup and Honeyball melons.	Jumbo	$0.14	$0.52	$0.14	$0.52	$0.95	$0.95	
11		Standard	$0.13	$0.47	$0.13	$0.47	$0.85	$0.85	
12		Pony	$0.11	$0.39	$0.11	$0.39	$0.70	$0.70	
13		Pound	2½¢	7½¢	2½¢	7½¢	12½¢	13½¢	
14	Honeydew melons	Jumbo or Standard	$0.09	$0.33	$0.09	$0.33	$0.60	$0.60	
15		Jumbo Cantaloup	$0.14	$0.52	$0.14	$0.52	$0.95	$0.95	
16		Pound	2½¢	9½¢	2½¢	9½¢	17½¢	17½¢	
17	Persian melons	Jumbo	$0.11	$0.39	$0.11	$0.39	$0.70	$0.70	
18		Standard	$0.09	$0.33	$0.09	$0.33	$0.60	$0.60	
19		Pony	$0.08	$0.30	$0.08	$0.30	$0.55	$0.55	
20		Pound	2½¢	8½¢	2½¢	8½¢	15½¢	15½¢	
21	Casaba melons	Jumbo or Standard	$0.08	$0.28	$0.08	$0.28	$0.50	$0.50	
22		Pound	2½¢	7½¢	2½¢	7½¢	13½¢	13½¢	
23	Cranshaw melons	Jumbo or Standard	$0.09	$0.33	$0.09	$0.33	$0.60	$0.60	
24		Pound	2½¢	8½¢	2½¢	8½¢	15½¢	15½¢	
25	All other melons except watermelons.	Pound	2½¢	7½¢	2½¢	7½¢	13½¢	13½¢	

This amendment shall become effective July 11, 1944, as to all sales f. o. b. country shipping point, and as to all other sales as follows: July 25, 1944, as to states wholly east of the Mississippi River except Illinois and Wisconsin; July 20, 1944 as to all other states.

Issued this 6th day of July 1944.

JAMES G. ROGERS, JR., *Acting Administrator.*

Approved: June 26, 1944.

MARVIN JONES, *War Food Administrator.*

[F. R. Doc. 44-9952; Filed, July 6, 1944; 11:31 a. m.]

PART 1439—UNPROCESSED AGRICULTURAL COMMODITIES

[MPR 426,[1] Amdt. 38]

CABBAGE

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.*

Section 15 of the Maximum Price Regulation 426 is amended in the following respects:

1. Appendix B is deleted.

2. In Appendix H Table 13 is added to paragraph (b) to read as follows:

TABLE 13—MAXIMUM PRICES FOR CABBAGE

Col. 1	2	3	4	5	6	7
Item No.	Commodity, unit, style of pack [1]	Zone in which wholesale receiving point is located [2]	Season	Maximum prices f. o. b. shipping points [3]	Maximum prices for sales delivered to any wholesale receiving point in any quantity [4]	Maximum price for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer [5]
1.	Cabbage per lb. in any container.	I / II / III	July 1 through Sept. 30.	The appropriate price in Column 6, less actual cost to the buyer of protective services and freight from the shipping point to the wholesale receiving point.	*Cents*: 3.3 / 3.0 / 2.7	Column 6 price plus 5%¢.

[1] For cabbage sold in bulk (loose without containers) or in containers supplied by the buyer, the maximum price is the price in the above table less 5¢.

[2] The zones mentioned in Column 3 consist of the following states:
Zone I: Louisiana, Mississippi, Alabama, Georgia, South Carolina, Florida, and Texas.
Zone II: Kansas, Oklahoma, Missouri, Arkansas, Kentucky, Tennessee, Virginia, North Carolina, California Arizona, Utah, New Mexico, Nevada, Wyoming, Montana, North Dakota, South Dakota, Nebraska, Idaho.
Zone III: All other states and the District of Columbia.

[3] The prices figured under Column 5 apply to buyers and not to sellers.

[4] The prices in Columns 6 and 7 include all allowances for freight, protective services and all other charges.

[5] For the sellers covered by Column 7 see the general provisions of this appendix.

3. In the table in paragraph (c) in Appendix H of section 15, Item No. 26 is added to read as follows:

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9	Col. 10
			Sales by a grower or a country shipper [1]					Sales by a service wholesaler delivered to the premises of any retail store, government procurement agency, or institutional buyer, within the free delivery zone [2]	
Item No.	Commodity	Unit [1]	Through a broker, shipper's sales agent or commission merchant in carlots or trucklots or through broker, shipper's sales agent, or auction in less-than-carlot or less-than-trucklot	Through a commission merchant in less-than-carlots or less-than-trucklots	Sales by anyone, other than a grower or country shipper who has purchased a carlot or trucklot and sells such a carlot or trucklot unbroken	Sales by carlot receivers in less-than-carlots or less-than-trucklots. (For sales by carlot receivers through auction the markups named in Col. 4 shall be applied)	Sales by secondary jobbers in any quantity delivered to the premises of the purchaser	Half container or larger	Less than half container
26	Cabbage	50 lb. sack / Other containers (or in bulk).	$0.07 / 1½¢ per lb.	0.23 / 5½¢ per lb	0.07 / 1½¢ per lb	0.25 / 5½¢ per lb	0.45 / 9½¢ per lb	0.45 / 9½¢ per lb	13½¢ per lb.

This amendment shall become effective July 10, 1944.

Issued this 6th day of July 1944.

CHESTER BOWLES, *Administrator.*

Approved:
GROVER B. HILL,
Acting War Food Administrator.

[F. R. Doc. 44-9959; Filed, July 6, 1944; 11:31 a. m.]

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 16409, 16294, 16519, 16423, 17372; 9 F.R. 790, 902, 1581, 2608, 2023, 2493, 4030, 4086, 4434, 4786, 4787, 4877, 5926, 5929, 6104, 6148, 6420, 6711, 7259, 7268.

PART 1499—COMMODITIES AND SERVICES

[MPR 188,[1] Amdt. 36]

VITRIFIED CLAY SEWER PIPE AND ALLIED PRODUCTS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 1499.166, Appendix A, of Maximum Price Regulation No. 188 is amended so that the item listed in (a) (2) which now reads "Vitrified clay sewer pipe (except as covered by Maximum Price Regulation No. 206)" shall read "Vitrified clay sewer pipe and allied products (except as covered by Revised Maximum Price Regulation No. 206)."

This Amendment No. 36 shall become effective July 11, 1944.

Issued this 6th day of July 1944.

CHESTER BOWLES, *Administrator.*

[F. R. Doc. 44-9953; Filed, July 6, 1944; 11:33 a. m.]

[1] 7 F.R. 5872, 7967, 8943, 8948, 10155; 8 F.R. 537, 1815, 1980, 3105, 3788, 3850, 4140, 4931, 5759, 7107, 8751, 8754, 9836, 10433, 10906, 11037, 12408, 12479, 12186, 12668, 14622, 14766, 16298, 17415; 9 F.R. 1912, 2556, 3095, 3858, 4396, 4506, 4882, 5375.

TITLE 33—NAVIGATION AND NAVIGABLE WATERS

Chapter I—Coast Guard: Department of the Navy

PART 9—REGULATIONS RELATING TO THE REMOVAL AND EXCLUSION OF PERSONS FROM VESSELS AND WATERFRONT FACILITIES

SURRENDER OF DOCUMENTS BY PERSONS ORDERED EXCLUDED

Under the authority of Executive Order No. 9074 (7 F.R. 1587) and pursuant to the Act of July 9, 1943, c. 212, 57 Stat. 391 (50 Appendix U.S.C. Supp. III, 1311, 1312), and to make more effective the regulations relating to the removal and exclusion of persons from vessels and waterfront facilities (8 F.R. 16867), the following regulations relating to the surrender of documents by persons ordered excluded under said regulations are hereby promulgated and approved:

Sec.
9.101 Definition.
9.102 Surrender of maritime documents; penalty.
9.103 Disposition of maritime documents.
9.104 Separability.

AUTHORITY: §§ 9.101 to 9.104 inclusive, issued under E.O. 9074, 7 F.R. 1587; 57 Stat. 391, 50 U.S.C. App. Supp. III, 1311, 1312.

§ 9.101 *Definition.* As used in this subpart the term "maritime documents" means: (a) Certificates of identification, continuous discharge books, certificates of service, certificates of efficiency, certificates of registry, licenses as officers, and employment cards, issued by any agency of the United States to seamen and officers of merchant vessels; and (b) Coast Guard Captain of the Port Identification Cards.

§ 9.102 *Surrender of maritime documents; penalty.* Any person heretofore or hereafter ordered excluded from vessels and waterfront facilities pursuant to the regulations relating to the removal and exclusion of persons from vessels and waterfront facilities (8 F.R. 16867) shall, as soon as possible after demand therefor, deliver to the District Coast Guard Officer for the Naval District in which he is present, all maritime documents issued to him or in his possession. Wilful violation of this section is a misdemeanor punishable by a fine of not to exceed $5,000 or imprisonment for not more than one year, or both, under the Act of July 9, 1943, c. 212, 57 Stat. 391 (50 Appendix U.S.C. Supp. III, 1311).

§ 9.103 *Disposition of maritime documents.* Upon delivery of maritime documents to the District Coast Guard Officer pursuant to § 9.102 appropriate receipt will be issued therefor. In the case of temporary exclusions, the District Coast Guard Officer will retain the maritime documents pending final decision in the case. If the temporary exclusion is vacated, the maritime documents shall be returned against an appropriate receipt. If the temporary exclusion is made permanent for the duration, the Coast Guard Captain of the Port Indentification Card shall be destroyed and the other maritime documents transmitted to the Commandant, United States Coast Guard, for safekeeping for the duration of the war.

§ 9.104 *Separability.* If any provision of the regulations contained in this subpart or the application of such provision to any person, maritime document, or circumstance, shall be held invalid, the validity of the remainder of the regulations contained in this subpart and the applicability of such provision to other persons, maritime documents, or circumstances, shall not be affected thereby.

R. R. WAESCHE,
Vice Admiral, U. S. C. G.,
Commandant.

Approved: July 5, 1944.

JAMES FORRESTAL,
Secretary of the Navy.

[F. R. Doc. 44-9967; Filed, July 6, 1944; 11:58 a. m.]

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter II—Office of Defense Transportation

[Gen. Order ODT 24, Amdt. 2]

PART 500—CONSERVATION OF RAIL EQUIPMENT

PASSENGER TRAIN OPERATIONS RESTRICTED

Pursuant to Executive Order 8989, as amended, Amendment 1 to General Order ODT 24 (7 F.R. 7814, 10484) is superseded, and § 500.43 of General Order ODT 24 is hereby amended to read as follows:

§ 500.43 *Exemptions.* The provisions of § 500.41 of this General Order ODT 24 shall not apply to:

(a) Passenger trains or cars operated for the exclusive service of the President of the United States, or for the exclusive service of the military, naval or merchant marine forces of the United States or of any nation allied with the United States in the war, whether traveling under official orders or on furlough;

(b) Passenger trains or cars operated for the purpose of transporting prisoners of war, or other persons when in the official custody of the United States;

(c) Passenger trains or cars operated for the purpose of transporting to or from a place of employment, groups of workers recruited by an agency or department of the United States: *Provided, however,* That the agency or department of the United States responsible for the recruiting of any such group of workers has furnished written notice to the rail carrier which is to originate any such train, or to arrange for the furnishing of any such car, that such workers are to be employed immediately in an occupation essential to the prosecution of the war, or that such workers are returning from a place where they have been so employed;

(d) Extra sections of scheduled passenger trains where the operation of such extra sections is made necessary (1) as a result of the handling of cars primarily occupied by the military, naval or merchant marine forces of the United States or of any nation allied with the United States in the war, whether traveling under official orders or on furlough; or (2) by reason of the handling of cars the operation of which is authorized by the provisions of paragraphs (b) and (c) hereof;

(e) (1) Passenger train schedules, railroad cars or extra sections when the motive power and the equipment thereof have been assigned to or have been used for the transportation of troops and such motive power and equipment are proceeding from their terminal to the point of origin of such troop movement or returning from the point of destination thereof to the terminal of origin of such train; or (2) an extra section to any scheduled passenger train when by reason of weather conditions it is necessary to divide such scheduled passenger train in order to provide adequate heating therefor or to insure safety in the operation thereof: *Provided, however,* That with respect to the operation of any passenger train schedules, railroad cars or extra sections as contemplated by this paragraph (e), the chief operating officer of the operating rail carrier shall, on each Saturday, make a report in writing to the Office of Defense Transportation, describing each passenger train schedule, railroad car, or extra section operated by such carrier during the six preceding calendar days and set forth the conditions requiring such operations;

(f) Passenger train schedules, railroad cars, or extra sections required as a result of emergencies arising from an accident, public calamity, military necessity of the United States or of any nation allied with the United States in the war, or train delay: *Provided, however,* That with respect to the operation of any such passenger train schedules, railroad cars or extra sections, other than those operated as a result of emergencies arising from military necessity, the chief operating officer of the operating rail carrier shall, within 48 hours of such operation, make a report in writing to the Office of Defense Transportation describing each such train schedule, railroad car, or extra section so operated and explaining in full the emergency requiring the operation thereof.

This Amendment 2 to General Order ODT 24 shall become effective on July 10, 1944.

Amendment 1 to General Order ODT 24 (7 F.R. 10484) is hereby revoked as of the effective date of this Amendment 2.

(E.O. 8989, as amended, 6 F.R. 6725, 8 F.R. 14183)

Issued at Washington, D. C., this 6th day of July 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

[F. R. Doc. 44-9923; Filed, July 6, 1944; 10:39 a. m.]

[Special Direction ODT 18A-1, Amdt. 2]

PART 520—CONSERVATION OF RAIL EQUIPMENT EXCEPTIONS, PERMITS, AND SPECIAL DIRECTIONS

CARLOAD FREIGHT TRAFFIC

Pursuant to the provisions of § 500.73 of General Order ODT 18A, as amended, Special Direction ODT 18A-1, as amended (8 F.R. 14481; 9 F.R. 117), is hereby amended by changing items 645, 680, 695, 735, and 740 to read as shown below, by substituting for the words "caps, milk bottle, pulpboard;" where they appear in line 12, paragraph 3, of item 825, the words "caps, milk bottle, pulpboard, flat;", and by adding four new items numbered 636, 641, 831, and 832 which are also shown below:

* * * * * * *

636. (c) In packages and in bulk, mixed carloads, shall be loaded to a weight not less than 80,000 pounds.

* * * * * * *

641. *Lime and limestone.* In packages, mixed carloads, shall be loaded to a weight not less than 80,000 pounds.

645. *Liquids, pastes, and semi-liquids.* Straight or mixed carloads, in cardboard, fibreboard, or fibrepack containers, or in metal drums or wooden barrels; where each such container, drum, or barrel has a capacity of not less than 40 gallons, shall be loaded on end, one tier high, covering the entire floor space of the car.

* * * * * * *

680. *Pinene; pine oil; pine tar oil; pyroligenous acid; rosin; rosin liquor; rosin oil; rosin paste; rosin pitch; rosin sizing, liquid; turpentine; and wood oil, crude.*

* * * * * * *

695. *Ester gum; pinene; pine oil; pine pitch; pine tar; pine tar oil; pyroligenous acid; rosin; rosin batting dross; rosin dross; rosin liquor; rosin oil; rosin paste; rosin pitch; rosin sizing, liquid; turpentine; and wood oil, crude.* In bags, in barrels, or drums, or in bottles or cans packed in boxes, mixed carloads, shall be loaded to a weight not less than 50,000 pounds: *Provided,* That at least 25 per cent of the weight of the shipment is packed in bags, or in bottles or cans in boxes.

* * * * * * *

735. (a) In rolls, 55 inches or more in width, shall be loaded on ends, except paper, rotogravure, in rolls, 68 inches or more in width, see Items 765, 770, and 775, with not less than a quantity which occupies the maximum floor space of the car, subject to Note 1, Item 760;

740. (b) In rolls, 45 inches to but not including 55 inches in width, shall be loaded not less than one tier high, on ends, occupying the maximum floor space of the car, plus a second tier loaded on sides or on ends, either single or double abreast, subject to Note 1, Item 760;

* * * * * * *

831. *Caps, milk bottle, pulpboard, nested, and caps, milk bottle, pulpboard flat.* In mixed carloads, shall be loaded to a weight not less than 50,000 pounds.

832. *Caps, milk bottle and shortening, pulpboard, not nested nor flat, and caps, pulpboard flat.* In mixed carloads, shall be loaded to a weight not less than 30,000 pounds.

This Amendment 2 to Special Direction ODT 18A-1 shall become effective July 6, 1944.

(E.O. 8989, as amended, 6 F.R. 6725, 8 F.R. 14183; Gen. Order ODT 18A, as amended, 8 F.R. 14477, 9 F.R. 116)

Issued at Washington, D. C., this 6th day of July 1944.

HENRY F. MCCARTHY,
Assistant Director,
Office of Defense Transportation,
In charge of the
Railroad Transport Department.

[F. R. Doc. 44-9922; Filed, July 6, 1944; 10:39 a. m.]

Notices

INTERSTATE COMMERCE COMMISSION.

[S. O. 70-A, Special Permit 344]

RECONSIGNMENT OF TOMATOES AT KANSAS CITY, MO.-KANS.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Kansas City, Missouri-Kansas, not later than July 3, 1944, by E. E. Fadler Company, of car ART 21123, tomatoes, now on the Missouri Pacific Railroad, to Minneapolis, Minnesota.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 1st day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-9933; Filed, July 6, 1944; 11:01 a. m.]

[S. O. 70-A, Special Permit 345]

RECONSIGNMENT OF POTATOES AT KANSAS CITY, MO.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Kansas City, Missouri, July 5, 1944, by L. S. Taube & Company, of car BREX 74815, potatoes, now on the A. T. & S. F. Railway, to Springfield, Missouri (Mo. Pac.).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 3d day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-9934; Filed, July 6, 1944; 11:01 a. m.]

[S. O. 70-A, Special Permit 346]

RECONSIGNMENT OF CARROTS AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, July 3, 1944, by Chas. Abbute Company, of car PFE 96088, carrots, now on the Chicago Produce Terminal, to Yeckes-Eichenbaum Company, New York, New York.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads, subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 3d day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-9935; Filed, July 6, 1944; 11:01 a. m.]

[S. O. 70-A, Special Permit 347]

RECONSIGNMENT OF CANTALOUPES AT KANSAS CITY, MO.

Pursuant to the authority vested in me by paragraph (f) of the first ordering

paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Kansas City, Missouri, July 3, 1944, by P. H. Robinson Company, of car PFE 14212, cantaloupes, now on the St. Louis-San Francisco Railway, to Booker Fruit Company, Aberdeen, South Dakota, with stop-off at Sioux Falls, South Dakota, for partial unloading by Nash-Finch Company.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 3d day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–9936; Filed, July 6, 1944; 11:01 a. m.]

[S. O. 200, 2d Amended General Permit 4]

REICING OF POTATOES FROM CALIFORNIA OR ARIZONA

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

On any refrigerator car loaded with potatoes in California, or Arizona, to reice once in transit when destined west of the Mississippi River and to reice twice in transit when destined east of the Mississippi River; and to accord the first or initial icing or the reicing at stations designated by shippers or at the carriers' option, at the first icing station west or east of such designated station. This general permit shall apply to all such cars billed or moving on the effective date hereof.

This general permit shall become effective 12:01 a. m., July 15, 1944, and shall expire at 12:01 a. m., September 15, 1944.

The waybills shall show reference to this general permit.

A copy of this general permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 4th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–9937; Filed, July 6, 1944; 11:01 a. m.]

[S. O. 200, Corrected Special Permit 41]

REICING OF POTATOES AT BUFFALO, N. Y.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice one time only at Buffalo, New York, as ordered by the U. S. Army, cars MDT 18786 and 20512, potatoes, moving not later than June 7, 1944, from North American Cold Storage Company, East St. Louis, Illinois, to Brooklyn Navy Yard, Brooklyn, New York, for export (routed N. Y. C.).

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 3d day of June 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–9938; Filed, July 6, 1944; 11:01 a. m.]

[S.O. 200, Special Permit 110]

REICING OF POTATOES AT MANCHESTER, N. Y.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice in transit, one time only, at Manchester, New York (L. V.), as ordered by the U. S. Army Quarter Master Corps, car of potatoes FGEX 51753, moving June 30, 1944, from Midwest Cold Storage Company, Kansas City, Kansas, to U. S. Naval Supply Depot, Bayonne, New Jersey (MP–NKP–LV).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 1st day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–9939; Filed, July 6, 1944; 11:01 a. m.]

[S. O. 200, Special Permit 111]

REICING OF POTATOES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice, one time only, at Chicago, Illinois, July 1, 1944, as ordered by Bacon Brothers Company, car NRC 17154, potatoes, now on the Chicago Produce Terminal, account showing decay and reconsigned to Rock Island, Illinois.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 1st day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–9940; Filed, July 6, 1944; 11:01 a. m.]

[S. O. 200, Special Permit 112]

REICING OF POTATOES AT TOLEDO, OHIO

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice, one time only, at Toledo, Ohio (NYC), as ordered by Edw. H. Anderson and Company, car MDT 4411, potatoes, now at Goshen, Indiana, on the New York Central Railroad, reconsigned July 1, 1944, to Cleveland, Ohio (NYC–NKP).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 1st day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–9925; Filed, July 6, 1944; 11:01 a. m.]

[S. O. 200, Special Permit 113]

REICING OF POTATOES AT ST. LOUIS, MO.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice, one time only, at St. Louis, Missouri, July 3, 1944, as ordered by D. O. Williams & Company, car PFE 14019, potatoes, now on the Missouri Pacific Railroad, account needs ice to preserve lading over the holiday.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 3d day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–9926; Filed, July 6, 1944; 11:01 a. m.]

[S. O. 200; Special Permit 114]

REICING OF POTATOES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice, one time only, at Chicago, Illinois, with not to exceed 8,000 lbs. of ice, as ordered by Bacon Brothers Company, car MDT 7092, potatoes, now on the Chicago Produce Terminal, account completely dry and needs refrigeration over the holiday (July 4).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 3d day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–9927; Filed, July 6, 1944; 11:01 a. m.]

[S. O. 200, Special Permit 115]

REICING OF POTATOES AT KANSAS CITY, MO.-KANS.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice, one time only, at Kansas City, Missouri-Kansas, July 3, 1944, as ordered by Cochrane Brokerage Company, car FGE 22112, potatoes, now on the A. T. & S. F. Railway, account delayed 3 days at Belen, bunkers are now dry, car destined to Clinton, Iowa (Milw.).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 3d day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–9928; Filed, July 6, 1944; 11:02 a. m.]

[S. O. 200, Special Permit 116]

REICING OF DESIGNATED CARS AT JERSEY CITY, N. J.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice, one time only, July 3, 1944, as ordered by Tassini & Salisch Company, cars PFE 25341, PFE 13367, NWX 70533 and PFE 60201, now on the Baltimore & Ohio Railroad (C. of N. J.) at Communipaw yards, in Jersey City, New Jersey, to hold cars over the holiday (July 4).

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 3d day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–9929; Filed, July 6, 1944; 11:02 a. m.]

[S. O. 200, Special Permit 117]

REICING OF POTATOES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice, one time only, at Chicago, Illinois, July 3, 1944, as ordered by Edward H. Anderson & Company, cars of potatoes, now on the Chicago Produce Terminal, MDT 21860 and GARX 67979.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 3d day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–9930; Filed, July 6, 1944; 11:02 a. m.]

[S. O. 200, Special Permit 118]

REICING OF POTATOES AT ST. LOUIS, MO.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice, one time only, at St. Louis, Missouri, July 3, 1944, as ordered by Rudin Distributing Company, car PFE 22184, potatoes, now on the Missouri Pacific Railroad.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent

of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 3d day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-9931; Filed, July 6, 1944; 11:02 a. m.]

[S. O. 200, Special Permit 119]

REICING OF POTATOES AT EAST BUFFALO, N. Y.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice in transit, one time only, as ordered by U. S. Army Quarter Master Corps, cars of potatoes, PFE 61471, at East Buffalo, New York (NYC), moving July 3, 1944, from Stillwell Cold Storage Company, Hannibal, Missouri, to Supply Officer, Navy Yard, Brooklyn, New York, % National Cold Storage Company, Brooklyn, New York (CB & Q-NYC), and ART 15567, 17513, 18124, and 16885 at East Buffalo, New York (NYC), moving July 2, 1944, from North American Cold Storage Company, East St. Louis, Illinois, to Supply Officer, Naval Supply Depot, Bayonne, New Jersey, % Idaho Baking Potato Distributors, New York, New York (NKP-NYC).

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 3d day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-9932; Filed, July 6, 1944; 11:02 a. m.]

OFFICE OF ALIEN PROPERTY CUSTODIAN.

[Supp. Vesting Order 3774]

PAUL VON NEINDORFF

In re: Smudge pots owned by Paul von Neindorff.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Having found by Vesting Order Number 2841, dated December 21, 1943, that Paul von Neindorff is a resident of Germany and a national of a designated enemy country (Germany);

2. Finding that Paul von Neindorff is the owner of the property described in subparagraph 3 hereof;

3. Finding that the property described as follows:

All those certain smudge pots, believed to be 560, presently located on real property described in Exhibit B, attached to and by reference made a part of said Vesting Order Number 2841,

is property within the United States owned or controlled by a national of a designated enemy country (Germany);

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action, after appropriate consultation and certification required by law, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described in subparagraph 3 hereof, to be held, used administered, liquidated, sold or otherwise dealt with in the interest, and for the benefit, of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account, or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall this order be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C. on June 7, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44-9919; Filed, July 6, 1944; 10:24 a. m.]

[Vesting Order 3850]

LANSEC CORP.

In re: Dividend declared by Lansec Corporation.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Having found in Vesting Order No. 2784, dated December 15, 1943, that Lanova Geneve, S. A. and Gotthard Wielich are nationals of a designated enemy country (Germany);

2. Finding that the property described in subparagraph 3 hereof is property of Lanova Geneve, S. A. and/or Gotthard Wielich;

3. Finding that the property described as follows:

The unpaid dividend of $6.00 per share declared on December 27, 1943, by Lansec Corporation on the 150 shares of $100 par value common capital stock vested by Vesting Order No. 2784,

is property within the United States owned or controlled by nationals of a designated enemy country (Germany);

and determining:

4. That Gotthard Wielich and Lanova Geneve, S. A. are controlled by or acting for or on behalf of a designated enemy country (Germany) or persons within such country and are nationals of a designated enemy country (Germany);

5. That such nationals are persons not within a designated enemy country, but that the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany);

And having made all determinations and taken all action, after appropriate consultation and certification, required by law and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States,

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on June 22, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44-9920; Filed, July 6, 1944; 10:24 a. m.]

OFFICE OF PRICE ADMINISTRATION.

[MPR 399, Order 4]

CRAFTBILT CABINETS

APPROVAL OF MAXIMUM PRICES

Order No. 4 under section 1 of Maximum Price Regulation No. 399. New ice boxes. Approval of maximum prices for resales of an ice box manufactured by Craftbilt Cabinets.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) A maximum price of $53.50 is hereby established for all sales, at retail, of those ice boxes manufactured prior to the issuance of this order, which are described as follows:

Manufacturer: Craftbilt Cabinets.
Model: Table Top.
Storage Capacity: 3½ cubic feet.
Rated Ice Capacity: 50 pounds.

(b) This order may be revoked or amended by the Price Administrator at any time.

(c) This order shall become effective on the 6th day of July 1944.

Issued this 5th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9908; Filed, July 5, 1944; 4:32 p. m.]

[MPR 120, Order 838]

GALIARDI COAL & COKE CO., ET AL.

ESTABLISHMENT OF MAXIMUM PRICES AND PRICE CLASSIFICATIONS

Order No. 838 under Maximum Price Regulation No. 120. Bituminous coal delivered from mine or preparation plant.

For the reasons set forth in an accompanying opinion, and in accordance with § 1340.210 (a) (6) of Maximum Price Regulation No. 120; *It is ordered:*

Producers identified herein operate named mines assigned the mine index numbers, the price classifications and the maximum prices in cents per net ton, for the indicated uses and shipments as set forth herein. All are in District No. 3. The mine index number and the price classification assigned are permanent but the maximum prices may be changed by an amendment issued after the effective date of this order. Where such an amendment is issued for the district in which the mines involved herein are located and where the amendment makes no particular reference to a mine or mines involved herein, the prices shall be the prices set forth in such amendment for the price classification of the respective size groups. The location of each mine is given by county and State. Each producer is subject to all provisions of Maximum Price Regulation No. 120.

GALLARDI COAL & COKE CO., 801 SECOND NAT'L BANK BLDG., CONNELLSVILLE, PA., ASHCRAFT NO. 3 MINE, PITTSBURGH SEAM, MINE INDEX NO. 2055, HARRISON COUNTY, W. VA., RAIL SHIPPING POINT: LUMBERPORT, W. VA., STRIP MINE

	Size Group Nos.						
	1	2	3	4	5	6	7
Price classification	F	F	F	F	F		
Rail shipment and railroad fuel	275	275	260	250	240		
Truck shipment	298	293	293	268	268	253	243

GROVES, LUNDIN & COX, UNION TRUST BLDG., PITTSBURGH, PA., TASA #7 MINE, PITTSBURGH SEAM, MINE INDEX NO. 2062, HARRISON COUNTY, W. VA., RAIL SHIPPING POINT: LOST CREEK, W. VA., STRIP MINE

Price classification	F	F	F	F	F		
Rail shipment and railroad fuel	275	275	260	250	240		
Truck shipment	298	293	293	268	268	253	243

HOLLERBACH COAL CO., GILMER, W. VA., JON-TEE STRIP MINE, PITTSBURGH SEAM, MINE INDEX NO. 2053, GILMER COUNTY, W. VA., RAIL SHIPPING POINT: GILMER, W. VA., STRIP MINE

Price classification	F	F	F	F	F		
Rail shipment and railroad fuel	275	275	260	250	240		
Truck shipment	298	293	293	268	268	253	243

LAUREL RUN COAL CO., NO. 9 SUNSET DRIVE, FAIRMONT, W. VA., WINCHESTER NO. 1 MINE, PITTSBURGH SEAM, MINE INDEX NO. 2061, HARRISON COUNTY, W. VA., RAIL SHIPPING POINT: BINGAMON JUNCTION, W. VA. (W. M.) AND MELROSE SIDING, W. VA. (B. & O.), STRIP MINE

Price classification	F	F	F	F	F		
Rail shipment and railroad fuel	275	275	260	250	240		
Truck shipment	298	293	293	268	268	253	243

NOBEL COAL COMPANY, GRAY LAW BLDG., UNIONTOWN, PA., ELDORA MINE, PITTSBURGH SEAM, MINE INDEX NO. 2058, MARION COUNTY, W. VA., RAIL SHIPPING POINT: MONONGAH, W. VA., STRIP MINE

Price classification	F	F	F	F	F		
Rail shipment and railroad fuel	275	275	260	250	240		
Truck shipment	298	293	293	268	268	253	243

R & R COAL CO., 637 FAYETTE TITLE & TRUST BLDG., UNIONTOWN, PA., R & R NO. 5 MINE, PITTSBURGH SEAM, MINE INDEX NO. 2059, HARRISON COUNTY, W. VA., RAIL SHIPPING POINT: RONAY, W. VA., STRIP MINE

Price classification	G	G	G	G	G		
Rail shipment and railroad fuel	275	275	270	270	265		
Truck shipment	298	293	293	268	268	253	243

STEORTS & COFER COAL CO., MT. CLARE, W. VA., QUINN MINE, PITTSBURGH SEAM, MINE INDEX NO. 2057, HARRISON COUNTY, W. VA., RAIL SHIPPING POINT: BYRON, W. VA., DEEP MINE

Price classification	G	G	G	G	G		
Rail shipment and railroad fuel	275	275	270	270	265		
Truck shipment	298	293	293	268	268	253	243

TUCKAHOE MINING CO., INC., CLARKSBURG, W. VA., TUCKAHOE MINE, REDSTONE SEAM, MINE INDEX NO. 2056, BARBOUR COUNTY, W. VA., RAIL SHIPPING POINT: CENTURY NO. 2, W. VA., STRIP MINE

Price classification	F	F	H	F	F		
Rail shipment and railroad fuel	275	275	260	250	240		
Truck shipment	298	293	293	268	268	253	243

NOTE: The size group numbers referred to herein for rail shipments and for railroad fuel are those described in the table of prices in Amendment No. 95 to Maximum Price Regulation No. 120; while the size group numbers for truck shipments are those set forth for such shipments in the minimum price schedule for District No. 3.

This order shall become effective July 5, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 4th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9826; Filed, July 4, 1944; 11:51 a. m.]

[Rev. Gen. Order 32,[1] Amdt. 13]

REGIONAL ADMINISTRATORS

DELEGATION OF AUTHORITY TO ACT FOR THE PRICE ADMINISTRATOR

Paragraphs (a) (2) and (b) (2) of Revised General Order 32 are amended by the insertion after the word "(Services)" of the phrase "or § 1499.654 (c) of Revised Supplementary Service Regulation No. 4 to Maximum Price Regulation No. 165 as amended (Services)."

This amendment shall become effective July 7, 1944.

[1] 8 F.R. 1769, 2902, 2906, 4143, 5417, 7054, 10685, 14413, 15341, 16569; 9 F.R. 3112.

(56 Stat. 23, 765, Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 6th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9954; Filed, July 6, 1944; 11:33 a. m.]

[General Order 57,[1] Amdt. 1]

SECRETARY OF OPA

DELEGATION OF AUTHORITY TO AUTHENTICATE COPIES OF RECORDS

The second paragraph of General Order 57 is amended to read as follows:

The Secretary of the Office of Price Administration or, in his absence, the Assistant Secretary of the Office of Price Administration, is authorized, on behalf of the Administrator and in his name, to authenticate, certify or attest copies of, or entries in, files, documents, records, reports, memoranda and other written material in the control and custody of the Office; or to certify or attest as to the absence or lack thereof.

Issued and effective this 6th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9958; Filed, July 6, 1944; 11:31 a. m.]

Regional and District Office Orders.

[Region I Order G-1 Under MPR 154, Amdt. 1]

ICE IN NEW ENGLAND

Amendment 1 to Order No. G-1 under Maximum Price Regulation No. 154. Ice. Ice in New England (except Barnstable County and Martha's Vineyard, Mass.).

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region I of the Office of Price Administration by § 1393.8 (e) of Maximum Price Regulation No. 154, *It is ordered:*

Region I Order No. G-1 is hereby amended in the following respects:

(1) The title of said order is amended to read as follows: "Order No. G-1 under Maximum Price Regulation No. 154. Ice. Ice in New England (except Barnstable County and Martha's Vineyard, Massachusetts)."

(2) Paragraph numbered (a) is amended to read as follows:

(a) The maximum prices established by §§ 1393.1 and 1393.12 of Maximum Price Regulation No. 154, as amended, for ice sold or delivered in the states of Massachusetts (except Barnstable County and Martha's Vineyard), Connecticut, Rhode Island, Vermont, New Hampshire and Maine shall be the maximum prices established by §§ 1393.1 and 1393.12 of Maximum Price Regulation No. 154, as amended, or the prices specified in the following schedule, whichever are higher: *Provided, however,* That in the case of a quantity platform sale or a quantity delivered sale the seller's maximum price shall not exceed his maximum price to the purchaser established by §§ 1393.1 and 1393.12 (exclusive of § 1393.12 (f) of Maximum Price Regulation No. 154), by more than 10 cents per 300 pounds (66⅔ cents per ton) in the case of a quantity platform sale, or by more than 5 cents per 100 pounds ($1.00 per ton) in the case of a quantity delivered sale.

Type of sale	Dollars per cwt.	Dollars per ton
Retail delivered sale	$0.60	$12.00
Retail platform sale	.40	8.00
Quantity delivered sale	.40	8.00
Quantity platform sale	.20	4.00

This Amendment No. 1 shall become effective July 1, 1944, and terminate January 1, 1945.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 30th day of June 1944.

FRANK D. O'NEIL,
Acting Regional Administrator.

[F. R. Doc. 44-9894; Filed, July 5, 1944; 2:05 p. m.]

[Detroit Order G-6 Under MPR 426]

CERTAIN DECIDUOUS TREE FRUITS IN WAYNE COUNTY, MICH.

Order No. G-6 under Maximum Price Regulation No. 426. Order adjusting certain maximum markups of certain deciduous tree fruits sold in Wayne County, Michigan.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Office and Administrator of Region III by Article III, section 15, Appendix J, paragraph (I) (4) of Maximum Price Regulation No. 426 and by the Regional Administrator delegated to the Detroit District Office or District Director thereof, it is hereby ordered:

(a) *Primary receivers selling ex-car, ex-truck, ex-dock, ex-terminal sales platform.* For sales ex-car, ex-truck, ex-dock, or ex-terminal sales platform at a terminal market or any wholesale receiving point by primary receivers in less-than-carlots or less-than-trucklots, the maximum price shall be the maximum delivered price (see Column 6 of the applicable table in paragraph (d) of Appendix J), plus the mark-up named in Column 5 of the table in Exhibit A of this order.

(b) *Definitions.* The terms used in this order shall have the same meaning that they have when used in the Appendix J except as herein modified or changed. The term "terminal sales platform" means a platform at a railroad terminal used for the purposes of making displays and sales of cars of produce and other perishables which are held on track regardless of whether such terminal platform is used free of charge or whether there is a compensation required to be paid for such use, and which platform is not equipped for permanent storing or warehousing.

(c) To the extent applicable, the provisions of this order supersede Maximum Price Regulation No. 426.

This order may be modified, amended or revoked at any time by the Office of Price Administration.

This order shall become effective June 29, 1944.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 28th day of June 1944.

J. ZWEEDYK,
Acting District Director.

EXHIBIT A.—TABLE OF MAXIMUM MARK-UPS FOR CERTAIN DISTRIBUTIVE SERVICES OF DECIDUOUS TREE FRUITS TO BE ADDED TO MAXIMUM DELIVERED PRICES

Col. 1	Col. 2	Col. 3		Col. 5
Item No.	Commodity	Unit		Sales by primary receivers in less-than-carlots or less-than-trucklots (through an auction or ex-car, dock, truck or terminal sales platform)
3	Plums..	All (Items 1-7, table 3) Standard 4 basket crate:		
		Size 3 x 4	29-33	$0.46
		Size 3 x 4 x 4	28-32	.46
		Size 4 x 4	28-32	.46
		Size 3 x 4 x 5	26-30	.46
		Size 4 x 5	26-30	.46
		Size 5 x 5	24-28	.41
		Size 5 x 6	23-27	.40
		Size 6 x 6	20-24	.36
		Standard 4 basket crate with net weights of less than or more than that specified for each of above sizes, and plums of any sold size packed in all other containers and those loose and ungraded in any container, or in bulk per pound.		[1]

[1] Per container over 22 pounds plus 5¢ per pound for all others 15¢ per pound.

[F. R. Doc. 44-9895; Filed, July 5, 1944; 2:02 p. m.]

[Region II Order G-1 Under MPR 280, Amdt. 2.]

MILK IN NEW YORK REGION

Amendment No. 2 to Order No. G-1 issued under § 1351.817 (a) of Maximum Price Regulation 280, as amended. Maximum prices for specific food products. Maximum prices for interhandler sales of bulk fluid milk.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1351.817 (a) of Maximum Price Regulation No. 280, as amended, *It is ordered that:*

Section (f) of Order No. G-2 as amended, be further amended to read as follows:

(f) (1) The maximum price at which an intermediate handler (as hereinafter defined in section (1) may sell and deliver fluid milk at wholesale in other than glass or paper containers to any purchaser other than a store, hotel, restaurant or institution, in the course of trade or business, may purchase or receive such fluid milk from an intermediate handler within the States of New York, New Jersey, Pennsylvania, Delaware, Maryland and the District of Columbia, comprising Region II of the Office of Price Administration, shall be the price at which such fluid milk was purchased from a primary handler in accordance with section (b) hereof, plus can, transportation and pasteurization costs, if any, in accordance with sections (c), (d) and (e) hereof, plus a markup no greater than the difference, if any, between the markup the primary handler was entitled to take under section (b) hereof and the markup the intermediate handler would be entitled to take on the sale by him if such sale had been made by him as a primary handler. For example, if an intermediate handler purchases the entire annual output of fluid milk in accordance with section (b) (1) hereof, and if such intermediate handler resells such fluid milk in accordance with section (b) (2) hereof, he shall be entitled to the difference between the 25¢ markup prescribed in section (b) (1) and the 30% markup prescribed in section (b) (2). If an intermediate handler purchases fluid milk from a first intermediate interhandler, in accordance with section (b) (2) hereof, such second intermediate handler shall be entitled to the difference between the markup prescribed in section (b) (2) and the markup prescribed in section (b) (3). It is the purpose of this section to prevent successive intermediate handlers from adding successive markups at the full amount permitted by sections (b) (1), (2) or (3) to the end that the aggregate markups taken by all handlers shall not exceed 40¢ per cwt.

(2) The maximum price at which a handler, who commingles fluid milk purchased from producers and other handlers, or from other handlers only, may sell and deliver such fluid milk at wholesale in either glass or paper containers to a purchaser other than a store, hotel, restaurant or institution and the maximum price at which any purchaser other than a store, hotel, restaurant or institution in the course of trade or business may purchase or receive such fluid milk from such handler shall be the weighted average price at which such handler purchased all such fluid milk (except that, in computing the cost of fluid milk purchased from other handlers, the markup paid by such handler permitted by section (b) (1) (2) or (3) herein shall not be included), plus can, transportation and pasteurization costs, if any, in accordance with sections (c), (d) and (e) hereof, plus the applicable markup which a primary handler would be entitled to take under section (b) hereof, and; *It is further ordered,* That:

Section (i) (7) be amended to read as follows:

(7) "The primary handler's fluid milk cost" means the price paid for fluid milk by a primary handler to a producer but not exceeding the maximum price established therefor under Maximum Price Regulation No. 329, as amended, or any applicable order issued under said regulation. If a primary handler purchases or receives fluid milk from a producer under the provisions of any order, agreement or license issued pursuant to the Agricultural Marketing Agreement Act of 1937, as amended, "the primary handler's fluid milk cost" shall mean the price paid by such primary handler to such producer under such order, agreement or license. Where a primary handler commingles fluid milk purchased from more than one producer, the "primary handler's fluid milk cost" shall be the weighted average cost of all such milk so purchased.

This Amendment No. 2 to Order G-1 shall become effective July 1st, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 30th day of June 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44-9904; Filed, July 5, 1944; 4:31 p. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 70-883]

BUFFALO, NIAGARA AND EASTERN POWER CORP.

ORDER MODIFYING CONDITIONS AND GRANTING EXTENSION OF TIME

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 30th day of June 1944.

A declaration having been filed with this Commission by Buffalo, Niagara and Eastern Power Corporation, a subsidiary of Niagara Hudson Power Corporation, in turn a subsidiary of The United Corporation, a registered holding company, pursuant to section 12 (b) of the Public Utility Holding Company Act of 1935 and Rule U-45 promulgated thereunder regarding the forgiveness of open account indebtedness of $285,000 owing to it by a wholly-owned subsidiary, The Lockport and Newfane Power and Water Supply Company; consummation of such transaction being subject, however, to an arrangement of a satisfactory closing agreement with the Commissioner of Internal Revenue; and

The Commission having by order dated May 2, 1944 permitted the declaration to become effective subject to the terms and conditions prescribed in Rule U-24 which rule provides in part that, unless otherwise requested the transactions proposed by declarant be carried out within 60 days of the Commissioner's order permitting the declaration to become effective; and

Buffalo, Niagara and Eastern Power Corporation having advised the Commission of its unexpected inability to effectuate the requisite closing agreement within the 60-day period provided by Rule U-24 within which to consummate the proposed transaction; and having requested that the terms and conditions of said rule be modified to the extent necessary to extend the time within which the transactions, as set forth in the declaration, may be consummated; and the Commission deeming it appropriate that such request be granted;

It is ordered, That the terms and conditions contained in our order of May 2, 1944 (Holding Company Act Release No. 5023) be, and hereby are, modified to the extent necessary to extend the time within which such transactions may be consummated to September 1, 1944.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 44-9915; Filed, July 6, 1944; 9:57 a. m.]

ARKANSAS-MISSOURI POWER CORP.

[File No. 70-911]

ORDER PERMITTING DECLARATION TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 4th day of July, A. D. 1944.

Arkansas-Missouri Power Corporation, a registered holding company in The Middle West Corporation holding-company system, having filed a declaration pursuant to the Public Utility Holding Company Act of 1935, particularly section 12 (d) thereof and Rule U-44 thereunder, regarding the proposed sale to Central States Edison, Inc. of (a) 14,547 shares of common stock (all such outstanding shares) of East Missouri Power Company for a base consideration of $600,000 and (b) an open account indebtedness of $30,000 owing by East Missouri Power Company to Arkansas-Missouri Power Corporation for $30,000;

Arkansas-Missouri Power Corporation having included in its declaration a proposal regarding the solicitation of authorizations of its common stockholders in connection with the above described transaction pursuant to Rule U-62 of the act;

Said declaration containing copies of the proposed notice of special meeting to stockholders, proxy and proxy statement, and a full statement of the manner in which the solicitation is proposed to be made;

Arkansas-Missouri Power Corporation having requested that the declaration in respect of the proxy solicitation material be considered and disposed of independently of the principal transaction and that the Commission enter its separate order permitting said declaration as to all such proxy solicitation material, to become effective;

It appearing that the solicitation of authorizations of the common stockholders as proposed to be conducted, does not make it necessary or appropriate in the public interest or for the protection of investors or consumers or to prevent the circumvention of the provisions of the act or the rules and regulations thereunder, that the Commission issue

[1] 9 F.R. 4789.

any order with respect thereto other than an order permitting the declaration as to such solicitation to become effective;

It is therefore ordered, That, without passing upon the merits of the declaration filed pursuant to section 12 (d), the declaration as to solicitation of authorizations be and it is hereby permitted to become effective forthwith.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-9917; Filed, July 6, 1944; 9:57 a. m.]

[File No. 70-918]

AMERICAN GAS AND ELECTRIC CO., ET AL.

NOTICE OF FILING AND ORDER FOR HEARING

In the matter of American Gas and Electric Company, Indiana & Michigan Electric Company, and St. Joseph Heating Company.

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 5th day of July A. D. 1944.

Notice is hereby given that a joint application or declaration (or both) has been filed with this Commission by American Gas and Electric Company ("American Gas"), a registered holding company, and its subsidiary companies Indiana & Michigan Electric Company ("Indiana & Michigan") and St. Joseph Heating Company ("St. Joseph"), pursuant to the applicable provisions of the Public Utility Holding Company Act of 1935 and the rules and regulations of this Commission promulgated thereunder. All interested persons are referred to said document, which is on file in the office of this Commission, for a statement of the transactions therein proposed which are summarized as follows:

St. Joseph will sell and Indiana & Michigan will purchase all of the physical property, the depreciation fund and certain other assets of St. Joseph. The physical property of St. Joseph will be sold at a price equal to the book cost thereof less accrued depreciation as shown on the books of St. Joseph as of the end of the month preceding the date of sale, but not in excess of $35,000. The depreciation fund, consisting of cash and securities in the book amount of $165,219.62, will be sold for an amount equal to the cash plus the cost or market value, whichever is lower, of the securities in said depreciation fund as of the end of the month preceding the date of sale. Among the securities in said depreciation fund are 310 shares of 7% preferred stock of Indiana & Michigan.

Upon the completion of the sale described above, St. Joseph will wind up its business and dissolve. After other creditors have been fully satisfied American Gas, as the sole creditor of St. Joseph and the owner of all of its capital stock, will receive the remaining assets owned by St. Joseph. Such remaining assets will consist solely of cash and 30 shares of 7% preferred stock of Indiana & Michigan.

The application or declaration (or both) states that the business of St. Joseph consists exclusively of supplying buildings within reach of its distribution system with steam for heating purposes and that St. Joseph does not have a plant or facilities for the production of the steam used by it in carrying on its business but purchases all the steam used by it from Indiana & Michigan.

It appearing to the Commission that it is appropriate in the public interest that a hearing be held with respect to said matters and that said application or declaration (or both) shall not be granted or permitted to become effective except pursuant to further order of this Commission;

It is ordered, That a hearing on such matters under the applicable provisions of the Public Utility Holding Company Act of 1935 and the rules thereunder be held on July 19, 1944 at 10.30 a. m., E. W. T., in the office of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia 3, Pennsylvania, in such room as may be designated at such time by the hearing room clerk in Room 318. Notice of said hearing is hereby given to the above named applicants or declarants and to all interested parties, said notice to be given to said applicants or declarants by registered mail and to all other persons by publication in the FEDERAL REGISTER.

It is further ordered, That Charles S. Lobingier or any other officer or officers of the Commission designated by it for that purpose shall preside at such hearing. The officer so designated to preside at such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of said act and to a Trial Examiner under the Commission's rules of practice.

It is further ordered, That any person desiring to be heard at said hearing or proposing to intervene therein shall file with the Secretary of the Commission on or before July 17, 1944, his request or application therefor as provided by Rule XVII of the rules of practice of the Commission.

It is further ordered, That, without limiting the scope of the issues presented by said application or declaration (or both), particular attention will be directed at said hearing to the following matters and questions:

(1) Whether the proposed transactions comply with the requirements of section 10 (b) (2) and 10 (c) (1) of the act.

(2) Whether the accounting entries in connection with the proposed transactions are in conformity with the standards of the act.

(3) Whether in all other respects the proposed transactions are in conformity with the applicable provisions of the act and the rules, regulations and orders thereunder.

(4) What terms and conditions, if any, are necessary or appropriate in the public interest or the interest of investors or consumers to insure compliance with the requirements of the Public Utility Holding Company Act of 1935, or any rules, regulations, or orders promulgated thereunder.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-9916; Filed, July 6, 1944; 9:57 a. m.]

WAR MANPOWER COMMISSION.

[Gen. order 8]

MORRISTOWN, N. J., AREA

MINIMUM WARTIME WORKWEEK

Designation of the Morristown, New Jersey, labor market area as subject to Executive Order No. 9301.

By virtue of the authority vested in me as Regional Manpower Director of Region No. III by § 903.2 of War Manpower Commission Regulation No. 3, "Minimum Wartime Workweek of 48 Hours," (8 F. R. 7225), and having found that such action will aid in alleviating labor shortages which are impeding the war effort, I hereby designate the Morristown, New Jersey, area as subject to the provisions of Executive Order No. 9301.

I. For the purposes of this designation, the Morristown, New Jersey, area shall include:

Sussex County; Morris County, excluding the municipalities of Butler, Kinnelon, Lincoln Park, Pequannock and Riverdale; Bernardsville and Bernards Township (North of Lyons) in Somerset County; and Allamuchy, Blairstown, Frelinghuysen, Hardwick and Pahaquarry in Warren County.

II. The effective date of this designation is July 1, 1944.

III. Not later than the effective date, each employer in the Morristown, New Jersey area shall, in accordance with War Manpower Commission Regulation No. 3:

(a) Extend to a minimum wartime workweek of 48 hours, the workweek of any of his workers whose workweek can be so extended without involving the release of any worker;

(b) If extension of the workweek of any of his workers to a minimum wartime workweek of 48 hours would involve the release of any workers, submit to the Area Manpower Director the number and occupational classification of the workers whose release would be involved, together with proposed schedules for their release, and thereafter extend such workweek when and as directed in schedules authorized by the War Manpower Commission;

(c) File an application for a minimum wartime workweek of less than 48 hours for those workers engaged in employment in which the employer claims that a workweek of 48 hours would be impracticable in view of the nature of the operations, would not contribute to the reduction of labor requirements, or would conflict with any Federal, State, or local law or regulation limiting hours of work.

Date of issuance: June 29, 1944.

FRANK L. MCNAMEE, *Regional Director, Region III.*

[F. R. Doc. 44-9806; Filed, July 5, 1944; 3:57 p. m.]

FEDERAL REGISTER

THE NATIONAL ARCHIVES — LITTERA SCRIPTA MANET — 1934 — OF THE UNITED STATES

VOLUME 9 NUMBER 136

Washington, Saturday, July 8, 1944

Regulations

TITLE 7—AGRICULTURE

Chapter X—War Food Administration (Production Orders)

[WFO 9-4, Revocation]

PART 1220—FEED

SHIPMENTS OF SOYBEAN OIL MEAL INTO DESIGNATED AREA

War Food Order No. 9-4 (9 F.R. 561, 4319, 5001) issued January 13, 1944, is hereby revoked: *Provided, however*, That said War Food Order No. 9.4 shall be deemed to be in full force and effect for the purpose of sustaining any suit, action or other proceeding with respect to any violation thereof, or right accrued or liability incurred thereunder.

(64 Stat. 676, 55 Stat. 236, 56 Stat. 176; E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 9, 8 F.R. 16960; 9 F.R. 3475, 4319)

Issued this 6th day of July 1944.

J. B. HUTSON, *Director of Production.*

[F. R. Doc. 44-9979; Filed, July 7, 1944; 11:05 a. m.]

[WFO 5, Amdt. 1]

PART 1206—FERTILIZER

DELIVERY AND USE OF FERTILIZER

Correction

Schedule I of Federal Register Document 44-9610, appearing at page 7294 of the issue for Saturday, July 1, 1944, is corrected to read as follows:

SCHEDULE I—FERTILIZER GRADES FOR 1944-1945

GRADES APPLICABLE TO ALL STATES

Nitrate of soda	[1] 16-0-0
By-product nitrate of soda	[1] 14-0-0
Nitrate of potash	14-0-14
Sulphate of ammonia	20 (or higher) -0-0
Cyanamid	20 (or higher) -0-0
Uramon	42-0-0
Ammoniated superphosphate	4 (or higher) -16 (or higher) -0
Ammonium phosphate	11-48-0
Ammonium phosphate-sulphate	16-20-0
Cal-nitro	20 (or higher) -0-0
A-N-L	20 (or higher) -0-0
Ammonium nitrate	[3] 30 (or higher) -0-0
Potassium nitrate	14-0-44 (or higher)
Superphosphate	[1] 0-18 (or higher)-0
Muriate of potash	[1] 0-0-50 (or higher)
Sulphate of potash	0-0-48 (or higher)
Manure salts	0-0-22 (or higher)
Sulphate or potash magnesia	0-0-18 (or higher)
Potash lime	0-0-6
Ground phosphate rock	Any Grade
Colloidal phosphate	Any Grade
Cotton hull ash	Any Grade
Wood ash	Any Grade
Straight carriers of organic nitrogen	[1] Any Grade

[1] This grade is designated for use on victory gardens in conformity with the provisions of § 1206.6, but is not limited to such use.

NEW ENGLAND AREA

Maine: 0-10-20; 0-14-14; 4-12-4; 4-12-8; 4-12-16; 5-7-10; 5-8-7 [1]; 5-10-5 [2]; 5-10-10; 6-9-15; 7-7-7.

New Hampshire: 0-10-20; 0-14-14; 4-12-4; 4-12-8; 4-12-12; 4-12-16; 5-8-7 [1]; 5-10-5 [2]; 5-10-10; 6-3-6 [3]; 7-7-7.

Vermont: 0-10-20; 0-14-14; 4-12-4; 4-12-8; 4-12-16; 5-8-7 [1]; 5-10-5 [2]; 5-10-10; 6-3-6 [3]; 7-7-7.

Massachusetts: 0-10-20; 0-14-14; 4-10-0 [4]; 4-12-4; 4-12-8; 4-12-16; 5-3-5 [1 3]; 5-5-15 [3]; 5-8-7 [1]; 5-10-5 [2]; 5-10-10; 6-3-6 [3]; 7-7-7.

Rhode Island: 0-10-20; 0-14-14; 4-12-4; 4-12-8; 4-12-16; 5-8-7 [1]; 5-10-5 [2]; 5-10-10; 7-7-7.

Connecticut: 0-10-20; 0-14-14; 4-10-0 [4]; 4-12-4; 4-12-8; 4-12-16; 5-3-5 [1 3]; 5-5-15 [3]; 5-8-7 [1]; 5-10-5 [2]; 5-10-10; 6-3-6 [3]; 7-7-7.

Unless prohibited hereinbelow, multiples (higher analyses with the same ratio) of the foregoing approved grades may be manufactured and delivered.

[1] No multiples permitted.
[2] Victory garden fertilizer.
[3] Tobacco only.
[4] Tobacco plant beds only.

MIDDLE ATLANTIC AREA

New York: 0-10-20; 0-12-12; 3-9-12; 3-9-15; 3-12-6; 4-8-12; 4-12-4; 4-12-8; 5-10-5 [2]; 5-10-10; 7-7-7.

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FEDERAL REGISTER

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NOTICE

The Cumulative Supplement to the Code of Federal Regulations, covering the period from June 2, 1938, through June 1, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at $3.00 per unit. The following are now available:

Book 1: Titles 1–3 (Presidential documents) with tables and index.
Book 2: Titles 4–9, with index.
Book 3: Titles 10–17, with index.
Book 4: Titles 18–25, with index.
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New Jersey: 0–12–12; 0–14–7; 3–9–12; 3–9–15; 3–12–6; 4–8–12; 4–12–4; 4–12–8; 5–10–5 [1]; 5–10–10; 7–7–7; 10–6–4.

Delaware: 0–12–12; 0–14–7; 2–12–12; 3–9–12; 3–9–15; 3–12–6; 4–8–12; 4–12–4; 4–12–8; 5–10–5 [1]; 5–10–10; 6–8–6; 7–7–7; 10–0–10; 10–6–4.

Maryland and the District of Columbia: 0–10–20; 0–12–12; 0–14–7; 2–12–12; 3–9–12; 3–9–15; 3–12–6; 4–8–12; 4–12–4; 4–12–8; 5–10–5 [1]; 5–10–10; 6–8–6; 7–7–7; 10–0–10; 10–6–4.

Virginia: 0–12–12; 0–14–7; 2–10–6 [2]; 2–12–12; 3–8–5 [1]; 3–9–6 [2]; 3–9–9; 3–9–12; 3–12–6; 4–9–3 [2]; 4–10–6; 4–12–4; 4–12–8; 5–5–20 [1]; 5–10–5 [1]; 6–8–6; 7–7–7 [4]; 10–0–10; 10–6–4 [3].

West Virginia: 0–12–12; 0–14–7; 3–12–6; 4–12–4; 4–12–8; 5–10–5 [1]; 5–10–10; 7–7–7; 10–6–4.

Multiples (higher analyses with the same ratio) of the foregoing approved grades may be manufactured and delivered.

[1] Victory garden fertilizer.
[2] Tobacco only.
[3] Tobacco plant beds only.
[4] Top dressing only.
[5] Fruit only.

SOUTHEASTERN AREA

North Carolina: 0–8–16 (basic 500 lbs.); 0–12–12 (basic 300 lbs.); 0–14–7; 2–10–6 [2]; 2–12–12; 3–8–5 [1]; 3–9–6 [2]; 3–9–9; 3–9–12; 3–12–6; 4–8–8; 4–9–3 [2]; 4–10–6; 4–12–4; 5–5–20 [1]; 5–10–5 [1]; 5–7–5; 6–8–6; 10–0–10.

South Carolina: 0–12–12; 0–14–7; 3–9–6 [1]; 3–9–9; 3–9–12; 3–12–6; 4–8–8; 4–9–3 [2]; 4–10–6; 4–12–4; 4–12–12; 5–10–5 [1]; 5–10–10; 6–8–6; 6–9–3; 7–7–7.

Georgia: 0–14–7; 0–14–10; 2–12–6; 3–9–6; 3–9–9; 3–12–6; 4–4–8 [1]; 4–8–6; 4–8–8; 4–9–3 [2]; 4–10–6; 4–12–4; 5–10–5 [1]; 6–8–6; 6–8–8; 10–0–10.

Alabama: 0–14–10; 3–9–9; [1] 4–10–4; 4–10–7; 5–10–5 [1]; 6–8–4; 6–8–8.

Mississippi: 0–14–7; 4–8–8; 5–10–5 [1]; 6–8–4; 6–8–8.

Tennessee: 0–12–12; 0–14–4; 0–14–7; 2–12–6; 3–9–6; 4–8–8; 4–8–12; 4–12–4; 5–5–10; 5–10–5 [1]; 6–8–4; 7–7–7; 8–5–5; 10–6–4.

[1] Tobacco only.
[2] Tobacco beds only.
[3] Victory garden fertilizer.
[4] Victory garden fertilizer only.

FLORIDA AREA

Florida: 0–8–12; 0–8–24; 0–10–10; 0–12–16; 0–14–5; 0–14–10; 0–16–0 plus mn; 2–8–6; 2–8–10; 2–10–4; 3–6–8; 3–6–10; 3–8–5; 3–8–8; 4–4–8; 4–5–7; 4–6–8; 4–7–5; 4–8–4; 4–8–6; 4–8–8; 4–9–3; 4–10–7; 4–12–4; 4–12–6; 5–5–8; 5–6–10; 5–7–5; 5–8–8; 5–10–5 [1]; 6–4–8; 6–6–6; 8–0–8; 8–0–12; 12–0–10.

[1] Victory garden fertilizer only.

WEST SOUTH CENTRAL AREA

Arkansas: 0–10–20; 0–12–12; 0–14–7; 3–9–18; 3–12–6; 4–8–8; 4–12–4; 5–10–5 [1]; 6–8–4; 6–8–12; 8–8–8; 10–6–4.

Louisiana: 0–12–12; 0–14–7; 3–12–12; 4–8–8; 4–12–4; 4–12–8; 5–10–5 [1]; 6–8–4; 6–8–8; 6–9–6; 8–8–8; 9–6–9; 10–0–10; 10–6–4; 12–8–0.

Texas: 0–14–7; 4–8–8; 4–10–0; 4–12–4; 5–10–5 [1]; 6–8–4; 6–12–0; 6–30–0 [1]; 10–10–0; 10–20–0; 12–15–0.

Oklahoma: 0–14–7; 2–12–6; 4–12–0; 4–12–4; 5–10–5 [1].

Multiples (higher analyses with the same ratio) of the foregoing approved grades may be manufactured and delivered.

[1] Victory garden fertilizer.
[2] Pan Handle and West Texas only.

MIDDLE WEST AREA

Illinois: 0–9–27; 0–10–20; 0–12–12; 0–14–7; 0–20–10; 0–20–20; 2–12–6; 3–9–18; 3–12–12; 3–18–9; 4–12–4 [1]; 4–12–8; 8–8–8; 10–6–4.

Indiana: 0–6–18 [2]; 0–9–27; 0–10–20; 0–12–12; 0–14–7; 0–20–10; 0–20–20; 2–12–6; 3–9–18; 3–12–12; 3–18–9; 4–12–4 [1]; 4–12–8; 5–10–10; 8–8–8; 10–6–4.

Iowa: 0–9–27; 0–10–20; 0–12–12; 0–14–7; 0–14–14; 0–20–10; 0–20–20; 2–12–6; 2–16–8; 3–9–18; 3–12–12; 3–18–9; 4–12–4 [1]; 4–12–8; 4–16–4; 8–8–8; 10–6–4.

Minnesota: 0–9–27; 0–10–20; 0–12–12; 0–12–24; 0–12–36; 0–14–7; 0–20–10; 0–30–15; 0–20–20; 2–12–6; 2–16–8; 3–9–18; 3–12–12; 3–18–9; 4–12–4 [1]; 4–12–8; 4–24–12; 4–16–16; 6–12–18; 8–8–8; 8–16–12; 10–6–4.

Ohio: 0–9–27; 0–10–20; 0–12–12; 0–14–7; 0–20–10; 0–20–20; 2–12–6; 3–9–18; 3–12–12; 3–18–9; 4–12–4 [1]; 4–12–8; 5–10–10; 8–8–8; 10–6–4.

Wisconsin: 0–6–18 [2]; 0–9–27; 0–10–20; 0–12–12; 0–14–7; 0–14–14; 0–20–10; 0–20–20; 2–12–6; 3–9–18; 3–12–12; 3–18–9; 4–12–4 [1]; 4–12–8; 6–6–18; 8–8–8; 10–6–4.

Michigan: 0–6–18 [2]; 0–9–27; 0–10–20; 0–12–12; 0–14–7; 0–14–14; 0–20–10; 0–20–20; 2–12–6; 2–16–8; 3–9–18; 3–12–12; 3–18–9; 4–12–4 [1]; 4–12–8; 4–16–4; 8–8–8; 10–6–4.

Missouri: 0–10–20; 0–12–12; 0–14–7; 0–20–10; 0–20–20; 2–12–6; 3–9–18; 3–12–12; 3–18–9; 4–12–4 [1]; 4–12–8; 5–10–10; 8–8–8; 10–6–4.

Kentucky: 0–12–12; 0–14–7; 0–20–10; 0–20–20; 2–12–6; 3–9–6; 3–12–12; 3–18–9; 4–12–0 [4]; 4–12–4 [3]; 4–12–8; 5–10–10; 6–8–6; 8–8–8; 10–6–4.

[1] Victory garden fertilizer only.
[2] To contain 700 pounds NaCl per ton.
[3] Victory garden fertilizer.
[4] Tobacco plant beds only.

PACIFIC COAST AREA

Arizona: 4–8–0 (manure base only); 4–12–4; 4–10–5; 6–10–4 [1]; 6–12–0; 6–18–0; 8–8–0; 8–12–0; 8–16–0; 10–10–0; 10–20–0; 10–38–0; 14–6–0.

California: 0–10–8; 0–10–12; 2–10–8; 4–6–8; 4–10–10; 4–12–4; 4–18–18; 5–12–5; 5–14–9; 6–9–6; 6–10–4 [1]; 6–12–8; 6–16–8; 8–0–12; 8–6–8; 8–8–4; 8–10–12; 10–5–5; 10–5–10; 10–10–0; 10–10–5; 10–12–10; 10–16–8; 10–20–0; 12–0–14; 12–6–0; 14–0–8; 15–8–4; 17–7–0.

Oregon: 0–12–20; 3–10–10; 3–10–20; 4–12–4; 4–12–8; 5–6–8; 5–10–10; 5–10–20; 6–10–4 [1]; 6–30–0; 10–10–0; 10–10–5; 10–16–8; 10–20–0; 12–12–0; 17–12–0; 17–4–4.

Washington: 0–12–20; 3–10–10; 3–10–20; 4–12–4; 4–12–8; 5–6–8; 5–10–10; 5–10–20; 6–10–4 [1]; 6–30–0; 10–10–0; 10–10–5; 10–16–8; 10–20–0; 12–12–0; 17–12–0; 17–4–4.

Idaho: 0–12–20; 3–10–10; 3–10–20; 4–12–4; 4–12–8; 5–6–8; 5–10–10; 5–10–20; 6–10–4 [1]; 6–12–0; 6–30–0; 10–10–0; 10–10–5; 10–16–8; 10–20–0; 12–12–0; 17–12–0; 17–4–4.

[1] Victory garden fertilizer.

TITLE 10—ARMY: WAR DEPARTMENT

CHANGE OF PART NUMBERS

Part designations used in War Department regulations published in Title 10 of the Code of Federal Regulations are changed as indicated in the list below.

As the figures preceding the decimal point in section numbers correspond with the respective part numbers, all section numbers in Title 10 are hereby amended to correspond with the new part numbers. All future amendments and additions to the regulations under this title will bear the new part and section numbers.

CHAPTER I—AID OF CIVIL AUTHORITIES AND PUBLIC RELATIONS

Part number		
Old	New	
1	101	Employment of Troops in Aid of Civil Authorities.
2	102	Relief Assistance.
3	103	Arrest and Confinement of Persons Not Subject to Military Law.
4	104	Relations with Agencies of Public Contact.
5	105	Safeguarding Technical Information.
6	106	Use of Military Telegraph Lines.
7	107	Manufacture of Decorations.
8	108	Competition with Civilian Bands.
9	109	Secrecy Surrounding Troop Movements.
10	110	Chaplains.
11	111	Assistance to Relatives and Others in Connection With Deceased Personnel.
12	112	Prisoners.
13	113	Assistance of Creditors by War Department.
14	114	Range Regulations for Firing Ammunition for Training and Target Practice.
15	115	Regulations for Correspondents, Technical Observers and Service Specialists Accompanying U. S. Army Forces in the Field.

CHAPTER II—AIRCRAFT

21	201	Use of Army Aircraft.
22	202	Assistance to Civil Aircraft.
23	203	Assistance to Aircraft of Foreign Registry.
24	204	Use of Other Than Government-Owned Aircraft.

CHAPTER III—CLAIMS AND ACCOUNTS

Part number		
Old	New	
30	300	Servicemen's Dependents Allowance.
31	301	Bonds of Accountable Officers.
32	302	Duplicate Checks.
33	303	Gratuity upon Death.
34	304	Military Court Fees.
35	305	Payment of Bills and Accounts.
36	306	Claims Against the United States.
37	307	Claims on Behalf of the United States.
38	308	Allotments of Pay.

CHAPTER IV—MILITARY EDUCATION

41	401	Citizens Military Training Camps.
42	402	Schools and Colleges.
43	403	Promotion of Rifle Practice.
44	404	Badges for Marksmanship, Gunnery, and Bombing.
45	405	Aviation Instructions at Non-Federal Establishments.

CHAPTER V—MILITARY RESERVATIONS AND NATIONAL CEMETERIES

51	501	List of Executive Orders and Proclamations Affecting Military Reservations.
52	502	Regulations Affecting Military Reservations.
53	503	National Cemeteries.
54	504	Army Exchanges.
55	505	Motion Picture Service.
56	506	Post Cemeteries.
57	507	Service Clubs Hostesses and Librarians.

CHAPTER VI—ORGANIZED RESERVES

61	601	Officers' Reserve Corps.
62	602	Reserve Officers Training Corps.
63	603	Regular Army Reserve.
64	604	Enlisted Reserve Corps.

CHAPTER VII—PERSONNEL

70	700	Army Nurses, Dietitians and Physical Therapy Aides.
71	701	Recruiting and Induction for the Army of the United States.
72	702	Contract Surgeons and Civilian Veterinarians.
73	703	Appointment o. Commissioned Officers, Warrant Officers and Chaplains.
74	704	Enlistment of Aviation Cadets.
75	705	Admission to the United States Military Academy.
76	706	Care and Disposition of the Insane.
77	707	Medical and Dental Attendance.
78	708	Decorations, Medals, Ribbons and Similar Devices.
79	709	Prescribed Service Uniform.
79b	711	Women's Army Corps

CHAPTER VIII—PROCUREMENT AND DISPOSAL OF EQUIPMENT AND SUPPLIES

81	800	Procurement of Military Supplies.
81	801	General Instructions.
81	802	General Purchase Policies.
81	803	Contracts.
81	804	Bonds and Insurance.
81	805	Foreign Purchases.
81	806	Interbranch and Interdepartmental Purchases.
81	807	Disposition of Property.
81	808	Federal, State, and Local Taxes.
81	809	Labor.
81	810	Plant Facilities Expansions.
81	811	Miscellaneous Purchase Instructions.
81	812	Renegotiation and Price Adjustment.
81	813	Forms of Contracts.
81	814	Requisitioning of Personal Property.
88	815	Termination of Contracts for the Convenience of the Government.
81	816	Priorities.
84	824	Loans and Transfers of Equipment.
85	825	Veterinary Station Service.
86	826	Printing and Binding.
87	827	Electricity, Gas, and Water.
88	828	Sale of Salvage, Supplies, and Services.

CHAPTER IX—TRANSPORT

Part number		
Old	New	
91	901	General Transport Regulations.
92	902	Charter and Redelivery of Vessels.
93	903	Transportation of Individuals.
94	904	Priorities for Air Transportation.

CHAPTER X—AREAS RESTRICTED FOR NATIONAL DEFENSE PURPOSES

101	1001	Control of Flying Within Vital Defense Areas.
102	1002	Control of Lighting Within Restricted Zones.
103	1003	War Relocation Projects.
104	1004	Exclusion of Persons of Japanese Ancestry.
105	1005	Establishment of Military Areas

[SEAL] J. A. ULIO,
Major General,
The Adjutant General.

[F. R. Doc. 44–9941; Filed, July 6, 1944; 9:57 a. m.]

TITLE 32—NATIONAL DEFENSE

Chapter VI—Selective Service System

[Amdt. 244, 2d Ed.]

PART 622—CLASSIFICATION

IDENTIFICATION OF LIMITED SERVICE REGISTRANTS

Pursuant to authority contained in the Selective Training and Service Act of 1940, as amended, Selective Service Regulations, Second Edition, are hereby amended in the following respect:

Amend § 622.82 to read as follows:

§ 622.82 *Identifying certain registrants in Class I–A, Class I–A–O, and Class IV–E found qualified for limited service only.* When a selected man in Class I–A, Class I–A–O, or Class IV–E has been found qualified for limited service at the induction station, he shall be identified in all records by following his classification with the letter "(L)" so long as he remains classified in Class I–A, Class I–A–O, or Class IV–E. While such registrant is retained in Class I–A, he shall be identified thus, "Class I–A (L)." While such registrant is retained in Class I–A–O, he shall be identified thus, "Class I–A–O (L)." While such registrant is retained in Class IV–E he shall be identified thus, "Class IV–E (L)."

The foregoing amendment to the Selective Service Regulations shall be effective within the continental United States immediately upon the filing hereof with the Division of the Federal Register and shall be effective outside the continental limits of the United States on the 30th day after the date of filing hereof with the Division of the Federal Register.

LEWIS B. HERSHEY,
Director.

JULY 5, 1944.

[F. R. Doc. 44–9972; Filed, July 6, 1944; 3:47 p. m.]

[Amdt. 245, 2d Ed.]

PART 652—ASSIGNMENT AND DELIVERY OF PERSONS TO WORK OF NATIONAL IMPORTANCE UNDER CIVILIAN DIRECTION

CONSCIENTIOUS OBJECTOR REPORT

Pursuant to authority contained in the Selective Training and Service Act of 1940, as amended, Selective Service Regulations, Second Edition, are hereby amended in the following respect:

Amend paragraphs (b) and (c) and add paragraph (d) to § 652.1 to read as follows:

§ 652.1 *Report of conscientious objector to Director of Selective Service.*

* * *

(b) When a registrant is classified in Class IV–E and identified by following his classification with the letter "(L)" and his classification is not under consideration on appearance, reopening, or appeal, and the time in which he is entitled to request an appearance or take an appeal has expired, and his order number is reached in the process of selecting Class I–A and Class I–A–O registrants to report for induction whose classifications are identified with the letter "(L)," the local board shall immediately notify the Director of Selective Service on Conscientious Objector Report (Form 48) that the registrant is available for assignment to work of national importance under civilian direction.

(c) Four copies of the Conscientious Objector Report (Form 48) shall be filled out and signed by a member of the local board. Under "Remarks" the local board should add any additional information that might aid in the proper assignment of the registrant. The original and two copies of the Conscientious Objector Report (Form 48) shall be mailed to the State Director of Selective Service and the remaining copy retained in the registrant's Cover Sheet (Form 53). The State Director of Selective Service shall immediately transmit the original and one copy of the Conscientious Objector Report (Form 48) to the Director of Selective Service and shall file the remaining copy.

(d) Until such time as his defects have been corrected, no Conscientious Objector Report (Form 48) shall be filled out or used for a registrant who, according to the report of the examining physician, will be qualified for general service after satisfactory correction of specified remediable defects.

The foregoing amendment to the Selective Service Regulations shall be effective within the continental United States immediately upon the filing hereof with the division of the Federal Register and shall be effective outside the continental limits of the United States on the 30th day after the date of filing hereof with the Division of the Federal Register.

LEWIS B. HERSHEY,
Director.

JULY 5, 1944.

[F. R. Doc. 44-9973; Filed, July 6, 1944; 3:47 p. m.]

Chapter VIII—Foreign Economic Administration

Subchapter B—Export Control

[Amdt. 190]

PART 811—BLANKET LICENSE "BLT"

DESIGNATED COMMODITIES

Paragraph (f) of § 811.2 *General provisions* is hereby amended by adding to the list of commodities set forth therein the following commodities:

Commodity	*Schedule B No.*
Dairy products:	
Cheese, processed, blended and spreads	0067.50
Cheese, other (include in original loaves)	0067.90
Milk and cream, condensed (sweetened)	0061.00
Milk and cream, evaporated (unsweetened)	0062.00
Milk, skimmed, dried	0064.00
Milk, whole, dried	0063.00
Electrical machinery and apparatus:	
Refrigerators, commercial up to one ton, with or without cabinet	7058.00
Commercial refrigerator parts	7059.00
Fish:	
Clams and oysters, canned	0088.05
Cod, haddock, hake, pollock and cusk, canned	0086.01
Crab meat and crabs, canned	0088.03
Herring, canned	0086.03
Lobster, canned	0088.01
Salmon, canned	0084.00
Sardines, canned	0085.00
Shrimp, canned	0087.00
Other shellfish canned	0088.98
Other canned fish, except shellfish	0086.98
Industrial machinery:	
Air conditioning units, self-contained and parts	7657.00
Air conditioning equipment and parts, other (include refrigerating apparatus, blowers, ventilating machinery when part of a complete air conditioning installation)	7858.00
Ice making equipment and parts	7650.00
Refrigerating equipment and parts, not over one ton capacity	7652.00
Refrigerating equipment and parts, over one but not over ten tons capacity	7653.00
Refrigerating equipment and parts, over ten tons capacity	7654.00
Leather manufactures:	
Boots and shoes, infants' and children's	0648.00
Boots and shoes, men's, McKay sewed	0645.10
Boots and shoes, men's, stitchdown	0645.40
Boots and shoes, men's, welt	0645.30
Boots and shoes, men's, n. e. s.	0645.90
Boots and shoes, women's and misses', McKay sewed	0647.10
Boots and shoes, women's and misses', stitchdown	0647.40
Boots and shoes, women's and misses', turn or turned	0647.20
Boots and shoes, women's and misses', with cemented soles (compo, argo, stuck-on, etc.)	0647.50
Boots and shoes, women's and misses', welt	0647.30
Boots and shoes, women's and misses', n. e. s.	0647.90
Boots and shoes, youths' and boys'	0646.00
Boots, shoes and other footwear, leather soled, with uppers of material other than leather	0656.10
Slippers for house wear, all leather	0650.00
Meat products:	
Pork, canned	0037.00
Sausage, bologna and frankfurters, canned	0038.00
Meat products—Continued.	
Canned meats other than beef, chicken, pork and sausage	0039.09
Wool:	
Carpet wools	3609.03
Clothing wool	3609.05
Combing wool	3609.07
Hair, angora goat (mohair), alpaca and other like hair	3609.11
Wool noils and waste (including garnetted, picked and carded mill waste)	3626.00
Wool or hair tops	3628.00
Wool rags, woven and knit	3622.00
Wool manufactures:	
Bathing suits, wool knit	3675.00
Blankets, wool (include steamer rugs)	3666.00, 3666.01
Carpets and rugs of wool	3662.00
Cloth and dress goods	3642.01, 3642.00
Felts, wool, not woven	3663.00
Felts, wool, woven for machines	3664.00
Mohair cloth	3643.01, 3643.00
Overcoats, suits and pants, boys'	3680.98
Overcoats, suits and pants, men's	3680.05
Women's and children's wool clothing, not knit	3681.00
Knit wearing apparel, n. e. s. (except neckwear)	3679.00
Fabrics, other (include camel hair fabrics)	3649.00
Wool or mohair manufactures, n. e. s. (include camel's hair manufactures, n. e. s.)	3689.00

(Sec. 6, 54 Stat. 714; Pub. Law 75, 77th Cong.; Pub. Law 238, 77th Cong.; E.O. 9361, 8 F.R. 9861; Order No. 1, 8 F.R. 9938; E.O. 9380, 8 F.R. 13081; Delegation of Authority No. 20, 8 F.R. 16235; Delegation of Authority No. 21, 8 F.R. 16320)

Dated: June 30, 1944.

S. H. LEBENSBURGER,
Director,
Requirements and Supply Branch,
Bureau of Supplies

[F. R. Doc. 44-9985; Filed, July 7, 1944; 11:11 a. m.]

[Amdt. 191]

PART 802—GENERAL LICENSES

MISCELLANEOUS AMENDMENTS

Part 802 *General Licenses* is hereby amended in the following particulars:

Paragraph (a) of § 802.3 *General license country groups* is hereby amended to read as follows:

(a) The following general license country groups are hereby designated:

GROUP K

Afghanistan	79
Aldabra Is. (Seychelles)	53
Amirantes Is. (Seychelles)	53
Anguilla (Leeward Islands)	45
Antigua (Leeward Islands)	45
Aruba (Curaçao)	10
Ascension Is. (St. Helena)	52
Ashanti (British W. Africa)	34
Australia	26
Bahama Islands (British West Indies)	27
Bahrein Islands	67
Baluchistan (India)	43
Barbados (British West Indies)	28
Barbuda (Leeward Is.)	45
Bay Is. (Honduras)	16
Belgian Congo	66
Bermuda	29
Bhutan (India)	43
Bolivia	5
Bonaire (Curaçao)	10
Brazil	6

GROUP K—Continued

British Cameroons (Br. W. Africa)	34
British East Africa (including Kenya, Uganda, Nyasaland, Zanzibar, and Tanganyika [mandated territory])	30
British Guiana	31
British Honduras	32
British Oceania (see Oceania, Br.) (except New Hebrides)	54
British Togoland (Br. W. Africa)	34
British Virgin Islands (Leeward Islands)	45
British West Africa (including Nigeria, British Cameroons [mandated territory], Gambia, Sierra Leone, Gold Coast, [including Ashanti and Northern Territory], and British Togoland [mandated territory])	34
Caicos Islands (Jamaica)	44
Cayman Islands (Jamaica)	44
Ceylon (including Maldive Islands)	36
Chagos Is. (Mauritius)	46
Chile	7
China (Free)	65
Clipperton Is. (French Oceania)	71
Colombia	8
Cook Islands (New Zealand)	48
Costa Rica	9
Cozumel Is. (Mexico)	17
Cuba	3
Curaçao (including the islands of Aruba, Bonaire, Saba, St. Eustache and St. Martin (southern part)	10
Desirade (French West Indies)	69
Diego Garcia Is. (Mauritius)	46
Dominica (Windward Islands)	58
Dominican Republic	11
Dutch Guiana (Surinam)	22
Easter Is. (Chile)	7
Ecuador	12
El Salvador	13
England	2
Falkland Islands (including South Georgia, South Orkney, South Sandwich, South Shetland Islands)	39
Farquhar Is. (Seychelles)	53
Fernando Noronha Is. (Brazil)	6
Fiji Islands (Oceania, British)	54
French Guiana	68
French Oceania (All Fr. Possessions in the Pacific)	71
French West Indies (including Desirade, Les Saintes, Martinique, Marie Galante, St. Martin (northern part, St. Bartholomew and Guadeloupe)	69
Friendly Islands (Oceania, British)	54
Galapagos Is. (Ecuador)	12
Gambia (Brit. W. Africa)	34
Gambier Is. (Fr. Oceania)	71
Gibraltar	41
Gilbert & Ellice Islands (Oceania, British)	54
Gold Coast, including Ashanti and Togoland under British Mandate (Brit. W. Africa)	34
Gough Is. (St. Helena)	52
Gozo	115
Great Britain and Northern Ireland	2
Greenland	61
Grenadines (Windward Islands)	58
Grenada (Windward Islands)	58
Guadeloupe (French West Indies)	69
Guatemala	14
Haiti	15
Honduras	16
Iceland	62
Inaccessible Is. (St. Helena)	52
India (including, Baluchistan, Bhutan, Turks Islands)	44
Jamaica (including Caicos, Cayman, and Turks Islands	44
Juan Fernandez Is. (Chile)	7
Katar	118
Kenya (Br. E. Africa)	30
Kuwait	40
Labrador (that part under Newfoundland authority)	47
Leeward Islands (including Antigua, Barbuda, Redonda, St. Christopher (St. Kitts) Island, Nevis Island, Anguilla Island, Montserrat and Brit. Virgin Islands)	45
Les Saintes (French West Indies)	69

GROUP K—Continued

Liberia	75
Loyalty Is. (Fr. Oceania)	71
Maldive Islands (Ceylon)	36
Malta and Gozo	115
Marie Galante (French West Indies)	69
Marquesas Is. (Fr. Oceania)	71
Martinique (French West Indies)	69
Mauritius (including Chagos, Rodrigues Is., and Diego Garcia Island)	46
Mexico	17
Miquelon and St. Pierre	70
Montserrat (Leeward Is.)	45
Nepal (India)	43
Netherlands Guiana (Surinam)	22
Netherlands West Indies	10
Nevis Island (Leeward Is.)	45
New Caledonia Is. (Fr. Oceania)	71
Newfoundland (including that part of Labrador under Newfoundland authority)	47
New Hebrides (British and French Condominium)	122
New Zealand (including Cook Islands)	48
Nicaragua	18
Nigeria (Brit. W. Africa)	34
Nightingale Is. (St. Helena)	52
Norfolk Island	49
Northern Ireland (Gr. Britain)	2
Northern Rhodesia	50
Nyasaland (Brit. E. Africa)	30
Oceania, British (including British Solomon Islands, Fiji Islands, Gilbert and Ellice Islands, Pitcairn Island, Tonga or Friendly Island, Santa Cruz Islands)	54
Panama	19
Papua	49
Paraguay	20
Peru	21
Pitcairn Island (Oceania, British)	54
Raiatea Is. (Fr. Oceania)	71
Rapa Is. (Fr. Oceania)	71
Redonda Is. (Leeward Is.)	45
Revilla Is. (Mexico)	17
Rodriguez Is. (Mauritius)	46
Saba (Curacao)	10
St. Bartholomew (French West Indies)	69
St. Christopher (St. Kitts) Is. (Leeward Is.)	45
St. Eustache (Curaçao)	10
St. Helena (including Ascension, Gough, in accessible, Nightingale, and Tristan da Cunha Islands)	52
St. Kitts (Leeward Is.)	45
St. Lucia (Windward Is.)	58
St. Martin (part) (Curaçao)	10
St. Martin (French West Indies)	69
St. Paul Is (Brazil)	6
St. Pierre and Miquelon	70
St. Vincent (Windward Is.)	58
Sala-y-Gomez Is. (Chile)	7
Samoa, Western (Mandated territory, New Zealand)	*123
San Ambrosio Is. (Chile)	7
San Felix Is. (Chile)	7
Sandwich Is. (Falkland Is.)	39
Santa Cruz Is. (Oceania, Br.)	54
Scotland	2
Seychelles and Dependencies	53
Sierre Leone (Br. W. Africa)	34
Society Is. (Fr. Oceania)	71
Solomon Islands (Br. Oceania)	54
Solomon Islands (Australian New Guinea)	49
Sombrero Is. (Leeward Is.)	45
South Georgia (Falkland Is.)	39
South Orkney Is. (Falkland Is.)	39
South Sandwich Islands	39
South Shetland Is. (Falkland Is.)	39
Southern Rhodesia	55
South Africa (including South West Africa Mandated Territory)	57
Surinam	22
Tahiti (Fr. Oceania)	71
Tanganyika (Brit. E. Africa)	30
Tasmania (Australia)	26
Tobago (and Trinidad) (British West Indies)	56
Togoland under British Mandate (British West Africa)	34
Tonga Island (Oceania, British)	54
Tortue Is. (Haiti)	15

GROUP K—Continued

Trinidad and Tobago (British West Indies)	56
Trindad Is. (in South Atlantic) (Brazil)	6
Tristan da Cunha Islands (St. Helena)	52
Trucial Oman	119
Tuamotu (Fr. Oceania)	71
Tubual (Fr. Oceania)	71
Turks Islands (Jamaica)	44
Uganda (Brit. E. Africa)	30
Union of South Africa	57
United Kingdom and Northern Ireland	2
Uruguay	23
Venezuela	24
Wallis Archipelago (French Oceania)	71
Western Samoa (Mandated territory, New Zealand)	*123
Windward Islands (including Grenada, Grenadines, Dominica, and St. Vincent)	58
Zanzibar (British E. Africa)	30

GROUP V

Argentina	4
Bay Island (Honduras)	16
Bolivia	5
Brazil	6
Chile	7
Colombia	8
Costa Rica	9
Cozumel Island (Mexico)	17
Cuba	3
Dominican Republic	11
Easter Island (Chile)	7
Ecuador	12
El Salvador	13
Fernando Noronha Island (Brazil)	6
Galapogos Is (Ecuador)	12
Guatemala	14
Haiti	15
Honduras	16
Juan Fernandez Island (Chile)	7
Mexico	17
Nicaragua	18
Panama	19
Paraguay	20
Peru	21
St. Paul Island (Brazil)	6
Sala-y-Gomez Island (Chile)	7
San Ambrosio Island (Chile)	7
San Felix Island (Chile)	7
Tortue Island (Haiti)	15
Trinidad Island (Brazil)	6
Uruguay	23
Venezuela	24

GROUP G

Cameroons (French)	72
French Equatorial Africa	73
Madagascar	92
Reunion	95
Russia	76

GROUP M

Aden	25
Anglo-Egyptian Sudan	60
Arabia (Saudi)	81
British Somaliland	111
Cyprus	37
Egypt	59
Eritrea	112
Ethiopia	113
French Somaliland (French Somali Coast)	114
Iran	80
Iraq	74
Italian Somaliland	116
Kameran Island (Aden)	25
Khorya-Morya Island (Aden)	25
Lebanon (Syria)	78
Libya	117
Palestine	51
Perim Island (Aden)	25
Saudi Arabia	81
Sokotra Island (Aden)	25
Sudan, Anglo-Egyptian	60
Syria	78
Trans-Jordan	51
Yemen	120

Section 802.13 *Ship and plane stores, supplies and equipment* is hereby amended in the following particulars:

1. By deleting from subdivision (i) of subparagraph (2) of paragraph (a) thereof the words "and food stores in any amount", and

2. By amending that part of subparagraph (1) of paragraph (b) beginning with the words "A general license" and ending with the words "scheduled return voyage:" to read as follows:

(1) A general license is hereby granted authorizing the exportation of food stores for consumption on vessels during the outgoing and any immediate scheduled return voyage:

3. By adding to paragraph (b) thereof subparagraph (5) as follows:

(5) Upon specific authorization to Collectors of Customs by the Foreign Economic Administration food stores in excess of the amounts otherwise authorized in this section may be exported under this general license.

(Sec. 6, 54 Stat. 714; Pub. Law 75, 77th Cong.; Pub. Law 238, 77th Cong.; E.O. 9361, 8 F.R. 9861; Order 1, 8 F.R. 9938; E.O. 9380, 8 F.R. 13081; Delegation of Authority 20, 8 F.R. 16235; Delegation of Authority 21, 8 F.R. 16320)

S. H. LEBENSBURGER,
Director,
Requirements and Supply Branch,
Bureau of Supplies.

[F. R. Doc. 44-9986; Filed, July 7, 1944; 11:11 a. m.]

Chapter IX—War Production Board

Subchapter B—Executive Vice-Chairman

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. . as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 1075—CONSTRUCTION

[Conservation Order L-41, Amdt. 1]

HOUSING

Section 1075.1 *Conservation Order L-41*, Schedule C is hereby amended by deleting the words "Housing, except farm housing and hotels" and by substituting "Housing covered by WPB Directive No. 24".

Issued this 7th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9981; Filed, July 7, 1944; 11:08 a. m.]

PART 1075—CONSTRUCTION

[Conservation Order L-41, Interpretation 8]

INSTALLATION OF PROCESSING MACHINERY

The following interpretation is issued with respect to Conservation Order L-41:

Paragraph (a) of Direction 2 to L-41 permits the installation of a piece of processing machinery or equipment under certain conditions. Paragraph (b) of that Direction permits the relocation of a piece of processing machinery or equipment or building service equipment within a plant under certain conditions.

If the installation of a piece of processing machinery or equipment satisfies the provisions of paragraph (a) of Direction 2, it may be made. The fact that the piece of processing machinery was formerly used in another plant belonging to the same owner or in the same plant does not prevent installation under paragraph (a).

Issued this 7th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9982; Filed, July 7, 1944; 11:08 a. m.]

PART 1075—CONSTRUCTION

[Conservation Order L-41, Interpretation 9]

INSTALLATION OF EQUIPMENT AND FIXTURES

The following interpretation is issued with respect to Conservation Order L-41:

Paragraph (b) of L-41 describes the kind of work which is covered by the order under the term construction. It specifically states that "the installing of equipment or fixtures" is construction and is covered by L-41.

This means that if a piece of equipment or a fixture is attached to a building and used as a part of the building, or if a piece of equipment or a fixture is so firmly attached to the building that removal would result in material injury to the building or the fixture, construction under L-41 is involved and the limitations of L-41 apply.

The following kinds of installations are construction under L-41:

The installation of any piece of equipment or fixture which is attached to the plumbing system of a building; the installation of any piece of equipment or fixture which involves putting new wiring in a building; the installation of any piece of equipment or fixture for which a base or foundation must be built; the installation of any piece of equipment or fixture cemented to a floor or wall of a building; the installation of a furnace or stoker connected by pipes or flues or wiring to the building.

The following kinds of installations are not construction under L-41:

The installation of a counter, table or booth which is attached to the building only by nails or screws and which can be removed as a unit and will only make it necessary to fill up the holes left by the nails or screws (however, if the counter contains equipment which is attached to the plumbing system, construction is involved); the installation of a piece of equipment or fixture which requires only making a connection to an existing wiring outlet (if new wires must be run or a new outlet built into the wall or ceiling, construction is involved).

These examples illustrate the general principles. In case of doubt as to a particular installation, consult the nearest WPB office or file an application for permission to do the work, if the cost of the work plus the cost of other construction already done on the building during the calendar year exceeds the allowance given under the applicable paragraph of section (c) of L-41.

Issued this 7th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9983; Filed, July 7, 1944; 11:08 a. m.]

PART 3290—TEXTILES, CLOTHING AND LEATHER

[General Conservation Order M-310, General Direction 1, as Amended July 7, 1944]

CHANGE IN PERCENTAGE OF MANUFACTURERS' BENDS TO BE SET ASIDE

The following general direction is issued pursuant to General Conservation Order M-310:

The percentage of manufacturers' bends to be set aside under paragraph (e) (2) is changed to 15% beginning with July 1944.

Issued this 7th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-9984; Filed, July 7, 1944; 11:08 a. m.]

PART 3291—CONSUMERS DURABLE GOODS

[Supplementary Limitation Order L-30-d, as Amended July 6, 1944]

MISCELLANEOUS COOKING UTENSILS AND OTHER ARTICLES

§ 3291.165 *Supplementary Limitation Order L-30-d*—(a) *Definitions.* For the purposes of this order:

(1) "Manufacturer" means any person who produces or assembles any article listed on Schedule A or Schedule B attached to this order, or any part for any such article.

(2) "To produce" or "to assemble" an article does not include the application of a coating or finish or the attaching of bails, handles, spouts or ears to articles which are otherwise completed.

(3) "To put into process" means for a person to perform the first manufacturing or assembly operations on material or parts received by him.

(4) "Base period" means the twelve months ending June 30, 1941.

(5) "Joining hardware" means nuts, screws, nails, bolts, clasps, rivets and other similar items of small hardware used for joining or other similar purposes.

(6) "Repair parts" means any part for an article or product which is not produced for or used in a new article or product.

(7) "Preferred order" means any purchase order, contract, or subcontract for delivery to or for the account of the Army or Navy of the United States, the United States Maritime Commission, or the War Shipping Administration.

(b) *Prohibition of production of articles on Schedule A.* No manufacturer shall produce or assemble any of the articles listed on Schedule A or parts (including repair parts) for such articles containing any metal.

(c) *Restrictions on production of articles on Schedule B.* No manufacturer shall produce or assemble any articles listed on Schedule B or any parts (including repair parts) for such articles containing any metal except in accordance with the provisions of that schedule.

(d) *Exceptions.* (1) The provisions of paragraphs (b) and (c) do not apply to (i) articles produced to fill preferred orders; (ii) articles containing not more than 5% by weight of iron and steel, including joining hardware; (iii) articles covered by other orders in the L-30 series, as amended from time to time, or by supplements or directions issued under those orders; or (iv) articles produced from iron or steel which, on November 17, 1942, had been cut, blanked or otherwise formed to size or shape for the articles, and is not in mill standard gauges and sizes.

(2) The War Production Board from time to time may issue directions under this order controlling the production of articles it covers. When a direction is issued its provisions will supersede the provisions of this order for the articles it covers, unless the direction states otherwise.

(e) *Provisions concerning distribution.* (1) For the purpose of this paragraph (i) "Special order" means a rated purchase order or contract bearing a statement that the preference ratings were assigned pursuant to Form WPB-547 (formerly PD-1X). It is the policy of the War Production Board to assign such ratings only to take care of emergencies or to fill special needs arising from war conditions.

(ii) "Total quarterly production" means either the total dollar value or the total number of units of each article produced under this order during a calendar quarter. Articles produced or sold on preferred orders shall be disregarded in this calculation.

(2) Of his total quarterly production of any article each manufacturer shall allocate his sales so that 25% are sold on special orders and 75% on other orders. Fifteen days after the end of the quarter any balance of the 25% for which he has no special orders may be sold on other orders. For example, articles produced in the third quarter and held for sale on special orders may be sold on or after October 15th on other orders.

(3) It is hereby declared to be the policy of the War Production Board that each manufacturer shall distribute equitably all articles sold on other than special orders. In line with this policy, each manufacturer should follow his 1942 pattern of distribution, making any adjustments necessary to take care of population and other changes resulting from war conditions. Upon complaint of any person or without such complaint, the War Production Board may investigate any case of supposed failure of any person to distribute his product equitably, and may issue such instructions as are necessary to obtain equitable distribution. Any instructions pursuant to this paragraph to be valid must be in writing.

(4) [Deleted July 6, 1944.]

(5) In complying with the provisions of subparagraph (3) above, each manufacturer shall fill all rated orders (other than special orders) in accordance with applicable War Production Board regulations. However, it should be noted that under Priorities Regulation No. 3, as amended, articles produced under this order are not subject to preference ratings assigned by any regulations or orders of the War Production Board for maintenance, repair or operating supplies (including CMP Regulation Nos. 5 and 5A).

(f) *Applicability of other orders and regulations.* This order and all transactions affected thereby are subject to all applicable regulations of the War Production Board. If any other order of the War Production Board limits the use of any material in the production of articles covered by this order to a greater extent than this order or any direction issued under it, the other order shall govern unless there is a provision stating otherwise.

(g) *Appeals.* Any appeal from this order should be made on Form WPB-1477 (formerly PD-500) and should be filed with the field office of the War Production Board for the district in which is located the plant to which the appeal relates.

(h) *Violations.* Any person who wilfully violates any provision of this order or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control, and may be deprived of priorities assistance.

(i) *Reports.* On or before January 20, April 20, July 20, and October 20 of each year, each manufacturer shall file with the War Production Board, Form WPB-1600, showing his production, shipment and inventory during the preceding quarter, of articles produced in accordance with Schedule B. This reporting provision has been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(j) *Communications.* All reports required to be filed hereunder, and all communications concerning this order shall, unless otherwise directed, be addressed to the War Production Board, Consumers Durable Goods Division, Washington 25, D. C., Ref: L-30-d.

Issued this 6th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

SCHEDULE A: *Prohibited articles.* The production of the following articles is prohibited in accordance with the provisions of paragraph (b) of this order, except as provided in paragraph (d):

Cake coolers
Camp grids
Candlesticks
Carpet beaters
Closet accessories, except coat and hat hooks, boot and shoe trees, garment bags and garment hangers
Clothes pins
Concrete garbage receptacle containing more than 5 percent, by weight, of metal, exclusive of the weight of separate bases or blocks
Cup frames
Curtain rods and fixtures and drapery attachments
Cuspidors and spittoons
Dish pans
Dust pans, silent butlers and crumb sets
Fly swatters
Funnels
Household storage articles (all articles designed for the storage of foods or household supplies, including but not limited to, vegetable bins, canisters, spice sets, bread boxes, cake covers or safes, holders for salt, soap or cleanser cartons, step-on cans and window boxes for the storage of food, but excluding (i) pails, buckets and tubs; and (ii) containers designed for the packing, shipment or delivery of materials or products of any kind, including but not limited to, cans as defined in Conservation Orders M-81 or M-135, glass containers or closures as defined in Limitation Order L-103, and drums as defined in Limitation Order L-197
Picnic stoves
Pot chains
Pot cover holders
Sink accessories, including but not limited to, sink drainers, dish drainers, rinsing pans and pot scourers (except pot scourers produced from wire scrap only)
Soap savers and soap dishes
Toilet paper holders
Tooth brush holders
Towel bars and racks
Wash boards

SCHEDULE B. *Permitted articles.* The production of the articles listed must conform to the restrictions of this schedule in accordance with the provisions of paragraph (c) of Order L-30-d, except as provided in paragraph (d) of that order.

No manufacturer shall produce or assemble any article falling within any class in column (1) or any part for such article, containing any metal, except articles listed in column (2) conforming to the restrictions of column (3) and containing only the metals listed in column (4).

Definitions of terms used in column (4)

"Iron and steel" means unalloyed iron and steel.

"Black steel" means uncoated, polished or lacquered carbon steel. It does not include any steel which has a metal or vitreous-enameled coating.

"Plated" means that the iron or steel may be plated with another metal when not prohibited by any M Order or any other Order of the War Production Board.

"Specified materials" means iron or steel which falls within one or more of the following classes:

(i) Iron or steel obtained pursuant to a special sale as defined in Priorities Regulation No. 13, and in accordance with the terms of that regulation;

(ii) Top cuts of steel (being that portion of steel in ingot normally discarded as not meeting special quality requirements of the customer's order for which it was melted);

(iii) Bessemer processed steel;

(iv) Sheet mill seconds, rejects and wasters, 28-gauge and heavier;

(v) Tin mill black plate rejects, 29 and 30-gauge;

(vi) Iron or steel obtained from a warehouse (as defined in Conservation Order M-21-b):

(vii) Rerolled rail steel.

(viii) Scroll-sheer butts and slitter waste;

(ix) Wire shorts and rejects.

Quarterly quotas of iron and steel. Except in fulfillment of preferred orders, no manufacturer shall put into process during any calendar quarter, beginning July 1, 1943, more iron and steel, by weight, in the production of any articles listed in column (2) and parts for such articles, than the percentage specified in column (5) of the average quarterly amount of iron and steel, by weight, put into process by him in the production of such articles and parts during the base period. Unless otherwise noted, the base period production shall include all articles of the type listed in column (2) produced by him in the base period, whether or not they conformed to the limitations of columns (3) and (4).

In addition to his quota as explained above, a manufacturer may put into process in the production of any articles during any calendar quarter any unused part of his previous quarter's quota of iron and steel for such articles.

NOTE: "Kitchen tools" and "Garment hangers" amended July 6, 1944.

(1) Class of articles	(2) Permitted type in each class	(3) Restrictions on size, weight, etc.	(4) Permitted metals	(5) Quarterly quotas
Miscellaneous cooking utensils (any utensil containing more than 10% by weight, of metal which is designed primarily for use in the preparation or cooking of food, whether for household, institutional, commercial, governmental or any other purpose.	Utensils containing more than 10% but less than 20% of metal, by weight.		Iron and steel; plated	100% plus 5% for repair parts.
	Frying pans	Top diameter—8 to 12 inches, inclusive.	Black steel	50%.
	Baking pans of a type designed for household use.		Black steel; only Bessemer, tin mill black plate rejects or material in inventory on July 17, 1943.	July to Sept., 1943—50%; Oct. to Dec., 1943, and thereafter—25%.
	Baking pans of a type designed for use and reuse in commercial bakeries and institutions.		Tin plate and black steel	75%.
	Heavy duty roast pans	Without covers; capacity—675 cubic inches to 2600 cubic inches, inclusive; two or three reinforcing straps; wired edges	Black steel	35%.
	Pressure canners	See Direction 1.	See Direction 1.	See Direction 1.
	Basting spoons	Over-all length, 14 to 21 inches, inclusive.	Bessemer steel; plated	35%.
	Cake turners	Over-all length, 13 to 21 inches, inclusive.	Bessemer steel; plated	35%.
	Can openers, household type		Iron and steel; plated; zinc	100%.
	Can openers, institutional type.		Iron and steel; plated; zinc; bronze bearings and bushings.	35%.
	Egg beaters, rotary type	Over-all length, 10 inches or more.	Iron and steel; plated	35%.
	Flour sieves	With wood rims	Iron and steel	35%.
	Food choppers and grinders		Iron and steel; tinned, if permitted under Order M-43, or under relief granted pursuant to an appeal from that Order.	75%.
	Food mills		Iron and steel; plated	35%.
	Ice cream dippers, commercial type.		Iron and steel; plated; die-cast zinc gears.	15%.
	Ice picks	Wood handles; metal in ferrules and blades only; length of blade, including part in handle—5½ inches or less.	Iron and steel	50%.
	Jar wrenches	No rubber; not more than 12 oz. of metal.	Iron and steel; plated	35%.
	Scoops, commercial type	Iron and steel in blade only; Over-all length—6 to 10 inches, inclusive.	Iron and steel; plated; only specified materials or material in inventory on March 26, 1943.	35%.
	Wire strainers		Iron and steel; plated	35%.
	Wire whips, commercial type.	Over-all length—12 inches or more.	Iron and steel; plated	35%.
	Repair parts for any kitchen tool.		Any metal, subject to applicable M Orders.	5% of metal in such tool in base period.
Clothes wringers (except wringers which are integral parts of power-driven equipment as covered by Limitation Orders L-6 and L-91, as amended from time to time).	Hand clothes wringers	Weight—18 pounds or less; not more than 50% of metal, by weight.	Iron and steel	30%, plus 5% for repair parts.
Carpet sweepers	Carpet sweepers	Containing 1½ pounds of metal or less.	Iron and steel	30%.
Vacuum bottles and jugs	Vacuum bottles with capacity of one quart or less.		Iron and steel; plated; zinc and aluminum to the extent permitted by applicable M Orders.	75%.
Lunch boxes and dinner pails	Workers' lunch boxes of a type designed to hold a vacuum bottle.	28-gauge or lighter	Iron and steel; only specified materials and material in inventory on July 17, 1943.	July-Sept., 1943 and Oct.-Dec. 1943—100%; Jan.-Mar., 1944 and thereafter—75%.
	Miners' dinner pails		Iron and steel; tinplate for water compartment only, if permitted under Order M-21-e or under relief granted pursuant to an appeal from that Order.	July-Sept., 1943, and Oct.-Dec. 1943 100% of average quarterly number of units in base period; Jan. to Mar., 1944 and thereafter—75% of same.
Garment hangers	Garment hangers		Iron and steel	35%.
Pails, buckets and tubs, except: (i) pails or tubs designed expressly for use as packing or shipping containers; and (ii) dairy pails	Pails, buckets and tubs	Metal in hoops, bails, ears, handles and joining hardware only, not exceeding 15% of total weight.	Iron and steel; zinc coated	Unlimited.

INTERPRETATION 1: Superseded Jan. 31, 1944.

[F. R. Doc. 44-9945; Filed, July 6, 1944; 10:44 a. m.]

Chapter XI—Office of Price Administration

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 3,[1] Amdt. 81]

SUGAR

A rationale accompanying this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Revised Ration Order 3 is amended in the following respect:

1. Section 1407.87e is added to read as follows:

§ 1407.87e *Packers of fancy, choice or standard whole unpeeled apricots may obtain and use additional sugar.* (a) In addition to any other provisional allowance of sugar he may obtain, an industrial user may obtain and use during the 1944 apricot packing season a provisional allowance of 1.3 pounds of sugar for each case of fancy whole unpeeled apricots he will pack during the 1944 packing season in excess of the number of such cases he packed in 1941; one pound of sugar for each case of choice whole unpeeled apricots he will pack during the 1944 packing season in excess of the number of such cases he packed in 1941; and 0.6 pound of sugar for each case of standard whole unpeeled apricots he will pack during the 1944 packing season in excess of the number of such cases he packed in 1941.

(b) Application for the additional sugar may be made at any time during the 1944 packing season to the Board (or District Office if he is registered there) on OPA Form R-315 and shall state: (1) The number of cases of fancy whole unpeeled apricots he will pack during the 1944 packing season and the number of such cases he packed in 1941; (2) the number of cases of choice whole unpeeled apricots he will pack during the 1944 packing season and the number of such cases he packed in 1941; and (3) the number of cases of standard whole unpeeled apricots he will pack during the 1944 packing season and the number of such cases he packed during 1941.

(c) If the Board (or District Office if he is registered there) finds that the facts stated in the application are true it will issue to the applicant a certificate in the amount provided in (a).

(d) Sugar obtained under this section may be used only for the purposes for which it was granted, and only during the 1944 apricot packing season.

(e) An industrial user who obtains sugar under this section must within 30 days after the close of the 1944 apricot packing season account for his use of such sugar to the Board (or District Office if he is registered there).

NOTE: A "case" means a case of 24/2½'s (or equivalent).

This amendment shall become effective July 7, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(Pub. Law 421, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Dir No. 1 and Supp. Dir No. 1-E, 7 F.R. 562, 2965; War Food Order No. 56, 8 F.R. 2005; War Food Order No. 64, 8 F.R. 7093)

Issued this 7th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9999; Filed, July 7, 1944; 11:33 a. m.]

PART 1305—ADMINISTRATION

[Supp. Order 45, Amdt. 8]

EXEMPTION FROM PRICE CONTROL OF CERTAIN COMMODITIES AND SERVICES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Supplementary Order No. 45 is amended in the following respects:

1. Section 1305.59 (a) (2) is amended to include the following additional commodities:

Deodorizers for use in ice boxes and refrigerators only.
Cigarette urns.
Novelty cigarette boxes (other than paper or paperboard) when sold separately and not as part of a set.

2. Section 1305.59 (a) (3) is amended by removing therefrom the following commodities:

Bee feeders.
Dog and cat beds, diners, and other accessories for dogs and cats.

3. Section 1305.59 (a) (3) is amended to include the following commodities:

Dog and cat beds and diners.
Decorative combs designed for use exclusively as hair ornaments.
Cemetery flower vases with invertible insert, and designed to be so placed into the ground that the top of the vase is flush with the ground level.

This amendment shall become effective July 12, 1944.

Issued this 7th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9992; Filed, July 7, 1944; 11:32 a. m.]

PART 1306—IRON AND STEEL PRODUCTS

[RPS 6,[1] Amdt. 10]

IRON AND STEEL PRODUCTS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Revised Price Schedule 6 is amended in the following respects:

1. Section 1306.7a is added to read as follows:

§ 1306.7a *Adjustable pricing.* Any person may agree to sell at a price which may be increased up to the maximum price in effect at the time of delivery; but no person may, unless authorized by the Office of Price Administration, deliver or agree to deliver at prices to be adjusted upward in accordance with action taken by the Office of Price Administration after delivery. Such authorization may be given when a request for a change in the applicable maximum price is pending, but only if the authorization is necessary to promote distribution or production and if it will not interfere with the purposes of the Emergency Price Control Act of 1942, as amended. The authorization may be given by the Administrator or by any official of the Office of Price Administration to whom the authority to grant such authorization has been delegated. The authorization will be given by letter or telegram when the contemplated revision might be the granting of an individual application for adjustment.

2. Section 1306.8 (h) (3) (ii) (*a*) is amended to read as follows:

(*a*) The maximum chemical analyses extras for the following basic open hearth grades shall be:

	Per 100 lbs.
NE 8600	$0.65
NE 8700	.70
AISI 4100 (Mo.—.15 to .25)	.70
AISI 3100	.85

On analyses of all other alloy steels for which chemical extras and extras for alloy content are not included in the standard extra list, the applicable charge for chemical composition and alloy content shall be calculated from the list of extras for hot rolled alloy steel bars as published and filed by the Carnegie-Illinois Steel Corporation.

The customary differentials for electric furnace quality and for variations from the standard analyses range shall apply to these extras.

3. Section 1306.8 (h) (4) is added to read as follows:

(*4*) The extras or other charges which may be charged on the sales of hot finished alloy steel bars and bar strip, billets, blooms, and slabs, cold rolled alloy strip, and hot and cold finished alloy mechanical and pressure tubing shall be as established in subparagraphs (1) and (2) of § 1306.8 (h), *Provided*, That: (i) with respect to sales of alloy steel bars, bar strip, billets, blooms, slabs and cold

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 1433, 1534, 2233, 2826, 3031, 2828, 3513, 3579, 3847, 3944, 4099, 4350, 4474, 4880, 5229, 5254, 5166, 5426, 5346.

[1] 7 F.R. 1215, 2132, 2153, 2299, 2997, 3115, 3941, 4780, 7240, 8948; 8 F.R. 6042.

rolled alloy strip the maximum analysis extras for the following basic open hearth grades, shall be:

	Basic Open Hearth	
	Bars—Bar strip cold rolled strip Per 100 lbs.	Blooms, billets and slabs Per gross ton
NE 8600	$0.65	$13.00
NE 8700	.70	14.00
AISI 4100 (mo.—0.15 to 0.25)	.70	14.00
AISI 3100	.85	17.00

The customary differentials for electric furnace quality and for variations from the standard analysis range shall apply to these extras.

(ii) With respect to sales of alloy steel mechanical and pressure tubing (except aircraft tubing and bearing tubing) the maximum analysis extras for the following basic open hearth grades, NE 8600, NE 8700, AISI 4100 and AISI 3100, shall be the bar extras stated in subparagraph (i) of this paragraph converted to a percentage "base" in accordance with the "Analysis Extras and Deductions" tables filed with the Office of Price Administration by producers of alloy steel tubing.

4. Section 1306.8 (c) is amended by amending the proviso at the end of that paragraph to read as follows: "*Provided*, That the term shall not include axles or car wheels, or any combination rolled or forged, or pig iron."

5. Section 1306.11, Appendix B is amended by deleting from the list of products contained therein the following: "axles, car wheels, or any combination—rolled or forged".

This amendment shall become effective July 12, 1944.

Issued this 7th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9993; Filed, July 7, 1944; 11:31 a. m.]

PART 1340—FUEL

[MPR 120,[1] Amdt. 105]

BITUMINOUS COAL DELIVERED FROM MINE OR PREPARATION PLANT

A statement of the considerations involved in the issuance of this amendment issued simultaneously herewith has been filed with the Division of Federal Register.*

Maximum Price Regulation No. 120 is amended in the following respects:

1. Section 1340.214 (b) (2) is amended to read as follows:

(2) (i) *Maximum prices in cents per net ton for shipment by truck or wagon to all destinations for all uses.*

PRICES AND SIZE GROUP NUMBERS

For coals produced at any mine in the following truck price group numbers	1 Lump and double-screened coals bottom size larger than 2"	2 Lump and double-screened coals bottom size 2" and smaller[1]	3 Mine run and resultants larger than 2" x 0	4 Screenings top size larger than ¾" x 0 but not exceeding 2" x 0	5 Screenings top size ¾" and smaller
1	355	350	325	315	295
2	350	340	305	285	275
3	310	310	285	275	265
4	285	280	255	245	235
Exceptions:					
Mine index Nos. 19, 137, 180, 435, 723, 766, 780, 795, 945, 1272, 1276 and 1277	390	385	360	350	330
Mine index No. 91	455	450	425	415	395

[1] Includes all coal loaded by forks

(ii) *Identification by seams of mines in the truck price group numbers specified in subdivision (i) of this subparagraph (2).* Following is a table of seams and price group numbers. A seller of coal produced at a mine from any of these seams shall first determine the price group number applicable to the mine as indicated in this table. He shall then use the maximum prices applicable to the mines in the same price group number as set forth in subparagraph (2) (i) unless otherwise specifically provided therein. The same shall be true of any mine classified as to seam by the Office of Price Administration by an order issued prior to, or after July 12, 1944 under § 1340.210 (a) (6) of this regulation. The seams referred to below are those as set forth in the Schedule of Effective Minimum Prices as established by the Bituminous Coal Division and as in effect at midnight, August 23, 1943.

Coals produced at any mine in the following seams, except as otherwise provided in subparagraph (2) (i)

Truck price group No.:

1—— Coalburg, Eagle, No. 2 Gas, Peerless and Sewell
2—— No. 5 Block
3—— Bakerstown, Clarion, Elk Lick, Freeport, H. V. Freeport, L. V. Freeport, L. V. Kittanning, M. V. Freeport, Maston, Pittsburgh, Red Stone, Sandstone, U. Freeport
4—— Kittanning, H. V. Kittanning, Sewickley, Washington, Waynesburg and all other seams not specifically mentioned above

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 5042, 5375, 5587.

2. Section 1340.214 (b) (3) is amended to read as follows:

(3) Orders of adjustment, and adjustments computed on Form OPA No. 653:-638 and in accordance with § 1340.207 (e), added by Amendment No. 74 to this regulation, shall be void as follows: Where they affect maximum prices for rail shipments of coals for all uses and were issued or computed prior to April 24, 1944, they shall be void as of April 24, 1944; where they affect maximum prices for truck shipments and were issued or computed prior to July 12, 1944 they shall be void as of July 12, 1944.

3. Sections 1340.214 (b) (4) and (b) (5) are deleted.

This amendment shall become effective July 12, 1944.

Issued this 7th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9994; Filed, July 7, 1944; 11:32 a. m.]

PART 1340—FUEL

[MPR 120,[1] Amdt. 106]

BITUMINOUS COAL DELIVERED FROM MINE OR PREPARATION PLANT

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation 120 is amended in the following respect:

In § 1340.224 (b), new subparagraph (10) is added to read as follows:

(10) The prices established by subparagraphs (1), (2), (4) and (5) of this paragraph (b); by orders of adjustment issued after February 3, 1944 and by orders establishing maximum prices issued after February 3, 1944 may be increased by no more than 5 cents per ton.

This amendment shall become effective July 12, 1944.

Issued this 7th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9995; Filed, July 7, 1944; 11:32 a. m.]

PART 1340—FUEL

[MPR 120,[2] Amdt. 107]

BITUMINOUS COAL DELIVERED FROM MINE OR PREPARATION PLANT

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

[1] 9 F.R. 5042, 5375, 5587, 5826, 5915, 6433, 6451, 7261.

[2] 9 F.R. 5042, 5375, 5587.

Maximum Price Regulation No. 120 is amended in the following respect:

In the table of prices in § 1340.222 (b) (1), an asterisk is inserted after the price 330 appearing in the column headed "1, 2, 3" and on the fifth line of the table; and a second footnote is added after the table of prices entitled "Prices and Size Group Numbers" to read as follows:

The maximum prices for coals in Size Group Nos. 1, 2 and 3 produced at mines in Price Group No. 15 shall be 340 cents per net ton.

This amendment shall become effective July 12, 1944.

Issued this 7th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9996; Filed, July 7, 1944; 11:33 a. m.]

PART 1368—FERROUS AND NON-FERROUS BOLTS, NUTS, SCREWS AND RIVETS

[RMPR 147]

BOLTS, NUTS, SCREWS AND RIVETS

Maximum Price Regulation No. 147[1] is redesignated Revised Maximum Price Regulation No. 147 and is revised and amended to read as set forth herein. A statement of the considerations involved in the issuance of this Revised Maximum Price Regulation No. 147 has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

REVISED MAXIMUM PRICE REGULATION 147—BOLTS, NUTS, SCREWS AND RIVETS

ARTICLE I—SCOPE AND PROHIBITIONS OF THE REGULATION

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4. Adjustable pricing.
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ARTICLE I—SCOPE AND PROHIBITIONS OF THE REGULATION

SECTION 1. *Products, persons, and transactions covered*—(a) *Products.* This regulation applies to "bolts, nuts, screws and rivets". Wherever used in this regulation "bolts, nuts, screws and rivets" means and includes the following products when manufactured from ferrous and/or non-ferrous metals other than aluminum:

(1) All types and sizes of the products mentioned in Appendix B of this regulation and also every similar fastening, manufactured by any process to any specifications whatsoever;

(2) Threaded studs of all types; socket head and recessed head bolts and screws; blank bolts, track bolts, track bolt nuts and screw spikes; lock nuts; speed nuts, wing nuts, thumb nuts, acorn nuts, cap nuts, clinch nuts; thumb screws; binding screws; split rivets and tubular rivets; clevis pins; wire spokes and spoke nipples; all of these when manufactured by any process to any specifications whatsoever; and

(3) Miscellaneous headed, threaded, punched, bent or cut-off products when manufactured by a person who is otherwise a "producer" by the use of any machine customarily used in the manufacture of any headed or punched product mentioned in Appendix B: *Provided*, That, "bolts, nuts, screws and rivets" does not mean or include the following products: except for those mentioned in (1) and (2) above, screw machine products[2] (Maximum Price Regulation 136); wire nails (Revised Price Schedule 6); cut nails, cut tacks, cotter pins or washers (General Maximum Price Regulation); pipe plugs or pipe fittings (Maximum Price Regulation 188); solid or flexible staybolts (Maximum Price Regulation 136).

(b) *Persons.* This regulation applies to producers of bolts, nuts, screws and rivets and to persons who purchase from such producers.

(1) "Producer" is any person who manufactures bolts, nuts, screws and rivets.

(2) "Person" includes: an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing; the United States or any government, or any of its political subdivisions; or any agency of the foregoing.

(c) *Transactions.* This regulation applies to all transactions in connection with sales by a producer for delivery within any of the forty-eight states or the District of Columbia of bolts, nuts, screws and rivets manufactured by him or purchased by him from surplus stocks accumulated as a result of the war or purchased by him from another producer on a price basis which includes a manufacturer's exchange discount which customarily was or would have been given by one producer to another between October 1 and 15, 1941, except that the following transactions are not covered by this regulation:

(1) Transactions in connection with the sale of bolts, nuts, screws and rivets purchased from another producer on a price basis which does not include a manufacturer's exchange discount which customarily was or would have been given by one producer to another between October 1 and 15, 1941;

(2) An "export" or an "export sale"[3] as defined in the Second Revised Maximum Export Price Regulation;

(3) Transactions in connection with the sale of bolts, nuts, screws and rivets as "pole line hardware" for use in transmission or distribution line construction;

(4) Transactions in connection with the sale of bolts, nuts, screws and rivets when specially packaged and sold as "automotive parts" by a "manufacturer" of automotive parts, both as defined in Maximum Price Regulation 452, or when sold as replacement parts by a manufacturer of motor vehicles or by a manufacturer of an assembly designed for use only as an automotive part or accessory;

(5) Transactions in connection with the sale of bolts, nuts, screws and rivets other than those contained in Appendix B by a producer who was not engaged in the manufacture and sale of any bolts, nuts, screws and rivets between October 1 and 15, 1941.

SEC. 2. *Prohibition against dealing in bolts, nuts, screws and rivets at prices above the maximum.* On and after July 12, 1944, regardless of any contract, agreement, lease or other obligation:

(a) No producer shall sell or deliver bolts, nuts, screws and rivets at prices higher than the maximum prices set forth in this regulation;

(b) No person shall buy or receive from a producer any bolts, nuts, screws and rivets in the course of trade or business at prices higher than the maximum prices set forth in this regulation;

(c) No person shall agree, offer, solicit or attempt to do any of the foregoing.

SEC. 3. *Prohibition against evasive practices.* The price limitations set forth in this regulation shall not be evaded, whether by direct or indirect methods in connection with an offer, solicitation, agreement, sale, delivery, purchase or receipt of or relating to bolts, nuts, screws and rivets alone or in conjunction with any other commodity or by way of commission, service, transportation, or other charge or discount, premium or other privilege, or by tying agreement or other trade understanding, or otherwise.

SEC. 4. *Adjustable pricing.* Any person may agree to sell at a price which can be increased up to the maximum price in effect at the time of delivery; but no person may, unless authorized by the Office of Price Administration, deliver or agree to deliver at prices to be adjusted upward in accordance with action taken by the Office of Price Administration after delivery. Such authorization may be given when a request for a change in the applicable maximum

*Copies may be obtained from the Office of Price Administration.

[1] 7 F.R. 3808, 3905, 8948; 8 F.R. 6361, 12476.

[2] "Screw machine products" are products manufactured complete or in their first operation on hand or automatic screw machines from rod, bar or tube stock and sold unassembled.

[3] Includes Lend-Lease sales to government procurement agencies.

price is pending, but only if the authorization is necessary to promote distribution or production and if it will not interfere with the purposes of the Emergency Price Control Act of 1942, as amended. The authorization may be given by the Administrator or by any official of the Office of Price Administration to whom the authority to grant such authorization has been delegated. The authorization will be given by order, except that it may be given by letter or telegram when the contemplated revision will be the granting of an individual application for adjustment.

SEC. 5. *Less than maximum prices.* Lower prices than those established by this regulation may be charged, demanded, paid or offered.

ARTICLE II—GENERAL PROVISIONS

SEC. 6. *General definitions.* Wherever used in this regulation:

(a) "Item" means a bolt, nut, screw or rivet of one combination of type, specifications and dimensions.

(b) "Price" means price per pricing unit.

(c) "Pacific Coast" means the states of Washington, Oregon and California.

(d) "Carload" means a quantity of bolts, nuts, screws and/or rivets whose weight equals or exceeds the minimum weight required to obtain the all-rail carload freight rate in the published all-rail freight tariff in effect at time of shipment.

(e) "Point of shipment" means on board conveyance at the selling producer's factory point.

(f) "Point of delivery" means the point to which the railroad customarily carries shipments directed to the plant of the purchaser or of the person to whom the purchaser instructs that delivery be made.

SEC. 7. *Taxes.* The amount of any tax upon, or in connection with, sales or deliveries of bolts, nuts, screws and rivets incurred or paid by the seller may be collected from the purchaser in addition to the maximum prices established by this regulation if the amount is stated separately and if the statute or ordinance imposing such tax does not prohibit the seller from separately stating and collecting it.

SEC. 8. *Records and reports.* (a) Every person making sales of bolts, nuts, screws and rivets and every person making purchases from a producer shall keep for inspection for a period of not less than one year a complete and accurate record of each purchase or sale, showing the date thereof, the dimensions, type and quantity of each item sold or purchased, the name and address of the buyer or seller, the shipping point price or delivered price as the case may be, and transportation charges or allowances, if any.

(b) For as long as this regulation is in effect, and for one year thereafter, each producer shall keep on file a record of all price schedules, extras, discounts and minimum charges which he published or customarily used for pricing purposes between October 1 and 15, 1941; and also a record of his material costs, labor rates and overhead rates in effect during that period.

(c) Persons affected by this regulation shall submit such reports to the Office of Price Administration as it may from time to time require.

SEC. 9. *Filing of price schedules.* On or before August 11, 1944, each producer shall file with the Office of Price Administration, Washington, D. C., one copy of each list price schedule and base price schedule with applicable discounts, extras and minimum charges published or used for pricing purposes between October 1 and 15, 1941, excepting those price schedules and applicable discounts, extras and minimum charges which have already been so filed.

SEC. 10. *Applications for adjustment and petitions for amendment.* (a) The Price Administrator may grant an adjustment permitting a producer to calculate his transportation charges for delivery from the emergency basing point in cases where the producer shows that by reason of unusual circumstances arising from the emergency demands of the war he proposes to make, or is making, a shipment or series of shipments to a place which is not within his usual market area. Applications for such adjustments must be filed in accordance with Revised Procedural Regulation No. 1[7] issued by the Office of Price Administration. As used in this paragraph: "Emergency basing point" means the established basing point at or nearest the place of production or the origin of shipment; "usual market area" of any producer means that area into which bolts, nuts, screws and rivets had, between October 1, 1940, and October 1, 1941, inclusive, customarily been shipped by such producer in quantities and types comparable to the shipments with respect to which application is made.

(b) Any person seeking an amendment of any provision of this regulation may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1.

SEC. 11. *Licensing.* The provisions of Licensing Order No. 1,[8] licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation. A seller's license may be suspended for violations of the license or of one or more maximum price regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

SEC. 12. *Enforcement.* Persons violating any provisions of this regulation shall be subject to the criminal penalties, civil enforcement actions and suits for treble damages provided for by the Emergency Price Control Act of 1942, as amended.

ARTICLE III—MAXIMUM PRICES AND EXCEPTIONS

SEC. 13. *Maximum prices.*—(a) *Bolts, nuts, screws and rivets contained in Appendix B.* The maximum delivered price for any item shall be the applicable domestic list price, including extras, published by any of the following producers and in effect between October 1 and 15, 1941:

American Screw Company.
Atlas Bolt & Screw Company.
Bayonne Bolt Corporation.
Bethlehem Steel Company.
Buffalo Bolt Company.
Central Screw Company.
Champion Rivet Company.
Clark Brothers Bolt Company.
Cleveland Cap Screw Company.
Continental Screw Company.
Corbin Screw Corporation.
Erie Bolt & Nut Company.
Federal Screw Works.
Ferry Cap & Set Screw Company.
Lamson & Sessions Company.
Milton Manufacturing Company.
National Lock Company.
National Screw & Mfg. Company.
Oliver Iron & Steel Corporation.
Ottemiller, Wm. H., Company.
Parker, Charles Company.
Pittsburgh Screw & Bolt Corporation.
Republic Steel Corporation.
Russell, Burdsall & Ward Bolt & Nut Company.
Sheffield Steel Corporation.
Townsend Company.

Provided, That:

(1) In the case of a large rivet, the maximum delivered price shall be a base price of $3.75 per hundred pounds or, when delivery is made on the Pacific Coast, $4.50 per hundred pounds for carload or $4.95 per hundred pounds for less than carload, plus the applicable extras published by any of the producers listed above and in effect between October 1 and 15, 1941;

(2) There shall be deducted the applicable discounts in Appendix C or, in the case of items for which discounts are shown in Appendix D when delivery is made on the Pacific Coast, the applicable discounts in Appendix D;

(3) Adjustment shall be made for credit terms in accordance with the selling producer's customary practice in effect between October 1 and 15, 1941, and for additional applicable discounts or allowances customarily granted by the selling producer between October 1 and 15, 1941, to other producers or to jobbers, dealers or other distributors, or to a specific purchaser or to specific classes of purchasers such as the railroad, carbuilding or automotive industries;

(4) In the case of a sale to the Government or any of its agencies of an item packed for shipment outside continental United States, the maximum price shall be the maximum price for the same sale if made for Lend-Lease purposes, computed as described in Appendix E;

(5) Where a producer customarily made a minimum charge on certain types of sales between October 1 and 15, 1941, such minimum charge may be made on the same types of sales;

(6) There may be added the applicable delivery charges in Appendix A;

(7) When, in the case of an emergency arising from the demands of war, a producer is requested to furnish an item contained in Appendix B and does not have such item in stock and, in order to meet the required delivery, manufactures such item from a longer item of the same type and specifications, on a quantity not exceeding 150 pieces of such item delivered to any one purchaser during any seven-day period he may charge the maximum price applicable to the longer item or to an item two inches longer than the required item, whichever is less, plus the cost of converting the longer item to the required item, provided such cost is separately stated on the invoice.

(b) *Modifications of bolts, nuts, screws and rivets contained in Appendix B.* The maximum delivered price shall be:

(1) For an intermediate length of any bolt or screw contained in Appendix B, the maximum delivered price for the next longer size of the same type and diameter contained in the list prices mentioned in paragraph (a);

(2) For an intermediate length or diameter or both of any small rivet contained in Appendix B, the maximum delivered price for next smaller size contained in the list prices mentioned in paragraph (a);

(3) For an intermediate length or diameter or both of any large rivet contained in Appendix B, a maximum delivered price computed as prescribed in paragraph (a);

(4) For a modification of a bolt or a rivet, which modification is described in any extras published with the list prices mentioned in paragraph (a), a maximum delivered price computed as prescribed in paragraph (a) with applicable extras included in the list price;

(5) For a semi-finished nut[9] which is standard except double chamfered, the maximum delivered price for the standard nut computed as prescribed in paragraph (a) except that 10 per cent may be added to the applicable list price;

(6) For an American standard light semi-finished nut[9] which is standard except coarse thread, the maximum delivered price for the standard nut, computed as prescribed in paragraph (a); and

(7) For an item contained in Appendix B or in subparagraphs (1) through (6) above, but modified by a special treatment or surface finish, the applicable list price less the applicable discounts in Appendix C or D; or, if there are no such applicable discounts, the maximum price for such item plus the charge customarily made by the selling producer for such special treatment or surface finish between October 1 and 15, 1941; *Provided,* That on an order for an item contained in subparagraph (1), (5) or (6) above, or for a bolt contained in (4) above, a net charge of $10.00 may be added when the quantity does not exceed the applicable quantity shown below:

	Pieces
Stove bolts, wood screws and machine screws	25,000
Sheet metal screws	50,000
All other bolts and screws:	
½" x 6" and smaller	15,000
9/16" through ¾" diameter through 6" long	10,000
⅞" through 1¼" diameter through 6" long	3,000
Any diameter through 1¼" longer than 6" through 12"	1,000
Any diameter through 1¼" longer than 12"	500
Nuts:	
¼" diameter and smaller	50,000
5/16" diameter through ⅜"	25,000
7/16" diameter through 9/16"	10,000
⅝" diameter through ¾"	5,000
⅞" diameter through 1⅛"	1,000
1½" diameter and larger	250

(c) *Bolts, nuts, screws and rivets not covered by paragraph (a) or (b) but contained in price schedules published or customarily used by the selling producer between October 1 and 15, 1941.* The maximum delivered price for any item shall be the applicable price contained in any domestic price schedule published or customarily used for pricing purposes by the selling producer between October 1 and 15, 1941, plus the applicable extras customarily charged by such producer between October 1 and 15, 1941; *Provided,* That:

(1) There shall be deducted the applicable discounts customarily deducted by such producer between October 1 and 15, 1941;

(2) Adjustment shall be made for credit terms in accordance with the selling producer's customary practice in effect between October 1 and 15, 1941, and for additional applicable discounts or allowances customarily granted by the selling producer between October 1 and 15, 1941, to other producers or to jobbers, dealers or other distributors, or to a specific purchaser or to specific classes of purchasers such as the railroad, carbuilding or automotive industries;

(3) Adjustment shall be made for applicable charges or allowances for delivery customarily made by such producer between October 1 and 15, 1941, at the applicable rates of transportation in effect at the time of shipment;

(4) Intermediate lengths shall be priced by the method customarily used by the selling producer between October 1 and 15, 1941;

(5) In the case of a sale to the Government or any of its agencies of an item packed for shipment outside Continental United States the maximum price shall be the maximum price for the same sale if made for Lend-Lease, computed as described in Appendix E;

(6) When, in the case of an emergency arising from the demands of war, a producer is requested to furnish an item contained in this paragraph (c) and does not have such item in stock and, in order to meet the required delivery, manufactures such item from a longer item of the same type and specifications, on a quantity not exceeding 150 pieces of such item delivered to any one purchaser during any seven-day period he may charge the maximum price applicable to the longer item or to an item two inches longer than the required item whichever is less, plus the cost of converting the longer item to the required item, provided such cost is stated separately on the invoice; and

(7) Except in the case of a sale described in subparagraph (6) above, a net charge of $10.00 may be added on an order for an item included in this paragraph (c) when neither sold from stock nor customarily carried in stock at time of shipment and when the quantity does not exceed the applicable quantity shown below:

	Pieces
Stove bolts, wood screws and machine screws	25,000
Sheet metal screws	50,000
All other bolts and screws:	
½" x 6" and smaller	15,000
9/16" through ¾" diameter through 6" long	10,000
⅞" through 1¼" diameter through 6" long	3,000
Any diameter through 1¼" longer than 6" through 12"	1,000
Any diameter through 1¼" longer than 12"	500
Nuts:	
¼" diameter and smaller	50,000
5/16" diameter through ⅜"	25,000
7/16" diameter through 9/16"	10,000
⅝" diameter through ¾"	5,000
⅞" diameter through 1⅛"	1,000
1½" diameter and larger	250

(d) *Specials; bolts, nuts, screws and rivets other than those described in paragraphs (a), (b) or (c).*—(1) *Specials manufactured in their first operation on equipment other than hand or automatic screw machines.* The maximum price for any item at point of shipment for each producer shall be the price such producer would have charged at point of shipment between October 1 and 15, 1941, for the same quantity of the same item ordered for production and shipment at one time. The maximum price for such item at point of delivery shall be the sum of the maximum price at point of shipment and the actual charges paid to a public carrier for transportation from point of shipment to point of delivery. In computing the maximum price at point of shipment the producer shall use the material cost, straight-time labor rates, overhead rates, applicable markups, method of estimating cost and method of computing selling price for a sale to the same purchaser or to the same class of purchaser, all as in effect for such producer between October 1 and 15, 1941, for sale of the same or a similar item manufactured on like equipment; *Provided,* That:

(i) In a case where it is necessary for a producer to purchase a partly completed item from another manufacturer and such producer performs additional operations to complete the manufacture of such item, the charge paid for the partly completed item, not in excess of the applicable maximum price, may be used by such producer in lieu of material cost in computing his maximum price for the completed item;

(ii) In a case where it is necessary for the producer to employ another manufacturer to perform one or more secondary operations on an item, the charges paid by such producer for such secondary operations, not in excess of the applicable maximum prices, may be included in the cost used by such producer in computing his maximum price for the completed item; and

(iii) Recomputation shall be made as follows: When a producer, by production experience on one order, has determined the actual cost as of October 1 to 15, 1941, of manufacturing a special and has recomputed the maximum price for the quantity on that order by use of said cost, such recomputed maximum price may be charged on all subsequent orders for the same quantity of such item manufactured on like equipment. For orders

[7] 7 F.R. 8961.
[8] 8 F.R. 13244.
[9] Appendix B, Table II, subparagraphs (1), (2) and (3).
[9] Appendix B, Table II, subparagraph (3).

for other quantities of the same item manufactured on like equipment the maximum price shall be determined on the basis of said cost adjusted for the quantity ordered. When a producer has not determined the actual cost for an item as of October 1 to 15, 1941, and he accepts more than one order for production of the item the maximum prices for the second and all subsequent orders for quantities manufactured on like equipment shall be computed by use of the actual cost as of October 1 to 15, 1941, determined from his experience on the first order he produces on such equipment and adjusted for the quantities specified by the additional orders; *Provided,* That:

(*a*) Shipments against orders accepted before production has been completed for one order may be made at the prices at which the orders were accepted; and

(*b*) When recomputation of the maximum price based on the actual cost as of October 1 to 15, 1941, adjusted for quantity results in a price which is higher than the price previously established for the same quantity or than the price previously established for a smaller quantity, or when computation of the maximum price based on manufacturing the item on a different type of equipment results in such a higher price, such higher price may be charged on the first order accepted after such computation or recomputation. The price charged on subsequent orders may not be higher than the price charged on the first order accepted for the same quantity unless such higher price has been approved by the Office of Price Administration, Washington, D. C., or not disapproved within thirty days after request for approval is received. In cases where no change has been made in the type of equipment used the request for approval of the increased price shall be mailed within ten days after acceptance of an order at the higher price; in cases where the increase in price is caused by a change in the type of equipment used the request for approval shall be mailed within ten days after the actual cost as of October 1 to 15, 1941, has been determined from experience in production for one order by the different equipment. The request for approval of the increased price shall be accompanied by a report containing:

(*1*) A full description of the item;

(*2*) The price on the last order accepted prior to the price increase, the date of such order, the quantity ordered and the name and address of the purchaser;

(*3*) The price charged on an order accepted between October 1 and 15, 1941, or on the first order accepted subsequent to October 15, 1941, the date of such order, the quantity ordered and the name and address of the purchaser;

(*4*) The recomputed price, the date of the order for which the price was recomputed, the quantity ordered, the date of the purchaser's acceptance of the higher price, and the name and address of the purchaser;

(*5*) A complete statement of the cost factors, the method of price computation and the reasons for the increase in price. In lieu of approving or disapproving the higher price, the Office of Price Administration may approve such price as it deems fair and equitable on the basis of the report.

(2) *Specials manufactured complete or in their first operation on hand or automatic screw machines.* (i) The maximum prices for such bolts, nuts, screws and rivets for each producer shall be determined in accordance with subparagraph (1) above, substituting "March 31, 1942" for "between October 1 and 15, 1941,"; or

(ii) The maximum prices shall be determined in accordance with the provisions of Maximum Price Regulation 136, as amended, or any revision thereof, in which case the sales shall, in every respect, be subject to said Maximum Price Regulation 136, or any revision thereof. Each producer who, between October 1 and 15, 1941, customarily manufactured by the upset method any bolt, nut, screw or rivet contained in Appendix B shall be governed by the provisions of subdivision (i) unless he notified the Iron and Steel Branch of the Office of Price Administration, Washington, D. C., in writing within ten days after September 24, 1943, that he would be governed by the provisions of subdivision (ii); any other producer shall be governed by the provisions of subdivision (ii) unless he notified the Machinery Branch of the Office of Price Administration, Washington, D. C., in writing within ten days after September 24, 1943, that he would be governed by the provisions of subdivision (i) or unless, in the case of a producer first producing and selling after September 24, 1943, he gives such notification within ten days after his first sale.

SEC. 14. *Exceptions to this regulation.* (a) Exceptions granted under § 1368.7 of Maximum Price Regulation 147 and in effect at the time of the issuance of this Revised Maximum Price Regulation 147 shall remain in full force and effect. They may, however, be revoked or amended by the Administrator at any time.

(b) Irrespective of the maximum prices otherwise established by this regulation, the maximum delivered price for the Parker-Kalon Corporation of New York City for any sheet metal screw contained in its list price schedules in effect between October 1 and 15, 1941, shall be the applicable list price adjusted for all discounts, commissions, and terms of payment and delivery which were customarily in effect for said Parker-Kalon Corporation between October 1 and 15, 1941: *Provided,* That in the case of a shipment of 100 lbs. or more of sheet metal screws to the Pacific Coast by a route which does not include intercoastal steamship, the maximum charge which may be added for delivery shall be the amount by which the lowest applicable railroad charge for transporting an identical shipment from Chicago, Illinois, to point of delivery exceeds 65 cents per 100 lbs., plus the excess cost of shipping by an emergency method of transportation requested by the purchaser, over the cost of transporting an identical shipment from point of shipment to point of delivery at current railroad freight rates. Maximum delivered prices for said Parker-Kalon Corporation for sheet metal screws not contained in its said list prices, and for any other bolts, nuts, screws and rivets shall be those established in section 13 of this regulation.

APPENDIX A—CHARGES FOR DELIVERY APPLICABLE TO SECTION 13 (a) AND (b)

Maximum prices set forth in paragraphs (a) and (b) of section 13 are at point of shipment. "Maximum delivered price" means price at point of delivery. The maximum delivered price shall be computed by adding to the maximum price as set forth in paragraph (a) or (b) of section 13 the public carrier's transportation charge to the extent actually incurred except that in the following instances only the applicable charges specified below may be added:

(a) *Shipments to domestic points other than Pacific Coast points.* (1) On a shipment of the following items:

Bolts, other than stove or tire bolts;
Nuts, other than stove bolt nuts, machine screw nuts, semi-finished, castellated or slotted nuts; and/or
Rivets

The maximum charge which may be added shall be the lowest applicable railroad charge for the transportation of an identical quantity to point of delivery from whichever of the following basing points the lowest railroad charge applies: Pittsburgh, Pennsylvania; Cleveland, Ohio; Chicago, Illinois; Birmingham, Alabama.

(2) On a shipment of 200 lbs. or more of the following items:

Stove bolts;
Stove bolt nuts;
Machine screw nuts; and/or
Screws

The maximum charge which may be added shall be the lowest applicable railroad charge, to the extent that such charge exceeds 65 cents per 100 lbs., for the transportation of an identical quantity to point of delivery from whichever of the following basing points the lowest railroad charge applies: Cleveland, Ohio; Chicago, Illinois; New York, New York.

(3) On a shipment of 300 lbs. or more of tire bolts the maximum charge which may be added shall be the lowest applicable railroad charge for the transportation of an identical quantity from point of shipment to point of delivery, to the extent that such charge exceeds 65 cents per 100 lbs.

(4) On a shipment of 200 lbs. or more of semi-finished, castellated or slotted nuts the maximum charge which may be added shall be the lowest applicable railroad charge, to the extent that such charge exceeds 50 cents per 100 lbs., for the transportation of an identical quantity to point of delivery from whichever of the following basing points the lowest railroad charge applies: Cleveland, Ohio; Chicago, Illinois; Pittsburgh, Pennsylvania.

(b) *Shipments to Pacific Coast points.* Where used in this paragraph "Pacific Coast basing point" is any one of the cities of San Pedro, Wilmington, Long Beach, San Diego, San Francisco, Los Angeles, Oakland, Sacramento or Stockton, in the State of California; or Portland, Oregon; or Tacoma or Seattle in the State of Washington.

(1) On a shipment of the following items:

Bolts, other than stove or tire bolts;
Nuts, other than stove bolt nuts, machine screw nuts, semi-finished, castellated, or slotted nuts; and/or
Rivets

to a point on the Pacific Coast, except in the case of a shipment from a point east of the Pacific Coast, the maximum charge which may be added shall be

(i) On a shipment of 400 lbs. or more, the lowest applicable railroad charge for the transportation of an identical quantity to point of delivery from whichever Pacific Coast basing point the lowest railroad charge applies; and

(ii) On a shipment of more than 200 lbs. but less than 400 lbs., the lowest applicable railroad charge for the transportation of an identical quantity to point of delivery from whichever of the following Pacific Coast basing points the lowest railroad charge applies: San Francisco, California; Los Angeles, California.

(2) On a shipment of any of the items listed in paragraph (b) (1) from a point east of the Pacific Coast to a point on the Pacific Coast the maximum charge which may be added shall be

(i) In the case of a carload shipment, the actual cost of transporting the shipment from point of shipment to point of delivery, not in excess of the cost at the lowest applicable railroad rate, to the extent that such cost exceeds 76 cents per 100 lbs., but in no event shall the charge exceed 40 cents per 100 lbs., and

(ii) In the case of a less-than-carload shipment, the actual cost of transporting the shipment from point of shipment to point of delivery, not in excess of the cost at the lowest applicable railroad rate, to the extent that such cost exceeds $1.35 per 100 lbs., but in no event shall the charge exceed $1.16 per 100 lbs.

(3) On a shipment of 200 lbs. or more of semi-finished, castellated or slotted nuts to a point on the Pacific Coast no additional charge may be made.

(4) On a shipment to a point on the Pacific Coast of items named in paragraphs (a) (2) and (a) (3) of this Appendix A the maximum delivery charge shall be computed as set forth in said paragraphs.

(c) *Unusual transportation charges.* When a shipment is made at the purchaser's request by a method of transportation whose cost exceeds that of the method customarily used by the selling producer between October 1 and 15, 1941, for shipment to the same locality, the excess cost of such method of transportation may be added to the applicable charge authorized by paragraph (a) or (b) of this Appendix A: *Provided,* That the amount of such excess, the method of transportation and the authority for using such transportation are stated separately on the invoice.

APPENDIX B—STANDARD SIZES, TYPES AND SPECIFICATIONS

The products mentioned in this appendix are made from steel unless otherwise specifically stated. Each type and size checked with the symbol "x" is included in this appendix when manufactured to either American Standards Association's specifications or United States Department of Commerce National Bureau of Standards Handbook H28 or British Standard Association's specifications, all as in effect on the effective date of this Revised Maximum Price Regulation No. 147, and when manufactured from the same or substantially the same grade of raw material as that customarily used in its manufacture between October 1 and 15, 1941 by any of the companies listed in section 13.

TABLE I—BOLTS

The bolts included in this Table I are considered standard sizes when furnished with standard square nuts or with nuts covered by published extras or without nuts.

(1) American standard regular square head machine bolts, American national coarse-thread series, Class 2 tolerance, (either cut thread in all listed sizes or rolled thread in all listed sizes up through ½" diameter by 6" long) or Whitworth thread (either cut thread in all listed sizes or rolled thread in all listed sizes up through ⅜" diameter by 6" long):

Lengths	Diameters									
	¼	5/16	⅜	7/16	½	⅝	¾	⅞	1	1⅛	1¼
1½	x	x									
1¾		x									
2	x	x	x								
2¼	x	x	x	x	x	x	x				
2½	x	x	x	x	x	x	x				
2¾	x	x	x	x	x	x	x				
3	x	x	x	x	x	x	x				
3¼	x	x	x	x	x	x	x				
3½	x	x	x	x	x	x	x				
3¾			x	x	x	x	x				
4	x	x	x	x	x	x	x	x	x		
4¼					x	x	x				
4½	x	x	x	x	x	x	x	x	x		
4¾					x	x	x				
5	x	x	x	x	x	x	x	x	x		
5½	x	x	x	x	x	x	x	x	x		
6	x	x	x	x	x	x	x	x	x		
6½	x	x	x	x	x	x	x	x	x		
7	x	x	x	x	x	x	x	x	x		
7½					x	x	x	x	x		
8	x	x	x	x	x	x	x	x	x	x	
8½					x	x	x				
9			x	x	x	x	x	x	x		
9½			x		x	x	x				
10			x		x	x	x	x	x		
10½					x	x	x				
11			x		x	x	x	x	x		
11½					x	x	x				
12			x		x	x	x	x	x		
13					x	x	x	x	x		
14					x	x	x	x	x		
15					x	x	x	x	x		
16					x	x	x	x	x		
17					x	x	x	x	x		
18					x	x	x	x	x		
19					x	x	x				
20					x	x	x	x	x		
22					x	x	x	x	x		
24					x	x	x	x	x		

(2) American standard regular square head machine bolts, hot galvanized, American national coarse-thread series:

Lengths	Diameters				
	¼	5/16	⅜	½	⅝
1	x	x	x	x	x
1½	x	x	x	x	x
2	x	x	x	x	x
2½	x	x	x	x	x
3	x	x	x	x	x
3½			x	x	x
4			x	x	x
4½				x	x
5			x	x	x
5½				x	x
6				x	x

(3) American standard regular hexagon head machine bolts, American national coarse-thread series, Class 2 tolerance, or Whitworth thread:

Lengths	Diamters							
	¼	5/16	⅜	½	⅝	¾	⅞	1
1½	x							
1¾	x	x						
2	x	x	x	x				
2¼	x	x	x	x	x			
2½	x	x	x	x	x	x		
2¾	x	x	x	x	x	x		
3		x	x	x	x	x	x	
3½			x	x	x	x	x	x
4			x	x	x	x	x	x
4½				x	x	x	x	x
5				x	x	x	x	x
5½				x	x	x	x	x
6				x	x	x	x	x
6½				x	x	x	x	x
7				x	x	x	x	x
7½				x	x	x	x	x
8				x	x	x	x	x
8½					x	x	x	x
9					x	x	x	x
9½					x	x	x	x
10					x	x	x	x
10½					x	x	x	x
11					x	x	x	x
11½					x	x	x	x
12					x	x	x	x
13					x	x	x	x
14					x	x	x	x
15					x	x	x	x
16					x	x	x	x
17					x	x	x	x
18					x	x	x	x

(4) American standard square neck carriage bolts, American national coarse-thread series, Class 2 tolerance, (either cut thread in all listed sizes or rolled thread in all listed sizes up through ½" diameter by 6" long) or Whitworth thread (either cut thread in all listed sizes or rolled thread in all listed sizes up through ⅜" by 6" long.):

Lengths	Diameters							
	5/16	¼	5/16	⅜	7/16	½	⅝	¾
1½	x	x						
1¾	x	x						
2	x	x	x	x				
2¼	x	x	x	x	x	x		
2½	x	x	x	x	x	x		
2¾	x	x	x	x	x	x		
3		x	x	x	x	x	x	
3½		x	x	x	x	x	x	
4		x	x	x	x	x	x	x
4½		x	x	x	x	x	x	x
5		x	x	x	x	x	x	x
5½		x	x	x	x	x	x	x
6		x	x	x	x	x	x	x
6½			x	x	x	x	x	x
7			x	x	x	x	x	x
7½			x	x	x	x	x	x
8			x	x	x	x	x	x
8½						x	x	x
9			x	x	x	x	x	x
9½				x	x	x	x	x
10			x	x	x	x	x	x
10½						x	x	x
11				x	x	x	x	x
11½						x	x	x
12				x	x	x	x	x
13						x	x	x
14						x	x	x
15						x	x	x
16						x	x	x
18						x	x	x

(5) American standard square neck carriage bolts, hot galvanized, American national coarse-thread series:

Lengths	Diameters			
	¼	5/16	⅜	½
1	x	x	x	
1½	x	x	x	x
2	x	x	x	x
2½	x	x	x	x
3	x	x	x	x
3½			x	x
4			x	x
4½				x
5			x	x
5½				x
6			x	x

(6) Regular square head lag bolts:

Lengths	Diameters						
	¼	5/16	⅜	7/16	½	⅝	¾
1	x	x	x				
1¼	x	x	x				
1½	x	x	x	x	x		
1¾	x	x	x				
2	x	x	x	x	x	x	
2½	x	x	x	x	x	x	x
3	x	x	x	x	x	x	x
3½	x	x	x	x	x	x	x
4	x	x	x	x	x	x	x
4½	x	x	x	x	x	x	x
5	x	x	x	x	x	x	x
5½		x	x		x	x	x
6	x	x	x	x	x	x	x
6½					x	x	x
7			x	x	x	x	x
8					x	x	x
9					x	x	x
10					x	x	x
11						x	x
12						x	x

(7) Regular square head lag bolts, hot galvanized:

Lengths	Diameters			
	¼	5/16	⅜	½
1½	x	x	x	
2	x	x	x	x
2½	x	x	x	x
3	x	x	x	x
3½				x
4				x

(8) Key head plow bolts, No. 1 heads, American national coarse-thread series, Class 2 tolerance:

(i) REGULAR HEADS

Lengths	Diameters				
	⅜	7/16	½	⅝	¾
1	x	x	x		
1¼	x	x	x		
1½	x	x	x	x	
1¾	x	x	x	x	x
2	x	x	x	x	x
2½	x	x	x	x	x
3	x	x	x	x	x

(ii) REPAIR HEADS

Lengths	Diameters		
	⅜	7/16	½
1	x	x	
1¼	x	x	
1½	x	x	
1¾	x	x	x
2	x	x	x
2½	x	x	x
3	x	x	x
3½			x

(9) Round head plow bolts, No. 2 heads, American national coarse-thread series, Class 2 tolerance:

REGULAR HEADS

Lengths	Diameters				
	⅜	7/16	½	⅝	¾
1	x		x		
1¼	x	x	x		
1½	x	x	x	x	x
1¾	x	x	x	x	x
2	x	x	x	x	x
2½	x		x	x	x
3			x	x	x

(10) Round head, square neck, countersunk plow bolts, No. 3 heads, American national coarse-thread series, Class 2 tolerance:

(i) REGULAR HEADS

Lengths	Diameters					
	5/16	⅜	7/16	½	⅝	¾
¾	x	x				
1	x	x	x	x		
1¼	x	x	x	x		
1½	x	x	x	x	x	
1¾	x	x	x	x	x	
2	x	x	x	x	x	x
2¼			x	x	x	x
2½			x	x	x	x
3			x	x	x	x
3½					x	x

(ii) REPAIR HEADS

Lengths	Diameters		
	⅜	7/16	½
1	x	x	
1¼	x	x	
1½	x	x	
1¾	x	x	x
2	x	x	x
2¼			x
2½			x

(11) Square head, countersunk plow bolts, No. 4 heads, American national coarse-thread series, Class 2 tolerance:

(i) REGULAR HEADS

Lengths	Diameters			
	⅜	7/16	½	⅝
1	x	x		
1¼	x	x	x	
1½	x	x	x	
1¾	x	x	x	x
2	x	x	x	x
2¼	x	x	x	x
2½	x	x	x	x
2¾	x	x	x	x
3	x	x	x	x

(ii) REPAIR HEADS

Lengths	Diameters		
	⅜	7/16	½
1	x	x	
1¼	x	x	x
1½	x	x	x
1¾	x	x	x
2	x	x	x
2¼			x
2½			x

(12) Round head, reverse key, countersunk plow bolts, No. 7 heads, American national coarse-thread series, Class 2 tolerance:

(i) REGULAR HEADS

Lengths	Diameters			
	⅜	7/16	½	⅝
1	x	x		
1¼	x	x	x	
1½	x	x	x	
1¾	x	x	x	x
2	x	x	x	x
2¼	x		x	x
2½			x	x

(ii) REPAIR HEADS

Lengths	Diameters		
	⅜	7/16	½
1	x		
1¼	x	x	
1½	x	x	x
1¾	x	x	x
2	x	x	x
2¼			x
2½			x

(13) American standard step bolts, American national coarse-thread series, Class 2 tolerance:

Lengths	Diameters			
	5/16	¾	7/16	⅝
¾	x			
1	x	x	x	
1¼	x	x	x	x
1½	x	x	x	x
1¾	x	x	x	x
2		x	x	x
2¼		x	x	x
2½		x	x	x
2¾		x	x	x
3		x	x	x
3½		x	x	
4		x		
4½		x		
5		x		

(14) Elevator bolts, either No. 1 countersunk head, square neck, or No. 2 oval head, square neck, American national coarse-thread series, Class 2 tolerance:

Lengths	Diameters		
	¼	5/16	⅜
¾	x	x	
⅞	x	x	
1	x	x	x
1¼	x	x	x
1½	x	x	x
1¾	x	x	x
2	x	x	x
2¼	x	x	x
2½	x	x	x
2¾	x	x	
3	x	x	

(15) Tire bolts, American national coarse-thread series, Class 2 tolerance:

Length	Diameters			
	3/16	¼	5/16	⅜
1½	x	x		
1¾	x	x		
2	x	x	x	x
2¼		x	x	x
2½	x	x	x	x
2¾		x	x	x
3		x	x	x
3½		x	x	x
4		x	x	x

(16) Stove bolts:

Lengths	Diameters						
	⅛	5/32	3/16	¼	5/16	⅜	½
¾	FR	FRV	FRV				
½	FR	FRV	FRV	FRV			
⅝	FR	FRV	FRV	FRV			
¾	FR	FRV	FRV	FRV	FRV	FR	
⅞	R	FRV	FRV	FRV	FRV	FR	FR
1	R	FR	FR	FR	FR		
1¼	FR	FR	FRV	FRV	FRV	FR	FR
1½	FR	FR	FRV	FRV	FRV	FR	FR
1¾	R	FR	FR	FR	FR	FR	
2	R	FR	FRV	FRV	FR	FR	FR
2¼			FR	FR	FR	FR	
2½			FR	FR	FR	FR	FR
2¾			FR	FR	FR	FR	
3			FR	FR	FR	FR	FR
3½			FR	FR	FR	FR	
4			FR	FR	FR	FR	
4½			FR	FR	FR	FR	
5			FR	FR	FR	FR	
6			FR	FR	FR	FR	

Letters in the vertical columns under the bolt diameters indicate the style of head for a particular length of bolt as follows: F=Flat Head; R=Round Head; V=Oven Head.

TABLE II—NUTS

(1) American standard regular nuts, American national coarse-thread series, Class 2 tolerance, single chamfered:

Diameters	Hot pressed		Cold punched			Semi-finished	
	Sq.	Hex.	Sq.	Hex.	Jam, hex.	Hex.	Jam, hex.
5/16			x	x			
¼	x	x	x	x	x	x	x
5/16	x	x	x	x	x	x	x
⅜	x	x	x	x	x	x	x
7/16	x	x	x	x	x	x	x
½	x	x	x	x	x	x	x
9/16			x	x	x	x	x
⅝	x	x	x	x	x	x	x
11/16			x	x	x	x	x
¾	x	x	x	x	x	x	x
13/16			x	x	x	x	x
⅞			x	x	x	x	x
1	x	x	x	x	x	x	x
1⅛			x	x	x	x	x
1¼			x	x	x	x	x
1⅜			x	x	x	x	x
1½			x	x	x	x	x
1⅝			x	x	x	x	x
1¾			x	x	x	x	x
2	x	x	x	x	x	x	x
2¼			x			x	x
2½			x			x	x
2¾			x			x	x
3			x			x	x

(2) American standard heavy nuts, American national coarse-thread series, Class 2 tolerance, single chamfered:

Diameters	Hot pressed			Cold punched			Semi-finished			
	Sq.	Whitworth thread sq.	Hex.	Whitworth thread, hex.	Sq.	Hex.	Jam, hex.	Hex.	Jam, hex.	Slotted hex.	Whitworth thread hex.
¼			x	x		x	x	x		x	x
5/16			x	x		x	x	x		x	x
⅜			x	x		x	x	x		x	x
7/16			x	x		x	x	x		x	x
½	x	x	x	x	x	x	x	x	x	x	x
9/16			x	x		x	x	x		x	x
⅝	x	x	x	x	x	x	x	x	x	x	x
11/16			x	x		x	x	x		x	x
¾	x	x	x	x	x	x	x	x	x	x	x
13/16			x	x		x	x	x		x	x
⅞			x	x		x	x	x		x	x
1	x	x	x	x	x	x	x	x	x	x	x
1⅛			x	x		x	x	x		x	x
1¼			x	x		x	x	x		x	x
1⅜			x	x		x	x	x		x	x
1½			x	x		x	x	x		x	x
1⅝			x	x		x	x	x		x	x
1¾			x	x		x	x	x		x	x
2			x	x		x	x	x		x	x
2¼			x	x		x	x	x		x	x
2½			x	x		x	x	x		x	x
2¾			x	x		x	x	x		x	x
3			x	x		x	x	x		x	x
3¼				x		x	x	x		x	x
3½				x		x	x	x		x	x
4				x		x	x	x		x	x
4½				x		x	x	x		x	x
5				x		x	x	x		x	x
6				x		x	x	x		x	x

(3) American standard light semi-finished nuts, American national fine-thread series, Class 2 tolerance, single chamfered:

Diameters	Hex.	Castellated Hex.
¼	x	x
5/16	x	x
⅜	x	x
7/16	x	x
½	x	x
9/16	x	x
⅝	x	x
¾	x	x
⅞	x	x
1	x	x
1⅛	x	x
1¼	x	x
1⅜	x	x
1½	x	x

(4) Machine screw and stove bolt nuts:

Screw size	Dimensions: Width across flats	Dimensions: Thickness	Threads per inch: Coarse	Threads per inch: Fine	Hexagon—steel and brass: Coarse thread	Hexagon—steel and brass: Fine thread	Square—steel and brass: Coarse thread	Square—steel and brass: Fine thread
2	3/16	1/16	56	64	x	x	x	
3	3/16	1/16	48	56	x	x	x	
4	¼	3/32	40	48	x	x	x	
5	5/16	3/64	40	44	x	x	x	
6	5/16	3/64	32	40	x	x	x	
8	11/32	1/8	32	36	x	x	x	
10	3/8	1/8	24	32	x	x	x	x
12	7/16	5/32	24	28	x	x	x	
¼	7/16	5/16	20	28	x	x	x	
5/16	7/16	7/32	18	24	x	x	x	
⅜	⅝	¼	16	24	x	x	x	

TABLE III—SCREWS

(1) Hexagon head cap screws, American national coarse or fine-thread series, full finished, mild steel or SAE 1035 steel:

Length	Diameters of screws									
	¼	5/16	⅜	7/16	½	9/16	⅝	¾	⅞	1
½	x	x	x							
⅝	x	x	x							
¾	x	x	x	x	x		x			
⅞	x	x	x							
1	x	x	x	x	x	x	x	x		
1¼	x	x	x	x	x	x	x	x	x	
1½	x	x	x	x	x	x	x	x	x	x
1¾	x	x	x	x	x	x	x	x	x	x
2	x	x	x	x	x	x	x	x	x	x
2¼							x		x	
2½						x		x		x

(2) Fillister head cap screws, American national coarse-thread series:

Lengths	Diameters of screws				
	¼	5/16	⅜	7/16	½
½	x	x			
⅝	x	x			
¾	x	x	x		
⅞	x	x			
1	x	x	x	x	x
1¼	x	x	x	x	x
1½	x	x	x	x	x
1¾	x	x	x	x	x
2	x	x	x	x	x
2¼					x
2½	x	x	x	x	x
3					x

(3) Flat head cap screws, American national coarse-thread series:

Lengths	Diameters of screws					
	¼	5/16	⅜	½	⅝	¾
½	x	x				
⅝	x	x	x			
¾	x	x	x	x		
⅞						
1	x	x	x	x	x	
1¼	x	x	x	x	x	
1½	x	x	x	x	x	x
1¾	x	x	x	x	x	x
2	x	x	x	x	x	x
2¼		x	x	x	x	x
2½		x	x	x	x	x
2¾				x	x	x
3				x	x	x
3½				x		
4				x	x	x

(4) Button head cap screws, American national coarse-thread series:

Lengths	Diameters of screws							
	¼	5/16	⅜	7/16	½	9/16	⅝	¾
⅝	x	x						
½	x	x	x					
⅝	x	x						
¾	x	x	x		x			
1	x	x	x		x		x	
1¼	x	x	x		x			
1½	x	x	x		x		x	
1¾	x	x	x					
2	x	x	x		x		x	
2¼								
2½					x		x	

(5) Headless case hardened set screws, cup point only:

Lengths	Diameters of screws							
	4-40	6-32	8-32	10-24	10-32	1/4-20	5/16-18	3/8-16	1/2-13
⅜	x	x	x	x	x				
7/16	x	x	x	x	x	x			
½	x	x	x	x	x	x	x		
9/16		x	x	x	x	x	x	x	
⅝		x	x	x	x	x	x	x	
¾			x	x	x	x	x	x	x
⅞						x	x		
1						x	x		x
1¼						x	x		x
1½						x	x		x

(6) Square head case hardened set screws, cup and oval points:

Lengths	Diameters of screws								
	¼	5/16	⅜	7/16	½	9/16	⅝	¾	⅞	1
½	x	x	x							
⅝	x	x	x							
¾	x	x	x	x	x		x			
⅞	x	x	x		x					
1	x	x	x	x	x		x	x		
1¼	x	x	x	x	x		x	x	x	
1½	x	x	x	x	x		x	x	x	x
1¾		x	x	x	x		x	x	x	
2	x	x	x	x	x		x	x	x	x
2¼			x	x						
2½				x	x		x	x	x	
3				x	x		x	x	x	
3½							x	x	x	
4							x	x	x	
4½							x	x	x	
5							x	x	x	
6							x	x	x	

(7) Machine screws: [1]

(i) AMERICAN NATIONAL COARSE-THREAD SERIES

Lengths in inches	Machine screw numbers or nominal sizes: 2	3	4	5	6	8	10	12	¼	5/16	⅜	½
	Threads per inch: 56	48	40	40	32	32	24	24	20	18	16	13
⅛	RP	RP	RP	RP	RP	RP	R	R	R			
3/16	frp	frp	FRP	FRP	FRP	FROP	FRP	R	R			
¼	frp	frp	frop	frp	frop	frop	FROP	RP	R			
5/16	frp	frp	frop	frp	frop	frop	frop	FROP	RP			
⅜	frp	frp	frop	frp	frop	frop	fr	fr	FRP			
7/16	r	r	frop	frp	frop	frop	frop	frop	frop	R		
½	frp	frp	frop	frp	frop	frop	r	r	r			
9/16			r	r	r	r	r	r	r	FROP	FR	
⅝	fr	fr	frop	frp	frop	frop	frop	frop	frop	frop	fr	
11/16	r	r	frp	frp	frop	frop	frop	frop	frop	r	frp	F
¾			frp	frp	frop	frop	frop	frop	frop	frop	frp	
13/16			r	r	frop	frop	frop	frop	frop	frop	frp	F
⅞					frp	frop	frop	frop	frop	frop	frp	
15/16					frp	frop	frop	frop	frop	frop	frp	F
1					frp	frop	frop	frop	frop	frop	frp	
1⅛						fr	fr	fr	fr	fr	fr	F
1¼												
1⅜												
1½												
1⅝												
1¾												
2												
2¼												
2½												
2¾												
3												

(ii) AMERICAN NATIONAL FINE-THREAD SERIES [1]

Lengths in inches	Machine screw numbers or nominal sizes: 6	8	10	¼
	Threads per inch: 40	36	32	28
⅛				
3/16	R		R	
¼	r	FR	FRP	
5/16	fr	fr	FROP	R
⅜			frop	FR
7/16	fr	fr	frop	F
½			r	
9/16	fr	fr	frop	fr
⅝	fr	fr	frop	fr
11/16			frop	f
¾	fr	fr	frop	fr
13/16			fr	
⅞	r	r	frop	fr
15/16			frop	fr
1			frop	fr
1⅛			fr	
1¼			frop	fr
1⅜			frop	
1½			frp	
1⅝			frp	r
1¾			r	
2			r	
2¼			r	
2½			r	
2¾			fr	
3			fr	

(iii) BRASS MACHINE SCREWS [1] AMERICAN NATIONAL COARSE-THREAD SERIES

Lengths in inches	Machine screw numbers or nominal sizes: 2	3	4	5	6	8	10	12	¼	5/16	⅜	½
	Threads per inch: 56	48	40	40	32	32	24	24	20	18	16	13
⅛	RP	RP	R	R	R	RP	FRP	R				
3/16	frp	frp	FRP	FRP	FRP	FROP	FRP	FRP	R			
¼	frp	frp	frop	frp	frop	frop	frop	FRP				
5/16	frp	fr	fro	fr	frop	frop	frop	frop	FR	R		
⅜	frp	fr	frop	frp	frop	frop	frop	frop		R		
7/16	r	r	fr	r	fro	fro	fro	r	fr		FR	FR
½	frp	fr	frop	frp	frop	frop	frop	frop		frop		
9/16					r	r	r	r				
⅝	fr	fr	fr	r	frop	frop	frop	fr	fr	frop	fr	fr
11/16	r	r	fr	fr	frop	frop	frop	frop	fr	frop	frp	fr
¾			r		fr	fr	fr	frop	r	fr	f	
13/16								r	r			F
⅞			fr	fr	frop	frop	frop	r	fr	frop	r	fr
15/16					r	r	r				frp	
1								fro	frop	frop	frp	fr
1⅛			r	r	fro	fro	fro	frop	frop	frop	frp	fr
1¼					r	fr	fr	fr	fr	r	f	fr
1⅜					r	r	r	fr	r		r	
1½								r	r	fr		fr
1⅝										r	fr	
1¾											r	
2												
2¼												
2½												
3												

[1] Letters in the vertical columns under the nominal screw sizes indicate the style of head for a particular length of screw thus: F—flat head, R—round head, O—oval head, P—fillister head. Short-length flat and oval head screws indicated in large letters have undercut head, with the countersunk portion approximately two-thirds of the standard height, with slot depths proportionately less, but with standard head diameters.

(iv) BRASS MACHINE SCREWS—AMERICAN NATIONAL FINE-THREAD SERIES

Lengths in inches	Machine screw numbers or nominal sizes: 10	Lengths in inches	Machine screw numbers or nominal sizes: 10
	Threads per inch: 32		Threads per inch: 32
3/16	R	1	frop
¼	FRP	1⅛	r
5/16	FRP	1¼	frop
⅜	frop	1⅜	frop
7/16	fr	1½	fr
½	frop	1⅝	fr
9/16	frop	1¾	r
⅝	frop	2	r
11/16	fr	2¼	r
¾		2½	r
13/16		2¾	r
⅞		3	r
15/16			

(8) Wood screws:

Lengths	Diameters: 2	3	4	5	6	7	8	9	10	12	14	16	18
¼	FRO		FRO										
5/16	FRO	FR	FRO	FRO	FRO								
⅜	FRO	FR	FRO	FRO	FRO	FR	FRO						
7/16	FR	FR	FRO	FRO	FRO	FR	FRO						
½			FRO	FRO	FRO	FRO	FRO	FR	FR	FR			
9/16			FR	FR	FRO	FRO	FRO	FR	FR	FR			
⅝			FRO	FRO	FRO	FRO	FRO	FR	FRO	FR	FR	F	
11/16			F	F	FRO	FRO	FRO	FR	FRO	FRO	FR	F	
¾					FRO	FRO	FRO	FR	FRO	FRO	FR	F	
13/16							FR	F	FRO	FRO	FR	F	
⅞							FR	FR	FRO	FRO	FR	FR	F
15/16									F	FR	FR	F	F
1							FR	F	FRO	FR	FR	F	F
1⅛									F	F	F	F	F
1¼											F	F	F
1⅜													
1½													
1⅝													
1¾													
2													
2¼													
2½													
2¾													
3													
3½													
4													

F—indicates that size is carried in flat head.
R—indicates that size is carried in round head.
O—indicates that size is carried in oval head.

(9) Brass wood screws:

Lengths	Diameters: 2	3	4	5	6	7	8	9	10	12	14	16
¼	FR		FR									
5/16	FRO	F	FRO		R							
⅜	FRO	F	FRO	FRO	FRO		FR					
7/16			FRO	FRO	FRO		FRO	F	FR			
½			FRO	FRO	FRO	FR	FRO	F	FR			
9/16			FR	F	FRO	FR	FRO	F	FR			
⅝			FRO	FRO	FRO	FRO	FRO	FR	FRO	FR	F	
11/16					FRO	FRO	FRO	FR	FRO	FR	F	
¾					FRO	FR	FRO	FR	FRO	FR	F	
13/16							FR		FR	FR	F	
⅞							FRO		FRO	FR	FR	
15/16										FR	FR	F
1										F	F	F
1⅛												
1¼												
1⅜												
1½												
1⅝												
1¾												
2												
2¼												
2½												
2¾												
3												

F—indicates that size is carried in flat head.
R—indicates that size is carried in round head.
O—indicates that size is carried in oval head.

(10) Type "A" self-tapping sheet metal screws:

Lengths	Diameters of screws: No. 4	No. 6	No. 7	No. 8	No. 10	No. 12	No. 14
¼	RBSFO	RBSFO					
5/16	RBSFO	RBSFO	RBSFO	RBSFO	RBSFO		
⅜	RBSFO	RBSFO	RBSFO	RBSFO	RBSFO	RB	RB
7/16	RB-FO	RB-FO	RB-FO	RBSFO	RBSFO	RB	RB
½	RB-FO	RB-FO	RB-FO	RBSFO	RBSFO	RB-F	RB-FO
9/16		RB-FO	RB-FO	RB-FO	RB-FO	RB	RB-FO
⅝		RB-FO	RB-FO	RB-FO	RB-FO	RB-F	RB-FO
11/16				RB-FO	RB-FO	RB-F	RB-FO
¾				RB-FO	RB-FO	RB	RB-F
13/16					RB-FO		RB-F
⅞					RB-FO		RB-F

R—indicates that size is carried in round head.
B—indicates that size is carried in binding head.
S—indicates that size is carried in stove head.
F—indicates that size is carried in countersunk flat head.
O—indicates that size is carried in countersunk oval head.

(11) Type "Z" self-tapping sheet metal screws:

Lengths	Diameters of screws: No. 2	No. 4	No. 6	No. 7	No. 8	No. 10	No. 12	No. 14
¼	RB							
5/16	RB-FO	RBS	RBS					
⅜	RB-FO	RBSFO	RSBFO	RB	RBS	RBS		
7/16	RB	RBS	RBSFO	RB	RBS	RBS		
½	RB	RBSFO	RBSFO	RB	RBSFO	RBS	RB	RBS
9/16		RB-FO	RB-FO	RB	RBSFO	RBSFO	RB	RBS
⅝			RB-FO		RBSFO	RBSFO		RBS
11/16			RB-FO		RB-FO	RB-FO		RB-F
¾			RB-FO		RB-FO	RB-FO		RB-F
13/16					R—FO	R—FO		R—F
⅞						R—FO		R—F
15/16						R—FO		R—F
1						R—FO		R—F

R—indicates that size is carried in round head.
B—indicates that size is carried in binding head.
S—indicates that size is carried in stove head.
F—indicates that size is carried in countersunk flat head.
O—indicates that size is carried in countersunk oval head.

(12) Hexagon head self-tapping cap screws:

Lengths	Diameters of screws: No. 6	No. 8	No. 10	No. 14	5/16	⅜
¼	x	x				
5/16	x	x	x	x		
⅜	x	x	x	x	x	
7/16		x	x	x	x	x
½		x	x	x	x	x
9/16		x	x	x	x	x
⅝		x	x	x	x	x
11/16			x	x	x	x
¾				x		x
13/16						
⅞						
15/16						
1						
1⅛						
1¼						
1⅜						
1½						

TABLE IV—RIVETS

(1) American standard small rivets, round heads:

Lengths	Diameters: 3/16	⅜	5/16	¼	5/16	7/32	⅛
¼				x	x		x
5/16				x	x		
⅜			x	x	x		x
7/16			x	x	x	x	x
½		x	x	x	x	x	x
9/16			x	x	x		
⅝		x	x	x	x		x
¾		x	x	x	x		x
7/8	x	x	x	x	x		x
1	x	x	x	x	x		x
1⅛	x	x	x	x	x		
1¼	x	x	x	x	x		
1⅜		x		x			
1½	x	x	x	x	x		
1⅝		x		x			x
1¾		x	x	x			
2	x		x		x		
2⅛		x		x			
2¼		x		x			
2½		x	x	x	x		
2⅝				x			
3		x					
3½		x					
4				x			

(2) American standard small rivets, flat heads:

Lengths	Diameters: ⅜	5/16	¼	5/16	⅛
5/16				x	x
⅜				x	x
7/16				x	x
½			x	x	x
9/16			x	x	
⅝		x	x	x	
¾	x	x	x	x	
⅞		x	x	x	
1	x				
1⅛	x				
1¼	x				

(3) American standard small rivets, truss or wagon-box head:

Lengths	Diameters: 5/16	¼	5/16
¼			x
5/16			x
⅜		x	x
7/16		x	x
½	x	x	x
9/16		x	
⅝	x		x
¾		x	x
7/8	x	x	x
1		x	x
1⅛		x	x
1¼	x	x	x
1⅜		x	x
1½		x	x
1⅝		x	x
1¾		x	x
2		x	x
2⅛		x	x
2¼		x	x
2⅜			x

(3) American standard small rivets, truss or wagon-box heads—Continued.

Lengths	Diameters		
	5/16	3/4	3/8
2½		x	x
2⅝		x	x
2¾		x	x
2⅞		x	x
3		x	x
3½		x	
4		x	

(4) American standard small rivets, countersunk head:

Lengths	Diameters			
	3/8	5/16	3/4	3/8
1½			x	x
1⅝	x		x	
1¾	x	x	x	
1⅞	x		x	
2			x	
2¼	x	x		
2½	x			x

(5) American standard small rivets, belt rivets:

Numbers	Lengths					
	3/8	1/2	5/8	3/4	7/8	1
7	x	x	x	x	x	x
8	x	x	x	x	x	x
9	x	x	x	x	x	x
10	x	x	x	x	x	x
11	x	x	x	x	x	x
12	x	x	x	x	x	x
13	x	x	x	x	x	x
14	x	x	x	x	x	x

(6) American standard small rivets, tinners' and coopers'. Size numbers refer to the weight of 1000 rivets:

Size		Size		Size	
6	oz.	1¾	lb.	7	lb.
8	oz.	2	lb.	8	lb.
10	oz.	2½	lb.	9	lb.
12	oz.	3	lb.	10	lb.
14	oz.	3½	lb.	12	lb.
1	lb.	4	lb.	14	lb.
1¼	lb.	5	lb.	16	lb.
1½	lb.	6	lb.	18	lb.

(7) American standard large rivets, button heads:

Lengths	Diameters				
	1/2	5/8	3/4	7/8	1
1	x				
1½	x				
1¾	x	x			
2	x	x	x		
2¼	x	x	x		
2½	x	x	x		
2¾	x	x	x		
3		x	x	x	
3¼		x	x	x	
3½		x	x	x	x
3¾			x	x	x
4			x	x	x
4¼				x	x
4½				x	x
4¾				x	x
5				x	x
5½				x	x
6				x	x

TABLE V—STUDS

(1) Milled studs, American national coarse-thread series:

Lengths	Diameters of screws								
	3/8	7/16	1/2	5/8	3/4	7/8	1	1 1/8	1 1/4
1	x	---	x	---	---	---	---	---	---
1¼	x	---	x	---	---	---	---	---	---
1½	x	x	x	---	---	---	---	---	---
1¾	x	x	x	x	---	---	---	---	---
2	x	x	x	x	---	---	---	---	---
2¼	x	---	x	x	---	---	---	---	---
2½	x	x	x	x	---	---	---	---	---
2¾	x	---	x	x	---	---	---	---	---
3	x	x	x	x	x	x	---	---	---
3¼	---	---	---	x	---	---	---	---	---
3½	x	x	x	x	x	x	x	---	---
4	x	---	x	x	x	x	x	x	---
4¼	---	---	---	---	x	---	---	---	---
4½	---	---	x	x	x	x	x	x	---
4¾	---	---	---	---	x	---	---	---	---
5	---	---	x	x	x	x	x	x	---
5½	---	---	---	---	x	x	x	x	---
6	---	---	x	x	x	x	x	x	---

APPENDIX C—DISCOUNTS APPLICABLE UNDER SECTION 13 (a), OTHER THAN PACIFIC COAST

The discounts opposite each product below apply when that product is made from the same or substantially the same grade of raw material as that customarily used in its manufacture between October 1 and 15, 1941 by any of the companies mentioned in section 13. These products are made from steel unless otherwise specifically stated.

GROUP I—BOLTS[1] AND NUTS[1]

	Base discount[1] less case lots	Full case[1] allowance	Carload[1] allowances
Carriage and machine bolts:			
Diameter / *Lengths*	*Pct.*	*Pct.*	*Pct.*
½" and smaller.... 6" and shorter	63½	10	5
9/16" and 5/8" .... 6" and shorter	63½	10	5
¾" through 1" .... 6" and shorter	61	10	5
1⅛" and larger .... All lengths	59	10	5
¼" through 1" .... Longer than 6"	59	10	5
Lag bolts	62	10	5
Plow bolts	65	----	5
Step bolts	56	----	5
Elevator bolts	56	----	5
Tire bolts	50	----	5
Hot galvanized carriage and machine bolts:			
½" and smaller.... 6" and shorter	38	10	5
9/16" and 5/8" .... 6" and shorter	37	10	5
¾" through 1" .... 6" and shorter	36	10	5
1⅛" and larger .... All lengths	34	10	5
¼" through 1" .... Longer than 6"	34	10	5
Hot galvanized lag bolts	39	10	5
Cold punched and hot pressed nuts, square or hex:			
½" and smaller	62	10	5
9/16" through 1"	59	10	5
1⅛" through 1⅜"	57	10	5
1⅜" and larger	56	10	5

SEMIFINISHED HEX NUTS

	Bulk shipments[1]	
	Discounts from bulk lists	
	Base discount[1] less keg lots	Full keg[1] allowance
American standard regular and heavy:	*Percent*	*Percent*
½" and smaller	62	10
9/16" through 1"	59	10
1⅛" through 1⅜"	57	10
1⅜" and larger	56	10
American standard light and American standard light castellated:		
7/16" and smaller	64	10
½" through 1"	60	10
1⅛" through 1⅜"	58	10
American standard heavy slotted nuts	48	----

STOVE BOLTS

	Consumer	Jobber
Packages or less than bulk quantities:		
Nuts separate:		
Plain finish	*Percent* 71-10	*Percent* 71-10-10
Plated finish[1]	68-10	68-10-10
Nuts attached:		
Plain finish	71	71-10
Plated finish[1]	68	68-10
Bulk, 3" and shorter, 15,000 pieces of size and kind, nuts separate	80	80
Bulk, over 3" long, 5,000 pieces of size and kind, nuts separate	80	80

[1] On sales to wholesale hardware jobbers, mill supply houses and steel warehouses customarily carrying bolts, nuts or rivets in stock for resale purposes, an additional discount of 5% shall be allowed.

[1] On any item where more than one full case or keg is ordered, the full container allowance as listed above shall apply to the entire quantity including any fractional overage.

[2] To obtain the carload price, a full carload of material limited to nuts, bolts, screws and/or rivets must be specified for delivery at one time. The minimum weight for a carload will be determined by the weight required to obtain all-rail carload freight rate in published all-rail freight tariff in effect at time of shipment.

[4] Where semi-finished nuts are sold in packages the full keg discount shall apply against the applicable list price schedule for semi-finished nuts furnished in packages.

[1] Plating includes nickel, brass, copper, cadmium, electro-galvanizing, parkerizing, blued and black oil finish.

GROUP II—SCREWS

	Discount from package lists	
	Consumer	Jobber
Machine screws:		
Packages:		
Steel:		
Plain finish	*Percent* 62½-10	*Percent* 62½-10-10
Plated finish[1]	45 -10	45 -10-10
Brass:		
Plain finish	57½-10	57½-10-10
Plated finish[1]	47½-10	47½-10-10
Machine screw and stove bolt nuts:		
Packages:		
Steel:		
Plain finish	45 -10	45 -10-10
Plated finish[1]	22½-10	22½-10-10
Brass:		
Plain finish	67½-10	67½-10-10
Plated finish[1]	60 -10	60 -10-10

	Discount from bulk lists—consumer
Machine screws, bulk, 15,000 pieces of size and kind:	*Percent*
Steel, plain finish	25
Brass, plain finish	33
Machine screw and stove bolt nuts, bulk, 15,000 pieces of size and kind:	
Steel; plain finish	25
Brass; plain finish	10

	Consumer	Jobber
CAP SCREWS		
Hexagon head:		
Upset full finished, up to and including 1" x 6"	*Percent* 64	*Percent* 64-20
Milled-from-bar full finished, up to and including 1" x 6"	60	60-20
Upset 1035 heat treated up to and including 1" x 6"	64	64-20
Upset 1035 heat treated, ¾", ⅞" and 1" diameter up to and including 6"	53	53-20
Fillister head	51	51-20
Flat head	36	36-20
Button head	5	5-20

[1] Plating includes nickel, brass, copper, cadmium, electro-galvanizing, parkerizing, blued and black oil finish.

	Consumer	Jobber
SET SCREWS		
Square head	*Percent* 71	*Percent* 71-20
Headless:		
¼" diameter and larger	60	60-20
No. 10 diameter and smaller	70	70-20

For quantities of one diameter and length of cap screws or set screws as listed below, for one shipment from factory, the following discounts will apply:

Quantities	*Diameters (inches)*
5,000 pieces and over	¼, 5/16, 3/8
2,500 pieces and over	7/16, ½, 9/16, 5/8
1,000 pieces and over	¾, ⅞, 1

	Consumers	
	In packages	In bulk
CAP SCREWS		
Hexagon head:		
Upset full finished, up to and including 1" x 6"	*Percent* 64-20	*Percent* 74
Milled-from-bar, full finished, up to and including 1" x 6"	60-20	71
Upset 1035 heat treated up to and including 5/8" x 6"	64-20	74
Upset 1035 heat treated, 5/8", ¾" and 1" diameter up to and including 6"	53-20	66
Fillister head	51-20	65
Flat head	36-20	54
SET SCREWS		
Square head	71-20	79

Wood screws	Packages; discounts from package lists	
	Consumer	Jobber
Steel:		
Plain finish		
Flat head	*Percent* 45-20-10	*Percent* 45-20-10-7½
Round or oval head	42½-20-10	42½-20-10-7½
Blued:		
Flat head	42½-20-10	42½-20-10-7½
Round or oval head	40-20-10	40-20-10-7½
Brass, bronze, copper, nickel plated (not polished) or electrogalvanized:		
Flat head	35-20-10	35-20-10-7½
Round or oval head	32½-20-10	32½-20-10-7½
Nickel plated (flat head polished):		
Flat head	0-20-10	0-20-10-7½
Cadmium or antique copper plated or statuary bronze, hot galvanized, japanned, parkerized or spartan finish:		
Flat head	30-20-10	30-20-10-7½
Round or oval head	27½-20-10	27½-20-10-7½
Silver plated:		
Flat head	17½-20-10	17½-20-10-7½
Round or oval head	15-20-10	15-20-10-7½
Silver plated (buffer or oxidized):		
Flat, round and oval head	0-20-10	0-20-10-7½
Brass:		
Plain finish:		
Flat head	66-20-10	66-20-10-7½
Round or oval head	64-20-10	64-20-10-7½
Antique copper plated or nickel plated (not polished):		
Flat head	63-20-10	63-20-10-7½
Round or oval head	61-20-10	61-20-10-7½
Nickel plated (flat head polished):		
Flat head	58-20-10	58-20-10-7½

For quantities of 15,000 pieces or more of one diameter and length of wood screws, for one shipment from factory, the following discounts will apply:

Self-tapping sheet metal screws (Types A and Z). Hexagon head self-tapping cap screws. Plain or plated finish[1]	Discounts from package lists	
	Consumer	Jobber
Packages:	*Percent*	*Percent*
#10 x 1" and smaller	35	35-15
#10 x 1¼" to 14 x 2"	27½	27½-15

	Consumers round, flat and oval head. Use bulk list *Percent*
Steel	
Plain finish	67
Blued	65
Brass, bronze, copper plated, electrogalvanized or nickel plated (not polished)	60
Nickel plated (flat head polished)	40
Cadmium plated japanned statuary, bronze, parkerized, antique copper plated, hot galvanized or spartan finish	57
Brass	
Plain finish	79
Antique copper plated	78
Nickel plated (not polished)	78

	Discounts from bulk list — Consumer *Percent*
Bulk, 15,000 pieces of a size and kind, for shipment from factory at one time.	
#10 x 1" and smaller	60
#10 x 1¼" to 14 x 2"	45

[1] Plating includes nickel, brass, copper, cadmium, electro-galvanizing, parkerizing, blued and black oil finish.

[1] Plating includes nickel, brass, copper, cadmium, electro-galvanizing and parkerizing.

GROUP III—RIVETS

	Consumer	Jobber
Rivets:		
7/16" diameter and smaller	65-5%	65-10%
½" diameter and larger: Discount from sum of base price and applicable extras	No Dis.	2½%

GROUP IV—STUDS

	Consumer	Jobber
Studs:		
Milled	*Percent* 46	*Percent* 46-20

APPENDIX D—PACIFIC COAST DISCOUNTS APPLICABLE UNDER SECTION 13 (a)

The discounts opposite each product below apply when that product is made from the same or substantially the same grade of raw material as that customarily used in its manufacture between October 1 and 15, 1941 by any of the companies mentioned in section 13. These products are made from steel unless otherwise specifically stated.

JOBBERS

GROUP I—BOLTS[1] AND NUTS[1]

	Base discounts less case lots	Full case[1] discounts	Full case car-load[1] discounts
Carriage and machine bolts:			
Diameter / *Lengths*	*Pct.*	*Pct.*	*Pct.*
½" and smaller.... 6" and shorter	62.25	65.52	68.87
9/16" and 5/8" .... 6" and shorter	57.03	60.49	66.17
¾" through 1" .... 6" and shorter	54.66	58.36	63.14
1⅛" and larger .... All lengths	52.40	56.29	61.30
¼" through 1" .... Longer than 6"	52.75	56.65	61.52
Lag bolts	55.61	59.22	63.96

JOBBERS—Continued

GROUP I—BOLTS AND NUTS—Continued

	Base discounts less case lots	Full case[1] discounts	Full case car-load[1] discounts
	Pct.	*Pct.*	*Pct.*
Plow bolts	61.27	----	68.03
Step bolts	53.22	----	61.16
Elevator bolts	53.22	----	61.16
Hot Galvanized Carriage, Machine and Lag Bolts	40.00	----	40.00
Cold punched or hot pressed nuts, square or hex:			
½" and smaller	58.92	62.53	66.03
9/16" through 1"	52.76	56.65	61.52
1⅛" through 1⅜"	50.80	54.94	59.89
1⅜" and larger	49.91	54.09	59.09

	Bulk shipments—discounts from bulk lists[1]		Package shipments. Discounts from package lists
	Less keg lots	Full keg lots	
Semi-finished hex nuts:			
American Standard Regular and Heavy:	*Percent*	*Percent*	*Percent*
½" and smaller	58.92	62.53	62.53
9/16" through 1"	52.76	56.65	56.65
1⅛" through 1⅜"	50.86	54.94	54.94
1⅜" and larger	49.91	54.09	54.09
American Standard Light and American Standard Light Castellated:			
½" and smaller	60.82	64.24	64.24
9/16" through 1"	53.71	57.51	57.51
1⅛" through 1⅜"	51.81	55.80	55.80

[1] On any item where more than one full case or keg is ordered, the full container allowance as listed above shall apply to the entire quantity including any fractional overage.

[2] To obtain the carload price, a full carload of material limited to bolts, nuts, screws and/or rivets must be specified for delivery at one time. The weight for a carload will be determined by the weight required to obtain the all-rail carload freight rate in published all-rail freight tariff in effect at time of shipment.

GROUP II—RIVETS

	Percent
Rivets: 7/16" diameter & smaller	63

CONSUMERS

GROUP III—BOLTS AND NUTS[1]

	Base discounts less case lots	Full case[1] discounts	Full case car-load[1] discounts
Carriage and machine bolts:			
Diameter / *Length*	*Pct.*	*Pct.*	*Pct.*
½" and smaller.... 6" and shorter	60.52	63.97	67.40
9/16" and 5/8" .... 6" and shorter	55.21	58.86	63.62
¾" to 1" .... 6" and shorter	52.71	56.61	61.48
1⅛" and larger .... All lengths	50.35	54.45	59.55
¼" through 1" .... Over 6" long	50.71	54.81	59.76
Lag bolts	53.71	57.61	62.34
Plow bolts	60.02	----	66.97
Step bolts	51.02	----	59.28
Elevator bolts	51.02	----	59.28
Hot galvanized carriage, machine and lag bolts	35.00	----	35.00
Cold punched and hot pressed nuts, square or hex:			
½" and smaller	57.02	60.82	64.41
9/16" through 1"	50.71	54.81	59.77
1⅛" through 1⅜"	48.71	53.61	58.06
1⅜" and larger	47.71	52.11	57.21

[1] On any item where more than one full case or keg is ordered, the full container allowance as listed above shall apply to the entire quantity including any fractional overage.

[1] To obtain the carload price, a full carload of material limited to bolts, nuts, screws and/or rivets must be specified for delivery at one time. The weight for a carload will be determined by the weight required to obtain the all-rail carload freight rate in published all-rail tariff in effect at time of shipment.

CONSUMERS—Continued

GROUP III—BOLTS AND NUTS—Continued

Semi-finished hex nuts	Bulk shipments. Discounts from bulk lists		Package shipments. Discounts from package lists
	Less keg lots	Full keg lots[1]	
American standard heavy or American standard regular:	*Percent*	*Percent*	*Percent*
½" and smaller	57.02	60.82	60.82
9/16" through 1"	50.71	54.81	54.81
1⅛" through 1½"	48.71	53.01	53.01
1⅝" and larger	47.71	52.11	52.11
American standard light and American standard light castellated:			
½" and smaller	59.02	62.62	62.62
9/16" through 1"	51.71	55.71	55.71
1⅛" through 1½"	49.71	53.91	53.91

[1] On any item where more than one full case or keg is ordered, the full container allowance as listed above shall apply to the entire quantity including any fractional overage.

GROUP IV—RIVETS

Rivets:
7/16" diameter and smaller..... 61 percent

APPENDIX E—EXPORTS AND EXPORT SALES

"Export" and "export sale" are defined in the Second Revised Maximum Export Price Regulation.[1] In general, the Second Revised Maximum Export Price Regulation uses as the base price the seller's "maximum domestic price applicable to the transaction." For the purposes of the Second Revised Maximum Export Price Regulation a producer's "maximum domestic price applicable to the transaction" for bolts, nuts, screws and rivets is as follows:

(a) *Export sales by producers located at points east of the Pacific Coast*—(1) *Bolts, nuts, screws and rivets contained in both Appendix B and Table I of this appendix.* The "maximum domestic price applicable to the transaction" shall be the applicable export list price, including extras, published by any of the following producers and in effect between October 1 and 15, 1941:

American Screw Company
Armco International Corp.
Bayonne Bolt Corporation
Bethlehem Steel Export Corp.
Buffalo Bolt Company
Champion Rivet Company
Clark Brothers Bolt Company
Lamson and Sessions Company
Milton Manufacturing Company
National Screw and Mfg. Company
Oliver Iron and Steel Corporation
The Charles Parker Company
Republic Steel Corporation
Russell, Burdsall & Ward Bolt & Nut Co.

Provided, That:

(1) In the case of a large rivet a base price of $4.25 per hundred pounds for carload or $4.45 per hundred pounds for less than carload shall be used and the applicable extras published by any of the producers listed above and in effect between October 1 and 15, 1941, may be added;

(ii) There shall be deducted the applicable discounts in Table I of this appendix and there may be added the applicable extras in Table I;

(iii) Where a Lend-Lease sale is made to a procurement agency of the Government, the following discounts shall be deducted in addition to those otherwise prescribed by this subparagraph (1):

Wood screws	10%
Rivets ½" or more in diameter	2½%
All other bolts, nuts, screws and rivets	5%

(iv) Adjustment shall be made for credit terms in accordance with the selling producer's customary practice in effect between October 1 and 15, 1941, and for additional applicable discounts customarily granted by the selling producer to a specific purchaser or to specific classes of purchasers between October 1 and 15, 1941;

(v) On shipments of 300 lbs. or more there may be added the public carrier's actual transportation charge to the extent that such charge exceeds the lowest applicable railroad charge for the transportation of an identical quantity from the point of shipment to the vessel's side in New York City, and on shipments of less than 300 lbs. there may be added the public carrier's transportation charge to the extent actually incurred;

(vi) A maximum domestic price computed as above includes standard export packing and export premium and expenses customarily absorbed by the selling producer on similar shipments between October 1 and 15, 1941.

(2) *Modifications of bolts, nuts, screws and rivets contained in both Appendix B and Table I of this appendix.* A producer's "maximum domestic price applicable to the transaction" shall be:

(i) For an intermediate length of any bolt or screw contained in Appendix B, the applicable price for the next longer size of the same type and diameter contained in the list prices mentioned in subparagraph (1), computed as prescribed in subparagraph (1); or, when priced from weight list prices, the applicable price for the next shorter size of the same type and diameter contained in the list prices mentioned in subparagraph (1), computed as prescribed in subparagraph (1);

(ii) For an intermediate length or diameter or both of any small rivet, the applicable price for the next smaller size contained in the list prices mentioned in subparagraph (1), computed as prescribed in subparagraph (1);

(iii) For an intermediate length or diameter or both of any large rivet, a price computed as prescribed in subparagraph (1);

(iv) For a modification of a bolt or a rivet, which modification is described in any of the extras published with the list prices mentioned in subparagraph (1), a price computed as prescribed in subparagraph (1), with the applicable extras included in the list price;

(v) For a semi-finished nut which is standard except double chamfered, the applicable maximum price for the standard nut, computed as prescribed in subparagraph (1), except that 10 percent may be added to the applicable list price;

(vi) For an American standard light semi-finished nut which is standard except coarse thread, the applicable price for the standard nut, computed as prescribed in subparagraph (1);

(vii) For an item contained in both Appendix B and Table I, or in subdivisions (i) through (vi) above, but modified by a special treatment or surface finish, the maximum price for such item plus the charge customarily made by the selling producer for such special treatment or surface finish between October 1 and 15, 1941: *Provided*, That on an order contained in subdivision (i), (v) or (vi) above, or for a bolt contained in (iv) above, a net charge of $10.00 may be added when the quantity does not exceed the applicable quantity shown below:

	Pieces
Stove bolts, wood screws and machine screws	25,000
Sheet metal screws	50,000
All other bolts and screws:	
½" x 6" and smaller	15,000
9/16" through ¾" diameter through 6" long	10,000
⅞" through 1¼" diameter through 6" long	3,000
Any diameter through 1¼" longer than 6" through 12"	1,000
Any diameter through 1¼" longer than 12"	500
Nuts:	
¼" diameter and smaller	50,000
5/16" diameter through ⅜"	25,000
7/16" diameter through 9/16"	10,000
⅝" diameter through ¾"	5,000
⅞" diameter through 1⅜"	1,000
1½" diameter and larger	250

(3) *Bolts, nuts, screws and rivets not covered by subparagraph (1) or (2) but contained in an export price schedule published or customarily used by the selling producer between October 1 and 15, 1941.* A producer's "maximum domestic price applicable to the transaction" shall be the applicable price contained in any export price schedule published or customarily used for pricing purposes by such producer between October 1 and 15, 1941, plus the applicable extras customarily charged by such producer between October 1 and 15, 1941: *Provided*, That:

(i) There shall be deducted from said price the applicable discounts customarily deducted by such producer between October 1 and 15, 1941;

(ii) Intermediate lengths shall be priced by the method customarily used by the selling producer between October 1 and 15, 1941;

(iii) Where a Lend-Lease sale is made to a procurement agency of the Government the following discounts shall be deducted in addition to those otherwise prescribed by this subparagraph (3):

Wood screws	10 percent.
Mild steel track bolts and track bolt nuts.	10 cents per 100 lbs.
Rivets ½" or more in diameter.	2½ percent.
All other bolts, nuts, screws and rivets.	5 percent.

(iv) Adjustment shall be made for credit terms in accordance with the selling producer's customary practice in effect between October 1 and 15, 1941, and for additional applicable discounts which were customarily granted by the selling producer to a specific purchaser or to specific classes of purchasers between October 1 and 15, 1941;

(v) Adjustment shall be made for applicable charges or allowances for delivery customarily made by such producer between October 1 and 15, 1941;

(vi) A maximum domestic price computed as above includes standard export packing and export premiums and expenses customarily absorbed by the selling producer on similar shipments between October 1 and 15, 1941; and

(vii) A net charge of $10.00 may be added on an order for an item contained in this subparagraph (3) when neither sold from stock nor customarily carried in stock at time of shipment and when the quantity does not exceed the applicable quantity shown below:

	Pieces
Stove bolts, wood screws and machine screws	25,000
Sheet metal screws	50,000
All other bolts and screws:	
½" x 6" and smaller	15,000
9/16" through ¾" diameter through 6" long	10,000
⅞" through 1¼" diameter through 6" long	3,000
Any diameter through 1¼" longer than 6" through 12"	1,000
Any diameter through 1¼" longer than 12"	500
Nuts:	
¼" diameter and smaller	50,000
5/16" diameter through ⅜"	25,000
7/16" diameter through 9/16"	10,000
⅝" diameter through ¾"	5,000
⅞" diameter through 1⅜"	1,000
1½" diameter and larger	250

(4) *Bolts, nuts, screws and rivets not covered by subparagraphs (1), (2) or (3).* A producer's "maximum domestic price applicable to the transaction" shall be the maximum delivered price which such producer may charge a domestic consumer located at the port of exit, computed in accordance with paragraph (a), (b), (c) or (d) of section 13, whichever paragraph is applicable: *Provided*, That:

(i) Where a Lend-Lease sale is made to a procurement agency of the Government the following discounts shall be deducted in addition to the discounts prescribed by the applicable paragraph of section 13:

Wood screws	10 percent.
Mild steel track bolts and track bolt nuts	10 cents per 100 lbs.
Rivets ½" or more in diameter	2½ percent.
All other bolts, nuts, screws and rivets	5 percent.

(ii) The excess of the cost of placing the shipment at the vessel's side over the cost of delivering an identical shipment to a consumer at the port of exit may be added; and

(iii) A maximum domestic price computed as above includes domestic packing only and does not include export packing or export premiums.

(b) *Export sales by producers located on the Pacific Coast.* A producer's "maximum domestic price applicable to the transaction" shall be the maximum delivered price which such producer may charge a domestic consumer located at the port of exit, computed in accordance with paragraph (a), (b), (c) or (d) of section 13, whichever paragraph is applicable: *Provided*, That:

(1) Where a Lend-Lease sale is made to a procurement agency of the Government the following discounts shall be deducted in addition to those prescribed by the applicable paragraph of section 13:

Wood screws	10 percent.
Mild steel track bolts and track bolt nuts	10 cents per 100 lbs.
Rivets ½" or more in diameter	2½ percent.
All other bolts, nuts, screws and rivets	5 percent.

(2) The excess of the cost of placing the shipment at the vessel's side over the cost of delivering an identical shipment to a consumer at the port of exit may be added; and

(3) A maximum domestic price computed as above includes domestic packing only and does not include export packing or export premiums.

[1] Section 11 (a) (1) of the Second Revised Maximum Export Price Regulation reads as follows:

(1) "Export" or "export sale" means:

(i) Any sale of a commodity by a seller or his agent in the continental United States to a purchaser outside thereof in which the selling or invoicing is done in the continental United States, or is done outside the continental United States on behalf of a principal or parent firm in the continental United States, and the commodity sold is or has been transported from the continental United States to a point outside thereof;

(ii) Any sale to a procurement agency of the United States for Lend-Lease purposes;

(iii) Any sale to an agency of a foreign government;

(iv) Any sale of the exported commodity by an agent abroad of the exporter for the exporter's account, or by a firm owned or controlled by the exporter, within a period of two years after the date of shipment of the commodity from the continental United States except as provided in section 9 (g).

TABLE I

Discounts and packing extras applicable under Appendix E. The discounts opposite each product below apply when that product is made from the same or substantially the same grade of raw material as that customarily used in its manufacture between October 1 and 15, 1941, by any of the companies mentioned in this Appendix E. These products are made from steel unless otherwise specifically stated.

GROUP I—BOLTS AND NUTS[1]

Diameter	Lengths	Percent
Carriage and machine bolts:[2]		
½" and smaller	6" and shorter rolled thread.[2]	70–10–5
½" and smaller	6" and shorter cut thread.	70–5
7/16" and 9/16"	6" and shorter cut thread.	60–10–5
⅝" through 1"	6" and shorter cut thread.	60–10
¾" through 1"	Longer than 6" cut thread.	60–10
1⅛" and larger	All lengths (machine bolts only) — cut thread.	60
Lag bolts		60–5
Stove bolts		76½
Plow bolts		60–10
Tire bolts		40–10
Step bolts		50–10
Elevator bolts		50–10
Cold punched hex nuts, in bulk:		
¼" through 1⅛"		(4)
1⅜" and larger		(4)
Hot pressed hex or square nuts, in bulk:		
¼" through 1⅛"		(5)
1⅜" and larger		(4)

[1] Packing extras except for semi-finished hex nuts:

Packing in standard cases or kegs of approximately 200 or 224 pounds.	No extra.
Packing, when so ordered, in cases or kegs of less than 200 pounds.	30¢ net extra per container.
Packing, when so ordered in bags (any weight).	30¢ net extra per bag.
Quantity extras except for stove bolts and semi-finished hex nuts:	
Items ordered in quantities of less than 200 pounds of a size.	Add 50¢ net per item.

(This quantity extra is in addition to extras shown above when ordered with special packing.)

[2] Carriage and machine bolts sold from weight list price schedules are furnished in bulk only.

[3] The discount applying to cut thread carriage and machine bolts shall apply to rolled thread carriage and machine bolts sold from weight list price schedules.

[4] $2.50 per 100 pounds off list.

[5] List net.

Semi-finished hex nuts:	*Percent*
American standard heavy, in bulk:	
½" & smaller	65–10
9/16" through 1"	65
1⅛" through 1½"	60–5
1⅝" & larger	60
American standard light and American standard light castellated, in bulk:	
7/16" & smaller	70
½" through 1"	65
1⅛" through 1½"	60–10
American standard heavy slotted hex nuts, in bulk	40–10

GROUP II—SCREWS[1]

	Percent
Cap screws:	
Hex head:	
Full finished up to and including 1" x 6"	64–10
1035 heat treated, up to and including ⅝" x 6"	64–10
1035 heat treated, ¾", ⅞" and 1" diameter to 6"	53–10
Fillister head	51–10
Flat head	36–10
Button head	5–10
Set screws:	
Square head	71–10
Headless, ¼" diameter & larger	60–10
Wood screws:	
Steel, plain finish	30
Brass, plain finish	30

[1] Packing extras except on wood screws:

Packing in standard cases or kegs of approximately 200 or 224 pounds.	No extra.
Packing, when so ordered, in cases or kegs of less than 200 pounds.	30¢ net extra per container.
Packing, when so ordered in bags (any weight).	30¢ net extra per bag.
Quantity extras except on wood screws:	
Items ordered in quantities of less than 200 lbs. of a size.	Add 50¢ net per item.

(This quantity extra is in addition to extras shown above when ordered with special packing.)

GROUP III—RIVETS[1]

Rivets:
7/16" diameter and smaller.. 62½%.
½" diameter and larger: See paragraph (a) (1) (i) of this Appendix E.

[1] Rivet packing extras:

7/16" diameter and smaller:	
Kegs of 100 to 199 lbs. or bags of 100 lbs. and up	Add 1¢ to list.
50 lb. boxes or bags	Add 3¢ to list.
25 lb. boxes or bags	Add 4¢ to list.
5 or 10 lb. packages	Add 5¢ to list.
1 lb. packages	Add 8¢ to list.
½" diameter and larger: Packed in 100 to 199 lb. kegs or bags	Add 25¢ per 100 lbs.

This regulation shall become effective July 12, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 7th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–9997; Filed, July 7, 1944; 11:31 a. m.]

PART 1390—MACHINERY AND TRANSPORTATION EQUIPMENT

[MPR 136,[1] Amdt. 122]

MACHINES AND PARTS, AND MACHINERY SERVICES

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 4748.

Section 1390.25 (a) (42) is revoked.

This amendment shall become effective July 12, 1944.

Issued this 7th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9993; Filed, July 7, 1944; 11:31 a. m.]

PART 1499—COMMODITIES AND SERVICES

[MPR 211,[1] Amdt. 7]

COTTON GINNING SERVICES AND BAGGING AND TIES

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Maximum Price Regulation 211 is amended in the following respects:

1. Paragraph (d) is added to § 1499.552 to read as follows:

(d) *Maximum prices for ginners who during the base period did not charge separately for cotton ginning services and for bagging and ties.* For those ginners who during the base period did not charge separately for cotton ginning services and for bagging and ties the maximum charge per bale for performing cotton ginning services, including the furnishing of bagging and ties, shall be 108% of the highest dollars-and-cents price per bale charged by such ginners for supplying the same or substantially similar services to purchasers of the same general class during the base period.

2. Section 1499.558 is added to read as follows:

§ 1499.558 *Exemptions.* This regulation shall not apply to any cotton gin, which would be otherwise covered by it, if the maximum price for its ginning services and bagging and ties is established or otherwise regulated, and if the business of cotton ginning has been classified appropriately as a public utility and is regulated as such, by state or municipal authority.

3. Section 1499.552 (a) (5) is revoked.

This amendment shall become effective July 12, 1944.

Issued this 7th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-10001; Filed, July 7, 1944; 11:33 a. m.]

PART 1499—COMMODITIES AND SERVICES

[Rev. SR 14 to GMPR, Amdt. 150]

TRANSPORTATION OF PETROLEUM PRODUCTS BY TANK TRUCK IN COLORADO

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 7.21 is added to read as follows:

SEC. 7.21 *Transportation of petroleum products by tank truck within the State of Colorado.* The maximum rates for the transportation of petroleum and petroleum products in bulk in tank trucks between points within the State of Colorado by private motor carriers are the rates and charges set forth in an order issued by The Public Utilities Commission of the State of Colorado on May 12, 1944 in Case No. 1585, Decision No. 22316, effective June 1, 1944, or the maximum rates established by the General Maximum Price Regulation or any supplementary regulation or order issued by the Office of Price Administration.

This amendment shall become effective July 12, 1944.

Issued this 7th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-10000; Filed, July 7, 1944; 11:31 a. m.]

Notices

TREASURY DEPARTMENT.

Office of the Secretary.

[1944 Dept. Circ. 740,[1] Amdt. 1]

2½ PERCENT TREASURY BONDS OF 1965–70

PAYMENT

Section IV *Payment* of Department Circular No. 740, dated June 12, 1944, is hereby amended to read as follows:

IV. *Payment.* 1. Payment at par and accrued interest, if any, for bonds allotted hereunder must be made on or before June 26, 1944, or on later allotment; *Provided, however,* That bonds allotted to life insurance companies, to savings institutions, and to States, municipalities, political subdivisions and similar public corporations, and agencies thereof, may be paid for, in whole or in part, at par and accrued interest, at any time or times, with payment to be completed not later than September 30, 1944. One day's accrued interest is $0.068 per $1,000. Any qualified depositary will be permitted to make payment by credit for bonds allotted to it for itself and its customers up to any amount for which it shall be qualified in excess of existing deposits, when so notified by the Federal Reserve Bank of its District.

[SEAL] HENRY MORGENTHAU, Jr.,
Secretary of the Treasury.

[F. R. Doc. 44-9987; Filed, July 7, 1944; 11:13 a. m.]

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 6363.

[1944 Dept. Circ. 741,[1] Amdt. 1]

2 PERCENT TREASURY BONDS OF 1952–54

PAYMENT

Section IV *Payment* of Department Circular No. 741, dated June 12, 1944, is hereby amended to read as follows:

IV. *Payment.* 1. Payment at par and accrued interest, if any, for bonds allotted hereunder must be made on or before June 26, 1944, or on later allotment: *Provided, however,* That bonds allotted to life insurance companies, to savings institutions, and to States, municipalities, political subdivisions and similar public corporations, and agencies thereof, may be paid for, in whole or in part, at par and accrued interest, at any time or times, with payment to be completed not later than September 30, 1944. One day's accrued interest is $0.055 per $1,000. Any qualified depositary will be permitted to make payment by credit for bonds allotted to it for itself and its customers up to any amount for which it shall be qualified in excess of existing deposits, when so notified by the Federal Reserve Bank of its District.

[SEAL] HENRY MORGENTHAU, Jr.,
Secretary of the Treasury.

[F. R. Doc. 44-9988; Filed, July 7, 1944; 11:13 a. m.]

DEPARTMENT OF LABOR.

Office of the Secretary.

[WLD-27]

AUTOMOTIVE TRADES STEAMSHIP CO. AND T. J. MCCARTHY STEAMSHIP CO.

FINDINGS AS TO CONTRACTS IN PROSECUTION OF THE WAR

In the matter of Automotive Trades Steamship Co. and T. J. McCarthy Steamship Co., Detroit, Michigan; (Case No. S-1071).

Pursuant to section 2 (b) (3) of the War Labor Disputes Act (Pub. no. 89, 78th Cong., 1st sess.) and the directive of the President dated August 10, 1943 published in the FEDERAL REGISTER, August 14, 1943, and

Having been advised of the existence of a labor dispute involving the Automotive Trades Steamship Co. and the T. J. McCarthy Steamship Co. of Detroit, Michigan;

I find that the transportation of grain and other commodities between points on the Great Lakes by the above companies pursuant to Commodity Credit Corporation contracts for the purchase thereof, is contracted for in the prosecution of the war within the meaning of section 2 (b) (3) of the War Labor Disputes Act.

Signed at Washington, D. C., this 5th day of July 1944.

FRANCES PERKINS,
Secretary of Labor.

[F. R. Doc. 44-10008; Filed, July 7, 1944; 11:41 a. m.]

[1] 9 F.R. 6365.

CIVIL AERONAUTICS BOARD.

[Docket Nos. 1345 and 1346]

AMERICAN EXPORT AIRLINES, INC.

NOTICE OF HEARING

In the matter of the application of American Export Lines, Inc., for approval of a plan for the divestiture of control of American Export Airlines, Inc., and the application of American Airlines, Inc., for approval of acquisition of control of American Export Airlines, Inc., under sections 408 and 412 of the Civil Aeronautics Act of 1938, as amended.

Notice is hereby given, pursuant to the Civil Aeronautics Act of 1938, as amended, particularly sections 401 and 1001 of said act, that a hearing in the above-entitled proceeding is assigned to be held on July 24, 1944, at 10 a. m. (eastern war time), in Conference Room A, Departmental Auditorium, Constitution Avenue between 12th and 14th Streets NW., Washington, D. C., before Examiner Thomas L. Wrenn.

Dated: Washington, D. C., July 5, 1944.

By the Civil Aeronautics Board.

[SEAL] FRED A. TOOMBS,
Secretary.

[F. R. Doc. 44-9974; Filed, July 7, 1944; 10:12 a. m.]

CIVIL SERVICE COMMISSION.

CONDITION OF THE APPORTIONMENT AT CLOSE OF BUSINESS FRIDAY, JUNE 30, 1944

The apportioned classified Civil Service includes central offices physically located in Washington, D. C., or elsewhere. Positions in local post offices, customs districts and other field services outside of the District of Columbia which are subject to the Civil Service act are filled almost wholly by persons who are local residents of the general community in which the vacancies exist. It should be noted and understood that so long as a person occupies, by original appointment, a position in the apportioned service, the charge for his appointment continues to run against his state of original residence. Certifications of eligibles are first made from states which are in arrears. The apportionment is observed in certifications except to low salaried positions; but as persons who received appointments in the Departmental Service under the War Service Regulations do not thereby acquire a permanent classified civil service status, their appointments are not charged to the apportionment.

State	Number of positions to which entitled	Number of positions occupied
IN ARREARS		
1. Virgin Islands	19	0
2. Puerto Rico	1,435	53
3. Hawaii	325	24
4. Alaska	66	13
5. California	5,304	1,503
6. Michigan	4,036	1,546
7. Louisiana	1,815	703
8. Arizona	383	192
9. Texas	4,926	2,547
10. Alabama	2,175	1,249
11. Kentucky	2,185	1,259
12. Georgia	2,399	1,394
13. Mississippi	1,677	1,011
14. Ohio	5,304	3,219
15. South Carolina	1,459	914
16. Oregon	837	531
17. Arkansas	1,497	1,011
18. Nevada	85	59
19. Washington	1,333	932
20. Indiana	2,632	1,862
21. New Jersey	3,194	2,296
22. New Mexico	408	306
23. Illinois	6,064	4,632
24. Wisconsin	2,409	1,876
25. North Carolina	2,743	2,184
26. Tennessee	2,239	1,804
27. Idaho	403	331
28. Connecticut	1,312	1,102
29. Florida	1,457	1,226
30. Rhode Island	548	495
31. Delaware	205	194
32. Missouri	2,606	2,770
33. Utah	423	422
IN EXCESS		
34. Massachusetts	3,315	3,322
35. Maine	651	675
36. Pennsylvania	7,602	7,891
37. New Hampshire	377	392
38. Vermont	276	290
39. Oklahoma	1,794	1,941
40. West Virginia	1,461	1,632
41. Iowa	1,949	2,207
42. Montana	430	507
43. Colorado	863	1,025
44. Minnesota	2,144	2,668
45. Wyoming	192	237
46. New York	10,350	13,444
47. North Dakota	493	660
48. Kansas	1,383	1,908
49. South Dakota	494	848
50. Nebraska	1,010	1,794
51. Virginia	2,056	4,270
52. Maryland	1,398	4,565
53. District of Columbia	509	13,002

Gains	303
Losses	2,362
Total appointments	102,940

NOTE: Number of employees occupying apportioned positions who are excluded from the apportionment figures under sec. 3, Rule VII, and the Attorney General's Opinion of August 25, 1934, 21,530.

By direction of the Commission.

[SEAL] L. A. MOYER,
Executive Director and Chief Examiner.

[F. R. Doc. 44-9975; Filed, July 7, 1944; 10:16 a. m.]

FEDERAL DEPOSIT INSURANCE CORPORATION.

INSURED STATE BANKS

CALL FOR REPORT OF CONDITION

Resolution of Board of Directors adopted June 30, 1944, authorizing call for report of condition on insured State banks not members of the Federal Reserve System except banks in the District of Columbia and mutual savings banks.

Pursuant to the provisions of paragraph (3) of subsection (k) of section 12B of the Federal Reserve Act, as amended, be it resolved that each insured State bank not a member of the Federal Reserve System, except a bank in the District of Columbia and a mutual savings bank, be, and hereby is, required to submit to the Federal Deposit Insurance Corporation within ten days after receipt of notice of this resolution a report of its condition as of the close of business Friday, June 30, 1944, on Form 64 (Short form)—Call No. 21.[1] Said report of condition shall be prepared in accordance with the booklet entitled, "Instructions for the Preparation of Reports of Condition on Form 64, December 1938".

[SEAL] FEDERAL DEPOSIT INSURANCE CORPORATION,
By E. F. DOWNEY,
Secretary.

[F. R. Doc. 44-9977; Filed, July 7, 1944; 10:20 a. m.]

INSURED MUTUAL SAVINGS BANKS

CALL FOR REPORT OF CONDITION

Resolution of Board of Directors adopted June 30, 1944, authorizing call for report of condition on insured mutual savings banks not members of the Federal Reserve System.

Pursuant to the provisions of paragraph (3) of subsection (k) of section 12B of the Federal Reserve Act, as amended, be it resolved that each insured mutual savings bank, not a member of the Federal Reserve System be, and hereby is, required to submit to the Federal Deposit Insurance Corporation within ten days after receipt of notice of this resolution a report of its condition as of the close of business Friday, June 30, 1944, on Form 64 (Savings).[1] Said report of condition shall be prepared in accordance with the booklet entitled "Instructions for the Preparation of Reports of Condition on Form 64 (Savings and Reports of Earnings and Dividends on Form 73 (Savings) by Insured Mutual Savings Banks", issued as of December, 1940.

[SEAL] FEDERAL DEPOSIT INSURANCE CORPORATION,
By E. F. DOWNEY,
Secretary.

[F. R. Doc. 44-9978; Filed, July 7, 1944; 10:20 a. m.]

INSURED BANKS

ORDER FOR FILING OF CERTIFIED STATEMENT

Pursuant to the provisions of paragraph (1) of subsection (h) of section 12B of the Federal Reserve Act, as amended (U.S.C., 1940 Ed., title 12, sec. 264 (h) (1); *It is ordered,* That each insured bank file with the Corporation on

[1] Filed as part of the original document.

or before July 15, 1944, the following described certified statement forms:[1] (1) Certified Statement—Part One, Based on Deposits for the Six Months Ending June 30, 1944, Form 545–R, in quadruplicate; and (2) Recapitulation of the Monthly Totals of Certified Statement—Part Two, for the Six Months Ending June 30, 1943, Form 555–R, in triplicate.

[SEAL] FEDERAL DEPOSIT INSURANCE CORPORATION,
By E. F. DOWNEY,
Secretary.

[F. R. Doc. 44–9976; Filed, July 7, 1944; 10:20 a. m.]

INTERSTATE COMMERCE COMMISSION.

[S. O. 70–A, Special Permit 348]

RECONSIGNMENT OF GRAPEFRUIT AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely, the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Chicago, Illinois, July 4, 1944, by Andrews Brothers Company of cars of grapefruit, now on the C. R. I. & P. Railroad, PFE 43981 to Detroit, Michigan, and ART 15480 to Boston, Massachusetts.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 4th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–9989; Filed, July 7, 1944; 11:27 a. m.]

[S. O. 200, Special Permit 120]

REICING OF POTATOES AT ROANOKE, VA.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402), of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice in transit, one time only, at Roanoke, Virginia (N&W), as ordered by U. S. Army Quarter Master Corps, car ART 18210, potatoes, moving July 4, 1944, from North American Cold Storage Company, National Stock Yards, Illinois, to Supply Officer, Naval Supply Depot, Norfolk, Virginia (B&O-N&W).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 4th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–9990; Filed, July 7, 1944; 11:27 a. m.]

[S. O. 200, Special Permit 121]

REICING OF POTATOES AT EAST BUFFALO, N. Y.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice in transit, one time only, at East Buffalo, New York (NYC), as ordered by U. S. Army Quarter Master Corps, car PFE 90868, potatoes, shipped July 4, 1944, from Stillwell Cold Storage Company, Hannibal, Missouri, to New York Navy Yard, c/o National Cold Storage Company, Brooklyn, N. Y. (CB&Q–NYC).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 4th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–9991; Filed, July 7, 1944; 11:27 a. m.]

OFFICE OF PRICE ADMINISTRATION.

[MPR 64, Order 146]

ANDES RANGE AND FURNACE CORP.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 146 under Maximum Price Regulation No. 64. Domestic cooking and heating stoves. Approval of maximum prices for sales of stoves manufactured by Andes Range and Furnace Corporation.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator, by the Emergency Price Control Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, and in accordance with section 10 of Maximum Price Regulation No. 64, and section 9.3 of Revised Supplementary Regulation No. 14; *It is ordered:*

(a) Andes Range and Furnace Corporation, 117 Evans Street, Geneva, New York, may sell and deliver the following nine models of stoves which it manufactures, to retailers, at prices no higher than the following:

Model No.	Type	Maximum price exclusive Federal excise tax (each)
54	Coal and gas combination range	$108.03
53	do	96.76
R53	do	101.72
4800	Oil and gas combination range	114.00
4600	do	107.26
105	Coal and gas bungalow range	78.99
R105	do	82.99
55	Coal and wood range	73.21
56	do	82.03

These prices are subject to a cash discount of 1% for payment before the tenth prox. and include full freight allowances in the New England and Middle Atlantic States. These prices are also subject to terms, discounts, and allowances no less favorable than those in effect during the period January 15, to June 1, 1941.

(b) Retailers whose maximum prices for the stoves listed below, manufactured by Andes Range and Furnace Corp., Geneva, New York, were established under the General Maximum Price Regulation, may sell and deliver the listed models at prices no higher than those arrived at by adding to their established maximum prices in effect for each stove prior to April 18, 1944, the dollars-and-cents amount listed below opposite each model of stove. The sum of these two figures shall constitute the seller's new maximum price for the particular model.

Model No.	Type	Permitted increase in maximum price (each)
54	Coal and gas combination range	$6.57
53	do	6.70
R53	do	2.26
4800	Oil and gas combination range	None
4600	do	4.66
105	Coal and gas bungalow range	12.30
R105	do	6.80
55	Coal and wood range	11.71
56	do	11.23

(c) At the time of or prior to the first invoice after the effective date of this order, for the sale of any stove for which a maximum price is established by this order, to each retailer, Andes Range and Furnace Corp., shall notify the purchaser of the method provided by this order for determining maximum prices for resales by the retailer. This notice may be given in any convenient form.

(d) This order may be revoked or amended by the Price Administrator at any time.

(e) This order shall become effective July 6, 1944.

Issued this 5th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–9901; Filed, July 5, 1944; 4:33 p. m.]

[MPR 64, Order 147]

BROWN STOVE WORKS, INC.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 147 under Maximum Price Regulation No. 64. Domestic cooking and heating stoves. Approval of maximum prices for sales of one new model magazine feed circulating coal heater manufactured by Brown Stove Works, Inc.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, Executive Order Nos. 9250 and 9328, and in accordance with sections 7 and 11 of Maximum Price Regulation No. 64; *It is ordered:*

(a) Brown Stove Works, Inc., Cleveland, Tennessee, may sell and deliver the new model No. 630–M magazine feed circulating coal heater which it manufactures, at prices no higher than the following:

	Per unit
To distributors	$44.27
To retailers in carload lots	46.60
To retailers in less than carload	49.51

These prices are f. o. b. factory, and are subject to discounts, allowances, and terms no less favorable than those in effect with respect to the manufacturer's comparable model No. 120–LM circulating heater.

(b) Any wholesale distributor may sell and deliver to dealers, the model No. 630–M magazine feed circulating coal heater manufactured by Brown Stove Works, Inc., Cleveland, Tennessee, at prices no higher than those set forth below for sales in each zone:

	Per unit
Zone 1	$55.60
Zone 2	56.85
Zone 3	58.45
Zone 4	63.10

These prices are f. o. b. distributors' cities.

(c) Any person may sell and deliver at retail the model No. 630–M magazine feed circulating coal heater manufactured by Brown Stove Works, Inc., Cleveland, Tennessee, at prices no higher than those set forth below for sales in each zone:

	Per unit
Zone 1	$88.95
Zone 2	90.95
Zone 3	93.50
Zone 4	101.00

(d) At the time of or prior to the first invoice for a sale of the No. 630–M magazine feed circulating coal heater to each purchaser for resale, Brown Stove Works, Inc., and every wholesale distributor shall notify the purchaser of the maximum prices and conditions set by this order for resale by the purchaser. This notice may be given in any convenient form. In addition, Brown Stove Works, Inc., shall, before delivering any of the coal heaters for which maximum prices are established by this order, attach securely to each coal heater, a tag or label which plainly states the maximum retail selling prices established by this order for sales in each zone. This tag or label shall be attached to the front of the heater.

(e) For the purposes of this order, zones 1, 2, 3, and 4 shall comprise the following states:

Zone 1: Illinois, Indiana, Kentucky, Virginia, Tennessee, North Carolina, Mississippi, Alabama, Georgia, South Carolina, Florida.

Zone 2: Louisiana, Arkansas, Missouri, Iowa, Wisconsin, Michigan, Ohio, West Virginia, District of Columbia, Maryland, Delaware, Pennsylvania, New Jersey, New York, Connecticut, Rhode Island, Massachusetts.

Zone 3: North Dakota, South Dakota, Nebraska, Minnesota, Colorado, Kansas, Oklahoma, Texas, Maine, Vermont, New Hampshire.

Zone 4: Montana, Wyoming, Idaho, Utah, Nevada, New Mexico, Arizona, California, Oregon, Washington.

(f) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 6th day of July 1944.

Issued this 5th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–9902; Filed, July 5, 1944; 4:34 p. m.]

[MPR 64, Order 148]

L. A. ALTHOFF CORP.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 148 under Maximum Price Regulation No. 64. Domestic cooking and heating stoves. Approval of maximum prices for resales of kitchen heaters manufactured by L. A. Althoff Corporation.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and in accordance with section 10 of Maximum Price Regulation No. 64; *It is ordered:*

(a) Any wholesale distributor may sell and deliver to retailers the Model Nos. 151 and 155 kitchen heaters manufactured by L. A. Althoff Corporation, Chicago, Illinois, at prices no higher than those set forth below for sales in each zone:

Model No.	Zone 1	Zone 2	Zone 3	Zone 4
151	$29.79	$30.79	$32.29	$33.77
155	34.51	35.83	37.82	39.76

These prices are f. o. b. distributors' cities.

(b) Any person, other than a mail order house, may sell and deliver at retail, the Model Nos. 151 and 155 kitchen heaters manufactured by L. A. Althoff Corporation, Chicago, Illinois, at prices no higher than those set forth below for sales in each zone:

Model No.	Zone 1	Zone 2	Zone 3	Zone 4
151	$48.50	$50.50	$52.50	$54.95
155	56.95	58.50	61.50	64.95

(c) Any mail order house may sell and deliver at retail the Model Nos. 151 and 155 kitchen heaters manufactured by L. A. Althoff Corporation, Chicago, Illinois, at prices no higher than those specifically authorized in writing by the Office of Price Administration, Washington, D. C., upon application.

(d) At the time of or prior to the first invoice for a sale of its Model Nos. 151 and 155 kitchen heaters to each purchaser for resale, after the effective date of this order, L. A. Althoff Corporation and each distributor shall notify the purchaser of the maximum prices and conditions set by this order for resales by the purchaser. This notice may be given in any convenient form. In addition, L. A. Althoff Corporation shall, before delivering any Model No. 151 or Model No. 155 kitchen heater to a distributor, or to a retailer other than a mail order house, attach securely to each heater a tag or label which plainly states the maximum retail ceiling prices established by this order for sales in each zone. This tag or label shall be attached to the front of the heater.

(e) Any mail order house selling a Model No. 151 or Model No. 155 kitchen heater through a retail store must, before offering it for sale, attach securely to the front of the heater a tag or label which plainly states the maximum retail ceiling price established by the Office of Price Administration for sales in the particular zone, by the seller.

(f) For the purposes of this order, Zones 1, 2, 3, and 4 shall comprise the following states:

Zone 1: Illinois, Iowa, Wisconsin, Michigan, Indiana, Ohio, Kentucky.

Zone 2: Maine, Vermont, New Hampshire, New York, Massachusetts, Connecticut, Rhode Island, New Jersey, Pennsylvania, Maryland, District of Columbia, Delaware, West Virginia, Virginia, North Carolina, South Carolina, Tennessee, Mississippi, Alabama, Georgia, Louisiana, Oklahoma, Arkansas, North Dakota, South Dakota, Nebraska, Kansas, Minnesota, Missouri.

Zone 3: Wyoming, Utah, Colorado, New Mexico, Texas, Florida.

Zone 4: California, Oregon, Washington, Idaho, Nevada, Montana, Arizona.

(g) This order may be revoked or amended by the Price Administrator at any time.

[1] Filed as part of the original document.

This order shall become effective on the 6th day of July 1944.

Issued this 5th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9903; Filed, July 5, 1944; 4:32 p. m.]

[MPR 188, Order 1818]

PROTEX PRODUCTS CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1818 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of six items of houseware manufactured by Protex Products Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328: *It is ordered:*

(a) The maximum prices for all sales and deliveries of six items of houseware described below manufactured by Protex Products Co., Jersey City, New Jersey, by the manufacturer to Protex Products Sales Co., since such articles became subject to Maximum Price Regulation No. 188 are the prices set forth below, subject to discounts, allowances, and terms no less favorable than those customarily granted by it.

Article	Model No.	Maximum price
Electric mixer cover	988	$0.45
Toaster cover	970	.26
Vegetable bag	950	.27
Food covers	940	.45
Food covers	920	.27
Jumbo meat bag	960	.44

(b) On and after the effective date of this order, the maximum prices for sales of the articles described in paragraph (a) above by Protex Products Sales Co., 347 Fifth Avenue, New York, New York, to retailers shall be the prices set forth below, f. o. b. Jersey City, New Jersey, subject to a discount of 2/10 E. O. M.

Article	Model No.	Maximum price
Electric mixer cover	980	$0.60
Toaster cover	970	.35
Vegetable bag	950	.35
Food covers	940	.60
Food covers	920	.35
Jumbo meat bag	960	.59

(c) This order may be revoked or amended by the Price Administrator at any time.

This order is effective on July 6, 1944.

Issued this 5th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9909; Filed, July 5, 1944; 4:33 p. m.]

[MPR 120, Order 840]

DIXIE STRAIGHT CREEK COAL CO., ET AL.

ESTABLISHMENT OF MAXIMUM PRICES AND PRICE CLASSIFICATIONS

Order No. 840 under Maximum Price Regulation No. 120. Bituminous coal delivered from mine or preparation plant.

For the reasons set forth in an accompanying opinion, and in accordance with § 1340.210 (a) (6) of Maximum Price Regulation No. 120; *It is ordered:*

Producers identified herein operate named mines assigned the mine index numbers, the price classifications and the maximum prices in cents per net ton, for the indicated uses and shipments as set forth herein. All are in District No. 8. The mine index numbers and the price classifications assigned are permanent but the maximum prices may be changed by an amendment issued after the effective date of this order. Where such an amendment is issued for the district in which the mines involved herein are located and where the amendment names no particular reference to a mine or mines involved herein, the prices shall be the prices set forth in such amendment for the price classifications of the respective size groups. The location of each mine is given by county and state. Each producer is subject to all provisions of Maximum Price Regulation No. 120.

DIXIE STRAIGHT CREEK COAL CO., FIELD, KY.; DIXIE STRAIGHT CREEK COAL CO. MINE, NO. 4 SEAM; MINE INDEX NO. 7158; BELL COUNTY, KY. SUBDISTRICT 6; RAIL SHIPPING POINT: FIELD, KY.; F. O. G. 111; DEEP MINE

	Size group Nos.													
	1	2	3	4	5	6	7	8	9	10	15, 16, 17	18	19	20, 21
Price classification	J	J	J	J	G	G	F	G	E	G	C	G	G	G
Rail shipment and railroad fuel	390	385	375	375	360	350	335	325	325	360	315	310	300	295
Truck shipment	385	365	330	340	310	295	250	245	----	----	----	----	----	----

EVANS POCAHONTAS COAL CO., BOX 96 BRADSHAW, W. VA.; EVANS #3 MINE, DOUGLAS SEAM; MINE INDEX NO. 7032; MCDOWELL COUNTY, W. VA. SUBDISTRICT 8; RAIL SHIPPING POINT: LONG POLE SIDING, W. VA.; F. O. G. 241; DEEP MINE

Price classification	H	H	H	H	D	D	C	A	A	A	A	F	F	F
Rail shipment and railroad fuel	380	375	360	360	370	345	325	335	325	405	305	295	290	290
Truck shipment	390	370	340	355	330	305	285	250	----	----	----	----	----	----

OSBORNE MINING CO., INC., CORBIN, KY.; OSBORNE MINING CO.; INC. MINE, HORSE CREEK SEAM; MINE INDEX NO. 7026, LAUREL COUNTY, KY. SUB-DIST. 6, RAIL SHIPPING POINT: CORBIN, KY., F. O. G. 111, STRIP MINE

Price classification	M	M	M	M	K	K	J	G	E	G	D	K	K	K
Rail shipment and railroad fuel	365	365	360	360	360	330	330	325	325	360	315	300	295	295
Truck shipment	370	350	325	325	310	290	235	230	----	----	----	----	----	----

This order shall become effective July 5, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 4th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9850; Filed, July 4, 1944; 3:47 p. m.]

[MPR 120, Order 841]

WESLEY FRENCH, ET AL.

ESTABLISHMENT OF MAXIMUM PRICES AND PRICE CLASSIFICATIONS

Order No. 841 under Maximum Price Regulation No. 120. Bituminous coal delivered from mine or preparation plant.

For the reasons set forth in an accompanying opinion, and in accordance with § 1340.210 (a) (6) of Maximum Price Regulation No. 120, *It is ordered:*

Producers identified herein operate named mines assigned the mine index numbers, the price classifications and the maximum prices in cents per net ton, for the indicated uses and shipments as set forth herein. All are in District No. 8. The mine index numbers and the price classifications assigned are permanent but the maximum prices may be changed by an amendment issued after the effective date of this order. Where such an amendment is issued for the district in which the mines involved herein are located and where the amendment makes no particular reference to a mine or mines involved herein, the prices shall be the prices set forth in such amendment for the price classifications of the respective size groups. The location of each mine is given by county and State. Each producer is subject to all provisions of Maximum Price Regulation No. 120.

WESLEY FRENCH, 131 OAK ST., BEREA, KY. FRENCH MINE, SAND GAP SEAM, MINE INDEX NO. 7075, JACKSON COUNTY, KY. SUBDISTRICT 6, DRIFT MINE

	Size Group Nos.							
	1	2	3	4	5	6	7	8
Truck shipment	370	350	325	325	310	290	235	230

H. E. FOLK MINING COMPANY, JELLICO, TENN. FOLK MINE, SWAMP ANGEL SEAM, MINE INDEX NO. 7149, CLAIBORNE COUNTY, TENN. SUBDISTRICT 6, RAIL SHIPPING POINT: JELLICO, TENN. F. O. G. 113, STRIP MINE

	Size Group Nos.													
	1	2	3	4	5	6	7	8	9	10	15–16–17	18	19	20–21
Price classification	K	K	K	K	H	H	G	E	C	E	D	M	M	M
Rail shipment and R. R. fuel	380	375	365	365	360	350	330	330	330	385	315	280	275	270
Truck shipment	380	360	325	335	320	260	225	220	----	----	----	----	----	----

LAMBERT COMPANY, HI HAT, KY. LAMBERT MINE, #3 ELKHORN SEAM, MINE INDEX NO. 7150, FLOYD COUNTY, KY. SUBDISTRICT 1, RAIL SHIPPING POINT: LAMBERT, KY. F. O. B. 61, DRIFT MINE

Price classification	F	F	F	F	F	F	E	E	C	C	A	F	F	F
Rail shipment and railroad fuel	385	380	370	370	355	340	320	315	315	370	305	295	290	290
Truck shipment	400	380	340	345	320	305	265	250	----	----	----	----	----	----

CHARLES LINDSEY COAL COMPANY, WAYNE, W. VA. LINDSEY MINE, NO. 5 BLOCK SEAM, MINE INDEX NO. 2425, WAYNE COUNTY, KY. SUBDISTRICT 8, RAIL SHIPPING POINT: WAYNE, W. VA. F. O. G. 130

Price classification	Q	Q	Q	Q	O	O	L	L	J	L	G	M	M	M
Rail shipment	330	325	320	320	310	310	310	295	290	340	295	265	260	255
Railroad fuel	330	325	320	320	310	310	310	310	310	340	295	265	260	255
*Truck shipment [1]	350	330	310	315	290	275	225	220	----	----	----	----	----	----

[1] Previously established.

PEERLESS DARBY COAL COMPANY, VIVIAN, W. VA. KELLIOFA MINE, KELLIOFA SEAM, MINE INDEX NO. 7151, HARLAN COUNTY, KY. SUB DISTRICT 2, RAIL SHIPPING POINT: SPLINT, KY., F. O. G. 80, DRIFT MINE

Price classification	Q	Q	Q	Q	L	L	K	H	F	D	E	K	K	K
Rail shipment	330	325	320	320	320	320	310	310	310	370	300	285	280	280
Railroad fuel	330	325	320	320	320	320	310	310	310	370	300	285	280	280
Truck shipment	350	330	320	320	305	285	235	230	----	----	----	----	----	----

RED JACKET COAL CORPORATION, 115 EAST RICH ST., COLUMBUS, OHIO. RED JACKET #12 MINE, COAL MOUNTAIN SEAM, MINE INDEX NO. 7081, WYOMING COUNTY, W. VA. SUB DISTRICT 5, RAIL SHIPPING POINT: COAL MOUNTAIN, W. VA. F. O. G. 230, DRIFT MINE.

Price classification	E	E	E	E	E	E	D	E	C	E	B	G	G	G
Rail shipment and R. R. fuel	395	385	375	370	370	340	325	315	315	370	305	295	285	280
Truck shipment	405	385	335	350	320	300	250	245	----	----	----	----	----	----

This order shall become effective July 5, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 4th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9851; Filed, July 4, 1944; 3:47 p. m.]

[MPR 188, Rev. Order 785]

JACOBUS MANUFACTURING CO.

ADJUSTMENT OF MAXIMUM PRICES

Revised Order No. 785 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of certain juvenile furniture manufactured by Jacobus Manufacturing Co.

Order No. 785 under Maximum Price Regulation No. 188 is revised and amended to read as follows: For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Order Nos. 9250 and 9328, *It is ordered:*

(a) The maximum prices for all sales and deliveries by Jacobus Manufacturing Company, Atlanta, Georgia, of a child's high chair and child's toilet chair, as described in its application dated September 14, 1943, are as follows:

Article	To jobbers who sell against manufacturer's stock	To retailers
Child's high chair	$3.19 per unit	$3.75 per unit. *To retail stores* $1.80 per unit.
Child's toilet chair	1.53 per unit	

These prices are net f. o. b. factory.

(b) On and after the effective date of this Revised Order No. 785, the maximum price for all sales and deliveries to retailers by jobbers and other persons from the manufacturer's stock of the child's high chair described in paragraph (a) above, shall be $3.75 per unit, net f. o. b. factory.

(c) At the time of or prior to the first invoice to each jobber, the Jacobus Manufacturing Company shall notify the jobber of the maximum prices and conditions set by this revised order for resales by the purchaser. This notice may be given in any convenient form.

(d) This Revised Order No. 785 may be revoked or amended by the Price Administrator at any time.

This Revised Order No. 785 shall become effective July 7, 1944.

Issued this 6th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9957; Filed, July 6, 1944; 11:31 a. m.]

[MPR 64, Order 149]

MARTIN STOVE AND RANGE CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 149 under Maximum Price Regulation No. 64. Domestic cooking and heating stoves. Approval of maximum prices for sales of stoves manufactured by Martin Stove and Range Co.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator, by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended and Executive Orders Nos. 9250 and 9328, and in accordance with section 10 of Maximum Price Regulation No. 64, and section 9.3 of Revised Supplementary Regulation No. 14, *It is ordered:*

(a) Martin Stove and Range Co., Florence, Alabama, may sell and deliver the following 20 models of stoves which it manufactures, at prices no higher than those arrived at by applying to the maximum list prices specified below, its customary trade discounts to every class of purchaser in effect during the period January 15–June 1, 1941:

Model no.	Description	Maximum list prices
7–14	Junior cook	$8.40
8–16	Perfection cook	12.09
8–18	....do	14.92
8–20	....do	17.39
48–16	Marco range	21.96
137–16	Marco pride range	24.73
18	Box heater	4.87
20	....do	5.21
22	....do	7.12
24	....do	7.15
26	....do	9.00
28	....do	9.75
32	....do	11.49
36	....do	13.26
8	Laundry heater	3.52
1–28	....do	6.25
E–78–17	Marco pride coal range with reservoir.	46.97
E–78–17	Marco pride coal range without reservoir.	43.60
S–78–17	Marco pride coal range with reservoir.	43.12
S–78–17	Marco pride coal range without reservoir.	39.75

The maximum prices so determined are f. o. b. point of shipment (Florence, Alabama or Sheffield, Alabama) and are subject to a cash discount of 2% for payment within 10 days, net 60 days. These prices are also subject to all other terms, discounts, and allowances (including post-dating terms) no less favorable than those in effect during the period January 15–June 1, 1941.

(b) Wholesale distributors and retailers whose present maximum prices for the stoves listed above were established under the General Maximum Price Regulation or Maximum Price Regulation No. 210, as the case may be, may sell and deliver the listed models at prices no higher than those arrived at by adding to their established maximum prices in effect for each stove prior to the effective date of this order, the dollars and cents amount by which their acquisition cost of each model of stove has been increased by the adjustment herein granted to the manufacturer. The sum

of these two figures shall constitute the seller's new maximum price for the particular model.

(c) At the time of or prior to the first invoice after the effective date of this order, for the sale of any stove for which a maximum price is established by this order, to each purchaser for resale, Martin Stove and Range Co. and every wholesale distributor shall notify the purchaser of the conditions set by this order which are applicable to the purchaser, and the method provided by this order for determining maximum prices for resales by the purchaser. This notice may be given in any convenient form, and must set forth specifically the dollars and cents amounts by which the purchaser for resale may increase his previously established maximum prices in accordance with the terms of this order. In addition, within 10 days after the sending of each different notification required under this paragraph, the manufacturer must file a copy thereof with the Office of Price Administration, Washington, D. C.

(d) This order may be revoked or amended by the Price Administrator at any time.

(e) This order shall become effective July 7, 1944.

Issued this 6th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9956; Filed, July 6, 1944; 11:32 a. m.]

[MPR 120, Order 843]

VALLEY CAMP COAL CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 843 under Maximum Price Regulation No. 120. Bituminous coal delivered from mine or preparation plant.

For the reasons set forth in an opinion issued simultaneously herewith and in accordance with Section 1340.210 (a) (6) of Maximum Price Regulation No. 120, *It is ordered:*

(a) The Valley Camp No. 4 Mine, located in Ohio County, West Virginia, in District No. 6, of The Valley Camp Coal Company, Cleveland, Ohio, is hereby assigned Mine Index No. 1008.

(b) The coals produced at the Valley Camp No. 4 Mine of The Valley Camp Coal Company, Cleveland, Ohio, are hereby classified "C" for Size Groups 1 to 9, inclusive, and for Size Group 12, and may be purchased and sold at per net ton prices in cents per net ton not exceeding the following:

	Size group									
	1	2	3	4	5	6	7	8	9	12
Rail shipment	315	310	285	280	280	280	245	235	205	205
Truck shipment	375	365	350	325	320	295	270	260	----	----
Railroad fuel	290	290	290	290	290	275	235	235	250	275

(c) The prices established herein are f. o. b. the mine for truck shipments, and f. o. b. the rail shipping point for rail shipments and for railroad fuel.

(d) All prayers of applicant not granted herein are hereby denied.

(e) This order may be revoked or amended at any time.

(f) Unless the context otherwise requires, the definitions set forth in § 1340.208 of Maximum Price Regulation No. 120 shall apply to the terms used herein.

This order shall become effective July 7, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 6th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-9955; Filed, July 6, 1944; 11:32 a. m.]

Regional and District Office Orders.

[Sioux City Order G-2 Under MPR 426 and MPR 285]

CERTAIN FRESH FRUITS AND VEGETABLES IN YANKTON, S. D.

Order No. G-2 under § 1439.3-15 Appendix H (f), Appendix I (g) of Maximum Price Regulation No. 426, and § 1351.1254a (a) of Maximum Price Regulation No. 285. Delivery differentials for wholesalers of certain fresh fruits and vegetables in Yankton, South Dakota.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the District Director of the Sioux City, Iowa District Office of the Office of Price Administration, by § 1439.3-15, Appendix H (f), Appendix I (g) of Maximum Price Regulation No. 426, and § 1351.1254a (a) of Maximum Price Regulation No. 285, *It is hereby ordered:*

(a) *What this order does:* This order determines the limits of the free delivery zone at the wholesale receiving point of Yankton, South Dakota. It also establishes differentials for non-delivered sales in the free delivery zone and for delivered sales beyond the free delivery zone. The order applies to such fresh fruits and vegetable items as are now or may hereafter be subject to the pricing provisions of Maximum Price Regulation No. 285 and Appendices H and I of Maximum Price Regulation No. 426. The only sellers who are subject to this order are those wholesalers who price under Maximum Price Regulation No. 285, and secondary jobbers and service wholesalers, as those terms are used in Appendices H and I of Maximum Price Regulation No. 426.

(b) *Establishment of free delivery zone.* 1. The free delivery zone established by this order shall be the area within the corporate limits of Yankton, South Dakota.

2. The zone in which charges may be made for delivery is the area outside the free delivery zone.

(c) *Differentials for non-delivered and delivered sales of items listed in Appendices H and I of Maximum Price Regulation No. 426.* 1. *Non-delivered sales.* For sales on a non-delivered basis there shall be deducted from the price for delivered sales in the free delivery zone, 5 cents per container for standard shipping containers weighing under 50 pounds gross weight, and 10 cents per container for standard shipping containers weighing 50 pounds or over gross weight. A deduction of 2 cents or 5 cents, respectively, shall be made for non-delivered sales of half standard shipping containers or more, or for bulk sales weighing as much as or more than half a standard container of the item being sold. No deductions need be made for sales in less than half containers and for bulk sales which weigh less than half a standard container of the item being sold.

2. *Delivered sales in the free delivery zone.* For deliveries in the free delivery zone the maximum delivered price shall be the maximum delivered price computed under Maximum Price Regulation No. 426 for the type of sale being made without any deduction from or addition thereto.

3. *Delivered sales beyond the free delivery zone.* For deliveries beyond the free delivery zone, the amounts set out below may be added to the price for delivered sales in the free delivery zone. Mileage beyond the free delivery zone shall be computed via the nearest publicly traveled route.

All containers and in bulk	Distance from seller's place of business	Maximum addition
Gross weight	From 1 to 50 miles	25¢ per cwt.
	Over 50 miles	35¢ per cwt.

(d) *Differentials for non-delivered and delivered sales of items under Maximum Price Regulation No. 285.* 1. *Non-delivered sales and delivered sales in the free delivery zone.* For non-delivered sales and for deliveries in the free delivery zone the maximum price shall be the maximum delivered price computed under Maximum Price Regulation No. 285 for the type of sale being made. Discounts and price differentials including any differentials or discounts for f. o. b. seller or non-delivered sales must be maintained.

2. *Delivered sales beyond the free delivery zone.* For deliveries beyond the free delivery zone the amount set out below may be added to the price for delivered sales in the free delivery zone. Deliveries beyond the free delivery zone shall be computed via the nearest publicly traveled route.

Bananas	Distance from sellers place of business	Maximum addition
Net weight	From 1 to 50 miles	25¢ per cwt.
	Over 50 miles	35¢ per cwt.

(e) *Definitions.* Delivery means delivery to the physical premises of a retail store, hotel, restaurant or institution. Unless the context otherwise requires, the terms used herein shall have the same meaning as given them in Maximum Price Regulation No. 285 and Maximum Price Regulation No. 426.

(f) This order may be revoked, revised, amended or corrected at any time.

(g) *Effective date.* This order shall become effective on July 8, 1944.

(Pub. Laws 421 and 729, 77th Cong., E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this first day of July 1944.

M. E. RAWLINGS,
District Director.

Approved:

E. O. POLLOCK,
Regional Director,
War Food Administration.

[F. R. Doc. 44-9968; Filed, July 6, 1944; 12:17 p. m.]

[Region II Order G-44 Under RMPR 122]

PENNSYLVANIA ANTHRACITE IN WESTCHESTER COUNTY, EXCEPT CITY OF YONKERS, N. Y.

Order No. G-44 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers.

Pennsylvania anthracite delivered by dealers in Westchester County, except the City of Yonkers, State of New York—Coal Area X.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, it is ordered:

(a) *What this order does*—(1) *Dealers' maximum prices: area covered.* If you are a dealer in "Pennsylvania anthracite", this order fixes the maximum prices which you may charge, and if you are a purchaser in the course of trade or business, this order fixes the maximum prices which you may pay, for certain sizes and quantities of "Pennsylvania anthracite" (hereinafter called simply "anthracite") delivered to or at any point in State of New York—Coal Area X. Coal Area X includes Westchester County except the City of Yonkers.

(2) *Schedules of prices, charges and discounts.* The applicable prices, authorized charges, and required discounts, from which you shall determine the maximum prices for designated sizes and quantities of anthracite delivered within Coal Area X are set forth in Schedule I hereafter.

(3) *To what sales this order applies.* If you are a dealer in anthracite, you are bound by the prices, charges and discounts, and by all other provisions of this order for all deliveries within Coal Area X, whether or not you are located in Coal Area X.

(b) *What this order prohibits.* Regardless of any contract or other obligations, you shall not:

(1) Sell or, in the course of trade or business, buy anthracite of the sizes and in the quantities set forth in the schedule herein, at prices higher than the maximum prices computed as set forth in paragraph (c) of this order, although you may charge, pay, or offer less than maximum prices.

(2) Obtain any price higher than the applicable maximum price by:

(i) Changing the discounts authorized herein, or

(ii) Charging for any service which is not expressly requested by the buyer, or

(iii) Charging for any service for which a charge is not specifically authorized by this order, or

(iv) Charging a price for any service higher than the schedule price for such service, or

(v) Using any tying agreement or requiring that the buyer purchase anything in addition to the fuel requested by him except that a dealer may comply with requirements or standards with respect to deliveries which have been or may be issued by an agency of the United States Government.

(vi) Using any other device by which a higher price than the applicable maximum price is obtained, directly or indirectly.

(c) *How to compute maximum prices.* You must figure your maximum price as follows:

(1) Refer to Schedule I which contains separate tables of prices for "direct delivery" sales and "yard sales" of anthracite. (You will find Schedule I in paragraph (d).)

(2) Take the dollar-and-cents figure set forth in the applicable table of the schedule for the size and quantity you are selling.

(3) Deduct from that figure the amount of the discount which you are required to give as specified therein. Where a discount is required, you must state it separately on your invoice.

(4) If, at your purchaser's request, you actually render him a service for which this order authorizes a charge, you may add to the figure derived as above no more than the maximum authorized service charge. You must state that charge separately on your invoice. The only authorized service charges are those provided for in Schedule I.

(d) *Schedule I.* Schedule I establishes specific maximum prices for certain sizes of anthracite in certain specific quantities, delivered to or at any point within Coal Area X. There are separate tables of prices for "direct-delivery" sales and "yard sales".

(1) *Sales on a "direct-delivery" basis.* For sales of anthracite of the sizes and in the quantities specified.

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. for sales of 100 lbs. or more but less than ¾ ton	Per 50 lb. paper bag
Broken, egg, stove, nut	$14.75	$7.80	$4.10	$0.90	$0.50
Pea	13.20	7.00	3.70	.80	.45
Buckwheat	10.90	5.85	3.15	.70	----
Rice	9.95	5.40	2.90	.65	----
Barley	8.95	4.90	2.65	----	----
Screenings "A"	6.00	----	----	----	----
Screenings "B"	4.50	----	----	----	----

Required discounts.

You shall deduct from the prices set forth in table (1) of this schedule, on sales and deliveries of all sizes except screenings, a discount of 50¢ per net ton and 25¢ per net ½ ton where payment is made within ten days after delivery. Nothing herein requires you to sell on other than a cash basis.

MAXIMUM AUTHORIZED SERVICE CHARGES

Special service rendered at the request of the purchaser	
"Carry" or "wheel" (except for sales amounting to less than one-half ton)	50¢ per net ton. 25¢ per net ½ ton.
Carrying upstairs or downstairs, or each full flight above or below the ground floor. This charge shall be in addition to any charge for "carry" or "wheel".	50¢ per net ton. 25¢ per net ½ ton. 10¢ per 100 lbs.
For deliveries made by dealers situated in the towns of New Castle, North Castle, Bedford, Pound Ridge, Lewisboro, Somers, and North Salem, within the territorial limits of those towns, and involving hauling beyond five miles from the dealer's yard.	50¢ per net ton for each five miles or fraction thereof beyond five miles from the dealer's yard.

"Yard Sales"

(i) For sales of authracite of the sizes and in the quantities specified to dealers and to consumers within Coal Area X, except the City of Mt. Vernon and the Village of Mamaroneck in the Town of Mamaroneck.

Size	Per net ton for sales of ½ ton or more		Per 100 lbs. for 100 lbs. or more but less than ½ ton	Per 50 lb. paper bag
	To dealers for resale	To consumers		
Broken, Egg, Stove, Nut	$12.75	$13.75	$0.80	$0.45
Pea	11.20	12.20	.70	.40
Buckwheat	8.90	9.90	.60	----
Rice	7.95	8.95	.55	----
Barley	6.95	7.95	----	----
Screenings "A"	4.00	4.00	----	----
Screenings "B"	3.00	3.00	----	----

Required discounts. You shall deduct from the prices set forth in table (2) (i) of this schedule, on sales and deliveries of all sizes except screenings, a discount of 50¢ per net ton and 25¢ per net ½ ton where payment is made within ten days after delivery. Nothing herein requires you to sell on other than a cash basis.

(ii) For sales of anthracite of the sizes and in the quantities specified to dealers and to consumers in the City of Mt. Vernon.

Size	Per net ton for sales of ½ ton or more		Per 100 lbs. for 100 lbs. or more but less than ½ ton	Per 50 lb. paper bag
	To dealers for resale	To consumers		
Broken, egg, stove, nut	$12.50	$13.75	$0.80	$0.45
Pea	10.95	12.20	.70	.40
Buckwheat	8.90	9.90	.60	----
Rice	7.95	8.95	.55	----
Barley	6.95	7.95	----	----
Screenings "A"	4.00	4.00	----	----
Screenings "B"	3.00	3.00	----	----

Required discounts. You shall deduct from the prices set forth in table (2) (ii) of

this schedule, on sales and deliveries of all sizes except screenings, a discount of 50¢ per net ton and 25¢ per net ½ ton where payment is made within ten days after delivery. Nothing herein requires you to sell on other than a cash basis.

(iii) For sales of anthracite of the sizes and in the quantities specified to dealers and to consumers within Coal Area K in Mamaroneck Village, in the Town of Mamaroneck.

Size	Per net ton for sales of ½ ton or more		Per 100 lbs. for 100 lbs. or more but less than ½ ton	Per 50 lb. paper bag
	To dealers for resale	To consumers		
Broken, egg, stove, nut	$11.26	$13.75	$0.80	$0.45
Pea	9.71	12.20	.70	.40
Buckwheat	8.16	9.90	.60	-------
Rice	7.14	8.95	.55	-------
Barley	6.14	7.95	-------	-------
Screenings "A"	4.00	4.00	-------	-------
Screenings "B"	3.00	3.00	-------	-------

Required discounts. You shall deduct from the prices set forth in table (2) (iii) of this schedule, on sales and deliveries to dealers, of all sizes except screenings, in quantities of one ton or more, a discount of 15¢ per net ton on broken, egg, stove, and nut sizes and 10¢ per ton on pea size, where payment is made within fifteen days after delivery. On sales and deliveries to consumers, you shall deduct a discount of 50¢ per net ton and 25¢ per net ½ ton, on all sizes except screenings, where payment is made within 10 days after delivery. Nothing herein requires you to sell on other than a cash basis.

(e) *Commingling.* If you sell one size of anthracite commingled with another size of anthracite, your maximum price for the combination shall be the maximum price established in this order for the smallest of the sizes so commingled, except in the following situation. Where a purchaser requests that two or more sizes of anthracite be commingled in one delivery, then, and in that event, if those sizes are separately weighed at the point of loading, the dealer may commingle those sizes in the truck or other vehicle in which the delivery is made. The price for anthracite so commingled shall be calculated on the basis of the applicable per net ton price for each size in the combination, and the invoice shall separately state the price, so determined, for the quantity of each size in the combination.

(f) *Ex Parte 148 freight rate increase.* Since the Ex Parte 148 freight rate increase has been rescinded by the Interstate Commerce Commission, the dealers' freight rates are the same as those of December 1941. Therefore, you may not increase any schedule price on account of freight rates.

(g) *Addition of increase in supplier's maximum prices prohibited.* You may not increase the specific maximum prices established by this order to reflect, in whole or in part, any subsequent increase to you in your supplier's maximum price for the same fuel. The specific maximum prices already reflect increases to you in your supplier's maximum prices occurring up to the effective date of this order. If increases in your supplier's maximum prices should occur after such date, as the result of any amendment to or revision of a maximum price regulation issued by the Office of Price Administration governing sales and deliveries made by such suppliers, the Regional Administrator will, if he then deems it to be warranted, take appropriate action to amend this order to reflect such increases.

(h) *Taxes.* If you are a dealer subject to this order you may collect, in addition to the specific maximum prices established herein, provided you state it separately, the amount of the Federal Tax upon the transportation of property imposed by section 620 of the Revenue Act of 1942 actually paid or incurred by you, or an amount equal to the amount of such tax paid by any of your prior suppliers and separately stated and collected from you by the supplier from whom you purchased. On sales to the United States or any agency thereof, or to the State of New York or any political subdivision thereof, you need not state this tax separately.

(i) *Adjustable pricing.* You may not make a price adjustable to a maximum price which will be in effect at some time after delivery of the anthracite has been completed; but the price may be adjustable to the maximum price in effect at the time of delivery.

(j) *Petitions for amendment.* Any person seeking an amendment of any provision of this order may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1, except that a petition shall be filed with the Regional Administrator and acted upon by him.

(k) *Right of amendment or revocation.* The Regional Administrator or the Price Administrator may amend, revoke or rescind this order, or any provision thereof, at any time.

(l) *Applicability of other regulations.* If you are a dealer subject to this order, you are governed by the licensing provisions of Licensing Order 1. Licensing Order 1 provides, in brief, that a license is required of all persons making sales for which maximum prices are established. A license is automatically granted. It is not necessary to apply for the license. The license may be suspended for violations in connection with the sale of any commodity for which maximum prices are established. If your license is suspended, you may not sell any such commodity during the period of suspension.

(m) *Records.* If you are a dealer subject to this order, you shall preserve, keep, and make available for examination by the Office of Price Administration, a record of every sale of anthracite hereunder, showing the date, the name and address of the buyer, if known, the per net ton price charged, and the solid fuel sold. The solid fuel shall be identified in the manner in which it is described in the order. The record shall also state separately each service rendered and the charge made for it.

(n) *Posting of maximum prices: Sales Slips and Receipts.* (1) If you are a dealer subject to this order, you shall post all your maximum prices (as set forth in the applicable table and Schedule of this order) in your place of business in a manner plainly visible to and understandable by the purchasing public.

(2) If you are a dealer subject to this order, you shall, except for a sale of less than one-half ton, give each purchaser a sales slip or receipt showing your name and address, the kind, size and quantity of the anthracite sold to him, the date of the sale or delivery, and the price charged, separately stating the amount, if any, of the required discounts which must be deducted from, and the authorized service charges and the taxes, which may be added to, the specific maximum prices prescribed herein.

In the case of all other sales, you shall give each purchaser a sales slip or receipts containing the information described in the foregoing paragraph, if requested by such purchaser or if, during December 1941, you customarily gave purchasers such sales slips or receipts.

(o) *Enforcement.* (1) Persons violating any provision of this order are subject to civil and criminal penalties, including suits for treble damages, provided for by the Emergency Price Control Act of 1942, as amended.

(2) Persons who have any evidence of any violations of this order are urged to communicate with the New York Regional Office of the Office of Price Administration, or with the Price Panel of the appropriate War Price and Rationing Board.

(p) *Definitions and explanations.* When used in this Order No. G-44, the term:

(1) "Person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political sub-divisions, or any agency of any of the foregoing.

(2) "Sell" includes sell, supply, dispose, barter, exchange, lease, transfer, and deliver, and contracts and offers to do any of the foregoing. The terms "sale", "selling", "sold", "seller," "buy", "purchase" and "purchaser" shall be construed accordingly.

(3) "Dealer" means any person selling anthracite of the sizes set forth in the Schedule herein, and does not include a producer or distributor making sales at or from a mine, a preparation plant operated as an adjunct of any mine, or a briquette plant.

(4) "Pennsylvania anthracite" means all coal produced in the Lehigh, Schuylkill and Wyoming regions in the Commonwealth of Pennsylvania.

(5) The sizes of "Pennsylvania anthracite" described herein as broken, egg, stove, nut, pea, buckwheat, rice, barley and screenings shall refer to the same sizes of the same fuel as were sold and delivered in the State of New York—Coal Area X with such designations during December 1941. Under no circumstances, however, shall the anthracite contain an ash content in excess of the limits specified by Amendment No. 1 to Solid Fuels Administration for War Regulation No. 9.

"Screenings A" are screenings derived from the primary or initial screenings of egg, stove, nut pea, and buckwheat sizes of anthracite, before any of these sizes have been reclaimed from screenings.

"Screenings /B" are the resultant screenings after buckwheat and larger sizes have been reclaimed from "Screenings A".

(6) "Direct delivery" except with respect to sales in 100 lb. and 50 lb. lots, means delivery to the buyer's bin or storage space by dumping or chuting directly from the seller's truck or vehicle or, where such delivery to the buyer's bin or storage space is physically impossible, by discharging at the point nearest and most accessible to the buyer's bin or storage space and at which the coal can be discharged directly from the seller's truck. "Direct delivery" in 100 lb. and 50 lb. lots shall mean depositing in buyer's bin or other storage space designated by the buyer.

(7) "Carry" and "wheel" refer to the movement of coal to buyer's bin or storage space in baskets or other containers, or by wheelbarrow or barrel, from seller's truck or vehicle, or from the point nearest and most accessible to the buyer's bin or storage space at which the coal is discharged from seller's truck in the course of "direct delivery".

(8) "Yard sales" means sales accompanied by physical transfer to the buyer's truck or vehicle at the yard, dock, barge, car or at a place of business of the seller other than at seller's truck or vehicle.

(9) Except as otherwise provided herein, or as the context may otherwise require, the definitions set forth in §§ 1340.255 and 1340.266 of Revised Maximum Price Regulation No. 122 shall apply to terms used herein.

(q) *Effect of order on Revised Maximum Price Regulation No. 122.* This order shall supersede Revised Maximum Price Regulation No. 122, except as to any sales or deliveries of solid fuels not specifically subject to this order.

NOTE: The record-keeping requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

This Order No. G-44 shall become effective July 5, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 1st day of July 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44-9905; Filed, July 5, 1944; 4:31 p. m.]

[Jacksonville Order G-1 Under Gen. Order 50]

MALT AND CEREAL BEVERAGES IN FLORIDA

Order No. G-1 under General Order No. 50. Maximum prices for malt and cereal beverages in the State of Florida.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the District Director of the Jacksonville District Office of Region IV of the Office of Price Administration by General Order No. 50 issued by the Administrator of the Office of Price Administration, and Region IV Revised Delegation Order No. 17, issued May 5, 1944, it is hereby ordered:

SEC. 1. *Purpose of order.* It is the purpose of this order to establish specific max mum prices for malt and cereal beverages including those commonly known as ale, beer and near-beer, either in containers or on draught when sold or offered for sale at retail by any eating, or drinking establishment, either for consumption on the premises or when carried away.

SEC. 2. *Geographical applicability.* The provisions of this order extend to all eating and drinking places or establishments located within the limits of the State of Florida.

SEC. 3. *Ceiling prices.* (a) On and after July 1, 1944, if you operate an eating or drinking establishment, you may not sell or offer for sale any beverage subject to this order at prices higher than the applicable ceiling prices listed in Appendix A hereof. You may, of course, charge lower prices at any time.

(b) If you sell any beverage subject to this Order which is not specifically listed in Appendix A hereof, and if you believe that the maximum price specified under the applicable heading "All other brands not listed above" is not appropriate to such beverage you may make application to the Jacksonville District Office of the Office of Price Administration requesting that such beverage be specifically included in Appendix A hereof. With or without such application the Jacksonville District Office of the Office of Price Administration may, at any time and from time to time, add new or unlisted beverages, brands, types or sizes, together with maximum prices for same to the lists set forth in Appendix A hereof.

(c) You may not add any taxes to your ceiling prices set forth in Appendix A hereof except those specifically provided therein, as all other taxes were taken into consideration in establishing the ceiling prices for each group, as set forth in Appendix A.

SEC. 4. *How to figure your ceiling prices.* (a) This order divides eating and drinking establishments into three different groups and gives each group a different ceiling price. The group to which you belong depends on your legal ceiling prices in effect during the base period of April 4–10, 1943. You must figure the group to which you belong on the basis of your correct legal ceiling prices for that period.

(b) The group to which you belong depends on your legal ceiling prices for the beverages subject to this order in effect during the base period of April 4–10, 1943. If your legal ceiling prices for various brands and types of beverages subject to this order vary so that your ceiling prices on some brands or types seem to place you in one particular group and ceiling prices on others seem to classify you into a different group, you must classify yourself into the particular group representative of the prices at which the greater number of your sales were made. You must figure the group to which you belong as follows:

(1) *Group 1B.* Your establishment belongs to Group 1B, if during the base period of April 4–10, 1943 your legally established ceiling prices for beverages subject to this order were the same as, or more than the prices listed in Appendix A hereof for Group 1B establishments.

(2) *Group 2B.* Your establishment belongs to Group 2B if during the base period of April 4–10, 1943 your legally established ceiling prices for beverages subject to this order were the same as, or more than the prices listed in Appendix A hereof for Group 2B establishments, but were less than those provided in Appendix A for Group 1B establishments.

(3) *Group 3 B.* Your establishment belongs to Group 3 B if during the base period of April 4–10, 1943 your legally established ceiling prices for beverages subject to this order were less than the prices listed in Appendix A hereof for Group 2 B establishments. All establishments not in operation during the base period of April 4–10, 1943 also belong to Group 3 B.

(c) If your eating or drinking establishment was not in operation during the base period of April 4–10, 1943, and, if the nearest similar eating or drinking establishment of the same type is one which is properly classified in Group 1 B or Group 2 B, you may file an application with the Jacksonville District Office of the Office of Price Administration requesting that your establishment be reclassified into the same group to which its nearest similar eating or drinking establishment of the same type belongs. Until your application is acted upon and your establishment is reclassified, it must retain the classification of a Group 3 B seller, and must observe the ceiling prices as provided for that group in Appendix A hereof. All such applications for reclassification must contain the following information:

1. Name and address of the establishment and of its owner or owners.

2. A description of the establishment showing its type (such as night club, hotel, restaurant, tavern) and the date it began operating.

3. The selling prices by brand name of all beverages sold since the beginning of its operation.

4. The names of the three nearest eating and drinking establishments of the same type, and their group number as determined under this order.

5. Any other information pertinent to such application or which may be requested by the Office of Price Administration.

SEC. 5. *Filing with War Price and Rationing Board.* When you have figured your proper group under section 4 above, you must, on or before June 30, 1944, file with your War Price and Rationing Board a signed statement with the name and address of your establishment, its type (such as night club, hotel, restaurant, tavern) and the group to which it belongs. Thereupon the War Price and Rationing Board will send you a card bearing your group number.

SEC. 6. *Modification of prices.* After you have determined your group and have put into effect the ceiling prices provided in this order for that group, the Office of Price Administration District Director for the District in which your establishment is located may direct you to charge lower ceiling prices:

(a) If, on the basis of your April 4–10, 1943 legal ceiling prices, this order, properly applied, required you to be placed into a group with lower ceiling prices.

(b) If, as a result of speculative, unwarranted, or abnormal increases, contrary to the purpose of the Emergency Price Control Act, as amended, your legal ceiling prices on April 4–10, 1943, were excessive in relation to the legal ceiling prices of other comparable establishments in the District.

SEC. 7. *Exempt sales.* The following sales are exempt from the operation of this order. However, unless they are otherwise exempt from price control, they shall remain subject to the appropriate maximum price regulation or order:

(a) Sales by persons on board common carriers (when operated as such), including railroad dining cars, club cars, bar cars, and buffet cars, or sales otherwise governed by Restaurant Maximum Price Regulation 1 (Dining Car Regulation).

(b) Sales by public and private hospitals insofar as they serve to patients.

(c) Sales by eating cooperatives formed by members of the Armed Forces (as, for example, officers' mess) operated as a non-profit cooperative (where no part of the net earnings inures to the benefit of any individual) which sells food items or meals on a cost basis (or as near thereto as reasonable accounting methods will permit), and substantially all sales of which are made to members of the Armed Forces who are members of the cooperative.

(d) Sales where the beverages subject to this order are included in, and sold as part of, a meal and where the price of such beverage is included in the price of the meal. (Such sales remain under Restaurant Maximum Price Regulation 4–1).

(e) Sales by the war Department or the Department of Navy of the United States through such Departments' sales stores, including commissaries, ships' stores ashore, and by stores operated as army canteens, post exchanges, or ships' activities.

(f) Bona fide private clubs insofar as such clubs sell only to members or bona fide guests of members. Whenever such clubs sell to persons other than members or bona fide guests of members, such clubs shall be considered for all sales an eating or drinking establishment and subject to this order. No club shall be considered to be exempt as a private club, within the meaning of this subparagraph, unless its members pay dues (more than merely nominal in amount), are elected to membership by a governing board, membership committee or other body, and unless it is otherwise operated as a private club.

No club organized after the effective date of this order shall be exempt unless and until it has filed a request for exemption with the District Office of the Office of Price Administration of the area in which it is located, furnishing such information as may be required, and has received a communication from such office authorizing exemption as a private club.

SEC. 8. *Evasion.* If you are an operator of an eating or drinking establishment you must not evade the ceiling prices established by this order by any type of scheme or device; among other things (this is not an attempt to list all evasive practices) you must not:

(a) Institute any cover, minimum, bread and butter, service, corkage, entertainment, checkroom, parking or other special charges which you did not have in effect on any corresponding day during the seven-day period from April 4, 1943, to April 10, 1943, or

(b) Increase any cover, minimum, bread and butter, service, corkage, entertainment, checkroom, parking or other special charges which you did have in effect on any corresponding day during the seven-day period from April 4 to April 10, 1943, or

(c) Require as a condition of sale of a beverage the purchase of other items or meals.

SEC. 9. *Records and menus.* If you are an operator of an eating or drinking establishment subject to this order you must observe the requirements of General Order 50, as well as Restaurant Maximum Price Regulation No. 4–1, either as revised and amended or as may be revised and amended, with reference to the filing and keeping of menus and the preservation and keeping of customary and future records. Among other provisions of General Order No. 50, are the following:

(a) Preserve all existing records relating to prices, cost and sales of food items, meals and beverages;

(b) Continue to prepare and maintain such records as have been ordinarily kept;

(c) Keep for examination by the Office of Price Administration two copies of each menu used by the establishment each day, or a daily record in duplicate of the prices charged for food items, beverages and meals. If the establishment has customarily used menus, it must continue to do so.

SEC. 10. *Posting of prices.* If you are an operator of an eating and drinking establishment you must post and keep posted, the ceiling prices of the beverages subject to this order sold by your establishment, either by:

(a) Supplying the customers menus or bills of fare showing the beverages subject to this order which are sold by the establishment; and showing the brand name, quantity and ceiling price of each kind and type of bottled beverage, and the quantity and ceiling price of all beverages sold on draught.

(b) Posting a sign giving the same information as required on menus or bills of fare by subparagraph (a) above. Such a sign must be posted in the establishment at a place where it can easily be read by the customers. If you prefer you may use a similar sign furnished by the Office of Price Administration.

SEC. 11. *Posting of group number.* If you operate an eating or drinking establishment selling at retail beverages subject to this order you must post, and keep posted, in the premises a card clearly visible to purchasers showing the group number of your establishment as classified under this order. The card must read "OPA 1B", "OPA 2B", or "OPA 3B", whichever is applicable. You may use the card furnished you for this purpose by the War Price and Rationing Board.

SEC. 12. *Receipts and sales slips.* Regardless of whether or not receipts have customarily been issued, upon request by any customer at the time of payment, a receipt containing a full description of the beverage sold and the price of same must be issued. Such receipts must show the date of issue and bear the signature of the person issuing same.

If you customarily issued receipts or sales slips you may not now discontinue the practice.

SEC. 13. *Operation of several places.* If you own or operate more than one place selling beverages subject to this order you must do everything required by this regulation for each place separately.

SEC. 14. *Enforcement.* If you violate any provision of this regulation you are subject to the criminal penalties, civil enforcement actions, suits for treble damages and proceedings for suspensions of licenses, provided for by the Emergency Price Control Act of 1942, as amended.

SEC. 15. *Licensing.* The provisions of Licensing Order No. 1, licensing all persons who make sales under price control, are applicable to all sellers subject to this order. If you are a seller subject to this order your license may be suspended for violation of the license or of the order. If your license is suspended you may not, during the period of suspension, make any sale for which your license has been suspended.

SEC. 16. *Relation to other maximum price regulations.* This order supersedes the provisions of Maximum Price Regulation No. 259 and the General Maximum Price Regulation insofar as such provisions were applicable to sales at retail by eating and drinking establishments of beverages subject to this order. Sales of beverages subject to this order when sold as part of a meal and when the price of same is included in the meal remain subject to the provisions of Restaurant Maximum Price Regulation 4–1.

SEC. 17. *Definitions.* (a) "Malt beverage" is any malt beverage produced either within or without the Continental United States, and includes those commonly designated as beer, lager beer, ale, porter and stout.

(b) "Cereal beverage" is any beverage produced from cereals either within or without the Continental United States and commonly known as "near-beer".

(c) "On draught" means dispensed by a seller at retail from any container of ⅛ barrel or larger size.

(d) "Person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(e) "Sales at retail" or "selling at retail" means a sale or selling to an ultimate consumer other than an industrial or commercial user.

(f) "Eating or drinking establishment" shall include any place, establishment or location, whether temporary or permanent in which any prepared food item or meal, or any beverage is sold for immediate consumption on the premises or to be carried away without substantial change in form or substance. However, grocery and other stores that do not sell food items or meals, or beverages for immediate consumption on the premises are specifically excluded from this definition.

(g) "Other definitions." Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942, as amended, and in § 1499.20 of the General Maximum Price Regulation, shall apply to the other terms used herein.

SEC. 18. *Petitions for amendment.* Any person dissatisfied with any of the provisions of this order may request the Office of Price Administration to amend the order. Such petition for amendment must be filed in pursuance of the provisions of Revised Procedural Regulation No. 1, except that the petition for amendment shall be directed to, filed with, and acted upon, by the District Director of the Jacksonville District Office.

SEC. 19. *Revocation and amendment.* This order may revoked, amended, or corrected at any time.

SEC. 20. *Effective date.* This order shall become effective July 1, 1944.

NOTE: The reporting and record keeping requirements of this order have been approved by the Bureau of the Budget and in accordance with the Federal Reports Act of 1942.

(Public Laws 56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681, General Order 50, 8 F.R. 4808)

Issued at Jacksonville, Florida, this 22d day of June 1944.

W. F. KEEHAN,
Acting District Director.

APPENDIX A

Group 1B.

Brand or trade name	Maximum price per bottle	
	12 ounce (cents)	32 ounce (cents)
Ballantine	25	50
Budweiser	25	50
Canadian Ace	25	50
Downs Arf and Arf	25	50
Miller High Life	25	50
Pabst Blue Ribbon	25	50
Schlitz	25	50
Van Merritt	25	50
Carta Blanca	35	----------
Doran's Export Lager Beer	35	----------
All other brands not listed above	20	40
Draught beer:		
8-ounce glass	13	----------
10-ounce glass	15	----------
All over 12-ounce glasses	17	----------

Sellers who are required to pay a Federal Excise Tax on cabarets may add same to above price if such tax is separately stated and collected.

Group 2B.

Brand or trade name	Maximum price per bottle	
	12 ounce (cents)	32 ounce (cents)
Ballantine	20	42
Budweiser	20	42
Canadian Ace	20	42
Downs Arf and Arf	20	42
Miller High Life	20	42
Pabst Blue Ribbon	20	42
Schlitz	20	42
Van Merritt	20	42
Carta Blanca	35	----------
Doran's Export Lager Beer	35	----------
All other brands not listed above	16	35
Draught beer:		
8-ounce glass	10	----------
10-ounce glass	11	----------
All over 12-ounce glass	15	----------

Sellers who are required to pay a Federal Excise Tax on cabarets may add same to above price if such tax is separately stated and collected.

Group 3B.

Brand or trade name	Maximum price per bottle	
	12 ounce (cents)	32 ounce (cents)
Ballantine	17	37
Budweiser	17	37
Canadian Ace	17	37
Downs Arf and Arf	17	37
Miller High Life	17	37
Pabst Blue Ribbon	17	37
Schlitz	17	37
Van Merritt	17	37
Carta Blanca	35	----------
Doran's Export Lager Beer	25	----------
All other brands not listed above	12	30
Draught beer:		
8-ounce glass	10	----------
10-ounce glass	11	----------
All over 12-ounce glass	15	----------

Sellers who are required to pay a Federal Excise Tax on cabarets may add same to above price if such tax is separately stated and collected.

[F. R. Doc. 44-9900; Filed, July 5, 1944; 4:34 p. m.]

[Nashville Order G-1 Under Gen. Order 50]

MALT AND CEREAL BEVERAGES IN DESIGNATED AREAS OF TENNESSEE AND VIRGINIA

Order No. G-1 Under General Order No. 50. Maximum prices for malt and cereal beverages in certain areas.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the District Director of the Nashville District Office of Region IV of the Office of Price Administration by General Order No. 50 issued by the Administrator of the Office of Price Administration, and Region IV Revised Delegation Order No. 17, issued May 5, 1944, it is hereby ordered:

SECTION 1. *Purpose of order.* It is the purpose of this order to establish specific maximum prices for malt and cereal beverages including those commonly known as ale, beer and near-beer, either in containers or on draught when sold or offered for sale at retail by any eating, or drinking establishment, either for consumption on the premises or when carried away.

SEC. 2. *Geographical applicability.* The provisions of this order extend to all eating and drinking places or establishments located within the limits of the following named counties of the State of Tennessee: Anderson, Bledsoe, Blount, Bradley, Campbell, Cannon, Carter, Cheatham, Clay, Claiborne, Cocke, Cumberland, Davidson, DeKalb, Fentress, Grainger, Greene, Hamblen, Hamilton, Hancock, Hawkins, Jackson, Jefferson, Johnson, Knox, Loudon, Macon, McMinn, Meigs, Monroe, Morgan, Overton, Pickett, Polk, Putnam, Rhea, Roane, Robertson, Rutherford, Scott, Sequatchie, Sevier, Smith, Sullivan, Sumner, Trousdale, Unicoi, Union, Van Buren, Warren, Washington, White, Williamson, Wilson—and the municipality of Bristol, Virginia.

SEC. 3. *Ceiling prices.* (a) On and after July 1, 1944, if you operate an eating or drinking establishment, you may not sell or offer for sale any beverage subject to this order at prices higher than the applicable ceiling prices listed in Appendix A hereof. You may, of course, charge lower prices at any time.

(b) If you sell any beverage subject to this order which is not specifically listed in Appendix A hereof, and if you believe that the maximum price specified under the applicable heading "All other brands not listed above" is not appropriate to such beverage, you may make application to the Nashville District Office of the Office of Price Administration requesting that such beverage be specifically included in Appendix A hereof. With or without such application the Nashville District Office of the Office of Price Administration may, at any time and from time to time, add new or unlisted beverages, brands, types or sizes, together with maximum prices for same to the lists set forth in Appendix A hereof.

SEC. 4. *How to figure your ceiling prices.* (a) This order divides eating and drinking establishments into three different groups and gives each group a different ceiling price. The group to which you belong depends on your legal ceiling prices in effect during the base period of April 4–10, 1943. You must figure the group to which you belong on the basis of your correct legal ceiling prices for that period.

(b) The group to which you belong depends on your legal ceiling prices for the beverages subject to this order in effect during the base period of April 4–10, 1943. If your legal ceiling prices for various brands and types of beverages subject to this order vary so that your ceiling prices on some brands or types seem to place you in one particular group and ceiling prices on others seem to classify you into a different group, you must classify yourself into the particular group representative of the prices at which the greater number of your sales were made. You must figure the group to which you belong as follows:

(1) *Group 1B.* Your establishment belongs to Group 1B, if during the base period of April 4–10, 1943 your legally established ceiling prices for beverages

subject to this order were the same as, or more than the prices listed in Appendix A hereof for Group 1B establishments.

(2) *Group 2B.* Your establishment belongs to Group 2B if during the base period of April 4–10, 1943 your legally established ceiling prices for beverages subject to this order were the same as, or more than the prices listed in Appendix A hereof for Group 2B establishments, but were less than those provided in Appendix A for Group 1B establishments.

(3) *Group 3B.* Your establishment belongs to Group 3B if during the base period of April 4–10, 1943 your legally established ceiling prices for beverages subject to this order were less than the prices listed in Appendix A hereof for Group 2B establishments. All establishments not in operation during the base period of April 4–10, 1943 also belong to Group 3B.

(c) If your eating or drinking establishment was not in operation during the base period of April 4–10, 1943, and, if the nearest similar eating or drinking establishment of the same type is one which is properly classified in Group 1B or Group 2B, you may file an application with the Nashville District Office of the Office of Price Administration requesting that your establishment be reclassified into the same group to which its nearest similar eating or drinking establishment of the same type belongs. Until your application is acted upon and your establishment is reclassified, it must retain the classification of a Group 3B seller, and must observe the ceiling prices as provided for that group in Appendix A hereof. All such applications for reclassification must contain the following information.

1. Name and address of the establishment and of its owner or owners.

2. A description of the establishment showing its type (such as night club, hotel, restaurant, tavern) and the date it began operating.

3. The selling prices by brand name of all beverages sold since the beginning of its operation.

4. The names of the three nearest eating and drinking establishments of the same type, and their group number as determined under this order.

5. Any other information pertinent to such application, or which may be requested by the Office of Price Administration.

SEC. 5. *Filing with War Price and Rationing Board.* When you have figured your proper group under section 4 above, you must, on or before July 10, 1944, file with your War Price and Rationing Board a signed statement with the name and address of your establishment, its type (such as night club, hotel, restaurant, tavern) and the group to which it belongs. Thereupon the War Price and Rationing Board will send you a card bearing your group number.

SEC. 6. *Modification of prices.* After you have determined your group and have put into effect the ceiling prices provided in this order for that group, the Office of Price Administration District Director for the District in which your establishment is located may direct you to charge lower ceiling prices:

(a) If, on the basis of your April 4–10, 1943 legal ceiling prices, this order, properly applied, requires you to be placed into a group with lower ceiling prices.

(b) If, as a result of speculative, unwarranted, or abnormal increases, contrary to the purpose of the Emergency Price Control Act, as amended, your legal ceiling prices on April 4–10, 1943, were excessive in relation to the legal ceiling prices of other comparable establishments in the District.

SEC. 7. *Exempt sales.* The following sales are exempt from the operation of this order. However, unless they are otherwise exempt from price control, they shall remain subject to the appropriate maximum price regulation or order:

(a) Sales by persons on board common carriers (when operated as such), including railroad dining cars, club cars, bar cars, and buffet cars, or sales otherwise governed by Restaurant Maximum Price Regulation 1 (Dining Car Regulation).

(b) Sales by public and private hospitals insofar as they serve to patients.

(c) Sales by eating cooperatives formed by members of the Armed Forces (as, for example, officers' mess) operated as a nonprofit cooperative (where no part of the net earnings inures to the benefit of any individual) which sells food items or meals on a cost basis (or as near thereto as reasonable accounting methods will permit), and substantially all sales of which are made to members of the Armed Forces who are members of the cooperative.

(d) Sales where the beverages subject to this order are included in, and sold as part of, a meal and where the price of such beverage is included in the price of the meal. (Such sales remain under Restaurant Maximum Price Regulation 4–1.)

(e) Sales by the War Department or the Department of Navy of the United States through such Departments' sales stores, including commissaries, ships' stores ashore, and by stores operated as army canteens, post exchanges, or ships' activities.

(f) Bona Fide private clubs insofar as such clubs sell only to members or bona fide guests of members. Whenever such clubs sell to persons other than members or bona fide guests of members, such clubs shall be considered for all sales an eating or drinking establishment and subject to this order. No club shall be considered to be exempt as a private club, within the meaning of this subparagraph, unless its members pay dues (more than merely nominal in amount), are elected to membership by a governing board, membership committee or other body, and unless it is otherwise operated as a private club.

No club organized after the effective date of this order shall be exempt unless and until it has filed a request for exemption with the District Office of the Office of Price Administration of the area in which it is located, furnishing such information as may be required, and has received a communication from such office authorizing exemption as a private club.

SEC. 8. *Evasion.* If you are an operator of an eating or drinking establishment you must not evade the ceiling prices established by this order by any type of scheme or device; among other things (this is not an attempt to list all evasive practices) you must not:

(a) Institute any cover, minimum, bread and butter, service, corkage, entertainment, checkroom, parking or other special charges which you did not have in effect on any corresponding day during the seven-day period from April 4, 1943 to April 10, 1943, or

(b) Increase any cover, minimum, bread and butter, service, corkage, entertainment, checkroom, parking or other special charges which you did have in effect on any corresponding day during the seven-day period from April 4 to April 10, 1943, or

(c) Require as a condition of sale of a beverage the purchase of other items or meals.

SEC. 9. *Records and menus.* If you are an operator of an eating or drinking establishment subject to this order you must observe the requirements of General Order 50, as well as Restaurant Maximum Price Regulation No. 4–1, either as revised and amended or as may be revised and amended, with reference to the filing and keeping of menus and the preservation and keeping of customary and future records. Among other provisions of General Order No. 50, are the following:

(a) Preserve all existing records relating to prices, cost and sales of food items, meals and beverages;

(b) Continue to prepare and maintain such records as have been ordinarily kept;

(c) Keep for examination by the Office of Price Administration two copies of each menu used by the establishment each day, or a daily record in duplicate of the prices charged for food items, beverages and meals. If the establishment has customarily used menus, it must continue to do so.

SEC. 10. *Posting of prices.* If you are an operator of an eating and drinking establishment you must post and keep posted, the ceiling prices of the beverages subject to this order sold by your establishment, either by:

(a) Supplying the customers menus or bills of fare showing the beverages subject to this order which are sold by the establishment; and showing the brand name, quantity and ceiling price of each kind and type of bottled beverage, and the quantity and ceiling price of all beverages sold on draught.

(b) Posting a sign giving the same information as required on menus or bills of fare by subparagraph (a) above. Such a sign must be posted in the establishment at a place where it can easily be read by the customers. If you prefer you may use a similar sign furnished by the Office of Price Administration.

SEC. 11. *Posting of group number.* If you operate an eating or drinking establishment selling at retail beverages subject to this order you must post, and keep posted, in the premises a card clearly visible to purchasers showing the group number of your establishment as classified under this order. The card must read "OPA 1B," "OPA 2B," or "OPA 3B," which ever is applicable. You may use the card furnished you for this purpose by the War Price and Rationing Board.

SEC. 12. *Receipts and sales slips.* Regardless of whether or not receipts have customarily been issued, upon request by any customer at the time of payment, a receipt containing a full description of the beverage sold and the price of same must be issued. Such receipts must show the date of issue and bear the signature of the person issuing same.

If you have customarily issued receipts or sales slips, you may not now discontinue the practice.

SEC. 13. *Operation of several places.* If you own or operate more than one place selling beverages subject to this order you must do everything required by this regulation for each place separately.

SEC. 14. *Enforcement.* If you violate any provision of this regulation you are subject to the criminal penalties, civil enforcement actions, suits for treble damages and proceedings for suspensions of licenses, provided for by the Emergency Price Control Act of 1942, as amended.

SEC. 15. *Licensing.* The provisions of Licensing Order No. 1, licensing all persons who make sales under price control, are applicable to all sellers subject to this order. If you are a seller subject to this order your license may be suspended for violation of the license or of the order. If your license is suspended you may not, during the period of suspension, make any sale for which your license has been suspended.

SEC. 16. *Relation to other maximum price regulations.* This order supersedes the provisions of Maximum Price Regulation No. 259 and the General Maximum Price Regulation insofar as such provisions were applicable to sales at retail by eating and drinking establishments of beverages subject to this order. Sales of beverages subject to this order when sold as part of a meal and when the price of same is included in the meal remain subject to the provisions of Restaurant Maximum Price Regulation 4–1.

SEC. 17. *Definitions.* (a) "Malt beverage" is any malt beverage produced either within or without the Continental United States, and includes those commonly designated as beer, lager beer, ale, porter and stout.

(b) "Cereal beverage" is any beverage produced from cereals either within or without the Continental United States and commonly known as "near-beer."

(c) "On draught" means dispensed by a seller at retail from any container of ⅛ barrel or larger size.

(d) "Person" includes an individual corporation, partnership, association, or any other organized group of persons or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(e) "Sales at retail" or "selling at retail" means a sale or selling to an ultimate consumer other than an industrial or commercial user.

(f) "Eating or drinking establishment" shall include any place, establishment or location, whether temporary or permanent, in which any prepared food item or meal, or any beverage is sold for immediate consumption on the premises or to be carried away without substantial change in form or substance. However, grocery and other stores that do not sell feed items or meals, or beverages for immediate consumption on the premises are specifically excluded from this definition.

(g) "Other definitions." Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942, as amended, and in § 1499.20 of the General Maximum Price Regulation, shall apply to the other terms used herein.

SEC. 18. *Petitions for amendment.* Any person dissatisfied with any of the provisions of this order may request the Office of Price Administration to amend the order. Such petition for amendment must be filed in pursuance of the provisions of Revised Procedural Regulation No. 1, except that the petition for amendment shall be directed to, filed with, and acted upon, by the District Director of the Nashville District Office.

SEC. 19. *Taxes.* Sellers who are required to pay a Federal Excise Tax on cabarets may add the same to the prices shown in Appendix A, provided such tax is separately stated and collected. All other Federal and State taxes are included in the prices shown in Appendix A hereof.

SEC. 20. *Revocation and amendment.* This order may be revoked, amended, or corrected at any time.

SEC. 21. *Effective date.* This order shall become effective July 1, 1944.

NOTE: The reporting and record keeping requirements of this order have been approved by the Bureau of the Budget and in accordance with the Federal Reports Act of 1942.

(Public Laws 56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681, General Order 50, 8 F.R. 4808)

Issued at Nashville, Tennessee, this 19th day of June 1944.

SAM M. BONEY,
District Director.

APPENDIX A

Group 1B.

Brand or trade name	Maximum price per bottle	
	12 ounce (cents)	32 ounce (cents)
Carta Blanca—Mexican Beer	35	55
Doran's Export Beer and Ale	35	55
Ballentine Ale	25	50
Barbarossa Beer	25	50
Budweiser Beer	25	50
Bruck's Beer	25	50
Embassy Club Beer	25	50
Millers Hi-Life Beer	25	50
Pabst Blue Ribbon Beer	25	50
Red Top Ale	25	50
Schlitz Beer	25	50
All other brands not listed above	20	40
Draught beer:		
6-ounce glass	8	----------
8-ounce glass	10	----------
10-ounce glass	12	----------
12-ounce glass	14	----------
14-ounce glass	16	----------
16-ounce glass	18	----------

Any other ounce than listed shall be $0.01¼ per ounce.

Sellers who are required to pay a Federal Excise Tax on cabarets may add same to above price if such tax is separately stated and collected.

Group 2B.

Brand or trade name	Maximum price per bottle	
	12 ounce (cents)	32 ounce (cents)
Carta Blanca—Mexican Beer	30	50
Doran's Export Beer and Ale	30	50
Ballentine Ale	20	45
Barbarossa Beer	20	45
Budweiser Beer	20	45
Bruck's Beer	20	45
Embassy Club Beer	20	45
Millers Hi-Life Beer	20	45
Pabst Blue Ribbon Beer	20	45
Red Top Ale	20	45
Schlitz Beer	20	45
All other brands not listed above	15	35
Draught beer:		
6-ounce glass	6	----------
8-ounce glass	8	----------
10-ounce glass	10	----------
12-ounce glass	12	----------
14-ounce glass	14	----------
16-ounce glass	16	----------

Any other ounce than listed shall be $0.01 per ounce.

Sellers who are required to pay a Federal Excise Tax on cabarets may add same to above price if such tax is separately stated and collected.

Group 3B.

Brand or trade name	Maximum price per bottle	
	12 ounce (cents)	32 ounce (cents)
Carta Blanca—Mexican Beer	27	45
Doran's Export Beer and Ale	27	45
Ballantine Ale	17	40
Barbarossa Beer	17	40
Budweiser Beer	17	40
Bruck's Beer	17	40
Embassy Club Beer	17	40
Millers Hi-Life Beer	17	40
Pabst Blue Ribbon Beer	17	40
Red Top Ale	17	40
Schlitz Beer	17	40
All other brands not listed above	12	30
Draught beer:		
6-ounce glass	06	----------
8-ounce glass	08	----------
10-ounce glass	10	----------
12-ounce glass	12	----------
14-ounce glass	14	----------
16-ounce glass	16	----------

Any other ounce than listed shall be $0.01 per ounce.

Sellers who are required to pay a Federal Excise Tax on cabarets may add same to above price if such tax is separately stated and collected.

[F. R. Doc. 44–9899; Filed, July 5, 1944; 4:34 p. m.]

[Jackson Order G–1 Under Gen. Order 50]

MALT AND CEREAL BEVERAGES IN MISSISSIPPI

Order No. G–1 under General Order No. 50. Maximum prices for malt and cereal beverages in the State of Mississippi.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the District Director of the Jackson (Mississippi) District Office of Region IV of the Office of Price Administration by General Order No. 50 issued by the Administrator of the Office of Price Administration, and Region IV Revised Delegation Order No. 17, issued May 5, 1944, it is hereby ordered:

SEC. 1. *Purpose of order.* It is the purpose of this order to establish specific maximum prices for malt and cereal beverages including those commonly known as ale, beer and near-beer, either in containers or on draught when sold or offered for sale at retail by any eating, or drinking establishment, either for consumption on the premises or when carried away.

SEC. 2. *Geographical applicability.* The provisions of this order extend to all eating and drinking places or establishments located within the limits of the entire State of Mississippi.

SEC. 3. *Ceiling prices.* (a) On and after June 9, 1944, if you operate an eating or drinking establishment, you may not sell or offer for sale any beverage subject to this order at prices higher than the applicable ceiling prices listed in Appendix A hereof. You may, of course, charge lower prices at any time.

(b) If you sell any beverage subject to this order which is not specifically listed in Appendix A hereof, and if you believe that the maximum price specified under the applicable heading "All other brands not listed above" is not appropriate to such beverage, you may make application to the Jackson District Office of the Office of Price Administration requesting that such beverage be specifically included in Appendix A hereof. With or without such application the Jackson District Office of the Office of Price Administration may, at any time and from time to time, add new or unlisted beverages, brands, types or sizes, together with maximum prices for same to the lists set forth in Appendix A hereof.

(c) You may not add any taxes to your ceiling prices set forth in Appendix A hereof except those specifically provided therein, as all other taxes were taken into consideration in establishing the ceiling prices for each group as set forth in Appendix A.

SEC. 4. *How to figure your ceiling prices.* (a) This order divides eating and drinking establishments into three different groups and gives each group a different ceiling price. The group to which you belong depends on your legal ceiling prices in effect during the base period of April 4–10, 1943. You must figure the group to which you belong on the basis of your correct legal ceiling prices for that period.

(b) The group to which you belong depends on your legal ceiling prices for the beverages subject to this order in effect during the base period of April 4–10, 1943. If your legal ceiling prices for various brands and types of beverages subject to this order vary so that your ceiling prices on some brands or types seem to place you in one particular group and ceiling prices on others seem to classify you into a different group, you must classify yourself into the particular group representative of the prices at which the greater number of your sales were made. You must figure the group to which you belong as follows:

(1) *Group 1B.* Your establishment belongs to Group 1B, if during the base period of April 4–10, 1943 your legally established ceiling prices for beverages subject to this order were the same as, or more than the prices listed in Appendix A hereof for Group 1B establishments.

(2) *Group 2 B.* Your establishment belongs to Group 2 B if during the base period of April 4–10, 1943 your legally established ceiling prices for beverages subject to this order were the same as, or more than the prices listed in Appendix A hereof for Group 2 B establishments, but were less than those provided in Appendix A for Group 1 B establishments.

(3) *Group 3 B.* Your establishment belongs to Group 3 B if during the base period of April 4–10, 1943 your legally established ceiling prices for beverages subject to this order were less than the prices listed in Appendix A herefor for Group 2 B establishments. All establishments not in operation during the base period of April 4–10, 1943 also belong to Group 3 B.

(c) If your eating or drinking establishment was not in operation during the base period of April 4–10, 1943, and, if the nearest similar eating or drinking establishment of the same type is one which is properly classified in Group 1B or Group 2 B, you may file an application with the Jackson District Office of the Office of Price Administration requesting that your establishment be reclassified into the same group to which its nearest similar eating or drinking establishment of the same type belongs. Until your application is acted upon and your establishment is reclassified, it must retain the classification of a Group 3 B seller, and must observe the ceiling prices as provided for that group in Appendix A hereof. All such applications for reclassification must contain the following information:

1. Name and address of the establishment and of its owner or owners.

2. A description of the establishment showing its type (such as night club, hotel, restaurant, tavern) and the date it began operating.

3. The selling prices by brand name of all beverages sold since the beginning of its operation.

4. The names of the three nearest eating and drinking establishments of the same type, and their group number as determined under this order.

5. Any other information pertinent to such application, or which may be requested by the Office of Price Administration.

SEC. 5. *Filing with War Price and Rationing Board.* When you have figured your proper group under section 4 above, you must, on or before June 19, 1944, file with your War Price and Rationing Board a signed statement with the name and address of your establishment, its type (such as night club, hotel, restaurant, tavern) and the group to which it belongs. Thereupon the War Price and Rationing Board will send you a card bearing your group number.

SEC. 6. *Modification of prices.* After you have determined your group and have put into effect the ceiling prices provided in this order for that group, the Office of Price Administration District Director for the district in which your establishment is located may direct you to charge lower ceiling prices:

(a) If, on the basis of your April 4–10, 1943 legal ceiling prices, this order, properly applied, requires you to be placed into a group with lower ceiling prices.

(b) If, as a result of speculative, unwarranted, or abnormal increases, contrary to the purpose of the Emergency Price Control Act, as amended, your legal ceiling prices on April 4–10, 1943, were excessive in relation to the legal ceiling prices of other comparable establishments in the District.

SEC. 7. *Exempt sales.* The following sales are exempt from the operation of this order. However, unless they are otherwise exempt from price control, they shall remain subject to the appropriate maximum price regulation or order:

(a) Sales by persons on board common carriers (when operated as such) including railroad dining cars, club cars, bar cars, and buffet cars, or sales otherwise governed by Restaurant Maximum Price Regulation 1 (Dining Car Regulation).

(b) Sales by public and private hospitals insofar as they serve to patients.

(c) Sales by eating cooperatives formed by members of the Armed Forces (as, for example, officers' mess) operated as a non-profit cooperative (where no part of the net earnings inures to the benefit of any individual) which sells food items or meals on a cost basis (or as near thereto as reasonable accounting methods will permit), and substantially all sales of which are made to members of the Armed Forces who are members of the cooperative.

(d) Sales where the beverages subject to this order are included in, and sold as part of, a meal and where the price of such beverage is included in the price of the meal. (Such sales remain under Restaurant Maximum Price Regulation 4–1).

(e) Sales by the War Department or the Department of Navy of the United States through such Departments' sales stores, including commissaries, ships' stores ashore, and by stores operated as army canteens, post exchanges, or ships' activities.

(f) Bona fide private clubs insofar as such clubs sell only to members or bona fide guests of members. Whenever such clubs sell to persons other than members or bona fide guests of members, such clubs shall be considered for all sales an eating and drinking establishment and subject to this Order. No club shall be considered to be exempt as a private club, within the meaning of this subparagraph, unless its members pay dues (more than merely nominal in amount), are elected to membership by a governing board, membership committee or other body, and unless it is otherwise operated as a private club.

No club organized after the effective date of this order shall be exempt unless and until it has filed a request for exemption with the District Office of the Office of Price Administration of the area in which it is located, furnishing such information as may be required, and has received a communication from such office authorizing exemption as a private club.

SEC. 8. *Evasion.* If you are an operator of an eating or drinking establishment you must not evade the ceiling prices established by this order by any type of scheme or device; among other things (this is not an attempt to list all evasive practices) you must not:

(a) Institute any cover, minimum, bread and butter, service, corkage, entertainment, checkroom, parking or other special charges which you did not have in effect on any corresponding day during the seven-day period from April 4, 1943 to April 10, 1943, or

(b) Increase any cover, minimum, bread and butter, service, corkage, entertainment, checkroom, parking or other special charges which you did not have in effect on any corresponding day during the seven-day period from April 4 to April 10, 1943, or

(c) Require as a condition of sale of a beverage the purchase of other items or meals.

SEC. 9. *Records and Menus.* If you are an operator of an eating or drinking establishment subject to this order you must observe the requirements of General Order 50, as well as Restaurant Maximum Price Regulation No. 4–1, either as revised and amended or as may be revised and amended, with reference to the filing and keeping of menus and the preservation and keeping of customary and future records. Among other provisions of General Order No. 50, are the following:

(a) Preserve all existing records relating to prices, cost and sales of food items, meals and beverages;

(b) Continue to prepare and maintain such records as have been ordinarily kept;

(c) Keep for examination by the Office of Price Administration two copies of each menu used by the establishment each day, or a daily record in duplicate of the prices charged for food items, beverages and meals. If the establishment has customarily used menus, it must continue to do so.

SEC. 10. *Posting of prices.* If you are an operator of an eating and drinking establishment you must post and keep posted, the ceiling prices of the beverages subject to this order sold by your establishment, either by:

(a) Supplying the customers menus or bills of fare showing the beverages subject to this order which are sold by the establishment; and showing the brand name, quantity and ceiling price of each kind and type of bottled beverage, and the quantity and ceiling price of all beverages sold on draught.

(b) Posting a sign giving the same information as required on menus or bills of fare by subparagraph (a) above. Such a sign must be posted in the establishment at a place where it can easily be read by the customers. If you prefer you may use a similar sign furnished by the Office of Price Administration.

SEC. 11. *Posting of group number.* If you operate an eating or drinking establishment selling at retail beverages subject to this order you must post, and keep posted, in the premises a card clearly visible to purchasers showing the group number of your establishment as classified under this order. The card must read "OPA 1B" or "OPA 2B" or "OPA 3B", whichever is applicable. You may use the card furnished you for this purpose by the War Price and Rationing Board.

SEC. 12. *Receipts and sales slips.* Regardless of whether or not receipts have customarily been issued, upon request by any customer at the time of payment, a receipt containing a full description of the beverage sold and the price of same must be issued. Such receipts must show the date of issue and bear the signature of the person issuing same.

If you have customarily issued receipts or sales slips, you may not now discontinue the practice.

SEC. 13. *Operation of several places.* If you own or operate more than one place selling beverages subject to this order you must do everything required by this regulation for each place separately.

SEC. 14. *Enforcement.* If you violate any provision of this regulation you are subject to the criminal penalties, civil enforcement actions, suits for treble damages and proceedings for suspensions of licenses, provided for by the Emergency Price Control Act of 1942, as amended.

SEC. 15. *Licensing.* The provisions of Licensing Order No. 1, licensing all persons who make sales under price control, are applicable to all sellers subject to this order. If you are a seller subject to this order your license may be suspended for violation of the license or of the order. If your license is suspended you may not, during the period of suspension, make any sale for which your license has been suspended.

SEC. 16. *Relation to other maximum price regulations.* This order supersedes the provisions of Maximum Price Regulation No. 259 and the General Maximum Price Regulation insofar as such provisions were applicable to sales at retail by eating and drinking establishments of beverages subject to this order. Sales of beverages subject to this order when sold as part of a meal and when the price of same is included in the meal remain subject to the provisions of Restaurant Maximum Price Regulation 4–1.

SEC. 17. *Definitions.* (a) "Malt beverage" is any malt beverage produced either within or without the Continental United States, and includes those commonly designated as beer, lager beer, ale, porter and stout.

(b) "Cereal beverage" is any beverage produced from cereals either within or without the Continental United States and commonly known as "near-beer".

(c) "On draught" means dispensed by a seller at retail from any container of ⅛ barrel or larger size.

(d) "Person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(e) "Sales at retail" or "selling at retail" means a sale or selling to an ultimate consumer other than an industrial or commercial user.

(f) "Eating or drinking establishment" shall include any place establishment or location, whether temporary or permanent, in which any prepared food item or meal, or any beverage is sold for immediate consumption on the premises or to be carried away without substantial change in form or substance. However, grocery and other stores that do not sell food items or meals, or beverages for immediate consumption on the premises are specifically excluded from this definition.

(g) "Other definitions". Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942, as amended, and in § 1499.20 of the General Maximum Price Regulation, shall apply to the other terms used herein.

SEC. 18. *Petitions for amendment.* Any person dissatisfied with any of the provisions of this order may request the Office of Price Administration to amend the order. Such petition for amendment must be filed in pursuance of the provisions of Revised Procedural Regulation No. 1, except that the petition for amendment shall be directed to, filed with, and acted upon, by the District Director of the Jackson District Office.

SEC. 19. *Revocation and amendment.* This order may be revoked, amended, or corrected at any time.

SEC. 20. *Effective date.* This order shall become effective June 9, 1944.

NOTE: The reporting and record keeping requirements of this order have been approved by the Bureau of the Budget and in accordance with the Federal Reports Act of 1942.

(Public Law 56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681, General Order 50, 8 F.R. 4808)

Issued at Jackson, Mississippi, this June 5, 1944.

DEWEY S. DEARMAN,
Acting District Director.

APPENDIX A

Group 1B.

Brand or trade name	Maximum price per bottle	
	12 ounce (cents)	32 ounce (cents)
Ballantine Ale	25	51
Barbarossa	25	51
Budweiser	25	51
Burger Brau	25	51
Canadian Ace	25	51
Carlings Red Cap Ale	25	51
Carta Blanca	25	51
Embassy Club	25	51
Gold Coast	25	51
Pabst Blue Ribbon	25	51
Schlitz	25	51
Silver Fox	25	51
Van Wyck	25	51
All other brands not listed above	20	46
Draught beer:		
8-ounce glass	9	----------
10-ounce glass	11	----------
12-ounce glass	13	----------
14-ounce glass	15	----------
16-ounce glass	17	----------

Sellers who are required to pay a Federal Excise Tax on cabarets may add same to above price if such tax is separately stated and collected. All sellers may add to above price the Mississippi Sales Tax, if separately stated and collected. Only the exact amount of the tax may be added. To illustrate, only four mills (or tokens) may be added to a maximum listed price of 20¢; one cent or 10 mills (tokens) may be added to the listed maximum price of 51¢.

All sellers who are required to, and pay the Mississippi "black market" tax of 10% levied on commodities, the sales of which are prohibited by law, as provided by House Bill No. 892, enacted by the Legislature of the State of Mississippi at the regular 1944 session thereof, may add same to the maximum price listed above, if separately stated and collected.

APPENDIX A

Group 2B.

Brand or trade name	Maximum price per bottle	
	12 ounce (cents)	32 ounce (cents)
Ballantine Ale	21	47
Barbarossa	21	47
Budweiser	21	47
Burger Brau	21	47
Canadian Ace	21	47
Carlings Red Cap Ale	21	47
Carta Blanca	21	47
Embassy Club	21	47
Gold Coast	21	47
Pabst Blue Ribbon	21	47
Schlitz	21	47
Silver Fox	21	47
Van Wyck	21	47
All other brands not listed above	16	41
Draught beer:		
8-ounce glass	08	----------
10-ounce glass	10	----------
12-ounce glass	12	----------
14-ounce glass	14	----------
16-ounce glass	16	----------

Sellers who are required to pay a Federal Excise Tax on cabarets may add same to above price if such tax is separately stated and collected. All sellers may add to above price the Mississippi Sales Tax, if separately stated and collected. Only the exact amount of the tax may be added. To illustrate, only four mills (or tokens) may be added to a maximum listed price of 21¢; nine mills (tokens) may be added to the listed maximum price of 47¢.

All sellers who are required to, and pay the Mississippi "black market" tax of 10% levied on commodities, the sales of which are prohibited by law, as provided by House Bill No. 892, enacted by the Legislature of the State of Mississippi at the regular 1944 session thereof, may add same to the maximum price listed above, if separately stated and collected.

Group 3B.

Brand or trade name	Maximum price per bottle	
	12 ounce (cents)	32 ounce (cents)
Ballantine Ale	20	42
Barbarossa	20	42
Budweiser	20	42
Burger Brau	20	42
Canadian Ace	20	42
Carlings Red Cap Ale	20	42
Carta Blanca	20	42
Embassy Club	20	42
Gold Coast	20	42
Pabst Blue Ribbon	20	42
Schlitz	20	42
Silver Fox	20	42
Van Wyck	20	42
All other brands not listed above	15	37
Draught beer:		
8-ounce glass	08	----------
10-ounce glass	01	----------
12-ounce glass	12	----------
14-ounce glass	14	----------
16-ounce glass	16	----------

Sellers who are required to pay a Federal Excise Tax on cabarets may add same to above price if such tax is separately stated and collected. All sellers may add to above price the Mississippi sales tax, if separately stated and collected. Only the exact amount of the tax may be added. To illustrate, only four mills (or tokens) may be added to a maximum listed price of 20¢; eight mills (tokens) may be added to the listed maximum price of 42¢.

All sellers who are required to, and pay the Mississippi "black market" tax of 10% levied on commodities, the sales of which are prohibited by law, as provided by House Bill No. 892, enacted by the Legislature of the State of Mississippi at the regular 1944 session thereof, may add same to the maximum price listed above, if separately stated and collected.

[F. R. Doc. 44-9898; Filed, July 5, 1944; 4:35 p. m.]

[Atlanta Order G-1 Under MPR 426, Amdt. 1]

ICEBERG LETTUCE IN ATLANTA, GA.

Amendment No. 1 to Order No. G-1 under Maximum Price Regulation No. 426, as amended. Fresh fruits and vegetables for table use, sales except at retail. Adjustment of maximum prices for certain sales of iceberg lettuce in less than carlot or less than trucklot quantities.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the District Director of the Atlanta District Office of the Office of Price Administration by section 2 (b) of Maximum Price Regulation No. 426, as amended, and Regional Delegation Order No. 16, *It is hereby ordered:*

I. Paragraph (a) (1) is amended to read as follows:

(1) The maximum price for a sale of iceberg lettuce in L. A. or Salinas crates containing not less than 48 heads with a minimum weight of 60 pounds shall be:

(i) On a sale by an intermediate seller whose selling establishment is located within the Cities of or free delivery zones of Macon and Columbus, Georgia, and who received the particular lot of lettuce, from which the sale is being made, in carlot quantities, or whose selling establishment is located within the free delivery zone of Atlanta, Georgia, to another intermediate seller;

(a) When sold f. o. b. seller's platform or delivered to the purchaser's establishment located within one of the named cities or free delivery zones thereof, $5.24 per crate.

(b) When delivered to the premises of the purchaser not located in the Cities of or the free delivery zones of Macon, Columbus, or Atlanta, Georgia.

(1) $5.54 per crate.

(ii) On a sale by any seller whose selling establishment is located within the Cities of or the free delivery zones of Macon and Columbus, Georgia, who received the lot, from which the sale was made, in carlot quantities, or whose selling establishment is located within the free delivery zone of Atlanta, Georgia, to a "retailer," institutional user, or procurement agency of the United States or of any state located within the Cities of or free delivery zones of Atlanta, Macon, and Columbus, Georgia, $5.54 per crate.

(iii) On a sale by any seller delivered to the premises of a "retailer," institutional user, or procurement agency of the United States or of any state located outside the City of or free delivery zone of Atlanta, Georgia, the higher of the following:

(a) The maximum price which he could have paid his supplier for the lot from which the sale is made plus 30¢ per crate, but in no event over $5.84 per crate; or

(b) The maximum price established for such sale by Maximum Price Regulation No. 426, as amended.

II. Paragraph (B) (1) is amended to read as follows: (1) "Free delivery zone" of Atlanta, Georgia, means the "Metropolitan Atlanta-Decatur Trade Area" located in Fulton and De Kalb Counties, consisting of the territory within the corporate limits of the Municipalities of Atlanta, East Point, College Park, Hapeville, Decatur, and Avondale Estates, and all of the territory lying within the following militia districts: Buckhead (722 GM), Collins District (1328 GM), Center Hill District (1511 GM), Adamsville District (1289 GM), Poole District (1762 GM), Blackhall District (530 GM), East Point District (1332 GM), Cooks District (469 GM), Peachtree District (1362 GM), Bryant's District (479 GM), Hapeville District (1589 GM), and Southbend District (1348 GM), all in Fulton County, and Decatur District (531 GM) in De Kalb County. The following points and landmarks are within the territory included and lie near or on the outside boundaries of the "Metropolitan Atlanta-Decatur Trade Area:" On the north, North Fulton Park; on the northwest, the Chattahoochee River; on the southwest, Ben Hill; on the south, the southern limits of the Cities of College Park and Hapeville; on the southeast, the Fulton County-De Kalb County boundary line, the eastern limits of the City of Avondale Estates; and on the northeast, Emory University. "Free delivery zone" of the Cities of Macon and Columbus, Georgia, means all of the territory embraced in Bibb and Muscogee Counties, Georgia.

III. This Amendment No. 1 to Order No. G-1 under Maximum Price Regulation No. 426, as amended, shall become effective on and after June 27, 1944.

(56 Stat. 23, 765, Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 27th day of June 1944.

E. A. THORNWELL,
District Director.

[F. R. Doc. 44-9970; Filed, July 6, 1944; 12:17 p. m.]

[Sioux City Order G-1 Under MPR 426 and MPR 285]

CERTAIN FRUITS AND VEGETABLES IN SIOUX CITY, IOWA

Order No. G-1 under § 1439.3-15 Appendix H (f), Appendix I (g) of Maximum Price Regulation No. 426, and § 1351.1254a (a) of Maximum Price Regulation No. 285. Delivery differentials for wholesalers of certain fresh fruits and vegetables in Sioux City, Iowa.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the District Director of the Sioux City, Iowa District Office of the Office of Price Administration, by § 1439.3-15, Appendix H (f), Appendix I (g) of Maximum Price Regulation No. 426, and § 1351.1254a (a) of Maximum Price Regulation No. 285, it is hereby ordered:

(a) *What this order does.* This order determines the limits of the free delivery zones at the wholesale receiving point of Sioux City, Iowa. It also establishes differentials for non-delivered sales in the free delivery zones and for delivered sales beyond the free delivery zones. The Order applies to such fresh fruits and vegetable items as are now or may hereafter be subject to the pricing provisions of Maximum Price Regulation No. 285 and Appendices H and I of Maximum Price Regulation No. 426. The only sellers who are subject to this order are those wholesalers who price under Maximum Price Regulation No. 285, and secondary jobbers and service wholesalers, as those terms are used in Appendices H and I of Maximum Price Regulation No. 426.

(b) *Establishment of free delivery zone.* (1) The free delivery zone established by this order shall be the area within the corporate limits of Sioux City, Iowa, and South Sioux City, Nebraska.

(i) Deliveries made to any point within the confines of the Sioux City Air Base shall, for the purposes of this order be considered as deliveries made within the limits of the free delivery zone.

(2) The zone in which charges may be made for delivery is the area outside the free delivery zones.

(c) *Differentials for non-delivered and delivered sales of items listed in Appendices H and I of Maximum Price Regulation No. 426*—(1) *Non-delivered sales.* For sales on a non-delivered basis there shall be deducted from the price for delivered sales in the free delivery zones, 5 cents per container for standard shipping containers weighing under 50 pounds gross weight, and 10 cents per container for standard shipping containers weighing 50 pounds or over gross weight. A deduction of 2 cents or 5 cents, respectively, shall be made for non-delivered sales of half standard shipping containers or more, or for bulk sales weighing as much as or more than half a standard container of the item being sold. No deductions need be made for sales in less than half containers and for bulk sales which weigh less than half a standard container of the item being sold.

(2) *Delivered sales in the free delivery zones.* For deliveries in the free delivery zones the maximum delivered price shall be the maximum delivered price computed under Maximum Price Regulation No. 426 for the type of sale being made without any deduction from or addition thereto.

(3) *Delivered sales beyond the free delivery zones.* For deliveries beyond the free delivery zones, the amounts set out below may be added to the price for delivered sales in the free delivery zones. Mileage beyond the free delivery zones shall be computed via the nearest public traveled route.

All containers and in bulk	Distance from sellers place of business	Maximum addition
Gross weight	From 1 to 50 miles	25¢ per cwt.
	From 50 to 75 miles	30¢ per cwt.
	From 75 to 100 miles	35¢ per cwt.
	Over 100 miles	40¢ per cwt.

(d) *Differentials for non-delivered and delivered sales of items under Maximum Price Regulation No. 285*—(1) *Non-delivered sales and delivered sales in the free delivery zones.* For non-delivered sales and for deliveries in the free delivery zones the maximum price shall be the maximum delivered price computed under Maximum Price Regulation No. 285 for the type of sale being made. Discounts and price differentials including any differentials or discounts for f. o. b. seller or non-delivered sales must be maintained.

(2) *Delivered sales beyond the free delivery zones.* For deliveries beyond free delivery zones the amount set out below may be added to the price delivered sales in the free delivery zones. Deliveries beyond the free delivery zones shall be computed via the nearest publicly traveled route. Delivery charge shall be computed for the net weight of bananas delivered.

	Distance from sellers place of business	Maximum addition
Net weight	From 1 to 50 miles	25¢ per cwt.
	From 50 to 75 miles	30¢ per cwt.
	Over 75 miles	35¢ per cwt.

(e) *Definitions.* Delivery means delivery to the physical premises of a retail store, hotel, restaurant or institution. Unless the context otherwise requires, the terms used herein shall have the same meaning as given them in Maximum Price Regulation No. 285 and Maximum Price Regulation No. 426.

(f) This order may be revoked, revised, amended or corrected at any time.

(g) *Effective date.* This order shall become effective on July 8, 1944.

(Pub. Laws 421 and 729, 77th Cong., E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 1st day of July 1944.

M. E. RAWLINGS,
District Director.

Approved:

E. O. POLLOCK,
Regional Director,
War Food Administration.

[F. R. Doc. 44-9969; Filed, July 6, 1944; 12:17 p. m.]

[Region VIII Rev. Order G-57 Under 18 (c) Amdt. 1]

HAY IN CALIFORNIA

Amendment No. 1 to Revised Order No. G-57 under § 1499.18 (c) as amended of the General Maximum Price Regulation. Adjusted maximum prices for the transportation of hay in California by motor carriers other than common carriers.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.18 (c) as amended of the General Maximum Price Regulation, *It is hereby ordered*, That Revised Order No. G-57 under § 1499.18 (c) as amended of the General Maximum Price Regulation be amended in the following particulars:

(a) Appendix B is amended by striking out the figure "$4.50" appearing opposite the words "Imperial Valley", and under the heading "San Diego", and substituting therefor the figure "$4.75".

(b) Appendix B is further amended by striking out the figure "$4.80" appearing opposite the words "Imperial Valley" and under the heading "Escondido" and substituting therefor the figure "$5.05".

This order shall become effective upon its issuance.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 30th day of June 1944.

BEN C. DUNIWAY,
Acting Regional Administrator.

[F. R. Doc. 44-9971; Filed, July 6, 1944; 12:17 p. m.]

LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register on July 4, 1944.

REGION II

Wilmington Order 2-F, Amendment 11, covering fresh fruits and vegetables in area including and north of New Castle and Newark to Delaware State Line, filed 9:48 a. m.

REGION III

Escanaba Order 6-W, covering dry groceries in certain areas in Wisconsin and Michigan, filed 9:43 a. m.

Escanaba Order 9-W, covering dry groceries in Schoolcraft County, Mich., filed 9:42 a. m.

Escanaba Order 10-W, covering dry groceries in Gogebic County, Mich., filed 9:41 a. m.

Escanaba Order 11-W, covering dry groceries in Chippewa, Luce and Mackinac County, excepting Mackinaw Island, Mich., filed 9:51 a. m.

Escanaba Order 12-W, covering dry groceries in Baraga, Houghton, Keweenaw and Ontonagon, in Michigan Area, filed 9:40 a. m.

Escanaba Order 13-W, covering dry groceries in Marquette and Alger in Michigan Area, filed 9:50 a. m.

Escanaba Order 14-W, covering dry groceries in certain areas in the Michigan Area, filed 9:49 a. m.

Escanaba Order 28, Amendment 1, covering dry groceries and certain perishables in Chippewa, Luce and Mackinac Counties, excepting Mackinac Island in the Michigan Area, filed 9:48 a. m.

Escanaba Order 28, covering dry groceries and certain perishables in area stated above, filed 9:57 a. m.

Escanaba Order 29, covering dry groceries and certain perishables in Schoolcraft County, Mich. Area, filed 9:56 a. m.

Escanaba Order 30, covering dry groceries and certain perishables in Gogebic County, Mich. and Iron Co., Wis., filed 9:55 a. m.

Escanaba Order 31, covering dry groceries and certain perishables in Baraba, Houghton, Keweenaw and Ontonagon Counties, Mich., filed 9:53 a. m.

Escanaba Order 32, covering dry groceries and certain perishables in certain areas in Wisconsin and Michigan, filed 9:53 a. m.

Escanaba Order 33, covering dry groceries and certain perishables in Marquette and Alger Counties, Mich., filed 9:39 a. m.

Escanaba Order 34, covering dry groceries and certain perishables in certain areas in Michigan, filed 9:51 a. m.

REGION IV

Raleigh Order 1–W, Amendment 2, covering dry groceries in certain counties in North Carolina, filed 9:44 a. m.

Raleigh Order 7–F, covering fresh fruits and vegetables in specified counties in the Raleigh, N. C. District Area, filed 9:47 a. m.

Raleigh Order 11, Amendment 6, covering community food prices in certain areas in North Carolina, filed 9:45 a. m.

Raleigh Order 14, covering community food prices in certain areas in North Carolina, filed 9:46 a. m.

Copies of any of these orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 44–9907; Filed, July 5, 1944; 4:31 p. m.]

[Colorado Order G–1 Under MPR 165]

CLEANING SERVICES IN DENVER AREA

Order No. G–1 issued under § 1499.114 (d) of Maximum Price Regulation 165, as amended. Order establishing maximum prices charged by persons in Denver Area for cleaning domestic heating units and cleaning, checking and oiling domestic stokers; Docket No. 7C–2.165–114 (d) (12)–4–4.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the District Director by section 114 (d) of Maximum Price Regulation No. 165, as amended, and by Region VII Delegation Order No. 36, it is hereby ordered:

(a) *To what persons this order applies.* This order applies to all persons whose places of business are located within the Denver area.

(b) *To what services this order applies.* This order applies to the service of cleaning domestic heating units and to the service of cleaning, checking and oiling domestic stokers when the heating units or stokers upon which such services are rendered are located in the Denver area. "Domestic heating unit" means a heating unit using coal for fuel (other than a stove), which is used to heat a separate living unit or is used to heat one or two living units in a building containing two or more living units. "Domestic stoker" means a mechanical coal stoker that is used in connection with a domestic heating unit. The following services constitute the cleaning of a domestic heating unit, whether hand-fired or stoker-fired: vacuum cleaning of heating surfaces of furnace or boiler; vacuum cleaning smoke pipe and base of stack (the pipe being removed, cleaned, replaced and resealed); cleaning fire box and removing ashes; painting front of furnace; vacuum cleaning exterior of warm air and cold air pipes, if any; vacuum cleaning steam pipes, if any, where necessary; and inspecting and adjusting dampers. The following services constitute the cleaning, checking and oiling of a stoker: removing coal from hopper and worm housing to prevent rust; cleaning plenum chamber; cleaning and oiling motor; checking thoroughly fan unit; flushing gear case and refilling it with approved oil; and inspecting and adjusting "V" belts. Services in repairing heating units and in repairing stokers and in cleaning of ducts and outlets are not covered by this order, and the maximum prices of same shall be those established under the provisions of Maximum Price Regulation 165, as amended.

(c) *Meaning of Denver Area.* "The Denver area" means all of that territory within the City and County of Denver, Colorado, and within the towns or cities of Arvada, Aurora, Englewood, Wheatridge, Edgewater and Lakewood, Colorado, together with all other territory within the area bounded by the following streets or avenues or extensions of the center lines thereof: Colorado Boulevard on the east, Quincy Avenue on the south, Wadsworth Avenue on the west and West 64th Avenue on the north. "The Denver area" shall also include any piece or parcel of land which immediately adjoins any boundary line of "the Denver area" as defined in the preceding sentence, or which immediately adjoins any street or avenue which constitutes a boundary of "the Denver area," as defined in the preceding sentence.

(d) *Maximum prices established.* The following maximum prices are hereby established for the services to which this order applies: for cleaning a domestic heating unit, either hand-fired or stoker-fired, $4.25; and for cleaning, checking and oiling a domestic stoker, $1.75. *Provided, however,* That if the maximum price of any person for any service to which this order applies, as established under the provisions of Maximum Price Regulation 165, as amended, and as stated in a statement filed with the appropriate War Price and Rationing Board before the effective date of this order in accordance with the provisions of § 1499.108 of Maximum Price Regulation 165, as amended, shall be higher than the maximum price for such service under the provisions of this subdivision, then the maximum price of such person for such service shall be the maximum price so established under Maximum Price Regulation 165, as amended, and so stated in such statement; each such person shall post in a conspicuous place in his place of business his maximum price for such service as it was stated in the statement so filed with the War Price and Rationing Board. Discounts which are required to be continued by the provisions of Maximum Price Regulation 165, as amended, shall be continued in accordance with said Maximum Price Regulation 165, as amended.

(e) *Coverage by Maximum Price Regulation 165, as amended.* In all particulars which are not specifically covered or which are excepted by this order, all sellers of services to which this order applies shall be subject to the provisions of Maximum Price Regulation 165, as amended.

(f) *Revocation, amendment or correction.* This order may be revoked, amended or corrected at any time.

(g) *Effective date.* This order becomes effective June 27, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 27th day of June 1944.

GEO. M. BULL,
District Director.

[F. R. Doc. 44–9906; Filed, July 5, 1944; 4:32 p. m.]

LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register on July 5, 1944.

REGION II

Maryland Order P–1, Amendment 5, covering fresh fish and seafood prices in the Baltimore, Md., area, filed 9:43 a. m.

Maryland Order 1–F, Amendment 13, covering fresh fruits and vegetables in the Baltimore, Md., area, filed 9:57 a. m.

Maryland Order 3–F, covering fresh fruits and vegetables in Hagerstown, Md., area, filed 9:42 a. m.

REGION III

Columbus Order 1–W, Amendment 2, covering dry groceries in certain areas in Ohio, filed 9:46 a. m.

Detroit Order 11, Amendment 4, covering certain items of food at retail in designated counties of Michigan, filed 9:55 a. m.

REGION IV

Charlotte Order 2–F, Amendment 7, covering fresh fruits and vegetables in certain named counties of North Carolina, filed 9:54 a. m.

New Orleans Order 1–W, Amendment 1, covering dry groceries in certain parishes in Louisiana, filed 9:50 a. m.

New Orleans Order 2–W, Amendment 1, covering dry groceries in certain parishes in Louisiana, filed 9:44 a. m.

New Orleans Order G–22, Amendment 1, covering certain food items in the New Orleans area, filed 9:48 a. m.

New Orleans Order G–23, Amendment 3, covering certain food items in certain parishes in Louisiana, filed 9:45 a. m.

New Orleans Order G–24, Amendment 1, covering certain food items in certain parishes in Louisiana, filed 9:50 a. m.

New Orleans Order G–24, Amendment 2, covering certain food items in certain parishes in Louisiana, filed 9:45 a. m.

Richmond Order 4–F, Amendment 5, covering fresh fruits and vegetables in certain areas in Virginia, filed 9:54 a. m.

Richmond Order 4–F, Amendment 6, covering fresh fruits and vegetables in certain areas in Virginia, filed 9:55 a. m.

Richmond Order 5–F, Amendment 2, covering fresh fruits and vegetables in counties in Virginia, filed 9:55 a. m.

Richmond Order 5–F, Amendment 3, covering fresh fruits and vegetables in named counties in Virginia, filed 9:55 a. m.

REGION VI

La Crosse Order 1–F, Amendment 21, covering fresh fruits and vegetables in La Crosse, Wis., and Winona, Minn., filed 9:51 a. m.

La Crosse Order 1–F, Amendment 22, covering fresh fruits and vegetables in La Crosse, Wis., and Winona, Minn., filed 9:51 a. m.

La Crosse Order 3–F, Amendment 18, covering fresh fruits and vegetables in Eau Claire & Chippewa Falls, Wis., filed 9:50 a. m.

La Crosse Order 3–F, Amendment 17, covering fresh fruits and vegetables in Eau Claire and Chippewa Falls, Wis., filed 9:53 a. m.

La Crosse Order 4–F, Amendment 17, covering fresh fruits and vegetables in Sparta, Wis., filed 9:52 a. m.

La Crosse Order 4–F, Amendment 18, covering fresh fruits and vegetables in Sparta, Wis., filed 9:53 a. m.

La Crosse Order 5–F, Amendment 17, covering fresh fruits and vegetables in Rochester, Minn., filed 9:52 a. m.

La Crosse Order 5–F, Amendment 18, covering fresh fruits and vegetables in Rochester, Minn., filed 9:53 a. m.

North Platte Order 1–W, covering dry groceries in certain named counties in Nebraska, filed 9:47 a. m.

Twin Cities Order 1–F, Amendment 15, covering fresh fruits and vegetables in St. Paul, Minneapolis and adjoining Municipalities, filed 9:46 a. m.

REGION VII

New Mexico Order 6, Amendment 8, covering community food prices in McKinley County, N. Mex., filed 9:48 a. m.

New Mexico Order 7–W, covering the revocation of order 3–W. Filed 9:47 a. m.

New Mexico Order 9, Amendment 4, covering community food prices in certain counties in N. Mex., filed 9:56 a. m.

New Mexico Order 10, Amendment 4, covering community food prices in the Santa Fe area, filed 9:56 a. m.

New Mexico Order 11, Amendment 4, covering community food prices in the Taos and Rapanola area, filed 9:57 a. m.

REGION VIII

Los Angeles Order 1–F, Amendment 20, covering fresh fruits and vegetables in the Los Angeles Metropolitan area. Filed 9:44 a. m.

Spokane Order 13, Amendment 3, covering community food prices in certain areas of Spokane County, Washington. Filed 9:43 a. m.

Copies of any of these orders may be obtained from the OPA office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 44–10007; Filed, July 7, 1944; 11:35 a. m.]

WAR FOOD ADMINISTRATION.

MUKAMAL COMPANY

DESIGNATION OF QUALIFIED DISTRIBUTOR

Amendment to designation of qualified distributors pursuant to War Food Order No. 21, as amended.

The designation of qualified distributors of tea pursuant to War Food Order No. 21, as amended (8 F.R. 2077; 9 F.R. 4321, 4319), issued by the Director of Food Distribution on February 5, 1944 (9 F.R. 1561), as amended, is further amended by adding the following name and address to the list of persons designated therein as qualified distributors:

Mukamal Company, 120 Wall Street, New York, New York.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 6th day of July 1944.

LEE MARSHALL,
Director of Distribution.

[F. R. Doc. 44–10009; Filed, July 7, 1944; 11:56 a. m.]

Farm Security Administration.

GRAYSON COUNTY, TEX.

DESIGNATION OF LOCALITIES FOR LOANS

Designation of localities in county in which loans, pursuant to Title I of the Bankhead-Jones Farm Tenant Act, may be made.

In accordance with the rules and regulations promulgated by the Secretary of Agriculture on July 1, 1941, as extended by the War Food Administrator's delegation of authority issued November 3, 1943, loans made in the county mentioned herein, under Title I of the Bankhead-Jones Farm Tenant Act, may be made within the localities herein described and designated. The value of the average farm unit of thirty acres and more in each of these localities has been determined in accordance with the provisions of the said rules and regulations. A description of the localities and the determination of value for each follow:

REGION VIII

TEXAS

Grayson County:	
Locality I, Consisting of Precinct 1	$8,532
Locality II, Consisting of Precinct 2	4,300
Locality III, Consisting of Precinct 3	5,393
Locality IV, Consisting of Precinct 4	6,234
Locality V, Consisting of Precinct 5	5,938
Locality VI, Consisting of Precinct 6	5,026
Locality VII, Consisting of Precinct 7	3,811
Locality VIII, Consisting of Precinct 8	5,887

The purchase price limit previously established for the county above-mentioned is hereby cancelled.

Approved: July 6, 1944.

FRANK HANCOCK,
Administrator.

[F. R. Doc. 44–9980; Filed, July 7, 1944; 11:04 a. m.]

FEDERAL REGISTER

VOLUME 9 NUMBER 137

Washington, Tuesday, July 11, 1944

The President

EXECUTIVE ORDER 9453

PARTICIPATION BY THE UNITED STATES IN THE WORK OF THE UNITED NATIONS RELIEF AND REHABILITATION ADMINISTRATION

By virtue of the authority vested in me as President of the United States by the Constitution and statutes, and in order to facilitate the participation of the United States in the work of the United Nations Relief and Rehabilitation Administration, it is hereby ordered as follows:

1. Subject to such policies and directions as the President may from time to time prescribe, the Administrator of the Foreign Economic Administration is authorized and directed to exercise and perform, through any Executive department, independent establishment, or agency, all the functions and authority with respect to the expenditure of funds, and the provision of supplies and services related thereto, vested in the President by Public Law 267, approved March 28, 1944, and the United Nations Relief and Rehabilitation Administration Participation Appropriation Act, 1945.

2. Subject to the provisions of the Agreement for United Nations Relief and Rehabilitation Administration, concluded November 9, 1943, the United States representative on the Council of the United Nations Relief and Rehabilitation Administration, as named by the President, shall designate or arrange for the designation of United States alternates on the Council and of United States members and alternates on committees and subcommittees of the Council.

3. All activities of the United States Government pertaining to its participation and membership in the United Nations Relief and Rehabilitation Administration shall be carried on in conformity with the foreign policy of the United States as defined by the Secretary of State.

FRANKLIN D ROOSEVELT

THE WHITE HOUSE,
July 6, 1944.

[F. R. Doc. 44-10015; Filed, July 7, 1944; 2:37 p. m.]

Regulations

TITLE 6—AGRICULTURAL CREDIT

Chapter I—Farm Credit Administration

Subchapter D—Federal Intermediate Credit Banks

PART 40—GENERAL

DEFINITION OF AGRICULTURAL PURPOSE AND PAPER

Paragraph (d) of § 40.104, 6 C.F.R., is hereby amended to read as follows:

§ 40.104 *Definitions.* * * *

(d) *Agricultural purpose and agricultural paper.* The term "agricultural purpose," as used herein, shall be held to mean the purpose of carrying on agricultural production and marketing the products thereof, including the raising, breeding, fattening, or marketing of livestock, defraying expenses incident thereto, or paying an indebtedness arising therefrom. The term "agricultural paper" shall be held to mean notes or other obligations of farmers and stockmen, the proceeds of which have been advanced or used in the first instance for an agricultural purpose as herein defined, and the credit instruments executed in connection therewith.

(Sec. 2, 42 Stat. 1459, 12 U.S.C. 1101; E.O. 6084, March 27, 1933)

[SEAL] GEORGE M. BRENNAN,
Intermediate Credit Commissioner.

[F. R. Doc. 44-10022; Filed, July 7, 1944; 4:09 p. m.]

PART 41—ORGANIZATION AND INTERNAL AFFAIRS

CREDIT INFORMATION AND CANDIDATES FOR OFFICE OF DIRECTOR

Sections 41.207 and 41.210, Title 6, Code of Federal Regulations are hereby withdrawn.

[SEAL] GEORGE M. BRENNAN,
Intermediate Credit Commissioner.

[F. R. Doc. 44-10022; Filed, July 7, 1944; 4:10 p. m.]

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FEDERAL REGISTER

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Book 1: Titles 1–3 (Presidential documents) with tables and index.
Book 2: Titles 4–9, with index.
Book 3: Titles 10–17, with index.
Book 4: Titles 18–25, with index.
Book 5, Part 1: Title 26, Parts 2–178.

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PART 42—LOANS AND DISCOUNTS

EXAMINATIONS AND REPORTS OF BORROWING AND REDISCOUNTING ORGANIZATIONS

Section 42.302 Title 6, Code of Federal Regulations, is hereby amended to read as follows:

§ 42.302 *Examinations and reports of borrowing and rediscounting organizations.* Federal intermediate credit banks shall require, as a condition precedent to making loans to or discounting paper for any eligible organization (other than a production credit association or bank for cooperatives, organized under the Farm Credit Act of 1933) its agreement to furnish to the bank and/or the Farm Credit Administration and/or any Farm Credit examiner at any time upon call, a detailed statement of its financial condition in such form as may be prescribed; and its agreement to submit, at its own expense, to periodic examinations by examiners for the Federal intermediate credit bank, by national bank examiners and/or by Farm Credit examiners; *Provided, however,* That any bank, trust company, or savings institution operating under the supervision of State or national banking authorities, in lieu of such agreement, may submit its authorization to such supervising authority, in writing, to furnish the Federal intermediate credit bank and/or the Farm Credit Administration upon request any report of condition or examination, or other confidential information in the possession of such supervising authority.

(Sec. 2, 42 Stat. 1458, 1459, as amended; 12 U.S.C. 1091, 1101; E.O. 6084, March 27, 1933)

[SEAL] GEORGE M. BRENNAN,
Intermediate Credit Commissioner.

[F. R. Doc. 44–10024; Filed July 7, 1944; 4:10 p. m.]

PART 43—PRIVATELY CAPITALIZED FINANCING INSTITUTIONS

MISCELLANEOUS AMENDMENTS

Paragraph (a) of § 43.501, is hereby amended and, paragraph (e) of § 43.501, §§ 43.503, 43.504–1, and 43.504–2, Title 6, Code of Federal Regulations, are hereby added to read as follows:

§ 43.501 *Eligibility of institutions.* In order to be eligible to obtain credit from a Federal intermediate credit bank, a privately capitalized financing institution (other than a bank or a credit union) must meet the following requirements:

(a) *Incorporation and capitalization.* It must be incorporated with a paid-in and unimpaired capital commensurate with the volume of business it expects to handle and, in any event, not less than $10,000.

Ordinarily, such a corporation should have a minimum capital of $25,000 to enable it to handle a volume of business that will produce earnings sufficient to cover operating costs and establish reserves for possible losses.

* * * * *

(e) *Definition of capital and surplus.* Only that portion of a corporation's authorized and subscribed capital which has been paid for, and for which stock certificates are actually outstanding in the names of bona fide stockholders, plus such sums as have been definitely and regularly credited to surplus account and remain therein, may be regarded as capital and surplus for the purposes of this section. Undivided profits may not be treated as surplus, until actually set aside for that purpose; but such undivided profits and any reserves set up will, to the extent of the amount available, be recognized as an offset against losses or other items which otherwise might impair the corporation's capital or surplus.

§ 43.503 *General collateral requirements (financing institutions).* A financing institution (other than a commercial bank, or a bank for cooperatives organized under the Farm Credit Act of 1933) as a condition precedent to borrowing from or rediscounting with a Federal intermediate credit bank, is required to pledge as general collateral to any and all obligations to the bank, cash, United States Government securities, Federal Farm Mortgage Corporation bonds, Federal land bank bonds, Federal intermediate credit bank debentures, or other readily marketable securities of high rating, in an amount equal to a substantial portion of its capital. In the discretion of the Federal intermediate credit bank concerned, banking institutions also may be required (unless prohibited by law or by supervisory authority) to deposit general, acceptable collateral.

§ 43.504–1 *Substitution of direct obligations (financing institutions).* As an incident to the exercise of its specific powers, and as a step in the liquidation of paper discounted for or purchased from a privately-capitalized financing institution pursuant to the provisions of section 202 (a) (1) of the Federal Farm Loan Act, as amended (12 U.S.C. 1031), a Federal intermediate credit bank may accept from such financing institution, in substitution for any such paper which is overdue or otherwise in default, a direct promissory note of such institution secured by the pledge of bonds or other acceptable collateral.

§ 43.504–2 *Temporary advances to financing institutions.* Advances may be made to financing institutions, for temporary periods only, upon the basis of their direct notes secured by the pledge of bonds or other acceptable collateral, provided such advances are incident to the extension of credit by means of loans and discounts as contemplated by section 202 (a) (1) of the Act (12 U.S.C. 1031). Such advances shall be made only in cases where the bank finds that funds are required by the financing institution to enable it to close loans which are to be offered to the bank for discount or purchase, or as collateral for a loan or loans, pursuant to said section 202 (a) (1).

(Sec. 2, 42 Stat. 1455, 1459; 12 U.S.C. 1031, 1101; E.O. 6084, Mar. 27, 1933)

[SEAL] GEORGE M. BRENNAN,
Intermediate Credit Commissioner.

[F. R. Doc. 44–10025; Filed, July 7, 1944; 4:10 p. m.]

Chapter II—War Food Administration (Commodity Credit)

[1944 C.C.C. Rye Form 1, Barley Form 1, Grain Sorghums Form 1—Instructions, Amdt. 1]

PART 253—1944 RYE, BARLEY, AND GRAIN SORGHUMS LOANS

AREAS IN WHICH LOANS WILL BE MADE

Pursuant to the provisions of Title III, section 302 of the Agricultural Adjustment Act of 1938, as amended (52 Stat. 43; 7 U.S.C., 1940 ed., 1302), and the Act of February 28, 1944 (58 Stat. 124), Commodity Credit Corporation has authorized the making of loans and the purchase of eligible paper secured by 1944 rye, barley, or grain sorghums, stored on farms or in approved public grain warehouses, in accordance with the regulations in this part (1944 C.C.C. Rye Form 1, 1944 C.C.C. Barley Form 1, and 1944 C.C.C. Grain Sorghums Form 1—Instructions). Such regulations are hereby amended as follows:

Section 253.5 *Areas in which loans will be made* (9 F.R. 7247) is amended by adding the following counties to the counties listed for the State of Texas: Callahan, Coleman, Jones, Runnels, Shackelford, and Taylor.

Dated: June 17, 1944.

J. B. HUTSON,
President.

[F. R. Doc. 44–10026; Filed, July 7, 1944; 4:09 p. m.]

TITLE 7—AGRICULTURE

Chapter X—War Food Administration (Production Orders)

[WFO 9–11]

PART 1220—FEED

SET ASIDE REQUIREMENTS FOR PROCESSORS OF OILSEED FOR AUGUST 1944

Pursuant to the authority vested in me by War Food Order No. 9 (8 F.R. 16960, 9 F.R. 3475, 4319), issued on December 18, 1943, and to effectuate the purposes of such order pertaining to set aside requirements for oilseed meal produced by processors, and to secure an equitable distribution of such oilseed meal, it is hereby ordered, that:

§ 1220.14 *Set aside requirements for processors of oilseed for August 1944*—(a) *Amount to be set aside.* Each processor shall set aside at each processing plant operated by him 20 percent of his

production of cottonseed, soybean, linseed and peanut oil meal, cake or pellets (hereinafter called "oilseed meal"), during August 1944. The amount of production upon which the quantity of oilseed meal set aside is based shall not include any oilseed meal produced for the Commodity Credit Corporation under the provisions of contracts designated "CCC Soybean Form 106, 1943 Crop," and this order shall not apply to oilseed meal produced under such contracts.

(b) *Sale and delivery of oilseed meal set aside.* (1) Oilseed meal set aside pursuant to this order shall not be sold or delivered by any processor except to a buyer named in a Certificate of Designated Buyer issued by the Agricultural Conservation Committee for the State or county in which the buyer's farm or establishment is located or by the Chief of the Feed Management Branch, Office of Production, War Food Administration. The certificate shall be in substantially the following form:

CERTIFICATE OF DESIGNATED BUYER

---------- is authorized to purchase and accept delivery of----------(tons-pounds) of oilseed meal from amounts set aside by----------of----------
(Name of Processor) (Address of Processor)
----------, pursuant to the order of the Director of Food Production. (If, for any reason, delivery of oilseed meal cannot be made, this certificate shall be returned by the processor to the issuing Agricultural Conservation Committee with the reasons why delivery was not made.)

FOOD PRODUCTION ADMINISTRATION
Agricultural Conservation Committee of

(Address)
J. B. HUTSON,
Director,
By ----------
(Chairman)
Expiration Date ----------

(2) Agricultural Conservation Committees may commence issuing Certificates of Designated Buyers pursuant to this order during July 1944, and processors may commence delivery of oilseed meal pursuant to such certificates during July 1944. A processor shall be entitled to credit such deliveries made in July 1944 against the quantity of oilseed meal which he is required to set aside in August 1944, if he makes the report provided for in paragraph (d) (1) hereof.

(3) Shipment of any oilseed meal, set aside pursuant to this order must be made by a processor within twelve days of the receipt of any such certificate.

(4) The original and the processor's copy of appropriately executed certificates shall be sent by the person responsible for their issuance directly to the processor and a copy shall be sent to the designated buyer. The designated buyer and the processor shall arrange the details of transfer of materials designated on the certificate, using such intermediary parties as the processor may designate. The processor who delivers such oilseed meal pursuant to a certificate shall file such certificate as required under the provisions of paragraph (d) (2).

(5) No processor shall be required to honor a Certficate of Designated Buyer unless the designated buyer furnishes the processor or his agent, before midnight of August 15, 1944, with (i) shipping instructions, and, in the case of designated buyers other than feeders, (ii) the statement required by paragraph (h) of War Food Order No. 9. If a processor elects not to honor a Certificate of Designated Buyer under the provisions of this paragraph, he shall return such certificate to the issuing office and he may dispose of the oilseed meal covered by the certificate free from the restrictions of this order: *Provided, however,* That the provisions of this paragraph shall not apply to oilseed meal required to be set aside by this order which has not heretofore been reported to the Director.

(c) *Existing contracts.* If this order makes it impossible for a processor to fill all of his contracts for the delivery of oilseed meal, which are in existence on the date of the issuance of this order, he shall not, by reason of this order, refuse to make delivery of more than 20 percent of the oilseed meal covered by any such contract.

(d) *Processor's reports.*—(1) *Report of tonnage for July delivery for credit against August set aside.* If a processor wishes to make deliveries of oilseed meal pursuant to this order in July 1944 for credit against his set aside in August 1944, he must report to the Director in writing (or by telegraph) not later than July 25, 1944, the estimated tonnage of each kind of oilseed meal which will be available at each of his processing plants for delivery in July 1944 for such credit. Each processor may also submit such additional information as he deems pertinent to the allocation or distribution of oilseed meal to be set aside under this order.

(2) *Report of tonnage set aside and deliveries made.* Each processor subject to this order shall file a report with the Director on FPA Form 2 not later than September 10, 1944, for each plant operated by him. Certificates of Designated Buyers, pursuant to which oilseed meal has been delivered, shall be attached to and made a part of FPA Form 2.

(e) *Certificates issued by County Agricultural Conservation Committees.* No County Agricultural Conservation Committee shall issue Certificates of Designated Buyers unless authorized to do so by its State Agricultural Conservation Committee.

(f) *Release of oilseed meal set aside under prior orders.* Any processor who has on hand oilseed meal, which has been reported pursuant to any set aside order prior to War Food Order No. 9–10 [1] as set aside for sale and delivery to designated buyers and for which the processor has received no shipping instructions from the designated buyers prior to the issuance of this order, may sell and deliver such oilseed meal free from the restrictions of the order under which it was set aside.

(g) *Communications.* All reports required to be filed hereunder and all communications concerning this order, unless instructions to the contrary are issued, shall be addressed to the Director of Production, War Food Administration, Washington 25, D. C., Ref: WFO 9–11.

NOTE: The record keeping and reporting requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(54 Stat. 676, 55 Stat. 236, 56 Stat. 176; E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423, E.O. 9392, 8 F.R. 14783; WFO 9, 8 F.R. 16960, 9 F.R. 3475, 4319)

Issued this 10th day of July 1944.

J. B. HUTSON,
Director of Production.

[F. R. Doc. 44–10087; Filed, July 10, 1944; 11:09 a. m.]

[1] 9 F.R. 6295.

Chapter XI—War Food Administration (Distribution Orders)

[WFO 4–3, Termination]

PART 1450—TOBACCO

RESTRICTIONS ON 1943 CROP FLUE-CURED TOBACCO

War Food Order No. 4–3, 9 F.R. 4321, 4319 (formerly designated as Director Food Distribution Order No. 4–3, as issued by the Director of Food Distribution on August 13, 1943, 8 F.R. 11331), is hereby terminated.

This order shall become effective at 12:01 a. m., e. w. t., July 7, 1944. With respect to violations, rights accrued, liabilities incurred, or appeals taken under War Food Order No. 4–3, prior to the effective time hereof, all provisions of such order in effect prior to the effective time hereof shall be deemed to continue in full force and effect for the purpose of sustaining any proper action, suit, or other proceeding with respect to any such violation, right, liability, or appeal.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 4, 8 F.R. 335, 11331, 9 F.R. 4321, 4319)

Issued this 7th day of July 1944.

LEE MARSHALL,
Director of Distribution.

[F. R. Doc. 44–10010; Filed, July 7, 1944; 1:11 p. m.]

[WFO 94, Amdt. 3]

PART 1461—OILSEEDS

REMOVAL OF RESTRICTIONS FOR KANSAS AND OKLAHOMA

War Food Order No. 94, as amended (9 F. R. 2323, 4319, 5333, 6249), § 1461.1, is further amended by deleting (b) (1) and substituting in lieu thereof the following:

(1) No crusher or seed dealer shall, except as otherwise authorized by the Director, purchase or accept delivery of flaxseed of the 1943 crop in a total quantity which, together with his total existing supplies of flaxseed in the following areas, would be in excess of his requirements for (i) crushing at plants located in such areas during the period ending on the date set opposite such areas and (ii) seed deliveries from storage points located in such areas during such periods: Provided, that this restriction shall not apply to purchases or deliveries of flaxseed to crushers or seed dealers located in California, Oregon, Kansas, or Oklahoma.

Area:	*Period ends*
Iowa, Minnesota, and Texas	August 15, 1944
Illinois and Wisconsin	August 22, 1944
Ohio; and Erie County in New York	September 1, 1944

No flaxseed of the 1943 crop purchased or received by a crusher or seed dealer after the effective date of this order shall be used by him except for meeting such requirements or for sale to persons eligible under this order to purchase or accept delivery of such flaxseed. Unless otherwise authorized by the Director, no flaxseed shall be transferred from any of the above-specified areas to any place, except California, Oregon, Kansas, or Oklahoma, not included in one of such areas.

This order shall become effective at 12:01 a. m., e. w. t., July 7, 1944.

With respect to violations, rights accrued, liabilities incurred, or appeals taken under War Food Order No. 94, as amended, prior to the effective date hereof, all provisions of said War Food Order No. 94, as amended, in effect prior hereto, shall be deemed to remain in full force for the purpose of sustaining any proper suit, action, or other proceeding with respect to any such violation, right, liability, or appeal.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 9 F.R. 14783)

Issued this 6th day of July 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 44–10021; Filed, July 7, 1944; 4:09 p. m.]

TITLE 10—ARMY: WAR DEPARTMENT

Chapter I—Aid of Civil Authorities and Public Relations

PART 105—SAFEGUARDING TECHNICAL INFORMATION

SAFEGUARDING MILITARY INFORMATION

Section 105.3 is amended to read as follows:

§ 105.3 *Photographs or other reproductions of classified matter.* Photographs or other reproductions of classified features of military equipment or of other classified items will be made by members of the military service, by civilian employees of the War Department, or by civilians specifically authorized under appropriate directives to photograph or reproduce such classified matter, only when necessary in the conduct of their official duties, and if made, may be developed, printed or otherwise processed in commercial establishments that have established a specific procedure for handling classified films, prints, or other materials, which procedure has been approved by the Provost Marshal General. Such film, prints or other materials will not be retained in the possession of commercial establishments so utilized. The Provost Marshal General will maintain a list of all approved establishments. (R.S. 161; 5 U.S.C. 22) [AR 380–5, Par. 18, 15 March 1944 as amended by C1, 21 June 1944]

[SEAL] J. A. ULIO,
Major General,
The Adjutant General.

[F. R. Doc. 44–10034; Filed, July 8, 1944; 9:38 a. m.]

TITLE 17—COMMODITY AND SECURITIES EXCHANGES

Chapter II—Securities and Exchange Commission

PART 240—GENERAL RULES AND REGULATIONS, SECURITIES EXCHANGE ACT OF 1934

CURRENT REPORTS AND PROHIBITION OF TRADING

Amendment to rule relating to current reports to be filed and adoption of rule prohibiting trading during suspension of trading on a national securities exchange.

The Securities and Exchange Commission, deeming it necessary for the exercise of the functions vested in it and necessary and appropriate in the public interest and for the protection of investors so to do, pursuant to authority conferred upon it by the Securities Exchange Act of 1934, particularly sections 2, 13, 15 and 23 (a) thereof, hereby takes the following action:

I. Section 240.13A–6 (Rule X-13A–6) is amended by adding thereto the following new paragraph (e):

§ 240.13A–6 *Current reports.* * * *

(e) A current report shall be filed by the registrant whenever its board of directors (or persons performing similar functions) decide to declare a dividend or distribution to the holders of any class of securities of such registrant, either with or without consideration, partly or wholly in the form of (1) an asset other than cash, stock, or a warrant or right to subscribe to or purchase stock, or (2) anything evidencing a right to receive such an asset. Such current report shall be filed promptly by confirmed telegram sent not later than midnight of the same day. The telegram shall be filed with each exchange on which any security of the registrant is registered and with the Commission, and the confirmation shall be filed with each such exchange and in triplicate with the Commission. Both the telegram and the confirmation may be filed in any form and shall contain a full and accurate description of the contemplated dividend or distribution. Whenever the terms of such contemplated dividend are changed in any material respect prior to the actual declaration of the dividend or distribution, and in any event upon such actual declaration, a supplementary report shall be filed, in the same manner and within the same time, bringing up to date the information contained in the report or reports previously filed under this paragraph.

II. The following new § 240.15C2–2 (Rule X–15C2–2) is adopted:

§ 240.15C2–2 *Prohibition of trading during the suspension of trading on a national securities exchange.* The term "fraudulent, deceptive, or manipulative act or practice," as used in section 15 (c) (2) of the act, is hereby defined to include any act of any broker or dealer designed to effect with or for the account of a customer any transaction in, or to induce the purchase or sale by such customer of, any security during the period between (a) a public announcement by the Commission that it has suspended trading in such security on a national securities exchange pursuant to section 19 (a) (4) of the act in order to prevent fraudulent, deceptive, or manipulative acts or practices and (b) the expiration or lifting of such suspension.

(Sec. 2, 48 Stat. 881, 15 U.S.C. 78b; sec. 15, 52 Stat. 1075, 15 U.S.C. 78o; sec. 23, 48 Stat. 901; sec. 8, 49 Stat. 1379; 15 U.S.C. 78w) (Gen. Rules and Regs., Rule X-13A–6 and Rule X-15C2–2, effective July 7, 1944)

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 44–10065; Filed, July 8, 1944; 3:49 p. m.]

TITLE 26—INTERNAL REVENUE

Chapter I—Bureau of Internal Revenue

Subchapter A—Income and Excess-Profits Taxes

[T. D. 5388]

PART 30—REGULATIONS UNDER THE EXCESS PROFITS TAX ACT OF 1940

PART 35—EXCESS PROFITS TAX; TAXABLE YEARS BEGINNING AFTER DECEMBER 31, 1941

MISCELLANEOUS AMENDMENTS

Regulations 109 and 112 amended to conform to sections 121 (d) (6) and 121 (e), relating to technical amendment to section 718 (a) (6) (A) of the Internal Revenue Code, section 201, relating to taxable years to which amendments applicable, section 207, relating to strategic minerals, section 208 (d), (e), and (f), relating to exclusion from excess profits net income of nontaxable income of certain industries with depletable resources, and section 209, relating to exempt corporations, of the Revenue Act of 1943, and for other reasons.

In order to conform Regulations 109 (26 CFR Cum. Supp., Part 30) and Regulations 112 (26 CFR Cum. Supp., Part 35) to sections 121 (d) (6), 121 (e), 201, 207, 208 (d), (e), and (f), and 209 of the Revenue Act of 1943 (Public Law 235, 78th Congress) enacted February 25, 1944, and for other reasons, such regulations are amended as follows:

PARAGRAPH 1. There is inserted immediately preceding § 30.718–1 the following:

SEC. 121. REORGANIZATION OF CERTAIN INSOLVENT CORPORATIONS. (Revenue Act of 1943, Title I.)

* * * * *

(d) *Technical amendments.*

* * * * *

(6) Section 718 (a) (6) (A) is amended by striking out "112 (b) (3), (4), or (5), or so much of section 112 (c) (d), or (e) as refers to section 112 (b) (3), (4), or (5)" and inserting in lieu thereof "112 (b) (3), (4), (5), or (10), or so much of section 112 (c), (d), or (e) as refers to section 112 (b) (3), (4), (5), or (10)".

(e) *Effective date.* Provisions having the effect of the amendments made by * * * subsection (d) * * * (6), shall be deemed to be included in the revenue laws respectively applicable to taxable years beginning after December 31, 1933, but shall not affect any tax liability for any taxable year beginning prior to January 1, 1943. * * *

PAR. 2. Section 30.718–4 (b), as amended by Treasury Decision 5092, approved October 21, 1941, is further amended as follows:

(A) By striking out the phrase "section 112 (b) (3), (4), or (5), or so much of section 112 (c), (d), or (e) as refers to section 112 (d) (3), (4), or (5)" wherever it appears and inserting in lieu thereof "section 112 (b) (3), (4), (5), or (10), or so much of section 112 (c), (d), or (e) as refers to section 112 (b) (3), (4), (5), or (10)".

(B) By inserting immediately after the third sentence in that portion of the paragraph preceding the example the following new sentence: "The application of section 112 (b) (10), or so much of section 112 (c), (d), or (e) as refers to section 112 (b) (10), to an exchange involving the acquisition of equity invested capital shall not affect any tax liability for any taxable year beginning in 1940 or 1941."

PAR. 3. There is inserted immediately preceding § 30.727–1 the following:

SEC. 209. EXEMPT CORPORATIONS. (Revenue Act of 1943, Title II.)

(a) *Corporations subject to Title IV of the Civil Aeronautics Act of 1938.* Section 727 (h) (exempting certain corporations subject to Title IV of the Civil Aeronautics Act of 1938) is amended by adding at the end thereof the following new sentence: "Such exclusion from gross income for such year shall also be made in computing the unused excess profits credit adjustment for any other taxable year, but only for the purpose of determining whether the corporation is exempted by this subsection from the tax imposed by this chapter for such other taxable year."

(b) *Retroactive effect.* The amendment made by this section shall be effective as if it were a part of the Excess Profits Tax Act of 1940 on the date of the enactment of such Act.

PAR. 4. Section 30.727–1 (d) is amended to read as follows:

(d) A corporation which claims exemption under section 727 (h) shall attach to its income tax return for the taxable year for which exemption is claimed a statement showing for such taxable year (1) that it is subject to the provisions of Title IV of the Civil Aeronautics Act of 1938, (2) the amount of the compensation included in the gross income of the corporation as compensation received from the United States for the transportation of mail by aircraft, and (3) the computation and the amount of its gross income, net income, excess profits net income, excess profits credit, and adjusted excess profits net income, after excluding from its gross income the amount of such compensation received from the United States, including a separate computation of its unused excess profits credit adjustment for such year containing the information required by this subsection with respect to each taxable year entering into the computation of such unused excess profits credit adjustment.

PAR. 5. There is inserted immediately preceding § 35.711 (a)–1 the following:

SEC. 208. NONTAXABLE INCOME OF CERTAIN INDUSTRIES WITH DEPLETABLE RESOURCES. (Revenue Act of 1943, Title II.)

* * * * *

(d) *Excess profits credit computed under income credit.* Section 711 (a) (1) (I) (relating to nontaxable income of certain industries with depletable resources) is amended to read as follows:

(I) *Nontaxable income of certain industries with depletable resources.* In the case of a producer of minerals, or a producer of logs or lumber from a timber block, or a lessor of mineral property, or a timber block, as defined in section 735, there shall be excluded nontaxable income from exempt excess output of mines and timber blocks provided in section 735; in the case of a natural gas company, as defined in section 735, there shall be excluded nontaxable income from exempt excess output provided in section 735; and in the case of a producer of minerals, or a producer of logs or lumber from a timber block, there shall be excluded nontaxable bonus income provided in section 735. In respect of nontaxable bonus income provided in section 735 (c), a corporation described in section 735 (c) (2) shall be deemed a producer of minerals for the purposes of this subparagraph.

(e) *Excess profits credit computed under invested capital credit.* Section 711 (a) (2) (K) (relating to excess profits credit computed under invested capital credit) is amended to read as follows:

(K) *Nontaxable income of certain industries with depletable resources.* In the case of a producer of minerals, or a producer of logs or lumber from a timber block, or a lessor of mineral property, or a timber block, as defined in section 735, there shall be excluded nontaxable income from exempt excess output of mines and timber blocks provided in section 735; in the case of a natural gas company, as defined in section 735, there shall be excluded nontaxable income from exempt excess output provided in section 735; and in the case of a producer of minerals, or a producer of logs or lumber from a timber block, there shall be excluded nontaxable bonus income provided in section 735. In respect of nontaxable bonus income provided in section 735 (c), a corporation described in section 735 (c) (2) shall be deemed a producer of minerals for the purposes of this subparagraph.

(f) *Taxable years to which certain amendments applicable.* The amendments made by this section with respect to lessors of mineral properties which were in operation during the base period, and with respect to lessors of timber blocks, as defined without regard to the amendments made by this section, which were in operation during the base period, and with respect to natural gas companies, shall be applicable with respect to taxable years beginning after December 31, 1941.

SEC. 201. TAXABLE YEARS TO WHICH AMENDMENTS APPLICABLE. (Revenue Act of 1943, Title II.)

Except as otherwise expressly provided, the amendments made by this title shall be applicable only with respect to taxable years begining after December 31, 1943.

PAR. 6. Section 35.711 (a)–2, as amended by Treasury Decision 5361, approved April 20, 1944, is further amended by striking out the first sentence of the second paragraph immediately following the first example and inserting in lieu thereof the following:

For the exclusion of nontaxable income from exempt excess output of mines and timber blocks provided in section 735 in the case of a producer of minerals or a producer of logs or lumber from a timber block, or in the case of a lessor of a mineral property, a coal mining or iron mining property, or a timber block, as defined in section 735, for the exclusion of nontaxable income from exempt excess output provided in section 735 in the case of a natural gas company as defined in section 735, and for the exclusion of nontaxable bonus income provided in section 735 in the case of a producer of minerals or a producer of logs or lumber from a timber block as defined in section 735, see section 711 (a) (1) (I), as amended by Public Law 172 (78th Congress, 1st Session), approved October 26, 1943, and by section 208 (d) of the Revenue Act of 1943. The exclusion for nontaxable income from exempt excess output in the case of a producer of minerals from, or a lessor of, a coal mining or iron mining property which was not in operation during the base period as defined in section 735, and in the case of a producer of logs or lumber from, or a lessor of, a timber block which was not an operation unit existing as of December 31, 1941, or which was not in operation during the base period, shall be applicable only with respect to taxable years beginning after December 31, 1943. A lessor of a mineral property, a coal or iron mining property, or a timber block is not entitled to the benefit of the exclusion for nontaxable bonus income.

PAR. 7. Section 35.711 (a)–4 (a) is amended by striking out the last sentence and inserting in lieu thereof the following:

The tax under section 710 (a) (1) (B) for a taxable year of less than 12 months is determined on the basis of the actual normal tax and surtax for the taxable year, and on the basis of the corporation surtax net income for such year computed for the period for which the return was made without placing the net income on an annual basis and with the proper adjustments under that section with respect to such year.

PAR. 8. Section 35.711 (b)–1 is amended by changing that part designated as (2) of the first paragraph immediately following the first example to read as follows:

(2) If the excess profits tax taxable year begins on or after January 1, 1943,

the capital loss carry-over provided in section 117 (e) (1), as amended by the Revenue Act of 1942, shall be applicable to net capital losses for taxable years beginning after December 31, 1934, and for the purpose of determining such carry-over capital gains and losses shall be determined as if the provisions of section 23 (g) (2) and (k) (2) and section 117 of the Code, as amended by the Revenue Acts of 1942 and 1943 (not including section 117 (k) (1), were applicable to all such years, and if the excess profits tax taxable years begin on or after January 1, 1944, as if section 117 (k) (1) of the Code, as added by section 127 of the Revenue Act of 1943, were also applicable to all of such years.

PAR. 9. There is inserted immediately preceding § 35.718–1 the following:

SEC. 121. REORGANIZATION OF CERTAIN INSOLVENT CORPORATIONS. (Revenue Act of 1943, Title I.)

* * * * *

(d) *Technical amendments.*

* * * * *

(6) Section 718 (a) (6) (A) is amended by striking out "112 (b) (3), (4), or (5), or so much of section 112 (c), (d), or (e) as refers to section 112 (b) (3), (4), or (5)" and inserting in lieu thereof "112 (b) (3), (4), (5), or (10), or so much of section 112 (c), (d), or (e) as refers to section 112 (b) (3), (4), (5), or (10)".

(e) *Effective date.* Provisions having the effect of the amendments made by * * * subsection (d) * * * (6), shall be deemed to be included in the revenue laws respectively applicable to taxable years beginning after December 31, 1933, but shall not affect any tax liability for any taxable year beginning prior to January 1, 1943. * * *

PAR. 10. Section 35.718–4 (b) is amended as follows:

(A) By striking the phrase "section 112 (b) (3), (4), or (5), or so much of section 112 (c), (d), or (e) as refers to section 112 (b) (3), (4), or (5)" wherever it appears, and inserting in lieu thereof "section 112 (b) (3), (4), (5), or (10), or so much of section 112 (c), (d), or (e) as refers to section 112 (b) (3), (4), (5), or (10)".

(B) By inserting immediately following the third sentence of that portion of the paragraph preceding the example the following new sentence: "The application of section 112 (b) (10), or so much of section 112 (c), (d), or (e) as refers to section 112 (b) (10), to an exchange involving the acquisition of equity invested capital shall not affect any tax liability for any taxable year beginning prior to January 1, 1943."

PAR. 11. Section 35.721–4 is amended by changing that portion of the first paragraph immediately preceding and including the colon, which follows immediately after example (2) to read as follows:

For any taxable year for which the excess profits tax or the increase in excess profits tax is determined under section 721 (c), the excess profits tax, if computed pursuant to the provisions of section 710 (a) (1) (B), shall be an amount which when added to the normal tax and surtax for the year is equal to 80 percent of the corporation surtax net income for such year determined under section 15 or Supplement G of Chapter 1 (relating to insurance companies) and properly adjusted pursuant to the provisions of section 710 (a) (1) (B) which are applicable to such year. As to the adjustments to be made to corporation surtax net income pursuant to the provisions of section 710 (a) (1) (B), see § 35.710–4. For the purposes of the computation provided by section 710 (a) (1) (B) in case of a determination under section 721 (c), the normal tax and surtax, and the corporation surtax net income prior to adjustment, shall be computed as follows:

PAR. 12. Section 35.721–5 is amended as follows:

(A) By striking out the first two sentences of the second paragraph and inserting in lieu thereof the following:

The excess profits tax is determined as the lesser of the amounts computed under section 710 (a) (1) (A) and section 710 (a) (1) (B). Under section 710 (a) (1) (A), the tax for years beginning prior to January 1, 1944 is 90 percent of the adjusted excess profits net income, and for years beginning after December 31, 1943, is 95 percent of the adjusted excess profits net income. Under section 710 (a) (1) (B), the excess profits tax is an amount which when added to the normal tax and surtax for the year is equal to 80 percent of the corporation surtax net income for such year properly adjusted pursuant to the provisions of that section applicable to such year.

(B) By changing the third, fourth, and fifth sentences in the third paragraph to read as follows:

The excess profits tax for 1945 computed without the application of section 721 (d) (1) is $147,500. Under section 721 (d) (1), the excess profits tax is determined to be $119,000. If only $20,000, instead of $50,000, had been included as net abnormal income in the gross income for 1945, the excess profits tax for that year without the application of section 721 (d) (1) would be $119,000.

(C) By changing the first example following the fourth paragraph to read as follows:

Example. A taxpayer, on the calendar year basis, has net abnormal income for 1941, of which $10,000 is attributed to 1945, and net abnormal income for 1942, of which $20,000 is also attributed to 1945. The tax for 1945, before the application of section 721 (d) (1), is $95,000. The adjusted excess profits net income for 1945 is $100,000, and the gross income and other amounts necessary to determine this amount are such that a decrease in gross income (if such decrease is $100,000 or less) causes a decrease of an equal amount in adjusted excess profits net income. For the purpose of applying section 721 (d) (1) to 1945, computations under (a) and (b) are first made only with respect to the $10,000 attributed from 1941, and the $20,000 attributed from 1942 is not considered net abnormal income. Upon this computation, the tax under (a) is $95,000. The tax under (b) (1), determined by excluding $10,000 from gross income, is $85,000. Assuming that the amount determined under (b) (2) with respect to the $10,000 net abnormal income is $4,750, the excess profits tax would then be determined under (b) as $90,250, a lesser amount than the $95,000 computed under (a). The computations under (a) and (b) are then made with respect to the $20,000 attributed from 1942. For this purpose, the tax under (a) is considered to be the $90,250 amount computed with respect to the net abnormal income attributed from 1941. For the purposes of (b), the taxpayer is considered to have such gross income and other items of deductions and credits as would produce the tax of $90,250 determined with respect to the net abnormal income attributed from 1941. That is, the gross income is considered reduced by $5,000, the items of deductions and credits remaining the same, so that the adjusted excess profits net income is reduced to $95,000, on which amount the tax would be $90,250. The exclusion of $20,000 from that amount of gross income which would produce $95,000 adjusted excess profits net income would reduce such adjusted excess profits net income to $75,000, on which the tax is $71,250, and this $71,250 amount is considered the tax under (b) (1) determined by excluding the $20,000 from gross income. Assuming that the amount determined under (b) (2) with respect to the $20,000 net abnormal income is $18,000, then the tax finally determined under section 721 (d) (1) for the future taxable year would be $89,250, the sum of $71,250 and $18,000, which is a lesser amount than the $90,250 determined under (a).

PAR. 13. Section 35.722–2 (d) is amended to read as follows:

(d) *Normal output and normal unit profit in case of producers of minerals or timber, natural gas companies, and lessors of mines or timber blocks.* Nontaxable income from exempt excess output of mines or timber blocks or from natural gas properties determined under section 735 (relating to nontaxable income from certain mining and timber operations, and from natural gas properties) may be excluded under section 711 (a) (1) (I) from the excess profits net income of a taxpayer for which there is established under section 722 a constructive average base period net income. For the purposes of computing nontaxable income from exempt excess output under section 735 in such a case, there shall be determined with respect to each mineral property as defined in section 735 (a) (6), coal or iron mining property set forth in section 735 (b) (2) and defined in § 35.735–2 (1), or timber block as defined in section 735 (a) (8), in which an economic interest is owned by the taxpayer, and with respect to the natural gas property of the taxpayer as defined in section 735 (a) (5), a fair and just amount to be used as the normal output as defined in section 735 (a) (4). With respect to such mineral property or coal or iron mining property there shall also be determined a fair and just amount to be used as the normal unit profit as defined in section 735 (a) (9). However, no amounts representing a fair and just normal output or normal unit profit for such base period shall be established for any mineral property, coal or iron min-

ing property, timber block, or natural gas property unless the constructive average base period net income under section 722 is predicated in whole or in part upon normal earnings attributable directly to such mineral property, coal or iron mining property, timber block, or natural gas property, and unless such property or block satisfies the requirements of section 735 with respect to the taxable year for which the benefits of section 735 are claimed. A normal output and a normal unit profit may be established for a mineral property, coal or iron mining property, or timber block in which an economic interest is owned by the taxpayer, or for a natural gas property owned by the taxpayer, despite the fact that such taxpayer came into existence after December 31, 1939, if such property or block meets the requirements provided in the preceding sentence and if the relief determined with respect to such taxpayer under section 722 is predicated in whole or in part upon normal earnings attributable directly to such property or block.

PAR. 14. Section 35.722–5 (b) (26) (a) is amended to read as follows:

(a) Normal output during the base period, as defined in section 735 (a) (4),

PAR. 15. Section 35.726–1 (b) is amended by striking out that portion of the first paragraph immediately following the second sentence and inserting in lieu thereof the following:

The tentative tax under section 726 (b) (1), as is the case with respect to the tax computed under section 710, shall be the lesser of:

(1) An amount equal to 90 percent of the adjusted excess profits net income in the case of taxable years beginning prior to January 1, 1944, or 95 percent of the adjusted excess profits net income in the case of taxable years beginning after December 31, 1943 (section 710 (a) (1) (A)), or

(2) An amount which when added to the sum of the normal tax and surtax for the taxable year equals 80 percent of the corporation surtax net income computed under section 15 (a) and properly adjusted pursuant to the provisions of section 710 (a) (1) (B) applicable to the taxable year involved.

If the tentative tax is computed under section 710 (a) (1) (B) and clause (2) of the immediately preceding sentence, the normal tax and surtax for such purposes shall be the actual normal tax and surtax computed under Chapter 1 and shall be determined by using as the credit under section 26 (e), in computing normal tax net income and corporation surtax net income, the amount of which the tax computed under section 726 (b) pursuant to the provisions of section 710 (a) (1) (A) is 90 percent in the case of taxable years beginning prior to January 1, 1944, or 95 percent in the case of taxable years beginning after December 31, 1943. The corporation surtax net income for the purposes of section 710 (a) (1) (B) and clause (2) above, properly adjusted pursuant to the provisions of section 710 (a) (1) (B), shall be increased by the amount of any payments made, or to be made, to the United States Maritime Commission with respect to contracts or subcontracts subject to the provisions of section 505 (b). For the computation of tax under section 710 (a) (1) (B), see § 35.710–4 (a) and (c).

PAR. 16. There is inserted immediately preceding § 35.727–1 the following:

SEC. 209. EXEMPT CORPORATIONS. (Revenue Act of 1943, Title II.)

(a) *Corporations subject to Title IV of the Civil Aeronautics Act of 1938.* Section 727 (h) (exempting certain corporations subject to Title IV of the Civil Aeronautics Act of 1938) is amended by adding at the end thereof the following new sentence: "Such exclusion from gross income for such year shall also be made in computing the unused excess profits credit adjustment for any other taxable year, but only for the purpose of determining whether the corporation is exempted by this subsection from the tax imposed by this chapter for such other taxable year."

(b) *Retroactive effect.* The amendment made by this section shall be effective as if it were a part of the Excess Profits Tax Act of 1940 on the date of the enactment of such Act.

PAR. 17. Section 35.727–1 is amended as follows:

(A) Paragraph (d) is amended to read as follows:

(d) A corporation which claims exemption under section 727 (h) shall attach to its income tax return for the taxable year for which exemption is claimed a statement showing for such taxable year (1) that it is subject to the provisions of Title IV of the Civil Aeronautics Act of 1938, (2) the amount of the compensation included in the gross income of the corporation as compensation received from the United States for the transportation of mail by aircraft, and (3) the computation and the amount of its gross income, net income, excess profits net income, excess profits credit, and adjusted excess profits net income, after excluding from its gross income the amount of such compensation received from the United States, including a separate computation of its unused excess profits credit adjustment for such year containing the information required by this subsection with respect to each taxable year entering into the computation of such unused excess profits credit adjustment.

(B) The first paragraph of paragraph (e) is amended to read as follows:

(e) If any corporation described in subsection (e), (g), or (h) of section 727 is a member of an affiliated group of corporations filing consolidated returns under section 141, such corporation shall not be exempt under section 727 for such year.

PAR. 18. There is inserted immediately preceding § 35.731–1 the following:

SEC. 207. STRATEGIC MINERALS. (Revenue Act of 1943, Title II.)

(a) *In general.* Section 731 (relating to corporations engaged in mining certain strategic minerals) is amended by inserting after "tungsten," the following: "fluorspar, flake graphite, vermiculite,".

(b) *Taxable years to which applicable.* The amendment made by subsection (a) insofar as it relates to flake graphite shall be applicable with respect to taxable years beginning after December 31, 1942.

SEC. 201. TAXABLE YEARS TO WHICH AMENDMENTS APPLICABLE. (Revenue Act of 1943, Title II.)

Except as otherwise expressly provided, the amendments made by this title shall be applicable only with respect to taxable years beginning after December 31, 1943.

PAR. 19. Section 35.731–1 (a) is amended to read as follows:

(a) The portion of the adjusted excess profits net income of a domestic corporation engaged in mining within the United States the following minerals (all of which are hereinafter referred to as strategic minerals) and attributable to such mining shall be exempt from excess profits tax: antimony, chromite, manganese, nickel, platinum, quicksilver, sheet mica, tantalum, tin, tungsten, vanadium; flake graphite with respect to taxable years beginning after December 31, 1942; or fluorspar or vermiculite with respect to taxable years beginning after December 31, 1943. The excess profits tax on the remaining portion of such adjusted excess profits net income is an amount which bears the same ratio to the excess profits tax computed without regard to section 731 as such remaining portion bears to the entire adjusted excess profits net income. The excess profits tax shall be the lesser of:

(1) An amount equal to 90 percent of the adjusted excess profits net income in the case of taxable years beginning before January 1, 1944, or 95 percent of the adjusted excess profits net income in the case of taxable years beginning after December 31, 1943 (section 710 (a) (1) (A)), or

(2) An amount which when added to the sum of the normal tax and surtax for the taxable year equals 80 percent of the corporation surtax net income computed under section 15 (a) and properly adjusted pursuant to the provisions of section 710 (a) (1) (B) applicable to the taxable year involved. If the excess profits tax computed without regard to section 731 is determined under section 710 (a) (1) (B) and clause (2) of this paragraph, the normal tax and surtax for such purposes shall be determined by using as the credit under section 26 (e) in computing normal tax net income and corporation surtax net income, the amount of which the tax computed pursuant to sections 710 (a) (1) (A) and 731 upon the adjusted excess profits net income other than from mining strategic minerals is 90 percent in the case of taxable years beginning before January 1, 1944, or 95 percent in the case of taxable years beginning after December 31, 1943.

For the computation of the excess profits tax for taxable years beginning in 1943 and ending in 1944, see § 35.710–4 (b).

PAR. 20. Section 35.736 (a)–1 (b) (3) is amended by changing the third and fourth sentences to read as follows:

In computing the net debit amount of such accounts for the installment base period there shall be allowed as credits not only payments, trade-ins, and returns and allowances but also the amount of installment accounts receivable which have been allowed as a deduction under section 23 (k) of the Internal Revenue Code or a corresponding provision of a prior revenue law. With respect to the taxable year for which eligibility for relief under section 736 (a) and this section is being determined, in addition to the credits for payments, trade-ins, and returns and allowances, there shall be allowed as a credit the amount of installment accounts receivable which have been allowed as a deduction under section 23 (k) of the Internal Revenue Code.

PAR. 21. Section 35.736 (a)–3 is amended as follows:

(A) By changing the second sentence of the second paragraph to read as follows: "The deduction for bad debts under section 23 (k) shall be allowed only with respect to specific debts."

(B) By changing the fourth sentence of the second paragraph to read as follows:

Only those debts which are allowed as a deduction in the computation of net income for the purposes of the income tax under Chapter 1 for the taxable year shall be allowed in the determination of the bad debt deduction for excess profits tax purposes under section 736 (a).

(C) By striking out the last sentence of the sixth paragraph and inserting in lieu thereof the following:

For the purposes of determining the excess profits tax under section 710 (a) (1) (B) as an amount which when added to the normal tax and surtax for the taxable year equals 80 percent of the corporation surtax net income properly adjusted pursuant to the provisions of section 710 (a) (1) (B) applicable to such taxable year, the corporation surtax net income shall include income from installment sales computed upon the straight accrual basis described in this section, the credit for dividends received used in computing corporation surtax net income shall be limited to 85 percent of the net income which shall include income from installment sales computed upon such straight accrual basis, and the normal tax and surtax shall be the actual normal tax and surtax determined under Chapter 1.

PAR. 22. Section 35.736 (b)–3 is amended as follows:

(A) By changing the first sentence of the fourth paragraph of paragraph (a) thereof to read as follows:

The excess profits tax may be computed under section 710 (a) (1) (B) as an amount which when added to the normal tax and surtax computed under Chapter 1 for the taxable year equals 80 percent of the corporation surtax net income properly adjusted under the provisions of section 710 (a) (1) (B) applicable to such year.

(B) By changing the second sentence immediately following (i) of paragraph (c) to read as follows:

If the excess profits tax is computed pursuant to an election under section 736 (b), such income is the amount of which the excess profits tax computed under section 710 (a) (1) (A) is 90 percent in the case of taxable years beginning prior to January 1, 1944, or 95 percent in the case of taxable years beginning after December 31, 1943.

PAR. 23. The first paragraph of § 35.760–1 (b) (1) is amended by striking the word "and" at the end of subdivision (v), by renumbering as (vii) the subdivision designated as (vi), and by inserting immediately preceding the subdivision renumbered as (vii) the following:

(vi) The application of section 113 (a) (22) to property acquired in a taxable year beginning after December 31, 1933, in a reorganization of a corporation resulting from certain receivership and bankruptcy proceedings (in the case of excess profits tax taxable years beginning after December 31, 1942); and

PAR. 24. Section 35.761–1 (a) (2) is amended by changing that portion thereof immediately preceding the first complete sentence to read as follows:

(2) A provision of law is applicable prescribing the nonrecognition of gain or loss in whole or in part upon such receipt, including a provision of the regulations applicable to a consolidated income tax return or a consolidated excess profits tax return, but not including the provisions of section 112 (b) (7) of the Revenue Act of 1938 relating to certain complete liquidations occurring during December 1938, the provisions of section 112 (b) (7) of the Internal Revenue Code relating to certain complete liquidations occurring during some one calendar month in 1944, the provisions of section 112 (b) (9) relating to certain complete liquidations of railroad corporations, or the provisions of section 112 (b) (10) relating to reorganizations of corporations in certain receivership and bankruptcy proceedings.

(Sec. 62 I.R.C. (53 Stat. 32; 26 U.S.C. 62) as made applicable by sec. 729 (a), I.R.C. (54 Stat. 989; 26 U.S.C. 729 (a)), and secs. 121 (d) (6), 121 (e), 201, 207, 208 (d), (e), and (f), and 209, Revenue Act of 1943 (Pub. Law 235, 78th Cong.) enacted Feb. 25, 1944)

JOSEPH D. NUNAN, JR.,
Commissioner of Internal Revenue.

Approved: July 7, 1944.

JOHN L. SULLIVAN,
Acting Secretary of the Treasury.

[F. R. Doc. 44–10071; Filed, July 8, 1944; 4:45 p. m.]

TITLE 29—LABOR

Chapter VI—National War Labor Board

PART 803—GENERAL ORDERS

TERRITORIAL WAR LABOR BOARD FOR HAWAII

Correction

In F. R. Doc. 44–9839, appearing at page 7512 of the issue for Thursday, July 6, 1944, the section number at the beginning of the second paragraph should read "§ 803.36".

Chapter IX—War Food Administration (Agricultural Labor)

PART 1107—SPECIFIC WAGE CEILING REGULATIONS

WAGE RATES AND INSPECTION OF RECORDS

The specific wage ceiling regulations issued by the War Food Administrator on January 20, 1944 (9 F.R. 831) are hereby amended as follows:

1. The table of contents is amended by adding at the end the following: "1107.10 Inspection of records."

2. Section 1107.4 is amended to read as follows:

§ 1107.4 *Wage rates.* Notwithstanding the provisions of any contract or other commitment, no payments of wages, salaries, or other valuable consideration to agricultural labor described in any determination and public notice issued pursuant to this part shall be made in excess of the maximum rates set forth in any such determination and public no-

tice, or of an equivalent of such rates, without the approval of the War Food Administrator under the procedure provided for in these regulations: *Provided*, That if an employer was paying a particular employee doing the same type of work at a higher wage or salary rate between January 1, 1942 and September 15, 1942, such employer may pay such employee at the wage or salary rate paid during that period, but the burden of proving the facts so justifying payment at such higher rate shall be upon the employer.

3. Section 1107.9 is amended by deleting from the first sentence of paragraph (e) the following: "a preponderance of the" and by substituting for the deleted matter the word "substantial."

4. A new section is inserted after § 1107.9 as follows:

§ 1107.10 *Inspection of records.* Upon request of an authorized agent of the War Food Administrator, the Department of Agriculture, or a WFA Wage Board, any person, including an independent contractor, employing or paying agricultural labor performing services described in any specific wage ceiling regulation issued pursuant to these regulations, shall make available for inspection and audit by such authorized agent all employment and wage records kept by such person, such inspection and audit to be made at a place designated by such authorized agent, unless such person prefers to have the audit and inspection made at such person's place of business where such records are kept.

(56 Stat. 765, 50 U. S. C. Supp. II 961 et seq., as amended by Pub. Law 34, 78th Cong.; E.O. 9328, 8 F.R. 9681; regulations of Economic Stabilization Director, dated August 28, 1943, as amended, 8 F.R. 11960, 12139, 16702, 9 F.R. 6035)

Issued this 8th day of July 1944.

WILSON COWEN,
Assistant War Food Administrator.

[F. R. Doc. 44-10088; Filed, July 10, 1944; 11:09 a. m.]

TITLE 32—NATIONAL DEFENSE

Chapter VI—Selective Service System

[Amdt. 246, 2d Ed.]

PART 622—CLASSIFICATION

IDENTIFICATION OF CERTAIN REGISTRANTS

Pursuant to authority contained in the Selective Training and Service Act of 1940, as amended, Selective Service Regulations, Second Edition, are hereby amended in the following respect:

Amend § 622.83 to read as follows:

§ 622.83 *Identifying certain registrants in Class II–A, Class II–B, and Class II–C.* When a registrant who has been found to be disqualified for any military service or to be qualified for limited military service only is classified in Class II–A, Class II–B, or Class II–C, he shall be identified in all records by following his classification with the letter "(F)" if he has been found disqualified for any military service or with the letter "(L)" if he has been found to be qualified for limited military service only.

The foregoing amendment to the Selective Service Regulations shall be effective within the continental United States immediately upon the filing hereof with the Division of the Federal Register and shall be effective outside the continental limits of the United States on the 30th day after the date of filing hereof with the Division of the Federal Register.

LEWIS B. HERSHEY,
Director.

JULY 5, 1944.

[F. R. Doc. 44-10027; Filed, July 7, 1944; 4:30 p. m.]

Chapter IX—War Production Board

Subchapter A—General Provisions

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1, as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 903—DELEGATIONS OF AUTHORITY

[Directive 24, Interpretation 1]

HOUSING CONSTRUCTION COVERED BY THE SCHEDULES TO DIRECTIVE 24

The following interpretation is issued with respect to Directive 24:

Directive 24 describes the kind of action which the National Housing Agency and its constituent operating agencies (Federal Housing Administration, Federal Public Housing Authority, and Home Owners' Loan Corporation) can take with respect to housing construction. Schedules A and B to Directive 24 set forth what is meant by housing construction for this purpose. If the construction is covered by Directive 24, persons (other than government units) who want permission to build should make application to the Federal Housing Administration on Form WPB–2896. Local public housing authorities apply on Form WPB–2896 to the FPHA. If the construction is not covered by Directive 24, Order L–41 will explain how to get permission to do the building. Schedules A and B of Directive 24 merely tell what kind of construction is reviewed by the National Housing Agency. They do not define residential construction for any other purpose. For example, Conservation Order L–41 establishes a dollar limit of $200 for residential construction which may be performed without permission. Schedules A and B have no bearing on the meaning of residential construction in L–41 for the purpose of determining the necessity for permission.

(a) *Room count and floor area.* Jurisdiction over hotel construction is determined by the number of rooms as provided in paragraph (c) of Schedule A. In cases of remodeling or additions, this room count should be applied to the completed structure and not to the structure before the remodeling or addition is made. Jurisdiction over new construction of structures which are partly commercial and partly residential depends on the percentage of floor area devoted to each use under paragraph (a) (3) of Schedule B. In cases of remodeling and additions, a change in the percentage of floor area devoted to living accommodations is sometimes involved. In such cases the determination of jurisdiction should be made on the basis of the floor area being remodeled or added, and should not be made on the basis of the floor area of the whole structure as it will be after completion of the remodeling or additions (see also paragraph (e) (2) (ii) of this Interpretation). Furthermore, if the remodeling or addition is wholly commercial, paragraph (h) of Schedule A applies; and if it is wholly residential, paragraph (a) (4) of Schedule B applies.

(b) *Farm housing.* As provided in paragraph (a) of Schedule A, farm housing is not covered by Directive 24. Whether a project is farm housing or other residential construction is ordinarily determined by its location. A farm house is a structure built on the farm and used primarily for housing agricultural workers required in the operation of that farm. A farm is a place primarily used for raising crops, livestock, dairy products, poultry, etc., for the market. A suburban house with a victory garden is not a farm. Except in unusual cases a place of less than five acres will not be considered a farm. Housing built off a farm for the purpose of housing farm laborers would not be farm housing. Housing constructed on a farm for the purpose of housing nonfarm workers would likewise not be farm housing, since running the rooming house or apartment house would be a separate nonfarming enterprise.

(c) *Institutional housing.* As provided in paragraph (d) of Schedule A, institutional housing is not covered by Directive 24. Housing which is owned or operated by an institution (whether or not it is rented to the occupant) primarily for accommodating its personnel, is institutional housing. The term includes, for example, a house being built by a church for a parson, or housing owned or operated by a university for its professors or other employees.

(d) *Housing for petroleum operators.* (Paragraph (f) of Schedule A). Application shall be made to the Petroleum Administration for War under P–98–b for housing to be built on or immediately adjacent to a "lease" (land where petroleum resources are being explored, developed, or depleted), or on an oil pipe line in a remote area, either by the operator for occupancy by his employees or by an employee for his own occupancy. Applications must be filed under P–55–c for all other types of housing needed in the Petroleum industry, including housing for refineries and other plants, and for petroleum distribution outlets.

(e) *Commercial establishments.* In many cases commercial establishments and dwelling units are either part of the same structure or are separate buildings which are part of the same project. The general rule is that for a single project only one application need be filed. Paragraph (h) of Schedule A and paragraphs (a), (b) and (g) of Schedule B tell how to determine whether or not a project containing commercial establishments is essentially a housing project for which a WPB–2896 should be filed.

(1) *New project.* New construction in which more than 50% of the floor area of each structure provides dwelling accommodations is a housing project under paragraph (a) (3) of Schedule B. In addition separate commercial establishments to serve the housing project may be constructed under the housing authorization if they meet the conditions of paragraph (g) of Schedule B. One of the conditions set forth in subparagraph (1) states that the commercial establishments must be "an integral part of" the housing project. This means that the commercial establishments must be located at or adjacent to the site of the dwelling accommodations, must be owned by the owner of the dwelling accommodations and must be part of the project as approved or as amended, providing the amendment is made before the dwelling accommodations have been completed. The building of separate structures for commercial purposes as an addition to a completed residential project is not housing construction. (See paragraph (b) of Schedule B).

(2) *Existing structures.* If an existing structure is being altered by remodeling or making additions so that the building will, when complete, include dwelling accommodations and commercial establishments, the remodeling or addition is a housing project under the following conditions:

(i) When the proposed construction involves the creation of additional dwelling units only. It is a housing project whether or not most of the floor area of the structure after remodeling is for commercial use. (See paragraph (a) (4) of Schedule B). However, if the proposed construction involves only space to be used for commercial purposes the construction is not a housing project. (See paragraph (h) of Schedule A).

(ii) If the addition or remodeling is partly for residential purposes and partly for commercial purposes the construction is a housing project only if more than 50% of the floor area of the addition or of the part of the structure being remodeled is to be used for dwelling accommodations. (See paragraph (h) of Schedule A and paragraph (a) (3) of Schedule B).

(f) *Accommodations for transient workers.* Bunk houses and similar accommodations built by employers for transient workers such as train and engine crews who need living accommodations at division points and terminals during a lay-over period or for maintenance of way workers are housing construction covered by paragraph (a) (2) of Schedule B and not by paragraph (c) or (d) of Schedule A if the accommodations are intended for a fixed location. Trailers and other mobile housing units for transient workers are not housing construction and are covered by paragraph (e) of Schedule A.

(g) *Repair.* Preference ratings for maintenance and repair of houses are available under the provisions of CMP Reg. 5 or 9A, Order L–79, or other WPB Orders or Regulations. No applications for priorities assistance for maintenance and repair may be approved on Form WPB–2896 if other orders are adequate.

(1) CMP Reg. 9A provides repairmen with an allotment symbol and preference rating equivalent to the rating available under P–55–c for use in obtaining materials within the quantity limitations specified in the Regulation. However, if the applicant proposes to do his own work and cannot be considered as a person "in the business of making repairs", he is not entitled to use CMP Reg. 9A authorization.

(2) CMP Reg. 5 provides that a person managing property for profit may use an AA–5 rating to get materials for maintenance and repair.

(3) Order L–79 authorizes repairs and replacements for plumbing and heating equipment subject to certain limitations.

(4) CMP Regs. 4 and 9 authorize warehouses and retailers to sell limited quantities of steel in the controlled material form and copper wire on unrated orders.

The National Housing Agency may consider applications on Form WPB–2896 for priorities assistance for maintenance and repair where (i) none of the above orders and regulations are sufficient to provide the needed materials and (ii) the maintenance and repair relates to housing covered by Schedule B of Directive 24.

Issued this 8th day of July 1944.

S. W. ANDERSON,
Program Vice Chairman.

[F. R. Doc. 44-10069; Filed, July 8, 1944; 4:47 p. m.]

Subchapter B—Executive Vice-Chairman

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 1010—SUSPENSION ORDERS

[Suspension Order S–564]

ROSENBERG IRON & METAL CO.

Isadore Louis Rosenberg, doing business as Rosenberg Iron & Metal Co., at 2450 Harrison Street, San Francisco, California has engaged in the business of buying and selling iron and steel.

During the period from May 11, 1943, through November 1, 1943, Mr. Rosenberg placed orders purporting to be authorized controlled material orders for more than 600 tons of steel for which he had received no allotment of controlled materials. Such of these acts as took place after May 28, 1943, constituted violations of CMP Regulation No. 1. In placing these orders, he made false and misleading statements to his suppliers and to the War Production Board.

In or about October, 1943, and November, 1943, Mr. Rosenberg delivered approximately 176 tons of steel which he was not required or permitted to deliver under the provisions of CMP Regulation No. 4. This was a violation of CMP Regulation No. 4 and of General Preference Order M–21.

On or about November 22, 1943, Mr. Rosenberg made false statements concerning his transactions in steel to representatives of the War Production Board. Mr. Rosenberg was aware, or from his business experience should have been aware, of CMP Regulations 1 and 4, Priorities Regulation No. 1 and of Order M–21; his violation of CMP Regulations 1 and 4 and of Order M–21 must be deemed wilful. These violations have diverted critical materials to uses unauthorized by the War Production Board and have hampered and impeded the war effort of the United States. The false statements made by Mr. Rosenberg subject him to administrative action under the provisions of CMP Regulation 1 and of Priorities Regulation 1. In view of the foregoing, it is hereby ordered, that:

§ 1010.564 *Suspension Order No. S–564.* (a) Isadore Louis Rosenberg, doing business as Rosenberg Iron & Metal Co., individually or under any other name, his successors and assigns, shall not either independently or for the account of another directly or indirectly buy, sell, or otherwise deal in steel as defined in General Preference Order M–21, unless hereafter specifically authorized in writing by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve Isadore Louis Rosenberg, doing business as Rosenberg

Iron & Metal Co., individually or under any other name, his successors or assigns, from any restriction, prohibition, or provisions contained in any other order or regulation of the War Production Board except insofar as the same may be inconsistent with the provisions hereof.

(c) This order shall take effect on July 7, 1944, and shall continue in effect until December 31, 1944.

Issued this 27th day of June 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10030; Filed, July 7, 1944; 4:13 p. m.]

PART 944—REGULATIONS APPLICABLE TO THE OPERATION OF THE PRIORITIES SYSTEM

[Priorities Reg. 13, as Amended July 8, 1944]

§ 944.34 *Priorities Regulation 13*—(a) *Purpose of this regulation.* This regulation, in general, describes the rules under which materials may be sold by persons who are not in the regular business of selling such materials. While most sales of this kind will be sales of frozen, idle, or excess materials the regulation also covers any sale from inventory by such persons. For example, a person who has idle materials on hand because his business has been converted to war work, or because the business he used to carry on has been stopped or limited by War Production Board orders, or whose contract has been cancelled or changed, may sell off the idle or excess materials only under the rules in this regulation and, if he follows this regulation, he does not have to look at any other order or regulation except in a few cases which are described in paragraph (f) (2) below. This regulation also controls liquidation sales, bankruptcy sales, general auction sales, and other special sales, as defined in paragraph (b) (1).

(b) *Special definitions used in this regulation.* This regulation deals only with "special sales" of "industrial materials" or "finished products." As used in the regulation, those terms have the following meanings:

(1) "Special sale" means a sale of a material or product by a person who does not, in the regular course of his business, sell it in that form. For example, if a manufacturer sells the raw material he has bought to use in making his regular product, it is a special sale because selling raw material is not his regular business. Or, if a contractor has bought building materials and equipment to build a building and cannot finish it and sells them, that is a special sale because his business is building houses, not selling lumber and nails and lighting fixtures. Liquidation sales by trustees in bankruptcy, receivers and other kinds of liquidators (unless they are continuing to operate a business) and sales by general auctioneers are special sales as that type of person is not considered to be regularly in the business of selling any particular products.

(2) "Material" means any commodity, equipment, accessory, part, assembly, or product of any kind. It includes both "industrial materials" and "finished products."

(3) "Industrial materials" means the simple kinds of materials that finished products are made out of. It includes simple material forms like pipe, metal sheet and rod, wire, lumber, chemicals, nails, nuts and bolts. These are things that are bought for use in making something else, or are to be put together with other things to make a finished product.

(4) "Finished products" means completed articles which are ready for use just as they are and which do not need to be put together with something else before they can be used. It includes wrenches and hammers, assembled parts, replacement parts and products like tools, machinery, motors, valves, drums and fabricated industrial, agricultural or household equipment. Other examples of what it includes are clothing, furnishings, light bulbs, etc.

(5) "Used materials" means any industrial materials or finished products which have been put into actual use.

(6) Materials not covered by this regulation. There are three types of materials which are not covered by this regulation. They are the following:

(i) Scrap. This includes both scrap normally generated in production and other material which is sold as scrap. There are special orders covering certain types of scrap and except in those cases scrap may be sold to a scrap dealer.

(ii) Rationed products which are controlled by another government agency.

(iii) Foods for humans or animals, medicines, tobacco, oils and fats, petroleum and petroleum products including natural and liquefied petroleum gases.

(c) *Kinds of special sales which may be made.* If a person wants to make a "special sale" (as described above), the rules in this regulation apply and only these rules. There is no need to look at any other order or regulation, and these rules must be followed, no matter how the material was bought, and no matter what any other order or regulation provides. The only exceptions to this rule are stated in paragraphs (f) (2) and (3). The types of special sales which may be made are the following:

(1) *Materials not on Lists A or B.* (i) Industrial materials not on List A may be sold freely to anyone.

(ii) Finished products not on List B may be sold freely to any producer who makes such a product in the form in which the holder has it, or to a wholesaler whose regular business is selling that sort of a product either to industrial users or to other distributors for resale. They also may be sold to anyone else on a rating of AA-5 or higher. If a holder has a total of not more than $100.00 worth of the particular finished product he wants to sell, he may sell it freely to anyone. In deciding whether he has $100.00 worth, he must count all products of the same type and style. For example, all wrenches, or chairs or ash cans. This does not mean that a person may sell freely separate lots worth less than $100.00 if he has more than that amount. It only allows the sale if all he has of that product is worth $100.00 or less. A holder may also make a special sale of a finished product which is not on List B if he obtains permission from the War Production Board as explained below in paragraph (c) (2) (iii).

(2) *Materials on List A or List B.* If the material that the holder wants to sell is one of the industrial materials listed on List A or is a finished product appearing on List B, the following are the only kinds of sales that can be made.

(i) Sales may be made in accordance with List A or List B. Those lists have four columns showing classes of buyers who might want to buy materials. Opposite each material on the lists in each column is shown whether, and under what conditions, sales can be made to the class of buyer described in the heading of the column.

(ii) A holder may sell freely to one of the following Government corporations, or to anyone buying as agent for one of them: Commodity Credit Corporation, Defense Supplies Corporation, Metals Reserve Company or Rubber Reserve Company.

(iii) A holder may sell if he has been given permission by the War Production Board to make the particular sale. Form WPB-1161 (PD-470) should be used in applying for permission. It shows the information which is needed before permission can be given and it should be sent to the regional office of the War Production Board in the region where the material is located. Copies of this form can be obtained from district or regional offices of the War Production Board. If a note in List A or List B states that another form is to be used, application should be made on that form.

(iv) A holder may sell freely to anyone if he has a total of not more than $100 worth of the particular material to be sold, unless it is one of the few materials for which special rules and amounts are stated in Column 6 of List A or List B. In deciding whether the holder has $100 worth he must count all material of the same type and composition. For example, all zinc sheet or cattle hides, or all cotton duck, or all shovels or hammers. This paragraph does not mean that a person may sell freely lots worth less than $100 if he has more than that amount. It only allows the sales if all he has of that kind of material is worth $100 or less.

(v) If the material is copper, copper base alloy, aluminum or steel in a form described as a "controlled material" in CMP Regulation 1, the holder may sell it to a buyer who gives him an order bearing a CMP allotment symbol or number and this certification:

> The undersigned purchaser certifies that he is entitled under CMP regulations to place an authorized controlled material order for the above material.

Or the certification may be in the form set out in CMP Regulation 7 or in any other form which may be used in placing an authorized controlled material order. The buyer must charge material bought under this paragraph, against his CMP allotment account. If the material which the holder wants to sell is steel he may also sell it to steel warehouses, dealers or distributors on orders bearing the endorsements described in M-21-b-1 and M-21-b-2.

(vi) Special permission to sell controlled materials. The War Production Board may give special permission to sell idle or excess controlled materials for any use which is permitted under War Production Board orders or regulations either to a person who has no allotment or to a person who already has an allotment and an authorized production schedule under the Controlled Material Plan. This permission may be given only if the material has been reported to the War Production Board as idle or excess and if the material is iron, steel, aluminum, copper or copper base alloy in controlled material form. If this permission is given, the holder need not get from the buyer the certification provided in paragraph (c) (2) (v) above and if the buyer has an allotment he does not have to charge against his allotment account the amount of controlled materials bought under this special permission. In the case of copper and copper base alloy in controlled material form, the above permission may be given only if the buyer has a production schedule authorized under the Controlled Materials Plan and will use the material for the same purpose for which the production schedule was authorized. The seller may apply for this permission in person or by writing, wiring or telephoning, giving full details about the size, shape, analysis, specifications and quantity of the material and the purpose for which it will be used. Requests for such permission should be directed to the regional office of the War Production Board for the region in which the material is located or to the appropriate materials division.

(3) *Special orders.* If the War Production Board, by an order or in any other way, has ruled that all persons engaged in a particular business may sell or exchange materials between themselves, they can do so.

(4) *Used materials.* Used materials may be sold freely to anyone unless there is a notation in List A or List B restricting the sale of the particular used material which the holder wants to sell.

(d) *Transfers within a company.* If a person wants to transfer material from one of his plants or operating units to another one which normally purchases separately, the transfer is considered equivalent to a sale and he may make it only under the same conditions as he could make a special sale under this regulation. In any other case where a person who has obtained material with priorities assistance wants to use it for another purpose, he should refer to § 944.11 of Priorities Regulation 1 or (in the case of controlled materials or Class A products obtained with an allotment) to paragraph (u) of CMP Regulation 1.

(e) *Replacing material sold.* If a person sells material under this regulation to someone who gives him a priority rating or a CMP allotment symbol or number, the seller cannot use this rating or allotment to replace the material he has sold. The effect of this rating or symbol or number stops when the seller receives it.

(f) *Sales covered by this regulation.* (1) This regulation applies only to "special sales" (as described in paragraph (b) (1)) and if the holder is regularly engaged in selling a material a sale of it by him is not a special sale and he is governed by all orders and regulations of the War Production Board which apply to the material he is selling.

(2) Provisions in any orders or regulations issued before July 1, 1944 which say that this regulation does not apply may be disregarded, except for Order U-1 affecting utilities, WPB Directive 16, which provides special rules for aircraft inventory transfers, and Order P-98-c, which applies to special sales in the petroleum industry. To find the rules for making a special sale there is no need to refer to any order or regulation other than Priorities Regulation 13, outside of the three exceptions stated. However, if another order or regulation issued after July 1, 1944 expressly mentions Priorities Regulation 13 and says that this regulation does not apply to a particular type of sale, then that order or regulation takes the place of this regulation.

(3) If any seller is allowed to make a sale under this regulation, the buyer is permitted to buy and accept delivery, except that:

(i) The buyer may not violate any regulation or order controlling the quantity of material which he may have or buy or receive or the amount of any product he may make or the use that he may make of any particular material. All the prohibitions in orders against the use of materials for particular purposes remain in effect.

(ii) If any order or regulation provides that a buyer of material must make any report or furnish any information either to the War Production Board or to the seller, this regulation does not excuse him from these requirements.

(iii) If any holder of material knows that a person who wants to buy it will use it for a prohibited purpose or would have more of it than he is permitted to have, the sale cannot be made.

(g) *Records.* Any person making a sale under this regulation must keep sufficient records so that he can show that the sale was permitted under this regulation.

(h) *Listing materials with the War Production Board.* If anyone has any excess, idle or frozen material that he wants to sell, he should report it to his nearest War Production Board office giving full details about its size, shape, analysis, specifications and quantity, and they will try to help him.

(i) *Letters and questions.* Any letters or questions about this regulation should be sent either to the Redistribution Division of the War Production Board in Washington, marked "Ref: P.R. 13", or to any of the field offices of the War Production Board.

(j) *Revisions of Lists A and B.* Lists A and B attached to this regulation will be revised from time to time. A person wishing to sell material under this regulation should be sure that he has the list which is in effect at the time of the sale. Copies may be obtained from any field office of the War Production Board.

Issued this 8th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

LISTS A AND B

NOTE: Lists A and B amended July 8, 1944.

Explanation of Lists A and B: Column (1) of List A lists the industrial materials (as defined in paragraph (b) (3) that are restricted under the regulation. This shows in some instances the class or group of materials and does not always list all the trade names and related materials.

Column (1) of List B lists the finished products to which the general sales rules in paragraph (c) (1) (ii) do not apply because the finished product is either more or less restricted than the general rule.

Columns (2), (3), (4) and (5) each apply to a type of possible buyer. Opposite each material in each column is shown the conditions under which a special sale of the particular material may be made to the person described in the heading of the column.

Column (2) applies to persons who make or produce material in the form in which the holder bought it. This includes non-integrated producers. If the holder bought copper wire, column (2) refers to a wire mill, which makes copper wire. If he bought a machine tool, it refers to a company which makes that kind of a product.

Column (3) refers to persons who are permitted to buy and use the material for production, construction, maintenance, repair or operating supplies or for capital expansion or replacement.

Column (4) refers to persons who buy new, rejected or second grade materials and who rework them. This includes persons who change the form of the material by redrawing, rerolling, etc., except that it does not include controlled material producers.

Column (5) refers to persons who are wholesale dealers in the material the holder has like a wholesaler in chemicals or textiles. A wholesaler means anyone whose regular business consists in whole or in part of the sale from stock or inventory of the particular materials or products to other persons for the purpose of resale, or for fabrication or assembly into other products. It also includes persons who recondition or rebuild equipment and machinery for resale to industrial users. Such a person is not, however, relieved from compliance with any orders or regulations of the War Production Board which control the distribution of the material by him.

Column (6) contains notes which should be read whenever a star (*) or note shows on the list.

If the list shows "no," it means that the holder cannot sell to the class of person mentioned in the column head without special permission of the War Production Board except when a note in column (6) allows certain kinds of sales. Paragraph (c) (2) (iii) of the regulation tells how to get permission.

If the list shows "PR" followed by a letter and number, like "PR AA-5," it means that the holder can sell to anyone who gives him an AA-5 priority rating for the sale, or a higher rating.

If the list shows "W. O. P.," it means the holder can sell to the person at the head of the column without any priority rating or allocation or allotment being necessary.

If the list shows "X," it means that there are no persons who fall in the description at the top of the column so far as that particular material is concerned.

LIST A—CLASSES OF BUYERS TO WHOM SPECIAL SALES OF INDUSTRIAL MATERIALS MAY BE MADE IN ACCORDANCE WITH THIS LIST, SUBJECT TO PARAGRAPH (f) (2) AND (3) OF THIS REGULATION

This list refers only to new industrial material unless used industrial material is specifically mentioned. Industrial material not on this list may be sold freely to anyone.

Industrial material	Persons who produce material in the form in which the holder bought it	Users permitted to buy and use under existing WPB orders	Reprocessors who are permitted to buy	Wholesale dealers who sell the material in the form held by holder	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
PART I—METALS AND METALLIC ORES					
Alumina	W. O. P.	W. O. P.*	X	W. O. P.	*Only for the manufacture of aluminum or abrasives.
Aluminum (new and used):					
In controlled material form	W. O. P.	No.*	W. O. P.**	W. O. P.	*Only to fill orders under paragraphs (c) (2) (v) and (vi) of the regulation. **Only to approved reprocessors. Lists available at WPB offices.
Not in controlled material form	W. O. P.	W. O. P.	W. O. P.**	W. O. P.	
Antimony:					
Antimony*	W. O. P.	W. O. P.	W. O. P.	W. O. P.	*Includes ores and concentrates, metal, liquated antimony and any alloy containing 50% or more of antimony by weight.
Chemicals (see Chemicals).					
Antimonial lead (see Lead).					
Babbitt (see Tin).					
Banxite	W. O. P.	W. O. P.*	X	X	*Only for the manufacture of alumina or abrasives.
Beryllium*	W. O. P.	No	No	W. O. P.	* Includes ores, concentrates, and metal beryllium.
Bismuth	W. O. P.	No	No	W. O. P.	
Brass (see Copper).					
Brass mill and wire mill products (see Copper).					
Bronze (see Copper).					
Cadmium:					
Cadmium* (new and used)	W. O. P.	No	W. O. P.	W. O. P.**	*Includes metallic cadmium in all forms, residues, dross and other cadmium bearing material. **Includes laboratory supply houses to the extent they are engaged in buying and selling cadmium in any form to laboratories.
Chemicals (see Chemicals)					
Chromium:					
Metallic chromium	No	No	X	No	
Low carbon ferro-chromium 2.00 carbon and under.	W. O. P.	W. O. P.	X	W. O. P.	
Copper:					
In controlled material form (new and used)*:					*A holder may sell freely to anyone, any item of copper or copper base alloy material if the total amount of that item held by him (determined as provided in para. (c) (2) (iv) of this regulation) does not exceed $25.00 in value. "Item" means any sheet, wire, rod, tube or cable made from copper or copper base alloy which is different from all other items of that form, by reason of one or more differences of its specifications such as size, shape, gauge, thickness, alloy, or insulation. Differences in temper or length do not differentiate items. **Only to fill orders under para. (c) (2) (v) and (vi) of the regulation. ***Only to persons permitted to accept delivery pursuant to Copper Order M-9. ****Only to persons having specific authorization to buy.
Brass mill products	W. O. P.	No**	No***	No****	
Copper wire mill products (bare and insulated).	W. O. P.	No**	No***	No****	
Foundry copper or copper base alloy products.	X	No**	X	X	
Not in controlled material form (new and used):					
Copper raw materials (Ref. shapes & Cu. and Cu. base alloy ingots).	No***	No***	X	No***	
Semi-fabricated or fabricated unassembled parts or products, etc. (including bolts, nuts, screws, rivets, washers, studs, and pins (such as cotter, clevis, brake, knuckle and taper)).	W. O. P.	PR-AA5	PR-AA5	PR-AA5	
Corundum (see Part III).					
Cryolite	No	No	No	No	
Electrical resistance material*	W. O. P.	PR-AA5	PR-AA5	W. O. P.	* Material in form of ribbon or wire in which nickel or chromium or both are used to create electrical resistance for development of heat.
Ferroalloys* (other than ferrocolumbium).					* May be sold as provided for principal non-ferrous element.
Ferrocolumbium*	W. O. P.	W. O. P.**	X	X	* Includes any alloy containing 45% or more of columbium. ** 500 lbs. or less may be sold to any one buyer in any month.
Inconel (see Nickel).					
Iridium	W. O. P.	No	No	No	
Iron:					
Alloy iron castings*	W. O. P.	W. O. P.	W. O. P.	X	*Does not include materials commonly known as "ferro-alloys."
Cast iron products	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Malleable iron castings	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Pig iron	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Wrought iron (see steel).					
Lead:					
Lead	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Antimonial lead	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Lead foil	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Lithium:					
Lithium ore	W. O. P.	No	No	No	
Lithium chemicals (see Chemicals).					
Magnesium and magnesium products*	W. O. P.	W. O. P.	W. O. P.**	No	*Includes castings, extrusions, sheet, strip, plate, orgings and powder. **Only to approved reprocessors. Lists available at WPB offices.
Molybdenum wire products*	W. O. P.	W. O. P.	W. O. P.	W. O. P.	*Includes hydrogen reduced powder.
Monel (see Nickel).					
Nickel (new and used):					
Nickel pig, ingot, cathode, pellet, shot and anode.	W. O. P.	No	No	W. O. P.	
Other nickel* (including monel and inconel).	W. O. P.	PR-AA5	PR-AA5	W. O. P.	*Includes any other alloyed or unalloyed metallic nickel, ferro-nickel, matte and materials from which nickel is commercially recoverable.
Chemicals (see Chemicals)					
Osmium	W. O. P.	W. O. P.*	W. O. P.	W. O. P.	*Can be used only in implements of war
Platinum:					
Platinum	W. O. P.	W. O. P.*	W. O. P.	W. O. P.	*Cannot be used for jewelry.
Chemicals (see Chemicals).					

LIST A—CLASSES OF BUYERS TO WHOM SPECIAL SALES OF INDUSTRIAL MATERIALS MAY BE MADE IN ACCORDANCE WITH THIS LIST, SUBJECT TO PARAGRAPH (f) (2) AND (3) OF THIS REGULATION—Continued

Industrial material	Persons who produce material in the form in which the holder bought it	Users permitted to buy and use under existing WPB orders	Reprocessors who are permitted to buy	Wholesale dealers who sell the material in the form held by holder	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
Rhodium:					
Rhodium	W. O. P.	W. O. P.*	W. O. P.	W. O. P.	*Cannot be used for jewelry.
Chemicals (see Chemicals).					
Silver:					
Foreign silver	W. O. P.	No	W. O. P.	W. O. P.	
Domestic silver	W. O. P.	No	W. O. P.	W. O. P.	*Certification required (see Sch. II, M-43).
Treasury silver	W. O. P.	No	W. O. P.	W. O. P.	
Solder*	W. O. P.	W. O. P.	W. O. P.	W. O. P.	*Pursuant to paras. (c) (2) (iv), a holder may sell freely to anyone any item of iron or steel if the total amount of that item held by him does not exceed $50.00 in value. "Item" means steel or iron which is identical in form, shape, rolling treatment, (hot rolled or cold finished) chemistry, specifications, finish and size.
Steel, alloy and carbon (including wrought iron)*:					
In controlled material form:					
Alloy steel castings	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Axles (railway)	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Rails and track accessories (rail joints, tie plates, track spikes, and track bolts).	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Sheet piling	W. O. P.	W. O. P.	X	No**	**Only to fill orders under para. (c) (2) (v) and (vi) of the regulation.
Tin plate, terne plate, and tin mill black plate	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Tires	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Wheels	W. O. P.	No**	No**	No**	*See CMP Reg. 1 for list of controlled material forms.
All other controlled material forms of steel (including wrought iron).*	W. O. P.				***Also includes nonintegrated steel producers who further process steel.
Not in controlled material form:					
Bolts, nuts, screws, rivets, washers, studs, and pins (such as cotter, clevis, brake, knuckle, and taper).	W. O. P.	W. O. P.	X	W. O. P.	
Cotton bale ties	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Forgings	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Track materials:					
Frogs, switches, crossings, switch stands, guard rails, guard rail clamps, rail braces, rail anchors, gauge rods, clip bolts, rail clips and nut locks	W.O.P.	W.O.P.	W.O.P.	W.O.P.	
Steel, other	W.O.P.	PR-AA5	PR-AA5	PR-AA5	
Wrought iron	W.O.P.	W. O. P.	W.O.P.	W.O.P.	
Tantalum*	No	No	X	No	*Includes ores, ferro-tantalum, concentrates and materials containing commercially recoverable tantalum.
Tin:					
Tin	No	No	No	No	
Babbitt (*containing maximum 12% tin*).	W. O. P.	W. O. P.	W. O. P.	W. O. P.	*Certification required (see Sch. III, M-43).
Babbitt or other high tin alloys (containing more than 12% tin)*.	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Tin solder (see Solder).					
Tin bearing alloys	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Foil	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Tungsten wire products*	W. O. P.	W. O. P.	W. O. P.	W. O. P.	*Includes hydrogen reduced powder.
Uranium*	W. O. P.	No	W. O. P.	W. O. P.	*Includes metal, crude ores, residues, matte and any alloy or mixture containing 1/10 of 1% or more uranium by weight.
Vanadium*	W. O. P.	W. O. P.	W. O. P.	W. O. P.	*Includes ores, concentrates, metal, ferro-vanadium, and material containing commercially recoverable vanadium.
Welding rods and electrodes	W. O. P.	PR AA-5	X	W. O. P.	
Wrought iron (see steel).					
Zinc:					
Zinc	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Chemicals (see Chemicals).					
Dust	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Zippers (see slide fasteners).					
PART II—CHEMICALS					
Chemicals listed herein when sold under trade names may be sold as provided for the particular chemical.					
Acetaldehyde	W. O. P.	No*	W. O. P.	W. O. P.	*1950 lbs. Mo.[1]
Acetate, vinyl (and polymers of)	W. O. P.	No*	X	No	*25 lbs. Mo.[1]
Acetic anhydride**	W. O. P.	No*	X	W. O. P.	*1,920 lbs. Mo.[1] **Also called ethanoic anhydride, acetyl oxide and acetic oxide.
Acetone	W. O. P.	No*	X	W. O. P.	*5 drums Mo.[1]
Acids:					
Acetic	W. O. P.	No*	X	W. O. P.	*2,250 lbs. Mo.[1]
Adipic**	W. O. P.	No*	X	W. O. P.	*10 lbs. Mo.[1] ** Includes all derivatives except "Nylon."
Anhydrous hydrofluoric	W. O. P.	W. O. P*	X	W. O. P.	*See footnote (2) (5 tons Mo.)
Arsenious**	W. O. P.	W. O. P.	W. O. P.	W. O. P.	**Also called arsenic trioxide and white arsenic.
Citric	W. O. P.	W. O. P.	X	W. O. P.	*See footnote (2) (440 lbs. Qr.)
Maleic	W. O. P.	No*	X	W. O. P.	*200 lbs. Mo.[1]
Naphthenic	W. O. P.	No*	X	W. O. P.	*50 lbs. Mo.[1]
Nicotinic acid	W. O. P.	W. O. P*	X	W. O. P.	*See footnote (2) (1 kilogram Mo.)
Sulfuric	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Phosphoric	W. O. P.	No*	X	W. O. P.	*5 tons Mo.[1]
Acrylic Monomers and Acrylic Resins:					
Cast sheet—Std. sizes	W. O. P.	No*	X	W. O. P.	*W. O. P. if sold to aircraft mfr., or 50 sq. ft. Mo.[1] to anyone.
Cash sheet—Odd sizes	W. O. P.	W. O. P.	X	W. O. P.	
Molding sheet	W. O. P.	W. O. P*	X	W. O. P.	*See footnote (2) (50 sq. feet Mo.)
Molding powder	W. O. P.	W. O. P*	X	W. O. P.	*See footnote (2) (100 lbs. Mo.)
Cast shapes	W. O. P.	W. O. P*	X	W. O. P.	*See footnote (2) (50 lbs. Mo.)
Tube	W. O. P.	W. O. P*	X	W. O. P.	*See footnote (2) (25 lbs. Mo.)
Rod	W. O. P.	W. O. P*	X	W. O. P.	*See footnote (2) (25 lbs. Mo.)
Solution	W. O. P.	W. O. P*	X	W. O. P.	*See footnote (2) (400 lbs. Mo.)
Emulsion	W. O. P.	W. O. P*	X	W. O. P.	*See footnote (2) (400 lbs. Mo.)
Monomer	W. O. P.	W. O. P.	X	W. O. P.	*See footnote (2) (10 gals. Mo.)
Granular polymers	W. O. P.	W. O. P*	X	W. O. P.	*See footnote (2) (100 lbs. Mo.)

See footnotes at end of table.

LIST A—CLASSES OF BUYERS TO WHOM SPECIAL SALES OF INDUSTRIAL MATERIALS MAY BE MADE IN ACCORDANCE WITH THIS LIST, SUBJECT TO PARAGRAPH (f) (2) AND (3) OF THIS REGULATION—Continued

Industrial material (1)	Persons who produce material in the form in which the holder bought it (2)	Users permitted to buy and use under existing WPB orders (3)	Reprocessors who are permitted to buy (4)	Wholesale dealers who sell the material in the form held by holder (5)	Remarks (6)
Acrylonitrile**	W. O. P.	No.*	X	W. O. P.	**Also called vinyl cyanide.
Agar	W. O. P.	W. O. P.	X	W. O. P.	
Alcohols:					
Butyl**	W. O. P.	No*	X	W. O. P.	*54 gals. Mo.[1] **Includes Isobutyl, secondary butyl, and tertiary butyl.
Capryl**	W. O. P.	No*	X	W. O. P.	*70 lbs. Mo.[1] **Also called methyl hexyl carbinol or 2-Octanol.
Ethyl	W. O. P.	No.	X	W. O. P.	
Hexahydric Alcohols:					
d-Sorbitol	W. O. P.	No*	X	W. O. P.	*50 lbs. Mo.[1]
Technical grade d-Sorbitol	W. O. P.	No*	X	W. O. P.	*90 lbs. Mo.[1]
Commercial grade	W. O. P.	No*	X	W. O. P.	*500 lbs. Mo.[1]
Mannitol-crystalline	W. O. P.	No*	X	W. O. P.	*280 gals. Mo.[1]
Higher Aliphatic Alcohols:					
Normal octanol	W. O. P.	No*	X	W. O. P.	*50 lbs. Mo.[1]
Normal decanol	W. O. P.	No*	X	W. O. P.	*50 lbs. Mo.[1]
Lauryl alcohol	W. O. P.	No*	X	W. O. P.	*360 lbs. Mo.[1]
Mixed aliphatic alcohols	W. O. P.	No*	X	W. O. P.	*50 lbs. Mo.[1]
2-ethyl hexanol	W. O. P.	No*	X	W. O. P.	*370 lbs. Mo.[1]
Isopropyl	W. O. P.	W. O. P.*	X	W. O. P.	*See footnote (2) (270 gals. Mo.)
Methyl (methanol)	W. O. P.	No*	X	W. O. P.	*240 gals. Mo.[1]
Alcohols, denaturants:					
Acetaldol	W. O. P.	No*	X	W. O. P.	*54 gals. Mo.[1]
Dehydrol	W. O. P.	No*	X	W. O. P.	*54 gals. Mo.[1]
(I. C. 78	W. O. P.	No*	X	W. O. P.	*54 gals. Mo.[1]
St. 115	W. O. P.	No*	X	W. O. P.	*5 gals. Mo.[1]
Alkanolamines	W. O. P.	No*	X	X	*50 lbs. Mo.[1]
Allyl Alcohol	W. O. P.	No*	X	X	*50 lbs. Mo.[1]
Allyl Chloride	W. O. P.	No.	X	W. O. P.	
Aluminum hydrate	W. O. P.	No*	X	W. O. P.	*600 lbs. Mo.[1]
Aluminum chloride, anhydrous					
Ammonia:					
By-product ammonia**	W. O. P.	No.	X	W. O. P.	**Includes salts and solutions.
Sulphate of ammonia**	W. O. P.	W. O. P.	X	W. O. P.	**Containing 20.5% nitrogen or less.
Synthetic ammonia**	W. O. P.	No.	X	W. O. P.	**Includes salts and solutions.
Aniline, aniline oil, and aniline salts	W. O. P.	No*	X	W. O. P.	*500 lbs. Mo.[1]
Antimony sulphide	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Antimony oxide	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Antimony chemicals, other	W. O. P.	W. O. P.	X	W. O. P.	
Aromatic petroleum solvents** (excluding toluol and benzol).	W. O. P.	No*	X	W. O. P.	*60 gals. Mo.[1] **Includes solvents or naphthas of petroleum origin containing more than 30% of aromatic hydrocarbons and all grades of Xylol.
Barbasco root	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Benzaldehyde	W. O. P.	W. O. P.*	X	W. O. P.	*See footnote (2) (50 lbs. Mo.)
Benzene	W. O. P.	No*	No.	W. O. P.	*50 gals. Mo.[1]
Benzene containing oils	W. O. P.	No.	No.	W. O. P.	
Beryllium chemicals	W. O. P.	No*	X	W. O. P.	*125 lbs. Mo.[1]
Butadiene	W. O. P.	No*	X	W. O. P.	
2-butanol	W. O. P.	No.	X	W. O. P.	*55 gals. Mo.[1]
Butyl phthalyl butyl glycollate	W. O. P.	No*	No.	W. O. P.	*25 lbs. Mo.[1]
Cadmium pigment	W. O. P.	No*	X	W. O. P.	*30 tons Mo.[1]
Calcium carbide	W. O. P.	No*	X	W. O. P.	*50 lbs. Mo.[1]
Calcium carbonate, precipitated	W. O. P.	No*	X	No.	**Available chlorine content 65% or more by weight.
Calcium hypochlorite, high test**	W. O. P.	No.	X	W. O. P.	*3 lbs. Mo.[1]
Calcium metal	W. O. P.	No*	X	W. O. P.	*2 lbs. Mo.[1]
Other forms					
Carbolates, containing 10% or more of phenols (see Phenols).					
Carbon black, furnace type	W. O. P.	No*	X	W. O. P.	*100 lbs. Mo.[1]
Carbon tetrachloride	W. O. P.	No*	W. O. P.	W. O. P.	*52 gals. Mo.[1]
Casein	W. O. P.	No*	No.	W. O. P.	*2000 lbs. Mo.[1]
Castor oil phthalate	W. O. P.	No.	X	W. O. P.	
Castor oil phthalate hydrogenated	W. O. P.	No	X	W. O. P.	
Cellophane (See list B).					
Cellulose acetate**	W. O. P.	No	X	W. O. P.	**In primary unfabricated forms.
Cellulose acetate butyrate**	W. O. P.	No.	X	W. O. P.	**In primary unfabricated forms.
Cellulose ester flake**	W. O. P.	No*	X	W. O. P.	*100 lbs. Mo.[1] **Including cellulose acetate flake, cellulose acetate, butyrate flake, cellulose acetate propionate.
Cellulose ester sheets, rods, tubes and molding powder:					
Cellulose plastic molding powder	W. O. P.	No*	X	W. O. P.	*100 lbs. Mo.[1]
Cellulose plastic sheets	W. O. P.	No*	X	W. O. P.	*50 lbs. Mo.[1]
Cellulose plastic rods	W. O. P.	No*	X	W. O. P.	*50 lbs. Mo.[1]
Cellulose plastic tubes	W. O. P.	No*	X	W. O. P.	*50 lbs. Mo.[1]
Cellulose nitrate, plasticized**	W. O. P.	W. O. P.	X	X	**In primary unfabricated forms, except that used in explosives and protective coatings.
Charcoal	W. O. P.	No*	X	W. O. P.	*1,000 lbs. Mo.[1]
Chestnut extract	No.	No.	No.	No.	
Chlorate and perchlorate chemicals**	W. O. P.	No*	No.	W. O. P.	*25 lbs. Mo.[1] **Includes potassium, sodium and barium chlorates, potassium and ammonium perchlorates; perchloric acid; and any other chlorate or perchlorate chemical.
Chlorobenzenes:					
Monochlorobenzene	W. O. P.	W. O. P.	X	W. O. P.	
Orthodichlorobenzene	W. O. P.	W. O. P.	X	W. O. P.	
Paradichlorobenzene	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Chlorethylene	W. O. P.	W. O. P.	X	W. O. P.	
Chloride of lime**	W. O. P.				**Calcium hypochlorite with available chlorine content of from 30 to 60% weight.
Chlorine	W. O. P.	No.	X	W. O. P.	
Chlorinated hydrocarbon solvents	W. O. P.	No.	No.	W. O. P.	
Chlorinated rubber (see Rubber Part III).					
Chrome Pigments:					
Class A	W. O. P.	No*	X	W. O. P.	*Class A products, subject to quota (See M-370).
Class B	W. O. P.	No*	X	W. O. P.	*50 lbs. Mo.[1] of zinc chromate and 25 lbs. Mo.[1] of chromium oxide green.
Chromium Chemicals:					
Ammonium bichromate	W. O. P.	No*	No.	W. O. P.	*500 lbs. Mo.[1]
Chromic Acid	W. O. P.	No*	No.	W. O. P.	*100 lbs. Mo.[1]
Chromium tanning compounds	W. O. P.	No*	No.	W. O. P.	*See sodium bichromate.

See footnotes at end of table.

LIST A—CLASSES OF BUYERS TO WHOM SPECIAL SALES OF INDUSTRIAL MATERIALS MAY BE MADE IN ACCORDANCE WITH THIS LIST, SUBJECT TO PARAGRAPH (f) (2) AND (3) OF THIS REGULATION—Continued

Industrial material (1)	Persons who produce material in the form in which the holder bought it (2)	Users permitted to buy and use under existing WPB orders (3)	Reprocessors who are permitted to buy (4)	Wholesale dealers who sell the material in the form held by holder (5)	Remarks (6)
Chromium Chemicals—Continued.					
Sodium bichromate	W. O. P.	No*	No.	W. O. P.	*4,000 lbs. Mo.[1] or its equivalent in chromium tanning compounds.
Sodium chromate	W. O. P.	No*	No.	W. O. P.	*500 lbs. Mo.[1]
Potassium bichromate	W. O. P.	No*	No.	W. O. P.	*500 lbs. Mo.[1]
Potassium chromate	W. O. P.	No*	No.	W. O. P.	*500 lbs. Mo.[1]
Cobalt oxide	W. O. P.	No.	X	W. O. P.	
Copper carbonate	W. O. P.	No*	X	W. O. P.	*1,000 lbs. quarter.[1]
Copper chloride	W. O. P.	No*	X	W. O. P.	*1,000 lbs. quarter.[1]
Copper cyanide	W. O. P.	No*	X	W. O. P.	*1,000 lbs. quarter.[1]
Copper oxide (except cuprous oxide)	W. O. P.	No*	X	W. O. P.	*1,000 lbs. quarter.[1]
Copper sulphate	W. O. P.	No*	X	W. O. P.	*4,000 lbs. quarter.[1]
Cotton pulp, chemical	W. O. P.	No.	X	W. O. P.	
Cresols: ortho, meta, and para	W. O. P.	No.	No.	W. O. P.	
Cuprous oxide	W. O. P.	No.	W. O. P.	W. O. P.	
Cyanamid	W. O. P.	No*	X	W. O. P.	*500 lbs. Mo.[1]
Cyanide (sodium)	W. O. P.	No*	X	W. O. P.	*1,000 lbs. Mo.[1]
DDT	W. O. P.	No*	X	W. O. P.	*1 lb. Mo.[1]
Diacetone	W. O. P.	No*	X	W. O. P.	*5 drums Mo.[1]
Diamyl phthalate	W. O. P.	No.	X	W. O. P.	
Di-butoxy ethyl phthalate	W. O. P.	No.	X	W. O. P.	
Dibutyl phthalate	W. O. P.	No.	X	W. O. P.	
Dicapryl phthalate	W. O. P.	No.	X	W. O. P.	
Dichlorethyl ether	W. O. P.	No*	No.	No.	*550 lbs. Mo.[1]
Dichlorodifluoromethane	W. O. P.	No.	X	W. O. P.	
Dichlorostyrene	W. O. P.	W. O. P.*	X	W. O. P.	*See footnote (2) (5 lbs. Mo.)
Dicyandiamide	W. O. P.	No.	X	W. O. P.	
Di-cyclohexyl phthalate	W. O. P.	W. O. P.	X	W. O. P.	
Diethanolamine	W. O. P.	No*	X	W. O. P.	*5 gals. Mo.[1]
Diethyl ethanolamine	W. O. P.	No*	X	W. O. P.	*5 gals. Mo.[1]
Diethyl phthalate	W. O. P.	No.	X	W. O. P.	
Di 2-ethyl hexyl phthalate	W. O. P.	No.	X	W. O. P.	
Di-ethoxy ethyl phthalate	W. O. P.	No.	X	W. O. P.	
Di-methylcyclohexyl phthalate	W. O. P.	No.	X	W. O. P.	
Dimethyl phthalate	W. O. P.	No.	X	W. O. P.	
Dipentene	W. O. P.	W. O. P.*	X	W. O. P.	*See footnote (2) (5 gals. Mo.)
Diphenylamine**	W. O. P.	No.	X	W. O. P.	**Also called phenylaniline.
Dyestuffs and organic pigments	W. O. P.	No.	X	W. O. P.	
E. W. naphtha	W. O. P.	No*	X	W. O. P.	*54 gals. Mo.[1]
Ethyl acetate	W. O. P.	No*	W. O. P.	W. O. P.	*270 gals. Mo.[1] of ethyl acetate and isopropyl acetate.
Ethyl cellulose	No.	No*	X	No.	*10 lbs. Mo.[1]
Ethyl chloride	W. O. P.	W. O. P.	X	W. O. P.	
Ethylene dichloride	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Ethyl phthalyl ethyl glycollate	W. O. P.	No.	X	W. O. P.	
Formaldehyde	W. O. P.	W. O. P.*	X	W. O. P.	*See footnote (2) (10,000 lbs. Mo.)
Furfural	W. O. P.	No*	X	W. O. P.	*110 gals. Mo.[1]
Gasoline Gum inhibitors	W. O. P.	No*	X	W. O. P.	*10 lbs. Mo.[1]
Glycols:					
Ethylene glycol	W. O. P.	W. O. P.*	X	W. O. P.	*See footnote (2) (5,000 lbs. Mo.)
Propylene glycol	W. O. P.	W. O. P.*	X	W. O. P.	*See footnote (2) (950 lbs. Mo.)
Diethylene glycol	W. O. P.	W. O. P.*	X	W. O. P.	*See footnote (2) (1,000 lbs. Mo.)
Triethylene glycol	W. O. P.	W. O. P.*	W. O. P.	W. O. P.	*See footnote (2) (600 lbs. Mo.)
Mixed glycols	W. O. P.	W. O. P.*	X	W. O. P.	*See footnote (2) (1,000 lbs. Mo.)
Glycol ethers:					
Monobutyl ether of ethylene glycol	W. O. P.	No*	X	W. O. P.	*400 lbs. Mo.[1]
Monomethyl ether of ethylene glycol	W. O. P.	No*	X	W. O. P.	*430 lbs. Mo.[1]
Monoethyl ether of ethylene glycol	W. O. P.	No*	X	W. O. P.	*410 lbs. Mo.[1]
Monoethyl ether of diethylene glycol	W. O. P.	No*	X	W. O. P.	*460 lbs. Mo.[1]
Guanidine	W. O. P.	No.	X	W. O. P.	
Hexamethylenetetramine	W. O. P.	W. O. P.*	X	W. O. P.	*See footnote (2) (10,000 lbs. Mo.)
Hydrogen peroxide	W. O. P.	W. O. P.*	X	W. O. P.	*See footnote (2) (600 lbs. Mo.)
Hide glue, extracted bone glue and green bone glue	W. O. P.	W. O. P.*	X	W. O. P.	*See footnote (2) (1,200 lbs. of hide and extracted bone glue and 6,000 lbs. of green bone glue Mo.)
Isobutyl castor oil phthalate	W. O. P.	No.	X	W. O. P.	
Isopropyl acetate	W. O. P.	No*	W. O. P.	W. O. P.	*270 gals. Mo.[1] of isopropylacetate and ethyl acetate.
Lacquer, lacquer thinners (see Paints).					
Lithopone	W. O. P.	W. O. P.	X	W. O. P.	
Lithium chemicals**	W. O. P.	No.	No.	W. O. P.	**Excluding crude lithium sodium phosphate.
Magnesium oxide, light	W. O. P.	No*	X	W. O. P.	*200 lbs. Mo.[1]
Maleic Anhydride	W. O. P.	No*	X	W. O. P.	*500 lbs. Mo.[1]
Melamine Aldehyde molding compound and resins.	W. O. P.	No*	X	W. O. P.	*100 lbs. Mo.[1]
Methacrylic acid (see acrylic monomer and acrylic resins).					
Methanol	W. O. P.	No.	X	W. O. P.	
Methyl bromide	W. O. P.	No*	X	W. O. P.	*10 lbs. Mo.[1]
Methyl ethyl ketone	W. O. P.	No*	X	W. O. P.	*54 gals. Mo.[1]
Methyl isobutyl ketone	W. O. P.	No*	X	W. O. P.	*54 gals. Mo.[1]
Methyl phthalyl ethyl glycollate	W. O. P.	No*	X	W. O. P.	*55 gals. Mo.[1]
Mineral oil polymers	W. O. P.	No*	X	W. O. P.	*50 gals. Mo.[1]
Molding compounds:					
Melamine aldehyde	W. O. P.	No*	X	W. O. P.	*100 lbs. Mo.[1]
Phenolic	W. O. P.	No*	X	W. O. P.	*80 lbs. Mo.[1]
Urea aldehyde	W. O. P.	No*	X	W. O. P.	*100 lbs. Mo.[1]
Monochlorodifluoromethane	W. O. P.	No.	X	W. O. P.	
Monoethanolamine	W. O. P.	No*	X	W. O. P.	*5 gals. Mo.[1]
Naphthalene	W. O. P.	No.	W. O. P.	W. O. P.	
Naphthanates**	W. O. P.	No*	X	W. O. P.	*50 gals. Mo.[1] **Excluding crude or refined sodium naphthanate intended for manufacture of other naphthanates.
Naptha, high flash	W. O. P.	No*	X	W. O. P.	*50 gals. Mo.[1]
Nickel chemicals**	W. O. P.	No.	No.	W. O. P.	**Salts, oxides, and carbonates.
Oleum	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Oxidized petrolatum	W. O. P.	No*	X	W. O. P.	*25 lbs. Mo.[1]
Paints, varnishes, lacquers and lacquer thinners:					
Aluminum paint	W. O. P.	No.	X	W. O. P.	*55 gals. Mo.[1]
Paints, varnishes, lacquer and lacquer thinners containing any of the ingredients listed in Column 6**.		No*	X	W. O. P.	**Paraphenyl phenol resins, Phenolic resins, Phthalic alkyd resins, Urea melamine formaldehyde resins, Aromatic petroleum solvents, Butyl alcohols and butyl acetates, Ethyl acetate and isopropyl acetate, Toluene, Phthalate plasticizers, Methyl ethyl ketone, Methyl isobutyl ketone, Acetone and Di-acetone.
Paints, other	W. O. P.	W. O. P.	X	W. O. P.	

See footnotes at end of table.

LIST A—CLASSES OF BUYERS TO WHOM SPECIAL SALES OF INDUSTRIAL MATERIALS MAY BE MADE IN ACCORDANCE WITH THIS LIST, SUBJECT TO PARAGRAPH (f) (2) AND (3) OF THIS REGULATION—Continued

Industrial material (1)	Persons who produce material in the form in which the holder bought it (2)	Users permitted to buy and use under existing WPB orders (3)	Reprocessors who are permitted to buy (4)	Wholesale dealers who sell the material in the form held by holder (5)	Remarks (6)
Paraformaldehyde	W. O. P.	W. O. P.*	X	W. O. P.	*See footnote (2) (3,000 lbs. Mo.)
Pentaerythritol	W. O. P.	W. O. P.*	X	W. O. P.	*See footnote (2) (100 lbs. Mo.)
Perchlorate chemicals	W. O. P.	No*	No	W. O. P.	*25 lbs. Mo.[1]
Perchloroethylene	W. O. P.	No*	X	W. O. P.	*1 drum Mo.[1]
Perchloric acid	W. O. P.	No*	No	W. O. P.	*25 lbs. Mo.[1]
Phenols (tar acids)**	W. O. P.	No*	No	W. O. P.	*55 gals. Mo.[1] **Includes: phenol, cresols and Xylenols and mixtures thereof.
Phosphorus (yellow and white)	W. O. P.	No*	W. O. P.	W. O. P.	*10,000 lbs. Mo.[1]
Phthalic anhydride	W. O. P.	No*	X	W. O. P.	*700 lbs. Mo.[1]
Pine oil	W. O. P.	No*	X	W. O. P.	*54 gals. Mo.[1]
Pine tar	W. O. P.	W. O. P.*	X	W. O. P.	*See footnote (2) (5 gals. Mo.[1]
Plasticisers:					
Phosphate**	No	No*	X	No	*1,000 lbs. Mo.[1] **Tricresyl and triphenyl.
Phthalate	W. O. P.	No	X	W. O. P.	
Plastics, cellulose (see cellulose ester flake)					
Platinum chemicals	W. O. P.	W. O. P.*	X	W. O. P.	*See footnote (2) (5 lbs. Mo.)
Polydichlorostyrene	W. O. P.	No	X	W. O. P.	
Polyethylene	W. O. P.	W. O. P.*	X	W. O. P.	*See footnote (2) (100 lbs. Mo.)
Polystyrene	W. O. P.	No*	X	W. O. P.	*50 lbs. Mo.[1]
Polyvinyl acetal	W. O. P.	No*	X	W. O. P.	*50 lbs. Mo.[1]
Polyvinyl butyral resin	W. O. P.	No*	X	W. O. P.	*50 lbs. Mo.[1]
Polyvinyl formal	W. O. P.	No*	X	W. O. P.	*5 tons Mo.[1]
Potash**					**Includes muriate of potash, sulphate of potash, sulphate of potash-magnesia, and run-of-the-mine potash.
Potassium tantalum fluoride	No	No	X	No	
Pyrethrum	W. O. P.	No	W. O. P.	W. O. P.	*80 lbs. Mo.[1]
Pyridine	W. O. P.	No*	No	W. O. P.	*54 gals Mo.[1]
Pyronate	W. O. P.	No*	X	W. O. P.	
Resin:					
Melamine aldehyde	W. O. P.	No*	X	W. O. P.	*1,000 lbs. Mo.[1]
Para-phenyl-phenol	W. O. P.	No*	X	W. O. P.	*5 lbs. Mo.[1]
Phenolic	W. O. P.	No*	X	W. O. P.	*50 lbs. Mo.[1]
Phthalic alkyd	W. O. P.	No*	X	W. O. P.	*750 lbs. Mo.[1]
Urea aldehyde	W. O. P.	No*	X	W. O. P.	*1,000 lbs. Mo.[1]
Rhodium chemicals	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Rotenone	W. O. P.	No*	W. O. P.	W. O. P.	*5 lbs. or 1 gal. Mo.[1]
Rubber, synthetic (see Rubber, Part III).					
Sodium metallic	W. O. P.	W. O. P.*	X	W. O. P.	*See footnote (2) (100 lbs. Mo.)
Sodium metasilicate	W. O. P.	No*	X	W. O. P.	*800 lbs. Mo.[1]
Sodium nitrate	W. O. P.	W. O. P.	X	W. O. P.	
Sodium perborate	W. O. P.	W. O. P.*	X	W. O. P.	*See footnote (2) (25 lbs. Mo.)
Sodium peroxide	W. O. P.	W. O. P.*	X	W. O. P.	*See footnote (2) (75 lbs. Mo.)
Sodium phosphates	W. O. P.	No*	X	W. O. P.	*2000 lbs. bi-monthly.[1]
Stabilized rosin	W. O. P.	No*	X	W. O. P.	*100 lbs. Mo.[1]
Styrene	W. O. P.	W. O. P.*	X	W. O. P.	*See footnote (2) (375 lbs. Mo.)
Synthetic resins (see Resins).					
Synthetic rubber (see Rubber, Part III).					
Tanning Materials, Vegetable (see Part III).					
Tantalum chemicals**	No	No	X	No	**Potassium tantalum fluoride tantalum oxide, tantalum carbide.
Tapioca flour	W. O. P.	W. O. P.	X	W. O. P.	
Thiamine hydrochloride	W. O. P.	W. O. P.*	X	W. O. P.	*See footnote (2) (100 grams Mo.)
Tin chemicals	No	No	No	No	
Titanium dioxide	W. O. P.	W. O. P.	X	W. O. P.	
Titanium pigments	W. O. P.	W. O. P.	X	W. O. P.	*60 gals. yr.[1] for laboratories only.
Toluene (toluol)	W. O. P.	No*	No	W. O. P.	
Tributyl glycerol triphthalate	W. O. P.	No	X	W. O. P.	*1 drum Mo.[1]
Trichlorethylene	W. O. P.	No*	X	W. O. P.	
Tungsten chemicals	W. O. P.	No	W. O. P.	W. O. P.	
Uranium chemicals	W. O. P.	No	W. O. P.	W. O. P.	
Vanadium chemicals	W. O. P.	No	W. O. P.	W. O. P.	
Varnishes (see Paints).					
Vat dyes (see Dyestuffs).					
Vinyl Polymers**	W. O. P.	No*	X	W. O. P.	*50 lbs. Mo.[1] **Plasticized or unplasticized polymers and copolymers of vinyl acetate, vinyl chloride and polyvinyl alcohol and includes their condensation products.
Xylenols	W. O. P.	No	No	W. O. P.	
Xylol	W. O. P.	No*	X	W. O. P.	*60 gals. Mo.[1]
Zinc oxide	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
PART III—MISCELLANEOUS					
Abrasive grain, new silicon carbide, grit sizes 280, 320, 400, 500, 600, 1F, 2F, 3F, 4F, XF, ST, STF and DOF only.	W. O. P.	No	X	No	
Agave Cordage	W. O. P.	W. O. P.	No	W. O. P.	
Agave fibre:					
Suitable for cordage	No	No	No	No	
Not suitable for cordage	No	W. O. P.	No	No	
Balsa	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Bristles, pigs' and hogs' (two inches and over)	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Burlap	W. O. P.	W. O. P.	No	W. O. P.	
Cantala (see Agave fibre)					
Cattlehides, calf and kip skins (raw)*	W. O. P.	No	X	No	*This includes the whole hides or skins or portions thereof other than splits or glue stocks.
Cattle tail hair	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Coir fibre	W. O. P.	W. O. P.	No	W. O. P.	
Coir products	W. O. P.	W. O. P.	No	W. O. P.	
Coke, petroleum	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Cordage (see Rope).					
Corundum*	W. O. P.	No	No	W. O. P.	*Emery, ruby, sapphire and Boulder Corundum BC Fines are not intended.
Cotton duck (see Duck).					
Cotton, American extra staple, reserved	W. O. P.	W. O. P.	X	W. O. P.	
Cotton, Egyptian, reserved	W. O. P.	W. O. P.	X	W. O. P.	

See footnotes at end of table.

LIST A—CLASSES OF BUYERS TO WHOM SPECIAL SALES OF INDUSTRIAL MATERIALS MAY BE MADE IN ACCORDANCE WITH THIS LIST, SUBJECT TO PARAGRAPH (f) (2) AND (3) OF THIS REGULATION—Continued

Industrial material (1)	Persons who produce material in the form in which the holder bought it (2)	Users permitted to buy and use under existing WPB orders (3)	Reprocessors who are permitted to buy (4)	Wholesale dealers who sell the material in the form held by holder (5)	Remarks (6)
Cotton linters*	W. O. P.	No	X	W. O. P.	*Produced after July 31, 1943.
Deerskins*	W. O. P.	W. O. P.	X	W. O. P.	*Suitable for military use.
Diamonds, industrial*	W. O. P.	PR-AA-5	PR-AA-5	PR-AA-5	*Report sales as required by M-109.
Duck, Cotton*	W. O. P.	W. O. P.	W. O. P.	W. O. P.	*Width 15" or wider.
Feathers: Waterfowl (new or used)	No.*	No.*	No.*	W. O. P.	*Only to persons holding permits issued pursuant to M-102 or to the Philadelphia Quartermaster Depot.
Flax fibre products	W. O. P.	W. O. P.	No	W. O. P.	
Flax fibre	W. O. P.	W. O. P.	No	W. O. P.	
Graphite, strategic grades	No	No	No	No	
Hemp Sunn	W. O. P.	W. O. P.	No	W. O. P.	
Hennequen (see Agave fibre)					
Horsehide*	W. O. P.	W. O. P.	X	W. O. P.	*Suitable for military use.
Horse Mane Hair	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Istle, raw*	W. O. P.	W. O. P.	No	W. O. P.	* Unprocessed istle.
Jewel bearings	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Jewel bearing material*	W. O. P.	No	X	W. O. P.	*Natural sapphire and spinel not included.
Jute:					
Raw jute	W. O. P.	W. O. P.	No	W. O. P.	
Jute products	W. O. P.	W. O. P.	No	W. O. P.	
Kapok	No	No*	No	No	*Only to Defense Supplies Corporation.
Lacquer, lacquer thinners (see Paints, Part II).					
Leather (purchased to fill a military order)	W. O. P.	No	X	No	*Includes leather made from cattle hides, calf, kip skins, horsehide fronts, goatskins, cabretta and deerskins.
Logs (see Woods)					
Loofa sponges*	W. O. P.	AA-5	X	W. O. P.	*Suitable for military use.
Maguey (see Agave fibre).					
Mahogany (see Woods).					
Manila fibre and cordage:					
Cordage	W. O. P.	W. O. P.	No	W. O. P.	
Fibre	No	No.*	No	No	*May be sold W. O. P. to the U. S. Navy.
Mica:					
Strategic	W. O. P.	W. O. P.	X	W. O. P.	
Splittings	W. O. P.	W. O. P.	X	W. O. P.	
Nylon*	W. O. P.	No	No	No	*Includes fibers, yarn, thread and fabrics made of nylon.
Nylon waste	W. O. P.	No	W. O. P.	No	
Oil wool clips (see Wool).					
Paints (see Part II).					
Plywood (see Woods).					
Quartz crystals	X	No	No	No	
Rattan (see Woods).					
Rayon yarn, high tenacity	W. O. P.	No	No	No	
Rayon yarn reserved	No	No	No	No	
Rope*	W. O. P.	W. O. P.	No	W. O. P.	*"Rope" means any rope or cable, treated or untreated, composed of three or more strands, manufactured from cotton or any cordage fiber each strand composed of two or more yarns.
Rubber:					
Latex and crude	No	No	No	No	
Balata	No	No	No	No	
Compounded latex	No	No	No	No	
Chlorinated	W. O. P.	No	No	X	
Synthetic	W. O. P.	No	No	X	
Reclaimed	W. O. P.	W. O. P.	W. O. P.	X	
Rubber products:					
Cement	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Elastic thread	No	No	X	No	
Elastic fabrics	No	No	X	No	
Yarn	No	No	X	No	
Other products	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Silk:					
Raw	No	No	X	No	
Waste, noils, etc	No	W. O. P.**	W. O. P.**	W. O. P.	**Use certificate required.
Sisal (see Agave fibre).					
Slide fasteners	W. O. P.	No*	No*	No*	*Sales of slide fasteners may be made pursuant to any AA-2X or higher rated order from the Army, Navy, Maritime Commission or War Shipping Administration or from any prime or subcontractor of any of them who will incorporate the slide fasteners in a product being manufactured by him. Otherwise may be sold only on WPB authorization.
Sole leather (see Leather).					
Tanning material, vegetable*	No	No	No	No	*Only to Defense Supplies Corp. or any other agency designated by W. P. B.
Varnishes (see Paints, Part II).					
Wood pulp	No	No	X	No	
Woods:					
Balsa	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Logs:					
Douglas Fir	W. O. P.	W. O. P.	X	W. O. P.	
Port Orford Cedar and derivatives.	W. O. P.	W. O. P.	X	W. O. P.	
Lumber:					
Softwood Lumber	W. O. P.	PR-AA-5	W. O. P.	W. O. P.*	*May also be sold to retail dealers.
Hardwoods except Mahogany	W. O. P.	PR-AA-5	W. O. P.	W. O. P.*	*May also be sold to retail dealers.
Mahogany:					
Firsts, Seconds, Selects	W. O. P.	W. O. P.	W. O. P.	W. O. P.*	*May also be sold to retail dealers.
Wormy grades (pattern stock).	W. O. P.	PR-AA-1	PR-AA-1	W. O. P.*	*May also be sold to retail dealers.
No. 1 Common and poorer	W. O. P.	W. O. P.	W. O. P.	W. O. P.*	*May also be sold to retail dealers.
Plywood:					
Softwood	W. O. P.	PR-AA-2X	X	W. O. P.	
Hardwood	W. O. P.	W. O. P.	X	W. O. P.	
Rattan, round	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Rattan, slab	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Wool:					
Wool	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
OD Clips	W. O. P.	W. O. P.	W. O. P.	W. O. P.	
Zippers (see Slide fasteners).					

[1] This quantity may be sold freely, but the buyer's aggregate purchases may not exceed the amount shown during the period stated.

[2] May be sold freely to a user, but the buyer must make application on Form WPB-2945 or by letter to the Chemicals Bureau, War Production Board, Washington 25, D. C., for permission to use the particular chemical, if the amount to be used exceeds the exempt quantity shown in Col. 6 above.

LIST B—CLASSES OF BUYERS TO WHOM SPECIAL SALES OF FINISHED PRODUCTS MAY BE MADE IN ACCORDANCE WITH THIS LIST, SUBJECT TO PARAGRAPH (f) (2) AND (3) OF THIS REGULATION

This list refers only to new finished products unless used finished products are specifically mentioned. Finished products not on this list may be sold freely to producers and wholesalers and to all others on a rating of AA-5 or higher.

Finished products	Persons who produce material in the form in which the holder bought it	Users permitted to buy and use under existing WPB orders	Reprocessors who are permitted to buy	Wholesale dealers who sell the material in the form held by holder	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
Abrasive products, bonded and coated.	WOP	WOP	WOP	WOP	
Automotive equipment:					
Axles	WOP	PR-AA-2X	X	WOP [1]	[1] This applies only to a holder who has $500 or less cost value of the material. Such a person may sell freely to a wholesaler. If a holder has more than $500 worth (cost value) of the material he may sell to a wholesaler only with special permission of the War Production Board.
Brakes	WOP	PR-AA-2X	X	WOP [1]	
Clutches	WOP	PR-AA-2X	X	WOP [1]	
Off-the-highway vehicles	WOP	PR-AA-2X	X	WOP [1]	
Propeller shafts	WOP	PR-AA-2X	X	WOP [1]	
Rims	WOP	PR-AA-2X	X	WOP [1]	
Transfer cases	WOP	PR-AA-2X	X	WOP [1]	
Transmissions	WOP	PR-AA-2X	X	WOP [1]	
Truck-trailers	WOP	PR-AA-2X	X	WOP [1]	
Trucks	WOP	PR-AA-2X	X	WOP [1]	
Wheels	WOP	PR-AA-2X	X	WOP [1]	
Engines:					
Air-cooled gasoline engines (except aircraft propulsion).	WOP	PR-AA-2X	X	WOP [1]	
Diesel and gas (not gasoline) (non-marine only).	WOP	PR-AA-2X	X	WOP [1]	
Liquid-cooled gasoline engines (except aircraft propulsion).	WOP	PR-AA-2X	X	WOP [1]	
Internal combustion engines components, except those used on aircraft propulsion engines:					
Bearings, friction (flanged and sleeve type only).	WOP	PR-AA-2X	X	WOP [1]	[1] This applies only to a holder who has $500 or less cost value of the material. Such a person may sell freely to a wholesaler. If a holder has more than $500 worth (cost value) of the material he may sell to a wholesaler only with special permission of the War Production Board.
Camshafts (finished only).	WOP	PR-AA-2X	X	WOP [1]	
Carburetors, gasoline	WOP	PR-AA-2X	X	WOP [1]	
Crankshafts (finished drop forged).	WOP	PR-AA-2X	X	WOP [1]	
Electric starting motors, engine mounted only.	WOP	PR-AA-2X	X	WOP [1]	
Exhaust and intake valves and seats—internal combustion engines.	WOP	PR-AA-2X	X	WOP [1]	
Fuel injection equipment	WOP	PR-AA-2X	X	WOP [1]	
Generators, internal combustion engine mounted.	WOP	PR-AA-2X	X	WOP [1]	
Magneto starting switches—internal combustion engines.	WOP	PR-AA-2X	X	WOP [1]	
Magnetos	WOP	PR-AA-2X	X	WOP [1]	
Mechanical governors	WOP	PR-AA-2X	X	WOP [1]	
Piston rings	WOP	PR-AA-2X	X	WOP [1]	
Voltage regulators	WOP	PR-AA-2X	X	WOP [1]	
Bearings—anti-friction, including the following component parts: Inner and outer races, alloy steel balls and balls, and rollers assembled in retainers.	No [4]	No [4]	No [4]	No [4]	[4] Sales of excess bearings are limited to the following: 1. To the original supplier, or 2. On any AAA order; or 3. On any AA-5 or higher rated order placed directly by the Army, the Navy, the Maritime Commission or the War Shipping Administration, or directly by any prime or subcontractor, of any of them, who will incorporate the bearings into, or will deliver them as spare bearings with a product being manufactured by him; or 4. If the quantity to be sold in any month costs less than $250, they may be sold on any order rated AA-5 or higher regardless of order's source; or 5. Specific sales authorized by the War Production Board.
Blowers, portable electric hand	WOP	WOP	WOP	WOP	
Cellophane	WOP	WOP	WOP	WOP	
Chain saws	WOP	No [4]	X	No [4]	[4] May be sold only on WPB authorization (Form WPB-2321).
Clocks, alarm	WOP	WOP	WOP	WOP	
Construction machinery:					
Backhoes (new and used), power, crawler mounted, rubber tired mounted, or walking. (Manufactured after January 1, 1930.)	No [4]	No [4]	No [4]	WOP	[4] May be sold only on WPB authorization (Form WPB-1319). Application should be made by filing four copies of Form WPB-1319 with the Construction Machinery Specialist for the WPB region in which the applicant's home office is located. This restriction does not apply to sales outside the 48 states of the United States and the District of Columbia and does not apply to the following special sales: 1. Sales to distributors. The term "distributor" means any person who is engaged in the business of purchasing new, used or reconditioned construction machinery for the purpose of resale. 2. Transfers at a judicial or sheriff's auction or sale, tax sale, or other similar transaction conducted by a judicial or other legal officer. 3. Sales by any Governmental agency to any other Governmental agency. 4. Sales by farmers. The term "farmer" means a person who engages in farming as a business, by raising crops, livestock, bees or poultry. It also includes a custom operator who uses farm supplies in performing services for farmers. It does not include a person who merely has a "victory garden" or raises food or other agricultural products entirely for his own use.
Cranes (new and used), power, crawler mounted, rubber tired mounted, or walking. (Manufactured after January 1, 1930.)	No [4]	No [4]	No [4]	WOP	
Draglines (new and used), power, crawler mounted, rubber tired mounted, or walking. (Manufactured after January 1, 1930.)	No [4]	No [4]	No [4]	WOP	
Motorgraders (new and used), self propelled, earth moving, rubber tired mounted, 16,000 lbs. and heavier, tandem and four wheel drive types.	No [4]	No [4]	No [4]	WOP	
Shovels (new and used), power crawler mounted, rubber tired mounted or walking. (Manufactured after January 1, 1930.)	No [4]	No [4]	No [4]	WOP	
Tractors (new and used), crawler or track-laying type, all gauges, bare and including tractor mounted equipment such as bulldozers, angledozers, cranes, loaders, power control units, etc. (all diesel and semi-diesel powered models and the following gasoline powered models: M, WM, AO, H, T6 and R2.	No [4]	No [4]	No [4]	WOP	
Containers:					
Crowns; metal, beverage	WOP	WOP	WOP	WOP	
Metal closures for glass: home canning.	WOP	WOP	WOP	WOP	
Closures; metal, not home canning; and crowns, metal, not beverage, for glass containers.	WOP	WOP	WOP	WOP	

LIST B—CLASSES OF BUYERS TO WHOM SPECIAL SALES OF FINISHED PRODUCTS MAY BE MADE IN ACCORDANCE WITH THIS LIST, SUBJECT TO PARAGRAPH (f) (2) AND (3) OF THIS REGULATION—Continued

Finished products	Persons who produce material in the form in which the holder bought it	Users permitted to buy and use under existing WPB orders	Reprocessors who are permitted to buy	Wholesale dealers who sell the material in the form held by holder	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
Containers—Continued.					
Glass containers (bottles, jars, etc.).	WOP	WOP	WOP	WOP	
Metal cans	WOP	WOP	WOP	WOP	
Fluid milk shipping containers.	WOP	WOP	WOP	WOP	
Textile bags	WOP	WOP	WOP	WOP	
Compressed gas cylinders	WOP	PR-AA5*	PR-AA5	PR-AA5	*Liquefied Petroleum gas cylinders may be sold only if prior authorization is obtained from PAW for the installation of liq. pet. gas equipment under the terms of General Limitation Order L-86.
Collapsible tubes	WOP	WOP	WOP	WOP	
Containers: Consumer type, miscellaneous.*	WOP	WOP	WOP	WOP	*Paper cups and nested food containers are excepted from List B and fall under para. (e) (i) (ii) of this regulation.
Drums, barrels, and pails: shipping, steel, 30 gauge and heavier.	WOP	WOP	WOP	WOP	
Cork products	WOP	WOP	WOP	WOP	
Dental burs	WOP	WOP	WOP	WOP	
Diamond dies (large) [6]	WOP	WOP	WOP	WOP	[6] With hole diameter larger than .0015.
Diamond dies (small) [7]	No	No	No	No	[7] With hole diameter of .0015 and smaller.
Electronic parts and equipment:					
Electronic equipments	WOP	AA-5	X	No	
Capacitors (variable)	WOP	AA-5	X	No	
Capacitors (fixed)	WOP	AA-5	X	No	
Coaxial cable	WOP	AA-5	X	No	
Crystal assemblies	WOP	AA-5	X	No	
Instruments, electrical indicating, combat type [8]	WOP	AA-5	X	No	[8] Except fire control equipment, and navigation instruments.
Insulators [9]	WOP	AA-5	X	No	[9] Ceramic, micalex, plastic.
Loudspeakers	WOP	AA-5	X	No	
Microphones	WOP	AA-5	X	No	
Relays, other than motor control as used in radio communication equipment.	WOP	AA-5	X	No	
Resistors (radio and radar)	WOP	AA-5	X	No	
Sockets, tube (radio and radar)	WOP	AA-5	X	No	
Test equipment [10] (new and used).	WOP	AA-5	X	No	[10] All items cleared as recognized B-1 items, (standard) electronic.
Transformers and reactors [11]	WOP	AA-5	X	No	[11] Radio and radar including coils and chokes other than R. F. and I. F.
Tubes (radio and radar)	WOP	AA-5	X	No	
Vibrator [12]	WOP	AA-5	X	No	[12] A device containing a mechanically oscillating element which interrupts direct electrical current in Electronic Equipment.
Engines, marine Diesel	WOP	No [13]	X	No	[13] Does not apply to the sale, exchange or other transfer of Marine Diesel Engines between the Army, Navy, Maritime Commission, War Shipping Administration, their contractors or subcontractors provided the marine Diesel engines will be used in the completion of a contract of the Army, Navy, Maritime Commission or War Shipping Administration rated AA-2X or higher.

LIST B—CLASSES OF BUYERS TO WHOM SPECIAL SALES OF FINISHED PRODUCTS MAY BE MADE IN ACCORDANCE WITH THIS LIST, SUBJECT TO PARAGRAPH (f) (2) AND (3) OF THIS REGULATION—Continued

Finished products	Persons who produce material in the form in which the holder bought it	Users permitted to buy and use under existing WPB orders	Reprocessors who are permitted to buy	Wholesale dealers who sell the material in the form held by holder	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
Fans, domestic and commercial powered by a fractional H. P. motor, 200 watts or less.	WOP	No *	X	No *	*May be sold only on WPB authorization on Form WPB-1319.
Floor sanding machines	WOP	WOP	WOP	WOP	
Graphite crucibles	WOP	WOP	WOP	WOP	
Industrial power trucks (new and used).	WOP	No [14]	X	WOP	[14] Sales of industrial power trucks may be made pursuant to any AA-2X or higher rated order from the Army, Navy, Maritime Commission or War Shipping Administration or from any prime or subcontractor of any of them who will incorporate the industrial power trucks into or will deliver them as equipment with a product being manufactured by him. Otherwise may be sold only on WPB authorization (Form WPB-1319)
Laundry equipment, commercial dry cleaning equipment, commercial, and tailors' pressing equipment:					
Group 1					
Blocking machines, garment	WOP	No*	X	WOP	
Boards, ironing	WOP	No*	X	WOP	
Boards, pressing	WOP	No*	X	WOP	
Boards, pressing, velvet and nap.	WOP	No*	X	WOP	
Boards, shirt folding	WOP	No*	X	WOP	
Boards, steam	WOP	No*	X	WOP	
Boards, steam spotting	WOP	No*	X	WOP	
Cabinets, deodorizing, drying or sterilizing.	WOP	No*	X	WOP	
Conveyors, bag (wet wash)	WOP	No*	X	WOP	
Conveyors, "go back"	WOP	No*	X	WOP	
Conveyors, shirt	WOP	No*	X	WOP	
Dry cleaning units, naphtha	WOP	No*	X	WOP	
Dry rooms, conveyor	WOP	No*	X	WOP	
Dryers, garment, hot air	WOP	No*	X	WOP	
Dryers, hosiery and sock	WOP	No*	X	WOP	
Dye machines	WOP	No*	X	WOP	
Extractors (including mechanical unloading).	WOP	No*	X	WOP	*May be sold freely to the Army, or Navy or any prime contractor or subcontractor for delivery to the Army or Navy, otherwise WPB Form 1319 or GA-1456 authorization is required.
Forms, collar	WOP	No*	X	WOP	
Forms, hosiery and sock	WOP	No*	X	WOP	
Forms, overall	WOP	No*	X	WOP	
Forms, sleeve	WOP	No*	X	WOP	
Forms, trouser	WOP	No*	X	WOP	
Filters, solvent, for dry-cleaning.	WOP	No*	X	WOP	
Finishers, garment	WOP	No*	X	WOP	
Finishers, sleeve	WOP	No*	X	WOP	
Fluffers, handkerchief	WOP	No*	X	WOP	
Folding machines, automatic	WOP	No*	X	WOP	
Ironers, collar	WOP	No*	X	WOP	
Ironers, flatwork	WOP	No*	X	WOP	
Ironers, handkerchief	WOP	No*	X	WOP	
Ironer attachments:					
Canopies	WOP	No*	X	WOP	
Feeding devices	WOP	No*	X	WOP	
Irons, puff	WOP	No*	X	WOP	
Listing machines	WOP	No*	X	WOP	
Marking machines	WOP	No*	X	WOP	
Presses	WOP	No*	X	WOP	
Shakers, flatwork	WOP	No*	X	WOP	

LIST B—CLASSES OF BUYERS TO WHOM SPECIAL SALES OF FINISHED PRODUCTS MAY BE MADE IN ACCORDANCE WITH THIS LIST, SUBJECT TO PARAGRAPH (f) (2) AND (3) OF THIS REGULATION—Continued

Finished products	Persons who produce material in the form in which the holder bought it	Users permitted to buy and use under existing WPB orders	Reprocessors who are permitted to buy	Wholesale dealers who sell the material in the form held by holder	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
Laundry equipment, etc.—Con.					
Group 1—Continued					
Shapers, sleeve	WOP	No[9]	X	WOP	
Shapers, trouser	WOP	No[9]	X	WOP	
Spreaders, flatwork	WOP	No[9]	X	WOP	
Stackers, flatwork, automatic	WOP	No[9]	X	WOP	
Stackers, handkerchief, automatic	WOP	No[9]	X	WOP	
Starch cookers	WOP	No[9]	X	WOP	
Starching and extracting machines	WOP	No[9]	X	WOP	
Starching machines	WOP	No[9]	X	WOP	
Steamers, garment	WOP	No[9]	X	WOP	
Steamers, velvet	WOP	No[9]	X	WOP	
Stills, vacuum, for drycleaning	WOP	No[9]	X	WOP	
Stretchers, trouser	WOP	No[9]	X	WOP	
Tables, marking	WOP	No[9]	X	WOP	
Tumblers	WOP	No[9]	X	WOP	
Washers (except glove)	WOP	No[9]	X	WOP	
Group 2					
Boards, spotting, except steam	WOP	WOP	WOP	WOP	
Collar tippers	WOP	WOP	WOP	WOP	
Collar shapers	WOP	WOP	WOP	WOP	
Cuff cleaners	WOP	WOP	WOP	WOP	
Dampeners, cloth	WOP	WOP	WOP	WOP	
Dampeners, collar and seam	WOP	WOP	WOP	WOP	
Dryers, blanket and curtain	WOP	WOP	WOP	WOP	
Dryers, rug	WOP	WOP	WOP	WOP	
Dryers, windwhip	WOP	WOP	WOP	WOP	
Dry cleaning units, synthetic	WOP	WOP	WOP	WOP	
Dry rooms, sectional	WOP	WOP	WOP	WOP	
Dye kettles	WOP	WOP	WOP	WOP	
Feather sanitizing machines	WOP	WOP	WOP	WOP	
Flnting machines	WOP	WOP	WOP	WOP	
Forms, glove	WOP	WOP	WOP	WOP	
Fur cleaning equipment	WOP	WOP	WOP	WOP	
Glazers, fur	WOP	WOP	WOP	WOP	
Glove cleaning machines	WOP	WOP	WOP	WOP	
Hangers, revolving shirt	WOP	WOP	WOP	WOP	
Hatters' equipment	WOP	WOP	WOP	WOP	
Holders, bag	WOP	WOP	WOP	WOP	
Holders, net	WOP	WOP	WOP	WOP	
Irons, rotary	WOP	WOP	WOP	WOP	
Ironers, edger	WOP	WOP	WOP	WOP	
Ironers, hat crown	WOP	WOP	WOP	WOP	
Ironers, ruffle	WOP	WOP	WOP	WOP	
Ironer attachments:					
String mark eliminators	WOP	WOP	WOP	WOP	
Napping machines (carding machines for blanket finishing)	WOP	WOP	WOP	WOP	
Rug cleaning machines (stationary)	WOP	WOP	WOP	WOP	
Sand bags, hat	WOP	WOP	WOP	WOP	
Seam cleaners	WOP	WOP	WOP	WOP	
Shirt envelope machines	WOP	WOP	WOP	WOP	
Sterilizers, feather	WOP	WOP	WOP	WOP	
Stretchers, blanket and curtain	WOP	WOP	WOP	WOP	
Stretchers, dress	WOP	WOP	WOP	WOP	
Tables, steam	WOP	WOP	WOP	WOP	
Tubs, scrub	WOP	WOP	WOP	WOP	
Tubs, starch	WOP	WOP	WOP	WOP	
Tubs, stationary laundry	WOP	WOP	WOP	WOP	
Washers, glove	WOP	WOP	WOP	WOP	
Mining equipment and machinery [17] (new and used)	No	No	No	No	[17] Any equipment or machinery (whether mining, construction, industrial, or otherwise) acquired by a producer as defined in P-56 or which was in use in, or held in connection with a non-essential mine on the effective date, as defined in L-208, may be transferred only to a producer, as defined in P-56, who holds a serial number under P-56, or with the written permission of the War Production Board applied for by letter to the Mining Division, Washington, D. C.
Motion Picture (35 mm.) projection equipment and accessories:					
List 1					
Amplifiers	No [18]	No [18]	No [18]	No [18]	[18] May be sold only on WPB authorization (Forms WPB-3253 WPB-3254).
Bases	No [18]	No [18]	No [18]	No [18]	
Complete portable projectors	No [18]	No [18]	No [18]	No [18]	
Complete projection arc	No [18]	No [18]	No [18]	No [18]	
Complete projectors	No [18]	No [18]	No [18]	No [18]	
Complete sound systems	No [18]	No [18]	No [18]	No [18]	
Current converting devices	No [18]	No [18]	No [18]	No [18]	
Loud speakers	No [18]	No [18]	No [18]	No [18]	
Pedestals	No [18]	No [18]	No [18]	No [18]	
Projection arc lamphouses	No [18]	No [18]	No [18]	No [18]	
Projector mechanisms	No [18]	No [18]	No [18]	No [18]	
Sound heads	No [18]	No [18]	No [18]	No [18]	
List 2					
Automatic enclosed rewinders	WOP	WOP	WOP	WOP	
Change-over devices	WOP	WOP	WOP	WOP	
Film splicers	WOP	WOP	WOP	WOP	
Hand rewinders	WOP	WOP	WOP	WOP	
Nitrate film storage cabinets	WOP	WOP	WOP	WOP	
Repair units and repair parts (except electronic parts)	WOP	WOP	WOP	WOP	
Steel fireproof booth tables	WOP	WOP	WOP	WOP	
Take-up reels	WOP	WOP	WOP	WOP	
Motors and generators, electric (fractional horsepower) excepting those used as starters or magnetos on internal combustion engines	WOP	No [20]	X	No	[20] Does not apply to the sale, exchange or other transfer of fractional horsepower motors between the Army, Navy, Maritime Commission or War Shipping Administration, their contractors or subcontractors provided the fractional horsepower motors will be used in the completion of a contract of the Army, Navy, Maritime Commission or War Shipping Administration rated AA-2X or higher.

LIST B—CLASSES OF BUYERS TO WHOM SPECIAL SALES OF FINISHED PRODUCTS MAY BE MADE IN ACCORDANCE WITH THIS LIST, SUBJECT TO PARAGRAPH (f) (2) AND (3) OF THIS REGULATION—Continued

Finished products	Persons who produce material in the form in which the holder bought it	Users permitted to buy and use under existing WPB orders	Reprocessors who are permitted to buy	Wholesale dealers who sell the material in the form held by holder	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
Office machinery:					
List 1					
Accounting machines, bookkeeping machines and billing machines (accounting principle.) Also continuous forms handling machines (typewriter principle) having carbon paper handling devices constructed as an integral part of the machine, and collateral equipment, except autographic registers	WOP	No [21]	No	No	[21] May be sold only on WPB authorization. (Form WPB-1688).
Adding machines	WOP	No [21]	No	No	
Addressing machines, including but not limited to embossing machines for plates, and stencil cutting machines embodying typewriter principle	WOP	No [21]	No	No	
Calculating and computing machines:					
Rotary and others	WOP	No [21]	No	No	
Duplicating machines including but not limited to ink ribbon gelatin, spirit, stencil and reproducing typewriter principle machines and Multilith and Davidson duplicators:					
Gelatin.					
Offset and relief					
Spirit.					
Stencil	WOP	No [21]	No	No	
Machines and collateral equipment intended for use for dictating purposes	WOP	No [21]	No	No	[22] May be sold only on WPB authorization (Form WPB 1688).
Microfilm machines designed for office functions	WOP	No [21]	No	No	
Office composing machines (changeable type, changeable horizontal and vertical spacing, uniform impression)	WOP	No [21]	No	No	
Payroll denominating machines	WOP	No [21]	No	No	
Punched card tabulating and accounting machines and collateral equipment	WOP	No [21]	No	No	
Time recording machines and collateral equipment, except watchmen's clocks	WOP	No [21]	No	No	[23] May be sold on WPB authorization. (Form WPB-1688).
Time stamp machines and collateral equipment	WOP	No [21]	No	No	
List 2					
Autographic registers	WOP	WOP	WOP	WOP	
Cash (registering machines)	WOP	WOP	WOP	WOP	
Change making machines	WOP	WOP	WOP	WOP	
Check cancelling machines	WOP	WOP	WOP	WOP	
Check cutting machines	WOP	WOP	WOP	WOP	
Check dating machines	WOP	WOP	WOP	WOP	
Check endorsing machines	WOP	WOP	WOP	WOP	
Check numbering machines	WOP	WOP	WOP	WOP	
Check protecting machines	WOP	WOP	WOP	WOP	
Check signing machines	WOP	WOP	WOP	WOP	
Check sorting machines	WOP	WOP	WOP	WOP	
Check writing machines	WOP	WOP	WOP	WOP	
Coin counting machines	WOP	WOP	WOP	WOP	
Coin sorting machines	WOP	WOP	WOP	WOP	
Coin wrapping machines	WOP	WOP	WOP	WOP	
Currency counting machines	WOP	WOP	WOP	WOP	
Envelope contents folding machines	WOP	WOP	WOP	WOP	
Envelope handling machines	WOP	WOP	WOP	WOP	
Envelope mailing machines	WOP	WOP	WOP	WOP	
Envelope opening machines	WOP	WOP	WOP	WOP	
Envelope sealing machines	WOP	WOP	WOP	WOP	
Envelope stuffing machines	WOP	WOP	WOP	WOP	
Mailroom folding machines	WOP	WOP	WOP	WOP	
Perforating machines (marking and cancelling)	WOP	WOP	WOP	WOP	
Postal permit mailing machines	WOP	WOP	WOP	WOP	
Post office cancelling machines	WOP	WOP	WOP	WOP	
Shorthand writing machines	WOP	WOP	WOP	WOP	
Stamp affixing machines	WOP	WOP	WOP	WOP	
Typewriters—new nonportable	WOP	WOP	WOP	WOP	
Typewriters—new portable	WOP	WOP	WOP	WOP	
Printing and publishing machinery, parts and supplies (new and used):					
Graphic arts machinery:					
Machine composition	WOP	No [24]	WOP	WOP	[24] May be sold only on WPB authorization. (Form WPB-1319). Does not apply to machinery put into use before May 1, 1937, which may be sold freely.
Hand composition	WOP	No [24]	WOP	WOP	
Photoengraving, lithographic and gravure plate making	WOP	No [24]	WOP	WOP	
Electrotype, stereotype rubber and plastic	WOP	No [24]	WOP	WOP	
Presses	WOP	No [24]	WOP	WOP	
Bindery	WOP	No [24]	WOP	WOP	
Paper mill machinery (new and used)	WOP	No*	WOP	WOP	*May be sold only on WPB authorization on Form WPB-1319.
Ranges, domestic electric	WOP	WOP [26]	X	WOP	[26] See Order L-23-b for persons eligible to buy new domestic electric ranges.
Refrigerators, domestic mechanical	No [27]	No [28]	X	No [27]	[27] WPB Form 869 required.
Slide fasteners (See List A, Part III)					[28] May be sold freely to fill contracts or purchase orders for delivery to or for the account of the U. S. Maritime Commission; or the War Shipping Administration for shipboard use only, otherwise WPB Form-867 is required.
Sterilizer equipment	WOP	WOP	WOP	WOP	

LIST B—CLASSES OF BUYERS TO WHOM SPECIAL SALES OF FINISHED PRODUCTS MAY BE MADE IN ACCORDANCE WITH THIS LIST, SUBJECT TO PARAGRAPH (f) (2) AND (3) OF THIS REGULATION—Continued

Finished products	Persons who produce material in the form in which the holder bought it	Users permitted to buy and use under existing WPB orders	Reprocessors who are permitted to buy	Wholesale dealers who sell the material in the form held by holder	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
Tools:					
Machine tools [39]	WOP	WOP	WOP	WOP	[39] The term "Machine Tool" means all machines (except portable machine tools) for the cutting (except heat cutting) abrading, shaping, forming, straightening and forcing of metals.
Metal cutting [39]	WOP	WOP	WOP	WOP	[39] Except chasers.
Track-laying tractor parts	WOP	WOP	WOP	WOP	*May be sold freely to the Army, Navy, Maritime Commission or War Shipping Administration for direct use only. It may also be sold to fill a purchase order bearing a preference rating assigned on Form CMPL 224, GA-1456 or under any order in the P series provided the certificate applying or extending such rating shall state the source of the rating, otherwise may be sold only on WPB authorization Form WPB-1319.
Welding equipment, resistance	WOP	No*	X	WOP	

[F. R. Doc. 44-10056; Filed, July 8, 1944; 11:32 a. m.]

PART 3216—MATERIAL ENTERING INTO THE OPERATION OF TRANSPORTATION SYSTEMS

[Preference Rating Order P-142
Interpretation 2]

PRODUCTIVE CAPITAL EQUIPMENT

The following interpretation is issued with respect to Preference Rating Order P-142:

Paragraph (f) (4) of Order P-142 (§ 3216.1) permits operators to use their MRO ratings under the order to buy "minor items of productive capital equipment not exceeding $500 per unit (excluding cost of labor)."

"Items of productive capital equipment" are not limited to rolling stock items such as locomotives and cars, but include all items which the particular operator normally charges to his capital account. Examples are adzers and spike pullers (maintenance of way equipment), and lathes and drill presses (shop equipment).

Operators needing to buy such capital items costing more than $500 per unit (excluding cost of labor) may not do so under the provisions of P-142. The usual way to get these items is by applying on Forms WPB-541 (PD-1A) or WPB-1319, on other applicable forms (such as WPB-3131) for special items of equipment, or under Order L-41 if a construction job covered by that order is involved.

Issued this 8th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10057; Filed, July 8, 1944; 11:32 a. m.]

PART 3285—LUMBER AND LUMBER PRODUCTS

[Order L-335, Direction 8]

DISTRIBUTOR RECEIPTS ON CERTIFIED BUT UNRATED ORDERS AND RETAIL SALES ON UNCERTIFIED AND UNRATED ORDERS

The following direction is issued pursuant to Order L-335:

(a) *What this direction does.* This direction tells distributors how they can get lumber other than by extending their customers' certified orders, and explains what lumber may be sold by sawmills and distributors on uncertified and unrated orders. It also permits distributors to validate certain orders that distributors have placed with sawmills.

(b) *Lumber that a distributor may receive on certified but unrated orders.* Every distributor who was engaged in the business of selling lumber at retail before May 1, 1944, and who had a lumber inventory at that date is permitted to place certified but unrated orders with his lumber supplier and receive in each calendar quarter either 5,000 board feet of lumber or 10 percent of the amount of lumber he received in the same calendar quarter of 1943 provided the 10 percent is not more than 8,000 board feet of lumber. Orders that a distributor places with his lumber supplier to get this amount of lumber must bear the certification described in paragraph (q) (4) of Order L-335. A distributor is not authorized to apply a preference rating to such an order. Lumber that a distributor receives under this provision is in addition to any lumber that he is authorized on Form WPB-3813 to receive or any lumber he is authorized to receive through the extension of his customers' certified orders or under the provisions of paragraph (g) below.

(c) *Distribution yard of sawmill included.* If a person operates both a sawmill and a distribution yard and the distribution yard was engaged in selling lumber at retail prior to May 1, 1944, and had a lumber inventory at that date, the distribution yard may receive the same quantity of lumber from the sawmill as it would be entitled to receive from any other supplier. A transfer of lumber from the person's sawmill stock to his distributor stock must be treated the same way as if the transfer were from another lumber supplier and he must keep a record of the transfer in his sawmill files and endorse the certificate provided for in paragraph (q) (4) of Order L-335 of that record.

(d) *Distributor sales on uncertified and unrated orders.* The 5,000 to 8,000 board feet of lumber that a distributor receives under the provisions of paragraph (b) above is intended for sale to persons who need lumber for a purpose for which such persons have no rating or a rating of AA-5 MRO. This includes industrial plants, business enterprises and private individuals who do not have a rating, and industrial plants and business enterprises (except Class I consumers) who have an AA-5 MRO preference rating but who are not authorized to use it on a lumber order. Such persons are defined in paragraph (m) of Order L-335 as "all other consumers". Any lumber that a distributor receives under the provisions of paragraph (b) above may be sold on certified orders provided an equivalent amount of lumber so sold is made available to persons that are not authorized to place certified orders. A distributor must not sell more lumber on uncertified and unrated orders in a calendar quarter than the 5,000 to 8,000 board feet of lumber he is authorized to receive under paragraph (b) above.

(e) *Sawmills that also sell at retail but do not have a distribution yard.* Sawmills that were engaged in selling lumber at retail on May 1, 1944, but do not maintain a separate retail distribution yard are authorized to withdraw lumber from sawmill stock and sell it on uncertified and unrated orders to the same extent that a distributor is authorized to sell lumber on such orders under the above provisions, and the sawmill must compute the amount of lumber that he is authorized to sell on uncertified and unrated orders in the same way that a distributor computes the amount of lumber that he is authorized to receive on certified but unrated orders under the provisions of paragraph (b) above.

(f) *Distributors validation of orders placed with lumber suppliers during the months of June and July 1944.* Any lumber distributor that has received from the War Production Board a release on Form WPB-2720 under Orders L-290, M-361 and M-364 which is dated subsequent to May 31, 1944 and has placed an order with a sawmill but is not able to receive delivery of that lumber before August 1, 1944, may validate such an order by providing the supplier with the certification described in paragraph (q) (4) of Order L-335. If the order is validated before July 20, 1944 the distributor may receive that lumber in the month of August. If the order is not validated before July 20, 1944 receipt of that lumber must be had before August 1, 1944. Other lumber orders that a distributor has placed with his lumber supplier for delivery subsequent to August 1, 1944 may be validated only to the extent that he has received certified orders from his customers requesting delivery after August 1, 1944. The validation of such an order may only be made by extending his customers' certified orders as provided in paragraph (o) (1) of Order L-335. All other orders placed by distributors which cannot be delivered prior to August 1, 1944, must be cancelled by notifying the supplier.

(g) *Uncertified and unrated orders.* A distributor may place uncertified and unrated orders with and accept delivery of lumber from (1) lumber mills that produce less than 100,000 board feet of lumber per year; (2) sawmills that are permitted to accept and ship lumber on uncertified and unrated orders under paragraph (e) of Directions 1 to 5 inclusive; and (3) sawmills that are included in Direction 7. Acceptance of delivery on such orders is authorized. However, sawmills may not deliver lumber on an uncertified and unrated order if it will interfere with the filling of a certified order. The fact that a distributor is permitted to receive lumber under this paragraph on uncertified and unrated orders does not permit him to sell on uncertified and unrated orders more than the five to eight thousand board feet of lumber that he is authorized to sell on such orders under paragraph (d) above.

Issued this 8th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10059; Filed, July 8, 1944; 11:32 a. m.]

PART 3285—LUMBER AND LUMBER PRODUCTS

[Order L-335, Interpretation 2]

LUMBER CONTROL ORDER

The following interpretation in question and answer form is issued with respect to § 3285.121, Order L-335.

General

1. Q. What is the relation of Order L-335 Amended to present lumber control orders?

A. Orders M-208, M-361, M-364, L-218, and L-290 will be revoked as of August 1, 1944, and Order L-335 will supersede those orders.

2. Q. Will the restrictions of Order M-122 on the delivery and receipt of mahogany continue to be in effect after Order L-335 is effective?

A. Yes. Any authorization to receive lumber under Order L-335 will be subject to the restrictions of Order M-122.

3. Q. How will farmers who are now assigned preference ratings under Order M-208 obtain preference ratings after it is revoked?

A. Farmers who get authority from the County Agricultural Conservation Committees to receive lumber will, at the same time, get authority from these Committees to use preference ratings.

4. Q. How may orders placed for August and September delivery be validated?

A. These orders may be validated by giving the supplier the certification that a consumer would use if he were placing an order after August 1, 1944. A consumer may validate orders only to the extent he would be authorized to place new lumber orders after August 1, 1944.

5. Q. Is it necessary for consumers to validate delivery orders for the months of August and September if they have obtained releases on Form WPB-2720 or have certified their purchase orders as permitted by Orders M-361, M-364, or L-290?

A. Yes. Orders requesting delivery of lumber after August 1, 1944 cannot be filled unless validated.

6. Q. A Class I consumer has been authorized to receive 80,000 feet of lumber during the third quarter. He has orders for this lumber placed with sawmills and has been granted releases on WPB-2720. To obtain a release of this lumber under Order L-335, must he place another order with the mill bearing the certificate provided for in paragraphs (q) (1) or (q) (2)?

A. It is not necessary to send the mill another order, but he must send him a statement bearing the certificate provided for in paragraphs (q) (1) or (q) (2) of Order L-335, asking his supplier to attach this to his order.

7. Q. Would the procedure outlined in paragraph 6 above apply to other classes of consumers as well as the Class I consumer?

A. Yes. Any person authorized under L-335 to receive lumber may validate existing purchase orders by forwarding the proper certificate to his supplier.

8. Q. If a Class I consumer receives delivery of lumber during July, does the receipt of this lumber count against his third quarter authorization?

A. Yes. The authorization governs the amount of lumber which he may receive in the third quarter.

9. Q. May a mine in Peru which has been assigned a serial number under Order P-56 use the certificate provided in paragraph (q) (2) of Order L-335 in purchasing lumber to be delivered to it?

A. Authority to export lumber from the United States for a serialized mine located outside the continental United States must be obtained through the Foreign Economic Administration. Any person who wishes to buy lumber for export (except export for the Army and Navy) must submit his delivery orders to the Foreign Economic Administration for certification when requesting permission to export.

10. Q. A manufacturer of prefabricated housing units has a contract with a firm in Canada. The Canadian firm wishes to furnish him Canadian lumber to be made into prefabricated units which, in turn, will be shipped back to the Canadian firm. Must the fabricator place a certified order with this Canadian firm for the lumber to be so used?

A. No. He does not need an authorization to receive it, and has no authority to issue a certified order. The fabricator is a contractor and not a consumer.

Definitions

11. Q. A small sawmill produces, on an average, 4,000 board feet of oak per 8-hour day. The lumber it produces was not restricted under Order M-364. Will it be controlled by Order L-335 Amended?

A. Yes, if it operate 25 days a year. Order L-335 defines a sawmill as "any mill or plant, stationary or portable, which produced more than 100,000 board feet of lumber in the calendar year 1943 or any such mill or plant that expects to produce more than 100,000 board feet in the calendar year, 1944."

12. Q. Order L-335, issued March 22, 1944, did not exempt railroad and mine cross ties and switch ties from the definition of lumber. How are these items treated in the present Order?

A. Mine ties and railway cross ties, either sawed or hewed, are excluded from the definition of lumber, and delivery and receipt of these ties may be made without restriction. Bridge ties and railway switch ties, usually sold by board foot measure, are classed as lumber.

13. Q. Under Order M-364 hardwood flooring was defined as lumber, and its delivery by the producer was restricted. How is it defined in Order L-335?

A. Hardwood flooring is not defined as lumber under Order L-335. Delivery and receipt of hardwood flooring may be made without restriction, but the person who manufactures hardwood flooring must be authorized under the Order to receive the lumber.

14. Q. Order L-335 excludes from the definition of lumber edgings, trim, and off-fall less than 3 inches wide or less than 4 feet long which is not made into commercial lumber sizes or standards. What is meant by commercial lumber sizes or standards?

A. Commercial lumber or standards means any lumber which conforms to standard dimensions as given in any lumber grading rule book.

15. Q. A plant buys waste material less than 3 inches wide or less than 4 feet long from a hardwood mill. This waste material is used in a hardwood distillation plant. Is its receipt restricted under the order?

A. No, because it is not made into commercial lumber sizes or standards.

16. Q. A sawmill operates a remanufacturing plant. It takes the trim from the sawmill and produces strips 1" x 2" random length from this material. Must it have authorization to transfer these edgings from sawmill stock to the manufacturing plant?

A. No. Until remanufactured into strips 1" x 2", which are standard dimensions, this material is not lumber. As soon as it is remanufactured it becomes lumber under Order L-335.

17. Q. Is lumber worked to standard patterns such as flooring, car siding, or beaded ceiling considered lumber under Order L-335?

A. Yes, with the exception of hardwood flooring. Lumber worked to any other patterns for which standard dimensions are given in any lumber grading rule book is considered lumber under the order the same as boards, dimensions, planks and timbers. A producer may manufacture these patterns without prior permission of the War Production Board, but these patterns are subject to the same restrictions governing delivery and receipt that apply to other types of lumber. Softwood flooring is lumber.

18. Q. Does the definition of lumber in Order L-335 include moulding?

A. Moulding which is normally sold by the producer by the lineal foot is not lumber but is a fabricated product and is treated the same as box shook, dimension stock, cut stock and millwork. Moulding which is normally sold by the producer by board foot measure is lumber, and is subject to all the restrictions of the order on the delivery and receipt of lumber.

19. Q. How is a person to determine whether the item he receives and uses is lumber whose receipt and delivery is controlled by the order, or is a fabricated product which can be received and delivered without restriction under the order?

A. The purpose of Order L-335 is to control the distribution of lumber and to channel its use while the material still retains the general purpose utility characteristic of lumber. Within the various processes by which a log is converted into a fabricated product or is used in a structure or in some other way, the wood passes through the lumber stage. After the wood has reached the lumber stage, and before it has been converted into an item or used in a manner which takes it out of the classification of lumber, is the point at which control is exercised. The next step (the point at which the lumber is converted into a finished product or a semi-finished product, or put to some other specific use as in a structure) is the consumption of lumber. It is this consumption for which consumers must be authorized by the War Production Board to receive lumber. The delivery and receipt of lumber is restricted under Order L-335. The delivery and receipt of products made from lumber is not restricted under the Order (except paragraph (i) (5) restricts a Class I consumer's use of ratings to get fabricated products which he can produce). Normally there should be no difficulty in identifying the point at which lumber is consumed or changed to a product

which is no longer classed as lumber. For instance, lumber is consumed when a board is nailed into the framing of a house; a plank or board is cut into moulding strips; a piece of softwood matched flooring is cut and nailed into either a house or an object such as a crate or a fence; a timber cut to specification is incorporated into a bridge or building. Also, lumber is consumed when cut to specification or otherwise processed for a particular use in a way which destroys its general usefulness. Generally, dimension stock is not lumber but dimension lumber is lumber. Dimension stock is considered an unfinished wooden item cut to specifications (usually less than 4 feet long and less than 3 inches square in cross sectional area) which can be converted into a finished product by some further operation. For instance, a manufacturer of furniture might purchase dimension stock measuring 3 x 3 x 18 inches for use in manufacturing legs for chairs. This dimension stock being unfinished has not reached its final fabrication stage but it is not lumber because its size limits its usefulness to a very narrow field. On the other hand, in the trade, dimension lumber is usually more than 4 feet long and although cut to specification its use is not limited and therefore, it is still lumber. For instance, if a log has been cut to a particular specification for a particular use such as a 2 x 5 x 15 its general usefulness may not necessarily be destroyed. This lumber until incorporated into a structure can still be used in a different structure; it can be cut into smaller boards; it can be cut up for shipping and dunnage material; it can be cut into dimension stock or into boxing and crating material. Likewise, a cross arm blank which is normally more than 6 feet long and which, when further processed, is used to support wires on a telephone pole, is considered lumber in the blank form. If, however, the cross arm blank has been roofed and holes have been bored in it the general utility has been destroyed and it is no longer lumber.

20. Q. Are any of the following items lumber under the definition of Order L-335: (a) hewn wooden items such as firewood and fence posts; (b) poles and piling made from logs which have not been sawed lengthwise and are in their natural round shape; (c) sawdust, shavings, chips, ground wood products, and excelsior?

A. No. These items are not lumber and are not subject to the restrictions on receipt and delivery that L-335 places on lumber.

21. Q. Are staves, heads and hoops used in cooperage lumber as defined in Order L-335?

A. No. These are fabricated wooden products.

22. Q. Must the producer of cooperage stock such as staves, heads, and hoops be authorized to receive raw material for the manufacture of these items?

A. Not unless the material he receives is lumber. An authorization is not needed to receive bolts, as they are not lumber. But a manufacturer who uses lumber in making heading is restricted in his receipt of such lumber in the same way as any other consumer of lumber. Lumber used in the manufacture of tobacco hogshead staves is also subject to the restrictions of the order.

23. Q. A manufacturer of dimension stock cuts it direct from bolts and billets six feet or less in length. The dimension stock he produces is not classed as lumber. Does he need authorization to receive these short bolts and billets that are cut into such stock?

A. No. Bolts and billets are not considered lumber under the order. However, if lumber is used in the manufacture of dimension stock, the user must have authority to receive it. If he uses bolts or billets more than six feet in length and cuts them into boards or flitches as a step in the manufacture of dimension stock, this material assumes the form of lumber at one point in the process of manufacture, and he must have authority to use such lumber.

24. Q. A manufacturer of furniture purchases plywood panels with lumber cores. Must he have an authorization to receive these plywood panels?

A. No. Plywood panels are considered fabricated products and not lumber. The manufacturer of the panel must have authority to receive the lumber he uses in making the panels.

25. Q. A manufacturer receives lumber and uses it in making laminated trusses. How is he affected by Order L-335?

A. The trusses he manufactures are considered fabricated products and there is no restriction on their delivery or receipt. The lumber he uses in making these trusses is restricted under the order and he must have an authorization to receive such lumber.

26. Q. Match plank is purchased and cut into match blocks. How is this operation affected by Order L-335?

A. Match plank is considered lumber and match blocks are considered fabricated products. Match blocks may be delivered and received without authorization under the order, but the block manufacturer must have an authorization to receive the match plank which he converts into blocks.

27. Q. A plant uses treated lumber and timbers for construction purposes. Is authorization to receive this material necessary, or is it classed as a fabricated product?

A. Lumber treated with creosote or other preservative or fire retardant is still considered lumber and the purchaser must have authority under Order L-335 to receive it.

28. Q. A plant treats lumber, timbers, and poles. How is this operation affected under Order L-335?

A. The treating plant does not consume lumber because treated lumber is still classified as lumber. Therefore, the plant does not need any authorization of its own to receive lumber which is merely treated by it. The treating plant operates under Order L-335 in somewhat the same way as a distribution yard. It can deliver treated lumber and timbers only on certified orders, and it may extend those orders to its suppliers to get the lumber needed to fill the orders of its customers or to replace lumber in inventory. Poles and piling are not lumber, whether treated or untreated, and may be received and delivered without restriction under Order L-335.

29. Q. In the definition of a concentration yard the order refers to the volume of logs and lumber which the plant receives from the area in which it is located. What is meant by "the area in which the plant is located"?

A. Concentration yards and plants engaged in drying, sawing, edging, planing and other forms of processing lumber, generally serve the needs of several sawmills and are located in an area where timber is felled and logs are cut into lumber. This is the area in which the plant must be located in order for it to be classified as a concentration yard. The function of a concentration yard is to serve as an outlet for the lumber produced by sawmills. The function of a distribution yard is to provide a readily available source of supply for consumers. A concentration yard may have a retail sales department and be both a concentration yard and a distributor.

30. Q. Persons who own small timber tracts bring logs to a sawmill to be cut into lumber. The mill never takes title to the logs or the lumber but operates on a custom milling basis. Is there any restriction on the delivery of this lumber to the owner?

A. If the sawmill cuts more than 100,000 feet of lumber per year, whether it owns the logs or not, the lumber produced by the mill is restricted and can be delivered only in accordance with the provisions of Order L-335.

31. Q. Rough lumber is brought to a custom planing mill to be dressed. The mill does not take title to the lumber. Is there any restriction on delivery of lumber which is processed on this basis?

A. If the processed lumber is returned to the person who supplied it, there is no restriction on such delivery. However, if rough lumber is furnished by a sawmill or by a distributor for custom dressing and the owner requests that it be delivered to anyone who would need an authorization to receive lumber if he received it directly from the owner of the lumber, it may not be delivered to such a receiver unless he is authorized under Order L-335 to take receipt of such lumber and furnishes the proper certificate.

32. Q. A Millwork plant, in addition to manufacturing millwork from lumber which it is authorized to receive and use for this purpose, is occasionally requested to manufacture millwork on a custom basis without taking title to the lumber. Is there any restriction on the delivery of millwork which is made on this basis?

A. No. Millwork is a fabricated product and may be delivered and received without restriction under Order L-335. However, the person who supplies lumber and asks to have it manufactured into millwork for him must have an authorization to receive the lumber used for this purpose. If a sawmill or distribution yard wants its lumber made into millwork, it must have the same authority that would be required if the sawmill or distribution yard consumed such lumber on its own millwork department.

33. Q. What is meant by "production material" as used in Order L-335?

A. "Production material" means material to be incorporated into a product. Lumber is production material if it is to be incorporated into a table. Lumber required to crate the table is shipping material, and not production material. "Production material" excludes all material used for maintenance, repair and operating supplies.

34. Q. What is meant by the term "expressly" authorized by the War Production Board or any other Federal agency as used in paragraph (e) (2) and (j) (3) of the Order?

A. This means construction which has been authorized on one of the following forms under Order L-41. Forms GA-1456, WPB-2896, and WPB-2774 are now used to authorize construction under that order. In addition, there are various other orders and authorizations which are not generally used today, but construction which has heretofore been authorized under them is still proceeding. These orders and authorizations are: CMPL-224; CMPL-127; GA-235; GA-236; PD-443; PD-654; orders in the P-19 series; orders in the P-55 series; orders in the P-14 series; P-41; P-110; PD-3; PD-3A; and WPB-542.

35. Q. A plant operates a hardwood veneer mill and a basket factory. From the cores of its veneer bolts it cuts material which is used for basket bottoms and for crating purposes. Is an authorization needed to transfer these boards produced from veneer cores to the basket factory?

A. No. Material cut from hardwood veneer cores 6" to 8" in diameter is not considered lumber according to usual definitions, and no authorization is needed for its transfer or receipt.

36. Q. Douglas fir veneer mill cuts 2 x 4's and other standard items of lumber from its veneer cores. Are these items considered lumber under Order L-335?

A. Yes. These items are lumber, and delivery and receipt of these items is controlled by Order L-335.

Consumers

37. Q. A person has applied on Form 617 and has been given a rating for material and authority to begin construction. Is he authorized to use the certificate in paragraph (q) (1) on his lumber purchase orders?

A. Yes. Having made the application for authority to construct, he is the consumer of the lumber.

38. Q. A building contractor is doing work for others. The persons for whom the work is being done have applied to the War Production Board on Form 617 and have been given authority to begin construction. Is the contractor authorized to use the certificate in paragraph (q) (1) on lumber purchase orders?

A. No. The person for whom the contractor is doing the construction work is the user of the lumber. He must sign the certificate provided for in paragraph (q) (1), or he may delegate to the contractor authority to sign the certificate as his duly authorized official.

39. Q. A manufacturer of prefabricated houses on a custom basis uses lumber supplied to him by other persons. He does not take title to the lumber, but delivers the prefabricated units to the owner of the lumber. Does he need an authorization to receive this lumber?

A. No. The person who supplies him with the lumber and who receives the fabricated units is the one who needs authority to receive the lumber and who is entitled to issue a certified order for such lumber.

40. Q. An authorized consumer wishes to buy lumber from Canada. May he use the (q) (1) or (q) (2) certificate on his purchase order?

A. Yes. His Canadian supplier will need additional permission to ship the lumber to the United States, but will not be given this permission unless he has received a certified order.

41. Q. Is the definition of Class I Consumer in amended L-335 any different from the definition in the original Order?

A. Yes. Under the amended Order, a Class I Consumer is any consumer who has been granted an authorization on Form WPB-3640 to receive lumber. A person is not a Class I Consumer until he has filed his application on WPB-3640 and has been given an authorization. If he files an application and it is returned to him with instructions not to file further applications, he is no longer a Class I consumer.

42. Q. A person operates a lumber distribution yard, fabricating plant, and general merchandise business. He is not a Class I consumer, but his lumber requirements are increasing, and he may be required to file an application for the fourth quarter of 1944. He expects that he will need to receive lumber for the following purposes:

(1) He has filed Form WPB-617 and has been authorized to begin construction on a job which will take 20 thousand feet of lumber in the fourth quarter.

(2) He will need to receive 10 thousand feet for maintenance and repair of his own plant, on work which is permitted under Order L-41 without express authorization of the War Production Board.

(3) He will need to receive 150 thousand feet of lumber which will be sold to farmers and other consumers in his vicinity who can place certified orders for lumber.

(4) He will need to receive 40 thousand feet of lumber to be used in making ammunition boxes on a contract he has just received.

(5) He does some general contracting work and will need to receive 20 thousand feet of lumber to be used on construction jobs he will be doing for other persons.

(6) He will need to receive about 5 thousand feet of lumber to be used in boxing and crating material shipped from his plant.

(7) He does a retail business in millwork and will need to receive 2 thousand lineal feet of moulding, and storm sash and doors containing 10 thousand board feet of lumber.

Must he file Form WPB-3640 and, if so, for which of these items does he request authority to receive delivery of lumber?

A. The moulding and millwork are fabricated items and not lumber, and need not be considered at all. The total amount of lumber he will need to receive is 245 thousand board feet. However, he does not need to apply on Form WPB-3640 for authorization to receive lumber for all of these purposes. If he will refer to paragraph (e) (2) of Order L-335, he will note that lumber for certain purposes is not to be included in determining whether he is required to file the form. Among these are expressly authorized construction projects (his item 1), and lumber for resale (his item 3). If he will refer to paragraph (b) (6) of the order he will note that he is not the consumer of the lumber used in construction work done for other persons (his item 5). After subtracting lumber for purposes which are not to be included, he will need to receive 55 thousand board feet for maintenance and repair of his own plant, for making ammunition boxes, and for boxing and crating the products that he ships. This is the amount for which he should request permission to receive delivery.

43. Q. If the plant owner files an application according to the instructions in Question and Answer 42 above, he will get an authorization on Form WPB-3640 to receive not more than 55 thousand feet. Will he be authorized to receive the other 190 thousand feet of lumber he will need?

A. For the lumber needed to carry out the construction project which has been approved by WPB, he will be a Class II Consumer and as such may receive the lumber needed for that project. He will not get an authorization from the WPB for the lumber listed in Item 3 for resale. The ultimate users of this lumber will buy it from him on certified purchase orders and he will be permitted to extend their certificates in accordance with the provisions of Order L-335 relating to lumber distributors. The persons for whom he is doing the construction work will have their own authorizations for such lumber and their orders for lumber can be placed through him, but as a contractor he would not be authorized to place his own certification on the lumber order. The contractor may buy the lumber but the order will bear the certification of the person for whom he is doing the construction work. If a consumer authorizes a contractor to do so the contractor can sign a certification as the duly authorized agent of the consumer (see Question and Answer 38).

44. Q. A consumer filed Form WPB-3640 in April and received an authorization to receive lumber in the third quarter. He will not need to receive any lumber in the fourth quarter. Should he file WPB-3640 for the fourth quarter?

A. No. He should notify the War Production Board that he will not need to receive any lumber in the fourth quarter and he will be advised that he is no longer a Class I consumer and that he will not have to file.

45. Q. A sawmill operator uses his own lumber for repair work which is permitted under Order L-41 without express authorization of the War Production Board. He expects that he will need to use more than 50,000 board feet for this purpose in the fourth quarter. Should he file Form WPB-3640?

A. Yes. He must have authorization to withdraw lumber from his sawmill stock for these purposes just the same as he would need authorization if he were buying the lumber from someone else.

46. Q. A sawmill owner operates a box factory. Each quarter his box factory uses about 1 million feet of the lumber produced by his sawmill. How does he get authority to use this lumber in his box factory?

A. He must file application on Form WPB-3640 for his box factory to receive the lumber required by it. Lumber cannot be withdrawn from his sawmill stock for use in his box factory or for delivery to any other consumer except on certified orders as provided in Order L-335. When his box factory receives its authorization on Form WPB-3640 it will be qualified to use the certificate provided for in paragraph (q) (1) of Order L-335 to obtain the lumber it requires. The procedure is described in paragraph (w) of Order L-335. This also applies to the transfer of lumber from sawmill stock to a cut-up plant, dimension stock plant, or any other fabricating plant operated in conjunction with a sawmill.

47. Q. A consumer filed Form WPB-3640 asking for authority to receive 250 thousand feet of lumber during the third quarter. New contracts he has just received mean that he will need to receive 100 thousand feet in addition to the amount authorized. What should he do?

A. He should file a supplementary Form WPB-3640 requesting the additional amount required. He should clearly identify the application as a supplemental one and refer to his previous application and authorization.

48. Q. A consumer misunderstood the instructions on Form WPB-3640 when he filed it and did not include all the lumber he will need for the purposes to be reported on the application. What should he do?

A. He should file application on Form WPB-3640 for the amount he will require which was not originally reported, and explain the reasons why he is making this additional application.

49. Q. A person operates a distribution yard and a box factory. When he filed his Form WPB-3640 for the third quarter, he included with his lumber requirements some lumber which he needed for resale, and he received an authorization for the full amount. He now understands he should not have included lumber for resale. What should he do?

A. He should notify the War Production Board on Form WPB-3773 of the amount of lumber he does not need as a Class I consumer.

50. Q. Order L-335 provides for the return of authorization and the cancellation of purchase orders when any part of the amount authorized is not required during the quarter. This takes care of the situation if the authorized lumber has not been received by the applicant. A consumer was given an authorization to receive 100 thousand feet for the third quarter and this lumber was delivered to him. After he had used 40 thousand feet, the contract for which he was using the lumber was cancelled. What should he do with the 60 thousand feet he has in inventory?

A. He may use the lumber for other purposes if such use is in accordance with the provisions of Section 944.11 of Priorities Regulation 1, or he may dispose of the lumber in accordance with the provisions of Priorities Regulation 13.

51. Q. A lumber consumer normally buys lumber in carload lots from sawmills. His authority to receive lumber in the third quarter does not figure out to even carloads. Can he exceed his authorization to the extent necessary to permit him to continue buying in carlot quantities?

A. No. Usually he will be able to arrange carlot shipments to equal his authorization by requesting heavier loading than usual, or by pooling a car of lumber with someone located near him.

52. Q. A company has nine plants. Six of these plants maintain their individual inventory records of lumber; the other three are served from a common inventory for which only one record is kept. How should the company report its lumber requirements on Form WPB–3640?

A. It should make separate reports for each of the six plants having separate inventory records if as individual units they are required to file Form WPB–3640. One application should be filed covering the other three plants served by a common inventory if the requirements of the three combined necessitate the filing of an application.

53. Q. A company has three plants, each maintaining separate lumber inventory records. No individual plant will require 50 thousand feet of lumber per calendar quarter, but the combined requirements will exceed 50 thousand feet. Should this company report its combined requirements?

A. None of these plants is required to file. In determining in any instance whether any application should be filed depends on whether any individual unit maintaining an inventory record is required to file.

54. Q. A plant maintains one inventory record for lumber stored in three different places and all this lumber is used for maintenance and repair, crating or dunnage of the plant products. Should the plant file separate applications for each inventory maintained?

A. No. The plant should file only one report to include all lumber in inventory and complete plant requirements of lumber.

55. Q. A box plant operator in Indiana buys lumber in the South and stores it in the South. He also keeps a lumber inventory in his box plant in Indiana. How should he report on Form WPB–3640?

A. He should report the inventory at his box plant and the quantity stored elsewhere for use in his box plant. These should be combined in one report.

56. Q. After a Class I consumer receives his authorization on Form WPB–3640 to receive lumber, what must he do to actually get the lumber?

A. The consumer must find a supplier (a sawmill, a concentration yard, a retail or wholesale distribution yard, a commission man, a broker, or other supplier) who can accept his order for lumber, and he must endorse on each of his purchase orders the certification provided for in paragraphs (q) (1) or (q) (2) of Order L–335. This certification is the only authority or release required by the supplier before he can make shipment. Where a (q) (1) certification is used the order must bear the appropriate rating. No ratings may be used on orders bearing the (q) (2) certification.

57. Q. A Class I consumer who has been assigned a rating of AA–3 for lumber for production material was not able to place an order for the amount of lumber he was authorized to receive in the quarter for which he got the authorization. Can he place a certified order after the close of the quarter for lumber he was authorized to receive during the quarter?

A. No. Class I consumers may not place an order after the end of the quarter, nor may they order lumber for delivery after the quarter, for which they were authorized to receive the lumber, unless permission from the War Production Board has been granted.

58. Q. A Class I consumer received an authorization on Form WPB–3640 to receive 130 thousand board feet of lumber during the third quarter. He placed orders for delivery of this amount of lumber during the third quarter, but his supplier was unable to ship the full amount. May the Class I consumer receive the unshipped balance of his order after the end of the third quarter, and will such receipt of lumber count against his third or fourth quarter authorization?

A. So long as the lumber was ordered for delivery in the third quarter, the consumer may receive any lumber on this order shipped during the first month of the following quarter, and receipt of this lumber will be charged only against his third quarter authorization.

59. Q. A consumer did not file Form WPB–3640 for the second and third quarters of 1944 because his expected use of lumber was less than the required amount. He expects that in the fourth quarter he will need to receive more than 50,000 feet of lumber for the purposes to be reported on Form WPB–3640. Is he a Class I consumer?

A. No. He is not a Class I consumer but he is required to file Form WPB–3640 for the fourth quarter. He will become a Class I consumer when he receives an authorization on the form.

60. Q. A consumer did not file Form WPB–3640 for the third quarter of 1944 because he did not expect that he would need to receive more than 50 thousand feet of lumber for those purposes to be reported on the application form. He now discovers that he will need to receive more than 50 thousand feet in the third quarter in order to meet new contracts. What should he do?

A. As soon as he finds that his quarterly requirements for the purposes for which he is required to file WPB–3640 exceed 50 thousand feet, he should immediately file his application on that form.

61. Q. An operator of a small manufacturing plant is a Class II consumer because his lumber requirements for purposes which would require him to file Form WPB–3640 are less than 50 thousand board feet per quarter. Is he authorized under L–335 to use the certificate in paragraph (q) (1) to obtain all the lumber he needs?

A. The certificate may be used by him in obtaining lumber for any purpose which makes him a Class II consumer. It cannot be used on purchase orders for lumber for resale, for lumber for farm buildings and equipment, and for purposes for which he has not been assigned a preference rating. He is also forbidden to use this certificate for lumber for maintenance, repair and operating supplies unless he has a rating higher than AA–5 MRO for lumber for such purposes.

62. Q. Class I consumers are limited in the amount of lumber they may receive in any quarter by their authorization on Form WPB–3640. Is there any limit on the amount of lumber which can be received by a Class II consumer doing the same kind of business as a Class I consumer?

A. Yes. The receipts of a Class II consumer are restricted to the amount of lumber for which he has been authorized to use his preference ratings. To discover what amount of lumber this is, the Class II consumer should consult the regulation or preference rating order or certificate under which his ratings were assigned, and comply with the restrictions imposed by such regulation or order on the use of the preference rating assigned him as well as the general restrictions of Priorities Regulation 3. If a person is the type of Class II consumer defined in paragraph (j) (1) of Order L–335, he may not under any circumstances use a certificate to get more than 50 thousand board feet of lumber for purposes which make him that type of Class II consumer.

63. Q. How does a farmer get authority to receive lumber for the maintenance, repair and operation of his farm buildings and equipment?

A. He will get his authority to receive lumber for these purposes through procedures set up by the War Food Administration. He should get in touch with his local County Agricultural Conservation Committee for information on the procedures which have been set up by the War Food Administration for him to follow in getting his lumber.

64. Q. How does a farmer get authority to receive lumber for construction jobs which have been "expressly" authorized by the War Production Board?

A. Lumber for these purposes does not come out of the quota set up for the War Food Administration, and the farmer should not apply to his County Agricultural Conservation Committee for authority to receive lumber for this purpose. When using lumber for construction jobs which have been authorized on one of the forms mentioned in Q. and A. 34, the farmer is a Class II consumer and the authority on one of those forms to begin construction permits him to use the certificate provided for in paragraph (q) (1) of Order L–335 on his purchase orders for lumber.

65. Q. How does a farmer get authority to receive lumber for the maintenance and repair of his dwelling?

A. For this purpose, the farmer is classed with "all other consumers" and may place an uncertified and unrated order with a lumber distributor for such lumber.

66. Q. If a farmer needs to receive more than 50 thousand board feet of lumber per quarter for maintenance, repair and operation of farm buildings and equipment, and for new construction of farm buildings permitted by paragraphs (c) and (d) of Order L–41, should he file Form WPB–3640?

A. No. These are uses for which lumber requirements are not to be reported on the application form.

67. Q. A Class I consumer is engaged on a long term program which will require the use of lumber through the year 1945. He has been given an authorization on Form WPB–3640 for the third quarter of 1944. May he place certified orders for the delivery of lumber in the fourth and following quarters?

A. Yes. He may place certified orders for the delivery of lumber in future quarters for an amount of lumber not to exceed in any one future quarter, 50 percent of the amount he has been authorized to receive in any current quarter. He may use ratings on these orders for future delivery to the extent that he has been assigned ratings which will be valid for these future periods, after he has received an authorization in any future quarter his authorization for that quarter is the basis for orders placed in advance of that quarter.

Distributors

68. Q. In conjunction with his distribution yard, the owner operates a plant which makes box shook, millwork, and small dimension stock. How can he transfer lumber from his yard stock to his fabricating plant?

A. His fabricating plant must have authority either as a Class I or Class II consumer to receive lumber. This will be true whether the lumber is to be purchased from another person or transferred from his distributor's stock. The fabricating plant is not permitted to receive, and the yard is not permitted to transfer from distributor stock, an amount of lumber greater than the quantity which the fabricating plant is authorized under Order L–335 to receive in a quarter. The fabricating plant must furnish the distribution yard with the certificate provided for in paragraph (q) of Order L–335 for all lumber transferred, and the distribution yard must keep such certificates in its files.

69. Q. How is a lumber distribution yard authorized to replace in inventory lumber which it sells on certified orders to Class I and Class II consumers and farmers?

A. The distributor is authorized to place purchase orders with suppliers and to use on these orders the certificate provided for in paragraph (q) (3) of Order L–335 to the extent that he has consumers' certified orders. He will not pass the consumer's certificate on to his supplier, but will retain it in his files and issue his own (q) (3) certificate on orders he places with his suppliers. He may not extend certificates for an amount of lumber greater than the amount shown on the consumer's unextended certificates in his files.

70. Q. An operator of a distribution yard has received a certified order for items which he does not carry in stock. What procedure should he follow in obtaining these items to fill this order?

A. He may use the (q) (3) certificate, for an equal amount of lumber, on the order for these items which he places with his supplier.

71. Q. May a distribution yard sell lumber on any orders which are not certified in accordance with provisions of Order L–335?

A. Only to the extent that distribution yards may be authorized to make delivery on uncertified orders as provided in Direction 8 to Order L–335.

72. Q. Is there any provision in Order L–335 whereby distributors whose stocks of lumber are low may receive lumber to increase their inventories?

A. Yes. Order L–335 provides that distributors who were engaged in the business of selling lumber at wholesale or retail and who carried a lumber inventory prior to May 1, 1944, may apply to the War Production Board on Form WPB–3813 for authority to place a certified but unrated order with sawmills and to receive such additional quantities of lumber as may be authorized on that form. In placing such orders, the distributor may use the certification provided for in paragraph (q) (4) of Order L–335. The lumber received by distributors on these orders may be sold by them only on certified orders to their customers except to the extent that they may sell on uncertified and unrated orders as provided in Direction 8 to Order L–335.

73. Q. A small distribution yard wants to accumulate enough certified and rated orders so that it may extend these certificates for a full carload of lumber. By the time enough certificates for a carload have been accumulated, the ones received first are more than 90 days old. May the distributor extend the ratings on these certified orders after he has held them for 90 days?

A. Yes. Paragraph (o) (1) of Order L–335 provides that there is no time limit within which distributors must extend certified orders accepted for past or future delivery. This permits distributors to "basket" their ratings and to extend ratings which they could have extended 90 days earlier along with current ratings, notwithstanding the provisions of paragraph (h) (1) of Priorities Regulation No. 3.

Sawmills

74. Q. What types of orders may a sawmill accept?

A. A sawmill may accept certified and rated orders placed by an authorized consumer bearing a (q) (1) certificate, certified but unrated orders from a Class I consumer bearing a (q) (2) certificate, and orders from distributors bearing either the (q) (3) or (q) (4) certificates.

75. Q. Is there any difference in the treatment to be accorded each of these types of orders by sawmills?

A. Yes. Shipment may not be made on certified but unrated orders from Class I consumers or distributors bearing the (q) (2) or (q) (4) certificate if such shipment would interfere with the filling of a certified and rated order.

76. Q. Is there any limit on the amount of orders a sawmill may accept?

A. Yes. A sawmill may not accept certified and rated orders for delivery in any month in an amount exceeding 110 percent of its anticipated shipments of lumber in that month. A sawmill may accept as many orders bearing (q) (2) or (q) (4) certificates as it wants to but in order to protect the buyer, the sawmill should not accept more of these orders than it reasonably expects it may be able to ship.

77. Q. A sawmill may not accept certified, rated orders for delivery in any month in an amount exceeding 110 percent of its anticipated shipments of lumber in that month. Does this mean, for example, that if a mill, on the 20th of August, has booked certified and rated orders for delivery in October up to 110 percent of expected October shipments, that it cannot accept any more such orders?

A. No. The October shipping file remains flexible during August and if the mill, on the 21st of August, is offered an order which carries a higher rating than some of the orders on its October shipping schedule, the mill must accept this higher rated order. Because the acceptance of this order would bring total certified and rated orders for October shipment above 110 percent, orders for an equal amount of lumber bearing the lowest ratings would have to be dropped, and the person who placed the order which has been dropped must be notified of this fact.

78. Q. The order provides that if a mill has accepted certified and rated orders equal to 110 percent of its expected shipments by the beginning of the month prior to the month in which shipments are to be made, it cannot accept any more certified and rated orders. Does this mean that a mill's order file for September shipments is frozen on the first of August if certified and rated orders for September delivery equal 110 percent of expected September shipments?

A. Yes. Certified orders bearing a rating of AAA, and orders that the mill is required by either a direction or directive of the War Production Board to accept, are the only ones that can get on that order file.

79. Q. If, on the first of August, a mill has certified and rated orders for September delivery amounting to only 80 percent of its expected September shipments and it receives a certified and rated order during August, must the mill accept such order in accordance with the provisions of § 944.2 of Priorities Regulation No. 1?

A. Yes. The order must be accepted, and it will take precedence over any lower rated orders on the mill's books.

80. Q. Is there any provision whereby a mill's order file will be frozen for the first month in which Order L–335 is effective?

A. The order file for August will remain open during July until the mill has accepted certified and rated orders equal to 110 percent of anticipated August shipments, at which point the order file for August shipments becomes frozen and no more certified and rated orders for August delivery may be accepted.

81. Q. After a mill's order file for October delivery is filled in August with certified and rated orders, may the mill accept certified and unrated orders for October delivery?

A. Yes. There is no limit on the amount of these orders that a mill can accept, but it should be remembered that shipment cannot be made on certified and unrated orders if such shipment would interfere with shipment on certified and rated orders.

82. Q. A sawmill has accepted certified and rated orders for September delivery up to 110 percent of expected September shipments. During September the mill was able to ship only 80 percent of orders accepted for September shipment. The mill has also booked orders for 110 percent of its October shipment. What orders are to be shipped first during October?

A. The unshipped certified and rated orders for September delivery take precedence over orders scheduled for October delivery, even though these unshipped September orders bear lower ratings than the orders scheduled for October delivery. The unshipped September orders may be displaced only by orders rated AAA and such orders as the mill may have been required by a direction or directive of the War Production Board to fill in the early part of October.

83. Q. A sawmill has accepted certified and rated orders for delivery equal to 110 percent of expected shipments for a given month. During that month the mill receives an order bearing an AAA rating, which it is required to accept. Must the mill drop low rated orders for an equal amount of lumber, or may it exceed the 110 percent limit on acceptance of certified and rated orders?

A. The mill may exceed the 110 percent limitation to the extent that it receives AAA orders or orders which it was required by a direction or directive of the War Production Board to ship in that month, so long as these orders are received within 30 days preceding the month for which shipment is to be made. Lower rated orders are not dropped, and low rated orders that are not shipped during that month will be carried over to the following month and will have shipping precedence over any orders scheduled for delivery in the following month.

84. Q. Are sawmills authorized to accept uncertified and unrated orders?

A. Sawmills are permitted to accept uncertified and unrated orders only to the extent provided by directions issued under the order. Generally, this will be governed by Directions 1 to 7 inclusive.

85. Q. Directions 1 to 6 provide that a sawmill must not accept a military order after the beginning of the month preceding the month of shipment if the acceptance of the order will result in the displacement of other certified and rated orders calling for more than 10 percent of the sawmill's anticipated monthly shipments. What happens to orders displaced up to the 10 percent?

A. These orders are only displaced from that month's shipping schedule. Like other certified and rated orders which the mill is unable to fill in the month in which delivery was requested they are carried over to the next month and filled ahead of orders on the next month's schedule regardless of ratings.

86. Q. Referring again to the provision of Directions 1 to 6 stated in Question 85 a sawmill has accepted certified and rated orders for 110 percent of its anticipated monthly shipments. These orders were accepted before the beginning of the month preceding the month of shipment and the order file is frozen. Each of these orders calls for more than 10 percent of the mill's anticipated monthly shipment. If the military order is for 10 percent or a lesser percentage of the mill's anticipated monthly shipments it will interfere with filling of one of the other orders that are for more than 10 percent. Must the military order be accepted and what happens to the other certified and rated order?

A. The military order must be accepted. The sawmill should get in touch with the person placing the lowest rated order and advise him that all of his order cannot be filled during the month in which he requested shipment and ask the buyer whether he wants shipment on the part that still can be shipped with the balance being shipped at the beginning of the next shipping month ahead of other orders or whether he wishes to cancel his order and place it with another mill. The acceptance of the military order only displaces orders from the month's shipping schedule. If the order being displaced is for more than ten percent only that part of the order is displaced which calls for the amount required by the military.

Issued this 8th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10058; Filed, July 8, 1944; 11:31 a. m.]

PART 3290—TEXTILES, CLOTHING AND LEATHER

[General Limitation Order L–312, as Amended July 7, 1944]

INDUSTRIAL WIPING CLOTHS

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of industrial wiping cloths for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense.

§ 3290.76 *General Limitation Order L–312*—(a) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable regulations of the War Production Board as amended from time to time, except as otherwise provided herein.

(b) *Definitions.* (1) "Industrial wiping cloth" means any used cloth which has been reclaimed for industrial wiping and cleaning.

NOTE: Paragraphs (2) and (3), formerly paragraphs (3) and (4), redesignated, and former paragraph (2) deleted July 7, 1944.

(2) "Industrial wiping cloth processor" means a person who during any calendar month launders or causes to be laundered more than 12,000 pounds of reclaimed cloths for the purpose of selling them to any other person for use as industrial wiping cloths.

(3) "Direct military order" means an order for industrial wiping cloths to be delivered directly to the Army or Navy of the United States, the United States Maritime Commission, the War Shipping Administration, The Panama Canal, the Coast and Geodetic Survey, the Coast Guard, the Civil Aeronautics Authority, the National Advisory Committee for Aeronautics, or the Office of Scientific Research and Development.

(c) *Reservation of industrial wiping cloths for direct military usage.* Notwithstanding any preference rating or preference rating certificate:

During each calendar month beginning July, 1944, no industrial wiping cloth processor shall deliver more than 33⅓% by weight of his production of industrial wiping cloths on industrial or other non-military orders. The remaining 66⅔% shall either be delivered against direct military orders or set aside for delivery against future direct military orders, unless the War Production Board by specific authorization in writing releases such stock set aside or allocates it to some other person. (Requests for such authorization may be made by letter to the War Production Board stating the quantity and quality of cloths involved and other pertinent facts.) However, no industrial wiping cloths which are set aside for direct military orders need to be held for more than 30 days if the processor has no direct military orders calling for delivery within that time.

The processor shall include in the stock delivered or set aside against direct military orders all his wiping cloths meeting specifications for wiping cloths approved by the Federal Specifications Board of the Bureau of Ships of the Navy Department. This paragraph shall not, however, require the setting aside of more than 66⅔% of any processor's production of all cloths.

On or before the 10th day of each calendar month each wiping cloth processor shall report on Form WPB–3133 to the War Production Board as directed on said form.

These reporting requirements have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(d) *Restrictions on grading, processing and delivery of industrial wiping cloths.* No industrial wiping cloth grader or processor shall grade, process or deliver any industrial wiping cloth contrary to any specific direction which may be issued in writing from time to time by the War Prodution Board in order to meet designated military or industrial requirements.

(e) *Restriction on delivery and use of new textile products for wiping cloths.* No user of industrial wiping cloths shall use any new towels, new diapers or other new textile product as a substitute for industrial wiping cloths, and no person shall deliver any such product if he has reason to believe it will be used for this purpose. This restriction does not apply to mill ends or remnants or to new fabric made especially for use as industrial wiping cloths.

(f) *Records.* All persons affected by this order shall keep and preserve the records required by § 944.15 of Priorities Regulation 1.

(g) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter in triplicate, referring to the particular provision appealed from and stating fully the grounds of the appeal.

(h) *Communications to the War Production Board.* All reports required to be filed hereunder, and all communications concerning this order, shall, unless otherwise directed, be addressed to: War Production Board, Textile, Clothing and Leather Division, Washington, D. C., Ref.: L–312.

(i) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

Issued this 7th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10062; Filed, July 7, 1944; 4:18 p. m.]

PART 3293—CHEMICALS

[General Allocation Order M–300, Schedule 33]

HIGHER ALIPHATIC ALCOHOLS

§ 3293.1033 (*Schedule 33 to General Allocation Order M–300*—(a) *Definition.* "Higher aliphatic alcohol" means any one of the following:

(1) Capryl alcohol (known also as "methyl hexyl carbinol" and "2-octanol").

(2) Octanol (2-ethyl hexanol).

(3) Normal octanol (normal octyl alcohol).

(4) Normal decanol (normal decyl alcohol).

(5) Lauryl alcohol (any mixture of normal aliphatic alcohols containing more than 50% normal dodecanol).

(6) Oleyl alcohol (normal heptadecanol).

(7) Mixed higher aliphatic alcohols (any mixture of higher aliphatic alcohols containing less than 50% dodecanol and more than 80% of normal octanol, normal decanol, and lauryl alcohol, combined).

(b) *General provisions.* Higher aliphatic alcohols are subject to the provisions of General Allocation Order M–300 as Appendix B materials. The initial allocation date for oleyl alcohol is August 1, 1944, for capryl alcohol is July 1, 1942, when capryl alcohol first became subject to allocation under Order M–167 (revoked), and for octanol, normal octanol, normal decanol, lauryl alcohol and mixed higher aliphatic alcohols is September 1, 1943, when these alcohols first became subject to allocation under Order M–344 (revoked). The allocation period is the calendar month. The small order exemption without use certificate per person per month is as follows:

70 pounds of capryl alcohol.
370 pounds of octanol (2-ethyl hexanol).
50 pounds of normal octanol.
50 pounds of normal decanol.
360 pounds of lauryl alcohol.
40 pounds of oleyl alcohol.
50 pounds of mixed higher aliphatic alcohols.

(c) *Special provisions.* (1) Use, delivery and acceptance of delivery prior to August 1, 1944, of higher aliphatic alcohols other than oleyl alcohol will be authorized on the basis of applications filed in the form prescribed in Order M–344 (revoked). Oleyl alcohol is subject to allocation under this schedule beginning August 1, 1944.

(2) Restrictions on deliveries by suppliers shall apply to deliveries to other persons and not to intra-company deliveries, notwithstanding § 944.12 (intra-company deliveries) of Priorities Regulation No. 1, as amended.

(d) *Suppliers' applications on WPB-2947.* Each supplier seeking authorization to use or deliver shall file application on Form WPB–2947 (formerly PD–602). Filing date is the 20th day of the month before the proposed delivery month. Send three copies (one certified) to the War Production Board, Chemicals Bureau, Washington 25, D. C., Ref: M–300–33. A separate set of applications shall be filed for each higher aliphatic alcohol, but a consolidated application may be filed for all plants and warehouses.

The unit of measure is pounds. In Table II, first, list in Column 1 customers who have filed use certificates with the applicant, and in Column 1a enter each primary product and end use stated in each certificate; second, specify in Column 1 "aggregate exempt small orders" and leave Column 1a blank; third, the applicant may specify in Column 1 his own name, and in Column 1a the product and end use for which he requests authorization to use the higher aliphatic alcohol. Fill in the other columns of Table I and fill in Table II as indicated.

(e) *Customers' certified statements of use.* Each person placing a purchase order for delivery from all suppliers in any month of more of any higher aliphatic alcohol than the exempt quantity specified in paragraph (b) shall furnish each supplier with a certified statement of proposed uses as prescribed in Appendix D of General Allocation Order M–300. Primary product and end use may be specified as follows, for each higher aliphatic alcohol ordered:

(Primary product).
Chemical Manufacture (specify product).
Anti-foam.
Oil additive.
Solvent (describe use).
Detergent.
Wetting agent.
Other (specify).
(End use).
Industrial (specify product).
Civilian consumer goods (specify product).
Export (if Lend-Lease, specify contract number; if other exports, specify license number and consignee).
Military (specify branch of Service and contract and specification number).

If the higher aliphatic alcohol is to be resold or exported as such, proposed use may be specified as "For authorized resale", "For resale on exempt small orders" or "For export" (specify destination and export license number).

(f) *Budget Bureau approval.* The above reporting requirements have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(g) *Communications to War Production Board.* Communications concerning this schedule shall be addressed to War Production Board, Chemicals Bureau, Washington 25, D. C., Ref: M–300–33.

Issued this 8th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10060; Filed, July 8, 1944; 11:31 a. m.]

PART 3293—CHEMICALS

[Conservation Order M–374, as Amended July 8, 1944]

BEVERAGE CANE SPIRITS

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of industrial alcohol and of sugar, molasses, and grain, and facilities for the production of industrial alcohol, for defense, for private account and for export. The use of such raw materials as sugar, molasses and grain is necessary to the production of industrial alcohol for the manufacture of synthetic rubber and munitions. It is therefore deemed necessary and appropriate in the public interest and to promote the national defense, to allocate facilities for the production of beverage cane spirits (as defined in this order), and to control the importation of beverage cane spirits so as to prevent further uncontrolled diversion of sugar and molasses to the production of these spirits:

§ 3293.616 *Conservation Order M–374*—(a) *Definitions.* (1) "Beverage cane spirits" means ethyl alcohol of 50 proof or higher made from molasses, sugar, sugar cane or sugar cane juice, and produced for beverage purposes or tax paid for beverage purposes. The term includes any solution, compound or mixture containing ethyl alcohol of 50 proof or higher made from molasses, sugar, sugar cane or sugar cane juice, such as, for example, rum, cordials or gin.

(2) "Producer" means any person engaged in the production of beverage cane spirits.

(3) "Import" means to transport in any manner into the continental United States or into Puerto Rico, the Virgin Islands of the United States, or the territories of Hawaii and Alaska, from any foreign country, or from any territory or possession of the United States other than those mentioned above. It includes shipments into a free port, free zone or bonded custody of the United States Bureau of Customs (bonded warehouse) in the continental United States and shipments in bond into the continental United States for trans-shipment to Canada, Mexico or any other foreign country.

(4) Beverage cane spirits shall be deemed "in transit" if it is afloat, if an on-board ocean bill of lading has actually been issued with respect to it, or if it has actually been delivered to and accepted by a rail, truck, or air carrier, for transportation to a point within the continental United States.

(b) *Restrictions on production of beverage cane spirits.* On and after March 15, 1944, no person shall produce beverage cane spirits except as specifically authorized by the War Production Board. The provisions of this paragraph shall be applicable to the continental United States, Puerto Rico, the Virgin Islands of the United States and the territories of Hawaii and Alaska.

(c) *Restrictions on imports of beverage cane spirits.* On and after March 15, 1944, no person shall import, attempt to import, purchase for import, or make any contract or other arrangement for the importing of any beverage cane spirits without first having obtained authorization to do so from the War Production Board. This paragraph applies to the importation of beverage cane spirits regardless of the existence on March 15, 1944, or thereafter, of any contract or other arrangement for importation.

(d) *Applications for authorization to produce or import.* Any person requiring authorization to produce or import beverage cane spirits may apply by letter, in triplicate, to the War Production Board, stating the amount, by calendar quarter, of beverage cane spirits applicant desires to produce or import. Applicant must also state the amount of beverage cane spirits he has produced or imported, by calendar quarters, during the years 1940, 1941, 1942, 1943 and 1944. All quantities should be expressed in terms of proof gallons. It will be the policy of the War Production Board to permit production or importation of beverage cane spirits to the extent consistent with the fulfillment of requirements of sugar, molasses and industrial alcohol for the defense of the United States.

(e) *Exceptions.* Paragraphs (c) and (d) of this order do not apply:

(1) To beverage cane spirits which, on or before March 15, 1944, were in transit to a point within the continental United States; or

(2) To beverage cane spirits consigned as gifts or as samples, or for use as samples, or imported for personal use, where the quantity of each consignment or shipment is not more than 2.4 proof gallons. No person shall split up a single order of beverage cane spirits into smaller orders for the purpose of coming within this exception.

(3) To shipments of beverage cane spirits in bond into the continental United States for trans-shipment to Canada, Mexico or any other foreign country.

(4) To shipments of beverage cane spirits into the United States or its territories or possessions by members of the armed forces of the United States on duty outside the continental limits of the United States to the extent that such shipments are admitted free of all customs duty, charges or exactions, or internal revenue taxes imposed upon or by reason of importation, pursuant to Public Law 790, 77th Congress (Act of December 5, 1942).

(5) To beverage cane spirits consigned to diplomatic representatives of any foreign government for their personal use or for the use of members of their staff.

NOTE: Subparagraph (6), formerly (4), redesignated July 8, 1944.

(6) To any bank or other person who participates, by financing or otherwise, in any arrangement which such bank or person knows or has reason to know involves the importation after March 15, 1944 of beverage cane spirits, provided such bank or person either has received a copy of the authorization issued by the War Production Board under the provisions of paragraph (d), or is satisfied from known facts that the proposed transaction comes within the exceptions set forth in this paragraph (e).

(f) *Special directives.* The War Production Board may from time to time issue special directives to producers concerning the kind of raw materials which

may be used for the production of beverage cane spirits. This paragraph applies only to the continental United States, Puerto Rico, the Virgin Islands of the United States and the territories of Hawaii and Alaska.

(g) *Applicability of regulations.* This order and all transactions affected hereby are subject to all applicable regulations of the War Production Board, as amended from time to time.

(h) *Reports.* No beverage cane spirits, which are imported after March 15, 1944, shall be entered through the United States Bureau of Customs for any purpose (other than pursuant to paragraphs (e) (2), (e) (3), and (e) (4) of this order) whether for consumption, for warehouse, in transit, in bond, for re-export, for appraisal, or otherwise, unless the person making the entry shall file with the entry a certificate in duplicate, stating the following information: (1) Name of importer; (2) Date of bill of lading (this is only necessary if the beverage cane spirits were in transit on or before March 15, 1944); (3) Date and number of importer's WPB authorization; (4) Quantity of beverage cane spirits covered by the entry; (5) Port of entry; (6) Port of origin of shipment. The certificate shall be signed manually by a duly authorized official of the importer or as provided by Priorities Regulation No. 7. The standard form of certification provided in Priorities Regulation No. 7 may not be used instead of the certificate described above. The filing of such certificate a second time shall not be required upon any subsequent entry of the same shipment of beverage cane spirits through the United States Bureau of Customs for any purpose; nor shall the filing of such certificate be required upon the withdrawal of any beverage cane spirits from bonded custody of the United States Bureau of Customs, regardless of the date when such material was first transported into the continental United States. Both copies of the certificate shall be promptly transmitted by the Collector of Customs to the War Production Board, Chemicals Bureau, Washington 25, D. C., Reference M-374.

(i) *Bureau of the Budget Approval.* The reporting provisions of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(j) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any person may be prohibited from making or obtaining further deliveries of or from processing or using, material under priority control and may be deprived of priorities assistance.

(k) *Communications.* All communications concerning this order shall be addressed to the War Production Board, Chemicals Bureau, Washington 25, D. C., Reference M-374.

Issued this 8th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10064; Filed, July 8, 1944; 11:13 a. m.]

PART 3294—IRON AND STEEL PRODUCTION

[General Preference Order M-21-b-1, as Amended July 8, 1944]

GENERAL STEEL PRODUCT DISTRIBUTORS

§ 3294.81 *General Preference Order M-21-b-1*—(a) *Purpose and scope.* This order tells how a distributor obtains deliveries of general steel products for his own stock or for direct delivery to his customers. The rules governing his purchases of merchant trade products are contained in General Preference Order M-21-b-2, and the rules governing his deliveries of all types of steel products to consumers are contained in CMP Regulation No. 4.

(b) *Definitions.* For the purposes of this order:

(1) "Steel" means carbon steel, alloy steel, and wrought iron, in the forms and shapes listed in Schedule I to CMP Regulation No. 1.

(2) "Alloy steel" means alloy steel as defined in Order M-21-a.

(3) "Carbon steel" means any steel (including wrought iron) other than alloy steel.

(4) "General steel product" means any of the steel products listed in Schedule A of this order.

(5) "Product group" means any of the 17 numbered groups of general steel products listed in Schedule A of this order.

(6) "Type" means (i) carbon steel, or (ii) stainless steel, or (iii) other alloy steel.

(7) "Base tonnage" of a distributor for any product group and type at any location means the tonnage of that product group and type certified to that distributor for that location by the War Production Board on form GA-996. In general, the base tonnage of any product group and type for any location will be the tonnage delivered by that distributor from his stock at that location during the first three months of 1941. In no event will a base tonnage be established for a distributor at any location except for product groups and types which he was regularly receiving into stock from producer on or before August 9, 1941.

(8) "Distributor" means any person (including a warehouse, jobber, dealer, or retailer) who receives physical delivery of steel into his stock for sale or resale in the same form, or after performing such operations as cutting to length, shearing to size, torch cutting or burning to shape, sorting and grading, pipe threading, or corrugating or otherwise forming sheets for roofing and siding. A person who, in connection with any sale, bends, punches or fabricates steel for final use or assembly shall not be considered a distributor with respect to that sale. The term "distributor" excludes any person who purchases steel for resale who does not actually take physical delivery of the material into his stock at a location regularly maintained by him for such purpose. The activities of such a person are governed by the terms of Direction 48 to CMP Regulation No. 1.

(9) "Delivery" includes deliveries received on consignment.

(c) *Purchases for stock—(1) From a producer; only replacement orders permitted.* A distributor may not order general steel products for his stock from a producer except to replace general steel products delivered from his stock at one or more locations during the previous 90 days to consumers in accordance with CMP Regulation No. 4, or to other distributors in accordance with this order, plus scrap accumulated in the course of warehouse operations and actually sold to a scrap dealer or melter and reported to the War Production Board on Form WPB-2888, and which he has not previously replaced or ordered for replacement. A distributor may not, however, use any delivery from his stock authorized by the War Production Board pursuant to an appeal filed by him under Direction 44 to CMP Regulation No. 1 to support a stock replacement order. Within these limits, a distributor may order any general steel product for his stock from any producer.

(2) *From a producer; limits on product groups.* No distributor may order from a producer for his stock, and no producer may deliver to a distributor's stock, any carbon type steel plates (product group No. 3), mechanical tubing (product group No. 8), pressure tubing (product group No. 9) or sheets and strip, hot rolled (product group No. 11) unless the distributor has a base tonnage for carbon steel in the product group ordered. No distributor may order any carbon steel in any of these product groups from producers for delivery to his stock during any calendar quarter in excess of 150% of his carbon steel base tonnage for such product group.

(3) *From another distributor; replacement orders.* A distributor may order general steel products for stock replacement from another distributor in the same manner and subject to the same restrictions as when he purchases from a producer. However, such orders shall not be subject to the restrictions contained in paragraph (c) (2) of this order.

(4) *From another distributor; salvaged and excess steel.* In addition, a distributor may order for his stock from another distributor any general steel product items which the latter has purchased from a holder of idle or excess inventories in accordance with paragraph (c) (5) of this order, or has salvaged from material purchased as scrap. Such material does not have to be ordered on a replacement basis, and previous deliveries from stock are not needed to support such an order. However, the distributor making such a delivery may not use it to support his own stock replacement order with a producer or another distributor.

(5) *From a holder of idle or excess inventories.* In addition, a distributor may order any general steel products for his stock from a holder of idle or excess inventories. Such material does not have to be ordered on a replacement basis, and previous deliveries from stock are not needed to support such an order.

(6) *How to place orders.* Each distributor to whom the War Production Board has issued a GA-996 warehouse certificate shall file once with each of his producer suppliers of general steel products a copy of the front page of the GA-996 warehouse certificate most recently issued to him. The copy of the GA-996 certificate received by a producer from a distributor may be used by the producer to verify the existence of a base tonnage on any particular product group. Each purchase order for general steel products placed for shipment to a distributor's stock must bear the words, "For distributor's stock." On orders placed with producers for product groups for which the distributor has a base tonnage for the location where the material will be received into stock, he should also place the serial number assigned him on his GA-996 certificate; but this serial number must not be used on any other sort of order. In addition, an order placed under paragraph (c) (4) must bear the word "salvage" or "excess" to show that the order is for the sort of material described in that paragraph. This will constitute a representation to the seller and to the War Production Board that the purchase order complies in all respects with the requirements of this order. No other endorsement or form is required.

(7) *Status of orders for delivery to stock.* An order placed with a producer in accordance with this paragraph (c) and bearing the distributor's serial number, or an order placed with a holder of idle or excess inventories, will be considered an authorized controlled material order. Any other order placed in accordance with this paragraph (c) may, but need not, be accepted; any part of the order which is accepted will be considered an authorized controlled material order.

(d) *Purchases for direct delivery to a customer—(1) Placing of orders.* A distributor who receives from a customer an order which he is permitted to fill under CMP Regulation No. 4 or under paragraph (c) above, or an order which has been specifically authorized by the War Production Board, and who wishes to arrange for direct delivery from a supplier to the customer, must furnish with his own purchase order a copy of the endorsement received by him from the customer including the customer's name, or a copy of the specific permission granted by the War Production Board. The distributor may not specify delivery to his own warehouse unless the order is for less than a minimum carload; and in the latter case, the material must be promptly redelivered by him to his customer. A distributor may not use any such sale to support an order for stock replacement.

(2) *Status of orders.* An order placed in accordance with this paragraph (d) may, but need not, be accepted by the supplier. Any part of the order which is accepted shall be considered an authorized controlled material order. If a producer rejects such an order designating shipment to a consumer when he has open space available to fill it, he must immediately notify the distributor in writing that he is prepared to fill an authorized controlled material order direct from the consumer or through another person.

(e) *Warehouse load directives.* A distributor may place orders in accordance with paragraph (c) for any general steel product with any producer. However, when necessary to secure an equitable distribution of any scarce general steel product, the War Production Board may direct producers to reserve each month a part of their production of such product to fill authorized controlled material orders bearing distributors' serial numbers. In order to take advantage of the tonnage reserved for any month, a distributor must submit his orders in accordance with paragraph (c) to a producer not later than the expiration date stated in the warehouse load directive. A producer may fill distributors' orders for that month received after the expiration date but may not reserve any space for them. A producer may not, until after the expiration date, schedule distributors' orders which do not bear a serial number.

(f) *Earmarked warehouse stocks.* The War Production Board may establish earmarked stocks of general steel products with any distributor. Deliveries to and from such stocks must be made in accordance with specific directions which will be issued to the distributor when the earmarked stock is established.

(g) *Establishing an initial stock.* This paragraph covers three groups: persons who have not previously been authorized to act as distributors of general steel products, distributors wishing to purchase for stock a product group which they have not previously handled, and distributors who have not previously purchased general steel products from producers but who now wish to do so.

(1) *New distributors.* Hereafter, any person who wishes to become a distributor of any general steel product from stock at a location not in operation prior to April 1, 1944, may do so only by purchasing his entire working stock from holders of idle or excess inventories in accordance with paragraph (c) (5) of this order. Deliveries from such stock may be replaced in accordance with paragraph (c) of this order. The term "working stock" includes all of the tonnage deemed necessary by the distributor to maintain operations at the new location at a satisfactory level under this order. Each location established by any person pursuant to this paragraph (g) (1) shall hereafter be considered a separate distributor subject to all of the terms of this regulation even though the location may only represent the addition of another unit to a group operated by one distributor.

(2) *New product lines or sources of supply.* A distributor wishing to add a new general steel product group to his stock, or any distributor who wishes to place orders with producers for the first time may do so by placing orders in the manner authorized by paragraph (c) of this order.

(h) *General provisions—(1) Reports.* Each distributor must file a quarterly report on form WPB-2888 for each location at which his total base tonnage of general steel products, or his receipts of general steel products into stock from producers during the quarter, exceeds 150 tons. In addition, if his base tonnage of tool steel (product group No. 7) for any location, or his receipts of tool steel into stock at any location from producers during the quarter, exceed 25 tons, he must file this report. Each report must be filed in duplicate with the Bureau of the Census, Washington 25, D. C., on or before the 15th day of January, April, July and October. Each distributor, even though he is not required to file this report, must maintain for at least two years a record of his shipments from stock, receipts into stock, and inventory of each product group on hand at the end of each calendar quarter. This record must be available for inspection at any time by authorized representatives of the War Production Board.

(2) *Appeals.* Any appeal from this order must be made by letter referring to the particular provision appealed from and stating fully the grounds for the appeal. In emergency cases, appeal may be made by telegraph.

(3) *Communications to War Production Board.* All appeals or other communications concerning this order should be addressed to the Warehouse Branch, Steel Division, War Production Board, Washington 25, D. C., References: M-21-b-1.

(4) *Violations.* Any distributor or other person who wilfully violates any provision of this order or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under prior-

ity control and may be deprived of priorities assistance.

(5) *Special instructions.* The War Production Board may from time to time issue instructions to distributors with respect to making, withholding, accepting or refusing deliveries.

This amended order shall become effective July 15, 1944.

NOTE: The record keeping and reporting provisions of this order have been approved by the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

Issued this 8th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

SCHEDULE A—GENERAL STEEL PRODUCTS

	Types of steel included		
	Carbon	Stainless	Other alloy
1. Ingots, blooms, billets, slabs, tube rounds, die blocks, sheet and tin bars	x	x	x
2. Structural shapes and piling	x	----	x
3. Plates (universal and sheared including skelp)	x	x	x
4. Rails and track accessories	x	----	x
5. Hot rolled bars—except concrete reinforcing bars but including forged, galvanized, and wrought iron bars	x	x	x
6. Cold finished bars	x	x	x
7. Tool steel, including drill rod	x	----	x
8. Mechanical tubing	x	x	x
9. Pressure tubing	x	x	x
10. Wire rods (for wire drawing only)	x	x	x
11. Sheets and strip, hot rolled	x	x	x
12. Sheets and strip, cold reduced	x	x	x
13. Tin mill black plate	x	----	----
14. Sheets and strip, all other (except tin plate, short ternes, and galvanized)	x	----	----
15. Wheels and axles (including steel tires and rims)	x	----	x
16. Castings (rough castings only)	x	x	x
17. Concrete reinforcing bars (unfabricated)	x	----	----

[F. R. Doc. 44-10061; Filed, July 8, 1944; 11:32 a. m.]

PART 3294—IRON AND STEEL PRODUCTION

[General Preference Order M-21-b-2, as Amended July 8, 1944]

MERCHANT TRADE PRODUCTS DISTRIBUTORS

§ 3294.86 *General Preference Order M-21-b-2*—(a) *Purpose and scope.* This order tells how a distributor obtains deliveries of merchant trade products for his own stock or for direct delivery to his customers. The rules governing his purchases of general steel products are contained in Order M-21-b-1, and the rules governing his deliveries of all types of steel products to consumers are contained in CMP Regulation No. 4.

(b) *Definitions.* (1) "Steel" means carbon steel, alloy steel, and wrought iron, in the forms and shapes listed in Schedule 1 to CMP Regulation No. 1.

(2) "Merchant trade products" means any of the steel products listed in Schedule I of this order.

(3) "Product group" means any of the 12 numbered groups of merchant trade products listed in Schedule I of this order.

(4) "Base period" means

(i) For merchant trade products in product groups 20–28, inclusive, the calendar year 1940.

(ii) For merchant trade products in product groups 24–31, inclusive, the 12 months ending June 30, 1941.

(5) "Base tonnage" of a distributor for any product group at any location means the tonnage of that product group delivered by producers to his stock at that location during the base period, or such other tonnage as may be specifically established by the War Production Board. By the use of Form WPB-2889 a distributor can shift his base tonnage for any product group from one producer to another.

(6) "Distributor" means any person (including a warehouse, jobber, dealer, or retailer) who receives physical delivery of steel into his stock for sale or resale in the same form, or after performing such operations as cutting to length, shearing to size, torch cutting or burning to shape, sorting and grading, pipe threading, or corrugating or otherwise forming sheets for roofing and siding. A person who, in connection with any sale, bends, punches or fabricates steel for final use or assembly shall not be considered a distributor with respect to that sale. The term "distributor" excludes any person who purchases steel for resale who does not actually take physical delivery of the material into his stock at a location regularly maintained by him for such purpose. The activities of such a person are governed by the terms of Direction 48 to CMP Regulation No. 1.

(7) "Delivery" includes deliveries received on consignment.

(8) "Minimum carload" means a carload weighing not less than 40,000 lbs.

(c) *Purchases for stock*—(1) *From a producer; only replacement orders permitted.* A distributor may not order merchant trade products for his stock from a producer except to replace merchant trade products which he delivered from his stock at one or more locations during the previous 12 months to consumers in accordance with CMP Regulation No. 4 or to other distributors in accordance with this order, and which he has not previously replaced or ordered for replacement. A distributor may not, however, use any delivery from his stock authorized by the War Production Board pursuant to an appeal filed by him under Direction 44 to CMP Regulation No. 1 to support a stock replacement order. Within these limits, a distributor may order any merchant trade product for his stock from any producer. When placing orders with producers a distributor should, so far as possible, specify deliveries in not less than minimum carload quantities in order to save transportation.

(2) *From another distributor; replacement orders.* A distributor may order merchant trade products for stock replacement from another distributor in the same manner and subject to the same restrictions as when he purchases from a producer.

(3) *From another distributor; salvaged and excess steel.* In addition, a distributor may order for his stock from another distributor any merchant trade product items which the latter has purchased from a holder of idle or excess inventories in accordance with paragraph (c) (4) of this order, or has salvaged from material purchased as scrap. Such material does not have to be ordered on a replacement basis, and previous deliveries from stock are not needed to support such an order. However, the distributor making such a delivery may not use it to support his own stock replacement order with a producer or another distributor.

(4) *From a holder of idle or excess inventories.* In addition, a distributor may order any merchant trade products for his stock from a holder of idle or excess inventories. Such material does not have to be ordered on a replacement basis, and previous deliveries from stock are not needed to support such an order.

(5) *How to place orders.* Each order for merchant trade products for shipment to a distributor's stock must bear the words "For distributor's stock." In addition, an order placed under paragraph (c) (3) must bear the word "salvage" or "excess" to show that the order is for the sort of material described in that paragraph. This will constitute a representation to the seller and to the War Production Board that the purchase order complies in all respects with the requirements of this order. No other endorsement or form is required.

(6) *Status of orders for delivery to stock.* An order placed with a producer in accordance with this paragraph (c) for delivery of a merchant trade product to stock at a location where the distributor has a base tonnage for that product group with that producer, or an order placed with a holder of idle or excess inventories, will be considered an authorized controlled material order. Any other order placed in accordance with this paragraph (c) may, but need not be accepted; any part of the order which is accepted will be considered an authorized controlled material order.

(d) *Purchases for direct delivery to a customer*—(1) *Placing of orders.* A distributor who receives from a customer an order which he is permitted to fill under CMP Regulation No. 4 or under paragraph (c) above, or an order which has been specifically authorized by the War Production Board, and who wishes to arrange for direct delivery from a supplier to the customer, must furnish with his own purchase order a copy of the endorsement received by him from the customer including the customer's name, or a copy of the specific permission granted by the War Production Board. The distributor may not specify delivery to his own warehouse unless the order is for less than a minimum carload; and in the latter case, the material must be promptly redelivered by him to his customer. A distributor may not use any such sale to support an order for stock replacement.

(2) *Status of orders.* An order placed in accordance with this paragraph (d) may, but need not, be accepted by the supplier. Any part of the order which is accepted shall be considered an authorized controlled material order. If a producer rejects such an order designating shipment to a consumer when he has open space available to fill it, he must immediately notify the distributor in writing that he is prepared to fill an authorized controlled material order direct from the consumer or through another person.

(e) *Warehouse load directives.* A distributor may place orders in accordance with paragraph (c) for any merchant trade product group with any producer. However, when necessary to secure an equitable distribution of any scarce merchant trade product, the War Production Board may direct producers to reserve each calendar quarter a part of their production of such product to fill authorized controlled material orders from distributors for whom they have a base tonnage covering a specific location or locations. In order to take advantage of any such reserved tonnage, a distributor must submit his orders in accordance with paragraph (c) to the producer then holding his base tonnage, not later than the expiration date stated in the warehouse load directive. A producer may fill distributors' orders for that quarter received after the expiration date, but may not reserve any space for them. A producer must consider the first orders for any product group received from any distributor for delivery in a particular calendar quarter as applicable to the tonnage of such product group reserved for that distributor during that quarter. In addition to the tonnage of any product group which a distributor may order against the amount reserved for him by a warehouse load directive, he may place other properly supported orders for that product group with the same or any other producer in accordance with paragraph (c). However, a producer may not schedule such orders for delivery until after his obligations under the warehouse load directive have been filled, or unless when the order is received he knows that he will have material for shipment to distributors over and above the tonnage required to satisfy his warehouse load directive.

(f) *Earmarked warehouse stocks.* The War Production Board may establish earmarked stocks of merchant trade products with any distributor. Deliveries to and from such stocks must be made in accordance with specific directions which will be issued to the distributor when the earmarked stock is established.

(g) *Establishing an initial stock.* This paragraph covers three groups: persons who have not previously been authorized to act as distributors of merchant trade products, distributors wishing to purchase for stock a product group which they did not handle during the base period, and distributors who did not purchase merchant trade products from producers during the base period but who now wish to do so.

(1) *New distributors.* Hereafter, any person who wishes to become a distributor of any merchant trade product from stock at a location not in operation prior to April 1, 1944, may do so only by purchasing his entire working stock from holders of idle or excess inventories in accordance with paragraph (c) (4) of this order. Deliveries from such stock may be replaced in accordance with paragraph (c) of this order. The term "working stock" includes all of the tonnage deemed necessary by the distributor to maintain operations at the new location at a satisfactory level under this order. Each location established by any person pursuant to this paragraph (g) (1) shall hereafter be considered a separate distributor subject to all of the terms of this regulation even though the location may only represent the addition of another unit to a group operated by the distributor.

(2) *New product lines or sources of supply.* A distributor wishing to add a new merchant trade product group to his stock, or any distributor who wishes to place orders with producers for the first time may do so by placing orders in the manner authorized by paragraph (c) of this order.

(h) *General provisions*—(1) Reports. Each distributor who has a base tonnage for any of the following groups of merchant trade products at any one location in excess of that shown below must file with the Bureau of the Census, Washington, D. C., a quarterly report for such location in duplicate on Form WPB-2892.

	Net tons
Pipe (product groups 20–21)	240
Tin and terne plate (product group 22)	240
Galvanized, lead coated, or painted sheets and strip, including roofing and siding, valley, ridge roll, and flashing (product group 23)	240
Wire products (product groups 24–31)	240

This report must also be filed by a distributor for any of his warehouses which during the quarter receives into stock from producers over 100 tons of merchant trade products. Each distributor, whether or not he is required to file this report, must maintain for a period of not less than two years a record of his shipments from stock, receipts into stock, and inventory of each product group on hand at the end of his fiscal year. This record must be available for inspection at any time by authorized representatives of the War Production Board.

(2) *Appeals.* Any appeal from this order must be made by letter referring to the particular provision appealed from and stating fully the grounds for the appeal. In emergency cases, appeal may be made by telegraph.

(3) *Communications to War Production Board.* All appeals or other communications concerning this order should be addressed to the Warehouse Branch, Steel Division, War Production Board, Washington 25, D. C., Reference: M-21-b-2.

(4) *Violations.* Any distributor or other person who wilfully violates any provisions of this order or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(5) *Special instructions.* The War Production Board may from time to time issue instructions to distributors with respect to making, withholding, accepting or refusing deliveries.

This amended order shall become effective July 15, 1944.

NOTE: The record keeping and reporting provisions of this order have been approved by the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

Issued this 8th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

SCHEDULE I—MERCHANT TRADE PRODUCTS

Product group number	*Description*
20.	Standard and line pipe, water well tubular products, and couplings (includes steel and wrought iron pipe).
21	Oil country casing, tubing, and drill pipe, and couplings.
22	Tin plate and terne plate (short ternes).
23	[1] Galvanized, lead coated, or painted sheets and strip (including galvanized flat sheets purchased for the manufacture of roofing and siding), formed roofing and siding (painted, black, galvanized, or lead coated), valley, ridge roll, and flashing.
24	Wire rope and strand.
25	Nails (cut and wire), fence and netting staples.
26	Wire, drawn.
27	Wire bale ties.
28	Wire (barbed and twisted), and wire fence (woven or welded).
29	Wire netting.
30	Fence posts.
31	Welded wire concrete reinforcing fabric.

[F. R. Doc. 44-10062; Filed, July 8, 1944; 11:32 a. m.]

PART 3299—HIGHER ALIPHATIC ALCOHOLS

[Allocation Order M-344, Revocation]

Section 3299.1 *Allocation Order M-344* is hereby revoked. This revocation does not affect any liabilities incurred under the order.

Higher aliphatic alcohols are subject to allocation under General Allocation Order M-300 as Appendix B materials,

[1] With the approval of the producer receiving such an order, substitution of black sheets (21 gauge and lighter) may be made for galvanized flat sheets of the same gauge.

subject to Schedule 33 issued simultaneously with this revocation.

Use, delivery and acceptance of delivery prior to August 1, 1944, of those higher aliphatic alcohols heretofore subject to Order M-344, will be authorized on the basis of applications filed in the form heretofore prescribed in Order M-344.

Issued this 8th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10063; Filed, July 8, 1944; 11:31 a. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S-576]

ELECTRIC MOTORS CORPORATION

Electric Motors Corporation, a corporation doing business at 111 South Meridian Street, Indianapolis, Indiana, is engaged in the business of purchasing and selling electric motors. Between May 5, 1943, and September 15, 1943, the corporation sold more than 1000 new fractional horsepower electric motors on unrated purchase orders, in violation of Limitation Order L-123. The corporation was familiar with the provisions of Limitation Order L-123, and its actions constituted a wilful violation of that order.

These violations have hampered and impeded the war effort of the United States by diverting scarce material to uses not authorized by the War Production Board. In view of the foregoing, it is hereby ordered, that:

§ 1010.576 *Suspension Order No. S-576.* (a) Electric Motors Corporation, its successors or assigns, is hereby prohibited from accepting delivery of or receiving any new fractional horsepower electric motors and generators as defined in Limitation Order L-123, unless hereafter specifically authorized in writing by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve Electric Motors Corporation, its successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(c) This order shall take effect on July 8, 1944, and shall expire on November 8, 1944.

Issued this 1st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10070; Filed, July 8, 1944; 4:47 p. m.]

PART 1029—FARM MACHINERY

[Limitation Order L-257-a, as Amended July 10, 1944]

EXPORTS

§ 1029.16 *Limitation Order L-257-a*—(a) *What this order does.* This order describes the rules governing the manufacture for export of machinery and equipment (both farm and non-farm) and repair parts, and supplements Limitation Order L-257 covering domestic production. All general provisions of the domestic order, such as definitions and rules for production schedules, will apply to producers for export under this order, unless this order indicates otherwise. It is expected that this order L-257-a will be the basic export order from year to year, but that "applicable export schedules" of quotas will be issued for each "current quota period", just as explained in Order L-257 for domestic quotas. It may be assumed that the applicable export schedules in effect at any particular time will continue into the next "current quota period", until such time as new schedules are issued.

(b) *Additional definitions.* The definitions of Order L-257, unless otherwise indicated in this order, shall apply for the purpose of this order, and also the following:

(1) "Base shipment" means one-half the net shipping weight of the total quantity (as reported on Form PD-388) of farm machinery and equipment and repair parts in the aggregate exported by a producer during the calendar years 1940 and 1941 combined to any country or group of countries (except Canada) listed on an applicable export schedule.

(2) "Lend-Lease order" means any order for machinery and equipment (both farm and non-farm) or repair parts placed by any agency of the United States Government in response to a requisition filed pursuant to the Act of March 11, 1941, entitled "An Act to Promote the Defense of the United States" (Lend-Lease Act).

(3) "Applicable export schedule" means any schedule which relates to a current quota period and fixes manufacturing quotas for the foreign country or countries listed for that period.

(c) *Restrictions on production for export*—(1) *General export quotas (except Canada).* During any current quota period, no producer shall manufacture for shipment, or ship, to foreign countries more machinery and equipment (both farm and non-farm) and repair parts than his quota for the particular country or countries, as indicated on the applicable export schedule. Where countries are listed on an applicable export schedule as a group with only one quota percentage, the producer's quota for all countries in the group as a whole is the listed percentage of his base shipments to those countries. Where countries are listed individually with separate quota percentages, the producer's quota for each country is the applicable percentage of his base shipment to that country. Where the quota percentage is 0% for any country or group of countries listed, or where a particular foreign country is not listed at all, shipments can be made only by getting a special quota under paragraph (c) (4). These special quotas will be given only as the need arises.

Each export quota for a country or group of countries (except Canada) is an over-all tonnage, which the producer can divide up among farm machinery and equipment, non-farm machinery and equipment, and repair parts, as he chooses.

Exceptions to these general rules are stated in paragraph (d).

(2) *Canadian quotas.* During any current quota period, no producer shall manufacture for shipment to Canada more of any item of farm machinery and equipment (in units) or attachments (by weight) than his quota as indicated on the applicable export schedule. For each item of farm machinery and equipment (excluding attachments) the producer's quota is half the number of that item (in units) shipped by him to Canada during the calendar years 1940 and 1941, multiplied by the percentage shown for the item on the schedule. (Non-farm machinery and equipment is not included in the above quotas and may not be shipped to Canada.

For each item of attachments, the quota is half the net shipping weight of that item shipped by the producer to Canada during the calendar years 1940 and 1941, multiplied by the percentage shown for the item on the schedule. However, the producer may choose to lump all attachments as explained in paragraph (d) (3).

There is no quota limitation on the manufacture of repair parts for Canada. However, it is necessary to comply with paragraph (e) with respect to production schedules.

Exceptions to these general rules are stated in paragraph (d).

(3) *Special restrictions.* No producer shall manufacture for shipment, or ship, to any foreign country (including Canada):

(i) Any item of farm machinery and equipment requiring rubber tires except the following items:

Wheel type tractors including garden type.
Combines.
Pick-up hay balers and field hay harvesters.
Corn pickers.
Power sprayers over ten gallons per minute.
Any item requiring tires to be mounted on wheel rims of the following sizes (diameter): 15", 16", 18", 20" and 21".

(ii) Any item of farm machinery and equipment or repair parts except to the extent listed on an approved production schedule under paragraph (e).

(4) *Adjustments in quotas.* The War Production Board may, by specific written directions or authorizations issued to any producer or other person affected by this order, increase or decrease any export quota or authorized use of materials; and may transfer any portions of quotas between producers, taking into account the amount and weight of materials to be used, the need for particular items at the time required in particular countries, the labor and transportation situation in the manufacturing areas involved, and such other factors as may be proper.

(d) *Exceptions*—(1) *Production before or after current quota periods*—(i) *Advance planning of production.* Before the beginning of any current quota period, producers may plan their advance production for export as explained for domestic production in subparagraph (d) (5) (i) of Order L-257.

(ii) *Carry-over of uncompleted portions of quotas.* Any portions of export quotas under an applicable export schedule (including all amendments, appeals and specific authorizations) which are not completely manufactured by the end of the current quota period, may be carried over and added to the corresponding quotas of the next current quota period, but only to the extent that the particular items are covered by an export license or release certificate issued by or under authority of the Foreign Economic Administration, or by a Lend-Lease order, dated before July 1 of this next period. However, items for Canada may be carried over to the extent that they can be completed by July 31 of this next period. In addition, uncompleted quotas for the following items of harvesting machinery and equipment for Canada under Export Schedule X-10 (including special authorizations, etc.) may be carried over for completion any time before September 30, 1944:

Combines (Item 126 only).
Corn binders (Item 132).
Corn pickers (Items 133-136).
Field ensilage harvesters (Item 137).
Corn shellers (Items 166 and 167 only).
Feed grinders and crushers (Items 174, 175, and 175a only).
Portable elevators (Item 188).

(iii) [Deleted July 10, 1944.]

(2) *Bracketed items for Canada.* Wherever, in an applicable export schedule for Canada, two or more items are bracketed together, the producer may distribute his total quota (in units) for that bracket among all the items in that bracket, as set forth for domestic items in paragraph (d) (2) of Order L-257.

(3) *Attachments for Canada.* Any producer may choose not to follow the individual quota percentages for attachment items for Canada as indicated on the applicable export schedule, and instead manufacture up to 100% of half his total 1940 and 1941 shipments of all attachments (by weight) to Canada, under the terms set forth for domestic attachments in paragraph (d) (3) of Order L-257.

NOTE: The over-all quota for attachments under Schedule X-10 is 75%.

(e) *Production schedules.* Each producer who is not a "small producer" must have available for shipment export the quantities of items of machinery and equipment (both farm and non-farm) and repair parts as indicated on his production schedules which have been filed and approved in accordance with paragraph (e) of Order L-257. All provisions of that paragraph apply to production schedules for export, unless otherwise indicated. However, any item manufactured for export, whether for an O. E. W. country or Lend-Lease country (excluding Canada), may be shipped to any foreign country (except Canada) regardless of the schedule filed on Form WPB-3053 or WPB-3181, *Provided*, That the total shipments to any country or group of countries during the current quota period must not be more than the quota for that country or group of countries established under this order. Shifts of this nature do not have to be reported on Form WPB-3181.

(f) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter in triplicate, referring to the particular provision appealed from and stating fully the grounds of the appeal.

(g) *Reports.* Each producer must file by the 10th day of each month a report on Form WPB-813 of his export shipments to all foreign countries (except Canada) during the previous month in accordance with the instructions on the form. However, producers whose total export quota for all countries, except Canada, is 15,000 pounds or less for any current quota period, need not file this form.

NOTE: This reporting requirement has been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

NOTE: Paragraph (h) formerly (g) redesignated July 10, 1944.

(h) *Communications.* All communications concerning this order, shall, unless otherwise directed, be addressed to: War Production Board, Farm Machinery and Equipment Division, Washington 25, D. C., Ref.: L-257-a.

Issued this 10th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

APPLICABLE EXPORT SCHEDULES OF ORDER L-257-A FOR CURRENT QUOTA PERIOD JULY 1, 1943 to JUNE 30, 1944

Quotas for countries listed on Schedules X-1, X-3, X-4, X-5, X-6, X-7 below are expressed as a percentage of one-half the total net shipping weight of the 1940 and 1941 shipments of farm machinery and equipment and repair part to all the countries in the particular group.

Quotas for countries listed on Schedule X-8 below are expressed as a percentage of one-half the total net shipping weight of the 1940 and 1941 shipments to each such country.

NOTE: Quota percentages are not established for countries listed in Schedules X-2 and X-9 below. Quotas for these countries, and for special projects in any country, will be allocated specifically from time to time under paragraph (c) (4).

O. E. W. COUNTRIES

Schedule X-1—Quota Percentage 45%

Argentina
Bolivia
Brazil
Chile
Colombia
Costa Rica
Cuba
Dominican Republic
Ecuador
El Salvador
Guatemala
Haiti
Honduras
Mexico
Nicaragua
Panama
Paraguay
Peru
Uruguay
Venezuela

Schedule X-2—Other O. E. W. Countries Quota Percentage—0%

Azores
Belgian Congo
British Oceania
Canary Islands
Cape Verde Islands
Curacao (N. W. Indies)
Eire
French Guiana
French Oceania
French West Indies
Greenland
Liberia
Madagascar
Miquelon and St. Pierre
Mozambique
Newfoundland and Labrador
Portugal
Portuguese Guinea and Angola
Rio de Oro and Spanish Guinea
Spain
Spanish Morocco
Surinam (Dutch Guiana)
Sweden
Switzerland
Tangier

LEND-LEASE COUNTRIES

Schedule X-3—Quota Percentage 87%

United Kingdom:
Great Britain
North Ireland
Scotland
Wales

Schedule X-4—Quota Percentage 580%

French North Africa:
Algeria
French Morocco
Tunisia

Schedule X-5—Quota Percentage 479%

Other French Africa:
French Equatorial Africa
French Somaliland
Cameroons (French)

Schedule X-6—Quota Percentage 151%

British West Indies:
Bahamas
Barbados
Bermuda
Jamaica
Leeward Islands
Trinidad and Tobago
Windward Islands

Schedule X-7—Quota Percentage 37%

British West Africa:
Cameroons (British)
Gambia
Gold Coast
Nigeria
Sierra Leone

Schedule X-8

Countries:	Quota percentages
Australia	399%
British East Africa	167%
British Honduras	70%
British Guiana	200%
Egypt and Sudan	380%
Iceland	922%
India	55%
Iran	53%
Iraq (Mesopotamia)	469%
New Zealand	232%
Palestine	415%
North & South Rhodesia	132%
Turkey	43%
Union of South Africa	121%

Schedule X-9—Other Areas Quota Percentage—0%

Aden
Arabia Peninsula States
Belgium
British Somaliland
Ceylon
China (Free)
Cyprus
Italian Somaliland
Ethiopia
Falkland Islands
French West Africa
France
Greece
Denmark
Gibraltar
Italy
Malta and Gozo
Mauritius and Dependencies
Netherlands
Norway
Poland
State of Bahrein
St. Helena and Dependencies
Syria
U. S. S. R.
Yugoslavia

CANADA

Schedule X-10

Quotas for the following items of farm machinery and equipment (excluding attachments) are expressed as a percentage of

one-half the number of units of each item shipped to Canada during the combined calendar years 1940 and 1941; where applicable, the item numbers correspond to those in Schedule A of Order L-257. Bracketed items may be handled as indicated in paragraph (d) (2).

The quota base for each item of attachments, is one-half the net shipping weight of the 1940 and 1941 shipments thereof. Note option to lump all attachments as provided in paragraph (d) (3).

Items not listed are not to be manufactured for shipment to Canada.

GROUP 1: PLANTING, SEEDING AND FERTILIZING MACHINERY

Division 1: Planters (Horse and Tractor Drawn)

Item		Quota percentages
4	Two row corn planters	81
6	Three row and over corn planters	81

Division 2: Planters (Tractor Mounted)

10	Two row corn planters	81
12	Three row and over corn planters	81

Division 3: Potato Planters (Horse or Tractor Drawn)

14	One row	152
14a	Two row and larger	125

Division 4: Transplanters

(1)	Horse or tractor drawn	77
16	Hand, wheel type	77

Division 7: Beet Drills

(1)	Horse or tractor drawn	69

Division 8: Grain Drills

(1)	Fertilizer drills, horse or tractor drawn	75
(1)	Plain drills, horse or tractor drawn	75
(1)	Press drills, horse or tractor drawn	32

Division 10: Garden Planters

30	Hand planters wheel type	100

Division 12: Lime Spreaders (Sowers)

33	Wheeled type, horse or tractor drawn	70

Division 13: Manure Spreaders

36	Four wheeled, horse or tractor drawn	183
37	Two wheeled tractor drawn	133

GROUP 2: PLOWS AND LISTERS

Division 1: Moldboard Plows (Horse Drawn)

42	Walking, one horse, steel bottom	0
43	Walking, one horse, chilled bottom	0
44	Walking, two horse, or larger	51
46	Gang, two bottom and larger	26

Division 2: Moldboard Plows (Tractor Drawn or Mounted)

47	One bottom, tractor drawn	57
48	Two bottom, tractor drawn	57
49	Three bottom, tractor drawn	57
50	Four bottom, tractor drawn	57
51	Five bottom, and larger, tractor drawn	57
52	One bottom, tractor mounted	51
53	Two bottom, tractor mounted	51

[1] No applicable item number on Schedule A of Order L-257.

GROUP 2: PLOWS AND LISTERS—continued

Division 5: One Way Disc Plows or Tillers

Item		Quota Percentages
63	Under five feet	72
63a	Five foot and under eight foot	72
63b	Eight foot and over	72

Division 11: Seeding Boxes

(1)	Seeding boxes for one way plows or tillers	92

GROUP 3: HARROWS, ROLLERS, PULVERIZERS AND STALK CUTTERS

Division 1: Harrows

78	Spike tooth harrow sections, horse or tractor drawn (steel)	63
79	Spring tooth harrow sections, horse or tractor drawn (steel)	65
(1)	Disc harrows, horse or tractor drawn:	
	(1) wide tractor disc harrow	42
	(2) tandem tractor disc harrow	56
	(3) horse disc harrow	51

Division 3: Soil Pulverizers and Packers

(1)	Trailer packers for one way disc, drill and plow	41

GROUP 4: CULTIVATORS AND WEEDERS

Division 1: Cultivators (Horse and tractor drawn)

91	One horse, all types	58
93	Corn cultivators, one row	96
95	Beet cultivators	76
(1)	Field cultivators	66
97	Hand cultivators and weeders	100

Division 2: Cultivators (Tractor Mounted)

98	One row	83
99	Two row, shovel type	83
100	Three or four row, shovel type	83
101	Five row and over	83

Division 4: Weeders

103	Rod weeders, horse or tractor drawn	25

Division 5: Other Cultivators and Weeders

(1)	Tobacco cultivators	50

GROUP 5: SPRAYERS, DUSTERS, AND ORCHARD HEATERS

Division 1: Power Sprayers and Traction Sprayers

(1)	Power sprayers	116
(1)	Traction sprayers	95

Division 2: Hand Sprayers (Capacity one quart & over)

110	Compressed air	84
111	Knapsack self-contained	84
112	Trombone pump type	84
113	Bucket pump type, single cylinder	84
114	Bucket pump type, double cylinder	84
115	Atomizing single action (1 qt. and larger)	84
116	Atomizing continuous (1 qt. and larger)	84

Division 3: Sprayers with Tank, Barrel, Knapsack, etc., (6 gals. or more)

117	Barrel pump sprayer	84
118	Wheelbarrow type	84

GROUP 5: SPRAYERS, DUSTERS, AND ORCHARD HEATERS—continued

Division 4: Spray Pump (Power)

Item		Quota percentages
119	Spray pumps, power	100

Division 6: Dusters

121	Power dusters, auxiliary engine	162
121a	Power dusters, power take-off	162
122	Traction dusters	162
123	Hand dusters, rotary type	84

GROUP 6: HARVESTING MACHINERY

Division 1: Combines (Harvesting thrashers)

126	Width of cut, 6 feet and under	110
127	Width of cut, over 6 feet including 10 feet	110
128	Width of cut, over 10 feet	110
(1)	Pickup for combines	200
128a	Swather	244

Division 2: Grain and Rice Binders

129	Grain binder (ground drive)	61
130	Grain binder (power take-off drive)	64

Division 3: Corn Binders

132	Corn binders (row binder) horse or tractor drawn	75

Division 4: Corn Pickers

133	One row, mounted type	128
134	Two row, mounted type	128
135	One row, pull type	128
136	Two row, pull type	128

Division 5: Field Ensilage Harvester (Row type)

137	Field ensilage harvester (40 units to be allotted)	0

Division 6: Potato Diggers

(1)	Horse or tractor	158

Division 8: Beet Lifters

141	Horse or tractor	97

GROUP 7: HAYING MACHINERY

Division 1: Mowers

146	Horse or tractor drawn (ground drive)	77
147	Tractor mounted or semi-mounted (Power take-off drive)	77
(1)	Knife or sickle grinder	71

Division 2: Rakes

148	Sulky, dump	93
149	Side delivery	129
150	Sweep, horse	75

Division 3: Hay Loaders

151	Hay loaders	159

Division 4: Stackers

152	Stackers (Stationary type)	100

Division 5: Hay Balers

(1)	Pick-up hay balers (50 units to be allotted)	0

GROUP 8: MACHINES FOR PREPARING CROPS FOR MARKET OR USE

Division 1: Stationary Thrashers

158	Thrashers, width of cylinder under 28 inches	93
159	Thrashers, width of cylinder 28 inches or over	93
162	Ensilage cutters (silo fillers)	89

GROUP 8: MACHINES FOR PREPARING CROPS FOR MARKET OR USE—continued

Division 5: Feed Cutter (Hand and Power)

Item		Quota percentages
163	Feed Cutters, hand and power	105

Division 6: Corn Shellers

164	Corn shellers, hand	33
165	Power corn shellers (2, 4, 6 and 8 hole)	33
166	Power corn shellers, cylinder (150 bu. and under)	33
167	Power corn shellers, cylinder (over 150 bu.)	33

Division 9: Feed Grinders and Crushers

174	Power Burr type	183
175	Hammer	66
175a	Roughage mills	66
175b	Feed mixer (not concrete mixer)	126

Division 10: Cleaners and Graders (Farm type)

176	Cleaners and graders (corn and grain)	100

Division 11: Potato Sorters and Graders

177	Potato sorters and graders	85

Division 16: Other Machines for Preparing Crops for Market Use

(1)	Roller or crusher type feed cutters	33
(1)	Pulper (feed)	100

GROUP 9: FARM ELEVATORS AND BLOWERS

Division 1: Elevators (portable)

188	Elevators, portable	50

Division 2: Elevators (stationary)

189	Elevators, stationary	0

GROUP 10: TRACTORS

Division 1: Tractors, Wheel Type, by Rated Belt H. P.

192	Special purpose under 30 h. p.	75
193	Special purpose 30 or over h. p.	75
194	All purpose under 30 h. p.	75
195	All purpose 30 and over h. p.	75

Division 2: Garden Tractors

196	Garden tractors including motor tillers (325 units to be allotted)	

GROUP 11: ENGINES

NOTE: Engines and repairs for same are not controlled by this order, but are scheduled by the Automotive Division.

GROUP 12: FARM WAGONS AND TRUCKS (NOT MOTOR)

Division 1: Wagons

205	Wagons, farm, without boxes	90
206	Trucks, farm, without boxes	97

Division 2: Wagon Bodies

207	Wagon and truck boxes, farm	141

GROUP 13: DOMESTIC WATER SYSTEMS

Division 1: Deep and Shallow Well System

213	Deep well, reciprocal	135
214	Deep well, jet pumps	135
215	250-499 gals. per hour, shallow well	135
216	500 to 3000 gals. per hour, shallow well	135

[1] No applicable item number on Schedule A of Order L-257.

GROUP 13: DOMESTIC WATER SYSTEMS—con.

Division 2: Power Pumps

Item		Quota percentages
217	Horizontal type up to and including 50 gals. per min. 100 lb. pressure	135

GROUP 14: FARM PUMPS AND WINDMILLS

Division 1: Pumps, Water

220	Pitcher pumps or cistern pumps	86
221	Hand and windmill pumps	162

Division 2: Windmills

222	Windmill heads	86
223	Windmill towers	35

Division 3: Pump Jacks

224	Pump jacks	160

GROUP 15: IRRIGATION EQUIPMENT

Division 2: Distribution Equipment

(1)	Repairs, sprinklers, valves and gates for truck garden sprinkling equipment, excluding piping and lawn sprinklers: (1,000 pounds to be allotted)	0

GROUP 16: DAIRY FARM MACHINES AND EQUIPMENT

Division 1: Milking Machines

237	Milking machines (with 2 pails per pump)	185

Division 2: Farm Cream Separators

238	Farm cream separators, capacity 250 lbs. per hour or less	0
239	Farm cream separators, cap 251-800 lbs per hour	186
240	Farm cream separators, capacity 801-1500 lbs. per hour	186

Division 3: Farm Milk Coolers

241	Immersion type (200 units to be allotted)	0

Division 4: Farm Butter Making Equipment

243	Butter churns	80

GROUP 17: BARN AND BARNYARD EQUIPMENT

Division 2: Hay Unloading Equipment

254	Hay carriers	103
255	Track for hay carriers	103
256	Hay forks, harpoon and grapple	103
257	Pulleys and fittings	103

Division 4: Livestock Drinking Cups and Watering Bowls

261	Livestock drinking cups	138

Division 5: Hog Troughs

264	Hog troughs	50

Division 8: Other Barn and Barnyard Equipment

270	Hog waterers	50
271	Hog rings	(15,000 lbs. to be allotted)
272	Bull rings	

GROUP 18: FARM POULTRY EQUIPMENT

Division 1: Incubators

274	Incubators, 1000 egg capacity and smaller	105
275	Incubators, over 1000 egg capacity	105

GROUP 18: FARM POULTRY EQUIPMENT—con.

Division 2: Floor Brooders (over 100 chick capacity)

Item		Quota percentages
277	Coal	159
279	Wood	159
280	Electric	159

NOTE: Producers may use one-half their production of oil brooders (over 100 chick capacity), as well as one-half their production of coal, wood and electric types, during 1940 and 1941, in figuring their total brooder quota; but they can produce for shipment to Canada only the coal, wood, and electric types listed above.

Division 3: Egg Cleaners and Brushes (hand use only)

(1)	Egg cleaners and brushes (hand use only)	150

GROUP 19: MISCELLANEOUS FARM EQUIPMENT

Division 4: Harness Hardware

298	Harness hardware (pounds)	156

Division 6: Electric Fence Controllers

300	Electric fence controllers	225
301	Electric fence accessories (pounds)	200

Division 8: Farm Wood-Sawing Machines

309	Farm wood-sawing machines	89

Division 10: Farm Lighting Plants

311	Wincharger type (battery not included)	25

ATTACHMENTS AND REPAIR PARTS

(1)	Repair parts: No quota limitation. However, it is necessary to comply with paragraph (e) of Order L-257-a with respect to production schedules.
(1)	Attachments: Quota percentage for each attachment item is the same as that listed above for the machine or item with which the attachment is used, except that the base is net shipping weight instead of units. However, option may be chosen to lump all attachments as provided in paragraph (d) (3) of Order L-257-a.

[F. R. Doc. 44-10092; Filed, July 10, 1944; 10:51 a. m.]

PART 1029—FARM MACHINERY

[Limitation Order L-257-a, Export Schedules X-11 Through X-18, as Amended July 10, 1944]

APPLICABLE EXPORT SCHEDULES OF QUOTAS FOR FARM MACHINERY, EQUIPMENT AND REPAIRS FOR EXPORT FOR THE CURRENT QUOTA PERIOD JULY 1, 1944, TO JUNE 30, 1945

§ 1029.18 *Export Schedule X-11 through X-18 to Limitation Order L-257-a.* In accordance with the provisions of Orders L-257 and L-257-a, the

following are the "applicable export schedules" for the current quota period starting July 1, 1944. These are similar to the applicable export schedules for the current quota period ending June 30, 1944, with some minor changes and consolidations, and with certain changes in quota percentages.

The production quotas set forth in these export schedules should be used by producers as the basis for planning their production, establishing production schedules and ordering material under CMP. The War Production Board may establish a final distribution pattern which is not in accord with these quotas. Any additional controls or exemptions which may be desirable with regard to production quotas, and any modifications with respect to final distribution of completed machines, will be issued as the need arises. In figuring his anticipated production, each producer must comply with the provisions of the basic Limitation Orders L–257 and L–257–a, unless these export schedules state otherwise.

Quotas for countries listed on Schedules X–11, X–13, X–14, X–15, and X–16, below are expressed as a percentage of one-half the total net shipping weight of the 1940 and 1941 shipments of farm machinery and equipment and repair parts to all the countries in the particular group.

Quotas for countries listed on Schedule X–17 below are expressed as a percentage of one-half the total net shipping weight of the 1940 and 1941 shipments to each such country.

NOTE: A quota percentage is not established for countries listed in Schedule X–12 below. Quotas for these countries will be allocated specifically from time to time under paragraph (c) (4) of Order L–257–a.

SCHEDULE X–11—QUOTA PERCENTAGE 85%

Bolivia
Brazil
Chile
Colombia
Costa Rica
Cuba
Dominican Republic
Ecuador
El Salvador
Guatemala
Haiti
Honduras
Mexico
Nicaragua
Panama
Paraguay
Peru
Uruguay
Venezuela

NOTE: Argentina has been transferred to Schedule X–12.

SCHEDULE X–12—QUOTA PERCENTAGE 0%

Aden
Arabia Peninsula States
Argentina
Azores
Bahrein Island
Belgian Congo
Belgium
British Oceania
British Somaliland
Canary Islands
Cape Verde Islands
Ceylon
China
Curaçao
Cyprus
Cyrenaica
Denmark
Eire
Ethiopia
Falkland Islands
France
French Cameroons
French Equatorial Africa
French Guiana
French Oceania
French Somaliland
French West Africa
French West Indies
Gibraltar
Greece
Greenland
Iceland
Italian Somaliland
Italy
Liberia
Madagascar
Malta and Gozo
Mauritius and Dependencies
Miquelon and St. Pierre
Mozambique
Netherlands
Newfoundland
Norway
Poland
Portugal
Portuguese Guinea and Angola
Rio de Oro and Spanish Guinea
St. Helena and Dependencies
Spain
Spanish Morocco
Surinam (Dutch Guiana)
Sweden
Switzerland
Syria
Tangier
Tripolitania
U. S. S. R.
Yugoslavia

SCHEDULE X–13—QUOTA PERCENTAGE 64%

United Kingdom:
Great Britain
North Ireland
Scotland
Wales

SCHEDULE X–14—QUOTA PERCENTAGE 712%

French North Africa:
Algeria
French Morocco
Tunisia

SCHEDULE X–15—QUOTA PERCENTAGE 150%

British West Indies:
Bahamas
Barbados
Bermuda
Jamaica
Leeward Islands
Trinidad and Tobago
Windward Islands

SCHEDULE X–16—QUOTA PERCENTAGE 37%

British West Africa:
Cameroons (British)
Gambia
Gold Coast
Nigeria
Sierra Leone

SCHEDULE X–17—QUOTA PERCENTAGES

NOTE: Schedule X–17 amended July 10, 1944.

Australia	404
British East Africa	164
British Honduras	83
British Guiana	400
Egypt and Sudan	570
India	54
Iran	53
Iraq (Mesopotamia)	800
New Zealand	232
Palestine	208
North and South Rhodesia	330
Turkey	67
Union of South Africa	107

CANADA

SCHEDULE X–18

NOTE: Schedule X–18 amended July 10, 1944.

Quotas for the following items of farm machinery and equipment (excluding attachments) are expressed as a percentage of one-half the number of units of each item shipped to Canada during the combined calendar years 1940 and 1941; where applicable, the item numbers correspond to those in Schedule B of Order L–257. Bracketed items may be handled as indicated in paragraph (d) (2).

The quota base for each item of attachments is one-half the net shipping weight of the 1940 and 1941 shipments thereof. Note option to lump all attachments as provided in paragraph (d) (3).

Items not listed are not to be manufactured for shipment to Canada.

GROUP 1: PLANTING, SEEDING AND FERTILIZING MACHINERY

DIVISION 1: PLANTERS (HORSE AND TRACTOR DRAWN)

Item		Quota percentages
4	Two row, corn	81
6	Three row and over, corn	83

DIVISION 2: PLANTERS (TRACTOR MOUNTED)

10	Two row, corn	81
12	Three row and over, corn	0

DIVISION 3: POTATO PLANTERS (HORSE AND TRACTOR DRAWN)

14	One row	152
14a	Two row and larger	152

DIVISION 4: TRANSPLANTERS

15	Horse or tractor drawn, tractor mounted or self-propelled	87

DIVISION 7: BEET AND BEAN DRILLS OR PLANTERS

23	Horse or tractor drawn, or tractor mounted	124

DIVISION 8: GRAIN DRILLS

25	Fertilizer drills, horse or tractor drawn	67
26	Plain drills, horse or tractor drawn	92
26a	Plain, over 14 run, horse or tractor drawn	92
[1]	Press drill, horse or tractor drawn	37

DIVISION 10: GARDEN PLANTERS

30	Hand, wheel type	125

DIVISION 12: LIME SPREADERS (SOWERS)

33	Wheeled hopper type sower, horse or tractor drawn	84

DIVISION 13: MANURE SPREADERS AND LOADERS

36	Four Wheel, horse or tractor drawn	133
37	Two Wheel, tractor drawn	131

GROUP 2: FARM PLOWS AND LISTERS

DIVISION 1: MOLDBOARD PLOWS (HORSE DRAWN)

44	Walking, two horse and larger	57
46	Gang, two bottom and larger	26

DIVISION 2: MOLDBOARD PLOWS (TRACTOR DRAWN OR MOUNTED)

47	One bottom, tractor drawn	83
48	Two bottom, tractor drawn	83
49	Three bottom, tractor drawn	83
50	Four bottom, tractor drawn	83
51	Five bottom and larger, tractor drawn	83
52	One bottom, tractor mounted	74
53	Two bottom, tractor mounted	73

DIVISION 4: DISC PLOWS (TRACTOR DRAWN)

56	Two disc	0
57	Three disc	0

DIVISION 5: ONE-WAY DISC PLOWS OR TILLERS

63	Under five feet	94
63a	Five foot and over	94
[1]	Seed boxes for one-way plows (classified as attachments)	

GROUP 3: HARROWS, ROLLERS, PULVERIZERS & STALK CUTTERS

DIVISION 1: FARM TYPE HARROWS

78	Spike tooth harrow sections (steel), horse or tractor drawn	65
79	Spring tooth harrow sections (steel), horse or tractor drawn	65
80	Disc harrows, horse drawn	56
80e	Disc harrows, tractor drawn or mounted	82

[1] No applicable item number on Schedule B of Order L–257.

GROUP 2: FARM PLOWS AND LISTERS—Con.

DIVISION 3: SOIL PULVERIZERS AND PACKERS

Item		Quota percentages
[1]	Trailer Packers for one-way plows	41

GROUP 4: CULTIVATORS AND WEEDERS

DIVISION 1: CULTIVATORS (HORSE OR TRACTOR DRAWN)

91	One horse (all types) including hillers, disc hoes, shovel plows, little joes, and similar type harrows and rotary harrows	100
93	One row, riding, two horse	96
95	Beet and bean cultivators	76
96	Field cultivators, including chisels and orchard cultivators	85
97	Hand cultivators, wheel type, including hand plows	100

DIVISION 2: CULTIVATORS (TRACTOR MOUNTED)

98	One row	83
99	Two row, shovel or disc type	83
100	Three row and over, all types	83

DIVISION 4: WEEDERS, DRAWN OR MOUNTED

103	Rod weeders, horse or tractor drawn	85

DIVISION 5: OTHER CULTIVATORS AND WEEDERS

[1]	Tobacco cultivators	50

GROUP 5: FARM SPRAYERS, DUSTERS, AND ORCHARD HEATERS

DIVISION 1: POWER SPRAYERS

108a	Orchard type, auxiliary engine	166
108b	Orchard type, power take-off	166
108g	Field or row crop type, auxiliary engine	147
108h	Field or row crop type, power take-off	147
109	Traction sprayers	147

DIVISION 2: HAND SPRAYERS WITH TANK BARREL KNAPSACK, ETC., WITH COMPLETE EQUIPMENT (CAP. 1 QT. OR OVER BUT LESS THAN 6 GALS.)

110	Compressed air	100
111	Knapsack, self contained	100
112	Trombone, pump type	100
113	Bucket, pump type, single cylinder	100
114	Bucket, pump type, double cylinder	100
115	Atomizing, single action (1 qt. and larger capacity)	100
116	Atomizing, continuous (1 qt. and larger capacity)	100

DIVISION 3: HAND PUMP SPRAYERS (CAPACITY SIX GALLONS OR MORE)

117	Barrel pump sprayer	165
118	Wheelbarrow sprayer	163

DIVISION 4: SPRAY PUMPS, POWER

119	Spray pumps, power	100

DIVISION 6: DUSTERS

121	Power duster, auxiliary engines	164
121a	Power duster, power take-off	171
122	Traction dusters	148
123	Hand dusters, all types	100

GROUP 6: HARVESTING MACHINERY

DIVISION 1: COMBINES (HARVESTER THRESHERS)

126	Width of cut, 6 ft. & under, auxiliary engines	119
126a	Width of cut, 6 ft. & under, power take-off	119
127	Width of cut, over 6 ft. including 10 ft	119
128	Width of cut, over 10 feet	119
128a	Windrowers or swathers	244
[1]	Pickup for combine	200

[1] No applicable item number on Schedule B of Order L–257.

GROUP 6: HARVESTING MACHINERY—Con.

DIVISION 2: GRAIN AND RICE BINDERS

Item		Quota percentages
129	Grain binders (ground drive)	67
130	Grain binders (power take-off drive)	78

DIVISION 3: CORN BINDERS

132	Corn binders, ground drive	75
132a	Corn binders, power take-off	75

DIVISION 4: CORN PICKERS

133	One row, mounted type	127
134	Two row, mounted type	122
135	One row, pull type	128
136	Two row, pull type	132

DIVISION 5: FIELD ENSILAGE HARVESTERS—ROW TYPE

137	Field ensilage harvesters (row (type) (to be allotted).	

DIVISION 6: POTATO DIGGERS AND PICKERS

139	One row, ground drive	172
139a	One row, power take-off	172
139b	Two row, power take-off	173
139c	Potato Pickers (to be allotted).	

DIVISION 8: SUGAR BEET AND CANE HARVESTING EQUIPMENT

141	Beet lifters, horse or tractor drawn	97

GROUP 7: FARM HAYING MACHINERY

DIVISION 1: MOWERS

146	Horse or tractor drawn (ground drive)	98
147	Tractor mounted or semi-mounted (power take-off drive)	98
[1]	Knife or sickle grinder	71

DIVISION 2: RAKES

148	Sulky (dump)	93
149	Side delivery (incl. comb. side rakes and tedders)	129
150	Sweep (horse)	75

DIVISION 3: HAY LOADERS

151	Hay loaders	164

DIVISION 4: STACKERS

152	Stationary	100

DIVISION 5: PICK-UP HAY BALERS AND BALE LOADERS

153	Pick-up hay balers—Power take-off (to be allotted).	

GROUP 8: MACHINES FOR PREPARING CROPS FOR MARKET OR USE

DIVISION 1: STATIONARY THRESHERS—GRAIN, RICE AND ALFALFA

158	Threshers, width of cylinder under 28 ins	40
159	Threshers, width of cylinder 28 ins. and over	40

DIVISION 4: ENSILAGE CUTTERS—SILO FILLERS

162	Ensilage cutters (silo fillers)	89

DIVISION 5: FEED CUTTERS—HAND POWER

163	Feed cutters, hand and power	105

DIVISION 6: CORN SHELLERS

164	Corn shellers (hand)	40
165	Spring (2, 4, 6, and 8 hole)	40
166	Cylinder (150 bu. and under)	40
167	Cylinder (over 150 bushels)	40

GROUP 8: MACHINES FOR PREPARING CROPS FOR MARKET OR USE—Continued

DIVISION 9: FEED GRINDERS AND CRUSHERS (FARM)

Item		Quota percentages
174	Power, burr type	183
175	Hammer type	77
175a	Roughage mills, combination type with cutter head and Grinders	77
175b	Feed Mixers (not concrete mixers)	126

DIVISION 10: GRAIN CLEANERS AND GRADERS

176	Cleaners and graders—farm type (small grain and seed)	96

DIVISION 11: SORTERS AND GRADERS

177	Potato sorters and graders	86
[1]	Roller or crusher	33
[1]	Pulper	100

GROUP 9: FARM ELEVATORS AND BLOWERS

DIVISION 1: ELEVATORS—PORTABLE

188	Elevators, portable	99

GROUP 10: TRACTORS

DIVISION 1: FARM TRACTORS, WHEEL TYPE, BY RATED BELT H. P.

192	Special purpose, under 30 H. P	75
193	Special purpose, 30 and over	75
194	All purpose under 30 H. P	75
195	All purpose 30 and over	75

DIVISION 2: GARDEN TRACTORS

196	Garden tractors (incl. motor tillers) (to be allotted)	

GROUP 12: FARM WAGONS, GEARS AND TRUCKS (NOT MOTOR)

DIVISION 1: WAGONS AND TRUCKS

205	Wagon gears (less box)	89
206	Truck gears (less box)	97

DIVISION 2: WAGON BODIES

207	Wagon & truck boxes, farm	141

GROUP 13: DOMESTIC WATER SYSTEMS (FARM TYPE)

DIVISION 1: DEEP AND SHALLOW WELL SYSTEMS

213	Deep well, reciprocal	128
214	Deep or shallow well, jet type	128
215	Shallow well, 250–499 gals. per hour	128
216	Shallow well, 500 gals. per hour and over	128

DIVISION 2: POWER PUMPS

217	Horizontal type, up to and incl. 75 gal. p. m. 100. lbs pressure	129

GROUP 14: FARM PUMPS AND WINDMILLS

DIVISION 1: PUMPS, WATER

220	Pitcher pumps	87
221	Hand and windmill pumps	162

DIVISION 2: WINDMILLS

222	Windmill heads	92
223	Windmill towers	47

DIVISION 3S PUMP JACKS

224	Pump jacks	158

GROUP 16: DAIRY FARM MACHINES AND EQUIPMENT

DIVISION 1: MILKING MACHINES

237	Milking machines (complete outfits)	185

GROUP 16: DAIRY FARM MACHINES AND EQUIPMENT—Continued

DIVISION 2: FARM CREAM SEPARATORS

Item		Quota percentages
239	Capacity 251 lbs. to 800 lbs. per hour	186
240	Capacity 801 lbs. to 1500 lbs. per hour	185

DIVISION 4: FARM BUTTER MAKING EQUIPMENT

243	Butter churns	80

GROUP 17: BARN AND BARNYARD EQUIPMENT

DIVISION 3: OTHER BARN & BARNYARD EQUIPMENT

254	Hay carriers	103
255	Track for hay carriers	103
256	Hay forks, harpoon, and grapple	103

DIVISION 4: LIVESTOCK DRINKING CUPS AND WATERING BOWLS

261	Livestock drinking cups	131

DIVISION 5: BARNYARD STOCK TANKS

264	Hog troughs (iron and steel)	75

DIVISION 6: OTHER BARN & BARNYARD EQUIPMENT

270	Hog waterers	75
271	Hog rings(to be allotted).	
272[1]	Bull rings (to be allotted).	
[1]	Pulleys & fittings for hay forks (to be allotted).	
[1]	Calf weaners (to be allotted).	

GROUP 18: FARM POULTRY EQUIPMENT

DIVISION 1: INCUBATORS

274	Incubators, 1,000-egg capacity & smaller	105
275	Incubators, over 1,000-egg capacity, but not exceeding 33,000-egg capacity	105

DIVISION 2: FLOOR BROODERS

277	Coal (over 100 chick capacity)	159
278	Gas (over 100 chick capacity)	159
279	Wood (over 100 chick capacity)	159
280	Electric (over 100 chick capacity)	159

NOTE: Producers may use one-half their production of oil brooders (over 100 chick capacity), as well as one-half their production of coal, gas, wood and electric types, during 1940 and 1941, in figuring their total brooder quota; but they can produce for shipment to Canada only the coal, gas, wood, and electric types listed above.

DIVISION 3: BATTERY BROODERS (HEATED)

282	Four deck (heated)	100

DIVISION 8: OTHER FARM POULTRY EQUIPMENT

[1]	Egg cleaners & brushes, hand use only (to be allotted).	

GROUP 19: MISCELLANEOUS FARM EQUIPMENT

DIVISION 4: HARNESS HARDWARE

298	Harness hardware (to be allotted).	

DIVISION 6: ELECTRIC FENCE CONTROLLERS

300	Electric fence controllers	225
301	Electric fence accessories	200

DIVISION 8: FARM WOOD-SAWING MACHINES

309	Farm wood-sawing machines incl. self-powered cross-cut and drag 5 H. P. and less (to be allotted).	

DIVISION 10: FARM ELECTRIC PLANTS (WIND-DRIVEN)

311	Farm electric plants (wind-driven electric generating plants only; does not include batteries or towers)	25

[1] No applicable item number on Schedule B of Order L-257.

ATTACHMENTS AND REPAIR PARTS

Item		Quota percentages
[1]	Repair parts: no quota limitation. However, it is necessary to comply with paragraph (e) of Order L-257-a with respect to production schedules.	
[1]	Attachments: Quota percentage for each attachment item is the same as that listed above for the machine or item with which the attachment is used, except that the base is net shipping weight instead of units. If a producer chooses to lump all attachments as explained in paragraph (d) (3) of Order L-257-a, he may use the quota "100%" for purposes of this Schedule X-18 instead of the "75%" specified in that paragraph.	

Issued this 10th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10093; Filed, July 10, 1944; 10:52 a. m.]

PART 3115—CONSTRUCTION MACHINERY AND EQUIPMENT SIMPLIFICATION AND CONSERVATION

[Limitation Order L-217, Revocation of Schedule XI]

BITUMINOUS DISTRIBUTORS AND BITUMINOUS DISTRIBUTOR PUMPS

Section 3115.12. *Schedule XI to Limitation Order L-217* is hereby revoked. This revocation does not affect any liabilities incurred under the schedule. The manufacture and delivery of bituminous distributors and bituminous distributor pumps remain subject to all other applicable regulations and orders of the War Production Board.

Issued this 10th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10098; Filed, July 10, 1944; 10:54 a. m.]

PART 3133—PRINTING AND PUBLISHING

[Conservation Order M-339, as Amended July 10, 1944]

COPPER AND ZINC FOR PRINTING PLATES

Section 3133.30 *Conservation Order M-339* is amended to read as follows:

The fulfillment of the requirements for the defense of the United States has created a shortage in the supply of copper, zinc and paper for the production of printed matter for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3133.30 *Conservation Order M-339*—(a) *Definitions.* Meaning of terms used in this order:

(1) A person "uses" copper, copper base alloy, copper scrap, copper base alloy scrap or zinc when he first changes its form or shape in the production of printing plates by putting it into an electrolytic bath or etching or engraving it, or re-using it in any way. However, in the case of an offset plate, zinc is "used" when the first prints are made from the plate. Re-use of a zinc offset plate after re-graining shall not be considered "use".

(2) The term "copper" includes copper, copper base alloy, copper scrap and copper base alloy scrap.

(3) The term "printing industry scrap copper" means old copper printing plates or other copper scrap derived from plate-making operations.

(4) The term "printing plate" means any kind or shape of printing or marking plate containing copper or zinc except plates made in plants or offices whose sole processing of plates is for use in connection with office machinery as listed in General Limitation Order L-54-c as amended from time to time.

(b) *Limitation on the use of zinc.* (1) In any calendar quarter beginning with the third quarter of 1944, no person shall use more zinc in the production of printing plates than 100%, by weight, of the zinc which he used in the production of such plates during the same quarter of 1941.

(2) If a plate-maker used less than 250 pounds of zinc in any calendar quarter of 1941, he may use up to 250 pounds of zinc in any calendar quarter beginning with the third quarter of 1944. Moreover, any person who used no zinc whatever in the production of printing plates in any calendar quarter of 1941 may use a total of 250 pounds in any calendar quarter beginning with the third quarter of 1944.

(3) A person may add an extra 15% to his permitted usage during one calendar quarter if he subtracts that amount from his permitted usage for the next quarter. Also, if he uses less than this order allows for one quarter, he may increase his use in the next quarter by that amount.

(4) No person shall deliver zinc to any plate-maker and no plate-maker shall accept zinc, except to fill an order carrying an authorized preference rating of AA-5 or higher.

(c) *General limitations on the use of copper.* In any calendar quarter after the second quarter of 1943, no person shall use more copper in the production of printing plates than 60%, by weight, of the copper which he used in the production of such plates during the same quarter of 1940. However, a person may use an additional 15% during one calendar quarter if he uses that much less during the next quarter. Also, if he uses less than this order allows for one quarter, he may increase his use in the next quarter by that amount.

(d) *Further provisions regarding the use of copper in certain processes*—(1) *Photoengraving.* In order to liquidate inventories of 16-gauge photoengravers sheet copper which are now in the possession of photoengravers and suppliers,

25 percent of the weight of any copper finished as 16-gauge photoengravers' sheet before July 1, 1943 which a photoengraver uses after that date, shall not be counted in computing his allowed usage under paragraph (c) of this order. For example, a photoengraver may use four pounds of such 16-gauge copper but he need charge only three pounds of the four against his allowable usage. Photoengravers' sheet copper thicker than 16-gauge is not exempted under this provision.

(2) *Electrotyping and gravure platemaking.* (i) For the third calendar quarter of 1944 and for each calendar quarter after that, one pound or more out of every two pounds of copper used for electrotyping and gravure platemaking must be in the form of printing industry scrap copper, recast anodes of such scrap, or new cast anodes received by the plate-maker in return for an equal amount of printing industry scrap copper.

(ii) If, in any calendar quarter, 95% or more of the copper which a person used for electrotyping and gravure platemaking is in the form of printing industry scrap copper, recast anodes of such scrap or new cast anodes received by him in return for an equal amount of printing industry scrap copper, he will be allowed a "bonus" equal to 10% of the copper which he used in that quarter for electrotyping and gravure platemaking. This "bonus" must be used in the form of printing industry scrap copper, recast anodes of such scrap, or new cast anodes received by him in return for an equal amount of printing industry scrap copper.

(iii) The delivery to and acceptance by an electrotyper or gravure platemaker of printing industry scrap copper, recast anodes of such scrap, or new cast anodes is subject to approval under Order M-9, as amended from time to time. Application for such authority shall be made on Form WPB-2959 as required by Order M-9.

(3) *Copperplate engraving.* (i) A person's entire allowable usage of copper for copperplate engravings must be composed of sheets which were in his possession or in the possession of his supplier on December 31, 1942 or old engraved plates, or a combination of the two.

(ii) Each copperplate engraver must deliver to a scrap dealer, or other person authorized by the War Production Board to accept the scrap, at least one pound of old copperplate engravings for each pound of copper sheet or old engraved plates used by him in making new copperplate engravings. Such delivery must be made not later than fifteen days after the end of the calendar quarter in which the copper was used for this purpose. This paragraph exempts copperplate engravers from the provisions of Order M-9, relating to the acceptance and delivery of old copperplate engravings in the production of new engraved plates.

(e) *Exceptions.* (1) When plates containing copper are ordered by any department or agency of the United States Government or when such plates are made exclusively for printed matter which is ordered directly from the producer of such printed matter by any department or agency of the United States Government, the copper used in such plates need not be counted in calculating the plate-maker's allowable usage under paragraph (c) of this order if the purchase order is endorsed as provided in the following paragraph. The exemption contained in this paragraph shall not apply in the case of subcontracted printing, that is, when the order for printed matter is placed by any person other than a department or agency of the United States Government even when the printed matter is delivered to such department or agency in the fulfillment of a government contract.

(2) Each person who orders plates containing copper for the purposes described in the first sentence of paragraph (e) (1) shall endorse on the purchase order for such plates a statement in substantially the following form signed manually, or as provided in Priorities Regulation No. 7 (§ 944.27), by an official duly authorized for such purpose:

The undersigned hereby certifies that the plates covered by this order are to be used in the production of printed matter as described in the first sentence of paragraph (e) (1) of Order M-339, such plates or printed matter being ordered by a department or agency of the United States Government under Contract No. ------

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Name of person

Duly authorized official

(3) The gross weight of copper used to fill orders endorsed in the manner set forth in the previous paragraph shall be reported to the Printing and Publishing Division of the War Production Board once every calendar quarter. Persons who apply for copper on form CMP-4B shall make this report in a letter attached to such application. Persons who do not apply on this form shall report by letter not later than fifteen days after the end of each calendar quarter. The report shall state the weight of the metal and whether it is copper or electrotyping metal. In the case of electrotyping metal, the gross weight of the plates, including backing metal, shall be stated. The original records must be kept on file as long as this order remains in force and for two years after that. This reporting provision has been approved by the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

(f) *Effect of allocations, preference ratings and inventories.* Notwithstanding any allocation number or symbol or any preference rating which may be extended to any person or which may be granted to any person on specific application or by any blanket symbol or rating procedure, the provisions of this order shall prevail with relation to the amount of copper and zinc which may be used by any person in the production of printing plates. The fact that a person has an inventory of copper or zinc, or an allocation or rating for copper or zinc, in excess of his allowable usage, or that he has received permission under Order M-9 to accept printing industry scrap copper, recast anodes of such scrap or new cast anodes does not justify his use of such copper or zinc in excess of his allowable usage as prescribed by this order.

(g) *Inventory limitation.* No person shall accept delivery of copper or zinc if his combined new metal inventory of all gages and sizes of that metal for a given type of plate-making process prior to such acceptance exceeds a 60 days' supply at his current allowable rate of consumption.

(h) *Applicability of regulations.* This order and all transactions affected by it are subject to the regulations of the War Production Board, as amended from time to time.

(i) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter referring to the particular provisions appealed from and stating fully the grounds of the appeal.

(j) *Communications.* All communications concerning this order shall, unless otherwise directed, be addressed to: War Production Board, Printing and Publishing Division, Washington 25, D. C. Ref.: M-339.

(k) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

Issued this 10th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10094; Filed, July 10, 1944; 10:52 a. m.]

PART 3268—UREA AND MELAMINE ALDEHYDE RESIN AND MOLDING COMPOUND

[Allocation Order M-331, Revocation]

Section 3268.1 *Allocation Order M-331* is hereby revoked. This revocation does not affect any liabilities incurred under the order.

Urea and melamine aldehyde molding compounds are subject to allocation under General Allocation Order M-300 as Appendix A materials, subject to Schedule 35, issued simultaneously with this revocation.

Urea and melamine aldehyde resins are subject to allocation under General Allocation Order M-300 as Appendix B materials, subject to Schedule 34, issued simultaneously with this revocation.

Use, delivery and acceptance of delivery of these resins and molding compounds prior to August 1, 1944, will be

authorized on the basis of applications filed in the form heretofore prescribed in Order M–331.

Issued this 10th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10099; Filed, July 10, 1944; 10:54 a. m.]

PART 3270—CONTAINERS

[Limitation Order L–239–a]

PAPER MILK CONTAINERS

The fulfillment of requirements for the defense of the United States has created shortages in the supply of materials entering into the production of paper milk containers for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense.

§ 3270.71 *Limitation Order L–239–a*—(a) *What this order does.* This order deals only with paper milk containers. It places quota restrictions on their manufacture and inventory restrictions on their use.

(b) *Definitions.* For the purpose of this order:

(1) "Paper milk container" means any waxed paper container, blank or folded carton of the type which is generally used to package fluid milk.

(2) "Blank" means any sheet of paper or paperboard cut to shape, or creased or scored, for the purpose of being used as a paper milk container or part thereof.

(3) "Folded carton" means any blank, scored and folded, to partially form a paper milk container.

(c) *Restriction on tonnage of paper and paperboard to be processed.* No person shall accept more paper and paperboard for the manufacture of paper milk containers in any calendar quarter, commencing with the third quarter of 1944, than the amount determined by the War Production Board to be his quota for that quarter. A person's quota for the third quarter of 1944, and for each succeeding quarter until the War Production Board determines otherwise, is 100% of the amount of paper and paperboard that he used for the manufacture of paper milk containers in the fourth quarter of 1943.

(d) *Inventory restrictions.* No person shall accept, or have set aside, any quantity of paper milk containers which will increase his inventory for such containers to more than his reasonably anticipated requirements for the next thirty days, except that, whenever his inventory is less than thirty days' supply, he may accept the minimum delivery required by his manufacturer under a published price list or sales policy in effect on the date of this order. No person shall order any quantity of paper milk containers for delivery to him or for his account on any date, if receipt thereof on that date would increase his inventory of such containers to more than the amount permitted in the first sentence of this paragraph.

(e) *Reporting requirements.* Any person who used during the first six months of 1944 more than fifteen thousand new paper milk containers for any purpose other than the packaging of fluid milk or other milk products shall report by letter to the War Production Board before July 15, 1944, the following facts: (1) description of the product packed, (2) number and size of paper milk containers used each month, (3) when he started packing the product in paper milk containers, and (4) what other container he could use. The reporting requirements of this paragraph have been approved by the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

(f) *Records.* All persons affected by this order shall keep for at least two years records concerning inventory, production, purchases and sales, and shall make reports on same if required.

(g) *Audit and inspection.* All records required to be kept by this order shall upon request, be submitted to audit and inspection by duly authorized representatives of the War Production Board.

(h) *Appeals.* Appeals from Order L–239–a shall be filed by addressing a letter to the War Production Board, Containers Division, Washington 25, D. C., Ref: L–239–a.

The letter of appeal need not follow any particular form. It should state informally, but completely, the particular provision appealed from, the precise relief desired, the reasons why denial of the appeal would result in undue and excessive hardship, and such other statistical and narrative information as may be pertinent.

(i) *Applicability of regulations.* This order and all transactions affected hereby are subject to all applicable War Production Board regulations, as amended from time to time.

(j) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order wilfully conceals a material fact, or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(k) *Communications to War Production Board.* All communications concerning this order, shall, unless otherwise directed, be addressed to: War Production Board, Containers Division, Washington 25, D. C., Ref: L–239–a.

Issued this 10th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10100; Filed, July 10, 1944; 10:54 a. m.]

PART 3274—MACHINE TOOLS AND INDUSTRIAL SPECIALTIES

[General Preference Order E–5–a, as Amended July 10, 1944]

GAGES AND PRECISION MEASURING HAND TOOLS

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of gages and precision measuring hand tools, for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3274.41 *General Preference Order E–5–a*—(a) *Definitions.* For the purpose of this order:

(1) "Gages and precision measuring hand tools" means those types of tools which are listed on Exhibit A attached hereto, excluding tools made of wood or plastics.

(2) "Producer" means any person who is engaged in the manufacture of gages or precision measuring hand tools.

(3) "Stock order" means any purchase order for gages or precision measuring hand tools now or hereafter placed with a producer by any person acquiring such tools pursuant to a rating assigned on Form WPB–547 (formerly PD–1X), Form WPB–646 (formerly PD–300), or Canadian Form PB–1010.

(4) "Other order" means any purchase order for gages or precision measuring hand tools except stock orders.

(5) "Total monthly production" means either, (i) The total dollar value of each of the types of gages and precision measuring hand tools listed on Exhibit A scheduled to be produced in any given month by a producer or, (ii) The total number of units of each of the types of gages and precision measuring hand tools listed on Exhibit A scheduled to be produced in any given month by a producer. Each producer may choose between computing his total monthly production on a dollar or a unit basis.

(b) *Necessity for preference ratings.* On and after June 6, 1944, no producer shall sell or deliver any gages or precision measuring hand tools except to fill purchase orders bearing a preference rating of AA–5 or higher.

(c) *Allocation of production between stock orders and other orders.* Beginning with the month of July 1944, and in each month thereafter, each producer shall schedule his monthly production and delivery of gages and precision measuring hand tools as follows:

(1) To the extent that he has stock orders on hand he shall schedule between 20 and 25 percent of his total monthly production of each type of gages and precision measuring hand tools listed on Exhibit A for delivery against stock orders requiring delivery in such month. No producer shall schedule any purchase order pursuant to this paragraph (c) (1) unless it clearly appears from such order that the rating was assigned on Form WPB–547 (PD–1X), Form WPB–646 (PD–300) or Canadian Form PB–1010.

The sequence of deliveries of stock orders within the percentage limitations which may be delivered in any given month shall be scheduled according to § 944.7 of Priorities Regulation No. 1 and other applicable War Production Board regulations.

(2) To the extent that he has other orders on hand he shall schedule between 75 and 80 percent of his total monthly production of each type of gages and precision measuring hand tools listed on Exhibit A for delivery against other orders requiring delivery in such month.

The sequence of deliveries of other orders within the percentage limitations which may be delivered in any given month shall be scheduled according to § 944.7 of Priorities Regulation No. 1 and other applicable War Production Board regulations.

(3) Any portion of the percentage allocated to stock orders which has not been taken up by such orders on or before the 15th day of the month preceding the month being scheduled shall be scheduled for delivery against other orders and vice versa.

(d) *Repair parts.* Nothing in this order shall be deemed to prevent the sale and delivery of any part manufactured for use in the repair or maintenance of gages and precision measuring hand tools. Purchase and delivery of such repair parts shall be in accordance with applicable regulations and orders of the War Production Board.

(e) *Intra-company deliveries.* Notwithstanding the provisions of § 944.12 of Priorities Regulation No. 1, the provisions of this order shall not apply to deliveries from one branch, division or section of a single enterprise to another branch, division or section of the same or any other enterprise under common ownership or control.

(f) *Applicability of regulations.* This order and all transactions affected hereby are subject to all applicable provisions of the regulations of the War Production Board, as amended from time to time.

(g) *Reports.* All persons affected by this order shall execute and file with the War Production Board such reports and questionnaires as said Board shall, from time to time request, subject to the approval of the Bureau of the Budget, pursuant to the Federal Reports Act of 1942.

(h) *Appeals.* Any appeal from the provisions of this order shall be made on Form WPB–1477 (formerly PD–500) or by letter in triplicate, referring to the particular provisions appealed from, and stating fully the grounds of the appeal. All appeals should be filed with the field office of the War Production Board for the district in which is located the plant to which the appeal relates.

(i) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using material under priority control, and may be deprived of priorities assistance.

(j) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise directed, be addressed to: War Production Board, Tools Division, Washington 25, D. C., Ref: E–5–a.

Issued this 10th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

EXHIBIT A

Bevels, all types, excluding carpenter's.
Buttons, tool makers'.
Calipers, all types, including attachments, but excluding dial equipped calipers.
Center testers and wigglers.
Clamps, key seat, parallel, rule and tool makers'.
Dividers, all types, including attachments, but excluding draftsmen's and carpenters' dividers.
Drill or V-Blocks and clamps for same—Hardened and/or ground only, with capacity of 3" round and under.
Gages, the following types only:
- Angle, excluding universal.
- Ball or radius.
- Button.
- Center, including attachments.
- Circumference.
- Cutter clearance.
- Cylinder.
- Depth, all types.
- Drill, drill point.
- Fillet or radius.
- Height, all types.
- Hole, excluding dial equipped.
- Planer and shaper.
- Screw pitch.
- Screw and wire.
- Surface.
- Taper, all types.
- Telescope.
- Thread, used for grinding and setting tools for thread cutting.
- Thickness or feeler, including stock and holders.
- Wire or rolling mill, and attachments.

Hold downs, tool makers'.
Indicators, dial, excluding AGD dials specified in commercial standard CS 8–41, U. S. Bureau of Standards.
Indicators, test, excluding those having AGD dials specified in commercial standard CS 8–41, U. S. Bureau of Standards, and/or test indicators which have base dimensions greater than 3" or have a magnetic base.
Levels, machinist and precision.
Micrometers, external and internal, including attachments and standards for same.
Micrometer heads.
Parallels, under 6" in length.
Protractors, all types, excluding draftsmen's.
Sets, combination.
Squares, calibrated 1/32" and finer, all types, including attachments, but excluding draftsmen's squares.
Squares, hardened steel.
Steel rules, calibrated 1/32" and finer, excluding draftsmen's rules and steel tape rules.
Straight edges, excluding cast iron or cast steel, and draftsmen's and carpenters'.
Trammels, all types, including attachments, but excluding draftsmen's trammels.
Vernier tools, all types.

[F. R. Doc. 44–10097; Filed, July 10, 1944; 10:53 a. m.]

3284[1]—BUILDING MATERIALS

[Limitation Order L–236, as Amended July 10, 1944]

HARDWARE SIMPLIFICATION

§ 3284.81[1] *Limitation Order L–236*—(a) *Issuance of schedules of simplification of lines.* The War Production Board may, from time to time, issue schedules establishing simplified practices with respect to types, sizes, forms, specifications or other qualifications for any hardware. From and after the effective date of any such schedule, no such products shall be produced or fabricated, except as specifically permitted by such schedule.

(b) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter, in triplicate, referring to the particular provision appealed from and stating the grounds of the appeal. Appeals shall be filed with the field office of the War Production Board for the district in which is located the plant or branch of the appellant to which the appeal relates.

(c) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable provisions of the regulations of the War Production Board, as amended from time to time.

(d) *Communications to War Production Board.* All reports required to be filed hereunder, and all communications concerning this order, shall, unless otherwise directed, be addressed to the War Production Board, Building Materials Division, Washington 25, D. C., Ref.: L–236.

(e) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

Issued this 10th day of July, 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10101; Filed, July 10, 1944; 10:53 a. m.]

PART 3284—BUILDING MATERIALS

[Limitation Order L–236, Schedule II, as Amended July 10, 1944]

MARINE JOINER HARDWARE

§ 3284.83[2] *Schedule II to Limitation Order L–236*—(a) *Definitions.* For the purpose of this schedule:

(1) "Producer" means any person who manufactures, fabricates, assembles, melts, casts, extrudes, rolls, turns, spins, finishes, or otherwise processes Marine Joiner Hardware.

[1] Formerly Part 3154, § 3154.1.
[2] Formerly Part 3154, § 3154.3.

(2) "Marine joiner hardware" means locks; latches; door and cabinet trim including escutcheons, bolts, hooks, knobs, levers, tee handles, roses and turn pieces; butts and hinges; spring and floor hinges; door bumpers, closers and holders; dutch door sets; and miscellaneous hardware; as listed in Tables I through V of this Schedule, designed and constructed for marine use.

(3) "Marine use" means use on any commercial tugboat, cargo, combat, commercial fishing, passenger, transport ship or vessel.

(4) "Magnetic circle" means an area having the ship's compass as its center, and within which the presence of marine joiner hardware containing ferrous metal might influence the operation of the compass.

(5) "Secondary brass" means a copper base alloy in the composition of which the percentage of copper does not exceed 74 per cent and the percentage of tin does not exceed 2 per cent of the total weight of the alloy.

(b) *Simplified practices.* Pursuant to Limitation Order L–236, after July 10, 1944, no producer shall produce marine joiner hardware listed in this schedule which fails to conform with the permitted materials, finishes, sizes, types, grades and provisions set forth in Tables I through V and elsewhere in this schedule.

(c) *Restrictions affecting pleasure boats.* No producer shall produce any marine joiner hardware designed for use on pleasure boats.

(d) *Exceptions.* The provisions of this schedule do not apply to:

(1) Parts produced for the purpose of repair of marine joiner hardware.

(2) Marine joiner hardware produced from material or parts in the possession of the producer on or before the 28th day of August, 1943.

(3) Marine joiner hardware produced to fill a contract of the Army, Navy, Maritime Commission or War Shipping Administration, when such contract for marine joiner hardware has been executed prior to August 28, 1943.

(4) Mortise locks and butts produced for installation as a replacement of locks and butts produced prior to August 28, 1943, when the sizes and types permitted by this schedule will not fit the original mortise.

(e) *Exceptions from limitations of Table I of this schedule.* Notwithstanding the restrictions established in Table I of this schedule, marine joiner hardware may be furnished in non-ferrous metal:

(1) Where its installation is within the magnetic circle; or

(2) For application on exterior parts of a ship or vessel; or

(3) Where the use of non-sparking metal is necessary to prevent a hazard in the use or storage of explosive or inflammable materials.

Issued this 10th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

NOTE: Tables I–V amended July 10, 1944

TABLE I—MATERIALS AND FINISHES PERMITTED

(Subject to permissible exceptions in (e) of this schedule)

The following items of marine joiner hardware shall be made only from the materials specified opposite each of them.

Butts and hinges—Steel with brass pin.
Cabinet locks—Brass.
Cupboard turns and catches—Brass.
Cylinder keys—Brass or zinc.
Door closers—Cast iron or die cast zinc base alloy body, malleable iron or steel arms.
Door bumpers—Ferrous metal with felt, cork or scrap rubber tips. (When equipped with anti-rattle or swivel hook, the hook and eye may be secondary brass.)
Key tags—Fibre, plastics, zinc, brass or aluminum.
Lock cylinders—Brass.
Lock springs—Phosphor bronze.
Name plates—Cast iron, plastics, zinc, aluminum or porcelain enamel on steel.
Padlocks—Brass or zinc base alloy.
Spindles—Steel (when spindle is cast as integral part of a knob or ring handle it may be of the same material as the knob or ring).
Wardrobe and stateroom hooks—Ferrous metal or plastics.

Items of marine joiner hardware not listed above shall be made of ferrous metal, secondary brass, zinc base alloy, zinc, plastics or aluminum.

Items made of brass or secondary brass shall not be polished finer than with #120 wheel and shall not be buffed.

Items made of ferrous metal may be furnished galvanized or zinc coated.

Items made of aluminum shall be manufactured for use only as permitted under the terms of Order M–1–I; and shall be wherever practicable of low grade aluminum.

TABLE II—LOCKS AND LATCHES

Each manufacturer shall be limited in production to the number of types and sizes indicated for each lock or latch described functionally in this table, except locks required for metal doors which may be made in sizes according to templates established prior to August 28, 1943.

Locks and latches keyed alike shall be furnished with not more than one key per lock or latch. Other locks and latches shall be furnished with not more than two keys per lock or latch. Only six master keys may be furnished with each group of locks or latches when required to be master keyed.

Cylindrical locks and latches with comparable functions may be substituted for mortise locks and latches described hereinafter.

Locks and latches may be equipped with either swing or slide latch bolts.

Handles may be substituted for knobs when necessary on locks and latches.

1. Mortise cylinder lock: (1 type, 2 sizes).
Operation—Latch bolt by knob from either side, dead bolt by key from outside and by turn piece from inside.

1A. Same as No. 1 with two cylinders.
Operation—Dead bolt by key only from either side.

2. Mortise cylinder lock, panic proof: (1 type, 2 sizes).
Construction—Latch bolt only.
Operation—Latch bolt by key from outside and by knob at all times from inside. Inside turn piece dead locks latch bolt but it is automatically released when inside knob is operated. Outside knob always rigid.

3. Mortise cylinder lock, panic proof: (1 type, 2 sizes).
Construction—Latch bolt and dead bolt.
Operation—Latch bolt and dead bolt by key from outside and by knob at all times from inside. Inside turn piece throws dead bolt but latch bolt and dead bolt are automatically released when inside knob is operated. Outside knob always rigid.

4. Mortise cylinder lock: (1 type, 2 sizes).
Latch—Swing or anti-friction.
Auxiliary latch—Swing or slide.
Operation—Latch bolt by knobs from either side except when outside knob is made rigid by stops in face then by key from outside. Inside knob always operative. Auxiliary latch dead locks latch bolt.

4A. Same as No. 4 with ¾" throw of latch bolt (for fire doors).

5. Mortise cylinder lock: (1 type, 1 size).
Latch bolt—¾" throw (for fire doors).
Operation—Latch bolt by knob from either side. Dead bolt by key from outside. Inside turn piece throws dead bolt but latch bolt and dead bolt are automatically released when inside knob is operated.

6. Mortise cylinder dead lock: (1 type, 1 size).
Operation—By key only from outside and by turn piece from inside.

6A. Same as No. 6 with two cylinders.
Operation—By key only from either side.

7. Rim cylinder lock: (1 type, 1 size).
Operation—Latch bolt by knob from either side at all times. Dead bolt by key from outside and by turn piece from inside.

8. Bit key mortise lock: (1 type, 3 sizes).
Operation—Latch bolt by knob from either side. Dead bolt by key from either side.

9. Bit key rim lock: (1 type, 2 sizes).
Operation—Latch bolt by knob from either side. Dead bolt by key from either side.

10. Rim cylinder lock for metal or wood doors: (1 type, 2 sizes).
Operation—Latch bolt by knob from either side. Dead bolt by key from outside and by turn piece from inside.

11. Bit key rim lock for metal or wood doors: (1 type, 2 sizes).
Operation—Latch bolt by knob from either side. Dead bolt by key from outside and by turn piece or key from inside.

12. Mortise communicating door lock: (1 type, 1 size).
Operation—Latch bolt by knob from either side. Split dead bolt by turn piece from either side.

13. Mortise bathroom lock: (1 type, 1 size).
Operation—Latch bolt by knob from either side. Dead bolt by turn piece from inside and emergency key from outside.

14. Rim bathroom lock: (1 type, 1 size).
Operation—Latch bolt by knob from either side. Dead bolt by turn piece from inside and emergency key from outside.

15. Mortise bathroom latch, panic proof: (1 type, 1 size).
Operation—Latch bolt by knob from either side except when outside knob is dead locked by inside turn piece. When turn piece has been thrown operation of inside knob automatically releases latch bolt. Access by emergency key from outside.

16. Bit key narrow rim lock: (1 type, 1 size).
Size of case—approximately 4¼" by 2".
Operation—Latch bolt by knob from either side. Dead bolt by key from either side.

17. Mortise knob latch: (1 type, 1 size).
Operation—Latch bolt by knob from either side.

18. Rim knob latch for metal or wood doors: (2 types, 1 size each).
Operation—Latch bolt by knob from either side.

19. Mortise screen door latch: (1 type, 1 size).
Operation—Latch bolt by knob from either side.

20. Rim screen door latch: (1 type, 1 size).
Operation—Latch bolt by knob from either side.

21. Rim screen door latch: (1 type, 1 size).
Operation—Latch bolt by knob from either side. Auxiliary slide stop on inside.

22. Rim closet latch: (1 type, 1 size).
Operation—Latch bolt by knob from either side or by knob outside and turn piece inside. Latch bolt can be set by outside key.

23. Rim wardrobe latch: (1 type, 1 size).
Operation—Latch bolt by knob from outside only.

24. Half-mortise cupboard latch: (1 type, 1 size).
Operation—Latch bolt by knob from outside only.

25. Rim toilet door latch: (1 type, 1 size).
Operation—Latch bolt by knob from either side. Latch bolt can be dead locked by thumb piece on inside.

26. Mortise cylinder night latch: (1 type, 1 size).
Operation—By key from outside and by knob from inside. Latch bolt can be held retracted by stop in face.

27. Rim cylinder night latch: (1 type, 1 size).
Operation—By key from outside and by turn knob from inside. Stop can be set to hold latch retracted.

28. Rim cylinder dead lock: (1 type, 1 size).
Operation—By key from outside and by turn knob from inside. Stop can be set to hold bolt retracted.

29. Mortise cylinder sliding door lock: (1 type, 1 size).
Operation—Latch bolt by knobs or by vertical lever handles except when locked by key from either side.

29A. Same as No. 29 except locked with a bit key.

30. Mortise sliding door latch: (1 type, 1 size).
Operation—Latch bolt by knobs or by vertical lever handles at all times.

TABLE III—DOOR, CABINET AND LOCK TRIM

1. Key plates, escutcheons and roses:
Key plates, approximate size 1¾" x 1¼".
Lock escutcheons, approximate size 8" x 2¼".
Screen door escutcheons, approximate size 4" x 1⅜".
Knob roses, approximate size 2" diameter.
(Knob roses for cylindrical locks may be approximately 2½" diameter).

2. Knobs:
Door knobs shall be ellipsoid or round types. Ellipsoid type shall be approximately 2½" x 1¾". Round type shall be approximately 2¼" diameter.
Knobs and levers for screen door sets.
Knobs shall be approximately 1¾".
Levers shall be approximately 2".
Knobs and closet spindles for wardrobe sets. Knobs may be ellipsoid or round with closet spindle to suit thickness of door.

3. Tee and lever handles.
Each manufacturer limited to two sizes of each.

4. Turn pieces.
Shall have oval plates approximately 1¾" x 1¼" with crescent or ellipsoid turns.

5. Vertical lever handles and quadrants.
(For sliding door locks.)
Lever handles shall be approximately 5¼" x 2¼".

6. Cabin door hooks—Navy Specification 42–H–5c, limited to sizes 2½", 3½", 4", 5", 6" and 8".

7. Ajar hooks—Same as No. 6, furnished with two eyes.

8. Square bolts—4", 6".
Square neck bolts—3" 4".
Barrel bolts—Federal type E–1019—2", 2½", 3", 4" and 5".

9. Lavatory throw bolts.
Approximate size 2⅛" x ¾"—Bar 3⅞".

10. Lavatory door pivots.
Similar to Russwin-Newton type.

11. Dutch door sets.
Set to consist of not more than two stay arms approximately 11" long, one pair 2" x 2" tight pin butts and two only friction catches approximately ¾" x ⅜".

12. Door closers and brackets.
Door closers shall be surface type—Federal E–3004 or E–3005.
Brackets shall be corner or soffit types.

13. Door pulls.
Federal type E–1274.

14. Cupboard turns.
Federal type 1082.

15. Grab rail brackets.
Similar to #93 and #94 as shown in Sargent & Company's Catalog #43.

TABLE IV—BUTTS, HINGES, HASPS AND SPRING HINGES

Butts shall be limited to the types and sizes permitted in Table I of Schedule I of L–236 and to the types and sizes listed in Navy specification 42H34e, with the addition of the following sizes: 3 x 2¾, 4 x 3, 5 x 4, 5 x 5 and 5½ x 4½.

Strap hinges, T. hinges, cabinet hinges, and hasps shall be limited to the types and sizes permitted in Tables I, III and VII of Schedule I of L–236.

Floor hinges shall be limited to the types and sizes permitted in Table II of Schedule I of L–236.

Spring hinges shall be limited to the types and sizes permitted in Tables VII and IX of Schedule I of L–236, with the addition of the following:

3 x 2 half surface cabinet spring hinge.
4" half surface spring hinge (similar to Bommer Springe Hinge Co.'s #10001).

TABLE V—MISCELLANEOUS

1. Name plates—Limited to one design for each manufacturer. Approximate width 1", length as required by lettering.

2. Sash anti-rattlers—Limited to one size and type for each manufacturer.

3. Side sash fasteners—Limited to one size and type for each manufacturer. May be furnished with single or continuous strikes.

4. Key tags, rings and links—Key tags may be oval (approximately ¾" x 2¼"), or round (approximately 1⅜" dia.).

5. Wardrobe and stateroom hooks—Two or three prong type, base approximately 1¾" x 1¾", projection not over 3½".

6. Cabinet locks—Types and sizes limited to those permitted in Table XIII of Schedule I of L–236 and to those listed in Navy specifications 42L13 (INT), 42L14 (INT) and 42L4 (INT). Cabinet locks keyed alike shall be furnished with not more than one key for each lock.

7. Padlocks—Types and sizes limited to those permitted in Table XIV of Schedule I of L–236. Padlocks keyed alike shall be furnished with not more than one key for each lock.

8. Door bumpers (Floor type)—Each manufacturer limited to one style and size with anti-rattle hook and one style and size without anti-rattle hook.

9. Door bumpers (Wall type)—Each manufacturer limited to one style with anti-rattle hook and one style without anti-rattle hook. Projection not to exceed 5".

[F. R. Doc. 44–10104; Filed, July 10, 1944; 10:53 a. m.]

PART 3284 [1]—BUILDING MATERIALS

[Limitation Order L–236, Revocation of Interpretation 1 to Schedule II]

Interpretation 1 to Schedule II of Limitation Order L–236, dated January 14, 1944, is superseded by the amendment to Schedule II of Limitation Order L–236, issued the 10th day of July 1944.

Issued this 10th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10105; Filed, July 10, 1944; 10:53 a. m.]

PART 3288—PLUMBING AND HEATING EQUIPMENT

[Limitation Order L–23–c, Interpretation 2]

The following interpretation is issued with respect to Limitation Order L–23–c:

CHANGES IN STOVE MODELS

The restrictions contained in paragraph (c) (4) of Limitation Order L–23–c limiting the manufacture of stoves to the numbers of models, sizes, and other specifications contained on List B apply to all stoves produced by the manufacturer, and not merely to those produced at any one time. No person who has already produced the number of models and sizes allowed may change any size or model to a different size or model or different specifications without first obtaining specific authorization from the War Production Board to make such a change.

Issued this 10th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10102; Filed, July 10, 1944; 10:54 a. m.]

PART 3290—TEXTILE, CLOTHING AND LEATHER

[Conservation Order M–379]

WORK CLOTHING PRODUCTION ORDER

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of work clothing and of materials and facilities used in the production of work clothing for defense, for private account, and for export. It is decmed necessary and appropriate in the public interest and to promote the national defense to assign priority to orders for work clothing and to allocate materials and facilities available for civilian work clothing production on the conditions and in the manner and to the extent set forth in the following order:

§ 3290.341 Conservation Order M–379 (a) *Definitions.* For the purpose of this order:

(1) "Civilian work clothing" means the following items:

Civilian work clothing:
(1) Men's bib overalls.
(2) Boys' bib overalls.
(3) Men's dungarees.

[1] Formerly Part 3154.

(4) Boys' dungarees.
(5) Men's work shirts.
(6) Boys' work shirts.
(7) Men's one piece work suits.
(8) Men's work pants.
(9) Boys' work pants.
(10) Men's overall jackets (jumpers).
(11) Men's blanket-lined coats.

(2) "Garments" means civilian work clothing and any similar garments (such as shirts, dungarees, battle dress, fatigues, etc.) made for delivery to United States Army or Navy. It does not include headwear, leggings, hosiery and gloves.

(3) "Unit" means a dozen of garments, whether civilian work clothing or garments for delivery to the United States Army or Navy.

(4) "Base period" means the third calendar quarter of the year 1942.

(5) "Military unit" means a dozen of garments delivered by the producer to fill contracts of the United States Army or Navy.

(6) "Manufacturer" means a person in the business of producing any item of civilian work clothing and includes any person who causes civilian work clothing to be manufactured commercially for his account. It also includes a person who manufactures similar garments (such as dungarees, battle dress, fatigues, etc.) for the United States Army and Navy.

(b) *Production quotas.* (1) Each manufacturer shall in the calendar quarter beginning July 1, 1944, and in each calendar quarter thereafter, produce at least 90% of the number of units he produced in the base period. Thus, if the manufacturer's production in the base period totaled 100,000 dozen, he is required to produce quarterly at least 90,000 dozen garments, civilian and military. If in the particular quarter his production of military garments is 50,000 dozen, this amount may be subtracted from his total production quota (that is, 90% of his units of production in the base period), and his civilian work clothing quota in that quarter would be 40,000 dozen. The War Production Board may from time to time order increased production by the entire industry or by individual manufacturers. Unless his inventory of any finished item of civilian work clothing is less than 30 days production of the item, each manufacturer shall accept and fill all orders for the item tendered to him at regularly established terms and prices.

(2) *Civilian work clothing production quota by items.* Each manufacturer shall produce the number of units of civilian work clothing required by paragraph (b) (1) in those items of civilian work clothing which he produced in the base period; and the proportion of his production of each item to his total production of civilian work clothing in each calendar quarter shall be the same as the proportion which his production of such item in the base period was to his total civilian work clothing production in the base period. However, to the extent only that his machinery suitable for the manufacture of an item of civilian work clothing is not available because it is being operated in the manufacture of military garments he may shift his quota of that civilian item to other civilian items. (Thus, if in the base period he produced men's bib overalls, boys' bib overalls, boys' work shirts and men's one piece work suits, he must continue to produce the same items; and if in the base period his production of each of these items was 25% of his total civilian production, he must continue to produce each of these items in the same proportion to his total civilian production. If his shirt machinery is taken up by military production, he may shift his quota of boys' work shirts to the other items.)

(c) *Priorities assistance.* The War Production Board may from time to time issue special programs for the production with priorities assistance and for the distribution of specified quantities of specified items of civilian work clothing.

(d) *Miscellaneous provisions.*—(1) *Applicability of regulations.* Except as otherwise provided herein, this order and all transactions affected thereby are subject to all applicable regulations of the War Production Board as amended from time to time.

(2) *Violations and false statements.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(3) *Communications.* All reports to be filed hereunder and communications concerning this order shall, unless otherwise directed, be addressed to the War Production Board, Clothing, Knit Goods and Equipage Division, Washington, 25, D. C. Ref.: M-379.

(4) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter in triplicate, referring to the particular provision appealed from and setting forth the grounds of the appeal. An appeal for the suspension of the requirements of paragraph (b) may be made on the ground that compliance therewith will result in production at a loss, *Provided*, That an application for price relief on that ground is first filed with the Secretary of the Office of Price Administration, Washington, D. C., and a copy is filed with the War Production Board appeal. If the War Production Board appeal is granted, requirements for increases above current production will be suspended until the decision by the Office of Price Administration upon the application for price relief. This paragraph does not indicate or limit the extent or kind of price relief, if any, which may be granted by the Office of Price Administration.

Issued this 10th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10096; Filed, July 10, 1944; 10:52 a. m.]

PART 3293—CHEMICALS

[Allocation Order M-30, as Amended July 10, 1944]

ETHYL ALCOHOL

§ 3293.66 *Allocation Order M-30.*—(a) *Definitions.* (1) "Ethyl alcohol" means the product of that name, from whatever source derived. The term includes mixtures of ethyl alcohol and denaturants, including the product known as "proprietary solvent." The term does not include ethyl alcohol which has been tax paid for beverage purposes.

(2) "Producer" means any person engaged in the production of ethyl alcohol under an industrial alcohol permit issued by the Bureau of Internal Revenue and includes any importer and any person who has ethyl alcohol produced for him pursuant to toll agreement.

(3) "Distributor" means any person who has purchased or purchases ethyl alcohol for purposes of resale.

(4) "Supplier" means a producer or distributor.

(b) *General restrictions on deliveries and use.* (1) No person shall accept delivery of ethyl alcohol from a supplier except in accordance with the procedure established by paragraphs (c) and (d) or except upon specific written authorization of the War Production Board issued on application made pursuant to paragraph (e).

(2) No supplier shall deliver any ethyl alcohol except in accordance with the provisions of paragraph (f) or except upon specific written authorization of the War Production Board, issued on application made by the supplier under paragraph (g).

(3) No supplier shall use any ethyl alcohol except upon specific written authorization of the War Production Board issued on application made by him under paragraph (e).

(c) *Acceptance of certain deliveries of 7900 gallons or less per quarter.* Any person may without specific written authorization of War Production Board accept delivery in any calendar quarter from all sources or not more than 7900 gallons of ethyl alcohol, subject to two conditions. The first condition is that he shall have furnished to each supplier from whom he obtains delivery a certificate substantially in the form set forth in Appendix C. The second condition is that the aggregate amount received (in no case in excess of 7900 gallons) must be within the following additional quantity limitations:

(1) Where the purpose for which delivery is requested is the manufacture of any of the following products, the quantity received in any calendar quarter shall not (without specific written authorization) exceed 100% of the quantity used for the same purpose in the corresponding calendar quarter of the 12-month period ended June 30, 1941:

Adhesives.
Agricultural poisons.
Brake fluids.
Cutting oils.
Drugs and pharmaceuticals (not including rubbing alcohol or products specifically listed in paragraphs (c) (3) or (c) (4)).
Embalming fluids.
Food products (except candy glazes, pectin and vinegar).
Laboratory and experimental.
Photographic materials (including photo engraving).
All other products not classified in paragraphs (c) (2) to (c) (6) inclusive.

(2) Where the purpose is the manufacture of any of the following products, the quantity received in any calendar quarter shall not (without specific written authorization) exceed 50% of the quantity used (meaning used or processed on the premises of the person who is entitled to the quota) for the same purpose in the corresponding calendar quarter of the 12-month period ended June 30, 1941:

Candy glazes.
Cleaning and polishing preparations (including shoe and floor polishes).
Deodorant sprays (non-body).
Natural shellac or shellac substitute.
Tooth cleaning preparations.
Witch hazel.
All toiletries and cosmetics including but not limited to:
Bay rum.
Body deodorants.
Face and hand creams and lotions.
Hair and scalp preparations.
Perfume and perfume materials, tinctures and fixatives.
Shampoos.
Toilet soaps (including shaving cream).
Toilet waters.

However, any person who, during the period from July 1, 1942 to June 30, 1943 inclusive, held a permit issued by the Bureau of Internal Revenue and who purchased ethyl alcohol in quantities averaging not in excess of 162 gallons per calendar quarter during such period and who used such ethyl alcohol for the manufacture of toiletries and cosmetics, may continue to purchase and use not more than 162 gallons of ethyl alcohol per calendar quarter for the manufacture of toiletries and cosmetics.

For the purposes of this paragraph (c) (2) all toiletry and cosmetic uses of ethyl alcohol shall be considered as a whole, and the use during the base period of ethyl alcohol in the manufacture of a particular toiletry or cosmetic product may be used to support the acceptance of delivery for use in the manufacture of a different toiletry or cosmetic product. For example, ethyl alcohol used in the manufacture of toilet waters during the base period would support the receipt of ethyl alcohol for the manufacture of after-shave lotions containing ethyl alcohol.

(3) Where the purpose is the manufacture of one of the following products, the quantity received in any calendar quarter shall not (without specific written authorization) exceed 60% of the quantity used for the same purpose in the corresponding calendar quarter of the 12-month period ended June 30, 1941:

Antiseptics for oral uses (including Antiseptic Solution N. F.).
Mouth washes.

(4) Where the purpose is the manufacture of any of the following products, there shall be no further limitation on the quantity received (beyond the requirement that only 7900 gallons may be accepted in a calendar quarter):

Acetaldehyde.
Acetic acid (except vinegar for food use).
Basic medicinal chemicals not in compounded form.
Biological preparations.
Butadiene.
Diethylamine.
Dyes and intermediates (manufacture of).
Ethers.
Ethyl acetate.
Ethyl chloride.
Other ethyl esters.
Ethylene dibromide.
Ethylene gas.
Ethylene oxide.
Explosives (military and industrial).
Flotation reagents.
Fulminate of mercury.
Glycols.
Hydrosulfites.
Nitrocellulose (dehydration).
Pectin.
Plastics and synthetic resins (manufacture of).
Styrene.
Xanthates.

(5) Where the purpose is the manufacture of one of the following products, the quantity received in any calendar quarter shall not (without specific written authorization) exceed 110% of the quantity used for the same purpose in the corresponding calendar quarter of the 12-month period ended June 30, 1941:

Flavoring extracts.
Vinegar.

(6) Where the purpose is the manufacture of any rubbing alcohol compound or preparation, the quantity received in any calendar quarter shall not (without specific written authorization) exceed 15% of the quantity used for the same purpose in the corresponding calendar quarter of the 12-month period ended June 30, 1941.

(7) Where the purpose is not the manufacture of other products but resale as ethyl alcohol, specific written authorization of War Production Board shall in every case be obtained, whatever the quantity, except as provided in (d) (1).

(d) *Special exemptions.* The following deliveries may be accepted without War Production Board authorization, notwithstanding the provisions of paragraphs (b) and (c) of this order:

(1) *Small deliveries.* Any person, upon giving to each supplier from whom he obtains delivery a certificate substantially in the form set forth in Appendix D, may, without any limitation based on past use, accept small deliveries as specified in this paragraph. The specified maximum quantity of either (but not both) of the following two categories of ethyl alcohol may be accepted from all sources: (i) 972 gallons, which may be comprised of proprietary solvent or completely denatured alcohol, or a portion of each, or, in the alternative (ii) 162 gallons which may be comprised of specially denatured or pure alcohol, or a portion of each. However, in computing the amount which may be so accepted, all other ethyl alcohol delivered or ordered for delivery in the same quarter pursuant to any of the provisions of this order, must be taken into account and only the difference between any amounts so delivered and ordered and either 972 gallons or 162 gallons, as the case may be, may be accepted pursuant to this paragraph. Moreover, specially denatured and pure alcohol may not be accepted under this paragraph for use in the manufacture of rubbing alcohol compound or preparation or for use in the manufacture of toiletries and cosmetics.

Any person entitled under this paragraph to receive a small delivery of ethyl alcohol shall not tell the supplier to deliver it to another person for processing under toll agreement or if the delivery was made directly to the person entitled under this paragraph to receive it, he shall not thereafter deliver the alcohol to another person for processing under toll agreement.

(2) *Hospitals and scientific institutions.* Any hospital or scientific institution holding a permit issued by the Bureau of Internal Revenue permitting it to acquire undenatured alcohol tax free, may, without any limitation based on past use, accept delivery of such quantity of alcohol as it is permitted to acquire tax free by such permit.

(3) *Beverage use.* Any person may accept delivery of ethyl alcohol in bond for the purpose of tax paying the same for beverage purposes if that person is authorized to do so under the rules and regulations of the Bureau of Internal Revenue.

(e) *Acceptance of deliveries (and use by suppliers) upon specific authorization.* Each person seeking specific authorization to accept delivery of ethyl alcohol during any calendar quarter, whether for his own consumption or resale (and each supplier requiring authorization to use ethyl alcohol in any calendar quarter) shall file application therefor on or before the 5th day of the last month of the preceding quarter. The application will be made on Form WPB-2945 (formerly PD-600) in the manner set forth in the general instructions appearing on that form, subject to the special instructions appearing in Appendix A to this order. If there is any inconsistency between the general and special instructions, the special instructions must be followed.

(f) *Special provisions governing deliveries by suppliers.* (1) A supplier may without specific authorization of the War Production Board deliver to any person, who has filed with him the appropriate certificate substantially in the form either as set forth in Appendix C or in Appendix D, the quantity of ethyl

alcohol which such person is entitled to receive under one of the paragraphs (c) (1) to (c) (6), inclusive, or under paragraph (d) (1). A supplier must not deliver ethyl alcohol where he knows or has reason to believe that the certificate is false, but in the absence of such knowledge or reason to believe he may rely upon it.

(2) A supplier may, without such certificate and without specific authorization of the War Production Board, deliver to any hospital or scientific institution which holds a permit issued by the Bureau of Internal Revenue permitting it to acquire undenatured alcohol tax free, such quantity of alcohol as such hospital or scientific institution is permitted to acquire tax free by its permit.

(3) Any person may tax pay for beverage purposes, and any producer may deliver in bond to any person authorized under the rules and regulations of the Bureau of Internal Revenue to receive ethyl alcohol in bond for the purpose of tax paying the same for beverage purposes, such quantity of ethyl alcohol as is authorized by War Production Board pursuant to application of the original producer made by letter addressed to the Chemicals Bureau, War Production Board, Washington 25, D. C.

(4) If War Production Board issues written directions to suppliers reducing the quantities of ethyl alcohol which may be delivered pursuant to paragraph (f) (1), suppliers will rateably reduce all orders for ethyl alcohol from customers wishing it for the same class of use.

(g) *Deliveries by suppliers upon specific authorization.* Each supplier requiring specific authorization to deliver ethyl alcohol during any calendar quarter shall file application on or before the 15th day of the last month of the preceding quarter. The application will be made on Form WPB 2947 (formerly PD–602) in the manner set forth in the general instructions appearing on that form, subject to the special instructions appearing in Appendix B. If there is any inconsistency between the general and special instructions, the special instructions must be followed.

(h) *Special authorizations and directions.* (1) Authorizations and directions with respect to delivery to be made or accepted in each calendar quarter (and with respect to use by suppliers in each calendar quarter) will generally be issued by War Production Board prior to the beginning of such quarter, but War Production Board may at any time in its discretion and notwithstanding any of the provisions of this order issue directions to any person with respect to:

(i) Use, delivery or acceptance of delivery of ethyl alcohol.

(ii) Production of ethyl alcohol, including raw materials which may be used.

(2) War Production Board may issue to suppliers and other persons, other and different instructions with respect to the preparation or filing of Form WPB 2947 (formerly PD–602) and Form WPB 2945 (formerly PD–600).

(i) *Special restrictions; rubbing alcohol, anti-freeze, beverage use.* (1) No person shall deliver ethyl alcohol or any compound or preparation containing ethyl alcohol for use as rubbing alcohol or for the manufacture of any rubbing alcohol compound or preparation: *Provided*, That this restriction shall not prevent deliveries to:

(i) A hospital or scientific institution holding a permit issued by the Bureau of Internal Revenue permitting it to receive undenatured alcohol tax free.

(ii) Licensed physicians, dentists and veterinarians.

(iii) The holders of written prescriptions or orders of licensed physicians, dentists and veterinarians.

(iv) A wholesale or retail druggist, for resale in accordance with this paragraph (i) (1) only.

(v) A manufacturer of any rubbing alcohol compound or preparation or a packager or bottler of any such compound or preparation (in amounts not exceeding the amounts permitted by paragraph (c) (6) hereof), for resale in accordance with this paragraph (i) (1) only.

(2) The restrictions of this order shall govern delivery of ethyl alcohol to and acceptance of delivery of ethyl alcohol by any person for use in the manufacture of anti-freeze preparations, provided that:

(i) Any person may deliver or accept delivery of completed anti-freeze preparations containing ethyl alcohol without specific authorizations under this order; and

(ii) Nothing contained in this order shall be construed to permit the manufacture, delivery or acceptance of delivery of any anti-freeze preparation in violation of § 1100.1, Limitation Order L–51, as from time to time amended.

(3) [Deleted July 10, 1944.]

(j) *Special provisions; inventories, unfilled orders.* (1) Ethyl alcohol allocated for inventory shall not be used except as specifically authorized or directed in writing by War Production Board.

(2) Ethyl alcohol allocated to fill a specified order or class of orders shall, where and to the extent that such order or class of orders is for any reason not filled, revert to inventory as though originally allocated therefor.

(k) *Transactions outside the United States.* This order does not apply to deliveries of ethyl alcohol which are both made and received outside of the forty-eight states and the District of Columbia, or to the use of ethyl alcohol outside such states and District, but the import of ethyl alcohol shall be subject to all the provisions hereof.

(l) *Miscellaneous provisions*—(1) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable regulations of War Production Board, as amended from time to time.

(2) *Forms.* Forms WPB 2945 and WPB 2947, provided for in paragraphs (e) and (g) have been approved by the Bureau of the Budget, in accordance with the Federal Reports Act of 1942.

(3) *Violations.* Any person who willfully violates any provision of this order, or who, in connection with this order willfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(4) *Communications to War Production Board.* All reports required to be filed hereunder, and all communications concerning this order, shall, unless otherwise directed, be addressed to: War Production Board, Chemicals Division, Washington 25, D. C.; Ref: M–30.

Issued this 10th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

APPENDIX A—SPECIAL INSTRUCTIONS FOR CUSTOMER'S FORM WPB 2945 (FORMERLY PD–600)

(1) *Obtaining forms.* Form WPB 2945 (formerly PD–600) may be obtained at local field offices of the War Production Board.

(2) *Number of copies.* Prepare an original and four copies. File the original and two copies with War Production Board, Chemicals Division, Washington 25, D. C., Ref: M–30, file one copy with each supplier with whom an order is placed, and retain the final copy for your files.

(3) *Information at top of page.* In the heading, under "Name of chemical," specify "Ethyl alcohol"; under "WPB Order No.," specify "M–30"; under "Indicate unit of measure," specify "Wine gallons." In space following heading "Name of supplier with whom this order is placed," state name of usual supplier and also specify his shipping point, if known.

(4) In headings at top of Tables I, III, and IV, substitute "quarter" for "month" and specify particular quarter and year; for example, "third quarter, 1944."

(5) *Proof.* In columns 1, 11 and 19, specify proof, whether pure or denatured, and if denatured, the formula number.

(6) *Primary product.* In column 8, applicant will specify his primary product in terms of the following:

Acetaldehyde.
Acetic acid (except vinegar for food use).
Adhesives.
Agricultural poisons.
Antiseptics for oral uses.
Basic medicinal chemicals not in compounded form.
Biological preparations.
Brake fluids.
Butadiene.
Candy glazes.
Cleaning and polishing preparations (specify).
Cutting oils.
Deodorant sprays (non-body).
Diethylamine.
Drugs and pharmaceuticals (other than rubbing alcohol and other products elsewhere in this paragraph specifically listed).
Dyes and intermediates (manufacture of).
Embalming fluids.
Ethers.
Ethyl acetate.
Ethyl chloride.
Other ethyl esters.
Ethylene dibromide.
Ethylene gas.
Ethylene oxide.
Explosives (specify whether military or industrial).
Flavoring extracts.
Flotation reagents.
Food products (except candy glazes, pectin and vinegar).
Fulminate of mercury.
Glycols.
Hydrosulfites.
Laboratory and experimental.
Mouth washes (other than antiseptics).
Nitrocellulose (dehydration).
Nitrocellulose (dissolving and as a diluent).
Pectin.
Photographic materials (including photo engraving).
Shellac, natural or substitute.
Synthetic plastics and synthetic resins (manufacture of).
Rubbing alcohol compounds.
Styrene.
Toiletries and cosmetics (specify).
Tooth cleaning preparations.
Vinegar.
Witch hazel.
Xanthates.
Other products (specify).
Resale (as ethyl alcohol).
Inventory (as ethyl alcohol).

(7) *Product end use.* In column 4, applicant will specify ultimate use of the product which he manufactures. (Where, for example, applicant's primary product called for in column 3 is "ethylene glycol," the ultimate use of product might be "aircraft coolant.") Applicant must also specify in each case whether his customer is Army, Navy, other government agency, Lend-Lease or commercial customer. Where Form WPB 2945 is application for ethyl alcohol for resale or inventory (in each case as ethyl alcohol), leave column 4 blank. If primary product called for in column 3 is under allocation pursuant to War Production Board order, indicate in column 4 "WPB allocation order number."

(8) In column 10 (Remarks) specify quantity of ethyl alcohol used by you in the manufacture of each primary product shown in column 8 in that calendar quarter of the 12-month period ended June 30, 1941, which corresponds to the quarter for which delivery is requested.

(9) *Tables II, III and IV.* Fill out completely Tables II, III and IV, except that Table IV need not be filled out for primary products under allocation. In Table II, substitute word "quarter" for "month" throughout. In Table III show all suppliers, including the supplier named on the face of the form, with whom orders have been placed, including orders against which deliveries may be made without specific authorization.

APPENDIX B—SPECIAL INSTRUCTIONS FOR SUPPLIER'S FORM WPB 2947 (FORMERLY PD–602)

(1) *Obtaining forms.* Form WPB 2947 (formerly PD–602) may be obtained at local field offices of War Production Board.

(2) *Number of copies.* Prepare an original and three copies, file the original and two copies with War Production Board, Chemicals Division, Washington 25, D. C., Ref: M–30, retaining the third copy for your files.

(3) *Information at top of form.* In heading under "Name of Material," specify "Ethyl alcohol"; leave grade blank; under "WPB Order No.," specify "M–30"; under "Indicate unit of measure," specify "Wine gallons."

(4) In heading "This schedule is for deliveries to be made during the month/quarter ending _____, 194__," strike out word "month" and insert the quarter and year to which the application relates.

(5) *Listing of customers.* In column 1 list the name of each customer from whom you have received a Form WPB 2945 (formerly PD–600) respecting a delivery in the applicable quarter. Do not list names of customers who have not filed with you Form PD–600. If it is necessary to use more than one sheet to list the customers, number each sheet in order and show on the last sheet total orders for customers whose Form WPB 2945 shows that they propose to accept more than 7,900 gallons in the calendar quarter and the total orders from customers whose Form WPB 2945 shows that they propose to receive not more than 7,900 gallons.

(6) *Primary product and end use.* It is not necessary to show primary product or end use with respect to a customer who files Form WPB 2945 (formerly PD–600). Instead, in column 1–a, opposite the name of each such customer, enter "WPB 2945."

(7) *Other orders to be lumped according to use.* In column 1, the supplier need not list names of customers to whom he proposes to make delivery in the applicable quarter, pursuant to paragraph (f) (1) of this order, but will instead show the total quantity of ethyl alcohol for which he has received orders for delivery in such quarter under each of the paragraphs (c) (1), (c) (2), (c) (3), (c) (4), (c) (5), (c) (6) and (d) (1). To do so, he will list in columns 1 and 1–a, for example, "Total quantity ordered for delivery under paragraph (c) (1)," and will list in column 4 the total quantity represented by the orders placed pursuant to such paragraph.

(8) *Proof.* In column 7 (remarks), specify proof, whether pure or denatured, and if denatured, the formula number with respect to all ethyl alcohol for which customer has filed WPB 2945. Do not show this information respecting orders for which WPB 2945 has not been filed and which are lumped under (7) above.

(9) *Use by producers.* Each producer who has filed application on Form WPB 2945 specifying himself as his supplier shall list his own name as customer on Form WPB 2947.

(10) *Table II.* Each producer will report production, deliveries and stocks as required by Table II, columns 9 to 16, inclusive. Distributors will fill out only columns 10, 12 and 13.

APPENDIX C—CUSTOMER'S CERTIFICATE ON CERTAIN DELIVERIES OF 7,900 GALLONS OR LESS (SEE PARAGRAPHS (C) (1) TO (C) (6), INCLUSIVE, AND (F) (1))

The undersigned hereby certifies to the War Production Board and to his supplier:

That the _____ gallons of ethyl alcohol hereby ordered for delivery in the _____ calendar quarter, 194__ [insert "second, 1944;" "third, 1944;" etc.] will be used for a class of use within paragraphs (c) (1), (c) (2), (c) (3), (c) (4), (c) (5), (c) (6) [strike out inapplicable paragraph numbers]; that the quantity used by the undersigned (in such class of use in the corresponding quarter of the 12 month period ended June 30, 1941, was _____ gallons, and that the amount ordered does not, taken together with all other ethyl alcohol delivered or ordered for delivery in such quarter, exceed _____ percent of the quantity used in such class of use in the corresponding quarter) or (in the manufacture of toiletries and cosmetics prior to July 1, 1943, did not exceed 162 gallons per calendar quarter) [strike out inapplicable clause in parentheses]

Date	Name of Purchaser
By _____	_____
Duly Authorized Official	Title

INSTRUCTIONS FOR CUSTOMER'S CERTIFICATE

(1) Prepare one copy for each supplier with whom an order is placed and one copy for your files. Wherever possible file certificate with supplier not later than the 5th day of the last month of the quarter preceding the quarter in which you wish to receive delivery. The certificate may be endorsed on the purchase order or be a separate paper. Do not file a copy with War Production Board.

(2) The certificate shall be signed by the purchaser, or an authorized official of the purchaser, either manually or as provided in Priorities Regulation No. 7.

APPENDIX D—CUSTOMER'S CERTIFICATES ON CERTAIN SMALL DELIVERIES (SEE PARAGRAPHS (D) (1) AND (F) (1))

The undersigned hereby certifies to the War Production Board and to his supplier: that the ethyl alcohol hereby ordered for delivery in the _____ calendar quarter (insert "second, 1944"; "third, 1944"; etc.) does not, taken together with all other ethyl alcohol of the applicable types delivered or ordered for delivery in such quarter, exceed the amount authorized pursuant to the provisions of paragraph (d) (1) of allocation Order M–30 and, if specially denatured alcohol or pure alcohol, will not be used for the manufacture of rubbing alcohol compound or preparation or for the manufacture of toiletries and cosmetics.

Date	Name of purchaser
By _____	_____
Duly Authorized Official	Title

[F. R. Doc. 44–10103; Filed, July 10, 1944; 10:53 a. m.]

PART 3293—CHEMICALS

[General Preference Order M–69, as Amended July 10, 1944]

DISTILLED SPIRITS

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of distilled spirits, as hereinafter defined, for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3293.101[1] *General Preference Order M–69*—(a) *Definitions.* (1) "Distilled spirits" means ethyl alcohol of 190 proof or higher produced from corn or grain.

(2) "High wines" means spirits distilled at less than 190 proof from corn or grain.

(3) "Producer" means any person engaged in the operation of a distillery under a registered distillery permit issued by the Bureau of Internal Revenue.

(4) "Distillery" means any distillery which has equipment and facilities to convert corn or grain into distilled spirits or high wines.

(b) *Restrictions on operations of distilleries.* No producer shall, except as specifically authorized or directed by the War Production Board, operate any part of his distillery except for the production of distilled spirits: *Provided, however*, That the War Production Board, on a proper showing by a producer that the equipment and facilities of his distillery, or of any part of his distillery, cannot be converted or adapted to the production of distilled spirits, may authorize the operation thereof for the production of high wines.

(c) *Restrictions on use.* No producer, except as specifically authorized or directed by the War Production Board shall use, bottle or barrel for beverage purposes or otherwise allocate or appropriate to such purposes any distilled

[1] Formerly Part 1050, § 1050.1.

spirits produced on or after February 20, 1942, or any high wines produced on or after November 1, 1942.

(d) *Directions and restrictions respecting delivery.* (1) The War Production Board will from time to time issue authorizations or directions to each producer to deliver specified quantities of distilled spirits to designated persons for designated non-beverage purposes. Except as specifically authorized or directed by the War Production Board, no producer shall deliver to any person distilled spirits produced on or after February 20, 1942: *Provided, however,* That if at any time all deliveries theretofore authorized or directed by the War Production Board have been made or provided for, a producer may deliver such distilled spirits for non-beverage purposes to the persons and in the quantities permitted by General Preference Order M-30, as amended from time to time.

(2) The War Production Board will from time to time issue authorizations and directions to each producer to deliver specified quantities of high wines to designated persons for redistillation into distilled spirits. Except as specifically authorized or directed by the War Production Board, no producer shall deliver high wines produced on or after November 1, 1942 to any person for any purpose. No producer shall deliver high wines produced before that date unless all deliveries theretofore directed by the War Production Board shall have been made or provided for.

(3) No person shall accept delivery of distilled spirits or high wines if such person knows or has reason to believe that the said delivery is made in violation of the restrictions of this paragraph (d).

(e) *Alterations of existing equipment and facilities.* Except as specifically authorized or directed by the War Production Board, no producer whose distillery has equipment and facilities for the production of distilled spirits shall alter such equipment and facilities in any way so as to impair the capacity of such distillery to produce distilled spirits.

(f) *Directions as to use of materials.* War Production Board may from time to time issue directions to producers as to the kinds of raw materials which may be used in the production of distilled spirits or high wines.

(g) *Notification of customers.* Producers of distilled spirits and high wines shall, as soon as practicable, notify each of their regular customers of the requirements of this order, but failure to give such notice shall not excuse any such person from complying with the terms hereof.

(h) *Miscellaneous provisions*—(1) *Applicability of priorities regulations.* This order and all transactions affected hereby are subject to all applicable provisions of the War Production Board priorities regulations, as amended from time to time.

(2) *Intra-company transactions.* The prohibitions and restrictions of this order with respect to deliveries of distilled spirits and high wines, shall apply not only to deliveries to other persons, including affiliates and subsidiaries, but also to deliveries from one branch, division or section of a single enterprise to another branch, division or section of the same or any other enterprise under common ownership or control.

(3) *Violations.* Any person who willfully violates any provision of this order, or who, in connection with this order, willfully conceals a material fact, or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(4) *Appeals.* Any person affected by this order who considers that compliance therewith would work an exceptional and unreasonable hardship upon him, or that it would result in a degree of unemployment which would be unreasonably disproportionate compared with the amount of material conserved, or that compliance with this order would disrupt or impair a progfam of conversion from non-defense to defense work, may appeal to the War Production Board by addressing a letter to the War Production Board, Chemicals Division, Washington, D. C., Ref: M-69, setting forth the pertinent facts and the reasons he considers that he is entitled to relief. The War Production Board may thereupon take such action as it deems appropriate.

(5) *Communications to War Production Board.* All reports required to be filed hereunder, and all communications concerning this order, shall, unless otherwise directed, be addressed to: War Production Board, Chemicals Division, Washington, D. C. Ref: M-69.

Issued this 10th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10095; Filed, July 10, 1944; 10:52 a. m.]

PART 3293—CHEMICALS

[General Allocation Order M-300
Schedule 34]

UREA AND MELAMINE ALDEHYDE RESINS

§ 3293.1034 *Schedule 34 to General Allocation Order M-300*—(a) *Definition.* "Urea or melamine aldehyde resin" means any synthetic reaction product of urea, thiorea or melamine with formaldehyde, paraformaldehyde, hexamethylenetetramine, furfural or any other organic compound containing the monovalent CHO radical. The term urea or melamine aldehyde resin shall include crystalline reaction products capable of resinification, such as dimethylol urea, and shall include all such resins, modified or otherwise, in liquid, solid, spray dried, cast, granulated or powdered form and in solutions commonly termed syrups and resin solutions, as well as resin dispersions and emulsions.

However, the term urea or melamine aldehyde resin shall not include any reaction product used in compounding rubber; any mixtures of urea or melamine aldehyde resins with other resins or plastics which are allocated under Order M-10 (Vinyl Polymers), Order M-246 (Phenolic Resins), or Schedule 17 (Acrylic Resins) or Schedule 35 (Urea and Melamine Aldehyde Molding Compound) under Order M-300, as now or hereafter amended; or any products made from urea or melamine aldehyde resin, such as plywood, paper, laminates, textiles, leather, sand cores, or protective coatings (other than resins sold by suppliers to protective coating manufacturers for use in the formulation of protective coatings).

(b) *General provisions.* Urea and melamine aldehyde resins are subject to the provisions of General Allocation Order M-300 as Appendix B materials. The initial allocation date is July 1, 1943, when urea and melamine aldehyde resins first became subject to allocation under Order M-331 (revoked). The allocation period is the calendar month. The small order exemption without use certificate is 10,000 pounds in the aggregate of urea and melamine aldehyde resin per person per month.

(c) *Interim provisions.* Use, delivery and acceptance of delivery of urea or melamine aldehyde resin prior to August 1, 1944, will be authorized on the basis of applications filed in the form heretofore prescribed in Order M-331 (revoked).

(d) *Suppliers' applications on WPB-2947.* Each supplier seeking authorization to use or deliver shall file application on Form WPB-2947 (formerly PD-602). The filing date is the 20th day of the month preceding the proposed delivery month. File separate sets of forms for liquid and for spray dried resin and for each of the following main classes of customers' uses: Adhesives and specialties (including plywood, woodworking, V-box, foundry core binder, froth resins, wet-strength paper), textiles, laminates, and protective coatings. Send three copies (one certified) to the War Production Board, Chemicals Bureau, Washington 25, D. C., Ref: M-300-34. Specify grade either as liquid or as spray dried. The unit of measure is pounds. An aggregate quantity may be requested without specifying customers' names for delivery on uncertified exempt 10,000 pound small orders. In Table II fill in Columns 8, 9, 13, and 14 and leave the other columns blank.

(e) *Certified statements of use.* Each person placing a purchase order for delivery of more than 10,000 pounds per month in the aggregate from all suppliers shall furnish each supplier with a certified statement of the proposed use, in the form prescribed in Appendix D of General Allocation Order M-300. End use may be specified as for plywood, for adhesives for specified products (such as V-boxes), for laminates (specify sheet, rod, tube or molded shape), for protective coatings, for textiles (specify whether printed or finished) or for any other specified product. The governing military or Lend-Lease contract, if any, should be specified. Proposed use may also be specified as "for authorized resale", "for resale on exempt small orders", and "for export" (specify destination and export license number).

(f) *Budget Bureau approval.* The above reporting requirements have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(g) *Communications to War Production Board.* Communications concerning this schedule should be addressed to: War Production Board, Chemicals Bureau, Washington 25, D. C., Ref: M-300-34.

Issued this 10th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10090; Filed, July 10, 1944; 10:51 a. m.]

PART 3293—CHEMICALS

[General Allocation Order M-300, Schedule 35]

UREA AND MELAMINE ALDEHYDE MOLDING COMPOUNDS

§ 3293.1035 *Schedule 35 to General Allocation Order M-300*—(a) *Definition.* "Urea or melamine aldehyde molding compound" means any moldable combination of bulk filler (such as cotton fiber, wood-flour, asbestos, mica, or macerated fabric) with the synthetic reaction product of urea, thiorea or melamine and formaldehyde, paraformaldehyde, hexamethylenetetramine, furfural or any other organic compound containing the monovalent CHO radical.

(b) *General provisions.* Urea and melamine aldehyde molding compounds are subject to the provisions of General Allocation Order M-300, as Appendix A materials. The initial allocation date is July 1, 1943, when urea and melamine aldehyde molding compounds first became subject to allocation under Order M-331 (revoked). The allocation period is the calendar month, and the small order exemption per person per month is 2000 lbs. of urea aldehyde molding compound and 2000 lbs. of melamine aldehyde molding compound per person per month. This quantity may be accepted and used, in addition to allocated quantities, for any purpose and there shall be no limitation on duration of authority for use under this schedule, notwithstanding Order M-300 (paragraph (p) (2) and (v) of the order as amended June 6, 1944).

(c) *Free samples.* In addition to the regular small order exemption, any person may, without specific authorization, accept and use free samples for experimental purposes, and suppliers may deliver free samples from quantities allocated to them for exempt small orders.

(d) *Special interim provisions.* Use, delivery and acceptance of delivery of urea or melamine aldehyde compounds prior to August 1, 1944, will be authorized on the basis of applications filed on the form heretofore prescribed in Order M-331 (revoked).

(e) *Suppliers' applications on WPB-2946.* Each supplier seeking authorization to deliver urea or melamine aldehyde molding compounds shall file application on Form WPB-2946 (formerly PD-601). The filing date is the 13th day of the month before the proposed delivery month. Send three copies (one certified) to the War Production Board, Chemicals Bureau, Washington 25, D. C., Ref: M-300-35. File separate sets of forms for urea aldehyde molding compound and for melamine aldehyde molding compound. The unit of measure is pounds. Specify grade or type as stated in the customer's application. An aggregate quantity may be requested, without specifying customers' names, for delivery on exempt small orders. Fill in Table II.

(f) *Customers' applications on WPB-2945.* Each person seeking authorization to use or accept delivery of urea or melamine aldehyde molding compound shall file application on Form WPB-2945 (formerly PD-600). Filing date is the 8th day of the month before the requested allocation month. Send four copies (one certified) to the War Production Board, Chemicals Bureau, Washington 25, D. C., Ref.: M-300-35 and one copy (reverse side blank) to the supplier, if any. File separate sets of forms for urea aldehyde molding compound and for melamine aldehyde molding compound. The unit of measure is pounds.

In Column 3, specify each primary product, or specify "export", if the molding compound is to be exported as such. In Column 4, specify the end use of each primary product, giving military contract numbers if practicable. End use information shall be obtained under the following paragraph (g). In the case of export, specify the country of destination and the export license number and end use. Fill in the balance of Table I and fill in Tables II and III as indicated. Leave Tables IV and V blank.

(g) *Supplementary end use certificate.* Each person applying for authorization to use urea or melamine aldehyde molding compound shall obtain a certified statement of end use from the purchaser to whom he sells the product molded from the compound, unless the end use is apparent to the molder from his own observation and experience (as in the case of a molded distributor head). The purchaser shall furnish the certified statement upon request in the form prescribed in Appendix D of Order M-300. Even though the end use is apparent the molder must, if applying on Form WPB-2945 for a military use, receive and retain in his files written evidence of the military contract or subcontract.

(h) *Budget Bureau approval.* The above reporting requirements have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(i) *Communications with the War Production Board.* Communications concerning this schedule should be addressed to War Production Board, Chemicals Bureau, Washington 25, D. C., Ref: M-300-35.

Issued this 10th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10091; Filed, July 10, 1944; 10:51 a. m.]

Chapter XI—Office of Price Administration

PART 1305—ADMINISTRATION

[Supp. Order 81,[1] Amdt. 1]

SALES BY THE UNITED STATES GOVERNMENT OR ITS AGENCIES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Supplementary Order 81 is amended in the following respect:

Section 7 is amended to read as follows:

SEC. 7. *Sales exempt from price control.* Irrespective of the provisions of any other price regulation, or order, the sale of food by any government agency to the following listed purchasers shall be exempt from price control:

(a) Any other government agency; or

(b) Any foreign government or agency of a foreign government; or

(c) Any relief organization for donation or export sale; or

(d) Any licensed ship supplier, any approved ship supplier, or any group of licensed or approved ship suppliers, or any designated corporation acting as an agent for licensed or approved ship suppliers, purchasing the food for the express purpose of ultimate resale and de-

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 310.

livery to vessels operated under the direction of the War Shipping Administration.

"Licensed ship supplier" means any person licensed under War Food Order 74 to receive set-aside, restricted, and designated foods for sale to ship operators for ship stores.

"Approved ship supplier" means any person approved in writing by the War Shipping Administration to purchase and to sell to ship operators foods made available by the War Shipping Administration.

"Designated corporation" means any person who has received the written approval of the War Shipping Administration to purchase and to stockpile set aside, restricted and other scarce foods for the purpose of ultimate resale to licensed ship suppliers.

This amendment shall become effective July 13, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 8th day of July 1944.

CHESTER BOWLES,
Administrator.

Approved: June 29, 1944.

GROVER B. HILL,
Acting War Food Administrator.

[F. R. Doc. 44-10052; Filed, July 8, 1944; 11:24 a. m.]

PART 1312—LUMBER AND LUMBER PRODUCTS

[MPR 525,[1] Amdt. 1]

JOBBER SALES OF STOCK MILLWORK

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation 525 is amended in the following respects:

1. In section 2 (a) immediately after the word "regulations:", the following phrase is inserted: 2d Rev. MPR 19—Southern Pine Lumber (mouldings); RMPR 26—Douglas Fir and Other West Coast Lumber (mouldings);

2. In section 2, paragraph (b) is amended to read as follows:

(b) *Definition of the term "jobber's sale of stock millwork".* As used in this regulation the term "jobber's sale of stock millwork" means all sales out of jobbers' warehouses to retail lumber yards and other distributors and all direct mill sales of items covered by Revised Maximum Price Regulation No. 293 in quantities exempted under section 2 (b) (1) thereof. (Revised Maximum Price Regulation No. 293 covers direct-mill sales in quantities of 12,000 pounds or more by truck delivered to one place, or of 15,000 pounds or more by rail delivered to one or more places, no matter whether the buyer is a jobber, dealer, or anyone else.) Note that sales out of jobbers' warehouses which are situated in the same locality as a manufacturing plant and which are controlled by the plant, or control it, or are under common control with it, are on the same basis as sales direct from the factory.

3. A sentence is added to section 3 (a) (1) as follows: Unless otherwise specified, the mark-ups given in this regulation are to be added to the manufacturer's largest quantity maximum price.

4. In section 3 (a), paragraph (2) is amended to read as follows:

(2) *Items not specifically priced.* Any person whose stock list includes stock millwork items which are not shown on the stock lists specified in the appendix for the particular area in which the sale is to be made shall file with the Lumber Branch, Office of Price Administration in Washington 25, D. C., a copy of his stock list, indicating which stock millwork items in it are not included in the stock lists specified for the area, and may thereafter sell these items at the maximum prices, if any, established for that area unless notified to the contrary by the Office of Price Administration within thirty days of the receipt of the filing of the list. If no mark-up is provided for any such item for that area, the seller must apply to the Office of Price Administration for approval of a mark-up. His application must show the mark-up used prior to March 31, 1942 for the same item. Such a mark-up may not be used by the seller before approval by the Office of Price Administration.

5. In section 3, a new paragraph (d) is added to read as follows:

(d) *Maximum prices for sales of items which cannot be priced under paragraph (a) or (b).* Any person desiring to make a direct-mill sale of an item covered by RMPR 293 in quantities exempt under section 2 (b) (1) of that regulation for which a price cannot be otherwise computed under other provisions of this regulation, or a sale under this regulation of any item under any circumstance in which a price cannot be otherwise computed under other provisions of this regulation must make application to the Lumber Branch, Office of Price Administration, Washington 25, D. C. for approval of a price. The application must contain a complete description of the item to be priced, the requested selling price, the maximum price under the GMPR, and any additional facts which the respondent cares to make in support of the requested price.

As soon as the request has been filed, quotations and deliveries may be made at the requested price, but final payment may not be made until the price has been approved. Action on the request may be by letter or telegram.

6. Section 5 is amended to read as follows:

SEC. 5. *Invoicing requirements.* An invoice must be rendered in all sales. All invoices must contain a sufficiently complete description of the millwork to show whether the price is proper or not. Any specification or extra which affects the maximum price must be mentioned in the description. The invoice must show whether the sale is a carload or less-than-carload sale, whether shipped by rail or truck, the total quantity and price of each item, the total value of the sale, origin and destination of the shipment, and any additions for packaging.

7. In section 13 (c) (4), subdivision (i) the following items and mark-ups are to be added:

Flush veneered doors, solid core	45
Flush veneered doors, hollow core	45

8. In section 14 (c) (4), subdivision (i) is amended to read as follows:

(4) *Mark-ups.* (i) All items covered by section 14 (c) (1) for items in:

	Percent
Bracket #1	44
Bracket #2	32

Classification of items under RMPR 293—
Bracket #1:
Casement sash and window units.
Louvres.
Gable openings.
Entrances mitred trim.
Kitchen units.
Telephone and medicine cabinets.
Mantels.
China cabinets.
Kitchen cupboards.
Breakfast nooks.
Ironing board cabinets.
Stairwork.
Hardwood veneered, solid core, flush type doors.
Bracket #2: All other items.

9. In section 15 paragraph (a) is amended to read as follows:

(a) *Area definition.* The Eastern area includes that part of the State of New York north of the counties of Orange, Rockland and Westchester; that part of New Jersey south of the counties of Hunterdon, Somerset, Middlesex and Monmouth; all of the States of Pennsylvania, Delaware, Maryland, Virginia and West Virginia, and the District of Columbia.

10. In section 15 (c) (4), subdivision (ii), the following item is to be added under Bracket 1:

Flush veneered doors hollow core

11. In section 16, paragraph (a) is amended to read as follows:

(a) *Area definition.* The North Central area includes the States of Ohio, Indiana and Kentucky and Lower Michigan.

12. In section 16 (c) subparagraph (4) is amended to read as follows:

(4) *Mark-ups.* (i) All items covered by section 16 (c) (i):

	Percentage mark-up
Open windows and sash:	
Medium	47½
Slow	60½
Odd	64½
Glazed windows and sash:	
Fast	[2] 35
Medium	[2] 43½
Slow	[2] 52
Odd	[2] 64½

[2] To face crated price.

	Percentage mark-up
Knocked-down sash parts: All	60½
Pine panel doors:	
Fast	35
Medium	39
Slow	47½
Odd	64½
Hardwood panel doors and flush doors:	
Fast	39
Medium	47½
Slow	52
Odd	64½
Hollow core doors:	
Fast	35
Medium	39
Slow	47½
Odd	64½
Pine open sash doors:	
Fast	35
Medium	39
Slow	47½
Odd	64½
Glazed doors, (glazing element) (glass takes same mark-up as the door into which it is glazed.)	77½

	Percentage mark-up
Veneered open sash doors:	
Fast	39
Medium	47½
Slow	52
Odd	64½
Pine French doors:	
Fast	35
Medium	39
Slow	47½
Odd	64½
W. P. P. garage doors (including overhead): All	30½
Pine cupboard doors: All	47½
W. P. P. frames—window and door: All	35
Entrance frames: All	39
Screens—window and sash:	
Fast	30½
Odd	64½
Blinds and shutters: All	43½
W. P. P. porchwork: All	47½
W. P. P. inside door jambs: All	35
Sash and window units: All	35
Basement units: All	39
Louvre frames: All	39
Gable sash and frames: All	39

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 3735.

	Percentage mark-up
Lock joint or mitered trim—KD or set up: All	39
Breakfast sets, mantels, china cabinets: All	[2] 39
Ironing board, telephone and medicine cabinets: All	[2] 35
Kitchen units, Cupboards: All	[2] 39
Stairwork: All	[2] 43½

[2] To small quantity price.

(ii) All items covered by section 16, paragraph (c) (2):

	Percentage mark-up
Fir doors—panel, sash and French:	
Fast	46½
Medium	51
Slow	60½
Fir doors—garage (including overhead): All	42

13. In section 16 (c) (5), subdivision (i) is amended to read as follows:

(i) Fast, medium and slow sizes are shown below by the following references:

Fast	F
Medium	M
Slow	S

Glass size	2 lt. storm sash 1⅛" and 2 lt. window 1⅜" ck. rl.			2 lt. window 1⅜" ck. rl. bottom Florentine		2 lt. windows 1⅜" ck. rl.							2 lt. window 1⅜" ck. rl. div. "B" T and B		1 lt. sash 1⅜"			1 lt. sash 1⅜"				2 lt. 1⅛ window screens, black galvanized bronze wire	1 lt. 1⅛ sh. screens, black galvanized bronze wire
						Top "A" Top "F"	Top div. "A"		Top div. "F"		Div. "F" top and bottom								Div. "A"		Div. "F"			
	Open	SSB	DSB	SSB	DSB	Open	SSB	DSB	SSB	DSB	SSB	Open	Open	SSB	Open	SSB	DSB	Open	SSB	Open	SSB		
12 x 16	S	S	S			S	S	S	S	S	S				S	S	S						
18	S	S	S			S	S	S	S	S	S				S	S	S						
20	M	M	S			M	M	S	M	S	M				S	S	S						
22	S	S	S			S	S	S	S	S	S												
24	M	M	S			M	M	S	M	S	M				S	S	S						
26	S	S	S			S	S	S	S	S	S												
28	S	S	S			S	S	S	S	S	S												
30	S	S	S			S	S	S	S	S	S				S	S	S						
14 x 16	S	S	S			S	S	S	S	S	S												
18	S	M	S			M	S	S	M	S	S				S	S	S						
20	M	S	M			S	M	S	S	S	M												
22	S	M	S			M	S	M	S	S	M				S	S	S						
24	M	S	M			S	M	S	M	S	S												
26	S	S	S			M	S	M	S	S	M												
28	M	S	M			S	M	S	M	S	S												
30	S	S	S			M	S	M	S	S	M				S	S	S	S	S	S	S	F	F
16 x 16	M	S	M	M	M	S	M	S	M	S	M				S	S	S	S	S	S	S	F	F
18	S	M	S	S	S	M	S	M	S	M	S				S	S	S	S	S	S	S	F	F
20	M	S	M	S	S	S	M	S	M	S	M				S	S	S	S	S	S	S	F	F
22	S	M	S	S	S	M	S	M	S	M	S				S	S	S	S	S	S	S	F	F
24	M	S	M	M	M	S	M	S	M	S	M				S	S	S	S	S	S	S	F	F
26	S	M	S			M	S	M	S	M	S				S	S	S	S	S	S	S	F	F
28	M	S	M			S	M	S	M	S	S				S	S	S	S	S	S	S	F	F
30	S	S	S			M	S	M	S	M	S				S	S	S	S	S	S	S	F	F
18 x 16	S	S	S	S	S	S	S	S	S	M	S				S	S	S	S	S	S	S	F	F
18	S	S	S	S	S	M	S	M	S	M	S				S	S	S	S	S	S	S	F	F
20	M	S	M	M	S	S	M	S	M	S	M				S	S	S	S	S	S	S	F	F
22	S	M	S	S	M	M	S	M	S	M	S				S	S	S	S	S	S	S	F	F
24	M	S	M	M	S	M	S	M	S	M	S				S	S	S	S	S	S	S	F	F
26	S	S	S	S	S	S	S	S	S	S	S				S	S	S	S	S	S	S	F	F
28	S	S	S	S	S	S	S	S	S	S	S				S	S	S	S	S	S	S	F	F
30	S	S	S	S	S	S	S	S	S	S	S				S	S	S	S	S	S	S	F	F
20 x 12				S	S	S	M	S															
14	M	F	M	F	M	M	F	M	F	M	F	M	M										
16	M	F	M	F	M	M	F	M	F	M	F	M	M	M	S	F	S	S	S	S	S		
18	S	F	S	F	S	S	M	S	M	S	M	S	M	M	S	F	S	S	M	S	M		F
20	M	F	M	F	M	M	F	M	F	M	F	M	M	M	M	F	M	S	M	S	M		
22	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	F	M	M	M	M	M		F
24	M	F	M	F	M	M	F	M	F	M	F	M	M	M	M	F	M	M	M	M	M		F
26	M	F	M	F	F	M	M	S	M	S	M	S	M	M	M	F	M	M	M	M	M		
28	S	F	S	F	F	M	S	S	M	S	M	S	M	S	M	F	M	M	M	M	M		
30	S	F	S			S	S	S	S	S	S	S	M	S									
32	S	S	S			S	S	S	S	S	S	S	S	S									
34	S	S	S			S	S	S	S	S	S	S	S	S									
36	S	S	S			S	S	S	S	S	S	S	S	S	S	S	S						
22 x 14	S	S	S	S	S	S	S	S	S	S	S	S											
16	S	S	S	S	S	S	S	S	S	S	S	S	S										
18	S	S	S	S	S	S	S	S	S	S	S	S	S										
20	S	S	S	S	S	S	S	S	S	S	S	S	S										
22	S	S	S	S	S	S	S	S	S	S	S	S	S										
24	M	F	M	M	S	M	F	M	F	M	F	M	M										
26	M	F	M	F	M	M	M	M	M	M	M	M	M										
28	M	F	M	M	F	M	M	M	M	M	M	M	M										
30	S	S	S	S	M	S	S	S	S	S	S	S	S										
32	S	S	S	S	M	S	S	S	S	S	S	S	S										
34	S	S	S	S	S	S	S	S	S	S	S	S	S										
36	S	S	S	S	S	S	S	S	S	S	S	S	S										
24 x 12				S	S	S	M	S															
14	M	F	M	F	M	M	F	M	F	M	F	M	M										
16	M	F	M	F	M	M	F	M	F	M	F	M	M	M	M	F	M	M	M	M	M	F	F
18	M	F	M	F	M	M	F	M	F	M	F	M	M	M	F	F	M	M	M	M	M	F	F
20	M	F	M	F	M	M	F	M	F	M	F	M	M	M	F	F	M	M	M	M	M	F	F

Glass size	2 lt. storm sash 1¾" and 2 lt. window 1⅜" ck. rl.			2 lt. window 1⅜" ck. rl. bottom Florentine		2 lt. windows 1¾" ck. rl.						2 lt. window 1¾" ck. rl. div. "B" T and B		1 lt. sash 1⅜"		1 lt. sash 1⅜"				2 lt. 1¾ window screens, black galvanized bronze wire	1 lt. 1¾ sh. screens, black galvanized bronze wire
						Top "A", Top "F"	Top div. "A"		Top div. "F"		Div. "F" top and bottom						Div. "A"		Div. "F"			
	Open	SSB	DSB	Top SSB	Top DSB	Open	Top and bot. SSB	Top SSB bot. DSB	Top and bot. SSB	Top SSB bot. DSB	SSB	Open	Open	SSB	Open	SSB	DSB	Open	SSB	Open	SSB		
24 x 22	M	F	M	F	M	M	M	M	F	M	M	M	M	F	S	S	S	S	S	S	S	F	F
24	M	F	M	F	M	M	M	M	F	M	M	M	M	F	S	S	S	S	S	S	S	F	F
26	M	F	M	F	M	M	M	M	F	M	M	M	M	F	S	S	S	S	S	S	S	F	F
28	M	F	M	S	M	M	M	M	F	M	M	M	M	F	S	S	S	S	S	S	S	F	F
30	M	S	M	S	M	M	M	M	F	M	M	M	M	F	S	S	S	S	S	S	S	F	F
32	M	S	M	S	M	M	M	M	F	M	M	M	M	F	S	S	S	S	S	S	S	F	F
34	S	S	M	S	M	M	M	M	F	M	M	M	M	F	S	S	S	S	S	S	S	F	F
36	S	S	M	S	M	M	M	M	F	M	M	M	M	F	S	S	S	S	S	S	S	F	F
26 x 14	M	M	M	M	M	M	M	M	M	M	M	M	M	F	S	S	S	S	S	S	S	F	F
16	M	M	M	M	M	M	M	M	M	M	M	M	M	F	S	S	S	S	S	S	S	F	F
18	M	M	M	M	M	M	M	M	M	M	M	M	M	F	S	S	S	S	S	S	S	F	F
20	M	M	M	S	M	M	M	M	M	M	M	M	M	F	S	S	S	S	S	S	S	F	F
22	S	M	M	F	M	M	M	M	M	M	M	M	M	F	S	S	S	S	S	S	S	F	F
24	M	F	M	F	M	M	M	M	M	M	M	M	M	F	S	S	S	S	S	S	S	F	F
26	M	F	M	F	M	M	M	M	M	M	M	M	M	F	S	S	S	S	S	S	S	F	F
28	M	M	M	F	M	M	M	M	M	M	M	M	M	F	S	S	S	S	S	S	S	F	F
30	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
32	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
34	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
36	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
27 x 20	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
22	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
24	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
26	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
28	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
30	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
32	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
34	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
36	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
28 x 16	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
18	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
20	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
22	S	S	S	F	M	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
24	M	S	S	F	M	M	M	M	M	M	M	M	M	F	S	S	S	S	S	S	S	F	F
26	M	S	S	M	M	M	M	M	M	M	M	M	M	F	S	S	S	S	S	S	S	F	F
28	M	S	S	M	M	M	M	M	M	M	M	M	M	F	S	S	S	S	S	S	S	F	F
30	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
32	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
34	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
36	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
30 x 16	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
18	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
20	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
22	S	S	S	F	M	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
24	M	S	S	F	M	M	M	M	M	M	M	M	M	F	S	S	S	S	S	S	S	F	F
26	M	S	S	M	M	M	M	M	M	M	M	M	M	F	S	S	S	S	S	S	S	F	F
28	M	S	S	M	M	M	M	M	M	M	M	M	M	F	S	S	S	S	S	S	S	F	F
30	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
32	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
34	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
36	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
32 x 14	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
16	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
18	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
20	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
22	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
24	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
26	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
28	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
30	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
32	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
34	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
34 x 14	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
16	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
18	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
20	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
22	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
24	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
26	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
28	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
30	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
32	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
34	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
36	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
40 x 18	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
20	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
22	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
24	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
26	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
28	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
30	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
32	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
34	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
36	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
48 x 28	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
32	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F
34	S	S	S	S	S	S	S	S	S	S	S	S	S	F	S	S	S	S	S	S	S	F	F

Glass size	8 lt. windows		12 lt. windows		Windows	Cellar sash			Single sash						1⅜" or 1⅝" open or SSB		Casement and porch sash											
	1¾" pl. rl.	1⅜" ck. rl.	1¾" pl. rl.	1⅜" ck. rl.	1⅜" ck. rl. open or SSB	2 lt. 1¾"	3 lt. 1¾"	3 lt. 1⅜"	4 lt. 1⅜"	4 lt. 1¾"	6 lt. (3w.) 1⅜"	6 lt. (3w.) 1¾"	6 lt. (2w.) 1⅜"	8 lt. (2w.) 1¾"	9 lt.	12 lt.	Opening size	Div. 9 lt. (marg.)			Div. 5 lt.							
	Open	SSB	Open	SSB	Open	SSB	Open	SSB	Open	SSB	Open	SSB	Open	SSB	Open	SSB	Open	SSB	Open	SSB	Open	SSB	Open	SSB	Open	SSB	Open	SSB
					15 lt.	16 lt.																						
7 x 9						S																						
10							S	S	S	S					S	S												
12							S	S	S	S																		
8 x 10	M	F	S	S	S	S	S	S	S	S																		
12			M	S	S	S	M	S	M	S	F	S																
13																												
14							S	S																				
9 x 12	M	M	M	M	M	M	M	M	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
13																												
14			M	S	M	F	M	M	S	S	M	F																
16																												
18																												
10 x 10																												
12	M	M	M	M	M	M	M	M	S	S	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
13																												
14	S	S	M	M	M	S	S	S	S	S																		
15																												
16			M	S	M	S	M	S	S	S																		
18																												
20																												
24																												
12 x 12							S	S	S	S																		
14	M	M	M	M	M	M	S	S	S	S																		
16	M	M	S	S	S	S																						
18	M	M	S	S																								
20																												
24																												
14 x 14																												
16			S	S	S	S																						
18																												
20																												
24																												
16 x 20																												

1 light transoms							1 light sash—divided "B"						Hot bed sash—1⅜"		
Opening size	Open or SSB		Opening size	Open or SSB		Opening size	Open or SSB		3 lts. high			4 lts. high			Open or GLD SSB
	1⅜"	1¾"		1⅜"	1¾"		1⅜"	1¾"	Opg. size	Open	SSB	Opg. size	Open	SSB	Opg. size	Rows	
2'-8" x 1'-0"	S	S	2'- 8" x 1'-6"	S		2'-10" x 1'-2"	S	S	1'- 8¼" x 2'-11½"	M	F	1'- 8¼" x 3'-9¼"	M	F	3'-0" x 6'-0"	3	M
1'-2"	S		1'-8"	S		1'-4"	S	S	1'-10¼" x 3'- 5½"	M	F	1'-10¼" x 4'-5¾"	M	F	3'-0" x 6'-0"	4	M
1'-4"	S		2'-10" x 1'-0"	S	S	3'- 0" x 1'-0"	S	S	2'- 0¼" x 3'- 5½"	M	F	2'- 0¼" x 4'-5¾"	M	F			
												2'- 0¼" x 5'-1¾"	M	F			

4 Lt. Windows 1⅜" Ck. Rl.		
Glass size	Open	SSB
10 x 20	S	S
22	S	S
24	S	S
26	S	S
28	S	S
12 x 16	S	S
18	S	F
20	M	S
22	S	M
24	M	M
25	M	S
30	S	S
32	S	S
34	S	S
36	S	S
13 x 24	S	S
28	S	S
30	S	S
32	S	S
14 x 20	S	S
22	S	S
24	S	S
26	S	S
28	S	S
30	S	S
32	S	S
34	S	S
36	S	S

4 Lt. Storm Sash 1⅛"	
Glazed SSB	
Glass size:	SSB
10 x 14	S
16	S
18	S
20	S
22	S
24	S
26	S
28	S
30	S
32	S
34	S
36	S
12 x 14	S
16	S
18	S
20	M
12 x 22	S
24	M
26	M
28	S
30	S
32	S
34	S
36	S

4 Lt. Storm Sash 1⅛"—Continued	
Glazed SSB	
Glass size:	SSB
14 x 14	S
16	S
18	S
20	S
22	S
24	S
26	S
28	S
30	S
32	S
34	S
36	S
15 x 14	S
16	S
18	S
20	S
22	S
24	S
26	S
28	S
30	S
32	S
34	S
36	S

DOORS

Size 1⅜"	Douglas fir: 5 x P		2 reg. panel				4 panel		2 vert. panel			5 reg. pan., #1 W. P. P.	1 panel			8 pan., #1 W. P. P.	Insert panel			6 panel col.		
	#1 W. P. P.	#2 W. P. P.	#1 W. P. P.	W. P. P. fir pan.	W. P. P. birch pan.	W. P. P. gum pan.	#1 W. P. P.	#2 W. P. P.	#1 W. P. P.	W. P. P. fir pan.	W. P. P. birch pan.		#1 W. P. P.	W. P. P. fir pan.	W. P. P. gum pan.		#1 W. P. P. birch pan.	#1 W. P. P. gum pan.	#1 W. P. P. fir pan.	#1 W. P. P. Rsd. Pan. 9/16"	9/16"	1⅛"
2-0 x 6-0	F	F	F	F			F	S	F	F		F	M	S	S	S	F	F	S	F	S	S
6-6	F	F	F	F			M		S	S		M	M	F	M	S	F	F	S	F	S	S
6-8	F		F	F	S	S	M		S	M		M	M	F	M	M	F	F	F	F	F	S
6-10																						
7-0	M	M	S	S	S	S	S				S	S	S	S	S	S	S			F	S	S
2-2 x 6-0	S	S															S	S	S	S		
6-6	S	S	S	S			S		S	S	S	S					S	S	S	S		
6-8	M	M	S	S	S	S	S										S					
6-10							S				S	S										
7-0	S	S	S	S																		
2-4 x 6-0	S	S																		F	S	S
6-4			F	F			F		F	F	S	F	M	M	S	M						
6-6	F	F	F	F	S	M	F		F	F	S		M	F	F	M				S	S	S
6-8	F		F	F							S	S	S	S	S		F	F	F			
6-10							S				S	S	S	S	S	S				S	S	S
7-0	S	S	S	S	S		S										S	S	S	F	S	S
2-6 x 6-0	S	S	F	F		S	S									S	F	F	F			
6-6	F	F	F	F	S	M	M	S	F	F	S	M	M	F	F	M				S	S	S
6-8	F		F	F							S	S	S	S	S		S	S	S			
6-10							S				S	S	S	S	S	S				S	S	S
7-0	M	M	M	M	S	S	S										S	S	S	F	S	S
2-8 x 6-0	M	M														S	F	F	F			
6-6	S	S	M	M	S	S	M	S	F	F	S	M	M	F	F	M				S	S	S
6-8	F		F	F							S	S	S	S	S		S	S	S			
6-10							S				S	S	S	S	S	S				S	S	S
7-0	M	M	M	M	S	S	S										S	S	S	F	S	S
2-10 x 6-0	S	S														S	F	F	F			
6-6	M	M	S	S			S													S	S	S
6-8	S	S									S	S	S	S	S		S	S	S			
6-10							S				S	S	S	S	S	S				S	S	S
7-0	M	M	S	S													S	S	S	F	S	S
3-0 x 6-0	S	S														S	F	F	F			
6-6	M	M	S	S			S													S	S	S
6-8	S	S									S	S	S	S	S		S	S	S			
6-10							S				S	S	S	S	S	S				S	S	S
7-0	M	M	S	S													S	S	S	F	S	S
Size 1¾"																S	S	S	S			
2-0 x 6-0																				S	S	S
6-6							S										S	S	S			
6-8																				S	S	S
6-10							S															
7-0																				S	S	S
2-2 x 6-0																S	S	S	S			
6-6																				S	S	S
6-8																						
6-10																				S	S	S
7-0																						
2-4 x 6-0																S	S	S	S			
6-4																				S	S	S
6-6																						
6-8																				S	S	S
6-10																						
7-0																				S	S	S
2-6 x 6-0		S														S	S	S	S			
6-6							S													S	S	S
6-8	M	M			S															S	S	S
6-10							S															
7-0	S	S			S						S	S								S	S	S
2-8 x 6-0	S	S														S	S	S	S			
6-6	S	S									S	S								S	S	S
6-8	M	M	S	S	S	S	S													S	S	S
6-10							S				S	S										
7-0	M	M	S	S	S															S	S	S
2-10 x 6-0	S															S	S	S	S			
6-6	S	S									S	S								S	S	S
6-8	M	M	S	S	S															S	S	S
6-10	S	S					S				S	S										
7-0	S	S			S	S														S	S	S
3-0 x 6-0	S	S														S	S	S	S			
6-6	S	S									S	S								S	S	S
6-8	M	M	S	S	S															M	S	S
6-10							S				S	S										
7-0	M	M	S	S	S	S	S													S	S	S
7-6																						

Size 1⅜"	Douglas fir: 5 x panel		2 panel		1 panel		6 panel	Insert panel	Veneered: 2 panel			2 V panel		1 panel			6 panel			8 pan. eng. oak	Insert panel				Solid flush				Hollow core	
	#1	#2	#1	#2	#1	#2	#1	#1	Birch	Red oak	Gum	Birch	Oak	Gum	R. gum	Red oak	Birch	Gum	R. oak	Birch	Birch	Gum	Oak	R. gum	W. P.	Uns. gum	Uns. birch	Pl. red oak	Birch	Gum
2-0 x 6-0	F	F	F	F	M	M	F	F	S	S	S			S	S		S	S	S	S	S	M	S	S					S	F
6-6	F	F	F	F	M	M	F	F	M	M	S			S	S		S	S	S	S	S	M	S	S					S	S
6-8																														
6-10	M	M	S	S	S		S		S	S	S	S	S																	
7-0								S																						
2-2 x 6-0					M		F	F	S	S	S																			
6-6	S	S	S	S	M		F	F	S	S	S	S	S																	
6-8	M	M	S	S																										
6-10								S																						
7-0																														
2-4 x 6-0																														
6-4																														
6-6									S		S			S		S														
6-8																														
6-10																	M													
7-0																	M													
2-6 x 6-0																														
6-6	S	S							M	M	S	S	S	S	S	S	M		S	S	M	S	S	S	S	S	S	S	S	S
6-8	M	M	S																											
6-10									S	S	S	S	S	S	S	S	M		S	S	S	S	S	S	S	S	S	S	S	S
7-0	S	S	S																											
2-8 x 6-0																														
6-6									M	M	S	S	S	S	S	S	M		S	S	S	S	S	S	S	S	S	S	S	S
6-8	M	M	S																											
6-10									S	S	S	S	S	S	S	S	M		S	S	S	S	S	S	S	S	S	S	S	S
7-0	M	M	S																											
2-10 x 6-0																														
6-6	S	S							S	S	S	S	S																	
6-8	M	M	S																											
6-10	S	S							S	S	S	S	S																	
7-0																														
3-0 x 6-0																														
6-6	S	S							S	S	S	S	S																	
6-8	M	M	S																											
6-10									M	M	S	S	S																	
7-0	M	M	S																											
7-6																														

	2-6 x 6-6-1⅜		2-6 x 6-8-1⅜		2-6 x 7-0-1⅜		2-8 x 6-8-1⅜		2-8 x 7-0-1⅜		2-10 x 6-8-1⅜		2-10 x 6-10-1⅜		2-10 x 7-0-1⅜		3-0 x 6-8-1⅜		3-0 x 7-0-1⅜		2-6 x 6-8-1¾		2-6 x 7-0-1¾	
	O	G	O	G	O	G	O	G	O	G	O	G	O	G	O	G	O	G	O	G	O	G	O	G
ND-500-WPP #1							S	F											S	S				
ND-502-WPP #1							F	F																
ND-507-WPP #1	S	S					S	S	S	S					S	S	S	S	S	S				
ND-507 (3 lt.)-WPP #1							S	S																
ND-509-WPP #1																								
ND-510-WPP #1			M	M	M	M															M	M	M	M
ND-511-WPP #1	S	S	S	F																				
ND-512-WPP #1							S	M																
ND-514-WPP #1			S	S			S	M	S	S							S	S	S	S				
ND-516-WPP #1			S	S			S	M	S	S							S	S	S	S				
ND-517-WPP #1			S	S			S	S	S	S														
ND-519-WPP #1			S	F			S	F	S	S							S	S	S	S				
ND-530-WPP #1			S	F	S	S	S	F	S	S			M	M			S	S	S	S				
ND-530-WPP #2			S	M			S	M	S	S			M	M			S	S	S	S				
ND-531-WPP #1			S	M			S	F	S	S			S	M			S	S	S	S				
ND-531-WPP #2			S	F	S	S	S	M	S	S			S	S			S	S	S	S				
ND-537-WPP #1			S	F			S	F	S	S							S	S	S	S				
ND-537-WPP #2			S	F			S	M	S	S							S	S	S	S				
ND-538-WPP #1			S	F			S	F	S	S							S	S	S	S				
ND-538-WPP #2																								
ND-542-WPP #1																								
ND-549-WPP #1	F	F	F	F	F	F	F	F	F	F														
ND-549-WPP #2																								

DOORS

DOORS

	2-6 x 6-6-1⅜		2-6 x 6-8-1⅜		2-6 x 7-0-1⅜		2-8 x 6-8-1⅜		2-8 x 7-0-1⅜		2-10 x 6-8-1⅜		2-10 x 6-10-1⅜		2-10 x 7-0-1⅜		3-0 x 6-8-1⅜		3-0 x 7-0-1⅜		2-6 x 6-8-1¾		2-6 x 7-0-1¾	
	O	G	O	G	O	G	O	G	O	G	O	G	O	G	O	G	O	G	O	G	O	G	O	G
ND-559–WPP #1																					S	M		
ND-561–WPP #1			S	M			S	M																
ND-562–WPP #1							M	M																
ND-570–WPP #1											S	S					S	S						
ND-575–WPP #1							S	F			S	S					S	S						
ND-580–WPP #1							F	M	S	S	S	S					S	S	S	S				
ND-591–WPP #1	S	S	F	F			F	F	S	S	S	S					S	S						
ND-592–WPP #1							F	F																
ND-593–WPP #1							F	F	S	S	S	S	S	S			S	S						
ND-594–WPP #1							M	F																
ND-595–WPP #1																								
ND-606–WPP #1																								
ND-605–WPP #1																								
ND-606–WPP #1																								
ND-607–WPP #1																								
ND-608–WPP #1																								
ND-609–WPP #1																								
ND-610–WPP #1																								
ND-612–WPP #1																								

	2-8 x 6-8-1¾		2-8 x 7-0-1¾		2-10 x 6-8-1¾		2-10 x 6-10-1¾		2-10 x 7-0-1¾		3-0 x 6-8-1¾		3-0 x 7-0-1¾		3-0 x 7-6-1¾		3-6 x 7-0-1¾		2-6 x 6-8-1¾		2-8 x 6-8-1¾	
	O	G	O	G	O	G	O	G	Q	G	O	G	O	G	O	G	O	G	O	G	O	G
ND-500–WPP #1	S	S			S	S			S	S	S	S	S	S								
ND-502–WPP #1	S	S									S	S	S	M								
ND-507–WPP #1	S	M	S	S	S	S	S	S	S	S												
ND-507 (3 lt.)–WPP #1											S	S	S	S								
ND-509–WPP #1	S	S	S	S																		
ND-510–WPP #1	S	S	S	S	S	S	S	S	S	S	S	S	M	M	S	S						
ND-511–WPP #1	S	M	S	S	S	S					S	S	S	S	S	S						
ND-512–WPP #1	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S						
ND-514–WPP #1	S	S									S	S	S	S	S	S						
ND-516–WPP #1	S	S	S	S					S	S	S	S	S	S	S	S						
ND-517–WPP #1	S	S	S	S	S	S	S	S			S	S	S	S	S	S						
ND-519–WPP #1	S	S	S	S	S	S	S	S	S	S	S	S	M	M	S	S						
ND-530–WPP #1	S	S	F	S	S	S					S	S	S	S	S	S						
ND-530–WPP #2	S	M	S	S	S	S	S	S	S	S	S	S	M	M	S	S						
ND-531–WPP #1	S	S	S	S	S	S					S	S	S	S	S	S						
ND-531–WPP #2	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S						
ND-537–WPP #1	S	S	S	S	S	S					S	S	S	S	S	S						
ND-537–WPP #2	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S						
ND-538–WPP #1																						
ND-538–WPP #2																						
ND-542–WPP #1																						
ND-549–WPP #1	S	S			S	S													M	M	M	M
ND-549–WPP #2	S	S									S	S	S	S	S	S						
ND-559–WPP #1	S	S									S	S	S	S	S	S						
ND-561–WPP #1	S	M	S	M																		
ND-562–WPP #1																						
ND-570–WPP #1																						
ND-575–WPP #1	S	M	S	S	S	S	S	S			S	S	S	S	S	S						
ND-580–WPP #1	S	F			S	S					S	S	S	S	S	S						
ND-591–WPP #1	F	F	S	S	S	S					S	S	S	S	S	S						
ND-592–WPP #1	F	M	S	S	M	M					S	S	S	S	S	S						
ND-593–WPP #1	F	F	S	S	S	S					S	S	S	S	S	S						
ND-594–WPP #1	M	M									S	S	S	S	S	S						
ND-595–WPP #1	M	M																				
ND-606–WPP #1																						
ND-605–WPP #1																						
ND-606–WPP #1																						
ND-607–WPP #1																						
ND-608–WPP #1																						
ND-609–WPP #1																						
ND-610–WPP #1																						
ND-612–WPP #1	S	S																				

Veneered	2-0 x 6-8		2-0 x 7-0		2-6 x 6-8		2-6 x 7-0		2-8 x 6-8		2-8 x 7-0		2-10 x 6-8		2-10 x 6-10		2-10 x 7-0		3-0 x 6-8		3-0 x 7-0	
	O	G	O	G	O	G	O	G	O	G	O	G	O	G	O	G	O	G	O	G	O	G
ND-575–Birch 1¾									S	S	S	S							S	S	S	S
ND-575–Oak 1¾									S	S	S	S							S	S	S	S
ND-591–Birch 1¾									S	S	S	S							S	S	S	S
ND-591–Oak 1¾	S	S	S	S	S	S	S	S	S	S	S	S							S	S	S	S
ND-625–Birch 1¾	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
ND-625–Oak 1¾									S	S	S	S	S	S					S	S	S	S
ND-627–Birch 1¾									S	S	S	S	S	S	S	S	S	S	S	S	S	S
ND-627–Oak 1¾					S	S	S	S	S	S	S	S	S	S					S	S	S	S
ND-627–Birch 1¾					S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
ND-627–Oak 1¾									S	S	S	S	S	S					S	S	S	S
ND-635–Birch 1¾									S	S	S	S							S	S	S	S
ND-635–Oak 1¾									S	S	S	S							S	S	S	S
ND-638–Birch 1¾									S	S	S	S	S	S					S	S	S	S
ND-638–Oak 1¾									S	S	S	S	S	S					S	S	S	S
ND-641–Birch 1¾									S	S	S	S							S	S	S	S
ND-641–Oak 1¾									S	S	S	S							S	S	S	S
ND-642–Birch 1¾									S	S	S	S	S	S			S	S	S	S	S	S
ND-642–Oak 1¾									S	S	S	S	S	S			S	S	S	S	S	S

O = Open.
G = Glazed.

DOORS

	2-6 x 6-6-1⅜		2-6 x 6-8-1⅜		2-6 x 7-0-1⅜		2-8 x 6-8-1⅜		2-8 x 7-0-1⅜		2-10 x 6-8-1⅜		2-10 x 6-10-1⅜		2-10 x 7-0-1⅜		3-0 x 6-8-1⅜		3-0 x 7-0-1⅜		2-6 x 6-8-1¾		2-6 x 7-0-1¾		2-8 x 6-8-1¾	
	O	G	O	G	O	G	O	G	O	G	O	G	O	G	O	G	O	G	O	G	O	G	O	G	O	G
ND-625=WPP #1			S	M	S	S	M	S	S	S											S	S	S	S	S	S
ND-626=WPP #1			M	M	M	M	S	M																		
ND-627=WPP #1			F	F	S	S	F	S	S	S											S	S	S	S	F	F
ND-635=WPP #1	S	S					S	S	S	S			S	S	S	S	S	S	S	S	S	F	F	S	S	M
ND-636=WPP #1							S	S	S	S			S	S	S	S	S	S							S	S
ND-638=WPP #1							F	F	S	S			S	S	S	S									S	M
ND-639=WPP #1																									S	M
ND-641=WPP #1	S	M					S	S	S	S															S	M
ND-642=WPP #1																									S	M
ND-675=WPP #1																										
ND-676=WPP #1																										
Bungalow #182							F	F	F	F											F	F	F	F	F	F
ND-530 #1 fir	S	F	S	F	S	F	S	S	S	S	S	M	S	M	S	M	S	M	S	M	S	S	S	S	S	S
ND-530 #2 fir	S	F	S	F	S	F	S	S	S	M	S	M	S	M	S	M	S	M	S	M	S	S	S	S	S	S
ND-530 #3 fir	S	F	S	F			S	S	F	F	F	F													S	S
ND-531 #1 fir	S	M	S	M			S	S	S	S	S	M	S	M	S	M	S	M	S	M	S	S	S	S	S	M
ND-531 #2 fir	S	M	S	M			S	S	S	M	S	M	S	M	S	M	S	M	S	M	S	S	S	S	S	M
ND-531 #3 fir	F	F	S	M			F	F	F	F															F	F
ND-532 #1 fir							S	S	F	F																
ND-537 #1 fir	S	F	S	F			S	S	F	F																
ND-537 #2 fir	S	F	S	F			S	S	F	F																
ND-537 #3 fir	S	F	S	F			S	S	F	F																
ND-542 #1 fir	M	M	M	M			M	M	M	M	M	M	M	M	M	M	M	M							M	M
ND-542 #2 fir	M	M	M	M			M	M	M	M																
ND-542 #3 fir	M	M	M	M			M	M	M	M																
ND-575 #1 fir									F	F							S	S							S	M
ND-580 #1 fir									M	M											S	S	S	S	S	M
18" sl. o. bungalow A #1 fir									S	S															S	F
22" sl. o. bungalow A #1 fir									F	F															F	F
ND-591 fir									F	F															F	F
ND-592 fir									F	F															F	F
ND-593 fir									F	F															F	F
ND-594 fir									F	F															F	F
ND-625 fir			S	M	S	S	S	S	S	S	S	S									S	S	M	S	M	M
ND-627 fir			S	M	S	S	S	S	S	S											S	S	S	S	M	M
ND-635 fir									S	S															S	M
ND-636 fir									F	F															S	M
ND-638 fir									S	S															F	M
ND-642 fir									S	S															S	M

	2-8 x 7-0-1¾		2-10 x 6-8-1¾		2-10 x 6-10-1¾		2-10 x 7-0-1¾		3-0 x 6-8-1¾		3-0 x 7-0-1¾		3-0 x 7-6-1¾		3-6 x 7-0-1¾		2-0 x 6-8-1⅜		2-0 x 7-0-1⅜		2-4 x 6-8-1⅜		2-0 x 6-8-1¾	
	O	G	O	G	O	G	O	G	O	G	O	G	O	G	O	G	O	G	O	G	O	G	O	G
ND-625=WPP #1	S	S	S	S							S	S					S	M	S	S	S	S	S	S
ND-626=WPP #1																	S	S	S	S			S	S
ND-627=WPP #1	S	S	S	S			S	S	F	F	S	S												
ND-635=WPP #1	S	S	S	S	S	S	S	S	F	F	S	S	S	S	S	S								
ND-636=WPP #1	S	S	S	S	S	S	S	S	S	S	S	S												
ND-638=WPP #1	S	S	S	S	S	S	S	S	S	M	S	M												
ND-639=WPP #1					S	S			S	M	S	M												
ND-641=WPP #1	S	S							S	M	S	M												
ND-642=WPP #1	S	S	S	S			S	S	S	M	S	M												
ND-675=WPP #1																								
ND-676=WPP #1																								
Bungalow #182					F	F	F	F	F	F	F	F												
ND-530 #1 fir	S	S	S	M			S	S	S	M	S	M												
ND-530 #2 fir	S	S	S	M			S	S	S	M	S	M												
ND-530 #3 fir																								
ND-531 #1 fir			S	M			S	S	S	M	S	M												
ND-531 #2 fir	S	M	S	M			S	S	S	M	S	M												
ND-531 #3 fir																								
ND-532 #1 fir	S	S	S	S			S	S	F	F	F	F												
ND-537 #1 fir																								
ND-537 #2 fir																								
ND-537 #3 fir																								
ND-542 #1 fir																								
ND-542 #2 fir																								
ND-542 #3 fir																								
ND-575 #1 fir									S	S	M	S												
ND-580 #1 fir									S	S	S	S												
18" sl. o. bungalow A #1 fir									S	S	F	F												
22" sl. o. bungalow A #1 fir									F	F	F	F												
ND-591 fir	S	S	S	S	F	F	F	F	S	S	F	F												
ND-592 fir	S	S	S	S			S	S	S	S	F	F												
ND-593 fir	S	S	S	S			S	S	S	S	F	F												
ND-594 fir	S	S	S	S			S	S	S	S	F	F												
ND-625 fir																	S	M	S	M			S	S
ND-627 fir	S	S							M	M														
ND-635 fir							S	S	F	F	S	S												
ND-636 fir									S	S	F	F												
ND-638 fir									S	S	S	S												
ND-642 fir									S	S	M	M												

O = Open.
G = Glazed.

DOORS

	2-0 x 7-0-1⅜		2-4 x 6-8-1⅜		1-0 x 6-8-1⅜	1-0 x 6-8-1¾	1-0 x 7-0-1⅜	1-0 x 7-0-1¾	1-2 x 6-8-1⅜	1-2 x 6-8-1¾	1-2 x 7-0-1⅜	1-2 x 7-0-1¾	1-4 x 6-8-1¾	1-4 x 6-8-1¾	1-4 x 7-0-1⅜	1-4 x 7-0-1¾
	O	G	O	G	Either open or glazed											
ND-625—WPP #1	S	S	S	S												
ND-626—WPP #1	S	S														
ND-627—WPP #1																
ND-635—WPP #1																
ND-636—WPP #1																
ND-638—WPP #1																
ND-639—WPP #1																
ND-641—WPP #1																
ND-642—WPP #1																
ND-675—WPP #1					S	S	S	S	S	S	S	S	S	S	S	S
ND-676—WPP #1									S		S		S		S	
Bungalow #182																
ND-530 #1 flr																
ND-530 #2 flr																
ND-530 #3 flr																
ND-531 #1 flr																
ND-531 #2 flr																
ND-531 #3 flr																
ND-532 #1 flr																
ND-537 #1 flr																
ND-537 #2 flr																
ND-537 #3 flr																
ND-542 #1 flr																
ND-542 #2 flr																
ND-542 #3 flr																
ND-575 #1 flr																
ND—580 #1 flr																
18" gl. o. bungalow A #1 flr																
22" gl. o. bungalow A #1 flr																
ND—591 flr																
ND—592 flr																
ND—593 flr																
ND—594 flr																
ND—625 flr	S	S														
ND—627 flr																
ND—635 flr																
ND—636 flr																
ND—638 flr																
ND—642 flr																

O=Open.
G=Glazed.

14. In section 16 (c) (5), subparagraph (ii) is renumbered (iii) and a new sub-paragraph (ii) is added as follows:

(ii) *Odd sizes.* Odd sizes are those items which are shown in the state stock lists and which are not listed as fast, medium or slow and which are shown in or which can be built up from Standard Woodwork Lists, Catalog No. 40.

15. In section 17 (c) sub-paragraph (4) is amended to read as follows:

(4) *Mark-ups.* (i) Items covered by section 17 (c) (1):

	Percentage mark-up
Open windows and sash:	
Medium	52
Slow	65½
Odd	70
Glazed windows and sash:	
Fast	[1] 38
Medium	[1] 47
Slow	[1] 56½
Odd	[1] 70
Knocked-down sash parts: All	65½
Pine panel doors:	
Fast	38
Medium	42½
Slow	52
Odd	70
Hardwood panel doors and flush doors:	
Fast	42½
Medium	52
Slow	52
Odd	70
Hollow core doors:	
Fast	38
Medium	42½
Slow	56½
Odd	70

[1] To face crated price.

	Percentage mark-up
Pine open sash doors:	
Fast	38
Medium	42½
Slow	52
Odd	70
Glazing doors (glazing element) (Glass takes the same mark-up as the door into which it is glazed.)	84
Veneered open sash doors:	
Fast	42½
Medium	52
Slow	56½
Odd	70
Pine French doors:	
Fast	38
Medium	42½
Slow	52
Odd	70
W. P. P. garage doors (including overhead): All	83½
Cupboard doors: All	52
W. P. P. frames—window and door: All	38
Entrance frames: All	42½
Screens—window and sash:	
Fast	33½
Odd	70
Blinds and shutters: All	47
W. P. P. porchwork: All	52
W. P. P. inside door jambs: All	38
Sash and window units: All	38
Basement units: All	42½
Louvre frames: All	42½
Gable sash and frames: All	42½
Lock joint or mitred trim—KD or set up: All	42½
Breakfast sets, mantels, china cabinets: All	[2] 42½
Ironing board, telephone and medicine cabinets: All	[2] 38
Kitchen units, cupboards: All	[2] 39
Stairwork: All	[2] 47

[2] To small quantity price.

(ii) All items covered by section 17 (c) (2):

	Percentage mark-up
Fir doors—panel, sash and French:	
Fast	50
Medium	55
Slow	65
Fir doors—garage (including overhead: All	45

16. In section 17 (c) (5), subdivision (i) is amended to read as follows:

(i) Fast, medium, slow and odd items are as shown in section 16 (c) (5).

17. In sections 14, 15, 16, 18, 19, and 20, the table in each paragraph (f) (3), is amended to show the "number of size and kind in a full bundle" of "storm sash glazed" as 6.

18. In section 18 (c) (4) (i) the following items are added under pine softwood doors:

Glazing doors (glazing element) (Glass takes the same mark-up as the door into which it is glazed.)	84

This amendment shall become effective July 13, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 8th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-10053; Filed, July 8, 1944; 11:26 a. m.]

PART 1351—FOOD AND FOOD PRODUCTS

[RMPR 289,[1] Amdt. 8]

DAIRY PRODUCTS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Revised Maximum Regulation 289 is amended in the following respect:

Section 18a is added to read as follows:

SEC. 18a. *Maximum prices for listed dairy products purchased for ultimate sale to ship operators*—(a) *Sales by civilian sellers to licensed ship suppliers or to designated corporations.* Notwithstanding other provisions of this regulation, in any case where the purchase order has been initially placed by, through, or pursuant to the direction of the War Shipping Administration, the maximum price for the sale of any listed dairy product by any civilian seller other than a designated corporation to any licensed ship supplier or to any designated corporation shall be the maximum price as established by other provisions of this regulation and as adjusted by additions permitted by other pertinent regulations or orders issued by the Office of Price Administration for the sale of such listed dairy products by such seller to the United States Government or any of its agencies.

(b) *Sales by designated corporations to licensed ship suppliers or to other designated corporations.* Notwithstanding other provisions of this regulation, any designated corporation which has purchased any listed dairy product from any civilian seller, upon order initially placed by, through or pursuant to the direction of the War Shipping Administration, or from any agency of the United States government, for the purpose of ultimate resale to any licensed ship supplier shall sell such listed dairy product at a maximum price not in excess of the sum of (1) the purchase price paid by such corporation plus all interest charges, apportioned to the particular lot of the listed dairy product being sold, not to exceed 2% per annum, (2) all banking charges, apportioned to the particular lot of the listed dairy product being sold, not to exceed ½% per annum, (3) all out of pocket storage charges actually incurred and paid to a public warehouse for storing the listed dairy product being sold, (4) all administration charges actually incurred in handling the specific listed dairy product being sold and (5) all transportation charges actually paid by the designated corporation for transporting the specific listed dairy product being sold to the place where title passes to the purchaser. No interest or banking charges may be added, however, unless actually incurred in connection with a loan obtained to facilitate the purchase of the listed dairy product being sold by the designated corporation from a bank approved in writing by the War Shipping Administration. Furthermore, before any designated corporation may add any of the interest, banking, storage, administration, or transportation charges referred to above, these charges must be approved in writing by the War Shipping Administration.

(c) *Sales by licensed ship suppliers to other licensed ship suppliers.* Notwithstanding other provisions of this regulation, the maximum price at which any licensed ship supplier may sell any listed dairy product to another licensed ship supplier, where the sale has been requested or directed by the War Shipping Administration, shall be the sum of (1) the purchase price paid for such listed dairy product, (2) the actual out of pocket storage charges paid to a public warehouse for storing the listed dairy product being sold, and (3) all transportation charges actualy paid by the seller for transporting the specific listed dairy products being sold to the place where title passes to the purchasing licensed ship supplier: *Provided, however,* That if such sale is not requested or directed by the War Shipping Administration, the maximum price which may be charged by the seller shall be the purchase price paid by him for such listed dairy products.

In no event, however, may any licensed ship supplier add any storage or transportation charges under the provisions of this paragraph (c) unless such charges have been approved in writing by the War Shipping Administration.

(d) *Sales of listed dairy products delivered shipside by licensed ship suppliers to ship operators.* Notwithstanding other provisions of this regulation, the maximum price at which any licensed ship supplier shall sell, delivered shipside, any listed dairy product which he has purchased under the provisions of this section or from any agency of the United States Government to any ship operator shall be the maximum price for such sale as established by other provisions of this regulation and other applicable orders and regulations issued by the Office of Price Administration plus the sum of (1) the difference between the highest maximum price he could pay any one of his usual suppliers under other sections of this regulation for the listed dairy product being sold and the purchase price paid by him for such listed dairy product, and (2) the actual out of pocket storage charges accrued and paid to a public warehouse for storing the listed dairy product being sold. However, no licensed ship supplier may add any storage charges which have not been approved in writing by the War Shipping Administration.

(e) *Definitions*—(1) *Designated corporation.* "Designated corporation", as used in this regulation, means any corporation which has received the written approval of the War Shipping Administration to receive and to stockpile set aside, restricted, and designated foods for the purpose of ultimate resale to licensed ship suppliers.

(2) *Purchase price paid.* "Purchase price paid", as used in this section, means the actual cost per unit paid by the specified type of seller for the listed dairy product, not to exceed, however, the maximum price as established by the applicable provisions of this regulation and as adjusted by additions permitted by other pertinent orders and regulations issued by the Office of Price Administration.

(3) *Out of pocket storage charges.* "Out of pocket storage charges", as used in this section, means all storage rates actually accrued and paid to a public warehouse.

(4) *Licensed ship supplier.* "Licensed ship supplier", as used in this regulation, means any person who has received a license under War Food Order 74 to receive, set aside, restricted and designated foods for resale to ship operators for ship stores. It shall also mean ship suppliers otherwise approved in writing by the War Shipping Administration to purchase and sell to ship operators listed dairy products or other food products made available by or through the War Shipping Administration.

(5) *Ship operator.* "Ship operator" as used in this regulation, means any person conducting the business of operating vessels for the account of the United States or any of its agencies under a general agency form of service agreement approved by the Administrator of the War Shipping Administration; or operating, as the owner or as the owner's agent, a vessel which has been time-chartered to the United States Government, as represented by the Administrator of the War Shipping Administration; or operating a vessel, the services of which are employed by the United States Government, as represented by the Administrator of the War Shipping Administration; or operating a vessel designated by the War Shipping Administration which is owned, chartered, or operated by any allied or neutral country.

This amendment shall become effective July 13, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 FR. 4681)

Issued this 8th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-10054; Filed, July 8, 1944; 11:24 a. m.]

PART 1429—POULTRY AND EGGS

[RMPR 269,[1] Amdt. 30]

POULTRY

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Revised Maximum Price Regulation 269 is amended in the following respect:

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 5140.

[1] 7 F.R. 10708, 10864, 11118; 8 F.R. 567, 856, 878, 2289, 3316, 3419, 3792, 6736, 9299, 10940, 11691, 13302, 13303, 13813, 14016, 15258, 14845, 15190, 16793.

Section 1429.29 is added to read as follows:

§ 1429.29 *Maximum prices for processed poultry items purchased for ultimate sale to ship operators*—(a) *Sales by civilian sellers to licensed ship suppliers or to designated corporations.* Notwithstanding other provisions of this regulation, in any case where the purchase order has been initially placed by, through, or pursuant to the direction of, the War Shipping Administration, the maximum price for the sale of processed poultry items by any civilian seller, other than a designated corporation, to any licensed ship supplier or to any designated corporation shall be the maximum price as established by other provisions of this regulation, or other pertinent orders or regulations issued by the Office of Price Administration, for the sale of such processed poultry items by such seller to the United States Government or any of its agencies.

(b) *Sales by designated corporations to licensed ship suppliers or to other designated corporations.* Notwithstanding other provisions of this regulation, any designated corporation which has purchased processed poultry items from any civilian seller, upon order initially placed by, through, or pursuant to the direction of, the War Shipping Administration, or from any agency of the United States Government, for the express purpose of ultimate resale to licensed ship suppliers, shall sell such processed poultry items at a maximum price not in excess of the sum of (1) the purchase price paid by such corporation plus all interest charges, apportioned to the particular lot of poultry being sold, not to exceed 2% per annum, (2) all banking charges, apportioned to the particular lot of poultry being sold, not to exceed ½% per annum, (3) all out of pocket storage charges actually incurred and paid to a public warehouse for storing the poultry items being sold, (4) all administration charges actually incurred in handling the specific poultry items being sold and (5) all transportation charges actually paid by the designated corporation for transporting the specific processed poultry items being sold to the place where title passes to the purchaser. No interest or banking charges may be added, however, unless actually incurred in connection with a loan obtained to facilitate the purchase of the poultry items being sold by the designated corporation from a bank approved in writing by the War Shipping Administration. Furthermore, before any designated corporation may add any of the interest, banking, storage, administration or transportation charges referred to above, these charges must be approved in writing by the War Shipping Administration.

(c) *Sales by licensed ship suppliers to other licensed ship suppliers.* Notwithstanding other provisions of this regulation, the maximum price at which any licensed ship supplier may sell processed poultry items to another licensed ship supplier, where such sale has been requested or directed by the War Shipping Administration, shall be the sum of (1) the purchase price paid for such processed poultry items, (2) the actual out of pocket storage charges accrued and paid to a public warehouse, and (3) all transportation charges actually paid by the seller for transporting the specific processed poultry items being sold to the place where title passes to the purchasing licensed ship supplier: *Provided, however,* That if such sale is not requested or directed by the War Shipping Administration, the maximum price which may be charged by the seller shall be the purchase price paid by him for such processed poultry items.

In no event, however, may any licensed ship supplier add any storage or transportation charges under the provisions of this paragraph (c) unless such charges have been approved in writing by the War Shipping Administration.

(d) *Sales of processed poultry items delivered shipside by licensed ship suppliers to ship operators.* Notwithstanding other provisions of this regulation, the maximum price for sales of processed poultry items, delivered shipside, by licensed ship suppliers to ship operators shall be the sum of (1) the purchase price paid by the licensed ship supplier for such processed poultry items, (2) the actual out of pocket storage charges accrued and paid to a public warehouse, and (3) an amount not in excess of 1¾¢ per pound. However, no licensed ship supplier may add any storage charges which have not been approved in writing by the War Shipping Administration.

(e) *Definitions*—(1) *Designated corporation.* "Designated corporation", as used in this regulation, means any corporation which has received the written approval of the War Shipping Administration to receive and to stockpile set aside, restricted and designated foods for the purpose of ultimate resale to licensed ship suppliers.

(2) *Purchase price paid.* "Purchase price paid", as used in this section, means the actual cost per pound paid by the "designated corporation" or the "licensed ship supplier" for the poultry items, not to exceed the maximum price for such sale as established by this regulation or other pertinent orders or regulations issued by the Office of Price Administration, or, if the poultry items have been purchased from a civilian seller other than a "designated corporation", not to exceed the applicable maximum base price, as established by this regulation and as adjusted by additions permitted by other pertinent orders or regulations issued by the Office of Price Administration, by more than 1½¢ per pound.

(3) *Out of pocket storage charges.* "Out of pocket storage charges", as used in this section, means all storage rates actually accrued and paid to a public warehouse not to exceed an amount of 0.5¢ per pound for one month's storage, 1¢ per pound for more than one, but not over two months' storage, 1.4¢ per pound for more than two, but not over three months' storage, 1.8¢ per pound for more than three, but not over four months' storage, and 2.2¢ per pound for four or more months of storage.

(4) *Licensed ship suppliers.* "Licensed ship supplier," as used in this regulation, means any person who has received a license under War Food Order #74 to receive set aside, restricted and designated foods for resale to ship operators for ship stores. It shall also mean ship suppliers otherwise approved in writing by the War Shipping Administration to purchase and sell to ship operators poultry or other food products made available by or through the War Shipping Administration.

(5) *Ship operator.* "Ship operator," as used in this regulation, means any person conducting the business of operating vessels for the account of the United States or any of its agencies under a general agency form of service agreement approved by the Administrator of the War Shipping Administration; or operating, as the owner or as the owner's agent, a vessel which has been time-chartered to the United States Government, as represented by the Administrator of the War Shipping Administration; or operating a vessel, the services of which are employed by the United States Government, as represented by the Administrator of the War Shipping Administration; or operating a vessel designated by the War Shipping Administration which is owned, chartered, or operated by any allied or neutral country.

This amendment shall become effective July 13, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 8th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–10055; Filed, July 8, 1944; 11:24 a. m.]

PART 1351—FOOD AND FOOD PRODUCTS

[RMPR 271, Amdt. 16]

POTATOES AND ONIONS

NOTE: An amendment to the statement of considerations involved in the issuance of Amendment 16 to Revised Maximum Price Regulation 271 (9 F.R. 6151) was filed with the Division of the Federal Register as F.R. Doc. 44–6546 on July 8, 1944, 11:26 a. m.

PART 1316—COTTON TEXTILES

[RPS 35,[1] Amdt. 20]

CARDED GREY AND COLORED-YARN COTTON GOODS

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

Revised Price Schedule No. 35—Carded Grey and Colored-Yarn Cotton Goods, is amended in the following respect:

1. Table IV of § 1316.61 (b) (4) is amended to read as follows:

TABLE IV—DENIMS[1] (PRICES ARE FOR ALL SHADES AND COLORS)

Type of cloth and yards per pound or ounces per yard:	*Spot cotton price (cents per pound, 20.37). Cents per yard—*
Denims:	
Mill finish:	
3.50 yards	15.25
3.00 yards	17.00
2.60 yards	19.25
2.45 yards	20.00
2.40 yards	20.00
2.30 yards	21.00
2.20 yards	21.50
8 oz. (2.00)	23.75
9 oz. (1.78)	26.25
10 oz. (1.60)	29.00
Sanforized:	
3.15 yards	17.75
3.00 yards	17.75
2.70 yards	19.75
2.45 yards	22.00
2.20 yards	23.00
8 oz. (2.00)	24.75
9 oz. (1.78)	27.25
10 oz. (1.60)	30.25
11 oz. (1.45)	33.25

[1] The maximum prices listed above are for all patterns made entirely or in part with white filling yarn. Premiums over the above maximum prices may be charged as follows:

	Cents per yard
For solid color and for all stripes and patterns made with 100 percent colored filling yarn	½
For herringbone weave	½
For denim meeting Navy specifications and sold for military use	½

The maximum prices set forth herein are for denims of 28 to 30 inches, inclusive, in width. The maximum price for a denim of any other width shall be that price which stands in the same relation to the applicable price set forth herein (i. e., for the same cloth of 28 to 30 inch width) as does its width to 29 inches.

The weights listed herein are "card" weights.

The prices listed herein apply to denim not lighter than the actual weights which the individual seller has customarily delivered against contracts calling for the "card" weights. Denim of a weight other than that which a seller has customarily delivered against a contract calling for "card" weight shall be priced in inverse proportion to the yardage per pound of the nearest weight of denim customarily delivered.

For seconds and short lengths of denim, the maximum prices listed in this table must be discounted as follows: Seconds, ½ cent; short lengths, 25 to 40 yards, inclusive, ¾ cent; 10 to 24.99 yards, 1 cent; 2 to 9.99 yards, 15 percent.

The maximum prices set forth herein shall be discounted (1) where payment is made within 10 days of delivery, by 3 percent; and (2) where payment is made within the next 60 days, by 2 percent and by interest at 6 percent per annum for such portion of the 60-day period as the buyer at his option or pursuant to agreement with the seller, anticipates by earlier payment.

This amendment shall become effective as of June 30, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 8th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10068; Filed, July 8, 1944; 3:48 p. m.]

PART 1389—APPAREL

[MPR 547]

MAXIMUM PRICES FOR SPECIFIED LOW PRICE-LINE GARMENTS

A statement of the considerations involved in the issuance of this Maximum Price Regulation No. 547 has been issued simultaneously herewith and filed with the Division of the Federal Register.* In the judgment of the Price Administrator the maximum prices established by this regulation are and will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942, as amended. Such specifications and standards as are used in this regulation were, prior to such use, in general use in the trade or industry affected or have previously been promulgated and their use lawfully required by another Government agency. To the extent that this regulation operates to compel changes in the business practices, costs practices or methods, or means or aids to distribution established in the industries affected, the Administrator has found that such action is necessary to prevent circumvention or evasion of this regulation.

MAXIMUM PRICE REGULATION 547—MAXIMUM PRICE FOR SPECIFIED LOW PRICE-LINE GARMENTS

Sec.
1. What this regulation covers.
2. Ceiling prices.
3. Definitions.
4. Marking.
5. When taxes may be added.
6. Sales slips and invoices.
7. Records.
8. Relation to other maximum price regulations.
9. Prohibitions, enforcement, and licensing.
10. Amendment.

AUTHORITY: Secs. 1 to 10, inclusive (§ 1389.605) issued under 56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383; 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.

SECTION 1. *What this regulation covers.* This regulation establishes dollar-and-cents ceiling prices for all sales of specified low price line garments made from fabrics for which priorities assistance has been given in accordance with Men's Shorts Program No. 1, Men's Shirts Program No. 1, Women's Housedresses Program No. 1 and Women's and Misses' Slips Program No. 1, issued June 20, 1944 under Schedule A of War Production Board Conservation Order No. M–328B. This regulation covers sales in the 48 states and the District of Columbia.

SEC. 2. *Ceiling prices*—(a) *Ceiling prices for garments covered by this regulation and made in accordance with the standards and specifications stated in Schedule A of War Production Board Conservation Order M–328B, are established as follows:*

Item	Size	Sales other than at retail, per doz. f. o. b. point of shipment		Sales at retail (per garment)
1. Men's shorts	28–44	$3.55	Less 8% trade discount for all sales to persons other than sellers at retail; net for sales to sellers at retail.	$0.39
2. Men's dress shirts:				
(a) Printed and solid colors	14–17	12.25		1.39
(b) White	14–17	11.25		1.39
3. Housedresses	12–44	12.75		1.49
	46–52	14.25		1.69
4. Misses' and women's slips	34–44	5.75	Less 8% trade discount for sales by manufacturers and net for sales by all other sellers.	.65
	46–52	6.40		.75

For all items, the time limit for payment will be the seller's customary business practice to purchasers of the same class.

Examples: 1. A manufacturer sells men's shorts to a jobber. His ceiling price for the sale is $3.27 per dozen (the stated price of $3.55 less 8%).

2. A manufacturer sells printed shirts to a jobber. His ceiling price for the sale is $11.27 per dozen (the stated price of $12.25 less 8%).

3. A jobber sells men's shorts to another jobber. His ceiling price is $3.27 per dozen (the stated price of $3.55 less 8%).

4. A manufacturer (or a jobber) sells printed shirts to a retailer. The ceiling price for such sales is the net price of $12.25 per dozen.

5. A manufacturer sells slips to a jobber (or to a retailer)* in the 34–44 size range. The ceiling price for such sale is $5.29 per dozen (the stated price of $5.75 less 8%).

6. A jobber sells slips to a retailer in the 46–52 size range. His ceiling price for the sale is the net price of $6.40 per dozen. His ceiling price to another jobber is also the net price of $6.40 per dozen.

(b) *Ceiling prices for garments covered by this regulation but which do not meet the standards and specifications set forth in Schedule A of War Production Board Conservation Order M–328B,* may be established only by specific authorization from the Office of Price Administration, Washington, D. C. No person is permitted to deliver such garments until he receives such authorization. A seller, in order to secure an authorized ceiling price, must file with the Consumer Goods Division of the Office of Price Administration, Washington, D. C. an application setting forth each particular in which the garment for which he seeks a ceiling price differs in construction from the garment for which specifications are set forth in Schedule A of War Production Board Conservation

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 1963, 5306, 15908, 16744; 9 F.R. 2020, 2477, 2237, 2790, 3339, 4076.

*Copies may be obtained from the Office of Price Administration.

Order M–328B and a breakdown of his total unit cost of the garment in the detail customarily used by him. The applicant must also submit a sample of the garment for which he seeks authorization of a ceiling price.

SEC. 3. *Definitions*—(a) *Sale at retail.* A "sale at retail" is a sale to an ultimate consumer. Also, sales to industrial, commercial, or institutional users are "sales at retail" if made by a person who sells principally at retail. If not made by such a person, then they are "sales other than at retail."

(b) *Sale other than at retail.* Any sale which is not a "sale at retail" as defined in paragraph (a), above, is a "sale other than at retail."

(c) *Manufacturer.* A "manufacturer" of a garment is a person who sells the completed garment after having fabricated it or who sells the completed garment after having sold or consigned to the fabricator thereof any of the principal materials from which it was made.

(d) Unless the context otherwise requires, or unless specifically provided herein, the definitions set forth in § 1499.20 of the General Maximum Price Regulation [1] shall apply to the terms used herein.

SEC. 4. *Marking.* On and after the effective date of this regulation, every manufacturer is forbidden to deliver any garment covered by this regulation unless each garment is marked with (a) the manufacturer's War Production Board case number, (b) the appropriate retail ceiling price specified in this regulation, and (c) if the garment is a "second" or "imperfect" a marking to that effect. If any part of the required marking has not been performed by the manufacturer it must be supplied by the retailer. A manufacturer, within five days after written request, shall furnish to any retailer who purchases any of the garments covered by this regulation all information necessary for correct marking of the garment. The required marking must be attached to each garment. It must be attached by stitching, adhesive, pins, staples, or string tickets, or stamped on the garment itself, and must be placed on the garment where it is clearly visible to retail purchasers.

SEC. 5. *When taxes may be added.* If a statute or ordinance imposes a tax upon a particular sale or delivery (such as a sales tax, gross proceeds or gross receipts tax or compensating use tax) and permits such tax to be stated separately from the selling price, the seller may collect such tax in addition to the maximum price under this regulation, provided that he states the amount of the tax separately. However, this provision does not apply to any tax imposed on a prior sale or delivery of the same article.

SEC. 6. *Sales slips and invoices.* (a) Any retailer who has customarily given a purchaser a sales slip, receipt or similar evidence of purchase shall continue to do so. Upon request from a purchaser, any retailer, regardless of previous custom shall give the purchaser a receipt showing the date, name and address of the seller, the description of each garment sold and the price received for it.

(b) All sellers other than sellers at retail shall give an invoice to purchasers and retain a duplicate thereof for inspection by the Office of Price Administration. The invoice shall show the date, the name and address of the seller and the purchaser, and with respect to each style of garment sold, the manufacturer's War Production Board Case number, the terms of sale, the style or lot number, size or size range, quantity and price.

SEC. 7. *Records.* (a) Every person who purchases garments covered by this regulation for purposes of resale shall retain and keep for inspection by the Office of Price Administration all invoices received in connection with purchases of such garments.

(b) Manufacturers must retain the following for inspection by the Office of Price Administration:

(1) *Purchase invoices.* All invoices for materials and trimmings used in the manufacture of garments covered by this regulation must be retained. On each invoice for material or trimming must be recorded the numbers of the cutting tickets for cuttings in which that material or trimming was used.

(2) *Cutting tickets.* A separate cutting ticket must be prepared and retained for each cutting of garments covered by this regulation, and should contain:

(i) Cutting ticket number
(ii) Date of cutting
(iii) Style number of garment.
(iv) Number of garments cut in each size
(v) Number of yards of material and trimming used
(vi) Invoice number of materials and trimmings used.

(3) *Markers and patterns.* Manufacturers must retain the marker used on each cutting of garments, or, if the marker is cut with the lay, all patterns used in each cutting must be retained, whether the cutting is done in the manufacturer's establishment or in the establishment of a contractor.

SEC. 8. *Relation to other maximum price regulations*—(a) *Regulations superseded.* The coverage of this regulation is stated in section 1. Where this regulation applies, it supersedes the provisions of the following:

(1) General Maximum Price Regulation.
(2) Maximum Price Regulation No. 332 [2] (Simplified Men's and Boys' Shirts and Pajamas).
(3) Revised Maximum Price Regulation No. 287 [3] (Manufacturers' Prices for Women's Girls' and Children's Outerwear Garments).
(4) Maximum Price Regulation No. 330 [4] (Retailers' and Wholesalers' Prices for Women's, Girls' and Children's Outerwear Garments).

(b) *Contractor's services.* The regulation does not apply to charges for contractors' services which are governed by Maximum Price Regulation No. 172.[5] (Charges of Contractors in the Apparel Industry).

"Contractor" is defined in § 1389.52 of that regulation.

(c) *Export sales.* This regulation does not apply to export sales or deliveries of the articles covered in section 2 of this regulation. Such sales and deliveries are covered by the Second Revised Maximum Export Price Regulation.[6]

(d) *Import sales.* The provisions of this regulation do not apply to sales or deliveries made from points outside the 48 states and the District of Columbia. Such sales and deliveries are governed by the provisions of the Maximum Import Price Regulation.[7] This regulation does, however, apply to domestic sales when the articles sold were originally imported.

SEC. 9. *Prohibitions, enforcement and licensing.*—(a) *Prohibitions.* On and after July 7, 1944, regardless of any contract or obligation, no person shall:

(1) Sell or deliver any article covered by this regulation at a price higher than the ceiling price permitted by this regulation; or

(2) Deliver any article made from a fabric for which he has received priority assistance pursuant to any of the special programs issued June 20, 1944 under Schedule A of War Production Board Conservation Order M–328B, but not meeting the specifications set forth therein unless he shall have first secured from the Office of Price Administration an authorized ceiling price therefor as provided by section 2 of this regulation; or

(3) Buy or receive, in the course of trade or business at a price higher than the ceiling price permitted by this regulation, any article covered by this regulation; or

(4) Require a purchaser to buy or agree to buy any article, service, package or wrapper in connection with the sale or delivery of any article covered by this regulation; or

(5) Do any other act which directly or indirectly increases above the ceiling price the consideration paid by the purchaser for any article, covered by this regulation. Any practice which is a device to secure the effect of a higher than ceiling price is as much a violation as an outright raising of the ceiling price. This applies to but is not limited to the devices making use of commissions, services, cross sales, transportation arrangements, premiums, discounts, special privileges, tying-agreements, trade understandings and all similar practices.

(6) Offer, attempt, or agree to do any of the acts prohibited by this regulation.

(b) *Enforcement.* Any person who violates any provisions of this regulation is subject to the criminal penalties, civil enforcement actions, suits for treble damages, and proceedings for suspension of licenses provided by the Emergency Price Control Act of 1942, as amended.

(c) *Licensing.* The provisions of Licensing Order No. 1,[8] licensing all persons who make sales under price control are applicable to all sellers subject to this regulation. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

SEC. 10. *Amendment.* Any person seeking an amendment, which must have general applicability, may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1,[9] issued by the Office of Price Administration.

Effective date. This regulation shall become effective on July 7, 1944.

NOTE: All record keeping and reporting requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 7th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–10029; Filed, July 7, 1944; 4:47 p. m.]

PART 1302—ALUMINUM

[MPR 2,[1] Amdt. 6]

ALUMINUM SCRAP AND SECONDARY ALUMINUM INGOT

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation No. 2 is amended in the following respects:

1. Section 14, paragraph (a) is amended by the addition of another grade of aluminum scrap to the schedule of prices, Appendix A, as follows:

(6) *Aluminum foil scrap.* Aluminum foil scrap or light gauge aluminum sheet which does not exceed 0.006 of an inch in thickness; clean, free of paper, gutta-percha or any other adhering substances or forms of contamination—16 cents per pound of material, irrespective of quantity. Contaminated aluminum foil scrap not conforming to these specifications shall be bought and sold for not more than a price, below the maximum price for clean aluminum foil scrap, fairly reflecting the value of such scrap.

2. Section 14, paragraph (a), Note 4 is revoked.

3. Section 14, paragraph (a), Note 6 is amended to read as follows:

NOTE 6: *Premiums for special preparation.* (a) Upon the sale of segregated solid aluminum plant scrap of any of the wrought aluminum or S-type alloys, except 2S and 3S, to the Aluminum Company of America, the Olin Corporation, or the Reynolds Metals Company, the following premiums may be charged, demanded, paid or offered:

	Premium (cents per pound)
If such scrap is baled or packaged, suitable for briquetting	½
If such scrap is briquetted, or in large pieces too heavy to briquette	1

(b) Upon the sale of wrecked aircraft, prepared, a premium of one-half cent per pound of material may be charged, demanded, paid or offered if such scrap is baled by compression or briquetted.

(c) The maximum price charged for aluminum scrap specially prepared or processed in any other manner shall be a price hereafter established in writing by the Office of Price Administration. The price so established shall be a price in line with the general level of prices established by this Maximum Price Regulation No. 2, taking into account the buyer's special requirements and the additional cost to the seller in preparing material to meet the buyer's requirements.

Any person desiring to sell such material may apply to the Office of Price Administration at Washington, D. C., for the establishment of a price that such person may charge for such scrap. Such application shall be in writing and shall state:

(1) The nature of seller's business.
(2) The name and address of the purchaser.
(3) The quantity of material to be processed or prepared and the purpose for which it is to be used.
(4) A detailed statement of the buyer's specifications for the material and a description of the manner in which the material has been or will be specially prepared.
(5) To the extent possible, a statement of the additional expense to the seller in preparing the material for the purchaser's use.
(6) The proposed price, f. o. b. point of shipment.

When a maximum price is submitted for approval in this manner, it shall be deemed to be approved unless the Administrator specifically disapproves such price within fifteen days from the date on which receipt of the request for approval is acknowledged. The maximum price for such scrap when once approved shall be the maximum price for all subsequent sales of such scrap by the seller to whom such approval is given, unless such approval is specifically withdrawn.

(d) Except as provided herein, the maximum prices established for aluminum scrap by this regulation shall not be increased by any charge or payment for special preparation.

4. Section 15 (a) (4) is revoked.

This amendment shall become effective July 15, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 10th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–10117; Filed, July 10, 1944; 11:51 a. m.]

PART 1305—ADMINISTRATION

[Gen. RO 5,[1] Amdt. 73]

FOOD RATIONING FOR INSTITUTIONAL USERS

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

General Ration Order No. 5 is amended in the following respects:

1. The title of Article XXVIII is amended to read as follows:

ARTICLE XXVIII—HOME PROCESSING BY INSTITUTIONAL USERS

NOTE: The record-keeping and reporting requirements set forth in this article do not apply to processed foods while they have a zero point value.

2. Section 28.3 (b) is amended by changing the parenthetical statement in that section as read as follows: "(The point value of home processed foods is fixed on the Official Table of Point Values.)"

3. Section 28.3 (d) is amended by changing the parenthetical phrase in that section to read as follows: "(at their point value at the time they were used)".

4. Section 28.6 (a) is amended by deleting the word "One" between the words "War Ration Books" and the words "of persons" in the last sentence of that section.

5. Section 28.7 is amended to read as follows:

SEC. 28.7 *An institutional user (other than a Group I user) may obtain a sugar allotment for producing home processed foods from fresh fruits*—(a) *He must apply on OPA Form R–315.* An institutional user (other than a Group I user) may obtain an allotment of sugar to be used in producing home processed foods from fresh fruits, for use or transfer pursuant to sections 28.3 and 28.4 of this order. He must make application for such allotment to the Board on OPA Form R–315 and must state:

(1) The name and address of the place where the home processed foods will be produced;
(2) The types of facilities to be used;
(3) The number of pounds of sugar needed;
(4) The number of pounds of home processed foods (other than jam, jellies, preserves, marmalades or fruit butters) he intends to produce from fruits and fruit juices;
(5) The number of pounds of prepared fruit (or pints of fruit juices) he intends to use in making jams, preserves and marmalades;
(6) The number of pounds of prepared fruit (or pints of fruit juices) he intends to use in making jellies;
(7) The number of pounds of prepared fruit (pulp) he intends to use in making fruit butter;

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[1] 9 F.R. 1385, 5169, 6106.

[2] 8 F.R. 2350, 2783.

[3] 8 F.R. 9122, 10001, 10304; 9 F.R. 974.

[4] 8 F.R. 2209, 4732, 16060, 16426.

[5] 7 F.R. 4882, 6684, 8351, 8948, 10864; 8 F.R. 8063.

[6] 8 F.R. 4132, 5987, 7662, 9998, 15193.

[7] 8 F.R. 11681, 12237.

*Copies may be obtained from the Office of Price Administration.

[8] 8 F.R. 8495, 9330, 10899, 16982; 9 F.R. 5587.

[9] 8 F.R. 13240.

[1] 7 F.R. 8961; 8 F.R. 3313, 3533, 6173; 9 F.R. 3075.

[1] 8 F.R. 10002, 11676, 11480, 11479, 12483, 12557, 12403, 12744, 14472, 15488, 16787, 17486; 9 F.R. 401, 455, 692, 1810, 2212, 2287, 2252, 2476, 2789, 3030, 3075, 3340, 3704, 3577, 4196, 4393.

(8) The disposition to be made of such processed foods.

(b) *He may get an allotment of sugar.* The Board may grant an allotment of sugar in an amount not exceeding:

(1) One (1) pound of sugar for each four (4) quarts (or 8 pounds) of finished home processed foods (other than jams, jellies, preserves, marmalades or fruit butters) produced from fruits or fruit juices;

(2) One (1) pound of sugar for each pound of prepared fruit used for making jams, preserves and marmalades;

(3) One (1) pound of sugar for each two (2) pounds of prepared fruit (or one pint of fruit juice) used for making jelly;

(4) One (1) pound of sugar for each two (2) pounds of prepared fruit (pulp) used for making fruit butter.

However, no sugar shall be granted for the production of a product which has a zero point value at the time of application.

(c) *Issuance of certificate.* The Board shall issue a certificate for the amount of the allotment. However, if the applicant has an excess inventory of sugar, the amount of that excess inventory shall be deducted from the amount for which the certificate is to be issued. Any excess inventory so deducted shall be cancelled.

6. Section 28.8 (b) is amended by changing the first two sentences to read as follows:

(b) *It is charged with an excess inventory of processed foods.* The government or government agency shall be charged with an excess inventory of processed foods equal to the point value of the processed foods so produced. In computing the amount of the charge, foods so produced shall be treated as if they were home processed foods.

7. Section 28.8 (c) is amended to read as follows:

(c) *It may obtain sugar allotments to produce such processed foods.* (1) The government agency may apply on OPA Form R–315 for an allotment of sugar to produce such processed foods. The application must show:

(i) The name and address of the applicant;

(ii) The location of the facilities to be used;

(iii) The amount of sugar requested;

(iv) The number of pounds of processed foods (other than jams, jellies, preserves, marmalades or fruit butters) he intends to produce from fruits and fruit juices;

(v) The number of pounds of prepared fruit (or pints of fruit juices) he intends to use in making jams, preserves and marmalades;

(vi) The number of pounds of prepared fruit (or pints of fruit juices) he intends to use in making jellies;

(vii) The number of pounds of fruit (pulp) he intends to use in making fruit butter; and

(viii) The disposition to be made of such processed foods.

(2) The government agency may obtain an allotment of sugar not exceeding:

(i) One (1) pound of sugar for each four (4) quarts (or 8 pounds) of finished home processed foods (other than jams, jellies, preserves, marmalades or fruit butters) produced from fruits or fruit juices;

(ii) One (1) pound of sugar for each pound of prepared fruit used for making jams, preserves and marmalades;

(iii) One (1) pound of sugar for each two (2) pounds of prepared fruit (or one pint of fruit juice) used for making jelly;

(iv) One (1) pound of sugar for each two (2) pounds of prepared fruit (pulp) used for making fruit butter.

However, no sugar shall be granted for the production of a product which has a zero point value at the time of application.

8. Section 28.8 (d) is amended to read as follows:

(d) *It uses such processed foods as part of its allotment.* For the purpose of section 15.2 of this order, the point value of such processed foods used by such government or government agency at its Group II or eleemosynary or educational Group III, V or VI establishments is to be included in determining the amount of processed foods used during the allotment period, at the point value they would have if they were home processed foods.

9. Section 28.8 (e) is amended by deleting the words "at the rate of four (4) points per pound" at the end of the first sentence of that section and by substituting in place thereof the words "at the point value they would have if they were home processed foods."

This amendment shall become effective July 14, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(Pub. Law 671, 76th Cong.; as amended by Pub. Laws 89, 421, 507, 77th Cong.: E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Dir. 1, Sup. Dir. 1–E, 1–M and 1–R, 7 F.R. 562, 2965, 7234, 9684, respectively; War Food Orders 56, 58, 59, 61, 64, 9 F.R. 4319, 4320, 4321).

Issued this 10th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–10119; Filed, July 10, 1944; 11:52 a. m.]

PART 1305—ADMINISTRATION

[Gen. RO 7, Amdt. 9]

METHOD OF SURRENDER AND DEPOSIT OF RATION STAMPS AND COUPONS

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 1.2 (b) of General Ration Order No. 7 is amended to read as follows:

(b) A manufacturer or distributor of shoes must paste any War Ration Book stamps he has, for deposit, on gummed sheets (OPA Form R–120A) or enclose them in sealed envelopes. If the stamps are pasted on gummed sheets, the name and address of the depositor must be written on each sheet, and only stamps valid for deposit may be pasted on the sheet. If the stamps are enclosed in sealed envelopes, they must be handled in all respects in accordance with the procedure described in paragraphs (a) and (c) of this section for the use of such envelopes. Special shoe stamps may only be deposited in sealed envelopes in accordance with the procedure set forth in paragraphs (a) and (c) of this section.

This amendment shall become effective July 14, 1944.

NOTE: All reporting and record-keeping requirements of the amendment have been approved by the Bureau of Budget in accordance with the Federal Reports Act of 1942.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9334, 8 F.R. 5423; WPB Dir. 1, 7 F.R. 562; Sec. of Agr. War Food Order No. 56, 8 F.R. 2005; War Food Order No. 58, 8 F.R. 2251; War Food Order No. 59, 8 F.R. 3471; War Food Order No. 64, 8 F.R. 7093)

Issued this 10th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–10118; Filed, July 10, 1944; 11:52 a. m.]

PART 1360—MOTOR VEHICLES AND MOTOR VEHICLE EQUIPMENT

[RPS 85,[1] Amdt. 16]

NEW PASSENGER AUTOMOBILES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Revised Price Schedule 85 is amended in the following respects:

1. Section 1360.52 (d) is amended to read as follows:

(d) An allowance of 5% of (a) and (c) above, or $75, whichever is lower (hereinafter called handling and delivery charges): *Provided*, That (1) when delivery was made after March 15, 1943, the automobile shall have received the operations set forth in § 1360.63 *Appendix C: Standard Delivery Operations*, as therein required, and at the time of delivery the seller shall deliver to the purchaser a copy of Appendix C, and shall execute and deliver to the purchaser and to the Office of Price Administration the certification regarding these operations required by § 1360.52 (c), (2) when delivery was made, on or before March 15, 1943, the automobile shall have received, either the operations set forth in Appendix C, or all of the services customarily performed in order to prepare the automobile for delivery to the purchaser and all of the factory recommended get-ready and delivery operations. However, where the automobile being sold is one kept in a customary sales room on display for sale, or is a demonstrator, the handling and delivery charges may be included without the performance of the operations in Appendix C.

2. Section 1360.52 (e) (2) is amended to read as follows:

(2) Increment may be included without the performance of the maintenance operations in Appendix B for any period that the automobile is kept in a customary sales room on display for sale, or is used as a demonstrator.

3. Section 1360.52 (e) (3) is revoked.

4. In § 1360.52 (e) paragraphs (4) and (5) and redesignated (3) and (4), respectively.

5. Section 1360.52b is revoked.

6. Section 1360.52 (f) is amended by inserting the phrase "to the purchaser" immediately following the words "the certification in paragraph (b) of § 1360.52c, and" and before the words, "the invoice or bill of sale required by § 1360.52d".

7. Section 1360.59 (g) is amended to read as follows:

(g) "New passenger automobile" means a 1942 model automobile which has not been used for any purpose other than the purpose of sale. This definition includes, among others, 1942 model year cars used as demonstrators, but does not include dealer company owned or dealer executive cars.

This amendment shall become effective July 10, 1944.

Issued this 10th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–10120; Filed, July 10, 1944; 11:51 a. m.]

PART 1394—RATIONING OF FUEL AND FUEL PRODUCTS

[RO 5C,[1] Amdt. 134]

MILEAGE RATIONING: GASOLINE REGULATIONS

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Ration Order 5C is amended in the following respects:

1. Section 1394.7751 (a) (3) is amended to read as follows:

(3) One or more gasoline deposit certificates issued pursuant to § 1394.8006 (b), § 1394.7755 (b) or § 1394.7805 (d).

2. Sections 1394.7755 (b) is amended to read as follows:

(b) The Board shall remove and cancel all coupons in Class D books in excess of the number to be issued hereunder. If it is necessary for the applicant to receive bulk transfers of gasoline and if he meets the requirements of § 1394.8006 in regard to bulk transfers, or, if the applicant is a government, government agency or government subdivision and if it is entitled to acquire gasoline upon a delayed settlement basis in the manner provided in § 1394.8153a, the Board may issue one or more gasoline deposit certificates. The Board shall first determine the type, number and the earliest renewal date of the ration coupons to which the applicant is entitled; it shall then issue a gasoline deposit certificate or certificates to the extent requested by the applicant, in an amount equal to the gallonage value of the coupons to which the applicant is entitled in lieu of which gasoline deposit certificates are issued.

At the time of issuance of any gasoline deposit certificate, the Board shall note upon the application for a gasoline ration the earliest renewal date of the ration and the serial number and gallonage value of gasoline deposit certificates issued. Each gasoline deposit certificate issued shall contain the designation of the issuing Board, the signature of the issuing officer, the name and address of the applicant, the gallonage, in words and numerals, for which the certificate is issued, the type of ration or rations issued in the form of gasoline deposit certificates, and the gallonage of each such type.

3. In § 1394.7805 (d) the fourth and fifth sentences are deleted and the following sentences are added:

However, if it is necessary for the applicant to receive bulk transfers of gasoline and if he meets the requirements of § 1394.8006, in regard to bulk transfers, or if the applicant is entitled to acquire gasoline upon a delayed settlement basis in the manner provided in § 1394.8153a, the Board may issue one or more gasoline deposit certificates to provide all or any part of the gallonage allowed.

At the time of issuance of any gasoline deposit certificate, the Board shall note upon the application for a gasoline ration the expiration date of the ration and the serial number and gallonage value of gasoline deposit certificates issued. Each gasoline deposit certificate issued shall contain the designation of the issuing Board, the signature of the issuing officer, the name and address of the applicant, the gallonage, in words and numerals, for which the certificate is issued, the type of ration or rations issued in the form of gasoline deposit certificates, and the gallonage of each such type.

4. Section 1394.8152 is amended by inserting after the phrase "Except as provided in § 1394.8153," the reference "§ 1394.8153a".

5. Section 1394.8153a is added to read as follows:

§ 1394.8153a *Transfers to certain fleet operators on a delayed settlement basis.*—(a) *General.* This section provides for transfers of gasoline to operators of fleets of official or commercial motor vehicles on a delayed settlement basis (that is, without the surrender of ration evidences at the time of transfer). Transfers to such fleet operators on a delayed settlement basis may be made only if the conditions set forth in this section are met and the procedures provided are followed. When used in this section, the term "fleet operator" means the operator of a fleet of official or commercial motor vehicles.

(b) *Fleet operators eligible to receive transfers on a delayed settlement basis.* Any person (including a government, government agency, or government subdivision) who operates a fleet of official or commercial motor vehicles may acquire gasoline on a delayed settlement basis if he meets all the following tests:

(1) He acquires 960 gallons of gasoline or more per month for use with official or commercial motor vehicles and maintains a ration bank account pursuant to § 1394.8206a:

(2) He regularly acquires gasoline by direct transfer into the motor vehicle of his fleet on monetary credit, as permitted by Directive 62, issued by Petroleum Administration for War; and

(3) He advises the District Office having jurisdiction over the area where his principal place of business is located, in writing, the name and address of each place of business of a dealer or distributor from whom he will acquire gasoline upon a delayed settlement basis pursuant to this section and the average amount of gasoline he expects to acquire each week from such person upon this basis. Such fleet operator shall also furnish to every dealer and distributor so designated two signed copies of this letter of designation for each designated place of business.

(c) *Conditions of making the transfer.* A dealer or distributor properly designated pursuant to paragraph (b) of this section by the operator of a fleet of official or commercial motor vehicles may transfer gasoline on a delayed settlement basis from his place of business so designated to that fleet operator, and that fleet operator may acquire gasoline on such basis from such place of business, only if the gasoline is sold on monetary credit and is transferred directly into the fuel tank of a unit of that operator's fleet which bears a clearly discernible official or fleet name, identification or designation. The transfer may be made to and accepted by the agent or employee of the fleet operator. However, a dealer or distributor who knows or has reason to know that any fleet operator is in default upon any obligation to make settlement in the manner provided in paragraph (f) of this section shall not transfer gasoline to that fleet operator, pursuant to this section, while such default continues.

(d) *Procedure at time of transfer.* The fleet operator, his agent or employee accepting the transfer, shall make out in triplicate a delivery receipt (supplied by the fleet operator). He shall give the original and the duplicate copy to the supplier at the time of transfer. He shall retain the triplicate copy. The delivery receipt shall contain:

(1) The name and address of the supplier;

*Copies may be obtained from the Office of Price Administration.

[1] 7 F.R. 1364, 1675, 2134, 2132, 6048, 6897, 7100, 7436, 7942, 8948, 9899; 8 F.R. 1450, 2040, 8213, 13726, 16289; 9 F.R. 1663, 2562, 6829.

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 15937.

(2) The quantity of gasoline transferred;

(3) The date and place of delivery;

(4) The name and address of the fleet operator;

(5) The signature of the person accepting the transfer of gasoline and executing the delivery receipt; and

(6) The signature of the supplier or the person acting for the supplier.

(e) *Billing for ration evidences owed.* Within the calendar week in which he makes any transfer of gasoline pursuant to this section, each dealer and distributor shall forward to the fleet operator a statement of the total gallonage of ration evidences owed, accompanied by the original delivery receipts.

(f) *Settlement.* Within the week following the calendar week in which he acquires gasoline pursuant to this section every fleet operator shall issue to his supplier a ration check for the number of gallons owed by him to that supplier. A fleet operator who fails to receive such a statement and original delivery receipts within a reasonable time after the calendar week in which such transfer was made shall immediately notify in writing the District Office having jurisdiction over the area where his principal place of business is located, stating all relevant facts and shall forward his ration check to his supplier for the gallonage of ration credits shown to be owing by his copies of the delivery receipts issued. A supplier who fails to receive a ration check in payment of a statement within two weeks after such statement was forwarded pursuant to paragraph (e) of this section, shall notify the District Office having jurisdiction over the area where his place of business is located, stating all the relevant facts.

(g) *Records to be kept and reports to be made by fleet operators.* (1) Delivery receipts shall be furnished by fleet operators for use as provided in paragraph (d) of this section and shall be securely bound in pads and serially numbered. A set of delivery receipts for use in a single transaction shall consist of an original, plainly marked "original", a first copy, plainly marked "duplicate", and a second copy, plainly marked "triplicate", all of which shall bear the same serial number. The fleet operator shall audit all pads of delivery receipts distributed to his agents and employees at least once each month. He shall report promptly to the District Office having jurisdiction over the area where his principal place of business is located the serial numbers of all delivery receipts improperly detached from the pads, the name and address of the employee or agent who had custody of the pad during the period in which they were detached, and all other known circumstances.

(2) Every fleet operator who acquires gasoline on a delayed settlement basis shall maintain for one year a copy of all statements and original delivery receipts received pursuant to paragraph (e) of this section, together with a record of the dates and amounts of ration checks issued in settlement thereof. He shall also keep the triplicate copy of each delivery receipt issued until he receives the statement and original delivery receipt for the transaction.

(3) Every fleet operator who has designated a dealer or distributor for the purpose of making transfers of gasoline upon a delayed settlement basis in the manner provided in subparagraph (3) of paragraph (b) of this section shall promptly notify the District Director having jurisdiction over the area where his place of business is located of the termination of an arrangement made with any such dealer or distributor pursuant to this section.

(h) *Records to be kept and reports to be made by suppliers.* (1) Every dealer or distributor who transfers gasoline pursuant to this section shall maintain for one year:

(i) The duplicate copy of the delivery receipt accepted in each such transaction;

(ii) A copy of each statement forwarded to fleet operators pursuant to paragraph (e) of this section; and

(iii) A record, which may consist of a notation on the duplicate copy of the delivery receipt, of the date on which a statement was submitted pursuant to paragraph (e), and the date on which a ration check was received.

(2) Every dealer and distributor shall keep at the designated place of business one copy of each of the letters of designation received by him pursuant to the provisions of subparagraph (3) of paragraph (b) of this section during the period in which he makes deliveries of gasoline upon a delayed settlement basis and for one year after the termination of the arrangement for the transfer of gasoline by him pursuant to such letter and this section.

(3) Every dealer or distributor who has been designated in the manner provided in subparagraph (3) of paragraph (b) of this section shall promptly notify the District Director having jurisdiction over the area where his place of business is located of the termination of an arrangement made with any fleet operator for the transfer of gasoline to him pursuant to this section.

6. Section 1394.8184 is added to read as follows:

§ 1394.8184 *Acquisition of gasoline in excess of evidences on hand.* No person may acquire gasoline in exchange for coupons, a ration check or other evidences to be surrendered at a later date, unless such person has on hand, at the time of transfer, credits in a ration bank account, coupons or other evidences sufficient in gallonage value to equal the total quantities of gasoline so acquired or previously so acquired and for which coupons, ration checks or other evidences have not been surrendered.

7. Section 1394.8206a (e) is amended to read as follows:

(e) Every consumer who acquires 960 gallons of gasoline, or more, per month by bulk transfer and to whom a Board has issued one or more gasoline deposit certificates in the manner provided in § 1394.8006, and every consumer who acquires 960 gallons of gasoline or more per month and to whom a Board has issued one or more gasoline deposit certificates in the manner provided in § 1394.7755 (b) or § 1394.7805 (d), shall open at least one account, in the manner provided in General Ration Order No. 3a. Any such bulk consumer may open a separate account for each of his establishments or for any group of his establishments to which bulk deliveries of gasoline are made. Any such consumer, who receives a gasoline deposit certificate pursuant to § 1394.7755 (b) or § 1394.7805 (d), may open a separate account for each of his establishments or for any group of establishments from which payment for gasoline is made. However, no additional account may be opened for an establishment for which a distributor's account is maintained.

8. Section 1394.8206b (f) is added to read as follows:

(f) Every operator of a fleet of official or commercial motor vehicles who is not a distributor and to whom a Board has issued one or more gasoline deposit certificates in the manner provided in § 1394.7755 (b) or § 1394.7805 (d) shall, immediately after receiving his ration from the Board, deposit all such gasoline deposit certificates in his account. Such a fleet operator shall not deposit coupons issued to him by the Board as a ration.

9. Section 1394.8206c (a) is amended by substituting a comma for the final period and by adding the following phrase: "*Provided, however*, That a ration check may be issued in exchange for a transfer of gasoline made directly into the fuel tank of a motor vehicle only as provided in § 1394.8153a."

10. Section 1394.8217 (a) (1) is amended by inserting after the reference "§ 1394.8153 (c) (1) (i), (ii) and (iii)", a comma and the phrase "transfers made upon a delayed settlement basis in the manner provided in § 1394.8153a for which ration check is not yet due or, if ration check is past due, have been reported in the manner provided in § 1394.8153a (f),".

11. Section 1394.8218 (d) (1) is amended to read as follows:

(1) Any shortage of gasoline deposit certificates, ration credits, coupons or other evidences for which the distributor may be able to account by reason of:

(i) Theft;

(ii) Unavoidable loss;

(iii) Absentee transfers of gasoline pursuant to § 1394.8209;

(iv) Transfers made under the conditions enumerated in § 1394.8153 (c) (1) (i), (ii) and (iii);

(v) Coupons or other evidences which have been surrendered by him for transfers of gasoline made to him by consumers, dealers or intermediate distributors;

(vi) Transfers made upon a delayed settlement basis in the manner provided in § 1394.8153a for which ration check is not yet due or, if ration check is past due, have been reported in the manner provided in § 1394.8153a (f); or

(vii) Other extraordinary circumstances.

12. Section 1394.8225 is amended to read as follows:

§ 1394.8225 *What constitutes storage capacity.* (a) The storage capacity of any dealer, intermediate distributor or an applicant for registration as a dealer or intermediate distributor is the maximum quantity of gasoline which he may acquire and have on hand at any one time. When the maximum allowable inventory of any dealer, or intermediate distributor has been fixed by the District Director or a designee of the District Director in the manner provided in paragraph (b) of this section, the amount so fixed shall constitute his storage capacity. In the event no maximum allowable inventory has been fixed for a dealer, or intermediate distributor or an applicant, the storage capacity of such person shall be:

(1) The number of gallons of gasoline which may be contained in his immobile storage tanks (excluding the capacity of his tank trucks, tank wagons, drums or other movable containers); or,

(2) If such person has no immobile storage facilities, then the number of gallons of gasoline which may be contained in all his delivery facilities.

(b) A dealer or an intermediate distributor properly designated pursuant to § 1394.8153a (b) to transfer gasoline to fleet operators on a delayed settlement basis and who, for that purpose, needs an allowable inventory in excess of that provided in subparagraphs (1) and (2) of paragraph (a) of this section, may apply for an increased maximum allowable inventory. Such an application shall be filed with the Board having jurisdiction over the area where applicant's place of business is situated, shall be in writing and shall state:

(1) His present registered storage capacity;

(2) The amount of gasoline, gasoline deposit certificates and ration evidences on hand;

(3) The average amount of gasoline he transfers each week;

(4) The average amount of gasoline he expects to transfer each week on a delayed settlement basis, and

(5) The amount of the increase in allowable inventory he estimates to be necessary for the purpose.

The applicant shall submit with his application one copy of each of the designations received by him pursuant to § 1394.8153a (b) and Part A of his certificate of registration. The Board shall forward the application, together with copies of the designations submitted, and Part A and Part B of the applicant's registration certificate to the District Director of that District or his designee.

If the District Director or any person designated by him to consider such application determines that the applicant needs additional allowable inventory to make such transfers upon a delayed settlement basis, he shall increase the applicant's storage capacity in such manner as will provide the additional allowable inventory which he determines to be necessary for this purpose. However, the amount of such increase shall not exceed three times the average number of gallons of gasoline the applicant expects to transfer on a delayed settlement basis each week. The District Director or his designee shall deduct from the storage capacity so determined, the gallonage value of any shortage of gasoline or ration evidences which the applicant is unable to explain in the manner provided in § 1394.8217 (a) (1) and (3).

The District Director or his designee shall notify the applicant and the Board of the action taken upon the application and, if the application is granted, the applicant shall reregister as for a change of storage capacity.

In the event a District Director or any person designated by him for that purpose determines that a dealer or intermediate distributor no longer needs all or any part of the additional allowable inventory granted to him, such District Director or his designee may decrease the storage capacity of such dealer or intermediate distributor by the amount of the additional allowable inventory granted and no longer needed. The District Director or his designee shall notify such dealer or intermediate distributor and the Board of the action taken and such dealer or intermediate distributor shall reregister as for a change of storage capacity.

This amendment shall become effective July 14, 1944.

NOTE: The reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(Pub. Law 671, 76th Cong.; as amended by Pub. Laws 89, 421, 507, 77th Cong.; WPB Dir. No. 1, Supp. Dir. No. 1Q, 7 F.R. 562, 9121; E.O. 9125, 7 F.R. 2719)

Issued this 10th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-10122; Filed, July 10, 1944; 11:53 a. m.]

PART 1394—RATIONING OF FUEL AND FUEL PRODUCTS

[RO 5C[1], Amdt. 135]

MILEAGE RATIONING: GASOLINE REGULATIONS

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Ration Order 5C is amended in the following respect:

1. In § 1394.7551 (a) (10) the final sentence is amended to read as follows:

The term shall include coupons, checks, acknowledgments of delivery, gasoline purchase permits, inventory coupons, export certificates on Form OPA R-560, and gasoline deposit certificates when issued to a dealer in lieu of inventory coupons.

2. In § 1394.7551 (a) (54) the following sentence is added at the end thereof:

Gasoline deposit certificates are also valid as a ration evidence which may be surrendered by dealers in exchange for a transfer of gasoline when such certificates are issued by a Board in lieu of inventory coupons.

3. Section 1394.8019 is added to read as follows:

§ 1394.8019 *Issuance of gasoline deposit certificates in lieu of inventory coupons.* (a) Notwithstanding any other provisions of Ration Order No. 5C, on and after July 15, 1944, whenever a Board is authorized to issue to a dealer inventory coupons, it shall issue to the dealer in lieu thereof one or more gasoline deposit certificates. The person issuing such a gasoline deposit certificate to a dealer shall strike out with ink and initial the following language on such certificates (Form OPA R-568: "This certificate is valid only for deposit in the ration bank account of the person to whom issued." He shall note upon Part B of the registration certificate of the dealer, the serial number and gallonage value of any gasoline deposit certificate issued and the date of issuance.

(b) A gasoline deposit certificate issued to a dealer pursuant to paragraph (a) of this section shall only be surrendered by a dealer to a distributor in exchange for a transfer of gasoline. Any gasoline deposit certificate may be returned by the dealer at any time to the issuing Board, or for good cause shown to any Board, and surrendered to such Board in exchange for any number of such certificates whose total gallonage value equals the gallonage value of the certificate surrendered.

4. Section 1394.8206b (a) (17) is added to read as follows:

(17) After July 24, 1944, any inventory coupon.

5. Section 1394.8206b (c) is amended by substituting for the first sentence the following two sentences:

A distributor shall deposit any gasoline deposit certificates issued to him or received by him from a dealer in exchange for a transfer of gasoline, and he may, at any time, deposit all or any part of the coupons or other evidences received by him from a Board as a ration whether or not he has used the gasoline for which the coupons or other evidences were issued. Before depositing any gasoline deposit certificate, the distributor shall endorse thereon his name and address.

6. Section 1394.8207 (a) (1) is amended by substituting for the section number "1394.8206" the section number "1394.-8228", and by deleting the period at the end of the paragraph and adding thereto the following: "and that transfers of gasoline may be made only in exchange for gasoline deposit certificates surrendered to a distributor by a dealer which bear, as an endorsement, the name and address of the dealer and the date on which such transfer is made."

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 15937.

7. Section 1394.8207 (h) is added to read as follows:

(h) On and after July 15, 1944, no distributor shall transfer or offer to transfer gasoline to any dealer and no dealer shall accept a transfer of gasoline from any distributor in exchange for inventory coupons.

8. Section 1394.8215 (k) is added to read as follows:

(k) (1) On and after July 15, 1944, no gasoline may be transferred to or accepted by a dealer in exchange for inventory coupons. Immediately upon the close of business on July 14, 1944, each dealer who has in his possession or control inventory coupons which were issued to him by a Board shall attach such coupons to gummed sheets (Form OPA R–120) to which no other coupons are attached. He shall summarize such coupons on a summary form (Form OPA R–541) on which no other coupons are listed. On or before July 24, 1944, each dealer shall surrender such coupons and summary to the Board having jurisdiction over the area in which his place of business is located. The Board shall issue to the dealer in exchange for such coupons one or more gasoline deposit certificates having a gallonage value equal to the gallonage value of the inventory coupons so surrendered. However, the Board shall not issue deposit certificates having a gallonage value in excess of the total gallonage value of the inventory coupons validly issued to such dealer before July 15, 1944. The Board shall, at the time it issues any gasoline deposit certificates to a dealer, strike out with ink and initial the following language on such certificates: "This certificate is valid only for deposit in the Ration bank account of the person to whom it is issued."

(2) On or before July 24, 1944, each distributor who has in his possession or control any inventory coupons which he received in exchange for gasoline transferred to a dealer before July 15, 1944, shall deposit such inventory coupons in a ration bank account maintained by him. No inventory coupons shall be valid for any purpose after July 24, 1944.

9. Section 1394.8228 (a) is amended by inserting as an introductory phrase in the first sentence: "Except as provided in § 1394.8215 (k).".

10. Section 1394.8228 (c) is added to read as follows:

(c) Every dealer shall retain all gasoline deposit certificates issued to him in lieu of inventory coupons at the place of business for which they were issued, and shall not exchange such certificates except when the amount of consumer coupons or other evidences available is not equal to the amount of the delivery.

This amendment shall become effective July 15, 1944.

(Pub. Law 671, 76th Cong.; as amended by Pub. Laws 89, 421, 507, 77th Cong.; WPB Dir. No. 1, Supp. Dir. No. 1Q, 7 F.R. 562, 9121; E.O. 9125, 7 F.R. 2719)

Issued this 10th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–10123; Filed, July 10, 1944; 11:53 a. m.]

PART 1394—RATIONING OF FUEL AND FUEL PRODUCTS

[Rev. RO 11,[1] Amdt. 15]

FUEL OIL

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Revised Ration Order 11 is amended in the following respects:

1. Section 1394.5407 (a) and (c) is amended by substituting for the figures "1943–1944" wherever they appear, the word "specified".

2. Section 1394.5407 (d) is amended to read as follows:

(d) After determining the allowable ration, the Board shall issue coupons or a fuel oil deposit certificate in the manner provided in § 1394.5325 or § 1394.5367, whichever is applicable.

3. Thermal Subzone 20 in Table I in § 1394.5851 (a) is amended by substituting for the phrase, "Nassau, Putnam, St. Johns, Sumter," the phrase "Orange, Nassau, Putnam, St. Johns, Seminole, Sumter,"

4. Thermal Subzone 21 in Table I in § 1394.5851 (a) is amended by deleting the word "Orange," and the phrase "and Seminole", and by inserting the word "and" before the word "Sarasota".

5. Subzone 20 in Table IC in § 1394.-5851 (d) is amended by substituting for the phrase, "Nassau, Putnam, St. Johns, Sumter," the phrase "Orange, Nassau, Putnam, St. Johns, Seminole, Sumter".

6. Subzone 21 in Table IC in § 1394.-5851 (d) is amended by deleting the words "Orange" and "Seminole".

This amendment shall become effective on July 14, 1944.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong., Pub. Law 421, 77th Cong.; WPB Dir. 1, 7 F.R. 562, Supp. Dir. 1–O, as amended, 8 F.R. 14199; E.O. 9125, 7 F.R. 2719)

Issued this 10th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–10121; Filed, July 10, 1944; 11:52 a. m.]

PART 1420—BREWERY, DISTILLERY AND WINERY PRODUCTS

[MPR 445,[2] Amdt. 16]

DISTILLED SPIRITS AND WINES

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

Maximum Price Regulation No. 445 is amended in the following respects:

1. Section 1.2 (b) (6) is amended to read as follows:

(6) Material information contained on their labels in accordance with the United States labeling laws or regulations applicable to each. Age, proof, alcohol content, type designation, vintage, ingredients and formulae, as stated on the labels, shall be deemed material information. However, items of imported blended Scotch whisky which contained age statements on their labels, for which maximum prices were established under this regulation prior to July 15, 1944 shall not be considered different items from those which do not contain age statements if their brand names, countries of origin, names of their processors, container sizes, formulae and the material information (except the age) stated on the labels is the same.

2. Section 1.2 (d) (3) is hereby revoked.

3. The first paragraph of the note immediately following section 1.5 (a) (2) (ii) is amended to read as follows:

Note: One item shall be considered of the same type designation as another only if both items are within the same classification and subclassification of identity under applicable United States labeling laws and regulations, and only if the following matters as stated on the label thereof are identical: Proof, age (except as provided in section 1.2 (b) (6)), vintage, alcohol content, country of origin, and container size.

4. Section 2.2 (b) (3) is hereby revoked.

5. Section 3.3 (d) (3) is hereby revoked.

6. Appendix E is amended by adding thereto paragraph (a) (6) to read as follows:

(6) Any processor of domestic whiskey who has established a March 1942 maximum price or a converted March 1942 maximum price for his sales of items under a particular brand name and who permits any other processor to use that brand name for items of domestic whiskey, except pursuant to license contract in effect during March 1942 or any renewal thereof, shall as of the date the first such item is sold or offered for sale by such other processor, be required to establish a prescribed uniform maximum price under this Appendix for his own sales of domestic whiskey under that brand name.

7. Section 4.2 (c) (3) is hereby revoked.

8. Section 4.2 (j) is added to read as follows:

(j) Any processor of California grape wine who has established a March 1942 maximum price or an adjusted or converted March 1942 maximum price for his sales of items under a particular brand name and who permits any other processor to use that brand name for items of California grape wine, except pursuant to license contract in effect during March 1942 or any renewal thereof, shall as of the date the first such item is sold or offered for sale by such other processor, be required to establish an alternate maximum price under section 4.5 (1) (i) (*a*) or (*b*) (as may be appropriate) for his own sales of California grape wine under that brand name.

9. Section 4.7 (a) is amended to read as follows:

(a) He shall select as the base container size for purposes of conversion the largest of the following container sizes in which he sold or offered the brand for sale during March 1942 to a customer of the particular class. If the largest size was a one-gallon or one-half gallon size, he shall use the larger of those sizes when making a conversion to a gallon or half-gallon size, but for any other conversion he may use the largest size less than the gallon or half-gallon size. If the processor has been authorized pursuant to section 4.9 to establish a special maximum price for the brand to customers of the particular class, he shall select as the base container size for purposes of conversion, the largest of the following container sizes for which such special maximum price has been authorized to customers of that class.

10. Section 4.7 (c) is added to read as follows:

(c) *For a change from any container size shown herein to a container size not shown herein varying in content by not more than 2.6 ounces.* A processor who has established a maximum price for a brand in a container size shown in this section and who desires to convert his maximum price for the same in a new container size not shown herein shall do so as follows:

(1) He shall select the container size listed in this paragraph which is not more than 2.6 ounces larger or not more than 2.6 ounces smaller in size than the new container size which he desires to price, and deduct the amount of any state or local excise taxes and the amount of any California state marketing order assessment from his maximum price for the container size selected.

(2) He shall deduct the following amount according to the container size selected:

Container size:	*Deduct per case*
32 oz.—(quarts)	$1.50
25.6 oz.—(fifths)	1.50
16 oz.—(pints)	2.10
12.8 oz.—(tenths)	2.10
8 oz.—(half-pints)	2.85

(3) He shall then reduce or increase the resulting amount by the proportion (stated as a fraction) which the container size selected bears to the new container size.

(4) He shall then add to the result so obtained the amount deducted under (2).

(5) The resulting figure at (4) is the processor's corresponding maximum price for the new container size per case to a customer of the same class.

11. Section 4.7 (d) is added to read as follows:

(d) All maximum prices computed under subparagraph (c) immediately above are prices exclusive of any state or local excise taxes and the California marketing order assessment. Such state and local excise taxes and assessment (if applicable) may be added to a corresponding maximum price as provided in sections 4.2 (g) and (h).

12. Section 5.2 (b) (3) is amended to read as follows:

(3) The names of their processors, except with respect to items of domestic distilled spirits, or

13. Section 5.2 (b) (5) is amended to read as follows:

(5) Requirements of United States labeling laws or regulations applicable to each with respect to material information contained in their labels. Age, proof, alcohol content, type designation, vintage, ingredients and formulae, as stated on the labels, shall be deemed material information. However, items of imported blended Scotch whisky which contained age statements on their labels, for which maximum prices were established under this regulation prior to _____ shall not be considered different items from those which do not contain age statements if their brand names, countries of origin, names of their processors, container sizes, formulae and the material information (except the age) stated on the labels is the same. "Bottled in bond" domestic whiskey shall be deemed to be four years of age where no age statement appears on the labels.

14. Section 5.2 (d) (3) is hereby revoked.

15. Section 5.3 (b) (1) (i) is amended to read as follows:

(i) Excepting any discount for prompt payment (cash discount) or interest on an advance payment; but

16. Section 5.4 (b) (4) to but not including subdivision (i) is amended to read as follows:

(4) *For sales to another wholesaler.* A wholesaler's maximum price per case to another wholesaler shall be his maximum price per case provided in (1) above for sales of the particular container size to retailers, subject to any discount, allowance or price differential agreed upon: *Provided*, That the selling wholesaler may not charge or receive any amount in excess of his own net cost unless he shall, at or before delivery of the item, give the buyer a notice in writing stating the seller's maximum price per case for the item to retailers and to consumers. A statement on the invoice substantially as follows shall be deemed compliance with this requirement:

Our ceiling prices per case to retailers for the above items are:

Item:	*Maximum price*
_____	_____
_____	_____
_____	_____

Our ceiling prices per case to consumers for the above items are:

Item:	*Maximum price*
_____	_____
_____	_____
_____	_____

A wholesaler's maximum price per case to any class of customers for an item purchased by him from another wholesaler shall not exceed the higher of

17. Section 5.6 (b) (8) is added to read as follows:

(8) A monopoly state who is the owner of bulk domestic whiskey or bulk California grape wine and who bottles or causes the same to be bottled under any brand name shall in computing its maximum price use as the supplier's price the appropriate processor's prescribed uniform maximum price to wholesalers and monopoly states determined under Appendix E if the item to be priced is domestic whiskey or the alternate maximum price under section 4.5 (c) (1) (i) (*a*) and (*b*) (as may be appropriate) if the item to be priced is California grape wine.

18. Section 7.8b is added to read as set forth below and a headnote for section 7.8b is added in numerical order to the list of sections in sections 1.10, 2.6, 3.6, 4.11, and 5.9, respectively:

SEC. 7.8b. *Interest on advance payments.* If a seller directly or indirectly requires a buyer to make any payment in advance of delivery (whether to the seller or to another person) the seller must compensate the buyer by payment of an amount equal to interest at the rate of 5% per annum on the amount of the advance payment from the date the advance payment is made to the date on which the item is delivered or the advance payment is refunded to the buyer. The interest shall be payable on the date of delivery of the item or the date on which the advance payment is refunded. The seller may not increase his maximum price by reason of the interest payment and the buyer shall not be required to reduce his supplier's price (as an element in the computation of his net cost) by the amount of the interest received on the advance payment.

19. Section 7.12 (b) (1) is amended to read as follows:

(1) "Importer" means any person who is the first consignee within the continental United States of a commodity being imported for resale, holding an importer's permit issued under the provisions of the Federal Alcohol Administration Act. However, a monopoly State shall be deemed an importer with respect to those items of which it is the first consignee within the continental United States irrespective of whether it holds an importer's permit.

20. Section 7.12 (b) (2) (ii) is amended to read as follows:

(ii) Bottles or causes to be bottled under any brand name distilled spirits or wines belonging to him, or who

This amendment shall become effective July 15, 1944.

Issued this 10th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–10124; Filed, July 10, 1944; 11:53 a. m.]

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[1] 9 F.R. 2357.
[2] 9 F.R. 4687.

PART 1424—IMPORTED AND PACKAGED FOODS

[MPR 231,[1] Amdt. 3]

RAW SPICES AND SPICE SEEDS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 1425.5 (c) is added to read as follows:

(c) Payments for import duty actually made by sellers because of a change in the applicable tariff classification or rate as assessed by the United States Treasury, after October 6, 1942 may be added to the specific maximum prices: *Provided*, That in the event of the refund of duty to the seller of any amount so added he shall refund to the purchaser from him the amount which was added on the sale price, within ninety days after its receipt and if he is unable to make refund to any purchaser he shall pay the amount to which such purchaser would be entitled to the United States Treasury. Reductions in duty payments because of such change in classification or rate must be deducted from those maximum prices.

This amendment shall become effective July 15, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 10th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-10125; Filed, July 10, 1944; 11:51 a. m.]

PART 1499—COMMODITIES AND SERVICES

[Rev. SR 1 to GMPR, Amdt. 66]

BENZOL, TOLUOL AND XYLOL

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Revised Supplementary Regulation No. 1 is amended in the following respects:

1. The following subparagraph (5) is added to section 2.5 (b):

(5) *Provided however*, That, notwithstanding anything in this section 2.5 (b) to the contrary, all sales and deliveries of benzol, toluol, and xylol derived as by-products from coal-carbonization or from the production of carbureted water-gas or oil-gas (except benzol sold by Defense Supplies Corporation) shall be subject to the provisions of the General Maximum Price Regulation.

2. The following paragraph (g) is added to section 5.2.

(g) Benzol sold by Defense Supplies Corporation.

*Copies may be obtained from the Office of Price Administration.

[1] 7 F.R. 7844, 9130.

This amendment shall become effective July 15, 1944.

Issued this 10th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-10126; Filed, July 10, 1944; 11:51 a. m.]

Chapter XIX—Defense Supplies Corporation

[Reg. 4,[1] Amdt 1]

PART 7004—FLOUR PRODUCTION PAYMENTS

RATE OF PAYMENT

Paragraph (b) of §7004.5 is amended to read as follows:

§ 7004.5 *Rate of payment.* * * *

(b) *Change in rate.* Changes in rates may be made by Defense Supplies Corporation at any time, and every person registered with Defense Supplies Corporation in accordance with § 7004.7 below will be notified of such changes.

This amendment shall become effective as of June 28, 1944.

(Sec. 5d, Reconstruction Finance Corporation Act, as amended, 52 Stat. 212, 54 Stat. 573; 15 U. S. C. 606B; Defense Supplies Corporation Charter, 6 F.R. 2972)

Issued this 28th day of June 1944.

[SEAL] GEORGE H. HILL, Jr.,
Executive Vice President.

[F. R. Doc. 44-10033; Filed, July 8, 1944; 9:38 a. m.]

TITLE 33—NAVIGATION AND NAVIGABLE WATERS

Chapter I—Coast Guard, Department of the Navy

PART 6—REGULATIONS FOR SECURITY OF PORTS AND THE CONTROL OF VESSELS IN THE NAVIGABLE WATERS OF THE UNITED STATES

MISCELLANEOUS AMENDMENTS

Pursuant to the authority contained in section 1, Title II, of the Espionage Act, approved June 15, 1917, 40 Stat. 220, as amended by the Act of November 15, 1941, 55 Stat. 763 (U.S.C. Title 50, sec. 191, 191a), and by virtue of the proclamation and Executive order issued June 27, 1940 (5 F.R. 2419), and November 1, 1941 (6 F.R. 5581) respectively, the regulations relating to the control of vessels in the navigable waters of the United States, are hereby amended as follows:

Sections 6.1–1 to 6.1–27, inclusive, are amended to read as follows:

§ 6.1–1 *Kennebec River at or near Bath, Maine.* (a) Vessels may anchor within the following specified limits only:

(1) To the northward of a line, bearing 54° and extending from a point on Passmore's wharf in prolongation with the north side of Commerce Street in Bath, Maine, to a point on the shore in Woolwich, approximately 1,200 feet north of the Maine Central Railroad wharf.

(2) To the southward of a line drawn from the derrick on the Bath Iron Works wharf to Sassanoa Point, in Woolwich.

(b) Vessels in the North anchorage must be so anchored as to leave a clear fairway of 150 feet channelward of the established harbor lines at Bath, and a clear fairway 200 feet from the east, or Woolwich shore, for the passage of steamers, tows, rafts, and other water craft.

(c) The launching of any vessel into the waters between the anchorage limits thus defined or the bringing up of such vessels by their anchor shall be permitted: *Provided*, That the vessels so launched shall be removed therefrom within 12 hours from the time of anchorage.

§ 6.1–15 *Portland, Maine*—(a) *The anchorage area*—(1) *Anchorage A.* This anchorage is the area included within lines drawn between the following points:

(i) The eastern corner of Grand Trunk Ry. Co. pier No. 3;
(ii) 1,700 yards 90° true from point (i) to Buoy No. 16;
(iii) 350 yards 330° true from point (ii);
(iv) 780 yards 25° true from point (iii);
(v) 750 yards 303° true from point (iv);
(vi) 560 yards 254° true from point (v);
(vii) 750 yards 186° true from point (vi);
Thence to point (i).

(2) *Anchorage B.* This anchorage is bounded as follows:

A line starting from Nun Buoy N 16 (this is 1,700 yards 90° from NE corner of Grank Trunk Pier No. 3) 58° true to Little Diamond Island, the southwestern shore of Little Diamond Island to the pier on the southern end of Little Diamond Island; thence 1,200 yards 143° true, thence 270° true to House Island Light; thence along the western shore of House Island, thence to Fort Scammel Light; thence 1,620 yards 329° true to point of beginning. This anchorage is intended for general purposes, but especially for use by oil tankers, and other large deep draft ships, entering harbor at night, intending to proceed to the dock allotted at daylight the following morning, or as soon as practicable. Vessels must be so anchored in this area as to leave at all times an open usable channel at least 100 feet wide, for passage of ferry and other boats between Portland, Peak Island, and Bay Points. This area is also to be used for quarantine anchorage. Any vessel anchored in this area shall be ready to move on short notice when ordered by the Captain of the Port upon finding by him that such movement is necessary in the interest of safety or the commerce of the United States.

(3) *Anchorage C.* This anchorage is bounded on the northwest by House Island; on the north by a line drawn 90° from House Island Light to Peak Island; on the east by the western shore of Peak Island south of this anchorage's northern limit, by a line 198° true from the westernmost point on Peak Island to Cushing Island, and the shore of Cushing Island to its westernmost point; on the southwest by a line drawn from the westernmost point on Cushing Island to Fort Scammel Light.

NOTE: This anchorage is intended for use only by small vessels and for temporary anchorage.

(4) *Anchorage D.* Located southerly and westerly on a line extending 35° true from Lighthouse Channel Buoy No. 1 to White Anchorage Buoy E., thence turning at an angle and running 145° true to the mainland.

NOTE: This anchorage is for use only by small yachts and pleasure craft, and small light-draft coastwise freighters.

§ 6.1–7 *Rockland, Maine*—(a) *The anchorage area*—(1) *Anchorage A.* (General anchorages for merchant vessels over one hundred (100) feet) begins at a point "a" bearing 158° true, 1,075 yards from Rockland Breakwater Light; thence bearing 255° true a distance of 2,000 yards from point "a" to point "b" which bears 225° true from Rockland Breakwater Light; thence bearing 345° true a distance of 700 yards from point "b" to point "c" which bears 244° true from Rockland Breakwater Light; thence bearing 75° true a distance of 1,200 yards to a point "d" which bears 222° from Rockland Breakwater Light; thence bearing 120° true a distance of 1,000 yards to the point of beginning at "a" which bears 158° true from Rockland Breakwater Light.

(2) *Anchorage B.* (General anchorage for merchant vessels over one hundred (100) feet) begins at a point "a" bearing 273° true 400 yards from Rockland Breakwater Light; thence bearing 273° true a distance of 700 yards from point "a" to point "b" which bears 273° from Rockland Breakwater Light; thence bearing 349° true a distance of 850 yards from point "b" to a point "c" which bears 305° from Rockland Breakwater Light; thence bearing 89° true a distance of 700 yards from point "c" to a point "d" which bears 328° from Rockland Breakwater Light; thence bearing 169° a distance of 900 yards from point "d" to point of beginning "a" which bears 273° true from Rockland Breakwater Light.

(3) *Anchorage C.* (For small commercial and pleasure craft) begins at a point "a" bearing 244° a distance of 1715 yards from Rockland Breakwater Light; thence bearing 260° a distance of 490 yards from point "a" to a point "b" which bears 248° from Rockland Breakwater Light; thence bearing 350° true a distance of 580 yards from point "b" to a point "c" which bears 263° true from Rockland Breakwater Light; thence bearing 83° true a distance of 480 yards from point "c" to a point "d" which bears 263° from Rockland Breakwater Light; thence bearing 169° a distance of 550 yards from point "d" to point of beginning "a" which bears 244° from Rockland Breakwater Light.

(b) *The regulations.* (1) All vessels entering or leaving Rockland Harbor shall pass by the boarding boat off end of the breakwater and identify themselves. A distance of approximately five hundred (500) yards shall be left between anchorages "A" and "B" for vessels entering or departing the Port of Rockland. Any vessel not anchoring in these areas shall be ready to move on short notice when ordered to do so by the Captain of the Port upon finding by him that such movement is necessary to the commerce of the United States.

(2) All other vessels within the Rockland Harbor area are prohibited from anchoring within three hundred (300) yards or operating within one hundred (100) feet of any Navy Yard, Shipbuilding Plant, Power Plant, Oil Terminal, Marine Terminal, Munitions Plant, Military or Naval Arsenal or Depot, Warehouse, or Freight Pier without permission from the Captain of the Port, Rockland, Maine, or his authorized representative.

§ 6.1–10 *Anchorage for vessels without lights.* The following areas are designated as special anchorage areas wherein vessels not more than sixty-five feet in length, when at anchor, shall not be required to carry or exhibit anchor lights.

(a) *Beal's Cove, Harpswell Harbor, and Basin Cove, at Harpswell, Maine*—(1) *Beal's Cove anchorage, at Harpswell, Maine.* The entire cove as defined by the shore line and a line across the entrance bearing 215° true and tangent to the shore on the north side.

(2) *Harpswell Harbor anchorage, at Harpswell, Maine.* The entire area lying westerly of a line having a bearing of 8° true from the eastern extremity of Stover's Point to the point of land at the northerly end of the harbor, said point of land bearing approximately 275° true from the observatory on Orr Island.

(3) *Basin Cove anchorage, at Harpswell, Maine.* All of the area lying northeasterly of a line having a bearing of 350° true from the northwest corner of the entrance to the cove.

(b) *Portsmouth Harbor, New Hampshire.* Southeasterly of a line bearing 74°30' true from the northeasterly extremity of Goat Island: southerly of a line bearing 89°30' true and passing through a point 100 feet due north of the northern extremity of Salamander Point; southwesterly of a line bearing 300° true from Portsmouth Harbor Light; northwesterly of a line bearing 215°30' true from the southwest corner of Frisbee Wharf; and northerly of the shore line.

(c) *Newburyport Harbor, Massachusetts; special anchorage.* Eastward of a line from the northeast corner of the American Yacht Club property bearing due north to a point about 900 feet, 237° from South Pier; southward of a line bearing 70° to a point 310 feet, 212° from South Pier; southward of a line bearing 70° to a point 310 feet 212° from South Pier, said line extending easterly to a point about 600 feet due south of North Pier; westward of a line bearing due south from North Pier to the shoreline, said line extending easterly to a point about 600 feet due south of North Pier; westward of a line bearing due south from North Pier to the shoreline.

(d) *Beverly Harbor, Massachusetts; special anchorage area.* West of a line bearing 315° from a point 60 yards, 0°, off the northerly corner of the Salem Willows Municipal Pier, and passing through a point on a line bearing 90° from Monument Bar Beacon; south of the line bearing 90° from Monument Bar Beacon; east of a line bearing 180° from Monument Bar Beacon and passing through a point on a line bearing 278° from the northerly end of the Salem Willows Yacht Club House; north of the line bearing 278° from the northerly end of the Salem Willows Yacht Club House; and west of a line running from the northerly end of the Salem Willows Yacht Club house to the starting point 60 yards, 0°, from the northerly corner of the Salem Willows Municipal Pier. (See 33 CFR 202.8)

(e) *Plymouth Harbor, Massachusetts.* Southeasterly of a line having a bearing of 39° true from Splitting Knife front range light; southwesterly of a line having a bearing 123° true from a point on the southeast face of the State Pier, 40 feet from the northeast corner (intersection of the northeast and southeast faces produced) of said pier; westerly of a line having a bearing of 356° true from the northeast corner of the Pilgrim Yacht Club wharf; and northeasterly of the shore line.

(f) *Beverly Creek, Massachusetts.* All of the area upstream of the highway bridge (Popes Bridge) outside of the dredged channel.

(g) *Onset Bay, Massachusetts.* Northerly of a line joining the northernmost point of Onset Island and the easternmost point of Wickets Island; easterly of a line joining the easternmost point of Wickets Island and the southwest extremity of Point Independence; southerly of the shore line; and westerly of the shore line and a line bearing due north from the northernmost point of Onset Island.

(h) *Lynn Harbor, Massachusetts.* North of a line bearing 244° true from the tower of the Metropolitan District Building, extending from the shore to a point 100 feet from the east limit of the channel; east of a line bearing 358° true, extending thence to a point 100 feet east of the northeast corner of the turning basin; south of a line bearing 88° true, extending thence to the shore; and south and west to the shore line to its intersection with the south boundary.

(i) *Salem Harbor, Massachusetts.* That part of the harbor lying southwesterly of a line starting from the eastern extremity of Long Point and bearing 116° true to a point bearing 20° true from the beacon southeast of Pickering Point; thence bearing 160° true to a point bearing 47° true from the aforesaid beacon; thence bearing 99° to the shore; provided that boats shall anchor so as not to obstruct the dredged channel and basin to the Dion Boat Yard.

(j) *Parker River, Massachusetts.* That portion of the river extending about 3,800 feet downstream from the highway bridge on Route IA; provided that boats shall anchor in such a manner as to leave a clear approach to the bridge at

[1] 9 F.R. 1822.

least 100 feet wide following generally the deepest water.

(k) *Weymouth Back River, at North Weymouth, Massachusetts.* The cover on the north side of the river lying northerly of a line bearing 264°30' true from the southwesterly corner of the American Agricultural Chemical Company's wharf (Bradley's Wharf), to the shore of Eastern Neck, about 2,200 feet distant; provided that boats using this area are so anchored that they will not swing channelward of said line.

(l) *Weymouth Fore River, at North Weymouth, Massachusetts.* Southwesterly of a line bearing 117° true from channel light "4"; southeasterly of a line 150 feet from and parallel to the meandering easterly line bearing 188° true from the eastern extremity of Rock Island Head; and northwesterly of the shore line.

(m) *Weymouth Fore River - Boston Harbor, Massachusetts.* Southwesterly of a line having a bearing of 119° true from the outer end of the wharf at Nut Island; northwesterly of a line having a bearing of 199° 30' true from Pig Rock Light to the eastern end of Raccoon Island; northerly at Raccoon Island and a line from its western extremity having a bearing of 245° true from Beacon 2A; and easterly of the shore of Hough's Neck.

(n) *Quincy Bay, Boston, Massachusetts.* South of a line starting from a point bearing 246° true, 3,510 yards, from stack of pumping station on Nut Island, and extending thence 306° true to the shore; west of a line bearing 190° true, extending from the aforesaid point to the shore; north of the shore line to its intersection with the eastern boundary; and east of the shore line to its intersection with the northern boundary.

(o) *Dorchester Bay, Boston Harbor, Massachusetts.* Eastward of a line bearing 21° true from the stack located a short distance northwestward of the Dorchester Yacht Club; southward of a line bearing 294° true from the southerly channel pier of highway bridge; westward of the highway bridge and the shoreline; and northward of the shore line to its intersection with a line bearing 21° true from the aforesaid stack.

(p) *Mystic River, Boston Harbor, Massachusetts*—(1) *Anchorage A.* West side of Chelsea Bridge north. Northerly of the fender pier of Chelsea Bridge north and a line joining the westerly end of the shoreward face of fender pier with the southeasterly corner of the wharf projecting from the Naval Hospital grounds; easterly of the aforesaid wharf; southerly of the shore of the Naval Hospital grounds; and westerly of Chelsea Bridge North.

(2) *Anchorage B: East side of Chelsea Bridge North.* Northerly of the northerly fender pier of Chelsea Bridge north; easterly of Chelsea Bridge north; southerly of the shore line; and westerly of a line having a bearing of 7° true from the easterly end of the aforesaid fender pier.

(q) *Savin Hill Yacht Club, Massachusetts.* Northerly of a line having a bearing of 64° true from the stack of the old power plant of the Boston Elevated Railway on Freeport Street in Dorchester; easterly of a line having a bearing of 163° true from the stack of the Boston Main Drainage Pumping Station on the Cow Pasture in Dorchester; southerly of the shore line; and easterly of the shore line.

(r) *Wollaston and Squantum Yacht Clubs, Massachusetts.* Northwesterly of a line having a bearing of 36°30' true from a point on the shore 2,600 feet easterly of the east side of the Wollaston Yacht Club landing; southwesterly of a line having a bearing of 129°15' true from the water tank in Squantum; southeasterly of the shore line; and northeasterly of the shore line.

(s) *Boston Harbor, at Winthrop, Massachusetts.* Southerly of a line having a bearing of 276° true from a point on the west side of Pleasant Street, Winthrop, Mass., 360 feet from the southwest corner of its intersection with Main Street; westerly of a line having a bearing of 186° true from a point on the south side of Main Street 140 feet from the southwest corner of its intersection with Pleasant Street; northerly of a line having a bearing of 256° true from a point on the west side of Pleasant Street 550 feet from the southwest corner of its intersection with Main Street; and easterly of a line having a bearing of 182° true from a point on the south side of Main Street 640 feet from the southwest corner of its intersection with Pleasant Street.

(t) *Boston Harbor, at South Boston, Massachusetts.* Northerly of a line having a bearing of 96° true from the stack of heating plant of the Boston Housing Authority in South Boston; easterly of a line having a bearing of 5° true from the west shaft of tunnel of the Boston Maine Drainage Pumping Station; southerly of the shore line; and westerly of a line having a bearing of 158° true from the Northeast corner of the iron fence marking the east boundary of the South Boston Yacht Club property.

(u) *Silver Beach Harbor, North Falmouth, Massachusetts.* All the waters of Silver Beach Harbor northward of the inner end of the entrance channel.

§ 6.1–15 *Boston, Massachusetts*—(a) *Bird Island Anchorage.* This anchorage shall include the area between the following points:

(1) 1400 yards 93° true from the aerial beacon on top of the Boston Custom House tower;

(2) 1600 yards 81° true from the aerial beacon on top of the Boston Custom House tower;

(3) 3100 yards 102° true from the aerial beacon on top of the Boston Custom House tower (beacon A);

(4) 3050 yards 109° true from the aerial beacon on top of the Boston Custom House tower (Flashing Red Buoy No. 10).

(b) *President Roads Anchorage.* This anchorage is the area bounded by the following points:

(1) 350 yards 261° true from Deer Island Light;

(2) 2900 yards 261° true from Deer Island Light;

(3) 2600 yards 272° true from Deer Island Light;

(4) 650 yards 319° true from Deer Island Light;

The Captain of the Port may authorize the use of this anchorage as an explosive anchorage when he finds that the interests of commerce will be promoted thereby and the interests of safety and the national war effort will not be prejudiced thereby. Vesels anchoring in this anchorage shall move promptly upon notification by the Captain of the Port.

(c) *Long Island Anchorage.* This anchorage, located east of Long Island, is the area bounded by the following lines: A line drawn 270° true from the southwesternmost point of Gallups Island to Long Island; thence the eastern shore line of Long Island to Bass Point; thence from Bass Point to the northernmost point of Rainsford Island; thence to Buoy "Gong" 6; thence to the starting point on Gallups Island. Vessels shall anchor in position designated by the Captain of the Port.

(d) *Castle Island Anchorage.* This anchorage is the area bounded as follows:

(1) On the north by Castle Island and adjacent land;

(2) On the east by a line drawn between Castle Rocks Fog Signal and Old Harbor Shoal Buoy "N2";

(3) On the southeast by a line drawn between Old Harbor Shoal Buoy "N2" and Old Harbor Buoy "N4";

(4) On the west by a line drawn 0° true between Buoy "N4" and Shoreline City Point. (Cupola Destroyed)

(e) *Explosive Anchorage.* The explosive anchor for Boston is in the lower harbor, and shall be the area bounded as follows:

(1) On the northeast by a line between the northeast end of Peddocks Island and the northeast end of Rainsford Island;

(2) On the northwest by Rainsford Island;

(3) On the southwest by a line between the western extremity of Rainsford Island and the westernmost point of Peddocks Island;

(4) On the southeast by Peddocks Island.

NOTE: Floats or buoys for marking anchors or moorings in place will be allowed in all areas. Fixed mooring piles or stakes are prohibited.

§ 6.1–20 *New Bedford Outer Harbor, Buzzards Bay, Vineyard and Nantucket Sounds, Massachusetts*—(a) *Anchorage area: Sconticut Neck.* Within this area west of Sconticut Neck to the eastward of a line extending 154° true from a point 100 yards southwest of Fort Pheenix Point which passes 100 yards east of the channel buoys N4, N6, and N8, to a point approximately 225 yards 130° true from N4. Thence north of a line extending eastward 87° true 340 yards to a point and east of a line extending one mile 156° true from this point to the intersection point of a line extending 87° true from the cupola on Clarks Point and thence north of this line projected to Sconticut Neck.

(b) *Anchorage B: Butler Flats.* To the southeastward of a line bearing 222° and ranging from the southwest corner of Fort Phoenix to the New Bedford shore; to the westward of a line from Butler Flats Light bearing 334° and ranging toward Palmer Island Light; and to the northward of a line bearing 267° and ranging from Butler Flats Light to the shore, in Buzzards Bay, near the entrance to the approach channel to Cape Cod Canal.

(c) *Anchorage C: Bird Island.* Within the area west of a line parallel with and 850 feet westerly from center line of proposed Clevelands Ledge Channel; north of a line bearing 129° from Bird Island Light; east of a line bearing 25½° and passing through Bird Island Reef Buoy No. 13; and south of a line bearing 270° from Wings Neck Light.

NOTE: Bird Island Light has been discontinued.

(d) *Anchorage D: Wings Neck.* Beginning at a point bearing 185° and 1,200 yards distant from Flashing Red Light No. 4 on the Steel Pile Dolphin, located on the south side of Hog Island Channel at station 630.0, the area south of a line bearing 129° from said point and passing through a point in a line bearing 209° from Wings Neck Light, and distant approximately 733 yards therefrom; west of a line bearing 209° from Wings Neck Light to Southwest Ledge, North Part, Buoy No. 10 and west of a line bearing 199° from said Buoy No. 10; north of a line bearing 129° from Bird Island Light to a point 50 feet easterly, right angle distance, from center line of proposed Clevelands Ledge Channel; east of a line parallel to and 850 feet easterly from said center line of proposed Clevelands Ledge Channel and east of a line bearing 38½° to the point of beginning.

NOTE: Bird Island Light has been discontinued.

(e) *Anchorage E: Marthas Vineyard.* South of a line from a point abreast and about 3¼ miles 180° from Cuttyhunk Light bearing 65° and ranging through a point five-eighths mile 180° from Nashawana Gas Buoy, and of a line bearing 57½° and passing 600 yards northerly of Middle Ground Bell Buoy No. 25A to a point 145° 1¼ miles from Nobska Point Light; southwest of a line bearing 113° and ranging through West Chop Buoy No. 25 to East Chop Flats Buoy No. 23; and west of a line bearing 163° between the last-named buoy and Lone Rock Buoy No. 1.

(f) *Anchorage F: Elizabeth Islands.* Southeast of the Elizabeth Islands, north of a line bearing 97½° and ranging from Cuttyhunk Light toward Nashawana Gas Buoy to a point three-eighth mile from the buoy; northwest of a line bearing 57½°, from the last-named buoy to opposite the entrance to Woods Hole; and southwest of a line from the shore of Nonamesset Island bearing 114° and ranging through West Chop Light and East Chop Light.

(g) *Anchorage G: Nantucket Sound-South shore.* South of a line bearing 113° and running from Lone Rock Buoy No. 1 to Outer Flats Bell Buoy No. 17, and of a line thence bearing 86° to Cross Rip Light Vessel; southwest of a line bearing 118½° from Cross Rip Light Vessel to Tuckernuck Shoal Bell Buoy No. 7; and west of a line bearing 194° and ranging from the last-named buoy toward Brant Point Light, to the breakwater at Brant Point.

(h) *Anchorage H: Squash Meadow.* Within the area at Squash Meadow Shoal east of a line bearing 163° and ranging through Squash Meadow West End Buoy No. 21; north of the lines parallel to and one-half mile northerly from the lines joining Lone Rock Buoy No. 1, Outer Flats Bell Buoy No. 17, and the Cross Rip Light Vessel; and south of a line bearing 97° and ranging from East Chop Light toward Cross Rip Light Vessel.

(i) *Anchorage I: Nantucket Sound—North Shore.* Northerly of a line bearing 109° from Nobska Point Light toward Hedge Fence Light Trumpet, and of a line bearing 97½°; and ranging through Hedge Fence East End Buoy to Half Moon Shoal Gas Buoy No. 12, and of a line bearing 73° from last-named buoy to Gong Buoy No. 16; and to the westward of Handkerchief Shoal and Monomoy Island.

NOTE: Hedge Fence Light Vessel has been replaced by a light buoy.

(j) *Anchorage J: Great Point.* East of a line bearing 149° parallel to and seven-eighths mile northeasterly of a line through Tuckernuck Shoal Bell Buoy No. 7 and Brant Point Light; south of a line bearing 73° parallel to and 1¼ miles southerly from the line joining Half Moon Shoal Gas Buoy No. 12 and Handkerchief Shoal Buoy No. 16; east of a line bearing 35° and ranging to Stonehorse North End Gas and Bell Buoy No. 9; and south of a line bearing 70° ranging from the last-named buoy to Pollock Rip Slue; and east of a line bearing 27° ranging through Pollock Rip Light Vessel 5 miles to sea.

(k) *Anchorage K: Monomoy Island, North of Bearses Shoal* and west of a line bearing 7° from Pollock Rip Buoy No. 2A to Chatham Bar Whistling Buoy No. 2.

NOTE: Except in cases of great emergency no vessels shall be anchored in New Bedford Outer Harbor, Buzzards Bay, near the entrance to the approach channel to Cape Cod Canal or Vineyard and Nantucket Sounds, outside of the anchorage areas hereby defined and established.

§ 6.1–23 *Inland Waterway from Cape Cod Bay to Buzzards Bay, Massachusetts, Cape Cod Canal; Pilot requirements.* All United States vessels of 100 gross tons and over, and all foreign vessels, when traversing the Cap Cod Canal, shall be required to have on board an accredited pilot approved by the Captain of the Port.

§ 6.1–25 *Narragansett Bay (including Newport Harbor) and Bristol Harbor, Rhode Island*—(a) *The anchorage grounds Eastern Passage of Narragansett Bay*—(1) *Anchorage A: Conanicut Island.* To the westward of a line bearing 9° from the easternmost Dumpling to the east shore of Gould Island at its southern end; to the westward of Gould Island and of a line bearing 349° from Gould Island Light; and to the Southward of a line bearing 109° ranging from Conanicut Island Light toward the spindle on Halfway Rock, except that all vessels are forbidden to anchor in the approach of the Jamestown Ferry within a zone 300 yards wide to the southward of a line from a point 100 yards north of the existing ferry landing bearing 103° and ranging to the spire of Trinity Church, Newport.

(2) *Narragansett Bay (including Newport Harbor) and Bristol Harbor, Rhode Island*—(i) *Anchorage B: Coddington Cove.* To the eastward of a line beginning 310 yards west of Bishop Rock, thence bearing 16°25' to latitude 41°33'30" North, thence to the northern point of Dyer Island.

NOTE: Temporary floats or buoys for marking anchors or moorings in place will be allowed in this area. Fixed mooring piles or stakes will not be allowed.

(3) *Anchorage C: Rose Island.* Within the area adjacent to Rose Island eastward of a line bearing 184° and ranging through Rose Island Light to a point 311 yards south of the light and of a line from there bearing 140° and ranging toward Ida Lewis Rock Light (Lime Rock Light); to the northward of a line bearing 480° and ranging from the easternmost Dumpling through Mitchell Rock Buoy No. 3; to the westward of a line through Can Bouy No. 7 bearing 336° and ranging from Newport Harbor Light at the north end of Goat Island; and to the southward of a line bearing 266° and ranging to the northernmost edge of Taylor Point.

NOTE: Temporary floats or buoys for marking anchors or moorings in place will be allowed in this area. Fixed mooring piles or stakes will not be allowed.

(4) *Anchorage D: Goat Island.* Within an area west of Goat Island south of a line 200 yards long bearing 270° from Newport Harbor Light; east of a line 1,060 yards long bearing 228° from the west end of the above line to a point due west of the spire of Trinity Church, Newport, and of a line from the last-named point bearing 133° and ranging toward Lime Rock Light; and to the north of a line from Goat Island Shoal Light bearing 270° and ranging through Spar Buoy No. 1. west of the island.

(5) *Anchorage E: Coasters Harbor Island.* To the eastward of a line from the southwestern shore of Coasters Harbor Island near the War College Building bearing 161° and ranging toward the outer end of Briggs Wharf (so-called), and to the northward of a line bearing 265° and ranging from the flagstaff at Fort Greene toward Rose Island Light.

(6) *Anchorage F: Newport Harbor.* Within the area in the central and southerly part of Newport Harbor proper, east of a line bearing 34° and ranging through a point 75 yards easterly of the end of the south wharf at Fort Adams toward Goat Island Shoal Light and of a line through a point 35 yards east of the north end of the north wharf at Fort Adams, bearing 329° and ranging toward the northeast corner of the Fort Adams stone wharf, and of a line from the south corner of the north wharf at Fort Adams, bearing 23° and ranging toward Newport Harbor Light on Goat Island; southerly of a line bearing 116° and ranging from Fort Adams Light to Lime Rock Light and of a line bearing 74° and ranging from the south end of north wharf at Fort Adams

to the spire of the St. Spyridon Helenic Orthodox Church; to the eastward of a line bearing 4° and ranging from the city stone pier at King Park toward the end of the Navy Section Base, Fleet Wharf; southerly of a line bearing 95° and ranging from the south end of the wharf of the United States Naval Torpedo Station on Goat Island toward the northwest corner of Bowen's Wharf; and to the westward of a line bearing 176° and ranging from the southwest corner of city wharf toward the southwest corner of Wellington and Houston Avenues opposite King Park and of a line bearing 132° and ranging from the south end of the Torpedo Station wharf, Goat Island, toward the powerhouse chimney, Newport, and of a line bearing 177° and ranging from the southeast corner of city wharf through a point 50 yards westerly from the outer end of Commercial wharf.

(7) *Anchorage G: Newport Inner Harbor.* Within the area northeast of a line bearing 108° and ranging from the southeast corner of city wharf toward the northwest corner of the Government wharf.

(b) *Western passage of Narragansett Bay*—(1) *Anchorage H: Bonnet Point.* Within the area north of a line 1,000 yards long bearing 88° from Bonnet Point, west of a line bearing 3° from the eastern end of the last-described line and ranging toward Plum Beach Light, and southerly of a line bearing 302° and ranging through a point 200 yards south of the Kearny wharf and the church spire at South Ferry, Boston Neck.

NOTE: *Warning:* This anchorage is not available at present since it is embraced within a prohibited area.

(2) *Anchorage I: Austins Hollow.* Within the area south of a line bearing 302° and ranging through a point 200 yards south of the Kearny wharf and the church spire at South Ferry; east of a line ranging from Dutch Island Light and bearing 183°; and north of a line 1,000 yards long bearing 268° and ranging from the shore at Austins Hollow toward Bonnet Point.

(3) *Anchorage J: Saunderstown.* Within the area opposite Saunderstown, south of a line from the south side of the ferry wharf, bearing 110° and ranging toward the cable crossing sign on Dutch Island; west of a line bearing 192° and ranging from Spar Buoy No. 1 P. B. toward the east shore of the Bonnet; and north of a line from the shore bearing 108° and ranging through Dutch Island Light and the north end of the wharf at Beaver Head.

(4) *Anchorage K: Dutch Island Harbor.* In the central and southern portion of Dutch Island Harbor north of a line from Spar Buoy No. 2, bearing 106° and ranging toward the Jamestown standpipe; east of a line from Spar Buoy No. 2 bearing 14° and ranging toward the inshore end of the engineer wharf, Dutch Island, and southeast of a line bearing 50° and ranging from Dutch Island Light toward the windmill north of Jamestown; and south of a line parallel to and 100 yards distant southwesterly from a line between the engineer wharf, Dutch Island, and the west ferry wharf, Jamestown, bearing 132°.

NOTE 1: Temporary floats or buoys for marking anchors or moorings in place will be allowed in this area. Fixed mooring piles or stakes will not be allowed.

NOTE 2: Lime Rock Light is the former name for Ida Lewis Light shown on U. S. C. & G. S. charts.

(5) *Anchorage L: Plum Beach.* Within the area south of a line bearing 46° from Poplar Point tower to Wickford Harbor Light and of a line bearing 110° and ranging from there toward Sand Point Conanicut Island; west of a line bearing 186° and ranging from Warwick Light on the South end of Warwick Neck toward Dutch Island Light to a point 600 yards easterly of Plum Beach Lighthouse and of a line from there bearing 195° parallel to and 1,000 feet westerly from a line joining Nun Buoy No. 4 at Slocums Ledge and the western point of Dutch Island; and north of a line from a point on shore 300 yards northerly of the Saunderstown ferry wharf, bearing 101° and ranging toward the entrance to Round Swamp on Conanicut Island.

(6) *Anchorage M: Round Swamp.* Within the area east and north of Dutch Island, north of a line from the inshore end of the west ferry wharf, Jamestown, bearing 316° and ranging toward the north end of Dutch Island to a point 200 yards 88° from the engineer wharf, Dutch Island; east of a line from there bearing 3° and ranging toward the Conanicut Island shore at Slocums Ledge; north of a line 200 yards off the Dutch Island shore bearing 281° and ranging from the entrance to Round Swamp toward a point on shore 300 yards northerly from the Saunderstown ferry wharf; east of a line from Nun Buoy No. 4 at Slocums Ledge bearing 195° and ranging toward the western point of Dutch Island; and south of a line from the last-named buoy bearing 77° and running to the shore.

(7) *Anchorage N: North Point.* Within the area west of the north end of Conanicut Island, south of a line from Conanicut Island Light bearing 262° and ranging toward General Rock Bell Buoy; east of a line bearing 8° and ranging from Nun Buoy No. 4 at Slocums Ledge; and north of a line from Sand Point bearing 290° and ranging toward Wickford Harbor Light.

(8) *Anchorage O: Bristol Harbor.* To the southward of the south line of Franklin Street extended westerly; to the westward of a line bearing 164½° parallel to and 400 feet westerly from the State Harbor line between Franklin and Constitution Streets and of a line bearing 244° and ranging toward Ushers Rock Buoy from a point on the north line of Constitution Street extended 400 feet beyond the State Harbor line; and to the northward of the north line of Union Street extended to the Popasquash Neck shore.

NOTE: Except in cases of great emergency, no vessel shall be anchored in the entrance to Narragansett Bay, in Newport Harbor, or in that portion of Bristol Harbor channelward of the State Harbor line between the westward prolongations of Union and Franklin Streets, outside of the Anchorage areas hereby defined and established.

§ 6.1–100 *Sheepscot Bay, Maine, restricted area; regulations.* A restricted area has been established in Sheepscot Bay within the lines joining the following points:

(a) *Restricted area.*

Latitude 43°47'00" N., longitude 69°43' 20" W.
Latitude 43°47'00" N., longitude 69°42' 36" W.
Latitude 43°45'25" N., longitude 69°40' 00" W.
Latitude 43°43'50" N., longitude 69°42' 50" W.
Latitude 43°46'18" N., longitude 69°44' 30" W.

(b) *The regulations.* The area is restricted to all vessels. Enforcing officer: Commandant, First Naval District, and such agencies as he may designate.

§ 6.1–105 *Maine, Sea Coast, Casco Bay, restricted area; regulations.* A restricted area has been established in Casco Bay.

(a) *Restricted area.* An area on a line drawn from Adams Head (43°32'19" N., 70°13'48" W.) 72°30' for 12 miles to latitude 42°35'58" N., longitude 69°58' W., thence 0° true to latitude 43°44' N., longitude 69°58' W., thence 258° true to latitude 43°42'25" N., longitude 70°08'25" W., thence 215° true to latitude 43°37'41" N., longitude 70°13'00" W., and thence in a southerly direction along the shore line to Adams Head.

(b) *The regulations.* No fishing or anchorage will be permitted within this area. Enforcing officer: Commandant, First Naval District, and such agencies as he may designate.

§ 6.1–110 *Portsmouth Harbor, Approach, New Hampshire, restricted area; regulations.* (1) A restricted area has been established in the approach to Portsmouth Harbor.

(a) *Restricted area.* A line drawn from Little Boars Head (42°57'28" N., 70°46'36" W.) in a 99° true direction White Island Whistle Buoy WI (42°56'-33" N., 70°38'39" W.), thence northeastward to Isles of Shoals Light (42°58'00" N., 70°37'24" W.) thence in a 19° true direction to York Ledge Lighted Whistle Buoy 24YL (43°04'25" N., 70°34'27" W.), thence northwestward to the southern entrance point of Brave Boat Harbor (43°05'54" N., 70°39'24" W.), thence in a southerly direction along the shore line to a point in latitude 43°04'36" N., on Gerrish Island, thence in a straight line to Odiornes Point, and thence along the shore line to the point of origin.

(b) *The regulations.* No fishing or anchorage will be permitted in this area. Enforcing officer: Commandant, First Naval District, and such agencies as he may designate.

§ 6.1–115 *Cape Ann, Massachusetts, restricted area; regulations* A restricted area has been established on the northern side of Cape Ann.

(a) *Restricted area.* On a line drawn in 0° true direction from Folly Point (42°41'25" N., 70°38'45" W.) to latitude 42°43'46" N., thence in a 115° true direction to latitude 42°42'24" N., longitude 70°34'48" W. thence in a 237°30' direction to Andres Point.

(b) *The regulations.* All vessels are warned to stay clear of this area. Enforcing Officer: Commandant, First Naval District, and such agencies as he may designate.

§ 6.1–120 *Boston Harbor and Approaches, Massachusetts, restricted area; regulations.* A restricted area has been established in Massachusetts Bay.

(a) *Restricted area.* From shoreline near Little Nahant due east through Egg Rock to longitude 70°46' W., thence 176° true to Smith Rocks off North Scituate Beach in latitude 42°14'15" N., longitude 70°44'53" W., thence 326° true to the Graves Lighthouse, thence 317° true to Bass Point, Nahant.

(b) *The regulations.* No fishing or anchoring will be permitted in this area. Enforcing Officer: Commandant, First Naval District, and such agencies as he may designate.

§ 6.1–125 *Boston Harbor, Massachusetts, restricted area; regulations.* A restricted area has been established in Boston Harbor.

(a) *Restricted area.* An area, about 200 yards wide by 275 yards long, the axis of which lies in a 30° true direction from Boston Main Channel Lighted Buoy #4, has been established southwestward of Lower Middle Flats.

(b) *The regulations.* Mariners are cautioned not to pass through or anchor in this area. Enforcing Officer: District Coast Guard Officer, First Naval District and such agencies as he may designate.

§ 6.1–130 *Cape Cod, Massachusetts, Race Point, ranger areas; regulations.* The following danger areas have been established in the vicinity of Race Point:

AREA A is bounded by a line drawn from a point on the beach in latitude 42°04'24" N., longitude 70°14'18" W., in a 270° true direction to longitude 70°15'54" W., thence in a 180° true direction to latitude 42°03'06" N., and thence in a 90° true direction to the shore line. This area is marked by two black first-class tall can buoys located as follows:

(1) Off Race Point Buoy 1, in 194 feet of water, in latitude 42°04'24" N., longitude 70°15'54" W.

(2) Off Race Point Buoy 3, in 184 feet of water in latitude 42°03'06" N., longitude 70°15'54" W.

AREA B is bounded by a line drawn from a point on the beach in latitude 42°04'53" N., longitude 70°11'00" W., thence north to latitude 42°06'00" N., and thence east to longitude 70°08'00" W., thence south to the shore line. This area is marked by two black first-class buoys (can) located as follows:

(1) Off Peaked Hill Bar Buoy 1 in 85 feet of water, in latitude 42°06'00" N., longitude 70°08'00" W.

(2) Off Peaked Hill Bar Buoy 3, in 125 feet of water, in latitude 42°06'00" N., longitude 70°11'00" W.

AREA C is bounded by a line drawn from a point on the beach in latitude 42°06'00" N., thence in a 90° true direction to longitude 70°12'20" W., thence in a 180° true direction to the shore line.

(b) *The regulations.* All vessels are warned not to enter the above areas. Area C will be well marked by buoys flying red flags. When live mines are in Area C, the Coast Guard picket boats or Naval patrol craft will act as patrol vessels. Vessels are warned that to pass through might cause loss of vessel and personnel. Enforcing Officer: Commandant, First Naval District, and such agencies as he may designate.

§ 6.1–135 *Buzzards Bay, Massachusetts, restricted area; regulations.* A restricted area has been established in Buzzards Bay.

(a) *Restricted area.* The area bounded by a line beginning at the Watch House, Cuttyhunk Island (41°25'15" N., 70°56'-03" W.), and running thence to point on the southern shore of Massachusetts at Hishaum Point in latitude 41°30'51" N., longitude 70°57'15" W., thence to a point in latitude 41°29'11" N., longitude 71°05'00" W., thence to a point in latitude 41°22'48" N., longitude 71°05'00" W., thence to Vineyard Sound Lightship (latitude 41°22'48" N., longitude 71°00'00" W.), thence to the point of beginning.

(b) *The regulations.* Within the above described restricted area the following is prohibited at any time:

(1) Anchoring, loitering, or maneuvering unnecessarily.

(2) Fishing in any manner including trawling, dragging, purse seining, and line fishing. Enforcing Officer: Commandant First Naval District, and such agencies as he may designate.

§ 6.1–140 *Massachusetts, Nantucket Island, danger zone; regulations.* A danger zone has been established on the southern side of Nantucket Island.

(a) *Restricted area.* Bounded on the north by the south shore of Nantucket Island; on the east by longitude 70°00' W.; on the south by latitude 41°10' N.; and on the west by longitude 70°10' W.

(b) *The regulations.* No vessel shall enter or remain in the above prohibited area at any time during daylight hours except by permission of the enforcing agency designated in paragraph below. Enforcing Officer: Commandant, First Naval District, and such agencies as he may designate.

§ 6.1–145 *Massachusetts, Martha's Vineyard, restricted area; regulations.* A restricted area has been established on the south shore of Martha's Vineyard.

(a) *Restricted area.* Beginning at a point on the south shore of Martha's Vineyard in latitude 41°20'45" N., longitude 70°30'30" W., thence southeasterly to latitude 41°16'55" N., longitude 70°26'10"; thence westerly to latitude 41°17'20" N., longitude 70°37'05" W., thence northeasterly to latitude 41°20' 45" N., longitude 70°32'00" W., thence north to the south shore of Martha's Vineyard; thence easterly along the shore to the point of beginning.

(b) *The regulations.* No vessel shall enter or remain in the above restricted area at any time during daylight hours except by permission of the enforcing agency designated in paragraph below.

Enforcing Officer: Commanding Officer, Narragansett Group, Eastern Sea Frontier, and such agencies as he may designate.

§ 6.1–150 *Massachusetts, Martha's Vineyard, No Man's Land*—(a) *Restricted area.* A danger zone has been established in the vicinity of No Man's Land. An area bounded on the North by latitude 41°16'00" N., on the east by longitude 70°47'30"., on the scuth by latitude 41°12'30" N., and on the west by longitude 70°50'30" W.

(b) *The regulations.* No vessel shall enter or remain in the above prohibited area at any time except by permission of the enforcing agency as designated in paragraph below.

Enforcing Officer: Commandant, First Naval District, and such agencies as he may designate.

§ 6.1–155 *Rhode Island, Narragansett Bay, Gull Point.* A prohibited area has been established in Narragansett Bay.

(a) *Restricted area.* The area bounded by the circumference of a circle of 880-yard radius centered on Gull Point in latitude 41°38'36" N., longitude 71°20'06" W.

(b) *The regulations.* No vessel shall enter or remain in the foregoing area at any time, except as authorized by the enforcing agency.

Enforcing Officer: Commandant, Naval Operating Base, Newport, and such agencies as he may designate.

§ 6.1–160 *Narragansett Bay, Rhode Island, Eastern Passage*—(a) *Restricted area.* A prohibited area has been established in Narragansett Bay. The area bounded by a line beginning at Gould Island South Light (latitude 41°32' N., longitude 71°21' W.) and running thence 710 yards 256° true, thence 1000 yards 346,° thence 850 yards 76° true to the northern end of Gould Island and thence southerly along the mean high watermark of Gould Island to the point of beginning.

(b) *The regulations.* No vessel shall, at any time, under any circumstances, anchor, fish, or tow a drag of any kind in the foregoing prohibited area because of the extensive cable system located there. No vessel shall enter the foregoing prohibited area except under the direction of appropriate U. S. Naval authority.

Enforcing Officer: Commandant, Naval Operating Base, Newport, and such agencies as he may designate.

§ 6.1–165 *Rhode Island, Narragansett Bay, Eastern Passage, obstruction area.* An obstruction area has been established in Narragansett Bay.

(a) *Obstruction area.* The area bounded by a line beginning on the western shore of Aquidneck Island at a point in approximate latitude 41°36'44" N., longitude 71°16'23" W., marked by the front target at the northern end of the U. S. Naval measured nautical mile Trial Course, and running 810 yards 295° true, thence 1 mile 205° true, thence 1070 yards 115° true to a point on the western shore of Aquidneck Island, thence northerly along the mean high water-mark of Aquidneck Island to point of beginning.

(b) *The regulations.* All vessels are warned to navigate well clear of the above described obstruction area.

Enforcing Officer: Commandant, Naval Operating Base, Newport, and such agencies as he may designate.

§ 6.1–170 *Rhode Island, Narragansett Bay.* A danger zone comprising a torpedo-testing range and a prohibited area in Narragansett Bay has been established as follows:

(a) *Restricted area.* (1) The torpedo Testing Range comprises all of the waters within the area bounded by a line drawn from the east shore of Conanicut Island at latitude 41°31'00" N. to latitude 41°31'00" N., longitude 71°20'48" W., thence to latitude 41°31'45" N., longitude 71°20'09" W., thence to latitude 41°33'56" N., longitude 71°19'30" W., thence in a 346° true direction to the shore of Prudence Island, thence along the south and west shores of Prudence Island and Patience Island to Northwest Point, thence in a 177° true direction tangent to the east shore of Conanicut Island and along the east shore of Conanicut Island to the point of origin.

(2) The prohibited area, which overlaps the torpedo testing range, is bound by a line drawn from latitude 41°32'17" N., longitude 71°20'32" W., to latitude 41°37'17" N., longitude 71°20'32" W., to latitude 41°37'17" N., longitude 71°21'03" W., thence to latitude 41°37'15" N., longitude 71°21'26" W., thence to a point on the north shore of Hope Island at latitude 41°36'22" N., longitude 71°22'00" W., thence eastward, southward, and southwestward along the mean high-water line of Hope Island to latitude 41°36'00" N., longitude 71°22'03" W., thence to a point on the northeast shore of Conanicut Island at latitude 41°34'18" N., longitude 71°22'00" W., thence southeastward and southward along the mean highwater line of Conanicut Island to latitude 41°33'15" N., longitude 71°21'39" W., thence to latitude 41°32'14" N., longitude 71°20'58" W., and thence to the point of origin.

(b) *The regulations.* (1) No vessel shall, at any time, under any circumstances, anchor, fish, or tow a drag of any kind in the prohibited area because of the extensive cable system located there.

(2) Anchoring in the torpedo testing range outside the prohibited area is forbidden except in cases of great emergency and vessels anchoring there under such conditions shall move out of the area as soon as possible.

(3) The danger zone shall be given a wide berth when possible in order to avoid danger from running torpedoes, damage to range installations, or interference with range operations.

(4) The danger zone may, in case of necessity, be entered under the following conditions:

(i) Vessels proceeding to or from the Naval Air Station, Quonset Point, the Advanced Base Depot, or other points in the western part of Narragansett Bay may pass between Conanicut Island and Gould Island:

When firing is in progress. (a) In case of major vessels making this passage, firing will be suspended on the approach of such vessels to the danger zone or on request to the Proof Officer, Firing Pier, Gould Island.

(b) In the case of minor vessels, they must proceed with caution, avoid torpedoes, and observe orders of craft patrolling the zone, which are identified by a square red flag.

When firing is not in progress. (a) Vessels may make this passage without special precautions, except that diving tenders with divers down shall be given a wide berth and passed at slow speed.

(b) Other than as specified in (i) above, vessels shall not enter the danger zone while firing is in progress except by special arrangement through the Proof Officer, Firing Pier, Gould Island, or through the Officer in Charge, Magnetic Range, if entering for operations on the Magnetic Range.

(5) The following signals shall be displayed from the Firing Pier at the north end of Gould Island to indicate that torpedo firing is in progress:

By day—A large red flag
By night—An all-around green light.

Torpedo firing may be expected at any time of the day or night, Sundays and holidays included.

(6) When torpedo firing is in progress, a patrol boat shall be kept in readiness and shall give timely warning to vessels approaching the danger zone and shall issue necessary orders and instructions regarding navigating the danger zone. Craft patrolling the danger zone shall fly or expose a square red flag.

(7) Orders and instructions issued by patrol craft or other authorized representatives of the enforcing agency must be promptly carried out by vessels in, or in the vicinity of, the danger zone. The following emergency signals shall be employed by patrolling aircraft.

(a) Emergency, stop and wait instructions—Plane lands in front of offending vessel and drops smoke float directly ahead of her.

(b) Emergency, torpedo heading toward you, maneuver to avoid—Plane zooms over the vessel in danger.

(8) Nothing in these regulations shall prevent the setting of fish traps outside the prohibited area under the permits granted by the War Department, nor shall the passage of fishing vessels to and from authorized traps be unreasonably interfered with or restricted.

Enforcing Officer: Commandant, United States Naval Operating Base, Newport, and such agencies as he may designate.

§ 6.1–175 *Block Island Sound, restricted area, fishing area; regulations.* A restricted area and a fish trap area has been established in Block Island Sound.

(a) *Restricted area.* The area bounded by a line beginning at Montauk Point Lighthouse (latitude 41°04'18" N., longitude 71°51'24" W.) and running thence to a point on the southern shore of Rhode Island at Weekapaug Point in latitude 41°19'30" N., longitude 71°45'10" W., thence easterly along the mean high watermark of the shore of Rhode Island to a point at Charleston Inlet (latitude 41°21'18" N., longitude 71°38'24" W.), thence to Block Island North Light (latitude 41°13'42" N., longitude 71°34'36" W.), thence southerly along the mean high watermark of the western shore of Block Island to a point on the Southwest Point (latitude 41°08'38" N., longitude 71°36'00" W.), and thence to the point of beginning.

Fish Trap area. The area bounded by a line beginning at a point 865 yards 242° true from the outer breakwater light at Great Salt Pond Entrance, and thence running 1715 yards 242° true, thence 1000 yards 189°30', thence 2000 yards 57° true, and thence to 0° true to the point of beginning.

(b) *The regulations.* Within the above described restricted and fish trap areas the following is prohibited at any time:

(1) Anchoring, loitering, or maneuvering unnecessarily.

(2) Fishing in any manner, including dragging, trawling, purse seining, and line fishing, except that, within the above described fish trap area only, fish traps may be installed and maintained under the supervision of the appropriate U. S. Naval and Coast Guard authorities.

(3) Vessels engaged in serving fish traps as permitted above will moor to the fish traps. No vessels are permitted to anchor.

Enforcing Officer: Commandant, First Naval District, and such agencies as he may designate.

§ 6.1–132 *Cape Cod, Massachusetts, Race Point and Peaked Hill Bar; danger area—*(a) *The area.* The area is bounded by a line drawn from a point on the beach in latitude 42°03'06" N., longitude 70°13'30" W., thence in the direction 0° true to latitude 42°04'24" N., thence in the direction 46° true to a point in latitude 42°06'00" N., longitude 70°13'40" W., thence in the direction 90° true to longitude 70°08' W., thence in the direction of 180° true to a point on the shore line in latitude 42°04'18" N., longitude 70°08' W.

The outer limits and certain intermediate points of this area will be well marked by buoys, the establishment of which will be published in Notices to Mariners.

(b) *The regulations.* All vessels are prohibited from entering the above described danger area and are warned that to do so may cause loss of vessel and personnel. The enforcing officer shall be the Commandant, First Naval District, and such agencies as he may designate.

§ 6.1–137 *Buzzards Bay, Massachusetts, Northeasterly of Weepecket Island; prohibited area—*(a) *The area.* bounded by the circumference of a circle of 1,000 yards radius centered on a rock northeasterly of Weepecket Island, in latitude 41°31'06" N., longitude 70°44'06" W.

(b) *The regulations.* (1) No vessel shall enter or remain in the foregoing area at any time except as authorized by the enforcing agency.

(2) These regulations shall be enforced by the Commandant, First Naval District, and such agencies as he may designate.

§ 6.1–138 *Buzzards Bay, Massachusetts, Gull Island; prohibited area—*(a) *The area.* The area bounded by the circumference of a circle of 1,000 yards radius centered on Gull Island in latitude 41°26'46" N., longitude 70°54'26" W.

(b) *The regulations.* (1) No vessel shall enter or remain in the foregoing area at any time except as authorized by the enforcing agency.

(2) These regulations shall be enforced by the Commandant, First Naval District, and such agencies as he may designate.

§ 6.1–142 *Nantucket Sound, Massachusetts, Dogfish Bar Breakwater; prohibited area—*(a) *The area.* An area bounded by the circumference of a circle of 1000 yards radius centered on the breakwater at the east end of Dogfish Bar, in latitude 41°38'18" N., longitude 70°10'36" W.

(b) *The regulations.* (1) No vessel shall enter or remain in the foregoing area at any time, except as authorized by the enforcing agency.

(2) These regulations shall be enforced by the Commandant, First Naval District, and such agencies as he may designate.

§ 6.1–143 *Nantucket Sound, Massachusetts, Succonnesset Point; restricted area—*(a) *The area.* The area bounded by the circumference of a circle of 1000 yards radius centered on Succonnesset Point in latitude 41°33'06" N., longitude 70°30'00" W.

(b) *The regulations.* (1) No vessel shall enter or remain in the foregoing area at any time, except as authorized by the enforcing agency, or as hereinafter provided.

(2) The foregoing area may be entered under the following conditions:

(i) Vessels desiring to proceed through the passage between Succonnesset Shoal and Succonnesset Point may do so before 8:30 a. m. and after 5:00 p. m. daily.

(ii) Vessels proceeding as permitted above shall proceed without delay until clear of the restricted area.

(3) Within the foregoing restricted area the following is prohibited at any time:

(i) Anchoring, loitering or maneuvering unnecessarily.

(ii) Fishing in any manner, including dragging, trawling, purse seining, and line fishing, netting of any form, or the setting or servicing of fish traps or lobster pots.

§ 6.1–144 *Nantucket Sound, Massachusetts, Chappiquiddick Island, Cape Poge—*(a) *The area.* The area in Nantucket Sound bounded by the circumference of a circle of 900 yards radius centered on Cape Poge in latitude 41°24'30" N., longitude 70°27'12" W.

(b) *The regulations.* (1) No vessel shall enter or remain in the foregoing area at any time except as authorized by the enforcing agency.

(2) These regulations shall be enforced by the Commandant, First Naval District, and such agencies as he may designate.

§ 6.1–147 *Vineyard Sound and Quick's Hole, Massachusetts, Nashawena Island; prohibited area—*(a) *The area.* The area bounded by the circumference of a circle of 900 yards radius centered on Nashowena Island in latitude 41°26'00" N., longitude 70°51'00" W.

(b) *The regulations.* (1) No vessel shall enter or remain in the foregoing area at any time except as authorized by the enforcing agency.

(2) These regulations shall be enforced by the Commandant, First Naval District, and such agencies as he may designate.

§ 6.1–157 *Narragansett Bay, Rhode Island, Ohio Ledge; prohibited area—*(a) *The area.* The area bounded by the circumference of a circle of 900 yards radius centered on Ohio Ledge in latiture 41°41'00" N., longitude 71°19'30" W.

(b) *The regulations.* (1) No vessel shall enter or remain in the foregoing area at any time except as authorized by the enforcing agency.

(2) These regulations shall be enforced by the Commandant, First Naval District, and such agencies as he may designate.

§ 6.1–162 *Block Island Sound, Rhode Island, Fisher's Island Sound, Little Narragansett Bay, Napatree Point; prohibited area—*(a) *The area.* The area bounded by the circumference of 900 yards radius centered on Napatree Point in latitude 41°18'24" N., longitude 71°53'06" W.

(b) *The regulations.* (1) No vessel shall enter or remain in the foregoing area at any time except as authorized by the enforcing agency.

(2) These regulations shall be enforced by the Commandant, First Naval District, and such agencies as he may designate.

Amend § 6.3–5 (a), (e), and (f) to read as follows:

§ 6.3–5 *Long Island Sound, New York—*(a) *Anchorage No. 1.* Southwestward of a line, between Neptune Island and Glen Island, ranging from the fixed red light on Aunt Phebe Rock and tangent to the north edge of Glen Island; southwestward of a line tangent to the northeast edges of Glen Island and Goose Island breakwater; southwestward of a line bearing southeasterly from the southwest end of Goose Island breakwater and on range with the south gable of the Casino on the northeast end of Glen Island; westward of a line ranging from the east edge of the said breakwater to the west edge of the north end of Hart Island; and to the northwestward of a line extending from Hart Island Light, southeast corner of Hart Island to Locust Point. Boats shall not anchor in this area in buoyed channels and must be so anchored as to leave at all times an open, usable channel, at least 50 feet wide, west and south of Glen Island. Special anchorage areas within Anchorage No. 1, wherein vessels not more than 65 feet in length, when at anchor, shall not be required to carry or exhibit anchor lights:

(1) *Eastchester Bay, New York; anchorage at City Island.* The portion of Anchorage No. 1 west of City Island and within the following limits: Northward of a line ranging 244° true from the Duryea Pier at the foot of City Island Avenue to City Island Shoal Buoy "2" (latitude 40°50'01" N., longitude 73°47'25" W.), thence northeastward of a line ranging 329° true from City Island Shoal Buoy "2" through the Rodman Neck Shoal Buoy (HB) latitude 40°50'46" N., longitude 73°48'01" W.), southeastward of a line ranging 205° true from the east abutment of the City Island Bridge through the south tower of the Bronx-Whitestone Bridge; and southward of a line ranging 90° true from the Pelham War Memorial in Pelham Bay Park and the steeple of the church at the southeast corner of Elizabeth Street and City Island Avenue.

(2) *Anchorage along west shore.* The portion of Anchorage No. 1 along the west shore of Eastchester Bay north of and including Weir Creek, shoreward of a line ranging 349° true from the end of the timber pier at the foot of Pope Place, Edgewater, and through the transmission tower at the northeast side of the draw of the New York, New Haven and Hartford Railroad Bridge over Eastchester Creek, and having as its northerly limit the line ranging 79° true through the row of telephone poles along the north side of Watt Avenue.

(3) *New Rochelle Harbor; Travers Island Creek.* The portion of Anchorage No. 1 lying between Hog Island, Travers Island, Neptune Island, and Glen Island and the mainland to the westward of a line extending from the cupola at the southeast extremity of Glend Island to the easternmost extremity of Hog Island and to the northeastward of a line extending from the southwest extremity of Hog Island to the southeast corner of Travers Island; except, that no vessel shall anchor without lights within 25 feet of the 50-foot channel west and south of Glen Island.

(4) *Goose Island Anchorage.* The portion of Anchorage No. 1 between Glen Island and Goose Island breakwater, northward of a line extending from the northwest end of Goose Island breakwater to the cupola at the north end of the bathing beach on Glen Island.

* * * * * *

(e) *Anchorage No. 3.* To the northeastward of a line from the south side of Barker Point to Gangway Rock Bell Buoy "27", southeastward of a line from gangway Rock Bell Buoy "27" to Sands Point Reef Buoy "25", and southwestward of a line from Sands Point Reef Lighted Buoy "25" through Sands Point Light to Sands Point.

(f) *Anchorage No. 4.* In Manhasset Bay and to the northeastward of a line ranging from Stepping Stones Lighted Bell Buoy "31" through Elm Point Buoy "2" to Elm Point; southeastward of a line ranging from Stepping Stones Lighted Bell Buoy "31" to Gangway Rock Bell Buoy "27", and southwestward of Anchorage No. 3. Special anchorage areas within Anchorage No. 4 wherein vessels not more than 65 feet in length, when at anchor, shall not be required to carry or exhibit anchor lights:

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(1) *South anchorage at Port Washington.* The portion of Anchorage No. 4 northward of latitude 40°49'06" N., eastward of a line ranging 346° true from the flagpole on the end of the Whitney Dock at Plandome to the flag-

pole on the Columbia Yacht Club Pier at Manorhaven; and southward of a line (latitude 40°49'21" N.,) ranging due east to the flagpole on the dock of the Port Washington Yacht Club.

(2) *North anchorage at Port Washington.* The portion of Anchorage No. 4 northward of a line (latitude 40°49'28" N.), ranging due west from the southwest corner of the boat sheds on the Purdy Boat Company pier at Port Washington; eastward of a line ranging 346° true from the flagpole on the end of the Whitney Dock at Plandome to the flagpole on the pier of the Columbia Yacht Club at Manorhaven; southeastward of a line ranging 53° true to the cupola of the old Sands Point schoolhouse at Port Washington; and southward of a line (latitude 40°49'51" N.,) ranging due east to the weather vane of the Port Washington Junior High School: *Except*, That no vessel shall anchor without lights within 100 feet of the buoyed eastward channel leading to the town dock at Port Washington and to Mill Pond.

(3) *Anchorage at Manorhaven.* The portion of Anchorage No. 4, westward of a line (longitude 73°42'53" W.) ranging due south from the end of the town of North Hempstead Pier at Manorhaven; northward of a line ranging 233° true from the intersection between the shore and the northerly line of Corchang Avenue (extended) on Tom Point to Plum Point Shoal Buoy No. 3 (latitude 40°49'48" N., longitude 73°43'25" W.); and eastward of the line (longitude 73°43'17" N.) ranging due north to the east side of the pier of Yacht Service, Inc., on the Copp Estate at Manorhaven.

Amend § 6.3–15 by amending paragraphs (b), (e), (f), and by adding paragraph (g) as follows:

§ 6.3–15 *Hudson River, New York.*
* * *

(b) *Anchorage No. 17.* North of a line bearing 66° true and ranging between the south face of the building known as Ben Marden's Riviera, north of George Washington Bridge at Fort Lee, New Jersey, and the Bell Tower of the Cloisters at Fort Tryon Park, Manhattan; west of lines bearing 29° true from Anchorage Buoy "A" (latitude 40°51'34" N., longitude 73°56'54" W.) to Anchorage Buoy "B" (latitude 40°52'27" N., longitude 73°56'15" W.); thence 20° true to Anchorage Buoy "C" (latitude 40°54'17" N., longitude 73°55'23" W.); thence 15° true to a point on a line bearing 113° true and ranging from the southeast corner of Lambier's Dock at Palisades Interstate Park to the southwest corner of the main building of the Orphan Asylum, Riverdale, New York; thence eastward 300 yards on a line bearing 113° true to Anchorage Buoy "D" (latitude 40°54'42" N., longitude 73°55'02" W.); thence 12° true to Anchorage Buoy "G" (latitude 40°57'02" N., longitude 73°54'24" W.); thence 18° true to Anchorage Buoy "H" (latitude 40°57'46" N., longitude 73°54'05" W.); thence 13° true to Anchorage Buoy "I" (latitude 40°59'53" N., longitude 73°53'26" W.); and thence 9° true to Anchorage Buoy "J" (latitude 41°01'01" N., longitude 73°53'12" W.); and to the south of a line bearing 91° true and ranging from the Sparkill Dock Light on the southeast corner of an abandoned pier extending from the New Jersey shore through Anchorage Buoy "J" to the chimney of the Methodist Publishing House at Dobbs Ferry, New York: *Provided*, That in order to give free passage for ferryboats, no vessel shall anchor within 300 yards of either side of the line of the Yonkers to Alpine, New Jersey, ferry, as marked by Anchorage Buoys "E" and "F".

(1) Subject to the provisions for naval anchorage No. 19, the Captain of the Port may shift the position of, or clear the area of, any vessel so moored as to obstruct the use of this area for additional anchorage of naval vessels when found necessary.

* * * * *

(e) *Anchorage No. 19.* To the northward of a line bearing 299° true and ranging from the north side of West 70th Street, Manhattan, prolonged to the bulkhead, to the northeast corner of West Shore R. R. Pier No. 11A, Guttenberg, New Jersey; to the eastward of a line bearing 29° true from a point 560 yards from the bulkhead on the Manhattan shore on a line bearing 299° true and ranging from the north side of West 70th Street, Manhattan, prolonged, to the northeast corner of West Shore R. R. Pier No. 11A, Guttenberg, New Jersey, to a point 425 yards from the northwest corner of the 134th St. Pier, Manhattan, on a line bearing 317° true from said pier corner, thence 24° true on a line ranging to a point 120 yards due west of Jeffreys Hook Light; and to the southward of a line 500 feet south of the south side of the Washington Bridge and parallel thereto: *Provided*, That in order to give free passage for ferry boats, no vessel shall anchor within a limit of 300 yards on either side of the line of the West 125th St., Manhattan, to Edgewater, N. J., ferry.

(1) In the discretion of the Captain of the Port, small commercial or pleasure vessels may anchor in this area shoreward of a line extending from the channelward end of the New York Central Railroad pier at the foot of West 70th Street to the channelward end of the pier at the foot of West 129th St.; and shoreward of the pierhead line as established by the Secretary of War, between West 134th St., and a prolongation of the bridge over the New York Central Railroad tracks located 1,000 feet south of the George Washington Bridge.

(2) The Captain of the Port may grant permission for one stake boat to occupy an area in the westerly 200-yard portion of the naval anchorage.

(3) The Captain of the Port may permit limited temporary anchorage, not to exceed 24 hours, of commercial vessels awaiting berths in the westerly portion of the naval anchorage south of West 135th Street when use of the anchorage by naval vessels will permit.

(4) The established anchorages for naval vessels having been found inadequate at times when large numbers of them are in the harbor a numbered series of anchorages is defined and established as shown on Key Chart No. 1 and Key Chart No. 2 (not published herein) in order that when a necessity for additional anchorages arises, permission may be given naval vessels to anchor at designated points serially numbered from 2 to 40 for capital ships, from 100 to 129 for intermediate ships, from 213 to 399 for destroyers and small craft, and from 508 to 611 for the anchorage of destroyers and small craft on the east side of the river, when the space is not required for capital or intermediate ships. Berths 16 to 19, 546, 547, and 551 to 555, are for use only on occasions when the other numbered berths available are not sufficient for the accommodation of the naval ships present. The Captain of the Port, on request from the proper naval authorities, may grant permission to occupy the numbered anchorages outside of, or extending outside of, naval anchorage No. 19, provided those specified in the request can be made available, commercial conditions at the time being given proper consideration. If, in his opinion, there are reasons why the anchorage or anchorages asked for should not be assigned, he will confer with the naval officers making the request, and if other numbers can be agreed upon, will authorize their use; otherwise he will communicate the request to the Secretary of the Navy with a statement of the circumstances and with his recommendation.

(5) Whenever this area is required for the anchoring of Naval vessels, it shall be immediately cleared of commercial vessels by the Captain of the Port upon request of the appropriate Naval authority.

(f) *Emergency Temporary Convoy Quarantine Anchorage.* To the northward of a line bearing 117.5° true and ranging from the southeast corner of West Shore R.R. Pier No. 1, Weehawken, N. J., to the southwest corner of U. S. Naval Pier 92, Manhattan; to the westward of a line bearing 29° true from a point 475 yards from the southeast corner of West Shore R.R. Pier No. 1, Weehawken, N. J., on a line bearing 117.5° true, to a point 570 yards from the northwest corner of the 134th St. Pier, Manhattan, on a line bearing 317° true from said pier corner, thence 24° true on a line ranging to a point 250 yards due west of Jeffreys Hook Light; and to the southward of a line 500 feet south of the southside of the George Washington Bridge and parallel thereto: *Provided*, That in order to give free passage for ferry boats, no vessel shall anchor within a limit of 300 yards on either side of the line of the West 125th Street, Manhattan, to Edgewater, N. J., ferry.

(g) The following areas in the Hudson River are designed as special anchorage area wherein vessels not more than 65 feet in length, when at anchor, shall not be required to carry or exhibit anchor lights:

(1) *Yonkers, New York.* Northward of a line on range with the footbridge across the New York Central Railroad Company tracks at the southerly end of Greystone Station, eastward of a line on range with the square red brick chimney west of the New York Central Railroad Company tracks at Hastings-on-Hudson and the easterly yellow brick chimney of the Elenwood power house of the Yonkers Electric Light and Power Company, and southward of a line on range with the first New York Central Railroad Company signal bridge north of the Yonkers Yacht Club.

(2) *Hastings-on-Hudson, New York.* Northward of a line on range with the northerly face of the club house of the Tower Ridge Yacht Club, eastward of a line on range with the elevated tank of the Anaconda Wire and Cable Company and the channelward face of the northerly building on the waterfront of the said company's property, and southward of a line on range with the first footbridge across the New York Central Railroad Company tracks, north of the Tower Ridge Yacht Club.

Amend § 6.3–20 (a), (b), (c), (d), and (e) to read as follows:

§ 6.3–20 *Upper Bay Anchorages*—(a) *Anchorage No. 20.* Within an area lying northeast of Ellis Island; to the east of a line bearing 51° true and ranging from the northwest corner of Ellis Island to the end of Central Railroad of New Jersey Pier No. 7; to the south of a line bearing 96° true and ranging from the southeast corner of Central Railroad of New Jersey Pier No. 11 to the outer end of the Staten Island Ferry Rack on the Manhattan shore; to the west of a line bearing 174° true and ranging from the southeast corner of Lehigh Valley Railroad Pier A to Main Channel Lighted Bell Buoy "31A" (latitude 40°41'40" N., longitude 74°01'50" W.); and to the north of a line bearing 85° true and ranging from the southeast corner of the northerly half of Ellis Island to the outer end of the Staten Island Ferry Rack on the Manhattan shore.

(b) *Anchorage No. 20–A.* To the southward of a line bearing 102° true from the southeast corner of the southerly half of Ellis Island through Main Channel Lighted Bell Buoy "31A" (latitude 40°41'40" N., longitude 74°01'50" W.); to Governors Island Light; to the westward of a line bearing 206° true through Main Channel Lighted Bell Buoy "31A", Main Channel Lighted Bell Buoy "31", Main Channel Lighted Bell Buoy "29", and the southeast corner of Pier No. 9, Tompkinsville, Staten Island; to the northward of a line ranging 313° true from Main Channel Lighted Bell Buoy "29" through Claremont Terminal Buoy "2" to the northeast corner of Caven Point Pier; to the eastward of a line bearing 204.5° true from the northwest corner of the anchorage limits and passing through the easterly end of the East landing pier on Bedloe's Island to the southern channel line leading to the National Docks at Black Tom, and thence westerly 200 yards along said southern channel line, thence 204.5° true to the northern 18-foot channel line leading to Caven Point Pier; thence easterly along said northern channel line to a line bearing 204.5° true and ranging between the easterly end of the east landing pier on Bedloe's Island, through Bayonne Terminal Lighted Buoy "1", Robbins Reef Lighted Gong Buoy "27" and Coast Guard Depot North Dock Light, Staten Island.

(c) *Anchorage No. 20–B.* To the south of a line bearing 127° true from the southeast corner of Pennsylvania R. R. Pier "B", Greenville Terminal, to the center of the south pier of the Bethlehem Steel Co. Drydock, Brooklyn, N. Y.; to the westward of a line bearing 206° from Main Channel Lighted Bell Buoy "99" to the southeast corner of Pier No. 9, Tompkinsville, Staten Island; to the north of a line bearing 121° true and ranging from New Jersey Pierhead Channel North Entrance Buoy "15" to the northwest corner of Pier 3, Brooklyn, New York; to the eastward of a line bearing 204.5° true from the easterly end of the east landing pier on Bedloe's Island, through Bayonne Terminal Lighted Buoy "1", Robbins Reef Lighted Gong Buoy "27" and Coast Guard Depot North Dock Light, St. George, Staten Island.

(d) *Explosive anchorage.* The portion of Anchorages 20–A and 20–B located south of the south line of the channel leading to the National Docks at Black Tom, is designated as an explosive anchorage. The Captain of the Port may authorize the use of this explosive anchorage by vessels loading or discharging explosives and when laden with explosives when he finds that the interests of commerce and national war effort will be promoted thereby and that the interest of safety will not be prejudiced thereby. No vessel shall occupy this anchorage without a permit from the Captain of the Port.

(1) No vessel shall anchor between Ellis Island and the piers of the Central Railroad of New Jersey, or in the dredged channel approaches to this space, or the piers and wharves of the railroad, or in the dredged channel approaches to the National Docks at Black Tom Island, to Bedloe's Island, to the Greenville, Claremont and Bayonne Terminals, or in the New Jersey Pierhead Channel, or near the entrances to said channels so as to obstruct the approaches or interfere in any way with the free navigation of the same. The portion of Anchorage 20–A, north of the channel leading to the National Docks at Black Tom Island, and Anchorage No. 20–B, are set aside as temporary anchorages for vessels arriving in and leaving port. No vessel shall occupy these anchorages for a longer period than 72 hours unless a permit is obtained from the Captain of the Port for that purpose.

(e) *Anchorage No. 21.* To the southward of a line passing through Claremont Terminal Lighted Buoy "1", the easterly anchorage Buoy "A", and the middle point of the west front of the New York Dock Company Pier #41 (Merchants Stores); to the eastward of a line bearing 208° true and ranging from Governors Island Extension Light through Gowanus Flats Lighted Bell Buoy "30", Gowanus Flats Lighted Bell Buoy "28", Gowanus Flats Lighted Bell Buoy "26", to Gowanus Flats Lighted Bell Buoy "24", thence 173° true to Gowanus Flats Lighted Bell Buoy "22" (latitude 40°38'06" N., longitude 74°03'01" W.), to the northward of a line bearing 90° true from the northeast corner of Pier 8, Stapleton, S. I., through Gowanus Flats Lighted Bell Buoy "22" to Bay Ridge Channel Lighted Bell Buoy "1" (latitude 40°38'06" N., longitude 74°02'47" W.); to the westward of a line bearing 23.5° true from Bay Ridge Channel Lighted Bell Buoy "1" to Bay Ridge Channel Lighted Bell Buoy "3"; thence along the westward edges of the dredged Bay Ridge and Red Hook channels as marked by channel and anchorage buoys.

Amend § 6.3–71, paragraph (a) to read as follows:

§ 6.3–71 *Execution Rock Anchorage in Long Island Sound, New York*—(a) *The anchorage area.* Ships may anchor to the westward of Execution Rock and to the northwestward of a line bearing 33.5° true and ranging from southeast corner of Hart Island Light to Execution Rock Light, thence true north; to the southward of a line bearing 87.5° true ranging from chimney on Davenport Neck through Emerald Rock Buoy (HB); to the eastward of a line bearing 28° true from northwest corner of Hart Island to an intersection point of a line due east of ventilator on Huckleberry Island, thence due north.

Amend § 6.5–3 (a)–(1) by adding the following:

§ 6.5–3 *Annapolis Harbor, Maryland.*
(a) * * *
(1) * * *

NOTE: The following described portion of North Anchorage is designated as a yacht anchorage, to accommodate simultaneously five large yachts and twelve 30-ft. WL yawls:

From mast on Naval Academy Sea Wall 81° true, 250 yards; thence 119° true, 260 yards; thence 205° true, 280 yards; thence 263° true, 675 yards; thence 39° true, 252 yards to point of beginning. Anchor lights are not required.

Add the following sections to Subpart C:

§ 6.5–7 *Restricted Area in Chesapeake Bay in the vicinity of Kent Island (Bloody Point Bar Light)*—(a) *The areas*—(1) *Area A.* Starting at point A located 1500 yards 140° true from Bloody Point Bar Light, thence 3800 yards 349° true to point B, thence 2600 yards 259° true to point C; thence 3800 yards 169° true to point D; thence 2600 yards 79° true to point A.

(2) *Area B.* Starting at point A located 1500 yards 140° true from Bloody Point Bar Light, thence 3800 yards 349° true to point B; thence 2600 yards 259° true to point C; thence 5800 yards 192° true to point E; thence 2000 yards 107° true to point F; thence 4000 yards 41° true to point A.

Points C, E, and F will be marked by lighted buoys.

(b) *The regulations.* (1) No vessel or other craft, except Naval vessels or craft engaged in conducting tests, shall enter or remain in Area A at any time except as provided in subparagraph (3).

(2) No vessel or other craft, except Naval vessels or craft engaged in conducting tests, shall enter or remain in Area B at any time when a red flag or shape by day or a red light by night is displayed on a barge which will be moored bow and stern at a point 2000 yards 333° true from Bloody Point Bar Light, or from any Naval vessel or craft operating in the area, except as provided in subparagraph (3). The signals in the foregoing will be in addition to signals prescribed in § 312.20 Inland and Pilot Rules.

(3) Vessels drawing thirty (30) feet or more may at any time make passage through that part of Area A and B lying between points C and E and a parallel line 800 yards easterly therefrom.

(4) These regulations shall be enforced by the Commandant, Fifth Naval District, through such officers and personnel as may be assigned thereto.

§ 6.5–8 *Restricted Area: Training area for the U. S. Atlantic Fleet, Amphibious Training Command, Cornfield Harbor, St. Mary's County, Maryland*—(a) *The area.* The water area at the mouth of the Potomac River enclosed by the following lines and the shoreline of Cornfield Harbor: A line drawn from the southern extremity of Point Lookout southward through Bell Buoy "2" reflector; thence due south for a distance of 3250 yards from said buoy, thence due west 3750 yards to Spar buoy "16AW"; thence in a northerly direction to Bell Buoy QK Flashing Red "A" south of Cornfield Point.

(b) *The regulations.* No oystering or fishing operations shall be conducted in this area nor shall vessels anchor therein. These regulations shall be enforced by the Commandant, Potomac River Naval Command, Captain of the Port, Washington, D. C., Commanding Officer, Amphibious Training Base, Solomons, Md., the Officer-in-Charge, Amphibious Training Activities, Cornfield Harbor, and such other agencies as the Commandant, PRNC, may designate.

Amend § 6.5–24 (c) to read as follows:

§ 6.5–24 *Prohibited and examination anchorage, Chesapeake Bay.* * * *

(c) Examination anchorage is described as follows: area bounded by lines joining:

Point "X" latitude 36°56'31" N. longitude 76°02'07" W.
Point "Y" latitude 36°56'28" N. longitude 76°01'33" W.
Point "Z" latitude 36°56'06" N. longitude 76°02'02" W.

Amend § 6.5–25 (a) (10) by adding the following notes:

§ 6.5–25 *Hampton Roads and the Harbors of Norfolk and Newport News, Virginia.* (a) * * *

(10) * * *

NOTE 1. See Note 2 under Anchorage B above.

NOTE 2. The following area located within anchorage G is designated as an anchorage for explosive-laden vessels. Beginning at a point located at the southeastern boundary of anchorage G, marked by white Spar buoy "F" thence 233° true 575 yards; thence 327° true 1450 yards; thence 57° true 510 yards to northeastern boundary of anchorage G; thence 145° true 1390 yards to point of beginning.

Add the following sections to Subpart C:

§ 6.5–27 *Restricted Area off Naval Operating Base, Norfolk, Virginia*—(a) *The area.* Beginning at a point on the western shore line of the Naval Operating Base property, which point is 245° true, 1700 yards from the Clock Tower at the Naval Operating Base; thence 279° true 825 yards to the eastern edge of the Norfolk Harbor channel; thence along said eastern edge of Norfolk Harbor channel 4° true 1200 yards to a point; thence 99° true 875 yards to a point on the northwestern corner of the Naval Operating Base property; thence along the western shore line of the Naval Operating Base property; various courses and distances, to the point or place of beginning.

(b) *The regulations.* No commercial vessels, other than those bound to or leaving Naval Operating Base piers, may enter or cross the above described area.

Enforcing officer: Commanding Officer, Naval Operating Base, Norfolk, Virginia.

§ 6.5–28 *Middle River, Frog Mortar Creek, Maryland; prohibited area*—(a) *The area.* That water area of Frog Mortar Creek and connecting waters northward from a place on Wilson Point; latitude 39°18'35" N., longitude 76°24'40" W., to a place on Galloway Point; latitude 39°18'30" N., longitude 76°24'10" W.

(b) *The regulations.* (1) No vessel or craft of any description whatsoever, commercial or pleasure, whether self-propelled or not, shall be permitted to enter or remain within the area except as provided in (b) (2), (4).

(2) The area is open to navigation during sunrise to 0900 daily and 1600 to sunset daily except when Navy seaplanes are in operation, when no vessel or other craft shall enter or remain within the area.

(3) Naval operations of seaplanes will take place at intermittent periods, during which time the area will be patrolled under the direction of the Captain of the Port, Baltimore, Maryland or his duly authorized representative.

(4) The provisions herein shall not apply to U. S. Naval vessels.

§ 6.5–29 *Middle Creek, Maryland; prohibited area; Dark Head Creek*—(a) *The area.* That water area of Dark Head Creek and connecting waters northward from a place on Clark's Point, latitude 39°19'2" N., longitude 76°25'35" W., to a place on the east shore Dark Head Creek, latitude 39°19'2" N., longitude 76°25'30" W.

(b) *The regulations.* No vessel or craft of any description whatsoever, commercial or pleasure, whether self-propelled or not, may enter or operate within the prohibited area described in this section except upon the prior permission of and subject to the conditions prescribed by the Captain of the Port or his duly authorized representative. U. S. Naval vessels are hereby excepted from the above.

§ 6.9–47 *Waters of Lake Erie; aircraft firing zone, Erie, Pennsylvania*—(a) *The area.* (1) A sector of a circle with a radius of 7 miles centered about a shore gun position located approximately 500 feet east of the mouth of Four Mile Creek, and at latitude 42°09'32" and at longitude 80°01'40". The danger zone lies between the bearings 345° and 158°.

(b) *The regulations.* (1) No vessel or other craft shall enter or remain within the area at any time except as provided within paragraph (b) (2).

(2) Vessels having a length of 100 feet or more, proceeding in established lanes, may pass through the area at any time. An observation post will be maintained with a competent person stationed therein to observe the presence of any such vessels in the danger zones. The person in charge of the test firing will cause the cessation or postponement of such operations until such vessels have cleared the area. Vessels shall proceed on their normal course and shall not delay their progress.

(3) The fact that test firing will take place will be indicated by the displaying of a large red flag on shore while firing is in progress. No firing will be undertaken until it has been determined that there is visibility of at least 7 miles.

(4) These regulations shall be enforced by the Captain of the Port, Cleveland, Ohio.

§ 6.13–16 *Emergency Explosive Anchorages: Columbia River, Clatskanie (Beaver), Oregon; Beaver Ammunition Storage Point*—(a) *Anchorage A (Upstream).* Beginning at latitude 46°9'41" N., longitude 123°04'52" W., thence bearing 28° true on a line which intersects the Mayger Lighted Buoy westerly of Fisher Island, as relocated in USCG Notice to Mariners No. 49, dated 25 February, 1944, a distance of 600 feet; thence bearing 308° true a distance of 5,130 feet; thence bearing 220° true a distance of 1200 feet; thence bearing 121° true a distance of 5,370 feet, more or less, to the point of beginning.

(b) *Anchorage B (Downstream).* Beginning at the south end of the dike numbered 66.4 by the U. S. Army Engineers, which point is identical with the location of Light No. 819, as described in USCG Light List, Pacific Coast (1943), known as "Cathlamet Channel Dike South End"; thence bearing 78° true a distance of 6,300 feet, more or less, to the Washington shore of the Columbia River; thence bearing 168° true a distance of 600 feet; thence bearing 256°30' true a distance of 6,300 feet; thence bearing 352° true a distance of 825 feet, more or less, to the point of beginning.

NOTE: The above described areas do not constitute new explosive anchorages for loading explosives, but are intended solely for use in the event of imminent air raid, fire, or other catastrophe, wherein those vessels which may be explosive-laden could proceed to a safe anchorage.

§ 6.13–17 *Strait of Juan de Fuca, Washington: vicinity of Crescent Bay, Tongue Point, and Striped Peak*—(a) *The area.* An area extending 300 yards off shore along the beach between the meridians of 123°40'00" and 123°43'39" West longitude.

(b) *The regulations.* (1) All vessels, other than those being operated by the federal or state government on official business, are prohibited from entering said area except by special authority of the Commanding General, Harbor Defenses of Puget Sound.

(2) The regulations shall be enforced by the District Coast Guard Officer, Thirteenth Naval District, or his authorized representative.

(40 Stat. 220, as amended by 55 Stat. 763, 50 U.S.C. 191, 191a; Proc., June 27, 1940, 5 F.R. 2419; Executive Order, Nov. 1, 1941, 6 F.R. 5581)

JAMES FORRESTAL,
Secretary of the Navy.

Approved: July 6, 1944.

FRANKLIN D ROOSEVELT,
The White House.

[F. R. Doc. 44–10048; Filed, July 6, 1944; 11:01 a. m.]

PART 10—AIR RAID AND BLACKOUT REGULATIONS FOR VESSELS, HARBORS, PORTS, AND WATERFRONT FACILITIES

WESTERN DEFENSE COMMAND, WASHINGTON, OREGON AND CALIFORNIA

Correction

In F.R. Doc. 44–9266, appearing at page 7083 of the issue for Tuesday, June 27, 1944, under § 10.26, Rule 12, paragraph (a) of the paragraph headed *"By night"* should read: "(a) International code signal 'NC' by Morse lights." Under § 10.28, the reference to Rule 3 in Rule 25 should read "Rule 2".

TITLE 41—PUBLIC CONTRACTS

Chapter I—Procurement Division, Department of the Treasury

PART 4—SUPPLIES TO BE PROCURED BY THE PROCUREMENT DIVISION

WOOD, LUMBER AND TIMBER

Paragraph (d) of § 4.1 *Exclusive procurement by Procurement Division; commodities* (41 CFR, Cum. Supp., 4.1) is hereby amended to read as follows:

(d) *Wood, lumber and timber.* Wood, lumber and timber, where the quantity involved in any contemplated purchase consists of a single species of wood and is for a minimum of a carload, but excluding requirements of the War and Navy Departments, the Marine Corps and the Maritime Commission.

(Sec. 1, E.O. 6166, June 10, 1933, sec. 2, Director's Order 73, approved by the President June 10, 1939 (41 CFR 1.2, 3.2), Proc. Div. Circ. Letter No. 566, Supp. No. 3, June 27, 1944.)

[SEAL] CLIFTON E. MACK,
Director of Procurement.

JULY 5, 1944.

[F. R. Doc. 44–10049; Filed, July 8, 1944; 11:19 a. m.]

TITLE 44—PUBLIC PROPERTY AND WORKS

Chapter I—National Archives

PART 2—AUTHENTICATION AND ATTESTATION OF COPIES OF ARCHIVES IN THE CUSTODY OF THE ARCHIVIST OF THE UNITED STATES

DESIGNATION OF AUTHORIZED OFFICIAL

Section 2.1 is amended to read as follows:

§ 2.1 *Designation of authorized official.* The Chief or Acting Chief of the General Reference Division of the National Archives is authorized to authenticate and attest for and in the name of the Archivist of the United States copies or reproductions of archives or records in the official custody of the Archivist. (48 Stat. 1123, 49 Stat. 1821; 44 U.S.C. 300h)

Date: July 6, 1944.

[SEAL] SOLON J. BUCK,
Archivist of the United States.

[F. R. Doc. 44–10016; Filed, July 7, 1944; 2:48 p. m.]

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter II—Office of Defense Transportation

[Administrative Order ODT 15, Amdt. 1]

PART 503—ADMINISTRATION

EXTENSION AND INAUGURATION OF SERVICE: PROPERTY CARRYING MOTOR VEHICLES

Pursuant to the Act of May 31, 1941, as amended by the Second War Powers Act, 1942, Executive Orders 8989, as amended, 9156, 9214, and 9294, and War Production Board Directive 21.

It is hereby ordered, That paragraph (c) of § 503.330 of Administrative Order ODT 15 (9 F.R. 1186) be, and it hereby is, amended to read as follows:

§ 503.330 *Application for approval; property carrying motor vehicles.* * * *

(c) The application shall be filed in the district office of the district in which the applicant's operating headquarters are located.

This Amendment 1 to Administrative Order ODT 15 shall become effective July 10, 1944.

(Act of May 31, 1941, as amended by Second War Powers Act, 1942, 56 Stat. 176, 50 U.S.C. §§ 631 through 645a; E.O. 8989, 6 F.R. 6725 and 8 F.R. 14183; E.O. 9156, 7 F.R. 3349; E.O. 9214, 7 F.R. 6097; E.O. 9294, 8 F.R. 221; W.P.B. Directive 21, 8 F.R. 5834)

Issued at Washington, D. C., this 10th day of July 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

[F. R. Doc. 44–10072; Filed, July 10, 1944; 10:24 a. m.]

TITLE 50—WILDLIFE

Chapter IV—Office of the Coordinator of Fisheries

[Order 1956; Area Coordinator's Gen. Direction H–1]

PART 401—PRODUCTION OF FISHERY COMMODITIES OR PRODUCTS

ALLOCATION OF HALIBUT WITHIN PORTS

Pursuant to Order No. 1956 of the Secretary of the Interior, issued June 13, 1944 (9 F.R. 6780), entitled "Allocation of halibut within ports," which is referred to hereinafter simply as "the order", and because it is deemed necessary to accomplish the purposes of the order, the following General Direction No. H–1 is issued:

§ 401.4 *Allocation of halibut within ports.* (a) In accordance with paragraph (g) of the order, schedules for the supervised allocation of halibut among dealers in certain ports, with the allocation to each dealer of a definite percentage of the total landings of halibut in the port, will be established by subsequent general directions. When such directions have been issued for any port, the purchases of halibut by each dealer in the port should, as nearly as is practicable, be such as to keep his total purchases for the season at all times approximately at the percentage allocation prescribed for him. The issuance of an allocation schedule direction for a port is not an assurance to any dealer that he will be allowed to purchase the named quota for the whole season; any percentage named is subject to reduction for any one of the several reasons as specified in the order.

(b) Each dealer shall keep accurate itemized records of all halibut purchased by him during the season from any source, showing for each purchase the poundage of halibut, and the name or number of the boat or other identification of the source, and showing the total purchases for the season. Records of all halibut purchases shall be posted within 48 hours after delivery date in a form readily available to the representative of the Area Coordinator. On request of the representative of the Area Coordinator, this record shall be produced for his inspection, and the dealer shall sign a statement showing the total halibut purchases by him from all sources during the season to the date of the statement, and certify to the truth of such statement as follows:

I certify that the above information is true to the best of my knowledge and belief, and that I am aware of the penalties for making a false statement as to any matter within the jurisdiction of the Secretary of the Interior under the Act of July 7, 1898, as amended, 18 U.S.C. 81.

(c) If upon such inspection it shall be found, from the dealer's records or other sources, that any dealer in a port where loads have not been individually directed by a representative of the Area Coordinator, has made total purchases considerably more than his prescribed percentage quota, or if at each of two or more successive inspections any such dealer shall be found to have made total purchases for the season appreciably more than his quota, such quota may be reduced appropriately by the Area Coordinator. Excess purchases made prior to the effective date of the order shall be balanced by reduced purchases thereafter as directed by the Area Coordinator or his representative.

(d) In accordance with paragraph (j) of the order, the Area Coordinator or his representative may direct the master of a halibut vessel arriving at a port to deliver his load to a particular dealer. In the absence of such a direction, the mas-

ter of the vessel must deliver its load to some dealer who has a valid permit and whose purchases, according to the information and belief of the master, conform to the approved allocation schedules in the manner described in the preceding paragraphs of this direction. Any delivery of halibut, or any acceptance of halibut, contrary to any such direction, or to the provisions of this paragraph, shall constitute a violation of this general direction and of the order.

(e) If a dealer refuses to accept and unload a halibut trip offered to him in accordance with this general direction, he must unload a vessel if offered to him on the next business day or forfeit the quantity of halibut on the latter trip which quantity shall be considered as received and credited to his percentage allotment. But no load shall be considered offered to the dealer on any particular day unless the vessel is at the dealer's dock ready for unloading by an hour in the afternoon recognized by custom in the port or indicated by reasonable consideration of all the circumstances as the hour when a dealer should be expected to receive and unload a halibut trip.

(f) Where a load of halibut is purchased by a dealer at one port and delivered to him at another, if delivery is made in a fishing vessel, and if only one of the two ports is operating under a percentage allocation schedule, the load shall be considered a part of the percentage assigned to the dealer at such port. The same result shall follow however delivery is made if resorted to for the purpose of evading the allocation schedule. If a load is bought in one allocation port and delivered in another port which is also an allocation port, it shall be computed as a part of the allotment of the dealer at one port or the other in the discretion of the Field Supervisor.

(g) This general direction shall become effective immediately; and purchases by permittees from the beginning of the season shall be included in the computation of landings to which the assigned percentages shall be applied, as provided by paragraph (n) of the order.

Issued this 3d day of July 1944.

V. J. SAMSON,
Area Coordinator, Area I.

[F. R. Doc. 44-10020; Filed, July 7, 1944; 4:03 p.m.]

Notices

TREASURY DEPARTMENT.

Bureau of Customs.

[T. D. 51089]

QUOTA ON CERTAIN FISH ENLARGED

JULY 8, 1944.

The tariff-rate quota for the calendar year 1944 on certain fish dutiable under paragraph 717 (b), Tariff Act of 1930, as modified pursuant to the Canadian Trade Agreement, enlarged.

In accordance with the second proviso to item 717 (b) of Schedule II in the trade agreement with Canada (T. D. 49752), it has been ascertained that the average apparent annual consumption in the United States of fish, fresh or frozen (whether or not packed in ice), filleted, skinned, boned, sliced, or divided into portions, not specially provided for (except cod, haddock, hake, pollock, cusk, and rosefish), in the 3 years preceding 1944, calculated in the manner provided for in the cited agreement, was 121,404,386 pounds. The quantity of such fish that may be imported for consumption during the calendar year 1944 at the reduced rate of duty provided for in that trade agreement is, therefore, increased from 15,000,000 to 18,210,658 pounds. (343.3)

[SEAL] W. R. JOHNSON,
Commissioner of Customs.

[F. R. Doc. 44-10127; Filed, July 10, 1944; 11:28 a. m.]

DEPARTMENT OF THE INTERIOR.

General Land Office.

CALIFORNIA AND NEVADA

MODIFICATION OF GRAZING DISTRICTS CALIFORNIA 2 AND NEVADA 2 AND 3

Under and pursuant to the provisions of the Taylor Grazing Act of June 28, 1934 (48 Stat. 1269), as amended June 26, 1936 (49 Stat. 1976, 43 U.S.C. sec. 315 et seq.), and subject to the limitations and conditions therein contained, California Grazing District No. 2 and Nevada Grazing District Nos. 2 and 3 are modified as follows:

The following-described lands are hereby eliminated from California Grazing District No. 2 and added to Nevada Grazing District No. 3:

CALIFORNIA

MOUNT DIABLO MERIDIAN

T. 22 N., R. 17 E.,
Secs. 1 to 29, inclusive;
Sec. 30, N½ and SE¼;
Sec. 31, E½;
Secs. 32 to 36, inclusive.
T. 23 N., R. 17 E.,
Secs. 1 to 4, inclusive;
Sec. 6, E½;
Secs. 9 to 16, inclusive;
Sec. 17, E½;
Sec. 20, E½;
Secs. 21 to 36, inclusive.
T. 24 N., R. 17 E.,
Secs. 1 and 2;
Secs. 11, 12 and 13;
Sec. 14, N½ and SE¼;
Sec. 23, E½;
Secs. 24, 25, and 26;
Sec. 34, E½;
Secs. 35 and 36.
Tps. 22 and 23 N., R. 18 E.
T. 24 N., R. 18 E., partly unsurveyed, Secs. 7, 18, 19, 30, and 31.

The following-described lands are hereby eliminated from Nevada Grazing District No. 2 and added to Nevada Grazing District No. 3:

NEVADA

MOUNT DIABLO MERIDIAN

T. 19 N., R. 18 E., that part north and west of Truckee River.
Tps. 20 to 26 N., R. 18 E., partly unsurveyed.
T. 27 N., R. 18 E.,
Sec. 17;
Secs. 20, 21 and 22;
Secs. 25 to 29, inclusive;
Secs. 32 to 36, inclusive.
T. 19 N., R. 19 E.,
Secs. 1 to 9, inclusive;
Sec. 10, lots 1, 2, 3, N½, NE¼SW¼, W½SW¼, and NE¼SE¼;
Sec. 11, lots 1 to 5, inclusive, NE¼NE¼, W½NE¼, NW¼, and NW¼SW¼;
Sec. 12, lots 1 to 4, inclusive, and NW¼NW¼;
Sec. 15, lot 1;
Sec. 16, lots 1 to 4, inclusive, and N½NW¼;
Sec. 17, lots 1 to 4, inclusive, and N½;
Sec. 18, lots 1 and 2 in NW¼, lots 1, 2, and 3, in SW¼, lots 1 and 2 in SE¼, NE¼, and N½SE¼;
Sec. 19, lots 1 and 2 in N½NW¼.
Tps. 20 to 26 N., R. 19 E., partly unsurveyed.
T. 27 N., R. 19 E.,
Secs. 12 to 15, inclusive;
Secs. 22 to 28, inclusive;
Secs. 31 to 36, inclusive.
T. 19 N., R. 20 E.,
Secs. 1 to 6, inclusive;
Sec. 7, lots 1 to 6, inclusive, E½NE¼, and NW¼NE¼;
Sec. 8, lots 1 to 4, inclusive, N½, and N½S½;
Secs. 9 and 10;
Sec. 11, lots 1 to 4, inclusive, N½, and N½S½;
Secs. 12 and 13, those parts north of Truckee River;
Sec. 14, lots 1 and 2;
Sec. 15, lots 1 to 4, inclusive, NW¼NE¼, and N½NW¼;
Sec. 16, lots 1 to 4, inclusive, and NE¼NE¼;
Sec. 17, lots 1, 2, and 3.
Tps. 20 to 23 N., R. 20 E., partly unsurveyed.
Tps. 24 to 27 N., R. 20 E., those parts exclusive of Pyramid Lake Indian Reservation.
T. 19 N., R. 21 E., that part north of Truckee River.
Tps. 20, 21, and 22 N., R. 21 E.
Tps. 23 and 24 N., R. 21 E., those parts exclusive of Pyramid Lake Indian Reservation.
Tps. 19 and 20 N., R. 22 E., those parts north of Truckee River.
T. 21 N., R. 22 E.
Tps. 22 and 23 N., R 22 E., those parts exclusive of Pyramid Lake Indian Reservation.
T. 20 N., R. 23 E., that part north of Truckee River.
Tps. 21 and 22 N., R. 23 E., those parts exclusive of Pyramid Lake Indian Reservation.
T. 20 N., R. 24 E., that part north of Truckee River and west of Pyramid Lake Indian Reservation.
T. 21 N., R. 24 E., that part west of Pyramid Lake Indian Reservation.

The following-described lands are hereby eliminated from Nevada Grazing District No. 2 and added to California Grazing District No. 2:

NEVADA

MOUNT DIABLO MERIDIAN

T. 27 N., R. 18 E.,
Secs. 1 to 5, and secs. 8 to 16, inclusive;
Secs. 23 and 24.
Tps. 28 to 47 N., R. 18 E., partly unsurveyed.
T. 27 N., R. 19 E.,
Secs 1 to 11, and secs. 16 to 21, inclusive;
Secs. 29 to 30.
T. 28 N., R. 19 E., that part exclusive of Pyramid Lake Indian Reservation.
T. 29 N., R. 19 E., partly unsurveyed,
Sec. 2, W½;
Secs. 3 to 11, inclusive;
Secs. 14 and 15, those parts exclusive of Pyramid Lake Indian Reservation;
Secs. 16 to 22, inclusive;
Secs. 23 and 26, those parts exclusive of Pyramid Lake Indian Reservation;
Secs. 27 to 34, inclusive;
Sec. 35, that part exclusive of Pyramid Lake Indian Reservation.
T. 30 N., R. 19 E.,
Secs. 1 to 12, inclusive;
Sec. 13, N½;
Secs. 14 to 21, inclusive;
Sec. 22, NW¼;
Secs. 28 to 33, inclusive;
Sec. 34, SW¼.

Tps. 31 to 47 N., R. 19 E., partly unsurveyed.
T. 28 N., R. 20 E., that part west of Pyramid Lake Indian Reservation.
Tps. 37 to 47 N., R. 20 E., partly unsurveyed.
Tps. 37 to 44 N., R. 21 E.
T. 45 N., R. 21 E.,
Secs. 19 to 36, inclusive.
T. 46 N., R. 21 E.,
Secs. 1 to 18, inclusive.
T. 47 N., R. 21 E.
Tps. 37 to 44 N., R. 22 E., partly unsurveyed.
T. 45 N. R. 22 E.,
Secs. 1, 2, and 3;
Secs. 10 to 15, and secs. 19 to 36, inclusive.
T. 46 N., R. 22 E.,
Secs. 1 to 18, and secs. 22 to 27, inclusive;
Secs. 34, 35, and 36.
T. 47 N., R. 22 E.
T. 40 N., R. 22½ E.
Tps. 39 to 47 N., R. 23 E.
T. 46 N., R. 23½ E.
Tps. 43 to 47 N., R. 24 E., partly unsurveyed.
Tps. 43 and 44 N., R. 24½ E.
Tps. 43 to 47 N., R. 25 E., partly unsurveyed.
Tps. 43 to 47 N., R. 26 E., partly unsurveyed.

MICHAEL W. STRAUS,
Acting Secretary of the Interior.

JUNE 28, 1944.

[F. R. Doc. 44-10017; Filed, July 7, 1944; 4:03 p. m.]

UTAH

MODIFICATION OF GRAZING DISTRICTS 8 AND 9

Under and pursuant to the provisions of the Taylor Grazing Act of June 28, 1934 (48 Stat. 1269), as amended June 26, 1936 (49 Stat. 1976, 43 U.S.C. sec. 315 et seq.), and subject to the limitations and conditions therein contained, Utah Grazing Districts Nos. 8 and 9 are hereby modified as follows:

The following-described lands are hereby eliminated from Utah Grazing District No. 8 and added to Utah Grazing District No. 9:

UTAH

SALT LAKE MERIDIAN

T. 18 S., R. 16 E.,
Sec. 25, lot 3;
Sec. 36, lot 1.
T. 15 S., R. 17 E., unsurveyed.
Sec. 13, NE¼, SE¼NW¼, E½SW¼, and SE¼;
Sec. 22, S½SE¼;
Sec. 23, SE¼NE¼, NE¼SW¼, S½SW¼, and SE¼;
Sec. 24, NE¼, NE¼NW¼, S½NW¼, and S½;
Secs. 25 and 26;
Sec. 27, NE¼, E½NW¼, and S½;
Sec. 28, NE¼SE¼ and S½SE¼;
Sec. 33, that part east of Green River;
Secs. 34 and 35;
Sec. 36, N½, N½SW¼, and NW¼SE¼.
Tps. 16, 17, and 18 S., R. 17 E., partly unsurveyed, those parts east of Green River,
T. 15 S., R. 18 E.,
Sec. 7, SE¼SE¼;
Sec. 8, SE¼SW¼ and SE¼SE¼;
Sec. 9, SW¼SW¼ and SE¼SE¼;
Sec. 10, S½SW¼ and SW¼SE¼;
Sec. 14, NW¼NW¼;
Sec. 15, N½N½, SW¼NW¼, and NW¼SW¼;
Sec. 16, NE¼NE¼, S½NE¼, NW¼NW¼, S½NW¼, and S½;
Sec. 17, E½NE¼, NW¼, and S½;
Sec. 18, lots 3, 4, E½NE¼, E½NW¼, E½SW¼, and SE¼;
Secs. 19 and 20;
Sec. 21, NE¼ and W½;
Sec. 22, W½NW¼, and NW¼SW¼;
Sec. 28, W½NE¼, W½, NE¼SE¼, and W½SE¼;
Sec. 29, NE¼, E½NW¼, NW¼NW¼, E½SW¼, and SE¼;
Sec. 30, lots 1 to 4, inclusive, NE¼NE¼, W½NE¼, and E½NW¼;
Sec. 31, lots 1 and 2;
Sec. 32, NE¼, E½NW¼, SE¼SW¼, NE¼SE¼, and W½SE¼;
Sec. 33, W½NE¼, NW¼, N½SW¼, and NW¼SE¼.
T. 16 S., R. 18 E.,
Sec. 3, lots 1 to 4, inclusive, and W½SE¼;
Sec. 10, NW¼SW¼ and S½SW¼;
Sec. 17, lots 3, 4, SE¼NE¼, and SE¼;
Sec. 20;
Sec. 21, NW¼, NW¼SW¼, and S½SE¼;
Sec. 22, SW¼SW¼;
Sec. 26, SW¼SW¼;
Sec. 27, SW¼NE¼, W½, and SE¼;
Sec. 28;
Secs. 29, 32, 33, and 34;
Sec. 35, W½NE¼, W½, and W½SE¼.
Tps. 17 and 18 S., R. 18 E., unsurveyed.
T. 16 S., R. 19 E.,
Sec. 31, lots 2, 3, 4, SE¼NW¼, E½SW¼, and SE¼;
Sec. 32, SW¼ and SW¼SE¼.
T. 17 S., R. 19 E.,
Sec. 5, N½ and N½SW¼;
Sec. 6;
Sec. 7, W½NE¼, SE¼NE¼, W½, and SE¼;
Sec. 8, W½SW¼ and SE¼SW¼;
Sec. 17, W½NE¼, W½, and W½SE¼;
Secs. 18 and 19;
Sec. 20, W½NE¼, W½, and W½SE¼;
Sec. 29, NE¼NE¼, W½NE¼, NW¼, NE¼SW¼, and W½SW¼;
Sec. 30;
Sec. 31, W½ and SW¼SE¼.
T. 18 S., R. 19 E.,
Sec. 5, SW¼ and SW¼SE¼;
Sec. 6, W½ and SE¼;
Sec. 7;
Sec. 8, NE¼, W½, and NW¼SE¼;
Sec. 16, W½NE¼, NE¼NW¼, S½NW¼, SW¼, NW¼SE¼ and S½SE¼;
Sec. 17, S½NE¼, W½, and SE¼;
Secs. 18 to 21, inclusive;
Sec. 22, W½NE¼, NW¼, NE¼SW¼, and W½SW¼;
Sec. 27, W½NE¼, W½, and W½SE¼;
Secs. 28 to 33, inclusive;
Sec. 34, W½NE¼, SE¼NE¼, W½, and SE¼;
Sec. 35, SW¼NE¼, S½NW¼, SW¼, and NW¼SE¼.
T. 17 S., R. 20 E.,
Sec. 1, that part west of Willow Creek Canyon;
Sec. 2, SE¼NE¼ and SE¼;
Sec. 11, E½;
Secs. 12 and 13, those parts west of Willow Creek Canyon;
Sec. 14, NE¼, E½SW¼, and SE¼;
Sec. 22, SE¼NE¼, NE¼SE¼, and S½SE¼;
Secs. 23, 24, 26, and 27, those parts west of Willow Creek Canyon;
Sec. 28, SE¼SE¼;
Sec. 33, NE¼NE¼, S½NE¼, SE¼SW¼, and SE¼;
Sec. 34, that part west of Willow Creek Canyon.
T. 18 S., R. 20 E.,
Sec. 3, that part west of Willow Creek Canyon;
Sec. 4, lots 1, 2, 3, S½NE¼, SE¼NW¼, and S½;
Sec. 8, E½E½;
Sec. 9, N½ and SW¼;
Sec. 16, W½;
Sec. 17, NE¼NE¼, S½NE¼, and SE¼;
Sec. 20, NE¼, E½NW¼, and S½;
Sec. 21, W½;
Sec. 28, W½;
Sec. 29;
Sec. 30, SE¼NE¼ and E½SE¼;
Sec. 31, E½NE¼, NE¼SE¼, and S½SE¼;
Sec. 32;
Sec. 33, W½.
T. 19 S., R. 20 E.,
Sec. 4, W½;
Sec. 5;
Sec. 6, lot 7 and E½;
Secs. 7 and 8;
Sec. 9, W½;
Sec. 16, W½;
Secs. 17 and 18.
T. 15 S., R. 25 E.,
Sec. 9, lots 2, 3, 4, SW¼NE¼, W½NW¼, SE¼NW¼, and S½;
Sec. 10, lots 3, 7, 8, 9, W½SW¼, SE¼SW¼, and SW¼SE¼;
Sec. 13, S½NW¼ and SW¼;
Sec. 14, lots 1, 2, S½NE¼, W½, and SE¼;
Secs. 15 and 16;
Sec. 17, NE¼SE¼ and S½SE¼;
Sec. 20, NE¼, SE¼NW¼, NE¼SW¼, S½SW¼ and SE¼;
Secs. 21, 22, and 23;
Sec. 24, NW¼ and those parts of S½NE¼ and S½ in Uintah County;
Secs. 25, 26, and 27, those parts in Uintah County;
Secs. 28 and 29;
Sec. 30, SE¼NE¼, NE¼SE¼, and S½SE¼;
Sec. 31, E½;
Secs. 32 and 33;
Sec. 34, that part in Uintah County.
T. 15 S., R. 26 E.,
Sec. 19, lot 2, that part in Uintah County.

The following-described lands are hereby eliminated from Utah Grazing District No. 9 and added to Utah Grazing District No. 8:

T. 17 S., R. 20 E.,
Secs. 1 and 12, those parts east of Willow Creek Canyon.
T. 17 S., R. 21 E.,
Secs. 1 to 14, inclusive;
Sec. 15, N½, N½SW¼, SE¼SW¼, and SE¼;
Sec. 16, N½ and N½S½;
Sec. 17, N½ and N½S½;
Sec. 18, lots 1, 2, 4, NE¼, E½NW¼, and NE¼SE¼;
Sec. 22, N½NE¼;
Sec. 23, NE¼, N½NW¼, and E½SE¼;
Sec. 24;
Sec. 25, NE¼, N½NW¼, SE¼NW¼, N½SE¼, and SE¼SE¼.
T. 15½ S., R. 22 E.,
Secs. 35 and 36.
T. 16 S., R. 22 E.,
Secs. 1, 2, and secs. 11 to 14, inclusive;
Secs. 23 and 24;
Sec. 25, NW¼NE¼, NW¼, N½SW¼, and SW¼SW¼;
Sec. 26;
Sec. 35, N½NE¼, SW¼NE¼, NW¼, and S½.
T. 17 S., R. 22 E., unsurveyed;
Sec. 2, NE¼NE¼, S½NE¼, NW¼NW¼, N½SE¼, and SE¼SE¼;
Sec. 3, N½NE¼, NW¼, and NW¼SW¼;
Secs. 4 to 8, inclusive;
Sec. 9, N½NW¼, SW¼NW¼, and W½SW¼;
Sec. 16, N½NW¼;
Sec. 17, NE¼NE¼, NW¼, and W½SW¼;
Sec. 18;
Sec. 19, lots 1 to 4, inclusive, NW¼NE¼, and E½NW¼;
Sec. 20, NW¼NW¼;
Sec. 22, E½NW¼.
T. 15½ S., R. 24 E.
T. 16 S., R. 24 E.,
Sec. 1, lots 2, 3, 4, and S½NW¼;
Sec. 2, N½;

Agreement, enlarged.

In accordance with the second proviso to item 717 (b) of Schedule II in the trade agreement with Canada (T. D. 49752), it has been ascertained that the

Sec. 17;
Secs. 20, 21 and 22;
Secs. 25 to 29, inclusive;
Secs. 32 to 36, inclusive.

Secs. 14 to 21, inclusive;
Sec. 22, NW¼;
Secs. 28 to 33, inclusive;
Sec. 34, SW¼.

Sec. 17, E½NE¼, NW¼, and S½;
Sec. 18, lots 3, 4, E½NE¼, E½NW¼, E½SW¼, and SE¼;
Secs. 19 and 20;

Sec. 30, SE¼NE¼ and E½SE¼;
Sec. 31, E½NE¼, NE¼SE¼, and S½SE¼;
Sec. 32;
Sec. 33, W½.

Sec. 22, E½NW¼.
T. 15½ S., R. 24 E.
T. 16 S., R. 24 E.,
Sec. 1, lots 2, 3, 4, and S½NW¼;
Sec. 2, N½;

Sec. 3, N½, N½SW¼, and NW¼SE¼;
Sec. 4, lots 1 to 5, inclusive, SW¼NE¼, SE¼NW¼, and NE¼SW¼;
Sec. 5, lots 1 to 4, inclusive, SW¼NW¼, and NW¼SW¼;
Sec. 6, N½, SW¼, N½SE¼, and SW¼SE¼;
Sec. 7, lots 1, 2, NW¼NE¼, and E½NW¼.
T. 15½ S., R. 25 E.,
Sec. 31;
Sec. 32, lots 1 to 4, inclusive, N½SW¼, SW¼SW¼, and SE¼;
Sec. 33, W½.
T. 16 S., R. 25 E.,
Sec. 4, lots 3, 4, SW¼NE¼, and S½NW¼;
Sec. 5, lot 1;
Sec. 6, lots 2, 3, and 4.

MICHAEL W. STRAUS,
Acting Secretary of the Interior.

JULY 1, 1944.

[F. R. Doc. 44-10018; Filed, July 7, 1944; 4:03 p. m.]

DEPARTMENT OF LABOR.

Office of the Secretary.

[WLD-26]

BLACK DIAMOND MOTOR FREIGHT, ET AL.

FINDINGS AS TO CONTRACTS IN PROSECUTION OF THE WAR

In the matter of Black Diamond Motor Freight, Bolus Motor Lines, Greggs Motor Lines, Primo Carianelli, and White Line Express, Scranton, Pennsylvania; Case No. S-1001.

Pursuant to section 2 (b) (3) of the War Labor Disputes Act (Pub. No. 89, 78th Cong., 1st sess.) and the Directive of the President dated August 10, 1943 published in the FEDERAL REGISTER, August 14, 1943, and

Having been advised of the existence of a labor dispute involving the Black Diamond Motor Freight, Bolus Motor Lines, Greggs Motor Lines, Primo Marianelli, and White Line Express, all of Scranton, Pennsylvania;

I find that the transportation by motor vehicle of gun mounts, parachutes, textiles, clothing for the Army and the Navy, and other vital war materials by the above-named trucking lines pursuant to any contracts, oral or written, is contracted for in the prosecution of the war within the meaning of section 2 (b) (3) of the War Labor Disputes Act.

Signed at Washington, D. C., this 8th day of July 1944.

FRANCES PERKINS,
Secretary of Labor.

[F. R. Doc. 44-10115; Filed, July 10, 1944; 11:54 a. m.]

INTERSTATE COMMERCE COMMISSION.

[S. O. 70-A, Special Permit 349]

RECONSIGNMENT OF ONIONS AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, July 5, 1944, by Wilensky & Company, of cars ART 24103 and SFRD 33466, onions, now on the Chicago Produce Terminal, to Wheaton, Illinois, for unloading into storage.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 5th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10041; Filed, July 8, 1944; 10:47 a. m.]

[S. O. 70-A, Special Permit 350]

RECONSIGNMENT OF POTATOES AT KANSAS CITY, KANS.-MO.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Kansas City, Missouri-Kansas, July 7, 1944, by L. S. Taube Company, of car MERX 4071, potatoes, now on the A. T. & S. F. Railway, to Ottumwa, Iowa (Milw.).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 5th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10042; Filed, July 8, 1944; 10:47 a. m.]

[S. O. 70-A, Special Permit 351]

RECONSIGNMENT OF ORANGES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, July 5, 1944, by Justman Frankenthal (United Produce Company), of car SFRD 20513, oranges, now on the Chicago Produce Terminal, to Justman Frankenthal, Philadelphia, Pennsylvania.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 5th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10043; Filed, July 8, 1944; 10:47 a. m.]

[S. O. 70-A, Special Permit 352]

RECONSIGNMENT OF CAR MDT 4938 AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, July 5, 1944, by National Produce Company of car MDT 4938, on the Chicago Produce Terminal, to Hyman Goldsant Company, New York, New York.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 5th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10044; Filed, July 8, 1944; 10:47 a. m.]

[S. O. 200, Special Permit 122]

REICING OF POTATOES AT JERSEY CITY, N. J.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F. R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice, one time only, at Pennsylvania Railroad Hold Yard, Jersey City, New Jersey, as ordered by William N. Feinstein & Company, the following cars potatoes billed for export.

FGE 14270	FGE 65176
FGE 35845	FGE 52496
FGE 67241	BREX 75311
FGE 35100	WFE 66158

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 5th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10045; Filed, July 8, 1944; 10:47 a. m.]

[S. O. 200, Special Permit 123]

REICING OF POTATOES AT KANSAS CITY, MO.-KANS.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice, one time only, at Kansas City, Missouri-Kansas, not later than July 8, 1944, as ordered by Michael Swanson Brady Produce Company, car PGE 21021, potatoes, on the A. T. & S. F. Railway, account reconditioned to be reconsigned.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 6th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10046; Filed, July 8, 1944; 10:47 a. m.]

[S. O. 217]

UNLOADING OF FLAVORING SYRUP AT DULUTH, MINN.

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 7th day of July, A. D. 1944.

It appearing that a car C&NW 76004 containing flavoring syrup in barrels at Duluth, Minnesota, on the Chicago, St. Paul, Minneapolis and Omaha Railway Company, has been on hand for an unreasonable length of time and that the delay in unloading said car is impeding its use; in the opinion of the Commission an emergency exists requiring immediate action:

It is ordered, That:

Flavoring syrup at Duluth, Minnesota, on the Chicago, St. Paul, Minneapolis and Omaha Railway Company, to be unloaded. (a) The Chicago, St. Paul, Minneapolis and Omaha Railway Company, its agents or employees, shall unload forthwith car C&NW 76004 containing flavoring syrup imported from Cuba now on hand at Duluth, Minnesota. This shipment is covered by C. St. P. M. & O. waybill F-3057 ECG and was originally loaded into car CRI&P 146279 at West Palm Beach, Florida.

(b) Said carrier shall notify the Director of the Bureau of Service, Interstate Commerce Commission, Washington, D. C., when such carload of flavoring syrup has been completely unloaded. Upon receipt of such notice this order shall expire. (40 Stat. 101, sec. 402, 41 Stat. 476, sec. 4, 54 Stat. 901, 911; 49 U.S.C. 1 (10)-(17) 15 (2))

It is further ordered, That this order shall become effective immediately, and that a copy of this order and direction shall be served upon The Chicago, St. Paul, Minneapolis and Omaha Railway Company and upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and that notice of this order be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

By the Commission, Division 3.

[SEAL] W. P. BARTEL,
Secretary.

[F. R. Doc. 44-10047; Filed, July 8, 1944; 10:47 a. m.]

[S. O. 207, 2d Amended General Permit 1]

HOLDING OF FRUITS AND VEGETABLES FOR ORDERS, RECONSIGNMENT, ETC.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.38, 9 F.R. 5316) of Service Order No. 207 of May 16, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard the provisions of Service Order No. 207 insofar as it applies to all cars loaded with the commodities named therein, except potatoes and watermelons.

This permit shall become effective at 12:01 a. m., July 11, 1944, and shall expire 12:01 a. m., July 21, 1944.

The waybills shall show refenrece to this general permit.

A copy of this general permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 8th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10089; Filed, July 10, 1944; 11:32 a. m.]

OFFICE OF ALIEN PROPERTY CUSTODIAN.

[Vesting Order 3837]

HERMAN HERZOG

In re: Mortgages, bank accounts and interest in insurance policies owned by Herman Herzog, if living, and, if dead, by his unknown heirs, distributees or legatees.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That the last known address of Herman Herzog, also known as Hermann Herzog, is Treifelweg 8, Greiz in Vogtland, Germany and that he is a resident of Germany and a national of a designated enemy country (Germany);

2. That if Herman Herzog is dead, his unknown heirs, legatees or distributees are residents of Germany and are nationals of a designated enemy country (Germany);

3. That Herman Herzog, if living, and, if dead, his unknown heirs, legatees or distributees, are the owners of the property described in paragraph 4 hereof;

4. That the property described as follows:

a. A certain mortgage executed by Max Fisher, Bertha Fisher, his wife, and Marie Hungerbuhler, as mortgagors, on May 15, 1925, in favor of Herman Herzog, as mortgagee, and recorded in the Office of the County Clerk of Nassau County, New York, on May 28, 1925 in Liber 766 of Mortgages, at page 117, and any and all obligations secured by said mortgage, including but not limited to all security rights in and to any and all collateral (including the aforesaid mortgage) for any and all such obligations, and the right to enforce and collect such obligations, and the right to the possession of any and all notes, bonds or other instruments evidencing such obligations, and

b. A certain mortgage executed by Max Fisher, Bertha Fisher, his wife, and Marie Hungerbuhler, as mortgagors, on May 15, 1925, in favor of Herman Herzog, as mortgagee, and recorded in the Office of the County Clerk of Nassau County, New York, on May 28, 1925 in Liber 766 of Mortgages, at page 119, and any and all obligations secured by said mortgage including but not limited to all security rights in and to any and all collateral (including the aforesaid mortgage) for any and all such obligations, and the right to enforce and collect such obligations, and the right to the possession of any and all notes, bonds or other instruments evidencing such obligations, and

c. A certain mortgage executed by William F. Schramm and Margaretha C. Schramm, his wife, as mortgagors, on February 20, 1917, in favor of Hermann Herzog, as mortgagee, and recorded in the Office of the Register of the County of Kings, New York, on November 14, 1918 in Liber 4482 of Mortgages, at page 172, and any and all obligations secured by said

mortgage including but not limited to all security rights in and to any and all collateral (including the aforesaid mortgage) for any and all such obligations, and the right to enforce and collect such obligations, and the right to the possession of any and all notes, bonds or other instruments evidencing such obligations, and

d. A certain mortgage executed by Gustav Richter and Anna Richter, his wife, as mortgagors, on July 6, 1908, in favor of Anna Lammle, as mortgagee, and recorded in the Office of the Register of Queens County, New York, on July 6, 1908 in Liber 1115 of Mortgages, at page 370, and any and all obligations secured by said mortgage including but not limited to all security rights in and to any and all collateral (including the aforesaid mortgage) for any and all such obligations, and the right to enforce and collect such obligations, and the right to the possession of any and all notes, bonds or other instruments evidencing such obligations, and

e. All right, title and interest of Herman Herzog or the unknown heirs, legatees or distributees of Herman Herzog in and to the following insurance policies:

(1) Fire insurance policy No. 152637 issued by the Fidelity & Guaranty Fire Corporation insuring the premises covered by the mortgage described in subparagraph 4–a hereof.

(2) Fire insurance policy No. 152636 issued by the Fidelity & Guaranty Fire Corporation insuring the premises covered by the mortgage described in subparagraph 4–b hereof,

(3) Fire insurance policy No. 38426 issued by the Rhode Island Insurance Company insuring the premises covered by the mortgage described in subparagraph 4–c hereof,

(4) Fire insurance policy No. 85297 issued by The World Fire & Marine Insurance Company insuring the premises covered by the mortgage described in subparagraph 4–d hereof, and

f. All right, title, interest and claim of Herman Herzog or the unknown heirs, legatees or distributees of Herman Herzog in and to the sum of $2,000, constituting a portion of Account No. 64475 in the Hamburg Savings Bank, 1451 Myrtle Avenue, Brooklyn, New York, which is due and owing to and held for and in the name of Herman Herzog, including but not limited to all security rights in and to any and all collateral for any and all of such account or portion thereof, and the right to enforce and collect the same,

is property within the United States owned or controlled by a national or nationals of a designated enemy country (Germany);

And determining that the property described in subparagraphs 4–e and 4–f hereof is necessary for the maintenance and safeguarding of other property (namely, that property described in subparagraphs 4–a, 4–b, 4–c and 4–d hereof) belonging to the same national or nationals of the same designated enemy country and subject to vesting (and in fact vested by this order) pursuant to section 2 of said Executive order:

And further determining that to the extent that such national or nationals are persons not within a designated enemy country, the national interest of the United States requires that such person or persons be treated as nationals of a designated enemy country (Germany);

And having made all determinations and taken all action, after appropriate consultation and certification required by law, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described in paragraph 4 hereof, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest, and for the benefit, of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account, or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall this order be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC–1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity, or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on June 19, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10073; Filed, July 10, 1944; 10:42 a. m.]

LUCY MOSCATI, ET AL.

ORDER FOR AND NOTICE OF HEARING

In the matter of: Lucy Moscati, Vincent Spizuoco, Louise Ruggieri, John J. Spizuoco, Jr., Paul Spizuoco.

Whereas, by Vesting Order No. 1142 of March 25, 1943, (8 F.R. 6187), as amended, by amendment of Vesting Order No. 1142 of November 9, 1943 (8 F.R. 15616), the Alien Property Custodian vested certain real property situated in the Borough of Brooklyn, County of Kings, City and State of New York, known as 360 Leonard Street, particularly described in said vesting order, together with all hereditaments, fixtures, improvements, and appurtenances thereto, and any and all claims for rents, refunds, benefits, or other payments arising from the ownership of such property as the property of a national of a designated enemy country (Italy); and

Whereas, Lucy Moscati, Vincent Spizuoco, Louise Ruggieri, John J. Spizuoco, Jr., and Paul Spizuoco have filed notice of Claim No. 863 which asserts that each of them is a citizen and resident of the United States and that each of them is an owner of an interest in the said real property, so vested.

Now therefore, It is ordered, Pursuant to the regulations heretofore issued by the Alien Property Custodian, as amended, (8 F.R. 16709), that a hearing on said claim be held before the Vested Property Claims Committee or any member or members thereof on Saturday, July 29, 1944, at 9:30 a. m. eastern war time, at the Office of the Alien Property Custodian, 120 Broadway, New York, N. Y., to continue thereafter at such time and place as the Committee may determine. *It is further ordered,* That copies of this notice of hearing be served by registered mail upon the claimants and upon the person designated in paragraph 2 of the said notice of claim, and be filed with the Division of the Federal Register.

Any person desiring to be heard either in support of or in opposition to the claim may appear at the hearing, and is requested to notify the Vested Property Claims Committee, Office of Alien Property Custodian, National Press Building, 14th and F Streets NW., Washington (25), D. C., on or before July 25, 1944.

The foregoing characterization of the claim is for informational purposes only, and shall not be construed to constitute an admission or an adjudication by the Office of Alien Property Custodian as to the nature or validity of the claim. Copies of the claim and of the said vesting order are available for public inspection at the address last above stated.

By authority of the Alien Property Custodian.

Date: July 7, 1944.

[SEAL] VESTED PROPERTY CLAIMS COMMITTEE,
JOHN C. FITZGERALD,
Chairman.

[F. R. Doc. 44–10075; Filed, July 10, 1944; 10:42 a. m.]

AMERICAN CYANAMID CO. AND LAWRENCE HARBURY

NOTICE OF SUMMARY PROCEEDING FOR ALLOWANCE OF CLAIMS

In the matter of the claims of:

American Cyanamid Company, APC–17 re Patent No. 1,734,603 (now Reissue Patent No. 20,383), vested by Vesting Order No. 201.

Lawrence Harbury, formerly Lodewijk Hamburger, APC–10 re Patent No. 2,198,165, vested by Vesting Order No. 671.

The Alien Property Custodian having by the vesting orders above identified vested the above described property as property of nationals of a foreign country; and each claimant above identified having filed a notice of claim alleging that said claimant is the owner of the property described in each notice of claim respectively and that said claimant is not a national of a designated enemy country; and recommendation for allowance of each of said claims having been submitted:

Notice is hereby given, pursuant to section 501.1 (h) of the Regulations of the Office of Alien Property Custodian (8 F.R. 16709), that copies of the said vesting orders, claims and recommendations are available for public inspection in Room 633, Office of Alien Property Custodian, National Press Building, 14th and F Streets N. W., Washington, D. C., and that any person asserting any objection to allowance of the claims shall on or before July 22, 1944, file with the undersigned at the above address an application for a hearing accompanied by a statement of the reasons therefor.

The foregoing characterizations of the claims are for informational purposes only, and shall not be construed to constitute an admission or an adjudication by the Office of Alien Property Custodian as to the nature or validity of the claims.

By authority of the Alien Property Custodian.

[SEAL] VESTED PROPERTY CLAIMS COMMITTEE,
JOHN C. FITZGERALD,
Chairman.

Dated: July 8, 1944.

[F. R. Doc. 44–10074; Filed, July 10, 1944; 10:42 a. m.]

OFFICE OF DEFENSE TRANSPORTATION.

[Supp. Order ODT 3, Rev. 245]

COMMON CARRIERS

COORDINATED OPERATIONS BETWEEN POINTS IN NEW JERSEY AND NEW YORK

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof to facilitate compliance with the requirements and purposes of General Order ODT 3, Revised, as amended, (7 F.R. 5445, 6689, 7694; 8 F.R. 4660, 14582; 9 F.R. 2793, 3264, 3357, 6778) a copy of which plan is attached hereto as Appendix 2,[1] and

It appearing that the proposed coordination of operations is necessary in order to assure maximum utilization of the facilities, services, and equipment, and to conserve and providently utilize vital equipment, materials, and supplies, of the carriers, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered,* That:

1. The plan for joint action above referred to is hereby approved and the carriers are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or supplements to filed tariffs, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or supplements to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers' possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. Withdrawal of a carrier from participation in the plan for joint action hereby approved shall not be made without prior approval of the Office of Defense Transportation.

7. The provisions of this order shall be binding upon any successor in interest to any carrier named in this order. Upon a transfer of any operation involved in this order, the successor in interest and the other carriers named in this order forthwith shall notify, in writing, the Office of Defense Transportation of the transfer and, unless and until otherwise ordered, the successor in interest shall perform the functions of his predecessor in accordance with the provisions of this order.

8. The plan for joint action hereby approved and all contractual arrangements made by the carriers to effectuate the plan shall not continue in operation beyond the effective period of this order.

9. Communications concerning this order should refer to it by the supplementary order number which appears in the caption hereof, and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Washington 25, D. C.

This order shall become effective July 12, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 8th day of July 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

APPENDIX 1

1. Appel Bros. Inc., Jersey City, N. J.
2. Burg Trucking Corp., New York City, N. Y.
3. Nicholas Portantiero, doing business as Elson Trucking Co., New York City, N. Y.
4. Fred Stock Inc., Maplewood, N. J.
5. Weston Trucking & Forwarding Co. Inc., Jersey City, N. J.

[F. R. Doc. 44–10040; Filed, July 8, 1944; 10:11 a. m.]

[1] Filed as part of the original document.

[Supp. Order ODT 3, Rev. 247]

COMMON CARRIERS

COORDINATED OPERATIONS BETWEEN POINTS IN NEBRASKA

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof to facilitate compliance with the requirements and purposes of General Order ODT 3, Revised, as amended (7 F.R. 5445, 6689, 7694; 8 F.R. 4660, 14582; 9 F.R. 2793, 3264, 3357, 6778) a copy of which plan is attached hereto as Appendix 2,[1] and

It appearing that the proposed coordination of operations is necessary in order to assure maximum utilization of the facilities, services, and equipment, and to conserve and providently utilize vital equipment, materials, and supplies, of the carriers, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered,* That:

1. The plan for joint action above referred to is hereby approved and the carriers are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or supplements to filed tariffs, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or supplements to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectu-

ation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers' possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. Withdrawal of a carrier from participation in the plan for joint action hereby approved shall not be made without prior approval of the Office of Defense Transportation.

7. The provisions of this order shall be binding upon any successor in interest to any carrier named in this order. Upon a transfer of any operation involved in this order, the successor in interest and the other carriers named in this order forthwith shall notify, in writing, the Office of Defense Transportation of the transfer and, unless and until otherwise ordered, the successor in interest shall perform the functions of his predecessor in accordance with the provisions of this order.

8. The plan for joint action hereby approved and all contractual arrangements made by the carriers to effectuate the plan shall not continue in operation beyond the effective period of this order.

9. Communications concerning this order should refer to it by the supplementary order number which appears in the caption hereof, and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Washington 25, D. C.

This order shall become effective July 12, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 8th day of July 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

APPENDIX 1

Robert Y. Ross, doing business as Ross Transfer, Crawford, Nebr.
Dwight E. Dam, doing business as Valentine Motor Line, Valentine, Nebr.

[F. R. Doc. 44-10039; Filed, July 8, 1944; 10:11 a. m.]

[Supp. Order ODT 3, Rev. 248]

COMMON CARRIERS

COORDINATED OPERATIONS BETWEEN ST. LOUIS, MO., AND POINTS IN ILLINOIS

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof to facilitate compliance with the requirements and purposes of General Order ODT 3, Revised, as amended (7 F.R. 5445, 6689, 7694; 8 F.R. 4660, 14582; 9 F.R. 2793, 3264, 3357, 6778), a copy of which plan is attached hereto as Appendix 2,[1] and

It appearing that the proposed coordination of operations is necessary in order to assure maximum utilization of the facilities, services, and equipment, and to conserve and providently utilize vital equipment, materials, and supplies, of the carriers, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered*, That:

1. The plan for joint action above referred to is hereby approved and the carriers are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or supplements to filed tariffs, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or supplements to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers' possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. Withdrawal of a carrier from participation in the plan for joint action hereby approved shall not be made without prior approval of the Office of Defense Transportation.

7. The provisions of this order shall be binding upon any successor in interest to any carrier named in this order. Upon a transfer of any operation involved in this order, the successor in interest and the other carriers named in this order forthwith shall notify, in writing, the Office of Defense Transportation of the transfer and, unless and until otherwise ordered, the successor in interest shall perform the functions of his predecessor in accordance with the provisions of this order.

8. The plan for joint action hereby approved and all contractual arrangements made by the carriers to effectuate the plan shall not continue in operation beyond the effective period of this order.

9. Communications concerning this order should refer to it by the supplementary order number which appears in the caption hereof, and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Washington 25, D. C.

This order shall become effective July 12, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 8th day of July 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

APPENDIX 1

1. Oscar Primrose and Ralph J. Primrose, doing business as Primrose & Son Transfer & Express Company, St. Louis, Mo.
2. Charles Ohley, doing business as Ohley Transfer Company, Alton, Ill.

[F. R. Doc. 44-10038; Filed, July 8, 1944; 10:10 a. m.]

[Supp. Order ODT 3, Rev. 249]

COMMON CARRIERS

COORDINATED OPERATIONS BETWEEN POINTS IN MISSOURI, KANSAS AND NEBRASKA

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof to facilitate compliance with the requirements and purposes of General Order ODT 3, Revised, as amended (7 F.R. 5445, 6689, 7694; 8 F.R. 4660, 14582; 9 F.R. 2793, 3264, 3357, 6778), a copy of which plan is attached hereto as Appendix 2,[1] and

[1] Filed as part of the original document.

It appearing that the proposed coordination of operations is necessary in order to assure maximum utilization of the facilities, services, and equipment, and to conserve and providently utilize vital equipment, materials, and supplies, of the carriers, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered*, That:

1. The plan for joint action above referred to is hereby approved and the carriers are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or supplements to filed tariffs, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or supplements to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers' possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. Withdrawal of a carrier from participation in the plan for joint action hereby approved shall not be made without prior approval of the Office of Defense Transportation.

7. The provisions of this order shall be binding upon any successor in interest to any carrier named in this order. Upon a transfer of any operation involved in this order, the successor in interest and the other carriers named in this order forthwith shall notify, in writing, the Office of Defense Transportation of the transfer and, unless and until otherwise ordered, the successor in interest shall perform the functions of his predecessor in accordance with the provisions of this order.

8. The plan for joint action hereby approved and all contractual arrangements made by the carriers to effectuate the plan shall not continue in operation beyond the effective period of this order.

9. Communications concerning this order should refer to it by the supplementary order number which appears in the caption hereof, and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Washington 25, D. C.

This order shall become effective July 12, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 8th day of July 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

APPENDIX 1

Charles W. Darling, doing business as Darling Transfer, Auburn, Nebr.
Watson Bros. Transportation Co., Inc., Omaha, Nebr.

[F. R. Doc. 44-10037; Filed, July 8, 1944; 10:10 a. m.]

[Supp. Order ODT 3, Rev. 250]

COMMON CARRIERS

COORDINATED OPERATIONS BETWEEN POINTS IN OREGON

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof to facilitate compliance with the requirements and purposes of General Order ODT 3, Revised, as amended (7 F.R. 5445, 6689, 7694; 8 F.R. 4660, 14582; 9 F.R. 2793, 3264, 3357, 6778), a copy of which plan is attached hereto as Appendix 2,[1] and

It appearing that the proposed coordination of operations is necessary in order to assure maximum utilization of the facilities, services, and equipment, and to conserve and providently utilize vital equipment, materials, and supplies, of the carriers, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered*, That:

1. The plan for joint action above referred to is hereby approved and the carriers are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or supplements to filed tariffs, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or supplements to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers' possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. Withdrawal of a carrier from participation in the plan for joint action hereby approved shall not be made without prior approval of the Office of Defense Transportation.

[1] Filed as part of the original document.

7. The provisions of this order shall be binding upon any successor in interest to any carrier named in this order. Upon a transfer of any operation involved in this order, the successor in interest and the other carriers named in this order forthwith shall notify, in writing, the Office of Defense Transportation of the transfer and, unless and until otherwise ordered, the successor in interest shall perform the functions of his predecessor in accordance with the provisions of this order.

8. The plan for joint action hereby approved and all contractual arrangements made by the carriers to effectuate the plan shall not continue in operation beyond the effective period of this order.

9. Communications concerning this order should refer to it by the supplementary order number which appears in the caption hereof, and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Washington 25, D. C.

This order shall become effective July 12, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 8th day of July 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

APPENDIX 1

Consolidated Freightways, Inc., Portland, Oreg.
Pierce Auto Freight Lines, Inc., Medford, Oreg.

[F. R. Doc. 44-10036; Filed, July 8, 1944; 10:10 a. m.]

[Supp. Order ODT 3, Rev. 251]

COMMON CARRIERS

COORDINATED OPERATIONS BETWEEN POINTS IN ILLINOIS AND INDIANA

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof to facilitate compliance with the requirements and purposes of General Order ODT 3, Revised, as amended (7 F.R. 5445, 6689, 7694; 8 F.R. 4660, 14582; 9 F.R. 2793, 3264, 3357, 6778), a copy of which plan is attached hereto as Appendix 2,[1] and

It appearing that the proposed coordination of operations is necessary in order to assure maximum utilization of the facilities, services, and equipment, and to conserve and providently utilize vital equipment, materials, and supplies, of the carriers, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered*, That:

1. The plan for joint action above referred to is hereby approved and the carriers are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or supplements to filed tariffs, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or supplements to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plant for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers' possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. Withdrawal of a carrier from participation in the plan for joint action hereby approved shall not be made without prior approval of the Office of Defense Transportation.

7. The provisions of this order shall be binding upon any successor in interest to any carrier named in this order. Upon a transfer of any operation involved in this order, the successor in interest and the other carriers named in this order forthwith shall notify, in writing, the Office of Defense Transportation of the transfer and (unless and until otherwise ordered, the successor in interest shall perform the functions of his predecessor in accordance with the provisions of this order.

8. The plan for joint action hereby approved and all contractual arrangements made by the carriers to effectuate the plan shall not continue in operation beyond the effective period of this order.

9. Communications concerning this order should refer to it by the supplementary order number which appears in the caption hereof, and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Washington 25, D. C.

This order shall become effective July 12, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 8th day of July 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

APPENDIX 1

F & S Transit Company Inc., South Bend, Ind.
Tucker Freight Lines, Inc., South Bend, Ind.
Volney Lay, doing business as Lay Trucking Co., LaPorte, Ind.
Meinke & Sons Inc., LaPorte, Ind.
Bert L. Zellers, doing business as Zellers Transit Co., LaPorte, Ind.
Northwestern Transit Inc., Michigan City, Ind.

[F. R. Doc. 44-10035; Filed, July 8, 1944; 10:10 a. m.]

[1] Filed as part of the original document.

OFFICE OF PRICE ADMINISTRATION

[MPR 64, Order 150]

KEHM CORPORATION

APPROVAL OF MAXIMUM PRICES

Order No. 150 under Maximum Price Regulation No. 64. Domestic cooking and heating stoves. Approval of maximum prices for sales of a coal heater manufactured by The Kehm Corporation.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942 as amended, the Stabilization Act of 1942, as amended, Executive Order Nos. 9250 and 9328, and in accordance with sections 8 and 11 of Maximum Price Regulation No. 64, *It is ordered:*

(a) The Kehm Corporation, 135 South LaSalle Street, Chicago, Illinois, may sell and deliver the new model No. KFC-60-2 coal heater with electric fan attachment which it manufactures at prices no higher than the following:

	Maximum price for sales in the metropolitan Chicago area	Maximum price in all other zones
To distributors	$62.75	$65.25
To the building trade	69.75	72.25

These prices are f. o. b. factory, and are subject to terms, discounts, and allowances, and other price differentials in effect during the base period January 15–June 1, 1941, on sales by the manufacturer.

(b) Any wholesale distributor may sell and deliver to retailers, the model No. KFC-60-2 coal heater with electric fan attachment manufactured by The Kehm Corporation, 135 South LaSalle Street, Chicago, Illinois, at prices no higher than those set forth below for sales in each zone:

Metropolitan Chicago area	$79.85
Zone 1	81.50
Zone 2	83.25
Zone 3	88.00

These prices are f. o. b. distributors' cities.

(c) Any person may sell and deliver at retail the model No. KFC-60-2 coal heater with electric fan attachment manufactured by The Kehm Corporation, Chicago, Illinois, at prices no higher than those set forth below for sales in each zone:

Metropolitan Chicago area	$127.75
Zone 1	130.50
Zone 2	133.50
Zone 3	141.00

(d) At the time of or prior to the first invoice for a sale of the No. KFC-60-2 coal heater with electric fan attachment to each purchaser for resale, The Kehm Corporation, and every wholesale distributor shall notify the purchaser of the maximum prices and conditions set by this order for resale by the purchaser. This notice may be given in any convenient form. In addition, The Kehm Corporation, shall before delivering any of the coal heaters for which maximum prices are established by this order, attach securely to each coal heater, a tag or label which plainly states the maximum retail selling prices established by this order for sales in each zone. This tag or label shall be attached to the front of the heater.

(e) For the purposes of this order, Zones 1, 2, and 3 shall comprise the following states:

Zone 1: Minnesota, Iowa, Missouri, Wisconsin, Illinois, Michigan, Indiana, Ohio, Kentucky, West Virginia, Virginia, Maryland, District of Columbia, Delaware, Pennsylvania, New Jersey, New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, Maine.

Zone 2: North Dakota, South Dakota, Nebraska, Kansas, Oklahoma, Texas, Arkansas, Louisiana, Mississippi, Alabama, Tennessee, North Carolina, South Carolina, Georgia, Florida.

Zone 3: Colorado, Montana, Wyoming, Idaho, Utah, Nevada, New Mexico, Arizona, California, Oregon, Washington.

(f) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 8th day of July 1944.

Issued this 7th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-10005; Filed, July 7, 1944; 11:34 a. m.]

[MPR 188, Order 1832]

NAGEL-CHASE MANUFACTURING CO.

APPROVAL OF MAXIMUM PRICES

Order No. 1832 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of Stamped Steel Pliers and Wrenches manufactured by The Nagel-Chase Manufacturing Co.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales of two new Stamped Steel Pliers and a carded set of eight stamped Steel Combination Box and Open End Wrenches manufactured by the Nagel-Chase Manufacturing Company, 2811–2823 No. Ashland Avenue, Chicago, Illinois.

(1) For sales by the manufacturer, the maximum prices are those set forth below.

Article	Model No.	To jobbers	To retailers
Pliers	Zinc plated	$1.20 per doz.	$1.60 per doz.
	Unplated	1.08 per doz.	1.44 per doz.
Wrenches		.44 per set	.59 per set.

For sales by the manufacturer, the prices shown above are f. o. b. Chicago, Illinois, on shipments of less than 100 lbs; on shipments of 100 lbs. and over these prices are subject to a freight allowance of 50¢ per hundredweight. All of the foregoing prices are subject to a cash discount of 2% for payment within 10 days.

(2) For sales by jobbers to retailers, the maximum prices are those set forth below, f. o. b. seller's city:

Article	Model No.	Maximum prices
Pliers	Zinc plated	$1.60 per doz.
	Unplated	1.44 per doz.
Wrenches		.59 per set.

(3) For sales at retail, the maximum prices are those set forth below:

Article	Model No.	Maximum prices
Pliers	Zinc plated	$0.20 each.
	Unplated	.18 each.
Wrenches		.88 set.

(b) To every plier or set of wrenches shipped to a purchaser for resale, the manufacturer shall attach a tag or label which plainly states the retail ceiling price.

(c) At the time of the first invoice the manufacturer shall notify in writing each purchaser who buys from it of the maximum prices established by this order for resales by the purchaser. Since this order establishes maximum prices for sales by all jobbers to jobbers and retailers, each jobber who resells any commodity covered by this order must notify his purchaser of the maximum prices established by this order for sales by the purchaser. The written notice may be given in any convenient form.

(d) Unless the context otherwise requires, the definitions set forth in § 1499.20 of the General Maximum Price Regulation shall apply to the terms used herein.

(e) This Order No. 1832 may be revoked or amended by the Price Administrator at any time.

This Order No. 1832 shall become effective on the 8th day of July 1944.

Issued this 7th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-10002; Filed, July 7, 1944; 11:34 a. m.]

[MPR 188, Order 1833]

ORIENTAL WROUGHT IRON WORKS, INC.

APPROVAL OF MAXIMUM PRICES

Order No. 1833 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' good other than apparel. Approval of maximum prices for sales of clothes hampers manufactured by Oriental Wrought Iron Works, Inc.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended and Executive Order Nos. 9250 and 9328, *It is ordered:*

(a) The maximum prices for all sales and deliveries by Oriental Wrought Iron Works, Inc., 1720 Mishawaka Avenue, South Bend, Indiana, of ten clothes hampers of its manufacture, as described in its application dated July 3, 1943 after such articles became subject to Maximum Price Regulation No. 188, are as follows:

Article	Model	To jobbers or distributors who ship against the manufacturer's stock	Maximum price to retailers
Hamper	4	$2.04	$2.40
	14	2.85	3.35
	7	3.23	3.80
	17	2.68	3.15
	1117	2.21	2.60
	918	1.62	1.90
	418	2.64	3.10
	718	2.51	2.95
	320	2.72	3.20
	1420	1.96	2.30

These maximum prices are f. o. b. South Bend, Indiana, and are subject to a cash discount of 1% 10 days, net 30 days.

(b) The maximum price for all sales and deliveries at wholesale by any person who ships the clothes hampers described in paragraph (a) above from the manufacturer's stock shall be the prices set forth below as follows:

Article	Model	Maximum price to retailers
Hamper	4	$2.40
	14	3.35
	7	3.80
	17	3.15
	1117	2.60
	918	1.90
	418	3.10
	718	2.95
	320	3.20
	1420	2.30

(c) At the time of the first invoice, the manufacturer shall notify in writing each purchaser who buys from it of the maximum prices established by this order for resales by the purchaser. Since this order also establishes maximum prices for sales by all jobbers to jobbers and retailers, each jobber who resells any commodity covered by this order must notify his purchaser of the maximum prices established by this order for sales by the purchaser. This written notice may be given in any convenient form.

(d) This order establishes maximum prices for sales to jobbers who do not stock the merchandise. If the manufacturer desires to sell to jobbers who stock the articles, he must make an application to the Office of Price Administration, Washington, D. C., for approval of a maximum price for sales to that class of purchaser.

(e) Unless the context otherwise requires, the definitions set forth in § 1499.20 of the General Maximum Price Regulation shall apply to the terms used herein.

(f) This Order No. 1833 may be revoked or amended by the Price Administrator at any time.

This Order No. 1833 shall become effective on the 8th day of July 1944.

Issued this 7th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–10003; Filed, July 7, 1944; 11:35 a. m.]

[MPR 188, Order 1834]

A. S. LANGFELDER

APPROVAL OF MAXIMUM PRICES

Order No. 1834 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of a wooden clothes dryer manufactured by A. S. Langfelder.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of a wooden clothes dryer manufactured by A. S. Langfelder, 2266 Bath Avenue, Brooklyn, New York.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the article from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
Clothes drier	125	*Dozen* $9.77	*Dozen* $11.50

These prices are f. o. b. factory, and are subject to a cash discount of two percent for payment within ten days, net thirty days.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subparagraph (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum price is that set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
Clothes drier	125	*Dozen* $11.50

This price is subject to a cash discount of two percent for payment within ten days, net 30 days.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 8th day of July 1944.

Issued this 7th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–10004; Filed, July 7, 1944; 11:35 a. m.]

[MPR 528, Order 6]

GOODYEAR TIRE AND RUBBER CO.

AUTHORIZATION OF MAXIMUM PRICES

Order No. 6 under Maximum Price Regulation 528. Tires and tubes, recapping and repairing.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to Appendix A (d) of Maximum Price Regulation 528, *It is ordered:*

(a) (1) The maximum retail prices for the following sizes and types of new tires and tubes manufactured by the Goodyear Tire and Rubber Company of Akron, Ohio, shall be:

SOLID INDUSTRIAL SMOOTH

Size	Maximum retail price per tire	
	East	West
28 x 7 x 23½	$50.55	$54.40

HARD ROCK LUG

Size	Ply	Maximum retail price each	
		Tire	Tube
16.00–32	30	$800.00	$75.00

(2) "East" and "West" shall have the meaning given those terms in the manufacturer's price list for industrial tires in effect on February 1, 1944.

(b) All provisions of Maximum Price Regulation 528 not inconsistent with this order shall apply to sales covered by this order.

(c) This order may be amended or revoked by the Office of Price Administration at any time.

This order shall become effective July 8, 1944.

Issued this 7th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–10006; Filed, July 7, 1944; 11:34 a. m.]

Regional and District Office Orders.

[Region IV Order G–3 Under MPR 280, Amdt. 2]

FLUID MILK IN ATLANTA REGION

Amendment 2 to Order G–3 under Maximum Price Regulation No. 280, as amended. Maximum prices for specific food products. Maximum prices for interhandler sales of bulk fluid milk.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region IV of the Office of Price Administration by § 1351.817a of Maximum Price Regulation 280, as amended: *It is hereby ordered,* That a new paragraph (h) (3) be added following paragraph (h) (2) to read as set forth below:

(h) • • •

(3) *Reporting requirements.* (i) On or before August 15, 1944, every primary handler subject to the provisions of this order shall file with the Regional Office of Office of Price Administration, Atlanta, Georgia, a report in letter form setting forth the method employed in computing the "handler's fluid milk cost" defined in paragraph (j) (6) (i) and (j) (6) (ii) below. This statement shall include the quantities of "fluid milk" purchased from producers (or taken from members of a cooperative) at each different price, reduced to a basis of 3.5% butterfat content, during the month of July, August, and December, 1943. Prices shall be converted to a basis of f. o. b. handler's plant if necessary; and in all such cases the report shall include the prices actually paid f. o. b. farm or other point, and the transportation allowances added thereto.

EXAMPLE 1

Month	Purchases of milk (lbs.)	Base price per cwt. f. o. b. plant, 4% butterfat	Price per cwt. converted to 3.5% butterfat	Total payments at 3.5%
July 1943	750,000	$3.00	$2.75	$20,625.00
Aug. 1943	600,000	3.00	2.75	16,500.00
Dec. 1943	400,000	3.20	2.95	11,800.00
Dec. 1943	200,000	3.30	3.05	6,100.00
Total	1,950,000			55,025.00

Average price of 3.5% milk, as purchased during all three months is $2.82 per cwt. ($55,025.00 divided by 1,950,000 lbs. or 19,500 cwts.) Lowest price paid during December for 3.5% milk is $2.95. Therefore, "Handler's Fluid Milk Cost" is $2.95 (the higher of the two preceding items).

EXAMPLE 2

Month	Purchases of milk	Price per lb. butterfat f. o. b. plant	Price converted to 3.5% butterfat per cwt.	Total payments at 3.5%
July 1943	70,000 gals. or 602,000 lbs.	$0.80	$2.80	$16,856.00
Aug. 1943	60,000 gals. or 516,000 lbs.	.80	2.80	14,448.00
Dec. 1943	35,000 gals. or 301,000 lbs.	.75	2.62½	7,901.25
Totals	165,000 gals. or 1,419,000 lbs.			39,205.25

Average price of 3.5% milk, as purchased during all three months is $2.76 per cwt. ($39,205.25 divided by 14,190 cwts.). Lowest price paid during December is $2.62½ per cwt. for 3.5% milk. Therefore, "Handler's Fluid Milk Cost" is $2.76 (the higher of the two preceding items).

EXAMPLE 3

Month	Purchases of milk	Price per gallon "flat" f. o. b. plant	Price per cwt. for 3.5% milk	Total payments at 3.5%
July 1943	50,000 gals. or 430,000 lbs.	$0.30	$3.49	$15,000.00
Aug. 1943	40,000 gals. or 344,000 lbs.	.30	3.49	12,000.00
Dec. 1943	30,000 gals. or 258,000 lbs.	.32	3.72	9,600.00
Totals	120,000 gals. or 1,032,000 lbs			36,600.00

Average price of 3.5% milk, as purchased during all three months is $3.55 per cwt. ($36,600.00 divided by 10,320 cwts.). Lowest price paid during December is $3.72 per cwt. for 3.5% milk. Therefore, "Handler's Fluid Milk Cost" is $3.72 per cwt. or 32 cents per gallon (the higher of the two preceding items).

EXAMPLE 4

Month	Purchases of milk (lbs.)	Price per lb. butterfat f. o. b. plant	Price per cwt. for 3.5% milk f. o. b. plant	Total payments at 3.5%
July 1943	200,000	$0.60	$2.10	$4,200.00
Aug. 1943	180,000	.60	2.10	3,780.00
Dec. 1943	100,000	.62	2.17	2,170.00
May 1944	225,000	.68	2.38	5,355.00

See paragraph (j) (6) (ii) below. Since this handler paid a price lower than the equivalent of $2.75 for 4% milk all during July, August and December, 1943, the "Handler's Fluid Milk Cost" is his actual price paid at any time, f. o. b. plant and converted to 3.5% butterfat base, provided such price does not exceed $2.75 for 4% milk or its equivalent. In other words, the "Handler's Fluid Milk Cost" is $2.38 per cwt. in May 1944.

(ii) On or before August 15, 1944, every handler who made sales of "fluid milk" during the months of January, February or March 1944, to purchasers within the meaning of this order shall file a report in letter form with the Regional Office of the Office of Price Administration, Atlanta, Georgia, which shall contain the following information:

1. The names and addresses of such purchasers.

2. The type or types of transportation employed in deliveries to each purchaser.

3. The distance from the handler's plant to the purchaser's plant (if deliveries of "fluid milk" were made by the handler and the invoices included a charge for such deliveries).

4. The charge per load, per cwt. or per gallon added to the handler's f. o. b. plant price of "fluid milk" to each purchaser during January, February or March, 1944. If a given purchaser was charged for delivery by more than one method during January, February or March, 1944, all types of such delivery charges to that purchaser must be set forth in this report.

This order shall become effective June 29, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

NOTE: The reporting and record keeping provisions of this amendment have been approved by the Bureau of the Budget (No. 08–R 480.2) in accordance with Federal Reports Act of 1942.

Issued June 24, 1944.

THOMAS L. HISGEN,
Acting Regional Administrator.

[F. R. Doc. 44–10012; Filed, July 7, 1944; 2:36 p. m.]

[Region IV Order G–8 Under SR 15]

FLUID MILK IN MORGAN COUNTY, GA.

ATLANTA REGIONAL OFFICE—REGION IV

Order No. G–8 under § 1499.75 (a) (9) (i) of Supplementary Regulation No. 15 to the General Maximum Price Regulation. Adjustment of approved fluid milk prices in Morgan County, Georgia.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration, Region IV, by § 1499.75 (a) (9) (i) of Supplementary Regulation No. 15 to the General Maximum Price Regulation, it is hereby ordered:

(a) *Adjustment of maximum prices for approved fluid milk in Morgan County, Georgia.* On and after May 24, 1944, the maximum prices for approved fluid milk sold and delivered to any person within Morgan County, Georgia at wholesale or retail in glass containers of one quart or less shall be:

	Quarts	Pints	Half-pints
	Cents	*Cents*	*Cents*
Wholesale	13	8	4
Retail	15	9	5

One-third quart container sizes. The seller shall adjust his maximum wholesale price for one-third quart container sizes, as determined under § 1499.2, *General provisions,* of the General Maximum Price Regulation by an amount proportionate to the increase or decrease in his ceiling price for quart container sizes as a result of the foregoing listed maximum prices.

Retail sales of approved fluid milk by hotels, restaurants, soda fountains, cafes, bars and other eating establishments for consumption on the premises. The seller may use his established maximum price under the General Maximum Price Regulation, or he can determine his adjusted maximum price by adding to the wholesale price paid by him, three cents per pint, two and one-half cents per one-third quart and two cents per half-pint.

Retail sales other than (a) out-of-store, (b) home deliveries, (c) retail sales by hotels, restaurants, soda fountains, cafes, bars and other eating establishments for consumption on the premises. The maximum prices for retail sales, other than out-of-store sales, home deliveries, and retail sales by hotels, restaurants, soda fountains, cafes, bars and other eating establishments for consumption on the premises, shall equal the listed wholesale prices subject to any applicable discounts or allowances.

(b) *Applicability of the General Maximum Price Regulation and other supplementary regulations and orders of the Office of Price Administration.* Except as otherwise provided herein, all transactions subject to this order remain subject to all the provisions of the General Maximum Price Regulation, together

with all amendments, supplementary regulations and orders which have been heretofore or may hereafter be issued. Specifically, but not by way of limitation, unless the context of this order otherwise requires, the provisions of § 1499.73a (a) (1) (viii) (b), (c), (d), (e), (f) and (g) and § 1499.73a (a) (1) (xi) (Supplementary Regulation No. 14A to the General Maximum Price Regulation as amended) shall be applicable and are made a part of this order. Unless the context otherwise requires, all terms used herein shall be construed in accordance with the provisions of § 1499.20 of the General Maximum Price Regulation, as amended.

(c) This order may be revoked, amended or corrected at any time.

(56 Stat. 23, 765; Pub. Laws 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued June 24, 1944.

THOMAS L. HISGEN,
Acting Regional Administrator.

[F. R. Doc. 44–10013; Filed, July 7, 1944; 2:36 p. m.]

[Region IV Order G–9 Under SR 15]

FLUID MILK IN TARBORO, N. C.

Order No. G–9 under § 1499.75 (a) (9) (i) of Supplementary Regulation No. 15 to the General Maximum Price Regulation: Adjustment of approved fluid milk prices in Tarboro, North Carolina.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration, Region IV, by § 1499.75 (a) (9) (i) of Supplementary Regulation No. 15 to the General Maximum Price Regulation, it is hereby ordered:

(a) *Adjustment of maximum prices for approved fluid milk in Tarboro, North Carolina.* On and after July 1, 1944, the maximum prices for approved fluid milk sold and delivered to any person within the incorporated limits of Tarboro, North Carolina at wholesale or retail in glass containers of one quart or less shall be:

	Wholesale	Retail home-delivered	Out-of-store
	Cents	*Cents*	*Cents*
Quarts	14	16	16
Pints	8	9	9
Half-pints	4	5	5

One-third quart container sizes. The seller shall adjust his maximum wholesale price for one-third quart container sizes, as determined under § 1499.2, *General provisions*, of the General Maximum Price Regulation by an amount proportionate to the increase or decrease in his ceiling price for quart container sizes as a result of the foregoing listed maximum prices.

(b) *Applicability of the General Maximum Price Regulation and other supplementary regulations and orders of the Office of Price Administration.* Except as otherwise provided herein, all transactions subject to this order remain subject to all the provisions of the General Maximum Price Regulation, together with all amendments, supplementary regulations and orders which have been heretofore or may hereafter be issued. Specifically, but not by way of limitation, unless the context of this order otherwise requires, the provisions of § 1499.73a (a) (1) (viii) (a), (b), (c), (d), (e), (f) and (g) and § 1499.73a (a) (1) (x) (Supplementary Regulation No. 14A to the General Maximum Price Regulation as amended) shall be applicable and are made a part of this order. Unless the context otherwise requires, all terms used herein shall be construed in accordance with the provisions of § 1499.20 of the General Maximum Price Regulation as amended.

(c) This order may be revoked, amended or corrected at any time.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued: June 28, 1944.

THOMAS L. HISGEN,
Acting Regional Administrator.

[F. R. Doc. 44–10014; Filed, July 7, 1944; 2:36 p. m.]

[Indianapolis Order G–3 Under MPR 154]

ICE IN INDIANA

Order No. G–3 under Maximum Price Regulation No. 154 as amended. Adjusting the maximum prices of ice sold in the State of Indiana (except Lake County) in cities of less than fifty thousand population.

For the reasons set forth in an opinion issued simultaneously herewith, and under authority vested in the Regional Office of the Office of Price Administration, Region III, by Maximum Price Regulation No. 154, as amended, and pursuant to the delegation of such authority to the Indianapolis District Office by Delegation Order No. 1–A, Revised, issued March 11, 1944, it is hereby ordered:

SECTION 1. *What this order does.* This order fixes maximum prices for sales of block ice by manufacturers and dealers. It also fixes maximum prices for certain sales made to dealers at wholesale.

SEC. 2. *Maximum prices.* On and after the effective date of this order, regardless of any contract, agreement or other obligation, no person, firm or corporation subject to the provisions of this order shall sell or deliver or agree to sell or deliver any quantity of ice in excess of the maximum price set out in Appendix A to this order: *Provided, however,* That in any case where any person has heretofore established higher prices for ice by reason of his prices during the base period, April, 1943, or whose prices have heretofore been adjusted by the Office of Price Administration, and whose prices are higher than those set out in Appendix A, shall not be effected by this order, and he may continue to charge such prices, even though such prices exceed those set out and listed in Appendix A: *Provided, however,* That the maximum prices stated in Appendix A of this order shall constitute the maximum prices of the manufacturers and dealers who elect to operate under them, and when such prices are accepted, may not be accepted in part but shall apply to all categories of sales listed in said appendix. Any seller may, however, sell for less than the maximum price.

SEC. 3. *Applicability of order.* This order and the schedule of prices fixed in Appendix A shall, save as excepted herein, apply to all manufacturers and dealers of ice in the Indianapolis District, except in all cities having a population of 50,000 or more. It is provided, however, that this order shall not be construed to mean that specially prepared ice (such as ice cubes, snow ice or sized ice, generally) is to be affected by this order, except that specially prepared ice now selling at prices less than those stated in the appendix for block ice, may be increased to equal, but not to exceed, the prices stated in the appendix.

SEC. 4. *Definitions.* When used in this order the following terms shall have the following meanings:

(a) "Platform sale" is the sale of ice, delivery of which is made to the purchaser at the seller's place of business.

(b) "Delivered sale" is a sale of ice to a purchaser at a point other than the seller's place of business.

(c) "Person" means individual, corporation, partnership, association, or other organized group of persons or the legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, any other Government or any political subdivision or any agency of the foregoing. Unless the context otherwise requires, definitions set forth in section 302 of the Emergency Price Control Act of 1942, as amended, in the General Maximum Price Regulation, and Maximum Price Regulation No. 154, issued by the Office of Price Administration, shall apply to other terms used herein.

SEC. 5. *Relations to other regulations.* All the provisions of Maximum Price Regulation 154 shall apply to those operating under this order, including the requirement to give the purchaser a slip or receipt upon a request made for the same as evidence of the purchase in connection with such sale, retaining a copy for his files.

SEC. 6. *Evasion.* The price limitations set forth in this order shall not be evaded, either directly or indirectly, by any scheme or device or by any practice which is used to get the effect of higher than maximum price. The prices established by this order are maximum prices for the commodities and all services ordinarily rendered in connection with the sale of such commodities. Therefore, you may not charge any additional amounts for any services ordinarily connected with the sale of these commodities.

SEC. 7. *Licensing.* The provisions granting licenses to all persons who make sales under price control shall apply to every seller subject to the provisions of this order. Those sections provide in brief that a license is required of all persons selling commodities for which ceiling prices are established. The license is automatically granted and it is not necessary to apply for the same. Such license may be suspended for violation in connection with the sale of any commodity for which ceiling prices are established. No person whose license is suspended may sell any such commodity during the period of suspension.

SEC. 8. *Enforcement.* On and after the effective date of this order, any person who sells ice at a higher price than the maximum price permitted by this order, or otherwise violates any of the provisions hereof, shall be subject to the criminal penalties, civil enforcement action, license suspension proceedings and suits for treble damages provided for by the Emergency Price Control Act of 1942, as amended.

SEC. 9. *Order in conformity with Emergency Price Control Act.* It is found that the adjustments herein made will not create or tend to create a shortage or a need for an increase in prices in any other locality and will effectuate the purposes of the Emergency Price Control Act of 1942, as amended.

SEC. 10. *Revocability.* This order may be revoked, amended or corrected at any time by the Office of Price Administration.

This order shall become effective July 2, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued: June 29, 1944.

JAMES D. STRICKLAND,
District Director.

APPENDIX A

The following are the maximum prices for which ice may be sold under the terms of said order:

1. Cash or coupon sales at platform to commercial or domestic customers or delivered at retail to commercial customers:

Quantity:	*Dollars and cents*
300 pounds	$1.50
200 pounds	1.00
100 pounds	.50
75 pounds	.40
50 pounds	.25
25 pounds	.15

2. Delivered cash sales at retail to domestic customers:

Quantity	*Dollars and cents*
100 pounds	$ .60
75 pounds	.45
50 pounds	.30
25 pounds	.15

3. Coupon sales at retail to domestic customers:

Quantity:	*Dollars and cents*
1 ton	$11.00

NOTE: Smaller quantity than one ton at a rate proportionate to the per-ton price, except that no seller of ice is required to sell coupon books for quantities less than one-half ton (1000 lbs.)

4. Manufacturers, on sales to peddlers, distributors, wholesale purchasers, including institutional and industrial purchasers, may increase their maximum price for any quantity by an amount not more than 50% of the increase permitted on retail sales: *Provided,* That in no case shall the increase in price exceed $1.00 per ton.

Single sales in quantities of ice greater than one hundred pounds, but not in excess of three hundred pounds, will take the retail commercial customer rate. Sales in excess of three hundred pounds will take the wholesale rate.

[F. R. Doc. 44–10011; Filed, July 7, 1944; 2:36 p. m.]

LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under Revised General Order 51 were filed with the Division of the Federal Register on July 6, 1944.

REGION II

New York Order W–2, Amendment 1, covering dry groceries in certain counties in New York, filed 9:46 a. m.

New York Order 15, Amendment 1, covering dry groceries in certain counties in New York, filed 9.46 a. m.

Maryland Order 1–F, Amendment 14, covering fresh fruits and vegetables in the Baltimore, Md., Area, filed 10:18 a. m.

Maryland Order 3–F, Amendment 1, covering fresh fruits and vegetables in the Hagerstown, Md., Area, filed 10:17 a. m.

Trenton Order 1–F, Amendment 12, covering fresh fruits and vegetables in Mercer, Middlesex and Monmouth, filed 10:21 a. m.

Trenton Order 2–F, Amendment 9, covering fresh fruits and vegetables in Mercer, Middlesex and Monmouth, filed 10:18 a. m.

Trenton Order 3–F, Amendment 8, covering fresh fruits and vegetables in Mercer, Middlesex and Monmouth, filed 10:18 a. m.

REGION III

Charleston Order 8–F, Amendment 14, covering fresh fruits and vegetables in certain counties in West Virginia, filed 9:39 a. m.

Charleston Order 9–F, Amendment 13, covering fresh fruits and vegetables in Cabell County and Huntington in Wayne Co., W. Va., filed 9:39 a. m.

Charleston Order 10–F, Amendment 13, covering fresh fruits and vegetables in certain named counties in West Virginia, filed 9:37 a. m.

Charleston Order 11–F, Amendment 5, covering fresh fruits and vegetables in Berkeley, Jefferson and Morgan Counties, West Virginia, filed 9:37 a. m.

Charleston Order 12–F, Amendment 5, covering fresh fruits and vegetables in certain areas in West Virginia, filed 9:38 a. m.

Charleston Order 30, Amendment 6, covering community food prices in Wirt, Wood, Pleasants, Ritchie in West Virginia, filed 9:39 a. m.

Charleston Order 31, Amendment 5, covering certain poultry items in Wayne, Cabell, Lincoln, Logan, Mason, Mingo, Putnam Counties in West Virginia, filed 9:40 a. m.

Charleston Order 31, Amendment 6, covering certain food items for the above named counties in West Virginia, filed 9:38 a. m.

Charleston Order 32, Amendment 5, covering certain poultry items in Berkeley, Morgan, and Jefferson Counties, W. Va., filed 9:41 a. m.

Charleston Order 33, Amendment 5, covering certain poultry items in certain named counties in West Virginia, filed 9:41 a. m.

Charleston Order 34, Amendment 5, covering certain poultry items in Barbour, Doddridge, Gilmer, Harrison, Lewis, Taylor and Upshur Counties, W. Va., filed 9:44 a. m.

Charleston Order 35, Amendment 5, covering certain poultry items in Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel Counties, W. Va., filed 9:43 a. m.

Charleston Order 36, Amendment 5, covering certain poultry items in Marion, Monongalia and Preston Counties, W. Va., filed 9:45 a. m.

Charleston Order 37, Amendment 5, covering certain poultry items in certain Counties in West Virginia, filed 9:45 a. m.

Lexington Order 2–W, Amendment 1, covering food prices at wholesale in the Lexington, Kentucky, District, filed 9:49 a. m.

Lexington Order 11, Amendment 10, covering community food prices in designated counties in Kentucky, filed 9:48 a. m.

Lexington Order 12, Amendment 10, covering community food prices in designated counties in Kentucky, filed 9:49 a. m.

Louisville Order 3–B, covering fresh fruits and vegetables at retail in various areas in Kentucky and Indiana, filed 9:50 a. m.

Louisville Order 4–F, covering fresh fruits and vegetables in certain designated counties in Kentucky, filed 9:53 a. m.

Louisville Order 5–F, covering fresh fruits and vegetables in certain designated counties in Kentucky, filed 9:51 a. m.

Louisville Order 6–F, covering fresh fruits and vegetables in certain designated counties in Kentucky, filed 9:51 a. m.

Louisville Order 7–F, covering fresh fruits and vegetables in certain designated counties in Kentucky, filed 9:50 a. m.

REGION VI

Twin Cities Order 1–W, Amendment 1, covering dry groceries in named areas in the Twin Cities District, filed 10:01 a. m.

Twin Cities Order G–3, Amendment 11, covering community food prices in the "Twin Cities Area", filed 10:02 a. m.

Twin Cities Order G–4, Amendment 9, covering community food prices in the Twin Cities District Office Area, filed 10:01 a. m.

REGION VIII

Fresno Order 1–F, Amendment 24, covering fresh fruits and vegetables in Fresno (City and Co.), Calif., filed 10:07 a. m.

Fresno Order 3–F, Amendment 9, covering fresh fruits and vegetables in certain counties and cities in California, filed 10:07 a. m.

Phoenix Order 3–F, Amendment 26, covering fresh fruits and vegetables in 25 mile radius of the post office of Phoenix, filed 10:03 a. m.

Phoenix Order 4–F, Amendment 14, covering fresh fruits and vegetables in the Tucson Area, filed 10:03 a. m.

Phoenix Order 4–W, covering dry groceries in the "Kingman-Mohave Area", filed 10:05 a. m.

Phoenix Order 5–W, covering dry groceries in the "Navajo-Apache Area", filed 10:00 a. m.

Phoenix Order 6–W, covering dry groceries in the "Cochise Area", filed 10:06 a. m.

San Francisco Order 1–F, Amendment 21, covering fresh fruits and vegetables in designated areas in California, filed 10:08 a. m.

San Francisco Order 2–F, Amendment 14, covering fresh fruits and vegetables in San Jose, Santa Clara, Mayfair, Berryessa, & Burbank, filed 10:08 a. m.

San Francisco Order 3–F, Amendment 13, covering fresh fruits and vegetables in certain counties in California, filed 10:09 a. m.

San Francisco Order 4–F, Amendment 12, covering fresh fruits and vegetables in certain areas in California, filed 10:09 a. m.

Seattle Order 20, Amendment 8, covering community poultry prices in Western Washington, filed 10:17 a. m.

Seattle Order 21, Amendment 4, covering certain poultry items in certain areas in Central Washington, filed 10:02 a. m.

Seattle Order 41, covering community food prices in the Tacoma Area, filed 10:16 a. m.

Seattle Order 42, covering community food prices in the Everett Area. Filed 10:12 a. m.

Seattle Order 43, covering community food prices in the Bremerton Area, filed 10:10 a. m.

Seattle Order 44, covering community food prices in the Bellingham Area, filed 10:11 a. m.

Seattle Order 45, covering community food prices in the Olympia Area, filed 10:15 a. m.

Seattle Order 46, covering community food prices in the Aberdeen-Hoquiam Area, filed 10:10 a. m.

Seattle Order 47, covering community food prices in the Centralia-Chehalis Area, filed 10:11 a. m.

Seattle Order 48, covering community food prices in the Wenatchee Area, filed 10:15 a. m.

Seattle Order 49, covering community food prices in the Yakima Area, filed 10:15 a. m.

Copies of any of these orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 44-10028; Filed, July 7, 1944; 4:47 p. m.]

[Region I Order G-15 Under RMPR 122, Amdt. 3]

SOLID FUELS IN MANCHESTER, N. H., AREA

Amendment No. 3 to Order No. G-15 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Specified solid fuels, Manchester, New Hampshire, Area.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region I of the Office of Price Administration by § 1340.-260 of Revised Maximum Price Regulation No. 122 and the Emergency Price Control Act of 1942, as amended, subparagraph (10) is added to paragraph (g) of Region I Order G-15 under Revised Maximum Price Regulation No. 122, to read as follows:

(g) *Definitions.* When used in this Order G-15, the term:

(10) "Coke" shall include only coke produced by the following producers: New England Coke Co., or its affiliated producing company at their plant located in Everett, Massachusetts, Providence Gas Company, Providence, Rhode Island and Lowell Gas Light Company, Lowell, Massachusetts.

All other coke shall be priced under the appropriate provision of Revised Maximum Price Regulation No. 122.

This Amendment No. 3 shall become effective as of June 19, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 26th day of June 1944.

FRANK D. O'NEIL,
Acting Regional Administrator.

[F. R. Doc. 44-10050; Filed, July 8, 1944; 11:26 a. m.]

[Region V Order G-1 Under MPR 154, Amdt. 1]

ICE IN NEW ORLEANS, LA., AREA

Amendment No. 1 to Order No. G-1 under Maximum Price Regulation No. 154. Ice.

Pursuant to the Emergency Price Control Act of 1942, as amended, and the authority vested in the Regional Administrator of Region V of the Office of Price Administration by § 1393.8 (e) of Maximum Price Regulation No. 154, as amended, and for the reasons set forth in the opinion issued simultaneously herewith; *It is ordered:*

Paragraph (a), subparagraph (5) is amended to read as follows:

Car icing prices—$5.85 per ton. Carlot sales prices remain as established under Maximum Price Regulation No. 154, as amended.

This Amendment No. 1 to Order No. G-1 shall become effective on the 5th day of July 1944.

(Pub. Laws 421 and 729, 77th Cong., E.O. 9250, 7 F.R. 7871)

Issued at Dallas, Texas, this 1st day of July 1944.

C. B. BRAUN,
Acting Regional Administrator.

[F. R. Doc. 44-10051; Filed, July 8, 1944; 11:27 a. m.]

LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register on July 7, 1944.

REGION II

Camden Order W-1-B, Amendment 1, covering dry groceries in Area I, filed 9:41 a. m.

Camden Order W-2-B, Amendment 1, covering dry groceries in Area II, filed 9:41 a. m.

Camden Order W-2-B, Amendment 2, covering dry groceries in Area II, filed 9:40 a. m.

Camden Order P-1, Amendment 2, covering fresh fish and seafood in certain areas in New Jersey, filed 9:39 a. m.

Camden Order P-1, Amendment 3, covering fresh fish and seafood in certain areas in New Jersey, filed 9:39 a. m.

REGION III

Charleston Order 29, Amendment 6, covering certain poultry items in certain counties in West Virginia, filed 9:24 a. m.

Charleston Order 30, Amendment 5, covering certain poultry items in Pleasants, Ritchie, Wirt and Wood Counties, W. Va., filed 9:25 a. m.

REGION IV

Jacksonville Order 6-F, Amendment 8, covering fresh fruits and vegetables in Jacksonville, Fla., filed 9:27 a. m.

Savannah Order 1-F, Amendment 42, covering fresh fruits and vegetables in Chatham, Bryan, Liberty & Effingham Counties, filed 9:29 a. m.

Savannah Order 2-F, Amendment 37, covering fresh fruits and vegetables in certain counties in Georgia, filed 9:29 a. m.

Savannah Order 3-F, Amendment 35, covering fresh fruits and vegetables in certain counties in Georgia, filed 9:30 a. m.

Savannah Order 4-F, Amendment 34, covering fresh fruits and vegetables in certain counties in Georgia, filed 9:30 a. m.

Savannah Order 5-F, Amendment 15, covering fresh fruits and vegetables in certain counties in Georgia, filed 9:31 a. m.

REGION V

Arkansas Order 2-F, Amendment 17, covering fresh fruits and vegetables in Pulaski Co., Ark., filed 9:32 a. m.

Arkansas Order 4-F, Amendment 17, covering fresh fruits and vegetables in Miller Co., Ark., filed 9:32 a. m.

Arkansas Order 5-F, Amendment 15, covering fresh fruits and vegetables in Garland Co., Ark., filed 9:33 a. m.

Arkansas Order 6-F, Amendment 17, covering fresh fruits and vegetables in Sebastian and Crawford Counties, Ark., filed 9:33 a. m.

Arkansas Order G-17, Amendment 2, covering dry groceries and certain perishables in State of Arkansas, filed 9:43 a. m.

Arkansas Order G-18, Amendment 2, covering dry groceries and certain perishables in certain counties in Arkansas, filed 9:42 a. m.

Arkansas Order G-19, Amendment 2, covering dry groceries and certain perishables in certain counties in Arkansas, filed 9:42 a. m.

Dallas Order 3-F, Amendment 16, covering fresh fruits and vegetables in certain counties in Texas, filed 9:34 a. m.

New Orleans Order 2-F, Amendment 26, covering fresh fruits and vegetables in certain parishes in Louisiana, filed 9:34 a. m.

St. Louis Order 3-F, Amendment 9, covering fresh fruits and vegetables in the City and the County of St. Louis, Mo., filed 9:35 a. m.

St. Louis Order G-17, Amendment 3, covering dry groceries in the City and the County of St. Louis, Mo., filed 9:35 a. m.

St. Louis Order G-18, Amendment 3, covering dry groceries in St. Louis District office Area, except the City and the County of St. Louis, filed 9:37 a. m.

St. Louis Order G-19, Amendment 3, covering dry groceries in City of St. Louis and County of St. Louis, Mo., filed 9:37 a. m.

St. Louis Order G-20, Amendment 3, covering dry groceries in the St. Louis District, except for City and County of St. Louis, filed 9:38 a. m.

Shreveport Order G-14, Amendment 3, covering community food prices in certain areas in Louisiana, filed 9:31 a. m.

Tulsa Order 5-F, Amendment 11, covering fresh fruits and vegetables in certain counties in Oklahoma, filed 9:43 a. m.

REGION VII

New Mexico Order 14, Amendment 4, covering community food prices in certain communities in New Mexico, filed 9:25 a. m.

New Mexico Order 15, Amendment 3, covering community food prices in certain areas in New Mexico, filed 9:26 a. m.

New Mexico Order 17, Amendment 7, covering community food prices in certain areas in New Mexico, filed 9:27 a. m.

Copies of any of these orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 44-10066; Filed, July 8, 1944; 3:48 p. m.]

LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register on July 8, 1944.

REGION II

Syracuse Order 1-F, Amendment 12, covering fresh fruits and vegetables in Syracuse, N. Y., filed 10:29 a. m.

Williamsport Order P-1, Amendment 4, covering fresh fish and seafood in Lycoming County, Pa., filed 10:42 a. m.

REGION III

Lexington Order 4-F, Amendment 4, covering fresh fruits and vegetables in designated counties in Kentucky, filed 10:43 a. m.

Louisville Order 21, Amendment 1, covering community food prices in Jefferson Co., Ky., and Clark & Floyd Counties, Ind., filed 10:31 a. m.

Louisville Order 22, Amendment 1, covering community food prices in designated counties in Kentucky, filed 10:31 a. m.

REGION IV

Atlanta Order 1-F, Amendment 16, covering fresh fruits and vegetables in Bibb Co., Ga., filed 10:29 a. m.

Atlanta Order 5-F, Amendment 13, covering fresh fruits and vegetables in Muscogee Co., Ga. and Phenix City, Russell Co., Ala., filed 10:40 a. m.

Atlanta Order 6-F, Amendment 8, covering fresh fruits and vegetables in the Metropolitan Atlanta-Decatur Trade Area in Ga., filed 10:41 a. m.

Jacksonville Order 7-F, Amendment 9, covering fresh fruits and vegetables in certain cities and towns in Florida, filed 10:43 a. m.

Nashville Order 5-F, Amendment 20, covering fresh fruits and vegetables in certain counties in Virginia, filed 10:34 a. m.

Nashville Order 5-F, Amendment 23, covering fresh fruits and vegetables in certain areas in the Nashville District, filed 10:34 a. m.

Nashville Order 13, Amendment 3, covering community food prices in certain areas in Virginia, filed 10:33 a. m.

REGION V

Fort Worth Order 1-F, Amendment 24, covering fresh fruits and vegetables in Tarrant Co., Tex., filed 10:35 a. m.

Fort Worth Order 2-F, Amendment 24, covering fresh fruits and vegetables in Taylor Co., Tex., filed 10:35 a. m.

Fort Worth Order 3-F, Amendment 24, covering fresh fruits and vegetables in Green Co., Tex., filed 10:36 a. m.

Fort Worth Order 4-F, Amendment 24, covering fresh fruits and vegetables in McLennan Co., Tex., filed 10:36 a. m.

Fort Worth Order 5-F, Amendment 24, covering fresh fruits and vegetables in Wichita Co., Tex., filed 10:37 a. m.

Houston Order 1-F, Amendment 16, covering fresh fruits and vegetables in Houston, Harris Co., Tex., filed 10:37 a. m.

Houston Order 3-F, Amendment 4, covering fresh fruits and vegetables in Jefferson and Orange Counties, Tex., filed 10:37 a. m.

Oklahoma City Order 2-F, Amendment 6, covering fresh fruits and vegetables in certain counties in Oklahoma, filed 10:51 a. m.

Oklahoma City Order 3-F, Amendment 22, covering fresh fruits and vegetables in certain areas in Oklahoma, filed 10:52 a. m.

Oklahoma City Order G-11, Amendment 1, covering community food prices in certain areas in Oklahoma, filed 10:38 a. m.

Oklahoma City Order G-11, Amendment 2, covering community food prices in certain areas in Oklahoma, filed 10:38 a. m.

Oklahoma Order G-12, Amendment 1, covering community food prices in certain areas in Oklahoma, filed 10:38 a. m.

Oklahoma Order G-12, Amendment 2, covering community food prices in certain areas in Oklahoma, filed 10:38 a. m.

Shreveport Order 2-F, Amendment 21, covering community fresh fruit and vegetables in certain areas in Louisiana, filed 10:40 a. m.

Shreveport Order 3-F, Amendment 10, covering fresh fruits and vegetables in certain areas in Louisiana, filed 10:44 a. m.

New Orleans Order G-21, Amendment 3, covering community food prices in the New Orleans Area, La., filed 10:44 a. m.

New Orleans Order G-22, Amendment 2, covering community food prices in the New Orleans Area, La., filed 10:50 a. m.

New Orleans Order G-23, Amendment 4, covering community food prices in certain parishes in Louisiana, filed 10:50 a. m.

REGION VI

Omaha, Nebraska Order 4-F, Amendment 2, covering fresh fruits and vegetables in Omaha, Nebr. and Council Bluffs, Iowa, filed 10:52 a. m.

Omaha, Order 4-F, Amendment 3, covering fresh fruits and vegetables in Omaha, Nebr. and Council Bluffs, Iowa, filed 10:54 a. m.

Omaha Order 4-F, Amendment 4, covering fresh fruits and vegetables in Omaha, Nebr. and Council Bluffs, Iowa, filed 10:54 a. m.

Omaha Order 5-F, Amendment 2, covering fresh fruits and vegetables in Lincoln, Nebr., filed 10:53 a. m.

Omaha Order 5-F, Amendment 3, covering fresh fruits and vegetables in Lincoln, Nebr., filed 10:57 a. m.

Omaha Order 5-F, Amendment 4, covering fresh fruits and vegetables in Lincoln, Nebr., filed 10:57 a. m.

Omaha Order 6-F, Amendment 2, covering fresh fruits and vegetables in certain Nebraska and Iowa Counties, filed 10:53 a. m.

Omaha Order 7-F, covering fresh fruits and vegetables in Omaha, Nebr. and Council Bluffs, Iowa, filed 10:58 a. m.

Omaha Order 8-F, covering fresh fruits and vegetables in Lincoln, Nebr., filed 10:58 a. m.

Omaha Order 9-F, covering fresh fruits and vegetables in certain Nebraska and Iowa Counties, filed 10:59 a. m.

Peoria Order 4-F, covering fresh fruits and vegetables in Bloomington and Normal, Ill., filed 10:32 a. m.

REGION VIII

San Francisco Order 5-F, Amendment 11, covering fresh fruits and vegetables in certain areas in California, filed 11:00 a. m.

San Francisco Order 6-F, Amendment 7, covering fresh fruits and vegetables in certain areas in California, filed 10:32 a. m.

Seattle Order 40, covering community food prices in the Seattle Area, filed 10:33 a. m.

Copies of any of these orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 44-10116; Filed, July 10, 1944; 11:51 a. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 70-307]

LUZERNE COUNTY GAS AND ELECTRIC CORPORATION

ORDER GRANTING APPLICATION FOR MODIFICATION OF PREVIOUS ORDER

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 5th day of July 1944.

Luzerne County Gas and Electric Corporation (Luzerne), a subsidiary of The United Gas Improvement Company, a registered holding company, having filed an application requesting the modification of an order issued by this Commission on May 27, 1941 (Holding Company Act Release No. 2784), whereunder a restrictive condition was imposed in respect of an application filed by Luzerne under section 6 (b) of the act regarding the issue and sale by Luzerne of new preferred stock and serial notes for the purpose of redeeming and retiring its then outstanding preferred stock, such condition having been as follows:

Luzerne shall not declare or pay any dividends (other than dividends payable in shares of its common stock) on any shares of its common stock, nor shall Luzerne make any other distribution on its common stock or purchase or retire any shares of its common stock out of net income unless the earned surplus after making such declaration, payment, distribution, purchase or retirement is equal to or greater than the sum of $183,261 plus an accumulative amount equal to $60,000 per calendar year beginning with the year 1941 and continuing until the cost of retiring the presently outstanding $6 and $7 Dividend Cumulative Preferred Stock shall have been completely amortized, and thereafter an accumulative amount equal to $190,000 per calendar year to continue until the total earned surplus so accumulated, and unavailable for common stock dividends, shall equal $1,500,000: *Provided, however,* That such earned surplus required to remain after declaration or payment of such dividends or after such distribution, purchase, or retirement may be reduced for the purpose of this computation by the amount of any surplus adjustments resulting from writing down or writing off the excess of carrying value of property now owned by Luzerne over the original cost of such property when first devoted to public use;

and

The Pennsylvania Public Utility Commission, by order dated February 7, 1944, having directed Luzerne to, among other things, dispose of an aggregate excess over original cost of $2,412,933, as found by that Commission, by charging off $188,014 forthwith against, for the most part, the Reserve for Depreciation-Electric, and amortizing the balance of $2,224,919 through the period from 1944 to 1958, inclusive, by annual charges to the account entitled Miscellaneous Amortization, as follows:

1944	$29,955
1945	66,672
1946–58, 13 years at approximately $163,714 per year	2,128,292
	2,224,919

The order of the Pennsylvania Public Utility Commission having further provided that no portion of the restricted earned surplus of Luzerne amounting to $348,261 at December 31, 1943, should be available for common stock dividends until such time as the excess of $2,224,919 had been completely eliminated but that the company could at any time use such surplus to reduce the excess; and

Said application having been filed on June 10, 1944, and notice of said filing having been duly given, and the Commission not having received a request for hearing with respect to said application within the period described in said notice or otherwise, and not having ordered a hearing thereon; and

It appearing to the Commission that the provisions of the order dated February 7, 1944, of the Pennsylvania Public Utility Commission and the general improvement in Luzerne's financial condition make the condition hereinabove set forth imposed by the order of this Commission under date of May 27, 1941 no longer necessary, and that the granting of the requested modification would not be detrimental to the public interest or to the interests of investors or consumers,

It is hereby ordered, That our order of May 27, 1941 in the above styled and numbered cause (Holding Company Act Release No. 2784) is hereby modified by

deleting therefrom paragraph (3) of the terms and conditions of said order, such paragraph being quoted above; *Provided, however,* That Luzerne County Gas and Electric Corporation shall notify this Commission immediately of any modifications which may be made in the provisions of the Pennsylvania Public Utility Commission's order of February 7, 1944 as referred to above.

It is further ordered, That all other provisions of said order of May 27, 1941 in this matter shall remain in full force and effect until further order of this Commission.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 44-10019; Filed, July 7, 1944; 4:03 p. m.]

[File No. 70-898]

CONSOLIDATED ELECTRIC AND GAS CO., ET AL.

ORDER PERMITTING DECLARATIONS TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 8th day of July 1944.

In the matter of Consolidated Electric and Gas Company, The Islands Gas and Electric Company, Compagnie d'Eclairage Electrique des Villes de Port-au-Prince et du Cap Haitien, and Compania Electrica de Santo Domingo, C. Por A., File No. 70-898.

Consolidated Electric and Gas Company ("Consolidated"), a registered holding company, and its subsidiaries, The Islands Gas and Electric Company ("Islands"), Compagnie d'Eclairage Electrique des Villes de Port-au-Prince et du Cap Haitien ("Haiti Company"), and Compania Electrica de Santo Domingo, C. por A. ("Santo Domingo"), having filed declarations pursuant to the applicable provisions of the Public Utility Holding Company Act of 1935 and the rules promulgated thereunder, including sections 12 (c), 12 (d), and 12 (f) of that act and Rules U-42, U-43, and U-44, regarding the payment by the Haiti Company and Santo Domingo Company out of treasury assets of sums aggregating not in excess of $100,000 in respect of the Haiti Company and not in excess of $500,000 in respect of the Santo Domingo Company in reduction of the principal owing on certain demand notes in the principal amount respectively of $414,000 and $2,383,503 to Islands, which owns all of the securities of the Haiti Company and Santo Domingo Company (all of the securities of Islands being owned by Consolidated), such payments to be made from time to time during the remainder of 1944; the deposit of payments of principal on such pledged notes with the trustee securing the Islands Ten Year 4% Secured Bonds, Series B, due March 1, 1953; the application by said trustee of the funds to received to the retirement of a like amount of bonds of Islands; the deposit of such payments of principal with the trustee under the lien of the trust indenture of Southern Cities Utilities Company (assumed by Consolidated) securing an issue of Thirty Year 5% First Lien and Collateral Trust Gold Bonds, due April 1, 1958 (all of the bonds of Islands outstanding in the principal amount of $2,143,500 being owned by Consolidated and pledged under said lien); the application by Consolidated of such funds or a like amount in accordance with the terms of said trust indenture, to acquire outstanding bonds of Southern Cities Utilities Company by purchase in the open market, and their surrender to the trustee for cancellation against the withdrawal of such deposited funds at the purchase cost of said bonds exclusive of interest; the use by Consolidated of $300,000 which it holds in cash representing the unexpended balance of Federal tax savings resulting from sales by subsidiary companies of their respective properties at amounts below the tax cost to them and the accrual of such tax savings to Consolidated as a result of the amendment to the tax agreement between Consolidated and certain of its subsidiaries which joined in the filing of consolidated Federal income and excess profits tax returns for 1943, to acquire outstanding bonds of Consolidated or Southern Cities Utilities Company through purchases in the open market, such bonds to be surrendered for cancellation by Consolidated to the trustee under the indenture securing said bonds;

And said declarations providing that in the acquisition and retirement by Consolidated of bonds, Consolidated will not solicit or cause to be solicited from individual bondholders the sale of any bonds to Consolidated, and that no purchases shall be made directly or indirectly from persons or corporations in any way associated or affiliated with Consolidated; and that Consolidated shall furnish to the Commission promptly after the last day of each month a schedule showing for each day covered by such report the number of bonds purchased, the prices at which such bonds were purchased and the names of the brokers through whom such bonds were purchased;

Said declarations having been filed on May 21, 1944, and an amendment thereto having been filed on June 14, 1944, and notice of filing having been given in the form and manner prescribed in Rule U-23 under said Act and the Commission not having received a request for a hearing with respect to said declarations within the time specified in said notice or otherwise, and not having ordered a hearing thereon; and

The Commission finding that the requirements of the applicable sections of the Act and the rules promulgated thereunder are satisfied and that no adverse findings are necessary thereunder, and the Commission deeming it appropriate in the public interest and in the interest of investors and consumers to permit the said declarations to become effective;

It is hereby ordered, Pursuant to Rule U-23 and the applicable provisions of said act, and subject to the terms and conditions prescribed in Rule U-24, that the aforesaid declarations be, and the same hereby are, permitted to become effective forthwith.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 44-10106; Filed, July 10, 1944; 10:41 a. m.]

C. B. SLATER CO.

AMENDMENT TO CONSENT ORDER

C. B. Slater Company, a corporation engaged in the shoe manufacturing business in South Braintree, Massachusetts, was the subject of a consent order issued June 15, 1944. It is desired to clarify the terms of the consent order; and, upon agreement and consent of C. B. Slater Company, the Regional Compliance Chief and the Regional Attorney, and upon the approval of the Compliance Commissioner:

It is hereby ordered, That: The consent order in the case of C. B. Slater Company issued and effective June 15, 1944, be, and hereby is amended so that paragraph (a) thereof shall and does read as follows:

(a) C. B. Slater Company, its agents, successors and assigns, shall not produce in excess of 11,125 pairs of women's and growing girls' shoes in the $4.60 to $5.00 price range, in addition to its unused military quota as permitted by paragraph (i) of Order M-217, and shall not produce in excess of 675 pairs of men's dress shoes; both in the current six months period from March 1 through August 31, 1944.

Issued this 7th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10031; Filed, July 7, 1944; 4:13 p. m.]

JUL 1 4 '44

FEDERAL REGISTER

VOLUME 9 NUMBER 138

Washington, Wednesday, July 12, 1944

Regulations

TITLE 7—AGRICULTURE

Chapter X—War Food Administration (Production Orders)

[WFO 14, Amdt. 1]

PART 1202—FARM MACHINERY AND EQUIPMENT

NEW FARM MACHINERY AND EQUIPMENT

Section 1202.280 of War Food Order No. 14 (formerly Food Production Order No. 14 (8 F.R. 17456, 9 F.R. 4319)) is hereby amended to read as follows:

§ 1202.280 *Violations.* In accordance with the applicable procedure, any person who violates any provision of this order may be prohibited from receiving, making any deliveries of, or using rationed farm equipment. In addition, any person who wilfully violates any provision of this order is guilty of a crime and may be prosecuted under any and all applicable laws. Further, civil action may be instituted to enforce any liability or duty created by, or to enjoin any violation of, any provision of this order.

(54 Stat. 676, 55 Stat. 236; 56 Stat. 176; E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 10th day of July 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 44-10152; Filed, July 11, 1944; 11:20 a. m.]

TITLE 8—ALIENS AND NATIONALITY

Chapter II—Office of Alien Property Custodian

PART 503—GENERAL ORDERS

PROHIBITION OF TRANSACTIONS AND APPOINTMENT OF AGENTS AND DELEGATES

Prohibition of transactions and appointment of agents and delegates with power to make and to revoke authorizations and to designate supervisors.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, and for the purpose of consolidating and amending certain prohibitions and appointments and delegations heretofore made and promulgated, the undersigned hereby issues the following regulation:

§ 503.31 *General Order No. 31.* (a) The following transactions are prohibited unless authorized by the Alien Property Custodian, or by an agent and delegate appointed by the Alien Property Custodian, or by a supervisor designated by the Alien Property Custodian or by one of his said agents and delegates as hereinafter provided:

(1) All transactions involving any property, control of which has been released by the Secretary of the Treasury pursuant to Executive Order No. 9095, as amended, subject to the power and authority conferred upon the Alien Property Custodian; and

(2) All transactions by, or with, or on behalf of, or pursuant to the direction of, any business enterprise of which the Alien Property Custodian has undertaken the supervision, or which he has vested, or assets of or interests in which he has vested, or involving any property in which such business enterprise has any interest, control of such property or business enterprise having been released by the Secretary of the Treasury pursuant to Executive Order No. 9095, as amended.

(b) C. R. Bergherm, as Chief of the Division of Business Operations and Liquidation, Thomas H. Creighton, as Chief of the Property Division, Homer Jones, as Chief of the Division of Investigation and Research, Howland H. Sargeant, as Chief of the Division of Patent Administration, Roger E. Brooks, as Manager of the Honolulu Office of the Office of Alien Property Custodian, Frank J. Garvey, as Assistant to the Alien Property Custodian and Manager of the New York Office of the Office of Alien Property Custodian, Lloyd L. Shaulis, as Secretary, and W. D. Bradford, as Chief of the Non-Enemy Enterprise Section, Division of Business Operations and Liquidation, are hereby appointed and designated, severally, as agents and delegates of the Alien Property Custodian to make and to revoke, on behalf of the Alien Property Custo-

(Continued on next page)

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FEDERAL REGISTER

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NOTICE

The Cumulative Supplement to the Code of Federal Regulations, covering the period from June 2, 1938, through June 1, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at $3.00 per unit. The following are now available:

Book 1: Titles 1–3 (Presidential documents) with tables and index.
Book 2: Titles 4–9, with index.
Book 3: Titles 10–17, with index.
Book 4: Titles 18–25, with index.
Book 5, Part 1: Title 26, Parts 2–178.

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dian, authorizations of transactions with respect to any property or business enterprise (other than a bank, branch of bank, insurance company or branch of insurance company, or any property of a bank, branch of bank, insurance company or branch of insurance company) subject to the authority and power conferred upon the Alien Property Custodian; and with respect to any such specific property or business enterprise subject to such authority and power, to appoint and designate supervisors for such specific property or business enterprise, who shall have power to make and to revoke, on behalf of the Alien Property Custodian, authorizations of transactions.

(c) Frank J. Garvey, as Assistant to the Alien Property Custodian, is hereby further appointed and designated as agent and delegate of the Alien Property Custodian to make and to revoke on his behalf authorizations of transactions with respect to any bank, branch of bank, insurance company or branch of insurance company, or any property of any bank, branch of bank, insurance company or branch of insurance company, subject to the authority and power conferred upon the Alien Property Custodian, and to designate for any specific bank, branch of bank, insurance company or branch of insurance company, supervisors who shall have power to make and to revoke, on behalf of the Alien Property Custodian, authorizations of transactions.

(d) This regulation supersedes the Certificates of Appointment executed by the Alien Property Custodian October 30, 1942, in favor of S. James Crowley and Edward C. Tefft (7 F.R. 8910), May 8, 1943, in favor of Francis J. McNamara, Homer Jones and Howland H. Sargeant (8 F.R. 6694), September 11, 1943, in favor of Roger E. Brooks (8 F.R. 12839), and April 18, 1944, in favor of Frank J. Garvey (9 F.R. 4485). Nothing contained herein shall affect the validity of anything heretofore done under authority of the aforementioned Certificates of Appointment, nor of anything hereafter done under purported authority of the same which would be valid under authority of this regulation.

Executed at Washington, D. C., on July 10, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10151; Filed, July 11, 1944; 11:13 a. m.]

TITLE 14—CIVIL AVIATION

Chapter II—Administrator of Civil Aeronautics, Department of Commerce

[Amdt. 46]

PART 600—DESIGNATION OF CIVIL AIRWAYS

REDESIGNATION OF AMBER CIVIL AIRWAY NO. 3 AND BLUE CIVIL AIRWAY NO. 10

MAY 13, 1944.

Acting pursuant to the authority vested in me by section 302 of the Civil Aeronautics Act of 1938, as amended, I hereby amend Part 600 of the regulations of the Administrator of Civil Aeronautics as follows:

1. By inserting in § 600.10102 *Amber civil airway No. 3 (El Paso, Tex., to Great Falls, Mont.)* after the words "Pueblo Colo., radio range station;" the following: "the intersection of the center lines of the on course signals of the north leg of the Pueblo, Colo., radio range and the south leg of the Denver, Colo., radio range;"

2. By amending § 600.10309 *Blue civil airway No. 10 (Fresno, Calif., to Williams, Calif.)* to read as follows: "From the Fresno, Calif., radio range station via the intersection of the center lines of the on course signals of the northwest leg of the Fresno, Calif., radio range and the southeast leg of the Sacramento, Calif., radio range and the Sacramento, Calif., radio range station to the Williams, Calif., radio range station."

This amendment shall become effective 0001 e. w. t. May 15, 1944.

C. I. STANTON,
Administrator.

[F.R. Doc. 44–10111; Filed, July 10, 1944, 10:41 a. m.]

[Amdt. 47]

PART 600—DESIGNATION OF CIVIL AIRWAYS

REDESIGNATION OF RED CIVIL AIRWAY NOS. 4 AND 13 AND BLUE CIVIL AIRWAY NO. 23

MAY 26, 1944.

Acting pursuant to the authority vested in me by section 302 of the Civil Aeronautics Act of 1938, as amended, I hereby amend Part 600 of the regulations of the Administrator of Civil Aeronautics as follows:

1. By deleting § 600.10203 *Red civil airway No. 4 (Providence, R. I., to Boston, Mass.)*

2. By amending § 600.10212 *Red civil airway No. 13 (Westfield, Mass., to Hillsgrove, R. I.)* to read as follows:

§ 600.10212 *Red civil airway No. 13 (Westfield, Mass., to Boston, Mass.).* From the Westfield, Mass., radio range station via the intersection of the center lines of the on course signals of the south leg of the Westfield, Mass., radio range and the northwest leg of the Hartford, Conn., radio range; Hartford, Conn., radio range station and the Providence, R. I., radio range station to the intersection of the center lines of the on course signals of the northeast leg of the Providence, R. I., radio range and the southwest leg of the Boston, Mass., radio range.

3. By striking in § 600.10322 *Blue civil airway No. 23 (Sanak, Alaska to Cold Bay, Alaska)* the following: "and the west leg of the Cold Bay, Alaska radio range." and substituting in lieu thereof the following: "and the northeast leg of the Umnak (North Shore), Alaska radio range."

This amendment shall become effective 0001 e. w. t. June 1, 1944.

C. I. STANTON,
Administrator.

[F. R. Doc. 44–10112; Filed, July 10, 1944; 10:41 a. m.]

[Amdt. 48]

PART 600—DESIGNATION OF CIVIL AIRWAYS

REDESIGNATION OF RED CIVIL AIRWAY NO. 11 AND BLUE CIVIL AIRWAY NO. 3

JUNE 5, 1944.

Acting pursuant to the authority vested in me by section 302 of the Civil Aeronautics Act of 1938, as amended, I hereby amend Part 600 of the regulations of the Administrator of Civil Aeronautics as follows:

1. By striking in § 600.10210 *Red civil airway No. 11 (Tulsa, Okla., to St. Louis, Mo.)* the following portion of the caption: "St. Louis, Mo." and substituting in lieu thereof the following: "Huntington, W. Va." and adding after the words: "St. Louis, Mo., radio range," the following: "From the intersection of the center lines of the on course signals of the east leg of the St. Louis, Mo., radio range and the west leg of the Evansville, Ind., radio range via the Evansville, Ind., radio range station; Louisville, Ky., radio range station and the intersection of the center lines of the on course signals of the east leg of the Louisville, Ky., radio range and the southwest leg of the Huntington, W. Va., radio range to the Huntington, W. Va., radio range station."

2. By striking in § 600.10302 *Blue civil airway No. 3 (Tampa, Fla., to Birmingham, Ala.)* the following portion of the caption: "Birmingham, Ala." and substituting in lieu thereof the following: "Terre Haute, Ind." and adding after the words: "Birmingham, Ala., radio range station," the following: "From the Nashville, Tenn., radio range station via the intersection of the center lines of the on course signals of the northwest leg of the Nashville, Tenn., radio range and the south leg of the Evansville, Ind., radio range and the Evansville, Ind., radio range station to the Terre Haute, Ind., radio range station."

This amendment shall become effective 0001 e. w. t. June 9, 1944.

C. I. STANTON,
Administrator.

[F. R. Doc. 44–10113; Filed, July 10, 1944; 10:41 a. m.]

[Amdt. 49]

PART 600—DESIGNATION OF CIVIL AIRWAYS

REDESIGNATION OF RED CIVIL AIRWAY NO. 1

JUNE 17, 1944.

Acting pursuant to the authority vested in me by section 302 of the Civil Aeronautics Act of 1938, as amended, I hereby amend Part 600 of the regulations of the Administrator of Civil Aeronautics as follows:

1. By striking in § 600.10200 *Red civil airway No. 1 (Portland, Ore., to Fort Bridger, Wyo.)* the following portion of the caption: "Fort Bridger, Wyo." and substituting in lieu thereof the following: "Kansas City, Mo." and adding after the words: "Fort Bridger, Wyo., radio range station." the following: "From the Akron, Colo., radio range station via the Salina, Kans., radio range station and the center of the city of Alma, Kans., to the Kansas City, Mo., radio range station."

This amendment shall become effective 0001 e. w. t., June 20, 1944.

C. I. STANTON,
Administrator.

[F. R. Doc. 44–10114; Filed, July 10, 1944; 10:41 a. m.]

[Amdt. 73]

PART 601—DESIGNATION OF CERTAIN CONTROL AIRPORTS

BLUE CIVIL AIRWAY NO. 28 AND AMBER CIVIL AIRWAY NO. 4

MAY 13, 1944.

Designation of Airway Traffic Control Areas: Blue Civil Airway No. 28. Redesignation of Radio Fixes: Amber Civil Airway No. 4 and Blue Civil Airway No. 28.

Acting pursuant to the authority vested in me by section 308 of the Civil Aeronautics Act of 1938, as amended, and Special Regulation No. 197 of the Civil Aeronautics Board, I hereby amend Part 601 of the regulations of the Administrator of Civil Aeronautics as follows:

1. By adding a new § 601.10328 *Blue civil airway No. 28, airway traffic control areas (Columbia, S. C., to Charleston, S. C.)* to read as follows: "All of Blue civil airway No. 28."

2. By inserting in § 601.4014 *Amber civil airway No. 4 (Brownsville, Tex., to Bismarck, N. Dak.)* after the words: "Chanute, Kans., radio range station;" the following: "the Platte City, Mo., fan type radio marker or the intersection of the center lines of the on course signals of the northwest leg of the Kansas City, Mo., radio range and the west leg of the Columbia, Mo., radio range;"

3. By amending § 601.40328 *Blue civil airway No. 28 (Columbia, S. C., to Charleston, S. C.)* to read as follows: "No radio fix designation."

This amendment shall become effective 0001 e. w. t., May 15, 1944.

C. I. STANTON,
Administrator.

[F. R. Doc. 44–10107; Filed, July 10, 1944; 10:41 a. m.]

[Amdt. 74]

PART 601—DESIGNATION OF CERTAIN CONTROL AIRPORTS

RED CIVIL AIRWAY NOS. 4 AND 13, GREEN CIVIL AIRWAY NO. 2, BLUE CIVIL AIRWAY NO. 23

MAY 26, 1944.

Redesignation of Airway Traffic Control Areas: Red Civil Airway No. 4. Redesignation of Radio Fixes: Green Civil

Airway No. 2; Red Civil Airways Nos. 4 and 13; Blue Civil Airway No. 23.

Acting pursuant to the authority vested in me by section 308 of the Civil Aeronautics Act of 1938, as amended, and Special Regulation No. 197 of the Civil Aeronautics Board, I hereby amend Part 601 of the regulations of the Administrator of Civil Aeronautics as follows:

1. By deleting § 601.10204 *Red civil airway No. 4 airway traffic control areas (Providence, R. I., to Boston, Mass.).*

2. By adding in § 601.4002 *Green civil airway No. 2 (Seattle, Wash., to Boston, Mass.)* after the words: "the intersection of the center lines of the on course signals of the southeast leg of the Westfield, Mass., radio range and the northeast leg of the Hartford, Conn., radio range;" the following: "the Franklin, Mass., fan type radio marker station or the intersection of the center lines of the on course signals of the northeast leg of the Providence, R. I., radio range and the southwest leg of the Boston, Mass., radio range;"

3. By deleting § 601.40204 *Red civil airway No. 4 (Providence, R. I., to Boston, Mass.).*

4. By amending § 601.40213 *Red civil airway No. 13 (Westfield, Mass., to Hillsgrove, R. I.)* to read as follows:

§ 601.40213 *Red civil airway No. 13 (Westfield, Mass., to Boston, Mass.).* The intersection of the center lines of the on course signals of the south leg of the Westfield, Mass., radio range and the northwest leg of the Hartford, Conn., radio range; the intersection of the center lines of the on course signals of the southwest leg of the Boston, Mass., radio range and the west leg of the Providence, R. I., radio range; Providence, R. I., radio range station.

5. By deleting in § 601.40323 *Blue civil airway No. 23 (Sanak, Alaska to Cold Bay, Alaska)* the following: "The intersection of the center lines of the on course signals of the southwest leg of the Sanak, Alaska radio range and the southeast leg of the Dutch Harbor, Alaska radio range;" and also deleting: "the intersection of the center lines of the on course signals of the northeast leg of the Dutch Harbor, Alaska radio range and the west leg of the Cold Bay, Alaska radio range."

This amendment shall become effective 0001 e. w. t. June 1, 1944.

C. I. STANTON,
Administrator.

[F. R. Doc. 44-10108; Filed, July 10, 1944; 10:41 a. m.]

[Amdt. 75]

PART 601—DESIGNATION OF CERTAIN CONTROL AIRPORTS

RED CIVIL AIRWAY NO. 11 AND BLUE CIVIL AIRWAY NO. 3

JUNE 5, 1944.

Redesignation of Airway Traffic Control Areas and Radio Fixes: Red Civil Airway No. 11 and Blue Civil Airway No. 3.

Acting pursuant to the authority vested in me by section 308 of the Civil Aeronautics Act of 1938, as amended, and Special Regulation No. 197 of the Civil Aeronautics Board, I hereby amend Part 601 of the regulations of the Administrator of Civil Aeronautics as follows:

1. By striking in § 601.10211 *Red civil airway No. 11 airway traffic control areas (Tulsa, Okla., to St. Louis, Mo.)* the following portion of the caption: "St. Louis, Mo." and substituting in lieu thereof the following: "Huntington, W. Va."

2. By striking in § 601.10303 *Blue civil airway No. 3 airway traffic control areas (Birmingham, Ala. to Tampa, Fla.)* the following portion of the caption: "Birmingham, Ala." and substituting in lieu thereof the following: "Terre Haute, Ind."

3. By striking in § 601.40211 *Red civil airway No. 11 (Tulsa, Okla., to St. Louis, Mo.)* the following portion of the caption: "St. Louis, Mo." and substituting in lieu thereof the following: "Huntington, W. Va." and adding after the words: "Vichy, Mo., radio range station." the following: "The intersection of the center lines of the on course signals of the northeast leg of the Scott Field, Ill., radio range and the west leg of the Evansville, Ind., radio range; Evansville, Ind., radio range station."

4. By amending § 601.40303 *Blue civil airway No. 3 (Tampa, Fla., to Birmingham, Ala.)* to read as follows:

§ 601.40303 *Blue civil airway No. 3 (Tampa, Fla., to Terre Haute, Ind.).* The intersection of the center lines of the on course signals of the north leg of the Tampa, Fla., radio range and the southeast leg of the Cross City, Fla., radio range; Cross City, Fla., radio range station; the intersection of the center lines of the on course signals of the northwest leg of the Cross City, Fla., radio range and the east leg of the Tallahassee, Fla., radio range; Dothan, Ala., radio range station; the intersection of the center lines of the on course signals of the west leg of the Maxwell Field, Ala., radio range and the south leg of the Birmingham, Ala., radio range; the intersection of the center lines of the on course signals of the northwest leg of the Nashville, Tenn., radio range and the south leg of the Evansville, Ind., radio range."

This amendment shall become effective 0001 e. w. t. June 9, 1944.

C. I. STANTON,
Administrator.

[F. R. Doc. 44-10109; Filed, July 10, 1944; 10:41 a. m.]

[Amdt. 76]

PART 601—DESIGNATION OF CERTAIN CONTROL AIRWAYS

RED CIVIL AIRWAY NO. 1

JUNE 17, 1944.

Redesignation of Airway Traffic Control Areas: Red Civil Airway No. 1. Redesignation of Radio Fixes: Red Civil Airway No. 1.

Acting pursuant to the authority vested in me by section 308 of the Civil Aeronautics Act of 1938, as amended, and Special Regulation No. 197 of the Civil Aeronautics Board, I hereby amend Part 601 of the Regulations of the Administrator of Civil Aeronautics as follows:

1. By amending § 601.10201 *Red civil airway No. 1 airway traffic control areas (Portland, Ore., to Fort Bridger, Wyo.)* to read as follows:

§ 601.10201 *Red civil airway No. 1 airway traffic control areas (Portland, Ore., to Kansas City, Mo.).* All of Red civil airway No. 1 from the Portland, Ore., radio range station to the intersection of the center lines of the on course signals of the southeast leg of the Burley, Idaho radio range and the northwest leg of the Plymouth, Utah radio range; from the Salt Lake City, Utah radio range station to the Fort Bridger, Wyo., radio range station; from the Akron, Colo., radio range station to a line extended at right angles across such airway through a point 25 miles southeast of the Akron, Colo., radio range station; from a line extended at right angles across such airway through a point 25 miles west of the Kansas City, Mo., radio range station to the Kansas City, Mo., radio range station.

2. By striking in § 601.40201 *Red civil airway No. 1 (Portland, Ore., to Fort Bridger, Wyo.)* the following portion of the caption: "Fort Bridger, Wyo." and substituting in lieu thereof the following: "Kansas City, Mo." and adding after the words: "Burley, Idaho radio range station." the following: "Salina, Kans., radio range station."

This amendment shall become effective 0001 e. w. t., June 20, 1944.

C. I. STANTON,
Administrator.

[F. R. Doc. 44-10110; Filed, July 10, 1944; 10:41 a. m.]

TITLE 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. 4145]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

AGRICULTURAL INSECTICIDE & FUNGICIDE ASSOCIATION, ET AL.

§ 3.24 (a) *Coercing and intimidating—Competitors—By threatening disciplinary action or otherwise:* § 3.27 (d) *Combining or conspiring—To enhance, maintain or unify prices:* § 3.27 (f) *Combining or conspiring—To limit distribution to regular or established channels:* § 3.27 (h) *Combining or conspiring—To restrain and monopolize trade.* Order (1) modifying, as to respondents named, as below set forth, order of July 24, 1942 which required respondents therein joined, in connection with offer, etc., in commerce, of agricultural insecticides, fungicides, and related chemicals and items for similar usage, to cease and desist from entering into, continuing, directing, instigating, or "cooperating in, any common course of action", mutual agreement, etc., to fix, establish or maintain prices, whether on a delivered basis or otherwise, etc., or to make use of the various other practices as there specified; so that as to aforesaid named respondents the above quoted words are changed to read "cooperating in any agreed or planned common course of action"; and (2) dismissing the complaint in the proceeding as to respondent R. Earl Demmon, former director of the association and "representative" of respondent Stauffer Chemical Co., Inc. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U. S. C., Supp. IV, sec. 45i) [Modified cease and desist order, Agricultural Insecticide & Fungicide Association, et al., Docket 4145, June 8, 1944]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 8th day of June, A. D. 1944.

In the Matter of Agricultural Insecticide & Fungicide Association, Its Officers, Directors and Members, Allegheny Chemical Corporation, Ansbacher-Siegle Corporation, General Chemical Co., a Corporation, Phelps Dodge Refining Corporation, and Tennessee Corporation

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, the answers thereto of the several respondents named in the caption hereof, and certain stipulations of additional facts, and respondents having expressly waived all intervening procedure and hearing as to the facts and consented that the Commission may, without any further intervening procedure, make and enter its findings as to the facts, its conclusion based thereon, and its order disposing of the proceeding, and the Commission having made its findings as to the facts and conclusion that said respondents have violated the provisions of the Federal Trade Commission Act, and having entered its cease and desist order herein on July 24, 1942; and, thereafter, the respondents Phelps Dodge Refining Corporation, Tennessee Corporation, American Cyanamid & Chemical Corporation, John Powell & Company, Inc., Southern Acid & Sulphur Company, Inc., Stauffer Chemical Company, Inc., and R. Earl Demmon, having filed in the United States Circuit Court of Appeals for the Second Circuit their petitions for a review of the Commission's said order to cease and desist, entered on July 24, 1942; and, thereafter, on December 23, 1943, the said United States Circuit Court of Appeals for the Second Circuit having unconditionally affirmed the Commission's said order to cease and desist as to the said respondents, Phelps Dodge Refining Corporation, Tennessee Corporation, American Cyanamid & Chemical Corporation, John Powell & Company, Inc., Southern Acid & Sulphur Company, Inc., and Stauffer Chemical Company, Inc., and having reversed the Commission's said order as to the respondent R. Earl Demmon; and, thereafter a stipulation having been entered into by the Commission, with the petitioning respondents only, that the Commission's said order of July 24, 1942, should be modified to the extent that the language "cooperating in any common course of action" appearing in the Commission's said order to cease and desist entered on July 24, 1942, should be changed to read "cooperating in any agreed or planned common course of action," and thereafter decrees to this effect having been entered on February 21, 1944, with respect to the said petitioners only; now, therefore, in conformity with the decrees entered by the United States Circuit Court for the Second Circuit.

It is ordered, That as to the respondents, Phelps Dodge Refining Corporation, Tennessee Corporation, American Cyanamid & Chemical Corporation, John Powell & Company, Inc., Southern Acid & Sulphur Company, Inc., and Stauffer Chemical Company, Inc., the Commission's said order to cease and desist heretofore entered on July 24, 1942, be and the same hereby is amended and modified to the extent that the language "cooperating in any common course of action" appearing therein be, and the same hereby is changed so as to read "cooperating in any agreed or planned common course of action".

It is further ordered, That the said complaint as to the respondent R. Earl Demmon be, and the same hereby is dismissed.

It is further ordered, That the Commission's said order to cease and desist as entered herein on July 24, 1942, be and the same hereby is ratified and confirmed in all other respects save and except as herein modified.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 44-10150; Filed, July 11, 1944; 10:54 a. m.]

TITLE 19—CUSTOMS DUTIES

Chapter I—Bureau of Customs

[T. D. 51090]

PART 14—APPRAISEMENT

EXAMINATION OF MERCHANDISE

It is my opinion that the examination of less than 1 package of every 10 packages of chewing gum covered by 1 invoice and imported in packages, the contents and value of which are uniform, will amply protect the revenue.

Therefore, by virtue of the authority contained in sections 499 and 624 of the Tariff Act of 1930, as amended (19 U.S.C. 1499 and 1624), I do by this special regulation permit and authorize a less number of packages than 1 package of every 10 packages, but not less than 1 package of every invoice, of chewing gum to be examined.

This special regulation shall not be construed to preclude the examination of packages in addition to the minimum number hereby permitted to be examined if the collector or the appraiser shall deem it necessary that a greater number of packages be examined.

In view of the foregoing, § 14.1 (b), Customs Regulations of 1943 (19 CFR, Cum. Supp., 14.1 (b)), containing a list of merchandise as to which collectors are especially authorized to designate for examination less than 1 package of every 10 packages, is hereby amended by inserting in said list after "Gums and resins, natural and synthetic," the following:

Gum, chewing.

The number of this Treasury decision shall be added as a marginal notation to § 14.1 (b).

(Sec. 499, 46 Stat. 728, secs. 15, 16 (a), 52 Stat. 1084, sec. 624, 46 Stat. 759; 19 U.S.C. 1499, 1624)

[SEAL] W. R. JOHNSON,
Commissioner of Customs.

Approved: July 7, 1944.

HERBERT E. GASTON,
Acting Secretary of the Treasury.

[F. R. Doc. 44-10144; Filed, July 10, 1944; 4:48 p. m.]

TITLE 26—INTERNAL REVENUE

Chapter I—Bureau of Internal Revenue

Subchapter A—Income and Excess-Profits Taxes

[T. D. 5389]

PART 29—INCOME TAX; TAXABLE YEARS BEGINNING AFTER DECEMBER 31, 1941

BACK PAY ATTRIBUTABLE TO PRIOR YEARS

Regulations 111 amended to conform to section 119 of the Revenue Act of 1943, relating to back pay attributable to prior years.

In order to conform Regulations 111 (26 CFR Cum. Supp., Part 29) to section 119 of the Revenue Act of 1943 (Pub. Law 235, 78th Cong.), enacted February 25, 1944, such regulations are amended as follows:

PARAGRAPH 1. There is inserted immediately preceding § 29.107-1 the following:

SEC. 119. BACK PAY, ATTRIBUTABLE TO PRIOR YEARS. (Revenue Act of 1943, Title I.)

(a) *In general.* Section 107 (relating to compensation for certain services rendered) is amended by inserting at the end thereof the following new subsection:

(d) *Back pay.* (1) *In general.* If the amount of the back pay received or accrued by an individual during the taxable year exceeds 15 per centum of the gross income of the individual for such year, the part of the tax attributable to the inclusion of such back pay in gross income for the taxable year shall not be greater than the aggregate of the increses in the taxes which would have resulted from the inclusion of the respective portions of such back pay in gross income for the taxable years to which such portions are respectively attributable, as determined under the regulations prescribed by the Commissioner with the approval of the Secretary.

(2) *Definition of back pay.* For the purposes of this subsection, "back pay" means (A) remuneration, including wages, salaries, retirement pay, and other similar compensation, which is received or accrued during the taxable year by an employee for services performed prior to the taxable year for his employer and which would have been paid prior to the taxable year except for the intervention of one of the following events: (i) Bankruptcy or receivership of the employer; (ii) Dispute as to the liability of the employer to pay such remuneration, which is determined after the commencement of court proceedings; (iii) If the employer is the United States, a State, a Territory, or any political subdivision thereof, or the District of Columbia, or any agency or instrumentality of any of the foregoing, lack of funds appropriated to pay such remunera-

tion; or (iv) any other event determined to be similar in nature under regulations prescribed by the Commissioner with the approval of the Secretary; and (B) wages or salaries which are received or accrued during the taxable year by an employee for services performed prior to the taxable year for his employer and which constitute retroactive wage or salary increases ordered, recommended, or approved by any Federal or State agency, and made retroactive to any period prior to the taxable year; and (C) payments which are received or accrued during the taxable year as the result of an alleged violation by an employer of any State or Federal law relating to labor standards or practices, and which are determined under regulations prescribed by the Commissioner with the approval of the Secretary to be attributable to a prior taxable year. Amounts not includible in gross income under this chapter shall not constitute "back pay."

(b) *Technical amendment.* The title of section 107 is amended by adding at the end thereof the following: "And Back Pay."

(c) *Taxable years to which applicable.* The amendments made by this section shall be effective with respect to taxable years beginning after December 31, 1940.

PAR. 2. There is inserted immediately following § 29.107–2 the following:

§ 29.107–3 *Back pay attributable to prior taxable years.* Section 107 (d) (2) defines "back pay" and section 107 (d) (1) limits the amount of tax resulting from the inclusion of such back pay in gross income for the year in which it is received or accrued. Back pay includes compensation, wages, salaries, pensions and retirement pay received or accrued during the taxable year by an employee for services performed prior to the taxable year for his employer and which would have been paid prior to the taxable year but for the intervention of any one of the following events: (1) bankruptcy or receivership of the employer; (2) dispute as to the liability of the employer to pay such remuneration, which is determined after the commencement of court proceedings; (3) if the employer is the United States, a State, a Territory, or any political subdivision thereof, or the District of Columbia, or any agency or instrumentality of any of the foregoing, lack of funds appropriated to pay such remuneration; or (4) any other event determined to be similar in nature under these regulations. As to what constitutes bankruptcy and receivership proceedings see § 29.274–1.

An event will be considered similar in nature to those events specified in section 107 (d) (2) (A) (i), (ii) and (iii) only if the circumstances are unusual, if they are of the type specified therein, if they operate to defer payment of the remuneration for the services performed, and if payment, except for such circumstances, would have been made prior to the taxable year in which received or accrued. For the purposes of this section the term "back pay" does not include remuneration which is deemed to be constructively received in the taxable year or years in which the services were performed, remuneration paid in the current year in accordance with the usual practice or custom of the employer even though received in respect of services performed in a prior year or years, additional compensation for past services where there was no prior agreement or legal obligation to pay such additional compensation, or any amount which is not includible in gross income under chapter 1.

The term "back pay" also embraces retroactive wage or salary increases received or accrued in respect of services performed by an employee for his employer in a prior taxable year which have been ordered, recommended, or approved by any Federal or State agency such as, but not limited to, the War Labor Board or any regional War Labor Board, the Salary Stabilization Unit of the Bureau of Internal Revenue, and boards authorized by the Railway Labor Act (44 Stat. 577), as amended (45 U.S.C., 1940 ed., ch. 8), comparable State organizations, and United States and State courts; payments made as a result of alleged violations of sections 6 and 7 of the Fair Labor Standards Act of 1938 (52 Stat. 1062 and 1063, as amended; 29 U.S.C., 1940 ed., secs. 206 and 207), and made retroactive to any period prior to the taxable year; and payments which are received or accrued during the taxable year arising out of an alleged violation by an employer of any State or Federal law relating to labor standards or practices, such as payments received to effectuate the policies of the National Labor Relations Act (49 Stat. 449), as amended (29 U.S.C., 1940 ed., secs. 151–166). The term "wage or salary increases" as used in this section includes payments not made until after the close of the taxable year on account of regulations, orders, or rulings under the Inflation Control Act of 1942 (56 Stat. 765; 50 U.S.C., App., Sup., secs. 961–971) even though the total amount paid for the services rendered does not exceed the amount payable by contract or under established policy.

An individual must compute his net income for any taxable year to which back pay is attributable, even though he was not required to make a return for such year. Thus, all amounts properly includible as gross income for any taxable year to which back pay is attributable must be included in the computation.

For the purpose of determining under section 107 (d) the particular taxable year or years to which the back pay is attributable and, if such back pay is attributable to more than one taxable year, the amount thereof which is attributable to each of such taxable years, the following rules will be applicable:

(1) Back pay, as defined under section 107 (d) (2) (A), shall be deemed to be attributable to a particular taxable year in the amount and to the extent that it would have been paid in such year except for the intervention of one of the events described in section 107 (d) (2) (A).

(2) Back pay, as defined under section 107 (d) (2) (B), shall be deemed to be attributable to a particular taxable year in the amount and to the extent that it would have been paid in such year had the wage or salary increase as described in section 107 (d) (2) (B) been actually put into effect on the date to which it was first made retroactive.

(3) Back pay, as defined under section 107 (d) (2) (C), shall be deemed to be attributable to a particular taxable year in the amount and to the extent that it represents payments in respect of the alleged violation described in section 107 (d) (2) (C) which occurred in such year or which continued during any part of such year.

(4) In those cases where a computation has been made by, or under the direction of, a Federal or State agency (including any Federal or State court) under which the back pay was awarded, which indicates that particular portions of such back pay are attributable to certain definite periods of time, such computation shall be accepted as the appropriate apportionment for the purposes of these regulations.

(5) Where no such computation has been made as provided in (4), and where the apportionment cannot be accurately made upon consideration of all the attendant circumstances in accordance with the applicable rule prescribed in (1), (2), or (3), then in proper cases the back pay shall be apportioned to each of the taxable years within which fall one or more calendar months included within the entire period for which such back pay has been paid, as if such back pay had been received or accrued in equal portions in each of such calendar months. For the purposes of this section, a fractional part of a month is to be disregarded unless it amounts to more than half a month, in which case it is to be considered as a month.

The first step in determining whether section 107 (d) is applicable is the determination of the percentage which the back pay is of the gross income of the taxpayer for the current taxable year. It must exceed 15 per centum of such gross income. The amount of the tax attributable to such back pay is the difference between the tax for the taxable year computed with the inclusion of such back pay in gross income and the tax for such taxable year computed without including such back pay in such gross income.

The amount of the tax attributable to such back pay in each taxable year is the difference between the tax for such taxable year computed with the inclusion in gross income of the portion of such back pay attributable to such taxable year and the tax for such taxable year computed without including any part of such back pay in gross income.

The tax for the current taxable year is (1) the tax computed with the inclusion in gross income of the entire back pay received or accrued in the taxable year, or (2) the tax computed without including any such back pay in gross income for the current taxable year, plus the aggregate of the increases in the taxes which would have resulted from the inclusion of the respective portions of such back pay in gross income for each taxable year to which each such portion is respectively attributable, whichever is the smaller.

This may be illustrated by the following example in which the taxpayer makes his returns on the cash receipts and disbursements basis, and in which it is assumed that he is entitled to use and uses for the taxable years 1944 and 1941 the alternative tax provided in Supplement T:

Example. In 1944 a single person with no dependents who makes his income tax returns on the calendar year basis receives $2,900, which amount constitutes his adjusted gross income. Of this amount $500 constitutes back pay. His tax for the calendar year 1944 on $2,900 would be $490. On $2,400 ($2,900 minus $500) the tax would be $384. That part of the tax for 1944 attributable to back pay is therefore $106 ($490 minus $384). Of the back pay $300 is attributable to the year 1941. During such year he had received $2,000. For such year the amount of tax on $2,000 is $104. The amount of tax which he would have paid for such year had he included in gross income the portion of back pay attributable to such year would be $130. The increase in the tax for such year would be $26 ($130 minus $104).

The remainder of the back pay, $200, is attributable to the calendar year 1940. During such year his net income was $1,800. For such year the amount of tax, including the defense tax, on $1,800 is $36.08 and the amount of tax, including the defense tax, which he would have paid for such year had he included in gross income the portion of back pay attributable to such year would be $44. The increase in the tax for such year would be $7.92 ($44 minus $36.08). The aggregate of increases in the taxes for the calendar years 1941 and 1940 would be $33.92. The tax for the calendar year 1944 is the smaller of $384 plus (1) $106 or (2) $33.92. Since $33.92 is smaller than $106 the tax for the calendar year 1944 is $417.92 ($384 plus $33.92).

Section 6 (d) (3) of the Current Tax Payment Act of 1943, as amended by section 506 (b) of the Revenue Act of 1943, provides that section 107 of the Internal Revenue Code shall be applied without regard to subsections (a) and (b) of section 6 of the Current Tax Payment Act of 1943. For example, a taxpayer who had received or accrued compensation including back pay in 1943 determines his income tax, including the victory tax, for such year in the manner provided in section 107 of the Internal Revenue Code before the application of section 6. In the process of determining such tax, portions of such compensation are attributable to prior years and the limitation upon the increase in the tax for 1943 attributable to such compensation is determined by reference to the tax for the respective years computed upon the portion of such compensation allocable to such years. While all of such compensation is included in gross income for 1942 or 1943, as the case may be, such compensation is attributable to prior years without regard to section 6 of the Current Tax Payment Act of 1943. This may be illustrated by the following example in which the taxpayer makes his returns on the cash receipts and disbursements basis, and in which it is assumed that he is entitled to use and uses for the taxable years 1943, 1942 and 1941 the alternative tax provided in Supplement T:

Example. In 1943 a single person (not the head of a family) who makes his income tax returns on a calendar year basis receives $2,200. Of this amount $600 constitutes back pay. Including the victory tax, his tax liability for 1943 on $2,200 would be $342.10. On $1,600 ($2,200 minus $600) the tax liability would be $216.60. That part of the tax liability for the calendar year 1943 attributable to back pay is therefore $125.50 ($342.10 minus $216.60). Of the back pay $400 is attributable to the calendar year 1942. During such year he had received $1,000. For the calendar year 1942 the amount of tax liability on $1,000 is $76. The amount of tax liability for such year had he included in gross income the portion of back pay attributable to the calendar year 1942 would be $145. The increase in the tax liability for such year would be $69 ($145 minus $76).

The remainder of the back pay, $200, is attributable to the calendar year 1941. During such year he had received $1,000. For such year the amount of tax on $1,000 is $18, and the amount of tax which he would have paid for such year had he included in gross income the portion of back pay attributable to the year 1941 would be $35. The increase in the tax for such year would be $17 ($35 minus $18). The aggregate of the increases in the taxes for the calendar years 1942 and 1941 would be $86. The tax liability for the calendar year 1943 is the smaller of $216.60 plus (1) $125.50 or (2) $86. Since $86 is smaller than $125.50, the tax liability for the calendar year 1943, prior to the application of section 6 of the Current Tax Payment Act of 1943, is $302.60. For the application of section 6 of the Current Tax Payment Act of 1943, see the regulations thereunder, set forth in Treasury Decision 5300, approved October 1, 1943, and amendments thereto.

PAR. 3. Section 29.126–1 is amended by striking out the eighth and ninth sentences in the last paragraph thereof and inserting the following in lieu thereof: "If the amounts received would be subject to special treatment under section 107 if the decedent had lived and included such amounts in his gross income, section 107 applies."

PAR. 4. The above amendments to Regulations 111, which regulations cover taxable years beginning after December 31, 1941, are hereby made applicable to any taxable year begining after December 31, 1940 and prior to January 1, 1942, which is covered by Regulations 103.

(Sec. 119, Revenue Act of 1943 (Pub. Law 235, 78th Cong.) enacted Feb. 25, 1944, and sec. 62, Internal Revenue Code (53 Stat. 32; 26 U.S.C., 1940 ed., 62))

JOSEPH D. NUNAN, Jr.,
Commissioner of Internal Revenue.

Approved: July 10, 1944.

JOHN L. SULLIVAN,
Acting Secretary of the Treasury.

[F. R. Doc. 44–10143; Filed, July 10, 1944; 4:48 p. m.]

TITLE 29—LABOR

Chapter II—National Labor Relations Board

PART 202—PROCEDURE UNDER SECTION 10 OF THE ACT FOR THE PREVENTION OF UNFAIR LABOR PRACTICES

ISSUANCE OF FORMAL COMPLAINT BY REGIONAL DIRECTOR

By virtue of the authority vested in it by the National Labor Relations Act, approved July 5, 1935, the National Labor Relations Board hereby issues the following amendment to its Rules and Regulatfons—Series 3 (General Rules and Regulations) which it finds necessary to carry out the provisions of said act. Said amendment to the Rules and Regulations—Series 3, shall become effective upon the signature of the original amendment by the members of the Board, and upon publication thereof in the FEDERAL REGISTER.

Section 202.5, National Labor Relations Board Rules and Regulations—Series 3 is hereby amended in the following manner:

The last sentence of the first paragraph thereof, reading as follows: "A copy of the charge upon which the complaint is based shall be attached to the complaint," is hereby deleted.

As amended, § 202.5, National Labor Regulatons Board Rules and Regulations—Series 3, shall read as follows:

§ 202.5 *When and by whom issued; contents; service.* After a charge has been filed, if it appears to the Regional Director that formal proceedings in respect thereto should be instituted, he shall issue and cause to be served upon the respondent and the person or labor organization making the charge (hereinafter referred to as the "parties") a formal complaint in the name of the Board stating the charges and containing a Notice of Hearing before a Trial Examiner at a place therein fixed and at a time not less than ten days after the service of the complaint.

Whenever the complaint contains allegations under section 8 (2) of the act, any labor organization referred to in such allegations shall be duly served with a copy of the complaint and Notice of Hearing. Whenever any labor organization, not the subject of section 8 (2) allegation in the complaint, is a party to any contract with the respondent the legality of which is put in issue by any allegation of the complaint, such labor organization shall be made a party to the proceeding.

Signed at Washington, D. C., this 11th day of July 1944.

H. A. MILLIS,
Chairman.
GERARD D. REILLY,
Member.
JOHN M. HOUSTON,
Member.

[F. R. Doc. 44–10191; Filed, July 11, 1944; 11:57 a. m.]

Chapter IV—Children's Bureau

[Hazardous-Occupations Order 5, Amdt.]

PART 422—OCCUPATIONS PARTICULARLY HAZARDOUS FOR THE EMPLOYMENT OF MINORS BETWEEN 16 AND 18 YEARS OF AGE OR DETRIMENTAL TO THEIR HEALTH OR WELL-BEING

OPERATION OF POWER-DRIVEN WOODWORKING MACHINES

By virtue of and pursuant to the authority conferred by section 3 (l) of the Fair Labor Standards Act of 1938; an amendment to Hazardous-Occupations Order No. 5 having been proposed for final adoption by the Chief of the Children's Bureau; opportunity having been given to all interested persons to file objections thereto within 10 days from the date of publication of such proposed amendment in the FEDERAL REGISTER; no objections having been filed; and sufficient reason appearing therefor.

Now, therefore, § 422.5 of Part 422 of Chapter IV, Title 29, Code of Federal Regulations, is hereby amended so as to include the following paragraph:

§ 422.5 *Occupations involved in the operation of power-driven woodworking machines.* • • •

(d) Notwithstanding the provisions of paragraph (a) hereof, during the continuance of the present war and for 6 months after the termination thereof, unless terminated prior thereto by order of the Chief of the Children's Bureau, this order shall not apply to the occupations of operating nailing, stapling, wire stitching, fastening or assembling machines used in the manufacture of veneer fruit and vegetable baskets, hampers, or crates.

The foregoing paragraph shall be designated as paragraph (d). Paragraphs (d) and (e) of § 422.5 of Part 422, Chapter IV, Titie 29, Code of Federal Regulations, are hereby redesignated as paragraphs (e) and (f).

This amendment shall become effective upon publication in the FEDERAL REGISTER.

Dated: July 11, 1944.

KATHARINE F. LENROOT,
Chief of the Children's Bureau.

[F. R. Doc. 44-10171; Filed, July 11, 1944; 11:46 a. m.]

TITLE 30—MINERAL RESOURCES

Chapter II—Geological Survey

PART 211—COAL-MINING OPERATING AND SAFETY REGULATIONS

1. Section 211.1[1] of Part 211 is hereby amended to provide as follows:

§ 211.1 *Authority and scope of the regulations in this part.* The regulations in this part have been issued pursuant to the authority vested in the Secretary of the Interior by section 32 of the act of February 25, 1920 (41 Stat. 450, 30 U.S.C. sec. 189). On and after July 1, 1944, the administration of the regulations in this part, save and except for those provisions dealing with inspections for the safety and welfare of miners engaged in mining operations on land covered by coal leases, licenses and permits shall be vested in the Geological Survey, Department of the Interior.

Effective July 1, 1944, the function of making inspections for the safety and welfare of miners under the regulations in this part providing for such inspections shall be vested in the Bureau of Mines, Department of the Interior.

The enforcement of the regulations in this part will remain the function of the Geological Survey.

2. Paragraph (b) of this section is revoked effective on the date of approval of this amendment.

PART 231—OPERATING AND SAFETY REGULATIONS GOVERNING THE MINING OF POTASH; OIL SHALE, SODIUM, AND PHOSPHATE; SULPHUR; AND GOLD, SILVER, OR QUICKSILVER.

Section 231.1[1] is hereby amended to provide as follows:

§ 231.1 *Authority, purpose, and scope of the regulations in this part.* Pursuant to the authority vested in the Secretary of the Interior the regulations in this part have been issued to govern the methods of mining on the public domain for the discovery, mining and treating of potash, oil shale, sodium, phosphate, sulphur, gold, silver, or quicksilver. On and after July 1, 1944, the administration of the regulations in this part, save and except for those provisions dealing with inspections for the safety and welfare of miners engaged in operations covered by the regulations in this part shall be vested in the Geological Survey, Department of the Interior.

Effective July 1, 1944, the function of making inspections for the safety and welfare of miners under the regulations in this part providing for such inspections shall be vested in the Bureau of Mines, Department of the Interior.

The enforcement of the regulations in this part will remain the function of the Geological Survey. (Sec. 5, 44 Stat. 1058; 30 U.S.C. 285; sec. 32, 41 Stat. 450; 30 U.S.C. 189; sec. 5, 44 Stat. 302, 47 Stat. 701; 30 U.S.C. 275, 271; sec. 3, 44 Stat. 710; 30 U.S.C. 293)

THOMAS B. NOLAN,
Acting Director,
Geological Survey.

I concur:

R. R. SAYERS,
Director, Bureau of Mines.

Approved: June 30, 1944.

MICHAEL W. STRAUS,
Acting Secretary of the Interior.

[F. R. Doc. 44-10199; Filed, July 11, 1944; 12:58 p. m.]

[1] 30 CFR 211.1.

[1] 9 F.R. 2729.

TITLE 32—NATIONAL DEFENSE

Chapter IX—War Production Board

Subchapter B—Executive Vice-Chairman

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3690; Prl. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 1010—SUSPENSION ORDERS

[Suspension Order S-573]

THERM GAS GENERATOR CO.

Therm Gas Generator Company, a corporation, of Seattle, Washington, is engaged in the manufacture and distribution of cooking and heating equipment. From August 1, 1942 to June 1, 1943, the corporation, as a class B manufacturer, manufactured fuel oil conversion range burners having an approximate value of $33,613.30, in violation of Limitation Order L-23-c. During the same period it sold and delivered to consumers new metal plumbing equipment and new metal heating equipment consisting of oil cooking ranges having an approximate value of $15,683.54, oil burners having an approximate value of $6,658.35, and warm-air furnaces and heating stoves having an approximate value of $6,686.39. Each of these items of plumbing and heating equipment was sold for more than $5.00, without preference ratings of A-10 or higher, and without proper certification. Such sales were in violation of Limitation Order L-79.

The officers of the company in charge of its business were grossly negligent in making no effort to familiarize themselves with the orders and regulations of the War Production Board affecting the business. As the result of these violations, scarce materials have been diverted from the war effort to uses not authorized by the War Production Board. In view of the foregoing, it is hereby ordered, that:

§ 1010.573 *Suspension Order No. S-573.* (a) Deliveries of material to Therm Gas Generator Company, its successors and assigns, shall not be accorded priority over deliveries under any other contract or order, and no preference rating shall be assigned, applied or extended to such deliveries by means of preference rating orders, preference rating certificates, general preference orders, or any other order or regulation of the War Production Board, unless hereafter specifically authorized in writing by the War Production Board.

(b) No allocation, including allotment, shall be made to Therm Gas Generator Company, its successors or assigns, of any material or product the supply or distribution of which is governed by any order of the War Production Board, unless hereafter specifically authorized in writing by the War Production Board.

(c) The provisions of this order shall not apply to deliveries to Therm Gas Generator Company, its successors or assigns, of material or products ordered by or required to fill any order of, the Army, Navy, or Maritime Commission.

(d) Nothing contained in this order shall be deemed to relieve Therm Gas Generator Company, its successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(e) This order shall take effect on July 10, 1944, and shall expire September 1, 1944.

Issued this 29th day of June 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10139; Filed, July 10, 1944; 4:34 p. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S-574]

AMERICAN PLAYGROUND DEVICE CO.

American Playground Device Company is an Indiana Corpofation with its offices at Anderson, Indiana, engaged in the manufacture of playground, swimming pool and other similar equipment. It has not kept either adequate inventory or production records, in wilful violation of Priorities Regulation No. 1.

These violations of Priorities Regulation No. 1 have interfered with the controls established by the War Production Board for the distribution of critical materials. In view of the foregoing, it is hereby ordered, that:

§ 1010.574 *Suspension Order No. S-574.* (a) American Playground Device Company, its successors and assigns, shall not directly or indirectly put into process, process, manufacture or assemble any iron or steel item; article, or part listed on Conservation Order M-126, as it may be amended or supplemented, irrespective of any special exception or permission provided for in said order, which said exception or permission shall not be applicable to respondent's operations, unless hereafter specifically authorized in writing by the War Production Board.

(b) The restrictions set forth herein shall not apply to orders bearing preference ratings of AA-2X or higher for items, articles or parts so excepted or permitted.

(c) This order shall take effect on July 10, 1944, and shall expire on October 10, 1944, subject to earlier termination by the War Production Board upon submission to it by the American Playground Device Company of proper proof that the American Playground Device Company is maintaining proper records as required by Priorities Regulation No. 1.

Issued this 3d day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10140; Filed, July 10, 1944; 4:34 p. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S-577]

SPRINGFIELD MILL SUPPLY, INC.

Springfield Mill Supply, Inc., 516 East Cecil Street, Springfield, Ohio, is a dealer in metal products, including machine equipment and tools and precision gages.

In the latter part of 1942 and the early part of 1943, the company overextended and misapplied its customers' ratings in the acquisition of precision tools to the extent of 2,390 items, thus obtaining delivery from its suppliers by false and misleading statements that it was entitled to apply and extend such ratings in violation of Priorities Regulation 3. The responsible officers of Springfield Mill Supply, Inc., were aware of these regulations and its actions must be deemed to constitute wilful violations of Priorities Regulation 3. These violations of Priorities Regulation 3 have diverted critical materials to uses not authorized by the War Production Board and have hampered and impeded the war effort of the United States. The making of false statements subjected the company to administrative action under Priorities Regulation 1. In view of the foregoing, it is hereby ordered, that:

§ 1010.377 *Suspension Order No. S-577.* (a) Deliveries of gages and precision measuring hand tools as defined in or governed by General Preference Order E-5-a, as amended or supplemented from time to time, to Springfield Mill Supply, Inc., its sucessors or assigns, shall not be accorded priority over deliveries under any other contract or order, and no preference ratings shall be assigned, applied or extended to such deliveries by means of preference rating orders, general preference orders or any other orders, or regulations of the War Production Board, unless hereafter specifically authorized in writing by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve Springfield Mill Supply, Inc., its successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(c) This order shall take effect July 10, 1944, and shall expire November 10, 1944.

Issued this 3d day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10141; Filed, July 10, 1944; 4:34 p. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S-544, Reinstatement and Amendment]

H. T. HAYWARD CO.

The H. T. Hayward Company, of Manchaug, Massachusetts, a corporation owning and operating a woolen mill was suspended on May 15, 1944 by Suspension Order No. S-544. It appealed from the provisions of the suspension order and, pending determination of the appeal, the suspension order was stayed by the Chief Compliance Commissioner, who has concluded that the present suspension order might permanently affect the business of the respondent in a manner unforeseen and has therefore directed that the stay be terminated, the suspension order be reinstated and that the suspension order be amended.

In view of the foregoing, it is hereby ordered, that: § 1010.544 *Suspension Order No. S-544* issued May 8, 1944, and effective May 15, 1944, be and hereby is reinstated as of July 17, 1944; the stay of execution directed by the Chief Compliance Commissioner on May 13, 1944, be and hereby is revoked as of July 17, 1944; and the suspension order be and hereby is amended by substituting the following paragraph (a) for the present paragraph (a):

(a) The H. T. Hayward Company, Manchaug, Massachusetts, its successors and assigns, shall not put into process wool in excess of 40% of its production to fill orders rated lower than AA-4 for the three months period beginning July 17, 1944 and ending October 16, 1944; and shall not put into process wool in excess of 25% of its production to fill orders rated lower than AA-4 for the three months period beginning October 17, 1944 and ending January 16, 1945.

Issued this 10th day of July, 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F.R. Doc. 44-10145; Filed, July 10, 1944; 5:08 p. m.]

PART 1284—BALSA

[General Conservation Order M-177, as Amended July 11, 1944]

General Conservation Order M-177 is hereby amended to read as follows:

The fulfillment of requirements for the defense of the United States has created a shortage of balsa for defense, for private account, and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 1284.1 *General Conservation Order M-177*—(a) *Definitions.* For the purposes of this order:

(1) "Balsa" means the wood of the several species of the genus Ochroma in the form of logs, hewn timbers, blocks or lumber, including boards, planks, dimension, squares, cants, flitches, timbers and other sawed forms, whether rough or dressed, but does not include scrap balsa.

(2) "Scrap balsa" means balsa waste unavoidably accumulated as the result of breakage of balsa while in transit or in the process of handling; or as the result of trimming defective portions from defective boards; or in processing boards in the course of manufacturing of life

floats, life rafts, life nets, jacket or ring life preservers or buoys, or other individual life rescue equipment.

(3) "Balsa thins" means balsa lumber under two inches thick.

(4) "Balsa shorts" means balsa lumber shorter than three feet.

(b) *Restrictions on sales and deliveries.* After July 15, 1944 no person shall sell or deliver "balsa", "balsa thins", or "balsa shorts" except on orders rated AA-5 or higher.

(c) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable regulations of the War Production Board, as amended from time to time.

(d) *Appeals.* Any appeal from the provisions of this order shall be filed on Form WPB-1477 with the field office of the War Production Board for the district in which is located the plant or branch of the appellant to which the appeal relates.

(e) *Communications to the War Production Board.* All reports required to be filed hereunder, and all communications (other than appeals) concerning the order, shall, unless otherwise directed, be addressed to the War Production Board, Lumber and Lumber Products Division, Washington 25, D. C., Ref.: M-177.

(f) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, materials under priority control and may be deprived of priorities assistance.

Issued this 11th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10166; Filed, July 11, 1944; 11:43 a. m.]

PART 3285—LUMBER AND LUMBER PRODUCTS

[Order L-335, Direction 7]

SHIPMENTS OF LUMBER NOT CONTROLLED BY DIRECTIONS 1 TO 5 INCLUSIVE

The following direction is issued pursuant to Order L-335:

(a) *Sawmills that this direction applies to.* This direction applies to sawmills which are not included in Directions 1 to 5 inclusive and the sawmills included in Directions 1 to 5 which ship lumber which is not controlled by these directions.

(b) *Deliveries on certified and uncertified orders.* Every sawmill not included in Directions 1 to 5 inclusive must accept certified orders of conaumers (whether military or not) and distributors offered it in accordance with paragraphs (x) (1) and (x) (2) of Order L-335 but if such a sawmill has not been offered certified orders for all of its lumber it may ship the balance to lumber distributors on uncertified and unrated orders. A shipment of lumber on a distributor's uncertified and unrated order may not be made if it will interfere with the filling of a certified order. Retail sales by sawmills are subject to the provisions of paragraphs (u) and (v) of Order L-335 and the provisions of Direction 8 to the order. These provisions also apply to the shipments of lumber by sawmills included in Directions 1 to 5, inclusive, if the shipments of lumber are not controlled by these directions.

Issued this 11th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10167; Filed, July 11, 1944; 11:43 a. m.]

PART 3285—LUMBER AND LUMBER PRODUCTS

[Order L-335, Direction 10]

RECEIPTS OF LUMBER

The following direction is issued pursuant to Order L-335:

For the purposes of Order L-335 lumber shall be considered as having been received when it reaches the place to which the receiver instructed the supplier to ship it. The only exceptions are: (1) Lumber placed in transit by a lumber supplier before June 15, 1944, and received by a Class I consumer after June 30, 1944 is to be considered as having been received by the Class I consumer before the beginning of the third quarter and is not chargeable against the amount of lumber that he is authorized to receive in the third quarter; and (2) lumber placed in transit by a lumber supplier before July 20, 1944 on orders of consumers (other than Class I consumers) and distributors which is not received before August 1, 1944 is to be considered as having been received by the consumer before August 1, 1944.

Issued this 11th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10168; Filed, July 11, 1944; 11:43 a. m.]

PART 3285—LUMBER AND LUMBER PRODUCTS

[Order L-335, Direction 11]

ASH SPECIALISTS

The following direction is issued pursuant to Order L-335:

(a) This direction tells how "ash specialists" may obtain ash lumber, and what rules they must observe in disposing of it.

(b) Any sawmill may deliver ash lumber to an ash specialist without restriction, just as if the ash specialist were another sawmill.

(c) Unless specifically directed all deliveries of ash lumber by ash specialists are subject to the same provisions of Order L-335 that govern the deliveries of lumber by sawmills. In other words deliveries of ash lumber by ash specialists shall be subject to the same restrictions as if the ash specialist were a sawmill.

(d) For the purposes of this direction an "ash specialist" is a person who operates a concentration yard dealing exclusively in ash lumber.

Issued this 11th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10169; Filed, July 11, 1944; 11:43 a. m.]

PART 3290—TEXTILE, CLOTHING AND LEATHER

[General Conservation Order M-317,[1] as Amended July 5, 1944]

COTTON TEXTILE DISTRIBUTION

§ 3290.115 *General Conservation Order M-317*—(a) *Definitions.* In this order:

(1) "Cotton textiles" means the following products, containing 50% or more by weight of cotton or cotton waste, or a combination of the two:

(i) Woven fabrics, whether gray, original mill or regular finish, bleached, dyed or printed, and the following cotton products: bedsheets, pillow cases, blankets, towels, diapers, face cloths and table "linens"; and

(ii) Yarns, whether gray, bleached, colored, mercerized, glazed, polished, single, plied, cabled or braided, including thread, twines and cordage (e. g. tying, sail, seine, etc. twine, rope, sash, cord, etc.) and including any of the foregoing which may be spun on roving, ring, mule or converted twister spindles.

"Cotton textiles" does not include:

Cotton duck as defined in Conservation Order M-91;

Blankets or blanketing containing 25 per cent or more by weight of wool;

Fabrics (other than blankets or blanketing) or yarns containing wool and produced on the woolen or worsted system.

(2) (i) "Producer" means any manufacturer who makes cotton textiles in the United States.

(ii) "Intermediate processor" means any person engaged in the United States in the business of bleaching, dyeing or otherwise finishing cotton textiles and delivering or using them in the United States for his own account in the bleached or otherwise finished state.

(iii) "Processor" means any person engaged in the United States in the business of manufacturing or having manufactured in the United States for his account, any product in which cotton textiles are incorporated.

(iv) "Merchant" means any person engaged in the United States in the business of purchasing cotton textiles for resale in the United States in the form in which purchased.

(v) "User" means any person other than a producer, intermediate processor or processor, who purchases cotton textiles for his own use in the United States in any business, industry, profession or occupation.

(vi) Any person who performs the functions of more than one of the foregoing—regardless of his customary manner of conducting his business—shall, for the purpose of the following be deemed a separate person with respect to each of those capacities, and he is required to:

(a) Accept rated orders for cotton textiles in preference to any other contracts, orders or uses even though he has not in the past accepted or filled orders for that particular cotton textile, and also to fill them in accordance with the rules of Priorities Regulation No. 1 (In the case of yarn, this requirement applies only to sale yarn defined in the introduction to the Cotton Yarns, Cordage and Twine Distribution Schedule);

(b) Use the ratings assigned by this order; and

(c) Apply the inventory restrictions of this order.

(vii) The definitions in subdivisions (i) to (v) above do not include the United States Army, Navy, Maritime Commission or War Shipping Administration.

(3) Trade terms used in this order shall have their usual trade significance unless otherwise specified.

(b) *Assignment of ratings.*[1] The preference ratings specified in the Preference Rating Schedules of this order are assigned to the persons in Column I for the cotton textiles in Column II to be used only as specified in Column III. The revocation of any rating and its effect is stated in the appropriate group of the Preference Rating Schedules.

(c) *Compulsory use of ratings assigned in schedules or by Form WPB-2842.* No intermediate processor, processor, merchant or user shall purchase or accept delivery of a cotton textile for a purpose for which a rating for that cotton textile is assigned to him in a Preference Rating Schedule unless he uses that rating or a rating assigned on Form WPB-2842. However, a merchant who purchases cotton textiles for sale at retail, or a user, if he wishes, may purchase or accept delivery of cotton textiles without a preference rating. The provisions of this paragraph do not apply to purchases for delivery or ultimate delivery to, or for incorporation into any product for direct or ultimate delivery to, the United States Army, Navy, Maritime Commission or War Shipping Administration, nor do they prohibit the use of an AAA rating.

This rule does not change the rating on the finished product. For example, even though a manufacturer (processor), who is given a rating, according to the AA-2X Preference Rating Schedule, to obtain twills to make coated abrasive products, holds an AA-1 order for coated abrasive products, he must use the AA-2X rating given by the schedule to obtain the twills, and may not use the AA-1 rating for this purpose. The AA-1 rating, however, remains applicable to the finished coated abrasive product for all other purposes (such as to determine the sequence of deliveries).

(d) *How ratings for cotton textiles are to be applied or extended.* Preference ratings shall be applied and extended as provided in Priorities Regulation 3. The standard certification described in Priorities Regulation 7 may be used in applying or extending the rating, but the provisions of subparagraph (1) or (2) below must also be complied with.

(1) *Cotton textiles for export.* In the case of products which are to be exported (or to replace in inventory the exported product) in the form of cotton textiles or in the form of clothing manufactured for the United States Treasury Procurement Division from piece goods purchased by that Division for the Foreign Economic Administration (except where that product or clothing is for direct or ultimate delivery to the United States Army, Navy, Maritime Commission, War Shipping Administration or American Red Cross), the purchaser shall place upon the purchase order an appropriate notation (with the blanks properly filled in), substantially as follows:

These cotton textiles will be exported, or will replace in inventory cotton textiles exported after December 24, 1943.

And also one of the following statements is to be made:

The preference rating was applied by the United States Treasury Procurement Division in connection with contract number ------. [In the case of United States Treasury Procurement for Foreign Economic Administration.];

or

The preference rating was applied in connection with Export License number ------, or Release Certificate number ---------- [In the case of export in connection with licenses or release certificates issued by Foreign Economic Administration.]:

or

The preference rating was applied in connection with the Canadian Cotton Administrator's serial number --------- [In the case of exports to Canada.]

When the above is complied with, the requirements of M-328 are met and it is unnecessary to use any other notation.

If a preference rating for cotton textiles whfch is assigned by the Foreign Economic Administration on an export license or release certificate has not been applied to an order accepted or made the subject of a War Production Board scheduling direction at the end of six months from the date of issuance of the license or release certificate, it shall be deemed revoked. Ratings applied to orders accepted or made the subject of War Production Board scheduling directions at any time before August 1, 1944, for delivery before October 1, 1944, are excepted, however, from this provision.

(2) *Cotton textiles for domestic use.* In all other cases a person (other than the United States Army, Navy, Maritime Commission or War Shipping Administration on their direct purchase orders), applying or extending a rating for a cotton textile, which was assigned by a Preference Rating Schedule or under a War Production Board form, shall place upon the purchase order an appropriate notation, substantially as follows:

This rating has been assigned by M-317, Group(s) No. ----------. [Insert applicable group number or numbers of Preference Rating Schedule.]

or

This rating has been assigned under Form WPB ----------, Serial No. ----------. [Insert the War Production Board form number and its serial number.]

When the above is complied with, the requirements of M-328 are met and it is unnecessary to use any other notation.

(e) *Restrictions relating to fiber or yarn.* (1) No person shall use any preference rating which was assigned, applied or extended for cotton textiles in order to obtain any synthetic fiber or synthetic yarn, except cotton textiles for direct or ultimate delivery to, or for incorporation into any product for direct or ultimate delivery to, the United States Army, Navy, Maritime Commission or War Shipping Administration.

(2) No person shall use any preference rating which was assigned, applied or extended for knitted or woven fabrics, in order to obtain cotton yarns defined in paragraph (a) (1) (ii). If he does not own or control spinning machinery, he may use the rating to obtain cotton yarns for incorporation into products for direct or ultimate delivery to the United States Army, Navy, Maritime Commission or War Shipping Administration. If he does own or control spinning machinery, upon his showing on Form WPB-2842 the extent to which it is insufficient or unsuitable to produce cotton yarns required for incorporation into products for direct or ultimate delivery to the United States Army, Navy, Maritime Commission or War Shipping Administration, the War Production Board may authorize him to use that rating to obtain a specific quantity of cotton yarns for that purpose.

(3) No person owning or controlling spinning machinery shall use any preference rating which was assigned, applied or extended for yarn, in order to obtain cotton yarns defined in paragraph (a) (1) (ii), except to the extent authorized by the War Production Board, upon his showing, on Form WPB-2842, that his own spinning is insufficient or unsuitable.

(f) *Distribution schedules.* (1) Each producer—even if he is also an intermediate processor, processor, merchant or user—shall, from the production of each calendar quarter, deliver or set aside for later delivery on rated orders those percentages of his total production (in pounds or yards according to his usual method of operation) of each cotton textile as specified in the Distribution Schedules of this order. Exceptions from the requirements of the Distribution Schedules may be granted by the War Production Board pursuant to specific applications in writing when the fulfillment of any Distribution Schedule's requirement would prevent deliveries of cotton textiles for orders rated AA-2X or higher.

(2) [Deleted July 5, 1944]

(3) The War Production Board may establish other percentages with respect to any of the cotton textiles listed in the Distribution Schedules.

(4) The requirements of the Distribution Schedules supersede all authorizations, issued before May 29, 1944, on appeal from this order, from Limitation

[1] Limitation Order L-99 relates to cotton textile production.

[1] Conservation Order M-328 permits other preference ratings, as well as those assigned by this order, and imposes conditions on the use of all ratings for cotton textiles.

Order L–99 or from Supplementary Limitation Order L–99–a.

(g) *Advance orders.* No person shall be required to accept any rated order for cotton textiles calling for delivery more than 90 days after the receipt of the order, except from the United States Army, Navy, Maritime Commission or War Shipping Administration.

(h) *Special conditions.* No producer, intermediate processor, processor, merchant or user shall sell, deliver, buy, accept or use a cotton textile or any product containing a cotton textile or assign, apply or extend a preference rating contrary to the provisions in Column III of a Preference Rating Schedule, in Column V of a Distribution Schedule of this order, or in any written direction of the War Production Board.

(i) *Exports.* No person shall purchase for export without a preference rating any cotton textiles, except woven or braided fabrics 12" or less wide, remnants (pieces shorter than ten yards) and rags (pieces shorter than two yards commonly sold by the pound).

(j) *Inventory restrictions.* No person shall accept delivery of any cotton textiles if his aggregate inventory exceeds or would then exceed the lesser of (1) a practicable minimum working inventory, or (2) his requirements for 90 days (except in the case of merchants and users of cotton textiles used in crop cultivation).

In computing inventory include products in process of manufacture but exclude cotton textiles in transit or in process of conversion.

(k) *Allocation.* The War Production Board may assign preference ratings for or allocate and direct deliveries of cotton textiles pursuant to application on Form WPB–2842.

(l) *Applicability of regulations.* Except as otherwise provided herein, this order and all transactions affected thereby are subject to all applicable regulations of the War Production Board.

(m) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter in triplicate, referring to the particular provisions appealed from, and stating fully the grounds of the appeal.

(n) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using material under priorities control, and may be deprived of priorities assistance.

(o) *Communications.* All reports to be filed, appeals and other communications concerning this order should be addressed to: War Production Board, Textile, Clothing and Leather Bureau, Washington 25, D. C., Ref.: M–317.

Issued this 5th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

AA–1—PREFERENCE RATING SCHEDULE

Preference rating AA–1 is assigned for each group to the intermediate processor, processor and merchant in Column I, to obtain deliveries of the cotton textiles in Column II, to be used only as specified in Column III.

Group	Column I	Column II	Column III
1	Intermediate processor. Processor.	Carded yarn. Combed yarn. Hawser cord (ring twisted only). Seine twine (ring twisted only).	Wire and cable insulation. Wire rope centers.
2	Processor. Merchant.	Fishing twine.	Commercial fishing gear, as defined in Limitation Order L–282. Twines for mending, repairing, and hanging commercial fish nets. Commercial hand fishing lines
3	Processor.	Cotton tire cord.	Tires. Fuel cells. Fuel hose.

AA–2X—PREFERENCE RATING SCHEDULE

(Schedule amended July 5, 1944.)

Preference rating AA–2X is assigned for each group to the intermediate processor, processor, merchant and user in Column I, to obtain deliveries of the cotton textiles in Column II, to be used only as specified in Column III.

Group	Column I	Column II	Column III
4	Processor.	Drill. Jean. Leno bag fabrics. Osnaburg. Other special bag fabrics. Print cloth of less than 80 sley. Sheetings: Class A. Class B. Class C. Cord, filler. Twine, sewing.	New textile bags as defined in Conservation Order M–221, and for a use there permitted. Paper lined bags. Multi-wall paper bags. Spiral tube shipping containers. Barrel covers.
5	Merchant.	Cord, filler. Twine, sewing.	New textile bags as defined in Conservation Order M–221, and for a use there permitted. Paper lined bags. Multi-wall paper bags. Spiral tube shipping containers. Barrel covers.
6	Merchant. User.	Cord, filler. Thread. Twine (other than seine).	For sewing new textile bags as defined in Conservation Order M–221, paper lined bags, multi-wall paper bags and spiral tube shipping containers.
7	Processor.	Flannel, canton. Print cloth of less than 80 sley. Sheetings: Class A. Class C. Soft-filled, for napping.	Buffing wheels or buffs.
8	Intermediate processor. Processor	Drill. Jean. Print cloth of less than 80 sley. Sheeting: Class C. Twill.	Coated abrasive products.
9	Processor.	Yarn, carded. Yarn, combed.	Transmission belts, tapes and ropes. Polishing, grinding and rouging belts. Harvester webbing. Shuttle strap belt
10	Processor.	Osnaburg. Print cloth of less than 80 sley. Sheetings: Class A. Class B. Class C. Special, not listed in column IV of Limitation Order L–99. Special pipe covering fabrics: 28" 24 x 20 4.38. 37" 72 x 20 4.50. Tobacco cloth.	Magnesia, asbestos, fibre glass and other pipe covering.
11	Intermediate processor. Processor.	Covert. Denim. Drill. Moleskin. Print cloth. Sateen. Sheetings: Class A. Class B. Suede. Twill. Tobacco cloth. Thread, sewing.	Safety equipment specifically designed and used to furnish protection against specific occupational hazards (other than weather), as defined and limited in Limitation Order L–114.
12	Intermediate processor. Processor.	Drill. Felt, table, double napped. Flannel, canton. Flannel, outing. Meads cloth. Moleskin. Print cloth. Sheetings: Class C. Soft-filled for napping. Tobacco cloth. Twill. Velveteen.	Surgical dressings such as bandage, gauze, adhesive tape, plasters, etc.

AA–2X—PREFERENCE RATING SCHEDULE—Continued

Group	Column I	Column II	Column III
13	Intermediate processor. Processor.	Drill. Flannel. Netting, knitted. Print cloth. Sateen. Sheeting: Class C. Twill.	Rubber gloves as defined and limited in Rubber Order R–1, as amended December 4, 1943, Schedule A, Code 18
14	Intermediate processor. Processor.	Drill. Jean. Osnaburg. Print cloth of less than 80 sley. Sateen. Sheetings: Class A. Class C. Twill. Yarn, carded.	Rubber hose and tubing for safety and industrial purposes (including mine and shiphold ventilating tubing and fire hose). Rubber packing and gaskets, and other mechanical rubber products, as defined and limited in Rubber Order R–1, as amended December 4, 1943, Schedule A, Code Nos. 11 and 12. Fabric packings and gaskets.
15	Processor. User.	Osnaburg. Print cloth of less than 80 sley. Sheetings: Class A. Class B. Class C.	Chafer fabrics, flippers, bead wraps, liner and wrapper fabrics used in the manufacture of tires and other rubber products.
16	Intermediate processor. Processor.	Drill. Lawn. Osnaburg. Print cloth. Sheeting: Class C. Tubing, industrial. Window shade cloth.	Cloth and non-selvage tape, of the following kinds, for industrial uses only: Carton tape. Corrugated or fibreboard box stay tape. Varnished cambric tape. Varnished cambric cloth for use in Rubber Industry. Holland cloth for use in Rubber Industry. Separator cloth. Insulating tape. Cable wrapping tape. Friction tape. Pressure sensitive tape. This rating for the cotton textiles in Column II for use in the manufacture of gummed cloth tape, and sealing, supporting and identifying tape is cancelled, and all applications or extensions as to deliveries not made by May 29, 1944, are cancelled.
17	Intermediate processor. Processor	Sheeting: Class B.	Varnished cambric to be used only for camelbacks (see Group 16 for list of other fabrics which may be purchased with this rating for varnished cambric irrespective of use).
18	Processor.	Yarn, carded.	Insulating materials: Selvage tape. Insulating webbing and sleeving.
19	Intermediate processor. Processor.	Drill. Lawn. Print cloth. Sheetings: Class A. Class B. Class C Twill.	Fabric reinforced laminated plastics.
20	Merchant. User.	Drill. Flannel, canton Jean. Lawn. Print cloth of less than 80 sley. Sheetings: Class B. Class C. Soft-filled for napping. Tobacco cloth. Twill	Filter and wrapping cloths used in the manufacture of chemicals and chemical products.
21	User.	Cord, solid braided.	Signal or control cords for use by common carriers.
22	Processor.	Yarn, carded. Yarn, combed.	Paper makers' blankets. Woven felts for industrial purposes.
23	Processor.	Yarn, carded. Yarn, combed.	Card clothing fabric.
24	Processor.	Print cloth of less than 80 sley. Yarn, carded.	Blasting caps and fuses.
25	Intermediate processor. Processor. Merchant. User.	Drill. Flannel. Leno bag fabrics. Other special bag fabrics. Osnaburg. Print cloth of less than 80 sley. Sheetings: Bed. Class A. Class B. Class C. Ticking, woven stripe. Tobacco cloth. Twill. Twine (other than seine). Yarn, carded.	Agricultural and food processing uses: Farm equipment: Horse collars and pads. Back bands. Fly nets. Horse and cow blankets. Dairy products equipment. Crop cultivation and harvesting uses. Meat packers supplies. Glass cloth and incubator crinoline for poultry raising and other farm uses. Filter cloths required in the production of sugar, honey, and vegetable oils.

AA-2X—PREFERENCE RATING SCHEDULE—Continued

Group	Column I	Column II	Column III
26	Processor.	Osnaburg. Print cloth. Sheeting: Class C.	Membrane waterproofing (asphalt saturated fabric)
27	Intermediate processor. Processor.	Print cloth of less than 80 sley. Sheeting: Class C. Tobacco cloth.	Waterproof wrapping materials (non-oxidizing cloths, impregnated and laminated fabrics).
28	Intermediate processor. Processor.	Lawn. Print cloth. Sheetings: Bed. Class B. Class C. Window shade cloth.	Tracing cloth. Maps for military or military training use.
29	Processor. Merchant	Drill. Sheeting: Class C. Sateen. Twill.	Dust arrestors used in manufacturing plants
30	Intermediate processor Processor	Lawn. Typewriter ribbon cloth.	Typewriter or duplicating ribbons.

AA-4—PREFERENCE RATING SCHEDULE

(Schedule amended July 5, 1944.)

Preference rating AA-4 is assigned for each group to the intermediate processor, processor and user in Column I, to obtain deliveries of the cotton textiles in Column II, to be used only as specified in Column III.

Group	Column I	Column II	Column III
31	Intermediate processor. Processor. User (non-profit public institutions only).	Blanket lining. Chambray. Corduroy. Cottonade. Covert. Denim Denim stripes Drill. Flannel, woven shirting. Gabardine. Hickory stripe. Jean. Moleskin. Pin check Poplin. Sheetings: Bed Class A. Class B Class C Soft-filled for napping. Sateen Suede Tobacco cloth. Twill, (other than three leaf). Whipcord. Thread, sewing.	Men's and boys' work clothing, meaning any garments designed for male workers' wear while engaged in their occupations but only of the type customarily sold as one of the following: Waistband overalls or dungarees. Bib overalls. Overall jumpers or coats. Blanket-lined overall jumpers or coats. One-piece work suits Work pants. Work breeches Cossack jackets Work shirts. Work aprons. Lined work coats. Doctors' dentists', internes', or orderlies gowns, suits or coats. Druggists' coats. Slaughter house workers' coats. Butchers', fish handlers' or dairy workers' coats or apron sets. Cooks' coats. Shop and work caps
32	Intermediate processor. Processor.	Drill. Print cloth. Sheetings: Bed. Class B. Class C. Thread, sewing.	Oilskin jackets, coats, hats or apron overalls. Men's and boys' black rubberized rainwear.
33	Intermediate processor. Processor.	Flannel, mitten. Flannel, colored stripe mitten. Osnaburg. Print cloth of less than 80 sley. Sheeting: Class C. Tubing. Twill. Thread, sewing.	Work gloves, meaning any type of hand covering designed for workers' wear while engaged in their occupations and of the type customarily sold as such.
34	Intermediate processor. Processor.	Drill. Flannel, shoe. Gabardine. Jean. Netting, knitted. Osnaburg. Print cloth of less than 80 sley. Sheetings: Class A. Class B Class C. Sateen. Twill.	Rubber footwear, as defined and limited in Rubber Order R-1. All other footwear as defined and limited in Conservation Order M-217.
35	Processor.	Knitting yarns.	Knitted cotton linings to be used only in the manufacture of rubber footwear, as defined and limited in Rubber Order R-1.

AA-4—PREFERENCE RATING SCHEDULE—Continued

Group	Column I	Column II	Column III
36	Intermediate processor. Processor.	Diaper cloths: Birdseye. Gauze. Flannelette. Print cloth of less than 80 sley. Sheeting: soft-filled for napping. Tobacco cloth.	Diapers or finished diaper cloth packaged for consumer distribution.
37	Intermediate processor. Processor.	Tobacco cloth.	Sanitary napkins.
38	Processor.	Yarn, carded.	Wicking for oil lamps and stoves.

AA-5—PREFERENCE RATING SCHEDULE

(Schedule amended May 29, 1944.)

Preference rating AA-5 is assigned for each group to the intermediate processor, processor and user in Column I, to obtain deliveries of the cotton textiles in Column II, to be used only as specified in Column III.

Group	Column I	Column II	Column III
39	User.	Bedspreads, crinkle. Blankets (including crib). Diapers. Flannelette. Pillow cases. Sheetings: Bed and pillow case. Class A. Class B. Class C. Sheets: Bed. Crib. Toweling: Huck. Terry. Towels: Huck. Terry. Washcloths, terry.	Hospital use.
40	Intermediate processor. Processor.	Print cloth of less than 80 sley. Tobacco cloth. Window shade cloth.	Book binding cloths.
41	Intermediate processor. Processor.	Drill. Lawn. Print cloth of less than 80 sley. Sateen. Sheetings: Bed. Class C. Tobacco cloth. Twill.	Artificial leather for replacement and maintenance uses. For manufacture into coated fabrics either for export or for sale to manufacturers of: Book covers. Baby carriages. Bicycle and motorcycle seats. Instrument cases. Infants' waterproof panties. Sanitary garments. Crib sheets and mattresses. Allergic mattress covers and pillow cases. Bathinettes. Water repellent sheeting or sheets. Play pen pads. High chair pads. N. b. This rating is assigned only to intermediate processors and processors of coated fabrics and is not assigned to the manufacturers of the end products to obtain coated fabrics. This rating for the cotton textiles in Column II for use in the manufacture of shoes, and all applications or extensions as to deliveries not made by May 29, 1944, are cancelled.
42	Processor. Merchant. User.	Cover cloth. Drill. Feed ribbons. Felt, table, double napped. Net, laundry. Sateen. Sheeting, laundry.	Laundry and dry cleaning operating supplies.
43	Intermediate processor. Processor.	Print cloth of less than 80 sley. Seconds, shorts and remnants of print cloth 80 sley and higher.	Laundry and dry cleaning tags.

DISTRIBUTION SCHEDULE 1—COTTON YARNS, CORDAGE, TWINE AND ROVING

(Schedule amended May 29, 1944. The percentage obligations in Column III are to be calculated on production from May 29 through June 30, 1944, and from the first of each calendar quarter beginning July 1, 1944. The changes and the percentage obligations in Columns IV, V and VI are to be calculated on production from the first of each calendar quarter beginning April 1, 1944.)

(a) Column I indicates the corresponding item numbers of the various cotton textiles in this schedule as each appears on Form WPB–658–E (3/17/44).

(b) Column II shows the cotton textiles covered by this schedule. The calendar quarter in 1943 in which a producer delivered to purchasers the largest percentage of his yarn production is his base period. Each producer must make available for distribution in accordance with this schedule in each calendar quarter the same percentage of his current calendar quarterly yarn production as he sold in his base period and also all the yarn produced from spindles which he acquired since January 1, 1943, unless other dispos.tion is permitted in writing by the War Production Board. This yarn is called "sale yarn".

(c) Column III shows the minimum percentage of the producer's current calendar quarterly production which must be delivered by him against rated export orders for cotton textiles. Only deliveries on purchase orders given in conformity with the procedures described in paragraph (d) (1) (Cotton textiles for export) may be credited toward this obligation. Exports by or for the United States Army, Navy, Maritime Commission or War Shipping Administration may not be credited toward this obligation.

(d) Column IV shows the minimum percentage of the producer's current calendar quarterly production which must be delivered by him against all rated orders. However, where the percentage in Column IV amounts to 100, unless otherwise specified, seconds which are produced in the normal course of manufacture may be disposed of without regard to this provision to the extent that rated orders are not offered.

(e) Column V shows the percentage of the producer's current calendar quarterly production beyond which he need not accept rated orders. Priorities Regulation 1 applies up to that percentage. If receipt of an order which is rated higher than a previously accepted rated order would result in having more rated orders than the Column V percentage, then the lowest rated order shall be displaced and it may be filled only from that percentage applicable to a subsequent quarter.

(f) The provisions and explanations stated in Column VI, unless otherwise specified, apply to the producer, intermediate processor, processor, merchant and user and govern the particular cotton textiles, no matter when produced, converted or ordered, and also products containing those textiles. However, the restrictions in Column VI relating to exports do not apply where the export license or release certificate was issued before April 27, 1944.

Reference No.	Column I	Column II	Column III	Column IV	Column V	Column VI
		Carded cotton sale yarn				
1	16 thru 18	Single machine knitting	2	65	70	These yarns, if of counts finer than 24s, may not be delivered by the producer for export in the form of yarns.
		Single (other than machine knitting):				
2	1 thru 3, 22, 27, 28	20s and coarser	See Col. VI	80	100	The Column III obligation for these yarns is up to and including 8s—15%, 9s to 14s inclusive—10%, 15s to 20s 5%
3	4, 5, 29	Finer than 20s	8	60	80	These yarns, if 2 ply weaving and of counts finer than 29s, may not be delivered by the producer for export in the form of yarns.
4	6 thru 13, 19, 22, 27, 28, 29	Ply yarn	3	75	90	
5	14, 15, 21, 23, 25, 26	Other ply yarn	------	75	90	
6	20	Mop yarn	------	------	100	
		Single and ply machine knitting:				
7	51 thru 56	70s and coarser	5	40	55	These yarns, if of counts finer than 100s, may not be delivered by the producer for export in the form of yarns.
8	57 thru 60	Finer than 70s	7	7	100	
		Single (other than machine knitting):				
9	30 thru 32, 62	40s and coarser	------	90	100	
10	33 thru 35, 62	Finer than 40s and coarser than 71s.	------	30	50	
11	36 thru 39, 62	71s and finer	------	65	85	
		Ply yarn (other than machine knitting and thread yarn):				
12	40 thru 42, 50, 62	40s and coarser	------	90	100	
13	43 thru 45, 50, 62	Finer than 40s and coarser than 71s.	------	65	80	
14	46 thru 50, 62	71's and finer	------	35	60	
15	61	Thread yarn, combed	------	80	100	
16	74, 75	Seine twine and cable cords (including fish net twine, trot lines, staging twines, etc.).	------	60	80	
17	76 thru 78	Twines, other than seine twine and cable cords.				

DISTRIBUTION SCHEDULE 2—FINE COTTON GOODS

(Schedule amended July 5, 1944. The changes and percentage obligations in Columns III, IV, and V are to be calculated from the first of each calendar quarter beginning July 1, 1944.

(a) Column I indicates the corresponding item numbers of the various cotton textiles in this schedule as each appears on Form WPB–658–E (6/9/44).

(b) Column II shows the cotton textiles covered by this schedule.

(c) Column III shows the minimum percentage of the producer's current calendar quarterly production which must be delivered by him against rated export orders for cotton textiles. Only deliveries on purchase orders given in conformity with the procedures described in paragraph (d) (1) (Cotton Textiles for export) may be credited toward this obligation. Export by or for the United States Army, Navy, Maritime Commission, War Shipping Administration, or the American Red Cross may not be credited this obligation. In calculating the export obligation, the producer shall eliminate his production of cotton textiles wider than 42½". However, if he receives a rated export order for these goods he must treat it as a rated order, and the delivery shall be credited toward his export obligation relating to narrower goods within the same Reference Number.

(d) Column IV shows the minimum percentge of the producer's current calendar quarterly production which must be delivered by him against all rated orders (including those specified in Column III). The producer, however, is not relieved from the necessity of filling additional rated orders which are served upon him in accordance with War Production Board Regulations. Where the percentage in Column IV amounts to 100, unless otherwise specified, seconds which are produced in the normal course of manufacture may be disposed of without regard to this provision to the extent that rated orders are not offered.

(e) The provisions and explanations stated in Column V, unless otherwise specified, apply to the producer, intermediate processor, processor, merchant and user and govern the particular cotton textiles, no matter when produced, converted or ordered, and also products containing those textiles. Piece goods referred to in Column V includes seconds, shorts and remnants, but not rags.

Reference No.	Column I	Column II	Column III	Column IV	Column V
18	10, 11	Combed broadcloths, 37" 128 x 68 and 37" 136 x 60.	12½	100	
19	12	All other combed broadcloths	10	50	
20	13	Dimities	10	10	
21	16, 17	Fancy handkerchief fabrics	------	------	
22	18 thru 27	Lawns (combed, part combed, and carded).	7½	60	
23	28 thru 31	Marquisettes	10	10	
24	33	Oxfords	10	10	6.5 oz. wind resistant oxfords meeting Army Specification PQD–444, as piece goods, may not be delivered by the producer for export.
25	34	Piques	------	------	
26	35	Ponpees	------	------	
27	37, 38	Combed poplins	5	40	
28	40	Combed and part combed sateens	10	30	
		Carded sateens (average yarns finer than 35s)			
29	41	Narrow (wider 42")	10	10	
30	42	Wide (42" and wider)	------	------	
31	43	Combed sheeting including made up sheets and pillow cases.	------	------	
32	44	Shirtings (Jacquard, gray dobby and colored yarn)	15	15	
33	53, 56	Albert and carded twills	10	15	
34	54	Combed gabardines	10	30	
35	55	All other combed twills	10	80	
36	57	Tracing cloth	------	30	
37	58	Typewriter ribbon cloth	------	80	
38	59	Voiles	15	15	
39	60, 61	Combination cotton and rayon fabrics—50% or more cotton.	10	10	
40	62	All other combed, part combed and fine carded fabrics (yarns finer than 35s).	10	10	
41	1 through 9, 14, 15, 32, 36, 39, 45, 46 through 52.	Airplane fabrics and balloon cloths, combed ducks, escape-boat cloth, insect netting, marquisette (PQD–260), wind resistant poplins, Type II (PQD–1A), wind resistant sateens, 9 oz. (PQD–245–D); twills, combed, Army 6 oz. shirting twill (6–311), Army 8.2 oz. uniform twill (6–201b), Navy twills.	------	75	Except for seconds, shorts, remnants and rags, these cotton textiles, as piece goods, may not be delivered by the producer for export.

DISTRIBUTION SCHEDULE 3—CARDED GRAY GOODS, COLORED YARN AND NAPPED FABRICS AND SPECIALTIES

(Schedule amended July 5, 1944. The changes and percentage obligations in Columns III, IV, and V are to be calculated from the first of each calendar quarter beginning July 1, 1944.)

(a) Column I indicates the corresponding item numbers of the various cotton textiles in this schedule as each appears on Form WPB-658-E (6/9/44).

(b) Column II shows the cotton textiles covered by this schedule.

(c) Column III shows the minimum percentage of the producer's current calendar quarterly production which must be delivered by him against rated export orders for cotton textiles. Only deliveries on purchase orders given in conformity with the procedures described in paragraph (d) (1) (Cotton textiles for export) may be credited toward this obligation. Export by or for the United States Army, Navy, Maritime Commission. War Shipping Administration, and American Red Cross may not be credited toward this obligation.

(d) Column IV shows the minimum percentage of the producer's current calendar quarterly production which must be delivered by him against all rated orders (including those specified in Column III). The producer, however, is not relieved from the necessity of filling additional rated orders which are served upon him in accordance with War Production Board Regulations. However, where the percentage in Column IV amounts to 100, unless otherwise specified, seconds, shorts, remnants, or rags, which are produced in the normal course of manufacture may be disposed of without regard to this provision to the extent that rated orders are not offered.

(e) The provisions and explanations stated in Column V, unless otherwise specified, apply to the producer, intermediate processor, processor, merchant and user and govern the particular cotton textiles, no matter when produced, converted or ordered, and also products containing those textiles. Piece goods referred to in Column V includes seconds, shorts and remnants, but not rags.

Reference No.	Column I	Column II	Column III	Column IV	Column V
		Sheeting and allied coarse and medium yarn fabrics (approx. 6s to 27s):			
42	1 thru 8	Osnaburgs	5	100	See footnote 1.
43	9	Leno bag fabrics		100	
44	10	Special bag fabrics		100	
45	11	Bale coverings (for cotton, cloth, etc.)			
		Class B sheetings:			
46	22	40" 48 x 40 3.75 yd		100	These cotton textiles, as piece goods (other than prison made 31" 5.00 yd.), may not be delivered by the producer for export except to Canada. (Footnote 1.)
47	23	37" 48 x 44 4.00 yd		100	
48	26	36" 48 x 44 4.11 yd		100	
49	25	31" 48 x 44 5.00 yd		100	
50	28	32" 38 to 40 x 38 to 40 6.25 yd		100	
51	24	40" 44 x 40 4.25 yd	40	100	Shipment to Canada may not be counted as exports for the purpose of complying with the Column III obligations. (Footnote 1).
52	14 thru 21, 26 thru 29.	All Class A and all other Class B sheetings.	15	100	
		Class C sheetings:			
53	36	40" 56 x 48 4.30 yd		100	These cotton textiles, as piece goods, may be delivered by the producer only on ratings assigned in Group 16 of the AA2X Preference Rating Schedule.
54	34	40" 64 x 64 3.15 yd		100	
55	35	40" 60 x 52, 56 x 56 3.60 yd	25	100	
56	30 thru 33, 37 thru 39, 41.	All other Class C constructions under 42".		80	
57	40, 42	Class C constructions 42" and wider	5	40	
58	43, 44, 45	Baudoleer and Navy mattress cover fabrics, and wide sheeting PQD Spec. 317A		75	
		Bed sheeting 42" and wider (including made up sheets and pillow cases):			
59	47	Muslin, sley of more than 64	10	35	The Column III obligation may be met by delivery, as selected by the producer of 10% of the aggregate production of Reference Nos. 59 and 60. Every producer of sheets and pillow cases from fabric of his own manufacture shall set aside each month beginning July 1, 1944, 15% of that part of his production not delivered to fill rated orders, and deliver such 15% only to sleeping car companies, railroad companies, hotels, charitable and welfare organizations not operating for profit, or to merchants who certify in writing that the item will be sold to such purchasers.
60	46, 48, 49	All other bed sheetings	10	35	
61	50	Pillow tubings			
62	50	Industrial tubings		100	
63	51	Carded poplins (sheeting yarns)	10	40	
64	52	Army 8.5 oz. herringbone twill (Army Spec. No. 6-261).		75	

[1] In the case of osnaburgs, (Reference No. 42) and Class A and B sheetings (Reference Nos. 46 to 52, inclusive), seconds and shorts (20 yards or over) may not be delivered against unrated orders. Pieces shorter than 20 yards, to the extent that rated orders are not offered, may be delivered against unrated orders.

DISTRIBUTION SCHEDULE 3—Continued

Reference No.	Column I	Column II	Column III	Column IV	Column V
		Colored yarn fabrics			
96	98 thru 100	Denims, pin stripes, pin checks, hickory stripes, etc.: 3.00 yd. and heavier (basis 28/2)	5	100	1.00 yd. construction, as piece goods, may not be delivered by the producer for export.
97	103, 104	Lighter than 3.00 yd. (basis 28/2)	5	90	
98	107 thru 110	Cottonades and suiting coverts	20	90	
99	111	Whipcords and bedford cords	10	90	
100	112	Ginghams	20	20	
101	113, 114	Shirtings, etc	25	25	
102	115, 116	All other cotton suitings	10	10	
103	117, 118	Cotton and rayon suitings—50% or more cotton.	10	10	
104	119 thru 121	Shirting coverts	20	90	Except for prison made piece goods, as cotton fabrics, as piece goods, may not be delivered by the producer for export.
105	122	Chambrays—36" 3.00 yd		100	
106	123	All other chambrays and shirtings	15	15	
107	124	Bed tickings	10	10	
		Towels, toweling, dishcloths, washcloths and bathmats			
108	125	Turkish and terry woven	2½	35	
109	126	Huck	2½	20	
110	126	Damask and Jacquard woven, other than terry	2½	2½	
111	127	Dish towels and other twill and plain woven towels (including all cotton, part linen and part rayon).	2½	2½	
112	128	Dishcloths			At least 85% must be delivered by the producer for the manufacture of work gloves.
		Napped fabrics			
113	129	Outing flannels	15	30	
114	130, 131	Work shirt flannels	15	60	
115	132	Canton flannels		90	
116	134	Interlining flannels		90	Neither gun patch flannel nor gun patches may be delivered for export.
117	135	Middies and skirts	12½	75	
118	136, 136	All other napped fabrics except blankets	10		
		Soft filled sheetings for napping:			
119	12	40" and wider	15	30	
120	13	42" and wider		30	
121	137	Blankets and blanketing, crib		30	
122	138 thru 140	Blankets and blanketing, other than crib	2½	2½	
		Other woven cotton fabrics and specialties			
123	153	Corduroys; men's wear weights, 36" -12 to 15 oz. Thibaults	5	100	
124	152, 154	All other corduroys	5	5	
125	143, 144	Bedspread fabrics, woven style			
126	147	Flag bunting		80	
127	148 thru 151	Drapery, upholstery, tapestry, luggage and automobile seat cover fabrics			
128	155, 156	Velveteens, velvets, plushes and other pile fabrics	5	5	
129	157	Table damask			
130	145, 146, 158	All other carded fabrics except ducks and tire fabrics	20	20	

DISTRIBUTION SCHEDULE 3—CARDED GRAY GOODS, COLORED YARN, NAPPED FABRICS AND SPECIALTIES

Reference No.	Column I	Column II	Column III	Column IV	Column V
65	53 thru 60	Other three leaf herringbone twills, all drills and jeans.	20	90	Jeans, as piece goods, may not be delivered by the producer for export.
66	61	Three leaf pocketing twills 39" 2.58 or 3.00 yd. (sheeting yarns).	20	20	
67	62	Three leaf sateen twills (sheeting yarns).		75	
68	63	Four leaf twill fabrics: 8.25 carded uniform twill—Type IV.	5	80	
69	64	All four leaf twill constructions (U. S. Army specifications).		100	
70	65, 66	All other four leaf twills less than 42"	20	80	
71	67, 68, 69	All other four leaf twills 42" and wider.		80	
		Warp and filling sateens (sheeting yarns):			
72	70	Narrow (less than 42")	10	20	
73	71	Wider (42" and wider)		85	
74	72	Gabardines (carded)	10	10	
75	73	Birdseyes diaper cloth			May not be used for industrial purposes.
		Print cloth yarn fabrics (approx. 85s to 42s):			
76	74	Print cloth yarn fabrics of window shade quality, all counts		30	
77	75, 81, 82	Plain print cloths, 80 sley and higher		100	These cotton textiles, as piece goods, may not be delivered by the producer for export, and may be delivered by the producer only on order rated AA2X or higher.
78	76	39" 68 x 72 4.75 yd. and pro rata widths	12½	100	
79	77, 78, 79	38½" 64 x 64 4.50 yd. and pro rata widths	10	65	
80	77	38½" 64 x 64 4.85 yd. and 38½" 64 x 60—5.35 yd. and pro rata widths		55	
81	79	Pro rata widths to 5.50 yd. Under 36"		100	These cotton textiles, as piece goods, may be delivered by the producer only on ratings assigned in Group 16 of the AA2X Preference Rating Schedule.
82	80	38½" 60 x 48 6.25 yd	15	40	
83	81	All other plain print cloths less than 80 sley under 36"	10	50	
84	83	All other plain print cloths less than 80 sley, 36" and wider.	20	40	
85	84	Pajama Checks		100	May be delivered by the producer only on orders rated AA2X or higher. May not be used for industrial purposes.
86	85	Gauze diaper cloth			
87	86	All other fancy print cloths	20	20	
88	87	Bunting cloth—88½" 44 x 36 8.60 yd		100	
89	88	Bandage cloths, all other constructions (99 to 72 threads per square inch).	10	90	
90	89	Tobacco and cheesecloths:			
91	90	All widths 17 x 17 2 construction	7½	90	May be delivered only for sanitary napkins and milk filters.
		All widths 17 to 18 sley, 12 to 14 pick	10	100	
92	91	All other constructions	10	60	
93	92 through 95	Carried Broadcloth, plain and fancy	12½	75	
94	96	Carded poplins (print cloth warp yarns) plain and fancy	12½	80	
95	97	Three leaf twills, print cloth yarns	10	25	

[F. R. Doc. 44-10162; Filed, July 5, 1944; 3:06 p. m.]

PART 3290—TEXTILE, CLOTHING AND LEATHER

[Conservation Order M-328B, Supplement V to Schedule A]

MATERNITY DRESSES AND SLIPS

The following Supplement V to Schedule A is issued pursuant to Conservation Order M-328B. (§ 3290.120a.)

MATERNITY DRESSES AND SLIPS PROGRAM NO. 1

Item No.	Item	Size ranges	Fabric allowed
1	Maternity dresses	12-20	Print cloth 68 x 64—4.85 yard 39".
2	Maternity slips	32-44	Print cloth 68 x 64—4.85 yards 39".

The items are required to be produced and put into distribution during July, August and September, 1944.

Priorities assistance will be given only for the material specified above.

Applicants should base their estimated production on their present labor and machinery.

Each applicant whose application is granted is required to produce the items in accordance with the standards and specifications set forth in Table I (Maternity Dresses) and Table II (Maternity Slips).

Each applicant whose application is granted will be assigned a WPB Case Number which he is required to stamp on a size ticket or label which must be firmly sewed on each garment produced by him under this program. This ticket or label must not be removed from the garment. This Case number may not be used on any other merchandise by the applicant.

No manufacturer may sell or deliver any garments made from material obtained under this program, unless the garments conform in all respects to the standards and specifications set forth in Tables I or II, respectively, and have attached a ticket or label with the manufacturer's WPB Case number.

Applications that are not completely and accurately filled out may be denied.

The items must be produced for sale only within the price ranges specifically established by the Office of Price Administration for garments produced under this program.

APPLICATION FORM WPB-3732

Filing Date. Applications must be filed within 15 days after the Office of Price Administration announces the ceiling prices established by it for garments produced under this program.

TABLE I—STANDARDS FOR SPECIAL COTTON MATERNITY DRESSES

1. *Type.* Cotton maternity dresses produced under this program shall be of one piece type, adjustable at the waist line.

2. *Fabric.* The fabric shall be 68 x 64, 4.85 yard, 39 inch print cloth. It shall show good colorfastness to laundering, being equivalent to "Class 3 color fastness to laundering" as determined in Section X of Commercial Standard CS 59-44.

3. *Sizes and yardage limitations.* (a) The minimum yardage per dozen shall be 39 yards based on the following size assortment: (other size assortments are permissible but pro rata yardage shall apply)

SIZE ASSORTMENT PER DOZEN

Size	12	14	16	18	20
Units	1	3	3	3	2

(b) Minimum basic dimensions for the finished maternity dresses shall be as follows:

Size	12	14	16	18	20
	In.	*In.*	*In.*	*In.*	*In.*
Bust	37½	39	40½	42	44
Waistline Open (Including expansion)	35½	37	38½	40	42
Across Hips at Back (Seam to Seam)	18¼	19	19¾	20½	21¼
Sweep	68	70	72	74	76
Length	42	42	43	43½	44

Method of measurement shall conform with proposed Commercial Standard on size measurements for Women's Dresses TS-2728, September 11, 1939 except that hip shall be measured 8" below the waistline; and waist shall be measured with dress open to maximum extension.

4. *Seams and stitching.* All structural seams shall be made with a fabric allowance behind the stitch line of not less than ½" before pinking, overlock stitching or other treatment, and shall have not less than 10 stitches per inch. Bottom hems on straight line garments shall be not less than 1" and not less than ¼" on flare or swing styles.

5. *Workmanship.* These maternity dresses shall be made in accordance with the manufacturer's factory standards previously established for the similar or nearest higher price range of maternity dresses manufactured during the six month period between July 1, 1943 and December 31, 1943. Such standards shall apply to workmanship, inspections, pressing, folding and other operations involved from the receipt of yard goods to the preparation of the completed maternity dresses for marketing.

TABLE II—STANDARDS FOR SPECIAL COTTON MATERNITY SLIPS

1. *Type.* The maternity slips produced under this program shall be of one style only, in a straight line strap type adjustable at the waist line.

2. *Fabric.* The fabric shall be 68 x 64, 4.85 yard 39 inch print cloth.

3. *Sizes and yardage limitations.* (a) The minimum yardage per dozen slips shall be 25 yards based on the following size assortment: (other size assortments are permissible but pro rata yardage shall apply.)

SIZE ASSORTMENT PER DOZEN

Size	32	34	36	38	40	42
Units	2	4	3	1	1	1

(b) Minimum basic dimensions for the finished slips shall be as follows:

Size	32	34	36	38	40	42	44
	In.	*In.*	*In.*	*In.*	*In.*	*In.*	*In.*
Bust	33½	35½	37½	39½	41½	43½	45½
Waistline open (including expansion)	47	49	51	53	55	57	59
Sweep	68	70	72	74	76	78	80
Length	34½	35	35½	35½	36½	36½	36½

Method of measurement shall conform with Proposed Commercial Standard for Women's Slips TS 3581, September 22, 1943, except that the waist shall be measured with slip open to maximum extension.

4. *Seams, stitching and construction.* Structural (side and yoke) seams shall be made with not less than 12 stitches per inch. If not bound, seams shall be made with a fabric allowance behind the stitch line of not less than ½ inch before pinking. Bottom hems shall not be less than one inch.

5. *Workmanship.* These slips shall be made in accordance with the manufacturer's factory standards previously established for the similar or nearest higher price range of cotton slips manufactured during the six month period between July 1, 1943 and December 31, 1943. Such standards shall apply to workmanship inspections, pressing, folding and other operations involved from the receipt of piece goods to the preparation of the completed slips for marketing.

Issued this 11th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10170; Filed, July 11, 1944; 11:43 a. m.]

Chapter XI—Office of Price Administration

PART 1439—UNPROCESSED AGRICULTURE COMMODITIES

[MPR 426,[1] Amdt. 39]

FRESH FRUITS AND VEGETABLES FOR TABLE USE, SALES EXCEPT AT RETAIL

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.*

1. Appendix K is added to section 15, Article III, to read as follows:

APPENDIX K—MAXIMUM PRICES FOR CERTAIN FRUITS

(a) *Explanation.* This appendix establishes maximum prices for the following fruits:

Peaches

It applies to all sellers, including growers, grower-packers, shipping point distributors, carlot distributors, primary receivers, secondary jobbers and service wholesalers, but it does not apply to retailers.

Specifically, the appendix:

(1) Establishes maximum prices f. o. b. shipping point for sales made f. o. b. shipping point and maximum delivered prices for sales made on a delivered basis.

(2) Establishes maximum markups, which may be added in certain sales. These are set forth in Tables A and B (see paragraph (g)). Table A names the markups for sales (i) by grower-packers selling through certain named agents, and (ii) by shipping point distributors direct or through agents. Table B names the markups for sales by persons other than grower-packers and shipping point distributors.

Any sale by a grower, grower-packer, or shipping point distributor of fruit shipped by him by mail or express to an ultimate consumer in a lot of five containers or less (not larger than standard containers) is not subject to maximum prices. However, the exception does not apply to sellers other than growers, grower-packers and shipping point distributors.

(b) *Definitions.* (1) "Shipping point" means the place in or near the producing area where the fruit being priced is prepared for shipment and first loaded on cars for rail shipment or on trucks for truck shipment.

Example: Suppose that peaches are packed at a packing plant at Methow, Washington, and that the nearest point for rail shipment is Pateros, Washington, and that the peaches must be transported from Methow to Pateros by truck. The country shipping point in this case is Pateros, Washington, and the maximum prices for peaches f. o. b. shipping point apply from Pateros. The cost of transportation from Methow to Pateros must be borne by the seller. However, if the peaches are destined for a terminal market by truck shipment (for example, to Seattle, Washington), the shipping point in this case is Methow, Washington.

(2) "Graded and packed" means graded and packed in accordance with applicable State and Federal requirements.

(3) "Standard container" in the case of peaches, means (i) a bushel basket of 2150.42 cu. in. capacity, or a one-half bushel basket of 1075.21 cu. in. capacity, which is closed and packed "fairly tight" or tighter, or (ii) any container listed in Column 2 of the applicable table in paragraph (f) which is closed and contains a net weight within the weight ranges specified for that container. "Fairly tight" means that the package is level full and the peaches are held in place by the cover at time of shipment from shipping point and thereafter until a government inspection certificate is secured showing that the container is fairly tight or tighter and the container is marked with a lot number which is also described in the government inspection certificate.

(c) *Classification of standard containers.* For the purposes of this appendix, standard containers shall be classified as follows:

CLASS A

(1) Bushel basket of 2150.42 cu. in. capacity. (2) One-half bushel basket of 1075.21 cu. in. capacity.	Closed and packed "fairly tight" or tighter.

CLASS B

(1) Fruit box (WPB L232 No. 35). (2) Fruit box (WPB L232 No. 36). (3) Sanger Lug Box (WPB L232 No. 46).	Closed with a net weight within applicable weight ranges in Column 2 of the applicable table in paragraph (f).

(d) *Marking requirements.* The grower-packer shall plainly mark each standard container in Class A sold by him, in accordance with the requirements of State and Federal Grades and Standards Laws and of the Federal Food, Drug and Cosmetic Act, to show the following:

(1) The name and address of the grower-packer.

(2) The volume of the contents.

The grower-packer shall plainly mark each standard container in Class B sold by him to show the following:

(1) The name and address of the grower-packer.

(2) A minimum net weight. This may be lower, but in no case higher, than the actual weight at the time of shipment from the shipping point.

The grower-packer may determine the actual net weight of contents of standard containers noted in Class B and mark the actual net weight in pounds on each container. Some grower-packers may not wish to weigh each container before marking and selling it. In order to make possible the use of reasonable estimated net weights, weight ranges have been provided for the standard containers listed above in Class B within which maximum prices do not vary. However, a grower-packer who sells without weighing all containers takes the risk that the estimated minimum net weight may exceed the actual net weight, which would be a violation of the regulation. Subsequent sellers, however, may rely on the minimum net weight marked on the container and figure their maximum prices on the basis of it.

If a container would be a standard container in Class A except for the fact that it is not packed "fairly tight," or tighter, or if a container would be a standard container in Class B except for the fact that it has a net weight not within the weight ranges for the particular container, or if the fruit is in any other closed container, the grower-packer shall mark the container to show the following:

(1) The name and address of the grower-packer.

(2) A minimum net weight. This may be lower, but in no case higher, than the actual weight at the time of shipment from the shipping point. Subsequent sellers, however, may rely on the minimum net weight marked on the container and figure their maximum prices on the basis of it.

The weight marking requirement does not apply to open containers. (Section 14a (a) does not apply to this appendix).

(e) *How maximum prices are figured.* For standard containers in Class A, the maximum price in each case is named in columns 5 or 6 of the applicable table in paragraph (f). However, the maximum price for any container which would be a standard container except for the fact that it is not packed "fairly tight," or tighter, shall in no event be greater than the maximum price for the standard container.

A grower-packer obtains his maximum price for any of the types of containers listed in Class B by first determining whether the net weight of the container being priced falls within any of the weight ranges established by the appendix for that type of container. If the net weight falls within an applicable weight range, the maximum price named in the price table for that container is on a container basis and it applies to all weights within that range. On the other hand, if the net weight falls outside the applicable weight range, the maximum price is figured by the seller on the basis of actual net weight.

All fruit offered for sale in closed containers which do not meet the requirements of standard containers in Class A and Class B shall be sold on the basis of actual net weight.

All fruit offered for sale in bulk or open containers shall be sold on a basis of actual net weight.

The weight requirements provided in this Appendix are based on weights existing at the time of shipment from the shipping point, in the case of closed containers, and at the time of sale, in the case of open containers.

(f) *Maximum price tables.* The following tables state maximum prices for certain sales of fruit by all sellers, except sellers at retail. (For other sales by these sellers see Tables A and B in paragraph (g) and the provisions of paragraphs (h) through (m) and (q)).

Except as specified for bulk sales and "on tree" sales, the maximum prices named in the following tables include all costs of harvesting, hauling, packing, precooling, loading and inspection, and no additional charge may be made for containers or for any other materials furnished or services rendered.

Although f. o. b. shipping point maximum prices may not be named for fruit shipped from certain states (see Column 5 of the applicable table in each case), all listed fruit are subject to the maximum prices named in Columns 6 and 7 of the following tables, regardless of where produced or shipped.

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 16409, 16294, 16519, 16423, 17372; 9 F.R. 790, 902, 1581, 2608, 2028, 2493, 4030, 4066, 4434, 4786, 4787, 4877, 5926, 5929, 6104, 6108, 6420, 6711.

TABLE 1.—MAXIMUM PRICES FOR PEACHES

1	2	3	4	5	6	7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum prices for fruit loaded on car or truck at shipping point	Maximum prices for sales delivered to any wholesale receiving point in any quantity [1]	Maximum prices for sales by certain persons in less-than-carlots or less-than-trucklots delivered to the premises of any retail store, government procurement agency or institutional buyer [1]
	Peaches produced in Florida, Georgia, Alabama, Mississippi, South Carolina, North Carolina, Louisiana, Texas, Arkansas and Oklahoma and graded and packed in the following containers					
1	Standard bushel baskets	Per bushel	Beginning of season—August 15	$4.00	Price in Column 5 *plus* freight (including 3% transportation tax) from shipping point and *plus* protective service allowances. [2]	Column 6 price plus $1.08.
2			August 16—end of season	$3.66		Column 6 price plus 54 cents.
3	Standard ½ bushel baskets	Per ½ bushel	Beginning of season—August 15	$2.16		
4			August 16—end of season	$1.99		
5, 6	Any of above containers, the contents of which do not meet the requirements of pack specified for standard containers (see paragraph (b) (3) (i)); and peaches graded and packed in any other container.	Per pound	Beginning of season—August 15	8.3 cents		Column 6 price plus 2½o cents.
			August 16—end of season	7.6 cents		
7, 8	Peaches produced in Florida, Georgia, Alabama, Mississippi, South Carolina, North Carolina, Louisiana, Texas, Arkansas and Oklahoma and sold loose and ungraded (orchard run) in any container. [1]	Per pound	Beginning of season—August 15	7.4 cents		Column 6 price plus 2½o cents.
			August 16—end of season	6.7 cents		
	Peaches produced in Montana, Wyoming, Utah, Colorado and New Mexico and graded and packed in the following containers					
9	Fruit box (WPB-L 232 No. 35) with a net weight of not less than 17 pounds and not more than 19 pounds.	Per box	All season	$1.32	Price in Column 5 *plus* freight (including 3% transportation tax) from shipping point and *plus* protective service allowances. [2]	Column 6 price plus 40 cents.
10	Standard bushel basket	Per bushel	All season	$3.48		Column 6 price plus $1.08.
11	Fruit box (WPB-L 232 No. 35) with a net weight of less than 17 pounds or more than 19 pounds, bushel baskets, the contents of which do not meet the requirements of pack specified for standard containers (see paragraph (b) (3) (i)); and peaches graded and packed in any other container.	Per pound	All season	7.25 cents		Column 6 price plus 2½o cents.
12	Peaches produced in Montana, Wyoming, Utah, Colorado and New Mexico and sold loose and ungraded (orchard run) in any container. [1]	Per pound	All season	6.3 cents		Column 6 price plus 2½o cents.
	Peaches produced in California, Nevada and Arizona and graded and packed in the following containers					
13	Fruit box (WPB-L 232 No. 35) with a net weight of not less than 17 pounds and not more than 19 pounds.	Per box	All season	$1.48	Price in Column 5 *plus* freight (including 3% transportation tax) from shipping point and *plus* protective service allowances. [2]	Column 6 price plus 43 cents.
14	Sanger lug box (WPB-L 232 No. 46) with a net weight of not less than 24 pounds and not more than 26 pounds.	Per box	All season	$2.05		Column 6 price plus 61 cents.
15	Any of the above containers but with a net weight of less than or more than that specified for each container; and peaches graded and packed in any other container.	Per pound	All season	8.2 cents		Column 6 price plus 2½o cents.
16	Peaches produced in California, Nevada and Arizona and sold loose and ungraded (orchard run) in any container. [1]	Per pound	All season	6.6 cents		Column 6 price plus 2½o cents.
	Peaches produced in Oregon, Washington, and Idaho and graded and packed in the following containers.					
17	Fruit box (WPB-L 232 No. 35) with a net weight of not less than 17 pounds and not more than 19 pounds.	Per box	All season	$1.48	Price in Column 5 *plus* freight (including 3% transportation tax) from shipping point and *plus* protective service allowances. [2]	Column 6 price plus 43 cents.
18	Fruit box (WPB-L 232 No. 36) with a net weight of not less than 19 pounds and not more than 21 pounds.	Per box	All season	$1.64		Column 6 price plus 49 cents.
19	Sanger lug box (WPB-L 232 No. 46) with a net weight of not less than 22 pounds and not more than 24 pounds.	Per box	All season	$1.89		Column 6 price plus 56 cents.
20	Any of above containers but with a net weight of less than or more than that specified for each container; and peaches graded and packed in any other container.	Per pound	All season	8.2 cents		Column 6 price plus 2½o cents.
21	Peaches produced in Oregon, Washington and Idaho and sold loose and ungraded (orchard run) in any container. [1]	Per pound	All season	6.6 cents		Column 6 price plus 2½o cents.
	Peaches produced in all other states and graded and packed in the following containers					
22	Standard bushel baskets	Per bushel	All season	$3.66	Price in Column 5 *plus* freight (including 3% transportation tax) from shipping point and *plus* protective service allowances. [2]	Column 6 price plus $1.08.
23	Standard ½ bushel baskets	Per ½ bushel	All season	$1.99		Column 6 price plus 54 cents.
24	Any of above containers, the contents of which do not meet the requirements of pack specified for standard containers (see paragraph (b) (3) (i)); and peaches graded and packed in any other container.	Per pound	All season	7.6 cents		Column 6 price plus 2½o cents.
25	Peaches produced in all other states and sold loose and ungraded (orchard run) in any container. [1]	Per pound	All season	6.7 cents		Column 6 price plus 2½o cents.

[1] The maximum price for peaches sold in bulk (loose without containers) for all states, except California, Oregon, Washington, Idaho, Nevada and Arizona shall be ½ cent per pound less than the maximum prices per pound listed for items 7, 8, 12, and 25 in columns 5, 6 and 7 and 1½o cents per pound less than the maximum prices per pound listed for items 16 and 21 in columns 5, 6 and 7 for the states of California, Oregon, Washington, Idaho, Nevada and Arizona.

[2] Protective service allowances shall be the actual cost of protective services furnished, not to exceed the lowest common carrier charge for the same services (including 3% transportation tax), but shall not include precooling (see paragraph h).

[3] The prices named in column 6 and 7 are maximum prices for each individual lot or shipment of peaches received and sold by the particular seller. For sellers covered by Column 7, see general provisions of this Appendix.

(g) *Tables of maximum markups.* The following tables name the maximum markups which may be added for certain distributive services. Table A names maximum markups for sales by grower-packers through certain named agents and sales by shipping point distributors direct and through agents. Table B names maximum markups for sales by persons other than grower-packers and shipping point distributors. In each case, the maximum price shall be figured by adding the appropriate markup to the named f. o. b. shipping point or delivered price (see Column 5 or 6 of the applicable table in paragraph (f)), as the case may be. In figuring maximum prices, markups may not be taken cumulatively.

Examples: 1. The maximum markup of 17 cents named in Column 7 of Table A, for a sale by a grower-packer through a terminal auction of a standard bushel basket of peaches, includes the maximum markup of 6 cents named in Column 4 for the broker used in making the sale through the auction.

2. The markup of 29 cents named in Column 10 of Table A, for a sale by a shipping-point distributor through a terminal auction of that standard container of peaches, includes the maximum markup of 12 cents named in Column 8 for the shipping point distributor and the maximum markup of 6 cents named in Column 4 for the broker used in making that sale.

3. The maximum markup of 62 cents named in Column 12 of Table A, for a sale by a shipping point distributor through a commission merchant ex store or ex warehouse of that standard container of peaches, includes the maximum markup of 12 cents named in Column 8 for the shipping point distributor.

4. The maximum markup of 32 cents named for that standard container of peaches in Column 4 of Table B, for a carlot distributor who has purchased a carlot or truckloot of peaches and resells such carlot or truckloot unbroken, includes the markup of 12 cents named in Column 8 of Table A for the shipping point distributor and the markup of 6 cents named in Column 4 of Table A for the broker used in making that sale.

5. The markup of 68 cents named in Column 6 of Table B, for a sale by a primary receiver of that standard container of peaches ex store or ex warehouse, includes the markup of 12 cents named in Column 8 for the shipping point distributor and the markup of 6 cents named in Column 4 of Table A for the broker used in making that sale.

6. The maximum markup of $1.08 named in Columns 7 and 8 of Table B for a sale by secondary jobbers and service wholesalers of that standard container of peaches, includes the markups of 12 cents for the shipping point distributor, 6 cents for the broker, and 50 cents for the primary receiver (totalling 68 cents, the primary receiver's markup in Column 6).

TABLE A.—MAXIMUM MARKUPS FOR DISTRIBUTIVE SERVICES PERFORMED BY GROWER-PACKERS, SHIPPING POINT DISTRIBUTORS, AND THEIR AGENTS TO BE ADDED TO THE APPLICABLE MAXIMUM PRICE F. O. B. SHIPPING POINT OR THE MAXIMUM DELIVERED PRICE, AS THE CASE MAY BE

[See column 5 or 6 of tables in paragraph (f))] [1]

Col. 1	2	3	4	5	6	7	8	9	10	11	12
				Sales by grower-packers through a commission merchant in less-than-carlots or less-than-trucklots			Sales by any person (including grower-packers) through a grower's sales agent and sales by shipping point distributors				
Item No.	Commodity	Unit	Through a broker in any quantity or through a commission merchant in carlots or trucklots	Ex-dock, car or truck or terminal sales platform	Ex-store or warehouse	Through an auction in less-than-carlots or less-than-trucklots	Direct sales (without the use of broker or any other agent)	Through a broker or salaried representative in any quantity, or through a commission merchant in carlots or trucklots	Through an auction in less-than-carlots or less-than-trucklots	Through a commission merchant in less-than-carlots or less-than-trucklots: Ex-dock, car, truck or terminal sales platform	Through a commission merchant in less-than-carlots or less-than-trucklots: Ex-store or warehouse
		California, Arizona, Nevada, Oregon, Washington, Idaho (items 13–21, Table 1)									
1	Peaches	Fruit box (WPB-L 232 No. 35) 17–19 pounds	$0.02	$0.09	$0.19	$0.06	$0.07	$0.09	$0.13	$0.16	$0.26
		Fruit box (WPB-L 232 No. 36) 19–21 pounds	.03	.09	.21	.08	.08	.11	.16	.17	.29
		Sanger lug (WPB-L 232 No. 46) 22–24 pounds	.03	.11	.24	.08	.09	.12	.17	.20	.33
		Sanger lug (WPB-L 232 No. 46) 24–26 pounds	.03	.12	.26	.09	.10	.13	.19	.22	.36
		Above containers with net weight of less than or more than that specified for each container; peaches packed in all other containers; and those sold loose and ungraded in any container, or in bulk—per pound.	cent ⅛	cent ½	cent 1	cent ⅛	cent 5/10	cent ½	cent 9/10	cent 9/10	cents 1 5/10
		Montana, Wyoming, Utah, Colorado, and New Mexico (items 9–12, table 1)									
		Standard bushel baskets	.06	.23	.50	.17	.12	.18	.29	.35	.62
		Fruit box (WPB-L 232 No. 35) 17–19 pounds	.02	.09	.19	.06	.04	.06	.10	.13	.23
		Bushel baskets, the contents of which do not meet requirements of pack specified for standard bushel baskets (see paragraph (b) (3) (i)); fruit boxes (WPB-L 232 No. 35) with a net weight of less than 17 pounds or more than 19 pounds; peaches packed in all other containers; and those sold loose and ungraded in any container, or in bulk—per pound.	Cent ⅛	Cent ½	Cent 1	Cent ⅛	Cent ¼	Cent ⅜	Cent 5/10	Cent ¾	Cents 1¼
		All other states (items 1–8 and 22–25, table 1)									
		Standard bushel baskets	.06	.23	.50	.17	.12	.18	.29	.35	.62
		Standard ½ bushel baskets	.03	.11	.25	.09	.06	.09	.15	.17	.31
		Above containers, the contents of which do not meet requirements of pack specified for standard containers (see paragraph (b) (3) (i)); peaches packed in all other containers; and those sold loose and ungraded in any container, or in bulk—per pound.	Cent ⅛	Cent ½	Cent 1	Cent ⅛	Cent ¼	Cent ⅜	Cent 5/10	Cent ¾	Cents 1¼

[1] The agents' actual charges (not to exceed the maximum allowable charges under MPR 165) shall be used instead of the markups listed if the total of such actual charges is over than the markup shown.

TABLE 8.—MAXIMUM MARKUPS FOR DISTRIBUTIVE SERVICES PERFORMED BY CERTAIN SELLERS OTHER THAN GROWER-PACKERS, SHIPPING-POINT DISTRIBUTORS AND THEIR AGENTS TO BE ADDED TO THE APPLICABLE MAXIMUM DELIVERED PRICES (SEE COLUMN 6 OF TABLES IN PARAGRAPH (f))[1]

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
Item No.	Commodity	Unit	Sales by carlot distributor [2]	Sales by primary receivers in less-than-carlots or less-than-trucklots		Sales by secondary jobbers in any quantity delivered to premises of the purchaser	Sales by service wholesalers delivered to premises of any retail store, Government procurement agency or institutional buyer within the free delivery zone	
				Through an auction or ex-car, dock, truck, or terminal sales platform	Ex-store or ex-warehouse		Original container and quantities in excess of ½ of original container	Half original container or less
.....	Peaches.....	California, Arizona, Nevada, Oregon, Washington, Idaho (items 13-21 table 1):						
		Fruit box (WPB-L232 No. 35): 17-19 pounds.....	$0.14	$0.18	$0.28	$0.43	$0.43	
		Fruit box (WPB-L232 No. 36): 19-21 pounds.....	$0.17	$0.20	$0.32	$0.49	$0.49	
		Sanger lug (WPB-L232 No. 46): 22-24 pounds.....	$0.19	$0.23	$0.36	$0.56	$0.56	
		Sanger lug (WPB-L232 No. 46): 24-26 pounds.....	$0.20	$0.25	$0.39	$0.61	$0.61	
		Above containers with net weight of less than or more than specified for each container; peaches packed in all other containers; and those sold loose and ungraded in any container, or in bulk—per pound.	⅞o cent	1 cent	1½ cents	2⅜o cents	2⅜o cents	2⅜o cents.
		Montana, Wyoming, Utah, Colorado, and New Mexico (items 9-12 table 1):						
		Standard bushel baskets.....	$0.32	$0.41	$0.68	$1.08	$1.08	
		Fruit box (WPB-L232 No. 35): 17-19 pounds.....	$0.11	$0.15	$0.25	$0.40	$0.40	
		Bushel baskets, the contents of which do not meet requirements of pack specified for standard bushel baskets (see par. (3) (b) (i)); fruit boxes (WPB-L232 No. 35) with a net weight of less than 17 pounds or more than 19 pounds; peaches packed in all other containers, and those sold loose and ungraded in any container, or in bulk—per pound.	⅞o cent	⅞o cent	1½ cents	2⅜o cents	2⅜o cents	2⅜o cents.
		All other States (items 1-8, 22-25, table 1):						
		Standard bushel baskets.....	$0.32	$0.41	$0.68	$1.08	$1.08	
		Standard ½ bushel baskets.....	$0.16	$0.20	$0.34	$0.51	$0.54	
		Above containers, the contents of which do not meet requirements of pack specified for standard containers (see par. (3) (b) (i)); peaches packed in all other containers; and those sold loose and ungraded in any container, or in bulk—per pound.	⅞o cent	⅞o cent	1½ cents	2⅜o cents	2⅜o cents	2⅜o cents.

[1] A carlot distributor who resells on an f. o. b. basis may add the markup named in column 4 to the maximum f. o. b. price. (See column 5 of the applicable table in par. (f).)

[2] The column 4 markup may be used only by a person who has purchased the peaches being priced from any person other than a grower or grower-packer selling direct or through a broker, and sells in unbroken carlots or unbroken trucklots. A person who has purchased the peaches being priced from a grower or grower-packer selling direct or through a broker, and sells in unbroken carlots or unbroken trucklots shall use the markups named in the applicable columns in table A for sales by a "shipping point distributor."

(h) *Prohibition against certain payments.* No grower, grower-packer, or shipping point distributor shall receive, and no person shall pay to any grower, grower-packer or shipping point distributor, an amount in excess of the applicable maximum price f. o. b. shipping point, if sold f. o. b. or the applicable maximum price for delivered sales, if sold delivered, as the case may be (see Column 5 or 6 of the applicable table in paragraph (f)), regardless of the type of sale or the type of purchaser and regardless of any existing or future commitment between the buyer and seller. However, this rule does not affect any allowance made (1) to shipping point distributors for sales direct or through agents or (2) to grower-packers for sales through agents; to ultimate consumers; delivered to the premises of retail stores, designated receiving depots of government procurement agencies and institutional buyers.

No person who does not pack and ship the fruit being priced, and who does not regularly operate a packing and shipping plant for that commodity, shall purchase fruit "on the tree" or in bulk at a price, which, after the costs of harvesting, hauling, packing, precooling, and loading have been added, results in a price higher than the maximum f. o. b. shipping point price named in Column 5 of the applicable table in paragraph (f).

Example. Suppose an intermediate seller or a retailer wishes to buy an unharvested crop of fruit from a grower. The amount which he pays the grower for the fruit plus the cost of harvesting, hauling, packing, precooling and loading may not exceed the maximum price f. o. b. shipping point for fruit in the kind of container in which they are being sold, as set forth in the table for fruit in paragraph (f). If the fruit is purchased already packed, but not precooled or loaded on cars, the price paid for the packed fruit plus the cost of precooling and loading must likewise not exceed the maximum price f. o. b. shipping point for fruit in such containers.

(i) *Sales by growers or grower-packers direct and through brokers, commission merchants or terminal auction*—(1) *Sales by growers and grower-packers direct.* (i) For direct sales of fruit in any quantity by growers or grower-packers, the maximum price in each case is the maximum price f. o. b. shipping point or the maximum delivered price, as the case may be (see Column 5 or 6 of the applicable table in paragraph (f)).

(2) *Sales by growers and grower-packers through certain named agents.* (i) For sales of fruit in any quantity by growers or grower-packers through brokers, or sales in carlots or trucklots through commission merchants, the maximum price in each case is the maximum price f. o. b. shipping point or the maximum delivered price, as the case may be (see Column 5 or 6 of the applicable table in paragraph (f)), plus the actual commission or fee charged for the particular sale (not to exceed the maximum allowable commission or fee which such selling agent may charge under Maximum Price Regulation 165) or the markup named in Column 4 of Table A in paragraph (g), whichever is lower.

(ii) For sales of fruit in less-than-carlots or less-than-trucklots by growers or grower-packers through commission merchants, the maximum price in each case is the maximum delivered price named in Column 6 of the applicable table in paragraph (f) plus the actual commission or fee charged for the particular sale (not to exceed the maximum allowable commission or fee which such commission merchant may charge under Maximum Price Regulation 165) or the applicable markup (for ex car or ex store sales, as the case may be, named in Column 5 or 6 of Table A in paragraph (g)), whichever is lower.

(iii) For sales of fruit by growers and grower-packers through a terminal auction, the maximum price in each case is the maximum delivered price named in Column 6 of the applicable table in paragraph (f) plus (1) the sum of the respective actual commissions or fees charged for the particular sale (not to exceed the maximum allowable commission or fee which the agent of the auction seller and which the auction company may charge under Maximum Price Regulation 165) or the markup named in Column 7 of Table A in paragraph (g), whichever is lower, and (2) any unloading charges in the terminal market incurred by the seller.

(iv) For sales of fruit by growers or grower-packers delivered directly from the grower's ranch, orchard or place of business at the shipping point in an "original conveyance" owned, or leased, and operated by the sellers (and not furnished, owned or controlled, directly or indirectly by the buyer) to the premises of institutional buyers, designated depots of government procurement agencies or retail stores where resale is made to ultimate consumers, the maximum price in each case is the price named in Column 7 of the applicable table in paragraph (f). The provisions of this subdivision do not apply to sales delivered to retailers' warehouses.

A sale of fruit, delivered directly from the shipping point in an "original conveyance" owned, or leased, and operated by another grower (and not furnished, owned or controlled, directly or indirectly by the buyer), transporting fruit of that grower and the fruit of not more than three other growers, to the premises of institutional buyers, designated depots of government procurement agencies or retail stores where resale is made to ultimate consumers, shall be priced as a sale by a grower "in an original conveyance owned by the grower."

"Original conveyance" means the first conveyance (other than a railroad car) in which the particular goods being priced are loaded for shipment at the country shipping point.

(v) For sales by growers or grower-packers of fruit to ultimate consumers the maximum price in each case is the price named in Column 7 of the applicable table in paragraph (f) multiplied by 1.33. However, such price shall not exceed any applicable community price established by the Office of Price Administration.

"Grower-packer" means a person (including a grower or a grower's cooperative) (1) who grows the fruit being priced, or who has bought the fruit being priced on the tree (tree-run) or in bulk, (2) who sizes, grades, packs or otherwise prepares the fruit being priced for shipment or has it so prepared by others, and (3) who sells the fruit being priced at or from the shipping point on an f. o. b. or delivered basis.

"Growers' cooperative" means a non-profit agricultural marketing association, regularly marketing the fruit being priced, which is organized under state law and in conformity with the Capper-Volstead Act.

"Broker" means a person other than a "grower's sales agent" or a "commission merchant" who, for a commission or fee, represents his principal in the sale of the fruit being priced.

"Commission merchant" means a seller's agent, other than a "grower's sales agent" or a "broker", who receives the fruit being priced, and who, for a commission or fee sells it in any quantity in a terminal market or other wholesale receiving point, and who, in the case of less-than-carlot or less-than-trucklot sales, performs the wholesale functions of unloading the fruit from the car or truck in which it is received.

"Commission" or "fee" means the actual charge made by an agent for services performed in connection with the sale of fruit.

"Terminal auction" means a place in a terminal market, open to any seller and to any buyer who has established credit with the "auction company" or who pays cash, where, on the basis of competitive bidding, the fruit being priced is sold in less-than-carlot or less-than-trucklot quantities by persons operating through a public licensed sales organization known as an "auction company", for whose services a fee is charged.

"Ultimate consumer" means a person who buys the fruit being priced for direct consumption. However, as used in this appendix, the term does not include a commercial, industrial or institutional user or government procurement agency.

(j) *Provisions applicable to sales by any person (including growers and grower-packers) through growers' sales agents*—(1) *Sales at shipping points by any person (including growers and grower-packers) through growers' sales agents.* (i) For sales of fruit in any quantity at shipping points by any person through growers' sales agents, the maximum price in each case is the maximum price f. o. b. shipping point or the maximum delivered price, as the case may be (see Column 5 or 6 of the applicable table in paragraph (f)), plus the actual commission or fee charged for the particular sale (not to exceed the maximum allowable commission or fee which the grower's sales agent may charge under Maximum Price Regulation 165) or the markup named in Column 9 of Table A in paragraph (g), whichever is lower.

(2) *Sales at terminal markets or other wholesale receiving points by any persons (including growers and grower-packers) through growers' sales agents.* (i) For sales of fruit at terminal markets or other wholesale receiving points by any person through growers' sales agents, the maximum price in each case is the maximum price f. o. b. shipping point or the maximum delivered price, as the case may be (see Column 5 or 6 of the applicable table in paragraph (f)), plus the respective actual commissions or fees charged for the particular sale (not to exceed the maximum allowable commissions or fees which the respective agents may charge under Maximum Price Regulation 165) or the markup named in Column 9 of Table A in paragraph (g), whichever is lower.

(ii) For sales of fruit by any person through grower's sales agents who use a terminal auction, the maximum price in each case is the maximum delivered price named in Column 6 of the applicable table in paragraph (f) plus (1) the sum of the respective actual commissions or fees charged for the particular sale (not to exceed the maximum allowable commissions or fees which the grower's sales agent, the agent of the auction seller and the auction company may charge under Maximum Price Regulation 165) or the markup named in Column 10 of Table A in paragraph (g), whichever is lower, and (2) any unloading charges in the terminal market incurred by the seller.

(iv) For sales of fruit in less-than-carlots or less-than-trucklots by any person through growers' sales agents who use commission merchants, the maximum price in each case is the maximum delivered price in Column 6 of the applicable table in paragraph (f) plus the sum of the respective actual commissions or fees charged for the particular sale (not to exceed the maximum allowable commissions or fees which the grower's sales agent and the commission merchant may charge under Maximum Price Regulation 165) or the applicable markup (for ex car or ex store sales, as the case may be) named in Columns 11 and 12 of Table A in paragraph (g), whichever is lower.

"Grower's sales agent" means a person (including a growers' cooperative), other than a broker or commission merchant, (1) who is regularly engaged in the business of selling fruit at country shipping points, terminal markets and other wholesale receiving points, and shipping it to terminal markets and other wholesale receiving points, either in person or through salaried representatives, brokers, auctions, or other agents, (2) who receives the fruit being priced from another, (3) who for a commission or fee sells, at shipping points, terminal markets or other wholesale receiving points, the fruit being priced for the account of another, (4) who assumes full financial responsibility for the collection of funds due his principal on all fruit sold by him for the account of his principal, and (5) who handles for his principal all freight traffic problems with respect to the fruit being priced, such as routing, diversion of shipments and collection of claims.

(k) *Sales by shipping point distributors*—(1) *Sales by shipping point distributors at shipping points.* For sales of fruit in any quantity at shipping points by shipping point distributors, the maximum price in each case is the maximum price f. o. b. shipping point or the maximum delivered price, as the case may be (see Column 5 or 6 of the applicable table in paragraph (f)), plus the markup named in Column 8 of Table A in paragraph (g).

(2) *Sales at terminal markets or other wholesale receiving points by shipping point distributors.* (i) For sales of fruit at terminal markets or other wholesale receiving points by shipping point distributors, the maximum price in each case is the maximum price f. o. b. shipping point or the maximum delivered price, as the case may be (see Column 5 or 6 of the applicable table in paragraph (f)), plus the markup named in Column 9 of Table A in paragraph (g). However, this markup may be taken only by a shipping point distributor who regularly maintains sales offices and salaried representatives at terminal markets and other wholesale receiving points. For sales by a shipping point distributor who does not regularly maintain sales offices and salaried representatives at terminal markets and other wholesale receiving points the markup in Column 8 shall apply.

(ii) For sales of fruit at terminal markets or other wholesale receiving points by shipping point distributors, who in carlot or trucklot sales use brokers or commission merchants and in less-than-carlot or less-than-trucklot sales use brokers, the maximum price in each case is the maximum price f. o. b. shipping point or the maximum delivered price, as the case may be (see Column 5 or 6 of the applicable table in paragraph (f)), plus the markup named in Column 9 of Table A in paragraph (g), or the sum of (1) the markup named in Column 8 of Table A in paragraph (g) and (2) the actual commission or fee charged for the particular sale (not to exceed the maximum allowable commission or fee which such selling agent may charge under Maximum Price Regulation 165), whichever is lower.

(iii) For sales of fruit by shipping point distributors through a terminal auction, the maximum price in each case is the maximum delivered price named in Column 6 of the applicable table in paragraph (f) plus (1) the markup named in Column 10 of Table A in paragraph (g) or the sum of (1) the markup named in Column 8 of Table A in paragraph (g) and (ii) the respective actual commissions or fees charged for the particular sale (not to exceed the maximum allowable commission or fee which the agent of the auction seller and which the auction company may charge under Maximum Price Regulation 165), whichever is lower, plus (2) any unloading charges in the terminal market incurred by the seller.

(iv) For sales of fruit in less-than-carlot or less-than-trucklot by shipping point distributors through commission merchants, the maximum price in each case is the maximum delivered price named in Column 6 of the applicable table in paragraph (f) plus the applicable markup (for ex car or ex store sales, as the case may be) named in Columns 11 and 12 of Table A in paragraph (g) or the sum of (1) the markup named in Column 8 of Table A in paragraph (g) and (2) the actual commission or fee charged for the particular sale (not to exceed the maximum allowable commission or fee which the commission merchant may charge under Maximum Price Regulation 165), whichever is lower.

"Shipping point distributor" means a grower-packer (1) who is regularly engaged in the business of selling fruit at country shipping points, terminal markets and other wholesale receiving points, and shipping it to terminal markets and other wholesale receiving points, either in person or through salaried representatives, brokers, auctions or

other agents and (2) who does not make more than 25% (by volume) of his sales to any one person other than to a government procurement agency during the 1944 season.

A person who would be a "shipping point distributor" but for the fact that he does not meet the requirement of (2) is a "grower-packer" and prices accordingly.

(m) *Maximum prices for sales by persons other than growers, grower-packers and shipping point distributors.*—(1) *Sales by carlot or trucklot distributors.* (i) For sales of fruit in unbroken carlots or unbroken trucklots by carlot distributors, the maximum price in each case is the maximum price f. o. b. shipping point or the maximum delivered price, as the case may be (see Column 5 or 6 of the applicable table in paragraph (f)), plus the markup named in Column 4 of Table B in paragraph (g).

"Carlot distributor" means any person who has purchased the fruit being priced from any person other than a grower or grower-packer selling direct or through a broker, and sells in unbroken carlots or unbroken trucklots.

A person who has purchased the fruit being priced from a grower or grower-packer selling direct or through a broker and sells in unbroken carlots or unbroken trucklots shall price as if he were a "shipping point distributor".

(2) *Sales by primary receivers in less-than-carlots or less-than-trucklots.* (i) For sales by primary receivers of fruit ex car, ex truck, ex dock, or ex terminal sales platform, at a terminal market or other wholesale receiving point, the maximum price in each case shall be the maximum delivered price named in Column 6 of the applicable table in paragraph (f) plus the markup named in Column 5 of Table B in paragraph (g).

(ii) If a primary receiver breaks a car or truck, unloads the particular fruit being priced into a store or warehouse owned or leased in whole or in part by him, and makes sales ex store or ex warehouse, the maximum price in each case shall be the maximum delivered price named in Column 6 of the applicable table in paragraph (f) plus the markup named in Column 6 of Table B in paragraph (g). This price does not include delivery charges. If the primary receiver makes delivery, he may also add the amount which the appropriate regional or district office determines to be applicable for deliveries in these cases (see paragraph (r)).

(iii) If a primary receiver makes a delivered sale to the premises of a purchaser within the free delivery zone, without first unloading the particular fruit being priced into a store or warehouse owned or leased in whole or in part by him, the maximum price shall be the maximum price for sales ex car, ex truck, ex dock, or ex terminal sales platform, plus the amount which the appropriate regional or district office determines to be applicable to these sales (see paragraph (r)).

"Primary receiver" means a person other than a service wholesaler who for his own account and profit buys the fruit being priced (1) in unbroken carlots or unbroken trucklots from any person or (2) in any quantity from a grower, grower-packer or shipping point distributor selling either direct or through any agent (except a commission merchant in less-than-carlots or less-than-trucklots), or (3) at auction, for resale in less-than-carlots or less-than-trucklots to persons other than ultimate consumers.

(3) *Sales through terminal auctions.* For sales of fruit through a terminal auction, by persons other than growers, grower-packers, or shipping point distributors, the maximum price in each case is the maximum delivered price named in Column 6 of the applicable table in paragraph (f) plus (1) the markup named in Column 5 of Table B in paragraph (g) and (2) any unloading charges in the terminal market incurred by the seller.

(4) *Sales by secondary jobbers.* (i) For sales by secondary jobbers of fruit on a "delivered" basis, the maximum price in each case is the maximum delivered price named in Column 6 of the applicable table in paragraph (f) plus the markup named in Column 7 of Table B in paragraph (g). "Delivered" means delivered to the buyer's premises (in the case of a retailer, delivered to the retail store where resale is made to ultimate consumers) within the free delivery zone.

(ii) For sales by secondary jobbers of fruit not on a "delivered" basis, the maximum price in each case is the maximum price for sales on a "delivered" basis less five cents per container for containers under 50 pounds (gross weight), and ten cents per container for containers 50 pounds or more (gross weight), except as these amounts may be changed by the appropriate regional or district office (see paragraph (r)).

"Secondary jobber" means a person other than a retailer who for his own account and profit purchases the fruit being priced in less-than-carlots or less-than-trucklots from (1) a primary receiver or (2) any person selling through a commission merchant, for resale in any quantity.

(5) *Sales by service wholesalers.* (i) For sales by service wholesalers of fruit on a "delivered" basis, the maximum price in each case is the maximum delivered price named in Column 6 of the applicable table in paragraph (f) plus the markup named in Column 8 of Table B in paragraph (g). "Delivered" means delivered to the buyer's premises (in the case of a retailer, delivered to the retail store where resale is made to ultimate consumers) within the free delivery zone.

(ii) A service wholesaler, when selling the fruit being priced on a delivered basis in quantities of one-half container or less, may add to the maximum delivered price named in Column 6 of the applicable table in paragraph (f) the markup named in Column 9 of Table B in paragraph (g), but only if he has first offered to sell to the buyer on a full-container basis. This paragraph applies only to sales where the seller breaks the original container received by him and sells no more than half of the quantity in that container.

(iii) For sales by service wholesalers of fruit not on a "delivered" basis, the maximum price in each case is the maximum price for sales on a "delivered" basis less five cents per container under 50 pounds (gross weight), and ten cents per container for containers 50 pounds or more (gross weight), except as these amounts may be changed by the appropriate regional or district office (see paragraph (r)).

"Service wholesaler" means a person who maintains a store or warehouse at which the fruit being priced is received and stored (or warehoused); who maintains at such store or warehouse facilities for cold storage, ripening, sorting, repacking, and other handling of the fruit; who employs salesmen to call on the trade in the city or country points which he services; and who sells the fruit being priced to retail stores, government procurement agencies or institutional buyers.

(6) *Sales by secondary jobbers and service wholesalers delivered outside the free delivery zone.* (i) For sales by secondary jobbers or service wholesalers of fruit delivered to the premises of any purchaser located outside of the free delivery zone, the maximum price in each case is the maximum delivered price named in Column 6 of the applicable table in paragraph (f) plus the applicable markup named in Columns 7, 8 or 9 of Table B in paragraph (g) plus the cost of transportation beyond the free delivery zone, figured at the lowest common or contract carrier rate for available transportation from the seller's place of business to the premises of the purchaser. The amount added for transportation shall not exceed 25 cents per cwt. for the first 25 miles beyond the free delivery zone, and five cents per cwt. for each successive 25 miles, and the total amount may not exceed 50 cents per cwt., except as these amounts may be changed by the appropriate regional or district office (see paragraph (r)).

(n) *Fractions.* In figuring maximum prices, except for sales to ultimate consumers, all fractions shall be carried to the second decimal place of a cent. Any final calculations of total maximum prices applicable to individual sales resulting in a fraction of one-half cent or more shall be adjusted to the next higher cent, and those below one-half cent shall be adjusted to the next lower cent.

(o) *Sample calculations of maximum prices for sales of a standard bushel basket of peaches f. o. b. Illinois shipping point, and delivered at Chicago, Illinois, and for sales by sellers in the Chicago market.*—(1) *Maximum prices for sales loaded on car or truck at an Illinois shipping point on an f. o. b. basis.*

(i) Sales by growers and grower-packers:	
(a) Direct (Column 5, Table 1)	$3.66
(b) Through a broker, etc. (Col. 4, Table A) ($3.66 plus 0.06)[1]	3.72
(ii) Sales by any person (including growers and grower-packers) through grower's sales agents:	
(a) Direct (Col. 8, Table A) ($3.66 plus 0.12)[2]	3.78
(b) Through a broker, etc. (Col. 9, Table A) ($3.66 plus 0.18)[3]	3.84
(iii) Sales by shipping point distributors:	
(a) Direct (Col. 8, Table A) ($3.66 plus 0.12)	3.78
(b) Through a broker, etc. (Col. 9, Table A) ($3.66 plus 0.18)[4]	3.84
(iv) Sales by carlot distributors[5] (Col. 4, Table B) ($3.66 plus 0.32)	3.98

(2) Delivered base price (Column 6, Table 1):

Column 5 price, Table 1	$3.66
Freight to Chicago (estimate including protective services)	.25
Total delivered price (Col. 6, Table 1)	3.91

(3) Sales by growers and grower-packers at Chicago, Illinois:

(i) Direct (Col. 6, Table 1 price, as above)	$3.91
(ii) Through a broker, etc. (Col. 4, Table A) ($3.91 plus 0.06)[6]	3.97
(iii) Through a commission merchant in less-than-carlots:	
(a) Ex car, etc. (Col. 5, Table A) ($3.91 plus 0.23)[7]	4.14
(b) Ex store, etc. (Col. 6, Table A) ($3.91 plus 0.50)[7]	4.41

[1] Where the broker's actual charge is less than the $0.06, only the amount of the actual charge may be added.

[2] Where the grower's sales agent's actual charge is less than the $0.12, only the amount of the actual charge may be added.

[3] Where the sum of the grower's sales agent's and broker's actual charges is less than the $0.18, only the amount of the actual charges may be added.

[4] Where the broker's actual charge plus the markup in Column 8 is less than the $0.18, only the amount of the actual charge plus the markup in Column 8 may be added.

[5] See definition of "carlot distributor" in paragraph (m).

[6] Where the broker's actual charge is less that the $0.06, only the amount of the actual charge may be added.

[7] Where the commission merchant's actual charge is less than the $0.23 or $0.50, only the amount of the actual charge may be added.

(iv) Through auction in less-than-carlots (Col. 7, Table A) ($3.91 plus 0.17)[8]	$4.08

(Plus actual unloading charges incurred by the seller.)

(4) Sales by any person (including growers and grower-packers) through growers' sales agents, at Chicago, Illinois:

(i) Direct (Col. 8, Table A) ($3.91 plus 0.12)[9]	$4.03
(ii) Through a broker, etc. (Col. 9, Table A) ($3.91 plus 0.18)[10]	4.09
(iii) Through auction in less-than-carlots (Col. 10, Table A) ($3.91 plus 0.29)[11]	4.20

(Plus actual unloading charges incurred by the seller.)

(iv) Through a commission merchant in less-than-carlots:	
(a) Ex car, etc. (Col. 11, Table A) ($3.91 plus 0.35)[12]	4.26
(b) Ex store, etc. (Col. 12, Table A) $3.91 plus 0.62)[13]	4.53

(5) Sales by shipping point distributors, at Chicago, Illinois:

(i) Direct (Column 8, Table A) ($3.91 plus 0.12)	$4.03
(ii) Through a broker, etc. (Col. 9, Table A) ($3.91 plus 0.18)[13]	4.09
(iii) Through auction in less-than-carlots (Col. 10, Table A) ($3.91 plus 0.29)[14]	4.20

(Plus actual unloading charges incurred by the seller.)

(iv) Through a commission merchant in less-than-carlots:	
(a) Ex car, etc. (Col. 11, Table A) ($3.91 plus 0.35)[12]	$4.26
(b) Ex store, etc. (Col. 12, Table A) ($3.91 plus 0.62)[13]	4.53

(6) Sales by other sellers in the Chicago market:

(i) Carlot distributor[15] (Col. 4, Table B) ($3.91 plus 0.32)	$4.23
(ii) Primary receiver:	
(a) Ex car, etc. (Col. 5, Table B) ($3.91 plus 0.41)	4.32
(b) Ex store, etc. (Col. 6, Table B) $3.91 plus 0.68)	4.59
(iii) Secondary jobber (Col. 7, Table B) ($3.91 plus $1.08)	4.99
(iv) Service wholesaler (Col. 8, Table B) ($3.91 plus $1.08)	4.99

[8] Where the sum of the agent's and the auction company's actual charge is less than the $0.17, only the amount of the actual charges may be added.

[9] Where the growers' sales agent's actual charge is less than the $0.12, only the amount of the actual charge may be added.

[10] Where the sum of the growers' sales agent's and broker's actual charges is less than the $0.18, only the amount of the actual charges may be added.

[11] Where the sum of the agents' and the auction company's actual charges is less than the $0.29, only the amount of the actual charges may be added.

[12] Where the sum of the growers' sales agent's and the commission merchant's actual charges is less than the $0.35 or $0.62, only the amount of the actual charges may be added.

[13] Where the broker's actual charge plus the markup in Column 8 is less than the $0.18, only the amount of the actual charge plus the markup in Column 8 may be added.

[14] Where the sum of the agent's and the auction company's actual charges plus the markup in Column 8 is less than the $0.29, only the sum of the actual charges plus the markup in Column 8 may be added.

[15] Where the commission merchant's actual charge plus the markup in Column 8 is less than the $0.35 or $0.62, only the amount of the actual charge plus the markup in Column 8 may be added.

[16] See definition of "carlot distributor" in paragraph (m).

NOTE: The foregoing figures are not to be construed as true ceiling prices in the Chicago market. They are used merely as examples to show the application of the various markups to the base amounts.

(p) *When maximum prices apply.* The applicable maximum price in each case is the maximum price in effect on the date of delivery.

When shipment is by independent carrier and the sale is on an f. o. b. shipping point basis, with the risk of loss on the buyer for any part of the transit prior to physical delivery to him, the date of delivery is the date when the goods are loaded on the carrier ready for shipment. When shipment is by independent carrier and the sale is on a delivered basis, with the risk of loss on the seller for the entire transit prior to physical delivery to the buyer, the date of delivery is the date when the goods are physically delivered by the carrier to the buyer.

(q) *Sales of futures.* In the case of futures, no "advance" (that is, payment prior to delivery) shall, when added to any previous advances, exceed either the maximum price in effect on the date of delivery or the maximum price in effect on the date of the payment.

"Sales of futures" means sales of goods for delivery at a future date beyond the normal time after sale necessary for transit.

(r) *Adjustments by regional and district offices.* The authority delegated by sections 2 (a) and 2 (b) of this regulation to the regional and district offices does not apply to fruits. For fruit, the Regional Directors of the Office of Price Administration, and such district officers as they in turn may authorize, are authorized:

(1) To determine the limits of the free delivery zone at any wholesale receiving point located within its jurisdiction and to adjust upwards or downwards the allowances for sales by secondary jobbers and service wholesalers on a non-delivered basis and to adjust upwards or downwards the allowances for transportation beyond the free delivery zones, at the lowest rates for customary and generally available means of transportation.

(2) To determine and publish orders naming the amounts which primary receivers may add, for deliveries made within the free delivery zone at wholesale receiving points, to the maximum price otherwise applicable; and to determine and publish orders naming the amounts which primary receivers may add, for deliveries beyond the free delivery zone, to the maximum prices otherwise applicable. These amounts shall be figured at the lowest rates for customary and generally available means of transportation.

(3) To adjust upwards or downwards the maximum markups named for sales through commission merchants in less-than-carlots or less-than-trucklots ex car, ex truck, ex dock, or terminal sales platform. However, any upward adjustment that is made under this paragraph shall not exceed the maximum markup named for such sales through a commission merchant in less-than-carlots or less-than-trucklots ex store or ex warehouse.

(4) To adjust upwards or downwards the maximum markups named for sales by primary receivers ex car, ex truck, ex dock, or ex terminal sales platform or through a terminal auction. However, any upward adjustment that is made under this paragraph shall not exceed the maximum markup named for sales by primary receivers ex store or ex warehouse.

(5) *Record keeping and notification requirements.* Every sale by any person to any buyer other than an ultimate consumer shall be accompanied by a notification in writing showing the date of the sale, the names and addresses of the seller and the buyer, an adequate description of the commodity sold, including the quantity, unit of sale and the total price charged. When the total price includes charges for brokerage, commission, freight, trucking, protective services or any other charge or fee recognized by this appendix, the notice shall set forth the nature and amount of each of such charges, except insofar as the giving of such information is inconsistent with state law.

This amendment shall become effective on July 15, 1944, except for peaches shipped from the shipping point and actually sold before July 15, 1944 and except for peaches shipped (whether sold or unsold) before July 10, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 10th day of July 1944.

CHESTER BOWLES,
Administrator.

Approved: JULY 5, 1944.

GROVER B. HILL,
Acting War Food Administrator.

[F. R. Doc. 44-10138; Filed, July 10, 1944; 4:41 p. m.]

PART 1340—FUEL

[RMPR 436, Amdt. 2]

CRUDE PETROLEUM, AND NATURAL AND PETROLEUM GAS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Revised Maximum Price Regulation No. 436 is amended in the following respects:

1. The note at the beginning of Article II entitled *"How to determine maximum prices for crude petroleum"* is amended by adding the following sentence at the end of such note:

After ascertaining a maximum price under section 10 or 11, examine section 12 to determine whether or not any increase or increases have been made thereto.

2. Section 10 (a) (2) is amended to read as follows:

(2) *Smackover Field.* The maximum price at the receiving tank for crude petroleum produced in the Smackover Field, Ouachita and Union Counties, Arkansas, shall be a flat price of 83¢ per barrel.

3. Sections 12, 13 and 14 are renumbered 13, 14 and 15 respectively, and section 12 is added to Article II to read as follows:

SEC. 12. *Increases to maximum prices.* (a) The maximum price at the receiving tank for producers and owners of royalty interests for crude petroleum produced in any of the pools set out below shall be the maximum price as determined under section 10 or 11 and the amount of the increase designated below:

(1) *Alabama.*
(2) *Arizona.*

(3) *Arkansas.* Pool and county:	*Amount of increase (dollars per 42-gal. barrel)*
El Dorado, East, Union	$0.25
El Dorado, South, Union	.35

*Copies may be obtained from the Office of Price Administration.

(3) *Arkansas*—Con.

Pool and county:	Amount of increase (dollars per 42-gallon barrel)
Lewisville, Lafayette	$0.20
Lisbon, Union	.35
Nick Springs-Cotton Valley, Union	.35
Smackover, Ouachita, Union	.20
Stephens, Columbia, Nevada, Ouachita	.35

(4) *California.*
(5) *Colorado.*

Pool and county:	Amount of increase (dollars per 42-gal. barrel)
Berthoud, Larimar	$0.20
Boulder, Boulder	.35
Florence, Fremont	.35
Orchard-Greasewood, Weld	.25

(8) *Connecticut.*
(7) *Delaware.*
(8) *Florida.*
(9) *Georgia.*
(10) *Idaho.*
(11) *Illinois.*

Pool and county:	Amount of increase (dollars per 42-gal. barrel)
Aden, Wayne and Hamilton	$0.25
Albion-North, Edwards	.35
Barnhill, Wayne	.35
Bartelso, Clinton	.25
Bartelso-South, Clinton	.25
Beaver Creek, Bond	.20
Beman, Lawrence	.35
Browns-South, Edwards	.35
Burnt Prairie, White	.20
Carlyle, Clinton	.35
Centralia, Clinton, Marion	.25
Cisne, Wayne	.25
Colmar-Plymouth, McDonough-Hancock	.35
Cordes, Washington	.25
Cowling, Edwards	.35
Cravat, Jefferson	.25
Dahlgren, Hamilton	.35
Du Bois, Washington	.35
Du Bois West, Washington	.25
Dundas Consolidated, Richland and Jasper	.35
Dupo, St. Clair	.35
Eldorado, Saline	.35
Elkville, Jackson	.25
Gillespie Wyen, Macoupin	.35
Hoffman, Clinton	.35
Ingraham, Clay	.35
Inman, Gallatin	.25
Johnsonville-South, Wayne	.35
Junction, Gallatin	.35
Keensburg Consolidated, Wabash	.20
Lakewood, Shelby	.20
Lancaster, Wabash and Lawrence	.25
Leech, Wayne	.20
Litchfield, Montgomery	.35
Mason, Effingham	.35
Maunie-North, White	.35
Mt. Carmel-West, Wabash	.25
Mt. Erie-North, Wayne	.25
Patoka, Marion	.20
St. Francisville E., Lawrence	.20
Sainte Marie, Jasper	.20
Sesser, Franklin	.25
Southeastern Field, Lawrence, Clark, Crawford, and Wabash	.35
Stewardson, Shelby	.20
Storms, White	.20
Thompsonville, Franklin	.35
Tolliver, Clay	.35
Wamac, Marion, Clinton and Washington	.35
Waterloo, Monroe	.35
Whittington-West, Franklin	.25
Woburn, Bond	.35
Xenia, Clay	.25

(12) *Indiana.*

Pool and county:	Amount of increase (dollars per 42-gal. barrel)
Bristow-old, Perry	$0.35
Bufkin, Posey	.20
Cannelburg-old, Daviess	.35

(12) *Indiana*—Con.

Pool and county:	Amount of increase (dollars per 42-gallon barrel)
Carbon West Posey	$0.35
Columbia, Gibson	.35
Enterprise, Spencer	.35
Evansville Area-old, Posey and Vanderburgh	.35
Francisco, E. & W., Gibson	.35
Grandview, Spencer	.35
Hatfield, Spencer	.20
Hazelton-old, Gibson	.35
Hensler, Posey	.20
Hovery Lake, Posey	.20
Johnson, Gibson	.35
Kirksville, Gibson	.20
Mt. Carmel, Gibson	.20
Petersburg-old, Pike	.35
Rockport, Spencer	.25
St. Francisville, Knox	.35
St. Francisville E., Knox	.20
St. Thomas, Knox	.35
Shelburn-old, Sullivan	.35
Sisel, Sullivan and Vigo	.20
Somerville, Gibson and Pike	.35
Troy-old, Spencer	.35
Veale-old, Daviess	.35
Washington-old, Daviess	.35

(13) *Iowa.*
(14) *Kansas.*

Pool and county:	Amount of increase (dollars per 42-gal. barrel)
Abbyville, Reno	$0.25
All pools, Allen	.35
All pools, Anderson	.35
All pools, Chautauqua	.35
All pools, Franklin	.35
All pools, Linn	.35
All pools, Miami	.35
All pools, Neosho	.35
All pools, Wilson	.35
All pools, Woodson	.35
Augusta, Butler	.35
Augusta, North, Butler	.35
Baird, Cowley	.20
Baird, East, Cowley	.20
Bausinger, Butler	.35
Benton, Butler	.25
Bidde, Cowley	.35
Blackwell, Greenwood	.35
Blankenship, Butler	.35
Bridfeldt, West, Rice	.20
Bringar, Greenwood	.35
Browning, Greenwood	.35
Burden, Cowling	.35
Bush-Denton, Elk (West Half)	.35
Callyer, Elk	.25
Chandler, Sumner	.25
Chindburg, McPherson	.25
Christy, Greenwood	.35
Churchill, Sumner	.25
Clark, Cowley	.20
Clever, Cowley	.25
Countrymen, Cowley	.35
Covert-Sellers, Marion	.25
Craber, McPherson	.20
David, Cowley	.20
David, South, Cowley	.35
Demaloris-Snowden, Greenwood	.25
Dory, Elk	.35
Douglas, Butler	.35
Dunaway, Greenwood	.35
Dunkelberger, Elk	.35
Eastborough, Sedgwick	.20
Eastman, Cowley	.35
Eckels, Butler	.20
Elchman, Russel	.35
El Dorado, Butler	.35
Eureka, Greenwood	.35
Fairfield, Russell	.25
Fall City, Cowley	.35
Halstead, Harvey	.20
Ferguson, East, Elk	.20
Ferguson, West, Cowley	.35
Florence, Marion	.35
Fox Bush, Butler	.35
Garden, Butler	.35
Gelwick, Butler	.20
Gettysburg, Graham	.25

(14) *Kansas*—Con.

Pool and county:	Amount of increase (dollars per 42-gallon barrel)
Graber, McPherson	$0.20
Graham, Cowley	.20
Grand Summit, Cowley	.35
Gueda Springs, Cowley	.25
Haller, Ellis	.25
Hamilton, Greenwood	.35
Haverhill, Butler	.25
Helken, Ellsworth	.35
Hinchman, Greenwood	.35
Hollis, Greenwood	.35
Hower, Cowley	.25
Jackson Greenwood	.35
Keighlez, Butler	.35
Keller, Greenwood	.35
Kramer-Stein, Butler	.35
Kriley, Rocks	.25
Kurich, Rocks	.20
Lamont, Greenwood	.35
Leon, Butler	.35
Lerado, Reno	.35
Lost Springs, West, Marion	.25
Lyon, Harvey	.35
Lyons, Rice	.35
Madison, Greenwood	.35
Mahoney, Russel	.35
Malins, Elk	.35
McCullough, Butler	.25
McPherson, McPherson	.25
Mills, Elk	.35
Mohannah, Cowley	.35
Morrison, Clark	.35
Murphy, Cowley	.25
Nohl, Russel	.20
Olson, Cowley	.35
Otter Creek, Cowley	.35
Padgett, Sumner	.20
Peabody, Marion	.25
Penokee, Graham	.20
Pierce, Butler	.35
Pippes, Greenwood	.35
Polhamus, Greenwood	.35
Porter, Elk	.35
Potwin, Butler	.25
Potwin, South, Butler	.20
Rainbow Bend, Cowley	.25
Reese, Greenwood	.35
Reiken, Ellsworth	.35
Reynolds-Schaffer, Butler	.20
Robbins, Sedgwick	.35
Rock, Cowley	.35
Rock, North, Cowley	.35
Ruder, Ellis	.20
Sallyards, Greenwood	.35
Scott, Greenwood	.35
Seeley-Wick, Greenwood	.35
Severy, Elk	.35
Seward, Butler	.35
Slick-Carson, Cowley	.25
Smith, Cowley	.35
Smock-Deiss, Butler	.35
State, Cowley	.35
Steinhoff, Butler	.25
Teeter, Greenwood	.35
Teichgraber, Greenwood	.35
Thrall-Agard, Greenwood	.35
Thurlow, Cowley	.35
Tries, Cowley	.25
Tuiney, Greenwood	.35
Turner, Cowley	.25
Udall, Cowley	.25
Van Boy, Coffey	.35
Virgil, Greenwood	.35
Virgil, North, Greenwood	.35
Walker, Elk	.35
Weathered, Cowley	.20
Weaver, Butler	.35
Webb, Elk	.35
Welch, North, Rice	.25
Wellington, Sumner	.25
Wherry, Rice	.20
Wiggins, Greenwood	.35
Wilkerson, Greenwood	.35
Willard, Greenwood	.35
Winfield, Cowley	.35
Yoder, Reno	.35
Young, Butler	.25

(15) *Kentucky*

Pool and county:	Amount of increase (dollars per 42-gallon barrel)
Cairo, Henderson	$0.20
Coryden, Henderson	.20
Greenbriar, Henderson	.25
Helbardsville, Henderson	.25
Sebree, Webster	.25
Spring Grove, Union	.20
Zion, Henderson	.25
All other pools in the State of Kentucky except Gilmore, Poole, Reed, Robards, Smith Mills and Spottsville Pools, Henderson County; Livermore Pool, McLean County; Hitesville, Morganfield, St. Vincent, Uniontown, Utley and Wathen Pools, Union County; East Poole and Pratt Pools, Webster County	.35

(16) *Louisiana*

Pool and parish:	Amount of increase (dollars per 42-gallon barrel)
Bayou Bouillon, St. Martin	$0.35
Bellevue, Bossier	.85
Belle Isle, St. Mary	.25
Bisteneau, Bienville-Bossier	.35
Branch, Acadia	.35
Caddo, Caddo	.25
Carterville, Bossier-Webster	.35
Converse, Sabine	.25
Delta Duck Club, Plaquemines	.35
Driscoll, Bienville	.35
Edgerly, Calcasieu	.20
Elm Grove, Bossier-Caddo	.20
Homer, Claiborne	.20
Lake End, Red River	.35
Lake Hermitage, Plaquemines	.35
Logansport-Joaquin, De Soto	.20
Manifest, Catahoula	.25
Oakland, Union	.35
Perkins, Cameron	.35
Pleasant Hill, De Soto-Sabine	.25
Sibley, Webster	.25
Simsboro, Lincoln	.20
Welsh, Jefferson Davis	.35

(17) *Maine.*
(18) *Maryland.*
(19) *Massachusetts.*
(20) *Michigan.*

Pool and county:	Amount of increase (dollars per 42-gallon barrel)
Beaverton, Gladwin	$0.35
Bentley, Gladwin	.25
Birch Run, Saginaw	.35
Bloomingdale, Van Buren	.35
Casco, Allegan	.35
Clare City, Clare	.35
Columbia, Van Buren	.35
Crystal, Montcalm	.25
Dalton, Muskegon	.35
Deerfield, Monroe	.25
Diamond Springs, Allegan	.35
Dorr, Allegan	.35
Edenville, Midland	.35
Edmore, Montcalm	.35
Freeman, Clare	.20
Grout, Gladwin	.35
Hope, Barry	.25
Hopkins, Allegan	.35
Lakefield, Saginaw	.35
Leaton, Isabella	.25
Montegey, Allegan	.35
Mt. Pleasant and East Ext., Isabella	.35
Muskegon, Muskegon	.35
Muskrat Lake, Van Buren	.35
New Salem, Allegan	.35
Oberisel, Allegan	.35
Pine River, Gladwin	.25
Porter, Midland	.20
Saginaw, Saginaw	.35
Salem, Allegan	.35
Sauble, Lake	.20
Sherman, Isabella	.35
South Akron, Tuscola	.35

(20) *Michigan*—Con.

Pool and county:	Amount of increase (dollars per 42-gallon barrel)
South Buckeye, Gladwin	$0.35
South Tallmadge, Ottowa	.35
Trowbridge, Allegan	.35
Vernon, Isabella	.25
Walker, Kent	.35
West Branch, Ogemaw	.35
West Hopkins, Allegan	.35
Winfield, Montcalm	.35
Wise, Isabella	.20
Wyoming Park, Kent	.35
Yost-Jasper, Midland	.20

(21) *Minnesota.*
(22) *Mississippi.*
(23) *Missouri.*

	Amount of increase (dollars per 42-gallon barrel)
All pools in the State of Missouri except Tarklo Pool, Atchison County	$0.35

(24) *Montana.*

Pool and county:	Amount of increase (dollars per 42-gallon barrel)
Border, Toole	$0.35
Cat Creek, Petroleum	.35
Kevin Sunburst, Toole	.35
Pondera, Teton	.35
Reagon Nose, Glacier	.25
Sweet Grass Hills Area, Toole	.35

(25) *Nebraska.*

Pool and county:	Amount of increase (dollars per 42-gallon barrel)
Barada, Richardson	$0.20

(26) *Nevada.*
(27) *New Hampshire.*
(28) *New Jersey.*
(29) *New Mexico.*

Pool and county:	Amount of increase (dollars per 42-gallon barrel)
Anderson, Eddy	$0.20
Artesia,	.35
Azteo, San Juan	.35
Dayton, Eddy	.20
High Lonesome, Eddy	.35
Rattlesnake, San Juan	.35
Red Lakes, Eddy	.25
Turkey Track, Eddy	.25

(30) *New York.*

	Amount of increase (dollars per 42-gallon barrel)
All pools producing Pennsylvania Grade crude in the State of New York	$0.75

(31) *North Carolina.*
(32) *North Dakota.*
(33) *Ohio.*

	Amount of increase (dollars per 42-gallon barrel)
All pools producing Pennsylvania Grade crude in the State of Ohio	$0.75
All other pools in the State of Ohio	.35

(34) *Oklahoma.*

Pool and county:	Amount of increase (dollars per 42-gal. barrel)
Ada, East, Pontotoc	$0.35
Alabama, Hughes	.35
All pools, Craig	.35
All pools, Nowata	.35
All pools, Rogers	.35
All pools, Washington	.35
Allen (shallow) Pontotoc	.35
Almeda, Osage	.35
Alsuma, Tulsa	.35
Altus, Jackson	.35
Arno, Creek	.20
Asher, West, Pottawatomie	.20
Avant, Osage	.35
Avant, West, Osage	.35
Avery, Lincoln	.35
Aztec, Okmulgee	.35
Backius, Osage	.35
Bald Hill, Okmulgee	.35
Baltimore, North, Okfuskee	.35
Bandwheel, Osage	.35

(34) *Oklahoma*—Con.

Pool and county:	Amount of increase (dollars per 42-gallon barrel)
Barker, Osage	$0.25
Barnes, Garfield	.35
Barnsdall, Osage	.35
Barnsdall, South, Osage	.35
Barnsdall, West, Osage	.35
Bartlesville, Osage	.35
Bebee, East, Pontotoc	.35
Beggs North, Okmulgee	.35
Beggs, South, Okmulgee	.35
Beidleman, Okfuskee	.35
Bethel, Seminole	.35
Bethel, Northeast, Seminole	.35
Big Horse, Osage	.35
Bilby, Wagoner	.35
Bird Creek, Tulsa	.35
Birch Creek, Osage	.35
Bixby, Tulsa	.35
Blackwell, Kay	.20
Boston, Osage	.20
Boston, North, Osage	.35
Bowring, Osage	.35
Boyle, Muskogee	.35
Boynton, Muskogee	.35
Braman, Kay	.25
Branstetter, Osage	.35
Brinton, Okmulgee	.35
Bristow, Creek	.25
Bristow, North, Creek	.35
Bristow, West, Creek	.35
Britton, Oklahoma	.20
Brock, Carter	.35
Broken Arrow, Tulsa	.35
Brown, Garfield	.35
Broyles, Payne	.25
Bruce, Creek	.35
Bruce, East, Creek	.35
Bruner-Vern, Tulsa	.35
Buell, Osage	.35
Bulldog, Osage	.35
Burbank (Osage), Osage	.35
Burbank (Kay), Osage	.20
Butler, Muskogee	.35
Candy Creek, Osage	.35
Carey, Okfuskee	.25
Castle, South, Okfuskee	.35
Clarita, Coal	.35
Clearview, Okfuskee	.35
Cleveland, Pawnee	.35
Coalton, Okmulgee	.35
Cole, Muskogee	.35
Collinsville, Tulsa	.35
Comanche, Stephens	.35
Conservation, Pontotoc	.35
Corine, Wagoner	.35
Council, Muskogee	.35
Country Club, Osage	.35
Coweta, Wagoner	.35
Cruce, Stephens	.35
Cushing, Creek	.35
Dalton, Osage	.35
Davenport, Lincoln	.35
Davenport, North, Lincoln	.35
Dawson, Tulsa	.35
Deaner, Okfuskee	.35
Deep Fork, Creek	.35
Dewey, Osage	.35
Dilworth, Kay	.20
Domes, Osage	.35
Donnelly, Creek	.20
Dora, Seminole	.25
Duncan, North, Stephens	.35
Duncan, West, Stephens	.35
Ed Cox, Carter	.35
Edgewood, Osage	.35
Edna, Creek	.20
Edna, East, Okmulgee	.35
Elgin, South, Osage	.35
Empire, Stephens	.25
Enfisco, Osage	.35
Enos, Marshall	.35
Eram, Okmulgee	.35
Fairfax, Osage	.35
Falls Dome, Osage	.35

(34) *Oklahoma*—Con. Pool and county:	Amount of increase (dollars per 42-gallon barrel)
Fields, Okfuskee	$0.35
Fisher, Tulsa	.35
Fitts, North, Pontotoc	.35
Fitts, South, Pontotoc	.25
Flat Rock, Osage	.35
Flesher, Osage	.35
Foraker, Osage	.20
Forty-five, Osage	.35
Fox, Carter	.20
Francis, West, Pontotoc	.35
Frederick, Tillman	.35
Garber, Garfield	.35
Garber, North, Garfield	.20
George, Wagoner	.35
Gessman, Lincoln	.20
Gillette, Wagoner	.35
Gilliland, Osage	.35
Glenn Pool, Creek	.35
Goble, Wagoner	.35
Graham, Carter	.35
Gregory, Okfuskee	.35
Gypsy Hill, Okfuskee	.35
Gypsy Hill, Northwest, Okmulgee	.35
Hallett, Pawnee	.35
Hamilton Switch, Okmulgee	.35
Hanbury, Comanche	.35
Happy Hollow, Osage	.35
Haskell, Muskogee	.35
Hector, Okmulgee	.35
Henryetta, Okmulgee	.35
Healdton, Carter	.35
Hewitt, Carter	.25
Hickory Creek, Osage	.35
Hickory Creek, South, Osage	.35
Hickory Grove, Creek	.25
Hobart, Kiowa	.25
Hoffman, McIntosh	.35
Holdenville, West, Hughes	.35
Hominy, Osage	.35
Hominy, East, Osage	.35
Hominy Falls, Osage	.35
Hominy, South, Osage	.35
Independent, Creek	.35
Ingalls, Northeast, Payne	.25
Iron Post, Creek	.35
Isom Springs, Marshall	.35
Jenks, Tulsa	.35
Jennings, Pawnee	.35
Josey, Okfuskee	.20
Kasishke, Osage	.35
Kaw, Osage	.20
Kellyville, Creek	.35
Keystone, Pawnee	.35
Kingston, Marshall	.35
Konawa, Seminole	.20
Konawa, East, Seminole	.25
Konawa, South, Seminole	.25
Langston, South, Logan	.20
Lauderdale, Pawnee	.35
Lawton, Comanche	.35
Lee Dome, Osage	.35
Leonard, Tulsa	.35
Lincreek, Lincoln	.35
Link, Muskogee	.35
Loco, Stephens	.35
Lovell, Logan	.20
Lyons-Quinn, Okfuskee	.25
Madalene, Osage	.35
Madalene, East, Osage	.35
Madill, Marshall	.35
Manion, Osage	.35
Manion, North, Osage	.35
Mannford, Creek	.35
Maramec, Pawnee	.25
Markham, Payne	.35
Marshall, Logan	.20
Masham, Pawnee	.35
Maud, Pottawatomie	.20
Mehan, Payne	.35
Mercer, Creek	.25
Meridian, Logan	.20
Milrey, Stephens	.35
Montezuma, Okmulgee	.35
Morgan, Okfuskee	.25
Morris, Okmulgee	.35
Mounds, Creek	.35
Muskogee, Muskogee	.35
Natura, Okmulgee	.35

(34) *Oklahoma*—Con. Pool and county:	Amount of increase (dollars per 42-gallon barrel)
Nuyaka, South, Okmulgee	$0.35
Nuyaka, Southwest, Okmulgee	.35
New England, Osage	.35
Nicoma Park, Oklahoma	.20
Norfolk, Payne	.35
Norfolk, West, Payne	.20
Oakman, Pontotoc	.35
Ochelata, North, Osage	.35
Okemah, Okfuskee	.35
Okemah, West, Okfuskee	.35
Okesa, Osage	.35
Okfuskee, Okfuskee	.35
Oklahoma Central, Okmulgee	.35
Okmulgee, Okmulgee	.35
Olean, Creek	.35
Olive, Creek	.35
Olympic, Okfuskee	.35
Oneta, Wagoner	.35
Osage City, Osage	.35
Osage City, East, Osage	.35
Osage-Hominy, Osage	.35
Osage, Jefferson	.25
Overbrook, Love	.20
Owasso, Tulsa	.35
Page, Osage	.35
Pollyanna, Okmulgee	.35
Papoose, Hughes	.20
Pawhuska, Osage	.35
Pawhuska, West, Osage	.35
Pershing, Osage	.35
Pettit, Osage	.35
Phillipsville, Okmulgee	.35
Pickett-Prairie, Creek	.35
Pine, Okmulgee	.35
Pioneer, Osage	.35
Ponca City, Kay	.26
Pond Creek, Osage	.35
Poor Farm, Creek	.35
Prue, Osage	.35
Quapaw, Osage	.35
Rainola, Stephens	.35
Ramona, Osage	.35
Red Bank, Creek	.20
Red Fork, Tulsa	.35
Red River Bed, Tillman	.35
Ripley, Payne	.20
Robberson, Garvin	.35
Sac & Fox, Lincoln	.35
Sacred Heart, Pottawatomie	.35
Sancho, Seminole	.25
Sand Springs, Tulsa	.35
Sapulpa, Creek	.35
Sapulpa, South, Creek	.35
Sasakwa, East, Seminole	.25
Schulter, Okmulgee	.35
Searight, East, Seminole	.35
Seay, Jefferson	.35
Seltzer, Wagoner	.35
Seminole, East, Seminole	.20
Sheldon, Okfuskee	.35
Sheppard, Muskogee	.35
Sholem Alechem, Carter	.25
Simmons-Black, Okmulgee	.35
Skedee, Pawnee	.35
Skellyville, Lincoln	.35
Skiatook, Osage	.35
Slick, Creek	.20
Spaulding, Hughes	.20
Spaulding, Southeast, Hughes	.35
Spencer, Okmulgee	.35
Stillwater, Payne	.25
St. Louis, East, Pottawatomie	.25
Stone Bluff, Wagoner	.35
Stroud, East, Creek	.25
Summers, Okmulgee	.35
Sunset, Osage	.35
Swan, Seminole	.25
Tatums, Carter	.20
Tecumseh, East, Pottawatomie	.25
Terlton, Pawnee	.35
Terlton, North, Pawnee	.35
Tibbens, Creek	.35
Tidal-Osage, Osage	.35
Tipton, Jackson	.25
Tonkawa, Kay	.20
Transcontinental, Muskogee	.35

(34) *Oklahoma*—Con. Pool and county:	Amount of increase (dollars per 42-gallon barrel)
Turkey Mountain, Tulsa	$0.35
Turley, Tulsa	.35
Tuskegee, Creek	.35
Velma, Stephens	.35
Walker, Creek	.25
Walker, West, Creek	.35
Walters, Cotton	.35
Webster, Wagoner	.35
Weleetka, Okfuskee	.25
Weleetka, South, Okfuskee	.35
Wetley, Seminole	.35
Wetumka, Hughes	.20
Watumka, South, Hughes	.20
Wheeler, Carter	.35
Wicey, Tulsa	.35
Whitetail, Osage	.35
Wilcox, Creek	.20
Wildhorse, Osage	.35
Wildhorse, North, Osage	.35
Wildhorse, South, Osage	.35
Woolaroc, Osage	.35
Woolsey, Stephens	.35
Wynona, Osage	.35
Yeager, North, Hughes	.20
Youngstown, Okmulgee	.35

(35) *Oregon.* (36) *Pennsylvania.*	Amount of increase (dollars per 42-gallon barrel)
All pools producing Pennsylvania grade crude in the State of Pennsylvania	$0.75
All other pools in the State of Pennsylvania	.35

(37) *Rhode Island.* (38) *South Carolina.* (39) *South Dakota.* (40) *Tennessee.*	Amount of increase (dollars per 42-gallon barrel)
All pools in the State of Tennessee	$0.35

(41) *Texas.* Pool and county:	Amount of increase (dollars per 42-gallon barrel)
Adami, Webb	$0.35
Agna Prieta, Duval	.35
Angleton, Brazoria	.35
Appling, Jones	.25
Aviators, Webb	.35
All pools in Archer County	.35
Excepting: Burns Ickert, Cooper, Hull Silk Sikes, Hull Silk Sikes Caddo, Kadane, Kadane Shallow, Mankins, Scotland, Scotland Mississippi Lime, Vogtsberger.	
All pools in Baylor County	.35
Excepting: Rendham, Seymour.	
All pools in Brown County	.35
All pools in Clay County	.35
Excepting: Antelope, Antelope Mississippi Lime, Burns Browning, Burns Midway, Halsell, Hapgood, Joy Mississippi Lime, New York City Strawn, Ross, Stephens, Watson, Wynn.	
All pools in Coleman County	.35
Excepting: Coker, Boyle, Goldsboro, Jim Ned, Novick, Novice North, Overall, Silver Valley.	
All pools in Comanche County	.35
All pools in Cooke County	.35
Excepting: Bindle, Bindle Ellenberger, Dangle, Fleitmann, Walnut Bend, Walnut Bend-Winger, Wilson.	
All pools in Eastland County	.25
Excepting: Carbon.	
All pools in Erath County	.35
All pools in Foard County	.25
Excepting: Johnson.	
All pools in Hoskell County	.35
All pools in Jack County	.35
Excepting: Birdwell, East Grayson, Ellis, Hoefle, McDonald, Meyers, Peex, Pelr, Wolfe, Worsham Steed.	

(41) *Texas*—Con. Pool and county:	Amount of increase (dollars per 42-gallon barrel)
All pools in Jones County	$0.85
Excepting: Akard; Appling ; Avoca; Avoca, North; Avoca, West; Griffin; Grogan; Hardy; Noodle, South; Sagles; Stitch; Strand; Triplett; Wimberly.	
All pools in Montague County	.85
Excepting: Benson, Bonita, Barners, Chapman McFarlin, Clingingsmith, Dobson, Forestburg, Hildreth, Hults and Owens, Illinois Bend, Mueller, Mueller Caddo, Ringold, Rogers & Rogers, Sanders, Stoneburg, Turner.	
All pools in Palo Pinto County	.35
All pools in Shackelford County	.35
Excepting: Joy, Nail, Roark-Nail.	
All pools in Stevens County	.35
Excepting: Brownville, Donnell, Hill, Loving.	
All pools in Taylor County	.20
Excepting: Bowles, Lake Kirby, Merkel, Reddin, Reddin Frazier, Trent.	
All pools in Throckmorton County	.35
Excepting: McKnight, Parratt.	
All pools in Wichita County	.35
Excepting: Airport, Davidson, K. M. A., K. M. A. Ellenberger, West.	
All pools to Wilbarger County	.35
Excepting: Consolidated, Electra-Ellenberger, Fargo, Harrold, Main, Potts-Ellenberger, Rock Crossing (Canyon), Rock Crossing (Ellenberger).	
All pools in Young County	.35
Excepting: Allar, Allar Caddo, Anxac-Graham, Briar Creek, Burns Larimore, Burns Ragland Mississippi Lime, Davis, Garvey, Halbert Caddo, James, Kerlyn Loving, Knight, Knox, Knox, North (Caddo), Knox, Mississippi Lime, Upton McLester, Murray, Murray Caddo, Padgett Mississippi Lime, Servell, Williamson.	
Appling, Jones	.35
Bateman, Bastrop	.20
Bateman, King	.35
Bee Creek, Caldwell	.35
Bennett (W. S. Rotan), Fisher	.20
Bird Island, Kleberg	.25
Blackwell, Coke	.20
Bolivar, Denton	.35
Bolt, Kimble	.35
Bowles, Taylor	.35
Brenham, Austin	.35
Bruni, Webb	.35
Bruni, East, Webb	.35
Buchanan, Caldwell	.35
Burdette, Wells, Caldwell	.35
Burnell, South, Karnes	.20
Caesar, Bee	.35
Camada, Jim Wells	.35
Calliham, McMullen	.35
Carbon, Eastland	.35
Cedar Creek, Bastrop	.35
Chapman Abbott, Williamson	.35
Charamousca, South, Duval	.20
Charco Redona, Zapata	.35
Chicon Lake, Medina	.35
Chiltipin, Duval	.35
Clara Couch, Crockett	.20
Clark, Guadalupe	.25
Cole West, Webb	.35
Collinsville, Grayson	.35

(41) *Texas*—Con. Pool and county:	Amount of increase (dollars per 42-gallon barrel)
Colmena, Duval	$0.20
Comitas, Zapata	.35
Corsicana Shallow, Navarro	.35
Cowden, Crane, Crane	.35
Crockett, Crockett	.25
Cuellar, Zapata	.35
Currie, Navarro	.25
Dale, Caldwell	.35
Dale, West, Caldwell	.35
Damon Mount, Brazoria	.25
Deep Rock, Andrews	.25
Deupree, Bexar	.35
Diamond Half, Collad	.25
Dobbs, Ward	.25
Dunlap, Guadalupe & Caldwell	.35
Eckert, Bexar	.35
Ellison Young, Caldwell	.35
El Tangue, Starr	.35
Emperor Deep, Winkler	.20
Escobas, Zapata	.35
Ezzell, Live Oak & McMullen	.25
Fairfield, Bexar	.35
Fleitmann, Cooke	.25
Fostoria, Montgomery	.25
Fromme, Pecos	.25
Frost, Starr	.35
Garza, Garza	.20
Gas Ridge, Bexar	.35
Ginter, Angelina	.35
Goldsmith, North, Ector	.20
Grosbeck, Limestone	.25
Halley, Winkler	.20
Heyser, Calhoun & Victoria	.35
Holbein, Jim Hogg	.20
Huntington, Angelina	.35
Humble, Harris	.25
Hurdle, Upton	.35
Jacob, McMullen	.35
James, Young	.20
Kermit, Winkler	.35
Killam, Webb	.35
Killam, North, Webb	.35
Knight, Young	.25
Knox, Young	.20
Kohler, Duval	.35
Lake Kirby, Taylor	.35
La Reforma, Starr	.25
Las Animas, Jim Hogg	.25
La Vernia, Guadalupe	.35
Lehn, Pecos	.35
Lentz, Bastrop	.20
Live Oak, Crockett	.35
Loma Novia, Duval	.20
Loma Vista, Duval	.35
Lopez, Webb	.20
Los Olmos, Starr	.35
Luby Deep, Nueces	.20
Luling Branyon, Guadalupe & Caldwell	.25
Lykes, Webb	.35
Lytton Springs, Caldwell	.35
Manila, Jim Hogg	.25
Masterson, Pecos	.35
Matthews, Williamson	.35
McMillan, Runnels	.35
Mexia, Limestone	.20
Minerva Rockdale, Milan	.35
Mirando City, Webb	.35
Mirando Valley, Zapata	.35
Moore, Howard	.25
Munson, McMullen	.35
Mykawa, Harris	.25
Netterville, Pecos	.35
Noach, Williamson	.35
Normanna, Bee	.35
O'Connor McFaddin, Refugia	.20
Oilton, Webb	.35
Old Bateon, Hardin	.35
Orange, Orange	.20
Overall, Coleman	.20
Panola Co. (Bethany), Panola	.35
Payton, Pecos & Ward	.25
Pecos Valley L. G., Pecos	.35

(41) *Texas*—Con. Pool and county:	Amount of increase (dollars per 42-gallon barrel)
Pecos Valley H. G., Pecos & Ward	$0.35
Peters, Duval	.20
Plummer, Bee	.25
Potter, Marion	.35
Pottsboro, Grayson	.35
Potts-Ellenberger, Willbarger	.25
Premont, Jim Wells	.25
Pruett, Ward	.35
Quleta, Bee	.35
Rancho Salo, Duval	.35
Rancho Salo Extension, Duval	.35
Randado, Jim Hogg	.35
Rhodes, Cochran	.35
Ricaby, Starr	.35
Richards, Cochran	.35
Richland, Navarro	.25
Rio Grande, Starr	.35
Riddle, Bastrop	.20
Robinson, Duval	.35
Roselyn, Harris	.35
Rotan, Fisher	.20
Royston, Fisher	.20
Sadler, Grayson	.35
Salt Flat, Caldwell	.20
Sam Fordyce, Hidalgo	.25
Sandhills, West, Crane	.20
Sandia, Jim Wells	.35
Sam Fordyce, North, Starr	.20
Saratoga, Hardin	.35
Sarnosa, Duval	.20
Scarborough, Winkler	.20
Sharon Ridge, Mitchell & Scurry	.25
Shearer, Pecos	.20
Snyder, Howard	.25
Somerset, Bexar & Atascosa	.35
South Bosque, McLennan	.35
South Liberty, Liberty	.20
Southton, Bexar	.35
Spiller, Guadalupe	.35
Spindleton, Jefferson	.20
St. Charles, Aransas	.25
Taborg, Pecos	.25
Taylor Ina, Medina	.35
Tehuacana, Limestone	.20
Telferner, Victoria	.25
Thrall, Williamson	.35
Trent, Taylor	.35
Triplett, Jones	.25
Tulsita, Bee	.35
Walnut Creek, Caldwell	.35
Ward, South, Ward	.35
Waskom, Harrison	.35
Webb Ray, Upton	.35
West Andrews, Andrews & Ector	.35
Westbrook, Mitchell	.20
White Creek, Live Oak	.25
Wortham Shallow, Freestone	.35
Van Shallow, Van Zandt	.35
Victoria, Victoria	.20
Vincent, Howard	.20
Von Ormy, Bexar	.35
Yeast, Bastrop	.35
Zaboroski, Guadalupe	.35

(42) *Utah.* (43) *Vermont.* (44) *Virginia.* (45) *Washington.* (46) *West Virginia.*	Amount of increase (dollars per 42-gallon barrel)
All pools producing Pennsylvania grade crude in the State of West Virginia	$0.75

(47) *Wisconsin.* (48) *Wyoming.* Pool and county:	Amount of increase (dollars per 42-gallon barrel)
Big Muddy, Converse	$0.20
Dewey, Weston	.35
G. P. Lease, Carbon	.35
Grass Creek, Hot Springs	.20
Hidden Dome, Washakie	.35
Horse Creek, Laramie	.35
Iron Creek, Natrona	.35
Kirby Creek, Hot Springs	.35

(48) *Wyoming*—Con. Pool and county:	*Amount of increase (dollars per 42-gallon barrel)*
Osage, Weston	$0.35
Poison Spider, Matrona	.35
Rex Lake, Albany	.25
Simpson Ridge, Carbon	.35
Spring Valley, Vinta	.35
Teapot, outside Naval Reserve, Natrona	.35
W. Mule Creek, Niobrara	.35
W. Warm Springs, Hot Springs	.25

(b) Maximum prices for crude petroleum produced from the pools listed in (a) above, except the Appalachian pools producing Pennsylvania Grade crude oil, have been increased in accordance with the following standards:

Daily average per well production of pool during month of December, 1943 in terms of 42-gallon barrels. (The number of wells to be considered the number of wells producing as of December 31, 1943):	*Amount of price increase — cents per 42-gallon barrel*
Less than 5	35
5 and above but less than 7	25
7 and above but less than 9	20

The maximum price of crude petroleum may be reduced in a pool listed in (a) above by order of the Price Administrator when a finding is made that an increase granted by this amendment was incorrect.

The maximum price of crude petroleum may be increased by order of the Price Administrator in a pool listed in (a) above if the amount of an increase granted herein is less than 35 cents per barrel, when a finding is made that current production has declined, but the total amount of the increase, including that granted herein, may not exceed 35 cents per barrel.

The maximum price of crude petroleum for a particular pool not designated in (a) above may be increased by order of the Price Administrator on the following basis when a finding is made that the daily average per well production was less than 9 barrels per day:

Daily average per well production of pool during month of December, 1943 in terms of 42-gallon barrels. (The number of wells to be considered the number of wells producing as of December 31, 1943):	*Amount of price increase — cents per 42-gallon barrel*
Less than 5	35
5 and above but less than 7	25
7 and above but less than 9	20

This amendment shall become effective August 1, 1944.

Issued this 10th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10137; Filed, July 10, 1944; 4:42 p. m.]

PART 1305—ADMINISTRATION

[Gen. RO 5,[1] Amdt. 74]

FOOD RATIONING FOR INSTITUTIONAL USERS

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

General Ration Order No. 5 is amended in the following respects:

1. Section 10.2 (b) is amended by deleting the word "certified" from the second sentence thereof.

2. Section 29.2 (b) is amended by deleting the word "certified" from the second sentence thereof.

This amendment shall become effective July 15, 1944.

(Pub. Law 671, 76th Cong.; as amended by Pub. Laws 89, 421 and 507, 77th Cong.; E.O. 9125, 7 F.R. 2719, E.O. 9280, 7 F.R. 10179; WPB Dir. 1, Supp. Dir. 1–E, 1–M and 1–R, 7 F.R. 562, 2965, 7234, 9684, respectively; Food Dir. 3, 5, 6 and 7, 8 F.R. 2005, 2251, 3471, respectively)

Issued this 11th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–10172; Filed, July 11, 1944; 11:54 a. m.]

PART 1305—ADMINISTRATION

[Supp. Order 45, Amdt. 9]

SESAME MEAL

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

The commodity "sesame meal" is hereby deleted from the list of commodities in § 1305.59 (a) (3).

This amendment shall become effective September 3, 1944.

Issued this 11th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–10184; Filed, July 11, 1944; 11:55 a. m.]

PART 1351—FOOD AND FOOD PRODUCTS

[MPR 53, [2] Amdt. 28]

FATS AND OILS

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

A new article XIX is added to read as follows:

* Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 10002, 11676, 11480, 11479, 12483, 12557, 12303, 12744, 14472, 15488, 16787, 17465; 9 F.R. 401, 455, 692, 1810, 2212, 2287, 2282, 2476.

[2] 9 F.R. 4200, 5814, 6232, 6434, 6452, 6817, 7426, 7420.

ARTICLE XIX—OLEOMARGARINE; MAXIMUM PRICES OF PROCESSORS

SEC. 19.1 *Maximum prices.* Processor's maximum prices for oleomargarine shall be determined under the provisions of the General Maximum Price Regulation, excepting that:

(a) *No maximum prices to be determined under section 1499.2* (b). No maximum price shall be determined for any margarine under the provisions of section 1499.2 (b) of the General Maximum Price Regulation.

Where maximum prices for any margarine have been determined, or purport to have been determined, under the provisions of § 1499.2 (b) of the General Maximum Price Regulation prior to August 22, 1944, maximum prices for such margarine shall be recalculated and redetermined in accordance with the provisions of sections 19.1 (b) and (c) hereof.

(b) *Maximum prices of brands that were not sold or offered during March 1942, and that are now sold by processors who sold or offered any margarine during March 1942.* The maximum price of a brand of margarine that was not sold or offered for sale by the processor during March 1942, and that is now sold by a processor who sold or offered for sale any margarine during March 1942, shall be the highest price charged by the processor during March 1942 for the most nearly equivalent margarine sold or offered by such processor during March 1942.

(c) *Maximum prices of brands that were not sold during March 1942 and that are now sold by processors who did not sell or offer any margarine during March 1942.* The maximum price of a brand of margarine that was not sold or offered for sale during March 1942, and that is now sold by a processor who did not sell or offer any margarine during March 1942, shall be determined under the provisions of Order No. 375 under § 1499.3 (b) of the General Maximum Price Regulation, excepting that in no case may a maximum price so determined be above the general level of prices prevailing for similar margarine in the same general area as that in which it is proposed to distribute the margarine.

(d) *Application for adjustment in certain cases of increased costs resulting from changes in method of manufacture or distribution.* (1) Where a processor, since March 1942, has changed and substantially improved the method of manufacture or distribution of any brand of margarine, or where a processor makes a new brand of margarine that is manufactured or distributed by a different and substantially better method than that under which the most nearly equivalent brand made by him during March 1942 was manufactured or distributed, such processor may apply to the Office of Price Administration, Washington, D. C., for an adjustment in his maximum price.

(2) In any such application the processor shall specify the exact changes and improvements in method of manufacture or distribution claimed to have been made since March 1942, the old and new method of manufacture or distribution, the exact cost (as of the date of the application) of making and distributing the margarine under the method of manufacture and distribution that was used in March 1942, and the exact cost of making and distributing the margarine under the method of manufacture and distribution used at the time of the application.

(3) Any adjustment granted under this section 19.1 (d) will in no case exceed the increase in the total direct cost of manufacture and distribution that is due to the change in method of manufacture or distribution, and will in no case be to a price above the general level of prices prevailing for similar products in the same general area as that in which the product is distributed.

(e) *Application for adjustment in certain cases of hardship.* A processor may apply to the Office of Price Administration, Washington, D. C., for an adjustment in his maximum price of margarine where

(1) His maximum price is below the general price level prevailing for similar products, and

(2) He is or will be unable to maintain his production at his maximum price or prices, and

(3) The loss of his production would result in consumers having to pay higher prices for the most nearly similar substitute product available, and

(4) An increase in his maximum price or prices will enable him to continue production, and

(5) The Administrator is of the opinion that an increase in his maximum price or prices would, under all the circumstances, be in furtherance of the purposes of the Emergency Price Control Act, as amended.

The maximum price increase that may be granted to a processor or manufacturer under the provisions of this section 19.1 (e) shall not cause his price to exceed the general price level prevailing for similar products. Subject to this limitation, an increase may be granted not to exceed the total cost of the product, or if the applicant's earnings from all operations before income and excess profits taxes are low in comparison with those of a "representative peace-time period", adjusted for subsequent changes in investment, and if in view of such over-all earnings a small margin of profit is reasonably necessary to permit production, an increase may be allowed estimated to yield such a profit margin.

A "representative peace-time period" means the period of the years 1936 to 1939, inclusive. When 1936 to 1939 does not represent a reasonably normal prewar (December 7, 1941) period, some other period may be used but its use must be positively justified in the application.

SEC. 19.2 *Maximum prices for brands for which maximum prices have been fixed by previous orders of the OPA.* This amendment shall not affect the maximum prices for brands for which dollar-and-cents ceiling prices have been fixed by orders of the Office of Price Administration previously issued; such orders shall continue in full force and effect.

SEC. 19.3 *These maximum prices are for processors or manufacturers only.* The maximum prices established by this amendment are maximum prices for processors or manufacturers only. They are not the maximum prices for wholesalers, distributors, retailers or other sellers.

SEC. 19.4 *Definitions.* When used in this Article XIX:

(a) "Processor" means (1) the manufacturer or processor, (2) any predecessor in title of, or any corporation or person that conveyed its assets, business, stock-in-trade, good will or trademarks to, the manufacturer or processor, or (3) any corporation, a majority of whose voting stock is owned or controlled by the manufacturer or processor or which owns or controls a majority of the voting stock of the manufacturer or processor.

This amendment shall become effective August 22, 1944.

Issued this 11th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–10173; Filed, July 11, 1944; 11:54 a. m.]

* Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 4200.

PART 1351—FOOD AND FOOD PRODUCTS

[RMPR 271,[1] Amdt. 18]

POTATOES AND ONIONS

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.*

Table V in section 24 is amended in the following respects:

1. In the parenthetical statement immediately following the heading, the sentence commencing with the word "However" is amended to read as follows: "However, for the months of June and July 1944, and with respect to all states other than California and Arizona, potatoes of a minimum diameter of 1½ inches and otherwise meeting the requirements of U. S. No. 1 grade, 85 per cent U. S. No. 1 grade or U. S. Commercial grade, as the case may be, may be sold at the ceiling price established for the respective grade without discount by reason of size, and the provision of section 25 with respect to U. S. Size B shall not be applicable."

2. The following is added to the table:

[1] 8 F.R. 15587, 15663; 9 F.R. 2298, 3589, 4027, 4647, 5379, 6151.

Section 9.1 (e) is added to read as follows:

(e) *Container differentials for coconut oil.* The maximum price of imported coconut oil when sold in the following described containers shall be the prices set forth for such oil in bulk plus the differentials set forth below:

Quantity sold (returnable drums):	*Differential to be added to bulk price (cents per pound)*
Carlots	0.5
Carlots in more than one delivery of 10 drums each	0.7
5 to 9 drums, one delivery	1.1
1 to 4 drums, one delivery	1.5

If the oil is shipped in non-returnable drums, .5 cents per pound may be added to the above prices.

This amendment shall become effective July 17, 1944.

Issued this 11th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–10174; Filed, July 11, 1944; 11:52 a. m.]

State	Producing area	1944 Oct.	1944 Nov.	1944 Dec.	1945 Jan.	1945 Feb.	1945 Mar.	1945 Apr.	1945 May	1945 June and after
North Atlantic:										
Maine	All	$2.15	$2.25	$2.35	$2.40	$2.45	$2.55	$2.65	$2.75	$2.75
New Hampshire	All	2.60	2.70	2.80	2.85	2.90	3.00	3.10	3.20	3.20
Vermont	All	2.60	2.70	2.80	2.85	2.90	3.00	3.10	3.20	3.20
Massachusetts	All	2.60	2.70	2.80	2.85	2.90	3.00	3.10	3.20	3.20
Rhode Island	All	2.60	2.70	2.80	2.85	2.90	3.00	3.10	3.20	3.20
Connecticut	All	2.60	2.70	2.80	2.85	2.90	3.00	3.10	3.20	3.20
New York	Long Island	2.50	2.60	2.70	2.75	2.80	2.90	3.00	3.10	3.10
	Rest of State	2.40	2.50	2.60	2.65	2.70	2.80	2.90	3.00	3.00
New Jersey	All	2.45	2.55	2.65	2.75	2.85	2.95	3.05	3.05	3.05
Pennsylvania	All	2.45	2.55	2.65	2.70	2.75	2.85	2.95	3.00	3.05
East North Central:										
Ohio	All	2.45	2.55	2.65	2.70	2.75	2.85	2.95	3.00	3.05
Indiana	All	2.45	2.55	2.65	2.70	2.75	2.85	2.95	3.00	3.05
Illinois	All	2.45	2.55	2.65	2.70	2.75	2.85	2.95	3.00	3.05
Michigan	All	2.45	2.55	2.65	2.70	2.75	2.85	2.95	3.00	3.05
Wisconsin	All	2.35	2.45	2.55	2.60	2.65	2.75	2.85	2.90	2.95
West North Central:										
Minnesota	Traverse, Grant, Douglas, Todd, Morrison, Mille Lacs, Kanabec, Pine and all counties north thereof	2.05	2.15	2.25	2.30	2.35	2.45	2.55	2.65	2.65
	Rest of State	2.30	2.30	2.40	2.40	2.45	2.50	2.60	2.70	2.80
Iowa	Winnebago, Worth, Mitchell, Howard, Winneshiek, Allamakee, Clayton, Fayette, Chickasaw, Winneshiek and Allamakee Counties.	2.30	2.30	2.40	2.40	2.45	2.50	2.60	2.70	2.80
	Rest of State	2.40	2.50	2.60	2.60	2.65	2.70	2.80	2.90	2.90
Missouri	All	2.25	2.35	2.45	2.50	2.55	2.65	2.75	2.85	2.85
North Dakota	Bowman, Golden Valley, Billings, Slope, McKenzie, Williams, and Divide Counties.	2.25	2.35	2.45	2.50	2.55	2.65	2.75	2.85	2.85
	Rest of State	2.10	2.15	2.25	2.25	2.30	2.35	2.45	2.55	2.65
South Dakota	All	2.15	2.25	2.35	2.40	2.45	2.55	2.65	2.75	2.75
Nebraska	All	2.15	2.25	2.35	2.40	2.45	2.55	2.65	2.75	2.75
Kansas	All	2.10	2.20	2.30	2.35	2.40	2.50	2.60	2.70	2.70
West South Central:										
Montana	All	2.15	2.25	2.35	2.40	2.45	2.55	2.65	2.75	2.75
Idaho	Idaho, Lewis, Nez Perce, Clearwater, Latah, Benewah, Shoshone, Kootenai, Bonner and Boundary Counties	2.15	2.25	2.35	2.40	2.45	2.55	2.65	2.75	2.75
	Rest of State	2.15	2.25	2.35	2.40	2.45	2.55	2.65	2.75	2.75
Wyoming	All	2.25	2.35	2.45	2.50	2.55	2.65	2.75	2.85	2.85
Colorado	Saguache, Mineral, Archuleta, Rio Grande, Conejos, Alamosa, Costilla, Huerfano, Las Animas, Baca, Prowers, Bent, Kiowa, Otero, Crowley, Pueblo, Gunnison, Pitkin, Eagle, Routt, and all counties west thereof.	2.10	2.20	2.30	2.35	2.40	2.50	2.60	2.70	2.70
	Greeley District and rest of State	2.15	2.25	2.35	2.40	2.45	2.55	2.65	2.75	2.75
New Mexico	All	2.15	2.25	2.35	2.40	2.45	2.55	2.65	2.75	2.75
Arizona	All	2.50	2.60	2.70	2.75	2.80	2.90	3.00	3.10	3.10
Utah	All	2.45	2.55	2.65	2.70	2.75	2.85	2.95	3.00	3.05
Nevada	All	2.45	2.55	2.65	2.70	2.75	2.85	2.95	3.00	3.05
Washington	All	2.30	2.40	2.50	2.55	2.60	2.70	2.80	2.90	2.95
Oregon	Malheur County	2.30	2.40	2.50	2.55	2.60	2.70	2.80	2.90	2.95
	Curry, Jackson, Josephine, Klamath, Lake, Harney, Crook, Deschutes Counties.	2.25	2.35	2.45	2.50	2.55	2.65	2.75	2.85	2.85
California	Rest of State	2.25	2.35	2.45	2.50	2.55	2.65	2.75	2.85	2.85
	Modoc and Siskiyou Counties	2.30	2.40	2.50	2.55	2.60	2.70	2.80	2.90	3.00
	Rest of State	2.45	2.55	2.65	2.70	2.75	2.85	2.95	3.05	3.15
All other States	All	2.45	2.55	2.65	2.70	2.75	2.85	2.95	3.05	3.00

State	Producing area	1944 July 15–31	1944 Aug.	1944 Sept.
North Atlantic:				
Maine	All	$2.60	$2.40	$2.25
New Hampshire	All	2.95	2.85	2.60
Vermont	All	2.95	2.85	2.60
Massachusetts	All	2.95	2.85	2.60
Rhode Island	All	2.85	2.75	2.60
Connecticut	All	2.85	2.75	2.60
New York	Long Island	2.85	2.75	2.60
	Rest of State	2.80	2.70	2.55
New Jersey	All	2.95	2.70	2.55
Pennsylvania	All	2.70	2.70	2.55
East North Central:				
Ohio	All	2.95	2.70	2.55
Indiana	All	2.70	2.70	2.55
Illinois	All	2.95	2.70	2.55
Michigan	All	2.85	2.60	2.45
Wisconsin	All	2.85	2.60	2.45
West North Central:				
Minnesota	Red River Valley	2.60	2.45	2.15
	Rest of State	2.95	2.80	2.30
	Hollandale Dist.	2.60	2.45	2.15
	Rest of State	2.95	2.80	2.45
Iowa	All	2.95	2.70	2.55
Missouri	All	2.60	2.50	2.30
North Dakota	All	2.60	2.45	2.15
South Dakota	All	2.60	2.45	2.15
Nebraska	All	2.60	2.45	2.15
Kansas	All	2.60	2.45	2.15
West South Central:				
Montana	Counties of Lincoln, Warren, St. Charles, St. Louis, Franklin, Madison, Jefferson, St. Francois, St. Genevieve, Perry, Madison, Bollinger, Cape Girardeau, Scott, Mississippi.	2.70	2.70	2.50
	Rest of State	2.50	2.45	2.30
Idaho	All	2.70	2.70	2.50
Wyoming	All	2.70	2.70	2.50
Colorado	All	2.70	2.70	2.50
New Mexico	All	2.70	2.70	2.50
Arizona	All	2.70	2.70	2.50
Utah	All	2.70	2.70	2.50
Nevada	All	2.70	2.70	2.50
South Atlantic:				
Delaware	All	2.70	2.70	2.50
Florida	All	2.70	2.70	2.50
Georgia	All	2.70	2.70	2.50
Maryland	All	2.70	2.70	2.50
North Carolina	All	2.70	2.70	2.50
South Carolina	All	2.70	2.70	2.50
Virginia	All	2.70	2.70	2.50
West Virginia	All	2.70	2.70	2.50
South Central:				
Kentucky	All	2.70	2.70	2.50
Tennessee	All	2.70	2.70	2.50
Alabama	All	2.70	2.70	2.50
Mississippi	All	2.70	2.70	2.50
Arkansas	All	2.70	2.70	2.50
Louisiana	All	2.70	2.70	2.50
Oklahoma	All	2.70	2.70	2.50
Texas	All	2.70	2.70	2.50
West	Madison, Gallatin, Beaverhood Counties	2.80	2.80	2.45
Montana	Rest of State	2.80	2.80	2.25
Idaho	All	2.80	2.80	2.25
Wyoming	All	2.80	2.80	2.25
Colorado	St. Luis Valley	2.80	2.80	2.25
	Greeley Dist.	2.60	2.60	2.25
	Western Slope	2.55	2.55	2.25
New Mexico	All	2.70	2.70	2.50
Arizona	All	2.75	2.75	2.50
Utah	All	2.80	2.80	2.53
Nevada	All	2.65	2.65	2.15
Washington	All	2.75	2.75	2.40
Oregon	Malheur County	2.60	2.60	2.35
	Curry, Jackson, Josephine, Klamath, Lake, Harvey Counties	2.80	2.80	2.45
California	Rest of State	2.70	2.70	2.35
	Modoc and Siskiyou Counties	2.55	2.55	2.45
	Counties of San Luis Obispo, Kern, San Bernardino and all South thereof	2.40	2.40	2.30
	Rest of State	2.80	2.75	2.60

This amendment shall become effective July 15, 1944.

Issued this 11th day of July 1944.

CHESTER BOWLES,
Administrator.

Approved: July 5, 1944.

GROVER B. HILL,
Acting War Food Administrator.

[F. R. Doc. 44-10175; Filed, July 11, 1944; 11:54 a. m.]

PART 1370—ELECTRIC APPLIANCES

[MPR 294, Amdt. 4]

USED HOUSEHOLD VACUUM CLEANERS AND ATTACHMENTS FOR USED HOUSEHOLD VACUUM CLEANERS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation No. 294 is amended in the following respects:

1. Section 1370.79 (a) (7) is amended to read as follows:

(7) "Used household vacuum cleaner" means any "as is" vacuum cleaner which has been in the physical possession of a user and which has been subjected to use for other than demonstration purposes; and also any "rebuilt" vacuum cleaner regardless of the type of use to which it was subjected.

2. Section 1370.85 (f) is amended by adding thereto the following maximum prices for the following models of vacuum cleaners:

Singer vacuum cleaners—rebuilt by the original manufacturer and sold through retail stores owned and operated by Singer Sewing Machine Company:	
R–5X Deluxe	$55.75
R–5X Standard	49.95
R–4X Deluxe	52.95
R–4X Standard	47.50
R–3X Deluxe	44.50
R–3X Standard	39.50
H–6X Hand Type	15.75
H–5X Hand Type	15.25
H–4X Hand Type	13.50

This amendment shall become effective July 17, 1944.

Issued this 11th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–10176; Filed, July 11, 1944; 11:55 a. m.]

PART 1394—RATIONING OF FUEL AND FUEL PRODUCTS

[RO 5C,[1] Amdt. 133]

MILEAGE RATIONING: GASOLINE REGULATIONS

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Ration Order 5C is amended in the following respects:

1. Section 1394.8016 is amended by deleting the second and third sentences.

2. Section 1394.8102 (b) (2) is amended by deleting the word "certified" which precedes the word "check" in the third sentence.

3. Section 1394.8102 (c) (4) is amended by deleting the sixth and seventh sentences.

4. Section 1394.8102 (g) is amended by deleting the fourth sentence.

5. Section 1394.8104 (e) is amended by deleting the word "certified" which precedes the words "ration check" in the second sentence.

6. Section 1394.8104 (f) is amended by deleting the word "certified" which precedes the words "ration check" in the second sentence.

7. Section 1394.8210 (b) is amended by deleting the word "certified" which precedes the word "check" in the first sentence.

This amendment shall become effective July 15, 1944.

(Pub. Law 671, 76th Cong.; as amended by Pub. Laws 89, 421, and 507, 77th Cong.; WPB Dir. No. 1, Supp. Dir. No. 1Q, 7 F.R. 562, 9121; E.O. 9125, 7 F.R. 2719)

Issued this 11th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–10186; Filed, July 11, 1944; 11:56 a. m.]

PART 1394—RATIONING OF FUEL AND FUEL PRODUCTS

[Rev. RO 11,[1] Amdt. 16]

FUEL OIL

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Revised Ration Order 11 is amended in the following respects:

1. Section 1394.5659 (b) (1) and (2) is amended by deleting the word "certified" wherever it appears, and by deleting the phrase "for cancellation" wherever it appears.

2. Section 1394.5742 (a) is amended by deleting the word "certified."

This amendment shall become effective on July 15, 1944.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong., Pub. Law 421, 77th Cong.; WPB Dir. 1, 7 F.R. 562, Supp. Dir. 1–O, as amended, 8 F.R. 14199; E.O. 9125, 7 F.R. 2719)

Issued this 11th day of July 1944.

CHESTER BOWLES,

[F. R. Doc. 44–10190; Filed, July 11, 1944; 11:56 a. m.]

PART 1404—RATIONING OF FOOTWEAR

[RO 17,[2] Amdt. 66]

SHOES

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Ration Order 17 is amended in the following respects:

1. Section 2.10 is amended by deleting the word "certified" in the sixth sentence.

2. Section 3.4 (c) is amended by deleting the word "certified" in the second sentence.

3. Section 3.7 (a) is amended by deleting the word "certified" in the second sentence.

This amendment shall become effective July 15, 1944.

(Pub. Law 671, 76th Cong. as amended by Pub. Laws 89, 421 and 507, 77th Cong.; WPB Dir. 1, 7 F.R. 562; Supp. Dir. 1–T, 8 F.R. 1727, 8 F.R. 7440; E.O. 9125, 7 F.R. 2719)

Issued this 11th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–10189; Filed, July 11, 1944; 11:56 a. m.]

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 3,[3] Amdt. 30]

SUGAR

A rationale accompanying this amendment, issued simultaneously herewith has been filed with the Division of the Federal Register.*

Revised Ration Order 3 is amended in the following respects:

1. Section 1407.120 (d) is amended by inserting in the second sentence between the words "Price Administration a" and "check equal" the word "certified".

2. Section 1407.144b (b) is amended by deleting the word "certified" in the second sentence thereof.

This amendment shall become effective July 15, 1944.

(Pub. Law 421, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Dir. No. 1 and Supp. Dir. No. 1E, 7 F.R. 562, 2965; War Food Order No. 56, 8 F.R. 2005; War Food Order No. 64, 8 F.R. 7093)

Issued this 11th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–10177; Filed, July 11, 1944; 11:54 a. m.]

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* Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 15937.

[1] 9 F.R. 2357.

[2] 8 F.R. 15839, 16605, 16996; 9 F.R. 92, 578, 764.

[2] 9 F.R. 1433, 1534, 2233.

[3] 9 F.R. 3, 104, 574, 695, 765, 848, 1397, 1727, 1817, 1908, 2233, 2234, 2240, 2440, 2567, 2791.

has been filed with the Division of the Federa. Register.*

Sections 5.8 (e) and 11.2 (b) are amended by deleting the word "certified" wherever it appears in those sections.

This amendment shall become effective July 15, 1944.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Directive 1, 7 F.R. 562; War Food Order No. 56, 8 F.R. 2005, 9 F.R. 4320, and War Food Order No. 58, 8 F.R. 2251, 9 F.R. 4320)

Issued this 11th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-10188; Filed, July 11, 1944; 11:55 a. m.]

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 16,[1] Amdt. 13]

MEAT, FATS, FISH AND CHEESES

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Sections 5.6 (e), 6.6 (e) and 12.2 (b) are amended by deleting the word "certified" wherever it appears in those sections.

This amendment shall become effective July 15, 1944.

(Pub. Law. 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Directive 1, 7 F.R. 562; and Supp. Dir. 1-M, 7 F.R. 8234; War Food Order No. 56, 8 F.R. 2005, 9 F.R. 4320; War Food Order No. 58, 8 F.R. 2251, 9 F.R. 4320; War Food Order No. 59, 8 F.R. 3471, 9 F.R. 4320; War Food Order No. 61, 8 F.R. 3471, 9 F.R. 4320)

Issued this 11th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-10187; Filed, July 11, 1944; 11:55 a. m.]

PART 1439—UNPROCESSED AGRICULTURAL COMMODITIES

[MPR 426,[2] Amdt. 40]

FRESH FRUITS AND VEGETABLES FOR TABLE USE, SALES EXCEPT AT RETAIL

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.*

In section 25, Appendix H is amended in the following respects:

1. In paragraph (b) Table 14 is added to read as follows:

TABLE 14—MAXIMUM PRICES FOR SWEET POTATOES, 1944 CROP

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Commodity and unit[1]	Zone[2]	Season	Maximum prices f. o. b. shipping point	Maximum prices for sales delivered to any wholesale receiving point in any quantity	Maximum prices for sales by certain persons in less-than-carlots or less-than-truckslots delivered to the premises of any retail stores, Government procurement agency or institutional buyer
1	Sweet potatoes in a bushel containing not less than 50 lbs. if green, and 45 lbs. if cured.	I	July 15-Aug. 31	$3.05	The price in column 5 for shipping points in Zone I in effect at the time the goods are sold at the wholesale receiving point, plus freight from basing point (Sunset, La.) to the wholesale receiving point, without allowance for protective services.	Price in column 6 plus 55¢.
2		II		3.15		
3		III		3.25		
4		IV		3.45		
5		I	Sept. 1-15	2.50		
6		II		2.60		
7		III		2.70		
8		IV		2.90		
9		I	Sept. 16-Oct. 31	1.90		
10		II		2.00		
11		III		2.10		
12		IV		2.30		
13		I	Nov. 1-15	2.20		
14		II		2.30		
15		III		2.40		
16		IV		2.60		
17		I	Nov. 16-Jan. 31	2.60		
18		II		2.70		
19		III		2.80		
20		IV		3.00		
21		I	Feb	2.70		
22		II		2.80		
23		III		2.90		
24		IV		3.10		
25		I	March	2.90		
26		II		3.00		
27		III		3.10		
28		IV		3.30		
29		I	April	3.00		
30		II		3.10		
31		III		3.20		
32		IV		3.40		
33		I	May-June	3.15		
34		II		3.25		
35		III		3.35		
36		IV		3.55		

[1] For sweet potatoes sold in containers other than those specified in Column 2, or in bulk, the maximum price per pound is the appropriate price in Column 5 or Column 6 for cured or green sweet potatoes, as the case may be, and for the appropriate zone and season, divided by 50 in the case of green sweet potatoes or 45 in the case of cured sweet potatoes. For such sales the markup under Column 7, above, is 1¢ per pound.

[2] Zone I consists of the states of Louisiana and Texas; Zone II consists of the states of Alabama, Arkansas, Florida, Georgia, Mississippi, Oklahoma, and South Carolina and Tennessee.

Zone III consists of the states of Delaware, Kansas, Kentucky, Illinois, Indiana, Iowa, Maryland, Missouri, New Jersey, New Mexico, North Carolina, and Virginia. Zone IV consists of the state of California.

[3] The prices named in columns 6 and 7 are maximum prices for each lot or shipment received and sold by the particular seller. For the sellers covered by column 7 see general provisions of this appendix.

2. The table in paragraph (c) is amended by adding items 27 and 28 to read as follows:

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9	Col. 10
			Sales by a grower or country shipper					Sales by a service wholesaler delivered to the premises of any retail store, Government procurement agency or institutional buyer, within the free delivery zone	
Item No.	Commodity	Unit	Through a broker, shipper's sales agent or commission merchant in carlots or truckslots or through broker, shipper's sales agent or auction in less-than-carlot or less-than-truckslot	Through a commission merchant in less-than-carlots or less-than-truckslots	Sales by anyone other than a grower or country shipper who has purchased a carlot or truckslot and sells such a carlot or truckslot unbroken	Sales by carlot receivers in less-than-carlots or less-than-truckslots (For sales by carlot receivers through auction the mark-ups named in Col. 4 shall be applied)	Sales by secondary jobbers in any quantity delivered to the premises of the purchaser	Half container or larger	Less than half container
•	•	•	•	•	•	•	•	•	•
27	Sweetpotatoes	Bu	8¢	30¢	8¢	30¢	55¢	55¢	1¼¢.
28		Lb	1/10¢	6/10¢	1/10¢	6/10¢	1¢	1¢	

* Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 6731, 7060, 7081, 7082, 7167, 7203, 7258, 7262.

[2] 8 F.R. 16409, 16294, 16519, 16423, 17372; 9 F.R. 790, 902, 1581, 2008, 2091, 2493, 4030, 4086, 4434, 4787, 4877.

This amendment shall become effective July 15, 1944, for sales f. o. b. country shipping point, and July 25, 1944 for all other sales.

Issued this 11th day of July 1944.

CHESTER BOWLES,
Administrator.

Approved: July 5, 1944.

GROVER B. HILL,
Acting War Food Administrator.

[F. R. Doc. 44-10178; Filed, July 11, 1944; 11:52 a. m.]

PART 1499—COMMODITIES AND SERVICES

[SR 15[1] to GMPR,[2] Amdt. 28]

OLEOMARGARINE

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

Section 1499.75 (a) (15) is deleted.

This amendment shall become effective August 22, 1944.

Issued this 11th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-10179; Filed, July 11, 1944; 11:53 a. m.]

TITLE 36—PARKS AND FORESTS

Chapter II—Forest Service

PART 261—TRESPASS

REMOVAL OF TRESPASSING HORSES IN SITGREAVES NATIONAL FOREST

Whereas a number of horses are trespassing and grazing on land in portions of the Heber Ranger District in the Sitgreaves National Forest, State of Arizona; and

Whereas these horses are consuming forage needed for permitted livestock, are causing extra expense to established permittees, and are injuring national-forest lands;

Now, therefore, by virtue of the authority vested in the Secretary of Agriculture by the Act of June 4, 1897 (30 Stat. 35, 16 U.S.C. 551), and the Act of February 1, 1905 (33 Stat. 628, 16 U.S.C. 472), the following order is issued for the occupancy, use, protection, and administration of the Long Tom, Wagon Draw, Rock Tank, Delodo, and Wild Cat Allotments of the Heber Ranger District in the Sitgreaves National Forest. This area is bounded on the north by the fence boundary of the Sitgreaves Forest, on the east by a fence between cattle and sheep allotments, on the south by Mogollon Rim, an impassable barrier, and on the west by Chevalon Canyon, Coconino and Navajo Counties, Arizona:

§ 261.50 *Temporary closure from livestock grazing.* (a) The Long Tom, Wagon Draw, Rock Tank, Delodo, and Wild Cat Allotments of the Heber Ranger District, in the Sitgreaves National Forest, are hereby closed for the period July 1, 1944, to September 30, 1944, to the grazing of horses, excepting those that are lawfully grazing on or crossing land in such areas pursuant to the regulations of the Secretary of Agriculture, or that are used in connection with operations authorized by such regulations.

(b) Officers of the United States Forest Service are hereby authorized to dispose of, in the most humane manner, all horses found trespassing or grazing in violation of this order.

(c) Public notice of intention to dispose of such horses shall be given by posting notices in public places or advertising in a newspaper of general circulation in the locality in which the Sitgreaves National Forest is located.

Done at Washington, D. C., this 10th day of July 1944.

Witness my hand and the seal of the Department of Agriculture.

[SEAL] GROVER B. HILL,
Acting Secretary of Agriculture.

[F. R. Doc. 44-10163; Filed, July 11, 1944; 11:21 a. m.]

TITLE 41—PUBLIC CONTRACTS

Chapter I—Procurement Division, Department of the Treasury

PART 11—STANDARD CONTRACT PROCEDURE

CONTRACTS FOR TELEPHONE SERVICE

Section 11.4 (f) (8 F.R. 6381) of the regulations under this part is hereby amended to read as follows:

§ 11.4 *Forms to be used.* • • •

(f) *Contracts for telephone service.* (1) U. S. Standard Form No. 40 (Revised), approved by the Secretary of the Treasury September 10, 1937—for contracts for telephone service within the United States, except in the District of Columbia, and except for contracts entered into by the Army, Navy, and Coast Guard, and contracts covering the requirements of two or more agencies entered into by the Procurement Division, Department of the Treasury.

[SEAL] CLIFTON E. MACK,
Director of Procurement.

Approved: July 7, 1944.

HERBERT E. GASTON,
Acting Secretary of the Treasury.

[F. R. Doc. 44-10164; Filed, July 11, 1944; 11:28 a. m.]

Notices

DEPARTMENT OF AGRICULTURE.

Bureau of Entomology and Plant Quarantine.

RESTRICTIONS GOVERNING IMPORTATIONS OF COTTONSEED AND COTTONSEED HULLS

NOTICE OF PUBLIC HEARING

JULY 10, 1944.

On May 28, 1913, the Secretary of Agriculture promulgated a quarantine (B. E. P. Q.—Q. 8; 7 CFR 319.8), forbidding the importation into the United States of cottonseed of all species and varieties and cottonseed hulls from any foreign locality and country, excepting only the locality in the Imperial Valley in the Territory of Baja California, Mexico, to guard against the entry of the pink bollworm of cotton (Pectinophora gossypiella Saunders).

The Secretary now has information that the pink boll worm exists in portions of Texas, New Mexico, and Arizona, as well as in the adjacent cotton fields in Mexico. In view of the fact that infestation by the pink bollworm occurs on both sides of the international boundary, the Department has been requested to modify the existing prohibition in order that supplies of cottonseed in Mexico may be promptly crushed. The Secretary has been informed that delays in processing cottonseed in Mexico present a greater hazard from the pest-risk standpoint than would be the case if the seed were permitted entry into the United States for immediate crushing, provided milling facilities were avialable within the area where infestation occurs.

During recent shortages of feedstuffs, there has also been a demand for permission to import cottonseed hulls from Mexico for stock feed, and it is proposed that consideration will also be given at this hearing to liberalizing the existing prohibition against the importation of cottonseed hulls, so as to permit their entry when produced from sterilized cottonseed under conditions satisfactory to the Chief of the Bureau of Entomology and Plant Quarantine.

It appears necessary, therefore, to consider the advisability of revising the present quarantine so as to authorize the entry of cottonseed and cottonseed hulls from Mexican States along the international boundary, in addition to the Territory of Baja California.

Notice is therefore hereby given that, in accordance with the Plant Quarantine Act of August 20, 1912 (37 Stat. 315; 7 U. S. C. 151), as amended, a public hearing will be held before the Bureau of Entomology and Plant Quarantine in Room 523 Federal Building, San Antonio, Tex., July 19, 1944, at 10 a. m., in order that any person interested in the

* Copies may be obtained from the Office of Price Administration.

[1] 7 F.R. 8959, 9819, 10584, 11006; 8 F.R. 1201, 6443, 8614, 9026, 11873, 13255, 13395, 13724, 15197, 16298, 16796, 17228; 9 F.R. 755, 908, 1581, 1948.

[2] 9 F.R. 1385.

hearing may appear and be heard, either in person or by attorney.

[SEAL] GROVER B. HILL,
Acting Secretary of Agriculture.

[F. R. Doc. 44-10154; Filed, July 11, 1944; 11:21 a. m.]

DEPARTMENT OF LABOR.

Wage and Hour Division.

DESIGNATED INDUSTRIES IN PUERTO RICO

NOTICE OF HEARINGS ON MINIMUM WAGE RECOMMENDATIONS

Notice of hearings on the minimum wage recommendations of Special Industry Committee No. 3 for Puerto Rico for the leaf tobacco, leather goods, handicraft art novelty, needlework, full-fashioned hosiery, hairnet, sugar manufacturing, rum and industrial alcohol, shipping, banking, insurance and finance, cement, manufactured coconut, newspaper, publishing and graphic arts, paper box manufacturing, and cigar and cigarette industries in Puerto Rico.

Whereas, the Administrator of the Wage and Hour Division of the United States Department of Labor, acting pursuant to section 5 (c) of the Fair Labor Standards Act of 1938, on February 11, 1944, by Administrative Order No. 227, appointed Special Industry Committee No. 3 for Puerto Rico composed of residents of Puerto Rico and residents of the United States outside of Puerto Rico and including an equal number of representatives of the public, employers in the leaf tobacco, leather goods, handicraft art novelty, needlework, full-fashioned hosiery, hairnet, sugar manufacturing, rum and industrial alcohol, shipping, banking, insurance and finance, cement, manufactured coconut, newspaper, publishing and graphic arts, paper box manufacturing and cigar and cigarette industries in Puerto Rico, and employees in such industries in Puerto Rico; and

Whereas, Special Industry Committee No. 3 for Puerto Rico has made separate minimum wage recommendations and has duly filed with the Administrator reports containing such recommendations pursuant to section 8 (d) of the act and § 511.19 of the regulations issued under the act, for each of the following industries:

Leaf tobacco.
Leather goods.
Handicraft art novelty.
Needlework.
Full-fashioned hosiery.
Hairnet.
Sugar manufacturing.
Rum and industrial alcohol.
Shipping.
Banking, insurance and finance.
Cement.
Manufactured coconut.
Newspaper, publishing and graphic arts.
Paper box manufacturing.
Cigar and cigarette.

and

Whereas, the Administrator is required by section 8 (d) of the act, after due notice to interested persons and giving them an opportunity to be heard, to approve and carry into effect by order each of the recommendations of Special Industry Committee No. 3 for Puerto Rico if he finds that the recommendations are made in accordance with law, are supported by the evidence adduced at the hearing, and, taking into consideration the same factors as are required to be considered by the Industry Committee, will carry out the purposes of section 8 of the act; and, if he finds otherwise, to disapprove such recommendations;

Now, therefore, notice is hereby given that:

A. The separate minimum wage recommendations of Special Industry Committee No. 3 for employees engaged in commerce or in the production of goods for commerce in the enumerated industries in Puerto Rico are as follows:

Industry	Recommended minimum (cents per hour)
1. Leaf tobacco industry	27
2. Leather goods industry:	
(a) Hand-sewing operations	15
(b) Operations other than hand-sewing	24
3. Handicraft art novelty industry	15
4. Needlework industries:	
(1) Handkerchief and household art linens division:	
(a) Hand-sewing operations, including, but not by way of limitation, hand drawing, hand rolling, and embroidering and embellishing by hand	15
(b) Other operations, including, but not by way of limitation, cutting, machine operating, stamping, sorting, ribboning, washing, finishing, pressing, examining and packing	24
(2) Cotton underwear and infants' underwear division:	
(a) Hand-sewing operations, including, but not by way of limitation, hand drawing, hand rolling, and embroidering and embellishing by hand	15
(b) Other operations, including, but not by way of limitation, cutting, stamping, machine operating, sorting, washing, finishing, pressing, examining, and packing	24
(3) Infants' wear division:	
(a) Hand-sewing operations, including, but not by way of limitation, hand drawing, hand rolling, and embroidering and embellishing by hand	15
(b) Other operations, including, but not by way of limitation, cutting, machine operating, stamping, sorting, pinning, washing, finishing, pressing, examining, and packing	24
(4) Needlepoint and hand-hooked rug division:	
(a) Hand-sewing operations, including, but not by way of limitation, embroidering and embellishing by hand	15
(b) Other operations, including, but not by way of limitation, cutting, stamping, sorting, finishing, and packing	24
(5) Woven and knitted fabric glove division:	
(a) Hand-sewing operations, including, but not by way of limitation, hand drawing, hand rolling, and embroidering and embellishing by hand	18
(b) Other operations, including, but not by way of limitation, cutting, machine operating, stamping, sorting, washing, finishing, pressing, examining, and packing	24
4. Needlework industries—Continued.	
(6) Leather glove division:	
(a) Hand-sewing operations, including, but not by way of limitation, hand drawing, hand rolling, and embroidering and embellishing by hand	22
(b) Other operations, including, but not by way of limitation, cutting, machine operating, stamping, sorting, washing, finishing, pressing, examining, and packing	24
(7) Silk and rayon underwear division:	
(a) Hand-sewing operations, including, but not by way of limitation, hand drawing, hand rolling, and embroidering and embellishing by hand	18
(b) Other operations, including, but not by way of limitation, cutting, machine operating, stamping, sorting, cleaning, finishing, pressing, examining, and packing	27
(8) Wearing apparel division: Whether employed on hand sewing or other operations	24
(9) Miscellaneous handwork division:	
(a) Hand-sewing operations	15
(b) Other operations, including, but not by way of limitation, cutting, machine operating, stamping, sorting, pinning, washing, finishing, pressing, examining and packing	24
5. Full-fashioned hosiery industry	30
6. Hairnet industry	27½
7. Sugar manufacturing industry	35
8. Rum and industrial alcohol industry	40
9. Shipping industry	40
10. Banking, insurance and finance industries	40
11. Cement industry	40
12. Manufactured coconut industry	28
13. Newspaper, publishing and graphic arts industry	40
14. Paper box manufacturing industry	40
15. Cigar and cigarette industry	30

B. The definitions of the industries in Puerto Rico for which Special Industry Committee No. 3 for Puerto Rico has made the foregoing separate minimum wage recommendations are as follows:

1. *Leaf tobacco industry.* The processing of leaf tobacco including, but not by way of limitation, the grading, fermenting, stemming, packing, storing, drying and handling of tobacco prior to use in the manufacture of cigars or other finished tobacco products.

2. *Leather goods industry.* The manufacture of leather and fabric-covered baseballs, wallets, and leather novelties.

3. *Handicraft art novelty industry.* The manufacture of handicraft art novelties; provided that the production of any article included in any division of the Needlework Industries in Puerto Rico shall not be covered by this definition.

4. *Needlework industries* — (a) *Handkerchief and household art linens division.* The term handkerchief and household art linens division shall mean the manufacture of handkerchiefs, plain or ornamented, and the manufacture of household art linens including, but not by way of limitation, table cloths, napkins, bridge sets, luncheon cloths, table covers, sheets, pillow cases, and towels.

(b) *Cotton underwear and infants' underwear division.* The term cotton underwear and infants' underwear division shall mean the manufacture from cotton of women's, misses' and children's underwear and nightwear, including but not by way of limitation, slips, nightgowns, negligees, panties, step-ins, pajamas, and similar articles, and the manufacture from silk, cotton, rayon or other synthetic fiber of underwear and nightwear for infants under three years of age.

(c) *Infants' wear division.* The term infants' wear division shall mean the manufacture of dresses, rompers, creepers, sportswear and play apparel for infants under three years of age.

(d) *Needlepoint and hand-hooked rug division.* The term needlepoint and hand-hooked rug division shall mean the manufacture of needlepoint on canvas or other material and the manufacture of hand-hooked rugs.

(e) *Woven and knitted fabric glove division.* The term woven and knitted fabric glove division shall mean the manufacture of all gloves or mittens from woven or knitted fabrics.

(f) *Leather glove division.* The term leather glove division shall mean the manufacture of all gloves and mittens from leather or from leather in combination with woven or knitted fabrics.

(g) *Silk and rayon underwear division.* The term silk and rayon underwear division shall include:

(1) The manufacture from silk of women's, misses', and children's underwear and nightwear including, but not by way of limitation, slips, nightgowns, negligees, panties, step-ins, pajamas, and similar articles.

(2) The manufacture from rayon or other synthetic fiber of women's, misses', and children's underwear and nightwear including, but not by way of limitation, slips, nightgowns, negligees, panties, step-ins, pajamas, and similar articles.

(h) *Wearing apparel division.* The term wearing apparel division shall include the manufacture of all apparel, apparel furnishings and accessories made by the cutting, sewing, or embroidering processes and not elsewhere specified, but not including hosiery, handbags, men's fur-felt, wool-felt, straw and silk hats and bodies, ladies' and children's millinery, furs, or boots and shoes.

(i) *Miscellaneous handwork division.* The term Miscellaneous Handwork Division shall mean all hand-made needlework products made from textile fiber not included in other divisions of the Needlework Industries including, but not by way of limitation, sewing, crocheting, knitting, embroidering, appliqueing, quilting and tufting.

5. *Full-fashioned hosiery industry.* The manufacture of full-fashioned hosiery, but not including dyeing, clocking, and other phases of hosiery finishing.

6. *Hairnet industry.* The manufacture of hairnets from any material, except human hair.

7. *Sugar manufacturing industry.* The production of raw sugar, cane juice, molasses and refined sugar, and incidental by-products; *Provided*, That, the Industry shall not include transportation by common carriers or any activity which is exempt under section 13(a) of the Fair Labor Standards Act of 1938.

8. *Rum and industrial alcohol industry.* The manufacture, including all productive operations, of rum and industrial alcohol such as ethyl alcohol, butyl alcohol and acetone; anti-freeze; and any related by-product.

9. *Shipping industry.* The transportation of passengers and cargo by water and all activities in connection therewith, including, but without limitation, the operations of common, contract or private carriers; stevedoring (including stevedoring by independent contractors); and storage and lighterage operations.

10. *Banking, insurance and finance industries.* The business, whether or not for profit, carried on by any banking, insurance or other financial institution or enterprise.

11. *Cement industry.* The manufacture of cement.

12. *Manufactured coconut industry.* The manufacture of desiccated or prepared coconut.

13. *Newspaper, publishing and graphic arts industry.* The printing and publishing of newspapers and other publications and all products or services of typesetters and advertising typographers, electrotypers and stereotypers, photo-engravers, steel and copper plate engravers, commercial printers, lithographers, gravure printers, private printing plants of concerns engaged in other business, binderies, and news syndicates.

14. *Paper box manufacturing industry.* The manufacture of corrugated, folding, and set-up paper boxes.

15. *Cigar and cigarette industry.* The manufacture of cigarettes, cigars, cheroots and little cigars, including the stemming of cigar wrappers or binders by a cigar manufacturer.

C. The full texts of the reports and recommendations of Special Industry Committee No. 3 for Puerto Rico, together with any dissenting statements filed by members will be available for inspection by any person between the hours of 9:00 a. m. and 4:30 p. m. at the following offices of the United States Department of Labor, Wage and Hour Division:

Boston, Massachusetts, Old South Building, 294 West Washington Street.
Newark, New Jersey, Essex Building, 31 Clinton Street.
Philadelphia, Pennsylvania, 1216 Widener Building, Chestnut and Juniper Streets.
Richmond, Virginia, 215 Richmond Trust Building, 627 East Main Street.
Atlanta, Georgia, 5th Floor, Carl Witt Building, 249 Peachtree Street, N. E.
Jacksonville, Florida, 456 New Post Office Building.
Birmingham, Alabama, 1007 Comer Building, Second Ave. and 21st Street.
Jackson, Mississippi, 405 Deposit Guaranty Bank Bldg., 102 North Lamar Street.
Cleveland, Ohio, 4094 Main Post Office, West Third and Prospect Avenue.
New York, New York, Parcel Post Building, 341 Ninth Avenue.
Syracuse, New York, 304 State Tower Building.
Pittsburgh, Pennsylvania, Clark Building, Liberty Avenue & 7th Street.
Baltimore, Maryland, 408 Old Town Bank Bldg., Gay and Fallsway Streets.
Columbia, South Carolina, Federal Land Bank Bldg., Hampton and Marion Sts.
Raleigh, North Carolina, North Carolina Dept. of Labor, Salisbury and Edenton Sts.
New Orleans, Louisiana, 916 Richards Building, 837 Gravier Street.
Nashville, Tennessee, 509 Medical Arts Building.
Detroit, Michigan, 1200 Francis Palms Bldg., 2111 Woodward Avenue.
Chicago, Illinois, 1200 Merchandise Mart, 222 West North Bank Drive.
Minneapolis, Minnesota, 406 Pence Building, 730 Hennepin Avenue.
St. Louis, Missouri, 316 Old Customs House, 815 Olive Street.
Dallas, Texas, Rio Grande National Building, 1100 Main Street.
Los Angeles, California, 417 H. W. Hellman Building, Spring and Fourth Streets.
Portland, Oregon, 208 Old U. S. Court House.
Washington, District of Columbia, Department of Labor, First Floor.
Cincinnati, Ohio, 1312 Traction Building, Fifth and Walnut Streets.
Kansas City, Missouri, 911 Walnut Street.
Denver, Colorado, 300 Chamber of Commerce Bldg., 1726 Champa Street.
San Francisco, California, 500 Humboldt Bank Bldg., 785 Market Street.
Seattle, Washington, 305 Post Office Building, Third Avenue and Union St.
San Juan, Puerto Rico, El Banco Popular Building.
New York, New York, 165 West 46th Street.

Copies of the Committee's reports and recommendations, together with dissenting statements filed by members, may be obtained by any person upon request addressed to the Administrator of the Wage and Hour Division, United States Department of Labor, 165 West 46th Street, New York 19, New York or the Wage and Hour Division, United States Department of Labor, Post Office Box 112, San Juan, Puerto Rico.

D. Public hearings will be held on the dates set forth herein before the Administrator of the Wage and Hour Division, or a representative designated to preside in his place, at 10:00 a. m. in Room 1610, 165 West 46th Street, New York, New York, for the purpose of taking evidence on the question:

Whether the separate recommendations of Special Industry Committee No. 3 for Puerto Rico shall be approved or disapproved.

Date of hearing	Industries
August 9, 1944	Leaf tobacco, leather goods, handicraft art novelty.
August 10, 1944	Needlework, full-fashioned hosiery, hairnet.
September 12, 1944	Sugar manufacturing, rum and industrial alcohol.
September 13, 1944	Shipping, banking, insurance and finance, cement, manufactured coconut.
September 19, 1944	Newspaper, publishing and graphic arts, paper box manufacturing, cigar and cigarette.

E. Any interested person supporting or opposing any of the recommendations of Special Industry Committee No. 3 for Puerto Rico may appear at any of the aforesaid hearings to offer evidence, either on his own behalf of on behalf of any other person; provided that not later than seven days preceding any hearing at which he intends to appear, such persons shall file with the Administrator of the Wage and Hour Division, United States Department of Labor, 165 West 46th Street, New York 19, New York, or at the office of the Wage and Hour Division, United States Department of Labor, El Banco Popular Building, San Juan, Puerto Rico, notice of his intent to appear which shall contain the following information:

1. The name and address of the person appearing;

2. If such person is appearing in a representative capacity, the name and address of the person or persons whom he is representing;

3. The recommendation or recommendations of Special Industry Committee No. 3 for Puerto Rico in which he is interested and whether he proposes to appear for or against such recommendation or recommendations;

4. The approximate length of time requested for his presentation.

Such notice may be mailed to the Administrator, Wage and Hour Division, United States Department of Labor, 165 West 46th Street, New York 19, New York, or to the Wage and Hour Division, United States Department of Labor, Post Office Box 112, San Juan, Puerto Rico, and shall be deemed filed upon receipt.

F. Any person interested in supporting or opposing any of the recommendations

of Special Industry Committee No. 3 for Puerto Rico may secure further information concerning the aforesaid hearings by inquiry directed to the Administrator, Wage and Hour Division, United States Department of Labor, 165 West 46th Street, New York 19, New York, or to the Territorial Representative, Wage and Hour Division, United States Department of Labor, Post Office Box 112, San Juan, Puerto Rico, or by consulting with attorneys representing the Administrator who will be available at the Office of the Solicitor, United States Department of Labor, in Washington, D. C. and New York, New York.

G. The records made at the public hearings on conditions in the industries in Puerto Rico held before Special Industry Committee No. 3 in San Juan, Puerto Rico on March 15–17, 20–23, and 27–29, and April 3–6, 10–15, 17, and 18, 1944, inclusive, may be examined by any interested person at the offices of the Wage and Hour Division, United States Department of Labor, at 165 West 46th Street, New York, New York, and the El Banco Popular Building, San Juan, Puerto Rico. The records of the public hearing before the Industry Committee with respect to each industry in Puerto Rico will be offered in evidence at the appropriate public hearing before the Administrator or his representative on such industry.

Copies of the following documents relating to the industries in Puerto Rico, which are included in the records of the public hearings held before Special Industry Committee No. 3 will be offered in evidence at the appropriate hearings before the Administrator or his representative, and will be made available, on request, for inspection by any interested person who intends to appear at such hearings:

A report, entitled *Puerto Rico: The Leaf Tobacco Industry*, April 1941, prepared by the Economics Branch, Wage and Hour and Public Contracts Divisions, United States Department of Labor.

A report, entitled *The Leaf Tobacco Industry in Puerto Rico*, February 1944, prepared by the Economics Branch, Wage and Hour and Public Contracts Divisions, United States Department of Labor.

A report, entitled *Living Costs in Puerto Rico*, Serial No. R–1585, published in the Monthly Labor Review (October 1943) of the Bureau of Labor Statistics, United States Department of Labor.

A report, entitled *Report on Puerto Rico: The Needlework Industry*, September 19, 1940, prepared by the Research and Statistics Branch, Wage and Hour Division, for the Special Industry Committee for Puerto Rico.

Statistics on the Puerto Rican Needlework Industries, consisting of table 1 to 36 and tables A to I, prepared by the Minimum Wage Studies Section, Economics Branch, Wage and Hour and Public Contracts Divisions, United States Department of Labor, April 1944.

A report, entitled *The Sugar Manufacturing Industries in Puerto Rico*, February 1944, prepared by the Economics Branch, Wage and Hour and Public Contracts Divisions, United States Department of Labor.

A report, entitled *The Rum Industry in Puerto Rico*, February 1944, prepared by the Economics Branch, Wage and Hour and Public Contracts Divisions, United States Department of Labor.

A report, entitled *Industrial Alcohol Industry in Puerto Rico*, February 1944, prepared by the Economics Branch, Wage and Hour and Public Contracts Divisions, United States Department of Labor.

A report, entitled *The Shipping Industry in Puerto Rico*, February 1944, prepared by the Economics Branch, Wage and Hour and Public Contracts Divisions, United States Department of Labor.

A report, entitled *The Banking and Insurance Industry in Puerto Rico*, February 1944, prepared by the Economics Branch, Wage and Hour and Public Contracts Divisions, United States Department of Labor.

Statistics on the *Cigar and Cigarette Industry in Puerto Rico*, consisting of Tables 1 to 6, inclusive, prepared by the Minimum Wage Studies Section, Economics Branch, Wage and Hour and Public Contracts Divisions, United States Department of Labor.

H. The hearings will be conducted in accordance with the following rules, subject however, to such subsequent modifications by the Administrator or Presiding Officer as are deemed appropriate:

1. The hearing shall be stenographically reported and a transcript made which will be available to any person at prescribed rates upon request addressed to the Administrator, Wage and Hour Division, United States Department of Labor, 165 West 46th Street, New York 19, New York.

2. In order to maintain orderly and expeditious procedure, each person filing a Notice to Appear shall be notified, if practicable, of the approximate day and the place at which he may offer evidence at the hearing. If such person does not appear at the time set in the notice, he will not be permitted to offer evidence at any time except by special permission of the Presiding Officer.

3. At the discretion of the Presiding Officer, the hearing may be continued from day to day, or adjourned to a later date, or to a different place by announcement thereof at the hearing by the Presiding Officer or by other appropriate notice.

4. At any stage of the hearing, the Presiding Officer may call for further evidence upon any matter. After the hearing has been closed, no further evidence shall be taken, except at the request of the Administrator, unless provision has been made at the hearing for the later receipt of such evidence. In the event that the Administrator shall cause the hearing to be reopened for the purpose of receiving further evidence, due and reasonable notice of the time and place fixed for such taking of testimony shall be given to all persons who have filed a notice of intention to appear at the hearing.

5. All evidence must be presented under oath or affirmation.

6. Written documents or exhibits, except as otherwise permitted by the Presiding Officer, must be offered in evidence by a person who is prepared to testify as to the authenticity and trustworthiness thereof, and who shall, at the time of offering the documentary exhibit, make a brief statement as to the contents and manner of preparation thereof.

7. Written documents and exhibits shall be tendered in duplicate and the persons preparing the same shall be prepared to supply additional copies if such are ordered by the Presiding Officer. When evidence is embraced in a document containing matter not intended to be put in evidence, such a document will not be received, but the person offering the same may present to the Presiding Officer the original document together with two copies of those portions of the document intended to be put in evidence.

8. Subpoenas requiring the attendance of witnesses or the presentation of a document from any place in the United States at any designated place of hearing may be issued by the Administrator at his discretion, and any person appearing in the proceeding may apply in writing for the issuance by the Administrator of the subpoena. Such application shall be timely and shall identify exactly the witness or document and state fully the nature of the evidence proposed to be secured.

9. Witnesses summoned by the Administrator shall be paid the same fees and mileage as are paid witnesses in the courts of the United States. Witness fees and mileage shall be paid by the party at whose instance witnesses appear, and the Administrator before issuing subpoena may require a deposit of an amount adequate to cover the fees and mileage involved.

10. The rules of evidence prevailing in the courts of law or equity shall not be controlling.

11. The Presiding Officer may, at his discretion, permit any person appearing in the proceeding to cross-examine any witness offered by another person insofar as is practicable, and to object to the admission or exclusion of evidence by the Presiding Officer. Requests for permission to cross-examine a witness offered by another person and objections to the admission or exclusion of evidence shall be stated briefly with the reasons for such request or the ground of objection relied on. Such requests or objections shall become a part of the record, but this record shall not include argument thereon except as ordered by the Presiding Officer. Objections to the approval of the Committee's recommendation and to the promulgation of a wage order based upon such approval must be made at the hearing before the Presiding Officer.

12. Before the close of the hearing, written requests shall be received from persons appearing in the proceeding for permission to make oral arguments before the Administrator upon the matter in issue. If the Administrator, in his discretion, allows the request, he shall give such notice thereof as he deems suitable to all persons appearing in the proceedings and shall designate the time and place at which the oral arguments shall be heard. If such requests are allowed, all persons appearing at the hearing will be given opportunity to present oral argument.

13. Briefs (12 copies) may be submitted to the Administrator following the close of the hearing, by any persons appearing therein. Notice of the final dates for filing such briefs shall be given by the Administrator in such manner as shall be deemed suitable by him.

14. On the close of the hearing, a complete record of the proceedings shall be filed with the Administrator. No intermediate report shall be filed unless so directed by the Administrator. If a report is filed it shall be advisory only and have no binding effect upon the Administrator.

15. No order issued as a result of the hearing will take effect until after due notice is given of the issuance thereof by publication in the FEDERAL REGISTER.

Signed at New York, New York, this 8th day of July 1944.

L. METCALFE WALLING,
Administrator.

[F. R. Doc. 44–10128; Filed, July 10, 1944; 12:22 p. m.]

FEDERAL COMMUNICATIONS COMMISSION.

[Docket 6593]

RADIOCOMMUNICATIONS SYSTEMS IN RAILROAD OPERATIONS

NOTICE OF HEARING

In the matter of the investigation of the establishment and use of radio communications systems in railroad operations.

So that all interested parties may be fully acquainted with as much material as may now be developed concerning the background of this investigation and so that future experimentation, as well as further hearings herein, may be facilitated, the Commission hereby orders that the initial hearing herein be held at a place to be hereafter designated, in the City of Washington, D. C., commencing at 10:00 a. m., on September 13, 1944.

It is anticipated that witnesses will be presented by the Commission to testify on the following matters:

1. To describe the nature and extent of existing forms of railroad communications and signaling systems, and the part radio communications[1] might play in supplementing existing facilities.

2. To testify concerning the coordinated radio communications systems now utilized by domestic airlines and to develop the manner in which such systems have implemented the safety of their services.

3. To testify concerning the dependability of radio communications as an instrumentality to insure safety and to furnish data supporting such reliability.

4. To testify concerning the use now being made of railroad radio communications systems in various ordnance plants throughout the United States.

5. To testify concerning the present and future possible uses of radio for the coordination of emergency services at scenes of disaster.

6. To testify concerning the rules, regulations, and policies of Federal government agencies in so far as they may affect the proposed service.

7. To testify concerning the existence and use of "safe failure" devices as applied to radio.

8. To testify concerning the findings of the Radio Technical Planning Board to date in relation to the proposed service.

9. To testify concerning the existing patent situation with respect to radio devices and systems for the proposed service.

Upon completion of the presentation indicated above, as well as such cross-examination as may be deemed advisable, any party interested herein will be offered an opportunity to present such further material as he may deem advisable at this time. For guidance in this connection, the Commission recommends the following items as material on which testimony will be desirable:

I. Possible practical applications of the use of radio on railroads.

(a) Available signaling, control, and communication facilities and their limitations.

(b) Services which radio can render:

(1) On a system basis;
(2) On a divisional basis;
(3) On a local basis;
(4) On a joint system basis.

II. Engineering considerations in the use of radio on railroads

(a) Distances over which communication is to be obtained under the

(1) Portable-mobile and mobile service;
(2) Point-to-point service;
(3) Multiple address service.

(b) Frequencies, types of emission, and communication bands of emission required for the various railroad services.

(c) Operating power required for radio stations for the various railroad services (power actually supplied to the radio station antenna).

(d) Possible interference problems.

(e) Railroad radio operator license requirements.

III. Information regarding patents and patent license policies pertaining to railroad radio.

It is emphasized that this initial hearing is for the purpose of developing information which may be of assistance and guidance to all parties in carrying out their further programs on this subject. The Commission does not contemplate any immediate determination of policy, but expects to keep the matter open for a period sufficient to enable all persons to complete all reasonable experimentation and to acquire all necessary data. Further hearings will be held from time to time as the need therefor may appear.

Dated June 30, 1944.

By the Commission.

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 44–10193; Filed, July 11, 1944; 11:58 a. m.]

[1] Wherever the term "radio communications" or "radio" appears herein, it shall be deemed to include communication systems employing radio frequencies which are transmitted over metallic circuits as well as radiation through space.

[Docket No. 6612, 6613]

LOUIS WASMER, INC.

NOTICE OF HEARING

In re application of Louis Wasmer, Inc. (KHQ), date filed, March 15, 1944, for renewal of license, class of service, broadcast, class of station, broadcast, location, Spokane, Washington. Operating assignment specified, frequency, 590 kc, power, 5 kw, hours of operation, unlimited.

In re application of Louis Wasmer, Inc. (KGA), date filed, January 24, 1944, for, renewal of license, class of service, broadcast, class of station, broadcast, location, Spokane, Washington. Operating assignment specified, frequency, 1510 kc, power, 10 kw, hours of operation, unlimited (DA-night); file No. B5–R–76. File No. B5–R–74.

You are hereby notified that the Commission has examined the applications in the above-entitled cases and has designated the matters for hearing for the following reasons:

1. To determine whether Station KGA renders primary service to a substantial portion of the primary service area of Station KHQ.

2. To determine whether Station KHQ renders primary service to a substantial portion of the primary service area of Station KGA.

3. To determine who are the officers, directors, and stockholders of Louis Wasmer, Inc., licensee of Station KHQ, and the number of shares of stock owned, and/or voted by each.

4. To obtain full information with respect to the connections and relationships, direct or indirect, the nature, extent and effect thereof existing between the licensees of Station KHQ and KGA, and/or the officers, directors, and stockholders of Louis Wasmer, Inc., and the licensee of Station KGA.

5. To determine whether a grant of the instant applications would be consistent with the provisions of § 3.35 of the Commission's regulations.

6. To determine whether, in view of the facts adduced under the foregoing issues, public interest, convenience, or necessity would be served through the granting of these applications.

The applications involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicant on the basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's rules of practice and procedure. Persons other than the applicant who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's rules of practice and procedure.

The applicant's address is as follows: Louis Wasmer, Radio Stations KHQ and KGA, Radio Central Building, Sprague and Post Streets, Spokane, Washington.

Dated at Washington, D. C., July 5, 1944.

By the Commission.

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 44–10192; Filed, July 11, 1944; 11:58 a. m.]

OFFICE OF ALIEN PROPERTY CUSTODIAN.

[Vesting Order 500A–68]

COPYRIGHTS OF CERTAIN GERMAN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on November 9, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested.
Unknown	Graphologie in der forenzischen Medizin—Abderhalden's Handbuch der biologischen Arbeitsmethoden—Bd. 12, Zweiter heifte, Heft 4, 1935.	R. M. Mayer (Nationality not established).	Urban and Schwarzenberg Berlin—Wien, Germany (Nationality: German).	Owner.
Unknown	Hand-und Hilfsbuch zur Ausfubrung Physiko Chemischer Messungen.	Ostwald-Luther (Nationality not established).	Akademische Verlagsgesellschaft m. b. H. Leipzig, Germany (Nationality: German).	Owner.
Unknown	Theoretische Grundlagen der Organischen Chemie	Walter Huckel (Nationality not established).	Akademische Verlagsgesellschaft m. b. H. Leipzig, Germany (Nationality: German).	Owner.
C1A for 35057	Mechanische Schwingungen und ihre Messung	Dr.—Ing. J. Geiger (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
C1A for 33552	Aufschaukelung und Dampfung von Schwingungen	Dr.—Ing. Otto Föppl (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
Unknown	Pentateuch	Rev. M. Rosenbaum and Dr. A. M. Silvermann (Nationalities not established).	A. M. Silvermann, Berlin, Germany (Nationality: German).	Owner.
C1A for 1283	Messung Mechanischer	Dr.—Ing. Hermann Steuding (Nationality not established).	VDI-Verlag G. m. b. H., Berlin, Germany (Nationality: German).	Owner.
Unknown	Handbuch der Radiologie	Dr. Erich Marx (Nationality not established).	Akademische Verlagsgesellschaft [m. b. H., Leipzig, Germany (Nationality: German).	Owner.

[F. R. Doc. 44–10076; Filed, July 10, 1944; 10:42 a. m.]

[Vesting Order 500A–69]

COPYRIGHTS OF CERTAIN GERMAN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on November 19, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested.
Unknown	Strukturbericht (Zeitschrift für Kristallographie, Kristallgeometrie und Kristallphysik. Ergänzungsband) volumn 7.	P. P. Ewald und C. Hermann (Nationalities not established).	Akad. Verlagsges. Leipzig, Germany (Nationality: German).	Owner.

[F. R. Doc. 44–10077; Filed, July 10, 1944; 10:42 a. m.]

[Vesting Order 500A–70]

COPYRIGHTS OF CERTAIN GERMAN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof [the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights] are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

(f) All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consulta-

tion and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on November 17, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested.
Unknown	Deutsche geschichte seit 1918 in Dokumenten. 1938. 2nd ed. (Krouers Taschenausg., Bd. 113) 336 p.	Ernst Forsthoff (Nationality not established).	A. Kröner, Stuttgart, Germany (Nationality: German).	Owner.

[F. R. Doc. 44–10078; Filed, July 10, 1944; 10:42 a. m.]

[Vesting Order 500A–72]

COPYRIGHTS OF CERTAIN AUSTRIAN, GERMAN, AND ITALIAN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights; the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C. on November 30, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested.
Unknown	Wirtschaft und Gesselschaft (III. Abteilung, Grundriss der Sozialökonomik), 1922.	Max Weber (Nationality not established).	J. C. B. Mohr (Paul Siebeck), of Tubingen, Germany. (Nationality: German).	Owner.
Unknown	Anatomie des Hundes (Skelett und Muskel system), Volume I, Edition II, 1936.	Hermann Baum and Otto Zietzschmonn (Nationalities not established).	Paul Parey of Berlin, Germany (Nationality: German).	Owner.
Unknown	Griechische Vasenmalerei. 1906.	Fuertwangler and Reichhold (Nationalities not established).	F. Bruchmann Verlag of Munich, Germany (Nationality: German).	Owner.
Unknown	Die Buchmalerei in St. Gallen vom neunten bis zum elften Jahrhundert, 1912.	Adolph Merton (Nationality not established).	K. W. Hiersemann of Leipzig, Germany (Nationality: German).	Owner.
Unknown	MS No. Med. Gr. 1.	Unknown	National Library of Vienna, Austria (Nationality: Austrian).	Owner.
Unknown	Paris, Notre Dame. Interieur. Jesus Christ et Saint Thomas. #24122.	Unknown	Fratelli Alinari, 8 Via Nazionale, Florence, Italy (Nationality: Italian).	Owner.
Unknown	Comedy Relief in Naples. #11177	Unknown	Fratelli Alinari, 8 Via Nazionale, Florence, Italy (Nationality: Italian).	Owner.
Unknown	Napoli, Chiesa di S. Chiara. Monumenta a Roberto il Savio. Parte superiore. #33828.	Unknown	Fratelli Alinari, 8 Via Nazionale, Florence, Italy (Nationality: Italian).	Owner.
Unknown	Napoli, Chiesa di S. Angelo a Nilo. Monumenta al Cardinale Rinaldo Brancaccio. #11002.	Unknown	Fratelli Alinari, 8 Via Nazionale, Florence, Italy (Nationality: Italian).	Owner.
Unknown	Roma, Chiesa di S. Maria del Popolo. Monumenta al Cardinale Ascanio Sforza. P°. 1°. N°. 6156.	Unknown	Fratelli Alinari, 8 Via Nazionale, Florence, Italy (Nationality: Italian).	Owner.
Unknown	Uffizi. Neroccio and Francesco di Giorgio. Episode from the Legend of St. Benedict.	Unknown	Fratelli Alinari, 8 Via Nazionale, Florence, Italy (Nationality: Italian).	Owner.
Unknown	Painting of the Death of Saint Francis by Giotto	Unknown	Frati Minori Conventuali, Basilica di S. Croce Florence, Italy (Nationality: Italian).	Owner.
Unknown	Painting of Saint Francis Walking through Fire by Giotto.	Unknown	Frati Minori Conventuali, Basilica di S. Croce Florence, Italy (Nationality: Italian).	Owner.
Unknown	Venice. La Morta della Madonna. Giambono. San Marco. #22658.	Unknown	D. Anderson, Via Solaria 7 a, Rome, Italy (Nationality: Italian).	Owner.
Unknown	Madrid. Rubens, Il Trionfo della Carita. Galeria del Prado. #16280.	Unknown	D. Anderson, Via Solaria 7 a, Rome, Italy (Nationality: Italian).	Owner.

[F. R. Doc. 44–10079; Filed, July 10, 1944; 10:43 a. m.]

[Vesting Order 500A–73]

COPYRIGHTS OF CERTAIN GERMAN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in Section 10 of said Executive Order.

Executed at Washington, D. C., on January 4, 1944.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested.
Unknown	Die Ausbreitung der elektromagnetischen Wellen; x, 286 p. (v. 1, Bücherei der Hochfrequenztechnik. 1940).	Bruno Beckmann (Nationality not established).	Akad. Verlagsges. Leipzig, Germany (Nationality: German).	Owner.
Unknown	Grundlagen und Kennlinien der Elektronenröhren; xvi, 325 p. (v. 2, Bücherei der Hochfrequenztechnik. 1940).	Horst Rothe (Nationality not established).	Akad. Verlagsges. Leipzig, Germany (Nationality: German).	Owner.
Unknown	Elektronenröhren als Anfangsstufenverstärker; xiii, 303 p. (v. 3, Bücherei der Hochfrequenztechnik. 1940).	Horst Rothe (Nationality not established).	Akad. Verlagsges. Leipzig, Germany (Nationality: German).	Owner.
Unknown	Elektronenröhren als End- und Sendverstärker; x, 141 p. (v. 4, Bücherei der Hochfrequenztechnik. 1940).	Horst Rothe (Nationality not established).	Akad. Verlagsges. Leipzig, Germany (Nationality: German).	Owner.
Unknown	Die Bedandlung und Reindarstellung von Gasen, x, 215 p. 1938.	Alfons Klemenc (Nationality not established).	Akad. Verlagsges, Leipzig, Germany (Nationality: German).	Owner.
Unknown	Technische Adsorptionsstoffe in der Kontaktkatalyse. xxi. 726 p. 1938.	Franz Krczil (Nationality not established).	Akad. Verlagsges, Leipzig Germany (Nationality: German).	Owner:
Unknown	Die selbstätige Regelung in der Elektrotechnik. 1940. viii, 190 p.	Adolf Leonhard (Nationality not established).	J. Springer, Berlin, Germany (Nationality: German).	Owner.
Unknown	Technisch verwendbare Emulsionen. 2 erweit. und neubearb. Aufl., 1939. 2 vols.	Kurt. Philipp (Nationality not established).	Allgem, Industrie-Verl., Berlin, Germany (Nationality: German).	Owner.
Unknown	Einführung in die Physik der Gasentladungen. 2. umgearb. und erweit. Aufl., 1934. xii, 563 p.	Rudolf Seeliger (Nationality not established).	J. A. Barth, Leipzig, Germany (Nationality: German).	Owner.
Unknown	Diffusion in Metallen (Platzwechselreaktionen) 1939. (Reine und angewandte Metallkunde in Einzeldarstellungen, bd. 3), 151 p.	Wolfgang Seith (Nationality not established).	J. Springer, Berlin, Germany (Nationality: German).	Owner.

[F. R. Doc. 44–10080; Filed, July 10, 1944; 10:43 a. m.]

[Vesting Order 500A–74]

COPYRIGHTS OF CERTAIN GERMAN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as other owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law,, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on January 4, 1944.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested.
A. for. 47118	Einfuhrung in die Theorie der Schwachstromtechnik. 2. umgearb. Aufl., 1940. ix, 44 p.	Julius Wallot (Nationality not established).	J. Springer, Berlin, Germany (Nationality: German).	Owner.
Unknown	Lehrbuch der organischen Chemie. 1920 *only* v. 2 part 3, Heterocyclische Verbindungen 1. und 2. Aufl., xxii, 1634 p.	Victor Meyer (Nationality not established).	de Gruyter, Berlin und Leipzig, Germany (Nationality: German).	Owner.
Unknown	Die exakten Methoden der Mikromassanalyse. 1939 (Die chemische Analyse, bd. 42). xii, 180 p.	Josef Mika (Nationality not established).	Enke, Stuttgart, Germany (Nationality: German).	Owner.
Unknown	Biochemie der Spurenelemente. 1941, vi, 272 p.	Karl Scharrer (Nationality not established).	Parey, Berlin, Germany (Nationality: German).	Owner.
A. for 45414	Technische Dynamik. 1939, xii, 1056 p.	Cornelius B. Biezeno (Nationality not established).	J. Springer, Berlin, Germany (Nationality: German).	Owner.
Unknown	Elektrische Messung mechanischer Grössen. 2., erweit. Aufl., 1943, vi, 259 p.	Paul Pflier (Nationality not established).	Springer, Berlin, Germany (Nationality: German).	Owner.
Unknown	Prüfung und Bewertung elektrotechnischer Isolierstoffe. 1940, vii, 329 p. (Chemie und Technologie der Kunststoffe in Einzeldarstellungen bd. 1).	Rudolf Nitsche (Nationality not established).	J. Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 33569	Die Kniefestigkeit von Stäben und Stabwerken, Mit 151 Abbildungen im Text. 1936, ix, 321, 1.	Julius Ratzersdorfer (Nationality not established).	J. Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 45204	Dehnungsmessungen und ihre Auswertung. 1939, v, 121 p.	Felix Rötscher (Nationality not established).	J. Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 8832	Das ultrarote Spektrum. 1930, vi, 400 p.	Clemens Schaefer and Frank Matossi (Nationalities not established).	J. Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 2685	Kristallplastizität. 1935, 373, 1 (Struktur und Eigenschaften der Materie).	Erich Schmid (Nationality not established).	J. Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 43342	Chemische Gasreaktionen, 1938 (Die chemische Reaktion, bd. 3).	Hans Joachim Schumacher (Nationality not established).	T. Steinkopf, Dresden und Leipzig, Germany (Nationality: German).	Owner.
A. For. 40027	Korrosionen an Eisen und Nichteisenmetallen. Betriebserfahrungen in elektrischen Kraftwerken und auf Schiffen. 1938, v. 86 p.	August Siegel (Nationality not established).	J. Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 41216	Physik der mechanischen Werkstoffprüfung. 1938, vi, 179 p.	W. Späth (Nationality not established).	J. Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 44211	Elektrische Stossfestigkeit. 1939, x, 317 p.	R. Strigel (Nationality not established).	J. Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 38776	Handbuch der Metallbelzerei-Nichteisenmetalle. 1938. 262 p.	Otto Vogel (Nationality not established).	Verlag Chemie, Berlin, Germany (Nationality: German).	Owner.
A. For. 22418	Rezeptbuch für die Farben- und Lackindustrie. 1940, v. 1, 238 p.	Hans Hadert (Nationality not established).	Elsner Verlagsges, Berlin, Germany (Nationality: German).	Owner.
Unknown	Handbuch der technischen Elektrochemie. 1931–. 3 v. in 6.	Victor Engelhardt, ed. (Nationality not established).	Akad. Verlagsges, Leipzig, Germany (Nationality: German).	Owner.
1939—A. For. 47444, 1940—A. For. 45939, 1941—A. For. 48114.	Handbuch der Werkstoffprüfung. 1939–1941, 3 vols.	Unknown	J. Springer, Berlin, Germany (Nationality: German).	Owner.
Unknown	Die technischen Anwendungen der physikalischen Chemie. 1934, x, 354 p.	Josef Holluta (Nationality not established).	F. Enke, Stuttgart, Germany (Nationality: German).	Owner.
Unknown	Handbuch der Metallphysik. 1935–1941. 3v. in 5.	Georg Masing (Nationality not established).	Akad, Verlagsges, Berlin, Germany (Nationality: German).	Owner.
A. For. 47412	Elastizität und Festigkeit im Rohrleitungsbau. 1940, viii, 353 p.	Helmut von Jürgensonn (Nationality not established).	J. Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 47446 and A. For. 47445.	Lehrbuch der drahtlosen Nachrichtentechnik. 1940, 2 vols.	Unknown	J. Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 48442	Elektronengeräte. Principien und Systematik. 1941, xiv, 447 p.	Ernst Brüche (Nationality not established).	J. Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 34823	Die Grundlagen der Wärmeübertragung. 1927, xi, 234 p.	Friedrich Merkel (Nationality not established).	T. Steinkopf, Dresden und Leipzig, Germany (Nationality: German).	Owner.
A. For. 47411	Das freie Elektron in Physik und Technik. 1940, vii, 270 p.	Carl Ramsauer, ed. (Nationality not established).	J. Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 48113	Physik und technische Anwendung der Lumineszenz. 1941, vii, 218 p. (Technische Physik in Einzeldarstellungen, bd. 3).	Nikolaus Riehl (Nationality not established).	J. Springer, Berlin, Germany (Nationality: German).	Owner.
Unknown	Internationale Tabellen zur Bestimmung von Kristallstrukturen. 1935, 2 v.	Unknown	Gebrüder Borntrager, Berlin, Germany (Nationality: German).	Owner.

[F. R. Doc. 44–10081; Filed, July 10, 1944; 10:44 a. m.]

[Vesting Order 500A–75]

COPYRIGHTS OF CERTAIN GERMAN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited

to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on January 4, 1944.

[SEAL] LEO. T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
A. For. 31967	Der Kampf des Ingenieurs gegen Erde und Wasser im Grundbau. Unter Mitarbeit von Edgar Schultze. 1936, viii, 276 p.	Arnold Agatz of Germany (Nationality: German).	Julius Springer, Berlin, Germany (Nationality: German).	Author and owner.
Unknown	Fermente, Hormone, Vitamine und die Beziehungen dieser Wirkstoffe zueinander. 1938, xvi, 451 p.	Robert Ammon and Wilhelm Dirscherl (Nationalities not established).	Georg Thieme, Leipzig, Germany (Nationality: German).	Owner.
A. For. 29557	Die Metallverflüchtigungsverfahren mit besonderer Berücksichtigung der Herstellung von Zinkoxyd. 1935. viii, 261 p. (Metallhüttenpraxis in Einzeldarstellungen. 4).	Otto Barth (Nationality not established).	Knapp, Halle, Germany (Nationality: German).	Owner.
A. For. 25607	Raumchemie der festen Stoffe. 1934, x, 338 p.	Wilhelm Biltz (Nationality not established).	Voss, Leipzig, Germany (Nationality: German).	Owner.
A. For. 43343	Geometrie der Gewebe. Topologische Fragen der Differentialgeometrie. 1938, viii, 329 p. (Die Grundlehren der mathematischen Wissenschaften in Einzeldarstellungen. Bd. 49).	Wilhelm Blaschke of Germany and Gerrit Bol of Holland (Nationalities: German and Dutch).	Julius Springer, Berlin, Germany (Nationality: German).	Owner and Wilhelm Blaschke.
A. For. 26499	Grundlagen der Photochemie. 1933, vi, 295 p. (Die chemische Reaktion 1).	K. F. Bonhoeffer and P. Harteck of Germany (Nationalities: German).	Theodor Steinkopff, Residengstr. 32, Dresden, Germany (Nationality: German).	Authors and owner.
A. For. 44533	Electrische Höchstapannungen (Technische Physik in Einzeldarstellungen.) 1939, ix, 333 p.	Albert Bouwers of Holland (Nationality: Dutch).	Julius Springer, Linkstr. 23/24 Berlin, Germany (Nationality: German).	Owner.
Unknown	Zwischenmolekulare Kräfte und Molekülstruktur. 1937, 308 p. (Sammlung chemischer und chemischtechnischer Vorträge, N. F. H. 37).	Günther Briegleb (Nationality not established).	Enke, Stuttgart, Germany (Nationality: German).	Owner.
Unknown	Antennen; ihre Theorie und Technik. 1939, xiv, 330 p.	Helmut Brückmann (Nationality not established).	S. Hirzel, Leipzig, Germany (Nationality: German).	Owner.
A. For. 21983	Gegossene Metalle und Legierungen; Grundlagen der metallgiessereitechischen Werkstoffkunde. 1933, xii, 345 p.	Willi Claus and Ayg. Herm. Fritz Goederitz (Nationalities not established).	Krayn, Berlin, Germany (Nationality: German).	Onwer.
Unknown	Chemische Physik der Metalle und Legierungen. 1939, xi, 174 p.	Ulrich Dehlinger (Nationality not established).	Akad. Verlagsges, Leipzig, Germany (Nationality: German).	Owner.
Unknown	Die technischen Ammoniumsalze. Unter Mitwirkung von Theodor Geuther. 1938. 200 p. (Sammlung chemischer und chemisch-technischer Voeträge N. F. H. 38).	Kurt Drews (Nationality not established).	Enke, Stuttgart, Germany (Nationality: German).	Owner.
A. For. 40414	Morphologie und Histophysiologie der normalen schilddrüse. 1938. 113 p. (Zwanglose Abhandlungen aus dem Gebiete der inneren Sekretion. Bd. 3).	Bruno Eggert of Germany (Nationality: German).	Johann Ambrosius Barth, Solomoustr. 18b, Leipzig, Germany (Nationality: German).	Owner and author.
A. For. 35960	Das Gallium. Eine kritische Würdigung der Erkenntnisse mit experimentellen Beiträgen. 1937, 155 p.	Erich Einecke (Nationality not established).	Barth, Leipzig, Germany (Nationality: German).	Owner.
A. For. 16142	Glastechnische tabellen, Physikalisce und chemische konstanten der gläser. 1932, xi, 714 p.	Wilhelm Eitel, Marcello Pirani, Karl Scheel, H. Althertum of Germany (Nationalities: German).	Julius Springer, Linkstr. 23, Berlin, Germany (Nationality: German).	Authors and owner
A. For. 44363	Regeneration, ihre Anwendung in der Chirurgie. Mit einem Anhang: Operations-lehre. 1939, x, 246 p.	Johann von Ertl of Hungary (Nationality: Hungarian).	Johann Ambrosius Barth, Salomonstr. 18b, Leipzig, Germany (Nationality: German).	Author and owner.
A. For. 46706	Die Regelung der Kraftmaschinen unter besonderer Berücksichtigung der selbsttätigen Wasserturbinenregelung. 1940, xi, 392 p.	Gustav Fabritz of Germany (Nationality: (German).	Julius Springer, Berlin, Germany (Nationality: German).	Author and owner.
Unknown	Einführung in die Theorie der Rundfunk-Siebschaltungen. 1940. 168 p.	Richard Feldtkeller (Nationality not established).	Hirzel, Leipzig, Germany. (Nationality: German).	Owner.
A. For. 40132	Kontinuierliche Spektren. 1938, xi, 368 p. (Struktur und Eigenschaften der Materie. 20).	Wolfgang Finkelnburg (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 33890	Einführung in die klassische Elektrodynamik. 1936. vii, 199 p.	Johannes Fischer (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 35895	Die Herz- und Gefässkrankheiten. 1936. v, 342 p.	Walter Frey (Nationality not established).	Akad. Verlagsges, Leipzig, Germany (Nationality: German).	Owner.
Unknown	Hydroxyde und Oxydhydrate. 1937. xx, 640 p. (Handbuch der allgemeinen Chemie. Bd. 9).	Robert Fricke and G. F. Hüttig (Nationalities not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 20437	Handbuch der Spritzgusstechnik der Metallegierungen einschliesslich des Warmpressgussverfahrens. 1933, xvii, 686 p.	Leopold Frommer (Nationality not established).		
A. For. 28500	Turbulenz, Physikalische, Statistik und Hydrodynamik. 1935. viii, 177 p.	Hans Gebelein of Germany (Nationality: German).	Julius Springer, Linkstr. 23/24 Berlin, Germany (Nationality: German).	Owner and author.
A. For. 25319	Bilder zur qualitativen Mikroanalyse anorganischer Stoffe. 1934, 8, 80, 12.	Zusammengestellt von Wilhelm Gleimann of Germany (Nationality: German).	Leopold Voss Salomonstr. 18b Leipzig, Germany (Nationality: German).	Author and owner.
A. For. 46705	Atlas typischer Nebelkammerbilder, mit Einführung in die Wilsonsche Methode. 1940. v, 125 p.	Wolfgang Gentner, H. Maier-Leibnitz, and W. Both (Nationalities not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 65502	Chemie und Technologie der Leim-und Gelatine-Fabrikation. Mit einem Anhang: Sonstige Klebstoffe. 1933, xii, 552 p.	Otto Gerngross, ed. (Nationality not established).	Steinkopff, Dresden, Germany (Nationality: German).	Owner.
A. For. 42122	Die Hochspannungsfreileitungen. 1938. xii, 504 p.	Karl Girkmannund Erwin Königshofer of Austria (Nationalities: Austrian).	Julius Springer, Schottengasse 4 Wein, Germany (Nationality: German).	Authors and owner.
A. For. 42100	Die Federn, ihre Gestaltung und Berechnung. Hrsg. für den Fachausschuss für Federnbeim VDI von Paul Speer. 1938, 136 p.	Siegfried Gross and Ernst Lehr (Nationalities not established).	VDI-Verlag Berlin, Germany (Nationality: German).	Owner.

EXHIBIT A—Continued

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
A. For. 39222	Handbuch der Elerkunde, 1938, vii, 375 p.	Johann Grossfeld of Germany (Nationality: German).	Julius Springer Linkstr. 23/24 Berlin, Germany (Nationality: German).	Owner and author.
A. For. 35502	Elektrolyt-Kondensatoren. Ihre Entwicklung, wissenschaftliche Grundlage, Herstellung, Messung und Verwendung. 1937, 178 p.	Adolf Güntherschulze and Hans Betz of Germany (Nationalities: German).	M. Krayn Woyrschstr 13, Berlin W. 35, Germany (Nationality: German).	Authors and owner.
Unknown	Holzchemie. 2. gänzlich neubearb. Auflage. 1939, viii., 397 p.	Erik Hagglund (Nationality not established).	Akad. Verlagsges Leipzig, Germany (Nationality: German).	Owner.
A. For. 39559	Eisenlose Drosselspulen. Mit einem Anhang über Hochfrequenz-Massekernspulen. 1938, viii, 316 p.	Joseph Hak of Czechoslovakia (Nationality; Czech-Slovak).	Koehler Leipzig, Germany (Nationality: German).	Owner and author.
A. For. 35888	Leitfaden für die Rontgenographische untersuchung von Kristallen. 1937, xv, 354 p.	Franz Halla and Herman Mark of Austria (Nationalities: Austrian).	Johann Ambrosius Barth Salomonstr 18 Leipzig, Germany (Nationality: German).	Authors and Owner.
A. For. 47065	Färberei-u. textilchemische Untersuchungen, 7 neubearbeitete 1940, vii, 419 p.	Paul Heerman of Germany (Nationality: German).	Julius Springer Linkstr 23–24 Berlin, Germany (Nationality: German).	Author and owner.
A. For. 47969	Wärmetechnische Rechnungen für industrießen z. gänglich umgerabeitete u. erweiterte auflage. 1941. xii, 340 p. (Stahleisenbücher, Bd. 2).	Werner Heiligenstaedt of Germany (Nationality: German).	Verlag Stahleissen m. b. h. Ludwig Kriehmannstr. 27, Düsseldorf, Germany (Nationality: German).	Author and owner.
Unknown	Einführung in die Quantenchemie. 1937, 350 p.	Hans Hellmann (Nationality not established).	Deuticke Leipzig u. Wien, Germany (Nationality: German).	Owner.
A. For. 24501	Die Wechselfestigkeit metallischer Werkstoffe, ihre Bestimmung und Anwendung. 1934, vii, 276 p.	Wilfried Herold (Nationality not established).	Julius Springer Berlin, Germany (Nationality: German).	Owner.
A. For. 41138	Textil—Hilfsmittel—Tabellen—2 Aufl. 1938, iv, 327 p.	Josef Heizer of Germany (Nationality: German).	Julius Springer, Linkstr. 23–24 Berlin, Germany (Nationality: German).	Author and owner.
A. For. 44971	Tabellen der Reagenzien für anorganische analyse. Table of Reagents for Inorganic Analysis. 1938, xxiv, 409 p.	Herausgeber: C. Johannes von Nieuwenburg and others of Holland (Nationalities: Dutch).	Akademische Verlagsgesellschaft m. b. h. Sternwartenstr 8, Leipzig, Germany (Nationality: German).	Owner.
A. For. 47587	Höhere Mathematik für den Praktiker. An Stelle einer 6. Aufl. des Lehrbuchs der Differential—und Integralrechnung (Leerbeek der differentiasl—en integralrekening) von Hendrik Antoon Lorentz. 2. verb. Aufl. 1940, xii, 368 p.	Georg Joos and Theodor Kaluza (Nationalities not established).	Barth, Leipzig, Germany (Nationality: German).	Owner.
A. For. 44209	Tabelle der hauptlinien der linienspektren aller elemente nach Wellenlänge geordnet 2. auflage neu bearbeitet. 1939, viii, 269 p.	H. Kayser v. Rudolf Ritsche of Germany (Nationalities: German).	Julius Springer, Linkstr. 23-24 Berlin, Germany (Nationality: German).	Authors and owner.
A. For. 27006	Gasentladungs-Tabellen. Tabellen, Formeln und Kurven zur Physik und Technik der Elektronen und Ionen. 1935, x, 171 p.	Max Knoll (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
Unknown	Feuerfeste Baustoffe silikatischer und silikathaltiger Massen. 1938, xvi, 296 p. (Chemie und Technik der Gegenwart, Bd. 18).	Claus Koeppel (Nationality not established).	Hirzel, Leipzig, Germany (Nationality: German).	Owner.
A. For. 35183	Technologie des Holzes. 1936, xviii, 764 p.	Franz Kollmann (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
Unknown	Integrationsmethoden der Lie'schen Theorie. 1933, viii, 221 p. (Mathematik u. ihre Anwendungen in Monographien u. Lehrbüchern, Bd. 15).	Gerhard Kowalewski (Nationality not established).	Akad. Verlagsges Leipzig, Germany (Nationality: German).	Owner.
Unknown	Aktive Tonerde, ihre Herstellung und Anwendung. 1938, 274 p. (Sammlung chemischer und chemischtechnischer Vorträge. N. F. Hft. 41).	Franz Krczil (Nationality not established).	Enke, Stuttgart, Germany (Nationality: German).	Owner.
A. For. 33551	Komplexe Zahlen und Zeiger in der Wechselstromlehre. 1936, viii, 185 p.	Max Landolt (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 44143	Atmosphärische Turbulenz. 1939. xi, 283 p.	Heinz Lettau (Nationality not established).	Akad. Verlagsges, Leipzig, Germany (Nationality: German).	Owner.
A. For. 44593	Roentgenphysik. Mit Beiträgen von Walter Minder. 1939, ix, 306 p.	Adolf Liechti (Nationality not established.) c	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
Unknown	Rechenverfahren und Rechenhilfsmittel mit Anwendungen auf die analytische Chemie. 1932, viii, 202 p. (Die chemische Analyse. Bd. 30).	Otto Liesche (Nationality not established).	Enke, Stuttgart, Germany (Nationality: German).	Owner.
A. For. 29427	Mikro-massanalytische Bestimmung des Kohlenstoffes und Wasserstoffes mit grundlegender Behandlung der Fehlerquellen in der Elementaranalyse. 1935, vii, 374 p.	Josef Lindner (Nationality not established).	Verlag Chemie, Berlin, Germany (Nationality: German).	Owner.
A. For. 35184	Das Wasserstoffperoxyd und die Perverbindungen. 1937, xii, 408 p.	Willy Machu (Nationality not established).	Julius Springer, Wien, Germany. (Nationality: German).	Owner.
A. For. 40933	Trockengleichrichter. Theorie, Aufbau und Anwendung. 1938, 313 p.	Karl Maier (Nationality not established).	Oldenbourg, München, Germany. (Nationality: German).	Owner.
A. For. 47418	Grundlagen der Metallkunde. 1940, v. 127 p.	Georg Masing (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 35883	Theorie der Wechselstrommaschinen in vektorieller Darstellung. 1937, viii, 272 p.	Waldemar Michael (Nationality not established).	Teubner, Leipzig, Germany (Nationality: German).	Owner.
A. For. 40157	Höhenstrahlung (Ultrastrahlung). 1938, xv, 316 p.	Erwin Miehlnickel (Nationality not established).	Steinkopff, Leipzig, Germany (Nationality: German).	Owner.
A. For. 36717	Allgemeine und technische Elektrochemie nichtmetallischer Stoffe. 1937, x, 440 p.	Robert Müller (Nationality not established).	Julius Springer, Wien, Germany, (Nationality: German).	Owner.
A. For. 17409	Allgemeine und technische Elektrometallurgie. 1932. xii, 580 p.	Robert Müller (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 36881	Kerbspannungslehre. 1937, vii, 160 p.	Heinz Neuber (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 33550	Eindeutige analytische Funktionen. 1936, viii, 358 p. (Die Grundlehren der mathemat. Wissenschaften in Einzeldarstellungen. Bd. 46).	Rolf Nevanlinna (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 35896	Elektrische Messgeräte und Messeinrichtungen. 1937, ix, 231 p.	Albert Palm (Nationality not established).	Julius Springer, Berlin, Germany. (Nationality: German).	Owner.
A. For. 27003	Dampfkesselschäden, ihre Ursachen, Verhütung und Nutzung für die Weiterentwicklung. 1934, vii, 259 p.	Ernst Pfeilderer (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 44788	Einführung in die Theorie der Elektronenoptik. 1939, viii, 197 p.	Johannes Picht (Nationality not established).	Barth, Leipzig, Germany (Nationality: German).	Owner.
A. For. 40207	Elektrische Gasentladungslampen. 1938, ix, 364 p.	Willen Uyterhoeven of Netherlands (Nationality: Dutch).	Julius Springer, Linkstr. 23–24 Berlin, Germany (Nationality: German).	Owner.
A. For. 40989	Elektrische Kraftwerke und Netze. 1938, vii, 430 p.	Theodor Buchhold (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 21292	Fette und Ole. Lipoide, Wachse, Harze, ätherische Ole. 1939, xxi, 966 p. (Handbuch der Lebensmittel-Chemie, Bd. 4).	Johannes Grossfeld (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
Unknown	Chemische Vitamin-Bestimmungsmethoden für das chemische, physiologische und klinische Laboratorium. 3. Aufl. 1941, xii, 226 p.	Fritz Gstirner (Nationality not established).	Enke, Stuttgart, Germany (Nationality: German).	Owner.
Unknown	Magnetochemie. 1936, xvi, 262 p. (Physik und Chemie und ihre Anwendungen in Einzeldarstellungen, Bd. 1).	Wilhelm Klemm (Nationality not established).	Akad. Verlagsgesellschaft, Leipzig, Germany (Nationality: German).	Owner.
Unknown	Analytische Chemie der Sauerstoffsäuren des Schwefels. 1938. ix, 216 p. (Die chemische Analyse. Bd. 38).	Albin Kurtenacker (Nationality not established).	Enke, Stuttgart, Germany (Nationality: German).	Owner.
Unknown	Invisible radiations of organisms, with an introduction to the physics of radiation, by Sidney W. Barnes. 1936, x, 215 p. (Protoplasma—Monographien. Bd. 9).	Otto Rahn (Nationality not established).	Borntraeger, Berlin, Germany (Nationality: German).	Owner.

[F. R. Doc. 44–10082; Filed, July 10, 1944; 10:44 a. m.]

[Vesting Order 500A–76]

COPYRIGHTS OF CERTAIN GERMAN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

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e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on February 15, 1944.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown	Kolloide, Elektrolyte und Hormone (eine experimentelle Studie über Nebenwirkungen von weiblichen Keimdrüsenhormonen), 1943, 172 p.	Herbert Albers (Nationality not established).	Georg Thieme, Leipzig, Germany (Nationality: German).	Owner.
Unknown	Aktive Kohle und ihre Verwendung in der chemischen Industrie. 2 umgarb. und erweit. Auflage. 1937, 114 p.	Gustav Bailleul and W. Herbert (Nationalities not established).	Ferdinand Enke Stuttgart, Germany (Nationality: German).	Owner.
A. For. 40416	Beiträge zur Ballistik und technischen Physik. Verfasst von Schülern des Herrn Geh.-Rat Prof. Dr. phil. Dr.-Ing. E. h. Carl Cranz anlässlich seines 80. Geburtstages am 2. Januar 1938. Hrsg. von Hubert Schardin. 1938, xi, 216 p.	Unknown	Johann Ambrosius Barth, Leipzig, Germany (Nationality: German).	Owner.
Unknown	Der Ultraschall und seine Anwendung in Wissenschaft und Technik, 3., völlig überarb. und erweit. Aufl. 1942, xii, 445 p.	Ludwig Bergmann (Nationality not established).	VDI-Verlag, Berlin, Germany (Nationality: German)	Owner.
A. For. 35881	Vakuumspektroskopie. 1937. viii, 248 p.	Hans Bomke (Nationality not established).	Johann Ambrosius Barth, Leipzig, Germany (Nationality: German)	Owner.
Unknown	Atome und Ionen. (Eucken, Arnold. Hand- und Jahrbuch der chemischen Physik. Bd. 2, Absch. 1, A) 1940, 404 p.	Günther Briegleb (Nationality not established).	Akad. Verlagsges, Leipzig, Germany (Nationality: German)	Owner.
Unknown	Kettenreaktionen. (Fortschritte der Chemie, Physik und physikalischen Chemie. Bd. 21, Heft 5. Ser. B), 1932, 73 p.	Klaus Clusius (Nationality not established).	Gebruder Borntraeger, Berlin, Germany (Nationality: German)	Owner.
Unknown	Ultrakurzwellen in ihren medizinischbiologischen Anwendungen. (Ergebnisse der biophysikalischen Forschung. Bd. 1), 1938, xii, 308 p.	Hermann Dänzer (Nationality not established).	Georg Thieme Leipzig, Germany (Nationality: German)	Owner.
A. For. 46519	Determinanten. 1940, 216 p.	Heinrich Dörrie (Nationality not established).	R. Oldenbourg, München, Germany (Nationality: German).	Owner.
Unknown	Physikalische Chemie der Silikate, 2., völlig neubearb. Aufl., 1941, vii, 826 p.	Wilhelm Eitel (Nationality not established).	Johann Ambrosius Barth, Leipzig, Germany (Nationality: German).	Owner.
Unknown	Ergebnisse der Vitamin- und Hormonforschung, 1938–39. 2 vols. v. 1: xvi, 470 p. v. 2: xv, 520 p.	Hrsg. von L. Ruzicka und W. Stepp. Mit einem Vorwort von Sir Frederick Gowland Hopkins (Nationalities not established).	Akad. Verlagsges. Leipzig, Germany (Nationality: German).	Owner.
A. For. 23119	Untersuchungen über Aminosäuren, Polypeptide und Proteine, 1906–23, v. 2: ix, 922 p.	Emil Fischer (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
Unknown	Die Arzneimittel-Synthese 6. umgearb. Aufl. 1927, viii, 935 p.	Sigmund Fränkel (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
Unknown	Stereochemie, Eine Zusammenfassung der Ergebnisse und Grundlagen. 1932–33. 3 vols.	Karl Freudenberg (Nationality not established).	Franz Deuticke, Leipzig und Vienna, Germany (Nationality: German).	Owner.
Unknown	Differential- und Integralrechnung. Unter besonderer Berücksichtigung neuerer Ergebnisse. Unter Mitarbeit von Georg Aumann. 3 vol. 1. Einführung in die reelle Analysis. 2. Differentialrechnung. 3. Integralrechnung. (Göschens Lehrbücherei. Gruppe 1, Bd. 24–26.) 1938.	Otto Haupt (Nationality not established).	de Gruyter, Berlin, Germany (Nationality: German).	Owner.

EXHIBIT A—Continued

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested.
Unknown	Chemische Spektralanalyse, Unveränderter Nachdruck, 1939. vii, 138 p.	Adolf Henrici and G. Scheibe (Nationalities not established).	Akad. Verlagsges. Leipzig, Germany (Nationality: German).	Owner.
Unknown	Optische Pyrometrie. (Sammlung Vieweg, H. 115), 1938. vii, 134 p.	Fritz Hoffmann und Carl Tingwaldt (Nationalities not established).	Vieweg, Braunschweig, Germany (Nationality: German).	Owner.
A. For. 35803	Chemische Analysen mit dem Polarographen. (Anleitungen für die chemische Laboratoriumspraxis. Bd. 3), 1937, vii, 102 p.	Hans Hohn (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
Unknown	Die Chemie und chemische Technologie des Wassers. 1937, xii, 219 p.	Josef Holluta (Nationality not established).	Ferdinand Enke, Stuttgart, Germany (Nationality: German).	Owner.
A. For. 7186	Grundzüge der Getriebelehre. (Bibliothek der gesamten Technik. 384, 450), 1930–38. 2 vols., v. 1: xvi, 402 p.; v. 2: viii, 282 p.	Wiliy Jahr und Paul Knechtel (Nationalities not established).	Jänecke Leipzig, Germany (Nationality; German).	Owner.
Unknown	Einführung in die Wahrscheinlichkeitstheorie. 1932. iv, 182 p.	Erich Kamke (Nationality not established).	S. Hirzel, Leipzig, Germany (Nationality: German).	Owner.
Unknown	Flussäure, Kieselflusssäure und deren Metallsalze. Eigenschaften, Herstellung und Verwendung. (Enkes Bibliothek für Chemie und Technik. Bd. 24) 1936. 438 p.	Oscar Kausch (Nationality not established).	Ferdinand Enke, Stuttgart, Germany (Nationality: German).	Owner.
Unknown	Schmelzpunkt-Tabellen zue organischen Molekular-Analyse. 1928, xvi, 58, 766 p.	Richard Kempf und Fritz Kutter (Nationalities not established).	Vieweg, Braunschweig, Germany (Nationality: German).	Owner.
Unknown	Elektrische Flugzeugausrüstung, 2. verb. Aufl. (Luftfahrtlehrbücherei. Bd. 5) 1942, 135 p.	Bruno Klinker (Nationality not established).	de Gruyter, Berlin, Germany (Nationality: German).	Owner.
Unknown	Der Magenkrebs. 1938, vii, 263 p.	G. E. Konjetzny (Nationality not established).	Ferdinand Enke, Stuttgart, Germany (Nationality: German).	Owner.
Unknown	Kurzwellentherapie. 3. verb. und ergänzte aufl. 1936, 1940, 1943, 143 p.	Josef Kowarschik (Nationality not established).	Springer-verlag, Vienna, Germany (Nationality: German).	Owner.
Unknown	Die Grundlagen der Quantentheorie des Elektrons und der Strahlung. (Hand und Jahrbuch der chemischen Physik. Bd. 1, Abschn. 1, 2.) 1938, x, 602 p.	Hendrik Anthony Kramers (Nationality not established).	Akad. Verlagsges, Leipzig, Germany (Nationality: German).	Owner.
A. For. 34296	Die Transformatoren. Ihre Theorie, Konstruktion, Berechnung und Arbeitsweise. 3., umgearb. Aufl. (Die Wechselstromtechnik. Bd. 2), 1936, xv, 699 p.	Jens Lassen La Cour und Karl Faye-Hansen (Nationalities not established).	Julius Springer, Berlin, Germany (Nationality: (German.	Owner.
Unknown	Kriegsorthopädie. 1943, 435 p.	Max Lange (Nationality not established).	Ferdinand Enke Stuttgart, Germany: (Nationality: German).	Owner.
A. For. 48451	Passung und Gestaltung (Isa-Passungen), 1941, vi, 240 p.	Paul Leinweber (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 36918	Wahrscheinlichkeiten und Schwankungen. Vorträge von M. Czerny, K. Franz, F. Lubberger, J. Bartels, R. Beck, Veranstaltet durch den Verband Deutscher Elektrotechniker, Gau Berlin-Brandenburg, in Gemeinschaft mit dem Ausseninstitut der Technischen Hochschule zu Berlin. 1937, iv. 100 p.	F. Lubberger, ed. (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 48448	Hochspannungs-Praktikum. 1941, vi, 238 p.	Erwin Marx (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
Unknown	Ultraviolette Strahlen; ihre erzeugung, Messung und Enwendung in Medizin, Biologie und Technik. 1942, xi, 308 p.	A. Meyer (Nationality not established).	Gruyter, Berlin, Germany, (Nationality: German).	Owner.
Unknown	Vakuumtechnik im Laboratorium. Glasinstrumentenkunde. Bd. 3). 1937, 218 p.	Gunther Mönch (Nationality not established).	Wagner, Weimar, Germany (Nationality: German).	Owner.
Unknown	Durchlaufende Träger. Statische Berechnung mit konstantem und veränderlichem Trägheitsmoment. 2. neubearb. und verm. Aufl. Mit einem Anhang: Tabellen für die Momente und Querkräfte durchlaufender Träger. 1938, viii, 387 p.	Emil Mörsch (Nationality not established).	Wittwer, Stuttgart, Germany (Nationality: German).	Owner.
Unknown	Neuere Anschauungen der organischen Chemie. (Organische Chemie in Einzeldarstellungen. 1) 1940, x, 391 p.	Eugen Müller (Nationality not established).	Julius Springer Berlin, Germany (Nationality: German).	Owner.
Unknown	Grundlagen der Errichtung elektrischer Anlagen in explosionsgefährdeten Betrieben. 1940, viii, 160 p.	Dietrich Müller-Hillebrand (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: Germa).	Owner.
A. For. 33896	Das technische Eisen. Konstitution und Eigenschaften. 3., vermehrte Aufl. von Walter Ellender und Hans Esser. 1936. ix, 642 p.	Paul Oberhoffer (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
Unknown	Biographisch-literarisches Handwörterbuch für Mathematik, Astronomie, Physik und Geophysik, Chemie, Kristallographie und verwandte Wissensgebiete. Hrsg. von der Sächsischen Akademie der Wissenschaften zu Leipzig. v5: iv, 1428 p. v6: in 4 vols. (1936–1940): Lxxii, xxxii, 2975 p., 1926–1940.	Johann Christian Poggendorff (Nationality: not established).	Verlag Chemie, Berlin, Germany (Nationality: German).	Owner.
A., For., 4199, 25126, 44481.	Walzwerkwesen hrsg. im Auftrage des Vereins Deutscher Eisenhüttenleute. (Handbuch des Eisenhüttenwesens. Bd. 1–3), 1929–39.	Hohann Puppe, ed. (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
Unknown	Topologie der Polyeder und kombinatorische Topologie der Komplexe. (Mathematik und ihre Anwendungen in Monographien und Lehrbüchern, v. 17) 1938, ix, 196 p.	Kurt Reidemeister (Nationality not established).	Akad. Verlagsges, Leipzig, Germany (Nationality: German).	Owner.
Unknown	Elektrische Kippschwingungen, Wesen und Technik. (Physik u. Technik der Gegenwart. Abtlg. Fernmeldetechnik. Bd. 8), 1940. x, 154 p.	Heinz Richter (Nationality not established).	S. Hirzel, Leipzig, Germany (Nationality: German).	Owner.
A. For. 41209	Bauelemente der Feinmechanik. 2. Aufl., neu bearb. von Richard v. Voss unter Mitarbeit von Fritz Kozer. 1938. xi, 491 p.	Otto Richter und Richard von Voss (Nationalities not established).	VDI-Verlag, Berlin, Germany (Nationality: German).	Owner.
A. For. 39549	Hochspannungstechnik. 2., vollständig neubearb, und vermehrte Aufl. Hrsg. unter Mitwirkung von Alfred Imhof. 1938, ix, 624 p.	Arnold Roth (Nationality not established).	Julius Springer, Wien, Germany (Nationality: German).	Owner.
A. For. 23274	Die physikalischen und chemischen Grundlagen der Keramik. 1933, viii, 229 p.	Hermann Salmang (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 18242 and A. For. 27005.	Einführung in die physikalische Chemie der Eisenhüttenprozesse. 1932–34. 2 vols.: v. 1: Die chemisch-metallurgischen Reaktionen und ihre Gesetze. v. 2: Die Stahlerzeugung.	Hermann Schenck (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
Unknown	Methoden der Kristallstrukturbestimmung mit Röntgenstrahlen. Leitfaden für Studierende der Physik. Die Laue-Methode. 1982, xii, 173 p.	Ernst Schiebold (Nationality not established).	Akad. Verlagsges. Leipzig, Germany (Nationality: German).	Owner.
Unknown	Siebzehn Jahre Strahlentherapie der Krebse. Zürcher Erfahrungen 1919–1935. x, 340 p., 1937.	Hans Rudolf Schinz and Adolf Zuppinger (Nationalities not established).	George Thieme, Leipzig, Germany (Nationality: German).	Owner.
A. For. 31966	Die moderne Selektivschutztechnik und die Methoden zur Fehlerortung in Hochspannungsanlagen. 1936. viii, 418 p.	Manfred Schleicher, ed. (Nationality not established).	Julius Springer Berlin, Germany (Nationality: German).	Owner.
A. For. 45222	Technische Statik. Ein Lehrbuch zur Einführung ins technische Denken. 1939, ix, 386 p.	Wilhelm Schlink (Nationality not established).	Julius Springer Berlin, Germany (Nationality: German).	Owner.
A. For. 35187	Technische Oberflächenkunde. Feingestaltung und Eigenschaften von Grenzflächen technischer Körper, insbesondere der Maschinenteile. 1936. xv, 286 p.	Gustav Schmaltz (Nationality not established).	Julius Springer Berlin, Germany (Nationality: German).	Owner.

EXHIBIT A—Continued

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested.
A. For. 33563	Einführung in die technische Thermodynamik. 1937. viii, 314 p.	Ernst Schmidt (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
Unknown	Advances in the therapeutics of antimony. With a preface by Philip Manson-Bahr. With 10 diagrams, 1938. x, 257 p.	Hans Schmidt and Franz Maria Peter (Nationalities not established).	Georg Thieme Leipzig, Germany (Nationality: German).	Owner.
Unknown	Das Kohlenoxyd, seine Bedeutung und Verwendung in der technischen Chemie. 1935. viii, 235 p.	Jürgen Schmidt (Nationality not established).	Akad. Verlagsges. Leipzig, Germany (Nationality: German).	Owner.
Unknown	Neuere Verfahren zur Raffination von Olen und Fetten. 1931. 110 p.	Heinrich Schönfeld (Nationality not established).	Allgemeiner Industrie-Verlag Berlin, Germany (Nationality: German).	Owner.
A. For. 39196	Fernsehen; Die neuere Entwicklung insbesondere der deutschen Fernsehtechnik. Vortage von M. von Ardenne, E. Brüche, 1937, vi, 260 p.	Fritz Schröter, ed. (Nationality not established).	Julius Springer Berlin, Germany (Nationality: German).	Owner.
Unknown	Metallische Werkstoffe für Thermoelemente. (Beihefte zur Wirtschaft, Wissenschaft und Technik der Metalle und ihrer Legierungen. H. 10.) 1940, vii, 100 p.	Alfred Schulze (Nationality not established).	N. F. M.—Verlag, Berlin, Germany (Nationality: German).	Owner.
Unknown	Kokereiteer und Rohbenzol. (Sammlung chemischer und chemisch-technischer Vorträge. N. F., H. 44.), 1940, 216 p.	Lonis Schumann (Nationality not established).	Ferdinand Enke Stuttgart, Germany (Nationality: German).	Owner.
A. For. 29201	Die Mikrogasanalyse und ihre Anwendung. 1935, xi, 286 p.	Heinrich Schwarz (Nationality not established).	Haim Wien u. Leipzig, Germany (Nationality: German)	Owner.
Unknown	Elektrolytische Wanderung in flüssigen und festen Metallen. 1940, viii, 95 p.	Karl Ernst Schwarz (Nationality not established).	Johann Ambrosius Barth, Leipzig, Germany (Nationality: German).	Owner.
Unknown	Angewahdte Atomphysik. Eine Einführung in die theoretischen Grundlagen. 1938, ix, 461 p.	Rudolf Seeliger (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 16425	Lichtelektrische Zellen und ihre Anwendung. 1932. vii, 373 p.	Helmuth Simon and R. Suhrmann (Nationalities not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 40143	Die Theorie der Komplexität und der Allotropie. 1938. xii, 372 p.	Andreas Smits (Nationality not established).	Verlag Chemie Berlin, Germany (Nationality: German).	Owner.
A. For. 46670	Physik und Technik der Härte und Weiche. 1940, viii, 250 p.	Wilhelm Späth (Nationality not established).	Julius Springer Berlin, Germany (Nationality: German).	Owner.
A. For. 25809	Theorie und Praxis der Schwingungsprüfmaschinen. Anleitung zur Ausführung und Auswertung dynamischer Untersuchungen mit Hilfe künstlicher Erschütterungen. 1934, vi, 98 p.	Wilhelm Späth (Nationality not established).	Julius Springer Berlin, Germany (Nationality: German).	Owner.
A. For. 45648	Leitfaden zur Berechnung von Schallvorgängen. 1939 124 p.	Heinrich Stenzel (Nationality not established)	Julius Springer, Berlin, Germany (Nationality: German)	Owner.
Unknown	Moderne Eisentherapie. 1943, 120 p.	Rusolf Stodtmeister (Nationality not established)	Wissenschaftliche Verlagsges. Stuttgart. Germany (Nationality: German)	Owner.
Unknown	Die Präzisionsbestimmung von Gitterkonstanten nach der asymmetrischen Methode. 1940, v, 106 p.	M. Straumanis and C. Ievins (Nationalities not established)	Julius Springer, Berlin, Germany (Nationality: German)	Owner
Unknown	Mineralogische tabellen, im auftrage der Deutschen mineralogischen gesellschaft, herausgegeben von Hugo Strunz . . . mit 73 figuren im text. 1941, 287 p.	Hugo Strunz (Nationality not established)	Akad. Verlagsges, Leipzig, Germany (Nationality: German)	Owner.
A. For. 18903	Lamesche-Mathieuscheund verwandte Funktionen in Physik und Technik. (Ergebnisse der Mathematik und ihrer Grenzgebiete Bd. 3), 1932, viii, 116 p.	M. J. O. Strutt (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
Unknown	Ermittlung und Realität von Periodizitäten. Korrelationsrechnung. (Handbuch der Geophysik, Bd. 10, Lfg. 1), 1940, iv. 117 p.	Karl Stumpff (Nationality not established).	Gebruder Borntraeger, Leipzig, Germany (Nationality: German).	Owner.
Unknown	Lehrbuch der Metallographie; Chemie und Physik der Metalle und ihrer Legierungen. 4. erweiterte Aufl. 1932, xv, 536 p.	Gustav Tammann (Nationality not established).	Voss, Leipzig Germany (Nationality: German).	Owner
A. For. 21996	Elektrische Schmelzöfen. 1933, vi, 241 p.	Rudolf Taussig (Nationality not established).	Julius Springer, Wien, Germany (Nationality: German).	Owne .
Unknown	Stabilität elektrischer Drehstromkraft-Übertragung. 1940, vii, 222 p.	Andreas Timascheff (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner
A. For. 32767	Wahrscheinlichkeits-Rechnung und allgemeine Integrationstheorie. 1936, 160 p.	Erhard Tornier (Nationality not established).	Teubner, Leipzig, Germany (Nationality: German).	Owner.
A. For. 4547 and A. For. 24895.	Die Hormone. Ihre Physiologie und Pharmakologie. 1929–1934, 2 vols., vi; 351p., v. 2: x, 502 p.	Paul Trendelenburg (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
Unknown	Das Holz als Rohstoff. Seine Entstehung, stoffliche Beschaffenheit und chemische Verwertung. 1939, 436 p.	Reinhard Trendelenburg (Nationality not established).	Lehmanns Verlag, Berlin, Germany (Nationality: German).	Owner.
A. For. 34364	Die Herzkrankheiten; Klinik Röntgenbild und Elektrokardiogramm. 2., wesentlich erweiterte Aufl., xv, 422 p. 1936.	Paul Uhlenbruck (Nationality not established).	J. A. Barth, Leipzig, Germany (Nationality: German).	Owner.
A. For. 42528 and A. For. 48268.	Handbuch fur das Eisenhüttenlaboratorium. 1939–1941. v. 1: Die Untersuchungen der nichtmetallischen Stoffe. v. 2: Die Untersuchungen der metallischen Stoffe., v. 1: xv, 340p.; v. 2: xxi, 598p.	Verein Deutscher Eisenhüttenleute. Chemikerausschuss (Nationality not established).	Verl. Stahleisen, Düsseldorf, Germany (Nationality: German).	Owner.
A. For. 39553	Werkstoff-Handbuch Stahl and Eisen. Mit dem Werkstoffausschuss des Vereins deutscher Eisenhüttenleute und zahlreicher Fachgenossen bearbeitet von Karl Daeves. 2. vollständig neu bearb. Aufl. Düsseldorf; Verlag Stahleisen, 1937, 320 leaves.	Verein deutscher Eisenhüttenleute (Nationality not established).	Verlag Stahleisen Düsseldorf, Germany (Nationality: German).	Owner.
A. For. 20096	Die Luftstickstoffindustrie mit Berücksichtigung der chilenischen Industrie und des Kokereistickstoffes. 2., völlig neubearb. Aufl. (Chemische Technologie in Einzeldarstellungen), 1932, vii, 509p.	Bruno Waeser (Nationality not established).	Spamer, Leipzig, Germany (Nationality: German).	Owner.
A. For. 9432	Handbuch der Schwefelsaurefabrikation. 1930, 3 vols.	Bruno Waeser (Nationality not established).	Vieweg, Braunschweig, - Germany (Nationality: German).	Owner.
Unknown	Operatorenrechnung nebst Anwendungen in Physik und Technik. 1940, xiv, 448 p.	Karl Willy Wagner (Nationality not established).	Johann Ambrosius Barth, Leipzig, Germany (Nationality: German).	Owner.
A. For. 2381	Synthese der organischen Arzneimittel. 1928, x, 227 p.	Ernst Waser (Nationality not established).	F. Enke, Stuttgart, Germany (Nationality: German).	Owner.
A. For. 45406	Texturen metallischer Werkstoffe. 1939, vi, 194 p.	Guenter Wassermann (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 37883	Die Elektrokardiographie und andere graphische Methoden in der Kreislaufdiagnostik. 3. Aufl. 1937, xvii, 202 p.	Arthur Weber (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
Unknown	Die Atomkerne. Grunlagen und Anwendungen ihrer Theorie. (Physik und Chemie und ihre Anwendungen in Einzeldarstellungen, Bd. 2), 1937, viii, 214p.	Carl Friedrich von Weizsäcker (Nationality not established).	Akad. Verlagsges, Leipzig, Germany (Nationality: German.)	Owner.
A. For. 43696	Werkstoff Magnesium. 2., vollständig neu bearbeitete Aufl. 1939, viii, 164p.	Unknown	VDI-Verlag Berlin, Germany (Nationality: German.)	Owner.
A. For. 35801	Das Färben und Bleichen der Textilfasern in Apparaten. 1937, viii, 347p.	Paul Weyrich (Nationality not established.)	Julius Springer Berlin, Germany (Nationality: German).	Owner.
A. For. 41151	Physikochemische Grundlagen der histologischen Methodik. (Wissenschaftliche Forschungsberichte. Naturw. Reihe. 48), 1938, xi, 202p.	Karl Zeiger (Nationality not established).	Steinkopff Dresden, Germany (Nationality: German).	Owner.
Unknown	Hochfrequenz-Messtechnik. (Physik und Technik der Gegenwart, Abt. Fernmeldetechnik. Bd. 3.) 1938, xii, 223p.	Otto Zinke (Nationality not established).	S. Hirzel, Leipzig, Germany (Nationality: German).	Owner

EXHIBIT A—Continued

Column 1 Copyrighr numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested.
A. For. 13411	Handbuch der Pflanzenanalyse. 1931–1933. 4 v. in 6., vi; xii, 627 p.; v 2: xi, 973 p., v 3; pt. 1: xiii, 806 p. pt. 2: p. 807–1613; v 4; pt. 1: xii, 538 p. pt. 2: p. 839–1868.	Gustav Klein (Nationality not established).	Julius Springer, Wien, Germany (Nationality: German).	Owner
A. For. 29861	Handbuch der meteorologischen Instrumente und ihrer Ausvertung. 1935, xv, 733 p.	Ernst Kleinschmidt, ed (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner
A. For. 16983	Die gruppentheoretische Methode in der Quantenmechanik. 1932. (Grundlehren der mathem. Wissensch. 36), viii, 157 p.	Bartel Leendert van der Waerden (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner

[F. R. Doc. 44–10083; Filed, July 10, 1944; 10:44 a. m.]

[Vesting Order 500A–77]

COPYRIGHTS OF CERTAIN GERMAN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used hercin shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on February 26, 1944.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown	Ausfuhrliches Handbuch der Photographis, Vol. II, Pt. 2, 1927.	J. M. Eder (Nationality not established).	Wilhelm Knapp, Saale, Germany (Nationality: German).	Owner.
Unknown	Ausfuhrliches Handbuch der Photographie, Vol. III, Pt. 1, 6th Ed., 1930.	J. M. Eder (Nationality not established).	Wilhelm Knapp, Saale, Germany (Nationality: German).	Owner.

[F. R. Doc. 44–10084; Filed, July 10, 1944; 10:45 a. m.]

[Vesting Order 500A–78]

COPYRIGHTS OF CERTAIN GERMAN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers,

if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all rights to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on March 7, 1944.

[SEAL]

LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
A. For. 14646	Die Fabrikation pharmazeutischer und chemischtechnischer Produkte. viii, 487p., 1931.	Julius Schwyzer (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 13578 and and A. For. 40430 (suppl.).	Der Smekal-Raman Effekt. Ergänzungsband (1931–1937), 1938. 2 vols. (Struktur der Materie. Bd. 12, 19). 392 p. Suppl. ix, 288 p.	Karl Wilhelm Fritz Kohlrausch (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 4972	Langenscheidts Taschenwörterbuch der englischen und deutschen Sprache, i. t. Englisch-deutsch. 2. t. Deutsch-englisch. Sixth edition, 1929.	Edmund Klatt of Germany (Nationality: German).	Langenscheidtsche Verlagsbuchhandlung (Prof. G. Langenscheidt) g. m. b. h. Bahnstr. 29/30 Berlin-Schoneberg, Germany (Nationality: German).	Author and owner.
Unknown	Kolloide in der Technik. 2., völlig neu bearb. Aufl. (Wissenschaftliche Forschungsberichte. Naturwissenschaftliche Reihe Bd. 9.) vii, (1), 133 p. 1943.	Raphael Eduard Liesegang (Nationality not established).	Theodor Steinkopff, Dresden, Germany (Nationality: German).	Owner.
Unknown	Die chemischetechnischen Untersuchungsmethoden der Zellstoff und Papier-Industrie. ix, 690 p., 1943.	Rudolf Sieber (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.

[F. R. Doc. 44–10085; Filed, July 10, 1944; 10:45 a. m.]

[Vesting Order 500A–80]

COPYRIGHTS OF CERTAIN GERMAN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C. on April 4, 1944.

[SEAL]

JAMES E. MARKHAM,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
A. for. 37793	Die fabrikation der alkaloide. 1927	Julius Schwyzer of Germany (Nationality: German).	Julius Springer, Berlin, Germany (Nationality: German).	Author and owner.

[F. R. Doc 44–10086; Filed, July 10, 1944; 10:45 a. m.]

OFFICE OF DEFENSE TRANSPORTATION.

[Supp. Order ODT 20A–148]

CERTAIN TAXICAB OPERATORS

COORDINATED OPERATIONS IN CALUMET, LAURIUM, HOUGHTON, AND HANCOCK, MICH., AREA

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 and 2 hereof (hereinafter called "operators") pursuant to General Order ODT 20A (8 F.R. 9231), a copy of which plan is attached hereto as Appendix 3,[1] and it appearing that the operators propose, by the plan, to coordinate their taxicab operations within the area of Calumet, Laurium, Houghton, and Hancock, Michigan, so as to assure maximum utilization of their facilities, services and equipment, and to conserve and providently utilize vital equipment, materials and supplies, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered*, That:

1. The plan for joint action above referred to is hereby approved, and the operators are directed to place the plan into operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the operators shall forthwith file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order.

[1] Filed as part of the original document.

3. The provisions of this order shall not be construed or applied as to permit any operator named herein to alter his legal liability to any passenger. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing operating authority of any operator named herein, such operator forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the operators possessing or obtaining the requisite operating authority.

4. All records of the operators pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination with inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

5. The plan for joint action hereby approved and all contractual arrangements made by the operators to effectuate the plan shall not continue in operation beyond the effective period of this order.

6. Any operator duly authorized or permitted to operate taxicabs within the area herein described, and having suitable equipment and facilities therefor, may make application in writing to the Highway Transport Department, Office of Defense Transportation, Green Bay, Wisconsin, for authorization to participate in the plan. A copy of each such application shall be served upon each of the operators named in this order. Upon receiving authorization to participate in the plan, each such operator shall become subject to this order and shall thereupon be entitled and required to participate in the plan in accordance with all of the provisions and conditions of this order, in the same manner and degree as the operators named herein.

7. Communications concerning this order should refer to "Supplementary Order ODT 20A–148" and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Green Bay, Wisconsin.

8. This order shall become effective July 18, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 11th day of July 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

APPENDIX 1

Carl Cane, Cane's Taxi Service, 502 Elm Street, Calumet, Mich.

Peter H. Sarkisian, Peter's Taxi Service, 309 6th Street, Calumet, Mich.

William H. Stephens, Stephens Sales & Service, 334 Hecla Street, Laurium, Mich.

APPENDIX 2

Albert L. Bishop, Bishop's Taxi, 401 Sheldon Street, Houghton, Mich.

Raymond Eade, Ray's Cab, 209 Quincy Street, Hancock, Mich.

Neil Harrington, Neil's Taxi, 112 Quincy Street, Hancock, Mich.

[F. R. Doc. 44–10146; Filed, July 11, 1944; 9:21 a. m.]

[Supp. Order ODT 20A–149]

CERTAIN TAXICAB OPERATORS

COORDINATED OPERATIONS IN MEDFORD, OREG., AREA

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof (hereinafter called "operators") pursuant to General Order ODT 20A (8 F. R. 9231), a copy of which plan is attached hereto as Appendix 2,[1] and it appearing that the operators propose, by the plan, to coordinate their taxicab operations within the area of Medford, Oregon, so as to assure maximum utilization of their facilities, services and equipment, and to conserve and providently utilize vital equipment; materials and supplies, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the succesful prosecution of the war; *It is hereby ordered*, That:

1. The plan for joint action above referred to is hereby approved, and the operators are directed to place the plan into operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the operators shall forthwith file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order.

3. The provisions of this order shall not be construed or applied as to permit any operator named herein to alter his legal liability to any passenger. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing operating authority of any operator named herein, such operator forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the operators possessing or obtaining the requisite operating authority.

4. All records of the operators pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination with inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

5. The plan for joint action hereby approved and all contractual arrangements made by the operators to effectuate the plan shall not continue in operation beyond the effective period of this order.

6. Any operator duly authorized or permitted to operate taxicabs within the area herein described, and having suitable equipment and facilities therefor, may make application in writing to the Highway Transport Department, Office of Defense Transportation, Medford, Oregon, for authorization to participate in the plan. A copy of each such application shall be served upon each of the operators named in this order. Upon receiving authorization to participate in the plan, each such operator shall become subject to this order and shall thereupon be entitled and required to participate in the plan in accordance with all of the provisions and conditions of this order, in the same manner and degree as the operators named herein.

7. Communications concerning this order should refer to "Supplementary Order ODT 20A–149" and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Medford, Oregon.

8. This order shall become effective July 18, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 11th day of July 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

APPENDIX 1

W. B. Hamlin, Yellow Cab Company, 23 Willamette Avenue, Medford, Oreg.
W. D. Plumley, Terminal Cab Company, 105 East Eighth Street, Medford, Oreg.

[F. R. Doc. 44–10147; Filed, July 11, 1944; 9:21 a. m.]

[Supp. Order ODT 20A–150]

CERTAIN TAXICAB OPERATORS

COORDINATED OPERATIONS IN CLINTON, IND., AREA

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof (hereinafter called "operators") pursuant to General Order ODT 20A (8 F.R. 9231), a copy of which plan is attached hereto as Appendix 2,[1] and it appearing that the operators propose, by the plan, to coordinate their taxicab operations within the area of Clinton, Indiana, so as to assure maximum utilization of their facilities, services and equipment, and to conserve and providently utilize vital equipment, materials and supplies, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war; *It is hereby ordered*, That:

1. The plan for joint action above referred to is hereby approved, and the operators are directed to place the plan into operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the operators shall forthwith file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order.

3. The provisions of this order shall not be construed or applied as to permit any operator named herein to alter his legal liability to any passenger. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing operating authority of any operator named herein, such operator forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the operators possessing or obtaining the requisite operating authority.

4. All records of the operators pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination with inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

5. The plan for joint action hereby approved and all contractual arrangements made by the operators to effectuate the plan shall not continue in operation beyond the effective period of this order.

6. Any operator duly authorized or permitted to operate taxicabs within the area herein described, and having suitable equipment and facilities therefor, may make application in writing to the Highway Transport Department, Office of Defense Transportation, Terre Haute, Indiana, for authorization to participate in the plan. A copy of each such application shall be served upon each of the operators named in this order. Upon receiving authorization to participate in the plan, each such operator shall become subject to this order and shall thereupon be entitled and required to participate in the plan in accordance with all of the provisions and conditions of this order, in the same manner and degree as the operators named herein.

7. Communications concerning this order should refer to "Supplementary Order ODT 20A–150" and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Terre Haute, Indiana.

8. This order shall become effective July 18, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 11th day of July 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

APPENDIX 1

Victor Terrando, Clinton, Ind.
Walter Lester, Clinton, Ind.
John Coroso, Clinton, Ind.
Meuno Terrando, Clinton, Ind.
Roy Tyler, Clinton, Ind.

[F. R. Doc. 44–10148; Filed, July 11, 1944; 9:21 a. m.]

[1] Filed as part of the original document.

OFFICE OF PRICE ADMINISTRATION.

[MPR 120, Order 849]

COLWELL MINING CO., ET AL.

ESTABLISHMENT OF MAXIMUM PRICES

Order No. 849 under Maximum Price Regulation No. 120. Bituminous coal delivered from mine or preparation plant. Order establishing maximum prices and price classifications.

For the reasons set forth in an accompanying opinion, and in accordance with § 1340.210 (a) (6) of Maximum Price Regulation No. 120; *It is ordered:*

Producers identified herein operate named mines assigned the mine index numbers, the price classifications and the maximum prices in cents per net ton, for the indicated uses and shipments as set forth herein. All are in District No. 1. The mine index numbers and the price classifications assigned are permanent but the maximum prices may be changed by an amendment issued after the effective date of this order. Where such an amendment is issued for the District in which the mines involved herein are located and where the amendment makes no particular reference to a mine or mines involved herein, the prices shall be the prices set forth in such amendment for the price classification of the respective size groups. The location of each mine is given by county and state. Each producer is subject to all provisions of Maximum Price Regulation No. 120.

HELM COAL CO.-SUMNER ST. & W. M. RY., YORK, PA., BENEDICT NO. 2 MINE, FULTON SEAM, MINE INDEX NO. 5126, HUNTINGDON COUNTY, PA., SUBDISTRICT 39, RAIL SHIPPING POINT: DUDLEY, PA., STRIP MINE

	Size group Nos.				
	1	2	3	4	5
Price classification	B	B	B	B	C
By all methods of transportation and for all uses	425	425	390	365	350

HELM COAL CO., SUMNER ST. & W. M. RY., YORK, PA., BENEDICT NO. 1 MINE, BARNETT SEAM, MINE INDEX NO. 5125, HUNTINGDON COUNTY, PA., SUBDISTRICT 39, RAIL SHIPPING POINT: DUDLEY, PA., STRIP MINE

Price classification	B	B	B	B	C
By all methods of transportation and for all uses	425	425	390	365	350

KEPHART COAL CO., HOUTEDALE, PA., MORGANRUN MINE, B SEAM, MINE INDEX NO 5132, CLEARFIELD COUNTY, PA., SUBDISTRICT 15, RAIL SHIPPING POINT: STERLING SIDING NO. 4579 PA., DRIFT MINE.

Price classification	D	D	D	D	D
Rail shipment	360	340	335	325	325
Railroad locomotive fuel	320	320	305	295	295
Truck shipment	370	345	345	335	325

TOMER COAL COMPANY, 256 N. 6TH ST., INDIANA, PA., TOMER #2 MINE, D. SEAM, MINE INDEX NO. 5111, INDIANA COUNTY, PA., SUBDISTRICT 15, RAIL SHIPPING POINT: CLYMER, PA., STRIP MINE.

Price classification	F	F	F	F	F
Rail shipment	335	335	335	305	305
Railroad locomotive fuel	320	320	305	295	295
Truck shipment	360	335	335	325	315

COLWELL MINING COMPANY, KITTANNING, PA., COLWELL NO. 1 MINE, E SEAM, MINE INDEX NO. 5151, ARMSTRONG COUNTY, PA., SUBDISTRICT 10, RAIL SHIPPING POINT: LOGANSPORT, PA., STRIP MINE

	Size group Nos.				
	1	2	3	4	5
Price classification	H	H	H	J	J
Rail shipment	350	330	310	285	285
Railroad locomotive fuel	320	320	305	295	295
Truck shipment	350	330	330	310	300

DUGAN & REDDING, OSCEOLA MILLS, PA., D & R NO. 1 MINE, E SEAM, MINE INDEX NO. 5134, CLEARFIELD COUNTY, PA., SUBDISTRICT 14, RAIL SHIPPING POINT: MORGAN RUN JUNCTION, PA., STRIP MINE

Price classification	F	F	F	F	F
Rail shipment	335	335	335	305	305
Railroad locomotive fuel	320	320	305	295	295
Truck shipment	360	335	335	325	315

DUGAN & REDDING, OSCEOLA MILLS, PA., D & R NO. 2 MINE, C' SEAM, MINE INDEX NO. 5135, CLEARFIELD COUNTY, PA., SUB-DISTRICT 14, RAIL SHIPPING POINT: MORGAN RUN JUNCTION, PA., STRIP MINE

Price classification	F	F	F	F	F
Rail shipment	335	335	335	305	305
Railroad locomotive fuel	320	320	305	295	295
Truck shipment	360	335	335	325	315

DUNLO COAL CO., 1300 GRAHAM AVE., WINDBER, PA., TROY NO. 6 MINE, B SEAM, MINE INDEX NO. 5138, SOMERSET COUNTY, PA., SUB-DISTRICT 33, RAIL SHIPPING POINT: RUMMEL BRANCH, PA., STRIP MINE

Price classification	A	A	A	A	C
Rail shipment	385	370	360	345	330
Railroad locomotive fuel	320	320	305	295	295
Truck shipment	385	360	360	350	330

ROCHESTER & PITTSBURG COAL COMPANY, INDIANA, PA., BEECHTREE NO. 1 MINE, D SEAM, MINE INDEX NO. 5120, JEFFERSON COUNTY, PA., SUBDISTRICT 6, RAIL SHIPPING POINT: STATION NO. R. D. 3 BEECHTREE BRANCH B. & O. STRIP MINE

	Size group Nos.				
	1	2	3	4	5
Price classification	E	E	E	E	E
Rail shipment	355	335	335	315	315
Railroad locomotive fuel	320	320	305	295	295
Truck shipment	365	340	340	330	320

ROCHESTER & PITTSBURG COAL COMPANY, INDIANA, PA., BEECHTREE NO. 2 MINE, E SEAM, MINE INDEX NO. 5121, JEFFERSON COUNTY, PA., SUBDISTRICT 6, RAIL SHIPPING POINT: STATION NO. R. D. 3 BEECHTREE BRANCH B. & O. STRIP MINE

Price classification	F	F	F	F	F
Rail shipment	385	335	335	305	305
Railroad locomotive fuel	320	320	305	295	295
Truck shipment	360	335	335	325	315

STINEMAN COAL & COKE COMPANY, BROAD STREET STATION BLDG., PHILADELPHIA, PA., STINEMAN NO. 12 MINE, F SEAM, MINE INDEX NO. 5133, CAMBRIA COUNTY, PA., SUBDISTRICT 29, RAIL SHIPPING POINT: J. & S. C. SEC., JOHNSTOWN, PA., DEEP MINE

Price classification	E	E	E	E	E
Rail shipment	355	335	335	315	315
Railroad locomotive fuel	320	320	305	295	295
Truck shipment	365	340	340	330	320

PAUL E. BARRY, RICHLAND, PA., NO. 1 MINE, D SEAM, MINE INDEX NO. 5127, CLEARFIELD COUNTY, PA., SUBDISTRICT 13, RAIL SHIPPING POINT: IRVONA, PA., STRIP MINE

Price classification	F	F	F	F	F
Rail shipment	335	335	335	305	305
Railroad locomotive fuel	320	320	305	295	295
Truck shipment	360	335	335	325	315

PAUL E. BARRY, RICHLAND, PA., NO. 2 MINE, E SEAM, MINE INDEX NO. 5128, CLEARFIELD COUNTY, PA., SUBDISTRICT 13, RAIL SHIPPING POINT: IRVONA, PA., STRIP MINE

Price classification	F	F	F	F	F
Rail shipment	335	335	335	305	305
Railroad locomotive fuel	320	320	305	295	295
Truck shipment	360	335	335	325	315

BRADFORD COAL CO., BIGLER, PA., COOPER SMOKELESS #2A MINE, C SEAM, MINE INDEX NO. 5105, CLEARFIELD COUNTY, PA., SUBDISTRICT 8, RAIL SHIPPING POINT: MORRISDALE, PA., STRIP MINE

Price classification	F	F	F	F	F
Rail shipment	335	335	335	305	305
Railroad locomotive fuel	320	320	305	295	295
Truck shipment	360	335	335	325	315

CABLE BROTHERS, CAIRNBROOK, PA., CABLE MINE, C' SEAM, MINE INDEX NO. 5165, SOMERSET COUNTY, PA., SUBDISTRICT 38, RAIL SHIPPING POINT: CAIRNBROOK, PA., DEEP MINE

Price classification	D	D	D	D	D
Rail shipment	360	340	335	325	325
Railroad locomotive fuel	320	320	305	295	295
Truck shipment	370	345	[1]345	335	325

[1] Previously established.

This order shall become effective July 11, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 10th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10136; Filed, July 10, 1944; 4:42 p. m.]

[MPR 288, Order AG–1]

CERTAIN CANNED FRUITS

ADJUSTMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Territorial Director of the Office of Price Administration in Alaska by § 1418.354 (a) of Maximum Price Regulation No. 288, *It is hereby ordered:*

(a) The maximum retail prices of Silver Shore Applesauce (fancy 1 lb. 4 oz. tin) and Reliance Green Gage Plums (1 lb. 14 oz. glass) shown in § 1418.363 (1). Table XII of Maximum Price Regulation No. 288 are hereby adjusted and maximum retail prices for these items established as follows:

Brand style description	Container size or net weight	Ketchikan	Wrangell	Petersburg	Juneau-Douglas	Skagway-Haines	Sitka	Cordova
Applesauce, tin: Silver Shore Fancy	1 lb. 4 oz.	0.24	0.25	0.25	0.25	0.25	0.25	0.26
Plums, glass: Reliance Green Gage	1 lb. 14 oz.	.37	.37	.37	.37	.37	.38	.39

Brand style description	Container size or net weight	Valdez	Seward	Kodiak	Anchorage	Palmer	Fairbanks	Nome
Applesauce, tin: Silver Shore Fancy	1 lb. 4 oz.	0.26	0.26	0.27	0.30	0.31	0.33	0.29
Plums, glass: Reliance Green Gage	1 lb. 14 oz.	.39	.39	.39	.45	.47	.49	.42

(b) Unless previously revoked or amended this order shall remain in effect until superseded by an appropriate amendment to Maximum Price Regulation No. 288.

This order shall become effective May 22, 1944.

A copy of this order has been filed today with this office where it is open to inspection by the public.

Issued this 22d day of May 1944.

DONALD J. O'CONNOR,
Acting Alaska Director OPA.

[F. R. Doc. 44-10135; Filed, July 10, 1944; 4:42 p. m.]

[RPS 40, Corr. to Order 7]

E. T. FRAIM LOCK CO.

ADJUSTMENT OF MAXIMUM PRICES

Paragraph (c) of Order No. 7 under § 1346.6a (a) of Revised Price Schedule No. 40 is corrected to read as follows:

(c) All prayers in the application of the E. T. Fraim Lock Company not granted in this order are denied.

This correction shall be effective as of June 13, 1944.

Issued this 11th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10185; Filed, July 11, 1944; 11:56 a. m.]

[FPR 1, Order 1 Under Supp. 5]

PACKED CITRUS PRODUCTS OF THE 1944 AND LATER PACKS

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued at the same time as this order, and in accordance with section 4 (c) of Supplement 5 to Food Products Regulation 1, *It is ordered:*

(a) For grapefruit juice packed in any container size during the period May 1, 1944 through September 30, 1944, no reduction in maximum prices under section 4 (c) shall be made by processors in any stated or area listed in the table in section 4 (a) for sales to government procurement agencies.

(b) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 12, 1944.

(56 Stat. 23, 765; Pub. Law 151; 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9238, 8 F.R. 4681)

Issued this 11th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-10182; Filed, July 11, 1944; 11:53 a. m.]

[MPR 188, Amdt. 3 to 2d Rev. Order A-3]

SPECIFIED BUILDING MATERIALS AND CONSUMERS' GOODS OTHER THAN APPAREL

ADJUSTMENT OF MANUFACTURERS' MAXIMUM PRICES

An opinion accompanying this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.

Second Revised Order No. A-3 issued under §1499.159b of Maximum Price Regulation No. 188 is amended by adding the following commodity to the list set forth in paragraph (e) (2):

Furniture frames

This amendment shall become effective on the 12th day of July 1944.

Issued this 11th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-10180; Filed, July 11, 1944; 11:53 a. m.]

Regional and District Office Orders.

[Region V Order G-1 Under Gen. Order 50]

MAXIMUM PRICES FOR MALT BEVERAGES IN DESIGNATED SOUTHERN STATES

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of Region V of the Office of Price Administration by General Order No. 50 issued by the Administrator of the Office of Price Administration, it is hereby ordered:

SECTION 1. *Purpose of order.* It is the purpose of this order to establish specific maximum prices for malt beverages as defined in this order, either in containers or on draught when sold or offered for sale at retail by any eating or drinking establishment for "consumption on the premises."

SEC. 2. *Geographical applicability.* The provisions of this order extend to all eating and drinking establishments located in Region V of the Office of Price Administration, except those specifically exempted by section 5. Region V of the Office of Price Administration includes all of the territory located within the outermost geographical boundaries of the States of Arkansas, Kansas, Louisiana, Missouri, Oklahoma and Texas.

SEC. 3. *Ceiling prices.* (a) On and after July 31, 1944, if you operate an eating or drinking establishment, you may not sell or offer for sale any beverage subject to this order at prices higher than the applicable ceiling prices listed in Appendix A. You may, of course, charge lower prices at any time.

(b) If you sell any beverages subject to this order which are not specifically listed in Appendix A hereof, and if you believe that the maximum price specified under the applicable heading "All other brands not listed in this Appendix A" is not appropriate to such beverage you may make application to the Regional Office, Office of Price Administration, Region V, Dallas, Texas, requesting that such beverage be specifically listed in Appendix A hereof. With or without such application the Regional Office of the Office of Price Administration, Region V, Dallas, Texas, may, at any time, add new or unlisted beverages, brands, types or sizes, together with maximum prices for same to the lists set forth in Appendix A hereof.

Malt beverages in container sizes for which prices are not specified in Appendix A shall remain subject to Maximum Price Regulation No. 259.

(c) You may not add any taxes to your ceiling prices set forth in Appendix A hereof except those specifically provided therein, as all other taxes were taken into consideration in establishing the ceiling prices for each group, as set forth in Appendix A.

(d) You may not add any sum as a bottle deposit to the maximum prices established in Appendix A for the Group in which you belong.

SEC. 4. This order divides eating and drinking establishments into three groups. Different ceiling prices are established herein for each group, and the prices for each group are listed in Appendix A of this order.

(a) *In what group an establishment belongs.* In determining the group in which an establishment belongs its legal ceiling prices under Maximum Price Regulation 259 shall include all taxes in effect during the applicable base period except those which were stated and collected separately.

(1) An establishment, except a new seller, (See definition in paragraph (e) of this section 4) belongs in Group 1B if:

(i) During the base period of April 4-10, 1943, or after that period but before the effective date of this order, the establishment had legal ceiling prices under Maximum Price Regulation No. 259 for some or all of the brands of malt beverages listed in Table II of Appendix A of this order; and

(ii) The legal ceiling price for the greatest number of the brands listed in Table II of Appendix A of this order for which it had thus established a ceiling price was 19¢ or more per 12-ounce bottle.

(2) An establishment, except a new seller, (See definition in paragraph (e) of this section 4) belongs in Group 2B if:

(i) During the base period of April 4-10, 1943, or after that period but before the effective date of this order, the establishment had legal ceiling prices under Maximum Price Regulation No. 259 for some or all of the brands of malt beverages listed in Table II of Appendix A of this order; and

(ii) The legal ceiling price for the greatest number of the brands listed in Table II of Appendix A of this order for which it had thus established a ceiling price was less than 19¢ but not less than 15¢ per 12-ounce bottle.

(3) If, before the effective date of this order, an establishment did not sell any of the brands of beer listed in Table II of Appendix A of this order but did sell one or more of the brands of beer listed in Table I, then the establishment shall determine its group by following the same method set out in subparagraphs (1) and (2) above, except that it shall be in Group 1B if the price for the greatest number of the brands listed in Table I which it sold was 24¢ or more per 12-ounce bottle, and it shall be in Group 2B if the price for the greatest number of brands listed in Table I which it sold was less than 24¢ but not less than 20¢ per 12-ounce bottle.

(4) An establishment belongs in Group 3B if it does not qualify for either Group 1B or Group 2B.

(b) *How an establishment obtains permission to use Group 1B or Group 2B Prices.* (1) Each separate establishment, even though under the same ownership or management, must be separately and individually classified into its proper group (example, if there is a coffee shop, a main dining room, a special function room, and a snack bar in a hotel, owned and operated by the same person, each one of those four eating or drinking places is considered a separate establishment and must separately determine its proper group).

(2) If, before the issuance of this order, an eating or drinking establishment which desires to be classified in Group 1B or Group 2B has filed prices for items listed in either Table I or Table II of Appendix A of this order with its War Price and Rationing Board, in accordance with the provisions of General Order No. 50,[1] such establishment shall file a report with its War Price and Rationing Board setting forth the information required by Form G. O. 50 V 1-1.[2] This report shall be filed in duplicate.

(3) If, before the issuance of this order, an establishment which desires to be classified in Group 1B or Group 2B did not file prices for any items listed in Table I or Table II of Appendix A of this order, it shall file a report in duplicate with the appropriate District Office, giving all the information required by Form G. O. 50 V 1-1.[2]

(4) The report required by this section shall be considered to be filed only:

(i) When such report, properly signed, and in duplicate is received by the appropriate War Price and Rationing Board or appropriate District Office, as the case may be; or

(ii) When such report, properly signed, and in duplicate is mailed, registered mail, addressed to the appropriate War Price and Rationing Board or appropriate District Office, as the case may be.

(c) *When an establishment may use the prices set forth in this order.* (1) Group 3B prices may be used by any establishment subject to this order on and after July 31, 1944.

(2) An establishment may use Group 1B or Group 2B prices on and after July 31, 1944, if:

(i) It has received permission from the War Price and Rationing Board or District Office with which it filed Form G.O. 50 V-1-1, or (ii) the War Price and Rationing Board or District Office has not denied the permission and 20 days have elapsed since the establishment filed Form G.O. 50 V-1-1 with the appropriate War Price and Rationing Board or District Office.

(d) *Determination by War Price and Rationing Boards and District Offices of the proper group for an establishment.* (1) If an establishment has filed prices for malt beverages with its War Price and Rationing Board, in accordance with General Order No. 50,[1] and those prices show that the establishment is entitled to use the prices of Group 1B or Group 2B under this order, the War Price and Rationing Board, upon receipt of a report filed pursuant to paragraph (b) of this section 4, shall notify the establishment that it may use either Group 1B or Group 2B prices, as the case may be, and forward to such establishment a placard showing the Group to which the establishment belongs. This determination shall be subject to further action on the part of the District Director, as hereinafter provided.

(2) If an establishment has filed prices with the War Price and Rationing Board, as required by General Order No. 50,[1] showing its ceiling prices for malt beverages and those prices are lower than the prices which would entitle the establishment to use Group 2B prices, the War Price and Rationing Board shall notify the establishment that it may not use either Group 1B or Group 2B prices and shall forward the report filed by such establishment to the District Director. In such event, the establishment shall not sell malt beverages at prices higher than Group 3B prices until and unless an order is issued by the District Director granting the establishment permission to use higher prices.

(3) If an establishment which filed a report seeking to use Group 1B or Group 2B prices has been refused such permission by the appropriate War Price and Rationing Board because the prices for malt beverages previously filed by such establishment pursuant to General Order No. 50[1] are lower than the prices which would entitle such establishment to use the Group 1B or Group 2B prices, said prices for malt beverages filed pursuant to General Order No. 50[2] shall be deemed by the District Director to reflect the legal ceiling prices of the establishment. In response to an application for redetermination of the proper Group for an establishment, the District Director may permit such seller to use prices higher than Group 3B if the establishment presents to him clear and unmistakable evidence that it actually had legally established ceiling prices under Maximum Price Regulation No. 259 for malt beverages higher than those originally filed with the War Price and Rationing Board. In determining whether the establishment is entitled to use Group 1B or Group 2B prices, the District Director will take into consideration the type of establishment, prices which it charges for items not covered by this order, and the established ceiling prices of other sellers of the same type in that community whose operations are similar and who would normally be expected to have approximately the same prices. He will also consider the general level of prices of beer and other food items sold by eating or drinking establishments in that community, as compared with the reported prices of the establishment seeking to use Group 1B or Group 2B prices.

(4) If an establishment did not file prices for malt beverages with the War Price and Rationing Board pursuant to General Order No. 50[1], but did file prices for food items which it sold, and if its near-by competitors who operate the same type of establishment and who would normally be expected to have approximately the same prices, did file prices for malt beverages with the War Price and Rationing Board, the District Director, in passing upon the report of the establishment shall give due weight to the prices for malt beverages filed by such near-by competitors and to the prices for food items filed by the establishment and its near-by competitors.

(5) If the determination of the appropriate group of an establishment cannot be made on the basis of the criteria set forth in subparagraph (1), (2), (3), or (4) above, the District Director shall consider all pertinent evidence presented by the establishment in support of its allegation that it had legal ceiling prices under Maximum Price Regulation No. 259 sufficiently high to entitle it to use either Group 1B or Group 2B prices. He shall also consider any other evidence which he may obtain from the applicant or from other sources. He shall give consideration to the relationship between the requested prices and the prices of such establishment for food and beverage items not covered by this order, and to the legal ceiling prices for items covered by this order and for food and beverage items not covered by this order sold by other establishments in the community.

(6) The District Director may require an establishment which has been per-

[1] 8 F.R. 4808.

[2] A sample of Form G. O. 50 V 1-1 appears in Appendix B. Copies of Form G. O. 50 V 1-1 may be obtained from your War Price and Rationing Board or your District Office.

mitted to use the prices of Group 1B or Group 2B to use the prices of a proper lower price group if he finds, upon applying the criteria set forth in paragraph (1–5), inclusive, of this paragraph (d) of section 4, the establishment has failed to prove that its actual legal ceiling prices under Maximum Price Regulation No. 259 entitle it to use the prices of the higher price group.

Any establishment which has been placed in a particular group by action of its War Price and Rationing Board may make application to the District Director for redetermination of its appropriate group. Such application must be filed with the District Office within fifteen days after the letter from the War Price and Rationing Board was mailed to the establishment notifying it of its group classification. In considering such application the District Director shall apply the criteria set forth in this paragraph (d) of section 4.

(e) *New sellers.* (1) A "new seller" for the purposes of this order means:

(i) Any eating or drinking establishment which was not selling malt beverage before the effective date of this order, or

(ii) Any eating or drinking establishment located in any District of Region V of the Office of Price Administration listed below which did not establish a legal ceiling price for malt beverages under Maximum Price Regulation No. 259 before the date set forth below opposite its appropriate District Office city:

Districts:	*Dates*
Little Rock, Ark	Sept. 10, 1943
Shreveport, La	Aug. 9, 1943
Oklahoma City, Okla	July 21, 1943
Tulsa, Okla	July 16, 1943
Dallas, Tex	Oct. 10, 1943
Fort Worth, Tex	July 26, 1943
Houston, Tex	Sept. 17, 1943
Lubbock, Tex	Nov. 1, 1943
San Antonio, Tex	Sept. 15, 1943

(2) All new sellers are automatically in Group 3B. Any new seller may, either before or after commencing the sale of malt beverages, file an application with the appropriate District Office requesting that his establishment be classified into the same group to which the nearest similar eating or drinking establishment of the same type belongs. Until his application is acted upon and his establishment is so classified, it must retain the classification of a Group 3B seller, and must observe the ceiling prices as provided for that Group in Appendix A hereof. All such applications for classification must contain the following information:

(i) Name and address of the establishment and of its owner or owners.

(ii) A description of the establishment showing its type (such as night club, hotel, restaurant, tavern) and the date it began operating.

(iii) The ceiling prices by brand name and container size of all beverages sold since it opened for business.

(iv) The names of the three nearest eating and drinking establishments of the same type, and their group number as determined under this order.

(v) Any other information pertinent to such application, or which may be requested by the District Office.

If the District Director determines from the evidence before him that the applicant's establishment is of the same type as its near-by competitor and its type of operation is such that under normal conditions it would establish prices the same or approximately the same as its near-by competitor, and that its near-by competitor is classified in Group 1B or Group 2B, the District Director may classify the applicant in the proper higher priced group.

SEC. 5. *Exempt sales.* The following sales of malt beverages are exempt from the operation of this order. However, unless they are otherwise exempt from price control, they shall remain subject to the appropriate maximum price regulation:

(a) Sales by persons on board common carriers, including railroad dining cars, club bars, bar cars, and buffet cars, or sales otherwise governed by Restaurant Maximum Prices Regulation 1 (Dining Car Regulation).

(b) Sales to patients by public and private hospitals.

(c) Sales by eating cooperatives formed by members of the Armed Forces (as, for example, officers' mess) operated as a non-profit cooperative (where no part of the net earnings inures to the benefit of any individual), and substantially all sales of which are made to members of the Armed Forces who are members of the cooperative.

(d) Sales by the War Department or the Department of the Navy of the United States through such Departments' sales stores, including commissaries ships' stores ashore, and by stores operated as army canteens, post exchanges, or ships' activities.

(e) Sales by "hotel room service"; *Provided*, The hotel prior to the effective date of this order customarily made "hotel room service" sales at legal ceiling prices different than those charged by other eating or drinking establishments operated in the hotel; and *Provided further*, That the hotel shall within 60 days after the effective date of this order notify its War Price and Rationing Board that it claims this exemption and the basis upon which such claim is made.

"Hotel room service" means the sale of malt beverage by a hotel to a person where the delivery of the malt beverage is made to the guest room of a person registered as a bona fide guest in the hotel.

(f) Sales at a function of any fraternal, religious, or charitable organization; provided such sales meet all of the following requirements:

(1) The function does not occur more than twice a year, and

(2) The function does not continue for more than three days at a time, and

(3) None of the proceeds accrue to the benefit of any private individual or to any corporation organized for profit, and all of the proceeds are used for charitable purposes, and

(4) The sales of malt beverage are not made by a concessionaire.

(g) Sales by bona fide private clubs insofar as such clubs sell only to members or bona fide guests of members. Whenever such clubs sell to persons other than members or bona fide guests of members, such clubs shall be considered for all sales an eating or drinking establishment and subject to this order. No club shall be considered to be exempt as a private club, within the meaning of this subparagraph, unless its members pay dues (more than merely nominal in amount), are elected to membership by a governing board, membership committee or other body, and unless it is otherwise operated as a private club.

No club organized after the effective date of this order shall be exempt unless and until it has filed a request for exemption with the appropriate District Office, furnishing such information as may be required, and has received a communication from such office authorizing exemption as a private club. The District Director is hereby authorized to approve or disapprove such applications.

SEC. 6. *Evasion.* If you are an operator of an eating or drinking establishment you must not evade the ceiling prices established by this order by any type of scheme or device; among other things (this is not an attempt to list all evasive practices) you must not:

(a) Institute or increase any cover, minimum, bread and butter, service, corkage, entertainment, checkroom, parking or other special charges which you did not legally have in effect on the effective date of this order.

(b) Require as a condition of sale of a beverage the purchase of other items or meals, except, that during the hours 11:30 a. m. to 1:30 p. m. and the hours 6:00 p. m. to 8:00 p. m., any eating or drinking establishment which derives not less than 70 percent of its gross revenue from the sale of prepared food items (not including beverage items) sold for consumption on the premises may refuse to sell malt beverages for consumption on the premises during those hours to persons who do not also purchase food items.

SEC. 7. *Records and menus.* If you are an operator of an eating or drinking establishment subject to this order you must observe the requirements of General Order 50,[1] as well as any applicable Restaurant Maximum Price Regulation, with reference to the filing and keeping of menus and the preservation and keeping of customary and future records. Among other provisions of General Order No. 50,[1] are the following:

(a) Preserve all existing records relating to prices, cost and sales of food items, meals and beverages;

(b) Continue to prepare and maintain such records as have been ordinarily kept;

(c) Keep for examination by the Office of Price Administration two copies of each menu used by the establishment each day, or a daily record in duplicate of the prices charged for food items, beverages and meals, except that prices need not be recorded which are the same

[1] See note, p. 7797.

as or less than prices previously recorded for the same items, beverages, or meals. If the establishment has customarily used menus, it must continue to do so.

SEC. 8. *Posting of prices.* If you are an operator of an eating or drinking establishment you must post and keep posted, the ceiling prices of the beverages subject to this order sold by your establishment, either by:

(a) Supplying the customers menus or bills of fare showing the beverages subject to this order which are sold by the establishment; and showing the brand name, quantity and ceiling price of each kind and type of bottled malt beverage, and the quantity and ceiling price of all malt beverages sold on draught, or

(b) Posting a sign giving the same information as required on menus or bills of fare by paragraph (a) above. Such a sign must be posted in the establishment at a place where it can be easily read by the customers.

(c) No establishment which fails to comply with the posting provisions of this section 8 may sell any malt beverages covered by this order at higher than the prices prescribed for Group 3B during the time such establishment is not in compliance with this section 8.

SEC. 9. *Posting of group number.* If you operate an eating or drinking establishment selling at retail beverages subject to this order you must post, and keep posted, in the premises a card clearly visible to purchasers showing the group number of your establishment as classified under this order. You must post either the card which, upon request, your War Price and Rationing Board will furnish you for this purpose, or a reasonably accurate facsimile thereof. If at any time you fail to have the card posted in your establishment as required in this section 9, you may not during that time sell any malt beverage covered by this order at prices higher than those provided for Group 3B sellers.

SEC. 10. *Receipts and sales slips.* Regardless of whether receipts have customarily been used, upon request by any customer at the time of payment, a receipt containing a full description of the beverage sold and the price of same must be given to the customer.

If you have customarily used receipts or sales slips you may not now discontinue the practice.

SEC. 11. *Operation of several establishments.* If you own or operate more than one establishment selling beverages subject to this order you must do everything required by this order for each establishment separately.

SEC. 12. *Transfers of business or stock in trade.* If the business, assets, or stock in trade of any establishment are hereafter sold or otherwise transferred, or have been sold or transferred subsequent to April 10, 1943, and the transferee carries on the business or continues to sell malt beverages covered by this Order in the same location, the maximum prices of the transferee shall be the same as those to which its transferor would have been subject if no such transfer had taken place, and its obligation to keep records sufficient to verify such prices shall be the same. The transferor shall either preserve and make available or turn over to the transferee all records of transactions prior to the transfer which are necessary to enable the transferee to comply with the record provisions of this regulation.

SEC. 13. *Changes in location.* If any establishment is hereafter moved to a new location, the establishment shall be considered a new seller under this order and shall determine its prices under the provisions of section 4, paragraph (e).

SEC. 14. *Enforcement.* If you violate any provision of this Order you are subject to the criminal penalties, civil enforcement actions, suits for treble damages, and proceedings for suspensions of licenses, provided for by the Emergency Price Control Act of 1942, as amended.

SEC. 15. *Licensing.* The provisions of Licensing Order No. 1, licensing all persons who make sales under price control, are applicable to all sellers subject to this order. If you are a seller subject to this order your license may be suspended for violation of the license or of the order. If your license is suspended you may not, during the period of suspension, make any sale for which your license has been suspended.

SEC. 16. *Relation to other maximum price regulations.* On or after July 31, 1944, this order supersedes the provisions of Maximum Price Regulation No. 259, and any orders issued by any District Director under General Order No. 50[1] insofar as such regulations or orders are applicable to sales at retail by eating or drinking establishments of beverages subject to this order.

SEC. 17. *Definitions.* (a) "Malt beverage" is any malt or cereal malt beverage produced either within or without the Continental United States, and including, without limitations, those beverages commonly called beer, lager beer, ale, porter, stout, near beer and combinations thereof.

(b) "Beer" unless the context requires otherwise means "malt beverage".

(c) "On draught" means dispensed by a seller at retail from any container of ⅛ barrel or larger size.

(d) "Eating or drinking establishment" shall include any place, establishment, or location, whether temporary or permanent, in which any prepared food item or meal, or any beverage is sold for "consumption on the premises." Sales of malt beverages by grocery stores, ice houses, and other eating or drinking establishments for consumption off the premises shall not be subject to this order but shall remain subject to the applicable Maximum Price Regulation.

(e) "Consumption on the premises" as applied to sales of malt beverages means any sale of malt beverage "on draught", or any sale of bottled malt beverage when the container is opened by the seller, or opened on or about the seller's premises.

(f) "Appropriate War Price and Rationing Board" or "its War Price and Rationing Board" means the War Price and Rationing Board of the Office of Price Administration having jurisdiction over the locality in which the establishment is situated.

(g) "Appropriate District Office" means the District Office of the Office of Price Administration having jurisdiction over the locality in which the establishment is situated.

(h) "District Director" means the District Director of the appropriate District Office.

(i) "Other definitions." Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942, as amended, and in § 1499.20 of the General Maximum Price Regulation, as amended, shall apply to the other terms used herein.

SEC. 18. *Petitions for amendment.* Any person dissatisfied with any of the provisions of this order may request the Office of Price Administration to amend the order. Such petition for amendment must be filed in accordance with the provisions of Revised Procedural Regulation No. 1, except that the petition for amendment shall be directed to, filed with, and acted upon, by the Regional Administrator, Region V, Office of Price Administration, Dallas, Texas.

SEC. 19. *Revocation and amendment.* This order may be revoked, amended, or corrected at any time.

SEC. 20. *Appendix A: Maximum prices for malt beverage items.* The prices set forth in the following five tables include all taxes and other charges and no additions may be made to such prices, except:

(1) Sellers who are required to pay the Federal Excise Tax, commonly called the "cabaret tax", may add the exact amount of such tax to the prices prescribed in these tables: *Provided*, Such tax is separately stated and collected.

(2) Any sales tax imposed by the law of the state, or sub-division thereof, in which the seller's establishment is located, which is required to be collected upon such sale and which is required to be or permitted to be passed on by the seller, may be collected in addition to the prices set forth in these tables: *Provided*, That such tax is separately stated and collected.

TABLE I—MAXIMUM PRICES PER BOTTLE FOR THE RESPECTIVE CONTAINER SIZES FOR ALL OF THE BRANDS OF MALT BEVERAGES LISTED IN THIS TABLE I

LIST OF PRICES

Group 1B		Group 2B		Group 3B	
12 oz.	32 oz.	12 oz.	32 oz.	12 oz.	32 oz.
20¢	50¢	21¢	45¢	18¢	40¢

LIST OF BRANDS

Ballentine's Beer.
Barbarossa.
Blatz Pilsener.
Budweiser.
Burger Brau.
Canadian Ace.
Coors.
Country Club.
Embassy Club.
Fox Head Lager.
Fox Head—400.
Gold Coast.
Grain Belt.
Hamm's Preferred.
Heilman's O. S. Lager.
Heilman's O. S. Export.
Kingsbury Pale.
Lemp Black Label.
Medford Lager.
Miller's High Life.
Muehlbach Pilsener.
Pabst Blue Ribbon.
Peerless Amber.
Port Premo.
Ruby.
Schlitz.
Trim.

TABLE II—MAXIMUM PRICES PER BOTTLE FOR THE RESPECTIVE CONTAINER SIZES FOR ALL OF THE BRANDS OF MALT BEVERAGES LISTED IN THIS TABLE II

LIST OF PRICES

Group 1B		Group 2B		Group 3B	
12 oz.	32 oz.	12 oz.	32 oz.	12 oz.	32 oz.
21¢	40¢	16¢	35¢	13¢	30¢

LIST OF BRANDS

ABC.
Acme Beer.
Acme Ale.
Alpen Brau.
Berlin Lager.
Birk's.
Birk's Trophy.
Blue Bonnet.
Bohemia (Domestic).
Burger Beer.
Burgomeister.
Capitol.
Champagne Velvet.
Cook's Goldblume.
Cream Top.
Crown Select.
Dick's Pilsener.
Dixie.
Downs.
Eagle.
Edelweiss.
Eulberg.
Falstaff.
Fischback.
Fortune.
4 Crown X.
4 X.
Fox Deluxe.
Gold Crest.
Gold Label.
Gold Medal.
Gold Seal.
Grand Prize.
Griesidieck.
Haas Extra Pale.
Hapsburg.
Harry Mitchell Lager.
Harry Mitchell Premium.
High Brau.
Highland.
Hyde Park.
Jax.
Jefferson.
Jung's Pilsener.
Kato White Label.
Koernig's Brau.
Koller.
Lang.
Lemp Red Label.
Lone Star.
Manhattan.
Metz Jubilee.
Miller's Export.
Monterrey (Domestic).
Old Gold.
Old Imperial.
Old King.
Old Timer.
Pearl.
Pine Tree.
Pioneer.
Pioneer Victory Beer.
Polo Beer.
Pom-Roy.
Prager.
Prima 3 Star.
Prima.
Prince of Pilsener.
Progress.
Regal.
Schmidt City Club.
Schott's Highland.
Shawano Club Beer.
Shiner.
Silver Cream.
Silver Fox.
Southern Select.
Staats.
Stag.
Standard Wirthbru.
Stern Brau.
Storck.
Tivoli.
Topaz.
Town Club.
Trophy.
White Seal.
Zoller's.
Zoller's Blackhawk.
Zoller's Pilsener.
Zoller's Topping.

TABLE III—MAXIMUM PRICES PER BOTTLE FOR THE RESPECTIVE CONTAINER SIZES FOR THE RESPECTIVE BRANDS OF MALT BEVERAGES LISTED IN THIS TABLE III

Brand	Group 1B		Group 2B		Group 3B	
	12 oz.	7 oz.	12 oz.	7 oz.	12 oz.	7 oz.
	Cts.	*Cts.*	*Cts.*	*Cts.*	*Cts.*	*Cts.*
Mexican beer [1]	30	20	25	15	25	15
Van Merritt Beer	30	-----	25	-----	25	-----
Ballentine's Ale	30	-----	25	-----	20	-----
Buckingham Ale	30	-----	25	-----	20	-----
Burger Ale	30	-----	25	-----	20	-----
Pabst Ale	30	-----	25	-----	20	-----
Red Top Ale	30	-----	25	-----	20	-----
Twenty Grand Ale	30	-----	25	-----	20	-----

[1] "Mexican Beer" means all malt beverages produced in the Republic of Mexico. Prices for "Mexican Beer" shown in the 12 oz. column above include 12 oz. bottles and bottles of approximately 11 oz. Prices for "Mexican Beer" shown in the 7 oz. column above include bottles of approximately 7 oz. commonly known as "splits".

TABLE IV—MAXIMUM PRICES PER BOTTLE IN THE RESPECTIVE CONTAINER SIZES FOR ALL BRANDS OF MALT BEVERAGES NOT LISTED IN TABLES I, II, OR III.

Group 1B		Group 2B		Group 3B	
12 oz.	32 oz.	12 oz.	32 oz.	12 oz.	32 oz.
21¢	40¢	16¢	35¢	13¢	30¢

TABLE V—MAXIMUM PRICES FOR DRAUGHT BEER EXPRESSED IN CENTS PER OUNCE EXCLUSIVE OF FOAM FOR THE RESPECTIVE GROUPS FOR THE BRANDS LISTED BELOW IN THIS TABLE [1]

Brand	Group 1B (per ounce)	Group 2B (per ounce)	Group 3B (per ounce)
	Cents	*Cents*	*Cents*
Michelob	2	1.5	1.5
All other brands	1.5	1	1

[1] One cent (1¢) per glass may be added to the prices listed in this Table V provided the glass contains not less that 8 ounces of malt beverage, exclusive of foam.

SEC. 21. *Appendix B: Form for reporting group classification under Section 4.*

OPA Form G. O. 50-VG1-1 Form Approved (5-44)
Budget Bureau No. 08-R964

This form may be reproduced without change.

UNITED STATES OF AMERICA

OFFICE OF PRICE ADMINISTRATION

APPLICATION FOR PRICE CLASSIFICATION OF MALT BEVERAGES SERVED AT EATING AND DRINKING ESTABLISHMENTS

Read Instructions on Reverse of This Form

Name of Establishment

Address—Number and Street

City, Postal Zone No. and State

Name of Owner

☐ Corporation ☐ Partnership ☐ Sole Proprietorship

1. Was this establishment in business prior to April 10, 1943? Yes ☐ No ☐
   A. If "No", when did this establishment open for business?
   Date:
   B. If "Yes", did you file your menus showing prices of malt beverages with your local War Price and Rationing Board? Yes ☐ No ☐
2. A. Do you operate on concession basis? Yes☐ No☐
   B. Do you employ venders for beer? Yes ☐ No ☐
3. If establishment is located in a hotel give the minimum rate per day for a single room with bath $
4. Do you pay the Federal excise tax, commonly called "Cabaret Tax", on the malt beverages sold in this establishment? Yes ☐ No ☐
5. *Insert your Legal Ceiling Prices.* If you sold malt beverages during the period of April 4, to 10th, 1943, insert prices you charged for each brand (12 oz. bottles) during that period. If you were not selling malt beverages during the period of April 4, to 10th, 1943, insert your legal ceiling prices for brands you now sell.

TABLE 1—BEERS

Brand	Price	Brand	Price

TABLE 2—BEERS

Brand	Price	Brand	Price

6. Into what group (1B, 2B or 3B) do you believe these prices place your establishment? 1B. 2B. 3B.

Give names and addresses of the nearest establishments of the same type. (Examples: Other sellers who serve similar customers, in a comparable operation, and whose prices are approximately the same as prices in your establishment.)

Name	Address

Describe the kind of establishment you operate and the kind of service offered therein.

If additional space is needed, attach another sheet.
I certify that the information given above is true and complete.

Signature of Owner or Person Authorized to Act for Owner

Date

A false certification is a criminal offense.

INSTRUCTIONS

1. Do not file this report unless you are eligible to use Group 1B or Group 2B prices.
2. File two copies with:
   (A) Your War Price and Rationing Board if you answer Question No. 1 (B) "Yes."
   (B) Your district office of the Office of Price Administration if you answer Question No. 1 (B) "No."
3. File a separate report for each establishment. Example 1: Three restaurants under the same ownership located in different buildings. File separate report on this form for each restaurant. Example 2: Main dining room, coffee shop, and bar under same ownership located in one building. File separate report on this form for each.
4. Answer all questions in the report. You may submit any additional information which you think will assist the Office of Price Administration in passing on your report.
5. "Name of establishment" means the name by which the eating or drinking establishment or particular room is known. Example: Doe's Cafe, The Blue Room, Roe's Stand No. 1, etc.
6. "Name of owner" means the official name of the corporation, partnership, or sole proprietor which owns the establishment. Examples: Doe, Incorporated," Smith and Jones," "Richard Roe."
7. In answering Question No. 5, read the list of beers appearing in Table 1, attached to this report form, pick out the ones you sold during the base period, or if you were not selling beer during the base period, the ones you now sell, and list them under Question No. 5, "Table 1 Beers," on the report. Place opposite each brand your legal ceiling price established under Maximum Price Regulation No. 259. Do the same thing for the brands of beer listed in Table II, attached to this report, and place them in Question No. 5 under "Table II Beers," together with your legal ceiling prices established under Maximum Price Regulation No. 259.

If you sold any of the brands of beer listed in Table II you are in Group 1B if your ceiling price under Maximum Price Regulation 259 for the greatest number of those brands which you sold was 19¢ or more; you are in Group 2B if your ceiling price for those brands was less than 19¢ but not less than 15¢; you are in Group 3B if your ceiling price for those brands was less than 15¢.

If you did not sell any of the brands of beer listed in Table II but did sell some listed in Table I, you are in Group 1B if your legal ceiling price for those brands was 24¢ or more; you are in Group 2B if your legal ceiling price for those brands was less than 24¢ but not less than 20¢; you are in Group 3B if your legal ceiling price for those brands was less than 20¢.

8. Space is provided in the report for you to describe the kind of establishment you operate and the kind of service offered. In answering this question, indicate what designation best describes the particular establishment for which you are reporting. For example: Cafe, bar, grill, night club, etc. Also describe briefly its location and facilities. If it is one of several establishments which you operate in the same building as, for example, a hotel, indicate how many different eating or drinking establishments you operate in that one building, what kind of establishments they are, and file a separate report for each of the establishments, indicating for which one this report is filed. If you furnish any entertainment describe briefly its nature. If you operate several establishments at different locations indicate this fact and file separate reports for each of the establishments.

9. If this report is signed by any person other than an officer of the corporation owning the establishment, or one of the partners if owned by a partnership, or the owner if a sole proprietorship, then the report must be accompanied by duly authenticated power of attorney authorizing the person signing the report to execute it on behalf of the owner.

BRANDS OF BEER LISTED IN TABLE I

Ballentine's Beer.
Burger Brau.
Embassy Club.
Grain Belt.
Kingsbury Pale.
Muehlbach Pilsener.
Ruby.
Barbarossa.
Canadian Ace.
Fox Head Lager.
Hamm's Preferred.
Lemp Black Label.
Pabst Blue Ribbon.
Schlitz.
Blatz Pilsener.
Coors.
Fox Head—400
Heilman's O. S. Lager.
Medford Lager.
Peerless Amber.
Trim.
Budweiser.
Country Club.
Gold Coast.
Heilman's O. S. Export.
Miller's High Life.
Port Premo.

BRANDS OF BEER LISTED IN TABLE II

ABC.
Berlin Lager.
Bohemia (Domestic).
Champagne Velvet.
Dick's Pilsner.
Edelweiss.
Fortune.
Gold Crest.
Grand Prize.
Harry Mitchell Lager.
Hyde Park.
Kato White Label.
Lemp Red Label.
Miller's Export.
Old King.
Pioneer.
Prager.
Progress.
Shawano Club Beer.
Southern Select.
Stern Brau.
Town Club.
Zoller's Blackhawk.
Acme Beer.
Birk's.
Burger Beer.
Cook's Goldblume.
Dixie.
Eulberg.
4 Crown X.
Gold Label.
Griesidieck.
Harry Mitchell Premium.
Jax.
Koernig's Brau.
Lone Star.
Monterrey (Domestic).
Old Timer.
Pioneer Victory Beer.
Prima 3 Star.
Regal.
Shiner.
Staats.
Storck.
Trophy.
Zoller's Pilsner.
Acme Ale.
Birk's Trophy.
Burgomeister.
Cream Top.
Downs.
Falstaff.
4 X.
Gold Medal.
Haas Extra Pale.
High Brau.
Jefferson.
Koller.
Manhattan.
Old Gold.
Pearl.
Polo Beer.
Prima.
Schmidt City Club.
Silver Cream.
Stag.
Tivoli.
White Seal.
Zoller's Topping.
Alpen Brau.
Blue Bonnet.
Capitol.
Crown Select.
Eagle.
Fischback.
Fox Deluxe.
Gold Seal.
Hapsburg.
Highland.
Jung's Pilsener.
Lang.
Metz Jubilee.
Old Imperial.
Pine Tree.
Pom-Roy.
Prince of Pilsener.
Schott's Highland.
Silver Fox.
Standard Wirthbru.
Topaz.
Zoller's.

SEC. 22. *Effective date.* This order shall become effective on the 1st day of July, 1944, except that no seller may use the prices provided in this order until the 31st day of July, 1944, and except that the posting requirements shall become effective on the 31st day of July, 1944.

NOTE: The reporting and record keeping requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(Pub. Laws 56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681; General Order 50, 8 F.R. 4808)

Issued this 26th day of June 1944.

MAX MCCULLOUGH,
Regional Administrator.

[F. R. Doc. 44-10067; Filed, July 8, 1944; 3:48 p. m.]

[Region I Order G-48 Under RMPR 122, Amdt. 2]

SOLID FUELS IN BRATTLEBORO-KEENE AREA, VT.-N. H.

Amendment No. 2 to Order No. G-48 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Specified solid fuels in Brattleboro-Keene area.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region I of the Office of Price Administration by § 1340.-260 of Revised Maximum Price Regulation No. 122 and the Emergency Price Control Act of 1942 as amended, Region I Order No. G-48 under Revised Maximum Price Regulation No. 122 is hereby amended in the following respects:

1. The following is added to paragraph (f):

(f) *Certain named Pennsylvania anthracite coals.* • • •

Kind and size	Amount of addition			
	Per Net Ton	Per ½ Ton	Per ¼ Ton	Per 100 lbs.
Silver Brook:				
Broken, egg, stove, chestnut, pea and buckwheat	$0.45	$0.25	$0.10	None.
Rice	.35	.20	.10	None.

2. Subparagraphs (15) and (16) are added to paragraph (g), to read as follows:

(15) "Silver Brook" means that Pennsylvania Anthracite which is prepared by Haddock Mining Company, Wilkes-Barre, Pennsylvania, at its Beaver Meadow Breaker from coal produced at the Deringer Colliery and the Tomhicken Colliery and marketed under the trade name "Silver Brook Coal", and which meets the quality and preparation standards established by Order No. 3 under Maximum Price Regulation No. 112.

(16) "Coke" shall include only coke produced by the following producers: New England Coke Co., or its affiliated producing company, at their plant located in Everett, Massachusetts. Hudson Valley Fuel Company, Troy, New York.

All other coke shall be priced under the appropriate provision of Revised Maximum Price Regulation No. 122.

This Amendment No. 2 to Order G-48 shall become effective July 12, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 5th day of July 1944.

ELDON C. SHOUP,
Regional Administrator.

[F. R. Doc. 44-10132; Filed, July 10, 1944; 12:23 p. m.]

LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register on July 10, 1944.

REGION I

Augusta Order 18, Amendment 4, covering community food prices in certain areas in Maine, filed 9:56 a. m.

Augusta Order 11 (Revised), Amendment 8, covering community food prices in certain areas in Maine, filed 10:00 a. m.

Augusta Order 12 (Revised), Amendment 8, covering community food prices in certain areas in Maine, filed 9:59 a. m.

Augusta Rev. Order 12, Amendment 4, covering community food prices in certain areas in Maine, filed 10:00 a. m.

Augusta Rev. Order 13, Amendment 8, covering community food prices in certain areas in Maine, filed 9:59 a. m.

Augusta Rev. Order 14, Amendment 3, covering community food prices in certain areas in Maine, filed 9:57 a. m.

Augusta Rev. Order 15, Amendment 3, covering community food prices in certain areas in Maine, filed 9:58 a. m.

Boston Order G-2, Amendment 3, covering community food prices in Portland, Maine and Brockton, Mass., filed 10:01 a. m.

Boston Order G-3, Amendment 3, covering community food prices in certain areas in Region I, filed 10:01 a. m.

Boston Order 6-F, Amendment 3, covering fresh fruits and vegetables in designated counties in Region I, filed 9:57 a. m.

REGION II

Albany Order 1-F, Amendment 14, covering fresh fruits and vegetables in Albany, Rensselaer, Troy, Schenectady, Green Island, Cohoes & Watervliet. Filed 10:06 a. m.

Buffalo Order 2-F, Amendment 11, covering fresh fruits and vegetables in Rochester, East Rochester, Fairport & Pittsford. Filed 10:02 a. m.

Camden Order 1-F, Amendment 13, covering fresh fruits and vegetables in Camden, Burlington, Gloucester, Salem and Cumberland Counties. Filed 10:08 a. m.

Camden Order 2-F, Amendment 10, covering fresh fruits and vegetables in Atlantic & Cape Map Counties, N. J. Filed 10:07 a. m.

Camden Order 13, Amendment 2, covering community food prices in certain areas in N. J. Filed 10:06 a. m.

Camden Order 14, Amendment 2, covering community food prices in certain areas in N. J. Filed 10:07 a. m.

Newark Order 4-F, Amendment 7, covering fresh fruits and vegetables in certain areas in N. J. Filed 10:08 a. m.

Newark Order 1-F, Amendment 5, covering fresh fish and seafood in certain areas in N. J. Filed 10:02 a. m.

New York Order 4-F, Amendment 1, covering fresh fruits and vegetables in certain areas in N. Y. Filed 10:03 a. m.

Trenton Order P-2, Amendment 1, covering fresh fish and seafood in certain named counties in N. J. Filed 10:09 a. m.

REGION III

Cincinnati Order 3-F, Amendment 7, covering fresh fruits and vegetables in certain areas in Ohio. Filed 10:12 a. m.

Cincinnati Order 13, Amendment 1, covering poultry in certain areas in Ohio. Filed 10:11 a. m.

Escanaba Order 9-F, Amendment 18, covering fresh fruits and vegetables in certain areas in Mich. Filed 10:12 a. m.

Escanaba Order 10-F, Amendment 18, covering fresh fruits and vegetables in certain areas in Mich. Filed 10:12 a. m.

Escanaba Order 11-F, Amendment 18, covering fresh fruits and vegetables in certain areas in Michigan. Filed 10:13 a. m.

Escanaba Order 12-F, Amendment 17, covering fresh fruits and vegetables in certain areas in Michigan. Filed 10:13 a. m.

Escanaba Order 13-F, Amendment 17, covering fresh fruits and vegetables in certain areas in Michigan. Filed 10:13 a. m.

Escanaba Order 14-F, Amendment 17, covering fresh fruits and vegetables in certain areas in Wisconsin and Michigan. Filed 10:13 a. m.

Escanaba Order 15-F, Amendment 17, covering fresh fruits and vegetables in Menominee, Mich. and certain areas in Wis. Filed 10:13 a. m.

Escanaba Order 16-F, Amendment 17, covering fresh fruits and vegetables in Sault Ste. Marie, Mich., Chippewa Co. Filed 10:14 a. m.

Escanaba Order 17-F, Amendment 16, covering fresh fruits and vegetables in certain areas in Mich. Filed 10:14 a. m.

Lexington Order 1-F, Amendment 36, covering fresh fruits and vegetables in Fayette Co., Kentucky. Filed 10:10 a. m.

Lexington Order 2-F, Amendment 30, covering fresh fruits and vegetables in Campbell and Kenton Counties, Ky. Filed 10:10 a. m.

Lexington Order 3-F, Amendment 27, covering fresh fruits and vegetables in Boyd County, Kentucky. Filed 10:19 a. m.

REGION IV

Jacksonville Order 4-F, Amendment 4, covering fresh fruits and vegetables in the North Florida Area. Filed 10:04 a. m.

Jacksonville Order 5-F, Amendment 4, covering fresh fruits and vegetables in the South Florida Area. Filed 10:03 a. m.

Montgomery Order 2-W, Amendment 1, covering food items at wholesale in the Montgomery District Area. Filed 10:16 a. m.

Montgomery Order 16, Amendment 2, covering dry groceries and certain perishables in certain counties in Ala. Filed 10:17 a. m.

Montgomery Order 16-F, Amendment 2, covering fresh fruits and vegetables in Montgomery Co., Alabama. Filed 10:17 a. m.

Memphis Order 4-F, Amendment 40, covering fresh fruits and vegetables in certain areas in Memphis District. Filed 10:14 a. m.

Roanoke Order 1-F, Amendment 20, covering fresh fruits and vegetables in certain counties in Virginia. Filed 10:15 a. m.

Roanoke Order 2-F, Amendment 8, covering fresh fruits and vegetables in certain counties in Virginia. Filed 10:16 a. m.

Roanoke Order 12, Amendment 2, covering prices for certain food items in Certain Areas in Virginia. Filed 10:15 a. m.

REGION VIII

Fresno Order 4-F, Amendment 1, covering fresh fruits and vegetables in a certain area in California. Filed 10:05 a. m.

Fresno Order 5-F, Amendment 1, covering fresh fruits and vegetables in certain areas in California. Filed 10:05 a. m.

Los Angeles Order 1-F, Amendment 21, covering fresh fruits and vegetables in the Los Angeles Metropolitan Area. Filed 10:14 a. m.

Copies of any of these orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 44-10181; Filed, July 11, 1944; 11:52 a. m.]

WAR PRODUCTION BOARD.

ULTRA-LIFE LABORATORIES, INC.

CONSENT ORDER

Ultra-Life Laboratories, Inc., a corporation, with its main office in East St. Louis, Illinois, is engaged in producing mixed feeds and concentrates and is a Class 2 purchaser of molasses, as defined in Conservation Order M-54. During each of the quarters of 1943 and the first quarter of 1944, its receipts of molasses were in excess of the quarterly receipts permitted by the Order, the total excess receipts for the five quarters being 14,641 gallons. During each of the second and third quarters of 1943 and the first quarter of 1944, its consumption of molasses was in excess of its quota under the Order. The net excess usage for 1943 and the first quarter of 1944 was 11,836 gallons. Ultra-Life Laboratories admits the excess receipts and excess consumption of molasses and has consented to the issuance of this Order.

Wherefore, upon the agreement and consent of Ultra-Life Laboratories, Inc., the Regional Compliance Chief and the Regional Attorney, and upon the approval of the Compliance Commissioner, *It is hereby ordered*, That:

(a) Ultra-Life Laboratories, Inc., its successors or assigns, shall reduce its receipts of molasses during the second, third and fourth quarters of 1944, so that its total receipts of molasses for the period from April 1, 1944, to December 31, 1944, shall be 14,641 gallons less than it would otherwise be permitted to receive during such period under the provisions of Conservation Order M-54.

(b) Ultra-Life Laboratories, Inc., its successors or assigns, shall reduce its consumption of molasses during the second and third quarters of 1944, so that its total use of molasses for the period from April 1, 1944, to September 30, 1944, shall be 11,836 gallons less than its consumption quota for such period, under the provisions of Conservation Order M-54.

(c) Nothing contained in this order shall be deemed to relieve Ultra-Life Laboratories, Inc., its successors, or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(d) This order shall take effect on July 10, 1944, and shall expire on December 31, 1944.

Issued this 10th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10142; Filed, July 10, 1944; 4:34 p. m.]

JUL 14 '44

FEDERAL REGISTER

VOLUME 9 NUMBER 139

Washington, Thursday, July 13, 1944

The President

EXECUTIVE ORDER 9454

TEMPORARY APPOINTMENTS AS OFFICERS IN THE ARMY OF THE UNITED STATES OF MEMBERS OF THE ARMY NURSE CORPS AND FEMALE DIETETIC AND PHYSICAL-THERAPY PERSONNEL OF THE MEDICAL DEPARTMENT OF THE ARMY

By virtue of the authority vested in me as President of the United States by the act of June 22, 1944 (Public Law 350, 78th Congress), I hereby appoint, commission and order to active duty, effective this date, as officers in the Army of the United States under the provisions of the joint resolution of September 22, 1941 (55 Stat. 728), as amended, in commissioned grades corresponding to the relative rank each such person holds on this date, all members of the Army Nurse Corps on active duty on June 22, 1944, and all female dietetic and physical-therapy personnel of the Medical Department of the Army (exclusive of students and apprentices), appointed under the provisions of the act of December 22, 1942 (56 Stat. 1072), on active duty in the Medical Department of the Army on June 22, 1944.

FRANKLIN D ROOSEVELT

THE WHITE HOUSE,
July 10, 1944.

[F. R. Doc. 44-10200; Filed, July 11, 1944; 2:31 p. m.]

Regulations

TITLE 7—AGRICULTURE

Chapter X—War Food Administration (Production Orders)

[WFO 14, 2d Rev. Supp. Order 1]

PART 1202—FARM MACHINERY AND EQUIPMENT

NEW FARM MACHINERY AND EQUIPMENT

Effective July 20, 1944, Supplementary Order No. 1 (8 F.R. 17456; 9 F.R. 1005, 5630) to War Food Order No. 14 (formerly Food Production Order No. 14 (8 F.R. 17456; 9 F.R. 4319)) is hereby revised and amended in its entirety to read as follows:

Sec.
1202.301 Purpose of this supplementary order.
1202.302 Compliance with this supplementary order.
1202.303 Manufacturer's State and county distribution plans.
1202.304 Additional changes in State and county distribution plans.
1202.305 Transfers by manufacturers and their distributors.
1202.306 Transfers for agricultural use.
1202.307 Transfers to Federal agencies and for nonagricultural use.
1202.308 Records and reports by dealers and others.
1202.309 Manufacturer's records and reports.
1202.310 Change of farm milk coolers prohibited.
1202.311 Territorial application.
1202.312 Incorporation into War Food Order No. 14.
1202.313 Communications.

AUTHORITY: §§ 1202.301 to 1202.313, inclusive, issued under 54 Stat. 676, 55 Stat. 236, 56 Stat. 176; E.O. 9280, 9322, 9334, 9392; 7 F.R. 10179, 8 F.R. 3807, 5423, 14783.

§ 1202.301 *Purpose of this supplementary order.* This supplementary order explains the procedure to be followed in distributing, from manufacturers to retail outlets, new farm machinery and equipment, which is listed on Schedules I and II, attached hereto, and which is produced for farm use, and it also sets forth the requirements of the rationing program which are of special importance to persons desiring such equipment. This supplementary order does not deal with repair parts or attachments. No type of equipment which is listed on Schedules I or II shall be deemed to be an attachment or repair part. This supplementary order should be read in conjunction with War Food Order No. 14 which establishes the general rationing program, and which contains definitions of certain terms used herein.

§ 1202.302 *Compliance with this supplementary order.* Except as provided

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FEDERAL REGISTER

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NOTICE

The Cumulative Supplement to the Code of Federal Regulations, covering the period from June 2, 1938, through June 1, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at $3.00 per unit. The following are now available:

Book 1: Titles 1–3 (Presidential documents) with tables and index.
Book 2: Titles 4–9, with index.
Book 3: Titles 10–17, with index.
Book 4: Titles 18–25, with index.
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Suspension order; Springfield Mill Supply, Inc	7813

in § 1202.307, no person shall make a transfer or accept a transfer of any new farm machinery and equipment listed on Schedules I or II, except pursuant to this order or pursuant to directives which may be issued hereunder by the Director.

§ 1202.303 *Manufacturer's State and county distribution plans.* (a) (1) On or before August 10, 1944, each manufacturer shall make a written report to the Director with respect to each type of farm machinery and equipment listed on Schedules I and II, which is scheduled for production for farm use under Schedule B (9 F.R. 1417) of War Production Board Order No. L–257 (9 F.R. 6211). (Certain types of equipment on Schedule II, which are indicated by an asterisk (*), are exempted from this requirement.) Such report shall be made in the form set forth in Exhibit A attached hereto, and shall show the manufacturer's distribution of 80 percent and his proposed distribution of 20 percent (the reserve) of such equipment by States. This report is sometimes hereinafter referred to as the "State distribution plan." (Changes may be made in a State distribution plan under the provisions of paragraphs (b) (1) and (b) (2) of § 1202.304.)

(2) If any manufacturer fails to submit the report required by paragraph (a) (1) of this section by the date specified, the Director is hereby authorized, in his discretion, to formulate as soon as practicable a State distribution plan for such manufacturer. In such case, the Director will supply the manufacturer with a copy of the plan which shall be as effective as though submitted by the manufacturer.

(b) (1) On or before September 1, 1944, each manufacturer shall make a written report, in the form set forth in Exhibit B attached hereto, to the State AAA Committee for each State with respect to the units of Schedule I equipment reported by him to the Director for distribution in such State, other than from the reserve, pursuant to paragraph (a) (1) of this section. Such report shall show the manufacturer's proposed distribution of such equipment by counties. This report is sometimes hereinafter referred to as the "county distribution plan." The State AAA Committee may change a manufacturer's county distribution plan by not more than 10 percent of his total number of units of each type of equipment for all counties, but changes affecting more than 10 percent of any type of equipment may be made with the consent of the manufacturer. (This authority to change a county distribution plan shall not be construed to permit an increase in the total number of units to be transferred in any State under such plan.) On or before September 20, 1944, the State AAA Committee shall notify the manufacturer, through the office sending in the report, of any change in his county distribution plan or that it will make no such change. If any manufacturer fails to receive such notification by such date, no change in his county distribution plan will be effective without his consent. (Subsequent changes in a county distribution plan may be made under the provisions of paragraph (a) of § 1202.304.)

(2) If any manufacturer fails to make the report required by paragraph (b) (1) of this section by the date specified, the State AAA Committee is hereby authorized, in its discretion, to formulate as soon as practicable a county distribution plan for such manufacturer. In such case, the State AAA Committee will supply the manufacturer with a copy of the plan which shall be as effective as though submitted by the manufacturer.

(c) If a manufacturer is authorized at any time, under Schedule B of War Production Board Order No. L–257, to manufacture for farm use any Schedule I or Schedule II equipment, other than the types of equipment on Schedule II indicated by an asterisk (*), in addition to that shown in his reports made pursuant to paragraphs (a) (1) and (b) (1) of this section, such manufacturer shall, within 30 days of his receipt of the authorization, make a supplemental report to the Director, in the form shown in Exhibit A, showing his proposed distribution of such equipment by States. The distribution plan shown in this report shall be subject to modification and approval by the Director. Schedule I equipment covered by a supplemental report shall be distributed within a State by counties as the Director may direct.

§ 1202.304 *Additional changes in manufacturer's State and county distribution plans.* State and county distribution plans may be changed at any time in the following manner:

(a) *County distribution plans.* In the case of Schedule I equipment, a manufacturer or distributor may change the manufacturer's county distribution plan within a State with the approval of the State AAA Committee. In seeking such approval, such manufacturer or distributor shall inform the State AAA Committee of the quantity, make and type of the equipment involved and of the counties from which such equipment would be taken and the counties in which it would be placed.

(b) *State distribution plans.* (1) If the equipment has not been shipped from the factory, a manufacturer may appeal to the Director for permission to change his State distribution plan. In making this appeal, the manufacturer shall inform the Director of (1) the quantity, make and type of the equipment involved, and (2) the States from which such equipment would be taken and the States in which it would be placed. This appeal shall be accompanied by a written statement of concurrence from the State AAA Committee for the State from which such equipment would be taken.

(2) If the equipment has been shipped from the factory to a manufacturer's branch house or to a distributor, the manufacturer or distributor may change the manufacturer's State distribution plan with the permission of the State AAA Committee for the State from which the equipment would be taken. In seeking such permission, the manufacturer or distributor shall inform the State AAA Committee of (1) the quantity, make and type of the equipment involved, (2) in the case of Schedule I equipment, the counties from which such equipment would be taken, and (3) the State, and in the case of Schedule I equipment, the counties in which such equipment would be placed. If the State AAA Committee permits the proposed change in the State distribution plan to be made, such Committee shall notify the Director accordingly, informing him of (1) the quantity, make and type of the equipment involved and (2) the State and, in the case of Schedule I equipment, counties in which such equipment will be placed. The State AAA Committee shall transmit a copy of this notification to the State AAA Committee for the State in which the equipment will be placed.

§ 1202.305 *Transfers by manufacturers and their distributors.* (a) (1) Prior to October 1, 1944, a manufacturer may transfer not in excess of 70 percent of his scheduled production of any type of farm machinery and equipment listed on Schedule I which is produced for farm use under Schedule B of War Production Board Order No. L–257. Whenever a transfer of such equipment is made prior to such date to a dealer, either by a manufacturer or his distributor, the manufacturer shall give, or cause his distributor to give on his behalf, a written notice, in the form provided in Exhibit C attached hereto, to the State AAA Committee of the State for which the equipment is intended for ultimate transfer for use. Unless otherwise authorized by the appropriate State AAA Committee, the maximum quantity of any type of such equipment, which a manufacturer or his distributor may transfer for ultimate transfer for use in any county prior to October 1, 1944, shall not exceed 70 percent of the quantity which the manufacturer was authorized to transfer for such county out of equipment produced under Schedule A[2] (9 F.R. 6214) of War Production Board Order No. L–257, except that, if this maximum includes a fraction of a unit of equipment, it may be exceeded to the extent of such unit. If a manufacturer transfers more than 50 percent of his scheduled production of any type of Schedule I equipment and it appears that his transfers will reach the maximum permitted by this paragraph prior to October 1, 1944, such manufacturer may appeal to the Director for relief from the restrictions of this paragraph.

(2) Prior to the filing of the report with the Director as required by paragraph (a) (1) of § 1202.303, a manufacturer may transfer not in excess of 80 percent of his scheduled production of any type of farm machinery and equipment listed on Schedule II covered by such report, which is produced for farm use under Schedule B of War Production Board Order No. L–257.

(b) After having made the reports to the Director and to the State AAA Committees pursuant to paragraphs (a) (1), (b) (1) and (c) of § 1202.303, a manufacturer shall transfer Schedule I and Schedule II equipment (except the reserve) covered by such reports only in accordance with his State and county distribution plans (including any authorized changes), but subject, however, to the provisions of paragraph (a) (1) of this section with respect to transfers of Schedule I equipment prior to October 1, 1944. (Pending the action of a State AAA Committee changing a county distribution plan, equipment may be transferred in accordance with the distribution plan contained in the manufacturer's report.) A manufacturer will comply with this requirement by transferring farm machinery and equipment, which is for any State or, in the case of Schedule I equipment, county in accordance with his distribution plan, to a distributor or dealer whose trade territory includes part or all of such State or county, or to an individual for agricultural use in such State or county. Whenever a manufacturer transfers any equipment to a dealer, he shall notify such dealer of the State and, in the case of Schedule I equipment, of the county for which such equipment is intended for ultimate transfer for agricultural use. When a distributor receives any Schedule I or Schedule II equipment from a manufacturer pursuant to this paragraph, he likewise, shall transfer such equipment to a dealer only in accordance with such manufacturer's distribution plans, and, shall also notify such dealer of the State and, in the case of Schedule I equipment, of the county for which such equipment is intended for ultimate transfer for agricultural use. The notification to a dealer by a manufacturer or distributor required by this paragraph shall be given as early as possible, but not later than the date of shipment of the equipment.

(c) Twenty percent of each manufacturer's scheduled production of each type of Schedule I and Schedule II equipment, except the types of equipment on Schedule II indicated by an asterisk (*), which is produced under Schedule B of War Production Board Order No. L–257, shall constitute a reserve to be transferred only as directed by the Director. The Director is hereby authorized to direct the transfer of such reserve. In so doing, the Director may direct the transfer of a manufacturer's current production at any given time, or inventory of such equipment.

(d) Certain types of equipment on Schedule II are designated with an asterisk (*). As to this equipment no distribution plan is required and no reserve is established. Consequently, a manufacturer and his distributor may transfer 100 percent of the manufacturer's production of this equipment. In the case of any of this Schedule II equipment produced under Schedule A of War Production Board Order No. L–257, which has not yet been transferred by a manufacturer or his distributor and which is covered by a distribution plan heretofore submitted or is part of a reserve heretofore established, such equipment may be transferred without regard to such distribution plan or such reserve.

(e) Except as to the equipment on Schedule II indicated by an asterisk (*), a manufacturer may transfer Schedule I or Schedule II equipment manufactured for farm use under Schedule A of War Production Board Order No. L–257 only in accordance with the State and county distribution plans heretofore established and in accordance with directives heretofore issued by the Director. On and after October 1, 1944, whenever any Schedule I equipment, produced for farm use under said Schedule A, is transferred to a dealer, either by a manufacturer or his distributor, the manufacturer shall give, or cause his distributor to give on his behalf, a written notice in the form provided in Exhibit C to the State AAA Committee of the State for which the equipment is intended for ultimate transfer for use.

§ 1202.306 *Transfers for agricultural use.* (a) No person, other than a Federal Government agency, shall make a transfer or accept a transfer of Schedule I or Schedule II equipment for agricultural use, except pursuant to a purchase certificate issued by a county farm rationing committee.

(b) On and after October 1, 1944, in the case of Schedule I equipment, whenever a county farm rationing commit-

tee determines that an applicant is eligible for a purchase certificate, it shall issue to the applicant a letter of eligibility on a form to be prescribed by the Director, on which the committee will specify the type of equipment (but not make, model and size) for which the applicant is eligible to negotiate. The letter of eligibility will serve notice to dealers that the applicant is eligible to negotiate for the type of equipment named in the letter. After the applicant has located the desired equipment and arranged terms of sale with a dealer, the dealer shall enter on the letter of eligibility the make, model and size of the equipment and his name and address. The applicant shall then return the letter of eligibility to the county farm rationing committee. If the county farm rationing committee determines that the desired equipment is appropriate for the applicant's needs, it shall issue a purchase certificate, on which that particular equipment and the name and address of the dealer with whom the applicant has negotiated are specified. Otherwise the committee may refuse to issue the purchase certificate, but, in such case, the committee may, in its discretion, issue to the applicant another letter of eligibility for the same type of equipment so that the applicant may negotiate further. In no case, however, shall the county farm rationing committee issue a purchase certificate for equipment of a different make, model and size from that specified on the applicant's letter of eligibility or with the name and address of a dealer other than one with whom the applicant has negotiated.

(c) On or before October 1, 1944, each State AAA Committee shall notify each county farm rationing committee within the State of the total number of units of each type of Schedule I equipment expected to be available for such county according to the county distribution plans established under paragraph (b) (1) of § 1202.303. The State AAA Committee, however, shall control the issuance of letters of eligibility and purchase certificates for such equipment by authorizing the county farm rationing committees, at such times as the State committee deems appropriate, to issue only a specified number of letters of eligibility and purchase certificates. With respect to any Schedule I equipment not covered by such county distribution plans, the State AAA Committee shall authorize the appropriate county farm rationing committee to issue letters of eligibility and purchase certificates as the availability of such equipment warrants. No county farm rationing committee shall issue letters of eligibility or purchase certificates for any type of Schedule I equipment in excess of the number authorized by its State AAA Committee.

(d) In order that the manufacturer's county distribution plan may be carried out as fully as is practicable, a dealer shall negotiate with and transfer Schedule I equipment only to a holder of a letter of eligibility and purchase certificate from the county for which the dealer has equipment designated by the notification provided for in paragraph (b) of § 1202.305, except in those unusual cases in which need for the particular item of equipment does not exist in such county. Dealers may transfer any Schedule II equipment to any person holding a purchase certificate for such equipment issued by any county farm rationing committee.

§ 1202.307 *Transfers to Federal agencies and for non-agricultural use.* (a) Purchase certificates will not be issued to Federal agencies. If a Federal agency requires any Schedule I or Schedule II equipment for agricultural use in the United States, it must obtain a written authorization from the Director. In applying for such authorization, a Federal agency shall submit such information as the Director may request. If a Federal agency requires any such equipment for non-agricultural use, or for export, it must comply with War Production Board Order No. L–257, as amended, or L–257a, as amended (9 F.R. 6218), and any other applicable War Production Board regulations.

(b) If any person other than a Federal agency requires any Schedule I or Schedule II equipment for non-agricultural use, he must comply with War Production Board Order No. L–257, as amended, and any other applicable War Production Board regulations.

§ 1202.308 *Records and reports by dealers and others.* (a) Each dealer and each retail store of a mail order house transferring any unit of Schedule I or Schedule II equipment with a selling price of $15.00 or more shall enter in the appropriate place on the purchase certificate the total sales price and a complete description of the equipment transferred, or prepare and forward to the appropriate county farm rationing committee an invoice or sales ticket containing the same information.

(b) Mail order houses transferring through mail order channels any unit of Schedule I or Schedule II equipment with a selling price of $15.00 or more, shall transmit to the county farm rationing committee issuing the purchase certificate covering such equipment a true statement to the effect that the price for which the equipment was sold by such mail order house was not in excess of the price published for the equipment in the mail order house's latest current catalog. The statement shall accompany, or may be stamped on, the purchase certificate.

(c) Reports made pursuant to this section shall be treated as confidential and shall be open for inspection only by duly authorized representatives of the Office of Price Administration or the War Food Administration, unless otherwise directed by the Director.

§ 1202.309 *Manufacturer's records and reports.* (a) Each manufacturer shall maintain for at least two years records of all transfers of Schedule I and Schedule II equipment made by such manufacturer. Such records shall show the States and, in the case of Schedule I equipment, the counties, for which such equipment was transferred.

(b) Whenever a manufacturer determines that he will not complete his production of any item of Schedule I or Schedule II equipment scheduled under Schedule B of War Production Board Order No. L–257 and consequently will not be able to carry out in full his State distribution plan (including a plan established pursuant to paragraph (c) of § 1202.303), he shall report to the Director in writing accordingly, and shall indicate in such report what States will not be so supplied.

§ 1202.310 *Change of farm milk coolers prohibited.* No person shall change any farm milk cooler listed on Schedule II, which is produced for farm use under War Production Board Order No. L–257, into a farm freezer or other type of equipment for the purpose of sale, or transfer such cooler after so changing it, except as a cooler in accordance with the provisions of this supplementary order.

§ 1202.311 *Territorial application.* This Supplementary Order No. 1 shall apply only within the limits of the continental United States. (The transfer of farm machinery and equipment to the territories and possessions of the United States is controlled by War Food Order No. 14, Supplementary Order No. 2.)

§ 1202.312 *Incorporation into War Food Order No. 14.* This Supplementary Order No. 1 shall be added to and become a part of War Food Order No. 14 and any violation of this Supplementary Order No. 1 shall be deemed to be a violation of War Food Order No. 14.

§ 1202.313 *Communications.* All reports required to be filed hereunder, and all communications concerning this supplementary order shall, unless instructions to the contrary are issued by the Director, be addressed to the Director, Office of Materials and Facilities, War Food Administration, Washington 25, D. C., Ref: WFO 14, Supp. 1.

NOTE: All reporting and record keeping requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 10th day of July 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

EXHIBIT A—STATE DISTRIBUTION PLAN

(This form may be reproduced by manufacturers)

Manufacturer's report on Schedule I and Schedule II equipment to the Director, Office of Materials and Facilities, War Food Administration, Washington 25, D. C.

NOTE: A. Report on L–257 Schedule B production is due on or before August 10, 1944. (Reference: § 1202.303 (a) (1).)

B. Report on any supplemental production is due 30 days from date of receipt of authorization. (Reference: § 1202.303 (c).) In reporting supplemental production omit items 2, 3 and 4 (below).

C. Use a separate form for each type of equipment: i. e., tractors, combines, etc.

Name of Manufacturer _____
Address of Manufacturer _____
1. Type of equipment _____
Schedule B, L–257 Item No(s) _____

	Units
2. Total scheduled production under Schedule B, L–257 (July 1, 1944, to June 30, 1945), for farm use in the United States, its territories and possessions (Claimant Agency — War Food Administration)	
3. Distribution by manufacturer (80 percent of 2 (above), including shipments of Schedule B production made prior to this report)	
4. Reserve (20 percent of 2 (above). To be distributed in accordance with orders or directives issued by the Director)	
5. Report of manufacturer's distribution plan by States:	

State	(a) 80 percent distribution (units)	(b) Proposed 20 percent distribution (units)

(Use additional sheet if necessary)

Manufacturer _____
By _____
Title _____
Date _____

EXHIBIT B—COUNTY DISTRIBUTION PLAN

(This form may be reproduced by manufacturers)

Manufacturer's report to _____ State AAA Committee

NOTE: A. Required for Schedule I equipment only.

B. Report on L–257 Schedule B production due on or before September 1, 1944. (Reference: § 1202.303 (b) (1).)

C. Use a separate form for each type of equipment: i. e., tractors, combines, etc.

Name of Manufacturer _____
1. Type of equipment _____
Schedule B, L–257 Item No(s) _____
2. Total number of units to be distributed in State as reported in Exhibit A (column (a) of item 5) _____
3. Report of manufacturer's distribution plan by counties:

NOTE: Include shipments made prior to this report. Total for all counties should correspond with 2 (above).

County	Total 80 percent distribution (units)	County	Total 80 percent distribution (units)

(Use additional sheet if necessary)

Manufacturer _____
By _____
Title _____
Address _____
Date _____

Note to State AAA Committee. Correspondence concerning this distribution plan should be addressed as above.

EXHIBIT C—NOTIFICATION OF SHIPMENT OF SCHEDULE I EQUIPMENT

NOTE: 1. This form is similar to and supersedes Exhibit D of Amendment 2 to Supplementary Order 1, Revision No. 1, War Food Order No. 14. (Exhibit D forms may be modified to correspond until supplies are exhausted.)

2. This form is to be used only in reporting shipments of Schedule B (of L–257) equipment *prior to October 1, 1944*, and in reporting shipments of equipment produced under Schedule A (of L–257) on and *after October 1, 1944*.

3. This form may be reproduced by manufacturers.

To: _____State AAA Committee

As required by Section 1202.305 of War Food Order 14, Supplementary Order 1, Revision No. 2, this is to notify you that the following Schedule I equipment will be shipped about _____, 194__, for retail sale in the counties indicated below.

This production is authorized by Schedule _____ of War Production Board Order L–257.

_____
Name of Manufacturer, Branch House, or Distributor
By _____ Title _____
_____ _____
Date Address

Type of equipment	Number units	County	Dealer's name and address (may be supplied at manufacturer's option)

(Continue if necessary)

SCHEDULE I

MANURE SPREADERS

Item No.
36 Four wheel, horse or tractor drawn.
37 Two wheel, tractor drawn.

COMBINES (HARVESTER-THRESHERS)

126 Width of cut, 6' and under, auxiliary engines.
126a Width of cut, 6' and under, power take-off.
127 Width of cut, over 6', including 10'.
128 Width of cut, over 10', including 15'.
128b Width of cut, over 15'.

CORN BINDERS

132 Corn binders, ground drive.
132a Corn binders, power take-off.

CORN PICKERS

133 One row, mounted type.
134 Two row, mounted type.
135 One row, pull type.
136 Two row, pull type.

MOWERS

146 Horse or tractor drawn (ground drive).
147 Tractor mounted or semi-mounted (power take-off drive).

RAKES

149 Side delivery (including combination side rakes and tedders).

HAY LOADERS

151 Hay loaders.

PICK-UP HAY BALERS

153 Pick-up hay balers—power take-off.
153a Pick-up hay balers—auxiliary engine.

FARM TRACTORS, WHEEL TYPE BY RATED BELT H. P.

192 Special purpose, under 30 H. P.
193 Special purpose, 30 H. P. and over.
194 All purpose, under 30 H. P.
195 All purpose, 30 H. P. and over.

SCHEDULE II

POTATO PLANTERS (HORSE AND TRACTOR DRAWN)

14 One row.
14a Two row and larger.

GRAIN DRILLS

25 Fertilizer drills, horse or tractor drawn.
26 Plain drills, horse or tractor drawn.

POWER SPRAYERS [1]

108a Orchard type, auxiliary engine.
108b Orchard type, power take-off.
108g Field or row crop type, auxiliary engines.
108h Field or row crop type, power take-off.
108m Field or row crop type, tractor mounted.
108n Propeller blast type.

POTATO DIGGERS

139 One row, ground drive.
139a One row, power take-off.
139b Two row, power take-off.

ENSILAGE CUTTERS—SILO FILLERS

162 Ensilage cutters (silo fillers).

GARDEN TRACTORS [2]

196 Garden tractors (including motor tillers).

DEEP AND SHALLOW WELL WATER SYSTEMS [1]

213 Deep well, reciprocal.
214 Deep or shallow well, jet type.
215 Shallow well, 250–499 gallons per hour.
216 Shallow well, 500 gallons per hour and over.

POWER PUMPS [1]

217 Horizontal type, up to and including 75 gallons p. m. 100 lbs. pressure.

IRRIGATION PUMPS

227 Turbine pumps.
229 Centrifugal pumps.

FARM MILK COOLERS [1]

241 Immersion type.
242 Surface or tubular type.

[1] The reports provided for by paragraphs (a) (1) and (c) of § 1202.303 are not required and no reserve is held on these types of equipment. See paragraph (d) of § 1202.305.

[F. R. Doc. 44–10153; Filed, July 11, 1944; 11:20 a. m.]

[WFO 46, Amdt. 1]

PART 1225—PYRETHRUM INSECTICIDE

AGRICULTURAL USES OF PYRETHRUM INSECTICIDE

Paragraph (f), § 1225.1, of War Food Order No. 46 (formerly Food Production Order No. 11) (9 F.R. 2322, 4319) is hereby amended to read as follows:

(f) *Violations.* In accordance with the applicable procedure, any person who violates any provision of this order may be prohibited from receiving, making any deliveries of, or using pyrethrum insecticide. In addition, any person who wilfully violates any provision of this order is guilty of a crime and may be prosecuted under any and all applicable laws. Further, civil action may be instituted to enforce any liability or duty created by, or to enjoin any violation of, any provision of this order.

(54 Stat. 676, 55 Stat. 236; 56 Stat. 176; E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 11th day of July 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 44–10202; Filed, July 11, 1944; 3:22 p. m.]

[WFO 49, Amdt. 2]

PART 1226—ROTENONE INSECTICIDE

AGRICULTURAL USES OF ROTENONE INSECTICIDE

Paragraph (i), § 1226.1, of War Food Order No. 49 (formerly Food Production Order No. 13) (8 F.R. 15809; 9 F.R. 2255, 4319) is hereby amended to read as follows:

(i) *Violations.* In accordance with the applicable procedure, any person who violates any provision of this order may be prohibited from receiving, making any deliveries of, or using rotenone insecticide. In addition, any person who wilfully violates any provision of this order is guilty of a crime and may be prosecuted under any and all applicable laws. Further, civil action may be instituted to enforce any liability or duty created by, or to enjoin any violation of, any provision of this order.

(54 Stat. 676, 55 Stat. 236, 56 Stat. 176; E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 11th day of July, 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 44-10203; Filed, July 11, 1944; 3:21 p. m.]

Chapter XI—War Food Administration (Distribution Orders)

[WFO 106]

PART 1414—POULTRY

TURKEYS

The fulfillment of requirements for the defense of the United States will result in a shortage in the supply of turkeys and processed turkeys for defense, for private account, and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 1414.5 *Restrictions with respect to turkeys and processed turkeys*—(a) *Definitions.* (1) "Person" means any individual, partnership, association, business trust, corporation, or any organized group of persons, whether incorporated or not.

(2) "Director" means the Director of Distribution, War Food Administration.

(3) "Order Administrator" means the person designated by the Director to serve as Order Administrator pursuant to the provisions hereof.

(4) "Deputy Order Administrator" means the person designated by the Director to serve as Deputy Order Administrator pursuant to the provisions hereof.

(5) "Turkey area" means each of the following States: Minnesota, Iowa, Illinois, North Dakota, South Dakota, Nebraska, Kansas, Missouri, Oklahoma, Texas, California, Oregon, Washington, Colorado, Utah, Wisconsin, Idaho, Wyoming, Nevada, Arizona, New Mexico, Montana, Arkansas, and Delaware; and, also, each of the following specified groups of counties in a State shall constitute a "turkey area": Rockingham, Shenandoah, Augusta, Northampton, and Accomac Counties in Virginia; Hardy, Pendleton, and Grant Counties in West Virginia; and Cecil, Kent, Queen Anne, Caroline, Dorchester, Wicomico, Talbot, Worcester, and Somerset Counties in Maryland.

(6) "Turkeys" means live turkeys grown or located in a turkey area.

(7) "Processed turkeys" means one or more turkeys killed, bled, and plucked; and such term "processed turkeys" also includes turkeys which have been killed, dressed, quartered or otherwise cut up, or frozen.

(8) "Process" means to kill, bleed, pluck, dress, quarter, or otherwise cut up, or freeze turkeys, or any combination of such processes.

(9) "Cold storage" means space equipped to be artificially cooled to a temperature of 10° F. or below, and in which food commodities are customarily stored (but not operated as a part of an established retail food business, hotel, or other establishment where persons are housed or fed, and not including a refrigerator storage compartment, usually called a locker, having a capacity of not more than 15 cubic feet).

(10) "Authorized processor" means a person in a turkey area who holds a letter of authority issued to him by the Deputy Order Administrator to process turkeys pursuant to the provisions hereof.

(11) "Wholesale receiver" means a person who accepts delivery of processed turkeys from one or more authorized processors for the account of said processors, or who purchases processed turkeys from one or more authorized processors.

(12) "Turkey buyer" means a person who purchases turkeys for delivery to one or more authorized processors.

(13) "Governmental agency" means (i) the Armed Services of the United States (excluding for the purpose of this order, United States Army Post Exchanges, Sales Commissaries, United States Navy Ships' Service Departments, and United States Marine Corps Post Exchanges); (ii) the War Food Administration (including, but not being restricted to, any corporate agency thereof); (iii) the War Shipping Administration; (iv) the Veterans' Administration; and (v) any other instrumentalities or agency designated by the War Food Administrator. The term "governmental agency" also includes any person who, pursuant to a war food order, is entitled to purchase turkeys or processed turkeys subject to this order.

(14) "Armed Services of the United States" means the Army, the Navy, the Marine Corps, and the Coast Guard of the United States.

(15) "Designated U. S. Army Quartermaster Market Center" means:

(i) With respect to turkeys processed in Wisconsin, Illinois, Minnesota, Iowa, North Dakota, South Dakota, or Nebraska, the Officer in Charge, Field Headquarters, Perishable Branch, Subsistence Division, Office of the Quartermaster General, Attention: Poultry Section, 222 West Adams Street, Chicago 6, Illinois.

(ii) With respect to turkeys processed in Kansas, the Officer in Charge, Quartermaster Market Center, Attention: Poultry Section, Kansas City Food Terminal Building, Kansas City 15, Kansas.

(iii) With respect to turkeys processed in Missouri and Arkansas, the Officer in Charge, Quartermaster Market Center, Attention: Poultry Section, 707 Market Street, St. Louis 1, Missouri.

(iv) With respect to turkeys processed in Oklahoma, the Officer in Charge, Quartermaster Market Center, Attention: Poultry Section, 407 Savings Building, Oklahoma City, Oklahoma.

(v) With respect to turkeys processed in Texas, either the Officer in Charge, Quartermaster Market Center, Attention: Poultry Section, Produce Terminal Building, 1201 Jones Street, Fort Worth 2, Texas, or the Officer in Charge, Quartermaster Market Center, Attention: Poultry Section, 409 Milam Building, 115 West Travis Street, San Antonio 5, Texas.

(vi) With respect to turkeys processed in Arizona and New Mexico, the Officer in Charge, Quartermaster Market Center, Attention: Poultry Section, 334 Central Wholesale Terminal Building, Phoenix, Arizona.

(vii) With respect to turkeys processed in Utah, Idaho, Montana, and Nevada, the Officer in Charge, Quartermaster Market Center, Attention: Poultry Section, Produce Exchange Building, 426 S. W. Temple, Salt Lake City 1, Utah.

(viii) With respect to turkeys processed in Washington and Oregon, the Officer in Charge, Quartermaster Market Center, Attention: Poultry Section, 228 National Building, 1008 Western Avenue, Seattle 4, Washington.

(ix) With respect to turkeys processed in California, either the Officer in Charge Quartermaster Market Center, Attention: Poultry Section, 111 West Seventh Street, P. O. Box 6480, Los Angeles 55, California, or the Officer in Charge, Quartermaster Market Center, Attention: Poultry Section, 248 Battery Street, San Francisco 11, California.

(x) With respect to turkeys processed in Rockingham, Shenandoah, and Augusta Counties in Virginia, and Hardy, Pendleton, and Grant Counties in West Virginia, either the Officer in Charge, Quartermaster Market Center, Attention: Poultry Section, Room 825, 165 Broadway, New York 6, New York, or the Officer in Charge, Quartermaster Market Center, Attention: Poultry Section, North Blvd. and Kelly Road, Richmond 20, Virginia.

(xi) With respect to turkeys processed in Delaware; and Cecil, Kent, Queen Anne, Caroline, Dorchester, Wicomico, Talbot, Worcester, and Somerset Counties in Maryland; and Northampton and Accomac Counties in Virginia, the Officer in Charge, Quartermaster Market Center, Attention: Poultry Section, Dover Buying Office, Richardson Hotel, Dover, Delaware.

(xii) With respect to turkeys processed in Colorado and Wyoming, the Officer in Charge, Quartermaster Market Center, Attention: Poultry Section, Food Terminal Building, 177 Denargo Market, Denver 5, Colorado.

(16) "Dairy and Poultry Branch Field Representative" means the person in charge of the appropriate Dairy and Poultry Branch field office as follows for the States of California, Washington, Oregon, Nevada, Arizona, Wyoming, Utah, Idaho, Montana:

Paul Adams
Office of Distribution
821 Market Street
San Francisco, California

For the States of Arkansas, Colorado, Kansas, Louisiana, New Mexico, Texas, and Oklahoma:

C. M. Evans
Office of Distribution
425 Wilson Building
Dallas, Texas

For the States of Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee, and Virginia:

L. T. Wells
Office of Distribution
Western Union Building
Atlanta, Georgia

For the States of Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin:

Frank E. Blood
Office of Distribution
Room 2114, Mallers Building
5 South Wabash Avenue
Chicago, Illinois

For the States of Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, and West Virginia:

Francis D. Cronin
Office of Distribution
150 Broadway
New York, New York

(b) *Authorization of processors.* Any person who desires to process turkeys in a turkey area and to serve as an authorized processor may file with the Deputy Order Administrator, 2114 Mallers Building, 5 South Wabash Avenue, Chicago, Illinois, an application by letter or by telegram followed by letter of confirmation. The application submitted to the Deputy Order Administrator shall contain (1) a statement with respect to the location of each plant in a turkey area or areas where he is to process turkeys pursuant to the provisions hereof, and (2) a representation that 100 percent of the processed turkeys will be handled only in accordance with the provisions of this order. Thereupon, the Deputy Order Administrator shall consider such application and may issue a letter of authorization to process turkeys if he determines that such authorization is appropriate to effectuate the provisions hereof. If the Deputy Order Administrator declines to approve the application, the application shall be forwarded to the Director. The Director may issue a letter of authorization to the applicant if he determines that the issuance of such authorization is necessary or appropriate in the public interest and to promote the national defense. No person shall serve as, or represent himself to be, an authorized processor unless he has received from the Deputy Order Administrator or the Director a letter of authorization, as aforesaid; and an authorized processor shall not process turkeys except in the turkey area or areas specified in the letter of authorization issued by the Deputy Order Administrator or the Director.

(c) *Restrictions.* (1) No person, except as hereinafter provided, shall (i) sell, contract to sell, give, or deliver turkeys or processed turkeys or (ii) purchase, contract to purchase, receive, or accept delivery of turkeys or processed turkeys.

(2) No person, other than an authorized processor, shall process turkeys within a turkey area or areas.

(3) No person shall ship turkeys grown or located in a turkey area to any point outside of such area, except to an authorized processor in an adjoining turkey area; and no person shall accept delivery of turkeys grown or located in a turkey area different from the one in which such delivery of turkeys is effectuated, except an authorized processor may accept delivery of turkeys grown or located in a turkey area adjoining the turkey area in which the delivery of such turkeys is effectuated.

(4) Notwithstanding the provisions of (c) (1) and (c) (3) hereof, turkeys may be sold and delivered to, and purchased and delivery accepted by, a turkey buyer or an authorized processor. A turkey buyer may purchase and accept delivery of turkeys only in the event such turkeys are to be resold and delivered by him to an authorized processor.

(5) Each authorized processor shall set aside and thereafter hold 100 percent of the turkeys processed by him. The processed turkeys set aside or required to be set aside by an authorized processor may be sold or delivered by the authorized processor only to the U. S. Army Quartermaster Market Center, to a wholesale receiver, or such may be delivered to a cold storage warehouse. Each authorized processor who sells or delivers processed turkeys to a wholesale receiver, or who delivers processed turkeys to a cold storage warehouse, shall deliver, with each such shipment or delivery of processed turkeys, a certificate in duplicate, signed by him, in substantially the following language (with the appropriate information inserted in the blank spaces):

This is to certify that _____ pounds of processed turkeys hereby delivered are processed turkeys set aside pursuant to the provisions of War Food Order No. 106, issued by the War Food Administrator on July 11, 1944, and you are required, pursuant to the provisions of said order, to set aside and hold said processed turkeys in accordance with the provisions of said order.

(Signature of authorized processor)

This will acknowledge receipt of the above indicated quantity of processed turkeys set aside pursuant to War Food Order No. 106.

(Signature of wholesale receiver or cold storage owner or operator)

The aforesaid certificate shall be signed in duplicate by the person who accepts delivery, as aforesaid, of the processed turkeys, and such person shall return the original to the authorized processor, and shall retain the copy for two years after the date of receipt thereof.

(6) No person owning processed turkeys set aside or required to be set aside hereunder shall use such processed turkeys, in any manner whatsoever, or permit the use of such processed turkeys by another.

(7) Each wholesale receiver who purchases or accepts delivery of processed turkeys shall set aside and hold such processed turkeys until such processed turkeys are (i) purchased or rejected by the U. S. Army Quartermaster Market Center, (ii) released by the U. S. Army Quartermaster Market Center for sale to another governmental agency, or (iii) released by the Director.

(8) Notwithstanding the provisions of (c) (1), (c) (5) and (c) (6) hereof, processed turkeys set aside or required to be set aside hereunder may be sold, delivered, used, or removed from storage, subject only to the provisions of (c) (9) hereof, if such processed turkeys are offered, in writing, for sale to the U. S. Army Quartermaster Market Center and rejected by said U. S. Army Quartermaster Market Center.

(9) The owner or operator of cold storage, wherein processed turkeys are set aside or required to be set aside, may permit the removal of processed turkeys, set aside or required to be set aside hereunder, from cold storage, owned or operated by him, only if he obtains a certificate from the owner of such processed turkeys stating that (i) the processed turkeys have been purchased or rejected by the U. S. Army Quartermaster Market Center, (ii) such processed turkeys have been sold to a governmental agency pursuant to (7) (ii) hereof, or (iii) the processed turkeys have been released by the Director. The owner or operator of such cold storage shall, upon the Director's request, transmit any or all certificates, submitted as aforesaid, to the Director. All statements contained in or accompanying any such certificate shall be deemed to be representations to an agency of the United States. No person shall be entitled to rely upon any such certificate if he knows or has reasonable cause to believe it contains one or more false statements.

(10) Each owner or operator of cold storage shall, upon the request of the U. S. Army Quartermaster Market Center or the U. S. Army Veterinary Corps, make all processed turkeys, set aside or required to be set aside hereunder, in such cold storage, available for inspection by the U. S. Army Quartermaster Market Center or the U. S. Army Veterinary Corps.

(d) *Releases.* (1) If an owner has less than 25 turkeys and there is no authorized processor situated within 100 miles of the farm where the turkeys are located, and such owner makes written application to the Dairy and Poultry Field Representative, Office of Distribution, War Food Administration, for the release of the turkeys, said Dairy and Poultry Branch Field Representative may release the turkeys for local consumption. If, however, the released

turkeys are purchased by a turkey buyer or an authorized processor, such turkeys shall again become subject to the restrictions of this order.

(2) The Director may, notwithstanding the provisions hereof, release any turkeys or processed turkeys from the restrictions hereof if the Director determines that such release is necessary or appropriate in the public interest and to promote the national defense.

(e) *Exemption.* The provisions of this order shall not apply to turkeys used for home consumption by the owner of the turkeys.

(f) *Records and reports.* (1) Each authorized processor shall notify the designated U. S. Army Quartermaster Market Center for the State where said authorized processor has processed turkeys, at least 72 hours prior to the time when such processed turkeys will be available for inspection, that the processed turkeys will be available for inspection at the authorized processor's plant, the cold storage warehouse, or the wholesale receiver's warehouse. The notification shall state where the processed turkeys will be available for inspection, when shipment is to be made to the cold storage warehouse or wholesale receiver, and to whom payment is to be made if the processed turkeys are sold to the U. S. Army Quartermaster Market Center.

(2) Each wholesale receiver who receives processed turkeys shall, upon receipt of such processed turkeys, notify the Officer in Charge, Field Headquarters, Perishable Section, Subsistence Branch, Office of the Quartermaster General, Attention: Poultry Section, 222 West Adams Street, Chicago 6, Illinois. The aforesaid notice may, however, in lieu of the foregoing, be sent to the designated U. S. Army Quartermaster Market Center for the State in which the processed turkeys are located. Each wholesale receiver who receives processed turkeys shall, at least 72 hours prior to the time when such processed turkeys will be available for inspection, give notice, as aforesaid, with respect to the arrival of such processed turkeys and when such turkeys will be available for inspection at the address stated in said notice.

(3) The Director shall be entitled to obtain such information from, and require such reports and records by, any person as may be necessary or appropriate, in the Director's discretion, to the enforcement or administration of the provisions of this order.

(4) Every person subject to this order shall, for at least two years (or for such period of time as the Director may designate), maintain an accurate record of his transactions in turkeys and processed turkeys.

(g) *Audits and inspections.* The Director shall be entitled to make such audit or inspection of the books, records and other writings, premises or stocks of turkeys or processed turkeys of any person, and to make such investigations, as may be necessary or appropriate, in the Director's discretion, to the enforcement or administration of the provisions of this order.

(h) *Contracts.* The restrictions of this order shall be observed without regard to contracts heretofore or hereafter entered into, or any rights accrued or payments made thereunder.

(i) *Petition for relief from hardship.* Any person affected by this order who considers that compliance herewith would work an exceptional or unreasonable hardship on him may file a petition for relief with the Order Administrator. Such petition shall be addressed to Order Administrator, War Food Order No. 106, Dairy and Poultry Branch, Office of Distribution, War Food Administration, Washington 25, D. C. Petition for such relief shall be in writing and shall set forth all pertinent facts and the nature of the relief sought. The Order Administrator may take any action with reference to such petition which is consistent with the authority delegated to him by the Director. If the petitioner is dissatisfied with the action taken by the Order Administrator on the petition, he shall obtain, by requesting the Order Administrator therefor, a review of such action by the Director. The Director may, after said review, take such action as he deems appropriate, and such action shall be final. The provisions of this paragraph (i) shall not be construed to deprive the Director of authority to consider originally any petition for relief from hardship submitted in accordance herewith. The Director may consider any such petition and take such action with reference thereto that he deems appropriate, and such action shall be final.

(j) *Violations.* Any person who violates any provision of this order may, in accordance with the applicable procedure, be prohibited from receiving, making any deliveries of, or using turkeys or processed turkeys. In addition, any person who wilfully violates any provision of this order is guilty of a crime and may be prosecuted under any and all applicable laws. Further, civil action may be instituted to enforce any liability or duty created by, or to enjoin any violation of, any provision of this order.

(k) *Delegation of authority.* The administration of this order and the powers vested in the War Food Administrator, insofar as such powers relate to the administration of this order, are hereby delegated to the Director. The Director is authorized to redelegate to any employee of the United States Department of Agriculture any or all of the authority vested in him by this order; and one such employee shall be designated by the Director to serve as Order Administrator.

(l) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise provided herein or in instructions issued by the Director, be addressed to the Order Administrator, WFO 106, Dairy and Poultry Branch, Office of Distribution, War Food Administration, Washington 25, D. C.

(m) *Effective date.* This order shall become effective at 12:01 a. m., e. w. t., July 17, 1944.

NOTE: All reporting and record-keeping requirements of this order have been approved by, and subsequent reporting and record-keeping requirements will be subject to the approval of, Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 11th day of July 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 44-10204; Filed, July 11, 1944; 3:32 p. m.]

PART 1465—FISH AND SHELLFISH

[WFO 44-1, Amdt. 3]

CANNED FISH; FILING OF REPORTS

War Food Order No. 44-1, as amended (8 F.R. 5825; 9 F.R. 4319, 4321), is further amended to read as follows:

§ 1465.21 *Reports in connection with canned fish*—(a) *Definitions.* (1) "WFO 44" means War Food Order No. 44, as amended (8 F.R. 4227; 9 F.R. 4319, 4321).

(2) Each term defined in WFO 44 shall, when used herein, have the same meaning as is set forth for each such term in WFO 44.

(3) "1944 packing season" means the period (i) beginning with March 1, 1944, or any subsequent date on which a canner commences to produce any canned fish of the 1944 pack, and (ii) ending with February 28, 1945, or the date on which such canner ceases to produce any canned fish of the 1944 pack, whichever date is the earlier.

(b) *Weekly reports.* Each canner who produces any canned fish of the 1944 pack shall report on Form FDO-44-1 (Revised 3/1/44), entitled "Canned Fish: Weekly Pack Report," the total quantity of canned fish of the 1944 pack produced by such canner from each class of fish (designated in § 1465.20 (b) (1) of WFO 44) during each calendar week of such canner's 1944 packing season. Each such report shall be submitted for each calendar week during the respective canner's 1944 packing season regardless of whether or not such canner produced any canned fish of the 1944 pack during a particular calendar week. Each report for a calendar week or a part thereof subsequent to March 1, 1944, shall be submitted as aforesaid within four days after the last day of each such calendar week or part thereof.

(c) *Seasonal reports.* In addition to the weekly reports required to be submitted pursuant to (b) hereof, each canner, as aforesaid, shall (1) report on Form FDO-44-1 (Revised 3/1/44) the total quantity of canned fish of his 1944 pack of each class of fish (designated in § 1465.20 (b) (1) of WFO 44) produced by such canner during his 1944 packing season and (2) submit such report within 15 days after the last day of such canner's 1944 packing season.

(d) *Completion of reports.* The respective reports submitted pursuant to (b) and (c) hereof shall be completed in accordance with the instructions contained on the aforesaid Form FDO-44-1 (Revised 3/1/44).

(e) *Filing reports.* All reports required to be submitted pursuant to this order shall be addressed to the Director of Distribution, War Food Administration, Washington 25, D. C., Ref. WFO 44.

(f) *Effective date.* This order shall become effective at 12:01 a. m., e. w. t., July 16, 1944. With respect to violations, rights accrued, liabilities incurred, or appeals taken under War Food Order No. 44-1, as amended, prior to the effective time of the provisions hereof, the provisions of said War Food Order No. 44-1, as amended, in effect prior to the effective time hereof shall be deemed to continue in full force and effect for the purpose of sustaining any proper suit, action, or other proceeding, with respect to any such violation, right, liability, or appeal.

NOTE: All reporting requirements of this order have been approved by, and subsequent reporting and record-keeping requirements will be subject to the approval of, Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14785)

Issued this 10th day of July 1944.

LEE MARSHALL,
Director of Distribution.

[F. R. Doc. 44-10201; Filed, July 11, 1944; 2:22 p. m.]

TITLE 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. 5030]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

SAMUEL B. SMITH

§ 3.55 *Furnishing means and instrumentalities of misrepresentation or deception:* § 3.69 (a) *Misrepresenting oneself and goods—Business status, advantages or connections—Nature, in general:* § 3.72 (n 10) *Offering deceptive inducements to purchase or deal—Terms and conditions:* § 3.96 (b) *Using misleading name—Vendor—Nature, in general.* In connection with offer, etc., in commerce, of post cards or other mailable matter, (1) using the words "Central Clearing Office Occupational Information," or any other words of similar import, to designate, describe or refer to respondent's business; or otherwise representing, directly or by implication, that respondent's business is that of an employment agency or of placing persons in gainful positions; or (2) selling or distributing post cards or other mailable matter which represent, directly or by implication, that respondent's business is other than that of obtaining information to be used in the collection of debts; or which represent, directly or by implication, that the information sought by means of such devices is for any purpose other than for use in the collection of debts; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order, Samuel B. Smith, Docket 5030, June 13, 1944]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 13th day of June, A. D. 1944.

In the Matter of Samuel B. Smith, an Individual

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission and respondent's admission of all the material allegations of fact set forth in said complaint made at a hearing held at Springfield, Illinois, on February 10, 1944, at which hearing respondent waived the filing of the Trial Examiner's report upon the evidence, further hearing as to the facts and other intervening procedure, and agreed that the Commission might make its findings as to the facts and enter its order without further hearing, and the Commission having made its findings as to the facts and conclusion that said respondent has violated the provisions of the Federal Trade Commission Act;

It is ordered, That the respondent, Samuel B. Smith, an individual, his representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of post cards or other mailable matter in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Using the words "Central Clearing Office Occupational Information", or any other words of similar import, to designate, describe or refer to respondent's business; or otherwise representing, directly or by implication, that respondent's business is that of an employment agency or of placing persons in gainful positions.

2. Selling or distributing post cards or other mailable matter which represent, directly or by implication, that respondent's business is other than that of obtaining information to be used in the collection of debts; or which represent, directly or by implication, that the information sought by means of such devices is for any purpose other than for use in the collection of debts.

It is further ordered, That respondent shall, within sixty (60) days after service upon him of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which he has complied therewith.

By the Commission.

OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 44-10235; Filed, July 12, 1944; 10:55 a. m.]

TITLE 31—MONEY AND FINANCE

Chapter I—Monetary Offices

[1944 Dept. Circ. 1]

PART 129—VALUES OF FOREIGN MONEYS

THIRD QUARTER OF 1944

JULY 1, 1944.

§ 129.7 *Calendar year 1944.* * * *

(c) *Quarter beginning July 1, 1944.* Pursuant to section 522, title IV, of the Tariff Act of 1930, reenacting section 25 of the act of August 27, 1894, as amended, the following estimates by the Director of the Mint of the values of foreign monetary units are hereby proclaimed to be the values of such units in terms of the money of account of the United States that are to be followed in estimating the value of all foreign merchandise exported to the United States during the quarter beginning July 1, 1944, expressed in any such foreign monetary units: *Provided, however,* That if no such value has been proclaimed, or if the value so proclaimed varies by 5 per centum or more from a value measured by the buying rate in the New York market at noon on the day of exportation, conversion shall be made at a value measured by such buying rate, as determined and certified by the Federal Reserve Bank of New York and published by the Secretary of the Treasury pursuant to the provisions of section 522, title IV, of the Tariff Act of 1930.

(Sec. 25, 28 Stat. 552; sec. 403, 42 Stat. 17; sec. 522, 42 Stat. 974; sec. 523, 46 Stat. 739; 31 U.S.C. 372)

[SEAL] D. W. BELL,
Acting Secretary of the Treasury.

VALUES OF FOREIGN MONETARY UNITS (at par as regards gold units; nongold units have no fixed par with gold)

Country	Monetary unit	Value in terms of U. S. money	Remarks
Argentine Republic	Peso	$1.6335	Given valuation is of gold peso. Paper nominally convertible at 44% of face value. Conversion suspended Dec. 16, 1929.
Australia	Pound	8.2397	Control of gold stocks and exports authorized Dec. 17, 1929.
Belgium	Belga	.1695	By decree of Mar. 31, 1936. One belga equals 5 Belgian francs. The Anglo-Belgian financial agreement of June 7, 1940, fixed the rate of exchange of the Belgian franc and the franc of the Belgian Congo at 176.625 francs for £1 sterling.
Bolivia	Boliviano	.6180	Conversion of notes into gold suspended Sept. 23, 1931.
Brazil	Cruzeiro (Milreis)	.0025	Decree law of October 6, 1942, established the cruzeiro as the unit of currency, replacing the milreis. Official rate for cruzeiro in terms of the dollar, announced by the Bank of Brazil, is $0.0606. Conversion of Stabilization-Office notes into gold suspended November 22, 1930.
British Honduras	Dollar	1.6631	Conversion of notes suspended.
Bulgaria	Lev	.0122	Exchange control established Oct. 15, 1931.
Canada	Dollar	1.6631	Embargo on export of gold, Oct. 19, 1931; redemption of Dominion notes in gold suspended Apr. 10, 1933.
Chile	Peso	.2000	Given valuation is of gold peso. Gold pesos are received for conversion at the rate of 4 paper pesos for one gold peso. Conversion of notes suspended July 30, 1931.

VALUES OF FOREIGN MONETARY UNITS—Continued

Country	Monetary unit	Value in terms of U. S. money	Remarks
China	Yuan		Silver standard abandoned by decree of Nov. 3, 1935; bank notes made legal tender under Currency Board control; exchange rate for yuan fixed at 20 to the U. S. dollar by Stabilization Board of China, July 10, 1942.
Hong Kong	Dollar		Treasury notes and notes of the three banks of issue made legal tender by silver nationalization ordinance of Dec. 5, 1935; exchange fund created to control exchange rate.
Colombia	Peso	$0.5714	Obligation to sell gold suspended Sept. 24, 1931. New gold content of .56424 grams of gold 9/10 fine established by monetary law of Nov. 19, 1938, effective Nov. 30, 1938.
Costa Rica	Colon	.7879	Conversion of notes into gold suspended Sept. 18, 1914; exchange control established Jan. 16, 1932.
Cuba	Peso	1.0000	By law of May 25, 1934.
Czechoslovakia	Koruna	.4537	Conversion of notes into gold suspended Sept. 29, 1931.
Denmark	Krone	1.6931	U. S. money is principal circulating medium.
Dominican Republic	Dollar	.3386	Conversion of notes into gold suspended Feb. 9, 1932.
Ecuador	Sucre	8.3692	Conversion of notes into gold suspended Sept. 21, 1931.
Egypt	Pound (100 piasters)	.4537	Conversion of notes into gold suspended June 28, 1933.
Estonia	Kroon	.0426	Conversion of notes into gold suspended Oct. 12, 1931.
Finland	Markka		Provisions of monetary law of Oct. 1, 1936, providing for gold content of franc, superseded by decree of June 30, 1937, which stated that the gold content of the franc shall be fixed ultimately by a decree adopted by the Council of Ministers. Until issuance of such decree a stabilization fund shall regulate the relationship between the franc and foreign currencies.
France	Franc		Exchange control established July 13, 1931.
Germany	Reichsmark	.4033	Obligation to sell gold at legal monetary par suspended Sept. 21, 1931.
Great Britain	Pound Sterling	8.2397	Conversion of notes into gold suspended Apr. 26, 1932.
Greece	Drachma	.0220	Conversion of notes into gold suspended Mar. 6, 1933.
Guatemala	Quetzal	1.6931	National bank notes redeemable on demand in U. S. dollars.
Haiti	Gourde	.2000	Gold exports prohibited Mar. 27, 1931; lempira circulates as equivalent of half of U. S. Dollar.
Honduras	Lempira	.8466	Exchange control established July 17, 1931.
Hungary	Pengo	.2961	Obligation to sell gold at legal monetary par suspended Sept. 21, 1931.
India [British]	Rupee	.6180	Piaster pegged to French franc at the rate of 1 piaster = 10 French francs; conversion of notes into gold suspended Oct. 2, 1936.
Indo-China	Piaster		Conversion of notes into gold suspended Sept. 21, 1931.
Ireland	Pound	8.2397	New gold content of 46.77 milligrams of fine gold per lira established by monetary law of Oct. 5, 1936.
Italy	Lira	.0526	Embargo on gold exports Dec. 13, 1931.
Japan	Yen	.4440	Currency pegged to sterling Sept. 28, 1936, at 2,522 lati = £100; on Sept. 13, 1939, a law was passed providing that if the pound sterling should depreciate by more than 5 percent with respect to the United States dollar, or the Swedish krona, the Bank of Latvia shall take steps to keep the rate of exchange of the lat stable by basing in on gold or some other monetary unit.
Latvia	Lat		U. S. money is principal circulating medium.
Liberia	Dollar	1.6931	Free export of gold suspended Oct. 1, 1935.
Lithuania	Litas	.1693	Decree of Aug. 28, 1936, left the monetary unit, the peso, to be later defined by law.
Mexico	Peso		Suspension of convertibility of notes into gold and restrictions placed on free gold exports—Sept. 26, 1936; gold export prohibition repealed by decree June 28, 1938; prohibition restored by Act of Nov. 25, 1938. The Anglo-Netherlands financial agreement of June 14, 1940, established the official rate of exchange between the Netherlands Indies guilder and the pound sterling at 7.60 guilders for £1 sterling. By act of September 20, 1940, the Netherlands Indies Volksraad decided, subject to later ratification by law, that the Java Bank shall fix the value of its stocks of gold coin and bullion at Fl. 2.121 per kilogram fine.
Netherlands and colonies	Guilder (florin)	.6806	
Newfoundland	Dollar	1.6931	Newfoundland and Canadian notes legal tender.
New Zealand	Pound	8.2397	Conversion of notes into gold suspended and export of gold restricted, Aug. 5, 1914; exchange regulations Dec. 1931.
Nicaragua	Cordoba	1.6933	Embargo on gold exports Nov. 15, 1931.
Norway	Krone	.4537	Conversion of notes into gold suspended Sept 29, 1931.
Panama	Balboa	1.0000	U. S. money is principal circulating medium.
Paraguay	Guarani		New unit established by decree law Oct. 5, 1943, effective 30 days later; not tied to gold. Certain prior dated obligations etc., expressed in the gold peso (oro sellado) are converted as equivalent to 1¾ Guaranis. Initial exchange rate fixed by Bank of the Republic of Paraguay at 1 Guarani equals U. S. $0.3255. Exchange control established June 28, 1932.
Persia (Iran)	Rial	.0824	Obligation to pay out gold deferred Mar. 13, 1932; exchange control established Mar. 1, 1936.
Peru	Sol	.4740	Conversion of notes into gold suspended May 18, 1932.
Philippine Islands	Peso	.5000	By act approved Mar. 16, 1935.
Poland	Zloty	.1899	Exchange control established Apr. 27, 1936.
Portugal	Escudo	.0749	Gold exchange standard suspended Dec. 31, 1931.
Rumania	Leu	.0101	Exchange control established May 18, 1932.
Salvador	Colon	.8466	Conversion of notes into gold suspended Oct. 7, 1931.
Spain	Peseta		
Straits Settlements	Dollar	.9613	British pound sterling and Straits dollar and half dollar legal tender.
Sweden	Krona	.4537	Conversion of notes into gold suspended Sept. 29, 1931.
Switzerland	Franc		Order of Federal Council enacted Sept. 27, 1936, instructed the Swiss National Bank to maintain the gold parity of the franc at a value ranging between 190 and 215 milligrams of fine gold.
Thailand (Siam)	Baht (Tical)	.7491	Conversion of notes into gold suspended May 11, 1932.
Turkey	Piaster	.0744	Conversion of notes into gold suspended May 11, 1932.
Union of South Africa	Pound	8.2397	Conversion of notes into gold suspended Dec. 28, 1932.
Union of Soviet Republics	Chervonetz	8.7123	100 piasters equal to the Turkish £; conversion of notes into gold suspended 1916; exchange control established Feb. 26, 1930.
Uruguay	Peso	.6583	One chervonetz equals 10 rubles. Notes not convertible into gold.
Venezuela	Bolivar	.3267	Conversion of notes into gold suspended Aug. 2, 1914; exchange control established Sept. 7, 1931. New gold content of .585018 grams of pure gold per peso established by monetary law of Jan. 12, 1938.
Yugoslavia	Dinar	.0298	Exchange control established Dec. 12, 1936. Exchange control established Oct. 7, 1931.

[F. R. Doc. 44–10165; Filed, July 11, 1944; 11:28 a. m.]

TITLE 32—NATIONAL DEFENSE

Chapter VIII—Foreign Economic Administration

Subchapter B—Export Control

[Amdt. 192]

PART 811—BLANKET LICENSE "BLT"

Part 811 Blanket License "BLT" is hereby amended in the following particulars:

(1) Paragraph (a) of § 811.2 *General provisions* is hereby amended by inserting at the beginning of the second sentence thereof the words "Except as provided in § 811.3 of this part" and

(2) By adding thereto § 811.3 as follows:

§ 811.3 *Special provisions.* (a) The provisions of paragraph (g) of § 804.1 do not apply to applications for blanket licenses for the following commodities:

Commodity:	*Schedule B No.*
Radio receiving tubes	7078.05, 7078.98

(b) Applications for blanket licenses for the commodities listed in paragraph (a) of this section may bear the following legend in lieu of the legend prescribed in § 811.2 *General provisions.*

Application is hereby made to permit the applicant named above to export from the United States to the purchasers and consignees designated on the attached list the articles and materials described, in the quantity given, provided that the aggregate quantity of all such exports to the purchasers and consignees named therein does not exceed the total quantity for which the license is granted.

(c) A person exporting any commodity listed in paragraph (a) of this section pursuant to any blanket license shall endorse each Shipper's Export Declaration filed with the United States Collector of Customs at the port of exit or with the United States Postmaster at the place of mailing at the time of each exportation under such license with the following certification:

The undersigned represents to the Foreign Economic Administration that the commodities described herein are being exported under the provisions of BLT (Blanket) License No. ——, approved by FEA (date of validation), and this shipment is made in conformity with the terms of this license with respect to kind of material, quantity, value, foreign consignees and purchasers and all other conditions thereof.

(d) The provisions of § 801.7 shall not apply to exportations of the commodities listed in paragraph (a) of this section, when authorized for export by a blanket license. In lieu of the presentation of an original blanket license for clearance of the exportation with the United States Collector of Customs or the United States Postmaster, the exporter may present a Shipper's Export Declaration bearing the certification prescribed in paragraph (c) of this section.

(e) When clearance of a shipment has been made in accordance with provisions of paragraph (d) of this section, the holder of the blanket license authorizing such shipment shall endorse on the back of the license in the space reserved for entries by Collectors of Customs and Postmasters the following information:

1. Quantity.
2. Description.
3. Value.
4. Consignee (This shall be placed in the space labeled "name of vessel if export is made by water").
5. Port of exit or post office of mailing.
6. Date (This date shall be the date of filing of the Shipper's Export Declaration).
7. Initials of the endorsing official.

Such license shall be held available for inspection at any time by the Foreign Economic Administration.

(Sec. 6, 54 Stat. 714; Pub. Law 75, 77th Cong.; Pub. Law 238, 77th Cong.; E.O. 9361; 8 F.R. 9861; Order No. 1, 8 F.R. 9938; E.O. 9380, 8 F.R. 13081; Delegation of Authority No. 20, 8 F.R. 16235; Delegation of Authority No. 21, 8 F.R. 16320)

Dated: July 10, 1944.

S. H. LEBENSBURGER,
Director Requirements and Supply Branch, Bureau of Supplies.

[F. R. Doc. 44–10194; Filed, July 11, 1944; 12:04 p. m.]

Chapter IX—War Production Board

Subchapter B—Executive Vice-Chairman

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F. R. 6727.

PART 1010—SUSPENSION ORDERS

[Suspension Order S–577, Stay of Execution]

SPRINGFIELD MILL SUPPLY, INC.

Springfield Mill Supply, Inc. of 516 East Cecil Street, Springfield, Ohio, has appealed from the provisions of Suspension Order S–577, issued July 3, 1944, (§1010.–577) and has requested a stay on the ground that irreparable harm would be done its business if the suspension order were not stayed. The Deputy Chief Compliance Commissioner has directed that the provisions of the suspension order be stayed pending final determination of the appeal or until further order by the Chief Compliance Commissioner or Deputy Chief Compliance Commissioner. In view of the foregoing, *It is hereby ordered*, That: The provisions of Suspension Order S–577, issued July 3, 1944, are hereby stayed pending final determination of the appeal or until further order by the Chief Compliance Commissioner or Deputy Chief Compliance Commissioner.

Issued this 11th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10207; Filed, July 11, 1944; 4:43 p. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 1, Direction 22, as Amended July 12, 1944]

SPECIAL ALLOTMENTS

The following amended direction is issued pursuant to CMP Reg. 1:

(a) *Purpose.* (1) This direction outlines the way in which a manufacturer of Class A products who does not receive allotments from his customers in time to permit him to make full use of them, may apply for a special allotment.

(2) Special allotments will not be granted except in extraordinary cases of urgent need where a clear showing is made that failure to make the allotment will actually cause an interruption of production to the detriment of the war effort and that the applicant has made a diligent effort to obtain allotments from his customers and has been unable to do so. The showing of these facts must be set up in the letter of transmittal covering the application.

(3) Usually manufacturers applying for a special allotment will be either those who are several steps removed from a prime consumer and where unavoidable delay is involved in passing allotments down or those engaged in long cycle operations whose customers are not able to furnish them with advance allotments.

(4) Special allotments will not be granted to prime consumers.

(b) *How to apply for special allotments.* Applications for special allotments should be made on Form CMP–4B. The following variations from the instructions for preparing the form must be observed:

(1) Mark the application "Special Allotment Procedure" in Item 3 of the heading.

(2) Insert in Item 4 of the heading the description of the A product covered by the application.

(3) The applicant must show in section II his total anticipated production schedule for the Class A product covered by the application to be produced from the allotments for the quarters for which application is made.

(4) The applicant must show in section III his total requirements during the quarters covered by the application to fill the total anticipated production schedule shown in section II.

(5) Section IV must be filled out in accordance with the instructions.

(6) The applicant must show in section V the quantity of controlled materials for which a special allotment is required which will be the difference between the quantities shown in section III and the quantities shown in section IV.

(7) All other information called for on the CMP–4B application, including shipment by preference ratings and Claimant Agencies (section I), must be given by the applicant. The application should be filed with the War Production Board Ref: Special Allotment Procedure, and must be accompanied by a letter of transmittal explaining fully why the applicant feels he is entitled to special treatment.

(8) In those cases where the applicant has been instructed by a particular Claimant Agency or Industry Division to file an application for a special allotment he should indicate the name of the Claimant Agency or Industry Division in Item 1 of the heading.

(c) *Conditions on use of special allotments.* Conditions on the use of special allotments will be imposed in the letter of transmittal accompanying Form CMPL–150 on which the special allotment will be made. Among the conditions will be the following:

(1) A consumer receiving a special allotment must not use any allotment received from his customers to purchase controlled materials or Class A products needed in manufacturing the Class A product covered by the special allotment. This restriction applies only to the quarter or quarters covered by the special allotment. However, when a consumer has returned customer's allotments, as provided by paragraph (c) (4), in the full amount of the special allotment made to him for any one quarter, the consumer may use allotments from his customers during the rest of the quarter just as

though the special allotment had never been made.

(2) Authorized controlled material orders placed, or allotments made, on the basis of allotments received from customers (including SO orders received) prior to receiving the special allotment need not be changed, but the consumer receiving the special allotment must deduct from it the quantity of such orders and allotments for the same quarter.

(3) A manufacturer receiving a special allotment must not deliver any Class A product made out of controlled materials covered by the allotment to any customer unless the customer furnishes the manufacturer with an allotment and an authorized production schedule.

(4) A consumer receiving a special allotment must, not later than the fifth day of each calendar month following receipt of the special allotment, return to the Claimant Agency or Industry Division making the special allotment all allotments received from his customers for the manufacture of the Class A product covered by the special allotment, and must report allotments received and used prior to receipt of the special allotment. The return of allotments and reports must be made on Form CMP–28.

(d) *Quarters for which special allotments will be made.* This special allotment procedure will be used only to make allotments through the second quarter of 1945.

Issued this 12th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10253; Filed, July 12, 1944; 11:21 a. m.]

PART 3191—CIVILIAN AIRCRAFT [1]

[Limitation Order L–48, as Amended July 12, 1944]

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of materials entering into the production of aircraft for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3191.4 *General Limitation Order L–48*—(a) *Purposes and definitions.* This order forbids the manufacture of any aircraft and aircraft products, unless authorized in the manner provided in this order. It also forbids the transfer of the following products which have been made under authorization of the War Production Board: (1) New training devices or those which have been in operational use for less than six months and (2) new aircraft or other aircraft products or those which have had less than 100 hours flying time. For the purpose of this order, aircraft and aircraft products are airplanes, airframes, airplane propulsion engines, airplane propellers, gliders, and aircraft training devices designed to simulate actual flying conditions.

(b) *Manufacture of military aircraft, and aircraft products.* Manufacture of aircraft and aircraft products to fill a schedule approved by the Joint Aircraft Committee and Aircraft Production Board is not restricted by this order.

(c) *Manufacture of prototype aircraft and aircraft products.* Prototype aircraft and aircraft products may be manufactured. Preference ratings and an allotment symbol are assigned by Preference Rating Order P–43. Whether or not the allotment symbol or rating is used to get materials, prototypes for civilian use must be manufactured without diverting any manpower, technical skill or facilities from activities connected with the war effort.

(d) *Manufacture of other aircraft and aircraft products.* (1) The War Production Board will authorize the manufacture of other aircraft and aircraft products only if the demand for them is directly related to military needs or to the operation of a service to fill an essential need. No person may manufacture these aircraft or aircraft products except as authorized or permitted in this order.

(2) Applications to the War Production Board for approval of manufacture must be made by letter in triplicate, must be accompanied by an application on Form CMP–4B to cover the required materials, and must show the following:

(i) The proposed production by month;

(ii) A statement explaining in detail the use to be made of the aircraft or aircraft product and its relation to the military or other essential need;

(iii) If the application is for complete airplanes, it must also show the delivery schedule of the required engines and propellers describing the product and showing the manufacturer. If a schedule for complete airplanes is approved, the War Production Board will authorize the manufacture and transfer of the engines and propellers, and the manufacturers of the engines and propellers need only file with the War Production Board their applications for materials on Form CMP–4B.

(e) *Restrictions on the transfer of aircraft or aircraft products.* (1) No person may transfer any of the following aircraft or aircraft products manufactured under paragraph (d) above without specific authorization of the War Production Board: (i) New training devices or those which have been in operational use for less than six months, and (ii) New aircraft or other aircraft products or those which have had less than 100 hours flying time and are still airworthy.

(2) Applications for authorization to transfer aircraft and aircraft products must be made by the purchaser to the War Production Board on Form WPB–1319 unless authorization is granted under subdivision (d) (2) (iii) above. Only those applications showing important military or other essential needs will be considered.

(f) *Communications.* All applications for permission and other communications concerning this order should be addressed to: War Production Board, Washington 25, D. C. Ref: L–48.

(g) *Violations.* Any person who wilfully violates any provisions of this order, or who, in connection with this order, wilfully conceals a material fact, or furnishes false information to any department or agency of the United States is guilty of a crime and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control, and may be deprived of priority assistance.

Issued this 12th day of July, 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10256; Filed, July 12, 1944; 11:21 a. m.]

[1] Formerly Part 1087, § 1087.1.

PART 3216—MATERIAL ENTERING INTO THE OPERATION OF TRANSPORTATION SYSTEMS

[Preference Rating Order P–142, Direction 3, as amended July 12, 1944]

ADVANCE AUTHORIZATION FOR SPECIAL ITEMS OF CAR MATERIALS

The following amended direction is issued pursuant to Preference Rating Order P–142:

(a) This direction permits railroad operators to place advance orders for the following items of car materials listed in paragraph (b) (2) of Order P–142:

Air Brakes—AB	Code No. CA
Hand Brakes—Power	Code No. CB
Brake Beams	Code No. CH
Couplers and Coupler Bodies	Code No. MA
Bolster Springs—Car	Code No. MC

subject to the following conditions:

(1) Advance orders for items under this direction may be placed for delivery during each of the three calendar quarters following the quarter in which the order is placed. Thus during the second quarter of 1944, advance orders may be placed for delivery in the third and fourth quarters of 1944 and the first quarter of 1945.

(2) The operator may order for delivery in each advance quarter up to 75% of the amount of each of the above items authorized for him under Order P–142 for the first quarter of 1944. With the exception of power hand brakes (Code CB), he may use the same preference ratings, to the same extent as were authorized for the particular item for the first quarter of 1944. For power hand brakes, he may use only a rating of AA–3 for advance quarters, regardless of the ratings authorized for that item in the first quarter of 1944.

For example, if an operator was authorized in the first quarter of 1944 to buy 100 AB Air Brakes with AA–1 rating and 200 with AA–3 rating, he may, under this direction, place orders for each advance quarter for not more than 75 with AA–1 rating and 150 with AA–3 rating. Also, if he was authorized in the first quarter of 1944 to buy 10 power hand brakes with AA–1 rating and 50 with AA–3 rating, he may, under this direction, place advance orders each quarter for 45, all with AA–3 rating.

(b) Each operator must continue to apply each quarter on Form WPB–2585 for firm authorizations in accordance with paragraph (k) (3) of Order P–142. To the extent that the firm authorization on that form differs from the advance authorization for any item under this direction, orders must be cut back, or new orders may be placed, accordingly.

(c) This direction applies to railroad and private car line operators under Order P–142 (serial numbers below 1500), but not to transit operators.

(d) If an operator has no first quarter 1944 authorization to use as a "base" (against which to apply the 75% quota for advance ordering of any item under this direction), the War Production Board may establish such a base by written authorization to the operator. It may also direct that an operator's base be increased or reduced if his first quarter 1944 authorization does not properly represent his advance quarterly needs for the particular item. If such a revised base is established for an operator, he may place advance orders against it subject to all provisions of this direction.

Issued this 12th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10251; Filed, July 12, 1944; 11:21 a. m.]

PART 3285—LUMBER AND LUMBER PRODUCTS

[Order L–335, Direction 8, as Amended July 12, 1944]

DISTRIBUTOR RECEIPTS ON CERTIFIED BUT UNRATED ORDERS AND RETAIL SALES ON UNCERTIFIED AND UNRATED ORDERS

The following amended direction is issued pursuant to Order L–335:

(a) *What this direction does.* This direction tells distributors how they can get lumber other than by extending their customers' certified orders, and explains what lumber may be sold by sawmills and distributors on uncertified and unrated orders. It also permits distributors to validate certain orders that distributors have placed with sawmills.

(b) *Lumber that a distributor may receive on certified but unrated orders.* Every distributor who was engaged in the business of selling lumber at retail before May 1, 1944, and who had a lumber inventory at that date is permitted to place certified but unrated orders with his lumber supplier and receive in each calendar quarter either 5,000 board feet of lumber or 10 percent of the amount of lumber he received in the same calendar quarter of 1943 provided the 10 percent is not more than 8,000 board feet of lumber. Orders that a distributor places with his lumber supplier to get this amount of lumber must bear the certification described in paragraph (q) (4) of Order L–335. A distributor is not authorized to apply a preference rating to such an order. Lumber that a distributor receives under this provision is in addition to any lumber that he is authorized on Form WPB–3813 to receive or any lumber he is authorized to receive through the extension of his customers' certified orders or under the provisions of paragraph (g) below.

(c) *Distribution yard of sawmill included.* If a person operates both a sawmill and a distribution yard and the distribution yard was engaged in selling lumber at retail prior to May 1, 1944, and had a lumber inventory at that date, the distribution yard may receive the same quantity of lumber from the sawmill as it would be entitled to receive from any other supplier. A transfer of lumber from the person's sawmill stock to his distributor stock must be treated the same way as if the transfer were from another lumber supplier and he must keep a record of the transfer in his sawmill files and endorse the certificate provided for in paragraph (q) (4) of Order L–335 of that record.

(d) *Distributor sales on uncertified and unrated orders.* The 5,000 to 8,000 board feet of lumber that a distributor receives under the provisions of paragraph (b) above is intended for sale to persons who need lumber for a purpose for which such persons have no rating or a rating of AA–5 MRO. This includes industrial plants, business enterprises and private individuals who do not have a rating, and industrial plants and business enterprises (except Class I consumers) who have an AA–5 MRO preference rating but who are not authorized to use it on a lumber order. Such persons are defined in paragraph (m) of Order L–335 as "all other consumers". Any lumber that a distributor receives under the provisions of paragraph (b) above may be sold on certified orders provided an equivalent amount of lumber so sold is made available to persons that are not authorized to place certified orders. A distributor must not sell more lumber on uncertified and unrated orders in a calendar quarter than the 5,000 to 8,000 board feet of lumber he is authorized to receive under paragraph (b) above.

(e) *Sawmills that also sell at retail but do not have a distribution yard.* Sawmills that were engaged in selling lumber at retail on May 1, 1944, but do not maintain a separate retail distribution yard are authorized to withdraw lumber from sawmill stock and sell it on uncertified and unrated orders to the same extent that a distributor is authorized to sell lumber on such orders under the above provisions, and the sawmill must compute the amount of lumber that he is authorized to sell on uncertified and unrated orders in the same way that a distributor computes the amount of lumber that he is authorized to receive on certified but unrated orders under the provisions of paragraph (b) above.

(f) *Distributors' validation of orders placed with lumber suppliers during the months of June and July, 1944.* Every lumber distributor is authorized to place orders with his lumber supplier and to receive from his supplier the amount of lumber that the distributor sold from July 16 to July 31, 1944, on rated orders (except orders rated AA–5 MRO) of his customers. Orders that a distributor places with a lumber supplier under this authority must bear the certification prescribed in paragraph (q) (3) of Order L–336. A distributor may place a new order for this amount of lumber with a supplier or he may validate any orders already placed with suppliers for this amount of lumber. In validating orders already placed with suppliers, the distributor must send to the supplier the certificate required and must indicate the order that is covered by the validation. Such orders may be placed or validated only to the extent the distributor is authorized to receive lumber under the above provision. Any lumber distributor that has received from the War Production Board a release on Form WPB–2720 under Order L–290, M–361, and M–364 which is dated subsequent to May 31, 1944 and has placed an order with a sawmill but is not able to receive delivery of that lumber before August 1, 1944, may validate such an order by providing the supplier with the certification described in paragraph (q) (4) of Order L–335. If the order is validated before July 20, 1944, the supplier may ship the lumber any time before September 1, 1944. If the order is not validated before July 20, 1944, it may not be shipped after July 31, 1944. Other lumber orders that a distributor has placed with his lumber supplier for delivery subsequent to August 1, 1944 may be validated only to the extent that he has received certified orders from his customers requesting delivery after August 1, 1944. The validation of such an order may only be made by extending his customers' certified orders as provided in paragraph (o) (1) of Order L–335. All other orders placed by distributors which cannot be delivered prior to August 1, 1944 must be cancelled by notifying the supplier.

(g) *Uncertified and unrated orders.* A distributor may place uncertified and unrated orders with and accept delivery of lumber from (1) lumber mills that produce less than 100,000 board feet of lumber per year; (2) sawmills that are permitted to accept and ship lumber on uncertified and

unrated orders under paragraph (e) of Directions 1 to 5 inclusive; and (3) sawmills that are included in Direction 7. Acceptance of delivery on such orders is authorized. However, sawmills may not deliver lumber on an uncertified and unrated order if it will interfere with the filling of a certified order. The fact that a distributor is permitted to receive lumber under this paragraph on uncertified and unrated orders does not permit him to sell on uncertified and unrated orders more than the five to eight thousand board feet of lumber that he is authorized to sell on such orders under paragraph (d) above.

Issued this 12th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10252; Filed, July 12, 1944; 11:21 a. m.]

PART 3285—LUMBER AND LUMBER PRODUCTS

[Order L-335, Direction 10, as Amended July 12, 1944]

RECEIPTS OF LUMBER

Direction No. 10 to Order L-335 is amended to read as follows:

For the purposes of Order L-335 lumber shall be considered as having been received when it reaches the place to which the receiver instructed the supplier to ship it. The only exceptions are: (1) lumber placed in transit by a lumber supplier before June 15, 1944 and received by a Class I Consumer after June 30, 1944 is to be considered as having been received by the Class I Consumer before the beginning of the third quarter and is not chargeable against the amount of lumber that he is authorized to receive in the third quarter; and (2) lumber placed in transit by a supplier before July 20, 1944 on orders of consumers or lumber placed in transit by a supplier before July 31, 1944 on orders of lumber distributors which is not received before August 1, 1944 is to be considered as having been received by the consumer or the distributor before August 1, 1944. This exception does not apply to orders on which delivery was requested subsequent to July 31, 1944.

Issued this 12th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10254; Filed, July 12, 1944; 11:21 a. m.]

PART 3288—PLUMBING AND HEATING EQUIPMENT

[Limitation Order L-23-c, Interpretation 3]

CHROMIUM PLATING FOR REFLECTOR PLATES

The following interpretation is issued with respect to Limitation Order L-23-c: The restrictions contained in paragraph (c) (5) do not prohibit the use of chromium plated steel for heat reflectors as a functional part of radiant heaters, where no suitable substitute material has been found and where the use of such reflectors is necessary to avoid high floor temperature and to decrease fire hazard.

Issued this 12th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10255; Filed, July 12, 1944; 11:21 a. m.]

PART 3293—CHEMICALS

[General Allocation Order M-300, Schedule 36]

GLYCOL ETHERS

§ 3293.1036 *Schedule 36 to General Allocation Order M-300*—(a) *Definition.* "Glycol ether" means any one of the following:

(1) Monobutyl ether of ethylene glycol

(2) Monomethyl ether of ethylene glycol

(3) Monoethyl ether of ethylene glycol

(4) Monoethyl ether of diethylene glycol

(b) *General provisions.* Glycol ethers are subject to allocation under General Allocation Order M-300 as Appendix A materials. The initial allocation date is August 1, 1944. The allocation period is the calendar month and the small order exemption per person per month is as follows:

Monobutyl ether of ethylene glycol	4,000 lbs.
Monomethyl ether of ethylene glycol	2,150 lbs.
Monoethyl ether of ethylene glycol	4,100 lbs.
Monoethyl ether of diethylene glycol	2,300 lbs.

(c) *Suppliers' applications on WPB-2946.* Each supplier seeking authorization to deliver shall file application on Form WPB-2946 (formerly PD-601). Filing date is the 25th day of the month before the proposed delivery month. File a separate set of forms for each glycol ether. Send three copies (one certified) to the War Production Board, Chemicals Bureau, Washington 25, D. C., Ref: M-300-36. The unit of measure is pounds. An aggregate quantity may be requested of each glycol ether, without specifying customers' names, for delivery on exempt small orders. Fill in Table II.

(d) *Customers' applications on WPB-2945.* Each person seeking authorization to use or accept delivery shall file application on Form WPB-2945 (formerly PD-600). Filing date is the 20th day of the month before the requested allocation month. File a separate set of forms for each different glycol ether. Send three copies (one certified) to the War Production Board, Chemicals Bureau, Washington 25, D. C., Ref: M-300-36, and one copy (reverse side blank) to the supplier. The unit of measure is pounds. Fill in Column 3 in terms of the following:

Carburizing fluids
Chemical manufacture (specify product)
Cosmetics
Coupling agents (specify product)
General solvent (specify—for example, marking ink, dyestuffs, lacquers, woodstain)
Hydraulic fluids
Metal cutting oils
Textile oils
Other primary products (specify)
Export (as glycol ether)
Inventory (as glycol ether)
Resale (as glycol ether)

In Column 4 specify ultimate use to which each primary product will be put in terms of the following: civilian, industrial, Lend-Lease, other export, or military. If the primary product is required for more than one of these uses, specify percentage for each use. In the case of military use specify contract and specification numbers. Opposite "export", "inventory" or "resale" in Column 3, fill in Column 4 in accordance with paragraph (11-a) of Appendix E of Order M-300. Fill in the other columns of Table I and fill in Tables II and III. Leave Tables IV and V blank.

(e) *Budget Bureau approval.* The above reporting requirements have been approved by the Bureau of the Budget in accordance with Federal Reports Act of 1942.

(f) *Communications to War Production Board.* Communications concerning this schedule shall be addressed to War Production Board, Chemicals Bureau, Washington 25, D. C., Ref: M-300-36.

Issued this 11th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10208; Filed, July 11, 1944; 4:43 p. m.]

PART 3293—CHEMICALS

[Allocation Order M-336, Revocation]

GLYCOL ETHERS

Section 3293.481 *Allocation Order M-336* is hereby revoked. This revocation does not affect any liabilities incurred under the order.

Beginning August 1, 1944, glycol ethers are subject to allocation under General Allocation Order M-300 as Appendix A materials, subject to Schedule 36, issued simultaneously with this revocation.

Issued this 11th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10209; Filed, July 11, 1944; 4:43 p. m.]

Chapter XI—Office of Price Administration

PART 1360—MOTOR VEHICLES AND MOTOR VEHICLE EQUIPMENT

[MPR 540[1], incl. Amdt. 1]

MAXIMUM PRICES FOR USED PASSENGER AUTOMOBILES

This compilation of Maximum Price Regulation 540 includes Amendment 1, effective July 10, 1944. The text amended by Amendment 1 is underscored. Amended portions of the Appendices are indicated by notes.

In the judgment of the Price Administrator, prices of used passenger automobiles have risen to an extent and in a manner inconsistent with the purposes of the Emergency Price Control Act of 1942, as amended. The Price Administrator has ascertained and given due consideration to the prices of used passenger automobiles prevailing between October 1 and 15, 1941, and has made adjustments for such relevant factors as he has determined to be of general applicability. So far as practicable, the Price Administrator has consulted with and has been advised by representative members of the industry which will be affected by this regulation.

In the judgment of the Price Administrator the maximum prices established by this regulation are and will be generally fair and equitable and will effectuate the purposes of the act. A statement of the considerations involved in the issuance of this regulation has been issued simultaneously herewith and has been filed with the Division of the Federal Register.

Such specifications and standards as are used in this regulation were, prior to such use, in general use in the trade or industry affected.

§ 1360.652 *Maximum prices for used passenger automobiles.* Under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Orders 9250 and 9328, Maximum Price Regulation 540 (Maximum Prices for Used Passenger Automobiles), which is annexed hereto and made a part hereof, is hereby issued.

[1] 9 F.R 6434.

AUTHORITY: § 1360.652 issued under 56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.

MPR 540—MAXIMUM PRICES FOR USED PASSENGER AUTOMOBILES

ARTICLE I—SCOPE OF REGULATION AND PROHIBITION

Sec.
1. Applicability of regulation.
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ARTICLE I—SCOPE OF REGULATION AND PROHIBITION

SECTION 1. *Applicability of this regulation*—(a) *To what sales this regulation applies.* This regulation applies to all sales by dealers and other persons of used passenger automobiles.

(1) *Definition of used passenger automobile ("used car").* "Used passenger automobile", (called "used car" in this regulation), means:

(i) Any automobile which has a seating capacity of less than eleven persons, and which, irrespective of mileage, has been used for any purpose other than for the purpose of selling it;

(ii) A 1941 model year automobile used as a demonstrator; and

(iii) The chassis or body of an automobile described in paragraph (i) or (ii).

This definition includes, among others, used taxicabs and station wagons but it does not inclue 1942 model year automobiles used as demonstrators.

[Subparagraph (1) amended by Am. 1, effective 7-10-44]

(b) *Geographical applicability.* This regulation applies to the forty-eight states of the United States and the District of Columbia, but not to the territories and possessions of the United States.

SEC. 2. *Prohibition against dealing in used cars at prices above the maximum.* (a) On and after July 10, 1944, regardless of any contract or other obligation, except as provided in paragraphs (b), (c) and (d):

(1) No person shall sell or deliver any used car at a price higher than the maximum price permitted by this regulation; and

(2) No person, in the course of trade or business, shall buy or receive a used car at a price higher than the maximum price permitted by this regulation, but if he, the purchaser, has received from the seller a written statement that the price charged does not exceed the maximum price, and he has no knowledge to the contrary, he shall be deemed to have complied with this subparagraph (2); and

(3) No person shall agree, offer or attempt to do any of the acts prescribed in subparagraphs (1) and (2) of this section.

(b) A war procurement agency as defined in section 15 (d), or any contracting officer thereof, or any country whose defense the President deems vital to the defense of the United States under the terms of the Lend-Lease Act, or any government agency of such a country, shall not be subject to the provisions of paragraph (a)(2). Moreover, any war procurement agency contracting officer, with respect to purchases he makes, in his official capacity, of used cars, and any paying finance officer of the United States, with respect to payments he may make, in his official capacity, in connection with purchases of used cars, shall be relieved of any and every liability, civil or criminal, imposed by this regulation or by the Emergency Price Control Act of 1942, as amended.

(c) Nothing in this regulation shall prevent the fulfilment of any written contract for the purchase of a used car whether in the nature of a conditional sales agreement, rental contract providing for purchase or other arrangement, entered into before July 10, 1944, and under which the used car has been delivered prior to July 10, 1944.

(d) Where a promissory note covering payment to a dealer or other seller for a car is discounted by a bank, finance com-

pany, or other person and the latter takes possession of the used car after default by the maker of the note, the return of the repossessed used car to the dealer in connection with the recovery from him of the unpaid balance of the note does not constitute a sale, purchase, or transfer subject to the regulation. However, the sale of a repossessed used car by such a holder of "car paper" at public or private sale, except the return of a used car in connection with a contract to repurchase, is subject to the regulation. Notwithstanding the provisions of this paragraph, where a promissory note covering payment to a dealer or other seller for a car is discounted by a bank, finance company, or other person and the latter takes possession of the used car after default by the maker of the note, nothing in this regulation shall prevent the bank, finance company, or other person who discounted the note from selling the used car for an amount not exceeding the unpaid balance on the note, or the applicable maximum price if it is higher, in the case of a used car delivered prior to July 10, 1944, by the dealer or other seller to the person making the note.

[Paragraph (d) amended by Am. 1, effective 7–10–44].

SEC. 3. *Relation to other regulations*—(a) *In general.* The transactions, persons, and commodities subject to this regulation shall not be subject to any other regulation issued by the Office of Price Administration in so far as they are affected by this regulation, except as provided in paragraphs (b) and (c).

(b) *Exports.* The provisions of this regulation do not apply to the purchase, sale or delivery for export from the Continental United States of a used car. Such a sale, purchase or delivery is covered by the Second Revised Maximum Export Price Regulation.[2]

(c) *Imports.* The provisions of this regulation shall apply to the sale, purchase or delivery of used cars manufactured outside of and imported into the Continental United States only where such used cars are imported from the Dominion of Canada or Mexico. All other sales, purchases or deliveries of imported used cars are subject to the Maximum Import Price Regulation.[3]

SEC. 4. *Less than maximum prices.* Prices lower than maximum prices established by this regulation may be charged and paid.

ARTICLE II—MAXIMUM PRICES

SEC. 5. *Maximum prices for used cars*—(a) *For sales during the six months period beginning on July 10, 1944.* To figure the maximum price of a used car sold during the six months period beginning on July 10, 1944, and ending on January 9, 1945, the seller must

(1) Find the base price according to section 6; and

(2) Add to it the allowance in Appendix D for any piece of equipment listed there which is sold attached to the car; and

(3) If the car is sold as a warranted car (as defined in section 7) by a dealer to a non-dealer, add $100.00 or, if it is higher, add 25% of the total of the base price and any equipment allowance. If the amount to be added is in cents (that is, a certain number of dollar and cents) the amount shall be evened to the nearest dollar.

[Subparagraph (3) amended by Am. 1, effective 7–10–44]

(b) *For sales after the six months period covered by paragraph (a).* For any car sold after the six months period described in paragraph (a) has expired, the seller must figure the maximum price as in paragraph (a), except that he must subtract from it 4% of the total of the base price and the equipment allowanee, if any, for each half year after such six months period up to and including the half year containing the day of sale.

Note that this 4% half year depreciation does not apply to the additional amount allowed under paragraph (a) (3) for a warranted car.

SEC. 6. *How to find the base price.* In figuring his maximum price, the seller shall take as his base price a price found by following the directions given below which apply to the used car he is selling, always using, when he does so, the prices given in Appendix B for the particular region in which the car is located at the time of sale. The regions for which prices are listed in Appendix B and the states included in each region are stated in Appendix A.

(a) *For a complete car listed in Appendix B.* Take the base price listed in Appendix B.

(b) *For a complete car not listed in Appendix B.* (1) If its body and chassis were made by different manufacturers: Take the base price in Appendix B for the most comparable car of the same make, model year, body type, passenger capacity, and wheel base.

(2) If its model year is 1937 or later but its make is not listed in Appendix B: Take the base price in Appendix B for the most comparable car as to model year, body type, passenger capacity, and wheel base.

(3) If its model year is 1936 or before and the make is listed in Appendix B: Take the base price in Appendix B for the 1937 year model of the same make, body type, passenger capacity, and wheel base.

(4) If its model year is 1936 or before and the make is not listed in Appendix B: Take the base price in Appendix B for the 1937 model year of the comparable make and model listed in Appendix C, or if a comparable make or model is not listed in Appendix C, take the base price for the 1937 model year car listed in Appendix B which is most comparable as to body type, passenger capacity, and wheel base.

(c) *For a chassis or body.* (1) If a chassis of a car is sold separately, the base price shall be 70% of the base price established by this section for the complete car.

(2) If the body of a car is sold separately, the base price shall be 30% of the base price established by this section for the complete car.

(d) *For a complete car consisting of a used chassis and a new body.* When a seller sells a complete car consisting of a new body attached to a used chassis, the base price shall be

(1) The base price for the used chassis as established by this section, plus

(2) The price of the new body under the applicable maximum price regulation.

SEC. 7. *Warranted used cars.* (a) *Definition.* A warranted used car is one in good operating condition for which the dealer furnishes to the purchaser the following warranty in writing:

DEALER'S WARRANTY

The used car described below, including any equipment named in Appendix D of Maximum Price Regulation 540, is hereby warranted to be in good operating condition, and to remain in such condition under normal use and service for a period of 30 days after delivery, or 1,000 miles, whichever may first occur.

We agree, if said car is delivered during the above period to our place of business, to make with reasonable promptness any repairs or replacements which may be necessary to its good operating condition in accordance with normal use and service, at a cost to the purchaser named below of not more than 50% of the normal charge for such repairs and replacements. Our normal charge is not in excess of OPA ceilings.

This warranty does not extend to tires, tubes, paint, glass, upholstery, or to any repairs or replacements made necessary by misuse, negligence or accident.

Make of used car_____
Model_____
Serial number_____ Body type _____
Motor number_____ Date of delivery _____
Speedometer reading_____ Total selling price____
Name of purchaser — Name of dealer making sale
Address — (per)_____
Name of proper representative thereof and title
Address

[Dealer's warranty amended by Am. 1, effective 7–10–44]

(b) *Additional warranties by dealer.* A dealer may extend to the purchaser warranties in addition to those provided in the warranty stated in paragraph (a), but this shall be done in a warranty separate and in addition to the warranty provided in paragraph (a), and the maximum price established by section 5 shall not be increased thereby.

(c) *Purchaser's legal remedies for dealer's failure to perform obligations of warranty.* The nature of a purchaser's legal remedies for the breach of a dealer's warranty, which are those existing under the applicable state law, is not changed by this regulation.

ARTICLE III—MISCELLANEOUS

SEC. 8. *Federal and state taxes.* There may be added to the maximum price for the sale of any used car the amount of any Federal, State, county or municipal tax upon, or incident to, the particular sale, or delivery or processing in connection with such sale. There may also be added to this maximum price the amount of any Federal, State, county or municipal tax on the use of such car which applies to any unexpired part of the period the tax covers. The amount of such taxes must be included in the certificate of transfer required under section 11. Any taxes paid on the car or extra equipment when new are not to be added to, or included in, the maximum price under this section.

SEC. 9. *Evasion.* It shall be a violation of this regulation to charge a price above the applicable maximum price in connection with any sale of a used car, either alone or in conjunction with any other consideration even though the price increase appears only indirectly. Specifically, the seller is not permitted to require the purchaser, as a condition of the sale or transfer of the car, to make payment over a period of time; to require him to finance the purchase through any particular lending agency; to require him to purchase any equipment, accessories, repairs, parts or services so as to increase the total compensation above the maximum price; to require him to purchase any other commodity or service; or to require him to make payment in whole or in part by exchanging or transferring or trading in any other vehicle or other product or commodity, or where there is an exchange, transfer or trade-in, to require him to accept an allowance for the vehicle, product or commodity exchanged, transferred or traded in which is below its reasonable value. Furthermore, the seller is prohibited from providing for purchase of the used car by a lessee under a rental contract at an agreed valuation which together with the amount paid for the rental is higher than the applicable maximum price at the time the rental contract is entered into, and from making the terms and conditions of sale more onerous to purchasers than they have customarily been except to the extent allowed by this regulation. However, the Office of Price Administration may upon written request grant written permission to any dealer subject to this regulation to change his credit terms, where such change is necessitated by orders issued by, or at the request of, the United States.

SEC. 10. *Label or tag to be attached by dealer to a used car.* Every dealer offering a used car for sale shall attach to it in a conspicuous place a label or tag not smaller than 4" x 8" in the form set forth in Appendix E, on which shall be set forth legibly all of the information called for in Appendix E.

SEC. 11. *Certificate of transfer that must be completed for a sale of a used car.* Every person when he sells or purchases a used car shall complete a certificate of transfer, Appendix F, which may be obtained from dealers or from the local War Price and Rationing Board. When the used car has been sold, the seller shall insert the details of the sale on the certificate and both the seller and purchaser shall certify on the certificate that they have complied with this regulation and that the selling price was not above the maximum established by the regulation. The completed certificate shall be delivered to the purchaser who shall turn it in to his local War Price and Rationing Board on or before the date he applies to that Board for gasoline rationing coupons for the used car he has purchased. Any misrepresentation in connection with the certificate shall be subject to the penalties provided by the applicable statutes of the United States. This section shall not be applicable to sales when made to dealers.

[Sec. 11 amended by Am. 1, effective 7–10–44]

SEC. 12. *Records and reports.* Every person who sells a used car shall, so long as the Emergency Price Control Act of 1942, as amended, remains in effect, keep and make available for examination by the Office of Price Administration records customarily kept in connection with the sale of a used car, and a copy of the warranty, if any, furnished in accordance with section 7.

SEC. 13. *Enforcement.* Persons violating any provisions of this regulation are subject to the criminal penalties, civil enforcement actions, proceedings for suspension of licenses, and suits for treble damages provided for by the Emergency Price Control Act of 1942, as amended.

SEC. 14. *Licensing.* The provisions of Licensing Order No. 1,[4] licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation. A seller's license may be suspended for violations of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

SEC. 15. *Definitions.* When used in this regulation, the term:

(a) "Person" includes an individual, corporation, partnership, association or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(b) "Dealer" means a person engaged, in whole or in part, in the business of buying, selling, repairing and reconditioning used cars and who maintains a place of business for the display, sale, repairing and reconditioning of such cars. A person who cannot qualify as a dealer because he does not maintain a place for repairing and reconditioning may be approved in writing as a dealer under this regulation by the Office of Price Administration regional office for the region in which his place of business is located, or a district office in that region authorized by such regional office, if he provides adequate evidence to that office that he has established, and is in a financial position to maintain, a working arrangement with a reputable business engaged in the repairing and reconditioning of used cars.

(c) "Sale" includes sales, dispositions, exchanges, and other transfers and contracts and offers to do any of the foregoing. It includes conditional sales and sales under rental contracts, lease agreements or other agreements. It also includes transfers by banks, finance companies, or other persons discounting promissory notes following the taking of possession by such persons upon default of the person making such promissory notes. The term "sale" does not refer to the adjustment of losses made in connection with settlements of claims under policies of insurance against fire, theft, collision, other loss of property or other coverage, even though the right of subrogation may be involved. The terms "sale", "seller", "selling", "purchase", "purchaser" and "purchasing" shall be construed accordingly.

(d) "War procurement agency" includes the War Department, the Department of the Navy, the United States Maritime Commission, the Lend-Lease Section of the Procurement Division of the Treasury Department, and the following subsidiaries of the Reconstruction Finance Corporation: Rubber Reserve Corporation, Metals Reserve Corporation, Defense Plant Corporation, and Defense Supplies Corporation, or any agency of any of the foregoing.

SEC. 16. *Petitions for amendment of general applicability.* Any person seeking a modification of any provision of this regulation may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1[5] issued by the Office of Price Administration.

APPENDIX A—REGIONS FOR WHICH BASE PRICES ARE LISTED IN APPENDIX B AND STATES INCLUDED IN SUCH REGIONS

Region A: Alabama, Connecticut, Delaware, District of Columbia, Florida, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, Mississippi, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, and Wisconsin.

Region B: Arkansas, Colorado, Iowa, Kansas, Louisiana, Minnesota, Missouri, Montana, Nebraska, New Mexico, North Dakota, Oklahoma, South Dakota, Texas, and Wyoming.

Region C: Arizona, California, Idaho, Nevada, Oregon, Utah, and Washington.

[Appendix A amended by Am. 1, effective 7–10–44]

APPENDIX B—TABLES OF "BASE PRICES"

LIST OF ABBREVIATIONS

A/S=Auxiliary seat.
A/W=All weather.
Bus=Business.
Comb=Combination.
Comp=Compartment.
Cont=Continental.
Conv=Convertible.
Cur=Curtain.
Div=Division.
Dr=Door.
F/B=Fast back.
F/W=Full-width rear seat.
Holyd=Hollywood.
LeB=LeBaron.
N/C=Non collapsible.
Nos=Numbers.
O/S=Opera seats.
P Top=Power top.

[2] 8 F.R. 4132, 5987, 7662, 9998, 15193; 9 F.R. 1036, 7201.
[3] 9 F.R. 2350.
[4] 8 F.R. 13240.
[5] 9 F.R. 5791.

Riv=Riverside.
S/C=Semi-collapsible.
SE=Super equipped.
S/L=Streamlined.
S/S=Self shifter.
Tk=Trunk.
Tour=Touring.
2W, 5W=2 window, 5 window.
W/P=With partition.
Wilby=Willoughby.

(1) AMERICAN BANTAM

Model, serial no., body type, and passenger capacity	Base price in region		
	A	B	C
1941—4—Series 65—Super "4"; Serial—Continued thru from 1940:			
Standard Coupe—2	$395	$415	$435
Master Coupe—2	440	465	490
Conv. Coupe—2	520	545	575
Master Roadster—2	440	465	490
Conv. Sedan—4	540	570	600
Station Wagon	555	585	620
1940—4—Series 65; Serial Nos. 65-500 and up:			
Standard Coupe—2	320	355	390
Master Coupe—2	360	400	440
Conv. Coupe—2	425	470	515
Master Roadster—2	360	400	440
Conv. Sedan—4	440	490	535
Station Wagon	455	505	550
Conv. Coupe Holyd.—2	455	505	550
Speedster—4	455	505	550
Conv. Sedan Riv.—4	465	515	560
1939—4—Series 62; Serial Nos. 62-001 to 63-999:			
Standard Roadster—2	295	335	375
Special Roadster—2	310	355	400
Deluxe Roadster—2	345	390	435
Standard Coupe—2	260	295	330
Special Coupe—2	285	325	365
Sunair Coupe—2	310	355	400
Deluxe Coupe—2	305	350	390
Speedster—4	325	370	415
Deluxe Speedster—4	360	410	455
Station wagon	370	420	470
1938—4—Series 60—Serial Nos. 60-001 to 61-999:			
Special Roadster—2	235	285	330
Standard Roadster—2	250	305	350
Deluxe Roadster—2	275	330	385
Business Coupe—2	210	255	295
Standard Coupe—2	210	255	295
Master Coupe—2	230	280	320
Deluxe Coupe—2	245	295	345
Speedster—4	260	315	365
Station Wagon	295	300	415
1937—4—Series 575—Bantam; Serial Nos. R10000 and up; Motor Nos. E21000 and up:			
Roadster—2	190	235	275
Roadster Custom—2	220	270	320
Business Coupe—2	165	205	240
Standard Coupe—2	180	220	260
Deluxe Coupe	190	235	275

(2) BUICK

Model, serial no., body type, and passenger capacity	Base price in region		
	A	B	C
1942—8—Series 40—Special; Serial Nos. 14257442 to 14364444, 24273684 to 24313644, 34263684 to 34317140, 4457941 A to 4556599; Motor Nos. 4457941 to 4-4556599:			
Utility Coupe—3—44	$1,105	$1,140	$1,180
Conv. Coupe F/W—6—44C	1,395	1,435	1,470
Business Sedanet—3—48	1,125	1,165	1,205
Family Sedanet—6—48S	1,165	1,200	1,240
Tour. Sedan, 4 Dr.—6—47	1,200	1,240	1,280
Series 40-B:			
Business Sedanet—3—46	1,135	1,175	1,215
Family Sedanet—6—46S	1,195	1,235	1,275
SE Family Sedanet—6—46SE	1,255	1,295	1,335
Tour. Sedan, 4 Dr.—6—41	1,245	1,280	1,320
SE Tour. Sedan, 4 Dr.—6—41SE	1,330	1,370	1,405
Estate Wagon—6—49	1,600	1,640	1,675
1942—8—series 50—super; Serial Nos. 14257442 to 14364444, 24273684 to 24313644, 34263684 to 34317140, 4457941 A to 4556599; Motor Nos. 4457941 to 5-4556599:			
Conv. Coupe F/W—6—56C	1,600	1,640	1,675
Sedanet F/W—6—56S	1,365	1,400	1,440
Tour. Sedan, 4 Dr.—6—51	1,415	1,455	1,495
1942—8—series 60—century; Serial Nos. 14257442 to 14364444, 24273684 to 24313644, 34263684 to 34317140, 4457941 A to 4556599; Motor Nos. 4457941 to 6-4556599:			
Sedanet F/W—6—66S	1,440	1,475	1,515
Tour. Sedan, 4 Dr.—6—61	1,490	1,530	1,570

(2) BUICK

Model, serial no., body type, and passenger capacity	Base price in region		
	A	B	C
1942—8—Series 70—Roadmaster; Serial Nos. 14257442 to 14364444, 24273684 to 24313644, 34263684 to 34317140, 4457941 A to 4556599; Motor Nos. 4457941 to 7-4556599:			
Conv. Coupe F/W—6—76C	*$1,800	*$1,835	*$1,875
Sedanet F/W—6—76S	1,540	1,580	1,615
Tour. Sedan, 4 Dr.—6—71	1,615	1,655	1,690
1942—8—Series 90—Limited; Serial Nos. 14257442 to 14364444, 24273684 to 24313644, 34263684 to 34317140, 4457941 A to 4556599; Motor Nos. 4457941 to 9-4556599:			
Tour. Sedan, 4 Dr.—6—91	*2,275	*2,310	*2,350
Tour. Sedan, 4 Dr. A/S—8—90	*2,440	*2,480	*2,520
Formal Sedan—6—91F	*2,365	*2,405	*2,440
Limousine A/S—8—90L	*2,525	*2,565	*2,605
1941—8—Series 40A—Special; Serial Nos. 14034052 to 14257441, 23994170 to 24245877, 34007924 to 34253683; Motor Nos. A 4074859 to A 4457940:			
Business Coupe—3—44	955	1,010	1,060
Conv. Coupe F/W—6—44C	1,180	1,245	1,310
Sport Coupe F/W—6—44S	1,010	1,065	1,120
Tour. Sedan, 4 Dr.—6—47	1,055	1,110	1,170
1941—8—Series 40—Special; Serial Nos. 13880012 to 14257441, 23892008 to 24245877, 33897008 to 34253683; Motor Nos. 44074859 to 4-4457940:			
Business Coupe—3—46	980	1,030	1,085
Sedanet F/W—6—46S	1,040	1,095	1,150
Sedanet F/W—6—46 SE	1,095	1,160	1,220
Tour. Sedan, 4 Dr.—6—41	1,085	1,145	1,205
Tour. Sedan, 4 Dr.—6—41SE	1,175	1,240	1,305
Estate Wagon—49	1,415	1,490	1,570
1941—8—Series 50—Super; Serial Nos. 13880012 to 14257441, 23892808 to 24245877, 33897008 to 34253683; Motor Nos. 54074859 to 5-4457940:			
Conv. phaeton, 4 Dr.—6—51C	1,610	1,700	1,785
Business coupe—3—56	1,055	1,110	1,170
Conv. coupe F/W—6—56C	1,305	1,375	1,450
Sport coupe F/W—6—56S	1,140	1,205	1,265
Tour. sedan, F. Dr.—6—51	1,215	1,285	1,350
1941—8—Series 60—Century; Serial Nos. 13880012 to 14257441, 23892008 to 24245877, 33897008 to 34253683; Motor Nos. 64085000 to 6-4453893:			
Business coupe—3—66	1,230	1,295	1,365
Sedanet F/W—6—66S	1,275	1,350	1,420
Tour. sedan, 4 Dr.—6—61	1,325	1,400	1,470
1941—8—Series 70—Roadmaster; Serial Nos. 13880012 to 14257441, 23892008 to 24244877, 33897008 to 34253683; Motor Nos. 74085000 to 7-4453893:			
Conv. Phaeton 4 Dr.—6—71C	1,830	1,930	2,030
Conv. Coupe F/W—6—76C	1,490	1,570	1,655
Sport Coupe F/W—6—76S	1,305	1,375	1,450
Tour. Sedan, 4 Dr.—6—71	1,390	1,470	1,545
1941—8—Series 90;—Limited; Serial Nos. 13880012 to 14257441, 23892008 to 24245877, 33897008 to 94253683; Motor Nos. 94085000 to 9-4453893.			
Tour. Sedan, 4 Dr.—6—91	2,230	2,355	2,475
Tour, Sedan, 4 Dr. A/S—8—90	2,450	2,585	2,720
Formal Sedan—6—91 F	2,395	2,525	2,660
Limousine A/S—8—90 L	2,560	2,700	2,840
1940—8—Series 40—Special; Serial Nos. 13596807 to 13880011, 23601856 to 23871217, 33611856 to 33874783; Motor Nos. 4-3786214 to 44074857:			
Conv. sport phaeton—5—41C	1,155	1,285	1,400
Business coupe—2—46	765	850	925
Sport coupe F/W—5—46S	805	895	975
Conv. coupe F/W—5—46C	915	1,015	1,110
Tour. sedan, Tk, 2 Dr.—5—48	805	900	980
Tour. sedan Tk, 4 Dr.—5—41	845	940	1,025
1940—8—Series 50—Super; Serial Nos. 13596807 to 13880011, 23601856 to 23871217, 33611856 to 33874783; Motor Nos. 5-3786214 to 54074857:			
Conv. Sport Phaeton—5—51C	1,315	1,460	1,595
Sport Coupe F/W—6—56S	890	985	1,075
Conv. Coupe—5—56C	1,020	1,135	1,240
Tour. Sedan Tk, 4 Dr.—6—51	930	1,035	1,130
Estate Wagon—6—59	1,050	1,165	1,270
1940-8—Series 60—Century; Serial Nos. 13596807 to 13880011, 23601856 to 23871217, 33611856 to 33874783; Motor Nos. 6-3812000 to 64074858:			
Conv. Sport Phaeton Tk—5—61C	1,375	1,530	1,670
Business Coupe—5—66	950	1,055	1,150
Sport Coupe—5—66S	990	1,100	1,200

(2) BUICK

Model, serial no., body type, and passenger capacity	Base price in region		
	A	B	C
1940—8—Series 40—Special—Con.			
Conv. Coupe F/W—5—66C	$1,135	$1,265	$1,380
Tour. Sedan Tk, 4 Dr.—5—61	1,020	1,135	1,240
1940—8—Series 70—Roadmaster; Serial Nos. 13596807 to 13880011, 23601856 to 23871217, 33611856 to 33874783; Motor Nos. 7-3812000 to 74074858:			
Conv. Sport Phaeton—5—71C	1,495	1,660	1,810
Sport Coupe F/W—6—76S	*1,065	1,185	1,295
Conv. Coupe—5—76C	1,200	1,335	1,455
Tour. Sedan Tk, 4 Dr.—6—71	1,135	1,265	1,380
1940—8—Series 80—Limited; Serial Nos. 13596807 to 13880011, 23601856 to 23871217, 33611856 to 33874783; Motor Nos. 8-3812000 to 84074858:			
S/L Conv. Sport Phaeton—6—80C	1,655	1,840	2,005
Conv. Sport Phaeton Tk—6—81C	1,655	1,840	2,005
Tour. Sedan Tk, 4 Dr.—6—81	1,305	1,450	1,585
S/L Sport Sedan, 4 Dr.—6—87	1,305	1,450	1,585
Formal Sedan Tk—6—81F	1,455	1,620	1,770
S/L Formal Sedan—6—87F	1,455	1,620	1,770
1940—8—Series 90—Limited; Serial Nos. 13596807 to 13880011, 23601856 to 23871217, 33611856 to 33874783; Motor Nos. 9-3812000 to 94074858:			
Tour. Sedan Tk, 4 Dr.—6—91	1,645	1,830	1,995
Tour. Sedan Tk, 4 Dr. A/S—8—90	1,780	1,975	2,155
Limousine TK A/S—8—90L	1,865	2,075	2,265
1939—8—Series 40—Special; Serial Nos. 13388547 to 13479236, 23395088 to 23403982, 33405088 to 33448272; Motor Nos. 4-3572652 to 43786213:			
Conv. Sport Phaeton Tk.—5—41C	970	1,105	1,240
Business Coupe—2—46	610	695	780
Sport Coupe—4—46S	650	740	830
Conv. Coupe—4—46C	740	845	945
Tour. Sedan Tk, 2 Dr.—5—48	655	745	835
Tour. Sedan Tk, 4 Dr.—5—41	680	775	870
1939—8—Series 60—Century; Serial Nos. 13388547 to 13479236, 23395088 to 23403962, 33405088 to 33448272; Motor Nos. 6-3576652 to 63755912:			
Conv. Sport Phaeton Tk.—5—61C	1,180	1,345	1,505
Sport Coupe O/S—4—66S	800	910	1,025
Conv. Coupe O/S—4—66C	920	1,050	1,175
Tour. Sedan Tk, 2 Dr.—5—68	825	935	1,050
Tour. Sedan Tk, 4 Dr.—5—61	850	970	1,090
1939—8—Series 80—Roadmaster; Serial Nos. 13388547 to 13479236, 23395088 to 23403982, 33405088 to 33448272; Motor Nos. 8-3576652 to 8-3755912:			
Sport Phaeton, 4 Dr.—6—80C	1,365	1,555	1,745
Sport Phaeton, Tk, 4 Dr.—6—81C	1,365	1,555	1,745
Tour. Sedan Tk, 4 Dr.—6—81	1,055	1,205	1,350
Sport Sedan—6—87	1,055	1,205	1,350
Formal Sedan Tk—6—81F	1,210	1,375	1,545
1939—8—Series 90—Limited; Serial Nos. 13388547 to 13479236, 23395088 to 23403982, 33405088 to 33448272; Motor Nos. 9-3576652 to 9-3755912:			
Tour. Sedan Tk, 4 Dr.—6—91	1,425	1,620	1,820
Tour. Sedan Tk—8—90	1,620	1,845	2,065
Limousine Tk—8—90L	1,690	1,925	2,160
1938—8—Series 40—Special: Serial Nos. 13219848 to 13388546, 23238767 to 23386843, 33245765 to 33376283; Motor Nos. 43396937 to 43572651:			
Conv. Phaeton—5—40 C	780	945	1,090
Business Coupe—2—46	520	630	725
Sport Coupe O/S—4—46 S	556	665	770
Conv. Coupe—4—46 C	610	735	855
Sport Sedan Tk, 2 Dr.—5—44	540	655	755
Tour. Sedan Tk, 2 Dr.—5—48	555	670	775
Sport Sedan, 4 Dr.—5—47	565	680	790
Tour. Sedan Tk, 4 Dr.—5—41	580	700	810
1938—8—Series 60—Century; Serial Nos. 13219848 to 13388546, 23238767 to 23386843, 33245765 to 33376283; Motor Nos. 63396937 to 63544292:			
Conv. Phaeton—5—60 C	950	1,145	1,325
Sport Coupe C/S—4—66 S	675	815	940
Conv. Coupe—4—66 C	750	905	1,045
Tour. Sedan Tk, 2 Dr.—5—68	690	835	965
Sport Sedan, 4 Dr.—5—67	700	845	980
Tour. Sedan Tk, 4 Dr.—5—61	715	865	1,000

(2) BUICK

Model, serial no., body type, and passenger capacity	Base price in region		
	A	B	C
1938—8—Series 80—Roadmaster; Serial Nos. 13219848 to 13388546, 23238767 to 23386843, 33245765 to 33376283; Motor Nos. 83396937 to 83544292:			
Conv. Phaeton Tk—6—80 C	$1,100	$1,330	$1,535
Tour. Sedan Tk, 4 Dr.—6—81	910	1,100	1,270
Sport Sedan—6—87	910	1,100	1,270
Formal Sedan—6—81 F	975	1,175	1,360
1938—8—Series 90—Limited; Serial Nos. 13219848 to 13388546, 23238767 to 23386843, 33245765 to 33376283; Motor Nos. 93396937 to 93545292:			
Tour. Sedan Tk 4 dr.—6—91	1,205	1,455	1,685
Tour. Sedan Tk—8—90	1,305	1,575	1,820
Limousine Tk—8—90 L	1,360	1,645	1,900
1937—8—Series 40—Special; Serial Nos. 2999497 to 3219847; Motor Nos. 4-3166225 to 43396936:			
Conv. Phaeton—5—40C	*560	690	815
Business Coupe—2—46	375	460	545
Sport Coupe—4—46 S	405	495	590
Conv. Coupe—4—46 C	445	545	645
Sedan, 2 Dr.—5—44	400	490	575
Tour. Sedan Tk, 2 Dr.—5—48	410	505	595
Sedan, 4 Dr.—5—47	415	510	600
Tour. Sedan Tk. 4 Dr.—5—41	430	525	620
1937—8—Series 60—Century; Serial Nos. 2999497 to 3219847; Motor Nos. 6-3176225 to 6-3396936:			
Conv. Phaeton—5—60 C	660	810	960
Sport Coupe—4—66 S	500	610	725
Conv. Coupe—4—66 C	540	660	780
Sedan, 2 Dr.—5—64	490	600	710
Tour. Sedan Tk, 2 Dr.—5—68	505	615	730
Sedan, 4 Dr.—5—67	510	625	735
Tour. Sedan Tk, 4 Dr.—5—61	520	640	755
1937—8—Series 80—Roadmaster; Serial Nos. 2999497 to 3219847; Motor Nos. 8-3176225 to 83396936:			
Conv. Phaeton Tk—6—80C	770	940	1,115
Sedan Tk, 4 Dr.—6—81	625	765	905
Formal Sedan—6—81 F	685	840	990
1937—8—Series 90—Limited; Serial Nos. 2999497 to 3219847; Motor Nos. 9-3176225 to 93396936:			
Sedan Tk, 4 Dr.—6—91	845	1,035	1,225
Formal Sedan Tk, 4 Dr.—6—91F	938	1,140	1,345
Sedan Tk—8—90	930	1,140	1,345
Limousine Tk—8—90L	980	1,200	1,420

(3) CADILLAC

Model, serial no., body type, and passenger capacity	Base price in region		
	A	B	C
1942—8 Series—61; Serial Nos. 5380001 to 5385237; 5386001 to 5386463:			
Club Coupe—5—6107	$1,565	$1,600	$1,640
Sedan, 4 Dr.—5—6109	*1,640	*1,680	*1,715
1942—8 Series—62; Serial Nos. 8380001 to 8384401: 8386001 to 838650:			
Club Coupe—5—6207	*1,650	*1,690	*1,730
Deluxe Club Coupe—5—6207D	*1,720	*1,760	*1,795
Sedan, 4 Dr.—5—6269	*1,720	*1,760	*1,795
Deluxe Sedan, 4 Dr.—5—6269D	*1,785	*1,820	*1,860
Club Conv. Coupe—5—6267D	*1,930	*1,965	*2,005
1942—8 Series—63; Serial Nos, 7380001 to 7381500; 7386001 to 7386250:			
Sedan, 4 Dr.—5—6319	*1,815	*1,855	*1,895
1942—8 Series—60—Fleetwood; Serial Nos. 6380001 to 6381500, 6386001 to 6386375; Special:			
Sedan, 4 Dr.—5—6069	*2,150	*2,190	*2,230
Sedan (Div.), 4 Dr.—5—6069F	*2,365	*2,400	*2,440
1942—8 Series—67; Serial Nos. 9380001 to 9380520; 9386001 to 9386180:			
Sedan—5—6719	*2,600	*2,640	*2,675
Sedan (Div.)—5—6719F	*2,715	*2,755	*2,795
Sedan—7—6723	*2,715	*2,755	*2,795
Imperial Sedan—7—6733	*2,840	*2,880	*2,920
1942—8 Series—75—Fleetwood; Serial Nos. 3380001 to 3381200, 3386001 to 3386327:			
Sedan—5—7519	*2,910	*2,950	*2,990
Sedan (Div.)—5—7519F	*3,030	*3,070	*3,110
Business Sedan—9—7523L	*2,790	*2,830	*2,870
Imperial Business Sedan—9—7533L	*2,910	*2,950	*2,990
Sedan—7—7523	*3,030	*3,070	*3,110
Imperial Sedan—7—7533	*3,150	*3,190	*3,230
Formal Sedan—5—7559	*3,710	*3,750	*3,790
Formal Sedan—7—7533F	*3,830	*3,870	*2,910
1941—V8—Series 62; Serial Nos. 8340001 to 8364734:			
Coupe—4—6227	1,470	1,550	1,630
Deluxe Coupe—2—4—6227D	1,560	1,645	1,730
Deluxe Conv. Coupe—2—4—6267D	1,710	1,800	1,895
Tour. Sedan—5—6219	1,545	1,630	1,715
Deluxe Tour. Sedan—5—6219D	1,640	1,735	1,825
Deluxe Conv. Sedan—5—6229D	2,045	2,160	2,270

(3) CADILLAC

Model, serial no., body type, and passenger capacity	Base price in region		
	A	B	C
1941—V8—Series 61; Serial Nos. 5340001 to 5369258:			
Coupe—5—6127	$1,390	$1,470	$1,545
Deluxe Coupe—5—6127D	1,490	1,570	1,655
Tour. Sedan—5—6109	1,495	1,580	1,660
Deluxe Tour. Sedan—5—6109D	1,595	1,630	1,770
1941—V8—Series 63; Serial Nos. 7340001 to 7345050:			
Tour.Sedan—5—6319	1,750	1,850	1,945
1941—V8—60—Fleetwood; Serial Nos. 6340001 to 6344101; Special:			
Tour. Sedan—5—6019	2,275	2,400	2,525
Tour. Sedan (Div.)—6019F	2,440	2,570	2,705
1941—V8—67; Serial Nos. 9340001 to 9340922:			
Tour. Sedan—5—6719	2,695	2,845	2,990
Tour. Sedan (Div.)—5—6719F	2,860	3,015	3,170
Tour. Sedan—7—6723	2,845	3,005	3,160
Tour. Imperial Sedan—7—6733	3,010	3,175	3,340
1941—V8—Series 75—Fleetwood; Serial Nos. 3340001 to 3342104:			
Tour. Sedan—5—7519	3,115	3,285	3,455
Tour. Sedan (Div.)—5—7519F	3,275	3,460	3,640
Business Sedan—9—7523L	3,005	3,170	3,335
Business Imperial Sedan—9—7533L	3,170	3,345	3,515
Tour. Sedan—7—7523	3,265	3,445	3,625
Tour. Imperial Sedan—7—7533	3,430	3,620	3,805
Formal Sedan—5—7559	4,095	4,320	4,545
Formal Sedan—7—7533F	4,225	4,460	4,690
1940—V8—Series 60S; Serial Nos. 6320001 to 6324600:			
Tour. Sedan, 4 Dr.—5—6019S	1,780	1,975	2,155
Tour. Sedan (Div.)—5—6019FS	1,900	2,115	2,310
Town Car—5—6053MB	2,980	3,315	3,615
Town Car—5—6053LB	3,293	3,665	4,000
1940—V8—Series 62; Serial Nos. 8320001 to 8325903			
Coupe—2—4—6227	1,430	1,590	1,735
Conv. Coupe—2—4—6267	1,580	1,700	1,855
Tour. Sedan, 4 Dr.—5—6219	1,485	1,650	1,800
Conv. Sedan—5—6229	1,875	2,085	2,275
1940—V8—Series 72—Fleetwood; Serial Nos. 7320001 to 7321525:			
Tour. Sedan, 4 Dr.—5—7219	2,275	2,530	2,760
Tour. Sedan (Div.)—5—7219F	2,340	2,600	2,835
Tour. Sedan—7—7223	2,375	2,640	2,880
Tour. Imperial Sedan—7233	2,490	2,770	3,020
Tour. Sedan—7—7223L	2,295	2,550	2,785
Tour. Imperial Sedan—7233L	2,410	2,680	2,925
Formal Sedan—5—7259	3,170	3,525	3,845
Formal Sedan—7233F	3,170	3,525	3,845
40—V8—Series 75—Fleetwood; Serial Nos. 3320001 to 3320956:			
Coupe—2—4—7557	2,800	3,115	3,400
Coupe—5—7557B	2,890	3,215	3,505
Conv. Coupe—2—4—7567	2,890	3,215	3,505
Tour. Sedan—5—7519	2,550	2,840	3,095
Tour. Sedan (Div.)—5—7519F	2,695	2,995	3,270
Town Sedan—5—7539	3,115	3,460	3,775
Conv. Sedan Tk—5—7529	3,380	3,760	4,100
Formal Sedan Tk—5—7559	3,425	3,810	4,155
Formal Sedan Tk—7—7533F	3,425	3,810	4,155
Tour. Sedan—7—7523	2,740	3,045	3,325
Tour. Imperial Sedan—7—7533	2,870	3,195	3,485
Town Car Tk—7—7553	4,405	4,900	5,345
1940—V16—Series 90; Serial Nos. 5320001 to 5320061:			
Coupe—2—4—9057	4,580	5,095	5,560
Conv. Coupe—2—4—9067	4,670	5,195	5,665
Coupe—5—9057B	4,670	5,195	5,665
Tour. Sedan—5—9019	4,410	4,905	5,350
Tour. Sedan (Div.)—5—9019F	4,475	4,975	5,430
Town Sedan Tk—5—9039	4,895	5,440	5,935
Tour. Sedan—7—9023	4,520	5,025	5,485
Tour. Imperial Sedan—7—9033	4,650	5,175	5,645
Formal Sedan Tk—5—9059	5,205	5,790	6,315
Formal Sedan Tk—7—9033F	5,205	5,790	6,315
Town Car Tk—7—9053	6,185	6,880	7,505
Conv. Sedan Tk—5—9029	5,160	5,740	6,260
1939—V8—Series 61; Serial Nos. 8290001 to 8295904:			
Coupe—2—4—6127	1,105	1,255	1,410
Conv. Coupe—2—4—6167	1,215	1,385	1,550
Tour. Sedan—5—6199	1,150	1,310	1,470
Conv. Sedan Tk—5—6129	1,500	1,710	1,915
1939—V8—Series 60S; Serial Nos. 6290001 to 6295506:			
Tour. Sedan—5—6019	1,440	1,640	1,835
1939—V8—Series 75—Fleetwood; Serial Nos. 3290001 to 3292066:			
Coupe—2—4—7557	2,265	2,580	2,895
Coupe—5—7557B	2,340	2,665	2,985
Conv. Coupe—2—4—7567	2,340	2,665	2,985
Tour. Sedan—5—7519	2,065	2,350	2,640
Tour. Sedan (Div.)—5—7519F	2,180	2,485	2,785
Town Sedan Tk—5—7539	2,520	2,870	3,215
Conv. Sedan Tk—5—7529	2,735	3,115	3,495
Formal Sedan Tk—5—7559	2,770	3,155	3,540
Formal Sedan Tk—7—7533F	2,770	3,155	3,540
Tour. Sedan—7—7523	2,215	2,525	2,830
Tour. Imperial Sedan—7—7533	2,325	2,645	2,970
Business Tour. Sedan—7—7523L	2,145	2,440	2,740
Tour. Imperial Sedan—8—7533L	2,250	2,565	2,875
Town Car Tk—7—7553	3,560	4,055	4,550

(3) CADILLAC

Model, serial no., body type, and passenger capacity	Base price in region		
	A	B	C
1939—V16—Series 90—Fleetwood; Serial Nos. 5290001 to 5290135:			
Coupe 2—4—9057	$3,705	$4,220	$4,735
Conv. Coupe 2—4—9067	3,780	4,305	4,825
Coupe—5—9057B	3,780	4,305	4,825
Tour. Sedan—5—9019	3,565	4,060	4,555
Town Sedan Tk—5—9039	3,960	4,510	5,055
Conv. Sedan Tk—5—9029	4,175	4,755	5,335
Tour. Sedan (Div.)—5—9019F	3,620	4,125	4,625
Tour. Sedan—7—9023	3,655	4,165	4,670
Tour. Imperial Sedan—9033	3,765	4,285	4,810
Formal Sedan Tk—5—9059	4,210	4,795	5,380
Formal Sedan Tk—7—9033F	4,210	4,795	5,380
Town Car Tk—7—9053	5,000	5,695	6,390
1938—V8—Series 60; Serial Nos. 8270001 to 8272052:			
Coupe—2—6127	940	1,135	1,310
Conv. Coupe—2—6167	1,005	1,215	1,405
Tour. Sedan—5—6119	985	1,190	1,375
Conv. Sedan—5—6149	1,235	1,490	1,725
1938—V8—Series 60—Special; Serial Nos. 6270001 to 6273704:			
Tour. Sedan—5—6019S	1,160	1,400	1,620
1938—V8—Series 65; Serial Nos. 7270001 to 7271476:			
Tour. Sedan—5—6519	1,270	1,530	1,770
Tour. Sedan (Div.)—5—6519F	1,310	1,580	1,830
Conv. Sedan—5—6549	1,450	1,750	2,025
1938—V8—Series 75—Fleetwood; Serial Nos. 3270001 to 3271911:			
Coupe—2—7557	1,825	2,205	2,550
Coupe—2—7557B	1,885	2,275	2,630
Conv. Coupe—2—7567	1,885	2,275	2,630
Tour. Sedan—5—7519	1,715	2,065	2,390
Tour. Sedan (Div.)—5—7519F	1,755	2,120	2,450
Town Sedan—5—7539	2,030	2,450	2,835
Conv. Sedan Tk—5—7529	2,205	2,660	3,075
Formal Sedan—5—7559	2,230	2,695	3,115
Formal Sedan—7—7533F	2,230	2,695	3,115
Tour. Sedan—7—7523	1,785	2,155	2,495
Tour. Imperial Sedan—7—7533	1,875	2,260	2,615
Tour. Sedan—8—7523L	1,730	2,085	2,410
Tour. Imperial Sedan—8—7533L	1,815	2,190	2,535
Town Car—7—7553	2,870	3,465	4,005
1938—V16—Series 90—Fleetwood; Serial Nos. 5270001 to 5270315:			
Coupe—2—9057	2,985	3,605	4,170
Conv. Coupe—2—9067	3,045	3,675	4,250
Coupe—5—9057B	3,045	3,675	4,250
Tour. Sedan—5—9019	2,875	3,465	4,010
Town Sedan—5—9039	3,190	3,850	4,455
Conv. Sedan Tk—5—9029	3,365	4,060	4,695
Tour. Sedan (Div.)—5—9019F	2,915	3,520	4,070
Tour. Sedan—7—9023	2,945	3,555	4,115
Tour. Imperial Sedan—7—9033	3,035	3,660	4,235
Formal Sedan—5—9059	3,390	4,095	4,735
Formal Sedan Tk—7—9033F	3,390	4,095	4,735
Town Car—7—9053	4,030	4,865	5,625
1937—V8—Series 60; Serial Nos. 6030001 to 6037003:			
Coupe—2—6027	710	870	1,030
Conv. Coupe—2—6067	775	945	1,120
Tour. Sedan—5—6019	760	930	1,100
Conv. Sedan—5—6049	925	1,135	1,340
1937—V8—Series 65; Serial Nos. 7030001 to 7032406:			
Tour. Sedan—6519	955	1,170	1,385
1937—V8—Series 70—Fleetwood; Serial Nos. 3130001 to 3134232:			
Sport Coupe—2—7057	1,300	1,590	1,880
Conv. Coupe—2—7067	1,345	1,650	1,950
Tour. Sedan—5—7019	1,200	1,470	1,740
Conv. Sedan—5—7029	1,370	1,680	1,985
1937—V8—Series 75—Fleetwood; Serial Nos. 3130001 to 3134232:			
Tour. Sedan—5—7519	1,300	1,590	1,880
Town Sedan—5—7539	1,545	1,890	2,235
Conv. Sedan—5—7529	1,690	2,070	2,450
Formal Sedan—5—7509F	1,715	2,100	2,485
Special Tour. Sedan—7—7523S	1,200	1,470	1,740
Special Tour. Imperial Sedan—7—7533S	1,300	1,590	1,880
Tour. Sedan—7—7523	1,370	1,680	1,985
Tour. Imperial Sedan—7—7533	1,470	1,800	2,130
Business Tour. Sedan—8—7523SL	1,265	1,545	1,830
Business Imperial Tour. Sedan—8—7533SL	1,360	1,665	1,970
Town Car—7—7543	2,230	2,730	3,230
Sedan—5—7509	1,300	1,590	1,880
1937—V12—Series 85—Fleetwood; Serial Nos. 4130001 to 4130478:			
Tour. Sedan—5—8519	1,640	2,010	2,375
Town Sedan—5—8539	1,885	2,310	2,730
Conv. Sedan—5—8529	2,035	2,490	2,945
Formal Sedan—5—8509F	2,035	2,490	2,945
Tour. Sedan—7—8523	1,715	2,100	2,485
Tour. Imperial Sedan—7—8533	1,815	2,220	2,625
Town Car—7—8543	2,570	3,150	3,725
Sedan—5—8519	*1,675	*2,050	*2,425
Sedan—7—8523	*1,750	*2,140	*2,535
Imperial Sedan—7—8513	*1,850	*2,265	*2,680

(3) CADILLAC

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1937—V16—Series—90—Fleetwood; Serial Nos. 5130301 to 5130350:			
Coupe—2-5876	$3,370	$4,125	$4,880
Conv. Coupe—2-5899	3,630	4,440	5,255
Conv. Coupe—5-5880	3,570	4,370	5,175
Town Sedan—5-5833S	3,555	4,350	5,150
Conv. Sedan—5-5880	3,850	4,710	5,575
Sedan—7-5875S	3,603	4,410	5,220
Limousine—7-5875	3,700	4,530	5,365
Imperial Cabriolet—5-5875FL	*3,820	*4,675	*5,530
Town Cabriolet—5	3,985	4,875	5,770
Imperial Cabriolet—7-5875FL	3,575	4,380	5,180
Town Cabriolet—7-5825	*3,840	*4,705	*5,565
Limousine Brougham—7	3,985	4,875	5,770
Sedan—5	*3,460	*4,230	*5,000

(4) CHEVROLET

Mode , serial no., body type, and passenger capacity	Base price in region A	B	C
1942—6 Series—BG—Stylemaster; Serial Nos. BG—1001 to 13310; Motor Nos. 2AA—1001 and up, BA—1001 and up, 2AC—1001 and up:			
Coupe—2	$855	$895	$935
Coupe—5	890	925	965
Town Sedan, 2 Dr.—6	900	940	975
Sport Sedan, 4 Dr.—6	945	980	1,020
1942—6 Series—BH—Fleetmaster; Serial Nos. BH—1001 to 27530; Motor Nos. 2 AA—1001 and up, BA—1001 and up, 2 AC—1001 and up:			
Coupe—2	915	955	990
Coupe—5	950	985	1,025
Cabriolet—5	1,200	1,240	1,275
Town Sedan, 2 Dr.—6	960	995	1,035
Sport Sedan, 4 Dr.—6	1,000	1,040	1,080
Station Wagon—8	1,215	1,255	1,295
Fleetline Aero Sedan—6	985	1,025	1,060
Sportmaster—6	1,030	1,068	1,105
1941—6 Series—AC—Master Deluxe; Serial Nos. AG—1001 to 62708; Motor Nos. AA—1001 to 1163729, AC—1001 to 195459:			
Business Coupe—2	740	780	820
Coupe—5	770	815	855
Town Sedan, 2 Dr.—5	780	825	865
Sport Sedan, 4 Dr.—5	825	870	915
1941—6 Series—AH—Special Deluxe; Serial Nos. AH—1001 to 92374; Motor Nos. AA—1001 to 1163729; AC—1001 to 195459:			
Business Coupe—2	800	840	885
Coupe—5	830	875	920
Cabriolet—5	990	1,045	1,095
Town Sedan, 2 Dr.—5	840	890	935
Sport Sedan, 4 Dr.—5	885	935	980
Fleetline Sedan, 4 Dr.—5	910	960	1,010
Station Wagon—8	1,040	1,095	1,150
1940—6 Series—KB—85—Master; Serial Nos. KB—1001 to 26946; Motor Nos. 2697268 to 3665902; B—105462 to 221035:			
Business Coupe—2	560	620	675
Town Sedan Tk, 2 Dr.—5	595	660	720
Sport Sedan Tk, 4 Dr.—5	630	700	765
Station Wagon—8	770	860	935
1940—6 Series—Kh—Master Deluxe; Serial Nos. Kh-1001 to 37644; Motor Nos. 2697268 to 3665902, B-105462 to 221035:			
Business Coupe—2	580	645	705
Town Sedan Tk, 2 Dr.—5	615	685	745
Sport Sedan Tk, 4 Dr.—5	660	725	790
Sport Coupe F/W—4	695	675	735
1940—6 Series—KA—Special Deluxe; Serial Nos. KA-1001 to 72080, 2697268 to 3665902, B-105462 to 221035:			
Business Coupe—2	610	680	740
Sport Coupe F/W—4	640	710	775
Conv. Cabriolet F/W—4	745	830	905
Town Sedan Tk, 2 Dr.—5	645	720	785
Sport Sedan Tk, 4 Dr.—5	685	760	830
Station Wagon—8	800	890	970
1939—6 Series—JB—85—Master; Serial Nos. JB-1001 to 33221; Motor Nos. 1915447 to 2697267, B-10503 to 105461:			
Coupe—2	430	490	550
Coach—5	445	505	570
Town Sedan Tk, 2 Dr.—5	460	525	585
Sedan, 4 Dr.—5	475	540	605
Sport Sedan Tk, 4 Dr.—5	490	555	625
Station Wagon	585	665	745

(4) CHEVROLET

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1939—6 Series—JA—Master Deluxe; Serial Nos. JA—1001 to 58510; Motor Nos. 1915447 to 2697267:			
Business Coupe—2	$470	$535	$600
Sport Coupe—4	490	560	630
Coach—5	480	545	615
Town Sedan Tk, 2 Dr.—5	495	565	630
Sedan, 4 Dr.—5	515	585	655
Sport Sedan Tk, 4 Dr.—5	530	600	675
Station Wagon	675	765	860
1938—6 Series—HB—Master; Serial Nos. HB—1001 and up; Motor Nos. 1187822 to 1915447:			
Coupe—2	355	430	495
Cabriolet—4	415	505	580
Coach—5	365	445	510
Town Sedan Tk, 2 Dr.—5	380	455	530
Sport Sedan Tk—5	415	500	575
Sedan, 4 Dr.—5	400	485	560
1938—6 Series—HA—Master Deluxe; Serial Nos. HA—1001 and up; Motor Nos. 1187822 to 1915447:			
Coupe—2	395	475	550
Sport Coupe—4	415	500	575
Coach—5	400	485	560
Town Sedan Tk, 2 Dr.—5	415	500	575
Sedan, 4 Dr.—5	440	530	615
Sport Sedan Tk—5	450	545	630
1937—6 Series—GB—Master; Serial Nos. GB—1001 and up; Motor Nos. 1 to 1187821:			
Coupe—2	260	315	375
Sport Coupe—2-4	305	375	440
Coach—5	265	325	380
Town Sedan Tk, 2 Dr.—5	275	340	400
Sedan 4 Dr.—5	295	360	425
Sport Sedan Tk—5	305	375	440
1937—6 Series—GA—Master Deluxe; Serial Nos. GA—1001 and up; Motor Nos. 1 to 1187821:			
Coupe—2	290	355	415
Sport Coupe—2-4	305	370	440
Coach—5	295	360	425
Town Sedan Tk, 2 Dr.—5	300	365	430
Sedan, 4 Dr.—5	325	400	470
Sport Sedan Tk—5	340	415	490

(5) CHRYSLER

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1942—6—Series C34—Royal; Serial Nos. 70001001 to 70010179; Motor Nos. C34—1001 to 23920:			
Coupe—3	$1,190	$1,230	$1,270
Club Coupe—6	1,290	1,330	1,370
Brougham—6	1,275	1,315	1,355
Sedan—6	1,300	1,340	1,380
Town Sedan—6	1,350	1,385	1,425
Sedan—8	*1,675	*1,715	*1,755
Limousine—8	*1,735	*1,775	*1,810
1942—6—Series C34—Windsor; Serial Nos. 70501001 to 70514481; Motor Nos. C34—1001 to 23922:			
Coupe—3	1,260	1,300	1,340
Club Coupe—6	1,355	1,395	1,435
Conv. Coupe—6	1,565	1,600	1,640
Brougham—6	1,350	1,385	1,425
Sedan—6	*1,383	*1,425	*1,460
Town Sedan—6	1,430	1,465	1,505
Town and Country Wagon—6	*1,725	*1,765	*1,805
Town and Country Wagon—9	*1,800	*1,840	*1,880
Sedan—8	*1,735	*1,775	*1,810
Limousine—8	*1,800	*1,840	*1,880
1942—8—Series C36—Saratoga; Serial Nos. 6762501 to 6764094; Motor Nos. C36—1001 to 13516:			
Coupe—3	1,460	1,500	1,535
Club Coupe—6	1,520	1,555	1,595
Brougham—6	1,505	1,540	1,580
Sedan—6	1,545	1,585	1,625
Town Sedan—6	1,595	1,635	1,670
1942—8—Series C36—New Yorker; Serial Nos. 6674201 to 6684754; Motor Nos. C36—1001 to 13526:			
Coupe—3	1,525	1,565	1,600
Club Coupe—6	1,595	1,635	1,670
Conv. Coupe—6	*1,765	*1,800	*1,840
Brougham—6	1,585	1,620	1,660
Sedan—6	1,620	1,660	1,701
Town Sedan—6	*1,665	*1,700	*1,740
1942—8—Series C37—Crown Imperial; Serial Nos. 7808401 to 7808844; Motor Nos. C37—1001 to 1457:			
Sedan—6	*2,750	*2,785	*2,825
Sedan—8	*2,835	*2,870	*2,910
Limousine—8	*2,960	*3,000	*3,035
1941—6—Series C28—Royal; Serial Nos. 7657501 to 7736429; Motor Nos. C28—1001 to 135725:			
Coupe—3	1,005	1,060	1,115
Club Coupe—6	1,105	1,165	1,230

(5) CHRYSLER

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1941—6—Series C28—Continued.			
Luxury Brougham—6	$1,085	$1,145	$1,205
Sedan—6	1,115	1,180	1,240
Town Sedan—6	1,190	1,245	1,310
Sedan—8	1,410	1,485	1,566
Limousine—8	1,490	1,570	1,650
1941—6—Series C28—Windsor; Serial Nos. 7901601 to 7957099; Motor Nos. C28—1001 to 135725:			
Coupe—3	1,060	1,120	1,175
Club Coupe—6	1,165	1,230	1,295
Conv. Coupe—6	1,355	1,430	1,505
Luxury Brougham—6	1,140	1,205	1,270
Sedan, 4 Dr.—6	1,195	1,260	1,325
Town Sedan—6	1,250	1,320	1,385
Town and Country Wagon—6	1,370	1,445	1,520
Town and Country Wagon—9	1,565	1,655	1,740
Sedan—8	1,480	1,565	1,645
Limousine—8	1,560	1,650	1,735
1941—6—Series C28—Highlander:			
Coupe—3	1,085	1,145	1,205
Conv. Coupe	1,380	1,455	1,535
Club Coupe	1,190	1,255	1,320
*Sedan, 2 Dr.	1,170	1,235	1,298
*Sedan, 4 Dr.	1,220	1,290	1,355
Sedan, 7 Pass.	1,510	1,590	1,675
Limousine	1,590	1,675	1,765
Town Sedan	1,275	1,345	1,415
1941—8—Series C30—Saratoga; Serial Nos. 676501 to 6762251; Motor Nos. C30—1001 to 25734:			
Coupe—3	1,270	1,340	1,410
Club Coupe—6	1,345	1,420	1,495
Luxury Brougham—6	1,325	1,400	1,470
Sedan—6	1,360	1,435	1,505
Town Sedan—6	1,410	1,490	1,565
1941—8—Series C30—New Yorker; Serial Nos. 6624101 to 6642655; Motor Nos. C30—1001 to 25734:			
Coupe—3	1,355	1,430	1,505
Club Coupe—6	1,420	1,495	1,573
Conv. Coupe—6	1,590	1,675	1,765
Luxury Brougham—6	1,410	1,485	1,565
Sedan—6	1,430	1,505	1,585
Town Sedan—6	1,460	1,540	1,620
1941—8—Series C30—Highlander:			
Coupe—3	1,380	1,455	1,535
Conv. Coupe	1,615	1,705	1,790
Club Coupe	1,445	1,525	1,605
Sedan, 2 Dr.	1,435	1,515	1,590
Sedan, 4 Dr.	1,455	1,535	1,615
Town Sedan	1,485	1,570	1,650
1941—8 Series C30—Crown Imperial: Serial Nos. 6624101 to 6642655; Motor Nos. C33—1001 to 1735: Special Town Sedan 6	1,730	1,825	1,920
1941—8—Series C33—Crown Imperial; Serial Nos. 7807501 to 7808214; Motor Nos. C33—1001 to 1735:			
Sedan—6	2,545	2,695	2,825
Sedan—8	2,645	2,790	2,935
Limousine—8	2,745	2,895	3,045
1940—6—Series C25—Royal; Serial Nos. 7625001 to 7657487; Motor Nos. C25—1001 to 70147:			
Coupe—3	760	840	920
Coupe—6	815	905	985
Victoria Sedan—6	815	905	985
Sedan—6	845	940	1,025
Sedan—8	1,045	1,165	1,270
Limousine—8	1,110	1,235	1,345
1940—6—Series C25—Windsor; Serial Nos. 6955201 to 6993727; Motor Nos. C25—1001 to 72067:			
Coupe—3	795	880	960
Coupe—6	845	935	1,020
Conv. Coupe—6	985	1,095	1,190
Victoria Sedan, 2 Dr.—6	845	935	1,020
Sedan, 4 Dr.—6	870	960	1,055
Sedan—8	1,060	1,200	1,310
Limousine—8	1,145	1,270	1,385
1940—6—Series C25—Highlander:			
Coupe—6	865	960	1,050
Conv. Coupe—6	1,005	1,115	1,215
Sedan, 4 Dr.	900	1,000	1,090
1940—8—Series C26—Traveler; Serial Nos. 6750101 to 6756417; Motor Nos. C26—1001 to 18753:			
Coupe—3	930	1,030	1,125
Coupe—6	975	1,085	1,180
Victoria Sedan—6	975	1,085	1,180
Sedan—6	1,000	1,110	1,213
1940—8—Series C26—New Yorker; Serial Nos. 6613401 to 6624087; Motor Nos. C26—1001 to 18761:			
Coupe—3	995	1,105	1,205
Coupe—6	1,045	1,160	1,265
Conv. Coupe—6	1,165	1,295	1,410
Victoria Sedan—6	1,045	1,160	1,265
Sedan—6	1,070	1,185	1,295
Special Formal Sedan—6	1,130	1,260	1,370

(5) CHRYSLER

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1940—8—Series C26—Highlander:			
Coupe—6	$1,065	$1,180	$1,290
Conv. Coupe—6	1,185	1,320	1,440
Sedan, 4 Dr.	1,098	1,220	1,330
1940—8—Series C26—Saratoga; Serial Nos. 6673501 to 6674100; Motor Nos. C26—1001 to 18700:			
Sedan—6	1,165	1,295	1,410
Special Formal Sedan—6	1,230	1,365	1,490
1940—8—Series C27—Crown Imperial; Serial Nos. 7805551 to 7807401; Motor Nos. C27—1001 to 1875:			
Sedan—6	1,900	2,115	2,305
Sedan—8	1,985	2,205	2,405
Limousine—8	2,070	2,300	2,510
1939—6—Series C22—Royal; Serial Nos. 7574001 to 7624876; Motor Nos. C22—1001 to 58748:			
Coupe—2	630	715	805
Victoria Coupe—4	665	760	850
Brougham—5	670	760	855
Sedan—5	695	790	885
Sedan—7	845	965	1,080
Limousine Sedan—7	910	1,035	1,160
1939—6—Series C22—Royal Windsor; Serial Nos. 6946301 to 6954947; Motors Nos. C22—1001 to 58748:			
Coupe—2	675	770	860
Victoria Coupe—4	710	810	905
Club Coupe—5	810	925	1,035
Sedan—5	735	840	940
1939—8—Series C23—Imperial Serial Nos. 6742201 to 6750055; Motor Nos. C23—1001 to 13107:			
Coupe—2	770	880	985
Victoria Coupe—4	795	905	1,015
Brougham—5	800	910	1,020
Sedan—5	820	935	1,050
1939—8—Series C23—New Yorker; Serial Nos. 6609901 to 6613333; Motor Nos. C23—1001 to 13107:			
Coupe—2	840	955	1,070
Victoria Coupe—4	865	985	1,105
Club Coupe—5	955	1,090	1,220
Sedan—5	890	1,015	1,135
1939—8—Series C23—Saratoga Serial Nos. 6672701 to 6673414 Motor Nos. C23—1001 to 13107:			
Club Coupe—5	1,025	1,165	1,310
Sedan—5	990	1,125	1,265
1939—8—Series C24—Custom Imperial; Serial Nos. 780201 to 7806507; Motor Nos. C24—1001 to 1322:			
Sedan—5	1,775	2,025	2,270
Sedan—7	1,775	2,025	2,270
Sedan Limousine—7	1,845	2,100	2,355
1938—6—Series C18—Royal; Serial Nos. 7532801 to 7573257; Motor Nos. C18—1001 to 43001:			
Business Coupe—2	510	610	710
Coupe 2—4	535	640	740
Conv. Coupe 2—4	600	725	835
Brougham Comp.—5	535	640	740
Tour. Brougham Tk—5	540	650	750
Sedan Comp.—5	550	665	770
Tour. Sedan Tk—5	590	675	780
Conv. Sedan Tk—5	700	950	1,100
Sedan Tk—7	685	825	950
Sedan Limousine Tk—7	735	885	1,020
1938—8—Series C19—Imperial; Serial Nos. 6734001 to 6742105; Motor Nos. C19—1001 to 9172:			
Business Coupe—2	620	750	865
Coupe 2—4	640	775	895
Conv. Coupe 2—4	705	850	985
Tour. Brougham Tk—5	645	775	900
Tour. Sedan Tk—5	665	800	925
Conv. Sedan Tk—5	880	1,060	1,230
1938—8—Series C19—New York Special; Serial Nos. 6607001 to 6609802; Motor Nos. C20—1001 to 9172:			
Business Coupe—2	695	835	965
Sedan Tk—5	760	915	1,055
1938—8 Series C20—Custom Imperial; Serial Nos. 7805501 to 7809033; Motor Nos. C20—1001 to 3525:			
Sedan Tk—5	1,270	1,530	1,770
Sedan Tk—7	1,270	1,530	1,770
Sedan Limousine Tk—7	1,325	1,595	1,845
1937—6—Series C16—Royal; Serial Nos. 6805101 to 6948223; Motor Nos. C16—1001 to 88646:			
Business Coupe—2	350	430	510
Coupe—2-4	375	460	545
Conv. Coupe 2—4	450	550	650
Brougham Comp. 2 Dr.—5	380	465	550
Tour. Brougham, 2 Dr. Tk—5	385	475	560
Sedan Comp. 4 Dr.—5	400	490	580
Tour. Sedan, 4 Dr. Tk—5	405	495	590
Conv. Sedan Tk—5	610	750	885
Sedan Tk—7	515	630	745
Sedan Limousine Tk—7	565	690	815

(5) CHRYSLER

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1937—8—Series C14—Imperial; Serial Nos. 6719601 to 6733606; Motor Nos. C14—1001 to 15572:			
Business Coupe—2	$455	$555	$660
Coupe 2—4	475	580	685
Conv. Coupe 2—4	525	640	760
Tour. Brougham Tk—5	475	580	685
Tour. Sedan, 4 Dr. Tk—5	490	600	710
Conv. Sedan Tk—5	685	840	990
1937—8—Series C17—Airflow; Serial Nos. 7019401 to 7024000; Motor Nos. C17—1001 to 5618:			
Coupe—6	725	885	1,050
Sedan Tk—6	725	885	1,050
1937—8—Series C15—Custom Imperial; Serial Nos. 7804001 to 7805201; Motor Nos. C15—1001 to 2237:			
Sedan Tk—5	930	1,140	1,345
Sedan Tk—7	930	1,140	1,345
Sedan Limousine Tk—7	980	1,200	1,420

(6) CROSLEY

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1942½—Series 94-42; Serial Nos. C2-42—32000 to 33050:			
Conv. Coupe—4	$465	$485	$595
Conv. Sedan—4	525	545	565
Deluxe Sedan—4	575	595	615
Station Wagon—4	650	665	685
1941—2—Series C4-41; Serial Nos. 300—30000 to 31999:			
Conv. Coupe—2	330	345	365
Standard Conv. Sedan—4	380	405	425
Deluxe Conv. Sedan—4	395	415	435
Covered Wagon—4	435	460	485
Station Wagon—4	495	520	545
1940—2—Series 2A; Serial Nos. 300—20000 to 29999:			
Conv. Coupe—2	240	270	295
Standard Sedan—4	280	315	340
DeLuxe Sedan—4	290	320	350
Covered Wagon—4	320	355	390
Station Wagon—4	360	405	440
Conv. Sedan Coupe—4	265	295	320
Station Wagon—2	345	380	415
1939—2—Series 2; Serial Nos. 300—10000 to 19999:			
Conv. Coupe—2	215	240	270
Conv. Sedan—4	290	260	290

(7) DE SOTO

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1942—6—Series S10—Deluxe; Serial Nos. 6142001 to 6153101; Motor Nos. S10-1001 to 25551:			
Business Coupe—2	$1,125	$1,160	$1,200
Coupe—6	1,210	1,250	1,290
Sedan, 2 Dr.—5	1,195	1,260	1,270
Sedan, 4 Dr.—5	1,225	1,260	1,300
Town Sedan—5	1,270	1,310	1,350
Sedan—7	1,605	1,640	1,680
1942—6—Series S10—Custom; Serial Nos. 5771001 to 5783563; Motor Nos. S10-1001 to 25551:			
Coupe—2	1,160	1,200	1,240
Club Coupe—5	1,265	1,305	1,340
Conv. Coupe—5	1,455	1,490	1,530
Brougham—5	1,265	1,305	1,340
Sedan, 4 Dr.—5	1,275	1,315	1,355
Town Sedan—5	1,325	1,360	1,400
Sedan—7	*1,650	*1,690	*1,730
Limousine—7	*1,720	*1,755	*1,795
1941—6—Series S8—Deluxe; Serial Nos. 6096001 to 6141720; Motor Nos. S8-1001 to 100247:			
Business Coupe—2	955	1,005	1,060
Coupe—5	1,045	1,105	1,160
Sedan, 2 Dr.—5	1,025	1,080	1,140
Sedan, 4 Dr.—5	1,055	1,115	1,175
Sedan—7	1,335	1,405	1,480
1941—6—Series S8—Custom; Serial Nos. 5720401 to 5770681; Motor Nos. S8-1001 to 100247:			
Coupe—2	1,005	1,060	1,115
Club Coupe—5	1,100	1,160	1,220
Conv. Coupe—5	1,270	1,340	1,410
Brougham, 2 Dr.—5	1,085	1,145	1,200
Sedan, 4 Dr.—5	1,110	1,170	1,235
Town Sedan—5	1,165	1,225	1,290
Sedan—7	1,375	1,450	1,525
Limousine—7	1,455	1,535	1,615
1940—6—Series S7—Deluxe; Serial Nos. 6064301 to 6096928; Motor Nos. S7-1001 to 67427:			
Business Coupe—2	715	795	870
Coupe A/S—2-4	765	855	930
Tour. Sedan, 2 Dr.—5	765	855	930
Tour. Sedan, 4 Dr.—5	860	890	970
Tour. Sedan—7	905	1,105	1,205

(7) DE SOTO

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1940—6—Series S7—Custom; Serial Nos. 5688001 to 5720329; Motor Nos. S7-1001 to 67427:			
Coupe—2	$750	$835	$910
Coupe A/S—2-4	800	890	970
Conv. Coupe—4	930	1,030	1,125
Tour. Sedan, 2 Dr.—5	800	890	970
Tour. Sedan, 4 Dr.—5	835	930	1,010
Tour. Sedan—7	1,030	1,145	1,250
Limousine—7	1,095	1,215	1,325
1939—6—Series S6—Deluxe; Serial Nos. 5634001 to 5687124; Motor Nos. S6-1001 to 55461:			
Business Coupe—2	595	680	760
Coupe A/S—2-4	635	725	810
Tour. Sedan, 2 Dr.—5	640	725	815
Tour. Sedan, 4 Dr.—5	665	760	850
Tour. Sedan—7	820	935	1,045
Limousine Sedan—7	880	1,005	1,125
1939—6—Series S6—Custom; Serial Nos. 5634001 to 5687134; Motor Nos. S6-1001 to 55461:			
Coupe—2	635	720	810
Coupe A/S—2-4	670	765	855
Club Coupe—4	765	895	1,000
Tour. Sedan, 2 Dr.—5	675	770	860
Tour. Sedan, 4 Dr.—5	700	800	895
Tour. Sedan—7	855	975	1,090
Limousine Sedan—7	915	1,045	1,170
1938—6—Series S5; Serial Nos. 5568301 to 5632912; Motor Nos. S5-1001 to 39664:			
Business Coupe—3	480	580	670
Conv. Coupe—3-5	580	695	805
Tour. Brougham Tk, 2 Dr.—6	515	620	720
Sedan Comp., 4 Dr.—6	530	640	740
Tour. Sedan Tk, 4 Dr.—6	535	645	750
Conv. Sedan Tk—5	760	915	1,060
Sedan Tk—7	660	795	920
Limousine Sedan—7	710	855	990
1937—6—Series S3; Serial Nos. 5517301 to 5567700; Motor Nos. S3-1001 to 77230:			
Business Coupe—3	340	415	490
Coupe—3-5	360	445	525
Conv. Coupe—3-5	430	525	620
Brougham Comp., 2 Dr.—6	365	450	530
Tour. Brougham Tk, 2 Dr.—6	370	455	540
Sedan Comp., 4 Dr.—6	385	475	560
Tour. Sedan Tk, 4 Dr.—6	390	480	565
Conv. Sedan Tk—5	590	720	850
Sedan Tk—7	505	615	730
Limousine Sedan—7	540	660	780

(8) DODGE

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1942—6—Series D22; Serial Nos. 30577001 and up; Motor Nos. D22—1001 and up:			
Deluxe:			
Coupe—3	$1,000	$1,040	$1,075
Club Coupe—6	1,110	1,145	1,185
Sedan, 2 Dr.—6	1,070	1,105	1,145
Sedan, 4 Dr.—6	1,110	1,150	1,185
Custom:			
Club Coupe—6	1,160	1,200	1,240
Conv. Coupe—5	1,375	1,415	1,455
Brougham—6	1,120	1,160	1,195
Sedan, 4 Dr.—6	1,165	1,200	1,240
Town Sedan—6	1,225	1,265	1,300
Sedan—7	1,540	1,575	1,615
Limousine—7	1,625	1,665	1,700
1941—6—Series D19; Serial Nos. 30342401 and up; Motor Nos. D19—1001 and up:			
Deluxe:			
Coupe—2	875	925	970
Sedan, 2 Dr.—6	935	985	1,040
Sedan, 4 Dr.—6	980	1,030	1,085
Custom:			
Club Coupe—6	1,020	1,075	1,130
Conv. Coupe—5	1,195	1,260	1,325
Brougham, 2 Dr.—6	985	1,035	1,090
Sedan, 4 Dr.—6	1,025	1,080	1,140
Town Sedan—6	1,055	1,115	1,175
Sedan—8	1,250	1,315	1,385
Limousine—7	1,325	1,400	1,475
1940—6—Series D17; Serial Nos. 4349001 to 4415505; Motor Nos. D14-1001 to 193835; Special:			
Coupe—2	640	710	775
Sedan, 2 Dr.—5	690	770	840
Sedan, 4 Dr.—5	725	805	880
1940—6—Series D14; Serial Nos. 30216001 to 30342333; Motor Nos. D14-1001 to 193835; Deluxe:			
Coupe—2	680	760	825
Coupe A/S 2-4	725	805	880
Conv. Coupe—5	875	970	1,060
Sedan, 2 Dr.—5	730	810	885
Sedan, 4 Dr.—5	765	855	930
Sedan—7	930	1,030	1,125
Limousine—7	990	1,100	1,200

(8) DODGE

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1939—6—Series D11—Luxury Liner; Serial Nos. 4276701 to 4347706; Motor Nos. D11-1001 to 186148:			
Coupe—2	$520	$590	$660
Sedan, 2 Dr.—5	560	635	715
Sedan, 4 Dr.—5	585	670	750
Serial Nos. 30100001 to 30214458; Motor Nos. D11-1001 to 185881;			
Deluxe:			
Coupe—2	550	630	705
Coupe A/S 2-4	590	670	755
Town Coupe—5	725	825	925
Sedan, 2 Dr.—5	610	695	775
Sedan, 4 Dr.—5	620	705	790
Limousine—7	810	925	1,035
Sedan—7	750	855	960
1938—6—Series D8; Serial Nos. 30001001 to 30097066, 40001001 to 40016525; Motor Nos. D8-1001 to 114530:			
Business Coupe—2	450	540	625
Coupe 2-4	475	575	660
Conv. Coupe 2-4	530	640	740
Comp. Sedan, 2 dr.—5	475	575	660
Tour. Sedan Tk, 2 dr.—5	480	580	670
Comp. Sedan, 4 dr.—5	495	600	695
Tour Sedan Tk, 4 dr.—5	505	605	700
Conv. Sedan Tk—5	705	850	985
Sedan Tk—7	605	730	845
Limousine Tk—5	655	790	915
1937—6—Series D5; Serial Nos. 4330451 to 4789507, 9118501 to 9149361; Motor Nos. D5-1001 to 294170:			
Business Coupe—2	315	385	455
Coupe 2-4	345	420	495
Conv. Coupe 2-4	405	495	590
Comp. Sedan, 2 dr.—5	345	425	505
Tour. Sedan Tk, 2 dr.—5	350	430	510
Comp. Sedan, 4 dr.—5	366	450	530
Tour. Sedan Tk, 4 dr.—5	370	455	540
Conv. Sedan—5	565	690	815
Sedan—7	490	600	710
Limousine—5	540	660	780

(9) FORD

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1942—6—Series 2GA—90 h.p.; Serial Nos 1GA—34801 and up:			
Special:			
Coupe—3—77C	$875	$915	$955
Tudor Sedan—6—70C	910	950	990
Fordor Sedan—6—73C	950	990	1,030
Deluxe:			
Coupe—3—77A	900	940	980
Sedan Coupe—6—72A	965	1,005	1,045
Tudor Sedan—6—70A	940	980	1,015
Fordor Sedan—6—73A	980	1,015	1,055
Station Wagon—8—79A	1,150	1,190	1,225
Super Deluxe:			
Coupe—3—77B	950	990	1,030
Sedan Coupe—6—72B	1,015	1,055	1,095
Conv. Club Coupe—5—76	1,195	1,235	1,275
Tudor Sedan—6—70B	990	1,025	1,065
Fordor Sedan—6—73B	1,025	1,065	1,105
Station Wagon—8—79B	1,235	1,273	1,315
1942—V-8—Series 21A—90 h.p.; Serial No. 18-6769036 and up:			
Deluxe:			
Coupe—3—77A	910	950	990
Sedan Coupe—6—72A	975	1,015	1,055
Tudor Sedan—6—70A	950	990	1,030
Fordor Sedan—6—73A	990	1,025	1,065
Station wagon—8—79A	1,210	1,245	1,285
Super Deluxe:			
Coupe—3—77B	960	1,000	1,040
Sedan Coupe—6—72B	1,025	1,065	1,105
Conv. Club Coupe—5—76	1,210	1,245	1,285
Tudor Sedan—6—70B	1,000	1,040	1,075
Fordor Sedan—6—73B	1,035	1,075	1,115
Station wagon—79B	1,245	1,285	1,325
1941—6—Series 1GA—90 h.p.; Serial Nos. 1GA-1 and up:			
Special:			
Coupe—2	725	765	805
Tudor Sedan—5	755	805	850
Fordor Sedan—5	810	855	895
Deluxe:			
Coupe 5w—2	760	800	845
Coupe A/S 2—4	790	835	880
Tudor Sedan—5	805	*845	890
Fordor Sedan—5	845	895	940
Station wagon	1,005	1,060	1,115
Super Deluxe:			
Coupe 5w—2	810	855	895
Coupe A/S 2—4	840	890	935
Sedan Coupe—5	885	935	980
Conv. Club Coupe—2—4	990	1,045	1,095
Tudor Sedan—5	850	900	945
Fordor Sedan—5	895	945	995
Station Wagon	1,060	1,120	1,175

(9) FORD

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1941—V-8—Series 11A—85 b.p. Serial Nos. 18-5896295 and up:			
Special:			
Coupe—2	$745	$785	$825
Tudor sedan—5	780	825	865
Fordor Sedan—5	825	870	915
Deluxe:			
Coupe 5w—2	760	800	845
Coupe A/S 2—4	810	855	895
Tudor Sedan—5	805	845	890
Fordor Sedan—5	845	895	940
Station Wagon	1,020	1,075	1,135
Super Deluxe:			
Coupe 5w—2	810	855	895
Coupe A/S 2—4	860	905	950
Sedan Coupe—5	885	935	980
Conv. Club Coupe 2—4	990	1,045	1,095
Tudor Sedan—5	850	900	945
Fordor Sedan—5	895	*940	995
Station Wagon	1,000	1,120	1,175
1940—V-8—Series 02A—60 h.p.; Serial Nos. 54-506501 and up:			
Coupe 5w—2	535	595	650
Business Coupe—2	555	615	670
Tudor Sedan—5	570	635	695
Fordor Sedan—5	610	680	740
1940—V-8—Series 01A—85 h.p.; Serial Nos. 18-5210701 to 18-5896294; Standard:			
Coupe 5w—2	570	635	695
Business Coupe—2	590	655	715
Tudor Sedan—5	605	675	735
Fordor Sedan—5	645	720	785
Station Wagon	760	845	920
Deluxe:			
Coupe 5w—2	625	695	760
Business Coupe—2	645	715	780
Conv. Club Coupe 2—4	735	820	895
Tudor Sedan—5	660	735	800
Fordor Sedan—5	700	780	850
Station Wagon	820	915	995
1939—V-8—Series 922A—60 h.p.; Serial Nos. up to 54-506500; Standard:			
Coupe 5 w—2	420	480	535
Tudor Sedan—5	450	510	570
Fordor Sedan—5	480	545	615
1939—V-8—Series 91A—85 h.p.; Serial Nos. 18-4061001 to 5210700; Standard:			
Coupe 5 W—2	450	510	570
Tudor Sedan—5	475	545	610
Fordor Sedan—5	510	580	650
Station Wagon	590	670	750
Deluxe:			
Coupe 5w—2	490	560	630
Conv. Coupe 2—4	555	630	705
Tudor Sedan—5	520	590	665
Fordor Sedan—5	555	630	705
Conv. Sedan—5	645	735	825
Station wagon	645	730	820
1938—V-8—Series 82A—60 h.p.; Serial Nos. 54-358335 and up; Standard:			
Coupe 5w—2	350	400	460
Tudor Sedan—5	355	430	495
Fordor Sedan—5	380	460	530
1938—V-8—Series 81A—85 h.p.; Serial Nos. 18-4186447 to 18-4061000; Standard:			
Coupe 5w—2	345	420	485
Tudor Sedan—5	370	445	515
Fordor Sedan—5	395	475	550
Station Wagon	455	550	635
Deluxe:			
Phaeton—5	455	545	635
Coupe 5w—2	380	460	530
Conv. Coupe 2-4	425	515	595
Club Coupe—5	415	500	575
Conv. Club Coupe—5	445	535	620
Tudor Sedan—5	400	485	560
Fordor Sedan—5	425	515	595
Conv. Sedan—5	500	600	695
1937—V-8 Series—74-60 h.p.; Serial Nos. 54-6602 to 54-358334:			
Coupe 5w—2	235	290	345
Tudor—5	245	300	355
Tour. Tudor—5	255	315	370
Fordor—5	275	335	395
Tour. Fordor—5	285	350	415
Station Wagon (cur.)	365	450	530
Station Wagon (glass)	375	460	545
1937—V-8—Series—78-85 h.p.; Serial Nos. 18-3331857 to 18-4186446; Standard:			
Coupe 5w—2	255	315	370
Tudor—5	265	325	380
Tour. Tudor—5	275	340	400
Fordor—5	295	360	425
Tour. Fordor—5	305	375	440
Station Wagon (cur.)	370	455	535
Station Wagon (glass)	380	465	550
Deluxe:			
Roadster 2—4	310	375	445
Phaeton—5	335	410	485
Coupe 5w—2	280	340	405

(9) FORD

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1937—V-8—Series—78—Continued.			
Cabriolet 2—4	$310	$375	$445
Club Coupe 5w—5	310	375	445
Club Cabriolet—4	340	415	490
Tudor—5	285	350	415
Tour. Tudor—5	300	365	430
Fordor—5	315	385	455
Tour. Fordor—5	330	400	475
Conv. Sedan—5	390	475	565

(10) GRAHAM

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1941—6 Series—113; Serial Nos. 900001 and up; Motor Nos. 910001 and up; Custom Hollywood: Sedan, 4 dr.—5	$950	$1,005	$1,055
1941—6 Series—109; Serial Nos. 700146 and up; Motor Nos. 710046 and up; Custom Hollywood Supercharged: Sedan, 4 dr.—5	1,045	1,105	1,160
1940—6 Series—108; Serial Nos. 605001 to 605661; Motor Nos. 615001 to 615657; Deluxe:			
Comb. Coupe—5	820	910	995
Sedan Tk, 2 dr.—5	800	890	970
Sedan Tk, 4 dr.—5	815	905	990
Custom:			
Comb. Coupe—5	930	1,035	1,130
Sedan Tk, 2 dr.—5	910	1,015	1,105
Sedan Tk, 4 dr.—5	935	1,040	1,135
1940—6 Series—107; Serial Nos. 505001 to 505338; Motor Nos. 515001 to 515378; Deluxe Supercharger:			
Comb. Coupe—5	930	1,035	1,130
Sedan Tk, 2 dr.—5	910	1,015	1,105
Sedan Tk, 4 dr.—5	930	1,033	1,130
Custom Supercharger:			
Comb. Coupe—5	1,040	1,155	1,260
Sedan Tk, 2 dr.—5	1,015	1,130	1,230
Sedan Tk, 4 dr.—5	1,040	1,155	1,260
1940—6 Series—109; Serial Nos. 700001 to 709145; Motor Nos. 710001 to 710045; Hollywood Custom Super:			
Conv. Coupe—3	1,105	1,230	1,345
Sedan, 4 dr.—5	1,005	1,118	1,215
1939—6 Series—96; Serial Nos. 600001 to 602913; Motor Nos. 610001 to 612920;			
Special:			
Comb. Coupe—5	610	695	780
Sedan Tk, 2 dr.—6	610	695	780
Sedan Tk, 4 dr.—6	630	715	800
Custom Special:			
Comb. Coupe—5	695	790	890
Sedan Tk, 2 dr.—6	695	790	890
Sedan Tk, 4 dr.—6	710	810	910
1939—6 Series—97; Serial Nos. 500001 to 502479; Motor Nos. 510001 to 512507:			
Supercharger:			
Comb. Coupe—5	695	790	890
Sedan Tk, 2 dr.—6	695	790	890
Sedan Tk, 4 dr.—6	710	810	910
Custom Supercharger:			
Comb. Coupe—5	780	890	995
Sedan Tk, 2 dr.—6	780	890	995
Sedan Tk, 4 dr.—6	795	905	1,015
1938—6 Series—96; SerialNos. 225000 to 227602; Motor Nos. 230000 to 232605:			
Standard:			
Sedan Tk, 4 dr.—6	535	645	750
Special:			
Sedan Tk, 4 dr.—6	565	680	785
1938—6 Series—97; Serial Nos. 140000 to 142403; Motor Nos. 145000 to 147434:			
Supercharger:			
Sedan Tk, 4 dr.—6	625	755	875
Custom Supercharger:			
Sedan Tk, 4 dr.—6	690	835	965
1937—6 Series—85; Serial Nos. 315001 to 319318; Motor Nos. 320001 to 324366; Crusader:			
Tour. Sedan, 2 dr.—5	295	360	425
Tour. Sedan Tk, 2 dr.—5	310	375	445
Tour. Sedan, 4 dr.—5	330	400	475
Tour. Sedan Tk, 4 dr.—5	345	420	495
1937—6 Series—95; Serial Nos. 215001 to 222250; Motor Nos. 220001 to 228370; Cavalier:			
Business Coupe—3	355	435	515
Coupe 3—5	380	465	550
Conv. Coupe 3—5	400	490	580
Tour. Sedan, 2 dr.—5	365	450	530
Tour. Sedan Tk, 2 dr.—5	380	465	550
Tour. Sedan, 4 dr.—5	395	485	575
Tour. Sedan Tk, 4 dr.—5	380	465	550
1937—6 Series—116; Serial Nos. 130001 to 135551; Motor Nos. 135001 to 140202; Supercharger:			
Business Coupe—3	425	520	615

(10) GRAHAM

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1937—6—Series 116—Continued.			
Coupe 3—5	$440	$540	$635
Conv. Coupe 3—5	455	555	660
Tour. Sedan, 2 dr.—5	425	520	615
Tour. Sedan Tk, 2 dr.—5	440	540	635
Tour. Sedan, 4 dr.—5	440	540	635
Tour. Sedan Tk, 4 dr.—5	455	555	660
1937—6 Series—120; Serial Nos. 120001 to 120199, 110001 to 113002; Motor Nos. 115001 to 118864; Custom Supercharger:			
Business Coupe—3	465	570	675
Coupe 3—5	480	585	695
Conv. Coupe 3—5	495	605	715
Tour. Sedan, 2 dr.—5	490	600	710
Tour. Sedan Tk, 4 dr.—5	505	615	730

(11) HUDSON

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1942—6—Series 20 T—Traveler; Serial Nos. T—20101 to T—2041232:			
Coupe—3	$925	$965	$1005
Club Coupe—4	1000	1040	1075
Club Sedan, 2 dr.—6	980	1020	1055
Tour. Sedan, 4 dr.—6	1010	1045	1085
1942—6—Series 20 P—Deluxe; Serial Nos. P-20101 to P-2041232:			
Coupe—3	1020	1060	1095
Club Coupe—4	1075	1110	1150
Club Sedan, 2 dr.—6	1050	1090	1130
Tour. Sedan, 4 dr.—6	1085	1125	1165
1942—6—Series 21—Super; Serial Nos. 21101 to 2141232:	1335	1375	1415
Coupe—3	1,120	1,185	1,225
Club Coupe—4	1,205	1,245	1,285
Club Sedan, 2 dr.—6	1,180	1,220	1,255
Tour. Sedan, 4 dr.—6	1,210	1,250	1,285
Conv. Sedan—6	1,465	1,505	1,545
Station Wagon	1,550	1,590	1,630
1942—6—Series 22—Commodore; Serial Nos. 22101 to 2241232:			
Coupe—3	1,235	1,270	1,310
Club Coupe—5	1,300	1,335	1,375
Club Sedan, 2 dr.—6	1,275	1,310	1,350
Tour. Sedan, 4 dr.—6	1,305	1,345	1,385
Conv. Sedan—6	1,545	1,580	1,620
1942—8—Series 24—Commodore; Serial Nos. 24101 to 2441232:			
Coupe—3	1,280	1,315	1,355
Club Coupe—5	1,340	1,380	1,420
Club Sedan, 2 dr.—6	1,310	1,350	1,390
Tour. Sedan, 4 dr.—6	1,350	1,390	1,430
Conv. Sedan—6	1,595	1,635	1,670
1942—8—Series 25—Commodore—Custom; Serial Nos. 25101 to 2541232:			
Club Coupe—4	1,445	1,480	1,520
1942—8—Series 27—Commodore—Custom; Serial Nos. 27101 to 2741232:			
Tour. Sedan, 4 dr.—6	1,570	1,610	1,650
1941—6—Series 10 T—Traveler; Serial Nos. T—10101 and up:			
Coupe—3	720	760	800
Club Coupe—4	820	865	910
Club Sedan, 2 dr.—6	795	840	885
Tour. Sedan, 4 dr.—6	825	870	915
1941—6—Series 10 C—Utility; Serial Nos. C 10101 and Up:			
Coach—6	810	855	900
Coupe—6	750	790	830
1941—6—Series 10 P—Deluxe; Serial Nos. P—10101 and up:			
Coupe—3	835	880	930
Club Coupe—4	885	935	985
Club Sedan, 2 dr.—6	860	905	955
Tour. Sedan, 4 dr.—6	895	945	995
Conv. Sedan—6	1,115	1,175	1,235
1941—6—Series 11—Super Serial Nos. 11101 and up:			
Coupe—3	910	960	1,010
Club Coupe—4	970	1,025	1,080
Club Sedan, 2 dr.—6	935	985	1,035
Tour. Sedan, 4 dr.—6	965	1,020	1,075
Conv. Sedan—6	1,205	1,270	1,335
Station Wagon	1,240	1,360	1,430
1941—6—Series 12—Commodore; Serial Nos. 12101 and up:			
Coupe—3	1,000	1,055	1,110
Club Coupe—4	1,065	1,120	1,180
Club Sedan, 2 dr.—6	1,030	1,090	1,145
Tour. Sedan 4 dr.—6	1,060	1,120	1,175
Conv. Sedan—6	1,280	1,350	1,420
1941—6—Series 18—Big Boy; Serial Nos. P 18101 and up:			
Sedan—7	1,200	1,265	1,335
Carry-all	1,065	1,120	1,180
1941—8—Series 14—Commodore; Serial Nos. 14101 and up:			
Coupe—3	1,045	1,100	1,160
Club Coupe—4	1,110	1,170	1,230
Club Sedan, 2 dr.—6	1,070	1,130	1,185
Tour. Sedan, 4 dr.—6	1,105	1,170	1,230
Conv. Sedan—6	1,330	1,405	1,480
Station Wagon	1,385	1,460	1,535

(11) HUDSON

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1941—8—Custom Series 15—Commodore Custom; Serial Nos. 15101 and up:			
Coupe—3	$1,135	$1,195	$1,260
Club Coupe—4	1,200	1,265	1,335
1941—8—Series 17—Commodore Custom; Serial Nos. 17101 and up:			
Tour. Sedan, 4 dr.—6	1,305	1,380	1,450
Sedan—7	1,515	1,595	1,680
1940—6—Series 40 T—Traveler; Serial Nos. 40101 to 4089192:			
Coupe—3	565	630	690
Victoria Coupe—4	635	710	770
Tour. Sedan, 2 dr.—6	625	695	755
Tour. Sedan, 4 dr.—6	645	720	785
Utility Coach	630	705	765
Utility Coupe	600	665	725
1940—6—Series 40 P—Deluxe; Serial Nos. 40101 to 4089192:			
Coupe—3	640	710	775
Victoria Coupe—4	680	755	825
Conv. Coupe—5	800	890	970
Tour. Sedan, 2 dr.—6	665	740	805
Tour. Sedan, 4 dr.—6	690	770	840
Conv. Sedan—6	820	915	995
1940—6—Series 41—Super; Serial Nos. 41101 to 4186192:			
Coupe—3	685	765	835
Victoria Coupe—4	730	815	890
Conv. Coupe—5	850	945	1,030
Tour. Sedan, 2 dr.—6	715	795	865
Tour. Sedan, 4 dr.—6	740	825	895
Conv. Sedan—6	880	980	1,065
1940—5—Series 43—Country Club; Serial Nos. 43101 to 4389192:			
Tour. Sedan, 4 dr.—6	880	980	1,070
Sport Tour. Sedan, 4 dr.—6	905	1,005	1,095
Sedan—7	1,055	1,175	1,280
1940—6—Series 48—Big Boy; Serial Nos. 48101 to 4889192:			
Carry-all	840	930	1,015
Sedan—7	930	1,035	1,130
1940—8—Series 44—Hudson Eight; Serial Nos. 44101 to 4489192:			
Coupe—3	730	815	890
Victoria Coupe—4	805	895	975
Conv. Coupe—5	930	1,035	1,125
Tour. Sedan, 2 dr.—6	785	870	950
Tour. Sedan, 4 dr.—6	810	905	985
Conv. Sedan—6	990	1,095	1,165
1940—8—Series 45—Deluxe; Serial Nos. 45101 to 4589192:			
Tour. Sedan, 2 dr.—6	815	905	985
Tour. Sedan, 4 dr.—6	840	935	1,020
1940—8—Series 47—Country Club; Serial Nos. 47101 to 4789192:			
Tour. Sedan, 4 dr.—6	970	1,075	1,175
Sport Tour. Sedan, 4 Dr.—6	990	1,100	1,200
Sedan—7	1,140	1,270	1,385
1939—6—Series 90—Hudson 112 Deluxe; Serial Nos. 90101 to 9054902:			
Traveler Coupe—3	475	540	605
Coupe—3	510	580	650
Victoria Coupe—4	545	620	695
Conv. Coupe—3	610	695	780
Tour. Brougham—6	530	605	680
Conv. Brougham—6	645	735	825
Tour. Sedan—6	555	630	705
Utility Coach—6	490	560	625
Utility Coupe—3	510	580	650
Station Wagon	640	730	820
1939—6—91—Hudson Pacemaker; Serial Nos. 91101 to 9154902:			
Coupe—3	540	615	690
Victoria Coupe—5	580	660	740
Tour. Brougham—6	565	640	720
Tour. Sedan—6	585	665	745
1939—6—92—Hudson Six Serial Nos. 92101 to 9254902:			
Coupe—3	570	645	725
Victoria Coupe—5	600	685	765
Conv. Coupe—3	670	765	860
Tour. Brougham—6	590	675	755
Conv. Brougham—6	715	815	915
Tour. Sedan—6	620	705	790
1939—6—Series 93—Country Club Six; Serial Nos. 93101 to 9354902:			
Coupe—3	635	725	815
Victoria Coupe—6	670	765	855
Conv. Coupe—3	730	830	935
Tour. Brougham—6	665	760	850
Conv. Brougham—6	775	880	990
Tour. Sedan, 4 dr.—6	690	785	880
1939—6—Series 98—Big Boy Serial Nos. 98101 to 9854902:			
Tour. Sedan—6	605	685	770
Sedan—7	765	870	975
1939—8—Series 95—Country Club Eight; Serial Nos. 95101 to 9554902:			
Coupe—3	690	785	880
Victoria Coupe—5	720	820	920
Conv. Coupe—3	780	890	995
Tour. Brougham—6	720	820	915

(11) HUDSON

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1939—8—Series 95—Continued.			
Conv. Brougham—6	$825	$940	$1,055
Tour. Sedan—6	740	840	945
1939—B—Series 97—Custom; Serial Nos. 97101 to 9754902:			
Tour. Sedan—6	805	915	1,025
Sedan—7	985	1,120	1,255
1938—6—Series 80—Terraplane Utility; Serial Nos. 80101 to 8056040; Motor Nos. 360000 and up:			
Coupe—3	425	515	595
Coach—6	420	505	585
Tour. Conch—6	430	520	600
Station Wagon	530	640	740
1938—6—Series 88—Big Boy; Serial Nos. 88101 to 8856040:			
Sedan 6-7	530	640	740
Tour. Sedan—6	540	650	755
1938—6—Series 81—Terraplane Deluxe; Serial Nos. 81101 to 8156040; Motor Nos 360000 and up			
Coupe—3	430	515	595
Victoria Coupe 3—5	455	545	625
Conv. Coupe—3	505	610	705
Brougham—6	445	535	620
Tour. Brougham—6	455	550	635
Sedan—6	470	565	655
Tour. Sedan—6	480	580	670
Conv. Brougham—6	540	650	755
1938—6—Series 82—Terraplane Super; Serial Nos. 82101 to 8256040; Motor Nos. 360000 and up:			
Coupe—3	470	565	655
Victoria Coupe—3—5	495	595	685
Conv. Coupe—3	540	655	755
Brougham—6	485	585	680
Tour. Brougham—6	500	600	695
Sedan—6	505	610	710
Tour. Sedan—6	520	625	725
Conv. Brougham—6	575	695	805
1938—6—Series 83—Hudson Custom; Serial Nos. 83101 to 8356040; Motor Nos. 58000 and up:			
Coupe—3	505	610	705
Victoria Coupe—3—5	530	640	740
Conv. Coupe—3	580	700	810
Brougham—6	526	635	730
Tour. Brougham—6	536	645	750
Sedan—6	545	655	760
Tour. Sedan—6	555	670	775
Conv. Brougham—6	615	740	855
1938—6—Series 89—Hudson 112; Serial Nos. 89101 to 8956040; Standard:			
Coupe—3	375	450	520
Victoria Coupe—4	400*	480	560
Conv. Coupe—3	455	550	635
Brougham—6	390	470	540
Tour. Brougham—6	400	480	560
Sedan—6	405	490	565
Tour. Sedan—6	415	505	580
Conv. Brougham—6	455	585	675
Utility:			
Coupe—3	390	470	545
Coach—6	375	450	520
Tour. Coach—6	385	465	535
Deluxe:			
Coupe—3	380	460	530
Victoria Coupe—4	405	490	565
Conv. Coupe—3	455	550	640
Brougham—6	395	475	550
Tour. Brougham—6	405	490	565
Sedan—6	410	495	575
Conv. Brougham—6	485	585	680
Tour. Sedan—6	425	510	590
1938—8—Series 84—Hudson Deluxe; Serial Nos. 84101 to 8456040; Motor Nos 35000 and up:			
Coupe—3	550	660	765
Victoria Coupe—3—5	570	*685	800
Conv. Coupe—3	625	755	870
Brougham—6	570	685	795
Tour. Brougham—6	580	700	810
Sedan—6	585	710	820
Tour. Sedan—6	600	720	835
Conv Brougham—6	660	795	920
1938—8—Series 85—Hudson Custom; Serial Nos. 85101 to 8556040; Motor Nos. 35000 and up:			
Coupe—3	500	710	820
Victoria Coupe—3—5	615	745	860
Brougham—6	615	745	860
Tour. Brougham—6	630	760	880
Sedan—6	640	770	890
Tour. Sedan—6	650	785	905
1938—8—Series 87—Country Club; Serial Nos. 87101 to 8756040; Motor Nos. 35000 and up:			
Sedan—6	650	785	910
Tour. Sedan—6	665	800	925
1937—6—Series 70—Terraplane Deluxe; Serial Nos. 70101 to 708001; Motor Nos. 250000 to 352074:			
Station Wagon	400	500	580

(11) Hudson

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1937—6—Series 71—Terraplane Deluxe; Serial Nos. 71101 to 7170346; Motor Nos. 250000 to 352074:			
Business Coupe—2	$315	$385	$455
Coupe—3	320	395	465
Victoria Coupe—3	345	420	495
Conv. Coupe—2	380	465	550
Brougham, 2 dr.—5	330	*405	480
Tour. Brougham, 2 dr.—5	340	415	495
Sedan, 4 dr.—5	355	435	515
Tour. Sedan, 4 dr.—5	365	445	530
Conv. Brougham—4	415	510	605
1937—6—Series 72—Terraplane Super Six; Serial Nos. 72101 to 7210907; Motor Nos. 250000 to 352074:			
Coupe—3	360	440	520
Victoria Coupe—3	380	465	550
Conv. Coupe—2	415	505	600
Brougham, 2 dr.—5	370	450	535
Tour. Brougham, 2 dr.—5	380	465	550
Sedan, 4 dr.—5	390	480	565
Tour. Sedan, 4 dr.—5	400	490	580
Conv. Brougham—4	450	550	650
1937—6—Series 73—Hudson Custom Six; Serial Nos. 73101 to 736913; Motor Nos. 90000 to 97082:			
Business Coupe—2	375	460	545
Coupe—3	390	475	565
Victoria Coupe—3	410	505	595
Conv. Coupe—2	440	535	635
Brougham, 2 dr.—5	400	490	580
Tour. Brougham, 2 dr.—5	410	505	595
Sedan, 4 dr.—5	425	520	615
Tour. Sedan, 4 dr.—5	435	535	630
Conv. Brougham—4	480	585	690
1937—8—Series 74—Hudson Deluxe Eight; Serial Nos. 74101 to 745728; Motor Nos. 18000 to 34162:			
Coupe—3	420	510	605
Victoria Coupe-3	440	540	640
Conv. Coupe—2	475	580	685
Brougham, 2 dr.—5	430	530	625
Tour. Brougham, 2 dr.—5	445	545	645
Sedan, 4 dr.—5	450	555	655
Tour. Sedan, 4 dr.—5	465	570	670
Conv. Brougham—4	515	630	745
1937—8—Series 76—Hudson Deluxe Eight; Serial Nos. 76101 to 761197; Motor Nos. 18000 to 34162:			
Sedan, 4 dr.—5	465	570	670
Tour. Sedan, 4 dr.—5	475	585	690
1937—8—Series 75—Hudson Custom Eight; Serial Nos. 75101 to 753374; Motor Nos. 18000 to 34162			
Coupe—3	455	555	660
Victoria Coupe—3	480	585	695
Conv. Coupe—2	515	630	730
Brougham, 2 dr.—5	475	580	685
Tour. Brougham, 2 dr.—5	485	595	705
Sedan, 4 dr.—5	495	610	720
Tour. Sedan, 4 dr.—5	510	625	735
Conv. Brougham—4	555	680	805
1937—8—Series 77—Hudson Custom Eight; Serial Nos. 77101 to 773752; Motor Nos. 18000 to 34162:			
Sedan, 4 dr.—5	510	625	735
Tour. Sedan, 4 dr.—5	520	640	755

(12) Hupmobile

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1941—6—Series R115; Serial Nos R—100590 and up:			
Tour. Sedan, 4 dr.—5—RQK	$1,075	$1,135	$1,195
1940—6—Series—R—015 Custom; Serial Nos. R—100532 to 100589; Skylark Custom:			
Tour. Sedan, 4 dr.—5—RQK	975	1,085	1,185
1939—6—Series 922E; Serial Nos. E72001 to 72800; Deluxe:			
Tour. Sedan, 4 dr.—6—EQ	720	820	915
Custom:			
Tour. Sedan, 4 dr.—6—EQQ	790	900	1,010
1939—8—Series 925H; Serial Nos. H30001 to 30200; Deluxe:			
Tour. Sedan 4 dr.—6—HQ	825	940	1,055
Custom:			
Tour. Sedan, 4 dr.—6—HQD	900	1,025	1,145
1938—6—Series 822E; Serial Nos. 35001 to 35300, E50001 to 72000:			
Standard Tour. Sedan, 4 dr.—6	600	725	840
Regular Tour. Sedan, 4 dr.—6	615	745	860
Deluxe Tour. Sedan, 4 dr.—6	625	755	875
Custom Tour. Sedan, 4 dr.—6	695	840	970
1938—8—Series 825H; Serial Nos. H25001 to 30000:			
Regular Tour. Sedan, 4 dr.—6	680	820	950
Deluxe Tour. Sedan, 4 dr.—6	705	850	985
Custom Tour. Sedan, 4 dr.—6	775	935	1,080
1937—6—Series—G; Serial Nos. G6551 to 6749:			
Business Coupe—3	350	430	510
Coupe 3—5	370	455	540

(12) Hupmobile

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1937—6—Series G—Continued.			
Sedan, 2 dr.—6	$360	$440	$520
Tour. Sedan, 2 dr.—6	375	460	545
Sedan, 4 dr.—6	380	465	550
Tour. Sedan, 4 dr.—6	395	485	570
1937—8—Series—N; Serial Nos. N5251 to 5289:			
Coupe 3—5	460	560	665
Sedan, 2 dr.—6	440	540	635
Tour. Sedan, 2 dr.—6	460	560	665
Sedan, 4 dr.—6	460	560	665
Tour. Sedan, 4 dr.—6	475	580	690

(13) LaSalle

1940—V8—Series 50—Fleetwood; Serial Nos. 2320001 to 2330382:			
Coupe A/S 2-4-5027	$1,050	$1,170	$1,275
Conv. Coupe 2-4-5067	1,190	1,325	1,445
Tour. Sedan Tk, 4 dr.—5-5019	1,125	*1,250	1,365
Conv. Sedan, 4 dr.—5-5029	1,540	1,715	1,870
Tour. Sedan Tk, 2 dr.—5-5011	1,090	1,210	1,320
1940—V8—Series 52 La Salle Special; Serial Nos. 4320001 to 4333751:			
Coupe 2-4-5227	1,175	1,310	1,430
Conv. Coupe 2-4-5267	1,315	1,460	1,595
Conv. Sedan Tk, 4 dr.—5—5229	1,625	1,810	1,975
Tour. Sedan Tk, 4 dr.—5-5219	1,230	1,370	1,490
1939—V8—Series 50; Serial Nos. 2290001 to 2313002:			
Coupe O/S 2-4-5027	850	970	1,090
Conv. Coupe O. S. 2—4—5067	965	1,095	1,230
Tour. Sedan Tk, 4 dr.—5—5019	910	1,035	1,160
Conv. Sedan Tk, 4 dr.—5—5029	1,250	1,420	1,595
Tour. Sedan Tk, 2 dr.—5—5011	880	1,000	1,125
1938—V8—Series 50; Serial Nos. 2270001 to 2285501:			
Coupe O/S 2—4—5027	720	870	1,005
Conv. Coupe (Rumble) 2—4—5067	790	950	1,100
Tour. Sedan Tk, 4 dr.—5—5019	770	925	1,070
Conv. Sedan Tk, 4 dr.—5—5049	1,015	1,225	1,420
Tour. Sedan Tk, 2 dr.—5—5011	745	900	1,040
1937—V8—Series 50; Serial Nos. 2230001 to 2262005:			
Coupe O/S 2—4—5027	490	600	710
Conv. Coupe (Rumble) 2—4—5067	580	705	835
Tour. Sedan Tk, 2 dr.—5—5011	545	665	785
Tour. Sedan Tk, 4 dr.—5—5019	565	690	815
Conv. Sedan—5-5049	730	895	1,055

(14) Lincoln

1942—V12—Series 268H—Custom; Serial Nos. H-129691 and up:			
Sedan—8—31	*$2,875	*$2,915	*$2,950
Limousine—8—32	*2,980	*3,020	*3,060
1942—V12—Series 26H—Continental; Serial Nos. H-129691 and up:			
Coupe—3—57	*2,920	*2,955	*2,995
Conv. Cabriolet—6—56	*2,920	*2,955	*2,995
1941—V12—Series 168H—Custom; Serial Nos. H-107688 and up:			
Sedan—8—31	2,780	2,935	3,090
Limousine—8—32	2,920	3,080	3,240
1941—V12—Series 16H—Continental; Serial Nos. H-107688 and up:			
Coupe—6—57	2,890	3,050	3,210
Cabriolet—6—56	2,945	3,105	3,270
1940—V12—Series; Serial Nos. K-9451 and up (continued thru from 1939):			
Conv. Roadster Lebaron 2-4-410	4,630	5,150	5,620
Lebaron Coupe—2—412	4,630	5,150	5,620
Wilby Coupe—5—406	5,165	5,745	6,265
Sedan 2 W/3 W-5-404A	4,275	4,755	5,185
Brunn Conv. Victoria—5-408	5,165	5,745	6,265
Judkins Berline 2W—5-417A	5,255	5,845	6,375
Judkins Berline 3W—5-417B	5,340	5,940	6,480
Judkins Sedan Limousine—7-415	5,520	6,140	6,700
Brunn Cabriolet N/C-409A	6,055	6,735	7,345
Brunn Cabriolet S/C-409B	6,145	6,835	7,455
Brunn Tour. Cabriolet—2—425	6,320	7,030	7,670
Brunn Brougham—7—411	6,145	6,835	7,455
Sedan 7—407A	4,450	4,950	5,400
Limousine—7—407B	4,540	5,050	5,510
Conv. Sedan LeBaron—5—413A	5,075	5,645	6,160
Conv. Sedan LeBaron W/P-413B	5,255	5,845	6,375
Wilby Limousine—7—419	5,430	6,040	6,590
Wilby Sport Sedan—5—421	6,145	6,835	7,455
1939—V12—Series; Serial Nos. K9451 and up:			
Conv. Roadster Le Baron—2—4—410	3,745	4,265	4,785
LeBaron Coupe—5—412	3,745	4,265	4,785
Wilby Coupe—5—406	4,180	4,760	5,340
Sedan 2W/3W—5—404A	3,460	3,940	4,420
Brunn Conv. Victoria—5—408	4,180	4,760	5,340
Judkins Berline 2W—5—417A	4,250	4,840	5,430
Judkins Berline 3W—5—417B	4,320	4,920	5,520
Judkins Sedan Limousine—7—415	4,465	5,085	5,705

(14) Lincoln

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1939—V12—Series—Continued.			
Brunn Cabriolet N/C—409A	$4,900	$5,580	$6,260
Brunn Cabriolet S/C—409B	4,970	5,660	6,350
Brunn Tour. Cabriolet—2—425	5,115	5,825	6,535
Brunn Brougham—7—411	4,970	5,660	6,350
Sedan—7—407A	3,600	4,100	4,600
Limousine—7—407B	3,675	4,185	4,695
Conv. Sedan LeBaron—5—413A	4,105	4,675	5,245
Conv. Sedan LeBaron W/P—5—413B	4,250	4,840	5,430
Wilby Limousine—7—419	4,395	5,005	5,615
Wilby Sport Sedan—5—421	4,970	5,660	6,350
1938—V12—Series; Serial Nos. K9001 to 9450:			
Conv. LeBaron Roadster 2—4—410	2,770	3,340	3,865
Coupe LeBaron—2—412	2,770	3,340	3,865
Wilby Coupe—5—406	3,080	3,720	4,305
Sedan 2W/3W—5—404A	2,560	3,090	3,575
Brunn Conv. Victoria—5—408	3,080	3,720	4,305
Wilby Tour. Sedan—7—403	3,080	3,720	4,305
Judkins Berline 2W—5—417A	3,135	3,780	4,375
Judkins Berline 3W—5—417B	3,185	3,845	4,450
Judkins Sedan Limousine—7—415	3,290	3,970	4,595
Brunn Cabriolet N/C—5—409A	3,605	4,350	5,030
Brunn Cabriolet S/C—5—409B	3,655	4,410	5,105
Brunn Tour. Cabriolet—2—425	3,760	4,540	5,250
Brunn Brougham—7—411	3,655	4,410	5,105
Sedan—7—407A	2,665	3,215	3,720
Limousine—7—407B	2,715	3,280	3,795
LeBaron Conv. Sedan—5—413A	3,030	3,655	4,230
LeBaron Conv. Sedan W/P—5—413B	3,135	3,780	4,375
Wilby Limousine—7—419	3,240	3,910	4,520
Wilby Sport Sedan—5—421	3,655	4,410	5,105
Wilby Panel Brougham—7—423	3,865	4,665	5,395
1937—V12—Series; Serial Nos. K7500 8490			
Conv. Roadster LeBaron—5—360	2,405	2,940	3,480
Coupe LeBaron—2—362	2,405	2,940	3,480
Wilby Coupe—5—356	2,695	3,300	3,905
Sedan 2 W/3w—5—354A	2,160	2,640	3,125
Brunn Conv. Victoria—5—358	2,695	3,300	3,905
Wilby Tour. Sedan—5—353	2,695	3,300	3,905
Judkins Berline 2W—4—367A	2,745	3,360	3,980
Judkins Berline 3W—4—367B	2,795	3,420	4,050
Judkins Sedan Limousine—7—365	2,895	3,540	4,190
Brunn Cabriolet N/D—359A	3,235	3,960	4,690
Brunn Cabriolet S/B—359B	3,285	4,020	4,760
Brunn Tour. Cabriolet—5—375	3,385	4,140	4,900
Brunn Brougham—7—361	3,285	4,020	4,760
Sedan—7—357A	2,305	2,820	3,340
Limousine—7—357B	2,355	2,880	3,410
Conv. Sedan LeBaron—5—363A	2,650	3,240	3,835
Conv. Sedan LeBaron W/P—363B	2,745	3,360	3,980
Wilby Limousine—7—369	2,845	3,480	4,120
Wilby Sport Sedan—5—371	3,335	4,080	4,830
Wilby Panel Brougham—7—373	3,430	4,200	4,970

(15) Lincoln Zephyr

1942—V12—Series 26H; Serial Nos. H-129691 to 136254:			
Coupe—3—72A	*$1,775	*$1,815	*$1,855
Club Coupe—6—77	*1,820	*1,855	*1,895
Conv. Coupe—6—76	*2,200	*2,240	*2,275
Sedan, 4 dr.—6—73	*1,820	*1,855	*1,895
Custom Interior:			
Coupe—3—73A	*1,850	*1,885	*1,925
Club Coupe—6—77	*1,900	*1,935	*1,975
Sedan, 4 dr.—6—73	*1,900	*1,935	*1,975
1941—V12—Series 16H; Serial Nos. H-107688 and up:			
Coupe—3—72A	1,515	1,600	1,685
Coupe A/S—3—6—72B	1,550	1,635	1,720
Club Coupe—6—77	1,585	1,670	1,755
Conv. Coupe—6—76	1,910	2,015	2,120
Sedan, 4 dr.—6—73	1,585	1,670	1,755
Custom Interior:			
Coupe—3—72A	1,600	1,685	1,775
Club Coupe—6—77	1,685	1,780	1,870
Sedan, 4 dr.—6—73	1,685	1,780	1,870
1940—V12—Series 06H; Serial Nos. H-85641 and up:			
Coupe—3—72A	1,210	1,350	1,470
Coupe A/S—5—72B	1,235	1,375	1,500
Club Coupe—6—77	1,250	1,390	1,515
Conv. Coupe—5—76	1,575	1,755	1,915
Cont. Club Coupe—5—57	2,405	2,675	2,920
Cont. Cabriolet—5—56	2,530	2,815	3,070
Sedan—6—73	1,250	1,390	1,515
Custom Interior:			
Coupe—3—72A	1,300	1,445	1,580
Club Coupe—6—77	1,335	1,485	1,620
Sedan—6—73	1,335	1,485	1,620
Town Limousine—5—22	1,550	1,725	1,880
1939—V12; Serial Nos. H-64641 to 85640:			
Coupe—3—720	950	1,085	1,215
Conv. Coupe—2—4—760B	1,225	1,395	1,565
Coupe Sedan, 2 dr.—5—700	960	1,095	1,225
Sedan, 4 dr.—5—730	980	1,115	1,255
Conv. Sedan—5—740	1,290	1,470	1,650

(15) Lincoln Zephyr

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1939—V12: Serial Nos. H-64641 to 85640—Continued.			
Custom Interior:			
Coupe—3—720	$1,045	$1,190	$1,335
Coupe Sedan, 2 dr.—5—700	1,070	1,215	1,365
Sedan, 4 dr.—5—730	1,090	1,240	1,390
Town Limousine Sedan—5—737	1,225	1,395	1,565
1938—V12—Series 86H; Serial Nos. H-45530 to 64640:			
Coupe—3—720	715	865	1,000
Conv. Coupe—3—760B	940	1,135	1,310
Coupe Sedan, 2 dr.—6—700	750	905	1,045
Sedan, 4 dr.—6—730	760	915	1,060
Conv. Sedan—5—740	990	1,195	1,380
Town Limousine—5—737	855	1,035	1,195
1937—V12—Series HB; Serial Nos. H-15550 to 45529:			
Coupe—3—720	535	655	775
Coupe Sedan, 2 dr.—6—700	575	705	835
Sedan, 4 dr.—6—730	585	715	845
*Town Limousine—6—737	665	810	960

(16) Mercury

1942—V8—Series 29A—95 h.p.—Serial Nos. 99A-466701 and up:			
Coupe—3	$1,110	$1,145	$1,185
Sedan Coupe—6	1,170	1,210	1,250
Conv. Club Coupe—5	1,345	1,380	1,420
Tudor Sedan—6	1,145	1,185	1,220
Town Sedan, 4 dr.—6	1,185	1,220	1,260
Station Wagon—8	1,390	1,430	1,470
1941—V8—Series 19A—95 h.p., Serial Nos. 99A-257101 and up:			
Coupe 5W—2	965	1,020	1,075
Coupe A/S 2—4	1,005	1,060	1,115
Sedan Coupe—6	1,040	1,095	1,150
Conv. Club Coupe 2—4	1,170	1,235	1,295
Tudor Sedan—6	1,005	1,060	1,115
Town Sedan, 4 dr.—6	1,050	1,105	1,165
Station Wagon	1,210	1,280	1,345
1940—V8—95 h.p., Serial Nos. 99A-101701 and up:			
Club Conv. Coupe—5	935	1,040	1,135
Sedan, 2 dr.—6	820	915	995
Coupe Sedan, 2 dr.—6	855	950	1,040
Town Sedan, 4 dr.—6	855	950	1,040
Conv. Sedan—6	1,050	1,170	1,275
1939—V8—95 h.p., Serial Nos. 99A-1 to 101700:			
Club Conv. Coupe—5	715	815	915
Sedan, 2 dr.—5	645	730	820
Coupe Sedan, 2 dr.—5	670	765	860
Town Sedan—5	670	765	860

(17) Nash

1942—6—Series 4240—Ambassador "600", Serial Nos. K-56001 to 77660:			
Business Coupe—3—4242	$940	$975	$1,015
Brougham, 2 dr.—6—4243	980	1,020	1,060
S/S Sedan, 2 dr.—6—4249	970	1,010	1,045
S/S Sedan, 4 dr.—6—4248	990	1,030	1,070
Tour. Sedan, 4 dr.—6—4240	1,020	1,055	1,095
1942—6—Series 4260—Ambassador Six, Serial Nos. R-384001 to 393090:			
Business Coupe—3—4262	1,100	1,135	1,175
Brougham, 2 dr.—6—4263	1,140	1,180	1,220
S/S Sedan, 2 dr.—6—4269	1,130	1,170	1,210
S/S Sedan, 4 dr.—6—4268	1,150	1,190	1,230
Tour Sedan, 4 dr.—6—4260	1,180	1,215	1,255
1942—8—Series 4280—Ambassador Eight, Serial Nos. B114001 to 115000:			
*Business Coupe—3—4282	1,150	1,190	1,230
Brougham, 2 dr.—6—4283	1,195	1,230	1,270
S/S Sedan, 4 dr.—6—4288	1,205	1,245	1,280
Tour Sedan, 4 dr.—6—4280	1,230	1,270	1,310
1941—6—Series 4140—Ambassador "600". Serial Nos. K—5001 to 55100:			
Special:			
Business Coupe—3—4145	760	800	845
F/B Sedan, 2 dr.—6—4146	775	815	855
F/B Sedan, 4 dr.—6—4147	810	855	900
Deluxe:			
Business Coupe—3—4142	815	860	905
Brougham, 2 dr.—6—4143	845	890	935
F/B Sedan, 2 dr.—6—4149	810	850	895
F/B Sedan, 4 dr.—6—4148	845	890	935
Tour Sedan, 4 dr.—6—4140	900	945	995
1941—6—Series 4160—Ambassador Six Serial Nos. R-353001 to 383400:			
Business Coupe—3—4162	955	1,010	1,060
Special Business Coupe—3—4165	880	930	980

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(17) Nash

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1941—6—Series 4160—Continued.			
All Purpose Cabriolet—5—4161	$1,145	$1,205	$1,270
Brougham, 2 dr.—6—4163	1,010	1,065	1,120
Special F/B Sedan, 2 dr.—6—4169	930	980	1,030
Special F/B Sedan, 4 dr.—6—4167	965	1,015	1,070
Deluxe F/B Sedan, 4 dr.—6—4168	1,020	1,075	1,130
Tour. Sedan, 4 dr.—6—4160	1,070	1,130	1,190
1941—8—Series 4180—Ambassador Eight Serial Nos. B-110001 to 113500:			
Cabriolet—5—4181	1,265	1,335	1,405
Deluxe Brougham, 2 dr.—6—4183	1,120	1,180	1,240
Special F/B Sedan, 4 dr.—6—4187	1,085	1,145	1,205
Deluxe F/B Sedan, 4 dr.—6—4188	1,140	1,205	1,265
Tour. Sedan, 4 dr.—6—4180	1,195	1,260	1,325
1940-6-Series 4010—Deluxe Lafayette Serial Nos. H 57000 to 103362; Motor Nos. HE 56500 to 102862:			
Business Coupe—3—4014	695	770	840
All Purpose Coupe—5—4012	740	825	900
All Purpose Cabriolet—5—4011	850	945	1,030
F/B Sedan, 2 dr.—6—4013	735	820	895
F/B Sedan, 4 dr.—6—4018	765	850	925
Sedan, 4 dr.—6—4016	765	850	925
1940—6—Series 4020—Nash Ambassador Six; Serial Nos. R 340000 to 352517; Motor Nos. E 339500 to 352017:			
Business Coupe—3—4025	805	895	980
All Purpose Coupe—5—4022	835	930	1,015
All Purpose Cabriolet—5—4021	945	1,050	1,150
F/S Sedan, 2 dr.—6—4023	830	925	1,010
F/S Sedan, 4 dr.—6—4028	860	955	1,040
Sedan Tk, 4 dr.—6—4020	860	955	1,040
1940—8—Series 4080—Nash Ambassador Eight; Serial Nos. s106300 to 109549; Motor Nos. s105800 to 109049:			
Business Coupe—3—4085	990	1,100	1,200
All Purpose Coupe—5—4082	1,020	1,135	1,240
All Purpose Cabriolet—5—4081	1,130	1,255	1,370
F/S Sedan, 2 dr.—6—4083	1,015	1,130	1,230
F/S Sedan, 4 dr.—6—4088	1,040	1,160	1,265
Sedan, Tk., 4 dr.—6—4080	1,040	1,160	1,265
1939—6—Series 3910—Nash Lafayette; Serial Nos. H 19450 to 56761; Motor Nos. HE 18950 to 56261; Special:			
Business Coupe—3—3915	545	620	695
Comp. Sedan, 2 dr.—6—3916	570	650	730
Comp. Sedan, 4 dr.—6—3917	595	675	760
Sedan Tk, 4 dr.—5—3919	595	675	760
Deluxe:			
Business Coupe—3—3914	585	665	745
All Purpose Coupe—5—3912	610	690	775
All Purpose Cabriolet—5—3911	670	765	860
Comp. Sedan, 2 dr.—6—3913	605	690	770
Comp. Sedan, 4 dr.—6—3918	625	710	800
Sedan Tk, 4 dr.—6—3910	625	710	800
1939—6—Series 3920—Nash Ambassador Six; Serial Nos. R 331400 to 339899; Motor Nos. E 82800 to 339399:			
Business Coupe—3—3925	655	745	835
All Purpose Coupe—5—3922	680	775	865
All Purpose Cabriolet—5—3921	740	845	950
Comp. Sedan, 2 dr.—6—3923	675	770	860
Comp. Sedan, 4 dr.—6—3928	695	795	890
Sedan Tk, 4 dr.—6—3920	695	795	890
1939—8—Series 3980—Nash Ambassador Eight; Serial Nos. B 89000 to 106051; Motor Nos. B 101700 to 105551:			
Business Coupe—3—3985	830	945	1,060
All Purpose Coupe—5—3982	855	975	1,090
All Purpose Cabriolet—5—3981	915	1,040	1,170
Comp. Sedan, 2 dr.—6—3983	850	970	1,090
Comp. Sedan, 4 dr.—6—3988	875	995	1,115
Sedan Tk, 4 dr.—6—3980	875	995	1,115
1938—6—Series 3810—Nash Lafayette; Serial Nos. L 106281 to 128924, N 10501 to 19413; Motor Nos. LE 105781 to 128424, HE 10001 to 18913:			
Master:			
Business Coupe—3—3815	440	530	610
Victoria, 2 dr.—6—3816	460	555	640
Sedan Tk, 4 dr.—6—3817	485	585	675
Deluxe:			
Business Coupe—2—3814	470	565	650
All Purpose Coupe—3812	490	590	685
Cabriolet—3—3811	535	645	745
Victoria—6—3813	485	590	680
Sedan Tk, 4 dr.—6—3818	515	620	715
1938—6—Series 3820-Nash Ambassador Six; Serial Nos. R324311 to 331350; Motor Nos. E75711 to 82750:			
Business Coupe-3-3825	555	665	770
All Purpose Coupe-3822	580	700	805
Cabriolet-3-5-3821	620	750	865
Victoria-6-3823	570	690	795

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Model, serial no., body type and passenger capacity	Base price in region A	B	C
1938—6—Series 3820—Continued.			
Sedan Tk, 4 dr.-6-3828	$600	$720	$835
1938—8—Series 3880-Nash Ambassador Eight; Serial Nos. B86031 to 88975; Motor Nos. B98731 to 101675:			
Business Coupe-3-3885	640	770	890
All Purpose Coupe-3882	665	800	925
Cabriolet-3-5-3881	705	855	985
Victoria-6-3883	655	790	915
Sedan Tk, 4 dr.-6-3888	685	825	955
1937—6—Series 3710—Nash Lafayette "400"; Serial Nos. L50781 to 106280, H1001 to 10500; Motor Nos. LE50281 to 105780, HE501 to 10000:			
Business Coupe—3-3712	295	360	425
Coupe—3-5-3712R	320	390	465
All Purpose Coupe—3712A	325	400	470
Cabriolet—3-5-3711	365	445	525
Victoria Sedan, 2 dr.—3713	325	395	465
Sedan Tk, 4 dr.—6—3718	345	420	500
1937—6—Series 3720—Nash Ambassador Six; Serial Nos. R-309311 to 324310; Motor Nos. E-60711 to 75710:			
Business Coupe—3—3722	370	455	540
Coupe—3—5-3722R	390	480	565
All Purpose Coupe—3722A	400	490	575
Cabriolet—3-5-3721	425	520	615
Victoria Sedan, 2 dr.—6—3723	390	480	565
Sedan Tk—6—3728	415	510	600
1937—8—Series 3780—Nash Ambassador Eight; Serial Nos. B-80031 to 86030; Motor Nos. B—92731 to 98730:			
Business Coupe—3—3782	420	575	610
Coupe—3—5—3782R	440	540	635
All Purpose Coupe—3782A	450	550	650
Cabriolet—3—5—3781	470	580	685
Victoria Sedan, 2 Dr.—6—3786	440	540	635
Sedan Tk—6—3788	465	570	675

(18) Oldsmobile

1942—6—Series 66; Serial Nos. 66-86001 to 111810; 66L12001 and up. 66C9001 and up; Motor Nos. O-424001 to 472869:			
Business Coupe—3	$1,025	$1,060	$1,100
Club Coupe—3-6	1,070	1,105	1,145
Conv. Coupe—3-6	1,315	1,355	1,390
Club Sedan—6	1,085	1,120	1,160
Sedan, 2 dr.—6	1,070	1,110	1,150
Sedan, 4 dr.—6	1,120	1,160	1,200
Town Sedan—6	1,120	1,160	1,200
Station Wagon—3-8	1,415	1,455	1,495
1942—6—Series 76; Serial Nos. 76-75001 to 91101, 76L11001 and up, 76C7001 and up; Motor Nos. G424001 to 472869:			
Club Sedan—6	1,125	1,165	1,205
Sedan, 4 dr.—6	1,185	1,225	1,265
"Seventy"—76-d:			
Club Sedan—6	1,220	1,255	1,295
Sedan, 4 dr.—6	1,275	1,315	1,355
1942—8—Series 68; Serial Nos. 68-9001 to 12599, 68L3001 and up, 68C3001 and up; Motor Nos. L450001 to 468773:			
Business Coupe—3	1,070	1,105	1,145
Club Coupe—3-6	1,110	1,150	1,190
Conv. Coupe—3-6	1,355	1,395	1,435
Club Sedan—6	1,125	1,165	1,205
Sedan, 2 dr.—6	1,115	1,155	1,195
Sedan, 4 dr.—6	1,165	1,200	1,240
Town Sedan—6	1,165	1,200	1,240
Station Wagon—3-8	1,460	1,495	1,535
1942—8—Series 78; Serial Nos. 78-26001 to 32881, 78L4001 and up, 78C4001 and up; Motor Nos. L450001 to 468773:			
Club Sedan—6	1,170	1,210	1,250
Sedan, 4 dr.—6	1,230	1,265	1,305
"Seventy"—78-D:			
Club Sedan—6	1,260	1,300	1,335
Sedan, 4 dr.—6	1,320	1,360	1,395
1942—8—Series 98; Serial Nos. 98-25001 to 31097, 98L6001 and up, 98C4001 and up; Motor Nos. L450001 to 468773:			
Conv. Coupe—3-6	1,600	1,640	1,675
Club Sedan—3-6	1,350	1,390	1,430
Sedan, 4 dr.—6	1,410	1,450	1,490
1941—6—Series 66—Special; Serial Nos. 66-1001 to 85192, 66L1001 to 72537, 66C1001 to 85216; Motor Nos. 0225001 to 410506:			
Business Coupe—3	880	930	975

(18) OLDSMOBILE

Model, serial no., body type, and passenger capacity	Base price in region		
	A	B	C
1941—6—Series 66—Continued.			
Club Coupe—3-6	$925	$975	$1,025
Conv. Coupe—3-6	*1,085	1,145	1,205
Sedan, 2 dr.—6	930	980	1,030
Sedan, 4 dr.—6	980	1,030	1,085
Town Sedan—6	980	1,030	1,085
Station Wagon	1,145	1,210	1,275
1941—6—Series 76—Dynamic; Serial Nos. 76-1001 to 47617, 76L1001 to 10426, 76C1001 to 6843; Motor Nos. G225001 to 353779:			
Business Coupe—3	935	985	1,035
Club Sedan—6	985	1,035	1,090
Sedan, 4 dr.—6	1,045	1,100	1,160
Deluxe—760:			
Business Coupe—3	1,020	1,075	1,135
Sedan Club—5	1,070	1,130	1,190
Sedan, 4 dr.—6	1,130	1,190	1,255
1941—6—Series 96—Custom; Serial Nos. 96-1001 to 6730, 96L1001 to 1101, 96C1001 to 1930; Motor Nos. G225001 to 422099:			
Club Coupe—3-6	1,075	1,135	1,195
Conv. Coupe—3-6	1,235	1,300	1,370
Sedan, 4 dr.—6	1,135	1,200	1,260
1941—8—Series 68—Special; Serial Nos. 68-1001 to 8817, 68 L1001 to 8622, 68C1001 to 8827; Motor Nos. L379001 to 448676:			
Business Coupe—3	925	975	1,025
Club Coupe—3-6	965	1,020	1,075
Conv. Coupe—3-6	1,130	1,190	1,255
Sedan, 2 dr.—6	970	1,025	1,080
Sedan, 4 dr.—6	1,020	1,075	1,135
Town Sedan—6	1,020	1,075	1,135
Station Wagon	1,190	1,255	1,320
1941—8—Series 78—Dynamic; Serial Nos. 78-1001 to 25163, 78L1001 to 3524, 78C1001 to 3055; Motor Nos. L379001 to 447803:			
Dynamic:			
Business Coupe—3	970	1,025	*1,080
Club Sedan—6	1,020	1,075	1,135
Sedan, 4 dr.—6	1,080	1,140	1,180
Deluxe—780:			
Business Coupe—3	1,060	1,120	1,175
Club Sedan, 2 dr.—5	1,110	1,170	1,230
Town Sedan, 4 dr.—5	1,170	1,235	1,295
1941—8—Series 98—Custom; Serial Nos. 98-1001 to 24679, 98L1001 to 13195, 98C1001 to 3352; Motor Nos. L379001 to 449095:			
Club Coupe—3-6	1,115	1,175	1,235
Conv. Coupe—3-6	1,270	1,340	1,410
Conv. Phaeton—6	1,640	1,735	1,825
Sedan, 4 dr.—6	1,175	1,240	1,305
1940—6—Series 60-F40; Serial Nos. F703001 to 758579, LF556001 to 563474, CF515001 to 519651; Motor Nos. G79001 to 224652:			
Business Coupe—2	685	760	830
Club Coupe—2	720	800	870
Conv. Coupe—2	850	945	1,030
Tour. Sedan, 2 dr.—5	725	805	875
Tour. Sedan, 4 dr.—5	765	850	925
Station Wagon	890	985	1,075
Conv. Coupe—P. Top	870	965	1,055
1940—6—Series 70-G40; Serial Nos. G355001 to 417940, LG108001 to 117596, GG16001 to 21070; Motor Nos. G79001 to 224652:			
Business Coupe—2	730	815	890
Club Coupe—2	765	850	925
Conv. Coupe—2	890	985	1,075
Tour. Sedan, 2 dr.—5	770	860	935
Tour. Sedan, 4 dr.—5	815	910	990
1940—8—Series 90—L40; Serial Nos. L242001 to 281191, LL202001 to 205267, CL 190501 to 192700; Motor Nos. L334001 to 378661; Custom Cruiser:			
Conv. Phaeton—5	1,340	1,490	1,625
Club Coupe—2	905	1,005	1,100
Conv. Coupe—2	1,040	1,155	1,260
Tour. Sedan, 4 dr.—5	960	1,065	1,165
1939—6—Series 60—F39; Serial Nos. F663001 to 702588; CF511001 to 514115; LF551301 to 555685; Motor Nos. F905001 to 952730:			
Business Coupe—2	530	605	680
Club Coupe—2-4	570	650	730
Sedan, 2 dr.—5	575	655	735
Sedan, 4 dr.—5	610	695	780
1939—6—Series 70—G39; Serial Nos. G300001 to 354552, CG10001 to 15325, LG10001 to 107782; Motor Nos. G10001 to 78468:			
Business Coupe—2	575	655	735
Club Coupe—2-4	610	695	780
Conv. Coupe—2-4	720	820	915
Sedan, 2 dr.—5	620	705	790
Sedan, 4 dr.—5	655	745	835

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Model, serial no., body type, and passenger capacity	Base price in region		
	A	B	C
1939—8—Series 80—L39; Serial Nos. L228201 to 241850, CL189001 to 190358, LL199001 to 201119; Motor Nos. L316001 to 333127:			
Business Coupe—2	$630	$715	$800
Club Coupe—2-4	665	755	850
Conv. Coupe—2-4	770	875	980
Sedan, 2 dr.—5	680	775	865
Sedan, 4 dr.—5	715	815	915
1938—6—Series F38; Serial Nos. F600001 to 662212, CF504001 to 510598, LF545001 to 551236; Motor Nos. 828001 to 904002:			
Business Coupe—2	480	580	670
Club Coupe—2	510	620	715
Conv. Coupe—2	580	700	810
Sedan, 2 dr.—5	505	610	705
Tour. Sedan, 2 dr.—5	520	630	725
Sedan, 4 dr.—5	535	645	745
Tour. Sedan, 4 dr.—5	550	665	765
1938—8—Series L38; Serial Nos. L212001 to 228126, CL187001 to 188751, LL197001 to 198859; Motor Nos. 296001 to 298859:			
Business Coupe—2	545	655	760
Club Coupe—2	570	690	795
Conv. Coupe—2	645	775	895
Sedan, 2 dr.—5	570	685	790
Tour. Sedan, 2 dr.—5	580	700	810
Sedan, 4 dr.—5	595	720	830
Tour. Sedan, 4 dr.—5	610	735	855
1937—6—Series F37; Serial Nos. 353001 to 503300; Motor Nos. 670001 to 818948:			
Business Coupe—2-4	340	415	490
Club Coupe—2-4	365	445	525
Conv. Coupe—2-4	410	505	595
Sedan, 2 dr.—5	365	445	525
Tour. Sedan Tk, 2 dr.—5	375	460	545
Sedan, 4 dr.—5	390	475	565
Tour. Sedan Tk, 4 dr.—5	400	490	580
1937—8—Series L37; Serial Nos. 140001 to 186544; Motor Nos. 250001 to 295824:			
Business Coupe—2	385	475	560
Club Coupe—2-4	415	505	600
Conv. Coupe—2-4	460	565	665
Sedan, 2dr.—5	415	505	600
Tour. Sedan Tk, 2 dr.—5	425	520	615
Sedan, 4 dr.—5	440	535	635
Tour. Sedan Tk, 4 dr.—5	450	550	650

(19) PACKARD

Model, serial no., body type, and passenger capacity	Base price in region		
	A	B	C
1942—6—Series 110—Clipper; Serial Nos. E-1501 to 12906:			
Special Series 2000:			
Business Coupe—2—1588	$1,285	$1,325	$1,365
Club Sedan 2 dr.—6—1585	1,325	1,360	1,400
Tour. Sedan, 4 dr.—6—1582	1,360	1,395	1,435
Custom Series 2010:			
Club Sedan, 2 dr.—6—1505	1,400	1,430	1,470
Tour. Sedan, 4 dr.—6—1502	1,430	1,470	1,505
Series 2020:			
Conv. Coupe—5—1589	1,510	1,550	1,590
1942—8—Series 120—Clipper; Serial Nos. E300001 to 319350:			
Special Series 2001:			
Business Coupe—3—1598	1,300	1,370	1,410
Club Sedan, 2 dr.—6—1595	1,370	1,405	1,445
Tour. Sedan, 4 dr.—6—1592	1,405	1,440	1,480
Custom Series2011:			
Club Sedan, 2 dr.—6—1515	1,440	1,480	1,515
Tour. Sedan, 4 dr.—6—1512	1,475	1,515	1,555
Series 2021:			
Conv. Coupe—5—1599	1,615	1,650	1,690
1942—8—Series 160—Super Clipper; Serial Nos. E-500001 to 503371:			
Series 2003:			
Club Sedan, 2 dr.—6—1575	*1,750	*1,790	*1,825
Tour. Sedan, 4 dr.—6—1572	*1,800	*1,835	*1,875
Series 2023:			
Conv. Coupe—5—1579	*1,880	*1,920	*1,950
Series 2004:			
Tour. Sedan, 4 dr.—6—1562	*1,970	*2,010	*2,050
Series 2005:			
Tour. Sedan, 4 dr.—7—1571	*2,090	*2,130	*2,165
Tour. Limousine—7—1570	*2,195	*2,230	*2,270
Series 2055:			
Business Sedan, 4 dr.—7—1591	*1,965	*2,005	*2,045
Business Limousine—7—1590	*2,070	*2,110	*2,145
1942—8—Series 180—Custom Super; Serial Nos. CE500001 to 503371:			
Series 2006:			
Tour. Sedan, 4 dr.—6—1525	*2,145	*2,180	*2,220
Tour. Sedan, 4 dr.—6—1522	*2,225	*2,265	*2,300
Special Series 2006:			
Victoria Conv. Darrin—5—1529	*4,175	*4,210	*4,250
Series 2007:			
Tour. Sedan, 4 dr.—6—1542	*2,430	*2,470	*2,505

(19) PACKARD

Model, serial no., body type, and passenger capacity	Base price in region		
	A	B	C
1942—8—Series 2007—Continued.			
Formal Sedan—6—1532	*$2,910	*$2,945	*$2,985
Cabriolet A/W Rollson—7—894	*4,405	*4,440	*4,480
Series 2008:			
Tour. Sedan, 4 dr.—7—1551	*2,500	*2,535	*2,575
Tour. Limousine—7—1550	*2,600	*2,640	*2,680
Tour. Sedan LeBaron—7—1521	*4,955	*4,990	*5,030
Tour. Limousine LaBaron—7—1520	*5,160	*5,195	*5,235
Town Car A/W Rollson—7—895	*4,485	*4,525	*4,565
1941—6—Series 110 Series 1900; Special: Serial Nos. 01501 to 99999;			
Business Coupe—2—1488	945	995	1,045
Club Coupe—2—4—1485	1,040	1,100	1,155
Conv. Coupe—2—4—1489	1,230	1,295	1,365
Tour. Sedan, 2 Dr.—5—1484	1,070	1,125	1,185
Tour. Sedan, 4 Dr.—5—1482	1,100	1,160	1,225
Station Wagon—8—1483	1,290	1,360	1,430
Deluxe:			
Club Coupe—2—4—1485DE	1,080	1,140	1,200
Conv. Coupe—2—4—1489DE	1,265	1,335	1,405
Tour. Sedan, 2 Dr.—5—1484DE	1,130	1,195	1,255
Tour. Sedan, 4 Dr.—5—1482DE	1,165	1,230	1,295
Station Wagon—8—1463	1,350	1,425	1,500
1941—8—Series 120; Serial Nos. D300001 to 399999:			
Series 1901:			
Business Coupe—2—1498	1,150	1,215	1,275
Club Coupe—2—1495	1,250	1,320	1,385
Conv. Coupe—4—1499	1,430	1,510	1,590
Tour. Sedan, 2 Dr.—5—1494	1,275	1,345	1,415
Tour. Sedan, 4 Dr.—5—1492	1,310	1,380	1,455
Conv. Sedan—5—1497	1,800	1,900	2,000
Station Wagon—8—1493	1,495	1,575	1,660
Deluxe Station Wagon—8—1473	1,560	1,645	1,730
1941—8—Series 1951—Clipper; Serial Nos. O400001 to 499999:			
Tour. Sedan, 4 Dr.—5—1401	1,430	1,510	1,585
1941—8—Series 160—Super Eight; Serial Nos. D500001 to 599999;			
Series 1903:			
Business Coupe—2—1478	1,655	1,745	1,835
Club Coupe—2—4—1475	1,775	1,875	1,970
Conv. Coupe—2—3—1479	1,970	2,080	2,185
Tour. Sedan, 4 Dr.—5—1472	1,820	1,920	2,020
Conv. Sedan—5—1477	2,275	2,400	2,525
Deluxe:			
Conv. Coupe—2—4—1479DE	2,155	2,275	2,395
Conv. Sedan—5—1477DE	2,515	2,655	2,790
Series 1904:			
Tour. Sedan, 4 Dr.—5—1462	2,095	2,210	2,325
Series 1905:			
Tour. Sedan—7—1471	2,255	2,380	2,505
Tour. Limousine—7—1470	2,390	2,525	2,655
1941—8—series 180—custom super; serial Nos. CD500001 to 599999:			
Series 1906:			
Victoria Conv. Darrin—5—1429	4,800	5,065	5,325
Series 1907:			
Tour. Sedan, 4 dr.—5—1442	2,710	2,860	3,010
Formal sedan 5—1432	3,200	3,375	3,550
Sport Brougham, 4 dr.—5—1452	3,680	3,885	4,085
Cabriolet A/W Rollson—7—794	4,905	5,175	5,445
Sport Sedan Darrin—5—1422	5,010	5,285	5,565
Series 1908:			
Tour. Sedan—7—1451	2,855	3,015	3,170
Tour. Limousine—7—1450	3,010	3,175	3,340
Town A/H Rollson—7—795	5,040	5,315	5,590
Tour. Sedan LeBaron—7—1421	5,595	5,905	6,215
Tour. Limousine LeBaron—7—1420	5,865	6,185	6,510
1940—6—Series—110; Serial Nos. C1501 to 99999; Series 1800:			
Business Coupe—2—1388	740	820	895
Club Coupe—2—4—1385	790	875	955
Conv. Coupe—2—4—1389	930	1,035	1,130
Tour. Sedan, 2 dr.—5—1384	805	895	975
Tour. Sedan, 4 dr.—5—1382	835	925	1,010
Station Wagon—8—1383	1,025	1,140	1,245
1940—8—Series 120; Serial Nos. C300001 to 399999; Series 1801:			
Business Coupe—2—1398	880	980	1,065
Club Coupe—2—4—1395	930	1,035	1,125
Conv. Coupe—2—4—1399	1,070	1,190	1,300
Tour. Sedan, 2 dr.—5—1394	945	1,050	1,150
Tour. Sedan, 4 dr.—5—1392	975	1,080	1,180
Club Sedan—5—1396	1,035	1,150	1,255
Conv. Sedan—5—1397	1,325	1,475	1,610
Station Wagon—8—1393	1,190	1,325	1,445
Victoria Conv. Darrin—5—700	3,285	3,650	3,985
Deluxe:			
Club Coupe—2—4—1395D	975	1,080	1,180
Conv. Coupe—2—4—1399D	1,105	1,230	1,340
Tour. Sedan, 4 dr.—5—1392D	1,040	1,160	1,265
Club Sedan—5—1396D	1,100	1,225	1,335
1940—8—Series 160—Super Eight; Serial Nos: C500001 to 599999;			
Series 1803:			
Business Coupe, 2 dr.—2—1378	1,295	1,440	1,570
Club Coupe, 2 dr.—4—1375	1,355	1,510	1,645
Conv. Coupe—2—4—1379	1,510	1,680	1,835
Tour. Sedan, 4 dr.—5—1372	1,390	1,545	1,685
Club Sedan—5—1376	1,460	1,625	1,775

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Model, serial no., body type, and passenger capacity	Base price in region		
	A	B	C
1940—8—Series 160—Continued.			
Conv. Sedan—5—1377	$1,750	$1,950	$2,125
Series 1804:			
Tour. Sedan, 4 dr.—5—1362	1,615	1,800	1,960
Series 1805:			
Tour. Sedan—7—1371	1,730	1,925	2,100
Tour. Limousine—7—1370	1,845	2,050	2,235
1940—8—Series 180—Custom Super; Serial Nos. CC500001 to 599999; Series 1806:			
Club Sedan, 4 dr.—5—1356	1,910	2,125	2,315
Victoria Conv. Darrin—5—700	3,945	4,390	4,785
Series 1807:			
Tour. Sedan, 4 dr.—5—1342	2,055	2,285	2,455
Formal Sedan—5—1332	2,430	2,705	2,950
Cabriolet a/w Rollson—7—694	3,840	4,275	4,660
Conv. Sedan Darrin—5—710	5,450	6,065	6,615
Darrin Spt. Sedan—40—720	5,280	5,870	6,405
Series 1808:			
Tour. Sedan—7—1351	2,170	2,415	2,630
Tour. Limousine—7—1350	2,280	2,535	2,770
Town Car A/W Rollson—7—695	3,950	4,395	4,795
1939—6—Series; Motor Nos. B1501 to 99999; Series 1700:			
Business Coupe—2—1288	605	690	775
Club Coupe—2—4—1285	645	735	825
Conv. Coupe—2—4—1289	750	855	960
Tour. Sedan, 2 dr.—5—1284	660	750	845
Tour. Sedan, 4 dr.—5—1282	680	775	870
Station Wagon	970	1,105	1,240
1939—8—Series; Motor Nos. B 300001 to 399999; Series 1701:			
Business Coupe—2—1298	745	850	955
Club Coupe—2—4—1295	780	890	995
Conv. Coupe—2—4—1299	880	1,000	1,125
Tour. Sedan, 2 dr.—5—1294	795	900	1,015
Tour. Sedan, 4 dr.—5—1292	815	930	1,040
Conv. Sedan—5—1297	1,100	1,255	1,405
Station Wagon	1,125	1,280	1,435
Series 1702:			
Tour. Sedan—7—1291	1,170	1,335	1,495
Tour. Limousine—7—1290	1,280	1,460	1,635
9139—8—Series—Super Eight; Motor Nos. B500001 to 599999; Series 1703:			
Club Coupe—2—4—1275	1,120	1,275	1,435
Conv. Coupe—2—4—1279	1,280	1,460	1,635
Tour. Sedan, 4 dr.—5—1272	1,180	1,345	1,505
Conv. Sedan—5—1277	1,460	1,665	1,865
Series 1705:			
Tour. Sedan—7—1271	1,480	[illegible]	1,890
Tour. Limousine—7—1270	1,575	1,795	2,010
1939—12—Series; Motor Nos. B600001 to 620999; Series 1707:			
Coupe—2—4—1238	2,750	3,135	3,515
Coupe—5—1237	2,875	3,275	3,675
Conv. Coupe—2—4—1239	2,920	3,325	3,730
Tour. Sedan, 4 dr.—5—1233	2,855	3,250	3,645
Club Sedan—5—1236	2,925	3,330	3,735
Formal Sedan—5—1232	3,355	3,825	4,290
Victoria—5—1227	3,525	4,010	4,500
Cabriolet A/W Rollston—7—594	4,705	5,360	6,015
Series 1708:			
Tour. Sedan—7—1234	3,085	3,515	3,945
Conv. Sedan—5—1253	3,640	4,145	4,650
Tour. Limousine—7—1235	3,230	3,680	4,130
Town Car A/W Packard Rollston—7—595	4,815	5,485	6,150
Tour. Cabriolet Brunn—5—4086	5,860	6,675	7,485
Cabriolet A/W Brunn—6—4087	5,860	6,675	7,485
1938—6—Series; Motor Nos. A1501 to 99999; Series 1600:			
Business Coupe—2—1188	540	650	750
Club Coupe—2—4—1185	565	680	790
Conv. Coupe—2—4—1189	630	760	875
Tour. Sedan, 2 dr.—5—1184	575	695	805
Tour. Sedan, 4 dr.—5—1182	595	715	830
1938—8—Series; Motor Nos. A300001 to 399999			
Series 1601:			
Business Coupe—2—1198	675	815	940
Club Coupe—2—4—1195	700	845	980
Conv. Coupe—2—4—1199	755	910	1,050
Tour. Sedan, 2 dr.—5—1194	715	860	995
Tour. Sedan, 4 dr.—5—1192	730	880	1,020
Conv. Sedan—5—1197	915	1,105	1,280
Series 1601 D:			
Tour. Sedan, 4 dr.—5—1172	850	1,030	1,190
Series 1602:			
Tour. Sedan—7—1191	1,090	1,315	1,520
Tour. Limousine—7—1190	1,175	1,420	1,640
1938—8—Series—Super Eight; Motor Nos. A 500001 to 599999:			
Series 1603:			
Tour. Sedan, 4 dr.—5—1103	1,530	1,845	2,135
Series 1604:			
Coupe—2—4—1118	1,610	1,940	2,245
Coupe—5—1117	1,630	1,970	2,280
Conv. Coupe—2—4—1119	1,770	2,135	2,475
Club Sedan—5—1116	1,645	1,985	2,295
Tour. Sedan, 4 dr.—5—1113	1,645	1,985	2,300
Formal Sedan—5—1112	2,050	2,475	2,865
Victoria—5—1107	2,030	2,450	2,835

(19) PACKARD

Model, serial no., body type, and passenger capacity	Base price in region		
	A	B	C
1938—8—Series 1605:			
Tour. Sedan—7—1114	$1,745	$2,105	$2,435
Conv. Sedan—5—1143	2,200	2,655	3,070
Tour. Limousine—7—1115	1,825	2,200	2,545
1938—12—Series: Motor Nos. A600001 to 620999:			
Series 1607:			
Coupe, 2 dr.—4—1138	2,220	2,675	3,095
Coupe, 5—1137	2,315	2,795	3,235
Conv. Coupe—2—4—1139	2,350	2,835	3,285
Tour. Sedan, 4 dr.—5—1133	2,300	2,775	3,210
Club Sedan—5—1136	2,355	2,845	3,290
Formal Sedan—5—1132	2,705	3,265	3,775
Victoria—5—1127	2,840	3,425	3,965
Series 1608:			
Tour. Sedan—7—1134	2,485	3,000	3,475
Conv. Sedan—5—1153	2,930	3,535	4,095
Tour. Limousine—7—1135	2,605	3,140	3,635
1937—6—Series; Motor Nos. T 1500 to 99999:			
Series 115C:			
Business Coupe—2—1068	390	480	565
Conv. Coupe, 2 dr.—4—1069	450	550	650
Sport Coupe, 2 dr.—4—1085	415	505	600
Tour. Coupe—5—1084	425	520	615
Sedan—5—1083	440	540	635
Club Sedan—5—1086	445	540	640
Tour. Sedan—5—1082	450	550	650
Station Wagon	585	715	845
1937—8—Series; Motor Nos. X-100000 to 199999:			
Series 120C:			
Business Coupe—2—1098	465	570	675
Conv. Coupe—2—4—1099	520	640	755
Sport Coupe—2—4—1095	485	595	705
Tour. Coupe—5—1094	495	610	720
Sedan—5—1093	515	630	745
Club Sedan—5—1096	515	630	750
Tour. Sedan—5—1092	520	640	755
Conv. Sedan—5—1097	665	815	965
Station Wagon	655	805	950
Series 120CD—Deluxe:			
Tour. Coupe—5—1094CD	625	765	905
Club Sedan—5—1096CD	620	760	895
Tour. Sedan—5—1092CD	625	765	905
Series 138CD—Deluxe:			
Tour. Limousine—7—CD1090	905	1,105	1,310
Tour. Sedan—7—CD1091	830	1,015	1,200
1937—8—Series—Super Eight; Motor Nos. 395500 to 449999:			
Series 1500:			
Tour. Sedan—5—1003	1,145	1,405	1,660
Series 1501:			
Coupe Roadster, 2 Dr.—4—1019	1,315	1,610	1,905
Coupe—2—4—1018	1,130	1,455	1,720
Coupe—5—1017	1,230	1,510	1,785
Club Sedan—5—1016	1,240	1,520	1,800
Tour. Sedan—5—1013	1,245	1,525	1,800
Formal Sedan—5—1012	1,585	1,945	2,300
Victoria—5—1007	1,545	1,890	2,240
Cabriolet A/W LeBaron—5—7—L394	2,380	2,910	3,445
Series 1502:			
Conv. Sedan—5—1063	1,645	2,010	2,380
Tour. Sedan—5—7—1014	1,325	1,625	1,925
Business Sedan—5—8—1014	1,265	1,550	1,835
Tour. Limousine—5—7—1015	1,395	1,705	2,020
Business Limousine—5—8—1015	1,330	1,630	1,930
Town Car—7—L395	2,445	2,995	3,545
1937—12—Series; Motor Nos. 905500 to 919999:			
Series 1506:			
Tour. Sedan—5—1023	1,710	2,095	2,480
Series 1507:			
Coupe Roadster—2—4—1039	1,695	2,070	2,450
Coupe—2—4—1038	1,680	2,055	2,430
Coupe—5—1037	1,760	2,155	2,550
Club Sedan—5—1036	1,795	2,200	2,600
Tour. Sedan—5—1033	1,745	2,140	2,530
Formal Sedan—5—1032	2,090	2,560	3,025
Conv. Victoria—5—1027	2,200	2,695	3,190
Cabriolet A/W LeBaron—5—7—L394.	2,795	3,420	4,050
Series 1508:			
Conv. Sedan—5—1073	2,280	2,790	3,305
Tour. Sedan—5—7—1034	1,905	2,335	2,760
Tour. Limousine—5—7—1035	2,005	2,455	2,900
Town Car A/W LeBaron—5—7—L395	2,895	3,540	4,190

(20) PLYMOUTH

Model, serial no., body type, and passenger capacity	Base price in region		
	A	B	C
1942—6—Series P14—Deluxe; Serial Nos. 15135501 to 15153935, 3134501 to 3136266, 22037001 to 22041356; Motor Nos. P14-1001 to 149158:			
Coupe—3	$910	$950	$985
Club Coupe—6	990	1,025	1,065
Sedan, 2 dr.—6	950	990	1,025
Sedan, 4 dr.—6	990	1,030	1,070
Utility Sedan, 2 dr.—2	940	980	1,020

(20) PLYMOUTH

Model, serial no., body type, and passenger capacity	Base price in region		
	A	B	C
1942—6—Series P14—Special Deluxe; Serial Nos. 11399501 to 11494048, 3297001 to 3306756, 20148001 to 20164436; Motor Nos. P14-1001 to P14-149158:			
Coupe—3	$955	$990	$1,030
Club Coupe—6	1,035	1,070	1,110
Conv. Coupe—6	1,195	1,235	1,270
Sedan, 2 dr.—6	1,000	1,035	1,075
Sedan, 4 dr.—6	1,030	1,080	1,120
Town Sedan—6	1,090	1,125	1,165
Station Wagon—8	1,265	1,305	1,345
1941—6—Series P11; Serial Nos. 15000101 to 15135031, 3121501 to 3133963, 22001001 to 22036668; Motor Nos. P11-1001 to 535086:			
Roadking:			
Coupe—2	710	750	790
Sedan, 2 dr.—5	765	810	850
Sedan, 4 dr.—5	810	855	900
Utility Sedan, 2 dr.—2	765	810	850
Deluxe:			
Coupe—2	775	815	860
Sedan, 2 dr.—5	825	875	920
Sedan, 4 dr.—5	870	920	965
1941—6—Series P12; Serial Nos. 11123001 to 11399251, 3269301 to 3296573, 20105001 to 20147922; Motor Nos. P12-1001 to 535086:			
Special deluxe:			
Coupe—2	805	850	895
Coupe—2—4	855	900	950
Conv. Coupe—2—4	1,030	1,085	1,145
Sedan, 2 dr.—5	860	905	955
Sedan, 4 dr.—5	890	940	990
Station Wagon—8	1,055	1,115	1,170
Sedan—7	1,110	1,170	1,230
Limousine Sedan—7	1,190	1,255	1,320
1940—6—Series P9—Roadking; Serial Nos. 1378001 to 1454305, 3114801 to 3121386, 9062201 to 9081376; Motor Nos. P9-1001 to 415462:			
Coupe—2	550	610	665
Tour. Sedan, 2 dr.—5	595	660	720
Tour. Sedan, 4 dr.—5	630	700	760
Utility Sedan, 2 dr	595	660	720
1940—6—Series P10—Deluxe; Serial Nos. 10883001 to 11122539, 3242501 to 3269067, 20063001 to 20104166; Motor Nos. P10-1001 to 415462:			
Coupe—2	615	685	745
Coupe—2-4	655	725	795
Conv. Coupe—2-4	805	895	975
Tour. Sedan, 2 dr.—5	655	730	795
Tour. Sedan, 4 dr.—5	685	760	830
Station Wagon (Glass)—8	825	915	1000
Sedan-Limousine—7	915	1020	1110
Sedan—7	850	945	1035
Utility Sedan	655	730	795
1939—6—Series P7—Roadking; Serial Nos. 1298001 to 1377476, 3110001 to 3114681, 9150401 to 9164594; Motor Nos. P8-1001 to 411924:			
Coupe—2	445	505	565
Sedan, 2 dr.—5	470	535	600
Tour. Sedan Tk, 2 dr.—5	480	545	615
Sedan, 4 dr.—5	500	570	635
Tour. Sedan Tk, 4 dr.—5	510	580	650
Utility Sedan, 2 dr	470	535	600
1939—6—Series P8—Deluxe; Serial Nos. 10630001 to 10879875, 3222001 to 3242204, 20027001 to 20062200; Motor Nos. P8-1001 to 411924:			
Coupe—2	500	565	635
Coupe—2-4	520	590	660
Conv. Coupe—2-4	615	700	785
Sedan, 2 dr.—5	525	595	665
Tour. Sedan Tk, 2 dr.—5	530	605	680
Sedan, 4 dr.—5	545	620	695
Tour. Sedan Tk, 4 dr.—5	555	630	705
Suburban (Cur)—8	640	725	815
Suburban (Glass)—8	700	760	850
Conv. Sedan Tk—5	790	900	1,010
Sedan Tk—7	690	785	880
Sedan Limousine—7	750	855	960
1938—6—Series P5—Roadking; Serial Nos. 1240001 to 1296616, 3105301 to 3109408, 9097601 to 9107726; Motor Nos. P6-1001 to 286620:			
Coupe—2	360	430	500
Sedan 2 dr.—5	380	460	530
Sedan 4 dr.—5	405	490	565
Tour. Sedan Tk, 2 dr.—5	390	470	540
Tour. Sedan Tk, 4 dr.—5	415	500	575

(20) PLYMOUTH

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1938—6—Series P6—Deluxe; Serial Nos. 10470001 to 10625651, 2206001 to 2220098, 20001001 to 20025001; Motor Nos. P6-1001 to 286620:			
Coupe—2	$468	$490	$505
Coupe—2—4	425	518	595
Conv. Coupe—2—4	470	570	655
Sedan, 2 dr.—5	430	515	595
Tour. Sedan Tk, 2 dr.—5	435	525	605
Sedan, 4 dr.—5	445	535	620
Tour. Sedan Tk, 4 dr.—5	450	545	630
Suburban—8	485	585	680
Sedan Tk—7	565	670	775
Sedan Limousine—7	605	730	845
1937—6—Series P3—Business; Serial Nos. 1184001 to 1237400, 3101401 to 3105159, 908551 to 9097493; Motor Nos. P4-1001 to 571569:			
Coupe—2	250	310	365
Sedan, 2 Dr.—5	270	330	395
Sedan, 4 Dr.—5	295	360	425
1937—6—Series P4—Deluxe; Serial Nos. 10101001 to 10466044, 3102601 to 3205879, 9900001 to 9999000, 9190021 to —9190074; Motor Nos. P4-1001 to 571569:			
Coupe—2	285	345	410
Coupe—2—4	310	375	445
Conv. Coupe—2—4	365	450	530
Sedan, 2 Dr.—5	315	385	455
Tour. Sedan Tk, 2 Dr.—5	320	390	465
Sedan, 4 Dr.—5	330	405	480
Tour. Sedan Tk, 4 Dr.—5	335	410	485
Sedan, 4 Dr.—7	450	550	650
Sedan Limousine—7	485	595	700

(21) PONTIAC

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1942—6—Series 25 KA—Torpedo; Serial Nos. P6KA—1001—25802; C6KA—1001 to 3200, L6KA—1001 to 3428:			
Coupe—3	$1,000	$1,040	$1,080
Sedan Coupe—5	1,000	1,100	1,135
Sport Coupe—5	1,045	1,080	1,120
Conv. Sedan Coupe—5	1,290	1,330	1,370
Sedan, 2 dr.—5	1,050	1,090	1,125
Sedan, 4 dr.—5	1,100	1,135	1,175
Metropolitan Sedan—6	1,100	1,135	1,175
1942—6—Series 26 KB; Serial Nos. P6KB—1001—11115, C6KB—1001 to 2170, L6KB—1001 to 2181; Streamliner:			
Sedan Coupe—5	1,095	1,130	1,170
Sedan, 4 dr.—5	1,150	1,190	1,230
Station Wagon—8	1,400	1,440	1,475
Streamliner Chieftain:			
Sedan, Coupe—5	1,145	1,185	1,225
Sedan, 4 dr.—5	1,205	1,245	1,285
Station Wagon—8	1,450	1,490	1,530
1942—8—Series 27 KA—Torpedo; Serial Nos. P8KA—1001—13146, C8KA—1001 to 2070; L8KA—1001 to 2205:			
Coupe—3	1,030	1,065	1,105
Sedan Coupe—5	1,085	1,125	1,165
Sport Coupe—5	1,070	1,110	1,145
Conv. Sedan Coupe—5	1,315	1,355	1,395
Sedan, 2 dr.—5	1,075	1,115	1,155
Sedan, 4 dr.—5	1,125	1,160	1,200
Metropolitan Sedan—5	1,125	1,160	1,200
1942—8—Series 28 KB; Serial Nos. P8KB—1001—22928, C8KB—1001 to 3127 L8KS—1001 to 3451; Streamliner:			
Sedan Coupe—5	1,120	1,160	1,195
Sedan, 4 dr.—5	1,180	1,215	1,255
Station Wagon—8	1,425	1,465	1,505
Streamliner Chieftain:			
Sedan Coupe—5	1,175	1,210	1,250
Sedan, 4 dr.—5	1,230	1,270	1,310
Station Wagon—8	1,480	1,520	1,555
1941—6—Series JA25—Deluxe Torpedo; Serial Nos. 6JA—1001 to 90460, Motor Nos. 6—761501 to 971788:			
Business Coupe—3	860	905	950
Sedan Coupe—5	895	945	995
Conv. Sedan Coupe	1,065	1,125	1,180
Metropolitan Sedan—5	965	1,010	1,060
Sedan, 2 dr.—5	905	955	1,005
Sedan, 4 dr.—5	955	1,010	1,060
1941—6—Series JB26—Streamliner "Torpedo"; Serial Nos. 6JB-1001 to 62545; Motor Nos. 6—761501 to 971788:			
Sedan Coupe—5	965	1,010	1,060
Super Sedan Coupe—5	1,005	1,060	1,115
Sedan, 4 dr.—5	1,015	1,070	1,125

(21) PONTIAC

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1941—6—Series JB26—Continued. Super Sedan, 4 dr.—5	$1,065	$1,125	$1,180
1941—6—Series JC24—Custom "Torpedo"; Serial Nos. 6JC-1001 to 6345; Motor Nos. 6—761501 to 971788:			
Sedan Coupe—5	1,030	1,090	1,145
Sedan, 4 dr.—5	1,090	1,150	1,210
Standard Station Wagon—8	1,150	1,215	1,280
Deluxe Station Wagon—8	1,205	1,275	1,340
1941—8—Series JA27—Deluxe "Torpedo"; Serial Nos. 8JA-1001 to 27219; Motor Nos. 8-246501 to 368240:			
Business Coupe—3	885	935	980
Sedan Coupe—5	925	975	1,025
Conv. Sedan Coupe—5	1,090	1,150	1,210
Sedan, 2 dr.—5	935	985	1,035
Sedan, 4 dr.—5	985	1,035	1,090
Metropolitan Sedan, 4 dr.—5	985	1,035	1,090
1941—8—Series JB28—Streamliner "Torpedo"; Serial Nos. 8JB-1001 to 52428; Motor Nos. 8-246501 to 368240:			
Sedan Coupe—5	985	1,035	1,090
Super Sedan Coupe—5	1,030	1,090	1,145
Sedan, 4 dr.—5	1,045	1,100	1,160
Super Sedan, 4 dr.—5	1,090	1,150	1,210
1941—8—Series JC29—Custom Torpedo; Serial Nos. 8JC—1001 to 12576; Motor Nos. 8-246501 to 368240:			
Sedan Coupe—5	1,060	1,120	1,175
Sedan, 4 dr.—5	1,120	1,180	1,240
Standard Station Wagon—8	1,180	1,245	1,310
Deluxe Station Wagon—8	1,235	1,300	1,370
1940—6—Series 25—HA—Special Six; Serial Nos. 6HA-1001 to 84545, L6HA-1001 to 13111, C6LHA-1001 to 10328; Motor Nos. 6-595801 to 761172:			
Business Coupe—3	665	740	805
Sport Coupe—4	695	775	845
Sedan Tk, 4 dr.—5	745	830	905
Sedan Tk, 2 dr.—5	705	785	855
Deluxe Station Wagon—8	865	960	1,050
1940—6—Series 26 HB—Deluxe; Serial Nos. 6 HB—1001 to 44296, C6HB-1001 to 5184, L6HB-1001 to 10988; Motor Nos. 6-595801 to 761162:			
Business Coupe—3	710	790	860
Sport Coupe—4	745	830	905
Conv. Cabriolet—4	856	960	1,040
Sedan, 4 dr.—5	795	885	965
Sedan, 2 dr.—5	750	835	910
1940—8—Series 28 HA—Deluxe; Serial Nos. 8 HA-1001 to 16817, C8HA-1001 to 2363, L8HA-1001 to 4253; Motor Nos. 8-194401 to 246073:			
Business Coupe—3	745	830	905
Sport Coupe—4	775	865	940
Conv. Cabriolet—4	960	960	1060
Sedan, 4 dr.—5	825	920	1000
Sedan, 2 dr.—5	780	870	945
1940—B—Series 29 HB—Torpedo; Serial Nos. 8HB—1001 to 44296, C8HB—1001 to 5184, L8HB—1001 to 10988; Motor Nos. 8-194401 to 761142:			
Sport Coupe—4	865	960	1,050
Sedan Tk, 4 Dr.—5	915	1,015	1,110
1939—6—Series 25 EA—Quality Deluxe; Serial Nos. P6EA—1001 to 43679, C6EA—1001 to 4938, L6EA—1001 to 7503; Motor Nos. 6-486201 to 6-595105:			
Sedan Tk, 4 Dr.—6	595	680	760
Sedan Tk, 2 Dr.—6	565	640	720
Business Coupe—3	520	590	665
Sport Coupe—5	555	635	710
Station Wagon	685	780	875
1939—6—Series 26EB—Quality Deluxe; Serial Nos. P6EB-1001 to 41293, C6EB-1001 to 5120, L6EB-1001 to 8599; Motor Nos. 6-486201 to 6-595104:			
Sedan Tk, 4 Dr.—6	635	725	810
Sedan Tk, 2 Dr.—6	600	685	765
Business Coupe—3	560	640	715
Sport Coupe Opera—5	595	680	760
Conv. Cabriolet—5	685	780	875
1939—8—Series 28EA—Deluxe; Serial Nos. P8EA-1001 to 27627, C8EA-1001 to 3620, L8EA-1001 to 6522; Motor Nos. 8-159601 to 8-191910:			
Sedan Tk, 4 Dr.—6	670	760	855
Sedan Tk, 2 Dr.—6	630	720	805
Business Coupe—6	590	675	755
Sport Coupe—5	630	715	800
Conv. Coupe—5	730	820	920

(21) PONTIAC

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1938—6—Series 6DA—Deluxe; Serial Nos. 6DA-1616 to 60416, C6DA-2001 to 8155, L6DA-1001 to 8942, C6DA-1001 to 1615:			
Sedan, 4 Dr.—5	$510	$615	$710
Tour. Sedan Tk, 4 Dr.—5	525	630	730
Conv. Sedan, 4 Dr.—5	735	885	1,025
Sedan, 2 Dr.—5	480	580	670
Tour. Sedan Tk, 2 Dr.—5	495	595	690
Business Coupe—2	465	560	645
Sport Coupe 2—4	495	595	690
Conv. Coupe 2—4	555	665	770
Station Wagon	620	750	863
1938—8—Series 8DA—Deluxe; Serial Nos. 8DA-1001 to 15729, L8DA-1001 to 4071, C-8DA-1001 to 2530; Motor Nos. 8-140001 to 159441:			
Sedan, 4 Dr.—5	545	655	760
Tour. Sedan Tk, 4 Dr.—5	560	675	780
Conv. Sedan, 4 Dr.—5	755	910	1,055
Sedan, 2 Dr.—5	520	625	725
Tour. Sedan Tk, 2 Dr.—5	535	645	745
Business Coupe—2	500	600	695
Sport Coupe 2—4	530	640	740
Conv. Coupe 2—4	590	710	820
1937—6—Series 6 CA—Deluxe; Serial Nos. 6CA-1001 to 154827; Motor Nos. 6-220001 to 399286:			
Sedan, 4 Dr.—5	365	450	530
Tour. Sedan Tk, 4 Dr.—5	380	465	550
Conv. Sedan, 4 Dr.—5	520	635	750
Sedan, 2 Dr.—5	345	420	495
Tour. Sedan Tk, 2 Dr.—5	355	435	515
Business Coupe—2	320	390	465
Sport Coupe 2—4	355	435	515
Conv. Coupe 2—4	420	510	605
Station Wagon	420	510	605
1937—8—Series 8 CA—Deluxe; Serial Nos. 8—CA—1001 to 49442; Motor Nos. 8—83001 to 136998:			
Sedan, 4 Dr.—5	395	485	575
Tour. Sedan Tk, 4 Dr.—5	410	500	590
Conv. Sedan, 4 Dr.—5	540	660	780
Sedan, 2 Dr.—5	375	460	540
Tour. Sedan Tk, 2 Dr.—5	385	475	560
Business Coupe—2	355	435	515
Sport Coupe 2—4	385	470	555
Conv. Coupe 2—4	420	510	605

(22) STUDEBAKER

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1942—6—Series 4G—Champion; Serial Nos. G-163501 to 192863, G-821001 to 829645; Motor Nos. 186301 to 216050:			
Custom:			
Coupe—3	$845	$885	$925
Double-Dater Coupe—5	870	910	950
Club Sedan, 2 Dr.—5	875	915	955
Cruising Sedan—5	910	948	985
Deluxstyle:			
Coupe—3	885	920	960
Double-Dater Coupe—5	910	945	985
Club Sedan, 2 Dr.—5	915	950	990
Cruising Sedan—5	945	980	1,020
1942—6—Series 12A—Commander; Serial Nos. 4216501 to 4232206, 4816601 to 4818305; Motor Nos. N-164301 to 181812:			
Custom:			
Sedan Coupe—6	1,150	1,185	1,225
Cruising Sedan—6	1,170	1,205	1,245
Land Cruiser—6	1,205	1,245	1,280
Deluxstyle:			
Sedan Coupe—6	1,195	1,235	1,270
Cruising Sedan—6	1,215	1,255	1,295
Land Cruiser—6	1,250	1,290	1,330
Skyway:			
Sedan Coupe—6	1,230	1,270	1,310
Cruising Sedan—6	1,250	1,290	1,330
Land Cruiser—6	1,290	1,325	1,365
1942—8—Series 8C—President; Serial Nos. 7145501 to 7148659, 7804601 to 7804943; Motor Nos. D-52101 to 55605:			
Custom:			
Sedan Coupe—6	1,275	1,315	1,350
Cruising Sedan—6	1,295	1,335	1,375
Land Cruiser—6	1,330	1,370	1,410
Deluxe Style:			
Sedan Coupe—6	1,320	1,360	1,400
Cruising Sedan—6	1,340	1,380	1,420
Land Cruiser—6	1,380	1,415	1,455
Skyway:			
Sedan Coupe—6	1,355	1,395	1,435
Cruising Sedan—6	1,380	1,415	1,455
Land Cruiser—6	1,415	1,450	1,490

(22) STUDEBAKER

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1941—6—Series—30—Champion; Serial Nos. G-60101 to 165400, G-811201 to 820902; Motor Nos. 101201 to 186259:			
Custom:			
Coupe—3	$710	$750	$790
Opera Coupe—5	750	790	830
Club Sedan, 2 Dr.—5	755	795	840
Cruising Sedan—6	800	845	885
Double-Dater Coupe —5	750	790	830
Custom Deluxe:			
Coupe—3	745	785	825
Opera Coupe—5	780	825	870
Club Sedan, 2 Dr.—5	790	830	875
Cruising Sedan—5	830	875	925
Double-Dater Coupe	780	825	870
Deluxe-Ton:			
Coupe—3	780	825	870
Opera Coupe—5	820	865	910
Club Sedan, 2 Dr.—5	825	870	915
Cruising Sedan—5	870	915	965
Double-Dater Coupe	820	865	910
1941—6—Series 11A—Commander; Serial Nos. 4178801 to 4216180, 4811901 to 4816518; Motor Nos. H-122201 to 164222:			
Custom:			
Sedan Coupe—6	1,005	1,060	1,115
Cruising Sedan—6	1,025	1,080	1,135
Land Cruiser—6	1,075	1,130	1,190
Deluxe Tone:			
Cruising Sedan—6	1,095	1,155	1,215
Land Cruiser—6	1,145	1,205	1,270
Skyway:			
Sedan Coupe—6	1,100	1,160	1,220
Cruising Sedan—6	1,125	1,185	1,245
Land Cruiser—6	1,155	1,220	1,280
1941 — 8—Series 7C — President; Serial Nos. 7139101 to 7145407; 7803901 to 7804592; Motor Nos. H-45001 to 52012:			
Custom:			
Cruising Sedan—6	1,150	1,215	1,275
Land cruiser—6	1,200	1,265	1,330
Delux-Tone:			
Cruising Sedan—6	1,220	1,290	1,355
Land Cruiser—6	1,270	1,340	1,410
Skyway:			
Sedan Coupe—6	1,225	1,295	1,360
Cruising Sedan—6	1,250	1,320	1,385
Land Cruiser—6	1,280	1,350	1,425
1940—6—Series—2G—Champion Serial Nos. G-30501 to 90069; G-803201 to 811191; motor Nos. 34101 to 101169:			
Custom:			
Coupe—3	560	620	675
Opera Coupe—5	595	660	720
Club Sedan, 2 dr.—5	595	660	720
Cruising Sedan—5	630	700	765
Deluxe:			
Coupe—3	610	680	740
Opera coupe—5	645	720	785
Club Sedan, 2 dr.—5	645	720	785
Cruising Sedan	685	760	830
Custom Deluxe:			
Coupe—3	585	650	710
Opera Coupe	615	685	745
Club Sedan	620	690	755
Cruising Sedan	655	730	795
Champion Delux-Tone:			
Coupe—3	610	680	740
Opera Coupe	645	715	780
Club Sedan	645	720	785
Cruising Sedan	685	760	830
1940—6—Series—10A—Commander Serial Nos. 4148501 to 4178797; 4807601 to 4811895; motor Nos. M-87601 to 122190:			
Custom:			
Coupe—3	760	845	925
Club sedan, 2 dr.—6	790	875	955
Cruising sedan—6	825	915	1,000
Delux-tone:			
Coupe—3	795	885	965
Club sedan	825	915	1,000
Cruising sedan	860	955	1,040
1940—8—Series—6C—President, Serial Nos. 7133101 to 7139058; 7803301 to 7803885; Motor Nos. s—38501 to 44999:			
Coupe—3	865	960	1,050
Club Sedan, 2 dr.—6	890	990	1,085
Cruising Sedan—6	930	1,030	1,125
Delux-Tone:			
Coupe—3	900	1,000	1,095
Club Sedan, 2 dr.—5	930	1,030	1,125
Cruising Sedan	965	1,070	1,170
1939—5—Series—G—Champion; Serial Nos. G-001 to 30460, G-800001 to 803600; Motor Nos. 001 to 34106; Custom:			
Coupe—3	450	515	575

(22) STUDEBAKER

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1939—6—Series—G—Continued.			
Club Sedan—6	$480	$545	$615
Cruising Sedan—6	510	580	650
Deluxe:			
Coupe—3	495	565	630
Club Sedan—6	525	595	670
Cruising Sedan—6	555	630	705
1939—6—Series—9a—Commander; Serial Nos. 4110001 to 4148500; 4802301 to 4807600; Motor Nos. N-42501 to 87550:			
Business Coupe—3	600	685	770
Custom Coupe—3	620	705	790
Club Sedan—6	660	750	840
Cruising Sedan—6	665	760	850
Convertible Sedan—6	900	1,025	1,150
1939—8—Series—5c—State President; Serial Nos. 7125501 to 7130650; 7802501 to 7803250; Motor Nos. S-30201 to 38500:			
Custom Coupe—3	710	805	905
Club Sedan—6	755	860	965
Cruising Sedan—6	760	865	975
Convertible Sedan—6	1,015	1,155	1,296
1938—6—Series—7A—Commander; Serial Nos. 5582001 to 5599146, 5857501 to 5859614; Motor Nos. H-101 to 42253:			
Business Coupe—3	490	560	685
Custom Coupe—3	505	610	705
Club Sedan—6	545	655	760
Cruising Sedan—6	550	660	765
Convertible Sedan—6	740	895	1,035
1938—6—Series—8A—State Commander; Serial Nos. 4090001 to 4109817, 4800001 to 4802235; Motor Nos. H-101 to 42253:			
Custom Coupe—3	530	640	740
Club Sedan—6	570	685	795
Cruising Sedan—6	575	695	800
Convertible Sedan—6	775	940	1,085
1938—8—Series 4C—President; Serial Nos. 7120101 to 7125062, 7801801 to 7802311; Motor Nos. B-24601 to 30990:			
Coupe—3	615	745	860
Club Sedan—6	655	790	910
Cruising Sedan—6	660	795	920
State President:			
Coupe—3	620	750	865
Club Sedan—6	660	795	920
Cruising Sedan—6	665	800	930
Convertible Sedan—6	870	1,045	1,210
*1937—6—Series 5A and 6A—Dictator Six; Serial Nos. 5536001 to 5581500, 5852801 to 5857400; Motor Nos. D-112601 to 201637:			
Business Coupe—3	355	430	510
Club Sedan, 2 dr.—5	380	460	545
Custom Coupe—5	390	475	565
St. Regis Custom Sedan—5	395	480	570
St. Regis Cruising Sedan Tk.—6	405	495	585
Custom Sedan—6	410	500	590
Cruising Sedan Tk.—6	420	510	605
1937—8—Series 3C—President; Serial Nos. 7111001 to 7119150, 7800801 to 7801750; Motor Nos. B-13501 to 24504:			
Custom Coupe—3	505	615	730
Custom Coupe—5	520	635	750
St. Regis Custom Sedan—6	530	645	765
St. Regis Cruising Sedan Tk.—6	540	660	780
Custom Sedan—6	540	665	785
Cruising Sedan Tk.—6	550	675	800
State President:			
Custom Coupe—5	535	650	770
Coupe—3	520	635	750
Custom Sedan	555	680	805
Cruising Sedan	565	695	820

(23) WILLYS

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1942—4—Series—American; Serial Nos. 80101 to 92050; Motor Nos. 80301 to 92020; Speedway:			
Coupe—2	$785	$825	$865
Sedan, 4 dr.—5	840	880	915
Deluxe:			
Coupe—2	865	900	940
Sedan, 4 dr.—5	890	930	970
Station Wagon—5	1,090	1,125	1,165
Plainsman:			
Coupe—2	930	955	995
Sedan, 4 dr.—5	945	985	1,020
1941—4—Series 441—American; Serial Nos. 50001 to 80099; Speedway:			
Coupe—2	650	685	720
Sedan, 4 dr.—5	680	715	750
Deluxe:			
Coupe—2	695	730	770

(23) WILLYS

Model, serial no., body type, and passenger capacity	Base price in region A	B	C
1941—4—Series 441—Americar—Con. Deluxe—Continued.			
Sedan, 4 dr.—5	$725	$765	$805
Station Wagon—5	895	945	995
Plainsman:			
Coupe—2	750	790	830
Sedan, 4 dr.—5	780	825	865
1940—4—Series 440; Serial Nos. 17001 to 49341; Speedway:			
Coupe—2	445	490	535
Sedan, 4 dr.—5	485	540	590
Deluxe:			
Coupe—2	525	585	640
Sedan, 4 dr.—5	555	615	670
Station Wagon—6	665	740	810
1939—4—Series 39—Overland; Serial Nos. 39-1001 to 17000; Speedway:			
Coupe—2	405	460	515
Sedan, 2 dr.—5	420	480	535
Sedan, 4 dr.—5	430	490	550
Deluxe:			
Coupe—2	440	500	565
Sedan, 2 Dr.—5	445	520	580
Sedan, 4 Dr.—5	475	540	605
Speedway Special:			
Coupe—2	395	450	505
Sedan, 2 Dr.—5	410	470	525
Sedan, 4 Dr.—5	420	480	535
1939—4—Series 48; Serial Nos. 91751 to 94375:			
Coupe—2	360	410	455
Sedan, 2 Dr.—5	385	440	495
Sedan, 4 Dr.—5	400	455	515
1939—4—Series 38; Serial Nos. 89001 to 91750; Standard:			
Coupe—2	360	410	460
Sedan, 2 dr.—5	390	445	500
Sedan, 4 dr.—5	405	465	520
Deluxe:			
Coupe—2	415	475	530
Sedan, 2 dr.—5	415	475	530
Sedan, 4 dr.—5	445	505	565
1938—4—Series 38; Serial Nos. 65001 to 89000:			
Standard Coupe—2	200	315	365
Deluxe Coupe—2	300	265	420
Clipper Sedan, 2 dr.—5	285	340	395
Standard Sedan—5	295	355	415
Deluxe Clipper Sedan, 2 dr.—5	300	365	420
Deluxe Sedan—5	325	390	450
Custom Sedan—5	365	445	510
1937—4—Series—37; Serial Nos. 1001 to 65000:			
Coupe—2	195	240	280
Deluxe Coupe—2	215	265	310
Sedan—5	225	270	320
Deluxe Sedan—5	240	295	350

[Items marked with asterisk amended by Am. 1, effective 7-10-44]

APPENDIX C—SOME OF THE MAKES OF USED CARS NOT LISTED IN APPENDIX B BECAUSE THEY WERE MANUFACTURED PRIOR TO 1937, AND THE 1937 MAKES AND MODELS LISTED IN APPENDIX B WHICH ARE COMPARABLE TO SUCH USED CARS

Make not listed in Appendix B:	*Comparable 1937 make and model listed in Appendix B*
American Austin, 4 cylinder.	American Bantam.
Auburn, 6 cylinder	Hudson 5—Custom 6.
Auburn, 8 cylinder	Hudson 8—Deluxe 8.
Auburn, 12 cylinder.	Hudson 8—Custom 8.
Continental, 4 & 6 cylinder.	Willys, Model 37.
Cord, 8 cylinder	Cadillac, 8 cylinder, Series 60–65.
Devaux, 6 cylinder	Willys, Model 37.
Duesenberg, 8 cylinder.	Lincoln, 12 cylinder, V 12.
Durant, 6 cylinder	Dodge—Model D 5.
Essex, 6 cylinder	Terraplane Deluxe D 5.
Fiat, 4 & 6 cylinder	American Bantam.
Franklin, 6 & 12 cylinder.	Hudson 8—Custom 8.
Jordan, 8 cylinder	Hudson Deluxe 8.
Lafayette, 6 cylinder	Nash, Lafayette, "400."
Paige, 6 cylinder	Graham 6 — Supercharger.
Peerless, 8 cylinder	Hudson Deluxe 8.
Pierce Arrow, 8 & 12 cylinder.	Cadillac, 8 cylinder Series 70–75.

Make not listed in Appendix B:	*Comparable 1937 make and model listed in Appendix B*
Reo, 6 cylinder	Oldsmobile, 6 — F37 Model.
Reo, 8 cylinder	Oldsmobile, 8 — L37 Model.
Rockne, 6 cylinder	Studebaker, 6 cylinder Dictator
Stutz, 8 cylinder	Oldsmobile, 8 L37 Model.
Willys Knight, 6 cylinder.	Hudson 6—Custom 6.
Willys, 4 & 6 cylinder.	Willys, Model 37.
Willys, 8 cylinder	Hudson 8—Deluxe 8.

[Appendix C amended by Am. 1, effective 7-10-44]

APPENDIX D—TABLE OF ALLOWANCES FOR "IN-BUILT" EQUIPMENT, HEATERS AND RADIOS WHICH MAY BE INCLUDED IN MAXIMUM PRICES

Year and make	Description	Price
(1) 1942 Cadillac	Hydramatic transmission.	$100
(2) 1941 Cadillac	Hydramatic transmission.	85
(3) 1942 Chrysler	Vacamatic transmission and fluid drive.	45
(4) 1941 Chrysler	Vacamatic transmission and fluid drive.	35
(5) 1940 Chrysler	Overdrive transmission	25
(6) 1939 Chrysler	Overdrive transmission	20
(7) 1938 Chrysler	Overdrive transmission	15
(8) 1937 Chrysler	Overdrive transmission	10
(9) 1942 DeSoto	Simplimatic transmission and overdrive.	45
(10) 1941 DeSoto	Simplimatic transmission and overdrive.	35
(11) 1940 DeSoto	Overdrive transmission	25
(12) 1939 DeSoto	Overdrive transmission	20
(13) 1938 DeSoto	Overdrive transmission	15
(14) 1937 DeSoto	Overdrive transmission	10
(15) 1942 Dodge	All fluid drive	30
(16) 1941 Dodge	Fluid drive	25
(17) 1942 Hudson	Drivemaster	45
(18) 1942 Hudson	Overdrive transmission	45
(19) 1942 Hudson	Vacumotive drive	15
(20) 1941 Hudson	Overdrive transmission	35
(21) 1941 Hudson	Vacumotive drive	15
(22) 1940 Hudson	Overdrive transmission	25
(23) 1942 Lincoln	Liquamatic drive	85
(24) 1941 Lincoln	Liquamatic drive	65
(25) 1942 Lincoln Zephyr.	Liquamatic drive	85
(26) 1941 Lincoln Zephyr.	Overdrive transmission	35
(27) 1940 Lincoln Zephyr.	Overdrive transmission	25
(28) 1939 Lincoln Zephyr.	Overdrive transmission	20
(29) 1938 Lincoln Zephyr.	Overdrive transmission	15
(30) 1937 Lincoln Zephyr.	Overdrive transmission	10
(31) 1942 Mercury	Liquamatic drive	65
(32) 1941 Mercury	Overdrive transmission	35
(33) 1940 Mercury	Overdrive transmission	25
(34) 1939 Mercury	Overdrive transmission	20
(35) 1942 Nash	Overdrive transmission	40
(36) 1941 Nash	Overdrive transmission	30
(37) 1940 Nash	Overdrive transmission	25
(38) 1939 Nash	Overdrive transmission	25
(39) 1938 Nash	Overdrive transmission	20
(40) 1937 Nash	Overdrive transmission	15
(41) 1942 Oldsmobile	Hydramatic transmission	75
(42) 1941 Oldsmobile	Hydramatic transmission	65
(43) 1940 Oldsmobile	Hydramatic transmission	50
(44) 1939 Oldsmobile	Automatic transmission	25
(45) 1942 Packard	Electromatic clutch and overdrive.	50
(46) 1941 Packard	Electromatic clutch and overdrive.	45
(47) 1940 Packard	Overdrive transmission	30
(48) 1939 Packard	Overdrive transmission	25
(49) 1942 Studebaker	Overdrive transmission	40
(50) 1941 Studebaker	Overdrive transmission	30
(51) 1940 Studebaker	Overdrive transmission	25
(52) 1939 Studebaker	Overdrive transmission	25
(53) 1938 Studebaker	Overdrive transmission	20
(54) 1937 Studebaker	Overdrive transmission	15
(55) 1942 Willys	Overdrive transmission	35
(56) 1941 Willys	Overdrive transmission	25
(57) All years and makes.	Heater	10
(58) All years and makes.	Radio	30

[Appendix D amended by Am. 1, effective 7-10-44]

APPENDIX E

OFFICE OF PRICE ADMINISTRATION
Washington, D. C.

Form 604-757 Region No. ------

This tag * is in accordance with the Office of Price Administration Maximum Price Regulation 540, section 10, a copy of which is available for inspection.

Make ---------- Year ------
Model ---------- Body Type ----------
Serial No. ---------- Motor No. ----------
Radio (check one) ☐ No ☐ Yes Heater (check one) ☐ No ☐ Yes
List of Built In Equipment: ----------
Warranted ☐ Not Warranted ☐ (check one)

Maximum Price ---------- $ --------
Addition for State or City Taxes (if any) ---------- --------
Total Maximum Price and Taxes (if any) ---------- $ --------
Dealer's Name
Address

[Appendix E amended by Am. 1, effective 7-10-44]

APPENDIX F

OPA FORM 694-758 (6-44) Form Approved Budget Bureau No. 08-R633

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UNITED STATES OF AMERICA
OFFICE OF PRICE ADMINISTRATION
WASHINGTON 25, D. C.

CERTIFICATE OF TRANSFER OF USED PASSENGER VEHICLES

UNDER THE PROVISIONS OF MAXIMUM PRICE REGULATION NO. 540 MAXIMUM PRICES FOR USED PASSENGER AUTOMOBILES

INSTRUCTIONS

For sales between persons who are not dealers and sales by a dealer to a person who is not a dealer. This certificate is to be prepared by the seller and signed by both the seller and the purchaser. The purchaser must present this certificate to the local War Price and Rationing Board on or before the date he applies for gasoline rationing coupons for the purchased vehicle. The information required below shall be supplied insofar as possible from the vehicle registration card.

For all sales to dealers—This certificate is not to be prepared for sales of cars to dealers.

TO BE FILLED IN BY THE SELLER

DESCRIPTION OF VEHICLE

Make	Year
Model	Body type
Serial No.	Motor No.

PRICE CALCULATION

1	Base price of vehicle as listed in Appendix B of MPR 540.	$
2	ALLOWANCE FOR EXTRAS:	
	a Is car equipped with heater? Yes ☐ No ☐	$
	b Is car equipped with radio? Yes ☐ No ☐	$
	c If car is built with built-in equipment (see Appendix D of MPR 540), itemize and price each item below:	
		$
		$
		$
3	Maximum price for vehicle without dealer warranty: (Total of 1 and 2a, b, and c)	$
4	Maximum price for vehicle if sold with dealer warranty	$
5	State and local taxes which may be collected by seller	$
6	Actual sales price for vehicle including taxes	$

State or Territory in which the vehicle was last registered or titled by the owner

Is the seller a dealer? Yes ☐ No ☐

If you are a dealer selling with a warranty, did you deliver to the purchaser a copy of the warranty? Yes ☐ No ☐

Name of purchaser

Address—number and street

City and postal zone number | State

Name of seller

Address—number and street

City and postal zone number | State

CERTIFICATION OF PURCHASER AND SELLER

The undersigned hereby certify that they have complied with the requirements of Maximum Price Regulation No. 540, Maximum Prices for Used Passenger Automobiles, and that the actual sale price of the vehicle is not more than the maximum selling price as established by Maximum Price Regulation No. 540, and further certify that no payment directly or indirectly was or will be made in addition to the actual sale price of the vehicle as shown on this certificate.

Sign here ---------- (Signature of purchaser)
---------- (Date)
Sign here ---------- (Signature of seller)
---------- (Date)

DO NOT WRITE IN SPACE WITHIN HEAVY LINES

BOARD ACTION

Board number | Date

City and postal zone | State

Board recommendation:

Sign here ---------- (Signature of board member)

DISTRICT OFFICE ACTION

Reviewed by

Remarks:

[Appendix F amended by Am. 1, effective 7-10-44]

*The dealer shall be responsible for the reproduction of the tag.

This regulation shall become effective July 10, 1944. [MPR 540 originally issued June 10, 1944]

[Effective dates of amendments are shown in notes following the parts affected]

NOTE: All reporting and record-keeping requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 10th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-10149; Filed, July 11, 1944; 10:00 a. m.]

PART 1341—CANNED AND PRESERVED FOODS

[MPR 232,[1] Amdt. 5]

APPLE BUTTER

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.*

Section 1341.452a is added to read as follows:

§ 1341.452a *Excepted transactions.* The following transactions are excepted from the provisions of this regulation: Sales and deliveries of apple butter by any packer in any calendar year in which his total volume of sales of apple butter does not exceed 500 quarts (or an equivalent amount in other container sizes).

This amendment shall become effective July 17, 1944.

(56 Stat. 23, 765; Pub. Laws 151 and 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 12th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-10257; Filed, July 12, 1944; 11:36 a. m.]

PART 1341—CANNED AND PRESERVED FOODS

[MPR 306,[2] Amdt. 31]

CERTAIN PACKED FOOD PRODUCTS

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register*

Maximum Price Regulation 306 is amended in the following respects:

1. Section 1341.556 is amended to read as follows:

§ 1341.556 *Excepted transactions.* The following transactions are excepted from the provisions of this regulation: Sales and deliveries of commodities covered by this regulation by any processor in any calendar year in which his total volume of sales of such commodities does not exceed 1500 quarts (or an equivalent amount in other container sizes).

2. Section 1341.558 is amended to read as follows:

§ 1341.558 *When a maximum price under this regulation is established.* On and after December 14, 1943, a price figured for any item becomes established (that is, fixed) as the seller's maximum price as soon as he has either filed the price or disclosed it to any prospective customer, whether by sale, delivery, offer, or notice of any kind, provided that the figured price is not higher than the applicable pricing method allows. A maximum price may be established for any item only once, and it may not be changed by the seller except (a) with the written permission of the District Director of the Office of Price Administration for the area in which he is located in cases where the seller has figured his maximum lower than the applicable pricing method allows, and (b) in cases where a change in the regulation changes the seller's applicable pricing method. District Directors are authorized to give this permission.

If the seller wishes to disclose a price lower than the one he figured, he may establish the higher (figured) price as his maximum price at the time of disclosure only by recording it and naming it as such, in ink, on his books, before he discloses the lower price. A seller who has not figured a price for any item may deliver the item, but he may not receive payment for it until he has established a maximum price in accordance with the rules of this section.

3. Section 1341.559 (b) is added to read as follows:

(b) In each sale to purchasers other than government procurement agencies, where a processor makes an allowance for labor or labels under this section he shall state the amount and nature of the allowance on the invoice accompanying the sale.

This amendment shall become effective July 17, 1944.

(56 Stat. 23, 765; Pub. Laws 151, 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 12th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-10258; Filed, July 12, 1944; 11:33 a. m.]

PART 1341—CANNED AND PRESERVED FOODS

[MPR 493,[1] Amdt. 7]

DRIED AND PROCESSED APPLES AND APPLE PRODUCTS, 1943 AND OTHER SPECIFIED CROPS

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.*

Maximum Price Regulation 493 is amended in the following respects:

1. Section 4 is amended to read as follows:

SEC. 4. *Excepted transactions.* The following transactions are excepted from the provisions of this regulation: Sales and deliveries of commodities listed in section 2, by any seller in any calendar year in which his total volume of sales of such listed commodities does not exceed 1500 quarts (or an equivalent amount in other container sizes).

2. Section 28 is amended to read as follows:

SEC. 28. *When a maximum price is established.* On and after November 16, 1943, a price figured for any item becomes established (that is, fixed) as the seller's maximum price as soon as he has either filed the price or disclosed it to any prospective customer, whether by sale, delivery, offer, or notice of any kind, provided that the figured price is not higher than the applicable pricing method allows. A maximum price for any item may be established only once, and it may not be changed by the seller except (a) with the written permission of the District Director of the Office of Price Administration for the area in which he is located where the seller has figured his maximum price lower than the applicable pricing method allows and (b) in cases where a change in the regulation changes the seller's applicable pricing method. District Directors are authorized to give this permission.

If the seller wishes to disclose a price lower than the price he figured, he may establish the higher (figured) price as his maximum price at the time of disclosure only by recording it and naming it as such, in ink on his books, before he discloses the lower price. A seller who has not figured a price for an item may deliver the item, but he may not receive payment for it until he has established a maximum price in accordance with the rules of this section.

This amendment shall become effective July 17, 1944.

Issued this 12th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-10260; Filed, July 12, 1944; 11:33 a. m.]

PART 1341—CANNED AND PRESERVED FOODS

[MPR 498,[1] Amdt. 3]

MAXIMUM PRICES FOR PACKERS AND CERTAIN OTHER SELLERS OF APPLE BUTTER

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.*

Maximum Price Regulation No. 498 is amended in the following respects:

1. In section 1 the second paragraph is amended to read as follows:

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 2985.

[2] 8 F.R. 16896, 17224, 17295, 17482; 9 F.R. 287, 96, 1710, 2237, 4349, 5075.

[1] 8 F.R. 15697, 16664; 9 F.R. 99, 1121, 1597, 2288, 2301.

[1] 8 F.R. 16503; 9 F.R. 98, 1597.

The following transactions are excepted from the provisions of this regulation: Sales and deliveries of apple butter by any packer in any calendar year in which his total volume of sales of apple butter does not exceed 500 quarts (or an equivalent amount in other container sizes).

2. Section 16 is amended to read as follows:

SEC. 16. *When a maximum price is established.* On and after December 6, 1943, a price figured for any item becomes established (that is, fixed) as the seller's maximum price as soon as he has either filed the price or disclosed it to any prospective customer, whether by sale, delivery, offer, or notice of any kind, provided that the figured price is not higher than the applicable pricing method allows. A maximum price may be established only once, and it may not be changed by the seller except (a) with the written permission of the District Director of the Office of Price Administration for the area in which he is located in cases where the seller has figured his maximum price lower than the applicable pricing method allows and (b) in cases where a change in the regulation changes the seller's applicable pricing method, District Directors are authorized to give this permission.

If the seller wishes to disclose a price lower than the one he figured, he may establish the higher (figured) price as his maximum price at the time of disclosure only by recording it and naming it as such, in ink on his books, before he discloses the lower price. A seller who has not figured a price for the item may deliver the item, but he may not receive payment for it until he has established a maximum price in accordance with the rules of this section.

3. Section 17 (b) is amended by adding a new sentence to read as follows:

Any Regional Administrator of the Office of Price Administration, or any District Director authorized by his Regional Administrator, may (1) approve or disapprove reports filed with his office under the reporting provisions of this paragraph, and (2) require any seller filing a report which does not comply with the reporting provisions to correct and resubmit his report.

This amendment shall become effective July 17, 1944.

Issued this 12th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-10259; Filed, July 12, 1944; 11:33 a. m.]

PART 1439—UNPROCESSED AGRICULTURAL COMMODITIES

[MPR 426,[1] Amdt. 41]

FRESH FRUITS AND VEGETABLES FOR TABLE USE, SALES EXCEPT AT RETAIL

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.*

In section 15, Appendix H is amended in the following respects:

1. In paragraph (b), Table 15 is added to read as follows:

TABLE 15—MAXIMUM PRICES FOR RED SOUR CHERRIES

Col. 1	2	3	4	5	6	7
Item No.	Type, variety, style of pack, etc.[1]	Unit	Season	Maximum price f. o. b. shipping points	Maximum price for sales delivered to any wholesale receiving point in any quantity	Maximum prices for sales by certain persons in less than carlot or less than truckiot quantities delivered to the premises of any retail store, Government procurement agency or institutional buyer.[2]
1	Red Sour cherries with stems sold in any container.	Pound..	Entire season.	11 cents....	Price in column 5 plus freight from shipping point to the wholesale receiving point, and plus actual costs of protective services not to exceed a common carrier's lowest charge for the same services.	Col. 6 price plus 1½ cents.
2	Red Sour cherries without stems sold in any container.	Pound..	....do.....	9¾ cents		

[1] The maximum price for red sour cherries sold in bulk (loose without containers or in containers furnished by the buyer) shall be 2 cents per pound less than the appropriate prices per pound for item 1 and 2 in Columns 5, 6, or 7.
[2] For sellers covered by Column 7 see general provisions of this Appendix.

2. In the table in paragraph (c) item 29 is added to read as follows:

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9	Col. 10
			Sales by a grower or country shipper					Sales by service wholeseller delivered to the premises of any retail store, Government procurement agency, or institutional buyer, within the free delivery zone.	
Item No. 29	Commodity	Unit	Through a broker, shipper's sales agent or commission merchant in carlots or trucklots or through broker, shipper's sales agent, or terminal auction in less-than-carlot or less than trucklot.	Through a commission merchant in less than carlots or less than trucklots.	Sales by anyone, other than a grower or country shipper, who has purchased a carlot or trucklot, and sells such a carlot or trucklot unbroken.	Sales by carlots receivers in less-than-carlots or less-than-trucklots (For sales by carlot receivers through terminal auction the mark-ups named in Col. 4 shall be applied).	Sales by secondary jobbers in any quantity delivered to the premises of the purchaser.	Half container or larger.	Less than half container.
	Red sour cherries....	Pound....	3½¢.....	3½¢.....	3½¢.....	3½¢.....	13½¢.....	13½¢.....	13½¢.

This amendment shall become effective July 18, 1944, except for red sour cherries shipped from the shipping point and actually sold before July 18, 1944 and except for red sour cherries shipped from the shipping point, before July 12, 1944, whether sold or unsold.

Issued this 12th day of July 1944.

CHESTER BOWLES,
Administrator.

Approved July 7, 1944.

GROVER B. HILL,
Acting War Food Administrator.

[F. R. Doc. 44-10264; Filed, July 12, 1944; 11:35 a. m.]

PART 1499—COMMODITIES AND SERVICES

[Rev. SR 1[1] to GMPR, Amdt. 67]

APPLE BUTTER

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.*

Section 3.2 (p) is added to read as follows:

(p) Sales and deliveries by processors or packers of the food commodities referred to below, under the particular circumstances stated for each commodity:

(1) Sales and deliveries of commodities covered by Maximum Price Regulation 306[2] (Certain Packed Food Products) by any processor in any calendar year in which his total volume of sales of such commodities does not exceed 1500 quarts (or an equivalent amount in other container sizes).

*Copies may be obtained from the Office of Price Administration.

[1] F.R. 16409, 16294, 16519, 16423, 17372; 9 F.R. 790, 902, 1581, 2008, 2091, 2493, 4030, 4086, 4434, 4787, 4877.

[2] 8 F.R. 16896, 17224, 17295, 17482; 9 F.R. 287, 96, 1710, 2237, 4347, 5075.

[1] 9 F.R. 3581, 3590, 4391, 4948, 5268.

(2) Sales and deliveries of commodities covered by Maximum Price Regulation 493* (Dried and Processed Apples and Apple Products, 1943 and Other Specified Crops) by any processor in any calendar year in which his total volume of sales of such commodities does not exceed 1500 quarts (or an equivalent amount in other container sizes).

(3) Sales and deliveries of apple butter, as defined in Maximum Price Regulation 498[1] (Maximum Prices for Packers and Certain Other Sellers of Apple Butter), by any packer in any calendar year in which his total volume of sales of apple butter does not exceed 500 quarts (or an equivalent amount in other container sizes).

This amendment shall become effective July 17, 1944.

Issued this 12th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-10265; Filed, July 12, 1944; 11:36 a. m.]

TITLE 38—PENSIONS, BONUSES, AND VETERANS' RELIEF

Chapter I—Veterans' Administration

PART 2—ADJUDICATION: VETERANS' CLAIMS

PART 4—ADJUDICATION: VETERANS' CLAIMS, CENTRAL OFFICE SECTION

PROOF OF RELATIONSHIP AND DEPENDENCY

§ 2.1040 *Definitions as to relationship.* Definitions as to relationship used in the World War Veterans' Act, 1924, as amended, are applicable under sections 26, 27, and 28 of Public No. 144, 73d Congress. On or after July 13, 1943, the date of enactment of Public No. 144, 78th Congress, the definitions of parent, father, mother and child for the purposes of Public No. 141, 73d Congress, as amended by Public No. 144, 78th Congress, are those given in §§ 2.1041 and 2.1042. (July 17, 1944.) (57 Stat. 554–560; 38 U.S.C. Chapter 12 Note)

§ 2.1041 *Definition of mother or father under Public No. 2, 73d Congress.* These terms mean a natural mother or father of a veteran, or mother or father of a veteran through legal adoption. The phrase "natural mother" means the biological female parent, whether the veteran was legitimate or illegitimate. In establishing relationship where the dependency of a mother is for consideration the submission of evidence of birth will suffice, as evidence of the mother's marriage in establishing relationship under these circumstances would serve no useful purpose. Where the dependency of a father, as defined in § 35.10 (g) (A. D. 284) is involved, evidence establishing the parentage, through marriage or otherwise, will be required. On or after July 13, 1943, for the purposes of Public No. 2, 73d Congress, and Public No. 141, 73d Congress, as amended by Public No. 144, 78th Congress, the terms "parent," "father," and "mother" include a father, mother, father through adoption, mother through adoption, and persons who have stood in loco parentis to a member of the military or naval forces at any time prior to entry into active service for a period of not less than one year (not including step-parent, unless such step-parent stood in loco parentis): *Provided,* That not more than one father and one mother, as defined, shall be recognized in any case, and preference shall be given to such father or mother who actually exercised parental relationship at the time of or most nearly prior to the date of entry into active service by the person who served. (July 17, 1944.) (57 Stat. 554–560; 38 U. S. C. Chapter 12 Note)

§ 2.1042 *Definition of child for purposes of Public No. 2, 73d Congress.* The term "child" means a legitimate child or a child legally adopted, unmarried and under the age of eighteen years, unless prior to reaching the age of eighteen the child becomes or has become permanently incapable of self-support by reason of mental or physical defect. Apportioned compensation or pension may be continued under Public No. 2, 73d Congress, as amended by Public No. 78, 73d Congress, after the age of eighteen years but not after the age of twenty-one years on behalf of any child pursuing a course of instruction approved by the Administrator. On or after July 13, 1943, for the purposes of Public No. 2, 73d Congress, and Public No. 141, 73d Congress, as amended by Public No. 144, 78th Congress, the term "child" means a person unmarried and under the age of eighteen years, unless prior to reaching the age of eighteen years the child becomes or has become permanently incapable of self-support by reason of mental or physical defect, who is a legitimate child; a child legally adopted; a stepchild if a member of the man's household; an illegitimate child, but as to the father, only if acknowledged in writing, signed by him, or if he has been judicially ordered or decreed to contribute to the child's support or has been, prior to his death, judicially decreed to be the putative father of such child, or if he is otherwise shown by evidence satisfactory to the Administrator of Veterans' Affairs to be the putative father of such child; as to the mother proof of birth is all that is required: *Provided,* That the payment of pension shall be continued after the eighteenth birthday and until completion of education or training (but not after such child reaches the age of twenty-one years), to any child who is or may hereafter be pursuing a course of instruction at a school, college, academy, seminary, technical institute, or university, particularly designated by him and approved by the Administrator, which shall have agreed to report to the Administrator the termination of attendance of such child, and if such institution of learning fails to make such report promptly the approval shall be withdrawn. (July 17, 1944.) (57 Stat. 554–560; 38 U.S.C. Chapter 12 Note)

[2] 8 F.R. 15697, 16664; 9 F.R. 99, 1121, 1597, 2288, 2301.

[1] 8 F.R. 16503; 9 F.R. 98, 1597.

PART 4—ADJUDICATION: VETERANS' CLAIMS, CENTRAL OFFICE SECTION

§ 4.2033 *Section 30, Public No. 141, 73d Congress; Public No. 269, 74th Congress and § 35.015: Child.* [Canceled July 17, 1944.]

[F. R. Doc. 44-10205; Filed, July 11, 1944; 4:09 p. m.]

PART 10—INSURANCE

REINSTATEMENT

§ 10.3422 *Reinstatement of National Service Life Insurance.* Subject to the provisions of the National Service Life Insurance policy, or any amendment or supplement thereto, any insurance which has lapsed, or may hereafter lapse, and which has not been surrendered for a cash value or for a paid-up insurance, may be reinstated upon written application signed by the applicant, and upon payment of all premiums in arrears, with interest from their several due dates at the rate of 5 per centum per annum, compounded annually, provided such applicant at the time of application and tender of premiums is in the required state of health as shown in paragraph (a), (b) or (c) of § 10.3423, whichever is applicable, and submits evidence thereof at the time of application and tender of premiums as may be satisfactory to the Administrator of Veterans Affairs: *Provided,* That application for reinstatement of a five-year level premium term policy accompanied by evidence of insurability and tender of premiums with interest must be submitted prior to the expiration of the five-year term period: *Provided,* That the payment or reinstatement of any indebtedness against any policy must be made, and if such indebtedness with interest exceeds the reserve of the policy at the time of application for reinstatement thereof, then the amount of such excess shall be paid by the applicant as a condition of the reinstatement of the indebtedness and of the policy: *And provided further,* That a lapsed National Service Life Insurance policy which is in force under extended term insurance may be reinstated without health statement or other medical evidence, if application and tender of premiums with interest are made not less than five years prior to the date such extended insurance would expire. (July 12, 1944.) (54 Stat. 1012; 38 U.S.C. 808)

§ 10.3423 *Health requirements.* National Service Life Insurance may be reinstated if application and tender of premiums are made:

No change in (a).

(b) After expiration of the period mentioned in paragraph (a) hereof, and within three months after the due date of the premium in default, provided the applicant be in as good health on the date of application and tender of premiums as he was on the due date of the premium in default and furnishes evidence thereof satisfactory to the Administrator of Veterans Affairs.

(c) After expiration of the periods mentioned in paragraphs (a) and (b) hereof provided applicant is in good health on the date of application and

tender of premiums, and furnishes evidence thereof satisfactory to the Administrator of Veterans Affairs. (July 12, 1944.) (54 Stat. 1012; 38 U.S.C. 808)

§ 10.3424 *Evidence of insurability.* The applicant for reinstatement of a National Service Life Insurance policy must furnish evidence of insurability at the time of application satisfactory to the Administrator of Veterans Affairs and upon such forms as the said Administrator shall prescribe or otherwise as he shall require. Applicant's own statements of comparative health may be accepted as proof of insurability for the purpose of reinstatement under § 10.3423 (a) or (b), but whenever deemed necessary in any such case by the Administrator of Veterans Affairs report of physical examination may be required. Applications for reinstatement submitted after expiration of the periods mentioned in § 10.3423 (a) and (b) must be accompanied by report of physical examination. Physical examinations incident to reinstatement of insurance shall be acceptable if made by medical officers in active service with the Army, Navy, Marine Corps, or Coast Guard; physicians of the United States Public Health Service; physicians of the Veterans' Administration at a regional office or facility, or by physicians designated by the Veterans' Administration for such purpose and who are not related to the applicant by blood or marriage, associated with him in business, or pecuniarily interested in the reinstatement of the policy. (July 12, 1944.) (54 Stat. 1012; 38 U.S.C. 808)

[F. R. Doc. 44–10206; Filed, July 11, 1944; 4:09 p. m.]

TITLE 43—PUBLIC LANDS: INTERIOR

Chapter I—General Land Office[1]

[Public Land Order 399]

SOUTH DAKOTA

WITHDRAWAL OF PUBLIC LANDS

By virtue of the authority vested in the President and pursuant to Executive Order No. 9337 of April 24, 1943, it is ordered as follows:

Subject to valid existing rights, the following-described public lands in South Dakota are hereby withdrawn from all forms of appropriation under the public-land laws, including the mining laws and the mineral leasing laws, and reserved in aid of contemplated legislation for the extension of Wind Cave National Park:

BLACK HILLS MERIDIAN

T. 5 S., R. 6 E.,
Sec. 5, lot 4, SW¼NW¼, and NW¼SW¼;
Sec. 6, lots 1 and 3;
Sec. 7, lot 3;
Sec. 18, SE¼NE¼;
Sec. 23, NW¼NE¼ and E½NW¼;
Sec. 28, W½NW¼, SW¼SW¼, E½SW¼, and SE¼;
Sec. 33, NE¼ and E½W½.

The areas described aggregate 1,080 29 acres.

MICHAEL W. STRAUS,
Acting Secretary of the Interior.

JUNE 28, 1944.

[F. R. Doc. 44–10228; Filed, July 12, 1944; 9:26 a. m.]

[1] Appendix.

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter I—Interstate Commerce Commission

[S. O. 80, Amdt. 19]

PART 95—CAR SERVICE

MOVEMENT OF GRAIN AT MINNEAPOLIS, MINN.; APPOINTMENT OF ALTERNATE AGENT

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 11th day of July, A. D. 1944.

Upon further consideration of the provisions of Service Order No. 80, as amended (codified as § 95.19 of Title 49 CFR):

It is ordered, That R. C. Woodworth of Cargill, Inc., Minneapolis, Minnesota, is hereby designated and appointed as alternate Agent of the Commission to issue permits for the movement of grain under the terms of this order at the Minneapolis, Minnesota Market. (40 Stat. 101, Sec. 402, 41 Stat. 476, Sec. 4, 54 Stat. 901, 49 U.S.C. 1 (10)–(17))

And it is further ordered, That this amendment shall become effective July 17, 1944; that copies of this amendment be served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and that notice of this amendment be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C.

By the Commission, Division 3.

[SEAL] W. P. BARTEL,
Secretary.

[F. R. Doc. 44–10267; Filed, July 12, 1944; 11:47 a. m.]

Notices

FEDERAL DEPOSIT INSURANCE CORPORATION.

INSURED BANKS

ORDER FOR FILING OF CERTIFIED STATEMENT

The following corrected order for filing of certified statement, which originally appeared in the FEDERAL REGISTER of Saturday, July 8, 1944 (9 F.R. 7617), has been issued to read as follows:

Pursuant to the provisions of paragraph (1) of subsection (h) of section 12B of the Federal Reserve Act, as amended (12 U. S. C., 264 (h) (1)), *It is ordered,* That each insured bank file with the Corporation on or before July 15, 1944, the following described certified statement forms: (1) Certified Statement—Part One, Based on Deposits for the Six Months Ending June 30, 1944, Form 545–R, in quadruplicate; and (2) Recapitulation of the Monthly Totals of Certified Statement—Part Two, for the Six Months Ending June 30, 1944, Form 555–R, in triplicate.

[SEAL] FEDERAL DEPOSIT INSURANCE CORPORATION,
By E. F. DOWNEY,
Secretary.

[F. R. Doc. 44–10229; Filed, July 12, 1944; 9:39 a. m.]

INTERSTATE COMMERCE COMMISSION.

[S. O. 70–A, Special Permit 353]

RECONSIGNMENT OF POTATOES AT KANSAS CITY, MO.–KANS.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F. R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Kansas City, Missouri-Kansas, July 8, 1944, by L. S. Taube Company, of cars of potatoes, now on the A. T. & S. F. Railway, SFRD 25586 to Moberly, Missouri (Wabash), and PFE 76551 to Rock Island, Illinois (C. R. I. & P.).

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 7th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F.R. Doc. 44–10268; Filed, July 12, 1944; 11:47 a. m.]

[S. O. 70–A, Special Permit 354]

RECONSIGNMENT OF WATERMELONS AT MINNEAPOLIS, MINN.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Minneapolis, Minnesota, July 7, 1944, by J. P. Michels & Company, of car L & N 17838, watermelons, now on the Minneapolis & St. Louis Railway, to Nash Finch Company, Aberdeen, South Dakota (C. M. St. P. & P.).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 7th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10269; Filed, July 12, 1944; 11:47 a. m.]

[S. O. 70–A, Special Permit 355]

RECONSIGNMENT OF CANTALOUPES AT KANSAS CITY, MO.–KANS.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Kansas City, Missouri-Kansas, July 7, 1944, by C. H. Robinson and Company, of car PFE 32531, cantaloupes, now on the C. R. I. & P. Railroad, to C. H. Robinson and Company, Minneapolis, Minnesota, with stop for partial unloading by Latsch & Company at Winona, Missouri (C. M. St. P. & P.).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 7th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10270; Filed, July 12, 1944; 11:47 a. m.]

[S. O. 70–A, Special Permit 356]

RECONSIGNMENT OF CARROTS AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Order No. 70–A insofar as it applies to the reconsignment at Chicago, Illinois, July 7, 1944, by M. Roth Sons Company, of car PFE 13869, carrots, now on the Chicago Produce Terminal, to Gerber Products Company, Fremont, Michigan.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 7th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10271; Filed, July 12, 1944; 11:48 a. m.]

[S. O. 70–A, Special Permit 357]

RECONSIGNMENT OF CARROTS AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Chicago, Illinois, July 7, 1944, by Tassini & Salisch Company, of car PFE 44257, carrots, now on the Chicago Produce Terminal, to Tassini & Salisch, New York, New York via B.&O.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 7th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10272; Filed, July 12, 1944; 11:48 a. m.]

[S. O. 70–A, Special Permit 358]

RECONSIGNMENT OF PEACHES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph § 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Chicago, Illinois, July 7, 1944, by M. Lapidus Sons of car FGE 19302, peaches, now on the Chicago Produce Terminal, to Cohen Brothers, Appleton, Wisconsin.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 7th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10273; Filed, July 12, 1944; 11:48 a. m.]

[S. O. 200, Special Permit 324]

REICING OF POTATOES AT KANSAS CITY, MO.–KANS.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice, one time only, at Kansas City, Missouri-Kansas, July 7 or 8, 1944, as ordered by Cochrane Brokerage Company, car ART 72339, potatoes, on the A. T. & S. F. Railway, account delayed at Belen and now reconsigned to Fargo, North Dakota (Rock Island).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 7th day of July, 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10274; Filed, July 12, 1944; 11:48 a. m.]

OFFICE OF DEFENSE TRANSPORTATION.

[Supp. Order ODT 20A–151]

CERTAIN TAXICAB OPERATORS

COORDINATED OPERATIONS IN LEWISTOWN, PA., AREA

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof (hereinafter called "operators") pursuant to General Order ODT 20A (8 F.R. 9231), a copy of which plan is attached hereto as Appendix 2,[1] and it appearing that the operators propose, by the plan, to coordinate their taxicab operations within the area of

[1] Filed as part of the original document.

Lewistown, Pennsylvania, so as to assure maximum utilization of their facilities, services and equipment, and to conserve and providently utilize vital equipment, materials and supplies, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war; *It is hereby ordered*, That:

1. The plan for joint action above referred to is hereby approved, and the operators are directed to place the plan into operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the operators shall forthwith file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order.

3. The provisions of this order shall not be construed or applied as to permit any operator named herein to alter his legal liability to any passenger. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing operating authority of any operator named herein, such operator forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the operators possessing or obtaining the requisite operating authority.

4. All records of the operators pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination with inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

5. The plan for joint action hereby approved and all contractual arrangements made by the operators to effectuate the plan shall not continue in operation beyond the effective period of this order.

6. Any operator duly authorized or permitted to operate taxicabs within the area herein described, and having suitable equipment and facilities therefor, may make application in writing to the Highway Transport Department, Office of Defense Transportation, Altoona, Pennsylvania, for authorization to participate in the plan. A copy of each such application shall be served upon each of the operators named in this order. Upon receiving authorization to participate in the plan, each such operator shall become subject to this order and shall thereupon be entitled and required to participate in the plan in accordance with all of the provisions and conditions of this order, in the same manner and degree as the operators named herein.

7. Communications concerning this order should refer to "Supplementary Order ODT 20A–151" and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Altoona, Pennsylvania.

8. This order shall become effective July 19, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 12th day of July 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

APPENDIX 1

Frey's Taxi, 409 Valley Street, Lewistown, Pa.
Pearsons' Taxi, 421 S. Brown Street, Lewistown, Pa.

[F. R. Doc. 44–10231; Filed, July 12, 1944; 10:30 a. m.]

[Supp. Order ODT 20A–152]

CERTAIN TAXICAB OPERATORS

COORDINATED OPERATIONS IN READING, PA., AREA

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof (hereinafter called "operators") pursuant to General Order ODT 20A (8 F.R. 9231), a copy of which plan is attached hereto as Appendix 2,[1] and it appearing that the operators propose, by the plan, to coordinate their taxicab operations within the area of Reading, Pennsylvania, so as to assure maximum utilization of their facilities, services and equipment, and to conserve and providently utilize vital equipment, materials and supplies, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war; *It is hereby ordered*, That:

1. The plan for joint action above referred to is hereby approved, and the operators are directed to place the plan into operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the operators shall forthwith file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order.

3. The provisions of this order shall not be construed or applied as to permit any operator named herein to alter his legal liability to any passenger. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing operating authority of any operator named herein, such operator forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the operators possessing or obtaining the requisite operating authority.

4. All records of the operators pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination with inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

5. The plan for joint action hereby approved and all contractual arrangements made by the operators to effectuate the plan shall not continue in operation beyond the effective period of this order.

6. Any operator duly authorized or permitted to operate taxicabs within the area herein described, and having suitable equipment and facilities therefor, may make application in writing to the Highway Transport Department, Office of Defense Transportation, Allentown, Pennsylvania, for authorization to participate in the plan. A copy of each such application shall be served upon each of the operators named in this order. Upon receiving authorization to participate in the plan, each such operator shall become subject to this order and shall thereupon be entitled and required to participate in the plan in accordance with all of the provisions and conditions of this order, in the same manner and degree as the operators named herein.

7. Communications concerning this order should refer to "Supplementary Order ODT 20A–152" and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Allentown, Pennsylvania.

8. This order shall become effective July 19, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 12th day of July 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

APPENDIX 1

Pioneer Yellow Cab Company, Incorporatrd, 2nd & Penn Avenue, West Reading, Pa.
Central Taxi Cab & Transfer Company, Incorporated, 2nd & Penn Avenue, West Reading, Pa.
Peerless Taxicab Service, 24 Carpenter Street, Reading, Pa.
John A. Eberenz, 933A Franklin Street, Reading, Pa.

[F. R. Doc. 44–10232; Filed, July 12, 1944; 10:30 a. m.]

[Supp. Order ODT 20A–153]

CERTAIN TAXICAB OPERATORS

COORDINATED OPERATIONS IN MEDFORD, MASS., AREA

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof (hereinafter called "operators") pursuant to General Order ODT 20A (8 F.R. 9231), a copy of which plan is attached hereto as Appendix 2,[1] and it appearing that the operators propose, by the plan, to coordinate their taxicab operations within the area of Medford, Massachusetts, so as to assure maximum utilization of their facilities, services and equipment, and to conserve and providently utilize vital equipment, materials and supplies, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war; *It is hereby ordered*, That:

1. The plan for joint action above referred to is hereby approved, and the operators are directed to place the plan into operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the operators shall forthwith file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order.

3. The provisions of this order shall not be construed or applied as to permit any operator named herein to alter his legal liability to any passenger. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing operating authority of any operator named herein, such operator forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the operators possessing or obtaining the requisite operating authority.

4. All records of the operators pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination with inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

5. The plan for joint action hereby approved and all contractual arrangements made by the operators to effectuate the plan shall not continue in operation beyond the effective period of this order.

6. Any operator duly authorized or permitted to operate taxicabs within the area herein described, and having suitable equipment and facilities therefor, may make application in writing to the Highway Transport Department, Office of Defense Transportation, Boston, Massachusetts, for authorization to participate in the plan. A copy of each such application shall be served upon each of the operators named in this order. Upon receiving authorization to participate in the plan, each such operator shall become subject to this order and shall thereupon be entitled and required to participate in the plan in accordance with all of the provisions and conditions of this order, in the same manner and degree as the operators named herein.

7. Communications concerning this order should refer to "Supplementary Order ODT 20A–153" and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Boston, Massachusetts.

8. This order shall become effective July 19, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 12th day of July 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

APPENDIX 1

Cantells Taxi Service, 1 High Street, Medford, Mass.
Medford Cab Service, 3 Playstead Road, Medford, Mass.
Medford Taxi Service, 321 Salem Street, Medford, Mass.
Medford Yellow Cab Co., 3 Riverside Avenue, Medford, Mass.
Mystic Taxi Co., 450 Salem Street, Medford, Mass.
Arthurs Red Cab, 17 Salem Street, Medford, Mass.

[F. R. Doc. 44–10233; Filed, July 12, 1944; 10:30 a. m.]

[Supp. Order ODT 20A–154]

CERTAIN TAXICAB OPERATORS

COORDINATED OPERATIONS IN NEENAH-MENASHA, APPLETON, WIS., AREA

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof (hereinafter called "operators") pursuant to General Order ODT 20A (8 F.R. 9231), a copy of which plan is attached hereto as Appendix 2,[1] and it appearing that the operators propose, by the plan, to coordinate their taxicab operations within the area of Neenah-Menasha, Appleton, Wisconsin, so as to assure maximum utilization of their facilities, services and equipment, and to conserve and providently utilize vital equipment, materials and supplies, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war; *It is hereby ordered*, That:

1. The plan for joint action above referred to is hereby approved, and the operators are directed to place the plan into operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the operators shall forthwith file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order.

3. The provisions of this order shall not be construed or applied as to permit any operator named herein to alter his legal liability to any passenger. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing operating authority of any operator named herein, such operator forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the operators possessing or obtaining the requisite operating authority.

4. All records of the operators pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination with inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

5. The plan for joint action hereby approved and all contractual arrangements made by the operators to effectuate the plan shall not continue in operation beyond the effective period of this order.

6. Any operator duly authorized or permitted to operate taxicabs within the area herein described, and having suitable equipment and facilities therefor, may make application in writing to the Highway Transport Department, Office of Defense Transportation, Green Bay, Wisconsin, for authorization to participate in the plan. A copy of each such application shall be served upon each of the operators named in this order. Upon receiving authorization to participate in the plan, each such operator shall become subject to this order and shall thereupon be entitled and required to participate in the plan in accordance with all of the provisions and conditions of this order, in the same manner and degree as the operators named herein.

7. Communications concerning this order should refer to "Supplementary Order ODT 20A–154" and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Green Bay, Wisconsin.

8. This order shall become effective July 19, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 12th day of July 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

APPENDIX 1

Twin City Checker Cab, Inc., 10 Main St., Menasha, Wis.
Neenah Taxi Line, 311 S. Commercial St., Neenah, Wis.
Jerry's Menasha Motor Cab, 400 Broad Street, Menasha, Wis.
Appleton Yellow Cab Company, Inc., 214 No. Appleton St., Appleton, Wis.
The C. F. Smith Livery & Transfer Company, Inc., Corner Appleton & Lawrence Sts., Appleton, Wis.

[F. R. Doc. 44–10234; Filed, July 12, 1944; 10:30 a. m.]

[1] Filed as part of the original document.

[1] Filed as part of the original document.

[1] Filed as part of the original document.

OFFICE OF PRICE ADMINISTRATION.

[MPR 188, Order 1853]

EZRA WATERMAN & CO.

APPROVAL OF MAXIMUM PRICES

Order No. 1853 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of knives manufactured by Ezra Waterman and Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Order Nos. 9250 and 9328, *It is ordered:*

(a) The maximum prices for all sales and deliveries by Ezra Waterman and Company, 25 Bleecker Street, New York, New York, of knives of its manufacture, as described in its application dated March 27, 1944 after such articles became subject to Maximum Price Regulation No. 188, are as follows:

Article	Model	To jobbers or distributors who stock the knives	Maximum price to retailers
		Each	*Each*
Knife	127	$0.94	$1.17
	157 without sheath	1.56	1.95
	157 with sheath	1.80	2.25
	187 without sheath	2.16	2.70
	187 with sheath	2.40	3.00

These maximum prices are f. o. b. New York City and are subject to a cash discount of 2 percent 10 days, net 30 days.

(b) The maximum price for all sales and deliveries at wholesale for the knives described in paragraph (a) above shall be the prices set forth below as follows:

Article	Model	Maximum price to retailers
		Each
Knife	127	$1.17
	157 without sheath	1.95
	157 with sheath	2.25
	187 without sheath	2.70
	187 with sheath	3.00

(c) The maximum prices for a sale at retail of the knives described in paragraph (a) above shall be as follows:

Article	Model	Maximum price to consumers
		Each
Knife	127	$1.89
	157 without sheath	3.25
	157 with sheath	3.75
	187 without sheath	4.50
	187 with sheath	5.00

(d) On each knife shipped to a purchaser for resale, the manufacturer shall attach a tag or label which plainly states the retail selling price.

(e) At the time of the first invoice, the manufacturer shall notify in writing each purchaser who buys from it of the maximum prices established by this order for resales by the purchaser. Since this order also establishes maximum prices for sales by all jobbers to jobbers and retailers, each jobber who resells any commodity covered by this order must notify his purchaser of the maximum prices established by this order for sales by the purchaser. This written notice may be given in any convenient form.

(f) Unless the context otherwise requires, the definitions set forth in § 1499.20 of the General Maximum Price Regulation shall apply to the terms used herein.

(g) This Order No. 1853 may be revoked or amended by the Price Administrator at any time.

This Order No. 1853 shall become effective on the 12th day of July 1944.

Issued this 11th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10183; Filed, July 11, 1944; 11:52 a. m.]

Regional and District Office Orders.

[Region VI Order G-5 Under RMPR 122, Amdt. 8]

SOLID FUELS IN TWIN CITIES AREA, MINN.

Amendment No. 8 to Order No. G-5 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Maximum prices for solid fuels sold in the Twin Cities Area.

Pursuant to the authority vested in the Regional Administrator of Region VI by § 1340.260 of Revised Maximum Price Regulation No. 122, and for reasons stated in the opinion issued simultaneously herewith, *It is ordered:* That Item VIII of the price schedule set forth in paragraph (c) of Order No. G-5 be and it is hereby amended to read as follows:

(c) *Price schedule.* * * *

SCHEDULE

1. Description	2. 3. Domestic coal		4. 5. Steam coal		6. 7. Dealer at yard	
	Delivered	Consumer at yard	Delivered	Consumer at yard	Domestic	Steam
VIII. Pennsylvania Anthracite: On and after June 11, 1944:						
1. Egg, stove, nut	$18.10	$17.10			$15.35	
2. Pea	16.55	15.55			13.80	
3. Buckwheat	14.75	13.75	$13.30	$12.90	12.00	$12.30

This Amendment No. 8 to Order No. G-5 shall be effective as of June 11, 1944.

(56 Stat. 23, 765, Pub. Laws 151, 78th Cong., E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 5th day of July 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44-10133; Filed, July 10, 1944; 12:23 p. m.]

[Region VII Order G-26 Under RMPR 122, Amdt. 5]

SOLID FUELS IN DENVER REGION

Order No. G-26 under Revised Maximum Price Regulation No. 122, Amendment No. 5. Solid fuels sold and delivered by dealers. Maximum prices for solid fuels when sold by dealers within specified trade areas in Region VII.

Pursuant to the Emergency Price Control Act of 1942, as amended, and §§ 1340.259 (a) and 1340.260 of Revised Maximum Price Regulation No. 122, and for the reasons set forth in the accompanying opinion, this Amendment No. 5 to order G-26 is issued.

1. This Amendment No. 5 is the first and only amendment to Order G-26 that affects Appendix XXII in any manner whatsoever.

2. The "Table of Maximum Prices", as set forth in paragraph (3) of Appendix XXII, is hereby amended to read as follows:

TABLE OF MAXIMUM PRICES

Kind and letter designation	Size	Delivered prices per ton
Bituminous coal produced in District 20: Sub-district 1, Castlegate.	(A) #2-8" and 10" lump	$9.20.
	(B) #3-3" lump, 10 x 3 and 8 x 3 stove and 1¾" lump.	$8.45.
	(C) #7-3 x 1¾" nut	$7.70.
	(D) #9-1 x ¾" (slack and) (E) #10-1¾ x 0 slack.)	$6.80 untreated. $6.95 treated.

3. This Amendment No. 5 shall become effective on the 1st day of July 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 1st day of July 1944.

J. W. PENFOLD,
Acting Regional Administrator.

[F. R. Doc. 44-10134; Filed, July 10, 1944; 12:24 p. m.]

[Detroit Order G-5 Under MPR 426, Amdt. 1]

DECIDUOUS TREE FRUITS IN WAYNE COUNTY, MICH.

Amendment No. 1 to Order G-5. Adjusting certain maximum markups of certain deciduous tree fruits sold in Wayne County, Michigan.

For the reason set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Office and Administrator of Region III by Article III, section 15, Appendix J, paragraph (I) (4) of Maximum Price Regulation No. 426 and by the Regional Administrator delegated to the Detroit District Office or District Director thereof, *It is hereby ordered:*

(1) Exhibit A attached to Order G-5 is deleted and a new Exhibit A attached hereto is substituted therefor.

This Amendment No. 1 to Order G-5 shall become effective July 3, 1944.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 3d day of July 1944.

ETHAN C. PREWITT,
Acting District Director.

EXHIBIT A.—TABLE OF MAXIMUM MARK-UPS FOR DISTRIBUTIVE SERVICES OF SWEET CHERRIES TO BE ADDED TO MAXIMUM DELIVERED PRICES (SEE COLUMN 5 OF TABLE B)

Col. 1 Item No.	Col. 2 Commodity	Col. 3 Unit	Col. 5a Sales by primary receivers in less than car lots or less than trucklots—Ex-car, dock, truck or terminal sales platform.
1	Sweet Cherries	California (Items 1-6, Table 1):	
		Campbell lug 15-17 lbs.	$0.48.
		Calex lug 18-20 lbs.	$0.53.
		Lug box 23-25 lbs.	$0.61.
		All other States (Items 11-14, Table 1):	
		Campbell lug 14½-15½ lbs.	$0.46.
		Fruit Box 19½-20½ lbs.	$0.54.
		All states (Item 7-10, 15-18, Table 1): Above containers with net weight of less than or more than that specified for each container and sweet cherries packed in all other containers, and those sold loose and ungraded in any container or in bulk—per pound.	$0.18 per container for all containers over 14 lbs. plus 1¼¢ per pound. For all others 2½¢ per lb.

[F. R. Doc. 44-10131; Filed, July 10, 1944; 12:22 p. m.]

[Detroit Order G-6 Under MPR 426, Amdt. 1]

DECIDUOUS TREE FRUITS IN WAYNE COUNTY, MICH.

Amendment No. 1 to Order G-6. Adjusting certain maximum markups of certain deciduous tree fruits sold in Wayne County, Michigan.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Office and Administrator of Region III by Article III, section 15, Appendix J, paragraph (I) (4) of Maximum Price Regulation No. 426 and by the Regional Administrator delegated to the Detroit District Office or District Director thereof, *It is hereby ordered:*

(1) Exhibit A attached to order G-6 is deleted and a new Exhibit A attached hereto is substituted therefor.

This amendment No. 1 to order G-6 shall become effective July 1, 1944.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 1st day of July 1944.

ETHAN C. PREWITT,
Acting District Director.

EXHIBIT A—TABLE OF MAXIMUM MARKUPS FOR CERTAIN DISTRIBUTIVE SERVICE OF DECIDUOUS TREE FRUITS TO BE ADDED TO MAXIMUM DELIVERED PRICES

Col. 1 Item No.	Col. 2 Commodity	Col. 3 Unit	Col. 5a Sales by primary receivers in less than carlots or less than trucklots—Ex-car, dock, truck or terminal sales platform.
2	Apricots	California (item 1-6, Table 2, 2a)	
		Brentwood lug 24-26 pounds	$0.40.
		Brentwood lug with net weight of less than 24 pounds or more than 26 pounds and apricots packed in all other containers, and those sold loose and ungraded in any container, or in bulk per pound.	$0.14 per container for all containers over 23 pounds plus 9/10c per pound. For all other, 1 5/10c per pound.
		All other States (item 7-12, Table 2, 2a):	
		Northwest lug 13-15 pounds	$0.24.
		Northwest lug with a net weight of less than 13 pounds or more than 15 pounds and apricots packed in all other containers, and those sold loose and ungraded in any container, or in bulk per pound.	$0.09 per container for all over 12 pounds plus 9/10c per pound. For all other 1 5/10c per pound.
3	Plums	All (items 1-7, Table 3): Standard 4 basket crate:	
		Size 3 x 4 } 29-33	$0.46.
		Size 3 x 4 x 4 }	
		Size 4 x 4 28-32	$0.46.
		Size 3 x 4 x 5 } 26-30	$0.45.
		Size 4 x 5 }	
		Size 5 x 5 24-28	$0.41.
		Size 5 x 6 } 23-27	$0.40.
		Size 6 x 6 }	
		Standard 4 basket crate with net weight of less than or more than that specified for each of above sizes, and plums of any sold size packed in all other containers and those loose and ungraded in any container, or in bulk per pound.	$0.16 per container over 22 pounds plus 8/10c per pound for all others 1 4/10c per pound.

[F. R. Doc. 44-10130; Filed, July 10, 1944; 12:22 p. m.]

[Indianapolis Order G-3 Under MPR 154, Correction]

ICE IN INDIANA

Correction to Order No. G-3 under Maximum Price Regulation No. 154, as amended. Adjusting the maximum prices of ice sold in the State of Indiana (except Lake County), in cities of less than fifty thousand population.

Section 2 of Order No. G-3 under Maximum Price Regulation No. 154, as amended, issued on June 29, 1944, effective July 2, 1944, is corrected as follows:

The reference in said section to "April, 1943" is corrected to read "April, 1942."

This correction shall be effective as of July 2, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued July 5, 1944.

JAMES D. STRICKLAND,
District Director.

[F. R. Doc. 44-10129; Filed, July 10, 1944; 12:23 p. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 70-683]

ASSOCIATED ELECTRIC CO. AND MISSOURI SOUTHERN PUBLIC SERVICE CO.

ORDER RECONVENING HEARING AND DESIGNATING NEW TRIAL EXAMINER

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 8th day of July 1944.

Associated Electric Company, a registered holding company, and its subsidiary, Missouri Southern Public Service Company, having filed applications-declarations pursuant to sections 9 (a), 10, 11 and 12 of the act and the rules and regulations promulgated thereunder wherein it is proposed, among other things, that Missouri Southern Public Service Company sell all its physical assets to New-Mac Electric Cooperative, Inc. (a cooperative corporation incorporated in the State of Missouri) for a base cash consideration of $170,000; and

The Commission having, on March 10, 1943, ordered that a hearing be held on such matter; and a hearing having been held thereon on March 24, 1943, and said hearing having been continued subject to call; and

It now appearing to the Commission that the hearing in this matter should be reconvened; and

Paul Littlefield, the Trial Examiner previously designated to preside at said hearing, having died on April 23, 1943;

It is hereby ordered, That a further hearing be held on July 21, 1944, at 10:30 a. m., e. w. t., at the offices of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia, Pennsylvania. On such day the hearing room clerk in room 318 will advise as to the room in which such hearing will be held.

It is further ordered, That Willis E. Monty, or any other officer or officers of the Commission designated by it for that purpose, be and hereby is designated to

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preside at such hearing in the place and stead of and with the same powers and duties as the Trial Examiner previously designated to preside at such hearing. The officer so designated is hereby authorized to exercise all the powers granted to the Commission under section 18 (c) of said act and to a trial examiner under the Commission's rules of practice.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-10197; Filed, July 11, 1944; 12:53 p. m.]

[File No. 70-909]

CENTRAL INDIANA GAS CO.

NOTICE OF FILING AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 10th day of July, A. D. 1944.

Notice is hereby given that applications and declarations (or both) have been filed with this Commission pursuant to the Public Utility Holding Company Act of 1935 and particularly to sections 6 (a), 6 (b), and 12 (c), and Rules U-42 and U-44 promulgated thereunder by Central Indiana Gas Company ("Central Indiana"), an Indiana corporation and a utility subsidiary of Consolidated Electric and Gas Company ("Consolidated"), a registered holding company. All interested persons are referred to the said document, which is on file in the office of this Commission, for a statement of the transactions therein proposed, which may be summarized as follows:

Central Indiana has outstanding 40,000 shares of common stock ($100 par value), all of which is owned by Consolidated, and $3,551,000 principal amount of First Mortgage Bonds 4% Sinking Fund Series, due 1962, all of which are owned by five insurance companies. Said First Mortgage Bonds in the principal amount of $3,750,000 were sold on November 30, 1942, and were issued under an Indenture of Mortgage and Deed of Trust dated as of September 1, 1942 between Central Indiana and City National Bank and Trust Company, Trustee. There have been retired to date $199,000 principal amount of said bonds.

Central Indiana proposes to purchase and retire $301,000 principal amount of its outstanding first mortgage bonds and to change the indenture securing its remaining bonds to be outstanding, effective September 1, 1944. The $301,000 principal amount of bonds are to be purchased at 102% of the principal plus accrued interest from March 1, 1944 to September 1, 1944 and will be deemed funded. Central Indiana and the Trustee will enter into a supplemental indenture effective September 1, 1944, which will embody a number of changes, principally for the reduction in the annual interest rate on such bonds from 4% to 3¾% and changes on the optional redemption prices and the sinking fund requirements for the retirement of the bonds to remain outstanding.

Central Indiana and the holders of the presently outstanding bonds will enter into an agreement relating to the execution and delivery of the proposed supplemental indenture providing, in substance, for the consent of such holders to the action contemplated by the agreement, and for the cancellation and retirement of the $301,000 principal amount of First Mortgage Bonds to be purchased by Central Indiana.

The proposed transactions, according to the filing, will be expressly authorized by the Public Service Commission of Indiana.

It appearing to the Commission that it is appropriate in the public interest and in the interest of investors and consumers that a hearing be held with respect to said matters and that said applications and declarations shall not be granted except pursuant to further order of this Commission;

It is ordered, That a hearing on said matters under the applicable provisions of said act and rules of the Commission thereunder be held on July 25, 1944, at 10:00 a. m., e. w. t., at the offices of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia, Pennsylvania. On such day the hearing room clerk in Room 318 will advise as to the room in which the hearing will be held.

It is further ordered, That any person desiring to be heard or otherwise wishing to participate in the proceedings, shall file with the Secretary of the Commission on or before July 21, 1944, his application therefor, as provided by Rule XVII of the rules of practice of the Commission.

It is further ordered, That Charles S. Lobingier or any other officer or officers of the Commission designated by it for that purpose shall preside at such hearing. The office so designated to preside at such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of the act and to a trial examiner under the Commission's rules of practice.

It is further ordered, That the Secretary of the Commission shall serve notice of the aforesaid hearing by mailing a copy of this order to Central Indiana Gas Company, Consolidated Electric and Gas Company, City National Bank and Trust Company of Chicago, Ill., and the Public Service Commission of Indiana by registered mail; and that notice of said hearing be given to all other persons by publication of this order in the FEDERAL REGISTER.

It is further ordered, That, without limiting the scope of the issues presented by said applications and declarations, particular attention shall be directed at said hearing to the following matters and questions:

(1) Whether the proposed purchase by Central Indiana of $301,000 principal amount of its presently outstanding First Mortgage Bonds at 102% of the principal plus accrued interest from March 1, 1944 to September 1, 1944; and the proposed changes in the indenture of Mortgage and Deed of Trust dated as of September 1, 1942, between Central Indiana and City National Bank and Trust Company of Chicago, Trustee and the agreement between the company and the holders of said bonds meet the applicable requirements of the act and the rules and regulations of this Commission promulgated thereunder;

(2) Whether, if the proposed transactions are authorized, it is necessary or appropriate that terms or conditions be imposed in the public interest or for the protection of investors or consumers in connection with such authorization;

(3) Generally, whether, in any respect, the proposed transactions are detrimental to the public interest or to the interest of investors or consumers or will tend to circumvent any provisions of the Act or of any rules, regulations, or orders of this Commission promulgated thereunder.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-10198; Filed, July 11, 1944; 12:53 p. m.]

SURPLUS WAR PROPERTY ADMINISTRATION.

SALE OF CONTRACT TERMINATION INVENTORIES

STATEMENT OF POLICIES TO BE FOLLOWED BY GOVERNMENT AGENCIES

Paragraph (b) (3) of Part V (Usable Property) of the Statement of Policies dated April 21, 1944 (9 F.R. 4559) is hereby amended to read as follows:

(3) Sales of property which cannot be sold within a reasonable period of time on the terms stated in paragraph (b) (2) above should be made:

(a) To a buyer who will consume the property in the United States for manufacturing or maintenance or repair purposes and who will agree that, if he does not so consume it, he will not resell it at a profit, at the best price obtainable;

(b) If efforts to find a user buyer on a negotiated basis within a reasonable period of time are unsuccessful, then, if the items are such as are not customarily sold for civilian use in their existing form, they shall be sold on competitive bids, in which case, unless all bids are rejected, the highest bid shall be accepted.

This policy shall prevail until the Surplus War Property Administration by specific direction establishes such other sales procedures or policies (which may include a determination not to sell) with respect to specific items, such as standard consumer articles, as in its judgment are required in order to maintain orderly markets.

Washington, D. C., July 10, 1944.

W. L. CLAYTON, *Administrator.*

[F. R. Doc. 44-10230; Filed, July 12, 1944; 10:00 a. m.]

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FEDERAL REGISTER

VOLUME 9 NUMBER 140

Washington, Friday, July 14, 1944

The President

EXECUTIVE ORDER 9455

INSPECTION OF INCOME, EXCESS-PROFITS, DECLARED VALUE EXCESS-PROFITS, AND CAPITAL STOCK TAX RETURNS BY THE SELECT COMMITTEE TO INVESTIGATE THE FEDERAL COMMUNICATIONS COMMISSION, HOUSE OF REPRESENTATIVES

By virtue of the authority vested in me by sections 55 (a), 508, 603, 1204, and 729 (a) of the Internal Revenue Code (53 Stat. 1, 29, 111, 171; 54 Stat. 974, 989), it is hereby ordered that income, excess-profits, declared value excess-profits, and capital stock tax returns made under the Internal Revenue Code for the years 1939 to 1944, inclusive, shall be open to inspection by the Select Committee to Investigate the Federal Communications Commission, House of Representatives, or any duly authorized subcommittee thereof, for the purpose of carrying out the provisions of House Resolution 21 (Seventy-eighth Congress, first session), passed January 19, 1943, and subject to the conditions stated in the Treasury decision relating to the inspection of such returns by that Committee, approved by me this date.[1]

This order is supplemental to Executive Order 9448, dated June 8, 1944.

This order shall be published in the FEDERAL REGISTER.

FRANKLIN D ROOSEVELT

THE WHITE HOUSE,
July 11, 1944.

[F. R. Doc. 44-10300; Filed, July 12, 1944; 3:36 p. m.]

Regulations

TITLE 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket 5087]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

STACY WILLIAMS COMPANY, INC. ET AL.

§ 3.45 (e) *Discriminating in price—Indirect discrimination—Brokerage payments.* In connection with the purchase by the respondents (i. e., Stacy Williams, individually and as president of Stacy Williams Co., Inc.; Claude Bennett, individually and as president, secretary, and treasurer of Bennett Brokerage Co., Inc., and secretary and treasurer of Stacy Williams Co., Inc., and said Bennett Brokerage Co., Inc. and Stacy Williams Co., Inc.), or any of them, of their requirements of steel or glass containers, including tin cans, glass bottles, and various other products and commodities, in commerce, and on the part of said respondents, and their respective representatives, etc., receiving or accepting, directly or indirectly, from any seller anything of value as a commission, brokerage, or other compensation, or any allowance or discount in lieu thereof, upon purchases of steel or glass containers, tin cans, glass bottles, and various other products and commodities made by the respondents or for their account; prohibited. (Sec. 2 (c), 49 Stat. 1527; 15 U.S.C., sec. 13 (c)) [Cease and desist order, Stacy Williams Company, Inc., et al., Docket 5087, June 13, 1944]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 13th day of June, A. D. 1944.

In the Matter of Stacy Williams, Individually and as President of Stacy Williams Company, Inc.; Claude Bennett, Individually and as President, Secretary, and Treasurer of Bennett Brokerage Company, Inc., and Secretary and Treasurer of Stacy Williams Company, Inc.; Bennett Brokerage Company, Inc., a Corporation; and Stacy Williams Company, Inc., a Corporation

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission and the answer and supplemental answer of the respondents, which supplemental answer admits all the material allegations of the complaint to be true and waives all other intervening procedure and further hearing as to said facts; and the Commission having made its findings as to the facts and its conclusion that the respondents have violated the provisions of paragrap (c) of section 2 of "An act to sup-

(Continued on next page)

[1] See T. D. 5390, *infra*.

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NOTICE

The Cumulative Supplement to the Code of Federal Regulations, covering the period from June 2, 1938, through June 1, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at $3.00 per unit. The following are now available:

Book 1: Titles 1–3 (Presidential documents) with tables and index.
Book 2: Titles 4–9, with index.
Book 3: Titles 10–17, with index.
Book 4: Titles 18–25, with index.
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plement existing laws against unlawful restraints and monopolies, and for other purposes," approved October 15, 1914 (Clayton Act), as amended by Act of June 19, 1936 (Robinson-Patman Act):

It is ordered, That the respondents Stacy Williams, individually and as president of Stacy Williams Company, Inc.; Claude Bennett, individually and as president, secretary, and treasurer of Bennett Brokerage Company, Inc., and secretary and treasurer of Stacy Williams Company, Inc., and their respective representatives, agents, and employees; and respondents Bennett Brokerage Company, Inc., a corporation; and Stacy Williams Company, Inc., a corporation, and their respective officers, representatives, agents, and employees, directly or through any corporate or other device in connection with the purchase by the respondents, or any of them, of their requirements of steel or glass containers, including tin cans, glass bottles, and various other products and commodities, in commerce as "commerce" is defined in the aforesaid Clayton Act, do forthwith cease and desist from:

Receiving or accepting, directly or indirectly, from any seller anything of value as a commission, brokerage, or other compensation, or any allowance or discount in lieu thereof, upon purchases of steel or glass containers, tin cans, glass bottles, and various other products and commodities made by the respondents or for their account.

It is further ordered, That the respondents shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which they are complying and have complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON, *Secretary.*

[F. R. Doc. 44–10334; Filed, July 13, 1944; 11:13 a. m.]

TITLE 26—INTERNAL REVENUE

Chapter I—Bureau of Internal Revenue

Subchapter E—Administrative Provisions Common to Various Taxes

[T. D. 5390]

PART 458—INSPECTION OF RETURNS

INSPECTION BY SELECT COMMITTEE TO INVESTIGATE THE FEDERAL COMMUNICATIONS COMMISSION [1]

Regulations governing the inspection of income, excess-profits, declared-value excess-profits, and capital stock tax returns by the Select Committee to Investigate the Federal Communications Commission, House of Representatives. Treasury Decision 5378 supplemented.

Pursuant to the provisions of sections 55 (a), 508, 603, 729 (a), and 1204 of the Internal Revenue Code, income tax, capital stock and declared value excess-profits tax returns for the years 1939 to 1944, inclusive, and excess-profits tax returns for the years 1940 to 1944, inclusive, shall be open to inspection by the Select Committee to Investigate the Federal Communications Commission, House of Representatives, or any duly authorized subcommittee thereof, for the purpose of carrying out the provisions of House Resolution 21 (Seventy-eighth Congress, first session), passed January 19, 1943, and subject to the rules and regulations prescribed in Treasury Decision 5378, approved June 8, 1944.

This Treasury decision is supplemental to Treasury Decision 5378.

JOHN L. SULLIVAN, *Acting Secretary of the Treasury.*

Approved: July 11, 1944.

FRANKLIN D ROOSEVELT, *The White House.*

[F. R. Doc. 44–10301; Filed, July 12, 1944; 3:36 p. m.]

TITLE 30—MINERAL RESOURCES

Chapter VI—Solid Fuels Administration for War

PART 602—GENERAL ORDERS AND DIRECTIVES

[SFWA Reg. 21, Amdt. 1 to Local Adjustment 1 [2]]

ESTABLISHMENT OF DISTRIBUTION AREA

The Area Advisory Committee on Local Distribution for Area V in the State of Ohio has recommended that Hamilton County be separated from Area V and joined with the counties of Boone, Kenton and Campbell in the State of Kentucky to form a new local distribution area. The Area Distribution Manager has concurred in this recommendation, and the recommended local distribution area has been formed as Ohio-Kentucky Area I. The Committee has recommended, and it seems to be necessary, that the filing of consumer declarations by consumers in Hamilton County be deferred until the retail dealers in the new area are able to formulate plans for distribution of their coal. Accordingly, the last sentence in Local Adjustment No. 1 issued pursuant to Solid Fuels Administration for War Regulation No. 21 is amended to read as follows: "This local adjustment shall become effective June 15, 1944, in all counties in Area V except Hamilton County. This local adjustment shall not become effective in Hamilton County until August 15, 1944."

Issued this 12th day of July 1944.

C. J. POTTER, *Deputy Solid Fuels Administrator for War.*

[F. R. Doc. 44–10335; Filed, July 13, 1944; 11:33 a. m.]

[1] See E.O. 9455, *supra*.
[2] 9 F.R. 6252.

TITLE 32—NATIONAL DEFENSE

Chapter IX—War Production Board

Subchapter B—Executive Vice-Chairman

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 1010—SUSPENSION ORDERS

[Suspension Order S–578]

T. E. SCHNEIDERS' CORP.

T. E. Schneiders' Corporation of South Norwalk, Connecticut, is engaged in the business of manufacturing surgical instruments. During November and December 1943, respondent filled unrated orders totaling $17,544 for surgical instruments in preference to rated defense orders in violation of Priorities Regulation No. 1. During the third calendar quarter of 1943, the corporation received substantial allotments of certain controlled materials, and although its requirements for such materials decreased during the quarter, it failed to cancel or reduce its allotments, in violation of CMP Regulation 1. During the same quarter it ordered and received material in excess of its allowance of maintenance, repair and operating supplies in the amount of $1,445. in violation of CMP Regulation 5. In addition, on or about April 19, 1944, the respondent placed an order for 52,000 pounds of carbon steel, certifying that it was required for maintenance, repair or operating supplies, when in fact such steel was used for production, in violation of CMP Regulation 5. The corporation was familiar with the provisions of Priorities Regulation No. 1 and its violations of that regulation were wilful. The corporation's violations of CMP Regulation No. 1 and CMP Regulation No. 5 resulted from gross negligence.

These violations have hampered and impeded the war effort of the United States by diverting critical materials to uses not authorized by the War Production Board. In view of the foregoing, it is hereby ordered, that:

§ 1010.578 *Suspension Order No. S–578.* (a) T. E. Schneiders' Corporation, its successors and assigns, shall not produce any surgical instruments except to fill orders rated AA–3 or higher, unless hereafter specifically authorized in writing by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve T. E. Schneiders' Corporation, its successors and assigns, from any restriction, prohibition, or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(c) This order shall take effect on July 12, 1944, and shall expire on November 12, 1944.

Issued this 5th day of July 1944.

WAR PRODUCTION BOARD, By J. JOSEPH WHELAN, *Recording Secretary.*

[F. R. Doc. 44–10307; Filed, July 12, 1944; 5:00 p. m.]

PART 1226—GENERAL INDUSTRIAL EQUIPMENT

[Conservation Order M–28, as Amended July 12, 1944]

DICHLORODIFLUOROMETHANE

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of dichlorodifluoromethane for defense, for private account, and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense.

§ 1226.27 *Conservation Order M–28.* (a) *Definitions.* For the purpose of this order:

(1) "F–12 gas" means dichlorodifluoromethane (sometimes called "freon-12").

(2) "Person" means any individual, partnership, association, business trust, corporation, governmental corporation or agency or any organized group of persons whether incorporated or not.

(3) "Producer" means any person engaged in the production of F–12 gas.

(4) "Supplier" means any person to the extent that he is engaged in the business of distributing F–12 gas to persons using the same for installation in refrigerating or air conditioning systems. The term shall include an equipment manufacturer to the extent that he engages in the sale of F–12 gas which has not been installed in such systems. "System" means any "system" as defined in General Limitation Order L–38.

(5) "Equipment manufacturer" means any person to the extent that he uses F–12 gas for charging new refrigerating or air conditioning systems or parts of systems manufactured by him. It does not include affiliates, subsidiaries, branches, divisions or sections or an enterprise, if not actually engaged in the manufacture of systems or refrigerant containing parts of systems.

(6) "Insecticide manufacturer" means any person to the extent that he uses F–12 gas in the production of insecticide.

(7) "User" means any person who installs F–12 gas in a refrigerating or air-conditioning system, other than an equipment manufacturer. It includes

suppliers, service agencies, owners or lessees, to the extent that they engage in installing F–12 gas in any system.

(8) "Contract agent" means any person to whom or for whose account F–12 gas is delivered by a producer for distribution to suppliers.

(If the same person, or two or more branches, divisions or sections of the same enterprise, acts in two or more capacities as contract agent, supplier, equipment manufacturer, or insecticide manufacturer, the particular provisions of this order which apply to the respective activities must be followed, to the extent to which the various provisions are applicable to each activity.)

(b) *Systems for which no deliveries are permitted.* (1) No person (including users, dealers, and other suppliers, and producers) shall deliver, or accept delivery of, any F–12 gas for use in, or for resale for use in any new or used system which is of a type referred to in List A. Exceptions from this restriction may be authorized in the following cases (although this does not preclude appeals under paragraph (f) (4) in other cases):

(i) When the major portion of the space to be air conditioned is used as a radio broadcasting studio, auditorium, hotel, restaurant, cafeteria, school, office or office building, or department store, and one of the following conditions exists: The building is "windowless" or one in which the windows cannot be opened for ventilation (such as glass brick, or glass set in a fixed frame which was built into the surrounding wall in an immovable way); or the rooms needing air conditioning are interior ones having no other means of adequate ventilation and are either served by a separate system or constitute a major portion of the space regularly occupied by persons and are served by one central system; or

(ii) When the system is used to air condition a room or rooms in a single family residence or a single apartment and its continued operation is essential to protect the life or restore the health of a person suffering from a serious ailment or disease and under care of a licensed physician, and a statement to that effect by such physician is also furnished with the application referred to below.

Application for WPB permission to get F–12 gas for such a use should be made by the owner or operator of the system by letter in duplicate (or in an emergency, by wire confirmed immediately by letter) to War Production Board, General Industrial Equipment Division, Washington 25, D. C., Ref. M–28 giving the address and a description of the building(s) in which the system is located and stating the extent to which the system comes within either of the cases described above, the quantity of F–12 gas needed, and the name and address of the probable supplier. The authorization, if granted, will be sent to the applicant, who should show it to his supplier when requesting delivery.

(2) During the period from November 12, 1943, through August 31, 1944, no person (including users, dealers, and other suppliers, and producers), shall deliver, or accept delivery of, any F–12 gas for use in, or for resale for use in any new or used system of any type (not in List A) unless the system must be operated under one or more of the following conditions:

(i) Where an air-cooled condenser is used and the ambient temperature is 110° F or higher; or

(ii) Where the saturated refrigerant temperature corresponding to the suction pressure is less than minus 10° F; or

(iii) Where aluminum or magnesium alloys or rubber (except synthetic rubber) have been used in construction of the system and come in contact with the refrigerant, and are not easily replaceable; or

(iv) Where the system is for use aboard ship, or outside of the continental United States by the Army, Navy, Maritime Commission or War Shipping Administration; or

(v) Where the total operating charge required to operate the system is ten (10) pounds or less of F–12 gas and the system was in operation on November 12, 1943, and is used for food preservation or for storage of penicillin, blood serum, blood for plasma, blood plasma, biologicals and bacteriologicals; or

(vi) Where the use of no Group 2 or Group 3 refrigerants, as defined in the American Standard Safety Code for Mechanical Refrigeration, ASRE Circular No. 15, ASA–B9–1939, as approved by the American Standards Association April 20, 1939, is permitted by that Code; or

(vii) Where the system is used in a sealed railroad car or sealed bus.

(The above restrictions apply not only to systems used for ordinary civilian purposes, but also to those owned, operated, or used within the continental United States by the Army, Navy, Maritime Commission or War Shipping Administration, including post exchanges and ships service stores, other than those used aboard ships.)

(3) Attention is called to paragraph (c) (2), which prohibits a supplier from delivering F–12 gas except on certified orders.

(c) *Deliveries by suppliers.* (1) No supplier or any other person (except a producer) shall deliver any F–12 gas for export outside of the continental United States, or for use by any of the following non-retail users (or to any ship yard or other person for use in a system to be delivered to any of them), namely: The Army, Navy, Maritime Commission, War Shipping Administration, post exchanges, ships service departments and activities, equipment and insecticide manufacturers, for new or used systems, or for use in insecticide, without specific authorization from the War Production Board. Subject to the foregoing restriction, any supplier or any other person (except a producer) may deliver F–12 gas to any other person, for use in any new or used system not referred to on List A of this order, if it must be operated under one or more of the conditions stated in (b) (2) (i) to (b) (2) (vii) both inclusive.

No person shall accept from a supplier or other person any delivery of F–12 gas which is prohibited by the restriction in this order.

(2) Whenever the owner of a system or any other user wishes to obtain F–12 gas for installation in a system or systems for which deliveries by suppliers are permitted under this order, he may place his order with any supplier for the minimum quantity, which the available cylinder or cylinders permit, necessary to bring the charge in the system or systems up to a normal operating charge. He must certify his order, or the vendor's delivery receipt, by a certificate endorsed on or attached to it, showing that the F–12 gas is to be used for such purposes only, and that he is not holding any empty cylinders not owned by him, which shall be in substantially the following form:

> The undersigned purchaser certifies to the seller and the War Production Board that he does not have any F–12 gas cylinders not owned by him, which have been empty for more than 15 days; and that the F–12 gas covered by this order will not be used or resold for any purposes not permitted by Order M–28.

Such certificate, which must be signed by the purchaser or his authorized official, will constitute a representation that what is stated in it is true. A supplier must not deliver any F–12 gas except under certified orders; and he must not make delivery under any order which is certified if he knows, or has any reason to believe that the certificate furnished with such order is untrue, incomplete, or inaccurate. In such a case the supplier must reject the order, and should explain why he is doing so, so that the prospective purchaser can comply with this order. Each supplier must keep all accepted orders and certificates which he receives, for a period of two years, for inspection by the War Production Board. (Certificates in the form required by this order before its amendment on November 12, 1943, may continue to be used for 30 days after that date, in place of the above form.)

This restriction shall not prevent a person who services several systems for which deliveries are permitted by this order from purchasing a cylinder of F–12 gas from a supplier, if the amount purchased is the smallest quantity practicable considering the sizes of the standard commercial cylinders and the amount needed in his current operations.

(3) No "standby charge" or any other quantity of F–12 gas, over and above that needed to bring the total charge in a system or systems up to the normal operating charge, shall be delivered to or accepted by any person for use in a system which he owns, leases, or operates (except the Army, Navy, Maritime Commission or War Shipping Administration): except, however, that a "standby charge" may be maintained for a system which is operated primarily for one of the following purposes: air conditioning or refrigeration for the production and storage of penicillin, or blood serum; or refrigeration for the storage of blood for plasma, or the production or storage of blood plasma.

(d) *Deliveries by producers.* Each producer shall hold his entire inventory of F–12 gas, together with all additional quantities produced or otherwise obtained by him from time to time, for delivery under such orders and for such uses as may be authorized or directed from time to time by the War Production Board. No deliveries of F–12 gas shall be made by a producer except pursuant to specific authorizations or directions heretofore or hereafter issued by the War Production Board.

(e) The provisions of this order shall be followed by every producer, contract agent, supplier, user, equipment manufacturer, insecticide manufacturer, and any other person buying, selling or delivering F–12 gas, without any regard to any preference ratings which have been assigned or which may hereafter be assigned to particular contracts or orders.

(f) *Miscellaneous provisions.*—(1) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable regulations of the War Production Board, as issued and amended from time to time.

(2) *Reports.*[1] (i) Each equipment manufacturer who wishes to secure delivery of F–12 gas during any month for charging systems or parts produced by him, or for factory repair and charging of sealed or hermetic condensing units, shall file with the War Production Board, on or before the 15th day of the preceding month a report on Form WPB–3326, prepared in accordance with the instructions for such form.

(ii) Any person wishing to secure F–12 gas during any month for ultimate uses (such as testing coaxial cable for leaks) other than the charging of new or used refrigeration or air conditioning systems or parts or use in insecticide, shall file with the War Production Board, on or before the 20th day of the preceding month, a report by letter, in triplicate, showing the minimum amount required for the month, the purpose for which required, and the amount used during the preceding calendar month for that purpose.

(3) *Violations.* Any person who willfully violates any provisions of this order, or who, in connection with this order, willfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, materials under priority control, and may be deprived of priorities assistance.

(4) *Appeals.* Any appeal from the provisions of this order, or any direction thereunder, shall be made by filing a letter in triplicate, referring to the particular provision appealed from and stating fully the grounds of the appeal.

(5) *Communications.* All reports to be filed and other communications concerning this order should be addressed to: War Production Board, General Industrial Equipment Division, Washington 25, D. C., Ref. M–28.

[1] The reporting requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 12th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

LIST A—SYSTEMS FOR WHICH NO DELIVERIES ARE PERMITTED

Air conditioning systems. Any system, of any size operated or installed for the purpose of lowering the temperature and/or humidity of air in any building, room or other enclosure used as, or located in any of the following:

Amusement parks.
Animal hospitals.
Auditoriums.
Ballrooms, dancing studios and dance halls.
Bank and loan associations.
Bars, cocktail lounges, and beer parlors.
Bowling alleys.
Concert halls.
Funeral parlors.
Golf clubs, country clubs, athletic clubs, and all other clubs and club houses.
Hotels and apartment houses.
Moving picture houses.
Night clubs.
Office buildings and offices, public or private.
Railway, streetcar and bus stations and terminals.
Residential buildings and dwellings of all kinds.
Restaurants, cafeterias, and other places selling meats, food or beverages.
Schools.
Service establishments, such as laundries, cleaners and dyers, tailor shops, barber shops, "beauty" parlors, automobile sales and service shops, and repair shops of all kinds.
Skating rinks.
Stores, selling any kind of products, material or merchandise, at retail or wholesale (excluding manufacturing establishments).
Studios of all kinds.
Theaters.

This list does not include (i) any such system used primarily to air condition a building, room or other enclosure used chiefly for purposes not listed above, or (ii) any system designed, necessary and used, in substantial part, for the refrigeration and storage or processing of food, ice, or other materials or products, necessary to life or health, or to be delivered to the Army, Navy, Maritime Commission or War Shipping Administration, and requiring refrigeration, temperature control, or freedom from dust or other impurities.

Refrigeration systems.

Skating rink systems.
Refrigeration systems solely for storing or dispensing carbonated or malt beverages.

INTERPRETATION 1

[Interpretation 1 revoked November 12, 1943]

INTERPRETATION 2

(a) *Quantities which may be obtained by system owner.* Subparagraphs (c) (2) permits the owner (or lessee) of a refrigerating or air conditioning system (not on List A) who does his own installation of F–12 gas, to place his order for the minimum quantity "which the available cylinder or cylinders permit", necessary to bring the charge in his system up to a normal operating charge.

The standard commercial cylinders are generally available in sizes which contain four pounds, ten pounds, twenty-five pounds, and one hundred forty-five pounds of the gas, and a particular supplier may not have all four sizes in stock at all times. Questions will therefore arise as to the number and sizes of cylinders which the owner of a system is permitted to obtain, if the particular supplier with whom his purchase order is first placed should not happen to have the sizes of cylinder from which the minimum quantity needed by the system can be furnished the owner.

In such a case, the owner of the system should make a reasonable effort to obtain the minimum quantity which he needs, from some other supplier in his locality, rather than purchase an excessive quantity from the first supplier upon whom he calls. While the order does not prescribe rigid rules as to exactly what effort the purchaser should make in every case, it is required that he do whatever is practicable, under his particular conditions, to obtain the minimum quantity which he needs, and no more.

Where he is located in a large community in which there are a number of suppliers, he should contact several, if necessary in order to obtain the quantity needed. If he happens to be located in a small community where there is only one supplier who cannot furnish the exact quantity needed and the F–12 gas must be obtained immediately in order to avoid spoilage of a substantial quantity of food, the restriction would not prevent him from obtaining a larger amount, if that is unavoidable without letting his food spoil.

As a guide to the number and size of cylinders which should normally be obtained, for the different quantities of F–12 gas which may be needed in different cases, the following table is furnished:

Pounds of F–12 gas required	Amounts which should be ordered			
	Number of cylinders			
	4 pounds	10 pounds	25 pounds	145 pounds
0–4	1			
5–9		1		
10–14	1	1		
15–24		2 or	1	
25–29	1		1	
30–39	1	1	1	
40–49	1	2	1	
50–59		1	2	
60–69		2	2	
70–79	1		3	
80–89	1	1	3	
90–110		1	4	
111–145				1
146–170			1	1
171–195			2	1
196–220			3	1
221–245			4	1
246–290				2
291–315			1	2
316–340			2	2
341–365			3	2
366–390			4	2
391–435				3

The above interpretation applies only where the system owner buys his F–12 gas from a supplier, and installs it himself. If he has a service shop install the gas, the shop will always be able to furnish no more than the amount actually needed, from its service cylinders, and there will be no problem.

(b) *Installation of F–12 gas in systems or parts held by equipment manufacturers or dealers.* Paragraph (b) (1) prohibits deliveries of F–12 gas for systems on List A; (b) (2) prohibits deliveries for any other system, unless it must be operated under one or more of the conditions specified. These restrictions are intended to prevent deliveries of F–12 gas where there is a sale or other delivery of the gas. They prevent an equipment manufacturer or other person from delivering F–12 gas in any new or used system or refrigerant-containing parts if charged with F–12 gas furnished by him after the effective date of the applicable restriction, for any prohibited use.

These restrictions do not prevent the withdrawal and reinstallation of F–12 gas in the

course of repairing a used system or refrigerant-containing part, where no additional F–12 gas is added to what was already in the system or part.

Neither do they restrict the delivery of new or used systems or refrigerant-containing parts which had already been charged at the time the applicable restriction became effective; nor do they prevent the owner or lessee of any installed system who had F–12 gas in his possession on the effective date of the applicable restriction, from charging the system with such gas, or having someone else do this charging for him, where no transfer of possession or ownership is involved. (Issued November 30, 1943.)

[F. R. Doc. 44–10308; Filed, July 12, 1944; 5:01 p. m.]

PART 3270—CONTAINERS

[Conservation Order M–290, as Amended July 13, 1944]

CONTAINERBOARD

§ 3270.1 *Conservation Order M–290*—(a) *Definitions.* For the purpose of this order:

(1) "Mill operator" means any person who operates a congregation of pulp preparation, roll and sheet finishing equipment, paper machines and subsidiary facilities located and operated together as a single producing unit for the production of containerboard.

(2) "Containerboard" means the types and grades of paperboard classified under caption No. 211000 through 219000 in Form WPB–514, as currently revised. It shall also mean corrugated or solid fibre sheets of the kind used by "sheet plants" and "cleated-box manufacturers" in making containers or any other product. The term shall not include any item which is defined in Order P–146 as a "fibre shipping container"—such as a solid fibre (.045 or heavier) or corrugated fibre sheet or roll to be used for wrapping, packaging or otherwise protecting a product or material for shipment.

(3) "Container manufacturer" means any person (including any sheet plant operator, fibre-drum manufacturer, and any cleated-box manufacturer) who manufactures shipping containers or parts therefor, made wholly or in part from any type of containerboard.

(4) "Sheet-plant" means any container-manufacturing plant which does not have either corrugating or pasting equipment.

(5) "Cleated-box manufacturer" means any manufacturer of shipping containers made of corrugated or solid fibre sheets attached to wooden cleats.

(6) "Sheet supplier" means any container-manufacturer who supplies corrugated or solid fibre sheets to sheet-plants, whether owned by him or not.

Restrictions on Delivery and Receipt of Containerboard

(b) *Restrictions on acceptance of delivery.* On and after April 1, 1944, no person shall accept delivery of containerboard except as authorized by the War Production Board in writing.

(c) *Sheet plants and cleated box manufacturers.* Sheet plants and cleated box manufacturers who have been authorized to accept delivery of containerboard may place orders for corrugated or solid fibre sheets with sheet suppliers. If the orders have been properly certified as provided in the next paragraph the supplier may obtain the amount of containerboard which he will use to fill the orders in addition to that which the War Production Board has permitted him to receive by authorization issued directly to him. In certifying his orders for this additional containerboard the supplier shall give his customer's authorization number and date.

(d) *Delivery restrictions.* On and after April 1, 1944, no person shall deliver containerboard except on an order accompanied by a certificate, manually signed by the purchaser or an authorized official of the purchaser, in substantially the following form:

> Authorized under Order M–290. Date of authorization ———, authorization number ———.

This certificate shall constitute a representation to the War Production Board (subject to the penalties of section 35A of the United States Criminal Code) that the purchaser is authorized under this and other applicable War Production Board regulations and orders to place the delivery order and to receive the item(s) ordered for the purpose for which ordered. The standard certification of Priorities Regulation 7 must not be used instead of the certification described in this paragraph (d).

Authorizations

(e) *V-board.* Normally authorizations to accept delivery of containerboard for use in the manufacture of V-boxes will be on a monthly basis and will be issued separately on Form WPB–2492, Supplement No. 1, immediately prior to the month in which such containerboard is to be received. However, they may be issued at any other time and in any other manner (as by telegram or letter).

(f) *Containerboard other than V-board.* Authorizations to accept delivery of containerboard other than that described in paragraph (e) above will be either:

(i) *"Basic authorizations"* which will permit the acceptance of a specific amount of containerboard;

(ii) *"Incentive authorizations"* which will permit the acceptance of an indefinite amount of containerboard during a particular quarter. These incentive authorizations will be identified by the inclusion of the letter "X" in the authorization number. They will be issued to consumers of containerboard whose rating patterns as reported to the War Production Board on Form WPB–3077 are above average.

Both basic and incentive authorizations will generally be issued on Form WPB–2492 on a quarterly basis prior to the beginning of the pertinent quarter. They may, however, be issued at any other time and in any other manner, such as by telegram or letter.

(g) *Specifications of suppliers and delivery date; cancellation or amendment of authorizations.* (1) The authorizations described in paragraphs (e) and (f) above may specify the supplier with whom all or part of the authorized orders may be placed and the date as of which said orders are to be delivered.

(2) The War Production Board may cancel or amend any authorization for the purchase of containerboard at any time prior to its complete fulfillment.

(h) *Acceptance of authorized orders.* No person shall fill any order certified as carrying an incentive authorization in any calendar quarter during which he has not previously shipped on "V-board", "basic authorization" and "small delivery" (see paragraphs (i) and (j)) orders, a tonnage of containerboard equal to at least ninety-five percent of his "proposed machine production" of containerboard for that quarter, as reported in Column A of Form WPB–2973. "V-board" and "basic authorization" orders will be identifiable by the fact that they will not have the letter "X" in the authorization number which must be set forth in the certificate provided by paragraph (d). "Small delivery" orders will be identifiable by the special certificate provided in paragraph (i).

NOTE: Paragraphs (i) through (m), formerly (b) through (j), redesignated July 13, 1944.

Exceptions for Small Deliveries

(i) *Purchasers.* A person who accepts delivery of less than 2½ tons of containerboard from all sources in any calendar quarter shall not be required to obtain the written authorization of the War Production Board to get containerboard in that quarter. However, when he buys in lots of more than fifty pounds he must accompany his order with a certificate in the following form:

> The undersigned certifies that the amount of containerboard delivered to him and ordered for delivery to him during the calendar quarter in which delivery of this order is to be made (including the amount specified in this delivery order), does not exceed 2½ tons.

Any person may accept delivery of containerboard in lots of less than fifty pounds without the authorization of the War Production Board and without filing the foregoing certificate.

(j) *Suppliers.* Any supplier of containerboard may deliver it to a person purchasing in accordance with the preceding paragraph (i) regardless of the provisions of paragraph (d) of this order.

Directions

(k) *Directions.* The War Production Board may, from time to time, issue directions of the following kinds:

(1) *Mill production.* Directions requiring that all or any part of any mill operator's containerboard production during any period shall be in specified types and grades. Such directions will not be inconsistent with Order M–93 or actions taken under that order.

(2) *Mill shipment.* Directions requiring that all or any part of any mill operator's containerboard production shall be shipped (in such quantities, types, and grades as may be specified) to specified persons and at specified times, whether or not the containerboard is produced for other persons.

(3) *Sheet-supplier shipments.* Directions requiring that all or any part of any sheet-supplier's supply of containerboard sheets shall be shipped in such quantities, types, and grades as may be specified, to specified sheet-plants or cleated-box manufacturers.

(4) *Observance of directions.* Directions issued pursuant to this paragraph (k) shall, to the extent stated therein, take precedence over other deliveries of containerboard. The War Production Board may (with or without conditions) rescind or modify any directions issued pursuant to this paragraph (k) in any case in which it decides that there are special circumstances which would cause fulfillment of the direction to be impractical: In order to receive consideration, such special circumstances must be presented by telegram or letter to the War Production Board within seventy-two hours after they have arisen. If the War Production Board shall, after receipt of such facts, not give its written approval to an application for rescission or modification of a direction, the direction shall be fulfilled in accordance with its original terms.

Unless the War Production Board specifically permits him to do so, in writing, no mill operator or other supplier shall require customers to deliver waste in return for containerboard shipped on any authorized order.

Restrictions on Use of Authorized Containerboard

(l) *Use of authorized or directed containerboard.* Authorizations or directions issued under paragraphs (e), (f), or (k) may specify the use to which all or any part of the authorized or directed containerboard may be put. In such cases, no person shall use any such containerboard except for the purpose specified. This prohibition does not, however, prevent the substitute use of any equivalent amount of containerboard of suitable grades.

(m) *Production directions.* The War Production Board may, from time to time, direct any person to fill any designated order or class of orders involving the use of containerboard and to use in filling that order, any allocated or unallocated containerboard available to him.

(n) *Limitations on production of fabricated containerboard products.* No consumer of containerboard shall put into process, during any calendar month, more than the following amount of containerboard:

(1) 36⅔ per cent of his basic authorization (see paragraph (f) (i)) of containerboard for the quarter in which the month in question falls, plus

(2) The amount of containerboard which was in his inventory on the first day of that month.

Within these limitations, consumers of containerboard must accept and fill orders for fabricated products in accordance with Priorities Regulation No. 1.

Ratings

NOTE: Paragraph (o), formerly (k), redesignated July 13, 1944.

(o) *Prohibition against use of ratings.* No person shall use any rating to get containerboard and no person selling containerboard shall require a rating as a condition of sale. Any rating purporting to be applied or extended to containerboard shall be void and no person shall give any effect to it in filling an order.

Inventory Restrictions

(p) *Inventories.* No person shall knowingly deliver to any person, and no person shall accept delivery of any quantity of containerboard if the total inventory in the hands of the person accepting delivery is, or by virtue of acceptance will become, either (1) in excess of two carloads, or (2) in excess of his reasonably anticipated requirements for the next thirty days, whichever is greater.

(q) *Amounts of containerboard which may be ordered.* No person may place orders for more containerboard than he has been authorized to receive under this order, regardless of whether or not he intends to cancel or reduce some of his orders before they are delivered.

In addition, authorized purchase orders must specify delivery at a time when a person reasonably anticipates that he will be entitled to receive the amount of containerboard he has ordered within the inventory limitations of Priorities Regulation No. 1 or of paragraph (p) of this order, whichever is the more restrictive.

Applications and Reports

NOTE: Paragraph (r), formerly (l), redesignated July 13, 1944.

(r) *Applications for permission to receive containerboard.* Each person requiring authorization to accept delivery of containerboard during any calendar quarter shall file application on Form WPB–2492 in the manner and at the time stated in the instructions on that Form.

(s) *Reports required from all container manufacturers.* Each container manufacturer who requires authorization for the acceptance of containerboard (i. e. all those who are not exempt from this requirement under paragraph (i)) shall report to the War Production Board on Form WPB–3077 in accordance with the instructions appearing on that form.

(t) *Reports by manufacturers of V-boxes.* In addition to the reports required by paragraphs (r) and (s), above each manufacturer of V-boxes shall, on or before the 10th day of each month, report to the War Production Board on Form WPB–2492–Supplement No. 1, in accordance with the instructions on that form.

NOTE: Paragraphs (u) through (z), formerly (n) through (s), redesignated July 13, 1944.

(u) *Budget approval.* The reporting requirements set forth in paragraphs (r), (s) and (t) of this order have been approved by the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

(v) *Other reports.* All persons affected by this order shall execute and file with the War Production Board, such other reports and questionnaires as said Board shall from time to time request subject to the approval of the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

Miscellaneous

(w) *Multiple function organizations.* Where any person (including any parent subsidiary organization) engages in two or more of the types of operations subject to this order (for instance, if he is both a producer or supplier and a converter of containerboard), the provisions of this order applicable to each type of function shall apply separately to his operations of that type. For example, a container-manufacturer may not receive containerboard from his own mill without an authorization; or part or all of that mill's production may be made the subject of a direction under paragraph (k).

(x) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order wilfully conceals a material fact, or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(y) *Applicability of regulations.* This order and all transactions affected hereby are subject to all applicable War Production Board regulations, as amended from time to time.

(z) *Communications to War Production Board.* All reports required to be filed hereunder and all communications concerning this order, shall, unless otherwise directed, be addressed to: War Production Board, Paperboard Division, Washington 25, D. C., Ref.: M–290.

Issued this 13th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

INTERPRETATION 1

Paragraph (b) of Order M–290 provides that no person shall accept delivery of con-

tainerboard except as authorized by the War Production Board in writing. This prohibition is not only applicable to container manufacturers, sheet plants, cleated box manufacturers, etc., but covers any person who requires the materials defined as containerboard by paragraph (a) (2) for any purpose. For instance, manufacturers of insulation, cedar closets, filing cabinets, and all other users of containerboard are barred from accepting delivery of this material without authorization. Pursuant to paragraph (d) a person who delivers containerboard to any person (not alone container manufacturers) except on an order certified as provided in that paragraph is in violation of Order M-290.

The material defined as containerboard in paragraph (a) (2) is any grade of paperboard classified under caption No. 211,000 through 219,000 in Form WPB-514 and any corrugated or solid fibre sheets of the kind used by sheet plants and cleated box manufacturers in making containers or any other product. If the sheets are of a kind used by sheet plants or cleated box manufacturers, they are covered by the order and cannot be acquired without authorization, regardless of whether they are to be used for the fabrication of containers or not.

Cases falling within the "small deliveries" exceptions provided by paragraphs (i) and (j) of the order are an exception to this rule. In addition, attention is called to the fact that items which fall within the definition of "fibre shipping containers" in Order P-146 are excluded from the definition of "containerboard" in Order M-290. (Issued Apr. 12, 1944.)

[F. R. Doc. 44-10338; Filed, July 13, 1944; 11:41 a. m.]

PART 3296—SAFETY AND TECHNICAL EQUIPMENT

[General Limitation Order L-39, as Amended July 13, 1944]

FIRE PROTECTIVE, SIGNAL AND ALARM EQUIPMENT

The fulfillment of requirements for the defense of the United States has created shortages in the supplies of materials entering into the production of fire protective, signal and alarm equipment, for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3296.1 *General Limitation Order L-39*—(a) *Definitions.* For the purpose of this order:

(1) "Fire protective equipment" means: sprinkler systems, couplings, playpipes and allied fittings, fire hose, fire hydrants, fire pumps, hose dryers, hose racks, indicator posts, lightning protection systems, piped extinguishing systems, portable fire extinguishers including back pack types, foam generators, stirrup pumps, water spray nozzles, and all other fire protective equipment for preventing or extinguishing fires, excepting self-propelled motorized fire apparatus and auxiliary units including trailer, skid, front mounted and portable apparatus.

(2) "Signal and alarm equipment" means the following types of equipment:

(i) All types of signal or alarm systems or equipment designed for protective purposes, such as: fire, police and burglar alarm systems, watchmen's time recording systems, intrusion systems, and boundary protection systems, whether such systems are central station, proprietary, auxiliary or local; recording locks; and portable watch clocks.

(ii) All types of paging and call systems (other than intercommunicating systems), such as doctor and nurse call systems and factory paging systems.

The term does not include air raid warning devices.

(3) "Dry-pendant sprinkler head" means a sprinkler head for use in a pendant position on a dry pipe system and permanently attached to an extension nipple so as to exclude water from the nipple.

(4) "Incendiary bomb control equipment" means any pump, device, instrument, or material designed for the removal, control or extinguishment of incendiary bombs.

(5) "Stirrup pump" means a manually operated pump used to draw water or other liquid from a separate container to extinguish or control fires.

(6) "Air raid warning device" means any siren, whistle, horn, diaphone, signal or device used or intended for use to warn or signal civilians in connection with air raids or other war hazards.

(7) "Copper base alloy" means any alloy in the composition of which the weight of copper equals or exceeds 40 percent of the weight of all metal in the alloy.

(b) *General restrictions*—(1) *Restrictions on use of scarce materials.* Except as provided in paragraph (c) of this order, no person shall incorporate in any fire protective, signal or alarm equipment, air raid warning device, or parts thereof, any aluminum, bismuth, cadmium, chromium, copper, monel metal, nickel, tin, or alloy of any such metals, asbestos, rubber or synthetic rubber, except to the extent permitted in Appendix A hereof.

(2) [Deleted July 13, 1944]

(3) *Restrictions on foam extinguishers.* No person shall purchase or accept delivery of any foam extinguisher except for use in the protection of inflammable liquids, and no person shall sell or deliver any foam extinguisher which he knows or has reason to believe will be used in violation of this paragraph (b) (3).

(4) *Restrictions on manufacture of alkali metal (loaded stream) extinguishers.* No person shall in any quarter complete the manufacture of any type of alkali metal salt solution (loaded stream) extinguishers in excess of 25 percent of the total of such type (irrespective of size) manufactured by such person during the twelve month period ending November 30, 1941, except to fill purchase orders or contracts from any agency or government listed in subdivisions (i), (ii), and (iii) of this paragraph (b) (4). In determining the number of extinguishers manufactured during said twelve month base period ending November 30, 1941, extinguishers manufactured to fill contracts or purchase orders from, or for delivery to any of the following shall be excluded:

(i) The Army or Navy of the United States, United States Maritime Commission, War Shipping Administration, Panama Canal, Coast and Geodetic Survey, Coast Guard, Civil Aeronautics Authority, National Advisory Committee for Aeronautics, the Office of Scientific Research and Development;

(ii) The Government of any of the following countries: the United Kingdom, Canada, and other dominions, Crown Colonies and protectorates of the British Empire, Belgium, China, Greece, the Kingdom of the Netherlands, Norway, Poland, Russia, and Yugoslavia;

(iii) Any agency of the United States Government for delivery to or for the account of any country listed above or any other country pursuant to the Act of March 11, 1941, entitled "An Act to Promote the Defense of the United States" (Lend-Lease Act).

(5) *Restrictions on manufacture of stirrup pumps.* No person shall manufacture any stirrup pump, or part thereof, except to fill purchase orders from the Army or Navy of the United States, the United States Maritime Commission, War Shipping Administration, Defense Supplies Corporation, or from any agency of the United States Government for delivery to or for the account of the government of any country pursuant to the Act of March 11, 1941, entitled, "An Act to Promote the Defense of the United States" (Lend-Lease Act).

(6) *Restriction on manufacture of soda-acid fire extinguishers.* No person shall manufacture any soda-acid fire extinguisher.

(7) *Restrictions on sale and delivery of signal and alarm equipment and air raid warning devices.* (i) No person shall sell, deliver or install any signal and alarm equipment costing $200 or more or any air raid warning device costing $25 or more except to fill the following kinds of orders:

(a) Orders from or for the account of the Army or Navy of the United States, the United States Maritime Commission or the War Shipping Administration;

(b) Orders for equipment (signal and alarm equipment and air raid warning devices) the delivery of which has been specifically authorized by the War Production Board on Form WPB-1319. (Any person receiving specific authorization on Form WPB-1319 must notify his supplier by placing on his purchase order the following certification, in addition to the certification in Priorities Regulation 7: "Delivery approved on Form WPB-1319, case no. —, under Order L-39". The supplier may get delivery of the equipment from his supplier to fill the order, if necessary, by placing the same certification on his order.)

(c) Orders for equipment the delivery of which has been specifically authorized on Form GA-1456.[1] (A person receiving an authorization for this equipment on Form GA-1456 must notify his supplier by placing on his purchase order the following certification, in addition to the certification in Priorities Regulation 7: "Delivery approved on Form GA-1456 under Direction 1 to CMP Regulation 6". The supplier may get delivery of the equipment from his supplier to fill the order, if necessary, by placing the same certification on his order.)

Cost is determined under this paragraph by taking the installed cost to the purchaser. If the equipment is leased rather than sold, cost is determined by taking the price which would be charged to the building owner if the equipment were installed and sold outright.

(ii) [Revoked Feb. 16, 1944]

(iii) In conjunction with the granting of specific authorization to receive signal or alarm equipment or air raid warning devices on Form WPB-1319, the War Production Board may also assign preference ratings to the authorized deliveries on such form. Any preference rating so assigned shall be applied and extended only in accordance with the terms of Priorities Regulation 3.

(8) *Restriction on the manufacture of signal or alarm equipment.* Except upon specific authorization by the War Production Board, no person shall manufacture, install, deliver or accept delivery of any smoke, fire, or intrusion detector employing photo-electric principles, except to fill purchase orders from a purchaser listed in paragraph (b) (4) of this order and unless such item is for use on board ship.

(9) *Restrictions on the manufacture of air raid warning devices.* No person shall manufacture, sell, purchase, deliver, install or accept delivery of any air raid warning device which requires for its operation a motor in excess of three (3) horse power.

(10) *Restrictions on sale and delivery of cotton rubber-lined fire hose.* No person shall sell or deliver any new cotton rubber-lined fire hose except to fill the following kinds of orders:

(i) Orders bearing a preference rating of AA-5 or higher;

(ii) Orders which had been placed prior to August 23, 1943, and which bear a preference rating of A-9 or higher; or

(iii) Orders from distributors. (Distributors may sell or deliver only to persons to whom sale or delivery is authorized to be made by this paragraph (b) (10).)

No person shall purchase or accept delivery of any cotton rubber-lined fire hose if he knows or has reason to believe that the sale or delivery of such hose is prohibited by this paragraph.

(11) *Restrictions on manufacture of incendiary bomb control equipment.* Effective thirty days after January 20, 1943, no person shall manufacture any incendiary bomb control equipment, except when and to the extent authorized by the War Production Board pursuant to application on Form PD-740, or to the extent permitted by paragraph (b) (5) of this order.

(c) *Exceptions to paragraph (b) (1).* The restrictions of paragraph (b) (1) shall not apply to:

(1) Brass fire hose couplings, provided that such couplings are delivered to or for the account of:

(i) The Army or Navy of the United States, the United States Maritime Commission or the War Shipping Administration, and are for use on board ship; or

(ii) Any person whose purchase order bears a rating which was assigned for the specific couplings on Form WPB-646 (formerly Form PD-300); or

(iii) The Panama Canal; or

(iv) Any person for use on board ships warranted by the United States Maritime Commission.

(2) Carbon dioxide extinguishers manufactured in accordance with specifications of the Army or Navy of the United States, the United States Maritime Commission, or the War Shipping Administration.

(d) *Representations on orders from government agencies.* Any purchase order or contract from any agency or government named in subparagraphs (i), (ii), or (iii) of paragraph (b) (4) of this order shall constitute a representation that the conditions exist under which such purchase order or contract may be filled within the terms of this order. Said representation may be relied upon by the person with whom the purchase order or contract is placed and by his subcontractors and suppliers.

(e) *Violations.* Any person who willfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(f) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter in triplicate, referring to the particular provision appealed from and stating fully the grounds of the appeal.

(g) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable regulations of the War Production Board, as amended from time to time.

(h) *Correspondence.* Reports to be filed and other communications concerning this order shall be addressed to the War Production Board, Safety and Technical Equipment Division, Washington 25, D. C., Ref.: L-39.

Issued this 13th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

APPENDIX A

In accordance with the provisions of paragraph (b) (1) of this order, the materials named in this Appendix A may be incorporated in the manufacture of fire protective equipment signal or alarm equipment, and air-raid warning devices, and in component parts thereof, to the extent indicated in this Appendix A:

(1) Aluminum, only to the extent permitted by Supplementary Order M-1-l or by any specific authorization under that order.

(2) Bismuth:

(i) As a component of fusible link alloy;

(ii) Up to five and one-half (5½) per cent in solder.

(3) Cadmium, only to the extent permitted by General Preference Order M-65 or by any relief granted on an appeal taken under that order.

(4) Chromium, in alloy steel for any part;[2] and in plating to the extent essential to the efficient functioning of the parts plated.

NOTE: Subparagraphs redesignated July 13, 1944.

(5) Copper or copper base alloys (where copper base alloys are permitted, the alloys used shall be of the lowest type and grade that are practical for the particular application) in:

(i) Pumps for vaporizing liquid extinguishers;

(ii) Lock nuts on removable hose connections;

(iii) Bodies, ends, inner chambers, valves and their component parts for vaporizing liquid and loaded stream extinguishers;

(iv) Either collars or caps (but not both) on any 2½-gallon foam extinguisher; and in any part of 2½-gallon foam extinguishers which are produced to fill orders from or for the account of the Army or Navy of the United States, the Coast Guard, the United States

[1] Authorization on Form GA-1456 is issued for approved construction projects upon application on Form WPB-617, and persons needing signal and alarm equipment or air raid warning devices for use in a project should ask for the equipment on their project application. However, when a person wishes only to get this equipment for installation in an existing structure and no other construction is involved, he should follow these rules:

1. If the cost of installation materials is not more than $500, the application should be filed on Form WPB-1319.

2. If the cost of installation materials is more than $500, the application should be filed on Form WPB-617.

"Installation materials" include such items as wire, tubing and conduit used to install the equipment in the structure, but of course the equipment itself is not included.

[2] The War Production Board is at present restricting the types and grades of alloy steel, other than National Emergency Triple Alloy Steel (nickel-chromium-molybdenum), that may be produced for particular end uses. If a manufacturer desires to have alloy steel of a restricted type or grade produced for him, the matter should be discussed with the Steel Division of the War Production Board, Washington 25, D. C.

Maritime Commission or the War Shipping Administration, when the extinguishers are for shipboard use and when the use of copper or copper base alloy is required by the specifications (including performance specifications) applicable to the order;

(v) Fittings, strainers, syphon tubes and valves for carbon dioxide and gas operated dry powder extinguishers;

(vi) Any part of couplings for suction hose, linen hose, chemical hose, booster hose, and potable water purification plants, but in no case shall the alloy used for castings contain more than 74 per cent copper and 2 per cent tin;

(vii) The following parts of couplings for cotton rubber-lined fire hose: Any part for any type of coupling in sizes other than 1½" and 2½"; snap clamps, clamp pins, and wire springs for "Jones" type couplings in 1½" and 2½" sizes; latch assemblies for "British" type couplings in 1½" and 2½" sizes; swivels and wires for screw type couplings in 1½" and 2½" sizes; but in no case shall the alloy used for castings contain more than 74 per cent copper and 2 per cent tin;

(viii) Expansion rings for any kind of hose;

(ix) Hose and hydrant adapters;

(x) Any part of siamese connections, wyes and steamer connections; and any part of fittings for hose reels and standpipe connections; but in no case shall the alloy used for castings contain more than 74 per cent copper and 2 per cent tin;

(xi) Playpipes made only from drawn, brazed sheet or cast brass;

(xii) Nozzles, and nozzle tips, except tips and handles for portable deluge nozzles; but in no case shall the alloy used in castings contain more than 74 per cent copper and 2 per cent tin.

NOTE: Paragraphs (xiii), (xiv) and (xv), formerly (xvii), (xviii), and (xix), redesignated July 13, 1944.

(xiii) The following hydrant fittings to the extent essential to their efficient functioning; valve seats, discs, guides, operating valve stems, stuffing boxes, bushings, rivets, retainer rings, and outlet nipples;

(xiv) The following indicator post and valve fittings to the extent essential to their efficient functioning: Valve stems; seats; discs; packing glands; glands of bonnet openings; extension stem operating washer, nut and target mechanism;

(xv) Parts of portable generators, engines and fixed piped systems to the extent essential to their efficient functioning (The parts referred to herein include generator bodies except bases, shut-off valves except handles, screens, check valves, inner chambers, heads, stopples, closing and other operating mechanisms.);

NOTE: Paragraphs (xvi) through (xxi), formerly (xxi) through (xxvi), redesignated and (xx) deleted, July 13, 1944.

(xvi) Valve seats, discs, stems, guides, and clapper arms;

(xvii) The following parts of automatic sprinkler systems and signal or alarm equipment: Actuating, indicating, and recording units of alarm or signal systems; condenser parts; contacts; diaphragm assemblies; labels of inspection laboratories; links; tubing and fittings; valves not over 2 inches; wire and cables; impellers and rings for fire pumps and for water flow alarms; deflectors on any sprinkler heads if made of casting, but the alloy shall not contain more than 74 per cent copper and 2 per cent tin; all other parts of open and closed sprinkler heads, but the alloy for frames for closed heads shall not contain more than 86 per cent copper and 6 per cent tin, the alloy for frames for open heads shall not contain more than 74 per cent copper and 2 per cent tin, and the alloy for lever arms shall contain no tin and not more than 74 per cent copper.

(xviii) Impellers, retaining rings and bushings for fire pumps;

(xix) Watchmen's time recording systems where required for efficient functioning;

(xx) The following parts of air raid warning devices: motors up to three horse power, actuating units, wire and cable, control and reducer valves only to the extent necessary to the efficient functioning thereof.

(xxi) Name and identification plates of a gauge of .03125 inch or less for fire extinguishers which are to be used in aircraft or on board ship.

(6) [Revoked.]

(7) [Deleted May 1, 1944.]

(8) Nickel, in signal or alarm systems as a component of bi-metal thermal discs for thermostats, as plating for protection against corrosion where magnetic properties of nickel are essential, as a component of wire wound resisters, as a component of thermocouple wire and as a component of permanent magnets; in signal or alarm systems for plating component parts of control mechanisms essential to the efficient functioning of the system, where less critical material as a substitute would not be suitable; and in alloy steel for any part.[2]

(9) Tin:

(i) As a component of fusible link alloy; and in dry pipe valve seat rings, but not to exceed fifty per cent in weight;

(ii) In copper base alloys the use of which is permitted by paragraph (5) hereof, but only where no tin-free alloy can be used, and only to the extent permitted by General Preference Order M-43;

(iii) Up to ten per cent by weight in metal for coating steel shells for vaporizing liquid extinguishers;

(iv) In solder, provided that the tin content does not exceed that permitted by General Preference Order M-43;

(v) As a component of foil for use in anti-intrusion and anti-sabotage systems, to the extent essential to the efficient functioning of the equipment, provided that the use of tin for this purpose is properly authorized under General Preference Order M-43.

(10a) [Deleted May 1, 1944.]

(10b) [Deleted May 1, 1944.]

(11) Monel metal:

(i) In balls for check valves in dry pipe valves, accelerating equipment, and water flow alarms for automatic sprinkler systems;

(ii) In helical springs for fire detecting thermostats;

(iii) In vanes and pressure type flexible joints for water flow alarm devices.

(iv) In screens in marine type strainers and nozzles to fill orders from or for the account of the United States Navy when required by the applicable specifications.

(12) [Deleted May 1, 1944]

(13) Asbestos:

(i) In gaskets for hydrants, fixed or portable foam applicator pipes, and alarm systems.

(ii) As packing for vaporizing liquid extinguishers.

(14) Rubber and synthetic rubber, to the extent permitted by Rubber Order R-1, as amended, or to the extent permitted by any relief granted pursuant to an appeal taken in accordance with the provisions of that order.

[F. R. Doc. 44-10337; Filed, July 13, 1944; 11:42 a. m.]

Chapter XI—Office of Price Administration

PART 1351—FOOD AND FOOD PRODUCTS

[RMPR 271, Corr. to Amdt. 17]

POTATOES AND ONIONS

In Table 7 in Amendment 17 the last item in the column under states, is corrected to read as follows:

Oregon (counties of Crook, Deschutes, Klamath and Lake), and all other states.

This correction shall be effective as of July 4, 1944.

Issued this 13th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-10355; Filed, July 13, 1944; 11:55 a. m.]

PART 1351—FOOD AND FOOD PRODUCTS

[MPR 329,[1] Amdt. 19]

PURCHASES OF MILK FROM PRODUCERS FOR RESALE AS FLUID MILK

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 1351.404 (d) is amended to read as follows:

(d) (1) "Purchaser" means any person who buys "milk" from a producer for resale. It refers to any branch, division, subsidiary, affiliate, or portion of a business organization, whether corporate or otherwise, purchasing "milk" from producers in a particular market as distinguished from purchases or other operations in different localities.

(2) For the purposes of this regulation "purchaser" includes a farmer's cooperative, whether or not it takes title, with respect to "milk" received by it from, or delivered to it by, a member or non-member producer, and with respect to which "milk", it is not a producer as defined in paragraph (c) of this section.

This amendment shall become effective July 17, 1944.

Issued this 13th day of July 1944.

CHESTER BOWLES,
Administrator.

Approved: July 5, 1944.

GROVER B. HILL,
Acting War Food Administrator.

[F. R. Doc. 44-10356; Filed, July 13, 1944; 11:53 a. m.]

PART 1381—SOFTWOOD LUMBER

[MPR 19A,[2] Amdt. 2]

LOG-RUN SOUTHERN PINE LUMBER

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation 19A is amended in the following respect:

A new section 10 is added to read as follows:

SEC. 10. *Permission to sell "special cuttings"*—(a) *Who may apply.* Mills may apply to the Regional Office of the Office of Price Administration, for permission to use the price for "special cuttings", in sales to registered buyers, if the mill is cutting specially for the following items: Railroad material, including bridge and car material for use by railroads or car shops; crossarms or paving block stock.

(b) *Prices.* "Special cutting" prices will be simple, uniform sets of prices, issued by letter, for broad classes of special items, usually with not more than two or three prices in all. They will not be based on the prices or differentials in Second Revised Maximum Price Regulation 19, but rather on a fair relation to the level of regular log-run prices. Unless it can be shown that the effect of separating the special cuttings is that the remainder is a fair log-run quality, an appropriate reduction in the regular log-run price for the remainder will be made.

(c) *Registration of buyers and sellers.* Only registered mills may sell, and only registered buyers may buy, on the special-cuttings price. Registration numbers will be issued by the Regional offices, and the numbers of *both* buyer and seller must appear on the billing. Note that this system does not tie any buyer to any seller, since any seller authorized to use a special cuttings price for a certain item can sell at that price to any buyer authorized to pay that particular price.

(d) *Contents of mill's application.* A mill's application for registration will be considered only if it contains all of the following information:

(1) An exact description, and the estimated percentage of your out-turn, of each of the special cuttings for which you want a separate price. (An inspection of the mill and its timber and special cuttings may be made by an OPA representative.)

(2) How long have you been selling this item at a separate price?

(3) Are you able and willing, as seller of the lumber, to take personal responsibility for the accuracy of your separation of your lumber into these separate items? Who will do the actual separating, and what is his experience in dealing with the special cutting?

(e) *Buyers' registration.* Regional offices may issue buyers' registration numbers on request to buyers who apply to the Regional offices for permission to buy at special cuttings prices. The application should show how long the buyer has been buying the special cuttings and why it is necessary for him to buy on this basis (describing the use to which the special item is to be put).

Wholesalers, concentrators and distribution yards must also be registered as buyers before they may buy at these prices. They must show in their applications that they have regular contracts with registered buyers to fill (giving the names and locations of these buyers), the amount of these cuttings which they furnished to buyers in 1943, and the average amount of these cuttings which they carried in stock in 1943.

(f) *Buyers records.* Every buyer who in any mouth buys any lumber on a special cuttings basis must keep a record for two years of how much lumber he bought during the preceding month from each mill authorized to sell special cuttings, giving the exact footage, by individual mills, of each specially priced item, and of any other lumber bought from the same mills.

(g) *Billing.* A seller using prices for special cuttings must himself prepare and give to the buyer a signed tally giving the footage of each item for which he is authorized to charge a separate price. If this is not done, and if the buyer's and seller's registration number does not appear on the billing, the maximum price goes back to the regular log-run price. The buyer must keep the original of all these billings on file and also the corresponding settlement sheet.

(h) *Cancellation.* Authority to sell or buy at special cuttings prices may be cancelled by letter at any time, if, in the judgment of the Administrator, the lumber is shipped or accepted off-grade enough to indicate either incompetence to grade or intentional up-grading, or if the authority is being used in any other way to evade the ceiling. Authority will also be cancelled for failure to conform to the reporting and billing provisions in paragraphs (f) and (g). Periodic official inspection at the mills and buying plants will be made.

This amendment shall become effective July 18, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 13th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-10357; Filed, July 13, 1944; 11:53 a. m.]

PART 1390—MACHINERY AND TRANSPORTATION EQUIPMENT

[MPR 375,[1] Amdt. 3]

SALES OF USED INDUSTRIAL SEWING MACHINES AND RENTAL RATES FOR NEW AND USED INDUSTRIAL SEWING MACHINES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 1390.161 (a) is amended to read as follows:

(a) *Reports of additions to stock and offering and selling prices*—(1) *Who must file inventory reports.* Inventory reports must be filed by every person engaged in the business of buying and selling used industrial sewing machines. In addition, these reports must be filed by any person who sells any used industrial sewing machine as an exclusive agent for the owner. However, these inventory reports need not be filed either by an auctioneer or by a person who sells the used industrial sewing machine for the owner as other than an exclusive agent. For the purposes of this paragraph, a person is an exclusive agent for the owner when he is the only one whom the owner has authorized to sell the used industrial sewing machine.

(2) *Who must file sales reports.* Sales reports must be filed by every person engaged in the business of buying and selling used industrial sewing machines. In addition, sales reports must be filed by every person who sells a used industrial sewing machine as an agent, broker or auctioneer for the owner.

(3) *Method of filing where both an inventory and a sales report is required.* Inventory and sales reports must be filed on Form OPA-2:10:P1 Revised (Form WPB-2574). Copies of this form may be obtained from any War Production Board District Office. Five copies are to be made of the inventory report. Three copies of the inventory report must be filed with the District Office of the War Production Board which is located in the District in which the place of business of the person filing the report is located. These three copies must be filed within five days after the acquisition of the machine or part. Inventory is reported by filling in items 1 to 16, inclusive, of the form. The original of the inventory report must be completed by filling in items 17 and 18 of the form, when the used industrial sewing machine is sold or otherwise disposed of. The fifth copy must also be completed and retained in the files of the person filing the reports for so long as the Emergency Price Control Act of 1942, as amended, remains in effect. Within five days of the sale or other disposition of the used industrial sewing machine, the completed original form must be filed with the District Office of the War Production Board which is located in the District in which the seller's place of business is located. This filing constitutes the sales report.

(4) *Method of filing where only a sales report is required.* Where only a sales report is required, two copies must be made of the report. This report must have items 1 to 18, inclusive, of Form OPA:2:10:P1 Revised (Form WPB-2574) filled in. Within five days of the sale of the used industrial sewing machine, the completed original report must be filed with the District Office of the War Production Board which is located in the District in which the place of business of the person filing the report is located. The copy of this report must be retained in the files of the person filing the report for so long as the Emergency Price Control Act of 1942, as amended, shall remain in effect.

(5) *Reports by government agencies.* Inventory and sales reports need not be

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 2038, 2874, 3252, 3612, 4726, 5933, 5907, 6737, 8063, 9884, 10731, 13721, 15704, 16296; 9 F.R. 611, 2007.

[2] 9 F.R. 2922, 2047.

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 5887, 7114; 9 F.R. 3855, 4196.

filed by any Federal, State, county or municipal government, or any agency thereof.

This amendment shall become effective July 18, 1944.

NOTE: All reporting and record keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the provisions of the Federal Reports Act of 1942.

Issued this 13th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10360; Filed, July 13, 1944; 11:54 a. m.]

PART 1390—MACHINERY AND TRANSPORTATION EQUIPMENT

[MPR 465,[1] Amdt. 5]

USED PRESSURE VESSELS AND USED ENCLOSED ATMOSPHERIC PRESSURE VESSELS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 12a is amended to read as follows:

SEC. 12a. *Reports of additions to stock and offering and selling prices*—(a) *Who must file inventory reports.* Inventory reports must be filed by every person engaged in the business of buying and selling used vessels. In addition, these reports must be filed by any person who sells any used vessel as an exclusive agent for the owner. However, these inventory reports need not be filed either by an auctioneer or by a person who sells the used vessel for the owner as other than an exclusive agent. For the purposes of this section, a person is an exclusive agent for the owner when he is the only one whom the owner has authorized to sell the used vessel.

(b) *Who must file sales reports.* Sales reports must be filed by every person engaged in the business of buying and selling used vessels. In addition, sales reports must be filed by every person who sells a used vessel as an agent, broker or auctioneer for the owner.

(c) *Method of filing where both an inventory and a sales report is required.* Inventory and sales reports must be filed on Form OPA-2:10:P1 Revised (Form WPB-2574). Copies of this form may be obtained from any War Production Board District Office. Five copies are to be made of the inventory report. Three copies of the inventory report must be filed with the District Office of the War Production Board which is located in the District in which the place of business of the person filing the report is located. These three copies must be filed within five days after the acquisition of the used vessel. Inventory is reported by filling in items 1 to 16, inclusive, of the form. The original of the inventory report must be completed by filling in items 17 and 18 of the form, when the used vessel is sold or otherwise disposed of. The fifth copy must also be completed and retained in the files of the person filing the reports for so long as the Emergency Price Control Act of 1942, as amended, remains in effect. Within five days of the sale or other disposition of the used vessel, the completed original form must be filed with the District Office of the War Production Board which is located in the District in which the seller's place of business is located. This filing constitutes the sales report.

(d) *Method of filing where only a sales report is required.* Where only a sales report is required, two copies must be made of the report. This report must have items 1 to 18, inclusive, of Form OPA-2:10:P1 Revised (Form WPB-2574) filled in. Within five days of the sale of the used vessel, the completed original report must be filed with the District Office of the War Production Board which is located in the District in which the place of business of the person filing the report is located. The copy of this report must be retained in the files of the person filing the report for so long as the Emergency Price Control Act of 1942, as amended, shall remain in effect.

(e) *Reports by government agencies.* Inventory and sales reports need not be filed by any federal, state, county or municipal government, or any agency thereof.

This amendment shall become effective July 18, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the requirements of the Federal Reports Act of 1942.

Issued this 13th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10359; Filed, July 13, 1944; 11:54 a. m.]

PART 1390—MACHINERY AND TRANSPORTATION EQUIPMENT

[MPR 136, as Amended,[1] Amdt. 123]

MACHINES AND PARTS, AND MACHINERY SERVICES

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

Maximum Price Regulation 136, as amended, is amended in the following respects:

1. Section 1390.26a is amended to read as follows:

§ 1390.26a *Reports of additions to stock and offering and selling prices of certain second-hand machines and parts*—(a) *For what machines and parts the reports must be filed.* Inventory and sales reports must be filed for all used machines and parts which are listed in Appendix F of this regulation. However, in the case of some of those machines and parts, these reports need be filed only where the "as is" maximum price for the machine or part exceeds that specified in Appendix F. In addition, these reports must be filed for used parts and subassemblies of the machines and parts listed in Appendix F, where such a used part or subassembly has an "as is" maximum price in excess of $100.00 each.

(b) *Who must file inventory reports.* Inventory reports must be filed by every person engaged in the business of buying and selling any machine or part which is listed in paragraph (a) above. In addition, these reports must be filed by any person who sells any used machine or part listed in paragraph (a) as an exclusive agent for the owner. However, these inventory reports need not be filed either by an auctioneer, or by a person who sells the used machine or part for the owner as other than an exclusive agent. For the purposes of this section, a person is an exclusive agent for the owner when he is the only one whom the owner has authorized to sell the machine or part.

(c) *Who must file sales reports.* Sales reports must be filed by every person engaged in the business of buying and selling used machines or parts. In addition, sales reports must be filed by every person who sells machines or parts as an agent, broker or auctioneer for the owner.

(d) *Method of filing where both an inventory and a sales report is required.* Inventory and sales reports must be filed on Form OPA-2:10:P1 Revised (Form WPB-2574). Copies of this form may be obtained from any War Production Board District Office. Five copies are to be made of the inventory report. Three copies of the inventory report must be filed with the District Office of the War Production Board which is located in the District in which the place of business of the person filing the report is located. These three copies must be filed within five days after the acquisition of the machine or part. Inventory is reported by filling in items 1 to 16, inclusive, of the form. The original of the inventory report must be completed by filling in items 17 and 18 of the form, when the machine or part is sold or otherwise disposed of. The fifth copy must also be completed and retained in the files of the person filing the reports for so long as the Emergency Price Control Act of 1942, as amended, remains in effect. Within five days of the sale or other disposition of the machine or part, the completed original form must be filed with the District Office of the War Production Board which is located in the District in which the seller's place of business is located. This filing constitutes the sales report.

(e) *Method of filing where only a sales report is required.* Where only a sales report is required, two copies must be made of the report. This report must have items 1 to 18, inclusive, of Form OPA-2:10:P1 Revised (Form WPB-2574) filled in. Within five days of the sale of the machine or part, the completed original report must be filed with the District Office of the War Production Board which is located in the District in which the place of business of the person filing the report is located. The copy of this report must be retained in the files of the person filing the report for so long as the Emergency Price Control Act of 1942, as amended, shall remain in effect.

(f) *Reports by government agencies.* Inventory and sales reports need not be filed by any federal, state, county or municipal government, or any agency thereof.

2. Section 1390.37 is amended to read as follows:

§ 1390.37 *Appendix F: List of machines and parts for which used equipment and machinery inventory and sales reports must be filed.*

Equipment, machine or part	Regulation to which subject, or Appendix of MPR 136 in which listed and base date
Cutting tools with an "as is" maximum price in excess of $50 each—Continued.	
Rules, creasing, cutting and perforating.	Appendix B—March 31, 1942.
Scraper blades, machine.	
Taps.	
Tips, tool, tungsten carbide stellite, etc.	
Die-casting machinery	Appendix A—October 1, 1941.
Diesel engines (except aircraft and automotive Diesel engines).	Appendix A—October 1, 1941.
Distribution boards, electrical	Appendix A—October 1, 1941.
Dredging machinery	Appendix A—October 1, 1941.
Dust collecting equipment, industrial	Appendix A—October 1, 1941.
Electroplating and hot dip metal coating equipment, including preparatory and finishing equipment used in connection with metal coating processes.	Appendix A—October 1, 1941.
Elevators and conveyors	Appendix A—October 1, 1941.
Fans and blowers (except pedestal, portable and ceiling household and office fans).	Appendix A—October 1, 1941.
Floor surfacing and floor maintenance machinery.	Appendix A—October 1, 1941.
Food and beverage machinery including baking, canning, bottling, confectionery, brewing, grain-milling, meat packing, edible oil, sugar and dairy machinery and equipment (except farm dairy equipment).	Appendix A—October 1, 1941.
Foundry machinery, including ladles not over 40 ton capacity.	Appendix A—October 1, 1941.
Freight cars, including all types and sizes of flanged wheel mining and industrial cars.	Appendix A—October 1, 1941.
Gas engines and gas generators	Appendix A—October 1, 1941.
Gas welding and cutting equipment	Appendix A—October 1, 1941.
Gears, pinions, sprockets and speed reducers with an "as is" maximum price in excess of $100.00 each. The term gears, pinions, sprockets and speed reducers does not include automotive or tractor transmissions, transfer cases, power take-offs, differentials or axle assemblies; or any items designed for use in private or commercial motor vehicles aircraft, or equipment used primarily for military purposes.	Appendix A—October 1, 1941.
Generators (except automotive)	Appendix A—October 1, 1941.
Glass making machinery	Appendix A—October 1, 1941.
Gyroscopes	Appendix A—October 1, 1941.
Hat-making machinery	Appendix A—October 1, 1941.
Heat exchange equipment, industrial	Appendix A—October 1, 1941.
Heaters, stone, sand or bitumen	Appendix A—October 1, 1941.
Heating units and devices, electrical, industrial	Appendix A—October 1, 1941.
Hydraulic turbines and hydraulic turbine governors	Appendix A—October 1, 1941.
Industrial furnaces and ovens (except space heating furnaces and stoves, blast furnaces, open hearth furnaces, Bessemer converters, soaking pits, coke ovens, and industrial furnaces used solely for the manufacture of pig iron or steel).	Appendix A—October 1, 1941.
Industrial power operating devices for applying protective coatings or for the application of metals by spraying methods.	Appendix A—October 1, 1941.
Instruments (industrial) electrically or magnetically actuated, for measuring, testing, recording or indicating electrical or non-electrical quantities (except automotive).	Appendix A—October 1, 1941.
Laundry, dry cleaning and clothes pressing machinery (except domestic).	Appendix A—October 1, 1941.
Leather-working machinery	Appendix A—October 1, 1941.

Regulation to which subject, or Appendix of MPR 136 in which listed and base date	Equipment, machine or part
Appendix A—October 1, 1941.	Air conditioning equipment (25 tons capacity and over)
Appendix A—October 1, 1941.	Asphalt mixing plants
Appendix B—March 31, 1942.	Automotive testing and maintenance equipment, mechanical and electrical (except portable, machine or hand tools).
Appendix B—March 31, 1942.	Battery chargers (except motor generator sets)
Appendix A—October 1, 1941.	Boilers, industrial and marine
Appendix A—October 1, 1941.	Capacitors (except fixed capacitors of the type and sizes used for military radio and radar equipment).
Appendix A—October 1, 1941.	Cement-making machinery
Appendix A—October 1, 1941.	Ceramics machinery
Appendix A—October 1, 1941.	Chemical processing machinery
Appendix A—October 1, 1941.	Circuit breakers
Appendix A—October 1, 1941.	Coal preparation equipment
Appendix A—October 1, 1941.	Concrete mixing, placing and finishing equipment
Appendix A—October 1, 1941.	Condensers, synchronous
Appendix A—October 1, 1941.	Control equipment, industrial (except control devices for domestic installations).
Appendix A—October 1, 1941.	Converters, synchronous
Appendix A—October 1, 1941.	Core drilling machinery
Appendix A—October 1, 1941.	Cotton-ginning machinery
Appendix A—October 1, 1941.	Cranes (overhead, crawler and locomotive), hoists and derricks.
Appendix A—October 1, 1941.	Crawler and non-agricultural tractors
Appendix B—March 31, 1942.	Cutting tools with an "as is" maximum price in excess of $50 each. The term "cutting tools" includes the following illustrative list:
	Augers, machine.
	Bits, machine.
	Blades, hacksaw—all types.
	Blades, power driven saw.
	Blades, machine, shear, etc.
	Broaches.
	Chasers.
	Chisels, machine.
	Counterbores.
	Countersinks, machine.
	Cutters, machine.
	Dies, cutting and threading.
	Drills, twist.
	Dresses, abrasive wheel (except diamond dressers).
	Extractors.
	Files, rasps and burrs.
	Form tools.
	Hobs.
	Knives, machine.
	Knurling tools.
	Punches, machine.
	Reamers.

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 12625, 16170; 9 F.R. 2091, 287, 2692, 3578, 3855.

[1] 9 F.R. 4748, 6420, 6239, 6884, 7079, 7168.

Equipment, machine or part	*Regulation to which subject, or Appendix of MPR 136 in which listed and base date*
Cutting tools with an "as is" maximum price in excess of $50 each—Continued.	
Machine and machine tool attachments, etc.—Con.	
Mechanical instruments for measuring, testing, recording or indicating, with an "as is" maximum price in excess of $50.00 each—including aircraft, marine, scientific, laboratory and precision instruments (except special gages manufactured pursuant to the customer's drawings, carpenter's tools, or surgical, optical and dental instruments).	Appendix A—October 1, 1941.
Mining Machinery, including mine cars and trucks.	Appendix A—October 1, 1941.
Motors, electrical	Appendix A—October 1, 1941.
Motors, electrical, fractional horsepower	Revised Supplementary Regulation 14, Appendix A—October 1, 1941.
Motor Generator Sets	Appendix A—October 1, 1941.
Oil burners, industrial and marine burning not less than No. 6 oil.	Appendix A—October 1, 1941.
Oil well equipment with an "as is" maximum price in excess of $50.00 each.	Appendix A—October 1, 1941.
Open tanks and vessels made of metal, 12 BWG and heavier (except field erected tanks or vessels; domestic fuel oil storage tanks; products commonly known as plumbing fixtures, such as flush tanks and laundry trays; and products commonly known as pans and cans, such as pails, buckets, nonreturnable shipping containers, refuse receptacles, and drip and waste receivers).	Appendix B—March 31, 1942.
Ore crushing and concentrating machinery	Appendix A—October 1, 1941.
Packaging, wrapping, filling and labeling machinery	Appendix A—October 1, 1941.
Paint making machinery	Appendix A—October 1, 1941.
Panelboards, electrical	Appendix A—October 1, 1941.
Petroleum refining machinery	Appendix A—October 1, 1941.
Pharmaceutical machinery	Appendix A—October 1, 1941.
Pile drivers	Appendix A—October 1, 1941.
Pipe and tube tools, manually operated, with an "as is" maximum price in excess of $50.00 each, including beading, belling, beading, cleaning, cutting, expanding and flaring, and wrenches for operating.	Appendix B—March 31, 1942.
Plastics moulding and fabricating machinery	Appendix A—October 1, 1941.
Portable heating, melting, burning and thawing equipment for industrial and transportation uses (except mechanic's fire pots and blow torches).	Appendix A—October 1, 1941.
Portable power driven tools, which in normal use are held or guided by hand and not customarily attached to a permanent support.	Appendix B—March 31, 1942.
Power cylinders, hydraulic, pneumatic and hydro-pneumatic with an "as is" maximum price in excess of $100.00 each.	Appendix A—October 1, 1941.
Power driven tools primarily designed for use on a bench and for the working of plastics, etc. (except bench tools specially designed for metal working which are subject to Maximum Price Regulation 1).	Appendix A—October 1, 1941.
Power operated industrial and marine soot blowers and tube cleaners.	MPR 465—Appendix B—March 31, 1942.
Pressure tanks, made of metal, 12 BWG and heavier (except field erected tanks; high pressure cylinders less than 1000 lb. water capacity for shipping or storing liquids or gases at pressures up to 3000 lbs. per square inch; range boilers or expansion tanks not over 192 gal. capacity).	Appendix A—October 1, 1941.
Printing machinery	Appendix B—March 31, 1942.
Public address apparatus	
Pulp, paper and paper products machinery	Appendix A—October 1, 1941.
Pumps, compressors (except automotive, hand operated and farm pumps).	Appendix A—October 1, 1941.
Rectifiers, power, industrial	Appendix A—October 1, 1941.
Refrigerating equipment, 25 H. P. and over	Appendix A—October 1, 1941.
Regulators, feeder voltage	Appendix A—October 1, 1941.
Road building and maintenance machinery, including graders, pavers, rollers, etc.	Appendix A—October 1, 1941.
Rock crushers	Appendix A—October 1, 1941.
Rod and wire working machinery	Appendix A—October 1, 1941.
Rolling mill machinery and equipment	Appendix A—October 1, 1941.
Rubber, and allied products machinery	Appendix A—October 1, 1941.
Rubber tire and tube machinery, including retreading and recapping machinery.	Appendix A—October 1, 1941.
Sewing machines, industrial	MPR 375.
Sharpening and filing equipment with an "as is" maximum price in excess of $50.00 each.	Appendix B—March 31, 1942.
Shoe manufacturing and repairing machinery	Appendix A—October 1, 1941.
Snow plows	Appendix A—October 1, 1941.
Spreaders, concrete, aggregate, bitumen	Appendix A—October 1, 1941.
Spring winding and forming machinery	Appendix A—October 1, 1941.
Steam cleaning and degreasing equipment, and parts washing and cleaning equipment, industrial.	Appendix B—March 31, 1942.
Stokes, industrial and marine, feeding capacity of 1,200 lbs. per hour or more.	Appendix A—October 1, 1941.
Substations, unit	Appendix A—October 1, 1941.
Surveying and drafting instruments and engineering reproduction equipment, with an "as is" maximum price in excess of $50.00 each (except school, art and office supplies).	Appendix A—October 1, 1941.
Switchgear	Appendix A—October 1, 1941.
Testing sets for electronic equipment, with an "as is" maximum price in excess of $50.00 each.	Appendix B—March 31, 1942.
Textile preparatory and finishing machinery and equipment, including accessories designed exclusively for use with such machinery.	Appendix A—October 1, 1941.
Tobacco working machinery.	Appendix A—October 1, 1941.
Tools, manually operated, for the cutting, forming and punching of metals, with an "as is" maximum price in excess of $50.00 each.	Appendix A—October 1, 1941.
Transformers	Appendix A—October 1, 1941.
Turbine generator sets	Appendix A—October 1, 1941.
Valves, automatic, with an "as is" maximum price in excess of $5.00 each.	Appendix A—October 1, 1941.
Vises, all types, vise mounts, stands and supports, with an "as is" maximum price in excess of $50.00 each.	Appendix B—March 31, 1942.
Water softening and purifying equipment, industrial	Appendix A—October 1, 1941.
Weighing scales, industrial and platform, with an "as is" maximum price in excess of $50.00 each.	Appendix A—October 1, 1941.
Welding apparatus, electrical	Appendix A—October 1, 1941.
Well drilling equipment	Appendix A—October 1, 1941.
Woodworking machinery	Appendix A—October 1, 1941.
X-ray and electro-therapeutic apparatus	Appendix B—March 31, 1942.
Lighting equipment, electrical	Appendix A—October 1, 1941.
Airport.	
Airways.	
Commercial.	
Floodlighting.	
Industrial.	
Marine.	
Seadrome.	
Street and highway.	
Locomotives and tenders, including mining and industrial.	Appendix A—October 1, 1941.
Lubricating systems and devices, industrial, with an "as is" maximum price in excess of $100.00 each.	Appendix A—October 1, 1941.
Machine and machine tool attachments and accessories (except those subject to Maximum Price Regulation 1) with an "as is" maximum price in excess of $50.00 each. The term machine and machine tool attachments and accessories means all devices used with, but not an integral part of, machines or machine tools and includes the following illustrative list:	
Adapters.	
Arbors.	
Blocks, machine tool.	
Brake, spindle.	
Centers, bench.	
Centers, lathe.	
Chucks, all types.	
Clamps.	
Collets.	
Cutter heads.	
Die Heads.	
Die sets.	
Dogs, work driving.	
Edges, straight.	
Electric eobers and demagnetizers.	
Fingers, feeding.	
Glasses, level.	
Grinders.	
Guides, adjustable.	
Heads, universal dividing.	
Holders, tool.	
Holders, work.	
Mandrels, all types.	
Plates, angle.	
Plates, bench.	
Plates, brick liner.	
Plates, face.	
Plates, lapping.	
Plates, surface.	
Plates, wearing.	
Posts, tool.	
Saw accessories (sets, swages, guides, clamps, bracing tools).	
Sockets.	
Stops, machine.	
Templates.	
Wheels.	
Magnets, lifting, industrial	Appendix A—October 1, 1941.
Material handling equipment, including skid platforms, cars and trucks (except those equipped with forged steel wheels and rocker type castwing and stationary storage racks).	Appendix A—October 1, 1941.

This amendment shall become effective July 18, 1944.

NOTE: All reporting and record keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 13th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10358; Filed, July 13, 1944; 11:55 a. m.]

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 3,[1] Amdt. 32]

SUGAR

A rationale accompanying this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Revised Ration Order 3 is amended in the following respects:

1. Section 1407.77 is added to read as follows:

§ 1407.77 *Isolated consumers in certain occupations may apply for additional sugar.* (a) Consumers in occupations designated in Appendix A of this order may apply for ration evidences to obtain sugar (in addition to that which they can get with their stamps) if (1) their business or occupation is of such a nature that they live and work under isolated conditions without access to food supplies except those which they carry with them; (2) they carry their supply of food with them and prepare their meals themselves; (3) and they prepare such meals at a place where there are no permanent "kitchen" facilities or storage facilities.

(b) Any consumer eligible to get evidences under paragraph (a) may apply to his Board, in person, or by mail, on OPA Form R-315. One application may be made covering more than one consumer, but the name of each shall be listed on the application and must state:

(1) The current occupation of each consumer included in the application;

(2) Where each consumer included in the application will live and work during the period covered by the application;

(3) That he carries his food supply with him and prepares his meals himself;

(4) That he prepares his meals at a place where there are no permanent "kitchen" facilities or storage facilities;

(5) How many pounds of sugar he will need; and

(6) Length of period of isolation.

The applicant must also submit with his application the War Ration Book currently used to get sugar for each person for whom application is made.

(c) The Board may issue one or more certificates under the conditions and in the amounts authorized by instructions issued by the "Washington Office". However, no Board shall issue a certificate unless it finds that each consumer included in the application meets the tests set out in paragraph (a) and that he works at an occupation designated in Appendix A of this order.

(d) Any Board which issues evidences under this section shall enter a notation on the front cover of the book submitted with the application showing:

(1) Its address;

(2) The date it issued evidences under this section;

(3) The amount of sugar authorized to be delivered by such evidences; and

(4) The period for which the supplemental ration was given.

2. Appendix A is added to this order to read as follows:

APPENDIX A

Persons working in the following occupations may apply for additional sugar under § 1407.77:

(1) Sheep herding

This amendment shall become effective July 17, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(Pub. Law 421, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Dir. No. 1 and Supp. Dir. No. 1-E, 7 F.R. 562, 2965; War Food Order No. 56, 8 F.R. 2005; War Food Order No. 64, 8 F.R. 7093)

Issued this 13th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-10361; Filed, July 18, 1944; 11:54 a. m.]

[1] 9 F.R. 1438, 1534, 2233, 2826, 2828, 3031, 3513, 3579, 3847, 4099, 4350, 4474, 4880, 5220, 5264, 5220, 5166, 5426, 5346.

*Copies may be obtained from the Office of Price Administration.

PART 1439—UNPROCESSED AGRICULTURAL COMMODITIES

[MPR 425,[1] Amdt. 8]

FRESH FRUITS, VEGETABLES AND BERRIES FOR PROCESSING

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.*

Maximum Price Regulation 425 is amended in the following respects:

1. In the preamble a sentence is added to read as follows: The grades and standards used in this regulation were, prior to the regulation, in general use in the trade or industry affected.

2. Section 5 is amended to read as follows:

SEC. 5. *List of prices f. o. b. shipping point for sales to processors.*

NOTE: The following prices are f. o. b. shipping point prices. For delivered sales the maximum price in each case shall not exceed stated f. o. b. price plus actual transportation and protective services costs.

(a) *Horseradish root.*

	Cents per pound
Selected grade	15
No. 1 grade	12
No. 2 grade	9

This amendment shall become effective July 17, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July 1944.

CHESTER BOWLES,
Administrator.

Approved: July 5, 1944.

GROVER B. HILL,
Acting War Food Administrator.

[F. R. Doc. 44-10363; Filed, July 13, 1944; 11:52 a. m.]

PART 1499—COMMODITIES AND SERVICES

[MPR 188,[2] Amdt. 37]

SURGICAL, DENTAL AND OPTICAL INSTRUMENTS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation No. 188 is amended in the following respect:

The following items are added to § 1499.167 (Appendix B):

Surgical, dental, and optical instruments.

This amendment shall become effective July 17, 1944.

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 9309, 9879, 12632, 12952, 14154, 15674, 16293.

[2] 7 F.R. 5872, 7867, 8943, 10155; 8 F.R. 537, 1815, 1980, 3105, 3788, 3850, 4140, 4931, 5759, 7107, 8751, 8754, 9836, 10433, 10906, 11037, 12406, 12479, 12186, 12668, 14622, 14766, 16298, 17415; 9 F.R. 1912, 2556, 3095, 3858, 4396, 4506, 4882, 5375.

(56 Stat. 23, 765; Pub. Laws 151, 78 Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-10362; Filed, July 13, 1944; 11:55 a. m.]

Chapter XVII—Office of Civilian Defense

[Administrative Order 40]

PART 1900—ORGANIZATION

ESTABLISHMENT OF SUBSIDIARY ORGANIZATIONS

Pursuant to authority granted by Executive Order No. 8757 (6 F.R. 2517), dated May 20, 1941, as amended by Executive Orders Nos. 9134 (7 F.R. 2887), dated April 15, 1942, and 9389 (8 F.R. 14183), dated October 18, 1943, and in accordance with Executive Order No. 9339 (8 F.R. 5659), dated April 29, 1943, and Executive Order No. 9437 (9 F.R. 4319), dated April 18, 1944, which revoked Executive Order No. 9165 (7 F.R. 3765), dated May 1942, §§ 1900.1 to 1900.5 inclusive (Office of Civilian Defense Administrative Order No. 23), §§ 1900.10 to 1900.12, inclusive (Office of Civilian Defense Administrative Order No. 27), and §§ 1900.20 to 1900.23, inclusive (Office of Civilian Defense Administrative Order No. 28), as heretofore amended, are further amended by substituting the following therefor:

The Director of Civilian Defense hereby confirms the establishment of the United States Citizens Defense Corps, the United States Citizens Service Corps, the Civilian Defense Auxiliary Group, the Forest Fire Fighters Service, and the Civilian Evacuation Service.

Sec.
1900.1 Office of Civilian Defense insignia.
1900.2 United States Citizens Defense Corps.
1900.3 United States Citizens Service Corps.
1900.4 Civil Air Patrol.
1900.5 Civilian Defense Auxiliary Group.
1900.10 Forest Fire Fighters Service.
1900.20 Civilian Evacuation Service.

AUTHORITY: §§ 1900.1 to 1900.20, inclusive, issued under E.O. 8757, 6 F.R. 2517; E.O. 9134, 7 F.R. 2887; E.O. 9389, 8 F.R. 14183; E.O. 9339, 8 F.R. 5659.

§ 1900.1 *Office of Civilian Defense insignia.* The insignia for the various services and units of Civilian defense are prescribed in § 1902.1 of this chapter, and the use and wear of prescribed insignia shall be governed by the afore-mentioned section and all other rules, regulations, orders, and instructions of the Director.

Persons in the Auxiliary Group shall not wear or use pins or lapel buttons embodying the prescribed insigne, but may use automobile plates or stickers, and during blackouts, practice blackouts, air raids, or air raid drills, while actively engaged in the performance of duties or while in transit to or from their places of duty, may wear arm bands or brassards. The insigne for the Civilian Evacuation Service may be placed on lapel pins and buttons, sleeve insignia and collar and cap emblems for uniforms, automobile stickers and plates, and certificates of membership, but not arm bands or brassards. The insigne also may be included on badges three inches in diameter to identify evacuation leaders of parties and designated assistants.

§ 1900.2 *United States Citizens Defense Corps.* The United States Citizens Defense Corps (hereinafter referred to as the "Defense Corps") consists of units composed of enrolled members in protective services engaged in civilian defense now established and additional protective services engaged in civilian defense from time to time established as units of the Defense Corps pursuant to order of the Director. The organization, procedure, and functions of such emergency services and units shall be as provided in Part 1903 of this chapter. In addition, the Defense Corps shall be responsible for the care and maintenance of such equipment and supplies loaned to States and local communities by the Office of Civilian Defense under authority of Executive Order No. 9088 (7 F.R. 1775) and Part 1901 of this chapter.

§ 1900.3 *United States Citizens Service Corps.* The United States Citizens Service Corps (hereinafter referred to as the "Service Corps") shall consist of members sixteen years of age and over engaged in voluntary community war activities approved by the respective local Defense Councils, except such as are related to protection against enemy attack and therefore are activities of the Defense Corps. The organization, procedure, and functions of the Service Corps shall be as prescribed in Part 1904 of this chapter. The United States Junior Citizens Service Corps shall consist of persons under sixteen years of age, and it likewise shall be governed by Part 1904 of this chapter.

§ 1900.4 *Civil Air Patrol.* The Civil Air Patrol was transferred to the Department of War by Executive Order No. 9339 (8 F.R. 5659) dated April 29, 1943, and all Regulations and orders of the Office of Civilian Defense become inapplicable to Civil Air Patrol, excepting only the regulations relating to CAP insignia.

§ 1900.5 *Civilian Defense Auxiliary Group.* The Civilian Defense Auxiliary Group (hereinafter referred to as the "Auxiliary Group") includes certain classes of persons whose duties require them to be on the streets during air raids and air raid drills, but who have no special civilian defense training as required for members of the Defense Corps. Certain classes of persons who may be included in the Auxiliary Group will be designated from time to time by order of the Director; but additional classes of persons may, subject to rules, regulations, or orders to be issued by the Director, be authorized by local Defense Councils to be included in the Auxiliary Group, entitled to use and wear its insignia.

Persons in the Auxiliary Group shall be under the supervision and direction of local Defense Councils, subject to further order of the Director.

§ 1900.10 *Forest Fire Fighters Service.* The Forest Fire Fighters Service is composed of persons enrolled to assist in safeguarding forest lands and other timber facilities and resources, to aid in prevention and suppression of fires which might endanger such facilities and resources, and to minimize the effects of any such fires. The Forest Fire Fighters Service shall aid in nation-wide forest fire prevention education and enroll volunteer fire fighters for service in forest and rural areas. It shall cooperate with the forest fire protection agencies of the Department of the Interior and the Department of Agriculture, with State forestry officials, and private forest fire protective organizations. The Forest Fire Fighters Service shall operate under the supervision of the Office of Civilian Defense and shall be directed by the Timber and Related Facilities Committee which shall consist of appropriate officials in the Department of Interior and the Department of Agriculture, appointed by and responsible to the Director of Civilian Defense.

The Director of Civilian Defense shall appoint, upon the recommendation of the Timber and Related Facilities Committee, a National Coordinator of the Forest Fire Fighters Service to direct its operations subject to the Timber and Related Facilities Committee, and such National Coordinator shall appoint, with the approval of the Director of Civilian Defense, State Coordinators from Federal, State, or private forest fire protection agencies.

§ 1900.20 *Civilian Evacuation Service.* The Civilian Evacuation Service is established in cooperation with the Office of Community War Services, the United States Public Health Service, the Children's Bureau of the United States Department of Labor, the United States Office of Education, and the Bureau of Public Assistance of the Social Security Board to assist in planning, preparing for, and effecting, if necessary, the evacuation and reception of civilians in target areas.

The Civilian Evacuation Service shall operate under the supervision of the Office of Civilian Defense and shall be directed by the chief officer of State or local evacuation authorities. The membership of the Civilian Evacuation Service shall consist of State and local evacuation authorities and persons who are designated or assigned to function in executive or supervisory positions with respect to the planning or actual operation of an evacuation. Such persons may be certified to the State or local Defense Councils for appointment to membership in the Civilian Evacuation Service and may, upon taking an oath of the character and in the manner prescribed in Part 1903 of this chapter with respect to the United States Citizens Defense Corps, be appointed members of the Civilian Evacuation Service by the State or local Defense Council.

Volunteers assigned to governmental agencies engaged in the evacuation program, such as health, educational and welfare agencies, and for the State or local evacuation authority, to assist in such matters as registration of possible evacuees, the collection or compilation of survey data, the providing of information to evacuees, and the providing of social, health and educational service may be certified to the local Defense Council for appointment to membership in the United States Citizens Service Corps; they do not become members of the Civilian Evacuation Service. Members of the United States Citizens Defense Corps may, upon request of State or local evacuation authorities, be assigned by the Commander or Chief of Service to perform duties, as such members, in connection with the evacuation program; such persons do not become members of the Civilian Evacuation Service.

[SEAL] WILLIAM N. HASKELL,
Director

JUNE 29, 1944.

[F. R. Doc. 44-10332; Filed, July 13, 1944; 11:03 a. m.]

TITLE 43—PUBLIC LANDS: INTERIOR

Chapter I—General Land Office

[Circular 1579]

PART 192—OIL AND GAS LEASES

REQUIRED PAYMENTS

Section 192.16 and paragraph (g) of § 192.23, relating to applications for oil and gas leases, are hereby amended, effective on the date of publication hereof in the FEDERAL REGISTER, to read as follows:

§ 192.16 *Payments required with applications for leases without competitive bidding.* The applicant for oil and gas lease must pay the filing fee and at least one-half of the first year's rental on the approximate area of the land described in the application (43 CFR 191.5, 192.52) at the time the application is filed. Any application not accompanied by such payments will be rejected by the register.

§ 192.23 *Application for leases without competitive bidding.* * * *

(g) A statement that payment of the filing fee and one-half of the first year's rental is submitted with the application, and that the applicant is ready, upon demand, to pay the remainder of the rental and to furnish such bond or bonds as may be required under the lease or regulations.

FRED W. JOHNSON,
Commissioner.

Approved: July 7, 1944.

OSCAR L. CHAPMAN,
Assistant Secretary.

[F. R. Doc. 44-10310; Filed, July 13, 1944; 10:15 a. m.]

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter II—Office of Defense Transportation

[Suspension Order ODT 9A-1B]

PART 522—DIRECTION OF TRAFFIC MOVEMENT—EXCEPTIONS, SUSPENSIONS AND PERMITS

MOVEMENT OF COAL ON THE GREAT LAKES

Pursuant to Executive Order 8989, as amended, it is hereby ordered, that:

§ 522.605 *Suspension of provisions of General Order ODT 9A.* All provisions of General Order ODT 9A (8 F. R. 6381), shall be and the same are hereby suspended until September 15, 1944.

Suspension Order ODT 9A-1A (9 F.R. 5175) issued on May 13, 1944, shall be and the same is hereby revoked.

(E.O. 8989, 6 F.R. 6725 and 8 F.R. 14183)

Issued at Washington, D. C., this 13th day of July, 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

[F. R. Doc. 44-10316; Filed, July 13, 1944; 10:28 a. m.]

Notices

DEPARTMENT OF THE INTERIOR.

General Land Office.

WYOMING

WITHDRAWAL OF PUBLIC LANDS

Stock Driveway Withdrawal No. 188, Wyoming No. 31, modified. Stock Driveway Withdrawal No. 203, Wyoming No. 35, redesignated and included in Stock Driveway Withdrawal No. 188, Wyoming No. 31.

By virtue of the authority contained in section 7 of the act of June 28, 1934, 48 Stat. 1272, as amended by the act of June 26, 1936, 49 Stat. 1976 (43 U.S.C. 315f), and in section 10 of the act of December 29, 1916, 39 Stat. 865, as amended by the act of January 29, 1929, 45 Stat. 1144 (43 U.S.C. 300), it is ordered as follows:

The following-described public lands in Wyoming are hereby classified as necessary and suitable for the purpose and, excepting any mineral deposits therein, are withdrawn from all disposal under the public-land laws and reserved, subject to valid existing rights, for the use of the general public as an addition to Stock Driveway Withdrawal No. 188, Wyoming No. 31:

SIXTH PRINCIPAL MERIDIAN

T. 34 N., R. 84 W.,
Sec. 4, lot 3, SW¼NE¼, SE¼NW¼, E½ SW¼, and W½SE¼;
Sec. 9, NE¼NE¼;
Sec. 22, NW¼NW¼;
Sec. 27, NE¼NE¼.

T. 35 N., R. 84 W.,
Sec. 29, S½NW¼, E½SW¼, and W½SE¼;
Sec. 30, SE¼NE¼;
Sec. 32, NE¼SE¼;
Sec. 33, W½SW¼ and SE¼SW¼.

The areas described aggregate 838.84 acres.

Any mineral deposits in the lands shall be subject to location and entry only in the manner prescribed by the Secretary of the Interior in accordance with the provisions of the aforesaid act of January 29, 1929, and existing regulations.

The orders of the First Assistant Secretary and the Assistant Secretary of January 30, 1928, September 19, 1929, and May 11, 1931, establishing Stock Driveway Withdrawal No. 188, Wyoming No. 31, and establishing and modifying Stock Driveway Withdrawal No. 203, Wyoming No. 35, are hereby revoked so far as they affect the following-described lands:

SIXTH PRINCIPAL MERIDIAN

T. 34 N., R. 84 W.,
Sec. 5, W½NE¼, E½NW¼, NE¼SW¼, and SE¼;
Sec. 9, W½NW¼.
T. 35 N., R. 84 W.,
Sec. 19, SW¼SW¼;
Sec. 30, W½E½ and E½W½.
The areas described aggregate 796.81 acres.

Stock Driveway Withdrawal No. 203, Wyoming No. 35, as established and modified by the orders of the Assistant Secretary of the Interior of September 19, 1929, and May 11, 1931, and by this order, and now consisting of the following-described lands, is hereby redesignated as a part of Stock Driveway Withdrawal No. 188, Wyoming No. 31:

SIXTH PRINCIPAL MERIDIAN

T. 35 N., R. 84 W.,
Sec. 19, NW¼, N½SW¼, SE¼SW¼, NE¼SE¼, and S½SE¼;
Sec. 30, NE¼NE¼.
The areas described aggregate 436.99 acres.

This order is subject to the permission granted to the War Department September 24, 1943, by the Acting Secretary of the Interior, to use as part of a precision bombing range the S½NW¼ sec. 29 and the SE¼NE¼ sec. 30, T. 35 N., R. 84 W., as long as the military need therefor continues, but not beyond the expiration of the six months' period following the termination of the unlimited national emergency declared by Proclamation No. 2487 of May 27, 1941 (55 Stat. 1647)

OSCAR L. CHAPMAN,
Assistant Secretary of the Interior.

JULY 6, 1944.

[F. R. Doc. 44-10311; Filed, July 13, 1944; 10:15 a. m.]

DEPARTMENT OF LABOR.

Wage and Hour Division.

SUGAR BEET PROCESSING INDUSTRY

DETERMINATION AS TO APPLICATION FOR EXEMPTION FROM MINIMUM HOURS PROVISION

In the matter of the application for exemption of the processing of sugar beets into sugar from the maximum hours provisions of the Fair Labor Standards Act of 1938 pursuant to section 7 (b) (3) of the act and Part 526, as amended, of the regulations issued thereunder.

Whereas an application has been filed for a determination that the processing of sugar beets into sugar constitutes an industry of a seasonal nature within the meaning of section 7 (b) (3) of the Fair Labor Standards Act of 1938 and Part 526, as amended, of the regulations issued thereunder; and

Whereas it appears from the said application that (1) sugar beets mature and are harvested during a regularly recurring season each year beginning in most beet growing areas about the middle of September and ending before freezing weather sets in; (2) the sugar beets are perishable and can be stored only for a short time after harvesting and must be processed as quickly as possible to prevent deterioration and loss of sugar; (3) sugar beets are processed into sugar during a regularly recurring season each year from about October through January, a period of about 4 months, except in California where the season may be as long as 6 months each year; and (4) sugar beet processing establishments cease production during the remainder of the year except for such work as maintenance, repair, clerical and sales work, because sugar beets are no longer available for processing as a result of natural conditions; and

Whereas, the determination made by the Administrator on August 24, 1940 (5 F.R. 3167) granting an exemption under section 7 (b) (3) of the act for the first processing of perishable or seasonal fresh fruits and vegetables does not apply to all operations performed in processing sugar beets into sugar but is limited to the first processing of sugar beets.

Now, therefore, upon consideration of the facts stated in the application the Administrator hereby determines, pursuant to § 526.5 (b) (ii) of the regulations, that a prima facie case has been shown for the granting of an exemption as an industry of a seasonal nature pursuant to section 7 (b) (3) of the Fair Labor Standards Act of 1938 and Part 526, as amended, of the resulations issued thereunder, to the processing of sugar beets into sugar.

The term "processing of sugar beets into sugar" includes receiving the sugar beets at the factory site or at receiving stations operated by the sugar mill; the loading and transporting of the beets from such receiving stations to the factory; the production of sugar from the beets and the further extraction of sugar from sugar beet molasses by mixing and concurrently processing the molasses with the beet juice directly obtained from the sugar beets; and the following operations when performed on the premises of the sugar beet processing plant during the sugar beet processing season: the powdering, packaging, bagging and storing of the sugar; the storing of wet beet pulp in silos; the compressing and artificial drying of the wet beet pulp; the weighing, sacking and storing of the dried beet pulp; and any operations or services necessary or incident to the foregoing. The term "processing of sugar beets into sugar" does not include the quarrying of lime, the manufacture of bags or other sugar containers, and the manufacture of yeast or citric acid, or any other by-products not specifically included in the definition.

This determination, if and when made final and effective, will supersede the determination made by the Administrator on August 24, 1940 (5 F.R. 3167) granting an exemption under section 7 (b) (3) of the act for the first processing of perishable or seasonal fresh fruits and vegetables insofar as that determination is applicable to the first processing of sugar beets.

If no objection and request for hearing is received within 15 days following the publication of this determination, the Administrator, pursuant to § 526.5 (b) (ii) of the regulations, will make a finding upon the prima facie case. Objections and requests for hearing from any interested person should be submitted in writing to the National Office of the Wage and Hour Division, 165 West 46th Street, New York 19, New York. The application for exemption may be examined in Room 1419-A at this address.

Signed at New York, New York this 10th day of July 1944.

L. METCALFE WALLING,
Administrator.

[F. R. Doc. 44-10299; Filed, July 12, 1944; 3:29 p. m.]

CIVIL SERVICE COMMISSION.

WAR REEMPLOYMENT LIST

ESTABLISHMENT OF PROCEDURES AND POLICIES

The following procedures and policies supplement and clarify the material contained in § 18.14 of Chapter I, Title 5 (9 F.R. 7242).

The procedures and policies governing the operations of the War Reemployment List will be as follows:

(a) *Establishment of Lists.* War Reemployment Lists will be maintained in the Central Office, in Regional and Branch Regional offices, and in those offices of Representatives and of establishment Boards where open competitive lists are maintained. The establishment of War Reemployment Lists at establishment Boards (Rating Boards and Labor Boards) will not preclude the reappointment of former employees in accordance with § 18.8 of Chapter I, Title 5, or the recall to duty of furloughed employees under applicable regulations of the Commission.

(b) *Entry on list*—(1) *Citizenship.* No person will be entered on the War Reemployment List unless he is a citizen of or owes allegiance to the United States.

(2) *Application form.* Application for entry on the War Reemployment List will be made on Form 2888, Revised, accompanied by completed Form 57 or 60. Form 60 is to be used by persons applying for positions as mechanics, laborers, or manual workers, or as trainees for such positions. Form 57 is to be used by persons applying for all other types of positions.

(3) *Agency endorsement.* Endorsement of the agency on Form 2888, Revised, will be construed as its consent for reappointment of the applicant in the Federal service.

(4) *Entry on more than one list.* Persons may have their names entered on the War Reemployment List of the Central Office and of one or more of the following offices of the Commission: The Regional, the Branch Regional, and the Representative's Office serving the territory in which they are residents (legal or actual) or in which they last served in a Federal agency, and the Local Board Office for the agency and in the locality in which they last served. A separate application, together with the necessary forms, must be filed for each list on which entry is desired.

(c) *Period of eligibility.* The period of eligibility on the War Reemployment List will be one year from the date of entry of name on the list: *Provided, however,* That eligibility on the list may be terminated at any time that the list is abolished after the cessation of the war. A furloughed employee who is placed on the War Reemployment List and while on furlough is separated from the service by reduction of force, will not thereby acquire an extension of eligibility. Suspension from the list because of declination, failure to respond, or other reasons will not extent the period of eligibility.

(d) *Removal from and restoration to the list.* Acceptance of any Federal employment, other than temporary employment, or declination of offer of appointment or failure to respond, will cause removal of a person's name from the War Reemployment List. Restoration to the list of names removed for declination or failure to respond will be governed by the same rules as govern the reentry of names on competitive lists.

(e) *Positions for which persons on list will be considered.* The names of persons on the War Reemployment List will be considered for positions for which they are found to be currently qualified under standards prescribed by the Commission and in effect at the time of application for entry of their names on such list.

(f) *Apportionment.* The provisions of § 18.4 (c) of Chapter I, Title 5, relating to the apportionment of positions among the several states, will not be applicable to certification or appointment from the War Reemployment List, and such appointments will not be charged to the quota of any state under such apportionment.

(g) *Appointment*—(1) *Type of appointment.* All appointments from the War Reemployment List will be made under § 18.14 of Chapter I, Title 5, and unless otherwise specifically limited may be for the duration of the war and not to exceed six months thereafter.

(2) *Assignment to duty.* Certification from the War Reemployment List will be sufficient authority to make assignment to duty as soon as applicable War Manpower Commission regulations have been complied with, except where it is found that the applicant has been reemployed in the Federal service since entry of his name on the War Reemployment List and is on active duty with another Federal agency, in which case war transfer procedure will be applicable.

(3) *Reports.* An appointing officer who selects from the War Reemployment List a person who is still on the rolls of, but on furlough or leave (with or without pay) from, another department, will so notify that department, giving the date of his entrance on duty in the new position. Accessions of personnel through the employment of persons certified from the War Reemployment List should be reported as "Reemployment List Appointments."

(4) *Trial period.* Persons appointed from the War Reemployment List will be required to serve a new trial period of one year.

(h) *General information.* Each department or agency should requisition the application, Civil Service Commission Form 2888, March, 1944, "Application for Entry on War Reemployment List," from the Government Printing Office. Requisitions should be submitted only by or through the office authorized to procure printing from the Government Printing Office for the central office of the department or agency.

Inquiries concerning § 18.14 of Chapter I, Title 5, from departmental offices in the metropolitan area of Washington, D. C., should be addressed to the Examining and Personnel Utilization Division, attention Chief, Examination Services Section, Extension 236, and from the field service or departmental services outside the metropolitan area of Washington, D. C., to the appropriate Regional Offices.

By the United States Civil Service Commission.

[SEAL] H. B. MITCHELL,
President.

JULY 10, 1944.

[F. R. Doc. 44-10336; Filed, July 13, 1944; 11:22 a. m.]

FEDERAL COMMUNICATIONS COMMISSION.

[Docket No. 6230]

JAMES F. HOPKINS, INC.

ORDER DESIGNATING APPLICATION FOR HEARING ON STATED ISSUES

In re application of James F. Hopkins, Inc. (NEW), Ann Arbor, Michigan, for construction permit; File No. B2-P-3291.

At a session of the Federal Communications Commission held at its offices in Washington, D. C., on the 27th day of June, 1944;

The Commission having under consideration a petition (filed March 27, 1944) by James F. Hopkins, Inc., (New) for reinstatement and grant of its application for construction permit for a new station at Ann Arbor, Michigan (File No. B2-P-3291, Docket No. 6230) dismissed without prejudice on March 27, 1942;

It is ordered, That the petition be, and the same is hereby, granted in part to permit reinstatement; and

It is further ordered, That the application be, and the same is hereby, designated for hearing, to be held on July 27, 1944, and consolidated with the applications of Washtenaw Broadcasting Company, Inc. (File Nos. B2-P-3307 and B2-P-3595) upon the following issues:

1. To determine the qualifications of the applicant corporation to construct and operate the proposed station.

2. To obtain full information with respect to the nature and character of the proposed program service.

3. To determine the areas and populations which would gain primary service from the operation of the proposed station, and what other broadcast services are available to those areas and populations.

4. To determine whether the proposed station would render primary service to a substantial portion of the primary service area of Station WJBK, Detroit, Michigan.

5. To determine whether a grant of this application would be consistent with the provisions of § 3.35 of the Commission's regulations.

6. To determine the availability of other assignments for the Ann Arbor, Michigan, area which would permit unlimited time operation in accordance with the standards of good engineering practice.

7. To determine whether the granting of this application would be consistent with the policy announced by the Commission in its Supplemental Statement of Policy, dated January 26, 1944.

8. To determine whether, in view of the facts adduced under the foregoing issues, public interest, convenience and necessity would be served by the granting of the application of Washtenaw Broadcasting Company, Inc., File No. B2-P-3307, its application File No. B2-P-3595, the application of James F. Hopkins, Inc., File No. B2-P-3291, or any of them.

By the Commission.

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 44-10327; Filed, July 13, 1944; 10:33 a. m.]

[Docket No. 6231]

WASHTENAW BROADCASTING COMPANY, INC.

ORDER DESIGNATING REINSTATED APPLICATION FOR HEARING ON STATED ISSUES

In re application of Washtenaw Broadcasting Company, Inc. (New) Ann Arbor, Michigan, for construction permit; File Nos. B2-P-3307, B2-P-3595.

At a session of the Federal Communications Commission held at its offices in Washington, D. C., on the 27th day of June, 1944;

The Commission, having under consideration (1) the application (filed March 3, 1944) by Washtenaw Broadcasting Company, Inc., for construction permit (file No. B2-P-3595); and (2) its petition (filed June 23, 1944) requesting reinstatement of its application for construction permit (file No. B2-P-3307, dismissed without prejudice on June 23, 1942) and for consolidation of said application as reinstated, including all the material pleadings and evidence adduced in connection with the hearing thereof,

with its application for construction permit (B2–P–3595); *It is ordered:*

(1) That the application of Washtenaw Broadcasting Company, Inc., for construction permit (File No. B2–P–3307) be, and it is hereby reinstated: (2) That said application for construction permit (File No. B2–P–3307), as reinstated, including all the material pleadings and evidence adduced on the hearing thereof, as supplemented and modified by Washtenaw application (File No. B2–P–3595), be, and the same is hereby designated for further hearing, to be held on the 27th day of July, 1944 in a consolidated proceeding with the hearing on the application of James F. Hopkins, Inc. (File No. B2–P–3291; Docket No. 6230) upon the following issues:

1. To determine the qualifications of the applicant corporation to construct and operate the proposed station.

2. To obtain full information with respect to the nature and character of the proposed program service.

3. To determine the areas and populations gaining primary service from the operation of the station proposed, with power of either 250 w or 1 kw, and what other broadcast services are available to those areas and populations.

4. To determine whether the granting of this application would be consistent with the policy announced by the Commission in its Supplemental Statement of Policy, dated January 26, 1944.

5. To determine the availability of other assignments for the Ann Arbor, Michigan, area which would permit unlimited time operation in accordance with the Standards of Good Engineering Practice.

6. To determine whether, in view of the facts adduced under the foregoing, issues, public interest, convenience or necessity would be served by the granting of the application of Washtenaw Broadcasting Company, Inc., File No. B2–P–3307 as supplemented and modified by its application File No. B2–P–3595, the application of James F. Hopkins, Inc., File No. B2–P–3291 or any of them.

By the Commission.

[SEAL] T. J. SLOWIE, *Secretary.*

[F. R. Doc. 44–10328; Filed, July 13, 1944; 10:33 a. m.]

[Docket No. 6631]

UNITED BROADCASTING CO.

ORDER DESIGNATING APPLICATION FOR HEARING ON STATED ISSUES

In re application of United Broadcasting Company (WHKC), Columbus, Ohio, for renewal of license; File No. B2–R–289.

At a session of the Federal Communications Commission held at its offices in Washington, D. C., on the 5th day of July, 1944;

The Commission having under consideration a petition filed (June 2, 1944) by International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, affiliated with the Congress of Industrial Organizations, and Local 927, UAW–CIO, Columbus, Ohio, for reconsideration and hearing, directed against the action of the Commission on May 16, 1944, granting the above-entitled application; and the opposition to the petition filed (June 9, 1944) by United Broadcasting Company (WHKC); and

It appearing, that the petition alleges Station WHKC is throttling free speech and is, therefore, not operating in the public interest in that

(a) The station has a policy not to permit the sale of time for programs which solicit memberships, discuss controversial subjects, race, religion and politics;

(b) The station does not apply this practice uniformly, but on the contrary applies that policy "strictly to those with whom the management of Station WHKC disagrees, including petitioners, and loosely or not at all with respect to others";

(c) The station unfairly censored scripts submitted by petitioners, and;

It appearing further, from the WHKC opposition to the UAW-CIO petition that the licensee of Station WHKC has not directly responded to, admitted or denied the allegations of the said UAW-CIO petition;

Now, therefore it is ordered,

(1) That the UAW-CIO petition be, and it is hereby, designated for hearing on August 15, 1944, at an hour and place to be designated;

(2) That, pursuant to the provisions of Sections 308 (b) and 312 (a) of the Communications Act of 1934, as amended, the United Broadcasting Company (WHKC), Columbus, Ohio, shall, and it is hereby, directed to file with the Commission on or before the 5th day of August, 1944, a statement of fact concerning the operation of its Station WHKC by the present licensee, with particular reference to the allegations of the UAW-CIO petition; and as to whether or not the station has been operated in the public interest;

(3) That United Broadcasting Company (WHKC) be, and it is hereby, directed to be prepared at said hearing to offer evidence in support of its statements of fact so filed as directed herein, and in answer to the allegations of the UAW-CIO petition.

[SEAL] FEDERAL COMMUNICATIONS COMMISSION, T. J. SLOWIE, *Secretary.*

[F. R. Doc. 44–10329; Filed, July 13, 1944, 10:33 a. m.]

[Docket No. 6632]

TEXAS STAR BROADCASTING CO.

ORDER DESIGNATING APPLICATION FOR HEARING ON STATED ISSUES

In re application of Texas Star Broadcasting Company (KTHT), Houston, Tex., for station license (following construction); File No. B3–L–1813.)

At a session of the Federal Communications Commission held at its offices in Washington, D. C., on the 5th day of July 1944;

The Commission, having under consideration the proceedings heretofore held in connection with the application of Texas Star Broadcasting Company (File No. B3–P–3006, Docket No. 6089), for construction permit, the application of the same applicant dated June 30, 1944, file No. B3–L–1813, for regular station license, and its request dated June 30, 1944 for authority to begin program tests;

It is ordered, That the application for license (B3–L–1813) be, and the same is hereby, designated for hearing, before the Commission at its offices at 10.30 a. m., July 10, 1944, or at such later date as may be fixed upon request of applicant, upon the following issues:

1. To determine the truthfulness and accuracy of representations made by or in behalf of the applicant in the application (B3–P–3006) for construction permit, in the course of the hearings on the application, and in communications and documents addressed to the Commission; and

2. To determine the qualifications of the applicant to operate the broadcast station for which a license is requested in the public interest.

It is further ordered, That the request for authority to begin program tests be, and the same is deferred, for consideration at the conclusion of the hearing or on July 18, 1944, whichever is earlier, and

It is further ordered, That Scripps-Howard Radio, Inc. and Greater Houston Broadcasting Company, Inc. be given notice of this proceeding and the opportunity to present evidence on the above issues.

By the Commission.

[SEAL] T. J. SLOWIE, *Secretary.*

[F. R. Doc. 44–10330; Filed, July 13, 1944; 10:33 a. m.]

[Docket No. 6609]

BERKS BROADCASTING CO.

NOTICE OF HEARING

In re application of Berks Broadcasting Company (WEEU), date filed November 26, 1943, for renewal of license; class of service, broadcast; class of station, broadcast; location, Reading, Pa.; operating assignment specified: frequency, 850 kc., power, 1 kw., hours of operation, daytime; File No. B2–R–802.

You are hereby notified that the Commission has examined the application in the above-entitled case and has designated the matter for hearing for the following reasons:

1. To determine whether Station WEEU renders primary service to a substantial portion of the primary service area of Station WRAW.

2. To determine whether Station WRAW renders primary service to a substantial portion of the primary service area of Station WEEU.

3. To determine who are the officers, directors, and stockholders of Berks Broadcasting Company (WEEU) and Reading Broadcasting Company (WRAW), and the amount of stock held, owned, and/or voted by each.

4. To obtain full information with respect to the connections and relationships, direct or indirect, the nature, extent and effect thereof, existing between the licensee of Station WEEU, the officers, directors and stockholders thereof, or any of them, and the officers, directors, and stockholders of Station WRAW, or any of them.

5. To determine whether a grant of the instant application would be consistent with the provisions of § 3.35 of the Commission's regulations.

6. To determine whether, in view of the facts adduced under the foregoing issues, public interest, convenience, or necessity would be served through the granting of this application.

The application involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicant on the basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's rules of practice and procedure. Persons other than the applicant who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commision's rules of practice and procedure.

The applicant's address is as follows: Berks Broadcasting Company, Radio Station WEEU, 533 Penn Street, Reading, Pennsylvania.

Dated at Washington, D. C., July 7, 1944.

By the Commission.

[SEAL] T. J. SLOWIE, *Secretary.*

[F. R. Doc. 44–10317; Filed, July 13, 1944. 10:33 a. m.]

[Docket No. 6610]

MEMPHIS PUBLISHING CO.

NOTICE OF HEARING

In re application of Memphis Publishing Company, (WMC), date filed April 1, 1944, for renewal of license for main & auxiliary trans; class of service, broadcast; class of station, broadcast; location, Memphis, Tennessee; operating assignment specified: frequency, 790 kc; power, 5 kw (Main), 500 w (Aux.), hours of operation, unlimited (Main) (DA–night), Aux. Purposes only (Aux.); File No. B3–R–447.

You are hereby notified that the Commission has examined the application in the above-entitled case and has designated the matter for hearing for the following reasons:

1. To determine whether Station WMC renders primary service to a substantial portion of the primary service area of Station WMPS.

2. To determine whether Station WMPS renders primary service to a substantial portion of the primary service area of Station WMC.

3. To determine who are the officers, directors, and stockholders of Memphis Publishing Company (WMC) and of Memphis Broadcasting Company (WMPS), and the amount of stock owned, held, or voted by each.

4. To obtain full information with respect to the connections and relationships, direct or indirect, the nature, extent, and effect thereof, existing between the licensee of Station WMC, the officers, directors, and stockholders thereof, or any of them, and the officers, directors, and stockholders of the licensee of Station WMPS, or any of them.

5. To determine whether a grant of the instant application would be consistent with the provisions of § 3.35 of the Commission's regulations.

6. To determine whether, in view of the facts adduced under the foregoing issues, public interest, convenience, or necessity would be served through the granting of this application.

The application involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicant on the basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's rules of practice and procedure. Persons other than the applicant who desire to be heard must file a petition to intervene in accordance with the provisions of §1.102 of the Commission's rules of practice and procedure.

The applicant's address is as follows: Memphis Publishing Company, Radio Station WMC, 495 Union Avenue, Memphis 1, Tennessee.

Dated at Washington, D. C., July 7, 1944.

By the Commission.

[SEAL] T. J. SLOWIE, *Secretary.*

[F.R. Doc 44–10318; Filed July 13, 1944; 10:33 a. m.]

[Docket No. 6614]

FISHER'S BLEND STATION, INC.

NOTICE OF HEARING

In re application of Fisher's Blend Station, Inc., (KOMO), date filed, January 31, 1944, for renewal of license (main and auxiliary); class of service, broadcast; class of station, broadcast; location, Seattle, Washington; operating assignment specified; frequency, 1000 kc., power, 5 kw. (main), 1 kw. (aux.); hours of operation, unlimited; file No. B5–R–67.

You are hereby notified that the Commission has examined the application in the above-entitled case and has designated the matter for hearing for the following reasons:

1. To determine whether Station KOMO renders primary service to a substantial portion of the primary service area of Station KJR.

2. To determine whether Station KJR renders primary service to a substantial portion of the primary service area of Station KOMO.

3. To determine whether a grant of the instant application would be consistent with the provisions of § 3.35 of the Commission's regulations.

4. To determine whether, in view of the facts adduced under the foregoing issues, public interest, convenience, or necessity would be served through the granting of this application.

The application involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicant on the basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's rules of practice and procedure. Persons other than the applicant who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's rules of practice and procedure.

The applicant's address is as follows: Fisher's Blend Station, Inc., Radio Station KOMO, Skinner Bldg., 1326 Fifth Avenue, Seattle 1, Washington.

Dated at Washington, D. C., July 8, 1944.

By the Commission.

[SEAL] T. J. SLOWIE, *Secretary.*

[F. R. Doc. 44–10319; Filed, July 13, 1944; 10:33 a. m.]

[Docket No. 6615]

SIOUX FALLS BROADCASTING ASSOCIATION, INC.

NOTICE OF HEARING

In re application of Sioux Falls Broadcast Association, Inc. (KSOO), date filed February 2, 1944, for renewal of license; class of service, broadcast; class of station, broadcast; location, Sioux Falls, So. Dakota; operating assignment specified: frequency, 1140 kc; power, 5 kw, hours of operation limited; File No. B4–R–650.

You are hereby notified that the Commission has examined the application in the above-entitled case and has designated the matter for hearing for the following reasons:

1. To determine whether Station KSOO renders primary service to a substantial portion of the primary service area of Station KELO.

2. To determine whether Station KELO renders primary service to a substantial portion of the primary service area of Station KSOO.

3. To determine whether a grant of the instant application would be consistent with the provisions of § 3.35 of the Commission's regulations.

4. To determine whether, in view of the facts adduced under the foregoing issues, public interest, convenience, or necessity would be served through the granting of this application.

The application involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicant on the

basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's rules of practice and procedure. Persons other than the applicant who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's rules of practice and procedure.

The applicant's address is as follows: Sioux Falls Broadcast Association, Inc., Radio Station KSOO, % Manager, 317 South Phillips Avenue, Sioux Falls, South Dakota.

Dated at Washington, D. C., July 8, 1944.

By the Commission.

[SEAL] T. J. SLOWIE, *Secretary.*

[F. R. Doc. 44-10320; Filed, July 13, 1944; 10:33 a. m.]

[Docket No. 6616]

KGKO BROADCASTING CO.

NOTICE OF HEARING

In re application of KGKO Broadcasting Company, (KGKO), date filed, March 24, 1944, for renewal of license; class of service, broadcast; class of station, broadcast; location, Fort Worth, Texas; operating assignment specified: frequency, 570 kc, power, 5 kw, hours of operation, unlimited (DA-night); file No. B3-R-747.

You are hereby notified that the Commission has examined the application in the above-entitled case and has designated the matter for hearing for the following reasons:

1. To determine whether Station KGKO renders primary service to a substantial portion of the primary service area of Stations WBAP-WFAA.

2. To determine whether Stations WBAP and WFAA render primary service to a substantial portion of the primary service area of Station KGKO.

3. To determine who are the officers, directors, and stockholders of KGKO Broadcasting Company, Carter Publications Inc., and A. H. Belo Corporation, licensees of Stations KGKO, WBAP, and WFAA, respectively, and the amount of stock held or voted by each in said licensee corporations.

4. To obtain full information with respect to the connection and relationships, direct or indirect, the nature and extent thereof, existing between the licensees of Station KGKO, WBAP, and WFAA, and/or the officers, directors, and/or stockholders thereof, or any of them.

5. To determine whether a grant of the instant application would be consistent with the provisions of § 3.35 of the Commission's regulations.

6. To determine whether, in view of the facts adduced under the foregoing issues, public interest, convenience, or necessity would be served through the granting of this application.

The application involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicant on the basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's rules of practice and procedure. Persons other than the applicant who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's rules and practice and procedure.

The applicant's address is as follows: KGKO Broadcasting Company, Radio Station KGKO, Star-Telegram Building, 400 W. 7th Street, Fort Worth 2, Texas.

Dated at Washington, D. C., July 10, 1944.

By the Commission.

[SEAL] T. J. SLOWIE, *Secretary.*

[F. R. Doc. 44-10321; Filed, July 13, 1944; 10:34 a. m.]

[Docket No. 6617]

CARTER PUBLICATIONS, INC.

NOTICE OF HEARING

In re application of Carter Publications, Inc. (WBAP), date filed, December 1, 1943; for renewal of license; class of service, broadcast; class of station, broadcast; location, Fort Worth, Texas; operating assignment specified: frequency, 820 kc, power, 50 kw, hours of operation, shares time equally with WFAA: File No. B3-R-404.

You are hereby notified that the Commission has examined the application in the above-entitled case and has designated the matter for hearing for the following reasons:

1. To determine whether Station WBAP renders primary service to a substantial portion of the primary service area of Station KGKO.

2. To determine whether Station KGKO renders primary service to a substantial portion of the primary service area of Station WBAP.

3. To determine who are the officers, directors, and stockholders of Carter Publications, Inc., KGKO Broadcasting Company, and A. H. Belo Corporation, licensees of Stations WBAP, KGKO, and WFAA, respectively, and the amount of stock held, and/or voted by each in said licensee corporations.

4. To obtain full information with respect to the connections and relationships, direct or indirect, the nature, extent, and effect thereof, existing between the licensees of Stations WBAP, KGKO, and WFAA, and the officers, directors, and stockholders thereof, or any of them.

5. To determine whether a grant of the instant application would be consistent with the provisions of § 3.35 of the Commission's regulations.

6. To determine whether, in view of the facts adduced under the foregoing issues, public interest, convenience, or necessity would be served through the granting of this application.

The application involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicant on the basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's rules of practice and procedure. Persons other than the applicant who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's rules of practice and procedure.

The applicant's address is as follows: Carter Publications, Inc., Radio Station WBAP, 400 West Seventh Street, Fort Worth 3, Texas.

Dated at Washington, D. C., July 10, 1944.

By the Commission.

[SEAL] T. J. SLOWIE, *Secretary.*

[F. R. Doc. 44-10322; Filed, July 13, 1944; 10:34 a. m.]

[Docket No. 6618]

A. H. BELO CORP.

NOTICE OF HEARING

In re application of A. H. Belo Corporation (WFAA), date filed, November 26, 1943, for renewal of license; class of service, broadcast; class of station, broadcast; location, Dallas, Texas; operating assignment specified: frequency, 820 kc, power, 50 kw, hours of operation, shares time equally with WBAP; File No. B3-R-395.

You are hereby notified that the Commission has examined the application in the above-entitled case and has designated the matter for hearing for the following reasons:

1. To determine whether Station WFAA renders primary service to a substantial portion of the primary service area of Station KGKO.

2. To determine whether Station KGKO renders primary service to a substantial portion of the primary service area of Station WFAA.

3. To determine who are the officers, directors, and stockholders of A. H. Belo Corporation and of KGKO Broadcasting Company, licensees of Stations WFAA and KGKO respectively, and the amount of stock held, and/or voted by each in said licensee corporations.

4. To obtain full information with respect to the connections and relationships, direct or indirect, the nature, extent, and effect thereof, existing between the licensee of Station WFAA, the officers, directors, and stockholders thereof, or any of them, and the officers, directors, and stockholders, or any of them, of KGKO Broadcasting Company.

5. To determine whether a grant of the instant application would be consistent with the provisions of § 3.35 of the Commission's regulations.

6. To determine whether, in view of the facts adduced under the foregoing issues, public interest, convenience, or necessity would be served through the granting of this application.

The application involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicant on the basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's rules of practice and procedure. Persons other than the applicant who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's rules of practice and procedure.

The applicant's address is as follows: A. H. Belo Corporation, Radio Station WFAA, 801 Commerce Street, Attention M. B. Campbell, Dallas 2, Texas.

Dated at Washington, D. C., July 10, 1944.

By the Commission.

[SEAL] T. J. SLOWIE, *Secretary.*

[F. R. Doc. 44-10323; Filed, July 13, 1944; 10:36 a. m.]

[Docket Nos. 6620 and 6621]

STANDARD BROADCASTING CO. AND PACIFIC COAST BROADCASTING CO.

NOTICE OF HEARING

In re application of Standard Broadcasting Co., (KFVD), date filed February 14, 1944, for renewal of license; class of service, broadcast; class of station, broadcast; location, Los Angeles, California; operating assignment specified: frequency, 1020 kc; power, 1 kw; hours of operation limited; File No. B5-R-54.

In re application of Pacific Coast Broadcasting Co., (KPAS), date filed, February 16, 1944, for renewal of license; class of service, broadcast; class of station, broadcast; location, Pasadena, California; operating assignment specified: frequency, 1110 kc; power, 10 kw; hours of operation unlimited (DA—night and day); File No. B5-R-1189.

You are hereby notified that the Commission has examined the applications in the above-entitled cases and has designated the matters for hearing for the following reasons:

1. To determine whether Station KFVD renders primary service to a substantial portion of the primary service area of Station KPAS.

2. To determine whether Station KPAS renders primary service to a substantial portion of the primary service area of Station KFVD.

3. To obtain full information with respect to the connections and relationships, direct or indirect, the nature, extent, and effect thereof, existing between the license of Station KPAS, the officers, directors, and stockholders thereof, or any of them, and the officers, directors, and stockholders of the licensee of Station KFVD, or any of them.

4. To determine whether a grant of these applications would be consistent with the provisions of section 3.35 of the Commission's regulations.

5. To determine whether the statements and representations made in the various applications, documents and reports filed with the Commission on behalf of the applicant by its officers, directors and/or agents have fully and accurately reflected the facts concerning the ownership and distribution of the stock of the company.

6. To determine whether all contracts and agreements which have been entered into by applicant's officers, directors, stockholders, and/or agents relative to the sale and transfer of the stock of the applicant corporation, have been reported to the Commission as required by § 43.1 of the rules and regulations.

7. To determine whether, in view of the facts adduced under the foregoing issues, public interest, convenience, or necessity would be served through the granting of these applications.

The applications involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicants on the basis of a record duly and properly made by means of a formal hearing.

The applicants are hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's rules of practice and procedure. Persons other than the applicants who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's rules of practice and procedure.

The applicants' addresses are as follows: Pacific Coast Broadcasting Company, Radio Station KPAS, c/o Huntington Hotel, 1401 South Oak Knoll, Pasadena 5, California; Standard Broadcasting Company, Radio Station KFVD, 338 South Western Avenue, Los Angeles 5, California.

Dated at Washington, D. C., July 8, 1944.

By the Commission.

[SEAL] T. J. SLOWIE, *Secretary.*

[F. R. Doc. 44-10324; Filed, July 13, 1944, 10:36 a. m.]

[Docket No. 6624]

MIAMI BROADCASTING CO.

NOTICE OF HEARING

In re application of Miami Broadcasting Company (WQAM), date filed, April 12, 1944, for modification of license to use auxiliary transmitter during night hours of operation, class of service, broadcast; class of station, broadcast; location, Miami, Florida; operating assignment specified: frequency, 560 kc, power, 1 kw night; 5 kw day; auxiliary 1 kw. (nighttime), hours of operation, unlimited; file No. B3-ML-1194.

You are hereby notified that the Commission has examined the application in the above-entitled case and has designated the matter for hearing for the following reasons:

1. To determine the need for the use of the 1 kw auxiliary transmitter for the transmission of regular programs during nighttime hours of operation.

2. To determine whether the use of the 1 kw auixiliary transmitter for the transmission of regular programs during nighttime hours of operation would result in a more efficient use of transmitting equipment.

3. To determine whether the operation, as proposed, complies with § 3.64 of the Commission's rules.

4. To determine whether, in view of the facts adduced under the foregoing issues, public interest, convenience, or necessity would be served through the granting of this application.

The application involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicant on the basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's rules of practice and procedure. Persons other than the applicant who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's rules of practice and procedure.

The applicant's address is as follows: Miami Broadcasting Co., Radio Station WQAM, 327-329 N. E. First Avenue, Miami, Florida.

Dated at Washington, D. C., July 8, 1944.

By the Commission.

[SEAL] T. J. SLOWIE, *Secretary.*

[F. R. Doc. 44-10325; Filed, July 13, 1944; 10:36 a. m.]

[Docket No. 6626]

BROADCASTING SERVICE ORGANIZATION, INC.

NOTICE OF HEARING

In re application of Broadcasting Service Organization, Inc. (WORL), date filed, May 27, 1944; for renewal of license (main and auxiliary); class of service, broadcast; class of station, broadcast; location, Boston, Mass.; operating assignment specified: frequency, 950 kc, power, 1 kw, 500 w auxiliary, hours of operation, daytime, auxiliary—for auxiliary purposes only; File No. B1-R-205.

You are hereby notified that the Commission has examined the application in the above-entitled case and has designated the matter for hearing for the following reasons:

1. To determine who are the present owners of the stock of the applicant corporation, and when and from whom said stock was acquired.

2. To determine whether the license granted to the applicant corporation, or the rights or responsibilities incident thereto, have been in any manner, either directly or indirectly, transferred, as-

signed, or disposed of without the consent of the Commission, as provided by the Communications Act of 1934, as amended, and particularly section 310 (b) thereof.

3. To determine whether the statements and representations made in the various applications, documents, and reports filed with the Commission on behalf of the applicant, by its officers, directors, and/or agents, have fully and accurately reflected the facts concerning the ownership and distribution of the stock of the company.

4. To determine whether the applicant's officers, directors, stockholders, and/or agents, or either of them, have made false statements and representations to the Commission as to the ownership, transfer, and/or control of the stock of the applicant.

5. To determine whether all contracts and agreements which have been entered into by applicant's officers, directors, stockholders, and/or agents, relative to the sale and transfer of the stock of the applicant corporation, have been reported to the Commission as required by § 43.1 of the rules and regulations.

6. To determine whether in view of the facts adduced under the foregoing issues, public interest, convenience, or necessity would be served by granting the instant application.

The application involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicant on the basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's rules of practice and procedure. Persons other than the applicant who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's rules of practice and procedure.

The applicant's address is as follows: Broadcasting Service Organization, Inc., Radio Station WORL, 610 Beacon Street, Boston 15, Massachusetts.

Dated at Washington, D. C., July 8, 1944.

By the Commission.

[SEAL] T. J. SLOWIE, *Secretary.*

[F. R. Doc. 44-10326; Filed, July 13, 1944; 10:36 a. m.]

FEDERAL TRADE COMMISSION.

[Docket No. 5177]

GROCERY DISTRIBUTORS ASSN. OF NORTHERN CALIFORNIA, ET AL.

ORDER APPOINTING TRIAL EXAMINER AND FIXING TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 11th day of July, A. D. 1944.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission,

It is ordered, That John W. Norwood, a trial examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Tuesday, August 15, 1944, at ten o'clock in the forenoon of that day (Pacific standard time), in Room 449, Post Office Building, San Francisco, California.

Upon completion of testimony for the Federal Trade Commission, the Trial Examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The Trial Examiner will then close the case and make his report upon the facts; conclusions of facts; conclusions of law; and recommendation for appropriate action by the Commission.

By the Commission.

[SEAL] OTIS B. JOHNSON, *Secretary.*

[F. R. Doc. 44-10333; Filed, July 13, 1944; 11:13 a. m.]

OFFICE OF ALIEN PROPERTY CUSTODIAN.

[Vesting Order 500A-81]

CERTAIN JAPANESE, AMERICAN, AND GERMAN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on April 17, 1944.

[SEAL] JAMES E. MARKHAM, *Alien Property Custodian.*

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
A. For. 66486	Japanese Holiday Picture Tales. 1933	Chiyono Sugimoto of Japan (Nationality: Japanese).	Chiyono Sugimoto, Kiyooka, 451 Sankocho, Shirokane, Shiboku, Tokyo, Japan (Nationality: Japanese).	Author and owner.
A. For. 950177	With Taro and Hana in Japan. 1926	Etsu Inagaki Sugimoto of Japan (Nationality: Japanese) and Nancy Virginia Austin of U. S. A. (Nationality: American).	Frederick A. Stokes Co., 443 4th Ave., New York, N. Y. (Nationality: American).	Etsu Inagaki Sugimoto.
A. For. 36485	Tabelle der Schwingungszahlen der auf das Vakum Reduzierten Wellenlangen Zwischen 2000 A und 10000 A. 1925.	Heinrich Gustav, Johannes Kayser of Germany (Nationality: German).	S. Hirzel, Konigstr. 2, Leipzig, Germany (Nationality: German).	Author and owner.
Unknown	Handbuch der Wissenschaftlichen und Angewandten Photographie, Volume 1, Das Photographische Objektiv. 1932.	Unknown	Julius Springer, Vienna, Austria (Nationality: German).	Owner.

[F. R. Doc. 44-10155; Filed, July 11, 1944; 11:16 a. m.]

[Vesting Order 500A-82]

CERTAIN GERMAN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on April 17, 1944.

[SEAL] JAMES E. MARKHAM, *Alien Property Custodian.*

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown	Beilstein's Handbuch der organischen Chemie, vierte auflage, Zweites Ergänzungswerk, v. 5, 1943.	Friedrich Konrad Beilstein of Germany (Nationality: German).	Julius Springer, Berlin, Germany (Nationality: German).	Author and owner.

[F. R. Doc. 44-10156; Filed, July 11, 1944; 11:16 a. m.]

[Vesting Order 500A–83]

CERTAIN GERMAN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on May 3, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright No.	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown	Handbuch der Wissenschaftlichen und Angewandten Photographie, Volume II, 1931.	Karl Fritschow (Nationality not established).	Julius Springer, Vienna, Austria (Nationality: German).	Owner.
A for. 29174	Ausgewahlte Werke in Sechs Banden 1–6 bd.—2 bd. Hanneles Himmelfahrt, 1925.	Gerhart Johann Robert Hauptmann of Germany (Nationality: German).	S. Fischer Verlag, Lutzowstr 89190, Berlin, Germany (Nationality: German).	Author and owner.

[F. R. Doc. 44–10157; Filed, July 11, 1944; 11:16 a. m.]

[Vesting Order 500A–84]

CERTAIN GERMAN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on May 5, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright No.	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown	Praktische Getriebelehre, Volume II, 1939.	Dr.-Ing. Kurt Rauh (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
A. For. 12710	Nachtrag zu Muret-Sanders englisch-deutsch und deutsch-englisches Wörterbuch. 2 T., 1931.	E. Klatt of Germany (Nationality: German).	Langenscheidt'sche Verlagsbuchhandlung, Berlin-Schoneberg, Germany (Nationality: German).	Author and owner.

[F. R. Doc. 44–10158; Filed, July 11, 1944; 11:16 a. m.]

[Vesting Order 500A–85]

CERTAIN GERMAN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on May 9, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright No.	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown	Anatomische Organkrankheiten aus Seelischer Ursache. 1930.	Leopold Alkan (Nationality not established).	Hippokrates-Verlag G. m. b. H., Stuttgart, Germany (Nationality: German).	Owner.
Unknown	Die Köperform als Spiegel der Siele. 1929.	Wilhelm Böhle (Nationality not established).	B. G. Teubner, Leipzig, Germany (Nationality: German).	Owner.
Unknown	Der Internationale Kapitalismus und die Krise. 1932.	J. Wolfe (Nationality not established).	Ferdinand Enke, Stuttgart, Germany (Nationality: German).	Owner.
Unknown	Die Psychischen Heilmethoden. 1927.	Karl Birnbaum (Nationality not established).	Georg Thieme, Leipzig, Germany (Nationality: German).	Owner.
Unknown	Psychotherapie des Frauenarztes. 1934.	Dr. Fritz Wengraf (Nationality not established).	Verlag der Psychotherapeutischen Praxis Weidmann & Co., Wien—Leipzig, Germany (Nationality: German).	Owner.

[F. R. Doc. 44–10159; Filed, July 11, 1944; 11:17 a. m.]

[Vesting Order 500A–86]

CERTAIN GERMAN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on May 15, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright No.	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
A for. 16420	Technologisches Wörterbuch. Gewerbe, Technik und ihre wissenschaftlichen Grundlagen. 1. Bd. Deutsch-Französisch-Englisch. 6. vollkommen neubearbeitete Auflage. 1932.	Egbert Hoyer u. Franz Kreuter bearb. Schlomann, Alfred of Germany (Nationalities: German).	Julius Springer, Linkstrasse 23, Berlin, Germany (Nationality: German).	Authors and owner.
A for. 16714	Technologisches Wörterbuch. Gewerbe, Industrie, Technik und ihre wissenschaftlichen Grundlagen. 6. vollkommen neubearbeitete Auflage. 2. Bd. Deutsch-Englisch-Französisch. 1932.	Egbert Hoyer u. Franz Kreuter bearb. Schlomann, Alfred of Germany (Nationalities: German).	Julius Springer, Linkstrasse 23, Berlin, Germany (Nationality: German).	Authors and owner.
A for. 16715	Technologisches Wörterbuch. Gewerbe, Industrie, Technik und ihre wissenschaftlichen Grundlagen. 6. vollkommen neubearbeitete Auflage. 3. Bd. Französisch-Deutsch-Englisch. 1932.	Egbert Hoyer u. Franz Kreuter bearb. Schlomann, Alfred of Germany (Nationalities: German).	Julius Springer, Linkstrasse 23, Berlin, Germany (Nationality: German).	Authors and owner.

[F. R. Doc. 44–10160; Filed, July 11, 1944; 11:17 a. m.]

[Vesting Order 500A–87]

CERTAIN GERMAN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on May 23, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown	Chinesische Architektur. 340 Tafeln in lichtdruk: 270 Tafeln mit 591 Bildern nach photographischen vorlagen und 70 Tafeln nach Zeichnungen. 6 Farben tafeln und 39 Abbildungen in text. Zwei Bände, Erster Band. 1935.	Ernst Boerschmann (Nationality not established).	Ernst Wasmuth A. G., Berlin, Germany, (Nationality: German).	Owner.

[F. R. Doc. 44–10161; Filed, July 11, 1944; 11:17 a. m.]

[Vesting Order 500A–1]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners or presumptive owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows:

All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing.

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on December 12, 1942.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright No.	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners or potential owners of copyrights	Column 5 Identified persons whose interests are being vested
A. Foreign 48219	Explosions und Verbrennungsvorgange in gasen (Mit 277 abbildungen im text).	Wilhelm Jost, of Germany	Julius Springer, Berlin, Germany	Author and owner.
A. Foreign 40931	Organisch Chemische experimentierkunst, mit 265 abbildungen im text.	Conrad Weygand, of Germany	Johann Ambrosius Barth, of Leipzig, Germany.	Author and owner.
A Foreign 48206	Ferromagnetismus	Richard Becker and Werner Doring, of Germany.	Julius Springer, Berlin, Germany	Authorsandowner.
A. Foreign 39165	Handbuch Furlehrlinge das Allegmeinen Feinmechanik (3 Ausg.).	Robert Bosch, of Germany	V. D. I. Verlag G. m. b. h., Berlin, Germany.	Author and owner
A. Foreign 16107	Messtechnik (3 Aufl.)	Max Kurrein, of Germany	Julius Springer, Berlin, Germany	Author and owner.
A. Foreign 23116	Die Fernrohre und Entfernungsmesser	A. Konig, of Germany	Julius Springer, Berlin, Germany	Author and owner.
A. Foreign 11309	Die Optischen Instrumente (Aufl. 4)	Moritz von Rohr, of Germany	Julius Springer, Berlin, Germany	Author and owner.
A. Foreign 12062	Technische Winkelmessungen (2 Aufl.)	Georg Berndt, of Germany	Julius Springer, Berlin, Germany	Author and owner.
A. Foreign 10358	Explosifs Poutres Gaz de Combat (2d ed.)	Paul Pascal, of France	Hermann et Cie, Paris, France	Author and owner.
R. 28199	La Boheme (4 quadro de Giuseppe Giacosa e Luigi Illica. Musica di Giacomo Puccini. Rid. per canto e pfte. di Carlo Carignani).	Giacomo Puccini, of Italy	Giacomo Puccini, Milan, Italy	Author and owner.
Unknown	Die Blinckularen Instrumente	Moritz von Rohr, of Germany	Julius Springer, Berlin, Germany	Author and owner.
Unknown	Praktische Optik	Paul Schrott, nationality unknown	Julius Springer, Berlin, Germany	Owner.
Unknown	Handbuch Der Deutschen Aktien Gesellschaft	Editor unknown (Compilation)	Hoppenstedt & Co., Berlin, Germany.	Owner.
E. Foreign 33552	Der Verlorene Walzer	Robert Gilbert, (nationality unknown) and Robert Stolz, of Austria.	Doremi Musikverlag, of Basel, Switzerland and Berlin, Germany.	Doremi Musikverlag, of Berlin, Germany.
E. Unpublished 76829.	Verlorene Walzer	Paul Knepler and J. N. Welleminsky (nationality unknown) and Robert Stolz, of Austria.	Doremi Musikverlag, of Basel, Switzerland, and Germany; Dreiklang Verlag A. G., of Berlin, Germany (Owner and assignee, respectively).	Doremi Musikverlag, and Dreiklang Verlag, both of Berlin, Germany.
L. 2063	Zwei Herzen in ¾ Takt	Super-film g. m. b. h., of Germany	Super-film g. m. b. h., of Germany (Assignee).	Super-film, g. m. b. h., of Germany.
D. Unpublished 65928.	The Lost Waltz	Dailey Paskman, and Wm. A. Drake, of the United States, and Robert Stolz, of Austria.	Wm. A. Drake (address unknown) and Dailey Paskman, Douglaston, Long Island, N. Y.	Doremi Musikverlag, of Berlin, Germany.
D. 26683	Der Verlorene Walzer	Paul Knepler and J. M. Welleminsky (nationality unknown).	Doremi Musikverlag, of Basel, Switzerland and Berlin, Germany.	Doremi Musikverlag, of Berlin, Germany.
A. 115756	Under the Open Sky; my early years	Martin Anderson Nexo, residing at Gentofte, Denmark, of Denmark.	Vanguard Press, Inc., and Hearst Publications, Inc., both of New York, N. Y.	Author.
A. 98245	Hell Beyond the Seas	Aage Krarup Nielsen, residing at Copenhagen, Denmark, of Denmark.	Vanguard Press, Inc., and Hearst Publications, Inc., both of New York, N. Y.	Author.
A. 82968	Ladies Whose Bright Eyes	Ford Madox Ford, of England	Ford Madox Ford, 37 Rue Denfert Rochereau, Paris VI, France.	Janice Tworkov Ford, assignee of copyright owner, whose last known address was Chemin de la calade, Toulon, France.
Unknown	Manuale Theologiae Dogmaticae, Volumes 1, 2, 3, and 4.	J. M. Herve, (nationality unknown)	Berche et Pagis, Paris, France	Owner.
A. 71373	Journey to the End of the Night	Louis-Ferdinand Celine, Paris, France of France.	Little, Brown and Company, Boston, Massachusetts.	Author.
Unknown	Death on the Installment Plan	Louis-Ferdinand Celine, Paris, France of France.	Little, Brown and Company, Boston, Massachusetts.	Author.
A. Foreign 20401	Handbuch der Organischen Chemie	F. K. Bellstein, of Germany	Julius Springer, Berlin, Germany	Author and owner.
A. Foreign 20402	Handbuch der Organischen Chemie	F. K. Bellstein, of Germany	Julius Springer, Berlin, Germany	Author and owner.
R 77224	Les Dieux Ont Soif (Roman)	Anatole France, of France	Lucien Pelchari, Paris, France	Owner.
Unknown	La Chartreuse De Parme	Dr. Andrew P. Pelmont, whose last known residence was Elbeuf (Seine Inf.) France (Translator), of France.	The MacMillan Co., New York, New York.	Author.
Unknown	War French	Col. Cornelius DeWitt Willcox whose last known residence was Biarrit (B. P.) France, of France.	The MacMillan Co., New York, New York.	Author.
Unknown	Trusts	Dr. Ernest Von Halle whose last known residence was Porsetdorf, Hamburg, Germany, of Germany.	The Macmillan Co., New York, New York.	Author.
Unknown	China Awakened	Mr. M. T. Z. Tyan whose last known residence was East City, Peking, China, of China.	The Macmillan Co., New York, New York.	Author.
Unknown	Elementary Algebra, Elements of Algebra	Professor Arthur Schultze whose last known residence was Merano, Italy, of Italy.	The Macmillan Co., New York, New York	Author.

Column 1 Copyright No.	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners or potential owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown	Prayer	Professor Mario Puglisi whose last known residence was Rome, Italy, of Italy.	The Macmillan Co., New York, New York.	Author.
Unknown	Gold and Central Banks	Dr. Feliks Milynarski whose last known residence was Warsaw, Poland, of Poland.	The Macmillan Co., New York, New York.	Author.
Unknown	The Destruction of Ancient Rome	Professor Rudolph Lanciani whose last known residence was Rome, Italy, of Italy.	The Macmillan Co., New York, New York.	Author.
Unknown	The Major Symptoms of Hysteria	Professor Pierre Janet whose last known residence was Paris, France, of France.	The Macmillan Co., New York, New York.	Author.
Unknown	How to Sing a Song	Mme. Yvette Guilbert whose last known residence was Paris, France, of France.	The Macmillan Co., New York, New York.	Author.
Unknown	Criticism in the Making	Professor Louis Caramian whose last known residence was Paris XIV France, of France.	The Macmillan Co., New York, New York.	Author.
Unknown	Stalin	Mme. Helyonne Barbusse whose last known residence was Paris, France, of France.	The Macmillan Co., New York, New York.	Author.

[F. R. Doc. 44–10236; Filed, July 12, 1944; 11:04 a. m.]

[Vesting Order 500A–4]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners or potential owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany. Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing:

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on January 4, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright No.	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners or potential owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown	Kurzgefasstes Handbuch Alle Legierungen	E. Janecke (Nationality unknown)	Julius Springer, of Berlin, Germany	Owner.
Unknown	Aerogram	Anfinn Refsdal	Anfinn Refsdal of Oslo, Norway	Owner.

[F. R. Doc. 44–10237; Filed, July 12, 1944; 11:04 a. m.]

[Vesting Order 500A–6]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 or said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners or potential owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A and/or (c) in Column 5, of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germay, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract, or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on January 9, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright No.	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners or potential owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown	Die Praxis der Offenlichen Verwaltung	Ernst von Harnack	Julius Springer of Berlin, Germany	Owner.

[F. R. Doc. 44–10238; Filed, July 12, 1944; 11:05 a. m.]

[Vesting Order 500A–7]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners or potential owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2 to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on January 27, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright No.	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners or potential owners of copyrights	Column 5 Identified persons whose interests are being vested
A Foreign 37788	Landolt-Bornstein Physikalisch-chemische Tabellen, 5 Aufl. 1 Erganzungsband.	Walther A. Roth and Karl Scheel of Germany.	Julius Springer of Berlin, Germany	Authors and owner.
A Foreign 11815	Landolt-Bornstein Physikalisch-Chemische Tabellen, 5 Aufl. 2 Erganzungsband. T. 1.	Oswald Bauer and Wilhelm Bottger of Germany.	Julius Springer of Berlin, Germany	Authors and owner.
A Foreign 13584	Landolt-Bornstein Physikalisch-chemische Tabellen. 5 Aufl. 2 Erganzungsband. T. 2.	D. Aufhauser and Oswald Bauer of Germany.	Julius Springer of Berlin, Germany	Authors and owner.
A Foreign 32190	Landolt-Bornstein Physikalisch-chemische Tabellen. 5 Aufl. 3 Erganzungsband, T. 1.	Walther A. Roth and Karl Scheel of Germany.	Julius Springer of Berlin, Germany	Authors and owner.
A Foreign 30921	Landolt-Bornstein Physikalisch-chemische Tabellen. 5 Aufl. 3 Erganzungsband. T. 2.	Walther A. Roth and Karl Scheel of Germany.	Julius Springer of Berlin, Germany	Authors and owner.
A Foreign 33891	Landolt-Bornstein Physikalisch-chemische Tabellen. 5 Aufl. 3 Erganzungsband. T. 3.	Walther A. Roth and Karl Scheel of Germany.	Julius Springer of Berlin, Germany	Authors and owner.
A Foreign 28629	Die Methoden der organischen Chemie. 3 Aufl. 1925.	J. Houben of Germany	Georg Thieme of Leipzig, Germany	Author and owner.
A Foreign 11146	Die Methoden der organischen Chemie. Bd. 2, 1925.	J. Houben of Germany	Georg Thieme of Leipzig, Germany	Author and owner.
A Foreign 20423	Handbuch der Physik. 2 Aufl., Bd. 22, Teil 1, 2	Walter Bothe and Robert Frisch of Germany.	Julius Springer of Berlin, Germany	Authors and owner.
A Foreign 20418	Handbuch der Physik. 2 Aufl. Bd. 23, 1 teil	R. Ladenberg and H. Geiger of Germany.	Julius Springer of Berlin, Germany	Authors and pwner.
A Foreign 22974	Handbuch der Physik. 2 Aufl. Bd. 23, 2 teil	Walter Bothe and Fritz Kirchner of Germany.	Julius Springer of Berlin, Germany	Authors and owner.
A Foreign 21902	Handbuch der Physik. 2 Aufl. Bd. 24, 1 teil	Adalbert Rubinowicz and Wolfgang Pauli of Poland and Switzerland.	Julius Springer of Berlin, Germany	Authors and owner.
A Foreign 24899	Handbuch der Physik. 2 Aufl. Bd. 24, 2 teil	R. Kronig of the Netherlands and A. de L. Sounnerfeld of Germany.	Julius Springer of Berlin, Germany	Authors and owner.
A Foreign 14271	Chemisch-technische Untersuchungsmethoden. Bd. 1, 8 Aufl.	Georg Lunge (nationality unknown), and Oswald Bauer and Ernst Berl of Germany.	Julius Springer of Berlin, Germany	Authors and owner.
A Foreign 16137	Chemisch-technische Untersuchungsmethoden	Georg Lunge (nationality unknown) and Karl Meyer of Germany.	Julius Springer of Berlin, Germany	Authors and owner.
A Foreign 16423	Chemisch-technische Untersuchungsmethoden	Georg Lunge (nationality unknown), D. Aufhauser and P. Aulich of Germany.	Julius Springer of Berlin, Germany	Authors and owner.
A Foreign 19843	Chemisch-technische Untersuchungsmethoden. Bd. 3, 8 Aufl.	Georg Lunge (nationality unknown) and Ernest Berl of Germany.	Julius Springer of Berlin, Germany	Authors and owner.
A Foreign 21291	Chemisch-technische Untersuchungsmethoden	Georg Lunge (nationality unknown) and Otto Pfeiffer and Adolp Grun of Germany.	Julius Springer of Berlin, Germany	Authors and owner.
A Foreign 24897	Chemisch-technische Untersuchungsmethoden. Bd. 5, 8 Aufl.	Jean D'Ans of Belgium	Julius Springer of Berlin, Germany	Author and owner.
A Foreign 46641	Chemisch-technische Untersuchungsmethoden, Erganzungswerk zur 8. Aufl. Erster Teil.	Jean D'Ans of Belgium	Julius Springer of Berlin, Germany	Author and owner.
A Foreign 45574	Chemisch-technische Untersuchungsmethoden. 2 tell.	Jean D'Ans of Belgium	Julius Springer of Berlin, Germany	Author and owner.
A Foreign 46693	Chemisch-technische Untersuchungsmethoden. 3 tell.	Jean D'Ans of Belgium	Julius Springer of Berlin, Germany	Author and owner.
A Foreign 891	Die Fermente und ihre Wirkungen. 5 Aufl. 1 band.	Carl Oppenheimer of Germany and Richard Kuhn of Switzerland.	Georg Thieme of Leipzig, Germany	Authors and owner.
A Foreign 892	Die Fermente und ihre Wirkungen. 5 Aufl. 2 Bd.	Carl Oppenheimer of Germany and Richard Kuhn of Switzerland.	Georg Thieme of Leipzig, Germany	Authors and owner.
A Foreign 4685	Die Fermente und ihre Wirkungen. 5 Aufl. Bd. 4	Carl Oppenheimer of Germany	Georg Thieme of Leipzig, Germany	Author and owner.
A Foreign 45207	Lehrbuch der chemischen Technologie und Metallurgie. Bd. 1, 2.	Bernhardt Neumann of Germany	Julius Springer of Berlin, Germany	Author and owner.
A Foreign 44534	Reine Metalle	A. E. van Arkel of Holland	Julius Springer of Berlin, Germany	Author and owner.
A Foreign 30550	Korrosionstabellen metallischer Werkstoffe, geordnet nach angreifenden Stoffen.	Franz Ritter of Germany	Julius Springer of Vienna, Germany	Author and owner.
A Foreign 20420	Physikalische Hydrodynamik	Bjerknes and Vergard of Norway	Julius Springer of Berlin, Germany	Authors and owner
A Foreign 39201	Methoden und Probleme der dynamischen Meteorologie. Ergebnisse der Mathematik. Bd. 5.	Hans Ertel of Germany	Julius Springer of Berlin, Germany	Author and owner
Unknown	Der Chemie-Ingenieur; ein Handbuch der physikalischen Arbeitsmethoden in chemischen und verwandten Industrie-Betrieben.	A. Eucken (nationality unknown)	Akademische Verlagsgesellschaft m. b. H. of Leipzig C–1, Germany.	Author and owner.
Unknown	Handbuch der Enzymlologie	F. F. Nord (nationality unknown)	Akademische Verlagsgesellschaft m. b. H. of Leipzig C–1, Germany.	Author and owner.
Unknown	Celluloseverbindungen und ihre besonders wichtigen Verwendungsgebiete, dargestellt an Hand der Patent-Welt-literatur.	O. Faust (nationality unknown)	Julius Springer of Berlin, Germany	Author and owner.
A Foreign 18343	Gmelin's Handbuch Der Anorganischen Chemie	A Grutzner of Germany	Verlag Chemie G. m. b. H. of Berlin, Germany.	Author and owner.
A Foreign 29460	Gmelin's Handbuch Der Anorganischen Chemie	A. Grutzner of Germany	Verlag Chemie G. m. b. H. of Berlin, Germany.	Author and owner.
A Foreign 31080	Gmelin's Handbuch Der Anorganischen Chemie	A. Grutzner of Germany	Verlag Chemie G. m. b. H. of Berlin, Germany.	Author and owner.
A Foreign 30667	Gmelin's Handbuch Der Anorganischen Chemie	G. Apel and C. Getze of Germany	Verlag Chemie G. m. b. H. of Berlin, Germany.	Authors and owner.
A Foreign 32775	Gmelin's Handbuch Der Anorganischen Chemie	Unknown	Verlag Chemie G. m. b. H. of Berlin, Germany.	Owner.

[F. R. Doc. 44–10239; Filed, July 12, 1944; 11:05 a. m.]

[Vesting Order 500A–8]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners or potential owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on February 8, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Copyright No.	Titles of works	Names and last known nationalities of authors	Names and last known addresses of owners or presumptive owners of copyrights	Identified persons whose interests are being vested
Unknown	Nice	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Chartres	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Carcassonne	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Mont St. Michel	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Birth of a City: Rouen	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Fontainebleau	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Versailles, Royal City	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Cannes	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Orleans	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Images de Paris	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Main Street of Paris	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	The Touquet	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Landscape of Savoy	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Winter Sports in the Maritime Alps (Jeux de Neige et de Glace).	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Snows of France	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	The French Shore of the Lake of Geneva (Rive Francaise du Leman).	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	13,000 Feet	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Pyrenean Symphony	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Auvergne	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Jura	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Rouergue	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Provence	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Le Velay	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Brittany	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Chateaux & Cathedrales de France.	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Forests, Rivers & Coasts of France.	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	The Garden of France	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	The Soul of Corsica	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Provence of Yesterday and Today (La Voie Triomphale).	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Profile de France	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Week-ending Through France.	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Thoroughfares of France (Arteres de France).	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	France	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.

Copyright No.	Titles of works	Names and last known nationalities of authors	Names and last known addresses of owners or presumptive owners of copyright	Identified persons whose interests are being vested
Unknown	March of Time	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Actualites	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Films Annonces	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Journal de Guerre	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Auvergne	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	Paris and Its Environs (Produced by F. L. M. R. R.).	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	Normandy Countryside	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	Brittany Countryside	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	A Few Glimpses of France	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	Provence of Yesterday & Today (La Voie Triomphale).	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	The Coast of Brittany	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	Provence Through the Ages	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	Provence Under the Caesars.	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	The Rhone River	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	Through the Eastern Pyrenees.	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	Climbing the Mont Blanc	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	The Wines of France	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	Chants et Danses de France.	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	Winter Sports in France	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	Cathedrals of France	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	Central France—Auvergne	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	Winter Sports in the Maritime Alps.	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	The Food Fare and Wines of France.	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	Chateaux on the Loire	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	Chartres	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	France	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	Landscape of Savoy	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	The Garden of France	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	Le Velay	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	The Violin	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	Brooklet to Inland Sea (Metamorphose).	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	Birth of a City: Rouen	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	Snows of France	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	Paris	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	Rouergue	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	Versailles, Royal City	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	Cahors—Valley of the Lot.	Unknown	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown	Ville d'or-Afriqya (Tunisia)	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Morocco	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Tunisia	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Algeria	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Newspaper Street of Paris (La Rue du Papier).	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	A Village Inside Paris	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	French Youth at Liberty	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Malaguena	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Children's Corner	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	La Cite Universitaire	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	"Kerakoram"	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Quatre du Groenland	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Holidays in France	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Chants & Danses de France.	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Mission de la France	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Tapestries of France	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Brooklet to Inland Sea (Metamorphose).	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Jeannette de Bourgogne	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Le Cheval Francais	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	"La Mode Reve"—L'elegance Francaise.	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Protuberances Solaires	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Feerie de la Lumiere	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	L'electro-Aimant	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Champignons Predateurs	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Cariocynese	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Observations Sur Ampho	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Phagocytose	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	S. S. "Normandie"	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Robot, Trappes	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Automobiles de France	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Au Seuil de la Vie	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Fabrication du Verre	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	La France Est Un Empire	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	"Marie in France"	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Alsace	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Croisiere du "Normandie" (16 Juillet 1939).	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.
Unknown	Front de Mer	Unknown	Centre National d'Expansion Touristique, Paris, France.	Owner.

Copyright No.	Titles of works	Names and last known nationalities of authors	Names and last known addresses of owners or presumptive owners of copyright	Identified persons whose interests are being vested
Unknown....	Le Loir	Unknown.....	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown....	The Coast of Normandy	Unknown.....	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown....	Normandy Countryside	Unknown.....	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown....	The Coast of Brittany (Producer Unknown).	Unknown.....	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown....	Brittany	Unknown.....	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown....	Alsatian Views	Unknown.....	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown....	Paris and Its Environs	Unknown.....	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown....	A Breton Wedding	Unknown.....	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown....	Pardons in Brittany	Unknown.....	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown....	The Beautiful Buildings of France.	Unknown.....	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown....	The Province of Querry	Unknown.....	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown....	Perigord	Unknown.....	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown....	The Mouth of the Loire	Unknown.....	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown....	From Rocamadour to the Tarn.	Unknown.....	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown....	Cahors and the River Lot	Unknown.....	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown....	Berry & Perigord	Unknown.....	Societe Nationale des Chemins de Fer Francais, Pairs, France.	Owner.
Unknown....	Luxembourg	Unknown.....	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown....	"Route Des Alpes"	Unknown.....	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown....	The Northern Coast of France.	Unknown.....	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown....	Blue Bird Express	Unknown.....	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown....	The Morbihan	Unknown.....	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown....	The Limousin	Unknown.....	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown....	Chateaux on The Loire	Unknown.....	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown....	Pantin—Open Air School	Unknown.....	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown....	The World's Crisis	Unknown.....	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.
Unknown....	Une Journee D'ete a Aix-Les-Bains.	Unknown.....	Societe Nationale des Chemins de Fer Francais, Paris, France.	Owner.

[F. R. Doc. 44–10240; Filed, July 12, 1944; 11:05 a. m.]

[Vesting Order 500A–9]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners or potential owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on February 8, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Copyright No.	Titles of works	Names and last known nationalities of authors	Names and last known addresses of owners or presumptive owners of copyrights	Identified persons whose interests are being vested
Unknown....	Brittany	Unknown [1].....	Compagnie Generale Transatlantique, Paris, France.	Owner.
Unknown....	Normandie	Unknown.....	Compagnie Generale Transatlantique, Paris, France.	Owner.
Unknown....	Marseilles	Unknown.....	Compagnie Generale Transatlantique, Paris France.	Owner.
Unknown....	The Riviera	Unknown.....	Compagnie Generale Transatlantique, Paris, France.	Owner.
Unknown....	Along the French Riviera	Unknown.....	Compagnie Generale Transatlantique, Paris, France.	Owner.
Unknown....	The Western Pyrenees to Lourdes.	Unknown.....	Compagnie Generale Transatlantique, Paris, France.	Owner.
Unknown....	Cities of Southern France	Unknown.....	Compagnie Generale Transatlantique, Paris, France.	Owner.
Unknown....	From Eastern to Southwestern France.	Unknown.....	Compagnie Generale Transatlantique, Paris France.	Owner.
Unknown....	Route des Pyrenees—Nimes, Avignon, Nice.	Unknown.....	Compagnie Generale Transatlantique, Paris, France.	Owner.
Unknown....	Chartres, Evreux, Les Andelys, Deauville.	Unknown.....	Compagnie Generale Transatlantique, Paris, France.	Owner.
Unknown....	Paris	Unknown.....	Compagnie Generale Transatlantique, Paris, France.	Owner.
Unknown....	Southern Brittany	Unknown.....	Compagnie Generale Transatlantique, Paris, France.	Owner.
Unknown....	Nimes, Avignon, Cannes, Monte Carlo.	Unknown.....	Compagnie Generale Transatlantique, Paris, France.	Owner.
Unknown....	Mont St. Michel	Unknown.....	Compagnie Generale Transatlantique, Paris, France.	Owner.
Unknown....	Fontainebleau	Unknown.....	Compagnie Generale Transatlantique, Paris, France.	Owner.
Unknown....	Cathedrals and Castles of France.	Unknown.....	Compagnie Generale Transatlanqitue, Paris, France.	Owner.
Unknown....	Carcassonne	Unknown.....	Compagnie Generale Transatlantique, Paris, France.	Owner.
Unknown....	Profile of France	Unknown.....	Compagnie Generale Transatlantique, Paris, France.	Owner.
Unknown....	Brittany	Unknown [2].....	Compagnie Generale Transatlantique, Paris, France.	Owner.
Unknown....	Orleans	Unknown.....	Compagnie Generale Transatlantique, Paris, France.	Owner.
Unknown....	France and Civilization	Unknown.....	Compagnie Generale Transatlantique, Paris, France.	Owner.
Unknown....	Garden of France	Unknown.....	Compagnie Generale Transatlantique, Paris, France.	Owner.
Unknown....	Vitesse and Securite	Unknown.....	Compagnie Generale Transatlantique, Paris, France.	Owner.
Unknown....	Luxembourg, Rheims, and Belleau-Wood.	Unknown.....	Compagnie Generale Transatlantique, Paris, France.	Owner.
Unknown....	Outdoor Sports at Aix-Les-Bains.	Unknown.....	Compagnie Generale Transatlantique, Paris, France.	Owner.
Unknown....	Railways of France	Unknown.....	Compagnie Generale Transatlantique, Paris, France.	Owner.
Unknown....	Cathedrals of France	Unknown.....	Compagnie Generale Transatlantique, Paris, France.	Owner.
Unknown....	In Paris	Unknown.....	Compagnie Generale Transatlantique, Paris, France.	Owner.
Unknown....	Wandering in Paris	Unknown.....	Compagnie Generale Transatlantique, Paris, France.	Owner.
Unknown....	La France Est Un Empire.	Unknown.....	Compagnie Generale Transatlantique, Paris, France.	Owner.
Unknown....	Voyage Du Gouverneur Gallen! En Algerie.	Unknown.....	Compagnie Generale Transatlantique, Paris, France.	Owner.

[1] Produced by A. de la Varre.
[2] Produced by M. Cloche

[F. R. Doc. 44–10241; Filed, July 12, 1944; 11:06 a. m.]

[Vesting Order 500A–10]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers; if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners or potential owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C. on January 27, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright No.	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners or potential owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown	Afrique Septentrionale et Occidentale	Augustin Bernard (Nationality unknown).	Librairie Armand Colin, of Paris, France.	Owner.

[F. R. Doc. 44–10242; Filed, July 12, 1944; 11:06 a. m.]

[Vesting Order 500A–11]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners or potential owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on February 11, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright No.	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners or potential owners of copyrights	Column 5 Identified persons whose interests are being vested
E Foreign 13343	"Romance de Solita" extrait du ballet "Le Romeria de les Cornudes" Pour piano—chant.	Gustavo Pittaluga of Spain	Union Muskale Franco-Espagnole of Paris, France.	Owner.
E 545806	El Vito. variations sur un theme populaire et danse originale por piano (Edition A complete).	Manuel Infante of Spain	A. Z. Mathot of Paris, France	Owner.
57425	"Papillons" pour le piano	Moritz Rosenthal (nationality unknown).	Adolphe Furstner of Berlin, Germany.	Owner.
C 165587	"E'er Since the Day" from "Louise" musical romance in 4 acts & 5 tableaux. Words and music by Gustave Charpentier. English translation by Henry Grafton Chapman. Partition Chant et piano. Textes francais et anglais.	Gustave Charpentier (nationality unknown).	Heugel et Cie of Paris, France	Owner.
E 545805	El Vito. New matter, edition B. (arr. por piano par L'Auteur).	Manuel Infante of Spain	A. Z. Mathot of Paris, France	Owner.

[F. R. Doc. 44–10243; Filed, July 12, 1944; 11:06 a. m.]

[Vesting Order 500A–12]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners or potential owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on February 11, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright No.	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners or potential owners of copyrights	Column 5 Identified persons whose interests are being vested
E 485995	Etudes Nouvelles, Cor a pistons, En 2 cahiers. 1er cah.	Alphonse Maxime of France	Alphonse Leduc et Cie of Paris, France.	Author and owner.
E 517966	"Etudes Nouvelles" en 2 cahiers Cor a pistons. 2e cah. 20 etudes tres difficiles.	Alphonse Maxime of France	Alphonse Leduc et Cie of Paris, France.	Author and owner.
A Foreign 15065	Brevior Synopsis Theologiae Dogmaticae. Ed. Septima.	Adolphe Tanquerey & J. B. Bord of France.	Desclee & Co. of Paris, France	Authors and owner
A Foreign 35342	Synopsis Theologiae Dogmaticae Fundamentalis. ed. 24.	Adolphe Tanquerey Revised by J. B. Bord of France.	Societe St. Jean L'Evangeliste, Desclee & Cie of Tournai, Belgique.	Author and owner.
A Foreign 31863	Synopsis Theologiae Dogmaticae. t. II De Fide, De Deo Uno et Trino, De Deo Creante et Elevante, De Verbo Incarnate ed. 20.	Adolphe Tanquerey of France	Desclee & Co. of Paris, France	Author and owner.
A Foreign 3966	Synopsis Theologiae Dogmaticae. t. III ed. 21	Adolphe Tanquerey of France	Desclee & Co. of Paris, France	Author and owner.
A Foreign 26163	Brevior Synopsis Theologiae Moralis et Pastoralis. Ed. 8va. (No. 671).	Adolphe Tanquerey & E. M. Qu'evastre of France.	Desclee & Co. of Paris, France	Authors and owner.
A Foreign 5697	Synopsis Theologiae Moralis et Pastoralis. t. 3 ed. 8	Adolphe Tanquerey et al. of France	Desclee & Co. of Paris, France	Author and owner.
A Foreign 23899	"Funktionentafeln mit Formeln und Kurven" a aufl.	Eugen Jahnke and Fritz Emde of Germany.	B. G. Teubner of Leipzig, Germany	Author and owner.

[F. R. Doc. 44–10244; Filed, July 12, 1944; 11:07 a. m.]

[Vesting Order 500A–14]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners or potential owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named

countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on February 17, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

Exhibit A

Column 1 Copyright No.	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners or potential owners of copyrights	Column 5 Identified persons whose interests are being vested
R. 18853, R. 18854 and others at present unknown.	Thais	Jules Massenet of France	Louise Constance, DeGressy Massenet, 48 Rue de Vaugirard, Paris, France.	Owner.
E. 646847, E. 242-270 and others at present unknown.	Piece en Forme de Habanera	Maurice Ravel of France	Alphonse Leduc et Cie., Paris, France.	Owner.

[F. R. Doc. 44–10245; Filed, July 12, 1944; 11:07 a. m.]

[Vesting Order 500A–15]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners or potential owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on February 17, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Copyright No.	Titles of works	Names and last known nationalities of authors	Names and last known addresses of owners or presumptive owners of copyrights	Identified persons whose interests are being vested
Unknown	Das Abenteuer geht weiter	Unknown	Bavaria-Film A. G., Muenchen, 2 SW. Germany, Bavaria-Wochenschau G. m. b. H., Berlin SW 18, Germany.	Owners.
Unknown	Achtung, Feld hoert mit	Unknown	Terra-Film A. G., Berlin SW 19, Germany	Owner.
Unknown	Alpenstreiche	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Allotria	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Alm im Karwendel	Unknown	Universum-Film A. G., Berlin SW 19, Germany	Owner.
Unknown	Am Lagerfeuer	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Ameisenstadt	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Amphitryon	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Andalusische Naechte	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Der Andere	Unknown	Terra-Film A. G., Berlin W 8, Germany.	Owner.
Unknown	Anton der Letzte	Unknown	Engelhorn, Wilhelm, Vienna and Berlin, Germany.	Owner.
Unknown	Der Arme Millionaer	Unknown	Bavaria-Film A. G., Muenchen, 2 SW. Germany, Bavaria-Wochenschau G. m. b. H., Berlin SW 18, Germany.	Owners.
Unknown	Arbeitsmaiden Helfen	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Arzt aus Leidenschaft	Unknown	Euphono Film Ges. m. b. H., Berlin	Owner.
Unknown	Aufforderung zum Tanz	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Aus Flur und Forst	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Ave Maria	Unknown	Isolafilm G. m. b. H., Berlin SW 68, Germany.	Owner.
Unknown	Barbara, wo bist Du	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Barcarole	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Die barmherzige Luege	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Bauernbiochreit	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Der Bettelstudent	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Der Bilderpelz	Unknown	Panorama Film G. m. b. H., Berlin SW 68, Germany.	Owner.
Unknown	Bluff	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Boccaccio	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Briefe Fliegen ueber den Ozean	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Der Bruder Karamasoff	Unknown	Terra-Film A. G., Berlin W 8, Germany	Owner.
Unknown	Brune Tierwelt	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Bal Pare (Muenchner Faschingsball)	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.

Copyright No.	Titles of works	Names and last known nationalities of authors	Names and last known addresses of owners or presumptive owners of copyright	Identified persons whose interests are being vested
Unknown	Befreite Faende	Unknown	Bavaria-Film A. G., Muenchen 2 SW. Germany, Bavaria-Wochenschau G. m. b. H., Berlin SW 68, Germany.	Owners.
Unknown	Glasfuchs (Von Der Puszta Will Ich Traeumen)	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Brautfahrt im Ozean	Unknown	Terra-Film A. G., Berlin W 8, Germany.	Owner.
Unknown	Herrikervertreter Gesucht	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Bienenstadt	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Bayer-Einhorn-Erzeldion	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Bessere Herr Sucht Anschluss	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Bunte Fischwelt	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Bei den Bansa auf Borneo	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Blinde Passagier	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Bosch in Frankfurt a. Main	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Canarion	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Der Clown	Unknown	Terra-Film A. G., Berlin W 8, Germany.	Owner.
Unknown	Capo lien (Liebe im Gleitflug)	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Das Deutsche Heer	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Der Dickschaedel	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Donogoo Tonka	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Drei Raenber im Pelz	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Dreiklang	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Du bist mein Gluck	Unknown	Bavaria-Film A. G. Muenchen, 2 SW. Germany, Bavaria-Wochenschau G. m. b. H., Berlin SW 18, Germany.	Owners.
Unknown	Diskretion Ehrensache	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Dir Gehoert Mein Herz	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Die Drei Codonas	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G. Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Drei Vieter um Anna	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Eine Frau ohne Bedeutung	Unknown	Majestic-Film Gesellschaft m. b. H. Berlin W 15, Germany.	Owner.
Unknown	Eine Kleine Nachtmusik	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Einer zuviel an Bord	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Das Ekel	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Eventuell Spaetere Heirat Nicht Ausgeschlossen	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Ein seltsamer Gast	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Ebestreik	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Ein Mann will in die Heimat	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Eine Frau wie Du	Unknown	Bavaria-Film A. G., Muenchen, 2 SW. Germany, Bavaria-Wochenschau G. m. b. H., Berlin SW 68, Germany.	Owner.
Unknown	Der Edelweisskoenig	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.

Copyright No.	Titles of works	Names and last known nationalities of authors	Names and last known addresses of owners or presumptive owners of copyright	Identified persons whose interests are being vested
Unknown	Es ist nichts so fein gesponnen.	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Es geht um mein Leben	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Es leuchten die Sterne	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Elbefahrt	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Fallschirm-Jaeger	Unknown	Terra-Film A. G., Berlin W 8, Germany.	Owner.
Unknown	Florentiner Hut	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Frau nach Mass	Unknown	Terra-Film A. G., Berlin W 8, Germany.	Owner.
Unknown	Frischer Wind aus Canada	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Frueh uebt sich	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Frau Sylvelin	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Fez und Schleier	Unknown	Universum-Film A. G. Berlin SW 19, Germany.	Owner.
Unknown	Ferngespraech mit Hamburg	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Frau an Steuer	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Feinster im Zweiten Stock	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Fuenf Personen Suchen Anschluss.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Feuerteufel (Heldenkampf um Heimaterede).	Unknown	Bavaria-Film A. G., Muenchen, 2 SW, Germany Bavaria-Wochenschau G. m. b. H., Berlin SW 68, Germany.	Owner.
Unknown	Fuenf Millionen suchen einen Erben.	Unknown	Terra-Film A. G., Berlin W 8, Germany.	Owner.
Unknown	Das Gesaschen zum Paradies.	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Garden Festival in Vienna	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Gasparone	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Von Gemsen und Steinboecken.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Gleisdreieck	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Gold des Norden	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Guatemala	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Die Goettliche Jette	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges., m. b. H., Berlin, Germany.	Owners.
Unknown	Gefiederte Strandgaeste an der Ostsee.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Geigensuber	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Guten Abend Gute Nacht	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Geheimnis der Eisehale	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Gewitter im Mai	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Gluecks kinder	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Gorch Fock	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Gruene Hoelle	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Gold	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Grossglockner Hochalpenstrasse.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Gruene Vagabunden	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.

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Unknown	Geierwally	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Gabriele 1-2-3 (Liebe auf Umwegen).	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Gefaehrliches Spiel	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Der Gouverneur, Terra	Unknown	Terra-Film A. G., Berlin W 8, Germany.	Owner.
Unknown	Das Glueck auf dem Lande (Steputat und Co).	Unknown	Terra-Film A. G., Berlin W 8, Germany.	Owner.
Unknown	Halt meine Uhr	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Heimat	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Aus der Heimat des Frischutz	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Heimat im Lied	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Die Heimat Ruft	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Das Herz der Koenigin	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Hilda Petersen postlagernd.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Hinein-Hinunter	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Die Hochzeitsreise	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Hotel Sacher	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Heitmatland	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Der Hoehere Befehl	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Hochzeitsreise	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Horch' Horch' die Lerch'	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Husaren der See	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Hallo Janine (Der Ahnungslose Engel).	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Das Himmelblaue Abendkleid.	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Heilbehandlung von Kunstwerken.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Der Herrscher	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Heeresreit-und Fahrschule Hannover.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	In Vierzig Minuten	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Irrtum Des Herzens	Unknown	Bavaria-Film A. G., Muenchen, 2 SW, Germany. Bavaria - Wochenschau G. m. b. H., Berlin SW 68, Germany.	Owner.
Unknown	In Der Rott	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Im Lande Widukinds	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Ihr Erstes Erlebnis	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Das Indische Grabmal	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	IA in Oberbayern	Unknown	Bavaria-Film A. G., Muenchen 2 SW, Germany, Bavaria-Wochenschau G. m. b. H., Berlin SW 68, Germany.	Owners.
Unknown	Intermezzo	Unknown	Majestic-Film, Gesellschaft m. b. H., Berlin W 15, Germany.	Owner.
Unknown	Der Jaeger von Fall	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Jugend der Lippizaner	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.

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Unknown	Jungfrau gegen Moench	Unknown	Majestic-Film Gesellschaft m. b. H., Berlin W 15, Germany.	Owner.
Unknown	Jugend	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Johannisfeuer	Unknwon	Terra-Film A. G., Berlin W 8, Germany.	Owner.
Unknown	Jugend von Heute (Was Tun Sybille).	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Jugend im Tanz	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Jungens, Maenner und Motore.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Kameradjagd auf Seebunde.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Der Kampf mit dem Drachen.	Unknown	Bavaria-Film A. G. Muenchen, 2 SW, Germany; Bavaria-Wochenschau G. m. b. H., Berlin SW 68, Germany.	Owners.
Unknown	Kannst Du pfeifen	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Der Klosterjaeger	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Koenigswalzer	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Kraftleistung der Pflanzen	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Die Kreutzersonate	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Mit Kreuser Koenigsberg in See.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Kampfgeschwader Luetzow.	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Kampf um Anastasia	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Die Keusche Geliebte	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Die Kluge Schwiegermutter.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Koennen Tierre Denken	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Katzensteg	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Die kleine Suenderin	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Korallen-prinzessin	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Las Kleine Bezirksgericht	Unknown	Universum-Film, A. G., Berlin SW 19, Germany.	Owner.
Unknown	Kongo-Express	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Libellen	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Im Land der 1000 Seen	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Liebeskommando	Unknown	Super Film A. G., Berlin, Germany.	Owner.
Unknown	Liebesschule	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Liquid Air	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Lockvogel	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Lorenzi-Tag	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Liebe Tod Und Teufel	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Liebe Kann Luegen	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Lied der Wueste	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Luftexpress Berlin-Rom	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Lotsen der Luft	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.

Copyright No.	Titles of works	Names and last known nationalities of authors	Names and last known addresses of owners or presumptive owners of copyrights	Identified persons whose interests are being vested
Unknown	Liebe streng verboten	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Letzte Gruesse von Marie	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Lokomotivenbraut	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Im Lande der Inka	Unknwn	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Liebesbriefe aus dem Engadin.	Unknown	Terra-Film A. G., Berlin W 8, Germany.	Owner.
Unknown	Liebesleute	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Letzte Liebe	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Das Maedchen Irene	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Das Maedchen von gestern Nacht.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Maria Ilona	Unknown	Terra-Film A. G., Berlin W 8, Germany.	Owner.
Unknown	Meine Freuendin Barbara	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Meistersinger von Nuernberg.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Das Maedchen Johanna	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Mutterliebe	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Mann Mit Dem Affen	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Meerestiere in der Adria	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Margerite: Drei	Unknown	Bavaria-Film A. G., Muenchen, 2 SW, Germany, Bavaria-Wochenschau G. m. b. H., Berlin SW 68, Germany.	Owner.
Unknown	Maenner Muessen so Sein	Unknown	Terra-Film A. G., Berlin W 8, Germany.	Owner.
Unknown	Morgen werde Ich Verhaftet.	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin Germany.	Owners.
Unknown	Metall Des Himmels	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Muenchner Faschingsball	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Mustergatte	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Maedchenrauber	Unknown	Majestic-Film Ges. m. b. H., Berlin W 15, Germany.	Owner.
Unknown	Der Maulkorb	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Die Macht der Berge	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Mit versiegelter Order	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Manege (Bruderliebe)	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Mannesmann	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Mysterium des Lebens	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Eine Nacht im Mai	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Nanon	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Napoleon ist an allem Schuld.	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Nanu sie Kennen Dorff Noch Nicht.	Unknown	Terra-Film A. G., Berlin W 8, Germany.	Owner.
Unknown	Nordische Vogelberge	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Nanette	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.

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Unknown	Nimrod mit der Kamera	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Die Nacht mit dem Kaiser	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Natur und Technik	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Opernball	Unknown	Terra-Film A. G., Berlin W 8, Germany.	Owner.
Unknown	Olympia serer Kleinsten	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Papas Fehltritt	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Paradies der Junggesellen	Unknown	Terra-Film A. G., Berlin W 8, Germany.	Owner.
Unknown	Das Patent-kunstschloss	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Pirateninseln	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Der Postmeister	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Prinzessin Turandot	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Peer Gynt	Unknown	Bavaria-Film A. G., Muenchen, 2 SW, Germany, Bavaria-Wochenschau G. m. b. H. Berlin, SW 68, Germany.	Owners.
Unknown	Paradies der Pferde	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Pst Ich bin Tante Emma	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Pulsschlag des Meeres	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Patrioten	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Das Quartett be	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Quick	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Es war eine rauschende Ballnacht.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Die Reise nach Tilsit	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Rheinland	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Robert Koch	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Roentgenstrahlen	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Ritt in Die Freiheit	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Rheinische Brautfahrt	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Raeuber Unter Waesser	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Riesen Deutscherkaefer-welt.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Raub der Sabinerinnen	Unknown	Europaeische Film-Allianz G. m. b. H., Berlin-Heiensee, Germany.	Owner.
Unknown	Sein bester Freund	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Salzburg	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Schiff in Not	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Der Schimmelkrieg von Holledau.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Schloss Voegloed	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Das schoene Fraeulein Schratz.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Schorfheide	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Schubert Songs	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.

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Unknown	Der See der Wilden Schwaene.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Die Seitenspruenee des Herrn Blohm.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Sieg auf der ganzen Linie	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Sinnvolle Zwecklosigkeiten	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Staerker als Liebe	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Streit um den Knaben Joe.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Stuttgart, Metropolis	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Der Stoerenfried	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Stuttgart, Turnfest	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Das Suendige Dorf	Unknown	Bavaria-Film A. G., Muenchen, 2 SW, Germany, Bavaria-Wochenschau G. m. b. H., Berlin SW 68, Germany.	Owners.
Unknown	Schlussakkord	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Sieben Ohrfeigen	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Sag es in Liedern	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Schoenes Gastliches Land Zwischen Main und Rhein.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Sinneseben der Pflanzen	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Schaeren und Fjorde an der Adria.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Schutz den Singvoegeln	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Stimmen im Schilf	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Am seidenen Faden	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Symphonie der Wolken	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Sommer, Sonne Erika	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Spiel auf der Tenne	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Spiel mit dem Feuer	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Stern von Rio	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Schnelle Truppen	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Der Schritt vom Wege	Unknown	Terra-Film A. G., Berlin W 8, Germany.	Owner.
Unknown	Schweigen im Walde	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Sonne Erde und Mond	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Schiff in Not	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Stern von Valencia	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Das Schloss in Flandern	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Spiel im Sommerwind	Unknown	Terra-Film A. G., Berlin W 8, Germany.	Owner.
Unknown	Der Schauspieldirektor	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Sein bester Freund	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Tee Zu Zweien	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Tiergarten Des Meeres	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Tintenfische	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.

Copyright No.	Titles of works	Names and last known nationalities of authors	Names and last known addresses of owners or presumptive owners of copyright	Identified persons whose interests are being vested
Unknown	Der Tiger von Eschnapur	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Traumulus	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Die unheimliche Nacht	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Unsterblicher Walzer	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Urlaub auf Ehrenwort	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Das Unsterbliche Herz	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Ufamaerchen	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Ufa Newsreels 494-499	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Unser Fraulein Doktor	Unknown	Klagemann-Film G. m. b. H., Berlin SW 68, Germany.	Owner.
Unknown	Unternehmen Michael	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Ufa Tonwoche	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Unsere Artillerie	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Die Unbekannte	Unknown	Terra-Film A. G., Berlin W 8, Germany.	Owner.
Unknown	Unsere Fahne flattert	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Der Unwiderstehliche	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Der verkannte Lebemann	Unknown	Bavaria-Film A. G., Muenchen 2 SW, Germany, Bavaria-Wochenschau G. m. b. H., Berlin SW 68, Germany.	Owners.
Unknown	Der Vierte kommt nicht	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Verraeter am Werk	Unknown	Terra-Film A. G., Berlin W 8, Germany.	Owner.
Unknown	Verraeter	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Vier Maedels und ein Mann.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Verwehte Spuren	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis—Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Volk im Krieg	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Verklungene Melodie	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Versprich mir nichts	Unknown	Terra-Film A. G., Berlin W 8, Germany.	Owner.
Unknown	Waldrausch	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Was ein Haeckchen warden will.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Wasser hat Balken	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Weisser Flieder	Unknown	Terra-Film A. G., Berlin W 8, Germany.	Owner.
Unknown	Wenn die Sonne sinkt	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Wenn Frauen Schweigen	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Westwall	Unknown	Universum-Film A. G. Berlin SW 19, Germany.	Owner.
Unknown	Der Wille zum Licht	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Wunder des Vogelzuges	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Die Wunderschiessbude	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Waldwinter	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Wer Kuesst Madeleine	Unknown	Terra-Film A. G., Berlin W 8, Germany.	Owner.
Unknown	Wer Hat Angst Vor Marmoduke.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.

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Unknown	Was Die Isar rauscht	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Wunderwelt des Teiches	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Weltstrasse See Welthafen Hamburg.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Die Wette	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Wasserkraft Segen schafft	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Watzmann und seine Kinder.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Weiberregiment	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Walzerkrieg	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Wissenschaft Weist Neue wege.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Wenn der Hahn kraeht	Unknown	Euphono Film Ges. m. b. H., Berlin SW 68, Germany.	Owner.
Unknown	Wasserfreuden im Tierpark.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Wie ein Ei dem andern	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Weltstadt am Wasser	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Wiener Geschichten	Unknown	Wiener Film of Vienna and Berlin, Germany.	Owner.
Unknown	Zwei lustige Abenteuerer	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Zwei mal zwei im Himmelbett.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Zwischen den Eltern	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Zigeunerbaron	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Ziel in den Wolken	Unknown	Terra-Film A. G., Berlin W 8, Germany.	Owner.
Unknown	Zu Neuen Ufern	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Zwielicht (Wilderer im Schwarzwald).	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Der zerbrochene Krug	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Zwischen Hamburg und Haiti.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Die kleine und die gross Liebe.	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Kleiner Schreibgehilfe	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Wald im Winter	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Wintertuerme (Anna Favetti).	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Ameisenstadt	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Alt-Regensburg	Unknown	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown	Der Blaufuchs	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Die Bauten Adolph Hitler	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Blitzkrieg im Westen	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Echoes of the Homeland	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Feldzug in Polen	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Heideschulmeister Uwe Karsten.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	Heeres Reit—und Fahrschule Hannover.	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown	In der Rett	Unknown	Universum-Film A. G., Berlin SW 19, Germany.	Owner.

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Unknown....	Kamerajagd auf Seehunde.	Unknown.....	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown....	Der Maulkorb.....	Unknown.....	Tobis-Cinema Film A. G., Tobis-Europa Film A. G., Tobis Melofilm Ges. m. b. H., Berlin, Germany.	Owners.
Unknown....	Rivalen der Luft.....	Unknown.....	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown....	Roentgenstrahlen.....	Unknown.....	Universum Film A. G., Berlin SW 19, Germany.	Owner.
Unknown....	Ski-Marathon.....	Unknown.....	Deutsche Film, Gesellschaft m. b. H., Berlin W 15, Germany.	Owner.
Unknown....	Sinnesleben der Pflanzen..	Unknown.....	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown....	Schorfheide.....	Unknown.....	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown....	Wir erobern Land.....	Unknown.....	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown....	Was die Isar Rauscht.....	Unknown.....	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown....	Wunder des Vogelzuges...	Unknown.....	Universum-Film A. G., Berlin SW 19, Germany.	Owner.
Unknown....	Wald ohne Weg.....	Unknown.....	Terra-Film A. G., Berlin W 8, Germany.	Owner.
Unknown....	Zwei lustige Abenteuerer (Sherlock Holmes).	Unknown.....	Universum-Film A. G., Berlin SW 19 Germany.	Owner.
Unknown....	Adrienne Lecouvreur.....	Unknown.....	Alliance Cinematographique, Paris, France (UFA subsidiary).	Onwer.
Unknown....	Drei um Christine.....	Unknown.....	Bayerische Filmgesellschaft m. b. H., Muenchen, Sonnenstr. 15, Berlin SW 68, Germany.	Owner.
Unknown....	Drei Maedel um Schubert.	Unknown.....	Syndikatfilm G. m. b. H., Berlin SW 68, Germany.	Owner.
Unknown....	Der Dschungel ruft.....	Unknown.....	Arielfilm G. m. b. H., Berlin NW 7, Germany.	Owner.
Unknown....	Ein Leben lang.....	Unknown.....	Wienfilm, Berlin and Vienna, Germany.	Owner.
Unknown....	Feindliche Ufer.....	Unknown.....	Deutsche Film Gesellschaft m. b. H., Berlin W 15, Germany.	Owner.
Unknown....	Ein Hoffnungsloser Fall..	Unknown.....	Panorama-Film G. m. b. H., Berlin SW 68, Germany.	Owner.
Unknown....	Hurra Ich Bin Papa.....	Unknown.....	Alliance Cinematographique Europeenee, Paris, France.	Owner.
Unknown....	Leidenschaft.....	Unknown.....	Siegel-Monopol G. m. b. H., Dresden A, Germany.	Owner.
Unknown....	Standesamt 10:15.....	Unknown.....	Fabrikation deutscher Filme G. m. b. H., Berlin W 15, Germany.	Owner.
Unknown....	Karneval.....	Unknown.....	Internationale Kinematographen- und Film-Zentrale "Pallas", Berlin SW 68, Germany.	Owner.
Unknown....	Sieg im Westen.....	Unknown.....	Noldan Produktion, Berlin, Germany...	Owner.
Unknown....	Der Ungetreue Eckehart..	Unknown.....	Siegel-Monopol-Filme G. m. b. H., Dresden A, Germany.	Owner.
Unknown....	Das Recht auf Liebe.....	Unknown.....	Panorama-Film G. m. b. H., Berlin SW 68, Germany.	Owner.
Unknown....	A Day in Hamburg.....	Unknown.....	Hamburg-Amerikanische, Packetfahrt Aktiengesellschaft, Hamburg, Germany; Norddeutscher Lloyd, Bremen, Germany.	Owners.
Unknown....	Deutsche Pflanzer am Kamerunberg.	Unknown.....	Kulturfilm Puchstein, Berlin-Tempelhof, Germany; Kulturfilm Institut G. m. b. H., Berlin SW 68, Germany.	Owners.
Unknown....	Free Hansa City of Bremen.	Unknown.....	Hamburg-Amerikanische, Packetfahrt Aktiengesellschaft, Hamburg, Germany; Norddeutscher Lloyd, Bremen, Germany.	Owners.
Unknown....	Garmisch-Parkenkirchen..	Unknown.....	Hamburg-Amerikanische Packetfahrt Aktiengesellschaft, Hamburg, Germany; Norddeutscher Lloyd, Bremen, Germany.	Owners.
Unknown....	Germany Historical and Beautiful.	Unknown.....	Hamburg-Amerikanische Packetfahrt Aktiengesellschaft, Hamburg, Germany; Norddeutscher Lloyd, Bremen, Germany.	Owners.
Unknown....	The Leipzig Trade Fair....	Unknown.....	Administration of the Leipzig Fair, Leipzig, Germany.	Owner.
Unknown....	Das Ittle Boot im Herbst..	Unknown.....	Kulturfilm Puchstein, Berlin-Tempelhof, Germany; Kulturfilm Institut G. m. b. H., Berlin SW 68, Germany.	Owners.
Unknown....	Traumulus.....	Unknown.....	Syndikatfilm G. m. b. H., Berlin SW 68, Germany.	Owner.
Unknown....	Wonders of the World.....	Unknown.....	Hamburg-Amerikanische Packetfahrt Aktiengesellschaft, Hamburg, Germany; Norddeutscher Lloyd, Bremen, Germany.	Owners.
Unknown....	We Meet in Germany.....	Unknown.....	Hamburg-Amerikanische Packetfahrt Aktiengesellschaft, Hamburg, Germany; Norddeutscher Lloyd, Bremen, Germany.	Owners.
Unknown....	Wunder der heilen Nächte.	Unknown.....	Norddeutscher Lloyd Bremen, Germany	Owner.
Unknown....	World of Machinery at the Leipzig Fair.	Unknown.....	Administration of the Leipzig Fair, Leipzig, Germany.	Owner.
Unknown....	We Travel to America....	Unknown.....	Hamburg-Amerikanische Packetfahrt Aktiengesellschaft, Hamburg, Germany.	Owner.

[F. R. Doc. 44-10246; Filed, July 12, 1944; 11:07 a. m.]

[Vesting Order 500A-16]

Copyrights of Certain Foreign Nationals

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 or Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners or potential owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Alien Property Custodian.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on February 17, 1943.

[SEAL] LEO T. CROWLEY,

EXHIBIT A

Column 1 Copyright No.	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners or potential owners of copyrights	Column 5 Identified persons whose interests are being vested
A. For. 42568.....	Toxikologie und Hygiene der Technischen Losungsmittel	Mitarb. Jordan and Otto u. Weber of Germany.	Julius Springer, Berlin, Germany.....	Owner and authors.

[F. R. Doc. 44-10247; Filed, July 12, 1944; 11:07 a. m.]

[Vesting Order 500A-17]

Copyrights of Certain Foreign Nationals

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners or potential owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on February 22, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright No.	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners or potential owners of copyrights	Column 5 Identified persons whose interests are being vested
A foreign 14531	"Ophthalmo-v. oto neurologie"	Ernst A. Spiegel v. Ignaz Sommer of Austria.	Julius Springer of Berlin, Germany	Owner.

[F. R. Doc. 44-10248; Filed, July 12, 1944; 11:08 a. m.]

[Vesting Order 500A-18]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners or potential owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interest held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on March 12, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright No.	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners or potential owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown	Forty Exercises for Pedal Organ (Vierzig Pedalubungen fur die Orgel).	August Zohlen (Nationality unknown)	Anton Bohm & Sohn, Augusburg und Wien Germany.	Owner.
A. Foreign 21080	Taschenbuch fur die anorganisch-chemische grossindustrie.	E. Berl of U. S. and Georg Lunge (Deceased).	Julius Springer of Berlin, Germany	Owner.
A. Foreign 7652	Taschenbuch fur die anorganisch-chemische grossindustrie.	E. Berl of U. S. and Georg Lunge (Deceased).	Julius Springer of Berlin, Germany	Owner.
F. Foreign 28107	Chemische Ingenieur-Technik	Ernst Berl of United States (Editor) and Alvin Walther of Germany (Author) and Hermann Mark of Austria (Author).	Julius Springer of Berlin, Germany	Owner and Alvin Walther and Hermann Mark.
A. Foreign 29091	Chemische Ingenieur-Technik	Ernst Berl of U. S. (Editor) and Kurt Thormann of Germany (Author).	Julius Springer of Berlin, Germany	Owner and Kurt Thormann.
A. Foreign 29860	Chemische Ingenieur-Technik	Ernst Berl of U. S. (Author) and Carl Miltag and Kurt Thormann of Germany (Authors).	Julius Springer of Berlin, Germany	Owner and Carl Miltag and Kurt Thormann.
A. Foreign 25846	Methoden der Mathematischen physik	R. Courand of United States and David Hilbert of Germany.	Julius Springer of Berlin, Germany	Owner and David Hilbert.
A. Foreign 39583	Methoden der mathematischen physik	Richard Courant of United States and David Hilbert of Germany.	Julius Springer of Berlin, Germany	Owner and David Hilbert.
Unknown	Etudes Noveles: (20 etudes difficiles)	Alphonse Maxime of Paris, France	Alphonse Ladue of Paris, France	Owner and Alphonse Maxime.

[F. R. Doc. 44-10249; Filed, July 12, 1944; 11:08 a. m.]

[Vesting Order 500A-19]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners or potential owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on March 16, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright No.	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners or potential owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown	Geometrische Elektronenoptik	E. Brüche and O. Scherzer (Nationalities unknown).	Julius Springer of Berlin, Germany	Owner.

[F. R. Doc. 44-10250; Filed, July 12, 1944; 11:08 a. m.]

OFFICE OF CIVILIAN DEFENSE.

[Administrative Order 38]

ABOLITION OF CIVILIAN DEFENSE REGIONAL OFFICES

Under authority conferred by the President by Executive Order No. 8757, dated May 20, 1941, creating the Office of Civilian Defense, as amended by Executive Order No. 9134, dated April 15, 1943, and Executive Order No. 9389, dated October 18, 1943, this Administrative Order is issued to supersede Administrative Order No. 1, dated July 10, 1941, as subsequently amended and revised, Administrative Order No. 2, dated July 10, 1941, and Administrative Order No. 3, dated August 1, 1941.

All Civilian Defense Regions, excepting the Washington Region as provided for in Administrative Order No. 33, dated February 25, 1943, as subsequently revised and amended, are hereby abolished, and all powers and duties that have been delegated by the Director of Civilian Defense to the Regional Directors are rescinded. Regional Offices of Civilian Defense and Regional Civilian Defense Boards are hereby disestablished. Supplies, equipment, records, and personnel problems arising from such disestablishment shall be met on the basis of specific instructions to each Regional Director.

The functions and services heretofore performed by Regional Offices under their delegated powers and duties shall be performed hereafter by the Washington Office or by such other methods as the Director shall determine.

This administrative order shall become effective July 1, 1944.

[SEAL] WILLIAM N. HASKELL,
Director.

JUNE 7, 1944.

[F. R. Doc. 44-10331; Filed, July 13, 1944; 11:03 a. m.]

OFFICE OF PRICE ADMINISTRATION.

[MPR 136, Amdt. 1 to Order 101]

A. G. REDMOND CO.

ADJUSTMENT OF MAXIMUM PRICES

Amendment No. 1 to Order No. 101 Under Maximum Price Regulation 136, as amended. Machines and parts, and machinery services. A. G. Redmond Company; Docket Nos. 3136–280, 3136–281, 3136–282.

An opinion accompanying this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.

Paragraph (e) is added to read as follows:

(e) Any person, other than the A. G. Redmond Company, may sell and deliver the motors listed in paragraph (a), at wholesale and retail, at prices no higher than those arrived at by adding to seller's maximum price for each motor to the particular class of purchaser the dollars-and-cents increase granted to the A. G. Redmond Company.

This amendment shall become effective July 12, 1944.

Issued this 11th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10214; Filed, July 11, 1944; 5:10 p. m.]

[RMPR 506, Order 7]

FAIRFIELD GLOVE AND MITTEN CO., ET AL

ADJUSTMENT OF MAXIMUM PRICES

Order No. 7 under section 4 (b) of Revised Maximum Price Regulation 506 (Maximum Prices for Staple Work Gloves). Granting maximum prices to the Fairfield Glove and Mitten Company and other sellers; Docket No. N6657–506–48–7.

For the reasons set forth in an opinion issued simultaneously herewith: *It is ordered:*

(a) On and after July 11, 1944, the Fairfield Glove and Mitten Company, Fairfield, Iowa, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Fairfield Glove and Mitten Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A Manufacturer's prices: Group I ceiling	Column A Manufacturer's prices: Group II ceiling	Column B Wholesalers' prices
4732TK	Men's fourchette cut 12 ounce single thickness nap out white canton flannel back and palm, two thumb "husker", 8 ounce brown flannel patches on all thumbs.	$2.30	$2.47½	$2.77½
4832K	Men's fourchette cut 12 ounce single thickness nap out white canton flannel back and palm, two 20 ounce double thickness thumb "husker" glove.	2.45	2.65	2.95
157K	Men's 12 ounce single thickness nap out white canton flannel back and palm, two thumb "husking" mitten, 8 ounce brown flannel patches on all thumbs.	2.25	2.45	2.70
108	Special reversible 16 ounce flannel palm, 8 ounce single thickness back, left handed pearl operators' mitten, no wrist.	2.15	2.35	2.60

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturer's "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Fairfield Glove and Mitten Company on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Fairfield Glove and Mitten Company must furnish each of its customers, who, on or after July 11, 1944, purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Fairfield Glove and Mitten Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 7 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Fairfield Glove and Mitten Company.

OPA has ruled that the Fairfield Glove and Mitten Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices: Group I ceiling	Column A Manufacturer's prices: Group II ceiling	Column B Wholesalers' prices
4732TKS	$2.30	$2.47½	$2.77½
4832KS	2.45	2.65	2.95
157KS	2.25	2.45	2.70
108S	2.15	2.35	2.60

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 7 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 11, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 11th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10211; Filed, July 11, 1944; 5:09 p. m.]

[RMPR 506, Order 8]

MONTPELIER GLOVE CO., ET AL.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 8 under section 4 (b) of Revised Maximum Price Regulation 506 (Maximum Prices For Staple Work Gloves). Granting maximum prices to the Montpelier Glove Company and other sellers; Docket No. N6657–506–15–7.

For the reasons set forth in an opinion issued simultaneously herewith; *It is ordered:*

(a) On and after July 11, 1944, the Montpelier Glove Company, Montpelier, Indiana, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Montpelier Glove Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A Manufacturers' prices: Group I ceiling	Column A Manufacturers' prices: Group II ceiling	Column B Wholesalers' prices
388G	Men's clute cut heavy side split leather palm, full leather thumb and finger backs, leather pull, leather knuckle strap; 8 ounce back, 6 ounce flannel palm lining. 4¾" gauntlet (waterproofed cuffiet).	$7.85	$8.55	$9.45
381G	Men's clute cut heavy side split leather palm, full leather thumb and finger backs, leather pull, leather knuckle strap, 8 ounce flannel back, 6 ounce flannel palm lining. 4¾" waterproofed cuffiet gauntlet.	7.85	8.55	9.45
398G	Men's gunn cut heavy side split leather palm, full leather thumb and finger backs, leather pull, leather knuckle strap, 8 ounce flannel back, 6 ounce flannel palm lining. 4¾" waterproofed cuffiet gauntlet.	7.95	8.65	9.57½
898G	Men's gunn cut heavy side split leather palm, full leather thumb and finger backs, leather pull, leather knuckle strap, 8 ounce flannel back, 6 ounce flannel palm lining, 4" waterproofed duck gauntlet.	7.85	8.55	9.45
108GP	Men's gunn cut heavy side split leather palm, full leather thumb and forefinger, leather finger tips, leather pull, leather knuckle strap, 8 ounce flannel back, 6 ounce flannel palm lining, 4¾" waterproofed cuffiet gauntlet.	7.45	8.10	8.97½
371G	Men's gunn cut heavy side split leather palm, full leather thumb and forefinger, leather fingertips, leather pull, leather knuckle strap, 8 ounce flannel back, 6 ounce flannel palm lining, 4¾" waterproofed cuffiet gauntlet.	7.40	8.05	8.92½
378G	Men's gunn cut heavy side split leather palm, full leather thumb and forefinger, leather fingertips, leather pull, leather knuckle strap, 8 ounce flannel back, 6 ounce flannel palm lining, 4¾" waterproofed cuffiet gauntlet.	7.40	8.05	8.92½
71G	Men's gunn cut heavy side split leather palm, full leather thumb and forefinger, leather fingertips, leather pull, leather knuckle strap, 8 ounce flannel back, 6 ounce flannel palm lining, 4½" waterproofed cuffiet gauntlet.	7.40	8.05	8.92½
378G	Men's gunn cut heavy side split leather palm, full leather thumb and forefinger, leather fingertips, leather pull, leather knuckle strap, 8 ounce flannel back, 6 ounce flannel palm lining, 4" waterproofed duck gauntlet	7.25	7.85	8.75
361G	Men's gunn cut heavy side split leather palm, full leather thumb and forefinger, leather pull, ½ length leather back, 8 ounce flannel back, 6 ounce palm lining, 4¾" waterproofed cuffiet gauntlet.	7.95	8.65	9.57½
61G	Men's gunn cut heavy side split leather palm, full leather thumb and forefinger, leather pull, ½ length leather back, 8 ounce flannel back, 6 ounce palm lining, 4½" waterproofed cuffiet gauntlet.	7.95	8.65	9.57½
208G	Men's gunn cut heavy side split leather palm, full leather thumb and forefinger, leather pull, ¾ length leather back, 8 ounce flannel back, 6 ounce palm lining, 4¾" waterproofed cuffiet gauntlet.	7.95	8.65	9.57½
8361G	Men's gunn cut heavy side split leather palm, full leather thumb and forefinger, leather pull, ¾ length leather back 8 ounce flannel back, 6 ounce palm lining, 4" waterproofed duck gauntlet.	7.75	8.40	9.35
8378	Men's gunn cut heavy side split leather palm, full leather thumb and forefinger, leather fingertips, leather pull, leather knuckle strap, 8 ounce flannel back, 6 ounce flannel palm lining, 2½" waterproofed duck safety cuff.	6.85	7.50	8.25
898	Men's gunn cut heavy side split leather palm, full leather thumb and finger backs, leather pull, leather knuckle strap, 8 ounce flannel back, 6 ounce flannel palm lining, 2" waterproofed duck safety cuff.	7.30	7.95	8.80
8766G	Men's gunn cut shoulder split palm, full leather thumb and forefinger, ¾ length leather back, leather pull, 8 ounce flannel back, 6 ounce flannel palm lining, 4" waterproofed duck gauntlet.	6.15	6.70	7.40
866	Men's gunn cut shoulder split palm, full leather thumb, leather knuckle strap, leather fingertips, leather pull, 8 ounce flannel back, 6 ounce flannel palm lining, 2½" waterproofed duck safety cuff.	5.50	6.00	6.62½
85	Men's gunn cut shoulder split palm, full leather thumb, leather finger tips, leather pull, leather knuckle strap, 8 ounce flannel back, 2½" double (2 ply thickness) safety cuff.	5.30	5.80	6.40
855	Men's gunn cut shoulder split palm, full leather thumb, leather finger tips, leather pull, leather knuckle strap, 8 ounce flannel back, 2½" waterproofed duck safety cuff.	5.20	5.70	6.27½
856G	Men's gunn cut shoulder split palm, full leather thumb, leather finger tips, leather pull, leather knuckle strap, 8 ounce flannel back, 6 ounce flannel palm lining, 4" waterproofed duck gauntlet cuff.	5.85	6.40	7.05
55G	Men's gunn cut shoulder split palm, full leather thumb, leather finger tips, leather pull, leather knuckle strap, 8 ounce flannel back, 4½" double (2 ply thickness) gauntlet.	5.75	6.30	6.92½
855G	Men's gunn cut shoulder split palm, full leather thumb, leather fingertips, leather pull, leather knuckle strap, 8 ounce flannel back, 4" waterproofed duck gauntlet cuff.	5.55	6.10	6.70

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Montpelier Glove Company, on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Montpelier Glove Company must furnish each of its customers, who, on or after February 24, 1944, purchased or purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Montpelier Glove Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 8 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Montpelier Glove Company.

OPA has ruled that the Montpelier Glove Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4(a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices: Group I ceiling	Column A Manufacturer's prices: Group II ceiling	Column B Wholesalers' prices
388GS	$7.85	$8.55	$9.45
381GS	7.85	8.55	9.45
398GS	7.95	8.65	9.57½
898GS	7.85	8.55	9.45
108GPS	7.45	8.10	8.97½
371GS	7.40	8.05	8.92½
378GS	7.40	8.05	8.92½
71GS	7.40	8.05	8.92½
8378G	7.25	7.85	8.75
361GS	7.95	8.65	9.57½
61GS	7.95	8.65	9.57½
208GS	7.95	8.65	9.57½
7.75	7.75	8.40	9.35
8378S	6.85	7.50	8.25
8398	7.30	7.95	8.80
8766GS	6.15	6.70	7.40
866S	5.50	6.00	6.62½
858	5.30	5.80	6.40
855S	5.20	5.70	6.27½
856GS	5.85	6.40	7.05
55GS	5.75	6.30	6.92½
855GS	5.55	6.10	6.70

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 8 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

(f) On all deliveries of the work glove numbers listed in paragraph (a) since February 24, 1944 pursuant to OPA adjustable pricing authorizations, the Montpelier Glove Company must refund to its customers any monies collected in excess of the ceiling prices authorized in this order. Within thirty days from the effective date of this order, the Montpelier Glove Company shall send to OPA, Washington, D. C., a notification of the steps it has taken to comply with the provisions of this paragraph (f) of this order.

glove numbers enumerated in the table below, manufactured by the Booster Glove Company.

OPA has ruled that the Booster Glove Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices		Column B Wholesalers' prices
	Group I ceiling	Group II ceiling	
875G-S	$7.20	$7.90	$8.67½
875S-S	7.60	7.60	8.32½
875W-S	6.80	7.50	8.20
10G-Cadet-S	3.00	3.60	3.97½

You will note that the letter "S" follows the manufacturer's lot number or brand name. This letter indicates that these gloves have been specially priced by OFA under section 4 (b).

(e) This Order No. 9 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

(f) On all deliveries of the work glove numbers listed in paragraph (a) since March 17, 1944 pursuant to OPA adjustable pricing authorizations, the Booster Glove Company must refund to its customers any monies collected in excess of the ceiling prices authorized in this order. Within thirty days from the effective date of this order, the Booster Glove Company shall send to OPA, Washington 25, D. C., a notification of the steps it has taken to comply with the provisions of this paragraph (f) of this order.

This order shall become effective July 11, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 11th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10210; Filed, July 11, 1944; 5:09 p. m.]

[RMPR 506, Order 9]

BOOSTER GLOVE CO., ET AL.

ADJUSTMENT OF MAXIMUM PRICE

Order No. 9 under section 4 (b) of Revised Maximum Price Regulation 506 (Maximum prices for staple work gloves).

Granting maximum prices to the Booster Glove Company and other sellers; Docket No. N6657-506-33-7.

For reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

(a) On and after July 11, 1944, the Booster Glove Company, 2068 Elston Avenue, Chicago 14, Illinois may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Booster Glove Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A Manufacturer's prices		Column B Wholesalers' prices
		Group I ceiling	Group II ceiling	
875G-S	Men's elute cut, side split leather palm, full leather thumb, forefinger and little finger, leather finger backs, 8 ounce flannel back, 6 ounce flannel palm lining, 4½" waterproof gauntlet.	$7.20	$7.90	$8.67½
875S-S	Men's elute cut, side split leather palm, full leather thumb, forefinger and little finger, leather finger backs, 8 ounce flannel back, 6 ounce flannel palm lining, 3½" waterproof safety cuff.	6.80	7.60	8.32½
875W-S	Men's elute cut, side split leather palm, full leather thumb, forefinger and little finger, leather finger back, 8 ounce flannel back, 6 ounce flannel palm lining, knit wrist.	6.80	7.50	8.20
10G Cadet	Women's elute cut split palm, full leather thumb, 8 ounce flannel back, 5 ounce of lawsuit, palm lining, 3½" single ply gauntlet.	3.30	3.60	3.97½

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Booster Glove Company, on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Booster Glove Company must furnish each of its customers, who, on or after March 17, 1944, purchased or purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Booster Glove Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 9 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Booster Glove Company.

OPA has ruled that the Booster Glove Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Glove description	Column A Manufacturer's prices		Column B Wholesalers' prices
		Group I ceiling	Group II ceiling	
696S	Ladies' industrial glove, elute cut, 6.66 ounce buff colored double napped cloth, 2¼" single ply band top of 5.66 ounce buff colored double napped cloth.	$1.97½	$2.15	$2.37½
389S	Men's three ply throughout tick mitten 6.78 ounce ticking shell, 7.47 ounce #24 black wadding interlining, 2.91 ounce #350 sheeting lining, knit wrist.	2.17½	2.37½	2.62½
40-581S	Shank wool, 7 ounce canton flannel, single thickness back and palm knit wrist.	1.35	1.47½	1.62½
135S	Men's gunn cut 9 ounce canton flannel, single thickness back and palm knit wrist.	1.65	1.77½	2.00

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturer's "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Boss Manufacturing Co., on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Boss Manufacturing Company must furnish each of its customers, who, on or after February 17, 1944, purchased or purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Boss Manufacturing Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 10 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the "work

Style No.	Glove description	Column A Manufacturer's prices		Column B Wholesalers' prices
		Group I ceiling	Group II ceiling	
159	Men's gunn cut 13 ounce canton flannel, single thickness back and palm, knit wrist.	$1.95	$2.12½	$2.35
364	Men's 6 ounce, canton flannel two thumb "husking glove", knit wrist.	1.55	1.70	1.87½
416	Children's 10 ounce fancy jersey, single thickness, knit wrist. Ages 5–10.	1.52½	1.65	1.82½
40-508	Children's 10 ounce fancy jersey, single thickness, knit wrist. Ages 10–15.	1.57½	1.70	1.90
416-6	Children's 10 ounce fancy jersey, single thickness, knit wrist. Packed 6/12th dozen pairs. Ages 5–10, 6/12th dozen pair. Ages 10–15 to the dozen.	1.55	1.67½	1.87½
40-592	Children's 10 ounce fancy jersey single thickness mitten, knit wrist. Ages 5–10.	1.25	1.35	1.50
802	Men's gunn cut 8 ounce canton flannel, single thickness back and palm, 6 ounce thumb lining, knit wrist.	1.70	1.85	2.05
A043-1	Men's 8 ounce canton flannel, single thickness back and palm, without wrist or cuff.	1.32½	1.45	1.60
	Men's gunn cut split leather palm, ¾ leather thumb, leather finger tips, 6 ounce palm lining and 6 ounce canton flannel back, knit wrist.	4.50	4.90	5.42½
	Men's gunn cut split leather palm, ¾ leather thumb, leather finger tips, 6 ounce canton flannel back, 6 ounce palm lining, single safety.	4.60	5.00	5.55
	Men's gunn cut split leather palm, ¾ leather thumb, leather finger tips, 6 ounce palm lining and 6 ounce canton flannel back, single gauntlet.	4.70	5.15	5.67½
581	Men's gunn cut side split palm, full leather thumb and forefinger, leather pull, ¾ length leather back, 4½" double (2 ply thickness) gauntlet cuff.	7.30	7.95	8.80

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturer's "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Boss Manufacturing Co., on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Boss Manufacturing Company must furnish each of its customers, who, on or after February 17, 1944, purchased or purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Boss Manufacturing Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 10 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Boss Manufacturing Company.

OPA has ruled that the Boss Manufacturing Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices		Column B Wholesalers' prices
	Group I Ceiling	Group II Ceiling	
696S	$1.97½	$2.15	$2.37½
389S	2.17½	2.37½	2.62½
40-581S	1.35	1.47½	1.62½
135S	1.65	1.77½	2.00
159S	1.95	2.12½	2.35
364S	1.55	1.70	1.87½
416S	1.52½	1.65	1.82½
40-508S	1.57½	1.70	1.90
416-6S	1.55	1.67½	1.87½
40-592S	1.25	1.35	1.50
802S	1.70	1.85	2.05
A043-1S	1.32½	1.45	1.60
S (knit wrist)	4.50	4.90	5.42½
S (safety)	4.60	5.00	5.55
S (gauntlet)	4.70	5.15	5.67½
581S	7.30	7.95	8.80

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 10 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

(f) On all deliveries of the work glove numbers listed in paragraph (a) since February 17, 1944 pursuant to OPA adjustable pricing authorizations, the Boss Manufacturing Company must refund to its customers any monies collected in excess of the ceiling prices authorized in this order. Within thirty days from the effective date of this order, the Boss Manufacturing Company shall send to OPA, Washington, D. C., a notification of the steps it has taken to comply with the provisions of this paragraph (f) of this order.

This order shall become effective July 11, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 11th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10213; Filed, July 11, 1944; 5:09 p. m.]

[MPR 188, Rev. Order 728]

MANTLE LAMP COMPANY OF AMERICA, INC.

ADJUSTMENT OF MAXIMUM PRICES

Revised Order No. 728 under § 1499.159b of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Maximum prices for sales by manufacturers and retailers of kerosene mantle lamps sold by The Mantle Lamp Company of America. Inc., Chicago, Ill.

Order No. 728 under §1499.159b of Maximum Price Regulation No. 188 is revised and amended to read as follows:

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order fixes maximum prices for sales of unassembled kerosene mantle lamps, and component parts of mantle lamps, which are sold by The Mantle Lamp Company of America, Inc., of Chicago, Illinois, hereafter called the Company. This order also fixes maximum prices for sales of those lamps and component parts of the lamps by retailers.

(1) The maximum price for the sale by the company for each model of unassembled mantle lamp and component parts of such lamps is the price set forth below, opposite each model number:

Maximum Prices for Sales by the Mantle Lamp Co. of America, Inc.

Model No. Mantle Lamps:	
B–179	$3.51
B–153	3.15
B–222	4.05
B–55	3.27
B–75	3.57
COMPONENT PARTS	
Burner model "B"	2.60
Burner model "12"	2.45
Burner base model "B"	1.35
Burner base model "12"	1.00
Outer wick tubes	.35
Galleries	.40
Wick raiser	.15
Glass bowl no. 053	.65
Glass bowl no. 075	.85
Glass Fount no. 0153	.50

(2) For sales at retail of mantle lamps and component parts shipped by the company on and after the effective date of this revised order, the maximum price for such lamps and component parts is

the price set forth below opposite each model number:

Model No.	*Maximum prices for sales at retail*
Mantle lamps:	
B–179	$5.95
B–153	5.25
B–222	6.75
B–53	5.45
B–75	5.95
Component parts:	
Burner model "B"	4.00
Burner model "12"	3.75
Burner base model "B"	1.85
Burner base model "12"	1.60
Outer wick to tubes	.60
Galleries	.70
Wick raiser	.25
Glass bowl No. 053	1.00
Glass bowl No. 075	1.25
Glass fount No. 0153	.75

(b) On and after the effective date of this revised order, the company, before delivering any unassembled lamp subject to this order, shall attach to the burner of each lamp a tag or label which plainly sets forth the retail maximum price for the lamp without any accessories established by this revised order. A tag in the following form is satisfactory:

The OPA retail ceiling price for this Model No. ---------- lamp, without accessories is $.---------

(c) At the time of or prior to the first invoice to each retailer after the effective date of this revised order, the company shall notify the retailer of the maximum prices fixed by this order for sales by retailers of mantle lamps and component parts shipped by the company on and after the effective date of this revised order. This notice may be given in any convenient form. In addition, the company shall within fifteen days after the effective date of this order, file a copy of such notice with the Office of Price Administration, Washington, D. C.

(d) This revised order may be revoked or amended by the Price Administrator at any time.

This revised order shall become effective on the 13th day of July 1944.

Issued this 12th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10261; Filed, July 12, 1944; 11:36 a. m.]

[MPR 136, As Amended, Order 241]

ESSICK MANUFACTURING CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 241 under Maximum Price Regulation 136, as amended. Machines and parts, and machinery services; Essick Manufacturing Company.

For the reasons set forth in an opinion, issued simultaneously herewith and filed with the Division of the Federal Register, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Orders 9250 and 9328, and pursuant to § 1390.25a of Maximum Price Regulation 136, as amended, *It is ordered:*

(a) The maximum price for the sales by the Essick Manufacturing Company, Los Angeles, California, of any of the pumps listed below to persons other than consumers shall be as follows:

Pump	*Maximum price*
Essick 3M auto prime centrifugal pump	$72.00
Essick 7M auto prime centrifugal pump	130.00
Essick 15M auto prime centrifugal pump	203.00
Essick 30M auto prime centrifugal pump	372.00

(b) The maximum price for the sale by any person of the pumps listed in (a) to consumers shall be determined as follows: The seller shall add the following amount to the net price he had in effect to consumers on October 1, 1941:

Pump	*Amount to be added*
Essick 3M auto prime centrifugal pump	$8.25
Essick 7M auto prime centrifugal pump	17.50
Essick 15M auto prime centrifugal pump	19.25
Essick 30M auto prime centrifugal pump	27.00

(c) The Essick Manufacturing Company shall notify those customers who buy auto prime centrifugal pumps for resale of the amount by which this order permits resellers to increase their October 1, 1941, net selling prices to consumers.

(d) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 12, 1944.

Issued this 12th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–10263; Filed, July 12, 1944; 11:35 a. m.]

[MPR 188, Order 1852]

ALBI-FIREPEL CORP.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1852 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel.

For the reasons set forth in an opinion issued simultaneously herewith and pursuant to § 1499.158, *It is ordered:*

(a) The maximum prices for sales of Albi-Firepel "S" shall be:

	Per gallon		
	1 gallon containers	5 gallon containers	55-gallon drums
By Albi-Firepel Corporation, New York, New York, to the following purchasers:			
Distributors f. o. b. New York, New York, freight allowed to depot nearest to buyer on single shipment lots of 10 gallons or over East of Rocky Mountains	$2.95	$2.85	$2.70
Industrial users f. o. b. New York, New York	4.00	3.85	3.50
By distributors to retailers f. o. b. seller's place of business	3.90	3.80	3.50
By retailers to consumers at retail	6.00	5.85	5.50

(b) No extra charge may be made for containers. A reasonable charge may be required to insure the return of 55 gallon drums, but such deposit must be refunded to the buyer upon their return in good condition within a reasonable time. Transportation costs with respect to the return of such empty drums to the seller shall in all cases be borne by the seller.

(c) *Marking and notification of maximum prices.* (1) Every person who packages Albi-Firepel "S" in one or five gallon containers shall mark each such container as indicated below:

1 gallon containers "OPA Retail Ceiling Price $6.00."

5 gallon containers "OPA Retail Ceiling Price $5.85."

55 gallon drums "OPA Retail Ceiling Price $5.50."

(2) With or prior to the first delivery of Albi-Firepel "S" to any distributor or industrial user Albi-Firepel Corporation shall furnish such distributor or industrial user with a written notice. Such notice to an industrial user shall contain the information specified in item (i) of the Notice set out below, while the complete Notice set out below shall be furnished to a distributor.

Any distributor, with or prior to his first delivery of Albi-Firepel "S" to any retailer shall furnish such retailer with a written notice. Such notice shall contain the information specified in items (i) and (ii) of the Notice set out below.

NOTICE

Albi-Firepel "S" (per gallon)

	1 gal. container	*5 gal. container*	*55 gal. drum*
(i) My maximum price(s) is (are) f. o. b. ----- (insert applicable point)- ------ ------ ------ (insert applicable maximum price)			
(ii) Your maximum (price(s) is (are) f. o. b. ---- (insert applicable point)- ------ ------ ------ (insert applicable maximum price)			
(iii) The retailer's maximum prices are----------	$6.00	$5.85	$5.50

INSTRUCTIONS

You are required by the Office of Price Administration to send with or prior to your first delivery to a retailer a notice identical to items (i) and (ii) of this Notice filled in with the applicable maximum prices. The retailer's maximum prices to be indicated in item (ii) of your notice are set forth in item (iii) of this notice.

(d) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 13, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 12th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10262; Filed, July 12, 1944; 11:35 a. m.]

[MPR 64,[1] Amdt. 1 to Order 99]

ANDERSON STOVE CO.

ADJUSTMENT OF MAXIMUM PRICES

Amendment No. 1 to Order No. 99 under Maximum Price Regulation No. 64.[1] Domestic cooking and heating stoves.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, Order No. 99 under Maximum Price Regulation No. 64 is amended in the following respect:

1. Paragraph (a) is amended to read as follows:

(a) Anderson Stove Company, Anderson, Indiana, may offer to sell, transfer, or deliver its Model No. V–40 gas range at prices no higher than those set forth below:

	Per unit
To dealers in less than carload lots---	$28.20
To builders----------	28.20

These prices are f. o. b. factory at Maspeth, Long Island, and subject to discounts, allowances, and terms no less favorable than those generally in effect with respect to gas ranges produced and sold by Anderson Stove Company in their Anderson, Indiana, factory during the period January 15–June 1, 1941.

2. This Amendment No. 1 to Order No. 99 may be revoked or amended by the Price Administrator at any time.

3. This Amendment No. 1 to Order No. 99 shall become effective on the 13th day of July 1944.

Issued this 12th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10306; Filed, July 12, 1944; 4:30 p. m.]

[MPR 188, Order 1860]

ARKCO SALES CO.

APPROVAL OF MAXIMUM PRICES

Order No. 1860 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' Maximum Prices for Specified Building Materials and Consumers' Goods Other Than Apparel. Approval of maximum prices for sales of a new canvas chair manufactured by the Arkco Sales Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) The maximum prices for all sales and deliveries by Arkco Sales Company, 1110 Woodrow Street, Little Rock, Arkansas, of canvas chairs of its manufacture, as described in its application dated April 8, 1944, since the effective date of Maximum Price Regulation No. 188 are as follows:

	To wholesalers who carry stock	*To retailers*
Model #36 Canvas Chair--	$1.09	$1.86
Model #50 Canvas Chair--	1.29	1.61
Rockerless Rocker-------	1.48	1.80

These maximum prices are net f. o. b. factory.

(b) On and after the effective date of the order, the maximum price for all sales and deliveries by wholesalers who carry stock of the canvas chairs described in paragraph (a) above shall be as follows:

Model #36 Canvas Chair----------	$1.36
Model #50 Canvas Chair----------	1.61
Rockerless Rocker----------	1.80

(c) At the time of or prior to the first invoice to each wholesaler, the Arkco Sales Company shall notify the wholesaler of the maximum prices and conditions set by this order for resale by the purchaser. This notice may be given in any convenient form.

(d) Unless the context otherwise requires, the definitions set forth in § 1499.20 of the General Maximum Price Regulation shall apply to the terms used herein.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 13th day of July 1944.

Issued this 12th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10303; Filed, July 12, 1944; 4:30 p. m.]

[MPR 477, Order 14]

RUBBER HEELS AND SOLES

APPROVAL OF MAXIMUM PRICES

Order No. 14 under Maximum Price Regulation No. 477. Sales of rubber heels and soles in the shoe factory and home replacement trades.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to section 15 of Maximum Price Regulation No. 477, *It is ordered:*

(a) This order is applicable only to sales in the shoe factory trade of flat cord soling slabs which contain clearly discernible whole cords and have a minimum abrasion of 45 or more, a stitch tear test of 60 pounds or more (dry) and 60 pounds or more (wet).

(b) All sellers who sell such slabs in the shoe factory trade may sell or deliver, and all buyers who buy such slabs in the shoe factory trade may buy or receive, such slabs at prices to be adjusted upward in accordance with action that may hereafter be taken by the Office of Price Administration changing the applicable maximum prices for such sales in the shoe factory trade.

(c) Unless and until the Office of Price Administration changes the maximum prices applicable to sales of such slabs in the shoe factory trade, no buyer thereof in such trade shall pay, and no seller thereof in such trade shall receive for such slabs sold in the shoe factory trade, more than the maximum prices therefor presently established under Maximum Price Regulation No. 477.

(d) When used in this order, "sale in the shoe factory trade" means a sale or offer for sale of slabs described in paragraph (a), (1) to persons who use those slabs in the manufacture of civilian (non-military) shoes or (2) to persons who sell the slabs purchased by them to persons who use those slabs in the manufacture of civilian (non-military) shoes.

(e) This order shall be automatically revoked on the effective date of Amendment No. 7 to Maximum Price Regulation No. 477.

(f) This order may be revoked or amended by the Office of Price Administration at any time.

This order shall become effective July 13, 1944.

Issued this 12th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10302; Filed, July 12, 1944; 4:30 p. m.]

[MPR 120, Amdt. 1 to Order 64]

ATLANTIC SMOKELESS COAL CO., ET AL.

AUTHORIZATION OF MAXIMUM PRICES

Amendment No. 1 to Order No. 64 under Maximum Price Regulation No. 120. Bituminous coal delivered from mine or preparation plant.

For the reasons set forth in an opinion issued simultaneously herewith and in accordance with § 1340.207 (a) of Maximum Price Regulation No. 120 and paragraph (c) of Order No. 64 under said regulation; *It is ordered:*

Order No. 64 under Maximum Price Regulation No. 120 is amended in the following respect:

All references to the Asco No. 3 Mine, Mine Index No. 237 of Darr Smokeless Coal Company, and to the prices and coals of said mine and company are hereby deleted.

This amendment shall become effective July 20, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.)

Issued this 12th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10304; Filed, July 12, 1944; 4:30 p. m.]

[MPR 120, Order 191, Revocation]

VERA POCAHONTAS COAL CO.

AUTHORIZATION OF MAXIMUM PRICES

Order No. 191 under Maximum Price Regulation No. 120. Bituminous coal delivered from mine or preparation plant. Order of revocation.

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[1] 8 F.R. 13294.

For the reasons set forth in an opinion issued simultaneously herewith and in accordance with paragraph (c) of Order No. 191 and § 1340.207 (a) of Maximum Price Regulation No. 120; *It is ordered:*

Order No. 191 under Maximum Price Regulation No. 120 is hereby revoked.

This order shall become effective July 20, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 12th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10305; Filed, July 12, 1944; 4:30 p. m.]

Regional and District Office Orders.

[Region I Order G–70 Under RMPR 122, Amdt. 7]

SOLID FUELS IN BOSTON AREA

Amendment No. 7 to Order No. G–70 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Specific maximum prices for solid fuels within specified areas in Region I.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region I of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122 and the Emergency Price Control Act of 1942, as amended, subparagraph (7) containing Appendix 7 is hereby added to paragraph (o) of Region I Order No. G–70 under Revised Maximum Price Regulation No. 122, to read as follows:

(o) *Appendices establishing specific maximum prices*—(7) *Appendix 7: bituminous coal, metropolitan Boston area*—(a) *Maximum prices established by this Appendix 7.* This Appendix 7 establishes specific maximum prices for sales of specified kinds of bituminous coal (defined in paragraph (g) hereof) in the metropolitan Boston area by dealers and for specified services rendered by dealers in connection with the sale or handling of said coal. Price Schedule I contains maximum prices for sales f. o. b. transportation facilities at a yard, dock or other terminal facility, and Price Schedule II contains maximum prices for sales on a delivered basis. The metropolitan Boston area shall include the following cities and towns in the Commonwealth of Massachusetts: Arlington, Belmont, Boston, Braintree, Brookline, Cambridge, Canton, Chelsea, Dedham, Dover, Everett, Hingham, Holbrook, Hull, Lexington, Malden, Medford, Melrose, Milton, Needham, Newton, Norwood, Quincy, Randolph, Reading, Revere, Somerville, Stoneham, Wakefield, Waltham, Watertown, Wellesley, Weston, Westwood, Weymouth, Winchester, Winthrop and Woburn.

(b) *Price Schedule I.* Maximum prices for sales f. o. b. transportation facilities at all yards, docks and other terminal facilities in the metropolitan Boston area.

(1) *Table of prices, per net ton:*

Kind of coal	Classes of purchasers		
	Classes AA and A	Class B	Class C
Domestic run of mine	$7.90	$8.12	$8.34
Straight run of mine	7.65	7.87	8.09
Mixed run of mine	7.80	8.02	8.24
Pasley run of mine	8.15	8.37	8.59
Nut and slack	7.40	7.62	7.84
Slack	7.35	7.57	7.79
1½" nut and slack	7.65	7.87	8.09
Mixed nut and slack	7.50	7.72	7.94
Low volatile pea	7.80	8.02	8.24
High volatile modified stoker	7.40	7.62	7.84
High volatile nut or pea	7.85	8.07	8.29
Cavalier nut and slack	7.50	7.72	7.94
Cavalier modified stoker	7.97	8.19	8.41
Kentucky double screened stoker	8.20	8.42	8.64
High volatile egg or lump	7.50	7.72	7.94
High volatile nut and slack	7.20	7.42	7.64
Premier nut or pea	8.10	8.32	8.54

Provided, however, That at yards located in the cities and towns of Arlington, Belmont, Braintree, Canton, Dedham, Dover, Hingham, Holbrook, Hull, Lexington, Malden, Medford, Melrose, Milton, Needham, Newton, Norwood, Quincy, Randolph, Reading, Revere, Stoneham, Wakefield, Waltham, Watertown, Wellesley, Weston, Westwood, Weymouth, Winchester, Winthrop and Woburn, the maximum price per net ton for sales to domestic consumers shall be the foregoing Class C price for the particular kind of coal plus one dollar ($1.00) per ton.

(2) *Classes of purchasers.* (i) Class AA shall consist of all persons who purchase f. o. b. railroad cars at seller's yard, dock or other terminal facilities.

(ii) Class A shall consist of the following persons who purchase f. o. b. truck or wagon:

(a) All wharf dealers.

(b) Dealers (other than wharf dealers) who have yards or other terminal facilities located outside of the metropolitan Boston and North Shore areas, whether or not such facilities are designed or are customarily used for the handling of bituminous coal.

(c) Those consumers who have customarily been supplied by one or more wharf dealers at the same, or substantially the same, price applicable to sales to wharf dealers, whether said price was quoted as f. o. b. point of shipment, or, when delivery was arranged for, as a delivered price which was in fact arrived at by the addition to said f. o. b. price of the actual cost of transportation.

(iii) Class B shall consist of the following persons who purchase f. o. b. truck or wagon:

(a) Dealers (other than wharf dealers) who have yards or other terminal facilities located in the metropolitan Boston area or the North Shore area, whether or not such facilities are designed or are customarily used for the handling of bituminous coal.

(b) Operators of greenhouses which are used for the growth of vegetables and/or flowers.

(iv) Class C shall consist of the following persons who purchase f. o. b. truck or wagon:

(a) All dealers who are not included in Class A or Class B, except brokers.

(b) All consumers who purchase on an f. o. b. truck or wagon basis and who are not included in Class A or Class B.

Provided, however, That nothing contained herein shall be so construed as to require a dealer to sell coal on an f. o. b. shipping point basis to any consumer to whom said dealer has not customarily so sold, or who has customarily purchased on a delivered basis.

(3) *Services.* The seller shall, upon request, arrange and pay for the transportation of the coal to the purchaser by the method of transportation indicated by the purchaser, to the extent that the requested transportation facilities can, by the exercise of reasonable diligence, be secured. No charge shall be made for such service. The actual cost of the transportation shall be shown separately on the invoice or similar document rendered to the purchaser. In performing such service the dealer shall, when proper under the rules and regulations of the Bureau of Internal Revenue, furnish to the carrier the certification required to avoid further taxation on the transportation of the coal to the purchaser under section 620 of the Revenue Act of 1942.

(c) *Price Schedule II; Maximum prices for sales on a delivered basis.*

(1) *Table of prices, per net ton, for sales on a "direct delivery" basis to consumers at any point in the metropolitan Boston area.*

Kind of coal	Classes of purchasers				
	Class I	Class II	Class III	Class IV	Class V
Domestic run of mine	$10.30	$10.05	$9.80	$9.30	$9.05
Straight run of mine	10.05	9.80	9.55	9.05	8.80
Mixed run of mine	10.20	9.95	9.70	9.20	8.95
Pasley run of mine	10.55	10.30	10.05	9.55	9.30
Nut and slack	9.80	9.55	9.30	8.80	8.55
Slack	9.75	9.50	9.25	8.75	8.50
1½" nut and slack	10.05	9.80	9.55	9.05	8.80
Mixed nut and slack	9.90	9.65	9.40	8.90	8.65
Low volatile pea	10.20	9.95	9.70	9.20	8.95
High volatile modified stoker	9.80	9.55	9.30	8.80	8.55
High volatile nut or pea	10.25	10.00	9.75	9.25	9.00
Cavalier nut and slack	9.90	9.65	9.40	8.90	8.65
Cavalier modified stoker	10.37	10.12	9.87	9.37	9.12
Kentucky double screened stoker	10.60	10.35	10.10	9.60	9.35
High volatile egg or lump	9.90	9.65	9.40	8.90	8.65
High volatile nut and slack	9.60	9.35	9.10	8.60	8.35
Premier nut or pea	10.50	10.25	10.00	9.50	9.25

Provided, however, That the maximum price per net ton for deliveries to domestic consumers in the cities and towns of Arlington, Belmont, Braintree, Canton, Dedham, Dover, Hingham, Holbrook, Hull, Lexington, Malden, Medford, Melrose, Milton, Needham, Newton, Norwood, Quincy, Randolph, Reading, Revere, Stoneham, Wakefield, Waltham, Watertown, Wellesley, Weston, Westwood, Weymouth, Winchester, Winthrop and Woburn shall be the foregoing Class I price for the particular kind of coal plus one dollar ($1.00) per ton.

(2) *Maximum authorized service charges.* The foregoing prices apply to "direct deliveries" and are inclusive of any trimming that may be necessary. If a carry or wheel is necessary in order to effect delivery into the consumer's bin or storage facilities, and the buyer requests such service of him, the dealer may charge an additional 50¢ per ton if such charge is separately stated on the invoice or similar document rendered to the purchaser.

(3) *Classes of purchasers.* Quantities refer to the consumer's annual purchases in net tons, but apply only when the minimum delivery is one ton. Prices for deliveries of less than one ton are governed by paragraph (c) (4). The consumer's annual purchases determine his classification whether or not he purchases all of his requirements from a single dealer, except that a dealer may charge the Class I price to any consumer, regardless of his general classification, who purchases less than 4 tons from said dealer during the course of a year.

Class I. Less than 4 tons.

Class II. Four tons or more, but less than 1,000 tons, regardless of the number of points within the area at which delivery is received by the purchaser.

Class III. One thousand tons or more, regardless of the number of points within the area at which delivery is received by the purchaser.

Class IV. Three thousand tons or more, but less than 7,000 tons, delivered to a single point.

Class V. Seven thousand tons or more, delivered to a single point.

If the purchaser's proper classification cannot be determined at the time of the delivery (as for example, in the case of a purchaser who converts from oil to coal), an estimate shall be made of his probable consumption, he shall be tentatively classified upon the basis of that estimate, and the dealer or dealers supplying him shall make an appropriate refund and may require that the purchaser agree to pay an appropriate additional amount if, when his actual classification has been determined, it appears that he was entitled to a lower price or could properly have been charged a higher one.

(4) *Maximum prices for half and quarter-tons.* (i) The maximum price for delivery of one-half ton shall be the result arrived at by dividing the Class I price by 2, adjusting the quotient to the nearest multiple of 5¢ and adding 50¢.

(ii) The maximum price for delivery of one-quarter ton shall be the result arrived at by dividing the maximum price for delivery of one-half ton (determined pursuant to the preceding subparagraph) by 2, adjusting the quotient to the nearest multiple of five cents and adding 25¢. If, in either case, the quotient is an exact multiple of 2½¢, the next higher multiple of 5¢ shall be considered the nearest multiple thereof.

(d) *Chemical or oil treatment.* (1) If bituminous coal from Districts 1, 2, 3, 7 or 8 has been subjected to oil or calcium chloride treatment by the producer to allay dust or to prevent freezing, and the producer has properly made a charge for such treatment in accordance with the provisions of Maximum Price Regulation No. 120, the dealer selling such coal may add to the applicable maximum price established by this appendix a treatment charge at the rate of ten cents (10¢) per ton.

(2) If any bituminous coal which has not been so treated by the producer is subjected to oil or calcium chloride treatment by a dealer subject to this appendix, the dealer selling such coal may add to the applicable maximum price established by this appendix, a treatment charge at the rate of ten cents (10¢) per ton; provided, that no dealer shall require a purchaser to buy coal which has been so treated by the dealer.

(3) In all cases in which such a treatment charge is made, the dealer shall state it separately from all other items on his invoice.

(e) *Sales to brokers*—(1) *F. o. b. sales.* The maximum price for a sale to a broker who purchases f. o. b. transportation facilities at seller's yard, dock or other terminal facilities and resells without physically handling the coal, shall be 10¢ per ton less than the price applicable to a direct sale to a purchaser of the class of which the broker's customer is a member. The broker shall, when he places the order with the dealer, supply the name of his customer and a statement of his classification.

(2) *Delivered sales.* The maximum price for a sale by a dealer to a broker who orders coal to be delivered by the dealer directly to the broker's customer shall be 10¢ per ton less than the price applicable to a a direct sale to a purchaser of the class of which the broker's customer is a member. The broker shall, when he places the order with the dealer, supply a statement of his customer's classification.

(f) *Terms of sale.* Terms of sale may be c. o. d. However, if credit is extended no additional charge shall be made if payment is received by the tenth day of the month following the month in which the coal is loaded on transportation facilities, in the case of f. o. b. sales, or delivered, in the case of sales on a delivered basis. For the extension of credit beyond said tenth day of the following month, interest may be charged at a rate not to exceed one-half of one per cent per month on the unpaid balance.

(g) *Definitions of coals.* The names of the kinds of coals which are listed in paragraphs (b) and (c) shall, for the purposes of this appendix, have the following meanings:

(1) "Domestic run of mine" is bituminous coal which was defined by the Bituminous Coal Division as "domestic, dealer, modified or screened run of mine", produced in Producing Districts 1, 2, 3, 7 or 8, or a mixture of two or more bituminous coals of different size groups which mixture is equivalent as to coarseness.

(2) "Straight run of mine" is bituminous coal which was defined by the Bituminous Coal Division as "straight run of mine", produced in Producing Districts 1, 2, 3, 7 or 8, or a mixture of two or more bituminous coals of different size groups which mixture is equivalent as to coarseness; except "pasley run of mine" when "pasley run of mine" is stored and delivered separately from any other coal.

(3) "Mixed run of mine" is bituminous coal which is a mixture of "domestic run of mine" and "straight run of mine" in equal proportions.

(4) "Pasley run of mine" means the size group No. 7 coal produced at the Pasley mine, Mine Index No. 717 of the Carpenter-Pasley Coal Company, located in Greenbrier County, West Virginia, in Producing District No. 7.

(5) "Nut and slack" is bituminous coal screenings produced in the low volatile sections of Producing Districts 7 and 8 which, at the mine have passed through a screen with openings larger than three-quarters (¾) of an inch but smaller than one and one-half (1½) inches.

(6) "Slack" is bituminous coal screenings produced in the low volatile sections of Producing Districts 7 and 8 which, at the mine, have passed through a screen with openings of three-quarters (¾) of an inch or smaller.

(7) "1½" nut and slack" is bituminous coal screenings produced in the low volatile sections of Producing Districts 7 and 8 which, at the mine, have passed through a screen with openings one and one-half (1½) inches or larger, other than "high volatile nut and slack" as defined herein. The price for "1½" nut and slack" may also be used for a mixture containing not less than 66⅔% thereof, the balance being Size Group 20 coal from the Page Mine, Mine Index No. 109, in District 7.

(8) "Mixed nut and slack" is a mixture of "1½" nut and slack" with "nut and slack" and/or "slack", containing not less than fifty per cent (50%) of "1½" nut and slack."

(9) "Low volatile pea" is bituminous coal, double screened at the mines, with a top size smaller than two (2) inches and a bottom size one-quarter (¼) inch or larger, produced in the low volatile sections of producing Districts 7 or 8 except "premier pea" when "premier pea" is stored and delivered separately from any other coal except "premier nut".

(10) "Premier nut or pea" means the following bituminous coals of Consumers Mining Corporation, produced at its Premier Mine, Mine Index No. 377 in the low volatile section of Producing District No. 8:

"Pea"—Size group 5, Price Classification A
"Nut"—Size group 4, Price Classification D

or any mixture of the foregoing.

(11) "High volatile modified stoker" is bituminous coal screenings in Size Group 18, produced in the high volatile section of Producing District 8.

(12) "High volatile nut or pea" is bituminous coal in Size Group 9, produced in the high volatile section of Producing District 8.

(13) "Cavalier nut & slack" is the bituminous coal which is known by that trade name, produced by Consolidation Coal Company at its mine having Index No. 5445, in Producing District 8.

(14) "Cavalier modified stoker" is the bituminous coal which is known by that trade name, produced by Consolidation Coal Company at its mine having Index No. 5445, in Producing District 8, and with the following composition as screened at the mine:

72% of coal which has passed through a one and one-quarter (1¼) inch screen and over a three-eighths (⅜) inch screen. 22% of coal which has passed through a one-eighth (⅛) inch screen and over a 50 mesh screen. 6% of coal which has passed through a 50 mesh screen.

(15) "Kentucky double screened stoker" is bituminous coal produced in Subdistrict 1 in the high volatile section of Producing District 8, Size Group 10, Price Classification B, C, D, or E.

(16) "High volatile egg" includes all double-screened egg coals in Size Groups 2, 3, 4, 5, 6 and 7, produced in the high volatile section of Producing District 8.

(17) "High volatile lump" includes all single-screened lump coals in Size Groups 1, 2, 3 and 4, produced in the high volatile section of Producing District 8.

(18) "High volatile nut and slack" is bituminous coal in Size Group 20, produced in the high volatile section of Producing District 8.

(h) *Special definitions.* When used in this Appendix 7, the term:

(1) "Wharf dealer" means a dealer who has terminal facilities located on tidewater and who normally receives bituminous coal which is transshipped via tidewater.

(2) "Broker" means a dealer who purchases bituminous coal from a dealer and, without physically handling it, resells it.

(3) "North Shore area" includes the following cities and towns in the Commonwealth of Massachusetts: Beverly, Danvers, Lynn, Lynnfield, Marblehead, Peabody, Salem, Saugus, Swampscott, and Nahant.

(i) *Special invoice requirement.* Every dealer subject to this Appendix 7 shall place on the invoice or similar document which he gives to each purchaser pursuant to paragraph (j) (2) of this Order No. G–70, in addition to the information called for by that subparagraph, a statement of the purchaser's classification: *Provided, however,* That the purchaser's classification need not be placed on the invoice if the sale is covered by a contract which correctly states the purchaser's classification, or if the seller has provided the purchaser with a letter stating the purchaser's classification and undertaking to notify the purchaser promptly of any change in his classification.

This amendment to Order No. G–70 shall become effective July 20, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 10th day of July 1944.

ELDON C. SHOUP,
Regional Administrator.

[F. R. Doc. 44–10222; Filed, July 11, 1944; 5:12 p. m.]

[Region I Order G–70 Under RMPR 122, Amdt. 8]

SOLID FUELS IN BOSTON AREA

Amendment No. 8 to Order No. G–70 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Specific maximum prices for solid fuels within specified areas in Region I.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region I of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122 and the Emergency Price Control Act of 1942, as amended, subparagraph (8) containing Appendix 8, is hereby added to paragraph (o) of Region I Order No. G–70 under Revised Maximum Price Regulation No. 122 to read as follows:

(o) *Appendices establishing specific maximum prices*—(8) *Appendix 8: Specified solid fuels, Amherst, Massachusetts area*—(a) *Maximum prices established by this Appendix 8.* This Appendix 8 establishes specific maximum prices for sales of Pennsylvania anthracite, Koppers coke and Ambricoal in the Amherst, Massachusetts area by dealers, and for specified services rendered by dealers in connection with the sale or handling of said solid fuel. Price Schedule I contains prices for sales on a delivered basis; Price Schedule II contains prices for yard sales to consumers; and Price Schedule III sets forth prices for yard sales to dealers. The Amherst, Massachusetts area shall include the following cities and towns in the Commonwealth of Massachusetts: Amherst, Easthampton, Hadley, Hatfield, Northampton, Pelham, Westhampton and Williamsburg.

(b) *Price Schedule I; sales on a delivered basis.* (1) Base maximum prices for sales on a "direct delivery" basis to consumers at any point in the Amherst, Massachusetts area:

Kind and size	Per net ton	Per ½ ton	Per ¼ ton	Per 100 lbs.
Pennsylvania anthracite:				
Broken, egg, stove and chestnut	$16.35	$8.45	$4.40	$0.90
Pea	15.05	7.80	4.05	.85
Buckwheat	12.15	6.35	3.35	.70
Rice	11.10	5.80	3.05	.65
Yard screenings	4.00			
Koppers coke: Egg, stove and chestnut	15.75	8.15	4.20	.90
Ambricoal	14.75	7.65	3.95	.85

(2) *Discount to certain class of purchaser.* The foregoing per net ton prices shall be reduced by the following amounts on sales to consumers whose annual purchases amount to 25 tons or more:

Kind and size	*Amount of reduction*
All sizes of Pennsylvania anthracite, except rice size; Koppers coke and Ambricoal	$0.50
Rice size Pennsylvania anthracite	.25

A consumer's annual purchases determine his classification, whether or not he purchases all of his requirements from a single dealer.

(3) *Maximum authorized service and deposit charges.* (a) The maximum prices per 100 pounds include carrying or wheeling to buyer's bin or storage space. If the buyer requests such service of him, the dealer may make the following charges for carrying or wheeling of quarter-ton and larger quantities to the buyer's bin or storage space:

	Per net ton	Per ½ ton	Per ¼ ton
For any carry or wheel from a "direct delivery" point, exclusive of charges for carries up or down flights of stairs	$0.50	$0.25	$0.15
For any carry up or down flights of stairs, per flight	.25	.15	.10

(b) If the buyer requests that fuel delivered in burlap bags furnished by the dealer be left in the bags, the maximum amount which may be required by the dealer as a deposit on, or as predetermined liquidated damages for failure to return, the bags shall be 25 cents per bag.

(c) *Price Schedule II; yard sales to consumers.* (1) Maximum prices for sales delivered at the yard of any dealer in the Amherst, Massachusetts area to consumers:

Kind and size	Per net ton	Per ½ ton	Per ¼ ton	Per 100 lbs.
Pennsylvania anthracite:				
Broken, egg, stove, and chestnut	$15.35	$7.70	$3.85	$0.80
Pea	14.05	7.05	3.65	.75
Buckwheat	11.15	5.60	2.80	.60
Rice	10.10	5.05	2.55	.55
Yard screenings	3.00			
Koppers coke: Egg, stove, and chestnut	14.75	7.40	3.70	.80
Ambricoal	13.75	6.90	3.45	.75

(2) The provisions of paragraph (b) (2) shall be applicable to the foregoing maximum prices for yard sales to consumers.

(3) *Maximum authorized bagging and deposit charges.* (a) The maximum prices per 100 pounds are for 100 pounds bagged, but do not include the bag. If the buyer requests such service of him, the dealer may make the following charges for bagging quarter-ton and larger quantities in 100 pound bags, exclusive of any deposit charges on bags furnished by the dealer.

	Cents
Per net ton	50
Per ½ ton	25
Per ¼ ton	15

(b) The maximum amount which may be required by the dealer as a deposit on, or as predetermined liquidated damages for failure to return, burlap bags furnished by the dealer shall be 25 cents per bag.

(d) *Terms of sales; sales to consumers.* (1) Terms of sale for Pennsylvania anthracite yard screenings, and for less than quarter-ton lots of any other solid fuel for which specific maximum prices are established by paragraphs (b) and (c), may be net cash, but no additional charge shall be made for the extension of credit terms of net 30 days or net 10 days e. o. m.

(2) In all other cases, the following "cash discounts" for payment within the periods specified shall be granted from the maximum prices set forth in paragraphs (b) and (c), including those prices as reduced in accordance with paragraphs (b) (2) and (c) (2);

Period	Cash discounts: Per net ton	Per ½ ton	Per ¼ ton
At time of delivery or within 10 days after date of delivery	$1.00	$0.60	$0.25
After 10 days after date of delivery, but within 30 days after date of delivery	.60	.25	None

(e) *Price Schedule III; yard sales to dealers.* (1) Maximum prices for sales delivered at the yard of any dealer in the Amherst, Massachusetts area to dealers in fuels who resell them:

Kind and size	Per net ton	Per ½ ton	Per ¼ ton
Pennsylvania anthracite:			
Broken, egg, stove, and chestnut	$13.35	$6.70	$3.35
Pea	12.05	6.05	3.05
Buckwheat	9.15	4.60	2.30
Rice	8.10	4.05	2.05
Yard screenings			
Koppers Coke: Egg, stove, and chestnut	12.75	6.40	3.20
Ambricoal	11.75	5.90	2.95

(2) *Terms of sale.* Terms of sale may be net cash, but no additional charge shall be made for the extension of credit terms of net 30 days or net 10 days e. o. m.

(3) *Maximum authorized bagging and deposit charges.* (a) If the buyer requests such service of him, the seller may make the following charges for bagging in 100 pound bags, exclusive of any deposit charges on bags furnished by the seller.

	Cents
Per net ton	50
Per ½ ton	25
Per ¼ ton	15

(b) The maximum amount which may be required by the seller as a deposit on, or as predetermined liquidated damages for failure to return, burlap bags furnished by the seller shall be 25 cents per bag.

(f) *Certain named Pennsylvania anthracite coals.* The specific maximum prices set forth above for Pennsylvania anthracite may be increased by the following amounts when the following sizes of listed named Pennsylvania anthracite coals are sold:

Kind and size	Amount of addition: Per net ton	Per ½ ton	Per ¼ ton	Per 100 lbs.
Jeddo highland:				
Broken, egg, stove, chestnut, pea, and buckwheat	$0.25	$0.15	$0.05	None
Rice	.15	.10	None	None
Greenwood: Egg, stove, chestnut, and pea	.25	.15	.05	None
Silver Brook:				
Broken, egg, stove, chestnut, pea, and buckwheat	.45	.25	.10	None
Rice	.35	.20	.10	None

This Amendment No. 8 shall become effective July 9, 1944.

(56 Stat. 23, 765, Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 30th day of June 1944.

FRANK D. O'NEIL,
Acting Regional Administrator.

[F. R. Doc. 44–10223; Filed, July 11, 1944; 5:12 p. m.]

[Region VI Order G–38 Under MPR 329]

FLUID MILK IN AUSTIN, MINN.

Order G–38 under Maximum Price Regulation No. 329. Maximum prices for purchasers of milk from producers for resale as fluid milk. Adjustment of fluid milk prices payable to producers at Austin, Minnesota.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration under § 1351.408 (b) of Maximum Price Regulation 329, It is ordered:

(a) *Maximum producer prices.* The maximum price which distributors may pay to producers for whole milk sold for human consumption in fluid form and delivered to a distributor's place of business shall be 77¢ per pound butterfat. Where the milk is not delivered to the place of business of the distributor, the maximum price shall be reduced 15¢ per cwt.

(b) *Applicability of producer prices.* Maximum prices established by section (a) of this order shall apply to all purchases of milk from producers for resale for human consumption in fluid form by distributors whose bottling plants are located within Austin, Minnesota or who sell within that city 50% or more of the milk sold by them. Maximum prices provided in section (a) of this order shall apply only to purchases from producers from whom distributors covered by this order purchased milk during the period January 1, 1944, to April 30, 1944, inclusive.

(c) *Definitions.* Unless the context otherwise requires, the definitions set forth in Maximum Price Regulation 329 and the Emergency Price Control Act of 1942, as amended, shall be applicable to the terms used herein.

(d) *Relation of this order to other regulations.* Except as modified by this order, the provisions of Maximum Price Regulation 329 shall remain in full force and effect and shall not be evaded by any change in the customary delivery or trade practices in effect in January 1943.

(e) *Revocability.* This order may be amended, revoked or corrected at any time.

This order has been approved by the Regional Administrator of the War Food Administration.

This order shall become effective June 22, 1944.

(56 Stat. 23, 765 Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 20th day of June 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44–10224; Filed, July 11, 1944; 5:13 p. m.]

[Region VI Order G–61 Under SR 15 Under MPR 280 and MPR 329]

FLUID MILK IN BRAINERD, MINN.

Amendment No. 1 to Order No. G–61 under § 1499.75 (a) (9) of the Supplementary Regulation No. 15 to the General Maximum Price Regulation, under § 1351.807 (a) of Maximum Price Regulation No. 280 and under § 1351.408 (a) of Maximum Price Regulation No. 329. Adjustment of fluid milk prices for Brainerd, Minnesota.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.75 (a) (9) of Supplementary Regulation No. 15 to the General Maximum Price Regulation, by § 1351.807 (a) of Maximum Price Regulation No. 280 and by § 1351.408 (a) of Maximum Price Regulation No. 329, *It is ordered,* That paragraph (c) of Regional Order No. G–61 be and the same is hereby amended to read as follows:

(c) *Maximum distributor prices for sales to civilian purchasers.* The maximum price for the sale and delivery of standard content butterfat fluid milk at wholesale and retail in Brainerd, Minnesota, shall be the maximum price determined under the General Maximum Price Regulation or Maximum Price Regulation No. 280, whichever is appropriate for the type of sale being made, or the following prices, whichever shall be the higher:

Container size	Wholesale	Retail
Gallon (bulk)	$0.39	
Gallon	.39	$0.46
½ gallon	.20	.24
Quart	.10½	.12½
Pint	.06	.07
½ pint	.03½	.05

When the maximum price set forth is expressed in terms of ½ cent, the price charged for a single unit at retail may be increased to the next even cent. An opportunity must, however, be given to each buyer to purchase two units for which the maximum price will be twice the single unit price. All sales at wholesale and home delivery sales at retail shall be considered multiple unit sales unless separate collections are made for single units when delivered.

This order shall be effective May 31, 1944.

(56 Stat. 23, 765; Pub. Law 151; 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 20th day of June 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44–10219; Filed, July 11, 1944; 5:11 p. m.]

[Region I Order G–7 Under RMPR 122, Revocation]

BITUMINOUS COAL IN BOSTON AREA

Order revoking Order No. G–7 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Bituminous coal in the Metropolitan Boston Area.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region I of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122 and the Emergency Price Control Act

of 1942, as amended, *It is hereby ordered*, That Region I Order No. G–7 under Revised Maximum Price Regulation No. 122 (Bituminous coal, Metropolitan Boston Area) be and it hereby is revoked.

This order shall become effective July 20, 1944.

(56 Stat. 23, 765, Pub. Law 151, 78th Cong. E. O. 9250, 7 F. R. 7871 and E. O. 9328, 8 F. R. 4681)

Issued this 10th day of July 1944.

ELDON C. SHOUP,
Regional Administrator.

[F. R. Doc. 44–10221; Filed, July 11, 1944; 5:12 p. m.]

[Region VI Order G–61 Under SR 15, MPR 280 and MPR 329, Amdt. 2]

FLUID MILK IN BRAINERD, MINN.

Amendment No. 2 to Order No. G–61 under § 1499.75 (a) (9) of Supplementary Regulation No. 15 to the General Maximum Price Regulation, under Maximum Price Regulation No. 280 and under Maximum Price Regulation No. 329. Adjustment of fluid milk prices for Brainerd, Minnesota.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.75 (a) (9) of Supplementary Regulation No. 15 to the General Maximum Price Regulation, by § 1351.807 (a) to the Maximum Price Regulation No. 280 and § 1351.408 (a) of Maximum Price Regulation No. 329; *It is ordered*, That Regional Order No. G–61 be and the same is hereby amended to read as follows:

(a) *Maximum producer prices.* The maximum price which distributors may pay to producers for milk for human consumption in fluid form shall be 80¢ per pound of butterfat in whole milk.

(b) *Applicability of producer prices.* Maximum prices established by paragraph (a) of this order shall apply to all purchases of fluid milk from producers for resale for human consumption in fluid form by distributors whose bottling plants are located within the corporate limits of Brainerd, Minnesota, or who sell within this community 50% or more of the milk sold by them. The maximum price provided in paragraph (a) of this order shall apply only to purchases from producers from whom distributors covered by this order purchased from June 1, 1943 to December 31, 1943, and are not applicable to purchases from producers who did not in that period sell to distributors located in Brainerd, Minnesota.

(c) *Maximum distributor prices for sales to civilian purchasers.* (1) The maximum price for the sale and delivery of standard content butterfat fluid milk at wholesale and retail within the city limits of Brainerd, Minnesota, shall be the maximum price determined under the General Maximum Price Regulation, or Maximum Price Regulation No. 280, or the following prices, whichever shall be the higher:

Container size	Wholesale	Retail
Gallon (in bulk)	$0.39	
Gallon	.39	$0.46
½ gallon	.20	.24
Quart	.10½	.12½
Pint	.06	.07
½ pint	.03¾	.05

(2) The maximum price for the sale and delivery of standard content fluid milk at wholesale and retail in the Counties of Cass, Morrison, Millelacs and the county of Crow Wing, except the city of Brainerd, Minnesota, shall be the maximum price determined under the General Maximum Price Regulation, or Maximum Price Regulation No. 280, or the following prices, whichever shall be the higher:

Container size	Wholesale	Retail
Gallon (in bulk)	$0.41	
Gallon	.41	$0.49
½ gallon	.21	.25
Quart	.11	.13
Pint	.06	.07
½ pint	.03½	.05

Where the maximum price set forth is expressed in terms of ½ cent, the price charged for a single unit at retail may be increased to the net even cent. An opportunity must, however, be given to each buyer to purchase two units for which the maimum price will be twice the single unit price. All sales at wholesale and home delivery sales at retail shall be considered multiple unit sales unless separate collections are made for single units when delivered.

(d) *Maximum distributor prices for sales to the Army and Navy.* The maximum price for the sale and delivery of fluid milk to the Army and Navy shall be the price at wholesale computed under paragraph (c) (1) of the order for the particular size and type of container, plus whichever of the following provisions is the higher:

(1) One-half per quart or a proportionate amount for a part of a quart.

(2) The actual transportation costs from the seller's plant to the point of delivery at the lowest common carrier rate.

(e) *Applicability of distributor prices.* (1) For the purpose of paragraph (c) (1) of this order, sales and deliveries within the Brainerd, Minnesota, area shall mean: (i) All sales made within the city limits of Brainerd, Minnesota, (ii) All sales of fluid milk by any seller at retail at or from an establishment located outside of the Counties of Cass, Crow Wing, Morrison and Millelacs, Minnesota, obtaining the major portion of its supply of milk from a seller at wholesale located within Brainerd, Minnesota.

(2) For the purpose of paragraph (c) (2) of this order, sales and deliveries within the Counties of Cass, Crow Wing, Morrison and Millelacs, Minnesota, shall mean:

All sales made within the County limits of Cass, Morrison, Millelacs, and Crow Wing, except the City of Brainerd, Minnesota, at or from an establishment located in said counties except Brainerd, Minnesota, which obtain a major portion of their supply of milk from Brainerd, Minnesota.

(f) *Definitions.* (1) Standard butterfat content milk shall mean cow's milk having a butterfat content of not less than 3.2% or the legal minimum established by statute or municipal ordinance and distributed and sold for consumption in fluid form as whole milk.

(2) Sales at wholesale shall include all sales to retail stores, restaurants, schools, hospitals, prisons and other institutions.

(3) Army and Navy means the War Department or the Department of the Navy of the United States, including such Departments' sales stores, commissaries, ships' stores, officers' messes, and stores operated as Army canteens or post exchanges.

(g) *Relation of this order to Office of Price Administration regulations.* No purchaser shall pay a larger proportion of transportation costs incurred in the delivery or supply of milk from producers than he paid in deliveries during January 1943. Except as modified by this order, the provisions of Maximum Price Regulation No. 280, of Maximum Price Regulation No. 329, and of the General Maximum Price Regulation shall remain in full force and effect and shall not be evaded by any change in business or trade practices in effect during the applicable base period of such regulations.

(h) *Revocability.* This order may be revoked, amended or corrected at any time.

The portion of this order which applies to prices which may be paid to producers has been approved by the Administrator of the War Food Administration.

This order shall be effective May 29, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 27th day of June 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44–10220; Filed, July 11, 1944; 5:11 p. m.]

[Region VI Order G–71 Under SR 15 and MPR 280]

FLUID MILK IN MADRID, NEBR.

Order No. G–71 under § 1499.75 (a) (9) of Supplementary Regulation No. 15 to the General Maximum Price Regulation and under § 1351.807 (a) of Maximum Price Regulation No. 280. Adjustment of fluid milk prices in Madrid, Nebraska.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.75 (a) (9) of Supplementary Regulation No. 15 to the General Maximum Price Regulation and by § 1351.807 (a) of Maximum Price Regulation No. 280, it is ordered:

(a) *Maximum distributor prices for sales to civilian purchasers.* The maximum prices for the sale and delivery of fluid milk for human consumption at wholesale and retail in Madrid, Nebraska, shall be the maximum prices determined under the General Maximum Price Regulation or under Maximum Price Regulation No. 280, whichever shall be applicable, or the following prices, whichever shall be the higher.

Standard butterfat content fluid milk	Wholesale	Retail
Gallon (in bulk)	$0.37	
Gallon	.37	$0.45
½ gallon	.19	.23
Quart	.10	.12
Pint	.05½	.06½
½ pint	.03	.03½

Where the maximum price set forth is expressed in terms of ½ cent, the price charged for a single unit at retail may be increased to the next even cent. An opportunity must, however, be given to each buyer to purchase two units for which the maximum price will be twice the single unit price. All sales at wholesale and home delivery sales at retail shall be considered multiple unit sales unless separate collections are made for single units when delivered.

(b) *Maximum distributor prices for sales to the Army and Navy.* The maximum prices for the sale and delivery of fluid milk to the Army and Navy shall be the price at wholesale computed under paragraph (a) of this order for the particular size and type of container plus whichever of the following provisions is the higher:

(1) One-half cent per quart or a proportionate amount for a part of a quart.

(2) The actual transportation costs from the seller's plant to the point of delivery at the lowest common carrier rate.

(c) *Applicability of distributor prices.* For the purpose of paragraph (a) of this order, sales and deliveries within the Madrid, Nebraska, area shall mean:

(1) All sales made within the corporate limits of Madrid, Nebraska, and all sales at or from an establishment located in Madrid, Nebraska.

(2) All sales of fluid milk by any seller at retail at or from an establishment obtaining the major portion of its supply of milk from a seller at wholesale located within Madrid, Nebraska.

(d) *Definitions.* (1) Standard butterfat content milk shall mean cow's milk having a butterfat content of not less than 3.2% or the legal minimum established by statute or municipal ordinance, distributed and sold for consumption in fluid form as whole milk.

(2) Sales at wholesale shall include all sales to retail stores, hotels, restaurants, schools, hospitals, prisons and other institutions.

(3) Army or Navy means the War Department or the Department of the Navy of the United States, including such Departments' sales stores, commissaries, ships' stores, officers' messes, and stores operated as Army canteens or post exchanges.

(e) *Relation of this order to Office of Price Administration regulations.* Except as modified by this order, the provisions of the General Maximum Price Regulation and the Maximum Price Regulation No. 280 shall remain in full force and effect and shall not be evaded by any change in business or trade practices.

(f) *Revocability.* This order may be revoked, amended or corrected at any time.

This order shall be effective June 21, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 19th day of June 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44–10215; Filed, July 11, 1944; 5:10 p. m.]

[Region VI Order G–72 Under SR 15 and MPR 280]

FLUID MILK IN CANTON, ILL.

Order No. G–72 under § 1499.75 (a) (9) of Supplementary Regulation No. 15 to the General Maximum Price Regulation and under § 1351.807 (a) of Maximum Price Regulation No. 280. Adjustment of fluid milk prices in Canton, Illinois.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.75 (a) (9) of Supplementary Regulation No. 15 to the General Maximum Price Regulation and by § 1351.807 (a) of Maximum Price Regulation No. 280, it is ordered:

(a) *Maximum distributor prices for sales to civilian purchasers.* The maximum prices for the sale and delivery of fluid milk for human consumption at wholesale and retail in Canton, Illinois, shall be the maximum prices determined under the General Maximum Price Regulation or under Maximum Price Regulation No. 280, whichever shall be applicable, or the following prices, whichever shall be the higher:

Standard butterfat content fluid milk	Wholesale	Retail
Gallon (in bulk)	$0.39	
Gallon	.39	$0.47
½ gallon	.20	.24
Quart	.10½	.12½
Pint	.06	.07
½ pint	.03½	.04

Where the maximum price set forth is expressed in terms of ½ cent, the price charged for a single unit at retail may be increased to the next even cent. An opportunity must, however, be given to each buyer to purchase two units for which the maximum price will be twice the single unit price. All sales at wholesale and home delivery sales at retail shall be considered multiple unit sales unless separate collections are made for single units when delivered.

(b) *Maximum distributor prices for sales to the Army and Navy.* The maximum prices for the sale and delivery of fluid milk to the Army and Navy shall be the price at wholesale computed under paragraph (a) of this order for the particular size and type of container plus whichever of the following provisions is the higher:

(1) One-half cent per quart or a proportionate amount for a part of a quart.

(2) The actual transportation costs from the seller's plant to the point of delivery at the lowest common carrier rate.

(c) *Applicability of distributor prices.* For the purpose of paragraph (a) of this order, sales and deliveries within the Canton, Illinois, area shall mean:

(1) All sales made within the corporate limits of Canton, Illinois, and all sales at or from an establishment located in Canton, Illinois.

(2) All sales of fluid milk by any seller at retail at or from an establishment obtaining the major portion of its supply of milk from a seller at wholesale located within Canton, Illinois.

(d) *Definitions.* (1) Standard butterfat content milk shall mean cow's milk having a butterfat content of not less than 3.2% or the legal minimum established by statute or municipal ordinance, distributed and sold for consumption in fluid form as whole milk.

(2) Sales at wholesale shall include all sales to retail stores, hotels, restaurants, schools, hospitals, prisons and other institutions.

(3) Army or Navy means the War Department or the Department of the Navy of the United States, including such Departments' sales stores, commissaries, ships' stores, officers' messes, and stores operated as Army canteens or post exchanges.

(e) *Relation of this order to Office of Price Administration regulations.* Except as modified by this order, the provisions of the General Maximum Price Regulation and the Maximum Price Regulation No. 280 shall remain in full force and effect and shall not be evaded by any change in business or trade practices.

(f) *Revocability.* This order may be revoked, amended or corrected at any time.

This order shall be effective June 29, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 27th day of June 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44–10216; Filed, July 11, 1944; 5:10 p. m.]

[Region VI Order G–75 Under SR 15, MPR 280 and MPR 329]

FLUID MILK IN WINONA, MINN.

Order No. G–75 under § 1499.75 (a) (9) of Supplementary Regulation No. 15 to the General Maximum Price Regulation under Maximum Price Regulation No. 280 and under Maximum Price Regulation No. 329. Adjustment of fluid milk prices for Winona, Minnesota.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.75 (a) (9) of Supplementary Regulation No. 15 to the General Maximum Price Regulation, by § 1351.807 (a) to the Maximum Price Regulation No. 280 and § 1351.408 (a) of Maximum Price Regulation No. 329, it is ordered:

(a) *Maximum producer prices.* The maximum price which distributors may pay to producers for milk for human consumption in fluid form shall be $3.15 per cwt. for 4% milk, plus not more than 5¢ for each 1/10 of a pound of butterfat in excess of 4% and minus not less than 5¢ for each 1/10 of a pound of butterfat below 4%.

(b) *Applicability of producer prices.* Maximum prices established by paragraph (a) of this order shall apply to all purchases of fluid milk from producers for resale for human consumption in fluid form by distributors whose bottling plants are located within the corporate limits of Winona, Minnesota, or who sell within this community 50% or more of the milk sold by them. The maximum price provided in paragraph (a) of this order shall apply only to purchases from producers from whom distributors covered by this order purchased from August 1, 1943 to March 31, 1943, and are not applicable to purchases from producers who did not in that period sell to distributors located in Winona, Minnesota.

(c) *Maximum distributor prices for sales to civilian purchasers.* The maximum price for the sale and delivery of fluid milk at wholesale and retail in Winona, Minnesota, shall be the maximum price determined under the General Maximum Price Regulation or the following prices, whichever shall be the higher:

STANDARD BUTTERFAT CONTENT FLUID MILK

	Wholesale	Retail
Gallon (in bulk)	$0.39	
Gallon	.30	$0.47
½ gallon	.20	.24
Quarts	.10½	.12½
Pints	.06	.07
½ pints	.03¾	.05

CHOCOLATE

Quarts	$0.10½	$0.12½
Pints	.06	.07
½ pints	.03¾	.05

GUERNSEY

Quarts	$0.11	$0.12½

BUTTERMILK

Quarts	$0.03½	$0.07

Where the maximum price set forth is expressed in terms of ½ cent, the price charged for a single unit at retail may be increased to the next even cent. An opportunity must, however, be given to each buyer to purchase two units for which the maximum price will be twice the single unit price. All sales at wholesale and home delivery sales at retail shall be considered multiple unit sales unless separate collections are made for single units when delivered.

(d) *Maximum distributor prices for sales to the Army and Navy.* The maximum price for the sale and delivery of fluid milk to the Army and Navy shall be the price at wholesale computed under paragraph (c) of this order for the particular size and type of container, plus whichever of the following provisions is the higher:

(1) One-half cent per quart or a proportionate amount for a part of a quart.

(2) The actual transportation costs from the seller's plant to the point of delivery at the lowest common carrier rate.

(e) *Applicability of distributor prices.* For the purpose of paragraph (c) of this order, sales and deliveries within the Winona, Minnesota area shall mean:

(1) All sales made within the city limits of Winona, Minnesota, and all sales at or from an establishment located in Winona, Minnesota.

(2) All sales of fluid milk by any seller at retail at or from an establishment obtaining the major portion of its supply of milk from a seller at wholesale located within Winona, Minnesota.

(f) *Definitions.* (1) Standard butterfat content milk shall mean cow's milk having a butterfat content of not less than 3.2% or the legal minimum established by statute or municipal ordinance and distributed and sold for consumption in fluid form as whole milk.

(2) Sales at wholesale shall include all sales to retail stores, restaurants, schools, hospitals, prisons and other institutions.

(3) Army or Navy means the War Department or the Department of the Navy of the United States, including such Departments' sales stores, commissaries, ships' stores, officers' messes, and stores operated as Army canteens or post exchanges.

(g) *Relation of this order to Office of Price Administration regulations.* No purchaser shall pay a larger proportion of transportation costs incurred in the delivery or supply of milk from producers than he paid on deliveries during January 1943. Except as modified by this order, the provisions of Maximum Price Regulation No. 280, of Maximum Price Regulation No. 329, and of the General Maximum Price Regulation shall remain in full force and effect and shall not be evaded by any change in business or trade practices in effect during the applicable base period of such regulations.

(h) *Revocability.* This order may be revoked, amended or corrected at any time.

The portion of this order which applies to prices which may be paid to producers has been approved by the Administrator of the War Food Administration.

This order shall be effective June 29 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 27th day of June 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44-10217; Filed, July 11, 1944; 5:10 p. m.]

[Region VI Order G-77 Under SR 15 and MPR 280]

FLUID MILK IN DESIGNATED COUNTIES IN WISCONSIN

Order No. G-77 under § 1499.75 (a) (9) of Supplementary Regulation No. 15 to the General Maximum Price Regulation under Maximum Price Regulation No. 280. Adjustment of fluid milk prices for the counties of Oneida, Vilas and Forest, except the cities of Rhinelander, Eagle River, Crandon, Laona and Wabena, Wisconsin.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.75 (a) (9) of Supplementary Regulation No. 15 to the General Maximum Price Regulation, by § 1351.807 to the Maximum Price Regulation No. 280, it is ordered:

(a) *Maximum distributor prices for sales to civilian purchasers.* The maximum price for the sale and delivery of standard content butterfat fluid milk at wholesale and retail in Oneida, Vilas and Forest Counties, except the cities of Rhinelander, Eagle River, Crandon, Laona and Wabena, Wisconsin, shall be the maximum price determined under the General Maximum Price Regulation, or Maximum Price Regulation No. 280, whichever is applicable, or the following prices, whichever shall be the higher:

Container size	Wholesale	Retail
Gallon (in bulk)	$0.41	
Gallon	.41	$0.49
½ gallon	.21	.25
Quart	.11	.13
Pint	.06½	.07½
½ pint	.03¾	.04

Where the maximum price set forth is expressed in terms of ½ cent, the price charged for a single unit at retail may be increased to the next even cent. An opportunity must, however, be given to each buyer to purchase two units for which the maximum price will be twice the single unit price. All sales at wholesale and home delivery sales at retail shall be considered multiple unit sales unless separate collections are made for single units when delivered.

(b) *Maximum distributor prices for sales to the Army and Navy.* The maximum price for the sale and delivery of fluid milk to the Army and Navy shall be the price at wholesale computed under paragraph (a) of this order for the particular size and type of container, plus whichever of the following provisions is the higher:

(1) One-half cent per quart or a proportionate amount for a part of a quart.

(2) The actual transportation costs from the seller's plant to the point of delivery at the lowest common carrier rate.

(c) *Applicability of distributor prices.* For the purpose of paragraph (a) of this order, sales and deliveries within the Counties of Oneida, Vilas and Forest, except in the cities of Rhinelander, Eagle River, Crandon, Laona and Wabena, Wisconsin, means all sales from an establishment located in Rhinelander, Wisconsin, and all sales in establishments located in those counties except the cities of Rhinelander, Eagle River, Crandon, Laona and Wabena, which obtain a major portion of their supply of milk from Rhinelander, Wisconsin.

(d) *Definitions.* (1) Standard butterfat content milk shall mean cow's milk having a butterfat content of not less than 3.2% or the legal minimum established by statute or municipal ordinance and distributed and sold for consumption in fluid form as whole milk.

(2) Sales at wholesale shall include all sales to retail stores, restaurants, schools, hospitals, prisons and other institutions.

(3) Army or Navy means the War Department or the Department of the Navy of the United States, including such Departments' sales stores, commissaries, ships' stores, officers' messes, and stores operated as Army canteens or post exchanges.

(e) *Relation of this order to Office of Price Administration regulations.* Except as modified by this order, the provisions of Maximum Price Regulation No. 280 and of the General Maximum Price Regulation shall remain in full force and effect and shall not be evaded by any change in business or trade practices in effect during the applicable base period of such regulations.

(f) *Revocability.* This order may be revoked, amended or corrected at any time.

This order shall be effective July 1, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 3d day of July 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44-10218; Filed, July 11, 1944; 5:11 p. m.]

[Region VII Revised Order G-24 Under RMPR 122]

SOLID FUELS IN DENVER REGION

Revised Order No. G-24 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Adjustment of specific maximum prices of dealers in Region VII to compensate for increases in supplier's price under Amendment 74 to Maximum Price Regulation No. 120.

Pursuant to the Emergency Price Control Act of 1942, as amended, and § 1340.260 of Revised Maximum Price Regulation No. 122, and for the reasons set forth in the accompanying opinion, Order No. G-24 under Revised Maximum Price Regulation No. 122 is hereby redesignated Revised Order No. G-24 under Revised Maximum Price Regulation No. 122 and, as amended to date, is hereby made to read as follows:

(a) *What this order does.* This Revised Order No. G-24 permits dealers in Region VII for whom specific maximum prices have heretofore been established by this Regional Office in any specified trade area by an adjustment order issued under § 1340.259 (a) or by a community pricing order under § 1340.260 of Revised Maximum Price Regulation No. 122, to add to their specific maximum prices so established, the amounts set forth in Appendix A of paragraph (d) hereof, when they sell coal purchased by them from one of the high-cost mines named in said Appendix A.

(b) *When dealers may increase their specific maximum prices to cover an increase in the maximum prices of a high-cost producer.* If you are a dealer selling any kind, class, or grade of coal for which your maximum price has been established by an adjustment order issued under § 1340.259 (a) or a community pricing order under § 1340.260 of Revised Maximum Price Regulation No. 122, and for the reasons set forth in the accompanying opinion, Order No. G-24 is hereby redesignated Revised Order No. G-24 under Revised Maximum Price Regulation No. 122 and, as amended to date, is hereby made to read as follows:

(c) *Limitations.* This order permits you to add to your specific maximum prices the amount shown in Appendix A only as to coal actually purchased by you from one or more of the high-cost mines listed in Appendix A, and does not permit you to add such increase to your specific maximum prices for such coal when purchased from any other supplier or when purchased prior to December 3, 1943.

(d) *Appendix A.* The following mines have been designated high-cost mines and authorized to increase their f. o. b. mine prices per ton of coal, in the amounts and as of the effective dates set forth below:

I. MINES IN DISTRICT 17

Operator	Sub-district	Index No.	Size groups	Amount	Effective date
				Cents	
(1) The Colorado Fuel and Iron Corporation:					
Crested Butte	11	25	All	20	4-13-44
Rockvale #3	2	68	All	20	4-13-44
Frederick	8	32	All	42	12-30-43
Morley	8	52	All	45	12-30-43
(2) Crested Butte Coal Company: Buckley #2	11	16	13 thru 16	30	4-10-44
			17 and 19	20	4-10-44
(3) Moffat Coal Company: Moffat Nos. 1 and 2	4	51	1 thru 9	10	4- 1-44
			10 thru 18	20	4- 1-44
(4) The Victor American Fuel Company: Pinnacle	4	62	All	40	1-24-44
Wadge	5	82	All	10	1-24-44
(5) Butte Valley Coal Company: Butte Valley	1	17	1 thru 12	10	4-10-44
			14 thru 16	30	4-10-44
			17	25	4-10-44
			19	10	4-10-44
(6) American Smelting and Refining Company: Bon Carbo.	8	14	#1—8" lump	50	3-24-44
			#2—6" lump	40	3-24-44
			#3—3" lump	40	3-24-44
			#4—8 x 3 grate	40	3-24-44
			#14—1 x 0 slack	10	3-24-44
			#15—¾ x 0 screenings	15	3-24-44
			#16—⅜ x 0 screenings	15	3-24-44
			#17—Mine run	40	3-24-44
			#19—8 x 0 Mod. mine run	40	3-24-44
(7) Ramsey Coal Company: Ramsey No. 1	5	210	All	20	4-20-44
Ramsy No. 2	5	24	All	20	4-20-44
(8) Garfield Coal Company: Garfield	13	33	All	30	5- 9-44
(9) Colony Coal Company: Mt. Streeter (Red Wing Coal)	5	362	All	20	7- 8-44
(10) Dome stic CoalCompany: Streeter	5	75	All	20	7-8-44

II. MINES IN DISTRICT 10

				Cents	
(1) Colony Coal Company: Peacock	2	18	1 and 2	15	6-14-44
			3 thru 6	25	6-14-44
			7	5	6-14-44
			8 and 9	25	6-14-44
			12	15	6-14-44
			15 and 16	25	6-14-44
(2) Lion Coal Corporation: Star	2	24	All	30	1-24-44
(3) Rock Springs Fuel Company: Kleeh Fyre No. 1	2	18	1 thru 17	35	4- 5-44
(4) Gunn Quealy Coal Company: Sweetwater No. 2	2	29	Size 15	15	3-29-44

III. MINES IN DISTRICT 20

Operator	Sub-district	Index No.	Size groups	Amount	Effective date
				Cents	
(1) Hi-Heat Coal Company: Rains #2	1	17	1 thru 9	40	4- 5-44
			10 thru 18	80	4- 5-44
(2) Hudson Coal Company: Sweet	1	23	1 thru 6	25	4-20-44
			7 thru 15	50	4-20-44
(3) Royal Coal Company: Royal	1	19	10 thru 15	20	3-24-44
(4) Spring Canyon Coal Company: Spring Canyon	1	20	10 thru 15	20	6-14-44
(5) Standard Coal, Inc.: Standard	1	21	All	20	12-15-43
(6) Western Coal Mining Company: Western	1	11	1 thru 9	20	4- 1-44
			10 thru 12	50	4- 1-44
			13	75	4- 1-44
			14 and 15	50	4- 1-44

This Appendix A has been now brought up to date by incorporating therein the changes required by Order No. 815 under Maximum Price Regulation No. 120, issued by the Washington Office of the Office of Price Administration on June 13, 1944, and all similar orders issued prior thereto. This Appendix A will be kept current by amendments issued from time to time to cover additional orders, if any, under Maximum Price Regulation No. 120 issued by the Washington Office of the Office of Price Administration.

(e) *Licensing.* The provisions of Licensing Order No. 1, licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation or order. A seller's license may be suspended for violation of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

(f) *Right to revoke or amend.* This order may be revoked, modified, or amended by the Administrator or the Regional Administrator at any time.

(g) *Effective date.* This Revised Order No. G–24 shall become effective on July 5, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 5th day of July 1944.

RICHARD Y. BATTERTON,
Regional Administrator.

[F. R. Doc. 44–10225; Filed, July 11, 1944; 5:13 p. m.]

[Portland Order G–3 Under 18 (c)]

FIREWOOD IN STEVENSON, WASH., AND CASCADE LOCKS, OREG.

Order No. G–3 under § 1499.18 (c), as amended, of the General Maximum Price Regulation. Adjusted maximum prices for firewood in the Stevenson, Washington and Cascade Locks, Oregon, area.

For the reasons set forth in the opinion issued simultaneously herewith and under the authority vested in the District Director of the Office of Price Administration by § 1499.18 (c), of the General Maximum Price Regulation, and by General Order No. 32, *It is hereby ordered:*

(a) The maximum prices as established by section 2 and 3 of the General Maximum Price Regulation or by any order issued pursuant to such regulation, or by any supplementary regulation thereto, for the sale and delivery of the types of firewood specified below in the Stevenson and Cascade Locks areas, are hereby adjusted so that the maximum prices therefor shall be:

Type of firewood:	*Maximum price per cord delivered to premises of buyer*
16" old growth fir	$11.00
4' old growth fir	9.75
16" second growth fir	10.25
4' second growth fir	9.00

(b) *Definitions.* (1) "Stevenson, Washington area" as herein used means the cities Stevenson and North Bonneville, Washington and the area within a 3 mile radius of their respective city limits.

(2) "Cascade Locks, Oregon area" as herein used means the cities of Cascade Locks and Bonneville, Oregon and the area within a 3 mile radius of their respective city limits.

(c) Each seller shall keep this order together with his base period price list in his place of business and make it available for inspection by any person during business hours.

(d) No seller shall evade any of the provisions of this order by changing his customary allowances, discounts, or other price differentials unless such change results in a lower price.

(e) Every seller affected by this order shall remain subject to all other provisions of the General Maximum Price Regulation.

(f) *Invoice and records.* Every person making a sale of firewood for which a maximum price is set by this order shall give the purchaser or his agent at the time of sale an invoice or other memorandum of sale, which shall show:

(1) The date of sale.

(2) The name and address of the buyer and seller.

(3) The quantity of firewood sold.

(4) Description of firewood sold, in the same manner as it is described in this order. (This shall include the kind of wood, i. e., hard, soft, or mixed, and length of pieces of wood.)

(5) Place of sale. (If the price is dependent on place of delivery, then the place of delivery shall be stated.)

(6) The total price of the wood.

On the invoice or memorandum, a separate statement shall be made of any discounts and of each service rendered such as delivery, carrying and stacking, and the charge made for each such service. The seller shall keep an exact copy of such invoice or memorandum for a period of two years and such copy shall be made available for inspection by the Office of Price Administration.

(g) This order may be revoked, amended, or corrected at any time.

This order shall become effective July 3, 1944.

NOTE: The record keeping provision of this order has been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(Pub Law 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 3d day of July 1944.

MCDONNELL BROWN,
District Director.

[F. R. Doc. 44–10226; Filed, July 11, 1944; 5:13 p. m.]

[Portland Order G–4 Under 18 (c)]

FIREWOOD IN JOHN DAY-CANYON CITY, OREG., AREA

Order No. G–4 under § 1499.18 (c), as amended, of the General Maximum Price Regulation. Adjusted maximum prices for certain firewood in the John Day-Canyon City, Oregon area.

For the reasons set forth in the opinion issued simultaneously herewith, and under the authority vested in the District Director of the Office of Price Administration by § 1499.18 (c), as amended, of the General Maximum Price Regulation; *It is hereby ordered:*

(a) The maximum prices as established by sections 2 and 3 of the General Maximum Price Regulation or by any previous order issued pursuant to such regulation, or to any supplementary regulation thereto, for the sale and delivery of the types of firewood specified below in the John Day-Canyon City area, are hereby adjusted so that the maximum prices therefor shall be:

Type of firewood	Maximum prices delivered to premises of buyer in the John Day-Canyon City Area	
	16"	4 ft.
Seasoned pine forest wood	$11.00	$9.50
Dead pine forest wood	10.00	8.50

(b) *Definitions.* (1) The John Day-Canyon City areas as herein used means that portion of Grant County, Oregon, which is within a fifteen mile radius of the city limits of the cities of John Day and Canyon City.

(c) No seller shall evade any of the provisions of this Order No. G–4 by changing the customary allowances, discounts, or other price differentials unless such change results in a lower price.

(d) *Invoices and records.* Every person making a sale of firewood for which a maximum price is set by this order shall give the purchaser or his agent at the time of the sale an invoice or other memorandum of sale, which shall show:

(1) The date of sale.

(2) The name and address of the buyer and seller.

(3) The quantity of firewood sold.

(4) Description of firewood sold, in the same manner as it is described in this order. (This shall include the kind of wood, i. e. hard, soft, or mixed, and length of pieces of wood.)

(5) Place of sale. (If the price is dependent on place of delivery, then the place of delivery shall be stated.)

(6) The total price of the wood, on the invoice or memorandum, a separate statement shall be made of any discounts and of each service rendered such as delivery, carrying, and stacking, and the charge made for each such service.

The seller shall keep an exact copy of such invoice or memorandum of sale for a period of two years and such copy shall be available for inspection by the Office of Price Administration by any person who is entitled to inspect the records of the seller.

(e) This order may be revoked, amended, or corrected at any time.

This order shall become effective July 3, 1944.

NOTE: The record-keeping provisions of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E. O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 3d day of July 1944.

MCDONNELL BROWN,
District Director.

[F. R. Doc. 44–10227; Filed, July 11, 1944; 5:14 p. m.]

[Region VIII Order G–5 Under RMPR 122]

SLACK SIZE COAL IN ELKO, NEV.

Order No. G–5 under Revised Maximum Price Regulation No. 122. Solid fuel sold and delivered by dealers. Adjusted maximum prices for sales of slack size coal by dealers located at Elko, Nevada.

For the reasons set forth in an opinion issued simultaneously herewith and under authority vested in the Regional Administrator of the Office of Price Administration by § 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, *It is hereby ordered:*

(a) The adjusted maximum prices at which dealers located at Elko, Nevada, may sell and deliver slack size coal are as follows:

	Per ton
For deliveries to the premises of the consumers direct from the car	$9.35
For deliveries to the premises of the consumers from the dealers' yards	9.60

(b) The adjusted maximum prices herein established are subject to the particular dealers customary discounts, allowances, and other differentials.

(c) This order may be revoked, amended, or corrected at any time.

This order shall become effective five days after date of issuance.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E. O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 1st day of July 1944.

L. F. GENTNER,
Regional Administrator.

[F. R. Doc. 44–10196; Filed, July 11, 1944; 12:23 p. m.]

[Region III Order G–1 Under General Order 50]

MALT BEVERAGES IN CLEVELAND REGION

Order No. G–1 under General Order No. 50. Maximum prices for malt beverages in Region III.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by General Order No. 50 issued by the Administrator of the Office of Price Administration, it is hereby ordered:

SECTION 1. *Purpose of this order.* It is the purpose of this order to establish specific maximum prices for malt beverages, as defined in this order, either in containers or on draught when sold or offered for sale at retail by any eating or drinking establishment, for "consumption on the premises".

SEC. 2. *Geographical applicability.* The provisions of this order extend to all eating and drinking establishments located in Region III of the Office of Price Administration, except those specifically exempted by Section 5. Region III of the Office of Price Administration includes all of the territory located within the outermost geographical boundaries of the States of Ohio, Michigan, West Virginia, Kentucky and Indiana (except the County of Lake).

SEC. 3. *Ceiling prices.* (a) On and after August 21, 1944, if you operate an eating or drinking establishment covered by this order, you shall not sell or offer for sale any beverage subject to this order at prices higher than the applicable ceiling prices listed in Appendix A for the zone in which your establishment is located. You may, of course, charge lower prices at any time.

(b) (1) If you sell any beverage subject to this order which is not specifically listed in one of the Tables for your zone in Appendix A hereof, and if you believe the maximum price specified in Table III—"Maximum Prices Per Bottle for the Respective Container Sizes for all Brands of Malt Beverages not listed in Table I and II"—is not appropriate for such beverage, you may apply to the Regional Office, Office of Price Administration, Region III, Cleveland, Ohio, requesting that such beverage be specifically listed in one of the Tables for your zone in Appendix A hereof, With or without such application, Appendix A may be amended by the Regional Administrator at any time.

(2) The following sales of malt beverages shall be exempt from this order, but shall remain subject to any applicable Maximum Price Regulation:

(i) Malt beverages in container sizes not listed in Appendix A.

(ii) Malt beverages sold for consumption off the premises.

(c) You may not add any taxes to the ceiling prices set forth in Appendix A hereof except those specifically provided therein as all other taxes were taken into consideration in establishing the ceiling prices for each group and zone as set forth in Appendix A.

(d) You may not add any sum as a bottle deposit to the maximum prices established in Appendix A for the group and zone in which you belong.

SEC. 4. *Zones and sellers' groups.*—(a) This order divides the territory to which it applies into zones. It also divides eating and drinking establishments into three groups. Different ceiling prices are established for each zone and each group located therein as set forth in Appendix A.

(b) *In what zone an establishment belongs.* The applicable zone for your establishment is that zone in which such establishment is geographically located.

(c) *In what group an establishment belongs.* (1) An establishment, except a new seller (see paragraph (f) of this section) belongs in Group 1B if:

(i) During the base period of April 4–10, 1943, the establishment sold in 12 oz. containers one or more brands of malt beverages covered by Table III as set forth for the applicable zone in Appendix A of this order; and

(ii) Such establishment's legal ceiling prices, exclusive of Federal Excise Taxes effective November 1, 1942 and thereafter, for the greatest number of such Table III brands sold in 12 oz. containers were the same as, or greater than, the applicable zone prices set forth for Table III brands sold in 12 oz. containers for Group 1B sellers.

(2) An establishment, except a new seller, (see paragraph (f) of this section) belong in Group 2B if:

(i) During the base period of April 4–10, 1943, the establishment sold in 12 oz. containers, one or more brands of malt beverages covered by Table III as set forth for the applicable zone in Appendix A of this order; and

(ii) Such establishment's legal ceiling prices, exclusive of Federal Excise Taxes effective November 1, 1942 and thereafter, for the greatest number of such Table III brands sold in 12 oz. containers were the same as or greater than, the applicable zone prices as set forth for Table III brands sold in 12 oz. containers for Group 2B sellers, but less than those prices set forth for Group 1B sellers.

(3) If during the base period of April 4–10, 1943, an establishment, except a new seller (see paragraph (f) of this section) did not sell any brands of beer in 12 oz. containers covered by Table III in the applicable zone but did sell one or more of the brands of beer in 12 oz. con-

tainers listed for the applicable zone in Table II of Appendix A, then the establishment shall determine its group by following the same method set out in Paragraph (1) and (2) above, but substituting the words "Table II" for "Table III" wherever said reference appears.

(4) An establishment belongs in Group 3B unless and until it is classified as a Group 1B or 2B establishment in the manner hereinafter provided.

(d) *Procedure to obtain classification as a Group 1B or Group 2B seller.* (1) Each separate establishment, even those under the same ownership, or management, must be separately and individually classified into its proper group. (For example, a coffee shop, dining room, special room, and a snack bar all in a hotel owned and operated by the same person, are considered separate establishments and must separately determine their proper group.)

(2) To obtain a classification in Group 1B or Group 2B, an establishment shall file in duplicate, Form No. GO–50 III–G1–1 containing all the information required therein. If such establishment has, prior to the issuance of this order, filed prices for malt beverages with its local War Price and Rationing Board as required by General Order No. 50, such forms shall then be filed with the said Local War Price and Rationing Board. Otherwise, said Form GO–50 III–G1–1 shall be filed with the appropriate District Office of the Office of Price Administration.

(3) Form GO–50 III–G1–1 may be considered filed only:

(i) When such report properly executed and in duplicate is received by the appropriate War Price and Rationing Board or appropriate District Office as the case may be; or

(ii) When such report properly executed and in duplicate is mailed by registered mail, addressed to the appropriate War Price and Rationing Board or the appropriate District Office as the case may be.

(4) Twenty days after the filing of Form GO–50 III–G1–1 if you have not received specific denial of the requested classification as a Group 1B or Group 2B seller, you may, until notified to the contrary, use the prices applicable to the group classification which you have requested.

(e) *Determination by War Price and Rationing Board and District Offices of the proper group for an establishment.* (1) If an establishment has, prior to the issuance of this order, filed prices for malt beverages with its War Price and Rationing Board, in accordance with General Order No. 50, and those prices show that the establishment is entitled to use Group 1B or Group 2B prices under this order, the War Price and Rationing Board upon receipt of Form GO–50 III–G1–1 filed pursuant to subsection (d) of this section 4, shall, subject to the limitation in section 4 (e) (2) herein, notify the establishment that it may use either Group 1B or Group 2B prices, as the case may be, and forward to such establishment a placard showing the Group to which the establishment belongs. This authorization shall be subject to further action on the part of the District Director, as hereinafter provided.

(2) If an establishment has filed prices with the War Price and Rationing Board, as required by General Order No. 50, showing the ceiling prices for malt beverages and those prices are lower than the prices which would entitle the establishment to use the prices requested in Form GO 50–III–G1–1, the War Price and Rationing Board shall forward such form filed by such establishment to the District Director.

(3) Upon the filing with the District Director of Form GO 50–III–G1–1, by any establishment subject to this order, under the provisions of subsection (d) (2), or upon the forwarding of such form by any War Price and Rationing Board to said District Director under paragraph (e) (2) hereof, said District Director shall determine the proper classification of such establishment and shall notify said establishment accordingly. Such classification shall be made by the District Director on the basis of the legal ceiling prices of such establishment for the malt beverages covered by this order in accordance with the provisions of section 4 (a) (b) (c) and (d). Such legal ceiling prices shall be determined upon the basis of prices filed, if any, under General Order No. 50, the information contained on Form GO 50–III–G1–1, and/or any other evidence pertinent thereto.

(4) Any establishment may be reclassified at any time by the District Director in accordance with the standards for classification herein set forth.

(f) *New sellers.* (1) A "new seller" for the purpose of this order means any eating or drinking establishment which sells any of the malt beverages covered by this order and which did not have legal ceiling prices for such malt beverages established for the period April 4–10, 1943.

(2) All new sellers are automatically in Group 3B. Any new seller may, either before or after commencing the sale of malt beverages, file an application with the appropriate District Office requesting that his establishment be classified into the same group in which the nearest similar eating or drinking establishment is classified. Until so classified such new seller must retain the classification of a Group 3B seller, and must observe the ceiling prices as provided for that Group and Zone in Appendix A hereof, and abide by all of the requirements of this order applicable to such Group 3B sellers. All such applications for classification must contain the following information:

(i) Name and address of the establishment and of its owner or owners.

(ii) A description of the establishment showing its type (such as night club, hotel, restaurant, tavern) and the date of its first sale of malt beverages covered by this order.

(iii) The legal ceiling prices by brand name and container size of all beverages sold since it opened for business.

(iv) The names of the three nearest eating and drinking establishments of the same type, and their group number as determined under this order.

(v) A copy of any report filed with the appropriate War Price and Rationing Board for malt beverages, as required under General Order No. 50.

(vi) Any other information pertinent to such application, or which may be requested by the appropriate District Director.

(3) Upon a determination of classification by the District Director under this section such District Director shall immediately notify the applicant of such classification or denial thereof and shall furnish applicant with a placard indicating its proper group classification which shall be posted in the manner hereinafter required.

SEC. 5. *Exempt sales.* The following sales of malt beverages are exempt from the operation of this order. However, unless they are otherwise exempt from price control, they shall remain subject to the appropriate maximum price regulations.

(a) Sales by persons on board common carriers, including railroad dining cars, club cars, bar cars, and buffet cars, or sales otherwise governed by Restaurant Maximum Price Regulation 1 (Dining Car Regulation).

(b) Sales to patients by public and private hospitals.

(c) Sales by eating cooperatives formed by members of the Armed Forces (as, for example, officers' mess) operating as a non-profit cooperative (where no part of the net earnings inures to the benefit of any individual), and substantially all sales of which are made to members of the Armed Forces who are members of the cooperatives.

(d) Sales by the War Department or the Department of the Navy of the United States through such Departments' sales stores, including commissaries, ships' stores ashore, and by stores operated as army canteens, post exchanges or ships' activities.

(e) Sales by "hotel room service," *Provided*, That the hotel prior to the effective date of this order customarily made "hotel room service" sales at legal ceiling prices different than those charged by other eating or drinking establishments operated in the hotel, and *Provided further*, That the hotel shall within sixty (60) days after the effective date of this order notify its War Price and Rationing Board that it claims this exemption and the basis upon which such claim is made.

"Hotel room service" means the sale of malt beverages by a hotel to a person where the delivery of the malt beverages is made to the guest room of a person registered as a bona fide guest at the hotel.

(f) Sales at a function of any fraternal, religious, or charitable organization; provided such sales meet all of the following requirements:

(1) The function does not occur more than twice a year, and

(2) The function does not continue more than three days at a time, and

(3) None of the proceeds accrue to the benefit of any private individual or any corporation organized for profit, and all of the proceeds are used for fraternal, religious or charitable purposes, and

(4) The sales of malt beverages are not made by a concessionaire.

(g) Sales by bona fide private clubs insofar as such clubs sell only to members or bona fide guests of members. Whenever such clubs sell to persons other than members or bona fide guests of members, such clubs shall be considered for all sales as eating or drinking establishments and subject to this order. No club shall be considered to be exempt as a private club, within the meaning of this subparagraph, unless its members pay dues (more than merely nominal in amount), are elected to membership by a governing board, membership committee or other body, and unless it is otherwise operated as a private club.

No club organized after the effective date of this order shall be exempt unless and until it has filed a request for exemption with the appropriate District Office, furnishing such information as may be required, and has received a communication from such office authorizing exemption as a private club. The District Director is hereby authorized to approve or disapprove such applications, subject to the provisions of the preceding paragraph.

SEC. 6. *Evasion.* If you are an operator of an eating or drinking establishment you must not evade the ceiling prices established by this order by any type of scheme or device; among other things (this is not an attempt to list all evasive practices) you must not:

(a) Institute or increase any cover, minimum, bread and butter, service, corkage, entertainment, checkroom, parking or other special charges which you did not legally have in effect on the effective date of this order.

(b) Require as a condition of sales of a beverage the purchase of other items or meals, except, that during the hours 11:30 a. m. to 1:30 p. m. and the hours 6:00 p. m. to 8:00 p. m., any eating or drinking establishment which derives not less than 70% of its gross revenue for the sale of prepared food items (not including beverage items) sold for consumption on the premises may refuse to sell malt beverages for consumption on the premises during those hours to persons who do not also purchase food items.

SEC. 7. *Records and menus.* If you are an operator of an eating or drinking establishment subject to this order you must observe the requirements of General Order No. 50, as well as any applicable Restaurant Maximum Price Regulations, with reference to the filing and keeping of menus and the preservation and keeping of customary and future records. Among other provisions of General Order No. 50 are the following:

(a) Preserve all existing records relating to prices, cost and sales of food items, meals and beverages;

(b) Continue to prepare and maintain such records as have been ordinarily kept;

(c) Keep for examination by the Office of Price Administration two copies of each menu used by the establishment each day, or a daily record in duplicate of the prices charged for food items, beverages and meals, except that prices need not be recorded which are the same as or less than prices previously recorded for the same items, beverages, or meals. If the establishment has customarily used menus, it must continue to do so.

SEC. 8. *Posting of prices.* If you are an operator of an eating or drinking establishment you must post and keep posted, the ceiling prices of the beverages subject to this order sold by your establishment, either by:

(a) Supplying the customers menus or bills of fare showing the beverages subject to this Order which are sold by the establishment; and showing the brand name, quantity and ceiling price of each kind and type of bottled malt beverage, and the quantity and ceiling price of all malt beverages sold on draught, or

(b) Posting a sign giving the same information as required on menus or bills of fare by paragraph (a) above. Such a sign must be posted in the establishment at a place where it can be easily read by the customers.

(c) No establishment which fails to comply with the posting provisions of this section 8 may sell any malt beverages covered by this Order at higher than the prices prescribed for Group 3B during the time such establishment is not in compliance with section 8.

SEC. 9. *Posting of group number.* If you operate an eating or drinking establishment selling at retail beverages subject to this order you must post, and keep posted, in the premises a card clearly visible to purchasers showing the group number of your establishment as classified under this order. You must post either the card which, upon request, your War Price and Rationing Board will furnish you for this purpose, or a reasonably accurate facsimile thereof. If at any time you fail to have the card posted in your establishment as required by this section 9, you may not during that time sell any malt beverage covered by this order at prices higher than those provided for Group 3B sellers. Group 3B sellers must obtain from their War Price and Rationing Boards, Group 3B placards and must post such placards as required by this section. On and after August 21, 1944, failure to post a proper placard shall constitute a violation of this order.

SEC. 10. *Receipts and sales slips.* Regardless of whether receipts have customarily been used, upon request by any customer at the time of payment, a receipt containing a full description of the malt beverage sold and the price of same must be given to the customer.

If you have customarily used receipts or sales slips you may not now discontinue the practice.

SEC. 11. *Operation of several establishments.* If you own or operate more than one establishment selling malt beverages subject to this order you must do everything required by this order for each establishment separately.

SEC. 12. *Transfers of business or stock in trade.* If the business assets, or stock in trade of any establishment are hereafter sold or otherwise transferred, or have been sold or transferred subsequent to April 10, 1943 and the transferee carries on the business or continues to sell malt beverages covered by this order in the same location, the maximum prices of the transferee shall be the same as those to which its transferor would have been subject if no such transfer had taken place, and its obligations to keep records sufficient to verify such prices shall be the same. The transferor shall either preserve and make available or turn over to the transferee all records of transactions prior to the transfer which are necessary to enable the transferee to comply with the record-keeping provisions of this order. If there is a lapse of business operations in connection with such transfer for a period of thirty days, selling prices therefor shall be determined as provided in section 4 for a new seller.

SEC. 13. *Changes in location.* If any establishment subsequent to April 10, 1943, and either before or after the issuance of this order, is moved to a new location, the establishment shall be considered a new seller under this order and shall determine its prices under the provisions of section 4, paragraph (f).

SEC. 14. *Enforcement.* If you violate any provision of this order you are subject to the criminal penalties, civil enforcement actions, suits for treble damages, and proceedings for suspensions of licenses, provided for by the Emergency Price Control Act of 1942, as amended.

SEC. 15. *Licensing.* The provisions of Licensing Order No. 1, licensing all persons who make sales under price control, are applicable to all sellers subject to this order. If you are a seller subject to this order your license may be suspended for violation of the license or of the order. If your license is suspended you may not, during the period of suspension, make any sale for which your license is suspended.

SEC. 16. *Relation to other regulations.* On and after August 21, 1944, this order supersedes the provisions of Maximum Price Regulation No. 259 and any other regulation or order issued by the Office of Price Administration, but only insofar as such regulations or orders are applicable to sales at retail by eating or drinking establishments of beverages subject to this order for consumption on the premises.

SEC. 17. *Authority of District Directors.* Each District Director is hereby delegated the authority to classify eating and drinking establishments into the proper group classifications as provided in this order and to do and perform all other functions, duties and obligations required of such District Director by the terms of the order.

SEC. 18. *Review of classifications.* Any operator of an eating or drinking establishment subject to this order may, upon denial in whole or in part, by any District Director, of its application for a higher classification, request a review by the Regional Administrator within

sixty (60) days of the date on which such denial by District Director is mailed to

SEC. 22. *Effective date.* This order shall become effective on the twenty-fourth

ZONE 1

List of prices

(Other quantities shall be priced proportionately to the nearest cent.

To the prices listed in the above tables may be added: ¢ for Federal Malt Liquor Tax on all containers of 8 oz. or more, Federal Cabaret Excise Tax if appliedable to

TABLE I.—*Maximum prices per bottle for the respective container sizes for the respective brands of malt beverages listed in this table*

(These brands and prices shall not be used for purposes of classification.)

sixty (60) days of the date on which such denial by District Director is mailed to him.

SEC. 19. *Definitions.* (a) "Malt beverage" is any malt or cereal malt beverage produced either within or without the Continental United States, and including without limitations, those beverages commonly called beer, lager beer, ale, porter, stout, near beer and combinations thereof.

(b) "Beer" unless the context requires otherwise means "malt beverage."

(c) "On draught" means dispensed by a seller at retail from any container of ⅛ barrel or larger size.

(d) "Eating or drinking establishment" shall include any place, establishment or location, whether temporary or permanent, in which any prepared food item or meal, or any beverage is sold for "consumption on the premises." Sales of malt beverages by grocery stores, ice houses, and eating or drinking establishments for consumption off the premises shall not be subject to this order but shall remain subject to any applicable maximum price regulation or order, issued or to be issued.

(e) "Consumption on the premises" as applied to sales of malt beverages means any sale of malt beverage "on draught," or any sale of bottled malt beverage when the container is opened by the seller, or opened on or about the seller's premises.

(f) "Appropriate War Price and Rationing Board" or "its War Price and Rationing Board" means the War Price and Rationing Board of the Office of Price Administration having jurisdiction over the locality in which the establishment is situated.

(g) "Appropriate District Office" means the District Office of the Office of Price Administration having jurisdiction over the locality in which the establishment is situated.

(h) "District Director" means the District Director of the appropriate District Office.

(i) "Legal ceiling price" as used herein means the maximum prices of malt beverages calculated under the provisions of Maximum Price Regulation No. 259.

(j) "Other definitions." Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942, as amended, and in § 1499.20 of the General Maximum Price Regulation, as amended, shall apply to the other terms used herein.

SEC. 20. *Petitions for amendment.* Any person dissatisfied with any of the provisions of this order may request the Office of Price Administration to amend the order. Such petition for amendment shall be filed in accordance with the provisions of Revised Procedural Regulation No. 1, except that the petition for amendment shall be directed to, filed with, and acted upon, by the Regional Administrator, Region III, Office of Price Administration, Union Commerce Building, Cleveland, Ohio.

SEC. 21. *Revocation and amendment.* This order may be revoked, amended or corrected at any time.

SEC. 22. *Effective date.* This order shall become effective on the twenty-fourth day of July, 1944, except that the maximum prices and posting requirements shall become effective on the twenty-first day of August, 1944.

NOTE: The reporting and record keeping requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(Pub. Laws 56 Stat. 23, 765; Pub. Laws 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681; General Order No. 50, 8 F.R. 4808) (57 Stat. 566, Pub. Laws 383)

Issued: July 5, 1944.

BIRKETT L. WILLIAMS,
Regional Administrator.

APPENDIX A—CEILING PRICES

ZONE 1

All of the counties in the State of Indiana, except Lake County.

TABLE I.—*Maximum prices for bottle for the respective container sizes for the respective brands of malt beverages listed in this table*

List of brands, None.
List of prices, None.

TABLE II.—*Maximum prices per bottle for the respective container sizes for all of the brands of malt beverages listed in this table*

List of brands

All Weiden
Ballantine Ale
Blatz
Budweiser
Brucks
Chevalier
Drewery's Ale
Edelweiss
Fortune
Four Crown
Kelley Ale
Kelley Beer
Kingsbury
Millers High Life
Monarch
National Premium
Old Brew
Pabst Blue Ribbon
Peter Hand
Ritz
Royal Amber
Schlitz
Schmidts 1st Premium
Silver Fox
Strohs

List of prices

Group 1B
12-oz. $0.24
32-oz. ..... .49

Group 2B
12-oz. $0.19
32-oz. ..... .39

Group 3B
12-oz. $0.14
32-oz. ..... .29

TABLE III.—*Maximum prices per bottle for the respective container sizes for all brands of malt beverages not listed in Tables I and II*

List of prices

Group 1B
12 oz. $0.19
32 oz. ..... .49

Group 2B
12 oz. $0.14
32 oz. ..... .29

Group 3B
12 oz. $0.09
32 oz. ..... .19

TABLE IV.—*Maximum prices for draught beer for the respective groups for the brands listed below in this table*

(These brands and prices shall not be used for purposes of classification.)

List of brands

All Weiden
Ballantine Ale
Blatz
Budweiser
Brucks
Chevalier
Drewery's Ale
Edelweiss
Fortune
Four Crown
Kelley Ale
Kelley Beer
Kingsbury
Millers High Life
Monarch
National Premium
Old Brew
Pabst Blue Ribbon
Peter Hand
Ritz
Royal Amber
Schlitz
Schmidts 1st Premium
Silver Fox
Strohs

ZONE 1

List of prices

	Group 1B 10 oz.	Group 2B 10 oz.	Group 3B 10 oz.
Listed brands	$0.09	$0.09	$0.09
Unlisted brands	.09	.09	.09

(Other quantities shall be priced proportionately to the nearest cent.)

To the prices listed in the above Tables may be added: 1¢ for Federal Malt Liquor Tax on all containers of 8 oz. or more, Federal Cabaret Tax if applicable to seller's business and if seller separately states and collects same.

ZONE 2

The following counties in the State of Kentucky: Boone, Kenton, Campbell, Grant, Pendleton, Bracken, Scott, Harrison, Robertson, Mason, Woodford, Fayette, Bourbon, Nicholas, Fleming, Lewis, Jessamine, Madison, Clark, Montgomery, Bath, Rowan, Carter, Greenup, Garrard, Lincoln, Rockcastle, Jackson, Estill, Powell, Menifee, Morgan, Elliott, Lawrence, Boyd, Pulaski, Laurel, Owsley, Lee, Wolf, Magoffin, Johnson, Martin, McCreary, Whitley, Knox, Clay, Breathitt, Floyd, Pike, Bell, Leslie, Perry, Knott, Harlan, Letcher,

TABLE I.—*Maximum prices per bottle for the respective container sizes for the respective brands of malt beverages listed in this table*

(These brands and prices shall not be used for purposes of classification.)

List of brands, none.
List of prices, none.

TABLE II.—*Maximum prices per bottle for the respective container sizes for all of the brands of malt beverages listed in this table*

List of brands

Ballantine
Budweiser
Carlings Red Cap Ale
Millers High Life
Pabst Blue Ribbon
Schlitz
Wiedmans Royal Amber

List of prices

	Group 1B		Group 2B		Group 3B	
	8 oz.	10 oz.	8 oz.	10 oz.	8 oz.	10 oz.
Listed brands	$0.14	----	$0.10	----	$0.09	----
Unlisted brands	----	$0.14	----	$0.10	----	$0.09

(Other quantities shall be priced proportionately to the nearest cent.)

To the prices listed in the above tables may be added: 1¢ for Federal Malt Liquor Tax on all containers of 8 oz. or more, Federal Cabaret Excise Tax if applicable to seller's business and if seller separately states and collects same, and Local or State Sales Tax if applicable and if separately stated and collected.

ZONE 3

The following counties in the State of Kentucky: Adair, Allen, Anderson, Ballard, Barren, Boyle, Breckinridge, Bullitt, Butler, Caldwell, Calloway, Carlisle, Carroll, Casey, Christian, Clinton, Crittenden, Cumberland, Daviess, Edmonson, Franklin, Fulton, Gallatin, Graves, Grayson, Green, Hancock, Hardin, Hart, Henderson, Henry, Hickman, Hopkins, Jefferson, Larue, Livingston, Logan, Lyon, McCracken, McLean, Marion, Marshall, Meade, Mercer, Metcalfe, Monroe, Muhlenberg, Nelson, Ohio, Oldham, Owen, Russell, Shelby, Simpson, Spencer, Taylor, Todd, Trigg, Trimble, Union, Warren, Washington, Wayne, Webster.

TABLE I.—*Maximum prices per bottle for the respective container sizes for the respective brands of malt beverages listed in this table*

List of brands, none.
List of prices, none.

TABLE II.—*Maximum prices per bottle for the respective container sizes for all of the brands of malt beverages listed in this table*

List of brands

Ballantine Ale
Barbarossa
Budweiser
Burger Brau
Heir Loom
Millers High Life
Pabst Blue Ribbon
Royal Amber
Schlitz

List of prices

Group 1B
12 oz. $0.24
32 oz. ..... .44

Group 2B
12 oz. $0.19
32 oz. ..... .39

Group 3B
12 oz. $0.15
32 oz. ..... .34

TABLE III.—*Maximum prices per bottle for the respective container sizes for all brands of malt beverages not listed in Tables I and II*

List of prices

Group 1B
12 oz. $0.19
32 oz. ..... .37

Group 2B
12 oz. $0.14
32 oz. ..... .32

Group 3B
12 oz. $0.10
32 oz. ..... .28

TABLE IV.—*Maximum prices for draught beer for the respective groups for the brands listed below in this table*

(These brands and prices shall not be used for purposes of classification.)

List of brands

Ballantine Ale
Barbarossa
Budweiser
Burger Brau
Heir Loom
Millers High Life
Pabst Blue Ribbon
Royal Amber
Schlitz

List of prices

	Group 1B 8 oz.	Group 2B 8 oz.	Group 3B 9 oz.
Listed brands	$0.15	$0.10	$0.10
Unlisted brands	.14	.09	.09

(Other quantities shall be priced proportionately to the nearest cent.)

To the prices listed in the above tables may be added: 1¢ for Federal Malt Liquor Tax on all containers of 8 oz. or more. Federal Cabaret Tax if applicable to seller's business and if seller separately states and collects same, and Local or State Sales Tax if applicable and if separately stated and collected.

ZONE 4

The following counties in the State of Michigan: Clinton, Eaton, Hillsdale, Ingham, Jackson, Lenawee, Livingston, Macomb, Monroe, Oakland, St. Clair, Washtenaw, Wayne.

TABLE I.—*Maximum prices per bottle for the respective container sizes for the respective brands of malt beverages listed in this table*

(These brands and prices shall not be used for purposes of classification.)

List of brands	List of prices					
	Group 1B		Group 2B		Group 3B	
	6 oz. to 7 oz.	11 oz. to 12 oz.	6 oz. to 7 oz.	11 oz. to 12 oz.	6 oz. to 7 oz.	11 oz. to 12 oz.
Bass Ale	$0.35	$0.59	$0.35	$0.59	$0.35	$0.59
Black Horse Ale	----	.29	----	.29	----	.29
Carta Blanca (Mexican)	----	.39	----	.39	----	.39
Dorans Beer or Ale	----	.29	----	.29	----	.29
Guiness Stout	.35	.59	.35	.59	.35	.59
La Batts Ale	----	.29	----	.29	----	.29
Robb Roy Ale	----	.29	----	.29	----	.29
Walkerville Beer	----	.29	----	.29	----	.29

TABLE II.—*Maximum prices per bottle for the respective container sizes for all of the brands of malt beverages listed in this table.*

List of brands

Ballantines XXX Ale
Ballantines India Pale Ale
Blatz
Budweiser
Carlings Red Cap Ale
Cincinnati Burger Brau
Drewery Ale—*8 oz. only*
Drewery Beer—*8 oz. only*
Genesee Beer
Genesee Ale
Goebels Bantam—*7 oz. only*
Millers High Life
National Premium
Pabst Blue Ribbon
Schlitz
Van Merritt

List of prices

Group 1B

7 oz.	8 oz.	12 oz.	32 oz.
$0.10	$0.09	$0.24	$0.44

Group 2B

7 oz.	8 oz.	12 oz.	32 oz.
$0.10	$0.09	$0.19	$0.39

Group 3B

7 oz.	8 oz.	12 oz.	32 oz.
$0.10	$0.09	$0.16	$0.34

TABLE III.—*Maximum prices per bottle for the respective container sizes for all brands of malt beverages not listed in Tables I and II.*

List of prices

Group 1B
12 oz. $0.19
32 oz. ..... .39

Group 2B
12 oz. $0.14
32 oz. ..... .34

Group 3B
12 oz. $0.11
32 oz. ..... .29

TABLE IV.—*Maximum prices for draught beer for the respective groups for the brands listed below in this table.*

(These brands and prices shall not be used for purposes of classification.)

List of brands

Blatz
Budweiser
Michelob
Millers High Life
Pabst Blue Ribbon
Schlitz

List of prices

	Group 1B		Group 2B		Group 3B	
	8 oz.	10oz.	8 oz.	10oz.	8 oz.	10oz.
Listed brands	$0.14	----	$0.10	----	$0.09	----
Unlisted brands	----	$0.14	----	$0.10	----	$0.09

(Other quantities shall be priced proportionately to the nearest cent.)

To the prices listed in the above tables may be added: 1¢ for Federal Malt Liquor Tax on all containers of 8 oz. or more, Federal Cabaret Tax if applicable to seller's business and if seller separately states and collects same, and Local or State Sales Tax if applicable and if separately stated and collected.

ZONE 5

The following counties in the State of Michigan: Allegan, Antrim, Barry, Benzie, Berrien, Branch, Calhoun, Cass, Charlevoix, Emmet, Grand Traverse, Ionia, Kalamazoo, Kalkaska, Kent, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Muskegon, Newaygo, Oceana, Osceola, Ottawa, St. Joseph, Van Buren, Wexford.

TABLE I.—*Maximum prices per bottle for the respective container sizes for the respective brands of malt beverages listed in this table*

(These brands and prices shall not be used for purposes of classification.)

List of brands

Group 1B
11 oz. to 12 oz. Imported Canadian Brands $0.29

List of prices

Group 2B
11 oz. to 12 oz. $0.24

Group 3B
11 oz. to 12 oz. $0.21

TABLE II.—*Maximum prices per bottle for the respective container sizes for all of the brands of malt beverages listed in this table*

List of brands

Ballantine Ale
Braumeister Pilsener
Blatz
Budweiser
Carlings Red Cap Ale
Genesee Ale
Kingsbury
Millers High Life
National Premium
Pabst Blue Ribbon
Schlitz
Van Merritt

List of prices

Group 1B
12 oz. $0.24
32 oz. ..... .44

Group 2B
12 oz. $0.19
32 oz. ..... .39

Group 3B
12 oz. $0.16
32 oz. ..... .34

TABLE III.—*Maximum prices per bottle for the respective container sizes for all brands of malt beverages not listed in Tables I and II.*

List of prices

Group 1B
12 oz. $0.19
32 oz. ..... .39

Group 2B
12 oz. $0.14
32 oz. ..... .34

Group 3B
12 oz. $0.11
32 oz. ..... .29

TABLE IV.—*Maximum prices for draught beer for the respective groups for the brands listed below in this table.*

(These brands and prices shall not be used for purposes of classification.)

List of brands

Ballantine Ale
Braumeister Pilsener
Blatz
Budweiser
Carlings Red Cap
Genesee Ale
Kingsbury
Michelob
Millers High Life
National Premium
Pabst Blue Ribbon
Schlitz
Strohs
Van Merritt

List of prices

	Group 1B		Group 2B		Group 3B	
	8 oz.	10 oz.	8 oz.	10 oz.	8 oz.	10 oz.
Listed brands	$0.14	----	$0.10	----	$0.09	----
Unlisted brands	----	$0.14	----	$0.10	----	$0.09

(Other quantities shall be priced proportionately to the nearest cent.)

To the prices listed in the above tables may be added: 1¢ for Federal Malt Liquor Tax on all Containers of 8 oz. or more. Federal Cabaret Tax if applicable to seller's business and if seller separately states and collects same, and Local or State Sales Tax if applicable and if separately stated and collected.

ZONE 6

The following counties in the State of Michigan: Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon, Schoolcraft.

TABLE I.—*Maximum prices per bottle for the respective container sizes for the respective brands of malt beverages listed in this table*

List of brands, None.
List of prices, None.

TABLE II.—*Maximum prices per bottle for the respective container sizes for all the brands of malt beverages listed in this table*

List of brands

Berghoff
Blatz
Braumeister
Budweiser
Carlings Red Cap
Kingsbury
Millers High Life
North Star
Old Heidelberg Pilsener
Pabst Blue Ribbon
Rhinelander
Royal Bohemian
Schlitz
Trophy Pilsener

List of prices

Group 1B
12 oz. $0.24

Group 2B
12 oz. $0.19

Group 3B
12 oz. $0.16

TABLE III.—*Maximum prices per bottle for the respective container sizes for all brands of malt beverages not listed in Tables I and II.*

List of prices

Group 1B
12 oz. $0.19

Group 2B
12 oz. $0.14

Group 3B
12 oz. $0.11

TABLE IV.—*Maximum prices for draught beer for the respective groups for the brands listed in this table*

(These brands and prices shall not be used for purposes of classification.)

List of brands

Berghoff
Blatz
Braumeister
Budweiser
Carlings Red Cap
Kingsbury
Millers High Life
North Star
Old Heidelberg Pilsener
Pabst Blue Ribbon
Rhinelander
Royal Bohemian
Schlitz
Trophy Pilsener

List of prices

	Group 1B		Group 2 B		Group 3B	
	8 oz.	10oz.	8 oz.	10oz.	8 oz.	10oz.
Listed Brands	$0.10	----	$0.10	----	$0.10	----
Unlisted Brands	----	$0.10	----	$0.10	----	$0.10

(Other quantities shall be priced proportionately to the nearest cent.)

To the prices listed in the above tables may be added: 1¢ for Federal Malt Liquor Tax on all Containers of 8 oz. or more, Federal Cabaret Tax if applicable to seller's business and if seller separately states and collects same, and local or States Sales Tax if applicable and if separately stated and collected.

ZONE 7

The following counties in the State of Michigan: Alcona, Alpena, Arenac, Bay, Cheboygan, Clare, Crawford, Genesee, Gladwin, Gratiot, Huron, Iosco, Isabella, Lapeer, Midland, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, Saginaw, Sanilac, Shiawassee, Tuscola.

TABLE I.—*Maximum prices per bottle for the respective container sizes for the respective brands of malt beverages listed in this table*

List of brands, none.
List of prices, none.

TABLE II.—*Maximum prices per bottle for the respective container sizes for all of the brands of malt beverages listed in this table*

List of brands

Ballantine
Blatz
Budweiser
Carlings Red Cap Ale
Pabst Blue Ribbon
Schlitz

List of prices

Group 1B
12 oz. $0.24
32 oz. ..... .44

Group 2B
12 oz. $0.19
32 oz. ..... .39

Group 3B
12 oz. $0.16
32 oz. ..... .34

TABLE III.—*Maximum prices fper bottle or the respective container sizes for all brands of malt beverages not listed in Tables I and II*

List of prices

Group 1B
12 oz. $0.19
32 oz. ..... .39

Group 2B
12 oz. $0.14
32 oz. ..... .34

Group 3B
12 oz. $0.11
32 oz. ..... .29

TABLE IV.—*Maximum prices for draught beer for the respective groups for the brands listed below in this table*

(These brands and prices shall not be used for purposes of classification.)

List of brands

Ballantine
Blatz
Budweiser
Carlings Red Cap Ale
Pabst Blue Ribbon
Schlitz

List of prices

	Group 1B	Group 2B	Group 3B
	8 oz.	8 oz.	10 oz.
Listed Brands	$0.10	$0.10	$0.10
Unlisted Brands	.10	.10	.10

(Other quantities shall be priced proportionately to the nearest cent.)

To the prices listed in the above tables may be added: 1¢ for Federal Malt Liquor Tax on all Containers of 8 oz. or more, Federal Cabaret Tax if applicable to seller's business and if seller separately states and collects same, and Local or State Sales Tax if applicable and if separately stated and collected.

ZONE 8

The following counties in the State of Ohio: Darke, Preble, Butler, Hamilton, Clermont, Warren, Montgomery, Miami, Clark, Greene, Clinton, Brown, Adams, Highland, Scioto, Lawrence.

TABLE I.—*Maximum prices per bottle for the respective container sizes for the respective brands of malt beverages listed in this table*

List of brands, none.
List of prices, none.

TABLE II.—*Maximum prices per bottle for the respective container sizes for all of the brands of malt beverages listed in this table*

List of brands

Ballantine Ale
Barbarossa
Blatz
Brucks Pale Ale
Budweiser
Burger Brau
Carlings Red Cap Ale
Cincinnati Lowenbrau
Goebels
Heirloom Gold Label
Millers High Life
Old Hickory Ale
Pabst Blue Ribbon
Prior
Red Lion
Red Top Ale
Schlitz
Schotts Ale
Strohs
Top Hat
Wiedemans Royal Amber

List of prices

Group 1B
12 oz. $0.25

Group 2B
12 oz. $0.20

Group 3B
12 oz. $0.16

TABLE III.—*Maximum prices per bottle for the respective container sizes for all brands of malt beverages not listed in tables I and II*

List of prices

Group 1B
12 oz. $0.20

Group 2B
12 oz. $0.15

Group 3B
12 oz. $0.12

TABLE IV.—*Maximum prices for draught beer for the respective groups for the brands listed below in this table*

(These brands and prices shall not be used for purposes of classification.)

List of brands

Ballantine Ale
Barbarossa
Blatz
Brucks Pale Ale
Budweiser
Burger Brau
Carlings Red Cap Ale
Cincinnati Lowenbrau
Goebels
Heirloom Gold Label
Millers High Life
Michelob
Old Hickory Ale
Pabst Blue Ribbon
Prior
Red Lion
Red Top Ale
Schlitz
Schotts
Strohs
Top Hat,
Wiedemans Royal Amber

List of prices

	Group 1B		Group 2B		Group 3B	
	8 oz.	10 oz.	8 oz.	10 oz.	8 oz.	10 oz.
Listed Brands	$0.15	----	$0.10	----	$0.10	----
Unlisted brands	----	$0.15	----	$0.10	----	$0.10

(Other quantities may be priced proportionately to the nearest cent.)

To the prices listed in the above tables may be added: 1¢ for Federal Malt Liquor Tax on all containers of 8 oz. or more, Federal Cabaret Tax if applicable to seller's business and if seller separately states and collects same, and local or State Sales Tax if applicable and if separately stated and collected.

ZONE 9

The following counties in the State of Ohio: Ashland, Ashtabula, Carroll, Columbiana, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, Mahoning, Medina, Portage, Richland, Stark, Summit, Trumbull, Tuscarawas, Wayne.

TABLE I.—*Maximum prices per bottle for the respective container sizes for the respective brands of malt beverages listed in this table*

List of brands, none.
List of prices, none.

TABLE II.—*Maximum prices per bottle for the respective container sizes for all of the brands of malt beverages listed in this table*

List of brands

Ballantine XXX Ale
Ballantine Porter Ale
Blatz
Budweiser
Burger Brau
Carlings Red Cap Ale
Genesee Ale
Kingsbury
Leisy's Dortmunder
Millers High Life
National Premium
Pabst Blue Ribbon
Rolling Rock
Schlitz
Souvenir Premium
Strohs

List of prices

Group 1B
12 oz. $0.25

Group 2B
12 oz. $0.20

Group 3B
12 oz. $0.15

TABLE III.—*Maximum prices per bottle for the respective container sizes for all brands of malt beverages not listed in Tables I and II*

List of prices

Group 1B
12 oz. $0.20

Group 2B
12 oz. $0.15

Group 3B
12 oz. $0.12

TABLE IV.—*Maximum prices for draught beer for the respective groups for the brands listed below in this table*

(These brands and prices shall not be used for purposes of classification.)

List of brands

Blatz
Budweiser
Burger Brau
Carlings Red Cap Ale
Genesee Ale
Millers High Life
Pabst Blue Ribbon
Schlitz
Strohs

List of prices

	Group 1B		Group 2B		Group 3B	
	8 oz.	10 oz.	8 oz.	10 oz.	8 oz.	10 oz.
Listed brands	$0.15	----	$0.10	----	$0.10	----
Unlisted brands	----	$0.15	----	$0.10	----	$0.10

(Other quantities may be priced proportionately to the nearest cent.)

To the prices listed in the above tables may be added: 1¢ for Federal Malt Liquor Tax on all containers of 8 oz. or more, Federal Cabaret Tax if applicable to seller's business and if seller separately states and collects same, and Local or State Sales Tax if applicable and if separately stated and collected.

ZONE 10

The following counties in the State of Ohio: Shelby, Logan, Champaign, Marion, Union, Madison, Fayette, Pike, Ross, Pickaway, Franklin, Delaware, Morrow, Knox, Licking, Fairfield, Hocking, Vinton, Jackson, Gallia, Meigs, Athens, Perry, Morgan, Muskingum, Coshocton, Holmes, Guernsey, Washington, Noble, Monroe, Belmont, Harrison, Jefferson.

TABLE I.—*Maximum prices per bottle for the respective container sizes for the respective brands of malt beverages listed in this table*

(These brands and prices shall not be used for purposes of classification.)

List of brands	List of prices		
	Group 1B 12 oz.	Group 2B 12 oz.	Group 3B 12 oz.
Ballantine India Pale Ale	$0.30	$0.25	$0.20
National Premium Pale Dry Beer	.30	.25	.20

TABLE II.—*Maximum prices per bottle for the respective container sizes for all of the brands of malt beverages listed in this table*

List of brands

Ballantine XXX Ale
Barbarossa
Blatz
Budweiser
Carlings Red Cap Ale
Cincinnati Burger Brau
Foxhead
Kingsbury Pale
Millers High Life
Pabst Blue Ribbon
Red Top Ale
Rolling Rock Extra Pale
Premium
Schlitz
Wiedemann Royal Amber

List of prices

Group 1B
12 oz. $0.25

Group 2B
12 oz. $0.20

Group 3B
12 oz. $0.16

TABLE III.—*Maximum prices per bottle for the respective container sizes for all brands of malt beverages not listed in Tables I and II*

List of prices

Group 1B
12 oz. $0.20

Group 2B
12 oz. $0.15

Group 3B
12 oz. $0.11

TABLE IV.—*Maximum prices for draught beer for the respective groups for the brands listed below in this table*

(These brands and prices shall not be used for purposes of classification.)

List of brands

Ballantine
Barbarossa
Blatz
Budweiser
Carlings Red Cap Ale
Cincinnati Burger Brau
Foxhead
Kingsbury Pale
Millers High Life
National Premium Pale Dry
Pabst Blue Ribbon
Red Top Ale
Rolling Rock Extra Pale
Premium
Schlitz
Wiedemann Royal Amber

List of prices

	Group 1B		Group 2B		Group 3B	
	8 oz.	10 oz.	8 oz.	10 oz.	8 oz.	10 oz.
Listed Brands	$0.14	----	$0.10	----	$0.09	----
Unlisted Brands	----	.09	----	.09	----	.09

(Other quantities may be priced proportionately to the nearest cent.)

To the prices listed in the above tables may be added: 1¢ for Federal Malt Liquor Tax on all containers of 8 oz. or more, Federal Cabaret Tax if applicable to seller's business and if seller separately states and collects same, and Local or State Sales Tax if applicable and if separately stated and collected.

ZONE 12

All of the counties of the State of West Virginia.

TABLE I.—*Maximum prices per bottle for the respective container sizes for the respective brands of malt beverages listed in this table.*

List of brands, none.
List of prices, none.

TABLE II.—*Maximum prices per bottle for the respective container sizes for all of the brands of malt beverages listed in this table.*

List of brands

Ballantine Ale
Barbarossa
Blatz Pilsener
Budweiser
Burger Brau
Canadian Ace
Genesee Trim
Heirloom Gold Medal
Krueger (except "Finest")
Millers High Life
National Premium
Old Shay Deluxe
Pabst Blue Ribbon
Red Tap Ale
Royal Amber
Schlitz
Silver Fox Deluxe

List of prices

Group 1B
12 oz. $0.24
32 oz. ..... .49

Group 2B
12 oz. $0.19
32 oz. ..... .44

Group 3B
12 oz. $0.15
32 oz. ..... .39

TABLE III.—*Maximum prices per bottle for the respective container sizes for all brands of malt beverages not listed in Tables I and II*

List of prices

Group 1B
12 oz. $0.19
32 oz. ..... .39

Group 2B
12 oz. $0.14
32 oz. ..... .34

Group 3B
12 oz. $0.11
32 oz. ..... .29

TABLE IV.—*Maximum prices for draught beer for the respective groups for the brands listed below in this table*

(These brands and prices shall not be used for purposes of classification.)

List of brands

Michelob.

List of prices

	Group 1B		Group 2B		Group 3B	
	8 oz.	10 oz.	8 oz.	10 oz.	8 oz.	10 oz.
Listed Brands	$0.16	----	$0.12	----	$0.12	----
Unlisted Brands	----	$0.15	----	$0.10	----	$0.10

(Other quantities may be priced proportionately to the nearest cent.)

To the prices listed in the above tables may be added: 1¢ for Federal Malt Liquor Tax on all Containers of 8 oz. or more, Federal Cabaret Tax if applicable to seller's business and if seller separately states and collects same, and Local or State Sales Tax if applicable and if separately stated and collected.

APPENDIX B—FORM FOR APPLICATION FOR GROUP CLASSIFICATION UNDER SECTION 4 OF ORDER G–1 UNDER GENERAL ORDER NO. 50

OPA Form G. O. 50–III G1–1 (6–44)

Form Approved Budget Bureau No. 08–R964
This form may be reproduced without change.

UNITED STATES OF AMERICA

OFFICE OF PRICE ADMINISTRATION

APPLICATION FOR PRICE CLASSIFICATION OF MALT BEVERAGES

Served at eating and drinking establishments

Read instructions on Reverse side of this form

Name of establishment

Address Number and Street

City, Postal Zone No., and State

Name of Owner

Corporation ☐ Partnership ☐ Sole Proprietorship ☐

1. Was this establishment in business prior to April 19, 1943?	Yes ☐	No ☐
A. If "No", when did this establishment open for business? Date		
B. If "Yes", did you file your menus showing prices of malt beverages with your local War Price and Rationing Board?	Yes ☐	No ☐
2. A. Do you operate on concession basis?	Yes ☐	No ☐
B. Do you employ venders for beer?	Yes ☐	No ☐
3. If establishment is located in a hotel give the minimum rate per day for a single room with bath	$	
4. Do you pay the Federal Excise Tax commonly called "Carabet Tax", on the malt beverages sold in this establishment?	Yes ☐	No ☐

5. *Insert your legal ceiling prices*

If you sold malt beverages during the period of April 4 to 10th, 1943, insert prices, exclusive of taxes, you charged for each brand (12 oz. bottles) during that period. If you were not selling malt beverages during the period of April 4 to 10th, 1943, insert your legal ceiling prices, exclusive of taxes, for brands you now sell.

TABLE II.—*Beers (See Appendix A)*

Brand	Price	Brand	Price

TABLE III.—*Beers (See Appendix A)*

Brand	Price	Brand	Price

6. Into what group (1B, 2B or 3B) do you believe these prices place your establishment?	1B	
	2B	
	3B	

Give names and addresses of the nearest establishments of the same type. (Examples: Other sellers who serve similar customers, in a comparable operation, and whose prices are approximately the same as prices in your establishment.)

Name	Address

Describe the kind of establishment you operate and the kind of service offered therein.
If additional space is needed, attach another sheet.
I certify that the information given above is true and complete.

(Signature of owner or person authorized to act for owner)

(Date)

A FALSE CERTIFICATION IS A CRIMINAL OFFENSE

INSTRUCTIONS

1. Do not file this report unless you are eligible to use Group 1B or Group 2B prices.
2. File TWO copies with:
(A) Your War Price and Rationing Board if you answer Question No. 1 (B) "Yes."
(B) Your District Office of the Office of Price Administration if you answer Question No. 1 (B) "No."
3. File a separate report for each establishment. Example 1: Three restaurants under the same ownership located in different buildings. File separate report on this form for each restaurant. Example 2: Main dining room, coffee shop, and bar under same ownership located in one building. File separate report on this form for each.
4. Answer all questions in the report. You may submit any additional information which you think will assist the Office of Price Administration in passing on your report.
5. "Name of establishment" means the name by which the eating or drinking establishment or particular room is known. Example: Doe's Cafe, The Blue Room, Roe's Stand No. 1, etc.
6. "Name of owner" means the official name of the corporation, partnership or sole proprietor which owns the establishment. Examples: "Doe, Incorporated", "Smith and Jones", "Richard Roe."
7. In answering Question No. 5 refer to the Appendix and examine the list of brands appearing in Tables I and II for the zone in which your establishment is located. List the Table II brands which you sold during the base period under Question No. 5 "Table II Brands" on the report. If, during the base period, you sold one or more brands of beer which are not listed in Tables I and II, such brands are covered by Table III. List all such Table III brands under Question No. 5, "Table III Brands" on the report. Opposite each brand which you have listed on the report place your base period (April 4–10, 1943) legal ceiling price for 12 oz. bottles, as calculated under Maximum Price Regulation 259 and exclusive of Federal Excise Taxes effective on and after November 1, 1942.
From such prices select the price for the greatest number of Table III Brands which you sold. Your Group number will be determined from this base period legal ceiling price. If this price is the same as, or more than, the zone price established for Table III brands in 12 oz. bottles for Group 1B sellers, your establishment belongs in Group 1B; if such price is the same as, or more than, that established for Group 2B sellers in your zone, but less than that established for Group 1B sellers, your establishment belongs in Group 2B; in like manner, if such price is less than the zone price established for Table III brands in 12 oz. bottles for Group 2B sellers your establishment belongs in Group 3B.
If you did not sell any brands of beer covered by Table III, but did sell some listed in Table II for your zone, your qualifications will be determined for Group 1B or Group 2B by following the same procedure set forth in the foregoing pargaraph, substituting Table II for Table III wherever reference is made thereto.
8. Space is provided in the report for you to describe the kind of establishment you operate and the kind of service offered. In answering this question, indicate what designation best describes the particular establishment for which you are reporting. For example: Cafe, bar, grill, night club, etc. Also describe briefly its location and facilities. If it is one of several establishments which you operate in the same building as, for example, a hotel, indicate how many different eating or drinking establishments you operate in that one building, what kind of establishments they are, and file a separate report for each of the establishments, indicating for which one this report is filed. If you furnish any entertainment describe briefly its nature. If you operate several establishments at different locations, indicate this fact and file separate reports for each of the establishments.
9. If this report is signed by any person other than an officer of the corporation owning the establishment, or one of the partners if owned by a partnership, or the owner if a sole proprietorship, then the report must be accompanied by duly authenticated power of attorney authorizing the person signing the report to execute it on behalf of the owner.

[F. R. Doc. 44–10195; Filed, July 11, 1944; 12:23 p. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File Nos. 54–97, 59–73, 59–38]

UNITED PUBLIC UTILITIES CORP., ET AL.

NOTICE OF FILING AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 11th day of July A. D. 1944.

In the matters of United Public Utilities Corporation, applicant, File No. 54–97; United Public Utilities Corporation and its subsidiary companies, respondents, File No. 59–73; United Public Utilities Corporation and its subsidiary companies, respondents, File No. 59–38.

Notice of filing and order for hearing on a plan filed pursuant to section 11 (e) of the Public Utility Holding Company Act of 1935; notice of and order for hearing pursuant to sections 11 (b) (2), 15 (f) and 20 (a) of the act, notice of and order reconvening hearings under section 11 (b) (1) of the act, and order consolidating proceedings.

I. Notice is hereby given that United Public Utilities Corporation (UPU), a registered holding company, has filed an application pursuant to section 11 (e) of the Public Utility Holding Company Act of 1935 for approval of a plan for the purpose of enabling the company and its subsidiaries to comply with the provisions of section 11 (b) (2) of the act. All interested persons are referred to said plan, which is on file at the office of this Commission for a statement of transactions therein proposed, which are summarized as follows:

1. UPU proposes to simplify the corporate structure of its holding company system and to redistribute the voting rights of its stockholders by reclassifying its outstanding preferred and common stocks into a single class of common stock with a par value of $5 per share (hereinafter referred to as New Stock). The plan states that there will be no modification of the outstanding bonds inasmuch as it is contemplated that all of the bonds will ultimately be retired out of the proceeds of the collateral securing the bonds, or partly by such means, and partly by refinancing.

2. It is proposed to change the authorized capital stock of UPU to 500,000 shares of New Stock and to issue 350,918 shares of New Stock in exchange for the presently outstanding preferred and common stocks on the following basis:

	Percent
2.4 Shares for one share of $3 preferred, or a total of 190,658.4 shares	97.89
2.2 Shares for one share of $2.75 preferred, or a total of 152,853.8 shares	
1 Share for 50 shares of common, or a total of 7,406 shares	2.11
Total	100.00

3. The balance of New Stock amounting to 149,082 shares will be reserved for issue (a) in conversion of bonds to the extent shares are required for such purpose under the Supplemental Trust Indenture, dated January 1, 1935, governing such conversion or (b) by the Board of Directors as to shares not required for such conversion.

The capital of UPU will be stated at $1,754,590, which is the aggregate par value of the aforesaid 350,918 shares of New Stock. The difference, namely $6,061,710, between the present aggregate capital ($7,816,300) applicable to preferred and common stocks outstanding and the capital ($1,754,590) applicable to New Stock, will be transferred to paid-in surplus. The book values of investments in subsidiaries of UPU will be restated at a reduced amount which will be equal to the underlying book values of the investments as shown by the books of the subsidiaries and a reserve of $1,000,000 against such investments will be provided for contingencies. Reductions in net book values of investments will aggregate $2,392,369 and will be charged first, against earned surplus available at the effective date of the plan (after provision for certain reserves totalling $564,755) and, secondly, against the paid-in surplus created by the restatement of capital. The balance of such paid-in surplus will be available for charges for any liquidating dividends paid in cash or in kind to effectuate the provisions of section 11 (b) (1) of the act. Liquidating dividends may include the distribution of securities or cash proceeds from the sale of Fort Smith Gas Company, Southern Gas Producing Company, Dakota Public Service Company and Knife River Coal Mining Company, or any successor corporations.

5. Distribution of the New Stock under the Plan will be made over a period of two years from the effective date of the plan, upon surrender of UPU's outstanding preferred and common stock certificates. As soon thereafter as is feasible all shares of New Stock then represented by unexchanged preferred and common stock certificates are to be sold in the open market and the proceeds, together with any dividends theretofore paid thereon (less expenses), will be held for the benefit of the holders of unexchanged certificates for an additional three years. After the fifth year from the effective date of the plan any balance of such proceeds then held against unexchanged certificates is to revert, and belong to UPU.

6. No fractional shares will be issued but, in lieu thereof, a stockholder may elect, in the alternative, within two years from the effective date of the plan, to receive scrip, or direct that fractional shares, to which he is entitled, shall be sold in the open market, whereupon such fractional shares will be sold whenever a sufficient number of requests has been received to permit an economical sale of a number of whole shares at one time and the net proceeds from the sale of such lots, together with any dividends theretofore paid on such shares, shall be distributed pro rata to the stockholders whose fractional shares were so sold. Scrip certificates will be in bearer form, non-dividend bearing, non-voting and, in equivalent amounts, will be exchangeable for full shares at any time within two years from the effective date of the plan. Thereafter such right of exchange is to terminate and all rights of holders of scrip are to become null and void and all shares of New Stock and any dividends paid thereon then being held against outstanding scrip will forthwith revert, and belong, to UPU.

7. UPU requests, if the Commission approves the proposed Plan, that the Commission apply to a Federal Court pursuant to the provisions of sections 11 (e) and 18 (f) of the act to enforce and carry out the terms and provisions of the plan.

II. The Commission having examined the corporate structure of UPU and its subsidiary companies, the relationships among the companies in said holding company system, the character of the interests thereof and the properties owned or controlled thereby, and having examined the files and records of the Commission relating thereto, and said examination having disclosed data establishing or tending to establish the following:

1. UPU is a registered holding company, organized under the laws of New Jersey, with offices located in Flemington, New Jersey, and Chicago, Illinois.

2. UPU is the only holding company in the system and presently owns all the outstanding capital stocks (except 140 shares of the outstanding capital stock of Peoples Service Company) and all debt securities of fifteen subsidiaries. The names of all companies included in UPU's holding company system, together with the states in which such companies operate and are incorporated and the businesses in which such companies are engaged are as follows:

Name of company	State in which companies operate	Kind of business
United Public Utilities Corporation	New Jersey	Holding company.
The Bradford & Gettysburg Electric Light and Power Company.	Ohio	Electric utility.
The Brookville and Lewisburg Lighting Company.	Ohio	Electric utility.
The Buckeye Light & Power Company	Ohio	Electric utility.
The Eaton Lighting Company	Ohio	Electric utility.
The Greenville Electric Light and Power Company.	Ohio	Electric utility.
The New Edison Lighting Company	Ohio	Electric utility.
Western Ohio Public Service Company	Ohio	Gas utility.
Citizens Heat Light and Power Company.	Indiana	Electric utility and water business.
Indiana-Ohio Public Service Company [1]	Indiana, Ohio	Gas utility.
Lynn Natural Gas Company	Indiana	Gas utility.
Peoples Service Company	Indiana	Gas utility.
Knife River Coal Mining Company [2]	North Dakota	Coal mining.
Dakota Public Service Company [3]	North and South Dakota	Electric utility and steam heating business.
Fort Smith Gas Company [3]	Arkansas	Gas utility.
Southern Gas Producing Company [1]	Arkansas	Natural gas production.

[1] Incorporated in Indiana.
[2] Incorporated in Minnesota.
[3] Incorporated in Delaware.

[All other companies are incorporated in states in which they operate.]

3. The presently outstanding securities of UPU were issued pursuant to a Reorganization Plan, dated January 1, 1935. Such securities (except minor amounts still issuable under that Plan) were outstanding as of April 29, 1944, in the following amounts:

Collateral Trust Bonds:	Amount
6% Series A	$2,904,700
5½% Series B	3,262,150
Total	6,166,850

Cumulative Convertible Preferred Stks.: [1]	Number of shares
$3 Div. Series [2]	79,441
$2.75 Div. Series [2]	69,479
Common Stock:	
Class A par value $1 per share	148,920
Class B par value $1 per share	221,380

[1] At December 31, 1943, arrears on $3 Dividend Series were $14.25 per share and on $2.75 Series were $13.06 per share; aggregate dividends in arrears were $2,039,603.
[2] Preferred in liquidation to $50 per share plus dividends in arrears.

4. The normal voting rights are vested in the Class A common stock (one vote per share) except that the Class B common stock has the right to elect one director until such time as UPU has retired 50% of the aggregate amount of its collateral trust bonds and preferred stock originally issued under the Plan of Reorganization of 1935, in which event the Class B stock is also entitled to one vote per share. The preferred stock is entitled to one vote per share in the event dividends thereon are in default for eight quarterly periods. As a result of dividend arrears, the preferred stock now has 50% of the voting rights and the right to participate in the election of all directors except one who is elected by the Class B common stock.

III. The Commission being required by the provisions of section 11 (e) of the act, before approving any plan thereunder, to find, after notice and opportunity for hearing, that such plan, as submitted or as modified, is necessary to effectuate the provisions of subsection (b) of section 11 of the act, and is fair and equitable to the persons affected by such plan; and

It being the duty of the Commission, pursuant to section 11 (b) (2) of the act, to require by order, after notice and opportunity for hearing, that each registered holding company, and each subsidiary company thereof, shall take such steps as the Commission shall find necessary to ensure that the corporate structure or continued existence of any company in the holding company system does not unduly or unnecessarily complicate the corporate structure, or unfairly or inequitably distribute voting power among security holders of such holding company system; and

It tentatively appearing to the Commission that the corporate structure of UPU's holding company system is unduly and unnecessarily complicated and that voting power is unfairly and inequitably distributed among the security holders thereof; and

It further tentatively appearing to the Commission that the investment account of UPU and the property accounts of its subsidiaries may include intangibles, write-ups or other inflationary items and that other accounts may require readjustment; and

It further appearing that proceedings have heretofore been instituted pursu-

ant to section 11 (b) (1) of the act directed to UPU and its subsidiary companies (File No. 59–38) by Commission order, dated October 31, 1941 and that public hearings have been held in respect thereto and have been adjourned subject to call of the trial examiner; and

It further appearing to the Commission that it is appropriate that the hearings heretofore held pursuant to 11 (b) (1) of the act and adjourned as aforesaid be reconvened; and

It therefore appearing appropriate to the Commission that notice be given and a hearing held for the purpose of determining what action, if any, should be ordered under sections 11 (b) (1), 11 (b) (2), (15) (f) and 20 (e) of the act, and with respect to the proposed Plan filed under section 11 (c) of the act; and it further appearing that these matters involve common questions of law and fact and should be heard together;

It is hereby ordered, That proceedings under sections 11 (b) (2), 15 (f) and 20 (a) of the act be instituted and consolidated with the proceedings relating to the plan filed under section 11 (c) of the act and with the proceedings heretofore instituted under section 11 (b) (1) of the act and that a hearing on such matters under the applicable provisions of the act and the rules of the Commission thereunder be held on the 7th day of August 1944, at 10:00 a. m., e.w.t., at the offices of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia, Pennsylvania. On such day the hearing room clerk in Room 318 will advise as to the room in which such hearing will be held.

It is further ordered, That Henry C. Lank, or any other officer or officers of the Commission designated by it for that purpose, shall preside at the hearing above ordered. The officer so designated to preside at such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of the act and to a trial examiner under the Commission's rules of practice.

It is further ordered, Without limiting the scope of the issues presented by the pending application or by the proceedings hereby and heretofore instituted, that evidence having particular bearing on the following matters shall be adduced:

1. Whether the transactions involved in the proposed Plan filed pursuant to section 11 (c) of the act comply with all of the requirements of the applicable provisions of the act and the rules promulgated thereunder.

2. Whether such proposed Plan is necessary to effectuate the provisions of section 11 (b) of the act, whether such plan is fair and equitable to the persons affected thereby, and whether such plan should be approved.

3. Specifically whether the provisions of the proposed plan with respect to the disposition of New Stock or the avails thereof, representing unexchanged certificates are fair and equitable to the persons affected thereby.

4. Whether the allegations contained in Section II hereof are true and correct.

5. Whether the corporate structure of UPU unduly or unnecessarily complicates the structure of such holding company system or distributes voting power unfairly or inequitably among security holders thereof and, if so, whether the corporate structure of UPU should be revised.

6. Whether, and to what extent, the investment account of UPU or the property accounts of its subsidiaries, as stated on their respective books, include intangibles, write-ups or other inflationary items; whether the property accounts of any of UPU's subsidiaries include amounts for property which is not used or useful; whether the depreciation reserves of such subsidiaries and their annual provisions for maintenance and depreciation are adequate; and whether, and, if so, the extent to which, it is necessary or appropriate in the public interest or for the protection of investors or consumers to require, pursuant to sections 15 (f) and 20 (a) of the act and the rules and regulations thereunder, that UPU or any of its subsidiaries restate any of the aforesaid accounts.

7. What further orders, if any, should be entered pursuant to sections 11 (b) (1), 11 (b) (2), 15 (f) and 20 (a) of the act, to require UPU and its subsidiaries to take such steps as the Commission shall find necessary to comply with the provisions of said sections.

It is further ordered, That UPU and its subsidiaries file with the Secretary of the Commission, on or before the 27th day of July, 1944, answers to the allegations contained in paragraphs numbered 1 through 4, both inclusive, of section II herein, in the form prescribed by Rule U–25 of the rules and regulations under the act.

It is further ordered, That any person desiring to be heard or otherwise wishing to participate in the proceedings should notify the Commission in the manner provided by its rules of practice, Rule XVII, on or before July 27, 1944.

It is further ordered, That notice of said hearing be given to UPU and its various subsidiaries, to the Public Utility Commissons of the States of Ohio, Indiana and South Dakota, to the Department of Public Utilities of the State of Arkansas, to the Railroad and Warehouse Commission of the State of Minnesota, to the Board of Railroad Commissioners in the State of North Dakota by mailing a copy of this notice and order forthwith by registered mail; and that UPU shall mail to each of its stockholders of record, who may be affected by the plan, at his last known address, a copy of this notice and order on or before July 21, 1944; and that notice be given to all other persons by a general release of this Commission distributed to the press and mailed to the mailing list for releases under the act and by publication of this notice and order in the FEDERAL REGISTER.

It is further ordered, That jurisdiction be and hereby is reserved to separate, either for hearing, in whole or in part, or for disposition, in whole or in part, the proceedings instituted by this order under sections 11 (b) (1), 11 (b) (2), 15 (f) and 20 (a) of the act and the application for approval of said plan filed under section 11 (e) of the act.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44–10297; Filed, June 12, 1944; 2:33 p. m.]

[File Nos. 59–39, 54–50, 59–10, 54–82]

NORTH AMERICAN LIGHT & POWER CO.

NOTICE OF HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 10th day of July 1944.

In the matter of North American Light & Power Company Holding-Company System and The North American Company, File No. 59–39; North American Light & Power Company, File No. 54–50; The North American Company, et al., File No. 59–10; The North American Company, File No. 54–82.

The North American Company having filed an application in the above-styled and numbered proceedings for oral argument on the question whether and to what extent Illinois Power Company has rightful and proper claims against North American Light & Power Company and Illinois Traction Company for which appropriate provision should be made in connection with the liquidation of North American Light & Power Company; and

The parties having filed requested findings of fact, briefs and reply briefs with respect to the foregoing question; and

It appearing appropriate to the Commission that said application be granted;

It is ordered, That oral argument on the question whether and to what extent Illinois Power Company has rightful and proper claims against North American Light & Power Company and Illinois Traction Company for which appropriate provision should be made in connection with the liquidation of North American Light & Power Company shall be heard on July 27, 1944, at 10:00 a. m., e. w. t., at the offices of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia 3, Pennsylvania.

It is further ordered, That the Secretary of the Commission shall serve notice of the aforesaid oral argument by mailing a copy of this order to The North American Company, North American Light & Power Company, Illinois Traction Company, Illinois Power Company, and Lawrence R. Condon.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44–10296; Filed, July 12, 1944; 2:33 p. m.]

[File No. 1–42]

CUSHMAN'S SONS, INC.

ORDER GRANTING APPLICATION TO STRIKE FROM LISTING AND REGISTRATION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 11th day of July, A. D. 1944.

The New York Stock Exchange, pursuant to section 12 (d) of the Securities Exchange Act of 1934 and Rule X–12D2–1 (b) promulgated thereunder, having made application to strike from listing and registration the $8 Cumulative Preferred Stock, No Par Value, of Cushman's Sons, Inc.;

After appropriate notice, a hearing having been held in this matter; and

The Commission having considered said application together with the evidence introduced at said hearing, and having due regard for the public interest and the protection of investors;

It is ordered, That said application be and the same is hereby granted, effective at the close of the trading session on July 21, 1944.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44–10312; Filed, July 13, 1944; 10:15 a. m.]

[File No. 70–919]

SAVANNAH GAS COMPANY

NOTICE OF FILING AND NOTICE OF AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission held at its office in the City of Philadelphia, Pa., on the 12th day of July, A. D. 1944.

Notice is hereby given that a declaration or application (or both) has been filed with this Commission pursuant to the Public Utility Holding Company Act of 1935 by Savannah Gas Company, a gas utility company and a subsidiary company of American Gas and Power Company and Community Gas and Power Company, registered holding companies.

All interested persons are referred to said document which is on file in the office of the Commission for a statement of the transactions therein proposed, which are summarized as follows:

Savannah Gas Company proposes to reduce its outstanding capital stock from $1,400,000 to $672,000 by reducing the par value of each of the 56,000 shares outstanding (all owned by American Gas and Power Company and pledged as collateral under the debenture agreement of American Gas and Power Company as supplemented and amended) from $25 per share to $12 per share, and thereby to create capital surplus in the amount of $728,000. Savannah Gas Company then proposes to remove from its accounts the amount of $767,861.19, now included in Utility Plant in Service under the caption Utility Plant Adjustment, by charging $728,000 of such amount to the capital surplus created as above stated, and by charging the balance of $39,861.19 to the earned surplus of the company. Savannah Gas Company states that the Georgia Public Service Commission has jurisdiction over the proposed transactions and has approved them by order dated May 18, 1944.

It appearing to the Commission that it is appropriate in the public interest and in the interests of investors and consumers that a hearing be held with respect to said matters, and that said declaration and application shall not be permitted to become effective or granted except pursuant to further order of the Commission;

It is ordered, That a hearing on said matters under the applicable provisions of said act and the rules of this Commission thereunder be held on July 27, 1944, at 10:00 a. m., e. w. t., at the offices of this Commission, 18th and Locust Streets, Philadelphia, Pa. On such date the hearing room clerk in Room 318 will advise as to the room in which said hearing will be held. At such hearing, cause shall be shown why such declarations shall be permitted to become effective and such applications granted.

It is further ordered, That Robert P. Reeder or any other officer or officers of this Commission designated by it for that purpose shall preside at the hearings on such matters. The officer so designated to preside at such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of the act and to a trial examiner under the Commission's rules of practice.

It is further ordered, That without limiting the scope of the issues otherwise to be considered in the consolidated proceedings, particular attention will be directed at the hearings to the following matters and questions:

1. Whether the proposed transactions are in the public interest or in the interest of investors and consumers and whether in all respects the proposed transactions comply with all the applicable provisions and requirements of the Public Utility Holding Company Act of 1935 and the rules, regulations and orders promulgated thereunder.

2. Whether and to what extent it is necessary or appropriate in the public interest to impose terms or conditions in regard to the accounts or capital stock of Savannah Gas Company, or otherwise in regard to the proposed transactions.

It is further ordered, That notice of said hearing is hereby given to Savannah Gas Company, to American Gas and Power Company, to their security holders, and to all interested persons; said notice to be given to Savannah Gas Company and American Gas and Power Company by registered mail, and to all other persons by publication of this notice and order in the FEDERAL REGISTER and by a general release of this Commission distributed to the press and mailed to the mailing list for releases issued under the Public Utility Holding Company Act of 1935.

It is requested that any person desiring to be heard in these proceedings shall file with the Secretary of this Commission on or before July 24, 1944, an appropriate request or application to be heard, as provided by Rule XVII of the Commission's rules of practice.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44–10313; Filed, July 13, 1944; 10:15 a. m.]

[File No. 811–238]

WASATCH CORPORATION

NOTICE OF AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission held at its office in the City of Philadelphia, Pa., on the 12th day of July, A. D. 1944.

An application having been filed by Wasatch Corporation pursuant to section 8 (f) of the Investment Company Act of 1940 for an order declaring that the applicant has ceased to be an investment company within the meaning of said act;

It is ordered, Pursuant to section 40 (a) of said act, that a hearing on the aforesaid application be held on July 17, 1944 at 10:00 o'clock a. m., eastern war time, in Room 318, Securities and Exchange Commission Building, 18th and Locust Streets, Philadelphia, Pennsylvania;

It is further ordered, That Henry C. Lank, or any other officer or officers of the Commission designated by it for that purpose shall preside at the hearing on such matter. The officer so designated to preside at such hearing is hereby authorized to exercise all the powers granted to the Commission under sections 41 and 42 (b) of the Investment Company Act of 1940 and to trial examiners under the Commission's rules of practice.

Notice is hereby given to the applicant and to any other persons whose participation in such proceeding may be in the public interest or for the protection of investors.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44–10314; Filed, July 13, 1944; 10:15 a. m.]

[File No. 1–1056]

NEW YORK, ONTARIO AND WESTERN RAILWAY CO.

ORDER GRANTING APPLICATION TO STRIKE FROM LISTING AND REGISTRATION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 11th day of July, A. D. 1944.

The New York Stock Exchange, pursuant to section 12 (d) of the Securities Exchange Act of 1934 and Rule X–12D2–1 (b) promulgated thereunder, having made application to strike from listing and registration the Common Stock $100 Par Value, of the New York, Ontario and Western Railway Company;

After appropriate notice, a hearing having been held in this matter; and

The Commission having considered said application together with the evidence introduced at said hearing, and having due regard for the public interest and the protection of investors;

It is ordered, That said application be and the same is hereby granted, effec-

tive at the close of the trading session on July 21, 1944.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-10315; Filed, July 13, 1944; 10:15 a. m.]

WAR FOOD ADMINISTRATION.

Office of Distribution.

PHILADELPHIA, PENNSYLVANIA, MILK MARKETING AREA

EXTENSION OF TIME FOR FILING EXCEPTIONS TO DIRECTOR'S REPORT

Pursuant to the rules of practice and procedure governing proceedings to formulate marketing agreements and marketing orders (7 CFR, Cum. Supp., 900.1 et seq.), and upon the request of the Inter-State Milk Producers Cooperative, Inc., and the Philadelphia Milk Exchange, both of Philadelphia, Pennsylvania, notice is hereby given that the time for filing exceptions to the report of the Director of Distribution, War Food Administration, with respect to a marketing agreement and to an amended order regulating the handling of milk in the Philadelphia, Pensylvania, marketing area (9 F.R. 7284), to be made effective under the provisions of the Agricultural Marketing Agreement Act of 1937 (7 U.S.C. 1940 ed. 601 et seq.), is extended to and including the 18th day of July 1944.

Done at Washington, D. C., this 12th day of July 1944.

C. W. KITCHEN, *Acting Director of Distribution.*

[F. R. Doc. 44-10298; Filed, July 12, 1944; 3:17 p. m.]

WAR PRODUCTION BOARD.

HEDISON MANUFACTURING CO.

CONSENT ORDER

Harry D. Hedison, doing business as Hedison Manufacturing Company of Chestnut Street, Providence, Rhode Island, engaged in the manufacture of jewelry, is charged by the War Production Board with having purchased domestic silver in excess of the amount of its quota as established by Conservation Order M-199 between February 25, 1943 and December 31, 1943, such over-purchases aggregating approximately 16,000 ounces. Of such over-purchases, approximately 14,000 ounces in excess of Harry D. Hedison's quota was put into process. Harry D. Hedison admits the violations as charged, and does not desire to contest the wilfulness of the same and has consented to the issuance of this order.

Wherefore, upon the agreement and consent of Harry D. Hedison, doing business as Hedison Manufacturing Company, and the Regional Compliance Chief, and the Regional Attorney, and upon the approval of the Compliance Commissioner, *It is hereby ordered*, That:

(a) Harry D. Hedison, doing business as Hedison Manufacturing Company, or under any other name, his or its successors or assigns, shall not purchase or put into process prior to December 31, 1944, any silver as defined in Conservation Order M-199, except that which is being processed on toll agreement for others.

(b) Nothing contained in this order shall be deemed to relieve Harry D. Hedison, doing business as Hedison Manufacturing Company, or under any other name, from any restriction, prohibition, or provision contained in any other order or regulation of the War Production Board, except in so far as the same may be inconsistent with the provisions hereof.

(c) This order shall take effect on July 12, 1944, and shall expire on December 31, 1944.

Issued this 5th day of July 1944.

WAR PRODUCTION BOARD, By J. JOSEPH WHELAN, *Recording Secretary.*

[F. R. Doc. 44-10309; Filed, July 12, 1944; 5:01 p. m.]

FEDERAL REGISTER

VOLUME 9 NUMBER 141

Washington, Saturday, July 15, 1944

Regulations

TITLE 7—AGRICULTURE

Chapter X—War Food Administration (Production Orders)

[WFO 41, Amdt. 2]

PART 1206—FERTILIZER

CHEMICAL FERTILIZER IN PUERTO RICO

Paragraph (s), § 1206.501, of War Food Order No. 41 (formerly Food Production Order No. 10) (9 F.R. 1073, 4319, 5033) is hereby amended to read as follows:

(s) *Violations.* In accordance with the applicable procedure, any person who violates any provision of this order may be prohibited from receiving, making any deliveries of, or using fertilizer. In addition, any person who wilfully violates any provision of this order is guilty of a crime and may be prosecuted under any and all applicable laws. Further, civil action may be instituted to enforce any liability or duty created by, or to enjoin any violation of, any provision of this order.

(54 Stat. 676, 55 Stat. 236, 56 Stat. 176; E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 11th day of July 1944.

ASHLEY SELLERS, *Assistant War Food Administrator.*

[F. R. Doc. 44-10430; Filed, July 14, 1944; 11:17 a. m.]

Chapter XI—War Food Administration (Distribution Orders)

[WFO 69-2]

PART 1405—FRUITS AND VEGETABLES

GENERAL AUTHORIZATION WITH RESPECT TO FRUIT FOR ALCOHOLIC PURPOSES

Pursuant to the authority vested in me by War Food Order No. 69 (originally issued as Food Distribution Order No. 69, 8 F.R. 10477), as amended (9 F.R. 4321, 4319, 4528), and in order to effectuate the purposes of the aforesaid order, it is hereby ordered as follows:

§ 1405.44 *General authorization*—(a) *Definitions.* Each term defined in War Food Order No. 69, as amended, shall, when used herein, have the same meaning as set forth for such term in War Food Order No. 69, as amended.

(b) *Authorization.* The following fruit, in any area, may, subject to the additional limitations set forth in (c) hereof, be used in the production for sale of any product containing 7 percent, or more, of alcohol, by volume:

(1) Dates, pineapples, and gooseberries;

(2) Any apricots which fail to meet the specifications for the U. S. No. 2 grade, or better, as set forth in the U. S. Standards for Apricots issued on May 25, 1928, and reissued on March 30, 1942, by the United States Department of Agriculture;

(3) Any plums which fail to meet the specifications for the U. S. No. 2 grade, or better, as set forth in the U. S. Standards for Plums and Prunes (Fresh) issued on May 28, 1937, and reissued on January 18, 1943, by the United States Department of Agriculture;

(4) Any pears which fail to meet the specifications for the U. S. No. 2 grade, or better, as set forth either in the U. S. Standards for Summer and Fall Pears such as Bartlett, Hardy, and other similar varieties, issued on June 26, 1940, and reissued on September 3, 1942, by the United States Department of Agriculture, or in the U. S. Standards for Winter Pears such as Anjou, Bosc, Winter Nelis, Comice, and other similar varieties, issued on June 28, 1940, and reissued on May 20, 1942, by the United States Department of Agriculture;

(5) Any freestone peaches which fail to meet the specifications for the U. S. No. 2 grade, or better, as set forth in the U. S. Standards for Peaches issued on April 22, 1933, and reissued on June 22, 1943, by the United States Department of Agriculture;

(6) Any clingstone peaches which fail to meet the specifications for the U. S. No. 2 grade, or better, as set forth in the U. S. Standards for Peaches issued

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FEDERAL REGISTER

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NOTICE

The Cumulative Supplement to the Code of Federal Regulations, covering the period from June 2, 1938, through June 1, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at $3.00 per unit. The following are now available:

Book 1: Titles 1–3 (Presidential documents) with tables and index.
Book 2: Titles 4–9, with index.
Book 3: Titles 10–17, with index.
Book 4: Titles 18–25, with index.
Book 5, Part 1: Title 26, Parts 2–178.
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(7) Any clingstone peaches, without regard to grade, grown in California;

(8) Any early apples (grown outside of the State of California) which fail to meet the specifications for the U. S. Utility grade, or better, as set forth in the U. S. Standards for Apples issued on August 26, 1937, and reissued in October 1939, by the United States Department of Agriculture, but this general authorization to use said early apples in the production for sale of any product containing 7 percent, or more, of alcohol, by volume, is limited to the period beginning with the effective time of the provisions of this order and ending on August 31, 1944, inclusive; and

(9) Any Concord grapes by any winery, but the respective winery is limited to a quantity not in excess of 80 percent of the quantity of Concord grapes used by such winery for wine purposes during the 1942 season.

(c) *Additional limitations.* The apricots, plums, pears, or peaches which fail to meet the specifications for the U. S. No. 2 grades, or better, as set forth in (b) hereof, and the early apples which fail to meet the specifications for the U. S. Utility grade, or better, as set forth in (b) hereof, may be used in the production for sale of any product containing 7 percent, or more, of alcohol, by volume, only in the event such fruit, which fails to meet said grade specifications, has been culled from a larger lot or lots which were sorted for market in fresh form, or for processing, and the lot of fruit which has been culled, as aforesaid, fails to meet the grade specifications set forth in (b) hereof.

(d) *Effective date.* This order shall become effective at 12:01 a. m., e. w. t., July 15, 1944.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 69, 8 F.R. 10477; 9 F.R. 4321, 4319, 4528)

Issued this 13th day of July 1944.

LEE MARSHALL,
Director of Distribution.

[F. R. Doc. 44–10367; Filed, July 13, 1944; 2:04 p. m.]

[WFO 107]

PART 1405—FRUITS AND VEGETABLES

RED SOUR CHERRIES

The fulfillment of requirements for the defense of the United States will result in a shortage in the supply of red sour cherries for defense, for private account, and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§1405.46 *Purchase and processing of red sour cherries restricted.*—(a) *Definitions.* (1) "Red sour cherries" means red sour cherries, pitted or unpitted, produced in the State of New York during the year 1944.

(2) "Person" means any individual, partnership, association, business trust, corportion, or any organized group of persons, whether incorporated or not.

(3) "Director" means the Director of Distribution, War Food Administration.

(4) "Cold storage" mens space, either in or outside of the State of New York, equipped to be artificially cooled to a temperature of 10° F. or below, and in which food commodities are customarily stored (but not operated as a part of an established retail food business, hotel, or other establishment where persons are housed or fed, and not including a refrigerator storage compartment, usually called a locker, having a capacity of not more than 15 cubic feet).

(5) "Order Administrator" means the person designated by the Director to serve as Order Administrator pursuant to the provisions hereof.

(6) "Deputy Order Administrator" means the person designated by the Director to serve as Deputy Order Administrator pursuant to the provisions hereof.

(b) *Restrictions.* (1) The quantity of red sour cherries placed in cold storage by any person during the year 1944 shall not be in excess of 60 percent of the quantity of red sour cherries which the respective person placed in cold storage during the year 1942.

(2) The Director may authorize any person to place red sour cherries in cold storage in addition to the quantity which the respective person is permitted to place in cold storage pursuant to the provisions of (b) (1) hereof if (i) adequate canning facilities are not available for use by such person; (ii) no suitable market exists in the canning industry for such red sour cherries; or (iii) for any other reason the Director concludes that it is necessary to grant the aforesaid authorization in order to effectuate the purpose of this order.

(c) *Records and reports.* (1) Each person who placed red sour cherries in cold storage during the year 1942 shall, within 72 hours after the effective date hereof, report to the Deputy Order Administrator, Office of Distribution, War Food Administration, 110 Federal Building, Rochester, New York, the quantity of red sour cherries which the respective person placed in cold storage during the year 1942.

(2) The Director shall be entitled to obtain such information from, and require such reports and the keeping of such records by, any person, as may be necessary or appropriate, in the Director's discretion, to the enforcement or administration of the provisions of this order.

(3) Every person subject to this order shall, for at least two years (or for such period of time as the Director may designate), maintain an accurate record of his transactions in red sour cherries.

(d) *Audits and inspections.* The Director shall be entitled to make such audit or inspection of the books, records and other writings, premises or stocks of red sour cherries of any person, and to make such investigations, as may be necessary or appropriate, in the Director's discretion, to the enforcement or administration of the provisions of this order.

(e) *Contracts.* The restrictions of this order shall be observed without regard to contracts heretofore or hereafter entered into or any rights accrued or payments made thereunder.

(f) *Petitions for relief from hardship.* Any person affected by this order who considers that compliance herewith would work an exceptional or unreasonable hardship on him may file a petition for relief with the Order Administrator. Such petition shall be addressed to Order Administrator, War Food Order No. 107, Fruit and Vegetable Branch, Office of Distribution, War Food Administration, Washington 25, D. C. Petition for such relief shall be in writing and shall set forth all pertinent facts and the nature of the relief sought. The Order Administrator may take any action with reference to such petition which is consistent with the authority delegated to him by the Director. If the petitioner is dissatisfied with the action taken by the Order Administrator on the petition, he shall obtain, by requesting the Order Administrator therefor, a review of such action by the Director. The Director may, after said review, take such action as he deems appropriate, and such action shall be final. The provisions of this paragraph (f) shall not be construed to deprive the Director of authority to consider originally any petition for relief from hardship submitted in accordance herewith. The Director may consider any such petition and take such action with reference thereto that he deems appropriate, and such action shall be final.

(g) *Violations.* Any person who violates any provision of this order may, in accordance with the applicable procedure, be prohibited from receiving, making any deliveries of, or using the material subject to priority or allocation control pursuant to this order. In addition, any person who wilfully violates any provision of this order is guilty of a crime and may be prosecuted under any and all applicable laws. Further, civil ac-

tion may be instituted to enforce any liability or duty created by, or to enjoin any violation of, any provision of this order.

(h) *Delegation of authority.* The administration of this order and the powers vested in the War Food Administrator, insofar as such powers relate to the administration of this order, are hereby delegated to the Director. The Director is authorized to redelegate to any employee of the United States Department of Agriculture any or all of the authority vested in him by this order; and one such employee shall be designated by the Director to serve as Order Administrator, and one such employee shall be designated by the Director to serve as Deputy Order Administrator.

(i) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise provided herein or in instructions issued by the Director, be addressed to the Order Administrator, WFO 107, Fruit and Vegetable Branch, Office of Distribution, War Food Administration, Washington 25, D. C.

(j) *Effective date.* This order shall become effective at 12:01 a. m., e. w. t., July 14, 1944.

NOTE: All reporting and record-keeping requirements of this order have been approved by, and subsequent reporting and record-keeping requirements will be subject to the approval of, Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 12th day of July 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 44-10354; Filed, July 13, 1944; 12:01 p. m.]

TITLE 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. 4957]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

ATLANTIC CITY WHOLESALE DRUG COMPANY, ET AL.

§ 3.45 (e) *Discriminating in price—Indirect discrimination—Advertising allowances, credits or payments exceeding consideration's recognized value.* In connection with purchase, in commerce, of drugs, cosmetics and other merchandise by the respondents (i. e., respondent Atlantic City Wholesale Drug Co. and respondents individually and as president, and as sales and advertising manager, thereof), or any of them, and on the part of said respondents, their officers, etc., (1) inducing sellers to contract for or purchase advertising space in any magazine or publication published by the respondents, or any of them, at prices greater than the actual value of such space as an advertising medium to the sellers paying therefor; (2) inducing sellers to discriminate in price between the respondents, or any of them, and other purchasers of commodities of like grade and quality by granting, allowing, or paying to said respondents, or any of them, any advertising allowances or anything of value in lieu thereof which is not granted by such sellers to all other customers on proportionately equal terms; or (3) receiving and accepting any discriminatory price or the benefit of any discrimination in price obtained in the manner set forth in, and prohibited by, this order; prohibited. (Sec. 2 (f), 49 Stat. 1527; 15 U.S.C., sec. 13 (f)) [Cease and desist order, Atlantic City Wholesale Drug Company et al., Docket 4957, June 14, 1944]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 14th day of June, A. D. 1944.

In the Matter of Atlantic City Wholesale Drug Company, a Corporation, Roy H. Cochran, Individually and as President of Atlantic City Wholesale Drug Company, and Rodney S. Pullen, Jr., Individually and as Sales and Advertising Manager of Atlantic City Wholesale Drug Company

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, answer of respondents Atlantic City Wholesale Drug Company, a corporation, and Roy H. Cochran, individually and as president of said corporate respondent, testimony and other evidence in support of the allegations of said complaint, and report of the trial examiner upon the evidence and exceptions filed thereto; and the Commission having made its findings as to the facts and its conclusion that the respondent Atlantic City Wholesale Drug Company, a corporation, and the individual respondents, Roy H. Cochran and Rodney S. Pullen, Jr., have violated subsection (f) of section 2 of "An Act to supplement existing laws against unlawful restraints and monopolies, and for other purposes," approved October 15, 1914 (Clayton Act), as amended by Act of June 19, 1936 (Robinson-Patman Act):

It is ordered, That the respondent Atlantic City Wholesale Drug Company, a corporation, and its officers, representatives, agents, and employees, and the individual respondents Roy A. Cochran and Rodney S. Pullen, Jr., and their respective representatives, agents, and employees, directly or through any corporate or other device in connection with the purchase of drugs, cosmetics, and other merchandise by the respondents, or any of them, in commerce as "commerce" is defined in the aforesaid Clayton Act, do forthwith cease and desist from:

1. Inducing sellers to contract for or purchase advertising space in any magazine or publication published by the respondents, or any of them, at prices greater than the actual value of such space as an advertising medium to the sellers paying therefor.

2. Inducing sellers to discriminate in price between the respondents, or any of them, and other purchasers of commodities of like grade and quality by granting, allowing, or paying to said respondents, or any of them, any advertising allowances or anything of value in lieu thereof which is not granted by such sellers to all other customers on proportionately equal terms.

3. Receiving and accepting any discriminatory price or the benefit of any discrimination in price obtained in the manner set forth in, and prohibited by, this order.

It is further ordered, That the respondents shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which they have complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 44-10401; Filed, July 14, 1944; 10:34 a. m.]

TITLE 19—CUSTOMS DUTIES

Chapter I—Bureau of Customs

[T. D. 51093]

PART 24—CUSTOMS FINANCIAL AND ACCOUNTING PROCEDURE

ENTRY RECORD

Section 24.9, Customs Regulations of 1943, relating to the entry record on customs Form 5101, amended.

Section 24.9, Customs Regulations of 1943 (19 CFR, Cum. Supp., 24.9), is hereby amended by changing the word "when" in line seven to "as" and by changing the last sentence to read as follows:

No copy of customs Form 5101 for use as an entry record need be filed in connection with an entry covering shipments declared to be for more than one actual owner. (R. S. 251, sec. 624, 46 Stat. 759; 19 U.S.C. 66, 1624)

[SEAL] W. R. JOHNSON,
Commissioner of Customs.

Approved: July 12, 1944.

HERBERT E. GASTON,
Acting Secretary of the Treasury.

[F. R. Doc. 44-10372; Filed, July 13, 1944; 3:22 p. m.]

TITLE 32—NATIONAL DEFENSE

Chapter VIII—Foreign Economic Administration

Subchapter B—Export Control

[Amdt. 193]

PART 802—GENERAL LICENSES

COMMODITIES REFUSED ENTRY BY CUSTOMS BUREAU

Part 802 General Licenses is hereby amended by adding thereto § 802.29 as follows:

§ 802.29 *General license "G-CC".* (a) A general license designated "G-CC" is hereby granted authorizing the exportation to destinations in Group K, as set forth in paragraph (a) of § 802.3, of all commodities which are refused entry into the United States and are sold at auction by the Bureau of Customs for export only: *Provided,* That a certified Customs Bill and/or Receipt (Form 5117A) is presented to the United States Collector of Customs at the port of exit or the United States Postmaster at the place of mailing as evidence of the purchase at such auction.

(Sec. 6, 54 Stat. 714; Pub. Law 75, 77th Cong.; Pub. Law 238, 77th Cong.; E.O. 9361, 8 F.R. 9861; Order No. 1, 8 F.R. 9938; E.O. 9380, 8 F.R. 13081; Delegation of Authority No. 20, 8 F.R. 16235; Delegation of Authority No. 21, 8 F.R. 16320)

Dated: July 10, 1944.

S. H. LEBENSBURGER,
Director,
Requirements and Supply Branch,
Bureau of Supplies.

[F. R. Doc. 44-10402; Filed, July 14, 1944; 10:48 a. m.]

[Amdt. 194]

PART 804—INDIVIDUAL LICENSES

PROHIBITED EXPORTATIONS

Section 804.2 *Prohibited exportations* is hereby amended in the following particulars:

In the column headed "General License Group" the group and country designations assigned to the commodities listed below, at every place where said commodities appear in said section, are hereby amended to read as follows:

Commodity and Department of Commerce No.	*General license group*
Buttons:	
Buttons of all materials except synthetic resins, pearl, or shell, 9712.90	------
Metal buttons, 9712.90	None
Buttons of other materials, 9712.90	K
Button parts, backs, blanks, & molds (specify type of article), 9713.00	------
Of cellulose compounds, galalith & other compounds, 9713.00	K
Of pearl or shell, 9713.00	K
Of metal, 9713.00	None
Of other materials, 9713.00	K
Miscellaneous:	
Notions, cheap novelties, and specialties, n. e. s., 9840.98	------
Apparel findings, metal (include metal buckles, eyelets, hooks, fasteners, and zippers) (report shoe findings in 9853.00), 9840.98	None
Other notions, cheap novelties, and specialties, n. e. s., 9840.98	K

Shipments of the above commodities which are on dock, on lighter, laden aboard the exporting carrier, or in transit to a port of exit pursuant to an actual order for export prior to the effective date of this amendment, may be exported under the previous general license provisions. Shipments moving to a vessel subsequent to the effective date of this amendment pursuant to Office of Defense Transportation permits issued prior to such date may also be exported under the previous general license provisions. This amendment shall become effective July 20, 1944.

(Sec. 6, 54 Stat. 714; Pub. Law 75, 77th Cong.; Pub. Law 238, 77th Cong.; E.O. 9361, 8 F.R. 9861; Order No. 1, 8 F.R. 9938; E.O. 9380, 8 F.R. 13081; Delegation of Authority No. 20, 8 F.R. 16235; Delegation of Authority No. 21, 8 F.R. 16320)

Dated: July 10, 1944.

S. H. LEBENSBURGER,
Director,
Requirements and Supply Branch,
Bureau of Supplies.

[F. R. Doc. 44-10403; Filed, July 14, 1944; 10:48 a. m.]

[Amdt. 195]

PART 801—GENERAL REGULATIONS

PROHIBITED EXPORTATION

Section 801.2 *Prohibited exportations* is hereby amended in the following particulars:

In the column headed "General License Group" the group and country designations assigned to the commodities listed below, at every place where said commodities appear in said section, are hereby amended to read as follows:

Commodity and Department of Commerce No.	*General license group*
Miscellaneous:	
Blankets and bedding, exported for relief or charity, 9998.30	None
Clothing, exported for relief or charity, 9998.20	None
Commodities exported for relief or charity, n. e. s., 9998.90	None
Food, exported for relief or charity, 9998.10	None

This amendment shall be effective June 5, 1944.

(Sec. 6, 54, Stat. 714; Pub. Law 75, 77th Cong.; Pub. Law 238, 77th Cong.; E.O. 9361, 8 F.R. 9861; Order No. 1, 8 F.R. 9938; E.O. 9380, 8 F.R. 13081; Delegation of Authority No. 20, 8 F.R. 16235; Delegation of Authority No. 21, 8 F. R. 16320)

Dated: July 12, 1944.

S. H. LEBENSBURGER,
Director,
Requirements and Supply Branch,
Bureau of Supplies.

[F. R. Doc. 44-10404; Filed, July 14, 1944; 10:48 a. m.]

Chapter IX—War Production Board

Subchapter B—Executive Vice-Chairman

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 1010—SUSPENSION ORDERS

[Suspension Order S-579]

PRATT FOOD COMPANY

Pratt Food Company, 52 State Street, Hammond, Indiana, is a branch of Pratt Food Company, a corporation organized under the laws of the State of Pennsylvania. It is engaged in the manufacture and sale of animal and poultry feeds, in which molasses is customarily used as an ingredient. During the calendar year 1943 and the first calendar quarter of 1944 the respondent accepted delivery of approximately 920,016 pounds of molasses in excess of its permitted quota, and used approximately 743,282 pounds of molasses in excess of its permitted consumption, in violation of the provisions of General Conservation Order M-54. The Pratt Food Company was familiar with the provisions of General Conservation Order M-54, and its actions constituted a wilful violation of that Order.

These violations have hampered and impeded the war effort of the United States by diverting a scarce material to uses unauthorized by the War Production Board. In view of the foregoing, it is hereby ordered, that:

§ 1010.579 *Suspension Order No. S-579.* (a) During the four successive calendar quarters beginning July 1, 1944, and ending July 1, 1945, the Pratt Food Company, its successors or assigns, shall not accept delivery of or use any molasses in an amount exceeding 80% of its quota as specified by General Conservation Order M-54, unless otherwise authorized in writing by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve Pratt Food Company, its successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(c) This order shall take effect on July 13, 1944, and it shall expire on July 1, 1945.

Issued this 13th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10373; Filed, July 31, 1944; 4:09 p. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S-582]

JOSEPHINE B. MARTIN (MRS. WILLIAM T. MARTIN)

Josephine B. Martin (Mrs. William T. Martin) of Marblehead, Massachusetts, in June, 1943, began and thereafter continued construction, consisting of remodeling a residence, at 160 Atlantic Avenue, Marblehead, without authorization from the War Production Board, at an estimated cost of $3,500, which amount exceeded the limit of $200 permitted by Conservation Order L-41. Josephine B. Martin was aware of War Production Board restrictions on construction, and doing this construction without authorization constituted a wilful violation of Conservation Order L-41. Josephine B. Martin also wilfully furnished false and misleading information to the War Production Board in an application for approval of this residential construction, dated October 25, 1943.

This violation of Conservation Order L-41 has diverted critical materials to uses not authorized by the War Produc-

tion Board and has hampered and impeded the war effort of the United States of America. In view of the foregoing, it is hereby ordered, that:

§ 1010.582 *Suspension Order S–582.* (a) Neither Josephine B. Martin (Mrs. William T. Martin), her successors or assigns, nor any other person, shall do any construction on the premises at 160 Atlantic Avenue, Marblehead, Massachusetts, including putting up or altering the structure, unless hereafter specifically authorized in writing by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve Josephine B. Martin (Mrs. William T. Martin) her successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(c) This order shall take effect on the 13th day of July 1944.

Issued this 13th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10374; Filed, July 13, 1944; 4:09 p. m.]

PART 944—REGULATIONS APPLICABLE TO THE OPERATION OF THE PRIORITIES SYSTEM

[Priorities Reg. 3, Direction 9]

TEXTILE MACHINERY ACCESSORIES—FIBER BLOCKS, BOBBINS, CONES, COPS, CORES, PIRNS, QUILLS, SPOOLS AND TUBES

The following direction is issued pursuant to Priorities Regulation 3:

(a) *Purpose.* This direction provides an exception to the provisions of List B of Priorities Regulation No. 3 which prohibits the use of blanket MRO ratings to obtain paper and paperboard and products manufactured therefrom. By the terms of this direction, blanket MRO ratings may be used to obtain certain fiber products used as textile machinery accessories.

(b) *Use of MRO ratings.* Any person may use the blanket MRO ratings assigned to him by any regulation or order of the War Production Board to get the following textile machinery accessories (with or without metal ends or inserts) to be used as operating supplies: Fiber Blocks, Bobbins, Cones, Cops, Cores, Pirns, Quills, Spools and Tubes.

(c) *No extension of ratings.* Ratings applied to get the textile machinery accessories listed above may not be extended to obtain materials for use in their manufacture.

Issued this 14th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10429; Filed, July 14, 1944; 11:03 a. m.]

PART 1029—FARM MACHINERY

[Limitation Order L–257, as Amended July 14, 1944]

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of critical materials entering into the manufacture of farm machinery and equipment and repair parts therefor, for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 1029.15 *Limitation Order L–257.*—(a) *What this order does.* This order describes the rules governing the manufacture of farm machinery and equipment and repair parts for sale in the continental United States and possessions. (Manufacture for export is covered by Order L–257–a.) To aid manufacturers in planning a continuous production cycle, it is the intention that this will be the basic order from year to year. However, it is expected that a new schedule of quota percentages will be issued as a part of the order each year for the "current quota period" starting July 1 of that year, and this will become the "applicable schedule" for that period. For example, the applicable schedule for the period July 1, 1943 to June 30, 1944, is Schedule A; for the following twelve-month period starting July 1, 1944, the new applicable schedule might be called Schedule B, etc. In order that producers may plan their production and order materials in advance, they may assume that the schedule in effect at any particular time will continue into the next "current quota period", until such time as a new schedule is issued. There is no quota limitation on repair parts or attachments:

In addition to quota and other limitations on manufacture, this order also has rules on the filing and approval of production schedules, covering machinery and equipment (both farm and non-farm) and repair parts. Producers affected must stick to their schedules, with certain exceptions, so that the various programs, both farm and non-farm, can be met on time.

(b) *Definitions.* For the purpose of this order (and any orders supplementary hereto, unless otherwise indicated):

(1) "Producer" means any person, other than a supplier, engaged in the manufacture (in the United States) of farm machinery and equipment or of attachments or repair parts for farm machinery and equipment.

(2) "Small producer" means any producer whose total net sales (including exports and sales by affiliates) of all products did not exceed $100,000 during the calendar year 1941; and includes any other producer who has been classified by the Smaller War Plants Corporation as a "smaller, distressed producer" and is specifically designated as such for the purpose of this order by the War Production Board, on such terms and conditions as may be proper.

(3) "Manufacture" means to put into process, machine, fabricate, or otherwise alter materials by physical or chemical means.

(4) "Supplier" means any person engaged in the manufacture (for sale to a producer in the United States) of materials, parts, assemblies or subassemblies to be physically incorporated into farm machinery and equipment or repair parts manufactured by such producer, or to be resold by such producer as repair parts.

(5) "Machinery and equipment" means agricultural machinery, mechanical equipment and implements (including all attachments used in conjunction therewith) of the types ordinarily manufactured for farm use, and listed on the applicable schedule attached hereto.

(6) "Farm use" means use for the production or care of crops, livestock, livestock products, or other produce on a farm (or elsewhere in the case of poultry). The term also includes use for the production or care of crops in "victory gardens" with respect to atomizing hand sprayers, hand dusters, wheel-type hand cultivators and wheel-type hand plows, and use for any civilian purpose with respect to horseshoes, muleshoes, oxenshoes and harness hardware.

(7) "Farm machinery and equipment" means machinery and equipment which is manufactured specifically for farm use, including irrigation and drainage equipment (excluding tile), horseshoes, muleshoes, oxenshoes, harness hardware, and water well casing (fabricated by other than pipe mills); but excluding repair parts, and also excluding all of the following: tracklaying type tractors, fencing, poultry netting and wire, wire fencing, bale ties or straps, oil well casing and water pipe, grain bins and corn cribs, water storage tanks, nails (all kinds), and sundry hardware (including hand tools, chains, barn door track, pulleys, scales, and similar items not specified on the applicable schedule).

(8) "Non-farm machinery and equipment" means machinery and equipment, as defined in paragraph (b) (5) above, which is manufactured pursuant to rated orders for any purpose other than farm use.

(9) "Attachment" for machinery and equipment means a supplementary appliance which may be added to an otherwise complete machine to extend the utility of such machine. No item (other than Item No. 313) listed on the applicable Schedule shall be deemed an attachment.

(10) "Repair parts" means all types of replacement parts considered separately or as assemblies which are manufactured for use and used in the repair and maintenance of "farm machinery and equipment" and shall include plow shares and shapes, and water pump cylinders. No item listed on the applicable schedule shall be deemed a repair part.

(11) "Base production" means the weight of a producer's total manufacture in the United States of any item of farm machinery and equipment for sale in the United States during either the calendar year 1940 or 1941, in whichever year such weight was the greater.

(12) "United States" means the forty-eight states, the District of Columbia, Alaska, Hawaii, Puerto Rico, the Virgin Islands, and all other territories and possessions of the United States.

(13) "Current quota period" means the twelve-month period which starts July 1 of any year and ends June 30 of the following year, as identified on the applicable schedule.

(14) "Applicable schedule" means the particular schedule relating to a current quota period, and fixing manufacturing quotas (for sale in the United States) for each item listed for that period.

(c) *Restrictions on production for domestic farm use.*—(1) *Manufacturing quotas.* During any current quota period, no producer shall manufacture, for sale in the United States, more of any item of farm machinery and equipment (by weight) than his quota for that item. This quota is figured by taking the percentage shown for the item on the applicable schedule, and multiplying it by his base production of the item. Exceptions to this general rule are stated in paragraph (d). Special restrictions are set forth in subparagraph (2) below and in paragraph (f).

(2) *Special restrictions.*

(i) The quota for items of farm machinery and equipment for any person who had no "base production" in 1940 or 1941 is limited to an aggregate value of not more than $2,500 during any current quota period. This limit does not apply to repair parts or attachments under paragraphs (d) (1) and (d) (3), nor to any item which may be specifically removed from quota limitations.

(ii) No item which is not provided for in the applicable schedule shall be manufactured as "farm machinery and equipment" for sale in the United States.

(iii) No person shall manufacture for sale in the United States any item of farm machinery and equipment requiring rubber tires except the following items:

Wheel type tractors including garden type.
Combines.
Pick-up hay balers and field hay harvesters.
Corn pickers.
Power sprayers over ten gallons per minute.
Any item requiring tires to be mounted on wheel rims of the following sizes (diameter): 15", 16", 18", 20" and 21".

(iv) No producer who is not a "small producer" shall manufacture, for sale in the United States, any item of farm machinery and equipment or repair parts (or non-farm machinery and equipment) except to the extent listed on an approved production schedule under paragraph (e).

(3) *Adjustments in quotas.* The War Production Board may, by specific written directions or authorizations issued to any producer or other person affected by this order, increase or decrease any quota or authorized use of materials; and may transfer any portions of quotas between producers, taking into account the amount and weight of materials to be used, the need for particular items at the time required in particular areas, the labor and transportation situation in the manufacturing areas involved, and such other factors as may be proper.

(d) *Exceptions.*—(1) *No quota for repair parts.* Producers may manufacture repair parts for sale in the United States without any restrictions as to quota. However, they must comply with paragraph (e) with respect to production schedules.

(2) *Bracketed items.* Wherever, in an applicable Schedule, two or more items are bracketed together, the producer must apply the individual percentages to his base production of each item in the bracket and add up the various weights. This total permissible weight may then be distributed among all or any one or more of the items in that bracket as he chooses (regardless of the individual quota percentages).

(3) *No quota restrictions on attachments.* "Attachments" may be manufactured for sale in the United States without any restrictions as to quota. However, it is necessary to comply with paragraph (e) with respect to production schedules.

(4) *Small producers.* Any "small producer" may use the quota percentage "100%" instead of the quota percentage listed on any applicable schedule for any item or items which he makes, but only to the extent that the weight of his total manufacture of all items of farm machinery and equipment during the current quota period does not exceed, in the aggregate 100% of his base production of these items. In addition, small producers do not have to comply with certain provisions of this order with respect to production schedules or monthly reports, as stated in subparagraph (c) (2) (iv) and paragraphs (e) and (k). However, this does not relieve them from complying with all CMP Regulations and procedures.

(5) *Production before or after current quota periods.*—(i) *Advance planning of production.* Before the beginning of any current quota period, producers may plan their production, order materials and start initial fabrication in accordance with the applicable schedule for the coming period. For this purpose, until such time as a new applicable schedule is issued, it may be assumed that the schedule currently in effect will apply for this next period. In other words, the schedule in effect is always the "applicable schedule" unless and until displaced by a new schedule.

(ii) *Carry-over of uncompleted portions of quotas.* Any portions of quotas for sale in the United States under an applicable schedule (including all amendments appeals and specific authorizations) which are not completely manufactured by the end of the current quota period, may be carried over and added to the corresponding quotas of the next current quota period but only to the extent that they can be completed by July 31 of this next period. However, uncompleted quotas (domestic, and those under Schedule B–6) under Order L–170 may be carried over as explained above for completion any time before June 30, 1944. In addition, uncompleted quotas for the following items of harvesting machinery and equipment under Schedule A (including special authorizations, etc.) may be carried over for completion any time before September 30, 1944:

Combines (Items 126 and 126a only).
Corn binders (Items 132 and 132a only).
Corn pickers (Items 133–136).
Field ensilage harvesters (Item 137).
Peanut pickers (Item 161).
Corn shellers (Items 166 and 167 only).
Hay balers (Items 172, 172a and 172b only).
Feed grinders and crushers (Items 174, 175, and 175a only).
Portable elevators (Item 188).

(6) *Substitute materials.* Any person may manufacture for sale in the United States the following items, without regard to the restrictions of this order, if they are made from the substitute materials listed:

Bee hives.
Farm gates.
Feed trucks.
Grit boxes.
Hog troughs.
Laying nests.
Livestock feeders.
Milk stools.
Poultry feeders.
Poultry waterers.

These items are unrestricted only if they are made entirely (except for nails and essential strappings and fastenings, and except for doors in the case of livestock feeders) from any one or more of the following materials:

NOTE: List amended July 14, 1944.

Glass or other ceramic products.
Plain concrete.

Some of the items listed above are also given quotas on the applicable schedule. These quotas apply only to the extent that the items are to be made from iron or steel.

NOTE: See Direction 3 to this order which removes quota restrictions under certain conditions.

(7) *Substitution for critical materials encouraged.* If the weight of any item of farm machinery and equipment manufactured by a producer has been or will be increased by his substituting for more critical materials any of the materials listed above in subparagraph (d) (6), he may still manufacture in any current quota period the number of units which would have been within his domestic quota before making the substitution. Also a producer may apply for additional quota for any item in which he can substitute these materials entirely for more critical materials.

(8) *Assignments of quota.* All assignments of quota specifically authorized by appeal under Limitation Order L–170 for the period starting November 1, 1942, or under this Order L–257, are re-authorized for each current quota period. The assignee, in figuring his additional quota, must take the percentage on the applicable schedule for each item transferred and multiply it by the assignor's base production of that item. The assignor's quota is, to that extent, revoked.

(e) *Production schedules.*—(1) *AA–2 for purpose of scheduling production.* Producers and other persons authorized to manufacture under this order may schedule their production of items of farm machinery and equipment and repair parts as if the orders for these items bore a rating of AA–2.

(2) *Production schedules must be filed: exemption for "small producers".* With respect to each item of machinery and equipment (both farm and non-farm) and repair parts, each producer must file a production schedule on Form WPB–3181, listing the quantities he plans to have available for shipment (within his quota and other authorizations under this order) to various classes of customers, in accordance with the instructions on the form. This production

schedule is deemed approved as filed, unless the producer is notified in writing to the contrary by the War Production Board. "Small producers" do not have to file this form.

(3) *Items on approved schedule to be available for shipment; changes in schedule.* Each producer must have available for shipment each month to each class of customer the quantities of each item and of repair parts as indicated on his approved schedule. However, he may complete (within his approved total) more than his schedule in any month, except that, in the case of wheel-type tractors, a producer may not complete in any calendar quarter more tractors than the total shown on his approved schedule for that quarter, plus any approved amounts scheduled but not completed in previous quarters. He may also, if necessary, delay completion of any quantities scheduled for any class of customer for any month up to the last day of the next month. Any other change in an approved schedule must be reported on Form WPB–3181 and the change will be deemed approved as filed, unless the producer is notified in writing to the contrary by the War Production Board.

(4) *Deliveries for farm use protected.* A producer must deliver all quantities of items listed on an approved schedule (WPB–3181) for farm use and for export without regard to preference ratings, unless otherwise specifically directed in writing by the War Production Board. Small producers may deliver items for farm use and for export without regard to any orders bearing preference ratings of AA–2x or lower.

(f) *Further restrictions*—(1) [Deleted Mar. 23, 1944]

(2) *Restrictions on sale for domestic use.* Subject to such directions as may be issued from time to time as to rationing control by the War Food Administrator, no person shall sell any item of new farm machinery and equipment (except poultry equipment, horseshoes, muleshoes, oxenshoes, and harness hardware) which was manufactured for sale in the United States, and which he knows or has reason to believe will not be used in the hands of the ultimate consumer for farm use, except to fill a contract or purchase order bearing a preference rating of AA–4 or higher. If the rated order is for an item which farmers can get only by furnishing purchase certificates under Food Production Order 14 or any other applicable regulation of the War Food Administration, the seller must not fill the order from stock. However, in the following special cases, the seller may sell any of these items from stock for non-farm use on an order rated AA–4 or higher:

(i) If the item is in his stock as a replacement for one previously sold on a rated order, or

(ii) After he has extended the rated order to his supplier and has actually received the particular item, or

(iii) If the rated order is placed with him directly by the Army or Navy (and not indirectly by a contractor or otherwise), or

(iv) If he is a producer (but producers must comply with all applicable orders and regulations, particularly paragraph (e) (4) of this order).

(g) *Excess inventory.* Any producer may sell to any other producer any material in his inventory which is in excess of his requirements for the items of farm machinery and equipment and repair parts authorized to be manufactured under the provisions of this order. Such sales shall be expressly permitted within the terms of paragraph (c) (3) of Priorities Regulation No. 13.

(h) *Conservation of materials.* (1) If any other order of the War Production Board limits the use of critical materials in the manufacture of farm machinery and equipment, non-farm machinery and equipment, or repair parts to a greater extent than this order does, the other order shall govern unless it states otherwise.

(2) The War Production Board may also from time to time issue special orders requiring standardization, simplification, substitution, or other measures to save critical materials in the manufacture of farm machinery and equipment, non-farm machinery and equipment, or repair parts.

(i) *Violations.* Any person who willfully violates any provision of this order, or who, in connection with this order, willfully conceals a material fact, or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(j) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter in triplicate, referring to the particular provision appealed from and stating fully the grounds of the appeal.

(k) *Reports.* Each producer who is not a "small producer" must file by the 10th day of each month a report on Form WPB–1768 of his production during the previous month in accordance with the accompanying instructions. The first report must be filed on or before September 10, 1943. In addition, if any serious production trouble or delay develops between dates of filing the above Form WPB–1768, the producer should immediately advise the War Production Board, including the following information where applicable:

(1) The name of any material or component part, the non-delivery of which is, or will be, materially retarding his production.

(2) The name of the manufacturer or supplier with whom the order was placed.

(3) Producer's purchase order number.

(4) Date of the order.

(5) Supplier's order number.

(6) Promised date of delivery.

"Small producers" and all other persons authorized to manufacture under this order who do not report monthly on Form WPB–1768, must file by August 10, 1944, a report on Form WPB–3808 of their production during the entire current quota period starting July 1, 1943. This report should be filled out in accordance with the instructions on the form.

(l) *Applicability of regulations.* This order and all transactions affected by it are subject to all present and future regulations of the War Production Board, unless this order states otherwise.

(m) *Order L–170.* Except as otherwise stated in this order, it supersedes Limitation Order L–170 as of July 1, 1943.

(n) *Communications.* All communications concerning this order shall, unless otherwise directed, be addressed to: War Production Board, Farm Machinery and Equipment Division, Washington 25, D. C. Ref: L–257.

NOTE: The reporting requirements in paragraphs (k), (c) (2) (iii), (e) (2) and (e) (3) have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 14th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

SCHEDULE A TO L–257

APPLICABLE SCHEDULE FOR CURRENT QUOTA PERIOD JULY 1, 1943 TO JUNE 30, 1944, INCLUSIVE

Manufacturing Quotas for Items of Farm Machinery and Equipment for Domestic Farm Use

Producers are not restricted by any quota percentage in the manufacture of repair parts.

Quotas for new machinery and equipment for farm use are expressed as a percentage of the net shipping weight of each item produced during 1940 or 1941, whichever was higher. In accordance with paragraph (d) (2), production of "bracketed items" may be distributed among all or any one or more items included in the particular bracket, so long as the total weight does not exceed that determined by applying the various quota percentages to the items in the particular bracket.

"Small producers" may use the quota percentage of 100% for any item or items they manufacture, so long as their aggregate production of all items does not exceed 100% of their total 1940 or 1941 production, whichever was higher, as provided in paragraph (d) (4).

Quotas for each item of attachments, unless election is made to lump together all attachments pursuant to paragraph (d) (3), are expressed as the same percentage as that listed for the machine with which the particular attachment is used (except engines).

Any item of farm machinery and equipment not provided for in this Schedule A is not to be manufactured for sale in the United States, unless specifically exempted under the order. Moreover, any manufacture of an item in excess of the percentages established in this Schedule A, even though it may be scheduled for production under paragraph (e), is permitted only if specifically authorized pursuant to paragraph (c) (3) or on appeal.

GROUP 1: PLANTING, SEEDING, AND FERTILIZING MACHINERY

Division 1: Planters (Horse and Tractor Drawn)

Item No.		Quota Percent
1	One row, one horse, corn	81
2	One row, one horse, corn and cotton, peanut and bean	64
2a	One-horse legume planters for middles (Southern)	64
3	One row, two horse, corn and cotton	73
3a	Vetch	73
4	Two row, corn	77
5	Two row, corn and cotton	100
6	Three row and over, corn	65
7	Three row and over, corn and cotton	100
8	One row, corn	0
9	One row, corn and cotton	58
10	Two row, corn	94
11	Two row, corn and cotton	61
12	Three row and over, corn	100
13	Three row and over, corn and cotton	100

Division 3: Potato Planters (Horse and Tractor Drawn)

14	One row	100
14a	Two row and larger	100

Division 4: Transplanters

15	One row, horse or tractor drawn	126
15a	Two row, horse or tractor drawn	126
15b	Two row, tractor mounted	126
15c	Celery, self propelled	126
15d	Onion, set, horse or tractor drawn	126
16	Hand, wheel type	112

Division 5: Listers with Planting Attachments (Horse or Tractor Drawn)

17	One row	0
18	Two row	82
19	Three row and over	64

Division 6: Listers with Planting Attachments (Tractor Mounted)

20	One row	78
21	Two row	62
22	Three row and over	100

Division 7: Beet and Bean Drills or Planters

23	Four row, horse or tractor drawn	90
23a	Six row, horse or tractor drawn	90
23b	Four row, tractor mounted	90
23c	Six row, tractor mounted	90

Division 8: Grain Drills

24	One horse, plain or fertilizer, three to seven disc or run	100
25	Fertilizer, 14 run and under, horse or tractor drawn	93
25a	Fertilizer, over 14 run horse or tractor drawn	93
26	Plain, 14 run and under, horse or tractor drawn	73
26a	Plain, over 14 run, horse or tractor drawn	73
26b	Press drill, horse or tractor drawn	73
26c	Plain drill, lister type, horse or tractor drawn	73

Division 9: Broadcast Seeders

27	Wheeled, horse or tractor drawn	52
28	End-gate	68
29	Hand (wheelbarrow and other)	49

Division 10: Garden Planters

30	Hand, wheel type	65
31	Horse or tractor drawn, one row or multiple row (one row is a unit)	73

Division 11: Fertilizer Distributors

32	One row, horse drawn	75
32a	Two row, horse drawn	75
32b	Two row, tractor mounted	75
32c	Broadcast, horse or tractor drawn	75
32d	Hand propelled	72

Division 12: Lime Spreaders (Sowers)

33	Wheeled hopper type sower, horse or tractor drawn	61
34	End-gate type	61
34a	Trailer type	61
35	Truck body type	100

Division 13: Manure Spreaders and Loaders

36	Four wheel, horse or tractor drawn	56
37	Two wheel, tractor drawn	51
37a	Manure loaders	100

Division 14: Other Planting, Seeding and Fertilizing Machinery

38	Limestone pulverizers (farm size, under 14")	49
39	Uni-carrier, chassis or rear tool bar (short and long) for mounting tools, pull type	80
39a	Tool frame, attached or rear tool bar (short and long) for mounting tools on tractor	80
40	Potato cutter	100
40a		80
40b		80
41	Attachments for all items in Group 1 expressed in terms of net shipping weight in pounds	(1)

GROUP 2: PLOWS AND LISTERS

Division 1: Moldboard, Plows (Horse Drawn)

42	Walking, one horse, steel bottom	76
43	Walking, one horse, chilled bottom	57
44	Walking, two horse and larger	62
45	Sulky	90
46	Gang, two bottom and larger	90

(1) Percentage quota is the same as that listed for the machine with which the attachment is used, unless option is chosen as provided for in paragraph (d) (3) of the order (L–257)

GROUP 2: PLOWS AND LISTERS—Continued

Division 2: Moldboard Plows (Tractor Drawn or Mounted)

Item No.		Quota Percent
47	One bottom, tractor drawn	85
47a	One bottom, two way (one furrow) tractor drawn	85
48	Two bottom, tractor drawn	86
48a	Two bottom, two-way (two furrow) tractor drawn	60
49	Three bottom, tractor drawn	52
50	Four bottom, tractor drawn	34
51	Five bottom and larger, tractor drawn	44
52	One bottom, tractor mounted	14
52a	One bottom, two-way (one furrow) tractor mounted	35
53	Two bottom, tractor mounted	52

Division 3: Disc Plows (Horse Drawn)

54	Single disc, and larger	0

Division 4: Disc Plows (Tractor Drawn)

55	One disc	0
56	Two disc	78
57	Three disc	71
58	One disc—direct connected (one wheel type)	73
59	Two disc—direct connected (one wheel type)	51
59a	Three disc—direct connected (one wheel type)	61
59b	Three disc, tool bar type	61
60	Four disc, tractor drawn	65
61	Five disc, tractor drawn	54
62	Six disc and larger tractor drawn	54

Division 5: One-way Disc Plows or Tillers

63	Under five feet	58
63a	Five foot and under eight foot	58
63b	Eight foot and over	58

Division 6: Listers (Horse or Tractor Drawn) (Middlebusters Without Planting Attachments)

64	One row, horse or tractor drawn	77
64	Two row, horse or tractor drawn	100
66	Three row and larger horse or tractor drawn	0

Division 7: Listers (Tractor Mounted) (Middlebusters Without Planting Attachments)

67	One row, tractor mounted	12
68	Two row, tractor mounted	25
69	Three row and larger, tractor mounted	48
69a	Three row ridgers	86

Division 8: Sub-Soil Plows

70	Horse drawn	60
71	Tractor drawn	60
72	Tractor mounted	60

Division 9: Plow Stocks

73	Single or double stocks	60

Division 10: Other Plows and Listers

74	Basin Tiller	100
75	Cane row plows	100
76		60
76a		60

Division 11: Attachments

77	Attachments for all items in Group 2 expressed in terms of net shipping weight in pounds	(1)

GROUP 3: HARROWS, ROLLERS, PULVERIZERS AND STALK CUTTERS

Division 1: Harrows

78	Spike tooth harrow sections (steel), horse or tractor drawn	60
78a	Spike tooth harrow sections (wood), horse or tractor drawn	60
79	Spring tooth harrow sections (steel), horse or tractor drawn	68
79a	Spring tooth harrow sections (wood), horse or tractor drawn	68
80	Disc harrows, reversible, row disc, horse or tractor drawn	60
80a	Disc harrows, single, six foot and under (horse drawn type)	60
80b	Disc harrows, single over six foot (horse drawn type)	60
80c	Disc harrows, tandem attachment for horse drawn type	60
80d	Disc harrows, single and tandem, six foot and under, tractor drawn	60
80e	Disc harrows, single and tandem, over six foot and under eleven foot, tractor drawn	60
80f	Disc harrows, tandem "heavy duty" "cover crop", "wide disc spacing" tractor drawn	60
80g	Disc harrows, wide disc harrows over ten foot, tractor drawn	60
80h	Disc harrow, offset—tractor drawn	60
80i	Disc harrows, brush and box, tractor drawn	60
81	Disc harrows, tractor mounted and tool bar type	60
81a	Cane disc harrows, tractor mounted and tool bar type	100

GROUP 3: HARROWS, ROLLERS, PULVERIZERS AND STALK CUTTERS—Continued

Division 2: Smooth Land Rollers

Item No.		Quota Percent
82	Smooth land rollers, not including lawn rollers	61

Division 3: Soil Pulverizers and Packers

83	Soil pulverizers and packers, single	57
83a	Soil pulverizers and packers, double	57

Division 4: Stalk Cutters

84	Stalk cutters, horse drawn	63
84a	Stalk cutters, tractor drawn	63
84b	Weed cutters (rotary blade type)	63
84c	Cane stubble shavers	85

Division 5: Ridge Busters

85	Ridge busters, horse or tractor drawn	100
86	Ridge busters, tractor mounted	100

Division 6: Others Harrows and Rollers

87	Combination harrow and rollers	91
87a	Seed-bed row rollers	72
88	Field Markers	60
89		60
89a		60

Division 7: Attachments

90	Attachments for all items in Group 3 expressed in terms of net shipping weights in pounds	(1)

GROUP 4: CULTIVATORS AND WEEDERS

Division 1: Cultivators (Horse and Tractor Drawn)

91	One horse (all types), including hillers, disc hoes, shovel plows, little joes, and similar type harrows and rotary harrows	45
92	One row, walking, wo horse	79
93	One row, riding, two horse, shovel type	90
93a	One row, riding, two horse, disc type	90
93b	Two row, riding, horse drawn, shovel or disc type	90
94	One row, riding, two horse listed corn type	79
94a	Two row, horse drawn, listed corn type	79
94b	Two row, tractor drawn, listed corn type	100
94c	Three row, tractor drawn, listed corn type	100
94d	Four row, tractor drawn, listed corn type	100
94e	Five row, tractor drawn, listed corn type	100
95	Beet and bean cultivators, two row, horse drawn	80
95a	Beet and bean cultivators, four row, horse or tractor drawn	80
95b	Two row wing and disc hoes and hillers, potato, horse or tractor drawn	144
95c	Two row wing and disc hoes and hillers, potato, tractor mounted	144
96	Field cultivators, spring tooth type, seven foot and under	70
96a	Field cultivators, spring tooth type, over seven foot	70
96b	Field cultivators, stiff tooth type, seven foot and under	70
96c	Field cultivators, stiff tooth type, over seven foot	70
96d	Chisels and orchard cultivators, tractor drawn	45
97	Hand cultivators, wheel type, including hand plows	74

Division 2: Cultivators (Tractor Mounted)

98	One row	21
99	Two row, shovel type	71
99a	Two row, listed corn type	71
99b	Two row, potato cultivator	100
99c	Two row, disc type	71
100	Three and four row, shovel type	116
101	Narrow row, four and six row (beet, bean, and vegetable cultivators)	94
101a	Combination cultivators and planters, two row, corn and cotton	60
101b	Two row, cane cultivators	100
101c	Three row, cane cultivators	100
101d	Field cultivator, mounted and tool bar type	70
101e	Chisel and orchard cultivators, mounted and tool bar type (See also item 95c)	45

Division 3: Rotary Hoes

102	Rotary hoes, horse or tractor drawn	55

Division 4: Weeders

103	Rod weeders, horse or tractor drawn	60
103a	Rod weeders, tractor mounted and tool bar	60
104	Tooth weeders, one horse, walking	150
104a	Tooth weeders, two horse, riding	150
104b	Tooth weeders, tractor drawn	150
104c	Tooth weeders, tractor mounted	150

GROUP 4—CULTIVATORS AND WEEDERS—Continued

Division 5: Other Cultivators and Weeders

Item No.		Quota Percent
105	Beet thinners	120
105a	Vegetable weeder and thinner	122
105b	Cyclone weeder	95
106		85
106a		85

Division 6: Attachments

107	Attachments for all items in Group 4 expressed in terms of net shipping weight in pounds	(1)

GROUP 5: SPRAYERS, DUSTERS, AND ORCHARD HEATERS

Division 1: Power Sprayers

108	Market garden type, under six g. p. m.	63
108a	Orchard type, six to ten g. p. m. auxiliary engines	63
108b	Orchard type, six to ten g. p. m. power take-off	63
108c	Orchard type, eleven to twenty g. p. m. auxiliary engines	63
108d	Orchard type, eleven to twenty g. p. m. power take-off	63
108e	Orchard type, over twenty g. p. m. auxiliary engines	63
108f	Orchard type, over twenty g. p. m. power take-off	63
108g	Field or row crop type, six to ten g. p. m. auxiliary engines	63
108h	Field or row crop type, six to ten, g. p. m. power take-off	63
108i	Field or row crop type, eleven to twenty g. p. m. auxiliary engines	63
108j	Field or row crop type, eleven to twenty g. p. m. power take-off	63
108k	Field or row crop type, over twenty g. p. m. auxiliary engines	63
108l	Field or row crop type, over twenty g. p. m. power take-off	63
108m	Field or row crop type, tractor mounted	100
108n	Propeller blast type	100
109	Traction sprayers, under six g. p. m.	100
109a	Traction sprayers, six g. p. m. and over	100

Division 2: Hand Sprayers with Tank, Barrel, Knapsack, etc., with Complete Equipment (Capacity 1 qt. or over but less than 6 gallons)

110	Compressed air	70
111	Knapsack, self-contained	68
112	Trombone pump type	61
113	Bucket, pump type, single cylinder	73
114	Bucket, pump type, double cylinder	70
115	Atomizing, single action (1 qt. and larger capacity)	62
116	Atomizing, continuous (1 qt. and larger capacity)	64

Division 3: Hand Pump Sprayers (Capacity 6 gallons or more)

117	Barrel pump sprayer	87
118	Wheelbarrow sprayer	75

Division 4: Spray Pumps, Power

119	Spray pumps, power	104

Division 5: Weed and Pear Burners

120	Weed and pear burners	50

Division 6: Dusters

121	Power duster, auxiliary engines	128
121a	Power duster, power take-off	128
122	Traction dusters	79
123	Hand dusters, rotary type	74
123a	Hand dusters, plunger type	74

Division 7: Orchard Heaters

124	Orchard heaters	75
124a	Wind frost protection machines	75

Division 8: Attachments

125	Attachments for all items in Group 5 expressed in terms of net shipping weight in pounds	(1)

GROUP 6: HARVESTING MACHINERY

Division 1: Combines (Harvester-Threshers)

126	Width of cut, 6 ft. and under, auxiliary engines	57
126a	Width of cut, 6 ft. and under, power take off	57
127	Width of cut, over 6 ft. including 10 ft.	90
128	Width of cut, over 10 feet	97
128a	Windrowers or swathers	73

GROUP 6: HARVESTING MACHINERY—Continued

Division 2: Grain and Rice Binders

Item No.		Quota Percent
129	Grain binders (ground drive)	42
130	Grain binders (power take-off drive)	54
131	Rice binders	58

Division 3: Corn Binders

132	Corn binders, ground drive	70
132a	Corn binders, power take-off	75
132b	Corn harvester, sled and wheel type	75

Division 4: Corn Pickers

133	One row, mounted type	110
134	Two row, mounted type	76
135	One row, pull type	75
136	Two row, pull type	108

Division 5: Field Ensilage Harvesters—Row Type

137	Field Ensilage Harvesters (row type)	100

Division 6: Potato Diggers and Pickers

138	Walking plow type	114
139	One row, ground drive	133
139a	One row, power take off	125
139b	Two row, power take off	125
139c	Potato pickers	135

Division 7: Bean Cutters or Pullers

140	Two row, horse or tractor drawn	85
140a	Four row, horse or tractor drawn	85

Division 8: Sugar Beet and Cane Harvesting Equipment

141	Beet lifters, horse or tractor drawn	27
141a	Beet lifters, tractor mounted	27
141b	Beet harvesters	150
141c	Beet loaders	150
141d	Cane harvesters	85
141e	Cane loaders	150

Division 9: Other Harvesting Equipment

142	Cotton harvesters, stripper type	150
142a	Cotton pickers	150
143	Vegetable pullers and pickers	150
143a	Green pea harvesters	150
143b	Spinach harvesters	150
144	One row soybean harvesters	80
144a	Grass seed harvesters or strippers	100
144b	Flax pullers	67
144c	Hop pickers	150
144d	Peanut diggers	90
144e		90
144f		

Division 10: Attachments

145	Attachments for all items in Group 6 expressed in terms of net shipping weight in pounds	(1)

GROUP 7: HAYING MACHINERY

Division 1: Mowers

146	Horse or tractor drawn (ground drive)	49
147	Tractor mounted or semi-mounted (power take-off drive)	69

Division 2: Rakes

148	Sulky (dump)	47
149	Side delivery (incl. comb. side rakes and tedders)	84
150	Sweep (horse)	90
150a	Sweep (tractor mounted)	90

Division 3: Hay Loaders

151	Hay loaders	67

Division 4: Stackers

152	Stationary	90
152a	Combination stacker-loaders	146

Division 5: Pick-up Hay Balers and Bale Loaders

153	Pick-up hay balers—power take-off	78
153a	Pick-up hay balers—auxiliary engine	78
153b	Field bale loader	150

Division 6: Other Haying Machinery

154	Field hay choppers and harvesters	150
155		90
156		90

[1] Percentage quota is the same as that used for the machine with which the attachment is used, unless option is chosen as provided for in Paragraph (d) (3) of the Order (L-257).

GROUP 7: HAYING MACHINERY—Continued

Division 7: Attachments

Item No.		Quota Percent
157	Attachments for all items in Group 7 expressed in terms of net shipping weight in pounds	

GROUP 8: MACHINES FOR PREPARING CROPS FOR MARKET OR USE

Division 1: Stationary Threshers—Grain, Rice and Alfalfa

158	Threshers, width of cylinder under 28 inches	60
159	Threshers, width of cylinder 28 inches and over	47

Division 2: Stationary Pea and Bean Threshers

160	Stationary pea and bean threshers	132

Division 3: Peanut Pickers

161	Peanut pickers	61

Division 4: Ensilage Cutters—Silo Fillers

162	Ensilage cutters (Silo Fillers)	69

Division 5: Feed Cutters—Hand and Power

163	Feed cutters hand and power	80

Division 6: Corn Shellers

164	Corn shellers (hand)	43
165	Spring (2, 4, 6 and 8 hole)	0
166	Cylinder (150 bu. and under)	58
167	Cylinder (over 150 bushels)	45

Division 7: Corn Huskers and Shredders

168	Combination corn huskers-shredders	74
169	Corn huskers	41
170	Corn shredders	0

Division 8: Stationary Hay and Straw Balers

171	Horse	76
172	Auxiliary engine	36
172a	Belt driven	36
172b	Power take-off	36
172c	Broom corn balers	79

Division 9: Feed Grinders and Crushers

173	Hand	52
174	Power, burr type	58
175	Hammer type	58
175a	Roughage mills, combination type with cutter head and grinders	58
175b	Feed mixers (not concrete mixers)	58

Division 10: Grain Cleaners and Graders

176	Cleaners and graders—farm type (small grain and seed)	63

Division 11: Sorters and Graders

177	Potato sorters and graders	111
177a	Vegetable graders, washers, sackers and conveyors	90
177b	Vegetable toppers	90
177c	Fruit graders, washers, crushers, conveyors	90
177d	Nut bullers graders sackers, conveyors	90

Division 12: Maple Syrup Evaporators

178	Complete sets of pans, not including furnaces	69
179	Furnaces	58

Division 13: Cane Syrup Evaporators

180	Complete sets of pans, not including furnaces	95
181	Furnaces	77

Division 14: Cane Mills—Farm Size

182	Cane mills (farm size)	63

Division 15: Cider Mills and Fruit Presses

183	Cider mills and fruit presses	32

Division 16: Other Machines for Preparing Crops for Market or Use

184	Tobacco Curers	49
185	Broom corn de-seeders	80
186		90
186a		

GROUP 8: MACHINES FOR PREPARING CROPS FOR MARKET OR USE—Con.

Division 17: Attachments

Item No.		Quota Percent
187	Attachments for all items in Group 8 expressed in terms of net shipping weight in pounds	(1)

GROUP 9: FARM ELEVATORS AND BLOWERS

Division 1: Elevators—Portable

188	Elevators, Portable	100

Division 2: Elevators—Stationary

189	Elevators, stationary	36

Division 3: Blowers—Grain and Forage

190	Blowers (grain)	118
190a	Blowers (forage)	100

Division 4: Attachments

191	Attachments for all items in Group 9 expressed in terms of net shipping weight in pounds	(1)

GROUP 10: TRACTORS

Division 1: Tractors, Wheel Type, by Rated Belt H. P.

192	Special purpose, under 30 H. P.	82
193	Special purpose, 30 and over	44
194	All purpose under 30 H. P.	41
195	All purpose 30 and over	63

Division 2: Garden Tractors

196	Garden tractors (incl. motor tillers)	65

Division 3: Attachments

197	Attachments for all items in Group 10 expressed in net shipping weight in pounds.	(1)

GROUP 11: ENGINES (CANCELLED—SCHEDULED BY AUTOMOTIVE DIVISION)

Division 1: Engines Under 1 H. P.

198	Air Cooled	(1)

Division 2: Engines, 1 or More but Under 5 H. P.

199	Air Cooled	(1)
200	Water Cooled	(1)

Division 3: Engines, 5 or More but Under 10 H. P.

201	Air Cooled	(1)
202	Water Cooled	(1)

Division 4: Engines, 10 or More but Under 20 H. P.

203	Water cooled	(1)

Division 5: Attachments

204	Attachments for all items in Group 11 expressed in terms of net shipping weight in pounds	75

GROUP 12: FARM WAGONS, GEARS AND TRUCKS (NOT MOTOR)

Division 1: Wagons and Trucks

205	Wagon gears (less box)	55
206	Truck gears (less box)	55
206a	One horse wagon (less box)	55

Division 2: Wagon Bodies

207	Wagon and truck boxes, farm	77

Division 3: Farm Sleighs

208	Sleighs and Bob-Sleds, farm	150

Division 4: Trailers—Farm

209	Trailers, farm	0

Division 5: Other Transporting Equipment Not Motor Trucks

210	Tobacco trucks	56
210a	Buggies and spring wagons, farm	55
211	Cane wagons and carts	47
211a		50
211b		60

Division 6: Attachments

212	Attachments for all items in Group 12 expressed in terms of net shipping weight in pounds	(1)

[1] Quota percentage not necessary.

GROUP 13: DOMESTIC WATER SYSTEMS

Division 1: Deep and Shallow Well Systems

Item No.		Quota Percent
213	Deep well, reciprocal	55
214	Deep or shallow well, jet type	70
215	Shallow well, 250-499 gals. per hour	66
216	Shallow well, 500 gals. per hour and over	66

Division 2: Power Pumps

217	Horizontal type, up to and incl. 75 gal. p. m. 100 lbs. pressure	55

Division 3: Water Well Casing

218	Water well casing (fabricated by other than pipe mills)	100

Division 4: Attachments

219	Attachments for all items in Group 13 expressed in terms of net shipping weight in pounds	(1)

GROUP 14: FARM PUMPS AND WINDMILLS

Division 1: Pumps, Water

220	Pitcher pumps	69
221	Hand and windmill pumps	84

Division 2: Windmills

222	Windmill heads	95
223	Windmill towers	89

Division 3: Pump Jacks

224	Pump jacks	67

Division 4: Attachments

226	Attachments for all items in Group 14 expressed in terms of net shipping weight in pounds	(1)

GROUP 15: IRRIGATION AND DRAINAGE EQUIPMENT

Division 1: Irrigation and Drainage Pumps

227	Turbine Pumps, 0 to 1,200 G. P. M.	64
228	Turbine Pumps, 1,200 G. P. M. and up	135
229	Centrifugal pumps	64
230	Hydraulic rams	100

Division 2: Distribution Equipment

231	Land levelers	45
231a	Blade ditchers and terracers	45
231b	One disc terracers	45
231c	Corrugators	45
231d	Scrapers	45

(Items 231 to 231d are exclusive of power ditchers, draglines, and other self-powered machines.)

232	Portable pipe and extensions, sprinklers (excluding lawn sprinklers), valves and gates, expressed in terms of net shipping weight in pounds	70

Division 3: Other Farm Irrigation Equipment (List each item separately)

233		40
234		40
235		40

Division 4: Attachments

236	Attachments for all items in Group 15, expressed in terms of net shipping weight in pounds	(1)

GROUP 16: DAIRY FARM MACHINES AND EQUIPMENT

Division 1: Milking Machines

237	Milking machines.....(Complete Outfits)	60

Division 2: Farm Cream Separators

238	Capacity 250 lbs. per hour or less	85
239	Capacity 251 lbs. to 800 lbs. per hour	37
240	Capacity 801 lbs. to 1500 lbs. per hour	23

[1] Percentage quota is the same as that listed for the machine with whom the attachment is used, unless option is chosen as provided for in paragraph (d) (3) of the order (L-257).

GROUP 16: DAIRY FARM MACHINES AND EQUIPMENT—Continued

Item No.		Quota Percent
	Division 3: Farm Milk Coolers	
241	Immersion type	84
242	Surface or Tubular type	84
	Division 4: Farm Butter Making Equipment	
243	Butter churns	70
244	Butter molds	50
	Division 5: Other Dairy Farm Equipment	
245	Milk pails	98
246	Milk strainers	98
247	Stirrers	50
248	Cream setter cans	50
248a	Sterilizing tanks	70
248b	Dairy washing tanks	60
248c	Dairy water heaters (excluding boiler-type heaters)	60
248d	Can racks	60
	(List additional items separately)	
248e		50
248f		50
248g		50
	Division 6: Attachments	
249	Attachments for all items in Group 16, expressed in terms of net shipping weight in pounds	(1)

GROUP 17: BARN AND BARNYARD EQUIPMENT

Division 1: Feed Carriers, Litter Carriers, and Feed Trucks

250	Feed carriers	50
251	Litter carriers	82
252	Track for feed and litter carriers	75
253	Feed trucks (iron and steel)	67
	Division 2: Hay Unloading Equipment	
254	Hay carriers	90
255	Track for hay carriers	73
256	Hay forks, harpoon and grapple	90
	Division 3: Cattle Stalls, Pen Equipment and Stanchions	
258	Cattle stalls and fittings	50
259	Livestock pens	40
260	Cattle stanchions and fittings	65
	Division 4: Livestock Drinking Cups and Watering Bowls	
261	Livestock drinking cups	92
262	Outside livestock watering bowls	80
	Division 5: Barnyard Stock Tanks	
263	Barnyard stock tanks	65
264	Hog troughs (iron and steel)	55
265	Livestock dipping tanks	50
	Division 6: Feeders, Feed Cookers, & Tank Heaters	
265a	Livestock feeders (iron and steel)	80
266	Feed cookers	77
267	Tank heaters	90
	Division 7: Barn Door Track & Hangers	
	Division 8: Other Barn & Barnyard Equipment	
270	Hog waterers	105
270a	Hog oilers	65
271	Hog rings	110
271a	Hog ringers	85
272a	Cattle dehorning equipment	50
272f	Anti-cow-kickers	45
272h	Hay hoists	60
272i	Bull staffs	100
272j	Bull rings	100
	(List additional items separately)	
272k		50
272l		50
	Division 9: Attachments	
273	Attachments for all items in Group 17, expressed in terms of net shipping weight in pounds	(1)

GROUP 18: FARM POULTRY EQUIPMENT

Division 1: Incubators

274	Incubators, 1,000-egg capacity & smaller	51
275	Incubators, over 1,000-egg capacity	75
	Division 2: Floor Brooders	
276	Oil (over 100 chick capacity)	100
277	Coal (over 100 chick capacity)	100
278	Gas (over 100 chick capacity)	100
279	Wood (over 100 chick capacity)	100
280	Electric (over 100 chick capacity)	100
280a	All types 100 chick capacity and smaller	100
	Division 3: Battery Brooders (Heated)	
281	Three deck and smaller (heated)	80
282	Four deck (heated)	70
283	Five deck (heated)	85

GROUP 18: FARM POULTRY EQUIPMENT—Continued

Division 4: Growing and Laying Batteries

Item No.		Quota Percent
284	Growing	82
285	Laying	0

Division 5: Poultry Feeders

286	Poultry feeders (iron and steel)	70

Division 6: Poultry Waterers and Water Heaters

287	Poultry waterers (iron and steel)	70
287a	Automatic float valves	75
287b	Fountain heaters	75

Division 7: Laying Nests and Grit Boxes

288	Laying nests (iron and steel)	40
289	Egg baskets	100
289a	Grit boxes (iron and steel)	40

Division 8: Other Farm Poultry Equipment

290	Leg bands	110
290a	Wing bands	110
291	Egg graders	100
292	Egg candlers	100
292a	Poultry punches	50
292b	Roof saddles	100
292c	Draft equalizers	100
292d	Chimney caps	100
292e	Killing cones	50
292h	Fowl catchers	50
	(*List additional items separately*)	
292i		50
292j		50
292k		50

Division 9: Attachments

313	Attachments for all items in Group 18, expressed in terms of net shipping weight in pounds	(1)

GROUP 19: MISCELLANEOUS FARM EQUIPMENT

Division 1: Beekeepers' Supplies

294	Beekeepers' supplies (except bee hives)	100
295	Bee hives (not limited) (1).	

Division 2: Silos

296	Silos (total weight of iron and steel)	60

Division 3: Horse Shoes—Including Mule and Oxen Shoes

297	Horseshoes (incl. mule and oxen shoes)	107

Division 4: Harness Hardware

298	Harness hardware	100

Division 5: Power Sheep Shearing Machines

299	Power sheep shearing machines	100
299a	Power cattle and horse clippers	50

Division 6: Electric Fence Controllers

300	Electric fence controllers	100
301	Electric fence accessories	120

Division 8: Farm Wood-Sawing Machines

309	Farm wood-sawing machines including self-powered cross-cut and drag 5 H. P. and less	56

Division 9: Farm Gates

310	Farm gates	25

Division 10: Farm Electric Plants (wind-driven)

311	Farm electric plants (wind-driven electric generating plants only—does not include batteries or towers)	55
311a	Towers for wind-driven electric generating plants. (Engine driven farm lighting plants and batteries transferred to Automotive Division.)	55

Division 11: Attachments

312	Attachments for all items in Group 19, expressed in terms of net shipping weight in pounds	(1)

[1] Percentage quota is the same as that listed for the machine with whom the attachment is used, unless option is chosen as provided for in paragraph (d) (3) of the order (L-257).

[F. R. Doc. 44-10425; Filed, July 14, 1944; 11:02 a. m.]

PART 1029—FARM MACHINERY

[Limitation Order L-257, Schedule B, as Amended July 14, 1944]

APPLICABLE SCHEDULE OF QUOTAS FOR FARM MACHINERY AND EQUIPMENT FOR DOMESTIC FARM USE FOR THE CURRENT QUOTA PERIOD JULY 1, 1944 TO JUNE 30, 1945

§ 1029.17, *Schedule B to Limitation Order L-257.* In accordance with the provisions of Order L-257, this Schedule B is the "Applicable Schedule" for the current quota period July 1, 1944 to June 30, 1945. With a few minor changes, such as consolidations of certain items, it contains the same items and corresponding item numbers as shown on Schedule A. However, there have been important changes in the quota percentages for the new "current quota period", and also more liberal "bracketing" of many items is permitted.

The production quotas set forth in this Schedule B should be used by producers as the basis for planning their production, establishing production schedules and ordering material under CMP. The War Production Board may establish a final distribution pattern which is not in accord with these quotas. Any additional controls or exemptions which may be desirable with regard to production quotas, and any modifications with respect to final distribution of completed machines, will be issued as the need arises. In figuring his anticipated production, each producer must comply with the provisions of the basic Limitation Order L-257 and the explanatory notes to Schedule A, unless this Schedule B states otherwise.

NOTE: Table amended July 14, 1944.

GROUP 1: PLANTING, SEEDING AND FERTILIZING MACHINERY

DIVISION 1: PLANTERS (HORSE AND TRACTOR DRAWN)

Item No.		Quota Percent
1	One row, one horse, corn	81
2	One row, one horse, corn and cotton, peanut and other	75
3	One row, two horse, corn and cotton	75
4	Two row, corn	77
5	Two row, corn and cotton	77
6	Three row and over, corn	86
7	Three row and over, corn and cotton	100

DIVISION 2: PLANTERS (TRACTOR MOUNTED)

8	One row, corn	0
9	One row, corn and cotton	73
10	Two row, corn	94
11	Two row, corn and cotton	71
12	Three row and over, corn	125
13	Three row and over, corn and cotton	125

DIVISION 3: POTATO PLANTERS (HORSE AND TRACTOR DRAWN)

14	One row	140
14a	Two row and larger	140

DIVISION 4: TRANSPLANTERS

15	Horse or tractor drawn, tractor mounted or self-propelled	147
16	Hand, wheel type	147

DIVISION 5: LISTERS WITH PLANTING ATTACHMENTS (HORSE OR TRACTOR DRAWN)

17	One row—combined with item 64.	
18	Two row—combined with item 65.	
19	Three row and over—combined with item 66.	

DIVISION 6: LISTERS WITH PLANTING ATTACHMENTS (TRACTOR MOUNTED)

20	One row—combined with item 67.	
21	Two row—combined with item 68.	
22	Three row and over—combined with item 69.	

DIVISION 7: BEET AND BEAN DRILLS OR PLANTERS

23	Horse or tractor drawn or tractor mounted	123

DIVISION 8: GRAIN DRILLS

24	One horse, plain or fertilizer, three to seven disc or run	60
25	Fertilizer drills, horse or tractor drawn	103
26	Plain drills, horse or tractor drawn	91

DIVISION 9: BROADCAST SEEDERS

27	Wheeled, horse or tractor drawn	82
28	Endgate	82
29	Hand (wheelbarrow and other)	63

DIVISION 10: GARDEN PLANTERS

30	Hand, wheel type	77
31	Horse or tractor drawn, one row or multiple row (one row is a unit)	109

GROUP 1: PLANTING, SEEDING AND FERTILIZING MACHINERY—Continued

DIVISION 11: FERTILIZER DISTRIBUTORS

Item No.		Quota Percent
32	One row, horse or tractor drawn or tractor mounted	84
32d	Hand propelled	90

DIVISION 12: LIME SPREADERS (SOWERS)

33	Wheeled hopper type sower, horse or tractor drawn	61
34	End-gate type	61
34a	Trailer type	61
35	Truck body type	100

DIVISION 13: MANURE SPREADERS AND LOADERS

36	Four wheel, horse or tractor drawn	56
37	Two wheel, tractor drawn	78
37a	Manure loaders	125

DIVISION 14: OTHER PLANTING, SEEDING AND FERTILIZING MACHINES

38	Limestone pulverizers (farm size, under 14").	49
39	Uni-carrier, chassis or rear tool bar (short and long) for mounting tools, pull type	80
39a	Tool frame, attached or rear tool bar (short and long) for mounting tools on tractor	80
40	Potato cutter	100
40a	Misc. planting, seeding and fertilizing equipment	80
40b		80

DIVISION 15: ATTACHMENTS

14	Attachments consolidated into a single Item 313	

GROUP 2: FARM PLOWS AND LISTERS

DIVISION 1: MOLDBOARD PLOWS (HORSE DRAWN)

42	Walking, one horse, steel bottom	62
43	Walking, one horse, chilled bottom—combined with item 42	
44	Walking, two horse and larger—combined with item 42	
45	Sulky	90
46	Gang, two bottom and larger	90

DIVISION 2: MOLDBOARD PLOWS (TRACTOR DRAWN OR MOUNTED)

47	One bottom, tractor drawn	63
47a	One bottom, two-way (one furrow) tractor drawn	63
48	Two bottom, tractor drawn	89
48a	Two bottom, two-way (two furrow) tractor drawn	89
49	Three bottom, tractor drawn	86
50	Four bottom, tractor drawn	101
51	Five bottom and larger, tractor drawn	87
52	One bottom, tractor mounted	40
52a	One bottom, two-way (one furrow) tractor mounted	40
53	Two bottom, tractor mounted	62

DIVISION 3: DISC PLOWS (HORSE DRAWN)

54	Single disc and larger	0

DIVISION 4: DISC PLOWS (TRACTOR DRAWN)

55	One disc	73
56	Two disc	69
57	Three disc	86
58	One disc—direct connected (1 wheel type)—combined with item 55	
59	Two disc—direct connected (1 wheel type)—combined with item 56	
59a	Three disc—direct connected (1 wheel type)—combined with item 57	
59b	Three disc, tool bar type—combined with item 57	
60	Four disc, tractor drawn	74
61	Five disc, tractor drawn	65
62	Six disc and larger, tractor drawn	72

DIVISION 5: ONE-WAY DISC PLOWS OR TILLERS

63	Under five feet	70
63a	Five foot and over	70

DIVISION 6: LISTERS AND MIDDLEBUSTERS (HORSE OR TRACTOR DRAWN) (WITH OR WITHOUT PLANTING ATTACHMENTS)

64	One row, horse or tractor drawn	70
65	Two row, horse or tractor drawn	71
66	Three row and larger, horse or tractor drawn	120

DIVISION 7: LISTERS AND MIDDLEBUSTERS (TRACTOR MOUNTED) (WITH OR WITHOUT PLANTING ATTACHMENTS)

67	One row, tractor mounted	69
68	Two row, tractor mounted	71
69	Three row and larger, tractor mounted	85
69a	Three row ridgers	85

DIVISION 8: SUB-SOIL PLOWS

70	Horse drawn	60
71	Tractor drawn	60
72	Tractor mounted	60

GROUP 2: FARM PLOWS AND LISTERS—Continued

DIVISION 9: PLOW STOCKS

Item No.		Quota Percent
73	Single or double stocks	66

DIVISION 10: OTHER PLOWS AND LISTERS

74	Basin tiller	100
75	Cane row plows	133
76	Misc. plows and listers	60

DIVISION 11: ATTACHMENTS

77	Attachments consolidated into a single Item 313	

GROUP 3: HARROWS, ROLLERS, PULVERIZERS & STALK CUTTERS

DIVISION 1: FARM TYPE HARROWS

78	Spike tooth harrow sections, horse or tractor drawn	69
79	Spring tooth harrow sections, horse or tractor drawn	68
80	Disc harrows, horse drawn	70
80c	Disc harrows, tractor drawn or tractor mounted	70
80h	Disc harrow, offset—tractor drawn	70
81	Disc harrows, tractor mounted and tool bar type, combined with 80c	
81a	Cane disc harrows, tractor mounted and tool bar type	133

DIVISION 2: SMOOTH LAND ROLLERS

82	Smooth land rollers, not including lawn rollers	61

DIVISION 3: SOIL PULVERIZERS AND PACKERS

83	Soil pulverizers and packers	57

DIVISION 4: STALK CUTTERS

84	Stalk cutters, horse or tractor drawn	75
84b	Weed cutters (rotary blade type; not hand type)	75
84c	Cane stubble shavers	85

DIVISION 5: RIDGE BUSTERS

85	Ridge busters, horse or tractor drawn	100
86	Ridge busters, tractor mounted	100

DIVISION 6: OTHER HARROWS AND ROLLERS

87	Combination harrow and rollers	91
87a	Seed-bed row rollers	72
88	Field markers	60
89	Misc. harrows and rollers	60

DIVISION 7: ATTACHMENTS

90	Attachments consolidated into a single Item 313	

GROUP 4: CULTIVATORS AND WEEDERS

DIVISION 1: CULTIVATORS (HORSE & TRACTOR DRAWN)

91	One horse (all types, including billers, disc hoes, shovel plows, little joes, and similar type harrows and rotary harrows	57
92	One row, walking, two horse	98
93	One row, riding, two horse	90
93b	Two row, riding, horse drawn	90
94	One and two row, riding, horse drawn, listed corn type	90
94b	Two row and over, tractor drawn, listed corn type	100
95	Beet and bean cultivators	67
96b	Two row wing and disc hoes and hillers, potato, horse or tractor drawn or tractor mounted	144
96	Field cultivators, including chisels and orchard cultivators	82
97	Hand cultivators, wheel type, including hand plows	110

DIVISION 2: CULTIVATORS (TRACTOR MOUNTED)

98	One row	33
99	Two row, shovel or disc type	79
99a	Two row, listed corn type	79
100	Three row and over, all types	130
101a	Combination cultivators and planters, two row, corn and cotton	75
101b	Cane cultivators	133
101d	Field cultivator, mounted and tool bar type, including chisel and orchard cultivators	84

DIVISION 3: ROTARY HOES

102	Rotary hoes, horse or tractor drawn	68

DIVISION 4: WEEDERS, DRAWN OR MOUNTED

103	Rod weeders	60
104	Tooth weeders, one horse, walking	150
104a	Tooth weeders, two horse, riding	150
104b	Tooth weeders, tractor drawn or tractor mounted	150

GROUP 4: CULTIVATORS AND WEEDERS—Continued

DIVISION 5: OTHER CULTIVATORS & WEEDERS

Item No.		Quota Percent
105	Beet, cotton, or vegetable thinners	120
105b	Cyclone weeder	95
106	Misc. cultivators and weeders	85

DIVISION 6: ATTACHMENTS

107	Attachments consolidated into a single Item 313	

GROUP 5: FARM SPRAYERS, DUSTERS, & ORCHARD HEATERS

DIVISION 1: POWER SPRAYERS

108	Market garden type, under six G. P. M.	90
108a	Orchard type, auxiliary engine	70
108b	Orchard type, power take-off	70
108g	Field or row crop type, auxiliary engines	90
108b	Field or row crop type, power take-off	90
108m	Field or row crop type, tractor mounted	100
108n	Propeller blast type	100
109	Traction sprayers	100

DIVISION 2: HAND SPRAYERS WITH TANK, BARREL, KNAPSACK, ETC. WITH COMPLETE EQUIPMENT (CAP. 1 QT. OR OVER BUT LESS THAN 6 GAL.)

110	All types other than atomizing	60
111	Knapsack, self contained, combined with item 110	
112	Trombone pump type, combined with item 110	
113	Bucket, pump type, single cylinder, combined with item 110	
114	Bucket, pump type, double cylinder, combined with item 110	
115	Atomizing, single action (1 qt. and larger capacity)	90
116	Atomizing, continuous (1 qt. and larger capacity) combined with item 115	

DIVISION 3: HAND PUMP SPRAYERS (CAPACITY SIX GAL. OR MORE)

117	Barrel pump sprayer	87
118	Wheelbarrow sprayer	90

DIVISION 4: SPRAY PUMPS, POWER

119	Spray pumps, power	104

DIVISION 5: WEED AND PEAR BURNERS

120	Weed and pear burners	60

DIVISION 6: DUSTERS

121	Power duster, auxiliary engines	128
121a	Power duster, power take-off	128
122	Traction dusters	100
123	Hand dusters, all types	100

DIVISION 7: ORCHARD HEATERS

124	Orchard heaters and smudge pots	100
124a	Wind frost protection machines	75

DIVISION 8: ATTACHMENTS

125	Attachments consol dated into a single Item 313	

GROUP 6: HARVESTING MACHINERY

DIVISION 1: COMBINES (HARVESTER-THRESHERS)

126	Width of cut, 6 ft. & under, auxiliary engines	75
126a	Width of cut, 6 ft. & under, power take-off	75
127	Width of cut, over 6 ft., including 10 ft	110
128	Width of cut, over 10 ft., including 15 ft	118
128a	Windrowers or swathers	97
128b	Combines, width of cut, over 15 ft	118

DIVISION 2: GRAIN AND RICE BINDERS

129	Grain binders (ground drive)	60
130	Grain binders (power take-off)	79
131	Rice binders	72

DIVISION 3: CORN BINDERS

132	Corn binders, ground drive	93
132a	Corn binders, power take-off	93
132b	Corn harvester, sled and wheel type	75

DIVISION 4: CORN PICKERS

133	One row, mounted type	150
134	Two row, mounted type	135
135	One row, pull type	135
136	Two row, pull type	150

DIVISION 5: FIELD ENSILAGE HARVESTERS—ROW TYPE

137	Field ensilage harvesters (row type)	150

DIVISION 6: POTATO DIGGERS AND PICKERS

138	Walking plow type	150
139	One row, ground drive	150
139a	One row, power take-off	150
139b	Two row, power take-off	150
139c	Potato pickers	150

GROUP 6: HARVESTING MACHINERY—Continued

DIVISION 7: BEAN CUTTERS OR PULLERS

Item No.		Quota Percent
140	Horse or tractor drawn	127

DIVISION 8: SUGAR BEET & CANE HARVESTING EQUIPMENT

141	Beet lifters, horse or tractor drawn or tractor mounted	68
141b	Beet harvesters	150
141c	Beet loaders	150
141d	Cane harvesters	85
141e	Cane loaders	150

DIVISION 9: OTHER HARVESTING EQUIPMENT

142	Cotton harvesters, stripper type	150
142a	Cotton pickers	150
143	Vegetable pullers and pickers	150
143a	Green pea harvesters	150
143b	Spinach harvesters	150
144	One row soybean harvesters	150
144a	Grass seed harvesters or strippers	80
144b	Flax pullers	100
144c	Hop pickers	67
144d	Peanut diggers	150
144e	Misc. harvesting equipment	90

DIVISION 10: ATTACHMENTS

145	Attachments consolidated into a single Item 313	

GROUP 7: FARM HAYING MACHINERY

DIVISION 1: MOWERS

146	Horse or tractor drawn (ground drive)	49
147	Tractor mounted or semi-mounted (power take-off drive)	76

DIVISION 2: RAKES

148	Sulky (dump)	62
149	Side delivery (including comb, side rakes tedders)	113
150	Sweep	90

DIVISION 3: HAY LOADERS

151	Hay loaders	77

DIVISION 4: STACKERS

152	Stationary	90
152a	Combination stacker-loaders	150

DIVISION 5: PICK-UP HAY BALERS & BALE LOADERS

153	Pick-up hay balers—power take-off	100
153a	Pick-up hay balers—auxiliary engine	100
153b	Field bale loader	150

DIVISION 6: OTHER HAYING MACHINERY

154	Field hay choppers and harvesters	150
155	Misc. haying machinery	90

DIVISION 7: ATTACHMENTS

157	Attachments consolidated into a single Item 313	

GROUP 8: MACHINES FOR PREP. CROPS FOR MARKET OR USE

DIVISION 1: STATIONARY THRESHERS—GRAIN, RICE & ALFALFA

158	Threshers, width of cylinder under 28 ins	65
159	Threshers, width of cylinder 28 ins. & over	47

DIVISION 2: STATIONARY PEA & BEAN THRESHERS

160	Stationary pea and bean threshers	132

DIVISION 3: PEANUT PICKERS

161	Peanut pickers	61

DIVISION 4: ENSILAGE CUTTERS—SILO FILLERS

162	Ensilage cutters (silo fillers)	69

DIVISION 5: FEED CUTTERS—HAND AND POWER

163	Feed cutters, hand and power	80

DIVISION 6: CORN SHELLERS

164	Corn shellers (hand)	43
165	Spring (2, 4, 6 and 8 hole)	0
166	Cylinder (150 Bu. and under)	53
167	Cylinder (Over 150 bushels)	45

DIVISION 7: CORN HUSKERS AND SHREDDERS

168	Combination corn huskers—shredders	74
169	Corn huskers	41
170	Corn shredders	0

DIVISION 8: STATIONARY HAY & STRAW BALERS

171	Horse	76
172	Auxiliary engine	36
172a	Belt-driven or power take-off	36
172c	Broom corn balers	79
172d	Peanut hay balers	75

GROUP 8: MACHINES FOR PREP. CROPS FOR MARKET OR USE—Continued

DIVISION 9: FEED GRINDERS AND CRUSHERS (FARM)

Item No.		Quota Percent
173	Hand	52
174	Power, burr type	58
175	Hammer type	58
175a	Roughage mills, combination type with cutter head and grinders	69
175b	Feed mixers (not concrete mixers)	58

DIVISION 10: GRAIN CLEANERS AND GRADERS

176	Cleaners and graders—farm type (small grain and seed)	63

DIVISION 11: SORTERS AND GRADERS

177	Potato sorters and graders	150
177a	Fruit and vegetable graders, washers, sackers, conveyors	90
177b	Vegetable toppers	90
177c	Nut hullers, graders, sackers, conveyors	90

DIVISION 12: MAPLE SYRUP EVAPORATORS

178	Complete sets of pans, not including furnaces	69
179	Furnaces	58

DIVISION 13: CANE SYRUP EVAPORATORS

180	Complete sets of pans, not including furnaces	95
181	Furnaces	77

DIVISION 14: CANE MILLS—FARM SIZE

182	Cane mills (farm size)	63

DIVISION 15: CIDER MILLS AND FRUIT PRESSES

183	Cider mills and fruit presses	32

DIVISION 16: OTHER MACHINES FOR PREPARING CROPS FOR MARKET OR USE

184	Tobacco curers	77
185	Broom corn de-seeders	80
186	Miscellaneous	80

DIVISION 17: ATTACHMENTS

187	Attachments consolidated into a single Item	313

GROUP 9: FARM ELEVATORS AND BLOWERS

DIVISION 1: ELEVATORS—PORTABLE

188	Elevators, portable	100

DIVISION 2: ELEVATORS—STATIONARY

189	Elevators, stationary	72

DIVISION 3: BLOWERS—GRAIN & FORAGE

190	Blowers (grain)	150
190a	Blowers (forage)	150

DIVISION 4: ATTACHMENTS

191	Attachments consolidated into a single Item	313

GROUP 10: TRACTORS

DIVISION 1: FARM TRACTORS, WHEEL TYPE, BY RATED BELT H. P.

192	Special purpose, under 30 hp	55
193	Special purpose, 30 and over	55
194	All purpose under 30 hp	55
195	All purpose 30 and over	55

DIVISION 2: GARDEN TRACTORS

196	Garden tractors (including motor tillers)	76

DIVISION 3: ATTACHMENTS

197	Attachments consolidated into a single Item	313

GROUP 11: ENGINES

[Items 198, 199, 200, 201, 202 and 203 cancelled—scheduled by automotive division]

DIVISION 5: ATTACHMENTS

204	Attachments consolidated into a single Item	313

GROUP 12: FARM WAGONS, GEARS & TRUCKS (NOT MOTOR)

DIVISION 1: WAGONS AND TRUCKS

Item No.		Quota Percent
205	Wagon gears (less box)	70
206	Truck gears (less box)	70
206a	One horse wagon (less box)	70

DIVISON 2: WAGON BODIES

207	Wagon & truck boxes, farm	97

DIVISION 3: FARM SLEIGHS

208	Sleighs & bob-sleds, farm	150

DIVISION 4: TRAILERS—FARM [CANCELLED—SCHEDULED BY AUTOMOTIVE DIVISION]

DIVISION 5: OTHER TRANSPORTING EQUIPMENT (NOT MOTOR TRUCKS)

210	Tobacco trucks (see par. (f)(1))	70
210a	Buggies and spring wagons, farm	70
211	Cane wagons and carts	113
211a	Misc.	50

DIVISION 6: ATTACHMENTS

212	Attachments consolidated into a single Item	313

GROUP 13: DOMESTIC WATER SYSTEMS (FARM TYPE)

DIVISION 1: DEEP & SHALLOW WELL SYSTEMS

213	Deep well, reciprocal	66
214	Deep or shallow well jet type	81
215	Shallow well, 250-499 gals. per hour	74
216	Shallow well, 500 gals. per hour and over	70

DIVISION 2: POWER PUMPS

217	Horizontal type, up to and including 75 gal. P. M. 100 lbs. pressure	73

DIVISION 3: WATER WELL CASING

218	Water well casing (fabricated by other than pipe mills)	100

DIVISION 4: ATTACHMENTS

219	Attachments consolidated into a single Item	313

GROUP 14: FARM PUMPS AND WINDMILLS

DIVISION 1: PUMPS, WATER

220	Pitcher Pumps	69
221	Hand and windmill pumps	89

DIVISION 2: WINDMILLS

222	Windmill heads	100
223	Windmill towers	100

DIVISION 3: PUMP JACKS

224	Pump jacks	100

DIVISION 4: ATTACHMENTS

226	Attachments consolidated into a single Item	313

GROUP 15: IRRIGATION EQUIPMENT

DIVISION 1: IRRIGATION PUMPS

227	Turbine pumps	107
228	Combined with Item 227.	
229	Centrifugal pumps (excluding self-priming type)	96
230	Hydraulic rams	100

DIVISION 2: DISTRIBUTION EQUIPMENT

231	Land levelers	66
231a	Blade ditchers and terracers	66
231b	One disc terracers	66
231c	Corrugators	66
231d	Scrapers	66

NOTE: Items 231 to 231d are exclusive of Power Ditchers, Draglines, and Other Self-Powered Machines.

232	Portable Pipe and Extensions, Sprinklers (Excluding Lawn Sprinklers), Valves and Gates, Expressed in Terms of Net Shipping Weight in lbs.	94

GROUP 15: IRRIGATION EQUIPMENT—Continued

DIVISION 3: OTHER FARM IRRIGATION EQUIPMENT

(List Each Item Separately)

Item No.		Quota Percent
233, 234 and 235	Misc.	60

DIVISION 4: ATTACHMENTS

236	Attachments consolidated into a single Item	313

GROUP 16: DAIRY FARM MACHINES & EQUIPMENT

DIVISION 1: MILKING MACHINES

237	Milking machines (complete outfits)	82

DIVISION 2: FLOOR BROODERS

238	Capacity 250 lbs. per hour or less	48
239	Capacity 251 lbs. to 500 lbs. per hour	58
240	Capacity 501 lbs. to 1500 lbs. per hour	38

DIVISION 3: FARM MILK COOLERS

241	Immersion type	109
242	Surface or tubular type	84

DIVISION 4: FARM BUTTER MAKING EQUIPMENT

243	Butter churns	78
244	Butter molds	50

DIVISION 5: OTHER DAIRY FARM EQUIPMENT

245	Milk pails	120
246	Milk strainers	120
247	Stirrers	50
248	Cream setter cans	50
248a	Sterilizing tanks	70
248b	Dairy washing tanks	72
248c	Dairy water heaters (excluding boiler-type and pressure type heaters)	70
248d	Can racks	70
248e	Misc. dairy farm equipment (list additional items separately)	70

DIVISION 6: ATTACHMENTS

249	Attachments consolidated into a single Item	313

GROUP 17: BARN AND BARNYARD EQUIPMENT

DIVISION 1: FEED CARRIERS, LITTER CARRIERS, AND FEED TRUCKS

250	Feed carriers	50
251	Litter carriers	100
252	Track for feed and litter carriers	100
253	Feed trucks (iron and steel)	67

DIVISION 2: HAY UNLOADING EQUIPMENT

254	Hay carriers	90
255	Track for hay carriers	73
256	Hay forks, harpoon and grapple	90

DIVISION 3: CATTLE STALLS, PEN EQUIPMENT AND STANCHIONS

258	Cattle stalls & fittings	60
259	Livestock pens	80
260	Cattle stanchions & fittings	72

DIVISION 4: LIVESTOCK DRINKING CUPS AND WATERING BOWL

261	Livestock drinking cups	100
262	Outside livestock watering bowls	80

DIVISION 5: BARNYARD STOCK TANKS

263	Barnyard stock tanks	100
264	Hog troughs (iron and steel)	50
265	Livestock dipping tanks	75

DIVISION 6: FEEDERS, FEED COOKERS AND TANK HEATERS

265a	Livestock feeders (iron and steel)	90
266	Feed cookers	77
267	Tank heaters	100

DIVISION 7: BARN DOOR TRACK & HANGERS (REMOVED FROM THIS ORDER)

DIVISION 8: OTHER BARN & BARNYARD EQUIPMENT

270	Hog waterers	105
270a	Hog oilers	65
271	Hog rings	110
271a	Hog ringers	110
272a	Cattle dehorning equipment	50
272f	Anti-cow kickers	45
272h	Hay hoists	60
272i	Bull staffs	100
272j	Bull rings	100
272k	Misc. barn and barnyard equipment	50

GROUP 17: BARN AND BARNYARD EQUIPMENT—Con.

DIVISION 9: ATTACHMENTS

Item No.		Quota Percent
273	Attachments consolidated into a single Item	313

GROUP 18: FARM POULTRY EQUIPMENT

DIVISION 1: INCUBATORS

274	Incubators, 1,000-egg capacity and smaller	60
275	Incubators, over 1,000-egg capacity	90

DIVISION 2: FLOOR BROODERS

276	Oil (over 100 chick capacity)	115
277	Coal (over 100 chick capacity)	115
278	Gas (over 100 chick capacity)	115
279	Wood (over 100 chick capacity)	115
280	Electric (over 100 chick capacity)	115
280a	All types 100 chick capacity and smaller	115

DIVISION 3: BATTERY BROODERS (HEATED)

281	Three deck and smaller (heated)	30
282	Four deck (heated)	70
283	Five deck (heated)	85

DIVISION 4: GROWING AND LAYING BATTERIES

284	Growing	52
285	Laying	0

DIVISION 5: POULTRY FEEDERS

286	Poultry feeders (iron and steel)	98

DIVISION 6: POULTRY WATERERS AND WATER HEATERS

287	Poultry waterers (iron and steel)	97
287a	Automatic float valves	100
287b	Fountain heaters	100

DIVISION 7: LAYING NESTS AND GRIT BOXES

288	Laying nests (iron and steel)	50
289	Egg baskets	100
289b	Grit boxes (iron and steel)	50

DIVISION 8: OTHER FARM POULTRY EQUIPMENT

290	Leg bands	110
290a	Wing bands	110
291	Egg graders	130
292	Egg candlers	125
292a	Poultry punches	50
292b	Roof saddles	115
292c	Draft equalizers	115
292d	Chimney caps	115
292e	Killing cones	50
292h	Fowl catchers	50
292i	Miscellaneous farm poultry equipment	50

DIVISION 9: ATTACHMENTS

298	Attachments consolidated into a single Item	313

GROUP 19: MISCELLANEOUS FARM EQUIPMENT

DIVISION 1: BEEKEEPERS' SUPPLIES

294	Beekeepers' supplies (except bee hives)	119
295	Bee hives (not limited).	

DIVISION 2: SILOS

296	Silos (total wt. of iron & steel)	80

DIVISION 3: HORSE SHOES—INCL. MULE & OXEN SHOES

297	Horse shoes (including mule and oxen shoes)	107

DIVISION 4: HARNESS HARDWARE

298	Harness hardware	100

DIVISION 5: POWER SHEEP-SHEARING MACHINES

299	Power sheep-shearing machines	100
299a	Power cattle and horse clippers	71

DIVISION 6: ELECTRIC FENCE CONTROLLERS

300	Electric fence controllers	100
301	Electric fence accessories	120

DIVISION 8: FARM WOOD-SAWING MACHINES

309	Farm wood-sawing machines, incl. self-powered cross-cut and drag 5 H. P. and less	93

DIVISION 9: FARM GATES

310	Farm gates	50

GROUP 19: MISCELLANEOUS FARM EQUIPMENT—Continued

DIVISION 10: FARM ELECTRIC PLANTS (WIND-DRIVEN)

Item No.		Quota Percent
311	Farm electric plants (wind-driven) electric generating plants only—does not include batteries or towers	55
311a	Towers for wind-driven electric generating plants (engine driven farm lighting plants and batteries transferred to automotive division)	55

DIVISION 11: ATTACHMENTS

312	Attachments consolidated into a single Item	313

GROUP 20: ATTACHMENTS

313	Attachments for all items in Groups 1-19; no quota limit. See paragraph (d) (3) of L-257.	

Issued this 14th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10426; Filed, July 14, 1944; 11:02 a. m.]

PART 1226—GENERAL INDUSTRIAL EQUIPMENT

[General Limitation Order L-110, Revocation]

ELECTROPLATING AND ANODIZING EQUIPMENT

Section 126.110 *General Limitation Order L-110* is revoked. This revocation does not affect any liabilities incurred under the order. The order is superseded by Order L-123, as amended.

Issued this 14th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10424; Filed, July 14, 1944; 11:02 a. m.]

PART 1226—GENERAL INDUSTRIAL EQUIPMENT

[Limitation Order L-123, as Amended July 14, 1944]

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of certain critical materials (including components) and facilities used in the manufacture of general industrial equipment for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense.

§ 1226.1 *General Limitation Order L-123*—(a) *Equipment which may not be delivered without an AA-5 or better rating.* No person (including a manufacturer, distributor, or dealer) shall accept any order for or deliver, and no person shall accept delivery of, any new item of the following equipment (more fully described in the attached List A) except for an order bearing a preference rating of AA-5 or higher:

1. Air filters.
2. Air washers.
3. Arc welding machines.
4. Baling presses.
5. Compressors.
6. Ceramic machinery and equipment.
7. Concrete products machinery.
8. Dust collectors, industrial.
9. Dynamometers (electric type) and rotary converters.
10. Electric motors and generators (fractional horsepower).
11. Fans, blowers and exhausters.
12. Flexible metallic hose, tubing and fittings.
13. Heat exchangers.
14. High pressure blowers.
15. Lifting magnets.
16. Oil filtering and re-refining machines.
17. Ovens, industrial; drying, curing and finish-baking types.
18. Paper shredders.
19. Pressure vessels (including air receivers).
20. Pumps.
21. Stationary steam engines.
22. Wire working machinery.
23. Insulation blowing machines.
24. Electroplating and anodizing equipment.

Deliveries within a company. The above restriction applies to deliveries from one department (a branch, division, or section) of a single organization to another department of the same organization when the item is for incorporation into other machinery produced by that organization, or when it is for installation and operation for the organization's own use.

The restriction does not apply to deliveries from one department to another of the same organization, of items which it is to resell as such.

(b) *Certain transactions for which no rating is required by this order.* The above restriction does not apply to the following transactions:

(1) *Repair parts.* Delivery of repair parts for any item (but no complete item may be considered as a repair part and delivered under this exemption, even though it could be used as a component part of another item or of machinery not covered by this order).

(2) *Farm supplies.* When items which are farm supplies under Priorities Regulation 19 are delivered to a farmer or dealer upon a certificate in accordance with that regulation.

(3) *Petroleum industry item.* When items used in the petroleum industry and covered by Order P-98-c are delivered in accordance with that order.

(4) *Items no longer needed.* When an item is returned to the person from whom it was obtained, or when it can no longer be used for the purpose for which priorities assistance was given to help obtain it and the holder disposes of it in accordance with applicable provisions of Priorities Regulations 1 or 13.

(5) *Items ordered and put in transit before the restriction became applicable.* The completion of delivery of items which had been placed in the hands of a common or contract carrier for shipment to the customer prior to the date upon which the restriction in (a) became applicable.

(6) *Certain orders rated below AA-5 but unfilled when restriction became applicable.* Delivery to fill any rated order which was rated below AA-5 and could have been filled just before the

date upon which the restriction in (a) became applicable without violating any WPB order, rule or regulation.

(7) *Deliveries of machinery not covered by this order.* The delivery of new machinery, not covered by this order, into which an item has been incorporated as a necessary component part (or which is delivered in unassembled condition with an item which is a necessary component part, for assembly at the site of installation).

(8) *Used items.* The delivery of any item which has been sold to a person acquiring it for use, and put into regular use by him.

(9) *Specific authorizations.* Deliveries specifically authorized or directed by the War Production Board.

(10) *The replacement of a fractional horsepower electric motor or generator which is traded-in when repair is needed.* When a fractional horsepower electric motor or generator is delivered to a householder or other user solely for replacement of a used one which needs repair and the seller, in accordance with his regular business practice, takes the broken down or defective motor or generator in trade and repairs it or delivers it to another person who will repair it (whenever repair is practicable) so that it will be resold under similar conditions (or scraps it promptly when repair is impracticable).

(It must be noted that no repairman or other person may deliver such an item unless he either complies with the foregoing conditions, or receives a AA-5 or higher rating for the delivery from his customer, even though he has obtained the items under a regulation or order which assigns a rating for repair or maintenance purposes, such as the following: CMP Regulations 5, 5A, or 9A; or Orders L-79, P-126, or P-148.)

This exemption permits a dealer not having repair facilities to deliver such a traded-in motor or generator, if it is repairable, to the manufacturer or some other supplier who will repair it or have it repaired within a reasonable time, and get one in exchange without a AA-5 or higher rating. The manufacturer or other supplier who is asked to deliver a new item to a dealer in exchange for a used one is responsible for determining if the traded-in item is repairable.

(11) *Portable air compressors owned and used in a rental business.* When portable air compressors owned by a person engaged in the business of renting them, are leased by the owner. This exemption does not apply to the sale of a new item by such owner, or to the original purchase of the items by him.

(12) *Delivery to a consumer of an item for plumbing or heating repair.* When an item is delivered to a consumer for plumbing or heating repair upon a certificate from the latter in accordance with Order L-79.

(13) *Deliveries of replacement parts for motor vehicles.* When replacement parts for motor vehicles are delivered to any person in accordance with Order L-158.

(c) *Miscellaneous provisions*—(1) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable regulations of the War Production Board, as issued and amended from time to time.

(2) *Violations.* Any person who wilfully violates any provision of this order or who, in connection with this order wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(3) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter, in triplicate, referring to the particular provision appealed from and stating fully the grounds of the appeal. The letter should be filed with the field office of the War Production Board in the district in which is located the plant or branch of the appellant to which the appeal relates.

(4) *Communications.* All reports required to be filed hereunder, and all communications (except appeals) concerning this order, shall, unless otherwise directed, be addressed to the War Production Board, General Industrial Equipment Division, Washington 25, D. C. Ref. L-123.

Issued this 14th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

LIST A

Under paragraph (a) of the order, a rating of AA-5 or better is required for delivery of a new item of equipment in any class described below. Exceptions to this rule are listed in paragraph (b). "Item" means any new piece of equipment. Where a class description covers an item sometimes sold with a motor or other driving unit and sometimes without, in either case the item is subject to the restrictions of the order.

Component parts for the repair or manufacture of an item are not subject to the order as items in that class. However, if a particular part is itself within some other class as described below, then it is subject to the order.

1. *Air filters.* Any equipment or device designed to filter or strain air or other gaseous matter for the purpose of removing dust or other particles of material or odors. Excluded are types using a non-metallic filtering medium, commonly known as the "throw-away" or "replaceable" types.

2. *Air washers.* Any equipment or device designed to wash air, including spray washers and scrubbers.

3. *Arc welding machines.* Any machine or device designed to use, transform, or generate electricity (either direct or alternating current) for the deposit of metal by the electric arc process. Excluded are: Welding cable, electrode holders and arc welding electrodes.

4. *Baling presses.* Any machine or device designed to compress bulky materials into compact bundles or bales. Included are types for handling ferrous and non-ferrous scrap, paper, rubber, textiles, or miscellaneous waste materials. Excluded are balers which are farm machinery and equipment covered by Orders L-257 or L-257-a.

5. *Compressors.* Any portable or stationary machine or apparatus of the reciprocating type, designed to compress or exhaust air or other gas. Excluded are (i) items for use in therapeutic machines; (ii) items especially designed and fabricated solely for incorporation into or repair of other machinery (not compressors) produced by the same manufacturer; (iii) items for use in a refrigerating or air conditioning system, as defined in Order L-38.

6. *Ceramic machinery and equipment.* Any machine or device designed to crush, mix, prepare, form, cut, fire, burn, or otherwise process raw ceramic materials into finished ceramic products. "Ceramic products" includes structural clay products such as brick, tile, terra cotta and flue block, sewer pipe and drain tile, conduit, sanitary pottery, paving brick, flower pots, decorative pottery, artware pottery, tableware pottery, stoneware, crockery, earthware, and porcelain.

7. *Concrete products machinery.* Any machine or apparatus designed to mix, prepare, form or otherwise process concrete or its components into block, brick, pipe or conduit. Included are block machines, pipe machines, mixers, skip hoists, off-bearing hoists, pallets, forms, and their accessories and attachments of any size or kind.

8. *Dust collectors, industrial.* Any equipment or device designed to collect or filter dust from air, flue gases, or other gas.

9. *Dynamometers.* Electric type; and rotary convertors

10. *Electric motors and generators (fractional horsepower).* Any machine or device containing an armature or similar rotating part and designed to transform electric energy into mechanical energy, or mechanical energy into electric energy, or to transform or amplify electric energy of one type, voltage, or frequency into another, if built in a frame size smaller than frame size 203 (or frames smaller than those corresponding to one horsepower, 1800 RPM, 60 cycle, 2 or 3 phase). Excluded are starting motors, generators and magnetos designed for use in automotive vehicles covered by order L-158, or in internal combustion engines.

11. *Fans, blowers and exhausters.* Any device or machine which moves, compresses, or exhausts air or other gases by centrifugal, rotary or axial means. Excluded are: (i) propeller type fans designed for desk, pedestal, wall bracket, ceiling, and portable window mounting, powered by a fractional horsepower electric motor drawing 200 watts or less, as covered by Limitation Order L-176; (ii) items specially designed and fabricated solely for incorporation into or repair of other machinery (such as pulverizers, stokers, and boilers) produced by the same manufacturer; (iii) propeller type fans for use as a part of internal combustion engines; (iv) high pressure blowers included in Item 14 of this List A.

12. *Flexible metallic hose, tubing and fittings.* Any quantity of such hose, tubing or fittings, not electric conduit type.

13. *Heat exchangers.* Any equipment or apparatus consisting of an assembly, bundle, or nest of one or more bare or finned tubes (metallic or non-metallic) or metal plates, or any shell or pressure vessel for containing the same, designed for the transfer or exchange of heat between two or more fluids (liquids, gases or vapors). Excluded are the following: (i) Any item which is direct fired or installed within a flue gas passage; (ii) any item which permits direct contact involving physical mixing of the fluids (other than direct contact boiler feed water heaters); (iii) any steam surface condenser designed to condense exhaust steam from a prime mover to maintain a minimum exhaust pressure; (iv) any item for use on aircraft; (v) any radiator-type cooler; (vi) any unit heater, convector, unit ventilator, unit cooler or blast coil when any such item is for space heating or cooling or industrial space heating or drying; (vii) any indirect water heater, commonly referred to as a storage water heater and consisting of a heating element installed in a hot water storage tank for heating and storing hot water for any purpose; (viii) any indirect water heaters consisting of a coil or nest of tubes installed in a shell or pressure vessel with a diameter of 12 inches or less, or with an internal cross sectional area of 113 square inches or less when not circular in cross section, and used for supplying hot water for any purpose; (ix) any item of non-metallic construction for use in a chemical supplemental laboratory; (x) items specially designed and fabricated solely for incorporation into or repair of other machinery (not heat exchanger) produced by the same manufacturer; and (xi) items for use in a refrigerating or air conditioning system, as defined in Order L-38.

14. *High pressure blowers.* Any blower, compressor, exhauster, or vacuum pump of the rotative type, designed for pressure differential of 1½ pounds or more per square inch (including any diesel engine supercharger or scavenger, or any ballast unloading blower). Excluded are items for use in a refrigerating or air conditioning system, as defined in Order L-38.

15. *Lifting magnets (electric).* Circular types, 5 inches in diameter and larger.

16. *Oil filtering and re-refining machines.* Any equipment or device designed to filter, or to re-refine by heating or bleaching, lubricating or cutting oils which have been used. Excluded are centrifuges.

17. *Ovens, industrial, drying, curing and finish-baking types.* Any oven of the types used in industrial or commercial processes for drying, curing, or finish-baking ceramic, concrete, plastic or other products, except food or food products. Excluded are heat treating furnaces.

18. *Paper shredders.* Any machine or device designed to cut paper into narrow shreds, as used in the destruction of confidential papers or the preparation of packaging materials. Excluded are shredders for reprocessing waste into new paper.

19. *Pumps.* Any mechanically operated mechanism of the rotary, centrifugal or reciprocating type, designed for raising, circulating or otherwise moving any liquid. Included are pumps sold separately, or with a driving unit. Excluded are the following: (i) pumps specially designed and fabricated solely for incorporation into or repair of other machinery (not pumps) produced by the same manufacturer, (ii) pumps for use as parts of internal combustion engines, or parts of motor vehicles of the types covered by Order L-158; (iii) pumps for use as parts of fire fighting equipment of the types covered by Order L-43; (iv) pumps which are farm machinery and equipment as defined in Order L-257; (v) service station type measuring and dispensing pumps; (vi) the following pumps when designed and used solely for heating of building space; condensate return pumps and hot water circulating pumps; (vii) pumps of the sanitary type for milk or egg processing; (viii) pumps ordinarily used for construction contractors' purposes or by construction contractors for dewatering and supply, as defined in Order L-192.

20. *Pressure vessels (including air receivers of all sizes and types).* Any sealed carbon steel or alloy steel vessel or shell designed to withstand internal or external pressure for the purpose of retaining one or more fluids (liquids, gases, or vapors). Excluded are the following types: (i) direct fired vessels, such as boilers; (ii) vessels designed to contain water under pressure for domestic supply; (iii) vessels for transportation; (iv) vessels designed as heat exchangers or enclosures therefor (included in Item 13 of this List A); (v) vessels designed for cooking or preparing food stuffs; (vi) field assembled storage vessels such as spheres and spheroids; (vii) vessels, other than air receivers, with a liquid capacity of less than 30 cubic feet.

21. *Stationary steam engines.* Any steam engine not designed for use in locomotives or other equipment used for transportation purposes, not marine.

22. *Wire working machinery.* Any new machine or equipment having a value of more than $100 designed to cut, form, or fabricate any product from wire. Excluded are rubber covering machines, strainers and stoppers, vulcanizers of all types, and wire tying machines.

23. *Insulation blowing machines.* Any machine or device designed to blow insulating materials of any kind into the walls, ceiling or other part of a building or other structure to insulate it against heat transfer.

24. *Electroplating and anodizing equipment.* "Electroplating equipment" means any of the following equipment intended to be used in the process of depositing metal by means of a solution and an electric current (except equipment for electrolytic refining of metals): Rinse tanks, acid dip tanks, plating tanks, cleaner tanks, spray tanks, linings for tanks, anode and cathode rods, racks and other forms for holding cathodes, motor-generator sets, generators, rectifiers, panel boards, individual plating barrels, automatic or semi-automatic barrel plating machines, semi-automatic plating machines, full automatic plating machines, buffing lathes, degreasers, washing machines, temperature controllers and regulators, meters, controls and recording instruments, ball anode containers, tank rheostats, cathode agitators, voltage regulators, plating baskets, filters and filter presses, dryers, tumbling barrels, and ventilating equipment.

"Anodizing equipment" means any of the following equipment intended to be used in the electrochemical treatment of the surface of any metal to produce a corrosion-resistant film on the surface of the metal: cleaner tanks, rinse tanks, anodizing tanks, chrome dip tanks, dye tanks, linings for tanks, anode and cathode rods, racks, motor-generator sets, generators, rectifiers, tank rheostats, panel boards, automatic anodizing machines, temperature controllers and regulators, baskets, meters, control and recording instruments, voltage regulators, and ventilating equipment.

[Interpretations 1, 2 and 3 to Limitation Order L-123 revoked February 28, 1944]

[F. R. Doc. 44-10427; Filed, July 14, 1944; 11:02 a. m.]

PART 3293—CHEMICALS

[General Preference Order M-12, Direction 1]

COTTON LINTERS AND HULL FIBRE

The following direction is issued pursuant to § 3293.36 *General Preference Order M-12:*

(a) Each cottonseed oil mill which produced first cut and second cut cotton linters during the 1943-44 season shall produce first cut and second cut cotton linters from all cottonseed which it delints on and after August 1, 1944. Of these linters the mill shall produce not less than 80% as clean second cut cotton linters and shall deliver its entire production of second cut cotton linters acceptable for chemical use to Commodity Credit Corporation.

(b) Each cottonseed oil mill which produced mill run cotton linters during the 1943-44 season shall produce mill run cotton linters from all cottonseed which it delints on and after August 1, 1944 and shall deliver a quantity of clean mill run cotton linters acceptable for chemical use to Commodity Credit Corporation equal to 80% of its total production. However, any mill producing mill run cotton linters may, at any time, change its production to first cut and second cut cotton linters, in which case the mill shall produce not less than 80% as clean second cut cotton linters and shall deliver its entire production of second cut cotton linters acceptable for chemical use to Commodity Credit Corporation.

(c) Deliveries of cotton linters to Commodity Credit Corporation under this direction shall be made only in carlots. Any less-carlot balance remaining is exempt from this direction.

(d) In the case of mills producing hull fibre the quantity of cotton linters to be produced and delivered to Commodity Credit Corporation for chemical use shall be reduced by the amount of acceptable chemical quality hull fibre produced from cottonseed hulls obtained from cottonseed crushed in their own mills. Disposition of hull fibre is controlled by Order M-12 (paragraph (b) (2)).

(e) Previous directions under Order M-12 are cancelled. This direction shall take effect August 1, 1944 and shall remain in effect until further notice.

Issued this 14th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10428; Filed, July 14, 1944; 11:02 a. m.]

Chapter XI—Office of Price Administration

PART 1499—COMMODITIES AND SERVICES

[Order 61 Under 3 (b), Amdt. 1]

FABRICATED STRUCTURAL STEEL SHAPES, ETC.

For reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to and under the authority vested in the Administrator by the Emergency Price Control Act of 1942, as amended, and § 1499.3 (b) of the General Maximum Price Regulation, it is ordered.

Order 61 under § 1499.3 (b) of the General Maximum Price Regulation is amended in the following respects:

1. Paragraph (b), (c) and (d) of § 1499.275 are redesignated (c), (d) and (e), respectively.

2. A new § 1499.275 (b) is added to read as follows:

(b) Any person who proposes to sell fabricated structural steel shapes, fabricated steel plates and bars or the service of fabricating such shapes, plates and bars and who is unable to determine a maximum price under § 1499.2 of the General Maximum Price Regulation or paragraph (a) of this order because he

did not sell such material or service during March, 1942, may apply to the Iron and Steel Branch, Office of Price Administration, Washington, D. C., for the establishment of a price determining method. Such application may be by letter and shall be filed before any sales or offers to sell are made. The applicant shall set forth a full description of the commodities, structures or services he intends to sell and a proposed price determining method resulting in maximum prices in line with those otherwise established by the General Maximum Price Regulation or this order. The Office of Price Administration may approve, approve upon condition, adjust or disapprove the application. Unless action is taken within thirty days of the receipt of an application, the proposed price determining method set forth by the applicant shall be deemed to have been approved. Any price determining method established under this paragraph may be revoked or modified by the Office of Price Administration at any time.

This Amendment 1 shall become effective July 13, 1944.

Issued this 12th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10266; Filed, July 12, 1944; 11:33 a. m.]

PART 1314—RAW MATERIALS FOR SHOES AND OTHER LEATHER PRODUCTS

[MPR 145,[1] Amdt. 7]

PICKLED SHEEPSKINS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 1314.161 (a) (5) is hereby revoked.

This amendment shall become effective July 19, 1944.

Issued this 14th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10460; Filed, July 14, 1944; 11:58 a. m.]

PART 1314—RAW MATERIALS FOR SHOES AND OTHER LEATHER PRODUCTS

[MPR 357,[2] Amdt. 2]

INDIA-TANNED GOATSKINS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 4 (a) is amended by deleting that part of the third sentence commencing with the words "but in no case higher" so that the sentence shall read "All costs of transportation to the United States are included except that marine and war risk insurance may be added to the extent actually incurred."

This amendment shall become effective July 19, 1944.

Issued this 14th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10457; Filed, July 14, 1944; 11:58 a. m.]

PART 1314—RAW MATERIALS FOR SHOES AND OTHER LEATHER PRODUCTS

[RPS 61,[1] Amdt. 2]

LEATHER

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

The last sentence in § 1314.52 is amended to read:

For each 2 per cent of the total invoice cost so paid for war risk and marine insurance over 2 per cent of the total invoice cost of such class of hides and skins received during said preceding three months, an amount equal to 1 per cent of the maximum price may be added: *Provided,* That where a seller's maximum price is so increased, the invoice or similar document delivered to the purchaser shall show separately the amount of such increases.

This amendment shall become effective July 19, 1944.

Issued this 14th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10458; Filed, July 14, 1944; 11:59 a. m.]

PART 1330—CONTAINERS

[MPR 151,[2] Amdt. 4]

NEW BAGS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation 151 is amended in the following respects:

1. In § 1330.162 (b) (1) (i), subdivision (2) under the undesignated paragraph beginning "In all other cases delivered cost of the burlap" is amended to read as follows:

(2) War risk insurance in excess of 2½% based on an insured valuation not in excess of the price referred to in (*1*), above; plus

2. Section 1330.174 (a) (6) (i) (*b*) is amended to read as follows:

(*b*) War risk insurance in excess of 2½% based on an insured valuation not in excess of the price referred to in (*a*), above; and

This amendment shall become effective July 19, 1944.

Issued this 14th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10456; Filed, July 14, 1944; 11:58 a. m.]

PART 1339—BURLAP AND BURLAP PRODUCTS

[RPS 18,[1] Amdt. 5]

BURLAP

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 1339.11 (b) (2) is hereby revoked.

This amendment shall become effective July 19, 1944.

Issued this 14th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10461; Filed, July 14, 1944; 11:57 a. m.]

PART 1347—PAPER, PAPER PRODUCTS, RAW MATERIALS FOR PAPER AND PAPER PRODUCTS, PRINTING AND PUBLISHING

[MPR 307,[2] Amdt. 8]

WAXED PAPERS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation 307 is amended in the following respect:

Section 1347.607 is amended to read as follows:

§ 1347.607 *Petitions for amendment and applications for adjustment*—(a) *Petitions for amendment.* (1) Any person seeking an amendment of any provision of this Maximum Price Regulation No. 307 may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1,[1] issued by the Office of Price Administration.

(b) *Applications for adjustment.* (1) The Price Administrator may adjust the maximum prices established under this regulation for any commodity in any case in which he finds that the manufacturer suffers substantial hardship which renders him unable to maintain his production of that commodity at that price, and that either—

(i) Continuance of the manufacturer's production of that commodity is required to meet a military or essential civilian need, or

(ii) Loss of the manufacturer's production of that commodity will force his customers to resort to higher priced sources of supply, and that no adequate substitute for that commodity is available at a price equal to or lower than the adjusted maximum price which he requests.

(2) *Amount of relief.* The relief granted under this paragraph (b) shall be limited to the amount necessary to insure the maintenance of the manufacturer's production: *Provided,* however, That where an application is filed under paragraph (b) (1) (ii) above, the manufacturer's maximum price will not be raised above the general level of prices prevailing for alternative sources of supply of the commodity or an adequate substitute therefor.

(3) *Form of application.* Applications for adjustment under this paragraph (b) shall be filed in accordance with Revised Procedural Regulation No. 1,[1] issued by the Office of Price Administration.

This amendment shall become effective July 19, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 14th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10453; Filed, July 14, 1944; 12:01 p. m.]

PART 1347—PAPER, PAPER PRODUCTS, RAW MATERIALS FOR PAPER AND PAPER PRODUCTS, PRINTING AND PUBLISHING

[MPR 529,[2] Amdt. 2]

SECOND HAND PAPERBOARD SHIPPING CONTAINERS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation 529 is amended in the following respects:

1. In Appendix A, paragraph (a) is amended to read as follows:

(a) The following prices apply only to sales and deliveries of second hand paperboard shipping containers as defined in section 1.

Description:	*Maximum prices per cwt.*
Repairable	[1] $1.75
Reusable—unsorted	2.25
Reusable or reconditioned—sorted by original user's name—applicable to sales by dealers or emptiers to original users only	[1] 3.50
Reusable or reconditioned—sorted by size—applicable to sales by dealers only	[1] 3.75
Reusable or reconditioned—sorted by size and brand name—applicable to sales by dealers or emptiers to original users only	[1] 4.00
Reusable or reconditioned—all other sales	2.25

[1] If the delivered price per cwt. translated into a price per container shall be less than 5¢, the maximum delivered price for each container in the shipment shall be 5¢. If sales of such container are made f. o. b. seller's premises, the maximum price shall be 4¾¢ per container. When sales are made in accordance with the provisions of this footnote 1, no additional charge may be made for sales of containers in lots of less than 100.

Where reusable or reconditioned second hand paperboard shipping containers are sold by dealers on a weight basis in lots of less than 100 containers 95¢ per cwt. may be added to the price established above for such containers sorted by size or by original user's name and $1.00 per cwt. may be added to the price established above for such containers sorted by size and by brand name.

2. In Appendix A, paragraph (c) is amended to read as follows:

(c) If the weight of any such delivery contains 5% or less of waste paper, including any used containers which have an outside tear or hole in the fibre, then the total weight may be treated as a delivery of second hand paperboard shipping containers. If, however, the weight of any such delivery contains more than 5% of waste paper, including any used containers which have an outside tear or hole in the fibre, then the charge for the entire shipment shall not exceed the appropriate maximum price established under this regulation, applied only to the actual weight of second hand paperboard shipping containers in such shipment.

This amendment shall become effective July 19, 1944.

Issued this 14th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10451; Filed, July 14, 1944; 12:01 p. m.]

PART 1351—FOOD AND FOOD PRODUCTS

[MPR 422,[1] Amdt. 21]

CEILING PRICES OF CERTAIN FOODS SOLD AT RETAIL IN GROUP 3 AND GROUP 4 STORES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation 422 is amended in the following respects:

1. In section 39 (a), the item "Peaches" is added in alphabetical order to list (2) in Table B–II to read as follows:

TABLE B—MARK-UPS OVER "NET COST" ALLOWED TO GROUP 3 AND GROUP 4 RETAILERS FOR PERISHABLES COVERED BY THIS REGULATION BY COMMODITIES

II. Food commodities	Allowed dollars-and-cents mark-ups per "selling unit"		"Selling unit" in which ceiling price must be calculated
	Group 3. Retailer other than independent with annual volume under $250,000	Group 4. Any retailer with annual volume of $250,000 or more	
(2) Fresh fruits: Peaches.	*Cents* 3½	*Cents* 3½	1 pound.

[1] 9 F.R. 5656, 6828, 6951, 7339, 7520.

2. In section 39 (b) (2) the following definition is added in alphabetical order:

"Peaches" means all varieties of fresh peaches including, but not limited to, Carmen, Early Rose, Triumph, Cumberland, Elberta, Eclipse, and Salway. Each variety shall be considered a separate item and priced separately.

This amendment shall become effective July 20, 1944.

Issued this 14th day of July 1944.

CHESTER BOWLES,
Administrator.

Approved July 5, 1944.

GROVER B. HILL,
Acting War Food Administrator.

[F. R. Doc. 44-10463; Filed, July 14, 1944; 11:57 a. m.]

PART 1351—FOOD AND FOOD PRODUCTS

[MPR 423,[1] Amdt. 22]

CEILING PRICES OF CERTAIN FOODS SOLD AT RETAIL IN INDEPENDENT STORES DOING AN ANNUAL BUSINESS OF LESS THAN $250,000 (GROUP 1 AND GROUP 2 STORES)

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation 423 is amended in the following respects:

1. In section 28 (a), the item "Peaches" is added in alphabetical order to list (2) in Table B–II to read as follows:

TABLE B—MARK-UPS OVER "NET COST" ALLOWED TO GROUP 1 AND GROUP 2 RETAILERS FOR PERISHABLES COVERED BY THIS REGULATION BY COMMODITIES

II. Food commodities	Allowed dollars-and-cents mark-ups per "selling unit." Independent retailers with annual volumes		"Selling unit" in which ceiling price must be calculated
	Group 1. Under $50,000	Group 2. $50,000 but less than $250,000	
(2) Fresh fruits: Peaches	*Cents* 4	*Cents* 4	1 pound.

2. In section 28 (b) (2) the following definition is added in alphabetical order:

"Peaches" means all varieties of fresh peaches including, but not limited to, Carmen, Early Rose, Triumph, Cumberland, Elberta, Eclipse, and Salway. Each variety shall be considered a separate item and priced separately.

This amendment shall become effective July 20, 1944.

Issued this 14th day of July 1944.

CHESTER BOWLES,
Administrator.

Approved: July 5, 1944.

GROVER B. HILL,
Acting War Food Administrator.

[F. R. Doc. 44-10462; Filed, July 14, 1944; 11:57 a. m.]

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[1] 9 F.R. 5671, 6829, 7340, 7520.

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*Copies may be obtained from the Office of Price Administration.

[1] 7 F.R. 3746, 3889, 5771, 5835, 8948, 11074; 8 F.R. 5724; 9 F.R. 1595.

[2] 8 F.R. 4474, 15744; 9 F.R. 1905.

[1] 7 F.R. 1321, 1637, 2000, 2132, 2631, 8948, 9614; 8 F.R. 973.

[2] 7 F.R. 3893, 4667, 7911, 8948; 8 F.R. 14787.

[1] 7 F.R. 1241, 1600, 1836, 2000, 2132, 5138, 7435, 8948; 8 F.R. 14311.

[2] 8 F.R. 1389, 2335, 17484; 9 F.R. 945.

[1] 9 F.R. 5791.

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 4438, 6232.

[2] 9 F.R. 5791.

PART 1351—FOOD AND FOOD PRODUCTS

[RPS 51,[1] Amdt. 6]

COCOA BEANS AND COCOA BUTTER

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 1351.59 (b) (2) is amended to read as follows:

(2) Warehouse storage charges for not more than 90 days.

This Amendment No. 6 shall become effective July 19, 1944.

Issued this 14th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10455; Filed, July 14, 1944; 11:58 a. m.]

PART 1364—FRESH, CURED AND CANNED MEAT AND FISH PRODUCTS

[RMPR 156]

CANNED MEAT

Maximum Price Regulation No. 156 is redesignated Revised Maximum Price Regulation No. 156 and is revised and amended as set forth herein.

A statement of the considerations involved in the issuance of this Revised Maximum Price Regulation No. 156 has been issued simultaneously herewith and filed with the Division of the Federal Register.*

So far as practicable, the Price Administrator has advised and consulted with representative members of the industry which will be affected by this regulation. In the judgment of the Price Administrator, the maximum prices established by this revised maximum price regulation are and will be generally fair and equitable, and comply with the requirements of Section 3 and the other requirements of the Emergency Price Control Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, and will effectuate the purposes of said Act and Executive Orders.

Insofar as this regulation uses specifications and standards which were not, prior to such use, in general use in the trade or industry affected, or insofar as their use was not lawfully required by another Government agency, the Administrator has determined, with respect to such standardization, that no practicable alternative exists for securing effective price control with respect to the commodities subject to this regulation.

§ 1364.356 *Maximum prices for canned meat.* Under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, Executive Orders Nos. 9250 and 9238, Revised Maximum Price Regulation No. 156 (Canned meat), which is annexed hereto and made a part hereof, is hereby issued.

AUTHORITY: Secs. 1 to 14 incl. (§ 1364.356) issued under Pub. Laws 421 and 729, 77th Cong.; and Pub. Laws 151 and 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

REVISED MAXIMUM PRICE REGULATION NO. 156—CANNED MEAT

ARTICLE I—GENERAL PROVISIONS

Sec.

1. What this regulation does.
2. Regulations superseded by this regulation.
3. Compliance with this regulation.
4. Petitions for amendment.
5. Adjustable pricing.
6. Records, reports, and notification.

ARTICLE II—SPECIAL PROVISIONS FOR STERILE CANNED MEAT

7. Ceiling prices of sterile canned meat.
8. Filing of ceiling prices of sterile canned meat; prohibition against selling or delivering sterile canned meat without filing of ceiling prices; ceiling prices for sterile canned meat carrying a new brand name.
9. Applications for ceiling prices which cannot be determined under section 7 or section 8.
10. Adjustment of ceiling prices.

ARTICLE III—SPECIAL PROVISIONS FOR SEMI-STERILE CANNED MEAT

11. Ceiling prices of semi-sterile canned meat.
12. Table of base prices and zone additions.
13. Definitions.

ARTICLE IV—SPECIAL PROVISIONS FOR CANNED MEAT FOR WAR PROCUREMENT AGENCIES PREPARED ACCORDING TO UNITED STATES GOVERNMENT SPECIFICATIONS

14. Ceiling prices for certain canned meat products sold to war procurement agencies.

ARTICLE I—GENERAL PROVISIONS

SECTION 1. *What this regulation does—*(a) *In general.* This regulation fixes ceiling prices on sales of canned meat. "Canned meat" means any canned meat product, not including soup or mincemeat, which is processed in accordance with good commercial practice and packed in hermetically sealed cans or glass jars, for human consumption only, except that pigs feet, bone in or boneless, may be packed in unsealed glass jars containing less than 6½ pounds of product, net weight. The ingredients may include any combination of one or more of the meats, beef, pork, veal, lamb, mutton, goat meat, variety meats and edible by-products described in Maximum Price Regulation No. 398, with or without cereal, vegetables, processed vegetable products, milk products, eggs, or similar substances, including added moisture and spice or seasoning.

(b) *Sales to which this regulation does not apply.* This regulation does not apply:

(1) To sales of canned meat at retail. "Sale at retail" means a sale to an ultimate consumer: *Provided,* That no wholesale, processor, packer, slaughterer, branch house, hotel supply house, purchaser for resale, commercial or industrial user, purveyor, of meals, war procurement agency or other Government agency shall be deemed to be an ultimate consumer, except that a sale to a purveyor of meals by a retailer at least 80 percent of whose sales of meat during the preceding calendar month were made to ultimate consumers shall be deemed a sale at retail.

(2) To sales to civilian buyers by a wholesaler of canned meat subject to Maximum Price Regulation No. 421, Ceiling Prices of Certain Foods Sold at Wholesale.

(3) To sales of canned meat outside of the 48 states of the United States and the District of Columbia.

(4) To export sales of canned meat. The ceiling price at which a person may export canned meat shall be determined in accordance with the provisions of the Second Revised Maximum Export Regulation issued by the Office of Price Administration.

(5) To sales to war procurement agencies of canned meat subject to Revised Maximum Price Regulation No. 148. "War procurement agencies" include the War Department, the Navy Department, the United States Maritime Commission, the Lend-lease Section of the Procurement Division of the Treasury Department, the Marine Corps, the Coast Guard, the War Shipping Administration, or any agency of the foregoing.

(6) To sales of imported canned ham subject to Revised Maximum Price Regulation No. 148.

(7) To sales of canned meat, ceiling prices for which have been established prior to the effective date of this regulation by individual orders issued under the General Maximum Price Regulation, Revised Maximum Price Regulation No. 148, Revised Maximum Price Regulation No. 169 and Maximum Price Regulation No. 262: *Provided,* That such orders are not revoked.

(8) To sales to war procurement agencies of canned meat excepted from the General Maximum Price Regulation by Revised Supplementary Regulation No. 1 and not covered by any other regulation.

(9) To sales of canned sliced dried beef subject to Revised Maximum Price Regulation No. 169.

SEC. 2. *Regulations superseded by this regulation.* The provisions of this regulation supersede the provisions of the General Maximum Price Regulation, Revised Maximum Price Regulation No. 148, Revised Maximum Price Regulation No. 169 and Maximum Price Regulation No. 262 with respect to sales of canned meat covered by this regulation.

SEC. 3. *Compliance with this regulation—*(a) *Prohibition against selling or buying canned meat above ceiling prices.* On and after the effective date of this regulation, regardless of any contract, agreement or other obligation, no person shall sell or deliver any canned meat, and no person in the course of trade or business shall buy or receive any canned meat at a price higher than the ceiling price fixed by this regulation for such canned meat, and no person shall agree, offer, solicit or attempt to do any of the foregoing.

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 2335, 5633, 14216.

"Person" as used in this regulation means any individual, corporation, partnership, association or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing: *Provided,* That no punishment provided by this regulation shall apply to the United States or to any such government, political subdivision or agency.

(b) *Prohibition against indirect evasion of the price limitations or other provisions of this regulation.* No person shall evade directly or indirectly the price limitations or other provisions of this regulation.

No person shall require a purchaser to buy any other product as a condition of selling the purchased canned meat.

No payments, commissions or allowances shall be made by the buyer or received by the seller for any service or charge not provided for in this regulation.

Without being considered an evasion of the price limitations of this regulation, a change may be made in the formula of a canned meat product not priced under section 11 (a) or (b) which varies the amounts of particular meat ingredients without changing the total quantity of meat ingredients or adding a new meat ingredient: *Provided,* That a change in formula is made necessary by the unavailability of a sufficient quantity of a particular meat ingredient and that the order of predominance by weight of the meat ingredients is not changed and the amount of any meat ingredient is not changed by more than 10 percent in a sterile canned meat product or more than 5 percent in a semi-sterile canned meat product.

The change in the formula of a canned meat product permitted by the preceding paragraph does not refer to a change in a new formula permitted to be established by the preceding paragraph.

(c) *Licensing.* The provisions of Licensing Order No. 1, licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation or schedule. A seller's license may be suspended for violations of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

(d) *Penalties for violating provisions of this regulation.* On and after the effective date of this regulation, any person violating any provision of this regulation is subject to the criminal penalties, civil enforcement actions, suits for treble damages and proceedings for suspension of licenses provided by the Emergency Price Control Act of 1942, as amended.

SEC. 4. *Petitions for amendment.* Any person seeking an amendment of any provision of this Revised Maximum Price Regulation No. 156 may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1, issued by the Office of Price Administration.

SEC. 5. *Adjustable pricing.* Any person may agree to sell at a price which can be increased up to the ceiling price in effect at the time of delivery; but no person may, unless authorized by the Price Administrator, deliver or agree to deliver at prices to be adjusted upward in accordance with action taken by the Price Administrator after delivery. Such authorization may be given when a request for a change in the applicable ceiling price is pending, but only if the authorization is necessary to promote distribution or production and if it will not interfere with the purposes of the Emergency Price Control Act of 1942, as amended.

SEC. 6. *Records, reports and notification—*(a) *Current records.* On and after the effective date of this regulation every person making a sale of canned meat subject to this regulation, and every person making a purchase in the course of trade or business of canned meat subject to this regulation, shall keep for inspection by the Office of Price Administration for so long as the Emergency Price Control Act of 1942, as amended, remains in effect, a record of each such sale or purchase, showing the date thereof, the name and address of the seller and buyer, the description, including size of glass or tin container, and the quantity of canned meat sold or purchased and the price charged and received or paid therefor.

(b) *Future records and reports.* Such person shall, subject to the approval of the Bureau of the Budget in accordance with the Federal Reports Act of 1942, submit such reports to the Office of Price Administration and keep such other records in addition to, or in place of, the records required in paragraph (a) of this section, as the Office of Price Administration may from time to time require.

(c) *Notification to buyers of new ceiling prices.* With the first delivery of each brand, type and container size of canned meat priced under this regulation, the seller shall supply each wholesaler and retailer who purchases from him with a written notice of the following form:

(Insert date)

NOTICE TO WHOLESALERS AND RETAILERS

Our OPA ceiling price for (describe item by brand, type and container size) has been changed by the Office of Price Administration. We are required to inform you that if you are a wholesaler or retailer pricing this item under Maximum Price Regulation No. 421, 422 or 423, you must refigure your ceiling price for this item pursuant to section 6 of Maximum Price Regulation No. 421, 422 or 423, whichever is applicable to you. You must refigure your ceiling price on the first delivery of this item to you containing this notification.

For a period of 60 days after first determining his ceiling price under this regulation, and with the first shipment after the 60-day period to each person who has not made a purchase within that time, the seller shall supply the written notice set forth above by attaching it to, or stating it on, the invoice covering the shipment.

ARTICLE II—SPECIAL PROVISIONS FOR STERILE CANNED MEAT

SEC. 7. *Ceiling prices of sterile canned meat—*(a) *Ceiling prices of sterile canned meat to be determined in accordance with provisions of this section.* Ceiling prices of sterile canned meat shall be computed as provided in this section.

"Sterile canned meat" means canned meat which has been commercially sterilized and packed in a hermetically sealed container and needs no refrigeration while remaining in the sealed container.

(b) *Computation of ceiling prices of sterile canned meat.* The ceiling prices for each brand, type and container size of sterile canned meat shall be computed as follows:

(1) A person making sales or deliveries of sterile canned meat subject to this regulation shall first figure a weighted average of all his ceiling prices for each brand, type and container size of sterile canned meat in effect immediately preceding the effective date of this regulation. The "weighted average price" for each item shall be figured for each price zone customarily used by such person or for each price zone as defined in section 13 (a), at such person's option.

The "weighted average price" for each item in each price zone shall be figured as follows:

(i) In each zone such person shall figure the total volume of sales or deliveries of such item at each sales outlet during January, 1942, or February, 1942 if no sales or deliveries of the particular item at a particular outlet were made in January, 1942, and then add together the volumes of sales of each such item during the period specified to find the total volume of sales of each item during such period in each zone.

Example: In Zone 1, if a person sold during January, 1942, 24 dozen of 4 oz. S. C. Vienna sausage at Sioux City, Iowa, 48 dozen at Indianapolis, Indiana, and 36 dozen at Columbus, Ohio, his volume of sales of this item would be 72 pounds at Sioux City, Iowa, 144 pounds at Indianapolis, Indiana, and 108 pounds at Columbus, Ohio. These sums added together give 324 pounds or 108 dozen cans as the total volume of sales of Vienna sausage in Zone 1.

(ii) In each zone, by using the ceiling prices in effect immediately preceding the effective date of this regulation, such person shall figure the ceiling price value of the total volume of sales or deliveries of each item at each sales outlet as found by following subdivision (i) above, and then add together the ceiling price values for the volumes of sales of each such item to find the total ceiling price value of the total volume of sales or deliveries of each item in each zone as found by following paragraph (i) above.

Example: In Zone 1, if a person's ceiling price in effect immediately preceding the effective date of this regulation for 4 oz. S. C. Vienna sausage at Sioux City, Iowa, is $1.40 per dozen cans; at Indianapolis, Indiana, $1.35 per dozen cans; and at Columbus, Ohio, $1.30 per dozen cans, his ceiling price value for 24 dozen cans or 72 pounds at Sioux City, Iowa, would be $33.60, his ceiling price value for 48 dozen cans or 144 pounds at Indianapolis, Indiana, would be $64.80, and his ceiling price value for 36 dozen cans or 108 pounds at Columbus, Ohio, would be $46.80.

These sums added together give $145.20 as the ceiling price value for 324 pounds or 108 dozen cans of 4 oz. S. C. Vienna sausage in Zone 1.

(iii) Such person shall divide the total ceiling price value for the total volume of sales or deliveries of each item for each zone as found by following subdivision (ii) above by the total volume of sales or deliveries of such item for such zone as found by following subdivision (i) above. The result will give a "weighted average price" for each item in each zone. The "weighted average price shall be rounded to the nearest ½ cent per dozen basis or to the nearest 25 cents per hundredweight basis.

Example: Using the results found in the examples under subdivisions (i) and (ii) above, $145.20, the total ceiling price value, divided by 108 (dozen cans) or 324 (pounds), the volume of sales, gives $1.3450 ($1.3444) as the "weighted average price" per dozen cans of 4 oz. S. C. Vienna sausage or $0.4475 ($0.4481) as the "weighted average price" per pound in Zone 1.

(2) (i) The "weighted average price" in each zone for each brand, type and container size of sterile canned meat heretofore priced under Revised Maximum Price Regulation No. 169 shall be the ceiling price under this regulation for such brand, type and container size of sterile canned meat at the delivery point in such zone: *Provided*, That a person making sales or deliveries of such sterile canned meat subject to this regulation shall continue to allow all the deductions or discounts which were customary during the 90-day period prior to March 9, 1942.

The canned meat products referred to in this paragraph (b) (2) (i) of section 7 consist of all-beef canned meat products and sausage containing any proportion of beef and veal, the original ceiling prices of which under Revised Maximum Price Regulation No. 169 were reduced pursuant to § 1364.476 (1) which was added by Amendment No. 15 to that regulation.

(ii) The "weighted average price" in each zone for each brand, type and container size of corned beef hash and chili con carne (with or without beans) shall be the ceiling price under this regulation for such brand, type and container size of such sterile canned meat at the delivery point in such zone: *Provided*, That a person making sales or deliveries of such sterile canned meat subject to this regulation shall continue to allow all the deductions or discounts which were customary during the 90-day period prior to March 9, 1942.

(3) For each brand, type and container size of sterile canned meat other than that priced under paragraph (b) (2) of this section 7, a person making sales or deliveries of such sterile canned meat subject to this regulation

(i) Shall take the "weighted average price" for each zone as determined under paragraph (b) (1) (iii) of this section and determine the weighted average price for 100 pounds of such product.

Example: Using the result in the example under paragraph (b) (1) (iii) of this section, the "weighted average price" of $1.3450 per dozen cans of 4 oz. S. C. Vienna sausage or $0.4475 per pound will give a "weighted average price" of $44.75 for 100 pounds of this product.

(ii) Shall determine the amount of each meat ingredient not including variety meats and edible by-products described in Maximum Price Regulation No. 398, contained in 100 pounds of such finished product.

Example: Taking the formula for the S. C. Vienna sausage used in the examples above, assume that 60 pounds of cutter and canner boneless processing beef and 40 pounds of regular pork trimmings are contained in 100 pounds of such Vienna sausage.

(iii) Shall determine the cost of each meat ingredient, not including variety meats and edible by-products described in Maximum Price Regulation No. 398, contained in 100 pounds of such finished product. The cost of pork shall be considered to be the applicable price or prices listed in Schedule I of § 1364.35 of Revised Maximum Price Regulation No. 148 as established by Amendment No. 5 to that regulation. The cost of beef and veal shall be considered to be the applicable Zone 4 price or prices listed in §1364.452, Schedule I, and § 1364.467, Schedule IV, respectively of Revised Maximum Price Regulation No. 169 as established by Amendment No. 15 to that regulation. The cost of lamb and mutton shall be considered to be the applicable price or prices listed in § 1364.177, Appendix B of Revised Maximum Price Regulation No. 239 as established by Amendment No. 4 to that regulation.

Example: Using the result obtained in the example under subdivision (ii) above, the cost of 60 pounds of cutter and canner boneless processing beef would be $9.90. This sum is obtained by taking the Zone 4 price of cutter and canner boneless processing beef in § 1364.452, Schedule I, of Revised Maximum Price Regulation No. 169 as established by Amendment No. 15, which is $16.50 per hundredweight. This price per hundredweight makes $0.1650 as the price per pound. This figure multiplied by 60 gives $9.90 as the cost of 60 pounds. The cost of 40 pounds of regular pork trimmings would be $7.20. This sum is obtained by taking the price of regular pork trimmings in Schedule I of § 1364.35 of Revised Maximum Price Regulation No. 148 as established by Amendment No. 5, which is $18.00 per hundredweight. This price per hundredweight makes $0.1800 as the price per pound. This figure multiplied by 40 gives $7.20 as the cost of 40 pounds.

(iv) Shall compute an amount which is 10 percent of the total cost of the meat ingredients determined under subdivision (iii) above.

Example: The total cost of the meat ingredients of S. C. Vienna sausage determined under subdivision (iii) above is $9.90 plus $7.20 which gives $17.10. 10 percent of $17.10 is $1.71.

(v) Shall subtract from the figure obtained in subdivision (i) above the figure obtained in subdivision (iv) above, and use the result to determine the "adjusted weighted average price" for the unit of weight of the sterile canned meat product started with in making the computation in subdivision (i) above. The "adjusted weighted average price" shall be rounded to the nearest ½ cent per dozen basis or to the nearest 25 cents per hundredweight basis.

Example: The figure obtained in the example under subdivision (i) above is $44.75. The figure obtained in the example under subdivision (iv) above is $1.71. The latter figure is subtracted from the former which gives $43.04. Rounding this figure to the nearest 25 cents gives $43.00, the "adjusted weighted average price" for 100 pounds of S. C. Vienna sausage in Zone 1. The "adjusted weighted average price" per pound would be $0.4300. The "adjusted weighted average price" for three pounds or 1 dozen 4 oz. cans would be 3 times $0.4300 which gives $1.2900. The "adjusted weighted average price" per dozen cans of 4 oz. S. C. Vienna sausage in Zone 1 is $1.2900.

(4) The "adjusted weighted average price" in each zone for each brand, type and container size of sterile canned meat other than that priced under paragraph (b) (2) of this section shall be the ceiling price under this regulation for such brand, type and container size of sterile canned meat at the delivery point in such zone: *Provided*, That a person making sales or deliveries of such sterile canned meat subject to this regulation shall continue to allow all the deductions or discounts which were customary during the 90-day period prior to March 9, 1942.

SEC. 8. *Filing of ceiling prices of sterile canned meat; prohibition against selling or delivering sterile canned meat without filing of ceiling prices; ceiling prices for sterile canned meat carrying a new brand name*—(a) *Filing of ceiling prices of sterile canned meat.* Not later than seven days after the effective date of this regulation each person making sales or deliveries of sterile canned meat subject to this regulation shall file with the Office of Price Administration of Washington, D. C.:

(1) A copy of his ceiling prices under this regulation in each zone for each brand, type and container size of sterile canned meat determined in accordance with the provisions of section 7, together with a statement enumerating customary discounts or deductions applicable to such ceiling prices.

(2) A copy of the zones used by such person.

(3) A copy of the computations required by section 7 (b) (1) and section 7 (b) (3), showing each step in the computations as required by section 7 (b) (1) (i), (ii), and (iii) and section 7 (b) (3) (i), (ii), (iii), (iv) and (v).

(4) A copy of the ingredient formula for each brand, type and container size of sterile canned meat priced under this regulation.

(5) Two copies of the label used by such person for each brand, type and container size of sterile canned meat priced under this regulation.

(b) *Prohibition against selling or delivering sterile canned meat without filing of ceiling prices.* On and after the eighth day following the effective date of this regulation, no person shall sell or deliver any sterile canned meat for which ceiling prices are fixed under section 7, until such person has filed with the Office of Price Administration at Washington, D. C., the information with respect to such sterile canned meat required to be filed by paragraph (a) of this section 8. If the information required to be filed by this section is mailed to the Office of Price Administration at Washington, D. C., it shall be sent by registered mail. Material shall not be considered filed until it has been received by the Office of Price Administration at Washington, D. C.

(c) *Ceiling prices for sterile canned meat carrying a new brand name.* If a person sells a brand, type and container size of sterile canned meat subject to this regulation for which such person has no ceiling price under section 7 and such sterile canned meat differs from a brand, type and container size of sterile canned meat for which such person has a ceiling price under section 7 only in the brand name used, the ceiling price for such brand, type and container size of sterile canned meat for which such person has no ceiling price under section 7 shall be the same as the ceiling price for such brand, type and container size of sterile canned meat for which such person has a ceiling price under section 7 at the delivery point in the same zone: *Provided*, That no person shall sell or deliver any sterile canned meat for which a ceiling price is established by this paragraph until such person has filed with the Office of Price Administration, Washington, D. C., two copies of the label to be used on such sterile canned meat together with a statement as to the brand, type and container size of sterile canned meat priced under section 7 with which the sterile canned meat priced under this paragraph differs only in the brand name used.

SEC. 9. *Ceiling prices of sterile canned meat which cannot be determined under section 7 or section 8*—(a) *Applications for ceiling prices.* If the ceiling price for any brand, type and container size of sterile canned meat cannot be determined under section 7 or section 8, a person desiring to sell such sterile canned meat shall file with the Office of Price Administration, Washington, D. C., an application for a ceiling price. Such person shall set forth in the application:

(1) A description of the sterile canned meat product including brand name to be used, if any, type of container and container size for which a price is sought;

(2) A breakdown of costs of the sterile canned meat product for which a ceiling price is sought; and

(3) The specific desired ceiling price to each class of purchasers in each zone as described in section 13 (a) of this regulation or in each zone customarily used by such person, including a statement regarding any discounts or deductions which are to be applicable to the requested ceiling price.

The information required by subparagraphs (1), (2) and (3) above shall be set forth in accordance with Price Application Form for Canned Meat, OPA Form 636–927 which is set out at the end of this section 9.[1] This form may be reproduced by you.

(b) *Authorization of ceiling prices and selling prior to such authorization.* Upon receipt of the application, the Price Administrator will authorize a ceiling price for the applicant. If a ceiling price has not been authorized by the Price Administrator within 30 days after his receipt of the application, the applicant may make sales and deliveries at the requested ceiling price until written authorization of a ceiling price has been made, provided a written notice is first sent by registered mail to the Office of Price Administration, Washington, D. C., stating that the requested ceiling price is being used pursuant to this paragraph. Prior to such written authorization of a ceiling price or prior to 30 days after receipt by the Office of Price Administration of the application, whichever is sooner, the applicant shall not sell or deliver any sterile canned meat priced under this section 9.

[1] Filed as part of the original document.

SEC. 10. *Adjustment of ceiling prices*—(a) *Adjustment of ceiling prices on the initiative of the Price Administrator.* The ceiling prices determined under section 7, 8 or 9 shall be subject to adjustment at any time by the Price Administrator.

(b) *Applications for price adjustments*—(1) *Who may apply.* Any person subject to this regulation may apply for an increase in his ceiling price of a brand, type and container size of sterile canned meat if his ceiling price (minus transportation costs) under this regulation for such brand type and container size of sterile canned meat is below his total factory costs for such sterile canned meat product.

(2) *Terms of an adjustment.* A price increase under this paragraph (b) will be granted sufficient to cover the total factory costs for such sterile canned meat product: *Provided*, That the ceiling price or prices of some other sterile canned meat product or products of the applicant, produced in substantially the same quantity, shall be reduced in an amount which will equal the amount of the adjustment under this paragraph.

The price adjustments granted under this paragraph (b) may be changed, modified or revoked at any time by the Price Administrator.

(3) *Contents of and procedure for the application for price adjustment.* An application for adjustment under this paragraph (b) shall be filed with the Office of Price Administration, in Washington, D. C., in accordance with Revised Procedural Regulation No. 1.

In addition to other pertinent data, the application for adjustment shall contain the following:

(i) A description of the sterile canned meat product, including brand name used, if any, type of container and container size for which a price adjustment is sought;

(ii) A breakdown of current costs of the sterile canned meat product for which a price adjustment is sought;

(iii) The specific desired ceiling price to each class of purchasers in each zone as described in section 13 (a) of this regulation or in each zone customarily used by the applicant, including a statement regarding any discounts or allowances applicable to the desired ceiling price;

(iv) The total volume of the product for which a price adjustment is sought sold by the applicant during 1941, 1942, 1943 and that part of the year 1944 from January 1 to the date of the application for price adjustment, separately stated for each year; and

(v) The total volume of a canned meat product or products sold by the applicant during 1941, 1942, 1943 and that part of the year 1944 from January 1 to the date of the application for price adjustment, separately stated for each year, and a breakdown of current costs of such canned meat product or products, the ceiling price or prices of which the applicant submits for reduction in accordance with the provisions of this paragraph (b), together with a statement as to the estimated total volume of sales of such product or products during the remainder of the year 1944 and the estimated total volume of sales during the same period of the canned meat product for which a price increase is sought.

The information required in subdivisions (i), (ii) and (iii) above and the current cost information required in subdivision (v) above shall be submitted in accordance with Price Application Form for Canned Meat, OPA Form 636–927 which is set out at the end of section 9. This form may be reproduced by you.

(4) *Time limit for application for price adjustment.* No price adjustment may be granted under this paragraph (b) unless the application requesting a price adjustment is filed within 60 days following the effective date of this regulation.

ARTICLE III—SPECIAL PROVISIONS FOR SEMI-STERILE CANNED MEAT

SEC. 11. *Ceiling prices of semi-sterile canned meat*—(a) *Ceiling prices on deliveries to persons other than retailers of semi-sterile canned meat products given dollar-and-cents prices.* The ceiling price for a delivery to a person other than a retailer of a semi-sterile canned meat product meeting the specifications for such product established by section 13 (b) shall be determined by

(1) Adding to the base price specified for such product in section 12 (a) the zone addition specified in section 12 (b) for a carload delivery, or less-than-carload delivery, whichever is made, for the zone in which actual physical possession of the product is taken by the buyer, and then

(2) Subtracting from the figure obtained by following paragraph (a) (1) above 25 cents per hundredweight if delivery of the product is not made to the buyer at the buyer's place of business.

(b) *Ceiling prices on deliveries to retailers of semi-sterile canned meat products given dollar-and-cents prices.* The ceiling price for a delivery to a retailer of a semi-sterile canned meat product meeting the specifications for such product established by section 13 (b) shall be determined by:

(1) Adding to the base price specified for such product in section 12 (a) the zone addition specified in section 12 (b) for a carload delivery, or less-than-carload delivery, whichever is made, for the zone in which actual physical possession of the product is taken by the buyer, and then

(2) Subtracting from the figure obtained by following paragraph (b) (1) above 25 cents per hundredweight if delivery of the product is not made to the buyer at the buyer's place of business, and then

(3) Adding to the figure obtained by following paragraphs (b) (1) and (b) (2) above, 6 percent of such figure.

(c) *Permitted sales.* All sales under section 11 (a) or (b) shall be delivered sales to the buyer's place of business, except that a sale may be made involving delivery of the product to the buyer at the seller's place of business for transportation in a truck, owned or controlled by the buyer, to the buyer's place of business located in the same zone as the seller's place of business. In the latter type of sale the 25 cents per hundredweight deduction shall be applicable.

(d) *Ceiling prices of semi-sterile canned meat products not given dollar-and-cents prices.* (1) If a person makes a delivery of a semi-sterile canned meat product, other than canned whole ham, which does not meet the minimum specifications of one of the semi-sterile canned meat products set out in section 13 (b), his ceiling price for such delivery shall be determined in accordance with the provisions of section 7, substituting for the purpose of this paragraph (d) (1) the term "semi-sterile canned meat" whenever the term "sterile canned meat" is used in section 7, exclusive of the definition of "sterile canned meat" contained therein.

Semi-sterile canned meat products priced under this section 11 (d) refer to canned meat products which are different from, as well as those which are similar to, the canned meat products described in section 13 (b).

(2) The provisions of sections 8, 9 and 10 shall also be applicable to a product priced under this section 11 (d), substituting for the purposes of this paragraph (d) (2) the term "semi-sterile canned meat" whenever the term "sterile canned meat" is used in sections 8, 9 and 10.

(3) Notwithstanding any other provisions of section 11 (d) the ceiling price of a semi-sterile canned meat product priced under section 11 (d) shall not exceed the ceiling price to the same class of purchasers in the same delivery area of the same general kind of semi-sterile canned meat product priced pursuant to section 11 (a) or (b). (For example, the ceiling price of "spiced luncheon meat" determined under section 11 (d) may not exceed the ceiling price to the same class of purchasers in the same delivery area of "spiced luncheon meat" described in section 13 (b) (4) and priced pursuant to the provisions of section 11 (a) or (b)).

(4) No canned whole ham shall be manufactured for sale, offered for sale, sold or delivered or bought in the course of trade or business, unless such canned ham meets the requirements of canned whole ham as set out in section 13 (b) (2) or section 13 (b) (3).

SEC. 12. *Table of base prices and zone additions*—(a) *Table of base prices.* All prices are on a dollar per hundredweight net weight basis and include packaging or boxing costs.

Item	Base price
(1) Canned whole ham:	
(i) Pear shape, unsmoked (skinless)	$44.50
(ii) Pear shape, smoked (skinless)	44.50
(iii) Pullman, smoked (skinless)	44.50
(iv) Pullman, unsmoked (skinless)	44.50
(v) Polish style (with shank collar)	43.00
(2) Spiced luncheon meat:	
(i) 3 pound size	34.50
(ii) 6 pound size	33.00
(3) Spiced ham:	
(i) 3 pound size	36.00
(ii) 6 pound size	34.50
(4) Pressed ham, boneless, chopped, all sizes	36.00
(5) Pressed pork, boneless, chopped, all sizes	34.50

(b) *Table of zone additions.* All additions are on a dollar per hundredweight net weight basis.

Zone	Carload delivery	Less-than-carload delivery
1	$0.48	$0.72
2	.90	1.20
3	1.20	1.62

SEC. 13. *Definitions*—(a) *General definitions.* (1) "Zone 1" means the area consisting of the following states: Indiana, Illinois, Iowa, Kentucky, Michigan, Ohio and Wisconsin.

(2) "Zone 2" means the area consisting of the following states and the District of Columbia: Alabama, Arkansas, Connecticut, Delaware, Georgia, Kansas, Louisiana, Maine, Maryland, Massachusetts, Minnesota, Missouri, Mississippi, Nebraska, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Vermont, Virginia, West Virginia and the District of Columbia.

(3) "Zone 3" means the area consisting of the following states: Arizona, California, Colorado, Florida, Idaho, Montana, New Mexico, Nevada, Oregon, Texas, Utah, Washington and Wyoming.

(4) "Carload" means:

(i) A shipment by rail to a single delivery point of at least the minimum weight, gross, upon which the railroad carload rate from the point of shipment to the delivery point, as evidenced by the tariffs of railroad carriers, is based: *Provided*, That where the transportation charge for shipment of the lesser weight at the railroad carload rate would be lower than the transportation charge for such a shipment at the railroad less-than-carload rate, such lesser weight shall be considered a carload;

(ii) A shipment by motor truck or trucks to a single delivery point of 22,000 pounds or more, gross weight, as a single bulk sale transaction;

(iii) Any single bulk sale transaction wherein the buyer takes delivery at the seller's place of business of 22,000 pounds or more, gross weight.

(5) "Single delivery point" means a single point at which the shipment is delivered into the possession of the buyer or buyers.

(b) *Product definitions.* (1) "Semi-sterile canned meat" means a canned meat product which does not meet the definition of sterile canned meat.

(2) "Canned whole ham, skinless" means a canned meat product made entirely of ham, which has been cured so that the amount of curing ingredients and moisture added shall not exceed 8 percent. The ham shall be completely skinned, boned, closely trimmed and the remaining fat shall not exceed 3/8 inch in thickness at the greatest depth. Gelatin may be added to each can to solidify the juices.

(3) "Canned whole ham, Polish style" means a canned meat product made entirely of ham, which has been cured so that the amount of curing ingredients and moisture added shall not exceed 8 percent. The ham shall be completely skinned except that such ham may have a shank collar not exceeding 7 percent of the weight of the ham. The ham shall be completely boned, closely trimmed, and the remaining fat shall not exceed 3/8 inch in thickness at the greatest depth. Gelatin may be added to each can to solidify the juices.

(4) "Spiced luncheon meat" means a canned meat product made entirely of pork but not including pork variety meats and edible by-products described in Maximum Price Regulation No. 398; which has a final yield not in excess of 103 percent of the original meat content; and which is packed in either a 3 or 6 pound container.

(5) "Spiced ham" means a canned meat product made entirely of ham; which has a final yield not in excess of 103 percent of the original meat content; and which is packed in either a 3 or 6 pound container.

(6) "Pressed ham, boneless, chopped" means a canned meat product made of ham trimmings containing no more than 15 percent of trimmable fat; which has a final yield not in excess of 103 percent of the original meat content; and which is packed in a 6, 8 or 10 pound container.

(7) "Pressed pork, boneless, chopped" means a canned meat product which contains not less than 80 percent lean picnic trimmings and no more than 20 percent blade meat; which has a final yield not in excess of 103 percent of the original meat content; and which is packed in a 6, 8 or 10 pound container.

ARTICLE IV—SPECIAL PROVISIONS FOR CANNED MEAT FOR WAR PROCUREMENT AGENCIES PREPARED ACCORDING TO UNITED STATES GOVERNMENT SPECIFICATIONS

SEC. 14. *Ceiling prices for certain canned meat products sold to war procurement agencies.* The ceiling price of each of the following canned meat products, prepared according to United States Government specifications for sale or delivery to a war procurement agency shall be the price stated in the price table in this section. All prices are stated f. o. b. the seller's shipping point.

PRICE TABLE

Product	Size of can	Price per dozen cans
1. Vienna sausage:		
(i) Skinless	24 oz.	$6.00
(ii) Sheep casings	24 oz.	6.50
2. Corned beef	6 lb.	26.50
3. Beef and gravy:		
(i) Braised	30 oz.	8.25
(ii) Unbraised	30 oz.	6.60

Effective date. This revised regulation shall become effective August 4, 1944.

NOTE: The record-keeping and reporting requirements of this revised regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 14th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-10450; Filed, July 14, 1944; 11:59 a. m.]

PART 1410—WOOL

[RPS 58,[1] Amdt. 15]

WOOL AND WOOL TOPS AND YARNS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Revised Price Schedule No. 58 is amended in the following respects:

1. Section 1410.51 (b) (2) is amended by deleting the clause beginning with the phrase "*Provided*, That on shipments" and ending with the phrase "an identical shipment:" and by deleting the word "further" in the second proviso.

2. Section 1410.51 (e) (4) is amended by deleting the phrase "on insurance written by the War Shipping Administration".

3. Section 1410.62 (a) (1) (i) is amended by deleting the phrase "on insurance written by the War Shipping Administration".

4. Section 1410.62 (a) (1) (ii) is amended by deleting the phrase "on insurance written by the War Shipping Administration".

5. Section 1410.62 (a) (1) (iii) is amended by deleting the phrase "on insurance written by the War Shipping Administration".

6. Section 1410.65 (a) (3) is amended by deleting the clause beginning with the phrase "*Provided*, That where" and ending with the phrase "so added:" and by deleting the word "further" in the second proviso.

7. Section 1410.65 (c) is amended by placing a period at the end of the phrase "in a grease state" in the fourth sentence of the first unnumbered paragraph and deleting the remainder of that sentence.

8. Section 1410.65 (d) (1) is amended by deleting the clause beginning with the phrase "*Provided*, That where" and ending with the phrase "so added:" and by deleting the word "further" in the second proviso.

9. Section 1410.65 (e) (4) is amended by deleting the clause beginning with the phrase "; except that" and ending with the phrase "so added".

10. Section 1410.65 (f) (4) is amended by deleting the clause beginning with the phrase ", except that" and ending with the phrase "so added".

11. Section 1410.66 (e) is amended by deleting the clause beginning with the phrase ", except that" and ending with the phrase "so added".

This amendment shall become effective July 19, 1944.

Issued this 14th day of July 1944.

JAMES G. ROGERS, JR.,
Acting Administrator.

[F. R. Doc. 44-10459; Filed, July 14, 1944; 11:58 a. m.]

PART 1426—WOOD PRESERVATION AND PRIMARY FOREST PRODUCTS

[2d Rev. MPR 216,[1] Amdt. 4]

EASTERN PRIMARY FOREST PRODUCTS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Second Revised Maximum Price Regulation 216 is amended in the following respects:

1. In section 16, Table 2 is amended to read as follows:

TABLE 2—MAXIMUM PRICES PER 1,000 FEET BOARD MEASURE FOR SWITCH TIES 7" x 9" 9' TO 16'[1]

Zone	Group T switch ties (for use treated). All species listed in section 2 (e)	Group U switch ties, 85 percent or more heart (for use untreated)			
		White oak	Yellow pine	Red cypress, black cypress, black locust	Yellow cypress, white cypress
1	$43	$46			
2	42	45	$45		
3	40	43	43		
4	40	43	43		
5	40	43	43	$68	$54
6	40	43	43	68	54
7	40	43	43		
8	42	45			

[1] These maximum prices are for switch ties manufactured in accordance with the specifications of the American Railway Engineering Association. It is expected that switch ties not meeting these specifications in every detail will be priced correspondingly lower.

2. In section 18, Table 8, in the vertical column headed "18" min. butt, including 17"–1' to 17"–6'" the prices and weights per lineal foot are amended to read:

Length	18" minimum butt including 17"–1' to 17"–6'	
	Price	Weight
43' to 47' inclusive	$0.42	85
48' to 52' inclusive	.44	83
53' to 57' inclusive	.46	80
58' to 62' inclusive	.49	78
63' to 67' inclusive	.52	75
68' to 72' inclusive	.55	73
73' to 77' inclusive	.61	71
78' to 82' inclusive	.66	71

3. In section 18, Table 8 (a), in the vertical column headed "18" min. butt, including 17"–1' to 17"–6'", the prices and weights per lineal foot are amended to read:

Length	18" minimum butt including 17"–1' to 17"–6'	
	Price	Weight
43' to 47' inclusive	$0.39	85
48' to 52' inclusive	.41	83
53' to 57' inclusive	.43	80
58' to 62' inclusive	.46	78
63' to 67' inclusive	.49	75
68' to 72' inclusive	.53	73
73' to 77' inclusive	.58	71
78' to 82' inclusive	.63	71

This amendment shall become effective July 19, 1944.

Issued this 14th day of July 1944.

JAMES G. ROGERS, JR.,
Acting Administrator.

[F. R. Doc. 44-10452; Filed, July 14, 1944; 12:01 p. m.]

PART 1499—COMMODITIES AND SERVICES

[MPR 165,[1] Supp. Service Reg. 32]

SHOE REPAIR SERVICES IN SEATTLE, WASH.

A statement of the considerations involved in the issuance of this Supplementary Service Regulation No. 32 has been filed with the Division of the Federal Register.* For the reasons set forth in that statement and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942 as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, Supplementary Service Regulation No. 32 is hereby issued. The specifications and standards set forth in this supplementary service regulation are those which, prior to the issuance of the regulation, were in general use by the trade in the affected area.

§ 1499.2265 *Shoe repair service in Seattle, Washington.* (a) Dollars-and-cents maximum prices established for shoe repair service in Seattle.

(1) The maximum prices established by Maximum Price Regulation No. 165, as amended, for shoe repair service in Seattle are hereby modified and henceforth shall be the prices set forth in Appendix A.

(2) *Definitions.* "Seattle, Washington" means the corporate limits of the city of Seattle, Washington.

(3) *Posting requirements.* Within thirty days after the effective date of this regulation every establishment offering shoe repair services for sale in Seattle, Washington shall post in a manner and place so that it is plainly visible to the purchasing public a placard or poster setting forth the services and the maxi-

[1] 7 F.R. 6428, 6966, 8239, 8431, 8798, 9843, 8948, 9197, 9342, 9343, 9785, 9971, 9973, 10480, 10619, 18718, 11010; 8 F.R. 1060, 3324, 4782, 5681, 5755, 5933, 6364, 8506, 8873, 10671, 10929, 11754, 12023.

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 5988, 11738.

[1] 8 F.R. 12936, 16209; 9 F.R. 1526, 3842.

mum prices established by this Supplementary Service Regulation.

(4) *Elimination of individual adjustments.* On and after the effective date of this Supplementary Service Regulation the provisions of § 1499.114 (d) of Maximum Price Regulation No. 165 shall no longer be available to sellers covered by this regulation.

(5) *Less than maximum prices.* Lower prices than those established by this regulation may be charged, demanded, paid or offered.

(6) *Other shoe repair services.* Services not specified in Appendix A shall be governed by Maximum Price Regulation No. 165, except that maximum prices for the supplying of rubber heels are established by Maximum Price Regulation No. 200, Rubber Heels, Rubber Heels Attached, and Attaching of Rubber Heels.

APPENDIX A—MAXIMUM PRICES FOR SHOE REPAIR SERVICES IN SEATTLE, WASHINGTON

MEN'S DRESS SHOES

Full soles, leather	$2.95
Full soles, leather and leather heels	3.75
Half soles, leather	1.75
Half soles, composition, corded	1.75
Half soles, composition, plain, super or standard grades	1.65
Half soles, composition, grades below super or standard grades	1.50
Leather lifts	.75

(The above prices include size 11 shoes. For sizes over size 11, an additional charge of 25¢ may be added.)

MEN'S WORK SHOES

Half soles, leather	2.00
Half soles, composition, corded	2.00
Half soles, composition, plain, super or standard grades	1.90
Half soles, composition, grades below super or standard grades	1.75
Full soles, composition, corded	2.95
Full soles, composition, plain	2.85
Full soles, leather and leather heels	3.75

(Above prices include size 11 shoes. For sizes over size 11, an additional charge of 25¢ may be added.)

Logger's oak:	
Half soles	2.50
Full soles	4.50
Leather heels	1.00

MINOR REPAIRS ON MEN'S DRESS OR WORK SHOES

Service	Each	Per pair
Toe tips	$0.30	$0.60
Toe linings	.35	.70
Heel linings		
Sheep or split leather	.30	.55
Full grain calf	.35	.70
Heel or toe plates		
Large	-------	.15
Small	-------	.10
V-Plate		
Where new top lift involved	-------	.30
On brand new shoes	-------	.50
Giles Plate or military		
Where new top lift involved	-------	.50
On brand new shoes	-------	.65
New heel bases	-------	.50
Half slip soles	.35	.65
Full slip soles	.50	1.00
Re-welt (ball to ball)		
Stapled or McKay	.65	1.25
Hand sewn	1.25	2.50
Complete new welt		
Stapled or McKay	.75	1.50
Hand sewn	1.50	3.00
Leveling men's leather heels with Dutchmans	-------	.25
Logger shoes:		
Toe tips	.45	.90
Half slip soles	.75	1.50
Full slip soles	1.00	2.00
Wooden pegs	-------	.75
Caulking ..... per caulk 2¢		

WOMEN'S SHOES

Full soles, leather	$2.50
Half soles, leather, sewn	1.50
Half soles, composition, sewn (super or standard grade)	1.40
Half soles, composition, sewn (grades below super or standard grade)	1.25
Half soles, leather, cello cemented	1.75
Top lifts, leather, small	.35
Top lifts, leather, medium	.40
Top lifts, leather, large	.50
(Extra large leather top lifts priced as follows:)	
Equal to sizes 7–8 and 9–10 on rubber heels	.60
Equal to sizes 11 and over	.75

(*Important:* Top lift prices include all repairs made by the shoe repair man in the process of attaching leather top lifts.)

MINOR REPAIRS ON WOMEN'S SHOES

Service	Each	Per pair
Toe tips, nailed and cemented	$0.20	$0.40
Toe tips, cello cemented	.30	.60
Toe linings	.35	.65
Heel linings	-------	.60
Grip linings	-------	.40
Sock linings	.20	.35
New shanks:		
Without soles	.75	1.25
With half or full soles	.25	.50
New breasting	.30	.60
New heels—including top lifts:		
Skins and colors	.75	1.50
Celluloid	.65	1.25
Heel or toe plates:		
Large	-------	.15
Small	-------	.10
Stretching:		
For width	.20	.35
For length	.65	1.25
Fasten heels:		
With heel seat (fiber)	.25	.50
Without heel seat	.15	.25

CHILDREN'S SHOES

Half soles, leather or composition (super or standard grades):	
Small sizes, up to and including size 13½	$1.00
Medium sizes, 1 to 5 inclusive	1.50
Large sizes, over 5, take men's or women's rate.	
Below super or standard grades on composition 10¢ less.	
Leather heels—priced the same as women's lifts.	
Scuffers:	
Shoes 7" in length	$1.50
Shoes 7½" in length	1.65
Shoes 8½" in length	1.85
Shoes 9½" in length	2.25

This Supplementary Service Regulation No. 32 shall become effective July 19, 1944.

Issued this 14th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10454; Filed, July 14, 1944; 12:00 p. m.]

Chapter XIII—Petroleum Administration for War

PART 1543—PETROLEUM PROCESSING, REFINING, AND MARKETING

[PDO 22, Amdt. 1]

NON-MILITARY USE OF FUEL OIL

Section 1543.2 (Petroleum Distribution Order No. 22) is hereby amended by changing paragraph (a) (8) to read as follows:

(a) *Definitions.* (8) "Non-military use" means the use of fuel oil other than by the Army, Navy, Marine Corps, Coast Guard, War Shipping Administration, United States Maritime Commission, Foreign Economic Administration, and the vessels and military forces of the United Nations.

(E.O. 9276, 7 F.R. 10091; E.O. 9125, 7 F.R. 2719; E.O. 9319, 8 F.R. 3687; WPB Dir. 30, 8 F.R. 11559; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 14th day of July, 1944.

RALPH K. DAVIES,
Deputy Petroleum Administrator for War.

[F. R. Doc. 44–10375; Filed, July 13, 1944; 4:18 p. m.]

TITLE 46—SHIPPING

Chapter I—Coast Guard: Inspection and Navigation

Subchapter O—Regulations Applicable to Certain Vessels and Shipping During Emergency

PART 151—MARINE ENGINEERING, MATERIALS; REGULATIONS DURING EMERGENCY

MISCELLANEOUS AMENDMENTS

By virtue of the authority vested in me by R.S. 4405, 4417a, 4418, 4429, 4430, 4431, 4433, 4434, as amended, 49 Stat. 1544 (46 U.S.C. 375, 391a, 392, 407, 408, 409, 411, 412, 367), and Executive Order 9083, dated February 28, 1942, (7 F.R. 1609), the following amendments to the regulations are prescribed:

Section 151.2 is amended to read as follows:

§ 151.2 *Marine boiler steel plate.* (a) Steel plate manufactured during the emergency in accordance with the specifications of A.S.T.M. designation A 201–43 and A.S.T.M. emergency alternate provision EA–A 201, grades A and B shall be considered as satisfying the requirements for steel plates of grades A and B, respectively, specified in §§ 51.2–1 to 51.2–10, inclusive, of this chapter.

(b) Steel plate manufactured during the emergency in accordance with the specifications of A.S.T.M. designation A 204–42 and A.S.T.M. emergency alternate provision EA–A 204, grades A, B, and C shall be considered as satisfying the requirements for steel plates of grades E, F, and G, respectively, specified in §§ 51.2–1 to 51.2–10, inclusive, of this chapter.

Section 151.3 *Marine boiler steel plate* is deleted.

Section 151.4 *Lap-welded and seamless steel and lap-welded iron boiler tubes* is deleted.

Section 151.5 *Electric-resistance-welded steel and open-hearth iron boiler and superheater tubes* is deleted.

Section 151.6 *Seamless steel boiler tubes for high-pressure service; medium-carbon seamless steel boiler and superheater tubes; carbon-molybdenum alloy-steel boiler and superheater tubes* is deleted.

Section 151.7 *Steel pipe* is deleted.

Section 151.8 *Seamless brass pipe* is deleted.

Section 151.9 is amended to read as follows:

§ 151.9 *Lap-welded and seamless steel and lap-welded iron boiler tubes.* Material manufactured during the emergency in accordance with the specifications of A. S. T. M. designation A 83–42 and A. S. T. M. emergency alternate provision EA–A 83 shall be considered as satisfying the requirements of §§ 51.9–1 to 51.9–16, inclusive, of this chapter.

Part 151 is amended by the addition of a new § 151.9a reading as follows:

§ 151.9a *Electric-resistance-welded steel and open-hearth iron boiler and superheater tubes.* Material manufactured during the emergency in accordance with the specifications of A. S. T. M. designations A 178–40 and A 226–40 together with A. S. T. M. emergency alternate provisions EA–A 178 and EA–A 226, respectively, shall be considered as satisfying the requirements of §§ 51.9a–1 to 51.9a–18, inclusive, of this chapter.

Section 151.10 is amended to read as follows:

§ 151.10 *Seamless steel boiler tubes for high-pressure service; medium-carbon seamless steel boiler and superheater tubes; carbon-molybdenum alloy-steel boiler and superheater tubes.* (a) Material manufactured during the emergency in accordance with the specifications of A. S. T. M. designation A 192–40 and A. S. T. M. emergency alternate provision EA–A 192 shall be considered as satisfying the requirements for seamless steel boiler tubes for high pressure service as set forth in §§ 51.10–1 to 51.10–18, inclusive, of this chapter.

(b) Material manufactured during the emergency in accordance with the specifications of A. S. T. M. designation A 209–42 and A. S. T. M. emergency alternate provision EA–A 209 shall be considered as satisfying the requirements for carbon-molybdenum alloy-steel boiler and superheater tubes as set forth in §§ 51.10–1 to 51.10–18, inclusive, of this chapter.

Section 151.11 is amended to read as follows:

§ 151.11 *Steel pipe.* (a) Material manufactured during the emergency in accordance with the specifications of A. S. T. M. designation A 106–43T shall be considered as satisfying the requirements for lap-welded, grade A seamless and grade B seamless steel pipe, as set forth in §§ 51.11–1 to 51.11–9, inclusive, of this chapter: *Provided*, That grade B seamless steel pipe manufactured by the acid-bessemer process shall be limited in use to pressures of not over 350 lbs. per square inch and/or temperatures not exceeding 450° F. and to installations where the pipe will not be bent, coiled, flanged, or otherwise worked cold: *Provided further*, That it may be used for higher pressures and temperatures for such purposes as superheater drains, etc. in sizes of not over 2" nominal pipe size. Grade B seamless steel pipe manufactured by the acid-bessemer process may be fabricated by hot-bending, hot-flanging, or otherwise hot-worked.

(b) Material manufactured during the emergency in accordance with the requirements of A. S. T. M. designation A 206–42T and A. S. T. M. emergency alternate provision EA–A–206 shall be considered as satisfying the requirements for carbon-molybdenum grade P–1 pipe as set forth in §§ 51.11–1 to 51.11–9, inclusive, of this chapter.

Section 151.12 *Steel plates (flange and fire-box quality)* is deleted.

Section 151.13 is amended to read as follows:

§ 151.13 *Seamless brass pipe.* Material manufactured during the emergency in accordance with the specifications of A. S. T. M. designation B 43–42 shall be considered as satisfying the requirements for seamless brass pipe, as set forth in §§ 51.13–1 to 51.13–14, inclusive, of this chapter.

Part 151 is amended by the addition of new §§ 151.14, 151.17, 151.18, and 151.20 to 151.23, inclusive, reading as follows:

§ 151.14 *Seamless copper pipe.* Material manufactured during the emergency in accordance with the requirements of A. S. T. M. designation B 42–43 shall be considered as satisfying the requirements for seamless copper pipe as set forth in §§ 51.14–1 to 51.14–10, inclusive, of this chapter.

§ 151.17 *Steel castings.* Material manufactured during the emergency in accordance with the specifications of A. S. T. M. designation A 157–42, Type C1 shall be considered as satisfying the requirements for carbon-molybdenum alloy steel castings, grade C1, as set forth in § 51.17–1 to 51.17–12, inclusive, of this chapter.

§ 151.18 *Gray iron castings for valves, flanges, and pipe fittings.* Material manufactured during the emergency in accordance with the specifications of A. S. T. M. designation A 126–42 shall be considered as satisfying the requirements for gray iron castings as set forth in §§ 51.18–1 to 51.18–10, inclusive, of this chapter.

§ 151.20 *Bronze castings*—(a) *General.* The provisions covering the use of grade A bronze in § 51.20–1 of this chapter are hereby suspended for the duration of the emergency and this material will be permitted for the construction of the pressure containing parts of valves and pipe fittings which are subjected to working pressures up to 200 lbs. per square inch and/or temperatures not exceeding 388° F.

(b) *Grade A.* Material manufactured during the emergency in accordance with the specifications of A. S. T. M. designation B 62–41 and A. S. T. M. emergency alternate provision EA–B 62a shall be considered as satisfying the requirements for grade A bronze, as set forth in §§ 51.20–1 to 51.20–10, inclusive, of this chapter.

(c) *Grade B.* Material manufactured during the emergency in accordance with the specifications of A. S. T. M. designation B 61–42 and A. S. T. M. emergency alternate provision EA–B 61 shall be considered as satisfying the requirements for grade B bronze as set forth in §§ 51.20–1 to 51.20–10, inclusive, of this chapter.

(d) *Grade C.* Material manufactured during the emergency in accordance with the specifications of A. S. T. M. designation B 60–41 and A. S. T. M. emergency alternate provision EA–B 60a shall be considered as satisfying the requirements for grade C bronze, as set forth in §§ 51.20–1 to 51.20–10, inclusive, of this chapter.

§ 151.21 *Steel plates (flange and fire-box quality).* Material manufactured during the emergency in accordance with the specifications of A. S. T. M. designation A 70–42 and A. S. T. M. emergency alternate provision EA–A 70 shall be considered as satisfying the requirements for steel plates, as set forth in §§ 51.21–1 to 51.21–13, inclusive, of this chapter.

§ 151.22 *Steel plates for welding (flange and firebox quality).* Material manufactured during the emergency in accordance with the specifications of A. S. T. M. designation A 89–43 and A. S. T. M. emergency alternate provision EA–A 89 shall be considered as satisfying the requirements for steel plates, as set forth in §§ 51.22–1 to 51.22–11, inclusive, of this chapter.

§ 151.23 *Flanges, steel plate.* During the emergency flanges without hubs cut and machined from steel plate may be used for Class II piping services provided they comply with the following requirements:

(a) The plate shall be of good weldable quality made by the open-hearth or electric furnace process and shall have a minimum tensile strength of 55,000 lbs. per square inch, a yield point of not less than 0.5 of the tensile strength and an elongation in 8 inches of not less than $\frac{1{,}500{,}000}{\text{(tensile strength)}}$. The carbon content shall not exceed 0.33 percent, the sulphur content shall not exceed 0.05 percent and the phosphorus content shall not exceed 0.06 percent acid and 0.04 percent basic.

(b) The flange dimensions shall comply with those for 150-pound A. S. A. standard flanges as given in Table P–3 of Part 55 of this chapter.

(c) The flanges shall be attached to pipes by means of full strength fillet welds on both the face and back of the flanges.

(d) Such flanges need not be marked as required by § 55.19–3 (s) (1) of this chapter, but when shipped shall be accompanied by an affidavit stating that they comply with the regulations in this part. The affidavit shall be kept on file by the shipbuilder or repair yard for examination and checking by the inspectors.

R. R. WAESCHE,
Vice Admiral, USCG,
Commandant.

JULY 14, 1944.

[F. R. Doc. 44–10442; Filed, July 14, 1944; 11:39 a. m.]

Chapter III—War Shipping Administration

PART 306—GENERAL AGENTS AND AGENTS

[G. O. 34, Supp. 1]

COMPENSATION PAYABLE TO GENERAL AGENTS, AGENTS, AND BERTH AGENTS

Section 306.73 *Compensation for port services in the continental United States* is amended as follows:

Paragraph (a) (2) is amended to read:

(2) If the cargo is handled by the Army or Navy, and the agent is not required to perform the cargo services referred to in subparagraph (1) of this paragraph:

(i) For services rendered prior to August 1, 1944, the compensation shall be $200.00 where the vessel handles Army or Navy cargo exclusively, and $100.00 where the Army or Navy cargo is not the only cargo loaded or discharged.

(ii) For services rendered on and after August 1, 1944, the compensation shall be $200.00 where the vessel handles Army or Navy cargo exclusively, in excess of 100 tons, and the agent is required to enter and clear the vessel; $100.00 where the Army or Navy cargo is not the only cargo loaded or discharged, but is in excess of 100 tons, and the agent is required to enter and clear the vessel; $75.00 where the Army or Navy cargo is less than 100 tons and the agent is required to enter and clear the vessel; these fees shall be reduced by $25.00 if the agent who handles the cargo does not enter the vessel, but does clear it, or does not clear the vessel but does enter it, and by $50.00 if the agent who handles the cargo neither enters nor clears the vessel.

The lump sum fee shall be paid whether or not the vessel is loaded or discharged at a commercial terminal or at an Army or Navy terminal.

Paragraph (c) (3) is amended to read:

(3) *Ad valorem cargo and mail.* On ad valorem cargo except specie, 2½% of the vessel's revenue outward, and 1½% of the vessel's revenue inward. (Specie shall be handled at rates to be determined by the Administrator.) The agent shall be paid 5¢ for each bag of mail, including Army or Navy mail, and for each mail bag that is filled with empty mail bags, when such bags are transported.

Paragraph (d) (1) is amended to read:

(1) *Commercial passengers*—(i) *Agents, General Agents, or Berth Agents.* For services rendered prior to August 1, 1944, the Agent, General Agent, or Berth Agent, as the case may be, shall be paid $3.00 for each passenger carried outward, and $2.00 for each passenger carried inward. For services rendered on and after August 1, 1944, the Agent, General Agent, or Berth Agent, as the case may be, shall be paid $3.00 for each passenger carried outward, maximum $900.00; and $2.00 for each passenger carried inward, maximum $600.00.

(ii) *General Agents.* For extra husbanding duties and other miscellaneous services, each General Agent shall be paid for services rendered by him on and after August 1, 1944:

For commercial passengers carried outward:
$1.00 per passenger up to 300;
$0.75 per passenger from 301 to 600;
$0.50 per passenger, 601 and over; maximum $750.00.
For commercial passengers carried inward:
$1.00 per passenger, maximum $300.00.

Paragraph (e) (1) is amended to read:

(1) *Minimum compensation.* (i) For services rendered prior to August 1, 1944, minimum compensation for each port of call, if cargo is loaded or discharged, $100.00, except where the cargo loaded or discharged is less than 25 tons, in which case the minimum fee shall be $50.00.

(ii) For services rendered on and after August 1, 1944, except as provided in paragraph (a) (2), minimum compensation for each port of call, if cargo is loaded or discharged and the agent is required to enter and clear the vessel, $100.00, except where the cargo loaded or discharged is less than 100 tons, in which case the minimum fee shall be $75.00; these fees shall be reduced by $25.00 if the agent does not enter the vessel but does clear it, or does not clear the vessel but does enter it, and by $50.00 if the agent who handles the cargo neither enters nor clears the vessel.

Section 306.74 *Compensation for services incident to way cargo* is amended to read:

§ 306.74 *Compensation for services incident to way cargo, passengers, and mail.* (a) On way cargo, passengers, and mail loaded outward from Canadian or Newfoundland ports the Agent, General Agent, or Berth Agent, who is responsible for such business shall be compensated as provided in § 306.73, out of which the agent will pay his Canadian or Newfoundland sub-agent.

(b) Except as provided in paragraph (a) of this section, or as otherwise determined by the Administrator, the Agent, General Agent, or Berth Agent who is responsible for the business incident to way cargo, passengers, and mail shall be paid one fee of 25% of the outward rates provided in § 306.73 for supervisory services rendered, with a minimum fee of $50.00.

Section 306.75 *Compensation of sub-agents outside of the continental United States* is amended as follows:

The introductory paragraph is amended to read:

§ 306.75 *Compensation of sub-agents at ports outside of the continental United States.* Except where a schedule of fees has been approved by the Administrator, as compensation for all ordinary services in connection with the business of the vessel and her cargo rendered by sub-agents or branch houses outside of the continental United States, the Agent, General Agent, or Berth Agent may pay for the account of the United States the prevailing commercial rates, but in no event in excess of the following, except as provided in § 306.74 (a):

Paragraph (a) (2) is amended to read:

(2) If the cargo is handled by the Army or Navy, and the agent is not required to perform the cargo services referred to in subparagraph (1) of this paragraph:

(i) For services rendered prior to August 1, 1944, the compensation shall be $200.00 where the vessel handles Army or Navy cargo exclusively, and $100.00 where the Army or Navy cargo is not the only cargo loaded or discharged.

(ii) For services rendered on and after August 1, 1944, the compensation shall be $200.00 where the vessel handles Army or Navy cargo exclusively, in excess of 100 tons, and the agent is required to enter and clear the vessel; $100.00 where the Army or Navy cargo is less than a full cargo or is not the only cargo loaded or discharged, but is in excess of 100 tons, and the agent is required to enter and clear the vessel; $75.00 where the Army or Navy cargo is less than 100 tons and the agent is required to enter and clear the vessel; these fees shall be reduced by $25.00 if the agent who handles the cargo does not enter the vessel, but does clear it, or does not clear the vessel but does enter it, and by $50.00 if the agent who handles the cargo neither enters nor clears the vessel.

The lump sum fee shall be paid whether or not the vessel is loaded or discharged at a commercial terminal or at an Army or Navy Terminal.

Paragraph (c) (3) is amended to read:

(3) *Ad valorem cargo and mail.* On ad valorem cargo except specie, 2½% of the vessel's revenue outward, and 1½% of the vessel's revenue inward. (Specie shall be handled at rates to be determined by the Administrator.) The agent shall be paid 5¢ for each bag of mail, including Army or Navy mail, and for each mail bag that is filled with empty mail bags, when such bags are transported.

Paragraph (e) is amended to read:

(e) *Miscellaneous.* Except as provided in paragraph (a) (2), if the maximum compensation provided in this section for a port of call, where cargo is loaded or discharged, amounts to less than $50.00, the sub-agent or branch house may be paid the commercial rate but not in excess of $50.00. Vessel calling for orders, ballast, or fuel, $50.00.

Section 306.77 *Compensation of Agents and General Agents* is amended as follows:

The title is amended to read:

§ 306.77 *Compensation of Agents, General Agents, and Berth Agents.*

Paragraph (e) is amended to read:

(e) Except as otherwise provided, the Agent, General Agent, or Berth Agent for tank vessels who performs services in connection with passengers, dry cargo, or mail carried on a tank vessel shall be compensated at the rates set forth in §§ 306.73 and 306.74 for comparable services performed by agents in connection with dry cargo vessels, except the compensation provided in Section 306.73 (e) (2) shall not apply. Out of such compensation the Agent, General Agent, or Berth Agent shall pay his sub-agents employed by him, except that the United States shall pay sub-agency fees to the extent required to be paid by the United States as provided in §§ 306.78 and 306.79.

Section 306.78 is amended to read:

§ 306.78 *Compensation for port services of sub-agents in the continental United States.* Except where a schedule of fees has been approved by the Administrator, when it is necessary for an Agent or General Agent to employ a sub-agent or a branch house in the continental United States to perform port services for the United States, such sub-agent shall be paid for the account of the United States at the prevailing commercial rate, but in no event in excess of a lump sum of $45.00 for the first three days the vessel remains in port, and thereafter at the rate of $10.00 per day for each additional day: *Provided,* No fee shall be paid for the time during which the vessel is laid up for repairs.

§ 306.79 is amended to read:

§ 306.79 *Compensation of sub-agents at ports outside of the continental United States.* Except where a schedule of fees has been approved by the Administrator, as compensation for services rendered for the United States by a foreign sub-agent or branch house at ports outside of the continental United States, the foreign sub-agent or branch house shall be paid for the account of the United States the prevailing commercial rate, but in no event in excess of a lump sum of $45.00 for the first three days the vessel remains in port, and thereafter at the rate of $10.00 per day for each additional day; *Provided,* No fee shall be paid for the time during which the vessel is laid up for repairs. As compensation for services rendered by sub-agents or branch houses outside of the continental United States in connection with passengers, dry cargo, or mail carried on tank vessels, the Agent or General Agent may pay for the account of the United States the prevailing commercial rates, but in no event in excess of the maximum rates set forth in § 306.75 for comparable services performed by subagents or branch houses in connection with dry cargo vessels.

Section 306.82 *Compensation for port services in the continental United States* is amended to read as follows:

§ 306.82 *Compensation for port services in the continental United States, and for services incident to way cargo, passengers, and mail.* Except as otherwise provided, the General Agent or Berth Agent who performs services for passenger vessels in connection with the activities set forth in §§ 306.73 and 306.74 shall be compensated at the rates provided in said sections, except that the rates provided in § 306.73 (d) subparagraph (1) (ii) and subparagraph (2) (ii) shall not apply. Out of such compensation the General Agent or Berth Agent shall pay his subagent employed by him.

Section 306.91 *Definitions* is amended by adding the following paragraph:

(q) "Way," as used in § 306.74, means cargo, passengers, and mail both loaded and discharged at ports outside the continental limits of the United States.

Section 306.96 *Recapture to eliminate excessive profits* is amended by adding the following two paragraphs:

(d) In certain instances, Agents, General Agents, and Berth Agents have purchased insurance to cover their liability under the Service Agreements (in particular the liability under Article 16 (b)). Premiums on such insurance applicable to periods after July 31, 1944, shall not be regarded as admissible items of overhead expense for the purpose of applying the recapture provisions of paragraph (a) of this section. The pro rata portions of such premiums applicable to periods prior to August 1, 1944, may, however, be included as items of overhead expense for the purpose of paragraph (a) of this section. In the event that an agent decides not to carry such insurance after July 31, 1944, he may cancel the same and the premium at the short term cancellation rate may be included as an item of overhead expense for the purpose of paragraph (a) of this section.

(e) For the purposes of paragraph (a) of this section, Agents, General Agents, and Berth Agents, whether they be individuals, partnerships, or corporations, may include as items of overhead expenses charitable and other contributions of the kind and to the extent allowable as deductions for tax purposes as provided in section 23 (q) of the Internal Revenue Code. The determinations of the Comptroller, War Shipping Administration, as to the application of such deductions as items of overhead expenses in given cases shall be final and conclusive.

Section 306.100 *Effective date* is amended to read:

§ 306.100 *Effective date.* (a) Unless otherwise provided, this General Order 34 shall become effective on January 1, 1944, at 12:01 a. m., except that inward or outward port services commenced prior to midnight December 31, 1943, shall be compensated for in accordance with General Order 12, and for recapture purposes such compensation shall be included in 1943 accounting; inward or outward port services commenced after midnight December 31, 1943, shall be compensated for in accordance with General Order 34, and for recapture purposes such compensation shall be included in the accounting year in which the services were commenced.

(b) Except as provided in paragraph (a) of this section, General Order 12 is cancelled and superseded by this General Order 34, effective as of December 31, 1943, at midnight.

(c) Effective as of July 1, 1944, § 306.92 is cancelled and superseded by § 306.123 of General Order 45 as to services rendered on and after that date, but it shall remain in effect for the period January 1, 1944, to and including June 30, 1944, for the purposes of § 306.121 of General Order 45. Effective July 1, 1944, § 306.93 is cancelled and superseded by § 306.124 of General Order 45, but said § 306.93 shall remain in effect for the period January 1, 1944, to and including June 30, 1944.

(E.O. 9054, 7 F.R. 837)

[SEAL] E. S. LAND,
Administrator.

JULY 14, 1944.

[F. R. Doc. 44-10466; Filed, July 14, 1944; 11:49 a. m.]

Notices

DEPARTMENT OF THE INTERIOR.

Bureau of Reclamation.

GILA PROJECT, ARIZ.

PUBLIC NOTICE OF ANNUAL WATER RENTAL CHARGES FOR LANDS IN PRIVATE OWNERSHIP AND FOR LEASED PUBLIC LANDS

JULY 10, 1944.

1. *Water rental.* To the extent that water may be available from Government canals without additional construction, irrigation water will be furnished upon a rental basis under approved applications for temporary water service during the calendar year 1944 to lands in private ownership and to leased public lands within the Gila Project, Arizona.

2. *Charges and terms of payment.* Water rental charges shall be payable in advance of the delivery of water at rates hereinafter specified:

(a) For privately owned lands and for leased public lands on the Yuma Mesa to be irrigated under Pumping Plant Number One (1), the charge for water service shall be at the rate of two dollars ($2.00) for each acre-foot of water delivered.

(b) For privately owned lands and for leased public lands in the North and South Gila Valleys to be irrigated under the Gravity Main Canal, the charge for water service shall be at the rate of one dollar and twenty-five cents ($1.25) for each acre-foot of water delivered.

3. Applications for temporary water service may be made by the land owner or by anyone who presents evidence satisfactory to the Construction Engineer of the Gila Project that he is the renter or lessee of the land for which water is requested, or that he has been authorized by the owner to make a water rental application for such land.

4. Applications for temporary water service and payment of water rental charges shall be made at the office of the Construction Engineer, Bureau of Reclamation, Post Office Building, Yuma, Arizona.

Pursuant to authority contained in Departmental Order No. 1903 of November 17, 1943 (8 F.R. 15872), issued under the Act of December 19, 1941, 55 Stat. 842.

[SEAL] H. W. BASHORE,
Commissioner.

[F. R. Doc. 44-10444; Filed, July 14, 1944; 11:55 a. m.]

[1] Act of June 17, 1902, 32 Stat. 388, as amended or supplemented.

FEDERAL COMMUNICATIONS COMMISSION.

[Docket No. 6608]

WESTERN UNION TELEGRAPH CO.

NOTICE OF HEARING

In the matter of § 63.31 of the Commission's rules and regulations: Requirements for published notices of applications to close public telegraph offices or to reduce hours of telegraph service.

At a session of the Federal Communications Commission held at its offices in Washington, D. C., on the 11th day of July, 1944;

The Commission, having under consideration its order of June 6, 1944, in the above-entitled matter, adopting a new § 63.31 of the rules and regulations of the Commission, effective July 21, 1944, unless otherwise ordered by the Commission;

It appearing that The Western Union Telegraph Company on June 21, 1944 filed a request for oral argument setting forth its reasons why § 63.31 should not become effective in the form proposed in the aforementioned order:

It is ordered, That The Western Union Telegraph Company be, and it is hereby, granted leave to appear before the Commission at its offices in Washington, D. C., at 10:30 a. m. on the 26th day of July, 1944, and present oral argument as to why § 63.31 should not become effective in the form proposed;

It is further ordered, That the effective date of § 63.31 of the rules and regulations of the Commission be, and the same is hereby, postponed until further order of the Commission.

By the Commission.

[SEAL] T. J. SLOWIE, *Secretary.*

[F. R. Doc. 44-10400; Filed, July 14, 1944; 10:40 a. m.]

FEDERAL POWER COMMISSION.

[Docket No. G-557]

NEW YORK STATE NATURAL GAS CORP.

ORDER POSTPONING HEARING

JULY 11, 1944.

It appearing to the Commission that:

(a) A public hearing in the above-entitled matter is now scheduled to be held beginning at 9:45 a. m. on July 14, 1944, in the Hearing Room of the Federal Power Commission, Hurley-Wright Building, 1800 Pennsylvania Avenue NW., Washington, D. C.

(b) Good cause has been shown for the postponement of the hearing in the above-entitled matter.

The Commission orders that: The public hearing heretofore set for July 14, 1944, in the above-entitled matter be and the same is hereby postponed to August 14, 1944, at 10 a. m. (e. w. t.) in the Hearing Room of the Federal Power Commission, Hurley-Wright Building, 1800 Pennsylvania Avenue NW., Washington, D. C.

By the Commission.

[SEAL] LEON M. FUQUAY, *Secretary.*

[F. R. Doc. 44-10398; Filed, July 14, 1944; 9:48 a. m.]

[Docket No. G-551]

CINCINNATI GAS TRANSPORTATION CO., ET AL.

NOTICE OF APPLICATION

JULY 13, 1944.

In the matter of Cincinnati Gas Transportation Company, United Fuel Gas Company, and Warfield Natural Gas Company.

Notice is hereby given that on May 26, 1944, Cincinnati Gas Transportation Company,[1] United Fuel Gas Company,[1] and Warfield Natural Gas Company[1] filed with the Federal Power Commission a combined application, thereafter amended by an amendment to combined application filed July 6, 1944, for certificate of public convenience and necessity under section 7 of the Natural Gas Act, as amended, to authorize the construction and operation of the following described facilities:

(1) *Facilities proposed to be constructed by Cincinnati Gas Transportation Company.* An 8 inch pipe line, 400 feet in length, with a measuring station and appurtenant facilities at Leach, Kentucky, to permit delivery of gas to be received from Tennessee Gas and Transmission Company to Cincinnati Gas Transportation Company.

(2) *Facilities proposed to be constructed by Warfield Natural Gas Company.* A 10 inch pipe line, 1,350 feet in length, with appurtenant facilities, near Burnaugh, Kentucky, extending from the pipe line of Tennessee Gas and Transmission Company in a westerly direction to connect with an existing pipe line of the Warfield Natural Gas Company known as Line B.

A 10 inch pipe line, 2,034 feet in length, near Burnaugh, Kentucky, extending from the 10 inch pipe line of Warfield Natural Gas Company known as Line B, in an easterly direction to connect at a point on the west side of Big Sandy River, with a 10 inch pipe line proposed to be constructed by United Fuel Gas Company, together with a measuring station and appurtenant facilities.

(3) *Facilities proposed to be constructed by United Fuel Gas Company.* A 10 inch pipe line, 1,995 feet in length with appurtenant facilities, near Burnaugh, Kentucky, extending from a point of interconnection with a proposed pipe line of Warfield Natural Gas Company on the west side of the Big Sandy River, in an easterly direction across the Big Sandy River to an existing 20 inch pipe line owned by the United Fuel Gas Company.

A 12 inch pipe line, 450 feet in length, at Kenova compressor station of United Fuel Gas Company, to transport gas to be received from Tennessee Gas and Transmission Company to The Ohio Fuel Gas Company, together with appurtenant facilities including a 20-inch gas mixing chamber, gate valves, and measuring station structures and equipment.

A pipe line consisting of 32,800 feet of 12-inch and 4,000 feet of 16-inch pipe, extending from a point on the Tennessee Gas and Transmission Company 20-inch pipe line, in Kanawha County, West Virginia, in a northerly direction to Lewis compressor station of United Fuel Gas Company in Roane County, West Virginia, together with appurtenant measuring station structures and equipment.

In the application it is stated that the above-described facilities are proposed to be installed to enable the applicant companies to receive a maximum delivery of 100,000 Mcf of natural gas daily, or 32,850,000 Mcf annually, from Tennessee Gas and Transmission Company. Such gas will be used to augment present declining local production so that market demands of the applicant companies and other associated Columbia system companies can be supplied and maintained.

Any person desiring to be heard or to make any protest in reference to said application should, on or before the 29th day of July, 1944, file with the Commission a petition or protest in accordance with the Commission's rules of practice and regulations under the Natural Gas Act.

[SEAL] LEON M. FUQUAY, *Secretary.*

[F. R. Doc. 44-10397; Filed, July 14, 1944; 9:48 a. m.]

[Docket No. IT-5866]

PUBLIC SERVICE ELECTRIC AND GAS CO.

ORDER FOR HEARING

JULY 12, 1944.

Upon consideration of the reclassification and original cost studies of Public Service Electric and Gas Company filed on March 18, 1940 and April 30, 1942; the "Report on the Reclassification and Original Cost Studies of Electric Plant as at January 1, 1938" made by the staff of this Commission and served upon Public Service Electric and Gas Company with the order of this Commission dated November 2, 1943; the response thereto by Public Service Electric and Gas Company filed on February 26, 1944; and other related information on file with this Commission;

It appears to the Commission that:

(a) The above-mentioned studies and response by Public Service Electric and Gas Company do not set forth sufficient information which would justify or explain the Company's failure to adjust its books of account in accordance with the "Report on the Reclassification and Original Cost Studies of Electric Plant as at January 1, 1938" made by the staff of this Commission and properly dispose of the amounts therein classified in Accounts 100.5, Electric Plant Acquisition Adjustments; 107, Electric Plant Adjustments; 108.15, Common Utility Plant Acquisition Adjustments; and 108.17, Common Utility Plant Adjustments;

(b) It is advisable, necessary and proper in the public interest that a public hearing be held for the purpose of requiring Public Service Electric and Gas Company to show cause why this Commission should not order the adjustment of the Company's accounts to conform with the above-mentioned "Report on the Reclassification and Original Cost Studies of Electric Plant, as at January 1, 1938" and dispose of the amounts therein classified in the adjustment accounts;

The Commission, therefore, orders that:

(A) A public hearing be held on September 18, 1944, at 10:00 a. m. (e. w. t.) in the hearing room of the Board of Public Utility Commissioners of New Jersey, 1060 Broad Street, Newark, New Jersey, and at the hearing Public Service Electric and Gas Company show cause why the Federal Power Commission should not find and determine by order that adjusting entries be made to bring its books of account in conformity with the "Report on the Reclassification and Original Cost Studies of Electric Plant as at January 1, 1938" and dispose of the amounts therein classified in Accounts 100.5, Electric Plant Acquisition Adjustments; 107, Electric Plant Adjustments; 108.15, Common Utility Plant Acquisition Adjustments; and 108.17, Common Utility Plant Adjustments;

(B) The Board of Public Utility Commissioners of New Jersey may participate in the hearing as provided in Part 39, § 39.4 of this Commission's rules of practice and Regulations prescribed pursuant to the provisions of the Federal Power Act.

By the Commission.

[SEAL] LEON M. FUQUAY, *Secretary.*

[F. R. Doc. 44-10399; Filed, July 14, 1944; 9:48 a. m.]

[Docket No. G-462]

MISSISSIPPI RIVER FUEL CORP., ET AL.

ORDER POSTPONING HEARING

JULY 11, 1944.

In the Matter of Mississippi River Fuel Corporation, Hope Producing Company, Southern Carbon Company, United Carbon Company, La Del Oil Properties, Inc., The Amalgamated Company, Inc., and The Peerless Carbon Black Company.

It appearing to the Commission that: Pursuant to its order of May 23, 1944, a public hearing was begun on June 21, 1944, in St. Louis, Missouri. On June 30, 1944, the hearing was adjourned by the Commission's Trial Examiner to reconvene July 18, 1944, in the Commission's Hearing Room in the Hurley-Wright Building, 1800 Pennsylvania Avenue NW, Washington, D. C.

The Commission finds that: Good cause has been shown for the postponement of the hearing in the above-entitled matter, as hereinafter ordered.

The Commission orders that: The public hearing heretofore set for July 18, 1944, be and it is hereby postponed to August 9, 1944, at 10 a. m. (e. w. t.) in the Hearing Room of the Federal Power Commission, Hurley-Wright Building, 1800 Pennsylvania Avenue NW, Washington, D. C.

By the Commission.

[SEAL] LEON M. FUQUAY, *Secretary.*

[F. R. Doc. 44-10396; Filed, July 14, 1944; 9:48 a. m.]

[1] Cincinnati Gas Transportation Company and United Fuel Gas Company are West Virginia corporations, and Warfield Natural Gas Company is a Kentucky corporation. The three companies are subsidiaries of Columbia Gas & Electric Corporation and each has its principal place of business at Quarrier and Dunbar Streets, Charleston, West Virginia.

INTERSTATE COMMERCE COMMISSION.

[S. O. 70-A, Special Permit 359]

RECONSIGNMENT OF POTATOES AT KANSAS CITY, MO.-KANS.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Kansas City, Missouri-Kansas, by L. S. Taube Company of cars of potatoes, now on the A. T. & S. F. Railway, car SFRD 25614 to Paducah, Kentucky, July 8, 1944 (Burlington), and car ERDX 3526 to Danville, Illinois, July 10, 1944 (Wabash).

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 8th day of July 1944.

V. C. CLINGER, *Director, Bureau of Service.*

[F. R. Doc. 44-10409; Filed, July 14, 1944; 10:55 a. m.]

[S. O. 70-A, Special Permit 360]

RECONSIGNMENT OF LETTUCE AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 93.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, July 8, 1944, by La Mantia Brothers Arrigo Company, of car PFE 28289, lettuce, now on the Wabash Railroad, to A. J. Sweet Company, Madison, Wisconsin (I. C.).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 8th day of July 1944.

V. C. CLINGER, *Director, Bureau of Service.*

[F. R. Doc. 44-10410; Filed, July 14, 1944; 10:55 a. m.]

[S. O. 70-A, Special Permit 361]

RECONSIGNMENT OF LETTUCE AND CORN AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, July 8, 1944, by Chas. Abbate Company of cars now on the Chicago Produce Terminal, PFE 73325, lettuce, to J. Waxman, Milwaukee, Wisconsin, (C&NW), MDT 22112, corn, to I. Gagliano, Milwaukee, Wisconsin, (C&NW).

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 8th day of July 1944.

V. C. CLINGER, *Director, Bureau of Service.*

[F. R. Doc. 44-10411; Filed, July 14, 1944; 10:55 a. m.]

[S. O. 70-A, Special Permit 362]

RECONSIGNMENT OF ORANGES AT PHILADELPHIA, PA.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Philadelphia, Pennsylvania, not later than July 10, 1944, by Associated Fruit Distributors of California of cars SFRD 26218 and SFRD 31517, oranges, now on the Baltimore and Ohio Railroad to Strock and Company, Boston, Massachusetts.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 10th day of July 1944.

V. C. CLINGER, *Director, Bureau of Service.*

[F. R. Doc. 44-10412; Filed, July 14, 1944; 10:56 a. m.]

[S. O. 70-A, Special Permit 363]

RECONSIGNMENT OF POTATOES AT PHILADELPHIA, PA.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Philadelphia, Pennsylvania, July 10, 1944, by Charles Taxin Company, of cars ART 18510, SFRD 20805 and ART 23896, potatoes, now on the Pennsylvania Railroad, to American Stores Company, Robbinsville, New Jersey (PRR).

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 10th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10413; Filed, July 14, 1944; 10:56 a. m.]

[S. O. 70-A, Special Permit 364]

RECONSIGNMENT OF POTATOES AT KANSAS CITY, MO.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Kansas City, Missouri, July 10, 1944, by L. S. Taube Company, of car SFRD 39086, potatoes, now on the A. T. & S. F. Railway, to Elgin, Illinois (Milwaukee), account necessary to recondition car.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 10th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10414; Filed, July 14, 1944; 10:56 a. m.]

[S. O. 70-A, Special Permit 365]

RECONSIGNMENT OF POTATOES AT KANSAS CITY, MO.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Kansas City, Missouri, July 10, 1944, by Cochrane Brokerage Company of car MDT 19005, potatoes, now on the A. T. & S. F. Railway, to Sioux City, Iowa, (Burlington), account delayed in transit and bunkers are dry.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 10th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10415; Filed, July 14, 1944; 10:56 p. m.]

[S. O. 70-A, Special Permit 366]

RECONSIGNMENT OF ORANGES AT PITTSBURGH, PA.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Pittsburgh, Pennsylvania, July 10, 1944, by O'Donnell Fruit Company of cars WFE 65590, MDT 20064 (FGE 19185, FGE 33870, FGE 32672, oranges, now on the Pennsylvania Railroad to Chas. Abbate Company, Chicago, Illinois (PRR).

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 10th day of July, 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10416; Filed, July 14, 1944; 10:56 a. m.]

[S. O. 70-A, Special Permit 367]

RECONSIGNMENT OF POTATOES AT KANSAS CITY, MO.-KANS.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Kansas City, Missouri-Kansas, July 11, 1944, by L. S. Taube Company, of cars of potatoes, now on the A. T. & S. F. Railway, FGE 51072 to Paducah, Kentucky (Burlington), and ART 152262 to Springfield, Missouri (Mo. Pac), account necessary to recondition cars.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 11th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10417; Filed, July 14, 1944; 10:56 a. m.]

[S. O. 70-A, Special Permit 368]

RECONSIGNMENT OF PEACHES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Chicago, Illinois, July 11, 1944, by M. Lapidus Sons, of car FGE 33063, peaches, now on the Chicago and Eastern Illinois Railroad, to Frank Fruit Company, Madison, Wisconsin.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 11th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10418; Filed, July 14, 1944; 10:56 a. m.]

[S. O. 70-A, Special Permit 369]

RECONSIGNMENT OF GRAPEFRUIT AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Chicago, Illinois, not later than July 11, 1944, by C. R. I. & P. Railroad of car SFRD 34457, grapefruit, on the Chicago Produce Terminal, to Dannis Brokerage Company, New York, New York.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 11th day of July, 1944.

V. C. CLINGER,
Director,
Bureau of Research.

[F. R. Doc. 44–10419; Filed, July 14, 1944; 10:57 a. m.]

[S. O. 200, Special Permit 125]

REICING OF POTATOES AT ROANOKE, VA.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice in transit, one time only, at Roanoke, Virginia (N&W), as ordered by U. S. Army Quartermaster Corps, car ART 21560, potatoes, shipped July 8, 1944, from North American Cold Storage Company, East St. Louis, Illinois, to Supply Officer, Naval Supply Depot, Norfolk, Virginia (B&O-N&W-Vgn).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 8th day of July, 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10420; Filed, July 14, 1944; 10:57 a. m.]

[S. O. 200, Special Permit 126]

REICING OF POTATOES AT DUBUQUE, IOWA

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice, one time only, at Dubuque, Iowa, July 8, 1944, as requested by W. L. Ennis, C. M. St. P. & P. Railroad, cars SFRD 16384 and PFE 41326, potatoes, now on the C. M. St. P. & P. Railroad, because refused account condition and refrigeration needed to prevent further deterioration.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 8th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10421; Filed, July 14, 1944; 10:57 a. m.]

[S. O. 200, Special Permit 127]

REICING OF POTATOES AT HOUSTON, TEX.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice in transit, one time only, at Houston, Texas, (Mo. Pac. Lines), as ordered by U. S. Army Quarter Master Corps, car ART 16758, potatoes, moving July 8, 1944, from Quarter Master Market Center, St. Louis, Missouri, to Naval Air Station, Flower Bluff, Texas, (Mo. Pac.-T. & P.-Mo. Pac. Lines–Tex. Mex.)

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 8th day of July, 1944.

V. C. CLINGER,
Director,
Bureau of Service,

[F. R. Doc. 44–10422; Filed, July 14, 1944; 10:57 a. m.]

[S. O. 200, Special Permit 128]

REICING OF POTATOES AT ST. LOUIS, MO.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice once ART 16758 potatoes, now on Terminal Railroad Association of St. Louis at St. Louis, Missouri, consigned to Flourbluff, Texas, via Missouri Pacific.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 10th day of July, 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10423; Filed, July 14, 1944; 10:57 a. m.]

ELECTRIC RAILWAYS

UNIFORM SYSTEM OF ACCOUNTS

At a session of the Interstate Commerce Commission, Division 1, held at its office in Washington, D. C., on the 10th day of July, A. D. 1944.

In the matter of a uniform system of accounts to be kept by Electric Railways.

In the matter of the order of July 13, 1937, effective July 1, 1937, prescribing operating revenue account 108½, "Protective service revenue—Perishable freight," for electric railways, and subsequent orders, finally changing the effective date to January 1, 1945.

It is ordered, That the effective date be changed to January 1, 1946.

By the Commission, Division 1.

[SEAL] W. P. BARTEL,
Secretary.

[F. R. Doc. 44–10406; Filed, July 14, 1944; 10:55 a. m.]

STEAM ROADS

UNIFORM SYSTEM OF ACCOUNTS

At a session of the Interstate Commerce Commission, Division 1, held at its office in Washington, D. C., on the 10th day of July, A. D. 1944.

In the matter of a uniform system of accounts to be kept by steam roads.

In the matter of the Order of July 13, 1937, effective July 1, 1937 prescribing operating revenue account 117, "Protective service—Perishable freight," for steam roads, and subsequent orders finally changing the effective date to January 1, 1945.

It is ordered, That the effective date be changed to January 1, 1946.

By the Commission, Division 1.

[SEAL] W. P. BARTEL,
Secretary.

[F. R. Doc. 44–10407; Filed, July 14, 1944; 10:55 a. m.]

OFFICE OF ALIEN PROPERTY CUSTODIAN.

[Vesting Order 500A–21]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners or potential owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows:

All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on March 25, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners or potential owners of copyrights	Column 5 Identified persons whose interests are being vested
A. Foreign 16447 and A. Foreign 19052.	Illustrierte Technische Worterbucher (Band XVII Luftfahrt aeronautics aeronautique aeronautica).	Alfred Schlomann (Nationality unknown).	Technische-Worterbucher Verlag, G. m. b. H. of Berlin, Germany.	Owner.

[F. R. Doc. 44–10341; Filed, July 13, 1944; 11:36 a. m.]

[Vesting Order 500A–22]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners or potential owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows:

All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on March 25, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners or potential owners of copyrights	Column 5 Identified persons whose interests are being vested
R 64470	Orchester Studien für viola aus Symphonischen Werken (One Volume).	Richard Strauss (Deceased). Hugo von Steiner (Editor) of Germany.	Hugo von Steiner of Wien IV, Austria.	Owner.
R. 64471	Orchesterstudien für Violoncell. a. symphonischen Werken Heft I., II. & III.	Richard Strauss (Deceased). Wilhelm Jeral (Editor) of Germany.	Charlotte Jeral of Wien IV, Austria.	Owner.

[F. R. Doc. 44–10342; Filed, July 13, 1944; 11:36 a. m.]

[Vesting Order 500A–23]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owner of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows:

All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C. on April 8, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1	Column 2	Column 3	Column 4	Column 5
Copyright numbers	Titles of works	Names and last known nationalities of authors	Names and last known addresses of owners of copyrights	Identified persons whose interests are being vested
R. 21945.....	Chanson Espagnole No. 1 en Fa majeur.	Armand Lafrique ((Nationality not established) (Lyrique) Cecile Chaminade of France (Musique).	Cecile Chaminade, 39 Blvd. d'Italie, Le Vesinet (Seine and Oise) France.	Owner.
R. 21946.....	Chanson Espagnole No. 2 en Mi bemol.	Armand Lafrique (Nationality not established) (Lyrique) Cecile Chaminade of France (Musique).	Cecile Chaminade, 39 Blvd. d'Italie, Le Vesinet (Seine and Oise) France.	Owner.
R. 21947.....	Chanson Espagnole No. 3 en re bemol.	Armand Lafrique (Nationality not established) (Lyrique) Cecile Chaminade of France (Musique).	Cecile Chaminade, 39 Blvd. d'Italie, Le Vesinet (Seine and Oise) France.	Owner.

[F. R. Doc. 44–10343; Filed, July 13, 1944; 11:36 a. m.]

[Vesting Order 500A–24]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows:

All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C. on April 8, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1	Column 2	Column 3	Column 4	Column 5
Copyright numbers	Titles of works	Names and last known nationalities of authors	Names and last known addresses of owners of copyrights	Identified persons whose interests are being vested
Unknown....	Technische Thermodynamik (2 volumes).	von Dr.-Ing. Fr. Bosnjakovic (Nationality not established).	Theodor Steinkopff, Dresden and Leipzig, Germany (Nationality: German).	Owner.

[F. R. Doc. 44–10344; Filed, July 13, 1944; 11:37 a. m.]

[Vesting Order 500A–25]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows:

All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C. on April 20, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1	Column 2	Column 3	Column 4	Column 5
Copyright numbers	Titles of works	Names and last known nationalities of authors	Names and last known addresses of owners of copyrights	Identified persons whose interests are being vested
Unknown....	Kerbspannungslehre.....	Heinz Neuber (Nationality not established).	Julius Springer Linkstr. 22/24 Berlin W9, Germany (Nationality: German).	Owner.

[F. R. Doc. 44–10345; Filed, July 13, 1944; 11:37 a. m.]

[Vesting Order 500A–26]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows:

All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property

Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C. on April 29, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1	Column 2	Column 3	Column 4	Column 5
Copyright numbers	Titles of works	Names and last known nationalities of authors	Names and last known addresses of owners of copyrights	Identified persons whose interests are being vested
Unknown....	Strahlenoptik.....	Dr. M. Herzberger (Nationality not established).	Julius Springer Berlin, Germany (Nationality: German).	Owner.

[F. R. Doc. 44–10346; Filed, July 13, 1944; 11:37 a. m.]

[Vesting Order 500A–28]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows:

All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on May 7, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1	Column 2	Column 3	Column 4	Column 5
Copyright numbers	Titles of works	Names and last known nationalities of authors	Names and last known addresses of owners or potential owners of copyrights	Identified persons whose interests are being vested
E. Foreign 30695.	Badonviller Marsch.....	Georg First (Nationality not established).	B. Schott's Söhne, Mainz, Germany.	Owner.

[F. R. Doc. 44–10347; Filed, July 13, 1944; 11:37 a. m.]

[Vesting Order 500A–29]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows:

All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C. on May 7, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1	Column 2	Column 3	Column 4	Column 5
Copyright numbers	Titles of works	Names and last known nationalities of authors	Names and last known addresses of owners or potential owners of copyrights	Identified persons whose interests are being vested
Unknown....	Histoire de la Litterature Francaise Classique.	Daniel Mornet (Nationality not established).	Librairie Armand Colin Paris, France.	Owner.

[F. R. Doc. 44–10348; Filed, July 13, 1944; 11:38 a. m.]

[Vesting Order 550A–30]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows:

All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foreging, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date heerof, or within such further time as may be allowed by the Alien Property

Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on May 7, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1	Column 2	Column 3	Column 4	Column 5
Copyright numbers	Titles of works	Names and last known nationalities of authors	Names and last known addresses of owners of copyrights	Identified persons whose interests are being vested
Unknown	Lili Marlene	Norbert Schultze and Hans Leip of Germany (Exact address not established).	Unknown	Authors.

[F. R. Doc. 44–10349; Filed, July 13, 1944; 11:38 a. m.]

[Vesting Order 500A–32]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows:

All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C. on May 14, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1	Column 2	Column 3	Column 4	Column 5
Copyright numbers	Titles of works	Names and last known nationalities of authors	Names and last known addresses of owners of copyrights	Identified persons whose interests are being vested
A. Foreign 33391.	Heilung der blutdruckkrankheit durch atemubungen.	Lothar Gottlieb Tirala of Germany (Exact address not established).	H. Bechhold verlagsbuchhandlung Frankfort/Main, Germany (Nationality: German).	Author and owner.

[F. R. Doc. 44–10350; Filed, July 13, 1944; 11:38 a. m.]

[Vesting Order 500A–34]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows:

All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C. on September 4, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1	Column 2	Column 3	Column 4	Column 5
Copyright numbers	Titles of works	Names and last known nationalities of authors	Names and last known addresses of owners of copyrights	Identified persons whose interests are being vested
R. 36774....	Madame Sans Gene.	Victorien Sardou and Emile Moreau of France (Both deceased).	Genevieve Sardou de Flers of France c/o Alfred Bloch, Agent General de la Societe des Auteurs et Compositeurs Dramatiques, 9–11 Rue Ballu, Paris (XIXieme), France.	Owner and Robert de Flers, Academie Francaise, Paris, France (Nationality: French) and Veuve Philippe Eusebe Moreau, Paris, France (Nationality: French) and Madame Veuve Emile Moreau, Briennon sur Armencon, Yonne, France (Nationality: French) and Charles Delac, 11 Boulevard des Italiens, Paris, France (Nationality: French).

[F. R. Doc. 44–10351; Filed, July 13, 1944; 11:39 a. m.]

[Vesting Order 500A–35]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows:

All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such

return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C. on May 21, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
A. Foreign 43676.	Zur Chemie der Kunstoffe....	Emil Dreher of Germany (Exact address not established).	J. F. Lehmanns Verlag Paul Heysestr. 26 München, Germany (Nationality: German).	Author and owner.
Unknown....	Die Physik des 20 Jahrhunderts.	Pascual Jordan (Nationality not established).	F. Vieweg & Sohn, Braunschweig, Germany (Nationality: German).	Owner.
Unknown....	Handbuch der präparativen Chemie 3. verb. und verm. Aufl.	Ludwig Vanino (Nationality not established).	F. Enke, Stuttgart, Germany (Nationality: German).	Owner.
Unknown....	Die Differential—und Intergral gleichungen der Mechanik und Physik. 2 v.	Philipp Frank (Nationality not established) and Mises Richard von, (Nationality not established).	F. Vieweg & Sohn, Braunschweig, Germany (Nationality: German).	Owner.
Unknown....	Handbuch der kunstlichen plastischen Massen. Herstellung und Eigenschaften kunstlich plastischer Massen und ihre Verwendung en industriellen Zwecken. Systematische Patentübersicht. 2. Aufl.	Oscar Kausch (Nationality not established).	Lehmanns Verlag München, Germany (Nationality: German).	Owner.
Unknown....	Einführung in Theorie und Technik der Decimeterwellen.	Otto Groos (Nationality not established).	S. Hirzel, Leipzig, Germany (Nationality: German).	Owner.
Unknown....	Die Korrosion metallischer Werkstoffe. Vol. 1: Die Korrosion des Eisens und seiner Legierungen, 1936. Vol. 2: Die Korrosion von Nichteisen-metallen und deren Legierungen, 1938. Vol. 3: Der Korrosionsschutz metallischer Werkstoffe und ihrer Legierungen, 1940.	Oswald Bauer, and Krohnke and Massing (Nationalities not established).	S. Hirzel Leipzig, Germany (Nationality: German).	Owner.
Unknown....	Wachse, wachsähnliche Stoffe und technische Wachsgemenge. Mit 6 Abbildungen und 6 zum Teil umfangreichen Tabellen.	Emil Johannes Fischer (Nationality not established).	T. Steinkopf, Dresden und Leipzig, Germany (Nationality: German).	Owner.
A. Foreign 47094.	Technologie der Zinkle gierungen. 2 erweit. Aufl.	Arthur Burkhardt of Germany (Exact address not established).	Julius Springer, Berlin, Germany (Nationality: German).	Author and owner.
A. Foreign 18381.	Organô-metallverbindungen. Vol. 16, Part 1.	Franz Runge of Germany (Exact address not established).	Wissenschaftliche Verlagsgesellschaft Stuttgart, Germany (Nationality: German).	Author and owner.
A. Foreign 25096.	Organo-metallverbindungen. Vol. 16, Part 2.	Julius Schmidt of Germany (Exact address not established).	Wissenschaftliche Verlagsgesellschaft Stuttgart, Germany (Nationality: German).	Author and owner
A. Foreign 32638.	Regelung and Ausgleich in Dampfanlagen.	Theodore Stein of Germany (Exact address not established.	Julius Springer Berlin, Germany (Nationality: German).	Author and owner.

[F. R. Doc. 44–10352; Filed, July 13, 1944; 11:39 a. m.]

[Vesting Order 9836]

LISY FEIGEL

In re: Interests in real property, insurance policies and a claim owned by Lisy Feigel.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Lisy Feigel is a resident of Germany, whose last known address is Darmstadt, Olbrigweg, Germany, and is a national of a designated enemy country (Germany);

2. That Lisy Feigel is the owner of the property described in subparagraph 3 hereof;

3. That the property described as follows:

a. The undivided two-thirds interest in the real property known as 609–11 De Kalb Avenue, Brooklyn, New York, particularly described in Exhibit A attached hereto and by reference made a part hereof, together with all hereditaments, fixtures, improvements and appurtenances thereto and any and all claims for rents, refunds, benefits or other payments arising from the ownership of the undivided two thirds interest in such property,

b. The undivided two-thirds interest in the real property known as 215 Nostrand Avenue, Brooklyn, New York, particularly described in Exhibit B attached hereto and by reference made a part hereof, together with all hereditaments, fixtures, improvements and appurtenances thereto and any and all claims for rents, refunds, benefits or other payments arising from the ownership of the undivided two-thirds interest in such property,

c. All right, interest and claim of Lisy Feigel and every other national of a designated enemy country, in and to certain insurance policies particularly described in Exhibit C attached hereto and by reference made a part hereof,

is property within the United States owned or controlled by a national of a designated enemy country (Germany);

And determining that the property described in subparagraph 3–c hereof is necessary for the maintenance or safeguarding of other property (namely, that hereinbefore described in subparagraps 3–a and 3–b) belonging to the same national of the same designated enemy country and subject to vesting (and in fact vested by this order) pursuant to section 2 of said Executive order;

And further determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action, after appropriate consultation and certification required by law, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described in subparagraph 3 hereof, subject to recorded liens, encumbrances and other rights of record held by or for persons who are not nationals of designated enemy countries, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest, and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall this order be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC–1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C. on June 19, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10353; Filed, July 13, 1944; 11:36 a. m.]

FRANZ E. LOES

ORDER FOR AND NOTICE OF HEARING

Whereas, by Vesting Order No. 110 of August 24, 1942 (7 F.R. 7058), the Alien Property Custodian vested all of the capital stock of Riedel-de Haen, Inc., a New York corporation, consisting of 450 shares of $100 par value common stock, as the property of a national of a designated enemy country (Germany); and

Whereas, Franz E. Loes has filed a notice of claim, No. 802, which asserts that he is a citizen and a resident of the United States and that he is the owner of one share (evidenced by certificate No. 14), of the aforesaid capital stock of Riedel-de Haen, Inc., so vested.

Now therefore, it is ordered, Pursuant to the regulations heretofore issued by the Alien Property Custodian, as amended (8 F.R. 16709), that a hearing on said claim be held before the Vested Property Claims Committee or any member or members thereof on Friday, July 28, 1944, at 10:00 a. m. Eastern War Time, at the Office of the Alien Property Custodian, 120 Broadway, New York, N. Y., to continue thereafter at such time and place as the Committee may determine. *It is further ordered,* That copies of this notice of hearing be served by registered mail upon the claimant and upon the person designated in paragraph 2 of the said notice of claim, and be filed with the Division of the Federal Register.

Any person desiring to be heard either in support of or in opposition to the claim may appear at the hearing, and is requested to notify the Vested Property Claims Committee, Office of Alien Property Custodian, National Press Building, 14th and F Streets NW., Washington (25), D. C., on or before July 24, 1944.

The foregoing characterization of the claim is for informational purposes only, and shall not be construed to constitute an admission or an adjudication by the Office of Alien Property Custodian as to the nature or validity of the claim. Copies of the claim and of the said vesting order are available for public inspection at the address last above stated.

By authority of the Alien Property Custodian.

[SEAL] VESTED PROPERTY CLAIMS COMMITTEE,
JOHN C. FITZGERALD,
Chairman.

JULY 12, 1944.

[F. R. Doc. 44–10339; Filed, July 13, 1944; 11:36 a. m.]

CLARA BIRNHOLZ AND WILLIAM A. SCHUYLER

ORDER FOR AND NOTICE OF HEARING

Whereas, by Vesting Order No. 201 of October 2, 1942 (8 F.R. 625) the Alien Property Custodian vested, among other things, the following described property:

All right, title and interest including all accrued royalties and all damages and profits recoverable at law or in equity from any person, firm, corporation or government for past infringement thereof in and to United States Patent No. 2,257,253 registered in the United States Patent Office in the name of Wilhelm Wemhoner and Werner Plagemann, both of Berlin, Germany.

Whereas, Clara Birnholz and William A. Schuyler have filed Notices of Claims Nos. 283 and 703 respectively. The claim of Clara Birnholz asserts that she is Stateless but a resident of the United States and the claim of William A. Schuyler asserts that he is a citizen and resident of the United States. Each of the said claimants assert in said claims that they are the owners of the property so vested or an interest therein.

Now therefore, it is ordered, Pursuant to the regulations heretofore issued by the Alien Property Custodian, as amended (8 F.R. 16709), that a hearing on said claims be held before the Vested Property Claims Committee or any member or members thereof on Thursday, July 27, 1944, at 10:00 a. m. Eastern War Time, at the Office of the Alien Property Custodian, 120 Broadway, New York, New York, to continue thereafter at such time and place as the Committee may determine. *It is further ordered,* That copies of this notice of hearing be served by registered mail upon the claimants and upon the person designated in paragraph 2 of the said notices of claims, and be filed with the Division of the Federal Register.

Any person desiring to be heard either in support of or in opposition to the claims may appear at the hearing, and is requested to notify the Vested Property Claims Committee, Office of Alien Property Custodian, National Press Building, 14th and F Streets, N. W., Washington (25), D. C., on or before July 23, 1944.

The foregoing characterization of the claims is for informational purposes only, and shall not be construed to constitute an admission or an adjudication by the Office of Alien Property Custodian as to the nature or validity of the claims. Copies of the claims and of the said vesting order are available for public inspection at the address last above stated.

By authority of the Alien Property Custodian.

[SEAL] VESTED PROPERTY CLAIMS COMMITTEE,
JOHN C. FITZGERALD,
Chairman.

JULY 12, 1944.

[F. R. Doc. 44–10340; Filed, July 13, 1944; 11:36 a. m.]

OFFICE OF PRICE ADMINISTRATION.

[MPR 136, Rev. Order 194]

POTDEVIN MACHINE COMPANY

ADJUSTMENT OF MAXIMUM PRICES

Order No. 194 under Maximum Price Regulation 136, as amended, is redesignated Revised Order No. 194 and is revised and amended to read as set forth herein.

For the reasons set forth in an opinion, issued simultaneously herewith and filed with the Division of the Federal Register, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Orders 9250 and 9328, and pursuant to § 1390.25 a of Maximum Price Regulation 136, as amended, *It is ordered:*

(a) The maximum prices for sales of roll converting machinery by the Potdevin Machine Company, Brooklyn, New York, shall be determined as follows: The manufacturer shall mutiply the maximum price he had in effect to a purchaser of the same class on February 13, 1944, by 106 per cent.

(b) Resellers of roll converting machinery manufactured by the Potdevin Machine Company shall determine their maximum net selling prices as follows: The reseller shall add to his maximum net selling price in effect to a purchaser of the same class on February 13, 1944, the same dollar amount by which his costs have been increased due to the adjustment granted the Potdevin Machine Company by this order.

(c) The Potdevin Machine Company shall notify those customers who buy roll converting machinery for resale of the amount by which this order permits resellers to increase their maximum net selling prices.

(d) All requests not granted herein are denied.

(e) This revised order may be revoked or amended by the Price Administrator at any time.

This revised order shall become effective July 14, 1944.

Issued this 13th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10365; Filed, July 13, 1944; 11:52 a. m.]

[MIPR, Order 24]

ARNOLD KORNICKER

ESTABLISHMENT OF MAXIMUM PRICES

Order No. 24 under section 21 of the Maximum Import Price Regulation.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and by Executive Orders Nos. 9250 and 9328, it is ordered:

(a) *Effect of this order.* This order establishes maximum prices at which the importer may sell and maximum prices at which retailers may buy and sell, No. 2 all steel go-cart carriages with piped three-bow hood, chrome reversible tubular push handle, fully upholstered body, 3 position foot rest and back rest, 8½" x ¾" rubber tired spoke wheels; No. 2A go-carts of same description as No. 2, except with storm shield; No. 3 go-carts of same description as No. 2, except with added chrome hub caps, four bow hood with valence and no-draft curtain and three position back rest with pocket; No. 3A go-cart of same description as No. 3, except with added storm shield. These go-carts are imported from Canada by Mr. Arnold Kornicker, 2295 Grand Concourse, Bronx, New York, hereinafter called the "importer."

(b) *Maximum prices on sales by importer and by retailers.* The importer may not sell, and no retailer may buy,

the go-carts described below at prices, f. o. b. New York City, higher than those set forth in Column II. No retailer may sell, and no person may pay, prices higher than those set forth in Column III for such go-carts.

I	II	III
Type of go-cart	Sales by importer to retailers	Sales by retailers to consumers
No. 2	$14.50 each	$23.95 each.
No. 2A	$15.90 each	$24.95 each.
No. 3	$17.25 each	$27.95 each.
No. 3A	$18.25 each	$28.95 each.

(c) *Reduction of prices.* Whenever the total landed cost to the importer on which the above maximum prices are established decrease by 5% or more, he shall immediately notify the Export-Import Price Branch, OPA, Washington, D. C., of the extent of the reduction in cost and the Price Administrator may then establish new maximum prices for these go-carts.

(d) *Importer to notify retailers.* The importer shall furnish a copy of this order to each retailer to whom any such go-carts are sold and shall also include on the invoice the following statement:

The inclosed Order No. 24 issued under the Maximum Import Price Regulation by OPA establishes your maximum selling prices for these go-carts.

(e) *Revocation and amendment.* This order may be revoked or amended at any time.

This order shall become effective July 14, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10364; Filed, July 13, 1944; 11:53 a. m.]

[Max. Import Price Reg., Order 25]

BALLY, INC.

ESTABLISHMENT OF MAXIMUM PRICES

Order No. 25 under section 21 of the Maximum Import Price Regulation.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and by Executive Orders Nos. 9250 and 9328, It is ordered:

(a) *Effect of this order.* This order establishes maximum prices at which the importer may sell and maximum prices at which retailers may buy and sell, certain women's shoes imported from Switzerland by Bally, Inc., 11 West 42nd Street, New York, New York, hereinafter called the "importer."

(b) *Maximum price on sales by importer and by retailers.* The importer may not sell, and no retailer may buy, the women's shoes described below at prices on a delivered basis higher than those set forth in Column II. No retailer may sell, and no person may pay, prices higher than those set forth in Column III for such women's shoes.

I		II	III
Womens' shoes		Sales by importer to retailers	Sales by retailers to consumers
Pattern	Material		
Squalo	Calf	$8.90	$15.50
Galileo	Calf	8.90	15.50
Prenez-moi	Calf	8.90	15.50
Alex	Calf	9.40	16.45
Elan	Calf	9.40	16.45
Surprise	Calf	10.00	17.50
Surprise	Suede	10.85	18.95
Palma	Calf	10.00	17.50
Palma	Suede	10.85	18.95
Mezzo forte	Calf	9.75	16.95
Blonda	Calf	10.00	17.50
Blonda	Suede	10.60	18.50
Nemesis	Calf	10.85	18.95
Trillo	Calf	10.85	18.95
Prologo	Calf	10.85	18.95

(c) *Reduction of prices.* Whenever the total landed cost to the importer on which the above maximum prices are established decrease by 5% or more, he shall immediately notify the Export-Import Price Branch, Office of Price Administration, Washington, D. C., of the extent of the reduction in cost and the Price Administrator may then establish new maximum prices for women's shoes.

(d) *Importer to notify retailers.* The importer shall furnish a copy of this order to each retailer to whom any such women's shoes are sold and shall also include on the invoice the following statement:

The enclosed Order No. 25 issued under the Maximum Import Price Regulation by OPA establishes your maximum selling prices for women's shoes.

(e) *Revocation and amendment.* This order may be revoked or amended at any time.

This order shall become effective July 14, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10366; Filed, July 13, 1944; 11:52 a. m.]

[MPR 306, Rev. Order 56]

CERTAIN PACKED FOOD PRODUCTS

ADJUSTMENT OF MAXIMUM PRICES

Order No. 56 under Maximum Price Regulation No. 306 is revised and amended to read as follows:

For the reasons set forth in an opinion issued simultaneously herewith, and in accordance with § 1341.566 of Maximum Price Regulation No. 306, *It is ordered:*

(a) That sales and deliveries of packed peas, snap beans, corn, tomatoes, tomato products, spinach, beets, carrots, lima beans, asparagus, red sour pitted cherries, apricots, packed berries, peaches (clingstone and freestone), pears, fruit cocktail, figs and sweet cherries of the 1944 pack may be made by processors to government procurement agencies, subject to an agreement between the buyer and seller, in each case, that the price shall be determined pursuant to action taken by the Office of Price Administration after delivery.

In any such sale the processor shall not invoice the goods at a price higher than the maximum price in effect at the time of delivery, nor shall he receive payment of more than that price until permitted by action taken by the Office of Price Administration.

(b) This order shall be automatically revoked upon the establishment by the Office of Price Administration of new maximum prices for the commodities named in paragraph (a).

This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 13, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10376; Filed, July 13, 1944; 4:41 p. m.]

[RMPR 506, Order 11]

UNITED GLOVE CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 11 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the United Glove Company and other sellers. Docket No. N6657-506-64-7.

For reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

(a) On and after July 13, 1944, the United Glove Company, 2439 W. Fond du Lac Avenue, Milwaukee, Wisconsin, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the United Glove Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Col. A Manufacturers' prices: Group I ceiling	Col. A Manufacturers' prices: Group II ceiling	Col. B Wholesalers' prices
837	Men's gunn cut, shoulder split palm, full leather thumb, ¾ leather back, leather pull, 8 ounce flannel back, 4½" double (2-ply thickness) gauntlet.	$6.00	$6.55	$7.22½
837B	Men's gunn cut shoulder split palm, full leather thumb, ¾ leather back, leather pull, 8 ounce flannel back, 2" double (2-ply thickness) safety cuff.	5.75	6.25	6.92½
1105	Men's gunn cut heavy side split palm, full leather thumb, ¾ leather back, leather pull, 8 ounce flannel back, 6 ounce or heavier palm lining, 4½"double (2-ply thickness—48 ounce waterproof material) gauntlet.	7.95	8.65	9.57½
1105B	Men's gunn cut heavy side split palm, full leather thumb, ¾ length leather back, leather pull, 8 ounce flannel back, 6 ounce heavier palm lining, 2" double (2-ply thickness, 48 ounce waterproofed material) safety cuff.	7.45	8.10	8.97½
1137	Men's gunn cut, #1 grade shoulder split palm, full leather thumb, ¾ length leather back, leather pull, 8 ounce flannel back, 6 ounce or heavier palm lining, 4½" double (2-ply thickness) gauntlet.	6.65	7.25	8.00
1137B	Men's gunn cut, #1 grade shoulder split palm, full leather thumb, ¾ length leather back, leather pull, 8 ounce flannel back, 6 ounce or heavier palm lining, 2" double (2-ply thickness) safety cuff.	6.40	7.00	7.70

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the United Glove Company, on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The United Glove Company must furnish each of its customers, who, on or after July 13, 1944, purchases the style numbers listed in paragraph (a) for the purposes of resale, a notice in the form set forth below. The United Glove Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 11 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the United Glove Company.

OPA has ruled that the United Glove Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Col. A Manufacturers' prices: Group I ceiling	Col. A Manufacturers' prices: Group II ceiling	Col. B Wholesalers' prices
837—S	$6.00	$6.55	$7.22½
837—B—S	5.75	6.25	6.92½
1105—S	7.95	8.65	9.57½
1105B—S	7.45	8.10	8.97½
1137—S	6.65	7.25	8.00
1137B—S	6.40	7.00	7.70

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This order No. 11 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 13, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10377; Filed, July 13, 1944; 4:41 p. m.]

[RMPR 506, Order 12]

KAUL GLOVE AND MFG. CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 12 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Kaul Glove and Manufacturing Company and other sellers. (Docket No. N6657-506-4-7).

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

(a) On and after July 13, 1944, the Kaul Glove and Manufacturing Company, 1431 Brooklyn Street, Detroit, Michigan, may sell and deliver to any purchaser, and such purchaser may buy from it the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Kaul Glove and Manufacturing Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Col. A Manufacturers' prices: Group I ceiling	Col. A Manufacturers' prices: Group II ceiling	Col. B Wholesalers' prices
A	Men's gunn cut, heavy side split leather palm, full leather thumb, leather fingertips, leather pull, leather knuckle strap, 8 ounce canton flannel back, 6 ounce palm lining, 4½" 44 ounce double (2 ply thickness) waterproof gauntlet.	$7.45	$8.10	$8.97½
B	Men's gunn cut heavy side split leather palm, full leather thumb, leather fingertips, leather pull, leather knuckle strap, 8 ounce canton flannel back, 6 ounce palm lining, knit wrist.	6.95	7.55	8.37½
D	Men's clute cut heavy side split leather palm, ¾ leather thumb, 10 ounce canton flannel back and palm lining, 4½"double (2 ply thickness) gauntlet.	5.50	5.90	6.62½

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Kaul Glove and Manufacturing Company, on all deliveries of the style, numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Kaul Glove and Manufacturing Company must furnish each of its customers, who, on or after February 21, 1944, purchased or purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Kaul Glove and Manufacturing Company must also notify each such customer (other than a seller at retail) that he is required in turn to

transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 12 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Kaul Glove and Manufacturing Company.

OPA has ruled that the Kaul Glove and Manufacturing Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Col. A Manufacturer's prices		Col. B
	Group I ceiling	Group II ceiling	Wholesalers' prices
AS	$7.45	$8.10	$8.97½
BS	6.95	7.55	8.37½
DS	5.50	5.90	6.62½

You will note that the letter "S" follows the manufacturers lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 12 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

(f) On all deliveries of the work glove numbers listed in paragraph (a) since February 21, 1944 pursuant to OPA adjustable pricing authorizations, the Kaul Glove and Manufacturing Company must refund to its customers any monies collected in excess of the ceiling prices authorized in this order. Within thirty days from the effective date of this order, The Kaul Glove and Manufacturing Company shall send to OPA, Washington, D. C., a notification of the steps it has taken to comply with the provisions of this paragraph (f) of this order.

This order shall become effective July 13, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong., E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July, 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10378; Filed, July 13, 1944; 4:41 p. m.]

[RMPR 506, Order 13]

PORTLAND GLOVE CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 13 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Portland Glove Company and other sellers. Docket No. N6657-506-41-7.

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

(a) On and after July 13, 1944, the Portland Glove Company, Portland, Oregon, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove number enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase this number from the Portland Glove Company may make "regular sales" at wholesale of such gloves, at or below the price set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Col. A Manufacturer's prices		Col. B
		Group I ceiling	Group II ceiling	Wholesalers' prices
Pot-tender special.	Men's clute cut nap out palm bot mill glove, 12 ounce Canton flannel palm, thumb and forefinger, 12 ounce flannel palm, thumb and forefinger lining, 12 ounce flannel back and pull, 12 ounce flannel knuckle strap, 1¾" or longer 12 ounce material band top.	$3.50	$3.82½	$4.22½

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of Revised Maximum Price Regulations 506.

(2) The provisions in section 4 (a) of Revised Maximum Price Regulation 506 with respect to a manufacturers' "wholesale percentage," and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Portland Glove Company, on all deliveries of the style number listed in paragraph (a), made pursuant to this order, on and after September, 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Portland Glove Company must furnish each of its customers, who, on or after July 13, 1944, purchases the style number listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Portland Glove Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 13 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove number enumerated in the table below, manufactured by the Portland Glove Company.

OPA has ruled that the Portland Glove Company may sell this number at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of this number at or below the price listed in Column B. Retailers will determine their ceiling prices on this number in accordance with section 2 of RMPR 506.

Style No.	Col. A Manufacturer's prices		Col. B
	Group I ceiling	Group II ceiling	Wholesalers' prices
Pot-tender special—S	$3.50	$3.82½	$4.22½

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 13 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 13, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July, 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10379; Filed, July 13, 1944; 4:41 p. m.]

[RMPR 506, Order 14]

CENTRAL GLOVE CO. OF WISCONSIN

ADJUSTMENT OF MAXIMUM PRICES

Order No. 14 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Central Glove Company of Wisconsin and other sellers. Docket No. N6657-506-58-7.

For the reasons set forth in an opinion issued simultaneously herewith; *It is ordered:*

(a) On and after July 13, 1944, the Central Glove Company of Wisconsin, 2621 North Third Street, Milwaukee, Wisconsin, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Central Glove Company of Wisconsin may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Col. A Manufacturer's prices		Col. B
		Group I ceiling	Group II ceiling	Wholesalers' prices
37	Men's clute cut shoulder split leather palm, full leather thumb, ¾ length leather back, 8 ounce flannel back 3" rubberized canvas safety cuff.	$6.20	$6.75	$7.22½
27RB	Men's clute cut side split leather palm, full leather thumb, ¾ length leather back, 8 ounce flannel back, 2" rubberized canvas safety cuff.	6.55	7.10	7.90

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Central Glove Company of Wisconsin on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Central Glove Company of Wisconsin must furnish each of its customers, who, on or after July 13, 1944, purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Central Glove Company of Wisconsin must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 14 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Central Glove Company of Wisconsin.

OPA has ruled that the Central Glove Company of Wisconsin may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Col. A Manufacturer's prices		Col. B
	Group I ceiling	Group II ceiling	Wholesalers' prices
37S	$6.20	$6.75	$7.22½
27RBS	6.55	7.10	7.90

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 14 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 13, 1944.

(56 Stat. 23, 765; 57 Stat. 516; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July, 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10380; Filed, July 13, 1944; 4:42 p. m.]

[RMPR 506, Order 15]

MODEL GLOVE CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 15 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Model Glove Company and other sellers. (Docket No. N6657-506-32-7).

For reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

(a) On and after July 13, 1944, the Model Glove Company, Greenville, Illinois, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Model Glove Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A Manufacturers' prices		Col. B
		Group I ceiling	Group II ceiling	Wholesalers' prices
Grey fox	Men's gunn cut, split leather palm and thumb, leather finger tips, pull and knuckle strap, 8 ounce canton flannel back, 6 ounce or heavier palm lining, 2½" double (2-ply thickness) safety cuff.	$5.75	$6.25	$6.92½
Silver fox	Men's gunn cut, split leather palm and thumb, leather finger tips, pull and knuckle strap, 8 ounce canton flannel back, 6 ounce or heavier palm lining, 4" waterproof flexible gauntlet cuff.	6.20	6.75	7.47½

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage," and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Model Glove Company, on all deliveries of the style numbers listed in paragraph (a), made pursuant to this Order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this Order.

(d) The Model Glove Company must furnish each of its customers, who, on or after February 24, 1944, purchased or purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Model Glove Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 15 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Model Glove Company.

OPA has ruled that the Model Glove Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will de-

termine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Col. A Manufacturers' prices		Col. B
	Group I ceiling	Group II ceiling	Wholesalers' prices
Grey fox-S	$5.75	$6.25	$6.92½
Silver fox-S	6.20	6.75	7.47½

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under Section 4 (b).

(e) This Order No. 15 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

(f) On all deliveries of the work glove numbers listed in paragraph (a) since February 24, 1944 pursuant to OPA adjustable pricing authorizations, The Model Glove Company must refund to its customers any monies collected in excess of the ceiling prices authorized in this order. Within thirty days from the effective date of this order, The Model Glove Company shall send to OPA, Washington, D. C., a notification of the steps it has taken to comply with the provisions of this paragraph (f) of this order.

This order shall become effective July 13, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July, 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10381; Filed, July 13, 1944; 4:42 p. m.]

[RMPR 506, Order 16]

ENOCH MFG. CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 16 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Enoch Manufacturing Company and other sellers. (Docket No. N6657-506-44-7).

For the reasons set forth in an opinion issued simultaneously herewith; *It is ordered:*

(a) On and after July 13, 1944, the Enoch Manufacturing Company, Mt. Sterling, Kentucky, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Enoch Manufacturing Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Col. A Manufacturer's prices		Col. B
		Group I ceiling	Group II ceiling	Wholesalers' prices
911	Men's gunn cut fully lined 15 ounce brown jersey, open wrist—slip on.	$2.50	$2.72½	$3.00
591	Men's clute cut 10½ ounce cut presser fancy shell jersey, knit wrist.	2.00	2.17½	2.40
596	Men's clute cut 13 ounce cut presser fancy shell jersey, knit wrist.	2.30	2.50	2.77½

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' wholesale percentage, and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Enoch Manufacturing Company on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Enoch Mfg. Company must furnish each of its customers, who, on or after April 24, 1944, purchased or purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Enoch Manufacturing Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 16 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Enoch Manufacturing Company.

OPA has ruled that the Enoch Manufacturing Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Col. A Manufacturers' prices		Col. B
	Group I ceiling	Group II ceiling	Wholesalers' prices
911S	$2.50	$2.72½	$3.00
591S	2.00	2.17½	2.40
596S	2.30	2.50	2.77½

You will notice that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 16 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

(f) On all deliveries of the work glove numbers listed in paragraph (a) since April 22, 1944 pursuant to OPA adjustable pricing authorizations, The Enoch Manufacturing Company must refund to its customers any monies collected in excess of the ceiling prices authorized in this order. Within thirty days from the effective date of this order, The Enoch Manufacturing Company shall send to OPA, Washington, D. C., a notification of the steps it has taken to comply with the provisions of this paragraph (f) of this order.

This order shall become effective July 13, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10382; Filed, July 13, 1944; 4:42 p. m.]

[RMPR 506, Order 17]

COOPERATIVE GLOVE MFG. ASSN., INC.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 17 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Cooperative Glove Manufacturing Association, Inc., and other sellers. Docket No. N6657-506-19-7.

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

(a) On and after July 13, 1944, the Cooperative Glove Manufacturing Association, Inc., 720 Washington Avenue, S. E., Minneapolis, Minnesota, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove number enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase this number from the Cooperative Glove Manufacturing Association, Inc., may make "regular sales" at wholesale of such gloves, at or below the price set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Col. A Manufacturer's prices		Col. B
		Group I ceiling	Group II ceiling	Wholesalers' prices
112	Men's gunn cut 12 ounce canton flannel single thickness back and palm, 2½" double (2 ply thickness) safety cuff.	$2.20	$2.42½	$2.65

The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Cooperative Glove Manufacturing Association, Inc., on all deliveries of the style number listed in paragraph (a), made pursuant to this Order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Cooperative Glove Manufacturing Association, Inc. must furnish each of its customers, who, on or after March 4, 1944, purchased or purchases the style number listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Cooperative Glove Manufacturing Association, Inc., must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 17 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove number enumerated in the table below, manufactured by the Cooperative Glove Manufacturing Association, Inc.

OPA has ruled that the Cooperative Glove Manufacturing Association, Inc., may sell this number at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of this number at or below the price listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Col. A Manufacturers' prices		Col. B
	Group I ceiling	Group II ceiling	Wholesalers' prices
112S	$2.20	$2.42½	$2.65

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 17 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

(f) On all deliveries of the work glove number listed in paragraph (a) since March 4, 1944, pursuant to OPA adjustable pricing authorizations, The Cooperative Glove Manufacturing Association, Inc., must refund to its customers any monies collected in excess of the ceiling prices authorized in this order. Within thirty days from the effective date of this order, The Cooperative Glove Manufacturing Association, Inc., shall send to OPA, Washington, D. C., a notification of the steps it has taken to comply with the provisions of this paragraph (f) of this order.

This order shall become effective July 13, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4661)

Issued this 13th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10383; Filed, July 13, 1944; 4:42 p. m.]

[RMPR 506, Order 18]

ACORN GLOVE CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 18 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Acorn Glove Co. and other sellers. (Docket No. N6657-506-27).

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

(a) On and after July 13, 1944, the Acorn Glove Company, Palm, Pennsylvania, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove number enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase this number from the Acorn Glove Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Col. A Manufacturers' prices		Col. B
		Group I ceiling	Group II ceiling	Wholesalers' prices
150GT	Men's clute cut 10 oz. single thickness canton flannel back and palm 4½" single (1 ply thickness) gauntlet.	$2.10	$2.30	$2.52½

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage," and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Acorn Glove Company, on all deliveries of the style number listed in paragraph (a), made pursuant to this Order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this Order.

(d) The Acorn Glove Company must furnish each of its customers, who on or after July 13, 1944, purchases the style number listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Acorn Glove Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 18 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove number enumerated in the table below, manufactured by the Acorn Glove Company.

OPA has ruled that the Acorn Glove Company may sell this number at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of this number at or below the prices listed in Column B. Retailers will determine their ceiling prices on this number in accordance with section 2 of RMPR 506.

Style No.	Col. A Manufacturers' prices		Col. B
	Group I ceiling	Group II ceiling	Wholesalers' prices
150GTS	$2.10	$2.30	$2.52½

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 18 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 13, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10384; Filed, July 13, 1944; 4:43 p. m.]

[RMPR 506, Order 19]

JASPER GLOVE CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 19 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Jasper Glove Company and other sellers. (Docket No. N6657-506-28-7).

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

(a) On and after July 13, 1944, the Jasper Glove Company, Inc., Jasper, Indiana, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Jasper Glove Company, Inc. may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Col. A Manufacturer's prices		Col. B
		Group I ceiling	Group II ceiling	Wholesalers' prices
442T	Men's clute cut, split leather palm, ¾ leather thumb, leather fingertips, 6 ounce flannel back, 6 ounce palm lining, knit wrist.	$3.40	$3.70	$4.10
442T [1]	Men's clute cut split leather palm, ¾ leather thumb, leather fingertips, 6 ounce flannel back knit wrist.	3.15	3.45	3.80
443T	Men's clute cut split leather palm, ¾ leather thumb, leather fingertips, 6 ounce flannel back, 6 ounce palm lining, single (1 ply thickness) gauntlet cuff.	3.60	3.90	4.29½
443T [1]	Men's clute cut split leather palm, ¾ leather thumb, leather fingertips, 6 ounce flannel back, single (1 ply thickness) gauntlet cuff.	3.35	3.65	4.02½
446	Men's clute cut scrap leather palm, ¾ leather thumb, 6 ounce flannel back, 6 ounce flannel palm lining, knit wrist.	2.65	2.95	3.20

[1] Unlined.

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Jasper Glove Company on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Jasper Glove Company must furnish each of its customers, who, on or after March 4, 1944, purchased or purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Jasper Glove Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 19 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Jasper Glove Company.

OPA has ruled that the Jasper Glove Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Col. A Manufacturers' prices		Col. B Wholesalers' prices
	Group I ceiling	Group II ceiling	
442T-S	$3.40	$3.70	$4.10
442T Unlined-S	3.15	3.45	3.80
443T-S	3.60	3.90	4.29½
443T Unlined-S	3.35	3.65	4.02½
446-S	2.65	2.95	3.20

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 19 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

(f) On all deliveries of the work glove numbers listed in paragraph (a) since March 4, 1944 pursuant to OPA adjustable pricing authorizations, The Jasper Glove Company must refund to its customers any monies collected in excess of the ceiling prices authorized in this order. Within thirty days from the effective date of this order, The Jasper Glove Company shall send to OPA, Washington, D. C., a notification of the steps it has taken to comply with the provisions of this paragraph (f) of this order.

This order shall become effective July 13, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10385; Filed, July 13, 1944; 4:43 p. m.]

[RMPR 506, Order 20]

HANOVER GLOVE CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 20 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Hanover Glove Company and other sellers; (Docket No. N6657-506-11-7).

For the reasons set forth in an opinion issued simultaneously herewith; *It is ordered:*

(a) On and after July 13, 1944, the Hanover Glove Company, Hanover, Pennsylvania, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Hanover Glove Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Prices Regulation 506.

Style No.	Glove description	Col. A Manufacturers' prices		Col. B
		Group I ceiling	Group II ceiling	Wholesalers' prices
326C	Men's gunn cut heavy side split leather palm, full leather thumb and forefinger, leather pull, ¾ length leather back, 8 ounce canton flannel back, 6 ounce palm lining, 2" double (2 ply thickness) safety cuff.	$7.40	$8.05	$8.92½
346C	Men's gunn cut heavy side split leather palm, full leather thumb and forefinger, leather pull, ¾ length leather back, 8 ounce canton flannel back, 6 ounce palm lining, 4" double (2 ply thickness) gauntlet cuff.	7.80	8.05	8.92½

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Hanover Glove Company on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Hanover Glove Company must furnish each of its customers, who, on or after February 21, 1944, purchased or purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Hanover Glove Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 20 under Section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Hanover Glove Company.

OPA has ruled that the Hanover Glove Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Col. A Manufacturers' prices		Col. B Wholesalers' prices
	Group I ceiling	Group II ceiling	
326CS	$7.40	$8.05	$8.92½
346CS	7.80	8.05	8.92½

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 1 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

(f) On all deliveries of the work glove numbers listed in paragraph (a) since February 21, 1944 pursuant to OPA adjustable pricing authorizations, The Hanover Glove Company must refund to its customers any monies collected in excess of the ceiling prices authorized in this order. Within thirty days from the effective date of this order, The Hanover Glove Company shall send to OPA, Washington, D. C., a notification of the steps it has taken to comply with the provisions of this paragraph (f) of this order.

This order shall become effective July 13, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10386; Filed, July 13, 1944; 4:43 p. m.]

[RMPR 506, Order 21]

BOSS MANUFACTURING CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 21 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Boss Manufacturing Company and other sellers. (Docket No. N6657-506-61-7).

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

(a) On and after July 13, 1944, the Boss Manufacturing Company, Kewanee, Illinois, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Boss Manufacturing Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Col. A Manufacturer's prices		Col. B
		Group I ceiling	Group II ceiling	Wholesalers' prices
204	Men's clute cut heavy side split leather palm, full leather thumb and finger backs, 8 ounce canton flannel back, 6 ounces or heavier palm lining, 6½" 18 ounce double (2 ply thickness) gauntlet.	$7.65	$8.35	$9.22½
6401S	Men's gunn cut side split leather palm, full leather thumb, leather finger tips, leather back strap with buckle, 8 ounce flannel back, open top "slip-on" style drivers' glove.	5.45	5.95	6.57½

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Boss Manufacturing Company, on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Boss Manufacturing Company must furnish each of its customers, who, on or after July 13, 1944, purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Boss Manufacturing Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 21 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Boss Manufacturing Company.

OPA has ruled that the Boss Manufacturing Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Col. A Manufacturers' prices		Col. B Wholesalers' prices
	Group I ceiling	Group II ceiling	
204-S	$7.65	$8.35	$9.22½
6401S-S	5.45	5.95	6.57½

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(c) This Order No. 21 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 13, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10387; Filed, July 13, 1944; 4:43 p. m.]

[RMPR 506, Order 22]

KELLER GLOVE MANUFACTURING CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 22 Under Section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Keller Glove Manufacturing Company and other sellers. (Docket No. N6657-506-18-7).

For the reasons set forth in an opinion issued simultaneously herewith; *It is ordered:*

(a) On and after July 13, 1944, the Keller Glove Manufacturing Company, Blumsteadville, Pennsylvania, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from

transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 21 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Boss Manufacturing Company.

OPA has ruled that the Boss Manufacturing Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Col. A Manufacturers' prices		Col. B Wholesalers' prices
	Group I ceiling	Group II ceiling	
204-S	$7.65	$8.35	$9.22½
6401S-S	5.45	5.95	6.57½

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(c) This Order No. 21 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 13, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10387; Filed, July 13, 1944; 4:43 p. m.]

[RMPR 506, Order 22]

KELLER GLOVE MANUFACTURING CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 22 Under Section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Keller Glove Manufacturing Company and other sellers. (Docket No. N6657-506-18-7).

For the reasons set forth in an opinion issued simultaneously herewith; *It is ordered:*

(a) On and after July 13, 1944, the Keller Glove Manufacturing Company, Blumsteadville, Pennsylvania, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from

the Keller Glove Manufacturing Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Col. A Manufacturer's prices		Col. B
		Group I ceiling	Group II ceiling	Wholesalers' prices
111-H	Men's extra large clute cut 10 ounce white or unbleached canton flannel single thickness back and palm, 1¾" semi-stiff band top.	$1.80	$1.95	$2.17½
100-H	Men's extra large clute cut 10 ounce white or unbleached canton flannel single thickness back and palm, knit wrist.	1.77½	1.92½	2.15
1100-HD	Men's clute cut 10 ounce white or unbleached canton flannel, single thickness back and palm, double seamed finger and thumb tips, knit wrist.	1.77½	1.92½	2.15
211-H	Men's extra large fourchette cut 10 ounce white or unbleached canton flannel single thickness back and palm, reversible thumb, 1¾" semi-stiff band top.	1.80	1.95	2.17½
Big & Tuff-D	Men's extra large clute cut 12 ounce white or unbleached canton flannel single thickness back and palm, double seamed thumb and fingertips, knit wrist.	2.07½	2.25	2.50
100HX	Men's extra large clute cut 10 ounce white or unbleached canton flannel single thickness back and palm, 6" long knit wrist.	1.97½	2.15	2.37½
100G	Men's extra large clute cut 13 ounce white or unbleached canton flannel, single thickness back and palm knit wrist.	2.07½	2.25	2.50
100HXD	Men's extra large clute cut 10 ounce white or unbleached canton flannel, single thickness back and palm, double seamed thumb and fingertips, 6" long knit wrist.	2.07½	2.25	2.50
110-N	Men's extra large clute cut 12 ounce white or unbleached canton flannel, single thickness back and palm, 1¾" 10 ounce flannel hand top.	2.00	2.17½	2.40
200-H	Men's extra large fourchette cut 10 ounce white or unbleached canton flannel, single thickness back and palm, knit wrist.	1.77½	1.92½	2.15
110H	Men's extra large clute cut 10 ounce white or unoleached canton flannel, single thickness back and palm, 1¾" 10 ounce flannel band top.	1.80	1.95	2.17½
200N	Men's extra large fourchette cut, 12 ounce white or unbleached canton flannel, single thickness back and palm, knit wrist.	1.97½	2.15	2.37½
200HNW	Men's extra large fourchette cut, 10 ounce white or unbleached canton flannel, single thickness back and palm, "open-top."	1.52½	1.65	1.82½
110G	Men's extra large clute cut 13 ounce white or unbleached canton flannel, single thickness back and palm, 1¾" 10 ounce flannel band top.	2.10	2.27½	2.52½
Big & Tuff WD	Men's extra large clute cut 12 ounce white or unbleached canton flannel, single thickness back and palm, double seamed knit wrist.	2.02½	2.20	2.45
110-DN	Men's extra large clute cut 24 ounce double thickness canton flannel palm, 12 ounce single thickness canton flannel back, 1¾" 10 ounce flannel band top.	2.87½	3.10	3.47½
210-N	Men's extra large fourchette cut 12 ounce white or unbleached canton flannel, 1¾" 10 ounce flannel band top.	2.00	2.17½	2.40
101-RD	Women's clute cut 8 ounce white or unbleached canton flannel single thickness back and palm, double seamed thumb and fingertips, knit wrist.	1.57½	1.70	1.90
101-HD	Women's clute cut 10 ounce white or unbleached canton flannel, single thickness back and palm, double seamed thumb and fingertips, knit wrist.	1.75	1.90	2.10

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage," and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Keller Glove Manufacturing Company, on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Keller Glove Manufacturing Company must furnish each of its customers, who, on or after February 21, 1944, purchased or purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Keller Glove Manufacturing Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 22 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Keller Glove Manufacturing Company.

OPA has ruled that the Keller Glove Manufacturing Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Col. A Manufacturers' prices		Col. B
	Group I ceiling	Group II ceiling	Wholesalers' prices
111-H-S	$1.80	$1.95	$2.17½
100-H-S	1.77½	1.92½	2.15
1100-HD-S	1.77½	1.92½	2.15
211-H-S	1.80	1.95	2.17½
Big & Tuff-D-S	2.07½	2.25	2.50
100-HX-S	1.97½	2.15	2.37½
100-G-S	2.07½	2.25	2.50
100-HXD-S	2.07½	2.25	2.50
110-N-S	2.00	2.17½	2.40
200-H-S	1.77½	1.92½	2.15
110-H-S	1.80	1.95	2.17½
200-N-S	1.97½	2.15	2.37½
200-HNW-S	1.52½	1.65	1.82½
110G-S	2.10	2.27½	2.52½
Big & Tuff-WD-S	2.02½	2.20	2.45
110-DN-S	2.87½	3.10	3.47½
210-N-S	2.00	2.17½	2.40
101-RD-S	1.57½	1.70	1.90
101-HD-S	1.75	1.90	2.10

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 22 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

(f) On all deliveries of the work glove numbers listed in paragraph (a) since February 21, 1944 pursuant to OPA adjustable pricing authorizations, the Keller Glove Manufacturing Company must refund to its customers any monies collected in excess of the ceiling prices authorized in this order. Within thirty days from the effective date of this order, the Keller Glove Manufacturing Company shall send to OPA, Washington, D. C., a notification of the steps it has taken to comply with the provisions of this paragraph (f) of this order.

This order shall become effective July 13, 1944.

(56 Stat. 23, 765; 57 Stat. 566, Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10388; Filed, July 13, 1944; 4:44 p. m.]

[RMPR 506, Order 23]

THE CANVAS GLOVE MANUFACTURING WORKS, INC.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 23 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Canvas Glove Manufacturing Works, Inc., and other sellers. Docket No. N6657-506-62-7.

For the reasons set forth in an opinion issued simultaneously herewith; *It is ordered:*

(a) On and after July 13, 1944, the Canvas Glove Manufacturing Works, Inc., 300 Graham Avenue, Brooklyn, New York, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Canvas Glove Manufacturing Works, Inc., may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Col. A Manufacturers' prices		Col. B
		Group I ceiling	Group II ceiling	Wholesalers' prices
Special slate glove	Men's clute cut single thickness 6 ounce slate grey flannel back and palm, knit wrist.	$1.45	$1.57½	$1.75
Special striped glove	Men's clute cut single thickness, 7 ounce striped flannel back and palm, knit wrist.	1.45	1.57½	1.75
Special single gauntlet glove	Men's clute cut, single thickness, 10 ounce canton flannel back and palm, 4" single (1-ply thickness) gauntlet cuff.	2.10	2.30	2.52½

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Canvas Glove Manufacturing Works, Inc., on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Canvas Glove Manufacturing Works, Inc., must furnish each of its customers, who, on or after July 13, 1944, purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Canvas Glove Manufacturing Works, Inc., must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 23 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Canvas Glove Manufacturing Works, Inc.

OPA has ruled that the Canvas Glove Manufacturing Works, Inc., may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Col. A Manufacturers' prices		Co. B
	Group I ceiling	Gronp II ceiling	Whole salers' prices
Special slate glove—S	$1.45	$1.57½	$1.75
Special striped glove—S	1.45	1.57½	1.75
Special single gauntlet glove—S	2.10	2.30	2.52½

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 23 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 13, 1944.

(56 Stat. 23, 765; 57 Staj. 566; Pub. Law 383; 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10389; Filed, July 13, 1944; 4:44 p. m.]

[RMPR 506, Order 24]

THE ADVANCE GLOVE CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 24 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to The Advance Glove Company and other sellers. (Docket No. N6657-506-60-7.)

For the reasons set forth in an opinion issued simultaneously herewith; *It is ordered:*

(a) On and after July 13, 1944, The Advance Glove Company, 5110 North 35th Street, Milwaukee, Wisconsin, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Advance Glove Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Col. A Manufacturer's prices		Col. B
		Group I ceiling	Group II ceiling	Wholesalers' prices
282B	Men's clute cut heavy side split leather palm, full leather thumb, leather fingerbacks, leather knuckle strap, leather pull, 8 ounce flannel back, 6 ounce or heavier palm lining 2" waterproofed, double (2 ply thickness) safety cuff.	$7.25	$7.90	$8.72½
282	Men's clute cut heavy side split leather palm, full leather thumb, leather fingerbacks, leather knuckle strap, leather pull, 8 ounce flannel back, 6 ounce or heavier palm lining, 4¼" waterproofed, double (2 ply thickness) gauntlet.	7.75	8.45	9.32½
3640B	Men's gunn cut heavy side split leather palm, full leather thumb and forefinger, ¾ length leather back, leather pull, 8 ounce flannel back, 6 ounce or heavier palm lining, 2" waterproofed double (2 ply thickness) safety cuff.	7.35	8.00	8.85
3641B	Men's gunn cut heavy side split leather palm, full leather thumb and forefinger, ¾ length leather back, leather pull, 8 ounce flannel back, 6 ounce or heavier palm lining, 4¼" waterproofed double (2 ply thickness) gauntlet.	7.85	8.55	9.45
615B, 81-820B	Men's gunn cut split leather palm, full leather thumb and forefinger, ¾ length leather back, leather pull, 8 ounce flannel back, 6 ounce or heavier palm lining, 2" waterproofed safety cuff.	6.45	7.10	7.77½
615, 81-820	Men's gunn cut split leather palm full leather thumb and forefinger, ¾ length leather back, leather pull, 8 ounce flannel back, 6 ounce or heavier palm lining, 4¼" water-proof gauntlet.	6.95	7.60	8.37½
81-20B	Men's gunn cut split leather palm, full leather thumb and forefinger, ¾ length leather back, leather pull, 8 ounce flannel back, 2" waterproof safety cuff.	5.95	6.60	7.17½
81-20	Men's gunn cut split leather palm full leather thumb and forefinger, ¾ length leather back, leather pull, 8 ounce flannel back, 4" waterproof gauntlet.	6.45	7.10	7.77½

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The markting and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Advance Glove Company on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Advance Glove Company must furnish each of its customers, who, on or after July 13, 1944, purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Advance Glove Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 24 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Advance Glove Company.

OPA has ruled that the Advance Glove Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Col. A Manufacturers' prices		Col. B Wholesalers' prices
	Group I ceiling	Group II ceiling	
282BS	$7.25	$7.90	$8.72½
282S	7.75	8.45	9.32½
3840BS	7.35	8.00	8.85
3841BS	7.85	8.55	9.45
615BS—31-320BS	6.45	7.10	7.77½
615S—31-320S	6.95	7.60	8.37½
31-20BS	5.95	6.60	7.17½
31-20S	6.45	7.10	7.77½

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 24 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 13, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July, 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10390; Filed, July 13, 1944; 4:45 p. m.]

[RMPR 506, Order 25]

ADVANCE GLOVE MFG. CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 25 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves, Granting maximum prices to the Advance Glove Manufacturing Company and other sellers. Docket No. N6657–506–20–7).

For the reasons set forth in an opinion issued simultaneously herewith; *It is ordered:*

(a) On and after July 13, 1944, the Advance Glove Manufacturing Company, 215 W. Ontario Street, Chicago, Illinois, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Advance Glove Manufacturing Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Col. A Manufacturer's prices		Col. B Wholesalers' prices
		Group I ceiling	Group II ceiling	
70	Men's gunn cut heavy side split leather palm, full leather thumb and forefinger, leather fingertips, leather pull, 8 ounce flannel back, 6 ounce or heavier palm lining, 5" flameproofed duck cuff.	$7.25	$7.90	$8.72½
71	Men's gunn cut heavy side split leather palm, full leather thumb and forefinger, leather fingertips, leather pull, 8 ounce flannel back, 6 ounce or heavier palm lining, 2" waterproofed safety cuff.	6.70	7.35	8.07½
270P	Men's gunn cut heavy side split leather palm, full leather thumb, leather fingertips, leather pull, 8 ounce flannel back, 6 ounce or heavier palm lining, 4½" waterproofed gauntlet.	7.00	7.65	8.42½
271PR	Men's gunn cut split leather plam; full leather thumb, leather fingertips, leather pull, 8 ounce flannel back, 6 ounce or heavier palm lining.	5.26	5.70	6.32½

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Advance Glove Manufacturing Company, on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Advance Glove Manufacturing Company must furnish each of its customers, who, on or after February 21, 1944, purchased or purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Advance Glove Manufacturing Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 25 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Advance Glove Manufacturing Company.

OPA has ruled that the Advance Glove Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Col. A Manufacturers' prices		Col. B Wholesalers' prices
	Group I ceiling	Group II ceiling	
70S	$7.25	$7.90	$8.72½
71S	6.70	7.35	8.07½
270PS	7.00	7.65	8.42½
271PRS	5.25	5.70	6.32½

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 25 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

(f) On all deliveries of the work glove numbers listed in paragraph (a) since February 21, 1944, pursuant to OPA adjustable pricing authorizations, The Advance Glove Manufacturing Company must refund to its customers any monies collected in excess of the ceiling prices authorized in this order. Within thirty days from the effective date of this order, The Advance Glove Manufacturing Company shall send to OPA, Washington, D. C., a notification of the steps it has taken to comply with the provisions of this paragraph (f) of this order.

This order shall become effective July 13, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250; 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10391; Filed, July 13, 1944; 4:45 p. m.]

[RMPR 506, Order 26]

STOTT & SON CORP.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 26 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to Stott & Son Corporation and other sellers. Docket No. N6657–506–16–7.

For the reasons set forth in an opinion issued simultaneously herewith: *It is ordered:*

(a) On and after July 13, 1944, the Stott & Son Corporation, Winona, Minnesota, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Stott & Son Corporation may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Col. A Manufacturer's prices		Col. B Wholesalers' prices
		Group I ceiling	Group II ceiling	
03WJ	Men's clute cut 15 ounce double throughout quilted "chore glove" knit wrist.	$2.37½	$2.57½	$2.85
07WG	Men's clute cut 15 ounce double throughout quilted "chore glove" 6½" double (2 ply thickness) gauntlet.	2.95	3.22½	3.55

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturer's "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Stott & Son Corporation, on all deliveries on the style numbers listed in paragraph (a), made pursuant to this Order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Stott & Son Corporation must furnish each of its customers, who, on or after July 13, 1944, purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Stott & Son Corporation must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 26 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Stott & Son Corporation.

OPA has ruled that the Stott & Son Corporation may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Col. A Manufacturers' prices		Col. B Wholesalers' prices
	Group I ceiling	Group II ceiling	
03WJS	$2.37½	$2.57½	$2.85
07WGS	2.95	3.22½	3.55

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under Section 4 (b).

(e) This Order No. 26 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 13, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10392; Filed, July 13, 1944; 4:45 p. m.]

[RMPR 506, Order 27]

ADVANCE GLOVE MFG. CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 27 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Advance Glove Manufacturing Company and other sellers. Docket No. N6657–506–5–7.

For the reasons set forth in an opinion issued simultaneously herewith; *It is ordered:*

(a) On and after July 13, 1944, the Advance Glove Manufacturing Company, 901 W. Lafayette Boulevard, Detroit, Michigan, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Advance Glove Manufacturing Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A Manufacturer's prices		Column B Wholesalers' prices
		Group I ceiling	Group II ceiling	
112RMG	Men's 10 ounce canton flannel mitten single thickness back & palm mitten ½" single (1 ply thickness) gauntlet.	$2.07½	$2.27½	$2.50
348F	Men's clute cut 8 ounce golden brown flannel, single thickness back and palm, knit wrist.	1.60	1.75	1.92½
947RS	Men's gunn cut reversible 10 ounce white canton flannel single thickness back and palm 4" single (1 ply thickness) gauntlet.	2.07½	2.27½	2.50
88VR	Men's clute out, heavy side leather palm, full leather thumb, leather "V" finger backs, leather pull. 8 ounce flannel back, 6 ounce or heavier flannel palm lining, 6½ flexible (quilted 2 ply thickness) material gauntlet.	7.45	8.10	8.97½
926B	Women's clute cut 8 ounce canton flannel, single thickness back and palm, 4" single (1 ply thickness) gauntlet.	1.77½	1.95	2.12½
70HSP	Men's gunn cut heavy side split leather palm, full leather thumb and forefinger, leather pull, leather fingertips, 8 ounce flannel back, 6 ounce or heavier palm lining, 4½" double (2 ply thickness) gauntlet.	7.00	7.65	8.42½

Style No.	Glove description	Column A Manufacturer's prices: Group I ceiling	Column A Manufacturer's prices: Group II ceiling	Column B Wholesalers' prices
71HSP	Men's gunn cut heavy side split leather palm, full leather thumb and forefinger, leather pull, leather fingertips, 8 ounce flannel back, 6 ounce or heavier palm lining 2½" double (2 ply thickness) safety cuff.	6.65	7.30	8.00
17T	Womens clute cut shoulder split leather palm, ¾ leather thumb, leather fingertips, 8 ounce flannel back, 6 ounce or heavier palm lining knit wrist.	3.55	3.85	4.27½
805	Mens clute cut shoulder split leather palm, ¾ leather thumb, leather pull, 8 ounce canton flannel back, 6 ounce or heavier palm lining, 4" single (1 ply thickness) gauntlet.	3.70	4.00	4.45
57CS	Mens clute cut side split leather palm, full leather thumb and forefinger, 8 ounce flannel back, 6 ounce or heavier palm lining, knit wrist.	5.50	6.05	6.62½
57	Mens clute cut shoulder split leather palm, full leather thumb and forefinger, 8 ounce flannel back, 6 ounce or heavier palm lining knit wrist.	3.95	4.45	4.75

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506.

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Advance Glove Company on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Advance Glove Manufacturing Company must furnish each of its customers, who, on or after February 7, 1944, purchased or purchases the style numbers listed in paragraph (a) for purpose of resale, a notice in the form set forth below. The Advance Glove Manufacturing Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 27 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Advance Glove Manufacturing Company.

OPA has ruled that the Advance Glove Manufacturing Company may sell these numbers at or below the prices listed in Column A subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Col. A Manufacturers' prices: Group I ceiling	Col. A Manufacturers' prices: Group II ceiling	Col. B Wholesalers' prices
112RMGS	$1.40	$1.55	$1.70
348FS	1.60	1.75	1.92½
947RS-S	2.07½	2.27½	2.50
88VRS	7.45	8.10	8.97½
925BS	1.77½	1.05	2.12½
70IISPS	7.00	7.65	8.42½
71IISPS	6.65	7.30	8.00
17TS	3.55	3.85	4.27½
805S	3.70	4.00	4.45
57CS-S	5.50	6.05	6.62½
57S	3.95	4.45	4.75

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under Section 4 (b).

(e) This Order No. 27 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

(f) On all deliveries of the work glove numbers listed in paragraph (a) since February 7, 1944 pursuant to OPA adjustable pricing authorizations, The Advance Glove Manufacturing Company must refund to its customers any monies collected in excess of the ceiling prices authorized in this Order. Within thirty days from the effective date of this order, the Advance Glove Manufacturing Company shall send to OPA, Washington, D. C., a notification of the steps it has taken to comply with the provisions of this paragraph (f) of this order.

This order shall become effective July 13, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July 1944.

JAMES G. ROGERS, Jr.
Acting Administrator.

[F. R. Doc. 44–10393; Filed, July 13, 1944; 4:45 p. m.]

[RMPR 506, Order 28]

IDEAL GLOVE MFG. CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 28 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Ideal Glove Manufacturing Co. and other sellers. Docket No. N6657–506–8–7.

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

(a) On and after July 13, 1944, the Ideal Glove Manufacturing Company, 1335 Palmwood Avenue, Toledo, Ohio, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Ideal Glove Manufacturing Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Col. A Manufacturer's prices: Group I ceiling	Col. A Manufacturer's prices: Group II ceiling	Col. B Wholesalers' prices
DI	Mens clute cut side split leather palm, ¾ leather thumb, 8 ounce flannel back, 6 ounce palm lining, knit wrist.	$4.00	$4.35	$4.82½
DIL	Ladies clute cut side split leather palm, ¾ leather thumb, 8 ounce flannel back, 6 ounce palm lining, knit wrist	3.90	4.25	4.70
D3	Mens clute cut side split leather palm, ¾ leather thumb 8 ounce flannel back, 6 ounce palm lining. 4" single (1 ply thickness) gauntlet.	4.20	4.55	5.07½
GT2	Mens gunn cut heavy side split palm, ¾ leather thumb, leather pull, leather fingertips, 8 ounce flannel back and palm lining, 4" single (1 ply thickness) gauntlet cuff.	6.50	7.10	7.82½

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage," and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of Section 6 of RMPR 506. In addition to these requirements, the Ideal Glove Manufacturing Company, on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this Order.

(d) The Ideal Glove Manufacturing Company must furnish each of its customers, who, on or after January 29, 1944, purchased or purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Ideal Glove Manufacturing Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 28 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Ideal Glove Manufacturing Company.

OPA has ruled that the Ideal Glove Manufacturing Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Col. A Manufacturers' prices: Group I ceiling	Col. A Manufacturers' prices: Group II ceiling	Col. B Wholesalers' prices
DIS	$4.00	$4.35	$4.82½
DILS	3.90	4.25	4.70
D3S	4.20	4.55	5.07½
GT2S	6.50	7.10	7.82½

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 28 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

(f) On all deliveries of the work glove numbers listed in paragraph (a) since January 29, 1944 pursuant to OPA adjustable pricing authorizations, The Ideal Glove Manufacturing Company must refund to its customers any monies collected in excess of the ceiling prices authorized in this order. Within thirty days from the effective date of this order, The Ideal Glove Manufacturing Company shall send to OPA, Washington, D. C., a notification of the steps it has taken to comply with the provisions of this paragraph (f) of this order.

This order shall become effective July 13, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10394; Filed, July 13, 1944; 4:46 p. m.]

[RMPR 506, Order 29]

FRANK SZOLD

ADJUSTMENT OF MAXIMUM PRICES

Order No. 29 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to Frank Szold and other sellers. Docket No. N6657–506–43–7.

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

(a) On and after July 13, 1944 Frank Szold, 1301 Neck Road, Brooklyn, New York may sell and deliver to any purchaser, and such purchaser may buy from him, the staple work glove number enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase this number from Frank Szold may make "regular sales" at wholesale of such gloves, at or below the price set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Col. A Manufacturer's prices: Group I ceiling	Col. A Manufacturer's prices: Group II ceiling	Col. B Wholesalers' prices
600	Men's gunn cut heavy side split leather palm, full leather thumb and forefinger, leather finger tips, leather pull, 2½" single (1 ply thickness) khaki cuff.	$6.50	$7.10	$7.82½

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage," and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 (b) of RMPR 506. In addition to these requirements, Frank Szold, on all deliveries of the style number listed in paragraph (a), made pursuant to this order, on and after September 15, 1944 must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) Frank Szold must furnish each of his customers, who, on or after July 13, 1944, purchases the style number listed in paragraph (a) for purposes of resale, a notice in the form set forth below. Frank Szold must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 29 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove number enumerated in the table below, manufactured by Frank Szold.

OPA has ruled that Frank Szold may sell this number at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of this number at or below the price listed in Column B. Retailers will determine their ceiling prices on this number in accordance with section 2 of RMPR 506.

Style No.	Col. A Manufacturers' prices: Group I ceiling	Col. A Manufacturers' prices: Group II ceiling	Col. B Wholesalers' prices
600S	$6.50	$7.10	$7.82½

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 29 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 13, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10395; Filed, July 13, 1944; 4:46 p. m.]

[RO 17, Administrative Exception Order 24]

WEIGERT-DAGEN, WOHL SHOE CO. AND L. GOLDMAN SHOE CO.

ORDER GRANTING ADJUSTMENT

The above petitioners, Weigert-Dagen, Wohl Shoe Company and L. Goldman Shoe Company, are duly registered distributing establishments under Ration Order 17. Weigert-Dagen and Wohl Shoe Company are both located in St. Louis, Missouri. L. Goldman Shoe Company is located in Denver, Colorado.

Under Ration Order 17 huaraches not released by the Collector of Customs be-

fore June 1, 1943, must be sold as rationed shoes. The petitioners imported approximately 15,000 pairs of huaraches into the United States from Mexico prior to June 1, 1943, but were unable to have them released by the Collector of Customs before that date and as a result these huaraches are rationed. Petitioners have tried to sell the huaraches for ration currency but are unable to do so as consumers are unwilling to surrender a war ration shoe stamp for this type of shoe. The petitioners, in order to avoid a severe financial loss, request permission to sell the huaraches ration-free.

The date of release by the Collector of Customs was selected because it is an objective cut-off date. Since the date the huaraches were imported into the United States will be just as effective in determining their ration status, the relief requested in this case may be granted in this and all similar cases without impairing the effectiveness or the policy of Ration Order 17.

It is hereby ordered, That the petitioners, Weigert-Dagen, Wohl Shoe Company and L. Goldman Shoe Company, be permitted to transfer ration-free the Mexican huaraches that were imported into the United States prior to June 1, 1943. Before transferring any of the above described huaraches ration-free, the petitioners must apply to the District Office serving the locality in which they are located for a supply of nonrationed stickers (Form R–1711). At the time application is made to the District Office, the applicant must also furnish proof, such as reference to customs entries or other evidence, which will satisfy the District Office that the huaraches to be transferred ration-free were imported into the United States prior to June 1, 1943. If the District Office approves the application, it shall issue to the applicant non-rationed stickers in an amount equal to the number of pairs of huaraches to be transferred ration-free. The applicant shall attach one non-rationed sticker to each pair of huaraches to be transferred ration-free. The huaraches may then be transferred ration-free. If such huaraches are offered for sale in any notice or advertisment, they shall be referred to as "Huaraches imported before June 1, 1943." Any unused stickers shall be returned to the District Office within 30 days after receipt of them by the applicant.

It is hereby further ordered, That any other persons similarly situated may be given the same relief on similar conditions upon application to and written authorization from the Director of the Miscellaneous Products Rationing Division, Office of Price Administration, Washington, D. C.

Issued and effective this 14th day of July 1944.

CHARLES F. PHILLIPS,
Deputy Administrator.

[F. R. Doc. 44–10447; Filed, July 14, 1944; 12:01 p. m.]

Regional and District Office Orders.

[Syracuse Order G–1 Under MPR 285, as Amended]

IMPORTED BANANAS IN SYRACUSE AREA, N. Y.

Order No. G–1 under § 1351.1254a of Maximum Price Regulation No. 285, as amended. Bananas at wholesale. Adjustment of maximum prices for wholesalers on sales of imported bananas.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region II of the Office of Price Administration by § 1351.-1254a of Maximum Price Regulation No. 285, as amended, and by him delegated to the Syracuse District Director by order of delegation dated January 14, 1944, this Order No. G–1 under Maximum Price Regulation No. 285, as amended, is hereby issued.

SECTION 1. *What this order does.* This order fixes the transportation and handling adjustment that may be made for certain sales in the Syracuse District of imported fresh bananas by banana wholesalers.

SEC. 2. *Where this order applies.* This order applies in the counties of Cayuga, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Ontario, Oswego, St. Lawrence, Seneca and Wayne, in the State of New York.

SEC. 3. *Determination of free delivery zones.* For the purpose of this order, the free delivery zones of Syracuse, Watertown and Utica, New York, shall be as follows:

(a) The free delivery zone for the City of Syracuse, New York, shall include the City of Syracuse and that area immediately surrounding the City of Syracuse extending to and including the villages of Liverpool, Solvay, Fairmont, Split Rock, Onondaga Hill, Jamesville, Fayetteville, Minoa, Collamer and North Syracuse, New York.

(b) The free delivery zone for the City of Watertown, New York, shall include the City of Watertown and that area immediately surrounding the City of Watertown extending to and including the villages of Limerick, Dexter, Burrs Mills, Rutland Center, Felts Mills and Calcium, New York.

(c) The free delivery zone for the City of Utica, New York, shall include the City of Utica and that area immediately surrounding the City of Utica extending to and including the villages of Marcy, Oriskany, New York Mills, New Hartford, Washington Mills and West Schuyler, New York.

SEC. 4. *Determination of the amount of freight to be added.* The amount of freight which may be added to the wholesaler's maximum price of imported fresh bananas as determined according to Maximum Price Regulation No. 285, as amended, for delivered sales to the premises of the purchaser situated in the area set out in section 2, shall be as follows:

(a) There shall be no addition for deliveries to purchasers located in those free delivery zones set out in section 3.

(b) The amount of freight which may be added for delivered sales to the premises of the purchasers located outside the free delivery zones as set out in section 3, shall be 35¢ per cwt.

(c) These delivery allowances apply irrespective of the distance involved in making delivery to the purchaser.

SEC. 5. *Definitions.* (a) When used in this order the terms:

(1) "Delivered" means delivered to the buyer's premises and, in the case of retailers, delivered to the retail store.

(2) "Wholesaler" means any wholesale seller including, but not limited to, service and cash-and-carry wholesalers, retailer-owned cooperatives, jobbers or any other persons who purchase for the purpose of resale, except importers and retailers, and who take title and make sales to any person who is not the ultimate consumer.

(b) Unless the context otherwise requires, the definitions set forth in Maximum Price Regulation No. 285, as amended, and in section 302 of the Emergency Price Control Act of 1942, as amended, shall apply to the other terms used in this order.

SEC. 6. *Effective date.* This order shall become effective at 12:01 a. m. on July 5, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681, MPR 285, 7 F.R. 10481)

Issued this 30th day of June 1944.

STEPHEN P. TOADVINE,
District Director.

[F. R. Doc. 44–10275; Filed, July 12, 1944; 12:35 p. m.]

[Syracuse Order G–2 Under MPR 426, as Amended]

FRESH FRUITS AND VEGETABLES IN SYRACUSE AREA, N. Y.

Order No. G–2 under Maximum Price Regulation No. 426, as amended. Fresh fruits and vegetables for table use. Sales except at retail. Allowances for deliveries outside free delivery zones.

For the reasons set forth in an opinion issued herewith, and pursuant to the authority contained in section 2 of Maximum Price Regulation No. 426, as amended, subsection (f) of Appendix H and subsection (g) of Appendix I of that regulation, it is hereby ordered:

SECTION 1. *What this order does.* This order establishes allowances which may be added to the maximum prices of certain fresh fruits and vegetables for certain delivered sales by service wholesalers and secondary jobbers, delivered to the premises of the buyer situated in the area described in section 2.

SEC. 2. *Where this order applies.* This order applies in the counties of Wayne, Ontario, Seneca, Cayuga, Onondaga, Oswego, Madison, Oneida, Lewis, Jefferson, St. Lawrence and Herkimer in the State of New York.

SEC. 3. *Determination of free delivery zones.* For the purpose of this order, the free delivery zones of Syracuse, Watertown and Utica, New York, shall be as follows:

(a) The free delivery zone for the City of Syracuse, New York, shall include the City of Syracuse and that area immediately surrounding the City of Syracuse extending to and including the villages of Liverpool, Solvay, Fairmont, Split Rock, Onondaga Hill, Jamesville, Fayetteville, Minoa, Collamer and North Syracuse, New York.

(b) The free delivery zone for the City of Watertown, New York, shall include the City of Watertown and that area immediately surrounding the City of Watertown extending to and including the villages of Limerick, Dexter, Burrs Mills, Rutland Center, Felts Mills and Calcium, New York.

(c) The free delivery zone for the City of Utica, New York, shall include the City of Utica and that area immediately surrounding the City of Utica extending to and including the villages of Marcy, Oriskany, New York Mills, New Hartford, Washington Mills and West Schuyler, New York.

SEC. 4. *Determination of delivery allowances.* The amount of freight which may be added to the seller's maximum price of certain fresh fruits and vegetables as determined under section 5 of this order, for delivered sales to the premises of the purchaser situated in the area set out in section 2, shall be as follows:

(a) There shall be no addition for delivery to purchasers located in those free delivery zones set out in section 3.

(b) The amount of freight which may be added for delivered sales to the premises of the purchaser located outside the free delivery zones, as set out in section 3, shall be:

Net weight of container:	*Freight addition per package (cents)*
1–30 pounds inclusive	11
31–60 pounds inclusive	22
61–100 pounds inclusive	36

(c) The amounts set out in subsection (b) may be added on the following items:

(1) Cabbage.
(2) Carrots.
(3) Hothouse cucumbers.
(4) Cucumbers (other than hothouse).
(5) Eggplant.
(6) Grapefruit.
(7) Lemons.
(8) Lettuce.
(9) Oranges.
(10) Green peas.
(11) Snap beans.
(12) Spinach.
(13) Sweet peppers.

(d) These delivery allowances shall apply irrespective of the distance involved in making delivery to the purchaser.

SEC. 5. *Relationship to Maximum Price Regulation No. 426, as amended.* In determining total selling prices on the sales of those fresh fruits and vegetables enumerated in section 4 (c), a service wholesaler or secondary jobber shall apply the following rules:

(a) The allowances established in section 4 (b) of this order, for service wholesalers and secondary jobbers making delivered sales to the premises of a purchaser located outside the free delivery zone, may be added to the ceiling prices determined under Maximum Price Regulation No. 426, as amended, Order No. G–1 issued thereunder by the Syracuse District Office, and Order No. G–2 issued thereunder by the New York Regional Office. Less than these maximum prices may always be charged.

(b) The additions set out in section 4 (b) shall supersede any permitted additions for delivery outside of the free delivery zone of the wholesaler heretofore established under Maximum Price Regulation No. 426, as amended, or any order issued thereunder.

(c) The maximum prices for undelivered sales shall be determined as follows:

(1) For undelivered sales by service wholesalers and secondary jobbers whose places of business are located in the cities of Syracuse, Watertown and Utica, New York, there shall be deducted from the delivered prices computed according to Syracuse District Order No. G–1 under Maximum Price Regulation No. 426, as amended, those deductions required by paragraph (e) (5) of Appendix H and paragraph (f) (5) of Appendix I of that regulation.

(2) For undelivered sales by service wholesalers and secondary jobbers whose places of business are located outside the free delivery zones as defined in section 3, there shall be deducted 5¢ per container under 50 lbs. gross weight, and 10¢ per container for containers 50 lbs. or more gross weight from the delivered prices computed according to this Order.

SEC. 6. *Definitions.* (a) When used in this order the term:

(1) *"Delivered"* means delivered to the buyer's premises and, in the case of retailers, delivered to the retail store.

(2) *"Service wholesaler"* means a person who maintains a store or warehouse at which the particular goods being priced is received and stored or warehoused, who maintains at such store or warehouse facilities for cold storage, ripening, trimming, sorting, washing, repacking and other handling of lettuce and other fresh fruits and vegetables, who employs salesmen to call on the trade in the city or country points which he services, and who sells the particular goods being priced to retail stores, government procurement agencies or commercial or institutional users.

(3) *"Secondary jobber"* means a person other than a retailer who for his own account and profit purchases lettuce and other fresh fruits and vegetables in less than carlots or less than trucklots and resells them in any quantities.

(b) Unless the context otherwise requires, the definitions set forth in Maximum Price Regulation No. 426, as amended, and in section 302 of the Emergency Price Control Act of 1942, as amended, shall apply to the other terms used in this Order.

SEC. 7. *Effective date.* This order shall become effective at 12:01 a. m. on July 5, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328; 8 F.R. 4681, MPR 426, 8 F.R. 16409)

Issued this 30th day of June 1944.

STEPHEN P. TOADVINE,
District Director.

Approved:

GEORGE ST. LOUIS,
Acting Regional Director,
War Food Administration.

[F. R. Doc. 44–10276; Filed, July 12, 1944; 12:35 p. m.]

[Region III Order G–2 Under MPR 280, Amdt. 1]

MILK IN CLEVELAND REGION

Amendment No. 1 to Order No. G–2 under Maximum Price Regulation No. 280. Maximum prices for specific food products. Fixing the maximum prices for milk sold in the States of Indiana (except Lake County), Kentucky, Michigan, Ohio and West Virginia.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration, by § 1351.-817a of Maximum Price Regulation No. 280, *It is hereby ordered;*

(a) That section (b) of Order No. G–2 under Maximum Price Regulation No. 280 be, and the same is hereby amended to read as follows:

(b) *Maximum price.* On and after the effective date of this order, regardless of any contract, agreement or other obligation, no handler shall sell or deliver, or agree to sell or deliver, fluid milk in bulk (other than in glass or paper containers) bought from producers, associations of producers, or other handlers, to any person other than stores, hotels, restaurants, and institutions, and no such person shall in the course of trade or business, buy or agree to buy such fluid milk from any such handler at prices higher than the following:

(1) *Primary handlers.* Subject to the limitations set forth in subparagraph (4) hereof, the maximum price at which a primary handler may sell such fluid milk shall be determined as follows:

(i) The purchase price of said milk adjusted by the required butterfat differential set forth in subparagraph (3) hereof, plus

(ii) A handling charge not exceeding 40¢ per cwt. exclusive of standardization, pasteurization, and transportation charges hereinafter set forth, when such milk is delivered into containers of a capacity greater than 10 gallons, including tank trucks, or tank cars, or

(iii) A handling charge not exceeding 45¢ per cwt. exclusive of standardization, pasteurization, and transportation charges hereinafter set forth, when such milk is delivered into containers of 10 gallons capacity or less.

(2) *Secondary handlers.* Subject to the limitations set forth in subparagraph

(4) hereof, the maximum price at which a secondary handler may sell such milk shall be determined as follows:

(i) The prices which such secondary handler actually paid for such fluid milk (in no event to exceed the maximum price provided by subparagraph (1) of this paragraph (b)), adjusted by the required butterfat differential set forth in subparagraph (3) hereof, plus

(ii) A handling charge not exceeding 20¢ per cwt. exclusive of standardization, pasteurization and transportation charges hereinafter set forth.

(3) The following butterfat differential shall be applicable only in the event the butterfat content of milk sold by a handler varies from the butterfat content of said milk at the time of the purchase:

Butterfat content	Delivered into containers of more than 10 gallon capacity, including tank trucks and tank cars	Delivered in containers of 10 gallon capacity or less
3.5%	$3.75	$3.80
Less than 3.5%	$3.75 less 5¢ for each 1/10 of 1% under 3.5% butterfat content.	$3.80 less 5¢ for each 1/10 of 1% under 3.5% butterfat content.
More than 3.5%	$3.75 plus 5¢ for each 1/10 of 1% over 3.5% butterfat content.	$3.80 plus 5¢ for each 1/10 of 1% over 3.5% butterfat content.

(5) Where milk is purchased at different prices, and/or of different butterfat content, and is thereafter commingled, the weighted average, both as to purchase price and as to butterfat content, shall be used in calculating maximum resale prices under this paragraph (b).

(6) *Standardization charge.* In the event a handler standardizes milk to a uniform butterfat content, 5¢ per cwt. may be added to the maximum prices set forth above, in addition to any other charges permitted hereby. Such additional charge for standardization shall be separately stated on the invoice.

(7) *Pasteurization charge.* In the event a handler pasteurizes milk by a recognized pasteurizing process, 15¢ per cwt. may be added to the maximum prices set forth above, in addition to any other charges permitted hereby; provided that no pasteurization charge shall be added for pasteurization by the process commonly known as "flash" pasteurization. Such additional charge for pasteurization shall be separately stated on the invoice.

(8) *Limitation on standardization and pasteurization charges.* No handler may add a charge for a second standardization or pasteurization, if a charge for that particular service has been added by a prior handler. In other words, not more than one standardization and one pasteurization charge shall be added to the maximum prices herein established.

(9) In the event that a handler delivers fluid milk to a place designated by the purchaser, transportation charges may be added to the maximum prices set forth above in addition to any other charges permitted hereby. Such transportation charges shall, in no event, exceed:

(i) When by common carrier, the lowest available common carrier rate.

(ii) When by contract carrier, the lowest available contract carrier rate.

(iii) When by the seller's own equipment, the highest lawful rate for such service under any applicable maximum price regulation or order.

Such charges for transportation shall be separately stated on the invoice.

(10) *Prohibition against payment of bonus.* The purchase price to which the handling, standardization, and pasteurization charges set forth above may be added, shall in no event include any bonus or additional payments, based upon quality, quantity, special equipment or any other special consideration.

(i) For each 1/10 of 1% by which the butterfat content is increased on resale, 5¢ may be added.

(ii) For each 1/10 of 1% by which the butterfat content is decreased on resale, 5¢ shall be deducted.

(4) *Provided, however,* That in no event shall the total of all handling charges, exclusive of standardization, pasteurization, and transportation charges hereinafter set forth, exceed 60¢ per cwt. for milk delivered into containers of a capacity greater than 10 gallons including tank trucks or tank cars, and 65¢ per cwt. for milk delivered into containers of 10 gallons capacity or less, nor shall the maximum price, exclusive of such charges, for any fluid milk sold by either a primary or secondary handler, exceed the following:

This Amendment No. 1 to Order No. G–2 under Maximum Price Regulation No. 280 shall become effective July 5, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued July 5, 1944.

BIRKETT L. WILLIAMS,
Regional Administrator.

[F. R. Doc. 44–10277; Filed, July 12, 1944; 12:39 p. m.]

[Region III Order G–8 Under RMPR 122, Amdt. 2]

SOLID FUELS IN LOUISVILLE, KY., AREA

Amendment No. 2 to Order No. G–8 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Maximum prices for specified solid fuels in the Louisville, Kentucky, Area.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122, *It is hereby ordered,* That Order No. G–8 under Revised Maximum Price Regulation No. 122 be amended in the following respects:

(a) Paragraph 2b (1), paragraph B of Part I of the Price Schedules in paragraph (c) (1) is amended to read as follows:

Column I	Column II	Column III	Column IV
(1) The Fourseam Mine, Index 207 of the Fourseam Coal Corporation	$7.80	$7.55	$7.30

(b) Sub-paragraph 1, paragraph B of Part I of the Price Schedule in section (c) (1) is amended to read as follows:

Column I	Column II	Column III	Column IV
1. Size Group No. 5 (top size larger than 5" but not exceeding 6" x bottom size larger than 2" but not exceeding 3"; top size larger than 6" x bottom size 2" and smaller) Mine Price Classifications G through K:			
a. The Fourseam Mine, Index 207 of the Fourseam Coal Corporation	$7.90	$7.65	$7.40
b. All mines excepting the above	7.75	7.50	7.25

(c) Paragraph D of Part I of the Price Schedules in paragraph (c) (1) is amended to read as follows:

Column I	Column II	Column III	Column IV
D. Screenings, Size Group No. 20 (larger than ¾" x 0 but not exceeding 2" x 0) Mine Price Classifications D through L (excluding Mine Index No. 423)			$5.95

This amendment to Order No. G–8 under Revised Maximum Price Regulation No. 122 shall become effective June 16, 1944.

(56 Stat. 23, 765, Pub. Laws 161, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued June 16, 1944.

BIRKETT L. WILLIAMS,
Regional Administrator.

[F. R. Doc. 44–10278; Filed, July 12, 1944; 12:38 p. m.]

[Region III Order G–8 Under RMPR 122, Amdt. 3]

SOLID FUELS IN LOUISVILLE, KY., AREA

Amendment No. 3 to Order No. G–8 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Maximum prices for specified solid fuels in the Louisville, Kentucky, Area.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122, *It is hereby ordered,* That Part II of the price schedules in section (c) (1) be amended to read as follows:

Column I	Column II	Column III	Column IV
II. High volatile bituminous coals from Producing District No. 9 (western Kentucky):			
A. Lump and egg from the 9th and 11th seams, Size Group Nos. 1 through 6 (all single-screened lump coals and all double-screened raw, washed or air-cleaned egg coals, top size larger than 2")	$6.40	$6.15	$5.90
B. Mine run from the 9th and 11th seams, Size Group No. 7 (straights mine run; mine run, modified by the removal of any intermediate size or sizes; all mine run resultants larger than 2"; no fines removed)	5.05	5.80	5.55
C. Stove, nut and pea from the 9th and 11th seams:			
1. Size Group Nos. 8 through 12 (all double-screened raw or washed stove coal, top size larger than 1½" but not exceeding 2" and bottom size larger than ⅜"; all raw double screened nut, stoker and pea coals top size not exceeding 2" and bottom size larger than 10 mesh or ⅜")	5.65	5.40	5.15
2. Size Group Nos. 17 through 22 (all washed or air-cleaned, double screened nut, stoker and pea top size not exceeding 2"; dedusted washed screenings with bottom size larger than 1 millimeter and top size not exceeding 2")	5.95	5.70	5.45

This amendment No. 3 to Order No. G–8 under Revised Maximum Price Regulation No. 122 shall become effective June 30, 1944.

(56 Stat. 23, 765; Pub. Laws 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued June 30, 1944.

CLIFFORD J. HOUSER,
Acting Regional Administrator.

[F. R. Doc. 44–10279; Filed, July 12, 1944; 12:38 p. m.]

[Region III Order G–9 Under RMPR 122, Amdt. 6]

SOLID FUELS IN MARION COUNTY, IND.

Amendment No. 6 to Order No. G–9 under Revised Maximum Price Regulation No. 122. Maximum prices for specified solid fuels in Marion County, in the State of Indiana.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122: *It is hereby ordered,* That Order No. G–9 under Revised Maximum Price Regulation No. 122 be amended in the following respects:

(a) Paragraph C, Part I of Schedule I in section (c) is amended to read as follows:

Column I	Column II	Column III
C. Stoker, Size Group No. 10 (top size 1¼" and smaller x bottom size ¾" and larger):		
1. Mine Price Classification A:		
a. Treated	$9.40	$8.75
b. Untreated	9.30	8.65
2. Mine Price Classifications B through E:		
a. Treated	9.10	8.40
b. Untreated	9.00	8.30
3. Mine Price Classifications F through lower:		
a. Treated	8.90	8.10
b. Untreated	8.80	8.00

(b) Part V in section (c) is amended to read as follows:

Column I	Column II	Column III
V. Anthracite—Pennsylvania: A. Egg, stove, chestnut	$16.40	

This Amendment No. 6 to Order No. G–9 under Revised Maximum Price Regulation No. 122 shall become effective June 23, 1944.

(56 Stat. 23, 765, Pub. Laws 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued June 16, 1944.

BIRKETT L. WILLIAMS,
Regional Administrator.

[F. R. Doc. 44–10280; Filed, July 12, 1944; 12:40 p. m.]

[Region III Order G–13 Under RMPR 122, Amdt. 6]

SOLID FUELS IN TOLEDO, OHIO, AREA

Amendment No. 6 to Order No. G–13 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Maximum prices for specified solid fuels in the Toledo, Ohio, Area.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122, *It is hereby ordered,* That Part IV of the Price Schedules in section (c) (1) be amended to read as follows:

Column I	Column II	Column III
IV. Pennsylvania Anthracite (excluding broken Anthracite) Egg, Stove or Chestnut	$14.65	$14.10

This Amendment No. 6 to Order No. G–13 under Revised Maximum Price Regulation No. 122 shall become effective June 16, 1944.

(56 Stat. 23, 765, Pub Laws 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued June 16, 1944.

BIRKETT L. WILLIAMS,
Regional Administrator.

[F. R. Doc. 44–10281; Filed, July 12, 1944; 12:39 p. m.]

[Region III Order G–14 Under RMPR 122, Amdt. 6]

SOLID FUELS IN MICHIGAN

Amendment No. 6 to Order No. G–14 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Maximum prices for specified solid fuels in the Cities of Saginaw, Carrollton and Zilwaukee and the Townships of Kochville, Buena Vista, and Saginaw, all in the State of Michigan.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122, *It is hereby ordered,* That Part IV of the price schedule in section (c) be amended to read as follows:

Column I	Column II	Column III
IV. Anthracite—Pennsylvania:		
A. Rice	$10.15	$ 9.40
B. Egg, stove, chestnut	14.85	14.10

This Amendment No. 6 to Order No. G–14 under Revised Maximum Price Regulation No. 122 shall become effective June 16, 1944.

(56 Stat. 23, 765, Pub. Laws 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued June 16, 1944.

BIRKETT L. WILLIAMS,
Regional Administrator.

[F. R. Doc. 44–10282; Filed, July 12, 1944; 12:39 p. m.]

[Region III Order G–20 Under RMPR 122, Amdt. 3]

SOLID FUELS IN LANSING, MICH., AREA

Amendment No. 3 to Order No. G–20 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Maximum prices for specified solid fuels in the Lansing, Michigan, Area.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No.

122, *It is hereby ordered*, That Part V of the price schedule in section (c) be amended to read as follows:

Column I	Maximum prices per net ton		
	Column II	Column III	Column IV
V. Pennsylvania anthracite—egg, stove and chestnut sizes	$14.60	$15.10	$13.35

This Amendment No. 3 to Order No. G–20 under Revised Maximum Price Regulation No. 122 shall become effective June 16, 1944.

(56 Stat. 23, 765, Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued June 16, 1944.

BIRKETT L. WILLIAMS,
Regional Administrator.

[F. R. Doc. 44–10284; Filed, July 12, 1944; 12:39 p. m.]

[Region III Order G–25 Under RMPR 122]

SOLID FUELS IN ANDERSON, IND.

Order No. G–25 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Maximum prices for specified solid fuels in the City of Anderson, Indiana.

For the reasons stated in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by §§ 1340.259 and 1340.260 of Revised Maximum Price Regulation No. 122, it is hereby ordered:

(a) *What this order does.* This order establishes maximum prices for sales of specified solid fuels made within the City of Anderson in the State of Indiana. These are the highest prices that any dealer may charge when he delivers such fuel at or to a point in such area; they are also the highest prices that any buyer in the course of trade or business may pay for them.

(b) *What this order prohibits.* Regardless of any obligation, no person shall

(1) Sell or, in the course of trade or business, buy solid fuels at prices higher than the maximum prices set by this Order No. G–25 but less than maximum prices may at any time be charged, paid or offered;

(2) Obtain a higher than ceiling price by

(i) Charging a price higher than the schedule price for a service or making a charge for a service not authorized by this order,

(ii) Using any other device by which a higher than maximum price is obtained directly or indirectly,

(iii) Using any tying agreement or requiring that the buyer purchase anything in addition to the fuel requested by him, except that a dealer may comply with any requirements or standards with respect to deliveries which have been or may be issued by any agency of the United States government.

(c) *Schedule for sales of coal.* This schedule sets forth maximum prices for sales of specified sizes, kinds, and quantities of solid fuels. Column I describes the coal for which prices are established; Column II shows maximum prices for cash or on sales on a "direct delivery" basis; Column III shows maximum prices for cash credit "yard sales" to dealers reselling coal. All prices are for sales on a net ton basis.

SCHEDULE I

Column I	Column II	Column III
I. High volatile bituminous coals from Producing District No. 8 (eastern Kentucky, southwestern West Virginia, western Virginia, and northeastern Tennessee) excluding Mine Index Nos. 246 and 285:[1]		
A. Lump—Size Group Nos. 1 and 2 (bottom size larger than 3"):		
1. Mine Price Classifications D through K	$9.20	$8.70
2. Mine Price Classifications L through O	8.90	8.40
3. Mine Price Classifications P and lower	8.40	7.90
B. Egg:		
1. Size Group No. 6 (top size larger than 5" but not exceeding 6" x bottom size 2" and smaller; top size 3" but not exceeding 5" x bottom size larger than 2" but not exceeding 3"), Mine Price Classifications B through N	8.60	8.10
2. Size Group No. 7 (top size larger than 3" but not exceeding 5" x bottom size 2" and smaller), Mine Price Classifications B through N	8.60	8.10
C. Stoker—Size Group No. 10 (double screened; top size 1¼" and smaller x bottom size ¼" and larger):		
1. Mine Price Classification A	9.25	8.75
2. Mine Price Classifications B and lower	8.80	8.30
D. To the prices stated in sections A, B, and C of Part I may be added $.15 per ton, provided the coal is mined in Sub-district 6 of Producing District No. 8 and provided it is separately weighed and billed by the dealer. Sub-district 6 includes that portion of District 8 which is in northern Tennessee and the following counties in Kentucky: Bell, Clay, Clinton, Jackson, Knox, Laurel, Leslie, Madison, McCreary, Owsley, Pulaski, Rock Castle, Wayne and Whitley.		
II. Low volatile bituminous coals from Producing District Nos. 7 and 8 (southeastern West Virginia and northwestern Virginia) excluding Mine Index No. 73:[1]		
A. Lump—Size Group No. 1 (larger than screened run of mine):		
1. Mine Price Classification A	10.10	9.60
2. Mine Price Classifications B and C	9.80	9.30
3. Mine Price Classifications D and lower	9.20	8.70
B. Egg—Size Group No. 2 (double screened; top size larger than 3" x bottom size no limit):		
1. Mine Price Classification A	10.10	9.60
2. Mine Price Classifications B and C	9.80	9.30
3. Mine Price Classifications D and lower	9.40	8.90
C. Stoker—Size Group No. 5 (pea or dedusted screenings; top size not exceeding ¾" x bottom size smaller than ¾"), Mine Price Classification A	9.10	8.60
III. Anthracite (Pennsylvania) egg, stove, and chestnut sizes	15.30	14.80
IV. Coke (excluding reclaimed or reject coke) egg, stove and chestnut sizes	11.60	11.10

[1] In accordance with Regional Supplementary Order No. 3, $.10 per ton may be added to the prices of these coals if the coal has been subjected to an oil or calcium chloride treatment by the producer to allay dust or prevent freezing and if such charge is separately stated on the dealer's invoice.

All terms used herein to describe size, volatility and producing district are those that were established and defined by the Bituminous Coal Division and in effect as of midnight, August 23, 1943.

(d) The maximum prices for all sales by dealers of solid fuel not provided for by this Order No. G–25 shall be the maximum prices established by Revised Maximum Price Regulation No. 122.

(e) *Schedule of service charges.* This schedule sets forth maximum prices which a dealer may charge for special services rendered in connection with all sales under paragraph (c). These charges may be made only if the buyer requests such service of the dealer and only when the dealer renders the service. Every service charge shall be separately stated in the dealer's invoice.

Carrying from curb	$1.00 per ton.
Wheeling from curb	$0.50 per ton.
Carrying up or down stairs	$1.00 per ton.
½ ton deliveries	½ of the ton price plus $0.25.

(f) *The transportation tax.* The transportation tax imposed by section 620 of the Revenue Act of 1942 may be collected in addition to the maximum prices set by this order, provided the dealer states it separately from the price on his invoice or statement. However, such tax need not be so separately stated upon a sale to the United States or any agency thereof, the District of Columbia, any state government, or any political subdivision thereof.

(g) *Addition of increase in suppliers prices prohibited.* The maximum prices set by this order may not be increased by a dealer to reflect increases in purchase costs or in supplier's maximum prices occurring after the effective date hereon; but increases in the maximum prices set hereby to reflect such increases are within the discretion of the Regional Administrator.

(h) *Petitions for amendment.* Any person seeking an amendment of any provision of this order may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1 except that the petition shall be filed with the Regional Administrator and acted upon by him.

(i) *Applicability of other regulations.* Every dealer subject to this order is governed by the licensing provisions of Supplementary Order No. 72, effective October 1, 1943.

(j) *Right of amendment or revocation.* The Regional Administrator or Price Administrator may amend, revoke, or rescind this order, or any provisions thereof, at any time.

(k) *Records.* Every person making a sale of solid fuel for which a maximum price is set by this order shall keep a record thereof showing the date, the name and address of the buyer, if known, the per net ton price charged and the type and kind of solid fuel sold. The solid fuel shall be identified in the manner in which it is described in the order. The record shall also separately state each service rendered and the charge made for it.

(l) *Posting of maximum prices; sales slips.* (1) Each dealer subject to this order shall post all the maximum prices set by it for all his types of sales. He shall post his prices in his place of business in a manner plainly visible to and understandable by the purchasing public. He shall also keep a copy of this order available for examination by any person inquiring as to his prices for solid fuel. No report of the maximum prices established by this order need be made by any dealer under § 1340.262 (c) of Regulation No. 122.

(2) Every dealer selling solid fuel for sales of which a maximum price is set by this order shall, within thirty days after the delivery of the fuel, give to the buyer a statement showing; the date of the sale, the name and address of the dealer and of the buyer, the kind, size, and quantity of the solid fuel sold, the price charged and separately stating any item which is required to be separately stated by this order.

(m) *Enforcement.* (1) Persons violating any provision of this order are subject to civil and criminal penalties, including suits for treble damages, provided for by the Emergency Price Control Act of 1942, as amended.

(2) Persons who have any evidence of any violations of this order are urged to communicate with the Indianapolis District Office of the Office of Price Administration.

(n) *Definitions and explanations.* (1) "Person" includes an individual corporation, partnership, association, any other organized group of persons, legal successor or representative of any of the foregoing, and includes the United States, any agency thereof, any other government, or any of its political subdivisions, and any agency of any of the foregoing.

(2) "Sell" includes sell, supply, dispose, barter, exchange, lease, transfer and deliver, and contracts and offers to do any of the foregoing. The terms "sale", "selling", "sold", "seller", "buy", "purchase", and "purchaser" shall be construed accordingly.

(3) "Dealer" means any person selling solid fuel except producers or distributors making sales at or from a mine, a preparation plant operated as an adjunct of any mine, a coke oven, or a briquette plant.

(4) "Direct delivery" means dumping, shoveling or chuting the fuel from the seller's truck directly into the buyer's bin or storage space; but, if this is physically impossible, the term means discharging the fuel directly from the seller's truck at a point where this can be done and at the point nearest and most accessible to the buyer's bin or storage space.

(5) "Yard sales" shall mean sales and deliveries made by the dealer in his customary manner at his yard.

(6) Except as otherwise provided herein or as the context may otherwise require, the definitions set forth in §§ 1340.255 and 1340.266 of Revised Maximum Price Regulation No. 122, as amended, shall apply to the terms used herein, and in full force and effect.

(o) *Applicability of this order.* To the extent applicable, the provisions of this order supersede Revised Maximum Price Regulation No. 122.

NOTE: The reporting and record keeping provisions of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

This Order No. G–25 under Revised Maximum Price Regulation No. 122 shall become effective July 10, 1944.

(56 Stat. 23, 765, Pub. Laws 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued June 28, 1944.

CLIFFORD J. HOUSER,
Acting Regional Administrator.

[F. R. Doc. 44–10285; Filed, July 12, 1944; 12:36 p. m.]

[Region III Order G–29 Under RMPR 122]

SOLID FUELS IN COLUMBUS, OHIO, AREA

Order No. G–29 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Maximum prices for specified solid fuels in the Columbus, Ohio, area.

For the reasons stated in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by §§ 1340.259 and 1340.260 of Revised Maximum Price Regulation No. 122, it is hereby ordered:

(a) *What this order does.* This order establishes maximum prices for sales of specified solid fuels made within the Municipalities of Columbus, Bexley, Upper Arlington, Marble Cliff, Grand View and Worthington, Ohio and all territory within a distance of one mile from any point in the corporation limits of the City of Columbus. These are the highest prices that any dealer may charge when he delivers such fuel at or to a point in such area; they are also the highest prices that any buyer in the course of trade or business may pay for them.

(b) *What this order prohibits.* Regardless of any obligation, no person shall

(1) Sell or, in the course of trade or business, buy solid fuels at prices higher than the maximum prices set by this Order No. G–29 but less than maximum prices may at any time be charged, paid or offered;

(2) Obtain a higher than ceiling price by

(i) Charging a price higher than the scheduled price for a service or making a charge for a service not authorized by this order,

(ii) Using any other device by which a higher than maximum price is obtained directly or indirectly,

(iii) Using any tying agreement or requiring that the buyer purchase anything in addition to the fuel requested by him, except that a dealer may comply with any requirements or standards with respect to deliveries which have been or may be issued by any agency of the United States Government.

(c) *Schedule for sales of coal.* This schedule sets forth maximum prices for sales of specified sizes, kinds and quantities of solid fuels. Column I describes the coal for which prices are established; Column II shows maximum prices for cash or credit sales on a "direct delivery" basis; Column III shows maximum prices for cash or credit "yard sales" to dealers reselling coal. All prices are for sales on a net ton basis.

SCHEDULE I

Column I	Column II	Column III
I. High volatile bituminous coals from Producing District No. 8 (eastern Kentucky, southwestern West Virginia, western Virginia and northeastern Tennessee):[1]		
A. Lump—Size Group No. 2 (larger than 3" but not exceeding 5"):		
1. Mine Price Classifications C through J	$8.35	$7.35
2. Mine Price Classifications K through O	7.90	6.90
B. Egg:		
1. Size Group No. 6 (top size larger than 5" but not exceeding 6" x bottom size 2" and smaller; top size 3" but not exceeding 5" x bottom size larger than 2" but not exceeding 3"):		
a. Mine Price Classifications B through K	7.95	6.95
b. Mine Price Classifications L through N	7.65	6.65
2. Size Group No. 7 (top size larger than 3" but not exceeding 5" x bottom size 2" and smaller) Mine Price Classifications B through M	7.65	6.65
C. Stoker—Size Group No. 10 (top size 1¼" and smaller x bottom size ¼" and larger):		
1. Mine Price Classification A	8.30	7.30
2. Mine Price Classifications B through E	7.95	6.95
3. Mine Price Classifications F and lower	7.65	6.65
D. To the prices stated in sections A, B, and C, above, may be added $0.15 per ton provided the coal is mined in Sub-district 6 of Producing District No. 8 and provided it is separately weighed and billed by the dealer. Sub-district 6 includes that portion of District 8 which is in northern Tennessee and the following counties in Kentucky: Bell, Clay, Clinton, Jackson, Knox, Laurel, Leslie, Madison, McCreary, Owsley, Pulaski, Rock Castle, Wayne and Whitley.		
II. High volatile bituminous coals from the Hocking Freight Origin District of Producing District No. 4 (Ohio):		
A. Lump—Size Group Nos. 1 and 2 (larger than 2")	7.20	6.20
B. Stoker—Size Group No. 5 (all double screened coal top size 2" and smaller)	6.80	5.80
III. High volatile bituminous coals from Producing District No. 3 (northwestern West Virginia, excluding Panhandle):[1]		
A. Lump and Egg—Size Group No. 1 (bottom size larger than 2"):		
1. Mine Price Classification A from the Sewell Seam	8.50	7.50
2. Mine Price Classifications D and E from the Pittsburgh Seam	7.25	6.25
IV. Low volatile bituminous coals from Producing District Nos. 7 and 8 (southeastern West Virginia and northwestern Virginia):[1]		
A. Lump—Size Group No. 1 (bottom size larger than screened Run of Mine):		
1. Mine Price Classification A	9.10	8.10
2. Mine Price Classifications B and C	8.85	7.85
B. Egg—Size Group No. 2 (top size larger than 3" x bottom size no limit):		
1. Mine Price Classification A	9.20	8.20
2. Mine Price Classifications B and C	8.95	7.95
C. Stoker—Size Group No. 5 (pea or dedusted screenings; top size not exceeding ¾" x bottom size smaller than ¾"), Mine Price Classification A	8.00	7.00

[1] In accordance with Regional Supplementary Order No. 3, $0.10 per ton may be added to the prices of these coals if the coal has been subjected to an oil or calcium chloride treatment by the producer to allay dust or prevent freezing and if such charge is separately stated on the dealers invoice.

All terms used herein to describe size, volatility and producing district are those that were established and defined by the Bituminous Coal Division and in effect as of midnight, August 23, 1943.

(d) The maximum prices for all sales by dealers of solid fuel not povided for by this Order No. G–29 shall be the maximum prices established by Revised Maximum Price Regulation No. 122.

(e) *Schedule of service charges.* This schedule sets forth maximum prices which a dealer may charge for special services rendered in connection with all sales under paragraph (c). These charges may be made only if the buyer requests such service of the dealer and only when the dealer renders the service. Every service charge shall be separately stated in the dealer's invoice.

	Per ton
Trimming [1]	$0.25
Carrying or wheeling from curb	.75
Carrying up or down stairs	1.00
Use of conveyor to move coal from truck into bin [2]	.25
One-half ton deliveries	([3])
Forking low volatile coals	1.25

[1] Charge shall apply only to the number of tons remaining in the truck when the trimming operation begins.

[2] May be charged only when delivery cannot be made into bin by shoveling or chuting from the truck.

[3] One half of the delivered ton price plus $0.25.

(f) *The transportation tax.* The transportation tax imposed by section 620 of the Revenue Act of 1942 may be collected in addition to the maximum prices set by this order, provided the dealer states it separately from the price on his invoice or statement. However, such tax need not be so separately stated on a sale to the United States or any agency thereof, the District of Columbia, any state government or any political subdivision thereof.

(g) *Addition of increase in suppliers prices prohibited.* The maximum prices set by this order may not be increased by a dealer to reflect increases in purchase costs or in supplier's maximum prices occurring after the effective date hereon; but increases in the maximum prices set hereby to reflect such increases are within the discretion of the Regional Administrator.

(h) *Petitions for amendment.* Any person seeking an amendment of any provision of this order may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1 except that the petition shall be filed with the Regional Administrator and acted upon by him.

(i) *Applicability of other regulations.* Every dealer subject to this order is governed by the licensing provisions of Supplementary Order No. 72, effective October 1, 1943.

(j) *Right of amendment or revocation.* The Regional Administrator or Price Administrator may amend, revoke, or rescind this order, or any provision thereof, at any time.

(k) *Records.* Every person making a sale of solid fuel for which a maximum price is set by this order shall keep a record thereof showing the date, the name and address of the buyer, if known, the per net ton price charged and the type and kind of solid fuel sold. The solid fuel shall be identified in the manner in which it is described in the order. The record shall also separately state each service rendered and the charge made for it.

(l) *Posting of maximum prices; sales slips.* (1) Each dealer subject to this order shall post all the maximum prices set by it for all his types of sales. He shall post his prices in his place of business in a manner plainly visible to and understandable by the purchasing public. He shall also keep a copy of this order available for examination by any person inquiring as to his prices for solid fuel. No report of the maximum prices established by this order need be made by any dealer under § 1340.262 (c) of Regulation No. 122.

(2) Every dealer selling solid fuel for sales of which a maximum price is set by this order shall, within thirty days after the delivery of the fuel, give to the buyer a statement showing: the date of the sale, the name and address of the dealer and of the buyer, the kind, size, and quantity of the solid fuel sold, the price charged and separately stating any item which is required to be separately stated by this order.

(m) *Enforcement.* (1) Persons violating any provisions of this order are subject to civil and criminal penalties, including suits for treble damages, provided for by the Emergency Price Control Act of 1942, as amended.

(2) Persons who have any evidence of any violations of this order are urged to communicate with the Columbus District Office of the Office of Price Administration.

(n) *Definitions and explanations.* (1) "Person" includes an individual, corporation, partnership, association, any other organized group of persons, legal successor or representative of any of the foregoing, and includes the United States, any agency thereof, any other government, or any of its political subdivisions, and any agency of any of the foregoing.

(2) "Sell" includes sell, supply, dispose, barter, exchange, lease, transfer and deliver, and contracts and offers to do any of the foregoing. The terms "sale," "selling," "sold," "seller," "buy," "purchase," and "purchaser" shall be construed accordingly.

(3) "Dealer" means any person selling solid fuel except producers or distributors making sales at or from a mine, a preparation plant operated as an adjunct of any mine, a coke oven, or a briquette plant.

(4) "Direct delivery" means dumping, chuting or shoveling the fuel from the seller's truck directly into the buyer's bin or storage space; but, if this is physically impossible, the term means discharging the fuel directly from the seller's truck at a point where this can be done and at the point nearest and most accessible to the buyer's bin or storage space.

(5) "Yard sales" shall mean sales and deliveries made by the dealer in his customary manner at his yard.

(6) Except as otherwise provided herein or as the context may otherwise require, the definitions set forth in §§ 1340.255 and 1340.266 of Revised Maximum Price Regulation No. 122, as amended, shall apply to the terms used herein, and in full force and effect.

(o) *Applicability of this order.* To the extent applicable, the provisions of this order supersede Revised Maximum Price Regulation No. 122.

This Order No. G–29 under Revised Maximum Price Regulation No. 122 shall become effective July 10, 1944.

NOTE: The reporting and record keeping provisions of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued June 28, 1944.

CLIFFORD J. HOUSER,
Acting Regional Administrator.

[F. R. Doc. 44–10287; Filed, July 12, 1944; 12:36 p. m.]

[Region III Order G–30 Under RMPR 122, Amdt. 4]

SOLID FUELS IN HAMILTON COUNTY AND MILFORD, OHIO

Amendment No. 4 to Order No. G–30 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Maximum prices for specified solid fuels in part of Hamilton County, Ohio and in the City of Milford, Ohio.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122, *It is hereby ordered,* That Order No. G–30 under Revised Maximum Price Regulation No. 122 be amended in the following respects:

(a) The title is amended to read as follows: "Order No. G–30 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Maximum prices for specified solid fuels in part of Hamilton County, Ohio and in the City of Milford, Ohio."

(b) Section (a) is amended to read as follows:

(a) *What this order does.* This order establishes maximum prices for sales of specified solid fuels made within the corporate limits of Milford, Ohio, and within the county limits of Hamilton County, Ohio, exclusive of the Municipality of Harrison and all territory bounded on the west by the State and County line; on the south by the State and County line; and on the north and east by a line starting at the intersection of the State and County line with the southwest corner of the Municipality of Harrison; thence easterly along the southerly border of the Municipality of Harrison to the southeast corner thereof; thence northerly along the easterly border of the Municipality of Harrison to Harrison Pike; thence southeasterly along Harrison Pike to Race Road; thence southerly along Race Road to Cincinnati-Louisville Road; thence southeasterly along Cincinnati-Louisville Road to Muddy Creek Road; thence westerly along Muddy Creek Road to Neeb Road; and thence southerly along Neeb Road to the State and County line. These are the highest prices that any dealer may charge when he delivers such fuel at or to a point in such area, they are also the highest prices that any buyer in the course of trade or business may pay for them.

(c) Section (e) is amended to read as follows:

(e) *Schedule of service charges.* This schedule sets forth maximum prices which a dealer may charge for special services rendered in connection with all sales under paragraph (c). These charges may be made only if the buyer requests such service of the dealers and only when the dealer renders the service. Every service charge shall be separately stated in the dealer's invoice.

Use of conveyor or chute to convey coal from truck to bin or use of high lift truck to deliver coal to bin (per ton)	$0.50
Service charge for deliveries in quantities of ½ ton	.50

This Amendment No. 4 to Order No. G–30 shall become effective July 5, 1944.

(56 Stat. 23, 765; Pub. Laws 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued July 5, 1944.

BIRKETT L. WILLIAMS,
Regional Administrator.

[F. R. Doc. 44–10286; Filed, July 12, 1944; 12:37 p. m.]

[Region III Order G–45 Under RMPR 122, Amdt. 4]

SOLID FUELS IN BOONE, CAMPBELL AND KENTON COUNTIES, KY.

Amendment No. 4 to Order No. G–45 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Maximum prices for specified solid fuels in Boone, Campbell, and Kenton Counties, Kentucky.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122, *It is hereby ordered,* That section (e) of Order No. G–45 under Revised Maximum Price Regulation No. 122 be amended to read as follows:

(e) *Schedule of service charges.* This schedule sets forth maximum prices which a dealer may charge for special services rendered in connection with all sales under paragraph (c). These charges may be made only if the buyer requests such service of the dealer and only when the dealer renders the service. Every service charge shall be separately stated in the dealer's invoice.

Use of conveyor or chute to convey coal from truck to bin or use of high lift truck to deliver coal to bin (per ton)	$0.50
Service charge for deliveries in quantities of ½ ton	.50

This Amendment No. 4 to Order No. G–45 under Revised Maximum Price Regulation No. 122 shall become effective June 30, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued June 30, 1944.

CLIFFORD J. HOUSER,
Acting Regional Administrator.

[F. R. Doc. 44–10288; Filed, July 12, 1944; 12:37 p. m.]

[Region III Order G–48 Under RMPR 122, Amdt. 1]

SOLID FUELS IN DETROIT, MICH., AREA

Amendment No. 1 to Order No. G–48 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Maximum prices for specified solid fuels in the Detroit, Michigan, Area.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122, *It is hereby ordered,* That Part IV of the Price Schedules in section (c) be amended to read as follows:

Column I	Column II
IV. Pennsylvania anthracite, egg, stove or nut sizes	$14.60

This amendment No. 1 to Order No. G–48 under Revised Maximum Price Regulation No. 122 shall become effective June 16, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued June 16, 1944.

BIRKETT L. WILLIAMS,
Regional Administrator.

[F. R. Doc. 44–10289; Filed, July 12, 1944; 12:38 p. m.]

[Region III Order G–48 Under RMPR 122, Amdt. 2]

SOLID FUELS IN DETROIT, MICH., AREA

Amendment No. 2 to Order No. G–48 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Maximum prices for specified solid fuels in the Detroit, Michigan, Area.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122, *It is hereby ordered,* That section (e) of Order No. G–48 under Revised Maximum Price Regulation No. 122 be amended to read as follows:

(e) *Schedule of service charges.* This schedule sets forth maximum prices which a dealer may charge for special services rendered in connection with all sales under paragraph (c). These charges may be made only if the buyer requests such service of the dealer and only when the dealer renders the service. Every service charge shall be separately stated in the dealer's invoice.

	Per ton
Trimming or Double Handling	$0.50
Wheel-in from curb coke	1.00
Wheel-in from curb coal	.75
Service charge for deliveries in quantities of ½ ton	.50

This Amendment No. 2 to Order No. G–48 under Revised Maximum Price Regulation No. 122 shall become effective June 30, 1944.

(56 Stat. 23, 765; Pub. Laws 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued June 30, 1944.

CLIFFORD J. HOUSER,
Acting Regional Administrator.

[F. R. Doc. 44–10290; Filed, July 12, 1944; 12:39 p. m.]

[Region III Order G–50 Under RMPR 122]

SOLID FUELS IN CANTON, OHIO

Order No. G–50 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Maximum prices for specified solid fuels in the City of Canton, Ohio.

For the reasons stated in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122, it is hereby ordered:

(a) *What this order does.* This order establishes maximum prices for sales of specified solid fuels made within the City of Canton in the State of Ohio. These are the highest prices that any dealer may charge when he delivers such fuel at or to a point in such area; they are also the highest prices that any buyer in the course of trade or business may pay for them.

(b) *What this order prohibits.* Regardless of any obligation, no person shall

(1) Sell or, in the course of trade or business, buy solid fuels at prices higher than the maximum prices set by this Order No. G–50 but less than maximum prices may at any time be charged, paid or offered;

(2) Obtain a higher than ceiling price by

(i) Charging a price higher than the scheduled price for a service or making a charge for a service not authorized by this order,

(ii) Using any other device by which a higher than maximum price is obtained directly or indirectly,

(iii) Using any tying agreement or requiring that the buyer purchase anything in addition to the fuel requested by him, except that a dealer may comply with any requirements or standards with respect to deliveries which have been or may be issued by any agency of the United States Government.

(c) *Schedule for sales of coal*—(1) *Price schedule.* This schedule sets forth maximum prices for sales of specified sizes, kinds and quantities of solid fuels. Column I describes the coal for which

prices are established; Column II shows maximum prices for cash or credit sales of two or more tons on a "direct delivery" basis; Column III shows maximum prices for cash or credit sales of at least one ton and less than two tons on a "direct delivery" basis. All prices are for sales on a net ton basis.

SCHEDULE I—COAL SHIPPED AND RECEIVED BY RAIL

Column I	Column II	Column III
I. High volatile bituminous coals from Producing District No. 8 (eastern Kentucky, Southern West Virginia, western Virginia, northeastern Tennessee) excluding Mine Index Nos. 370 and 405: 1		
A. Lump—Size Group No. 2 (larger than 3" but not exceeding 5"):		
1. Mine Price Classifications C through K	$8.50	$8.75
2. Mine Price Classifications L through O	8.10	8.35
B. Egg—Size Group No. 6 (top size larger than 5" but not exceeding 6" x bottom size 2" and smaller; top size 3" and larger but not exceeding 5" x bottom size larger than 2" but not exceeding 3") Mine Price Classification L	7.85	8.10
C. Stoker—Size Group No. 10 (top size not exceeding 1¼" x bottom size less than 1¼") Mine Price Classification A	8.50	8.75
D. To the prices stated in sections A, B and C of Part I may be added $0.15 per ton provided the coal is mined in Sub-district 6 of Producing District No. 8, and provided it is separately weighed and billed. Sub-district 6 includes that portion of District 8 which is in northern Tennessee and the following counties in Kentucky: Bell, Clay, Clinton, Jackson, Knox, Laurel, Leslie, Madison, McCreary, Owsley, Pulaski, Rock Castle, Wayne and Whitley.		
II. High volatile bituminous coals from Producing District No. 4 (Ohio):		
A. Lump and egg—Size Group Nos. 1 and 2 (lump and double screened coals, bottom size larger than 2") from the Ohio No. 8 Freight Origin District	6.75	7.00
B. Lump and egg—Size Group No. 2 (lump: bottom size larger than 2" but not exceeding 5"; double screened coals bottom size larger than 2") from the Middle Freight Origin District	6.60	6.85
C. Lump and egg—Size Group No. 3 (lump: bottom size larger than 1¼" but not exceeding 2"; double screened coals with bottom size 1¼" but not exceeding 2") from the Ohio No. 8 Freight Origin District and the Middle Freight Origin District	6.25	6.50
D. Stoker—Size Group No. 5 (double screened coals with top size 2" and smaller) from the Ohio No. 8 Freight Origin District	6.20	6.45
III. High volatile bituminous coals from Producing District No. 2 (Western Pennsylvania) excluding Mine Index No. 224 1—Lump and Egg—Size Groups Nos. 1 and 2 (lump larger than 2"; double screened coals with bottom size larger than 2") Mine Price Classifications A through E	7.40	7.65
IV. Low volatile bituminous coals from Producing District No. 7 (Southern West Virginia and Western Virginia) 1—Lump—Size Group No. 1 (bottom size larger than that designated for screened Run of Mine) Mine Price Classification A through C	9.25	9.50
V. Coke—(excluding reject or reclaimed coke) pea size	7.25	7.50

[1] In accordance with Regional Supplementary Order No. 3, $.10 per ton may be added to the prices of these coals if the coal has been subjected to an oil or calcium chloride treatment by the producer to allay dust or prevent freezing and if such charge is separately stated on the dealer's invoice.

(2) *Discount for yard sales.* All prices quoted in Column II are subject to a discount of $1.00 per ton on cash or credit "yard sales" of two or more tons to dealers reselling coal.

All prices quoted in Column III are subject to a discount of $1.00 per ton on cash or credit "yard sales" of at least one ton and less than two tons to dealers reselling coal.

(3) *Descriptive terms.* All terms used herein to describe size, volatility and producing district are those that were established and defined by the Bituminous Coal Division and in effect as of midnight, August 23, 1943.

(d) The maximum prices for all sales by dealers of solid fuel not provided for by this Order No. G–50 shall be the maximum prices established by Revised Maximum Price Regulation No. 122.

(e) *Schedule of service charges.* This schedule sets forth maximum prices which a dealer may charge for special services rendered in connection with all sales under paragraph (c). These charges may be made only if the buyer requests such service of the dealer and only when the dealer renders the service. Every service charge shall be separately stated in the dealer's invoice.

Wheel-in from curb	$0.50 per ton.
Carry-in frum curb	$1.00 per ton.
Trimming	$0.70 per hour.
One-half ton deliveries: ½ of the delivered price quoted in Column III, plus $0.50.	
"Yard sales" of at least ¼ ton and less than 1 ton: The fraction delivered price quoted in Column III.	
"Yard sales" less than ¼ ton: High volatile coals from Producing District No. 4 40¢ per cwt.; High volatile coals from Producing District No. 8 50¢ per cwt.; Low volatile coals from Producing District No. 7 50¢ per cwt.	

(f) *The transportation tax.* The transportation tax imposed by section 620 of the Revenue Act of 1942 may be collected in addition to the maximum prices set by this order, provided the dealer states it separately from the price on his invoice or statement. However, such tax need not be so separately stated upon a sale to the United States or any agency thereof, the District of Columbia, any state government, or any political subdivision thereof.

(g) *Addition of increase in suppliers prices prohibited.* The maximum prices set by this order may not be increased by a dealer to reflect increases in purchase costs or in supplier's maximum prices occurring after the effective date hereon; but increases in the maximum prices set hereby to reflect such increases are within the discretion of the Regional Administrator.

(h) *Petitions for amendment.* Any person seeking an amendment of any provisions of this order may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1 except that the petition shall be filed with the Regional Administrator and acted upon by him.

(i) *Applicability of other regulations.* Every dealer subject to this order is governed by the *licensing* provisions of Supplementary Order No. 72, effective October 1, 1943.

(j) *Right of amendment or revocation.* The Regional Administrator or Price Administrator may amend, revoke, or rescind this order, or any provision thereof, at any time.

(k) *Records.* Every person making a sale of solid fuel for which a maximum price is set by this order shall keep a record thereof showing the date, the name and address of the buyer, if known, the per net ton price charged and the type and kind of solid fuel sold. The solid fuel shall be identified in the manner in which it is described in the order. The record shall also separately state each service rendered and the charge made for it.

(l) *Posting of maximum prices; sales slips.* (1) Each dealer subject to this order shall post all the maximum prices set by it for all his types of sales. He shall post his prices in his place of business in a manner plainly visible to and understandable by the purchasing public. He shall also keep a copy of this order available for examination by any person inquiring as to his prices for solid fuel. No report of the maximum prices established by this order need be made by any dealer under § 1340.262 (c) of Regulation No. 122.

(2) Every dealer selling solid fuel for sales of which a maximum price is set by this order shall, within thirty days after the delivery of the fuel, give to the buyer a statement showing: the date of the sale, the name and address of the dealer and of the buyer, the kind, size, and quantity of the solid fuel sold, the price charged and separately stating any item which is required to be separately stated by this order.

(m) *Enforcement.* (1) Persons violating any provision of this order are subject to civil and criminal penalties, including suits for treble damages, provided for by the Emergency Price Control Act of 1942, as amended.

(2) Persons who have any evidence of any violations of this order are urged to communicate with the Cleveland District Office of the Office of Price Administration.

(n) *Definitions and explanations.* (1) "Person" includes an individual, corporation, partnership, association, any other organized group of persons, legal successor or representative of any of the foregoing, and includes the United States, any agency thereof, any other government, or any of its political subdivisions, and any agency of any of the foregoing.

(2) "Sell" includes sell, supply, dispose, barter, exchange, lease, transfer and deliver, and contracts and offers to do any of the foregoing. The terms "sale," "selling," "sold," "seller," "buy," "purchase," and "purchaser" shall be construed accordingly.

(3) "Dealer" means any person selling solid fuel except producers or distributors making sales at or from a mine, a preparation plant operated as an adjunct of any mine, a coke oven, or a briquette plant.

(4) "Direct delivery" means dumping, chuting or shoveling the fuel from the seller's truck directly into the buyer's bin or storage space; but, if this is physically impossible, the term means discharging the fuel directly from the seller's truck at a point where this can be done and at the point nearest and most accessible to the buyer's bin or storage space.

(5) "Yard sales" shall mean sales and deliveries made by the dealer in his customary manner at his yard.

(6) Except as otherwise provided herein or as the context may otherwise require, the definitions set forth in §§ 1340.255 and 1340.266 of Revised Maximum Price Regulation No. 122, as amended, shall apply to the terms used herein, and in full force and effect.

(o) *Applicability of this order.* To the extent applicable, the provisions of this order supersede Revised Maximum Price Regulation No. 122.

This Order No. G–50 under Revised Maximum Price Regulation No. 122 shall become effective July 10, 1944.

NOTE: The reporting and record keeping provisions of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(56 Stat. 23, 765; Pub. Laws 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued June 28, 1944.

CLIFFORD J. HOUSER,
Acting Regional Administrator.

[F. R. Doc. 44–10291; Filed, July 12, 1944; 12:37 p. m.]

[Region VI Order G–67 Under SR 15 to MPR 280 and MPR 329]

FLUID MILK IN PECATONICA, ILL.

Order No. G–67 under § 1499.75 (a) (9) of Supplementary Regulation No. 15 to the General Maximum Price Regulation, under Maximum Price Regulation No. 280 and under Maximum Price Regulation No. 329.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.75 (a) (9) of Supplementary Regulation No. 15 to the General Maximum Price Regulation by § 1351.807 (a) of Maximum Price Regulation No. 280 and § 1351.408 (a) of Maximum Price Regulation No. 329, it is ordered:

(a) *Maximum producer prices.* The maximum price which distributors may pay to producers for milk for human consumption in fluid form shall be $2.85 per cwt. for 3.5% milk, plus not more than 4¢ for each 1/10 of a pound of butterfat in excess of 3.5% and minus not less than 4¢ for each 1/10 of a pound of butterfat below 3.5%.

(b) *Applicability of producer prices.* Maximum prices established by paragraph (a) of this order shall apply to all purchases of fluid milk from producers for resale for human consumption in fluid form by distributors whose bottling plants are located within the corporate limits of Pecatonica, Illinois, or who sell within this community 50% or more of the milk sold by them. The maximum price provided in paragraph (a) of this order shall apply only to purchases from producers from whom distributors covered by this order purchased from August 1, 1943 to December 31, 1943, and are not applicable to purchases from producers who did not in that period sell to distributors located in Pecatonica, Illinois.

(c) *Maximum distributor prices for sales to civilian purchasers.* The maximum prices for the sale and delivery of fluid milk for human consumption at retail by distributors located in Pecatonica, Illinois, shall be the maximum prices determined under the General Maximum Price Regulation or the following prices, whichever shall be the higher:

	Regular milk		Buttermilk		Chocolate	
	Wholesale	Retail	Wholesale	Retail	Wholesale	Retail
1 gallon (bulk)	$0.37	----	----	----	----	----
1 gallon	.37	$0.45	----	$0.32	----	----
½ gallon	.19	.23	----	----	----	----
1 quart	.10	.12	$0.08	.10	$0.11	$0.13
1 pint	.05½	.06½	----	----	----	----
½ pint	.03	.05	----	----	.03	.05

Where the maximum price set forth is expressed in terms of ½ cent, the price charged for a single unit at retail may be increased to the next even cent. An opportunity must, however, be given to each buyer to purchase two units for which the maximum price will be twice the single unit price. All sales at wholesale and home delivery sales at retail shall be considered multiple unit sales unless separate collections are made for single units when delivered.

(d) *Maximum distributor prices for sales to the Army and Navy.* The maximum price for the sale and delivery of fluid milk to the Army and Navy shall be the price at wholesale computed under paragraph (c) of this order for the particular size and type of container, plus whichever of the following provisions is the higher:

(1) One-half cent per quart or a proportionate amount for a part of a quart.

(2) The actual transportation costs from the seller's plant to the point of delivery at the lowest common carrier rate.

(e) *Applicability of distributor prices.* For the purpose of paragraph (c) of this order, sales and deliveries within the Pecatonica, Illinois area shall mean:

(1) All sales made within the city limits of Pecatonica, Illinois, and all sales at or from an establishment located in Pecatonica, Illinois.

(2) All sales of fluid milk by any seller at retail at or from an establishment obtaining the major portion of its supply of milk from a seller at wholesale located within Pecatonica, Illinois.

(f) *Definitions.* (1) Standard butterfat content milk shall mean cow's milk having a butterfat content of not less than 3.2% or the legal minimum established by statute or municipal ordinance and distributed and sold for consumption in fluid form as whole milk.

(2) Sales at wholesale shall include all sales to retail stores, restaurants, schools, hospitals, prisons and other institutions.

(3) Army or Navy means the War Department or the Department of the Navy of the United States, including such Departments' sales stores, commissaries, ships' stores, officers' messes, and stores operated as Army canteens or post exchanges.

(g) *Relation of this order to Office of Price Administration regulations.* No purchaser shall pay a larger proportion of transportation costs incurred in the delivery or supply of milk from producers than he paid on deliveries during January 1943. Except as modified by this order, the provisions of Maximum Price Regulation No. 280, of Maximum Price Regulation No. 329, and of the General Maximum Price Regulation shall remain in full force and effect and shall not be evaded by any change in business or trade practices in effect during the applicable base period of such regulations.

(h) *Revocability.* This order may be revoked, amended or corrected at any time.

The portion of this order which applies to prices which may be paid to producers has been approved by the Administrator of the War Food Administration.

This order shall be effective June 26, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 23d day of June 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44–10292; Filed, July 12, 1944; 12:40 p. m.]

[Region VI Order G–68 Under SR 15 to MPR 280 and MPR 329]

FLUID MILK IN STEVENS POINT, WIS.

Order No. G–68 under § 1499.75 (a) (9) of Supplementary Regulation No. 15 to the General Maximum Price Regulation, under Maximum Price Regulation No. 280 and under Maximum Price Regulation No. 329.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.75 (a) (9) of Supplementary Regulation No. 15 to the General Maximum Price Regulation by § 1351.807 (a) of Maximum Price Regulation No. 280 and § 1351.408 (a) of Maximum Price Regulation No. 329, it is ordered:

(a) *Maximum producer prices.* The maximum price which distributors may pay to producers for milk for human consumption in fluid form shall be 80¢ per pound of butterfat in whole milk.

(b) *Applicability of producer prices.* Maximum prices established by paragraph (a) of this order shall apply to all purchases of fluid milk from producers for resale for human consumption in fluid form by distributors whose bottling plants are located within the corporate limits of Stevens Point, Wisconsin, or who sell within this community 50% or more of the milk sold by them. The maximum price provided in paragraph (a) of this order shall apply only to

purchases from producers from whom distributors covered by this order purchased from August 1, 1943 through December 31, 1943, and are not applicable to purchases from producers who did not in that period sell to distributors located in Stevens Point, Wisconsin.

(c) *Maximum distributor prices for sales to civilian purchasers.* The maximum price for the sale and delivery of fluid milk at wholesale and retail in Stevens Point, Wisconsin, shall be the maximum price determined under the General Maximum Price Regulation or the following prices, whichever shall be the higher:

Container size	Wholesale	Retail
Gallon (bulk)	$0.39	
Gallon	.39	$0.47
½ gallon	.20	.24
Quart	.10½	.12½
Pint	.06	.07
½ pint	.03½	.04

Where the maximum price set forth is expressed in terms of ½ cent, the price charged for a single unit at retail may be increased to the next even cent. An opportunity must, however, be given to each buyer to purchase two units for which the maximum price will be twice the single unit price. All sales at wholesale and home delivery sales at retail shall be considered multiple unit sales unless separate collections are made for single units when delivered.

(d) *Maximum distributor price for sales to the Army and Navy.* The maximum price for the sale and delivery of fluid milk to the Army and Navy shall be the price at wholesale computed under paragraph (c) of this order for the particular size and type of container, plus whichever of the following provisions is the higher:

(1) One-half cent per quart or a proportionate amount for a part of a quart.

(2) The actual transportation costs from the seller's plant to the point of delivery at the lowest common carrier rate.

(e) *Applicability of distributor prices.* For the purpose of paragraph (c) of this order, sales and deliveries within the Stevens Point, Wisconsin, area shall mean:

(1) All sales made within the city limits of Stevens Point, Wisconsin, and all sales at or from an establishment located in Stevens Point, Wisconsin.

(2) All sales of fluid milk by any seller at retail at or from an establishment obtaining the major portion of its supply of milk from a seller at wholesale located within Stevens Point, Wisconsin.

(f) *Definitions.* (1) Standard butterfat content milk shall mean cow's milk having a butterfat content of not less than 3.2% or the legal minimum established by statute or municipal ordinance and distributed and sold for consumption in fluid form as whole milk.

(2) Sales at wholesale shall include all sales to retail stores, restaurants, schools, hospitals, prisons and other institutions.

(3) Army or Navy means the War Department or the Department of the Navy of the United States, including such Departments' sales stores, commissaries, ships' stores, officers' messes, and stores operated as Army canteens or post exchanges.

(g) *Relation of this order to Office of Price Administration regulations.* No purchaser shall pay a larger proportion of transportation costs incurred in the delivery or supply of milk from producers than he paid on deliveries during January 1943. Except as modified by this order, the provisions of Maximum Price Regulation No. 280 of Maximum Price Regulation No. 329 and of the General Maximum Price Regulation shall remain in full force and effect and shall not be evaded by any change in business or trade practices in effect during the applicable base period of such regulations.

(h) *Revocability.* This order may be revoked, amended or corrected at any time.

The portion of this order which applies to prices which may be paid to producers has been approved by the Administrator of the War Food Administration.

This order shall be effective June 21, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 19th day of June 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44-10293; Filed, July 12, 1944; 12:40 p. m.]

[Region VI Order G-69 Under SR 15 to MPR 280 and MPR 329]

FLUID MILK IN FORT ATKINSON, WIS.

Order No. G-69 under § 1499.75 (a) (9) of Supplementary Regulation No. 15 to the General Maximum Price Regulation, under Maximum Price Regulation No. 280 and under Maximum Price Regulation No. 329.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.75 (a) (9) of Supplementary Regulation No. 15 to the General Maximum Price Regulation by § 1351.807 (a) of Maximum Price Regulation No. 280 and § 1351.408 (a) of Maximum Price Regulation No. 329, it is ordered:

(a) *Maximum producer prices.* The maximum price which distributors may pay to producers for milk for human consumption in fluid form shall be $2.85 per cwt. for 3.5% milk, plus not more than 5¢ for each 1/10 of a pound of butterfat in excess of 3.5% and minus not less than 5¢ for each 1/10 of a pound of butterfat below 3.5%.

(b) *Applicability of producer prices.* Maximum prices established by paragraph (a) of this order shall apply to all purchases of fluid milk from producers for resale for human consumption in fluid form by distributors whose bottling plants are located within the corporate limits of the city of Fort Atkinson, Wisconsin, or who sell within those communities 50% or more of the milk sold by them. The maximum price provided in paragraph (a) of this order shall apply only to purchases from producers from whom distributors covered by this order purchased from August 1, 1943 to December 31, 1943, and are not applicable to purchases from producers who did not in that period sell to distributors located in Fort Atkinson, Wisconsin.

(c) *Maximum distributor prices for sales to civilian purchasers.* The maximum price for the sale and delivery of fluid milk at wholesale and retail in Fort Atkinson, Wisconsin, shall be the maximum price determined under the General Maximum Price Regulation or the following prices, whichever shall be the higher:

Standard butterfat content fluid milk	Wholesale	Retail
Gallon (in bulk)	$0.37	
Gallon	.37	$0.44
½ gallon	.19	.23
Quart	.10½	.12½
Pint	.06	.08
½ pint	.03½	.05
Guernsey and Vitamin D: Quarts	.11½	13½

Where the maximum price set forth is expressed in terms of ½ cent, the price charged for a single unit at retail may be increased to the next even cent. An opportunity must, however, be given to each buyer to purchase two units for which the maximum price will be twice the single unit price. All sales at wholesale and home delivery sales at retail shall be considered multiple unit sales unless separate collections are made for single units when delivered.

(d) *Maximum distributor prices for sales to the Army and Navy.* The maximum price for the sale and delivery of fluid milk to the Army and Navy shall be the price at wholesale computed under paragraph (c) of this order for the particular size and type of container, plus whichever of the following provisions is the higher:

(1) One-half cent per quart or a proportionate amount for a part of a quart.

(2) The actual transportation costs from the seller's plant to the point of delivery at the lowest common carrier rate.

(e) *Applicability of distributor prices.* For the purpose of paragraph (c) of this order, sales and deliveries within Fort Atkinson, Wisconsin, area shall mean:

(1) All sales made within the city limits of Fort Atkinson, Wisconsin, and all sales at or from an establishment located in Fort Atkinson, Wisconsin.

(2) All sales of fluid milk by any seller at retail at or from an establishment obtaining the major portion of its supply of milk from a seller at wholesale located within Fort Atkinson, Wisconsin.

(f) *Definitions.* (1) Standard butterfat content milk shall mean cow's milk having a butterfat content of not less than 3.2% or the legal minimum established by statute or municipal ordinance and distributed and sold for consumption in fluid form as whole milk.

(2) Sales at wholesale shall include all sales to retail stores, restaurants, schools, hospitals, prisons and other institutions.

(3) Army or Navy means the War Department or the Navy Department of the United States, including such Departments' sales stores, commissaries, ships' stores, officers' messes and stores operated as Army canteens or post exchanges.

(g) *Relation of this order to Office of Price Administration regulations.* No purchaser shall pay a larger proportion of transportation costs incurred in the delivery or supply of milk from producers than he paid on deliveries during January 1943. Except as modified by this Order, the provisions of Maximum Price Regulation No. 280, of Maximum Price Regulation No. 329, and of the General Maximum Price Regulation shall remain in full force and effect and shall not be evaded by any change in business or trade practices in effect during the applicable base period of such regulations.

(h) *Revocability.* This order may be revoked, amended or corrected at any time.

The portion of this order which applies to prices which may be paid to producers has been approved by the Administrator of the War Food Administration.

This order shall be effective June 21, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 19th day of June 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44-10294; Filed, July 12, 1944; 12:40 p. m.]

[Region VI Order G-70 Under SR 15 to MPR 280 and MPR 329]

FLUID MILK IN CLINTON, IOWA

Order No. G-70 under § 1499.75 (a) (9) of Supplementary Regulation No. 15 to the General Maximum Price Regulation, under Maximum Price Regulation No. 280 and under Maximum Price Regulation No. 329.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.75 (a) (9) of Supplementary Regulation No. 15 to the General Maximum Price Regulation by § 1351.807 (a) of Maximum Price Regulation No. 280, and § 1351.408 (a) of Maximum Price Regulation No. 329, it is ordered:

(a) *Maximum producer prices.* The maximum price which distributors may pay to producers for milk for human consumption in fluid form shall be 86¢ per pound of butterfat in whole milk.

(b) *Applicability of producer prices.* Maximum prices established by paragraph (a) of this order shall apply to all purchases of fluid milk from producers for resale for human consumption in fluid form by distributors whose bottling plants are located within the corporate limits of the city of Clinton, Iowa, or who sell within those communities 50% or more of the milk sold by them.

(c) *Maximum distributor prices for sale to civilian purchases.* The maximum price for the sale and delivery of fluid milk at wholesale and retail in Clinton, Iowa, shall be the maximum price determined under the General Maximum Price Regulation or the following prices, whichever shall be the higher:

Standard butterfat content fluid milk	Wholesale	Retail
Gallon (in bulk)	$0.41	
Gallon	.41	$0.49
½ gallon	.21	.25
Quart	.11	.13
Pint	.06	.07
½ pint	.03½	.04

Where the maximum price set forth is expressed in terms of ½ cent, the price charged for a single unit at wholesale may be increased to the next even cent and all sales at wholesale shall be considered multiple unit sales. An opportunity must, however, be given to each buyer to purchase two units for which the maximum price will be twice the single unit price.

(d) *Maximum distributor prices for sales to the Army and Navy.* The maximum price for the sale and delivery of fluid milk to the Army and Navy shall be the price at wholesale computed under paragraph (c) of this order for the particular size and type of container, plus whichever of the following provisions is the higher:

(1) One-half cent per quart or proportionate amount for a part of a quart.

(2) The actual transportation costs from the seller's plant to the point of delivery at the lowest common carrier rate.

(e) *Applicability of distributor prices.* For the purpose of paragraph (c) of this order, sales and deliveries within the Clinton, Iowa, area shall mean:

(1) All sales made within the city limits of Clinton, Iowa, and all sales at or from an establishment located in Clinton, Iowa.

(2) All sales of fluid milk by any seller at retail at or from an establishment obtaining the major portion of its supply of milk from a seller at wholesale located within Clinton, Iowa.

(d) *Definitions.* (1) Standard butterfat content milk shall mean cow's milk having a butterfat content of not less than 3.2% or the legal minimum established by statute or municipal ordinance, distributed and sold for consumption in fluid form as whole milk.

(2) Sales at wholesale shall include all sales to retail stores, restaurants, schools, hospitals, prisons and other institutions.

(3) Army or Navy means the War Department or the Department of the Navy of the United States, including such Departments' sales stores, commissaries, ships' stores, officers' messes, and stores operated as Army canteens or post exchanges.

(g) *Relation of this order to Office of Price Administration regulations.* No purchaser shall pay a larger proportion of transportation costs incurred in the delivery or supply of milk from produces than he paid on deliveries during January 1943. Except as modified by this order, the provisions of Maximum Price Regulation No. 280, of Maximum Price Regulation No. 329, and of the General Maximum Price Regulation shall remain in full force and effect and shall not be evaded by any change in business or trade practices in effect during the applicable base period of such regulations.

(h) *Revocability.* This order may be revoked, amended or corrected at any time.

The portion of this order which applies to prices which may be paid to producers has been approved by the Administrator of the War Food Administration.

This order shall be effective June 17th, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 15th day of June 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44-10295; Filed, July 12, 1944; 12:41 p. m.]

[Region VIII Order G-14 Under MPR 165]

CUSTOM WASHING OF POTATOES IN FRESNO, CALIF., AREA

Order No. G-14 under Maximum Price Regulation No. 165, as amended.

Services. Adjusted maximum price for custom washing of potatoes and related services in the Fresno District.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator by § 1499.114 (d) of Maximum Price Regulation No. 165, as amended, *It is hereby ordered:*

(a) The adjusted maximum price at which any person located in the Fresno District may sell and supply the custom services of washing, weighing, grading, sacking (not including the supplying of sacks), and loading potatoes shall be $0.20 per cwt.

(b) *Definitions.* As used herein the term:

(1) "Fresno District" means the counties of Fresno, Kern, Kings, Madera, Mariposa, Merced, Stanislaus, and Tulare in the State of California.

(c) This order may be amended, corrected, or revoked at any time.

This order shall become effective June 1, 1944.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 21st of June 1944.

CHAS. R. BAIRD,
Acting Regional Administrator.

[F. D. Doc. 44-10283; Filed, July 12, 1944; 12:35 p. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File Nos. 31-368 and 31-446]

DETROIT EDISON CO.

ORDER REOPENING RECORD AND RECONVENING HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 10th day of July, A. D. 1944.

The Commission having on August 5, 1940 entered an order under section 2 (a) (8) of the Public Utility Holding Company Act of 1935 denying an application by The Detroit Edison Company to be declared not to be a subsidiary of The North American Company, but granting the application of The Detroit Edison Company to be declared not to be a subsidiary of American Light & Traction Company and its parents, The United Light and Power Company and The United Light and Railways Company, all registered holding companies, on the basis of a satisfactory showing by the applicant that American Light & Traction Company, The United Light and Power Company and The United Light and Railways Company had failed to obtain representation on its board of directors and had not participated in its corporate or operating affairs, and that, in general, the applicant was not at the time controlled and its management and policies were not subject to a controlling influence, directly or indirectly, by American Light & Traction Company, The United Light and Power Company or The United Light and Railways Company; and

It appearing from the Commission's public official files that The North American Company has disposed of substantially all of its stock interest in The Detroit Edison Company, thereby reducing its ownership from 19.28% to approximately .1% of such company's voting securities, that American Light & Traction Company is the largest single stockholder of The Detroit Edison Company, owning beneficially 20.27% of its voting securities, and that on February 14, 1944, two nominees who are officers and directors of American Light & Traction Company, The United Light and Power Company and The United Light and Railways Company were designated for election to the board of directors of The Detroit Edison Company and were elected thereto at the request of American Light & Traction Company; and

It therefore appearing to the Commission that there has been a sufficient change of circumstances to make it necessary and appropriate that the record in this matter be reopened and that the hearing therein be reconvened for the purpose of adducing additional evidence so as to enable the Commission to determine whether The Detroit Edison Company is now controlled or its management and policies are now subject to a controlling influence, directly or indirectly, by American Light & Traction Company, The United Light and Power Company or The United Light and Railways Company (either alone or pursuant to an arrangement or understanding with one or more other persons) so as to make it necessary or appropriate in the public interest or for the protection of investors or consumers that The Detroit Edison Company be subject to the obligations, duties and liabilities imposed by the Act upon subsidiary companies of registered holding companies and whether the Commission's previous order granting the application of The Detroit Edison Company with respect to American Light & Traction Company, The United Light and Power Company and The United Light and Railways Company should be revoked;

It is ordered, That the record in this matter be reopened and that the hearing therein be reconvened on August 22, 1944 at 10:00 a. m., E. W. T., at the offices of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia, Pennsylvania, in such room as the hearing room clerk will at that time designate. At such hearing cause shall be shown why the order of the Commission dated August 5, 1940, granting the application by The Detroit Edison Company with respect to American Light & Traction Company, The United Light and Power Company, and The United Light and Railways Company should not be revoked;

It is further ordered, That Richard Townsend or any other officer or officers of the Commission designated by it for that purpose shall preside at the hearings in such matter. The officer so designated to preside at any such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of said act and to a trial examiner under the Commission's rules of practice;

It is further ordered, That notice of this hearing be given to The Detroit Edison Company, American Light & Traction Company, The United Light and Power Company, and The United Light and Railways Company by registered mail, and to all other persons by general release of this Commission which shall be distributed to the press and mailed to the mailing list for releases issued under the Public Utility Holding Company Act of 1935, and by publication in the FEDERAL REGISTER. All persons desiring to be heard or otherwise wishing to participate in the proceedings shall notify the Commission, in the manner prescribed by Rule XVII of its rules of practice, on or before August 18, 1944.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-10441; Filed, July 14, 1944; 11:37 a. m.]

[File No. 70-885]

NEW JERSEY POWER & LIGHT CO. AND NY PA NJ UTILITIES CO.

ORDER RELEASING JURISDICTION OVER LEGAL FEES

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 13th day of July, 1944.

A joint application-declaration in the above-captioned matter, concerned primarily with the issuance and sale by New Jersey Power & Light Company, a subsidiary of NY PA NJ Utilities Company, a registered holding company, of $9,000,000 principal amount of First Mortgage Bonds and 30,000 shares of $100 par value per share Preferred Stock, having been granted and permitted to become effective by order of this Commission dated May 6, 1944; said order having, among other things, reserved jurisdiction over the payment of all legal fees incurred or to be incurred in connection with the consummation of the various transactions; and

New Jersey Power & Light Company having now furnished the Commission with information indicating the exact amount of such proposed fees, and the nature of the services rendered therefor, setting forth these fees as follows: to Beekman & Bogue, $16,000; to Pitney, Hardin & Ward, $6,000; to Harold J. Ryan, Jr., $7,000 (all of the foregoing to be borne by New Jersey Power & Light Company), and to Wright, Gordon, Zachry, Parlin & Cahill, $10,000 as independent counsel for the successful underwriters (to be borne by the group of underwriters purchasing said securities headed by The First Boston Corporation); and it appearing to the Commission that these fees, under the circumstances of this proceeding, are not unreasonable;

It is hereby ordered, That jurisdiction over the payment of the above described fees be, and hereby is, released.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-10440; Filed, July 14, 1944; 11:37 a. m.]

WAR FOOD ADMINISTRATION.

Commodity Credit Corporation.

BALTIMORE, MD., AREA

FLUID MILK PAYMENT PROGRAM

Offer of the Commodity Credit Corporation to make fluid milk payments in the Baltimore, Maryland, area during the period July 1944 through June 1945.

Whereas, the Director of Economic Stabilization and the War Food Administrator of the United States have approved a Fluid Milk Payment Program for the purpose of insuring, in accordance with Executive Order No. 9250 of October 3, 1942, and Executive Order No. 9328 of April 8, 1943, the maximum necessary production and distribution of fluid milk and the maintenance of price ceilings with respect to such milk.

Now, therefore, Commodity Credit Corporation (hereinafter referred to as "Commodity"), a corporate agency of the United States, hereby offers, subject to the terms and conditions herein specified, to make payments to handlers on fluid milk disposed of by such handlers.

1. Commodity will make a payment to each handler, regardless of whether or not such handler purchases milk from producers, of 35 cents per hundredweight on Class I milk disposed of by such handler, as determined by Commodity or its designated agent, from July 1, 1944, through June 30, 1945, except, as determined by Commodity or its designated agent, (a) any such milk sold by such handler to another handler, (b) any such milk disposed of by such handler for use by the armed forces of the United States, (c) any such milk which is emergency milk and which costs less than $4.10 per hundredweight f. o. b. the handler's plant from which such milk is disposed of for fluid consumption, and (d) any such milk which has been sold by the handler to any person and repurchased by the handler at a lower price. The emergency milk received by any handler which is allocated to Class I uses shall be that portion of any emergency milk received by such handler which costs the least amount per hundredweight and shall not exceed the quantity by which the total quantity of Class I milk disposed of by such handler exceeds the total quantity of milk received from producers by him.

2. Settlement hereunder shall be made on a monthly basis upon the presentation, within 90 days after the end of the calendar month for which payments are claimed, to, and approval by, Commodity, or such agent as it may designate, of a claim for payments, supported by a written statement by such handler, made under oath before a notary public or other official authorized by law to administer oaths, that (a) resale prices charged by him for milk for fluid consumption sold during the month for which payments are claimed did not exceed the resale price applicable to such sales pursuant to maximum price regulations of the Office of Price Administration, and (b) he has paid producers for all milk which he received from such producers during such month not less than the applicable price or prices prescribed by section 5 of this offer. The documents presented pursuant to this section shall be in such form and contain such certification as Commodity may prescribe.

3. The performance by the handler of the terms and conditions set forth in this offer together with the submission to Commodity of a claim for payments by the handler, pursuant to this offer, shall constitute an acceptance of this offer for the month for which payments are claimed.

4. Each handler who files a claim for payment shall have accurate and complete books, records, and accounts with respect to his production, receipts, utilization, and sales of milk, and with respect to his sales receipts, costs of products, and operating costs, and shall keep such other books, records, and accounts and submit such reports as Commodity may require. Such books, records, and accounts shall be available for inspection by Commodity or its designated agent at any reasonable time.

5. Each handler who, pursuant to section 3 hereof, accepts this offer for any month shall (a) pay producers for all milk received from them that is not in excess of the quantity of Class I milk disposed of by such handler in the Baltimore, Maryland, area (i) $4.10 per hundredweight for milk received at plants in such area and (ii) $3.79 per hundredweight for milk received at plants outside such area; and (b) pay producers for all other milk received from them not less than the applicable Class II price per hundredweight as announced by the market administrator pursuant to Order No. 61, as amended, issued by the Secretary of Agriculture of the United States, regulating the handling of milk in the Philadelphia, Pennsylvania, milk marketing area: *Provided*, That if the total sales of Class I milk by all handlers accepting this offer exceed their total receipts of milk from producers, he shall pay the prices specified in (a) of this section for all milk received from producers: *And provided further*, That if the milk received from any producer has a butterfat content other than 4 percent, the minimum prices specified in this section shall be increased by 5 cents for each $\frac{1}{5}$ of 1 percent of average butterfat content of such milk above 4 percent and shall be decreased by 5 cents for each $\frac{1}{5}$ of 1 percent of average butterfat content of such milk below 4 percent. Distribution of total payments among producers, including cooperative associations of producers, shipping milk to the handler shall be made equitably among all such producers, but such distribution may reflect not more than customary differentials between producers who are members of cooperative associations (including such associations themselves), and producers who are not members of such associations, and the total amount paid by the handler to all producers for all milk received from them shall be at least equal to the product of the quantity of all milk received from producers by such handler multiplied by the prices specified in this section.

6. This offer may be partially or wholly revoked or modified by publication of a notice thereof in the FEDERAL REGISTER by Commodity at any time but, notwithstanding any such revocation or modification, settlement shall be made as provided in section 2 hereof with respect to any milk disposed of pursuant to the terms and conditions hereof prior to such revocation or modification.

7. *Definitions.* Unless the context clearly indicates otherwise:

(a) The term "Baltimore, Maryland, area," as used herein, includes the city of Baltimore, that portion of the county of Baltimore lying south of latitude 39° 30', and Calvert and Anne Arundel Counties, all in the State of Maryland.

(b) The term "Class I milk," as used herein, means all milk disposed of for fluid consumption in the form of fluid milk, buttermilk, flavored milk drinks, or skim milk.

(c) The term "Class II milk," as used herein, means all milk other than Class I milk.

(d) The term "producer," as used herein, means any person, irrespective of whether such person is also a handler, who produces milk on a farm from which milk is:

(1) Distributed by him directly in the Baltimore, Maryland, area for fluid consumption, or

(2) Delivered directly to a plant from which milk is distributed directly for fluid consumption in the Baltimore, Maryland, area, or

(3) Delivered directly to any plant located in Kent, Cecil, Harford, Baltimore, Carroll, Frederick, Montgomery, Prince Georges or Howard Counties, all in the State of Maryland, that regularly ships milk to the Baltimore, Maryland, area for fluid consumption.

(e) The term "emergency milk," as used herein, means any milk other than that received from producers.

(f) The term "handler," as used herein, means any person who distributed, during the month for which payment is claimed pursuant to this offer, more than 20 quarts of Class I milk per day within the Baltimore, Maryland, area and who pays producers for milk received from them during such period not less than the prices specified in section 5 of this offer: *Provided*, That no person shall be deemed to be a handler within the meaning of this offer if he has been determined by Commodity to have charged for milk for fluid consumption resale prices higher than the maximum prices applicable to such sales pursuant to the maximum price regulations of the Office of Price Administration during the month for which payments are claimed pursuant to this offer.

LEE MARSHALL, *Vice President.*

JULY 14, 1944.

[F. R. Doc. 44-10431; Filed, July 14, 1944; 11:17 a. m.]

NEW YORK METROPOLITAN AREA

FLUID MILK PAYMENT PROGRAM

Offer of the Commodity Credit Corporation to make fluid milk payments in the New York metropolitan area during the period July 1944 through June 1945.

Whereas, the Director of Economic Stabilization and the War Food Administrator of the United States have approved a Fluid Milk Payment Program for the purpose of insuring, in accordance with Executive Order 9250 of October 3, 1942, and Executive Order 9328 of April 8, 1943, the maximum necessary production and distribution of fluid milk and the maintenance of price ceilings with respect to such milk.

Now, therefore, Commodity Credit Corporation (hereinafter referred to as "Commodity"), a corporate agency of the United States, hereby offers, subject to the terms and conditions hereinafter specified, to make payments on milk to any handler.

1. Commodity will make payments to any handler at the rate of 20 cents per hundredweight on all Class I milk which is priced pursuant to § 927.4 (a) (1) of Order No. 27 and for which the handler is determined by the market administrator to be accountable under Order No. 27 during each calendar month from July 1, 1944, to June 30, 1945, inclusive.

2. Settlement hereunder shall be made on a monthly basis, upon the presentation of such documents and supporting proofs as Commodity may require, by the payment from Commodity to the market administrator of 20 cents per hundredweight and by the market administrator's payment of such amount either (a) into the Producer-Settlement Fund as a credit against the handler's obligation to make payments to the Producer-Settlement Fund, or (b) to the handler as a credit against the market administrator's obligation to make payments to the handler out of the Producer-Settlement Fund: *Provided*, That no settlement will be made hereunder with any handler if (i) he has been determined by Commodity to have charged for milk for fluid consumption resale prices higher than the maximum prices applicable to such sales pursuant to the maximum price regulations of the Office of Price Administration during the month for which payments would otherwise be made, or (ii) he has been determined by the Director of Distribution of the War Food Administration not to be fully in compliance with Order No. 27 insofar as it relates to prices payable to producers.

3. Any handler with whom settlement is made hereunder shall, by accepting such settlement, be deemed to have ratified and confirmed the action of the market administrator in accepting this offer on his behalf and to have authorized and instructed the market administrator to deduct from any payments thereafter due to such handler under Order No. 27 and pay to Commodity any amount which may be due to Commodity by reason of the payment to the market administrator hereunder or under any other similar offer of any amount determined by Commodity to have been erroneously or improperly credited or paid to the handler.

4. Every handler with whom settlement is made hereunder shall keep accurate and complete books, records, and accounts with respect to his production, receipts, utilization, and sales of milk and with respect to his sales receipts, cost of products, and operating costs, and shall keep such other books, records, and accounts and submit such information and reports as commodity may require. Such books, records, and accounts shall be available for inspection by Commodity or its designated agents at any reasonable time.

5. This offer may be partially or wholly revoked or modified by publication of a notice thereof in the FEDERAL REGISTER by Commodity at any time, but notwithstanding any such revocation or modification, settlement shall be made as provided in section 2 hereof with respect to any milk disposed of pursuant to the terms and conditions hereof prior to such revocation or modification.

6. *Definitions.* (a) The term "Order No. 27," as used herein, shall mean the order, as amended, issued by the Secretary of Agriculture of the United States, regulating the handling of milk in the New York metropolitan milk marketing area.

(b) The terms "New York metropolitan milk marketing area," "market administrator," "producer," and "Class I milk" shall have the same meaning herein as is given such terms by Order No. 27.

(c) The term "handler," as used herein, shall have the same meaning as is given such term by Order No. 27, except that no person shall be deemed to be a handler if he has been determined by the Director of Distribution of the War Food Administration not to be fully in compliance with Order No. 27 insofar as it relates to prices payable to producers.

7. This offer may be accepted only by the market administrator acting on behalf of the handler.

LEE MARSHALL,
Vice President.

JULY 14, 1944.

[F. R. Doc. 44-10432; Filed, July 14, 1944; 11:17 a. m.]

PHILADELPHIA, PA., AREA

FLUID MILK PAYMENT PROGRAM

Offer of the Commodity Credit Corporation to make fluid milk payments in the Philadelphia, Pennsylvania, area, during the period July 1944 through June 1945.

Whereas, the Director of Economic Stabilization and the War Food Administrator of the United States have approved a Fluid Milk Payment Program for the purpose of insuring, in accordance with Executive Order No. 9250 of October 3, 1942, and Executive Order No. 9328 of April 8, 1943, the maximum necessary production and distribution of fluid milk and the maintenance of price ceilings with respect to such milk.

Now, therefore, Commodity Credit Corporation (hereinafter referred to as "Commodity"), a corporate agency of the United States, hereby offers, subject to the terms and conditions herein specified, to make payments to handlers on fluid milk disposed of by such handlers in the Philadelphia, Pennsylvania, area.

1. Commodity will make a payment to each handler, regardless of whether or not such handler purchases milk from producers, of 35 cents per hundredweight on Class I milk containing not more than 6.0 percent butterfat disposed of in the Philadelphia, Pennsylvania, area by such handler, as determined by Commodity or its designated agent, from July 1, 1944, through June 30, 1945, except, as determined by Commodity or its designated agent, (a) any such milk sold by such handler to another handler, and (b) any such milk disposed of by such handler for use by the armed forces of the United States.

2. Settlement hereunder shall be made on a monthly basis upon the presentation, within 90 days after the end of the calendar month for which payments are claimed, to, and approval by, Commodity, or such agent as it may designate, of a claim for payments, supported by a written statement by such handler, made under oath before a notary public or other official authorized by law to administer oaths, that (a) resale prices charged by him for milk for fluid consumption sold during the month for which payments are claimed did not exceed the resale price applicable to such sales pursuant to maximum price regulations of the Office of Price Administration, and (b) he has paid producers for all milk which he received from such producers during such month as required by Order No. 61. The documents presented pursuant to this section shall be in such form and contain such certification as Commodity may prescribe.

3. The performance by the handler of the terms and conditions set forth in this offer together with the submission to Commodity of a claim for payments by the handler, pursuant to this offer, shall constitute an acceptance of this offer for the month for which payments are claimed.

4. Each handler who files a claim for payments shall have accurate and complete books, records, and accounts with respect to his production, receipts, utilization, and sales of milk, and with respect to his sales receipts, costs of products, and operating costs, and shall keep such other books, records, and accounts and submit such reports as Commodity may require. Such books, records, and accounts shall be available for inspection by Commodity or its designated agent at any reasonable time.

5. This offer may be partially or wholly revoked or modified by publication of a notice thereof in the FEDERAL REGISTER by Commodity at any time but, notwithstanding any such revocation or modification, settlement shall be made as provided in section 2 hereof with respect to any milk disposed of pursuant to the terms and conditions hereof prior to such revocation or modification.

6. *Definitions.* (a) The term "Order No. 61," as used herein, means the order, as amended, issued by the Secretary of Agriculture of the United States, regulating the handling of milk in the Philadelphia, Pennsylvania, milk marketing area.

(b) The term "Philadelphia, Pennsylvania area," as used herein, means the "Philadelphia, Pennsylvania, milk marketing area," as defined in Order No. 61; and the terms "Class I milk," and "producer," as used herein, shall have the same meaning as is given such terms by Order No. 61.

(c) The term "handler," as used herein, shall have the same meaning as is given such term by Order No. 61, except that no person shall be deemed to be a handler within the meaning of this offer if (i) he has been determined by the Director of Distribution of the War Food Administration not to be fully in compliance with Order No. 61, insofar as it relates to prices payable to producers, or (ii) he has been determined by Commodity to have charged for milk and milk drinks for fluid consumption resale prices higher than the maximum prices applicable to such sales pursuant to the maximum price regulations of the Office of Price Administration during the month for which payments are claimed pursuant to this offer.

LEE MARSHALL,
Vice President.

JULY 14, 1944.

[F. R. Doc. 44-10433; Filed, July 14, 1944; 11:17 a. m.]

OMAHA-COUNCIL BLUFFS MARKETING AREA

FLUID MILK PAYMENT PROGRAM

Offer of the Commodity Credit Corporation to make fluid milk payments in the Omaha-Council Bluffs marketing area during the period July 1944 through June 1945.

Whereas, The Director of Economic Stabilization and the War Food Administrator of the United States have approved a Fluid Milk Payment Program for the purpose of insuring, in accordance with Executive Order No. 9250 of October 3, 1942, and Executive Order No. 9328 of April 8, 1943, the maximum necessary production and distribution of fluid milk and the maintenance of price ceilings with respect to such milk.

Now, therefore, Commodity Credit Corporation (hereinafter referred to as "Commodity"), a corporate agency of the United States, hereby offers, subject to the terms and conditions herein specified, to make payments to handlers on fluid milk disposed of by such handlers in the Omaha-Council Bluffs marketing area.

1. Commodity will make a payment to each handler, regardless of whether or not such handler purchases milk from producers, of 25 cents per hundredweight on Class I milk disposed of in the Omaha-Council Bluffs marketing area by such handler, as determined by Commodity or its designated agent, from July 1, 1944, through June 30, 1945, except, as determined by Commodity or its designated agent, (a) any such milk sold by such handler to another handler, (b) any such milk disposed of by such handler for use by the armed forces of the United States, (c) any such milk of such handler's own production, and (d) any such milk which is emergency milk.

2. Settlement hereunder shall be made on a monthly basis upon the presentation, within 90 days after the end of the calendar month for which payments are claimed, to, and approval by, Commodity, or such agent as it may designate, of a claim for payments, supported by a written statement by such handler, made under oath before a notary public or other official authorized by law to administer oaths, that (a) resale prices charged by him for milk for fluid consumption sold during the month for which payments are claimed did not exceed the resale price applicable to such sales pursuant to maximum price regulations of the Office of Price Administration, and (b) he has paid producers for all milk which he received from such producers during such month as required by Order No. 35. The documents presented pursuant to this section shall be in such form and contain such certification as Commodity may prescribe.

3. The performance by the handler of the terms and conditions set forth in this offer together with the submission to Commodity of a claim for payments by the handler, pursuant to this offer, shall constitute an acceptance of this offer for the month for which payments are claimed.

4. Each handler who files a claim for payments shall have accurate and complete books, records, and accounts with respect to his production, receipts, utilization, and sales of milk, and with respect to his sales receipts, costs of products, and operating costs, and shall keep such other books, records, and accounts and submit such reports as Commodity may require. Such books, records, and accounts shall be available for inspection by Commodity or its designated agent at any reasonable time.

5. This offer may be partially or wholly revoked or modified by publication of a notice thereof in the FEDERAL REGISTER by Commodity at any time but, notwithstanding any such revocation or modification, settlement shall be made as provided in section 2 hereof with respect to any milk disposed of pursuant to the terms and conditions hereof prior to such revocation or modification.

6. *Definitions.* (a) The term "Order No. 35" as used herein, shall mean the order, as amended, issued by the Secretary of Agriculture of the United States, regulating the handling of milk in the Omaha-Council Bluffs marketing area.

(b) The terms "Omaha-Council Bluffs marketing area," "Class I milk," and "emergency milk," as used herein, shall have the same meaning as is given such terms by Order No. 35.

(c) The term "handler," as used herein, shall have the same meaning as is given such term by Order No. 35, except that no person shall be deemed to be a handler within the meaning of this offer if (i) he has been determined by the Director of Distribution of the War Food Administration not to be fully in compliance with Order No. 35 insofar as it relates to prices payable to producers, or (ii) he has been determined by Commodity to have charged for milk for fluid consumption resale prices higher than the maximum prices applicable to such sales pursuant to the maximum price regulations of the Office of Price Administration during the month for which payments are claimed pursuant to this offer.

LEE MARSHALL,
Vice President.

JULY 14, 1944.

[F. R. Doc. 44-10434; Filed, July 14, 1944; 11:18 a. m.]

PHILADELPHIA, PA., SUBURBAN AREA

FLUID MILK PAYMENT PROGRAM

Offer of the Commodity Credit Corporation to make fluid milk payments in the Philadelphia, Pennsylvania, suburban area during the period July 1944 through June 1945.

Whereas, the Director of Economic Stabilization and the War Food Administrator of the United States have approved a Fluid Milk Payment Program for the purpose of insuring, in accordance with Executive Order No. 9250 of October 3, 1942, and Executive Order No. 9328 of April 8, 1943, the maximum necessary production and distribution of fluid milk and the maintenance of price ceilings with respect to such milk.

Now, therefore, Commodity Credit Corporation (hereinafter referred to as "Commodity"), a corporate agency of the United States, hereby offers, subject to the terms and conditions herein specified, to make payments to handlers on fluid milk disposed of by such handlers in the Philadelphia, Pennsylvania, suburban area.

1. Commodity will make a payment to each handler, regardless of whether or not such handler purchases milk from producers, of 40 cents per hundredweight on Class I milk containing not more than 6.0 percent butterfat disposed of in the Philadelphia, Pennsylvania, suburban area by such handler, as determined by Commodity or its designated agent, from July 1, 1944, through June 30, 1945, except, as determined by Commodity or its designated agent, (a) any such milk sold by such handler to another handler, and (b) any such milk disposed of by such handler for use by the armed forces of the United States.

2. Settlement hereunder shall be made on a monthly basis upon the presentation, within 90 days after the end of the calendar month for which payments are claimed, to, and approval by, Commodity, or such agent as it may designate, of a claim for payments, supported by a written statement by such handler, made under oath before a notary public or other official authorized by law to administer oaths, that (a) resale prices charged by him for milk for fluid consumption sold during the month for which payments are claimed did not exceed the resale price applicable to such sales pursuant to maximum price regulations of the Office of Price Administration, and (b) he has paid producers for all milk which he received from such producers during such month not less than the prices specified by applicable orders of the Pennsylvania Milk Control Commission. The documents presented pursuant to this section shall be in such form and contain such certification as Commodity may prescribe.

3. The performance by the handler of the terms and conditions set forth in this offer together with the submission to Commodity of a claim for payments by the handler, pursuant to this offer, shall constitute an acceptance of this offer for the month for which payments are claimed.

4. Each handler who files a claim for payments shall have accurate and complete books, records, and accounts with respect to his production, receipts, utilization, and sales of milk, and with respect to his sales receipts, costs of products, and operating costs, and shall keep such other books, records, and accounts and submit such reports as Commodity may require. Such books, records, and accounts shall be available for inspection by Commodity or its designated agent at any reasonable time.

5. This offer may be partially or wholly revoked or modified by publication of a notice thereof in the FEDERAL REGISTER by Commodity at any time but, notwithstanding any such revocation or modification, settlement shall be made as provided in section 2 hereof with respect to any milk disposed of pursuant to the terms and conditions hereof prior to such revocation or modification.

6. *Definitions.* (a) The term "Philadelphia, Pennsylvania, suburban area," as used herein, means the territory described as Philadelphia, Pennsylvania, Suburban Area, Area I–A, by the Pennsylvania Milk Control Commission in Order A–119, except that part of Delaware County, Pennsylvania, described therein.

(b) The term "Class I milk," as used herein, means all milk disposed of in the form of fluid milk, buttermilk, flavored milk drinks, or skim milk for fluid consumption.

(c) The term "producer," as used herein, means any person who is a producer as defined in Order No. 61, as amended, issued by the Secretary of Agriculture, regulating the handling of milk in the Philadelphia, Pennsylvania, milk marketing area, and any other person who produces milk on a farm from which milk is (i) distributed for fluid consumption in the Philadelphia, Pennsylvania, suburban area, or (ii) delivered direct to a plant from which milk is distributed for fluid consumption in the Philadelphia, Pennsylvania, suburban area.

(d) The term "handler," as used herein, means any person who (i) distributes during the month for which payment is claimed pursuant to this offer more than 20 quarts of Class I milk per day within the Philadelphia, Pennsylvania, suburban area, and (ii) pays producers for all milk received from them, during such period, not less than the prices specified for such milk in the applicable orders of the Pennsylvania Milk Control Commission: *Provided, however,* That no person shall be deemed to be a handler within the meaning of this offer if he has been determined by Commodity to have charged, during the month for which payments are claimed pursuant to this offer, for milk for fluid consumption resale prices higher than the maximum prices applicable to such sales pursuant to the maximum price regulations of the Office of Price Administration.

LEE MARSHALL,
Vice President.

JULY 14, 1944.

[F. R. Doc. 44–10435; Filed, July 14, 1944; 11:18 a. m.]

ARLINGTON-ALEXANDRIA, VA., AREA

FLUID MILK PAYMENT PROGRAM

Offer of the Commodity Credit Corporation to make fluid milk payments in the Arlington-Alexandria area during the period July 1944 through June 1945.

Whereas, the Director of Economic Stabilization and the War Food Administrator of the United States have approved a Fluid Milk Payment Program for the purpose of insuring, in accordance with Executive Order No. 9250 of October 3, 1942, and Executive Order No. 9328 of April 8, 1943, the maximum necessary production and distribution of fluid milk and the maintenance of price ceilings with respect to such milk.

Now, therefore, Commodity Credit Corporation (hereinafter referred to as "Commodity"), a corporate agency of the United States, hereby offers, subject to the terms and conditions herein specified, to make payments to handlers on fluid milk disposed of by such handlers.

1. Commodity will make a payment to each handler, regardless of whether or not such handler purchases milk from producers, of 28 cents per hundredweight less an amount equal to the amount, if any, deducted from the payments by Commodity for milk under the "Offer of the Commodity Credit Corporation to make Fluid Milk Payments in the Washington, D. C., area during the period July 1944 through June 1945" on account of any Class I–A cost adjustment. Such payments will be made on the quantity of fluid milk disposed of for fluid consumption by such handler, as determined by Commodity or its designated agent, from July 1, 1944 through June 30, 1945, except, as determined by Commodity or its designated agent, (a) any such milk sold by such handler to another handler, (b) any such milk disposed of by such handler for use by the armed forces of the United States, and (c) the handler's proportionate share of the quantity of emergency milk for fluid consumption disposed of by all handlers which is equal to the quantity of milk received from producers and disposed of by all handlers for uses other than fluid milk for fluid consumption.

2. Settlement hereunder shall be made on a monthly basis upon the presentation, within 90 days after the end of the calendar month for which payments are claimed, to, and approval by, Commodity, or such agent as it may designate, of a claim for payments, supported by a written statement by such handler, made under oath before a notary public or other official authorized by law to administer oaths, that (a) resale prices charged by him for milk for fluid consumption sold during the month for which payments are claimed did not exceed the resale price applicable to such sales pursuant to maximum price regulations of the Office of Price Administration, and (b) he has paid producers for all milk which he received from such producers during the respective month in accordance with the Rules and Regulations for the Supervision and Control of the Arlington-Alexandria Milk Market, as amended, issued by the Commonwealth of Virginia Milk Control Commission. The documents presented pursuant to this section shall be in such form and contain such certification as Commodity may prescribe.

3. The performance by the handler of the terms and conditions set forth in this offer together with the submission to Commodity of a claim for payments by the handler, pursuant to this offer, shall constitute an acceptance of this offer for the month for which payments are claimed.

4. Each handler who files a claim for payments shall have accurate and complete books, records, and accounts with respect to his production, receipts, utilization, and sales of milk, and with respect to his sales receipts, costs of products, and operating costs, and shall keep such other books, records, and accounts and submit such reports as Commodity may require. Such books, records, and accounts shall be available for inspection by Commodity or its designated agent at any reasonable time.

5. This offer may be partially or wholly revoked or modified by publication of a notice thereof in the FEDERAL REGISTER by Commodity at any time but, notwithstanding any such revocation or modification, settlement shall be made as provided in section 2 hereof with respect to any milk disposed of pursuant to the terms and conditions hereof prior to such revocation or modification.

6. *Definitions.* (a) The term "Arlington-Alexandria sales area," as used herein, shall have the same meaning as is given such term in the Rules and Regulations for the Supervision and Control of the Arlington-Alexandria Milk Market, as amended, issued by the Commonwealth of Virginia Milk Control Commission.

(b) The terms "fluid milk distributed for fluid consumption" and "emergency milk for fluid consumption," as used herein, shall include any such milk disposed of for fluid consumption as buttermilk, skim milk, or cholocate milk. The words "fluid consumption," whenever used herein, shall be construed accordingly.

(c) The term "handler," as used herein, shall mean any person, other than a person who is a handler as defined in Order No. 45, as amended, issued by the Secretary of Agriculture of the United States, regulating the handling of milk in the Washington, D. C., marketing area, who engages in the distribution of milk for fluid consumption in the Arlington-Alexandria sales area: *Provided, however,* That no person shall be deemed to be a handler within the meaning of this offer if (i) he has been determined by Commodity to have charged for milk for fluid consumption resale prices higher than the maximum prices applicable to such sales pursuant to the maximum price regulations of the Office of Price Administration during the month for which payments are claimed pursuant to this offer, or (ii) he has been determined by Commodity not to have paid producers for all milk received from them during the month for which payment is claimed pursuant to this offer in accordance with the Rules and Regulations for the Supervision and Control of the Arlington-Alexandria Milk Market, as amended, issued by the Commonwealth of Virginia Milk Control Commission.

(d) The term "producer," as used herein, means any person, irrespective of whether such person is also a handler, who produces milk on a farm from which milk is (1) distributed by him directly in the Arlington-Alexandria sales area for fluid consumption, or (2) delivered direct to a plant located in the Arlington-Alexandria sales area which is approved or licensed for the sale of milk for fluid consumption in the Arlington-Alexandria sales area.

(e) The term "emergency milk," as used herein, means any milk other than that received from producers.

LEE MARSHALL,
Vice President.

[F. R. Doc. 44–10436; Filed, July 14, 1944; 11:18 a. m.]

DESIGNATED PENNSYLVANIA AREAS

FLUID MILK PAYMENT PROGRAM

Offer of the Commodity Credit Corporation to make fluid milk payments in the Pennsylvania Areas Nos. 4, 6, 8, and 12 during the period July 1944 through June 1945.

Whereas, The Director of Economic Stabilization and the War Food Administrator of the United States have approved a Fluid Milk Payment Program for the purpose of insuring, in accordance with Executive Order No. 9250 of October 3, 1942, and Executive Order No. 9328 of April 8, 1943, the maximum necessary production and distribution of fluid milk and the maintenance of price ceilings with respect to such milk.

Now, therefore, Commodity Credit Corporation (hereinafter referred to as "Commodity"), a corporate agency of the United States, hereby offers, subject to the terms and conditions herein specified, to make payments to handlers on fluid milk disposed of by such handlers in the Pennsylvania Areas Nos. 4, 6, 8, and 12.

1. Commodity will make a payment to each handler, regardless of whether or not such handler purchases milk from producers, on Class I milk containing not more than 6.0 percent butterfat disposed of in the Pennsylvania Areas Nos. 4, 6, 8, and 12, by such handler, as determined by Commodity or its designated agent, from July 1, 1944, through June 30, 1945, except, as determined by Commodity or its designated agent, (a) any such milk sold by such handler to another handler, and (b) any such milk disposed of by such handler for use by the armed forces of the United States, as follows:

Milk distributed in Area No.:	*Cents per hundredweight*
4	40
6	33
8	38
12	33

2. Settlement hereunder shall be made on a monthly basis upon the presentation, within 90 days after the end of the calendar month for which payments are claimed, to, and approval by, Commodity, or such agent as it may designate, of a claim for payments, supported by a written statement by such handler, made under oath before a notary public or other official authorized by law to administer oaths, that (a) resale prices charged by him for milk for fluid consumption sold during the month for which payments are claimed did not exceed the resale price applicable to such sales pursuant to maximum price regulations of the Office of Price Administration, and (b) he has paid producers for all milk which he received from such producers during such month not less than the prices specified by applicable orders of the Pennsylvania Milk Control Commission. The documents presented pursuant to this section shall be in such form and contain such certification as Commodity may prescribe.

3. The performance by the handler of the terms and conditions set forth in this offer together with the submission to Commodity of a claim for payments by the handler, pursuant to this offer, shall constitute an acceptance of this offer for the month for which payments are claimed.

4. Each handler who files claim for payment shall have accurate and complete books, records, and accounts with respect to his production, receipts, utilization, and sales of milk, with respect to his sales receipts, costs of products, and operating costs, and shall keep such other books, records, and accounts and submit such reports as Commodity may require. Such books, records, and accounts shall be available for inspection by Commodity or its designated agent at any reasonable time.

5. This offer may be partially or wholly revoked or modified by publication of a notice thereof in the Federal Register by Commodity at any time, but nothwithstanding any such revocation or modification, settlement shall be made as provided in section 2 hereof with respect to any milk disposed of pursuant to the terms and conditions hereof prior to such revocation or modification.

6. *Definitions.* (a) The term "Pennsylvania Areas Nos. 4, 6, 8, and 12," as used herein, means the territory described as the Schuylkill, Lehigh, Harrisburg, and York milk marketing areas by the Pennsylvania Milk Control Commission in Official Orders Nos. A–130, A–116, A–132, and A–131.

(b) The term "Class I milk," as used herein, means all milk disposed of in the form of fluid milk, buttermilk, flavored milk drinks, or skim milk for fluid consumption.

(c) The term "producer," as used herein, means any person defined as a producer by Order No. 61, issued by the Secretary of Agriculture, regulating the handling of milk in the Philadelphia, Pennsylvania, milk marketing area, as amended, and any other person who produces milk on a farm from which milk is (i) distributed directly for fluid consumption in the Pennsylvania Areas Nos. 4, 6, 8, and 12, or (ii) delivered direct to a plant from which milk is distributed directly for fluid consumption in the Pennsylvania Areas Nos. 4, 6, 8, and 12.

(d) The term "handler," as used herein, means any person who (i) distributes during the month for which payment is claimed pursuant to the offer more than 20 quarts of Class I milk per day within the Pennsylvania Areas Nos. 4, 6, 8, and 12, and (ii) pays producers, for all milk received from them during such period, not less than the prices specified for such milk in applicable orders of the Pennsylvania Milk Control Commission: *Provided, however,* That no person shall be deemed to be a handler within the meaning of this offer if (i) he has been determined by Commodity to have charged during the month for which payments are claimed pursuant to this offer for milk for fluid consumption resale prices higher than the maximum prices applicable to such sales pursuant to the maximum price regulations of the Office of Price Administration, or (ii) he has been determined by Commodity or its designated agent to be a person who does not customarily pasteurize or package milk or cause milk to be pasteurized or packaged.

LEE MARSHALL,
Vice President.

JULY 14, 1944.

[F. R. Doc. 44–10437; Filed, July 14, 1944; 11:18 a. m.]

WASHINGTON, D. C., AREA

FLUID MILK PAYMENT PROGRAM

Offer of the Commodity Credit Corporation to make fluid milk payments in the Washington, D. C., area during the period July 1944, through June 1945.

Whereas, the Director of Economic Stabilization and the War Food Administrator of the United States have approved a Fluid Milk Payment Program for the purpose of insuring, in accordance with Executive Order No. 9250 of October 3, 1942, and Executive Order No. 9328 of April 8, 1943, the maximum necessary production and distribution of fluid milk and the maintenance of price ceilings with respect to such milk.

Now, therefore, Commodity Credit Corporation (hereinafter referred to as "Commodity"), a corporate agency of the United States, hereby offers, subject to the terms and conditions herein specified, to make payments to handlers on fluid milk disposed of by such handlers.

1. Commodity will make a payment to each handler, regardless of whether or not such handler purchases milk from producers, of 28 cents per hundredweight less, as determined pursuant to § 945.7 of Order No. 45, the amount of any Class I–A cost adjustment applicable to each hundredweight (on the basis of 4 percent butterfat) of milk if the class value of emergency milk needed by the market during the month for which payments are claimed pursuant to this offer exceeds the total cost of such milk. Such payments will be made on the quantity of fluid milk disposed of for fluid consumption by the handler, as determined by Commodity or its designated agent, from July 1, 1944, through June 30, 1945, except as determined by Commodity or its designated agent, (a) any such milk sold by such handler to another handler, (b) any such milk disposed of by such handler for use by the armed forces of the United States, and (c) such handler's proportionate share of the quantity of emergency milk for fluid consumption disposed of by all handlers which is equal to the quantity of milk received from producers and disposed of by all handlers for uses other than fluid milk for fluid consumption.

2. Settlement hereunder shall be made on a monthly basis upon the presentation, within 90 days after the end of the calendar month for which payments are claimed, to, and approval by, Commodity, or such agent as it may designate, of a claim for payments, supported by a written statement by such handler, made under oath before a notary public or other official authorized

by law to administer oaths, that (a) resale prices charged by him for milk for fluid consumption sold during the month for which payments are claimed did not exceed the resale price applicable to such sales pursuant to maximum price regulations of the Office of Price Administration, and (b) he has paid producers for all milk which he received from such producers during such month as required by Order No. 45. The documents presented pursuant to this section shall be in such form and contain such certification as Commodity may prescribe.

3. The performance by the handler of the terms and conditions set forth in this offer together with the submission to Commodity of a claim for payments by the handler, pursuant to this offer, shall constitute an acceptance of this offer for the month for which payments are claimed.

4. Each handler who files a claim for payments shall have accurate and complete books, records, and accounts with respect to his production, receipts, utilization, and sales of milk, and with respect to his sales receipts, costs of products, and operating costs, and shall keep such other books, records, and accounts and submit such reports as Commodity may require. Such books, records, and accounts shall be available for inspection by Commodity or its designated agent at any reasonable time.

5. This offer may be partially or wholly revoked or modified by publication of a notice thereof in the FEDERAL REGISTER by Commodity at any time, but, notwithstanding any such revocation or modification, settlement shall be made as provided in section 2 hereof with respect to any milk disposed of pursuant to the terms and conditions hereof prior to such revocation or modification.

6. *Definitions.* (a) The term "Order No. 45," as used herein shall mean the order, as amended, issued by the Secretary of Agriculture of the United States, regulating the handling of milk in the Washington, D. C., marketing area.

(b) The terms "emergency milk" and "producer," as used herein, shall have the same meaning as are given such terms by Order No. 45.

(c) The terms "fluid milk distributed for fluid consumption" and "emergency milk for fluid consumption," as used herein, shall include any such milk disposed of for fluid consumption as buttermilk, skim milk, or chocolate milk.

(d) The term "handler," as used herein, shall have the same meaning as is given such term by Order No. 45, except that no person shall be deemed to be a handler within the meaning of this offer if (i) he has been determined by the Director of Distribution of the War Food Administration not to be fully in compliance with Order No. 45 insofar as it relates to prices payable to producers, or (ii) he has been determined by Commodity to have charged for milk for fluid consumption resale prices higher than the maximum prices applicable to such sales pursuant to the maximum price regulations of the Office of Price Administration during the month for which payments are claimed pursuant to this offer.

LEE MARSHALL,
Vice President.

JULY 14, 1944.

[F. R. Doc. 44-10438; Filed, July 14, 1944; 11:18 a. m.]

WILMINGTON, DEL., AREA

FLUID MILK PAYMENT PROGRAM

Offer of the Commodity Credit Corporation to make fluid milk payments in the Wilmington, Delaware, area during the period July 1944 through June 1945.

Whereas, the Director of Economic Stabilization and the War Food Administrator of the United States have approved a Fluid Milk Payment Program for the purpose of insuring, in accordance with Executive Order No. 9250 of October 3, 1942, and Executive Order No. 9328 of April 8, 1943, the maximum necessary production and distribution of fluid milk and the maintenance of price ceilings with respect to such milk.

Now, therefore, Commodity Credit Corporation (hereinafter referred to as "Commodity"), a corporate agency of the United States, hereby offers, subject to the terms and conditions herein specified, to make payments to handlers on fluid milk disposed of by such handlers in the Wilmington, Delaware, area.

1. Commodity will make a payment to each handler, regardless of whether or not such handler purchases milk from producers, of 35 cents per hundredweight on Class I milk disposed of in the Wilmington, Delaware, area by such handler, as determined by Commodity or its designated agent, from July 1, 1944, through June 30, 1945, except, as determined by Commodity or its designated agent, (a) any such milk sold by such handler to another handler, and (b) any such milk disposed of by such handler for use by the armed forces of the United States.

2. Settlement hereunder shall be made on a monthly basis upon the presentation, within 90 days after the end of the calendar month for which payments are claimed, to, and approval by, Commodity, or such agent as it may designate, of a claim for payments, supported by a written statement by such handler, made under oath before a notary public or other official authorized by law to administer oaths, that (a) resale prices charged by him for milk for fluid consumption sold during the month for which payments are claimed did not exceed the resale price applicable to such sales pursuant to maximum price regulations of the Office of Price Administration, and (b) he has paid producers for all milk which he received from such producers during such month not less than the applicable price or prices prescribed by section 5 of this offer. The documents presented pursuant to this section shall be in such form and contain such certification as Commodity may prescribe.

3. The performance by the handler of the terms and conditions set forth in this offer together with the submission to Commodity of a claim for payments by the handler, pursuant to this offer, shall constitute an acceptance of this offer for the month for which payments are claimed.

4. Each handler who files a claim for payments shall have accurate and complete books, records, and accounts with respect to his production, receipts, utilization, and sales of milk, and with respect to his sales receipts, costs of products, and operating costs, and shall keep such other books, records, and accounts and submit such reports as Commodity may require. Such books, records, and accounts shall be available for inspection by Commodity or its designated agent at any reasonable time.

5. Each handler who, pursuant to section 3 hereof, accepts this offer for any month shall (a) pay producers not less than $3.93 per hundredweight for all milk received from them that is not in excess of the total quantity of Class I milk disposed of by such handler, and (b) pay producers for all other milk received from them during such period not less than the Class II price per hundredweight, as announced by the market administrator pursuant to Order No. 61, less 12 cents: *Provided*, That if the milk received from any producer has a butterfat content other than 4 percent, the minimum prices specified in this section shall be increased by 4 cents for each one-tenth of 1 percent of average butterfat content of such milk above 4 percent and shall be decreased by 4 cents for each one-tenth of 1 percent of average butterfat content of such milk below 4 percent.

6. This offer may be partially or wholly revoked or modified by publication of a notice thereof in the FEDERAL REGISTER by Commodity at any time but, notwithstanding any such revocation or modification, settlement shall be made as provided in section 2 hereof with respect to any milk disposed of pursuant to the terms and conditions hereof prior to such revocation or modification.

7. When used herein (a) the term "Wilmington, Delaware, area," means the county of New Castle, in the State of Delaware.

(b) The term "Class I milk," means all milk disposed of in the form of fluid milk, buttermilk, flavored milk drinks, and skim milk for fluid consumption.

(c) The term "Class II milk," means all milk other than Class I milk.

(d) The term "producer," means any person, irrespective of whether such person is also a handler, who produces milk on a farm from which milk is (i) distributed by him in the Wilmington, Delaware, area for fluid consumption, or (ii) delivered direct to a plant from which milk is distributed for fluid consumption in the Wilmington, Delaware, area.

(e) The term "handler," means any person, irrespective of whether such person is also a producer, who distributes during the month for which payments are claimed pursuant to this offer more than 20 quarts of Class I milk per day within the Wilmington, Delaware, area and who pays producers for milk received from them during such period not less than the price specified in section 5 of this offer: *Provided*, That no person shall be deemed to be a handler within the meaning of this offer if he has been determined by Commodity to have charged for milk for fluid consumption resale prices higher than the maximum price applicable to such sales pursuant to the maximum price regulations of the Office of Price Administration during the month for which payments are claimed pursuant to this offer.

(f) The term "Order No. 61," means the order, as amended, issued by the Secretary of Agriculture of the United States, regulating the handling of milk in the Philadelphia, Pennsylvania, milk marketing area.

LEE MARSHALL,
Vice President.

JULY 14, 1944.

[F. R. Doc. 44-10439; Filed, July 14, 1944; 11:19 a. m.]

(Additional document appears on next page)

OFFICE OF PRICE ADMINISTRATION.

Notice to Growers of Proposed Maximum Prices of Fresh Lima Beans, Cauliflower, Celery, Eggplant, Sweet Peppers and Tomatoes, for Table Use

Pursuant to the provisions of the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, the Price Administrator hereby gives notice to growers of the maximum prices he proposes to establish for the commodities listed below.

Commodity	Season	Basing points	F. o. b. shipping point price [1]
Lima beans	November	Pompano, Florida	$3.00 per bushel container.
		San Jose, California	$3.00 per bushel container.
	Dec.–Apr	Pompano, Florida	$4.00 per bushel container.
		San Jose, California	$4.00 per bushel container.
	May–June	Pompano, Florida	$3.00 per bushel container.
		San Jose, California	$3.00 per bushel container.
Cauliflower	Oct.–Nov	Riverhead, New York	$2.45 per 2-bu. crate.
		Los Angeles, California	$1.85 per pony crate.
	Dec.–July 15	Santa Maria, California	$1.65 per pony crate.
Celery	Oct.–Nov	Santa Maria, California	$2.85 per ½ crate.
	Dec.–Feb	Santa Maria, California	$3.00 per ½ crate.
		Belleglade, Florida	$3.25 per ½ crate.
	March–June	Santa Maria, California	$3.25 per ½ crate.
		Belleglade, Florida	$3.25 per ½ crate.
Eggplant	Oct. 16–July 15	Fort Myers, Florida	$3.50 per 1½ bu. crate.
		Indio, California	$3.50 per 1½ bu. crate.
Sweet Peppers	Oct. 16–Nov	Pompano, Florida	$4.10 per 1½ bu. crate.
		San Jose, California	$4.10 per 1½ bu. crate.
	Dec.–May	Pompano, Florida	$4.90 per 1½ bu. crate.
		Nogales, Arizona	$4.90 per 1½ bu. crate.
Tomatoes	October	Bakersfield, California	$3.00 per lug.
	November	Bakersfield, California	$3.30 per lug.
	Dec.–Apr	El Centro, California	$3.30 per lug.
	May–June 15	Brownsville, Texas	$3.00 per lug.

[1] "Shipping point" means the place in or near the producing area where the kind of vegetable being priced is prepared for shipment and first loaded on cars for rail shipment or on trucks for truck shipment. Prices established for shipping points are not grower ceiling prices unless the grower is the shipper.

The prices named include all costs of harvesting, hauling, packing and inspection, and no additional charge may be made for containers or for any other materials furnished or services rendered. For sales in bulk the prices will be 1 cent less per pound than the named prices.

No person who does not pack and ship the kind of vegetable being priced and who does not regularly operate a packing and shipping plant for that commodity, will be permitted to purchase acreage at a price which, after the cost of harvesting, hauling, packing and inspection, have been added, results in a price higher than the maximum price, f. o. b. shipping point.

The above prices will be incorporated in an amendment to Maximum Price Regulation No. 426 having substantially the same form as Amendment 18, except that for each major producing area of each commodity a maximum price for f. o. b. sales will be provided. These f. o. b. prices will reflect the freight advantage which the respective producing areas have over the basing points listed. In no case will the f. o. b. price be lower than the applicable basing point price. As in Amendment 18, maximum prices for sales delivered to wholesale receiving points will be the applicable basing point price plus freight from the basing point and protective services.

Where two basing points are listed for one period, the eastern basing point will be applicable for sales in the eastern part of the country and the western basing point will be applicable for sales in the western part. The line will be drawn North and South at Chicago or Denver or whatever point is indicated by the relative volume of eastern and western supplies and the normal distribution of the commodity.

Issued this 14th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

For the reasons which will be set forth in the statement of considerations accompanying the amendment to Maximum Price Regulation 426 which will establish the prices specified in the foregoing notice, I hereby approve the proposed prices for lima beans, cauliflower, celery and tomatoes, and find that they are necessary to aid in the effective prosecution of the war.

FRED M. VINSON,
Economic Stabilization Director.

[F. R. Doc. 44-10445; Filed, July 14, 1944; 12:02 p. m.]

JUL 20 '44

FEDERAL REGISTER

VOLUME 9 NUMBER 142

Washington, Tuesday, July 18, 1944

The President

EXECUTIVE ORDER 9456

SUSPENDING CERTAIN STATUTORY PROVISIONS RELATING TO EMPLOYMENT IN THE CANAL ZONE

By virtue of the authority vested in me by section 2 of the War Department Civil Appropriation Act, 1945 (Public Law. 352, 78th Congress), section 108 of the Naval Appropriation Act, 1945 (Public Law 347, 78th Congress), and section 7 of the Military Appropriaton Act, 1945 (Public Law 374, 78th Congress), relating to certain kinds of employment in the Canal Zone, and deeming such course to be in the public interest, I hereby suspend, from and including the effective date of the said Acts, compliance with the provisions of the said sections during the continuance of any of the wars in which the United States is now engaged.

FRANKLIN D ROOSEVELT

THE WHITE HOUSE,
July 13, 1944.

[F. R. Doc. 44-10468; Filed, July 14, 1944; 2:01 p. m.]

Regulations

TITLE 6—AGRICULTURAL CREDIT

Chapter I—Farm Credit Administration

PART 22—THE FEDERAL LAND BANK OF BALTIMORE

NEW LOAN FEES

Effective fifteen days after the filing of this document with the Federal Register Division, Part 22 of Title 6, Code of Federal Regulations, is amended by adding a new section designated as § 22.2 to read as follows:

§ 22.2 *New loan fees.* The following new loan and other fees shall be charged and collected from applicants and borrowers through the Puerto Rico Branch Bank of The Federal Land Bank of Baltimore:

(a) Each application for a new loan shall be accompanied by an initial fee in the amount of $10.00. If the application for loan is approved, an additional initial fee of $15.00 must be paid prior to the examination of title. If the application results in a Federal Land Bank loan of $2,100.00 or more, there shall be deducted from the proceeds of the loan an additional fee equal to the difference between the amounts hereinafter set out and the initial fee of $25.00:

Face amount of loan:	*Total*
$2,100.00 to $3,000.00	$37.50
$3,100.00 to $4,000.00	50.00
$4,100.00 to $5,000.00	62.50
$5,100.00 to $6,000.00	75.00
$6,100.00 to $7,000.00	87.50
$7,100.00 to $8,000.00	100.00
$8,100.00 to $9,000.00	112.50
$9,100.00 to $10,000.00	125.00
$10,100.00 to $11,000.00	137.50
$11,100.00 to $12,000.00	150.00
$12,100.00 to $13,000.00	162.50
$13,100.00 to $14,000.00	175.00
$14,100.00 to $15,000.00	187.50
$15,100.00 to $16,000.00	200.00
$16,100.00 to $17,000.00	212.50
$17,100.00 to $18,000.00	225.00
$18,100.00 to $19,000.00	237.50
$19,100.00 to $20,000.00	250.00
$20,100.00 to $21,000.00	262.50
$21,100.00 to $22,000.00	275.00
$22,100.00 to $23,000.00	287.50
$23,100.00 to $24,000.00	300.00
$24,100.00 to $25,000.00	312.50

If the application results in a joint Land Bank and Land Bank Commissioner loan, no fee shall be charged or collected from the applicant or borrower in connection with any loan made by the Land Bank Commissioner. If the application results in a single Commissioner loan, the initial fees totaling $25.00 shall be the only fees charged and collected from the applicant or borrower.

(b) Each application for an increased or additional loan shall be accompanied by a fee of $10.00 and, if the application is approved, an additional initial fee of $15.00 must be paid prior to the examination of title. If a loan in an increased amount is closed, there shall be deducted

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FEDERAL REGISTER

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NOTICE

The Cumulative Supplement to the Code of Federal Regulations, covering the period from June 2, 1938, through June 1, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at $3.00 per unit. The following are now available:

Book 1: Titles 1–3 (Presidential documents) with tables and index.
Book 2: Titles 4–9, with index.
Book 3: Titles 10–17, with index.
Book 4: Titles 18–25, with index.
Book 5, Part 1: Title 26, Parts 2–178.
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from the proceeds of such increased loan a fee comparable to the fee which would be collectible in connection with a new loan: *Provided, however,* That the amount of the fee shall be computed only upon the basis of the amount of new money loaned to the borrower.

(c) Fees in connection with divisions of loans, reappraisals, partial releases and releases of personal liability shall be charged and collected from applicants and borrowers to the same extent and under the same conditions as such fees are charged and collected from applicants and borrowers within the states of the Second Farm Credit District as provided in § 22.1 hereof.

In the event no appraisal of the property is made, the entire application fee shall be refunded. Each applicant shall also be required to pay actual cash outlays for notarial fees, recording fees or other disbursements necessary for the completing of the transaction.

(Sec. 4, 39 Stat. 362; sec. 13 "Ninth", 39 Stat. 372; sec. 26, 48 Stat. 44; sec. 32, 48 Stat. 48, as amended; 12 U.S.C. 674, 781 "Ninth", 723 (e), 1016 (e) and Sup.; 6 CFR 19.326 and 19.330) [Res. Bd. of Dir. May 16, 1944]

[SEAL] THE FEDERAL LAND BANK OF BALTIMORE,
By E. W. MCSPARRAN,
Treasurer.

[F. R. Doc. 44–10472; Filed, July 14, 1944; 9:48 a. m.]

PART 32—THE FEDERAL LAND BANK OF SPOKANE

APPLICATION FEES

Effective ten days after the filing of this document with the Federal Register Division, § 32.1 of Title 6, Code of Federal Regulations, is amended to read as follows:

§ 32.1 *Application fees; payable with application.* On each application for a partial release of mortgage security or for a release from personal liability on a loan, a fee is charged as follows:

Application for partial release of mortgage security	$10.00
Application for release from personal liability on loan	10.00

In the event no appraisal of the property is made, the entire application fee is refunded.

A single fee is charged on such application applicable to single land bank or Land Bank Commissioner loans, or to joint land bank or Land Bank Commissioner loans.

No application fee or other fees are charged in connection with applications for new loans, or additional loans or for the division of existing loans.

Each applicant will be required to pay actual cash outlays for abstract expenses, title insurance fees, notarial fees, recording fees, or other disbursements necessary for the completion of the transaction.

(Sec. 13 "Ninth", 39 Stat. 372, sec. 26, 48 Stat. 44, sec. 32, 48 Stat. 48, as amended; secs. 1, 2, 48 Stat. 344, 345; 12 U.S.C. 781 "Ninth", 723 (e), 1016, 1016 (e), 1020, 1020 (a), and Sup.; 6 CFR 19.326) [Res. Bd. Dir. May 17, 1944]

[SEAL] THE FEDERAL LAND BANK OF SPOKANE,
By HENRY MATTHEW,
Vice President.

[F. R. Doc. 44–10471; Filed, July 14, 1944; 3:36 p. m.]

TITLE 7—AGRICULTURE

Chapter X—War Food Administration (Production Orders)

[WFO 14, 2d Rev. Supp. Order 1]

PART 1202—FARM MACHINERY AND EQUIPMENT

NEW FARM MACHINERY AND EQUIPMENT

Correction

In Schedule II of Federal Register Document 44–10153, appearing at page 7803 of the issue for Thursday, July 13, 1944, the note references and the note should be indicated by single asterisks instead of superior numbers.

Chapter XI—War Food Administration (Distribution Orders)

[WFO 79–63, Amdt. 2]

PART 1401—DAIRY PRODUCTS

FLUID MILK AND CREAM IN LANSING, MICH., METROPOLITAN SALES AREA

Pursuant to War Food Order No. 79 (8 F.R. 12426, 9 F.R. 4321, 4319), dated September 7, 1943, as amended, and to effectuate the purposes thereof, War Food Order No. 79–63 (8 F.R. 14265, 9 F.R. 4321, 4319), as amended, relative to the conservation and distribution of fluid milk, milk byproducts, and cream in the Lansing, Michigan, metropolitan milk sales area, is hereby further amended by deleting therefrom the provisions in § 1401.88 (i) and inserting, in lieu thereof, the following:

(i) *Quota exclusions and exemptions.* Deliveries of milk, milk byproducts, or cream (1) to other handlers, except for such deliveries to sub-handlers, (2) to plants engaged in the handling or processing of milk, milk byproducts, or cream from which no milk, milk byproducts, or cream is delivered in the sales area, (3) to nursery, elementary, junior high, and high schools, and (4) to the agencies or groups specified in (d) of WFO 79, shall be excluded from the computation of deliveries in the base period and exempt from charges to quotas.

The provisions of this amendment shall become effective at 12:01 a. m., e. w. t., September 1, 1944. With respect to violations of said War Food Order No. 79–63, as amended, rights accrued, or liabilities incurred thereunder, prior to the effective time of this amendment, said War Food Order No. 79–63, as amended, shall continue in full force and effect for the purpose of sustaining any suit, action, or other proceeding with respect to any such violation, right, or liability.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 79, 8 F.R. 12426, 13283, 9 F.R. 4321, 4319)

Issued this 12th day of July 1944.

C. W. KITCHEN,
Acting Director of Distribution.

[F. R. Doc. 44–10368; Filed, July 13, 1944; 2:05 p. m.]

[WFO 79–64, Amdt. 2]

PART 1401—DAIRY PRODUCTS

FLUID MILK AND CREAM IN DETROIT, MICH., METROPOLITAN SALES AREA

Pursuant to War Food Order No. 79 (8 F.R. 12426, 9 F.R. 4321, 4319), dated September 7, 1943, as amended, and to effectuate the purposes thereof, War Food Order No. 79–64 (8 F.R. 14266, 9 F.R. 4321, 4319), as amended, relative to the conservation and distribution of fluid milk, milk byproducts, and cream

in the Detroit, Michigan, metropolitan milk sales area, is hereby further amended by deleting therefrom the provisions in § 1401.96 (i) and inserting, in lieu thereof, the following:

(i) *Quota exclusions and exemptions.* Deliveries of milk, milk byproducts, or cream (1) to other handlers, except for such deliveries to sub-handlers, (2) to plants engaged in the handling or processing of milk, milk byproducts, or cream from which no milk, milk byproducts, or cream is delivered in the sales area, (3) to nursery, elementary, junior high, and high schools, and (4) to the agencies or groups specified in (d) of WFO 79, shall be excluded from the computation of deliveries in the base period and exempt from charges to quotas.

The provisions of this amendment shall become effective at 12:01 a. m., e. w. t., September 1, 1944. With respect to violations of said War Food Order No. 79–64, as amended, rights accrued, or liabilities incurred thereunder, prior to the effective time of this amendment, said War Food Order No. 79–64, as amended, shall continue in full force and effect for the purpose of sustaining any suit, action, or other proceeding with respect to any such violation, right, or liability.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 79, 8 F.R. 12426, 13283, 9 F.R. 4321, 4319)

Issued this 12th day of July 1944.

C. W. KITCHEN,
Acting Director of Distribution.

[F. R. Doc. 44–10369; Filed, July 13, 1944; 2:05 p. m.]

[WFO 79–65, Amdt. 2]

PART 1401—DAIRY PRODUCTS

FLUID MILK AND CREAM IN SAGINAW-BAY CITY, MICH. METROPOLITAN SALES AREA

Pursuant to War Food Order No. 79 (8 F.R. 12426, 9 F.R. 4321, 4319), dated September 7, 1943, as amended, and to effectuate the purposes thereof, War Food Order No. 79–65 (8 F.R. 14267, 9 F.R. 4321, 4319), as amended, relative to the conservation and distribution of fluid milk, milk byproducts, and cream in the Saginaw-Bay City, Michigan, metropolitan milk sales area, is hereby further amended by deleting therefrom the provisions in § 1401.100 (i) and inserting, in lieu thereof, the following:

(i) *Quota exclusions and exemptions.* Deliveries of milk, milk byproducts, or cream (1) to other handlers, except for such deliveries to sub-handlers, (2) to plants engaged in the handling or processing of milk, milk byproducts, or cream from which no milk, milk byproducts, or cream is delivered in the sales area, (3) to nursery, elementary, junior high, and high schools, and (4) to the agencies or groups specified in (d) of WFO 79, shall be excluded from the computation of deliveries in the base period and exempt from charges to quotas.

The provisions of this amendment shall become effective at 12:01 a. m., e. w. t., September 1, 1944. With respect to violations of said War Food Order No. 79–65, as amended, rights accrued, or liabilities incurred thereunder, prior to the effective time of this amendment, said War Food Order No. 79–65, as amended, shall continue in full force and effect for the purpose of sustaining any suit, action, or other proceeding with respect to any such violation, right, or liability.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 79, 8 F.R. 12426, 13283, 9 F.R. 4321, 4319)

Issued this 12th day of July 1944.

C. W. KITCHEN,
Acting Director of Distribution.

[F. R. Doc. 44–10370; Filed, July 13, 1944; 2:05 p. m.]

[WFO 79–67, Amdt. 3]

PART 1401—DAIRY PRODUCTS

FLUID MILK AND CREAM IN FLINT, MICH., METROPOLITAN SALES AREA

Pursuant to War Food Order No. 79 (8 F.R. 12426, 9 F.R. 4321, 4319), dated September 7, 1943, as amended, and to effectuate the purposes thereof, War Food Order No. 79–67 (8 F.R. 14269, 9 F.R. 4321, 4319), as amended, relative to the conservation and distribution of fluid milk, milk byproducts, and cream in the Flint, Michigan, metropolitan milk sales area, is hereby further amended by deleting therefrom the provisions in § 1401.95 (i) and inserting, in lieu thereof, the following:

(i) *Quota exclusions and exemptions.* Deliveries of milk, milk byproducts, or cream (1) to other handlers, except for such deliveries to sub-handlers, (2) to plants engaged in the handling or processing of milk, milk byproducts, or cream from which no milk, milk byproducts, or cream is delivered in the sales area, (3) to nursery, elementary, junior high, and high schools, and (4) to the agencies or groups specified in (d) of WFO 79, shall be excluded from the computation of deliveries in the base period and exempt from charges to quotas.

The provisions of this amendment shall become effective at 12:01 a. m., e. w. t., September 1, 1944. With respect to violations of said War Food Order No. 79–67, as amended, rights accrued, or liabilities incurred thereunder, prior to the effective time of this amendment, said War Food Order No. 79–67, as amended, shall continue in full force and effect for the purpose of sustaining any suit, action, or other proceeding with respect to any such violation, right, or liability.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 79, 8 F.R. 12426, 13283, 9 F.R. 4321, 4319)

Issued this 12th day of July 1944.

C. W. KITCHEN,
Acting Director of Distribution.

[F. R. Doc. 44–10371; Filed, July 13, 1944; 2:05 p. m.]

[WFO 6–1, Amdt. 3]

PART 1405—FRUITS AND VEGETABLES

CITRUS FRUIT

War Food Order No. 6–1 (8 F.R. 998, 9 F.R. 4321, 4319), issued on January 20, 1943, as amended, is further amended by inserting in § 1405.3 (a) (1) thereof the term "10 percent" as the percentage of oranges to be set aside with respect to shipments of oranges from California and Arizona, respectively.

This amendment shall become effective at 12:01 a. m., p. w. t., July 16, 1944. With respect to violations, rights accrued, liabilities incurred, or appeals taken under said War Food Order No. 6–1, as amended, prior to the effective time of the provisions hereof, the provisions of said War Food Order No. 6–1, as amended, in effect prior to the effective time hereof shall be deemed to continue in full force and effect for the purpose of sustaining any proper suit, action, or other proceeding with regard to any such violation, right, liability, or appeal.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 6, 8 F.R. 998, 9 F.R. 4321, 4319)

Issued this 15th day of July 1944.

C. W. KITCHEN,
Acting Director of Distribution.

[F. R. Doc. 44–10526; Filed, July 15, 1944; 3:48 p. m.]

[WFO 69, Amdt. 3]

PART 1405—FRUITS AND VEGETABLES

FRUIT FOR ALCOHOLIC PURPOSES

War Food Order No. 69, as amended (9 F.R. 4528), is further amended as follows:

1. By inserting after § 1405.13 (a) (11) thereof the following additional provision:

(12) "Vinegar stock" means fermenting or fermented apple juice or apple cider.

2. By deleting therefrom the provisions of § 1405.13 (b) (1) and inserting, in lieu thereof, the following:

(b) *Restrictions.* (1) Except as provided in (b) (2) hereof, no person shall use fruit in the production for sale of any product containing 7 percent, or more, of alcohol, by volume, unless authorized to use such fruit for such purpose (i) pursuant to a special or general authorization issued by the Director, or (ii) pursuant to a special authorization issued by a member of the County AAA Committee in the county where such fruit is available. An authorization, as aforesaid, by a member of the respective County AAA Committee shall be issued only with respect to a particular lot of fruit which is in fresh form and is still owned by the grower thereof, if such member determines that no market is available for such fruit for human consumption except when used in the production for sale of a product containing 7 percent, or more, of alcohol, by volume: *Provided,* That if the member of the respective County AAA Committee determines that no market is available because the fruit is unsuitable for human consumption except when used in the production for sale of such alcoholic product, such fruit shall not be released if the grower thereof failed to exercise reasonable care to prevent such fruit from becoming unsuitable for human consumption, as aforesaid, or reasonable efforts to dispose of or utilize such fruit prior to its becoming unsuitable for human consumption, as aforesaid. The issuance of any special authorization in accordance with (b) (1) (ii) hereof, to use a particular lot of fruit, shall be under the supervision of the Director and subject to such additional or other conditions as the Director may, from time to time, specify.

3. By inserting after § 1405.13 (b) (4) thereof the following additional provision:

(5) No person shall use any alcoholic product (including, but not limited to, vinegar stock) having an alcoholic content of less than 7 percent, by volume, produced from fruit, after 12:01 a. m., e. w. t., July 15, 1944, in the production of a product having an alcoholic content of 7 percent, or more, by volume.

This amendment shall become effective at 12:01 a. m. e. w. t., July 15, 1944. With respect to violations, rights accrued, liabilities incurred, or appeals taken under said War Food Order No. 69, as amended, prior to the effective time of the provisions hereof, the provisions of said War Food Order No. 69, as amended, in effect prior to the effective time hereof shall be deemed to continue in full force and effect for the purpose of sustaining any proper suit, action, or other proceeding with regard to any such violation, right, liability, or appeal.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 14th day of July 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 44–10469; Filed, July 14, 1944; 3:31 p. m.]

[WFO 108]

PART 1405—FRUITS AND VEGETABLES

BARTLETT PEARS GROWN IN CERTAIN DISTRICTS OF CALIFORNIA

The fulfillment of requirements for the defense of the United States will result in a shortage in the supply of Bartlett pears for defense, for private account, and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 1405.45 *Restrictions relative to the shipment of pears*—(a) *Definitions.* (1) "Bartlett pears" means any and all strains of Bartlett pears grown in any district described in (a) (5) hereof.

(2) "Person" means any individual, partnership, association, corporation, business trust, or any organized group of persons whether incorporated or not.

(3) "Ship" means to ship by common carrier or private carrier, from a point within the district of production to a point outside thereof, Bartlett pears for sale for fresh consumption.

(4) "Shipper" means any person who ships Bartlett pears for his account or for the account of another person.

(5) "District" means any one of the following described geographical areas within the State of California:

(i) "Central Sacramento Valley District" includes and consists of Sutter County, Butte County, and Yuba County.

(ii) "Sacramento River District" includes and consists of Sacramento County, that portion of Yolo County east and south of a straight line from the northwest corner of Sacramento County to the northeast corner of Solano County, and that portion of Solano County east of a straight line from the northeast corner of Solano County to the town of Rio Vista.

(iii) "Solano District" includes and consists of that portion of Yolo County not included in the Sacramento River District, and that portion of Solano County not included in the Sacramento River District.

(iv) "Contra Costa District" includes and consists of Contra Costa County.

(v) "Santa Clara District" includes and consists of Alameda County, Monterey County, Santa Clara County, San Mateo County, Santa Cruz County, and San Benito County.

(vi) "North Coast District" includes and consists of Mendocino County, Humboldt County, Trinity County, and Del Norte County.

(vii) "North Bay District" includes and consists of Sonoma County, Napa County, and Marin County.

(6) "Director" means the Director of Distribution, War Food Administration.

(7) "Canned Bartlett pears" means Bartlett pears which have been packed in any form, either separately or in combination with other fruits, for commercial purposes in hermetically sealed metal or glass containers and sterilized in the containers by the use of heat.

(8) "Canner" means any person who produces canned Bartlett pears.

(9) "Season" means the period from April 1 of any year through March 31 of the succeeding year.

(b) *Restrictions.* (1) No shipper may, during the season beginning April 1, 1944, except as otherwise provided herein, ship any Bartlett pears produced in any district in excess of 100 percent of the quantity of such pears, produced in the same district, shipped by such shipper during the season beginning April 1, 1942: *Provided,* That the Director may, from time to time, increase the aforesaid percent. Any person who has shipped Bartlett pears in excess of the quantity herein prescribed, prior to the effective date hereof, shall not, however, be deemed to have violated the provisions of this order.

(2) The Director may authorize any person to ship any Bartlett pears in addition to the Bartlett pears which he may ship pursuant to (b) (1) or (b) (3) hereof, if (i) the Bartlett pears are not suitable for canning, (ii) no suitable market exists for the Bartlett pears in the canning outlet by such date as the Director shall determine and announce with respect to each district, or (iii) such shipment should, for any other reason the Director may deem necessary, be made in order to effectuate the purposes of this order.

(3) The Director may, notwithstanding any other provision hereof, if he deems that such will tend to effectuate the purposes of this order, issue general authorizations from time to time permitting the shipment of any or all grades or sizes of Bartlett pears, produced in specified areas, or certain quantities thereof which may be shipped.

(4) The restrictions hereunder shall be complied with by each person affected by this order without regard to the rights of creditors, existing contracts, or payments made.

(5) The Director may require any shipper to have any lot of Bartlett pears inspected by an authorized representative of the Federal-State inspection service prior to the shipment of such pears; and the shipper shall submit promptly to the Fruit and Vegetable Branch, 220 Federal Building, P. O. Box #230, Sacramento, California, a Federal-State shipping point inspection certificate, covering each such lot or shipment of Bartlett pears, stating the grade and the size of the pears contained in such lot or shipment.

(c) *Audits and inspection.* The Director shall be entitled to make such audit or inspection of the books, records and other writings, premises, or stocks of fresh or canned Bartlett pears of any person, and to make such investigations, as may be necessary or appropriate in the Director's discretion, to the enforcement or administration of the provisions of this order.

(d) *Records and reports.* Each canner shall report to the Fruit and Vegetable Branch, Office of Distribution, War Food Administration, Room 220 Federal Building, P. O. Box 230, Sacramento, California, within 48 hours after the effective date of this order and every 48 hours thereafter, with respect to each district, the cumulative quantity of Bartlett pears produced in the district which he has contracted to purchase for canning plus the quantity of Bartlett pears produced in the district which he will use to produce canned Bartlett pears but which will not be covered by purchase contracts. Whenever a canner has procured by purchase or otherwise his total canning supplies of Bartlett pears in any district he is not required to file additional reports for that district after he has submitted a complete report for the season for that district. The Director shall be entitled to obtain such other information from, and require such other reports and the keeping of such records by, any person, as may be necessary or appropriate, in the Director's discretion, to the enforcement or administration of the provisions of this order.

(e) *Petition for relief from hardship.* Any person affected by this order who considers that compliance herewith would work an exceptional and unreasonable hardship on him may apply in writing for relief to the Director, setting forth in such petition all pertinent facts and the nature of the relief sought. The Director may thereupon take such action as he deems appropriate, which action shall be final.

(f) *Violations.* Any person who violates any provision of this order may, in accordance with the applicable procedure, be prohibited from receiving, making any deliveries of, or using the material subject to priority or allocation control pursuant to this order. In addition, any person who wilfully violates any provision of this order is guilty of a crime and may be prosecuted under any and all applicable laws. Further, civil action may be instituted to enforce any liability or duty created by, or to enjoin any violation of, any provision of this order.

(g) *Delegation of authority.* The administration of this order and the powers vested in the War Food Administrator, insofar as such powers relate to the administration of this order, are hereby delegated to the Director. The Director is authorized to redelegate to any employee of the United States Department of Agriculture any or all of the authority vested in him by this order.

(h) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, except as provided herein, or unless instructions to the contrary are issued by the Director, be addressed to the Director of Distribution, War Food Administration, Washington 25, D. C., Ref. WFO 108.

(i) *Effective date.* This order shall become effective at 12:01 a. m., p. w. t., July 19, 1944.

NOTE: All reporting and record-keeping requirements of this order have been approved by, and subsequent reporting and record-keeping requirements will be subject to the approval of, Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 15th day of July 1944.

GROVER B. HILL,
First Assistant
War Food Administrator.

[F. R. Doc. 44-10525; Filed, July 15, 1944; 3:48 p. m.]

[WFO 94, Amdt. 4]

PART 1461—OILSEEDS

TRANSFER OF DOMESTIC FLAXSEED

War Food Order No. 94, as amended (9 F.R. 2323, 4319, 5333, 6249, 6851), is further amended to read as follows:

§ 1461.1 *Restrictions on transfer of domestic flaxseed*—(a) *Definitions.* (1) "Domestic flaxseed" means flaxseed grown in the continental United States.

(2) "Designated area" includes the States of California, Illinois, Iowa, Kansas, Minnesota, Ohio, Oklahoma, Oregon, Texas, Wisconsin, and Erie County in the State of New York.

(3) "Person" means any individual, partnership, association, business trust, corporation, or any organized group of persons whether incorporated or not.

(4) "Director" means the Director of Distribution, War Food Administration.

(b) *Restrictions.* Except as otherwise authorized by the Director, no person shall transfer domestic flaxseed from the designated area to any place not included within the designated area.

(c) *Contracts.* The provisions of this order and of all orders or regulations issued pursuant thereto shall be observed without regard to contracts heretofore or hereafter made, or any rights accrued or payments made thereunder.

(d) *Records and reports.* (1) The Director shall be entitled to obtain such information from and require such reports and the keeping of such records by any person as may be necessary or appropriate, in his discretion, to the enforcement or administration of the provisions of this order.

(2) Every person subject to this order shall, for at least two years (or for such period of time as the Director may designate), maintain an accurate record of his transactions in flaxseed.

(e) *Audits and inspections.* The Director shall be entitled to make such audit or inspection of the books, records, and other writings, premises or stocks of flaxseed of any person, and to make such investigations as may be necessary or appropriate, in his discretion, to the enforcement or administration of the provisions of this order.

(f) *Petition for relief from hardship.* Any person affected by this order who considers that compliance herewith would work an exceptional or unreasonable hardship upon him may file a petition for relief with the Order Administrator. Petitions shall be in writing and shall set forth all pertinent facts and the nature of the relief sought. The Order Administrator may take any action with reference to such petition which is consistent with the authority delegated to him by the Director. If the petitioner is dissatisfied with the action taken by the Order Administrator, he may, by request addressed to the Order Administrator, obtain a review of such action by the Director. After said review, the Director may take such action as he deems appropriate, which action shall be final.

(g) *Violations.* Any person who violates any provision of this order may, in accordance with the applicable procedure, be prohibited from receiving, making any deliveries of, or using flaxseed. Any person who wilfully violates any provision of the order is guilty of a crime and may be prosecuted under any and all applicable laws. Civil action may also be instituted to enforce any liability or duty created by, or to enjoin any violation of, any provision of this order.

(h) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall be addressed to the Order Administrator, War Food Order No. 94, Fats and Oils Branch, Office of Distribution, War Food Administration, Washington 25, D. C.

(i) *Delegation of authority.* The administration of this order, and the powers vested in the War Food Administrator, insofar as such powers relate to the administration of this order, are hereby delegated to the Director. The Director is authorized to redelegate to any employee of the United States Department of Agriculture any or all of the authority vested in him by this order.

(j) *Effective date.* This order shall become effective at 12:01 a. m., e. w. t., July 15, 1944.

With respect to violations, rights accrued, liabilities incurred, or appeals taken under War Food Order No. 94, as amended, prior hereto, all provisions of said War Food Order No. 94, as amended, in effect prior hereto shall be deemed to remain in full force and effect for the purpose of sustaining any proper suit, action, or other proceeding with respect to any such violation, right, liability, or appeal.

NOTE: All reporting and record-keeping requirements of this order have been approved by, and subsequent reporting and record-keeping requirements will be subject to the approval of, Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 15th day of July 1944.

GROVER B. HILL,
First Assistant
War Food Administrator.

[F. R. Doc. 44-10527; Filed, July 15, 1944; 3:48 p. m.]

[WFO 74, Amdt. 2]

PART 1598—GENERAL REGULATIONS

LICENSED SHIP SUPPLIERS PERMITTED TO BUY SET-ASIDE AND RESTRICTED FOOD

War Food Order No. 74, as amended, 9 F.R. 4319, 4321 (formerly Food Distribution Regulation No. 3, as amended, 8 F.R. 13880, 8 F.R. 14017, 8 F.R. 15655), is hereby further amended to read as follows:

§ 1598.7 *Purchase and sale of set-aside and restricted food by licensed ship suppliers*—(a) *Definitions.* For the purposes of this order:

(1) "Ship operator" means any person conducting the business of vessels for the account of the United States under a general agency form of service agreement approved by the Administrator of the War Shipping Administration; or operating, as the owner or owner's agent, a vessel time chartered to the United States, represented by the Administrator of the War Shipping Administration; or operating a vessel, the services of which are employed by the United States, represented by the Administrator of the War Shipping Administration; or operating a vessel designated by the War Shipping Administration, which is owned, chartered, or operated by any allied or neutral country.

(2) "Set-aside food" means that portion of any of the foods listed in Schedule A hereof, as amended from time to time, held by any person pursuant to a food order.

(3) "Restricted food" means that portion of any of the foods listed in Schedule B hereof, as amended from time to time, which a person restricted by a food order has sold or may sell without such sales being charged against his quota under the food order.

(4) "Designated food" means that portion of any of the foods listed in Schedule C hereof, as amended from time to time, held by any person pursuant to a food order.

(5) "Person" means any individual, partnership, association, business trust, corporation, or any organized group of persons, whether incorporated or not, and includes the States and their political subdivisions and agencies. Separate branches or outlets of any firm shall be considered separate persons.

(6) "Director" means the Director of Distribution, War Food Administration.

(7) "Ship supplier" means any person who during the last six months of 1942 was regularly engaged in operating a bona fide business of supplying foodstuffs directly to ship operators for ship stores.

(8) "Ship stores inventory" means that quantity of set-aside, restricted, and designated food which the ship supplier has obtained for sale as ship stores by use of certificates under this order, under War Food Order No. 73, as amended, 9 F.R. 4321, 4319 (formerly Food Distribution Regulation No. 2, as amended, 8 F.R. 7523, 8 F.R. 15655), or by special authorization from the Director, and which is (i) owned by him and in his possession, (ii) in transit to him, (iii) on consignment to him and in his possession, or (iv) in storage subject to his disposition. It also includes all food purchased or ordered by a ship supplier through the use of certificates under this order which has not been delivered, and includes foods bought through a ship supplier but to be delivered directly to the ship operator by the person from whom it was ordered by the ship supplier.

(9) "Ship stores quota" means a quantity of any set-aside, restricted, or designated food equal to the total quantity of such food sold directly to ship operators by a ship supplier (each outlet considered separately), during any two calendar months during the period July 1, 1942 to June 30, 1943.

(b) *License required of ship suppliers.* A ship supplier in order to obtain any set-aside, restricted, or designated foods for delivery to ship operators must hold a valid and effective license under the provisions of this order. Separate licenses are required for each outlet selling food for ship stores regardless of common ownership of two or more of such outlets.

(c) *Issuance of licenses.* All applications for licenses under this order shall be submitted on such forms and contain such information as the Director may require. Application forms may be obtained from regional offices of the Office of Distribution, War Food Administration, or regional offices of War Shipping Administration. Applications shall be submitted to the War Shipping Administration for approval. Upon the receipt of an application properly executed, and approved by the War Shipping Administration, the Director shall issue the license unless he has reason to believe that the applicant did not, cannot, or will not comply with the provisions of this order. Licenses issued hereunder may not be transferred in any manner. At any time the War Shipping Administration may withdraw its approval given hereunder, and thereupon shall advise the Director promptly.

(d) *Sales of food acquired under this order by ship suppliers.* A licensed ship supplier may sell or deliver food contained in his ship stores inventory only to a ship operator for immediate delivery on board a vessel, or to another licensed ship supplier who furnishes the certificate provided for in this order. Licensed ship suppliers shall not sell or deliver any such food to any other person or to any ship operator for purposes other than immediate delivery on board a vessel.

(e) *Acquisition of set-aside and restricted food by ship suppliers.* The ship stores inventory of any set-aside, restricted, or designated food of any licensed ship supplier may not exceed his ship stores quota. Within this limitation, and not otherwise, licensed ship suppliers may purchase set-aside and restricted food pursuant to this order. A ship supplier may not acquire any item of food under this order unless he has a ship stores quota for that item of food. If, on the effective date of a license issued under this order, a licensed ship supplier has a total ship stores inventory greater than his ship stores quota, he shall not purchase any of the kinds of set-aside, restricted, or designated food which he holds in excess of his ship stores quota until he has reduced his holdings below his ship stores quota.

(f) *Certifications.* Licensed ship suppliers shall attach to each of their purchase orders for set-aside and restricted food under this order a certificate in substantially the following form:

I hereby certify and represent to the War Food Administrator and to the seller that the quantities of the commodities listed herein and included in the attached purchase order are and may be ordered pursuant to the provisions of WFO 74, with the terms of which I am familiar.

Date _____ Name of firm _____

Address _____

License number _____ Authorized representative _____

This certificate shall not be used for purchases of other than set-aside, restricted, or designated food for sale as ship stores. This certificate must also be attached to all requests for transfers of food between divisions, branches, or outlets of one firm or company.

(g) *Sales of set-aside, restricted, and designated food to ship suppliers.* Notwithstanding the provisions of any food order now or hereafter issued, unless specifically prohibited therein, any licensed ship supplier may purchase set-aside, restricted, or designated food for sale as ship stores from any person and any person may sell or deliver set-aside, restricted, or designated food for sale as ship stores to licensed ship suppliers: *Provided,* That all such purchases are certified as provided in paragraphs (f) and (h). All such sales or deliveries may be reported and considered by the sellers in the same manner as sales to the War Shipping Administration. Purchases of set-aside, restricted, and designated food by licensed ship suppliers for purposes other than sale to ship operators are unaffected by this order.

(h) *Acquisition of designated food by ship suppliers.* Designated food may be purchased by licensed ship suppliers only by complying with provisions of paragraphs (e), (f), and (g) hereof and, in addition thereto, by securing special authorization therefor from the Director. Applications for such authorization shall be sent to the Director and shall specify the items desired and the quantity, quality, and container size desired. The name of the person from whom it is proposed to buy these foods shall also be stated. Applications may be made by mail or by telegraph. The certificate used for the purchase of designated food shall contain the following statement in addition to the statement prescribed by paragraph (f) hereof:

The purchase of all designated food listed hereon has been authorized by the Director of Distribution, War Food Administration.

(i) *Purchases from intermediate distributors.* A ship supplier may purchase set-aside and restricted food for ship stores directly from the person who is required to set aside food or who is restricted by any food order, or may purchase such food indirectly from jobbers, wholesalers, or other intermediate distributors. Where such purchases are made indirectly, the intermediate distributor shall make copies of the certificates provided in paragraph (f) hereof, certified by him to be correct, or may make lists of all or part of the food items on such certificates, certified by him to be correct. Any person may sell to any intermediate distributor the quantities of set-aside food or restricted food covered by such certified copy or certified list furnished to him and may treat such sales in the same manner as sales of ship stores made directly to licensed ship suppliers.

(j) *Change in ship stores quotas.* (1) When recommended by the War Shipping Administration, the Director may authorize an emergency increase in the ship stores quota of any licensed ship supplier. The Director may limit the duration of such increase.

(2) The Director may increase or reduce the ship stores quota of any licensed ship supplier, and may establish a ship stores quota for any licensed ship supplier.

(k) *Stockpiles established at the request of the War Shipping Administration.* None of the provisions of this regulation shall apply to any acquisition or disposition by licensed ship suppliers of food acquired by them for stockpiling purposes pursuant to written instruc-

tions concerning these stockpiling operations, issued by the War Shipping Administration, and subject to the direction and control of the War Shipping Administration.

(l) *Records and reports.* (1) Every licensed ship supplier must submit a report on form FDR 3–2 to Administrator, WFO 74, War Food Administration, Washington 25, D. C., not later than the 10th day of each calendar month, which report shall give data relative to food handled under the order during the preceding calendar month.

(2) The Director shall be entitled to obtain such other information from and require such other reports and the keeping of such records by any person as may be necessary or appropriate in his discretion to the enforcement of the provisions of this order.

(3) Every person subject to this order shall, for at least two years (or for such other period of time as the Director may designate), maintain an accurate record of his transactions in set-aside, restricted, and designated food, and a record of his ship stores inventory at the end of each calendar month. Every person receiving certificates or lists as provided in paragraphs (d), (g), and (i) hereof, shall preserve them for at least two years.

(m) *Audits and inspections.* The Director shall be entitled to make such audit or inspection of the books, records and other writings, premises and inventories of any person affected by this order and to make such investigations as may be necessary or appropriate, in his discretion, to the enforcement or administration of the provisions of this order.

(n) *Petition for relief from hardship.* Any person affected by this order who considers that compliance herewith would work an exceptional and unreasonable hardship on him may apply, in writing, for relief to the Director, setting forth in such petition all pertinent facts and the nature of the relief sought. The Director may thereupon take such action as he deems appropriate and such action shall be final.

(o) *Revocation of license.* At any time, the Director may suspend or revoke the license granted under this order to any licensed ship supplier. Upon being notified by the War Shipping Administration that it has withdrawn its approval under the provisions of paragraph (c) of this order with respect to any licensee hereunder, the Director shall revoke the license of that licensee. A ship supplier whose license is suspended or revoked by the Director shall dispose of his ship stores inventory according to instructions issued by the Director.

(p) *Violations.* The Director may prohibit any person who violates any provision of this order from receiving, making any deliveries of, or using any materials listed in Schedule A, Schedule B, or Schedule C hereof, or as such schedules may hereafter be amended. In addition, any person who wilfully violates any provision of this order is guilty of a crime and may be prosecuted under any or all applicable laws. Civil action may also be instituted to enforce any liability or duty created by, or to enjoin any violation of, any provision of this order.

(q) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise directed, be addressed to: Administrator, WFO 74, War Food Administration, Washington 25, D. C.

(r) *Territorial extent.* This order applies to all persons in the forty-eight States, the District of Columbia, the territories, and the possessions of the United States.

(s) *Delegation of authority.* The administration of this order and the powers vested in the War Food Administrator, insofar as such powers relate to the administration of this order, are hereby delegated to the Director. The Director is authorized to amend the schedules to this order and is authorized to redelegate to any person within the United States Department of Agriculture any or all of the authority vested in him by this order.

(t) *Effective date.* The provisions of this amendment shall become effective at 12:01 a. m., e. w. t., July 15, 1944. With respect to violations of said War Food Order No. 74, as amended, rights accrued, or liabilities incurred thereunder prior to the effective time of this amendment, said War Food Order No. 74, as amended, shall continue in full force and effect for the purpose of sustaining any suit, action or other proceeding with respect to any such violation, right or liability.

NOTE: All reporting and record-keeping requirements of this order have been approved by, and subsequent reporting and record-keeping requirements will be subject to the approval of, Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 14th day of July 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

SCHEDULE A

Set-aside foods:	*Applicable War Food Order*
American (Cheddar) cheese	15
Beef	75–2
Dried Skim Milk	54
Rice	10
Butter	2

SCHEDULE B

Restricted foods:	
Frozen dairy foods	8
Fats and oils (excluding lard). (Limited to salad and cooking fats, shortening and compounds, margarine, and soap (bar soap and soap powder))	42
Honey	47
Imported salted fish	72
Milk, Milk by-products, and cream	79
Molasses	51
Peanuts and peanut butter	89
Spices	19
Tea	18
Dried Milk (Excepting skim)	93
Cheese and Cheese Foods (Excepting Cheddar, cottage, pot and bakers)	92

SCHEDULE C

Designated foods:	
Canned fish and shellfish (Limited to Maine and California sardines, salmon, mackerel)	44

SCHEDULE C—Continued

Designated foods—Con.	*Applicable War Food Order*
Canned fruits and fruit juices (Limited to apples, apricots, berries, red sour pitted cherries, figs, fruit-cocktail, grapefruit, peaches, pears, pineapple, orange juice, grapefruit juice, orange and grapefruit juice, and pineapple juice)	22–5, 6
Canned vegetables and vegetable juices (Limited to asparagus, lima beans, snap beans, beets, carrots, corn, peas, pumpkin and squash, spinach, tomatoes, tomato puree, tomato paste, tomato juice, and tomato catsup)	22–6
Dehydrated vegetables (Limited to onions)	30
Dried fruits (Limited to apples, apricots, pears, peaches, prunes, and raisins)	16

[F. R. Doc. 44–10470; Filed, July 14, 1944; 3:31 p. m.]

TITLE 8—ALIENS AND NATIONALITY

Chapter II—Office of Alien Property Custodian

[G. O. 21, As Amended]

PART 503—GENERAL ORDERS

EXTENSION OF TIME FOR FILING NOTICES OF CLAIM UNDER VESTING ORDERS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, determining that it is in the national interest to extend the time for filing notices of claim under vesting orders as hereinafter set forth, and that adherence to a period of limitation expiring prior to December 1, 1944, may cause undue hardship or inequity to claimants, hereby further amends General Order No. 21 to read as follows:

§ 503.21 *General Order No. 21.* (a) Without limitation by reason of any provision as to a specified claim period in any vesting order heretofore issued, any person, except a national of a designated enemy country, asserting any claim arising as a result of a vesting order, may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, at any time up to and including December 1, 1944, or within such further time as may be provided in any such order or on application or otherwise.

(b) The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

(40 Stat. 411, 50 U.S.C. App.; 55 Stat. 839, 50 U.S.C. App. (Supp. 1942); E.O. 9193, 7 F.R. 5205)

Executed at Washington, D. C., on July 12, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10549; Filed, July 17, 1944; 10:53 a. m.]

TITLE 10—ARMY: WAR DEPARTMENT

Chapter III—Claims and Accounts

PART 308—ALLOTMENTS OF PAY

DEDUCTIONS FOR SUPPORT OF DEPENDENTS

Section 308.7 (c) (d) and (e) (8 F.R. 580) are rescinded and the following substituted therefor:

§ 308.7 *Deductions for support of dependents.* * * *

(c) *Effective date.* The final payment of class X allotments will be made by disbursing officers against deductions from pay for the pay month of August 1944, regardless of month in which pay is settled. Effective 1 September 1944, payment of class E allotments to dependents residing overseas, regardless of location of the allotter, is authorized and will be processed under the class E allotment procedures, starting with payments made for the month of September 1944.

(d) *Payments.* Payment of class E allotments will be made to allottees residing in foreign countries as follows:

(1) By check mailed from the Office of Dependency Benefits to those countries where payment in United States currency is not blocked.

(2) In local currency by appropriate disbursing officers (or by military attache where there is no disbursing officer) in the theater or country of residence of the allottee, where payment in United States currency is blocked by Treasury Department regulations.

(3) Allotments to dependents having residence in countries where payment is blocked in any currency are unauthorized. An exception will be made where allotments are required (see Army Regulations), and in such exceptional cases allotments will be accepted and processed, but the checks drawn to the order of the allottees will be sent to the Treasury Department where the proceeds will be held in trust until claimed at a later date. (Sec. 16, 30 Stat. 981; 40 Stat. 384; 52 Stat. 354; 10 U. S. C. 894) [Par. 29, AR 35–5520 C3, 1942 as amended by W. D. Cir. 253, 20 June 1944].

[SEAL] J. A. ULIO,
Major General,
The Adjutant General.

[F. R. Doc. 44–10488; Filed, July 14, 1944; 4:53 p. m.]

TITLE 14—CIVIL AVIATION

Chapter I—Civil Aeronautics Board

[Regs., Serial No. 514]

PART 292—EXEMPTIONS AND CLASSIFICATIONS

ALASKAN AIR CARRIERS

Adopted by the Civil Aeronautics Board at its office in Washington, D. C., on the 13th day of July 1944.

The Civil Aeronautics Board, acting pursuant to the Civil Aeronautics Act of 1938, as amended, particularly sections 205 (a), 1001, and Title IV thereof, and deeming its action necessary to carry out the provisions of said act and to exercise its powers and perform its duties thereunder, hereby makes and promulgates the following regulation:

1. *Addition of new paragraphs.* Section 292.2 (7 F.R. 11108, 8 F.R. 15731) of the Economic Regulations is hereby amended by adding thereto the following additional paragraphs:

§ 292.2 *Classification and exemption of Alaskan air carriers.* * * *

(e) *Place of filing.* Notwithstanding the requirements of any other regulation, order, or rule of the Board, all documents authorized or required by the Civil Aeronautics Act, or any regulation, order, or rule of the Board issued thereunder, to be filed with the Board by any Alaskan air carrier or in connection with air transportation performed or sought to be performed by such carrier shall be filed with the Alaska Office of the Board. The date of filing with the Alaska Office shall constitute the date of filing with the Board.

(f) *Duplicate originals required.* In addition to the number of copies of each document required to be filed by the regulation, order, or rule under which it is filed, one additional signed copy shall be filed, and if the regulation, order, or rule under which it is filed requires verification of documents filed thereunder, said additional signed copy shall also be verified. Two signed copies will constitute duplicate originals; one duplicate original will be transmitted to the offices of the Board in Washington, D. C., by the Alaska Office, and the other will be retained in the files of the Alaska Office.

(g) *Conformity to rules.* All such documents shall in all other respects conform to the requirements of the regulation, order, or rule of the Board under which they are filed. Upon written application, stating good and sufficient reason therefor, the Director of the Alaska Office may issue a written waiver of any such requirement if he finds that such waiver will not interfere with the work of the Board and will relieve the applicant from any unnecessary burden. He may at any time require any person filing such documents to file additional copies thereof, and to make service upon persons other than those specified in the pertinent regulation, order, or rule of the Board, if he finds such requirement is necessary in the public interest or in the interest of efficiency and expedition in the work of the Board. And if he is of the opinion that a formal or informal application, complaint or petition does not sufficiently set forth the material required to be set forth by any applicable regulation, order or rule of the Board, or is otherwise insufficient, he may advise the party filing the same of the deficiency and require that any additional information be supplied by amendment. And in case he deems an answer to formal complaints and petitions desirable, he may so notify the parties.

(h) *Posting and publicity of documents.* The Alaska Office copy of all documents subject to this regulation which are required by the Act, or by the regulations, orders, or rules of the Board thereunder, to be posted in the Office of the Secretary of the Board shall be posted in the Office of the Director of the Alaska Office; and the Alaska Office copy of documents which are required by section 1103 of the act to be preserved as public records in the custody of the Secretary of the Board, shall be preserved as public records in the custody of the Director of the Alaska Office under such reasonable arrangements as he may make for public inspection thereof. Such posting and preservation as public records shall be in addition to that required of the Secretary of the Board.

(i) *Docket of Alaska Office.* A complete docket of all formal proceedings by or against persons seeking authority to engage in air transportation solely within the Territory of Alaska, shall be maintained in the offices of the Board at Washington, D. C., and in the Board's Alaska Office. Hearings and conferences in such proceedings shall be assigned, and procedural notices (other than notice of oral argument before the Board) and examiners' reports will be served, by the Alaska Office. Subject to the provisions of paragraphs (e), (f) and (g) of this section, all hearings and conferences in such proceedings shall be held in accordance with the Board's rules of practice (Part 285 of the Economic Regulations). Exceptions to the examiner's report in any such proceeding and briefs in support of such exceptions, may be filed with the Board at its offices in Washington, D. C., in which event one copy of such exceptions and briefs shall be sent by air mail to the Director of the Alaska Office by the party so filing; or may be filed with the Board at its Alaska Office, in which event they will be transmitted by that office to the Board's office at Washington, D. C. If any of the parties to any such proceedings so desire, the Director of the Alaska Office may on behalf of the Board hear oral argument upon exceptions to the examiner's report and shall transmit a transcript of such oral argument to the Board. Such oral argument before the Director of the Alaska Office shall be in lieu of oral argument before the Board.

(j) *Recommendations by Alaskan Office concerning regulations.* Unless otherwise specifically directed by the Board, the Director of the Alaska Office may submit drafts of proposed regulations, or of amendments or modifications of regulations, to the Alaskan air carriers for comment. Upon receipt of such comment, he shall transmit them, together with his recommendations, to the Board for consideration. The Board may revise any such proposed regulation, amendment or modification, and, in respect of any substantial revision, may direct the Director of the Alaska Office to submit such revision to the Alaskan air carriers for further comment.

2. *Effective date.* This amendment of § 292.2 of the Economic Regulations shall take effect on August 15, 1944: *Provided, however,* That in the event the Director of the Alaska Office certifies to the Board at any time prior to August 15, 1944, that the Board's office in Alaska is not open for business, this amendment shall not take effect unless and until the Board shall so provide by further regulation. Copy of such certification shall be served by the Director of the Alaska Office upon

each Alaskan air carrier by registered mail and upon such other persons as the Board may direct.

(Sec. 205 (a), 52 Stat. 984, 49 U.S.C. 425 (a); sec. 1001, 52 Stat. 1017, 49 U.S.C. 641; Tit. IV, 52 Stat. 987–1005, 49 U.S.C. 481–496)

By the Civil Aeronautics Board.

[SEAL] FRED A. TOOMBS, *Secretary.*

[F. R. Doc. 44–10547; Filed, July 17, 1944; 11:00 a. m.]

TITLE 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. 5066]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

JAMES JEBAILY, INC.

§ 3.6 (c) *Advertising falsely or misleadingly—Composition of goods:* § 3.66 (a 7) *Misbranding or mislabeling—Composition—Wool Products Labeling Act:* § 3.71 (a) *Neglecting, unfairly or deceptively, to make material disclosure—Composition:* § 3.71 (a) *Neglecting, unfairly or deceptively, to make material disclosure—Composition—Wool Products Labeling Act:* § 3.96 (a) *Using misleading name—Goods—Composition.* I. In connection with offer, etc., in commerce, of articles of clothing or other garments, (1) using the word "taffeta", or the word "crepe", or the word "satin", or any other descriptive term indicative of silk to designate or describe any product which is not composed entirely of silk, the product of the cocoon of the silk worm; or (2) advertising, offering for sale, or selling products composed in whole or in part of rayon without clearly disclosing such rayon content; and II, in connection with the introduction or manufacture for introduction into commerce, or the sale, transportation or distribution in commerce, misbranding articles of clothing or other "wool products" as such products are defined in and subject to the Wool Products Labeling Act of 1939, which products contain, purport to contain or in any way are represented as containing "wool", "reprocessed wool" or "reused wool" as defined therein by failing to securely affix to or place on such products a stamp, tag, label or other means of identification showing in a clear and conspicuous manner, (a) the percentage of the total fiber weight of such wool product, exclusive of ornamentation not exceeding five percentum of said total fiber weight, of (1) wool, (2) reprocessed wool, (3) reused wool, (4) each fiber other than wool where said percentage by weight of such fiber is five percentum or more, and (5) the aggregate of all other fibers; (b) the maximum percentage of the total weight of such wool product of any non-fibrous loading, filling, or adulterating matter; (c) the name of the manufacturer of such wool product; or the manufacturer's registered identification number and the name of a seller of such wool product; or the name of one or more persons introducing such wool product into commerce, or engaged in the sale, transportation, or distribution thereof in commerce, as "commerce" is defined in the Federal Trade Commission Act and the Wool Products Labeling Act of 1939; prohibited, subject to the provision, however, as to prohibition "1", that said word or descriptive term there referred to may be used truthfully to designate or describe the type of weave, construction or finish if such word is qualified by using in immediate connection or conjunction therewith in letters of at least equal size and conspicuousness words clearly and accurately naming the fibers or materials from which such product is made; to the provision, as respects said prohibition "2", that when the products there referred to are composed in part of rayon and in part of other fibers or materials, all such fibers or materials, including the rayon, shall be clearly and accurately disclosed; and to the proviso that the foregoing provisions concerning misbranding shall not be construed to prohibit acts permitted by paragraphs (a) and (b) of section 3 of the Wool Products Labeling Act of 1939; and to the further proviso, that nothing contained in this order shall be construed as limiting any applicable provisions of said act or the rules and regulations promulgated thereunder. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b; 54 Stat. 1128; 15 U.S.C., sec. 68) [Cease and desist order, James Jebaily, Inc., Docket 5066, June 14, 1944]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 14th day of June, A. D. 1944.

In the Matter of James Jebaily, Inc., a Corporation

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission and the answer of respondent, in which answer respondent admits all the material allegations of fact set forth in said complaint and states that it waives all intervening procedure and further hearing as to said facts, and the Commission having made its findings as to the facts and its conclusion that said respondent has violated the provisions of the Federal Trade Commission Act and the provisions of the Wool Products Labeling Act of 1939;

It is ordered, That the respondent James Jebaily, Inc., acorporation, its officers, representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of articles of clothing or other garments in commerce as "commerce" is defined in the Federal Trade Commission Act do forthwith cease and desist from:

1. Using the word "taffeta," or the word "crepe," or the word "satin," or any other descriptive term indicative of silk to designate or describe any product which is not composed entirely of silk, the product of the cocoon of the silk worm: *Provided, however,* That such word or descriptive term may be used truthfully to designate or describe the type of weave, construction or finish if such word is qualified by using in immediate connection or conjunction therewith in letters of a least equal size and conspicuousness words clearly and accurately naming the fibers or materials from which such product is made.

2. Advertising, offering for sale, or selling products composed in whole or in part of rayon without clearly disclosing such rayon content; and when such products are composed in part of rayon and in part of other fibers or materials, all such fibers or materials, including the rayon, shall be clearly and accurately disclosed.

It is further ordered, That respondent James Jebaily, Inc., a corporation, its officers, representatives, agents and employees, directly or through any corporate or other device, in connection with the introduction or manufacture for introduction into commerce, or the sale, transportation or distribution in commerce as "commerce" is defined in the aforesaid Acts, do forthwith cease and desist from misbranding articles of clothing or other "wool products" as such products are defined in and subject to the Wool Products Labeling Act of 1939, which products contain, purport to contain or in any way are represented as containing "wool," "reprocessed wool" or "reused wool" as those terms are defined in said Act by failing to securely affix to or place on such products a stamp, tag, label or other means of identification showing in a clear and conspicuous manner:

(a) The percentage of the total fiber weight of such wool product, exclusive of ornamentation not exceeding five percentum of said total fiber weight, of (1) wool, (2) reprocessed wool, (3) reused wool, (4) each fiber other than wool where said percentage by weight of such fiber is five percentum or more, and (5) the aggregate of all other fibers.

(b) The maximum percentage of the total weight of such wool product of any non-fibrous loading, filling, or adulterating matter.

(c) The name of the manufacturer of such wool product; or the manufacturer's registered identification number and the name of a seller of such wool product; or the name of one or more persons introducing such wool product into commerce, or engaged in the sale, transportation, or distribution thereof in commerce, as "commerce" is defined in the Federal Trade Commission Act and the Wool Products Labeling Act of 1939.

Provided, That the foregoing provisions concerning misbranding shall not be construed to prohibit acts permitted by paragraphs (a) and (b) of section 3 of the Wool Products Labeling Act of 1939; *And provided, further,* That nothing contained in this order shall be construed as limiting any applicable provisions of said act or the rules and regulations promulgated thereunder.

It is further ordered, That the respondent shall, within sixty (60) days after service upon it of this order, file with the Commission a report in writing setting forth in detail the manner and form in which it has complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON, *Secretary.*

[F. R. Doc. 44–10545; Filed, July 17, 1944; 10:04 a. m.]

[Docket No. 5081]

NATIONAL BUREAU OF MISSING HEIRS

§ 3.55 *Furnishing means and instrumentalities of misrepresentation or deception:* § 3.69 (a) *Misrepresenting oneself and goods—Business status, advantages or connections—Connections and arrangements with others:* § 3.69. (a) *Misrepresenting oneself and goods—Business status, advantages or connections—Nature, in general:* § 3.72 (n 10) *Offering deceptive inducements to purchase or deal—Terms and conditions:* § 3.96 (b) *Using misleading name—Vendor—Nature, in general.* In connection with offer, etc., in commerce, of post cards or other mailable matter, (1) using the words "National Bureau of Missing Heirs", or any other word or words of similar import, to designate, describe or refer to respondent's business; or otherwise representing, directly or by implication, that respondent's business bears any relation to estates or to the rights or interests of heirs therein; or (2) representing, directly or by implication, that respondent has connections with attorneys in principal cities; or (3) that respondent is engaged in the business of locating heirs to estates or interests therein; or (4) that respondent is engaged in the business of searching records; or (5) that persons concerning whom information is sought through respondents cards or other mailable matter, have or may have any interests in estates or any other property; or (6) selling or distributing post cards or other mailable matter which represent, directly or by implication, that respondent's business is other than that of obtaining information to be used in the collection of debts; or which represent, directly or by implication, that the information sought by means of such devices is for any purpose other than for use in the collection of debts; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order, Jannette B. Downs trading as National Bureau of Missing Heirs, Docket 5081, June 14, 1944]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 14th day of June, A. D. 1944.

In the Matter of Jannette B. Downs, an Individual

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission and testimony and other evidence taken before Arthur F. Thomas, an examiner of the Commission theretofore duly designated by it, in support of the allegations of said complaint and in opposition thereto, respondent having waived the filing of the trial examiner's report upon the evidence and briefs, and the Commission having made its findings as to the facts and its conclusion that said respondent has violated the provisions of the Federal Trade Commission Act;

It is ordered, That the respondent, Jannette B. Downs, an individual, her representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of post cards or other mailable matter in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Using the words "National Bureau of Missing Heirs", or any other word or words of similar import, to designate, describe or refer to respondent's business; or otherwise representing, directly or by implication, that respondent's business bears any relation to estates or to the rights or interests of heirs therein.

2. Representing, directly or by implication, that respondent has connections with attorneys in principal cities.

3. Representing, directly or by implication, that respondent is engaged in the business of locating heirs to estates or interests therein.

4. Representing, directly or by implication, that respondent is engaged in the business of searching records.

5. Representing, directly or by implication, that persons concerning whom information is sought through respondents cards or other mailable matter, have or may have any interests in estates or any other property.

6. Selling or distributing post cards or other mailable matter which represent, directly or by implication, that respondent's business is other that that of obtaining information to be used in the collection of debts; or which represent, directly or by implication, that the information sought by means of such devices is for any purpose other than for use in the collection of debts.

It is further ordered, That respondent shall, within sixty (60) days after service upon her of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which she has complied therewith.

By the Commission.

[SEAL] OTIS B. JOHNSON, *Secretary.*

[F. R. Doc. 44–10543; Filed, July 17, 1944; 10:04 a. m.]

TITLE 26—INTERNAL REVENUE

Chapter I—Bureau of Internal Revenue

Subchapter A—Income and Excess-Profits Taxes

[T. D. 5392]

PART 29—INCOME TAX; TAXABLE YEARS BEGINNING AFTER DECEMBER 31, 1941

DISCRETIONERY TRUSTS FOR SUPPORT AND MAINTENANCE OF DEPENDENT BENEFICIARIES OF GRANTOR

Regulations 111 amended to conform to section 134 of the Revenue Act of 1943, relating to discretionary trusts for support and maintenance of dependent beneficiaries of the grantor.

In order to conform Regulations 111 (26 CFR, Cum. Supp., Part 29) to section 134 of the Revenue Act of 1943 (Public Law 235, 78th Congress, 2nd Session), enacted February 25, 1944, such regulations are amended as follows:

PARAGRAPH 1. There is inserted immediately preceding § 29.167–1 of Regulations 111 the following:

SEC. 134. TRUSTS FOR MAINTENANCE OR SUPPORT OF CERTAIN BENEFICIARIES. (Revenue Act of 1943.)

(a) *Income for benefit of grantor.* Section 167 (relating to income for benefit of grantor) is amended by adding at the end thereof the following subsection:

(c) Income of a trust shall not be considered taxable to the grantor under subsection (a) or any other provision of this chapter merely because such income, in the discretion of another person, the trustee, or the grantor acting as trustee or cotrustee, may be applied or distributed for the support or maintenance of a beneficiary whom the grantor is legally obligated to support or maintain, except to the extent that such income is so applied or distributed. In cases where the amounts so applied or distributed are paid out of corpus or out of other than income for the taxable year, such amounts shall be considered paid out of income to the extent of the income of the trust for such taxable year which is not paid, credited, or to be distributed under section 162 and which is not otherwise taxable to the grantor.

(b) *Taxable years to which applicable—*(1) *General rule.* Except as provided in paragraph (2), the amendments made by subsection (a) shall be applicable with respect to taxable years beginning after December 31, 1942, unless a taxable year of the trust beginning in 1942 ends within a taxable year of the grantor beginning in 1943, in which case, except as provided in paragraph (2), such amendments shall not be applicable to such taxable year of the grantor.

(2) *Retroactive effect.* The amendments made by subsection (a) shall also be applicable with respect to all taxable years to which such amendments are not made applicable under paragraph (1), in the same manner as if such amendments had been a part of the revenue laws applicable to such taxable years, but only if there are filed with the Commissioner (in accordance with regulations prescribed by him with the approval of the Secretary) at such time and by such persons as may be prescribed under such regulations, signed consents that there shall be paid, at such time as the Commissioner may prescribe, all of the taxes under Chapter I of the Internal Revenue Code or under the corresponding provisions of prior revenue laws which would have been paid for the taxable years concerned if such amendments had been a part of the revenue laws applicable to such taxable years.

(3) *Deficiencies and overpayments.* The period of limitations provided in sections 275 and 276 of the Internal Revenue Code or corresponding provisions of a prior revenue law on making of assessments and the beginning of distraint or a proceeding in court for collection shall with respect to any deficiency resulting from any such consents include one year immediately after the date such consents were filed, and such assessment and collection may be made notwithstanding any provision of the internal revenue laws or any rule of law which would otherwise prevent such assessment and collection. The period within which claim for credit or refund may be filed, or credit or refund allowed or made if no claim is filed, with respect to any overpayment by the grantor resulting from the consents shall include one year immediately after the date of the filing of the consents, and credit or refund may be allowed or made notwithstanding any provision or rule of law (other than this subsection, section 3760 of the Internal Revenue Code or a corresponding provision of prior law, relating to closing agreements, and section 3761 of the Internal Revenue Code or a corresponding provision of prior law, relating to compromises) which

would otherwise prevent such credit or refund. No interest shall be allowed or paid on any overpayment, or assessed on any deficiency, resulting from the application of paragraph (2) of this subsection.

PAR. 2. Section 29.167–1 is amended as follows:

(A) By striking out the parenthetical clause in the third paragraph of paragraph (b) and inserting in lieu thereof the following: "(except as provided in section 22 (k), 167 (c), or 171)".

(B) By striking out the last sentence of the fourth paragraph of paragraph (b).

PAR. 3. There is added immediately following the last paragraph of § 29.167–1 the following new sections:

§ 29.167–2 *Discretionary trusts for maintenance or support of certain beneficiaries.* Section 167 (c) provides that income shall not be taxable to the grantor under section 167 (a) or any other provision of chapter 1 of the Internal Revenue Code merely because such income, in the discretion of another person, the trustee, or the grantor acting as trustee or cotrustee, may be applied or distributed for the support or maintenance of a beneficiary, such as the wife or child of the grantor, whom he is legally obligated to support, except to the extent that such income is actually so applied or distributed. Where income has actually been so applied, such income is taxable to the grantor, whether or not the trust income may also be applied or distributed for purposes other than the maintenance or support of a beneficiary whom the grantor is legally obligated to support.

The grantor of a trust continues to be taxable under section 167 with respect to such income as may, in the discretion of persons lacking a substantial adverse interest, be applied in discharge of his obligations other than his obligation of support or maintenance falling within section 167 (c). Thus, if the grantor creates a trust, the income of which may, in the discretion of a person lacking a substantial adverse interest, be applied in the payment of the grantor's debts, including the payment of his rent or other household expenses, such income is taxable to the grantor regardless of whether it is actually so applied.

Section 167 (c) is not applicable if discretion to apply or distribute the trust income rests solely in the grantor or in the grantor in conjunction with other persons unless the grantor has such discretion as trustee.

Section 167 (c) does not affect the present scope of sections 22 (k) and 171 (relating to alimony and separate maintenance payments taxable to a wife or former wife). Nor does section 167 (c) alter the provisions governing the taxability of trust income to the grantor under some other provision of law, as for example, section 22 (a).

Section 167 (c) has no application where, under the terms of the trust, income is required to be applied to the support or maintenance of a beneficiary whom the grantor is legally obligated to support.

Section 167 (c) provides that in those cases where amounts applied or distributed for support or maintenance of beneficiaries whom the grantor is legally obligated to support are paid out of corpus or out of other than income for the taxable year such amounts are to be considered paid out of income to the extent of the income of the trust for such taxable year which is not paid, credited, or to be distributed under section 162 and which is not otherwise taxable to the grantor. For example, a trust indenture provides for the annual payment of income, not exceeding $7,000, to the grantor's adult son whom he is not legally obligated to support; for the payment of premiums on policies of insurance on the life of the grantor in an amount not to exceed $3,000 per annum; and for the application, in the trustee's discretion, of any part of the remaining income or of corpus for the support of the grantor's minor daughter. The entire income for the taxable year is $12,000, the trustee pays $7,000 of such income to the son and $3,000 thereof for insurance premiums, and $6,000 is applied for the support of the minor daughter. The grantor is taxable under section 167 (c) with respect to $2,000 of the sum applied to the support of the daughter, whether paid out of income or out of principal ($12,000 less $7,000 paid, credited or distributed under section 162, and less $3,000 taxable to the grantor under section 167 (a) (3)).

Section 167 (c) is applicable with respect to taxable years beginning after December 31, 1942, unless a taxable year of the trust beginning in 1942 ends within a taxable year of the grantor beginning in 1943, in which case the section shall not be applicable to such taxable year of the grantor except as provided in § 29.167–3. Thus, if the returns of the trust are made on the basis of a fiscal year ending June 30, and the grantor's returns are made on the calendar year basis, section 167 (c) will be effective with respect to the trust commencing with its fiscal year beginning July 1, 1943. Since the grantor's return for the calendar year 1943 includes the income of the trust's fiscal year beginning on July 1, 1942, and ending on June 30, 1943, the amendments will first be applicable with respect to the grantor to his calendar year 1944.

If section 167 (c) is not invoked retroactively by the filing of consents, as provided in § 29.167–3, the grantor must include in his tax returns for taxable years beginning prior to January 1, 1943, and for a taxable year beginning in 1943 in a case described in the next preceding paragraph all the income of the trust which, in the discretion of persons lacking a substantial adverse interest, could be applied for the support or maintenance of beneficiaries whom the grantor was legally obligated to support, regardless of whether the income was so applied. The grantor, however, is not taxable on such unapplied income of the trust for those taxable years covered by any agreement entered into with the Commissioner pursuant to the provisions of I. T. 3609, Internal Revenue Bulletin 1943–10, p. 40.

§ 29.167–3 *Retroactive application of section 167 (c).* Except for taxable years of the grantor for which allowance of credit or refund for any overpayment of tax by the grantor is barred by section 3760 of the Internal Revenue Code or a corresponding provision of prior law, relating to closing agreements, or section 3761 of the Internal Revenue Code or a corresponding provision of prior law, relating to compromises, the grantor may elect to have section 167 (c) applied retroactively upon the proper filing of consents for any taxable period of the grantor notwithstanding any other provision of the revenue laws or any rule of law, such as a prior judicial determination of the tax for the taxable period of the grantor. The election to have the section so applied is made by filing in duplicate with the Commissioner of Internal Revenue at Washington, D. C., written consents to the payment of all taxes under chapter 1 of the Internal Revenue Code or under the corresponding provisions of prior revenue laws which would have been paid for the taxable years covered by the consents if section 167 (c) had been a part of the revenue laws applicable to such taxable years.

Such consents must be filed on or before whichever of the following dates is the later: (1) January 1, 1945, or (2) six months after the due date of the return of the grantor for his last taxable year to which section 167 (c) is not applicable unless the required consents are filed. Such consents must be executed by the fiduciary of the trust and all beneficiaries who would have been taxable on any income of the trust if the provisions of section 167 (c) had been a part of the revenue laws applicable to the years for which the consents are filed. If any person required to sign a consent is not in existence or is under legal disability, the consent must be signed by his legal representative. Amended returns shall accompany the consents when filed and the payment of any tax shown by such returns to be due shall be made at that time. There shall also be filed with the consents (1) a statement by the fiduciary and each beneficiary, to the extent such parties may be entitled to refund or credit by reason of the taxability of the trust income to the grantor under the rule of Helvering v. R. Douglas Stuart (317 U. S. 154), whereby they agree not to file or prosecute any claim for refund or credit based upon such ground and (2) a statement by the grantor agreeing to indemnify the Commissioner with respect to any such refund or credit. The Commissioner may grant a reasonable extension of time for the making of the election, if request for such extension is filed with the Commissioner prior to the date heretofore fixed for the filing of the consent or within a reasonable time thereafter, and a showing is made to his satisfaction (1) that unusual circumstances exist, such as a case involving taxation of the grantor under the rule of Helvering v. Clifford, 309 U. S. 331, and (2) that the granting of the extension will not jeopardize the interests of the Government.

Consents filed must be applicable to all taxable years of the trust or beneficiaries corresponding to those taxable years of the grantor for which the grantor requests retroactive application of section 167 (c). Such consents must also be applicable to all other taxable years of the trust or beneficiaries for which the filing of a claim for credit or refund by the trust or beneficiaries is not barred by any provision or rule of law or with respect to which the allowance of a credit or refund to the trust or beneficiaries without the filing of a claim is not so barred.

The period of limitations on making of assessments and the beginning of distraint or a proceeding in court for collection shall with respect to any deficiency resulting from the filing of consents include one year immediately after the filing of the consents and such assessment and collection may be made notwithstanding any provision of the internal revenue laws or any rule of law (such as a prior judicial determination of the tax for the taxable period of the person signing the consent) which would otherwise prevent such assessment and collection.

The period within which claim for credit or refund may be filed, or credit or refund allowed or made if no claim is filed, with respect to any overpayment by the grantor resulting from the consents, shall include one year immediately after the date of the filing of the consents, and credit or refund may be allowed or made notwithstanding any provision or rule of law (other than section 134 (b) of the Revenue Act of 1943, sections 3760 and 3761 of the Internal Revenue Code or corresponding provisions of prior laws) which would otherwise prevent such credit or refund.

No interest shall be allowed or paid on any overpayment or assessed on any deficiency resulting from the filing of the consents.

The acceptance by the Commissioner of the filing of consents, and of any payment of tax accompanying the consents, shall not preclude the Commissioner from asserting that the grantor is taxable on income of the trust for the taxable years involved under some provision of law other than section 167 (c).

Regulations 103 and prior income tax regulations are amended by incorporating therein the provisions of §§ 29.167–2 and 29.167–3 of Regulations 111 to the extent necessary to accord with section 134 of the Revenue Act of 1943 as applicable to years beginning prior to January 1, 1942.

(Sec. 134, Rev. Act of 1943 (Pub. Law 235, 78th Cong.), enacted Feb. 25, 1944, and secs. 62 and 167, I.R.C. (53 Stat. 32, 68, 26 U.S.C., 1940 ed., 62, 167))

HERBERT E. GASTON,
Acting Commissioner of Internal Revenue.

Approved: July 15, 1944.

JOHN L. SULLIVAN,
Acting Secretary of the Treasury.

[F. R. Doc. 44–10529; Filed, July 15, 1944; 4:05 p. m.]

[T. D. 5391]

PART 29—INCOME TAX; TAXABLE YEARS BEGINNING AFTER DECEMBER 31, 1941

PART 35—EXCESS PROFITS TAX; TAXABLE YEARS BEGINNING AFTER DECEMBER 31, 1941

EXTENSION OF TIME FOR MAKING CERTAIN ELECTIONS

Regulations 111 (26 CFR., Cum. Supp., Part 29) and Regulations 112 (26 CFR., Cum. Supp., Part 35) are amended as follows:

PARAGRAPH 1. Section 29.3–1 is amended as follows:

(A) By amending the first sentence thereof to read as follows: "These regulations, which constitute Part 29 of Title 26 of the Cumulative Supplement to the Code of Federal Regulations, are divided into eight subparts."

(B) By inserting at the end thereof the following sentence: "Subpart H relates to Miscellaneous Provisions."

PAR. 2. There is inserted immediately after subsection (f) of section 3801 the following:

SUBPART H—MISCELLANEOUS PROVISIONS

Extension of time for making certain elections. If in these regulations a time is fixed on or before which an election or an application for relief may be made by the taxpayer and such time is not expressly provided in the law, the Commissioner in his discretion may, for good cause shown, except as provided in the next paragraph, grant a reasonable extension of time for the making of such election or application if request for such extension is filed with the Commissioner prior to the time fixed for making such election or application or within such time thereafter as the Commissioner may consider reasonable under the circumstances and it is shown to the satisfaction of the Commissioner that the granting of the extension will not jeopardize the interests of the Government.

The time fixed in these regulations will not be extended by the Commissioner in such cases as the following: (a) An election required to be made in or with the taxpayer's original income or excess profits tax return; (b) an election required to be exercised by the filing of a claim for credit or refund or in a petition to The Tax Court; or (c) an application for permission to change a previous election.

PAR. 3. There is inserted immediately after § 35.783–1 the following:

MISCELLANEOUS PROVISIONS

Extension of time for making certain elections. If in these regulations a time is fixed on or before which an election or application for relief may be made by the taxpayer and such time is not expressly provided in the law, the Commissioner in his discretion may, for good cause shown, except as provided in the next paragraph, grant a reasonable extension of time for the making of such election or application if request for such extension is filed with the Commissioner prior to the time fixed for making such election or application or within such time thereafter as the Commissioner may consider reasonable under the circumstances and it is shown to the satisfaction of the Commissioner that the granting of the extension will not jeopardize the interests of the Government.

The time fixed in these regulations will not be extended by the Commissioner in such cases as the following: (a) An election required to be made in or with the taxpayer's original income or excess profits tax return; (b) an election required to be exercised by the filing of a claim for credit or refund or in a petition to The Tax Court; or (c) an application for permission to change a previous election.

PAR. 4. The above amendments to Regulations 111 and 112, which regulations are applicable to taxable years beginning after December 31, 1941, are hereby made applicable to any taxable year beginning after December 31, 1938, and prior to January 1, 1942, which is covered by Regulations 103, or after December 31, 1939, and prior to January 1, 1942, which is covered by Regulations 109.

(Sec. 62, I.R.C. (53 Stat. 32; U.S.C. 62) and sec. 729, I. R. C. (54 Stat. 989; 26 U.S.C. 729))

[SEAL] JOSEPH D. NUNAN, Jr.,
Commissioner of Internal Revenue.

Approved: July 14, 1944.

JOHN L. SULLIVAN,
Acting Secretary of the Treasury.

[F. R. Doc. 44–10528; Filed, July 15, 1944; 4:05 p. m.]

TITLE 29—LABOR

Chapter IX—War Food Administration (Agricultural Labor)

[Specific Wage Ceiling Reg. 16]

PART 1111—SALARIES AND WAGES OF AGRICULTURAL LABOR IN THE STATE OF WASHINGTON

WORKERS ENGAGED IN PICKING PEACHES IN CERTAIN WASHINGTON COUNTIES

§ 1111.2 *Wages of workers engaged in picking peaches in the Counties of Chelan, Douglas, and Okanogan, State of Washington.* Pursuant to § 4001.7 of the regulations of the Director of the Office of Economic Stabilization relating to wages and salaries issued August 28, 1943 (8 F.R. 11960, 12139), as amended on December 9, 1943 (8 F.R. 16702) and June 1, 1944 (9 F.R. 6035) and to the regulations of the War Food Administra-

tor issued January 20, 1944 (9 F.R. 831), entitled "Specific Wage Ceiling Regulations" and based upon relevant facts submitted by the Washington WFA Wage Board and obtained from other sources, it is hereby determined that:

(a) *Areas, crops, and classes of workers.* Persons engaged in picking peaches in the Counties of Chelan, Douglas, and Okanogan, State of Washington, are agricultural labor as defined in § 4001.1 (1) of the regulations of the Director of the Office of Economic Stabilization issued on August 28, 1943 (8 F.R. 11960, 12139), as amended on December 9, 1943 (8 F.R. 16702) and June 1, 1944 9 F.R. 6035).

(b) *Wage rates; maximum wage rates for picking peaches.*

1. Hourly rate—85 cents per hour.
2. Piece rate—10 cents per 40-pound Lug.

(c) *Administration.* The Washington WFA Wage Board located at 235 Liberty Building, Yakima, Washington, will have charge of the administration of this order in accordance with the provisions of the specific wage ceiling regulations issued by the War Food Administrator January 20, 1944 (9 F.R. 831).

(d) *Applicability of specific wage ceiling regulations.* This specific wage ceiling regulation No. 16 shall be deemed to be a part of the specific wage ceiling regulations issued by the War Food Administrator on January 20, 1944 (9 F.R. 831) and the provisions of such regulations shall be applicable to this specific wage ceiling regulation No. 16 and any violation of this specific wage ceiling regulation No. 16 shall constitute a violation of such specific wage ceiling regulations.

(56 Stat. 765, 50 U.S.C. App. 961 et seq.; Pub. Law 34, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681, regulations of the Director of Economic Stabilization, 8 F.R. 11960, 12139, 16702, 9 F.R. 6035; regulations of the War Food Administrator, 9 F.R. 655, 6011, 9 F.R. 831)

Issued this 17th day of July 1944.

GEORGE W. HILL,
Acting Director of Labor.

[F. R. Doc. 44-10579; Filed, July 17, 1944; 11:17 a. m.]

[Specific Wage Ceiling Reg. 17]

PART 1111—SALARIES AND WAGES OF AGRICULTURAL LABOR IN THE STATE OF WASHINGTON

WORKERS ENGAGED IN PICKING APRICOTS IN CERTAIN WASHINGTON COUNTIES

§ 1111.3 *Wages of workers engaged in picking apricots in Counties of Chelan, Douglas, and Okanogan, State of Washington.* Pursuant to § 4001.7 of the regulations of the Director of the Office of Economic Stabilization relating to wages and salaries issued August 28, 1943 (8 F.R. 11960, 12139), as amended on December 9, 1943 (8 F.R. 16702) and June 1, 1944 (9 F.R. 6035) and to the regulations of the War Food Administrator issued January 20, 1944 (9 F.R. 831), entitled "Specific Wage Ceiling Regulations" based upon relevant facts submitted by the Washington WFA Wage Board and obtained from other sources, it is hereby determined that:

(a) *Areas, crops, and classes of workers.* Persons engaged in picking apricots in Counties of Chelan, Douglas, and Okanogan, State of Washington, are agricultural labor as defined in § 4001.1 (1) of the regulations of the Director of the Office of Economic Stabilization issued on August 28, 1943 (8 F.R. 11960, 12139), as amended on December 9, 1943 (8 F.R. 16702) and June 1, 1944 (9 F.R. 6035).

(b) *Wage rates, maximum wage rates for picking apricots.*

1. Hourly rate—85¢ per hour.
2. Piece rate—20¢ per 40 lb. Lug.

(c) *Administration.* The Washington WFA Wage Board located at 235 Liberty Building, Yakima, Washington, will have charge of the administration of this order in accordance with the provisions of the specific wage ceiling regulations issued by the War Food Administrator January 20, 1944 (9 F.R. 831).

(d) *Applicability of specific wage ceiling regulations.* This specific wage ceiling regulation No. 17 shall be deemed to be a part of the specific wage ceiling regulations issued by the War Food Administrator on January 20, 1944 (9 F.R. 831) and the provisions of such regulations shall be applicable to this specific wage ceiling regulation No. 17 and any violation of this specific wage ceiling regulation No. 17 shall constitute a violation of such specific wage ceiling regulations.

(56 Stat. 765, 50 U.S.C. App. 961 et seq.; Pub. Law 34, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8. F.R. 4681, regulations of the Director of Economic Stabilization, 8 F.R. 11960, 12139, 16702, 9 F.R. 6035; regulations of the War Food Administrator, 9 F.R. 655, 6011, 9 F.R. 831)

Issued this 17th day of July 1944.

GEORGE W. HILL,
Acting Director of Labor.

[F. R. Doc. 44-10580; Filed, July 17, 1944; 11:17 a. m.]

[Specific Wage Ceiling Reg. 18]

PART 1111—SALARIES AND WAGES OF AGRICULTURAL LABOR IN THE STATE OF WASHINGTON

WORKERS ENGAGED IN PICKING, THINNING, AND SPRAYING APPLES IN CERTAIN WASHINGTON COUNTIES

§ 1111.4 *Wages of workers engaged in picking, thinning, and spraying apples in Counties of Chelan, Douglas, and Okanogan, State of Washington.* Pursuant to § 4001.7 of the regulations of the Director of the Office of Economic Stabilization relating to wages and salaries issued August 28, 1943 (8 F.R. 11960, 12139), as amended on December 9, 1943 (8 F.R. 16702) and June 1, 1944 (9 F.R. 6035) and to the regulations of the War Food Administrator issued January 20, 1944 (9 F.R. 831), entitled "Specific Wage Ceiling Regulations" and based upon relevant facts submitted by the Washington WFA Wage Board and obtained from other sources, it is hereby determined that:

(a) *Areas, crops, and classes of workers.* Persons engaged in picking, thinning, and spraying apples in Counties f Chelen, Douglas, and Okanogan, State of Washington, are agricultural labor as defined in § 4001.1 (1) of the regulations of the Director of the Office of Economic Stabilization issued on August 28, 1943 (8 F.R. 11960, 12139), as amended on December 9, 1943 (8 F.R. 16702) and June 1, 1944 (9 F.R. 6035).

(b) *Wage rates; maximum wage rates for picking, thinning, and spraying apples.*

1. Hourly rate for thinning apples—80¢ per hour.
2. Hourly rate for spraying apples—80¢ per hour.
3. Hourly rate for picking summer apples—85¢ per hour.

(c) *Administration.* The Washington WFA Wage Board located at 235 Liberty Building, Yakima, Washington, will have charge of the administration of this order in accordance with the provisions of the specific wage ceiling regulations issued by the War Food Administrator on January 20, 1944 (9 F.R. 831).

(d) *Applicability of specific wage ceiling regulations.* This specific wage ceiling regulation No. 18 shall be deemed to be a part of the specific wage ceiling regulations issued by the War Food Administrator on January 20, 1944 (9 F.R. 831) and the provisions of such regulations shall be applicable to this specific wage ceiling regulation No. 18 and any violation of this specific wage ceiling regulation No. 18 shall constitute a violation of such specific wage ceiling regulations.

(56 Stat. 765, 50 U.S.C. App. 961 et seq.; Pub. Law 34, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681, regulations of the Director of Economic Stabilization, 8 F.R. 11960, 12139, 16702, 9 F.R. 6035; regulations of the War Food Administrator, 9 F.R. 655, 6011, 9 F.R. 831)

Issued this 17th day of July 1944.

GEORGE W. HILL,
Acting Director of Labor.

[F. R. Doc. 44-10581; Filed, July 17, 1944; 11:17 a. m.]

TITLE 32—NATIONAL DEFENSE

Chapter VIII—Foreign Economic Administration

Subchapter B—Export Control

[Amdt. 191]

PART 802—GENERAL LICENSES

MISCELLANEOUS AMENDMENTS

Correction

In F. R. Doc. 44-9986, appearing at page 7596 of the issue for Saturday, July 8, 1944, the entry for India under Group K should read:

India (including, Baluchistan, Bhutan, and Nepal)	43

Chapter IX—War Production Board

Subchapter B—Executive Vice-Chairman

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 3026—PETROLEUM PRODUCTS

[Preference Rating Exclusion Order M-201 as Amended July 15, 1944]

The fulfillment of the requirements for the defense of the United States has created a shortage in certain petroleum products which will result, in certain areas, in a shortage in the supply of such petroleum products for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3026.1 *Preference Rating Exclusion Order M-201*—(a) *Applicability of priorities regulations.* This order and all transactions affected thereby are subject to the applicable provisions of any priorities regulation issued by the War Production Board, as amended from time to time.

(b) *Definitions.* (1) "Person" means any individual, partnership, association, business trust, corporation, governmental corporation or agency or any organized group of persons, whether incorporated or not.

(2) "Petroleum" means petroleum, petroleum products and associated hydrocarbons, including, but not limited to, natural gas.

(3) "Restricted products" means those products of petroleum which may from time to time be specified in Exhibit A hereof and which are not excepted, in whole or in part, from the provisions of this order by Exhibit B hereof.

(c) *Exclusion of restricted products from certain provisions of priorities regulations and orders.* (1) Notwithstanding the provisions of any regulation, order, direction or certificate heretofore issued by the War Production Board or the Office of Production Management, deliveries of restricted products may be made by any person to any person for any purpose without regard to any preference rating assigned to the purchase, sale or delivery of such restricted products. No person shall require the application of a preference rating assigned by any regulation, order, direction or certificate to the purchase, sale or delivery of restricted products and, except as provided in paragraph (c) (2) hereof, no such purchase, sale or delivery of restricted products shall be deemed to bear any preference rating whatsoever.

(2) No preference rating shall be assigned to any purchase, sale or delivery of restricted products (other than to a purchase, sale or delivery of fuel oil for use in ocean-going vessels) by any regulation, order, direction or certificate hereafter issued by or under the authority of the War Production Board, except by or pursuant to a regulation or order hereafter issued by the War Production Board specifically assigning the rating and excepting the transaction from the provisions of this order.

(d) *Excepted products.* The provisions of this order do not apply to any product of petroleum specified in Exhibit B hereof.

(e) *Applications and communications.* Applications for a specific assignment of a preference rating and exception from the provisions of this order shall be made on Form WPB-541 accompanied by a letter in triplicate stating the reasons for such exception. Any such application shall be addressed to the Petroleum Administration for War, South Interior Building, Washington, D. C., Ref: M-201. All communications concerning this order shall be similarly addressed.

(f) *Violations.* Any person who wilfully violates any provision of this order or who wilfully furnishes false information to the War Production Board in connection with this order is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using material under priority control and may be deprived of priorities assistance by the War Production Board.

Issued this 15th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

EXHIBIT A

The following are specified restricted products.

(1) Liquefied petroleum gas: propane, propylene, butanes, butenes, or any combination or dilution thereof commonly known as liquefied petroleum gas.

(2) Aviation gasoline: any liquid fuel (including components thereof), except Diesel fuel, used for aircraft propulsion which meets current provisional or permanent United States Army or Navy specifications for aircraft fuels.

(3) Motor fuel: any liquid fuel (including components thereof) suitable for use in the propulsion of motor vehicles or motor boats.

(4) Naphtha: any liquid petroleum fraction or derivative commonly known as naphtha, including that cut of gasoline or kerosene classified as naphtha: *Provided*, That the term naphtha shall not include any toluene fraction of Kauri-butanol value of 85 Kauri-butanol number or higher, or any aromatic petroleum solvent, as defined in General Preference Order M-150, as amended.

(5) Insecticide base: any liquid petroleum fraction or derivative used as or suitable for use as a base or carrier for the active chemical ingredients of an insecticide, germicide or deodorant.

(6) Fuel oil: any liquid petroleum fraction or derivative commonly known as fuel oil, including grades No. 1, 2, 3, 4, 5, or 6, Bunker "C" fuel oil, Diesel fuel, kerosene, range oil, gas oil and any other liquid petroleum product used for the same purpose as the above designated grades.

(7) Lubricating oil: any liquid petroleum fraction or derivative regardless of the extent processed, (1) which is used for or is suitable for lubrication, including, but not limited to, cutting, drawing, processing, soluble, transformer and white oils, and (2) which does not contain in excess of 50% by weight of additives or compounds.

(8) Lubricating grease: any lubricant manufactured from petroleum and a soap, organic salt or ester of any fatty oil or fatty acid.

(9) Asphalt: asphalt of petroleum origin and all asphaltic products of petroleum origin, including road oils.

(10) Petroleum wax: any solid hydro-carbon mixture commonly known as paraffin wax (fully refined, semi-refined, or crude scale) or micro-crystalline wax (amorphous wax, petrolatum wax), or any combination of these, regardless of the extent processed.

(11) Petrolatum: any semi-solid hydrocarbon mixture, plastic and unctuous, commonly known as petrolatum or petroleum jelly, regardless of the extent processed.

(12) Mineral oil polymers: any resinous product produced by the polymerization of mixtures of unsaturated hydrocarbons (either the solid resin or solvent extended product); but not including polystyrene, polyisobutylene, polyethylene, butadiene, or the copolymers of such materials.

EXHIBIT B

The following are specified excepted products:

(None, as of July 15, 1944.)

[F. R. Doc. 44-10492; Filed, July 15, 1944; 10:59 a. m.]

PART 3130—MINERAL OIL POLYMERS

[General Preference Order M-258, Revocation]

Section 3130.1 *General Preference Order M-258* is hereby revoked. This action shall not be construed to affect in any way any liability or penalty incurred under that order.

Issued this 15th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10491; Filed, July 15, 1944; 10:59 a. m.]

PART 3287—GOVERNMENT SERVICES

[Preference Rating Order P-141, as Amended July 15, 1944]

PUBLIC SANITARY SEWERAGE FACILITIES; MAINTENANCE, REPAIR AND OPERATING SUPPLIES

§ 3287.26 *Preference Rating Order P-141*—(a) *Definitions.* For the purpose of this order:

(1) "Operator" means any individual, partnership, association, corporation, governmental corporation or agency, or any organized group of persons, whether incorporated or not, located in the United States, its territories, or possessions, engaged in or constructing facilities for the purpose of engaging in, the operation of a public sanitary sewerage system or a public sanitary sewerage system combined with a storm sewerage system, whether or not such operator has applied the preference ratings herein assigned.

(2) "Controlled material" means steel—both carbon (including wrought iron) and alloy—copper (including copper base alloys) and aluminum, in each case only in the forms and shapes indicated in Schedule I of CMP Regulation No. 1.

(3) "Material" means any commodity, equipment, accessory, part, assembly or product of any kind.

(4) "Maintenance" means the minimum upkeep necessary to continue an operator's property and equipment in sound working condition.

(5) "Repair" means the restoration of an operator's property and equipment to sound working condition after wear and tear, damage, destruction of parts or the like, have made such property or equipment unfit or unsafe for service.

(6) "Operating supplies" means:

(i) Material which is essential to the operation of the system specified in paragraph (a) (1) and which is generally charged to operating expense account.

(ii) Material for an addition to or an expansion of sewerage system or works, other than buildings, provided that such an addition or expansion shall not include any work order, job, or project, in which the cost of material shall exceed $1,500 and provided that no single construction project shall be subdivided into parts in order to come below these limits.

(7) Material for "maintenance", "repair" and "operating supplies" includes any material which is essential to minimum service standards, and does not include material for the improvement of an operator's property or equipment through the replacement of material which is still usable.

(8) "Supplier" means any person with whom a purchase order or contract has been placed for delivery of material to an operator, or to another supplier.

(9) "Calendar quarterly period" means the several three months of the year commencing January 1, April 1, July 1, and October 1, or the operator's customary accounting period closest to such period.

(10) "Inventory" means all new or salvaged material in the operator's possession, unless physically incorporated in plant, without regard to its accounting classification, excluding, however, material which is segregated for use in additions and expansions specifically authorized under paragraph (g) (2) of this order or by an operative preference rating order or certificate issued by the War Production Board.

(b) *Preference ratings.* A preference rating of AA-1 is hereby assigned to orders to be placed by an operator for material to be used for maintenance or repair, and for operating supplies.

(c) *Controlled materials; steel, copper and aluminum.* Subject to the quantity restrictions contained in paragraph (f) of this order, any operator requiring delivery of any controlled material for maintenance, repair or operating supplies may obtain the same by placing on his delivery order the certification required in paragraph (e) (1) hereof. An order bearing such certification shall constitute an authorized controlled material order.

(d) *Restrictions on use of symbol and ratings.* (1) The allotment symbol and preference ratings hereby assigned shall not be used by an operator or supplier to obtain deliveries of scarce material, the use of which could be eliminated without serious loss of efficiency by substitution of less scarce material or by change of design.

(2) The preference ratings assigned by paragraph (b) shall not be used to obtain any item included in Lists A or B of Priorities Regulation No. 3.

(e) *Application and extension of ratings; application of CMP allotment symbol.*—(1) *Certification.* The AA-1 rating assigned by paragraph (b) of this order and the CMP allotment symbol MRO-P-141 may be applied by an operator to deliveries of material for use in maintenance, or repair, or as operating supplies only by use of a certification in substantially the following form:

Preference Rating AA-1, CMP Allotment Symbol MRO-P-141. The undersigned purchaser certifies, subject to the penalties of Section 35 (A) of the United States Criminal Code, to the seller and to the War Production Board, that to the best of his knowledge and belief the undersigned is authorized under applicable War Production Board regulations or orders to place this delivery order, to receive the item(s) ordered for the purpose for which ordered, and to use any preference rating or allotment number or symbol which the undersigned has placed on this order.

Name of operator

Signature of designated official

Such certification shall be signed manually or as provided in Priorities Regulation No. 7.

(2) The ratings assigned by this order may be extended by a supplier in the manner provided in Priorities Regulation No. 3, and CMP Regulation No. 3.

(f) *Restrictions on deliveries, inventory and withdrawals.*—(1) *Deliveries and withdrawals.* No operator shall, during any calendar quarterly period, accept delivery of any material or withdraw from inventory any material, to be used for maintenance or repair or as operating supplies or for any other purpose (except material to be segregated for use in extensions specifically authorized under paragraph (g) (2) of this order or by an operative preference rating order or certificate issued by the War Production Board), the aggregate dollar value of which shall exceed the aggregate dollar value of materials used for maintenance or repair or as operating supplies, during the corresponding calendar quarterly period of the year 1942, or at the operator's option, twenty-five per cent of the aggregate dollar value of materials used for said purpose during the operator's fiscal year ending closest to December 31, 1942.

(2) *Inventory.* No operator shall at any time, accept delivery of any material if the operator's inventory will, by virtue of such acceptance, be in excess of a practical working minimum.

(3) *Exceptions.* The provisions of paragraph (f) (1) of this order are subject to the following exceptions:

(i) An operator who, during the calendar year 1942 (or fiscal year ending closest to December 31, 1942), used for maintenance, repair, and as operating supplies, materials of the aggregate value of not exceeding $5,000, and whose estimated requirements for materials to be used for maintenance, repair and as operating supplies during any calendar year (or corresponding fiscal year) do not exceed $5,000 may, during such year, exceed the quantity restrictions prescribed by paragraph (f) (1) of this order. If the actual requirements of material for maintenance, repair and operating supplies for such year should prove to be in excess of $5,000, such operator shall not accept any deliveries of material or withdraw from inventory any material to be used for maintenance, repair or as operating supplies if such deliveries or withdrawals, when taken together with other deliveries or withdrawals within such year, would, in the aggregate, exceed $5,000. In such case the operator may apply for specific authorization to exceed such quantity restrictions pursuant to the provisions of paragraph (f) (4) hereof.

(ii) An operator may, in any calendar quarterly period, increase scheduled deliveries, and withdrawals of material required for maintenance or repair or as operating supplies over the limits prescribed in paragraph (f) (1) of this order, in proportion to the increase in the load on the system during the preceding calendar quarterly period of the year 1942 corresponding to the calendar quarterly period in question, determined by a measurement of the average daily flow for the two comparative periods: *Provided*, That in determining the average daily flow of sewage, any flow of surface storm water which enters the system shall not be taken into account.

(iii) An operator may, in any calendar quarterly period, accept deliveries of material or make withdrawals from inventory of material, necessary for the maintenance or repair of the operator's property or equipment which is damaged by acts of the public enemy, sabotage, explosion, or fire or by flood, storm or other similar climatic conditions: *Provided*, That if the restrictions of paragraph (f) (1) are exceeded because of such deliveries or use, a full report thereof shall be made within thirty days after such delivery or withdrawal, to the War Production Board.

(iv) An operator may, in any calendar quarterly period, accept delivery of material, having in the aggregate, a dollar value of not more than the dollar value of material of the same class taken from the operator's inventory for delivery to other persons authorized to accept delivery under applicable regulations of the War Production Board but only if, and to the extent that such taking has reduced the operator's inventory of material below a practical working minimum.

(v) An operator may, during any calendar year (or his fiscal year), withdraw from inventory, material, having in the aggregate, a dollar value of not more than the dollar value of usable material of the same class salvaged from plant during such year.

(vi) The provisions of paragraph (f) (1) and (f) (2) shall not apply to fuel or to chemicals for sewage treatment.

(4) The War Production Board, on its own initiative, or on application of any operator by letter, in triplicate, addressed to the Government Division, War Production Board, Washington 25, D. C., Ref: P-141, may modify the limitations on practical working minimum inventory, and on scheduling or accepting deliveries, or on use or withdrawals, set forth in this paragraph (f).

(g) *Restrictions on construction of sewerage facilities.* No operator shall construct any sewerage facilities, including but not limited to sewer pipelines, manhole structures, pumping stations, sewage disposal or treatment plants and connections, and no operator shall, in case of contract construction, accept deliveries of material for such purposes except as follows:

(1) An operator may construct an addition to or an expansion of, sewerage system or works, other than buildings: *Provided*, That such addition or expansion shall not include any work order, job or project in which the cost of material shall exceed $1,500: *And provided*, That no single construction project shall be subdivided into parts in order to come below these limits: *And further provided*, That in making house connections or extension of line to serve premises, no iron or steel pipe shall be used except the minimum quantities required in making necessary connections.

(2) An operator may construct an extension of sewerage facilities, other than buildings, to serve premises which are being built or remodeled under authority of any Preference Rating order of the P-55 series, a specific authorization issued pursuant to Conservation Order L-41 or pursuant to any Petroleum Administrative Order issued by the Petroleum Administrator for War if all of the following conditions are satisfied:

(i) The cost of material for such extension does not exceed $5,000 but exceeds $1,500.

(ii) The extension does not duplicate an adequate service already installed.

(iii) No other operator can render the same service with lesser amounts of critical material.

(iv) The extension will not cause an overload on system including sewage disposal plants.

(v) The operator has completed Form WPB-3445 and delivered it to the builder of the premises to be served for attachment to the builder's application for L-41 approval. Preference ratings and allotment number to acquire material required for such extensions are assigned by paragraph (h) of this order.

(3) In addition to the authorization contained in paragraphs (g) (1) and (g) (2) an operator may construct sewage facilities of any kind if such construction is specifically authorized by the War Production Board. Application should be made on Form WPB-617 (formerly PD-200) or on such other form as may be prescribed. The following preference rating orders or certificates include permission for construction under this order although they do not say so: P-19-h, CMPL-127, CMPL-224. In all other cases a preference rating is not enough unless the instrument which assigns the rating also states that construction is permitted. However, any operator who prior to January 15, 1944, has been specifically authorized in writing by the War Production Board to use the lowest rating assigned to a rated project to obtain material to construct sewerage facilities to serve such project may use such rating to obtain material required for that purpose within the limits of said authorization.

(h) *Assignment of preference rating and CMP allotment symbol for extensions authorized under paragraph (g) (2).* (1) The preference rating AA-3 is hereby assigned to orders for material other than controlled material, and the abbreviated allotment number S2 is hereby assigned to orders for controlled material to be placed by an operator for use in the construction of extensions of facilities authorized by paragraph (g) (2) of this order or to replace in inventory material so used.

(2) The preference ratings and allotment number assigned by paragraph (h) (1) may be applied by an operator by using the certification provided in CMP Regulation No. 7. An order for controlled material bearing such certification and allotment number shall constitute a controlled material order.

(i) *Sales of material from inventory.* Any operator may sell to another operator, material from seller's inventory in excess of a practical minimum working inventory: *Provided*, That (1) a preference rating of AA-5 or higher assigned by this order or by any preference rating certificate, or (2) a specific direction issued by the War Production Board, is applied or extended to the operator selling such material.

(j) *Audits and reports.* (1) Each operator and each supplier who applies the preference ratings or allotment symbol hereby assigned, and each person who accepts a purchase order or contract for material to which a preference rating or symbol is applied, shall submit from time to time to an audit and inspection by duly authorized representatives of the War Production Board.

(2) Each operator and each such supplier shall execute and file with the War Production Board, such reports and questionnaires as said Board shall from time to time request, subject to approval by the Bureau of the Budget as required under the Federal Reports Act.

(3) Each operator shall maintain a continuing record of inventory and of segregated material in his possession and all material used by him for maintenance, repair or as operating supplies.

(k) *Communications to the War Production Board.* All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise directed by the War Production Board be addressed to the War Production Board, Government Division, Washington 25, D. C., Ref: P-141.

(l) *Violations.* Any person who wilfully violates any provisions of this order or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime and, upon conviction, may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using material under priority control, and may be deprived of priorities assistance.

(m) *Revocation or amendment.* This order may be revoked or amended at any time as to any operator or any supplier. In the event or revocation, deliveries already rated pursuant to this order shall be completed in accordance with said rating, unless the rating has been specifically revoked with respect thereto. No additional applications of the ratings to any other deliveries shall thereafter be made by the operator or supplier affected by such revocation.

(n) *Applicability of regulations.* (1) Preference Rating Order P-141 is issued in lieu of Preference Rating Order P-46 in so far as it affects public sanitary sewerage systems as defined in paragraph (a) (1) hereof and any reference in any order or regulation of the War Production Board to said Preference Rating Order P-46 shall constitute a reference to orders in the P-141 series.

(2) This order and all transactions affected hereby, except as herein otherwise provided, are subject to all applicable regulations of the War Production Board as amended from time to time, *Provided*, That none of the provisions of CMP Regulations No. 5 or No. 5A shall apply to operators as defined in paragraph (a) (1) hereof, and no such operator shall obtain any material under the provisions of either of said regulations.

Issued this 15th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10493; Filed, July 15, 1944; 10:59 a. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S-586]

GOLDEN PEACOCK CO., INC.

Golden Peacock Company, Incorporated, is engaged in the packing and distribution of cosmetics for an affiliated corporation. Its home office and plant are located in Paris, Tennessee. For the period from July 1 through December 31, 1943, the company accepted delivery of, or had set aside, 111,029 dozen new glass containers of less than two-gallon capacity, in excess of the quota permitted for that period by Supplementary Order L-103-b, and during the same period accumulated approximately a nine-month inventory of the containers, in violation of Priorities Regulation No. 1. During the period from October 1 through December 31, 1943, the company used new fibre shipping containers in excess of the quota permitted for that period by Limitation Order L-317, the excess being 12,426 pounds or 134,422 square feet. The company, through its officers, was familiar with Order L-103-b, Priorities Regulation No. 1 and Order L-317 and the company was sufficiently negligent so that its violations must be deemed wilful.

As a result of these violations, scarce materials have been diverted from the war effort to uses not authorized by the War Production Board. In view of the foregoing, it is hereby ordered, that:

§ 1010.586 *Suspension Order No. S–586.* (a) Golden Peacock Company, Incorporated, its successors and assigns, shall limit its total use of new glass containers for the period from July 1 through December 31, 1944, to 50% of the usage permitted for that period by Order L–103–b, unless otherwise authorized in writing by the War Production Board.

(b) Golden Peacock Company, Incorporated, its successors and assigns, shall reduce its total use of new fibre shipping containers, for the period from July 1 through December 31, 1944, by 12,426 pounds or 134,422 square feet under the usage permitted for that period by Order L–317, unless otherwise authorized in writing by the War Production Board.

(c) Nothing contained in this order shall be deemed to relieve Golden Peacock Company, Incorporated, its successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board except insofar as the same may be inconsistent with the provisions hereof.

(d) This order shall take effect on the date of issuance, and shall expire on December 31, 1944.

Issued this 15th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10532; Filed, July 15, 1944; 4:14 p. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S–588]

JOSEPH VITTORIO

Joseph Vittorio of 10 Swiss Street, Providence, Rhode Island, began construction of a single-family dwelling on Lots 34 and 35, Plat Card No. 51, on the southeasterly side of Hope Street in North Providence, Rhode Island, without authorization from the War Production Board. The cost of this construction was $3500., which amount exceeded the limit of $200. permitted by Conservation Order L–41 and was in violation of that order. Joseph Vittorio was aware of War Production Board restrictions on construction, and doing this construction without authorization constituted a wilful violation of Conservation Order L–41. This violation of Conservation Order L–41 has diverted critical materials to uses not authorized by the War Production Board and has hampered and impeded the war effort of the United States of America. In view of the foregoing, it is hereby ordered, that:

§ 1010.588 *Suspension Order No. S–588.* (a) Neither Joseph Vittorio, his successors or assigns, nor any other person, shall do any construction on the premises known as Lots 34 and 35, Plat Card No. 51, on the southeasterly side of Hope Street, North Providence, Rhode Island, including putting up or altering the structure, unless hereafter specifically authorized in writing by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve Joseph Vittorio, his successors or assigns, from any restriction, prohibition, or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(c) This order shall take effect on July 15, 1944.

Issued this 15th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10533; Filed, July 15, 1944; 4:14 p. m.]

PART 921—ALUMINUM AND MAGNESIUM DIVISION

[Supplementary Order M–1–l, as Amended July 15, 1944]

ALUMINUM

Section 921.11 (*Supplementary Order M–1–l*) is hereby amended to read as follows:

§ 921.11 *Supplementary Order M–1–l—*(a) *Use of aluminum allowed for certain specific purposes.* Any person may use aluminum for any purpose mentioned in List A at the end of this order.

(b) *Use of aluminum in repairs.* Aluminum may be used in making specific repairs for a used article, or in making repair parts for a specific used article in need of repair.

(c) *Use of aluminum as substitute for other metal.* (1) In addition to the uses mentioned in List A, any person may use aluminum as a substitute for any other metal in the manufacture of any article (including parts, components and subassemblies) if he does not make more units for civilian purchase orders in any quarter than the number of units of the same size he lawfully made out of other metal for civilian purchase orders in the second quarter of 1944. Also, without regard to second quarter production, aluminum may be used as a substitute for any other metal allowed by WPB orders in the following cases:

(2) A person whose output of an article is expressly limited to a specific number of units per quarter or a specified dollar amount (either under a WPB order or by an authorized production schedule under the Controlled Materials Plan or Priorities Regulation 11B) may use aluminum in place of other permitted metal as long as he does not exceed these limits.

(3) A person whose output is not restricted by a specific unit or dollar limit but is covered by a WPB order restricting his use of other metal during a given period to a specified percentage of his previous use, may use aluminum as a substitute for other metal as long as the total number of units of the article which he makes during the period, and the size of the units, is not greater when he uses aluminum for all or part of his production than it could be under the WPB order if he used other metal exclusively. (For example, under Order L–73 no one may use in the manufacture of certain types of office supplies more iron and steel in any quarter than 12½% of the total weight of all metals used by him during 1940. As applied to a particular manufacturer of steel calendar stands, this has the effect of restricting his production to 200,000 per quarter. If he wants to make some or all of his calendar stands out of aluminum, he still may not make a total of more than 200,000 per quarter, including those made of aluminum, and he may not make them any bigger than they would be if he made them of steel.)

(4) A person whose output is not restricted in any of the ways mentioned in (2) or (3) above, and who has been specifically allotted steel or copper for the third quarter of 1944 to make an article under CMP, may use aluminum to take the place of the allotted steel or copper as long as he does not increase his total production in the quarter (including aluminum, copper and steel) over the number of units of the same size he could have made with the allotted steel or copper only. In the fourth quarter of 1944 and subsequent quarters, his production will be controlled by the size of his allotments of controlled materials (including aluminum), determined in accordance with regular WPB procedures.

(d) *Restrictions in other orders on use of aluminum superseded, but scrap, pigment and composition not affected.* All restrictions in other orders of the WPB as to the use of aluminum (whether referred to by name or as a metal) no longer apply. However, restrictions as to the quantity of an article which may be made remain applicable even if it is made of aluminum as permitted by this order. Also, this order does not affect aluminum scrap, which is defined in and controlled by Order M–1–d, or aluminum pigment and composition, which are defined in and controlled by Order M–1–g.

(e) *Other uses of aluminum.* No one may use aluminum for a purpose not allowed by paragraphs (a), (b) and (c) above without the specific authorization in writing of the WPB. If a person wants such authorization, and does not need an exemption from any order of the WPB (or an authorized production schedule) governing the manufacture of the article he wishes to make, he may apply by letter to the Aluminum and Magnesium Division, War Production Board, Washington 25, D. C., Reference M–1–l. The letter should be filed in duplicate and should contain substantially the information, numbered as shown below:

(1) Weight, form and alloy of aluminum, for which authorization to use is requested.

(2) The number of months the quantity of aluminum requested will cover estimated requirements.

(3) The part to be fabricated, or other use to be made of the aluminum requested.

(4) The product into which such part will be incorporated, and end-use of the product.

(5) If previous requests for this use have been authorized or denied, give reference number of most recent authorization or denial.

(6) Manpower information on form WPB–3820, or, if granting the authorization will not involve any increase in number of production employees in applicant's plant, a statement to that effect.

(f) *Appeals for relief from quantity restrictions.* If a person wants to use aluminum as a substitute for other metal to make an article in greater quantity than is allowed by paragraph (c) of this order, and believes that his case involves exceptional conditions warranting relief, he may appeal to the WPB as explained in Priorities Regulation 16. The appeal should be filed with the Aluminum and Magnesium Division as an appeal from this order except that if he also wants relief from quantity restrictions imposed by another order of the WPB governing the article he is making, he should appeal from the other order.

(g) *How to get aluminum.* Aluminum may be obtained as explained in CMP Regulations. Allotments may be of the deferred kind described in Direction 5A to CMP Regulation 1 in cases where aluminum is to be used for purposes not previously permitted and in other cases where the WPB considers deferred allotments desirable to prevent possible interference with war requirements.

(h) *Reports.* All persons shall file such inventory and other reports as may be prescribed from time to time by the War Production Board.

(i) *Delivery for unlawful uses forbidden.* No person shall deliver any aluminum if he knows or has reason to believe that it is to be used in violation of the terms of this order.

(j) *Definitions.* For the purpose of this order:

(1) "Aluminum" means any material the principal ingredient of which by either weight or volume is metallic aluminum, which material is in ingot or similar raw form or in the form of finished or semi-finished parts, assemblies or products of any kind, but not including any material in the form of aluminum scrap (which is defined in and controlled by Order M–1–d), or aluminum pigment or aluminum composition (which are defined in and controlled by Order M–1–g).

(2) "Use aluminum in manufacture" means to melt, roll, forge, cast, extrude, draw, turn, spin, fabricate or process in any other way, or assemble or incorporate in assemblies, or to consume or otherwise use in the course of manufacture, any aluminum; but does not include the installation of a finished product or repair part for the ultimate consumer.

(3) "Civilian purchase order" means any purchase order for an article which is not to be delivered directly or indirectly to the United States Army or Navy, the Maritime Commission, the War Shipping Administration, or any foreign country under the Lend-Lease Act.

(k) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using material under priorities control and may be deprived of priorities assistance.

(l) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable regulations of the War Production Board as amended from time to time.

NOTE: The reporting provisions of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 15th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

LIST A

The use of aluminum is specifically permitted for the following purposes, including manufacture of the items listed below and parts, components and subassemblies of such items:

(1) Products and equipment prescribed for use by and produced for the Army or Navy of the United States, the Maritime Commission, or the War Shipping Administration or the army or navy of a foreign country.

(2) Aircraft, in addition to those described in subparagraph (1) above.

(3) Alloys.

(4) Aluminizing or calorizing.

(5) Aluminum to be exported in any of the forms and shapes described as a controlled material in CMP Regulation No. 1.

(6) Anhydrous aluminum chloride.

(7) Anodizing equipment.

(8) Automotive busses, trucks and truck trailers.

(9) Cans. The receipt and use of aluminum cans is subject to the quota provisions of Order M–81 except in the case of cans authorized under Direction 4 to Order M–81.

(10) Carbometer wire.

(11) Cathodes for the electrolytic refining of zinc and cadmium.

(12) Cauls for use in the manufacture of plywood.

(13) Chemical processing equipment for use in manufacturing plants.

(14) Closures for parenteral solutions and blood.

(15) Closures of aluminum sheet or strip for glass containers. The use of glass container closures made of aluminum is subject to the quota provisions of Order L–103–b.

(16) Collapsible tubes. The use of aluminum collapsible tubes is subject to the quota provisions of Order M–115.

(17) Cooking utensils to the extent allowed by orders in the L–30 series.

(18) Commercial radio equipment and all wire communications equipment, but only where aluminum, copper or copper base alloy was used in commercial production in the United States during 1939, 1940 or 1941. The above partial restriction on the use of aluminum does not apply to electronic equipment, as defined in Order L–265, manufactured pursuant to subparagraph (25) below.

(19) Data and instruction plates.

(20) Electric bus bars, electrical conductors, and current-carrying accessories for conductors.

(21) Electric condensers.

(22) Electric conduit fittings and wiring devices, but only where aluminum was used in commercial production in the United States during 1939, 1940 or 1941.

(23) Electric motors.

(24) Electric switch gear equipment.

(25) Electronic equipment, as defined in Order L–265.

(26) Fire fighting equipment, protective signal and alarm equipment, but only where aluminum, copper or copper base alloy was used in commercial production in the United States during 1939, 1940 or 1941.

(27) Food processing machinery for bakeries, canneries, dairies, dehydrating plants and packing plants.

(28) Foundry equipment, the following items only: bottom boards, core boxes, core dryers, flasks, match plates and patterns. Damaged and obsolete equipment listed in this paragraph may be remelted for the production of new items listed in this paragraph without a CMP application or authorization pursuant to Order M–1–d. (See Direction 1 to CMP Regulation No. 5.)

(29) Galvanizing, for addition to bath.

(30) Hydraulic brake pistons.

(31) Industrial type fans and blowers and fans and blowers manufactured for incorporation into other machinery or devices, but only where aluminum, copper or copper base alloy was used in commercial production in the United States during 1939, 1940 or 1941.

(32) Industrial machinery and attachments therefor but only where aluminum, copper or copper base alloy was used in commercial production in the United States during 1939, 1940 or 1941. "Industrial machinery" as used in this subparagraph means machinery designed for use in manufacturing and chemical processing on a commercial basis; construction machinery, packaging machinery; conveyors for use in connection with manufacturing and chemical plants and in connection with construction; laundry, drycleaners' and tailors' pressing machines; and shoe repair machinery. The above partial restriction on the use of aluminum does not apply to food processing machinery if manufactured pursuant to subparagraph (27) above.

(33) Industrial spray guns and grease guns, but only where aluminum, copper or copper base alloy was used in commercial production in the United States during 1939, 1940 or 1941.

(34) Instruments, mechanical and electrical. Dials, scales and panels for all types of such instruments. Other parts of only the following mechanical or electrical instruments:

(i) Drafting machines.

(ii) Engineering instruments.

(iii) Geophysical instruments.

(iv) Industrial instruments for measuring, recording or controlling industrial processes.

(v) Laboratory instruments.

(vi) Safety controls and heating controls.

(35) Internal combustion engines.

(36) Jigs and fixtures for use in manufacturing processes.

(37) Lighting equipment of the following types only:

(i) Aviation ground lighting equipment.

(ii) Hospital operating room lighting equipment.

(iii) Industrial type lighting equipment.

(iv) Miners' lamps.

(v) Reflectors for dry cell lights.

(38) Molds for the manufacture and repair of rubber products.

(39) Orthopedic, medical, dental, ophthalmic and surgical instruments and equipment designed exclusively for orthopedic, medical, dental, ophthalmic and surgical use.

(40) Portable electric and pneumatic tools.

(41) Portable power-driven tree felling saws.

(42) Pots and pans. See cooking utensils, subparagraph (17) above.

(43) Repair and maintenance parts for mechanical or electrical equipment.

(44) Refrigeration and heating coils and fins.

(45) Research, developmental or experimental activities, including the making of

experimental models to the extent permitted by applicable orders and regulations.[1]

(46) Safety equipment as defined in Limitation Order L–114, but only where aluminum, copper, or copper base alloy was used in commercial production in the United States during 1939, 1940 or 1941.

(47) Scales (weighing), but only where aluminum, copper or copper base alloy was used in commercial production in the United States during 1939, 1940 or 1941.

(48) Steel deoxidizer.

(49) Stove and range top burner heads.

(50) Thermit reaction, for use in the manufacture of thermit powders and ferro-alloys only.

(51) Welding rod and metallizing wire.

(52) X-ray equipment, infra-red and ultra-violet lamps.

[F. R. Doc. 44–10531; Filed, July 15, 1944; 4:14 p. m.]

PART 921—ALUMINUM AND MAGNESIUM

[General Preference Order M–2–b as Amended July 15, 1944]

MAGNESIUM

Section 921.16 *General Preference Order M–2–b* is amended to read as follows:

§ 921.16 *General Preference Order M–2–b*—(a) *Definitions.* For the purposes of this order:

(1) "Unfabricated magnesium" means any metal in ingot or other raw form, including sticks, the principal ingredient of which by weight is the element magnesium.

(2) "Magnesium products" means any basic forms (such as, but not limited to, castings, extrusions (other than sticks), sheet, strip, plate, forgings, and powder), the principal ingredient of which by weight is magnesium.

(3) "Magnesium scrap" means any scrap material (except sawings, grindings, sweepings, and similar fines), the principal ingredient of which by weight is magnesium, generated in the course of any industrial process, or any discarded magnesium products, which must be remelted to be of value for further use. The term "magnesium scrap" also includes any dross or sludge resulting from melting magnesium or magnesium scrap, when the dross or sludge contains at least 20 percent of magnesium by weight.

(4) "Producer" means any person who makes unfabricated magnesium, in whole or in part, from a non-metallic raw material.

(5) "Approved smelter" means one of the smelting plants listed on Exhibit A.

[1] Aluminum in controlled material forms may be ordered for research, developmental and experimental activities by placing an order bearing the controlled material symbol V–9 and the standard CMP certification, all as provided in Order P–43.

(6) "Fabricator" means any person, including pattern shops, foundries, and powder grinders, who makes magnesium products.

(7) "Civilian purchase order" means any purchase order for an article which is not to be delivered directly or indirectly to the United States Army or Navy, the Maritime Commission, the War Shipping Administration, or any foreign country under the Lend-Lease Act.

(b) *Delivery and use of unfabricated magnesium.* (1) Except as provided in paragraph (m) with respect to dead stock, no person shall deliver, accept delivery of or use unfabricated magnesium without the written specific authorization of the War Production Board.

(2) A person who seeks the specific authorization of the War Production Board to accept unfabricated magnesium and to use it, and who seeks specific authorization for his supplier to deliver unfabricated magnesium, should apply monthly by letter in duplicate stating the form, alloy and other specifications of the unfabricated magnesium required, the amount in pounds of each type of unfabricated magnesium, the magnesium product to be made from each type of unfabricated magnesium or other use to which it is to be put, and the month in which, and the address to which the unfabricated magnesium is to be shipped. Such application should be made by the 10th of the month preceding the month of requested delivery.

(c) *Use of magnesium products permitted on military and aircraft orders.* Magnesium products may be used in making any items prescribed for use by and produced for the United States Army or Navy, Maritime Commission, the War Shipping Administration, or the Army or Navy of any foreign country, and in making any aircraft or aircraft components or airborne equipment.

(d) *Use of magnesium products for experimental purposes.* Magnesium products may be used for research, developmental, or experimental purposes, including the making of experimental models, to the extent permitted by applicable WPB orders and regulations.

(e) *Use of magnesium products as substitute for other metal.* (1) In addition to the uses mentioned above, any person may use magnesium products as a substitute for any other metal in the manufacture of any article (including parts, components and sub-assemblies) if he does not make more units for civilian purchase orders in any quarter than the number of units of the same size he lawfully made out of other metal for civilian purchase orders in the second quarter of 1944. Also, without regard to second quarter production, magnesium products may be used as a substitute for any other metal allowed by WPB orders in the following cases:

(2) A person whose output of an article is expressly limited to a specific number of units per quarter or a specified dollar amount (either under a WPB order or by an authorized production schedule under the Controlled Materials Plan or Priorities Regulation 11–B) may use magnesium products in place of other permitted metal as long as he does not exceed these limits.

(3) A person whose output is not restricted by a specific unit or dollar limit but is covered by a WPB order restricting his use of other metal during a given period to a specified percentage of his previous use, may use magnesium products as a substitute for other metal as long as the total number of units of the article which he makes during the period, and the size of the units, is not greater when he uses magnesium products for all or part of his production than it could be under the WPB order if he used other metal exclusively.

(4) A person whose output is not restricted in any of the ways mentioned in (2) or (3) above, and who has been specifically allotted steel, copper or aluminum for the third quarter of 1944 to make an article under CMP, may use magnesium products to take the place of the allotted steel, copper or aluminum as long as he does not increase his total production in the quarter (including production from magnesium as well as from steel, copper and aluminum) over the number of units of the same size he could have made with the allotted steel, copper and aluminum only. In the fourth quarter of 1944 and subsequent quarters, his production will not be restricted except as may be otherwise provided.

(f) *Restrictions in other orders on use of magnesium products superseded.* All restrictions in other WPB orders as to the use of magnesium products (whether referred to by name or as a metal) no longer apply. However, magnesium products obtained with priorities assistance for a particular purpose may not be used for other purposes except as permitted in applicable Priorities Regulations.

(g) *Other uses of magnesium products.* Except as stated above, no person may use magnesium products without the specific authorization in writing of the WPB. Authorization to accept a delivery of magnesium products for a particular purpose is equivalent to authorization to use it for that purpose. Anyone who wants specific authorization of the WPB to use magnesium products for a purpose not permitted above, and does not need an exemption from any order of the WPB (or an authorized production schedule), may apply by letter to the Aluminum and Magnesium Division, War Production Board, Washington 25, D. C., Reference M–2–b. The letter should be filed in duplicate and should contain substantially the information numbered as shown below:

(1) Weight, form and alloy of magnesium products for which authorization to use is requested.

(2) The number of months the quantity of magnesium products requested will cover estimated requirements.

(3) The part to be fabricated or other use to be made of the magnesium product requested.

(4) The article into which such part will be incorporated and end use of the article.

(5) Manpower information on form WPB–3820, or, if granting the authorization will not involve any increase in number of production employees in applicant's plant, a statement to that effect.

(h) *Appeals for relief from quantity restrictions.* If a person wants to use magnesium products as a substitute for other metal to make an article in greater quantity than is allowed by paragraph (e) of this order, and believes that his case involves exceptional conditions warranting relief, he may appeal to the WPB as explained in Priorities Regulation 16. The appeal should be filed with the Aluminum and Magnesium Division as an appeal from this order except that if he also wants relief from quantity restrictions imposed by another order of the WPB governing the article he is making, he should appeal from the other order.

(i) *How fabricators fill orders for magnesium products.* Every fabricator shall fill, in preference to all other orders, those orders for magnesium products which he is specifically authorized in writing by the WPB (or, in the case of certain deliveries for aircraft products, by the Aircraft Scheduling Unit of the Aircraft Resources Control Office) to deliver before October 1, 1944. All orders for magnesium products which are not so authorized shall be filled according to preference ratings as provided in Priorities Regulation 1.

(j) *Prohibition against alloying, contamination, and debasement.* No person shall alloy, contaminate or debase unfabricated magnesium except as the War Production Board may specifically authorize in writing.

(k) *Collection, segregation, and use of scrap.* (1) Each person owning or generating magnesium scrap shall collect it, place it in containers, label the containers so as to identify the scrap, and otherwise prepare all such scrap for reprocessing. All magnesium scrap shall be kept free of contamination by other metals and materials, and otherwise handled in such manner so that it will be of acceptable quality for reprocessing.

(2) In addition, each person generating more than 1,500 pounds of magnesium scrap in any month beginning with December, 1943, shall thereafter segregate all magnesium scrap unless specifically authorized in writing by the War Production Board to do otherwise. Such scrap shall be segregated by alloys in accordance with the alloy designation of the American Society for Testing Materials. Commercially pure magnesium, and magnesium scrap of each alloy not described by such designations, shall be kept segregated.

(3) Each person receiving segregated magnesium scrap must keep such scrap segregated prior to its use to the same extent as when received by him, and if he redelivers such scrap, he shall do so segregated to the same extent as when it was received by him.

(4) Any fabricator may use any magnesium scrap generated in his plant (or any casting of his own manufacture rejected or spoiled by another person) but only (i) if the scrap is remelted and refabricated in such plant into products for the production of which the fabricator is currently obtaining deliveries of unfabricated magnesium in conformity with this order and (ii) if, in estimating, applying for, and ordering such magnesium, the fabricator reduces his requirements by an amount which represents a reasonable anticipation of the amount of magnesium scrap which will be recoverable for re-use under this paragraph.

(l) *Disposition of all scrap.* (1) Except as the War Production Board may specifically authorize in writing, any person, other than a producer or approved smelter, owning any magnesium scrap, shall sell or deliver for processing on toll all such scrap at reasonable intervals to a producer or approved smelter and shall not use or dispose of it in any other way. However, a person who has found a new magnesium casting to be defective or has spoiled it, may deliver the casting back to the foundry which produced it.

(2) Except as specifically authorized in writing by the War Production Board no producer or approved smelter shall mix two or more alloys during the remelting of scrap.

(3) Unless specifically authorized by the War Production Board in writing, no person other than a producer or approved smelter shall accept delivery of any magnesium scrap except that a foundry may accept delivery of a casting of its own manufacture which has been rejected or spoiled in machining.

(m) *Dead stock.* All unfabricated magnesium and magnesium products which are not being used in, or which are in excess of reasonable needs for, the manufacture of items approved by written specific authorization, may be sold subject to the restrictions of Priorities Regulation No. 13.

(n) *Requests for authorizations and other communications.* All requests for authorizations under this order shall be filed in duplicate and shall give the relevant facts, including any information specifically called for above. All such requests and other communications regarding this order should be addressed to the War Production Board, Aluminum and Magnesium Division, Washington 25, D. C., Reference M–2–b.

(o) *Special directions.* The War Production Board may issue special directions with respect to the ordering, production, delivery, and receipt and use of magnesium and magnesium products.

(p) *Report of operations.* Any person who in any calendar month has had in inventory any unfabricated magnesium, magnesium products, or magnesium scrap, shall file such reports as may be required from time to time by the War Production Board.

(q) *Intra-company deliveries.* The provisions of this order with respect to deliveries prohibit or restrict deliveries not only to other persons, including affiliates and subsidiaries, but also deliveries from one branch, division, or section of a single enterprise to another branch, division, or section of the same or any other enterprise under common ownership or control.

(r) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable regulations of the War Production Board, as amended from time to time.

(s) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

NOTE: The reporting provisions of this order have been approved by the Bureau of the Budget under the Federal Reports Act of 1942.

Issued this 15th day of July 1944

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

EXHIBIT A—APPROVED SMELTERS

Aluminum and Magnesium, Inc., 1 Huron St., Sandusky, Ohio.
American Smelting & Refining Co., Federated Metals Division, Barber, N. J.
Apex Smelting Co., 2537 West Taylor St., Chicago, Illinois.
Berg Metals Corp., 2652 Long Beach Ave., Los Angeles, Calif.
Gallagher Smelting Co., 1820 Tenth St., Oakland, California.
National Smelting Co., 6700 Grant Avenue, Cleveland 5, Ohio.

[F. R. Doc. 4–10530; Filed, July 15, 1944; 4:14 p. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 1, Direction 54]

DEFERRED ALLOTMENTS FOR ALUMINUM

The following direction is issued pursuant to CMP Regulation 1:

(a) *General.* This direction describes the operation of deferred allotments for aluminum. These allotments and authorized controlled material orders based on them are identified with the letter "Z" either as the sole allotment symbol or as a prefix to the regular allotment symbol. Deferred allotments and authorized controlled material orders based on them are exactly the same as regular allotments and authorized controlled material orders, except as provided in this direction or as may be provided under other regulations.

(b) *Identification of deferred allotments.* Any consumer receiving an allotment identified with the symbol "Z", either as the sole allotment symbol or as a prefix to the regular allotment symbol, must place the same identification on every allotment which he passes on under the allotment received by him, as well as on every authorized controlled material order placed by him based on that allotment.

(c) *Treatment by an aluminum producer of authorized controlled material orders based on deferred allotments.* (1) An aluminum producer must accept or reject an authorized controlled material order identified by the symbol "Z" in the same way that he must accept any other authorized controlled material order under Direction 23 to CMP Regulation No. 1. However, if after accepting orders identified by a "Z" symbol, he receives authorized controlled material orders (other than "Z" orders) or "AM" orders which he would be unable to accept because of the provisions of Direction 23, he must remove his most recently accepted "Z" orders from his schedule to the extent necessary and accept the other authorized controlled material order.

(2) An aluminum producer must defer production of his most recently accepted "Z" orders to the extent necessary to make deliveries on time on other authorized controlled material orders and "AM" orders.

(3) Whenever an aluminum producer finds that he will be unable to fill a "Z" order within the month promised, he must promptly notify the customer stating approximately when he expects to make delivery.

(d) *Reports to WPB.* Producers shall treat "Z" orders separately on all reports filed with the Aluminum and Magnesium Division of WPB.

Issued this 15th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10534; Filed, July 15, 1944; 4:14 p. m.]

PART 3285—LUMBER AND LUMBER PRODUCTS

[Order L–335, Direction 13]

DISTRIBUTORS RECEIPTS OF RED CROSS LUMBER

The following direction is issued pursuant to Order L–335:

Any lumber distributor who receives ratings from the American Red Cross on a preference rating certificate for use in obtaining lumber required for emergency relief in disaster strickened areas may extend those ratings to get the amount of lumber for which the preference rating certificate was issued. In placing the order with his lumber supplier the distributor is authorized and required to use the certification prescribed by paragraph (q) (3) of Order L–335. A lumber distributor who has placed an order with his supplier to get lumber for a purpose for which he has received a preference rating from the American Red Cross may accept delivery of that lumber after July 31, 1944 provided he validates the order prior to July 20, 1944. Orders should be validated in accordance with the provisions of paragraph (y) (1) of Order L–335. Lumber that a distributor receives from his supplier under this direction may be delivered on uncertified and unrated orders of victims of disaster strickened areas in accordance with the program of the American Red Cross. If the distributor delivers lumber to such victims out of inventory the lumber obtained from the supplier may be used to replace that lumber in inventory. Any lumber that a distributor receives by the use of such a preference rating which is over and above the amount required by such victims may only be sold on certified and rated orders.

Issued this 15th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10535; Filed, July 15, 1944; 4:14 p. m.]

Subchapter C—Director, Office of War Utilities

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 4501—COMMUNICATIONS

[Utilities Order U–2, as Amended July 17, 1944]

GENERAL CONSERVATION ORDER FOR TELEPHONE INDUSTRY

(a) Definitions.
(b) Conservation.
(c) Availability of facilities for essential uses.
(d) Limitation on additional telephones.
(e) Limitation on drop and block wire.
(f) Limitation on replacements.
(g) Limitation on additions.
(h) Non-applicability to certain replacements and additions.
(i) Producers of substantial quantities of food.
(j) Exemption of armed forces.
(k) Engineering and planning.
(l) Reports.
(m) Records.
(n) Appeals.
(o) Violations.
(p) Communications.
Schedule A.
Schedule B.
Schedule C.

§ 4501.1 *Utilities Order U–2*—(a) *Definitions.* (1) "Operator" means any individual, partnership, association, business trust, corporation, receiver, or any form of enterprise whatsoever, whether incorporated or not, the United States, the District of Columbia, any state or territory of the United States, any political, corporate, administrative or other division or agency thereof, to the extent engaged in rendering telephone communication service within, to, or from the United States, its territories or possessions.

(2) [Revoked July 17, 1944.]

(3) Without regard to accounting practices:

(i) "Maintenance" means the minimum upkeep necessary to continue a facility in sound working condition.

(ii) "Repair" means the restoration of a facility to sound working condition when the same has been rendered unsafe or unfit for service by wear and tear, damage, failure of parts or the like.

(iii) Neither maintenance nor repair shall include the improvement of any plant, facility or equipment, by replacing material which is still usable with material of a better kind, quality, or design.

(4) [Revoked July 17, 1944.]

(5) [Revoked July 17, 1944.]

(6) "Schedule A service" means service to the extent required for the proper discharge of duties in the direct defense, public health, welfare and security categories listed on Schedule A attached.

(7) "Interim service" includes all service installed or reconnected on and after April 15, 1943 which requires an allocation or assignment of exchange central office station terminal equipment or exchange line plant. It also includes any service installed prior to that date according to a contract specifying that the service was on an interim basis.

(b) *Conservation.* (1) Operators shall conserve scarce and critical materials by the employment of all practical methods.

(2) [Revoked Jan. 20, 1944]

(3) Operators shall discontinue the further installation of dial P. B. X. systems and dial private intercommunicating systems. This provision does not prevent the installation of systems of less than 100 lines where the equipment is already in the stock of the operator or can be obtained from the stock of another operator. Nor does it bar additions to dial systems. Nor does it bar moves for the same business service within the same exchange area, or to a contiguous exchange area of the same operator, so long as no addition to exchange central office equipment is made except for Schedule A business service.

(c) *Availability of facilities for essential uses.* (1) Operators shall disconnect service when they learn that the present real user of service is not a user contemplated in the service agreement. Any such disconnections shall be considered "normal disconnections" within the meaning of paragraph (c) (2) below.

(2) Exchange line plant, exchange central office equipment, or telephone sets made available through normal disconnection or by new acquisition shall be used to take care of applications for service in the following order: *Provided however,* That paragraphs (c) (2) (ii) through (c) (2) (vii) shall not take effect until July 24, 1944:

(i) Schedule A service, public pay station service and service specifically authorized by the War Production Board because of essentiality or unreasonable hardship.

(ii) Changes of address of business service within the same exchange or to another exchange of the same operator within the same metropolitan area or within such other area as is defined by the operator's established practices; and, within the same area, restoration of business "interim service" disconnected to make facilities available for Schedule A service.

(iii) Changes of address of residence service within the same exchange or to another exchange of the same operator within the same metropolitan area or within such other area as is defined by the operator's established practices; and, within the same area, restoration of residence "interim service" disconnected to make facilities available for Schedule A service.

(iv) New business service and additions to existing business service.

(v) New residence service set forth in Schedule B.

(vi) New residence service set forth in Schedule C.

(vii) New residence service other than that included in categories (i), (v) and (vi.)

(viii) Where the operator finds that immediate installation of service is essential to the protection of life, such installation may be made as an exception to the order provided in the above categories. Such service shall, however, be disconnected promptly at the termination of the emergency and the facilities used to take care of applications as otherwise specified above.

(3) Idle facilities may be reserved to the extent operators find necessary to meet promptly the known or fairly anticipated requirements for Schedule A service and to provide for essential public pay station service.

(4) To the extent necessary to meet minimum needs for Schedule A service and for essential public pay station service, operators shall make available additional exchange central office equipment or exchange line plant by regrading any service or disconnecting "interim service" under the following provisions:

(i) "Interim service" shall not be subject to disconnection so long as it continues to meet the requirements of Schedule A service or essential public pay station service.

(ii) Regrading is to be done only when current installations of central office equipment permit. Regrading of Schedule A service and of business service is to be done only if regraded service meets minimum service needs.

(iii) In so far as practical these steps shall be taken in the following order. Regrading shall precede disconnection. Residence service shall be regraded or disconnected before business service. Any regrading or disconnection shall be in the reverse order of the dates of connection at the existing locations, that is, the most recent shall be regraded or disconnected first.

(5) Subject to the provisions of (c) (4) (ii) and (c) (4) (iii) above, operators shall regrade existing service to the extent necessary to provide service authorized by the War Production Board because of unreasonable hardship.

(d) *Limitations on additional telephones.* (1) Main stations. Operators shall limit the number of main telephone stations, including P. B. X. trunks, connected to any central office to 105% of the number the central office was designed to serve under pre-war engineering and operating practices. This provision has the following exclusions and exceptions:

(i) Main stations do not include extensions or P. B. X. stations.

(ii) If the number of main stations connected to a central office on March 25, 1943 exceeded the 105% limit, the number need not be reduced so long as service is satisfactory.

(iii) The 105% limitation need not be applied to a single-office exchange which is designed to serve less than 1,000 main stations.

(iv) The War Production Board may approve a percentage other than 105% for any central office.

(2) Residence extension service. Operators shall not install or reconnect residence extension telephones, residence extension bells or residence P. B. X. telephones, nor as a substitute provide additional main lines or stations on party lines, nor install jacks and plugs for residence service. This provision has the following exclusions and exceptions.

(i) Jacks already in place may be reconnected provided that no more than one telephone and one bell shall be furnished with the telephone line with which the jacks are associated.

(ii) Temporary installations of one residence extension may be made when the operator finds it essential in cases of serious illness.

(iii) For practicing physicians and surgeons, the following services may be provided, but the operator shall supply the minimum which will meet professional requirements. The operator may install two jacks and make the main station telephone a portable telephone, or, as an alternative, install one extension telephone or, as an alternative, install two jacks for use with a single portable extension telephone. The operator may also provide a connection with an answering bureau.

(iv) The installation and reconnection in residence quarters of telephones connected to private branch exchanges serving hotels, apartment houses, etc., may be made to the extent that no more than one such telephone may be provided in any residence quarters.

(e) [Revoked July 17, 1944.]

(f) *Limitation on replacements.* Operators shall not make replacements of central office and P. B. X. equipment and station apparatus (other than inside wiring and cabling) except:

(1) To maintain or protect existing service.

(2) In making an addition, to the extent that the cost of material replaced or of the replacing material does not exceed

25 percent of the cost of the total material added.

(3) To provide a permanent installation in lieu of one temporarily made to meet an exigency.

(4) To provide for decreased service demands or for the regrading provided for in paragraph (c).

(5) To make necessary replacements for supplying the residence extension service which is permitted for practicing physicians and surgeons in paragraph (d) (2) (iii) and for reconnecting jacks in paragraph (d) (2) (i).

(6) To effect a change in the "class" or "grade" of service, provided the change is not otherwise prohibited by this order. The "classes" of service involved are business, residence, semi-public, residence coin; the "grades" of service involved are individual, two-party, four-party, multi-party.

(7) To provide station wiring plans or key arrangements which conserve one or more telephones.

(8) To replace "left-in" telephone sets and station cords so that a subscriber may retain the same type telephone sets and cords after a change of address within the area indicated in paragraph (c) (2) (iii).

(9) To install amplifying equipment for the hard-of-hearing.

(10) [Revoked July 17, 1944.]

(g) *Limitation on additions.* Operators shall not add exchange central office equipment except:

(1) To maintain or protect existing service.

(2) To meet the known or fairly anticipated needs of Schedule A service or to provide essential public pay station service where facilities cannot be made available through regrading or disconnection as provided in paragraph (c) above.

(3) [Revoked July 17, 1944.]

(4) Where 75 percent or more in cost of material required for the addition is recovered from the operator's plant or is obtained from any operator's stocks. The material taken from stocks or plant pursuant to this subparagraph shall not be replaced.

(5) [Revoked July 17, 1944.]

(h) *Non-applicability to certain replacements and additions.* (1) The terms of this order shall not prohibit wire communications projects approved by the War Production Board on form WPB-2774 or other appropriate form.

(2) Nor do they prohibit the completion of a project the physical installation of which was started at a time when the project was permitted by Order L-50 or an earlier issue of Order U-2.

(i) [Revoked July 17, 1944.]

(j) *Exemption of armed forces.* The restrictions of paragraphs (b) (3) and (f) shall not apply to facilities for the official use of the armed forces.

(k) *Engineering and planning.* All operators shall engineer all replacements or additions to central office equipment so as to limit the margin for expected growth of requirements to a period not in excess of one and one-half years.

(l) *Reports.* All operators affected by this order shall execute and file with the Office of War Utilities such reports as the Director, Office of War Utilities, shall from time to time require; subject to the approval of the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

(m) [Revoked Jan. 20, 1944]

(n) *Appeals.* Any appeal from the provisions of this order shall be made by filing Form WPB-2117 (PD-761), giving all information required by said form.

(o) *Violations.* Any person who wilfully violates any provision of the order or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control, and may be deprived of priorities assistance.

(p) *Communications.* All reports required to be filed hereunder, and all communications concerning this order, shall, unless otherwise directed, be addressed to: Communications Division, Office of War Utilities, War Production Board, Washington 25, D. C., Ref.: U-2.

Issued this 17th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

SCHEDULE A—CATEGORIES TO BE ACCORDED PREFERENCE IN OBTAINING SERVICE TO THE EXTENT REQUIRED FOR THE PROPER DISCHARGE OF DUTIES IN DIRECT DEFENSE, PUBLIC HEALTH, WELFARE AND SECURITY

1. *Armed forces and government.* (a) Official Army, Navy, Marine Corps and Coast Guard Units. Office of Civilian Defense Units.

(b) Official Federal, State, county, and municipal government services.

(c) Official agencies of foreign governments.

2. *War production and directly related activities.* (a) Business concerns furnishing material, equipment or facilities under prime or subcontracts to the Armed Forces of the United States (or their suppliers). Petroleum operators, for their oil or gas producing or drilling operations. The business offices of persons who regularly perform special services for these business concerns, such as consulting engineers, chemists, lawyers, and accountants. The business offices of persons rendering special service in connection with construction of defense projects authorized by the War Production Board, such as contractors, engineers, and architects. Labor unions having bona fide collective bargaining agreements with business concerns identified in this Schedule A.

(b) Public transportation, pipe line companies, all types of public utilities.

(c) Business concerns who regularly maintain or service equipment essential to the Armed Forces, war production, public transportation, public utilities, and pipe line companies.

3. *Public health and welfare.* (a) Public or private organizations directly serving the public safety, health or welfare, such as: hospitals, clinics, sanitoria; physicians, surgeons, dentists, nurses, nurses' registries, veterinarians, ambulance services, manufacturers or distributors (wholesale and retail) of drugs, surgical, medical, hospital or dental supplies or equipment; mortuaries, burial service organizations; the American Red Cross and similar agencies.

(b) Philanthropic and eleemosynary organizations recognized as such by the Bureau of Internal Revenue, including their fund-raising offices; United Service Organizations and other similar organizations; religious establishments and their officiating clergy; Christian Science Practitioners; public and private schools.

(c) Press associations, newspapers, radio broadcasting stations.

(d) The business or management offices of new housing developments.

(e) Food processing, food distribution (wholesale and retail) and food storage organizations and producers of substantial quantities of food.

NOTE: Schedules B and C added July 17, 1944.

SCHEDULE B

Categories to be accorded preference in obtaining service in the order provided in paragraph (c) (2).

1. Residence service where the attending physician or surgeon certifies in substantially the form set forth in the Schedule B Certification Form (WPBI-2101) that there exists a condition of serious illness or pregnancy involving serious complications, that he must be called repeatedly at unpredictable intervals for emergency treatment and that in view of all the circumstances telephone service is essential. Such service shall be terminated within 30 days of the termination of the conditions specified above.

2. Residence service required where a person lives alone and the attending physician certifies in substantially the form set forth in the Schedule B Certification Form (WPBI-2101) that such person is confined to residence quarters for a protracted period by reason of serious illness or physical disability and that in view of all the circumstances telephone service is essential. The phrase "lives alone" includes a person who is alone all day or during the day or night working hours, except for one or more children aged ten years or younger or another person similarly certified to be confined to residence quarters by reason of serious illness or physical disability. Such service shall be terminated within 30 days after the termination of the conditions specified above.

SCHEDULE C

Categories to be accorded preference in obtaining service in the order provided in paragraph (c) (2).

1. Residence service for the wife of a member of the armed forces who is on active duty away from home, where her household consists only of herself and one or more children aged ten years or younger. The applicant for service must certify to these facts in substantially the form set forth in the Schedule C Certification Form (WPBI-2102).

2. Residence service for those who discontinued residence service upon entering the armed forces of the United States and who apply, within six months after being honorably separated from the armed forces, for residence service within the area indicated in paragraph (c) (2) (iii). The applicant for service must certify to these facts in substantially the form set forth in the Schedule C Certification Form (WPBI-2102).

[F. R. Doc. 44-10582; Filed, July 17, 1944; 11:23 a. m.]

Chapter XI—Office of Price Administration

PART 1346—BUILDING MATERIALS

[MPR 546]

USED AND RECONDITIONED PLUMBING AND HEATING EQUIPMENT

In the judgment of the Price Administrator, it is necessary and proper in order to effectuate the purposes of the Emergency Price Control Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, to replace the General Maximum Price Regulation [1] and Maximum Price Regulation No. 188 [2] with a separate regulation establishing maximum prices for used and reconditioned plumbing and heating equipment.

Insofar as this regulation uses specifications and standards which were not, prior to such use, in general use in the trade or industry affected, the Administrator has determined, with respect to such standardization, that no practicable alternative exists for securing effective price control with respect to the commodities subject to this regulation.

So far as practicable, the Price Administrator has consulted with representatives of the trade and industry which will be affected by the regulation. In the judgment of the Price Administrator, the maximum prices established by this regulation are generally fair and equitable and will effectuate the purpose of said act. A statement of the considerations involved in the issuance of this Maximum Price Regulation No. 546 has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

§ 1346.705 *Maximum prices for used and reconditioned plumbing and heating equipment.* Under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and pursuant to Executive Orders Nos. 9250 and 9328, Maximum Price Regulation No. 546 (Used and Reconditioned Plumbing and Heating Equipment), which is annexed hereto and made a part hereof, is hereby issued.

AUTHORITY: § 1346.705 issued under 56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.

MAXIMUM PRICE REGULATION 546—USED AND RECONDITIONED PLUMBING AND HEATING EQUIPMENT

ARTICLE I—PERSONS AND TRANSACTIONS SUBJECT TO THIS REGULATION AND ITS RELATIONSHIP TO OTHER REGULATIONS

Sec.

1. The matters to which each article in this regulation relates.
2. Prohibition against sales at prices above ceiling prices.
3. Coverage of this regulation.
4. Items covered by this regulation.
5. Persons covered by this regulation.
6. Relationship of this regulation to other regulations.

ARTICLE II—USED PLUMBING AND HEATING EQUIPMENT

7. Ceiling prices for used plumbing and heating equipment for sales at wholesale.
8. Ceiling prices for used plumbing and heating equipment for sales at retail.
9. Posting provisions.

ARTICLE III—RECONDITIONED BOILERS AND BOILER REPAIR PARTS, AND RECONDITIONED AUTOMATIC DOMESTIC HOT WATER HEATERS

10. Ceiling prices for reconditioned boilers and boiler repair parts, and reconditioned automatic domestic hot water heaters.

ARTICLE IV—SECONDS OR CULLS

11. Ceiling prices for seconds or culls.

ARTICLE V—MISCELLANEOUS PROVISIONS

12. Prohibited practices.
13. Penalties.
14. Applications for adjustment.
15. Petitions for amendment.
16. Adjustable pricing.
17. Federal and state taxes.
18. Records.
19. Reports.
20. Notification of purchaser of existence of regulation.
21. Suspension of free delivery.
22. Licensing.
23. Other definitions.
24. Schedules of ceiling prices for certain items of used plumbing and heating equipment.

ARTICLE I—PERSONS AND TRANSACTIONS SUBJECT TO THIS REGULATION AND ITS RELATIONSHIP TO OTHER REGULATIONS

SECTION 1. *The matters to which each article in this regulation relates.* This regulation is divided into five articles: Article I explains the coverage of the regulation; Article II establishes ceiling prices for sales of used plumbing and heating equipment; Article III establishes ceiling prices for sales of reconditioned boilers and boiler repair parts, and reconditioned automatic domestic hot water heaters; Article IV establishes ceiling prices for sales of seconds or culls; and Article V contains general provisions applicable to all of the regulation.

SEC. 2. *Prohibition against sales at prices above ceiling prices.* (a) On and after the 9th day of August 1944, the effective date of this regulation, no person shall sell or deliver, and no person in the course of trade or business shall buy or receive any commodity subject to this regulation at prices higher than the ceiling prices fixed by this regulation, and no person shall agree, offer, solicit, or attempt to do any of these things. The provisions of this section shall not be applicable to sales or deliveries of any commodity covered by this regulation if prior to August 9, 1944, any such commodity had been received by a carrier, other than a carrier owned or controlled by the seller, for shipment to the purchaser.

(b) Lower prices than the ceiling prices fixed by this regulation may be offered, charged, and paid.

SEC. 3. *Coverage of this regulation.* This regulation establishes the highest price at which used and reconditioned plumbing and heating equipment and seconds or culls may be sold and bought at any point within the 48 states of the United States and the District of Columbia. All sales of these items, including sales at wholesale and retail, except as noted below, are covered.

"Sale at wholesale" means a transaction in which the item is sold to a retailer or any other person who purchases for resale rather than for use.

"Sale at retail" means a transaction in which the item is sold to an ultimate purchaser, and includes sales to and by plumbing and building contractors. Installation charges only to the extent permitted by any applicable maximum price regulation may be added for installation actually performed.

The following sales are not covered, except as noted:

(a) Sales by any person to "peddlers" and "wreckers" and sales by "peddlers" and "wreckers" to a wholesaler are exempt from price control. However, sales by peddlers and wreckers to any person other than a wholesaler are subject to this regulation. This means that sales by peddlers and wreckers to retailers and to consumers are covered by this regulation.

A "peddler," for the purpose of this regulation, is a person who has no fixed yard or other place of business at which day to day sales of used and reconditioned plumbing and heating equipment or seconds or culls are made.

A "wrecker," for the purpose of this regulation, is a person who tears down old buildings and disposes, in the course of business, of materials salvaged from such operation.

[1] 9 F.R. 1385.

[2] 7 F.R. 5872, 7967, 8943, 8948, 10155; 8 F.R. 537, 1815, 1980, 3105, 3788, 3850, 4140, 4931, 5759, 7107, 8751, 8754, 9836, 10433, 10906, 11037, 12406, 12479, 12186, 12668, 14622, 14766, 16296, 17415; 9 F.R. 1912, 2556, 3095, 3858, 4396, 4506, 4882.

*Copies may be obtained from the Office of Price Administration.

(b) Sales by a householder of articles originally purchased for his own use are exempt from price control pursuant to section 3.2 (c) of Revised Supplementary Regulation No. 1 [1] to the General Maximum Price Regulation. However, sales made out of a residence as a regular business enterprise are covered by this accompanying regulation.

(c) Sales at good faith auctions of items sold for the account of a householder are not subject to price control, except that auction sales conducted by a wholesaler or retailer regularly engaged in the business of selling items covered by this regulation other than by auction are subject to this regulation if made for the wholesaler's or retailer's own account.

(d) Sales by the War Department, the Navy Department, or the Procurement Division of the Treasury Department are not subject to this regulation but remain subject to the maximum price regulation governing such sales.

SEC. 4. *Items covered by this regulation.* The items covered by this regulation are referred to as "used and reconditioned plumbing and heating equipment." That term, when used with reference to items covered by this regulation, also includes reconditioned boilers and boiler repair parts, reconditioned automatic domestic hot water heaters, and seconds or culls.

"Used plumbing and heating equipment" means, for the purpose of this regulation, any plumbing fixture or piece of heating equipment, including any repair or service part, which had been, at any time, incorporated into or connected to a sanitary plumbing system, plumbing supply system, heating system, or domestic hot water supply system, and which is capable of being used for the purpose for which it was originally designed. Fuller descriptions are set forth below.

(a) *Used plumbing equipment includes:*

(1) All kinds of plumbing fixtures, such as basins, bathtubs, drinking fountains, lavatories, sinks, toilet tanks, toilet bowls, trays, tubs, urinals, wash sinks, and water closets.

(2) All kinds of plumbing fixture trim, such as bath cocks, bath supply fittings, bathtub wastes, combination bath and shower fixtures, combination sink faucets, continuous wastes, curtain rods for showers, drinking fountain bubblers, escutcheons, flush ells, flush valves, hose bibbs, lavatory faucets, lavatory wastes, mixing valves, over-rim tub fillers, showers, sink faucets, sink wastes, tailpieces, toilet seats, toilet seat hinges, and traps.

(3) All kinds of plumbing specialties, such as clean-out plugs, deck plugs, downspouts, ferrules, floor drains, floor flanges, roof drains, solder bushings, solder nipples, test tees, vent couplings, and water-operated (siphon) cellar drainers, whether manufactured from brass, iron, or any other material.

(4) All kinds of hot water heaters, except cast-iron or steel boilers or heaters, whether direct-fired or indirect-fired, whether for coal, oil, gas, or any other fuel, and whether connected to a tank, part of a tank, or maintained as a separate unit.

(5) All kinds of fire-fighting (standpipe) equipment, such as nozzles, play pipes, hose racks, siamese or steamer connections, and wrenches, but not including hose or hose couplings, fire hydrants, or municipal fire-fighting equipment.

(6) All kinds of sprinkler system equipment, such as alarm valves, sprinkler heads, and wrenches.

(7) All kinds of small tanks (up to 192-gallon capacity), such as expansion tanks, hot water storage tanks, pneumatic tanks, and range boilers, whether black, galvanized, painted, unpainted, cement-lined, or glass-lined.

(8) All kinds of fittings, such as bushings, couplings, elbows, nipples, plugs, tees, and unions, made from all kinds of metal, including steam fittings, whether regular or of a special design, such as fittings for one-pipe hot water jobs.

(9) All kinds of cast-iron pipe and fittings used for gas mains, water mains, and sewers, including pressure pipe and fittings, and soil pipe and fittings of all weights, whether standard, medium, extra-heavy, or "Victory."

(b) *Used heating equipment includes:*

(1) All kinds of boilers manufactured from cast iron and designed for low pressure steam heating or hot water heating, as long as they are made from cast iron, whether they are round or square, flat tops, or round tops, sectional or of one piece.

(2) All kinds of boilers, manufactured from steel and designed for low pressure steam heating or hot water heating. This means any steel boiler designed by the manufacturer to operate at steam working pressures not exceeding 15 pounds gauge per square inch, or at hot water pressure not exceeding 160 pounds gauge per square inch, or at temperatures not exceeding 250° F.

(3) All kinds of furnaces, whether they are made from cast iron or steel, as long as they are used for heating, whether installed on the floor, in the chimney, or within the floor, with or without fans, but not including portable space heaters.

(4) All kinds of radiation made from all kinds of metal, either small tube or large tube, hospital type or wall type, convector type, or any other type, whether designed for steam, hot water, or gas-fired, but not including "radiant" heaters.

(5) All kinds of unit heaters, whether they use gas, electricity, hot water, or steam to produce heat.

(6) All kinds of heating specialities, such as air expellers, air valves, bucket traps, damper regulators, gauge cocks, modulating valves, orifice valves, radiator traps, radiator valves, steam traps, strainers, and vent traps.

(c) *Reconditioned boilers and boiler repair parts include:*

(1) Any cast-iron boiler or cast-iron boiler repair part and those steel boilers and steel boiler repair parts designed by the manufacturer to operate at steam working pressures not exceeding 15 pounds gauge per square inch, or at hot water pressures not exceeding 160 pounds gauge per square inch, or at temperatures not exceeding 250° F, reconditioned in accordance with subparagraph (2) or (3) below.

(2) Type A reconditioned and guaranteed boilers and parts. Cast iron and steel boilers and cast iron and steel boiler repair parts, described in the preceding paragraph (c) (1) shall be deemed to be within "Type A reconditioned and guaranteed boilers and parts" class (see section 10 (a) (1) for ceiling prices) only when the following steps are taken:

1. The interior and exterior surfaces must be thoroughly cleaned;
2. The exterior surfaces must be scraped or sanded;
3. All defective parts must be replaced with new or serviceable used parts;
4. The boiler or boiler repair part must be hydrostatically tested at four times the steam working pressure or twice the water working pressure for which it was designed (minimum 60 pounds gauge per square inch). The seller must certify that there are no leaks or defects at these pressures;
5. All exterior surfaces must be painted;
6. All movable parts must be in free working order;
7. A tag must be attached to or furnished with the boiler or boiler repair part which must have the following guarantee printed thereon;

(Name of seller)

(Address of seller)

guarantees that this boiler (or boiler repair part) has been reconditioned in accordance with the provisions of section 4 (c) (2) of Maximum Price Regulation No. 546 and the seller will repair or replace without charge any materials or parts found defective under proper operating conditions and in the manner for which this boiler (or part) was designed within one year from date of purchase. The seller will either pay for all labor and installation charges or will himself perform all necessary work to replace or repair such defective materials and parts. This guarantee, however, does not apply to grates or grate bars.

(3) Type B reconditioned and guaranteed boilers and parts. Cast iron and steel boilers and cast iron and steel boiler repair parts, described in the preceding paragraph (c) (1), shall be deemed to be within "Type B reconditioned and guaranteed boilers and parts" class (see section 10 (a) (2) for ceiling prices) only when the following steps are taken:

1. The exterior surfaces must be cleaned;
2. All defective parts must be replaced with new or serviceable used parts;
3. The boiler or boiler repair part must be hydrostatically tested at the water working pressure for which it was designed (30 pounds gauge per square inch). The seller must certify that there are no leaks or defects at this pressure;
4. All movable parts must be in free working order;
5. A tag must be attached to or furnished with the boiler or boiler repair part which must have the following guarantee printed thereon:

(Name of seller)

(Address of seller)

guarantees that this boiler or boiler repair part has been reconditioned as defined under section 4 (c) (3) of Maximum Price Regulation No. 546, and the seller will replace without charge any materials or parts found defective under proper operating conditions and in the manner for which this boiler (or part) was designed, within 60 days from the date of purchase. This guarantee does not include labor and installation charges to replace such defective materials or parts nor does this guarantee apply to grates or grate bars.

(d) *Reconditioned automatic domestic hot water heaters.* "Reconditioned automatic domestic hot water heaters" means any automatic domestic hot water heater which has been subjected to the following reconditioning steps:

1. The interior and exterior surfaces have been thoroughly cleaned;
2. All defective parts have been replaced with new or serviceable used parts;
3. The automatic domestic hot water heater has been hydrostatically tested at one and one-half times the water working pressure for which it was designed (minimum 150 pounds gauge per square inch); the seller must certify that there are no leaks or defects at these pressures;
4. All movable parts and automatic devices have been disassembled and the operating mechanism of these parts has been thoroughly examined, with particular attention to the seats and the bimetal expanders; all defective or worn parts have been replaced with new or serviceable used parts; all movable parts and automatic devices have been reassembled;
5. The whole automatic domestic hot water heater has been subjected to a continuous test operation of 6 hours and all automatic devices have been found to operate free and properly under all conditions during this test period;
6. All exterior surfaces have been painted;
7. A tag must be attached to or furnished with the automatic domestic hot water heater which must have the following guarantee printed thereon:

(Name of seller)

(Address of seller)

guarantees that this automatic domestic hot water heater has been reconditioned in accordance with the provisions of section 4 (d) of Maximum Price Regulation No. 546 and the seller will repair or replace without charge any materials or parts found defective under proper operating conditions and in the manner for which this automatic domestic hot water heater was designed within one year from date of purchase. The seller will either pay for all labor and installation charges or will himself perform all necessary work to replace or repair such defective materials or parts.

(e) *Seconds or culls.* "Seconds or culls" mean any new plumbing fixtures designated by the manufacturer as seconds or culls which have at no time been incorporated into or connected to a sanitary plumbing system or plumbing supply system. The term "seconds or culls" includes "rejects," "imperfects," and "damaged."

In the case of vitreous china plumbing fixtures, seconds or culls usually are identified by two red indelible parallel lines placed on the fixture in an inconspicuous place by the manufacturer.

In the case of cast-iron enameled or formed metal plumbing fixtures, seconds or culls are usually identified by a hole punched by the manufacturer in the apron or back of the fixture, although other methods of identification are also used.

SEC. 5. *Persons covered by this regulation.* Any person who makes the kind of a sale and any person who makes the kind of a purchase described by this regulation is covered by it. The term "person" includes an individual, corporation, partnership, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any other Government or any of its political subdivisions, or any agency of any of the foregoing.

SEC. 6. *Relation of this regulation to other regulations.* (a) The provisions of this regulation supersede the provisions of the General Maximum Price Regulation and Maximum Price Regulation No. 188 with respect to sales and deliveries for which maximum prices are established by this regulation.

(b) The following items are not covered by this regulation:

(1) Sales of second hand valves, such as gate, globe, angle, or check valves, remain subject to the General Maximum Price Regulation, particularly section 6.33 (b) of Revised Supplementary Regulation No. 14 to the General Maximum Price Regulation.

(2) Sales of articles and parts listed in Maximum Price Regulation No. 136 (Machines and Machine Parts), [4] such as gauges, pop safety valves, pumps, and controls, remain subject to that regulation.

(3) Sales of used and reconditioned steel boilers designed by the manufacturer to operate at pressures exceeding 15 pounds gauge for steam, or exceeding 160 pounds gauge for hot water, or at temperatures exceeding 250° F. remain subject to Maximum Price Regulation No. 136 (Machines and Machine Parts).

(4) Sales of reusable pipe remain subject to Maximum Price Regulation No. 230 (Reusable Iron and Steel Pipe). [5]

(c) *Installed sales.* The maximum price at which any item subject to this regulation may be sold on an installed basis must be determined under Maximum Price Regulation No. 251 (Construction and Maintenance Services and Sales of Building and Industrial Equipment and Materials on an Installed or Erected Basis), [6] to the extent that Maximum Price Regulation No. 251 or any revision thereof, or successor regulation thereto, is applicable.

(d) *Exports.* Maximum prices for export sales of items covered by this regulation shall be determined in accordance with the provisions of the Second Revised Export Price Regulation [7] issued by the Office of Price Administration.

(e) *Imports.* This regulation is not applicable to initial sales of used plumbing and heating equipment, including seconds or culls, which originate outside of and are imported into the Continental United States. Such initial sales and deliveries are governed by the Second Revised Maximum Export Price Regulation. All subsequent sales, however, are subject to this regulation.

ARTICLE II—USED PLUMBING AND HEATING EQUIPMENT

SEC. 7. *Ceiling prices for used plumbing and heating equipment for sales at wholesale.*—(a) *Listed items.* On and after the 9th day of August 1944, the ceiling price for a sale at wholesale of any item listed in the Schedule set forth in section 24 is the price established in Column II of the Schedule for the State or area in which the seller's place of business is located.

(b) *Unlisted items.* The ceiling price for a sale at wholesale of any item of used plumbing and heating equipment covered by this regulation but not listed in the schedule, *regardless of the place of sale,* shall be determined by deducting 66⅔ percent from any manufacturer's list price in effect at the time of the sale for a new item of the same kind, shape, and style.

(c) *What the ceiling price for a sale at wholesale includes.* (1) The ceiling price for a sale at wholesale is a price f. o. b. the seller's store or yard. If the sale is made on a delivered basis, the charge for delivery must not exceed common truck carrier rates for the most similar type of haul and such charges must be stated separately on the invoice.

The ceiling price applies to all used plumbing and heating equipment, in usable condition, and includes the repair, refinishing, or addition of parts to the article. However, in the case of reconditioned boilers and boiler repair parts and reconditioned automatic domestic hot-water heaters, the maximum prices set forth in sections 10 (a), 10 (b), or 10 (c) may be charged.

(2) Whenever the description of an item listed in the schedule set forth in section 24 of this regulation or the manufacturer's list price includes certain parts, trimmings, appliances, or appurtenances which the seller is unable to furnish or supply, the invoice must show the ceiling price permitted by this regulation and also the amount allowed for such missing part, trimming, appliance, or appurtenance. The amount of this allowance shall not be less than one-tenth (10 percent) of the manufacturer's list price in effect at the time of the sale for a new part, trimming, appliance, or appurtenance of the same or similar kind, shape, or style. No allowance, however, need be made for the absence of firing tools in connection with the sale of a boiler.

(3) Any Federal, State, city or county sales tax, including the cost of seals if required by city ordinances, may be added to the ceiling price, if permitted by this regulation, but this sales tax must be stated separately on the invoice; otherwise, the seller is not permitted to

[1] 9 F.R. 3581, 3590, 4391, 4948.

[4] 9 F.R. 4748.

[5] 7 F.R. 7731, 7914, 8935; 8 F.R. 1621, 3520, 12014.

[6] 7 F.R. 8878; 8 F.R. 3628, 9334.

[7] 8 F.R. 4132, 5987, 7662, 9998, 15193; 9 F.R. 1036.

charge for it. (See section 17 for full particulars).

SEC. 8. *Ceiling prices for used plumbing and heating equipment for sales at retail*—(a) *Listed items.* On and after the 9th day of August 1944, the ceiling price for sale at retail of any item listed in the schedule set forth in section 24 is the price established in Column III of the schedule for the State or area in which the seller's place of business is located.

(b) *Unlisted items.* The ceiling price for a sale at retail of any item of used plumbing and heating equipment covered by this regulation but not listed in the schedule, *regardless of the place of sale,* shall be determined by deducting 45 percent from any manufacturer's list price in effect at the time of the sale for a new item of the same kind, shape, and style.

(c) *What the ceiling price for a sale at retail includes.* (1) The ceiling price for a sale at retail for used plumbing and heating equipment, in the case of persons selling such equipment during March 1942, includes free delivery within the area recognized by the seller as a free delivery area during March 1942. If the seller delivers outside his recognized free delivery area, or if the seller did not render free delivery services during March 1942, the charge for delivery from the seller's store or yard must not exceed common carrier truck rates for the most similar type of haul and such charges must be stated separately on the invoice.

If the seller did not sell used plumbing and heating equipment during March 1942, he shall be governed by the delivery practices of his closest competitor located within the seller's trading area.

Section 21 sets forth the conditions under which the requirement for free delivery may be suspended.

The ceiling price applies to all used plumbing and heating equipment in usable condition, and includes the repair, refinishing, or addition of parts to the article. However, in the case of reconditioned boilers and boiler repair parts and reconditioned automatic domestic hot-water heaters, the maximum prices set forth in sections 10 (a), 10 (b), or 10 (c) may be charged.

(2) Whenever the description of an item listed in the schedule set forth in section 24 of this regulation or the manufacturer's list price includes certain parts, trimmings, appliances, or appurtanances which the seller is unable to furnish or supply, the invoice must show the ceiling price permitted by this regulation and also the amount allowed for such missing part, trimming, appurtenance, or appliance. The amount of this allowance shall be not less than one-fifth (20 percent) of the manufacturer's list price in effect at the time of the sale for a new part, trimming, appliance, or appurtenance of the same or similar kind, shape, or style. No allowance, however, need be made for the absence of firing tools in connection with the sale of a boiler.

(3) Any Federal, state, city or county sales tax, including the cost of seals if required by city ordinances, may be added to the ceiling price, if permitted by this regulation, but this sales tax must be stated separately on the invoice; otherwise, the seller is not permitted to charge for it. (See section 17 for full particulars.)

SEC. 9. *Posting provisions.* A copy of the schedule applicable for the State or area in which the seller's place of business is located must be posted in a conspicuous place in the store or place of business to which it is applicable and it must be clearly visible to all purchasers.

No part of the price schedule applicable to the seller's location which must be posted, as described above, may be blocked out, covered up, or otherwise obscured.

ARTICLE III—RECONDITIONED BOILERS AND BOILER REPAIR PARTS AND RECONDITIONED AUTOMATIC DOMESTIC HOT WATER HEATERS

SEC. 10. *Ceiling prices for reconditioned boilers and boiler repair parts, and reconditioned automatic domestic hot water heaters*—(a) (1) *How to determine the ceiling price for Type A reconditioned and guaranteed boilers and boiler repair parts, and reconditioned automatic domestic hot water heaters, when sold at retail.* The ceiling price for a sale at retail for a Type A Reconditioned and Guaranteed Boiler or Boiler Repair Part (see section 4 (c) (2) for reconditioning steps and guarantee), or a reconditioned automatic domestic hot water heater (see section 4 (d) for reconditioning steps and guarantee), *regardless of the place of sale,* is to be determined by deducting 15 percent from any manufacturer's maximum list price in effect at the time of sale for a new boiler or boiler repair part, or a new automatic domestic hot water heater of the same kind, shape, and style.

When checking a manufacture's maximum list price, be sure the maximum list price being used conforms with Maximum Price Regulation No. 272 (Cast-Iron Boilers and Cast-Iron Radiation) [8] or any other maximum price regulation that may be issued hereafter by the Office of Price Administration which establishes maximum prices for new boilers, new boiler repair parts, or new automatic domestic hot water heaters.

(2) *How to determine the ceiling price for Type B reconditioned and guaranteed boilers and boiler repair parts.* The ceiling price for a sale at retail for a Type B reconditioned and guaranteed boiler or boiler repair part (see section 4 (c) (3) for reconditioning steps and guarantee), *regardless of the place of sale,* is to be determined by deducting 35 percent from any manufacturer's maximum list price in effect at the time of sale for a new boiler or boiler repair part, or a new automatic domestic hot water heater of the same kind, shape, and style.

When checking a manufacturer's maximum list price, be sure the maximum list price being used conforms with Maximum Price Regulation No. 272 (Cast-Iron Boilers and Cast-Iron Radiation) or any other maximum price regulation that may be issued hereafter by the Office of Price Administration which establishes maximum prices for new boilers, new boiler repair parts, or new automatic domestic hot water heaters.

(b) *What the ceiling price for a reconditioned boiler, boiler repair part, or an automatic domestic hot water heater includes when sold at retail.* (1) The ceiling price for a sale at retail for a reconditioned boiler, boiler repair part, or an automatic domestic hot water heater, in the case of persons selling such articles during March 1942, includes free delivery within the area recognized by the seller as a free delivery area during March 1942. If the seller delivers outside his recognized free delivery area, or if the seller did not render free delivery services during March 1942, the charge for delivery from the seller's store or yard must not exceed common carrier truck rates for the most similar type of haul and such charges must be stated separately on the invoice.

If the seller did not sell reconditioned boilers, boiler repair parts, or automatic domestic hot water heaters during March 1942, he shall be governed by the delivery practices of his closest competitor located within the seller's trading area.

(2) Whenever the manufacturer's maximum list price for a new boiler or a new boiler repair part or a new automatic domestic hot water heater includes certain parts, trimmings, appliances, or appurtenances, including firing tools, which the seller is unable to furnish or supply, the invoice must show the ceiling price permitted by this regulation and also the amount allowed for such missing part, trimming, appliance, appurtenance, or firing tool. The amount of this allowance shall be not less than one-half (50 percent) of the manufacturer's maximum list price for a new part, trimming, appliance, appurtenance, or firing tool of the same or similar kind, shape, or style.

(3) Any Federal, state, city or county sales tax, including the cost of seals if required by city ordinances, may be added to the ceiling price, if permitted by this regulation, but this sales tax must be stated separately on the invoice; otherwise, the seller is not permitted to charge for it. (See section 17 for full particulars.)

(c) *How to determine ceiling prices for reconditioned boilers and boiler repair parts, and reconditioned automatic domestic hot water heaters when sold at wholesale.* The ceiling prices established in paragraphs (a) (1) and (a) (2) of this section for sales at retail are the ceiling prices for sales at wholesale for reconditioned boilers and boiler repair parts; and reconditioned automatic domestic hot water heaters, *except* that the seller *must deduct* from the retail ceiling prices the net dollar differential, or discount differential, or cash differential, or other allowances which he had in effect during the month of March 1942 for all sales at wholesale.

ARTICLE IV—SECONDS OR CULLS

SEC. 11. *Ceiling prices for seconds or culls.* The ceiling price for seconds or culls, *regardless of the place of sale* and whether the seller is a manufacturer, wholesaler, or retailer, must be determined by deducting 15 percent from the ceiling price established by applicable maximum price regulation for new first grade plumbing fixtures of the same kind, shape, and style, to a purchaser of the same class.

The term "applicable regulation" in this instance refers to the General Maximum Price Regulation, Maximum Price Regulation No. 188, or any other applicable price regulation that has been or hereafter may be issued by the Office of Price Administration establishing ceiling prices for new first grade plumbing fixtures.

(a) *What the ceiling price for seconds or culls includes.* The ceiling price for seconds or culls includes at least the same rendition of services, at least the same extension of cash discounts, and at least the same absorption of freight charges as were or would have been rendered or extended on comparable sales of new first grade plumbing fixtures during the month of March 1942, or as are established by the applicable regulation for any new first grade plumbing fixtures.

ARTICLE V—MISCELLANEOUS PROVISIONS

SEC. 12. *Prohibited practices*—(a) *General.* Any practice which is a device to secure the effect of a higher-than-ceiling price without actually raising the dollars-and-cents price is as much a violation of this regulation as an outright overceiling price. This applies, but is not confined to, devices making use of commissions, services, transportation arrangements, premiums, special privileges, tying agreements, trade understandings, invoicing, auction sales, and the like.

(b) *Special prohibited practices.* The following are among the specific practices prohibited by this regulation, but without limiting the general applicability of paragraph (a) above:

(1) Requiring a purchaser to buy a combination of used equipment, seconds or culls, or parts in excess of those parts which he wants as a condition of receiving used equipment, seconds or culls, or parts which he does want.

(2) Making terms or conditions of sales more onerous to the purchaser than those in effect or available to the purchaser during March 1942.

(3) Securing the effect of higher prices by changing credit practices or cash discounts from what they were during March 1942. This includes, but is not limited to, reducing the cash discount period, or decreasing the credit period.

SEC. 13. *Penalties.* (a) Persons violating any provisions of this regulation are subject to the criminal penalties, civil enforcement actions, and suits for treble damages provided by the Emergency Price Control Act of 1942, as amended.

(b) No War Procurement Agency, or any contracting or paying finance officer thereof, shall be subject to any liability, civil or criminal, imposed by this regulation or by the Emergency Price Control Act of 1942, as amended. "War Procurement Agency" as used in this paragraph includes the War Department, the Navy Department, United States Maritime Commission, and the Lend-Lease Section of the Procurement Division of the Treasury Department, or any agency of the foregoing.

SEC. 14. *Application for adjustment*—(a) *Government contracts.* Any person who has made or intends to make a government contract, or subcontract thereunder, who believes that a maximum price under this regulation impedes or threatens to impede the production, manufacture, or distribution of a commodity or the supply of a service which is essential to the war program and which is or will be the subject of the contract or subcontract may file an application for adjustment of that maximum price in accordance with Procedural Regulation No. 6,[9] issued by the Office of Price Administration.

(b) *Local shortage.* The Office of Price Administration, or any duly authorized representative thereof, may by order adjust any maximum price established under this regulation for any seller when it appears:

(1) That there exists or threatens to exist in a particular locality a shortage in the supply of any item of used plumbing and heating equipment, seconds or culls subject to this regulation, which aids directly in the war program or is essential to a standard of living consistent with the prosecution of the war; and

(2) That such local shortage will be substantially reduced or eliminated by adjusting the maximum prices of such seller and of like sellers for such commodity or service; and

(3) That such adjustment will not create or tend to create a shortage, or a need for increases in prices, in another locality, and will effectuate the purposes of the Emergency Price Control Act of 1942, as amended.

Each regional administrator is authorized to make adjustments or act upon applications for adjustment under this paragraph (b).

Applications for adjustment shall be filed in accordance with Revised Procedural Regulation No. 1.[10]

SEC. 15. *Petitions for amendment.* Any person seeking a modification of any provision of this regulation may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1. A petition for amendment must propose a change of general applicability in the regulation for the industry as a whole or a substantial portion thereof, or a change affecting all sellers in a given area, as distinguished from an application which seeks an individual price adjustment.

SEC. 16. *Adjustable pricing.* Any person may agree to sell at a price which can be increased up to the maximum price in effect at the time of delivery, but no person may, unless authorized by the Office of Price Administration, deliver or agree to deliver at prices to be adjusted upward in accordance with action taken by the Office of Price Administration after delivery. Such authorization may be given when a request for a change in the applicable maximum prices is pending, but only if the authorization is necessary to promote distribution or production and if it will not interfere with the purpose of the Emergency Price Control Act of 1942, as amended. The authorization may be given by the Administrator or by any official of the Office of Price Administration to whom the authority to grant such authorization has been delegated. The authorization will be given by order, except that it may be given by letter or telegram when the contemplated revision will be the granting of an individual application for adjustment.

SEC. 17. *Federal and state taxes.* (a) There may be added to the maximum prices established by this regulation the amount of tax levied by any Federal excise tax statute or any state or municipal sales, gross receipts, gross proceeds, or compensating use tax statute or ordinance under which the tax is measured by gross proceeds or units of sales if, but only if:

(1) Such statute or ordinance requires the vendor to state the tax separately from the purchase price paid by the purchaser, consumer, or user, on the bill, sales check, or evidence of sale at the time of the transaction; or

(2) Such statute or ordinance requires such tax to be separately paid by the purchaser, consumer, or user with tokens or other media of state or municipal tax payments; or

(3) Such statute or ordinance permits the vendor to state such tax separately, and such tax is in fact stated separately by the vendor.

The amount of tax permitted to be added by this paragraph (a) shall in no event exceed the amount required to be paid by the purchaser, consumer, or user under the applicable statute or ordinance.

(b) There may be added to the maximum prices established by this regulation the cost of seals to be affixed under any city ordinance which requires the vendor to affix such a seal prior to the sale of the article.

The amount permitted to be added by this paragraph (b) shall in no event exceed the amount required to be paid by the vendor under the applicable statute or ordinance, and such amount must be stated separately on the invoice.

(c) Sales and deliveries of used and reconditioned plumbing and heating equipment, seconds or culls, the maximum prices for which are established by this regulation, are subject to Supplementary Order No. 31,[11] issued by the Office of Price Administration. For the purpose of determining the applicable maximum price of any used and reconditioned plumbing and heating equipment, the tax on the transportation of property imposed by the Revenue Act of 1942 shall be treated as though it were an increase in the amount charged by every person engaged in the business of transporting property for hire. To the extent that a seller must bear transportation charges, he shall also bear the tax thereon. To the extent that a buyer must bear transportation charges, he shall also bear the tax thereon. In no event shall the tax upon transportation of property, imposed by the Revenue

[8] 7 F.R. 9486, 9972, 10618; 8 F.R. 6356, 13712; 9 F.R. 2301, 3709.

[9] 7 F.R. 5087, 5664; 8 F.R. 6173, 6174, 12024.

[10] 9 F.R. 5791.

[11] 7 F.R. 9894; 8 F.R. 1312, 3702, 9521.

Act of 1942, be considered as a tax within the meaning of the preceding paragraph (a) of this section.

SEC. 18. *Records.* Every person making sales or deliveries subject to this regulation must keep records containing a description of each sale and delivery, including the date of the sale, the name and address of the purchaser, the price charged, the quantity sold, and the type and classification of the product sold. Records of a kind the seller has customarily kept also must be retained. Purchasers, other than ultimate users, must keep similar records. All such records must be available for inspection by representatives of the Office of Price Administration for so long as the Emergency Price Control Act of 1942, as amended, remains in effect.

Copies of sales slips or invoices may be used for the purpose of this paragraph if such sales slips or invoices contain the information required therein.

SEC. 19. *Reports.* Persons subject to this regulation shall submit such reports as the Office of Price Administration may from time to time require, subject to the approval of the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

SEC. 20. *Notification of purchaser of existence of regulation.* Every person selling used and reconditioned plumbing and heating equipment, seconds or culls, subject to this regulation, shall before making the first sale of used and reconditioned plumbing and heating equipment, seconds or culls, to any purchaser, notify the purchaser of the existence of this regulation and, upon request of the purchaser, make available a copy of this regulation at the seller's principal place of business and at every branch office for examination by the purchaser, together with a list of his approved maximum prices for the items appearing on the schedule (section 24) of this regulation.

SEC. 21. *Suspension of free delivery requirement.* Each Regional Administrator may, by order, grant a seller or group of sellers authority to suspend free service or the requirement for absorption of delivery charges for sales at retail of used plumbing and heating equipment in any case in which:

(a) The seller at retail certifies that he is located in a labor area classified by the War Manpower Commission as a No. 1 or No. 2 critical labor area; and

(b) The Regional Administrator finds that the granting of such authorization will not be inconsistent with the purposes of the Emergency Price Control Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328.

Each District Director of the Office of Price Administration to whom the Regional Administrator has delegated authority may issue orders under this section 21.

SEC. 22. *Licensing.* The provisions of Licensing Order No. 1 [12] licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation. A seller's license may be suspended for violations of the license or of one or more maximum price regulations. A person whose license is suspended may not, during the period of suspension, make any sales for which his license has been suspended.

SEC. 23. *Other definitions.* Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942, as amended, shall apply to any other terms not specifically defined herein.

SEC. 24. *Schedules of ceiling prices for certain items of used plumbing and heating equipment.* 25 schedules of ceiling prices for 65 items of used plumbing and heating equipment are part of this regulation. Each schedule sets forth the ceiling price for each item when sold at wholesale as well as at retail. Each schedule is applicable to the State or area shown at the head of the schedule. In those instances where a city, town, or community is located in two states, the lower of the two sets of ceiling prices must be used. For example, the ceiling prices for Bristol, Virginia-Tennessee are those set forth in the appropriate schedule for Virginia.

LIST OF STATES AND AREAS, TOGETHER WITH THE APPLICABLE SCHEDULE NUMBER

STATES

Alabama, Schedule No. 17.
Arizona, Schedule No. 12.
Arkansas, Schedule No. 18.
California, except the Metropolitan Area of San Francisco, Schedule No. 5.
Colorado, Schedule No. 20.
Connecticut, Schedule No. 2.
Delaware, Schedule No. 3.
District of Columbia, Schedule No. 4.
Florida, Schedule No. 24.
Georgia, Schedule No. 16.
Idaho, Schedule No. 18.
Illinois, Schedule No. 11.
Indiana, Schedule No. 10.
Iowa, Schedule No. 14.
Kansas, Schedule No. 18.
Kentucky, Schedule No. 11.
Louisiana, except the City of New Orleans, Schedule No. 19.
Maine, Schedule No. 8.
Maryland, Schedule No. 4.
Massachusetts, Schedule No. 4.
Michigan, except the Upper Peninsula of Michigan, Schedule No. 10.
Minnesota, Schedule No. 14.
Mississippi, Schedule No. 23.
Missouri, Schedule No. 15.
Montana, Schedule No. 23.
Nebraska, Schedule No. 18.
Nevada, Schedule No. 12.
New Hampshire, Schedule No. 7.
New Jersey, except five counties considered part of Metropolitan New York City, Schedule No. 2.
New Mexico, Schedule No. 21.
New York, except the Metropolitan Area of New York City, Schedule No. 4.
North Carolina, Schedule No. 10.
North Dakota, Schedule No. 18.
Ohio, Schedule No. 9.
Oklahoma, Schedule No. 19.
Oregon, Schedule No. 11.
Pennsylvania, Schedule No. 4.
Rhode Island, Schedule No. 3.
South Carolina, Schedule No. 12.
South Dakota, Schedule No. 18.
Tennessee, except the City of Memphis, Schedule No. 14.
Texas east of the 100th Meridian, Schedule No. 21.
Texas west of the 100th Meridian, Schedule No. 23.
Utah, Schedule No. 15.
Vermont, Schedule No. 7.
Virginia, Schedule No. 6.
Washington, Schedule No. 13.
West Virginia, Schedule No. 7.
Wisconsin, Schedule No. 12.
Wyoming, Schedule No. 20.

POINTS NOT COVERED ABOVE

City of Memphis, Schedule No. 22.
City of New Orleans, Schedule No. 25.
Metropolitan Area of New York City: Counties in New York—New York, Bronx, Kings, Queens, Richmond, Nassau, and part of Westchester. Counties in New Jersey—Bergen, Hudson, Essex, Union, and part of Passaic, Schedule No. 1.
Metropolitan Area of San Francisco: Counties in California—San Francisco, Marin, Sonoma, Napa, Yolo, Solano, Sacramento, San Joaquin, Contra Costa, Alameda, San Mateo, Santa Clara, Santa Cruz, Schedule No. 1.
Michigan: Upper Peninsula, Schedule 12.
New Jersey, counties of: Bergen, Hudson, Essex, Union, and part of Passaic, Schedule No. 1.

SCHEDULE 1

Applicable to the Metropolitan Area of San Francisco consisting of the following counties: San Francisco, Marin, Sonoma, Napa, Yolo, Solano, Sacramento, San Joaquin, Contra Costa, Alameda, San Mateo, Santa Clara, and Santa Cruz.

Metropolitan Area of New York City consisting of the following counties in New York State: New York, Bronx, Kings, Queens, Richmond, Nassau, and Westchester south of a line beginning at North Tarrytown and extending due east to the New York-Connecticut State line.

In New Jersey: Bergen, Hudson, Essex, Union, and that part of Passaic east of Pompton Lake and the Pompton River.

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures (Less fittings unless specifically stated):		
Bathtub, single shell, roll rim, recess or corner, on base or on legs, all sizes	$11.50	$17.25
Bathtub, with apron, double shell, recess or corner, all sizes	16.50	24.75
Lavatory, pedestal type, including rod, and brackets, all sizes	7.00	10.50
Lavatory, leg type, including leg, rod, and brackets, all sizes	3.50	5.25
Lavatory, wall hung, with or without apron, including hanger, all sizes	3.75	5.65
Lavatory, wall hung, corner type, with or without apron, including hanger, all sizes	2.50	3.75
Pedestal only for pedestal lavatory	1.25	1.90
Leg with rod only for leg lavatory	.75	1.15
Sink, wall hung, without apron, including hanger, size 24" and smaller	2.75	4.15
Sink, wall hung, without apron, including hanger, size 25" and larger	3.75	5.65
Sink, wall hung, with apron, including hanger, size 24" and smaller	3.50	5.25
Sink, wall hung, with apron, including hanger, size 25" and larger	4.50	6.75
Combination single drainboard sink (sink with integral drainboard), wall hung, with or without apron, including hangers, all sizes	11.50	17.25
Combination double drainboard sink (sink with integral drainboards), wall hung, with or without apron, including hangers, all sizes	15.00	22.50
Sink and tray (one piece) combination, wall hung, with or without apron, including hangers and leg under tray, all sizes	15.00	22.50
Leg with rod (long) only, for sink, one piece or adjustable	1.25	1.90
Leg with rod (short) only, for tray, one piece or adjustable	1.00	1.50
Drainboard, all sizes	.75	1.15
Slop sink, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	6.00	9.00
Wash tray, single compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	6.00	9.00
Wash tray, double compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	12.00	18.00
Vitreous china plumbing fixtures (less fittings unless specifically stated):		
Water closet bowl, all types, all shapes and kinds, including spud	2.50	3.75
Low tank, six or eight gallon capacity, all shapes and kinds, including and complete with fittings and cover, except supply pipe to floor or wall	4.50	6.50
Low tank, six or eight gallon capacity, all shapes and kinds, without fittings, but including cover	2.25	3.40
Cover only for six or eight gallon capacity low tank, all shapes and kinds	1.00	1.50
Porcelain (glazed earthenware) plumbing fixtures (less fittings unless specifically stated):		
Single sink, tray, or washtub, with or without back, all sizes	3.00	4.50
Double sink, tray, or washtub, with or without back, all sizes	6.00	9.00
Plumbing fixture supply fittings (Irrespective of finish, material, shape, designs, or style). Complete with locknuts, coupling nuts, and tailpieces or union connections, unless provided with IPS male or female thread:		
Lavatory faucet, single	.60	.90
Combination lavatory supply fitting	1.50	2.25
Combination lavatory supply fitting with pop-up waste	2.00	3.00
Combination bath faucet, including couplings	1.25	1.90
Combination bath faucet with shower diverter or transfer valve	2.50	3.75
Combination bath faucet with shower diverter or transfer valve, shower riser and shower head, with or without ball joint	3.50	5.25
Combination bath faucet with shower diverter or transfer valve, shower riser, and shower head, with or without ball joint and "D" or "O" type rod for curtain, but not including curtain and pins	4.50	6.75
Exposed two-valve shower fixture only	1.75	2.65
Exposed two-valve shower fixture, including riser and shower head, with or without ball joint	2.25	3.40
Shower attachment (portable) including faucet attacher, hose, riser, riser support, shower head, and "D" or "O" type rod for curtain but not including curtain and pins	2.25	3.40
Concealed two-valve supply fixture	1.75	2.65
Concealed two-valve over-rim tub filler supply fixture, including tub filler	2.25	3.40
Concealed two-valve shower supply fixture, including shower head (with or without ball joint), arm to wall, and escutcheon	$2.50	$3.75
Concealed three-valve (transfer valve) supply fixture	2.50	3.75
Concealed three-valve (transfer valve) supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.50	5.25
Concealed four valve supply fixture	2.75	4.15
Concealed four-valve supply fixture, including overrim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.75	5.65
Sink faucet, single	.60	.90
Combination sink supply fitting (for installation through deck, sink top, sink back, or to wall), with or without soap dish, with rigid or swing spout, with or without spray	2.00	3.00
Plumbing fixtures waste fittings (irrespective of finish, material, shape, design, or style) complete with slip nuts and slip nut washers for slip joints:		
P. O. plug for lavatory, including tailpiece 4" or longer	.25	.40
Pop-up or lift waste for lavatory, including tailpiece 2½" or longer	1.20	1.80
Connected waste and overflow for bathtub, concealed or exposed, including chain, chain stay, and tailpiece 1½" or longer, with or without stopper	1.50	2.25
Connected pop-up or lift waste and overflow for bathtub, concealed or exposed, including tail piece 1½" or longer	1.75	2.65
Sink strainer, flat type, including tailpiece	.30	.45
Sink strainer, cup type, including tailpiece	.50	.75
Two-part continuous waste, exclusive of trap	1.20	1.80
Three-part continuous waste, exclusive of trap	1.80	2.70
Trap, all types, except bag trap or anti-syphon trap:		
Size 1¼" outlet	.75	1.15
Size 1½" outlet	.75	1.15
Size 2" outlet	.95	1.45
Toilet seats. All types, with or without cover, painted, varnished, or sheet covered, including nuts and washers	.75	1.15
Hot water tanks and heaters:		
30-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	2.25	3.00
40-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	2.75	3.50
Flat top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	3.00	4.25
Dome top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	3.75	5.25
USED HEATING EQUIPMENT		
Cast iron radiation (ceiling price is per square foot of heating surface for water-tested radiation and includes necessary plugs and bushings):		
All radiation up to 26" high	.16	.23
All radiation 27" and higher	.14	.20

Ceiling prices for items not listed in this schedule must be determined in accordance with the terms of section 7 (for wholesalers) or 8 (for retailers).

SCHEDULE 2

Applicable to the State of: Connecticut.

State of: New Jersey, except the following counties: Bergen, Hudson, Essex, Union, and that part of Passaic East of Pompton Lake and the Pompton River (see Schedule 1 for these counties).

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures (Less fittings unless specifically stated):		
Bathtub, single shell, roll rim, recess or corner, on base or on legs, all sizes	$12.55	$18.30
Bathtub, with apron, double shell, recess or corner, all sizes	17.70	25.95
Lavatory, leg type, including leg, rod, and brackets, all sizes	3.80	5.55
Lavatory, pedestal type, including pedestal, all sizes	7.45	10.95
Lavatory, wall hung, with or without apron, including hanger, all sizes	4.00	5.90
Lavatory, wall hung, corner type, with or without apron, including hanger, all sizes	2.75	4.00
Pedestal only for pedestal lavatory	1.45	2.10
Leg with rod only for leg lavatory	.85	1.25
Sink, wall hung, without apron, including hanger, size 24" and smaller	2.95	4.35
Sink, wall hung, with apron, including hanger, size 24" and smaller	4.05	5.95
Sink, wall hung, with apron, including hanger, size 24" and smaller	3.75	5.50
Sink, wall hung, with apron, including hanger, size 25" and larger	4.80	7.05
Combination single drainboard sink (sink with integral drainboard), wall hung, with or without apron, including hangers, all sizes	12.25	18.00
Combination double drainboard sink (sink with integral drainboards), wall hung, with or without apron, including hangers, all sizes	9.90	14.40
Sink and tray (one piece) combination, wall hung, with or without apron, including hangers and leg under tray, all sizes	15.90	23.40
Leg with rod (long), only, for sink, one piece or adjustable	1.35	2.00
Leg with rod (short) only, for tray, one piece, or adjustable	1.05	1.55
Drainboard, all sizes	.80	1.20
Slop sink, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	6.40	9.40
Wash tray, single compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	6.60	9.60
Wash tray, double compartment, with or without back (with iron leg support if without back), with or without apron, including hangar, all sizes	13.20	19.20
Vitreous china plumbing fixtures (less fittings unless specifically stated):		
Water closet bowl, all types, all shapes and kinds, including spud	2.65	3.90
Low tank, six or eight gallon capacity, all shapes and kinds, including and complete with fittings and cover, except supply pipe to floor or wall	4.70	6.70
Low tank, six or eight gallon capacity, all shapes and kinds, without fittings, but including cover	2.40	3.55
Cover only for six or eight gallon capacity low tank, all shapes and kinds	1.05	1.55
Porcelain (glazed earthenware) plumbing fixtures (less fittings unless specifically stated):		
Single sink, tray, or washtub, with or without back, all sizes	3.30	4.80
Double sink, tray, or washtub, with or without back, all sizes	6.60	9.60

[12] 8 F.R. 13240.

SCHEDULE 2—Continued

Column I: Description of the article	Col. II: Ceiling price for sales at wholesale	Col. III: Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Plumbing fixture supply fittings (irrespective of finish, material, shape, design, or style):		
Complete with locknuts, coupling nuts, and tailpieces or union connections, unless provided with IPS male or female thread	$0.65	$0.95
Lavatory faucet, single	1.55	2.30
Combination lavatory supply fitting	2.05	3.05
Combination lavatory supply fitting with pop-up waste	1.30	1.95
Combination bath faucet, including couplings	2.55	3.80
Combination bath faucet with shower diverter or transfer valve	3.55	5.30
Combination bath faucet with shower diverter or transfer valve, shower riser and shower head, with or without ball joint	1.80	2.70
Combination bath faucet with shower diverter or transfer valve, shower riser, and shower head, with or without ball joint and "D" or "O" type rod for curtain, but not including curtain and pins	2.30	3.45
Exposed two-valve shower fixture only	1.80	2.70
Exposed two-valve shower fixture, including riser and shower head, with or without ball joint	2.30	3.45
Shower attachment (portable) including faucet attacher, hose, riser, riser support, shower head, and "D" or "O" type rod for curtain but not including curtain and pins	2.30	3.45
Concealed two-valve supply fixture	1.80	2.70
Concealed two-valve over-rim tub filler supply fixture, including tub filler	2.30	3.45
Concealed two-valve shower supply fixture, including shower head (with or without ball joint), arm to wall, and escutcheon	2.55	3.80
Concealed three-valve (transfer valve) supply fixture	2.55	3.80
Concealed three-valve (transfer valve) supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.55	5.30
Concealed four-valve supply fixture	2.80	4.20
Concealed four-valve supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.80	5.70
Sink faucet, single	.65	.95
Combination sink supply fitting (for installation through deck, sink top, sink back, or to wall), with or without soap dish, with rigid or swing spout, with or without spray	2.05	3.05
Plumbing fixture waste fittings (irrespective of finish, material, shape, design, or style):		
Complete with slip nuts and slip nut washers for slip joints		
P. O. plug for lavatory, including tailpiece 4" or longer	.30	.45
Pop-up or lift waste for lavatory, including tailpiece 2½" or longer	1.25	1.85
Connected waste and overflow for bathtub, concealed or exposed, including chain, chain stay, and tailpiece 1½" or longer, with or without stopper	1.55	2.30
Connected pop-up or lift waste and overflow for bathtub, concealed or exposed, including tailpiece 1½" or longer	1.80	2.70
Sink strainer, flat type, including tailpiece	.35	.50
Sink strainer, cup type, including tailpiece	.55	.80
Two-part continuous waste, exclusive of trap	1.25	1.85
Three-part continuous waste, exclusive of trap	1.85	2.75
Trap, all types except bag trap or anti-syphon trap:		
Size 1¼" outlet	.80	1.20
Size 1½" outlet	.80	1.20
Size 2" outlet	1.00	1.50
Toilet seats, all types with or without cover, painted, varnished, or sheet covered including nuts and washers	.80	1.20

SCHEDULE 2—Continued

Column I: Description of the article	Col. II: Ceiling price for sales at wholesale	Col. III: Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Hot water tanks and heaters:		
30-gallon range boiler, all kinds of shapes and styles irrespective of inside or outside finish	$2.40	$3.15
40-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	3.00	3.75
Flat top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	3.25	4.50
Dome top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	4.05	5.55
USED HEATING EQUIPMENT		
Cast iron radiation (ceiling price is per square foot of heating surface for water-tested radiation and includes necessary plugs and bushings):		
All radiation up to 26" high	.18	.25
All radiation 27" and higher	.16	.22

Ceiling prices for items not listed in this schedule must be determined in accordance with the terms of section 7 (for wholesalers) or 8 (for retailers).

SCHEDULE 3

Applicable to the State of: Delaware.
State of: Rhode Island.

Column I: Description of the article	Col. II: Ceiling price for sales at wholesale	Col. III: Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures (less fittings, unless specifically stated):		
Bathtub, single shell, roll rim, recess or corner, on base or on legs, all sizes	$12.75	$18.50
Bathtub, with apron, double shell, recess or corner, all sizes	17.90	26.15
Lavatory, pedestal type, including pedestal, all sizes	7.55	11.05
Lavatory, leg type, including leg, rod, and brackets, all sizes	3.85	5.60
Lavatory, wall hung, with or without apron, including hanger, all sizes	4.00	5.90
Lavatory, wall hung, corner type, with or without apron, including hanger, all sizes	2.75	4.00
Pedestal only for pedestal lavatory	1.50	2.15
Leg with rod only for leg lavatory	.85	1.25
Sink, wall hung, without apron, including hanger, size 24" and smaller	3.00	4.40
Sink, wall hung, without apron, including hanger, size 25" and larger	4.10	6.00
Sink, wall hung, with apron, including hanger, size 24" and smaller	3.75	5.50
Sink, wall hung, with apron, including hanger, size 25" and larger	4.85	7.10
Combination single drainboard sink (sink with integral drainboard), wall hung, with or without apron, including hangers, all sizes	12.40	18.15
Combination double drainboard sink (sink with integral drainboards), wall hung, with or without apron, including hangers, all sizes	16.05	23.55
Corner drainboard sink (sink with integral drainboard(s) and corner back), wall hung, with or without apron, including hangers, single or double drainboard, all sizes	10.05	14.65
Sink and tray (one piece) combination, wall hung, with or without apron, including hangers and leg under tray, all sizes	16.05	23.55

SCHEDULE 3—Continued

Column I: Description of the article	Col. II: Ceiling price for sales at wholesale	Col. III: Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures (less fittings), etc.—Continued.		
Leg with rod (long) only, for sink, one piece or adjustable	$1.35	$2.00
Leg with rod (short) only, for tray, one piece or adjustable	1.05	1.55
Drainboard, all sizes	.80	1.20
Slop sink, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	6.45	9.45
Wash tray, single compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	6.70	9.70
Wash tray, double compartment, or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	13.40	19.40
Vitreous china plumbing fixtures (less fittings unless specifically stated):		
Water closet bowl, all types, all shapes and kinds, including spud	2.70	3.95
Low tank, six or eight gallon capacity, all shapes and kinds, including and complete with fittings and cover, except supply pipe to floor or wall	4.70	6.70
Low tank, six or eight gallon capacity, all shapes and kinds, without fittings, but including cover	2.45	3.60
Cover only for six or eight gallon capacity low tank, all shapes and kinds	1.05	1.55
Porcelain (glazed earthenware) plumbing fixtures (less fittings unless specifically stated):		
Single sink, tray, or washtub, with or without back, all sizes	3.35	4.85
Double sink, tray, or washtub, with or without back, all sizes	6.70	9.70
Plumbing fixture supply fittings (irrespective of finish, material, shape, design, or style), complete with locknuts, coupling nuts, and tailpieces or union connections, unless provided with IPS male or female thread:		
Lavatory faucet, single	.65	.95
Combination lavatory supply fitting	1.55	2.30
Combination lavatory supply fitting with pop-up waste	2.05	3.05
Combination bath faucet, including couplings	1.30	1.95
Combination bath faucet with shower diverter or transfer valve	2.55	3.80
Combination bath faucet with shower diverter or transfer valve, shower riser and shower head, with or without ball joint	3.55	5.30
Combination bath faucet with shower diverter or transfer valve, shower riser, and shower head, with or without ball joint and "D" or "O" type rod for curtain, but not including curtain and pins	4.55	6.80
Exposed two-valve shower fixture only	1.80	2.70
Exposed two-valve shower fixture, including riser and shower head, with or without ball joint	2.30	3.45
Shower attachment (portable) including faucet attacher, hose, riser, riser support, shower head, and "D" or "O" type rod for curtain but not including curtain and pins	2.30	3.45
Concealed two-valve supply fixture	1.80	2.70
Concealed two-valve over-rim tub filler supply fixture, including tub filler	2.30	3.45
Concealed two-valve shower supply fixture, including shower head (with or without ball joint), arm to wall, and escutcheon	2.55	3.80
Concealed three-valve (transfer valve) supply fixture	2.55	3.80
Concealed three-valve (transfer valve) supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.55	5.30
Concealed four-valve supply fixture	2.80	4.20

SCHEDULE 3—Continued

Column I: Description of the article	Col. II: Ceiling price for sales at wholesale	Col. III: Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Plumbing fixture supply fittings—Continued.		
Concealed four-valve supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	$3.80	$5.70
Sink faucet, single	.65	.95
Combination sink supply fitting (for installation through deck, sink top, sink back, or to wall), with or without soap dish, with rigid or swing spout, with or without spray	2.05	3.05
Plumbing fixture waste fittings (irrespective of finish, material, shape, design or style), complete with slip nuts and slip nut washers for slip joints:		
P. O. plug for lavatory, including tailpiece 4" or longer	.30	.45
Pop-up or lift waste for lavatory, including tailpiece 2½" or longer	1.25	1.85
Connected waste and overflow for bathtub, concealed or exposed, including chain, chain stay, and tailpiece 1½" or longer, with or without stopper	1.55	2.30
Connected pop-up or lift waste and overflow for bathtub, concealed or exposed, including tailpiece 1½" or longer	1.80	2.70
Sink strainer, flat type, including tailpiece	.35	.50
Sink strainer, cup type, including tailpiece	.55	.80
Two-part continuous waste, exclusive of trap	1.25	1.85
Three-part continuous waste, exclusive of trap	1.85	2.75
Trap, all types, except bag trap or anti-syphon trap:		
Size 1¼" outlet	.80	1.20
Size 1½" outlet	.80	1.20
Size 2" outlet	1.00	1.50
Toilet seats, All types, with or without cover, painted, varnished, or sheet covered, including nuts and washers	.80	1.20
Hot water tanks and heaters:		
30-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	2.45	3.20
40-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	3.00	3.75
Flat top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	3.25	4.50
Dome top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	4.10	5.60
USED HEATING EQUIPMENT		
Cast iron radiation (ceiling price is per square foot of heating surface for water-tested radiation and includes necessary plugs and bushings):		
All radiation up to 26" high	.18	.25
All radiation 27" and higher	.16	.22

Ceiling prices for items not listed in this schedule must be determined in accordance with the terms of section 7 (for wholesalers) or 8 (for retailers).

SCHEDULE 4

Applicable to the District of Columbia.
State of: Maryland.
State of: Massachusetts.
State of: Pennsylvania.
State of: New York except the following counties: New York, Bronx, Kings, Queens, Richmond, Nausau, and Westchester south of a line beginning at north Tarrytown and extending due east to the New York-Connecticut state line (see Schedule 1 for these counties).

Column I: Description of the article	Col. II: Ceiling price for sales at wholesale	Col. III: Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures (less fittings unless specifically stated):		
Bathtub, single shell, roll rim, recess or corner, on base or on legs, all sizes	$12.90	$18.65
Bathtub, with apron, double shell, recess or corner, all sizes	18.10	26.35
Lavatory, pedestal type, including pedestal, all sizes	7.60	11.10
Lavatory, leg type, including leg, rod, and brackets, all sizes	3.90	5.65
Lavatory, wall hung, with or without apron, including hanger, all sizes	4.05	5.95
Lavatory, wall hung, corner type, with or without apron, including hanger, all sizes	2.80	4.05
Pedestal only for pedestal lavatory	1.50	2.15
Leg with rod only for leg lavatory	.85	1.25
Sink, wall hung, without apron, including hanger, size 24" and smaller	3.00	4.40
Sink, wall hung, without apron, including hanger, size 25" and larger	4.15	6.05
Sink, wall hung, with apron, including hanger, size 24" and smaller	3.80	5.55
Sink, wall hung, with apron, including hanger, size 25" and larger	4.90	7.15
Combination single drainboard sink (sink with integral drainboard), wall hung, with or without apron, including hangers, all sizes	12.50	18.25
Combination double drainboard sink (sink with integral drainboards), wall hung, with or without apron, including hangers, all sizes	16.20	23.70
Corner drainboard sink (sink with integral drainboard(s) and corner back), wall hung, with or without apron, including hangers, single or double drainboard, all sizes	10.20	14.70
Sink and tray (one piece) combination, wall hung, with or without apron, including hangers and leg under tray, all sizes	16.20	23.70
Leg with rod (long) only, for sink, one piece or adjustable	1.35	2.00
Leg with rod (short) only, for tray, one piece or adjustable	1.10	1.60
Drainboard, all sizes	.80	1.20
Slop sink, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	6.50	9.50
Wash tray, single compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	6.80	9.80
Wash tray, double compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	13.60	19.60
Vitreous china plumbing fixtures (less fittings unless specifically stated):		
Water closet bowl, all types, all shapes and kinds, including spud	2.70	3.95
Low tank, six or eight gallon capacity, all shapes and kinds, including and complete with fittings and cover, except supply pipe to floor or wall	4.75	6.75
Low tank, six or eight gallon capacity, all shapes and kinds, without fittings, but including cover	2.45	3.60
Cover only for six or eight gallon capacity low tank, all shapes and kinds	1.05	1.55
Porcelain (glazed earthenware) plumbing fixtures (less fittings unless specifically stated):		
Single sink, tray, or washtub, with or without back, all sizes	3.40	4.90
Double sink, tray, or washtub, with or without back, all sizes	6.80	9.80

SCHEDULE 4—Continued

Column I: Description of the article	Col. II: Ceiling price for sales at wholesale	Col. III: Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Plumbing fixture supply fittings (irrespective of finish, material, shape, design, or style) complete with locknuts, coupling nuts, and tailpieces or union connections, unless provided with IPS male or female thread:		
Lavatory faucet, single	$0.65	$0.95
Combination lavatory supply fitting	1.55	2.30
Combination lavatory supply fitting with pop-up waste	2.05	3.05
Combination bath faucet, including couplings	1.30	1.95
Combination bath faucet with shower diverter or transfer valve	2.55	3.80
Combination bath faucet with shower diverter or transfer valve, shower riser and shower head, with or without ball joint	3.55	5.30
Combination bath faucet with shower diverter or transfer valve, shower riser, and shower head, with or without ball joint and "D" or "O" type rod for curtain, but not including curtain and pins	4.55	6.80
Exposed two-valve shower fixture only	1.80	2.70
Exposed two-valve shower fixture, including riser and shower head, with or without ball joint	2.30	3.45
Shower attachment (portable) including faucet attacher, hose, riser, riser support, shower head, and "D" or "O" type roo for curtain but not including curtain and pins	2.30	3.45
Concealed two-valve supply fixture	1.80	2.70
Concealed two-valve over-rim tub filler supply fixture, including tub filler	2.30	3.45
Concealed two-valve shower supply fixture, including shower head (with or without ball joint), arm to wall, and escutcheon	2.55	3.80
Concealed three-valve (transfer valve) supply fixture	2.55	3.80
Concealed three-valve (transfer valve) Supply Fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheone	3.55	5.30
Concealed four-valve supply fixture	2.80	4.20
Concealed four-valve supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.85	5.75
Sink faucet, single	.65	.95
Combination sink supply fitting (for installation through deck, sink top, sink back, or to wall), with or without soap dish, with rigid or swing spout, with or without spray	2.05	3.05
Plumbing fixture waste fittings (irrespective of finish, material, shape, design, or style), complete with slip nuts and slip nut washers for slip joints:		
P. O. plug for lavatory, including tailpiece 4" or longer	.30	.45
Pop-up or lift waste for lavatory, including tailpiece 2½" or longer	1.25	1.85
Connected waste and overflow for bathtub, concealed or exposed, including chain, chain stay, and tailpiece 1½" or longer, with or without stopper	1.55	2.30
Connected pop-up or lift waste and overflow for bathtub, concealed or exposed, including tailpiece 1½" or longer	1.80	2.70
Sink strainer, flat type, including tailpiece	.35	.50
Sink strainer, cup type, including tailpiece	.55	.80
Two-part continuous waste, exclusive of trap	1.25	1.85
Three-part continuous waste, exclusive of trap	1.85	2.75

SCHEDULE 4—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Plumbing fixture waste fittings—Continued.		
Trap, all types, except bag trap or anti-syphon trap:		
Size 1¼" outlet	$0.80	$1.20
Size 1½" outlet	.80	1.20
Size 2" outlet	1.00	1.50
Toilet seats, all types, with or without cover, painted, varnished, or sheet covered, including nuts and washers	.80	1.20
Hot water tanks and heaters:		
30-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	2.45	3.20
40-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	3.05	3.80
Flat top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	3.30	4.55
Dome top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	4.15	5.65
USED HEATING EQUIPMENT		
Cast iron radiation (ceiling price is per square foot of heating surface for water-tested radiation and includes necessary plugs and bushings):		
All radiation up to 26" high	.18	.25
All radiation 27" and higher	.16	.22

Ceiling prices for items not listed in this schedule must be determined in accordance with the terms of section 7 (for wholesalers) or 8 (for retailers).

SCHEDULE 5

Applicable to the State of: California, except the following counties: San Francisco, Marin, Sonoma, Napa, Yolo, Solano, Sacramento, San Joaquin, Contra Costa, Alameda, San Mateo, Santa Clara, and Santa Cruz (see Schedule 1 for these counties).

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures (Less fittings unless specifically stated):		
Bathtub, single shell, roll rim, recess or corner, on base or on legs, all sizes	$13.10	$18.85
Bathtub, with apron, double shell, recess or corner, all sizes	18.30	26.55
Lavatory, pedestal type, including pedestal, all sizes	7.70	11.20
Lavatory, leg type, including leg, rod, and brackets, all sizes	3.95	5.70
Lavatory, wall hung, with or without apron, including hanger, all sizes	4.10	6.00
Lavatory, wall hung, corner type, with or without apron, including hanger, all sizes	2.85	4.10
Pedestal only for pedestal lavatory	1.55	2.20
Leg with rod only for leg lavatory	.85	1.25
Sink, wall hung, without apron, including hanger, size 24" and smaller	3.05	4.45
Sink, wall hung, without apron, including hanger, size 25" and larger	4.20	6.10
Sink, wall hung, with apron, including hanger, size 24" and smaller	3.85	5.60
Sink, wall hung, with apron, including hanger, size 25" and larger	4.95	7.20

SCHEDULE 5—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures—Continued.		
Combination single drainboard sink (sink with integral drainboard), wall hung, with or without apron, including hangers, all sizes	$12.65	$18.40
Combination double drainboard sink (sink with integral drainboards), wall hung, with or without apron, including hangers, all sizes	16.85	23.85
Corner drainboard sink (sink with integral drainboard(s) and corner back), wall hung, with or without apron, including hangers, single or double drainboard, all sizes	10.35	14.85
Sink and tray (one piece) combination, wall hung, with or without apron, including hangers and leg under tray, all sizes	16.35	23.85
Leg with rod (long) only, for sink, one piece or adjustable	1.35	2.00
Leg with rod (short) only, for tray, one piece or adjustable	1.10	1.60
Drainboard, all sizes	.80	1.20
Slop sink, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	6.55	9.55
Wash tray, single compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	6.90	9.90
Wash tray, double compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	13.80	19.80
Vitreous china plumbing fixtures (Less fittings unless specifically stated):		
Water closet bowl, all types, all shapes and kinds, including spud	2.75	4.00
Low tank, six or eight gallon capacity, all shapes and kinds, including and complete with fittings and cover, except supply pipe to floor or wall	4.75	6.75
Low tank, six or eight gallon capacity, all shapes and kinds, without fittings, but including cover	2.50	3.65
Cover only for six or eight gallon capacity low tank, all shapes and kinds	1.05	1.55
Porcelain (glazed earthenware) plumbing fixtures (Less fittings unless specifically stated):		
Single sink, tray, or washtub, with or without back, all sizes	3.45	4.95
Double sink, tray, or washtub, with or without back, all sizes	6.90	9.90
Plumbing fixture supply fittings (irrespective of finish, material, shape, design, or style):		
Complete with locknuts, coupling nuts, and tailpieces or union connections, unless provided with IPS male or female thread	.65	.95
Lavatory faucet, single	1.55	2.30
Combination lavatory supply fitting with pop-up waste	2.05	3.05
Combination bath faucet, including couplings	1.30	1.95
Combination bath faucet with shower diverter or transfer valve	2.55	3.80
Combination bath faucet with shower diverter or transfer valve, shower riser and shower head, with or without ball joint	3.55	5.30
Combination bath faucet with shower diverter or transfer valve, shower riser, and shower head, with or without ball joint and "D" or "O" type rod for curtain, but not including curtain and pins	4.55	6.80
Exposed two-valve shower fixture only	1.80	2.70
Exposed two-valve shower fixture, including riser and shower head, with or without ball joint	2.30	3.45

SCHEDULE 5—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Plumbing fixture supply fittings—Continued.		
Shower attachment (portable) including faucet attacher, hose, riser, riser support, shower head, and "D" or "O" type rod for curtain but not including curtain and pins	$2.30	$3.45
Concealed two-valve supply fixture	1.80	2.70
Concealed two-valve over-rim tub filler supply fixture, including tub filler	2.30	3.45
Concealed two-valve shower supply fixture, including shower head (with or without ball joint), arm to wall, and escutcheon	2.55	3.80
Concealed three-valve (transfer valve) supply fixture	2.55	3.80
Concealed three-valve (transfer valve) supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.55	5.30
Concealed four-valve supply fixture	2.80	4.20
Concealed four-valve supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.85	5.75
Sink faucet, single	.65	.98
Combination sink supply fitting (for installation through deck, sink top, sink back, or to wall), with or without soap dish, with rigid or swing spout, with or without spray	2.05	3.05
Plumbing fixture waste fittings (irrespective of finish, material, shape, design, or style) complete with slip nuts and slip nut washers for slip joints:		
P. O. plug for lavatory, including tailpiece 4" or longer	.30	.45
Pop-up or lift waste for lavatory, including tailpiece 2½" or longer	1.25	1.85
Connected waste and overflow for bathtub, concealed or exposed, including chain, chain stay, and tailpiece 1½" or longer, with or without stopper	1.55	2.30
Connected pop-up or lift waste and overflow for bathtub, concealed or exposed, including tailpiece 1½" or longer	1.80	2.70
Sink strainer, flat type, including tailpiece	.35	.50
Sink strainer, cup type, including tailpiece	.55	.80
Two-part continuous waste, exclusive of trap	1.25	1.85
Three-part continuous waste, exclusive of trap	1.85	2.75
Trap, all types, except bag trap or anti-syphon trap:		
Size 1¼" outlet	.80	1.20
Size 1½" outlet	.80	1.20
Size 2" outlet	1.00	1.50
Toilet seats, all types, with or without cover, painted, varnished, or sheet covered, including nuts and washers	.80	1.20
Hot water tanks and heaters:		
30-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	2.80	3.25
40-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	3.10	3.85
Flat top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	3.35	4.60
Dome top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	4.20	5.70
USED HEATING EQUIPMENT		
Cast iron radiation (ceiling price is per square foot of heating surface for water-tested radiation and includes necessary plugs and bushings):		
All radiation up to 26" high	.19	.26
All radiation 27" and higher	.17	.23

Ceiling prices for items not listed in this schedule must be determined in accordance with the terms of section 7 (for wholesalers) or 8 (for retailers).

SCHEDULE 6

Applicable to the State of: Virginia.

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures (less fittings unless specifically stated):		
Bathtub, single shell, roll rim, recess or corner, on base or on legs, all sizes	$13.25	$19.00
Bathtub, with apron, double shell, recess or corner, all sizes	18.50	26.75
Lavatory, pedestal type, including pedestal, all sizes	7.75	11.25
Lavatory, leg type, including leg, rod, and brackets, all sizes	4.00	5.75
Lavatory, wall hung, with or without apron, including hanger, all sizes	4.15	6.05
Lavatory, wall hung, corner type, with or without apron, including hanger, all sizes	2.90	4.15
Pedestal only for pedestal lavatory	1.60	2.25
Leg with rod only for leg lavatory	.90	1.30
Sink, wall hung, without apron, including hanger, size 24" and smaller	3.10	4.50
Sink, wall hung, without apron, including hanger, size 25" and larger	4.25	6.15
Sink, wall hung, with apron, including hanger, size 24" and smaller	3.90	5.65
Sink, wall hung, with apron, including hanger, size 25" and larger	5.00	7.25
Combination single drainboard sink (sink with integral drainboard), wall hung, with or without apron, including hangers, all sizes	12.75	18.50
Combination double drainboard sink (sink with integral drainboards), wall hung with or without apron, including hangers, all sizes	16.50	24.00
Corner drainboard sink (sink with integral drainboard(s) and corner back), wall hung, with or without apron, including hangers, single or double drainboard, all sizes	10.50	15.00
Sink and tray (one piece) combination, wall hung, with or without apron, including hangers and leg under tray, all sizes	16.50	24.00
Leg with rod (long) only, for sink, one piece or adjustable	1.40	2.05
Leg with rod (short) only, for tray, one piece or adjustable	1.10	1.60
Drainboard, all sizes	.80	1.20
Slop sink, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	6.65	9.65
Wash tray, single compartment, with or without back (with iron leg support if without back, with or without apron, including hanger, all sizes	7.00	10.00
Wash tray, double compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	14.00	20.00
Vitreous china plumbing fixtures (less fittings, unless specifically stated):		
Water closet bowl, all types, all shapes and kinds, including spud	2.75	4.00
Low tank, six or eight gallon capacity, all shapes and kinds, including and complete with fittings and cover, except supply pipe to floor or wall	4.80	6.80
Low tank, six or eight gallon capacity, all shapes and kinds, without fittings, but including cover	2.60	3.65
Cover only for six or eight gallon capacity low tank, all shapes and kinds	1.10	1.60
Porcelain (glazed earthenware) plumbing fixtures (less fittings unless specifically stated):		
Single sink, tray, or washtub, with or without back, all sizes	3.50	5.00
Double sink, tray, or washtub, with or without back, all sizes	7.00	10.00
Plumbing fixture supply fittings (irrespective of finish, material, shape, design, or style) complete with locknuts, coupling nuts, and tailpieces or union connections, unless provided with IPS male or female thread:		
Lavatory faucet, single	.65	.95

SCHEDULE 6—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Plumbing fixture supply fittings—Continued.		
Combination lavatory supply fitting	$1.55	$2.30
Combination lavatory supply fitting with pop-up waste	2.05	3.05
Combination bath faucet, including couplings	1.30	1.95
Combination bath faucet with shower diverter or transfer valve	2.55	3.80
Combination bath faucet with shower diverter or transfer valve, shower riser and shower head, with or without ball joint	3.55	5.30
Combination bath faucet with shower diverter or transfer valve, shower riser, and shower head, with or without ball joint and "D" or "O" type rod for curtain, but not including curtain and pins	4.55	6.80
Exposed two-valve shower fixture only	1.80	2.70
Exposed two-valve shower fixture, including riser and shower head, with or without ball joint	2.30	3.45
Shower attachment (portable) including faucet attacher, hose, riser, riser support, shower head, and "D" or "O" type rod for curtain but not including curtain and pins	2.30	3.45
Concealed two-valve supply fixture	1.80	2.70
Concealed two-valve over-rim tub filler supply fixture, including tub filler	2.30	3.45
Concealed two-valve shower supply fixture, including shower head with or without ball joint), arm to wall, and escutcheon	2.55	3.80
Concealed three-valve (transfer valve) supply fixture	2.55	3.80
Concealed three-valve (transfer valve) supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.60	5.35
Concealed four-valve supply fixture	2.85	4.25
Concealed four-valve supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.85	5.75
Sink faucet, single	.65	.95
Combination sink supply fitting (for installation through deck, sink top, sink back, or to wall), with or without soap dish, with rigid or swing spout, with or without spray	2.05	3.05
Plumbing fixture waste fittings (irrespective of finish, material, shape, design, or style) complete, with slip nuts and slip nut washers for slip joints:		
P. O. plug for lavatory, including tailpiece 4" or longer	.30	.45
Pop-up or lift waste for lavatory, including tailpiece 2½" or longer	1.25	1.85
Connected waste and overflow for bathtub, concealed or exposed, including chain, chain stay, and tailpiece 1½" or longer, with or without stopper	1.55	2.30
Connected pop-up or lift waste and overflow for bathtub, concealed or exposed, including tailpiece 1½" or longer	1.80	2.70
Sink strainer, flat type, including tailpiece	.35	.50
Sink strainer, cup type, including tailpiece	.55	.80
Two-part continuous waste, exclusive of trap	1.25	1.85
Three-part continuous waste, exclusive of trap	1.85	2.75
Trap, all types, except bag trap or anti-syphon trap:		
Size 1¼" outlet	.80	1.20
Size 1½" outlet	.80	1.20
Size 2" outlet	1.00	1.50
Toilet seats, All types, with or without cover, painted, varnished, or sheet covered, including nuts and washers	.80	1.20
Hot water tanks and heaters:		
30-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	2.50	3.25
40-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	3.15	3.90

SCHEDULE 6—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Hot water tanks and heaters—Con.		
Flat top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	$3.40	$4.65
Dome top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	4.25	5.75
USED HEATING EQUIPMENT		
Cast iron radiation (ceiling price is per square foot of heating surface for water-tested radiation and includes necessary plugs and bushings):		
All radiation up to 26" high	.19	.26
All radiation 27" and higher	.17	.23

Ceiling prices for items not listed in this schedule must be determined in accordance with the terms of section 7 (for wholesalers) or 8 (for retailers).

SCHEDULE 7

Applicable to the State of: New Hampshire.
State of: Vermont.
State of: West Virginia.

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures (less fittings unless specifically stated):		
Bathtub, single shell, roll rim, recess or corner, on base or on legs, all sizes	$13.45	$19.20
Bathtub, with apron, double shell, recess or corner, all sizes	18.70	26.95
Lavatory, pedestal type, including pedestal, all sizes	7.85	11.35
Lavatory, leg type, including leg, rod, and brackets, all sizes	4.05	5.80
Lavatory, wall hung, with or without apron, including hanger, all sizes	4.15	6.05
Lavatory, wall hung, corner type, with or without apron, including hanger, all sizes	2.90	4.15
Pedestal only for pedestal lavatory	1.60	2.25
Leg with rod only for leg lavatory	.90	1.30
Sink, wall hung, without apron, including hanger, size 24" and smaller	3.10	4.50
Sink, wall hung, without apron, including hanger, size 25" and larger	4.30	6.20
Sink, wall hung, with apron, including hanger, size 24" and smaller	3.90	5.65
Sink, wall hung, with apron, including hanger, size 25" and larger	5.05	7.30
Combination single drainboard sink (sink with integral drainboard), wall hung, with or without apron, including hangers, all sizes	12.90	18.65
Combination double drainboard sink (sink with integral drainboards), wall hung, with or without apron, including hangers, all sizes	16.65	24.15
Corner drainboard sink (sink with integral drainboard(s) and corner back), wall hung, with or without apron, including hangers, single or double drainboard, all sizes	10.65	15.15
Sink and tray (one piece) combination, wall hung, with or without apron, including hangers and leg under tray, all sizes	16.65	24.15
Leg with rod (long) only, for sink, one piece or adjustable	1.40	2.05
Leg with rod (short) only, for tray, one piece or adjustable	1.10	1.60
Drainboard, all sizes	.80	1.2

SCHEDULE 7—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures —Continued.		
Slop sink, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	$6.70	$9.70
Wash tray, single compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	7.10	10.10
Wash tray, double compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	14.20	20.20
Vitreous china plumbing fixtures (less fittings unless specifically stated):		
Water closet bowl, all types, all shapes and kinds, including spud	2.80	4.05
Low tank, six or eight gallon capacity, all shapes and kinds, including and complete with fittings and cover, except supply pipe to floor or wall	4.85	6.85
Low tank, six or eight gallon capacity, all shapes and kinds, without fittings, but including cover	2.55	3.70
Cover only for six or eight gallon capacity low tank, all shapes and kinds	1.10	1.60
Porcelain (glazed earthenware) plumbing fixtures (less fittings unless specifically stated):		
Single sink, tray, or washtub, with or without back, all sizes	3.55	5.05
Double sink, tray, or washtub, with or without back, all sizes	7.10	10.10
Plumbing fixture supply fittings (irrespective of finish, material, shape, design, or style), complete with locknuts, coupling nuts, and tailpieces or union connections, unless provided with IPS male or female thread:		
Lavatory faucet, single	.65	.95
Combination lavatory supply fitting	1.55	2.30
Combination lavatory supply fitting with pop-up waste	2.05	3.05
Combination bath faucet, including couplings	1.30	1.95
Combination bath faucet with shower diverter or transfer valve	2.55	3.80
Combination bath faucet with shower diverter or transfer valve, shower riser and shower head, with or without ball joint	3.65	5.30
Combination bath faucet with shower diverter or transfer valve, shower riser, and shower head, with or without ball joint and "D" or "O" type rod for curtain, but not including curtain and pins	4.55	6.80
Exposed two-valve shower fixture only	1.80	2.70
Exposed two-valve shower fixture, including riser and shower head, with or without ball joint	2.30	3.45
Shower attachment (portable) including faucet attacher, hose, riser, riser support, shower head, and "D" or "O" type rod for curtain but not including curtain and pins	2.30	3.45
Concealed two-valve supply fixture	1.80	2.70
Concealed two-valve over-rim tub filler supply fixture, including tub filler	2.30	3.45
Concealed two-valve shower supply fixture, including shower head (with or without ball joint), arm to wall, and escutcheon	2.55	3.80
Concealed three-valve (transfer valve) supply fixture	2.55	3.80
Concealed three-valve (transfer valve) supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.60	5.35
Concealed four-valve supply fixture	2.85	4.25
Concealed four-valve supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.85	5.75
Sink faucet, single	.65	.95
Combination sink supply fitting (for installation through deck, sink top, sink back, or to wall), with rigid or swing spout, with or without spray	2.05	3.05

SCHEDULE 7—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Plumbing fixture waste fittings (irrespective of finish, material, shape, design, or style), complete with slip nuts and slip nut washers for slip joints:		
P. O. plug for lavatory, including tailpiece 4" or longer	$0.30	$0.45
Pop-up or lift waste for lavatory, including tailpiece 2½" or longer	1.25	1.85
Connected waste and overflow for bathtub, concealed or exposed, including chain, chain stay, and tailpiecel ½" or longer, with or without stopper	1.55	2.30
Connected pop-up or lift waste and over flow for bathtub, concealed or exposed, including tailpiece 1½" or longer	1.80	2.70
Sink strainer, flat type, including tailpiece	.35	.50
Sink strainer, cup type, including tailpiece	.55	.80
Two-part continuous waste, exclusive of trap	1.25	1.85
Three-part continuous waste, exclusive of trap	1.85	2.75
Trap, all types, except bag trap or anti-syphon trap:		
Size 1½" outlet	.80	1.20
Size 1½" outlet	.80	1.20
Size 2" outlet	1.00	1.50
Toilet seats, all types, with or without cover, painted, varnished, or sheet covered, including nuts and washers	.80	1.20
Hot water tanks and heaters:		
30-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	2.55	3.30
40-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	3.15	3.90
Flat top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	3.40	4.65
Dome top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	4.30	5.80
USED HEATING EQUIPMENT		
Cast iron radiation (ceiling price is per square foot of heating surface for water-tested radiation and includes necessary plugs and bushings):		
All radiation up to 26" high	.19	.26
All radiation 27" and higher	.17	.23

Ceiling prices for items not listed in this schedule must be determined in accordance with the terms of section 7 (for wholesalers) or 8 (for retailers).

SCHEDULE 8

Applicable to the State of: Maine.

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures (Less fittings unless specifically stated):		
Bathtub, single shell, roll rim, recess or corner, on base or on legs, all sizes	$13.95	$19.70
Bathtub, with apron, double shell, recess or corner, all sizes	19.30	27.55
Lavatory, pedestal type, including pedestal, all sizes	8.05	11.55
Lavatory, leg type, including leg, rod, and brackets, all sizes	4.20	5.95
Lavatory, wall hung, with or without apron, including hanger, all sizes	4.30	6.20
Lavatory, wall hung, corner type, with or without apron, including hanger, all sizes	3.05	4.30
Pedestal only for pedestal lavatory	1.70	2.35
Leg with rod only for leg lavatory	.95	1.35

SCHEDULE 8—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures —Continued.		
Sink, wall hung, without apron, including hanger, size 24" and smaller	$3.20	$4.60
Sink, wall hung, without apron, including hanger, size 25" and larger	4.45	6.35
Sink, wall hung, with apron, including hanger, size 24" and smaller	4.05	5.80
Sink, wall hung, with apron, including hanger, size 25" and larger	5.20	7.45
Combination single drainboard sink (sink with integral drainboard), wall hung, with or without apron, including hangers, all sizes	13.25	19.00
Combination double drainboard sink (sink with integral drainboards), wall hung, with or without apron, including hangers, all sizes	17.10	24.60
Corner drainboard sink (sink with integral drainboard(s) and corner back), wall hung, with or without apron, including hangers, single or double drainboard, all sizes	11.10	15.60
Sink and tray (one piece) combination, wall hung, with or without apron, including hangers and leg under tray, all sizes	17.10	24.60
Leg with rod (long) only, for sink, one piece or adjustable	1.45	2.10
Leg with rod (short) only, for tray, one piece or adjustable	1.15	1.65
Drainboard, all sizes	.80	1.20
Slop sink, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	6.90	9.90
Wash tray, single compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	7.40	10.40
Wash tray, double compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	14.80	20.80
Vitreous china plumbing fixtures (less fittings unless specifically stated):		
Water closet bowl, all types, all shapes and kinds, including spud	2.85	4.10
Low tank, six or eight gallon capacity, all shapes and kinds, including and complete with fittings and cover, except supply pipe to floor or wall	4.90	6.90
Low tank, six or eight gallon capacity, all shapes and kinds, without fittings, but including cover	2.60	3.75
Cover only for six or eight gallon capacity low tank, all shapes and kinds	1.10	1.60
Porcelain (glazed earthenware) plumbing fixtures (less fittings unless specifically stated):		
Single sink, tray, or washtub, with or without back, all sizes	3.70	5.20
Double sink, tray, or washtub, with or without back, all sizes	7.40	10.40
Plumbing fixture supply fittings (irrespective of finish, material, shape, design, or style) (complete with locknuts, coupling nuts, and tailpieces or union connections, unless provided with IPS male or female thread):		
Lavatory faucet, single	.65	.95
Combination lavatory supply fitting	1.55	2.30
Combination lavatory supply fitting with pop-up waste	2.05	3.05
Combination bath faucet, including couplings	1.30	1.95
Combination bath faucet with shower diverter or transfer valve	2.55	3.80
Combination bath faucet with shower diverter or transfer valve, shower riser and shower head, with or without ball joint	3.55	5.30
Combination bath faucet with shower diverter or transfer valve, shower riser, and shower head, with or without ball joint and "D" or "O" type rod for curtain, but not including curtain and pins	4.60	6.85
Exposed two-valve shower fixture only	1.80	2.70

SCHEDULE 8—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Plumbing fixture supply fittings—Con.		
Exposed two-valve shower fixture, including riser and shower head, with or without ball joint	$2.30	$3.45
Shower attachment (portable) including faucet attacher, hose, riser, riser support, shower head, and "D" or "O" type rod for curtain but not including curtain and pins	2.30	3.45
Concealed two-valve supply fixture	1.80	2.70
Concealed two-valve over-rim tub filler supply fixture, including tub filler	2.30	3.45
Concealed two-valve shower supply fixture, including shower head (with or without ball joint), arm to wall, and escutcheon	2.60	3.85
Concealed three-valve (transfer valve) supply fixture	2.55	3.80
Concealed three-valve (transfer valve) supply fixture, including over-rim tub filler, shower head, (with or without ball joint), arm to wall, and escutcheon	3.60	5.35
Concealed four-valve supply fixture	2.85	4.25
Concealed four-valve supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.90	5.80
Sink faucet, single	.65	.95
Combination sink supply fitting (for installation through deck, sink top, sink back, or to wall), with or without soap dish, with rigid or swing spout, with or without spray	2.05	3.05
Plumbing Fixture Waste Fittings (Irrespective of finish, material, shape, design, or style): (Complete with slip nuts and slip nut washers for slip joints):		
P. O. Plug for lavatory, including tailpiece 4" or longer	.30	.45
Pop-up or lift waste for lavatory, including tailpiece 2½" or longer	1.25	1.85
Connected waste and overflow for bathtub, concealed or exposed, including chain, chain stay, and tailpiece 1½" or longer, with or without stopper	1.55	2.30
Connected pop-up or lift waste and and overflow for bathtub, concealed or exposed, including tailpiece 1½" or longer	1.80	2.70
Sink strainer, flat type, including tailpiece	.35	.50
Sink strainer, cup type, including tailpiece	.55	.80
Two-part continuous waste, exclusive of trap	1.25	1.85
Three-part continuous waste, exclusive of trap	1.85	2.75
Trap, all types, except bag trap or anti-syphon trap:		
size 1½" outlet	.80	1.20
size 1½" outlet	.80	1.20
size 2" outlet	1.00	1.50
Toilet seats, all types, with or without cover, painted, varnished, or sheet covered, including nuts and washers	.80	1.20
Hot water tanks and heaters:		
30-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	2.60	3.35
40-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	3.30	4.05
Flat top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	3.55	4.80
Dome top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	4.45	5.95
USED HEATING EQUIPMENT		
Cast iron radiation (ceiling price is per square foot of heating surface for water-tested radiation and includes necessary plugs and bushings):		
All radiation up to 26" high	.20	.27
All radiation 27" and higher	.16	.24

Ceiling prices for item not listed in this schedule must be determined in accordance with the terms of section 7 (for wholesalers) or 8 (for retailers).

SCHEDULE 9

Applicable to the State of: Ohio.

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures (less fittings unless specifically stated):		
Bathtub, single shell, roll rim, recess or corner, on base or on legs, all sizes	$14.15	$19.90
Bathtub, with apron, double shell, recess or corner, all sizes	19.50	27.75
Lavatory, pedestal type, including pedestal, all sizes	8.15	11.65
Lavatory, leg type, including leg, rod, and brackets, all sizes	4.25	6.00
Lavatory, wall hung, with or without apron, including hanger, all sizes	4.20	6.20
Lavatory, wall hung, corner type, with or without apron, including hanger, all sizes	3.05	4.30
Pedestal only for pedestal lavatory	1.75	2.40
Leg with rod only for leg lavatory	.95	1.35
Sink, wall hung, without apron, including hanger, size 24" and smaller	3.25	4.65
Sink, wall hung, without apron, including hanger, size 25" and larger	4.50	6.40
Sink, wall hung, with apron, including hanger, size 24" and smaller	4.05	5.80
Sink, wall hung, with apron, including hanger, size 25" and larger	5.25	7.50
Combination sink and drainboard sink (sink with integral drainboard), wall hung, with or without apron, including hangers, all sizes	13.40	19.15
Combination double drainboard sink (sink with integral drainboards), wall hung, with or without apron, including hangers, all sizes	17.25	24.75
Corner drainboard sink (sink with integral drainboard(s) and corner back), wall hung, with or without apron, including hangers, single or double drainboard, all sizes	$11.25	$15.75
Sink and tray (one piece) combination, wall hung, with or without apron, including hangers and leg under tray, all sizes	17.25	24.75
Leg with rod (long) only, for sink, one piece or adjustable	1.45	2.10
Leg with rod (short) only, for tray, one piece or adjustable	1.15	1.65
Drainboard, all sizes	.85	1.25
Slop sink, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	6.95	9.95
Wash tray, single compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	7.50	10.50
Wash tray, double compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	15.00	21.00
Vitreous china plumbing fixtures (less fittings unless specifically stated):		
Water closet bowl, all types, all shapes and kinds, including spud	2.90	4.15
Low tank, six or eight gallon capacity, all shapes and kinds, including and complete with fittings and cover, except supply pipe to floor or wall	4.95	6.95
Low tank, six or eight gallon capacity, all shapes and kinds, without fittings, but including cover	2.05	3.80
Cover only for six or eight gallon capacity low tank, all shapes and kinds	1.10	1.60
Porcelain (glazed earthenware) plumbing fixtures (less fittings unless specifically stated):		
Single sink, tray, or washtub, with or without back, all sizes	3.75	5.25
Double sink, tray, or washtub, with or without back, all sizes	7.50	10.50
Plumbing fixtures supply fittings (irrespective of finish, material, shape, design, or style) complete with locknuts, coupling nuts, and tailpieces or union connections, unless provided with IPS male or female thread:		
Lavatory faucet, single	.65	.95
Combination lavatory supply fitting	1.55	2.30

SCHEDULE 9—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Plumbing fixture supply fittings—Con.		
Combination lavatory supply fitting with pop-up waste	$2.10	$3.10
Combination bath faucet, including couplings	1.30	1.95
Combination bath faucet with shower diverter or transfer valve	2.55	3.80
Combination bath faucet with shower diverter or transfer valve, shower riser and shower head, with or without ball joint	3.55	5.30
Combination bath faucet with shower diverter or transfer valve, shower riser, and shower head, with or without ball joint and "D" or "O" type rod for curtain, but not including curtain and pins	4.60	6.85
Exposed two-valve shower fixture only	1.80	2.70
Exposed two-valve shower fixture, including riser and shower head, with or without ball joint	2.35	3.50
Shower attachment (portable) including faucet attacher, hose, riser, riser support, shower head, and "D" or "O" type rod for curtain but not including curtain and pins	2.30	3.45
Concealed two-valve supply fixture	1.80	2.70
Concealed two-valve over-rim tub filler supply fixture, including tub filler	2.35	3.50
Concealed two-valve shower supply Fixture, including shower head (with or without ball joint), arm to wall, and escutcheon	2.60	3.85
Concealed three-valve (transfer valve) supply fixture	2.60	3.85
Concealed three-valve (transfer valve) supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.60	5.35
Concealed four-valve supply fixture	2.85	4.25
Concealed four-valve supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.60	5.80
Sink faucet, single	.65	.95
Combination sink supply fitting (for installation through deck, sink back, or to wall), with or without soap dish, with rigid or swing spout, with or without spray	2.05	3.05
Plumbing fixture waste fittings (irrespective of finish, material, shape, design, or style) Complete with slip nuts and slip nut washers for slip joints:		
P. O. plug for lavatory, including tailpiece 4" or longer	.30	.45
Pop-up or lift waste for lavatory, including tailpiece 2½" or longer	1.25	1.85
Connected waste and overflow for bathtub, concealed or exposed, including chain, chain stay, and tailpiece 1½" or longer, with or without stopper	1.55	2.30
Connected pop-up or lift waste and overflow for bathtub, concealed or exposed, including tailpiece 1½" or longer	1.85	2.75
Sink strainer, flat type, including tailpiece	.35	.50
Sink strainer, cup type, including tailpiece	.55	.80
Two-part continuous waste, exclusive of trap	1.25	1.85
Three-part continuous waste, exclusive of trap	1.85	2.75
Trap, all types, except bag trap or anti-syphon trap:		
Size 1¼" outlet	.80	1.20
Size 1½" outlet	.80	1.20
Size 2" outlet	1.00	1.50
Toilet seats, all types, with or without cover, painted, varnished, or sheet covered, including nuts and washers	.55	1.25
Hot water tanks and heaters:		
30-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	2.65	3.40
40-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	3.30	4.05
Flat top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	3.55	4.80
Dome top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	4.60	6.00

SCHEDULE 9—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED HEATING EQUIPMENT		
Cast iron radiation (Ceiling price is per square foot of heating surface for water-tested radiation and includes necessary plugs and bushings):		
All radiation up to 26" high	$0.21	$0.28
All radiation 27" and higher	.19	.25

Ceiling prices for items not listed in this schedule must be determined in accordance with the terms of section 7 (for wholesalers) or 8 (for retailers).

SCHEDULE 10

Applicable to the State of: Indiana.
State of: Michigan, except the Upper Peninsula (see Schedule 12, for Upper Peninsula.
State of: North Carolina.

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures (Less fittings unless specifically stated):		
Bathtub, single shell, roll rim, recess or corner, on base or on legs, all sizes	$14.50	$20.25
Bathtub, with apron, double shell, recess or corner, all sizes	19.90	28.15
Lavatory, pedestal type, including pedestal, all sizes	8.30	11.80
Lavatory, leg type, including leg, rod, and brackets, all sizes	4.35	6.10
Lavatory, wall hung, with or without apron, including hanger, all sizes	4.40	6.30
Lavatory, wall hung, corner type, with or without apron, including hanger, all sizes	3.15	4.40
Pedestal only for pedestal lavatory	1.80	2.45
Leg with rod only for leg lavatory	.95	1.35
Sink, wall hung, without apron, including hanger, size 24" and smaller	3.30	4.70
Sink, wall hung, with apron, including hanger, size 25" and larger	4.60	6.60
Sink, wall hung, with apron, including hanger, size 24" and smaller	4.15	5.90
Sink, wall hung, with apron, including hanger, size 25" and larger	5.35	7.60
Combination single drainboard sink (sink with integral drainboard), wall hung, with or without apron, including hangers, all sizes	13.65	19.40
Combination double drainboard sink (sink with integral drain boards), wall hung, with or without apron, including hangers, all sizes	17.55	25.05
Corner drainboard sink (sink with integral drainboard(s) and corner back), wall hung, with or without apron, including hangers, single or double drainboard, all sizes	11.55	16.05
Sink and tray (one piece) combination, wall hung, with or without apron, including hangers and leg under tray, all sizes	17.55	25.05
Leg with rod (long) only, for sink, one piece or adjustable	1.45	2.10
Leg with rod (short) only, for tray, one piece or adjustable	1.15	1.65
Drainboard, all sizes	.85	1.25
Slop sink, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	7.05	10.05
Wash tray, single compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	7.70	10.70
Wash tray, double compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	15.40	21.40

SCHEDULE 10—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Vitreous china plumbing fixtures (less fittings unless specifically stated):		
Water closet bowl, all types, all shapes and kinds, including spud	$2.95	$4.20
Low tank, six or eight gallon capacity, all shapes and kinds, including and complete with fittings and cover, except supply pipe to floor or wall	5.00	7.00
Low tank, six or eight gallon capacity, all shapes and kinds, without fittings, but including cover	2.70	3.85
Cover only for six or eight gallon capacity low tank, all shapes and kinds	1.15	1.65
Porcelain (glazed earthenware) plumbing fixtures (Less fittings unless specifically stated):		
Single sink, tray, or washtub, with or without back, all sizes	3.85	5.35
Double sink, tray, or washtub, with or without back, all sizes	7.70	10.70
Plumbing fixture supply fittings (irrespective of finish, material, shape, design, or style) complete with lockknuts, coupling nuts, and tailpieces or union connections, unless provided with IPS male or female thread:		
Lavatory faucet, single	.65	.95
Combination lavatory supply fitting	1.55	2.30
Combination lavatory supply fitting with pop-up waste	2.10	3.10
Combination bath faucet, including couplings	1.30	1.95
Combination bath faucet with shower diverter or transfer valve	2.55	3.80
Combination bath faucet with shower diverter or transfer valve, shower riser and shower head, with or without ball joint	3.55	5.30
Combination bath faucet with shower diverter or transfer valve, shower riser, and shower head, with or without ball joint and "D" and "O" type rod for curtain, but not including curtain and pins	4.60	6.85
Exposed two-valve shower fixture only	1.80	2.70
Exposed two-valve shower fixture, including riser and shower head, with or without ball joint	2.35	3.50
Shower attachment (portable) including faucet attacher, hose, riser, riser support, shower head, and "D" or "O" type rod for curtain but not including curtain and pins	2.30	3.45
Concealed two-valve supply fixture	1.80	2.70
Concealed two-valve over-rim tub filler supply fixture, including tub filler	2.35	3.50
Concealed two-valve shower supply fixture, including shower head (with or without ball joint), arm to wall, and escutcheon	2.60	3.85
Concealed three-valve (transfer valve) supply fixture	2.60	3.85
Concealed three-valve (transfer valve) supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.65	5.40
Concealed four-valve supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	2.90	4.30
Sink faucet, single	3.90	5.80
Combination sink supply fitting (for installation through deck, sink top, sink back, or to wall), with or without soap dish, with rigid or swing spout, with or without spray	.65	.95
Plumbing fixture waste fittings (Irrespective of finish, material, shape, design, or style) complete with slip nuts and slip nut washers for slip joints:	2.05	3.05
P. O. plug for lavatory, including tailpiece 4" or longer	.30	.45
Pop-up or lift waste for lavatory, including tailpiece 2½" or longer	1.25	1.85
Connected waste and overflow for bathtub, concealed or exposed, including chain, chain stay, and tailpiece 1½" or longer, with or without stopper	1.55	2.30
Connected pop-up or lift waste and overflow for bathtub, concealed or exposed, including tailpiece 1½" or longer	1.85	2.75

SCHEDULE 10—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Plumbing fixture waste fittings—Con.		
Sink strainer, flat type, including tailpiece	$0.35	$0.50
Sink strainer, cup type, including tailpiece	.55	.80
Two-part continuous waste, exclusive of trap	1.25	1.85
Three-part continuous waste, exclusive of trap	1.85	2.75
Trap, all types, except bag trap or anti-syphon trap:		
Size 1¼" outlet	.80	1.20
Size 1½" outlet	.80	1.20
Size 2" outlet	1.00	1.50
Toilet seats, all types, with or without cover, painted, varnished, or sheet covered, including nuts and washers	.85	1.25
Hot water tanks and heaters:		
30-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	2.70	3.45
40-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	3.40	4.15
Flat top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	3.65	4.90
Dome top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	4.60	6.10
USED HEATING EQUIPMENT		
Cast iron radiation (ceiling price is per square foot of heating surface for water-tested radiation and includes necessary plugs and bushings):		
All radiation up to 26" high	.21	.28
All radiation 27" and higher	.19	.25

Ceiling prices for items not listed in this schedule must be determined in accordance with the terms of section 7 (for wholesalers) or 8 (for retailers).

SCHEDULE 11

Applicable to the State of: Illinois.
State of: Kentucky.
State of: Oregon.

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures (less fittings unless specifically stated):		
Bathtub, single shell, roll rim, recess or corner, on base or on legs, all sizes	$14.85	$20.60
Bathtub, with apron, double shell, recess or corner, all sizes	20.30	28.55
Lavatory, pedestal type, including pedestal, all sizes	8.46	11.95
Lavatory, leg type, including leg, rod, and brackets, all sizes	4.45	6.20
Lavatory, wall hung, with or without apron, including hanger, all sizes	4.45	6.35
Lavatory, wall hung, corner type, with or without apron, including hanger, all sizes	3.20	4.45
Pedestal only for pedestal lavatory	1.85	2.50
Leg with rod only for leg lavatory	1.00	1.40
Sink, wall hung, without apron, including hanger, size 24" and smaller	3.35	4.75
Sink, wall hung, with apron, including hanger, size 25" and larger	4.70	6.60
Sink, wall hung, with apron, including hanger, size 24" and smaller	4.20	5.95
Sink, wall hung, with apron, including hanger, size 25" and larger	5.45	7.70
Combination single drainboard sink (sink with integral drainboard), wall hung, with or without apron, including hangers, all sizes	13.60	19.60

SCHEDULE 11—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures—Continued.		
Combination double drainboard sink (sink with integral drainboards), wall hung, with or without apron, including hangers, all sizes	$17.85	$25.35
Corner drainboard sink (sink with integral drainboard(s) and corner back), wall hung, with or without apron, including hangers, single or double drainboard, all sizes	11.85	16.35
Sink and tray (one piece) combination, wall hung, with or without apron, including hangers and leg under tray, all sizes	17.85	25.35
Leg with rod (long) only, for sink, one piece or adjustable	1.60	2.15
Leg with rod (short) only, for tray, one piece or adjustable	1.20	1.70
Drainboards, all sizes	.85	1.25
Slop sink, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	7.20	10.20
Wash tray, single compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	7.60	10.60
Wash tray, double compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	15.80	21.80
Vitreous china plumbing fixtures (less fittings unless specifically stated:)		
Water closet bowl, all types, all shapes and kinds, including spud	3.00	4.25
Low tank, six or eight gallon capacity, all shapes and kinds, including and complete with fittings and cover, except supply pipe to floor or wall	5.05	7.05
Low tank, six or eight gallon capacity, all shapes and kinds, without fittings, but including cover	2.75	3.90
Cover only for six or eight gallon capacity low tank, all shapes and kinds	1.15	1.65
Porcelain (glazed earthenware) plumbing fixtures (less fittings unless specifically stated):		
Single sink, tray, or washtub, with or without back, all sizes	3.95	5.45
Double sink, tray, or washtub, with or without back, all sizes	7.90	10.90
Plumbing fixture supply fittings (irrespective of finish, material, shape, design, or style) complete with locknuts, coupling nuts, and tailpieces or union connections, unless provided with IPS male or female thread:		
Lavatory faucet, single	.65	.95
Combination lavatory supply fitting	1.55	2.30
Combination lavatory supply fitting with pop-up waste	2.10	3.10
Combination bath faucet, including couplings	1.30	1.95
Combination bath faucet with shower diverter or transfer valve	2.55	3.80
Combination bath faucet with shower diverter or transfer valve, shower riser and shower head, with or without ball joint	3.55	5.30
Combination bath faucet with shower diverter or transfer valve, shower riser, and shower head, with or without ball joint and "D" or "O" type rod for curtain, but not including curtain and pins	4.60	6.85
Exposed two-valve shower fixture only	1.80	2.70
Exposed two-valve shower fixture, including riser and shower head, with or without ball joint	2.35	3.50
Shower attachment (portable) including faucet attacher, hose, riser, riser support, shower head, and "D" or "O" type rod for curtain but not including curtain and pins	2.30	3.45
Concealed two-valve supply fixture	1.80	2.70
Concealed two-valve over-rim tub filler supply fixture, including tub filler	2.35	3.50

SCHEDULE 11—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Plumbing fixture supply fittings—Continued.		
Concealed two-valve shower supply fixture, including shower head (with or without ball joint), arm to wall, and escutcheon	$2.60	$3.85
Concealed three-valve (transfer valve) supply fixture	2.60	3.85
Concealed three-valve (transfer valve) supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.65	5.40
Concealed four-valve supply fixture	2.90	4.30
Concealed four-valve supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.95	5.85
Sink faucet, single	.65	.95
Combination sink supply fitting (for installation through deck, sink top, sink back, or to wall), with or without soap dish, with rigid or swing spout, with or without spray	2.05	3.05
Plumbing fixture waste fittings (irrespective of finish, material, shape, design, or style):		
Complete with slip nuts and slip nut washers for slip joints:		
P. O. plug for lavatory, including tailpiece 4" or longer	.30	.45
Pop-up or lift waste for lavatory, including tailpiece 2½" or longer	1.25	1.85
Connected waste and overflow for bathtub, concealed or exposed, including chain, chain stay, and tailpiece 1½" or longer, with or without stopper	1.55	2.30
Connected pop-up or lift waste and overflow for bathtub, concealed or exposed, including tailpiece 1½" or longer	1.85	2.75
Sink strainer, flat type, including tailpiece	.35	.50
Sink strainer, cup type, including tailpiece	.55	.80
Two-part continuous waste, exclusive of trap	1.25	1.85
Three-part continuous waste, exclusive of trap	1.85	2.75
Trap, all types, except bag trap or anti-syphon trap:		
Size 1¼" outlet	.80	1.20
Size 1½" outlet	.80	1.20
Size 2" outlet	1.00	1.50
Toilet seats, All types, with or without cover, painted, varnished, or sheet covered, including nuts and washers	.85	1.25
Hot water tanks and heaters:		
30-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	2.75	3.50
40-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	3.45	4.20
Flat top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	3.70	4.95
Dome top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	4.70	6.20
USED HEATING EQUIPMENT		
Cast iron radiation (ceiling price is per square foot of heating surface for water-tested radiation and includes necessary plugs and bushings):		
All radiation up to 26" high	.21	.28
All radiation 27" and higher	.19	.25

Ceilings prices for items not listed in this schedule must be determined in accordance with the terms of section 7 (for wholesalers) or 8 (for retailers).

SCHEDULE 12

Applicable to the Upper Peninsula of Michigan (see Schedule 10 for the State of Michigan).
State of: Arizona.
State of: Nevada.
State of: South Carolina.
State of: Wisconsin.

SCHEDULE 12—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures (less fittings unless specifically stated):		
Bathtub, single shell, roll rim, recess or corner, on base or on legs, all sizes	$15.00	$20.75
Bathtub, with apron, double shell, recess or corner, all sizes	20.50	28.75
Lavatory, pedestal type, including pedestal, all sizes	8.50	12.00
Lavatory, leg type, including leg, rod, and brackets, all sizes	4.50	6.25
Lavatory, wall hung, with or without apron, including hanger, all sizes	4.50	6.40
Lavatory, wall hung, corner type, with or without apron, including hanger, all sizes	3.25	4.50
Pedestal only for pedestal lavatory	1.90	2.55
Leg with rod only for leg lavatory	1.00	1.40
Sink, wall hung, without apron, including hanger, sizer 24" and smaller	3.40	4.80
Sink, wall hung, without apron, including hanger, size 25" and larger	4.75	6.65
Sink, wall hung, with apron, including hanger, size 24" and smaller	4.25	6.00
Sink, wall hung, with apron, including hanger, size 25" and larger	5.50	7.75
Combination single drainboard sink (sink with integral drainboard), wall hung, with or without apron, including hangers, all sizes	14.00	19.75
Combination double drainboard sink (sink with integral drainboards), wall hung, with or without apron, including hangers, all sizes	18.00	25.50
Corner drainboard sink (sink with integral drainboard(s) and corner back), wall hung, with or without apron, including hangers, single or double drainboard, all sizes	12.00	16.50
Sink and tray (one piece) combination, wall hung, with or without apron, including hangers and leg under tray, all sizes	18.00	25.50
Leg with rod (long) only, for sink, one piece or adjustable	1.50	2.15
Leg with rod (short) only, for tray, one piece or adjustable	1.20	1.70
Drainboard, all sizes	.85	1.25
Slop sink, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	7.25	10.25
Wash tray, single compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	8.00	11.00
Wash tray, double compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	16.00	22.00
Vitreous china plumbing fixtures (less fittings unless specifically stated):		
Water closet bowl, all types, all shapes and kinds, including spud	3.00	4.25
Low tank, six or eight gallon capacity, all shapes and kinds, including and complete with fittings and cover, except supply pipe to floor or wall	5.10	7.10
Low tank, six or eight gallon capacity, all shapes and kinds, without fittings, but including cover	2.75	3.90
Cover only for six or eight gallon capacity low tank, all shapes and kinds	1.15	1.65
Porcelain (glazed earthenware) plumbing fixtures (less fittings unless specifically stated):		
Single sink, tray, or washtub, with or without back, all sizes	4.00	5.50
Double sink, tray, or washtub, with or without back, all sizes	8.00	11.00

SCHEDULE 12—Continued

Column I: Description of the article	Col. II: Ceiling price for sales at wholesale	Col. III: Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Plumbing fixture supply fittings (irrespective of finish, material, shape, design, or style), complete with locknuts, coupling nuts, and tailpieces or union connections, unless provided with IPS male or female thread:		
Lavatory faucet, single	$0.65	$0.95
Combination lavatory supply fitting	1.55	2.30
Combination lavatory supply fitting with pop-up waste	2.10	3.10
Combination bath faucet, including couplings	1.30	1.95
Combination bath faucet with shower diverter or transfer valve	2.55	3.80
Combination bath faucet with shower diverter or transfer valve, shower riser and shower head, with or without ball joint	3.60	5.35
Combination bath faucet with shower diverter of transfer valve, shower riser, and shower head, with or without ball joint and "D" or "O" type rod for curtain, but not including curtain and pins	4.65	6.90
Exposed two-valve shower fixture only	1.85	2.75
Exposed two-valve shower fixture, including riser and shower head, with or without ball joint	2.35	3.50
Shower attachment (portable), including faucet attacher, hose, riser, riser support, shower head, and "D" or "O" type rod for curtain but not including curtain and pins	2.35	3.50
Concealed two-valve supply fixture	1.85	2.75
Concealed two-valve over-rim tub filler supply fixture, including tub filler	2.35	3.50
Concealed two-valve shower supply fixture, including shower head (with or without ball joint), arm to wall, and escutcheon	2.65	3.90
Concealed three-valve (transfer valve) supply fixture	2.60	3.85
Concealed three-valve (transfer valve) supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.65	5.40
Concealed four-valve supply fixture	2.90	4.30
Concealed four-valve supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.95	5.85
Sink faucet, single	.65	.95
Combination sink supply fitting (for installation through deck, sink top, sink back, or to wall), with or without soap dish, with rigid or swing spout, with or without spray	2.10	3.10
Plumbing fixture waste fittings (irrespective of finish, material, shape, design, or style), complete with slip nuts and slip nut washers for slip joints:		
P. O. plug for lavatory, including tailpiece 4" or longer	.90	.45
Pop-up or lift waste for lavatory, including tailpiece 2½" or longer	1.25	1.85
Connected waste and overflow for bathtub, concealed or exposed, including chain, chain stay, and tailpiece 1½" or longer, with or without stopper	1.60	2.35
Connected pop-up or lift waste and overflow for bathtub, concealed or exposed, including tailpiece 1½" or longer	1.85	2.75
Sink strainer, flat type, including tailpiece	.35	.50
Sink strainer, cup type, including tailpiece	.55	.80
Two-part continuous waste, exclusive of trap	1.25	1.85
Three-part continuous waste, exclusive of trap	1.90	2.80
Trap, all types, except bag trap or anti-syphon trap:		
Size 1¼" outlet	.80	1.20
Size 1½" outlet	.80	1.20
Size 2" outlet	1.00	1.50
Toilet seats, all types, with or without cover, painted, varnished, or sheet covered, including nuts and washers	.85	1.25
Hot water tanks and heaters:		
30-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	2.75	3.50

SCHEDULE 12—Continued

Column I: Description of the article	Col. II: Ceiling price for sales at wholesale	Col. III: Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Hot water tanks and heaters—Con.		
40-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	$3.50	$4.25
Flat top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	3.75	5.00
Dome top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	4.75	6.25
USED HEATING EQUIPMENT		
Cast iron radiation (ceiling price is per square foot of heating surface for water-tested radiation and includes necessary plugs and bushings):		
All radiation up to 26" high	.22	.29
All radiation 27" and higher	.20	.26

Ceiling prices for items not listed in this schedule must be determined in accordance with the terms of section 7 (for wholesalers) or 8 (for retailers).

SCHEDULE 13

Applicable to the State of: Washington.

Column I: Description of the article	Col. II: Ceiling price for sales at wholesale	Col. III: Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures (less fittings unless specifically stated):		
Bathtub, single shell, roll rim, recess or corner, on base or on legs, all sizes	$15.35	$21.10
Bathtub, with apron, double shell, recess or corner, all sizes	20.90	29.15
Lavatory, pedestal type, including pedestal, all sizes	8.65	12.15
Lavatory, leg type, including leg, rod, and brackets, all sizes	4.60	6.35
Lavatory, wall hung, with or without apron, including hanger, all sizes	4.60	6.50
Lavatory, wall hung, corner type, with or without apron, including hanger, all sizes	3.35	4.60
Pedestal only for pedestal lavatory	1.95	2.60
Leg with rod only for leg lavatory	1.05	1.45
Sink, wall hung, without apron, including hanger, size 24" and smaller	3.45	4.85
Sink, wall hung, without apron, including hanger size 26" and larger	4.85	6.75
Sink, wall hung, with apron, including hanger, size 24" and smaller	4.35	6.10
Sink, wall hung, with apron, including hanger, size 25" and larger	5.60	7.85
Combination single drainboard sink (sink with integral drainboard), wall hung, with or without apron, including hangers, all sizes	14.25	20.00
Combination double drainboard sink (sink with integral drainboards), wall hung, with or without apron, including hangers, all sizes	18.30	25.80
Corner drainboard sink (sink with integral drainboard(s) and corner back), wall hung, with or without apron, including hangers, single or double drainboard, all sizes	12.80	16.80
Sink and tray (one piece) combination, wall hung, with or without apron, including hangers and leg under tray, all sizes	18.30	26.80
Leg with rod (long) only, for sink, one piece or adjustable	1.55	2.20
Leg with rod (short) only, for tray, one piece or adjustable	1.20	1.70
Drainboard, all sizes	.85	1.25
Slop sink, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	7.40	10.40
Wash tray, single compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	8.20	11.20

SCHEDULE 13—Continued

Column I: Description of the article	Col. II: Ceiling price for sales at wholesale	Col. III: Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Castiron enameled plumbing fix.—Con.		
Wash tray, double compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	$16.40	$22.40
Vitreous china plumbing fixtures (less fittings unless specifically stated):		
Water closet bowl, all types, all shapes and kinds, including spud	3.05	4.30
Low tank, six or eight gallon capacity, all shapes and kinds, including and complete with fittings and cover, except supply pipe to floor or wall	5.15	7.15
Low tank, six or eight gallon capacity, all shapes and kinds, without fittings, but including cover	2.80	3.95
Cover only for six or eight gallon capacity low tank, all shapes and kinds	1.15	1.65
Porcelain (glazed earthenware) plumbing fixtures (Less fittings unless specifically stated):		
Single sink, tray, or washtub, with or without back, all sizes	4.10	5.60
Double sink, tray, or washtub, with or without back, all sizes	8.20	11.20
Plumbing fixture supply fittings (Irrespective of finish, material, shape, design or style):		
Complete with locknuts, coupling nuts, and tailpieces or union connections, unless provided with IPS male or female thread:		
Lavatory faucet, single	.65	.95
Combination lavatory supply fitting	1.55	2.30
Combination lavatory supply fitting with pop-up waste	2.10	3.10
Combination bath faucet, including couplings	1.30	1.95
Combination bath faucet with shower diverter or transfer valve	2.55	3.80
Combination bath faucet with shower diverter or transfer valve, shower riser and shower head, with or without ball joint	3.60	5.35
Combination bath faucet with shower diverter or transfer valve, shower riser, and shower head, with or without ball joint and "D" or "O" type rod for curtain, but not including curtain and pins	4.65	6.90
Exposed two-valve shower fixture only	1.85	2.75
Exposed two-valve shower fixture, including riser and shower head, with or without ball joint	2.35	3.50
Shower attachment (portable), including faucet attacher, hose, riser, riser support, shower head, and "D" or "O" type rod for curtain but not including curtain and pins	2.35	3.50
Concealed two-valve supply fixture	1.85	2.75
Concealed two-valve over-rim tub filler supply fixture, including tub filler	2.35	3.50
Concealed two-valve shower supply fixture, including shower head (with or without ball joint), arm to wall, and escutcheon	2.65	3.90
Concealed three-valve (transfer valve) supply fixture	2.60	3.85
Concealed three-valve (transfer valve) supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.65	5.40
Concealed four-valve supply fixture	2.90	4.30
Concealed four-valve supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.95	5.85
Sink faucet, single	.65	.95
Combination sink supply fitting (for installation through deck, sink top, or to wall), with or without soap dish, with rigid or swing spout, with or without spray	2.10	3.10
Plumbing fixture waste fittings (irrespective of finish, material, shape, design, or style):		
Complete with slip nuts and slip nut washers for slip joints:		
P. O. Plug for lavatory, including tailpiece 4" or longer	.90	.45
Pop-up or lift waste for lavatory, including tail piece 2½" or longer	1.25	1.85

SCHEDULE 13—Continued

Column I: Description of the article	Col. II: Ceiling price for sales at wholesale	Col. III: Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Plumbing fixtures—Continued.		
Connected waste and overflow for bathtub, concealed or exposed, including chain, chain stay, and tailpiece 1½" or longer, with or without stopper	$1.60	$2.35
Connected pop-up or lift waste and overflow for bathtub concealed or exposed, including tailpiece 1½" or longer	1.85	2.75
Sink strainer, flat type, including tailpiece	.35	.50
Sink strainer, cup type, including tailpiece	.55	.80
Two-part continuous waste, exclusive of trap	1.25	1.85
Three-part continuous waste, exclusive of trap	1.90	2.80
Trap, all types, except bag trap or anti-syphon trap:		
Size 1¼" outlet	.80	1.20
Size 1½" outlet	.80	1.20
Size 2" outlet	1.00	1.50
Toilet seats, all types, with or without cover, painted, varnished, or sheet covered, including nuts and washers	.85	1.25
Hot water tanks and heaters:		
30-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	2.80	3.55
40-gallon range boiler, all kinds of shapes and styles irrespective of inside or outside finish	3.60	4.35
Flat top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	3.85	5.10
Dome top heater, up to 40-gallon per hour, 25° F. rise capacity exclusive of firing tools	4.85	6.35
USED HEATING EQUIPMENT		
Cast iron radiation: (Ceiling price is per square foot of heating surface for water tested radiation and includes necessary plugs and bushings):		
All radiation up to 26" high	.23	.30
All radiation 27" and higher	.21	.27

Ceiling prices for items not listed in this schedule must be determined in accordance with the terms of section 7 (for wholesalers) or 8 (for retailers).

SCHEDULE 14

Applicable to the State of: Iowa.
State of: Minnesota.
State of: Tennessee, except the City of Memphis (see Schedule No. 22 for the City of Memphis).

Column I: Description of the article	Col. II: Ceiling price for sales at wholesale	Col. III: Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures (less fittings unless specifically stated):		
Bathtub, single shell, roll rim, recess or corner, on base or on legs, all sizes	$15.70	$21.45
Bathtub, with apron, double shell, recess or corner, all sizes	21.30	29.55
Lavatory, pedestal type, including pedestal, all sizes	8.80	12.30
Lavatory, leg type, including leg, rod, and brackets, all sizes	4.70	6.45
Lavatory, wall hung, with or without apron, including hanger, all sizes	4.65	6.55
Lavatory, wall hung, corner type, with or without apron, including hanger, all sizes	3.40	4.65
Pedestal only for pedestal lavatory	2.05	2.70
Leg with rod only for leg lavatory	1.05	1.45
Sink, wall hung, without apron, including hanger, size 24" and smaller	3.55	4.95

SCHEDULE 14—Continued

Column I: Description of the article	Col. II: Ceiling price for sales at wholesale	Col. III: Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures, etc.—Continued.		
Sink, wall hung, without apron, including hanger, size 25" and larger	$4.95	$6.85
Sink, wall hung, with apron, including hanger, size 24" and smaller	4.40	6.15
Sink, wall hung, with apron, including hanger, size 25" and larger	5.70	7.95
Combination single drainboard sink (sink with integral drainboard), wall hung, with or without apron, including hangers, all sizes	14.50	20.25
Combination double drainboard sink (sink with integral drainboards), wall hung, with or without apron, including hangers, all sizes	18.60	26.10
Corner drainboard sink (sink with integral drainboard(s) and corner back), wall hung, with or without apron, including hangers, single or double drainboard, all sizes	12.60	17.10
Sink and tray (one piece) combination, wall hung, with or without apron, including hangers and leg under tray, all sizes	18.60	26.10
Leg with rod (long) only, for sink, one piece or adjustable	1.55	2.20
Leg with rod (short) only, for tray, one piece or adjustable	1.25	1.75
Drainboard, all sizes	.85	1.25
Slop sink, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	7.50	10.50
Wash tray, single compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	8.40	11.40
Vitreous china plumbing fixtures (less fittings unless specifically stated):		
Water closet bowl, all types, all shapes and kinds, including spud	3.10	4.35
Low tank, six or eight gallon capacity, all shapes and kinds, including and complete with fittings and cover, except supply pipe to floor or wall	5.20	7.20
Low tank, six or eight gallon capacity, all shapes and kinds, without fittings, but including cover	2.85	4.00
Cover only for six or eight gallon capacity low tank, all shapes and kinds	1.20	1.70
Porcelain (glazed earthenware) plumbing fixtures (less fittings unless specifically stated):		
Single sink, tray, or washtub, with or without back, all sizes	4.20	5.70
Double sink, tray, or washtub, with or without back, all sizes	8.40	11.40
Plumbing fixture supply fittings (Irrespective of finish, material, shape, design, or style) complete with locknuts, coupling nuts, and tailpieces or union connections, unless provided with 1PS male or female thread:		
Lavatory faucet, single	.65	.95
Combination lavatory supply fitting	1.55	2.30
Combination lavatory supply fitting with pop-up waste	2.10	3.10
Combination bath faucet, including couplings	1.30	1.95
Combination bath faucet with shower diverter or transfer valve	2.55	3.80
Combination bath faucet with shower diverter or transfer valve, shower riser and shower head, with or without ball joint	3.60	5.35
Combination bath faucet with shower diverter or transfer valve, shower riser, and shower head, with or without ball joint and "D" or "O" type rod for curtain, but not including curtain and pins	4.65	6.90
Exposed two-valve shower fixture only	1.85	2.75
Exposed two-valve shower fixture, including riser and shower head, with or without ball joint	2.35	3.50

SCHEDULE 14—Continued

Column I: Description of the article	Col. II: Ceiling price for sales at wholesale	Col. III: Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Plumbing fixture supply fittings—Continued.		
Shower attachment (portable) including faucet attacher, hose, riser, riser support, shower head, and "D" or "O" type rod for curtain but not including curtain and pins	$2.35	$3.50
Concealed two-valve supply fixture	1.85	2.75
Concealed two-valve over-rim tub filler supply fixture, including tub filler	2.35	3.50
Concealed two-valve shower supply fixture, including shower head (with or without ball joint), arm to wall, and escutcheon	2.65	3.90
Concealed three-valve (transfer valve) supply fixture	2.60	3.85
Concealed three-valve (transfer valve) supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.70	5.45
Concealed four-valve supply fixture	2.95	4.35
Concealed four-valve supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	4.00	5.90
Sink faucet, single	.65	.95
Combination sink supply fitting (for installation through deck, sink top, sink back, or to wall), with or without soap dish, with rigid or swing spout, with or without spray	2.10	3.10
Plumbing fixture waste fittings (irrespective of finish, material, shape, design, or style) complete with slip nuts and slip nut washers for slip joints:		
P. O. plug for lavatory, including tailpiece 4" or longer	.30	.45
Pop-up or lift waste for lavatory, including tailpiece 2½" or longer	1.25	1.85
Connected waste and overflow for bathtub, concealed or exposed, including chain, chain stay, and tailpiece 1½" or longer, with or without stopper	1.60	2.35
Connected pop-up or lift waste and overflow for bathtub, concealed or exposed, including tailpiece 1½" or longer	1.85	2.75
Sink strainer, flat type, including tailpiece	.35	.50
Sink strainer, cup type, including tailpiece	.55	.80
Two-part continuous waste, exclusive of trap	1.25	1.85
Three-part continuous waste, exclusive of trap	1.90	2.80
Trap, all types, except bag trap or anti-syphon trap:		
Size 1¼" outlet	.80	1.20
Size 1½" outlet	.80	1.20
Size 2" outlet	1.00	1.50
Toilet seats, all types, with or without cover, painted, varnished, or sheet covered, including nuts and washers	.85	1.25
Hot water tanks and heaters:		
30-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	2.85	3.60
40-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	3.05	4.40
Flat top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	3.90	5.15
Dome top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	4.95	6.45
USED HEATING EQUIPMENT		
Cast iron radiation (Ceiling price is per square foot of heating surface for water-tested radiation and includes necessary plugs and bushings):		
All radiation up to 26" high	.23	.30
All radiation 27" and higher	.21	.27

Ceiling prices for items not listed in this schedule must be determined in accordance with the terms of section 7 (for wholesalers) or 8 (for retailers).

Schedule 15

Applicable to the State of: Missouri, State of: Utah.

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures (less fittings unless specifically stated):		
Bathtub, single shell, roll rim, recess or corner, on base or on legs, all sizes	$15.90	$21.65
Bathtub, with apron, double shell, recess or corner, all sizes	21.50	29.75
Lavatory, pedestal type, including pedestal, all sizes	8.90	12.40
Lavatory, leg type, including leg, rod, and brackets, all sizes	4.75	6.50
Lavatory, wall hung, with or without apron, including hanger, all sizes	4.70	6.60
Lavatory, wall hung, corner type, with or without apron, including hanger, all sizes	3.45	4.70
Pedestal only for pedestal lavatory	2.05	2.70
Leg with rod only for leg lavatory	1.05	1.45
Sink, wall hung, without apron, including hanger, size 24" and smaller	3.55	4.95
Sink, wall hung, without apron, including hanger, size 25" and larger	5.00	6.90
Sink, wall hung, with apron, including hanger, size 24" and smaller	4.45	6.20
Sink, wall hung, with apron, including hanger, size 25" and larger	5.75	8.00
Combination single drainboard sink (sink with integral drainboard), wall hung, with or without apron, including hangers, all sizes	14.65	20.40
Combination double drainboard sink (sink with integral drainboards), wall hung, with or without apron, including hangers, all sizes	18.75	26.25
Corner drainboard sink (sink with integral drainboard(s) and corner back), wall hung, with or without apron, including hangers, single or double drainboard, all sizes	12.75	17.25
Sink and tray (one piece) combination, wall hung, with or without apron, including hangers and leg under tray, all sizes	18.75	26.25
Leg with rod (long) only, for sink, one piece or adjustable	1.55	2.20
Leg with rod (short) only, for tray, one piece or adjustable	1.25	1.75
Drainboard, all sizes	.90	1.30
Slop Sink, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	7.55	10.55
Wash Tray, single compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	8.50	11.50
Wash Tray, double compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	17.00	23.00
Vitreous china plumbing fixtures (less fittings unless specifically stated):		
Water closet bowl, all types, all shapes and kinds, including spud	3.15	4.40
Low Tank, six or eight gallon capacity, all shapes and kinds, including and complete with fittings and cover, except supply pipe to floor or wall	5.25	7.25
Low tank, six or eight gallon capacity, all shapes and kinds, without fittings, but including cover	2.90	4.05
Cover only for six or eight gallon capacity low tank, all shapes and kinds	1.20	1.70
Porcelain (glazed earthenware) plumbing fixtures (less fittings unless specifically stated):		
Single sink, tray, or washtub, with or without back, all sizes	4.25	5.75
Double sink, tray, or washtub, with or without back, all sizes	8.50	11.50
Plumbing fixture supply fittings (irrespective of finish, material, shape, design, or style) complete with locknuts, coupling nuts, and tailpieces or union connections, unless provided with IPS male or female thread:		
Lavatory faucet, single	.65	.95

Schedule 15—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Plumbing fixture supply fittings—Continued.		
Combination lavatory supply fitting	$1.55	$2.30
Combination lavatory supply fitting with pop-up waste	2.15	3.15
Combination bath faucet, including couplings	1.30	1.95
Combination bath faucet with shower diverter or transfer valve	2.55	3.80
Combination bath faucet with shower diverter or transfer valve, shower riser and shower head, with or without ball joint	3.60	5.35
Combination bath faucet with shower diverter or transfer valve, shower riser, and shower head, with or without ball joint and "D" or "O" type rod for curtain, but not including curtain and pins	4.65	6.90
Exposed two-valve shower fixture only	1.85	2.75
Exposed two-valve shower fixture, including riser and shower head, with or without ball joint	2.40	3.55
Shower attachment (portable) including faucet attacher, hose, riser, riser support, shower head, and "D" or "O" type rod for curtain but not including curtain and pins	2.35	3.50
Concealed two-valve supply fixture	1.85	2.75
Concealed two-valve over-rim tub filler supply fixture, including tub filler	2.40	3.55
Concealed two-valve shower supply fixture, including shower head (with or without ball joint), arm to wall, and escutcheon	2.65	3.90
Concealed three-valve (transfer valve) supply fixture	2.65	3.90
Concealed three-valve (transfer valve) supply fixture, including over-rim tub filler, shower head (with or without ball joint) arm to wall, and escutcheon	3.70	5.45
Concealed four-valve supply fixture	2.95	4.35
Concealed four-valve supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	4.00	5.90
Sink faucet, single	.65	.95
Combination sink supply fitting (for installation through deck, sink top, sink back, or to wall), with or without soap dish, with rigid or swing spout, with or without spray	2.10	3.10
Plumbing fixture waste fittings (irrespective of finish, material, shape, design, or style), complete with slip nuts and slip nut washers for slip joints:		
P. O. plug for lavatory, including tail piece 4" or longer	.30	.45
Pop-up or lift waste for lavatory, including tailpiece 2½" or longer	1.25	1.85
Connected waste and overflow for bathtub, concealed or exposed, including chain, chain stay, and tailpiece 1½" or longer, with or without stopper	1.60	2.35
Connected pop-up or lift waste and overflow for bathtub, concealed or exposed, including tailpiece 1½" or longer	1.90	2.80
Sink strainer, flat type, including tailpiece	.35	.50
Sink strainer, cup type, including tailpiece	.55	.80
Two-part continuous waste, exclusive of trap	1.25	1.85
Three-part continuous waste, exclusive of trap	1.90	2.80
Trap, all types, except bag trap or anti-syphon trap:		
Size 1¼" outlet	.80	1.20
Size 1½" outlet	.80	1.20
Size 2" outlet	1.00	1.50
Toilet seats, All types, with or without cover, painted, varnished, or sheet covered, including nuts and washers	.90	1.30
Hot water tanks and heaters:		
30-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	2.90	3.66
40-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	3.70	4.45

Schedule 15—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Hot water tanks and heaters—Con.		
Flat top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	$3.95	$6.20
Dome top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	5.00	6.80
USED HEATING EQUIPMENT		
Cast iron radiation (ceiling price is per square foot of heating surface for water-tested radiation and includes necessary plugs and bushings):		
All radiation up to 26" high	.24	.30
All radiation 27" and higher	.22	.28

Ceiling prices for items not listed in this schedule must be determined in accordance with the terms of section 7 (for wholesalers) or 8 (for retailers).

Schedule 16

Applicable to the State of: Georgia.

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures (less fittings unless specifically stated):		
Bathtub, single shell, roll rim, recess or corner, on base or on legs, all sizes	$19.50	$24.50
Bathtub, with apron, double shell, recess or corner, all sizes	26.20	33.70
Lavatory, pedestal type, including pedestal, all sizes	10.75	14.00
Lavatory, leg type, including leg, rod, and brackets, all sizes	5.75	7.35
Lavatory, wall hung, with or without apron, including hanger, all sizes	5.70	7.50
Lavatory, wall hung, corner type, with or without apron, including hanger, all sizes	4.20	5.35
Pedestal only for pedestal lavatory	2.50	3.10
Leg with rod only for leg lavatory	1.30	1.70
Sink, wall hung, without apron, including hanger, size 24" and smaller	4.20	5.65
Sink, wall hung, without apron, including hanger, size 25" and larger	6.05	7.80
Sink, wall hung, with apron, including hanger, size 24" and smaller	5.40	7.05
Sink, wall hung, with apron, including hanger, size 25" and larger	6.95	9.05
Combination single drainboard sink (sink with integral drainboard), wall hung, with or without apron, including hangers, all sizes	17.70	23.05
Combination double drainboard sink (sink with integral drainboards), wall hung, with or without apron, including hangers, all sizes	22.70	29.70
Corner drainboard sink (sink with integral drainboard(s) and corner back), wall hung, with or without apron, including hangers, single or double drainboard, all sizes	15.50	19.60
Sink and tray (one piece) combination, wall hung, with or without apron, including hangers and leg under tray, all sizes	22.90	28.50
Leg with rod (long) only, for sink, one piece or adjustable	1.90	2.55
Leg with rod (short) only, for tray, one piece or adjustable	1.50	1.95
Drainboard, all sizes	1.10	1.45
Slop sink, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	9.20	12.00

Schedule 16—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Plumbing fixture waste fittings (irrespective of finish, material, shape, design, or style), complete with slip nuts and slip nut washers for slip joints:		
P. O. plug for lavatory, including tailpiece 4" or longer	$0.35	$0.50
Pop-up or lift waste for lavatory, including tailpiece 2½" or longer	1.50	2.10
Connected waste and overflow for bathtub, concealed or exposed, including chain, chain stay, and tailpiece 1½" or longer, with or without stopper	1.90	2.65
Connected pop-up or lift waste and overflow for bathtub, concealed or exposed, including tailpiece 1½" or longer	2.30	3.15
Sink strainer, flat type, including tailpiece	.40	.55
Sink strainer, cup type, including tailpiece	.65	.90
Two-part continuous waste, exclusive of trap	1.50	2.10
Three-part continuous waste, exclusive of trap	2.30	3.15
Trap, all types, except bag trap or anti-syphon trap:		
Size 1¼" outlet	.95	1.35
Size 1½" outlet	.95	1.35
Size 2" outlet	1.20	1.70
Toilet seats, all types, with or without cover, painted, varnished, or sheet covered, including nuts and washers	1.10	1.45
Hot water tanks and heaters:		
30-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	3.50	4.10
40-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	4.50	5.05
Flat top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	4.80	5.90
Dome top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	6.05	7.35
USED HEATING EQUIPMENT		
Cast iron radiation (ceiling price is per square foot of heating surface for water-tested radiation and includes necessary plugs and bushings):		
All radiation up to 26" high	.24	.30
All radiation 27" and higher	.22	.28

Ceiling prices for items not listed in this schedule must be determined in accordance with the terms of section 7 (for wholesalers) or 8 (for retailers).

Schedule 17

Applicable to the State of: Alabama.

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures (Less fittings unless specifically stated):		
Bathtub, single shell, roll rim, recess or corner, on base or on legs, all sizes	$19.75	$24.75
Bathtub, with apron, double shell, recess or corner, all sizes	26.40	33.90
Lavatory, pedestal type, including pedestal, all sizes	10.85	14.10
Lavatory, leg type, including leg, rod, and brackets, all sizes	5.80	7.45
Lavatory, wall hung, with or without apron, including hanger, all sizes	5.70	7.50
Lavatory, wall hung, corner type, with or without apron, including hanger, all sizes	4.20	5.35

Schedule 17—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures—continued.		
Pedestal only for pedestal lavatory	$2.60	$3.15
Leg with rod only for leg lavatory	1.30	1.70
Sink, wall hung, without apron, including hanger, size 24" and smaller	4.40	5.70
Sink, wall hung, without apron, including hanger, size 25" and larger	6.10	7.90
Sink, wall hung, with apron, including hanger, size 24" and smaller	5.40	7.05
Sink, wall hung, with apron, including hanger, size 25" and larger	7.00	9.10
Combination single drainboard sink (sink with integral drainboard), wall hung, with or without apron, including hangers, all sizes	17.90	23.25
Combination double drainboard sink (sink with integral drainboards), wall hung, with or without apron, including hangers, all sizes	22.85	29.85
Corner drainboard sink (sink with integral drainboard(s) and corner back), wall hung, with or without apron, including hangers, single or double drainboard, all sizes	15.65	19.75
Sink and tray (one piece) combination, wall hung, with or without apron, including hangers and leg under tray, all sizes	23.00	28.50
Leg with rod (long) only, for sink, one piece or adjustable	1.90	2.55
Leg with rod (short) only, for tray, one piece or adjustable	1.50	1.95
Drainboard, all sizes	1.10	1.45
Slop sink, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	9.25	12.05
Wash tray, single compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	10.45	13.15
Wash tray, double compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	20.90	26.30
Vitreous china plumbing fixtures (less fittings unless specifically stated):		
Water closet bowl, all types, all shapes and kinds, including spud	3.85	5.00
Low tank, six or eight gallon capacity, all shapes and kinds, including and complete with fittings and cover, except supply pipe to floor or wall	6.35	8.20
Low tank, six or eight gallon capacity, all shapes and kinds, without fittings, but including cover	3.55	4.60
Cover only for six or eight gallon capacity low tank, all shapes and kinds	1.45	1.90
Porcelain (glazed earthenware) plumbing fixtures (less fittings unless specifically stated):		
Single sink, tray, or washtub, with or without back, all sizes	5.20	6.60
Double sink, tray, or washtub, with or without back, all sizes	10.40	13.20
Plumbing fixture supply fittings (irrespective of finish, material, shape, design, or style), complete with locknuts, coupling nuts, and tailpieces or union connections, unless provided with IPS male or female thread:		
Lavatory faucet, single	.80	1.05
Combination lavatory supply fitting	1.85	2.60
Combination lavatory supply fitting with pop-up waste	2.60	3.55
Combination bath faucet, including couplings	1.55	2.20
Combination bath faucet with shower diverter or transfer valve	3.05	4.30
Combination bath faucet with shower diverter or transfer valve, shower riser and shower head, with or without ball joint	4.30	6.00
Combination bath faucet with shower diverter or transfer valve, shower riser, and shower head, with or without ball joint and "D" or "O" type rod for curtain, but not including curtain and pins	5.60	7.75

SCHEDULE 17—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Plumbing fixture supply fittings, etc.—Continued.		
Exposed two-valve shower fixture only	$2.20	$3.10
Exposed two-valve shower fixture, including riser and shower head, with or without ball joint	2.90	4.00
Shower attachment (portable) including faucet, attacher, hose, riser, riser support, shower head, and "D" or "O" type rod for curtain but not including curtain and pins	2.80	3.95
Concealed valve supply fixture	2.20	3.10
Concealed two-valve over-rim tub filler supply fixture, including tub filler	2.90	4.00
Concealed two-valve shower supply fixture, including shower head (with or without ball joint), arm to wall, and escutcheon	3.20	4.40
Concealed three-valve (transfer valve) supply fixture	3.20	4.40
Concealed three-valve (transfer valve) supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	4.45	6.15
Concealed four-valve supply fixture	3.55	4.90
Concealed four-valve supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	4.80	6.65
Sink faucet, single	.80	1.05
Combination sink supply fitting (for installation through deck, sink top, sink back, or to wall), with or without soap dish, with rigid or swing spout, with or without spray	2.80	3.50
Plumbing fixture waste fittings (irrespective of finish, material, shape, design, or style) Complete with slip nuts and slip nut washers for slip joints:		
P. O. plug for lavatory, including tailpiece 4" or longer	.35	.50
Pop-up or lift waste for lavatory, including tailpiece 2½" or longer	1.50	2.10
Connected waste and overflow for bathtub, concealed or exposed, including chain, chain stay, and tailpiece 1½" or longer, with or without stopper	1.90	2.65
Connected pop-up or lift waste and overflow for bathtub, concealed or exposed, including tailpiece 1½" or longer	2.30	3.15
Sink strainer, flat type, including tailpiece	.40	.55
Sink strainer, cup type, including tailpiece	.65	.90
Two-part continuous waste, exclusive of trap	1.50	2.10
Three-part continuous waste, exclusive of trap	2.30	3.15
Trap, all types, except bag trap or anti-syphon trap:		
size 1¼" outlet	1.00	1.35
size 1½" outlet	1.00	1.35
size 2" outlet	1.20	1.70
Toilet seats, all types, with or without cover, painted, varnished, or sheet covered, including nuts and washers	1.10	1.45
Hot water tanks and heaters:		
30-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	3.55	4.15
40-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	4.50	5.05
Flat top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	4.80	5.90
Dome top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	6.10	7.45
USED HEATING EQUIPMENT		
Cast iron radiation (ceiling price is per square foot of heating surface for water-tested radiation and includes necessary plugs and bushings):		
All radiation up to 26" high	.24	.30
All radiation 27" and higher	.22	.28

Ceiling prices for items not listed in this schedule must be determined in accordance with the terms of section 7 (for wholesalers) or 8 (for retailers).

SCHEDULE 18

Applicable to the State of: Arkansas.
State of: Idaho.
State of: Kansas.
State of: Nebraska.
State of: North Dakota.
State of: South Dakota.

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures (less fittings unless specifically stated):		
Bathtub, single shell, roll rim, recess or corner, on base or on legs, all sizes	$16.75	$22.50
Bathtub, with apron, double shell, recess or corner, all sizes	22.50	30.75
Lavatory, pedestal type, including pedestal, all sizes	9.25	12.75
Lavatory, leg type, including leg, rod, and brackets, all sizes	5.00	6.75
Lavatory, wall hung, with or without apron, including hanger, all sizes	4.90	6.80
Lavatory, wall hung, corner type, with or without apron, including hanger, all sizes	3.65	4.90
Pedestal only for pedestal lavatory	2.25	2.90
Leg with rod only for leg lavatory	1.15	1.55
Sink, wall hung, without apron, including hanger, size 24" and smaller	3.75	5.15
Sink, wall hung, without apron, including hanger, size 25" and larger	5.25	7.15
Sink, wall hung, with apron, including hanger, size 24" and smaller	4.65	6.40
Sink, wall hung, with apron, including hanger, size 25" and larger	6.00	8.25
Combination single drainboard sink (sink with integral drainboard), wall hung, with or without apron, including hangers, all sizes	15.25	21.00
Combination double drainboard sink (sink with integral drainboards), wall hung, with or without apron, including hangers, all sizes	19.50	27.00
Corner drainboard sink (sink with integral drainboard(s) and corner back), wall hung, with or without apron, including hangers, single or double drainboard, all sizes	13.50	18.00
Sink and tray (one piece) combination, wall hung, with or without apron, including hangers and leg under tray, all sizes	19.50	27.00
Leg with rod (long) only, for sink, one piece or adjustable	1.65	2.30
Leg with rod (short) only, for tray, one piece or adjustable	1.30	1.80
Drainboard, all sizes	.90	1.30
Slop sink, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	7.90	10.90
Wash tray, single compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	9.00	12.00
Wash tray, double compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	18.00	24.00
Vitreous china plumbing fixtures (Less fittings unless specifically stated):		
Water closet bowl, all types, all shapes and kinds, including spud	3.26	4.50
Low tank, six or eight gallon capacity, all shapes and kinds, including and complete with fittings and cover, except supply pipe to floor or wall	5.40	7.40
Low tank, six or eight gallon capacity, all shapes and kinds, without fittings, but including cover	3.00	4.15
Cover only for six or eight gallon capacity low tank, all shapes and kinds	1.25	1.75
Porcelain (glazed earthenware) plumbing fixtures (less fittings unless specifically stated):		
Single sink, tray, or washtub, with or without back, all sizes	4.50	6.00
Double sink, tray, or washtub, with or without back, all sizes	9.00	12.00
Plumbing fixture supply fittings (irrespective of finish, material, shape, design, or style). Complete with locknuts, coupling nuts, and tailpieces or union connections, unless provided with IPS male or female thread:		

SCHEDULE 18—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Plumbing fixture supply fittings, etc.—Continued.		
Lavatory faucet, single	$0.65	$0.95
Combination lavatory supply fitting	1.60	2.35
Combination lavatory supply fitting; with pop-up waste	2.15	3.15
Combination bath faucet, including couplings	1.30	1.95
Combination bath faucet with shower diverter or transfer valve	2.60	3.85
Combination bath faucet with shower diverter or transfer valve, shower riser and shower head, with or without ball joint	3.60	5.35
Combination bath faucet with shower diverter or transfer valve, shower riser, and shower head, with or without ball joint and "D" or "O" type rod for curtain, but not including curtain and pins	4.70	6.95
Exposed two-valve shower fixture only	1.85	2.75
Exposed two-valve shower fixture, including riser and shower head, with or without ball joint	2.40	3.55
Shower attachment (portable) including faucet attacher, hose, riser, support, shower head, and "D" or "O" type rod for curtain but not including curtain and pins	2.35	3.50
Concealed two-valve supply fixture	1.85	2.75
Concealed two-valve over-rim tub filler supply fixture, including tub filler	2.40	3.55
Concealed two-valve shower supply fixture, including shower head (with or without ball joint), arm to wall, and escutcheon	2.70	3.95
Concealed three-valve (transfer valve) supply fixture	2.65	3.90
Concealed three-valve (transfer valve) supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.75	5.50
Concealed four-valve supply fixture	3.00	4.40
Concealed four-valve supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	4.05	5.95
Sink faucet, single	.65	.95
Combination sink supply fitting (for installation through deck, sink top, sink back, or to wall), with or without soap dish, with rigid or swing spout, with or without spray	2.10	3.10
Plumbing fixture waste fittings (irrespective of finish, material, shape, design, or style) complete with slip nuts and slip nut washers for slip joints:		
P. O. plug for lavatory, including tailpiece 4" or longer	.30	.45
Pop-up or lift waste for lavatory, including tailpiece 2½" or longer	1.30	1.90
Connected waste and overflow for bathtub, concealed or exposed, including chain, chain stay, and tailpiece 1½" or longer, with or without stopper	1.60	2.35
Connected pop-up or lift waste and overflow for bathtub, concealed or exposed, including tailpiece 1½" or longer	1.90	2.80
Sink strainer, flat type, including tailpiece	.35	.50
Sink strainer, cup type, including tailpiece	.55	.80
Two-part continuous waste, exclusive of trap	1.30	1.90
Three-part continuous waste, exclusive of trap	1.90	2.80
Trap, all types, except bag trap or anti-syphon trap:		
Size 1¼" outlet	.80	1.20
Size 1½" outlet	.80	1.20
Size 2" outlet	1.00	1.50
Toilet seats, all types, with or without cover, painted, varnished, or sheet covered, including nuts and washers	.90	1.30
Hot water tanks and heaters:		
30-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	3.00	3.75
40-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	3.90	4.50
Flat top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	4.15	5.25

SCHEDULE 18—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Hot water tanks and heaters—Con.		
Dome top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	$5.25	$6.75
USED HEATING EQUIPMENT		
Cast iron radiation (Ceiling price is per square foot of heating surface for water-tested radiation and includes necessary plugs and bushings):		
All radiation up to 26" high	.25	.30
All radiation 27" and higher	.23	.28

Ceiling prices for items not listed in this schedule must be determined in accordance with the terms of section 7 (for wholesalers) or 8 (for retailers).

SCHEDULE 19

Applicable to the State of: Louisiana except the City of New Orleans (see Schedule No. 25 for the City of New Orleans).
State of: Oklahoma.

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures (less fittings unless specifically stated):		
Bathtub, single shell, roll rim, recess or corner, on base or on legs, all sizes	$17.45	$23.20
Bathtub, with apron, double shell, recess or corner, all sizes	23.30	31.55
Lavatory, pedestal type, including pedestal, all sizes	9.85	13.05
Lavatory, leg type, including leg, rod, and brackets, all sizes	5.20	6.95
Lavatory, wall hung, with or without apron, including hanger, all sizes	5.05	6.95
Lavatory, wall hung, corner type, with or without apron, including hanger, all sizes	3.80	5.05
Pedestal only for pedestal lavatory	2.35	3.00
Leg with rod only for leg lavatory	1.20	1.60
Sink, wall hung, without apron, including hanger, size 24" and smaller	3.85	5.25
Sink, wall hung, without apron, including hanger, size 25" and larger	5.45	7.35
Sink, wall hung, with apron, including hanger, size 24" and smaller	4.80	6.55
Sink, wall hung, with apron, including hanger, size 25" and larger	6.20	8.45
Combination single drainboard sink (sink with integral drainboard), wall hung, with or without apron, including hangers, all sizes	15.75	21.50
Combination double drainboard sink (sink with integral drainboards), wall hung, with or without apron, including hangers, all sizes	20.10	27.60
Corner drainboard sink (sink with integral drainboard(s) and corner back), wall hung, with or without apron, including hangers, single or double drainboard, all sizes	14.10	18.60
Sink and tray (one piece) combination, wall hung, with or without apron, including hangers and leg under tray, all sizes	20.10	27.60
Leg with rod (long) only, for sink, one piece or adjustable	1.70	2.35
Leg with rod (short) only, for tray, one piece or adjustable	1.35	1.85
Drainboard, all sizes	.90	1.30
Slop sink, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	8.15	11.15

SCHEDULE 19—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures—Continued.		
Wash tray, single compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	$9.40	$12.40
Wash tray, double compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	16.80	24.80
Vitreous china plumbing fixtures (less fittings unless specifically stated):		
Water closet bowl, all types, all shapes and kinds, including spud	3.35	4.60
Low tank, six or eight gallon capacity, all shapes and kinds, including and complete with fittings and cover, except supply pipe to floor or wall	5.50	7.50
Low tank, six or eight gallon capacity, all shapes and kinds, without fittings, but including cover	3.10	4.25
Cover only for six or eight gallon capacity low tank, all shapes and kinds	1.25	1.75
Porcelain (glazed earthenware) plumbing fixtures (less fittings unless specifically stated):		
Single sink, tray, or washtub, with or without back, all sizes	4.70	6.20
Double sink, tray, or washtub, with or without back, all sizes	9.40	12.40
Plumbing fixture supply fittings (irrespective of finish, material, shape, design, or style), complete with locknuts, coupling nuts, and tailpieces or union connections, unless provided with IPS male or female thread:		
Lavatory faucet, single	.65	.95
Combination lavatory supply fitting	1.60	2.35
Combination lavatory supply fitting with pop-up waste	2.15	3.15
Combination bath faucet, including couplings	1.30	1.95
Combination bath faucet with shower diverter or transfer valve	2.60	3.85
Combination bath faucet with shower diverter or transfer valve, shower riser and shower head, with or without ball joint	3.65	5.40
Combination bath faucet with shower diverter or transfer valve, shower riser, and shower head, with or without ball joint and "D" or "O" type rod for curtain, but not including curtain and pins	4.70	6.95
Exposed two-valve shower fixture only	1.90	2.80
Exposed two-valve shower fixture, including riser and shower head, with or without ball joint	2.40	3.55
Shower attachment (portable) including faucet attacher hose, riser, riser support, shower head, and "D" or "O" type rod for curtain but not including curtain and pins	2.40	3.55
Concealed two-valve supply fixture	1.90	2.80
Concealed two-valve over-rim tub filler supply fixture, including tub filler	2.40	3.55
Concealed two-valve shower supply fixture, including shower head (with or without ball joint), arm to wall, and escutcheon	2.70	3.95
Concealed three-valve (transfer valve) supply fixture	2.65	3.90
Concealed three-valve (transfer valve) supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.75	5.50
Concealed four-valve supply fixture	3.00	4.40
Concealed four-valve supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	4.10	6.00
Sink faucet, single	.65	.95
Combination sink supply fitting (for installation through deck, sink top, sink back, or to wall), with or without soap dish, with rigid or swing spout, with or without spray	2.15	3.15

SCHEDULE 19—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Plumbing fixture waste fittings (irrespective of finish, material, shape, design, or style), complete with slip nuts and slip nut washers for slip joints:		
P. O. plug for lavatory, including tailpiece 4" or longer	$0.30	$0.45
Pop-up or lift waste for lavatory, including tailpiece 2½" or longer	1.30	1.90
Connected waste and overflow for bathtub, concealed or exposed, including chain, chain stay, and tailpiece 1½" or longer, with or without stopper	1.65	2.40
Connected pop-up or lift waste and overflow for bathtub, concealed or exposed, including tailpiece 1½" or longer	1.90	2.80
Sink strainer, flat type, including tailpiece	.35	.50
Sink strainer, cup type, including tailpiece	.55	.80
Two-part continuous waste, exclusive of trap	1.30	1.90
Three part continuous waste, exclusive of trap	1.95	2.85
Trap, all types except bag trap or anti-syphon trap:		
Size 1¼" outlet	.80	1.20
Size 1½" outlet	.80	1.20
Size 2" outlet	1.00	1.50
Toilet seats, all types, with or without cover, painted, varnished, or sheet covered, including nuts and washers	.90	1.30
Hot water tanks and heaters:		
30-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	3.10	3.75
40-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	4.00	4.50
Flat top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	4.30	5.25
Dome top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	5.45	6.75
USED HEATING EQUIPMENT		
Cast iron radiation, ceiling price is per square foot of heating surface for water-tested radiation and includes necessary plugs and bushings:		
All radiation up to 26" high	.26	.30
All radiation 27" and higher	.24	.28

Ceiling prices for items not listed in this schedule must be determined in accordance with the terms of section 7 (for wholesalers) or 8 (for retailers).

SCHEDULE 20

Applicable to the State of: Colorado.
State of: Wyoming.

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures (less fittings unless specifically stated):		
Bathtub, single shell, roll rim, recess or corner, on base or on legs, all sizes	$17.65	$23.40
Bathtub, with apron, double shell, recess or corner, all sizes	23.50	31.75
Lavatory, pedestal type, including pedestal, all sizes	9.65	13.15
Lavatory, leg type, including leg, rod, and bracket, all sizes	5.25	7.00
Lavatory, wall hung, with or without apron, including hanger, all sizes	5.05	6.95
Lavatory, wall hung, corner type, with or without apron, including hanger, all sizes	3.80	5.05

SCHEDULE 20—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures—Continued.		
Pedestal only for pedestal lavatory	$2.40	$3.05
Leg with rod only for leg lavatory	1.20	1.60
Sink, wall hung, without apron, including hanger, size 24" and smaller	3.90	5.30
Sink, wall hung, without apron, including hanger, size 25" and larger	5.50	7.40
Sink, wall hung, with apron, including hanger, size 24" and smaller	4.80	6.55
Sink wall hung, with apron, including hanger, size 25" and larger	6.25	8.50
Combination single drainboard sink (sink with integral drainboard), wall hung, with or without apron, including hangers, all sizes	15.90	21.65
Combination double drainboard (sink with integral drainboards), wall hung with or without apron, including hangers, all sizes	20.25	27.75
Corner drainboard sink (sink with integral drainboard(s) and corner back), wall hung, with or without apron, including hangers, single or double drainboard, all sizes	14.25	18.75
Sink and tray (one piece) combination, wall hung, with or without apron, including hangers and leg under tray, all sizes	20.25	27.75
Leg with rod (long) only, for sink, one piece or adjustable	1.70	2.35
Leg with rod (short) only, for tray, one piece or adjustable	1.35	1.85
Drainboard, all sizes	.95	1.35
Slop sink, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	8.20	11.20
Wash tray, single compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	9.50	12.80
Wash tray, double compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	19.00	25.00
Vitreous china plumbing fixtures (less fittings unless specifically stated):		
Water closet bowl, all types, all shapes and kinds, including spud	3.40	4.65
Low tank, six or eight gallon capacity, all shapes and kinds, including and complete with fittings and cover, except supply pipe to floor or wall	5.55	7.55
Low tank, six or eight gallon capacity, all shapes and kinds, without fittings, but including cover	3.15	4.30
Cover only for six or eight gallon capacity low tank, all shapes and kinds	1.25	1.75
Porcelain (glazed earthenware) plumbing fixtures (Less fittings unless specifically stated):		
Single sink, tray, or washtub, with or without back, all sizes	4.75	6.25
Double sink, tray, or washtub, with or without back, all sizes	9.50	12.50
Plumbing fixture supply fittings (irrespective of finish, material, shape, design or style):		
Complete with lockouts, coupling nuts, and tailpieces or union connections, unless provided with IPS male or female thread:		
Lavatory faucet, single	.65	.95
Combination lavatory supply fitting	1.60	2.35
Combination lavatory supply fitting with pop-up waste	2.20	3.20
Combination bath faucet, including couplings	1.30	1.95
Combination bath faucet with shower diverter or transfer valve	2.60	3.85
Combination bath faucet with shower diverter or transfer valve, shower riser and shower head, with or without ball joint	3.65	5.40
Combination bath faucet with shower diverter or transfer valve, shower riser, and shower head, with or withont ball joint and "D" or "O" type rod for curtain, but not including curtain and pins	4.70	6.95
Exposed two-valve shower fixture only	1.90	2.80

SCHEDULE 20—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Plumbing fixture supply fittings—Con.		
Exposed two-valve shower fixture, including riser and shower head, with or without ball joint	$2.45	$3.60
Shower attachment (portable) including faucet attacher, hose, riser, riser support, shower head, and "D" or "O" type rod for curtain but not including curtain and pins	2.40	3.55
Concealed two-valve supply fixture	1.90	2.80
Concealed two-valve over-rim tub filler supply fixture, including tub filler	2.45	3.60
Concealed two-valve shower supply fixture, including shower head (with or without ball joint), arm to wall and escutcheon	2.70	3.95
Concealed three-valve (transfer valve) supply fixture	2.70	3.95
Concealed three-valve (transfer valve) supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.75	5.50
Concealed four-valve supply fixture	3.00	4.40
Concealed four-valve supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	4.10	6.00
Sink faucet, single	.65	.95
Combination sink supply fitting (for installation through deck, sink top, sink back, or to wall), with or without soap dish, with rigid or swing spout, with or without spray	2.15	3.15
Plumbing fixture waste fittings (irrespective of finish, material, shape, design, or style):		
Complete with slip nuts and slip nut washers for slip joints.		
P. O. plug for lavatory, including tailpiece 4" or longer	.30	.45
Pop-up or lift waste for lavatory, including tailpiece 2½" or longer	1.30	1.90
Connected waste and overflow for bathtub, concealed or exposed, including chain, chain stay, and tailpiece 1½" or longer, with or without stopper	1.65	2.40
Connected pop-up or lift waste and overflow for bathtub, concealed or exposed, including tailpiece 1½" or longer	1.95	2.85
Sink strainer, flat type, including tailpiece	.35	.50
Sink strainer, cup type, including tailpiece	.55	.80
Two-part continuous waste, exclusive of trap	1.30	1.90
Three-part continuous waste, exclusive of trap	1.95	2.85
Trap, all types, except bag trap or anti-syphon trap size 1¼" outlet	.80	1.20
size 1½" outlet	.80	1.20
size 2" outlet	1.00	1.50
Toilet seats. All types, with or without cover, painted, varnished, or sheet covered, including nuts and washers	.95	1.35
Hot water tanks and heaters:		
30-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	3.15	3.75
40-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	4.00	4.80
Flat top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	4.30	5.25
Dome top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	5.50	6.75
USED HEATING EQUIPMENT		
Cast iron radiation: Ceiling price is per square foot of heating surface for water-tested radiation and includes necessary plugs and bushings:		
All radiation up to 26" high	.27	.30
All radiation 27" and higher	.25	.28

Ceiling prices for items not listed in this schedule must be determined in accordance with the terms of section 7 (for wholesalers) or 8 (for retailers).

SCHEDULE 21

Applicable to the State of: Texas, east of the 100th meridian (see Schedule No. 23 for the State of Texas west of the 100th meridian).

State of: New Mexico.

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures (less fittings unless specifically stated):		
Bathtub, single shell, roll rim, recess or corner, on base or on legs, all sizes	$18.35	$24.10
Bathtub, with apron, double shell, recess or corner, all sizes	24.30	32.55
Lavatory, pedestal type, including pedestal, all sizes	9.95	13.45
Lavatory, leg type, including leg, rod, and brackets, all sizes	5.45	7.20
Lavatory, wall hung, with or without apron, including hanger, all sizes	5.20	7.10
Lavatory, wall hung, corner type, with or without apron, including hanger, all sizes	3.95	5.20
Pedestal only for pedestal lavatory	2.80	3.15
Leg with rod only for leg lavatory	1.25	1.65
Sink, wall hung, without apron, including hanger, size 24" and smaller	4.00	5.40
Sink, wall hung, without apron, including hanger, size 26" and larger	5.70	7.60
Sink, wall hung, with apron, including hanger, size 24" and smaller	4.95	6.70
Sink,, wall hung, with apron, including hanger, size 25" and larger	6.45	8.70
Combination single drainboard sink (sink with integral drainboard), wall hung, with or without apron, including hangers, all sizes	16.40	22.00
Combination double drainboard sink (sink with integral drainboards), wall hung, with or without apron, including hangers, all sizes	20.85	28.35
Corner drainboard sink (sink with integral drainboard(s) and corner back), wall hung, with or without apron, including hangers, single or double drainboard, all sizes	14.85	19.35
Sink and tray (one piece) combination, wall hung, with or without apron, including hangers and leg under tray, all sizes	20.85	28.00
Leg with rod (long) only, for sink, one piece or adjustable	1.75	2.40
Leg with rod (short) only, for tray, one piece or adjustable	1.40	1.90
Drainboard, all sizes	.95	1.35
Slop sink with or without back (with iron leg support if without back), with or without apron, including banger, all sizes	8.45	11.45
Wash tray, single compartment, with or without back (with iron leg support if without back), with or without apron, including banger, all sizes	9.90	12.90
Wash tray, double compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	19.80	25.80
Vitreous china plumbing fixtures (less fittings unless specifically stated):		
Water closet bowl, all types, all shapes and kinds, including and complete with fittings and cover, except supply pipe to floor or wall	3.80	4.75
Low tank, six or eight gallon capacity, all shapes and kinds, including and complete with fittings and cover, except supply pipe to floor or wall	5.65	7.65
Low tank, six or eight gallon capacity, all shapes and kinds, without fittings, but including cover	3.25	4.40
Cover only for six or eight gallon capacity low tank, all shapes and kinds	1.30	1.75
Porcelain (glazed earthenware) plumbing fixtures (less fittings unless specifically stated):		
Single sink, tray, or washtub, with or without back, all sizes	4.95	6.45
Double sink, tray, or washtub, with or without back, all sizes	9.90	12.90

SCHEDULE 21—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Plumbing fixture supply fittings (irrespective of finish, material, shape, design, or style), complete with locknuts, coupling nuts, and tailpieces or union connections, unless provided with IPS male or female thread:		
Lavatory faucet, single	$0.65	$0.95
Combination lavatory supply fitting with pop-up waste	1.60	2.35
Combination lavatory supply fitting with pop-up waste	2.20	3.20
Combination bath faucet, including couplings	1.30	1.95
Combination bath faucet with shower diverter or transfer valve	2.60	3.85
Combination bath faucet with shower diverter or transfer valve, shower riser and shower head, with or without ball joint	3.65	5.40
Combination bath faucet with shower diverter or transfer valve, shower riser, and shower head, with or without ball joint and "D" or "O" type rod for curtain, but not including curtain and pins	4.75	7.00
Exposed two-valve shower fixture only	1.90	2.80
Exposed two-valve shower fixture, including riser and shower head, with or without ball joint	2.45	3.60
Shower attachment (portable) including faucet attacher, hose, riser, riser support, shower head, and "D" or "O" type rod for curtain but not including curtain and pins	2.40	3.55
Concealed two-valve supply fixture	1.90	2.80
Concealed two-valve over-rim tub filler supply fixture, including tub filler	2.45	3.60
Concealed two-valve shower supply fixture, including shower head (with or without ball joint), arm to wall, and escutcheon	2.75	4.00
Concealed three-valve (transfer valve) supply fixture	2.70	3.95
Concealed three-valve (transfer valve) supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.80	5.55
Concealed four-valve supply fixture	3.05	4.45
Concealed four-valve supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	4.15	6.05
Sink faucet, single	.65	.95
Combination sink supply fitting (for installation through deck, sink top, sink back, or to wall), with or without soap dish, with rigid or swing spout, with or without spray	2.15	3.15
Plumbing fixture waste fittings (irrespective of finish, material, shape, design or style), complete with slip nuts and slip nut washers for slip joints:		
P. O. plug for lavatory, including tailpiece 4" or longer	.30	.45
Pop-up or lift waste for lavatory, including tailpiece 2½" or longer	1.30	1.90
Connected waste and overflow for bathtub, concealed or exposed, including chain, chain stay, and tailpiece 1½" or longer, with or without stopper	1.65	2.40
Connected pop-up of lift waste and overflow for bathtub, concealed or exposed, including tailpiece 1½" or longer	1.95	2.85
Sink strainer, flat type, including tailpiece	.35	.50
Sink strainer, cup type, including tailpiece	.55	.80
Two-part continuous waste, exclusive of trap	1.30	1.90
Three-part continuous waste, exclusive of trap	1.95	2.85
Trap, all types, except bag trap or anti-syphon trap:		
Size 1¼" outlet	.80	1.20
Size 1½" outlet	.80	1.20
Size 2" outlet	1.00	1.50
Toilet seats, all types, with or without cover, painted, varnished, or sheet covered, including nuts and washers	.95	1.35

SCHEDULE 21—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Hot water tanks and heaters:		
30-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	$3.25	$4.75
40-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	4.00	4.50
Flat top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	4.45	5.25
Dome top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	5.70	6.75
USED HEATING EQUIPMENT		
Cast iron radiation (ceiling price is per square foot of heating surface for water-tested radiation and includes necessary plugs and bushings):		
All radiation up to 26" high	.27	.30
All radiation 27" and higher	.25	.28

Ceiling prices for items not listed in this schedule must be determined in accordance with the terms of section 7 (for wholesalers) or 8 (for retailers).

SCHEDULE 22

Applicable to the City of Memphis, Tennessee (see Schedule No. 14 for the State of Tennessee except Memphis).

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures (less fittings unless specifically stated):		
Bathtub, single shell, roll rim, recess or corner, on base or on legs, all sizes	$19.05	$24.75
Bathtub, with apron, double shell, recess or corner, all sizes	25.10	32.75
Lavatory, pedestal type, including pedestal, all sizes	10.25	13.75
Lavatory, leg type, including leg, rod, and brackets, all sizes	5.65	7.40
Lavatory, wall hung, with or without apron, including banger, all sizes	5.35	7.25
Lavatory, wall hung, corner type, with or without apron, including hanger, all sizes	4.10	5.35
Pedestal only for pedestal lavatory	2.65	3.30
Leg with rod only for leg lavatory	1.30	1.70
Sink, wall hung, without apron, including hanger, size 24" and smaller	4.15	5.55
Sink, wall hung, without apron, including hanger, size 25" and larger	5.90	7.80
Sink, wall hung, with apron, including hanger, size 24" and smaller	5.10	6.85
Sink, wall hung, with apron, including banger, size 25" and larger	6.65	8.90
Combination single drainboard sink (sink with integral drainboard), wall hung, with or without apron, including hangers, all sizes	16.90	22.00
Combination double drainboard sink (sink with integral drainboards), wall hung, with or without apron, including hangers, all sizes	21.45	28.50
Corner drainboard sink (sink with integral drainboard(s) and corner back), wall hung, with or without apron, including hangers, single or double drainboard, all sizes	15.45	19.95
Sink and tray (one piece) combination, wall hung, with or without apron, including hangers and leg under tray, all sizes	21.45	28.00
Leg with rod (long) only, for sink, one piece or adjustable	1.80	2.40

SCHEDULE 22—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures—Continued.		
Leg with rod (short) only, for tray, one piece or adjustable	$1.45	$1.90
Drainboard, all sizes	.95	1.35
Slop sink, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	5.70	11.70
Wash tray, single compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	10.30	13.30
Wash tray, double compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	20.60	26.60
Vitreous china plumbing fixtures (Less fittings unless specifically stated):		
Water closet bowl, all types, all shapes and kinds, including spud	3.60	4.75
Low tank, six or eight gallon capacity, all shapes and kinds, including and complete with fittings and cover, except supply pipe to floor or wall	5.80	7.75
Low tank, six or eight gallon capacity, all shapes and kinds, without fittings, but including cover	3.35	4.50
Cover only for six or eight gallon capacity low tank, all shapes and kinds	1.30	1.75
Porcelain (glazed earthenware) plumbing fixtures (less fittings unless specifically stated):		
Single sink, tray, or washtub, with or without back, all sizes	5.15	6.65
Double sink, tray, or washtub, with or without back, all sizes	10.30	13.30
Plumbing fixture supply fittings (irrespective of finish, material, shape, design, or style) complete with locknuts, coupling nuts, and tailpieces or union connections, unless provided with IPS male or female thread:		
Lavatory faucet, single	.65	.95
Combination lavatory supply fitting	1.60	2.35
Combination lavatory supply fitting with pop-up waste	2.20	3.20
Combination bath faucet, including couplings	1.30	1.95
Combination bath faucet with shower diverter or transfer valve	2.60	3.85
Combination bath faucet with shower diverter or transfer valve, shower riser and shower head, with or without ball joint	3.65	5.40
Combination bath faucet with shower diverter or transfer valve, shower riser, and shower head, with or without ball joint and "D" or "O" type rod for curtain, but not including curtain and pins	4.75	7.00
Exposed two-valve shower fixture only	1.90	2.80
Exposed two-valve shower fixture, including riser and shower head, with or without ball joint	2.45	3.60
Shower attachment (portable) including faucet attacher, hose, riser, riser support, shower head, and "D" or "O" type rod for curtain but not including curtain and pins	2.40	3.55
Concealed two-valve supply fixture	1.90	2.80
Concealed two-valve over-rim tub filler supply fixture, including tub filler	2.45	3.60
Concealed two-valve shower supply fixture, including shower head (with or without ball joint), arm to wall, and escutcheon	2.75	4.00
Concealed three-valve (transfer valve) supply fixture	2.70	3.95
Concealed three-valve (transfer valve) supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.80	5.55
Concealed four-valve supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	4.20	6.10

SCHEDULE 22—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Plumbing fixture supply fittings—Continued.		
Sink faucet, single	$0.65	$0.95
Combination sink supply fitting (for installation through deck, sink top, sink back, or to wall), with or without soap dish, with rigid or swing spout, with or without spray	2.15	3.15
Plumbing fixture waste fittings (irrespective of finish, material, shape, design, or style) complete with slip nuts and slip nut washers for slip joints:		
P. O. plug for lavatory, including tailpiece 4" or longer	.30	.45
Pop-up or lift waste for lavatory, including tailpiece 2½" or longer	1.30	1.90
Connected waste and overflow for bathtub, concealed or exposed, including chain, chain stay, and tailpiece 1½" or longer, with or without stopper	1.65	2.40
Connected pop-up or lift waste and overflow for bathtub, concealed or exposed, including tailpiece 1½" or longer	1.95	2.85
Sink strainer, flat type, including tailpiece	.35	.50
Sink strainer, cup type, including tailpiece	.55	.80
Two-part continuous waste, exclusive of trap	1.30	1.90
Three-part continuous waste, exclusive of trap	1.95	2.85
Trap, all types, except bag trap or anti-syphon trap:		
Size 1¼" outlet	.80	1.20
Size 1½" outlet	.80	1.20
Size 2" outlet	1.00	1.50
Toilet seats, all types, with or without cover, painted, varnished, or sheet covered, including nuts and washers	.95	1.35
Hot water tanks and heaters:		
30-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	3.25	3.75
40-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	4.00	4.50
Flat top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	4.50	5.25
Dome top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	5.90	6.75
USED HEATING EQUIPMENT		
Cast iron radiation. Ceiling price is per square foot of heating surface for water-tested radiation and includes necessary plugs and bushings:		
All radiation up to 26" high	.27	.30
All radiation 27" and higher	.25	.28

Ceiling prices for items not listed in this schedule must be determined in accordance with the terms of section 7 (for wholesalers) or 8 (for retailers).

SCHEDULE 23

Applicable to the State of: Mississippi.
State of: Montana.
State of: Texas, west of the 100th meridian (see Schedule No. 21 for the State of Texas east of the 100th meridian).

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures (Less fittings unless specifically stated):		
Bathtub, single shell, roll rim, recess or corner, on base or on legs, all sizes	$19.20	$24.25

SCHEDULE 23—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures—Continued.		
Bathtub, with apron, double shell, recess or corner, all sizes	$25.30	$32.75
Lavatory, pedestal type, including pedestal, all sizes	10.30	13.80
Lavatory, leg type, including leg, rod, and brackets, all sizes	5.70	7.45
Lavatory, wall hung, with or without apron, including hanger, all sizes	5.40	7.30
Lavatory, wall hung, corner type, with or without apron, including hanger, all sizes	4.15	5.40
Pedestal only for pedestal lavatory	2.70	3.35
Leg with rod only for leg lavatory	1.30	1.70
Sink, wall hung, without apron, including hanger, size 24" and smaller	4.20	5.60
Sink, wall hung, without apron, including hanger, size 25" and larger	5.95	7.85
Sink, wall hung, with apron, including hanger, size 24" and smaller	5.15	6.90
Sink, wall hung, with apron, including hanger, size 25" and larger	6.70	8.95
Combination single drainboard sink (sink with integral drainboard), wall hung, with or without apron, including hangers all sizes	17.00	22.00
Combination double drainboard sink (sink with integral drainboards), wall hung, with or without apron, including hangers, single or double drainboard, all sizes	15.60	20.10
Sink and tray (one piece) combination, wall hung, with or without apron, including hangers and leg under tray, all sizes	21.60	28.00
Leg with rod (long) only, for sink, one piece or adjustable	1.80	2.40
Leg with rod (short) only, for tray, one piece or adjustable	1.45	1.90
Drainboard, all sizes	.95	1.35
Slop sink, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	8.75	11.75
Wash tray, single compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	10.40	13.40
Wash tray, double compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	20.80	26.80
Vitreous china plumbing fixtures (less fittings unless specifically stated):		
Water closet bowl, all types, all shapes and kinds, including spud	3.60	4.75
Low tank, six or eight gallon capacity, all shapes and kinds, including and complete with fittings and cover, except supply pipe to floor or wall	5.80	7.75
Low tank, six or eight gallon capacity, all shapes and kinds, without fittings, but including cover	3.35	4.50
Cover only for six or eight gallon capacity low tank, all shapes and kinds	1.35	1.75
Porcelain (glazed earthenware) plumbing fixtures (less fittings unless specifically stated):		
Single sink, tray, or washtub, with or without back, all sizes	5.20	6.70
Double sink, tray, or washtub, with or without back, all sizes	10.40	13.40
Plumbing fixture supply fittings (irrespective of finish, material, shape, design, or style) complete with locknuts, coupling nuts, and tailpieces or union connections, unless provided with IPS male or female thread:		
Lavatory faucet, single	.65	.95
Combination lavatory supply fitting	1.60	2.35
Combination lavatory supply fitting with pop-up waste	2.20	3.20
Combination bath faucet, including couplings	1.30	1.95
Combination bath faucet with shower diverter or transfer valve	2.60	3.85

SCHEDULE 23—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Plumbing fixture supply fittings—Continued.		
Combination bath faucet with shower diverter or transfer valve, shower riser and shower head, with or without ball joint	$3.65	$5.40
Combination bath faucet with shower diverter or transfer valve, shower riser, and shower head, with or without ball joint and "D" or "O" type rod for curtain, but not including curtain and pins	4.80	7.05
Exposed two-valve shower fixture only	1.90	2.80
Exposed two-valve shower fixture, including riser and shower head, with or without ball joint	2.45	3.60
Shower attachment (portable) including faucet attacher hose, riser, riser support, shower head, and "D" or "C" type rod for curtain but not including curtain and pins	2.40	3.55
Concealed two-valve supply fixture	1.90	2.80
Concealed two-valve over-rim tub filler supply fixture, including tub filler	2.45	3.60
Concealed two-valve shower supply fixture, including shower head (with or without ball joint) arm to wall, and escutcheon	2.80	4.05
Concealed three-valve (transfer valve) supply fixture	2.70	3.95
Concealed three-valve (transfer valve) supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.85	5.60
Concealed four-valve supply fixture	3.10	4.50
Concealed four-valve supply fixture, including over-rim tub filler, shower head (with or without ball joint) arm to wall, and escutcheon	4.20	6.10
Sink faucet, single	.65	.95
Combination sink supply fitting (for installation through deck, sink top, sink back, or to wall) with or without soap dish, with rigid or swing spout, with or without spray	2.15	3.15
Plumbing fixture waste fittings (irrespective of finish, material, shape, design, or style) complete with slip nuts and slip nut washers for slip joints:		
P. O. plug for lavatory, including tailpiece 4" or longer	.30	.45
Pop-up or lift waste for lavatory, including tailpiece 2½" or longer	1.30	1.90
Connected waste and overflow for bathtub, concealed or exposed, including chain, chain stay, and tailpiece 1½" or longer, with or without stopper	1.65	2.40
Connected pop-up or lift waste and overflow for bathtub, concealed or exposed, including tailpiece 1½" or longer	1.95	2.85
Sink strainer, flat type, including tailpiece	.35	.50
Sink strainer, cup type, including tailpiece	.55	.80
Two-part continuous waste, exclusive of trap	1.30	1.90
Three-part continuous waste, exclusive of trap	1.95	2.85
Trap, all types, except bag trap or anti-syphon trap:		
Size 1¼" outlet	.80	1.20
Size 1½" outlet	.80	1.20
Size 2" outlet	1.00	1.50
Toilet seats, All types, with or without cover, painted, varnished, or sheet covered, including nuts and washers	.95	1.35
Hot water tanks and heaters:		
30-gallon range boiler, all kinds of shapes and styles irrespective of inside or outside finish	3.25	3.75
40-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	4.00	4.50
Flat top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	4.50	5.25
Dome top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	5.95	6.75

SCHEDULE 23—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED HEATING EQUIPMENT		
Cast iron radiation, ceiling price is per square foot of heating surface for water-tested radiation and includes necessary plugs and bushings:		
All radiation up to 26" high	$0.27	$0.30
All radiation 27" and higher	.25	.28

Ceiling prices for items not listed in this schedule must be determined in accordance with the terms of section 7 (for wholesalers) or 8 (for retailers).

SCHEDULE 24

Applicable to the State of: Florida.

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures (less fittings unless specifically stated):		
Bathtub, single shell, roll rim, recess or corner, on base or on legs, all sizes	$23.00	$28.00
Bathtub, with apron, double shell, recess or corner, all sizes	29.50	35.00
Lavatory, pedestal type, including pedestal, all sizes	12.50	15.65
Lavatory, leg type, including leg, rod, and brackets, all sizes	6.95	8.50
Lavatory, wall hung, with or without apron, including hanger, all sizes	6.55	8.25
Lavatory, wall hung, corner type, with or without apron, including hanger, all sizes	5.05	6.15
Pedestal only for pedestal lavatory	3.30	3.85
Leg with rod only for leg lavatory	1.60	1.95
Sink, wall hung, without apron, including hanger, size 24" and smaller	5.05	6.35
Sink, wall hung, without apron, including hanger, size 25" and larger	7.25	8.90
Sink, wall hung, with apron, including hanger, size 24" and smaller	6.25	7.75
Sink, wall hung, with apron, including hanger, size 25" and larger	8.15	10.00
Combination single drainboard sink (sink with integral drainboard), wall hung, with or without apron, including hangers, all sizes	20.65	24.40
Combination double drainboard sink (sink with integral drainboards), wall hung, with or without apron, including hangers, all sizes	26.20	31.65
Corner drainboard sink (sink with integral drainboard(s) and corner back), wall hung, with or without apron, including hangers, single or double drainboard, all sizes	19.10	23.00
Sink and tray (one piece) combination, wall hung, with or without apron, including hangers and leg under tray, all sizes	26.20	31.75
Leg with rod (long) only, for sink, one piece or adjustable	2.20	2.85
Drainboard, all sizes	1.20	1.50
Leg with rod (short) only, for tray, one piece or adjustable	1.75	2.10
Slop sink, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	10.60	13.05
Wash tray, single compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	12.70	15.00
Wash tray, double compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	25.40	30.00
Vitreous china plumbing fixtures (less fittings unless specifically stated):		
Water closet bowl, all types, all shapes and kinds, including spud	4.35	5.35

SCHEDULE 24—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Vitreous china plumbing fixtures—Continued.		
Low tank, six or eight gallon capacity, all shapes and kinds, including and complete with fittings and cover, except supply pipe to floor or wall	$7.00	$8.60
Low tank, six or eight gallon capacity, all shapes and kinds, without fittings, but including cover	4.05	5.00
Cover only for six or eight gallon capacity low tank, all shapes and kinds	1.60	1.95
Porcelain (glazed earthenware) plumbing fixtures (less fittings unless specifically stated):		
Single sink, tray, or washtub, with or without back, all sizes	6.35	7.50
Double sink, tray, or washtub, with or without back, all sizes	12.70	15.00
Plumbing fixture supply fittings (irrespective of finish, material, shape, design, or style) complete with locknuts, coupling nuts, and tailpieces or union connections, unless provided with IPS male or female thread:		
Lavatory faucet, single	.75	1.05
Combination lavatory supply fitting	1.90	2.60
Combination lavatory supply fitting with pop-up waste	2.65	3.60
Combination bath faucet, including couplings	1.55	2.15
Combination bath faucet with shower diverter or transfer valve	3.05	4.25
Combination bath faucet with shower diverter or transfer valve, shower riser and shower head, with or without ball joint	4.35	6.05
Combination bath faucet with shower diverter or transfer valve, shower riser, and shower head, with or without ball joint and "D" or "O" type rod for curtain, but not including curtain and pins	5.65	7.80
Exposed two-valve shower fixture only	2.80	3.15
Exposed two-valve shower fixture, including riser and shower head, with or without ball joint	2.95	4.05
Shower attachment (portable) including faucet attacher, hose, riser, riser support, shower head, and "D" or "O" type rod for curtain but not including curtain and pins	2.90	4.00
Concealed two-valve supply fixture	2.30	3.15
Concealed two-valve over-rim tub filler supply fixture, including tub filler	2.95	4.05
Concealed two-valve shower supply fixture, including shower head (with or without ball joint), arm to wall, and escutcheon	3.30	4.50
Concealed three - valve (transfer valve) supply fixture	3.25	4.45
Concealed three - valve (transfer valve) supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	4.55	6.20
Concealed four-valve supply fixture	3.65	5.00
Concealed four-valve supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	5.00	6.80
Sink faucet, single	.75	1.05
Combination sink supply fitting (for installation through deck, sink top, sink back, or to wall), with or without soap dish, with rigid or swing spout, with or without spray	2.60	3.55
Plumbing fixture waste fittings (irrespective of finish, material, shape, design, or style), complete with slip nuts and slip nut washers for slip joints:		
P. O. plug for lavatory, including tailpiece 4" or longer	.35	.50
Pop-up or lift waste for lavatory, including tailpiece 2½" or longer	1.55	2.10
Connected waste and overflow for bathtub, concealed or exposed, including chain, chain stay, and tailpiece 1½" or longer, with or without stopper	2.00	2.70

SCHEDULE 24—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Plumbing fixture waste fittings—Continued.		
Connected pop-up or lift waste and overflow for bathtub, concealed or exposed, including tailpiece 1½" or longer	$2.35	$3.20
Sink strainer, flat type, including tailpiece	.40	.55
Sink strainer, cup type, including tailpiece	.65	.90
Two-part continuous waste, exclusive of trap	1.55	2.10
Three-part continuous waste, exclusive of trap	2.35	3.20
Trap, all types, except bag trap or anti-syphon trap:		
Size 1¼" outlet	.95	1.35
Size 1½" outlet	.95	1.35
Size 2" outlet	1.20	1.70
Toilet seats, all types, with or without cover, painted, varnished, or sheet covered, including nuts and washers	1.20	1.50
Hot water tanks and heaters:		
30-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	3.85	4.35
40-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	4.70	5.20
Flat top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	5.30	6.00
Dome top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	7.10	7.85
USED HEATING EQUIPMENT		
Cast iron radiation: Ceiling price is per square foot of heating surface for water-tested radiation and includes necessary plugs and bushings):		
All radiation up to 26" high	.27	.30
All radiation 27" and higher	.25	.28

Ceiling prices for items not listed in this schedule must be determined in accordance with the terms of section 7 (for wholesalers) or 8 (for retailers).

SCHEDULE 25

Applicable to the City of New Orleans, Louisiana (see Schedule No. 19 for the State of Louisiana except the City of New Orleans).

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures (less fittings unless specifically stated):		
Bathtub, single shell, roll rim, recess or corner, on base or on legs, all sizes	$19.70	$24.75
Bathtub, with apron, double shell, recess or corner, all sizes	26.30	32.75
Lavatory, pedestal type, including pedestal, all sizes	10.70	14.20
Lavatory, leg type, including leg, rod, and brackets, all sizes	5.95	7.70
Lavatory, wall hung, with or without apron, including hanger, all sizes	5.60	7.50
Lavatory, wall hung, corner type, with or without apron, including hanger, all sizes	4.35	5.60
Pedestal only for pedestal lavatory	2.85	3.50
Leg with rod only for leg lavatory	1.35	1.75
Sink, wall hung, without apron, including hanger, size 24" and smaller	4.35	5.75
Sink, wall hung, without apron, including hanger, size 25" and larger	6.20	8.00
Sink, wall hung, with apron, including hanger, size 24" and smaller	5.35	7.00
Sink, wall hung, with apron, including hanger, size 25" and larger	6.95	8.00

SCHEDULE 25—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Cast iron enameled plumbing fixtures—Continued.		
Combination single drainboard sink (sink with integral drainboard), wall hung with or without apron, including hangers, all sizes	$17.50	$22.00
Combination double drainboard sink (sink with integral drainboards), wall hung, with or without apron, including hangers, all sizes	22.35	28.50
Corner drainboard sink (sink with integral drainboard(s) and corner back), wall hung, with or without apron, including hangers, single or double drainboard, all sizes	16.35	20.85
Sink and tray (one piece) combination, wall hung, with or without apron, including hangers and leg under tray, all sizes	22.35	28.00
Leg with rod (long) only, for sink, one piece adjustable	1.85	2.40
Leg with rod (short) only, for tray, one piece or adjustable	1.50	1.90
Drainboard, all sizes	1.00	1.35
Slop sink, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	9.00	11.75
Wash tray, single compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	10.75	13.50
Wash tray, double compartment, with or without back (with iron leg support if without back), with or without apron, including hanger, all sizes	21.50	27.00
Vitreous china plumbing fixtures (less fittings unless specifically stated):		
Water close bowl, all types, all shapes and kinds, including spud	3.75	4.75
Low tank, six or eight gallon capacity, all shapes and kinds, including and complete with fittings and cover, except supply pipe to floor or wall	5.95	7.75
Low tank, six or eight gallon capacity, all shapes and kinds, without fittings, but including cover	3.50	4.50
Cover only for six or eight gallon capacity low tank, all shapes and kinds	1.35	1.75
Porcelain (glazed earthenware) plumbing fixtures (less fittings unless specifically stated):		
Single sink, tray, or washtub, with or without back, all sizes	5.45	6.75
Double sink, tray, or washtub, with or without back, all sizes	10.90	13.50
Plumbing fixture supply fittings (irrespective of finish, material, shape, design, or style), complete with locknuts, coupling nuts, and tailpieces or union connections, unless provided with IPS male or female thread:		
Lavatory faucet, single	.65	.95
Combination lavatory supply fitting	1.60	2.35
Combination lavatory supply fitting with pop-up waste	2.25	3.25
Combination bath faucet, including couplings	1.30	1.95
Combination bath faucet with shower diverter or transfer valve	2.60	3.85
Combination bath faucet with shower diverter or transfer valve, shower riser and shower head, with or without ball joint	3.70	5.45
Combination bath faucet with shower diverter or transfer valve, shower riser, and shower head, with or without ball joint and "D" or "O" type rod for curtain, but not including curtain and pins	4.80	7.05
Exposed two-valve shower fixture only	1.95	2.85
Exposed two-valve shower fixture, including riser and shower head, with or without ball joint	2.50	3.65
Shower attachment (portable) including faucet attacher, hose, riser, riser support, shower head, and "D" or "O" type rod for curtain but not including curtain and pins	2.45	3.60

SCHEDULE 25—Continued

Column I Description of the article	Col. II Ceiling price for sales at wholesale	Col. III Ceiling price for sales at retail
USED PLUMBING EQUIPMENT		
Plumbing fixture supply fittings—Continued.		
Concealed two-valve supply fixture	$1.95	$2.85
Concealed two-valve over-rim tub filler supply fixture, including tub filler	2.50	3.65
Concealed two-valve shower supply fixture, including shower head (with or without ball joint), arm to wall, and escutcheon	2.80	4.05
Concealed three-valve (transfer valve) supply fixture	2.75	4.00
Concealed three-valve (transfer valve) supply fixture, including over-rim tub filler, shower head (with or without ball joint), arm to wall, and escutcheon	3.85	5.60
Concealed four-valve supply fixture	3.10	4.50
Concealed four-valve supply fixture, including over-rim tub filler, shower head (with or without ball joint) arm to wall, and escutcheon	4.25	6.15
Sink faucet, single	.65	.95
Combination sink supply fitting (for installation through deck, sink top, sink back, or to wall), with or without soap dish, with rigid or swing spout, with or without spray	2.20	3.20
Plumbing fixture waste fittings (irrespective of finish, material, shape, design or style), complete with slip nuts and slip nut washers for slip joints:		
P. O. plug for lavatory, including tailpiece 4" or longer	.30	.45
Pop-up or lift waste for lavatory, including tailpiece 2½" or longer	1.30	1.90
Connected waste and overflow for bathtub, concealed or exposed, including chain, chain stay, and tailpiece 1½" or longer, with or without stopper	1.70	2.45
Connected pop-up or lift waste and overflow for bathtub, concealed or exposed, including tail piece 1½" or longer	2.00	2.90
Sink strainer, flat type, including tailpiece	.35	.50
Sink strainer, cup type, including tailpiece	.55	.80
Two-part continuous waste, exclusive of trap	1.30	1.90
Three-part continuous waste, exclusive of trap	2.00	2.90
Trap, all types, except bag trap or anti-syphon trap:		
Size 1¼" outlet	.80	1.20
Size 1½" outlet	.80	1.20
Size 2" outlet	1.00	1.50
Toilet seats, all types with or without cover, painted, varnished, or sheet covered, including nuts and washers	1.00	1.35
Hot water tanks and heaters:		
30-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	3.25	3.75
40-gallon range boiler, all kinds of shapes and styles, irrespective of inside or outside finish	4.00	4.60
Flat top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	4.50	5.25
Dome top heater, up to 40-gallon per hour, 25° F. rise capacity, exclusive of firing tools	6.00	6.75
USED HEATING EQUIPMENT		
Cast iron radiation (ceiling price is per square foot of heating surface for water-tested radiation and includes necessary plugs and bushings):		
All radiation up to 26" high	.27	.30
All radiation 27" and higher	.25	.28

Ceiling prices for items not listed in this schedule must be determined in accordance with the terms of section 7 (for wholesalers) or 8 (for retailers).

This regulation shall become effective the 9th day of August 1944.

NOTE: The reporting requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 14th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-10473; Filed, July 14, 1944; 4:26 p. m.]

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 3,[1] Amdt. 2 to 11th Rev. Zoning Order 1]

SUGAR

The Eleventh Revised Zoning Order No. 1 is amended in the following respects:

1. Section 1407.281 (c) is amended to read as follows:

(c) Sugar may be delivered, shipped or transferred from one zone to any point in any other zone.

2. Sections 1407.281 (d) and (e) are revoked.

This Amendment No. 2 to the Eleventh Revised Zoning Order No. 1 shall become effective July 14, 1944.

(Pub. Law 421, 77th Cong.; Executive Order 9125, 7 F.R. 2719; Executive Order 9280, 7 F.R. 10179; WPB Dir. No. 1 and Supp. Dir. No. 1E, 7 F.R. 562, 2965; War Food Order No. 56, 8 F.R. 2205; War Food Order No. 64, 8 F.R. 7093; Sec. 1407.168 of Revised Ration Order 3)

Issued this 14th day of July 1944.

IVAN BURDICK,
Director,
Food Rationing Division.

[F. R. Doc. 44-10465; Filed, July 14. 1944; 12:01 p. m.]

PART 1305—ADMINISTRATION

[Supp. Order 91, Amdt. 1]

ALIEN PROPERTY CUSTODIAN SALES IN HAWAII

A statement to accompany this amendment has been filed with the Division of the Federal Register.*

Supplementary Order 91 is amended in the following respect:

Paragraph (a) (5) is added to read as follows:

(5) Sales of any commodity by the Office of the Alien Property Custodian, except commodities controlled under Maximum Price Regulation 139—Used Household Mechanical Refrigerators, Maximum Price Regulation 162—Used Typewriters, Maximum Price Regulation 294—Used Vacuum Cleaners, Maximum Price Regulation 372—Used Washing Machines, Maximum Price Regulation 380—Used Bedsprings, section 57 of Maximum Price Regulation 373—Used Passenger Automobiles, and Maximum Price Regulation 341—Used Commercial Vehicles.

*Copies may be obtained from the Office of Price Administration.

This amendment shall become effective as of July 8, 1944.

Issued this 15th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10505; Filed, July 15, 1944; 11:21 a. m.]

PART 1340—FUEL

[MPR 120, Corr. to Amdt. 104]

BITUMINOUS COAL DELIVERED FROM MINE OR PREPARATION PLANT

The section number is corrected from § 1340.215 (b) (1) to read § 1340.219 (b) (1).

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 15th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10507; Filed, July 15, 1944; 11:21 a. m.]

PART 1365—HOUSEHOLD FURNITURE

[MPR 548]

METAL UPHOLSTERY SPRINGS, CONSTRUCTIONS AND ACCESSORIES

In the judgment of the Price Administrator, the maximum prices established by this regulation, are and will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942, as amended, and Executive Order Nos. 9250 and 9328. Insofar as this regulation uses specifications and standards which were not, prior to such use, in general use in the trade or industry affected, or insofar as their use was not lawfully required by another Government agency, the Administrator, has determined with respect to such standardization that no practicable alternative exists for securing effective price control with respect to the commodities subject to this regulation. A statement of the considerations involved in the issuance of this regulation has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

§ 1365.102 *Maximum prices for sales of metal upholstery springs, constructions and accessories.* Under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Order Nos. 9250 and 9328, Maximum Price Regulation No. 548 (Metal Upholstery Springs, Constructions and Accessories) which is annexed hereto and made a part hereof, is hereby issued.

*Copies may be obtained from the Office of Price Administration.

AUTHORITY: Secs. 1 to 21, inclusive, § 1365.102 issued under 56 Stat. 23, 765: Pub Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681.

MAXIMUM PRICE REGULATION NO. 548—METAL UPHOLSTERY SPRINGS, CONSTRUCTIONS AND ACCESSORIES

Sec.

1. Scope of this regulation.
2. Prohibitions.
3. General specifications of those articles for which ceiling prices are established by sections 4, 5 or 6.
4. Dollars and cents ceiling prices for sales by manufacturers or specified items of metal upholstery springs, constructions and accessories.
5. Maximum prices for sales by manufacturers of certain articles which are not specifically priced under section 4, and which were sold or delivered by the manufacturer during March 1942.
6. Maximum prices for sales by manufacturers of articles which cannot be priced pursuant to sections 4 and 5, but which are of the same type as an article produced by the manufacturer for which a ceiling price is established by section 4.
7. Maximum prices for sales of upholstery springs, construction and accessories manufactured from used materials.
8. Maximum prices for sales by manufacturers to automotive and aviation manufacturers of articles made from new and used materials.
9. Maximum prices for sales by manufacturers to jobbers.
10. Maximum prices for sales to the U. S. Government.
11. Maximum prices for sales by manufacturers of metal upholstery springs, constructions and accessories which cannot be priced under any other section of this regulation.
12. Terms of sale and zone differentials.
13. Maximum prices for sales by jobbers to any other person.
14. Invoices and receipts.
15. Records to be kept by jobbers.
16. Relationship between this regulation and other regulations.
17. Licensing.
18. Exports.
19. Petitions for amendment.
20. Enforcement and evasion.
21. Geographical applicability.

SECTION 1. *Scope of this regulation.* This regulation fixes ceiling prices for all sales and deliveries of the upholstery coils, innerspring units and constructions listed in paragraph (a) below by any person in the course of trade or business (except steel manufacturers who make and draw their own wire). It covers all the listed articles whether they are made wholly or in part of any new, reconditioned or used materials. It covers only those articles which are of the type used to form the resilient and shape-maintaining metal framework of all kinds of upholstered furniture, bedding articles and upholstered seat and back cushions which are used for any purpose. It also covers the specific accessory upholstery products listed below. It does not cover those articles listed in paragraph (b) below.

(a) *Articles covered by this regulation.* This regulation establishes ceiling prices for the following articles:

(1) Upholstery spiral coils of all kinds including, but not limited to, true upholstery springs, pillow springs, single cone springs, double cone springs, top extension springs, Marshall type springs, and all other springs of similar construction.

(2) Upholstery bar units wherein two or more upholstery spiral coils are attached to a rigid or flexible steel strip.

(3) Spring constructions made up of assembled or tied open or pocketed upholstery spiral coils or bar units (with or without padding or fabric or sisal covering) of the following types: davenport, chair, sofa, or seat constructions; cushion or back units.

(4) Shurstay bands. When used in this regulation shurstay bands means any flat steel strip varying in length between 16" and 30" and varying in gauge between 14" and 20", which is perforated at regular intervals in order to receive a spiral coil, for ultimate use in upholstered articles.

(5) Upholstery clips. When used in this regulation upholstery clips means any stamped or shaped metal piece of the type designed to hold or attach two or more adjoining wires for ultimate use in upholstered articles.

(6) Extension spring helicals. When used in this regulation an extension spring helical means any helical of 16 gauge or lighter varying in length between 2½" to 5" and of the type used to connect the top turns of adjoining spiral coils in upholstered articles.

(7) Edge wire. When used in this regulation, edge wire means high or low carbon wire of the type used to form a wire border for an assembled innerspring unit or construction for upholstered articles.

(b) *Articles not covered by this regulation.* The following articles are not covered by this regulation:

(1) Boxspring inner construction and mattress inner spring units. (Prices for these items continue under Maximum Price Regulation No. 188 for manufacturers and under the General Maximum Price Regulation for other sellers.)

(2) Inner constructions for dual purpose sleeping equipment. (Prices for these articles are under the jurisdiction of Maximum Price Regulation No. 188.)

(3) "No sag" or "zigger" type wire, together with attachments and accessories which are made exclusively for use with them.

(4) Helicals other than the extension spring helicals.

(5) Wood parts, fabrics and padding unless they are an integral part of the inner construction.

SEC. 2. *Prohibitions.* (a) On and after the effective date of this regulation and regardless of any contract or other obligation, no person is permitted to sell, offer to sell, deliver, or buy or receive any article covered by this regulation in the course of trade or business, at prices higher than the ceiling prices fixed

by this regulation, and no person shall offer, solicit, attempt or agree to do any of the foregoing.

(b) Prices lower than the ceiling prices fixed by this Regulation may be charged, demanded, paid or offered.

SEC. 3. *General specifications of those articles for which ceiling prices are established by sections 4, 5 or 6.* Articles priced under sections 4, 5 or 6 must conform to the following specifications:

(a) All materials must be new. Ceiling prices for articles made wholly or in part from used materials cannot be established pursuant to sections 4, 5 or 6 of this regulation, but must be established pursuant to the applicable section covering articles containing used materials. When used in this regulation used material means any material which has been subjected to any use in an upholstered product.

(b) All coils and helicals shall be high carbon spring wire and must be tempered by proper heat treatment.

(c) All wire connections must be properly secured and reinforced where necessary.

(d) The pig tail helicals which are used in helical-tied constructions and innerspring units shall be attached to vertical springs in such a manner as to prevent shifting under service while maintaining a definite hinge joint.

(e) Cut ends of wire on all constructions and innerspring units shall be turned into such a position as not to interfere with the action of the springs or damage the covering.

SEC. 4. *Dollars and cents ceiling prices for sales by manufacturers of specified items of metal upholstery springs, constructions and accessories.* This section establishes ceiling prices for the specific items of metal upholstery springs, constructions and accessories set forth below. The ceiling prices are for sales and deliveries by manufacturers of articles covered by this regulation to the "furniture trade". Whenever used in this regulation the term "furniture trade" means manufacturers of bedding and furniture, and industrial users other than automotive manufacturers, aviation manufacturers and the United States Government or any agency thereof. The ceiling prices are only for those articles which clearly meet the specifications listed in this section and the general specifications listed in section 3 above. The ceiling prices to classes of purchasers not covered by this section or for any article which varies from the specifications listed below must be established by sections 5 to 11 inclusive, whichever is first applicable.

TYPE I—UPHOLSTERY SPIRAL COILS

Item	Item 1. Upholstery coils (gauges up to 11½)	Item 2. Pillow springs (gauges of 12 or lighter)
Specifications of base models	7 inches or higher. Open ends. 10 gauge or heavier. Japanned and tempered. Quantity of 500 pounds or more of a single size and kind.	6 inches or higher. Open ends. 13 gauge. Japanned and tempered. Quantity of 250 pounds or more of a single size and kind.
Base price per cwt.	$6.75	$8.50
Extras (add or deduct from base price):		
6" high	Add $0.25	
5" high	Add $0.50	Add $0.50.
4" high	Add $1.00	Add $1.00.
2" high	Add $0.50	Add $2.00.
Knot one end	Add $1.50	Add $1.50.
Knot two ends	Add $1.00	Add $1.25.
Dunk, dowell or eye—one end	Add $0.75	Add $2.25.
Extension top and one Knot	Add $1.25	
Notched top	Add $1.00	Add $0.85.
Single cone	Add $0.25	Add $0.50.
Each ½ gauge lighter	Add $0.25	Deduct $0.35.
Each ½ gauge heavier		

(Fractional gauges or heights to be priced same as nearest ½ gauge or listed height)

Quantity differential (to be applied after all other extras are added to or deducted from base price)

(1) 100–499 pounds or more of a single size and kind	Add 5 percent	Add 5 percent.
(2) 100–249 pounds or more of a single size and kind	Add 15 percent	Add 15 percent.
(3) Less than 100 pounds of a single size and kind		

TYPE II—SEAT AND BACK BAR UNITS

Item 3. *Seat bar hard edge*—Base price $8.75 —per 100 pieces in quantities of 500 pieces of a single size and kind.
1⅛" x 19 ga. bar—formed (or other dimensions of same weight).
19" hole to hole.
2½" drop—2 ends.
3 coils—5" high—10½ ga.—6 turns—single cone—knot one end.
Japanned.

Extras (add or deduct from base price):

Bar each 1" additional drop, add	$0.25
Bar each 1" longer, add	.25
Bar each 1" shorter, deduct	.15
For 1½" x 18 ga. bar, add	.50
For 1¾" x 18 ga. bar, add	.60
For each 1" higher all coils, add	.50
For each 1" lower all coils, deduct	.25
Each ½ ga. heavier—all coils, add	.35
Each ½ gauge lighter—all coils, deduct	.25
2 coil bar, deduct	1.00
4 coil bar, add	1.50

(Fractional dimension to be priced same as nearest listed dimension.)

Quantity differential (to be applied after all other extras are added to or deducted from base price):

Percent

For 100–499 pieces of a single size and kind, add 5
For less than 100 pieces of a single size and kind, add 15

Item 4. *Seat bars spring edge*—Base price $11.75 per 100 pieces in quantities of 500 pcs. of a single size and kind.
1¼" x 19 gauge or 2" x 20 gauge bar—formed (or other dimensions of same weight).
25" hole to hole.
2½" drop—2 ends.
2 coils—6" high—9½ gauge—6 turns—single cone—regular top.
1 coil—7" high—9 gauge—7 turns—single cone—regular top.
Lip and hook back.
Japanned.

Extras (add or deduct from base price):

Bar each 1" shorter, deduct	$0.15
Bar each 1" longer, add	.25
Each 1" additional drop, add	.25
For 1½" x 18 gauge bar, add	.50
For 1¾" x 18 gauge bar, add	.60
All coils 1" higher, add	.60
One coil 1" higher, add	.25
Each ½ gauge heavier all coils, add	.40
Each ½ gauge heavier 1 coil, add	.20

Extras—Continued.

Extension top (per coil), add	$0.005
Double cone coils—all coils, add	1.50
2 coil bar, deduct	1.00
4 coil bar, add	1.50

(Fractional dimension to be priced same as nearest listed dimension)

Quantity differential (to be applied after all other extras are added to or deducted from base price)

Percent

For 100–499 pieces of a single size and kind, add 5
For less than 100 pieces of a single size and kind, add 15

Item 5. *Pillow back bars—Flexible bar.*—Base price $5.50 per 100 pieces in quantities of 500 pieces of a single size and kind.
1" x 20 gauge bar (or any other dimensions of same weight.)
24" hole to hole.
3 coils—6" high—13 gauge—6 turns—single cone—knot one end.
No drop.
Japanned.

Extras (add or deduct from base price):

Bar each 1" shorter, deduct	$0.05
Bar each 1" longer, add	.15
Drop, each end, add	.15
1" x 18 gauge bar, add	.40
1" x 19 gauge bar, add	.30
All coils each 1" higher or lower, add or deduct	.40
All coils each ½ gauge heaver or lighter, add or deduct	.30
2 coil bar, deduct	.50
4 coil bar, add	1.00
Double cone coils—all coils, add	.75

(Fractional dimension to be priced same as nearest listed dimension)

Quantity differential (to be applied after all other extras are added to or deducted from base price)

Percent

For 100–499 pieces of a single size and kind, add 5
For less than 100 pieces of a single size and kind, add 15

Item 6. *Rigid bar*—Base price $6.00 per 100 pieces in quantities of 500 pieces of a single size and kind.
1¼" x 19 gauge formed (or any other dimensions of same weight).
24" hole to hole.
3 coils—6" high—13 gauge—6 turns—single cone—knot one end.
No drop.
Japanned.

Extras (add or deduct from base price):

Bar each 1" shorter, add	$0.15
Bar each 1" longer, add	.25
Drop, each end, add	.15
1½ x 18 gauge, add	.20
1¾ x 18 gauge, add	.60
All coils each 1" higher or lower, add or deduct	.40
All coils each ½ gauge heavier or lighter, add or deduct	.30
2 coil bar, deduct	.50
4 coil bar, add	1.00
Double cone coils—all coils, add	.75

(Fractional dimension to be priced same as nearest listed dimension)

Quantity differential (to be applied after all other extras are added to or deducted from base price)

Percent

For 100–499 pieces of a single size and kind, add 5
For less than 100 pieces of a single size and kind, add 15

TYPE III—POCKETED COIL UNITS (MARSHALL TYPE ONLY)

Item 7. Specifications for base models:
Coil—3½" high—4½ turns or more.
Tie—Double-tied.
Fabric—Covers averaging more than 5 square yards per pound.[1]
Quantity—Lots of 50 cushion units or more of a single size and kind.

[Base prices per thousand coils]

Diameter of coils (inches)	Gauge of coils						
	13½	14	14½	15	15½	16	16½
2½					16.00	15.75	15.55
2¾			17.20	16.95	16.70	16.45	
3		18.45	18.10	17.75	17.45	17.15	
3¼		19.40	19.05	18.75	18.45		
3½	20.80	20.40	20.00	19.60			
3¾	21.60	21.10	20.70				

(Fractional O.D.'s and gauges at price of nearest listed O.D. and gauge)

Extras (add or deduct from base price):

	Percent
Coils—each ½" higher (same coil pitch), add	3
Coils—each ½ gauge heavier, add	3
Coils—each ½" lighter, deduct	1½

Extras—Continued.

Border wire—12 gauge or heavier, high carbon wire, for cushion sizes up to 24" x 24":	
Top only, add per cushion	$0.05
Top and bottom, add per cushion	.10
Marshall strip, deduct	2.00
Marshall nested tie, deduct	1.75
Single tie, deduct	1.00

HEAVY FABRIC AND BOOKFOLD SISAL EXTRAS TO BASE PRICES [1]

Diameter (inches)	3 ounces bookfold sisal	Covers averaging 3.01–4.99 square yards per pound	Covers averaging 3 square yards or less per pound
2½	$4.00	$1.65	$3.10
2¾	4.50	1.75	3.50
3	5.00	2.00	4.00
3¼	5.75	2.25	4.50
3½	6.75	2.45	4.90
3¾	7.25	2.65	5.30

Quantity differential (to be applied after all other extras are added or deducted from base price)

For lots of less than 50 cushion units of a single size and kind, add 10 percent.

[1] Average weight of cover to be computed for each shipment.

TYPE IV—WIRE TIED CUSHION UNITS

Item 8. *Bonnel type:*
Coils 4½" high—15 gauge—5 turns or more.
Center helicals—18 gauge or heavier—high carbon wire ½" O.D. or smaller—2 turns per inch or more.
Borders—4 sides—top and bottom 15 gauge helical—¾" diameter—3 turns per inch or more; or 18 gauge helical—½" diameter or less—2 turns per inch or more with #15 gauge high carbon wire inserted border; or 2—18 gauge helicals interwound, ½" diameter—2 turns per inch.
With or without single insulation.
Not japanned.

Item 9. *Crimp or clip tied:*
Coils 4½" high—15½ gauge—5 turns—high carbon wire.
Crimps 16 gauge or heavier—low carbon wire.
Borders—1 piece—formed—top and bottom 15 gauge high carbon wire; or 2 strands—16½ gauge high carbon wire.
With or without single insulation.
Not japanned.

[Schedule of base prices for items 8 and 9]

Size	Coil count by row	Price in cents					
		Uncovered units	Fabric covered			Sisal covered	
			5 square yards per pound or lighter	3.01–4.99 square yards per pound	3 square yards per pound or heavier	Sisal encased 3 ounces	Bookfold extra (add to base price)
15 x 15	4 x 3	$0.246	$0.328	$0.354	$0.378	$0.429	$0.136
15 x 16	4 x 4	.263	.369	.398	.425	.482	.143
15 x 17	4 x 4	.284	.373	.402	.430	.488	.152
15 x 18	4 x 4	.285	.378	.407	.435	.494	.159
15 x 19	4 x 4	.286	.383	.412	.441	.500	.168
15 x 20	4 x 5	.342	.445	.480	.513	.582	.177
15 x 21	4 x 5	.343	.450	.485	.518	.588	.185
16 x 16	4 x 3	.257	.347	.374	.399	.453	.154
16 x 17	4 x 4	.291	.387	.417	.445	.506	.161
16 x 18	4 x 4	.292	.391	.422	.450	.511	.170
16 x 19	4 x 4	.293	.396	.426	.455	.517	.179
16 x 20	4 x 4	.294	.401	.431	.461	.523	.188
16 x 21	4 x 5	.341	.455	.490	.523	.594	.197
16 x 19	5 x 5	.365	.500	.539	.574	.653	.179
16 x 20	5 x 5	.396	.504	.544	.580	.658	.188
16 x 21	5 x 5	.397	.509	.548	.585	.664	.197
17 x 17	5 x 4	.342	.441	.475	.507	.576	.170
17 x 18	5 x 4	.343	.446	.480	.513	.582	.181
17 x 19	5 x 5	.396	.503	.544	.580	.658	.190
17 x 20	5 x 5	.397	.508	.548	.585	.664	.199
17 x 21	5 x 5	.398	.514	.553	.590	.670	.208
18 x 18	5 x 4	.340	.450	.485	.518	.588	.190
18 x 19	5 x 5	.397	.508	.548	.585	.664	.201
18 x 20	5 x 5	.398	.513	.553	.590	.670	.210
18 x 21	5 x 5	.399	.518	.558	.596	.676	.221
18 x 22	5 x 5	.400	.522	.563	.601	.682	.230
19 x 19	5 x 4	.342	.459	.495	.528	.600	.210
19 x 20	5 x 4	.343	.464	.500	.533	.606	.221
19 x 21	5 x 5	.400	.522	.563	.601	.682	.231
19 x 22	5 x 5	.401	.527	.567	.606	.688	.242
19 x 19	6 x 5	.465	.585	.630	.673	.764	.210
19 x 20	6 x 5	.466	.590	.635	.678	.770	.221
19 x 21	6 x 5	.467	.596	.640	.684	.776	.231
19 x 22	6 x 5	.468	.602	.645	.689	.782	.242
20 x 20	6 x 5	.465	.596	.640	.684	.776	.231
20 x 21	6 x 5	.466	.602	.645	.689	.782	.244
20 x 22	6 x 5	.467	.608	.650	.694	.788	.255
20 x 23	6 x 6	.528	.675	.733	.777	.882	.266
21 x 21	6 x 5	.467	.608	.655	.699	.794	.255
21 x 22	6 x 5	.468	.616	.665	.709	.805	.267
21 x 23	6 x 6	.535	.689	.742	.792	.960	.280
21 x 24	6 x 6	.538	.698	.751	.801	.909	.289

Extras and deductions (add or deduct from base price)
Coils—for each ½ gauge heavier or lighter, add or deduct 3 percent of price of uncovered unit.
Coils—for each ½ inch higher, add 2 percent.

Serpentine or shaped fronts:

4 coil width, add	$0.02
5 coil width, add	.025
6 coil width, add	.03
7 coil width, add	.035
Taper units, add	.05
Each full gauge heavier border wire for top and bottom, add	.01
Japanned unit, add	.02
4 Piece border top and bottom in place of continuous formed border, deduct	.01
Each continuous formed border omitted, deduct	.03
Offset coil units (coils flattened where joined by helicals), add (per coil)	.002

The maximum price of an intermediate size of a listed row count is the price of a cushion unit with the same row count and the nearest surface area.
The maximum prices of all other sizes must be determined under sections 5, 6, or 11 of this regulation.

Quantity differentials (to be applied after all other extras are added or deducted from base price)

For lots of less than 50 cushion units of a single size or kind, add 10%.

TYPE V—DAVENPORT AND CHAIR CONSTRUCTIONS

Item 10. *Bar base—Wire top:*
Coils—average 7" high—9½ gauge—6 turns or more—single cone—knot 1 end.
Rigid bar—1½" x 19 gauge—24" hole to hole—end holes punched; or—
Flexible bar—1½ x 19 gauge—24" hole to hole—end holes punched.
Bar drop—2½".
Top ties—15 gauge or heavier, low carbon wire.
Border wire—9½ gauge or heavier, high carbon wire; or 8 gauge or heavier, low carbon wire.
Japanned.

Item 11. *Bar base—Helical top—*
Coils—average 7" high—9½ gauge—6 turns or more—single cone—knot one end.
Rigid bar—1½" x 19 gauge—24" hole to hole—end holes punched; or—
Flexible bar—1¼" x 19 gauge—24" hole to hole—end holes punched.
Bar drop—2½".
Cross helicals—17 gauge or heavier.
Border wire—9 gauge or heavier, high carbon wire; or 7 gauge or heavier, low carbon wire.
Japanned.

Item 12. *Wire base—Wire top:*
Coils—average 7" high—9½ gauge—6 turns or more—single cone—knot one end.
Base wire—10 gauge or heavier, high carbon wire, eyed or pointed ends 1 way; or 9 gauge or heavier, low carbon wire, eyed or pointed ends 1 way.
Drop—2½".
Top ties—15 gauge low carbon wire.
Links—15 gauge low carbon wire or heavier.
Border wire—9½ gauge or heavier, high carbon wire; or 8 gauge or heavier, low carbon wire.
Japanned.

Item 13. *Wire base—Helical top:*
Coils—average 7" high—9½ gauge—6 turns or more—single cone—knot one end.
Base wires—10 gauge or heavier, high carbon wire, eyed or pointed ends one way; or 9 gauge or heavier, low carbon wire, eyed or pointed ends one way.
Drop—2½".
Cross helical—17 gauge or heavier.
Border wire—9 gauge high carbon wire or heavier; or 7 gauge low carbon wire or heavier.
Japanned.

BASE PRICES PER UNIT IN QUANTITIES OF 50 DAVENPORT OR 100 CHAIR UNITS OF A SINGLE SIZE AND KIND

[11-14 davenport and chair construction base prices]

	Bar base		Wire base	
	Item 10 wire top	Item 11 helical top	Item 12 wire top	Item 13 helical top
3 x 2 chair	$0.60	$0.63	$0.56	$0.59
3 x 3 chair	.69	.75	.63	.69
3 x 4 chair	.86	.95	.78	.87
4 x 4 chair	1.00	1.13	.89	1.01
3 x 6 sofa	1.30	1.45	1.19	1.33
3 x 7 sofa	1.52	1.69	1.39	1.56
3 x 8 sofa	1.71	1.91	1.56	1.76
3 x 9 sofa	1.84	2.06	1.67	1.90
4 x 7 sofa	1.85	2.13	1.69	1.94
4 x 8 sofa	2.07	2.36	1.87	2.15

Extras (add or deduct from base price).

	Chair	*Sofa*
"T" frame and two coils, notched or eccentric frame (per unit)	$0.10	$0.15
Each 1" longer, bar base (per bar)	.0025	.0025
Each 1" shorter bar (per bar)	.0015	.0015
Each 1" shorter, wire base (per row) deduct	.001	.001
Each 1" longer, wire base (per row)	.0015	.0015
For 1½" x 18 ga. rigid bar (per bar)	.005	.005
For 1¾" x 18 ga. rigid bar (per bar)	.006	.006
Each 1" additional drop (per bar)	.0025	.0025
Each 1" variation in coil height (average all coils) add or deduct (per bar or row)	.005	.005
Coils each ½ ga. heavier (add per bar or row)	.005	.005
Coils each ½ ga. lighter (deduct per bar or row)	.003	.003
Bottom border 10½ ga. high carbon wire or 9 ga. low carbon wire (bar base unit per unit)	.15	.20
(wire base unit per unit)	.10	.15

Quantity differentials (to be applied after all other extras are added or deducted from base price)

Percent

For 50–99 chairs or 25–49 davenports of a single size and kind, add 5
For less than 50 chairs or 25 davenports of a single size and kind, add 15

TYPE VI.—SAG SEAT AND SPECIAL CONSTRUCTIONS

Item 14. *Rigid bar type:*
Coils—3" high—10½ gauge—single cone—knot one end.
Bar 1" x 18 gauge—formed (or other dimensions of same weight, 2½" drop.

Item 14. *Right bar type*—Continued.
Top crimps 15 gauge low carbon wire or heavier.
Links 13½ gauge low carbon wire or heavier.
Border wire 10½ gauge high carbon wire or heavier.
Japanned.

Item 15. *Wire base type:*
Coils—3" high—10½ gauge—single cone—knot 1 end.
Base wire 10½ gauge or heavier, eyed or pointed, low carbon wire.
Top crimps 15 gauge low carbon wire or heavier.
Links 13½ gauge low carbon wire or heavier.
Border wire 10½ gauge high carbon wire, or heavier.
Japanned.

BASE PRICES—PER UNIT IN QUANTITIES OF 100 OR MORE OF ONE SIZE AND KIND

Size (inches)		Number bars	Length of bars (inches)	Number springs	Height (inches)	Gauge coils	Price	
Length	Depth						Wire base	Bar base
14	14	2	18	2	3	10½	$0.28	$0.31
16	18	2	20	3	3	10½	.33	.36
18	15	3	20	2	3	10½	.38	.43
18	18	3	22	3	3	10½	.46	.51

Extras (add or deduct from base price):

For 1½" x 19 gauge bar, per bar	$0.003
Each ½ gauge heavier or lighter all coils add or deduct, per bar or row	.003
Each 1" higher, all coils, per bar or row	.005
Bottom border #3 gauge low carbon wire, per unit	.05

Other sizes priced similar to item above with nearest surface area.

Quantity differentials (to be applied after all other extras are added or deducted from base price)

	Percent
For 50–99 one size and kind, add	5
For less than 50 one size and kind, add	15

Item 16. *Seat construction for maple and sun room furniture:*
Self Supporting type—Non reversible base price $0.53 per unit in quantities of 100 or more of a single size and kind.
Size—20" x 21", 1" tolerance each way.
9 coils, 5½" high, 10½ gauge or heavier, 6 turns, single cone.
Top ties—15 gauge or heavier low carbon wire.
Links—13½ gage or heavier low carbon wire.
Top Border—10½ gauge or heavier high carbon wire.
Bottom Border 6 gauge or heavier high carbon wire.
Bottom ties—9 gauge or heavier high carbon wire.
Japanned.

Item 17. *Non-self-supporting style—Non-reversible* base price, $0.45 per unit in quantities of 100 or more of a single size and kind.
Size—21" x 23", 1" tolerance each way.
9 coils, 5½" high, 10 gauge or heavier—6 turns—single cone.
Top ties—15 gauge or heavier, low carbon wire
Links—13½ gauge.
Top Border—10½ gauge or heavier high carbon wire.
Bottom Border—10 gauge or heavier low carbon wire.
Bottom ties—11 gauge or heavier low carbon wire.
Japanned.

Extras, Items 16 and 17 (add or deduct from base price)

Each ½ gauge heavier or lighter, all coils, add or deduct per bar	$0.01
Each 1" higher or lower, all coils, add or deduct per bar	.015

Quantity differentials (to be applied after all other extras are added or deducted from base price)

	Percent
For 50 to 99 same size and kind	5
For less than 50 same size and kind	15

TYPE VII—ACCESSORIES

Item 18. *Edge wire:*

Kind of wire	Base prices per cwt.	
	Coils	Cut and straightened
9 gauge or heavier basic wire	$4.55	$5.40
9 gauge or heavier spring wire	5.15	6.00

Extras (add or deduct from base price):

Each gauge lighter	$0.10
Less than 100 pounds	.50

Item 19. *Shurstay bands:*
Hot rolled or equalled-punched.
1" x 20 gauge.
Base price per cwt. of 500 pounds or more of a single size and kind:

Coils	$6.50
Cut to length—packed	7.00

Extras (add or deduct from base price):

Less than 500 pounds	$0.60
Each gauge heavier	.10
Each ¼" wider, deduct	.05

Item 20. *Extension springs:*
16 gauge 6 turns per inch ½" OD, 4" long.
Single extension springs, $11.75 per cwt.
Cross extension springs 4" long, $13.25 per cwt.

Extras (add or deduct from base price): Each ½" shorter, $0.50.

Item 21. *Spring clips:*

	Barrel lots (350 pounds)	Less than barrel lots
	Per cwt.	*Per cwt.*
1¼" 3 prong or even edge	$10.50	$12.00

SEC. 5. *Maximum prices for sales by manufacturers of certain articles which are not specifically priced under Section 4 and which were sold or delivered by the manufacturer during March 1942.* (a) This section establishes ceiling prices for sales by manufacturers to the furniture trade of an article covered by this regulation, but which is not specifically priced under section 4. This section may only be used if the manufacturer:

(1) Sold, offered for sale or delivered the article to be priced during March 1942 to the furniture trade; and

(2) Sold, offered for sale or delivered during March 1942 to the furniture trade an article of the same general type which is specifically priced under section 4.

(b) You determine your ceiling price under this section as follows:

(1) Select from the articles listed in section 4 of this regulation an article of the same general type which you sold, offered for sale or delivered to the furniture trade during March 1942 and which is nearest in size and construction to the article being priced.

(2) Ascertain for that article both (i) the maximum price fixed in section 4 for sales in the base model quantities, and (ii) your "highest price" during March 1942 to the furniture trade for sales in the same quantities. The term "highest price" when used in this regulation, means the highest net f. o. b. factory price after application of all discounts and rebates, except discounts for cash payment.

(3) Divide the price ascertained under (2) (i) above by the March 1942 price ascertained in (2) (ii) above. The resulting figure is the percentage factor.

(4) Ascertain your highest March 1942 price of the article being priced for sales to the furniture trade in the quantities specified in (b) (2) above.

(5) Multiply the price in (b) (4) above by the percentage factor in (b) (3) above. The resulting figure is your base ceiling price for the article being priced for sales to the furniture trade in the quantities specified in (b) (2) above. That price is subject to all applicable extras and allowances set forth in section 4 for that type of article.

(c) *Reports to be filed.* You may not sell, offer to sell, or deliver any article for which a ceiling price is fixed by this section until you have complied with the reporting and waiting provision required below. You must file with the Consumer Durable Goods Price Branch of the Office of Price Administration, Washington, D. C., a report setting forth the following information:

(1) The principal specifications of the article selected under (b) (1) above.

(2) Your highest March 1942 price for sales of that article as ascertained in (b) (2) (ii) above.

(3) The ceiling price listed under section 4 for the article selected in (b) (1) above.

(4) The principal specifications of the article to be priced and your highest March 1942 price of that article in the base quantities.

(5) Your ceiling price for the article to be priced as determining by this section.

Fifteen days after mailing of the report, in the absence of a contrary direction from the Office of Price Administration, the manufacturer may offer for sale the article at the price reported. If the report, as filed, is correct, the price shall be subject to adjustment (not to apply retroactively) at any time by order of the Office of Price Administration, where it appears that the price so established is out of line with the general level of prices established by this regulation. If the report as filed, is incorrect, the ceiling price for a sale, offer to sell or delivery of an article made pursuant to the incorrect report shall be the ceiling price which is properly computed under the formula contained in this section.

SEC. 6. *Maximum prices for sales by manufacturers of articles which cannot be priced pursuant to sections 4 and 5 but which are of the same type as an article currently manufactured for which a ceiling price is established by section 4.* The ceiling price for sales by a manufacturer to the furniture trade of any article which cannot be priced pursuant to sections 4 and 5 and which is of the same general type as an article currently manufactured and for which a ceiling price is established by section 4 shall be determined by the pricing formula set forth in this section.

NOTE: The meaning of certain terms used in this section is further explained in subsequent provisions of this section. The terms so explained are in quotation marks the first time they appear in the text.

(a) *Pricing formula.* To establish a ceiling price under this section, the manufacturer shall:

(1) Determine the "unit direct cost" for the article being priced.

(2) Select an article of the same general type currently manufactured by him for which a ceiling price is established under section 4 of this regulation and which has a unit direct cost closest to the unit direct cost of the article being priced.

(3) For the article selected in (2) above, determine (i) the unit direct cost and (ii) ascertain the base ceiling price established by section 4.

(4) Divide the base ceiling price in (3) (ii) above by the unit direct cost in (3) (i) above. The resulting figure is the percentage factor.

(5) Multiply the unit direct cost of the article being priced by the percentage factor ascertained in (4) above. The resulting figure is your base ceiling price for sales of the article being priced to the furniture trade. That price is subject to all applicable extras and allowances set forth in section 4 for sales of the comparable article.

(b) *Computation of unit direct cost.* For the purpose of this regulation, unit direct cost includes direct labor and direct material costs, but does not include factory burden (sometimes called factory overhead, or indirect factory expense), packaging and crating costs, royalties and patterns, tool and die, and items of administrative, selling and general expenses. Manufacturers shall compute the cost per unit of direct labor and material for both the comparable article and the article to be priced on the basis of the following: "wage rates", "material prices", and "operating conditions".

(1) *Wage rates.* The wage rates applicable to any article shall be the highest wage rates in effect in the manufacturer's plant at the time he manufactures the article for each class of labor involved in the production of the article. However, wage rates may not be higher than those in effect in the manufacturer's plant on October 3, 1942, unless approved by the War Labor Board. If an officer or owner performs any direct labor in the manufacture of the article, the wage rate applicable for his services may not exceed the wage rate paid to an employee performing the same type of labor.

(2) *Material prices.* Material prices for both the article being priced and the comparable article shall be the manufacturer's "customary supplier's" ceiling price to his class of purchaser or the actual cost of such material, whichever is lower.

(3) *Customary supplier.* The term customary supplier means the person from whom the manufacturer purchased the majority of his materials during March 1942 or lacking a March 1942 supplier of the material, his most recent supplier of the material.

(4) *Operating conditions.* Using the wage rates and material prices determined under (b) (1) and (b) (2) above, the manufacturer shall compute his cost per unit of direct labor and material by the accounting methods customarily employed by him in computing his costs. He shall compute the cost on the basis of production techniques employed in his plant and his actual volume of production, or the volume of production he reasonably expects for the article for which a ceiling price must be established by this section. Such expenses as breaking in, training, starting, set up charges and other non-recurring expenses may not be included in determining unit direct costs.

(c) *Reports to be filed.* You may not sell, offer for sale or deliver any article for which a ceiling price is fixed by this section until you have complied with the reporting and waiting provisions required below. You must file with the Consumer Durable Goods Price Branch of the Office of Price Administration, Washington, D. C., a report setting forth the following information prior to first offering the articles for sale.

(1) Principal specifications of the article being priced.

(2) Principal specifications of the comparable article listed in section 4.

(3) An itemized breakdown of the manufacturer's unit direct cost of the article to be priced, showing separately according to his own system of accounts or regularly prepared operating statements all major component unit direct cost factors. Also, the number of units of production upon which the unit direct costs were based.

(4) An itemized breakdown of the manufacturer's unit direct cost of the comparable article listed in section 4, showing separately according to his own system of accounts or regularly prepared operating statements all major component unit direct cost factors. Also, the number of units of production upon which the unit direct costs were based.

(5) The ceiling price for the article being priced as determined by the application of the pricing formula.

(6) Specify as to each item of material and labor reported in (3) and (4) whether costs are computed from available written records or from estimates.

Fifteen days after mailing of the report, in the absence of a contrary direction from the Office of Price Administration, the manufacturer may offer for sale the article at the price reported. If the report, as filed, is correct, the price shall be subject to adjustment (not to apply retroactively) at any time by order of the Office of Price Administration, where it appears that the price so established is out of line with the general level of prices established by this regulation. If the report as filed, is incorrect, the ceiling price for a sale, offer to sell or delivery of an article made pursuant to the incorrect report shall be the ceiling price which is properly computed under the formula contained in this section.

SEC. 7. *Maximum prices for sales of upholstery springs, constructions and accessories manufactured from used materials.* If you manufacture and sell any article listed in section 4 of this regulation, which contains used materials, your ceiling price for that article to the furniture trade shall be 75% of the ceiling price for that article listed in section 4. If the article containing used materials is not the same as an article for which a ceiling price is established by section 4, the manufacturer must make an application pursuant to section 11 for specific approval of a maximum price.

SEC. 8. *Maximum prices for sales by manufacturers to automotive and aviation manufacturers of articles made from new or used materials.* If you are a manufacturer of the articles covered by this regulation you establish your ceiling prices for sales to automotive or aviation manufacturers as follows:

(a) *Manufacturers who sold both bedding or furniture manufacturers and automotive and aviation manufacturers during the period October 1, 1941 to March 31, 1942.* If you regularly sold articles covered by this regulation to both the furniture trade and automotive or aviation manufacurers during the period October 1, 1941 to March 31, 1942, you establish your ceiling prices to automotive and aviation manufacturers by the formula set forth below:

(1) Select from the articles listed in section 4 of this regulation an article of the same general type which you sold, offered for sale, or delivered to the furniture trade during March 1942.

(2) Ascertain for that article both (i) the maximum price fixed in section 4 for sales in the base model quantities and (ii) your highest March 1942 price to the furniture trade for sales in the same quantities.

(3) Divide the price ascertained in (2) (i) above by the March 1942 price ascertained in (2) (ii) above. The resulting figure is the percentage factor.

(4) Ascertain the highest price charged by you to automotive or aviation manufacturers during the period October 1, 1941 to March 31, 1942 for the article being priced.

(5) Multiply the price in (4) above by the percentage factor in (3) above. The resulting figure is your f. o. b. factory ceiling price under this regulation for sales of the article to automotive and aviation manufacturers. This price is subject to all quantity discounts and dollar differentials customarily allowed to these classes of purchasers.

(b) *Reports to be filed.* You may not sell, offer to sell, or deliver any articles for which a ceiling price is fixed by this section until you have complied with the reporting provisions below. You must file with the Consumer Durable Goods Price Branch of the Office of Price Administration, Washington, D. C., a report setting forth the following information prior to first offering the article for sale:

(1) The principal specifications of the article selected under (a) (1) above.

(2) Your highest March 1942 price for sales of that article as ascertained in (a) (2) (ii) above.

(3) The ceiling price listed under section 4 for the article selected in (a) (1) above.

(4) The principal specifications of the article to be priced and the highest price charged by you for that article during the period October 1, 1941 to March 31, 1942 for sales to automotive or aviation manufacturers.

(5) Your ceiling price for the article to be priced as determined by this section.

(c) *Manufacturers who did not regularly sell the articles covered by this regulation to both automotive and aviation manufacturers and the furniture trade during the period October 1, 1941 to March 31, 1942.* If you are a manufacturer and did not sell the articles covered by this regulation to both the automotive and aviation manufacturers and the furniture trade during the period October 1, 1941 to March 31, 1942, you must make an application for specific approval of ceiling prices for sales to automotive and aviation manufacturers pursuant to section 11 of this regulation.

SEC. 9. *Maximum prices for sales by manufacturers to jobbers.* When used in this regulation the term jobber means any person who purchases any article covered by this regulation and resells that article without substantially changing its form.

(a) On sales to jobbers of the articles covered by this regulation, each manufacturer shall allow a discount of not less than 3% off the ceiling prices established by sections 4, 5, 6, 7 and 8 of this regulation. You are required to notify each jobber of your base ceiling price for sales to the furniture trade as required by paragraph (b) below.

(b) *Notification.* On and after the effective date of this regulation, at the time the manufacturer sends his first invoice to each jobber, he must notify the jobber of the base ceiling price for sales to the furniture trade of each article covered by this regulation which is listed on the invoice. For the purpose of this regulation, the "base ceiling price" is the price determined under sections 4, 5, 6, 7 or 11 for the quantities applicable to the base model specified in section 4.

SEC. 10. *Maximum prices for sales to the United States Government.* On sales to the United States Government or any agency thereof, or any contractor therewith for use in fulfillment of the contract, of an article for which a ceiling price is established by this regulation, the ceiling price shall be the lowest price established by this regulation for sales of the article to any class of purchaser in the largest quantities.

SEC. 11. *Maximum prices for sales by manufacturers of metal upholstery springs, constructions and accessories which cannot be priced under any other section of this regulation.* The maximum price for sales by manufacturers of any article which cannot be priced under any other section of this regulation, shall be a price set by order of the Price Administrator in line with the level of maximum prices established by this regulation. No person may sell, offer to sell or deliver an article for which a ceiling price must be established under this section until the price has been specifically authorized by order of the Office of Price Administration. If in violation of this provision, a sale, offer to sell or delivery of an article is made before the issuance of an order by the Price Administrator specifically authorizing a ceiling price for the article, the ceiling price applicable to the sale, offer to sell or delivery shall be such a ceiling price as the Price Administrator may establish for the article by subsequent order. Applications for a ceiling price under this section shall be made to the Office of Price Administration, Washington, D. C., and shall contain the following information:

(1) Identifying number or trade name of article to be priced.

(2) The reasons why the article to be priced cannot be priced under any other section of this regulation.

(3) Detailed specifications of the article to be priced.

(4) An itemized breakdown of the manufacturer's current unit direct cost of the article to be priced, showing separately according to his own system of accounts or regularly prepared operating statements all major component unit direct cost factors. Also, the number of units of production upon which the unit direct costs were based.

(5) An itemized breakdown of the manufacturer's current unit direct cost (as described in (4) above) of the basic model, specifically priced in this regulation, which is the most nearly comparable to the article being priced if the article is currently being produced. If the article is not currently being produced, an estimate of the costs.

(6) Price lists in effect during March 1942 showing the article most nearly comparable to the article being priced, with illustrations; the article most nearly comparable to the basic model mentioned in (4), with illustrations; all price differentials covering variations in these constructions.

If the manufacturer was not making and selling metal upholstery springs, constructions and accessories in March 1942, send the first price list which was in effect after March 1942, together with illustrations.

(7) A statement of the manufacturer's customary discounts, allowances and other price differentials to different classes of purchasers in effect for sales of metal upholstery springs, constructions and accessories during March 1942, or if the manufacturer was not making and selling metal upholstery springs, constructions and accessories during March 1942, the same information for the first period after March 1942 during which the manufacturer was engaged in this business.

(8) Requested maximum price of the article to be priced to each class of purchaser you intend to sell.

SEC. 12. *Terms of sale and zone differentials*—(a) *Packing charges.* The ceiling prices established by sections 4 to 11 of this regulation include customary packing (whether in the form of crates, cartons or wire tied bundles) for freight shipment or local delivery whichever is applicable. No charge for special packing may be made in addition to the ceiling prices established by this regulation.

(b) *Freight allowances.* The ceiling prices established by sections 4 to 11 of this regulation are f. o. b. the manufacturer's point of shipment except that manufacturers who made deliveries within their local metropolitan area, not to exceed a radius of 30 miles from their plant, may not add a delivery charge. If, however, the manufacurer delivers outside his local metropolitan area, in his own conveyance, he may make in addition to the ceiling prices specified in this regulation, a delivery charge not to exceed the rates charged by the least expensive available method of transportation by a common carrier. No delivery charge may be made unless a separate statement of the delivery charge appears on all invoices, sales slips or other evidences of sale.

(c) *Discounts.* The prices established by sections 4 to 11 of this regulation are subject to a 2% discount for payment within ten days net thirty days. On purchases for single shipment of a carload or more of the products covered by this regulation (except purchases by automotive or aviation users) the manufacturer must allow a discount of 3% off the prices established in this regulation in addition to all other discounts, extras and allowances provided in this regulation.

(d) *Zone differentials.* The ceiling prices established by this regulation are for sales by manufacturers and jobbers whose point of shipment is in the Eastern Zone. On sales of the articles covered by this regulation by manufacturers and jobbers whose point of shipment is in the Western Zone, the seller may add ½¢ per lb. gross shipping weight to the ceiling prices established by this regulation. For the purposes of this regulation the Western Zone includes the states of California, Oregon, Washington, Nevada, Idaho, Utah, Arizona, Wyoming, Montana, Colorado, New Mexico, and the following counties in Texas: El Paso, Hudspeth, Culberson, Jeff Davis, Presidio, Brewster, Terrell, Pecos, Harris, and Reeves. The rest of the country is in the Eastern Zone. No zone differential charge may be made unless a separate statement of that charge appears on all invoices, sales slips or other evidence of sale.

SEC. 13. *Maximum prices for sales by jobbers to any person.* Ceiling prices for sales by any person of any articles covered by this regulation which are purchased for resale and not for fabrication shall be determined by this section. Paragraph (a) establishes ceiling prices for sales by persons who purchased the articles directly from the manufacturers and who were engaged in the business of buying and selling the articles covered by this regulation during March 1942. Paragraph (e) establishes ceiling prices for sales by all other persons.

(a) *Ceiling prices for sales by persons who purchased the articles covered by this regulation directly from the manufacturer and who were engaged in the business of buying and selling the articles covered by this regulation during March 1942.* If you were a jobber of the articles covered by this regulation during March 1942 and if you purchased the articles covered by this regulation directly from the manufacturer for the purpose of resale, you establish your ceiling prices for sales to any person as follows:

(1) The manufacturer is required to notify you of the base ceiling price established by this regulation for sales to the furniture trade. You ascertain his base ceiling price from that notice.

(2) You add to the base ceiling price ascertained in (1) above an allowance for incoming freight from your current leading supplier of the item. The resulting figure is your average delivered cost.

(3) You multiply the average delivered cost by 135%. The resulting figure is your maximum price for sales of the article to any person in the smallest quantities sold by you during March 1942. To that price you must apply all the differentials, discounts, trade allowances and terms and conditions of sale allowed by you during March 1942 on sales of the same types of articles.

(b) *Reports to be filed.* If you are a person establishing your ceiling prices pursuant to paragraph (a) of this section, before you sell, offer to sell or deliver any article covered by this regulation, you must file with the Office of Price Administration, Washington, D. C., a report containing the following information:

(1) Your name and address of your place of business.

(2) The name of the leading suppliers from whom you purchased and a brief description of the class of trade to whom you sold the articles covered by this regulation during March 1942.

(3) A schedule of your discounts, differentials and terms of sale granted by you during March 1942.

(4) A copy of your price list covering articles priced under this section.

In the absence of a contrary direction from the Office of Price Administration, within 15 days after filing his report, the jobber may offer for sale at the price reported. If the report, as filed is correct, the price shall be subject to adjustment (not to apply retroactively) at any time by order of the Office of Price Administration where it appears that the price so established is out of line with the general level of prices established by this regulation.

(c) *Maximum prices for sales by jobbers who cannot establish ceiling prices pursuant to paragraph (a).* The ceiling prices for sales or deliveries by a jobber of any article covered by this regulation which cannot be determined under paragraph (a) above shall be a price fixed by order of the Price Administrator in line with the level of prices established by this regulation. No person may sell, offer to sell or deliver an article for which a price must be established under this paragraph, until a price has been specifically authorized by order of the Office of Price Administration. If in violation of this provision a sale, offer to sell or delivery of an article is made before the issuance of an order by the Price Administrator specifically authorizing a maximum price for the article, the maximum price applicable to the sale, offer to sell or delivery, shall be such ceiling price as the Price Administrator establishes for the article by subsequent order. An application for a ceiling price under this paragraph shall be made to the Office of Price Administration, Washington, D. C., and contain the following information:

(1) Reasons why the article cannot be priced under paragraph (a) above.

(2) Identification of the article.

(3) Your manufacturer's name and address and his f. o. b. ceiling price as established by this regulation.

(4) A brief description of the general business in which the applicant is engaged; the class of trade to whom articles priced in this regulation will be sold; and the terms and conditions of sale.

(5) Name of nearest competitive jobber or sales agent who operates a similar line of business selling to the same class of customer.

(6) Proposed ceiling prices.

SEC. 14. *Invoices and receipts.* After the effective date of this regulation every seller of any article covered by this regulation must furnish the purchaser with an invoice or other similar written evidence of purchase showing the:

(a) Date of sale
(b) The name and address of the buyer
(c) Terms of sale
(d) Quantities of each item
(e) The identification (including weight class of fabric) of each item
(f) The price for each item
(g) Designation "used" for any item containing used materials
(h) Separate statement of any additional charges for freight and zone differentials.

A copy of such invoice shall be kept by every seller for inspection by the Office of Price Administration and the original shall be retained by the purchaser.

SEC. 15. *Records to be kept by jobbers.* Each jobber selling any article covered by this regulation shall keep records showing all computations which he used to establish his ceiling prices pursuant to section 13 of this regulation as well as those records on the basis of which he made his computations. These records must be kept available for inspection by the Office of Price Administration.

SEC. 16. *Relationship between this regulation and other regulations.* The provisions of this regulation supersede the provisions of the General Maximum Price Regulation and Maximum Price Regulation No. 188 with respect to sales and deliveries for which ceiling prices are established by this regulation except that the record keeping provisions §§ 1499.11 and 1499.12 of the General Maximum Price Regulation are incorporated herein by reference.

SEC. 17. *Licensing.* The provisions of Licensing Order No. 1, licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation or schedule. A seller's license may be suspended for violations of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

SEC. 18. *Exports.* The ceiling prices at which a person may export any article covered by this regulation shall be determined in accordance with the provisions of the Second Revised Maximum Export Price Regulation.

SEC. 19. *Petitions for amendment.* Any person seeking a modification of any provision of this regulation may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1 issued by the Office of Price Administration.

SEC. 20. *Enforcement and evasion*—(a) *Enforcement.* Persons violating any provisions of this regulation are subject to the criminal penalties, civil enforcement actions, license suspension proceedings and suits for treble damages provided for by the Emergency Price Control Act of 1942.

(b) *Evasion.* You must not evade any of the provisions of this regulation by any scheme or device, or by any practice which has the effect of charging a higher-than-ceiling price.

SEC. 21. *Geographical applicability.* The provisions of this regulation shall be applicable to the forty-eight states and the District of Columbia.

NOTE: The record-keeping and reporting provisions of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

This regulation shall become effective on the 20th day of July 1944.

Issued this 15th day of July 1944.

JAMES G. ROGERS, JR.,
Acting Administrator.

[F. R. Doc. 44-10497; Filed, July 15, 1944; 11:23 a. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Housing, Miami,[1] Amdt. 7]

MIAMI AREA

Rent Regulation for Housing in the Miami Defense-Rental Area is amended in the following respects:

1. The second unnumbered paragraph of section 5 is amended to read as follows:

In cases under paragraphs (a) (2), (a) (4), (a) (5), (a) (7), (a) (8), (a) (9), (a) (11), (c) (1), (c) (3), and (c) (5), the adjustment of the maximum rent shall be on the basis of the maximum rent which the Administrator finds is generally prevailing in the defense-rental area for comparable housing accommodations.

2. Section 5 (a) (11) is added to read as follows:

(11) *Peculiar circumstances.* The rent during some portion of the year ending on August 31, 1943, or on the date subsequent thereto determining the maximum rent, was materially affected by peculiar circumstances and as a result the maximum rent for the housing accommodations is substantially lower than the maximum rent generally prevailing in the defense-rental area for comparable housing accommodations.

3. Section 5 (c) (5) is amended to read as follows:

(5) *Special relationship between landlord and tenant or peculiar circumstances.* The rent during some portion of the year ending on August 31, 1943, or on the date subsequent thereto determining the maximum rent, was materially affected by the blood, personal, or

[1] 8 F.R. 13118, 14047, 16033; 9 F.R. 3423, 4028, 6360.

other special relationship between the landlord and the tenant, or by peculiar circumstances, and as a result the maximum rent for the housing accommodations is substantially higher than the maximum rent generally prevailing in the defense-rental area for comparable housing accommodations.

This amendment shall become effective July 17, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 15th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10498; Filed, July 15, 1944; 11:18 a. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Housing,[1] Amdt. 29]

PECULIAR CIRCUMSTANCES

Rent Regulation for Housing is amended in the following respects:

1. Section 5 (a) (11) is added to read as follows:

(11) *Peculiar circumstances.* The rent on the date determining the maximum rent was materially affected by peculiar circumstances and as a result was substantially lower than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

2. Section 5 (c) (4) is amended to read as follows:

(4) *Special relationship between landlord and tenant or peculiar circumstances.* The rent on the date determining the maximum rent was materially affected by the blood, personal, or other special relationship between the landlord and the tenant, or by peculiar circumstances, and as a result was substantially higher than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

This amendment shall become effective July 17, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 15th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10499; Filed, July 15, 1944; 11:18 a. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Hotels and Rooming Houses,[2] Amdt. 25]

PECULIAR CIRCUMSTANCES

Section 5 (a) (8) is added to the Rent Regulation for Hotels and Rooming Houses to read as follows:

(8) *Peculiar circumstances.* The rent during the thirty-day period determining the maximum rent was materially affected by peculiar circumstances and as a result was substantially lower than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

This amendment shall become effective July 17, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 15th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10500; Filed, July 15, 1944; 11:18 a. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Hotels and Rooming Houses, Miami,[1] Amdt. 4]

MIAMI AREA

Section 5 (a) (8) is added to the Rent Regulation for Hotels and Rooming Houses in the Miami Defense-Rental Area to read as follows:

(8) *Peculiar circumstances.* The rent during the thirty-day period determining the maximum rent was materially affected by peculiar circumstances and as a result was substantially lower than the rent generally prevailing in the defense-rental area for comparable housing accommodations on September 1, 1943.

This amendment shall become effective July 17, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 15th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10501; Filed, July 15, 1944; 11:18 a. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Housing, Atlantic County,[2] Amdt. 1]

ATLANTIC COUNTY, N. J., AREA

Rent Regulation for Housing in the Atlantic County Defense-Rental Area is amended in the following respects:

1. Section 5 (a) (11) is added to read as follows:

(11) *Peculiar circumstances.* The rent on the date determining the maximum rent was materially affected by peculiar circumstances and as a result was substantially lower than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

2. Section 5 (c) (4) is amended to read as follows:

(4) *Special relationship between landlord and tenant or peculiar circumstances.* The rent on the date determining the maximum rent was materially affected by the blood, personal, or other special relationship between the landlord and the tenant, or by peculiar circumstances, and as a result was substantially higher than the rent generally prevailing in the defense-rental area for comparable housing accommodations on March 1, 1943.

This amendment shall become effective July 17, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 15th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10502; Filed, July 15, 1944; 11:18 a. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Housing, New York City,[1] Amdt. 9]

NEW YORK CITY AREA

Rent Regulation for Housing in the New York City Defense-Rental Area is amended in the following respects:

1. Section 5 (a) (11) is added to read as follows:

(11) *Peculiar circumstances.* The rent on the date determining the maximum rent was materially affected by peculiar circumstances and as a result was substantially lower than the rent generally prevailing in the defense-rental area for comparable housing accommodations on March 1, 1943.

2. Section 5 (c) (4) is amended to read as follows:

(4) *Special relationship between landlord and tenant or peculiar circumstances.* The rent on the date determining the maximum rent was materially affected by the blood, personal, or other special relationship between the landlord and the tenant, or by peculiar circumstances, and as a result was substantially higher than the rent generally prevailing in the defense-rental area for comparable housing accommodations on March 1, 1943.

This amendment shall become effective July 17, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 15th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10503; Filed, July 15, 1944; 11:18 a. m.]

[1] 9 F.R. 5807, 5915, 6359, 6569, 6819.
[2] 9 F.R. 2165, 2290, 3231, 3421, 4194, 4541, 5002, 5806, 5828, 5915, 6569.

[1] 8 F.R. 14043, 16033; 9 F.R. 3422, 5003.
[2] 9 F.R. 6819.

[1] 8 F.R. 13914, 14814, 15586, 16219; 9 F.R. 2087, 3423, 4028, 6360.

PART 1388—DEFENSE-RENTAL AREAS

[Hotels and Rooming Houses, New York City,[1] Amdt. 9]

NEW YORK CITY AREA

Section 5 (a) (8) is added to the Rent Regulation for Hotels and Rooming Houses in the New York City Defense-Rental Area to read as follows:

(8) *Peculiar circumstances.* The rent during the thirty-day period determining the maximum rent was materially affected by peculiar circumstances and as a result was substantially lower than the rent generally prevailing in the defense-rental area for comparable housing accommodations on March 1, 1943.

This amendment shall become effective July 17, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 15th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10504; Filed, July 15, 1944; 11:18 a. m.]

PART 1394—RATIONING OF FUEL AND FUEL PRODUCTS

[RO 5E,[1] Amdt. 6]

MILEAGE RATIONING: GASOLINE REGULATIONS FOR PUERTO RICO

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Ration Order 5E is amended in the following respects:

1. The table in section 2.2 (a) is amended to read as follows:

Coupons:	*Valid period*
A-24	July 1944.
A-25	August 1944.
A-26	September 1944.
A-27	October 1944.
A-28	November 1944.
A-29	December 1944.

2. The table in section 2.4 (b) is amended to read as follows:

B or C Coupons bearing number:	*Valid period 6 days, commencing with*
86	June 26, 1944.
87	July 3, 1944.
88	July 10, 1944.
89	July 17, 1944.
90	July 24, 1944.
91	July 31, 1944.
92	August 7, 1944.
93	August 14, 1944.
94	August 21, 1944.
95	August 28, 1944.
96	September 4, 1944.
97	September 11, 1944.
98	September 18, 1944.
99	September 25, 1944.
100	October 2, 1944.
101	October 9, 1944.
102	October 16, 1944.
103	October 23, 1944.
104	October 30, 1944.
105	November 6, 1944.
106	November 13, 1944.
107	November 20, 1944.
108	November 27, 1944.
109	December 4, 1944.
110	December 11, 1944.
111	December 18, 1944.
112	December 25, 1944.

3. The table in section 2.12 (d) is amended to read as follows:

S-1, S-2, S-3, S-4, or S-5 coupons bearing number:	*Valid period 6 days, commencing with*
85	June 26, 1944.
86	July 3, 1944.
87	July 10, 1944.
88	July 17, 1944.
89	July 24, 1944.
90	July 31, 1944.
91	August 7, 1944.
92	August 14, 1944.
93	August 21, 1944.
94	August 28, 1944.
95	September 4, 1944.
96	September 11, 1944.
97	September 18, 1944.
98	September 25, 1944.
99	October 2, 1944.
100	October 9, 1944.
101	October 16, 1944.
102	October 23, 1944.
103	October 30, 1944.
104	November 6, 1944.
105	November 13, 1944.
106	November 20, 1944.
107	November 27, 1944.
108	December 4, 1944.
109	December 11, 1944.
110	December 18, 1944.
111	December 25, 1944.

4. Section 2.25 is amended by changing the phrase "six (6)" to read "twelve (12)".

5. The table in section 2.31 (a) is amended by deleting the word "and" from the line setting forth the value of the R coupons and adding after the figure "10" on that same line the phrase "and 100".

This amendment shall become effective as of July 1, 1944.

Issued this 15th day of July 1944.

JORGE L. CORDOVA,
Territorial Director,
Puerto Rico.

Approved:

GERALD A. BARRETT,
Acting Regional Administrator,
Region IX.

[F. R. Doc. 44-10510; Filed, July 15, 1944; 11:22 a. m.]

PART 1394—RATIONING OF FUEL AND FUEL PRODUCTS

[RO 5E,[1] Amdt. 7]

MILEAGE RATIONING: GASOLINE REGULATIONS FOR PUERTO RICO

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Ration Order 5E is amended in the following respects:

Section 2.7 (a) (13) is amended to read as follows:

(13) By traveling salesmen engaged in:

(i) The sale of necessary productive equipment or supplies for farms, factories, mines and similar productive or extractive establishments or of petroleum products, if the marketing of such equipment or supplies by salesmen is essential to the war effort; or

(ii) The sale of medical supplies for transporting such supplies to and from his establishment, but not to the ultimate consumer.

This amendment shall become effective July 15, 1944.

Issued this 15th day of July 1944.

JORGE L. CORDOVA,
Territorial Director,
Puerto Rico.

Approved:

GERALD A. BARRETT,
Acting Regional Administrator,
Region IX.

[F. R. Doc. 44-10511; Filed, July 15, 1944; 11:22 a. m.]

PART 1499—COMMODITIES AND SERVICES

[Rev. SR 14 to GMPR, Amdt. 153]

METALS RESERVE COMPANY

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Revised Supplementary Regulation No. 14 is amended in the following respects:

1. A new section 6.53 is added to read as follows:

SEC. 6.53 *Quartz crystals; sales by the Metals Reserve Company.* The Metals Reserve Company's maximum prices for quartz crystals shall be those prices set out in the Metals Reserve Company price schedule dated February 18, 1944, and entitled "MRC Selling Prices for Quartz Crystal." Maximum prices determined under this section may, however, be adjusted by order issued by the Administrator.

This amendment shall become effective July 15, 1944.

Issued this 14th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10474; Filed, July 14, 1944; 4:25 p. m.]

PART 1499—COMMODITIES AND SERVICES

[Rev. SR 14 to GMPR,[1] Amdt. 151]

BUTCHERS' FROCKS SOLD BY DEFENSE SUPPLIES CORPORATION, THE AMERICAN MEAT INSTITUTE, THE INDEPENDENT MEAT PACKERS ASSOCIATION AND MEAT PACKERS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

[1] 9 F.R. 1385, 5169, 6106.

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 15581, 16219, 16893; 9 F.R. 2086, 3422, 5003.

[1] 8 F.R. 9975, 16033; 9 F.R. 397, 1321.

[1] 8 F.R. 9975, 16033; 9 F.R. 397, 1321.

Section 3.13 is amended in the following respects:

1. The headnote is amended to read as follows: "SEC. 3.13. *Specified butchers' frocks.*"

2. Paragraph (a) is amended to read as follows:

(a) Sales by Defense Supplies Corporation.

(1) To the American Meat Institute, Chicago, Illinois: $2.56 net per garment, f. o. b. warehouse.

(2) To the Independent Meat Packers Association, Washington, D. C.: $2.57 net per garment, f. o. b. warehouse.

(3) To linen supply companies: $2.57 net per garment, f. o. b. warehouse.

3. Paragraph (b) is amended to read as follows:

(b) Sales by the American Meat Institute, Chicago, Illinois, and the Independent Meat Packers Association, Washington, D. C.: $2.57 net per garment, f. o. b. warehouse.

4. Paragraph (d) is amended to read as follows:

(d) Prior to or at the time of shipment, the American Meat Institute and the Independent Meat Packers Association shall furnish to persons purchasing these garments from them, the following notice:

We are sending this notice to you pursuant to requirement of the OPA. This notice advises you as to your ceiling price for the butchers' frocks which we are delivering to you. These frocks were made for the United States Army. Because of the urgent need for butchers' frocks by the packing industry, arrangements have been made for the release by the Army of these frocks for ultimate sale or distribution to employees at meat packing houses.

The ceiling price for the [insert name of association], as fixed by the OPA, is $2.57 net per garment, f. o. b. warehouse.

If you are a packer, and you sell these frocks to your employees, your ceiling price as fixed by the OPA must not exceed the amount which you paid to the [insert name of association] plus the incoming transportation cost, per garment, which you paid. Meat packers who have arrangements with employees for the distribution of protective clothing below acquisition cost, or without any charge, may, of course, continue these practices with respect to these frocks.

This amendment shall become effective July 20, 1944.

Issued this 15th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10512; Filed, July 15, 1944; 11:22 a. m.]

PART 1300—PROCEDURE

[Rev. Procedural Reg. 1, Corr. to Amdt. 8 [1]]

The introductory sentence in Item 3 is corrected to read as follows:

3. Section 17 (c) is added to read as follows:

[1] 9 F.R. 7501.

Issued this 15th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10506; Filed, July 15, 1944; 11:21 a. m.]

PART 1439—UNPROCESSED AGRICULTURAL COMMODITIES

[MPR 376,[1] Amdt. 4]

CERTAIN FRESH FRUITS AND VEGETABLES

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.*

Maximum Price Regulation No. 376 is amended in the following respect:

In section 5 paragraph (e) is added to read as follows:

(e) All sales and deliveries of snap beans, carrots, cabbage, green peas, lettuce and spinach made after June 4, 1944.

This amendment shall become effective as of June 5, 1944.

Issued this 14th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

Approved: July 12, 1944.

GROVER B. HILL,
Acting War Food Administrator.

[F. R. Doc. 44-10464; Filed, July 14, 1944; 11:57 a. m.]

PART 1347—PAPER, PAPER PRODUCTS, RAW MATERIALS FOR PAPER AND PAPER PRODUCTS, PRINTING AND PUBLISHING

[MPR 30,[1] Amdt. 8]

WASTEPAPER

A statement of the considerations involved in the issuance of Amendment No. 8 to Maximum Price Regulation No. 30 has been issued simultaneously herewith and filed with the Division of the Federal Register.*

Maximum Price Regulation No. 30 is amended in the following respects:

1. Section 1347.11 (a) (8) is amended to read as follows:

(8) "Out-throw" for a given grade of wastepaper consists of all substances not suitable for the manufacture of paper or paperboard such as "Objectionable papers" and "Foreign materials", and all paper-making materials present in the packing that do not meet the requirements of the applicable definition for the grade. In the book, magazine and ledger grades, except as otherwise specified, "Out-throw" includes newsprint magazines, pulp magazines (novel news), hard backs and gilt, aluminum and varnish papers and other objectionable materials.

2. Section 1347.14 Appendix A (a) is amended to read as follows:

*Copies may be obtained from the Office of

[1] 7 F.R. 9732; 8 F.R. 3845, 6109, 7350, 7199, 7821, 13049, 17483.

§ 1347.14 *Appendix A: Maximum prices for wastepaper*—(a) *Grades and maximum prices per short ton f. o. b. point of shipment*—(1) *List of grades and prices:*

Grades	Prices for wastepaper packed otherwise than in machine compressed bales weighing not less than 500 lbs., or packed in the optional manner provided in footnotes 3, 9, 10, 11, 12, 14, 15, 23 and 29, whichever is applicable	Prices for wastepaper packed in machine compressed bales weighing not less than 500 lbs., or packed in the optional manner provided in footnotes 3, 9, 10, 11, 12, 14, 15, 23 and 29, whichever is applicable
No. 1 mixed paper [1]	$14.00	$19.00
No. 1 news [2]	15.00	20.00
Overissue news [3]	17.00	22.00
Old corrugated containers [4]	23.00	28.00
New corrugated cuttings [5]	13.00	18.00
Boxboard cuttings [6]	9.50	14.50
White blank news [7]	26.00	33.00
Extra manilas [8]	34.00	39.00
New manilla envelope cuttings [9]	48.00	53.00
One cut new manila envelope cuttings [10]	52.50	57.50
Manila tabulating cards, free from groundwood [11]	40.00	45.00
Manila tabulating cards, groundwood [12]	22.00	27.00
No. 1 hard white shavings [13]	52.50	57.50
Hard white envelope cuttings [14]	57.50	62.50
One cut hard white envelope cuttings [15]	62.50	67.50
No. 1 soft white shavings [16]	45.00	50.00
One cut soft white shavings [17]	52.50	57.50
Miscellaneous soft white shavings [18]	38.00	43.00
No. 1 fly leaf shavings [19]	28.50	33.50
No. 1 groundwood fly leaf shavings [20]	20.00	25.00
No. 2 mixed colored groundwood shavings [21]	13.00	18.00
Mixed books [22]	17.00	22.00
No. 1 heavy books and magazines [23]	33.50	38.50
No. 1 mixed ledger (colored ledger) [24]	35.00	40.00
No. 1 white ledger [25]	41.00	46.00
No. 1 assorted kraft (old kraft [26]	30.00	35.00
Triple sorted No. 1 brown soft kraft [27]	45.00	50.00
Mixed kraft envelope and/or bag cuttings [28]	50.00	55.00
Kraft envelope cuttings [29]	60.00	65.00
New 100% kraft corrugated cuttings [30]	40.00	45.00
Mill wrappers [31]	17.00	22.00

[1] "No. 1 mixed paper" consists of wastepaper which does not have the uniform or distinctive qualities required for classification as any other grade.

[2] "No. 1 news" consists of waste newspapers.

[3] "Overissue news" consists of unused over-run newspapers from a newspaper office. Dealers' returns constitute a lower quality of this grade. Optional method of packing—securely tied bundles.

[4] "Old corrugated containers" consist of used corrugated or solid fibre containers, including any combination or mixture of "jute", double lined Kraft, and 100% Kraft.

[5] "New corrugated cuttings" consist of new corrugated or solid fibre container board cuttings.

[6] "Boxboard cuttings" consist of new cuttings of paperboard which is used in the manufacture of folding paper cartons, set-up boxes and similar boxboard products.

[7] "White blank news" consists of unprinted cuttings or sheets of white newsprint paper.

[8] "Extra manilas" of the highest quality consist of unprinted manila paper. Lower qualities may contain printing.

[9] "New manila envelope cuttings" consist of new cuttings or sheets of unprinted manila paper of the quality used in the manufacture of manila envelopes. Optional method of packing—securely tied packages.

[10] "One cut new manila envelope cuttings" consist of new one cut cuttings or sheets of unprinted manila paper of the quality used in the manufacture of manila envelopes. Optional method of packing—securely tied packages.

[11] "Manila tabulating cards, free from groundwood" consist of new or used printed manila cards which have been manufactured for use in automatic tabulating machines. Must be free from groundwood except to the extent that groundwood is used in the furnish of manila cards which were free from groundwood prior to the present war. Lower qualities of this grade may include tabulating cards of similar stock having colors other than manila. Optional method of packing—bags or boxes.

[12] "Manila tabulating cards, groundwood" consist of new or used printed manila cards, containing groundwood, which have been manufactured for use in automatic tabulating machines. Lower qualities of this grade may include tabulating cards of similar stock having colors other than manila. Optional method of packing—bags or boxes.

[13] "No. 1 hard white shavings" consist of new bond or writing paper shavings of sulphite or rag fiber content, free from groundwood except to the extent that groundwood is used in the furnish of bond or writing papers of sulphite or rag fiber content which were free from groundwood prior to the present war. The highest quality of this grade consists of all white shavings. Lower qualities may contain rulings or light colored stock.

[14] "Hard white envelope cuttings" consist of new cuttings from bond or writing papers of the quality used in the manufacture of envelopes. The fiber content of the stock shall be sulphite, rag, or bleached sulphate, free from printed matter and free from groundwood except to the extent that groundwood is used in the furnish of bond or writing papers of the quality used in the manufacture of envelopes which were free from groundwood prior to the present war. Optional method of packing—securely tied packages.

[15] "One cut hard white envelope cuttings" consist of new one cut cuttings from bond or writing papers of the quality used in the manufacture of envelopes. The fiber content of the stock shall be sulphite, rag, or bleached sulphate, free from printed matter and free from groundwood except to the extent that groundwood is used in the furnish of bond or writing papers of the quality used in the manufacture of envelopes which were free from groundwood prior to the present war. Optional method of packing—securely tied packages.

[16] "No. 1 soft white shavings" consist of unprinted, all white shavings from book and similar printing papers, free from printed matter and containing not in excess of 10% of coated paper stock or heavily filled papers. Must be free from groundwood except to the extent that groundwood is used in the furnish of book and similar printing papers which were free from groundwood prior to the present war.

[17] "One cut soft white shavings" consist of unprinted, all white, one cut shavings from book and similar printing papers, free from printed matter and containing not in excess of 10% of coated paper stock or heavily filled papers. Must be free from groundwood except to the extent that groundwood is used in the furnish of book and similar printing papers which were free from groundwood prior to the present war.

[18] "Miscellaneous soft white shavings" consist of unprinted all white shavings from book and similar printing papers, free from printed matter but not limited with respect to coated or filled paper stock. Must be free from groundwood except to the extent that groundwood is used in the furnish of book and similar printing papers which were free from groundwood prior to the present war.

[19] "No. 1 fly leaf shavings" consist of the trim of magazines, catalogs, and similar printed matter. It may contain the bleed of cover and insert stock but must be free of groundwood except to the extent that groundwood is used in the furnish of magazines, catalogs, and similar printed matter which were free from groundwood prior to the present war. Solid color and beater-dyed papers constitute a lower quality of this grade. Shavings of novel news or newsprint grades may not be included in the packing.

[20] "No. 1 groundwood fly leaf shavings" consist of the trim of magazines, catalogs and similar printed matter, not limited with respect to groundwood, and may contain the bleed of cover and insert stock, but shall be free from beater-dyed papers, solid or other color printing, and coated stock.

[21] "No. 2 mixed colored groundwood shavings" consist of the trim of magazines, catalogs and similar printed matter, not limited with respect to groundwood or coated stock, and may contain the bleed of cover and insert stock as well as beater-dyed papers and solid and other color printing.

[22] "Mixed books" consist of books or magazines, including outthrow, which may in no event exceed 20% of the total weight of the packing. Packings which contain in excess of 20% outthrow may not be sold at a price in excess of the maximum price for "No. 1 Mixed Paper." Packings of this grade which are sold for use in the manufacture of paperboard, regardless of outthrow percentage, must not be sold at a price in excess of the maximum price of "No. 1 Mixed Paper."

[23] "No. 1 heavy books and magazines" consist of used and overissue books and magazines, stitchless stock, quire waste and similar printed matter. The packing may contain up to 5% outthrow. A shipment containing more than 5% outthrow but not more than 10% outthrow must be rejected or paid for only after adjustment to eliminate any payment for outthrow in excess of 5%; in such shipment the excess of outthrow becomes the property of the purchaser. A shipment containing outthrow of more than 10% must be rejected as No. 1 heavy books and magazines and may be accepted only as "No. 1 Mixed Paper." A deduction of at least $5.00 per ton from the maximum price must be made if the material is not packed in machine compressed bales weighing not less than 500 lbs., in air compressed bales or on skids.

[24] "No. 1 mixed ledger (colored ledger)" consists of ledger sheets, bond, and writing papers, white and colored. It must contain no more than 2% out-throw, and must be free from groundwood except to the extent that groundwood is used in the furnish of ledger sheets, bond and writing papers which were free from groundwood prior to the present war. Deliveries which fail to meet the requirement as to out-throw must be rejected or paid for only after adjustment to eliminate any payment for the excessive out-throw.

[25] "No. 1 white ledger" consists of ledger sheets, bond and writing papers, all white. It must contain no more than 2% out-throw, and must be free from groundwood except to the extent that ground wood is used in the furnish of ledger sheets, bond and writing papers which were free from groundwood prior to the present war. Deliveries which fail to meet the requirements as to out-throw must be rejected or paid for only after adjustment to eliminate any payment for the excessive out-throw.

[26] "No. 1 assorted kraft (old kraft)" consists of kraft paper waste, free from corrugated waste of any kind.

[27] "Triple sorted No. 1 brown soft Kraft" consists of old, soft, natural color kraft papers completely free from papers other than those containing 100% sulphate fiber.

[28] "Mixed Kraft envelope and/or bag cuttings" consist of new cuttings from sulphate envelope or bag stock, free from groundwood and other non-sulphate fiber except to the extent that groundwood or other non-sulphate fiber is used in the furnish of sulphate envelope or bag-stock which was free from groundwood and other non-sulphate fiber prior to the present war.

[29] "Kraft envelope cuttings" consist of new cuttings from kraft envelope stock, free from other fiber except to the extent that such other fiber is used in the furnish of kraft envelope stock which was free from such other fiber prior to the present war. Optional method of packing—securely tied packages.

[30] "New 100% kraft corrugated cuttings" consist of cuttings from new corrugated or solid fiber container stock of 100% sulphate fiber content. A lower quality of this grade consists of cuttings from new corrugated stock composed of two liners which are 100% sulphate fiber with a corrugated filler of other fiber. Unless both of the liners are of 100% sulphate fiber, the material must not be sold at a price in excess of the maximum price of "New corrugated cuttings".

[31] "Mill wrappers" consist of paper used as outside wrappers for rolls or bundles of finished paper stock and may contain sulphite or kraft screenings, groundwood fiber or chemical woodpulp fiber.

3. Section 1347.14 Appendix A (b) (3) is deleted.

This amendment shall become effective July 17, 1944.

Issued this 15th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10538; Filed, July 15, 1944; 4:37 p. m.]

PART 1315—RUBBER AND PRODUCTS AND MATERIALS OF WHICH RUBBER IS A COMPONENT

[RO 1A,[1] Amdt. 80]

TIRES, TUBES, RECAPPING AND CAMELBACK

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

*Copies may be obtained from the Office of Price Administration.

[1] 7 F.R. 9160, 9392, 9724.

Ration Order No. 1A is amended in the following respects:

1. Section 1315.804 (j) (1) is amended by deleting the date "July 15, 1944" wherever it appears and substituting the date "July 31, 1944" in each instance.

This amendment shall become effective July 15, 1944.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421 and 507, 77th Cong.; E.O. 9125, 7 F.R. 2719, issued April 7, 1942, WPB Dir. No. 1, 7 F.R. 562, Supp. Dir. No. 1Q, 7 F.R. 9121)

Issued this 15th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10536; Filed, July 15, 1944; 4:36 p. m.]

PART 1351—FOOD AND FOOD PRODUCTS

[FPR 1,[1] Supp. 6]

CERTAIN FROZEN FRUITS, BERRIES AND VEGETABLES OF THE 1944 AND LATER PACKS

A statement of the considerations involved in the issuance of this supplement has been issued and filed with the Division of the Federal Register.*

FOOD PRODUCTS REGULATION No. 1, SUPP. 6—CERTAIN FROZEN FRUITS, BERRIES AND VEGETABLES OF THE 1944 AND LATER PACKS

ARTICLE I—EXPLANATION OF THE SUPPLEMENT

Sec.

1. Explanation of the supplement.
2. Applicability of Food Products Regulation No. 1.
3. Definitions.

ARTICLE II—PRICING PROVISIONS

4. Maximum prices for sales by processors of frozen red sour pitted cherries to purchasers other than government procurement agencies.
5. Maximum prices for sales by processors of frozen products covered by this supplement, except frozen red sour pitted cherries, to purchasers other than government procurement agencies.
6. Maximum prices for custom packing in certain cases.
7. Maximum prices for sales by wagon wholesalers.
8. Provisions of Article II of Food Products Regulation No. 1 applicable to this supplement.

ARTICLE III—MISCELLANEOUS PROVISIONS

9. Invoices.
10. Reports which sellers must file.
11. Individual adjustment of maximum prices.
12. Provisions of Article III of Food Products Regulation No. 1 applicable to this supplement.

AUTHORITY: Secs. 1 to 12, inclusive (§ 1351.501) issued under 56 Stat. 23, 765; 57 Stat. 556; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.

ARTICLE I—EXPLANATION OF THE SUPPLEMENT

SECTION 1. *Explanation of the supplement.* (a) This supplement establishes maximum prices for the 1944 and later packs of the frozen fruits, berries and vegetables listed below:

[1] 9 F.R. 6711.

Cherries, red sour pitted

(b) This supplement applies to sales by all persons except wholesalers and retailers (wagon wholesalers, however, are included).

(c) This supplement applies in the 48 states of the United States and the District of Columbia.

(d) This supplement supersedes the provisions of all other maximum price regulations and orders only as to the products listed and sellers covered.

(e) This supplement becomes effective July 17, 1944.

The "effective date" of this supplement as to any product covered by it shall be the date when the pricing provisions of the supplement first become applicable to it.

SEC. 2. *Applicability of Food Products Regulation No. 1.* Important: Not all of the provisions affecting the maximum prices of the listed frozen products are stated in this supplement. Those which are not specifically set forth here are stated in Food Products Regulation No. 1, and they are just as much a part of this supplement as if they were printed here. The "explanation of the regulation" is also a part of this supplement.

The particular sections of Food Products Regulation No. 1 which are applicable to this supplement are listed at appropriate places in the following provisions (in each case, the section number set forth in parentheses is the appropriate section number of Food Products Regulation No. 1). When any applicable section of the regulation is amended, the amendment also is applicable to this supplement.

SEC. 3. *Definitions.* (a) When used in this supplement, the term:

"No-storage basis" means that prior to the transfer of ownership the goods have been stored by the seller for a period no longer than 30 days after the goods were put in cold storage.

"Storage basis" means that prior to the transfer of ownership the goods have been stored by the seller for a period longer than 30 days after the goods were put in cold storage.

"Style of pack" means the form and sugar basis of the pack.

Examples: Frozen sliced strawberries are a different style of pack from frozen whole strawberries. Frozen whole strawberries on a sugar basis of 3 plus 1 are likewise a different style of pack from frozen whole strawberries on a sugar basis of 4 plus 1.

"Frozen fruits", "frozen berries" and "frozen vegetables" include the purees of these products and mixtures of different fruits, different berries and different vegetables, respectively, when frozen and enclosed in containers, whether or not hermetically sealed.

(b) The definitions of the following terms, set forth in the designated sections of Food Products Regulation No. 1, are applicable to this supplement:

"Person" (sec. 1.1 of FPR 1).
"Processor" (sec. 1.2 of FPR 1).
"Distributor" (sec. 1.3 of FPR 1).
"Primary distributor" (sec. 1.5 of FPR 1).
"Wholesaler" and "retailer" (sec. 1.6 of FPR 1).
"Ultimate consumer" (sec. 1.7 of FPR 1).
"Item" (sec. 1.8 of FPR 1).
"Container type" (sec. 1.9 of FPR 1).
"Sale" (sec. 1.10 of FPR 1).
"Price" (sec. 1.11 of FPR 1).
"Net delivered cost" (sec. 1.12 of FPR 1).
"Delivered to the customary receiving point" (sec. 1.13 of FPR 1).
"Records" (sec. 1.14 of FPR 1).

ARTICLE II—PRICING PROVISIONS

SEC. 4. *Maximum prices for sales by processors of frozen red sour pitted cherries to purchasers other than government procurement agencies*—(a) *Frozen red sour pitted cherries, in barrels, and in tin containers having a capacity of 30 pounds or more.* For sales to purchasers other than government procurement agencies, the maximum prices per pound, f. o. b. factory, on a no-storage basis, which a processor may charge for frozen red sour pitted cherries of the 1944 and later packs, in barrels, and in tin containers having a capacity of 30 pounds or more, shall be as follows:

Style of pack	Maximum price per pound			
	In barrels		In tin containers having a capacity of 30 pounds or more	
	Area 1	Area 2	Area 1	Area 2
3+1	$0.1250	$0.1225	$0.1275	$0.1250
4+1	.1275	.1250	.1300	.1275
5+1	.1300	.1275	.1325	.1300
6+1	.1300	.1275	.1325	.1300
7+1	.1300	.1275	.1325	.1300
8+1	.1300	.1275	.1325	.1300
9+1	.1325	.1300	.1350	.1325
10+1	.1325	.1300	.1350	.1325
11+1	.1325	.1300	.1350	.1325
12+1	.1325	.1300	.1350	.1325
13+1	.1350	.1325	.1375	.1350
14+1	.1350	.1325	.1375	.1350
15+1	.1350	.1325	.1375	.1350
All others	.1375	.1350	.1400	.1375

States included in areas:
Area 1: Washington, Oregon, Montana, Utah, Idaho and Colorado.
Area 2: All states other than Washington, Oregon, Montana, Utah, Idaho and Colorado.

NOTE: The area named refers, in each case, to the area in which the processor's factory is located. The area in which the fruit was grown is not controlling.

For goods sold on a storage basis, the maximum price named above is increased ⅛ cent per pound per month after the first 30 days in which the item is in cold storage. Any period of less than 15 days shall not be considered one month.

(b) *Frozen red sour pitted cherries in containers having a capacity of 30 pounds or more, other than barrels and tin containers.* For sales to purchasers other than government procurement agencies, the processor shall figure his maximum price per pound, f. o. b. factory, on a no-storage basis, under section 8 (b), below, for each item of frozen red sour pitted cherries of the 1944 and later packs, in containers having a capacity of 30 pounds or more, other than barrels and tin containers. For this purpose, however, the "base container" used shall be a tin container having a capacity of 30 pounds or more.

For goods sold on a storage basis, the maximum price figured above is increased ⅛ cent per pound per month after the first 30 days in which the item is in cold storage. Any period of less than 15 days shall not be considered one month.

(c) *Frozen red sour pitted cherries in containers (other than barrels) having a capacity of less than 30 pounds.* For sales to purchasers other than government procurement agencies, the processor shall figure his maximum price per dozen or other unit, f. o. b. shipping point, on a no-storage basis for each item of frozen red sour pitted cherries of the 1944 and later packs, in any containers (other than barrels) having a capacity of less than 30 pounds, by subtracting ¾ cent per pound from his maximum price for the item, f. o. b. shipping point, on a no-storage basis under Maximum Price Regulation No. 489.[2]

For goods sold on a storage basis, the maximum price figured above is increased ⅛ cent per pound per month after the first 30 days in which the item is in cold storage. Any period of less than 15 days shall not be considered one month.

SEC. 5. *Maximum prices for sales by processors of frozen products covered by this supplement, except frozen red sour pitted cherries, to purchasers other than government procurement agencies.* The pricing method of this section and the frozen products covered by it will be announced later.

SEC. 6. *Maximum prices for custom packing in certain cases.* This section applies only to custom packing resulting in an item of frozen fruits or berries where the particular fresh fruits or berries packed were subject to maximum prices, under Maximum Price Regulation 425,[3] or covered by announced prices recommended by the Department of Agriculture for payment to growers, applying to the purchase by which they were acquired by the person for whom the custom packing is done.

(a) *Maximum prices.* The custom packer's maximum price for the services of custom packing an item of fruits or berries (including the furnishing of any packaging materials and additional ingredients) shall be the amount by which his maximum price for sales of the item on a no-storage basis exceeds the price paid for the particular fresh fruits or berries by the person for whom the custom packing is done, after conversion to cents per unit of the finished product. However, the custom packer's maximum price for his services shall not exceed the difference between his maximum price for the frozen product and the maximum price for the particular fruit or berry as established in Maximum Price Regulation 425, or if there is no such maximum price established by that regulation, the custom packer's maximum price for his services shall not exceed the difference between his maximum price for the frozen product and the price recommended by the Department of Agriculture for payment to growers for the particular fruit or berry.

(b) *Information required to be furnished and kept.* The person for whom the custom packing is done shall furnish the custom packer with a signed statement in writing, naming the amount paid for the fresh fruits or berries custom packed, the date on which and the name of the seller from whom they were purchased. This statement shall be furnished before the custom packing is begun, and the custom packer shall preserve the statement, for examination by the Office of Price Administration or its authorized representatives at any reasonable time. However, if the fresh fruits or berries are acquired through the custom packer as agent of the purchaser, no statement is required, but the custom packer shall instead make and preserve a record of the same information for like examination.

(c) *Meaning of "custom packing."* In this regulation "custom packing" means any processing operation performed on fruits or berries owned by another, on a toll or contract basis (whether or not any packaging materials or additional ingredients are furnished), resulting in an item of frozen fruits or berries. "Custom packer" and "custom packed" shall be construed accordingly.

SEC. 7. *Maximum prices for sales by wagon wholesalers.* The maximum price per dozen or other unit which a wagon wholesaler may charge for an item of frozen fruits, berries or vegetables covered by this supplement shall be his net delivered cost plus a markup of 29 per cent. He shall figure his maximum price on the basis of the most recent purchase of that item, and shall refigure it after each new purchase. The maximum price so figured is the wagon wholesaler's maximum price for his entire inventory of that item, and it is effective until his first sale after he receives the next lot.

A "wagon wholesaler" is one who purchases the item being priced and distributes it to retailers or to commercial, industrial or institutional users from an inventory stocked in trucks or other conveyances which are under the supervision of driver salesmen who make delivery at the time and place of sale. Such a wholesaler is a wagon wholesaler only for sales made in this manner.

In this section, "net delivered cost" means the amount the wagon wholesaler pays for the item delivered to his customary receiving point (but not in excess of the processor's maximum price for it, f. o. b. shipping point, plus actual charges for the transportation to the wagon wholesaler's customary receiving point), less all discounts allowed him except the discount for prompt payment. No expense of local trucking or unloading shall be included.

SEC. 8. *Provisions of Article II of Food Products Regulation No. 1 applicable to this supplement.* The following provisions of Food Products Regulation No. 1 are applicable to this supplement:

(a) Processors who have two seasonal packs (sec 2.1 of FPR 1).
(b) Maximum prices for products in new container types and sizes (sec. 2.2 of FPR 1).
(c) Adjustment of dollars-and-cents maximum prices for processors who perform the wholesale or retail function (sec. 2.3 of FPR 1).
(d) Elective pricing method for processors (sec. 2.4 of FPR 1). The maximum "markup percentage" figure is 175%.
(e) Individual authorization of maximum prices (sec. 2.5 of FPR 1).
(f) When the seller must figure a delivered price (sec. 2.6 of FPR 1). The "base period" is (to be announced).
(g) Uniform prices where the processor or repacker has more than one factory (sec. 2.7 of FPR 1).
(h) Uniform delivered prices where the seller has customarily been selling on an f. o. b. shipping point basis (sec. 2.8 of FPR 1). The "base period" is (to be announced).
(i) Maximum prices for sales by primary distributors (sec. 2.9 of FPR 1).
(j) Maximum prices for sales by distributors who are not primary distributors, wholesalers or retailers (sec. 2.10 of FPR 1).
(k) Payment of brokers (sec. 2.11 of FPR 1).
(l) Maximum prices for sales to government procurement agencies in certain cases (sec. 2.12 of FPR 1).
(m) Special packing expenses which may be reflected in maximum prices for sales to government procurement agencies (sec. 2.13 of FPR 1).
(n) Treatment of federal and state taxes (sec. 2.14 of FPR 1). The "base period" is (to be announced).
(o) Units of sale and fractions of a cent (sec. 2.15 of FPR 1).
(p) Maintenance of customary discounts and allowances (sec. 2.16 of FPR 1).

ARTICLE III—MISCELLANEOUS PROVISIONS

SEC. 9. *Invoices.* The seller shall furnish the buyer with an invoice showing for each item sold (a) his actual selling price, and (b) his selling price figured on a no-storage basis.

Item (b) shall be figured by multiplying by ⅛ cent the number of months (if any) which the seller actually stored the goods beyond the first 30 days in which the goods were in cold storage and prior to the transfer of ownership, and subtracting the resulting figure from item (a). Any period of less than 15 days shall not be considered one month.

SEC. 10. *Reports which sellers must file.* (To be announced).

SEC. 11. *Individual adjustment of maximum prices.* (To be announced).

SEC. 12. *Provisions of Article III of Food Products Regulation No. 1 applicable to this supplement.* The following provisions of Food Products Regulation No. 1 are applicable to this supplement:

(a) Restrictions on sales to primary distributors (sec. 3.1 of FPR 1).
(b) Weights (sec. 3.2 of FPR 1).
(c) Storage (sec. 3.3 of FPR 1).
(d) Export sales (sec. 3.4 of FPR 1).
(e) Notification of new maximum price (sec. 3.5 of FPR 1).
(f) Records which must be kept (sec. 3.6 of FPR 1).
(g) Sales slips and receipts (sec. 3.8 of FPR 1).
(h) Transfers of business or stock in trade (sec. 3.9 of FPR 1).
(i) How a figured maximum price is established and how an established maximum price may be changed (sec. 3.10 of FPR 1).
(j) Adjustable pricing (sec. 3.11 of FPR 1).
(k) Compliance with the applicable supplement (sec. 3.12 of FPR 1).
(l) Adjustment of maximum prices of food products under "Government contracts" or subcontracts (sec. 3.13 of FPR 1).
(m) Applications for adjustment by sellers who have been found to have violated the Robinson-Patman Act (sec. 3.14 of FPR 1).
(n) Applications for adjustment and petitions for amendment based on wage or salary increases requiring approval of the National War Labor Board (sec. 3.15 of FPR 1).
(o) Petitions for amendment (sec. 3.16 of FPR 1).

This supplement shall become effective July 17, 1944.

NOTE: All record-keeping and reporting requirements of this supplement have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 15th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10537; Filed, July 15, 1944; 4:36 p. m.]

PART 1315—RUBBER AND PRODUCTS AND MATERIALS OF WHICH RUBBER IS A COMPONENT

[RO 1A,[1] Amdt. 79]

TIRES, TUBES, RECAPPING AND CAMELBACK

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.[*]

Ration Order No. 1A is amended in the following respects:

1. Section 1315.201 (a) (46) is revoked.

2. Section 1315.201 (a) (47) is amended to read as follows:

(47) "Tire inspector" means the operator of premises at which persons may obtain the inspection of tires required by this order. It also includes any person employed by the operator and designated by him to make these inspections. The term "inspector" shall be deemed to refer to a tire inspector.

3. Section 1315.307 is amended to read as follows:

§ 1315.307 *Inspection stations* — (a) *Designation by District Director.* A District Director shall designate as an Official Truck and Passenger Tire Inspection Station or as an Official Passenger Tire Inspection Station any premises where he is satisfied that the operator has complied or will comply with all instructions relating to the proper inspection of tires issued by the Office of Price Administration from time to time. In addition, the following standards must be met:

(1) *Official Truck and Passenger Tire Inspection Stations.* To be designated as an Official Truck and Passenger Tire Inspection Station, there must be a person employed at the premises who is experienced in the servicing of truck tires; there must be adequate space to store, for a thirty-day period, all inspected tires which must be held at the station; and there must be adequate facilities, equipment and tools available at the premises for demounting, replacing and inspecting truck tires.

(2) *Official Passenger Tire Inspection Stations.* To be designated as an Official Passenger Tire Inspection Station, there must be a person employed at the prem-

[2] 8 F.R. 17299; 9 F.R. 97, 1596.
[3] 8 F.R. 9303, 9879, 12632, 12952, 14154, 15674, 16293; 9 F.R. 7505, 7330, 7858.

[*] Copies may be obtained from the Office of Price Administration.
[1] 7 F.R. 9180, 9392, 9724.

ises who is experienced in the servicing of passenger tires; and there must be adequate facilities, equipment and tools available at the premises for demounting, replacing and inspecting passenger tires.

(b) *Scope of tire inspector's authority.* (1) A tire inspector at an Official Truck and Passenger Tire Inspection Station is authorized to inspect all types of tires.

(2) A tire inspector at an Official Passenger Tire Inspection Station is authorized to inspect tires for passenger automobiles, farm tractors, implements, and wagons and passenger-type tires for equipment.

(c) *Operation of stations.* The operator of an inspection station shall pay the total cost of operations, including expenditures for equipment, rent and salaries of any tire inspectors.

The station and the tire inspectors in the performance of their duties as inspectors shall be subject to the supervision of the OPA Tire Examiners assigned for such purpose. The operator of a station shall be responsible for all inspections made by persons in his employ.

The authority conferred on operators to establish and maintain an inspection station may be withdrawn for cause at any time by the District Director.

4. Section 1315.308 is amended to read as follows:

§ 1315.308 *Central Truck Tire Inspection Station*—(a) *Designation by District Director.* A District Director shall authorize the establishment of Central Truck Tire Inspection Stations to serve areas designated by the Office of Price Administration, Washington, D. C., and may authorize in his discretion the establishment of additional Central Truck Tire Inspection Stations to serve other areas. Neither the operator of a Central Truck Tire Inspection Station nor his employees shall engage in the business of manufacturing, selling, recapping, or repairing tires or tubes. The authorization to a person operating a Central Truck Tire Inspection Station may be withdrawn at any time for cause by the District Director for the area in which the station is located.

(b) *Scope of authority.* A tire inspector at a Central Truck Tire Inspection Station is authorized to re-inspect in his area all tires to be replaced for commercial motor vehicles and all truck-type tires having a cross-section size of 12.00 or smaller to be replaced for equipment. The re-inspection shall be made at the Central Truck Tire Inspection Station or at other premises designated for that purpose by the District Director.

(c) *Operation of station.* The operator of a Central Truck Tire Inspection Station is to pay the total cost of operations including any expenditure for equipment, rent and salaries of one or more tire inspectors and any other employees necessary to the effective operation of the station. The station and the tire inspection work performed by the operator and his employees shall be subject to the supervision of the OPA Tire Examiner assigned for such purpose.

5. Section 1315.603 is revoked.

6. Section 1315.610 (b) (2) is amended to read as follows:

(2) A tire which is being held at a Central Truck Tire Inspection Station or at an Official Truck and Passenger Tire Inspection Station shall be turned in by transferring its legal title to the dealer or manufacturer to whom the certificate was surrendered.

7. The third sentence of § 1315.611 (a) is amended to read as follows:

The dealer or manufacturer upon presenting Part A of the certificate under which he acquired a tire which is being held pursuant to § 1315.704 may obtain possession of the tire after it has been held the required length of time.

8. Following § 1315.657 an undesignated headnote "Inspection procedures" is added.

9. Section 1315.701 is added to read as follows:

§ 1315.701 *Inspection of tires for replacement*—(a) *Inspection by certifying inspector.* No consumer or automobile dealer may file an application for a certificate, and no such application shall be considered by a Board until an inspector has inspected the tire to be replaced and has made the inspector's report required by OPA Form R–1 or, in the case of applications to replenish an emergency reserve, by OPA Form R–21 (in duplicate): *Provided, however,* That if an application is made for a tire for a passenger automobile other than a passenger automobile operated on a non-highway ration, all the tires mounted on the automobile shall be inspected and a report of their condition made by an inspector.

(b) *Certification by inspector.* An inspector shall not certify his report concerning the condition of tires until he has made an adequate inspection of the tires. A Board may require an additional inspection and certification by an inspector whom it names if it has reason to believe that the first inspection was made improperly.

(c) *No compensation for certification.* No applicant may pay any compensation for the certification or the inspection required by this section. However, sums not in excess of those set forth in the following schedule may be paid the inspector, or any other person, for removing and replacing a tire when it is necessary for inspection purposes.

SCHEDULE OF FEES FOR REMOVING AND REPLACING TIRES

Type of tire:	Fee
(1) Passenger car tires, each	$0.50
(2) Small truck tires (7.50–20 or smaller), each	.75
(3) Large truck tires (larger than 7.50–20), each	1.00
(4) Additional charge for removing inside dual truck tires (larger than 7.50–20	.50

10. Section 1315.702 is added to read as follows:

§ 1315.702 *Further examination at Central Truck Tire Inspection Station of tires to be replaced*—(a) *Inspection at Central Truck Tire Inspection Station.* An applicant who is applying to a Board in an area served by a Central Truck Tire Inspection Station shall present for re-examination to a Central Truck Tire Inspection Station all tires to be replaced for a commercial motor vehicle and all truck tires having a cross-section size of 12.00 or smaller to be replaced on equipment. The Board may not act upon an application to replace such tires until an inspector attached to a Central Truck Tire Inspection Station has certified to their condition. A state, local or foreign government or the Federal Government or any department or agency of any such government shall be exempted from this paragraph if it is prohibited by law from paying the inspection fees which may be charged by a Central Truck Tire Inspection Station as provided in paragraph (b).

The inspector shall approve or disapprove the first inspection on OPA Form R–1 or on OPA Form R–21 (in the case of emergency reserve applicants). He shall forward all applications on OPA Form R–1 which he has reviewed to the proper Board.

The inspector shall, on OPA Form R–21, authorize emergency reserve applicants to transfer to a dealer or manufacturer the tires he has found to be unrepairable or unrecappable after he has notched the truck-type tires as required by § 1315.704 (a) (1). An emergency reserve applicant shall file with his Board his application on OPA Form R–19 and the certification of an inspector on OPA Form R–21 with proof made thereon of the transfer of the unrepairable or unrecappable tires to a dealer or manufacturer. The dealer or manufacturer to whom the tires are transferred shall retain a copy of OPA Form R–21 as a record.

(b) *Fees that may be charged by Central Truck Tire Inspection Stations.* An operator of a Central Truck Tire Inspection Station may charge the applicant, for the inspection services performed under this section, an amount not in excess of twenty-five (25) cents for the inspection of each tire 7.50–20 or smaller and fifty (50) cents for each tire larger than 7.50–20. The station operator may, in addition to these inspection fees, charge the applicant for removing and replacing tires the sums provided in § 1315.701 (c).

(c) *Inspection by OPA Tire Examiner.* An OPA Tire Examiner may perform the functions of an inspector attached to a Central Truck Tire Inspection Station, with respect to tires of an emergency reserve applicant which are located in an area not served by a Central Truck Tire Inspection Station.

11. Section 1315.703 is added to read as follows:

§ 1315.703 *Further examination by an OPA Tire Examiner of tires to be replaced.* When an application by an emergency reserve operator is filed with a truck tire board located outside of an area served by a Central Truck Tire Inspection Station, an OPA Tire Examiner shall examine the tires to be replaced. The Tire Examiner shall, on OPA Form R–21, approve or disapprove the first inspection and shall authorize the transfer of the tires he finds to be unrepairable or unrecappable, to a dealer or manufacturer. He shall notch the truck tires he finds to be unrepairable or unrecappable at the heel of the bead directly under the serial number when he authorizes their transfer.

Prior to the issuance of a certificate, the applicant shall transfer to a dealer or manufacturer the tires which the Tire Examiner authorized to be transferred and shall file proof of their disposition on OPA Form R–21 with the Board. A state government which is prohibited by law from disposing of tires, shall not be required to transfer them or file proof of their disposition.

The dealer or manufacturer to whom the tires are transferred shall retain a copy of OPA Form R–21 as a record.

12. Section 1315.704 is added to read as follows:

§ 1315.704 *Notching and holding of tires*—(a) *By Central Truck Tire Inspection Station*—(1) *Notching of truck tires.* An inspector attached to a Central Truck Tire Inspection Station shall notch the truck-type tires which he finds to be unrepairable or unrecappable, at the heel of the bead directly under the serial number.

(2) *Holding of tires.* The tires listed on OPA Form R–1 which an inspector attached to a Central Truck Tire Inspection Station is required to re-inspect and which he has found to be unrepairable or unrecappable shall be retained at the premises at which they were inspected. A tag shall be attached to each tire showing its serial number, the date of the inspection, and the names and addresses of the applicant and the inspector who made the preliminary inspection. The tires shall be held at the premises for at least thirty days after being examined unless the operator of the premises has been instructed to hold them for a longer or shorter period by a representative of the Office of Price Administration authorized to give such instructions. A tire which has been held for the required period of time under this subparagraph shall be surrendered:

(i) To any state, local or foreign government or the Federal Government or any department or agency of any such government which is prohibited by law from disposing of the replaced tire as required by § 1315.610 (b); or

(ii) To a dealer or manufacturer who presents Part A of the certificate under which he acquired the tire pursuant to § 1315.611 (a).

The provisions of this paragraph relating to the holding of tires shall not apply to tires leased under a mileage contract, but instead they shall be turned in as required by § 1315.610 (b).

(b) *By Official Truck and Passenger Tire Inspection Station*—(1) *Notching of truck tires.* An inspector at an Official Truck and Passenger Tire Inspection Station shall notch all truck-type tires which he finds to be unrepairable or unrecappable, at the heel of the bead directly under the serial number, except those tires which are required to be re-examined before a certificate may be issued to replace them, either at a Central Truck Tire Inspection Station or by an OPA Tire Examiner.

(2) *Holding tires.* Any tire to be replaced on a commercial motor vehicle any any truck-type tire having a cross-section size of 12.00 or smaller, to be replaced on equipment, which is found to be unrepairable or unrecappable by an inspector at an Official Truck and Passenger Tire Inspection Station shall be retained at the station. A tag shall be attached to it showing its serial number, the date of the inspection, and the name and address of the applicant. The tire shall be held at the station for at least thirty days after the date of inspection unless the operator of the station has been instructed to hold it for a longer or shorter period by a representative of the Office of Price Administration authorized to give such instructions. The provisions of this subparagraph (2) shall not apply:

(i) To tires which are required to be re-examined before a certificate may be issued to replace them, either at a Central Truck Tire Inspection Station or by an OPA Tire Examiner; or

(ii) To tires of an emergency reserve applicant; or

(iii) To tires leased under a mileage contract.

(3) *Release of tires held.* Tires which have been held for the required period of time under this paragraph shall be surrendered to:

(i) Any state, local or foreign government or the Federal Government, or any department or agency of any such government, which is prohibited by law from disposing of the replaced tire as required by § 1315.610 (b).

(ii) A dealer or manufacturer who presents Part A of the certificate under which he acquired the tire pursuant to § 1315.611 (a).

(c) *Transfer of defective tires for adjustment.* A defective tire held under this section may, at any time, be transferred without certificate to a dealer or a manufacturer for purposes of adjustment, provided the operator of the inspection station keeps a record showing the serial number, size and type of the tire, the name and address of the applicant and the supplier to whom the tire was transferred, the date of its transfer and a description of the defective condition. A dealer may in turn transfer it without certificate to his supplier provided he keeps similar records.

(d) *Surrender of tires when application is denied.* Whenever an application for a tire to replace a tire that is being held at a Central Truck Tire Inspection Station or an Official Truck and Passenger Tire Inspection Station is denied by a board, the tire may be surrendered to the applicant upon presentation of the notice of the board's decision.

13. The second paragraph of § 1315.806 (g) (2) is amended to read as follows:

The provisions of this subparagraph shall not apply:

(i) To tires leased under a mileage contract; or

(ii) To tires which have been held pursuant to §§ 1315.704 (a) (2) or (b) (2).

This amendment shall become effective July 25, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(Pub. Law 671, 76th Cong. as amended by Pub. Laws 89, 421 and 507, 77th Cong.; E.O. 9125, 7 F.R. 2719, issued April 7, 1942, WPB Dir. No. 1, 7 F.R. 562, Supp. Dir. No. 1Q, 7 F.R. 9121)

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10595; Filed, July 17, 1944; 11:54 a. m.]

PART 1347—PAPER, PAPER PRODUCTS, RAW MATERIALS FOR PAPER AND PAPER PRODUCTS, PRINTING AND PUBLISHING

[RPS 32,[1] Amdt. 15]

PAPERBOARD SOLD EAST OF THE ROCKY MOUNTAINS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

In § 1347.53a, paragraph (d) is added to read as follows:

(d) No producer and no agent or representative of a producer shall make any charge for any services rendered in converting raw materials into paperboard, and no person shall pay or offer to pay any such charge.

This amendment shall become effective July 22, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10598; Filed, July 17, 1944; 11:51 a. m.]

PART 1367—FERTILIZERS

[RMPR 205,[2] Corr. 1]

FERTILIZER RAW MATERIALS

Paragraph (b) of section 9 of Article II of Revised Maximum Price Regulation 205 is corrected to read as follows:

(b) *Colorado, Idaho, Montana, Nevada, New Mexico, Utah and Wyoming.* The maximum price that may be charged for sulphate of ammonia in bags shall be: $41.00 per ton delivered to any destina-

*Copies may be obtained from the Office of Price Administration.

[1] 7 F.R. 1264, 2000, 2132, 2740, 3182, 8948; 8 F.R. 3524, 4187, 5838, 11291, 14811, 15607, 17415; 9 F.R. 67, 1571, 3331, 5482, 7261.

[2] 9 F.R. 7426.

tion in Colorado; $42.60 per ton delivered to any destination in New Mexico; and, for deliveries to any destination in Idaho, Montana, Nevada, Utah and Wyoming, f. o. b. Ironton, Utah, $31.50 per ton in carload quantities of 40 tons or more, $34.10 per ton in quantities of 15 tons or more but less than 40 tons and $41.60 per ton in quantities of less than 15 tons. In the case of deliveries of material in bulk, the above maximum prices shall be reduced by $2.50 per ton.

This correction shall become effective as of July 5, 1944.

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10601; Filed, July 17, 1944; 11:52 a. m.]

PART 1369—METAL ORES

[RMPR 113,[1] Amdt. 1]

IRON ORE PRODUCED IN MINNESOTA, WISCONSIN, OR MICHIGAN

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 7 (b) (4) is amended to read as follows:

(4) *Other special ores.* Such ores include off-grade and premium ores not specifically named in this paragraph (b). The maximum prices for each such ore shall be:

(i) The sum of (*a*) the seller's 1941 weighted average spot price for the ore or the price which was approved by the Office of Price Administration before the issuance of this regulation, plus (*b*) the difference between the seller's 1941 weighted average spot price for standard ore and the maximum price established by this regulation for such standard ore; or

(ii) If a maximum price cannot be determined under (i), the price established by the Office of Price Administration upon application by the seller. Such application may be made by letter addressed to the Iron and Steel Branch, Office of Price Administration, Washington, D. C., and shall contain a full description and analysis of the ore for which a maximum price is requested. The maximum price established by the Office of Price Administration pursuant to such application shall be in line with the maximum prices established by this Regulation for other ores. Such action may be taken by letter.

This amendment shall become effective July 22, 1944.

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10597; Filed, July 17, 1944; 11:51 a. m.]

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*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 16843.

PART 1371—IMPORT PRICES

[Maximum Import Price Reg.,[1] Amdt. 4]

WAR RISK INSURANCE

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

The second proviso in the definition of "total landed costs" in section 6 and in section 9 is amended to read as follows:

(2) That in computing these costs, war risk insurance costs for shipments made after June 25, 1944, shall not exceed the amount of the war risk insurance premium paid (at rates in effect at the time of shipment) on a value representing 105% of the sum of the foreign invoice price, freight to the port of entry, and premiums paid for marine and war risk insurance.

This Amendment No. 4 shall become effective on July 19, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10599; Filed, July 17, 1944; 11:51 a. m.]

PART 1381—SOFTWOOD LUMBER

[3d Rev. MPR 219]

NORTHEASTERN SOFTWOOD LUMBER

Second Revised Maximum Price Regulation No. 219 is redesignated Third Revised Maximum Price Regulation 219 and is revised and amended to read as follows:

In the judgment of the Price Administrator, the maximum prices established by this regulation are and will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328. A statement of the considerations involved in the issuance of this regulation, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Such specifications and standards as are used in this regulation were, prior to such use, in general use in the industry affected, or have previously been promulgated and their use lawfully required by other government agencies.

3D REVISED MAXIMUM PRICE REGULATION 219—NORTHEASTERN SOFTWOOD LUMBER

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22. Application of Appendix C.
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ARTICLE VII—APPENDIX D: NEW ENGLAND AND IMPORTED EASTERN HEMLOCK LUMBER: PRICE TABLES

26. Application of Appendix D.
27. Grading rules.
28. Maximum prices.
29. Transportation addition on imported lumber.

ARTICLE VIII—APPENDIX E: EASTERN HEMLOCK LUMBER PRODUCED IN NEW YORK, PENNSYLVANIA, MARYLAND, WEST VIRGINIA, KENTUCKY, VIRGINIA, TENNESSEE, NORTH CAROLINA, SOUTH CAROLINA AND GEORGIA: PRICE TABLES

30. Application of Appendix E.
31. Grading rules.
32. Maximum prices.

ARTICLE IX—APPENDIX F: OTTAWA VALLEY WHITE AND NORWAY PINE: PRICE TABLES

33. Application of Appendix F.
34. Grading rules.
35. Maximum prices.
36. Transportation adjustment.

AUTHORITY: Secs. 1 to 36, inclusive (§ 1381.301), issued under 56 Stat. 23, 765; Pub. Law 151 and 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.

ARTICLE I—SCOPE OF THE REGULATION

SECTION 1. *Prices higher than ceiling prohibited.* (a) On and after July 17, 1944, regardless of any contract or other obligation, no person shall sell or buy for direct-mill shipment, or deliver or receive on direct-mill shipment, any Northeastern softwood lumber at prices higher than the ceiling prices fixed by this regulation; and no person shall agree, offer or attempt to do any of these things.

(b) Prices lower than the ceiling prices may, of course, be charged and paid.

SEC. 2. *To what products and transactions this regulation applies*—(a) *Products covered.* This regulation covers, under the name of "Northeastern softwood lumber" all items of lumber of the following softwood species produced in the States of Maine, New Hampshire, Vermont, Connecticut, Massachusetts, Rhode Island, New York, Pennsylvania, Maryland, West Virginia, Kentucky, Virginia, Tennessee, North Carolina, South Carolina and Georgia, and in the part of the Dominion of Canada located east of the 85th meridian; or imported from the Union of Soviet Socialist Republics: Northeastern white pine (Pinus strobus), Norway pine (Pinus resinosa), Eastern hemlock (Tsuga canadensis), Eastern spruce (Picea rubra, Picea Mariana, and Picea glauca), Eastern white cedar (Thuja occidentalis), and Jack pine (Pinus banksiana), and of all other softwood species except Southern pine (covered by 2d Rev. MPR 19), Cypress (covered by MPR 412 and MPR 513) and Cedar (covered by MPR 454), whether the item or species is specifically named in the price tables or not.

(b) *Transactions covered.* This regulation covers, under the term "sales for direct-mill shipment", all sales of Northeastern softwood lumber, no matter who the seller is, and regardless of the quantity involved, except sales of Northeastern softwood lumber which was part of the regular stock of a distribution yard at the time the sale was made.

(1) *How to tell a mill from a distribution yard.* The term "mill", as used here, covers what are known in the trade as sawmills, planing mills and concentration yards. Three types of establishment are described below: the first (1), a typical sawmill or planing mill; the second (2), a typical concentration yard; and the third (3), a typical distribution yard. An establishment which resembles (1) or (2) more than it does (3) is considered a mill; and one which resembles (3) more than it does (1) and (2) is considered a distribution yard.

(i) "A typical sawmill or planing mill" is an establishment which is chiefly engaged in manufacturing lumber from logs or rough lumber by sawing or planing; which is located in or near a lumber producing area; which makes and sells chiefly Northeastern softwood lumber;

(ii) "A typical concentration yard" is an establishment which concentrates and prepares lumber for commercial shipment, which keeps in stock mostly Northeastern softwood lumber, which has its lumber brought in chiefly in rough green form by truck from small local sawmills and sells chiefly for rail or full truckload shipment, and which has been located at its particular site to be near the lumber producing area;

(iii) "A typical distribution yard" is a wholesale or retail lumber yard which gets lumber from mills or other yards; unloads, sorts, and resells or redistributes it; which regularly maintains a varied stock of lumber from different regions; which gets its lumber, except for local species, mostly by rail and sells mostly for truck shipment; which is equipped to make quick deliveries of many different items of lumber; and which has been located at its particular site in order to be near a lumber consuming area.

(2) *New yards or changed status.* In order to prevent violation of this regulation by unnecessary routing through yards, the Office of Price Administration will not recognize distribution yards, either new or resulting from a change in operations, set up after May 24, 1943, unless the yard writes to the Lumber Branch of the Office of Price Administration, Washington 25, D. C., and proves that it satisfies the requirements of the definition and that the purpose is not to get around this regulation by means of unnecessary yard business. Until approval is received, the new yard cannot consider itself a distribution yard for the purpose of this regulation.

(3) *"CPA contract yards."* "CPA yards" as defined in Second Revised Maximum Price Regulation 215[1] are considered distribution yards, regardless of the above requirements.

ARTICLE II—MAXIMUM PRICES AND TERMS OF SALE

SEC. 3. *Basic prices and cash discount*—(a) *Basic prices.* The maximum prices for domestic Northeastern softwood lumber are set forth in Appendices A, B, C, D, and E. The maximum base prices for imported Northeastern softwood lumber are set forth in Appendices A, C, D, and F, and the transportation charges provided in these Appendices shall be added to arrive at the maximum delivered prices to points within the United States.

(b) *Cash discount.* If cash is paid the maximum price must be reduced by the seller's August 1941 cash discount. When a seller was not in business in August 1941, 2% cash discount for payment in 10 days shall be allowed. On specific written allocations issued by the Office of the Chief of Engineers, War Department, the terms 30 days net may be used by the seller regardless of his established practice.

SEC. 4. *Addition for "direct mill retail sales."* In the case of sales of less than 2,500 feet to any buyer except mills or distribution yards, a handling charge of $5.00 per M'BM may be added to the loaded on cars price, together with a percentage mark-up of 10% of the total so obtained, provided the seller expressly agrees:

(a) To see that the lumber is delivered to the job site or buyer's plant at such time and in such quantities as the buyer specifies;

(b) To give the buyer the privilege of exchanging the lumber and returning unused material;

(c) To make good any shortage from stocks kept on hand for this purpose. The size of the sale is determined by the over-all amount involved in the transaction. Thus, if the buyer and seller know that a particular shipment will run to 10 M'BM, the addition may not be made even if the order is broken into five orders of 2 M'BM and delivered on five different days in loads of 2 M'BM.

SEC. 5. *Transportation charges*—(a) *Domestic lumber*—(1) *Private truck.* When shipment is by truck owned or controlled by the seller, the following amounts may be added for transportation: For distances up to and including 10 miles, $1.50 per M'BM; over 10 and up to and including 20 miles, $2.00 per M'BM; and over 20 and up to and including 30 miles, $2.50 per M'BM. Where the distance is greater than 30 miles, the seller may charge the amount of the railroad charge at the carload rate for the most similar haul or $3.00 per M'BM, whichever is greater. Distance, as used in this paragraph, means the distance from the mill to the point of destination as measured by the speedometer. No addition may be made for the return trip.

(2) *Common or contract carrier.* For common or contract carrier shipments, the maximum transportation addition shall be either the rate times the estimated weights in the Appendices, or the actual amount paid to the carrier.

(3) *Truck delivery after rail haul.* Where the shipment is by rail followed by truck delivery, the amount added for transportation may include, in addition to the amount added for rail transportation, the actual cost of the truck delivery.

(4) *Trucking to rails.* Where a truck haul precedes the rail haul, as where a mill located away from a railhead hauls lumber by truck to the railhead, no addition may be made for the truck haul.

(5) *Transportation to planing mill.* Where the lumber is shipped by rail from a mill having milling-in-transit arrangements with a carrier to a planing mill, owned by the same person, for further processing before delivery to the purchaser, that person may apply for permission to figure transportation charges on the basis of the through rail freight rate from the first mill to final destination in the following case:

(i) Where the hurricane of September, 1938, damaged and destroyed a substantial portion of the timber near which the planing mill had been located so that the mill has been compelled to rely primarily on more distant sources of timber; and

(ii) Where it has not been practicable to move the planing mill near other sources of timber because of excessive moving costs, shortages of mill labor and insufficient standing timber in any single location to warrant moving the mill.

The application should be made by letter to the Lumber Branch, of the Office of Price Administration, Washington, 25, D. C., and may be acted upon by letter. The addition may not be made on quotations or sales until permission has been received.

(b) *Imported lumber.* In the case of sales of imported lumber the transportation charges that may be added to the maximum basic prices are specifically set forth in the various appendices dealing with imported Northeastern softwood lumber.

(c) *"Evening-out".* When estimated weights are used, delivered prices shall be evened out to the nearest quarter of a dollar per M'BM, or nearest 5 cents per 1,000 pieces of lath or square of shingles.

SEC. 6. *Species, grades, items, services and extras not listed.* (a) If a seller wishes to sell a species, grade or item of Northeastern softwood lumber which is not specifically priced in the price tables, or wishes to make an addition for special workings, specifications, services, or extras for which additions are not specifically permitted, he must apply to the Lumber Branch of the Office of Price Administration, Washington 25, D. C. for a maximum price. He must submit the following information:

(1) The requested price; (2) a complete description of the material to be priced; and (3) the price differential

[1] 8 F.R. 14145; 9 F.R. 221, 2553, 2948, 4227, 5314, 6457.

between it and the most comparable item priced in the price tables between January 1 and August 1, 1941, from the seller's own records, or if that is impossible, from the experience of the trade. If no established price differential existed, detailed analysis of comparable value should be furnished.

Applications under this section will be considered only when accompanied by a true copy of an order or of a customer's inquiry which forms the basis of the application, and a written statement by the purchaser showing that none of the items specifically priced in the regulation will serve the purpose for which the stock is to be used, and that it has been his custom to purchase lumber on these special specifications.

(b) As soon as the request has been filed, quotations and deliveries may be made at the requested price, but final payment may not be made until the price has been approved. Action on the request may be by letter or telegram. If the Office of Price Administration has not acted within 30 days of the receipt of the request, the requested price is approved.

SEC. 7. *Invoicing and tally card requirements*—(a) *Invoices.* An invoice must be rendered in all sales as follows:

(1) *Basic price.* All invoices must contain a complete description of the lumber to show whether the price is proper or not. Any working, specification, or extra which affects the maximum price must be mentioned in the description. The amount added for these does not have to be separately shown.

(2) *Transportation charges.* In delivered sales, the invoice must contain the:

(i) Point of origin of shipment; (ii) Destination; (iii) Rail rate (if estimated weights are used; otherwise the actual amount added for transportation); and in the case of the sales of imported lumber, the method of calculation of the freight addition; (iv) The words "direct-mill shipment."

(3) *Delivery and related charges.* Any separate charge which the seller is permitted to make for truck delivery after rail haul must be separately shown on the invoice.

(4) *Direct-mill retail sales.* If the price exceeds the basic mill price because of the "direct-mill retail sale" mark-up authorized in section 10, the invoice should show the amount of the mark-up separately labeled "direct-mill retail sale."

(5) *Different freight rates.* When a single order, for which a single flat delivered price was quoted and accepted is shipped from two or more mills to a single destination on varying freight rates, the seller may average-out the transportation charges. For example, if a wholesaler bids $33.00 per M'BM on a single order of a hundred thousand feet of lumber, the ceiling price being $30.00 per M'BM and the estimated freight $3.00, he can ship half of it on a rate resulting in a $2.00 freight charge and half on a rate resulting in a $4.00 freight charge. Where this practice is adopted, the seller must observe all of the following conditions:

(i) Each invoice must state that the particular shipment is part of a larger order and identify the order. It must also show the individual rates for each shipment or delivery.

(ii) The transportation charges which may be made and collected for each shipment or delivery, on account, must not exceed the average transportation charge figured on the entire order or the actual transportation charge for the particular shipment based upon the permitted estimated weights, whichever is the lower.

(iii) Upon completion of the order the seller must render a final invoice showing the individual f. o. b. mill prices separately, the amount shipped from each mill, the freight charge for each shipment, and a reconciliation of the total amount so computed with the agreed delivered selling prices and also with the maximum prices permitted by this regulation. Final payment and all necessary adjustments between buyer and seller are to be made upon the final reconciliation.

(b) *Tally cards.* Every person selling any Northeastern Softwoods lumber for direct-mill shipment shall post within the freight car, truck, or other means of transport, a tally card showing the point of origin of the shipment and a complete description of the lumber contained in the shipment including the species, condition, working and the number of pieces of each grade, size and length. Any working, specification or extra which affects the maximum f. o. b. mill prices must be mentioned in the description.

SEC. 8. *Sales for export.* The maximum price at which any person may export Northeastern softwood lumber shall be determined in accordance with the provisions of the Second Revised Maximum Export Price Regulation[3] issued by the Office of Price Administration.

SEC. 9. *Prohibited practices.* (a) *General.* Any practice which is a device to get the effect of a higher than ceiling price without actually raising the dollars-and-cents price is as much a violation of this Regulation as an outright over-ceiling price.

(b) *Specific practices.* The following are some of the specific practices prohibited.

(1) Getting the effect of a higher price by changing credit practices from what they were in August 1941. This includes decreasing credit periods or making greater charges for extension of credit. In any case, on sales made through the Office of the Chief of Engineers, War Department, terms of 30 days net may be used.

(2) Refusing (without good reason) to ship except in specified or restricted random lengths, or under other circumstances which bring the seller an extra return.

(3) Selling as specified lengths or widths a shipment of lumber which is substantially equivalent to standard or random lengths or widths; or reselling as specified lengths or widths a shipment bought by the seller as standard or random lengths or widths.

(4) Grading as a special grade lumber which can be graded as a standard grade; wrongly or falsely grading or invoicing lumber in any way.

(5) Making additions for special specifications, services, or other extras which are not specifically permitted.

(6) Refusing to sell on an f. o. b. mill basis, and insisting on selling on a delivered basis, except in the case of sales of imported Northeastern softwood lumber.

(7) Unnecessarily routing lumber through a distribution yard.

(8) Quoting a gross price above the maximum price, even if accompanied by a discount the effect of which is to bring the net price below the maximum.

(9) Making the buyer take something he does not want in order to get what he does want.

(10) Getting a higher price by charging the buyer for ripping or resawing, or charging on the basis of an original size larger than the item actually delivered (for example, charging the price of 4 x 4 ripped to 2 x 4 on a sale and delivery of 2 x 4's) except where the items ordered and delivered are non-standard sizes not specifically priced in the tables. This prohibition has no application where the item resulting from remanufacture is priced higher in the tables than the original larger size.

(11) Making any of the additions contained in the footnotes to the tables in Articles V to X inclusive, to the prices of the various items set forth in the tables unless the purchaser's order expressly requires the working, grade, condition, size, or length for which the additions are permitted.

(12) Making an addition for double end trimming when standard lengths are ordered and shipped.

(c) *Adding commission to ceiling prohibited.* It is unlawful for any person to charge, receive, or pay a commission for the service of procuring (including buying, selling or locating lumber, or for any related service such as "expediting") which does not involve actual physical handling of lumber, if the commission plus the purchase price results in a total payment by the buyer which is higher than the maximum price of the lumber. For purposes of this regulation, a commission is any compensation, however designated, which is paid for the procurement of lumber. This prohibition has no application to the case of a bona fide employer-employee relationship where the employee serves only one employer, insofar as lumber procurement is concerned, and where the compensation paid by the employer is a fixed salary and is not based directly or indirectly on the quantity, price or value of the lumber in connection with which the service is rendered.

(d) *Combination grades.* Lumber sold in a combination of grades for which no price is established in the regulation may not be sold above the maximum price for the lowest priced grade actually named in the combination. For example, the maximum price for lumber sold as merchantable and selected merchantable is the maximum price fixed for merchantable lumber. But it is permissible to sell a combination of grades where the exact quantity of each grade shipped is separately shown on the invoice and segregated in the car by strips (except timbers) or otherwise easily made identifiable to the purchaser and separately tallied (tally card to be included in car), in which case the appropriate ceiling price for the quantity of each grade shipped may be charged.

SEC. 10. *Adjustable pricing.* Any person may agree to sell at a price which can be increased up to the maximum price in effect at the time of shipment; but no person may deliver or agree to deliver at prices to be adjusted upward in accordance with action taken by the Office of Price Administration after shipment.

ARTICLE III—MISCELLANEOUS

SEC. 11. *Applications for adjustment and petitions for amendment*—(a) *Government contracts.* (See Procedural Regulation No. 6.[4])

(b) *Petitions for amendment.* Any person seeking an amendment of any provision of this regulation may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1,[4] issued by the Office of Price Administration.

SEC. 12. *Records.* All sellers of Northeastern softwood lumber must keep, for two years, records which show a complete description of the items of lumber sold, the name and address of the buyer, the date of the sale and the price. Buyers must keep similar records, including the name and address of the seller. These records must be kept for any month in which the seller or buyer sold or bought 5,000 feet board measure or more of Northeastern softwood lumber.

SEC. 13. *Enforcement.* Persons violating any provision of this regulation are subject to the criminal penalties, civil enforcement actions, suits for treble damages, and proceedings for suspension of licenses provided for by the Emergency Price Control Act of 1942, as amended.

SEC. 14. *Licensing.* The provisions of Licensing Order No. 1,[5] licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation. A seller's license may be suspended for violations of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

[3] 8 F.R. 4132, 5987, 7662, 9998, 15193; 9 F.R. 1036, 5923.

[4] 7 F.R. 5087, 5064; 8 F.R. 6173, 6174, 12024.

[4] 7 F.R. 8961; 8 F.R. 3313, 3553, 6173, 11806; 9 F.R. 1594, 5791.

[5] 8 F.R. 13240.

ARTICLE IV—APPENDIX A: SQUARE-EDGE WHITE PINE

SEC. 15. *Application of Appendix A.* This appendix applies to domestic Northeastern white pine lumber processed square edge (i. e., sawn or processed square on four sides), and to imported Northeastern white pine lumber processed square edge shipped from mills located in that part of the Dominion of Canada east of the Province of Ontario, when sold on the specifications and on the grades designated below. (Maximum prices for Northeastern white pine lumber shipped from mills located in that part of the Province of Ontario lying east of the 85th Meridian, known as Ottawa Valley White Pine, are set forth separately in Appendix F.)

SEC. 16. *Grading rules.* Grade terms in this appendix have the meaning set forth in "Standard Grading Rules for Northern White Pine and Norway Pine" (Northeastern type) published by the Northeastern Lumber Manufacturers Association, Inc., effective January 1, 1937.

TABLE 1—NORTHEASTERN WHITE PINE PROCESSED SQUARE EDGE ROUGH—AIR DRIED—LOADED ON CARS

Random lengths	C select and better	D select and better	No. 1 and No. 2 common	No. 3 common	No. 4 common	No. 5 common
1" x 3"	$81.00	$71.00	$54.00	$47.50	$41.00	$33.00
1" x 4"	80.50	70.50	51.00	47.00	39.00	28.00
1" x 5"	81.50	71.50	51.50	46.00	40.00	28.00
1" x 6"	83.00	73.00	54.50	49.00	44.00	32.50
1" x 7"	83.00	73.00	54.50	49.00	44.00	32.50
1" x 8"	86.00	76.00	57.00	49.50	44.50	32.50
1" x 9"	86.00	76.00	57.00	49.50	44.50	33.50
1" x 10"	91.00	81.00	57.00	49.50	44.50	33.50
1" x 11"	91.00	81.00	57.00	51.50	44.50	33.50
1" x 12"	91.00	81.00	57.00	51.50	44.50	33.50
1" x 13" and wider	105.00	93.00	67.00	57.00	46.50	34.50
1" x 4" and wider av. 7" to 8"	106.00	96.00	68.00	58.00	48.00	37.00
1" x 5" and wider av. 8" to 9"	84.00	74.00	55.50	48.75	43.75	32.50
1" x 6" and wider av. 9" or over	85.50	75.50	56.50	49.00	44.00	33.00
	86.00	76.00	57.00	49.50	44.50	33.50

ADDITIONS AND DEDUCTIONS PER M'BM TO THE ABOVE PRICES

	C select	D select	No. 1 and No. 2 common	No. 3 common	No. 4 common	No. 5 common
For thickness:						
1. 5/4" to 8/4" add	$10.00	$10.00	$7.00			
2. 9/4 and thicker add	15.00	15.00	8.00			$2.00
3. 5/4 to 8/4" deduct						3.00
4. 9/4" and thicker deduct				$2.00	$2.00	
For length:				2.00	1.00	
5. For specified lengths, add $2.00						
6. For all even lengths, add $1.00						
(NOTE: See section 9 paragraph 11.)						

TABLE 2—LOG RUN NORTHEASTERN WHITE PINE PROCESSED SQUARE EDGE ROUGH—AIR DRIED—LOADED ON CARS

	5,000 ft. B. M. or over	1,000 to 4,999 ft. B. M.	Net charge under 1,000
4/4" and thicker ---------- $43.50			
ADDITIONS AND DEDUCTIONS PER M'BM TO THE PRICES OF TABLES 1 & 2			
For condition:			
1. For green, deduct $3.00 per 1,000 board feet.			
2. Loaded on trucks from sticks or planing mill, deduct $1.00.			
3. On sticks, deduct $2.00.			
4. Loaded on trucks from the pit deduct $2.00.			
For working:			
5. S1S, S2S	$4.00	$4.25	$4.25
6. S2S match	5.00	5.25	5.25
7. Clipping only to exact length	3.00	3.25	3.25
8. Bead 1 side add to S4S	1.00	1.25	1.25

	5,000 ft. B. M. or over	1,000 to 4,999 ft. B. M.	Net charge under 1,000
For working—Continued			
9. Bead 2 sides add to S4S	$1.50	$1.75	$1.75
10. S2S and resaw 1 cut	6.50	6.75	6.75
11. S4S and resaw 1 cut	7.50	7.75	7.75
12. S2S and resaw 2 cuts	7.50	7.75	7.75
13. S4S and resaw 2 cuts	8.50	8.75	8.75
14. Resaw rough-1 cut	4.00	4.25	4.25
15. Resaw rough — more than 1 cut, add per cut	2.25	2.50	2.50
16. Resaw 1 cut and S2S each piece	7.50	7.75	7.75
17. Resaw 1 cut and S4S each piece	8.25	8.50	8.50
18. Rip per cut	2.75	3.00	3.00
19. S4S and bevel resaw	7.50	7.75	7.75
20. Siding to pattern # 105 or 106	6.50	6.75	6.75
21. Other patterns 4" or wider	8.50	8.75	8.75
22. Cross cutting—per cut	1.00	1.25	1.25
23. For dressing thicker than standard, for each 1/32" add to above charges	.50	.75	.75
24. For bundling	1.50	1.50	1.50

TABLE 3—ESTIMATED WEIGHTS PER THOUSAND FEET—DRY

	Pounds
Rough	2,500
S1S, S2S	2,000
S4S	1,800

SEC. 18. *Transportation addition on imported lumber.* (For domestic transportation addition, see section 5). In the case of sales of imported Northeastern white pine lumber, the amount that may be added to the maximum base price for transportation is the railroad freight from Campbellton, New Brunswick, to the point of delivery in the United States, computed on the lowest through rate. This rule applies regardless of the point of origin, and whether the lumber is shipped by rail or truck. The freight shall be computed on the basis of the estimated average weights set forth in Table No. 3 above, and the final amount shall be evened out to the nearest quarter of a dollar per M'BM. No addition may be made to the maximum base price for duty or for any charges or fees incurred in importation.

ARTICLE V—APPENDIX B: ROUND-EDGE WHITE PINE: PRICE TABLES

SEC. 19. *Application of Appendix B.* This appendix applies to domestic Northeastern white pine lumber processed round edge (i. e., sawn or processed by sawing two sides without sawing or otherwise processing edges), sold on the specifications and on the grades designated below.

SEC. 20. *Grading rules.* Grade terms used herein have the meaning set forth in "Standard Grading Rules for Northern White Pine and Norway Pine" (Northeastern type), published by the Northeastern Lumber Manufacturers Association, Inc., effective January 1, 1937.

SEC. 21. *Maximum prices.* The maximum prices for 1,000 feet board measure of Northeastern white pine lumber processed round edge, in a rough air-dried condition, shall be as set forth below.

Round edge white pine lumber may be invoiced at the dry price if it has been on sticks at least 30 days and is shipped on or before August 17, 1944, or has been on sticks at least 60 days and is shipped between August 17, 1944 and September 17, 1944 or has been on sticks at least 90 days and is shipped after September 17, 1944.

In all cases where the dry price is used the seller must certify on the invoice the date the lumber was placed on sticks.

The term "on sticks" means placed in a suitable drying field and so piled that an air space of approximately 1" is provided between each 2 consecutive horizontal courses of the pile.

TABLE 4—NORTHEASTERN WHITE PINE LUMBER PROCESSED ROUND EDGE ROUGH

	Loaded on trucks from pit	On sticks	Loaded on trucks from sticks	Loaded on railroad cars
Dry		$33.00	$34.00	$35.00
Green	$30.00	30.00	31.00	32.00

Box sides: Deduct $10.00 from above prices.

NOTE: The use of estimated weight of 3,250 lbs. per thousand feet for freight charges for dry lumber is permissible.

ARTICLE VI—APPENDIX C: EASTERN SPRUCE, NORWAY PINE AND JACK PINE PRICE TABLES

SEC. 22. *Application of Appendix C.* This appendix applies to domestic and imported Eastern spruce, Jack pine and Norway pine lumber (except Norway pine produced in Ontario and farther west), sold on the specifications and on the grades designated below. (Maximum prices for Norway pine shipped from mills located in that part of the Province of Ontario lying east of the 85th meridian, known as Ottawa Valley Norway pine, are set forth separately in Appendix F.)

SEC. 23. *Grading rules.* Grade terms used herein have the meaning set forth in "Standard Grading Rules for Eastern Spruce and Balsam Fir," published by the Northeastern Lumber Manufacturers Association, Inc., effective April 1, 1938, as applied to Eastern spruce and Jack pine lumber, and in "Standard Grading Rules for Northern White Pine" (Northeastern type) published by the Northeastern Lumber Manufacturers Association, Inc., effective January 1, 1937, as applied to Norway pine lumber.

SEC. 24. *Maximum prices.* The maximum f. o. b. cars price for domestic Eastern spruce, Norway pine and Jack pine lumber and white cedar shingles, and the maximum base price for imported Eastern spruce, Norway pine (other than Ottawa Valley Norway pine), and Jack pine lumber shall be as set forth below. These prices are for 1,000 feet board measure (or for 1,000 pieces, or for a square, where so designated) of lumber in a rough air-dried condition.

TABLE 5—EASTERN SPRUCE—FULL SAWN BOARDS—ROUGH LOADED ON CARS

[For Jack pine and Norway pine, see notes 36 and 37]

Grade	Random length odd and even 8' to 20'	Random length even 8' to 20'	Specified length 8' to 15' inclusive	Specified length 16'	Specified length 17' and/or 18'	Specified length 19' and/or 20'
No. 1 (merchantable):						
1 x 2	$41.50	$42.50	$43.50	$44.50	$45.50	$46.50
3	43.50	44.50	45.50	46.50	47.50	48.50
4	43.50	44.50	45.50	46.50	47.50	48.50
5	43.50	44.50	45.50	46.50	47.50	48.50
6	45.50	46.50	47.50	48.50	49.50	50.50
7	45.50	46.50	47.50	48.50	49.50	50.50
8	45.50	46.50	47.50	48.50	49.50	50.50
9	47.50	48.50	49.50	50.50	51.50	52.50
10	47.50	48.50	49.50	50.50	51.50	52.50
12	47.50	48.50	49.50	50.50	51.50	52.50
	49.50	50.50	51.50	53.50	54.50	55.50
	52.50	53.50	54.50	55.50	56.50	57.50

ADDITIONS AND DEDUCTIONS PER M'BM TO THE ABOVE PRICES

	5,000 feet BM or over	1,000 to 4,999 feet BM
For working:		
1. Crosscutting for one cut, add	$1.00	$1.25
Each additional cut, add	1.00	1.25
2. Crosscutting square, to exact non-standard length, add	3.00	3.25
3. Ripping, straight, for one cut, add	2.75	3.00
Each additional cut, add	2.75	3.00
4. Saw sizing to exact width, add	2.75	3.00
5. Resawing, 4" and narrower, for one cut, add	4.00	4.25
6. Resawing, wider than 4", for one cut, add	3.00	3.25
7. Resawing, each additional cut, add	2.25	2.50
8. Dressing S1S, S2S, S1E, S2E, add	4.00	4.25
9. Dressing, S2S1E, S4S, S1S+M, S2S+M, S2S+SL, S2E1S, add	5.00	5.25
10. Any standard dressing and beading one side, add	6.00	6.25
11. Any standard dressing and beading two sides, add	6.50	6.75
12. Working to other standard patterns, add	7.00	7.25
13. Any standard dressing and resawing, add	6.50	6.75
14. Resawing 1 cut and dressing each piece, add	7.50	7.75
15. Resawing 1 cut in center and bevel resawing each piece and bundling, add	7.00	7.25
16. Bundling, add	1.50	1.75
17. Bundling, exact specified lengths shorter than 8', add	2.00	2.25
For widths:		

18. For widths wider than listed: For each inch or fraction thereof over 12"; to the 12" price add $1.00.
19. For specified fractional widths: Price as next wider standard width for which a price is provided and add the ripping charge.
20. For lengths longer than listed: For each 2 ft. or fraction thereof over 20 ft; to the 20 ft. price add $1.00.
21. Specified fractional lengths longer than 10 ft.: Price and compute footage as next longer standard length, add the crosscutting charge.
22. Specified length shorter than 10 ft.: Price as shortest multiple for which a price is provided and add the crosscutting charge.

For thickness:
23. For 1¼" rough: Compute footage as 1⅛" and price as 4/4.
24. For 4/4 thickness: To the price of the same width and length add $2.00.
25. For 1¾" rough: Compute footage as 1⅝" and price as 5/4.
26. For 5/4" thickness: To the price of the same width and length add $2.00.
27. For 1⅝" rough: Compute footage as 1⅜" and price as 6/4".
28. For scant thickness: (⅞" rough, 2 3/32" S1S, ¾" S2S) from the price of full sawn boards of the same width, length and working, deduct $2.00.
29. Thin boards: Boards thinner than ¾" may be priced on a surface measure basis; but the maximum price per 1000 feet surface measure for any size may not be more than would be the total cost to the purchaser of the necessary board foot quantity of the appropriate thicker size reworked to produce 1000 feet surface measure of the thinner size. For example: 1000 feet surface measure of 1/4/4 x 6 S1S will be produced from 813 feet board measure of 1⅛ x 6 S2S and resawn; therefore the price of 1000 feet surface measure of 1/4/4 x 6 S1S may not be more than the price of 813 feet board measure of 1⅛ x 6 S2S and resawn and the estimated shipping weight per 1000 feet surface measure for 1/4/4 x 6 S1S may not be more than the permissible estimated dressed weight of 813 feet board measure of 1⅛ x 6.

For condition:
30. Loaded on trucks from sticks or planing mill, deduct $1.00.
31. On sticks, deduct $2.00.
32. Loaded on trucks from pit, deduct $2.00.

For grade:
33. Selected merchantable: Add $5.00 to No. 1 prices.
34. No. 2: Deduct $4.00 from No. 1 prices.
35. No. 3: Deduct $9.00 from No. 1 prices.

Notes:
36. Ontario Jack Pine: Price as spruce.
37. Norway Pine: From spruce prices deduct $2.00.
38. Items specifically priced in table No. 8 may not be priced on this table.

TABLE 6—EASTERN SPRUCE FULL SAWN DIMENSION—ROUGH—LOADED ON CARS

[For Jack pine and Norway pine, see notes 21 and 22]

Grade	Random length odd and even, 8' to 20'	Random length even, 8' to 20'	Specified length, 8' to 15' inc.	Specified length, 16'	Specified length, 17' and/or 18'	Specified length, 19' and/or 20'
No. 1 (merchantable):						
2 x 3	$41.50	$42.50	$43.50	$44.50	$45.50	$46.50
4	41.50	42.50	43.50	44.50	45.50	46.50
5	41.50	42.50	43.50	44.50	45.50	46.50
6	43.50	44.50	45.50	46.50	47.50	48.50
7	43.50	44.50	45.50	46.50	47.50	48.50
8	45.50	46.50	47.50	48.50	49.50	50.50
9	46.50	47.50	48.50	49.50	50.50	51.50
10	49.50	50.50	51.50	52.50	53.50	54.50
12	51.50	52.50	53.50	54.50	55.50	56.50

ADDITIONS AND DEDUCTIONS PER M'BM TO THE ABOVE PRICES

	5,000 ft. B. M. or over, add—	1,000–4,999 ft. B. M.
For working:		
1. Cross cutting, for one cut	$1.00	$1.25
Each additional cut	.50	.75
2. Cross cutting square, to exact non standard length	3.00	3.25
3. Ripping, straight, for one cut	2.75	3.00
Each additional cut	2.75	3.00
4. Saw sizing to exact width	2.75	3.00
5. Dressing S1S, S2S, S1E, S2E	4.00	4.25
6. Dressing S2S1E, S4S, S1S&M, S2S&M, S2S&SL, S2E1S	5.00	5.25
For width:		

7. For widths wider than listed: For each inch or fraction thereof over 12", to the 12 in. price add $1.00.
8. Specified fractional widths: Price as next wider standard width for which a price is provided and add the ripping charge.

For length:
9. For lengths longer than listed: For each 2 ft. or fraction thereof over 20', to the 20 ft. price add $1.00.
10. Specified fractional lengths longer than 10 ft.: Price and compute footage as next longer standard length and add the crosscutting charge.
11. Specified fractional lengths shorter than 10 ft.: Price as shortest multiple for which a price is provided and add the crosscutting charge.

For thickness:
12. 2½" thick: Compute footage as 2⅜" and use 3" price.
13. For thickness greater than listed: For each inch or fraction thereof over 4" add to the 4" price $4.00.

For condition:
14. Loaded on trucks from sticks or planing mill, deduct $1.00.
15. On sticks, deduct $2.00.
16. Loaded on trucks from pit, deduct $2.00.

For grade:
17. Selected merchantable: Add $5.00 to No. 1 prices.
18. No. 2: Deduct $4.00 from No. 1 prices.
19. No. 3: Deduct $9.00 from No. 1 prices.

Notes:
20. Ontario Jack Pine: Price as spruce.
21. Norway Pine: From spruce prices deduct $2.00.

TABLE 7—EASTERN SPRUCE FULL SAWN TIMBERS—ROUGH—LOADED ON CARS

[For Jack pine and Norway pine, see notes 20 and 21]

Grade	Random length odd and even, 8' to 20'	Random length even, 8' to 20'	Specified length, 8' to 15' incl.	Specified length, 16'	Specified length, 17' and/or 18'	Specified length, 19' and/or 20'
No. 1 (merchantable):						
3 x 4	$44.50	$45.50	$46.50	$47.50	$48.50	$49.50
5	44.50	45.50	46.50	47.50	48.50	49.50
6	44.50	45.50	46.50	47.50	48.50	49.50
7	44.50	45.50	46.50	47.50	48.50	49.50
8	45.50	46.50	47.50	48.50	49.50	50.50
9	46.50	47.50	48.50	49.50	50.50	51.50
10	49.50	50.50	51.50	52.50	53.50	54.50
12	51.50	52.50	53.50	54.50	55.50	56.50
4 x 4	44.50	45.50	46.50	47.50	48.50	49.50
5	44.50	45.50	46.50	47.50	48.50	49.50
6	45.50	46.50	47.50	48.50	49.50	50.50
7	45.50	46.50	47.50	48.50	49.50	50.50
8	45.50	46.50	47.50	48.50	49.50	50.50
9	46.50	47.50	48.50	49.50	50.50	51.50
10	49.50	50.50	51.50	52.50	53.50	54.50
12	51.50	52.50	53.50	54.50	55.50	56.50
6 x 6	45.50	46.50	47.50	48.50	49.50	50.50
7	45.50	46.50	47.50	48.50	49.50	50.50
8	46.50	47.50	48.50	49.50	50.50	51.50
8 x 8	49.50	50.50	51.50	52.50	53.50	54.50

ADDITIONS AND DEDUCTIONS PER M'BM TO THE ABOVE PRICES

	5,000 ft. B. M. or over, add—	1000–4999 ft. B. M.
For working:		
1. Cross cutting, for one cut	$1.00	$1.25
Each additional cut	.50	.75
2. Cross cutting square, to exact non standard length	3.00	3.25
3. Ripping, straight, for one cut	2.75	3.00
Each additional cut	2.75	3.00
4. Saw sizing to exact width	2.75	3.00
5. Dressing S1S, S2S, S1E, S2E	4.00	4.25
6. Dressing S2S1E, S4S, S1S&M, S2S&M, S2S&SL, S2E1S	5.00	5.25
For width:		

7. For widths wider than listed: For each inch or fraction thereof over 12", to the 12 in. price add $1.00.
8. Specified fractional widths: Price as next wider standard width for which a price is provided and add the ripping charge.

For length:
9. For lengths longer than listed: For each 2 ft. or fraction thereof over 20', to the 20 ft. price add $1.00.
10. Specified fractional lengths longer than 10 ft.: Price and compute footage as next longer standard length and add the crosscutting charge.
11. Specified fractional lengths shorter than 10 ft.: Price as shortest multiple for which a price is provided and add the crosscutting charge.

For thickness:
12. 2½" thick: Compute footage as 2½" and use 3" price.
13. For thickness greater than listed: For each inch or fraction thereof over 4" add to the 4" price $4.00.

For condition:
14. Loaded on trucks from sticks or planing mill, deduct $1.00.
15. On sticks, deduct $2.00.
16. Loaded on trucks from pit, deduct $2.00.

For grade:
17. Selected merchantable: Add $5.00 to No. 1 prices.
18. No. 2: Deduct $4.00 from No. 1 prices.
19. No. 3: Deduct $9.00 from No. 1 prices.

Notes:
20. Ontario Jack Pine: Price as spruce.
21. Norway Pine: From spruce prices deduct $2.00.

For thickness:
23. For 1¼" rough: Compute footage as 1⅛" and price as 4/4.
24. For 4/4 thickness: To the price of the same width and length add $2.00.
25. For 1¾" rough: Compute footage as 1⅝" and price as 5/4.
26. For 5/4" thickness: To the price of the same width and length add $2.00.
27. For 1⅝" rough: Compute footage as 1⅜" and price as 6/4".
28. For scant thickness: (⅞" rough, 2 3/32" S1S, ¾" S2S) from the price of full sawn boards of the same width, length and working, deduct $2.00.
29. Thin boards: Boards thinner than ¾" may be priced on a surface measure basis; but the maximum price per 1000 feet surface measure for any size may not be more than would be the total cost to the purchaser of the necessary board foot quantity of the appropriate thicker size reworked to produce 1000 feet surface measure of the thinner size. For example: 1000 feet surface measure of 1/4/4 x 6 S1S will be produced from 813 feet board measure of 1⅛ x 6 S2S and resawn; therefore the price of 1000 feet surface measure of 1/4/4 x 6 S1S may not be more than the price of 813 feet board measure of 1⅛ x 6 S2S and resawn and the estimated shipping weight per 1000 feet surface measure for 1/4/4 x 6 S1S may not be more than the permissible estimated dressed weight of 813 feet board measure of 1⅛ x 6.

For condition:
30. Loaded on trucks from sticks or planing mill, deduct $1.00.
31. On sticks, deduct $2.00.
32. Loaded on trucks from pit, deduct $2.00.

For grade:
33. Selected merchantable: Add $5.00 to No. 1 prices.
34. No. 2: Deduct $4.00 from No. 1 prices.
35. No. 3: Deduct $9.00 from No. 1 prices.

Notes:
36. Ontario Jack Pine: Price as spruce.
37. Norway Pine: From spruce prices deduct $2.00.
38. Items specifically priced in table No. 8 may not be priced on this table.

TABLE 6—EASTERN SPRUCE FULL SAWN DIMENSION—ROUGH—LOADED ON CARS

[For Jack pine and Norway pine, see notes 21 and 22]

Grade	Random length odd and even, 8' to 20'	Random length even, 8' to 20'	Specified length, 8' to 15' inc.	Specified length, 16'	Specified length, 17' and/or 18'	Specified length, 19' and/or 20'
No. 1 (merchantable):						
2 x 3	$41.50	$42.50	$43.50	$44.50	$45.50	$46.50
4	41.50	42.50	43.50	44.50	45.50	46.50
5	41.50	42.50	43.50	44.50	45.50	46.50
6	43.50	44.50	45.50	46.50	47.50	48.50
7	43.50	44.50	45.50	46.50	47.50	48.50
8	45.50	46.50	47.50	48.50	49.50	50.50
9	46.50	47.50	48.50	49.50	50.50	51.50
10	49.50	50.50	51.50	52.50	53.50	54.50
12	51.50	52.50	53.50	54.50	55.50	56.50

ADDITIONS AND DEDUCTIONS PER M'BM TO THE ABOVE PRICES

	5,000 ft. B. M. or over	1,000–4,999 ft. B. M.
For working:		
1. Cross cutting, for one cut	$1.00	$1.25
Each additional cut	.50	.75
2. Cross cutting square, to exact nonstandard length	3.00	3.25
3. Ripping, straight, for one cut	2.75	3.00
Each additional cut	2.75	3.00
4. Saw sizing to exact width	2.75	3.00
5. Resaw	3.00	3.25
6. Dressing, S1S, S2S, S1E, S2E	4.00	4.25
7. Dressing S2S1E, S4S, S1S&M, S2S&M, S2S&SL, S2E1S	5.00	5.25
8. Working to other standard patterns	7.00	7.25
For width:		

9. For widths wider than listed: For each inch or fraction thereof over 12"; to the 12" price add $1.00.
10. Specified fractional widths: Price as next wider standard width for which a price is provided and add the crosscutting charge.

For length:
11. For lengths longer than listed: For each 2 ft. or fraction thereof over 20'; to the 20' price add $1.00.
12. Specified fractional lengths longer than 19' price and compute footage as next longer standard length and add the crosscutting charge.
13. Specified fractional lengths shorter than 10': Price as shortest multiple for which a price is provided and add the crosscutting charge.

For thickness:
14. For scant thickness: (1¾" rough, 1 3/32" S1S, 1⅝" S2S): From the price of full sawn dimension of the same width, length and working, deduct $2.00.

TABLE 8—EASTERN SPRUCE FURRING—LOADED ON CARS

Nominal size	Finished size	Random length odd and even, 8' to 16'	Random length even, 8' to 16'	Specified odd, 8' to 16'	Specified even, 8' to 16'	Specified, 13'
No. 1 (merchantable):						
1x1½:						
D1S1E&BDL	1 3/16 x 1 3/4	$41.75	$42.75	$42.75	$43.75	$44.75
	3/4 x 1 3/8	45.75	46.75	46.75	47.75	48.75
	1 3/16 x 1 3/4	47.75	48.75	48.75	49.75	50.75
	7/8 x 1 3/4	48.75	49.75	49.75	50.75	51.75
D2S1E&BDL	3/4 x 1 3/8	46.25	47.25	47.25	48.25	49.25
	1 3/16 x 1 3/4	48.25	49.25	49.25	50.25	51.25
	7/8 x 1 3/4	49.25	50.25	50.25	51.25	52.25
x2:						
D1S1E&BDL	1 3/16 x 1 3/4	39.75	40.75	40.75	41.75	42.75
	2 3/32 x 1 3/4	40.75	41.75	41.75	42.75	43.75
	3/4 x 1 3/4	42.75	43.75	43.75	44.75	45.75
	2 3/32 x 1 3/4	45.75	46.75	46.75	47.75	48.75
D2S1E&BDL	3/4 x 1 3/8	46.25	47.25	47.25	48.25	49.25
	1 3/16 x 1 3/4	46.75	47.75	47.75	48.75	49.75
	7/8 x 1 3/4	46.75	47.75	47.75	48.75	49.75
	3/4 x 1 3/8	46.75	47.75	47.75	48.75	49.75
	2 3/32 x 1 3/4	47.00	48.00	48.00	49.00	50.00
D4S&BDL	1 31/64 x 1 3/4	47.25	48.25	48.25	49.25	50.25
	7/8 x 1 3/4	47.75	48.75	48.75	49.75	50.75
	7/8 x 1 5/8	48.25	49.25	49.25	50.25	51.25
	3/4 x 1 3/8	48.75	49.75	49.75	50.75	51.75
	7/8 x 1 3/4	49.75	50.75	50.75	51.75	52.75
	5/8 x 1 3/8	50.25	51.25	51.25	52.25	53.25
1x 2½:						
D1S1E&BDL	1 3/16 x 2 3/4	41.75	42.75	42.75	43.75	44.75
	3/4 x 2 3/8	44.75	45.75	45.75	46.75	47.75
D2S1E&BDL	3/4 x 2 3/8	45.75	46.75	46.75	47.75	48.75
	7/8 x 2 3/4	48.75	49.75	49.75	50.75	51.75
D4S&BDL	7/8 x 2 3/4	47.75	48.75	48.75	49.75	50.75
	3/4 x 2 3/8	47.75	48.75	48.75	49.75	50.75
	7/8 x 2 3/4	49.75	50.75	50.75	51.75	52.75
1x 3:						
D1S1E&BDL	3/4 x 2 3/8	44.75	45.75	45.75	46.75	47.75
	1 3/16 x 2 3/4	46.75	47.75	47.75	48.75	49.75
D2S1E&BDL	7/8 x 2 3/4	47.75	48.75	48.75	49.75	50.75
	3/4 x 2 3/8	45.25	46.25	46.25	47.25	48.25
D4S&BDL	1 3/16 x 2 3/4	47.25	48.25	48.25	49.25	50.25
	3/4 x 2 3/8	48.25	49.25	49.25	50.25	51.25
	7/8 x 2 3/4	45.75	46.75	46.75	47.75	48.75
	3/4 x 2 3/8	47.75	48.75	48.75	49.75	50.75
	1 3/16 x 2 3/4	48.75	49.75	49.75	50.75	51.75
	7/8 x 2 3/4	49.26	50.25	50.25	51.25	52.25
1x 1:						
D2S1E&BDL	7/8 x 7/8	51.75	52.75	52.75	53.75	54.75

ADDITIONS AND DEDUCTIONS PER M'BM TO THE ABOVE PRICES

For grade:
1. No. 2: Deduct $4.00 from No. 1 prices.
2. No. 3: Deduct $9.00 from No. 1 prices.

For working:
3. Furring: SSD1E and bundled: From the price of the same widt hand thickness D1S1E and bundled, deduct $1.00.

TABLE 9—EASTERN SPRUCE SELECTS—ROUGH—LOADED ON CARS

	Random lengths 8' to 20'
C. Select:	
Thickness and width:	
1 x 2 to 1 x 10, inclusive	75.50
1 x 12	80.50

ADDITIONS AND DEDUCTIONS PER M'BM TO THE ABOVE PRICES

For width:
1. Specified fractional widths: Price as next wider standard width for which a price is provided and add the ripping charge.

For length:
2. Specified fractional lengths shorter than 10 ft.: Price as shortest multiple for which a price is provided and add the crosscutting charge.
3. Specified fractional lengths over 10 ft.: Price and compute footage as next longer standard length and add the crosscutting charge.

For thickness:
4. 1¼" thick add $5.00 to price of 4/4.
5. 1½" thick add $5.00 to price of 4/4.
6. 2" thick add $10.00 to price of 4/4.
7. 3" thick add $20.00 to price of 4/4.

For grade:
8. B and better: Add to prices of C. Select $20.00.

TABLE 10—EASTERN SPRUCE SELECTED SCAFFOLDING—ROUGH—LOADED ON CARS

Thickness and width	Specified length 13'	Specified length 16'
1¼ x 9	$56.00	
2 x 9	54.00	
2½ x 10		$53.00

TABLE 11—EASTERN SPRUCE LATH

Size	Per 1,000 pieces, #1	Per 1,000 pieces, #2
5/16" x 1½" x 4'	$5.75	$4.25
3/8" x 1½" x 4'	6.25	4.75
1/2" x 1½" x 4'	8.50	7.00
5/16" x 2" x 4'	10.50	8.75

TABLE 12—WHITE CEDAR SHINGLES 16"

Grade	Per Square
Extra No. 1	$3.25
Clear walls	4.50
2d clears	4.75
Clears	5.35
Extras	5.75

TABLE 13—ESTIMATED AVERAGE WEIGHTS FOR SHIPMENTS FROM AMERICAN MILLS

LUMBER

Species	Rough, pounds per M'BM	Dressed, pounds per M'BM
Spruce	3,300	3,000
Norway	3,000	2,500

LATH

	Size	Pounds per M pieces
Spruce	5/16" x 1½" x 4'	500
	3/8" x 1½" x 4'	550
	1/2" x 1½" x 4'	800
	5/16" x 2" x 4'	900

SHINGLES

	Size	Pounds per square
White cedar	16"	200

TABLE 14—ESTIMATED AVERAGE WEIGHTS FOR SHIPMENTS FROM CANADIAN MILLS

LUMBER

Species	Rough, pounds per M'BM	Dressed, pounds per M'BM
Spruce—except furring	3,100	2,600
Spruce furring 3/32+ thicker		2,600
Spruce furring 3/4+ thinner		2,100
Jack pine	3,100	2,600
Norway	3,000	2,500

LATH

	Size	Pounds per M pieces
Spruce	3/8" x 1 1/4" x 4'	500
	3/8" x 1 3/4" x 4'	550
	1/2" x 1 1/2" x 4'	800
	5/16" x 2" x 4'	900

TABLE 14—ESTIMATED AVERAGE WEIGHTS FOR SHIPMENTS FROM CANADIAN MILLS—Continued

SHINGLES

	Size	Pounds per square
White cedar	16"	200

SEC. 25. *Transportation addition on imported lumber.* (For domestic transportation addition, see section 5). In the case of sales of Eastern spruce, Norway pine (other than Ottawa Valley Norway pine) and Jack pine lumber, the amount that may be added to the maximum base price for transportation is the railroad freight from Campbellton, New Brunswick, to the point of delivery in the United States computed on the lowest through rate. This rule applies regardless of the point of origin and whether the lumber is shipped by rail or truck. The freight shall be computed on the basis of the estimated average weights set forth in Table No. 14 above, and the final amount shall be evened out to the nearest quarter of a dollar per M'BM. No additions may be made to the maximum base price for duty or for any charge or fees incurred in importation.

ARTICLE VII—APPENDIX D: NEW ENGLAND AND IMPORTED EASTERN HEMLOCK LUMBER: PRICE TABLES

SEC. 26. *Application of Appendix D.* This appendix applies to Eastern hemlock lumber which is shipped to the purchaser from mills located in the States of Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, and Connecticut, and that part of the Dominion of Canada located east of the 85th meridian, and which is sold on the specifications and on the grades designated in this section.

SEC. 27. *Grading rules.* Grade terms used herein have the meaning set forth in the "Official Grading Rules for Hemlock and Tamarack Lumber, and White Cedar Shingles" published by the Northern Hemlock and Hardwood Manufacturers' Association, effective June 27, 1941.

SEC. 28. *Maximum prices.* The maximum f. o. b. cars price for New England Eastern Hemlock lumber, and the maximum base price for imported Eastern hemlock lumber shall be as set forth below. These prices are for 1,000 feet board measure of lumber in a rough air dried condition.

TABLE 15—HEMLOCK BOARDS—ROUGH—LOADED ON CARS (NEW ENGLAND AND CANADIAN)

Grade	Random length, 6' to 20'	Specified lengths, 8' to 14'	Specified lengths, 16'	Specified lengths, 18'	Specified lengths, 20'
No. 1:					
1 x 2	$42.00	$42.00	$44.00	$45.00	$46.00
3	42.00	42.00	44.00	45.00	46.00
4	42.00	42.00	44.00	45.00	46.00
5	42.00	42.00	44.00	45.00	46.00
6	44.00	44.00	46.00	47.00	48.00
7	44.00	44.00	46.00	47.00	48.00
8	44.00	44.00	46.00	47.00	48.00
9	44.00	44.00	46.00	47.00	48.00
10	45.00	45.00	47.00	48.00	49.00
12	47.00	47.00	49.00	50.00	51.00
1 x 5 and wider	43.00	43.00	45.00	46.00	47.00
1 x 6 and wider	44.00	44.00	46.00	47.00	48.00

TABLE 15—HEMLOCK BOARDS—ROUGH—LOADED ON CARS (NEW ENGLAND AND CANADIAN)—Con.

Grade	Random length, 6' to 20'	Specified lengths, 8' to 14'	Specified lengths, 16'	Specified lengths, 18'	Specified lengths, 20'
Merchantable:					
1 x 2	$39.00	$39.00	$41.00	$42.00	$43.00
3	39.00	39.00	41.00	42.00	43.00
4	39.00	39.00	41.00	42.00	43.00
5	39.00	39.00	41.00	42.00	43.00
6	41.00	41.00	43.00	44.00	45.00
7	41.00	41.00	43.00	44.00	45.00
8	41.00	41.00	43.00	44.00	45.00
9	41.00	41.00	43.00	44.00	45.00
10	42.00	42.00	44.00	45.00	46.00
12	44.00	44.00	46.00	47.00	48.00
1 x 5 and wider	40.00	40.00	42.00	43.00	44.00
1 x 6 and wider	41.00	41.00	43.00	44.00	45.00
No. 2:					
1 x 2	36.00	36.00	38.00	39.00	40.00
3	36.00	36.00	38.00	39.00	40.00
4	36.00	36.00	38.00	39.00	40.00
5	36.00	36.00	38.00	39.00	40.00
6	37.00	37.00	39.00	40.00	41.00
7	37.00	37.00	39.00	40.00	41.00
8	38.00	38.00	40.00	41.00	42.00
9	38.00	38.00	40.00	41.00	42.00
10	39.00	39.00	41.00	42.00	43.00
12	41.00	41.00	43.00	44.00	45.00
1 x 5 and wider	37.00	37.00	39.00	40.00	41.00
1 x 6 and wider	37.00	37.00	39.00	40.00	41.00
No. 3:					
1 x 2	33.00	33.00	35.00	36.00	37.00
3	33.00	33.00	35.00	36.00	37.00
4	33.00	33.00	35.00	36.00	37.00
5	33.00	33.00	35.00	36.00	37.00
6	35.00	35.00	37.00	38.00	39.00
7	35.00	35.00	37.00	38.00	39.00
8	35.00	35.00	37.00	38.00	39.00
9	35.00	35.00	37.00	38.00	39.00
10	36.00	36.00	38.00	39.00	40.00
12	38.00	38.00	40.00	41.00	42.00
1 x 5 and wider	34.00	34.00	36.00	37.00	38.00
1 x 6 and wider	35.00	35.00	37.00	38.00	39.00
No. 4:	4' to 20'				
1 x 4	26.00	26.00	28.00	29.00	30.00
5	26.00	26.00	28.00	29.00	30.00
6	26.00	26.00	28.00	29.00	30.00
7	26.00	26.00	28.00	29.00	30.00
8	26.00	26.00	28.00	29.00	30.00
9	26.00	26.00	28.00	29.00	30.00
10	26.00	26.00	28.00	29.00	30.00
12	26.00	26.00	28.00	29.00	30.00
No. 5:					
All widths and lengths	21.00				

ADDITIONS AND DEDUCTIONS PER M'BM TO THE ABOVE PRICES

	5,000 ft. B. M. or over, add—	1000–4999 ft. B. M.
For working:		
1. Cross cutting, for one cut	$1.00	$1.25
Each additional cut	1.00	1.25
2. Cross cutting square, to exact nonstandard length	3.00	3.25
3. Ripping straight for one cut	2.75	3.00
Each additional cut	2.75	3.00
4. Saw siding to exact width	2.75	3.00
5. Resawing, 4" and narrower, for one cut	4.00	4.25
6. Resawing, wider than 4", for one cut	3.00	3.25
7. Resawing, each additional cut	2.25	2.50
8. Dressing S1S, S2S, S1E, S2E	4.00	4.25
9. Dressing, S2S1E, S4S, S1S&M, S2S&M, S2S&SL, S2E1S)	5.00	5.25
10. Any standard dressing and beading 1 side	6.00	6.25
11. Any standard dressing and beading 2 sides	6.50	6.75
12. Working to other standard patterns	7.00	7.25
13. Any standard dressing and resawing	6.50	6.75
14. Resawing 1 cut and dressing each piece	7.50	7.75
15. Resawing 1 cut in center and bevel resawing each piece and bundling	7.00	7.25
16. Bundling	1.50	1.75
For width:		
17. For widths wider than listed: For each inch or fraction thereof over 12", to 12 in. price add $1.00.		
18. Specified fractional widths: Price as next wider standard width for which a price is provided and add the ripping charge.		
For length:		
19. For lengths longer than listed: For each 2 ft. or fraction thereof over 20 ft.; to 20 ft. price add $1.00.		
20. Specified fractional lengths longer than 10 ft.: Price and compute footage as next longer standard length and add the crosscutting charge.		
21. Specified fractional lengths shorter than 10 ft.: Price as shortest multiple for which a price is provided and add the crosscutting charge.		
For thickness:		
22. For 5/4 thickness: Use price for 1" of the same width and length.		
23. For 6/4 thickness: Use price for 1" of the same width and length.		
For condition:		
24. Loaded on trucks from sticks or planing mill, deduct $1.00.		
25. On sticks, deduct $2.00.		
26. Loaded on trucks from pit, deduct $2.00.		
For grade:		
27. "D" select and better, flat grain: Add to price of No. 1 Common $13.00.		
28. "D" select and better, vertical grain: Add to price of No. 1 common $18.00.		

TABLE 16—HEMLOCK DIMENSION—ROUGH—LOADED ON CARS (NEW ENGLAND AND CANADIAN)

[Dollars]

Grade	Random length, 6' to 24'	Specified length, 8' to 14'	Specified length, 16'	Specified length, 18'	Specified length, 20'	Specified length, 22'	Specified length, 24'
No. 1:							
2 x 3	40.00	40.00	42.00	43.00	44.00	45.00	46.00
4	40.00	40.00	42.00	43.00	44.00	45.00	46.00
5	40.00	40.00	42.00	43.00	44.00	45.00	46.00
6	42.00	42.00	44.00	45.00	46.00	47.00	48.00
7	42.00	42.00	44.00	45.00	46.00	47.00	48.00
8	42.00	42.00	44.00	45.00	46.00	47.00	48.00
9	42.00	42.00	44.00	45.00	46.00	47.00	48.00
10	42.00	42.00	44.00	45.00	46.00	47.00	48.00
12	44.00	44.00	46.00	47.00	48.00	49.00	50.00
Merchantable:							
2 x 3	37.00	37.00	39.00	40.00	41.00	42.00	43.00
4	37.00	37.00	39.00	40.00	41.00	42.00	43.00
5	37.00	37.00	39.00	40.00	41.00	42.00	43.00
6	39.00	39.00	41.00	42.00	43.00	44.00	45.00
7	39.00	39.00	41.00	42.00	43.00	44.00	45.00
8	39.00	39.00	41.00	42.00	43.00	44.00	45.00
9	39.00	39.00	41.00	42.00	43.00	44.00	45.00
10	39.00	39.00	41.00	42.00	43.00	44.00	45.00
12	41.00	41.00	43.00	44.00	45.00	46.00	47.00
No. 2:							
2 x 3	34.00	34.00	36.00	37.00	38.00	39.00	40.00
4	34.00	34.00	36.00	37.00	38.00	39.00	40.00
5	34.00	34.00	36.00	37.00	38.00	39.00	40.00
6	36.00	36.00	38.00	39.00	40.00	41.00	42.00
7	36.00	36.00	38.00	39.00	40.00	41.00	42.00
8	36.00	36.00	38.00	39.00	40.00	41.00	42.00
9	36.00	36.00	38.00	39.00	40.00	41.00	42.00
10	36.00	36.00	38.00	39.00	40.00	41.00	42.00
12	38.00	38.00	40.00	41.00	42.00	43.00	44.00
No. 3:							
2 x 3	29.00	29.00	31.00	32.00	33.00	34.00	35.00
4	29.00	29.00	31.00	32.00	33.00	34.00	35.00
5	29.00	29.00	31.00	32.00	33.00	34.00	35.00
6	31.00	31.00	33.00	34.00	35.00	36.00	37.00
7	31.00	31.00	33.00	34.00	35.00	36.00	37.00
8	31.00	31.00	33.00	34.00	35.00	36.00	37.00
9	31.00	31.00	33.00	34.00	35.00	36.00	37.00
10	31.00	31.00	33.00	34.00	35.00	36.00	37.00
12	33.00	33.00	35.00	36.00	37.00	38.00	39.00
No. 4:							
2 x 4	26.00	26.00	28.00	29.00	30.00	31.00	32.00
5	26.00	26.00	28.00	29.00	30.00	31.00	32.00
6	26.00	26.00	28.00	29.00	30.00	31.00	32.00
7	26.00	26.00	28.00	29.00	30.00	31.00	32.00
8	26.00	26.00	28.00	29.00	30.00	31.00	32.00
9	26.00	26.00	28.00	29.00	30.00	31.00	32.00
10	26.00	26.00	28.00	29.00	30.00	31.00	32.00
12	26.00	26.00	28.00	29.00	30.00	31.00	32.00
No. 5:							
All widths and lengths $21.00.							

ADDITIONS AND DEDUCTIONS PER M'BM TO ABOVE PRICES

	5,000 ft. B. M. or over, add—	1000–4999 ft. B. M.
For working:		
1. Crosscutting, for one cut	$1.00	$1.25
Each additional cut	.50	.75
2. Crosscutting square, to exact nonstandard length	3.00	3.25
3. Ripping straight for one cut	2.75	3.00
Each additional cut	2.75	3.00

ADDITIONS AND DEDUCTIONS PER M'BM TO ABOVE PRICES—continued

	5,000 ft. B. M. or over, add—	1000–4999 ft. B. M.
For working—Continued.		
4. Saw sizing to exact width	$2.75	$3.00
5. Resaw	3.00	3.25
6. Resawing, each additional cut	2.25	2.50
7. Dressing S1S, S2S, S1E, S2E	4.00	4.25
8. Dressing S2S1E, S4S, S1S+M, S2S+M, S2S+SL, S2E1S	5.00	5.25
9. Working to other standard patterns	7.00	7.25
For width:		
10. For widths wider than listed: For each inch or fraction thereof over 12"; to 12" price add $1.00.		
11. Specified fractional widths: Price as next wider standard width for which a price is provided and add the crosscutting charge.		
For length:		
12. For lengths longer than listed: For each 2 ft. or fraction thereof over 24 ft. to 24 ft. price add $1.00.		
13. Specified fractional lengths longer than 12 ft.: Price and compute footage as next longer standard length and add the crosscutting charge.		
14. Specified fractional lengths shorter than 12 ft.: Price as shortest multiple for which a price is provided and add the crosscutting charge.		
For grade:		
15. "D" select and better, flat grain: add to price of No. 1 common $13.00.		
16. "D" select and better, vertical grain: add to price of No. 1 common $18.00.		
For condition:		
17. Loaded on trucks from sticks or planing mill, deduct $1.00.		
18. On sticks, deduct $2.00.		
19. Loaded on trucks from pit, deduct $2.00.		

TABLE 17—HEMLOCK TIMBERS—ROUGH—LOADED ON CARS (NEW ENGLAND AND CANADIAN)

[Dollars]

Grade	Random length, 8' to 24'	Specified lengths, 8' to 14'	Specified lengths, 16'	Specified lengths, 18'	Specified lengths, 20'	Specified lengths, 22'	Specified lengths, 24'
No. 1:							
3 x 4	44.00	44.00	46.00	47.00	48.00	49.00	50.00
6	44.00	44.00	46.00	47.00	48.00	49.00	50.00
8	44.00	44.00	46.00	47.00	48.00	49.00	50.00
10	45.00	45.00	47.00	48.00	49.00	50.00	51.00
12	47.00	47.00	49.00	50.00	51.00	52.00	53.00
4 x 4	44.00	44.00	46.00	47.00	48.00	49.00	50.00
6	44.00	44.00	46.00	47.00	48.00	49.00	50.00
8	44.00	44.00	46.00	47.00	48.00	49.00	50.00
10	45.00	45.00	47.00	48.00	49.00	50.00	51.00
12	47.00	47.00	49.00	50.00	51.00	52.00	53.00
6 x 6	44.00	44.00	46.00	47.00	48.00	49.00	50.00
8	44.00	44.00	46.00	47.00	48.00	49.00	50.00
10	45.00	45.00	47.00	48.00	49.00	50.00	51.00
12	47.00	47.00	49.00	50.00	51.00	52.00	53.00
8 x 8	44.00	44.00	46.00	47.00	48.00	49.00	50.00
10	45.00	45.00	47.00	48.00	49.00	50.00	51.00
12	47.00	47.00	49.00	50.00	51.00	52.00	53.00
10 x 10	45.00	45.00	47.00	48.00	49.00	50.00	51.00
12	47.00	47.00	49.00	50.00	51.00	52.00	53.00
12 x 12	47.00	47.00	49.00	50.00	51.00	52.00	53.00
Merchantable:							
3 x 4	41.00	41.00	43.00	44.00	45.00	46.00	47.00
6	41.00	41.00	43.00	44.00	45.00	46.00	47.00
8	41.00	41.00	43.00	44.00	45.00	46.00	47.00
10	42.00	42.00	44.00	45.00	46.00	47.00	48.00
12	44.00	44.00	46.00	47.00	48.00	49.00	50.00
4 x 4	41.00	41.00	43.00	44.00	45.00	46.00	47.00
6	41.00	41.00	43.00	44.00	45.00	46.00	47.00
8	41.00	41.00	43.00	44.00	45.00	46.00	47.00
10	42.00	42.00	44.00	45.00	46.00	47.00	48.00
12	44.00	44.00	46.00	47.00	48.00	49.00	50.00
6 x 6	41.00	41.00	43.00	44.00	45.00	46.00	47.00
8	41.00	41.00	43.00	44.00	45.00	46.00	47.00
10	42.00	42.00	44.00	45.00	46.00	47.00	48.00
12	44.00	44.00	46.00	47.00	48.00	49.00	50.00
8 x 8	41.00	41.00	43.00	44.00	45.00	46.00	47.00
10	42.00	42.00	44.00	45.00	46.00	47.00	48.00
12	44.00	44.00	46.00	47.00	48.00	49.00	50.00
10 x 10	44.00	44.00	46.00	47.00	48.00	49.00	50.00
12	44.00	44.00	46.00	47.00	48.00	49.00	50.00
12 x 12	44.00	44.00	46.00	47.00	48.00	49.00	50.00
No. 2:							
3 x 4	36.00	36.00	38.00	39.00	40.00	41.00	42.00
6	37.00	37.00	39.00	40.00	41.00	42.00	43.00
8	38.00	38.00	40.00	41.00	42.00	43.00	44.00
10	39.00	39.00	41.00	42.00	43.00	44.00	45.00
12	41.00	41.00	43.00	44.00	45.00	46.00	47.00
4 x 4	36.00	36.00	38.00	39.00	40.00	41.00	42.00
6	37.00	37.00	39.00	40.00	41.00	42.00	43.00
8	38.00	38.00	40.00	41.00	42.00	43.00	44.00
10	39.00	39.00	41.00	42.00	43.00	44.00	45.00
12	41.00	41.00	43.00	44.00	45.00	46.00	47.00

TABLE 17—HEMLOCK TIMBERS—ROUGH—LOADED ON CARS (NEW ENGLAND AND CANADIAN—Continued

[Dollars]

Grade	Random length, 8' to 24'	Specified lengths, 8' to 14'	Specified lengths, 16'	Specified lengths, 18'	Specified lengths, 20'	Specified lengths, 22'	Specified lengths, 24'
No. 2—Con.							
6 x 6	37.00	37.00	39.00	40.00	41.00	42.00	43.00
8	38.00	38.00	40.00	41.00	42.00	43.00	44.00
10	39.00	39.00	41.00	42.00	43.00	44.00	45.00
12	41.00	41.00	43.00	44.00	45.00	46.00	47.00
8 x 8	38.00	38.00	40.00	41.00	42.00	43.00	44.00
10	39.00	39.00	41.00	42.00	43.00	44.00	45.00
12	41.00	41.00	43.00	44.00	45.00	46.00	47.00
10 x 10	39.00	39.00	41.00	42.00	43.00	44.00	45.00
12	41.00	41.00	43.00	44.00	45.00	46.00	47.00
12 x 12	41.00	41.00	43.00	44.00	45.00	46.00	47.00

ADDITIONS AND DEDUCTIONS FOR M'BM TO THE ABOVE PRICES

	5,000 ft. B. M. or over, add—	1,000–4,999 ft. B. M.
For working:		
1. Cross cutting, for one cut	$1.00	$1.25
Each additional cut	.50	.75
2. Cross cutting square, to exact nonstandard length	3.00	3.25
3. Ripping, straight, for one cut	2.75	3.00
Each additional cut	2.75	3.00
4. Saw sizing to exact width	2.75	3.00
5. Dressing S1S, S2S, S1E, S2E	4.00	4.25
6. Dressing S2S1E, S4S, S1S&M, S2S&M, S2S&SL, S2E1S)	5.00	5.25
For width:		
7. For widths wider than listed: For each inch or fraction thereof over 12"; to 12" price add $1.00.		
8. Specified fractional widths: Price as next wider standard width for which a price is provided and add the ripping charge.		
For length:		
9. For lengths longer than listed: For each 2 ft. or fraction thereof over 24 ft. to 24 ft. price add $1.00.		
10. Specified fractional lengths longer than 12 ft.: Price and compute footage as next longer standard length and add the cross-cutting charge.		
11. Specified fractional lengths shorter than 12 ft.: Price as shortest multiple for which a price is provided and add the cross-cutting charge.		
For thickness:		
12. 2½" thick: Compute footage as 2½" and use 3" price.		
13. For thickness greater than listed: For each inch or fraction thereof over 12"; add to the 12" price $1.00.		
For condition:		
14. Loaded on trucks from sticks or planing mill, deduct $1.00.		
15. On sticks, deduct $2.00.		
16. Loaded on trucks from pit, deduct $2.00.		

TABLE 18—ESTIMATED AVERAGE WEIGHTS FOR NEW ENGLAND AND IMPORTED HEMLOCK LUMBER

Rough	Dressed
Pounds per M'BM	*Pounds per M'BM*
4000	3000

SEC. 29. *Transportation addition on imported lumber (For domestic transportation addition, see section 5)—(a) General.* In the case of sales of imported Eastern hemlock lumber, the amount that may be added to the maximum base price for transportation is the railroad freight computed on the lowest through rate from the applicable basing point as prescribed below to the point of delivery in the United States.

(b) *Basing points.* Regardless of point of origin of shipments, the following basing points shall apply:

(1) For imported Eastern hemlock lumber delivered in the six New England States of Maine, New Hampshire, Vermont, Massachusetts, Connecticut, and Rhode Island, the basing point shall be Campbellton, New Brunswick.

(2) For imported Eastern hemlock lumber delivered in that part of the State of New York east of and including the Counties of St. Lawrence, Jefferson, Oswego, Onondaga, Cortland, and Broome, the basing point shall be Mont Laurier, Quebec.

(3) For imported hemlock lumber delivered in that part of the State of New York west of the Counties of Oswego, Onondaga, Cortland, and Broome, and in all other parts of the United States not covered above, the basing point shall be North Bay, Ontario.

(c) *Estimated weights.* The freight addition shall be computed on the basis of the estimated average weights set forth in Table 18 above, evened out to the nearest quarter of a dollar per M'BM.

(d) *Duty and import expenses.* No additions may be made to the maximum base price for duty or for any charges or fees incurred in importation.

ARTICLE VIII—APPENDIX E: NEW YORK, PENNSYLVANIA AND "APPALACHIAN" PRICE TABLES

SEC. 30. *Application of Appendix E.* This appendix applies to Eastern hemlock lumber which is shipped to the purchaser from mills located in the States of New York, Pennsylvania, Maryland, West Virginia, Kentucky, Virginia, Tennessee, North Carolina, South Carolina, and Georgia and sold on the specifications and on the grades designated in this section.

SEC. 31. *Grading rules.* Grade terms used herein have the meaning set forth in the "Official Grading Rules for Hemlock and Tamarack Lumber, and White Cedar Shingles" published by the Northern Hemlock and Hardwood Manufacturers' Association, effective June 27, 1941.

SEC. 32. *Maximum prices.* The maximum f. o. b. cars price per M'BM of Eastern Hemlock lumber in a rough air-dried condition produced in the States of New York, Pennsylvania, Maryland, West Virginia, Kentucky, Virginia, Tennessee, North Carolina, South Carolina and Georgia shall be as set forth below:

TABLE 19—HEMLOCK BOARDS—ROUGH—LOADED ON CARS (NEW YORK, PENNSYLVANIA, MARYLAND, WEST VIRGINIA, KENTUCKY, VIRGINIA, TENNESSEE, NORTH CAROLINA, SOUTH CAROLINA AND GEORGIA)

Grade	Random lengths, 6' to 20'	Specified lengths, 8' to 14'	Specified lengths, 16'	Specified lengths, 18'	Specified lengths, 20'
No. 1:					
1 x 2	$45.00	$45.00	$47.00	$48.00	$49.00
3	45.00	45.00	47.00	48.00	49.00
4	45.00	45.00	47.00	48.00	49.00
5	45.00	45.00	47.00	48.00	49.00
6	47.00	47.00	49.00	50.00	51.00
7	47.00	47.00	49.00	50.00	51.00
8	47.00	47.00	49.00	50.00	51.00
9	47.00	47.00	49.00	50.00	51.00
10	48.00	48.00	50.00	51.00	52.00
12	50.00	50.00	52.00	53.00	54.00
1 x 5 and wider	46.00	46.00	48.00	49.00	50.00
1 x 6 and wider	47.00	47.00	49.00	50.00	51.00
Merchantable:					
1 x 2	42.00	42.00	44.00	45.00	46.00
3	42.00	42.00	44.00	45.00	46.00
4	42.00	42.00	44.00	45.00	46.00
5	42.00	42.00	44.00	45.00	46.00
6	44.00	44.00	46.00	47.00	48.00

TABLE 19—Continued

Grade	Random lengths, 6' to 20'	Specified lengths, 8' to 14'	Specified lengths, 16'	Specified lengths, 18'	Specified lengths, 20'
Merchantable—Con.					
1 x 7	$44.00	$44.00	$46.00	$47.00	$48.00
8	44.00	44.00	46.00	47.00	48.00
9	44.00	44.00	46.00	47.00	48.00
10	45.00	45.00	47.00	48.00	49.00
12	47.00	47.00	49.00	50.00	51.00
1 x 5 and wider	43.00	43.00	45.00	46.00	47.00
1 x 6 and wider	44.00	44.00	46.00	47.00	48.00
No. 2:					
1 x 2	39.00	39.00	41.00	42.00	43.00
3	39.00	39.00	41.00	42.00	43.00
4	39.00	39.00	41.00	42.00	43.00
5	39.00	39.00	41.00	42.00	43.00
6	40.00	40.00	42.00	43.00	44.00
7	40.00	40.00	42.00	43.00	44.00
8	41.00	41.00	43.00	44.00	45.00
9	41.00	41.00	43.00	44.00	45.00
10	42.00	42.00	44.00	45.00	46.00
12	44.00	44.00	46.00	47.00	48.00
1 x 5 and wider	40.00	40.00	42.00	43.00	44.00
1 x 6 and wider	40.00	40.00	42.00	43.00	44.00
No. 3:					
1 x 2	36.00	36.00	38.00	39.00	40.00
3	36.00	36.00	38.00	39.00	40.00
4	36.00	36.00	38.00	39.00	40.00
5	36.00	36.00	38.00	39.00	40.00
6	38.00	38.00	40.00	41.00	42.00
7	38.00	38.00	40.00	41.00	42.00
8	38.00	38.00	40.00	41.00	42.00
9	38.00	38.00	40.00	41.00	42.00
10	39.00	39.00	41.00	42.00	43.00
12	41.00	41.00	43.00	44.00	45.00
1 x 5 and wider	37.00	37.00	39.00	40.00	41.00
1 x 6 and wider	38.00	38.00	40.00	41.00	42.00
No. 4:					
1 x 4	26.00	26.00	28.00	29.00	30.00
5	26.00	26.00	28.00	29.00	30.00
6	26.00	26.00	28.00	29.00	30.00
7	26.00	26.00	28.00	29.00	30.00
8	26.00	26.00	28.00	29.00	30.00
9	26.00	26.00	28.00	29.00	30.00
10	26.00	26.00	28.00	29.00	30.00
12	26.00	26.00	28.00	29.00	30.00
No. 5: All widths and lengths $21.00.					

ADDITIONS AND DEDUCTIONS PER M'BM TO THE ABOVE PRICES

	5,000 feet B. M. or over, add—	1,000–4,999 feet B. M.
For working:		
1. Cross cutting, for one cut	$1.00	$1.25
Each additional cut	1.00	1.25
2. Cross cutting square, to exact non-standard length	3.00	3.25
3. Ripping straight for one cut	2.75	3.00
Each additional cut	2.75	2.75
4. Saw sizing to exact width	2.75	3.00
5. Resawing, 4" and narrower	4.00	4.25
6. Resawing, wider than 4"	3.00	3.25
7. Resawing, each additional cut	2.25	2.50
8. Dressing S1S, S2S, S1E, S2E	4.00	4.25
9. Dressing S2S1E, S4S, S1S+M, S2S+SL, S2E1S, S2S+M	5.00	5.25
10. Any standard dressing and beading 1 side	6.00	6.25
11. Any standard dressing and beading 2 sides	6.50	6.75
12. Working to other standard patterns	7.00	7.25
13. Any standard dressing and resawing	6.50	6.75
14. Resawing one cut and dressing each piece	7.50	7.75
15. Resawing one cut in center and bevel resawing each piece and bundling	7.00	7.25
16. Bundling	1.50	1.75
For width:		
17. For widths wider than listed: For each inch or fraction thereof over 12 inches; to 12 inch price add $1.00.		
18. Specified fractional widths: Price as next wider standard width for which a price is provided and add the ripping charge.		
For length:		
19. For lengths longer than listed: For each 2 ft. or fraction thereof over 20 ft.; to 20 ft. price add $1.00.		
20. Specified fractional lengths longer than 10 ft.: Price and compute footage as next longer standard length and add the cross-cutting charge.		
21. Specified fractional lengths shorter than 10 ft.: Price as shortest multiple for which a price is provided and add the cross-cutting charge.		

For thickness:
22. For 5/4 thickness: Use price for 1" of the same width and length.
23. For 6/4 thickness: Use price for 1" of the same width and length.

For grade:
24. "D" select and better, flat grain: Add to price of No. 1 common $13.00.
25. "D" select and better, vertical grain: Add to price of No. 1 common $18.00.

For condition:
26. Loaded on trucks from sticks or planing mill, deduct $1.00.
27. On sticks, deduct $2.00.
28. Loaded on trucks from pit, deduct $2.00.

TABLE 20—HEMLOCK DIMENSION—ROUGH—LOADED ON CARS (NEW YORK, PENNSYLVANIA, MARYLAND, WEST VIRGINIA, KENTUCKY, VIRGINIA, TENNESSEE, NORTH CAROLINA, SOUTH CAROLINA AND GEORGIA)

Grade	Random lengths, 6' to 24'	Specified lengths, 8' to 14'	Specified lengths, 16'	Specified lengths, 18'	Specified lengths 20'	Specified lengths, 22'	Specified lengths, 24'
No. 1:							
2 x 3	$43	$43	$45	$46	$47	$48	$49
4	43	43	45	46	47	48	49
5	43	43	45	46	47	48	49
6	45	45	47	48	49	50	51
7	45	45	47	48	49	50	51
8	45	45	47	48	49	50	51
9	45	45	47	48	49	50	51
10	45	45	47	48	49	50	51
12	47	47	49	50	51	52	53
Merchantable:							
2 x 3	40	40	42	43	44	45	46
4	40	40	42	43	44	45	46
5	40	40	42	43	44	45	46
6	42	42	44	45	46	47	48
7	42	42	44	45	46	47	48
8	42	42	44	45	46	47	48
9	42	42	44	45	46	47	48
10	42	42	44	45	46	47	48
12	44	44	46	47	48	49	50
No. 2:							
2 x 3	37	37	39	40	41	42	43
4	37	37	39	40	41	42	43
5	37	37	39	40	41	42	43
6	39	39	41	42	43	44	45
7	39	39	41	42	43	44	45
8	39	39	41	42	43	44	45
9	39	39	41	42	43	44	45
10	39	39	41	42	43	44	45
12	41	41	43	44	45	46	47
No. 3:							
2 x 3	32	32	34	35	36	37	38
4	32	32	34	35	36	37	38
5	32	32	34	35	36	37	38
6	34	34	36	37	38	39	40
7	34	34	36	37	38	39	40
8	34	34	36	37	38	39	40
9	34	34	36	37	38	39	40
10	34	34	36	37	38	39	40
12	36	36	38	39	40	41	42
No. 4:							
2 x 4	26	26	28	29	30	31	32
5	26	26	28	29	30	31	32
6	26	26	28	29	30	31	32
7	26	26	28	29	30	31	32
8	26	26	28	29	30	31	32
9	26	26	28	29	30	31	32
10	26	26	28	29	30	31	32
12	26	26	28	29	30	31	32
No. 5: All widths and lengths $21.							

ADDITIONS AND DEDUCTIONS PER M'BM TO THE ABOVE PRICES

	5,000 feet BM or over, add—	1,000–4,999 feet BM
For working:		
1. Cross cutting for one cut	$1.00	$1.25
Each additional cut	.50	.75
2. Cross cutting square, to exact nonstandard length	3.00	3.25
3. Ripping straight for one cut	2.75	3.00
Each additional cut	2.75	3.00
4. Saw sizing to exact width	2.75	3.00
5. Resaw	3.00	3.25
Each additional cut	2.25	2.50
6. Dressing S1S, S2S, S1E, S2E	4.00	4.25
7. Dressing S2S1E, S4S, S1S+M S2S+SL, S2E1S, S2S+M	5.00	5.25
8. Working to other standard patterns	7.00	7.25

For width:
9. For widths wider than listed: For each inch or fraction thereof over 12"; to 12" price add $1.00.
10. Specified fractional widths: Price as next wider standard width for which a price is provided and add the crosscutting charge.

For length:
11. For lengths longer than listed: For each 2 ft. or fraction thereof over 24 ft.; to 24 ft. price add $1.00.
12. Specified fractional lengths longer than 12 ft.: Price and compute footage as next longer standard length and add the crosscutting charge.
13. Specified fractional lengths shorter than 12 ft.: Price as shortest multiple for which a price is provided and add the crosscutting charge.

For grade:
14. "D" select and better, flat grain: Add to price of No. 1 common $13.00.
15. "D" select and better, vertical grain: Add to price of No. 1 common $18.00.

For condition:
16. Loaded on trucks from sticks or planing mill, deduct $1.00.
17. On sticks, deduct $2.00.
18. Loaded on trucks from pit, deduct $2.00.

TABLE 21—HEMLOCK TIMBERS ROUGH—LOADED ON CARS (NEW YORK, PENNSYLVANIA, MARYLAND, WEST VIRGINIA, KENTUCKY, VIRGINIA, TENNESSEE, NORTH CAROLINA, SOUTH CAROLINA AND GEORGIA)

Grade	Random lengths, 8' to 24'	Specified lengths, 8' to 14'	Specified lengths, 16'	Specified lengths, 18'	Specified lengths, 20'	Specified lengths, 22'	Specified lengths, 24'
No. 1:							
3 x 4	$47	$47	$49	$50	$51	$52	$53
6	47	47	49	50	51	52	53
8	47	47	49	50	51	52	53
10	48	48	50	51	52	53	54
12	50	50	52	53	54	55	56
4 x 4	47	47	49	50	51	52	53
6	47	47	49	50	51	52	53
8	47	47	49	50	51	52	53
10	48	48	50	51	52	53	54
12	50	50	52	53	54	55	56
6 x 6	47	47	49	50	51	52	53
8	47	47	49	50	51	52	53
10	48	48	50	51	52	53	54
12	50	50	52	53	54	55	56
8 x 8	47	47	49	50	51	52	53
10	48	48	50	51	52	53	54
12	50	50	52	53	54	55	56
10 x 10	48	48	50	51	52	53	54
12	50	50	52	53	54	55	56
12 x 12	50	50	52	53	54	55	56
Merchantable:							
3 x 4	44	44	46	47	48	49	50
6	44	44	46	47	48	49	50
8	44	44	46	47	48	49	50
10	45	45	47	48	49	50	51
12	47	47	49	50	51	52	53
4 x 4	44	44	46	47	48	49	50
6	44	44	46	47	48	49	50
8	44	44	46	47	48	49	50
10	45	45	47	48	49	50	51
12	47	47	49	50	51	52	53
6 x 6	44	44	46	47	48	49	50
8	44	44	46	47	48	49	50
10	45	45	47	48	49	50	51
12	47	47	49	50	51	52	53
8 x 8	44	44	46	47	48	49	50
10	45	45	47	48	49	50	51
12	47	47	49	50	51	52	53
10 x 10	45	45	47	48	49	50	51
12	47	47	49	50	51	52	53
12 x 12	47	47	49	50	51	52	53
No. 2:							
3 x 4	39	39	41	42	43	44	45
6	40	40	42	43	44	45	46
8	41	41	43	44	45	46	47
10	42	42	44	45	46	47	48
12	44	44	46	47	48	49	50
4 x 4	39	39	41	42	43	44	45
6	40	40	42	43	44	45	46
8	41	41	43	44	45	46	47
10	42	42	44	45	46	47	48
12	44	44	46	47	48	49	50
6 x 6	40	40	42	43	44	45	46
8	41	41	43	44	45	46	47
10	42	42	44	45	46	47	48
12	44	44	46	47	48	49	50
8 x 8	41	41	43	44	45	46	47
10	42	42	44	45	46	47	48
12	44	44	46	47	48	49	50
10 x 10	42	42	44	45	46	47	48
12	44	44	46	47	48	49	50
12 x 12	44	44	46	47	48	49	50

ADDITIONS AND DEDUCTIONS PER M' BM TO THE ABOVE PRICES

	5,000 feet BM or over, add—	1,000–4,999 feet BM
For working:		
1. Crosscutting for one cut	$1.00	$1.25
Each additional cut	.50	.75
2. Crosscutting square to exact nonstandard length	3.00	3.25
3. Ripping, straight for one cut	2.75	3.00
Each additional cut	2.75	3.00
4. Saw sizing to exact width	2.75	3.00
5. Dressing S1S, S2S, S1E, S2E	4.00	4.25
6. Dressing S2S1E, S4S, S1S+M, S2S+S1L, S2E1S	5.00	5.25
For width:		
7. For widths wider than listed: For each inch or fraction thereof over 12", to 12" price, add $1.00.		
8. Specified fractional widths: Price as next wider standard width for which a price is provided and add the ripping charge.		
For length:		
9. For lengths longer than listed: For each 2 ft. or fraction thereof over 24 ft. to 24 ft. price, add $100.		
10. Specified fractional lengths longer than 12 ft.: Price and compute footage as next longer standard length and add the crosscutting charge.		
11. Specified fractional lengths shorter than 12 ft.: Price as shortest multiple for which a price is provided and add the crosscutting charge.		
For thickness:		
12. 2½" thick: Compute footage as 2½" and use 3" price.		
13. For thickness greater than listed: For each inch or fraction thereof over 12", add to the 12" price $1.00.		
For condition:		
14. Loaded on trucks from sticks or planing mill, deduct $1.00.		
15. On sticks, deduct $2.00.		
16. Loaded on trucks from pit, deduct $2.00.		

TABLE 22—ESTIMATED AVERAGE WEIGHTS FOR NEW YORK, PENNSYLVANIA, MARYLAND, WEST VIRGINIA, KENTUCKY, VIRGINIA, TENNESSEE, NORTH CAROLINA, SOUTH CAROLINA AND GEORGIA HEMLOCK

LUMBER

Rough	Dressed
Pounds per M'BM 4000	*Pounds per M'BM* 3000

ARTICLE IX—APPENDIX F: OTTAWA VALLEY WHITE AND NORWAY PINE PRICE TABLES

SEC. 33. *Application of Appendix F.* This section applies to white and Norway pine lumber which is shipped to a purchaser in the United States from mills located in that part of the Province of Ontario, east of the 85th meridian, and sold on the specifications and on the grades designated below.

SEC. 34. *Grading rules.* Grade terms used herein have the meaning set forth in the "Official Grading Rules for White Pine and Red or Norway Pine" adopted by the members of the White Pine Bureau, Toronto, Ontario, published July, 1940.

SEC. 35. *Maximum prices.* The maximum price, f. o. b. Niagara Falls, N. Y., for 1,000 feet board measure of Ottawa Valley white and Norway pine lumber in a rough air-dried condition shall be as follows:

TABLE 23—WHITE PINE (OTTAWA VALLEY)

C SELECT AND BETTER

Thickness (inches)	Width (inches)	Length (feet)	Price per M'BM
1	4/6	6/9	$75.50
1	6	6/9	80.25
1	7 and wider	6/9	89.25
1¼	4 and wider	6/9	102.75
1½	4 and wider	6/9	102.75
2	4 and wider	6/9	102.75
1	4/6	10/16	87.50
1	6	10/16	92.00
1	7 and wider (av. 8")	40/16	105.50
1¼	4/6	10/16	112.00
1½	4/6	10/16	112.00
2	4/6	10/16	112.00
1¼	7 and wider (av. 8½)	10/16	134.75
1½	7 and wider (av. 8½)	10/16	134.75
2	7 and wider (av. 8½)	10/16	134.75
3	6 and wider	10/16	180.25

D SELECTS

1	4/6	6/9	$68.25
1	7 and wider	6/9	77.50
1¼	4 and wider	6/9	77.50
1½	4 and wider	6/9	77.50
2	4 and wider	6/9	77.50
1	4	10/16	77.50
1	5	10/16	77.50
1	6	10/16	80.25
1	4/6	10/16	78.25
1	8	10/16	82.75
1	10	10/16	92.00
1	12	10/16	110.25
1	7 and wider	10/16	84.75
1¼	4/6	10/16	85.50
1¼	7 and wider	10/16	105.25
1½	4/6	10/16	85.50
1½	7 and wider	10/16	105.25
2	4/6	10/16	89.25
2	7 and wider	10/16	107.50
2½	6 and wider	8/16	134.75
3	6 and wider	8/16	139.25
4	6 and wider	8/16	143.75

NO. 1 CUTS

1¼	6 and wider	8/16	$98.25
1½	6 and wider	8/16	116.50
2	6 and wider	8/16	116.50

NO. 2 CUTS

1¼	6 and wider	8/16	$80.25
1½	6 and wider	8/16	90.50
2	6 and wider	8/16	96.50

NO. 3 CUTS

1	6 and wider	6/16	$55.50
1¼	6 and wider	6/16	62.00
1½	6 and wider	6/16	70.25
2	6 and wider	6/16	70.25
2½+3	6 and wider	6/16	84.75

NO. 1 AND 2 CUTS

1	6 and wider	8/16	$71.00
1¼	6 and wider	8/16	93.75
1½	6 and wider	8/16	106.50
2	6 and wider	8/16	106.50
2½	6 and wider	8/16	122.75
3	6 andwider	8/16	122.75

NO. 1, 2, AND 3 CUTS (⅓ EACH)

1	6 and wider	8/16	$66.50
1¼	6 and wider	8/16	84.75
1½	6 and wider	8/16	94.75
2	6 and wider	8/16	94.75

NO. 1 AND 2 COMMON

1	4 and wider	6/7	$53.75
1	4	8/16	65.50
1	5	8/16	63.75
1	6	8/16	63.75
1	7	8/16	63.75
1	8	8/16	65.50
1	9	8/16	67.50
1	10	8/16	76.50
1	11	8/16	82.00
1	12	8/16	86.50
1¼, 1½, 2	4 and wider	6/7	66.50

TABLE 23—WHITE PINE (OTTAWA VALLEY)—Continued.

NO. 1 AND 2 COMMON—con.

Thickness (inches)	Width (inches)	Length (feet)	Price per M'BM
1¼, 1½, 2	4	8/16	$69.25
1¼, 1½, 2	5	8/16	67.50
1¼, 1½, 2	6	8/16	67.50
1¼, 1½, 2	7	8/16	67.50
1¼, 1½, 2	8	8/16	69.25
1¼, 1½, 2	9	8/16	71.00
1¼, 1½, 2	10	8/16	81.00
1¼, 1½, 2	11	8/16	88.25
1¼, 1½, 2	12	8/16	92.75
3	4	8/16	71.00
3	6	8/16	71.00
3	8	8/16	72.75
3	10	8/16	84.75
3	12	8/16	94.75
4	4	8/16	72.75
4	6	8/16	72.75
4	8	8/16	72.75
4	10	8/16	84.75
4	12	8/16	94.75
5	5	8/16	84.75
6	6	8/16	86.50

SELECTED NO. 3 COMMON (80% UPPER END NO. 3)

1	4	8/16	$57.50
1	5	8/16	57.50
1	6	8/16	60.25
1	8	8/16	60.25
1	9	8/16	60.25
1	10	8/16	62.00
1	11	8/16	65.50
1	12	8/16	65.50
1¼, 1½, 2	4	8/16	59.25
1¼, 1½, 2	5	8/16	59.25
1¼, 1½, 2	6	8/16	62.00
1¼, 1½, 2	8	8/16	62.00
1¼, 1½, 2	9	8/16	62.00
1¼, 1½, 2	10	8/16	63.75
1¼, 1½, 2	11	8/16	67.50
1¼, 1½, 2	12	8/16	67.50

NO. 3 COMMON

1	4	6/16	$52.75
1	5	6/16	52.75
1	6	6/16	55.50
1	7	6/16	55.50
1	8	6/16	55.50
1	9	6/16	55.50
1	10	6/16	57.50
1	11	6/16	60.25
1	12	6/16	60.25
1¼, 1½, 2	4	6/16	54.75
1¼, 1½, 2	5	6/16	54.75
1¼, 1½, 2	6	6/16	57.50
1¼, 1½, 2	7	6/16	57.50
1¼, 1½, 2	8	6/16	57.50
1¼, 1½, 2	9	6/16	57.50
1¼, 1½, 2	10	6/16	59.25
1¼, 1½, 2	11	6/16	62.00
1¼, 1½, 2	12	6/16	62.00
3	4	10/16	57.50
3	5	10/16	57.50
3	6	10/16	59.25
3	7	10/16	59.25
3	8	10/16	59.25
3	9	10/16	60.25
3	10	10/16	61.00
3	11	10/16	62.75
3	12	10/16	62.75

NO. 4 COMMON

1	4/9	6/16	$50.25
1	4	6/16	49.25
1	5	6/16	50.25
1	6	6/16	51.00
1	7	6/16	51.00
1	8	6/16	52.75
1	9	6/16	52.75
1	10	6/16	53.75
1	11	6/16	53.75
1	12	6/16	55.50
1¼, 1½, 2, 3	4/9	6/16	52.00
1¼, 1½, 2, 3	4	6/16	51.00
1¼, 1½, 2, 3	5	6/16	52.00
1¼, 1½, 2, 3	6	6/16	52.75
1¼, 1½, 2, 3	7	6/16	52.75
1¼, 1½, 2, 3	8	6/16	54.75
1¼, 1½, 2, 3	9	6/16	54.75
1¼, 1½, 2, 3	10	6/16	55.50
1¼, 1½, 2, 3	11	6/16	56.50
1¼, 1½, 2, 3	12	6/16	57.50

TABLE 23—WHITE PINE (OTTAWA VALLEY)—Continued.

NO. 5 COMMON

Thickness (inches)	Width (inches)	Length (feet)	Price per M'BM
1	4/9	6/16	$46.50
1	10/12	6/16	50.25
1¼, 1½, 2, 3	4/9	6/16	46.50
1¼, 1½, 2, 3	10/12	6/16	50.25

TABLE 23—WHITE PINE (OTTAWA VALLEY)—Continued.

NO. 6 COMMON

Thickness (inches)	Width (inches)	Length (feet)	Price Per M'BM
1	4/9	6/16	$37.50
1	4 and wider	6/16	38.25
1	10 and wider	6/16	39.25
1¼	4 and wider	6/16	35.50
1½	4 and wider	6/16	38.25
2	4 and wider	6/16	41.00
3	4 and wider	6/16	41.00

TABLE 24—NORWAY PINE—ROUGH (OTTAWA VALLEY)

CLEAR AND CLEAR FACE

Thickness (inches)	Width (inches)	Length (feet)	Price per M'BM
1	4/6	6 and up	$68.50
1	7 and up	6 and up	77.50
1¼	4/6	6 and up	73.00
1½	4/6	6 and up	73.00
2	4/6	6 and up	73.00
1¼	7 and up	6 and up	82.00
1½	7 and up	6 and up	82.00
2	7 and up	6 and up	82.00

GRADE: MERCHANTABLE

Thickness (inches)	Length	Width 4"	5"	6"	7"	8"	9"	10"	11"	12"
1	R/L	$50.25	$50.25	$51.25		$52.00		$53.75		$57.50
1¼, 1½, 2	R/L	52.00	50.25	53.00	$53.75	53.75	$55.75	55.75	$59.25	59.25
3	R/L	53.00		53.75	53.75	55.75	59.25	59.25	61.25	61.25
4	R/L	54.75		55.75	57.50	57.50	61.25	61.25	63.00	63.00

GRADE: NO. 1 AND NO. 2 CULLS

Thickness (inches)	Length	Width 4"	5"	6"	8"	10"	12"
1	R/L	$42.00	$42.00	$43.75	$44.75	$45.75	$45.75
1¼, 1½, 2	R/L	43.75	43.75	43.75	44.75	45.75	45.75
3	R/L	43.75		44.75	46.50	47.50	47.50
4	R/L	43.75		44.75	46.50	47.50	47.50

ADDITIONS AND DEDUCTIONS PER M'BM TO THE ABOVE PRICES

	5,000 feet BM	4,999 feet or less
For working:		
1. Cross cutting, for one cut, add	$1.00	$1.25
Each additional cut, add	1.00	1.25
2. Cross cutting square to exact non-standard length, add	3.00	3.25
3. Ripping, straight for one cut, add	2.75	3.00
Each additional cut, add	2.75	3.00
4. Saw sizing to exact width, add	2.75	3.00
5. Resawing, 4" and narrower, add	4.00	4.25
6. Resawing, 4" and wider, add	3.00	3.25
Each additional cut, add	2.25	2.50
7. Dressing S1S, S2S, S1E, S2E, add	4.00	4.25
8. Dressing, S2S1E, S4S, S1S+M, S2S+SL, S2E1S, S2S+M, add	5.00	5.25
9. Any standard dressing and beading one side, add	6.00	6.25
10. Any standard dressing and beading two sides, add	6.50	6.75
11. Working to other standard patterns, add	7.00	7.25
12. Any standard dressing and resawing, add	6.50	6.75
13. Resawing one cut and dressing each piece, add	7.50	7.75
14. Resawing one cut in center, bevel resawing each piece, and bundling, add	7.00	7.25
15. Bundling, add	1.50	1.75
16. Bundling, exact specified lengths shorter than 8', add	2.00	2.25
For width: (white pine only):		
17. 1 x 7 and wider 10/16 C select and better; for each one inch over 8 inches in average width, add $2.00.		
18. 1¼ x 7 and wider 10/16 C select and better; 1½ x 7 and wider 10/16 C select and better; 2 x 7 and wider 10/16 C select and better; for each one inch over 8½ inches in average width, add $5.00.		
For grade: (white pine only):		
19. B & better: for 4/4, to the price of C & better add $10.00.		
B & better: for 5/4 and thicker, to the price of C & better add $15.00.		
For thickness: (Norway pine only):		
20. Scant thickness: 8/4 scant thickness deduct $2.00.		
For length:		
21. Specified lengths, one length add $1.00.		

TABLE 25—ESTIMATED AVERAGE WEIGHTS FOR OTTAAW VALLEY WHITE AND NORWAY PINE LUMBER

	Rough, pounds per M'BM	Dressed, pounds per M'BM
White pine	2,500	2,000
Norway	3,000	2,500

SEC. 36. *Transportation adjustment.* In the case of shipments of Ottawa Valley white or Norway pine to destinations in the United States other than Niagara Falls, N. Y., the maximum delivered price shall be computed as follows: From the maximum price, f. o. b. Niagara Falls, N. Y., deduct railroad freight from the point of shipment to Niagara Falls, N. Y., and add freight from point of shipment to destination. Freight shall be calculated on the lowest through rate and on the applicable estimated average weights set forth in Table 25 above. The final amount shall be evened out to the nearest quarter of a dollar per M'BM. No additions may be made in the maximum prices for the duty or for any charge or fees incurred in importation.

NOTE: All reporting and record-keeping requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Effective date. This regulation shall become effective July 17, 1944, except that:

(a) If lumber has been received before July 17, 1944, by a carrier other than one owned or controlled by the seller, for shipment to a buyer, that shipment is not subject to this revised regulation. It remains subject to the terms of the earlier regulation, Second Revised Maximum Price Regulation 219.

(b) If this regulation lowers any maximum price below that fixed in the earlier regulation, contracts that were in existence before the date of issuance of this revised regulation at lawful prices may be completed according to their terms, if delivery is made on or before August 17, 1944.

NOTE: The mere fact that this revised regulation increases some maximum prices does not of itself allow any seller to apply the higher prices to existing uncompleted contracts without the consent of the buyer. The regulation permits the making of certain adjustable pricing agreements to cover such situations. Apart from that, increasing prices in existing uncompleted contracts to the level of increased maximum prices in the regulation is purely a matter of agreement between buyer and seller.

Issued this 17th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-10586; Filed, July 17, 1944; 11:56 a. m.]

PART 1394—RATIONING OF FUEL AND FUEL PRODUCTS

[RO 14A,[1] Amdt. 2]

FIREWOOD AND COAL IN THE PACIFIC NORTHWEST

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Ration Order 14A is amended in the following respects:

1. Section 7 (a) is amended to read as follows:

(a) No dealer may deliver firewood or coal to a consumer and no consumer may receive such delivery, unless at or before the time of delivery the consumer has placed an order with the dealer for the fuel and furnished him with a signed statement bearing the date it is furnished and giving the following information:

(1) The kinds of fuel the consumer uses (such as firewood, coal, gas, electricity, fuel oil, etc.), the purposes for which they are used, and the address of the premises where they are to be used.

(2) The amount of each kind of fuel (except fuel oil, gas or electricity) the consumer has on hand and his estimated annual fuel needs for each kind of fuel (except fuel oil, gas or electricity) for each purpose for which he uses such fuel.

(3) That the consumer has no other order outstanding with another dealer for a delivery of firewood or coal to be used for heat, domestic hot water, or domestic cooking, except as permitted by this order or an appropriate Regional Administrative Exception Order.

2. Section 7 (b) is amended to read as follows:

(b) A consumer may, at the election of the dealer, comply with the following requirements instead of furnishing him, at or before each delivery, with the statement required by paragraph (a).

(1) Before the first delivery is made or received the consumer shall furnish the dealer with a signed master statement bearing the date it is furnished and giving all the information required by paragraph (a).

(2) Thereafter, further deliveries may be made by the dealer and received by the consumer if the consumer, at or before the time of delivery, furnishes the dealer with the information required by paragraph (a), either orally or in writing. If the notice is given orally, the dealer shall make a record of the information thus received. However, if the information given in the master statement is no longer current with respect to the purposes for which the fuels are used, the address of the premises where they are to be used, or the consumer's estimated annual fuel needs for any kind of fuel (except fuel oil, gas or electricity), no further deliveries may be made or received until the consumer has furnished the dealer with a new signed master statement bearing the date it is furnished and giving all the information required by paragraph (a).

If a dealer permits one consumer to comply with the requirements of this paragraph (b) instead of furnishing, at or before each delivery, the statement required by paragraph (a), he shall permit all consumers to do so.

3. Paragraphs (c), (d), (e), and (f) of section 7 are redesignated (d), (e), (f), and (g), respectively.

4. Section 7 (c) is added to read as follows:

(c) The dealer shall keep a record showing for each consumer, the date of each order, the priority given to it under section 8, and the amount and date of each delivery. No dealer may deliver firewood or coal to a consumer if he knows or has reason to believe that the information furnished him by the consumer under this section is not correct.

5. Section 7 (f) is amended to read as follows:

(f) Each dealer shall retain at his place of business each statement or notice he receives from a consumer, and all records required to be kept, under this section, for at least one year and must keep them available for inspection by authorized representatives or agents of the Office of Price Administration.

This amendment shall become effective July 20, 1944.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.; Pub. Law 421, 77th Cong.; WPB Dir. No. 1, 7 F.R. 562, Supp. Dir. No. 1–U, 8 F.R. 1835; E.O. 9125, 7 F.R. 2719)

Issued this 17th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–10593; Filed, July 17, 1944; 11:58 a. m.]

PART 1394—RATIONING OF FUEL AND FUEL PRODUCTS

[RO 5C,[1] Amdt. 136]

MILEAGE RATIONING; GASOLINE REGULATIONS

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Ration Order 5C is amended in the following respects:

Section 1394.8102 (h) (2) is amended by adding to the present text the following sentences:

No transferee who acquires a motor vehicle for the purpose of resale may act as agent of the transferor in surrendering a ration to obtain a receipt on Form OPA R–569, and no receipt shall be issued to such transferee unless he obtains from the transferor at the time such vehicle is acquired a certification executed in accordance with the provisions of this subparagraph and surrenders it to the Board with the ration. Such certification shall be dated as of the date of its execution and shall be signed by the transferor and transferee. In such certification the transferor shall state the number and type of coupons and the gallonage value of any ration check or other ration evidence surrendered to the transferee and the transferee shall acknowledge receipt of such ration evidences and shall state that he undertakes to deliver them to the appropriate Board. The following form or like form will be sufficient as such certification:

This is to certify that I, _____ (transferor) _____, have this the _____ (address) day of _____, 19___, transferred to _____ (transferee) _____ (address) one motor vehicle described as follows:

Make _____
Body style _____
Motor number _____
Registration number _____
State _____

and that I have surrendered to the transferee the following gasoline rations issued for use with such vehicle:

Number and type of coupons _____
Total gallonage value:
Gasoline purchase permits _____
Ration check _____

The transferor herewith certifies that the rations listed herein are the total outstanding rations issued for use with such vehicle and the transferee acknowledges the receipt of such rations and undertakes to deliver them to the appropriate local War Price and Rationing Board.

Executed this _____ day of _____ 19___.

_____ (signed)
Transferor

_____ (signed)
Transferee

This amendment shall become effective July 21, 1944.

(Pub. Law 671, 76th Cong.; as amended by Pub. Laws 89, 421, 507, 77th Cong.; WPB Dir. No. 1, Supp. Dir. No. 1Q, 7 F.R. 562, E.O. 9125, 7 F.R. 2719)

Issued this 17th day of July 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–10594; Filed, July 17, 1944; 11:53 a. m.]

PART 1408—GLASS AND GLASS CONTAINERS

[MPR 175,[1] Amdt. 2]

ROUGH ROLLED, FIGURED, WIRE AND HEAT ABSORBING ROLLED GLASS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation No. 175 is amended in the following respects:

1. Section 1408.9 is amended to read as follows:

§ 1408.9 *General Maximum Price Regulation superseded.* The provisions of this Maximum Price Regulation No. 175 supersede the provisions of the General Maximum Price Regulation with respect to sales and deliveries by manufacturers for which maximum prices are established by this regulation. In any case wherein it is found necessary to adjust maximum prices for jobbers or dealers by reason of an adjustment in the maximum prices of manufacturers under this regulation, such adjustment may be made under this regulation. To that extent, this regulation shall also supersede the General Maximum Price Regulation.

2. Paragraph (e) of § 1408.12 is amended to read:

(e) *Discounts.* On all of the prices and charges set forth under paragraphs (c) and (d) of this Appendix A, a discount of 6 percent shall be given by the manufacturer to all purchasers, and such discount shall be prominently set forth on any and all price lists issued by the manufacturer as an integral part thereof.

3. Paragraph (f) of § 1408.12 is amended to read:

(f) *Maximum prices for all rolled and wire glass not expressly listed in Tables 1–5 of this Appendix A.* The maximum price for rolled and wire glass not expressly listed above in Tables 1 to 5 of paragraph (c) of this Appendix A shall be such that the cost to the purchaser from the manufacturer shall not exceed by more than 4.4 percent what it was or would have been to such purchaser on October 1, 1941 (upon the basis of the prices, trade, quantity, and cash discounts, charges, deposits and allowances whether published or unpublished then listed or quoted by the manufacturer) for the quantities, thicknesses, patterns, grades, qualities, classes, types, kinds, shapes or sizes (bracket, cut, etc.) of such rolled and wire glass exclusive of any premium or charges or any other inducement that may then have been offered by the purchaser or demanded by the manufacturer to negotiate the sale.

4. Paragraph (h) of § 1408.12 is deleted and a new paragraph is substituted in its place to read as follows:

(h) *Additional charges allowed.* No additional charges other than those listed herein shall be allowed.

1. Paper packing: (Other than corrugated or indented) ½ cent per square foot additional.

2. Boxing.

Standard cases	Glass measurement: Up to and including 60 united inches	Glass measurement: Over 60 united inches
Rough rolled, figured, and wire glass less than ⅜" thick	$3.25	$4.30
Heat absorbing glass	3.25	4.30
Polished figured and polished wire	4.30	5.40

	⅜" thick	7/16" to ⅝" thick	¾" to 7/8"
Heavy figured and wire glass (not polished):			
Up to and including 100 square feet	$2.70	$3.25	$3.80
101 to and including 275 square feet	4.30		

Minimum cases:

Up to and including 40 united inches (glass measurement)	$0.55
41 to and including 60 united inches (glass measurement)	.80
61 to and including 100 united inches (glass measurement)	1.35
Over 100 united inches (glass measurement)	3.25

SPECIAL BOXING ON ORDERS LESS THAN STANDARD BUT OVER MINIMUM CASE[1]

	Boxing charge per sq. ft. of glass packed
Rough rolled, figured, wire and heat absorbing rolled glass:	
Up to and including ¼" thickness	$0.02
⅜" thickness	.02½
7/16", ½", and ⅝" thickness	.03
¾" and ⅞" thickness	.04
Polished figured and polished wire glass:	
7/32", ¼", and ⅜" thickness	.02½
7/16", ½", and ⅝" thickness	.03
¾" thickness	.04

[1] 8 percent may be added to the per square foot charges listed above.

3. Grinding, cutting and sandblasting.

	Up to and including ½" thickness	⅝" to ¾" inclusive
Rounding corners—per lineal inch	$0.00½	$0.00¾
Grinding edges—per lineal inch	.00½	.00¾
Cutting circles—per inch of diameter	.01¼	.01¾
	Up to 2,000 sq. ft.	2,000 sq. ft. and over
Sandblasting:		
Full face only—per sq. ft.	$0.05	$0.04
Both sides—per sq. ft.	.10	.08

Where the charge for grinding, cutting or sandblasting does not equal as much as ten cents per light, a charge of ten cents per light may be made for each operation.

For cutting to pattern the manufacturer may make the same charges which he would have made on October 1, 1941.

4. *Miscellaneous packaging.* Stock sheets (except polished wire) of more than one pattern, 1 cent per square foot over stock sheet price.

Stock sheets (except polished wire) or more than one width, 1 cent per square foot over stock sheet prices.

Stock sheets (except polished wire) of limited lengths, 1 cent per square foot over stock sheet prices.

Stock sheets (except polished wire) of less than 300 square feet, 1 cent per square foot over stock sheet prices.

5. LCL and LTL stock cases may be charged at 2 cents per square foot additional where shipment is to other than a jobber's own warehouse.

5. Paragraph (c) of § 1408.13 is amended so that that portion of the paragraph immediately preceding Tables 1 to 5 shall read:

(c) *Maximum prices for certain standard items of rolled and wire glass.* Manufacturers may add to the prices listed in the following tables not more than 4.4 percent.

6. Paragraph (d) of § 1408.13 is amended to read:

(d) *Maximum prices for rolled and wire glass not expressly listed above in Tables 1–5 of this Appendix B.* The maximum prices for rolled and wire glass not expressly listed above in Tables 1 to 5 of paragraph (c) of this Appendix B shall be such that the cost to the purchaser from a manufacturer shall not exceed by more than 4.4 percent what it was or would have been to such purchaser on October 1, 1941, (upon the basis of the prices, trade, quantity, and cash discounts, charges, deposits and allowances whether published or unpublished then listed or quoted by the manufacturer and upon the basis of the freight and delivery practices recognized by the manufacturer on October 1, 1941) for like quantities, thicknesses, patterns, grades, qualities, classes, types, kinds, shapes or sizes (bracket, cut, etc.) of such rolled and wire glass exclusive of any premium or charges or any other inducement that may then have been offered by the purchaser or demanded by the manufacturer to negotiate the sale.

7. A new § 1408.14 is added to read:

§ 1408.14 *Appendix C: Maximum prices for sales and deliveries of rolled and wire glass by jobbers and dealers.* The maximum prices for sales and deliveries of rolled and wire glass by jobbers and dealers shall be established in accordance with the provisions of §§ 1499.2, 1499.3, and 1499.18 of the General Maximum Price Regulation, except that any person purchasing rolled and wire glass for resale in the same form may add to his maximum price established on or prior to July 22, 1944, an amount not exceeding the actual dollars-and-cents increased cost incurred by him by reason of the increase in maximum prices permitted manufacturers by paragraphs (e), (f), and (h) of § 1408.12 and paragraphs (c) and (d) of § 1408.13 of this regulation, as amended.

This Amendment No. 2 shall become effective July 22, 1944.

(56 Stat. 23, 765, Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10600; Filed, July 17, 1944; 11:52 a. m.]

PART 1418—TERRITORIES AND POSSESSIONS

[MPR 288,[1] Amdt. 27]

CANNED FRUITS AND VEGETABLES IN ALASKA

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 12808, 14345.

[1] 8 F.R. 15937.

[1] 7 F.R. 5188, 5310, 8948; 8 F.R. 12128.

*Copies may be obtained from the Office of Price Administration.

[1] 7 F.R. 10581, 11012; 8 F.R. 23, 567, 2158, 2445, 6964, 3844, 8184, 12549, 13166, 13305, 16514, 16626, 16627, 16865, 16986, 16793; 9 F.R. 301, 849, 1715, 2085, 2409, 4029, 4199, 4245, 4985, 5168, 5485, 7523.

Maximum Price Regulation 288 is amended in the following respects:

1. Section 1418.363 (j) Table X is amended by changing the prices of several items to read as follows:

Brand	Description	Container size or net weight	Ketchikan	Wrangell	Petersburg	Juneau-Douglas	Skagway-Haines	Sitka	Cordova	Valdez	Seward	Kodiak	Anchorage	Palmer	Fairbanks	Nome
Apple juice—glass:																
S & W	Fancy	12 oz.	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.21	$0.21	$0.21	$0.21	$0.23	$0.23	$0.25	$0.22
S & W	Fancy	32 oz.	.45	.45	.45	.46	.46	.46	.47	.47	.47	.49	.52	.53	.56	.51
Grape juice—glass:																
Church	Stubby bottle	16 oz.	.22	.22	.22	.22	.22	.22	.22	.22	.22	.23	.25	.25	.28	.24
Church	Stubby bottle	32 oz.	.39	.39	.39	.40	.40	.40	.41	.41	.41	.43	.46	.47	.52	.46
Island Belle		32 oz.	.45	.45	.45	.46	.47	.47	.48	.48	.48	.50	.51	.53	.58	.53
Island Belle	Stubby with dextrose	32 oz.	.46	.46	.46	.46	.46	.47	.48	.48	.48	.49	.52	.54	.58	.51
Grapefruit juice—tin: Wesco	Grade A	46 oz.	.39	.39	.39	.40	.41	.41	.41	.42	.41	.43	.46	.48	.53	.46
Orange juice—tin: Old South	Sweet	1 pt. 2 oz.	.25	.25	.25	.26	.26	.26	.26	.27	.26	.27	.28	.29	.31	.28
Orange and grapefruit juice—tin: Old South		46 oz.	.55	.55	.55	.56	.56	.57	.58	.58	.58	.59	.62	.64	.69	.62
Miscellaneous juices:																
Here's Health	Vegetable	1 pt. 2 oz.	.21	.21	.21	.21	.21	.21	.22	.22	.22	.22	.22	.23	.24	.23
Here's Health	Vegetable	46 oz.	.42	.42	.42	.42	.43	.43	.44	.44	.44	.46	.48	.50	.55	.48

2. Section 1418.363 (k) Table XI is amended by changing the prices of several items to read as follows:

Brand	Description	Container size or net weight	Ketchikan	Wrangell	Petersburg	Juneau-Douglas	Skagway-Haines	Sitka	Cordova	Valdez	Seward	Kodiak	Anchorage	Palmer	Fairbanks	Nome
Campbell's	Asparagus Soup	10½ oz.	$0.15	$0.15	$0.15	$0.15	$0.15	$0.15	$0.15	$0.15	$0.15	$0.16	$0.17	$0.17	$0.18	$0.16
Campbell's	Beef Soup	10½ oz.	.18	.18	.18	.18	.19	.19	.19	.19	.19	.19	.20	.20	.22	.20
Campbell's	Bouillon	10½ oz.	.18	.18	.18	.18	.19	.19	.19	.19	.19	.20	.20	.20	.22	.20
Campbell's	Chicken Soup	10½ oz.	.20	.20	.20	.21	.21	.21	.21	.21	.21	.22	.22	.22	.24	.22
Campbell's	Chicken Gumbo Soup	10½ oz.	.18	.18	.18	.18	.19	.19	.19	.19	.19	.19	.20	.20	.22	.20
Campbell's	Chicken Noodle Soup	10½ oz.	.18	.18	.18	.18	.19	.19	.19	.19	.19	.19	.20	.20	.22	.20
Campbell's	Clam Chowder	10½ oz.	.15	.15	.15	.15	.15	.15	.15	.15	.15	.16	.17	.17	.18	.16
Campbell's	Consomme	10½ oz.	.18	.18	.18	.18	.19	.19	.19	.19	.19	.19	.20	.20	.22	.20
Campbell's	Mock Turtle Soup	10½ oz.	.15	.15	.15	.15	.15	.15	.15	.15	.15	.16	.17	.17	.18	.16
Campbell's	Mushroom Soup	10½ oz.	.20	.20	.20	.21	.21	.21	.21	.21	.21	.22	.22	.22	.24	.22
Campbell's	Oxtail Soup	10½ oz.	.15	.15	.15	.15	.15	.15	.15	.15	.15	.16	.17	.17	.18	.16
Campbell's	Pea Soup	10½ oz.	.15	.15	.15	.15	.15	.15	.15	.15	.15	.16	.17	.17	.18	.16
Campbell's	Pepper Pot Soup	10½ oz.	.15	.15	.15	.15	.15	.15	.15	.15	.15	.16	.17	.17	.18	.16
Campbell's	Scotch Broth	10½ oz.	.15	.15	.15	.15	.15	.15	.15	.15	.15	.16	.17	.17	.18	.16
Campbell's	Tomato Soup	10½ oz.	.12	.12	.12	.12	.12	.12	.12	.12	.12	.13	.13	.14	.15	.13
Campbell's	Vegetable Soup	10½ oz.	.17	.17	.17	.17	.17	.17	.17	.17	.17	.18	.19	.19	.20	.18
Campbell's	Vegetable Beef Soup	10½ oz.	.18	.18	.18	.18	.19	.19	.19	.19	.19	.19	.20	.20	.22	.20

3. Section 1418.363 (l) Table XII is amended by changing the prices of several items to read as follows:

Brand	Description	Container size or net weight	Ketchikan	Wrangell	Petersburg	Juneau-Douglas	Skagway-Haines	Sitka	Cordova	Valdez	Seward	Kodiak	Anchorage	Palmer	Fairbanks	Nome
Peaches—tin:																
Happy Home	Fancy, yellow cling	1 lb. 14 oz.	$0.37	$0.37	$0.37	$0.38	$0.38	$0.38	$0.39	$0.39	$0.39	$0.40	$0.42	$0.43	$0.46	$0.41
Happy Home	Fancy, sliced	1 lb. 14 oz.	.37	.37	.37	.38	.38	.38	.39	.39	.39	.40	.42	.43	.46	.41
Pears—tin:																
Del Monte	Bartlett halves	1 lb. 14 oz.	.41	.41	.41	.41	.41	.42	.42	.42	.42	.43	.45	.46	.49	.45
Fernbrook	Standard	1 lb. 14 oz.	.35	.35	.35	.35	.36	.36	.37	.37	.37	.38	.40	.41	.44	.39
Happy Home	Fancy	1 lb. 14 oz.	.43	.42	.42	.43	.43	.43	.44	.44	.44	.45	.47	.48	.52	.47
Reliance	Banquet	1 lb. 14 oz.	.40	.40	.40	.41	.41	.41	.42	.42	.42	.43	.45	.46	.49	.44
S & W	Fancy, Bartlett	1 lb. 14 oz.	.44	.44	.44	.44	.44	.45	.45	.45	.45	.46	.48	.49	.53	.48

This amendment shall become effective July 22, 1944.

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10592; Filed, July 17, 1944; 11:52 a. m.]

PART 1499—COMMODITIES AND SERVICES

[Rev. SR 14 to GMPR, Amdt. 152]

POTASSIUM CHLORATE

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 4.11 is amended to read as follows:

SEC. 4.11 *Potassium chlorate*—(a) *Applicability.* This section applies to sales and deliveries by new manufacturers thereof of potassium chlorate other than potassium chlorate meeting United States Army Specification No. 50-11-11B and Navy Specification O. S. No. 831.

(i) Contract sales, per 100 lbs., containers included, f. o. b. manufacturer's shipping point:

	International Minerals and Chemical Corporation	All other new manufacturers
20 tons or more	$15.75	$10.75
10 to, but not including, 20 tons	15.90	10.90
1 to, but not including, 10 tons	16.50	11.50
Less than 1 ton	17.00	12.00

(ii) *Spot sales.* For spot sales $1.00 per hundred pounds may be added to the maximum prices for contract sales established in subdivision (i) above.

(2) The maximum prices for potassium chlorate containing less than 99.5 per cent $KClO_3$ by weight shall be the prices computed by multiplying the maximum prices established in subparagraph (1) above for potassium chlorate containing at least 99.5 per cent $KClO_3$ by weight by the figure obtained by dividing by 99.5 the percentage by weight of $KClO_3$ in the potassium chlorate being priced. If the percentage by weight is less than 99.5 percent, the seller shall furnish the buyer with an invoice showing the percentage by weight of $KClO_3$ in the potassium chlorate delivered.

(c) *Definitions.* As used in this section, the term:

(1) "New manufacturer" means a manufacturer of commercial grade potassium chlorate who did not manufacture this commodity for sale prior to January 1, 1941.

(2) "Contract sale" means a sale to a single agency of the United States under a contract to purchase at least fifty tons of potassium chlorate or a sale to any other person under a contract to purchase at least fifty tons of potassium chlorate in approximately equal monthly installments over a period of one year from the date of such contract.

(3) "Spot sale" means a sale other than a contract sale.

(d) *Report.* Each new manufacturer of potassium chlorate shall file with the Office of Price Administration in Washington, D. C., on or before December 31, 1944 a report with respect to production and sales of potassium chlorate other than potassium chlorate meeting United States Army Specification No. 50-11-11B and Navy Specification O. S. No. 831 which shall include the following.

(1) Production of potassium chlorate in pounds, by months, during the six month period ending November 30, 1944.

(2) A statement of the cost of manufacturing potassium chlorate, by months, for the same period, showing material, labor, power, and factory overhead, in the detail, and broken down in the manner in which such statements are customarily prepared for management purposes by the company. In the event that allocations of packaging, outbound transportation, and general administrative and selling expense are made to the product, show the amount, and explain the method employed in making such allocation. If the cost figures submitted include amounts arising from the amortization of plant facilities at emergency rates, the amount of such emergency amortization shall be shown separately.

(3) Total number of pounds of potassium chlorate sold and total net dollar sales less all discounts paid and all transportation costs incurred by the seller, by months for the same period.

This amendment shall become effective July 22, 1944.

NOTE: The reporting requirement of this amendment has been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10602; Filed, July 17, 1944; 11:52 a. m.]

PART 1499—COMMODITIES AND SERVICES

[MPR 188, Amdt. 7 to Order 1052]

HOUSEHOLD FURNITURE

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Order Nos. 9250 and 9328, Order No. 1052 under Maximum Price Regulation No. 188 is amended in the following respect:

1. Paragraph (b) is amended to read as follows:

(b) *What this order covers.* This order covers sales of articles of movable wood household furniture, including upholstered furniture, with the exception of certain articles mentioned in paragraph (c). As used in this order, household furniture means furniture which is primarily designed for and generally used in homes, such as living room, dining room, bedroom (including wood and fabric folding cots and cedar chests), kitchen, porch, outdoor and juvenile furniture (including cribs, high chairs and wooden bassinettes, bathinettes, play pens, porch and stair gates and infants' toilet seats). Articles of this type are covered by the order even though they are sold for use in places other than households, such as hotels, clubs, institutions and ships. This order also covers dining room, dinette, breakfast room, kitchen and bedroom chair frames, bedroom bench frames, and frames for upholstered furniture. Furniture known in the trade as unpainted furniture, which is ultimately sold to the consumer in that form is also covered.

2. Paragraph (c) (9) is deleted.

This amendment shall become effective July 18, 1944.

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10591; Filed, July 17, 1944; 11:53 a. m.]

TITLE 33—NAVIGATION AND NAVIGABLE WATERS

Chapter II—Corps of Engineers, War Department

PART 204—DANGER ZONE REGULATIONS

ST. JOSEPH PENINSULA, FLA., AREA

Pursuant to the provisions of section 7 of the River and Harbor Act of August 8, 1917 (40 Stat. 266; 33 U. S. C. 1), the following regulations are hereby prescribed to govern the use and navigation of waters of the Gulf of Mexico and St. Joseph Bay, in the vicinity of St. Joseph Peninsula, Florida, comprising an air to ground target range of the Army Air Forces Flexible Gunnery School, Tyndall Field, Panama City, Florida:

§ 204.89c *Waters of Gulf of Mexico and St. Joseph Bay, in vicinity of St. Joseph Peninsula, Fla.: Air to Ground Target Range, Army Air Forces Flexible Gunnery School, Tyndall Field, Panama City, Fla*—(a) *The danger zone.* An area in the Gulf of Mexico west of St. Joseph Peninsula and in St. Joseph Bay east of St. Joseph Peninsula, Florida, bounded as follows: Beginning at St. Joseph Point, Lat. 29°52'24", Long. 85°23'24"; thence southeasterly approximately 12 nautical miles to Cape San Blas, Lat. 29°40'00", Long. 85°21'36"; thence southwesterly approximately 8 nautical miles to Lat. 29°38'54", Long. 85°30'42"; thence northwesterly approximately 10 nautical miles to Lat. 29°48'36", Long. 85°32'12"; thence northeasterly approximately 8 nautical miles to the point of beginning. Firing will be in a southwesterly direction from St. Joseph Bay toward the Gulf of Mexico and across St. Joseph Peninsula.

(b) *The regulations.* (1) Firing will be conducted daily from 7:00 a. m. to 11:00 a. m. and 1:00 p. m. to 5:00 p. m., weather permitting, and no vessel or other craft shall enter or remain within the area during those hours.

(2) The fact that aerial target practice is to take place over the designated area will be advertised to the public through the usual media for the dissemination of information. Inasmuch as such practice is to be conducted throughout the year, without regard to season, such advertising will be repeated at frequent intervals not exceeding three months, and at more frequent intervals when, in the opinion of the Commanding Officer responsible for the use of the area, such frequent reptition is advisable in the interests of public safety.

(3) Prior to the conducting of each target practice the area will be patrolled by Army aircraft to insure that no watercraft are within the area, and any watercraft in the area will be warned by means of signals that target practice is about to take place. The patrol aircraft will employ the method of warning known as "buzzing" which consists of low flight by the airplane and repeated opening and closing of the throttle.

(4) Any such watercraft shall, upon being so warned, immediately leave the area and shall remain outside the area until the conclusion of the practice.

*Copies may be obtained from the Office of Price Administration.

(5) No marking of the area is proposed, and all aircraft and watercraft shall be presumed to know their location by distance and direction from land marks or other topographical features along the shore.

(6) These regulations shall be enforced by the Commanding Officer, Army Air Forces Flexible Gunnery School, Tyndall Field, Panama City, Florida, and such agencies as he may designate. (Sec. 7, River and Harbor Act Aug 8, 1917; 40 Stat. 266; 33 U.S.C. 1) [Regs. 6 July 1944 (CE 800.2121 (Mexico, Gulf of)–SPEWR)]

[SEAL] J. A. ULIO,
Major General,
The Adjutant General.

[F. R. Doc. 44–10489; Filed, July 14, 1944; 4:53 p. m.]

TITLE 38—PENSIONS, BONUSES, AND VETERANS' RELIEF

Chapter I—Veterans' Administration

PART 2—ADJUDICATION: VETERANS' CLAIMS

PART 4—ADJUDICATION: VETERANS' CLAIMS, CENTRAL OFFICE SECTION

PART 10—INSURANCE

Correction

In Federal Register documents numbered 44–10205 and 44–10206, appearing at page 7835 of the issue for Thursday, July 13, 1944, the signature of Frank T. Hines, Administrator, should be inserted at the end thereof.

TITLE 46—SHIPPING

Chapter III—War Shipping Administration

PART 302—CONTRACTS WITH VESSEL OWNERS AND RATES OF COMPENSATION RELATING THERETO

[G. O. 37, Supp. 3]

VALUES AND RATES OF CHARTER HIRE

Section 302.107 *Values and rates* is amended as follows:

The introductory paragraph is amended to read:

§ 302.107 *Values and rates.* With respect to a collier built during the period 1914–1928 (both inclusive) the values shall be determined in accordance with the provisions of paragraph (a) of this section, and the rates of hire shall be determined in accordance with the provisions of paragraph (b) or (c) of this section, subject to the adjustments provided in § 302.108 of this order. The rates of time charter hire provided in paragraph (c) of this section shall apply only while the vessel is operated in the coal trade; for the period, if any, during which the vessel is operated in a service other than the coal trade, the rate of time charter hire shall be as specially determined by the Administrator. With respect to a collier built after 1928, the value and rate of hire shall be determined specially by the Administrator. Paragraph (b) is amended to read:

(b) *Rate of bareboat charter hire.* The basic rate of bareboat charter hire shall be $1.15 per deadweight ton per month. In cases where a vessel is, or was, delivered in a "where is, as is" condition the basic rate of bareboat charter hire shall not exceed $1.00 per deadweight ton per month, unless otherwise specifically agreed.

The table appearing in paragraph (c) (2) is amended to read:

Tonnage	Rate per deadweight ton per month	But the aggregate monthly service rate shall not exceed
14,500–14,999	$1.275	$18,785
14,000–14,499	1.30	18,485
9,000–9,999	1.85	16,800
8,500–8,999	1.95	16,950
8,000–8,499	2.05	16,575
7,500–7,999	2.15	16,400
7,000–7,499	2.25	16,125
6,500–6,999	2.35	15,750
6,000–6,499	2.50	15,275
5,500–5,999	2.70	15,000
5,000–5,499	2.90	14,850
4,500–4,999	3.10	14,500
4,000–4,499	3.30	13,950

Paragraph (a) of § 302.108 *Adjustments for speed, equipment, upkeep, and other considerations* is amended to read:

(a) *Speed.* With respect to vessels built during the period 1914–1934 (both inclusive), the values and the rates of bareboat and time charter hire shall be subject to the adjustments provided in subparagraphs (1) or (2) of this paragraph.

(1) *Allowances for speeds of 11 knots or over.* With respect to vessels having a speed of 11 knots or over there shall be added to the basic values provided in §§ 302.104 (a), 302.106 (a), and 302.107 (a), and to the rates of hire provided in §§ 302.104 (b), 302.106 (b), and 302.107 (b), the following amounts: (Since the bareboat rate is a component part of the time charter rate, the allowance will be reflected in the time charter rate.)

Speed		Additional value per deadweight ton	Additional hire per deadweight ton per month
Equal to or in excess of	But under		
11 knots	12 knots	$2.25	$0.03
12 knots	13 knots	5.00	.06
13 knots	14 knots	8.25	.10
14 knots	15 knots	12.00	.15
15 knots	16 knots	16.50	.20

(2) *Deductions for speeds of less than 9 knots.* With respect to a vessel having a speed equal to or in excess of 8 knots but under 9 knots, $5.00 per deadweight ton shall be deducted from the basic values provided in §§ 302.104 (a), 302.106 (a), and 302.107 (a), and $0.06 per deadweight ton per month shall be deducted from the rates of bareboat charter hire provided in §§ 302.104 (b), 302.106 (b), and 302.107 (b). (Since the bareboat rate is a component part of the time charter rate, the deductions will be reflected in the time charter rate.)

(E.O. 9054, 7 F.R. 837)

[SEAL] E. S. LAND,
Administrator.

JULY 14, 1944.

[F. R. Doc. 44–10523; Filed, July 15, 1944; 1:50 p. m.]

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter I—Interstate Commerce Commission

[No. 3666]

PARTS 71–85—TRANSPORTATION OF EXPLOSIVES[1]

MISCELLANEOUS AMENDMENTS

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 7th day of July, A. D. 1944.

In the matter of regulations for transportation of explosives and other dangerous articles.

It appearing, that pursuant to section 233 of the Transportation of Explosives Act approved March 4, 1921 (41 Stat. 1445), and Part II of the Interstate Commerce Act, the Commission has formulated and published certain regulations for transportation of explosives and other dangerous articles;

It further appearing, that in applications received we are asked to amend the aforesaid regulations as set forth in provisions made part hereof;

And it further appearing, that amendments involved in said applications, having been considered and found to be in accord with the best-known practicable means for securing safety in transit and with the need therefor for promoting safety of operation and standards of equipment used in the transportation of said dangerous articles:

It is ordered, That the aforesaid regulations for transportation of explosives and other dangerous articles be, and they are hereby, amended as follows:

Part 3—Regulations Applying to Shippers

Superseding and amending paragraphs (g) and (h), section 346, orders Dec. 12, 1942, and Feb. 10, 1943, to read as follows (packing methyl bromide):

(g) *Spec. 5A.* Metal drums not exceeding 30 gallons capacity or metal drums of bilge type not exceeding 33 gallons capacity. Use of these containers will be permitted because of the present emergency and until further order of the Commission.

It is further ordered, That this order amending the aforesaid regulations shall be effective on and after July 7, 1944, and shall remain in full force and effect and be observed until further order of the Commission;

And it is further ordered, That a copy of this order be served upon all the parties of record herein; and that notice of this order be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

(Sec. 233, 41 Stat. 1445, sec. 204, 49 Stat. 546, sec. 4, 52 Stat. 1232, sec. 20, 54 Stat. 922, 56 Stat. 176; 18 U.S.C. 383, 49 U.S.C. 304)

By the Commission, Division 3.

[SEAL] W. P. BARTEL,
Secretary.

[F. R. Doc 44–10405; Filed, July 14, 1944; 10:55 a. m.]

[1] Part 3 in this order appears in CFR as Part 75.

[S. O. 189, Amdt. 3]

PART 97—ROUTING OF TRAFFIC

EMBARGO OF ROUTES AND TRANSIT ARRANGEMENTS ON GRAIN AND RELATED ARTICLES

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 14th day of July, A. D. 1944.

Upon further consideration of Service Order No. 189 (9 F.R. 3357) of March 23, 1944, as amended and good cause appearing therefor: *It is ordered,* That:

Service Order No. 189 (9 F.R. 3357) of March 23, 1944, 49 CFR, § 97.12, *Embargo of routes and transit arrangements on grain and related articles,* and Appendix A thereof, be, and it is hereby, further amended in the following respects:

Sheet 6, paragraph 10, Chicago, Rock Island & Pacific Railway tariff I.C.C. No. C–12812, Item 2940 is eliminated.

The Chicago, Rock Island and Pacific Railway, 5 days before the effective date of this order shall publish, file, and post a supplement to its tariff affected hereby announcing the change in the embargo of routes and transit arrangements herein provided. (40 Stat. 101, secs. 402, 418, 41 Stat. 476, 485, secs. 4, 10, 54 Stat. 901, 912; 49 U.S.C 1 (10)–(17), 15 (4))

It is further ordered, That this amendment shall become effective at 12:01 a. m., July 26, 1944; that a copy of this amendment shall be served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and that notice of this amendment be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

By the Commission, Division 3.

[SEAL] W. P. BARTEL,
Secretary.

[F. R. Doc. 44–10521; Filed, July 15, 1944; 11:33 a. m.]

Notices

DEPARTMENT OF LABOR.

Office of the Secretary.

[WLD–28]

ALLIED MARINE CONTRACTORS ASSN., INC., ET AL.

FINDINGS AS TO CONTRACTS IN PROSECUTION OF THE WAR

In the matter of Allied Marine Contractors Association, Inc., Bruce Electric Company, Jos. Harper & Son Company, Conlan Electric Company, Hose-McCann Corporation, Smith-Meeker Engineering Company, Arnessen Electric Company, Holmberg Electric Company, Ray Electric Company, H. A. Fraser, Norse Electric Company, Brandon Electric Company, William Shepard, Elkan Electric Company, New York, New York, and Electrical Engineers, Hoboken, New Jersey; Case No. S–1059.

Pursuant to section 2 (b) (3) of the War Labor Disputes Act (Pub. No. 89, 78th Cong., 1st sess.) and the Directive of the President dated August 10, 1943 and published in the FEDERAL REGISTER August 14, 1943, and

Having been advised of the existence of a labor dispute involving the Bruce Electric Company, Jos. Harper & Son Company, Conlan Electric Company, Hose-McCann Corporation, Smith-Meeker Engineering Company, Arnessen Electric Company, Holmberg Electric Company, Ray Electric Company, H. A. Fraser, Norse Electric Company, Brandon Electric Company, William Shepard, and Elkan Electric Company of New York, New York, and Electrical Engineers of Hoboken, New Jersey, members of the Allied Marine Contractors Association, Inc., New York, New York;

I find that the installation and repair of electrical equipment in vessels by the above companies, pursuant to contracts with ship construction and ship repair companies in the Port of New York, are contracted for the in the prosecution of the war within the meaning of section 2 (b) (3) of the War Labor Disputes Act.

Signed at Washington, D. C., this 14th day of July, 1944.

D. W. TRACY,
Acting Secretary of Labor.

[F. R. Doc. 44–10522; Filed, July 15, 1944; 11:54 a. m.]

Wage and Hour Division.

ERIE RESISTOR CORP.

NOTICE OF EXCEPTION FROM RECORD-KEEPING REQUIREMENTS

Notice of granting of exception to the Erie Resistor Corporation of Erie, Pennsylvania, from certain record keeping requirements of the Fair Labor Standards Act of 1938 and the regulations issued thereunder.

Pursuant to section 11 (c) of the Fair Labor Standards Act of 1938 and § 516.18 of the record keeping regulations, Part 516, as amended, notice is hereby given of the granting of an exception to the Erie Resistor Corporation, Erie, Pennsylvania, relieving it of the requirement of preserving its employees' job cards (containing records of the number of pieces completed by the employees) for the period required by § 516.15 (a) (1) of the record keeping regulations, subject to the following conditions: (1) That these job cards be preserved for not less than 30 days; (2) that the information contained on the job cards be transferred to tabulating machine-punched cards which shall be preserved for the remainder of such periods as the original records are required to be preserved under §§ 516.14 and 516.15 of the record keeping regulations; and (3) that the company will make any transcriptions of the information contained on the punched cards which may be required.

This authority is granted on the representations of the petitioner and is subject to revocation for cause.

Signed at New York, New York, this 13th day of July 1944.

L. METCALFE WALLING,
Administrator.

[F. R. Doc. 44–10524; Filed, July 15, 1944; 3:03 p. m.]

LEARNER EMPLOYMENT CERTIFICATES

ISSUANCE TO VARIOUS INDUSTRIES

Notice of issuance of special certificates for the employment of learners under the Fair Labor Standards Act of 1938.

Notice is hereby given that special certificates authorizing the employment of learners at hourly wages lower than the minimum rate applicable under section 6 of the act are issued under section 14 thereof and § 522.5 (b) of the regulations issued thereunder (August 16, 1940, 5 F.R. 2862) to the employers listed below effective as of the date specified in each listed item below.

The employment of learners under these certificates is limited to the terms and conditions as designated opposite the employer's name. These certificates are issued upon the employers' representations that experienced workers for the learner occupation are not available for employment and that they are actually in need of learners at subminium rates in order to prevent curtailment of opportunities for employment. The certificates may be cancelled in the manner provided for in the regulations and as indicated on the certificate. Any person aggrieved by the issuance of the certificates may seek a review or reconsideration thereof.

NAME AND ADDRESS OF FIRM, PRODUCT, NUMBER OF LEARNERS, LEARNING PERIOD, LEARNER WAGE, LEARNER OCCUPATION, EXPIRATION DATE

Red Cape Leather Products Corporation, of Cabo Rojo, Puerto Rico, to employ forty-one learners in the Wallet and Leather Novelties Industry distributed among the following operations: Cutting leather, hand creasing, machine creasing, gold stamping, cementing, turning and folding, pasting, skinning, sewing, cutting out, snap fastening at 20 cents an hour for the first 340 hours, 24 cents an hour for the second 340 hours, and for every hour thereafter the minimum established by any applicable wage order that may be in effect at the time of the termination of the learning period. If, however, no applicable wage order is in effect at the time of the termination of the learning period, the statutory minimum required by section 6 of the Fair Labor Standards Act must be paid to each employee who has completed his learning period. For all hours over forty worked in any one workweek, one and one-half times the applicable piece rate or the rate established herein whichever is the higher, shall be paid. This Special Certificate shall become effective on May 1st, 1944 and shall remain in effect for a period not exceeding six months thereafter.

Signed at New York, New York, this 15th day of July 1944.

PAULINE C. GILBERT,
Authorized Representative of the Administrator.

[F. R. Doc. 44–10589; Filed, July 17, 1944; 12:00 p. m.]

LEARNER EMPLOYMENT CERTIFICATES

ISSUANCE TO VARIOUS INDUSTRIES

Notice of issuance of special certificates for the employment of learners under the Fair Labor Standards Act of 1938.

Notice is hereby given that special certificates authorizing the employment of learners at hourly wage rates lower than the minimum wage rate applicable under section 6 of the act are issued under section 14 thereof, Part 522 of the regulations issued thereunder (August 16, 1940, 5 F.R. 2862, and as amended June 25, 1942, 7 F.R. 4725), and the determination and order or regulation listed below and published in the FEDERAL REGISTER as here stated.

Apparel Learner Regulations, September 7, 1940 (5 F.R. 3591), as amended by Administrative Order March 13, 1943 (8 F.R. 3079).

Single Pants, Shirts and Allied Garments, Women's Apparel, Sportswear, Rainwear, Robes and Leather and Sheep-Lined Garments Division of the Apparel Industry, Learner Regulations, July 20, 1942 (7 F.R. 4724), as amended by Administrative Order March 13, 1943 (8 F.R. 3079), and Administrative Order June 7, 1943 (8 F.R. 7890).

Artificial Flowers and Feathers Learner Regulations, October 24, 1940 (5 F.R. 4203).

Glove Findings and Determination of February 20, 1940, as amended by Administrative Order September 20, 1940 (5 F.R. 3748), and as further amended by Administrative Order, March 13, 1943 (8 F.R. 3079).

Hosiery Learner Regulations, September 4, 1940 (5 F.R. 3530), as amended by Administrative Order March 13, 1943 (8 F.R. 3079).

Independent Telephone Learner Regulations, September 27, 1940 (5 F.R. 3829).

Knitted Wear Learner Regulations, October 10, 1940 (5 F.R. 3982), as amended by Administrative Order, March 13, 1943 (8 F.R. 3079).

Millinery Learner Regulations, Custom Made and Popular Priced, August 29, 1940 (5 F.R. 3392, 3393).

Textile Learner Regulations, May 16, 1941 (6 F.R. 2446), as amended by Administrative Order March 13, 1943 (8 F.R. 3079).

Woolen Learner Regulations, October 30, 1940 (5 F.R. 4302).

Notice of Amended Order for the Employment of Learners in the Cigar Manufacturing Industry, July 20, 1941 (6 F.R. 3753).

The employment of learners under these certificates is limited to the terms and conditions therein contained and to the provisions of the applicable determination and order or regulations cited above. The applicable determination and order or regulations, and the effective and expiration dates of the certificates issued to each employer is listed below. The certificates may be cancelled in the manner provided in the regulations and as indicated in the certificates. Any person aggrieved by the issuance of any of these certificates, may seek a review or reconsideration thereof.

NAME AND ADDRESS OF FIRM, INDUSTRY, PRODUCT, NUMBER OF LEARNERS AND EFFECTIVE DATES

SINGLE PANTS, SHIRTS, AND ALLIED GARMENTS, WOMEN'S APPAREL, SPORTSWEAR, RAINWEAR, ROBES AND LEATHER AND SHEEP-LINED GARMENTS DIVISIONS OF THE APPAREL INDUSTRY

Elder Manufacturing Company, McLeansboro, Illinois; dress shirts; 10 percent (T); effective July 10, 1944, expiring July 9, 1945.

Elder Manufacturing Company, Dexter, Missouri; boys' pants; 10 percent (T); effective July 10, 1944, expiring July 9, 1945.

Esskay Manufacturing Company, P. O. Box 411, Fredericksburg, Texas; boys' clothing; 10 learners (T); effective July 8, 1944, expiring July 7, 1945.

Great Lakes Garment Manufacturing Company, Onaway, Michigan; cotton trousers, children's shorts and longies; 10 learners (T); effective July 18, 1944, expiring July 17, 1945.

The Industrial Garment Manufacturing Company, Middleport, Ohio; one piece working suits, white trousers; 10 learners (T); effective July 15, 1944, expiring July 14, 1945.

Lustberg, Nast & Company, Inc., First Street, Warwick, New York; men's rain-jackets; 10 learners (7); effective July 14, 1944, expiring July 13, 1945.

Marmon Sportswear Company, Mine & Lewis Streets, Brockton, Pennsylvania; ladies sportswear, nurses uniforms; 10 learners (T); effective July 15, 1944, expiring July 14, 1945.

Well Styled Shirt Company, Inc., 422 Park Avenue, Perth Amboy, New Jersey; men's shirts; 5 learners (T); effective July 13, 1944, expiring July 12, 1945.

HOSIERY INDUSTRY

Climax Hosiery Mill, Athens, Georgia; seamless hosiery; 5 percent (T); effective July 8, 1944, expiring July 7, 1945.

J. H. Kissinger Knitting Company, Inc., P. O. Box 328; Millersburg, Pennsylvania; 5 learners (T); seamless hosiery; effective July 9, 1944, expiring July 8, 1945.

Murray Hosiery Mills, Inc., 501 South 4th Street, Murray, Kentucky; seamless hosiery; 35 learners (AT); effective July 5, 1944, expiring January 4, 1945.

Phoenix Hosiery Company, 110 Rowell Street, Beaver Dam, Wisconsin; seamless hosiery; 40 learners (E); effective July 15, 1944, expiring January 14, 1945.

TELEPHONE INDUSTRY

Public Utilities Company, Crossett, Arkansas; to employ learners as commercial switchboard operators at its Crossett Exchange, located at Crossett, Arkansas; effective July 18, 1944, expiring July 17, 1945.

TEXTILE INDUSTRY

Marietta Silk Company, Inc., 533 Broad Street, Waverly, New York; rayon textiles; 3 learners (T); effective July 10, 1944, expiring July 9, 1945.

Signed at New York, N. Y., this 15th day of July 1944.

PAULINE C. GILBERT,
Authorized Representative of the Administrator.

[F. R. Doc. 44-10590; Filed, July 17, 1944; 12:00 m.]

FEDERAL POWER COMMISSION.

[Docket No. G-556]

UNITED GAS PIPE LINE COMPANY

NOTICE OF APPLICATION

JULY 14, 1944.

Notice is hereby given that on July 5, 1944, an application was filed with the Federal Power Commission by United Gas Pipe Line Company ("Applicant"), a Delaware corporation doing business in the States of Alabama, Florida, Louisiana, Mississippi and Texas, with its principal business office at Shreveport, Louisiana, for a certificate of public convenience and necessity pursuant to section 7 of the Natural Gas Act, as amended, to authorize Applicant to operate certain facilities owned by Interstate Natural Gas Company, Inc., for the transportation and sale for resale of natural gas, insofar as the same are subject to the jurisdiction of the Commission. The facilities which Applicant seeks authorization to operate include natural-gas pipe lines (referred to in the application as "field lines" and "tap lines") and appurtenant facilities in the State of Louisiana extending between Applicant's Scotland (Baton Rouge)-New Orleans main transmission pipe line and various gas wells and fields and customers' lines and premises adjacent to said main transmission line, which said pipe lines and appurtenant facilities are more particularly designated as follows:

(1) Natural-gas pipe lines extending to Applicant's said main transmission line respectively from the University Field, the LaPice Gas Field, the St. James Gas Field, the LaPlace Gas Field, the Prairieville Gas Field and the Hester Gas Field;

(2) Natural-gas pipe lines extending from Applicant's said main transmission line, and meter settings, by which natural gas is transported and sold (a) to Norco Gas & Fuel Company, Inc., for resale and delivery to consumers in the communities of Norco, Goodhope, Destrehan, New Sarpy, Lutcher, Paulina and Gramercy, Louisiana; (b) to The LaPlace Gas & Fuel Company, Inc., for resale and delivery to consumers in LaPlace, Louisiana; (c) to Village of Gonzales, Louisiana, for resale and delivery to consumers in said village; (d) to Reserve Public Utilities Corporation, for resale and delivery to consumers in Reserve, Louisiana; and (e) to Suburban Utilities, Inc., for resale and delivery to consumers in a portion of East Baton Rouge Parish, Louisiana;

(3) Natural-gas pipe lines extending from Applicant's said main transmission line to the following industrial customers: Colonial Sugars Company, Gramercy, Louisiana; Godchaux Sugars, Inc., Reserve, Louisiana; Mexican Petroleum Corporation, Destrehan, Louisiana; De-Haas-Eby Lumber Company, Inc., Sorrento, Louisiana; General American Transportation Company, Goodhope, Louisiana; Grass Products Company, Inc., Kleinpeter, Louisiana.

Any person desiring to be heard or to make any protest with reference to said application should, on or before the 31st day of July, 1944, file with the Federal Power Commission a petition or protest in accordance with the Commission's rules of practice and regulations under the Natural Gas Act.

LEON M. FUQUAY,
Secretary.

[F. R. Doc. 44-10490; Filed, July 15, 1944; 9:37 a. m.]

[Docket No. G-103]

UNITED GAS CORPORATION

NOTICE OF APPLICATION

JULY 15, 1944.

Notice is hereby given that on June 28, 1944, an application was filed with the Federal Power Commission by United Gas Corporation ("Applicant"), a Delaware corporation authorized to do business in the State of Texas, and having its operating division office at Houston, Texas, seeking an order granting a renewal of authorization, pursuant to section 3 of the Natural Gas Act, for the exportation of natural gas from Laredo, Texas, to the Republic of Mexico, for distribution in the City of Nuevo Laredo, State of Tamaulipas, and adjoining environs.

Applicant has heretofore been operating and maintaining facilities for the exportation of natural gas, and has been exporting natural gas, to the Republic of Mexico at Laredo, Texas, for distribution in said City of Nuevo Laredo and environs pursuant to a Presidential Permit issued on September 5, 1940, to United Gas Corporation, under Executive Order No. 8202, for the operation, maintenance and connection at the border of the United States of facilities for the exportation of natural gas to the Republic of Mexico, and an order of the Commission dated September 10, 1940, authorizing the exportation of natural gas from the United States to a foreign country. Said Presidential Permit authorized United Gas Corporation to operate and maintain two four-inch natural gas pipe lines, one extending from a point on the American shore in the City of Laredo, Texas, and thence on and along The Texas Mexican Railway Company's railroad bridge across the Rio Grande River to the International Boundary Line of the United States and the Republic of Mexico, and the other extending from Applicant's distribution system in the City of Laredo, Texas, and thence along Salinas and Water Streets in said city to a point on the north bank of the Rio Grande, and authorized a physical connection at the border of the United States and Mexico with pipe lines of the Compania de Gas de Nuevo Laredo, S. A., a Mexican corporation domiciled in the City of Nuevo Laredo, Mexico. Said Presidential Permit and order of the Commission respectively authorized the operation, maintenance and connection of facilities for the exportation of natural gas, and the exportation of natural gas, in accordance with the terms of an original contract for the purchase and sale of natural gas dated September 30, 1931, between Texas Border Gas Company (predecessor of Applicant) as seller and Compania de Gas de Nuevo Laredo, S. A., as buyer, as amended by letter dated October 10, 1934, to Compania de Gas de Nuevo Laredo, S. A., from United Gas Public Service Company (predecessor of Applicant).

The application recites that Applicant has negotiated and executed with Compania de Gas de Nuevo Laredo, S. A., a new contract which is to replace and supersede its previous contract; that the present facilities are inadequate to supply the present and the increased loads expected to be added by the Compania de Gas de Nuevo Laredo, S. A.; and that Applicant desires to replace that portion of the four-inch line extending from a point at Lincoln and Vidaurri Streets in the City of Laredo with a six-inch line extending from the same point to The Texas Mexican Railway Company's railroad bridge and thence paralleling the present four-inch line on and along the bridge to the International Boundary.

Applicant further requests that if, in the opinion of the Commission, the Presidential Permit will not cover the proposed six-inch line, such revisions in the Presidential Permit be made as may be required in the light of the contemplated construction.

Any person desiring to be heard or to make any protest with reference to said application should, on or before the 1st day of August, 1944, file with the Federal Power Commission a petition or protest in accordance with the provisional rules of practice and regulations under the Natural Gas Act.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 44-10542; Filed, July 17, 1944; 9:40 a. m.]

[Docket No. G-559]

KANSAS-NEBRASKA NATURAL GAS CO., INC.

NOTICE OF APPLICATION

JULY 17, 1944.

Notice is hereby given that on July 3, 1944, an application was filed with the Federal Power Commission by Kansas-Nebraska Natural Gas Company, Inc. ("Applicant"), a Kansas corporation having its principal business office at Phillipsburg, Kansas, for a certificate of public convenience and necessity pursuant to section 7 of the Natural Gas Act, as amended, to authorize Applicant to construct and operate a natural-gas pipe line of 12¾-inch outside diameter, approximately 16 miles in length, to extend from Applicant's compressor station west of Stockton, in Rooks County, Kansas, northwardly along or adjoining the route of Applicant's existing 6⅝-inch O. D. line extending northwardly from said compressor station to replace approximately 16 miles of said 6⅝-inch pipe line, which is to be removed.

The application recites that one of the primary purposes of the proposed construction is to assure the maintenance of efficient natural gas service for war, defense and essential civilian requirements in the areas in the States of Kansas and Nebraska served by Applicant.

Any person desiring to be heard or to make any protest with reference to said application should, on or before the 1st day of August, 1944, file with the Federal Power Commission a petition or protest in accordance with the Commission's provisional rules of practice and regulations under the Natural Gas Act.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 44-10583; Filed, July 17, 1944; 11:30 a. m.]

FEDERAL TRADE COMMISSION.

[Docket No. 5158]

KNOW YOUR BIBLE CO., ET AL.

ORDER APPOINTING TRIAL EXAMINER AND FIXING TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 15th day of July, A. D. 1944,

In the matter of Roy E. Castetter, Margaret H. Castetter, Robert C. Castetter and Rosemary C. Steffens, individuals and copartners trading as Know Your Bible Company, and Bert Ray, an individual trading and doing business as R & R Furniture Company and R & R Sales Company.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission,

It is ordered, That John W. Addison, a Trial Examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Friday, August 4, 1944, at ten o'clock in the forenoon of that day (eastern standard time) in Room 712, Federal Building, Cincinnati, Ohio.

Upon completion of testimony for the Federal Trade Commission, the Trial Examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The Trial Examiner will then close the case and make his report upon the facts; conclusions of facts; conclusions of law; and recommendation for appropriate action by the Commission.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 44-10544; Filed, July 17, 1944; 10:03 a. m.]

[Docket No. 5154]

ARTHUR VON SENDEN CO., INC.

ORDER APPOINTING TRIAL EXAMINER AND FIXING TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 15th day of July, A. D. 1944,

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission,

It is ordered, That John W. Addison, a Trial Examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Wednesday, August 2, 1944, at ten o'clock in the forenoon of that day (eastern standard time) in Court Room No. 4, 6th Floor, Post Office Building, Pittsburgh, Pennsylvania.

Upon completion of testimony for the Federal Trade Commission, the Trial Examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The Trial Examiner will then close the case and make his report upon the facts; conclusions of facts; conclusions of law; and recom-

mendation for appropriate action by the Commission.

By the Commission.

[SEAL] OTIS B. JOHNSON, *Secretary.*

[F. R. Doc. 44–10546; Filed, July 17, 1944; 10:03 a. m.]

INTERSTATE COMMERCE COMMISSION.

STEAM RAILROADS

UNIFORM SYSTEM OF ACCOUNTS

At a session of the Interstate Commerce Commission Division 1, held at its office in Washington, D. C., on the 5th day of July, A. D. 1944.

In the matter of uniform system of accounts to be kept by steam railroads.

The "Uniform System of Accounts for Steam Railroads, Issue of 1943 (8 F.R. 15386), being under consideration by the division, pursuant to authority of section 20 of the Interstate Commerce Act, and the division having found need for modifications and amendments of the "Uniform System of Accounts for Steam Railroads, Issue of 1943," the modifications and amendments attached hereto and made a part hereof [1] being found necessary for administration of the provisions of Part I of the act, are hereby approved; and

It is ordered, That all carriers by railroad (except those independently operated as electric lines), herein referred to as steam railroads, subject to the provisions of the Interstate Commerce Act, and every trustee, executor, administrator, or assignee of any such carrier, be, and they are hereby, required to comply with the "Uniform System of Accounts for Steam Railroads, Issue of 1943," as hereby modified and amended.

It is further ordered, That this order shall become effective September 1, 1944.

And it is further ordered, That a copy of this order shall be served upon every steam railroad subject to the Act and upon every trustee, executor, administrator, or assignee of any such steam railroad, and that notice of this order be given to the general public by depositing a copy thereof in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director of the Division of the Federal Register.

By the Commission, Division 1.

[SEAL] W. P. BARTEL, *Secretary.*

[F. R. Doc. 44–10408; Filed, July 14, 1944; 10:55 a. m.]

[S. O. 70–A, Special Permit 370]

RECONSIGNMENT OF PEAS AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Chicago, Illinois, not later than July 12, 1944, by Illinois Central Railroad, of car PFE 80131, peas, to Yeches Eichenbaum Company, New York, New York (I. C.-B. & O.), account railroad error.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 12th day of July, 1944.

V. C. CLINGER, *Director, Bureau of Service.*

[F. R. Doc. 44–10514; Filed, July 15, 1944; 11:33 a. m.]

[S. O. 70–A, Special Permit 371]

RECONSIGNMENT OF POTATOES AT KANSAS CITY, MO.-KANS.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Kansas City, Missouri-Kansas, July 12, 1944, by L. S. Taube Company of car NWX 70206, potatoes, now on the A. T. & S. F. Railway, to Paducah, Kentucky (Burlington), account necessary to recondition contents.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 12th day of July 1944.

V. C. CLINGER, *Director, Bureau of Service.*

[F. R. Doc. 44–10515; Filed, July 15, 1944; 11:33 a. m.]

[S. O. 70–A, Special Permit 372]

RECONSIGNMENT OF POTATOES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Chicago, Illinois, not later than July 12, 1944, by Illinois Central Railroad, of car PFE 80131, peas, to Yeches Eichenbaum Company, New York, New York (I. C.-B. & O.), account railroad error.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 12th day of July 1944.

V. C. CLINGER, *Director, Bureau of Service.*

[F. R. Doc. 44–10516; Filed, July 15, 1944; 11:33 a. m.]

[S. O. 200, Gen. Permit 13]

REICING OF POTATOES FROM NEBRASKA

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95,337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

On any refrigerator car loaded with potatoes originating at any point or points in the State of Nebraska, to reice in transit one time only and to accord the reicing at stations designated by shippers or, at the carriers' option, at the first icing station on either side of such designated station. This general permit shall apply to all such cars billed or moving on the effective date hereof.

This general permit shall become effective at 12:01 a. m., July 15, 1944, and shall expire at 12:01 a. m., September 1, 1944.

The waybills shall show reference to this general permit.

A copy of this general permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 13th day of July 1944.

V. C. CLINGER, *Director, Bureau of Service.*

[F. R. Doc. 44–10517; Filed, July 17, 1944; 11:34 a. m.]

[1] Filed with the Division of the Federal Register. Copies may be obtained from the Interstate Commerce Commission.

[S. O. 200, Special Permit 129]

REICING OF POTATOES AT BIRMINGHAM, ALA.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice in transit, one time only, at Birmingham, Alabama (Frisco), as ordered by U. S. Army Quarter Master Corps, car MDT 17661, potatoes, moving July 11, 1944, from Midwest Cold Storage Company, Kansas City, Kansas, to Charleston, South Carolina (Frisco-C. of Ga.-A. C. L.).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 11th day of July 1944.

V. C. CLINGER, *Director, Bureau of Service.*

[F. R. Doc. 44–10518; Filed, July 15, 1944; 11:34 a. m.]

[S. O. 200, Special Permit 130]

REICING OF POTATOES AT KANSAS CITY, MO.-KANS.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice, one time only, at Kansas City, Missouri-Kansas, July 11, 1944, as ordered by Cochrane Brokerage Company, cars NWX 1350 and IC 58237, California potatoes, now on the Union Pacific Railroad, destined to Burlington, Iowa (Burlington), account bunkers now dry.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 11th day of July 1944.

V. C. CLINGER, *Director, Bureau of Service.*

[F. R. Doc. 44–10519; Filed, July 15, 1944; 11:34 a. m.]

[S. O. 200, Special Permit 131]

REICING OF POTATOES AT KANSAS CITY, MO.-KANS.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice, one time only, at Kansas City, Missouri-Kansas, July 12, 1944, as ordered by Cochrane Brokerage Company, cars of potatoes, SFRD 38500 on the Union Pacific Railroad destined Sioux City, Iowa (Burlington), and SFRD 31769 on the A. T. & S. F. Railway, destined Sioux Falls, South Dakota (Burlington).

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 12th day of July 1944.

V. C. CLINGER, *Director, Bureau of Service.*

[F. R. Doc. 44–10520; Filed, July 15, 1944; 11:34 a. m.]

[S. O. 219]

UNLOADING OF SCRAP PAPER AT BALTIMORE, OHIO

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 14th day of July, A. D. 1944.

It appearing that cars PRR 76247 and 48294, containing scrap paper at Baltimore, Ohio, on the New York Central Railroad Company, have been on hand for an unreasonable length of time and that the delay in unloading said cars is impeding their use; in the opinion of the Commission an emergency exists requiring immediate action; *It is ordered*, That:

Scrap paper at Baltimore, Ohio, to be unloaded. (a) The New York Central Railroad Company, its agents or employees, shall unload forthwith cars PRR 76247 and 48294, containing scrap paper, on hand at Baltimore, Ohio, consigned to Fairfield-Paper Company.

(b) Said carrier shall notify the Director of the Bureau of Service, Interstate Commerce Commission, Washington, D. C., when such carloads of scrap paper have been completely unloaded. Upon receipt of such notice this order shall expire. (40 Stat. 101, sec. 402, 41 Stat. 476, sec. 4, 54 Stat. 901, 911; 49 U.S.C. 1 (10)–(17), 15 (2))

It is further ordered, That this order shall become effective immediately, and that a copy of this order and direction shall be served upon the New York Central Railroad Company and upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and that notice of this order be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

By the Commission, Division 3.

[SEAL] W. P. BARTEL, *Secretary.*

[F. R. Doc. 44–10513; Filed, July 15, 1944; 11:33 a. m.]

OFFICE OF ALIEN PROPERTY CUSTODIAN.

[Vesting Order 14, Supp. Order 1]

SPUR DISTRIBUTING CO., INC.

Under the authority of the Trading with the Enemy Act, as amended, and the authority vested by the President in the Alien Property Custodian, and pursuant to law, the Alien Property Custodian:

First. (a) On June 4, 1942, issued Vesting Order Number 14 (7 F.R. 4399) finding that 73,039 shares of the common stock of Spur Distributing Co., Inc., (a Delaware corporation) registered in the name of Houvis & Co., and deposited with American National Bank, Nashville, Tennessee, as collateral for a loan made to Fritz von Opel, was the property of Nationals of a Foreign Country, as defined in Executive Order No. 8389, as amended, and declaring that such property including any and all interest therein was vested in the Alien Property Custodian;

(b) Hereby amends Vesting Order Number 14 as follows and not otherwise by finding and determining that the "Nationals of a Foreign Country" therein mentioned were at the time of the vesting and now are Wilhelm von Opel, Marta von Opel, Uebersee Finanz-Korporation, Aktien Gesellschaft, Fritz von Opel, Elinor von Opel Sachs and the issue of Elinor von Opel Sachs, and that they were and are nationals of a foreign country, namely Germany.

Second. (a) To the extent, if any, that any of the property listed in section First hereof, and full, complete and unqualified legal and equitable title, therein and thereto, was not vested in the Alien Property Custodian on June 4, 1942, by Vesting Order Number 14, the undersigned under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, and after investigation, finding:

1. That in accordance with an agreement dated October 5, 1931, signed by Wilhelm von Opel, Marta von Open and Fritz von Opel, a usufrucht estate was created for Wilhelm and Marta von Opel with contingent interests in Fritz von Open and Elinor von Opel Sachs, including their issue, with a further interest in Fritz von Opel of twenty percent of the dividends and interest of the usufrucht estate;

2. That in accordance with the aforesaid agreement, dated October 5, 1931, all of the capital stock of Uebersee Finanz-Korpora-

tion, Aktien Gesellschaft, a corporation organized under the laws of Switzerland, is a part of said usufrucht estate and is therefore beneficially owned by Wilhelm and Marta von Opel, with contingent interests in Fritz von Opel, Elinor von Opel Sachs and their issue;

3. That of the total outstanding capital stock of Spur Distributing Co., Inc., a corporation organized under the laws of the State of Delaware and a business enterprise within the United States, consisting of 139,000 shares of no par value common stock, 73,039 shares (52%) registered in the name of Houvis & Co., are also a part of said usufrucht estate and are held by Uebersee Finanz-Korporation, Aktien Gesellschaft, for the benefit of said Wilhelm and Marta von Opel, Fritz von Opel, Elinor von Opel Sachs and their issue, and are evidence of control of said business enterprise;

4. That Uebersee Finanz-Korporation, Aktien Gesellschaft, is acting for or on behalf of and is controlled by Wilhelm and Marta von Opel;

5. That Wilhelm von Opel and Marta von Opel, whose last known addresses are Ruesselsheim, Germany, are nationals of a designated enemy country (Germany);

6. That Fritz von Opel, a subject of Germany and a citizen of Liechtenstein, has been interned by order of the Attorney-General of the United States and is acting directly or indirectly for the benefit or on behalf of a designated enemy country (Germany) or persons within such country, and that said Fritz von Opel has no issue;

7. That Elinor von Opel Sachs, whose last known address was Germany, is a national of a designated enemy country (Germany);

8. That the issue of Elinor von Opel Sachs, whose last known addresses are Schweinfurt, Germany, are nationals of a designated enemy country (Germany);

and determining:

9. That Uberesee Finanz - Korporation, Aktien Gesellschaft is controlled by or acting for on on behalf of Wilhelm von Opel and Marta von Opel and is a national of a designated enemy country (Germany);

10. That Fritz von Opel is acting for or on behalf of a designated enemy country (Germany) or persons within such country and is a national of a designated enemy country (Germany);

11. That Spur Distributing Co., Inc., is controlled by or acting for or on behalf of Wilhelm von Opel and Marta von Opel and is a national of a designated enemy country (Germany);

12. That to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany);

and having made all determinations and taken all action, after appropriate consultation and certification required by law, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the 73,039 shares of no par value common stock of Spur Distributing Co., Inc., registered in the name of Houvis & Co., including any and all interest therein, together with any declared and unpaid dividends thereon, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

(b) Such property so vested by paragraph (a) of this section Second and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

(c) Any person except a national of a designated enemy country, asserting any claim arising as a result of this amendatory and supplemental order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC–1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

(d) The terms "national", "designated enemy country" and "business enterprise within the United States", as used herein, shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Third. This amendatory and supplemental order is corrective of and supplemental to, and in no way diminishes, restricts or limits the force and effect of, said Vesting Order Number 14, (7 F.R. 4399) and nothing herein contained shall diminish, restrict or limit any rights, titles or interests vested in the undersigned, as Alien Property Custodian, pursuant to said Vesting Order Number 14.

Executed at Washington, D. C., on July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10576; Filed, July 17, 1944; 10:54 a. m.]

[Divesting Order 94]

MAURICE STERN

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the Alien Property Custodian:

1. Having, on September 19, 1942, by Vesting Order No. 155 (7 F. R. 7764) vested certain securities listed and particularly described in Exhibit A attached hereto and made a part hereof, herein sometimes termed "the said property";

2. Having vested the said property, then the subject of litigation in the New York Courts, as property payable or deliverable to, or claimed by A. J. Stern & Cie, en liquidation, described in said order as a French corporation, which was determined in said order to be a national of a designated enemy country (Germany);

3. Having received thereafter a notice of claim (No. 367) pursuant to General Order No. 4 (7 F. R. 5539) which claim asserted that the claimant, Maurice Stern, had a right to the ownership and possession of the property described in Exhibit A attached hereto;

4. Having received no other claim or notice of claim on Form APC–1 or otherwise to the said property or to any interest therein, or arising as a result of said vesting order, and having no knowledge of any other intereet in such property of any national of any foreign country;

5. Having transmitted the said claim (No. 367) to the Vested Property Claims Committee and a hearing on the claim having been held pursuant to notice (8 F. R. 13690) and opportunity to be heard having been afforded to any person desiring to be heard; and having received and examined the record of said hearing;

6. Finding on the basis of said record that:

(a) The said property vested by Vesting Order No. 155 was owned at the date of vesting by Maurice Stern;

(b) Maurice Stern was at the date of vesting a citizen and national of France and was at that date and is now a resident of the United States;

(c) Maurice Stern was not at the date of vesting and is not now and has not been at any intervening time acting for or on behalf of an enemy country (including a designated enemy country within the purview of Executive Order No. 9095, as amended) or a person within any such country, and that the national interest of the United States does not require that he be treated as a national of a designated enemy country, and

(d) The aforesaid vesting resulted from mistakes of fact.

7. Having neither assigned, transferred, or conveyed to any one the said property or any part thereof or any interest therein, nor in any manner created any right or interest therein in any person whomsoever; and

8. Determining that the error committed in vesting the said property should be corrected by assigning and conveying the said property to said claimant;

Having made all determinations and taken all action required by law; and determining that under the aforesaid circumstances the disposition hereinafter effected is in the interest of and for the benefit of the United States and necessary and appropriate in the national interest.

Now, therefore, the Alien Property Custodian assigns, transfers, and conveys to the claimant, Maurice Stern, all the right, title, and interest of the Alien Property Custodian in and to the property described in Exhibit A attached hereto.

This Divesting Order shall not bar any person from the prosecution of any suit at law or in equity against the said claimant to establish any right, title, or interest which such person may have in said property. Nor shall the vesting and divesting by the Custodian be construed to diminish the interest which such person may have had, or to enlarge the interest which the claimant may have had, in said property at the time of vesting.

Executed at Washington, D. C., on July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

EXHIBIT A

Corporations, Certificate Numbers, and Number of Shares

General Aniline & Film Corporation, A 452 to A468, inclusive, for 100 shares each; and AO 1332 for 34 shares; of common stock	1,734
General Electric Company, NYC 836001, NYC 836002, NYC 728231 and NYC 569798, for 100 shares each	400
Kennecott Copper Corp., c 400655 to 400660, inclusive, for 100 shares each	600
Minneapolis, St. Paul & Sault Ste. Marie Ry. Co., 17920 to 17923, inclusive, for 100 shares each of common stock	400
U. S. Steel Corp., N 107433 to N 107437, inclusive, for 100 shares each of common stock	500

EXHIBIT A—Continued

Corporations, Certificate Numbers, and Number of Shares—Continued

Pennsylvania Railroad Co., N 995109 to N 995113, inclusive, for 100 shares each	500
Canadian Pacific Railway Company, Ordinary stock	4,549
International Nickel Company of Canada, Ltd., Common stock	77
Standard Oil Company of New Jersey	2
Standard Oil Company of California	624

[F. R. Doc. 44–10578; Filed, July 17, 1944; 10:53 a. m.]

[Vesting Order 3835]

GERHARD ABRAMS

In re: Real property, an insurance policy, and a bank account owned by Gerhard Abrams.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That the last known address of Gerhard Abrams is Kieler and Market Streets, Wilhelmshaven, Germany, and that he is a resident of Germany and a national of a designated enemy country (Germany);

2. That Gerhard Abrams is the owner of the property described in subparagraph 3 hereof;

3. That the property described as follows:

a. Real property situated in Charleston, South Carolina, particularly described in Exhibit A, attached hereto and by reference made a part hereof, and identified as that property conveyed by Wm. McG. Morrison to Clarence B. Schachte by a certain deed recorded in the Register Mesne Conveyance Office of Charleston County State of South Carolina, in Book Y–36 at Page 389, together with all hereditaments, fixtures, improvements and appurtenances thereto, and any and all claims for rents, refunds, benefits or other payments arising from the beneficial interest in and the ownership of such property.

b. All right, title, interest and estate of Gerhard Abrams in and to the Fire and Windstorm Insurance Policy No. 14675 issued by the Insurance Company of the State of Pennsylvania, insuring the premises described in Exhibit A, attached hereto and by reference made a part hereof, and

c. The sum of $500, constituting a portion of a certain bank account in the Citizens and Southern National Bank of South Carolina, Charleston, South Carolina, which is due and owing to and held for Gerhard Abrams in the name of "Clarence B. Schachte for the account of Gerhard Abrams, a national of Germany," including but not limited to all security rights in and to any and all collateral for any or all of such account or portion thereof, and the right to enforce and collect the same.

is property within the United States owned or controlled by a national of a designated enemy country (Germany);

And determining that the property described in subparagraphs 3–b and 3–c hereof is necessary for the maintenance or safeguarding of other property (namely, that property described in subparagraph 3–a hereof) belonging to the same national of the same designated enemy country and subject to vesting (and in fact vested by this order) pursuant to section 2 of said Executive order;

And further determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action, after appropriate consultation and certification required by law, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described in subparagraph 3–a hereof, subject to recorded liens, encumbrances and other rights of record held by or for persons who are not nationals of designated enemy countries, and hereby vests in the Alien Property Custodian the property described in subparagraphs 3–b and 3–c hereof,

All such property so vested to be held, used, administered, liquidated, sold or otherwise dealt with in the interest, and for the benefit, of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account, or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall this order be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC–1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on June 19, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

EXHIBIT A

All that certain piece, parcel or lot of land, with the buildings thereon, situate, lying and being on the northwest corner of Washington and Calhoun Streets, in the City of Charleston, and State aforesaid, in that part of the City formerly known as Mazyckboro. Measuring and Containing in front on Calhoun Street Forty (40) feet, six (6) inches more or less, on Washington Street ninety-nine (99) feet, two (2) inches more or less, on the north line one hundred and twenty-one (121) feet, six and one-half (6½) inches more or less, on the west line commencing on Calhoun Street eighty (80) feet more or less, then on the line running from east to west eighty-one (81) feet, six and one-half (6½) inches, more or less, then on the line running from south to north to the western extremity of the said northern boundary line of said premises, nineteen (19) feet and two (2) inches, be the said dimensions more or less. Butting and Bounding to the south partly on Calhoun Street and partly on lands now or late of James Carroll and Elizabeth Christian, to the east on Washington Street, to the north on land now or formerly of Henry Mooney, and to the west on land now or formerly of the estate of E. Englemann and James Carroll.

Being the premises conveyed to Gerhard Abrams by Otto Tiedemann by deed dated 23rd January 1934, and recorded in the R. M. C. Office for Charleston County in Book "E"–24, page 347.

[F. R. Doc. 44–10577; Filed, July 17, 1944; 10:53 a. m.]

OFFICE OF PRICE ADMINISTRATION.

[MPR 120, Corr. to Order 276]

NEW RIVER COMPANY

ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MAXIMUM PRICES

Correction to Order No. 276 under Maximum Price Regulation No. 120. Bituminous coal delivered from mine or preparation plant.

For the reasons given in the opinion issued simultaneously herewith and in accordance with § 1340.210 (a) (6) of Maximum Price Regulation No. 120, *It is ordered*, That Order No. 276 under Maximum Price Regulation No. 120 be corrected as follows:

(a) On page 1 of Order No. 276, between the line on which appear the size group numbers and the line on which appear the maximum prices for rail shipment, the phrase "price classifications" and the letters under each size group number are inserted as follows:

	Size groups									
	1	2	3	4	5	6	7	8	9	10
Price classifications.	A	A	A	A	A	A	A	B	B	B

This correction to Order No. 276 shall become effective as of October 27, 1943.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.)

Issued this 14th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10448; Filed, July 14, 1944; 11:59 a. m.]

[MPR 120, Order 857]

R. S. WILLIAMS COAL CO.

ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MAXIMUM PRICES

Order No. 857 under Maximum Price Regulation No. 120. Bituminous coal delivered from mine or preparation plant.

For the reasons set forth in an opinion issued simultaneously herewith and in accordance with § 1340.210 (a) (6) of Maximum Price Regulation No. 120; *It is ordered:*

(a) The Keystone Mine of R. S. Williams Coal Company, Oak Hill, Ohio, is hereby assigned Mine Index No. 4051 and is classified in Jackson Freight Origin District and Railroad Fuel Price Group No. 101.

(b) Coals produced at the Keystone Mine, Mine Index No. 4051 in District

No. 4, may be purchased and sold at per net ton prices, in cents per net ton, not exceeding the following:

	Size group									
	1	2	3	4	5	6	7	8	9	12
Rail shipments (including railroad fuel)	350	345	305	305	305	275	255	245	275	275
Truck shipments	380	370	360	335	330	265	240	230	---	---

(c) The prices established herein are f. o. b. the mine for truck shipments, and f. o. b. the rail shipping point for rail shipments and for railroad fuel.

(d) All prayers of applicant not granted herein are hereby denied.

(e) This order may be revoked or amended at any time.

(f) Unless the context otherwise requires, the definitions set forth in § 1340.-208 of Maximum Price Regulation No. 120 shall apply to the terms used herein.

This order shall become effective July 15, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 14th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10449; Filed, July 14, 1944; 12:00 p. m.]

[MPR 134, Amdt. 1 to Order 18]

CONSTRUCTION AND ROAD MAINTENANCE EQUIPMENT

RENTAL PRICES AND CHARGES FOR OPERATING AND MAINTENANCE REPAIR AND REBUILDING SERVICES

An opinion accompanying this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.

Item (k) in paragraph (a) 1. of Order No. 18 under Maximum Price Regulation 134 is amended to read as follows:

Cubic yards capacity		Rate per day for first 8-hour shift
From—	To—	
(k) 18.00 cu. yds.	Over	$55.00

Plus $3.00 for the first 8-hour shift for each full cubic yard capacity over 18.00.

This amendment shall become effective July 15, 1944.

Issued this 14th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10446; Filed, July 14, 1944; 12:00 p. m.]

[MPR 64, Order 151]

JACOBS MFG. CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 151 under Maximum Price Regulation No. 64. Domestic cooking and heating stoves. Approval of maximum prices for sales of a new model magazine feed coal heater manufactured by Jacobs Manufacturing Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended and Executive Orders Nos. 9250 and 9328, and in accordance with sections 7 and 11 of Maximum Price Regulation No. 64, *It is ordered:*

(a) Jacobs Manufacturing Company, Bridgeport, Alabama, may sell and deliver the new model No. 44–20W magazine feed coal circulating heater which it manufactures at prices no higher than the following:

	Each
To wholesale distributors	$43.87
To "large dealers"	43.87
To "small dealers"	49.36

These prices are f. o. b. Bridgeport, Alabama, and are subject to terms, discounts, and allowances no less favorable than those in effect with respect to the comparable model No. 38–24W coal circulating heater.

(b) Any wholesale distributor may sell and deliver to retailers the model No. 44–20W magazine feed coal circulating heater manufactured by Jacobs Manufacturing Company, at a price no higher than $56.25 each, f. o. b. distributor's city.

(c) Any person may sell and deliver at retail the model No. 44–20W magazine feed coal circulating heater manufactured by Jacobs Manufacturing Company, at a price no higher than $89.95 each.

(d) At the time of or prior to the first invoice, after the effective date of this order for the sale of the model No. 44–20W coal heater described above to each purchaser for resale, Jacobs Manufacturing Company and every wholesale distributor shall notify the purchaser of the maximum prices and conditions set by this order for resales by the purchaser. This notice may be given in any convenient form. In addition, Jacobs Manufacturing Company shall, before delivering the model No. 44–20W coal heater, attach securely to each heater a tag or label which plainly states the retail ceiling price established by this order. This tag or label shall be attached to the front of the heater.

(e) The maximum prices established by this order are for sales and deliveries in the 48 states and the District of Columbia.

(f) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on July 15, 1944.

Issued this 14th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10475; Filed, July 14, 1944; 4:25 p. m.]

[MPR 188, Order 1873]

VISCHER PRODUCTS CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1873 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of a new pressure canner manufactured by the Vischer Products Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergeny Price Control Act of 1942, as amended, the Stablization Act of 1942, as amended and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales of a new pressure canner manufactured by the Vischer Products Company, 412 Orleans Street, Chicago, Illinois, and described in its application as Model No. 7.

(1) For sales and deliveries by the manufacturer on and after June 22, 1944, the maximum prices are those set forth below:

	Model No. 7 pressure canner with rack, jar lifter, and cook book.
To jobbers	$7.95
To retailers:	
In quantities of 2,000 or more	8.75
In quantities of 100 to 1,999	9.54
In quantities of less than 100	10.60

These prices are f. o. b. Chicago, Illinois, and are subject to a cash discount of 2% for payment within ten days, net thirty days.

(2) For sales and deliveries by jobbers to all purchasers for resale, on and after the effective date of this order, the maximum prices are those set forth below:

	Model No. 7 pressure canner with rack, jar lifter, and cook book
In Eastern Zone	$10.00
In Western Zone	11.00

These prices are f. o. b. seller's city, and are subject to terms, discounts, and allowances no less favorable than those customarily granted by the seller.

(3) For sales and deliveries at retail by any person on and after the effective date of this order, the maximum prices are those set forth below:

	Model No. 7 pressure canner with rack, jar lifter, and cook book
In Eastern Zone	$15.90
In Western Zone	16.50

(b) The manufacturer shall attach a tag or label to every pressure canner for which a maximum price is established by this order, which is shipped to a purchaser for resale on and after the effective date of this order. That tag or label must contain the following statement:

Eastern Zone O. P. A. retail ceiling price	$15.90
Western Zone O. P. A. retail ceiling price	16.50

This tag may not be removed until after delivery to the consumer.

(c) At the time of or prior to the first invoice to a purchaser for resale on and after the effective date of this order, the manufacturer and every jobber shall notify the purchaser in writing of the maximum prices and conditions established by this order for resales by the purchaser. This notice may be given in any convenient form.

(d) For purposes of this order the Western Zone includes the states of Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming, and the following counties in Texas: El Paso, Hudspeth, Culberson, Jeff Davis, Presidio, Brewster, Terrell, Pecos and Reeves. The rest of the United States and the District of Columbia are in the Eastern Zone.

(e) Unless the context otherwise requires, the definitions set forth in § 1499.-20 of the General Maximum Price Regulation shall apply to the terms used herein.

(f) This order may be revoked or amended by the Price Administrator at any time.

This Order No. 1873 shall become effective on the 17th day of July 1944.

Issued this 15th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10509; Filed, July 15, 1944; 11:21 a. m.]

[MPR 188, Order 1874]

DAY BROTHERS MFG. CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1874, under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of a wooden step stool manufactured by Day Brothers Manufacturing Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of a wooden step stool manufactured by Day Bros. Mfg. Co., East Academy Street, Canisteo, New York.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the article from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model no.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
Step stool	#4A	$1.87 each	$2.20 each.

These prices are f. o. b. factory and are subject to a cash discount of two percent for payment within ten days, net 30 days.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subparagraph (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum price is that set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
Step stool	#4A	$2.20 each.

This price is subject to a cash discount of two percent for payment within ten days, net 30 days.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 17th day of July 1944.

Issued this 15th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10508; Filed, July 15, 1944; 11:21 a. m.]

[RMPR 506, Order 30]

NATIONAL MITTEN WORKS ET AL.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 30 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the National Mitten Works and other sellers. Docket No. N6657–506–56–7.

For the reasons set forth in an opinion issued simultaneously herewith; *It is ordered:*

(a) On and after July 14, 1944, The National Mitten Works, Kokomo, Indiana, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove number enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase this number from the National Mitten Works may make "regular sales" at wholesale of such gloves, at or below the price set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A—Manufacturers' prices		Column B—Wholesalers' prices
		Group I ceiling	Group II ceiling	
Special American Art Alloys safety glove.	Men's jumbo clute cut, processed 24 ounce nap out canton flannel material palm, thumb and forefinger, 12 ounce canton flannel back, 1½" 12" ounce flannel band, 5" single (1-ply thickness) gauntlet cuff.	$3.60	$3.92½	$4.35

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage," and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of Section 6 of RMPR 506. In addition to these requirements, the National Mitten Works, on all deliveries of the style number listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The National Mitten Works must furnish each of its customers, who, on or after July 14, 1944, purchases the style number listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The National Mitten Works must also notify each such customer (other than a seller at retail) that he is

required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 30 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove number enumerated in the table below, manufactured by the National Mitten Works.

OPA has ruled that the National Mitten Works may sell this number at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of this number at or below the prices listed in Column B. Retailers will determine their ceiling prices on this number in accordance with section 2 of RMPR 506.

Style No.	Column A Manufacturers' prices		Column B
	Group I ceiling	Group II ceiling	Wholesalers' prices
Special American art alloys safety glove—S	$3.60	$3.92½	$4.35

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(c) This Order No. 30 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 14, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 14th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10476; Filed, July 14, 1944; 4:25 p. m.]

[RMPR 506, Order 31]

MORRIS MFG. CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 31 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Morris Manufacturing Company and other sellers. Docket No. N6657-506-21-7.

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

(a) On and after July 15, 1944, the Morris Manufacturing Company, Newbern, Tennessee, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Morris Manufacturing Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A Manufacturers' prices		Column B Wholesalers' prices
		Group I ceiling	Group II ceiling	
666	Men's clute cut split leather palm, full leather thumb and fingerbacks, leather pull, leather knuckle strap, 10 ounce flannel back, 6 ounce flannel palm lining, 2¼" waterproofed double (2 ply thickness) safety cuff.	$6.25	$6.80	$7.62½
85	Men's clute cut heavy side split leather palm, full leather thumb and fingerback, 10 ounce flannel back, 6 ounce flannel palm lining 2¼" waterproofed double (2 ply thickness) safety cuff.	6.85	7.50	8.25
100	Men's clute cut split leather palm, full leather thumb and fingerbacks, leather pull, leather knuckle strap, 10 ounce flannel back, 6 ounce flannel palm lining, 2¼" waterproofed double (2 ply thickness) safety cuff.	6.25	6.80	7.62½

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Morris Manufacturing Company, on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Morris Manufacturing Company must furnish each of its customers, who, on or after July 15, 1944, purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Morris Manufacturing Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 31 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Morris Manufacturing Company.

OPA has ruled that the Morris Manufacturing Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices		Column B Wholesalers' prices
	Group I ceiling	Group II ceiling	
669S	$6.25	$6.80	$7.62½
853	6.85	7.50	8.25
1008	6.25	6.80	7.62½

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(c) This Order No. 31 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 15, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 15th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10539; Filed, July 15, 1944; 4:36 p. m.]

[RMPR 506, Order 32]

RIEGEL TEXTILE CORPORATION

ADJUSTMENT OF MAXIMUM PRICES

Order No. 32 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Riegel Textile Corporation and other sellers. Docket No. N6657-506-6-7.

For the reasons set forth in an opinion issued simultaneously herewith; *It is ordered:*

(a) On and after July 15, 1944, the Riegel Textile Corporation, 342 Madison Avenue, New York, New York may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Riegel Textile Corporation may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A Manufacturer's prices		Column B Wholesalers' prices
		Group I ceiling	Group II ceiling	
2287	Men's 15 ounce quilted material double throughout, nap out flannel "chore" glove knit wrist.	$2.37½	$2.57½	$2.85
76	Men's 13 ounce quilted material, double throughout nap out flannel "chore" mitten. Knit wrist.	2.05	2.22½	2.47½
477	Men's clute cut split leather palm, continuous thumb, leather fingertips, 8 ounce canton flannel back, 5 ounce palm lining, knit wrist.	3.75	4.10	4.52½
8123	Men's clute cut split leather palm, continuous thumb, leather fingertips, 8 ounce canton flannel back, 5 ounce palm lining double (2 ply thickness) safety cuff.	3.90	4.25	4.70
9123	Men's clute cut split leather palm, continuous thumb, leather fingertips, 8 ounce canton flannel back, 5 ounce palm lining, 4½" double (2 ply thickness) gauntlet cuff.	4.25	4.65	5.12½

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506.

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturer's "wholesale percentage," and the quota of deliveries which must be made at Group I prices.

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Riegel Textile Corporation on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Riegel Textile Corporation must furnish each of its customers, who, on or after February 19, 1944, purchased or purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Riegel Textile Corporation must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 32 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for work glove numbers enumerated in the table below, manufactured by the Riegel Textile Corporation.

OPA has ruled that the Riegel Textile Corporation may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices		Column B Wholesalers' prices
	Group I ceiling	Group II ceiling	
2287S	$2.37½	$2.57½	$2.85
76S	2.05	2.22½	2.47½
477S	3.75	4.10	4.52½
8123S	3.90	4.25	4.70
9123S	4.25	4.65	5.12½

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 32 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

(f) On all deliveries of the work glove numbers listed in paragraph (a) since February 10, 1944 pursuant to OPA adjustable pricing authorizations, the Riegel Textile Corporation must refund to its customers any monies collected in excess of the ceiling prices authorized in this order. Within thirty days from the effective date of this order, the Riegel Textile Corporation shall send to OPA, Washington, D. C., a notification of the steps it has taken to comply with the provisions of this paragraph (f) of this order.

This order shall become effective July 15, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 15th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10540; Filed, July 15, 1944; 4:36 p. m.]

[MPR 188, Order 1849]

UPHOLSTERED DUAL PURPOSE SLEEPING EQUIPMENT

APPROVAL OF MAXIMUM PRICES

Order No. 1849 under § 1499.159b of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Maximum prices for sales of inner-constructions for sofa beds, studio couches, and other upholstered dual purpose sleeping equipment.

For the reasons set forth in the opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Order No. 9250 and 9328 it is ordered:

(a) *Purpose of this order.* The purpose of this order is to establish maximum prices for the sale of inner-constructions for sofa beds, studio couches, and other upholstered dual purpose sleeping equipment.

(b) *What this order covers.* This order covers all sales of inner-constructions for sofa beds, studio couches, and other upholstered dual purpose sleeping equipment.

Definitions of inner-constructions covered by this order. An inner-construction covered by this order is any combination of steel angles, flats, spring coils, wire, helicals, clips and other hardware which serves as the sleeping and sitting foundations for upholstered dual-purpose sleeping equipment. This order does not cover hinges or wood parts unless they are an integral part of the inner-construction.

(c) *Relationship of this order to other maximum price regulations.* This order replaces the pricing provisions (§§ 1499.153, 1499.154, 1499.155, 1499.156, 1499.157, 1499.158 and 1499.159) of Maximum Price Regulation No. 188 as to manufacturers and the pricing provisions (§§ 1499.2 and 1499.3) of the General Maximum Price Regulation for all sales and deliveries of articles covered by this order after the effective date of this order.

(d) *Maximum prices for basic models of inner-constructions for sofa beds, studio couches and other upholstered dual purpose sleeping equipment.* The table below lists the specifications and the manufacturer's f. o. b. factory l. c. l. maximum prices for certain basic models of inner-constructions for sofa beds and studio couches. These prices shall be subject to the discounts, allowances and other price differentials and the terms of sale which the manufacturer made from his regularly quoted f. o. b. factory l. c. l. prices to his customers on sales of the most comparable inner-construction or innerspring unit during March 1942. The term "most comparable"

means that inner-construction or unit for which the manufacturer's regularly quoted f. o. b. factory l. c. l. price to his customers in March 1942 is nearest in amount to the manufacturer's f. o. b. factory l. c. l. maximum price established under this order for the inner-construction being priced. "Regularly quoted f. o. b. factory l. c. l. price" is the highest price at which a manufacturer made a substantial number of sales or deliveries during March 1942.

(1) *Sofa bed construction, innerspring type.*

Hinged or 2 piece type ---------- 2.65 each

Coils—Seat—90 double cone #13 ga. high carbon wire 5" or higher min. wt. 7 lb.
Back—72 double cone #13 ga. high carbon wire 5" or higher min. wt. 6 lb.
Top ties—Screw coils #18 ga. high carbon wire or equivalent
Top border wire—#7 ga. low carbon wire or #9 ga. high carbon wire, or 12 ga. high carbon wire inserted in a screw coil
Minimum steel weight 18 lb.

(2) *Sofa bed construction, single cone wire bottom type.*

Hinged or 2 piece type ---------- 2.95 each

Coils—Seat section 40 single cone, #11 high carbon wire 5" or higher min. wt. 7 lb.
Back section 30 single cone, #11 high carbon wire 5" or higher min. wt. 6 lb.
Top ties—Crimp—15 ga. low carbon wire or Helical—#17 ga. high carbon wire
Border wire—Crimp top—#9 low carbon wire. Helical top—#7 high carbon wire
Cross braces—Helical top only—4 #11 ga. high carbon wire or equiv.
Bottom crimps—#10 ga. high carbon wire 1 way. #9 ga. low carbon wire 1 way
Minimum total steel weight 22 lbs.
Minor changes may be made in wire gauge, number and gauge of coils, and other construction details which will not:
1. Reduce the cost more than 3%
2. Lower the minimum steel weights
3. Impair the serviceability of the unit provided that within 30 days of first shipment of such item a detailed report of such changes be filed with the Office of Price Administration, Washington, D. C.

(3) *Studio couch construction, coil base and flat spring under-section or drop back,* $4.85 ea.

Seat section:
Rear rail—1¼" x 1¼" x ⅛" rail angle or equivalent
Rear legs—1¼" x 1¼" x ⅛" rail angle or equivalent
Corner braces—⅞" x 12 ga. band
Cross slats—⅞" x 12 ga. band stock under each row of coils or 3—¾" x ¾" x ⅛" rail angle all others #9 Bessemer wire or 3—1" x ⅛" bands, all others #9 Bessemer wire
Front legs—1⅜" x 1⅛" x ⅛" rail angle
Front corner brackets—⅛" x 3" band steel
Casters
Coils—40 #11½ ga. high carbon spring wire min. wt. 5½ lb.
Top crimps—#14 ga. low carbon steel wire
Border wire—#3 ga. Bessemer
Border crimps—#14 ga.
Long bottom crimps—#11 ga. low carbon wire
Back section or under-section:
Rim—1¼" x 1¼" x ⅛" rail angle
Back rail—1¼" x 1¼" x ⅛" rail angle
Legs—¾" x ¾" x ⅛"
Fabric—Standard 2" x 4" link attached by helicals or equivalent or band and helical—bands ⅝" x .020" (Min. 6 long bands, 4 cross bands)
Back section or under-section—Continued.
Finish—oil base paint
Minimum total steel weight 42 lb.
Minor changes may be made in wire gauge, number and gauge of coils, and other construction details which will not:
1. Reduce the cost more than 5%
2. Lower the minimum steel weights
3. Impair the serviceability provided that within 30 days of first shipment a detailed report of such changes be filed with the Office of Price Administration, Washington, D. C.

(e) *Maximum prices which cannot be established under paragraph (d).* The maximum price for any or delivery of an inner-construction which cannot be determined under paragraph (d) of this order (for example, for a different model or a new class of purchaser) shall be a price fixed by order of the Price Administrator, in line with the level of maximum prices established by this order. No person may sell, offer to sell or deliver an article for which a maximum price must be established under this paragraph until a price has been specifically authorized by order of the Office of Price Administration. If in violation of this provision, a sale, offer to sell, or delivery of an article is made before the issuance of an order by the Price Administrator specifically authorizing a maximum price for the article, the maximum price applicable to the sale, offer to sell or delivery shall be such maximum price as the Price Administrator may establish for the article by subsequent order. An application by a manufacturer for the establishment of a maximum price under this paragraph shall be made to the Office of Price Administration, Washington, D. C., and shall contain the following information:

(1) Identifying number or trade name of article to be priced.

(2) The reasons why the article cannot be priced under paragraph (d) of this order.

(3) Detailed specifications and illustration of the article to be priced.

(4) An itemized breakdown of the manufacturer's current unit direct cost of the article to be priced, showing separately according to his own system of accounts or regularly prepared operating statements all major component unit direct cost factors. For the purpose of this order, unit direct costs include direct labor and direct material costs but do not include factory burden (sometimes called factory overhead or indirect manufacturing expenses), packaging and crating costs, royalties and patterns, tool and die cost and items of administrative, general and selling expenses. Also, state the number of units of production upon which the unit direct costs were based.

(5) An itemized breakdown of the manufacturer's current unit direct cost (as described in (4) above) of the basic model in paragraph (d) of this order which is most nearly comparable to the article being priced.

(6) Price lists in effect during March 1942 showing: The article most nearly comparable to the article being priced, with illustrations; the article most nearly comparable to the basic model mentioned in (4) with illustrations; all price differentials covering variations in these constructions. If the manufacturer was not making and selling inner-constructions in March 1942, send the first price list which was in effect after March 1942, together with illustrations.

(7) A statement of the manufacturer's customary discounts, allowances, price differentials and terms of sale to different classes of purchasers in effect for sales of inner-constructions during March 1942; or if the manufacturer was not making and selling inner-constructions during March 1942, the same information for the first period after March 1942 during which the manufacturer was engaged in this business.

(8) Requested maximum price of the article to be priced.

(f) *Sales slips, receipts, and invoices.* After the effective date of this order, every seller making a sale of an article covered by this order shall furnish the purchaser with a sales slip, receipt, invoice or other similar written evidence of purchase showing:

(1) Date of sale
(2) Name and address of buyer
(3) Terms of sale
(4) Quantities sold of each item
(5) Identification of each item
(6) Price for each item
(7) Nature and amount of any additional charges

This sales slip, receipt or invoice or other written evidence of purchase shall be kept by the purchaser and a copy of it kept by the seller for inspection by the Office of Price Administration.

This order shall become effective on the 20th day of July 1944.

NOTE: The record-keeping and reporting provisions of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 15th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10541; Filed, July 15, 1944; 4:41 p. m.]

Regional and District Office Orders.

[Portland Order G-5 Under 18 (c)]

FIREWOOD IN DESIGNATED COUNTIES IN OREGON

Order No. G-5 under § 1499.18 (c), as amended, of the General Maximum Price Regulation. Adjusted maximum prices for firewood in certain areas in Lincoln, Yamhill, and Marion Counties in the State of Oregon.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the District Director of the Office of Price Administration by § 1499.18 (c), as amended, of the General Maximum Price Regulation: *It is hereby ordered:*

(a) The maximum prices as established by section 2 and 3 of the General Maximum Price Regulation or by any order issued pursuant to such regulation, or by any supplementary regulation thereto, for the sale and delivery of the types of firewood specified below, are hereby adjusted so that the maximum prices therefor shall be:

Area	Type of firewood	Maximum price per cord delivered to premises of buyer
That portion of Lincoln County in the State of Oregon included in the election precincts of Ocean Lake, Devils Lake, Taft, and that part of Kern north of a line running due east from the coast through a point three miles south of the City of Depoe Bay. This area includes such cities as: Otis, Neotsu, Oceanlake, DeLake, Nelscott Beach, Taft, Cutler City, Kernville, Gleneden Beach, Lincoln Beach and Depoe Bay.	12" and 16" old growth fir	11.00
That portion of Yamhill County in the State of Oregon bounded by a line three miles west of and running parallel to U. S. Highway No. 99W, the south bounds of Yamhill County, the Willamette River and State Highway No. 219 and that portion of Marion County in the State of Oregon bounded by the Willamette River, State Highway No. 219 and a road running due east from Fairfield to State Highway No. 219 excluding the City of Newberg, but including the cities of Amity, Whiteson, McMinnville, Lafayette, Dundee, Dayton, and St. Paul.	4' #1 old growth fir cordwood	8.75
	12"-16" #1 old growth fir cordwood.	10.00
	4' #2 old growth and 2d growth cordwood.	8.25
	12"-16" #2 old growth and 2d growth cordwood.	9.50
	4' oak cordwood	10.00
	12"-16" oak cordwood	11.75

(b) No seller shall evade any of the provisions of this Order No. G-5 by changing the customary allowances, discounts, or other price differentials unless such change results in a lower price.

(c) *Invoices and records.* Every person making a sale of firewood for which a maximum price is set by this order shall give the purchaser or his agent at the time of the sale an invoice or other memorandum of sale, which shall show:

(1) The date of sale.
(2) The name and address of the buyer and seller.
(3) The quantity of firewood sold.
(4) Description of firewood sold, in the same manner as it is described in this order. (This shall include the kind of wood, i. e., hard, soft, or mixed, and length of pieces of wood.)
(5) Place of sale. (If the price is dependent on place of delivery, then the place of delivery shall be stated.)
(6) The total price of the wood. On the invoice or memorandum, a separate statement shall be made of any discounts and of each service rendered such as delivery, carrying, and stacking, and the charge made for each such service.

The seller shall keep an exact copy of such invoice or memorandum for a period of two years and such copy shall be available for inspection by the Office of Price Administration.

(d) This order may be revoked, amended, or corrected at any time.

This district Order G-5, which supersedes regional Order G-38, shall become effective July 6, 1944.

NOTE: The record keeping provision of this order has been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(Pub. Laws 421 and 729, 77th Cong., E.O. 9250, 7 F.R. 7871)

Issued this 6th day of July 1944.

WM. CONNELL BROWN,
District Director.

[F. R. Doc. 44-10467; Filed, July 14, 1944; 12:04 p. m.]

[Region II Order G-21 Under 18 (c)]

GARMENT BOXES IN NEW YORK METROPOLITAN AREA

Order No. G-21 under § 1499.18 (c) of the General Maximum Price Regulation. Sales of one-piece corrugated garment boxes by jobbers having an established place of business in the County of New York, and distributing such boxes in the New York metropolitan area.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.18 (c) of the General Maximum Price Regulation, *It is ordered:*

1. That on and after July 1, 1944, jobbers having a place of business established in the County of New York, State of New York, are hereby authorized to sell the following one-piece corrugated garment boxes at wholesale at a price not in excess of the maximum prices listed:

Style and area	*Prices per 100 boxes*
Non-test construction:	
PP—630	$10.00
Single—785	11.00
302—1127	15.00
303—1188	16.00
304—1249	18.00
306—1371	20.00
309—1554	23.00
200 test construction:	
3012—1736	26.00
363—1365	18.00
364—1435	20.00
366—1575	23.00
369—1785	26.00
3613—2065	32.00
3617—2317	35.00
424—1608	21.00
426—1764	25.00
429—2000	28.00
4213—2313	35.00
4217—2627	38.00
4220—2862	40.00

2. The maximum prices determined above for sizes 3012 to 4220 inclusive are based on the use of 200 test paper. Where any size 3012 to 4220 inclusive is sold in non-test construction, the prices set forth above shall be discounted by 10 percent.

3. The area listed for each size number is the minimum area. Each jobber shall continue to sell each size number in the area and inside dimensions in which he sold it in March 1942, but not containing less than the minimum area above set forth. In the event that he reduces the inside dimensions, then the price established above shall be reduced in proportion to the extent of the reduction in cost.

4. The prices listed are subject to the discounts or terms customarily extended by each jobber. No jobber shall change his customary discounts or terms unless such change will result in prices lower than the prices authorized in paragraph (1) of this order.

5. No charge shall be made for delivery to any point within the Borough of Manhattan, City of New York. For deliveries outside of Manhattan, no purchaser shall be required to pay and no purchaser may pay a greater share of the cost of delivery than was charged by the seller during March 1942 to a purchase of the same class.

6. The term "jobber" as used herein shall mean a person who purchases one-piece corrugated garment boxes for the purpose of resale in substantially the same form. It shall not include any distributor subject to Maximum Price Regulation 349; nor any jobber not established in business in the County of New York as of the effective date of this order.

7. The term "200 test paper" as used herein shall mean paper which when submitted to a bursting test has proved a tensile strength of not less than 200 pounds per square inch.

8. Any person affected by this order may file a protest in the manner provided in Article V of Revised Procedural Regulation #1.

9. This order may be revoked, amended or corrected by the Regional Administrator or the Price Administrator through the issuance at any time hereafter of any order or Price Regulation or amendment or supplement thereto.

10. A copy of this order has been filed today with this Office where it is available for inspection by the public.

11. This order shall become effective immediately.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 5th day of July 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44-10481; Filed, July 14, 1944; 4:30 p. m.]

[Region II 2d Rev. Order G-26 Under RMPR 122]

SOLID FUELS IN NEW YORK REGION

Second Revised Order No. G-26 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Permitted increases in maxi-

mum prices for "Silver Brook", "Salem Hill", and other specified anthracite sold subject to designated area dollars-and-cents orders.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, *It is ordered:*

(a) Dealers making sales of the anthracite specified in subparagraph (1) hereunder, in communities subject to the area dollars-and-cents orders listed in paragraph (c) of this order, may redetermine the maximum price for sales of such anthracite in accordance with the following provisions:

(1) There may be added to the maximum per net ton prices for designated sizes of anthracite established in those orders, for sales and deliveries within the territorial limits of those orders, an amount not to exceed the following:

FOR SALES OF "SILVER BROOK" ANTHRACITE

Permitted per net town increase above applicable area ceiling price for anthracite

Size:	
Broken, egg, stove, nut, pea and Buckwheat	$0.45
Rice	.35

FOR SALES OF COAL MARKETED AS "THE ONLY GENUINE FRANKLIN COAL OF LYKENS VALLEY"

Size:	
Broken	$0.75
Egg	1.00
Stove	1.25
Nut	.30
Rice	.10

FOR SALES OF "SALEM HILL" ANTHRACITE

Size:	
Egg and stove	$0.85
Nut	.45
Pea	.40
Rice	.20

FOR SALES OF ANTHRACITE PRODUCED AND PREPARED BY PENN COLLIERIES COMPANY

Size:	
Broken, egg, stove, nut and pea	$0.35
Buckwheat	.20
Rice	.10

FOR SALES OF ANTHRACITE PREPARED BY DRAGONDALE COAL CORPORATION AT ITS DRAGONDALE BREAKER (FOR TRUCK SHIPMENTS ONLY)

Size:	
Broken, egg, stove, nut, pea and buckwheat	$0.50
Rice	.40
Barley	.05
Buckwheat #4	.10

(2) For sales of fractions of a net ton, but not less than ¼ ton, dealers may take a proportionate increase based upon the per net ton increase in the preceding subparagraph.

(3) *Conditions and limitations; commingling.* To be eligible for the increases authorized by paragraph (a) of this order, the dealer must keep each kind of anthracite specified herein separate, in storage and delivery, from any other kind of solid fuel, and sell and invoice it under the name herein designated, except that a dealer, if he satisfies the following conditions, may commingle different kinds of fuel including those herein specified, and price as indicated.

Where a purchaser expressly requests that any kind or size of anthracite specified herein be commingled in one delivery with another kind or size of anthracite specified herein, or with any other kind or size of solid fuel, then, and in that event, if those kinds and sizes are separately weighed at the point of loading, the dealer may commingle those kinds and sizes in the truck or other vehicle in which the delivery is made. The maximum price for solid fuels so commingled shall be the weighted average of the maximum prices for each element in the combination. The invoice shall separately state the maximum price for the quantity of each kind and size in the combination.

Where anthracite specified herein is commingled under conditions other than above defined, the maximum price for the combination shall be the maximum price established by regulation or order for the least expensive kind or size of fuel in the combination.

(b) *Alternative pricing provision; application for a price.* Dealers making sales of the anthracite specified in paragraph (a) (1), in communities subject to the area dollars-and-cents orders listed in paragraph (d), who prefer to commingle such anthracite with other anthracite and not to keep it separate in storage and delivery, and who would thereby not be eligible to take the automatic increases permitted under paragraph (a) hereof, may apply to the New York Regional Office of the Office of Price Administration for adjustment of their maximum prices for all anthracite sales to compensate for the increased cost of such specified anthracite.

An application may be filed between the first and tenth day of each month based upon the proportions of anthracite having different mine costs received during the previous calendar month and should request an adjusted price for a one-month period. Such application shall be in writing and set forth the following:

(i) Total tonnage of all anthracite received by the dealer during the previous calendar month.

(ii) Tonnage of anthracite specified in paragraph (a) (1) received during the previous calendar month.

(iii) State separately the tonnage of any higher cost anthracite received during the previous calendar month and subject to Regional Order No. G–34 (or any revisions thereof) under Revised Maximum Price Regulation No. 122, identifying such in the manner described therein.

(iv) Proposed increase above area ceiling price.

(v) Any other pertinent information the Regional Administrator may request.

The Regional Administrator will either grant or deny the application, in whole or in part, in the light of the estimated average increase in supplier's maximum prices for anthracite, based on dealer's total anthracite receipts during the previous calendar month, as compared with supplier's maximum prices established by § 1340.200 (a) (1) of Maximum Price Regulation No. 112. The order may incorporate appropriate provisions for recalculation of the permitted increase based upon changing mine costs.

(c) *Records.* Every dealer making sales of solid fuels subject to this order shall preserve, keep, and make available for examination by the Office of Price Administration complete and accurate records of the quantities of the specified anthracite purchased and sold hereunder, and a record of every sale of such fuel, showing the date, the name and address of the buyer, if known, the per net ton price charged, and the solid fuel sold. The solid fuel shall be identified in the manner in which it is described in this order. Where such fuel is sold in combination with solid fuels not subject to this order, the latter shall be identified in the manner described in the regulation or order governing their sale by dealers. The record shall also state separately each service rendered and the charge made for it.

(d) *Area dollars-and-cents orders subject to increases set out in paragraph (a) herein:*

The following orders and any subsequent revisions thereof:

Second Revised Order No. G–1 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G–3 under § 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–5 under § 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122.

Order No. G–6 under § 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122.

Revised Order No. G–7 under § 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G–8 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–9 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G–11 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G–12 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G–13 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G–14 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G–15 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G–16 under § 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G–17 under § 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G–18 under § 1340.259 (a) (1 and 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G–19 under § 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–20 under § 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–22 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–24 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–25 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–27 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–29 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–32 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–35 under § 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122.

Order No. G–36 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–37 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–38 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–39 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–40 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–41 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–42 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–44 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. 50 under Revised Maximum Price Regulation No. 122. (Issued by the National Office.)

(e) *Definitions and explanations.* When used in this Second Revised Order No. G–26, the term:

(1) "Silver Brook" anthracite means anthracite produced by the Haddock Mining Company of Wilkes-Barre, Pennsylvania, at the Deringer Colliery, Fern Glen, Luzerne County, Pennsylvania, and the Tomhicken Colliery, Sugar Loaf Township, Luzerne County, Pennsylvania, which is shipped to the Beaver Meadow Breaker, Beaver Meadows, Carbon County, Pennsylvania, for preparation, and which is marketed under the trade name "Silver Brook".

(2) "Salem Hill" anthracite means anthracite produced by the Haddock Mining Company at the Salem Hill Colliery, Schuylkill County, near Pottsville, Pennsylvania, and marketed under the trade name "Salem Hill."

(3) "The Only Genuine Franklin Coal of Lykens Valley" means anthracite prepared at the Williamstown Breaker of the Franklin-Lykens Coal Company, Ashland, Pennsylvania, and marketed under the trade name "The Only Genuine Franklin Coal of Lykens Valley."

(4) "Anthracite produced and prepared by Penn Collieries Company" refers to anthracite taken from mines now operated by said company in Lackawanna County, Pennsylvania, and prepared by it at the Von Storch Colliery. "Penn Collieries Company" refers to the company by that name whose principal office is in Scranton, Pennsylvania.

(5) "Anthracite prepared by Dragondale Coal Corporation, etc." refers to anthracite prepared by that corporation at its Dragondale Breaker, Mount Carmel, Pennsylvania, for truck shipments only.

(6) The sizes of anthracite described herein as broken, egg, stove, nut, pea, buckwheat, rice, barley, and buckwheat #4 shall refer to the same sizes of the same fuel as were sold and delivered with such designation during December 1941.

(7) Except as otherwise provided herein, or as the context may otherwise require, the definitions set forth in §§ 1340.255 and 1340.266 of Revised Maximum Price Regulation No. 122 shall apply to terms used herein.

(f) *Right of amendment or revocation.* The Regional Administrator or the Price Administrator may amend, revoke, or rescind this Second Revised Order, or any provision hereof, at any time.

(g) Revised Order No. G–26 under Revised Maximum Price Regulation No. 122, as issued on March 11, 1944, and as thereafter amended, is hereby revoked in full as of the effective date of this order.

This Second Revised Order No. G–26 shall become effective July 5, 1944.

NOTE: The record-keeping and reporting requirements of the order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. and E.O. 9328, 8 F.R. 4681)

Issued this 5th day of July 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–10478; Filed, July 14, 1944; 4:29 p. m.]

[Region II Rev. Order G–34 Under RMPR 122]

SOLID FUELS IN NEW YORK REGION

Revised Order No. G–34 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Permitted increases in maximum price for Pennsylvania anthracite sold subject to area dollars-and-cents orders, based on higher mine costs for specified anthracite.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administrattion by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, it is ordered:

(a) *Who may take the increase provided by this order.* Any dealer subject to the area dollars-and-cents orders enumerated in paragraph (d) who, during the previous calendar month, received higher priced anthracite specified below, may increase his maximum prices for sales of anthracite as provided in paragraph (b) hereof. There shall be a monthly recalculation to determine whether an increase is permissible in any given month based on anthracite received during the previous calendar month. The following specified anthracite establishes the basis for an increase under this order:

GROUP I

Anthracite produced and prepared by Delano Anthracite Collieries Co., Ashland, Pa.

Anthracite produced and prepared by the Payne Coal Company, Wilkes Barre, Pennsylvania, at its Exeter Colliery, and marketed under the trade name "Orange Disc Anthracite."

Anthracite produced and prepared by the Dial Rock Coal Company, Scranton, Pennsylvania, for truck shipments only, and marketed under the trade name "Dial Rock Coal."

Anthracite produced by the Hazel Brook Coal Company from its Continental Mines and the property of Raven Run Coal Company, prepared at its Midvalley Breaker, and marketed under the trade name "Raven Run Coal".

GROUP II

Anthracite produced and prepared by the East Bear Ridge Colliery Company, Scranton, Pennsylvania.

Anthracite prepared at Jeddo #7 and Highland #5 breakers of the Jeddo Highland Coal Company, Jeddo, Pennsylvania, and marketed under the trade name "Jeddo Coal", "Highland Coal", or "Hazel Brook Coal".

Anthracite produced and prepared by the Dial Rock Coal Company, Scranton, Pennsylvania, for rail shipments only, and marketed under the trade name "Dial Rock Coal".

(b) *Automatic increases permitted by this order.*

(1) Any dealer whose receipts of Group I anthracite, specified in paragraph (a) hereof, during the previous calendar month equalled or exceeded 35% of all anthracite received by him during that month, may add 5¢ per net ton to the maximum prices established by the area order governing his sales of anthracite, for all sizes except screenings.

(2) Any dealer whose receipts of Group II anthracite, specified in paragraph (a) hereof, during the previous calendar month equalled or exceeded 15% of all anthracite received by him during that month, may add 5¢ per net ton to the maximum prices established by the area order governing his sales of anthracite, for all sizes except screenings.

(c) *Application for additional price increase.* Any dealer whose receipts of Group I anthracite during the previous calendar month exceeded 75%, or whose receipts of Group II anthracite during the previous calendar month exceeded 30%, of all anthracite received by him during that month, may apply to the New York Regional Office of the Office of Price Administration for an additional increase. An application may also be filed where the dealer feels that the combined percentage of Group I and Group II anthracite received during the previous calendar month warrants an adjustment in maximum price beyond that authorized by the automatic increase provisions of paragraph (b).

Applications may be filed under this paragraph (c) between the first and tenth day of each month, based upon the proportions of anthracite having different mine costs received during the previous calendar month, and should request an adjustment for a one-month period. Such application shall be in writing and set forth the following:

(i) Total tonnage of anthracite received by the dealer during the previous calendar month.

(ii) Tonnage of Group I and Group II anthracite specified in paragraph (a) received during the previous calendar month, identified as described therein.

(iii) Proposed increases on anthracite sales above area ceiling prices.

(iv) Any other pertinent information the Regional Administrator may request.

The Regional Administrator will either grant or deny the application, in whole or in part, in the light of the estimated average increase in supplier's maximum

prices for anthracite, based on dealer's total anthracite receipts during the previous calendar month, as compared with supplier's maximum prices established by § 1340.200 (a) (1) of Maximum Price Regulation No. 112. The order may incorporate appropriate provisions for recalculation of the permitted increase based upon changing mine costs.

(d) *Area dollars-and-cents orders subject to increases provided herein:*

The following orders and any subsequent revisions thereof:

Second Revised Order No. G–1 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G–3 under § 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–5 under § 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122.

Order No. G–6 under § 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122.

Revised Order No. G–7 under § 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G–8 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–9 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G–11 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G–12 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G–13 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G–14 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G–15 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G–16 under § 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G–17 under § 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G–18 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G–19 under § 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–20 under § 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–22 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–24 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–25 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–27 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–29 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–32 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–35 under § 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122.

Order No. G–36 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–37 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–38 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–39 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–40 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–41 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–42 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–44 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G–50 under Revised Maximum Price Regulation No. 122. (Issued by the National Office.)

(e) *Records.* Every dealer making sales of anthracite subject to this order shall preserve, keep, and make available for examination by the Office of Price Administration complete and accurate records of the total quantities of anthracite, including the higher cost anthracite specified in paragraph (a), received during each calendar month commencing with February, 1944. The anthracite shall be identified in the manner in which it is described in this order.

(f) *Reports.* Every dealer subject to this order shall, within ten days after he determines or redetermines his maximum prices hereunder, report to the Regional Office of the Office of Price Administration.

(1) The total tonnage of anthracite received by him during the previous calendar month.

(2) The tonnage of higher cost anthracite specified in paragraph (a) received by him during the previous calendar month. This anthracite shall be identified in the manner in which it is described therein.

(g) Order No. G–34 under Revised Maximum Price Regulation No. 122, issued on March 10, 1944, is hereby revoked in full as of the effective date of this order.

This Revised Order No. G–34 shall become effective July 5, 1944.

NOTE: The record-keeping and reporting requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 5th day of July 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–10479; Filed, July 14, 1944; 4:29 p. m.]

[Region II Order 50 Under RMPR 122, Corr. to Amdt. 3]

PENNSYLVANIA ANTHRACITE IN PENNSYLVANIA

Correction to amendment No. 3 to Order No. 50 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Pennsylvania anthracite delivered by dealers in the cities of York, Harrisburg and designated townships and boroughs in York, Dauphin, Cumberland and Perry Counties, Commonwealth of Pennsylvania, Coal Area 111.

1. The per net ton "Direct-Delivery" price for pea sized anthracite contained in schedule 11, paragraph (e) is corrected to read $10.70 instead of $11.70.

This correction to Amendment No. 3 to Order No. 50 shall become effective as of June 11, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 6th day of July 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–10480; Filed, July 14, 1944; 4:30 p. m.]

[Region IV Order G–17 Under RMPR 122, Amdt. 18]

SOLID FUELS IN KINSTON, N. C.

Amendment No. 18 to Order No. G–17 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Appendix XIII. Maximum prices for solid fuels in Kinston, North Carolina.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122 and by paragraph (e) of Order No. G–17, *It is hereby ordered*, That paragraph (m) of said Order No. G–17 be amended by adding a new sub-paragraph thereto, designated (m) (13), to read as set forth below:

(13) *Appendix XIII: Maximum prices for specified solid fuels in Kinston, North Carolina.* The maximum prices for specified solid fuels sold and delivered within the corporate limits of the City of Kinston, North Carolina, shall be as follows:

(i) *"Direct delivery or domestic" basis.*

BITUMINOUS COALS FROM DISTRICT NO. 7

Size	Per ton 2,000 lbs.	Per ½ ton 1,000 lbs.	Per ¼ ton 500 lbs.
Egg—size group 2	$12.25	$6.12	$3.31
Stove—size group 3	9.66	4.83	2.66
Stoker (nut or pea)—size group Nos. 4 or 5	9.66	4.83	2.66
Briquettes	12.31	6.15	3.33

BITUMINOUS COALS FROM DISTRICT NO. 8

Block or lump 3" and larger (size group Nos. 1 and 2) in price classifications A to H, inclusive	$11.86	$5.93	$3.21
Chuck (size group No. 2 including 3½" x 8" from mine index No. 481, the Virgio Mine of Benedict Coal Co	12.14	6.07	3.29
Egg, Size Group No. 6 (Top size larger than 5", but not exceeding 6"; bottom size 2" and smaller; top size 3" but not exceeding 5"; bottom size larger than 2" but not exceeding 3") in Price Classifications E to K, inclusive	10.66	5.33	2.92
Stoker, treated, double screened coal, top size 1¼" and smaller, bottom size smaller than 1¼" (Size Group No. 10)—In Price Classification A to E inclusive	9.80	4.90	2.70
Yard, nut and slack	8.25	4.13	2.31

(ii) *Special sales and services*—(a) *Carry from curb.* Only if the buyer requests such service, the dealer may charge for such service a sum no greater than 50¢ per ton.

(b) *Carry up or down stairs.* Only if the buyer requests such service, the dealer may charge for such service a sum no greater than 50¢ per ton.

(c) *Bagged coal.* The dealer may charge not more than 60¢ for 80 pounds of coal at the yard, plus 10¢ additional for bag.

(d) *Yard sales.* When the buyer picks up coal at the dealer's yard, the dealer must reduce the domestic price 50¢ per ton. On sales to peddlers or dealers at the yard, the dealer must reduce the price $1.00 per ton.

(e) *Treated coals.* The dealer may add not more than 10¢ per ton on such coals which have been subjected to oil or calcium chloride treatment by the producer and on which that charge was made by the dealer's supplier. This additional charge may not be added to treated stoker coal from District No. 8 as price already includes charge for treatment.

(f) *Carload sales.* On sales in carload lots the dealer may charge not more than mine price, plus freight, plus $1.25 per ton.

(g) *Taxes.* The State sales tax of 3% may be added to the prices established by this Order.

(h) *Delivery zone.* For deliveries beyond the corporate limits of Kinston, North Carolina, the dealer may make an additional charge of not more than 10¢ per mile per ton for each mile beyond the corporate limits of such city, with a minimum charge of 50¢ for each such delivery, said mileage to be determined by the actual highway mileage from the said corporate limits to the point of delivery by the most direct highway route.

(i) *Credit.* No additional charge over the prices provided in this appendix may be made for the extension of credit.

This amendment No. 18 to Order No. G–17 shall become effective July 1, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued July 3, 1944.

ALEXANDER HARRIS,
Regional Administrator.

[F. R. Doc. 44–10482; Filed, July 14, 1944; 4:27 p. m.]

[Region IV Order G–17 Under RMPR 122, Amdt. 19]

SOLID FUELS IN ROCKY MOUNT, N. C.

Amendment No. 19 to Order No. G–17 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Appendix XIV. Maximum prices for solid fuels in Rocky Mount, North Carolina.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122 and by paragraph (e) of Order No. G–17, *It is hereby ordered*, That paragraph (m) of said Order No. G–17 be amended by adding a new sub-paragraph thereto, designated (m) (14), to read as set forth below:

(14) *Appendix XIV: Maximum prices for specified solid fuels in Rocky Mount, North Carolina.* The maximum prices for specified solid fuels sold and delivered within the corporate limits of the City of Rocky Mount, North Carolina, and the area lying within fifteen miles of said corporate limits by the most direct highway route shall be as follows:

(i) *"Direct delivery or domestic" basis.*

LOW VOLATILE BITUMINOUS COAL FROM DISTRICT NOS. 7 AND 8

Size	Per ton 2,000 lbs.	Per ½ ton 1,000 lbs.	Per ¼ ton 500 lbs.
Egg, top price (top size larger than 3" bottom size no limit) in price classification C, from the red ash seam	$11.55	$6.08	$3.14
Egg, low price from Mine Index No. 391, the No. 2 mine of the Raven Red Ash Coal Co	11.25	5.88	3.06
Lump (bottom size larger than that designated for screened run of mine) in price classifications A–D	11.50	6.00	3.13
Stove (top size larger than 1¼" but not exceeding 3"; bottom size smaller than 3") from mine index No. 391, the No. 2 mine of the Raven Red Ash Coal Co	11.00	5.75	3.00
Nut (top size larger than ¾" but not exceeding 1¼"; bottom size smaller than 1¼")—price classification A, and size group No. 4 coal from mine index No. 37, the Caretta Mine of the Carter Coal Co	9.35	4.93	2.59
Run-of-mine, domestic or screened (in size group No. 6) price classification A	9.40	4.95	2.60
Stoker pea (top size not exceeding ¾"; bottom size smaller than ¾") in price classification A	8.75	4.63	2.44
Slack	8.00	4.25	2.25
Briquettes	12.00	6.25	3.25

HIGH VOLATILE BITUMINOUS COAL FROM DISTRICT NO. 8

Chunk, 5" x 8" (size group No. 2 egg or lump) from mine index No. 481, the Virglow Mine of the Benedict Coal Corporation	$11.15	$5.83	$3.04
Lump, 3" (size group No. 3) in price classification M	9.85	5.18	2.71
Egg, top price, 3" x 5" (size group No. 6) price classifications C–L, incl	9.85	5.18	2.71
Egg, low price, 2" x 5" (size group No. 7) price classifications K–M, incl	9.50	5.00	2.63
Stoker, (Top size 1¼" and smaller; bottom size smaller than 1¼") in price classifications B–E, inclusive	9.25	4.88	2.56
Slack	6.50	3.50	1.88

(ii) *Special sales and services*—(a) *Carry from curb.* Only if the buyer requests such service, the dealer may charge for such service a sum no greater than 50¢ per ton.

(b) *Carry up or down stairs.* Only if the buyer requests such service, the dealer may charge for such service a sum no greater than 50¢ per ton.

(c) *Bagged coal.* For coal bagged at the yard and delivered, the dealer may add not more than $1.00 per ton. The bags remain the property of the dealer.

(d) *Yard sales.* On sales of Egg Coal from District No. 8 to peddlers, the dealer must reduce price $1.00 per ton at the yard.

(e) *Sack coal.* The dealer may charge not more than 60¢ per 100 pounds of coal at the yard, not including the sack. The dealer may charge not more than 70¢ per 100 pounds of coal delivered, not including the sack.

(f) *Quantity.* On sales of five or ten tons, the dealer must reduce price 25¢ per ton. On sales of ten tons or more, the dealer must reduce price 50¢ per ton.

(g) *Treated coals.* If the dealer has paid the supplier 10¢ per ton additional for oil or chloride treatment at the mine, the dealer may add not more than 10¢ per ton on such coal.

(h) *Delivery zone.* For deliveries beyond the corporate limits of Rocky Mount, North Carolina, and the area lying within fifteen miles of said corporate limits, the dealer may make an additional charge of not more than 10¢ per mile per ton for each mile beyond the limits of such city with a minimum charge of 50¢ for each such delivery, said mileage to be determined by the actual mileage from the said city limits to the point of delivery by the most direct highway route.

(i) *Sales tax.* The State sales tax of 3% may be added to the prices established by this Order.

(j) *Credit.* No additional charge over the prices provided in this appendix may be made for credit.

This amendment No. 19 to Order No. G–17 shall become effective July 8, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued July 3, 1944.

ALEXANDER HARRIS,
Regional Administrator.

[F. R. Doc. 44–10483; Filed, July 14, 1944; 4:27 p. m.]

[Region IV Order G–17 Under RMPR 122, Amdt. 20]

SOLID FUELS IN FAYETTEVILLE, N. C.

Amendment No. 20 to Order No. G–17 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Appendix XV. Maximum prices for solid fuels in Fayetteville, North Carolina.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122 and by paragraph (e) of Order No. G–17, *It is hereby ordered*, That paragraph (m) of said Order No. G–17 be amended by adding a new sub-paragraph thereto, designated (m) (15), to read as set forth below:

(15) *Appendix XV: Maximum prices for specified solid fuels in Fayetteville, North Carolina.* The maximum prices for specified solid fuels sold and delivered within the corporate limits of the City of Fayetteville, North Carolina, and the area lying within fifteen miles of said corporate limits by the most direct highway route shall be as follows:

(i) *"Direct delivery or domestic" basis.*

LOW VOLATILE BITUMINOUS COALS FROM DISTRICT NO. 7

Size	Per ton, 2,000 lbs.	Per ½ ton, 1,000 lbs.	Per ¼ ton, 500 lbs.
Egg (top size larger than 3", bottom size no limit) in price classifications A and B	$11.60	$6.05	$3.15
Nut (top size 1¼" to larger than ¾, bottom size smaller than 1¼") in price classification A	10.05	5.27	2.76
Pea (top size not exceeding ¾", bottom size smaller than ¾") in price classification A	10.00	5.25	2.75

HIGH VOLATILE BITUMINOUS COALS FROM DISTRICT NO. 8

Egg, top price, 3" x 6" (size group No. 3) in price classifications G through K and from mine index No. 370, the Hatfield Campbell Creek Coal Co	$10.50	$5.50	$2.88
Egg, low price, 3" x 5" (Size Group No. 6) in price classifications B through L and from mine index No. 370, the Hatfield-Campbell Creek Coal Co	10.25	5.38	2.81
Lump or Chunk: Chunk 3½" x 8" and (size group No. 2) in Price Classifications A through E; Lump 3" (Size Group No. 3) in price classification A; and lump 4" from mine index No. No. 5574 the Dixiana Mine of the Coal Processing Corporation	11.06	5.78	3.01
Treated stoker, top size not exceeding 1¼", bottom size less than 1¼" (Size Group No. 10) in Price classifications B through M; and from mine index No. 5574, the Dixiana Mine of the Coal Processing Corporation	10.15	5.33	2.79

YARD SLACK FROM DISTRICTS NOS. 7 AND 8

Yard slack	$8.00	$4.25	$2.25

(ii) *Special sales and services*—(a) *Carry from curb.* Only if the buyer requests such service, the dealer may charge for such service a sum no greater than 50¢ per ton.

(b) *Carry up or down stairs.* Only if the buyer requests such service, the dealer may charge for such service a sum no greater than $1.00 per ton.

(c) *Bagged coal.* For coal bagged at the yard and carried, the dealer may charge not more than $1.00 additional per ton.

(d) *Quantity.* The dealer may charge not more than 60¢ per 100 pounds of coal at the yard, not including sack. Dealers may charge not more than 70¢ per 100 pounds delivered, not including sack.

(e) *Yard sales.* On sales at the yard to consumers, the dealer must reduce the price 50¢ per ton. On sales at the yard to peddlers, the dealer must reduce the price $1.00 per ton. On sales at the yard to other registered dealers, the dealer must reduce the price $1.50 per ton.

(f) *Treated coal.* If the dealer has paid the supplier 10¢ per ton additional for oil or chloride treatment at the mine, the dealer may add not more than 10¢ per ton on such coal.

(g) *Delivery zone.* For deliveries beyond the corporate limits of Fayetteville, North Carolina, and the area lying within fifteen miles of said corporate limits, the dealer may make an additional charge of not more than 10¢ per mile per ton for each mile beyond the limits of such city with a minimum charge of 50¢ for each such delivery, said mileage to be determined by the actual highway mileage from the said city limits to the point of delivery by the most direct highway route.

(h) *Sales tax.* The State sales tax of 3% may be added to the prices established by this order.

(i) *Credit.* No additional charge over the prices provided in this appendix may be made for credit.

This Amendment No. 20 to Order No. G–17 shall become effective July 8, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued July 3, 1944.

ALEXANDER HARRIS,
Regional Administrator.

[F. R. Doc. 44–10484; Filed, July 14, 1944; 4:27 p. m.]

[Region IV, Order G–17 Under RMPR 122, Amdt. 21]

SOLID FUELS IN GREENVILLE, N. C.

Amendment No. 21 to Order No. G–17 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Appendix XVI. Maximum prices for solid fuels in Greenville, North Carolina.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122 and by paragraph (e) of Order No. G–17, *It is hereby ordered,* That paragraph (m) of said Order No. G–17 be amended by adding a new subparagraph thereto, designated (m) (16), to read as set forth below:

(16) *Appendix XVI. Maximum prices for specified solid fuels in Greenville, North Carolina.* The maximum prices for specified solid fuels sold and delivered within the corporate limits of the City of Greenville, North Carolina, and the area lying within fifteen miles of said corporate limits by the most direct highway route shall be as follows:

(i) *"Direct delivery or domestic" basis.*

LOW VOLATILE BITUMINOUS COAL FROM DISTRICTS NO. 7 AND 8

Size	Per ton 2,000 lbs.	Per ½ ton 1,000 lbs.	Per ¼ ton 500 lbs.
Lump and egg in Price Classifications B and C and from Mine Index No. 391, No. 2 mine of the Raven Red Ash Coal Company	$11.40	$5.70	$3.10
Nut in Price Classification A and from Mine Index No. 391, No. 2 mine of the Raven Red Ash Coal Company	8.90	4.45	2.48
Pea stoker in Price Classification A	9.05	4.52	2.51
Berwind briquettes	11.60	5.80	3.15

HIGH VOLATILE BITUMINOUS COAL FROM DISTRICT NO. 8

Size	Per ton 2,000 lbs.	Per ½ ton 1,000 lbs.	Per ¼ ton 500 lbs.
Egg, *Top Price,* top size larger than 3", bottom size larger than 3" but not exceeding 4", and all double screened coals, top size 5" and larger, bottom size larger than 4", in price classification M and from Mine Index No. 370, the Point Lick #4 mine of the Hatfield-Campbell Creek Coal Corporation, and in price classification K from Sub-district 6; and Egg, top size larger than 6", bottom size larger than 2" but not exceeding 3" in price classification C	$10.60	$5.30	$2.90
Egg, top size larger than 6", bottom size larger than 2" but not exceeding 3" in price classification C			
Egg, *Middle Price,* top size larger than 5" but not exceeding 6", bottom size larger than 2" but not exceeding 3", and top size larger than 6", bottom size 2" and smaller from Mine Index No. 370 the Point Lick #4 Mine of the Hatfield-Campbell Creek Coal Company	10.10	5.05	2.78
Egg, *Low Price,* top size larger than 5" but not exceeding 6", bottom size 2" and smaller, and top size 3" and larger but not exceeding 5", bottom size larger than 2" but not exceeding 3" in price classifications E through N	9.45	4.73	2.61
Stoker	9.10	4.55	2.53

(ii) *Special sales and services*—(a) *Carrying.* Only if the buyer requests such service, the dealer may charge for such service a sum no greater than 60¢ per ton.

(b) *Yard sales.* When the buyer picks up coal at the dealer's yard, the dealer must reduce the domestic price 50¢ per ton.

(c) *Sack coal.* The dealer may charge not more than 75¢ per 100 pounds of coal at the yard, plus 15¢ per sack, if the dealer furnishes the sack.

(d) *Treated coal.* If the dealer has paid the supplier 10¢ per ton additional for oil or chloride treatment at the mine, the dealer may add not more than 10¢ per ton on such coal.

(e) *Delivery zone.* For deliveries beyond the corporate limits of Greenville, North Carolina, and the area lying within fifteen miles of said corporate limits, the dealer may make an additional charge of not more than 10¢ per mile per ton for each mile beyond the limits of such city with a minimum charge of 50¢ for each such delivery, said mileage to be determined by the actual highway mileage from the said city limits to the point of delivery by the most direct highway route.

(f) *Sales tax.* The State sales tax of 3% may be added to the prices established by this Order.

(g) *Credit.* No additional charge over the prices provided in this appendix may be made for credit.

This Amendment No. 21 to Order No. G–17 shall become effective July 8, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued July 3, 1944.

ALEXANDER HARRIS,
Regional Administrator.

[F. R. Doc. 44–10485; Filed, July 14, 1944; 4:28 p. m.]

[Region IV Order G–17 Under RMPR 122, Amdt. 22]

SOLID FUELS IN ELIZABETH CITY, N. C.

Amendment No. 22 to Order No. G–17 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Appendix XVII. Maximum prices for solid fuels in Elizabeth City, North Carolina.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122 and by paragraph (e) of Order No. G–17, *It is hereby ordered,* That paragraph (m) of said Order No. G–17 be amended by adding a new subparagraph thereto, designated (m) (17), to read as set forth below:

(17) *Appendix XVII: Maximum prices for specified solid fuels in Elizabeth City, North Carolina.* The maximum prices for specified solid fuels sold and delivered within the corporate limits of the City of Elizabeth City, North Carolina, and the area lying within fifteen miles of said corporate limits by the most direct highway route shall be as follows:

(i) *"Direct delivery or domestic" basis.*

LOW VOLATILE BITUMINOUS COAL FROM DISTRICT NO. 7

Size	Per ton 2,000 lbs.	Per ½ ton 1,000 lbs.	Per ¼ ton 500 lbs.
Egg	$11.25	$5.88	$3.06
Pea stoker	9.20	4.85	2.55
Domestic—run-of-mine	9.45	4.98	2.61
Nut	9.20	4.85	2.55
Stove	11.15	5.83	3.03

HIGH VOLATILE BITUMINOUS COALS FROM DISTTICT NO 8

Egg	$9.64	$5.07	$2.66

BRIQUETTES FROM DISTRICT NO. 7

Briquettes	$11.80	$6.15	$3.20

YARD SLACK FROM DISTAICT NOS. 7 AND 8

Yard slack	$8.00	$4.25	$2.25

(ii) *Special sales and services*—(a) *Carry up or down stairs.* Only if the buyer requests such service, the dealer may charge for such service not more than $1.00 per ton.

(b) *Delivery zone.* For deliveries beyond the corporate limits of Elizabeth City, North Carolina, and the area lying within fifteen miles of said corporate limits, the dealer may make an additional charge of not more than 10¢ per mile per ton for each mile beyond the limits of such city with a minimum charge of 50¢ for each such delivery, said mileage to be determined by the actual highway mileage from the said city limits to the point of delivery by the most direct highway route.

(c) *Sack coal.* The dealer may charge not more than 75¢ per 100 pounds of coal plus 15¢ deposit on the sack.

(d) *Treated coal.* If the dealer has paid the supplier 10¢ per ton additional for oil or chloride treatment at the mine, the dealer may add not more than 10¢ per ton on such coal.

(e) *Sales tax.* The State sales tax of 3% may be added to the prices established by this Order.

(f) *Credit.* No additional charge over the prices provided in this appendix may be made for credit.

This Amendment No. 22 to Order No. G–17 shall become effective July 8, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued July 3, 1944.

ALEXANDER HARRIS,
Regional Administrator.

[F. R. Doc. 44–10486; Filed, July 14, 1944; 4:29 p. m.]

[Region IV Order G–17 Under RMPR 122, Amdt. 23]

SOLID FUELS IN ORANGE COUNTY, N. C.

Amendment No. 23 to Order No. G–17 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Appendix XVIII. Maximum prices for solid fuels in Orange County, North Carolina.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122 and by paragraph (e) of Order No. G–17, *It is hereby ordered,* That paragraph (m) of said Order No. G–17 be amended by adding a new sub-paragraph thereto, designated (m) (18), to read as set forth below:

(18) *Appendix XVIII: Maximum prices for specified solid fuels in Orange County, North Carolina.* The maximum prices for specified solid fuels sold and delivered within the boundaries of Orange County, North Carolina, shall be as follows:

(i) *"Direct delivery or domestic" basis.*

HIGH VOLATILE BITUMINOUS COAL FROM DISTRICT NO. 8

Size	Per ton 2,000 lbs.	Per ½ ton 1,000 lbs.	Per ¼ ton 500 lbs.
Block (size group No. 1 and 2) in price classification A	$10.25	$5.38	$2.81
Splint egg, 3" x 5" (size group No. 6) in price classifications E-L, inclusive	9.15	4.82	2.54
Egg, 3" x 6" (size group No. 5) in price classifications B-G, inclusive	9.55	5.03	2.64
Stove, 1" x 2½" (size group No. 8) in price classification G	9.10	4.80	2.52
Chunk, 3" x 8" (size group No. 4 egg) in price classification K	9.60	5.05	2.65
Stoker nut, ¾" x 1" (size group No. 10) in price classifications B-E	9.00	4.75	2.50

LOW VOLATILE BITUMINOUS COAL FROM DISTRICTS NOS. 7 AND 8

Size	Per ton 2,000 lbs.	Per ½ ton 1,000 lbs.	Per ¼ ton 500 lbs.
Egg (top size larger than 3", bottom size no limit) in price classification A	$10.25	$5.38	$2.81
Egg, 2½" x 7" (size group No. 2) from the Red Ash seam	9.85	5.18	2.71
Stove (top size larger than 1¼", not exceeding 3", bottom size smaller than 3") price classification A	9.75	5.13	2.69
Nut (top size 1¼" to larger than ¾", bottom size smaller than 1¼") in price classification A	8.90	4.70	2.48
Stoker pea (top size not exceeding ¾", bottom size smaller than ½") in price classification A	8.85	4.68	2.46

YARD SLACK FROM DISTRICT NOS. 7 AND 8

Yard slack	$8.50	$3.50	$1.88

(ii) *Special sales and services*—(a) *Carry from Curb.* Only if the buyer requests such service, the dealer may charge not more than 50¢ per ton for such service.

(b) *Carry up or down stairs.* Only if the buyer requests such service, the dealer may charge not more than 50¢ per ton for such service.

(c) *Bagged coal.* For coal delivered in bags and carried, the dealer may add not more than 50¢ per ton, bags remaining property of the dealer.

(d) *Yard sales.* When the buyer picks up coal at the dealer's yard, the dealer must reduce the domestic price $1.00 per ton.

(e) *Delivery zone.* For deliveries made beyond the corporate limits of the city or township in which the dealer's yard is located, the dealer may add 10¢ per mile per ton, with a minimum charge of 50¢ for each such delivery.

(f) *Treated coal.* If the dealer has paid the supplier 10¢ per ton additional for oil or chloride treatment at the mine, the dealer may add not more than 10¢ per ton on such coal.

(g) *Sales tax.* The State sales tax of 3% may be added to the prices established by this appendix.

(h) *Credit.* No additional charge over the prices provided in this appendix may be made for credit.

This Amendment No. 23 to Order No. G–17 shall become effective July 10, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued July 4, 1944.

ALEXANDER HARRIS,
Regional Administrator.

[F. R. Doc. 44–10487; Filed, July 14, 1944; 4:29 p. m.]

[Region IX Order 3 Under MPR 418]

FRESH FISH IN ALASKA

Order No. 3 under section 2 (d) of Maximum Price Regulation 418, as amended. Fresh fish and seafood. Fresh fish in Alaska. Modification of producers' maximum prices.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and under the authority vested in the Regional Administrator of Region IX of the Office of Price Administration by section 2 (d) of Maximum Price Regulation 418; *It is ordered:*

1. On and after the effective date of this order, the maximum prices for producers of fresh fish sold on fishing grounds or receiving stations in and off the Territory of Alaska, shall be the maximum prices established by Table A at the Alaskan port of entry nearest to the grounds or station where delivery of the fish is made to the buyer or the buyer's agent, less the deduction for the applicable species of fish as set forth below:

Schedule No.	Name	Style of dressing	Size	Amount to be deducted (in cents per pound)
24	Ling cod (Pacific Coast)	Any style	All sizes	1½
25	Red cod (rock cod) (Pacific Coast)	Any style	All sizes	1½
26	Sablefish	Any style	All sizes	1½
27	Salmon, chinook or King (Pacific Coast) troll caught, redmeated.	Any style	14 lb. or over	3

For all other fresh fish or species of fresh fish, regardless of size or style of dressing, the amount to be deducted shall be two cents per pound.

2. This Order No. 3 supersedes Order No. 1 and Order No. 2 which are hereby revoked.

3. This order may be revoked or amended at any time.

This Order No. 3 shall become effective July 15, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4651)

Issued this 14th day of July 1944.

GERALD A. BARRETT,
Acting Regional Administrator.

[F. R. Doc. 44-10477; Filed, July 14, 1944; 4:25 p. m.]

[Region VI Order G-61 Under SR 15, MPR 280 and MPR 329, Amdt. 1]

FLUID MILK IN BRAINERD, MINN.

Correction

In F. R. Doc. 44-10219, appearing on page 7901 of the issue for Friday, July 14, 1944, the bracketing heading should read as set forth above.

SECURITIES AND EXCHANGE COMMISSION.

[File No. 70-805]

ILLINOIS POWER COMPANY

ORDER CONCERNING PAYMENT OF FEES

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 13th day of July 1944.

The Commission having issued a memorandum opinion and supplemental order in the above-styled and numbered proceedings on March 14, 1944, in which jurisdiction was reserved with respect to the payment of all legal fees and expenses and the fees of The First Boston Corporation incurred in connection with the refunding by Illinois Power Company of its Series A, 6% First and Refunding Mortgage Bonds, due April 1, 1953, in the principal amount of $30,681,500 and its Series C, 5% bonds of the same designation due December 1, 1956, in the principal amount of $39,175,100; and further hearings having been held, after appropriate notice to all interested persons, with respect to such fees and expenses on June 29, 1944; and

The Commission finding that the following legal fees are not unreasonable for the services rendered in connection with said refunding; Pam, Hurd and Reichman, as attorneys for Illinois Power Company, in the amount of $40,000; Bell, Boyd and Marshall, as attorneys for the trustee under the indenture relating to the 30-year 5½% Sinking Fund Debentures of Illinois Power Company in the amount of $2,500; and Anderson, Gilbert, Wilfort, Allen and Bierman, as attorneys for Illinois Terminal Railroad Company and Central Terminal Company, subsidiaries of Illinois Power Company, in the amount of $5,500; and

The Commission further finding that a fee in the amount of $27,500 to The First Boston Corporation for its services as financial adviser to Illinois Power Company in connection with said refunding, and a further fee in the amount of $75,000 to said corporation for its services with respect to the sale of the new First Mortgage and Collateral Trust Bonds, 4% Series due November 1, 1973, in the principal amount of $63,000,000 are not unreasonable;

It is ordered, That jurisdiction be and the same is hereby released with respect to payment of the aforesaid fees in the amounts designated.

It is further ordered, That jurisdiction be and the same is hereby reserved with respect to the payment of the fees of Donovan, Leisure, Newton and Lumbard, attorneys for the purchasers of the new bonds.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 44-10494; Filed, July 15, 1944; 11:02 a. m.]

[File No. 70-920]

BIRMINGHAM GAS COMPANY

NOTICE OF AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 13th day of July, A. D. 1944.

Notice is hereby given that a declaration or application (or both) has been filed with this Commission pursuant to the Public Utility Holding Company Act of 1935 by Birmingham Gas Company, a gas utility company and a subsidiary company of American Gas and Power Company and Community Gas and Power Company, registered holding companies.

All interested persons are referred to said declaration or application, which is on file in the office of the Commission, for a statement of the transactions therein proposed, which are summarized below:

By order dated March 13, 1941 (File No. 70-249), this Commission granted an amended application of Birmingham Gas Company and permitted its amended declaration to become effective, regarding the issuance and sale on April 1, 1941, of $5,850,000 principal amount of its first mortgage bonds, 3⅞% Series due 1971. Said amended application and declaration contained a restriction and condition providing, in part, that from the date of issuance of said bonds, Birmingham Gas Company would not, so long as the ratio of its outstanding funded debt to the amount of its net property should exceed 50%, declare or pay any dividend on its common stock (other than dividends payable solely in shares of such stock) without first obtaining consent of this Commission to such dividend declaration and payment. The bonds were issued and sold, and $5,780,000 principal amount thereof is now outstanding.

The company desires that this restriction shall be amended and modified to read and provide in part substantially as follows:

So long as the ratio of applicant's outstanding funded debt to the amount of its net property shall exceed 50%, applicant will not (i) declare or pay any dividends on its common stock in excess of 50% of its net earnings available for dividends on common stock to be computed from January 1, 1944, up to the end of the calendar month immediately preceding that in which it is then proposed to declare such dividend, nor (ii) declare or pay any dividends on its common stock in excess of 60¢ per share in any twelve-month period commencing January 1, 1944, nor (iii) make any payment or distribution on such common stock (by purchase or otherwise, in money or other property other than as permitted by (i) and (ii) above—in each case pending the further order or orders of the Commission. • • •

As a part of the transaction, applicant proposes to redeem $150,000 principal amount of its First Mortgage Bonds, 3⅞% series Due 1971, on or before September 1, 1944, at 109.28% of their principal amount, plus accrued interest, as permitted by the Indenture of Mortgage (section 9, Article Two). Said bonds shall be in addition to the bonds required by Article Eleven of said indenture to be retired by sinking fund and shall not be usable for any purpose nor to meet any requirement of the indenture.

The ratio of Birmingham Gas Company's outstanding bonds to its net property, per books, after giving effect to the proposed redemption of bonds, is less than 60%. Birmingham Gas Company states that the proposed modification of the common stock dividend restriction will permit the company to place its common stock on a regular dividend basis, thereby facilitating compliance by American Gas and Power Company with the Commission's Order of July 2, 1943 (File No. 59-55) directing disposition of the common stock of Birmingham Gas Company (62.82% of total outstanding) held by American Gas and Power Company and permitting Birmingham Gas Company to meet its future capital requirements by issuance and sale of additional common stock.

It appearing to the Commission that it is appropriate in the public interest and in the interests of investors and consumers that a hearing be held with respect to said matters, and that said declaration and application shall not be permitted to become effective or granted except pursuant to further order of the Commission;

It is ordered, That a hearing on said matters under the applicable provisions of said act and the rules of this Commission thereunder be held on July 27, 1944, at 2:00 p. m., e. w. t., at the offices of this Commission, 18th and Locust Streets, Philadelphia, Pa. On such date the hearing room clerk in Room 318 will advise as to the room in which said hearing will be held. At such hearing, cause shall be shown why such declarations shall be permitted to become effective and such applications granted.

It is further ordered, That Robert P. Reeder or any other officer or officers of this Commission designated by it for that purpose shall preside at the hearings on such matters. The officer so designated to preside at such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of the act and to a trial examiner under the Commission's rules of practice.

It is further ordered, That without limiting the scope of the issues otherwise to be considered in the consolidated proceedings, particular attention will be directed at the hearings to the following matters and questions:

1. Whether the proposed transactions are in the public interest or in the interest of investors and consumers and whether in all respects the proposed transactions comply with all the applicable provisions and requirements of the Public Utility Holding Company Act of 1935 and the rules, regulations and orders promulgated thereunder.

2. Whether and to what extent it is necessary or appropriate in the public interest to impose terms or conditions in regard to the accounts of Birmingham Gas Company, or otherwise in connection with the proposed transactions.

It is further ordered, That notice of said hearing is hereby given to Birmingham Gas Company, to American Gas and Power Company, to their security holders, and to all interested persons; said notice to be given to Birmingham Gas Company and American Gas and Power Company by registered mail, and to all other persons by publication of this notice and order in the FEDERAL REGISTER and by a general release of this Commission distributed to the press and mailed to the mailing list for releases issued under the Public Utility Holding Company Act of 1935.

It is requested that any person desiring to be heard in these proceedings shall file with the Secretary of this Commission on or before July 24, 1944, an appropriate request or application to be heard, as provided by Rule XVII of the Commission's rules of practice.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 44-10495; Filed, July 15, 1944; 11:02 a. m.]

[File No. 70-587]

POTOMAC ELECTRIC POWER COMPANY

ORDER CONCERNING NOTIFICATION BEFORE DECLARING CASH DIVIDEND

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 13th day of July, 1944.

The Commission having issued an order in the above-styled and numbered proceedings on August 26, 1942 granting the application, as amended, of Potomac Electric Power Company, a subsidiary of Washington Railway and Electric Company, a registered holding company, filed in said proceedings, subject to the condition, among others, that said applicant notify this Commission thirty days before it declares any cash dividend on its common stock; and

It now appearing to the Commission that the continuance of the aforesaid condition is no longer appropriate in the public interest or for the protection of investors or consumers;

It is hereby ordered, That the condition contained in said order to the effect that Potomac Electric Power Company notify this Commission thirty days before it declares any cash dividend on its common stock cease to be operative from the date hereof.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 44-10496; Filed, July 15, 1944; 11:02 a. m.]

WAR FOOD ADMINISTRATION.

[Docket No. AO 71-A 9]

HANDLING OF MILK IN NEW YORK METROPOLITAN AREA

NOTICE OF HEARING

Proposed amendments to tentatively approved marketing agreement, as amended, and order, as amended, regulating the handling of milk in the New York Metropolitan milk marketing area.

Pursuant to the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 1940 ed. 601 *et seq.*), and in accordance with the applicable rules of practice and procedure (7 CFR, Cum. Supp., 900.1 *et seq.*) notice is hereby given of a hearing to be held at the Commodore Hotel, New York City, beginning at 10 a. m., e. w. t., August 15, 1944, for the purpose of receiving evidence with respect to proposed amendments to the tentatively approved marketing agreement, as amended, and order (No. 27), as amended, regulating the handling of milk in the New York metropolitan milk marketing area, and with respect to proposed rules and regulations for accounting for and classifying butterfat and skim milk, the provisions of each of which are hereinafter set forth. The proposed amendments to the tentatively approved marketing agreement, as amended, and order, as amended, and proposed rules and regulations have not received the approval of the War Food Administrator.

The proposed amendments, together with the proposed rules and regulations, as hereinafter set forth, have been prepared by the Dairy and Poultry Branch, Office of Distribution, after due consideration of, and largely on the basis of, amendments recently proposed by handlers and producers or their representatives. Included also are proposed revisions considered by the Dairy and Poultry Branch to be administratively desirable.

However, in view of the relatively large number and varying character of the amendments as proposed by handlers and producers, and in order to incorporate proposals of the Dairy and Poultry Branch, the proposed amendments, as hereinafter set forth, are in the form in which they would appear in an amended marketing agreement and order.

Included for purposes of facilitating consideration of the proposed amendments are certain specific provisions, in essentially the same form as they now appear in the present order, with respect to which evidence will not be received at this hearing. Such provisions include the definition of the marketing area, the provision on cooperative payments, and the provision on location differentials. In addition there are certain proposals which have been submitted for amendment of the order as now in effect but which are specifically not included in the proposed amendments as hereinafter set forth and with respect to which evidence will not be received at this hearing. Included in this category are proposals for a pool adjustment on special milk, for relocating differentials or diversion payments, and for changing the basic level of prices for fluid milk and fluid cream deemed to be sold in the marketing area.

Preceding the proposed amendments as hereinafter set forth is a statement of purpose and methods which is included merely for the purpose of assisting interested parties in their consideration and analysis of the proposed amendments.

The proposed amendments in the form described herein, the statement of purpose and methods, and the proposed rules and regulations for accounting for butterfat and skim milk are as follows:

Statement of Purpose and Methods

Pursuant to the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 1940 ed., 601 *et seq.*), and following public hearings called to receive evidence on the matter, a marketing order or agreement regulating the marketing of milk in the New York metropolitan area will be issued, administered, and enforced in order to effectuate the purposes of such act.

This order or agreement, as proposed, would be administered by a market administrator selected and appointed for that purpose who would assemble such staff, would make such rules and regulations, and would carry on such activities as are necessary and appropriate in order to administer and enforce successfully and lawfully the provisions of the order or agreement.

The order or agreement would outline the area in which the marketing of milk is to be regulated and would provide a method for determining specifically that milk and those handlers or plant operators subject to the regulation.

The order or agreement would provide for classifying milk in accordance with the form in which or the purpose for which it is used. Together with the rules and regulations concerning the technical aspects of accounting for and classifying milk, it would provide specifically the manner in which the milk received by each handler subject to the order or agreement would be classified. The detailed plan of classification would provide a separate class for the butterfat and the skim milk in all products deemed to contain both butterfat and milk solids not fat so as to facilitate the separate pricing of these two components of whole milk received from farmers and so as to insure uniform minimum prices to all handlers. Provision would be made for five general classification groups, the first four specifically covering butterfat in various forms or uses, and the fifth covering skim milk in all its forms and uses.

Class I (butterfat) would cover the milk and cream deemed to be used for fluid milk or milk beverage purposes, with separate subclasses for that deemed to be sold (a) in the marketing area, (b) in other areas under Federal order or agreement, and (c) in other areas.

Class II (butterfat) would cover the milk and cream deemed to be used for fluid cream, with separate subclasses for that deemed to be sold as fluid cream in the marketing area, frozen or storage cream, fluid cream in the special cream area, fluid cream in the New England area, and fluid cream in other areas.

Class III (butterfat) would cover the milk and cream deemed to be used for manufacturing products usually made from whole milk, with separate subclasses for that deemed to be used for plain condensed milk, evaporated milk, sweetened condensed milk, milk chocolate or candy products, whole milk powder, Cheddar cheese, and other cheese except cream cheese.

Class IV (butterfat) would cover the milk or cream deemed to be used for manufacturing products usually made from cream rather than whole milk with separate subclasses for that deemed to be used for frozen desserts or mixes in specially designated areas, for cream cheese, and for butter.

Class V would cover all skim milk for all purposes, whether in milk, cream, or skim milk; with separate subclasses for that deemed to be used for (a) fluid milk, fluid cream, fluid skim milk, or milk beverages in the marketing area, (b) fluid milk, fluid skim milk, or milk beverages in other areas under Federal order or agreement, (c) fluid milk, fluid skim milk, or milk beverages in other areas, and (d) all other uses, forms, or products.

The order or agreement would provide a method for establishing for each subclass each month a minimum price for which handlers would be held accountable. Each such minimum price would be computed and announced by the market administrator each month and would be designed to reflect the approximate competitive supply value of milk, cream, butterfat, and skim milk suitable for use in the various dairy products covered by the classification plan. All minimum prices would be expressed as minimum prices per pounds of butterfat or per hundredweight of skim milk. Thus, the total accountable price for any milk or cream would be the combined values of (1) the butterfat in the milk or cream and (2) the skim milk in the milk or cream.

The basic price for whole milk deemed to be used for fluid purposes in the marketing area would be related to, but substantially above, the calculated basic values for creamery butter and nonfat dry milk solids (the same as in the present order). Such price would be 25 cents higher in the months of July through March than in the other months.

The price for the butterfat in milk, milk beverages, and cream deemed to be used for fluid purposes in the marketing area as fluid cream would be related to creamery butter prices on a bracketed basis and would be lower in April, May, and June than in the other months.

The price for skim milk deemed to be used for fluid purposes in the marketing area would be the difference between the indicated price for whole milk for fluid purposes and the value of butterfat in fluid products at the indicated price for such butterfat.

The manufacturing skim price would be calculated each month on the basis of market values of nonfat dry milk solids.

Prices for the butterfat and skim milk deemed to be sold as fluid milk, fluid skim milk, or milk beverages in other Federal areas and in other non-Federal areas would be the same as the marketing area prices except that in the months of March through July the price for such skim milk in outside non-Federal areas would be lower by half the difference between the fluid skim price and the manufacturing skim price.

The price for cream deemed to be sold as cream in the New England area would be calculated each month on the basis of the market price of cream in Boston, and would consist of the value of the skim milk in the cream at the manufactured skim milk price and the value of the butterfat in the cream at a butterfat price based on the residual value.

The price for cream deemed to be sold as cream outside the marketing area, outside the special cream area, and outside the New England area, would be calculated each month on the basis of the market price of cream in Philadelphia, and would consist of the value of the skim milk in the cream at the manufactured skim milk price and the value of the butterfat in the cream at a butterfat price based on the residual value.

The prices for all of the other subclasses covering cream deemed to be used for fluid or manufacturing purposes, including cream in the special cream area, frozen cream, frozen desserts and mixes, cream cheese, and butter, would be calculated separately each month and would consist of the value of the skim milk in the cream at the manufactured skim milk price and the value of the butterfat in the cream at a price calculated in relation to the butterfat price determined for Boston cream, Philadelphia cream, or creamery butter.

The price for milk deemed to be used for plain condensed milk would be calculated each month as the value of the skim milk at the manufacturing skim milk price and the value of the butterfat at the same price as for butterfat in the subclass covering frozen desserts or mixes deemed to be sold in New York City.

The price for milk deemed to be used in evaporated would be calculated each month in relation to prices paid by specified manufacturing milk plants in the Middle West purchasing milk from farmers, and would consist of the value of the skim milk in the milk at the manufacturing skim milk price and the value of the butterfat at a price based on the residual value.

The price for milk deemed to be used in Cheddar cheese would be calculated each month in relation to cheese price quotations in Wisconsin, and would consist of the value of the skim milk in the milk at the manufacturing skim milk price and the value of the butterfat at a price based on the residual value.

The prices for the other subclasses covering milk deemed to be used for manufacturing purposes would be calculated separately each month and would consist of the value of the skim milk in the milk at the manufacturing skim milk price and the value of the butterfat at a price related to the butterfat price for the subclasses covering evaporated milk or butter.

Butterfat differentials per point for each subclass would be calculated each month as one-tenth of the calculated butterfat price per pound for the subclass. Transportation differentials would also be specified for the separate subclasses.

The total amount of milk received and its value at specified class prices for which each handler is accountable would be reported and summarized each month and combined into a total for all handlers, for the purpose of calculating a uniform or marketwide pool price to producers for the milk delivered by them to handlers. Each handler would be required to account for the payment of this uniform price to the producers from whom milk was received, and to account to the pool or the producer-settlement fund for any difference between payments to producers on the one hand and the total classification value of the milk on the other. Prices to producers would likewise be subject to specified location differentials and to a butterfat differential per point calculated as one-tenth of the weighted average price per pound of butterfat in all classes.

The market administrator would operate the pool or producer-settlement fund and pay out of it not only the payments due handlers in order to balance their producer-settlement fund accounts, but also the payments to qualified cooperatives, payments on storage cream, payments to correct errors, and other payments authorized in the order or agreement.

The order or agreement would make special provisions authorizing the expeditious handling of specific types of emergency problems which have been arising in the New York area in recent years, including the handling of subsidy monies, the development and operation of plans to market unusually heavy supplies of milk, and the development and operation of plans to meet unusual shortages.

The order or agreement would specify a maximum rate of assessment against handlers to defray the costs of administering the order or agreement. It would specify an additional charge against handlers on past-due accounts, and would specify time limits within which handlers' accounts may be audited or reaudited and within which handlers may seek formal administrative review of administrative actions.

Proposed Amendments

§ 927.1 *Definitions.* The following terms shall have the following meanings:

(a) "Act" means Public Act No. 10, 73d Congress, as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, as amended.

(b) "War Food Administrator" means the War Food Administrator of the United States or any officer or employee of the United States Department of Agriculture who is, or who may hereinafter be, authorized to exercise the powers and to perform the duties of the War Food Administrator hereunder.

(c) Note: Same as § 927.1 (c) of the present order).

(d) "Person" means any individual, partnership, corporation, association, or any other business unit.

(e) "Dairy farmer" means any person who produces milk.

(f) "Producer" means any dairy farmer whose milk is delivered direct from farm to a pool plant.

(g) "Handler" means (1) any person who engages in the handling of milk or products therefrom which milk was received at a pool plant or at a plant approved by any health authority for the receiving of milk to be sold in the marketing area, (2) any person who engages in the handling of milk or cream, which milk or cream is shipped to or received in the marketing area, or (3) any cooperative association of producers with respect to any milk which it causes to be delivered from producers to any other handler for the account of such association.

(h) "Plant" means the buildings, facilities, and land which are determined by the market administrator to constitute a plant.

(j) "Pool plant" means any plant determined by the market administrator to be a pool plant pursuant to § 927.3.

(k) "Market administrator" means the agency, which is described in § 927.2, for the administration of this order.

(l) "Special cream area" means the territory within the State of New York outside the marketing area and Fisher's Island, and the territories within the following counties of New Jersey:

Bergen.	Morris.
Essex.	Passaic.
Hudson.	Somerset.
Hunterdon.	Sussex.
Middlesex.	Union.
Monmouth.	Warren.

(m) "New England cream area" means the territory within the States of Connecticut, Maine, New Hampshire, Rhode Island, Vermont, the Commonwealth of Massachusetts, and Fisher's Island in Suffolk County, New York.

(n) "Milk" means the product delivered to a plant by dairy farmers as cow's milk.

(o) "Skim milk" means all parts of milk except butterfat.

(p) Other terms shall be defined by the market administrator in regulations issued pursuant to § 927.4 (b).

§ 927.2 *Market administrator*—(a) *Selection, removal, and bond.* The agency for the administration of this order shall be a market administrator who shall be a person selected and subject to removal by the War Food Administrator. The market administrator shall, within 45 days following the date upon which he enters upon his duties, execute and deliver to the War Food Administrator a bond, conditioned upon the faithful performance of his duties, in an amount and with surety thereon satisfactory to the War Food Administrator.

(b) *Compensation.* The market administrator shall be entitled to such reasonable compensation as shall be determined by the War Food Administrator.

(c) *Powers.* The market administrator shall have power to administer and to make rules and regulations to effectuate the terms and provisions hereof, to receive, investigate, and report to the War Food Administrator complaints of violations of this order, and to recommend to the War Food Administrator amendments to this order.

(d) *Duties.* The market administrator, in addition to the duties hereinafter described, shall:

(1) Keep such books and records as will clearly reflect the transactions provided for herein;

(2) Submit his books and records to examination by the War Food Administrator at any and all times;

(3) Furnish such information and such verified reports as the War Food Administrator may request;

(4) Obtain a bond with reasonable surety thereon covering each employee who handles funds entrusted to the market administrator;

(5) Publicly disclose, after reasonable notice, the name of any person who has not made reports pursuant to § 927.6, or made payments pursuant to § 927.8, § 927.9, or § 927.11;

(6) Prepare and disseminate for the benefit of producers, consumers, and handlers, such statistics and information concerning the operation of this order, as do not reveal confidential information;

(7) Employ and fix the compensation of such persons as may be necessary to enable him to administer the terms and provisions hereof;

(8) Pay out of the funds received pursuant to § 927.11 the cost of his bond and of the bonds of such of his employees as handle funds entrusted to the market administrator, his own compensation, and all other expenses which will necessarily be incurred by him for the maintenance and functioning of his office and the performance of his duties:

(9) Maintain a main office and such branch offices as may be necessary;

(10) Investigate, at the request of the War Food Administrator, milk marketing problems affecting the marketing of producers' milk, and recommend changes or amendments to this order;

(11) Make rules and regulations to classify milk and carry out the terms and provisions of the order pursuant to § 927.4 (b).

§ 927.3 *Determination of pool plants.* A pool plant is any plant which meets the requirements of (a) of this section or is determined to be a pool plant by the market administrator pursuant to (b) or (c) of this section; *Provided,* That any plant which meets all the requirements necessary to be regulated by another order issued pursuant to the Act shall not be a pool plant during any month in which there is sold in, distributed in or shipped to the marketing area as fluid milk from such plant a quantity equal to less than 50 percent of the milk received at such plant directly from dairy farmers.

(a) *Plants shipping fluid milk to the marketing area.* For any month a plant from which during such month fluid milk is sold or distributed in or shipped to, either directly or through other plants, the marketing area, which quantity of fluid milk is equal to more than 25 percent of the milk received directly from dairy farmers, shall be a pool plant.

(b) *Reserve plants.* (1) A plant determined by the market administrator to be a plant receiving milk which constitutes a reserve supply of fluid milk for the marketing area may be designated by him to be a pool plant provided:

(i) Application to have the plant so designated is filed with the market administrator by the plant operator.

(ii) The plant is located in the States of New York, Vermont, Connecticut, or New Jersey, or in the Commonwealths of Massachusetts or Pennsylvania.

(iii) The milk received at the plant is available for shipment as fluid milk to the marketing area. In determining the availability of the milk, the market administrator shall take into consideration the history of operations at the plant, the requirements of public health authorities, and the contractual obligations for the milk of the operator of the plant.

Before making such a designation, the market administrator may consult a committee representing producers, which is appointed by the War Food Administrator, and of which the market administrator is chairman.

(2) Any plant designated as a pool plant pursuant to (1) of this paragraph shall remain a pool plant until such designation is cancelled by the market administrator. The market administrator is authorized but is not required to cancel the designation of any plant as a pool plant upon application of the handler operating the plant or upon a finding that conditions which justified the designation no longer exist. The market administrator may also cancel such designation if the operator of such plant refuses to cooperate in an allocation program established pursuant to § 927.10 (c) (2).

(3) Any person operating a plant may, not later than 30 days after notice by registered mail of action by the market administrator, appeal to the War Food Administrator for an administrative review of the market administrator's action (i) in refusing to grant a designation as a pool plant, (ii) in refusing to grant a cancellation of such designation, or (iii) in cancelling such designation. Such administrative review shall not constitute a proceeding pursuant to subsection 15 (a) of section 8c of the Act nor be considered as restricting the right of any person to petition for such proceeding.

(c) During the first twelve months after the effective date of this order, any plant which is located in the States of New York, Vermont, Connecticut, or New Jersey or in the Commonwealths of Massachusetts or Pennsylvania, and which on July 1, 1944 was approved for the receiving of milk to be distributed for consumption as fluid milk in the city of New York, the county of Westchester in the State of New York, shall be automatically designated as a pool plant unless such designation is specifically revoked by the market administrator.

§ 927.4 *Classification.* For purposes of classification, milk shall be considered as consisting of its component parts of butterfat and skim milk.

(a) *Basis of classification.* All butterfat and skim milk, the classification of which is necessary to classify the butterfat and skim milk in producers' milk, shall be classified not later than the end of the month following the month during which the milk was received from dairy farmers in accordance with the form in which the butterfat or skim milk is held at or moved from the plant at which classification is determined. Classification of butterfat and skim milk shall be determined at the plant where received from dairy farmers except as otherwise provided in rules and regulations issued pursuant to (b) of this section. In establishing the classification of any butterfat or skim milk received from dairy farmers, the burden rests upon the handler who received such milk from producers to show that the butterfat should not be classified as Class I–A, and that the skim milk should not be classified as Class V–A.

(b) *Rules and regulations.* (1) The plant at which classification shall be determined, the method of accounting for butterfat and skim milk, the method for accounting for and classifying loss not to exceed 5 percent of the butterfat in products resulting from any operation, conversion factors to be used in the absence of specific weights and tests of milk and milk products, and definitions of products shall be in accordance with rules and regulations [1] issued on the basis of the evidence presented at a hearing called by the War Food Administrator for such purpose, such rules and regulations to become effective at the same time as the amendment to the order giving the market administrator the power and duty to make rules and regulations: *Provided*, That such rules and regulations may be supplemented or amended by the market administrator pursuant to the following procedure:

(i) A meeting shall be called by the market administrator at which the proposed amendments to the rules and regulations shall be discussed.

(ii) All handlers operating pool plants shall receive notice of such meeting and such notice shall set forth the topics to be discussed.

(iii) Interested persons shall be given opportunity to make statements concerning proposed amendments.

(iv) A stenographic record of all statements shall be made and shall be public information available to interested persons at the office of the market administrator.

(v) After such meeting, the market administrator shall issue amendments or a determination that no amendments are necessary. Before issuing any amendment or determination, the market administrator may issue a tentative amendment or determination and may permit interested persons to file exceptions to such amendment or determination. Such exceptions shall become a public record available to interested persons at the office of the market administrator.

(2) Any handler operating a pool plant may, within 30 days after action pursuant to this paragraph by the market administrator, appeal to the War Food Administrator for an administrative review of such action. Such administrative review shall not constitute a proceeding pursuant to subsection 15 (a) of section 8c of the act, nor be considered as restricting the right of any person to petition for such proceeding.

(c) *Classes of utilization.* Subject to all of the conditions set forth in (a) and (b) of this section, the classes of butterfat and skim milk shall be as follows:

(1) Class I–A shall be all the butterfat, except as set forth in (2) and (3) of this paragraph, which leaves a plant in the form of fluid milk or milk beverage, and all butterfat the classification of which is not established in some other class named in this paragraph.

(2) Class I–B shall be all the butterfat which leaves a plant in the form of fluid milk or milk beverage and which is received at a plant in or distributed in another marketing area regulated by an order issued pursuant to the act.

(3) Class I–C shall be all the butterfat which leaves a plant in the form of fluid milk or milk beverage and which is delivered to a plant or a purchaser outside an area regulated by an order issued pursuant to the act: *Provided*, That such fluid milk or milk beverage is not moved to a plant located in nor delivered to a purchaser in an area regulated by an order issued pursuant to the act. This definition includes butterfat in fluid milk delivered to a bakery, soup factory, or other establishment outside of an area regulated by an order issued pursuant to the act, which milk is there utilized in some product other than those specified in this paragraph.

(4) Class II–A shall be all the butterfat which leaves or is on hand at a plant in the form of cream, sweet or sour, unless such cream is established to have been subsequently so handled or marketed as to classify such butterfat in some other class.

(5) Class II–B shall be all the butterfat which leaves or is on hand at a plant in the form of frozen cream. Any handler whose report claimed the original classification of butterfat in this class shall be liable under the provisions of § 927.9 (e) for the difference between the Class II–B and Class II–A prices for the butterfat in such cream and the difference between the Class V–D and Class V–A prices for the skim milk in such cream, for the month in which the II–B classification was claimed on any such butterfat, if the storage of the cream does not comply with all the requirements of the definition of frozen cream promulgated by the market administrator under the terms set forth in (b) of this section.

(6) Class II–C shall be all the butterfat which leaves or is on hand at a plant in the form of cream which is delivered to a plant or a purchaser in the special cream area: *Provided*, That the cream is not moved to a plant in nor delivered to a purchaser in the marketing area, and that the classification of the cream is not established in some other class. This definition includes butterfat in cream delivered to a bakery, soup factory, or other establishment in the special cream area, which cream is there utilized in some product other than those specified in this paragraph.

(7) Class II–D shall be all the butterfat which leaves or is on hand at a plant in the form of cream, which is delivered to a plant or purchaser outside of the marketing area, and outside the special cream area, and outside the New England cream area: *Provided*, That the cream is not moved to a plant in nor delivered to a purchaser in the marketing area, in the special cream area, or in the New England cream area. This definition includes butterfat in cream delivered to a bakery, soup factory, or other establishment outside the marketing area, outside the special cream area, and outside the New England cream area, which cream is there utilized in some product other than those specified in this paragraph.

(8) Class II–E shall be all the butterfat which leaves or is on hand at a plant in the form of cream, which is delivered to a plant or purchaser in the New England cream area: *Provided*, That the cream is not moved to a plant outside nor delivered to a purchaser outside the New England cream area. This definition includes butterfat in cream delivered to a bakery, soup factory, or other establishment in the New England cream area, which cream is there utilized in some product other than those specified in this paragraph.

(9) Class III–A shall be all the butterfat which leaves or is on hand at a plant in the form of plain condensed milk.

(10) Class III–B shall be all the butterfat which leaves or is on hand at a plant in the form of evaporated milk.

(11) Class III–C shall be all the butterfat which leaves or is on hand at a plant in the form of sweetened condensed milk.

(12) Class III–D shall be all the butterfat which leaves or is on hand at a plant in the form of milk chocolate or other candy products.

(13) Class III–E shall be all the butterfat which leaves or is on hand at a plant in the form of milk powder, except non-fat dry milk solids.

(14) Class III–F shall be all the butterfat which leaves or is on hand at a plant in the form of cheese, other than cheddar cheese and cream cheese.

(15) Class III–G shall be all the butterfat which leaves or is on hand at a plant in the form of cheddar cheese.

(16) Class IV–A shall be all the butterfat which leaves or is on hand at a plant in the form of frozen desserts, or mix except as set forth in (17), (18), and (19) of this paragraph.

(17) Class IV–B shall be all the butterfat which leaves or is on hand at a plant in the form of frozen desserts, or mix, which, except as set forth in (18) and (19) of this paragraph, is delivered to a plant outside or a purchaser outside New York City and remains outside New York City.

(18) Class IV–C shall be all the butterfat which leaves or is on hand at a plant outside the marketing area, outside the special cream area, and outside the New England cream area in the form of frozen desserts or mix which is delivered to a plant outside or a purchaser outside New York City and remains outside New York City.

(19) Class IV–D shall be all the butterfat which leaves or is on hand at a plant in the New England cream area in the form of frozen desserts or mix which is delivered to a plant outside or a purchaser outside New York City and remains outside New York City.

(20) Class IV–E shall be all the butterfat which leaves or is on hand at a plant in the form of cream cheese.

(21) Class IV–F shall be all the butterfat which leaves or is on hand at a plant in the form of butter.

(22) Class V–A shall be all the skim milk (i) in products containing butterfat which is classified pursuant to (1) or (4) of this paragraph, (ii) shipped to a plant or a purchaser in the marketing area as fluid skim milk, or as milk beverages, or (iii) not specifically accounted for.

(23) Class V–B shall be all the skim milk in products containing butterfat which is classified pursuant to (2) of this paragraph, and all skim milk in fluid skim milk or milk beverage which is delivered to a plant or a purchaser in another area regulated by an order issued pursuant to the Act, and remains outside the marketing area.

(24) Class V–C shall be all the skim milk in products containing butterfat which is classified pursuant to (3) of this paragraph, and all the skim milk in fluid skim milk or milk beverage which is delivered and remains outside of any area regulated by an order issued pursuant to the Act.

(25) Class V–D shall be all the skim milk not classified pursuant to (22), (23), or (24) of this paragraph.

§ 927.5 *Minimum prices.* For butterfat and skim milk in milk received during each month from producers or cooperative associations of producers, each handler shall pay not less than the prices set forth in paragraphs (c) and (d) of this section. Any handler who purchases or receives, during any month, milk from a cooperative association of producers which is also a handler shall, on or before the 15th day of the following month, pay such cooperative association in full for such milk at not less than the minimum class prices applicable pursuant to paragraphs (c) and (d) of this section plus the rate of assessment determined in accordance with § 927.11. Prices set forth for butterfat are per pound of butterfat. Prices set forth for skim milk are per hundredweight of skim milk.

Whenever the provisions of this section require the market administrator to use a specific price for milk or any milk product the market administrator shall add to the specified price the amount of any subsidy, or other similar payment, being made by any Federal agency in connection with the milk, or products, associated with the price specified: *Provided*, That, if for any reason, the price specified is not reported or published as indicated, the market administrator shall use the applicable maximum uniform price established by regulations of any Federal agency plus the amount of any such subsidy or other similar payment: *Provided further*, That if the specified price is not reported or published and there is no applicable maximum uniform price, or if the specified price is not reported or published and the War Food Administrator determines that the market price is below the applicable maximum uniform price, the market administrator shall use a price determined by the War Food Administrator to be equivalent to or comparable with the price specified.

(a) *Price quotations.* Subject to the foregoing provision of this section the market administrator shall compute the following average quotations:

(1) The highest price reported daily by the United States Department of Agriculture for 92-score butter at wholesale in the New York market for the period from the 25th of each month through the 24th of the following month.

(2) The prices reported daily in the "Producers' Price Current" for all the hot-roller process dried skim milk or non-fat dry milk solids quotations for "other brands, human consumption, carlots, bags or barrels" (using the mid-point of any range as one quotation) for the period from the 25th of each month through the 24th of the following month.

(3) The prices reported daily in the "Producers' Price Current" for all the hot-roller process dried skim milk or non-fat milk solids quotations for "other brands, animal feed, carlots, bags or barrels" (using the mid-point of any range as one quotation) for the period from the 25th of each month through the 24th of the following month.

(4) The simple average of the averages computed in (2) and (3) of this paragraph.

(5) The highest price reported daily by the United States Department of Agriculture for 92-score butter at wholesale in the New York market during each month.

(6) The prices reported daily in the "Producers' Price Current" for all the hot-roller process dried skim milk or non-fat dry milk solids quotations for "other brands, human consumption, carlots, bags or barrels" (using the mid-point of any range as one quotation) during each month.

(7) The prices reported daily in the "Producers' Price Current" for all the hot-roller process dried skim milk or non-fat dry milk solids quotations for "other brands, animal feed, carlots, bags or barrels" (using the mid-point of any range as one quotation) during each month.

(8) The simple average of the averages computed in (6) and (7) of this paragraph.

(9) The weekly market quotations (using the mid-point of any weekly range as one quotation) of prices reported during each month by the United States Department of Agriculture for a 40-quart can of 40 percent sweet cream approved for Pennsylvania only.

(10) The weekly market quotations (using the mid-point of any weekly range as one quotation) of prices reported during each month by the United States Department of Agriculture for a 40-quart can of 40 percent sweet cream

[1] A copy of the proposed rules and regulations is attached hereto as Exhibit A.

approved for Pennsylvania, Newark, and Lower Merion Townships.

(11) The simple average of the averages computed in (9) and (10) of this paragraph.

(12) The weighted average price per 40-quart can of 40 percent bottling quality cream in the Boston market as reported by the United States Department of Agriculture for each month.

(13) The average of price as reported to the United States Department of Agriculture paid each month to dairy farmers for 3.5 percent milk at the evaporated milk plants at the following locations:

Mt. Pleasant, Mich.; Sparta, Mich.; Hudson, Mich.; Wayland, Mich.; Coopersville, Mich.; New Glarus, Wis.; Belleville, Wis.; Greenville, Wis.; Manitowoc, Wis.; Black Creek, Wis.; Orfordville, Wis.; Chilton, Wis.; New London, Wis.; Coldwater, Ohio; Berlin, Wis.; Richland Center, Wis.; Oconomowoc, Wis.; Jefferson, Wis.; Delta, Ohio; West Bend, Wis.

(14) The average of weekly quotations of prices for Cheddars in each month at the Wisconsin Cheese Exchange, Plymouth, Wisconsin, or, in the absence of quotations for Cheddars, the weekly quotations of prices for Twins in each month at the Wisconsin Cheese Exchange.

(b) *Basic prices for milk, butterfat, and skim milk.* Basic prices, for each month shall be computed as follows:

(1) *Whole milk.* (i) The basic prices for fluid milk for the months of July through March shall be as set forth in the table below. The basic price for fluid milk for April, May, and June shall be 25 cents per hundredweight less than the prices set forth in the table below:

BASIC PRICES FOR FLUID MILK

Butter price computed pursuant to (a) (1) of this section for the period ending on the 24th of the preceding month (cents)	Non-fat dry milk solids price computed pursuant to (a) (4) of this section for the period ending on the 24th of the preceding month								
	4.5¢ or under	Over 4.5 to 5.9	Over 5.9 to 7.3	Over 7.3 to 8.7	Over 8.7 to 10.1	Over 10.1 to 11.5	Over 11.5 to 12.9	Over 12.9 to 14.3	Over 14.3 to 15.7
	Dollars per cwt.	*Dollars per cwt.*	*Dollars per cwt.*	*Dollars per cwt.*	*Dollars per cwt.*	*Dollars per cwt.*	*Dollars per cwt.*	*Dollars per cwt.*	*Dollars per cwt.*
22.5 or over but under 25.0	2.10	2.30	2.30	2.50	2.50	2.70	2.70	2.90	2.90
25.0 or over but under 27.5	2.30	2.30	2.50	2.50	2.70	2.70	2.90	2.90	3.10
27.5 or over but under 30.0	2.30	2.50	2.50	2.70	2.70	2.90	2.90	3.10	3.10
30.0 or over but under 32.5	2.50	2.50	2.70	2.70	2.90	2.90	3.10	3.10	3.30
32.5 or over but under 35.0	2.50	2.70	2.70	2.90	2.90	3.10	3.10	3.30	3.30
35.0 or over but under 37.5	2.70	2.70	2.90	2.90	3.10	3.10	3.30	3.30	3.50
37.5 or over but under 40.0	2.70	2.90	2.90	3.10	3.10	3.30	3.30	3.50	3.50
40.0 or over but under 42.5	2.90	2.90	3.10	3.10	3.30	3.30	3.50	3.50	3.70
42.5 or over but under 45.0	2.90	3.10	3.10	3.30	3.30	3.50	3.50	3.70	3.70
45.0 or over but under 47.5	3.10	3.10	3.30	3.30	3.50	3.50	3.70	3.70	3.90
47.5 or over but under 50.0	3.10	3.30	3.30	3.50	3.50	3.70	3.70	3.90	3.90
50.0 or over but under 52.5	3.30	3.30	3.50	3.50	3.70	3.70	3.90	3.90	4.10
52.5 or over but under 55.0	3.30	3.50	3.50	3.70	3.70	3.90	3.90	4.10	4.10
55.0 or over but under 57.5	3.50	3.50	3.70	3.70	3.90	3.90	4.10	4.10	4.30
57.5 or over but under 60.0	3.50	3.70	3.70	3.90	3.90	4.10	4.10	4.30	4.30

Should the butter price be 60¢ or more or the non-fat dry milk solids price exceed 15.7¢, the table will be extended further at the same rate by the market administrator to cover such increased butter or non-fat dry milk solids price. Likewise, should the butter price fall below 22.5¢ the table will be extended downward at the same rate by the market administrator but in no case shall the price pursuant to this table be less than $2.10.

(ii) The basic price for milk used in evaporated milk shall be a price computed by the market administrator as follows: add 10 cents to the average price computed for such month pursuant to (a) (13) of this section: *Provided*, That in no event shall the price be less than a price computed by the market administrator as follows: to the average price of 92-score butter at wholesale in the Chicago market for such month, as reported by the United States Department of Agriculture, add 30 percent, multiply by 3.5, and add 7 cents.

(iii) The basic price for milk used in Cheddar cheese shall be a price computed by the market administrator as follows: from the average of weekly cheese quotations for such month computed pursuant to (a) (14) of this section, subtract 1.5 cents (net figure representing making allowance in excess of whey fat, whey, transportation, and paraffin allowance) and multiply by 9.

(2) *Butterfat.* (i) The basic price for butterfat in fluid products shall be in accordance with the following table:

Butter average computed pursuant to (a) (1) of this section for the period ending on the 24th of the preceding month (cents per pound)	Basic butterfat price	
	April through June	July through March
	Cents per pound	*Cents per pound*
Under 20	33.0	37.3
20 or over, but under 25	39.1	43.4
25 or over, but under 30	45.2	49.5
30 or over, but under 35	51.3	55.6
35 or over, but under 40	57.4	61.7
40 or over, but under 45	63.5	67.8
45 or over, but under 50	69.6	73.9

The prices shall further increase 6.1 cents for each additional 5-cent range increase in the 92-score butter average.

(ii) The basic price for butterfat in Philadelphia cream shall be computed as follows: from the average cream quotation for such month computed pursuant to (a) (11) of this paragraph, subtract $2.34, subtract 50.22 percent of the basic manufactured skim milk price, and divide by 33.48: *Provided*, That in no event shall the basic price for butterfat in Philadelphia cream be lower than the basic price for butterfat in butter plus 3 cents.

(iii) The basic price for butterfat in Boston cream shall be computed as follows: from the weighted average Boston cream quotations for such month computed pursuant to (a) (12) of this section, subtract $2.06, subtract 50.22 percent of the basic manufactured skim milk price, and divide by 33.48: *Provided*, That in no event shall the basic butterfat price for Boston cream be lower than the basic price for butterfat in butter plus 3 cents.

(iv) The basic price for butterfat in evaporated milk shall be computed as follows: from the basic price for milk used for the manufacture of evaporated milk computed pursuant to (1) (ii) of this paragraph, subtract 96.5 percent of the basic manufactured skim milk price, and divide by 3.5.

(v) The basic price for butterfat in Cheddar cheese shall be computed as follows: from the basic price for milk for Cheddar cheese computed pursuant to (1) (iii) of this paragraph, subtract 96.5 percent of the basic manufactured skim milk price and divide by 3.5.

(vi) The basic price for butterfat in butter shall be computed as follows: from the average price for butter for such month computed pursuant to (a) (5) of this section, subtract 4 cents and add 20 percent.

(3) *Skim milk.* (i) The basic fluid skim milk price shall be computed as follows: from the basic fluid milk price computed pursuant to (1) (i) of this paragraph, subtract the basic price computed pursuant to (2) (i) of this paragraph for 3½ pounds of butterfat in fluid products and divide by .965.

(ii) The basic manufactured skim milk price shall be computed as follows: from the average of dried skim milk quotations for such month computed pursuant to (a) (8) of this section, subtract 4 cents and multiply by 8.3.

(c) *Class prices.* The class prices each month shall be as follows:

(1) For Class I–A butterfat—the basic price for butterfat in fluid products. (See (b) (2) (i) of this section.)

(2) For Class I–B butterfat—the basic price for butterfat in fluid products. (See (b) (2) (i) of this section.)

(3) For Class I–C butterfat—the basic price for butterfat in fluid products. (See (b) (2) (i) of this section.)

(4) For Class II–A butterfat—the basic price for butterfat in fluid products. (See (b) (2) (i) of this section.)

(5) For Class II–B butterfat—[____ cents lower than the basic price for butterfat in fluid products. (See (b) (2) (i) of this section.)] or [basic price for butterfat in Philadelphia cream. (See (b) (2) (ii) of this section.)] or [the basic price for butterfat in Philadelphia cream but no less than 3 cents more than the basic price for butterfat in Boston cream. (See (b) (2) (ii) and (b) (2) (iii) of this section.)]

(6) For Class II–C butterfat—[3 cents higher than the basic price for butterfat in Boston cream. (See (b) (2) (iii) of this section.)] or [the basic price for butterfat in Philadelphia cream but no less than 3 cents more than the basic price for butterfat in Boston cream. (See (b) (2) (iii) of this section.)]

(7) For Class II–D butterfat—the basic price for butterfat in Philadelphia cream. (See (b) (2) (ii) of this section.)

(8) For Class II–E butterfat—the basic price for butterfat in Boston cream. (See (b) (2) (iii) of this section.)

(9) For Class III–A butterfat—same as for New York City frozen desserts or mix as shown in (16) below.

(10) For Class III–B butterfat—the basic price for butterfat in evaporated milk. (See (b) (2) (iv) of this section.)

(11) For Class III–C butterfat—the basic price for butterfat in evaporated milk. (See (b) (2) (iv) of this section.)

(12) For Class III–D butterfat—the basic price for butterfat in evaporated milk. (See (b) (2) (iv) of this section.)

(13) For Class III–E butterfat—

(14) For Class III–F butterfat—

(15) For Class III–G butterfat—the basic price for butterfat in Cheddar cheese. (See (b) (2) (v) of this section.)

(16) For Class V–A butterfat—[the basic price for butterfat in Philadelphia cream but no less than the basic price for butterfat in Boston cream plus 3 cents. (See (b) (2) (ii) and (b) (2) (iii) of this section.)] or [the basic price for butterfat in fluid products minus _____ cents. (See (b) (2) (i) of this section.)] or [the basic price for butterfat in Boston cream. (See (b) (2) (iii) of this section.)]

(17) For Class IV–B butterfat—[the basic price for butterfat in Boston cream. (See (b) (2) (iii) of this section.)] or [the basic price for butterfat in Philadelphia cream but no less than the basic price for butterfat in Boston cream plus 3 cents. (See (b) (2) (ii) and (b) (2) (iii) of this section).]

(18) For Class IV–C butterfat—the basic price for butterfat in Philadelphia cream. (See (b) (2) (ii) of this section.)

(19) For Class IV–D butterfat—the basic price for butterfat in Boston cream. (See (b) (2) (iii) of this section.)

(20) For Class IV–E butterfat—the basic price for butterfat in Boston cream. (See (b) (2) (iii) of this section.)

(21) For Class IV–F butterfat—the basic price for butterfat in butter. (See (b) (2) (vi) of this section.)

(22) For Class V–A skim milk—the basic price for fluid skim milk. (See (b) (3) (i) of this section.)

(23) For Class V–B skim milk—the basic price for fluid skim milk. (See (b) (3) (i) of this section.)

(24) For Class V–C skim milk—for August through February, the basic price for fluid skim milk, and for March through July, the simple average of the basic prices for fluid skim milk and manufactured skim milk. (See (b) (3) (i) and (b) (3) (ii) of this section.)

(25) For Class V–D skim milk—the basic price for manufactured skim milk (See (b) (3) (ii).)

(d) *Transportation differentials.* (1) The market administrator shall, from time to time, determine and publicly announce for each pool plant the freight zone set forth in the following schedule. The freight zone for plants located in the marketing area shall be the 1–10 mile zone. The freight zones for plants outside the marketing area shall be based on the railroad mileage distance from the plant to New York City terminals of the nearest railway shipping point, or the shortest highway mileage distance from the plant to Columbus Circle, New York City, as computed from the latest mileage guide issued by the Household Goods Carriers' Bureau, Agent, Washington, D. C., whichever is shorter. The minimum prices set forth in (c) of this section shall be plus or minus the amounts set forth in the following schedule:

TRANSPORTATION DIFFERENTIALS

A	B	C	D
Freight zone (miles)	Class I-A, Class I-B, Class I-C, and Class II-A	Class II-B, Class II-C, Class III-A, Class IV-A, and [Class IV-B]	Class V-A, Class V-B, and Class V-C
	Cents per pound	*Cents per pound*	*Cents per cwt.*
1-10	+0.2	+0.4	+15
11-20	+0.1	+0.4	+14
21-30	+0.1	+0.3	+13
31-40	+0.1	+0.3	+13
41-50	+0.1	+0.3	+10.5
51-60	+0.1	+0.3	+10.5
61-70	+0.1	+0.2	+9.5
71-80	+0.1	+0.2	+8
81-90	+0.1	+0.2	+8
91-100	+0.1	+0.2	+7
101-110	+0.1	+0.2	+7
111-120	+0.1	+0.2	+6
121-130	+0.1	+0.1	+5
131-140	+0.1	+0.1	+5
141-150	0.0	+0.1	+2.5
151-160	0.0	+0.1	+2.5
161-170	0.0	+0.1	+2.5
171-180	0.0	0.0	+1.5
181-190	0.0	0.0	+1.5
191-200	0.0	0.0	0.0
201-210	0.0	0.0	0.0
211-220	0.0	0.0	−1
221-230	0.0	0.0	−1
231-240	0.0	−0.1	−2
241-250	0.0	−0.1	−2
251-260	0.0	−0.1	−3.5
261-270	0.0	−0.1	−3.5
271-280	0.0	−0.1	−3.5
281-290	0.0	−0.1	−4.5
291-300	−0.1	−0.1	−5.5
301-310	−0.1	−0.1	−5.5
311-320	−0.1	−0.1	−5.5
321-330	−0.1	−0.2	−7
331-340	−0.1	−0.2	−7
341-350	−0.1	−0.2	−8
351-360	−0.1	−0.2	−8
361-370	−0.1	−0.2	−8
371-380	−0.1	−0.2	−9
381-390	−0.1	−0.2	−9
391-400	−0.1	−0.2	−9
401-410	−0.1	−0.3	−10.5
411-420	−0.1	−0.3	−10.5
421-430	−0.1	−0.3	−10.5
431-440	−0.1	−0.3	−11.5
441-450	−0.1	−0.3	−11.5
451-460	−0.1	−0.3	−11.5
461-470	−0.1	−0.3	−12.5
471-480	−0.1	−0.3	−12.5
481-490	−0.1	−0.4	−14
491-500	−0.1	−0.4	−14

(2) The market administrator shall, from time to time, determine and publicly announce for each pool plant a zone based on its shortest highway mileage distance from the City Hall in Philadelphia, Pennsylvania, as computed from the latest mileage guide issued by the Household Goods Carriers' Bureau, Agent, Washington, D. C. The minimum price for Class II–D and Class IV–C butterfat shall be subject to the minus differentials set forth in the following table applicable to the location of the plant at which the butterfat was received from producers:

Miles:	*Cents*
0–30	0
31–70	−1.0
71–150	−1.3
151–230	−1.6
231–310	−1.9
311–390	−2.1
391–470	−2.4

Provided, That in no case shall the amount subtracted reduce the class price at any plant below the basic price for butterfat in butter plus 3 cents.

(3) The market administrator shall, from time to time, determine and publicly announce for each pool plant a zone based on its shortest highway mileage distance from the State House in Boston, Massachusetts, as computed from the latest mileage guide issued by the Household Goods Carriers' Bureau, Agent, Washington, D. C. The minimum price for Class II–E, (Class IV–B) Class IV–D and Class IV–E butterfat shall be subject to the minus differentials set forth in the following table applicable to the location of the plant at which the butterfat was received from producers:

Miles:	*Cents*
0–100	0
101–150	−0.9
151–200	−1.2
201–250	−1.3
251–300	−1.5
301–350	−1.8
351–400	−2.1
401–450	−2.3

Provided, That in no case shall the amount subtracted reduce the class price at any plant below the basic price for butterfat in butter plus 3 cents.

(e) *Announcement of prices.* The market administrator shall publicly announce prices and quotations as follows:

(1) Not later than the 25th day of each month, the market administrator shall announce (i) the butter and dried skim milk or non-fat dry milk solids averages computed pursuant to (a) (1), (a) (2), (a) (3), and (a) (4) of this section for the period ending the 24th day of such month; (ii) the preliminary basic fluid milk price, the preliminary basic price for butterfat in fluid products for the marketing area, and the preliminary basic fluid skim milk price for the following month.

(2) Not later than the 5th day of each month, (i) the monthly average quotations for the previous month computed pursuant to (a) of this section; (ii) the basic prices for the previous month computed pursuant to (b) of this section; and (iii) the class prices in effect for the previous month.

§ 927.6 *Reports of handlers*—(a) *Monthly reports.* On or before the 10th day of each month, each handler shall report to the market administrator for the preceding month, in the manner and on forms prescribed by the market administrator, with respect to milk, butterfat, skim milk or milk products handled at each pool plant, and at each plant where butter fat or skim milk subject to payments under § 927.9 (h) was handled, the following:

(1) The total quantity of milk, butterfat, skim milk and milk products, with the average butterfat content thereof, received from dairy farmers, from other plants, from such handler's own farm, from other handlers, and from other persons;

(2) The total quantity of milk, butterfat, skim milk and of each milk product moved out of, or on hand at, such plant, the butterfat content of each product, and the destination of any milk, butterfat, skim milk or milk product which was moved out of such plant; and the classification or anticipated classification of any butterfat or skim milk on hand at the plant at the end of the month;

(3) The disposition of milk, butterfat, and skim milk at each other plant in which the disposition of any milk, butterfat or skim milk is claimed as the basis of classification, such disposition to be covered by a signed statement of the plant operator if such other plant is not a pool plant;

(4) The computation, pursuant to § 927.7 (a) of such handler's preliminary net pool obligation, and the total value of butterfat received from producers; and

(5) The computation of any payments pursuant to § 927.9 (h).

(b) *Producer pay roll reports.* Each handler shall report to the market administrator as follows:

(1) On or before the 10th day after the end of each month, the information for the preceding month required by the market administrator with respect to producer additions, producer withdrawals, and changes in names of farm operators; and

(2) On or before the last day of each month, such handler's producer pay roll for the preceding month, which shall show for each producer:

(i) The total delivery of milk with the average butterfat test thereof,

(ii) The amount of payment due such producer,

(iii) The nature and amount of any deductions and charges made by the handler,

(iv) The net amount of payment to such producer made pursuant to § 927.8, and

(v) Such other information with respect thereto as the market administrator may require.

(c) *Other reports.* At such times as the market administrator may request, each handler shall report to the market administrator in the manner and on forms prescribed by the market administrator:

(1) The total quantity of milk, butterfat, skim milk or milk products received at non-pool plants, with the average butterfat content thereof, from dairy farmers, from other plants, from such handler's own farm, and from other persons.

(2) The total quantity of milk, butterfat, skim milk, and each milk product moved out of, or on hand at, non-pool plants, the butterfat content of each product, and the destination of any milk, butterfat, skim milk, or milk product which is moved out of such plant.

(3) Information concerning buildings, facilities, and land at any plant,

(4) The current receipts and utilization of milk in each plant.

(5) Purchases of cream received showing the quantity and source of each purchase and the cost thereof.

(6) Such other information as may be neessary for the administration of this order.

(d) *Verification of reports and payments.* The market administrator shall promptly verify all reports and payments of each handler by inspection, by weighing, sampling, and testing, or by audit of such handler's records and of the records of any other handler or person upon whose disposition of milk such handler claims classification, and each such handler shall, during the usual hours of business, make available to the market administrator or his representative such records and facilities, of his own or of other persons, as will enable the market administrator to:

(1) Verify the receipts and disposition of all milk, butterfat, skim milk, and milk products required to be reported pursuant to this section, and, in any case of errors or omissions, ascertain the correct figures;

(2) Weigh, sample, and test for butterfat content the milk received from producers and any product of milk upon which classifications depends;

(3) Verify the payments to producers prescribed in § 927.8;

(4) Verify all claims for payments pursuant to § 927.9;

(5) Make inspections of land, buildings, and equipment at each plant; and

(6) Verify on behalf of any Federal agency the basis for payments collected by the market administrator under § 927.9 (1).

§ 927.7 *Determination of uniform price and the weighted average butterfat differential.* The uniform price and weighted average butterfat differential shall be computed as set forth in this section. Milk received from farms in Nassau and Suffolk Counties, New York, which farms are not approved for sale of milk in New York City, and received from handler's own farm shall not be included in this computation. The term "milk received from producers" in this section and in § 927.8, § 927.9, and § 927.11 shall mean milk received from producers except from producers in Nassau or Suffolk Counties or own farm production which is eliminated from the computations in this section.

(a) *Preliminary net pool obligation of handlers.* (1) Determine the total quantity of butterfat and skim milk in each class in milk received directly from producers at each pool plant in accordance with the rules and regulations issued pursuant to § 927.4 (b).

(2) Multiply the quantity of butterfat or skim milk in each class in milk received from producers by the class price pursuant to § 927.5 (c) adjusted by the appropriate transportation differential, if any, pursuant to § 927.5 (d).

(3) Add together the pounds of butterfat in all classes, and add together the values of butterfat in all classes.

(4) Add together the total pounds of butterfat and skim milk in all classes, and add together the values of all classes.

(5) From the total value obtained in (4), deduct, in the case of each plant in a zone less than the 201–210 mile zone and add, in the case of each plant in a zone greater than the 201–210 mile zone, the amount obtained by multiplying the quantity of milk received from producers by the zone differential set forth in column D of the schedule in § 927.5 (d) (1) applicable to the plant. This adjustment is for the purpose of adjusting the uniform price to producers in accordance with § 927.8 (b) (1).

(6) *Location differentials.* With respect to milk received from producers, deduct the amounts set forth in (i) and (ii) of this subparagraph from the value after adjustments in (5). This adjustment is for the purpose of adjusting the uniform price to producers in accordance with § 927.8 (b) (2). After making such deduction, the result shall be known as the handler's preliminary net pool obligation for such plant.

(i) 30 cents per hundredweight for plants located in the marketing area.

(ii) 20 cents per hundredweight for plants located in the following areas: Columbia, Dutchess, Orange, Putnam, and Rockland Counties in New York; Sussex, Warren, Hunterdon, Essex, Morris, Passaic, Somerset, Union, and Burlington Counties in New Jersey; Litchfield County in Connecticut; Berkshire County in Massachusetts; and for plants located in Accord, Ellenville, Gardiner, Kyserike, New Paltz, Phinney's Crossing, Wallkill, and West Coxsackie, New York.

(7) Add together the handler's preliminary net pool obligations for all pool plants, and add together the pounds of milk received from producers at all pool plants; add together the pounds of butterfat in milk received from producers at all pool plants and add together the value of butterfat in milk received from producers at all pool plants; and compute the average butterfat test of all milk received from producers at all pool plants.

(b) *Computation of the weighted average butterfat differential.* The market administrator shall compute a weighted average butterfat differential as follows:

(1) Add together the total pounds of butterfat received from producers by all handlers except for those whose reports are not to be included in the computation of the uniform price under (c) of this section.

(2) Add together the value of the butterfat classes for all handlers except those whose reports are not to be included in the computation of the uniform price under (c) of this section.

(3) Divide the total obtained in (2) of this paragraph by the total obtained in (1) of this paragraph. Divide the result by 10. This result rounded to the nearest one-tenth of one cent shall be the weighted average butterfat differential.

(c) *Computation of the uniform price.* The market administrator shall audit for mathematical correctness and obvious errors the report submitted for the preceding month by each handler. If the unreserved cash balance in the producer-settlement fund to be included in the computation is less than 2 cents per hundredweight of milk received from producers on all reports, the report of any handler who has not made full payment to the producer-settlement fund, pursuant to § 927.9 (b) shall not be included in the computation of the uniform price. The report of such handler shall not be included in the computation for succeeding months until he has made all payments due to the producer-settlement fund. Subject to the aforementioned conditions the market administrator shall compute the uniform price in the following manner:

(1) From each handler's preliminary net pool obligation for all plants deduct, in the case where the average butterfat content of all milk received from producers by such handler is in excess of 3.5 percent, and to each handler's preliminary net pool obligation for all plants add, in the case where the butterfat content of all milk received from producers by such handler is less than 3.5 percent, the total value of the butterfat differential applicable pursuant to § 927.8 (c). The result shall be known as the handler's adjusted net pool obligation;

(2) Combine into one total the adjusted net pool obligation of all handlers;

(3) Subtract the total payments required to be made for such month, pursuant to § 927.9 (f), and transfer to be made pursuant to § 927.9 (k);

(4) Add the amount of unreserved cash in the producer-settlement fund;

(5) Subtract an amount equal to not less than 4 cents nor more than 5 cents per hundredweight of milk received from producers to provide against the contingency of errors in reports and payments or of delinquencies in payments by handlers;

(6) Divide the result by the total hundredweight of milk received from producers. The result shall be known as the uniform price per hundredweight for milk containing 3.5 percent butterfat received from producers at plants in the 201–210 mile zone.

(d) *Announcement of the uniform price.* Not later than the 14th day of each month, the market administrator shall announce the uniform price computed pursuant to (c) of this section and the butterfat differential computed pursuant to (b) of this section to be in effect for the previous month: *Provided,* That such announcement may be made not later than the 15th day of any month containing a Sunday or a holiday between the 10th and the 14th days, inclusive.

§ 927.8 *Payment by handlers directly to producers*—(a) *Time and rate of payment.* On or before the 25th day of each month each handler shall make payment to each producer for all milk delivered by such producer during the preceding month at not less than the uniform price subject to differentials set forth in (b) and (c) of this section plus any payment provided for in accordance with (d) of this section: *Provided,* That each handler which is also a cooperative marketing association determined by the War Food Administrator to be qualified under the Capper-Volstead Act, may, with respect to its producers, make distribution, in accordance with the contract between the association and such producers, of the net proceeds of all its sales in all markets in all use classifications. Whenever verification by the market administrator of the payment to any producer for milk delivered to any handler discloses payment to such producer of less than is required by this section, the handler shall make up such payment to the producer not later than the time of making payment next following such disclosure.

(b) *Transportation and location differentials.* The uniform price at any plant shall be:

(1) Plus or minus the differential shown in column D of the schedule contained in § 927.5 (1) for the zone of the plant in effect pursuant to § 927.5 (d) (1); and

(2) If any location differentials are applicable pursuant to § 927.7 (a) (6) plus such differentials plus 5 cents.

(c) *Butterfat differential.* The uniform price shall be plus or minus, as the case may be, the weighted average butterfat differential computed pursuant to § 927.7 (b) for each one-tenth of 1 percent above or below 3.5 percent of average butterfat content of milk delivered by any producer .

(d) *Federal payments to producers.* If the market administrator collects monies in accordance with § 927.9 (1) from any governmental agency on behalf of producers, and credits such monies to the account in the producer-settlement fund of the handler accounting to the market administrator for such producers, such handler shall pay such money to producers in addition to other payments required by this order at the rate at which such monies are credited.

§ 927.9 *Producer - settlement fund and its operation.* The market administrator shall establish and maintain a separate fund known as "the producer-settlement fund" into which he shall deposit all payments and out of which he shall make all payments pursuant to this section.

(a) *Handlers' accounts.* The market administrator shall set up an account for each handler who is required to make payments to the producer-settlement fund or who receives payment from the producer-settlement fund. After computing the uniform price and each handler's pool debit or credit, the market administrator shall render each handler a statement of his account showing the debit or credit balance, together with all debits or credits entered on such handler's account since the previous statement was rendered.

(b) *Payments to the producer-settlement fund.* On or before the 18th day of each month each handler shall make full payment of the debit balance, if any, of such handler shown on the statement of account rendered pursuant to (a) of this section.

(c) *Payments out of producer-settlement fund.* On or before the 20th day of each month the market administrator shall make payment to each handler of the credit balance, if any, of such handler shown on the statement of account rendered pursuant to (a) of this section. If, at any such time, the balance in the producer-settlement fund is insufficient to make full payment due to each handler, the market administrator shall reduce uniformly the payments made to each handler and shall complete such payments as soon as the necessary funds are available. No handler who, on the 25th day of the month, has not received such payments in full from the market administrator shall be deemed to be in violation of § 927.8 if he reduces his total payments to producers for milk delivered by such producers during the preceding month by not more than the amount of the reduction in payment from the producer-settlement fund.

(d) *Handlers' pool debit or credit.* After computing the uniform price for each month, the market administrator shall compute each handler's pool debit or pool credit as follows:

(1) Multiply the milk received by each handler from producers by the uniform price.

(2) If the result obtained in (1) of this paragraph is less than the handler's adjusted net pool obligation, the difference shall be entered on the handler's producer-settlement fund account as such handler's pool debit.

(3) If the result obtained in (1) of this paragraph is greater than the handler's adjusted net pool obligation, the difference shall be entered on the handler's producer-settlement fund account as such handler's pool credit.

(e) *Adjustments of errors in payments.* Whenever verification by the market administrator of reports or payments of any handler discloses errors made in payments to or from the producer-settlement fund, the market administrator shall debit the handler's producer-settlement fund account for any unpaid amount. Whenever verification or other action, including administrative review or litigation, discloses that payment is due from the market administrator to any handler, the market administrator shall credit the handler's producer-settlement fund account for any such amount.

(f) *Cooperative payments.* (Note: Same as § 927.7 (d) of present order except for necessary changes in cross-references.)

(g) *Storage cream payments.* With respect to butterfat in frozen cream, the handler whose net pool obligations included such butterfat as Class II–B milk, may make claim, on forms supplied by the market administrator, for payments out of the producer-settlement fund, if such butterfat was stored during the months of April to September, inclusive, and was used in Classes II–D, II–E, IV–B, IV–C, IV–D, or IV–E during the months of July to March, inclusive, or in Class IV–F during the months of January to March, inclusive. The market administrator shall, after investigation, audit and verification of such claim, credit such handler's producer-settlement fund account in an amount equal to the difference between the Class II–B price and the class price for such utilization in effect

for the month during which the butterfat was received from producers.

(h) *Payments to producers for butterfat and skim milk received from other than producer sources.* (1) Handlers who handle Class I–A butterfat, Class II–A butterfat, or Class V–A skim milk which was received at some plant from a dairy farmer not a producer shall pay to producers through the producer-settlement fund for such butterfat and skim milk as follows:

(i) If such butterfat and skim milk is classified and paid for under another order issued pursuant to the Act, the amount paid to producers through the producer-settlement fund shall be any plus amount obtained by subtracting the value at the class price or prices under such other order for such butterfat and skim milk from the value of such butterfat and skim milk at the Class I–A and Class V–A prices at a pool plant similarly located with respect to New York as the plant under such other order.

(ii) If such butterfat and skim milk is obtained from a source not regulated by another order issued pursuant to the Act, the payment shall be the difference between the value at the Class IV–F and Class V–D prices and the value at the Class I–A and V–A prices in the 201–210 mile zone.

(iii) In the event that the source of such milk is not revealed, the payment shall be the value at the Class I–A and Class V–A prices.

(2) Payment shall be made only once for any butterfat or skim milk subject to payments pursuant to (1) of this paragraph, and shall be made in accordance with (i), (ii), or (iii) of this subparagraph.

(i) Payment shall be made by the handler first receiving the butterfat or skim milk at a pool plant outside the marketing area.

(ii) If the butterfat or skim milk is not received at a pool plant outside the marketing area, payment shall be made by the handler operating the plant where such butterfat or skim milk is received in the marketing area.

(iii) If the butterfat or skim milk is not received at either a pool plant outside the marketing area or a plant in the marketing area, payment shall be made by the handler distributing the butterfat or skim milk in the marketing area.

(3) After receiving reports of butterfat or skim milk subject to the payments set forth in this paragraph, the market administrator shall compute the amount of such payments and enter it on the handler's producer-settlement fund account as a debit.

(j) *Adjustment of past due accounts.* Any debit balance payable on the 18th day of any month as shown on the account rendered to any handler pursuant to (a) of this section, payment of which has not been received by the market administrator on the last day of such month, shall be increased by one half of one percent.

(k) *Emergency fund.* The market administrator may transfer from the producer-settlement fund to an emergency fund set up pursuant to § 927.10 (d) a sum not to exceed $125,000 per month until a fund of $500,000 has been established, and thereafter a sum that will maintain such fund at $500,000. He may also pay into the producer-settlement fund any interest derived from the emergency fund.

(l) *Federal payments.* (1) The market administrator may collect on behalf of any producer any payment to be made by any federal agency to such producer. Any monies so collected shall be credited to the account in the producer-settlement fund of the handler who accounted to the market administrator for such producer's milk. Such handler shall in turn pay such monies to such producer in accordance with § 927.8 (d). Such collections may be made on behalf of producers whose milk is exempt from the computation of the uniform price in accordance with § 927.7.

(2) The market administrator may collect on behalf of a handler any payment to be made by any federal agency to such handler based on the classification of such handler's butterfat and skim milk under this order. Any monies so collected shall be credited to such handler's account in the producer-settlement fund.

(3) Whenever verification reveals that excessive payments, pursuant to (1) and (2) of this paragraph, have been made to a handler, the market administrator may debit such handler's account in the producer-settlement fund for such excessive payment and pay such amount out of the producer-settlement fund to the federal agency making the payment. Likewise, whenever verification reveals that an underpayment was made by the federal agency, the market administrator may collect such underpayment from the federal agency and credit such payment to the handler's account in the producer-settlement fund.

§ 927.10 *Emergency in the marketing of producers' milk*—(a) *Investigation.* The market administrator may investigate problems affecting the marketing of milk received from producers for the marketing area, report the results of his investigation to the War Food Administrator, and recommend action by the War Food Administrator.

(b) *Declaration by War Food Administrator.* On the basis of findings of fact, the War Food Administrator may declare an emergency in the marketing of milk from producers either (1) in supplying fluid milk in the marketing area, or (2) in the utilization of milk received from producers.

(c) *Shortage of fluid milk for the marketing area.* In the event that the War Food Administrator declares an emergency in supplying fluid milk in the marketing area, the market administrator is authorized to take any or all of the steps outlined in (1), (2), and (3) of this paragraph:

(1) Suspend Class III–G and Class IV–F, and price butterfat used in butter and cheddar cheese at the Class I–A price, and price the skim milk in the milk equivalent of the butterfat used in such products at the Class V–A price. He may also, if necessary, suspend other class prices upon approval by the War Food Administrator.

(2) Develop and recommend to the War Food Administrator an allocation program, and, subject to the approval of the War Food Administrator, take such actions as are necessary or appropriate to administer such an allocation program. In developing or administering any such program, the market administrator may consult with an advisory committee of which he acts as chairman, which consists of representatives of fluid milk distributors in the marketing area and handlers operating pool plants, such committee to be appointed by the War Food Administrator. Such an allocation program may contain terms and conditions for the sale of milk by handlers to fluid milk distributors.

(3) Cancel the designation as a pool plant for any plant so designated pursuant to § 927.3 (b) or (c) if the operator of such plant fails to cooperate in an allocation program set up pursuant to (2) of this paragraph or if, in the absence of such program, the market administrator determines that milk handled at such plant is no longer a reserve supply of fluid milk for the marketing area.

(d) *Excess of fluid milk for the marketing area.* The market administrator is authorized to establish an emergency fund from monies obtained from the producer-settlement fund, in accordance with § 927.9 (k). Upon the declaration by the War Food Administrator of an emergency in the utilization of milk received from producers, the market administrator may use the monies in such fund to facilitate the transportation of milk from plants where it cannot be utilized to plants where such milk can be utilized. The market administrator may also use the monies in such fund to carry out other programs for the utilization of milk received from producers, which programs are specifically authorized by the War Food Administrator. The market administrator may, before utilizing monies in such fund for any purpose, consult the advisory committee representing producers appointed pursuant to § 927.3 (b). In the operation of any program authorized pursuant to this paragraph the market administrator may consult a sub-committee of those members of the advisory committee appointed pursuant to (c) of this section who operate pool plants.

§ 927.11 *Expense of administration—Payment by handlers.* As his pro rata share of the expense of administration hereof, each handler shall, on or before the 18th day of each month, pay to the market administrator a sum not exceeding 2 cents per hundredweight on the total quantity of milk received from producers, and on the total quantity of butterfat and skim milk subject to payments pursuant to § 927.9 (h), the exact amount to be determined by the market administrator subject to review by the War Food Administrator. The amount of any such payment due on the 18th day of any month which has not been received by the market administrator on the last day of such month shall be increased by one-half of 1 percent. This section shall not be deemed to duplicate any similar payment by any handler under an order issued by the Commissioner of Agriculture and Markets of the State of New York, with respect to the marketing area.

§ 927.12 *Limitation on time for auditing, reauditing, billing and petitioning.* The market administrator may not audit, reaudit, or charge a handler for operations during any month later than two years after the date of the filing of the report for such operations, except in the case of fraud.

A handler may not petition, pursuant to subsection 15 (A) of section 8c of the Act, to the War Food Administrator for review of an action by the market administrator later than 90 days after notification by registered mail of such action by the market administrator: *Provided,* That in cases of administrative review pursuant to § 927.3 (b) (3) or 927.4 (b) (2) a handler may not petition pursuant to subsection 15 (A) of section 8c of the Act later than 90 days after notification by registered mail of the decision of the War Food Administrator in such cases.

§ 927.13 *Suspension, termination, and liquidation*—(a) *Suspension or termination.* The War Food Administrator shall, whenever he finds that any or all of the provisions hereof obstruct or do not tend to effectuate the declared policy of the Act, terminate or suspend the operation of such provision or provisions.

(b) *Continuing obligation of handlers.* Unless otherwise provided by the War Food Administrator in any notice of amendment, termination, or suspension of any or all of the provisions hereof, such amendment, termination or suspension shall not affect, waive or terminate any right, duty, obligation, or liability which shall have arisen or may thereafter arise in connection with any provision of this order; release or waive any violation of this order occurring prior to the effective date of such amendment, termination, or suspension; or affect or impair any rights or remedies of the War Food Administrator or of any other person with respect to any such violations.

(c) *Continuing power and duty of market administrator.* The market administrator shall (1) continue in such capacity until discharged by the War Food Administrator; (2) from time to time account for all receipts and disbursements and deliver all funds or property on hand, together with the books and records of the market administrator, to such person as the War Food Administrator shall direct; and (3) if so directed by the War Food Administrator, execute such assignments or other instruments necessary or appropriate to vest in such person full title to all funds, property, and claims vested in the market administrator pursuant hereto.

(d) *Liquidation.* Upon the termination or suspension hereof, the market administrator shall, if so directed by the War Food Administrator, liquidate the business of the market administrator's office and dispose of all funds and property then in his possession or under his control, together with claims for any funds which are unpaid and owing at the time of such termination or suspension. Any funds collected for expenses, pursuant to the provisions hereof, over and above the amounts necessary to meet outstanding obligations and the expenses necessarily incurred by the market administrator in liquidating the business of the market administrator's office shall be distributed by the market administrator to handlers in an equitable manner.

§ 927.14 *Agents.* The War Food Administrator may, by designation in writing, name any officer or employee of the United States to act as his agent or representative in connection with any of the provisions hereof.

EXHIBIT A

RULES AND REGULATIONS FOR ACCOUNTING FOR AND CLASSIFYING BUTTERFAT AND SKIM MILK

SECTION 1. *Definitions.* The terms used herein shall have the same definitions as are set forth in Order No. 27. In addition, the following terms shall have the following meanings:

(a) "Order No. 27" means the order regulating the handling of milk in the New York metropolitan milk marketing area, issued effective September 1, 1938, and as subsequently amended.

(b) The term "pooled," when used in conjunction with milk, butterfat, skim milk, or other dairy products, means that the butterfat or skim milk in such products is used, or should be used, in the computation of the uniform price, pursuant to § 927.7 of Order No. 27.

(c) The term "exempt," when used in conjunction with milk, butterfat, skim milk, or other dairy products, means that the butterfat or skim milk in such products is exempt from the computation of the uniform price, pursuant to § 927.7 of Order No. 27. Exempt butterfat or skim milk shipped to another plant shall be considered pooled butterfat or skim milk at such other plant.

(d) The term "non-pooled," when used in conjunction with milk, butterfat, skim milk, or other dairy products, means that the butterfat or skim milk in such products is neither pooled nor exempt butterfat or skim milk.

(e) "Fluid milk" means the combination of butterfat and skim milk which does not contain more than 10 percent or less than 3 percent butterfat. This definition shall not be deemed to include products that are included in other definitions of this section.

(f) "Fluid skim milk" means a product consisting principally of uncondensed skim milk and containing less than 3 percent butterfat. This definition includes buttermilk obtained from churning.

(g) "Milk beverage" means a flavored or cultured beverage containing skim milk but not more than 10 percent butterfat.

(h) "Cream" means the combination of butterfat and skim milk which contains more than 10 percent butterfat. This definition shall not be deemed to include products that are included in other definitions of this section.

(j) "Frozen cream" means pooled cream which is held in a licensed cold storage warehouse at an average temperature below 0° Fahrenheit for 7 consecutive days and below 15° Fahrenheit for at least 21 days thereafter, as shown by charts of a recording thermometer, and which is subject at all times to being inspected by a representative of the market administrator to determine the physical presence of the cream and the temperature of the room where stored. After the first 7 consecutive days, such cream may be moved from one licensed cold storage warehouse to another: *Provided,* That the market administrator receives notice of such removal within 48 hours thereafter.

(k) "Sour cream" means cream which has been fermented by means of a lactic acid or other harmless milk culture and which is sold under the name of sour cream.

(l) "Manufacturing cream" means cream which is permitted by local or State authorities to be used only in manufactured dairy products.

(m) "Plain condensed milk" means that unsweetened, unsterilized product resulting from the evaporation of water from fluid milk, which product contains not less than 7 percent butterfat and not less than 17.8 percent milk solids not butterfat.

(n) "Evaporated milk" means the product resulting from the evaporation of water from fluid milk, which product contains not less than 7.9 percent butterfat and not less than 25.9 percent total milk solids and which product is packed in hermetically-sealed cans.

(o) "Sweetened condensed milk" means the product resulting from the evaporation of water from fluid milk and the addition of sugar. It shall contain not less than 28 percent milk solids, 8.5 percent butterfat, and 38 percent sugar.

(p) "Condensed skim milk" means the product resulting from the evaporation of at least 50 percent of the water from fluid skim milk. This includes the products known as condensed skim milk, sweetened condensed skim milk, and condensed buttermilk.

(q) "Milk powder" means the product resulting from the removal of water from fluid milk, cream, plain condensed milk, condensed skim milk, or fluid skim milk. It shall contain not more than 5 percent of moisture and may contain substances other than milk solids, which substances may have been added either prior to or after the removal of the water. It includes products known as whole milk powder, malted milk powder, and ice cream powder.

(r) "Skim powder" means milk powder containing not more than 10 percent of butterfat. This definition includes products known as non-fat dry milk solids and dried buttermilk.

(s) "Cheese" means the product made from the separated curd obtained by coagulating the casein of fluid milk, fluid skim milk, or cream.

(t) "Cheddar cheese" means cheese made by the Cheddar process from the heated and pressed curd obtained by the action of rennet on fluid milk or fluid skim milk.

(u) "Cream cheese" means cheese made by the Neufchatel process from curd obtained by the action of lactic-acid-producing bacteria with or without rennet on fluid milk or cream and containing not less than 20 percent butterfat.

(v) "Frozen desserts" means those products commonly known as ice cream, frozen custard, and sherbet.

(w) "Mix" means the homogenized mixture containing milk solids, water, and sugar, with other ingredients, which is prepared for use in the manufacture of frozen desserts. It shall contain not less than 12 percent of sugar and not less than 0.5 percent of other solids not milk solids.

(x) "Butter" means the product resulting from churning with or without salt and containing at least 80 percent butterfat. This does not include the product known as plastic cream.

(y) Any handler may request the market administrator to hold a hearing for the purpose of amending the definitions in this section to include products not covered by such definitions.

SEC. 2. *Classification of butterfat and skim milk shipped in the form of fluid milk, cream, plain condensed milk, frozen desserts, or fluid skim milk.* (a) Butterfat shipped in the form of fluid milk from any plant to a plant

in the marketing area shall be classified as Class I–A, and any skim milk shipped in the form of fluid milk or fluid skim milk or milk beverage from any plant to a plant in the marketing area shall be classified as Class V–A.

(b) Butterfat shipped in the form of cream from any plant to a plant in the marketing area shall be classified as Class II–A and the skim milk in such cream shall be classified as Class V–A, unless the cream leaves the plant where first received in the marketing area in the form of frozen desserts or mix, in which case the butterfat and skim milk may be classified in the appropriate classes for butterfat and skim milk utilized in frozen desserts or mix. Likewise, butterfat shipped in the form of plain condensed milk from any plant to a plant in the marketing area shall be classified as Class III–A unless such plain condensed milk leaves the plant where first received in the marketing area in the form of frozen desserts or mix, in which case the butterfat may be classified in appropriate classes for butterfat utilized in frozen desserts or mix.

(c) Butterfat which is shipped in the form of fluid milk, cream, or plain condensed milk from a pool plant to another plant outside the marketing area (except as provided in (g), (h), (j), (k), and (l) of this section) may be classified at such other plant.

(d) Skim milk which is shipped in the form of fluid milk, cream, or fluid skim milk from a pool plant to another plant outside the marketing area (except as provided in (g), (h), (j), (k), and (l) of this section) may be classified at such other plant.

(e) Butterfat which in the form of fluid milk, cream, or plain condensed milk is held at, or shipped from, a non-pool plant shall be classified in accordance with the form in which it is held at or moved from such plant, except that butterfat received at such plant in the form of milk which leaves such plant in the form of cream or plain condensed milk, and is shipped less than 65 miles to another plant, may be classified at such other plant in accordance with the form in which it is held at or moved from such other plant.

(f) Skim milk which, in the form of milk, cream, or skim milk, is held at, or shipped from, a non-pool plant shall be classified in accordance with the form in which it is held at or moved from such plant, except that skim milk which is shipped less than 65 miles in the form of fluid skim milk from a non-pool plant where such skim milk was separated, to another plant, may be classified at such other plant in accordance with the form in which it is held at or moved from such other plant.

(g) Butterfat shipped in the form of milk from any plant outside the marketing area, or from any plant inside the marketing area receiving such milk directly from dairy farmers, to a plant in another area regulated by an order issued pursuant to the act, shall be classified as Class I–B and skim milk in such milk shall be classified as Class V–B.

(h) Butterfat shipped in the form of fluid milk from any plant to a plant located in an area outside the States of New York, Vermont, Pennsylvania, and New Jersey shall be classified as Class I–A, Class I–B, or Class I–C, and the skim milk in such milk shall be classified as Class V–A, V–B, or V–C, except that if the milk is moved less than 65 miles from the plant where received from dairy farmers, the butterfat and skim milk shall be classified in accordance with (c), (d), (e), or (f) of this section.

(j) Butterfat which is moved in the form of cream or plain condensed milk from any plant to a plant outside the New England cream area, outside New York, outside New Jersey, and outside Pennsylvania, shall be classified as Class II–D, and the skim milk shall be classified as Class V–D unless such cream or plain condensed milk is moved into the marketing area, or unless such cream is subsequently moved into the special cream area, except that if such cream or plain condensed milk is shipped less than 65 miles from the plant where it was separated or condensed, the butterfat and skim milk shall be classified in accordance with (c), (d), (e), or (f) of this section.

(k) Butterfat which is moved in the form of cream or plain condensed milk to a plant in the New England cream area shall be classified as Class II–E, and the skim milk shall be classified as Class V–D unless such cream or plain condensed milk is moved into the marketing area or unless such cream is subsequently moved into the special cream area, except that if such cream or plain condensed milk is shipped less than 65 miles from the plant where separated or condensed, the butterfat and skim milk shall be classified in accordance with (c), (d), (e), and (f) of this section.

(l) Butterfat which is shipped in the form of fluid milk or cream, and not classified as Class I–A or Class I–B to a plant, the handling of milk at which is subject to another order issued pursuant to the act, shall be classified as Class II–D, if the area for which the other order is applicable is outside the New England cream area, or Class II–E if the area for which the other order is applicable is in the New England cream area, unless such milk or cream is moved into the marketing area or the special cream area. All butterfat leaving a plant regulated by another order issued pursuant to the act in the form of fluid milk shall be classified as Class I–B unless such milk enters the marketing area.

(m) Butterfat which is shipped from a plant in the form of frozen desserts or mix to a plant or a purchaser in New York City shall be classified as Class IV–A unless such frozen desserts or mix is shipped from the first plant in New York City where the butterfat is handled outside New York City and remains outside New York City. In the latter case, the butterfat shall be classified as Class IV–B.

(n) Butterfat which is shipped from a plant in the form of frozen desserts or mix to a plant or a purchaser outside New York City shall be classified in accordance with the classification applicable to butterfat in frozen desserts or mix leaving a plant in such location, unless such frozen desserts or mix is subsequently moved into New York City.

(o) For purposes of this section, mileage shall be the shortest highway mileage as determined from the latest mileage guide issued by the Household Goods Carriers' Bureau, Agent, Washington, D. C.

SEC. 3. *Method of accounting for and classifying butterfat received in various forms and classifying of butterfat lost.* Butterfat shall be accounted for in accordance with the method outlined in the paragraphs of this section and shall be classified in accordance with the form in which it is held at or moved from the plant in accordance with § 927.4 (c) of Order No. 27, except that butterfat moved from a plant in the form of milk, cream, plain condensed milk, and frozen desserts and mix may be classified as provided in section 2 in accordance with the form in which it is held at or moved from some other plant. Any deductions or additions required in any paragraph shall be made to the result obtained after all additions or deductions required in the preceding paragraphs have been made.

(a) Compute the total pounds of butterfat in the opening inventories in all forms and received at the plant in all forms. This shall be known as the total butterfat to be accounted for.

(b) Classify the butterfat leaving the plant and in the closing inventories as follows:

(1) Classify or summarize the classification at another plant of butterfat leaving the plant in the form of milk and classify or summarize the classification at another plant in the closing inventories at the plant in the form of milk.

(2) Classify or summarize the classification at another plant of butterfat leaving the plant in the form of cream and classify or summarize the classification at another plant of butterfat in the closing inventories at the plant in the form of cream.

(3) Classify or summarize the classification at another plant of butterfat leaving the plant in the form of plain condensed milk and classify or summarize the classification at another plant of butterfat in the closing inventories at the plant in the form of plain condensed milk.

(4) Classify or summarize the classification at another plant of butterfat leaving the plant in the form of frozen desserts or mix and classify or summarize the classification at another plant of butterfat in the closing inventories at the plant in the form of frozen desserts or mix.

(5) Classify the butterfat leaving the plant and the closing inventories at the plant in other forms in accordance with § 927.4 (c) of Order No. 27.

(6) Add together the total butterfat in (1) through (5) of this paragraph. The total shall be known as the butterfat accounted for at the plant.

(c) Subtract the total butterfat accounted for from the total butterfat to be accounted for at the plant. This shall be known as the plant loss.

(d) Deduct butterfat in opening inventories or received in forms other than milk, cream, plain condensed milk, and frozen desserts and mix, from butterfat leaving the plant or in closing inventories at the plant in like forms to the extent possible.

(e) Deduct any remaining butterfat in opening inventories or received in forms other than milk, cream, plain condensed milk, frozen desserts and mix, sweetened condensed milk, whole milk powder, and butter from plant loss.

(f) Deduct the opening inventories of butterfat in the form of frozen desserts or mix from butterfat leaving the plant or in closing inventories at the plant in accordance with section 5.

(g) Deduct the butterfat received in the form of frozen desserts or mix pro rata from the remaining classes of frozen desserts or mix leaving the plant or in closing inventories at the plant. Deduct any remaining butterfat received in the form of frozen desserts or mix from plant loss.

(h) Add to the remaining butterfat in each class leaving the plant or in the closing inventories at the plant in the form of:

(1) Frozen desserts or mix, ____ percent;

(2) Bottled cream (which cream was bottled at the plant during the month), ____ percent;

(3) Cream cheese, ____ percent;

(4) Butter, ____ percent;

Provided, That, if such additions are greater than the remaining plant loss, they shall be reduced pro rata to the point where they are equal to the remaining plant loss. Such additions shall be deducted from plant loss.

(j) Deduct remaining butterfat in the opening inventories or received in the form of butter, sweetened condensed milk, and whole milk powder, pro rata from the remaining butterfat leaving the plant or in the closing inventories at the plant in the form of frozen desserts or mix. Deduct any remaining butterfat received in the form of butter, sweetened condensed milk, or whole milk powder from plant loss.

(k) Deduct the opening inventories of butterfat in plain condensed milk from butterfat leaving the plant or in closing inventories at the plant in accordance with section 5.

(l) Deduct the butterfat received in the form of plain condensed milk pro rata from the classification of butterfat leaving the plant or in the closing inventories in the plant in the form of plain condensed milk. Deduct any remaining butterfat received in the form of plain condensed milk pro rata from butterfat on hand at or leaving the plant in the form of frozen desserts, mix, evaporated milk, sweetened condensed milk, whole milk powder, or candy products. If any butterfat received in the form of plain condensed milk still remains, it shall be deducted from plant loss and classified as Class III–A.

(m) Deduct butterfat in the opening inventories or received in the form of manufacturing cream from remaining butterfat leaving the plant or in the closing inventories at the plant in the form of the following products and in the order in which such products are listed:

(1) Butter.

(2) Cream cheese.

(3) Other cheese (to the extent that cream is used in the manufacturing of such cheese).

(4) Frozen desserts and mix (pro rata, except none from frozen desserts or mix the butterfat in which is classified as Class IV–A).

(5) Sweetened condensed milk, evaporated milk, and milk powder (pro rata, to the extent that cream is used in the manufacture of such products).

(6) Frozen desserts and mix (the butterfat of which is classified as Class IV–A).

(7) Sour cream.

(n) Deduct butterfat in the opening inventories or received in the form of frozen cream from remaining butterfat leaving the plant or in the closing inventories at the plant in the following forms and in the order in which they are listed:

(1) Frozen cream.

(2) Sour cream (butterfat of which is classified as Class II–A).

(3) Frozen desserts or mix (butterfat of which is classified as Class IV–A).

(4) Butter.

(5) Cream cheese.

(6) Other cheese (to the extent that cream is used in the manufacturing of such cheese).

(7) Other frozen desserts and mix (pro rata).

(8) Sweetened condensed milk, evaporated milk, and milk powder (pro rata to the extent that cream is used in the manufacture of such products).

(9) Other cream.

(o) Deduct the opening inventories of butterfat in other cream from butterfat leaving the plant or in closing inventories at the plant in accordance with section 5.

(p) Deduct butterfat received in the form of other cream pro rata from remaining butterfat leaving the plant in the form of cream, frozen desserts, mix, butter, and, to the extent that cream is used in the manufacture of such products, from butterfat leaving the plant in the form of plain condensed milk, evaporated milk, sweetened condensed milk, milk powder, and cheese.

(q) Deduct any remaining butterfat received in the form of cream from plant loss and classify it as Class II–A.

(r) Add to the remaining butterfat leaving the plant or in the closing inventories at the plant in the form of:

(1) Cream, ____ percent;

(2) Plain condensed milk, ____ percent;

(3) Evaporated milk, ____ percent;

(4) Sweetened condensed milk, ____ percent;

(5) Milk powder, ____ percent;

(6) Frozen desserts or mix, ____ percent;

(7) Cream cheese, ____ percent;

(8) Butter, ____ percent;

Provided, That, if such additions are greater than the remaining plant loss, they shall be reduced pro rata to the point where they are equal to the plant loss. Deduct such additions from the plant loss.

(s) Deduct opening inventories of butterfat in the form of milk from butterfat leaving the plant or in closing inventories at the plant in accordance with section 5.

(t) Deduct butterfat received in the form of milk from other plants and deduct exempt butterfat from remaining butterfat leaving the plant or in closing inventories at the plant.

(u) Add to remaining butterfat in all classes __ percent: *Provided*, That, if such additions are greater than the remaining plant loss, they shall be reduced pro rata to the point where they are equal to the plant loss. Deduct such additions from the plant loss. Classify any remaining plant loss as Class I–A.

(v) Classification of butterfat deducted pursuant to (p) may be interchanged with the classification of butterfat deducted pursuant to (t) from the same products covered by (p) or with the classification of butterfat in receipts from dairy farmers classified on the basis of the products covered by (p): *Provided*, That, such interchange does not change the total classification of total pooled butterfat, or *Provided, That*, such interchange results in more pooled butterfat classified as Class I–A or Class II–A and less non-pooled butterfat being classified as Class I–A or Class II–A.

SEC. 4. *Allocation of pooled, non-pooled, and exempt butterfat and skim milk to butterfat and skim milk classes*—(a) *Milk.* If butterfat is received at a plant in the form of pooled, non-pooled or exempt milk, such butterfat shall be allocated to the several classes established pursuant to section 3 for the butterfat received in the form of milk as follows:

(1) Butterfat in non-pooled milk, including non-pooled milk from dairy farmers, shall be allocated pro rata as far as possible to the classes, except Class I–A and Class II–A, which have been established for butterfat received in the form of milk. Any remaining non-pooled butterfat shall be allocated to Class I–A and Class II–A butterfat.

(2) Butterfat in exempt milk shall be allocated after the allocation in (1) of this paragraph, pro rata to the remaining butterfat in the classes established for butterfat received in the form of milk.

(3) After the allocations in (1) and (2) of this paragraph, at the option of the handler or handlers involved, butterfat in pooled milk from other plants may be allocated to any of the remaining butterfat in the classes established for butterfat received in the form of milk.

(b) *Cream.* If pooled and non-pooled cream is received at a plant, the butterfat in the non-pooled cream shall be allocated pro rata as far as possible to the separate classes, except Class I–A and Class II–A, which have been established pursuant to section 3, for all of the butterfat received at that plant in the form of cream. Any excess butterfat in the non-pooled cream shall be allocated to Class I–A or to Class II–A. The butterfat received in the form of pooled cream from the separate sources may be allocated, at the option of the handler or handlers involved, to the remaining butterfat in the classes established for butterfat received in the form of cream.

(c) *Skim milk.* If pooled, non-pooled or exempt skim milk in the form of milk, cream, or fluid skim milk is received at a plant, the skim milk shall be allocated to the classes of skim milk at the plant as follows:

(1) The non-pooled skim milk shall be allocated pro rata as far as possible to Class V–B, Class V–C, and Class V–D. Any remaining non-pooled skim milk shall be allocated to Class V–A.

(2) The exempt skim milk shall be allocated pro rata to all classes of skim milk in the plant remaining after the allocation in (1) of this paragraph.

(3) Pooled skim milk from other plants may be allocated, at the option of the handler or handlers involved, to any of the classes of skim milk remaining after the allocations in (1) and (2) of this paragraph.

(d) *Plain condensed milk.* If pooled and non-pooled plain condensed milk is received at a plant, the butterfat in the non-pooled plain condensed milk shall be allocated pro rata to the separate classes which have been established pursuant to section 3 for all of the butterfat received at that plant in the form of plain condensed milk. The butterfat in the pooled plain condensed milk from the separate sources may be allocated to any remaining butterfat in the classes established for butterfat received in the form of plain condensed milk at the option of the handler or handlers involved.

(e) *Frozen desserts or mix.* If pooled and non-pooled frozen desserts or mix is received at a plant the butterfat in the pooled frozen desserts or mix shall be allocated to that part of the total butterfat received in the form of frozen desserts or mix which is classified as Class IV–A.

SEC. 5. *Inventories.* Closing inventories may be classified by the handler at the time for filing reports in accordance with § 927.6 (a) of Order No. 27 in the class in which he believes such inventories will be classified during the month following the receipt of such butterfat from dairy farmers. In classifying the butterfat received during the next month, the opening inventories of butterfat shall be deducted from the class or classes of butterfat, if any, leaving the plant, in which it was classified for the preceding month. If there is not sufficient butterfat in such class or classes leaving the plant, the remaining butterfat in the opening inventories shall be allocated by the market administrator at the time of audit to other classes on hand at or leaving the plant, and the audit for the previous month shall be adjusted accordingly. Butterfat in opening inventories of cream which must be allocated to butterfat in closing inventories of cream shall be classified as Class II–A. Butterfat in opening inventories of plain condensed milk that must be allocated to butterfat in closing inventories of plain condensed milk shall be classified as Class III–A. In classifying butterfat and in allocating classes of butterfat to the various sources, pursuant to sections 3 and 4, any opening inventories which are allocated to closing inventories shall be deducted pro rata from all classes of butterfat receipts. For the first month for which an audit must be made by the market administrator, opening inventories shall be treated as receipts of non-pooled product.

SEC. 6. *Conversion factors.* In the absence of specific weights or butterfat tests, the market administrator shall use the following conversion factors in determining weights and tests of products.

(a) *Weights.* Weights of products shall be as shown in the following table:

Product	Unit	Net weight
Cream (11% butterfat)	40-quart can	
Cream (12% butterfat)	40-quart can	
Cream (13% butterfat)	40-quart can	
Cream (14% butterfat)	40-quart can	
Cream (15% butterfat)	40-quart can	
Cream (16% butterfat)	40-quart can	
Cream (17% butterfat)	40-quart can	
Cream (18% butterfat)	40-quart can	
Cream (19% butterfat)	40-quart can	
Cream (20% butterfat)	40-quart can	
Cream (21% butterfat)	40-quart can	
Cream (22% butterfat)	40-quart can	
Cream (23% butterfat)	40-quart can	
Cream (24% butterfat)	40-quart can	
Cream (25% butterfat)	40-quart can	
Cream (26% butterfat)	40-quart can	
Cream (27% butterfat)	40-quart can	
Cream (28% butterfat)	40-quart can	
Cream (29% butterfat)	40-quart can	
Cream (30% butterfat)	40-quart can	
Cream (31% butterfat)	40-quart can	
Cream (32% butterfat)	40-quart can	
Cream (33% butterfat)	40-quart can	
Cream (34% butterfat)	40-quart can	
Cream (35% butterfat)	40-quart can	
Cream (36% butterfat)	40-quart can	
Cream (37% butterfat)	40-quart can	
Cream (38% butterfat)	40-quart can	
Cream (39% butterfat)	40-quart can	
Cream (40% butterfat)	40-quart can	
Cream (41% butterfat)	40-quart can	
Cream (42% butterfat)	40-quart can	
Cream (43% butterfat)	40-quart can	
Cream (44% butterfat)	40-quart can	
Cream (45% butterfat)	40-quart can	
Cream (46% butterfat)	40-quart can	
Cream (47% butterfat)	40-quart can	
Cream (48% butterfat)	40-quart can	
Cream (49% butterfat)	40-quart can	
Cream (50% butterfat)	40-quart can	
Cream (51% butterfat)	40-quart can	
Cream (52% butterfat)	40-quart can	
Cream (53% butterfat)	40-quart can	
Cream (54% butterfat)	40-quart can	
Cream (55% butterfat)	40-quart can	
Plain condensed milk	40-quart can	
Evaporated milk	Case, tall cans	
Evaporated milk	Case, baby cans	
Sweetened condensed milk	40-quart can	
Mix	40-quart can	

(b) *Butterfat tests.* Butterfat tests of products shall be as shown in the following table:

Product	Test (percent)
Cream (except New Jersey) (sold as cream)	18
Cream (New Jersey) (sold as cream)	16
Victory-mix	11
Plain condensed milk	7
Evaporated milk	7.9
Sweetened condensed milk	8.5
Cream cheese (sold as cream cheese)	33
Cream cheese (sold as Neufchatel)	20
Mix (except chocolate)	10
Mix (chocolate)	8
Butter (salt)	80
Butter (unsalted)	82

SEC. 7. *Butterfat in byproducts.* (1) Butterfat on hand at or leaving the plant in the form of whey, whey cream, or whey butter, obtained from the manufacture of Cheddar cheese, shall be classified as Class III–C.

(2) Butterfat in byproducts of milk or milk products manufacturing or shipping operations except that classified pursuant to (1) of this section shall be considered plant loss. Such byproducts shall include but not be limited to fluid skim milk, skim powder, condensed skim milk, and rinsings.

SEC. 8. *Exceptional cases.* In the event that operations at a plant are such that, in the opinion of the market administrator, the provisions of these rules and regulations are not applicable, the market administrator shall make exceptions to such rules and regulations to fit the specific cases, pending a hearing to amend the rules and regulations, and such exceptions shall be binding until such time as the rules and regulations are amended. This provision does not prevent the handler from petitioning the War Food Administrator, pursuant to section 8 (c) 15 (A) of the act, for review of the exceptions to the rules by the market administrator.

Copies of this notice of hearing may be procured from the Hearing Clerk, Office of the Solicitor, United States Department of Agriculture, in Room 1331 South Building, Washington, D. C., or may be there inspected.

THOMAS J. FLAVIN,
Assistant to the War Food Administrator.

JULY 14, 1944.

[F. R. Doc. 44–10443; Filed, July 14, 1944; 11:54 a. m.]

Office of Distribution.

ORDER ADMINISTRATOR AND MEAT ORDER REPRESENTATIVES

DELEGATION OF AUTHORITY WITH RESPECT TO LIVESTOCK AND MEATS

Pursuant to the authority vested in me by War Food Order No. 75, as amended (8 F.R. 11119, 9 F.R. 4319, 5333, 5767), and to effectuate the purposes of that order and of War Food Order No. 75–1, as amended (8 F.R. 11327, 9 F.R. 4319, 5888), the following delegations of authority are hereby made, subject to such general instructions with respect to policy and procedure as may from time to time be issued by me or by the Deputy Director:

(a) *Order Administrator.* The Order Administrator and Alternate Order Administrator of War Food Order No. 75–1, are authorized, subject to the supervision of the Chief of the Livestock and Meats Branch, Office of Distribution, War Food Administration, to grant or deny petitions for relief from hardship submitted by any slaughterer, and with respect to all slaughterers designated as "national packers" by the said Livestock and Meats Branch:

(1) To issue licenses and deny applications for licenses; and

(2) To establish, assign, adjust and revise quotas or quota bases.

(b) *Meat Order Representatives.* Subject to the supervision of the Order Administrator, Meat Order Representatives of the Office of Distribution, War Food Administration, are authorized, with respect to custom slaughterers and all other slaughterers except national packers as referred to in (a) hereof:

(1) To issue licenses and permits, and deny applications for licenses and permits.

(2) To establish, assign, adjust and revise quotas or quota bases;

(3) To classify and reclassify slaughterers; and

(4) To grant or deny petitions for relief from hardship.

Nothing contained herein shall be construed to affect any power or authority vested in the Director of Distribution.

This delegation of authority supersedes the delegation of authority to the Order Administrator, regional directors, State supervisors, area supervisors, and County War Boards, issued under Food Distribution Order No. 75 on August 26, 1943 (8 F.R. 11893, 12161).

Issued this 15th day of July 1944.

C. W. KITCHEN,
Acting Director of Distribution.

[F. R. Doc. 44–10585; Filed, July 17, 1944; 11:17 a. m.]

WAR PRODUCTION BOARD.

[Certificate 203, Amdt. 1]

PRODUCERS OF PENICILLIN

APPROVAL OF COLLABORATION IN EXCHANGE OF TECHNICAL INFORMATION

The ATTORNEY GENERAL:

Referring to Certificate No. 203 issued pursuant to section 12 of Public Law No. 603, 77th Congress (56 Stat. 357), on June 21, 1944 (7 F.R. 7036), concerning a proposal, described in a memorandum dated June 5, 1944,[1] from the Director of the Chemicals Bureau and the Director of the Office of Production Research and Development of the War Production Board, that certain named producers of penicillin, as well as others who might be added from time to time, be requested to collaborate in the exchange of technical information respecting the production and processing of penicillin derived by fermentation from penicillium notatum and of any raw material or intermediate components of penicillin, I submit herewith a supplementary memorandum dated July 13, 1944,[1] proposing the addition to the group exchanging information of other producers of penicillin not listed in the earlier memorandum or falling within the classification of producers who might be added in accordance with the terms of that memorandum.

For the purposes of the statute cited, I approve the proposal described in the memorandum of June 5, 1944, as amended by the memorandum of July 13, 1944; and after consultation with you I hereby find and so certify to you that the doing of any act or thing, or the omission to do any act or thing, by any person in compliance with my approval as herein expressed is requisite to the prosecution of the war. Nothing in my approval, however, is to be construed as authorizing the imposition of limitations upon the use of information exchanged by the manufacturers.

DONALD M. NELSON,
Chairman.

JULY 14, 1944.

[F. R. Doc. 44–10548; Filed, July 17, 1944; 10:33 a. m.]

[1] Not filed with the Division of the Federal Register.

JUL 20 '44

FEDERAL REGISTER

VOLUME 9 NUMBER 143

Washington, Wednesday, July 19, 1944

Regulations

TITLE 7—AGRICULTURE

Chapter XI—War Food Administration (Distribution Orders)

[WFO 42, Amdt. 9]

PART 1460—FATS AND OILS

PARTIAL SUSPENSION OF RESTRICTIONS ON USE OF LARD AND RENDERED PORK FAT

War Food Order No. 42, as amended (9 F.R. 2971, 4319, 4802, 5333, 6391), is further amended by deleting (b) (12) and substituting in lieu thereof the following:

(12) Notwithstanding any other provision of this order, any manufacturer who, during the period from May 15 to June 30, 1944, both inclusive, purchased and accepted delivery of lard or rendered pork fat, or who, during the period from July 17 to July 31, 1944, both inclusive, purchases and accepts delivery of lard or rendered pork fat, may use such lard or rendered pork fat without charge against quota in the manufacture of soap.

This amendment shall become effective at 12:01 a. m., e. w. t., July 18, 1944.

With respect to violations, rights accrued, liabilities incurred, or appeals taken under War Food Order No. 42, as amended, prior to said date, all provisions of said War Food Order No. 42, as amended, in effect prior hereto shall be deemed to remain in full force for the purpose of sustaining any proper suit, action, or other proceeding with respect to any such violation, right, liability, or appeal.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 15th day of July 1944.

WILSON COWEN,
Assistant War Food Administrator.

[F. R. Doc. 44–10603; Filed, July 17, 1944; 12:17 p. m.]

TITLE 29—LABOR

Chapter IX—War Food Administration (Agricultural Labor)

[Specific Wage Ceiling Reg. 15]

PART 1111—SALARIES AND WAGES OF AGRICULTURAL LABOR IN THE STATE OF WASHINGTON

WORKERS ENGAGED IN PICKING CHERRIES IN CERTAIN WASHINGTON COUNTIES

§ 1111.1 *Wages of workers engaged in picking cherries in the Counties of Chelan, Douglas and Okanogan, State of Washington.* Pursuant to § 4001.7 of the regulations of the Director of the Office of Economic Stabilization relating to wages and salaries issued August 28, 1943 (8 F.R. 11960, 12139), as amended on December 9, 1943 (8 F.R. 16702) and June 1, 1944 (9 F.R. 6035) and to the regulations of the War Food Administrator issued January 20, 1944 (9 F.R. 831), entitled "Specific Wage Ceiling Regulations" and based upon relevant facts submitted by the Washington WFA Wage Board and obtained from other sources, it is hereby determined that:

(a) *Areas, crops, and classes of workers.* Persons engaged in picking cherries in the Counties of Chelan, Douglas and Okanogan, State of Washington, are agricultural labor as defined in § 4001.1(l) of the regulations of the Director of the Office of Economic Stabilization issued on August 28, 1943 (8 F.R. 11960, 12139), as amended on December 9, 1943 (8 F.R. 16702) and June 1, 1944 (9 F.R. 6035).

(b) *Wage rates; maximum wage rates for picking cherries.*

1. Hourly rate—85¢ per hour.
2. Piece rate—3½ cents per lb. or the equivalent where container rates are used.

(c) *Administration.* The Washington WFA Wage Board located at 235 Liberty Building, Yakima, Washington, will have charge of the administration of this order in accordance with the provisions of the specific wage ceiling regulations issued by the War Food Administrator January 20, 1944 (9 F.R. 831).

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FEDERAL REGISTER

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NOTICE

The Cumulative Supplement to the Code of Federal Regulations, covering the period from June 2, 1938, through June 1, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at $3.00 per unit. The following are now available:

Book 1: Titles 1–3 (Presidential documents) with tables and index.
Book 2: Titles 4–9, with index.
Book 3: Titles 10–17, with index.
Book 4: Titles 18–25, with index.
Book 5, Part 1: Title 26, Parts 2–178.
Book 5, Part 2: Title 26, completed; Title 27.

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(d) *Applicability of specific wage ceiling regulations.* This specific wage ceiling regulation No. 15 shall be deemed to be a part of the specific wage ceiling regulations issued by the War Food Administrator on January 20, 1944 (9 F.R. 831) and the provisions of such regulations shall be applicable to this specific wage ceiling regulation No. 15 and any violation of this specific wage ceiling regulation No. 15 shall constitute a violation of such specific wage ceiling regulations.

(56 Stat. 765, 50 U.S.C. App. 961 et seq.; Pub. Law 34, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681, regulations of the Director of Economic Stabilization, 8 F.R. 11960, 12139, 16702, 9 F.R. 6035; regulations of the War Food Administrator, 9 F.R. 655, 6011, 9 F.R. 831)

Issued this 17th day of July 1944.

HENRY WALSH,
Acting Director of Labor.

[F. R. Doc. 44–10604; Filed, July 17, 1944; 3:08 p. m.]

TITLE 30—MINERAL RESOURCES

Chapter VI—Solid Fuels Administration for War

PART 602—GENERAL ORDERS AND DIRECTIVES

[SFAW Reg. 23]

The fulfillment of requirements for the defense of the United States will result in a shortage in the supply of bituminous coal for defense, for private account and for export; and the following regulation is deemed necessary and appropriate in the public interest and to promote the national defense:

DISTRIBUTION OF BITUMINOUS COAL IN UNITED STATES

Sec.
602.500 What this regulation does.
602.501 Meaning of terms used in this regulation.
SUBPART A—PROVISIONS TO WHICH SHIPPERS OF COAL ARE SUBJECT
602.502 Shipments of by-product and other special purpose coal; first preference.
602.503 Shipments of coal moving to docks via the Great Lakes; second preference.
602.504 Shipments by certain commercial lake dock operators; preference and restrictive provisions.
602.505 Shipments to retail dealers of coal produced in Districts 7 and 8 (excluding certain ex-lake dock shipments); preference and restrictive provisions.
602.506 Method of fulfilling preferences when supply is insufficient.
602.507 Prohibitions against shipments contrary to this regulation.
602.508 Use of coal preparation facilities.
602.509 Production not to be curtailed.
602.510 When orders must be received and what they must contain.
602.511 Reports by producers, commercial dock operators and lake or tidewater forwarders.

SUBPART B—PROVISIONS TO WHICH INDUSTRIAL CONSUMERS OF COAL ARE SUBJECT
Sec.
602.512 How this regulation applies to industrial consumers.
602.513 How "days' supply" and "monthly consumption requirements" are calculated by industrial consumers.
602.514 When orders must be filed and what they must contain.
602.515 Restrictions on receipts by industrial consumers of by-product and other special purpose coal.
602.516 Restrictions on receipts by industrial consumers of coal moving via the Great Lakes or ex-lake dock.
602.517 Restrictions on receipts by industrial consumers of coal other than by-product and special purpose coal and other than coal moving via the Great Lakes or ex-lake dock.
SUBPART C—PROVISIONS TO WHICH RETAIL DEALERS RECEIVING COAL ARE SUBJECT
602.518 Restrictions on receipts by retail dealers from commercial lake dock operators.
602.519 Receipts by retail dealers of coal produced in Districts 7 and 8.
PROVISIONS OF GENERAL APPLICABILITY
602.520 Assistance to persons unable to obtain sufficient coal.
602.521 Preservation of orders and effect of representations.
602.522 Damages for breach of contract.
602.523 Violations.
602.524 Official interpretations.
602.525 Applications for modification or exception.
602.526 Effect on other SFAW regulations.
602.527 Effective date.

AUTHORITY: §§ 602.500 to 602.527, inclusive, issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176.

§ 602.500 *What this regulation does.* This regulation controls the distribution of bituminous coal produced in the United States. It does not apply to those transactions between retail dealers and consumers which are governed by Solid Fuels Administration for War Regulation No. 21. This regulation combines many of the provisions formerly contained in Solid Fuels Administration for War Revised Regulation No. 10 and Solid Fuels Administration for War Regulation No. 20 and adds a number of new provisions. Among the new provisions are those applicable to shipments of coal produced in Districts 7 and 8 to retail dealers and those applicable to all coal moving from certain commercial lake docks to industrial consumers and retail dealers.

Subpart A of this regulation sets forth provisions to which persons shipping bituminous coal are subject.

Subpart B of this regulation sets forth provisions to which industrial consumers receiving coal are subject.

Subpart C of this regulation sets forth provisions to which retail dealers receiving coal are subject.

Subpart D of this regulation sets forth provisions of general applicability.

§ 602.501 *Meaning of terms used in this regulation.* For purposes of this regulation:

(a) "Coal" means bituminous and subbituminous coal.

(b) "By-product coal" means coal which is to be charged into by-product coke ovens for the production of coke for metallurgical uses, or for the production of gas or for the recovery of by-products.

(c) "Other special purposes coal" means coal, other than by-product coal, which is to be:

(1) Used for foundry or other metallurgical purposes in which the coal or its products of combustion come in direct contact with the metal during the processing; or

(2) Used for foundry facings requiring special chemical or physical characteristics; or

(3) Used for the production of water gas; or

(4) Charged into retorts for the production of gas; or

(5) Used as a raw material, because of special chemical or physical characteristics, to form a component part of chemicals, or directly entering into the chemical processes; or

(6) Used in beehive coke ovens, except those engaged exclusively in the production of coke for domestic use.

(d) "Briquettes" means briquettes containing any bituminous coal.

(e) "Person" means any individual, partnership, association, business trust, corporation, governmental corporation or agency, or organized group of persons.

(f) "Producer" means any person to the extent that he is engaged in the business of mining or preparing bituminous coal (or the sales agent of such person).

(g) "Wholesaler" means any distributor, jobber, forwarder, commercial dock operator (river, lake or tidewater) or other person (except a retail dealer) who resells bituminous coal.

(h) "Shipper" means any person who disposes of coal to a wholesaler, retail dealer or industrial consumer. To "ship" means to dispose of coal.

(i) "Retail dealer" means any person (including the retail outlet, branch or department of one who is also a producer or wholesaler) to the extent that he sells, delivers, or disposes of coal in a transaction involving the disposal of coal physically handled in a truck, wagon, or other less-than-carload facility, without regard to quantity or frequency of delivery.

(j) "Industrial consumer" means any person who consumes more than 10,000 tons of coal per year, or any person who, although he consumes less than 10,000 tons of coal per year, receives coal in cargo or carload lots from a producer or wholesaler.

(k) "Public utility" means an industrial consumer who renders a public service by supplying electricity, water or gas to a community.

(l) "District" means a bituminous coal producing district, as defined in the Bituminous Coal Act of 1937. A list of such districts is set forth in Appendix A.

(m) "SFAW means the Solid Fuels Administration for War.

SUBPART A—PROVISIONS TO WHICH SHIPPERS OF COAL ARE SUBJECT

§ 602.502 *Shipments of by-product and other special purpose coal; first preference.* If you are a shipper of by-product or other special purpose coal produced in Districts 1–4, inclusive, 6–11, inclusive, or 13, you shall first arrange your distribution schedules for the period April 1, 1944 to March 31, 1945, so that orders received pursuant to commitments and directions for by-product and other special purpose coal are met in full. If necessary, from time to time your distribution schedules should be revised so as to assure that a first preference is given to such orders. You are prohibited from shipping other coal until you have made adequate provision for fulfilling these orders.

No order for by-product coal is covered by this preference unless it is pursuant to:

(a) A contract to supply by-product coal entered into on or before March 10, 1944, reported to SFAW pursuant to SFAW Regulation No. 16,[1] and not disapproved in writing by SFAW; or

(b) A contract to supply by-product coal entered into after March 10, 1944, and approved in writing by SFAW; or

(c) An instruction or direction issued by SFAW.

NOTE: Any shipment of by-product coal other than pursuant to (a), (b), or (c) of this section, is prohibited by SFAW Regulation No. 16.

All contracts for other special purpose coal are covered by the first preference.

NOTE: The amount of by-product coal and other special purpose coal which an industrial consumer may receive is restricted under § 602.515 of this regulation. To the extent that any contract or commitment exceeds the amount which the industrial consumer is permitted to receive under this section or to the extent that any contract or commitment is modified by SFAW direction, this preference is not applicable.

To the maximum extent practicable, a shipper should meet those commitments for by-product and other special purpose coal to which the first preference applies in regular equal monthly shipments. If you ship such coal by rail, river, or tidewater, you should spread such shipments throughout the period April 1, 1944 to March 31, 1945. If you ship such coal by lake, you should spread such shipments throughout the current season of navigation and conclude them on or before November 1, 1944.

§ 602.503 *Shipments of coal moving to docks via the Great Lakes; second preference.* If you are a shipper of coal produced by Districts 1–4, inclusive, or 6–11, inclusive, after you have arranged to ship by-product and other special purpose coal to the extent required by § 602.502, you shall next arrange your distribution schedules for the period April 1, 1944 to November 1, 1944, so that orders received pursuant to commitments and directions for coal moving via the Great Lakes to any dock, or other unloading facility located on the Great Lakes, are met in full. If necessary, from time to time your distribution schedules should be revised so as to assure that a second preference is given

[1] 9 F.R. 2491.

to these orders. You are prohibited from shipping coal, except by-product and other special purpose coal, until you have made adequate provision for fulfilling these orders.

No order for coal moving via the Great Lakes to a dock, or other unloading facility on the Great Lakes, is covered by this preference unless it is pursuant to:

(a) A contract to ship coal via the Great Lakes entered into on or before February 29, 1944, reported to SFAW pursuant to SFAW Regulation No. 15,[1] and not disapproved in writing by SFAW; or

(b) A contract to ship coal via the Great Lakes entered into after February 29, 1944, and approved in writing by SFAW; or

(c) An instruction or direction issued by SFAW.

NOTE: Any shipment of coal moving via the Great Lakes to a dock or other unloading facility located on the Great Lakes, other than pursuant to (a), (b), or (c) of this section, is prohibited by SFAW Regulation No. 15. The amount of coal moving via the Great Lakes to a dock, or other unloading facility located on the Great Lakes, which an industrial consumer may receive, is restricted under § 602.516 of this regulation. To the extent that any contract or commitment exceeds the amount which the industrial consumer is permitted to receive by that section, this preference is not applicable. To the extent that any contract for the shipment of coal to an industrial consumer or to a commercial lake dock operator is modified by SFAW direction, this preference is not applicable.

To the maximum extent practicable and consistent with effective utilization of transportation facilities, you should spread your shipments of lake coal entitled to the second preference in equal monthly amounts throughout the current season of navigation and conclude them on or before November 1, 1944.

§ 602.504 *Shipments by certain commercial lake dock operators; preference and restrictive provisions*—(a) *Preference to retail dealers.* If you are a commercial dock operator located on Lake Superior or on the west bank of Lake Michigan, north of, and including Waukegan, Illinois, or in the State of Michigan, after you have arranged to meet any orders for by-product and other special purpose coal (as provided in § 602.502) you shall next arrange your distribution schedules for the period April 1, 1944 to March 31, 1945 so that orders from retail dealers located in Michigan, Minnesota, North Dakota, South Dakota and Wisconsin for all coal (except "slack" or "nut and slack"), briquettes and packaged fuel, to be shipped ex-lake dock, are met to the extent of 90 per cent of the amount which you shipped to each such retail dealer during the period April 1, 1943 to March 31, 1944. If necessary, from time to time your distribution schedules should be revised so as to assure that preference is given to these orders. You are prohibited from shipping other coal (except "slack" or "nut and slack"), briquettes and packaged fuel, until you have made adequate provision for fulfilling those orders.

[1] 9 F.R. 1501.

This preference is applicable to all such orders received by you from retail dealers to whom you shipped coal during the period April 1, 1943 to March 31, 1944, and you shall treat orders of independent dealers on the same basis as orders of affiliated retail dealers. In filling any order you are permitted to arrange credit terms and other conditions of the sale so long as such arrangements are not illegal or unreasonable and so long as they do not result in evasion of this regulation.

NOTE: Orders of retail dealers who do not have storage facilities or truck scales (unequipped retail dealers) are entitled to this preference on the same basis as orders of retail dealers having storage facilities or truck scales (equipped retail dealers).

(b) *Restrictions on ex-lake dock shipments to industrial consumers and retail dealers.* This paragraph applies to you if you are a commercial dock operator located on Lake Superior or on the west bank of Lake Michigan, north of, and including Waukegan, Illinois, or in the State of Michigan.

(1) You are prohibited from shipping ex-lake dock any coal, briquettes or packaged fuel, directly or indirectly, to any industrial consumer or retail dealer not located in Michigan, Minnesota, North Dakota, South Dakota or Wisconsin.

(2) You are prohibited from shipping ex-lake dock to a retail dealer any coal (except "slack" or "nut and slack"), briquettes, or packaged fuel not covered by a preference; and after you have filled all orders entitled to a preference, you are prohibited from shipping any such coal, briquettes or packaged fuel suitable for delivery to retail dealers, except pursuant to SFAW direction. You should promptly report any such tonnage which you expect to have available to Solid Fuels Administration for War, Washington 25, D. C.

(3) You are prohibited from delivering to any industrial consumer, during the period May 1, 1944 to December 1, 1944, more than 75 per cent of the total tonnage of coal which you are obliged to ship to that industrial consumer during the period May 1, 1944 to May 15, 1945. However, the Area Distribution Manager is authorized to modify the above provisions to permit deliveries in excess of 75 per cent, but otherwise consistent with this regulation, where the industrial consumer is engaged primarily in the operation of a seasonal industry, such as a fruit or vegetable cannery, and in other cases to prevent hardship.

NOTE: SFAW Regulation No. 3 prohibits ex-dock distribution to other than certain destinations. These prohibitions remain in effect except to the extent that they are modified by this regulation.

§ 602.505 *Shipments to retail dealers of coal produced in Districts 7 and 8 (excluding certain ex-lake dock shipments); preference and restrictive provisions*—(a) *Preference to retail dealers.* If you shipped coal produced in Districts 7 and 8 to retail dealers during the period April 1, 1943 to March 31, 1944 (and to the extent that you are not shipping as a commercial dock operator located on Lake Superior, on the west bank of Lake Michigan, north of, and including, Waukegan, Illinois, or in the State of Michigan), after you have arranged to meet orders for by-product and other special purpose coals (as provided in § 602.502) and orders for coal moving via the Great Lakes (as provided in § 602.503), you shall next arrange your distribution schedules so that for the period April 1, 1944 to March 31, 1945, orders from retail dealers for coal produced in Districts 7 and 8 are met to the extent set forth in this section. If necessary, from time to time, your distribution schedules should be revised so as to assure that a third preference is given to these orders. You are prohibited from shipping coal, except coal covered by the first and second preferences, until you have made adequate provision for fulfilling these orders of retail dealers.

This preference is applicable to all orders received by you from retail dealers to whom you shipped coal during the period April 1, 1943 to March 31, 1944, and you shall treat orders of independent dealers on the same basis as orders of affiliated retail dealers. In filling any order, you are permitted to arrange credit terms and other conditions of the sale so long as such arrangements are not illegal or unreasonable, and so long as they do not result in evasion of this regulation.

NOTE: Orders of retail dealers who do not have storage facilities or truck scales (unequipped retail dealers) are entitled to this preference on the same basis as orders of retail dealers having storage facilities or truck scales (equipped retail dealers).

(1) *Coal to which third preference is applicable.* The third preference is applicable to all coal produced in Districts 7 and 8, except slack. Resultant coal 1½" x 0 and smaller produced in District 7, and resultant coal 2¼ x 0 and smaller produced in District 8, shall be considered slack. Neither the preference nor the restrictive provisions of this section are applicable to slack. Shippers may consider low volatile lump, egg, stove, and domestic mine run coal produced in Districts 7 and 8 as a unit and interchangeable. They may consider high volatile lump, egg, stove and nut coal produced in Districts 7 and 8 as a unit and interchangeable. (The designation of mines contained in the Minimum Price Schedules of the former Bituminous Coal Division shall be the basis for determining whether coal is low or high volatile coal within the meaning of this regulation.) To the maximum extent consistent with reasonable mining operating conditions, shipments under this preference of the other sizes of coal from Districts 7 and 8 shall be made on the basis of the amount of each such size shipped to the individual retail dealer during the period April 1, 1943 to March 31, 1944.

(2) *Amount of coal to which preference is applicable.* During the period April 1, 1944 to March 31, 1945, you are required to ship to each retail dealer entitled to this perference an amount of coal produced in Districts 7 and 8 equal to 90 percent of the amount of such coal which you shipped to that retail dealer during the period April 1, 1943 to March 31, 1944. (For the purpose of calculating the amount of coal which you shall ship under this preference, you may obtain special permission from the Area Distribution Manager to substitute as a base year the period April 1, 1942 to March 31, 1943. In calculating the amount of coal which you shipped to a retail dealer located in the States of Maine, Vermont, New Hampshire, Massachusetts, Rhode Island, Connecticut, Delaware, New York, New Jersey or Pennsylvania, you shall exclude coal produced in Districts 7 or 8 shipped all-rail to such dealers pursuant to SFAW directions.) During the period April 1, 1944 to October 1, 1944, you are required to ship to such retail dealer not less than 40 percent (to the nearest carload or barge lot) of the total amount of coal which you are required to ship to such dealer during the period April 1, 1944 to March 31, 1945.

(3) *Order of making shipments to retail dealers.* In making shipments under this preference, you shall first fill or arrange to fill orders from retail dealers located in Consuming Area 1, which consists of the States of Alabama, Florida, Georgia, Kentucky, Maryland, North Carolina, South Carolina, Tennessee, Virginia, West Virginia and the District of Columbia.

You shall next fill or arrange to fill orders of retail dealers who are located in Consuming Area 2, which consists of the States of Michigan, Minnesota, Wisconsin, that part of the State of Indiana east of and including the counties of St. Joseph, Marshall, Fulton, Cass, Carroll, Tippecanoe, Clinton, Boone, Marion, Johnson, Brown, Jackson, Washington and Harrison, that part of the State of Ohio west of and including the counties of Erie, Huron, Ashland, Richland, Morrow, Delaware, Franklin, Pickaway, Ross, Pike, Scioto and Lawrence, and that part of the Dominion of Canada which was in former Market Area 21.[2]

You shall next fill or arrange to fill orders from retail dealers located in Consuming Area 3, which consists of all other localities.

NOTE: Present production estimates indicate that retail dealers in Consuming Area 3 will receive less than 90 per cent of the amount of coal which they obtained last year from District 8 and substantially less than 90 percent of the amount of coal which they obtained last year from District 7.

[2] This area was defined as all points in the Province of Ontario west of the following described line: beginning at but excluding Port Burwell, Ontario, on the north shore of Lake Erie; thence following the Canadian Pacific Ry. and excluding all points thereon from Port Burwell, Ontario to Eden, Ontario; continuing via the Canadian Pacific Ry. and including all points thereon to and including Tillsonburg, Ontario; thence continuing via and including all points on the Michigan Central RR. from Tillsonburg, Ontario, to St. Thomas, Ontario; thence via and including all points on the Canadian National Ry. from St. Thomas through London, Ontario, to and including Pottersburg, Ontario; continuing via the Canadian National Ry., but excluding all points thereon, through St. Mary, Ontario, Stratford, Ontario, to Dublin, Ontario; continuing via the Canadian National Ry. and including all points thereon to Goderich, Ontario, through Clinton, Ontario.

If you are a producer located in District 7 or District 8, producing coal at a mine which was not in operation during the period April 1, 1943 to March 31, 1944, you shall, before delivering coal to any retail dealer or other person for resale to a retail dealer, report to the Area Distribution Manager (1) your approximate average daily production and (2) the tonnage (by sizes and kinds) you will have available for distribution to retail dealers. SFAW will thereupon arrange for the distribution of such coal.

(b) *Additional shipments to retail dealers.* After you have filled or arranged to fill all orders entitled to this preference, you may apply to the Area Distribution Manager for permission to ship additional coal to any retail dealer. Unless such permission has been obtained, you are prohibited from shipping to a retail dealer any coal (except slack) not covered by a preference. After you have filled or arranged to fill all orders entitled to a preference, you may apply to SFAW for permission to ship coal to retail dealers not previously supplied by you.

(c) *Application of preference to wholesalers reselling coal to retail dealers.* If you are a producer of District 7 or District 8 coal, you are required to ship to each wholesaler to whom, or for whose account, you shipped such coal during the period April 1, 1943 to March 31, 1944, an amount of such coal sufficient to assure that orders of retail dealers to whom the wholesaler shipped your District 7 or District 8 coal during the period April 1, 1943 to March 31, 1944, receive the same proportionate amount of coal as if you were required to fill the orders of those retail dealers directly, in accordance with the provisions of this regulation. However, you are not required to ship coal to such a wholesaler if:

(1) You report to SFAW the amount of coal produced in District 7 or District 8 which you shipped to such wholesaler during the period April 1, 1943 to March 31, 1944, and you indicate your willingness and ability to make available an amount equal to 90 per cent of such tonnage for distribution subject to SFAW direction, to meet the needs of the community which was previously served by such wholesaler; or

(2) You ascertain the identity of all retail dealers previously served by such wholesaler and you arrange to ship to each of them directly the proportionate amount of coal to which each is entitled under this regulation.

(d) *Information to be reported.* If you are a shipper of coal produced in Districts 7 and 8, and are required by § 602.511 to file Form SFA No. 79, you shall report each month on the bottom of page 2 of that form the total amount of coal (except slack) produced in Districts 7 and 8 which you will have shipped to all retail dealers or wholesalers entitled to this preference in each of the three consuming areas from April 1, 1944 to the end of that month, and you shall also show the total amount of such coal which you shipped to retail dealers in each consuming area during the same period last year. Further, you shall report each month the total amount of slack produced in Districts 7 and 8 which you will have shipped to all retail dealers in each of the three consuming areas from April 1, 1944 to the end of that month and the total amount of such slack which you shipped to retail dealers in each consuming area during the same period last year.

NOTE: To the extent that exact figures showing your current shipments are not yet available when you prepare Form SFA No. 79, you may estimate the amount of such shipments.

§ 602.506 *Method of fulfilling preferences when supply is insufficient.* If you are a shipper of coal and you do not have sufficient coal to meet all orders entitled to equal preference under this regulation, you shall, to the maximum extent practicable, prorate your available supply without discrimination, among all orders entitled to that preference.

When an order to which you are required by this regulation to give a preference is based on a commitment which provides for special treatment to a particular industrial consumer, you may apply to SFAW for permission to deviate from the provisions of this section.

If, at any time, you find that you will be unable to meet all orders entitled to a preference under this regulation, you shall, as soon as possible notify those customers to whom reduced shipments will be made of the extent to which their orders will be reduced.

§ 602.507 *Prohibitions against shipments contrary to this regulation.* If you are a shipper of coal, you are prohibited from disposing of any coal to any person who is not entitled to receive such coal.

§ 602.508 *Use of coal preparation facilities.* No preparation, sizing, or crushing of coal shall be engaged in by any person in order to avoid fulfilling any order which may be filled under this regulation, or to evade any provision of this regulation. To the maximum extent practicable, shippers of coal having screening facilities shall utilize such facilities to effectuate the provisions of this regulation.

§ 602.509 *Production not to be curtailed.* Notwithstanding the provisions of this regulation, the production of coal is not to be curtailed. If you are a producer and you do not have adequate orders on which shipments consistent with this regulation may be made during any calendar week, to permit continued operation of the mine without curtailment of production, you shall arrange for the distribution of such surplus coal during that calendar week; but to the extent that any person is thereby permitted to receive more coal than he would otherwise be entitled to receive under this regulation, you shall report such fact to the Solid Fuels Administration for War at the time you file SFA Form No. 79 as provided in § 602.511 of this regulation.

If you are a producer and you expect to have surplus coal available which you

will be unable to dispose of by voluntary arrangement under the provisions of this section, you shall immediately report this situation to the Area Distribution Manager for your district.

§ 602.510 *When orders must be received and what they must contain*—(a) *Shipments to industrial consumers.* If you are a shipper of coal, you are prohibited from shipping any coal to an industrial consumer (except those industrial consumers specifically exempted in § 602.514 (b) of this regulation) on any order, during any calendar month, by any method or combined methods of transportation, unless (1) the order for coal (produced in any district except District 5) has been received on or before the 24th day of the preceding month, and (2) the written order, or confirmation of the order, contains, or is amended to contain, the information required to be submitted by the industrial consumer in § 602.514 of this regulation.

(b) *Shipments to wholesalers.*—If you are a shipper of coal, you are prohibited from shipping any coal to a wholesaler (except a commercial dock operator located on the Great Lakes or on the Atlantic Seaboard north of, and including, New York Harbor) unless his order contains (1) the names and locations of the industrial consumers to whom the coal is to be resold by the wholesaler, and (2) such information as is required to be submitted to the wholesaler in the orders of the industrial consumers, as provided in § 602.514 of this regulation. However, a shipper is not required to obtain such information when the order is for coal to be shipped to a lower lake dumping port or to a tidewater dumping port, and the coal is not segregated and earmarked for transshipment to a particular industrial consumer.

§ 602.511 *Reports by producers, commercial dock operators and lake or tidewater forwarders*—(a) *Reports required to be filed.* (1) If you are a producer of coal in any district, except District 5, or if you are a commercial dock operator (not located on Lake Superior or on the west bank of Lake Michigan, north of, and including Waukegan, Illinois, or in the State of Michigan) or a lake or tidewater forwarder, you shall report on or before the last day of each calendar month preceding the month of shipment that information which is required to be reported on Form SFA No. 79.

If you are required to file Form SFA No. 79, and you ship coal produced in Districts 7 or 8, you shall include the information required to be reported under § 602.505 (d) of this regulation. If you are required to file Form SFA No. 79, and you ship coal (including slack) produced in districts other than Districts 7 or 8, you shall report each month on the bottom of page 2 of Form SFA No. 79 the total amount of such coal which you will have shipped to all retail dealers from April 1, 1944 to the end of that month, and the total amount of such coal which you shipped to retail dealers during the same period last year.

NOTE: To the extent that exact figures showing your current shipments are not yet available when you prepare Form SFA No. 79, you may estimate the amount of such shipments.

Form SFA 79 is supplied by the Solid Fuels Administration for War and may be obtained from the Bituminous Coal Producers Advisory Board or from the Area Distribution Manager for your district. If you are a producer, you shall file such information at the office specified for your district in Appendix "B" of this regulation. If you are a commercial dock operator, or a lake or tidewater forwarder, you shall file such information with the Solid Fuels Administration for War, Washington 25, D. C.

(2) If you are a commercial lake dock operator located on Lake Superior or on the west bank of Lake Michigan, north of, and including Waukegan, Illinois, or in the State of Michigan, you shall report each month the total amount of coal (including "slack" or "nut and slack"), which you will have shipped to all retail dealers from April 1, 1944 to the end of that month, and the total amount of coal which you shipped to retail dealers during the same period last year.

NOTE: To the extent that exact figures showing your current shipments are not yet available when you prepare your report, you may estimate the amount of such shipments.

(b) *Confidential character of reports.* The Area Distribution Manager shall make available to designated representatives of the appropriate Bituminous Coal Producers Advisory Board any information contained in reports required to be filed under this section. Such information shall be confidential, and is not to be compiled, abstracted or disclosed by the Area Distribution Manager, any member of the Advisory Board, or any other person, except in so far as it is necessary to accomplish the purposes of this regulation, or as authorized by SFAW.

SUBPART B—PROVISIONS TO WHICH INDUSTRIAL CONSUMERS OF COAL ARE SUBJECT

§ 602.512 *How this regulation applies to industrial consumers.* Subpart B of this regulation applies only to persons who consume coal. It does not apply to persons who buy coal for resale. (If you buy coal for resale and are not a retail dealer, Subpart A of this regulation applies to you; if you are a retail dealer, Subpart C of this regulation and SFAW Regulation No. 21 apply to you.)

(a) This regulation is not applicable to receipts of coal for vessel fuel or bunker fuel, or to receipts by the War Department, Navy Department (including Marines and Coast Guard), Veterans' Administration, Maritime Commission, Foreign Economic Administration (that part formerly Lend-Lease and Office of Economic Warfare) and War Shipping Administration.

(b) To the extent that the Post Office, Treasury Procurement or Bureau of Prisons is an industrial consumer, as defined in this regulation, and uses more than 40 per cent of the coal it acquires for space heating, domestic heating of water or domestic cooking (except in the operation of a hospital or commercial restaurant), the amount of coal which it may receive for such purposes is the same as that which a "consumer" is permitted to receive under the provisions of SFAW Regulation No. 21. The present regulation is not otherwise applicable to any of these Federal agencies.

(c) If you consume less than 10,000 tons of coal per year and receive it from a retail dealer or any person acting in the capacity of a retail dealer, as defined in § 602.501 of this regulaion, this regulation is not applicable to you. Receipts of coal by you are governed by the provisions of SFAW Regulation No. 21.

(d) If you are an industrial consumer of coal, this regulation applies to you. You are an industrial consumer if you consume 10,000 tons of bituminous coal per year regardless of whether you receive the coal from a producer, wholesaler or retail dealer, regardless of the method of transportation employed in delivering the coal to you, and regardless of the use to which the coal is put. You are also an industrial consumer even though you consume less than 10,000 tons of bituminous coal per year if you receive such coal in cargo or carload lots from a producer or wholesaler as defined in § 602.501 of this regulation, regardless of the use to which the coal is put.

(e) If you are an industrial consumer and you use more than 40 per cent of the coal you acquire for space heating, domestic heating of water or domestic cooking (except in the operation of a hospital or commercial restaurant), the amount of coal which you may receive for such purposes is the same as that which a "consumer" is permitted to receive under the provisions of SFAW Regulation No. 21, while the amount of coal you may receive for other purposes is governed by the provisions of this regulation. All other provisions of this regulation are applicable to you.

(f) If you are an industrial consumer, except those exempted in § 602.514, you must file your orders and other information as required by that section of this regulation.

(g) If you are an industrial consumer using by-product or other special purpose coal, you are prohibited from receiving more coal than is permitted by § 602.515 of this regulation.

(h) If you are an industrial consumer and use coal which you receive at a dock on the Great Lakes or ex-lake dock, you are prohibited from receiving more coal than is permitted by § 602.516 of this regulation.

(i) If you are an industrial consumer using coal (except by-product and other special purpose coal) which you receive all-rail or by river or tidewater, you are prohibited from receiving more coal than is permitted by § 602.517 of this regulation.

§ 602.513 *How "days' supply" and "monthly consumption requirements" are calculated by industrial consumers.* For the purpose of determining how much coal you are permitted to receive under this regulation, it may be necessary for you to calculate your "days' supply" of coal and also your "monthly consumption requirements." The method by which these amounts are calculated is as follows:

(a) *"Days' supply".* Days' supply means the total amount of bituminous coal which an industrial consumer reasonably expects he will have in storage upon the last day of the calendar month in which he places an order for coal, divided by the average number of tons he reasonably expects will be consumed each day (including Sundays and legal holidays) during the succeeding calendar month. In determining the amount of coal you have "in storage", you shall include all bituminous coal produced in the United States or in Canada which you reasonably expect will be in your bin, dock, pile or in railroad cars or vessels, or in other storage facilities auxiliary to each of your plants (or railroad systems). You shall also include coal which is held in storage for your account or under your control. You should not include coal in transit which is not expected to arrive at your plant or storage facility (or railroad system) by the end of the month in which the order is placed. (A railroad system, in computing days' supply, shall include coal in cars on its system for its own use.)

If you use a single storage facility to supply coal to two or more plants (or railroad systems) you shall compute the days' supply of coal for each plant (or railroad system) separately. This is done by dividing the tonnage in the storage facility by the sum of the average number of tons which you reasonably expect will be consumed at each plant (or railroad system) each day (including Sundays and legal holidays) during the calendar month in which the coal is to be received. The result of this process of division shall be deemed to be the days' supply of each plant (or railroad system).

You shall compute separately your days' supply of those sizes and qualities of bituminous coal which are not substantially interchangeable in your operations.

If you order coal for a railroad system which uses coal produced in Districts 1–4, inclusive, 6–8, inclusive, and 13, and which also uses coal produced in other districts or Canada, you may compute separately the days' supply of coal produced in the first group of districts upon the basis of the estimated monthly consumption of such coal, and the days' supply of coal produced in other districts or Canada, upon the basis of the estimated monthly consumption of such other coal.

(b) *"Monthly consumption requirements".* Monthly consumption requirements means the requirements of a plant (or railroad system) during the calendar month in which the coal is to be received. You shall compute separately monthly consumption requirements for those sizes and qualities of bituminous coal which are not substantially interchangeable in your operations.

If you order coal for a railroad system which uses coal produced in Districts 1–4, inclusive, 6–8, inclusive, and 13, and which also uses coal produced in other districts or Canada, you may compute separately the monthly consumption requirements of coal produced in Districts 1–4, inclusive, 6–8, inclusive, and 13, upon the basis of the estimated monthly consumption of such coal, and the monthly consumption requirements of coal produced in other districts or Canada upon the basis of the estimated monthly consumption of such other coal.

§ 602.514 *When orders must be filed and what they must contain*—(a) *Industrial consumers generally.* If you are an industrial consumer, you are prohibited from receiving any coal (other than "surplus coal" offered by a producer pursuant to § 602.509) produced in any district, except District 5, under any order, unless you file such order with your supplier on or before the 24th day of the calendar month preceding the month of shipment.

You are not permitted to receive any coal pursuant to any order, unless the order, or confirmation of the order, contains, or is amended to contain, the following information:

(1) Separately, by uses, the specific number of tons ordered from your supplier.

(2) Separately, by uses, your estimated days' supply (calculated as set forth in § 602.513 of this regulation) as of the last day of the calendar month during which the order is placed.

(3) Separately, by uses, your monthly consumption requirements (calculated as set forth in § 602.513 of this regulation).

(4) Separately, by uses and groups of districts, the total tonnage of coal you have ordered from all suppliers for delivery to you from each group of districts during the same calendar month. Districts 9, 10 and 11 are to be reported as Group A; Districts 1–4, inclusive, 6 and 13, are to be reported as Group B; Districts 7 and 8 are to be reported as Group C; and all other districts and Canada are to be reported as Group D.

(5) A statement on the order, or confirmation of the order, that the above information is correct.

(b) *Exceptions.* The following industrial consumers are exempted from the provisions of this section:

(1) An industrial consumer who receives coal by truck and who lacks facilities for storing more than 10 days' supply of coal (based on his estimated requirements for an average winter month).

(2) An industrial consumer who does not receive, during the calendar month, from all sources combined, more than 50 tons or one carload of bituminous coal.

(3) An industrial consumer to the extent that he receives coal from a commercial dock operator located on Lake Superior or on the west bank of Lake Michigan, north of and including, Waukegan, Illinois, or in the State of Michigan.

§ 602.515 *Restrictions on receipts by industrial consumers of by-product and other special purpose coal.* If you are an industrial consumer using by-product or other special purpose coal, you are prohibited from receiving from all sources combined, during the period May 1, 1944 to May 15, 1945, by-product or other special purpose coal produced in Districts 1–4, inclusive, 6–11, inclusive, and 13 in excess of an amount representing the difference between your inventory of such coal as of May 1, 1944, and the amount of your consumption requirements for such coal for the period May 1, 1944 to May 15, 1945, except that you are not required to maintain less than a 30 days' supply of by-product or special purpose coal.

You are not permitted to receive any by-product coal unless you have complied with the provisions of SFAW Regulation No. 16,[4] which requires you to report your by-product commitments. The amount of coal which you may receive under your commitments is subject to modification by SFAW direction.

§ 602.516 *Restrictions on receipts by industrial consumers of coal moving via the Great Lakes or ex-lake dock.* If you are an industrial consumer who receives coal via the Great Lakes, whether such coal is received by you directly at a dock on the lakes, or is received ex-lake dock, you are prohibited from receiving from all sources combined, during the period May 1, 1944 to May 15, 1945, coal produced in Districts 1–4, inclusive, and 6–11, inclusive, in excess of an amount representing the difference between your inventory of such coal as of May 1, 1944 and the amount of your consumption requirements for such coal for the period May 1, 1944 to May 15, 1945.

You are not permitted to receive any coal by vessel or barge at a dock or other unloading facility located on the Great Lakes unless you have complied with the provisions of SFAW Regulation No. 15,[5] which requires you to report your lake coal commitments. The amount of coal which you may receive under your commitments is subject to modification by SFAW direction.

If you are an industrial consumer not located in Wisconsin, Minnesota, North Dakota, South Dakota or Michigan, you are prohibited from receiving any coal from any commercial dock operator located on Lake Superior, or on the west bank of Lake Michigan, north of and including Waukegan, Illinois, or in the State of Michigan, unless you first obtain permission from SFAW.

If you receive coal from a dock operator located on Lake Superior or on the west bank of Lake Michigan, north of, and including Waukegan, Illinois, or in the State of Michigan, and if, on December 1, 1944, you have more than 100 days' supply of coal, you shall, on or before December 10, 1944, furnish to such dock operator a statement showing your days' supply as of December 1, 1944. You shall furnish such statement to the Area Distribution Manager, Room 116, United States Court House, Minneapolis, Minnesota, except that if you are located in the State of Michigan, you shall furnish a copy of such statement to the Assistant Area Distribution Manager, 2210 Penobscot Building, Detroit, Michigan.

§ 602.517 *Restrictions on receipts by industrial consumers of coal other than by-product and special purpose coal, and other than coal moving via the Great Lakes or ex-lake dock*—(a) *No restrictions on surplus coal.* Notwithstanding any other provisions of this section in-

[4] 9 F.R. 3491.
[5] 9 F.R. 1501.

dustrial consumers are permitted to receive "surplus coal" which a producer may ship in accordance with § 602.509 of this regulation. Industrial consumers should make every reasonable effort to make known to producers and wholesalers that they are ready, willing and able to accept coal in addition to the amount ordered, to the extent that such coal is available and offered in accordance with the provisions of § 602.509 of this regulation.

(b) *Restrictions on receipts by industrial consumers of coal produced in Districts 9, 10 and 11 (Group A).* If you are an industrial consumer whose days' supply of bituminous coal exceeds 120 days, calculated on the basis of your estimated consumption requirements for the month of November 1944, you are prohibited from receiving during any calendar month coal produced in Districts 9, 10 and 11 (Group A), or any such districts, in an amount greater than 100 percent of your monthly consumption requirements, without first obtaining permission from SFAW.

NOTE: Although an industrial consumer who has a stockpile containing 120 days' supply is permitted to purchase 100 percent of his monthly consumption requirements of coal produced in Districts 9, 10 and 11, the primary purpose of this provision is to encourage industrial consumers to stockpile between 40 and 90 days' supply of such coal. Any industrial consumer having a stockpile containing a 40 to 90 days' supply will not be required, when it is necessary to reduce such stockpile, to draw down at a greater rate than any other industrial consumer having a stockpile containing 40 to 90 days' supply. The failure of an industrial consumer to build a stockpile containing at least 40 days' supply, if he has facilities for storing coal in such quantity, will be considered by Solid Fuels Administration for War as adequate ground for denying any relief to such consumer when and if he requests aid in securing coal.

(c) *Restrictions on receipts by industrial consumers of coal produced in Districts 1–4, inclusive, 6 and 13 (Group B).* If you are an industrial consumer, you are prohibited from receiving during any calendar month coal produced in Districts 1–4, inclusive, 6 and 13 (Group B), or any of such districts, in an amount which exceeds your monthly consumption requirements for such calendar month. However, if you do not have (in addition to the amount which will satisfy your current monthly consumption requirements) a supply of coal equal to your estimated consumption requirements for the month of November 1944, you may obtain that additional amount which will enable you to accumulate by November 1, 1944, a supply of coal equal to your estimated consumption requirements for the month of November 1944.

(d) *Restrictions on receipts by industrial consumers of coal produced in Districts 7 and 8 (Group C).*—(1) *Restrictions imposed by Stock Limitation Table.* If you are an industrial consumer, you are prohibited from receiving during any calendar month coal produced in Districts 7 and 8 (Group C), or either of such districts, in amounts greater than those shown on the Stock Limitation Table set forth below. The Table operates as follows:

Column 1 indicates the industrial consumer's estimated days' supply, as calculated pursuant to the provisions of § 602.513.

Column 2 indicates the maximum percentage of monthly consumption requirements, calculated pursuant to § 602.513 which may be obtained by public utilities purchasing coal shipped from any mine, yard, dock or other place, by any method of transportation, and to any destination, except that this column does not apply to (i) public utilities receiving coal in Canada, and (ii) public utilities receiving coal shipped by tidewater and consigned directly to the public utility at a dock or other unloading facility in New York Harbor or New England.

Column 3 indicates the maximum percentage of monthly consumption requirements which may be obtained by (i) public utilities receiving coal in Canada, and (ii) public utilities receiving coal shipped by tidewater and consigned directly to the public utility at a dock in New York Harbor or New England.

Column 4 indicates the maximum percentage of monthly consumption requirements which may be obtained by industrial consumers (other than public utilities) who receive coal from any mine, yard, dock, or other place, by any method of transportation, and at any destination, except that this column does not apply to (i) industrial consumers receiving coal in Canada, and (ii) industrial consumers receiving coal shipped by tidewater and consigned directly to the industrial consumer at a dock in New York Harbor or New England.

Column 5 indicates the maximum percentage of monthly consumption requirements which may be obtained by (i) industrial consumers (other than public utilities) receiving coal in Canada, and (ii) industrial consumers (other than public utilities) receiving coal shipped by tidewater and consigned directly to the industrial consumer at a dock in New York Harbor or New England.

STOCK LIMITATION TABLE

Days' Supply	Maximum percentage of monthly consumption requirements			
	Public utilities		Other industrial consumers	
Column 1	Column 2	Column 3	Column 4	Column 5
	Percent	*Percent*	*Percent*	*Percent*
Less than 15 days	130	130	115	115
15 to 20 days	120	130	100	110
21 to 25 days	110	120	95	105
26 to 35 days	105	110	65	100
36 to 40 days	100	105	65	95
41 to 50 days	65	105	65	65
51 to 55 days	65	100	65	65
56 to 69 days	50	65	50	50
70 days or more	50	50	50	50

(2) *Exceptions in the restrictions imposed by the Stock Limitation Table.* Notwithstanding the restrictions set forth in the Stock Limitation Table above:

(i) A public utility to which column 2 is applicable, which has more than 40 days' supply, may order and receive, in addition to the amount of coal permitted under the Stock Limitation Table, such additional coal as is necessary to maintain such 40 days' supply.

(ii) A public utility to which column 3 is applicable, which has more than 55 days' supply, may order and receive, in addition to the amount of coal permitted under the Stock Limitation Table, such additional coal as is necessary to maintain such 55 days' supply.

(iii) An industrial consumer to whom column 4 is applicable, who has more than 20 days' supply, may order and receive, in addition to the amount of coal permitted under the Stock Limitation Table, such additional coal as is necessary to maintain such 20 days' supply.

(iv) An industrial consumer to whom column 5 is applicable, who has more than 35 days' supply, may order and receive, in addition to the amount permitted under the Stock Limitation Table, such additional coal as is necessary to maintain such 35 days' supply.

(e) *No restrictions on receipts by industrial consumers of coal produced in Districts 5, 12, 14–23, inclusive, and Canada (Group D).* If you are an industrial consumer you are not presently restricted in the amount of coal which you may receive from Districts 5, 12, 14–23, inclusive, and Canada (Group D).

NOTE: Coal produced in districts in Group D shall be included in calculating days' supply under § 602.513 of this regulation.

(f) *Restrictions on receipts by industrial consumers of coal produced in more than one group of districts.* You will note that under this section more stringent restrictions are imposed on receipts of coal produced in Group C than on receipts of coal produced in the other groups, and that more stringent restrictions are imposed on receipts of coal produced in Group B than on receipts of coal produced in Group A. If you are an industrial consumer receiving coal from any two of such groups of districts, you are prohibited from receiving more coal in the aggregate during any calendar month than you may receive under this regulation from the more liberal group from which you buy; moreover, you are prohibited from receiving during any calendar month more coal from the less liberal group from which you buy than you would be permitted to receive if you bought coal only from that group.

If you receive coal from three groups of districts, you are prohibited from receiving more coal in the aggregate during any calendar month than you may receive under this regulation from the most liberal group from which you buy coal; you may not receive from the least liberal group more coal than you would be permitted to receive if you bought only from that group; and you may not receive from the next most liberal group an amount of coal greater than the difference between the amount you are permitted to receive from that group and the amount you are permitted to receive from the least liberal group.

If you order coal for a railroad system and compute separately the days' supply of coal produced in districts included in Groups B and C, and the days' supply of coal produced in districts included in Groups A and D, as permitted under § 602.513 of this regulation, you are prohibited from receiving, in the aggregate, during any calendar month, from districts included in Groups B and C, an amount of coal greater than your average monthly purchases of coal from such districts during January, February, March and April 1944.

SUBPART C—PROVISIONS TO WHICH RETAIL DEALERS RECEIVING COAL ARE SUBJECT

Subpart C of this regulation applies to retail dealers. To the extent that you sell, deliver, or dispose of coal in a transaction involving the disposal of coal physically handled in a truck, wagon, or other less-than-carload facility without regard to quantity or frequency of delivery, you are a retail dealer.

§ 602.518 *Restrictions on receipts by retail dealers from commercial lake dock operators.* If you are a retail dealer located in Michigan, Minnesota, North Dakota, South Dakota, or Wisconsin, you are prohibited from receiving ex-lake dock during the period April 1, 1944 to March 31, 1945, from any commercial lake dock operator on Lake Superior or on the west bank of Lake Michigan, north of and including Waukegan, Illinois, or in the State of Michigan, more than 90 per cent of the total amount of coal (except "slack" or "nut and slack"), briquettes, and packaged fuel which was shipped to you by such commercial lake dock operator during the period April 1, 1943 to March 31, 1944.

If you are a retail dealer located in any other area, you are prohibited from receiving any coal from any commercial lake dock operator located on Lake Superior or on the west bank of Lake Michigan, north of and including, Waukegan, Illinois, or in the State of Michigan, unless you first obtain permission of the Solid Fuels Administration for War, Washington 25, D. C.

§ 602.519 *Receipts by retail dealers of coal produced in Dictricts 7 and 8.*—(a) *Restrictions on receipts.* If you are a retail dealer, you are prohibited from receiving from any shipper (other than a commercial lake dock operator described in § 602.518), during the period April 1, 1944 to March 31, 1945, more than 90 per cent of the total amount of coal (except slack) produced in Districts 7 and 8 which he shipped to you during the period April 1, 1943 to March 31, 1944.

NOTE: Under § 602.505 (a) (2), a shipper may obtain special permission to substitute as a base year the period April 1, 1942 to March 31, 1943.

(b) *Effect and operation of preference.* Under § 602.505 of this regulation, shippers are required to give preferential treatment to orders of retail dealers for coal in an amount equal to 90 per cent of the tonnage shipped to such dealers during the period April 1, 1943 to March 31, 1944. In filling orders entitled to a preference under § 602.505, your supplier is entitled to treat low volatile lump, egg, stove and domestic mine run coal produced in District 7 and 8 as a unit and interchangeable, and high volatile lump, egg, stove, and nut coal produced in Districts 7 and 8 as a unit and interchangeable. For this reason, in order to obtain the full benefit of the preference, you should, when ordering coal, indicate your willingness to accept interchangeable sizes of coal produced in Districts 7 and 8.

NOTE: Present production estimates indicate that retail dealers located in Consuming Area 3, as defined in § 602.505 will receive less than 90 per cent of the amount of coal which they obtained last year from District 8 and substantially less than 90 per cent of the amount of coal which they obtained last year from District 7.

SUBPART D—PROVISIONS OF GENERAL APPLICABILITY

§ 602.520 *Assistance to persons unable to obtain sufficient coal.* Any person who is informed that a supplier will be unable to fill a commitment or order for coal to which such person is entitled under the provisions of this regulation, shall:

(a) Endeavor to secure such coal from other suppliers;

(b) Request, if he so desires, assistance in obtaining such coal by filing a written request, in duplicate, with the Area Distribution Manager for the area from which the coal would have been obtained under the commitment or order. Such written request shall be accompanied by a copy of the commitment or order which is not expected to be filled, and a statement indicating the extent to which the commitment or order is not expected to be filled.

Upon receipt of such a request, the Area Distribution Manager shall transmit one copy of the request to the appropriate Bituminous Coal Producers Advisory Board, which shall immediately consult with the Area Distribution Manager and transmit to him in writing its recommendation, and shall notify him in writing of any sources of supply which may be available to furnish coal to the person filing the request. The Area Distribution Manager shall furnish such information to the person filing the request, who may then make any voluntary arrangement with such supplier for the purchase of coal.

The Advisory Board and the Area Distribution Manager may also recommend to the Solid Fuels Administration for War the issuance of appropriate directions to assure shipments of adequate coal to the person filing the request.

§ 602.521 *Preservation of orders and effect of representations.* All statements required by this regulation to be contained in written orders and confirmations of orders, as well as those to be contained in reports required to be filed shall be deemed made to SFAW. All persons shall, on behalf of SFAW, keep and preserve for a period of not less than two years all written orders and confirmations of orders served upon them pursuant to the provisions of this regulation. These orders and confirmations shall, upon request, be submitted for inspection, copy, and audit by the duly authorized representatives of SFAW.

Any person disposing of coal may rely upon any statement made by a purchaser to this regulation.

§ 602.522 *Damages for breach of contract.* No person shall be held liable for damages or penalties under any contract for any default which shall result directly or indirectly from compliance with the provisions of this regulation.

§ 602.523 *Violations.* Any person who violates any provision of this regulation or who, by any statement or omission, falsifies any records which he is required to keep, or who certifies false or misleading information to the Solid Fuel Administrator for War, or any person who obtains a delivery of bituminous coal by means of a false or misleading statement, may be prohibited from delivering or receiving any material under priority control. The SFAW may also take any other action deemed appropriate, including the making of a recommendation for prosecution under section 35 (A) of the Criminal Code (18 U.S.C. sec. 80) or under the Second War Powers Act (Public No. 507, 77th Cong., March 27, 1942).

§ 602.524 *Official interpretations.* No interpretation of this regulation is authorized or official unless it is in writing and signed by the Administrator, the Deputy Administrator or the General Counsel of SFAW. Inquiries and communications with reference to the meaning and application of this regulation may be addressed to the Solid Fuels Administration for War, Washington 25, D. C., or to the appropriate Area Distribution Manager of SFAW.

§ 602.525 *Applications for modification or exception.* Applications for modification for or exception from any provision of this regulation shall be filed in triplicate, with the Area Distribution Manager or with the Solid Fuels Administration for War, Washington 25, D. C. Applications shall set forth in detail the grounds for requesting relief and information supporting the request.

§ 602.526 *Effect of other SFAW regulations.* The provisions of this regulation shall supersede the provisions of SFAW Revised Regulation No. 10 (9 F.R. 4380) and SFAW Regulation No. 20 (9 F.R. 3487), except that this shall have no effect upon civil or criminal liabilities incurred under the provisions of those regulations.

§ 602.527 *Effective date.* The provisions of this regulation shall become effective immediately except that provisions governing required or permissible coal shipments or limitations upon coal shipments shall apply only in respect to shipments on or after 12:01 a. m., August 1, 1944.

NOTE: The reporting provisions of this regulation have been approved by the Bureau of the Budget, pursuant to the Federal Reports Act of 1942.

Issued this 17th day of July 1944.

HAROLD L. ICKES,
Solid Fuels Administrator for War.

APPENDIX A—BITUMINOUS COAL PRODUCING DISTRICTS AS DEFINED IN THE ANNEX TO THE BITUMINOUS COAL ACT OF 1937

District 1. The following counties in Pennsylvania: Bedford, Blair, Bradford, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Elk, Forest, Fulton, Huntington, Jefferson, Lycoming, McKean, Mifflin, Potter, Somerset, Tioga.

Armstrong County, including mines served by the P. & S. R. R. on the west bank of the Allegheny River, and north of the Conemaugh division of the Pennsylvania Railroad.

Fayette County, all mines on and east of the line of Indian Creek Valley branch of the Baltimore and Ohio Railroad.

Indiana County, north of but excluding the Saltsburg branch of the Pennsylvania Railroad between Edri and Blairsville, both exclusive.

Westmoreland County, including all mines served by the Pennsylvania Railroad, Torrance, and east.

All coal-producing counties in the State of Maryland.

The following counties in West Virginia: Grant, Mineral, Tucker.

District 2. The following counties in Pennsylvania: Allegheny, Beaver, Butler, Greene, Lawrence, Mercer, Venango, Washington.

Armstrong County, west of the Allegheny River and exclusive of mines served by the P. & S. R. R.

Indiana County, including all mines served on the Saltsburg branch of the Pennsylvania Railroad north of Conemaugh River.

Fayette County, except all mines on and east of the line of Indian Creek Valley branch of the Baltimore and Ohio Railroad.

Westmoreland County, including all mines except those served by the Pennsylvania Railroad from Torrance, east.

District 3. The following counties in West Virginia: Barbour, Braxton, Calhoun, Doddridge, Gilmer, Harrison, Jackson, Lewis, Marion, Monongalia, Pleasants, Preston, Randolph, Ritchie, Roane, Taylor, Tyler, Upshur, Webster, Wetzel, Wirt, Wood.

That part of Nicholas County including mines served by the Baltimore and Ohio Railroad and north.

District 4. All coal-producing counties in Ohio.

District 5. All coal-producing counties in Michigan.

District 6. The following counties in West Virginia: Brooke, Hancock, Marshall and Ohio.

District 7. The following counties in West Virginia: Greenbrier, Mercer, Monroe, Pocahontas, Summers.

Fayette County, east of Gauley River and including the Gauley River branch of the Chesapeake and Ohio Railroad and mines served by the Virginian Railway.

McDowell County, that portion served by the Dry Fork branch of the Norfolk and Western Railroad and east thereof. Raleigh County, excluding all mines on the Coal River branch of the Chesapeake and Ohio Railroad.

Wyoming County, that portion served by the Gilbert branch of the Virginian Railway lying east of the mouth of Skin Fork of Guyandot River and that portion served by the main line and the Glen Rogers branch of the Virginian Railway.

The following counties in Virginia: Montgomery, Pulaski, Wythe, Giles, Craig.

Tazewell County, that portion served by the Dry Fork branch to Cedar Bluff and from Bluestone Junction to Boissevain branch of the Norfolk and Western Railroad and Richlands-Jewell Ridge branch of the Norfolk and Western Railroad.

Buchanan County, that portion served by the Richlands-Jewell Ridge branch of the Norfolk and Western Railroad and that portion of said county on the headwaters of Dismal Creek, east of Lynn Camp Creek (a tributary of Dismal Creek).

District 8. The following counties in West Virginia: Boone, Clay, Kanawha, Lincoln, Logan, Mason, Mingo, Putnam, Wayne, Cabell.

Fayette County, west of, but not including mines of the Gauley River branch of the Chesapeake and Ohio Railroad.

McDowell County, that portion not served by and lying west of the Dry Fork branch of the Norfolk and Western Railroad.

Raleigh County, all mines on the Coal River branch of the Chesapeake and Ohio Railroad and north thereof.

Nicholas County, that part south of and not served by the Baltimore and Ohio Railroad.

Wyoming County, that portion served by Gilbert branch of the Virginian Railway lying west of the mouth of Skin Fork of Guyandot River.

The following counties in Virginia: Dickinson, Lee, Russell, Scott, Wise.

All of Buchanan County, except that portion on the headquarters of Dismal Creek, east of Lynn Camp Creek (tributary of Dismal Creek) and that portion served by the Richlands-Jewell Ridge branch of the Norfolk and Western Railroad. Tazewell County, except portions served by the Dry Fork branch of Norfolk and Western Railroad and branch of Norfolk and Western Railroad and Richlands-Jewell Ridge branch of the Norfolk and Western Railroad.

The following counties in Kentucky: Bell, Boyd, Breathitt, Carter, Clay, Elliott, Floyd, Greenup, Harlan, Jackson, Johnson, Knott, Knox, Laurel, Lawrence, Lee, Leslie, Letcher, McCreary, Magoffin, Martin, Morgan, Owsley, Perry, Pike, Rockcastle, Wayne, Whitley.

The following counties in Tennessee: Anderson, Campbell, Claiborne, Gumberland, Fentress, Morgan, Overton, Roane, Scott.

The following counties in North Carolina: Lee, Chatham, Moore.

District 9. The following counties in Kentucky: Butler, Christian, Crittenden, Daviess, Hancock, Henderson, Hopkins, Logan, McLean, Muhlenberg, Ohio, Simpson, Todd, Union, Warren, Webster.

District 10. All coal-producing counties in Illinois.

District 11. All coal-producing counties in Indiana.

District 12. All coal-producing counties in Iowa.

District 13. All coal-producing counties in Alabama.

The following counties in Georgia; Dade, Walker.

The following counties in Tennessee: Marion, Grundy Hamilton, Bledsoe, Sequatchie, White, Van Buren, Warren, McMinn, Rhea.

District 14. The following counties in Arkansas: All counties in the State.

The following counties in Oklahoma: Haskell, Le Flore, Sequoyah.

District 15. All coal-producing counties in Kansas.

All coal-producing counties in Texas.

All coal-producing counties in Missouri.

The following counties in Oklahoma: Coal, Craig, Latimer, Muskogee, Okmulgee, Pittsburg, Rogers, Tulsa, Wagoner.

District 16. The following counties in Colorado: Adams, Arapahoe, Boulder, Douglas, Elbert, El Paso, Jackson, Jefferson, Larimer, Weld.

District 17. The following counties in Colorado: All counties not included in District 16.

The following counties in New Mexico: All coal-producing counties in the State of New Mexico, except those included in District 18.

District 18. The following counties in New Mexico: Grant, Lincoln, McKinley, Rio Arriba, Sandoval, San Juan, San Miguel, Santa Fe, Socorro.

The following counties in Arizona: Pinal, Navajo, Graham, Apache, Coconino.

All coal-producing counties in California.

District 19. All coal-producing counties in Wyoming.

The following counties in Idaho: Fremont, Jefferson, Madison, Teton, Bonneville, Bingham, Bannock, Power, Caribou, Oneida, Franklin, Bear Lake.

District 20. All coal-producing counties in Utah.

District 21. All coal-producing counties in North Dakota.

All coal-producing counties in South Dakota.

District 22. All coal-producing in Montana.

District 23. All coal-producing counties in Washington.

All coal-producing counties in Oregon.

The Territory of Alaska.

APPENDIX B

Where Form SFA No. 79 shall be filed

District No:	
1	J. N. Geyer, Post Office Building, 11th Avenue and 12th Street, Altoona, Pa.
2	Harry A. Sutter, 1512–23 Henry W. Oliver Building, Pittsburgh 22, Pa.
3	Frank C. Shriver, Monroe and Meredith Street, Fairmont, W. Va.
4 and 6	Howard A. Smith, 501 Bulkley Building, Cleveland, Ohio.
7	Solid Fuels Administration for War, Department of the Interior, Washington 25, D. C.
8	Wayne P. Ellis, 600 Transportation Building, Cincinnati 2, Ohio.
9	Harry Rightmire, 125 South Main Street, Dulin Building, Madisonville, Ky.
10	J. C. Fitzpatrick, 1161 Merchandise Mart, 222 West North Bank Drive, Chicago 54, Ill
11	William G. Stockton, Chamber of Commerce Building, 320 North Meridian Street, Indianapolis 4, Ind.
12	J. C. Fitzpatrick, 1161 Merchandise Mart, 222 West North Bank Drive, Chicago 54, Ill.
13	Howard J. Thomas, 803 Comer Building, 2026 Second Avenue, North, Birmingham, Ala.
14 and 15	F. I. Halstead, New York Life Building, 16–24 West Ninth Street, Kansas City 6, Mo.
16, 17 and 18	R. B. Griffith, 718–721 Boston Building, Denver 2, Colo.
19, 20 and 22	J. E. Parker, Room 457, Union Pacific Bldg. Annex, 19 West South Temple Street, Salt Lake City, Utah.
23	E. C. Ferguson, 6630 Henry Building, Seattle, Wash.

[F. R. Doc. 44–10627; Filed, July 18, 1944; 10:22 a. m.]

TITLE 32—NATIONAL DEFENSE

Chapter VIII—Foreign Economic Administration

Subchapter B—Export Control

[Amdt. 196]

PART 802—GENERAL LICENSES

PART 805—SELECTED DESTINATIONS

GENERAL LICENSE FOR MAIL SHIPMENTS TO CERTAIN DESTINATIONS

Part 802 *General Licenses* is hereby amended by adding thereto § 802.30 as follows:

§ 802.30 *General License "G-Post"*—(a) *Definitions.* When used in this section:

(1) "Net value" shall mean the actual selling price less shipping charges or the domestic market price at the time and place of shipment whichever is larger, as defined in § 802.10 of this part.

(b) A general license designated "G-Post" is hereby granted, subject to the provisions of paragraphs (c) and (d) of this section, authorizing the exportation to the following destinations of all articles and materials, except those listed in paragraph (d) of this section, when contained in individual mail shipments weighing no more than eleven (11) pounds gross and having a net value of $25.00 or less: *Provided,* That not more than one parcel or package per week may be mailed by or on behalf of the same person or concern to or for the same addressee (the naming of addressees other than known ultimate addressees for the purpose of evading the limitations of this general license is prohibited).

GROUP I

Aden.
Anglo-Egyptian Sudan.
Arabia (Saudi).
British Somaliland.
Cyprus.
Egypt.
Eritrea.
Ethiopia.
French Somaliland (Fr. Somali Coast).
Iran.
Iraq.
Italian Somaliland.
Kamaran Island (Aden).
Khorya-Morya Island.
Lebanon.
Libya.
Palestine.
Perim Island (Aden).
Saudi Arabia.
Sokotra Island (Aden).
Sudan, Anglo-Egyptian.
Syria.
Trans-Jordan.
Yemen.

GROUP II

French North Africa.
French West Africa.

GROUP III

Eire.
Turkey.

(c) Mail exportations to destinations in Group II are limited to shipments of goods sent as gifts or for sample purposes. For the purpose of this general license shipments of gifts or samples shall include only those shipments made without the expectation or requirement that compensation for the goods be paid by the addressee or any other person.

(d) Individual mail shipments of the commodities listed below to any destination in Group I and II shall not exceed the net value limit specified opposite each such commodity in such list. With the exception of tea, which may be exported to Eire in quantities not in excess of one-half pound per month from one addressor to one addressee, none of the commodities listed below may be exported under this general license to any destination in Group III:

Commodity[1] *and Schedule B No.*	*Value Limits*[2]
*Acetanilide, 8135.98	$1.00
*Acetarsone (Stovarsol), 8135.98	1.00
Acetic acid, 8300.00	1.00
Acetic aldehyde, 8329.91	1.00
Acetic anhydride, 8301.00	1.00
Acetone, 8316.00	1.00
Acetophenetidin, 8135.98	1.00
*Acetylsalicylic acid (aspirin), 8127.92, 8135.30	1.00
Acetyltannic acid (Tannigen), 8135.98	1.00
*Agar, 8135.98	1.00
Aircraft parts, equipment, and accessories other than those listed in the President's Proclamation of April 9, 1942, All	None
Air raid sirens and alarms, 7089.00	None
Alcohol (methyl), 8310.00	1.00
Alkyd resins, in powder, flake, or liquid form, 8253.00	1.00
Aluminum, metal (except finished articles), salts, and compounds, 6290.00 thru 6305.00, 6308.50, 8185.98, 8336.00, 8339.05, 8339.98	1.00
Animal oils and fats, edible, 0050.00 thru 0059.00	1.00
Animal oils and greases, inedible, 0803.00 thru 0858.05	1.00
*Anthraquinone, 8398.98	1.00
Antimony, metal, salts, and compounds, 6515.05, 6645.01, 6649.01, 6670.00, 8396.01 thru 8396.08	1.00
Aperitol, 8135.98	1.00
*Arsenic, salts, and compounds, 8202.00, 8203.00, 8309.90, 8309.98, 8398.85, 8398.98	1.00
Asbestos fiber ¾" or more in length, 5451.05	1.00
*Atropine, 8135.01 thru 8135.10	1.00
Babbitt metal, 6620.00	1.00
*Barbituric acid and derivatives, All	1.00
Bearings, i. n. s., All	25.00
Beef suet, inedible, 0858.98	1.00
Belting, woven, for machinery (include duck woven 12" and narrower), 3140.00	1.00
Benzocaine (Anaesthesin), 8135.25	1.00
Beryllium, metal, salts, and compounds, 8396.20, 6645.05, 6649.05	1.00
Bicycles, adult, 7850.00	None
Bismuth, metal, salts, and compounds, 6649.10, 8135.98, 8396.80 thru 8396.38	1.00
Bleaching powder, 8340.00	1.00
Boiler gauge glass tubes, 7139.05	1.00
Bristles, pig, 0999.96	1.00
Bromural, 8344.98	1.00
Butadiene, including polymers and copolymers of, 8258.19, 8329.83	1.00
Cacodylic acid and salts, 8135.98	1.00
Cadmium, metal, salts, and compounds, 6645.15, 6649.15, 8396.51 thru 8396.58, 8429.01, 8429.02	1.00

[1] Where an asterisk precedes a commodity it shall be construed to include all forms, conversions and derivatives of such commodity. The abbreviation "i. n. s." refers to all commodities of this classification not otherwise specifically listed.

[2] Where the word "none" appears in the column headed "Value Limits" the commodity appearing opposite such designation may not be exported in any amount.

Commodity and Schedule B No.—Continued.	*Value Limits*
*Caffein, 8135.11, 8135.12	$1.00
*Calcium gluconate, 8135.98	1.00
Cameras and parts therefor, i. n. s., All	25.00
Camphor, natural, 8329.95	1.00
*Carbansone, 8127.98, 8135.98, 8180.98	1.00
*Carbromal, 8127.98, 8135.98, 8180.98	1.00
*Cascara bark and derivatives, 2201.00, 8124.98, 8127.98	1.00
*Cashew nut shell oil, 1449.98	1.00
Castor beans and oil, 2220.01, 2249.01	1.00
Cerium, metal, salts, and compounds, 6645.18, 6649.18, 8398.98	1.00
*Chaulmoogra oil, 2249.98	1.00
Chemicals, all, i. n. s., All	25.00
Chiniofon (Yatren), 8135.98	1.00
Chloropicrin, 8069.05, 8205.95	1.00
Chloroprene, including polymers and copolymers of, 8329.88	1.00
Chromium, metal, 6645.20, 6649.20	1.00
Cinchona bark, 2209.04	1.00
*Cinchonidine, All	1.00
*Cinchonine, All	1.00
Citric acid, 8303.07	1.00
Cobalt, metal, 6645.25, 6649.25	1.00
Cocoa, 1501.00 thru 1503.00	1.00
Coconut oil, 1420.00, 2230.00	1.00
Coffee, 1511.00, 1512.00	1.00
Coffee extracts and substitutes, 1513.00	1.00
*Colchicum and derivatives, 2209.29, 8124.98, 8127.98, 8135.98	1.00
Columbium, metal, salts, and compounds, 6645.30, 6649.30, 8398.98	1.00
Confectionery, 1634.00 thru 1637.00	1.00
Copper, copper base alloy, manufactures and copper sulphate, 6401.00 thru 6479.98, 8201.00	1.00
Corundum, 5405.00, 5409.98, 5419.00, 5409.20, 5411.98	1.00
Cotton duck cloth, 3023.00, 3025.00, 3026.00, 3062.00	1.00
Cotton pulp (Includes cotton seed-hull, shavings pulp, cotton pulpboard, bleached and purified linters), 3006.00	1.00
Cotton yarn, mercerized, 3012.00	1.00
Cotton yarn, unmercerized, 3013.10, 3013.20	1.00
Cresylic acid and cresols, 8024.09	1.00
Cryolite, natural and artificial, 5960.10, 5960.15	1.00
Dairy products (excepting fresh and sterilized milk, infants' foods, malted milk), 0061.00 thru 0067.00	1.00
Dental instruments (burrs, handpieces, and contra-angles only) 9150.00	1.00
Dibutyl phthalate, 8025.93	1.00
*Diamonds, industrial, 5409.10, 5990.95	None
*Digitalis, seeds, 2209.09	None
Dimethylaniline, 8025.50	1.00
Diphenylamine, 8025.70	1.00
Douglas fir, All	25.00
Egg products, i. n. s., dried, 0093.05	1.00
Egg products, frozen, 0093.07	1.00
Eggs, in the shell, 0092.00	1.00
Electric indicating, measuring, and recording instruments, 7036.05 thru 7038.98, 7099.93	1.00
Electric fuel pumps, i. n. s., All	25.00
*Emetine, All	1.00
Ephedrine and salts, 8135.98	1.00
Equipment and parts which can be used or adapted to use for the production of aviation motor fuel or tetraethyl lead, 7750.01, 7750.03	None
Equipment for the production of aviation lubricating oil, 7750.01, 7750.03	None
Ethodin (Rivanol), 8135.98	1.00
Feathers and down, including pillows, 0923.00, 0929.00	1.00
Ferrochrome, 6220.50	1.00
Ferromanganese, 6213.03	1.00
Ferrotungsten, 6220.96	1.00

Virginia: Boone, Clay, Kanawha, Lincoln, Logan, Mason, Mingo, Putnam, Wayne, Cabell, Fayette County, west of, but not including mines of the Gauley River branch of the Chesapeake and Ohio Railroad.

Temple Street, Salt Lake City, Utah.

28 ---------- E. C. Ferguson, 6630 Henry Building, Seattle, Wash.

[F. R. Doc. 44-10627; Filed, July 18, 1944; 10:22 a. m.]

Turkey.

(c) Mail exportations to destinations in Group II are limited to shipments of goods sent as gifts or for sample purposes. For the purpose of this general license shipments of gifts or samples shall include only those shipments made without the expectation or requirement

[1] Where an asterisk precedes a commodity it shall be construed to include all forms, conversions and derivatives of such commodity. The abbreviation "i. n. s." refers to all commodities of this classification not otherwise specifically listed.

[2] Where the word "none" appears in the column headed "Value Limits" the commodity appearing opposite such designation may not be exported in any amount.

Equipment for the production of aviation lubricating oil, 7750.01, 7750.03 ---------- None
Ethodin (Rivanol), 8135.98 ---------- 1.00
Feathers and down, including pillows, 0923.00, 0929.00 ---------- 1.00
Ferrochrome, 6220.50 ---------- 1.00
Ferromanganese, 6213.03 ---------- 1.00
Ferrotungsten, 6220.96 ---------- 1.00

Commodity and Schedule B No.—Continued.	*Value Limits*
Fire control instruments, military searchlights, aerial cameras, and other types of military equipment containing optical elements, all ----	None
Firearms, all ----------	None
Fish and fish products, 0070.00 thru 0090.08 ----------	$1.00
Flax manufacturers, except wearing apparel and household goods, 3399.03, 3399.05, 3399.06, 3399.09, 3399.98 ----------	1.00
Fluorspar acid grade, 5960.20 ----------	1.00
Fluorspar, other, 5960.20 ----------	1.00
Fruit juices, 1772.00 thru 1779.00 ----	1.00
Fruits and preparations, 1302.00 thru 1305.00, 1310.00 thru 1312.00, 1321.00 thru 1328.00, 1330.05 thru 1347.00 --	1.00
Gas masks, 9190.92, 9190.98 ----------	None
Gauges, precision, 6178.90, 7750.07, 9190.01 ----------	None
Glycerin, 8314.00 ----------	1.00
Graphite, 97.93%, Ceylon lump amorphous, 5472.01 ----------	1.00
Graphite and graphite manufactures except 97.98% Ceylon lump amorphous (except graphite electrodes) 5472.01, 5472.03, 5480.55 ----------	1.00
*Gum benzoin, 2489.93 ----------	1.00
Hempseed, 2220.20 ----------	None
Hemp, 3399.98, 3419.05, 3399.20 ------	1.00
Hexamethylenetetramine and compounds, 8329.96, 8329.98 ----------	1.00
Hops, concentrated hops, and hop extract, 1259.98, 2591.00, 2999.91 ---	1.00
*Hormones, 8123.00, 8135.98 ----------	1.00
Hyoscine (Scopolamine), 8127.96, 8180.19 ----------	1.00
Hypodermic needles, and surgeons' needles, 9157.00 ----------	1.00
Industrial indicating, recording, or controlling instruments and apparatus, 7740.08 ----------	1.00
Ichthyol, 8135.98 ----------	1.00
Insulin, 8123.00 ----------	1.00
*Ipecac, 2209.98 ----------	1.00
Iron or steel body valves and parts for steam, water, oil and gas, 7745.98 --	1.00
Jewel bearings, 5990.98 ----------	1.00
Jute, yarn, cordage, twine, and empty bags, 3205.09, 3211.00, 3224.00, 3229.05 ----------	1.00
Kapok fiber, except used or waste, 3205.11 ----------	1.00
Kyanite, 5960.98 ----------	1.00
*Lactose (milk sugar), 8135.93 ------	1.00
*Lanolin, 0858.05 ----------	1.00
Lead, metal and finished articles, 6507.00 thru 6515.98, 6645.35 ------	1.00
Leather, calf upper, 0304.10, 0304.20, 0305.10, 0305.20 ----------	1.00
Leather, sole and belting, except offal, 0324.00, 0330.00 ----------	1.00
Leather, sole; other than backs, bends and sides, 0332.05, 0332.98 --	1.00
Lenses for precision instruments, 9147.00, 9149.98 ----------	1.00
Magnesium, metal, 6638.00, 6691.05 --	1.00
Manila hemp, fiber and cordage, 3205.15, 3414.00 ----------	1.00
*Mapharsen, 8124.98, 8135.98 ----------	1.00
Meat products, 0020.00, 0021.00, 0027.00 thru C036.18 0037.00, 00038.00, C039.09 ----------	1.00
Measuring and scientific instruments (including precision gauges) i. n. s. ALL ----------	None
Mercury metal, salts, and compounds, 6635.00, 8397.41 thru 8397.48 ------	1.00
*Mesothorium, 6649.65, 8398.91, 8438.20 ----------	1.00
Metal drums, containers, gas cylinders, 6205.01, 6205.03, 6205.11, 6205.13 ----------	None
Metals, all metals and manufactures, except clothing fasteners affixed to garments, i. n. s., ALL ----------	25.00
Meters and parts, gas and water, 7741.00, 7742.00 ----------	1.00
Methyl alcohol, 8310.00 ----------	$1.00
*Methylmethacrylate, 8258.03, 8261.03	
Methylamine, 8329.92 ----------	1.00
Methylene blue, 8059.00 ----------	1.00
Methylene chloride, 8069.98 ----------	1.00
Mica, unmanufactured, 5510.00 ------	1.00
Mica manufactures, other (except book pack splittings and good stained and better block or film), 5513.00 ----------	1.00
Molybdenum content of ferromolybdenum, 6220.85 ----------	1.00
Molybdenum, metal, salts and compounds, 6636.00, 6649.45, 6691.07, 6691.08, 8397.58 ----------	1.00
Naphthalene, 8020.05 ----------	1.00
Narcotics and narcotic preparations, all ----------	None
Neat's foot oil, 0803.00 ----------	1.00
*Neoarsphenamine, 8124.98, 8135.98 ---	1.00
Nichel-chrome, electric resistance wire, 6630.00 ----------	1.00
Nickel, metals, salts, and compounds, 6545.01 thru 6549.98, 8397.61 thru 8397.68 ----------	1.00
Nikethamide, 8124.03, 8135.98 ------	1.00
Novaigin, 8135.98 ----------	1.00
*Nux vomica, 2209.15 ----------	1.00
*Nylon, 3840.05, 8258.05 ----------	1.00
Oiticica oil, 2249.06 ----------	1.00
Oilseeds, i. n. s., all ----------	25.00
Optical elements for fire-control instruments, aircraft instruments, etc., 5230.09, 9147.00 ----------	None
Optical glass, except ophthalmic, 5230.06 ----------	1.00
Palm kernels, nuts, and oil, 1449.03, 2220.20, 2249.25 ----------	1.00
Pamaquine naphthoate (plasmochin) 8127.98, 8135.98 ----------	1.00
Paraffin wax, refined and unrefined, 5045.00, 5046.00 ----------	None
Paris green, 8205.91, 8397.02 ----------	1.00
Peanuts and peanut butter, 1259.98, 1375.00 ----------	1.00
*Penicillin, 8124.98, 8135.98 ----------	None
Peppermint, essential oil of, 2268.00 --	1.00
Perilla seed and oil, 2220.20, 2249.04 --	1.00
Petroleum products:	
Natural gasoline, 5012.00 ----------	None
Aviation motor fuels, 5016.05, 5016.98 ----------	None
Other motor fuels and gasoline, 5017.07, 5017.98 ----------	None
Kerosene, 5027.00 ----------	None
Blending agents, 5013.10 ----------	None
All pharmaceutical natural products, all ----------	25.00
Phenobarbital, 8135.98 ----------	1.00
Phenol (carbolic acid), 8023.00 ------	1.00
Phenol-formaldehyde resins, in unfinished forms, 8255.01, 8260.01, 8261.01 ----------	1.00
*Phenolphthalein, 8135.98 ----------	1.00
*Photographic unexposed film, plates, and paper (including blueprint paper) except unexposed 35 mm motion picture film, 9117.10 thru 9117.60, 9125.00 thru 9140.00 ------	None
Photographic unexposed motion picture film (35 mm) positive and negative, 9117.10, 9117.20 ----------	1.00
*Phthalic anhydride and phthalates, 8025.90, 8025.93 ----------	1.00
Platinum group metals, salts, and compounds, 6920.00, 6922.05, 6922.09, 6929.05, 6929.98, 8398.70 thru 8398.78 ----------	1.00
Platinum jewelry, 9620.00 ----------	None
*Polyvinyl chloride, 8258.19 ----------	1.00
Portable electric tools, 7056.05, 7056.98 ----------	1.00
Potassium chlorate and perchlorate, 8359.09, 8359.21 ----------	1.00
Potassium permanganate, 8359.23 ----	1.00
*Procaine (include novocaine, etc.), 8135.25 ----------	1.00
Prominal, 8135.98 ----------	1.00
Propylene dichloride 8329.98 ----------	$1.00
Psyllium seeds, 2209.98 ----------	1.00
Pyrethrum, 2209.19, 8205.30, 8205.02 --	None
*Quartz crystals, 5960.01 thru 5960.08	1.00
Quinacrine hydrochloride (atabrine), 8127.98, 8135.98 ----------	1.00
*Quinidine, all ----------	1.00
*Quinine, all ----------	1.00
Radio mica condensers and capacitors, 7079.01 ----------	1.00
Radio transmitting sets, tubes, and parts, 7948.07, 7948.08, 7076.05, 7076.98 ----------	1.00
Radio tubes or valves for receiving sets, 7078.05, 7078.98 ----------	1.00
*Radium, 8135.15, 8897.75 ----------	1.00
Rapeseed oil, 1449.04, 2220.20, 2249.06	1.00
Rare earths (Kieselguhr, Thorium, Monasite, Cerium), all ----------	25.00
Raw furskins, 0711.00 thru 0729.98 --	25.00
Rayon yarn, 3830.07, 3840.07, 3840.08, 3840.11 ----------	1.00
Rennet, 0099.00 ----------	1.00
Rice:	
Paddy or rough rice, 1055.00 ------	1.00
Milled rice, including brown rice, broken rice and rice screenings, 1057.00 ----------	1.00
Rice flour, meal and polish, 1058.00 -	1.00
Rubber and rubber products (except rubber scrap), 2001.00 thru 2099.90 (except 2012.05 and 2012.98) ------	1.00
Rubber scrap, all, 2012.05, 2012.98 ---	None
Rubberlike compounds, synthetic, unfabricated, include polymers and copolymers of butadiene, acrylonitrile, butylene, styrene, and vinylidene chloride, 8258.19 ----------	1.00
Sago, 1259.98 ----------	1.00
*Salicylic acid, 8303.98 ----------	1.00
*Santonin, 8135.98 ----------	1.00
Seeds (except oilseeds), 2401.00 thru 2419.00, 2468.50, 2468.90 ----------	1.00
Serums and antitoxins, 8121.00 ------	1.00
Shearlings, 0307.00, 0336.00 ----------	1.00
Shellac, 2186.00, 2189.05 ----------	1.00
*Silk, 3702.00 thru 3799.00 ----------	1.00
Silver salts and compounds, 8124.98, 8135.98, 8142.00, 8180.98, 8398.58 --	1.00
Sisal and henequen cordage, 3419.09 --	1.00
Sitka Spruce, All ----------	25.00
Soap, 8710.00 thru 8729.00 ----------	1.00
Sodium cacodylate, 8135.98 ----------	1.00
Sperm oil, 0809.05 ----------	1.00
Spices (include pepper, nutmeg, cloves, cassia, etc.), 1549.01 thru 1549.98 ----------	1.00
Strontium, metal, 6649.98 ----------	1.00
Styrene, 8025.96 ----------	1.00
*Strychnine, 8135.17 ----------	1.00
Sugar, 1619.05 ----------	1.00
*Sulfarsphenamine, 8124.98, 8135.98 --	1.00
*Sulfonamides (include all sulfa drugs), 8135.98 ----------	-----
Tacks and nails (made from tackplate or wire) to be used in the manufacture of shoes, 6094.00, 6095.00 --	1.00
Tantalum, metal, salts, and compounds, 6645.60, 6649.60, 8398.80 --	1.00
Tapioca, 1259.98 ----------	1.00
Tea, 1521.05 ----------	1.00
Teakwood, All ----------	25.00
Tetraethyl lead, ethyl, fluid, and any mixture containing more than 3 cc tetraethyl lead per gallon, 8299.15, 8299.19 ----------	1.00
*Theobromine, 8135.18 ----------	1.00
*Theophylline, 8135.19 ----------	1.00
Thyroid, 8123.00 ----------	1.00
Tin, metal, salts, and compounds, 6565.01 thru 6565.98, 8381.01 thru 8381.98 ----------	1.00
Tinplate and tutneplate, unfabricated, 6041.00, 6042.00 ----------	1.00
Tinplate, circles, strips, cobbles and scroolsheer butts, 6013.00 ----------	1.00
Tinplate, waste-waste, 6014.00 ------	1.00
Titanium, metal, 6649.70, 6645.70 ---	1.00

Commodity and Schedule B No.—Continued.	*Value Limits*
Tobacco, unmanufactured leaf (bright flu cured), 2601.00 ------	$1.00
Toluol, 8011.00 ----------	1.00
*Totaquine, 8157.05 ----------	1.00
*Tools incorporating industrial diamonds, 6155.15, 6156.05, 6178.91, 7455.03, 7485.12, 6409.05 ----------	None
Tricresylphosphate, 8025.91 ----------	1.00
*Tryparsamide, 8135.98 ----------	1.00
Tung oil, 2249.10 ----------	1.00
Tungsten, metal, salts, and compounds, 6639.00, 6691.98, 8398.20 thru 8398.28, 6645.80 ----------	1.00
Type metal, 6670.00 ----------	1.00
*Uranium, 6645.85, 8398.30 ----------	1.00
Vaccines for human use, 8122.00 ------	1.00
Vanadium, metals, salts, and compounds, 8398.35 thru 8398.38, 6220.87, 6637.00, 6649.90, 6691.98 ----------	1.00
Vanilla beans, 1549.15 ----------	1.00
Vegetable oils, 2230.00 thru 2249.98 --	1.00
Vegetable oils and fats, edible, 1420.00 thru 1441.00, 1447.00 thru 1449.98 --	1.00
Vegetables and preparations, 1201.10 thru 1202.50, 1208.00, 1211.00, 1241.00 thru 1251.00, 1252.95, 1253.00 thru 1259.03 ----------	1.00
Vegetable tallow and wax, 2999.05 ----	1.00
*Vitamins and vitasterols (all), 8119.98 ----------	1.00
Well and refining machinery, i. n. s. ALL ----------	25.00
Wood pulp, 4601.00 thru 4619.00 ------	1.00
Wool rags, 3622.00 ----------	1.00
Wool noils and waste, 3626.00 ---------	1.00
Wool tops, 3628.00 ----------	1.00
Wool yarns, 3633.00 ----------	1.00
Wool fabrics, 3642.00, 3642.01, 3649.00	1.00
Wool felts, 3663.00, 3664.00 ----------	1.00
Wool blankets, 3666.00, 3666.01 ------	1.00
*Yeast, 1259.98 ----------	1.00
Zinc, metal (except finished articles), salts and compounds, 6570.00 thru 6589.93, 8398.45 thru 8398.48, 8299.90, 8429.19, 8411.00 ----------	1.00
Zirconium, metal, 6645.95, 6691.98, 6220.88 ----------	1.00

Part 805 *Selected Destinations Clearance Procedure* is hereby amended by deleting therefrom § 805.3 *General license provisions.*

(Sec. 6, 54 Stat. 714; Pub. Law 75, 77th Cong.; Pub. Law 238, 77th Cong.; E.O. 9361; 8 F.R. 9861; Order No. 1, 8 F.R. 9938; E.O. 9380, 8 F.R. 13081; Delegation of Authority No. 20, 8 F.R. 16235; Delegation of Authority No. 21, 8 F.R. 16320)

Dated: July 15, 1944.

S. H. LEBENSBURGER,
Director,
Requirements and Supply Branch,
Bureau of Supplies.

[F. R. Doc. 44-10681; Filed, July 18, 1944; 11:29 a. m.]

Chapter IX—War Production Board

Subchapter B—Executive Vice-Chairman

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 3305—PAPERBOARD

[Conservation Order M-378 as Amended July 18, 1944]

PAPERBOARD

The fulfillment of requirements for the defense of the United States has created shortages in the supply of paperboard and of materials entering into the production of paperboard for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense.

§ 3305.1 *Conservation Order M-378*—(a) *What this order does.* This order deals with the production and use of paperboard. It requires producers of paperboard to set aside a reserve production, subject to direction by the War Production Board and provides for credits against that reserve production. It limits the inventories of users of paperboard and requires persons who use paperboard to file applications with the War Production Board stating their consumption and requirements, and prohibits them from accepting delivery of paperboard after August 7, 1944, unless they file their applications before that date. These applications will be used as a basis for allocating paperboard under a procedure which will follow, with some variations, that established by Order M-290 for containerboard. The new system, which will be described in a revision of this order, will replace existing procedures for the distribution of paperboard.

(b) *Definition.* For the purpose of this order "paperboard" means the types and grades of paperboard classified under caption numbers 221,000 through 269,000, except 224,001 through 224,005 (solid sulphite and sulphate pulp boards), 224,008 (milk bottle plug cap board), 241,000 through 249,000 (nonbending cardboards), 253,000 (pressboard), 261,100 (homogeneous wallboard), 261,200 (hard pressed wallboard), and 262,000 (insulating building board), in Form WPB-514, as currently revised, in sheet or roll form and whether or not lined, pasted or specially treated. It does not include containerboard as defined in Order M-290.

NOTE: Paragraphs (c), (d) and (e), formerly paragraphs (d), (e) and (f), redesignated July 18, 1944.

(c) *Reserve production.* Each manufacturer of paper or paperboard shall reserve for the month of June, 1944, and for each succeeding month thereafter, time and supplies sufficient to produce within each month the amount of paperboard designated by the War Production Board as his reserve production. The amount so designated for June, 1944, and and for each month thereafter, until the War Production Board determines otherwise, is forty percent of the average monthly finished production of paperboard which each manufacturer reported to the War Production Board on Form WPB-514 for the most recent three calendar quarters.

(d) *Direction of reserve production.* On or before the 15th day of any month, the War Production Board may direct any manufacturer to employ his reserve, subject to the provisions of paragraph (f), to produce any grades of paperboard which the manufacturer is able to produce and in any quantity not exceeding the tonnage of his reserve production. The War Production Board may require a manufacturer to sell and deliver his reserve production to any person. Any order taken by a manufacturer at the direction of the War Production Board shall reduce his reserve production by the amount of finished production represented by that order. A manufacturer may refuse to produce and deliver his reserve production in accordance with the directions of the War Production Board only for the reasons specified for the refusal of rated orders in § 944.2 of Priorities Regulation No. 1. If a manufacturer is not directed by the War Production Board as to the disposition of part or all of his reserve production on or before the 15th day of the month in which such production is reserved, he may employ the production for which no directions have been received in any way he wishes that is consistent with the provisions of this and other orders of the War Production Board.

(e) *Production for federal agencies*—(1) *Reporting orders and changes in orders.* Any manufacturer who has accepted an order for paperboard, directly or through another person, to be produced for the account of any of the agencies or uses listed in paragraph (f) (3) shall immediately report such acceptance in triplicate on Form WPB-3270, including the other information called for therein. Thereafter any change in a reported order which involves cancellation or an alteration in the quantity or month of manufacture shall be reported immediately by the manufacturer to the War Production Board on Form WPB-3270.

(2) *Credit against reserve production.* If a manufacturer accepts an order from one of the sixteen agencies or uses listed in paragraph (f) (3) and properly reports that fact to the War Production Board on Form WPB-3270, the War Production Board will credit the tonnage in his order against any unused portion of his reserve production for the month in which the tonnage is to be produced, and will notify him. The manufacturer shall produce such orders according to his schedule as so reported to the War Production Board.

(3) *List of agencies or uses.* The agencies or uses referred to in paragraph (f) (1) are:

1. United States Army.
2. United States Army Map Service.
3. United States Army Air Forces.
4. United States Navy.
5. The United States Marine Corps.
6. The United States Coast Guard.
7. The United States Maritime Commission and War Shipping Administration.
8. Lend-Lease Administration—Foreign Economic Administration.
9. Panama Canal.
10. Bureau of Public Debt.
11. United States Government Printing Office.
12. United States Bureau of Engraving and Printing.

13. Procurement Division of the United States Treasury.
14. Office of Economic Warfare—Foreign Economic Administration (orders with an O. E. W. or F. E. A. approved export license).
15. United States Post Office.
16. Producers of products or parts of products which are to be delivered on a contract or purchase order issued by any of the agencies listed above, if the paperboard furnished to such producers is to be used exclusively either as a component part, or for the necessary packaging, of products or parts of products so ordered. (Report Government Agency as listed above, order number and name of converter or user).

Restrictions on Acceptance and Delivery of Paperboard

(f) *Restrictions on acceptance.* No person may accept delivery of paperboard on or after August 7, 1944, unless authorized by the War Production Board pursuant to his application on Form WPB–3811. In order to allow time for proper examination of applications, a person who has filed an application on Form WPB–3811 before August 7, 1944, may receive paperboard without authorization until directed otherwise by the amendment of this order. The only exceptions are:

(1) A jobber or other person may accept paperboard which he will resell as such (whether after further fabrication or not).

(2) A person may accept less than five tons of paperboard in any calendar quarter.

(3) A person may accept on or after August 7, 1944, paperboard that was actually in transit to him at midnight on August 6, 1944.

(g) *Procedure for obtaining authorization of War Production Board.* Any person may apply to the War Production Board on Form WPB–3811 for authorization to accept paperboard.

(h) *Restrictions on delivery.* (1) Starting August 7, 1944, no person shall, unless otherwise directed by the War Production Board, deliver any paperboard in lots of more than fifty pounds to any person who has not filed with him one of the following certificates:

(i) The undersigned certifies that he has filed Form WPB–3811.

(ii) The undersigned certifies that his receipts of paperboard during the current quarter are for resale as such.

(iii) The undersigned certifies that his receipts of paperboard during the current calendar quarter, including the paperboard covered by this order, are not expected to exceed five tons.

(2) It is not necessary to give the same certificate twice to the same supplier, since a certificate covers future as well as present purchases. Certificates must be substantially in the above form and must be signed by the purchaser or a duly authorized official of the purchaser, either manually or as provided in Priorities Regulation 7.

(3) The above restrictions on delivery do not apply to paperboard which was in transit at midnight on August 6, 1944, to the person to whom delivery is made.

(4) The certificates set forth above constitute representations to the War Production Board subject to the penalties for misrepresentation. The standard certification given in Priorities Regulation 7 may not be used in their stead.

Miscellaneous

NOTE: Paragraph (l), formerly (g), redesignated July 18, 1944.

(l) *Inventory restrictions.* No person shall knowingly deliver to any person, and no person shall accept delivery of, any quantity of paperboard, if the total inventory in the hands of the person accepting delivery is, or by virtue of the acceptance will become, either (a) in excess of two carloads, or (b) in excess of his reasonably anticipated requirements for the next sixty days, whichever is greater. No person shall order any quantity of paperboard for delivery to him, or for his account, on any future date, if receipt thereof on that date would increase his inventory of such paperboard to more than the amount permitted in the first sentence of this paragraph.

The restrictions of this paragraph apply equally to paperboard of foreign and domestic origin, and to intra-company deliveries as defined in § 944.12 of Priorities Regulation 1.

(j) *Delivery of waste.* No person shall require any customer to deliver waste in return for paperboard shipped on any order.

NOTE: Paragraphs (k), (l) and (m), formerly (h), (i) and (j), redesignated July 18, 1944.

(k) *Records. All persons affected by* this order shall keep and preserve for not less than two years accurate and complete records concerning inventories, production and sales.

(l) *Audit and inspection.* All records required to be kept by this order shall upon request, be submitted to audit and inspection by duly authorized representatives of the War Production Board.

(m) *Reports.* The reporting requirements of paragraphs (e), (f), (g) and (h) of this order have been approved by the Bureau of the Budget pursuant to the Federal Reports Act of 1942. All persons affected by this order shall execute and file with the War Production Board such other reports and questionnaires as may be required, subject to the approval of the Bureau of the Budget.

(n) *Multiple function organizations.* Where any person (including any parent subsidiary organization) engages in two or more of the types of operations subject to this order (for instance, if he is both a producer and a converter of paperboard), the provisions of this order applicable to each type of function shall apply separately to his operations of that type. For example, a manufacturer who uses paperboard as a production material may not receive paperboard from his own mill without an authorization.

NOTE: Paragraphs (o) and (p), formerly (l) and (m), redesignated July 18, 1944.

(o) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime and upon conviction may be punished by fine or imprisonment. In addition any such person may be prohibited from making or obtaining further deliveries of or from processing or using materials under priority control and may be deprived of priorities assistance.

(p) *Applicability of regulations.* This order and all transactions affected hereby are subject to all applicable War Production Board regulations, as amended from time to time.

(q) *Appeals.* An appeal from the provisions of this order may be made by a letter stating informally, but completely, the particular provision appealed from, the precise relief desired, the reasons why denial of the appeal would result in undue and excessive hardship, and such other statistical and narrative information as may be pertinent.

(r) *Communications to War Production Board.* All reports required to be filed hereunder, all appeals and all other communications concerning this order shall, unless otherwise directed, be addressed to: War Production Board, Paperboard Division, Washington 25, D. C., Ref: M–378.

Issued this 18th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10675; Filed, July 18, 1944; 11:25 a. m.]

PART 976—MOTOR TRUCKS, TRUCK TRAILERS AND PASSENGER CARRIERS

[Supplementary General Limitation Order L–3–f, Revocation]

Section 976.13 *Supplementary General Limitation Order L–3–f* issued January 21, 1942, is hereby revoked. This revocation does not affect any liabilities incurred under the order. Production of light trucks will hereafter be authorized under the provisions of Limitation Order L–1–e, as amended January 4, 1944.

Issued this 18th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10676; Filed, July 18, 1944; 11:25 a. m.]

PART 1075—CONSTRUCTION

[Conservation Order L–41, Direction 4]

PRISONER OF WAR HOUSING

The following direction is issued pursuant to conservation Order L–41:

It is not necessary to get War Production Board permission under Order L–41 to construct facilities to house prisoners of war assigned by the Army to the builder if priorities assistance for the construction has been granted on Form CMPL–593 Navy (Army), pursuant to Direction 3 to CMP Regulation 6 and WPB Directive 31.

Issued this 18th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10677; Filed, July 18, 1944; 11:25 a. m.]

PART 1114—TIRE RETREADING, RECAPPING AND REPAIR EQUIPMENT

[General Limitation Order L–61, as Amended July 18, 1944]

The fulfillment of requirements for the national defense has created a shortage in the supply of certain critical materials used in the manufacture of retreading, recapping and repair equipment for the national defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 1114.1 *General Limitation Order L–61*—(a) *Definitions.* For the purpose of this order:

(1) "Person" means any individual, partnership, association, business trust, corporation, governmental corporation or any organized group of persons, whether incorporated or not.

(2) "Retreading, recapping or repair equipment" means any mechanical device used in connection with applying uncured rubber (in the form of camelback, patching rubber or otherwise) to rubber casings or innertubes for the purpose of renewing or repairing a rubber casing or innertube. The term includes, but is not limited to; full circle molds, full circle matrices, holders, tables, steam chambers, kettle curing devices, curing rings, curing bands, pressure plates, spacer rings, curing rims, sectional molds, sectional matrices, tire and tube repair and spot equipment, tire spreaders, tire buffers, mechanical stitchers, mechanical rollers, regroovers. It does not include, however, small tools such as knives, hand rollers, hand stitchers, jacks, shears, and other miscellaneous shop tools and supplies.

(3) "Delivery" means any physical delivery of any item of retreading, recapping or repair equipment, or parts of such equipment to other persons.

(4) "Approved order" means: (i) an order for new retreading, recapping or repair equipment authorized on Form WPB–1319, which bears the certification previously required by Order L–61. (These orders are identified by the standard form of certification set forth in Priorities Regulation 7 together with date and serial number of authorization on Form WPB–1319); (ii) any order for new retreading, recapping or repair equipment which the War Production Board has authorized under Order L–61 before March 23, 1944, to be produced or delivered; (iii) any U. S. Army or Navy order or order for export which bears a preference rating.

(b) *Production and delivery.* No person shall manufacture retreading, recapping or repair equipment or parts except to fill orders in accordance with the following restrictions.

Any order may be accepted and filled, but orders which are not approved orders or orders bearing blanket MRO ratings authorized by other War Production Board orders and regulations, for example, CMP Regulation 5), shall be treated as unrated orders as required by paragraph (c). The term, "blanket MRO ratings", is defined in Priorities Regulation 3.

Orders classified as "unrated" may be filled by a manufacturer only to the extent that he is able to do so without interfering with his production and shipment of approved orders or orders bearing blanket MRO ratings. This does not mean that additional materials will necessarily be made available for "unrated" orders, even though a particular manufacturer may otherwise be in a position to fill unrated orders.

Facilities which can be used in the production of items of retreading, recapping or repair equipment in more than one of the groups listed below are called interchangeable facilities in this paragraph. For the purposes of the production pattern, "molds and matrices" include curing rings, spacer rings, curing tables, steam chambers and kettle curing devices.

PRODUCTION PATTERN

GROUP AND TYPE OF EQUIPMENT
1 Repair parts for retreading, recapping or repair equipment produced after December 7, 1941.
2 Airplane full circle tire molds and matrices.
3 Tractor-implement (front and rear wheel), earth mover and road grader full circle molds and matrices.
4 Truck-bus full circle molds and matrices.
5 Sectional molds and matrices, all types.
6 Passenger tire full circle molds and matrices and miscellaneous equipment, or parts not specifically covered in groups 1 to 5 inclusive.

Interchangeable facilities must be used to fill rated orders for new retreading, recapping or repair equipment or for parts in the sequence established by the above production pattern. This means that a manufacturer must use interchangeable facilities to fill rated orders classified in each higher group before he may use the same facilities to fill rated orders in any lower group. If he is using interchangeable facilities for a lower group and is required by the production pattern to divert those facilities to unfilled rated orders in a higher group, he may postpone the diversion of facilities to the higher group for not more than 15 days after receipt of a rated order in the higher group.

Interchangeable facilities may be used to fill unrated orders only when the facilities are not needed to fill any rated orders. When a person is able to fill unrated orders under the above rule, these orders may be filled in any sequence without regard to the production pattern.

Preference ratings for retreading, recapping or repair equipment or for parts of equipment shall have no effect upon the use of interchangeable facilities to fill rated orders in different groups. For example, all rated orders for items in Group 1 must be filled before any rated orders for items in Group 2, even though the ratings on the orders for Group 2 items are higher than those on the orders for Group 1 items. Rated orders which are classified in the same group, however, shall be produced and shipped in accordance with Priorities Regulation 1.

(c) *Use of preference ratings.* Except for ratings assigned to approved orders and blanket MRO ratings, no person shall apply or extend any ratings to get re-

treading, recapping or repair equipment or parts. Any rating purporting to be applied or extended to get any retreading, recapping or repair equipment or parts, except for ratings assigned to approved orders and blanket MRO ratings, shall be void and no person shall give any effect to it.

(d) [Deleted July 18, 1944.]

(e) [Deleted Mar. 23, 1944.]

(f) *Miscellaneous provisions.*—(1) *Applicability of regulations.* Except as otherwise provided in paragraph (b), this order and all transactions affected thereby are subject to all applicable regulations of the War Production Board, as amended from time to time.

(2) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter in triplicate, referring to the particular provision appealed from and stating fully the grounds of the appeal.

(3) *Communications to War Production Board.* All reports required to be filed hereunder, and all communications concerning this order, shall unless otherwise directed, be addressed to: War Production Board Office of Rubber Director, Washington 25, D. C., Ref.: L–61.

(4) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(5) *Records.* Each manufacturer or distributor of new retreading, recapping and repair equipment affected by this order shall keep and preserve for not less than two years accurate and complete records concerning inventories, production and sales of such equipment.

Issued this 18th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10678; Filed, July 18, 1944; 11:26 a. m.]

PART 1204—PHTHALIC ALKYD RESINS

[General Preference Order M–139, Direction 3]

PROVISIONS FOR OBTAINING EMERGENCY ALLOTMENTS OF ALKYD RESINS TO MEET EMERGENCY ORDERS FOR SMALL QUANTITIES OF PRODUCTS CONTAINING ALKYD RESINS FOR MILITARY END USES

The following direction is issued pursuant to General Preference Order M–139:

(a) *Who may apply.* Any person filing an application on Form WPB–2945 for alkyd resins in accordance with Order M–139 may also request allocation of a specified quantity of resins as an "emergency allotment" to be used in filling emergency orders received by the applicant during the allocation month specified on the form.

(b) *Quantity allowed.* Applications for emergency allotment may be authorized by War Production Board up to a maximum of 5 per cent of the average monthly consumption of alkyd resins by the applicant during the previous three months, based on records on file with War Production Board.

(c) *End use restrictions on emergency allotments of alkyd resins.* The use of an emergency allotment of alkyd resins is subject to the following restrictions:

(1) It may only be used during the allocated month to make products for delivery on a military end use that has been previously approved on applications (on Form WPB–2945) for delivery or use of alkyd resins during either of the two preceding calendar months, provided that the end use has not been specifically denied on the application (on Form WPB–2945) in which the emergency allotment is approved. Any part of the emergency allotment not used during the allocated month shall revert to inventory at the end of that month, and may not be used without further authorization.

(2) No applicant shall make more than a single shipment to any customer in any month of products containing those alkyd resins for the same end use.

(3) No applicant shall make any single shipment in any calendar month of products containing those alkyd resins which shall exceed 500 pounds of solid phthalic alkyd resin content.

(4) An emergency allotment of alkyd resins may only be used in filling emergency orders. An emergency order means any order for a product containing alkyd resins which is received during the month for which the emergency allotment has been authorized, and calling for delivery during the same month for an approved military end use described in (c) (1) above.

Issued this 18th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10674; Filed, July 18, 1944; 11:25 a. m.]

PART 3133—PRINTING AND PUBLISHING

[Limitation Order L–241, as Amended July 18, 1944]

COMMERCIAL PRINTING AND DUPLICATING

Scope

(a) The purpose of this order.

Definitions and explanations

(b) Commercial printing.
(c) Printer.
(d) Paper.
(e) Use.
(f) Production waste.
(g) Inventory.
(h) Transfer of quotas.
(i) Exceptions.

Consumption quota

(j) Printing which is covered by other orders.
(k) Printing which is not restricted.
(l) Computation of consumption quota.
(m) Borrowing and carry-over.
(n) Total permitted consumption.
(o) Small magazine and book publishers.
(p) Certification to printer.

Delivery restrictions

(q) Limit on tonnage which may be accepted.
(r) Increase of deliveries.
(s) Certification to paper dealer or mill.

Issuance of schedules

(t) Prohibited and restricted uses of paper and paperboard.

Miscellaneous provisions

(u) Records.
(v) Applicability of regulations.
(w) Appeals.
(x) Communications.
(y) Violations.

Schedule I

(a) Limits on basis weights.
(b) Exceptions to limits on basis weights.
(c) Exceptions to Order L–120.

Schedule II

(a) Commercial printing which is charged against the quota of both the printer and the person who issues the item.
(b) Catalogs, directories, school yearbooks, music, song sheets, comic publications.
(c) Shopping guides, free distribution newspapers, want ad publications, free distribution publications in newspaper format.
(d) Certification.

Scope

§ 3133.9 *Limitation Order L–241.*—(a) *The purpose of this order.* This order does four things: First it limits the tonnage of paper which a printer may use for commercial printing. This is called his "consumption quota", and is based upon the tonnage of paper which he used for commercial printing in 1941. A printer may not exceed his consumption quota even though the paper is physically available to him. Second, it limits the tonnage of paper which may be accepted by or on behalf of a printer. This is based upon his inventory of paper. Third, it limits the basis weight of paper which may be used in printing certain items. Fourth, it limits the tonnage of paper which a person may cause to be consumed in printing certain items.

Definitions and Explanations

(b) *Commercial printing.* "Commercial printing" means all printing or duplicating produced by any type of printing machine covered by Order L–226 or any type of duplicating machine covered by Order L–54–c, List I, Item 5. However, this order does not affect printing which is covered by other orders of the War Production Board, as described in paragraph (j), and printing which is unrestricted, as described in paragraph (k). "Printed matter" includes duplicated matter as well as printed matter.

(c) *Printer.* The term "printer" is used throughout this order, for the sake of convenience and brevity, to include printers who operate printing machines and duplicators who operate duplicating machines. The order applies to every printer, including a printer who operates a private or "captive" plant as well as a printer who does work for the trade. The term does not include a publisher or a person who orders printing.

(d) *Paper.* "Paper" means any grade, quality, type, basis weight or size of paper, gummed paper, paperboard or bristol used in commercial printing. The term includes paper reclaimed wholly or partly from printed or unprinted waste, as well as paper made entirely from virgin fiber.

(e) *Use.* (1) Paper is "used" when ink is first applied to it by a printer. However, paper is not "used" under this order when ink is applied to it by penruling equipment. Sometimes paper is put through a press more than once, either by the same printer or by different printers—for instance, when several colors are used or when the imprint of a particular distributor is added after part of the printing is done. For the purposes of this order the paper is deemed to be "used" when the first application of ink is made by a printer. It makes no difference how many other applications of ink are put on the paper by the same or different printers.

(2) When a job is started in one calendar quarter and runs over into the next, the paper actually used during each quarter must be charged against the printer's consumption quota for that quarter. The entire job may not be regarded as if it were started and finished in the same quarter.

(f) *Production waste.* All production waste shall be included in determining the tonnage of paper which a printer uses in commercial printing.

(g) *Inventory.* "Inventory" means all the paper which is available for a printer's use. It is immaterial whether such paper is in the printer's hands or in the hands of a paper dealer or other person. Paper in transit is not included.

(h) *Transfer of quotas.* (1) Quotas provided by one War Production Board order may not be used for the purposes set forth in any other order. Thus, for example, a printer may not use for commercial printing any part of a consumption quota established under Order L–240 (Newspapers), Order L–244 (Magazines) or Order L–245 (Books and Booklets), and he may not permit any part of his consumption quota established under this order to be used for newspapers, magazines or books. An exception to this rule is stated in paragraph (o).

(2) It sometimes happens that one printer does work for another printer, and there is a question as to which one should deduct the paper from his quota. Printer A may "farm out" certain work by purchasing "press time" from printer B. This may be done, for example, where printer A cannot fill an order for a customer because he does not have available the right equipment, material, personnel, or facilities. In such a case, where the customer looks only to A for the finished product and where B acts merely as a sub-contractor, the paper may be charged against A's quota, even though B actually does the printing. This does not mean that A may assign his quota to B. The rules governing the assignability of quotas are stated in Priorities Regulation 7A.

(i) *Exceptions.* Certain paragraphs of this order contain exceptions to general rules. These exceptions apply only to the provisions to which they specifically refer. They do not apply to any other portions of the order.

Consumption Quota

(j) *Printing which is covered by other orders.* Certain types of printing are not covered by this order. When a printer adds up the weight of paper which he used in 1941, he may not count the paper which went into those items. Also, a printer may not use the consumption quota which he gets under this order for the printing of any of those items, except as provided in paragraph (o). They are:

(1) Newspapers (defined in Limitation Order L–240).
(2) Magazines (defined in Limitation Order L–244).
(3) Books (defined in Limitation Order L–245).
(4) Greeting cards and illustrated post cards (defined in Limitation Order L–289).
(5) Displays (defined in Limitation Order L–294).
(6) Wallpaper (defined in Limitation Order L–177).
(7) Commercial printing for governmental units (defined in Limitation Order L–340).
(8) Boxes (defined in Limitation Order L–239).
(9) Converted products named in Lists A, B, C or D of General Conservation Order M–241–a, except gummed paper.
(10) Any other "converted products" defined in General Conservation Order M–241–a, except those which must be printed in order to serve the purpose for which they are made.

NOTE: Subparagraphs (8), (9), and (10) formerly (7), (8), and (9) redesignated July 18, 1944.

(k) Printing which is not restricted. (1) A printer is not limited in the amount of paper which he may use for printing which is required for delivery to the Army, Navy, Maritime Commission or War Shipping Administration by a contractor as a part of a contract for an item purchased by one of those agencies. Official Army or Navy post, camp, station or unit newspapers or news sheets are within this exception, and hence are not limited, if:

(i) They are ordered by the officer in command of the Army or Navy establishment on official War Department or Navy Department purchase orders, requisitions or contracts;

(ii) They contain no paid advertising; and

(iii) They are not owned, edited or operated by civilians but are run entirely by military personnel (although the printing may be done in commercial plants).

(2) Moreover, a printer is not limited in the amount of paper which he may use for official election forms, such as ballots and tally sheets, which are ordered and paid for by any State, County or Municipality of the United States.

(3) No person may order commercial printing under paragraph (k) and no person may accept such an order, unless the person placing the order furnishes to that printer a certification in substantially the following form, signed manually or as provided in Priorities Regulation 7 (§ 944.27) by an official duly authorized for such purpose:

The undersigned certifies, subject to the penalties of section 35 (A) of the United States Criminal Code, to the printer and to the War Production Board that he is familiar with paragraph (k) of Order L–241 and that this purchase order is for printing governed by paragraph (k) of Order L–241.

(4) When a printer adds up the weight of paper which he used in 1941, he may not count the paper which went into the items described in paragraphs (k) (1) and (k) (2) above. Also, a printer may use an unlimited amount of paper for those items from now on.

(l) *Computation of consumption quota.* In the second calendar quarter of 1944 and in each calendar quarter after that, no printer may use for commercial printing any paper in excess of his quarterly consumption quota, which shall be computed as follows:

(1) Determine the printer's "quarterly base tonnage" according to either of the two following methods, depending on his individual needs. Having selected one method, the printer must use that method throughout the year.

First method:

(i) Add up the total pounds of paper used in 1941 for all types of printing;

(ii) Subtract the pounds of paper used in 1941 for the items covered by other orders, as listed in paragraph (j) above;

(iii) Subtract the pounds of paper used in 1941 for the unrestricted items listed in paragraph (k) above;

(iv) Divide by four. This is the printer's "quarterly base tonnage", from which the required reductions shall be made.

Second method:

(i) Add up the total pounds of paper used during the same calendar quarter of 1941 for all types of printing;

(ii) Subtract the pounds of paper used during that quarter of 1941 for the items covered by other orders, as listed in paragraph (j) above;

(iii) Subtract the pounds of paper used during that quarter of 1941 for the unrestricted items listed in paragraph (k) above.

(iv) The balance is the printer's "quarterly base tonnage", from which the required reductions shall be made.

(2) If the printer's quarterly base tonnage is not more than 1¼ tons, his quarterly consumption quota is 1¼ tons. Moreover, any person who used no paper whatever for commercial printing in 1941 may use a total of 1¼ tons per calendar quarter for commercial printing, beginning with the second quarter of 1944.

(3) If the printer's quarterly base tonnage is more than 1¼ tons, but not more than 5 tons, his quarterly consumption quota is the same as his quarterly base tonnage. Such a printer is not permitted to increase his quota to 5 tons in a quarter of 1944 if his quarterly base tonnage is less than 5 tons. For exam-

ple, if a printer used 4 tons of paper in the second quarter of 1941, his quota for the second quarter of 1944 is 4 tons.

(4) If the printer's quarterly base tonnage is more than 5 tons but less than 6⅔ tons, his quarterly consumption quota is 5 tons. For example, if a printer used 6 tons of paper in the second quarter of 1941, the 25 percent cut would, if it were applicable, limit him to 4½ tons in the second quarter of 1944. However, he need not make this entire reduction, for his quota in that quarter is 5 tons.

(5) If the printer's quarterly base tonnage is more than 6⅔ tons his quarterly consumption is 75 percent of his quarterly base tonnage.

(6) In every case, the printer's quarterly consumption quota is subject to the borrowing and carry-over provisions contained in paragraph (n).

A printer may use his quarterly consumption quota for any type of printing which is not covered by other orders, as listed in paragraph (j). Also, he may use any amount of paper in addition to his quarterly consumption quota for the unrestricted items described in paragraph (k).

(m) *Borrowing and carry-over.* (1) A printer may add, under either method of computation, an extra 15 percent to his consumption quota in any quarter if he subtracts that amount from his consumption quota for the next quarter.

(2) If a printer uses less than he is allowed in any quarter, he may add the saving to his consumption quota in a subsequent quarter, or distribute the saving over several subsequent quarters.

(n) *Total permitted consumption.* A printer may use in any calendar quarter:

(1) His quarterly consumption quota as determined under paragraph (l);

(2) Plus permitted borrowing from his consumption quota for the next calendar quarter as provided in paragraph (m) (1);

(3) Plus any less-than-quota savings carried over from previous calendar quarters as provided in paragraph (m) (2); or minus any tonnage which had been borrowed during the preceding calendar quarter from his consumption quota for that calendar quarter, as provided in paragraph (m) (1);

(4) Plus ex-quota tonnage, if any, which may have been granted on appeal for consumption in that calendar quarter.

(o) *Small magazine and book publishers.* (1) If a magazine publisher's quarterly base tonnage is not more than 1¼ tons, or if a person has no quarterly base tonnage for the publication of magazines, he may cause up to a total of 1¼ tons of paper to be used for the printing of magazines in any calendar quarter, provided the tonnage in excess of his quarterly base tonnage, if any, is deducted from a commercial printer's consumption quota under Order L-241. Publishers who obtain a quota under this provision shall file with the War Production Board, within 15 days after such paper is used, a letter signed by the publisher and countersigned by the printer setting forth:

(i) The name and address of the publisher,

(ii) The name and address of the printer,

(iii) The title(s) of the magazine(s),

(iv) The publisher's base period consumption, if any, and

(v) The tonnage deducted from the commercial printer's quota under Order L-241.

(2) If a book publisher's base tonnage is not more than 5 tons, or if a person has no base tonnage for the publication of books, he may cause up to a total of 5 tons of paper to be put into process for the production of books in any year, provided the tonnage in excess of his base tonnage, if any, is deducted from a commercial printer's consumption quota under Order L-241. Publishers who obtain a quota under this provision shall file with the War Production Board, within 15 days after such paper is used, a letter signed by the publisher and countersigned by the printer setting forth:

(i) The name and address of the publisher,

(ii) The name and address of the printer,

(iii) The publisher's base period consumption, if any, and

(iv) The tonnage deducted from the commercial printer's quota under Order L-241.

(3) The above reporting requirements have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(p) *Certification to printer.* No printer may fill an order for (1) magazines, (2) books, (2) greeting cards or illustrated post cards, (4) commercial printing purchased by a government, or (5) any of the items listed in schedule II of this order, unless he receives, or has previously received, from the person who publishes or issues the item, or causes the item to be printed, a certification in substantially the following form, signed manually or as provided in Priorities Regulation 7 (§ 944.27) by an official duly authorized for such purpose:

> The undersigned certifies, subject to the penalties of section 35 (A) of the United States Criminal Code, to the printer and to the War Production Board that he is familiar with (insert the relevant provision) (1) Order L-244 (magazines), (2) Order L-245 (books), (3) Order L-289 (greeting cards and illustrated post cards), (4) L-340 (governmental commercial printing and duplicating), (5) Schedule II to Order L-241, and that all orders placed by the undersigned with that printer for items regulated by the relevant order (or schedule), as amended from time to time, will be in compliance therewith.
>
> This is a one-time certification and need not accompany each individual order for printing.

Delivery Restrictions

(q) *Limit on tonnage which may be accepted.* No printer may accept, and no person may accept for a printer's use, delivery of any quantity of paper if his total inventory of all kinds of paper for use in commercial printing exceeds a 60 consecutive days' supply, or if acceptance of the delivery will bring his inventory above this level. The number of days' supply shall be computed at the average daily rate of allowable consumption for the current calendar quarter.

(r) *Increase of deliveries.* A printer may accept delivery of paper which would increase his inventory to more than a 60 consecutive days' supply of paper only in the following two circumstances:

(1) If the amount of a particular item in the printer's inventory is less than 30 days' supply, he may accept delivery of not more than an additional 30 days' supply of that item, provided the amount purchased is required for his production within 30 days of acceptance.

(2) Regardless of the quantity of a particular item, or of all items, in a printer's inventory, he may accept delivery of any item which he is entitled to accept under paragraphs (q) and (r) (1) in the unit quantity (e. g., full carload, full truckload, 10,000 pounds, 5,000 pounds, 4 cases) in which he accepted delivery of that item in 1941.

(s) *Certification to paper dealer or mill.* No printer may order or accept delivery of paper, and no person may deliver paper to a printer, unless the printer furnishes, or has previously furnished, to the person making the delivery, a certification in substantially the following form, signed manually or as provided in Priorities Regulation 7 (§ 944.27) by an official duly authorized for such purpose:

> The undersigned printer certifies, subject to the penalties of section 35 (A) of the United States Criminal Code, to the seller and to the War Production Board that he is familiar with Order L-241 and that all purchases by him of items regulated by that order, as amended from time to time, will be in compliance therewith.

This is a one-time certification and need not accompany each individual order for paper.

Issuance of Schedules

(t) *Prohibited and restricted uses of paper and paperboard.* The War Production Board may issue, from time to time, schedules which will prohibit the use of paper in certain items, limit the basis weight of paper which may be used in other items, and limit the tonnage of paper which a person who publishes or issues certain items may cause to be consumed in the printing of those items.

Miscellaneous Provisions

(u) *Records.* In order to assure compliance with this order, every printer must calculate, as accurately as he can, the tonnage of paper which he used during each quarter of 1941 for the items covered by this order. He must also keep accurate records of this type of information for each calendar quarter beginning with January 1, 1943. He must preserve these figures and his work sheets, subject to inspection by War Production Board officials as long as this order remains in force and for 2 years after that.

(v) *Applicability of regulations.* This order and all transactions affected by it are subject to all present and future regulations of the War Production Board.

(w) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter referring to the particular provision appealed from and stating fully the grounds of the appeal or by filling in the pertinent information on Form WPB-3605.

(x) *Communications.* All communications concerning this order shall be addressed to: War Production Board, Printing and Publishing Division, Washington 25, D. C., Ref: L-241.

(y) *Violations.* Any person who wilfully violates any provision of this order or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, materials under priority control, and may be deprived of priorities assistance.

SCHEDULE I

(a) *Limits on basis weights.* No person may manufacture and no person may cause to be manufactured any of the items listed in this schedule in a basis weight, thickness, area or weight per unit greater than the maximum specified for such use.

(1) Art reproductions, without advertising—basis weight 25 x 38—120 #.

(2) Diaries, date books, desk calendar pads, and advertising memo pads—basis weight 17x22—16 #.

(3) Dodgers and handbills—basis weight 24 x 36—35 #.

(4) News letters and loose leaf services other than books (as defined in Order L-245)—basis weight 17 x 22—16 #.

(5) Accounting records, books and forms—basis weight 17 x 22—28 #; or if for loose leaf accounting forms used on an automatic posting machine—basis weight 17 x 22—32 #.

(6) Corporate securities, checks, domestic and foreign currency—basis weight 17 x 22—24 #.

(7) Notes, contracts, mortgages, wills, deeds, insurance policies, and legal forms—basis weight 17 x 22—20 #.

(8) Letterheads—basis weight 17 x 22—16 #.

(9) Card indexes and card records—basis weight 25½ x 30½—140 #.

(10) Time cards—caliper .014 inches.

(11) County record books and other permanent government records—basis weight 17 x 22—36 #.

(12) Prospectuses for the sale of securities—basis weight 25 x 38—50 #.

(13) Legal briefs and records on appeal—basis weight 25 x 38—50 #.

(14) All other office, business and financial forms, except blank books, and except forms produced by a liquid or gelatin process—basis weight 17 x 22—16 #.

(15) Road and street maps and guides for civilian use—basis weight 17 x 22—16 #.

(16) Telephone directories—body basis weight 24 x 36—28 #; cover basis weight 22½ x 28½—110 #.

(17) Admission tickets—basis weight 22½ x 28½—90 #, or any coated stock made from raw stock not over 22½ x 28½—90 #.

(b) *Exceptions to limits on basis weights.* The above restrictions do not apply to paper which has been manufactured before October 21, 1943.

(c) *Exceptions to Order L-120.* Schedules I and III to Order L-120 provide:

Paper or paperboard may be manufactured for a particular use in any basis weight or thickness permitted for such use by this or any other order of the War Production Board, provided the basis weight or thickness does not exceed the maximum specified by the War Production Board for such use, and provided all other provisions of this or such other orders are fully complied with.

Pursuant to this provision the manufacture of paper in the basis weights specified in this list for items 1, 6, 7 and 16 is hereby permitted.

SCHEDULE II

(a) *Commercial printing which is charged against the quota of both the printer and the person who issues the item.* Certain items of commercial printing are subject to a "two-sided" limitation. As is the case with all types of commercial printing covered by this Order, the paper consumed in printing such items must be deducted from the commercial printer's quota; however, in the case of the items covered by this Schedule II, the same paper must also be deducted from the quota of the person who causes the items to be printed. In other words, the publisher or issuer of the item must reduce his consumption of paper for that item by the required percentage and he must also have the printing done by a printer who will debit his quota under paragraph (1) of this order.

If a person did not publish or issue, in 1941, a particular item listed in this Schedule, he has no quota for the publication or issuance of that item after January 1, 1944.

Any paper which a commercial printer consumed in printing these items in 1941 shall be included in computing his quota under paragraph (1) whether or not he prints any of these items after January 1, 1944. The paper which a commercial printer consumed in printing such items after January 1, 1944, must be deducted from his quota, whether or not he printed such items in 1941.

(b) *Catalogs, directories, school yearbooks, song sheets, comic publications*—(1) *Consumption quota.* During the year 1944, and each year after that, no person may cause to be consumed in the printing of any item listed in this paragraph (b) (1) more than 75%, by weight, of the paper which he caused to be consumed in the printing of that item in 1941. It is not necessary for the weight of each copy or edition to be reduced, as long as the total weight of the paper consumed in the printing of all copies or editions of that item is reduced by the required amount.

(i) Catalogs (including supplements) of 12 or more bound pages issued by a person who manufactures, distributes or offers for sale the products, commodities or services listed therein, except catalogs issued at intervals of more than 3 years.

(ii) Directories (except telephone directories) of 12 or more bound pages issued by a person whose primary business is not publishing.

(iii) School and college annuals and yearbooks.

(iv) Song sheets which are not "books" as defined in Order L-245 or "magazines" as defined in Order L-244.

(v) Comic or cartoon publications which are not "books" as defined in Order L-245 or "magazines" as defined in Order L-244.

(2) *Definition of "item".* Each of the numbered subdivisions of paragraph (b) (1) is a separate "item", not individual publications covered by a particular subdivision. Thus, for example, a person who issued one type of comic book in 1941 may use his 1944 quota for the publication of any other type of comic book, but he may not use it for the publication of catalogs, directories, school yearbooks or song sheets.

(3) *Carry-over.* If a publisher or issuer of any of the items listed in paragraph (b) (1) uses less paper than he is allowed in 1944, he may add this saving to his consumption quota for the production of such items for 1945.

(c) *Shopping guides, free distribution newspapers, want ad publications, free distribution publications in newspaper format*—(1) *Consumption quota.* In the second calendar quarter of 1944, and in each calendar quarter after that, no publisher or other person may cause to be consumed in the printing of any shopping guide, free distribution newspaper, want ad publication or free distribution publication in newspaper format any paper in excess of his quarterly consumption quota, which shall be determined as follows:

(i) Ascertain the tonnage of paper consumed in printing that particular publication in the corresponding quarter of 1941, including all supplements, inserts and other printed matter physically incorporated into such publication or delivered together with it. This is the publisher's "quarterly base tonnage", from which the required reductions shall be made.

(ii) If the publisher's quarterly base tonnage in any calendar quarter is less than 25 tons, his consumption quota for that quarter is the same as his base tonnage. He need not use less than he used in the corresponding quarter of 1941, but he may not use more.

(iii) If the publisher's base tonnage in any calendar quarter is 25 tons or more, the following sliding scale of percentage cuts shall be applied:

Deduct 9% of the amount over 25 tons but not over 125 tons.

Deduct 13% of the amount over 125 tons but not over 250 tons.

Deduct 17% of the amount over 250 tons but not over 500 tons.

Deduct 25% of the amount over 500 tons but not over 1000 tons.

Deduct 29% of the amount over 1000 tons.

The balance remaining after subtraction of the above reductions from the publisher's quarterly base tonnage is his consumption quota for that quarter. For example, if the publisher consumed during the third quarter of 1941 340 tons, his consumption quota for the third quarter of 1944 would be determined as follows:

25 tons no cut	25	tons	
100 tons 9% cut	91	tons	
125 tons 13% cut	108.75	tons	
90 tons 17% cut	74.7	tons	
340 tons quarterly base tonnage	299.45	tons quarterly consumption quota	

(2) *Carry-over.* If the publisher or issuer of a shopping guide, free distribution newspaper, want ad publication or free distribution publication in newspaper format uses less paper than he is allowed in any quarter, he may add the saving to his consumption quota in a subsequent quarter or distribute the saving over several subsequent quarters.

(3) *Transfer of quotas.* Where two or more shopping guides, free distribution newspapers, want ad publications, or free distribution publications in newspaper format are published by the same person and are distributed primarily in the same city or trading area, he may combine or distribute his consumption quotas among his publications in that city or trading area. However, after May 24, 1944, no such publisher may transfer any part of his consumption quota to a different city or trading area.

(d) *Certification.* No person may order any of the items listed in this schedule to be printed unless he furnishes or has previously

furnished to the printer, a certification in substantially the following form, signed manually or as provided in Priorities Regulation 7 (§ 944.27) by an official duly authorized for such purpose:

> The undersigned publisher or issuer certifies, subject to the penalties of section 35 (A) of the United States Criminal Code, to the printer and to the War Production Board that he is familiar with Schedule II to Order L–241 and that all orders placed by the publisher or issuer with that printer for items regulated by that schedule, as amended from time to time, will be in compliance therewith.
>
> This is a one-time certification and need not accompany each individual order.

Issued this 18th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

INTERPRETATION 1: Revoked May 24, 1944.

[F. R. Doc. 44–10685; Filed, July 18, 1944; 11:27 a. m.]

PART 3133—PRINTING AND PUBLISHING

[Limitation Order L–340]

GOVERNMENTAL COMMERCIAL PRINTING AND DUPLICATING

Scope

(a) The purpose of this order.

Definitions and Explanations

(b) Government.
(c) Commercial printing.
(d) Printer.
(e) Paper.
(f) Use.
(g) Production waste.
(h) Inventory.

Consumption Quota

(i) Printing which is covered by other orders.
(j) Printing which is not restricted.
(k) Consumption restrictions for governments other than the United States Government.
(l) Consumption restrictions for the United States government.
(m) Certification to printer.

Delivery Restrictions

(n) Limit on tonnage which may be accepted.
(o) Increase of deliveries.
(p) Certification to paper dealer or mill.
(q) Limits on basis weights.

Miscellaneous Provisions

(r) Records.
(s) Applicability of regulations.
(t) Appeals.
(u) Communications.
(v) Violations.

Scope

§ 3133.50 *Limitation Order L–340*—(a) *The purpose of this order.* This order does three things. First, it limits the tonnage of paper which a government may cause to be used for commercial printing. This is called its "consumption quota" and is based upon the tonnage of paper which it caused to be used for commercial printing in the base period. Second, it limits the tonnage of paper which may be accepted by or on behalf of a government. This is based upon its inventory of paper. Third, it limits the basis weight of paper which a government may cause to be used in printing certain items.

Definitions and Explanations

(b) *Government.* (1) "Government" means the United States government and the government of any state, county, municipality or local political unit. The term does not mean a department, agency, bureau or other subdivision of a government. Each government may apportion its consumption quota under this order among its constituent departments, agencies, bureaus and other subdivisions. Such subdivisions may not, collectively, cause paper to be used in commercial printing in excess of the consumption quota of the governmental entity which they comprise.

(2) This order does not apply to any government if its base tonnage is less than one ton, or if the total cost of commercial printing purchased by it in the base period did not exceed $1,000.

(c) *Commercial printing.* "Commercial printing" means all printing and duplicating produced by any type of printing machine covered by Order L–226 or any type of duplicating machine covered by Order L–54–c, List I, Item 5. However, this order does not affect printing which is covered by other orders of the War Production Board, as described in paragraph (i), and printing which is unrestricted, as described in paragraph (j). "Printed matter" includes duplicated matter as well as printed matter.

(d) *Printer.* The term "printer" is used throughout this order, for the sake of convenience and brevity, to include printers who operate printing machines and duplicators who operate duplicating machines. This order applies to a government which operates its own printing plant as well as a government which purchases printing.

(e) *Paper.* "Paper" means any grade, quality, type, basis weight or size of paper, gummed paper, paperboard or bristol used in commercial printing. The term includes paper reclaimed wholly or partly from printed or unprinted waste, as well as paper made entirely from virgin fiber.

(f) *Use.* Paper is "used" when ink is first applied to it by a printer. However, paper is not "used" under this order when ink is applied to it by pen-ruling equipment. Sometimes paper is put through a press more than once, either by the same printer or by different printers; for instance, when a sheet is printed on its second side, or when several colors are used. For the purposes of this order the paper is deemed to be "used" when the first application of ink is made by a printer. It makes no difference how many other applications of ink are put on the paper by the same or different printers.

(g) *Production waste.* All production waste shall be included in determining the tonnage of paper which a government causes to be used in commercial printing.

(h) *Inventory.* "Inventory" means all the paper which is available for the use of a government in commercial printing. It is immaterial whether such paper is in the printer's hands or in the hands of the paper dealer, government, or other person. Paper in transit is not included.

Consumption Quota

(i) *Printing which is covered by other orders.* Certain types of printing are not covered by this order. When a government adds up the weight of paper which it caused to be used in the base year, it may not count the paper which went into these items. Also, a government may not use the consumption quota which it gets under this order for the printing of any of these items. They are:

(1) Newspapers (defined in Limitation Order L–240).

(2) Magazines (defined in Limitation Order L–244).

(3) Books and booklets (defined in Limitation Order L–245).

(4) Converted products named in Lists A, B, C or D of General Conservation Order M–241–a, except gummed paper.

(j) *Printing which is not restricted.* A government is not limited in the amount of paper which it may cause to be used in commercial printing required for any official election.

(k) *Consumption restrictions for governments other than the United States government.* In the 12-month period beginning July 1, 1944 and ending June 30, 1945, or in the last fiscal year ending prior to January 1, 1946, and in each corresponding 12-month period after that, no government (other than the United States government) may cause to be used for commercial printing any paper in excess of its annual consumption quota which shall be computed as follows:

(1) (i) Select a base period which shall be either the 12-month period ending June 30, 1942, or the last fiscal year ending prior to June 30, 1942.

(ii) Add up the total pounds of paper used in the base period for all types of printing.

(iii) Subtract the pounds of paper used in the base period for all the items covered by other orders as listed in paragraph (i).

(iv) Subtract the pounds of paper used in the base period for the unrestricted items described in paragraph (j).

(v) This is the government's base tonnage from which the required reductions shall be made.

(2) If the government's base tonnage is more than 1 ton but less than 1⅓ tons, its annual consumption quota is 1 ton.

(3) If the government's base tonnage is more than 1⅓ tons, its annual consumption quota is 75 percent of its base tonnage.

(4) A government may cause its annual consumption quota to be used for any type of printing which is not covered by other orders as listed in paragraph (i). Also, it may cause any amount of paper to be used in addition to its annual consumption quota for the unrestricted items described in paragraph (j).

(5) If a government is unable to determine its base period consumption in tons of paper, it may, as an alternative, compute the dollar value of its purchases of commercial printing during the base year using the method described in paragraph (k) (1).

(i) If the government's purchases of commercial printing in the base year were more than $1,000, but less than $1,110, its annual consumption quota is $1,000.

(ii) If the government's purchases of commercial printing in the base year were more than $1,110, its annual consumption quota is 90% of the cost of commercial printing purchased in the base year.

(l) *Consumption restrictions for the United States Government.* After July 1, 1944, no department, agency or other subdivision of the United States Government may cause any paper to be used for commercial printing except in accordance with the conservation orders issued by the Director of the Bureau of the Budget.

(m) *Certification to printer.* No person may order commercial printing on behalf of a government, and no person may accept such an order, unless the person placing the order furnishes or has previously furnished to that printer a certification in substantially the following form, signed manually or as provided in Priorities Regulation 7 (§ 944.27) by an official duly authorized for such purpose.

> The undersigned certifies, subject to the penalties of section 35 (A) of the United States Criminal Code, to the printer and to the War Production Board that he is familiar with Order L–340, and that all orders placed by the undersigned with that printer for items regulated by Order L–340, as amended from time to time, will be in compliance therewith.
>
> This is a one-time certification and need not accompany each individual order for printing.

Delivery Restrictions

(n) *Limit on tonnage which may be accepted.* No government may accept, and no person may accept for a government's use, delivery of any quantity of paper if the government's total inventory of all kinds of paper for use in commercial printing exceeds 60 consecutive days' supply, or if acceptance of the delivery will bring its inventory above this level. The number of days' supply shall be computed at the average proposed rate of consumption during the succeeding 60 days, *Provided,* That the proposed rate of consumption is not in violation of the consumption quota restrictions contained in this order.

(o) *Increase of deliveries.* A government may accept delivery of paper which would increase its inventory to more than 60 consecutive days' supply of paper only in the following two circumstances:

(1) If the amount of a particular item in the government's inventory is less than 30 days' supply, it may accept delivery of not more than an additional 30 days' supply of that item, *Provided,* The amount purchased is required for its production within 30 days of acceptance.

(2) Regardless of the quantity of a particular item, or of all items, in a government's inventory, it may accept delivery of any item which it is entitled to accept under paragraphs (n) and (o) (1) in the unit quantity (e. g., full carload, full truckload, 10,000, 5,000 pounds, 4 cases) in which it accepted delivery of that item in the base period.

(p) *Certification to paper dealer or mill.* No government may order or accept delivery of paper, and no person may deliver paper to a government, unless the government furnishes, or has previously furnished, to the person making the delivery a certification in substantially the following form, signed manually or as provided in Priorities Regulation 7 (§ 944.27) by an official duly authorized for such purpose:

> The undersigned certifies, subject to the penalties of section 35 (A) of the United States Criminal Code, to the seller and to the War Production Board that he is familiar with Order L–340 and that all purchases by the undersigned of items regulated by that order, as amended from time to time, will be in compliance therewith.
>
> This is a one-time certification and need not accompany each individual order for paper.

Miscellaneous Provisions

(q) *Limits on basis weights.* Schedule I of Order L–241 provides, "No person may manufacture and no person may cause to be manufactured any of the items listed in this schedule in a basis weight or thickness, area or weight per unit greater than the maximum specified for such use." All commercial printing which a government causes to be produced under this order must be in compliance with Schedule I of Order L–241.

(r) *Records.* In order to secure compliance with this order, every government must calculate, as accurately as it can, the tonnage of paper which it used during the base period for the items covered by this order. It must also keep accurate records of this type of information for each 12-month period beginning July 1, 1944, or for each fiscal year commencing after June 30, 1944. It must preserve these figures and its work sheets, subject to inspection by War Production Board officials, as long as this order remains in force and for two years after that.

(s) *Applicability of regulations.* This order and all transactions affected by it are subject to all present and future regulations of the War Production Board.

(t) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter in duplicate referring to the particular provision appealed from and stating fully the grounds of the appeal.

(u) *Communications.* All communications concerning this order shall be addressed to the War Production Board, Printing and Publishing Division, Washington 25, D. C., Ref: L–340.

(v) *Violations.* Any person who willfully violates any provision of this order or who, in connection with this order, willfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, materials under priority control, and may be deprived of priorities assistance.

Issued this 18th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10682; Filed, July 18, 1944; 11:27 a. m.]

PART 3270—CONTAINERS

[Limitation Order L–103, Schedule C, as Amended July 18, 1944]

GLASS CONTAINER AND CLOSURE SIMPLIFICATION; GLASS CONTAINERS FOR CERTAIN FOOD PRODUCTS

§ 3270.49 *Schedule C to Limitation Order L–103*—(a) *Definition.* For the purposes of this schedule:

"Standard glass container" means any container constructed in accordance with the specifications and design prescribed by any exhibit set forth in Drawings 1 to 15, inclusive, annexed to Order L–103, which possesses the finish prescribed for such exhibit or, subject to the provisions of paragraph (b) (2) hereof, any other finish which is interchanged therewith in accordance with paragraph (g) of Limitation Order L–103.

(Note that in accordance with the footnotes to Drawings 7, 8, 9 and 13 glass containers conforming to the specifications of the following exhibits constitute "standard glass containers" for the purposes of this schedule only if they are manufactured before December 20, 1943—16–80, 16–81, 17–09, 17–11, 17–22, 17–76, 18–08, 18–14, 51–87, 51–89, 51–93, 51–95, 51–97, 51–99.)

(b) *Restrictions on use.* (1) With the exceptions set forth in paragraph (c) of this schedule, on and after July 4, 1943, no person shall use a glass container for the packing for sale of any product listed in the annexed table, except a standard glass container, having a capacity equal to or greater than that specified for such product in column II of said table.

(2) Notwithstanding the provisions of paragraph (g) of Order L–103, no person shall use for the packing for sale of any product listed in the table annexed to this schedule any glass container with a "deep screw cap" finish, except as specifically permitted by an exhibit authorized for such product.

(c) *Exceptions.* (1) Nothing in this schedule shall prevent the use, for the packing of any product listed in the annexed table, of any glass containers

which were completely manufactured before the 4th day of July 1943.

(2) Nothing in this schedule shall restrict the sale, delivery, use or manufacture of glass containers with a capacity larger than 140 fluid ounces, of designs that existed on May 11, 1942.

(3) Nothing in this schedule shall prohibit any person who packed less than a total of 5,000 containers with all of the products listed in the annexed table during the calendar year 1942 from purchasing, accepting delivery of, or using without restriction, during any subsequent calendar year, a maximum of 5,000 glass containers for packing such products.

(4) Except as specifically permitted by the drawings and exhibits annexed to Order L–103 molded lettering or decoration on standard glass containers for the respective products listed in said table shall be limited to the manufacturers' identification (which may include trademark, name, symbol), place of manufacture, date of manufacture by year, design number, and mold or cavity number.

(d) *Manufacture.* (1) No person shall manufacture, sell, or deliver any glass container which he knows, or has reason to believe, will be used in violation of any provision of this schedule.

(2) On and after the 5th day of April 1943, no molds may be manufactured for a container for any of the products listed in the annexed table which does not conform to the specifications of a standard glass container usable for such product, nor may any mold for a container for a product listed in the annexed table be replaced—whether because of wear or for any other reason—except by a mold which conforms to said specifications.

Issued this 18th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

NOTE: Item 19 amended July 18, 1944.

TABLE

I. Product	*II. Minimum overflow capacity in fluid ounces*
1. Fruit butter	12
2. Preserves	12
3. Jelly	[1]9
4. Salad dressings (including products using salad dressing as a base)	[1]8
5. Olive oil	2
6. Edible oils (other than olive oil)	16
7. Shortenings	20
8. Maple syrup	12
9. Syrups (except chocolate and maple), including blended, bottlers, cane, corn, molasses, sorghum, malt, and fountain syrups	16
10. Chocolate syrup	[1]8
11. Tomato catsup	[2]12
12. Chili sauce and cocktail sauce	10
13. Tomato paste Not less than 25% by weight dry tomato solids	[1]6
14. Tomato pulp and puree Not less than 10.7% (specific gravity 1.045) or more than 25% by weight dry tomato solids	12
15. Vinegar	16
16. Fruits and vegetables and mixtures thereof, including ripe olives, but excluding cranberries and maraschino cherries	16
17. Honey	[1]6
18. Pickles and relishes	[1]8
19. Peanut butter	[1]16
20. Fruit and vegetable juices and mixtures thereof	12
21. Olives, green	[3]5
22. Maraschino cherries	[3]7
23. Cranberries and cranberry sauce	[1]8
24. Mustard, including, but not limited to, prepared mustard, horseradish mustard, compound mustard, and imitation mustard	[4]6

[1] Any tumbler may be used (in addition to standard) for packing the applicable product provided:

(i) Such tumbler was made from a mold that was actually in existence on or before April 5, 1943;

(ii) Such tumbler has no larger than a 70 mm. finish;

(iii) The capacity of such tumbler is no less than 8 fl. oz. and no greater than 9¾ fl. oz.

[2] Until completion of the 1943 packing season for tomato catsup, any bottle of a design previously used for tomato catsup may be used therefor, in addition to the specified standards, provided:

(i) Said bottle was made from a mold actually in existence on April 5, 1943;

(ii) Such bottle is made to hold 14 oz. by weight of tomato catsup;

(iii) The height of such bottle to the "fill point" does not exceed 7⅞ inches.

After completion of 1943 tomato catsup packing season, only the containers permitted for said product pursuant to paragraph (b) (1) of this schedule may be used.

[3] Standard glass containers having a capacity equal to or greater than 3 oz. (and less than 5 oz.) may be used for olives, and standard glass containers having a capacity equal to or greater than 4 oz. (and less than 7 oz.) may be used for maraschino cherries, provided these containers were completely manufactured on or before December 20, 1943.

[4] Nothing in this schedule shall prevent the use for the packing of mustard of any glass container which was completely manufactured before June 20, 1944.

[F. R. Doc. 44–10684; Filed, July 18, 1944; 11:27 a. m.]

PART 3270—CONTAINERS

[Supplementary Order L–103–b, as Amended July 18, 1944]

GLASS CONTAINER AND CLOSURE QUOTAS

§ 3270.36 *Supplementay Order L–103–b.* This order lists the only products which may be commercially packed in new machine-made, glass containers or with new metal closures. It specifies closure materials and sets forth the number of glass packages and metal closures which may be used for each listed product. In addition, some restrictions are placed upon the manufacture of closures.

The order limits "commercial packs" only. Although there are certain manufacturing restrictions, the use of glass containers or metal closures for home canning purposes is not affected.

Likewise, the provisions of this order cover only new glass containers and closures. Used containers or closures are not limited. However, closures which are fabricated from used closures—that is, where the used closures are a production material—are regarded as new closures made of "waste" and are governed by the pertinent provisions of this order.

Definitions of the various terms used in this order appear in paragraph (x) hereof.

Restrictions on Use of Glass Containers and Closures

(Note exceptions from these restrictions in paragraphs (p) through (v)).

(a) *Prohibited acceptances and uses of glass containers and closures.* No packer shall accept delivery of or use any new glass container, or any new metal closure for packing any product not listed in a schedule of this order.

(b) *Limitations on acceptance and use of glass containers and closures.* (1) During any calendar year beginning with 1944, no packer shall accept delivery of or use, for packing any product which is listed in a schedule of this order, more new glass containers or more new metal closures (other than closures made from waste) than his quota for that product.

(2) The limitations of subparagraph (1) shall not apply in the following cases:

(i) Jobbers or retailers may obtain closures and glass containers without restriction but must resell them in conformity with the provisions of this order.

(ii) Packers may, after November 1 of each year, accept delivery of an additional 10% of their current year's quota of new glass containers, but may not use them until the following year, and they must charge them to the following year's quota.

(iii) Certain other exceptions are set forth in paragraphs (p), (q), (r), (s) and (u) (1) and also in the schedules of this order.

(c) *Closure materials.* No packer shall accept delivery of or use, for packing any product, new metal closures made of any material except those permitted for that product in the schedules of this order. However, blackplate (including rejects) may be used wherever tinplate or terneplate is specified, and frozen plate may be used wherever tinplate, terneplate or blackplate is specified. Likewise, closures made of waste may be used in accordance with the following paragraph:

(d) *Closures made of waste.* Closures made of waste shall not be used for packing any product not listed in the schedules attached to this order. Closures made of waste may be used in addition to specified quotas for listed products.

(e) *Home canning jars.* No packer shall pack any commodity in a home canning jar. (Note that the use of these jars for home canning is not restricted).

Quotas

(f) *General.* Closure and glass quotas are stated separately in the attached schedules, and are not necessarily the same for any given product.

Quotas are not interchangeable as between listed products. That is, a packer who packs two products, product A and product B, must compute his quota (in the manner described in the following paragraph (g)) for each product separately. He cannot allot any portion of his quota for product A to product B, even if he does not pack his full quota of product A.

Furthermore, quotas may not be transferred from one packer to another except as provided in Priorities Regulation 7A.

(g) *Computation of quotas.* In most cases where this order provides a quota for the packing of any product, it does so, in the attached schedules, by stating a percentage figure followed by a calendar year—for instance, 100% 1943. Where this appears in the "glass quota" column opposite a product, it means, unless otherwise specified, that a packer's glass container quota for that product during 1944 and subsequent calendar years is computed as follows:

(1) He takes the number of new glass containers which he used for packing that product during a named base year.

(2) He subtracts the number of new glass containers which he used for packing that product during the same base year and which were quota exempt under the provisions of any prior order of the War Production Board or under any previous amendment of this order.

(3) He multiplies the resulting figure by the applicable percentage.

Identical rules apply to the computation of closure quotas, except that unless otherwise specified they are based on the number of new metal closures used during the specified base period.

The schedules of this order provide that the quotas for some products are based on the number of new metal closures or new glass containers accepted rather than those used during the specified base period. Here again, the method of computation, described in this paragraph, applies, except that the word "accepted" should be substituted for the word "used" in steps 1 and 2 above. Only the new metal closures or the new glass containers which a packer actually accepted delivery of and those which were invoiced to him during the applicable base period may be included in his quota base in such cases. But, for the purpose of making charges against quota, a packer must include the new metal closures and the new glass containers which he actually accepts delivery of, and those which are set aside for him or held by another party for his account—whether or not they are actually invoiced to him.

In a few cases, the schedules of this order set forth special rules, not covered by the above, for the computation of quotas for particular products. Such rules must be followed, and supersede the general statements contained in this paragraph (g) to the extent that they conflict with them.

(h) *Use of quotas.* As indicated above, most quotas are based on past use. The word "use" refers only to the actual filling operation in the case of glass and the actual capping operation in the case of closures. Therefore, to the extent that a person did not do this directly during the base period, he has no quota, despite the fact that he may have supplied the actual packer with the product, closures, containers, etc. After December 31, 1943, any packing done for him must be within the quota of the person performing the actual filling and capping operation.

In the case of products whose quotas are based upon acceptances, a person is deemed to have "accepted" glass containers or closures (for the purpose of computing quotas) only to the extent that he himself actually took possession of them or had them invoiced to him. If he did not do this during the base period, he has no quota, and the rules stated in the preceding paragraph of this paragraph (h) apply.

Packers who use or accept new glass containers or metal closures for packing products for the account of others, as well as for their own account, must conduct both operations within their own quotas. Without a special appeals grant under this order, they cannot regard their use or acceptances of glass containers and metal closures for the account of others as an addition to their quotas. This is true even where the other person may represent to the packer that he has a quota which he is not using himself.

On the other hand, packers are entitled to include, in their own quota bases, their use or acceptances of new glass containers or new metal closures, for the account of others during the specified base periods.

Restrictions on Sale and Delivery of Glass Containers and Closures

(i) *General restrictions.* No person shall sell or deliver any glass containers or closures which he knows, or has reason to believe, will be accepted or used in violation of any provision of this order.

(j) *Export deliveries.* (1) During any calendar year, no person shall deliver more empty new glass containers or more new metal closures to any person in a foreign country than he delivered to that person during 1943.

(2) The War Production Board may authorize any person to deliver new glass containers and new metal closures contrary to the restriction of paragraph (j) (1). Application for authorization shall be made by letter setting forth fully the reasons for the request.

(k) *Certificates.* No person shall sell or deliver any new glass containers or new metal closures except under a purchase order or contract validated by the delivery to such person of a purchaser's certificate, signed manually, or as provided in Priorities Regulation 7.

This certificate shall be in substantially the form attached hereto as Exhibit A in the case of sales or deliveries of all glass containers, and of all metal closures except malt and non-alcoholic beverage closures. Attention is called to the fact that this certificate, once filed by a purchaser with a supplier, covers all future deliveries from that supplier to that purchaser.

The certificate should be in substantially the form attached hereto as Exhibit B, where sales or deliveries of malt or non-alcoholic beverage closures are concerned. This certificate differs from Exhibit A in that it must be filed with each purchase order for beverage closures in order to validate the order.

Jobbers as well as packers must file certificates in accordance with this paragraph (k). However, in Exhibit B, jobbers need only supply the information called for in sections (b) and (d) of that certificate.

(l) *Outstanding certificates.* Certificates previously filed with a supplier under any previous amendment of this order, shall remain valid insofar as sales or deliveries of glass containers are concerned. Exhibit A certificates previously filed under order M–104, shall remain valid insofar as closure (other than malt or non-alcoholic beverage), deliveries are concerned. In either of the above cases, no new certificate need be filed by any purchaser to validate his orders placed with the supplier to whom the previous certification was made.

(m) *Cases where certificates need not be filed.* No certificates shall be required for the sale or delivery of the following:

(1) Home canning jars
(2) Home canning closures
(3) Returnable glass containers for packing miscellaneous dairy products
(4) Prescription bottles and ointment jars for prescription use
(5) Closures for prescription and ointment jars for prescription use
(6) Glass containers or closures of any kind to retailers for resale empty or unused or to persons purchasing them from retailers.
(7) Glass containers or closures on shipments, empty or unused, to persons in a foreign country.

(n) *Standard certifications.* The standard certification provided for in paragraph (d) of Priorities Regulation 7, cannot be used in place of the certifications provided by this order; nor may the certifications provided by this order be waived in accordance with paragraph (f) of Priorities Regulation 7.

Restrictions Relating Solely to Manufacture of Closures

(o) *Closure material.* (1) No person shall use any zinc, aluminum, tinplate, terneplate, blackplate, frozen plate, waste-waste or waste for the manufacture of the following types of closures:

(i) Cover caps which serve as a protective or decorative closure in addition to any original sealing medium (other than paraffin) such as another closure.

(ii) Double shell or semi-double shell caps.

(iii) Two-piece closures when both pieces are made of metal, except as permitted in paragraph (o) (2).

(2) No person shall use any zinc, aluminum, tinplate, terneplate, black-

plate, or wire for the manufacture of any closure of the home canning type, except as, and to the extent permitted in Schedule VII attached to this order. No closure manufactured pursuant to Schedule VII shall knowingly be sold to, or used by, any person for packing any product for sale.

(3) No person shall use any tinplate, terneplate or blackplate heavier than 90 pounds per base box for the manufacture of crown caps. This restriction does not apply to rejects, frozen plate waste-waste, or waste.

(4) No person shall use for the manufacture of closures any tinplate with a tin coating in excess of 0.50 lb. per base box except as otherwise specified in Schedule I, where in a few instances the figure 1.50 appears in the tinplate closure material column. In those cases tinplate with a tin coating of 1.50 lbs. per base box may be used.

(5) No person shall use any wire for the manufacture of paperboard disc plug caps, except that wire may be used for such caps having a diameter of two inches or larger.

Exceptions Pertaining to Both Glass Containers and Closures

(p) *Deliveries to certain agencies and persons.* Nothing in this order shall prohibit the purchase, acceptance of delivery, or use (such use to be in addition to any quota specified in the schedules attached to this order) of glass containers or closures by any of the following persons or by any person for packing any product to be delivered to or for the account of any of the following persons:

(1) Army, Navy, Marine Corps, Maritime Commission, War Shipping Administration of the United States (including persons operating vessels for such Administration or Commission for use thereon), or the United Seamen's Service, Inc.

(2) Any person for packing products for retail sale or distribution through post-exchanges, sales commissaries, officers' messes, servicemen's clubs, ship service stores, or outlets; provided same are located at Army or Navy Camps, are not operated for private profit and are established primarily for the use of Army or Navy personnel within Army or Navy establishments or on Army or Navy vessels.

(3) American Red Cross, United Service Organizations, or such other nonprofit Defense Recreation Committees, engaged in the operation of recreation centers in the United States, its territories or island possessions, solely for military personnel, as are certified to be within the exemption provided by this paragraph (p) (3) by the Office of Community War Services under the Federal Security Agency.

(4) Any agency of the United States purchasing for a foreign country pursuant to the Act of March 11, 1941, entitled "An Act to Promote the Defense of the United States" (Lend-Lease Act).

(q) *Special provisions in schedules relative to exempt deliveries to certain agencies and persons.* The schedules of this order contain certain limitations on the exception provided by the preceding paragraph (p) in the case of certain products—as, for instance, malt and nonalcoholic beverages. In such cases, the provisions of the schedules are controlling and supersede paragraph (p) to the extent that they conflict therewith.

(r) *Small users.* The restrictions of this order shall not apply to any person who was a packer before January 1, 1944, during any calendar year in which he accepts no more than a total of twenty-five hundred dollars ($2500) worth (cost price to him) of empty new glass containers and new metal closures for all products, provided that the cost of the closures which he accepts shall, in no event, exceed one thousand dollars ($1000).

Exceptions Relative to Glass Containers Only

(s) *Large size glass containers.* The restrictions of this order which pertain to glass containers shall not apply to any glass container with a capacity larger than 140 fluid ounces.

(t) *Glass containers of non-permitted sizes manufactured prior to January 4, 1944.* A packer may accept and use, for packing any product listed in the schedules of this order, any glass container which was manufactured before January 4, 1944, even though the container is of a size which is not permitted for that product by the schedules. Such acceptance and use must be in accordance with the quota provisions of this order and with the provisions of Order L–103.

(u) *Quota status of glass containers in inventory as of January 1, 1944.* Glass containers in the possession of a packer as of January 1, 1944, may be used by him for packing any listed product as follows:

(1) Quota free, if accepted for packing a product which had a limited quota in 1943, (unless "borrowed" as described in point 3 of this paragraph).

(2) Within quota, if accepted for packing a product which had an unlimited quota in 1943.

(3) Within quota, if borrowed against anticipated 1944 use as permitted in paragraph (e) of this order as amended November 1, 1943.

(v) [Deleted July 18, 1944.]

Prior Appeals

(w) *Appeals granted prior to December 31, 1943 under Order M–104 and Order L–103–b.* All appeals granted prior to December 31, 1943 under orders L–103–b and M–104 are cancelled and shall be ineffective on and after January 1, 1944. Therefore, after that date, no person shall accept delivery of or use or shall manufacture, sell or deliver any new glass container or any new metal closure except in accordance with the provisions of this order—unless he receives a new grant on appeal after January 1, 1944.

Definitions

(x) *Definitions.* For the purposes of this order:

(1) "Glass container" means any empty new machine-made bottle, jar or tumbler, with a capacity of 140 fluid ounces or less, which is made of glass and which is suitable for packing any product. It shall not include ampoules or vials made from glass tubing.

(2) "Packer" means any person who uses glass containers or closures for commercially packing any product in the United States, its territories or island possessions.

(3) "Home canning jar" means a glass container which is specifically made for use as a home canning jar (that is, for the purpose of packing or preserving food or food products in the home) and which carries some lettering or other marking identifying it as such.

(4) "Closure" means any new sealing or covering device affixed or to be affixed to a glass container for the purpose of retaining the contents within the container. The term shall not include bulbs or droppers for medicinal bottles.

(5) "Metal closure" means any closure which is made of zinc, aluminum, tinplate, terneplate, blackplate, frozen plate, waste-waste, or waste.

(6) "Tinplate" means sheet steel coated with tin, and includes "primes", "seconds", and all other forms of tinplate except waste and waste-waste.

(7) "Terneplate" means sheet steel coated with a lead-tin alloy, and includes "primes", "seconds", and all other forms of terneplate except waste and waste-waste.

(8) "Blackplate" means any sheet steel, other than tinplate or terneplate, and includes "rejects", and all other forms of blackplate except waste.

(9) "Frozen plate" means only tinplate, terneplate or blackplate which, since before August 9, 1943, has been held in the owner's inventory because, for any reason, it was not suitable for manufacture by the owner into articles permitted the use of steel under the provisions of War Production Board orders.

(10) "Waste-waste" means hot dipped or electrolytic tin coated steel sheets which have been rejected during processing by the producer because of imperfections which disqualify such sheets from sale as primes or seconds.

(11) Tinmill blackplate "rejects" means steel sheets rejected during processing by the producer because of imperfections which disqualify such sheets for sale as prime blackplate.

(12) "Waste", means:

(i) Used closures made of tinplate, terneplate or blackplate;

(ii) Used cans made of tinplate, terneplate or blackplate;

(iii) Tinplate, terneplate or blackplate discs produced in the ordinary course of manufacturing screw bands for home canning closures;

(iv) Slitter or shear trimmings, or lithographing lay sheets, produced in the ordinary course of manufacturing closures or cans.

(13) The term "0.50 tinplate" wherever used in this order, includes "menders" arising in the production of such tinplate which have been hot dipped with a maximum tin coating of 1.25 pounds per base box.

Miscellaneous

(y) *Multiple unit users.* Any packer who uses glass containers at more than one plant may choose to compute and apply a separate quota for each plant (or group of plants) or a collective quota for all such plants. Any organization which consists of a parent corporation and one or more wholly-owned subsidiary corporations may consider itself as a single packer for purposes of this paragraph.

(z) *Applicability of regulation.* This order and all transactions affected thereby are subject to all applicable provisions of the regulations of the War Production Board, as amended from time to time.

(aa) *Appeals.* Appeals from this order shall be filed by addressing a letter to the War Production Board, Containers Division, Washington 25, D. C. Ref: L–103–b.

The letter of appeal need not follow any particular form. It should state informally, but completely, the particular provision appealed from, the precise relief desired, the reasons why denial of the appeal would result in undue and excessive hardship, and such other statistical and narrative information as may be pertinent.

(bb) *Communications.* All communications concerning this order shall be addressed to: War Production Board, Containers Division, Washington (25), D. C., Ref.: L–103–b.

(cc) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or accepting further deliveries of or from processing or using material under priority control and may be deprived of priorities assistance.

Issued this 18th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

EXHIBIT A—PURCHASER'S CERTIFICATE FOR ALL GLASS CONTAINER DELIVERIES AND ALL CLOSURE DELIVERIES EXCEPT MALT AND NON-ALCOHOLIC BEVERAGE CLOSURES

One copy of this certificate is to be delivered to each person from whom purchases of new glass containers or new metal closures (other than malt and non-alcoholic beverage closures) are made. Such certificate shall cover all purchases present and future.

The undersigned purchaser hereby certifies to the seller and to the War Production Board that he is familiar with Limitation Order L–103–b and that he will not use or sell any glass containers or any closures purchased from

---
Name of seller

Address of seller

pursuant to this or future purchase orders or contracts in violation of the terms of such order.

Date

Legal name of purchaser

By ---
Authorized official

Title of official

Address of purchaser

Section 35 (A) of the U. S. Criminal Code (18 U. S. C. A. 80) makes it a criminal offense to make a false statement or representation as to any matter within the jurisdiction of any department or agency of the United States.

EXHIBIT B

Certificate required by Order L–103–b to validate each purchase of new metal closures for malt or non-alcoholic beverages. Execute in duplicate, one copy to be retained by the purchaser, and one to be filed with the seller.

INVENTORY

(a) Permitted inventory for quota use (30% of the 1944 quota of closures for packing malt or non-alcoholic beverages) plus the number of closures used in the preceding three calendar months for purposes described in Paragraph (p) of this order ------ gross.

(b) Inventory on date of this certification (Exclusive of Closures made from waste) ---------- gross.

(c) Permitted delivery as of date of this certification from all sellers. Line (a) minus Line (b) ---------- gross.

(d) Requested delivery from ----------
Seller
---------- gross.

The undersigned purchaser hereby certifies to the seller and to the War Production Board that he is familiar with Limitation Order L–103–b, that the foregoing statements of inventory are true and correct, and that he will not use or sell any closures for malt beverages or non-alcoholic beverages received from the seller pursuant to the above-described "requested delivery" in violation of the terms of such order.

Date ----------

Legal name of purchaser

By ---
Authorized official

Title of official

Address of purchaser

Section 35 (A) of the U. S. Criminal Code (18 U. S. C. A. 80) makes it a criminal offense to make a false statement or representation as to any matter within the jurisdiction of any department or agency of the United States.

SCHEDULES—GENERAL EXPLANATION

Schedules I through VI list the only products which may be packed in new glass containers or with new metal closures. Schedule VII relates to the manufacture of home canning closures.

The data set forth in the two "quota" columns, opposite each product, indicate the number of new glass containers and new metal closures (determined in accordance with the general rules set forth in paragraph (g) of Order L–103–b), which may be used for packing that product. However, any special quota provisions which these schedules make applicable to any product, are controlling to the extent that they conflict with paragraph (g).

Where the "x" mark appears opposite a product in one of the columns headed "Closure Material", it indicates that, except as listed hereafter, only closures made of that material may be used to pack that product. The general exceptions from this rule are:

(i) Closures made of blackplate may be used, within quotas, wherever tinplate or terneplate is specified.

(ii) Closures made of frozen plate may be used, within quota, wherever either tinplate, terneplate or blackplate is specified.

(iii) Closures made of waste may be used in addition to specified quotas for listed products.

All special provisions of these schedules relating to closure materials for specific products must be followed, and control to the extent that they conflict with the above.

All size specifications for glass containers set forth in these schedules must be followed in addition to the provisions of Order L–103 and its schedules.

Attention is called to Paragraphs (p) through (u) of this order which establish limited exceptions to its provisions. Here again any special provisions which these schedules contain relative to quota exemptions, as in the case of certain beverages, must be observed.

SCHEDULE I—FOODS

NOTE: Schedule I amended in its entirety July 18, 1944.
Closures made of aluminum or blackplate rejects may be used without regard to quota or material restriction.

Product	Calendar year packing quota glass	Calendar year packing quota closures	Closure material: Tinplate	Closure material: Blackplate
1. All foods for human consumption except as otherwise listed in this schedule.	Unlimited	Unlimited		X
2. Spaghetti and macaroni products, corn beef hash, and sauerkraut.	100% 1942 or 1943	100% quota glass containers.	X	
3. Candy and nut meats	100% 1942 or 1943	100% quota glass containers.		X
4. Coffee, bean or ground	See Note	50% of glass quota		X
NOTE: A packer may accept sufficient glass containers to pack the same quantity of coffee that he packed in both glass containers and cans in 1941.				
5. Shortening	Unlimited	None		
6. Meat and fish and products made from them, ice cream mix, apple cider and juice, fruits (only crushed, fountain fruit and ice cream toppings), soup mix, cheese spreads.	Unlimited	Unlimited	X	
7. Olives, pickles, relishes, sauces, vinegar, French dressing, flavoring, extracts, spices, mustard, horse-radish, cherries.	Unlimited	Unlimited	1.50	
8. All other foods for human consumption if preserved in an hermetically sealed container made sterile by heat.	Unlimited	Unlimited	1.50	

Schedule II—Drug and Health Supply Products

(Except products listed in other schedules of this order)

Note: Schedule II amended in its entirety July 18, 1944.

Closures made of aluminum or blackplate rejects may be used for any product listed in this Schedule.

Product	Calendar year packing quota glass	Calendar year packing quota closures	Closure material	
			Tinplate	Blackplate
1. Drug and health supply products	Unlimited	Unlimited		X
2. Biologicals, blood plasma, chemicals, dental supplies packed exclusively for use in the practice of dentistry, glycerites, liniments of ammonia, magmas, oils, ointments, penicillin, prescriptions, medicinal soaps and aromatic spirits of ammonia.	Unlimited	Unlimited	X	

Schedule III—Chemicals

Closures made of aluminum or blackplate rejects may be used without regard to quota.

Note: Schedule III amended July 18, 1944.

Product	Calendar year packing quota glass	Calendar year packing quota closures	Closure material	
			Tinplate	Blackplate
1. Adhesives, glue, mucilages and pastes	100% 1943	100% 1943		X
2. Alcohol, liquid or solidified (excluding anti-freeze)	100% 1943	100% 1943		X
3. Ammonia, household, and/or household liquid cleaners. No containers of less than 1 quart capacity may be packed.	100% 1943	100% 1943	X	
4. Aromatic chemicals used for their odoriferous and/or flavoring properties	Unlimited	Unlimited	X	
5. Automotive maintenance or repair items, liquid or paste	150% 1943	150% 1943		X
6. Bluings	100% 1943	100% 1943	X	
7. Bleaches, liquid. No containers of less than 1 quart capacity may be packed	100% 1943	Unlimited	X	
8. Cements—dry, paste or liquid	100% 1943	100% 1943		X
9. [Deleted May 15, 1944].				
10. Chemicals, dry, not elsewhere specified	80% 1943	80% 1943		X
11. Chemicals, liquid, not elsewhere specified	80% 1943	80% 1943	X	
12. Chemicals for food sanitation purposes only	150% 1943	150% 1943		X
13. Chemicals, reagent	200% 1943	200% 1943	X	
14. Cleaners—dry, paste or liquid, not including liquid household cleaners	100% 1943	100% 1943		X
15. Compounds for grinding, polishing, or sealing	100% 1943	100% 1943		X
15a. Dental supplies packed exclusively for use in the practice of dentistry	Unlimited	Unlimited	X	
16. Deodorants—dry, not for use on human body	100% 1943	100% 1943		X
17. Deodorants—liquid or paste, not for use on human body	100% 1943	100% 1943	X	
18. Dressings for industrial purposes. Belt dressings and similar preparations	100% 1943	100% 1943		X
19. Dyes	100% 1943	100% 1943	X	
20. Essential oils, distilled or cold pressed	Unlimited	Unlimited		X
21. Embalming fluid	100% 1943	100% 1943		X
22. Fire extinguisher fluids	100% 1943	100% 1943		X
23. Fumigants	150% 1943 (see note).	100% quota glass containers.		X
24. Fungicides, insecticides, disinfectants and livestock or agricultural solutions or sprays. No containers larger than 1 quart to be packed			X	
Note: Only new glass containers of one quart capacity and smaller may be included for purpose of computing quota in accordance with paragraph (g).				
25. Germicides	125% 1943	125% 1943		X
26. Graphite with liquid	100% 1943	100% 1943		X
27. Glycerine	100% 1943	100% 1943		X
28. Hand protective compounds (industrial protective only and only when packed in 8 oz. container or larger).	150% 1943	150% 1943		X
28a. Hydraulic brake fluid	Unlimited	Unlimited		X
29. Hypochlorite powders	125% 1943	125% 1943	X	
30. Inks	100% 1943	100% 1943	X	
31. Ink eradicators	100% 1943 (see note).	100% quota glass containers.	X	
32. Paints, clear (including shellac) except nitro-cellulose base paints: containers limited to quarts and smaller.				X
Note: Only new glass containers of one quart capacity and smaller may be included for purpose of computing quota in accordance with paragraph (g).				
33. Paints, pigmented except nitro-cellulose base paints; containers limited to one-half pints and smaller	100% 1943 (see note).	100% quota glass containers.		X
Note: Only new glass containers of one pint capacity and smaller may be included in computing quota under paragraph (g).				
34. Paint thinner, including turpentine, paint and varnish removers and linseed oil; excluding thinners for nitro-cellulose products; quart, pint and half-pint containers only.	100% 1943 (see note).	100% quota glass containers.		X
Note: Only new glass containers of one quart capacity and smaller may be included for purpose of computing quota under paragraph (g).				
35. Phenols	100% 1943	100% 1943	X	
36. Photographic supplies	100% 1943	100% 1943	X	
37. Poisons	100% 1943	100% 1943		X
38. Polishes, liquid. Furniture, auto, metal and floor polishes, quart and smaller containers only	100% 1943 (see note).	100% quota glass containers.		X
Note: Only new glass containers of one quart capacity and smaller may be included for purpose of computing quota under paragraph (g).				
39. Putty	100% 1943 (see note).	100% quota glass containers.		X
Note: Only new glass containers of one quart capacity and smaller may be included for purpose of computing quota under paragraph (g).				
40. Polishes not otherwise specified	75% 1943	75% 1943		X
41. Shoe and leather polishes, waxes, dyes, stains and dressings not including liquid or cream shoe white	125% 1943	125% 1943		X
42. Shoe white, liquid or cream	100% 1943	100% 1943		X
43. Soap, liquid or paste	100% 1943	100% 1943		X
44. Solvents—organic solvents and petroleum distillates	100% 1943	100% 1943		X
45. Synthetic resins	100% 1943	100% 1943		X
46. Waxes	100% 1943	100% 1943		X
47. Wood preservatives and/or fillers	100% 1943	100% 1943		X

Schedule IV—Cosmetics and Toiletries

Closures made of aluminum or blackplate rejects may be used without regard to quota.

Note: Schedule IV amended July 18, 1944.

Product	Calendar year packing quota glass	Calendar year packing quota closures	Closure material	
			Tinplate	Blackplate
1. Cosmetics, solid and semisolid types; such as face creams, hand creams, vanishing creams, deodorant and anti-perspirant creams and cream rouge.	100% 1943	85% quota glass containers.		X
2. Cosmetics and toiletries, fluid or powder; such as deodorants, antiperspirants, shampoos, hair tonics, hair dyes, wave solutions, hair rinses, after shave lotions, liquid soaps, perfumes, toilet waters, face and hand preparations, lotions, fingernail preparations.	100% 1943	50% quota glass containers.		X
3. Soaps, hand	100% 1943	100% quota glass containers.		X
4. Shaving cream	100% 1943	100% quota glass containers.		X

Schedule V—Miscellaneous Products

Closures made of aluminum or blackplate rejects may be used withoutregard to quota.

Product	Calendar year packing quota glass	Calendar year packing quota closures	Closure material	
			Tinplate	Blackplate
1. Artist supplies	100% 1943	100% quota glass containers.		X
2. Candle tumblers	Unlimited	None		
3. Dental floss	100% 1943	100% 1943		X
4. Lighter fluids	100% 1943	100% 1943		X
5. Oils, lubricating and machine. Motor oils to be packed in quarts only	100% 1943	100% 1943		X
6. Tobacco and snuff not including cigars and cigarettes	100% 1943	None		

Schedule VI—Beverages

(The rules set forth in this Schedule are controlling wherever they conflict with any other provisions of Order L–103–b. However, except as modified herein, all provisions of Order L–103–b are applicable)

Malt Beverages

Product: Malt beverages, including only beer, ale, porter, near beer and mixtures thereof.

Glass Containers

(a) *Glass container quota.* 100% of the number of new returnable glass containers which the packer accepted delivery of for malt beverages during 1943—less the number of quota exempt returnable glass containers which were accepted during the period between July 1, 1943 and December 31, 1943.

(b) *Exceptions from glass quota provisions.* In addition to his quota of glass containers for malt beverages, any packer may accept delivery of the following portion of the number of new or used glass containers used, or actually to be used, during the then current calendar year for delivering malt beverages to or for any of the persons listed under paragraph (p) of this order:

(1) *Export shipment.* The full amount of glass containers for delivering malt beverages to or for any such person for shipment to points outside the continental United States.

2. *Domestic consumption.* 8% of the full amount of glass containers for delivering malt beverages to or for any such person for use or distribution within the continental United States.

Closures

(c) *Closure quota (See Note 3).* 115% of the number of new metal closures used for malt beverages during 1943. (Quota exempt closures may not be included in base.)

(d) *Closure material.* (See Note 1) Blackplate (including rejects) as allocated; electrolytic waste-waste, and frozen plate. Hot dipped waste-waste may be used only to make malt beverage closures which are to be exported unused. The export of unused malt beverage closure to foreign countries is exempted from the limitations of paragraph (j) of this order.

No closures made of waste may be used in addition to quota, pursuant to paragraph (d) of Order L–103–b, except as follows:

(1) Closures made of used cans.

(2) Closures made of used closures and of discs produced in the ordinary course of manufacturing home canning screw bands.

(e) *Closure material for armed forces.* Closures for overseas shipments of malt beverages or closures for shipments unused to overseas bottling plants, when the beverage is for delivery to the United States Army or Navy, may be made of 0.50 lb. electrolytic tinplate of 1.03 basis weight.

Non-Alcoholic Beverages

Product. Non-alcoholic beverages, including only carbonated soft drinks; non-carbonated soft drinks; unflavored carbonated waters and unflavored naturally carbonated and still waters (See Note 2); drinks consisting of fruit juices, vegetable juices and combinations thereof, where less than 85% by weight of such drinks is pure fruit juice, vegetable juice, or a mixture thereof; and sterilized milk drinks made with powdered milk.

Glass Containers

(a) *Glass container quota.* 80% of the number of new glass containers which the packer accepted delivery of for non-alcoholic beverages during 1941.

(b) *Exceptions from glass quota provisions.* In addition to his quota of glass containers for non-alcoholic beverages, any packer may accept delivery of the following portion of the number of new or used glass containers used, or actually to be used, during the then current calendar year for delivering non-alcoholic beverages to or for any of the persons listed in paragraph (p) of this order.

(1) *Export shipment.* The full amount of glass containers for delivering non-alcoholic beverages to or for any such person for shipment to points outside the continental United States.

(2) *Domestic consumption.* 8% of the full amount of glass containers for delivering non-alcoholic beverages to or for any such person for use or distribution within the continental United States.

Closures

(c) *Closure quota (See Notes 2 and 3).* 115% of the number of new metal closures used for non-alcoholic beverages during 1943 (Quota exempt closures are not to be included in base).

(d) *Closure material (See Note 1).* Blackplate (including rejects) as allocated; electrolytic waste-waste, and frozen plate. Hot dipped waste-waste may be used only to make non-alcoholic beverage closures which are to be exported unused. The export of unused non-alcoholic beverage closures to foreign countries is exempted from the limitations of paragraph (j) of this order.

No closures made of waste may be used in addition to quota, pursuant to paragraph (d) of Order L–103–b except as follows:

(1) Closures made of used cans.

(2) Closures made of used closures and of discs produced in the ordinary course of manufacturing home canning screw bands.

(e) *Closure material for armed forces.* Closures for overseas shipments of non-alcoholic beverages or closures for shipments unused to overseas bottling plants, when the beverage is for delivery to the United States Army or Navy, may be made of 0.50 lb. electrolytic tinplate of 1.03 basis weight.

Wines

Product. Wines.

Glass container quota. 100% of 1943.

Closure quota. 50% quota glass containers.

Closure material. Blackplate within quota. Closures made of aluminum or blackplate rejects may be used without regard to quota.

Distilled Spirits

Product. Distilled spirits, including cordials.

Glass container quota. 100% of 1943.

Closure quota. 50% quota glass containers.

Closure material. Blackplate within quota. Closures made of aluminum or black-

plate rejects may be used without regard to quota.

NOTE 1: Permission to accept delivery of used cans made of tinplate or of sheets recovered from such cans or of tinplate slitter or shear trimmings, lithographing lay sheets and discs must be obtained in accordance with Conservation Order M-325.

NOTE 2: Except with regard to items listed in Schedule II, no new metal closures shall be affixed to glass containers smaller than 12 fl. oz. for packing unflavored carbonated natural or mineral waters unless such glass containers were manufactured on or before June 1, 1942.

NOTE 3: No person other than a jobber purchasing for resale shall accept delivery of malt beverage or non-alcoholic beverage closures which would increase his inventory beyond 30% of his 1944 quota of such closures plus the number of closures used in the preceding three calendar months for purposes described in paragraph (p) of this order. This restriction does not apply to closures made of waste materials described in paragraphs (d) (1) and (2) of this schedule.

SCHEDULE VII—HOME CANNING CLOSURES

No manufacturer of glass containers shall ship any jars with 70 mm. screw finish, intended for home canning unless at least 40% of such jars shipped during each calendar month are delivered as a unit, consisting of the jar and a "glass lid closure" packed together. A "glass lid closure" is one consisting of a glass lid, a screw band and a top seal jar ring.

Description of closure	Manufacturer's quota	Closure material indicated by X			
		0.50 tinplate	Wire bails	Zinc	Blackplate
1. Top seal metal lids, 70 mm	Unlimited	X			
2. Bands for 70 mm. top seal metal lids	Unlimited	X			
3. Bands for use with 70 mm. glass lids	Unlimited	X			
4. Lightning type	Unlimited		X		
5. Top seal metal lids, smaller than 70 mm	Unlimited	X			
6. One piece metal closures, 70 mm. shoulder seal type.	Unlimited	X			
7. One piece metal closures, 70 mm. top seal type	Unlimited	X			
8. Top seal metal lids larger than 70 mm	From October 1, 1943 to September 30, 1944—6% of production of 70 mm. lids from October 1, 1942 to September 30, 1943.	X			
8a. Bands for top seal metal lids larger than 70 mm	25% of 1944 quota for top seal metal lids larger than 70 mm.	X			
9. Zinc Mason P/L closures, 70 mm	60% 1941 production			X	
10. Jelly glass lids	Unlimited				X

INTERPRETATION 1: Revoked Jan. 4, 1944.

INTERPRETATION 2

GLASS CONTAINER AND CLOSURE QUOTAS

Paragraph (g) sets forth the method for computing a packer's quota of new glass containers or new metal closures. The first step in the process (subparagraph (1) of paragraph (g)) is to take the number of new glass containers or new metal closures used or accepted for packing that product during the named base period. In arriving at this number a packer may not include more containers or closures than he was permitted to accept or use under the provisions of the applicable order in existence at the time. New glass containers or new metal closures accepted or used pursuant to the grant of an appeal are properly included in making the computation. (Issued Apr. 3, 1944.)

Interpretation 3

A caterer or restaurateur, who fills glass containers with food which is ready for consumption, for the purpose of delivering it to a plant to be served in in-plant feeding operations, is not a packer within the meaning of the term as defined in paragraph (x) (2) of this order and therefore not subject to the restrictions contained in it. He may properly use the certification contained in Exhibit A in placing his purchase orders if the glass containers are to be used for this purpose only. (Issued May 15, 1944.)

[F. R. Doc. 44-10683; Filed, July 18, 1944; 11:26 a. m.]

PART 3270—CONTAINERS

[Supplementary Order L-103-b, Revocation of Direction 1]

PACKING OF GOOSEBERRIES

Direction 1 to Supplementary Order L-103-b, issued May 30, 1944, is hereby revoked. This revocation does not affect any liabilities incurred under the direction. The direction is superseded by Supplementary Order L-103-b as issued simultaneously with this revocation.

Issued this 18th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10688; Filed, July 18, 1944; 11:27 a. m.]

PART 3270—CONTAINERS

[Conservation Order M-81, Direction 4, as Amended July 18, 1944]

EXPERIMENTAL USE OF ALUMINUM FOR CANS

The following amended direction is issued pursuant to Conservation Order M-81:

(a) *Purpose.* The War Production Board has made available aluminum to be used for experimental purposes during the third quarter of 1944 in the manufacture of cans, and it may be used in accordance with the following provisions:

(b) *Use of aluminum.* During the third quarter of 1944 aluminum may be used in the manufacture of cans and these cans may only be used in the sizes specified for the packing of the following products (where no size is specified, any size is permitted):

1. Baking Powder (2 lb. and up)
2. Lard and shortening (50 lb. size).
3. Malted Milk Powder (5 lb. and up)
4. Tobacco (8 oz. and 16 oz. only)
5. Snuff
6. Tooth Powder
7. Cereal Beverages and soluble coffee
8. Cocoa
9. Ointment & Salve Boxes
10. Tablet Boxes
11. Pretzels, Crackers, Biscuits & Potato Chips (12⅞ x 14½" and larger)

(c) *Other products.* Container manufacturers who do not make containers for any product listed in Paragraph (b) may apply for an allotment of aluminum to make an experimental run of cans to pack any other product.

(d) *Filing applications.* Application for permission to use aluminum for the purposes stated in Paragraphs (b) and (c) shall be made by letter stating the product to be packed and the tonnage of steel used to make cans for that product in 1941, and shall be accompanied by a CMP 4-B application requesting an allotment of aluminum for that purpose. They shall be filed before July 10, 1944 with the Containers Division, War Production Board, Washington 25, D. C., even though the applicant has been notified that his CMP case has been transferred to the field office. An allotment of aluminum on such application shall constitute authorization for any packer to use the cans made therefrom for packing the stated product.

(e) *Non-interference with war production.* In processing applications under this Direction the War Production Board will be guided by the policy that production in any one plant or labor requirements for that production, shall not interfere with war production in that plant or any other plant located in the same area.

Issued this 18th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10673; Filed, July 18, 1944; 11:25 a. m.]

PART 3291—CONSUMERS DURABLE GOODS[1]

[Limitation Order L-71, as Amended July 18, 1944]

DRY CELL BATTERIES AND PORTABLE ELECTRIC LIGHTS OPERATED BY DRY CELL BATTERIES

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of materials and certain facilities used in the production of dry cell batteries, zinc shells for dry cell batteries and portable electric lights for defense for private account and for export and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

Section 3291.125[1] *Limitation Order L-71* is amended to read as follows:

§ 3291.125[1] *Limitation Order L-71*—(a) *Definitions.* For the purpose of this order:

(1) "Circular C435" means Circular C435 of the National Bureau of Standards, issued February 18, 1942, entitled "American Standard Specification for Dry Cells and Batteries."

(2) "Dry cell battery" means any primary cell or assembly of cells in which the electrolyte is nonspillable and in which electric current is produced by electrochemical action.

(3) "Portable electric light" means any flashlight or other portable electric light operated by one or more dry cell batteries. It does not include bulbs, dry cell batteries, electric flares covered by L-158, aviation ground lighting equipment covered by L-235, aircraft lighting

[1] Formerly Part 1142, § 1142.1.

equipment covered by L-327, or devices specifically designed and built for use in military operations, marine navigation or lifesaving.

(4) "Manufacturer" means any person engaged in the business of making or assembling dry cell batteries, zinc shells for dry cell batteries or portable electric lights.

(b) *Restrictions on use of materials in the manufacture of portable electric lights.* No manufacturer shall use any metal or crude, reclaimed or synthetic rubber in the manufacture of portable electric lights or parts for portable electric lights, except

(1) Iron and steel. (No steel may be used except tin mill blackplate rejects and wasters).

(2) Aluminum for reflectors only.

(3) Copper and copper base alloy for plating current carrying parts other than cases.

(4) Tin in solder.

(5) Zinc for plating, electrical contact fittings and reflectors.

(6) Crude, reclaimed or synthetic rubber as permitted by Rubber Order R-1.

(c) *General restrictions on production and delivery.* (1) No manufacturer shall make or deliver any dry cell batteries or portable electric lights except according to a quota authorized by the War Production Board on Form WPB-2719 (formerly PD-880).

(2) Each manufacturer must file this form with the War Production Board on or before the 10th day of March, June, September and December, showing his proposed production and delivery.

(3) Manufacture of portable electric lights will be authorized to qualified manufacturers so that total production will not exceed the approved War Production Board program and so that production in any one plant or labor requirements therefor will not interfere with the war production in that plant or in any plant located in the same area.

(4) The War Production Board when assigning quotas on Form WPB-2719 (formerly PD-880) or at any other time, may direct any manufacturer in writing to distribute specified amounts of his production for certain purposes or for certain end uses. If at any time the War Production Board finds that the supply of zinc shells for the production of dry cell batteries authorized under paragraph (c) (1) is not sufficient to complete that production, it may direct any manufacturer of dry cell batteries to reduce or cancel his orders for zinc shells, or it may limit the number and type of zinc shells which may be received and used by such manufacturer.

(d) *Special restrictions on delivery.* (1) No manufacturer shall sell any new portable electric lights except to fill orders rated AA-5 or higher.

(2) No person shall resell any new portable electric lights which he bought from a manufacturer after July 18, 1944, except to fill orders rated AA-5 or higher or orders certified under Priorities Regulation No. 19 as amended from time to time.

(3) No manufacturer shall sell any dry cell batteries knowing or having reason to believe that they will ultimately be used in a radio set designed primarily for the reception of broadcasts on standard wave lengths 550 to 1500 KC, except (i) Batteries having cells designated "D" in Table 1 of Circular C435 with modifications as permitted in section 2.2 of that circular, or larger sized cells than those designated "D", (ii) "C" batteries as described in Table 8 of Circular C435.

(e) *Special exemptions.* The restrictions contained in paragraphs (b) and (d) do not apply to the manufacture or sale of dry cell batteries or portable electric lights made to fill specific orders calling for delivery to or for the account of the Army, Navy, Maritime Commission, War Shipping Administration, Office of Scientific Research and Development, Panama Canal, Coast and Geodetic Survey, or orders approved by the Maritime Commission on Form WPB-646 (formerly PD-300).

(f) *Applicability of other orders and regulations.* This order and all transactions affected by this order are subject to the applicable regulations of the War Production Board. If any other orders of the War Production Board limits the use of any material in the production of dry cell batteries or portable electric lights to a greater extent than does this order, the other order shall govern unless it states otherwise.

(g) *Appeal.* Any appeal from the provisions of this order shall be filed on Form WPB-1477 in triplicate with the field office of the War Production Board for the district in which is located the plant or branch of the appellant to which the appeal relates.

(h) *Violations.* Any person who wilfully violates any provisions of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making, or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(i) *Communications.* All reports required to be filed hereunder, and all communications concerning this order shall, unless otherwise directed, be addressed to the War Production Board, Consumers Durable Goods Division, Washington 25, D. C., Ref: L-71.

(j) *Reports.* All persons affected by this order shall execute and file with the War Production Board such reports as the War Production Board may specify from time to time, subject to the approval of the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

Issued this 18th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10679; Filed, July 18, 1944; 11:26 a. m.]

PART 3291—CONSUMERS DURABLE GOODS

[Limitation Order L-71, Direction 1]

DISTRIBUTION OF FLASHLIGHT CASES ON WPB-547 ORDERS

The following direction is issued pursuant to Limitation Order L-71:

For the calendar quarter ending September 30, 1944 the War Production Board has issued authorizations to manufacturers on Form WPB-2719 for the production of flashlight cases under the following agency classifications:

1. Army.
2. Navy.
3. Maritime Commission and War Shipping Administration.
4. Export.
5. Post Exchanges and Ship Service Stores.
6. All others covered by preference ratings.

Each manufacturer who has received an authorization under classification 6 is hereby directed to reserve out of his production, 45% of the number of flashlight cases produced by him under this classification, for delivery only against orders bearing a preference rating assigned on Form WPB-547. The remaining 55% of his production under classification 6 shall be delivered against other orders rated AA-5 or higher.

To the extent any manufacturer may have on hand on October 15, 1944 any flashlight cases which he is unable to deliver by reason of this direction, request should be made in writing to the War Production Board for further instructions as to deliveries.

Issued this 18th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10680; Filed, July 18, 1944; 11:26 a. m.]

PART 3293—CHEMICALS

[General Allocation Order M-300, Appendices A, B, and C, as Amended July 18, 1944]

CHEMICAL AND ALLIED PRODUCTS

Appendices A, B, and C of General Allocation Order M-300 (§ 3293.1000) are amended to read as follows:

APPENDIX A—ALLOCATION USING FORMS WPB-2945 AND WPB-2946

Material (1)	Schedule (2)	Customers' (including suppliers seeking to purchase) filing date (WPB-2945) (3)	Suppliers' filing date (WPB-2946) (4)	Small order exemption per allocation period. ("u" indicates use restriction in schedule; "c" indicates small order certificate required by schedule.) (5)	Report on Form WPB-3442 (6)	Initial allocation date and allocation period. (* indicates consumers stocks on initial allocation date are not exempt.) (7)
Anhydrous hydrofluoric acid.	4 (am'd 6-1-44)	15th	20th	5 tons	None	3-1-44, month.
Barium chemicals: Barium chloride Barium carbonate	31 (issued 6-20-44)	10th	20th	1,000 lbs. 1,000 lbs.	None	7-1-44, month.
Benzaldehyde	7 (issued 3-15-44)	15th	20th	50 lbs.	None	4-1-44, month.
Benzene	22 (issued 6-1-44)	10th	15th	One drum (55 gal.)	None	*7-1-42, month.
DDT	25 (issued 6-15-44)	10th	20th	1 lb.	None	1-1-44, month.
Formaldehyde Paraformaldehyde	9 (issued 4-6-44)	15th (10th if supplier not producer).	20th	10,000 lbs. (37% sol.) 3,000 lbs.	None	3-1-43, month.
Glycol ethers: (1) Monobutyl ether of ethylene glycol. (2) Monomethyl ether of ethylene glycol. (3) Monoethyl ether of ethylene glycol. (4) Monoethyl ether of diethylene glycol.	36 (issued 7-11-44)	20th	25th	(1) 4,000 lbs. (2) 2,150 lbs. (3) 4,100 lbs. (4) 2,300 lbs.	None	8-1-44, month.
Hexamethylenetetramine	10 (issued 4-6-44)	15th	20th	10,000 lbs.	None	3-1-43, month.
Hide glue, extracted bone glue and green bone glue.	8 (issued 3-22-44)	15th	20th	1,200 lbs. of hide and extracted bone glue, and 6,000 lbs. of green bone glue per quarter.	Yes	4-1-44, quarter.
Isopropyl alcohol	12 (amended 6-12-44)	15th	20th	270 gals.	None	7-1-42, month.
Metallic sodium	16 (issued 5-5-44)	10th	20th	100 lbs.	None	12-1-43, month.
Methyl isobutyl ketone	24 (issued 6-20-44)	15th	20th	54 gals.	None	6-1-43, month.
Nicotinic acid	1 (issued 2-11-44)	15th	20th	One kilogram	None	5-4-43, month.
Pentaerythritol	11 (issued 4-6-44)	15th	20th	100 lbs.	None	3-1-43, month.
Phosphorus	30 (issued 6-20-44)	15th	20th	10,000 lbs.	None	10-1-42, month.
Pine tar	14 (issued 4-18-44)	15th	20th	5 gals.	None	5-1-44, month.
Polystyrene Polydichlorostyrene.	19 (issued 5-5-44)	15th	22d	(100 lbs. (5 lbs.	None	(5-1-43. (6-1-44, month.
Toluene (toluol)	21 (issued 6-1-44)	10th	15th	60 gals. per 12 mo. for laboratories only.	None	*2-1-42, month.
Urea and melamine aldehyde molding compounds.	35 (issued 7-10-44)	8th	13th	2,000 lbs. urea compounds, 2,000 lbs. melamine compounds, and free samples.	None	7-1-43, month.
Xylene (xylol)	23 (issued 6-1-44)	10th	15th	One drum (55 gals.)	None	*7-1-44 (10-1-42 for types then under M-150), month.

APPENDIX B—ALLOCATION USING SUPPLIERS' FORM WPB-2947 WITH CUSTOMERS' USE CERTIFICATES

Material 1	Schedule 2	Suppliers' filing date (WPB-2947) 3	Small order exemption per allocation period.—No certificate required ("u" indicates use restriction in schedule) 4	Report on Form WPB 3442 5	Initial allocation date and allocation period 6
Acrylic monomer and resin.	17 (amended 7-6-44).	15th	Cast sheet 50 sq. ft. Molded sheet 50 sq. ft. Molding powder 100 lbs. Cast shapes 50 lbs. Tube 25 lbs. Rod 25 lbs. Solution 400 lbs. (1 bbl.) Emulsion 400 lbs. (1 bbl.) Monomer 10 gals. (80 lbs.) Granular polymers 100 lbs.	None	1-1-43, month.
Ammonium silicofluoride.	29 (issued 6-12-44)	20th	None (exemption by class of use).	Yes	7-1-44, month.
Dipentene	13 (issued 4-17-44)	20th	5 gals	Yes	5-1-44, month.
Higher aliphatic alcohols: (1) Capryl alcohol (2) Octanol (3) Normal octanol (4) Normal decanol (5) Lauryl alcohol (6) Oleyl alcohol (7) Mixed	33 (issued 7-8-44)	20th	(1) 70 lbs. (2) 370 lbs. (3) 50 lbs. (4) 50 lbs. (5) 360 lbs. (6) 40 lbs (7) 50 lbs.	None	9-1-43 except for capryl (7-1-42) and oleyl (8-1-44), month.
Peroxygen chemicals: Hydrogen peroxide. Sodium peroxide. Sodium perborate.	5 (issued 2-28-44)	20th	600 lbs. 75 lbs. 25 lbs.	Yes	4-1-44, month.
Styrene Dichlorostyrene.	18 (issued 5-5-44)	20th	375 lbs. 5 lbs.	None	6-1-42. 6-1-44, month.
Urea and melamine aldehyde resins.	34 (issued 7-10-44)	20th	10,000 lbs. (total of all kinds).	None	7-1-43, month.

APPENDIX C—ALLOCATION USING FORM WPB-2947 FOR SUPPLIERS WITH CUSTOMERS' FORM WPB-2945 FOR LARGE ORDERS AND USE CERTIFICATES FOR INTERMEDIATE ORDER

Material (1)	Schedule (2)	Customers' applications: On Form WPB-2945, filing date and quantities per allocation period from all suppliers (3)	Customers' applications: Use certificate quantities per allocation period from all suppliers (4)	Small order exemption per allocation period. ("u" indicates use restriction in schedule; "c" indicates small order certificate required by schedule) (5)	Suppliers' filing date (WPB-2947) (6)	Report on Form WPB-3442 (7)	Initial allocation date and allocation period (*indicates consumers' stocks on initial allocation date are not exempt) (8)
Acetic acid Acetic anhydride Acetaldehyde	26 (issued 6-12-44)	15th—more than: 27,000 lbs. 27,000 lbs. 27,000 lbs.	Between: 2,250–27,000 lbs. 1,920–27,000 lbs. 1,950–27,000 lbs.	2,250 lbs. 1,920 lbs. 1,950 lbs.	20th	None	9-1-43, 11-1-42, 9-1-43, month.
Acetylene black	28 (issued 6-12-44)	10th—carload or more	Between 25 lbs. and carload.	25 lbs.	20th	None	7-1-44, month.
Carbon black (furnace type and channel type).	32 (issued 7-6-44)	15th—over 20,000 lbs.	Between 100 and 20,000 lbs.	100 lbs.	20th	None	*11-1-42 for furnace type, 8-1-44 for channel type, month.
Citric Acid	6 (issued 2-28-44)	1st—15,000 lbs. or more	Between 440-15,000 lbs.	440 lbs. per quarter.	10th	On Form WPB-2772 instead.	7-1-43, quarter.
Glycols: Ethylene glycol Propylene glycol Diethylene glycol Triethylene glycol Mixed glycols	15 (issued 5-5-44)	12th—more than: 75,000 lbs. 10,000 lbs. 7,500 lbs. 2,600 lbs. 5,000 lbs.	Between: 5000–75,000 lbs. 950–10,000 lbs. 1000–7,500 lbs. 600–2,600 lbs. 1000–5,000 lbs.	5000 lbs. 950 lbs. 1000 lbs. 600 lbs. 1000 lbs.	19th	None	10-1-42, month.
Hexahydric alcohols: d-sorbitol crystalline Technical grade d-sorbitol (75% aqueous sol.). Commercial grade non-crystalline sorbitol-isomine mixtures. Mannitol-crystalline	20th (issued 6-1-44)	12th more than: 1000 lbs. 6000 lbs. 6000 lbs. 1000 lbs.	Between: 25-1000 lbs. 50-6000 lbs. 600-6000 lbs. 50-1000 lbs.	25 lbs. 50 lbs. 600 lbs. 50 lbs.	20th	None	12-15-42, month.
Thiamine hydrochloride	3 (issued 2-11-44)	15th 2000 grams or more.	Between 100-2000 grams.	100 grams	20th	None	5-4-43, month.

Issued this 18th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10687; Filed, July 18, 1944; 11:25 a. m.]

Subchapter C—Director, Office of War Utilities

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 4500—POWER, WATER, GAS AND CENTRAL STEAM HEAT

[Utilities Order U–1, Direction 2]

The following direction is issued pursuant to Utilities Order U–1:

(a) *What this direction does.* This direction makes applicable the simplified procedures provided for in the June 1944 revision of application form WPB–2774, to authorizations issued to producers on form WPB–2774 before the revised application form came into use.

(b) *Provisions applicable to certain WPB–2774 authorizations.* Except as noted in paragraph (d) below, the following special provisions are hereby made applicable to all WPB–2774 authorizations issued to electric, water, gas, or central steam heat producers and in effect on June 10, 1944, even though contrary provisions appear on the face of such authorizations:

(1) The applicant may use for the job authorized in his approved WPB–2774 application only materials and equipment of the kind, type, size and capacity listed in section III of his application and approved by the War Production Board, but he may use such materials and equipment in quantities required, irrespective of the quantities authorized on WPB–2774, except that transformers, poles, crossarms and meters must not be used in quantities which exceed those specifically approved on the application. No change may be made in the kind, type, size, and capacity of the materials and equipment listed in section III of the application and approved by the War Production Board, unless an amendment is filed and specific approval obtained. Nor may more materials and equipment be used than are required for the construction, installation or purchase authorized.

(2) The applicant is authorized to use the abbreviated allotment number U–2 for the purchase of controlled materials and Class A products to the extent authorized for use by paragraph (b) (1) above, except for purchase of:

(i) Carbon steel for jobs for which more than 100 tons of carbon steel have been allotted for all quarters;

(ii) Copper wire and cable for jobs for which more than 10,000 pounds of copper wire and cable have been allotted for all quarters; and

(iii) Aluminum wire and cable for jobs for which more than 5,000 pounds of aluminum wire and cable have been allotted for all quarters.

Where specific allotments of these three materials have been made in quantities which exceed the quantities indicated, these specific allotments remain in force, subject to the provisions of CMP Regulation 6 and the authorization under which the allotment was made.

(3) Producers are hereby authorized, without making a formal return to the War Production Board, to cancel on their books controlled materials balances remaining from specific allotments other than those which remain in force under paragraph (b) (2) above.

(4) The preference rating AA–3 is hereby assigned for the purchase of quantities of equipment and materials (other than controlled materials) additional to those rated for purchase in the approved application, to the extent that such additional quantities are authorized for use by paragraph (b) (1) above; except that the rating must not be used to purchase transformers, poles, crossarms and meters in quantities which exceed those specifically rated for purchase on the application.

(5) The abbreviated allotment number and preference rating assigned herein may not be used to order materials and equipment available in the applicant's inventory in excess of a practical working minimum. The allotment number and preference rating may be used to replace materials and equipment in inventory, but only to the extent that inventory has been reduced below a practical working minimum, or to the extent that the applicant is permitted to replace the item used in accordance with the "short item" procedure of Utilities Order U–1.

(6) The abbreviated allotment number and preference rating assigned herein must not be used to order materials and equipment earlier or in greater quantity than is required for the construction, installation or purchase authorized.

(7) Orders for controlled materials placed pursuant to this direction must show the abbreviated allotment number U–2 and must specify the month in which delivery is requested. Orders for Class A products shall be placed as provided in Direction 4, CMP Regulation 6. Orders for materials and equipment other than controlled materials to which the preference rating assigned herein is applied must also show the abbreviated allotment number U–2 for identification purposes.

(c) *Clearance with regional utility engineers.* The provisions of this direction do not relieve producers from compliance with paragraph (m) of Utilities Order U–1.

(d) *Cases to which paragraph (b) does not apply.* The provisions of paragraph (b) above do not apply to authorizations which were revoked or on which all authorized work was completed prior to the effective date of this direction. Nor do such provisions set aside or supersede any specific exceptions or conditions which were made in the blank space below Section V of any approved WPB–2774 application.

(e) *Section headings on WPB–2774.* References herein to "section III" and "section V" of form WPB–2774 may be considered to mean "section C" and "section E" respectively on an edition of Form WPB–2774 prior to that of February 21, 1944.

Issued this 18th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10686; Filed, July 18, 1944; 11:27 a. m.]

Chapter XI—Office of Price Administration

PART 1341—CANNED AND PRESERVED FOODS

[MPR 306,[1] Amdt. 32]

WHOLE UNPEELED APRICOTS

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.*

Section 1341.583 (b) (7) is amended by adding the following undesignated paragraph:

However, sales by processors to government procurement agencies of whole unpeeled apricots, packed in No. 10 cans, with a drained weight of 90 ounces or more per can, which are not required to meet their quotas under War Food Order 22–6, are not subject to maximum prices.

This amendment shall become effective July 17, 1944.

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.
Acting Administrator.

[F. R. Doc. 44–10600; Filed, July 17, 1944; 4:54 p. m.]

PART 1429—POULTRY AND EGGS

[RMPR 269,[1] Amdt. 31]

POULTRY

A statement of the considerations involved in the issuance of this Amendment No. 31, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Revised Maximum Price Regulation 269 is amended in the following respects:

1. The weights and maximum base prices as established in Table A of § 1429.19 for "light", "medium" and "heavy" "young turkeys" and "light", "medium" and "heavy" "old turkeys" are amended to read as follows:

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 16896, 17224, 17295, 17482; 9 F.R. 267, 96, 1710, 2237, 4349, 5075, 6109, 7503, 7833.

Food products			Eastern basing point						Western basing point cities									
	Weight		Chicago						New York						Pacific Coast—Los Angeles, San Francisco, Seattle, and Portland					
Type	Live; Dressed; kosher killed; kosher killed, and plucked	Drawn; frozen eviscerated	Live	Dressed	Kosher killed	Kosher dressed and plucked	Drawn	Frozen eviscerated	Live	Dressed	Kosher killed	Kosher dressed and plucked	Drawn	Frozen eviscerated	Live	Dressed	Kosher killed	Kosher dressed and plucked	Drawn	Frozen eviscerated
Young turkeys:																				
Light	All weights	Under 13	34.3	42.0	41.0	42.5	50.5	53.5	35.3	43.0	42.0	43.5	51.5	54.5	34.3	42.0	41.0	42.5	50.5	53.5
Medium	All weights	13 to 16½	34.3	42.0	41.0	42.5	49.5	52.5	35.3	43.0	42.0	43.5	50.5	53.5	34.3	42.0	41.0	42.5	49.5	52.5
Heavy	All weights	16½ and up	34.3	42.0	41.0	42.5	48.5	51.5	35.3	43.0	42.0	43.5	49.5	52.5	34.3	42.0	41.0	42.5	48.5	51.5
Old turkeys:																				
Light	All weights	Under 13	32.3	40.0	39.0	40.5	48.0	51.0	33.3	41.0	40.0	41.5	49.0	52.0	32.3	40.0	39.0	40.5	48.0	51.0
Medium	All weights	13 to 16½	32.3	40.0	39.0	40.5	47.0	50.0	33.3	41.0	40.0	41.5	48.0	51.0	32.3	40.0	39.0	40.5	47.0	50.0
Heavy	All weights	16½ and up	32.3	40.0	39.0	40.5	46.5	49.5	33.3	41.0	40.0	41.5	47.5	50.5	32.3	40.0	39.0	40.5	46.5	49.5

2. Section 1429.19 (h) (1) (v) is added to read as follows:

(v) *Permitted increases to prices established in Table A for live and processed turkey items during July, August, September and October 1944.* The following additions shall be made to the maximum base prices during the months of July, August, September and October 1944, as indicated below, for the corresponding turkey items in Table A of Section 1429.19 of this regulation. These increases may not be added cumulatively, but, rather, each addition establishes the total amount which may be added for sales and deliveries during the month indicated.

(Figures are in cents per pound)

Permitted increases to—	Turkey Items Sold During			
	July	August	September	October
Maximum base prices for live turkeys	1.0	1.0	1.0	0.5
Maximum base prices for any processed turkey item [1]	2.0	2.0	2.0	1.0

[1] (a) For the increases here indicated, processed turkeys must be hard frozen and dry packed in standard veneer turkey boxes, wire bound, or standard sawed lumber turkey boxes, wire bound, except that standard fibre turkey boxes, wire bound, may be used for frozen eviscerated turkeys. The term "standard turkey box" as used hereinafter shall be deemed to mean these two types of boxes.

(b) If items are dry packed in standard turkey boxes, wire bound, but not hard frozen, deduct ¼ cent per pound.

(c) If items are dry packed hard frozen in containers other than standard turkey boxes, wire bound, deduct ½ cent per pound.

(d) If items are dry packed not hard frozen in containers other than standard turkey boxes, deduct ¾ cent per pound.

(e) If items are ice or wet packed, deduct 1 cent per pound.

(f) If items are sold and delivered in loose form, deduct 1½ cents per pound.

The additions permitted by this subdivision shall be in effect only during the months above set out and shall terminate and become ineffective immediately after the last day of October 1944, or upon the suspension or revocation of any Embargo Order issued by the War Food Administration limiting sales of turkey items to the United States Government or any of its agencies, should such suspension or revocation occur earlier.

This amendment shall become effective July 20, 1944.

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

Approved: July 13, 1944.

GROVER B. HILL,
Acting War Food Administrator.

[F. R. Doc. 44–10596; Filed, July 17, 1944; 11:51 a. m.]

*Copies may be obtained from the Office of Price Administration.

[1] 7 F.R. 10708, 10864, 11118; 8 F.R. 567, 856, 878, 2289, 3316, 3419, 3792, 6736, 9299, 10940, 11691, 13202, 13303, 14016, 1528, 14854, 15190, 16793; 9 F.R. 95, 612, 902, 96, 1036, 1941, 3233, 3345, 4356, 5695.

PART 1499—COMMODITIES AND SERVICES

[Rev. SR 11 to GMPR, Amdt. 52]

LEASING OF TRUCKS BETWEEN CARRIERS

A statement of considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

The last undesignated paragraph of § 1499.46 (b) (142) is deleted so that subparagraph (142) shall read as follows:

(142) Leasing of trucks between carriers pursuant to directions of the Office of Defense Transportation under the provisions of its Administrative Order ODT 10, issued March 10, 1944, General Order ODT 3, Revised, as amended March 10, 1944 and General Order ODT 17, as amended March 10, 1944. This exemption applies only to the compensation charged between carriers for the rental of the truck, and does not extend to any other type of truck rental or to the rates which the lessee may charge the shipper.

This amendment shall become effective July 17, 1944.

(56 Stat. 23, 765, Pub. Law 151, 78th Cong.; E.O. 9328, 7 F.R. 4681)

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10607; Filed, July 17, 1944; 4:49 p. m.]

PART 1347—PAPER, PAPER PRODUCTS, RAW MATERIALS FOR PAPER AND PAPER PRODUCTS, PRINTING AND PUBLISHING

[MPR 266,[1] Amdt. 9]

CERTAIN TISSUE PAPER PRODUCTS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation 266 is amended in the following respects:

1. Section 1347.515 (b) (2) is amended to read as follows:

(2) *F. o. b. mill basis.* Where shipments of toilet tissue are made on an f. o. b. mill basis the manufacturer's maximum price, which in no event shall exceed the prices charged by the manufacturer for deliveries during March 1942, shall be a price computed in accordance with the provisions of either:

(i) Paragraph (a) (1) of this section less the sum of $0.60 per cwt., or

(ii) Paragraph (b) (1) (i) of this section less the sum of $0.50 per cwt.

On shipments to the Army, Navy or Lend-Lease Administration freight charges to the point of delivery may be added to the resulting f. o. b. mill price. On shipments to all other persons freight charges to the point of delivery may be added to the resulting f. o. b. mill price provided that in no event shall such maximum price, including freight charges, exceed the maximum delivered price which would apply at the given destination.

2. Section 1347.516 (b) (3) is amended to read as follows:

(3) *F. o. b. mill basis.* Where shipments of paper towels are made on an f. o. b. mill basis the manufacturer's maximum price, which in no event shall exceed the price charged by the manufacturer for deliveries during March 1942, shall be a price computed in accordance with the provisions of either:

(i) Paragraph (a) (1) of this section less the sum of $0.60 per cwt., or

(ii) Paragraph (b) (1) (i) of this section less the sum of $0.50 per cwt.

[1] 7 F.R. 9335, 10714; 8 F.R. 531, 2431, 4131, 7383; 9 F.R. 4090.

On shipments to the Army, Navy or Lend - Lease Administration freight charges to the point of delivery may be added to the resulting f. o. b. mill price. On shipments to all other persons freight charges to the point of delivery may be added to the resulting f. o. b. mill price provided that in no event shall such maximum price, including freight charges, exceed the maximum delivered price which would apply at the given destination.

This amendment shall become effective July 24, 1944.

Issued this 18th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10647; Filed, July 18, 1944; 11:30 a. m.]

PART 1351—FOOD AND FOOD PRODUCTS

[MPR 53,[1] Amdt. 30]

FATS AND OILS

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

Section 4.1 is amended to read as follows:

SEC. 4.1 *Maximum prices.* The maximum prices of peanut oil shall be the following prices:

(a) Crude peanut oil f. o. b. mill in tankcars:

	Cents per pound
California (except Los Angeles)	13.50
Los Angeles, California	13.775
Chicago, Illinois	13.50
Arizona and Virginia	13.25
Tennessee	13.125
Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, New Mexico, North Carolina and South Carolina	13.00
Texas and Oklahoma	12.875

(1) These crude peanut oil maximum prices shall be adjusted on a 5 percent settlement basis as provided in Rule 142 of the 1942–1943 Rules of the National Cottonseed Products Association, Inc.

(2) The usual or normal location differentials shall continue to apply.

This amendment shall become effective July 24, 1944.

Issued this 18th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10648; Filed, July 18, 1944; 11:31 a. m.]

PART 1358—TOBACCO

[MPR 500,[2] Amdt. 1]

BURLEY TOBACCO (TYPE NO. 31) OF THE 1943 CROP

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation No. 500 is amended in the following respects:

1. Section 1 is amended to read as follows:

SECTION 1. *Explanation of regulation.* The purpose of this regulation is to establish maximum prices for sales and purchases of, and for certain services performed with respect to, the 1943 crop of Burley tobacco. Specific dollars-and-cents maximum prices are fixed for sales and purchases of specified grades of the tobacco on the warehouse floor, for sales by and purchases from dealers and for services performed by dealers for purchasers of the tobacco. The maximum prices and the corresponding grades of the tobacco are set forth in paragraph (a), section 2 of the regulation, and the maximum prices which dealers may charge for their services are set forth in paragraph (c) of that section.

The maximum prices established are not applicable to sales or purchases of, or to services performed with respect to, any crop prior to 1943. Maximum prices for the 1942 crop of this tobacco are established by Maximum Price Regulation No. 283,[1] as amended.

2. Section 2 (c) (4) is redesignated section 2 (c) (5) and section 2 (c) (4) is added to read as follows:

(4) *Dealer's maximum price for services performed by hand on drop leaves.* The maximum price a dealer may charge for his services in hand-stemming, hand-picking, sand-screening, redrying and packing drop leaves shall be $9.00 per hundredweight (finished weight), plus the actual cost to him of any hogshead or other packing materials furnished by the dealer.

"Drop leaves" refers to Burley tobacco leaves, including broken leaves and scraps, resulting from the handling of tied tobacco in receiving rooms, hanging rooms, packing rooms, green storage, or elsewhere and which are hand-stemmed, hand-picked, sand-screened, redryed and packed by the dealer separately from tied Burley tobacco.

This amendment shall become effective July 24, 1944.

Issued this 18th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10649; Filed, July 18, 1944; 1:31 a. m.]

PART 1362—CERAMIC PRODUCTS, STRUCTURAL CLAY PRODUCTS AND OTHER MASONRY MATERIALS

[RMPR 206,[2] Amdt. 4]

VITRIFIED CLAY SEWER PIPE AND ALLIED PRODUCTS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Revised Maximum Price Regulation No. 206 is amended in the following respects:

1. The first paragraph of section 1.2 is amended to read as follows:

This regulation covers sales of vitrified clay sewer pipe and allied products where the shipment originates at the factory rather than at a distribution yard, except that price adjustments for dealers and jobbers authorized pursuant to section 1.4 (d) below are also within the scope of the regulation. The regulation shall be applicable to all of the 48 states of the United States and the District of Columbia, which are divided for the purpose of this regulation into 7 geographical areas.

2. Paragraph (c) of section 1.4 is amended to read as follows:

(c) *Maximum Price Regulation No. 188, as amended.* The provisions of this revised regulation supersede Maximum Price Regulation No. 188, as amended, with respect to all sales and deliveries made by manufacturers where the shipment originates at the factory. New products falling within the definition of sewer pipe products, but which cannot be priced under the provisions of this Revised Maximum Price Regulation No. 206, shall be priced in accordance with the pricing provisions of Maximum Price Regulation No. 188.

3. A new paragraph is added to section 1.4 to read as follows:

(d) *General Maximum Price Regulation.* In any case wherein it is found necessary to adjust maximum prices for any jobbers or dealers by reason of an adjustment in the maximum prices of manufacturers under this regulation, such adjustment may be made under this regulation. To that extent, this regulation shall supersede the General Maximum Price Regulation.

4. Paragraph (a) of section 4.1 is amended to add a third subparagraph thereto to read as follows:

In the case of sales of sewer pipe products sold f. o. b. factory on a "pick-up basis" or for "less than carload shipments by rail" within the States of Iowa, Minnesota, North Dakota, South Dakota, and Zones 3 and 4 in the State of Wisconsin, as defined in section 8.1 below, sellers may add 11.4 percent to the highest prices charged during the month of March 1942 for the same quality, kind, and quantity of sewer pipe products delivered to purchasers of the same class.

5. A new section 5.5 is added to the regulation to read as follows:

SEC. 5.5. *Maximum prices for sales and deliveries by jobbers and dealers.* The maximum prices for sales and deliveries by jobbers and dealers of vitrified clay sewer pipe and allied products covered by this regulation shall be the prices established in accordance with the provisions of §§ 1499.2, 1499.3, and 1499.18 of the General Maximum Price Regulation, except that any person purchasing for resale in the same form may add to a maximum price established on or prior to July 24, 1944, an amount not to exceed the actual dollars-and-cents increase in cost to him resulting from the increase in maximum prices permitted manufacturers within the West Central Area under sections 4.1 (a), 8.3, and 8.4, as amended, of this regulation.

6. Section 8.3 is amended to delete therefrom Charts II and III and to substitute in their place new Charts II and III to read as follows:

CHART II

Discount No.	Minnesota zone #3	South Dakota zone #2	North Dakota
1	44	44	44
2	50	50	50
3	50	50	50
4	55	55	55
5	28	28	28
6	22	22	22
7	33	33	33

CHART III

Discount number	Missouri	Illinois zones #3 and #4	Wisconsin zone #3	Wisconsin zone #4	Minnesota zone #1	Minnesota zone #2	Minnesota zone #4	Duluth and Superior	Iowa zone #1	Iowa zone #2	South Dakota zone #1
1	47	50	42	40	39	37	39	35	45	39	37
2		55	47	46	45	43	45	41	50	45	43
3	52	55	47	45	45	43	45	41	50	45	43
4		60	53	51	50	48	50	46	56	50	48
5	35	35	26	23	23	21	28	24	28	26	21
6		29	18	16	18	16	23	19	23	19	16
7	42	42	30	28	29	27	34	30	36	31	27

7. Section 8.4 is amended to delete therefrom Charts V and VI, and to substitute therefor new Charts V and VI to read as follows:

CHART V

Large pipe A. S. T. M. specifications inside diameter (inches)	Invoice weight (per foot)	Minnesota zone #3	South Dakota zone #2	North Dakota
27" #1 per foot	215#	$3.60	$3.60	$3.60
30" #1 per foot	300#	4.00	4.00	4.00
33" #1 per foot	355#	5.50	5.50	5.50
36" #1 per foot	395#	6.30	6.30	6.30
27" #2 per foot	245#	3.30	3.30	3.30
30" #2 per foot	300#	3.70	3.70	3.70
33" #2 per foot	355#	5.10	5.10	5.10
36" #2 per foot	395#	5.85	5.85	5.85

CHART VI

Large pipe A. S. T. M. specifications inside diameter (inches)	Invoice weights (per foot)	Missouri and Illinois zones 3 and 4	Wisconsin zones 3 and 4	Minnesota [1] zones 1, 2, and 4	Duluth, Minnesota, and Superior, Wisconsin	Iowa zones 1 and 2	South Dakota zone 1 [1]
27 #1 per foot	215#	$3.15	$3.60	$3.60	$3.60	$2.85	$3.60
30 #1 per foot	300#	3.45	3.95	3.95	3.95	3.50	3.95
33 #1 per foot	355#	4.80	5.45	5.45	5.45	4.50	5.45
36 #1 per foot	395#	5.45	6.25	6.25	6.25	5.05	6.25
27 #2 per foot	245#	2.85	3.25	3.25	3.25	2.30	3.25
30 #2 per foot	300#	3.15	3.60	3.60	3.60	2.85	3.60
33 #2 per foot	355#	4.40	5.00	5.00	5.00	3.75	5.00
36 #2 per foot	395#	5.05	5.80	5.80	5.80	4.20	5.80

[1] Add freight at Red Wing, Minnesota rate to the extent that such rates exceed 20¢ per cwt.

This Amendment No. 4 to Revised Maximum Price Regulation No. 206 shall become effective July 24, 1944.

Issued this 18th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10650; Filed, July 18, 1944; 11:32 a. m.]

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 16,[1] Amdt. 4 to 2d Rev. Supp. 1]

MEATS, FATS, FISH AND CHEESES

Section 1407.3027 (g) is added to read as follows:

(g) The Table of Conversion Factors (referred to in sections 7.13 (b) and (c) of Revised Ration Order 16), for translating dozens of cans to cases of twenty-four No. 2 cans, is as follows:

Size:	*Factor*
8 oz. Talls	0.21
No. 1 Picnics	0.26
No. 300's	0.37
No. 1 Talls	0.41
No. 303's	0.41
No. 300 Cylinders	0.47
No. 303 Cylinders	0.53
No. 2 Cylinders	0.64
No. 2½'s	0.73
No. 3 Cylinders	1.26
No. 5's	1.44
No. 10's	2.66

NOTE: Multiply the number of dozens of each size by the conversion factor for that size to get the number of cases of twenty-four No. 2's.

This amendment shall become effective July 22, 1944.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Directive 1, 7 F.R. 562; and Supp. Dir. 1–M, 7 F.R. 8234; War Food Order No. 56, 8 F.R. 2005, 9 F.R. 4319; War Food Order No. 58, 8 F.R. 2251, 9 F.R. 4319; War Food Order No. 59, 8 F.R. 3471, 9 F.R. 4319; War Food Order No. 61, 8 F.R. 3471, 9 F.R. 4319)

Issued this 18th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10651; Filed, July 18, 1944; 11:30 a. m.]

PART 1413—SOFTWOOD LUMBER PRODUCTS

[2d Rev. MPR 13,[1] Amdt. 2]

DOUGLAS FIR PLYWOOD

A statement of the considerations involved in the issuance of this amend-

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 4200.
[2] 8 F.R. 16524.

[1] 8 F.R. 14, 281, 16995; 9 F.R. 4349.

[1] 9 F.R. 6772, 6825, 7262, 7433.

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 12887; 9 F.R. 4882.

ment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Second Revised Maximum Price Regulation 13 is amended in the following respects:

1. In section 3 (c) (1), the first paragraph is amended to read as follows:

When delivery is by common or contract carrier, the estimated average weights in Appendix C (section 16) of this regulation may be applied to the applicable freight rate in figuring the allowable charge for delivery. The basing points for the applicable freight rate are as follows:

(i) Ponderosa pine plywood: Klamath Falls, Oregon.

(ii) Douglas fir plywood: Seattle, Washington; except that in sales in the primary market the addition for delivery shall be computed at a rate of 10½ cents per hundred pounds.

(iii) Other softwood species: The seller must apply to the Lumber Branch, Office of Price Administration, Washington 25, D. C., for a basing point.

2. In section 4 (a), Item II and Item III are amended to read as follows:

Item II. The inbound transportation charge, including tax, to the plywood distribution plant based on the applicable carload freight rate as set out in section 3 (c) (1), and the appropriate estimated average weights set out in Appendix C (section 16) of this regulation. The incoming transportation charge may be rounded out to the nearest nickel per 1,000 square feet.

Item III. A mark-up on the sums of Items I and II as follows:

In sales of	Ponderosa pine plywood	Douglas fir plywood
$200 worth or more of plywood (including this mark-up)	*Percent* 30	*Percent* 20
Less than $200 worth of plywood (when figured at the lower mark-up)	40	25

This mark-up may be rounded out to the nearest nickel per 1,000 square feet.

3. In section 5, paragraphs (a) and (b) are amended to read as follows:

(a) Inbound transportation charges are to be figured on the basis of the location of the warehouse or yard (rather than the location of a plywood distribution plant). This means that inbound transportation in all cases is to be figured at the carload freight rate as set out in section 3 (c) (1) for a shipment direct from the mill to the warehouse or yard (regardless of whether the warehouse or yard purchased in less than carload quantities from a mill, or purchased from a plywood distribution plant or another warehouse or yard).

(b) The mark-up on the sum of the carload f. o. b. mill price (for direct-mill shipments) and inbound carload freight (figured according to paragraph (a) above) shall be not more than the following:

In sales of	Ponderosa pine plywood	Douglas fir plywood
1,000 square feet or more of plywood	*Percent* 50	*Percent* 33⅓
Less than 1,000 square feet of plywood	60	45

4. Section 16 is amended to read as follows:

SEC. 16. *Appendix C: Estimated average weights of plywood.* Estimated average weights no higher than the following may be used in figuring delivery charges:

	Pounds per M surface feet	
	Douglas fir plywood	Ponderosa pine plywood
¼"	490	
5/32"		450
3/16"	640	525
7/32"	790	700
¼"	950	875
9/32"	1,125	1,050
5/16"	1,300	1,225
11/32"	1,525	1,400
⅜"	1,675	1,575
13/32"	1,825	1,750
7/16"	1,925	1,750
15/32"	2,000	1,925
½"	2,225	2,100
17/32"	2,375	2,275
9/16"	2,600	2,450
19/32"	2,800	2,625
⅝"	3,000	2,800
21/32"	3,175	
11/16"	3,350	3,150
23/32"		

For thicknesses greater than 1 1/16", use 1" weight plus weight of other thicknesses necessary.

	Pounds per M lineal feet Douglas fir
¼" studding strips	150

NOTE: The seller must apply to the Lumber Branch, Office of Price Administration, Washington 25, D. C., for estimated average weights for "Other softwood species".

This amendment shall become effective July 24, 1944.

Issued this 18th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10653; Filed, July 18, 1944; 11:32 a. m.]

PART 1439—UNPROCESSED AGRICULTURAL COMMODITIES

[MPR 426,[1] Amdt. 42]

FRESH FRUIT AND VEGETABLES FOR TABLE USE, SALES EXCEPT AT RETAIL

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.*

Appendix H in section 15 is amended in the following respects:

1. In table 10 in paragraph (b), item 12–13–14 in Column 2 is amended to read:

Cantaloupe or honeyball melons in bulk (no container).

2. In the table in paragraph (c) item 9 (watermelons) in Column 4 is amended to read: 2/10.

This amendment shall become effective July 18, 1944.

Issued this 18th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

Approved: July 15, 1944.

MARVIN JONES,
War Food Administration.

[F. R. Doc. 44-10654; Filed, July 18, 1944; 11:30 a. m.]

PART 1444—ICE BOXES

[MPR 399,[2] Amdt. 15]

NEW ICE BOXES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation No. 399 is amended in the following respects:

1. Section 14, Table A, "Retail Ceiling Prices in Each State For Sales of Ice Boxes by Ice Companies and Retail Establishments Controlled by Ice Companies," is amended by adding ceiling prices for two new model ice boxes as set forth below:

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 16409, 16249, 16519, 16423, 17372; 9 F.R. 790, 902, 1581, 2008, 2023, 2091, 2493, 4080, 4088, 4439, 4787, 4877, 5926, 5929, 6104, 6108, 6420, 6711, 7259, 7268, 7580, 7425, 7583, 7759, 7774, 7834.

[2] 9 F.R. 5258.

TABLE A—RETAIL CEILING PRICES IN EACH STATE FOR SALES OF ICE BOXES BY ICE COMPANIES AND RETAIL ESTABLISHMENTS CONTROLLED BY ICE COMPANIES

Manufacturer	Brand	Model	Rated ice capacity	Retail base price	Ala.	Ariz.	Ark.	Calif.	Colo.	Conn.	Del.	D. C.	Fla.	Ga.	Idaho	Ill.
Craftbilt cabinets	Craftbilt	5	75#	$56.75	$58.00	$56.75	$57.75	$56.75	$57.75	$58.50	$58.50	$58.50	$59.00	$58.25	$58.50	$58.00
Doherty Sterling, Inc.		DS-3.5-44	50#	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00

Manufacturer	Brand	Model	Rated ice capacity	Retail base price	Ind.	Iowa	Kans.	Ky.	La.	Maine	Md.	Mass.	Mich.	Minn.	Miss.	Mo.
Craftbilt cabinets	Craftbilt	5	75#	$56.75	$58.00	$57.75	$57.75	$58.00	$57.75	$58.50	$58.50	$58.50	$58.00	$58.00	$58.00	$57.75
Doherty Sterling, Inc.		DS-3.5-44	50#	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00

Manufacturer	Brand	Model	Rated ice capacity	Retail base price	Mont.	Nebr.	Nev.	N. H.	N. J.	N. M.	N. Y.	N. C.	N. D.	Ohio	Okla.	Oreg.
Craftbilt cabinets	Craftbilt	5	75#	$56.75	$58.50	$57.75	$57.75	$58.50	$58.50	$57.50	$58.50	$58.50	$57.75	$58.00	$57.75	$57.75
Doherty Sterling, Inc.		DS-3.5-44	50#	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00

Manufacturer	Brand	Model	Rated ice capacity	Retail base price	Pa.	R. I.	S. C.	S. D.	Tenn.	Tex.	Utah	Vt.	Va.	Wash.	W. Va.	Wisc.	Wyo.
Craftbilt cabinets	Craftbilt	5	75#	$56.75	$58.25	$58.50	$58.50	$58.00	$58.00	$57.75	$57.75	$58.50	$58.50	$57.25	$58.50	$58.00	$57.75
Doherty Sterling, Inc.		DS-3.5-44	50#	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00

2. Section 16, Table C, "Ceiling Prices in Each State for all Other Sales of Ice Boxes at Retail" is amended by adding ceiling prices for two new model ice boxes as set forth below:

TABLE C—CEILING PRICES IN EACH STATE FOR ALL OTHER SALES OF ICE BOXES AT RETAIL—NO AMOUNT MAY BE ADDED TO THESE CEILING PRICES FOR DELIVERY TO THE BUYER

Manufacturer	Brand	Model	Rated ice capacity	Retail base price	Ala.	Ariz.	Ark.	Calif.	Colo.	Conn.	Del.	D. C.	Fla.	Ga.	Idaho	Ill.
Craftbilt cabinets	Craftbilt	5	75#	$67.50	$70.25	$69.00	$70.00	$68.25	$69.75	$70.50	$70.50	$70.50	$71.25	$70.25	$70.50	$70.00
Doherty Sterling, Inc.		DS-3.5-44	50#	29.95	30.50	31.25	30.50	31.25	31.25	31.25	31.00	31.00	30.75	30.75	31.25	30.75

Manufacturer	Brand	Model	Rated ice capacity	Retail base price	Ind.	Iowa	Kans.	Ky.	La.	Maine	Md.	Mass.	Mich.	Minn.	Miss.	Mo.
Craftbilt cabinets	Craftbilt	5	75#	$67.50	$70.25	$70.00	$69.75	$70.25	$70.00	$70.50	$70.50	$70.50	$70.25	$70.25	$70.25	$70.00
Doherty Sterling, Inc.		DS-3.5-44	50#	29.95	30.75	31.00	31.00	30.75	30.25	31.00	31.00	31.25	31.00	31.25	30.25	31.00

Manufacturer	Brand	Model	Rated ice capacity	Retail base price	Mont.	Nebr.	Nev.	N. H.	N. J.	N. Mex.	N. Y.	N. C.	N. Dak.	Ohio	Okla.	Oreg.
Craftbilt cabinets	Craftbilt	5	75#	$67.50	$70.75	$69.75	$70.00	$70.50	$70.50	$69.75	$70.50	$70.50	$70.00	$70.25	$69.75	$70.00
Doherty Sterling, Inc.		DS-3.5-44	50#	29.95	31.25	31.25	31.25	31.25	31.00	31.25	31.25	31.00	31.50	31.00	30.75	31.25

Manufacturer	Brand	Model	Rated ice capacity	Retail base price	Pa.	R. I.	S. C.	S. Dak.	Tenn.	Tex.	Utah	Vt.	Va.	Wash.	W. Va.	Wis.	Wyo.
Craftbilt cabinets	Craftbilt	5	75#	$67.50	$70.50	$70.50	$70.50	$70.00	$70.25	$69.75	$70.00	$70.50	$70.50	$69.50	$70.50	$70.00	$69.75
Doherty Sterling, Inc.		DS-3.5-44	50#	29.95	31.00	31.25	30.75	31.50	30.75	30.75	31.25	31.25	31.25	31.25	31.00	30.75	31.50

This amendment shall become effective on the 24th day of July 1944.

Issued this 18th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10655; Filed, July 18, 1944; 11:31 a. m.]

PART 1499—COMMODITIES AND SERVICES

[GMPR,[1] Amdt. 63]

MAXIMUM PRICES FOR COMMODITIES AND SERVICES WHICH CANNOT BE PRICED UNDER § 1499.2

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

The introductory text of § 1499.3 is amended by inserting[2] following the words "pricing method", and a footnote to read as follows:

[2] A pricing method for sales by processors of food commodities has been provided by Order 375 under § 1499.3 (b) of the General Maximum Price Regulation.

This Amendment No. 63 shall become effective July 24, 1944.

Issued this 18th day of July 1944.

JAMES G. ROGERS, JR.,
Acting Administrator.

[F. R. Doc. 44-10656; Filed, July 18, 1944; 11:31 a. m.]

PART 1499—COMMODITIES AND SERVICES

[Rev. SR 1 to GMPR, Corr. to Amdt. 66[3]]

BENZOL, TOLUOL, ADXYLOL

The designation, section 5.2 (g), is corrected to read section 5.2 (i).

Issued this 18th day of July 1944.

JAMES G. ROGERS, JR.,
Acting Administrator.

[F. R. Doc. 44-10657; Filed, July 18, 1944; 11:30 a. m.]

TITLE 38—PENSIONS, BONUSES, AND VETERANS' RELIEF

Chapter I—Veterans' Administration

PART 25—MEDICAL

ORTHOPEDIC AND PROSTHETIC APPLIANCES

Sections 25.6115[1] and 25.6116 are amended, and § 25.6117 is revoked, as set forth below:

§ 25.6115 *Conditions governing the furnishing.* * * *

(c) Beneficiaries supplied prosthetic appliances will be additionally entitled to fitting and training in the use of the appliances; and such service may be obtained under contract, if determined necessary by the medical director. (Section 104, Title I, Public No. 346, 78th Congress.)

(d) Artificial limbs and other prosthetic or orthopedic appliances of a permanent type may be purchased, made or repaired for, and special clothing made necessary by wear of such appliances may be furnished to:

(1) Out-patients entitled to and in need of such appliances, etc., (i) for a disease or injury which is service connected; or (ii) for an associated condition, not attributed to military or naval service, but held to be aggravating the disability from a service-connected disease or injury (adjunct treatment).

(2) Hospitalized patients; when medically held needed for (i) a service-connected condition; (ii) an associated disease or injury held to be aggrevating disability from a service-connected disorder (adjunct treatment); (iii) a disease or injury, not attributed to military or naval service, for which hospitalization had been authorized; or (iv) for a condition, also not service connected, that is associated with and held to be aggravating disability from the disease or injury for which the patient had been admitted to hospital (auxiliary treatment). Repair or replacement of a previously supplied artificial limb will not be considered invariably necessitated because of surgical treatment of a stump in itself, e. g., for ulcer or neuroma. But when, because of reamputation or other treatment, or a disease process resulting in atrophy, sufficient change in the contour of the stump occurs, alteration or replacement of a socket or other part of the artificial limb or, if necessary, the furnishing of a new limb, will be authorizable. Like authority may be exercised when, upon hospitalization of a beneficiary for treatment of a stump, it is medically determined that the artificial limb he had been wearing is defective or improperly fitted, and is creating the necessity of treatment of the stump. Alteration of the appliance or, if clearly necessary, the furnishing of a new artificial limb, may then be held a proper part of the patient's treatment.

(3) Domiciled members, when medically held needed for (i) a service-connected condition; (ii) a disease or injury not service connected, but held to be aggravating disability from a service-connected condition (adjunct treatment); (iii) appliances, except artificial limbs and hearing devices, not considered for furnishing under (i) or (ii), may nevertheless be procured or repaired for domiciled members, when medically determined necessary as an incident of domiciliary care. In individual cases when, in medical judgment, an artificial limb or hearing device is held necessary as an incident of domiciliary care, and is not furnishable under (i) or (ii) hereof, a recommendation for such service, with a sufficient explanation of the circumstances may be submitted to the medical director, whose approval or disapproval will decide whether such article is to be supplied. Repairs to artificial limbs or hearing devices that have been so supplied upon authority of the medical director, may be made, without his prior approval, when the expense of any item of such repairs does not exceed $25. (Public No. 346, 78th Cong.) (July 25, 1944)

§ 25.6116 *Retired personnel.* (a) (1) Pursuant to the provisions of Public No. 308, 78th Congress, approved May 23, 1944, an artificial limb or other appliance will be supplied, when medically determined necessary, for any officer or enlisted man retired from the Army, Navy, Marine Corps, or Coast Guard who had lost a limb or the use thereof through injury or disease incurred or contracted in line of duty in the military or naval service at any time.

(2) No commutation in lieu of such artificial limb or other appliance will be payable on or after May 23, 1944.

(3) Repairs of limbs or other appliances furnished persons under (1) will be made at Government expense.

(4) "Other appliances" will be taken to mean braces, etc., for support of a part in which function has been lost or much impaired.

(5) Transportation of such retired personnel, necessitated for fitting of an artificial limb, may be furnished by the Veterans' Administration.

(6) Such artificial limbs or other appliances will be supplied at field stations in accordance with the general procedure pertaining to the furnishing of orthopedic and prosthetic appliances, and subject to the provisions of subparagraphs (1) to (5) of this paragraph.

Paragraphs (b) and (c) are canceled. (58 Stat. 225) (July 25, 1944).

§ 25.6117 *Retired personnel; not regular establishment.* [Canceled July 25, 1944.]

[SEAL] FRANK T. HINES,
Administrator.

[F. R. Doc. 44-10689; Filed, July 18, 1944; 11:45 a. m.]

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter II—Office of Defense Transportation

[Administrative Order ODT 6A, Correction]

PART 503—ADMINISTRATION

ESTABLISHMENT OF REGIONS AND DISTRICTS OF THE HIGHWAY TRANSPORT DEPARTMENT

Certain typographical errors which appear in Appendix 3 to Administrative Order ODT 6A (9 F.R. 7451) are hereby corrected, as follows:

1. Under Birmingham, Alabama, the name "Walter" is corrected to read "Walker".

2. Under San Francisco, California, the name "San Fenito" is corrected to read "San Benito".

3. Under Boise, Idaho, the name "Teto" is corrected to read "Teton".

4. Under Baton Rouge, Louisiana, the name "Vermilion" is corrected to read "Vermillion".

5. Under Lubbock, Texas, the line reading "Crockett, Dawson, Ector, Fisher, Classcock," is deleted and a new line reading "Childress, Cochran, Cottle, Crosby, Dickens," is inserted in lieu thereof.

6. Under Spokane, Washington, the name "Kootenal" is corrected to read "Kootenai".

7. Under Charleston, West Virginia, the name "Bonne" is corrected to read "Boone".

8. Under La Crosse, Wisconsin, the name "Wabasa" is corrected to read "Wabasha".

9. Under Wausau, Wisconsin, the name "Villas" is corrected to read "Vilas".

Issued at Washington, D. C., this 18th day of July 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

[F. R. Doc. 44-10628; Filed, July 18, 1944; 11:08 a. m.]

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*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 1385, 5169, 6106.

[2] 9 F.R. 7710.

[3] 8 F.R. 14581, 9 F.R. 2693.

Notices

INTERSTATE COMMERCE COMMISSION.

STEAM ROADS

UNIFORM SYSTEM OF ACCOUNTS

At a session of the Interstate Commerce Commission, Division 1, held at its office in Washington, D. C., on the 11th day of July, A. D. 1944.

In the matter of uniform system of accounts to be kept by steam roads.

The orders of June 8, 1942, modifying the classification of investment in road and equipment for steam roads; classification of operating revenues and operating expenses for steam roads; classification of income, profit and loss, and general balance sheet accounts for steam roads; and Accounting Bulletin No. 15, "Interpretations of Accounting Classifications for Steam Roads"; being under consideration:

And it appearing that compliance with the requirements for depreciation accounting of road property prescribed by said orders of June 8, 1942, should be optional as to Class II and III steam roads until January 1, 1946;

It is ordered, That the mandatory requirement for accounting for depreciation of road property, prescribed in said orders of June 8, 1942, be, and it is hereby, postponed as to class II and class III steam roads until January 1, 1946.

And it is further ordered, That said orders of June 8, 1942, shall in all other respects remain in full force and effect.

By the Commission, Division 1.

[SEAL] W. P. BARTEL,
Secretary.

[F. R. Doc. 44-10672; Filed, July 18, 1944; 11:43 a. m.]

[S. O. 220]

UNLOADING OF LUMBER AT BALTIMORE, MD.

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 17th day of July, A. D. 1944.

It appearing, that cars C&O 42185 and 42831 containing lumber at Baltimore, Maryland, on the Baltimore and Ohio Railroad Company, have been on hand for an unreasonable length of time and that the delay in unloading said cars is impeding their use; in the opinion of the Commission an emergency exists requiring immediate action; *It is ordered*, that:

Lumber at Baltimore, Maryland, to be unloaded. (a) The Baltimore and Ohio Railroad Company, its agents or employees, shall unload forthwith cars C&O 42185 and 42831, containing lumber now on hand at Baltimore, Maryland.

(b) Said carrier shall notify the Director of the Bureau of Service, Interstate Commerce Commission, Washington, D. C., when such carloads of lumber have been completely unloaded. Upon receipt of such notice this order shall expire. (40 Stat. 101, sec. 402, 41 Stat. 476, sec. 4, 54 Stat. 901, 911; 49 U.S.C. 1 (10)-(17) 15 (2))

It is further ordered, That this order shall become effective immediately, and that a copy of this order and direction shall be served upon the Baltimore and Ohio Railroad Company and upon the Association of American Railroads, Car Service Division, as agents of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and that notice of this order be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

By the Commission, Division 3.

[SEAL] W. P. BARTEL,
Secretary.

[F. R. Doc. 44-10671; Filed, July 18, 1944; 11:43 a. m.]

[S. O. 70-A, Special Permit 373]

RECONSIGNMENT OF POTATOES AT KANSAS CITY, MO.-KANS.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Kansas City, Missouri-Kansas, July 13, 1944, by L. S. Taube Company, of car IC 54126, potatoes, now on the A. T. & S. F. Railway, to Evansville, Indiana (Mo. Pac.).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 13th day of July, 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10658; Filed, July 18, 1944; 11:43 a. m.]

[S. O. 70-A, Special Permit 374]

RECONSIGNMENT OF ORANGES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, July 13, 1944, by Simon Siegal of car ART 23231, oranges, now on the Santa Fe Railway, to S. Albertson Company, Boston, Massachusetts.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 13th day of July, 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10659; Filed, July 18, 1944; 11:43 a. m.]

[S. O. 70-A, Special Permit 375]

RECONSIGNMENT OF ONIONS AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35; 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, July 13, 1944, by La Mantia Brothers Arrigo of car MDT 19007, onions, now on the Chicago Produce Terminal to Franklin Shafer, Buffalo, New York.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 13th day of July, 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10660; Filed, July 18, 1944; 11:43 a. m.]

[S. O. 70-A, Special Permit 376]

RECONSIGNMENT OF POTATOES AT PHILADELPHIA, PA.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act.

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Philadelphia, Pennsylvania, July 13, 1944, by Charles Taxin Company, of cars PFE 75975, SFRD 18254, PFE 51789, PFE 61006, potatoes, now on the Pennsylvania Railroad Produce Terminal, to American Stores Company, Robbinsville, New Jersey.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 13th day of July, 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10661; Filed, July 18, 1944; 11:43 a. m.]

[S. O. 70-A, Special Permit 377]

RECONSIGNMENT OF ONIONS AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, July 13, 1944, by La Mantia Brothers Arrigo Company of car FGE 45034, onions, now on the Chicago Produce Terminal, to Joseph Rothenburg, Buffalo, New York.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 13th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10662; Filed, July 18, 1944; 11:43 a. m.]

[S. O. 70-A, Special Permit 378]

RECONSIGNMENT OF PEACHES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, July 13, 1944, by Chas. Abbate Company, of car WFE 65255, peaches, now on the Chicago Produce Terminal to J. Waxman Company, Milwaukee, Wisconsin, (C & NW).

The waybill shall show reference to this special permit.

The copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 13th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10663; Filed, July 18, 1944; 11:43 a. m.]

[S. O. 70-A, Special Permit 379]

RECONSIGNMENT OF POTATOES AT KANSAS CITY, MO.-KANS.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Kansas City, Missouri-Kansas, July 14, 1944, by L. S. Taube Company, of cars of California potatoes, ART 23228, now on the A. T. & S. F. Railway, to Rock Island, Illinois (R. I.), and PFE 60946, now on the M. K. T. Railroad, to Dothan, Alabama (Frisco), account necessary to recondition contents.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 14th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10664; Filed, July 18, 1944; 11:44 a. m.]

[S. O. 70-A, Special Permit 380]

RECONSIGNMENT OF LETTUCE AT KANSAS CITY, MO.-KANS.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Kansas City, Missouri-Kansas, July 14, 1944, by Defeo Fruit Company, of car PFE 52519, lettuce, now on the Union Pacific Railroad, to Topeka, Kansas (A. T. & S. F.), account railroad error.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 14th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10665; Filed, July 18, 1944; 11:44 a. m.]

[S.O. 200, Special Permit 132]

REICING OF POTATOES AT DENISON, TEX.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice in transit, one time only, as ordered by U. S. Army Quarter Master Corps, cars of potatoes, PFE 100340 at Denison, Texas, (MKT of T) moving July 13 from Tyler Warehouse and Cold Storage Company, St. Louis, Missouri, to Camp Swift, Dunstan, Texas (MKT), PFE 71146 at Pine Bluff, Arkansas (St. L.-S. W.) moving July 13 from Tyler Warehouse and Cold Storage Company, St. Louis, Missouri, to San Antonio Aviation Camp, Cadet Center, Cadet, Texas (St. L.-S. W.-T. & N. O.), ART 23250 at Hoisington, Kansas (Mo. Pac.), moving July 13 from Fruitta, Colorado, to Braggs, Oklahoma (D. & R. G. W.-Mo. Pac.).

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 13th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10666; Filed, July 18, 1944; 11:44 a. m.]

[S. O. 200, Special Permit 133]

REICING OF POTATOES AT PINE BLUFF, ARK.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice in transit, one time only, at Pine Bluff, Arkansas St. L.-S. W.), as ordered by the U. S. Army Quarter Master Corps, cars of potatoes, PFE 35157, moving July 13, 1944, from Tyler Warehouse & Cold Storage Company, St. Louis, Missouri, to Army Aviation Navigation School, Hondo, Texas, (St. L.-S. W.-T. & N. O.), SFRD 32618 moving July 13, 1944, from Tyler Warehouse & Cold Storage Company, St. Louis, Missouri, to Kelly Field, San Antonio, Texas (St.-S. W.-T. & N. O.).

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 13th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10667; Filed, July 18, 1944; 11:44 a. m.]

[S. O. 200, Special Permit 134]

REICING OF POTATOES AT DENISON, TEX.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice in transit, one time only, at Denison, Texas (M. K. T. of T.), as ordered by U. S. Army Quarter Master Corps, cars of potatoes, ART 72835 moving July 14, 1944, from Hannibal, Missouri, to Naval Air Station, Corpus Christi, Texas, (Wab.-M. K. T.-S. P.-T. M.), and ART 15539 moving July 14, 1944, from Hannibal, Missouri, to Eagle Pass Army Air Field, Quemado Spur, Texas (Wab.-M. K. T.-T. & N. O.).

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 14th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10668; Filed, July 18, 1944; 11:44 a. m.]

[S. O. 200, Special Permit 135]

REICING OF POTATOES AT JERSEY CITY, N. J.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice, one time only, July 14, 1944, with not over one ton of ice in each bunker, as order by Goldstein Brothers Produce Company, cars of potatoes, MDT 3435, 21686, 17046, 6177, NWX 14876, SFRD 38336, 20928, 24786, PFE 13378, 62193, 31225, now on the Baltimore and Ohio Railroad at Jersey City, New Jersey.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 14th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10669; Filed, July 18, 1944; 11:44 a. m.]

[S. O. 200, Special Permit 136]

REICING OF POTATOES AT NEW YORK, N. Y.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice, one time only, with not more than two tons of ice in each bunker, as ordered by Idaho Baking Potato Distributors, cars of California potatoes, SFRD 34400, PFE 74198, PFE 90953, ART 32771, SFRD 21992, IC 58159, MDT 5702, now on the New York Central Railroad at their 33rd Street Yard, New York, New York.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 14th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10670; Filed, July 18, 1944; 11:44 a. m.]

OFFICE OF ALIEN PROPERTY CUSTODIAN.

[Vesting Order 3856]

CHRISTIAN G. SCHWAGER

In re: Estate of Christian G. Schwager, deceased; File D-28-1476.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian, after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Carl Krauter, Executor, acting under the judicial supervision of the County Court of Choctaw County, Oklahoma;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, whose names, addresses and respective interests are set forth in Exhibit A, attached hereto and by reference made a part hereof;

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national

interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of the persons whose names, addresses and respective interests are set forth in Exhibit A, attached hereto and by reference made a part hereof, and each of them, in and to the estate of Christian G. Schwager, deceased, and

All that real property, together with all fixtures, improvements and appurtenances thereto, and any and all claims for rents, refunds, benefits or other payments arising from the ownership of such property, subject to recorded liens and encumbrances and other rights of record, situated in Choctaw County, State of Oklahoma, and particularly described in Exhibit B attached hereto and by reference made a part hereof,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: June 28, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

EXHIBIT A

Names, Last Known Addresses and Interests of the German Heirs of Christian G. Schwager, Deceased

Luise Eckert, niece, Ostisheim, Wurttemberg, Germany, ¼ undivided interest in the estate of Christian G. Schwager, deceased.

Gottliebe Heugel, niece, Ostisheim, Wurttemberg, Germany, ¼ undivided interest in the estate of Christian G. Schwager, deceased.

Wilhelm Schwager, nephew, Muehlacker, Wurttemberg, Germany, ¼ undivided interest in the estate of Christian G. Schwager, deceased.

Wilhelm Schwager, brother, Ostisheim, Wurttemberg, Germany, ¼ undivided interest in the estate of Christian G. Schwager, deceased.

Caroline Schwager, sister-in-law, Ostisheim, Wurttemberg, Germany, ⅛ undivided interest in the estate of Christian G. Schwager, deceased.

EXHIBIT B

First parcel of land. That lot or parcel of land situated in Hugo, Choctaw County, State of Oklahoma, particularly described as Lots One (1), Two (2) and Three (3) in Block Number Five (5) in the Joel Spring Second (2nd) Addition to the Town of Hugo, Choctaw Nation, Indian Territory, described according to R. P. Draper survey of said addition thereof.

Second parcel of land. That lot or parcel of land situated in Hugo, Choctaw County, State of Oklahoma, particularly described as all of a certain tract of real estate in Hugo, Choctaw Nation of the Indian Territory, bounded and described as follows: Lots number one, two and three (1, 2 and 3) in block number thirty-one (31) according to the official survey and plat thereof.

Third parcel of land. That lot or parcel of land situated in Hugo, Choctaw County, State of Oklahoma, particularly described as lots numbered 1, 2 and 3, in Block numbered 82 in the Town of Hugo, Choctaw Nation, Indian Territory, according to the plat thereof on file.

Fourth parcel of land. That lot or parcel of land situated in Hugo, Choctaw County, State of Oklahoma, particularly described as West 25 feet of lot numbered 3 in Block numbered 83 in the town of Hugo, Choctaw Nation, Indian Territory.

Fifth parcel of land. That lot or parcel of land situated in Hugo, Choctaw County, State of Oklahoma, particularly described as Lots numbered 2 and 3 in Block 131, Original Townsite of Hugo, Choctaw Nation of the Indian Territory, now known as the Original Town Site of Hugo, Choctaw County, State of Oklahoma, according to the official survey and plat thereof.

Sixth parcel of land. That lot or parcel of land situated in Hugo, Choctaw County, State of Oklahoma, particularly described as Lot Number four (4) in Block Number Eight (8) in the Joel Spring (Second) Addition of Town of Hugo, Oklahoma, according to the official plat and survey thereof.

[F. R. Doc. 44–10636; Filed, July 18, 1944; 11:21 a. m.]

[Vesting Order 3872]

RENE MOELLHAUSEN

In re: Estate of Rene Moellhausen, deceased, File D–28–4393; E. T. sec. 7421.

Under the authority of the Trading with the Enemy Act as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Dorothy Lion, 7 Water Street, New York, New York, and Harry Wilson Boyce, c/o Francis D. Murphy, 225 West 34th Street, New York, New York, Co-Executors, acting under the judicial supervision of the Bergen County Orphans' Court, Hackensack, New Jersey;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Paul Moellhausen, Germany.
Helen Moellhausen, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Paul Moellhausen and Helen Moellhausen, and each of them, in and to the estate of Rene Moellhausen, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10637; Filed, July 18, 1944; 11:21 a. m.]

[Vesting Order 3873]

ANDREW PAULOVICS

In re: Estate of Andrew Paulovics, also known as Andrew Paulovitz, deceased; File D–34–157; E. T. sec 5991.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by James F. Egan, Public Administrator of the County of New York, as Administrator, acting under the judicial supervision of the Surrogate's Court, New York County, New York;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Hungary, namely,

Nationals and Last Known Address

Mary Paulovics, Hungary.
Andor Paulovics, Hungary.
Emma Paulovics, Hungary.
Mary Paulovics, Hungary.
Anna Paulovics, Hungary.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Hungary; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Mary Paulovics, Andor Paulovics, Emma Paulovics, Mary Paulovics and Ann Paulovics, and each of them, in and to the Estate of Andrew Paulovics, also known as Andrew Paulovitz, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order, may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10638; Filed, July 18, 1944; 11:22 a. m.]

[Vesting Order 3874]

LUISE M. WEINGARTNER

In re: Estate of Luise M. Weingartner, deceased; File F–28–700, E. T. sec. 4891.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Louis Beeh, as Surviving Executor and Trustee, and Commissioner of Finance of the County of Westchester, as Depositary, acting under the judicial supervision of the Surrogate's Court, Westchester County, New York;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Louise Weingartner, Germany.

Susanne Weingartner and other issue, names unknown, of Louise Weingartner, Germany.

Paula Deinhard (Deinhardt), Germany.

The issue, names unknown, of Paula Deinhard (Deinhardt), Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Louise Weingartner and Paula Deinhard (Deinhardt), and each of them, in and to the residuary estate of Luise M. Weingartner, deceased, subject to distribution thereof to Henry Kohler, deceased, and Louis Beeh as executors of the Will of Louise M. Weingartner, Mary A. Voigt as executrix of the Will of Alexander F. Voigt, deceased, Frank Devlin, Esq., Carlos A. Hepp, Topken & Farley, Henry Kohler, Anni Weingartner, Elizabeth Weingartner, Matilde Weingartner, Henry Weingartner, as ordered, adjudged, and decreed by the Surrogate's Court, County of Westchester, New York in a decree dated August 12, 1941, and entered in a proceeding entitled In the Matter of the Judicial Settlement of the Account of Proceedings of Henry Kohler and Louis Beeh, as Executors of the Last Will and Testament of Luise M. Weingartner, deceased, and the application of said Executors for advice and directions as to the disposition and distribution of the residuary estate, including the assets thereof situated in Germany, and for a construction of the provisions of the Will relevant thereto, and

All right, title, interest and claim of any kind or character whatsoever of Louise Weingartner, Susanne Weingartner and other issue, names unknown, of Louise Weingartner, Paula Deinhard (Deinhardt), and the issue, names unknown, of Paula Deinhard (Deinhardt), and each of them, in and to the Trust established under the Will of Luise M. Weingartner, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10639; Filed, July 18, 1944; 11:22 a. m.]

[Vesting Order 3875]

GESINE BAROWSKI

In re: Mortgage Participation Certificate N158484 in Mortgage F–738 issued by Bond and Mortgage Guarantee Company under guarantee No. 170878 to Gesine Barowski, in the amount of $176.00; File No. F–28–17271; E. T. sec. 1395.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Manufacturers Trust Company, 55 Broad Street, New York City, Trustee, acting under the judicial supervision of the Supreme Court of the State of New York, Kings County, New York;

(2) Such property and interests are payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely,

National and Last Known Address

Gesine Barowski, Germany.

And determining that—

(3) If such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Gesine Barowski in and to the mortgage participation certificate No. N158484 in Mortgage F–738, in the amount of $176.00, issued by Bond and Mortgage Guarantee Company under guarantee No. 170878,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts,

pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10640; Filed, July 18, 1944; 11:23 a. m.]

[Vesting Order 3876]

CHARLES R. BASCHAB

In re: Estate of Charles R. Baschab, deceased; File D–28–7451; E. T. sec. 7694.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by James L. Hagerty and Harold R. McKinnon, Executors, acting under the judicial supervision of the Superior Court of the State of California in and for the County of Los Angeles;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Mrs. Eugene Baschab, Germany.
Elizabeth Baschab, Germany.
Brigid Voll, Germany.
Mrs. George Baschab, Germany.
Alban Baschab, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany, and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Mrs. Eugene Baschab, Elizabeth Baschab, Brigid Voll, Mrs. George Baschab and Alban Baschab, and each of them, in and to the estate of Charles R. Baschab, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10641; Filed, July 18, 1944; 11:23 a. m.]

[Vesting Order 3877]

STATE OF ILLINOIS VS. AMERICAN TRUST AND SAFE DEPOSIT CO., ET AL.

In re: People of the State of Illinois ex rel. Edward J. Barrett, Auditor of Public Accounts of the State of Illinois vs. American Trust and Safe Deposit Company, et al. Re: Counterclaim of Frank M. McKey, Trustee in Bankruptcy of the American Trust and Safe Deposit Company vs. Herbert M. Firth, et al; File D–28–3565; E. T. sec. 5775.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by the Treasurer of Cook County, Chicago, Illinois, Depositary, acting under the judicial supervision of the Circuit Court of Cook County, Chicago, Illinois;

(2) Such property and interests are payable or deliverable to, or claimed by, a political subdivision of a designated enemy country, Germany, namely, Town of Schkeuditz, District of Merseburg, Province of Saxony, Germany.

Having made all determinations and taken all action, after appropriate consultation and certification required by said Executive Order or Act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

The sum of $1,738.56, which is in the possession and custody of the Treasurer of Cook County, Illinois, depositary, pursuant to an order of the Circuit Court of Cook County, Illinois dated April 27, 1942 in the matter of the People of the State of Illinois ex rel. Edward J. Barrett, Auditor of Public Accounts of the State of Illinois vs. American Trust and Safe Deposit Company, et al. Re: Counterclaim of Frank M. McKey, Trustee in Bankruptcy of the American Trust and Safe Deposit Company, vs. Herbert M. Firth, et al.,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10642; Filed, July 18, 1944; 11:23 a. m.]

[Vesting Order 3878]

ANNA KVORKA BELDIK

In re: Partition Suit of Anna Kvorka Beldik (Anna Beldik), Plaintiff, vs. Stefan Haluska et al., Defendants; File: D–17–153; E. T. sec. 1487.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Roscoe S. Madden, Receiver, acting under the judicial supervision of the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Canyon;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of designated enemy countries, Germany and Hungary, namely,

Nationals and Last Known Address

Anna Kvorka Freiburger, also known as Mrs. Joseph Freiburger, Hungary.
Franciska (Franziska) Kvorka Pogl, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of designated enemy countries, Germany and Hungary; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Anna Kvorka Freiburger, also known as Mrs. Joseph Freiburger and Franciska (Franziska) Kvorka Pogl, and each of them, in and to the funds in possession of Roscoe S. Madden, Receiver, in the Partition Suit of Anna Kvorka Beldik (Anna Beldik), Plaintiff, vs. Stefan Haluska et al., Defendants, filed in the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Canyon,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have

the meanings prescribed in section 10 of said Executive order.

Dated July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10643; Filed, July 18, 1944; 11:23 a. m.]

OFFICE OF PRICE ADMINISTRATION.

[MPR 120, Order 858]

JACKSON AND SQUIRE, ET AL.

ESTABLISHMENT OF MAXIMUM PRICES AND PRICE CLASSIFICATIONS

Order No. 858 under Maximum Price Regulation No. 120. Bituminous coal delivered from mine or preparation plant.

For the reasons set forth in an accompanying opinion, and in accordance with § 1340.210 (a) (6) of Maximum Price Regulation No. 120, *It is ordered:*

Producers identified herein operate named mines assigned the mine index numbers, the price classifications and the maximum prices in cents per net ton, for the indicated uses and shipments as set forth herein. All are in District No. 14. The mine index numbers and the price classifications assigned are permanent but the maximum prices may be changed by an amendment issued after the effective date of this order. Where such an amendment is issued for the district in which the mines involved herein are located and where the amendment makes no particular reference to a mine or mines involved herein, the prices shall be the prices set forth in such amendment for the price classifications of the respective size groups. The location of each mine is given by county and state. Each producer is subject to all provisions of Maximum Price Regulation No. 120.

JACKSON AND SQUIRE, HARTFORD, ARK., MINE NO. 1, HARTSHORNE SEAM, MINE INDEX NO. 1004, SEBASTIAN COUNTY, ARK., RAIL SHIPPING POINT: HUNTINGTON, ARK., PRODUCTION GROUP 5, STRIP MINE

	Size group Nos.			
	2	12	14	18
Price classifications	C	L	B	O
Rail shipment	500	445	215	390
Truck shipment	510	425	200	400

The maximum price for lump coal (solid shot) with a bottom size larger than 2½" for rail shipment shall be the maximum price for size group No. 3 under § 1340.225 (b) (1) of Maximum Price Regulation No. 120 plus 15 cents per net ton.

WEAGO-DERRETT CO., P. O. BOX 60, KIOTA, OKLA., NO. 1 MINE, STIGLER SEAM, MINE INDEX NO. 1008, HASKELL COUNTY, OKLA., RAIL SHIPPING POINT: MCCURTAIN, OKLA., PRODUCTION GROUP 10, STRIP MINE

	Size Groups No.			
	3	14	18	
Price classification	D	B	Q	
Rail shipment	500	210	390	
Truck shipment	495	200	395	

The maximum price for lump coal (solid shot) with a bottom size larger than 2½" for rail shipment shall be the maximum price for size group No. 3 under § 1340.225 (b) (1) of Maximum Price Regulation No. 120 plus 15 cents per net ton.

HARLOWE-PERKINS CONSTRUCTION CO., 1059 STARKE BLDG., LOUISVILLE (2), KY., JENNY LIND MINE, LOWER HARTSHORNE SEAM, MINE INDEX NO. 1001, SEBASTIAN COUNTY, ARKANSAS, RAIL SHIPPING POINT: JENNY LIND, ARK., PRODUCTION GROUP 5, STRIP MINE

	Size Group Nos.																	
	4	6	7	8	9	10	11	12	13	14	15	16	17	18				
Price classification	I	J	J	J	J	G	F	L	D	R	R	B	B	A	L			
Rail shipment	540	545	545	540	500	510	490	445	390	210	210	210	210	325	410			
Truck shipment	540	540	540	540	515	495	480	425	325	200	240	230	310	310	460			

Railroad locomotive fuel:

Any size prepared coal, single or double-screened coal, straight run of mine, and all resultants larger than 6" x 0	335
All resultants larger than 2½" x 0 but not exceeding 6" x 0	310
All resultants 2½" x 0 and smaller	220

This order shall become effective July 18, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 17th day of July 1944.

JAMES G. ROGERS, JR.,
Acting Administrator.

[F. R. Doc. 44–10588; Filed, July 17, 1944; 11:54 a. m.]

[MPR 188, Order 1884]

J. W. RICH CONSTRUCTION CO.

APPROVAL OF MAXIMUM PRICES

Order No. 1884 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of a kitchen stool manufactured by J. W. Rich Construction Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of a kitchen stool manufactured by J. W. Rich Construction Company, West Memphis, Arkansas.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the article from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum prices to persons, other than retailers, who resell from manufacturer's stock	Maximum prices to retailers
Kitchen stool	210	*Each* $1.50	*Each* $1.77

These prices are f. o. b. factory, and are subject to a cash discount of 2%, 10 days, net 30 days.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions

of sale, the maximum prices shall be those determined by applying to the prices specified in subparagraph (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum price is that set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
Kitchen stool	210	*Each* $1.77

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 18th day of July 1944.

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10587; Filed, July 17, 1944; 11:55 a. m.]

[MPR 188, Order 19]

SPECIFIED BUILDING MATERIALS, ETC.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 19 under Second Revised Order A-3 under § 1499.159b of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, it is ordered:

(a) *Purpose of this order.* This order permits the Kund Cabinet Company, Bedford, Pennsylvania, to increase its maximum price to wholesalers only, for sales and deliveries of a wood transfer case of its manufacture described in the application, in the amount set forth below. This order also permits persons who purchase this article from the manufacturer, for resale, to increase their maximum prices by a like amount.

(b) *Adjustment of maximum prices.* The Kund Cabinet Company, Bedford, Pennsylvania, for all its sales and deliveries to wholesalers may add an increase of 40¢ over the present maximum price of $1.70. The maximum price established by this order of $2.10 is subject to a cash discount of two percent for payment within ten days, net thirty days and all its purchasers for resale of the article described in paragraph (a) above may add the adjustment charge of 40¢ to their maximum prices; provided the adjustment charge is separately quoted and billed, and provided they comply with the requirements for notice set forth in paragraph (c) below:

(c) *Notice.* At the time of or prior to the first invoice to a purchaser at a price which includes the adjustment charge provided in paragraph (b) above, the Kund Cabinet Company and its purchasers for resale shall send a notice to the purchaser fully explaining the terms of this order.

(d) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 18, 1944.

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10621; Filed, July 17, 1944; 4:50 p. m.]

[MPR 188, Order 1885]

FRED C. EHINGER MFG. CO.

APPROVAL OF MAXIMUM PRICES

Order No. 1885 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of mop sticks manufactured by Fred C. Ehinger Manufacturing Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Order No. 9250 and 9328, *It is ordered:*

(a) The maximum prices for all sales and deliveries by Fred C. Ehinger Manufacturing Company, Palmyra, Michigan, of mop sticks of its manufacturers, as described in its application dated May 22, 1944 after such articles become subject to Maximum Price Regulation No. 188, are as follows:

Article	Model	To jobbers or distributors who stock the mop sticks	Maximum price to retailers
Mop stick	No. 45" handle.	*Per dozen* $3.00	*Per dozen* $3.60

These maximum prices are f. o. b. Michigan and are subject to a cash discount of 2%, 10 days, net 30 days.

(b) The maximum price for all sales and deliveries at wholesale for the mop sticks described in paragraph (a) above shall be the prices set forth below as follows:

Article	Model	Maximum price to retailers
Mop stick	No. 48" handle	*Per dozen* $3.60

(c) The maximum prices for a sale at retail of the mop sticks described in paragraph (a) above is 50¢ each.

(d) On each mop stick shipped to a purchaser for resale, the manufacturer shall attach a tag or label which plainly states the retail selling price.

(e) At the time of the first invoice, the manufacturer shall notify in writing each purchaser who buys from it of the maximum prices established by this order for resales by the purchaser. Since this order also establishes maximum prices for sales by all jobbers to jobbers and retailers, each jobber who resells any commodity covered by this order must notify his purchaser of the maximum prices established by this order for sales by the purchaser. This written notice may be given in any convenient form.

(f) Unless the context otherwise requires, the definitions set forth in § 1499.20 of the General Maximum Price Regulation shall apply to the terms used herein.

(g) This Order No. 1885 may be revoked or amended by the Price Administrator at any time.

This Order No. 1885 shall become effective on the 18th day of July 1944.

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10608; filed, July 17, 1944; 4:52 p. m.]

[MPR 188, Order 1886]

LUSE-STEVENSON CO.

APPROVAL OF MAXIMUM PRICES

Order No. 1886 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of pot cleaners manufactured by Luse-Stevenson Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Order No. 9250 and 9328, *It is ordered:*

(a) The maximum prices for all sales and deliveries by Luse-Stevenson Company, 873 Blackhawk Street, Chicago, Ill., of pot cleaners of its manufacture, as described in its application dated March 8, 1944 after such articles become subject to Maximum Price Regulation No. 188, are as follows:

Article	Model	To jobbers or distributors who stock the pot cleaners	Maximum price to retailers
Pot cleaners	"Luce Scouring Block".	*Per gross* $7.20	*Per gross* $8.64

These maximum prices are f. o. b. Chicago and are subject to a cash discount of 2%, 10 days, net 30 days.

(b) The maximum price for all sales and deliveries at wholesale for the pot cleaners described in paragraph (a) above shall be the prices set forth below as follows:

Article	Model	Maximum price to retailers
Pot cleaners	"Luce Scouring Block."	*Per gross* $8.64

(c) The maximum prices for a sale at retail of the pot cleaner described in paragraph (a) above is 10 cents per package.

(d) On each pot cleaner shipped to a purchaser for resale, the manufacturer shall attach a tag or label which plainly states the retail selling price.

(e) At the time of the first invoice, the manufacturer shall notify in writing each purchaser who buys from it of the maximum prices established by this order for resales by the purchaser. Since this order also establishes maximum prices for sales by all jobbers to jobbers and retailers, each jobber who resells any commodity covered by this order must notify his purchaser of the maximum prices established by this order for sales by the purchaser. This written notice may be given in any convenient form.

(f) Unless the context otherwise requires, the definitions set forth in § 1499.20 of the General Maximum Price Regulation shall apply to the terms used herein.

(g) This Order No. 1886 may be revoked or amended by the Price Administrator at any time.

This Order No. 1886 shall become effective on the 18th day of July 1944.

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10609; Filed July 17, 1944; 4:50 p. m.]

[MPR 188, Order 1887]

BURPEE CAN SEALER CO.

APPROVAL OF MAXIMUM PRICES

Order No. 1887 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of three new canners manufactured by the Burpee Can Sealer Co.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Order Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales of two new aluminum pressure canners manufactured by the Burpee Can Sealer Company, Barrington, Illinois, and described in its application as Model Nos. AR25 and AR1525.

(1) For sales by the manufacturer, the maximum prices are those set forth below, f. o. b. Barrington, Illinois, subject to a cash discount of 1% for payment within ten days, net thirty days.

	Model No. AR25 with insert pans and supports, wire basket and books	Model No. AR1525 with insert pans and supports, two wire baskets and books
To jobbers	$9.95	$11.95
To retailers:		
In quantities of 2,000 or more	10.95	13.15
In quantities of 100 to 1,999	11.94	14.34
In quantities of less than 100	13.27	15.94

(2) For sales by jobbers, the maximum prices are those set forth below, f. o. b. seller's city, subject to cash discounts and terms no less favorable than those customarily granted by the seller:

	Model No. AR25 with insert pans and supports, wire basket and books	Model No. AR1525 with insert pans and supports, two wire baskets and books
In Eastern Zone	$13.27	$15.94
In Western Zone	13.67	16.40

(3) For sales at retail, the maximum prices are those set forth below:

	Model No. AR25 with insert pans and supports, wire basket and books	Model No. AR1525 with insert pans and supports, two wire baskets and books
In Eastern Zone	$19.90	$23.90
In Western Zone	20.50	24.60

(b) To every aluminum pressure canner shipped to a purchaser for resale on and after July 18, the manufacturer shall attach a tag or label containing the following statement with the blanks properly filled in:

Eastern Zone Retail Ceiling Price__ $------
Western Zone Retail Ceiling Price__ $------

This tag shall not be removed until the canner is delivered to the consumer.

(c) At the time of the first invoice after July 18, the manufacturer shall notify in writing each purchaser who buys from it of the maximum prices established by this order for resales by the purchaser. This order establishes maximum prices for sales by all jobbers including sales by jobbers to jobbers and jobbers to retailers. Each jobber who resells any commodity covered by this order must notify his purchaser of the maximum prices established by this order for sales by the purchaser. This written notice may be given in any convenient form.

(d) The Western Zone includes the state of Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming, and the following counties in Texas: El Paso, Hudspeth, Culberson, Jeff Davis, Presidio, Brewster, Terrell, Pecos and Reeves. The rest of the country is in the Eastern Zone.

(e) Unless the context otherwise requires, the definitions set forth in § 1499.20 of the General Maximum Price Regulation shall apply to the terms used herein.

(f) This order may be revoked or amended by the Price Administrator at any time.

This Order No. 1887 shall become effective on the 18th day of July 1944.

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10610; Filed, July 17, 1944; 4:51 p. m.]

[MPR 188, Order 1888]

GITHEN'S MFG. CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1888 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of a clothes dryer manufactured by the Githen's Manufacturing Co.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries of a clothes dryer manufactured by the Githen's Manufacturing Co., Poplar at Fifth, Poplar Bluff, Missouri.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manu-

facturer to retailers, and by the manufacturer to persons, other than retailers, who resell the article from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
Clothes dryer	Lowboy	*Dozen* $12.60	*Dozen* $14.82

These prices are f. o. b. factory and are subject to a cash discount of 2%, 10 days, net 30 days.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subparagraph (1) (i) of this paragraph (a), the discounts, allowances and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum price is that set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
Clothes dryer	Lowboy	*Dozen* $14.82

These prices are subject to a cash discount of 2%, 10 days, net 30 days.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 18th day of July 1944.

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10611; Filed, July 17, 1944; 4:51 p. m.]

[MPR 188, Order 1890]

BROWN MFG. CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1890 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of a step stool manufactured by the Brown Manufacturing Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328; *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of a step stool manufactured by Brown Manufacturing Company, 121 North Second Street, Clinton, Missouri.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the article from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
Step stool		*Each* $1.50	$1.77

These prices are f. o. b. factory, and are subject to a cash discount of 2%, 10 days, net 30 days.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subparagraph (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum price is that set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
Step stool		$1.77

This price is subject to a cash discount of 2%, 10 days, net 30 days.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 18th day of July 1944.

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10612; Filed, July 17, 1944; 4:50 p. m.]

[MPR 188, Order 1891]

LUCE MFG. CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1891 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of a step stool manufactured by the Luce Manufacturing Co.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328; *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of a step stool manufactured by the Luce Manufacturing Co., 6300 St. John Avenue, Kansas City, Missouri.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the article from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons other than retailers, who resell from manufacturer's stock	Maximum price to retailers
Step stool		*Each* $1.28	*Each* $1.47

These prices are f. o. b. factory and are subject to a cash discount of 2%, 10 days, net 30 days.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subparagraph (1) (i) of this paragraph (a), the discounts, allowances and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum price is that set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
Step stool		$1.47

This price is f. o. b. factory and is subject to a cash discount of 2%, 10 days, net 30 days.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 18th day of July 1944.

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10613; Filed, July 17, 1944; 4:52 p. m.]

[MPR 188, Order 1892]

CARRUTHERS & SON LUMBER CO.

APPROVAL OF MAXIMUM PRICES

Order No. 1892 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of a kitchen stool manufactured by Carruthers & Son Lumber Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328; *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries of a kitchen stool manufactured by Carruthers & Son Lumber Company, 2665 Broad Street, Memphis, Tennessee.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the articles from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons other than retailers, who resell from manufacturer's stock	Maximum price to retailers
Kitchen stool		*Each* $1.50	*Each* $1.77

These prices are f. o. b. factory and are subject to a cash discount of 2%, for payment within ten days, net thirty days.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 18th day of July 1944.

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10614; filed, July 17, 1944; 4:53 p. m.]

[MPR 188, Order 1893]

DIXIE MANUFACTURING CO.

APPROVAL OF MAXIMUM PRICES

Order No. 1893 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of a step stool manufactured by the Dixie Manufacturing Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328; *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of a step stool manufactured by the Dixie Manufacturing Company, Corinth, Mississippi.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the article from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
		Each	
Step stool		$1.50	$1.77

These prices are f. o. b. factory, subject to a cash discount of 2%, 10 days, net 30 days.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subdivision (i) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum price is that set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
		Each
Step stool		$1.77

This price is f. o. b. factory and is subject to a cash discount of 2%, 10 days, net 30 days.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determinated under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 18th day of July 1944.

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10615; Filed, July 17, 1944; 4:52 p. m.]

[MPR 188, Order 1894]

NOVAKRAFT COMPANY

APPROVAL OF MAXIMUM PRICES

Order No. 1894 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of a clothes dryer manufactured by the Novakraft Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328; *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries of a clothes dryer manufactured by the Novakraft Company, 1004 East 12th Street, Little Rock, Arkansas.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the article from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
		Each	*Each*
Clothes dryer	#P-84	$1.33	$1.56

These prices are f. o. b. factory and are subject to a cash discount of 2%, 10 days, net 30 days.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subdivision (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum price is that set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
		Each
Clothes dryer	#P-84	$1.56

These prices are subject to a cash discount of 2%, 10 days, net 30 days.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 18th day of July 1944.

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10616; Filed, July 17, 1944; 4:52 p. m.]

[RMPR 506, Order 33]

STOTT AND SON CORP., ET AL.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 33 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Stott and Son Corporation and other sellers. Docket No. N6657-506-71-7.

For the reasons set forth in an opinion issued simultaneously herewith, it is ordered:

(a) On and after July 17, 1944, the Stott and Son Corporation, Winona, Minnesota, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove number enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase this number from the Stott and Son Corporation may make "regular sales" at wholesale of such gloves, at or below the price set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Column A Manufacturer's prices		Column B
	Group I ceiling	Group II ceiling	Wholesalers' prices
437X-S	$2.22½	$2.42½	$2.67½

Style No.	Glove description	Column A Manufacturer's prices		Column B
		Group I ceiling	Group II ceiling	Wholesalers' prices
437X	Men's two thumb 12 ounce white nap out single thickness canton flannel welt seam mitten, 8 ounce thumb reinforcement, knit wrist.	$2.22½	$2.42½	$2.67½

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 33 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 17, 1944.

(56 Stat. 23, 765; 57 Stat. 566, Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10622; Filed, July 17, 1944; 4:54 p. m.]

[RMPR 506, Order 34]

WELLS-LAMONT CORP., ET AL.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 34 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Wells-Lamont Corporation and other sellers. Docket No. N6657-506-69-7.

For the reasons set forth in an opinion issued simultaneously herewith; *It is ordered:*

(a) On and after July 17, 1944, the Wells-Lamont Corporation, 1791 Howard Street, Chicago, Illinois, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Wells-Lamont Corporation may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A Manufacturer's prices		Column B
		Group I ceiling	Group II ceiling	Wholesalers' prices
210	Men's clute cut 10 ounce white or unbleached canton flannel, single thickness back and palm, 9½ inch minimum palm length, open top "slip-on".	$1.65	$1.80	$2.00
208	Men's clute cut 8 ounce white or unbleached canton flannel, single thickness back and palm, 9½ inch minimum palm length, open top "slip-on".	1.45	1.57	1.75

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' wholesale percentage, and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Wells-Lamont Corporation, on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, tickets, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Wells-Lamont Corporation must furnish each of its customers, who, on or after July 17, 1944, purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Wells-Lamont Corporation must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 34 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Wells-Lamont Corporation.

OPA has ruled that the Wells-Lamont Corporation may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices		Column B
	Group I ceiling	Group II ceiling	Wholesalers' prices
210-S	$1.65	$1.80	$2.00
208-S	1.45	1.57½	1.75

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 34 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 17, 1944.

(56 Stat. 23 765; 57 Stat. 566. Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10623; Filed, July 17, 1944; 4:53 p. m.]

[RMPR 506, Order 35]

ADVANCE GLOVE MFG. CO., ET AL.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 35 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Advance Glove Manufacturing Company and other sellers. Docket No. N6657–506–74–7.

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

(a) On and after July 17, 1944, the Advance Glove Manufacturing Company, 901 W. Lafayette Boulevard, Detroit, Michigan, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove number enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase this number from the Advance Glove Manufacturing Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A Manufacturer's prices		Column B
		Group I ceiling	Group II ceiling	Wholesalers' prices
111——	Men's elute cut 9 ounce canton flannel single thickness back and palm, knit wrist.	$1.57½	$1.72½	$1.90

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and information requirements of section 6 of RMPR 506. In addition to these requirements, the Advance Glove Manufacturing Company, on all deliveries of the style number listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Advance Glove Manufacturing Company must furnish each of its customers, who, on or after July 17, 1944, purchases the style number listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Advance Glove Manufacturing Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 35 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove number enumerated in the table below, manufactured by the Advance Glove Manufacturing Company.

OPA has ruled that the Advance Glove Manufacturing Company may sell this number at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of this number at or below the prices listed in Column B. Retailers will determine their ceiling prices on this number in accordance with section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices		Column B
	Group I ceiling	Group II ceiling	Wholesaler's prices
111–8——	$1.57½	$1.72½	$1.90

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 35 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 17, 1944.

(56 Stat. 23, 765; 57 Stat. 566, Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10624; Filed, July 17, 1944; 4:53 p. m.]

[RMPR 506, Order 36]

NORTH STAR MFG. CO., ET AL.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 36 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the North Star Manufacturing Company and other sellers. Docket No. N6657–506–25–7.

For the reasons set forth in an opinion issued simultaneously herewith; *It is ordered:*

(a) On and after July 17, 1944, the North Star Manufacturing Company, Tacoma, Washington, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the North Star Manufacturing Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A Manufacturer's prices		Column B
		Group I ceiling	Group II ceiling	Wholesalers' prices
806....	Men's elute cut, quilted 16 oz. nap out material palm, 8 oz. white canton flannel back, knit wrist.	$2.17½	$2.37½	$2.62½
118....	Men's heavy side split leather plam, leather side strip mitten, 8 oz. flannel back, 8 oz. palm lining.	6.45	7.05	7.77½
1210...	Men's gunn cut 10 oz. single thickness canton flannel back and palm, 9" knit wrist.	1.75	1.90	2.10
111R..	Men's fourchette cut 10 oz. single thickness canton flannel back and palm, 12 oz. single thickness thumb, knit wrist.	1.70	1.85	2.05
1014...	Men's elute cut, quilted 22 oz. nap out material palm, 10 oz. white flannel back, knit wrist.	2.60	2.82½	3.12½
970C..	Men's gunn cut split leather palm, ¾ leather thumb, leather pull, knit wrist.	4.45	4.85	5.35

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the North Star Manufacturing Company on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The North Star Manufacturing Company must furnish each of its customers, who, on or after February 17, 1944, purchased or purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The North Star Manufacturing Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 36 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the North Star Manufacturing Company.

OPA has ruled that the North Star Manufacturing Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices		Column B
	Group I ceiling	Group II ceiling	Wholesalers' prices
806....	$2.17½	$2.37½	$2.62½
1138....	6.45	7.05	7.77½
1210B....	1.75	1.90	2.10
111R....	1.70	1.85	2.05
970CS....	4.45	4.85	5.35

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 36 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

(f) On all deliveries of the work glove numbers listed in paragraph (a) since February 17, 1944 pursuant to OPA adjustable pricing authorizations, The North Star Manufacturing Company must refund to its customers any monies collected in excess of the ceiling prices authorized in this order. Within thirty days from the effective date of this order, The North Star Manufacturing Company shall send to OPA, Washington, D. C., a notification of the steps it has taken to comply with the provisions of this paragraph (f) of this order.

This order shall become effective July 17, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10625; Filed, July 17, 1944; 4:49 p. m.]

[RMPR 506, Order 37]

GALENA GLOVE AND MITTEN CO. ET AL.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 37 under section 4 (b) of Revised Maximum Price Regulation 506—Maximum prices for staple work gloves. Granting maximum prices to the Galena Glove and Mitten Company and other sellers. Docket No. N6657–506–57–7.

For the reasons set forth in an opinion issued simultaneously herewith. *It is ordered:*

(a) On and after July 17, 1944, the Galena Glove and Mitten Company, Dubuque, Iowa may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Galena Glove and Mitten Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A Manufacturer's prices		Column B
		Group I ceiling	Group II ceiling	Wholesalers' prices
F08B——	Mens' gunn cut 12 ounce dark brown flannel, single thickness back and palm, knit wrist.	2.00	2.17½	2.40
127——	Mens' jumbo elute cut 12 ounce white canton flannel, single thickness back and palm, knit wrist.	2.02½	2.20	2.45
19——	Small womens' elute cut 8 ounce white canton flannel, single thickness back and palm, knit wrist.	1.45	1.57½	1.75
22——	Boys' elute cut 8 ounce white canton flannel, single thickness back and palm, knit wrist.	1.35	1.47½	1.62½

Style No.	Glove description	Column A Manufacturer's prices		Column B Wholesalers' prices
		Group I ceiling	Group II ceiling	
778C——	Mens' gunn cut 12 ounce white canton flannel, single thickness back and palm, 2¾" double (2 ply thickness) safety cuff.	2.30	2.52½	2.77½
Y2——	Mens elute cut 14½ ounce processed nap out material palm, 8 ounce white flannel back, 5" double (2 ply thickness) gauntlet.	2.77½	3.05	3.35
Y28C——	Mens elute cut 14½ ounces processed nap out material palm, 8 ounce white flannel back, 2¾" double (2 ply thickness) safety cuff.	2.52½	2.77½	3.05
807B——	Mens jumbo elute cut 14 ounce processed double material throughout "chore" glove, knit wrist.	2.57½	2.82½	3.10
906B——	Mens gunn cut 14 ounce double material throughout "chore" glove, knit wrist.	2.60	2.82½	3.12½
708B——	Womens elute cut 12 ounce dark brown flannel single thickness palm and back two thumb "husking" glove, knit wrist.	2.35	2.57½	2.82½
PT6D——	Mens gunn cut 12 ounce dark brown flannel single thickness palm and back two thumb "husking" glove, knit wrist.	2.25	2.42½	2.70
PT1——	Men's 12-ounce white canton flannel single thickness back and palm two-thumb "husking" glove, 8 ounce brown flannel thumb patches, knit wrist.	2.30	2.47½	2.77½
PT8——	Men's 12-ounce white canton flannel single thickness back and palm, 15-ounce double flannel thumb, two-thumb "husking" mitten, knit wrist.	2.30	2.50	2.77½
PT8J——	Men's extra large 12-ounce white canton flannel single thickness back and palm, 18 ounce double flannel thumbs, two-thumb "husking" glove, knit wrist.	2.35	2.55	2.82½
PT6C——	Women's gunn cut, 12-ounce canton flannel single thickness back and palm two thumb "husking" glove knit wrist.	2.05	2.22½	2.47½
PT6½B——	Small women gunn cut 12-ounce flannel single thickness back and palm two-thumb "husking" glove, knit wrist.	2.02½	2.20	2.45
J20B——	Men's single thickness 13-ounce cut presser fancy jersey.	2.15	2.32½	2.60
J70——	Men's 12-ounce canton flannel single thickness back and palm, 18-ounce double thickness thumbs, two-thumb "husking" mitten, knit wrist.	2.15	2.32½	2.60
S1——	Men's 12-ounce canton flannel single thickness back and palm, 18-ounce double thickness thumbs, two-thumb weld seam "husking" mitten, knit wrist.	2.22½	2.42½	2.67½
YD8——	Men's 12-ounce white canton flannel single thickness back and palm two-thumb weld seam "husking" mitten 8-ounce thumb patches, knit wrist.	2.35	2.55	2.82½
YD9B——	Women's 12-ounce canton flannel single thickness back and palm two-thumb weld seam "husking" mitten, 8-ounce thumb patches, knit wrist.	2.20	2.40	2.65
66——	Mens 12-ounce canton flannel single thickness back and palm two-thumb double throughout material "chore" mitten, knit wrist.	2.35	2.55	2.82½
700——	Mens 19 ounce processed double throughout material (12 ounce dark brown sheib) knit wrist.	2.40	2.60½	2.90
700B——	Mens 18 ounce double material throughout "chore" mitten, heavy side split leather palm facing, knit wrist.	2.35	2.55	2.82½
720B——	Mens 16 ounce double material throughout open top "chore" mitten, knit wrist.	5.35	5.72½	6.45
889LT——	Womens 16 ounce double material throughout "chore" mitten, knit wrist.	2.35	2.57½	2.82½
2008B——	Small womens 14 ounce double material throughout "chore" mitten, knit wrist.	2.25	2.45	2.70
788B——	Boys' 12 ounce double material throughout "chore" mitten, knit wrist.	2.07½	2.27½	2.50
C4——	Men's single thickness, 9 ounce red jersey, knit wrist.	1.92½	2.12½	2.32½
C3——		1.77½	1.93½	2.15
J20R——				

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Galena Glove and Mitten Company on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Galena Glove and Mitten Company must furnish each of its customers, who, on or after July 17, 1944, purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Galena Glove and Mitten Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 37 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Galena Glove and Mitten Company.

OPA has ruled that the Galena Glove and Mitten Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices		Column B Wholesaler's prices
	Group I ceiling	Group II ceiling	
PO6BS	$2.00	$2.17½	$2.40
12JS	2.02½	2.20	2.45
19S	1.45	1.57½	1.75
22S	1.35	1.47½	1.62½
77SCS	2.30	2.52½	2.77½
Y2S	2.77½	3.03	3.35
Y2SCS	2.92½	2.77½	3.05
8077BS	2.37½	2.60	2.87½
9088BS	2.60	2.82½	3.12½
7708BS	2.35	2.57½	2.82½
PT6BS	2.25	2.42½	2.70
PT1S	2.30	2.47½	2.77½
PT8S	2.30	2.50	2.77½
PT8JS	2.35	2.55	2.82½
PT6CS	2.05	2.22½	2.47½
PT6½BS	2.02½	2.20	2.45
J20BS	2.15	2.32½	2.60
J70S	2.15	2.32½	2.60
S1S	2.22½	2.42½	2.67½
YD8S	2.22½	2.42½	2.67½
YD68S	2.35	2.55	2.82½
66S	2.20	2.40	2.65
70S	2.35	2.55	2.82½
700BS	2.40	2.62½	2.96
720BS	2.35	2.55	2.82½
899LTS	5.35	5.72½	6.45
20808	2.35	2.57½	2.82½
78SBS	2.25	2.45	2.70
C4S	2.07½	2.27½	2.50
C3S	1.92½	2.12½	2.32½
J20RS	1.77½	1.92½	2.15

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 37 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 17, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 17th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10626; Filed, July 17, 1944; 4:49 p. m.]

Regional and District Office Orders.

List of Community Ceiling Price Orders

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register on July 11, 1944.

Region II

District of Columbia Order 1-F, Amendment 14, covering fresh fruits and vegetables in certain area under jurisdiction of the District of Columbia Office, filed 10:19 a. m.

Williamsport Order 1-F, Amendment 14, covering fresh fruits and vegetables in Williamsport, filed 10:18 a. m.

Region III

Cincinnati Order 2-F, Amendment 31, covering fresh fruits and vegetables in Butler, Clark, Montgomery and Scioto in Ohio, filed 10:23 a. m.

Louisville Order 1-P, Amendment 3, covering fresh fish and seafood in Jefferson Co., Ky. and Floyd and Clark Counties, Ind., filed 10:22 a. m.

Louisville Order 1-W, Amendment 1, covering dry groceries in Jefferson Co., Ky and Floyd and Clark Counties, Ind., filed 10:21 a. m.

Louisville Order 2-W, Amendment 1, covering dry groceries in certain counties in the Louisville District, filed 10:19 a. m.

Louisville Order 3-W, Amendment 1, covering dry groceries in certain counties in the Louisville District Office Area, filed 10:22 a. m.

Region IV

Charlotte Order 2-F, Amendment 6, covering fresh fruits and vegetables in certain counties in North Carolina, filed 10:13 a. m.

Jacksonville Order 6-F, Amendment 9, covering fresh fruits and vegetables in Jacksonville, Fla., filed 10:23 a. m.

Memphis Order 4-F, Amendment 41, covering fresh fruits and vegetables in Memphis, Shelby Co., Tenn., filed 10:14 a. m.

Memphis Order 16, Amendment 2, covering community food prices in the Memphis Area, filed 10:16 a. m.

Memphis Order 17, Amendment 2, covering community food prices in the Memphis Area, filed 10:16 a. m.

Montgomery Order 19-F, Amendment 1, covering fresh fruits and vegetables in Mobile Co., Ala., filed 10:06 a. m.

Region V

San Antonio Order 2-W, Amendment 2, covering community food pricing at wholesale in certain areas in Texas, filed 10:24 a. m.

San Antonio Order G-11, Amendment 3, covering community food prices in certain designated counties in Texas, filed 10:24 a. m.

San Antonio Order G-12, Amendment 3, covering community food prices in certain designated counties in Texas, filed 10:24 a. m.

Wichita Order 2-W, Amendment 1, covering community food pricing at wholesale in State of Kansas, except Leaven, Wyandotte & Johnson, filed 10:06 a. m.

Region VI

Des Moines Order 1-F, Amendment 23, covering fruit and vegetable prices in certain counties in Iowa, filed 10:07 a. m.

Duluth-Superior Order 2-W, covering community food pricing at wholesale in Hibbing, Minn., filed 10:17 a. m.

Duluth-Superior Order 3-W, covering dry groceries at wholesale in Brainerd, Minn., filed 10:18 a. m.

Duluth-Superior Order 4-W, covering dry groceries at wholesale in Bemidji, Minn., filed 10:10 a. m.

Green Bay Order 2-F, Amendment 20, covering fresh fruits and vegetables in certain areas in Wisconsin, filed 10:11 a. m.

Green Bay Order 3-F, Amendment 14, covering fresh fruits and vegetables in certain areas in Wisconsin, filed 10:12 a. m.

Peoria Order 1-F, Revocation of Amendment 6, covering fresh fruits and vegetables in certain named counties in Illinois, filed 10:08 a. m.

Peoria Order 1-F, Amendment 7, covering fresh fruits and vegetables in certain named counties in Illinois, filed 10:09 a. m.

Peoria Order 2-F, Amendment 5, covering fresh fruits and vegetables in certain named areas in Illinois, filed 10:08 a. m.

Peoria Order 2-F, Amendment 8, covering fresh fruits and vegetables in certain areas in Illinois, filed 10:09 a. m.

Peoria Order 3-F, Amendment 5, covering fresh fruits and vegetables in Joliet, Rockdale and Ridgewood in county of Will, Illinois, filed 10:08 a. m.

Peoria Order 3-F, Amendment 8, covering fresh fruits and vegetables in Joliet, Rockdale and Ridgewood in county of Will, Illinois, filed 10:09 a. m.

Region VII

Montana Order 15, Amendment 5, covering community food prices in the Butte Area, filed 10:12 a. m.

Montana Order 40, Amendment 1, covering community food prices in the Helena and East Helena Area, filed 10:12 a. m.

Montana Order 42, Amendment 1, covering community food prices in the Butte Area, filed 10:13 a. m.

Montana Order 51, Amendment 1, covering community food prices in the Havre and Chinook Area, filed 10:13 a. m.

Montana Order 64, Amendment 1, covering community food prices in the Malta Area, filed 10:13 a. m.

Copies of any of these orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 44-10617; Filed, July 17, 1944; 4:54 p. m.]

List of Community Ceiling Price Orders

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register on July 12, 1944.

Region II

Buffalo Order 2-F, Amendment 12, covering fresh fruits and vegetables in Rochester, East Rochester, Fairport and Pittsford, filed 4:39 p. m.

Region III

Indianapolis Order 4-F, Amendment 20, covering fresh fruits and vegetables in Marion, Vigo and Tippecanoe, filed 4:35 p. m.

Indianapolis Order 5-F, Amendment 20, covering fresh fruits and vegetables in Wayne, Delaware and Allen Counties, filed 4:35 p. m.

Indianapolis Order 6-F, Amendment 20, covering fresh fruits and vegetables in St. Joseph, filed 4:35 p. m.

Indianapolis Order 7-F, Amendment 7, covering fresh fruits and vegetables in Vanderburgh, filed 4:34 p. m.

Indianapolis Order 8-F, Amendment 20, covering fresh fruits and vegetables in designated counties in the Indianapolis District Office Area, filed 4:34 p. m.

Indianapolis Order 9-F, Amendment 20, covering fresh fruits and vegetables in certain areas in Indiana and Ohio, filed 4:33 p. m.

Indianapolis Order 10-F, Amendment 20, covering fresh fruits and vegetables in named counties in Indiana, filed 4:33 p. m.

Indianapolis Order 11-F, Amendment 20, covering fresh fruits and vegetables in named counties in the Indianapolis District Office Area, filed 4:32 p. m.

Indianapolis Order 12-F, Amendment 5, covering fresh fruits and vegetables in certain named counties in Indiana, filed 4:27 p. m.

Region VIII

San Francisco Order 1-F, Amendment 22, covering fresh fruits and vegetables in certain areas in California, filed 4:36 p. m.

San Francisco Order 2-F, Amendment 15, covering fresh fruits and vegetables in San Jose, Santa Clara, Mayfair, Berryessa, and Burbank, filed 4:36 p. m.

San Francisco Order 3-F, Amendment 14, covering fresh fruits and vegetables in certain communities in the San Francisco District, filed 4:37 p. m.

San Francisco Order 4-F, Amendment 13, covering fresh fruits and vegetables in certain communities in the San Francisco District, filed 4:37 p. m.

San Francisco Order 5-F, Amendment 12, covering fresh fruits and vegetables in certain communities in the San Francisco District, filed 4:38 p. m.

San Francisco Order 6-F, Amendment 8, covering fresh fruits and vegetables in named communities in the San Francisco District, filed 4:38 p. m.

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register on July 13, 1944.

Region II

Albany Order P-4, covering fresh fish and seafood in Albany, Schenectady, Rensselaer, Greene, Ulster and Columbia, N. Y., filed 9:58 a. m.

Newark Order 4-F, Amendment 8, covering fresh fruits and vegetables in designated counties in New Jersey, filed 9:58 a. m.

Pittsburgh Order 1-F, Amendment 18, covering fresh fruits and vegetables in Pittsburgh and certain surrounding communities, filed 9:58 a. m.

Syracuse Order 1-F, Amendment 13, covering fresh fruits and vegetables in Syracuse, N. Y., filed 9:57 a. m.

Region III

Cincinnati Order 1-F, Amendment 38, covering fresh fruits and vegetables in Hamilton County, Ohio, filed 9:56 a. m.

Columbus Order 12, Amendment 2, covering community food prices in certain counties in Ohio, filed 9:53 a. m.

Detroit Order 1-F, Amendment 26, covering fresh fruits and vegetables in designated counties, filed 9:56 a. m.

Region V

Houston Order 1-F, Amendment 17, covering fresh fruits and vegetables in Houston, Harris County, Tex., filed 10:07 a. m.

New Orleans Order 2-F, Amendment 27, covering fresh fruits and vegetables in Parishes of Orleans, St. Bernard and Jefferson, La., filed 9:55 a. m.

Tulsa Order 5-F, Amendment 12, covering fresh fruits and vegetables in certain areas in Oklahoma, filed 9:54 a. m.

Tulsa Order 6-F, Amendment 12, covering fresh fruits and vegetables in Muskogee and Tulsa, Oklahoma, filed 9:55 a. m.

Wichita Order 2-F, Amendment 5, covering fresh fruits and vegetables in State of Kansas, except for specific counties, filed 9:53 a. m.

Region VI

La Crosse, Order 1-W, Revocation, covering community food prices at wholesale in certain counties in Minnesota and Wisconsin, filed 10:08 a. m.

La Crosse Order 3-W, Revocation, covering dry groceries in certain counties in Minnesota and Wisconsin, filed 10:08 a. m.

La Crosse Order 4-W, Revocation, covering dry groceries in certain counties in Wisconsin, filed 10:08 a. m.

La Crosse Order 5-W, covering dry groceries in certain counties in Wisconsin, filed 10:09 a. m.

La Crosse Order 14, Amendment 1, covering community poultry prices in certain counties in Minnesota and Wisconsin, filed 10:07 a. m.

Milwaukee Order 3-F, Amendment 22, covering fresh fruit and vegetable prices in Racine and Kenosha, filed 9:59 a. m.

Milwaukee Order 5-F, Amendment 21, covering fresh fruits and vegetables prices in Sheboygan and Fon Du Lac Counties, filed 10:06 a. m.

Springfield Order 1-FS, covering fresh fruits and vegetables in Springfield, Sangamon County, Ill., filed 10:11 a. m.

Springfield Order 6-F, covering fresh fruits and vegetables in the Springfield, District, filed 10:11 a. m.

Springfield Order 35, Amendment 1, covering community food prices in all counties in the Springfield, Ill., District, filed 10:11 a. m.

Region VIII

Sacramento Order 1-P, Amendment 2, covering fresh fish and seafood in the Sacramento Area, filed 10:04 a. m.

Sacramento Order 2-P, Amendment 2, covering fresh fish and seafood in the Stockton-Marysville Area, filed 10:02 a. m.

Sacramento Order 3-P, Amendment 2, covering fresh fish and seafood in the Chico-Red Bluff Area, filed 10:02 a. m.

Sacramento Order 4-P, Amendment 2, covering fresh fish and seafood in the Redding Area, filed 10:02 a. m.

Sacramento Order 14, Amendment 4, covering community prices for chickens, turkeys and poultry in the Sacramento District, filed 10:01 a. m.

San Francisco Order G-9, Amendment 6, covering community food prices in certain areas in California, filed 10:06 a. m.

Copies of any of these orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 44-10618; Filed, July 17, 1944; 4:54 p. m.]

List of Community Ceiling Price Orders

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register on July 14, 1944.

Region I

Boston Order 6-F, Amendment 4, covering fresh fruits and vegetables in certain designated counties, filed 10:05 a. m.

Maine Rev. Order 11, Amendment 4, covering community food prices in certain areas in Maine, filed 10:03 a. m.

Maine Rev. Order 13, Amendment 4, covering community food prices in certain areas in Maine, filed 10:02 a. m.

Connecticut Order 2-F, Amendment 16, covering fresh fruits and vegetables in certain areas in Connecticut, filed 10:06 a. m.

Connecticut Order 3-F, Amendment 7, covering fresh fruits and vegetables in certain areas in Connecticut, filed 10:06 a. m.

Region II

District of Columbia Order 1-F, Amendment 15, covering fresh fruits and vegetables in certain areas in the District of Columbia District Office Area, filed 10:07 a. m.

Region III

Grand Rapids Order F-14-A, Amendment 26, covering fresh fruits and vegetables in Urban Area A, filed 10:07 a. m.

Grand Rapids Order F-14-B, Amendment 26, covering fresh fruits and vegetables in Urban Area B, filed 10:08 a. m.

Grand Rapids Order F-14-C, Amendment 9, covering fresh fruits and vegetables in Urban Area C, filed 10:08 a. m.

Grand Rapids Order G-14-D, Amendment 9, covering fresh fruits and vegetables in Urban Area D, filed 10:09 a. m.

Escanaba Order 9-F, Amendment 19, covering fresh fruits and vegetables in certain areas in Michigan, filed 9:51 a. m.

Escanaba Order 10-F, Amendment 19, covering fresh fruits and vegetables in certain areas in Michigan, filed 9:52 a. m.

Escanaba Order 11-F, Amendment 19, covering fresh fruits and vegetables in Escanaba, Gladstone, Delta Counties, Michigan Area, filed 9:53 a. m.

Escanaba Order 12-F, Amendment 18, covering fresh fruits and vegetables in certain designated areas in Michigan, filed 9:53 a. m.

Escanaba Order 13-F, Amendment 18, covering fresh fruits and vegetables in certain areas in Michigan, filed 9:53 a. m.

Escanaba Order 14-F, Amendment 18, covering fresh fruits and vegetables in certain areas in Michigan and Wisconsin, filed 9:53 a. m.

Escanaba Order 15-F, Amendment 18, covering fresh fruits and vegetables in certain areas in Michigan and Wisconsin, filed 9:54 a. m.

Escanaba Order 16-F, Amendment 18, covering fresh fruits and vegetables in Sault Ste. Marie, Chippewa County, Michigan, filed 9:54 a. m.

Escanaba Order 17-F, Amendment 17, covering fresh fruits and vegetables in certain areas in Michigan, filed 9:54 a. m.

Region IV

Birmingham Order 1-F, Amendment 11, covering fresh fruits and vegetables in Jefferson County, Alabama, filed 10:10 a. m.

Jacksonville Order 3-F, Amendment 10, covering fresh fruits and vegetables in Tampa, Florida, filed 9:56 a. m.

Jacksonville Order 7-F, Amendment 10, covering fresh fruits and vegetables in certain cities and towns in Florida, filed 9:56 a. m.

Nashville Order 10-F, Amendment 5, covering fresh fruits and vegetables in certain counties in the Nashville District Office Area, filed 9:55 a. m.

Nashville Order 13, Amendment 5, covering community poultry prices in certain areas in Virginia, filed 9:55 a. m.

South Carolina Order 14, covering retail prices for certain shell eggs in the State of South Carolina, filed 10:04 a. m.

South Carolina Rev. Order 1-F, Amendment 12, covering fresh fruits and vegetables in 7 mile radius of the State House, Columbia, S. C., filed 10:03 a. m.

South Carolina Order 3-F, Amendment 16, covering fresh fruits and vegetables in certain areas in South Carolina, filed 10:04 a. m.

REGION VI

Des Moines Order 2–F, Amendment 9, covering fresh fruits and vegetables in the Des Moines District Area, filed 10:10 a. m.

Duluth-Superior Order 1–F, Amendment 24, covering fresh fruits and vegetables in Duluth, Proctor, City and Town of Superior, filed 9:50 a. m.

Milwaukee Order 2–F, Amendment 22, covering fresh fruits and vegetables in Dane County, Wis., filed 9:51 a. m.

Milwaukee Order 4–F, Amendment 7, covering fresh fruits and vegetables in certain counties in Wisconsin, filed 9:50 a. m.

Twin Cities Order 1–F, Amendment 16, covering fresh fruits and vegetables in St. Paul and Minneapolis and adjoining municipalities, filed 9:49 a. m.

REGION VII

Wyoming Order 1–F, Amendment 6, covering fresh fruits and vegetables in the Cheyenne Area, filed 9:57 a. m.

Wyoming Order 2–F, Amendment 4, covering fresh fruits and vegetables in the Laramie Area, filed 9:59 a. m.

Wyoming Order 3–F, Amendment 3, covering fresh fruits and vegetables in the Casper Area, filed 9:58 a. m.

Wyoming Order 4–F, Amendment 3, covering fresh fruits and vegetables in the Sheridan Area, filed 9:47 a. m.

Wyoming Order 5–F, Amendment 2, covering fresh fruits and vegetables in the Rock Springs Area, filed 9:58 a. m.

Wyoming Order 6–W, Amendment 1, covering community food prices in the Rock Springs Area, filed 10:02 a. m.

Wyoming Order 20, Amendment 6, covering community food prices in the Rock Springs Area, filed 10:00 a. m.

Wyoming Order 21, Amendment 7, covering community food prices in the Cheyenne area, filed 10:00 a. m.

Wyoming Order 22, Amendment 6, covering community food prices in the Casper Area, filed 10:01 a. m.

Wyoming Order 23, Amendment 5, covering community food prices in the Sheridan Area, filed 10:01 a. m.

Wyoming Order 24, Amendment 6, covering community food prices in the Laramie Area, filed 10:00 a. m.

Wyoming Order 31, Amendment 4, covering community food prices in the Douglas Area, filed 9:59 a. m.

Wyoming Order 32, Amendment 2, covering community food prices in the Thermopolis, Worland, Lander and Riverton Area, filed 10:01 a. m.

Wyoming Order 33, Amendment 2, covering community food prices at retail in the Buffalo, Gillette and Sheridan County Area, filed 9:59 a. m.

Copies of any of these orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 44–10619; Filed, July 17, 1944; 4:54 p. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 59–37]

CENTRAL ILLINOIS PUBLIC SERVICE COMPANY

ORDER EXTENDING DATE FOR HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 13th day of July, A. D. 1944.

The Commission having previously instituted a proceeding pursuant to sections 11 (b) (2) and 15 (f) of the Public Utility Holding Company Act of 1935 raising issues, among other things, as to whether it is necessary or appropriate in the public interest or for the protection of investors and consumers to require that Central Illinois Public Service Company revise and simplify its capital structure and take other steps so as fairly and equitably to redistribute voting power among its security holders and to require that it restate its plant and investment, surplus, capital and other accounts so as to segregate, dispose of and eliminate writeups and intangibles in its accounts, set up adequate reserves, and make other adjustments; and

Hearings having been held in such proceedings and having been continued subject to call of the Trial Examiner; and

Notice having been previously given that a hearing in this matter would be reconvened on July 20, 1944; and

Counsel for Central Illinois Public Company having requested that the date for such reconvened hearing be extended; and

The Commission finding that it is appropriate in the public interest and in the interest of investors and consumers to extend the date for such hearing;

It is ordered, That the reconvened hearing in this matter previously set for July 20, 1944 be held on the 12th day of September, 1944 at 10 o'clock in the forenoon at the Commission's offices, 18th and Locust Streets, Philadelphia, 3, Pennsylvania.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 44–10652; Filed, July 18, 1944; 11:39 a. m.]

WAR PRODUCTION BOARD.

FUNK AIRCRAFT COMPANY

CONSENT ORDER

J. C. Funk, H. C. Funk, K. R. Jensen and W. G. Jensen, copartners doing business as Funk Aircraft Company of South Coffeyville, Oklahoma, were charged by the War Production Board with having used preference ratings to secure materials to be used for a purpose other than that for which the preference ratings were assigned to the company. Preference ratings used were assigned to the company for the purpose of purchasing materials to be used in making repair and spare parts for civilian aircraft. Materials were purchased with such preference rating for use by the company in the manufacture and assembly of civilian aircraft in violation of Controlled Materials Plan Regulation 3 and Priorities Regulation 1. Funk Aircraft Company admits extending the rating to secure materials such as airplane motors, propellers, propeller spinners, etc., and the use of some materials in the manufacture and assembly of civilian aircraft. The company does not admit, but does not wish to contest, the fact that at the time of the extension of the above preference ratings it was intended to use such materials in the manufacture of civilian aircraft. In the light of the above facts, the company has consented to the issuance of this order.

Wherefore, upon the agreement and consent of J. C. Funk, H. C. Funk, K. R. Jensen and W. G. Jensen, copartners doing business as Funk Aircraft Company, the Regional Compliance Chief and the Regional Attorney, and upon the approval of the Compliance Commissioner, *It is hereby ordered*, That:

(a) J. C. Funk, H. C. Funk, K. R. Jensen and W. G. Jensen, individually or as copartners doing business as Funk Aircraft Company or otherwise, their or its successors or assigns, shall not directly or indirectly process, fabricate, work on, manufacture or assemble any new aircraft for civilian use so long as the production of aircraft for civilian use is restricted, unless hereafter specifically authorized in writing by the War Production Board.

(b) This order shall not be construed to prohibit the use by J. C. Funk, H. C. Funk, K. R. Jenson and W. G. Jensen, individually or as copartners doing business as Funk Aircraft Company or otherwise, their or its successors or assigns, from using materials for the repair of civilian aircraft when the use of such material and such repair is not otherwise prohibited by the War Production Board.

(c) Nothing contained in this order shall be deemed to relieve J. C. Funk, H. C. Funk, K. R. Jensen and W. G. Jensen, individually or as copartners doing business as Funk Aircraft Company or otherwise, their or its successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board except insofar as the same may be inconsistent with the provisions hereof.

(d) This order shall take effect on the 17th day of July 1944.

Issued this 17th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10605; Filed, July 17, 1944; 4:13 p. m.]

JUL 20 '44

FEDERAL REGISTER

VOLUME 9 NUMBER 144

Washington, Thursday, July 20, 1944

Regulations

TITLE 7—AGRICULTURE

Chapter I—War Food Administration (Standards, Inspections, Marketing Practices)

Subchapter C—Regulations Under the Farm Products Inspection Act

PART 66—HOPS (INSPECTION AND CERTIFICATION)

Pursuant to the provisions of the Department of Agriculture Appropriation Act, 1945, approved June 28, 1944 (P. Law 367, 78th Cong., 2nd Sess.), and by virtue of the authority vested in the War Food Administrator, Title 7, Chapter I, Subchapter C, Part 66, Code of Federal Regulations, is hereby prescribed and promulgated:

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66.1 Meaning of words.
66.2 Terms defined.

ADMINISTRATION

66.3 Authority.

INSPECTION SERVICE

66.4 Kind of service.
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66.6 How to make application.
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66.8 When application is deemed filed.
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66.14 Inspection certificate, issuance.
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REVIEW INSPECTION

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APPEAL INSPECTION

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66.48 Publications.
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66.51 Identification.

AUTHORITY: §§ 66.1 to 66.51, inclusive, issued under Pub. Law 367, 78th Cong.; E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783.

DEFINITIONS

§ 66.1 *Meaning of words.* Words used in this part in the singular shall be

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FEDERAL REGISTER

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NOTICE

The Cumulative Supplement to the Code of Federal Regulations, covering the period from June 2, 1938, through June 1, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at $3.00 per unit. The following are now available:

Book 1: Titles 1–3 (Presidential documents) with tables and index.
Book 2: Titles 4–9, with index.
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deemed to import the plural, and vice versa, as the case may demand.

§ 66.2 *Terms defined.* When used in the regulations, unless otherwise distinctly expressed or manifestly incompatible with the intent thereof:

(a) "Act" means the following provisions of the Department of Agriculture Appropriation Act, 1945, approved June 28, 1944 (P. Law 367, 78th Cong., 2nd Sess.), or any future act of Congress conferring similar authority:

> • • • For enabling the Secretary, independently and in cooperation with other branches of the Government, State agencies, purchasing and consuming organizations, boards of trade, chambers of commerce, or other associations of businessmen or trade organizations, and persons or corporations engaged in the production, transportation, marketing, and distribution of farm and food products, whether operating in one or more jurisdictions, to investigate and certify to shippers and other interested parties the class, quality, and condition of cotton, tobacco, fruits, and vegetables, whether raw, dried, canned, or otherwise processed, poultry, butter, hay, and other perishable farm products when offered for interstate shipment or when received at such important central markets as the Secretary may from time to time designate, or at points which may be conveniently reached therefrom under such rules and regulations as he may prescribe, including payment of such fees as will be reasonable and as nearly as may be to cover the cost for the service rendered: *Provided*, That officers and employees who, under proper authorization, use privately owned motor vehicles in the performance of official travel within the corporate limits of their official stations for the purpose of inspecting and grading farm and food products and the supervision thereof at points located within the said corporate limits may be reimbursed for such travel at a rate not to exceed 3 cents per mile: *Provided further*, That certificates issued by the authorized agents of the Departments shall be received in all courts of the United States as prima facie evidence of the truth of the statements therein contained, • • •

(b) "Department" means the United States Department of Agriculture.

(c) "Administration" means the War Food Administration of the Department.

(d) "Administrator" means the War Food Administrator or any employee of the Department to whom the Administrator has heretofore delegated or may hereafter delegate the authority to act in his stead.

(e) "Director" means the Director of Distribution of the Administration or any employee of the Department to whom the Director has heretofore delegated or may hereafter delegate the authority to act in his stead.

(f) "Branch" means the Grain Products Branch, Office of Distribution of the Administration.

(g) "Chief of Branch" means the Chief of the Branch or any employee of the Branch to whom there has heretofore been delegated or there may hereafter be delegated the authority to act in his stead.

(h) "Person" means any individual, partnership, association, business trust, corporation, or any organized group of persons, whether incorporated or not.

(i) "Inspector" means (1) any employee of the Department authorized by the Administrator or (2) any other person to whom a license has been issued by the Administrator to investigate and certify, in accordance with the regulations, to shippers of hops and other interested parties, any one or more of the following: (i) the class, (ii) quality, and (iii) condition of hops.

(j) "Regulations" means the provisions of this Part 66.

(k) "Hops" means the dried cones of the cultivated varieties of hops.

(l) "Office of inspection" means the office of an inspector.

(m) "Inspection" means an inspection of hops by an inspector to determine any one or more of the following: (1) The class, (2) quality, and (3) condition of such hops.

(n) "Inspection certificate" means a written statement, issued by an inspector, pursuant to the act and the regulations, relative to any one or more of the following: (1) The class, (2) quality, and (3) condition of hops.

(o) "Interested party" means any person financially interested in a transaction involving any inspection, review inspection, or appeal inspection of hops.

(p) "Supervising inspector" means an inspector who is designated by the Chief of Branch to supervise the work of inspectors and to handle appeal inspections of hops in accordance with §§ 66.24 to 66.32 hereof, inclusive.

(q) "Official sampler" means (1) any inspector or (2) any employee of the Department authorized by the Administrator or any other person to whom a license has been issued by the Administrator to draw samples of hops for inspection.

ADMINISTRATION

§ 66.3 *Authority.* The Chief of Branch shall, under the supervision of the Administrator and the Director, perform such duties as the Administrator or the Director, or both, may require in the administration of the provisions of the act or the regulations.

INSPECTION SERVICE

§ 66.4 *Kind of service.* The inspection and certification of hops shall be (a) pursuant to such standards of class, quality, and condition of hops as may be promulgated by the Administrator or (b) pursuant to such instructions and procedures as may be prescribed by the Director.

§ 66.5 *Who may obtain service.* An application for inspection may be made by any interested party, including, but not being limited to, the United States, any State, county, municipality, or common carrier, and any authorized agent of any of the foregoing.

§ 66.6 *How to make application.* An application for inspection may be made to any inspector orally, in writing, or by telegraph. Such inspector may require that an oral application be confirmed in writing.

§ 66.7 *Form of application.* An application for inspection shall include the following information: (a) the date of the application; (b) the identification and location of the hops; (c) the name and post office address of the applicant and, if made by an authorized agent, the name and post office address of such agent; (d) the interest of the applicant in the inspection; (e) if the hops have been inspected previously, a statement to that effect; and (f) such other information relating to the inspection as may be required by the Chief of Branch.

§ 66.8 *When application is deemed filed.* An application shall be deemed filed when made or delivered to an inspector.

§ 66.9 *When application may be withdrawn.* Upon payment by an applicant of the fees and charges required by § 66.43 hereof, an application for inspection may be withdrawn by such applicant at any time before an inspection certificate has been issued.

§ 66.10 *When inspection may be refused.* An inspection may be refused by the inspector to whom an application is made or delivered for noncompliance, by the applicant, with the act or the regulations. The aforesaid inspector shall immediately notify the applicant of the reason for such refusal.

§ 66.11 *Authority of agent.* In the discretion of the inspector to whom an application for inspection is made or delivered by an agent of an applicant, proof of the authority of such agent may be required.

§ 66.12 *Lot inspection.* A lot inspection of hops shall be made by examining a representative sample or samples (drawn only by an official sampler) of a designated quantity of hops for any one or more of the following: (a) class, (b) quality, and (c) condition. Such representative sample or samples of the hops shall be drawn in accordance with such instructions as may be prescribed, from time to time, by the Director.

§ 66.13 *Sample inspection.* A sample inspection of hops shall be made by examining any sample of hops (not drawn by an official sampler) for any one or more of the following: (a) class, (b) quality, and (c) condition. Such sample shall be, in the opinion of the inspector, of a sufficient quantity of hops to permit an accurate determination of the aforesaid class, quality, and condition of such hops.

§ 66.14 *Inspection certificate, issuance.* An inspection certificate shall be issued for each lot inspection and each sample inspection; but in no case shall an inspector sign an inspection certificate covering hops not examined by him.

§ 66.15 *Inspection certificate, form.* Each inspection certificate shall be approved by the Director as to form, shall state the results of the respective inspection, and shall embody, within its written or printed terms, such statements of fact as may be required or authorized by the Director.

(a) *Lot inspection certificate.* A lot inspection certificate shall be issued to show the results of any lot inspection made in accordance with § 66.12 hereof.

(b) *Sample inspection certificate.* A sample inspection certificate shall be issued to show the results of a sample inspection made in accordance with § 66.13 hereof and shall clearly state that such sample inspection certificate applies only to the quantity of hops described therein.

§ 66.16 *Advance information.* Upon the request of any applicant for inspection, all or part of the contents of any inspection certificate issued to such applicant may be telegraphed or telephoned to him at his expense.

§ 66.17 *Disposition of inspection certificate.* The original of any inspection certificate shall, immediately upon its issuance, be delivered or mailed to the applicant unless otherwise directed by such applicant. One copy thereof shall be filed in the respective office of inspection, and one copy shall be forwarded to the Chief of Branch unless otherwise directed by such Chief. Additional copies may be furnished, without charge, to the applicant if a request therefor is made prior to the issuance of such inspection certificate.

REVIEW INSPECTION

§ 66.18 *How to obtain a review inspection.* Any interested party who is dissatisfied with the determination, stated in an inspection certificate, of the class, quality, or condition of any quantity of hops may file an application for a review of the inspection, and such application for a review inspection shall be in writing or by telegraph and filed, within 10 days after the date of such inspection, in the office of inspection where such inspection was made.

§ 66.19 *Application for review inspection, form.* An application for a review inspection shall be signed by the applicant or his duly authorized agent and shall state: (a) the identification of the hops with respect to which such application is made; (b) the names and post office addresses of all other interested parties; (c) such other information as may be required by the Chief of Branch; and (d) that an application for an ap-

peal inspection, provided in § 66.24 hereof, has not been filed, if such is the fact.

§ 66.20 *Basis for review inspection.* A review inspection shall be made by an inspector of the respective office of inspection and shall be based upon (a) a portion of the sample or samples of hops which were drawn for the original lot inspection or (b) a portion of the sample of hops which was submitted for the original sample inspection, as the case may be.

§ 66.21 *Review inspection certificate.* Immediately after a review inspection has been completed, an inspection certificate shall be issued showing the results of such review inspection; and such certificate shall supersede the original inspection certificate issued for the hops involved. Each review inspection certificate shall bear on its face the notation "Review Inspection" and shall clearly identify the number and date of the inspection certificate which it supersedes. Such supersedure shall be effective as of the date of issuance of the review inspection certificate.

§ 66.22 *Disposition of review inspection certificate.* The original of any review inspection certificate shall, immediately upon its issuance, be delivered or mailed to the applicant unless otherwise directed by such applicant. A copy of such review inspection certificate shall be furnished each interested party of record; and one copy shall be forwarded to the Chief of Branch unless otherwise directed by such Chief.

§ 66.23 *Review inspection not to prevent filing appeal.* The review inspection provisions of the regulations shall not prevent any applicant for review inspection or any other interested party from filing an application for an appeal inspection in accordance with the provisions of § 66.24 hereof.

APPEAL INSPECTION

§ 66.24 *When and by whom appeal inspection may be requested.* An application for an appeal inspection may be made by any interested party who is dissatisfied with the determination, stated in any unsuperseded lot, sample, or review inspection certificate, of the class, quality, or condition of any quantity of hops: *Provided,* That (a) the identification of the hops, as stated in the respective inspection certificate, has remained unchanged; (b) the hops have not left the place where they were located when the inspection appealed from was made, and (c) the application is filed within 15 days after the date of the inspection appealed from. The aforesaid application shall be in writing or by telegraph, and shall be filed in the office of any supervising inspector or with the Chief of Branch. Such application shall be accompanied, or followed, by the inspection certificate with respect to which the application for appeal inspection is made, if such certificate is in the possession of the appellant.

§ 66.25 *Appeal inspection application form.* An application for an appeal inspection shall be signed by the applicant or his duly authorized agent and shall state: (a) the identification and location of the hops at the time of making the appeal; (b) the names and post office addresses of all other interested parties; and (c) such other information as may be required by the aforesaid supervising inspector or Chief of Branch.

§ 66.26 *Record of filing appeal application.* A record showing the date and place of filing (a) an application for appeal inspection and (b) other documents pertaining to such appeal inspection shall be made immediately upon receipt thereof at the office of the aforesaid supervising inspector or by the Chief of Branch.

§ 66.27 *When appeal inspection may be refused.* An appeal inspection may be refused (a) for noncompliance, by the applicant, with the act or the regulations or (b) if it appears that (1) the identification of the hops involved has changed, (2) the condition of such hops has undergone a material change since the issuance of the inspection certificate with respect to which the appeal is made, or (3) the hops cannot be made accessible for a thorough reexamination and resampling.

§ 66.28 *When appeal application may be withdrawn.* Upon payment by an appellant of the fees and charges required by § 66.43 hereof, an application for an appeal inspection may be withdrawn by such appellant at any time before an Appeal Inspection Certificate (specified in § 66.30 hereof) has been issued.

§ 66.29 *Who shall make an appeal inspection.* An appeal inspection shall be made only by a supervising inspector.

§ 66.30 *Appeal Inspection Certificate, issuance.* Immediately after an appeal inspection has been completed, an inspection certificate designated as "Appeal Inspection Certificate" shall be issued by the respective supervising inspector showing the results of such appeal inspection.

§ 66.31 *Appeal Inspection Certificate, disposition.* The original of an Appeal Inspection Certificate shall be delivered or mailed to the appellant unless otherwise directed by such appellant. A copy thereof shall be furnished to each interested party of record, and a copy shall be filed in the office of the aforesaid supervising inspector. Additional copies may be furnished, without charge, to such interested party if a request therefor is made prior to the issuance of such Appeal Inspection Certificate.

§ 66.32 *Appeal Inspection Certificate supersedes inspection certificate.* An Appeal Inspection Certificate shall supersede the inspection certificate with respect to which an appeal inspection is made; and such supersedure shall be effective as of the date of issuance of such Appeal Inspection Certificate.

LICENSED INSPECTORS

§ 66.33 *Who may be licensed.* Unless otherwise required by the provisions of § 66.34 hereof, any person who possesses proper qualifications and who has no interest, financial or otherwise, direct or indirect, in merchandising, handling, storing, or processing hops may be licensed by the Administrator as an inspector. Each license which is issued by the Administrator shall be countersigned by the Chief of Branch.

§ 66.34 *Applicant to be examined.* Each person who applies for a license as an inspector shall, if so required by the Chief of Branch, be examined for the purpose of determining his competency as an inspector. Such examination shall be held at such time and place and in such manner as may be prescribed by the Chief of Branch.

§ 66.35 *Suspension or revocation of license.* Pending final action by the Administrator, the Chief of Branch may, whenever he deems such action necessary, suspend the license of any inspector by giving him notice to that effect, accompanied by a statement of the reasons therefor. Within 10 days after the receipt of the aforesaid notice and statement of reasons by the respective licensee, he may file an appeal, in writing, with the Administrator supported by any argument or evidence which such licensee may wish to offer as to why his license should not be suspended or revoked. After the expiration of the aforesaid 10 day period and consideration of such argument and evidence, the Administrator will take such action as he deems appropriate with respect to such suspension or revocation.

OFFICIAL SAMPLERS

§ 66.36 *Who may be licensed.* Any person who possesses proper qualifications and has no interest, financial or otherwise, direct or indirect, in merchandising, handling, storing, or processing hops may be licensed by the Administrator to draw samples of hops. Each license which is issued by the Administrator shall be countersigned by the Chief of Branch.

§ 66.37 *When samples shall be drawn.* Upon the request of any inspector or applicant for inspection, an official sampler shall draw a sample or samples of hops from a designated lot or lots of hops in accordance with such methods which are prescribed by the Chief of Branch.

§ 66.38 *Where samples shall be forwarded.* An official sampler shall forward all samples of hops drawn by such sampler to a designated office of inspection in accordance with the instructions of a supervising inspector, and shall furnish, with each such sample, the information which such supervising inspector may request.

§ 66.39 *Samples shall be accepted for inspection.* Samples of hops drawn by official samplers shall be accepted by any inspector for inspection; and such inspection shall apply only to the quantity of hops from which the respective sample was drawn.

§ 66.40 *Suspension or revocation of license.* Pending final action by the Administrator, the Chief of Branch may, whenever he deems such action necessary, suspend the license of any official sampler by giving him notice to that effect, accompanied by a statement of the reasons therefor. Within 10 days after the receipt of the aforesaid notice and statement of reasons by the respective licensee, he may file an appeal, in writing, with the Administrator supported by any argument or evidence which such licensee may wish to offer as to why his license should not be suspended or revoked. After the expiration of the aforesaid 10 day period and consideration of such argument and evidence, the Administrator will take such action as he deems appropriate with respect to such suspension or revocation.

FEES AND CHARGES FOR INSPECTION

§ 66.41 *Fees and charges for inspection or review inspection.* Fees and charges for any inspection or review inspection shall be in accordance with the applicable provisions of (a) and (b) of this section.

(a) *Inspection by a salaried employee of the Department.* Unless otherwise required by the provisions of (b) of this section, fees and charges for any inspection or review inspection by an inspector who is a salaried employee of the Department shall be in accordance with such schedule of fees and charges as may be fixed and issued by the Director.

(b) *Inspection under a cooperative agreement.* Fees and charges for any inspection or review inspection made pursuant to a cooperative agreement with any State or person shall be in accordance with the terms and provisions of such cooperative agreement.

§ 66.42 *Fees and charges for appeal inspection.* Fees and charges for any appeal inspection shall be in accordance with such schedule of fees and charges as may be fixed and issued by the Director: *Provided,* That if the supervising inspector who makes an appeal inspection finds that there is a material error in the inspection from which an appeal is taken, no fees or charges shall be required.

§ 66.43 *Fees and charges when an application for inspection or appeal inspection is withdrawn or inspection or appeal inspection refused.* In the event (a) any application for inspection or appeal inspection is withdrawn or (b) any inspection or appeal inspection refused pursuant to the applicable provisions of the regulations, the interested party who made the aforesaid application for inspection or appeal inspection shall pay only such expenses which were incurred by the respective inspector or supervising inspector in connection with such inspection or appeal inspection, prior to the aforesaid withdrawal or refusal, as such inspector or supervising inspector may require.

§ 66.44 *Payment of fees and charges.* Fees and charges for any inspection, review inspection, or appeal inspection shall be paid by the interested party making application for any such inspection in accordance with the provisions of (a) and (b) of this section; and, if so required by the respective inspector or supervising inspector, such fees and charges shall be paid in advance.

(a) *Fees and charges for inspection by a salaried employee of the Department.* Fees and charges for any inspection, review inspection, or appeal inspection by any inspector or supervising inspector who is a salaried employee of the Department shall, unless otherwise required pursuant to (b) of this section, be paid by the interested party making application for any inspection, as aforesaid, by check, draft, or money order payable to the Treasurer of the United States and remitted promptly to the Office of Distribution of the Administration.

(b) *Fees and charges for inspection or review inspection under a cooperative agreement.* Fees and charges for any inspection or review inspection under a cooperative agreement with any State or person shall be paid, in accordance with the terms of such cooperative agreement, by the interested party making application for any such inspection.

§ 66.45 *Refunds.* The Director will cause to be refunded to any State or person, who is a party to an inspection service cooperative agreement with the United States, any fees and charges remitted in excess of the amount due the United States.

§ 66.46 *Fees and charges for official samplers.* Fees and charges for the drawing of any samples of hops by any official sampler shall be paid by the interested party, including, but not being limited to, the Office of Distribution of the Administration, making an application for any inspection, either direct to such official sampler or to the person by whom such official sampler is employed in such capacity. All fees and charges for the aforesaid drawing of any sample of hops by any official sampler shall be in accordance with such schedule of fees and charges for the aforesaid drawing of samples of hops as may be fixed and issued by the Director: *Provided,* That if the official sampler is employed under a cooperative agreement, the fees and charges shall be in accordance with the terms of such cooperative agreement.

MISCELLANEOUS

§ 66.47 *Fraud or misrepresentation.* Any wilful misrepresentation or any deceptive or fraudulent practice found to have been made or committed by any person in connection with the making or filing of an application for inspection or appeal inspection or any wilful violation of the regulations may be deemed sufficient cause for debarring such person from any further benefits under the act after opportunity for hearing has been accorded him, and, pending investigation and hearing, the Director may, without hearing, direct that such person shall be denied the benefits of the act. The facts and circumstances with respect to any such wilful misrepresentation, deceptive or fraudulent practice, or wilful violation may be published.

§ 66.48 *Publications.* Publications under the act and the regulations may be made in the FEDERAL REGISTER, the Service and Regulatory Announcements of the aforesaid Office of Distribution, and such other media as the Director may approve for the purpose.

§ 66.49 *Inspection records confidential.* Unless otherwise permitted by the regulations, records of any inspections, including, but not being limited to, copies of any inspection, review inspection, or appeal inspection certificates issued, records of such certificates, applicant's accounts, or other information relating to the work of any office of inspection shall not be made available to, or be opened for examination by, any person who is not connected with the inspection service prescribed by the regulations. Such records as aforesaid shall be held strictly confidential and for reference only by the inspector in charge of such office of inspection, his assistants, and such inspector's supervising inspector. Summarized reports which do not disclose the operations of an individual grower, shipper, or other interested party and which are identified clearly as to source and contents may be released to the public: *Provided,* That, when so released, they shall be published in such manner and in such media as will make the information available alike to all interested parties.

§ 66.50 *Political activity.* All inspectors are forbidden, during the period of their respective appointments or licenses to take an active part in political management or in political campaigns. Political activity in city, county, State, or national elections, whether primary or regular, or in behalf of any party or candidate, or any measure to be voted upon, is prohibited. This applies to all appointees, including, but not being limited to, temporary and cooperative employees, and employees on leave of absence with or without pay. Wilful violation of this section will constitute grounds for dismissal in the case of appointees, and revocation of licenses in the cases of licensees.

§ 66.51 *Identification.* All inspectors and official samplers shall have in their possession at all times and present upon request, while on duty, the means of identification furnished by the Administration to the respective inspector and official sampler.

Issued at Washington, D. C., this 18th day of July 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 44-10692; Filed, July 18, 1944; 3:29 p. m.]

Chapter XI—War Food Administration (Distribution Orders)

[WFO 30-2]

PART 1406—DEHYDRATED FRUIT, VEGETABLES, AND SOUPS

DEHYDRATED VEGETABLES

Pursuant to the authority vested in me by War Food Order No. 30 (8 F.R. 3385), as amended (9 F.R. 4321, 4319, 6007),

and to effectuate the purposes thereof, it is hereby ordered as follows:

§ 1406.3 *Dehydrated vegetables*—(a) *Definitions.* Each term defined in War Food Order No. 30, as amended, shall when used herein have the same meaning as is set forth for such term in War Food Order No. 30, as amended.

(b) *Set-aside percentage for dehydrated onions.* The percentage of dehydrated onions to be set aside, by each processor, and held for sale and delivery to a governmental agency shall, after the effective time hereof, be zero.

(c) *Effective date.* This order shall become effective at 12:01 a. m., e. w. t., the 17th day of July 1944.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 30, 8 F.R. 3385, as amended, 9 F.R. 4321, 4319, 6007)

Issued this 15th day of July 1944.

C. W. KITCHEN,
Acting Director of Distribution.

[F. R. Doc. 44-10693; Filed, July 18, 1944; 3:33 p. m.]

[WFO 75-1, Amdt. 3]

PART 1410—LIVESTOCK AND MEATS

REPORTS AND COMMUNICATIONS

War Food Order No. 75-1, as amended and partially suspended (8 F.R. 11327, 9 F.R. 4319, 5888), § 1410.17, is further amended by deleting (x) and substituting in lieu thereof the following:

(x) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless herein otherwise provided or unless instructions to the contrary are issued by the Director, be addressed to the Meat Order Representative of the Office of Distribution, War Food Administration, for the region in which the communicant is located.

This order shall become effective at 12:01 a. m., e. w. t., July 18, 1944.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 75, 8 F.R. 11119, 9 F.R. 4319, 5333, 5767)

Issued this 17th day of July 1944.

LEE MARSHALL,
Director of Distribution.

[F. R. Doc. 44-10690; Filed, July 18, 1944; 1:32 p. m.]

[WFO 10, Amdt. 5]

PART 1432—RICE

RESTRICTIONS ON SALE AND DISTRIBUTION

War Food Order No. 10, as amended (8 F.R. 9863; 8 F.R. 14785; 9 F.R. 5289; 9 F.R. 4321, 4319) is hereby amended to read as follows:

§ 1432.1 *Restrictions on sale and distribution of rice*—(a) *Definitions.* (1) "Person" means any individual, partnership, association, business trust, corporation, or any organized group of persons whether incorporated or not, and includes any State or political subdivision or agency thereof.

(2) "Governmental agency" means (i) the Armed Services of the United States (excluding, for purposes of this order, United States Army post exchanges, United States Navy ships' service departments, and United States Marine Corps post exchanges); (ii) the War Food Administration (including, but not restricted to any corporate agency thereof); (iii) the War Shipping Administration; (iv) the Veterans' Administration; and (v) any other instrumentality or agency designated by the War Food Administrator.

(3) "Armed Services of the United States" means the Army, the Navy, the Marine Corps, or the Coast Guard of the United States.

(4) "Director" means the Director of Distribution, War Food Administration, or any employee of the War Food Administration, designated by such Director.

(5) "Miller" means any person who mills 500 or more barrels of rough rice, in any month.

(6) "Mill" means to convert rough rice into brown or milled rice for one's own account or the account of another.

(7) "Barrel" means 162 pounds.

(8) "Rough rice" means the commodity defined as such by the "United States Standards for Rough Rice", as amended May 15, 1942.

(9) "Brown rice" means the commodity defined as such by the "United States Standards for Brown Rice", as amended May 15, 1942.

(10) "Milled rice" means the commodity defined as such by the "United States Standards for Milled Rice", as amended April 1, 1944.

(b) *Restrictions.* Beginning October 1, 1944, every miller shall set aside each calendar month and shall hold for sale to a governmental agency, a quantity of milled rice in an amount equal to 35 percent of the total quantity of the brown and milled rice milled by him during the month. Milled rice so set aside shall be of the grade No. 4, or better, of one of the Classes I to X inclusive, or of the grade No. 5 of one of the Classes I to X inclusive, containing not more than 15 percent of broken rice. Beginning October 1, 1944, no miller shall deliver or otherwise dispose of, except to a governmental agency, rice milled by him during any calendar month, in an amount exceeding 65 percent of the total combined quantity of brown and milled rice milled by him during such calendar month. Deliveries to a governmental agency of grades or classes of brown or milled rice other than those specified in this paragraph may be credited against the amount of rice required to be set aside. All rice set aside may be offered for sale, at no more than ceiling prices established by the Office of Price Administration, to a governmental agency in response to announcements or notices by such agency that offers for the sale of such rice will be received on specified dates.

(c) *Exemptions from restrictions of paragraph* (b). (1) The Director may, upon application of any miller, authorize such miller to deliver to persons other than governmental agencies, brown or milled rice, and to credit such deliveries against the quantity of milled rice required to be set aside under (b) hereof, when satisfactory evidence is submitted to the Director that the brown or milled rice so delivered is to be subsequently delivered to a governmental agency in the form of rice or a product thereof.

(2) The restrictions contained in this order shall not apply to rice owned by any individual for use in his own household.

(d) *Contracts.* The provisions of this order and of all orders or regulations issued pursuant thereto shall be observed without regard to contracts heretofore or hereafter made, or any rights accrued or payments made thereunder.

(e) *Audits and inspections.* The Director shall be entitled to make such audit or inspection of the books, records and other writings, premises, or stocks of rice of any person, and to make such investigations, as may be necessary or appropriate, in his discretion, to the enforcement or administration of the provisions of this order.

(f) *Records and reports.* (1) The Director shall be entitled to obtain such information from and require such reports and the keeping of such records by, any person, as may be necessary or appropriate, in his discretion, to the enforcement or administration of the provisions of this order.

(2) Every person subject to this order shall, for at least two years (or for such period of time as the Director may designate), maintain an accurate record of his transactions in rice.

(g) *Petition for relief from hardship.* Any person affected by this order who considers that compliance herewith would work an exceptional or unreasonable hardship on him may apply in writing for relief to the Director setting forth in such petition all pertinent facts and the nature of the relief sought. The Director may thereupon take such action as he deems appropriate, which action shall be final.

(h) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless instructions to the contrary are issued by the Director, be addressed to the Director of Distribution, War Food Administration, Washington 25, D. C., Ref. WF-10.

(i) *Violations.* Any person who violates any provision of this order may, in accordance with applicable procedure, be prohibited from receiving, making any deliveries of, or using rice. Any person who wilfully violates any provision of this order is guilty of a crime and may be prosecuted under any and all applicable laws. Civil action may also be instituted to enforce any liability or duty created by, or to enjoin any violation of, any provisions of this order.

(j) *Delegation of authority.* The administration of this order and the powers vested in the War Food Administrator, insofar as such powers relate to the administration of this order, are hereby delegated to the Director. The Director is authorized to redelegate to any person within the War Food Administration any or all of the authority vested in him by this order.

(k) *Effective date.* This order shall become effective at 12:01 a. m., e. w. t., August 1, 1944. With respect to any violations of said War Food Order No. 10, as amended, or rights accrued, liabilities incurred, or appeals taken under said order, prior to August 1, 1944, said War Food Order No. 10, as amended, shall be deemed in full force and effect for the purpose of sustaining any proper suit, action, or other proceeding with respect to any such violation, right, or liability.

NOTE: All reporting and record-keeping requirements of this order have been approved by, and all subsequent reporting and record-keeping requirements of this order will be subject to the approval of the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 18th day of July 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 44-10694; Filed, July 18, 1944; 3:33 p. m.]

[WFO 67, Partial Suspension]

PART 1460—FATS AND OILS

SUSPENSION OF INVENTORY PROVISIONS

The provisions of § 1460.27, paragraphs (e) and (f), of War Food Order No. 67 (8 F.R. 15810, 9 F.R. 4319, 5501, 6147), are suspended until November 1, 1944.

This order shall become effective at 12:01 a. m., e. w. t., July 18, 1944.

With respect to violations, rights accrued, liabilities incurred, or appeals taken under War Food Order No. 67 prior to said date, all provisions of said War Food Order No. 67 shall be deemed to remain in full force and effect for the purpose of sustaining any proper suit, action, or other proceeding with respect to any such violation, right, liability, or appeal.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 18th day of July 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 44-10695; Filed, July 18, 1944; 3:33 p. m.]

TITLE 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. 4988]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

WILLIAM H. KAMPF, ET AL.

§ 3.55 *Furnishing means and instrumentalities of misrepresentation or deception:* § 3.69 (a) *Misrepresenting oneself and goods—Business status, advantages or connections—Nature, in general:* § 3.72 (e) *Offering deceptive inducements to purchase or deal—Free goods:* § 3.72 (g 10) *Offering deceptive inducements to purchase or deal—Limited offers or supply:* § 3.72 (n) *Offering deceptive inducements to purchase or deal—Special offers, savings and discounts:* § 3.72 (n 10) *Offering deceptive inducements to purchase or deal—Terms and conditions:* § 3.96 (b) *Using misleading name—Vendor—Nature, in general.* In connection with offer, etc., in commerce, of post cards or other mailable matter, (1) using the words "U. S. Pencil Sales," or any other word or words of similar import, to designate, describe or refer to respondent's business; or otherwise representing, directly or by implication, that respondent's business is that of selling or distributing pencils; (2) using the words "Character Reference Bureau," or other word or words of similar import, to designate, describe or refer to respondent's business; or otherwise representing, directly or by implication, that respondent's business is that of obtaining information concerning the characters of individuals; (3) representing, directly or by implication, that the giving of information requested by such post cards or mailable matter by the recipients thereof is for the acceptance of an advertising or introductory offer of free goods, or that the amount of such goods, is limited; (4) representing, directly or by implication, that the information sought from the recipients of such post cards or mailable matter is for the purpose of identifying any person and determining his fitness of character for a responsible position; or (5) selling or distributing post cards or other mailable matter which represent, directly or by implication, that respondent's business is other than that of obtaining information to be used in the collection of debts; or which represent, directly or by implication, that the information sought through such letters is for any purpose other than for use in the collection of debts; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U. S. C., sec. 45b) [Cease and desist order, William H. Kampf et al., Docket 4988, June 15, 1944]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 15th day of June, A. D. 1944.

In the Matter of William H. Kampf and Earl H. Wilson, Individuals

This proceeding having been heard by the Federal Trade Commission upon complaint of the Commission and testimony taken before Arthur F. Thomas, an examiner of the Commission theretofore duly designated by it, in support of the allegations of the complaint, and in opposition thereto, respondents having waived all intervening procedure and further hearing as to the facts, and the Commission, having made its findings as to the facts and its conclusion that respondent William H. Kampf has violated the provisions of the Federal Trade Commission Act:

It is ordered, That the respondent William H. Kampf, an individual, his representative, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of post cards or other mailable matter in commerce, as "commerce" is defined in the Federal Trade Commission Act do forthwith cease and desist from:

1. Using the words "U. S. Pencil Sales", or any other word or words of similar import, to designate, describe or refer to respondent's business; or otherwise representing, directly or by implication, that respondent's business is that of selling or distributing pencils.

2. Using the words "Character Reference Bureau", or other word or words of similar import, to designate, describe or refer to respondent's business; or otherwise representing, directly or by implication, that respondent's business is that of obtaining information concerning the characters of individuals.

3. Representing, directly or by implication, that the giving of information requested by such post cards or mailable matter by the recipients thereof is for the acceptance of an advertising or introductory offer of free goods, or that the amount of such goods is limited.

4. Representing, directly or by implication, that the information sought from the recipients of such post cards or mailable matter is for the purpose of identifying any person and determining his fitness of character for a responsible position.

5. Selling or distributing post cards or other mailable matter which represent, directly or by implication, that respondent's business is other than that of obtaining information to be used in the collection of debts; or which represent, directly or by implication, that the information sought through such letters is for any purpose other than for use in the collection of debts.

It is further ordered, That the respondent shall, within sixty (60) days after service upon him of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which he has complied with this order.

And it is further ordered, That the proceeding be, and the same hereby is, dismissed as to respondent Earl H. Wilson.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 44-10714; Filed, July 19, 1944; 11:10 a. m.]

TITLE 29—LABOR

Chapter V—Wage and Hour Division

PART 526—INDUSTRIES OF A SEASONAL NATURE

LOUISIANA SUGARCANE BAGASSE OPERATIONS; EXEMPTION FROM MAXIMUM HOURS PROVISIONS [1]

In the matter of the application to include certain operations on sugar cane bagasse within that portion of the cane

[1] Affects tabulation in § 526.101.

sugar processing and milling branch of the cane sugar industry in Louisiana which has been granted a partial exemption from the maximum hours provisions of the Fair Labor Standards Act of 1938 pursuant to section 7 (b) (3) of the act.

Whereas, an application was filed to include the artificial drying, separating into proper lengths, and grinding of bagasse resulting from the processing of sugar cane into raw sugar, syrup and molasses within that portion of the cane sugar processing and milling branch of the cane sugar industry located in Louisiana which the Administrator determined, on November 18, 1939 (4 F.R. 4615), to be an industry of a seasonal nature within the meaning of section 7 (b) (3) of the Fair Labor Standards Act of 1938 and Part 526, as amended, of the regulations issued thereunder; and

Whereas, upon consideration of the facts stated in the said application, the Administrator determined (8 F.R. 15493), pursuant to § 526.5 (b) (2) of regulations, Part 526, as amended, that a prima facie case had been shown for amending the existing determination granting an exemption under section 7 (b) (3) of the act to that portion of the sugar cane processing and milling branch of the cane sugar industry which is located in Louisiana, to include therein the artificial drying, separating into proper lengths, and grinding of bagasse resulting from the processing of sugar cane into raw sugar, syrup and molasses, in sugar cane processing plants in Louisiana, during the sugar cane processing season; and

Whereas, within 15 days following the publication of this preliminary determination the Administrator received an objection and request for hearing; and

Whereas, pursuant to §§ 526.5 and 526.6 of the said regulations, the Administrator gave notice of a public hearing to be held in Room 914, the Richards Building, 837 Gravier Street, New Orleans, Louisiana, on January 28, 1944 before Nathan Rubinstein, an authorized representative of the Administrator, who was authorized to receive evidence and hear argument for the purpose of determining:

Whether the artificial drying, separating into proper lengths, and grinding of bagasse resulting from the processing of sugar cane into raw sugar, syrup, and molasses in sugar cane processing plants in Louisiana during the sugar cane processing season shall be included within that portion of the cane sugar processing and milling branch of the cane sugar industry located in Louisiana which has been determined to be an industry of a seasonal nature pursuant to section 7 (b) (3) of the Fair Labor Standards Act of 1938 and Part 526, as amended, of the regulations issued thereunder;

and

Whereas, following such hearing the said representative of the Administrator duly made the following findings:

1. Certain sugar cane mills in Louisiana dehydrate bagasse resulting from the grinding of sugar cane in order to make it suitable for use as litter, horticultural humus, and other purposes.

2. In order to produce a satisfactory product, it is necessary to dehydrate the bagasse while it is still "fresh"; that is, immediately after it comes from the cane sugar mill, and before it becomes mouldy or discolored as the result of exposure to the air. "Fresh" bagasse is available for dehydrating only while the cane sugar plants are engaged in the milling of sugar cane.

3. The dehydrating of bagasse in Louisiana takes place during a regularly recurring period of about 3 months each year, concurrently with the processing of sugar cane into raw sugar, syrup, and molasses. The dehydrating activities cease completely at about the same time that the milling of sugar cane ceases, for the reason that fresh bagasse is not available in the remainder of the year. The dehydrating operations do not lengthen the operating season of the sugar cane mills in Louisiana.

4. The dehydrating of bagasse, as carried on at present in Louisiana is a part of, and should be included within, that portion of the sugar cane processing and milling branch of the cane sugar industry located in Louisiana, which the Administrator has determined (4 F.R. 4615) to be an industry of a seasonal nature within the meaning of section 7 (b) (3) of the Fair Labor Standards Act and Part 526 of the regulations, as amended.

5. The term "dehydrating of bagasse" as used in this determination includes the following operations when performed on the premises of a sugar cane mill during the sugar cane processing season: chopping or cutting the stalks into sizes suitable for dehydrating; separating the bagasse into proper lengths; drying the bagasse artificially; baling, wrapping and storing the dehydrated bagasse; and any operations necessary and incident to the foregoing.

The application is granted in accordance with the above findings of fact,

and

Whereas, on June 13, 1944, there was caused to be published, pursuant to the provisions of § 526.7 of the regulations, a notice (9 F.R. 6460) to the effect that any person aggrieved by the said findings might, within 15 days after June 13, 1944, file a petition with the Administrator requesting that he review the action of the said representative upon the record of the hearing; and

Whereas, no such petition was filed within the said 15-day period,

Now, therefore, pursuant to the provisions of § 526.7 of the regulations, the exemption provided by section 7 (b) (3) of the Fair Labor Standards Act of 1938 shall become effective for the "dehydrating of bagasse", in accordance with the above findings upon publication of this determination in the FEDERAL REGISTER.

Signed at New York, New York, this 13th day of July 1944.

L. METCALFE WALLING,
Administrator.

[F. R. Doc. 44-10696; Filed, July 18, 1944; 3:33 p. m.]

Chapter VI—National War Labor Board

PART 803—GENERAL ORDERS

EXEMPTION OF CERTAIN EMPLOYERS FROM WAGE ADJUSTMENTS

§ 803.4 *General Order No. 4.*[1] • • • (d) • • •

The National War Labor Board, under this paragraph, has approved the following exceptions to the exemption provided for in paragraph (a) of this order:

(28) Firms in the automotive repair and tire industry in Region X of the National War Labor Board, embracing the states of California, Nevada and Arizona. For the purposes of this subdivision, the automotive and tire repair industry is defined as comprising those firms who regularly employ an individual, or individuals, to perform any or all of the following functions for the general public: the repairing of damaged automobile or truck fenders and bodies to restore their original shape and smoothness or surface by hammering out and filling dents, and by welding breaks in the metal; the disassembling and overhauling of automobile, or truck engines, transmissions, clutches, rear ends, the grinding of valves, and the aligning of wheels, or the retreading and recapping of automobile or truck tires. The foregoing definitions shall include any firm employing a body and fender repairman, metal man, assembler, automotive electrician, body builder, brake specialist, combination man, front-end man, frame and axle man, automotive machinist, automotive mechanic or truck mechanic who performs any or all of the aforementioned functions. Establishments exclusively engaged in the servicing of automobiles and trucks, filling tanks with gasoline, greasing, lubricating, washing, etc., shall not be included in this definition, provided that they employ no person who performs any of the functions included above in the industry. (Approved, July 4, 1944)

(29) Jewelry stores and watch repair establishments in Region IX, embracing the States of Colorado, Montana, New Mexico, Wyoming, Utah and Idaho. (Approved, July 11, 1944).

(30) Jewelry industry in Region X. For the purposes of this subdivision, the jewelry industry is defined as follows: (i) Manufacturing jewelers and trade shops: Establishments engaged in the manufacture of jewelry for the purpose of resale and establishments engaged in providing for the retail jewelry trade in services of special order manufacturing, engraving, jewelry repair and watch and clock repair. (ii) Retail jewelry: Establishments engaged in selling at retail any combination of the lines of jewelry such as diamonds and other precious stones mounted in precious metals as rings, bracelets, brooches, sterling and plated silverware, and watches and clocks. (Approved July 11, 1944).

(31) All contractors in the building and construction industry in the United States. (Approved, July 7, 1944).

(E.O. 9250, 7 F.R. 7871)

THEODORE W. KHEEL,
Executive Director.

[F. R. Doc. 44-10708; Filed, July 19, 1944; 10:11 a. m.]

[1] 8 F.R. 12967; 9 F.R. 2537, 3067, 3286, 4805, 5769, 6395.

TITLE 32—NATIONAL DEFENSE

Chapter IX—War Production Board

Subchapter B—Executive Vice-Chairman

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 1010—SUSPENSION ORDERS

[Suspension Order S-585]

DOWNES LUMBER CO., INC.

Downes Lumber Co., Inc., of Boston, Massachusetts, is a retailer of pine lumber. During the period between May 27 and October 22, 1943, it placed fifteen separate orders for one carload each of restricted Western pine lumber and obtained delivery on these orders, each of which bore an AA-1 rating and a certification that the lumber was required to fill a specific purchase order already entered. Each of these certifications was false in that the lumber was not required to fill specific purchase orders already entered, but was obtained in order to replenish the company's inventory. The company had a copy of Order L-290 and was grossly negligent in relying on statements of its suppliers' salesmen to the effect that the order meant something other than its language plainly indicated.

The furnishing of these false certificates has interfered with the controls established by the War Production Board over the distribution of scarce material and subjected the company to administrative action under the provisions of Limitation Order L-290 and Priorities Regulation No. 1. In view of the foregoing, it is hereby ordered, that:

§ 1010.585 *Suspension Order No. S-585.* (a) Downes Lumber Co., Inc., its successors and assigns shall not order or accept deliveries of restricted Western lumber, as defined in Limitation Order L-290 as amended March 20, 1944, unless specifically authorized in writing by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve Downes Lumber Co. Inc., its successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except in so far as the same may be inconsistent with the provisions hereof.

(c) This order shall take effect on July 18, 1944, and shall expire November 18, 1944.

Issued this 11th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10697; Filed, July 18, 1944; 4:33 p. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S-589]

THOMAS POOLE

Thomas Poole of 64 Garden Street, Rockport, Massachusetts, in the spring of 1943 began construction of a residence on land owned by him on School Street, Rockport, without authorization from the War Production Board. The cost of this construction was $3,000, which amount exceeded the limit of $200. permitted by Conservation Order L-41 and was in violation of that order. Thomas Poole was aware of War Production Board restrictions on construction, and doing this construction without authorization constituted a wilful violation of Conservation Order L-41. This violation of Conservation Order L-41 has diverted critical materials to uses not authorized by the War Production Board. In view of the foregoing, it is hereby ordered, that:

§ 1010.589 *Suspension Order No. 589.* (a) Neither Thomas Poole, his successors or assigns, nor any other person, shall do any construction on the premises owned by Thomas Poole on School Street, Rockport, Massachusetts, including putting up or altering the structure, unless hereafter specifically authorized in writing by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve Thomas Poole, his successors or assigns, from any restriction, prohibition, or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(c) This order shall take effect on July 18th, 1944.

Issued this 18th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10698; Filed, July 18, 1944; 4:33 p. m.]

PART 3281—PULP AND PAPER

[General Conservation Order M-241, as Amended July 18, 1944]

PAPER AND PAPERBOARD

§ 3281.63 *General Conservation Order M-241.*—(a) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable regulations of the War Production Board, as amended from time to time, except to the extent of any inconsistency, in which event the provisions of this order shall govern.

(b) *Definitions.* For the purpose of this order:

(1) "Person" means any individual, partnership, association, business trust, corporation, governmental corporation or agency, or any organized group of persons whether incorporated or not.

(2) "Produce" and "manufacture" mean and include all making and finishing operations prior to packing or packaging.

(3) "Finished production" means paper or paperboard ready for packing or packaging.

(4) "Grade" means any kind of paper or paperboard for which a caption or subcaption is provided in Form WPB-514 or any particular grade even though not specifically mentioned within such kind, except those grades listed below which are covered by other WPB orders as specified. Also included are all the coated papers not mentioned by captions but for which any captioned grade or item thereunder is used as a base stock.

Paper and paperboard under the following WPB-514 Captions in the table immediately following are specifically excluded from this order and are subject to and should be reported under the appropriate controlling order indicated therein.

NOTE: Table amended July 18, 1944.

Type	WPB-514 Caption	Controlling order
Container board	210000 through 219000	M-299
Paperboard	220000 through 269000 (except 240000 through 249000, 253000 and "Sanitary food container stock" as listed in Appendix B to this order and 261100, 261200, 262000).	M-378
Building boards	261100, 261200 and 262000	
Asbestos and asbestos filled paper.	123000	M-79

(c) *Restrictions on production of paper and paperboard.* Unless specifically authorized by the War Production Board, no person shall produce paper or paperboard on any paper machine (Yankee, Harper, Fourdrinier, Cylinder or Wet Machine), which did not produce paper or paperboard in the period May 1, 1943 to July 15, 1943 inclusive.

(d) *Reserve production.* (1) (i) Each manufacturer shall reserve in his total overall production of paper or paperboard for the month of July 1944 and for each calendar month thereafter time and supplies sufficient to produce and deliver within such month the following percentage or percentages applied either to his total production or to his production of a stated grade or combination of grades as indicated below:

NOTE: Table amended July 18, 1944.

Type	WPB-514 Caption	Percent
(Grade) Condenser Tissue	047200	100
(Grades) "Sanitary Food Containers Stock"	For captions see Appendix B to this order	100
(Class) All other papers and paperboards	All other captions except those excluded under paragraph (b) (4).	35

The War Production Board may from time to time change such percentage or percentages and apply percentages to other grades or combination of grades, by notice in writing to each manufacturer or by publication in the FEDERAL REGISTER at least ten days prior to the first of the month, to the production of which such change is applicable.

(ii) When production is reserved by applying a percentage to a stated grade or grades, the production of such grade or grades for which a manufacturer is obligated shall be determined by applying the stated percentage to the average monthly finished production of such grade or grades which the manufacturer has reported on Form WPB–514 for the most recent three calendar quarters.

When production is reserved by applying a percentage to a class or classes such as Rag Content Papers the production of such class or classes for which a manufacturer is obligated shall be determined by applying the percentage to the lesser of: (*a*) the monthly production of the class or classes which the manufacturer can produce subject to his authorized use of pulp under Order M–93, or (*b*) the average monthly production of the class or classes which the manufacturer has reported on Form WPB–514 for the most recent calendar quarter.

(iii) On or before the 15th day of any month, the War Production Board may direct any manufacturer to employ his reserve production for any month to produce any grade of paper or paperboard which such manufacturer is qualified to produce and in any quantity not exceeding the percentage of his production designated for such month by the War Production Board less his tonnage credit current at the time against such month's reserve production under the provisions of paragraph (d) (4). Similar directions may be issued by the War Production Board after the 15th day of any month under paragraph (d) (2) (ii). The War Production Board may require the manufacturer to sell and deliver such tonnage to any person it may name. The manufacturer may refuse to so produce, sell, or deliver such reserve production only for the reasons specified for the refusal of rated orders in § 944.2 of Priorities Regulation No. 1.

(2) (i) If, on or before the 15th day of any month in which production is reserved, the manufacturer does not receive from the War Production Board directions as to the disposition of all production reserved in such month, he may employ, subject to the provisions of paragraph (d) (2) (ii) below, the production for which no directions have been received, as he may desire consistent with the provisions of this and other orders of the War Production Board.

(ii) If, as of record with the War Production Board on the 15th day of any month, a manufacturer of paper or paperboard has not been credited with accepting voluntarily or by directive from the War Production Board, an order or orders for paper and paperboard to be delivered, directly or through another person to the Armed Forces (i. e., the first six procurement activities listed in paragraph (d) (5)) from his production in such month in a total amount equal to 30% of his reserve production by type the manufacturer shall continue to be obligated for such month until the close of the fourth calendar day prior to the first day of the next succeeding month, for that portion of such percentage of his reserve production for which he has accepted no orders for delivery to the Armed Forces.

(3) The War Production Board may establish in an appendix or appendices to this Order M–241 additional controls over the production, distribution, delivery and use of any grade or combination of grades of paper or paperboard for which 100 percent production is reserved. The reserve of such grade or combination of grades shall then be subject to direction for the entire month and continuously for so long as 100 percent of such production is reserved. When 100 percent of the production of any grade or combination of grades is reserved, the use of reporting Form WPB–3270 is not required for such grade or combination since the full control will be specified in the proper appendix.

(4) (i) *Credit for directed tonnage.* Should the War Production Board direct a manufacturer of paper or paperboard to accept an order to be shipped from his reserve production, the reserve production for which such manufacturer is obligated shall be reduced (except as provided in the paragraph immediately following) by the tonnage specified in such directive, and such reduction concurrently recorded to such manufacturer's credit on the records of the War Production Board.

(ii) *When directed tonnage is not credited.* Credit against the reserve production obligations of a manfacturer is not given for the tonnage specified in a directive when the following conditions prevail:

(a) Any one of the first six procurement activities (the Armed Forces) requests a qualified manufacturer to bid on a contract or accept a purchase order from such activity, and

(b) The manufacturer fails to bid on the contract or refuses to voluntarily accept the purchase order, and

(c) The War Production Board records on the acceptance of contracts and purchase orders by such manufacturer against his reserve production show that the acceptance of such contract or part thereof or such purchase order at the time the request was issued would not have caused him to produce more tonnage in any month than his reserve production obligations for such month, and

(d) Because of such failure to bid on the contract or refusal to accept the purchase order, a directive is issued to the manufacturer by the War Production Board.

(iii) Any manufacturer who has accepted, directly or through another person, an order or orders for paper or paperboard to be produced for the account of any activity or use listed in paragraph (d) (5), shall immediately report such acceptance in triplicate on Form WPB–3270 and thereafter shall immediately report to the War Production Board on such form any change requested by the purchaser in any previously reported order or orders, if such change involves cancellation, or a change in quantity or in the month of manufacture. When the proper order or orders or requested changes reported on Form WPB–3270 have been correctly reported to the War Production Board, the manufacturer will be notified accordingly and credit against the manufacturer's reserve production will be recorded, subject to the provisions of paragraph (d) (2) (ii). Thereafter the manufacturer shall produce such orders according to his schedule as so reported to the War Production Board. (The reporting requirements of this paragraph have been approved by the Bureau of the Budget, pursuant to the Federal Reports Act of 1942.)

(5) Procurement activities:

1. United States Army
2. United States Army Map Service
3. United States Army Air Forces
4. United States Navy
5. The United States Marine Corps
6. The United States Coast Guard
7. United States Maritime Commission and War Shipping Administration
8. Lend-Lease Administration — Foreign Economic Administration
9. Panama Canal
10. Bureau of Public Debt
11. United States Government Printing Office
12. United States Bureau of Engraving and Printing
13. Procurement Division of the United States Treasury
14. Office of Economic Warfare—Foreign Economic Administration (orders with an O. E. W. or F. E. A. approved export license)
15. United States Post Office
16. Producers of products or parts thereof, for any of the 15 procurement activities listed above to the extent that the primary paper or paperboard is to be used exclusively as a component part of the product or part thereof, or is to be used exclusively for the necessary packaging of the product or part thereof, to be delivered on a contract or purchase order issued by such activity. (Report Government Department Order number and name of converter or user.)

(e) *Restrictions on inventory.* Unless specifically authorized by the War Production Board or excepted by paragraph (e) (4):

(1) *Consumers inventories except those covered by M–241–a, L–241, L–244, L–245, and (after July 1st, 1944) L–289.* (i) No person shall knowingly deliver to any person except a paper merchant and no person except a paper merchant shall accept delivery of any quantity of paper or paperboard (other than newsprint) if the total inventory in the hands of the person accepting delivery is, or will by virtue of such acceptance become, either (a) in excess of two carloads or (b), in excess of forty-five calendar days' supply, whichever is greater, on the basis of either his average rate of consuming such paper or paperboard for the preceding quarter or his average rate of consuming such paper or paperboard as projected for the then current quarter.

(ii) Regardless of the provisions of (1) (i) above, no person shall knowingly deliver to a manufacturer of folding boxes, setup boxes, or paper shipping sacks and no manufacturer of folding boxes, setup boxes, or paper shipping sacks shall accept delivery of any quantity of paper or paperboard (other than newsprint) if the total inventory in the hands of the person accepting delivery is, or will by virtue of such acceptance become either (a) in excess of two carloads or (b) in excess of sixty calendar days' supply, whichever is greater, on the basis of either his average rate of consuming such paper or paperboard for the preceding quarter or his average rate of consuming such paper or paperboard as projected for the then current quarter.

(2) *Merchants inventories.* After January 1, 1944, no person shall knowingly deliver to a paper merchant, and no paper merchant shall accept delivery of any quantity of paper or paperboard (other than newsprint) if the total inventory in the hands of such paper merchant is, or will by virtue of such acceptance become, either (a) in excess of two carloads, or (b), in excess of forty-five calendar days' supply, whichever is greater, on the basis of either his average rate of distributing such paper or paperboard for the preceding quarter or his average rate of distributing such paper or paperboard as projected for the then current quarter.

(3) *Mill inventories.* "Mill inventory" means all paper and paperboard other than that produced or being produced for prompt shipment against a definite order.

No person shall produce at any mill any quantity of paper or paperboard, if his inventory at such mill is, or will by virtue of such production, become, in excess of (a) two carloads or (b), in excess of sixty calendar days' supply, whichever is greater, on the basis of either the average rate of shipment of paper or paperboard from such mill for the preceding quarter or the average rate of shipment of paper or paperboard from such mill as projected for the then current quarter.

(4) *Item inventories.* The restrictions of paragraph (e) apply equally to paper and paperboard of foreign and domestic origin, and apply to intra company deliveries as defined in § 944.12 of Priorities Regulation No. 1. They do not, however, apply to those papers commonly reported on United States Department of Commerce (Census) Form WPB–514, as revised, under the captions "Blueprint and similar base stock (043110 and 043210); photographic and other sensitizing stock (043130, 043220 and 043230); and Cigarette (047300)"; or to any paper or paperboard after it is printed or converted beyond waxing or coating.

(f) *Miscellaneous provisions—(1) Records.* All persons affected by this order shall keep and preserve for not less than two years accurate and complete records concerning inventories, production and sales.

(2) *Audit and inspection.* All records required to be kept by this order shall upon request, be submitted to audit and inspection by duly authorized representatives of the War Production Board.

(3) *Reports.* All persons affected by this order shall execute and file with the War Production Board such reports and questionnaires as said Board shall from time to time request, subject to the approval of the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

(4) *Violations.* Any person who wilfully violates any provision of this order or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime and upon conviction may be punished by fine or imprisonment. In addition any such person may be prohibited from making or obtaining further deliveries of or from processing or using materials under priority control and may be deprived of priorities assistance.

(5) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter in triplicate, referring to the particular provision appealed from and stating fully the grounds of the appeal.

(6) *Communications.* All communications concerning this order shall unless otherwise directed be addressed to War Production Board, Paper Division, Washington 25, D. C., Ref.: M–241.

Issued this 18th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

APPENDIX A—CONDENSER TISSUE

(a) *Definitions:* For the purpose of this appendix:

"Condenser tissue" includes the following mill grades: Kraft Condenser Tissue, Linen Condenser Tissue; Tan Condenser Tissue; Kraft Electrolytic; Manila Electrolytic; Kraft Coil; Rag Coil; and Cream and Grey Special Tissue, and any other similar grade which may be produced from time to time.

Restriction on delivery and receipt of condenser tissue:

(b) *Restrictions on acceptance of delivery.*—On and after July 1, 1944, no consumer shall accept delivery from a producer of condenser tissue except as authorized by the War Production Board in writing.

(c) *Delivery restrictions.*—On and after July 1, 1944 no producer shall deliver condenser tissue except on an order accompanied by a written statement, manually signed by the consumer or an authorized official of the consumer in the following form:

> Authorized under M–241 Appendix A.
> Date of authorization _____, authorization number _____.

This written statement shall constitute a representation (subject to the penalties of Section 35A of the United States Criminal Code) that the consumer is authorized under this and other applicable War Production Board regulations and orders to place the delivery order and receive the items ordered for the purpose for which ordered. The standard certification of Priorities Regulation 7 must not be used instead of the certification described in this paragraph (c).

(d) *Ratings.*—Ratings shall be used in connection with condenser tissue only as may be directed by the War Production Board on form WPB–3680. No consumer shall apply any other rating to any order for condenser tissue or use a rating in any other way to procure condenser tissue from a producer.

(e) The War Production Board may at any time by wire or letter revise a previously issued authorization so as to make any of the paper covered by such authorization available for another use, and, for the purpose of fulfilling a time requirement of the armed forces, may direct a producer to produce and deliver condenser tissue for such requirement prior to the production and delivery of any other condenser tissue.

(f) *Applications and reports.* (1) Each person who desires to receive a delivery or deliveries of condenser tissue in any calendar month shall file his application in triplicate on Form WPB–3680 with the War Production Board on or before the fifth day of the month immediately preceding such month, or at any other time currently required in such form, and shall furnish the information provided for on such form.

(2) The reporting requirements set forth in paragraph (f) (1) of this appendix have been approved by the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

(g) This Appendix A of M–241 is subject to all the provisions of M–241 not inconsistent with the provisions of this appendix.

APPENDIX B—SANITARY FOOD CONTAINER STOCK

NOTE: Appendix B added July 18, 1944.

(a) *Definitions.* For the purpose of this appendix:

(1) "Sanitary food container stock" means and is limited to the following captions as they now appear or will appear in the following WPB–514 forms respectively:

WPB–514 (Current)	*WPB–514 (Proposed)*
053600 Cup stock	224004 Cup and round nested food container stock.
224004 Hot drink cup stock	
224005 Round nested food container stock	
224001 Milk bottle stock	224001 Milk bottle stock.
225001 Milk bottle stock	
224002 Milk bottle hood and lip cover stock	224002 Milk bottle hood and lip cover stock.
225002 Milk bottle hood and lip cover stock	
224003 Liquid tight cylindrical can and lid stock	224006 Liquid tight container stock.
225002 Liquid tight cylindrical can and lid stock	224005 Cup lid stock.
225004 Milk bottle cap and plug stock	224008 Milk bottle cap and plug stock.

(b) *Reserve production.* (1) The reserve production for which a manufacturer is obligated under this Appendix B shall be determined for each kind of "Sanitary Food Container Stock" by the total monthly production of such kind which the manufacturer can produce subject to his authorized use of pulp under WPB Order M–93. (This provision supersedes paragraph (d) (1) (ii) of M–241.)

(2) The War Production Board may at any time direct any manufacturer to employ that part of his reserve production for which no directive has been issued (and which has not been used or for which a definite commitment has not been made to fill a purchase order authorized by the War Production Board) to produce any grade of "sanitary food container stock" and to sell and deliver such production to any person it may name, and thereafter such manufacturer shall so produce and deliver. The manufacturer may refuse to so sell and deliver such production only for the reasons specified for the refusal of rated orders in § 944.2 of Priorities Regula-

tion No. 1. (This provision supersedes paragraph (d) (1) of (iii) of M-241.)

(3) A manufacturer may use any part of his reserve production for which he has not received a directive or directives by the War Production Board to produce and deliver the quantity of "sanitary food container stock" specified by a purchaser in an order authorized and certified in accordance with the provisions of paragraph (c) (2) below. (This provision supersedes paragraph (d) (2) (i) of M-241.)

(c) *Delivery restrictions.* (1) On and after July 18, 1944 no person shall purchase or accept delivery from any manufacturer of any quantity of "sanitary food container stock" except as authorized in writing by the War Production Board.

(2) On and after July 18, 1944 no person shall sell or deliver any part of his production of "sanitary food container stock" except in accordance with a directive issued by the War Production Board or in fulfillment of a purchase order containing a statement manually signed by an authorized official of the purchaser in the following form:

Authorized by the War Production Board under M-241
Appendix B. Date of authorization _____
Authorization No. _____
Quantity _____

This written statement shall constitute a representation (subject to the penalties of section 35A of the United States Criminal Code) that the purchaser is authorized under this and other applicable War Production Board regulations and orders to purchase and receive the quantity of "sanitary food container stock" ordered, for the purpose, if any, specified in the purchase authorization issued to him by the War Production Board. The Standard Certification of Priorities Regulation 7 must not be used as a substitute for the certification specified in this paragraph (c).

(3) An authorization to purchase given to a converter of "sanitary food container stock" may be passed on by the converter to an intermediate processor, such as a waxer of the stock, and the manufacturer may sell and deliver to the processor under the authorization provided the processor delivers a certificate in the form prescribed in paragraph (c) (2) and also certifies on his order that the stock so purchased under a particular authorization number will be delivered only to the converter to whom the authorization was issued.

(d) *Variations in quantity produced and delivered.* (1) Each directive and each purchase authorization issued by the War Production Board under this order is subject as to quantity manufactured, delivered and accepted, to the following percent of variation in quantity ordered:

	Percent
Less than 20,000 pounds	15
20,000 to 40,000 pounds	10
40,000 pounds or more	5

This variation shall not be exceeded as to delivery, and if exceeded in manufacture, the amount of the excess, unless it can and may be used in filling another authorized purchase order, shall be immediately reported to the War Production Board with information as to the specifications, amounts, and name of purchaser who ordered it. The War Production Board will thereafter promptly direct its disposition.

(2) If, on or before the 15th day of the second month in any calendar quarter year, a manufacturer has not received directives and accepted authorized purchase orders for "sanitary food container stock" in a total tonnage equal to the total tonnage he is able to produce in such calendar quarter year, subject to his use of pulp authorized under Order M-93, he shall on or before the 20th day of such month mail to the War Production Board a statement of the tonnage of each kind of "sanitary food container stock" he is able to produce in such calendar quarter year over and above the tonnage for which he has received directives or accepted authorized purchase orders. The War Production Board will thereafter endeavor to see that such manufacturer receives directives or authorized purchase orders of sufficient tonnage to cover such production. This provision shall not prevent the manufacturer from accepting authorized purchase orders thereafter voluntarily offered him and is only for the purpose of assuring the full production authorized under Order M-93 and the distribution of any unsold production to those who have not received the full amount they have been authorized to purchase.

(3) If, for any reason beyond his control, a manufacturer finds he is unable to use in any calendar quarter year the pulp allocated to him for the manufacture of "sanitary food container stock" or to produce and deliver during such calendar quarter year in accordance with any directive or directives issued to him by the War Production Board or to produce and deliver any authorized purchase order or orders accepted by him for production in such quarter year, he shall immediately so notify the War Production Board giving specific information with respect to each such directive or purchase order as to name of customer, specifications, promised shipping dates and the tonnage of the pulp allocated to him which he is unable to use in such quarter. The War Production Board shall thereafter take such action as may be practicable to prevent an overall loss in production of "sanitary food container stock" and failure to fulfill authorized purchase orders, and may direct that the pulp such manufacturer is unable to use for producing such directives or authorized purchase orders be sold and shipped to another manufacturer or manufacturers of such stock for use in manufacturing such "sanitary food container stock", and may authorize such other manufacturer to use such pulp for manufacturing such stock. Thereafter, such other manufacturer's reserve production of "sanitary food container stock" shall be correspondingly increased.

(e) This appendix B of M-241 is subject to all the provisions of M-241 not inconsistent with the provisions of this Appendix except the provisions of paragraphs (d) (2) and (d) (4).

NOTE: The reporting requirements of this appendix have been approved by the Bureau of the Budget, pursuant to the Federal Reports Act of 1942.

[F. R. Doc. 44-10699; Filed, July 18, 1944; 4:33 p. m.]

PART 3285—LUMBER AND LUMBER PRODUCTS

[Order L-335, Direction 9]

LIMITATIONS ON RECEIPTS OF CERTAIN SPECIES AND GRADES OF LUMBER

The following direction is issued pursuant to Order L-335:

(a) *Limitation on receipts of lumber for use in making products listed in Schedule I.* No person shall receive any of the following types of lumber for use in producing an item listed on Schedule I below: #1 common and better grades of white oak; #2, 3, & 4 common grades of the species Idaho white pine, spruce, ponderosa pine, sugar pine, and white fir; and red cypress in widths 10 inches and wider, in lengths 12 feet and longer in B and better grades of yard lumber and boat stock, tank, and first and second grades of factory lumber.

(b) *Additional limitation on receipts of lumber for use in making hardwood flooring.* No person shall receive for use in manufacturing hardwood flooring any species of lumber other than birch, beech, maple, pecan, and oak.

(c) *Limitation on receipts of lumber for use as dunnage.* No person shall receive any of the following types of lumber for use as dunnage: #4 common and better grades of the species Idaho white pine, ponderosa pine, sugar pine, and spruce; D and better grades of Douglas fir; #1 common and better grades of all hardwoods; and red cypress in all grades; and "#1 common and better Southern yellow pine".

(d) *Receipts from certain mills exempted.* The provisions of this direction do not apply to direct receipts from sawmills which on the average cut less than 5,000 board feet of lumber per eight hour day or from sawmills, which, prior to June 1, 1944, did not sort or grade the lumber that they produced.

(e) *Deliveries by sawmills prohibited.* No sawmill shall sell, ship, or deliver, or cause to be sold, shipped or delivered, any lumber which he knows or has reason to believe will be received or used in violation of the provisions of this direction or any order or regulation of the War Production Board.

(f) *Appeals.* Any appeals from the provisions of this direction shall be made by mailing a letter to the Lumber and Lumber Products Division, War Production Board, Washington 25, D. C., Ref: L-335.

SCHEDULE I

Agricultural implements, machinery and non-motor vehicles (excluding wooden farm pumps).
Agricultural equipment and supplies (farm barnyards, dairy, poultry, apiary, etc.)
Boats, small, private (rowboats, sailboats, etc.)
Boot and shoe findings (wood heels, shanks, shoe trees, etc.)
Boxes and containers, other than shipping containers.
Caskets, burial cases and other morticians' equipment.
Dowels and skewers.
Fixtures (bank, store, office, cafeteria, etc.)
Flooring.
Furniture.
Handles and hand tools, other than striking and lifting tools (brush, broom, mop, small hand tools, etc.).
Instruments, musical.
Stepladders.
Ladders (except ships' ladders and ladders manufactured for use on motorized fire or rescue apparatus).
Lockers and shelving, industrial.
Millwork, building woodwork (window, sash and door frames; windows; sash; doors; interior trim; stairs; cabinets; blinds; mouldings; porchwork and exterior trim; window and door screens).
Mobile houses (house trailers and expansible mobile houses).
Prefabricated and fabricated houses and other small structures.
Plumbers woodwork and fixtures (toilet seats, towel racks, etc.).
Radio and phonograph cabinets.
Refrigerators (except walk-in) and refrigerating equipment.
Rollers, shade and map (including curtain rods).
Scenery and display signs.
Toys, games, children's vehicles.
Trunks, valises, trunk lockers.
Woodenware & novelties (coat hangers, gavels, trays, umbrellas, buttons, cases, etc.).

Issued this 19th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10712; Filed, July 19, 1944; 11:06 a. m.]

Chapter XI—Office of Price Administration

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 3,[1] Amdt. 33]

SUGAR

A rationale accompanying this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Revised Ration Order 3 is amended in the following respects:

1. Section 1407.87c is added to read as follows:

§ 1407.87c *Allotment may not be obtained for provisional allowance purposes.* An industrial user is not entitled to receive an allotment for any product or use of sugar for which he is entitled to receive a provisional allowance.

2. Section 1407.87d is added to read as follows:

§ 1407.87d *Provisional allowance for making soup.*—(a) *General.* An industrial user may get a provisional allowance of sugar to manufacture canned or bottled soup which is rationed under Revised Ration Order 13.

(b) *How to apply.* A provisional allowance for soup is granted for three-month periods, corresponding to the quarterly allotment periods for industrial users. An application for such a provisional allowance for any period may be made at any time from fifteen days before to the end of that period. The application must be made, on OPA Form R-315, to the Board (or District Office if he is registered there) with which the industrial user is registered.

(1) An industrial user's application for a provisional allowance of sugar for use in manufacturing soup must contain the following information separately for each kind of soup:

(i) The number of cases of twenty-four No. 2 cans (or equivalent[2]) of the product which he expects to make during the period for which application is made;

(ii) The total number of cases of twenty-four No. 2 cans (or equivalent[2]) of each kind of soup produced by him during the period from August 1, 1943 to June 30, 1944, inclusive;

(iii) The total amount of sugar used by him for each kind of soup during that period;

(iv) The average number of pounds of sugar which he used per case of twenty-four No. 2 cans (or equivalent[2]) for each kind of soup during that period;

(v) A report of his use of his last provisional allowance showing the amount of sugar used and the number of cases of twenty-four No. 2 cans (or equivalent[2]) of soup made;

(vi) The amount, if any, of unused sugar remaining from his last provisional allowance of sugar for soup.

(c) *Action on application.* The Board (or District Office) shall grant the application if the applicant is entitled to receive a provisional allowance for soup, and if the application gives all the necessary information called for in paragraph (b) of this section.

(1) The amount of the provisional allowance of sugar for use in manufacturing soup shall be computed in the following way, separately for each kind of soup:

(i) The number of cases of twenty-four No. 2 cans (or equivalent[2]) of soup which the applicant expects to make during the quarter is multiplied by the average number of pounds of sugar which he used for each case of twenty-four No. 2 cans (or equivalent[2]) from August 1, 1943 to June 30, 1944, inclusive;

(ii) The resulting figures, for each kind of soup, are added together and the result is his provisional allowance for soup. The Board shall issue to him a certificate for the amount of his provisional allowance less any unused balance of his last provisional allowance of sugar issued to make soup.

(d) *Restriction on use.* If an industrial user receives a provisional allowance under this Order for making soup, he may use that provisional allowance only for the purpose of making soup.

(e) *Records.* An industrial user who, during any calendar month uses sugar to make soup, must, before the 16th day of the following month file with his board (or District Office if he is registered there) a written report of the number of pounds of sugar used by him during the preceding month to make each kind of soup. The report must state the number of cases of twenty-four No. 2 cans (or equivalent[2]) of each kind of soup manufactured and the amount of sugar used by him in manufacturing that soup.

3. Section 1407.88 is amended by inserting the parenthetical statement "(or District Office if he is registered there)" after the word "Board" wherever it appears therein.

4. Section 1407.90a is added to read as follows:

§ 1407.90a *Amendment of registration when products are added to those for which industrial user may receive provisional allowance.* Any industrial user who, after June 30, 1944, becomes entitled to receive a provisional allowance must amend his registration, on OPA Form R-1200, within twenty days after he becomes entitled to receive the provisional allowance. He must reduce his base period use of sugar, shown on Schedule II of OPA Form R-1200, by the amount used by him during the base period to make the product or use for which he is entitled to receive the provisional allowance. He must also amend Schedule I of OPA Form R-1200 to show the products or uses made by him for which he is entitled to receive the provisional allowance. In addition, he must, at the same time, report to his Board the unused portion of that part of his current allotment which was based on his use of sugar to make that product or use. That amount shall be considered excess inventory.

5. Sections 1407.91 (b) (7), (8) and (9) are redesignated §§ 1407.91 (b) (8), (9) and (10), respectively.

6. Section 1407.91 (b) (7) is added to read as follows:

(7) The unused portion of that part of the current allotment of an industrial user which was based on his use of sugar to make a product or use, for which product or use he becomes entitled to receive a provisional allowance.

7. Section 1407.241, Schedule A, Table III, is amended to read as follows:

TABLE III—CONVERSION FACTORS (FOR USE IN TABLE I OF THIS SCHEDULE AND IN SECTION 1407.87d), FOR TRANSLATING DOZENS OF CANS AS FOLLOWS:

TO CASES OF 24 NO. 2 CANS

Size:	*Factor*
8 oz. Talls	0.21
No. 1 Picnics	0.26
12 oz. vacuum	0.36
No. 300's	0.37
No. 1 Talls	0.41
No. 303's	0.41
No. 300 Cylinders	0.47
No. 303 Cylinders	0.53
No. 2 Cylinders	0.64
No. 2½'s	0.73
No. 3 Cylinders	1.26
No. 5's	1.44
No. 10's	2.66

NOTE: Multiply the number of dozens of each size by the conversion factor for that size to get the number of cases of twenty-four No. 2's.

TO CASES OF 24 NO. 2½ CANS

Size:	*Factor*
No. 1 Talls	0.26
No. 300's	0.26
No. 303's	0.28
No. 2's	0.35
No. 10's	1.84

NOTE: Multiply the number of dozens of each size by the conversion factor for that size to get the number of cases of twenty-four No. 2½'s.

This amendment shall become effective July 22, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(Pub. Law 421, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Dir. No. 1 and Supp. Dir. No. 1-E, 7 F.R. 562, 2965; War Food Order No. 56, 8 F.R. 2005; War Food Order No. 64, 8 F.R. 7093)

Issued this 18th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10705; Filed, July 18, 1944; 4:45 p. m.]

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*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 1433, 1534, 2233, 2826, 2828, 3031, 3513, 3579, 3847, 3944, 4099, 4350, 4474, 4880, 5220, 5254, 5166, 5426, 5346.

[2] An industrial user who packs soup otherwise than in cases of twenty-four No. 2 cans must use the Table of Conversion Factors in § 1407.241, Schedule A, Table III to convert his figures into terms of such cases.

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 16,[1] Amdt. 14]

MEAT, FATS, FISH, AND CHEESES

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Revised Ration Order 16 is amended in the following respects:

1. Section 7.13 (a) (4) is added to read as follows:

(4) An industrial user may get a provisional allowance to enable him to acquire foods covered by this order to manufacture canned or bottled soup which is rationed under Revised Ration Order 13.

2. Section 7.13 (b) (4) is redesignated section 7.13 (b) (5) and a new section 7.13 (b) (4) is added to read as follows:

(4) An industrial user's application for a provisional allowance for foods covered by this order for use in manufacturing soup must contain the following information, separately for each kind of soup:

(i) The number of cases of twenty-four No. 2 cans (or equivalent [2]) of the product which he expects to make during the period for which application is made;

(ii) The total number of cases of twenty-four No. 2 cans (or equivalent [2]) of each kind of soup produced by him during the period from August 1, 1943, to June 30, 1944, inclusive;

(iii) The total number of pounds of each type of food covered by this order used by him for each kind of soup during that period;

(iv) The average number of pounds of each type of food covered by this order which he used per case (of twenty-four No. 2 cans or equivalent [2]) for each kind of soup during that period;

(v) A report of his use of his last provisional allowance showing the number of pounds of each type of food covered by this order used and the number of cases of twenty-four No. 2 cans (or equivalent [2]) of soup made;

(vi) The number, if any, of unused points remaining from his last provisional allowance for foods covered by this order for soup.

3. Section 7.13 (c) (4) is added to read as follows:

(4) The amount of the provisional allowance for foods covered by this order for use in manufacturing soup shall be computed in the following way, separately for each kind of soup:

(i) The number of cases of twenty-four No. 2 cans (or equivalent [2]) of soup which the applicant expects to make during the quarter is multiplied by the average number of pounds of each type of food covered by this order which he used for each case of twenty-four No. 2 cans (or equivalent [2]) from August 1, 1943 to June 30, 1944, inclusive;

(ii) The resulting figures, in each case, are multiplied by the point value established on the Official Table of Trade Point Values for the foods used by the applicant;

(iii) The figures are added together and the result is his provisional allowance for soup.

The board shall issue to him a certificate for the amount of his provisional allowance less the point value of any unused balance of his last provisional allowance, or supplemental allotment, for foods covered by this order to make soup.

This amendment shall become effective July 22, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Directive 1, 7 F.R. 562; and Supp. Dir. 1-M, 7 F.R. 8234; War Food Order No. 56, 8 F.R. 2005, 9 F.R. 4319; War Food Order No. 58, 8 F.R. 2251, 9 F.R. 4319; War Food Order No. 59, 8 F.R. 3471, 9 F.R. 4319; War Food Order No. 61, 8 F.R. 3471, 9 F.R. 4319)

Issued this 18th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10704; Filed, July 18, 1944; 4:45 p. m.]

PART 1426—WOOD PRESERVATION AND PRIMARY FOREST PRODUCTS

[MPR 491,[1] Amdt. 1]

PRESSURE PRESERVATIVE TREATMENT OF FOREST PRODUCTS AND PRESSURE TREATED FOREST PRODUCTS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation No. 491 is amended in the following respects:

1. Section 1 (a) is amended to read as follows:

(a) On and after November 19, 1943, regardless of any contract or other obligation, no person shall sell or deliver, and no person shall buy or receive in the course of trade or business, any preservative treatment service by pressure process or any forest products preservatively treated by pressure process at prices higher than the maximum prices fixed by this regulation, and no person shall agree, offer, or attempt to do any of these things.

2. In section 2, the fourth unnumbered paragraph is amended to read as follows:

The maximum prices for treatment service only (sections 18 (a) and 19 (a)) are to be used by treating companies for sales of pressure preservative treatment of forest products not owned by the treating company. These prices include the loading of trams, pressure treatment in accordance with the American Wood Preservers' Association specifications or any applicable Federal Government specifications, and the unloading of trams after treatment. Specific additions are provided to cover the cost of the preservative used in treatment. Retort time is the elapsed time between the beginning of the first recorded step in the treatment operation and the end of the last recorded step, plus an allowance of 20 minutes for changing charges.

3. Section 4 (c) is added, to read as follows:

(c) The final price for the sale of the treated product shall be evened out to the nearest quarter dollar per M'BM, quarter cent per lineal foot, five cents per pole, or one-half cent per piece for other items, whichever is applicable.

4. Section 5 (c) (2) is amended to read as follows:

(2) When shipment is by transportation facility owned or controlled by the seller, other than private truck, the actual sound and tested going rates in the area and in the industry, and shown in published tariffs, may be used.

5. Section 7 (b) is amended to read as follows:

(b) *For pressure treated products.* In small quantity sales by established treating plants, the following additions may be made to the total invoice value exclusive of any transportation charges. Additions for transportation charges may be made, of course, but the inbound portion thereof must not exceed that permitted in section 5 for transportation of carload shipments. On sales by rail, the lowest applicable rail rate available to the seller shall be passed on to the buyer. On sales by truck, the seller may quote a delivered price.

(1) For pressure treated poles or other round material, except fence posts, where the total invoice value, exclusive of all transportation charges, does not exceed $250.00 on items 50 feet and shorter or $500.00 when 50% or more of the items are in lengths over 50 feet, an addition of 25% may be made.

(2) For pressure treated lumber, switch ties, cross ties and other sawn material:

(i) Lumber, switch ties and other sawn material (except cross ties):	
5,000 to 10,000 bd. ft.	10%
Less than 5,000 bd. ft.	25%
(ii) Cross ties:	
125 to 250 cross ties	10%
Less than 125 cross ties	25%

6. Section 13 (c) is added to read as follows:

(c) Any pressure treating company which during the year 1943 received 75% or more of its total dollar sales from T. S. O. business, from any plant, at a flat average price with no charge for extra handling and no variation in price between long and short time of treatment, may file an application for establishment of a flat average price for each plant meeting these qualifications. The application must be filed with the Lumber Branch of the Office of Price Administration, Washington, D. C., within 30 days from July 24, 1944, and must contain the following information from 1943 records:

1. Name and address of the applicant.
2. Plant for which average price is requested.
3. Average price requested.
4. Total volume of sales in cubic feet of T. S. O.
5. Volume of sales in cubic feet of T. S. O. sold at a flat price regardless of length of retort time or extra handling.
6. Extra handling which is now subject to addition under section 20 actually performed in last quarter of 1943 but for which no additional charge was made.
7. Volume of sales in cubic feet of T. S. O. which was subject to deductions under sections 18 (a) (3) (i) and 19 (a) (3) (ii) because of length of retort time.

7. Section 18 (a) (4) is amended to read as follows:

(4) Piling all lengths and other round material longer than 14' not otherwise priced. Cubitures to be those provided in Table 1.

8. Section 18 (a) (5) is amended to read as follows:

(5) Poles, stubs, anchor logs and push braces. Cubitures shall be those provided in Tables 2, 3 and 7.

9. Section 18 (b) is amended to read as follows:

(b) *For sellers of pressure treated forest products,* the maximum prices shall be the sum of the following: (1) The maximum price for the unseasoned and untreated forest product provided in the applicable price regulation, using the random length price for poles and piling, (2) the price of the preservative delivered to the seller's treating plant plus one-quarter cent (¼¢) per gallon in the case of creosote and mixtures thereof, or plus one and one half percent (1½%) of the delivered price in the case of salts or other preservatives and (3) treating charges, as provided below which include unlimited retort time, incising of sawn material, if required, and all handlings. For other allowable additions see sections 5, 7, and 21.

10. Section 18 (b) (4) is amended to read as follows:

(4) Piling all lengths and other round material, longer than 14' not otherwise priced. Cubitures to be those provided in Table 1.

(i) Additions to the above prices per cubic foot may be made for piles shipped from unsold stock which has been stored for 30 days or more at the following rates:

12½% of the above per cubit foot prices for 70' and 75' piles. 25% of the above per cubic foot prices for piles longer than 75'.

11. Section 18 (b) (5) is amended to read as follows:

(5) Poles, stubs, anchor logs and push braces, including peeling, shaving, and framing (if required) consisting of roofing, two gains and boring of holes therein. Cubitures shall be those provided in Tables 2, 3, and 7.

(i) Additions to the above prices per cubic foot may be made for poles, if shipped from unsold stock which has been stored for 30 days or more at the following rates:

12½% of the above per cubit foot prices for 70' and 75' poles. 25% of the above per cubic foot prices for poles longer than 75'.

12. Section 18 (b) (6) is amended to read as follows:

(6) Round material not otherwise priced, including unlimited retort time, figured on cubitures provided in Tables 3 and 7—$0.28 per cu. ft.

13. Section 18 (c) is deleted.

14. In section 18, Table 1 is amended to include the following:

TABLE 1.—PILING—DOUGLAS FIR AND OTHER WEST COAST SPECIES

[Volume in cubic feet and weight in pounds per lineal foot for 10 pounds final retention]

	19" min. butt includes 18"–1' to 18"–6'		20" min. butt includes 19"–1' to 19"–6'		21" min. butt includes 20"–1' to 20"–6'		22" min. butt includes 21"–1' to 21"–6'		23" min. butt includes 22"–1' to 22"–6'	
	Weight	Cu. ft.	Weight	Cu. ft.	Weight	Cu. ft.	Weight	Cu. ft.	Weight	Cu. ft.
48' to 52' inclusive	80	1.68	90	1.88						
53' to 57' inclusive	78	1.64	88	1.83						
58' to 62' inclusive	76	1.59	85	1.78	95	1.98				
63' to 67' inclusive	74	1.55	83	1.74	93	1.94				
68' to 72' inclusive	72	1.51	81	1.69	91	1.89				
73' to 77' inclusive	70	1.47	79	1.65	88	1.84	98	2.05	108	2.26
78' to 82' inclusive	68	1.43	77	1.61	86	1.80	96	2.00	106	2.21
83' to 87' inclusive	67	1.39	75	1.56	84	1.75	94	1.95	104	2.16
88' to 92' inclusive	65	1.35	73	1.52	82	1.71	91	1.90	101	2.11
93' to 97' inclusive	63	1.31	71	1.48	80	1.66	89	1.86	99	2.06
98' to 102' inclusive	61	1.27	69	1.44	78	1.62	87	1.81	96	2.01

15. In section 18, Table 2 is amended to include the following footnote:

Cubitures, for sizes not listed above, except for top diameter poles, shall be those provided in the American Wood Preservers' Association volume table or figured in accordance with the formula therein allowing 1" over the minimum diameter specified by the buyer and figuring a taper of 1" for each 10' of length. Weights, based on treatment with a final retention of 8 lbs. Grade One Creosote Oil, shall be 48 lbs. per cubic foot.

16. In section 18, Table 2A is added, to read as follows:

TABLE 2A—LUMBER WEIGHTS

The established estimated weights in the applicable price regulation for the untreated material (rough green or surfaced green as the case may be) may be increased by 50 pounds per M'BM for each pound of creosote or creosote mixture treatment specified. For salt treatment 900 pounds may be added to the rough or surfaced green weights, except when kiln dried after treatment, in which case an addition of 225 pounds may be made.

17. In section 19 (a), the parenthetical phrase "(See Footnote 4)" is changed to read "(See Footnote 4 in § 18 (a))".

18. Section 19 (a) (4) is amended to read as follows:

(4) Piling all lengths and other round material, longer than 14' not otherwise priced, for unlimited retort time up to the time necessary to obtain 20 pounds final retention of preservative per cubic foot. Cubitures to be those provided in Table 4.

19. Section 19 (a) (5) is amended to read as follows:

(5) Poles, stubs, anchor logs, and push braces including unlimited retort time. Cubitures shall be those provided in Tables 3, 5, 6, and 7.

20. Section 19 (a) (6) is amended to read as follows:

(6) Round material not otherwise priced, including unlimited retort time figured on cubitures provided in Tables 3 and 7—$0.18 per cu. ft.

21. Section 19 (a) (8) is added to read as follows:

(8) Tie plugs, including unlimited retort time — $0.25 per cu. ft.

22. Section 19 (b) is amended to read as follows:

(b) *For sellers of pressure treated forest products other than fence posts* (see paragraph (c)), the maximum prices shall be the sum of the following: (1) The maximum prices for the unseasoned and untreated forest products provided in the applicable price regulation, using the random length price for poles and piling, (2) the price of the preservative delivered to the seller's treating plant plus one quarter cent (¼¢) per gallon in the case of creosote and mixtures thereof, plus one and one half percent (1½%) of the delivered price in the case of salts or other preservatives, and (3) treating charges provided below which include the loading and unloading of trams and all handlings. For other allowable additions, see Sections 5, 7 and 21.

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R.

[2] An industrial user who packs soup otherwise than in cases of twenty-four No. 2 cans must use the Table of Conversion Factors in the supplement to this order to convert his figures into terms of such cases.

[1] 8 F.R. 15594.

23. Section 19 (b) (4) is amended to read as follows:

(4) Piling all lengths and other round material, longer than 14' not otherwise priced, for unlimited retort time up to the time necessary to obtain 20 pounds final retention of preservative per cubic foot. Cubitures shall be those provided in Tables 3, 4, and 7.

(ii) Additions to the above prices per cubic foot may be made for piles, if shipped from unsold stock which has been stored for 30 days or more at the following rates:

12½% of the above per cubic foot prices for 70' and 75' piles.
25% of the above per cubic foot prices for piles longer than 75'.

24. Section 19 (b) (5) is amended to read as follows:

(5) Poles, stubs, anchor logs and push braces, including unlimited retort time, peeling, shaving, and framing (if required) consisting of roofing, two gains and boring of holes therein. Cubitures shall be those provided in Tables 3, 5, 6, and 7.

(i) Additions to the above prices per cubic foot may be made for poles, if shipped from unsold stock which has been stored for 30 days or more at the following rates:

12½% of the above per cubic foot prices for 70' and 75' poles.
25% of the above per cubic foot prices for poles longer than 75'.

TABLE 4.—SOUTHERN YELLOW PINE

[Volume in cubic feet and weight in pounds per lineal foot for 12 pounds final retention]

	19" min. butt includes 18"-1' to 18"-6'		20" min. butt includes 19"-1' to 19"-6'		21" min. butt includes 20"-1' to 20"-6'		22" min. butt includes 21"-1' to 21"-6'		23" min. butt includes 22"-1' to 22"-6'	
	Weight	Cu. ft.	Weight	Cu. ft.	Weight	Cu. ft.	Weight	Cu. ft.	Weight	Cu. ft.
48' to 52' inclusive	99	1.68	111	1.88	-------	-------	-------	-------	-------	-------
53' to 57' inclusive	96	1.64	108	1.83	-------	-------	-------	-------	-------	-------
58' to 62' inclusive	94	1.59	105	1.78	117	1.98	-------	-------	-------	-------
63' to 67' inclusive	91	1.55	103	1.74	114	1.94	-------	-------	-------	-------
68' to 72' inclusive	89	1.51	99	1.69	112	1.89	-------	-------	-------	-------
73' to 77' inclusive	87	1.47	97	1.65	109	1.84	121	2.05	133	2.26
78' to 82' inclusive	84	1.43	95	1.61	106	1.80	118	2.00	131	2.21
83' to 87' inclusive	82	1.39	92	1.56	103	1.75	115	1.95	126	2.16
88' to 92' inclusive	80	1.35	90	1.52	101	1.71	112	1.90	125	2.11
93' to 97' inclusive	77	1.31	87	1.48	98	1.66	110	1.86	122	2.06
98' to 102' inclusive	75	1.27	85	1.44	96	1.62	107	1.81	119	2.01

28. In section 19, Table 5 is amended to include the following footnote:

Cubitures for sizes not listed above, except top diameter poles, shall be those provided in the American Wood Preservers' Association volume table or figured in accordance with the formula therein allowing 1" over the minimum diameter specified by the buyer and figuring a taper of 1" for each 10' of length. Weights, based on treatment with a final retention of 8 lbs. of Grade One Creosote Oil, shall be 55 lbs. per cubic foot.

29. In section 19, Table 6 is amended to include the following footnote:

Cubitures for sizes not listed above, except top diameter poles, shall be those provided in the American Wood Preservers' Association volume table or figured in accordance with the formula therein allowing 1" over the minimum diameter specified by the buyer and figuring a taper of 1" for each 10' of length. Weights, based on treatment with a final retention of 8 lbs. Grade One Creosote Oil, shall be 40 lbs. per cubic foot.

30. In section 19, Table 10 is added, to read as follows:

TABLE 10—WEIGHTS OF OAK AND HARDWOOD PILING

WEIGHTS PER CUBIC FOOT

Species:	*12 lb. treatment*
Oak	69 pounds.
Hardwood	65 pounds.

25. Section 19 (b) (6) is amended to read as follows:

(6) Round material not otherwise priced, including unlimited retort time, figured on cubitures provided in Tables 3 and 7, $0.23 per cubic foot.

26. In section 19 (c), Table 3, footnote 1 is amended and footnotes 2 and 3 are added, to read as follows:

1. These prices include a wholesaler's discount. Prices for retailers are found in Maximum Price Regulations 324 and 536.

2. For retentions and preservatives other than 8 pounds per cubic foot of Grade One Creosote Oil, add to or subtract from the basic prices the difference between the price of preservative specified and the price of 8 pounds of Grade One Creosote Oil. Add to the basic weights shown one pound per cubic foot for each one pound increase in the retention specified for retentions over 8 pounds per cubic foot.

3. Cubitures for sizes not listed above shall be those provided in the American Wood Preservers' Association volume table or figured in accordance with the formula therein allowing 1" over the minimum diameter specified by the buyer and figuring a taper of 1" for each 10' of length.

27. In section 19, Table 4 is amended to include the following:

HANDLING CHARGES—Continued

2. Switch ties—Continued.	
Tram to yard, no addition.	
Tram to closed type car (per M'BM)	$1.00
Car to yard (per M'BM)	2.00
Yard to open type car (per M'BM)	2.00
Yard to closed type car (per M'BM)	3.00
Ground to pile or from pile to pile when such rehandling is necessary in separating mixed species, grades and/or sizes (per M'BM)	2.00
Loading in sets in accordance with the requirements of the purchaser, in addition to above loading charge (per M'BM)	2.50
3. Lumber and other sawn material not otherwise priced:	
Yard or car to tram, no addition.	
Tram to yard, no addition.	
Tram to open type cars, no addition.	
Tram to closed type cars (per M'BM)	1.00
Car to yard (per M'BM)	2.00
Yard to open type cars (per M'BM)	2.00
Yard to closed type cars (per M'BM)	3.00
Ground to pile or from pile to pile when such rehandling is necessary in separating mixed species, grades and/or sizes (per M'BM)	2.00
4. Piling and round material priced as piling:	
Yard or car to tram, no addition.	
Tram to yard, no addition.	
Tram to car, no addition.	.02
Car to yard (per lin. ft.)	.02
Yard to car (per lin. ft.)	
Ground to pile or from pile to pile when such rehandling is necessary in separating mixed species, grades and/or sizes (per lin. ft.)	.02
5. Poles, stubs, anchor logs and push braces:	
Yard or car to tram, no addition.	
Tram to yard, no addition.	
Tram to car, no addition.	
Car to yard or yard to car:	
30' and shorter (per lin. ft.)	.01
For each foot over 30' to and including 50' (per lin. ft.)	.02
For each foot over 50' (per lin. ft.)	.03
Ground to pile or from pile to pile when such rehandling is necessary in separating of species, grades or sizes including handlings incident to framing:	
30' and shorter (per lin. ft.)	.01
For each foot over 30' to and including 50' (per lin. ft.)	.02
For each foot over 50' (per lin. ft.)	.03
6. Posts and round mine material:	
Yard or car to tram, no addition.	
Tram to yard, no addition.	
Tram to car (open or closed type), no addition.	
Car to yard:	
4½" top diameter and smaller (per piece)	.02
5" top diameter and larger (per piece)	.05
Yard to car:	
4½" top diameter and smaller (per piece)	.01
5" top diameter and larger (per piece)	.03
Ground to pile or from pile to pile when such rehandling is necessary in separation of species, grades or sizes:	
4½" top diameter and smaller (per piece)	.02
5" top diameter and larger (per piece)	.05
7. Tie Plugs:	
Yard or car to tram, no addition.	
Tram to yard or car, no addition.	
Car to yard (per bag or bundle of 500 plugs)	.02
Yard to car (per bag or bundle of 500 plugs)	.02
8. Switch ties:	
Yard or car to tram, no addition.	
Tram to open type car, no addition.	
Tram to closed type car (per tie)	$0.02
Car to yard (per tie)	.05
Yard to open type car (per tie)	.03
Yard to closed type car (per tie)	.05
Ground to pile or from pile to pile when such rehandling is necessary in separating mixed species, grades and/or sizes (per tie)	.05

For other retentions, add to or subtract from the basic weights one pound per cubic foot for each one pound variation in the retention of preservative specified.

31. Section 20 is amended to read as follows:

SEC. 20. *Additions; treatment service only; all species.* Additions applicable to treatment service only—paragraph (a) of section 18 and paragraph (a) of section 19 and to all tables thereunder:

HANDLING CHARGES

Additional charges permitted for each handling of material in addition to the two handlings included in treatment service prices, i. e., loading and unloading of trams:

1. Cross ties:	
Yard or car to tram, no addition.	
Tram to open type cars, no addition.	
Tram to yard, no addition.	
Tram to closed type cars (per tie)	$0.02
Car to yard (per tie)	.05
Yard to open type car (per tie)	.03
Yard to closed type car (per tie)	.05
Ground to pile or from pile to pile when such rehandling is necessary in separating mixed species, grades and/or sizes (per tie)	.05
2. Switch ties:	
Yard or car to tram, no addition.	
Tram to open type car, no addition.	

32. In section 21, notes 1, 3, and 5 are amended, note 8 is deleted and new notes 8 and 12 are added, to read as follows:

1. *Adzing and/or boring cross ties*, including customary branding in the ends thereof, if required, and all handling in connection therewith (per tie)	$0.075
3. *Branding and marking:*	
(a) Poles, piling and other round material, except for manufacturer's brand and markings showing class or size and length and date (per brand or marking operation)	.075
(b) Application of tags to lumber or other material (per tag)	.02
(c) Marking or stenciling salt treated lumber (per M'BM)	.50
5. *Framing of poles, stubs, push braces and anchor logs:*	
(a) Poles, including roofing, and if required, two gains and boring of holes therein:	
All poles regardless of class or top dimension under 40' in length (per pole)	.15
For 40' length Class 6 or top dimension equivalent and smaller (per pole)	.15
For 40' length Class 5 or top dimension equivalent and larger (per pole)	.30
For all poles longer than 40' regardless of class or top dimension (per pole)	.30
For each additional gain and boring of hole therein (per gain)	.06
For boring of each additional hole, per hole	.02
(b) Stubs, push braces and anchor logs:	
Roofing, per piece	.075
Boring of holes, per hole	.02
8. *Incising*, prior to preservative treatment, of sawn material of all species except those listed under section 18, per M BM	3.00

12. *Cut back allowance.* When the requirements of the buyer exceed the available supply of the seller of 8' railroad cross ties for delivery required, the seller may cut back 8'6" railroad cross ties and may charge the maximum price for the 8'6" cross ties cut back plus one handling charge of 5¢ per tie. This handling addition may not be made if the cut-off operation is performed during the adzing and boring machine operation. The addition for treatment, processing, etc., on such cut back cross ties shall be those additions applicable to the 8' length. Transportation up to the point of cut-off shall be figured at the weight of the 8'6" cross ties and from the point of cut-off transportation shall be figured at the weight of the 8' cross ties. The seller shall keep a record of such sales and show this charge as a separate item on the invoice.

This amendment shall become effective July 24, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Budget in accordance with the Federal Reports Act of 1942.

Issued this 18th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10706; Filed, July 18, 1944; 4:48 p. m.]

No. 144——3

PART 1499—COMMODITIES AND SERVICES

[Rev. SR 14 to GMPR, Amdt. 154]

ROASTED CHICORY

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

1. Section 1.7 is amended to read as follows:

SEC. 1.7. (a) *"Roasted chicory in bulk"* means any roasted chicory, ground to any degree of fineness sold in containers of more than one pound capacity.

(b) *Maximum prices of roasted chicory in bulk.* The maximum prices, of the best grade and quality roasted chicory in bulk, per roasted pound, in any quantity, to all classes of purchasers, shall be as follows:

(1) For sellers whose total bulk sales during the fiscal year 1941–42 did not exceed 4,000,000 pounds:

(i) F. o. b. seller's factory shipping point, Fort Huron, Michigan	$.1200
(ii) F. o. b. seller's factory shipping point, New Orleans, Louisiana	.1265

(2) For sellers whose total bulk sales during the fiscal year 1941–42 exceeded 4,000,000 pounds:

(i) F. o. b. seller's factory shipping point	$.1150

(3) *Delivered maximum prices.* Maximum prices for roasted chicory in bulk, per roasted pound, delivered to any point shall be determined by adding to the maximum prices specified for the appropriate factory shipping point the amount actually paid for transportation of the quantity delivered, not to exceed the cost at the cheapest available freight rate from that factory shipping point to the buyer's receiving point.

(c) *Maximum prices for roasted chicory in packages of one pound or less.* The maximum price for the best grade and quality roasted chicory in packages of one pound or less, when sold by the processor or one other than a wholesaler or retailer as defined in Maximum Price Regulations Nos. 421, 422 and 423, in any quantity, to any class of purchaser, shall be as follows:

(1) If prepared in granulated or powdered form at the rate of 18 cents per pound delivered at the buyer's customary point of acceptance, except that when transportation expenses from processor's customary shipping point to such place exceeds one cent per pound, this price may be increased by the amount over one cent actually paid for such expenses not to exceed the cost for transportation at the cheapest available freight rate.

(2) If prepared other than in granulated or powdered form, such as in compressed tablets or rolls, the seller shall determine his maximum price by applying to the maximum prices established for granulated or powdered form above his same dollars-and-cents differential per pound charged for sales of compressed tablets or rolls in March 1942.

(3) If the total maximum price for the amount in the seller's customary shipping case results in a fraction of one-half cent or more, it may be raised to the next higher cent. If it results in a fraction of less than one-half cent, it shall be lowered to the next lower cent.

(d) *Discounts.* The specific maximum prices set out in any of the paragraphs of this section shall be reduced by the amount of the seller's customary discounts or allowances for cash or prompt payment.

(e) *Maximum prices obtainable by order.* Sellers who cannot determine their maximum prices for roasted chicory under this section shall obtain an order from the Price Administrator, Washington, D. C. establishing their maximum prices, upon application explaining why they are unable to determine a maximum price and furnishing an itemized statement of manufacturing and selling costs. After the application is filed deliveries of the item may be made, but no payment shall be made or received for it until the maximum price is authorized.

(f) *Notification to wholesalers and retailers of authorized change in maximum price.* With the first delivery of roasted chicory after the effective date of any provision in this section establishing a new maximum price, the seller shall supply each purchaser with a written statement showing that price and for each wholesaler and retailer who purchases from him, the statement shall be as follows:

(Insert date)

NOTICE TO WHOLESALERS AND RETAILERS

Our OPA ceiling price for roasted chicory (describe item by variety, grade, brand, if any, container type and size) has been established by the Office of Price Administration. We are authorized to inform you that if you are a wholesaler or retailer pricing this item under Maximum Price Regulations Nos. 421, 422, or 423, you must refigure your ceiling price for this item on the first delivery of it to you from your customary type of supplier with this notification on or after (insert effective date of the applicable amendment). You must refigure your ceiling price following the rules in section 6 of Maximum Price Regulations Nos. 421, 422, or 423, whichever is applicable to you.

For a period of 60 days after the seller has established his maximum price under this section, and with his first shipment after the 60-day period to each purchaser who has not made a purchase within that time, the seller shall include the notice set forth above in each case or carton containing the item, or securely attach it to the case or carton, or insert it on or attach it to the invoice accompanying the shipment.

This amendment shall become effective July 18, 1944.

Issued this 18th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10707; Filed, July 18, 1944; 4:45 p. m.]

*Copies may be obtained from the Office of Price Administration.

(2) *Maximum prices for shipment by truck or wagon to all destinations, for all uses.* The descriptions of size group numbers in subparagraph (1) above shall apply to the size group numbers herein.

PRICES AND SIZE GROUP NUMBERS

	1 to 6, inclusive	7 and 8	9	10	11	12	13
	All single-screened lump coals bottom size not larger than 1¼". All double-screened coals top size not exceeding 2" and bottom size not less than 1¼" and bottom size 2" and bottom size 1¼" and larger	All double-screened nut coals top size not exceeding 2" and bottom size not less than 1¼" but not exceeding 1¾"	All double-screened stoker coals top size not exceeding 1¼" and bottom size not exceeding ⅝"	Slack or screenings larger than 1" x 0 but not exceeding 1¼" x 0	Slack or screenings larger than ¼" x 0 but not exceeding 1" x 0	Slack or screenings top size not larger than ¼" x 0	Straight run of mine not altered or modified
Subdistrict No. 3	330	270	270	170			
Subdistricts Nos. 5 and 9	420	320	270	170			
Subdistrict No. 7:							
From Hill and Chouteau Counties	495		270	170			
From Cascade and Judith Basin Counties	470	370	270	170	170	160	
Subdistrict No. 12	670		370				
All other subdistricts and all mines omitted in Subdistrict No. 7	470	345	295	180	170	150	
Exceptions:							
Mine Index No. 201, Subdistrict No. 6	530			320	300		
Mine Index No. 260, Subdistrict No. 7	670			320			
Mine Index No. 104, Subdistrict No. 7	530	420	330	250	220	200	
Mine Index No. 148, 175 and 215, Subdistrict No. 12	730		370	170			
Mine Index No. 196, Subdistrict No. 12	770		530				

(3) *Maximum prices for railroad fuel.* The maximum prices for all railroad fuel uses shall be the maximum price for the grade and size shipped as set forth in subparagraph (1) above.

Exceptions: (The following maximum prices are applicable to any size of coal shipped from the following mines)

Mine Index Nos. 4 and 310	255
Mine Index No. 8	220
Mine Index No. 6	190
Mine Index No. 12	130

(4) *If no specific maximum price is provided in this paragraph (b) for a particular size of coal, the maximum price for such size shall be determined as follows:* If the unpriced size is a double-screened coal, the maximum price shall be the maximum price established for the double-screened coal having the next smaller bottom size for the same mine.

If the unpriced size is a resultant, slack or screening size, the maximum price shall be the maximum price for the next smaller resultant, slack or screening size for the same mine.

If the unpriced size is a straight run of mine size, or if such maximum price cannot be determined pursuant to this subparagraph (4), the seller of such size shall file an application pursuant to § 1340.210 (a) (6) and the maximum price will be established thereunder.

(5) All orders of adjustment issued prior to July 24, 1944 are hereby voided.

This amendment shall become effective July 24, 1944.

Issued this 19th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10745; Filed, July 19, 1944; 11:59 a. m.]

PART 1335—CHEMICALS

[MPR 543,[1] Amdt. 1]

CERTAIN BARIUM CHEMICALS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation No. 543 is amended in the following respects:

1. Section 13 (a), including the note in subparagraph (2) (ii) thereof, is amended by substituting the word "plant" for the phrase "manufacturer's shipping point" wherever it appears.

2. The note in section 13 (a) (2) (ii) is amended by substituting for the phrase "competitive shipping point" in the last line thereof the phrase "competitive plant."

This amendment shall become effective July 24, 1944.

Issued this 19th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10743; Filed, July 19, 1944; 11:58 a. m.]

PART 1340—FUEL

[MPR 120,[2] Amdt. 108]

BITUMINOUS COAL DELIVERED FROM MINE OR PREPARATION PLANT

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation 120 is amended in the following respect:

Section 1340.232 is amended to read as follows:

§ 1340.232 *Appendix U: Maximum prices for bituminous coal produced in District No. 22.* (a) The maximum prices set forth in paragraph (b) of this section are subject to the maximum price instructions provided in § 1340.210.

(b) The following maximum prices are established in cents per ton of 2,000 pounds f. o. b. transportation facilities at the mine or preparation plant from which delivery is made:

(1) *Maximum prices in cents per net ton for shipment to all destinations for all uses and by all methods of transportation, except as otherwise specifically provided in this appendix.*

PRICES AND SIZE GROUP NUMBERS

	1 to 6, inclusive	7 and 8	9	10	11	12	13
	All single-screened lump coals bottom size larger than ¾". All double-screened coals top size larger than 2" and bottom size larger than 1¼" but not exceeding 1¾"	All double-screened nut coals top size not exceeding 2" and bottom size not less than 1¼" but not exceeding 1¾"	All double-screened stoker coals top size not exceeding 1¼" and bottom size not exceeding ⅝"	Slack or screenings larger than 1" x 0 but not exceeding 1¼" x 0	Slack or screenings larger than ¼" x 0 but not exceeding 1" x 0	Slack or screenings top size not larger than ¼" x 0	Straight run of mine not altered or modified
Subdistrict No. 1 and 9	465	350	325	215	190	155	295
All other subdistricts	465	320	270	210	180	135	260

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 7196, 7197, 7198.

[2] 9 F.R. 5042, 5375, 5687.

PART 1340—FUEL

[RMPR 436, Amdt. 3]

CRUDE PETROLEUM, NATURAL AND PETROLEUM GAS

The statement of considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Revised Maximum Price Regulation No. 436 is amended in the following respects:

1. Section 9 (f) is revoked.

2. The first paragraph in section 10 is amended to read as follows:

SEC. 10. *Specific prices.* The following specific prices shall be the maximum prices for the items named at the points enumerated below. Except for specific maximum prices established for the Lance Creek Field under section 10 (o) (2), where a contract was in effect on October 1, 1941, for the purchase of crude petroleum at the receiving tank at a price in excess of the highest posted purchase price as of October 1, 1941, for the given pool applicable to such production and deliveries were made prior to or within 60 days after October 1, 1941, in accordance with such contract, and if a specific maximum price has been established for crude petroleum produced at such pool under section 10, then the maximum price at the receiving tank for the production covered by the contract shall be the sum of the price actually charged on October 1, 1941, or if no delivery was made on October 1, 1941, on the first delivery after such date and the difference between the specific price as set out in this section 10 and the highest posted price as of October 1, 1941, except that on and after May 17, 1943, the maximum price at the receiving tank for crude petroleum produced in the Franklin heavy sand crude area located in Venango County, Pennsylvania, shall be the sum of the two amounts specified above and 20¢ per barrel.

3. The last sentence in section 15 (b) is amended to read as follows: "If the seller had no contracts in effect on May 1, 1942, with purchasers of the same class, then his maximum price shall be determined under (d) below."

This amendment shall become effective July 24, 1944.

Issued this 19th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10746; Filed, July 19, 1944; 11:58 a. m.]

PART 1347—PAPER, PAPER PRODUCTS, RAW MATERIALS FOR PAPER AND PAPER PRODUCTS, PRINTING AND PUBLISHING

[RMPR 369,[1] Amdt. 1]

DRY ROOFING FELT AND DRY FLOORING FELT

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Revised Maximum Price Regulation 369 is amended in the following respects:

1. Appendix B is amended to read as follows:

APPENDIX B—MAXIMUM PRICES FOR DRY FLOORING FELT

(a) Maximum prices for dry flooring felt shall in no event exceed the specific dollar and cent prices set forth below, except that if during March 1942 there was an agreement between seller and buyer for the sale of dry flooring felt, the maximum price for sales between that seller and that buyer shall not be in excess of the amount which is arrived at by computation under the pricing formula contained in that agreement, or the specific dollar and cent prices set forth below, whichever is lower *And provided*, That any person selling to a purchaser the same grade and quality of dry flooring felt which be delivered to that purchaser during March 1942, may charge that purchaser the highest price he charged him during that month.

MAXIMUM PRICES

Thickness per .001 inch (within a tolerance of 2 points):	*Maximum price per short air dry ton f. o. b. point of shipment*
38 point, inlaid	$68.00
38 point, print	68.00
40 point, print	62.00
55 point, print	78.00

(b) *Provided further*, That if any person had during March 1942, established a customary price differential between 110 inch dry flooring felt and narrower widths, he may now, upon sales and deliveries of dry flooring felt in widths of less than 110 inches, add to the applicable maximum prices set forth in this Appendix B, an amount not in excess of such dollar and cent differential in effect during March, 1942. In no event shall such differential exceed the dollar and cent difference between the actual dollar and cent cost of manufacturing such dry flooring felt in 110 inch widths and in the narrower width for which a differential is established hereunder. The differential determined under this paragraph (b) must be reported to and approved by the Office of Price Administration. This approval must be obtained prior to the time of making the first sale and shall be obtained as follows: The seller must submit to the Office of Price Administration in Washington, D. C., a statement setting forth the following:

(1) Description of the grade.

(2) Maximum price established under this paragraph (b) of Appendix B.

(3) Maximum prices at which all grades in all widths were delivered or offered for delivery during March, 1942.

(4) An explanation of the method used to calculate the differential.

Unless the Office of Price Administration or a duly authorized representative thereof shall by letter mailed to the applicant within 21 days from the filing of such report approve, disapprove or extend the time within which to do any of the foregoing, such report shall be deemed to have been approved, subject to non-retroactive written disapproval or adjustment at any later time by the Office of Price Administration.

This amendment shall become effective July 24, 1944.

NOTE: All of the reporting and record keeping requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 19th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10748; Filed, July 19, 1944; 11:59 a. m.]

PART 1347—PAPER, PAPER PRODUCTS, RAW MATERIALS FOR PAPER AND PAPER PRODUCTS, PRINTING AND PUBLISHING

[RMPR 387,[1] Amdt. 3]

PULPWOOD PRODUCED IN DESIGNATED SOUTHERN STATES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Revised Maximum Price Regulation 387 is amended in the following respects:

1. The table of prices in Appendix A (a) (1) is amended to read as follows:

F. O. B. freight cars:	
Pine	$7.60
Southern hardwood (rough)	8.10
Southern hardwood (peeled) and veneer cores	10.80
F. O. B. barges:	
Pine	[1] 8.60

[1] The maximum price per cord for pine pulpwood cut from the stump on and after July 24, 1944 which is to be hauled by barges from landings constructed or put into general use after June 1, 1944, shall be $7.60.

2. In Appendix A (a) (1), the last paragraph entitled "Delivered mill by truck or similar vehicle" is amended to read as follows:

Delivered mill by truck or similar vehicle. When pulpwood is delivered to a consumer by truck or similar vehicle, the maximum price shall be the f. o. b. car price stated above plus or minus the same dollars and cents differential, if any, which the particular mill paid over or under its highest f. o. b. car price in the months of January and February, 1943, for the same type of delivery, except when pulpwood is delivered by truck or similar vehicle to a consumer's mill in Mobile, or Tuscaloosa, Alabama, an amount not in excess of $2.00 per cord and $1.25 per cord, respectively, may be added to the maximum f. o. b. car price stated above.

3. In section 8 (a), subparagraph (13) is added and reads as follows:

(13) "Veneer cores" means that portion of a veneer bolt which remains after the veneer has been removed by the rotary slicing method;

This amendment shall become effective July 24, 1944.

Issued this 19th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10747; Filed, July 19, 1944; 11:59 a. m.]

PART 1383—SHOES AND SHOE FINDINGS

[MPR 420,[2] Amdt. 5]

HARDWOOD HEEL BLOCKS, FINISHED HARDWOOD AND SYNTHETIC HARDWOOD HEELS AND WOOD SHANKS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation 420 is amended in the following respect:

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 16247.

[1] 8 F.R. 8507, 2553, 2788.

[2] 8 F.R. 9331, 9567, 15193, 16796; 9 F.R. 3592.

Section 3 is amended by inserting after the words "Volume slipper heels produced in New York City", wherever they appear in the section, the words "and Hazleton, Pennsylvania".

This amendment shall become effective July 24, 1944.

Issued this 19th day of July 1944.

JAMES G. ROGERS, Jr.
Acting Administrator.

[F. R. Doc. 44-10744; Filed, July 19, 1944; 11:59 a. m.]

PART 1396—FINE CHEMICALS, DRUGS AND COSMETICS

[MPR 203,[1] Amdt. 2]

VITAMIN A NATURAL OILS AND CONCENTRATES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

1. Section 1396.214 (b) is amended by adding a new subparagraph (4) to read as follows:

(4) The maximum prices set forth in paragraph (a) of this section shall not apply to any blends or mixtures made of Vitamin A concentrates with Vitamin A natural oils. Prices for such blends or mixtures are governed by paragraph (e) below.

2. Section 1396.214 is amended by adding a new paragraph (e) to read as follows:

(e) *Blends or mixtures.* (1) No person shall sell or deliver a blend of one or more Vitamin A concentrates with one or more Vitamin A natural oils unless, prior thereto, an order establishing maximum prices for the particular sale or delivery has been issued from the National Office of the Office of Price Administration.

(2) Any person, before selling or delivering such blend shall file application for a maximum price with the Chemicals and Drugs Branch of the Office of Price Administration, Washington, D. C. The application shall set forth:

(i) The potency in U. S. P. units of Vitamin A per gram of each Vitamin A concentrate in the blend.

(ii) The potency in U. S. P. units per gram of each Vitamin A natural oil in the blend.

(iii) The total number of U. S. P. units of each Vitamin A concentrate in the blend.

(iv) The total number of U. S. P. units of each Vitamin A natural oil in the blend.

(v) A statement of the necessity for offering such blend for sale.

(vi) The name and address of the buyer, if known.

(3) An order under this paragraph (e) will, in general, establish a maximum price for the sale of a blend of Vitamin A concentrates and natural oils at a level determined by computing and combining the maximum prices of the various component concentrates and natural oils in the blend. A copy of said order will be sent to the indicated buyer of the blend. The maximum price for a blend will in no case exceed the price a seller would realize if the Vitamin A concentrates and natural oils contained in that blend were sold separately at the maximum prices for these products set forth above. In appropriate cases where, in the judgment of the Administrator, the sale of a blend will lead to evasion or circumvention of the provisions of this regulation, he may refuse to authorize a maximum price for such blend or may authorize for that blend a price lower than the price the seller would realize if the components of the blend were sold separately at the maximum prices therefor set forth in this regulation. An example of the general method of computing a price for a blend by computing and combining the maximum prices of the various components follows:

Example: A blend consists of 100 grams of Vitamin A natural oil of 40,000 U. S. P. units potency per gram, and 100 grams of Vitamin A concentrate of 350,000 U. S. P. units potency per gram. Since the 40,000 oil commands a maximum price of 14 cents per million U. S. P. units, 100 grams of 40,000 potency, containing a total of 4 million units, has a maximum price of 56 cents. Since the 350,000 concentrate commands a maximum price of 30 cents per million U. S. P. units, 100 grams of 350,000 potency containing a total of 35,000,000 units, has a maximum price of $10.50. The maximum price of the blend of 200 grams will be $11.06, or $0.2835 per million U. S. P. units ($11.06 divided by 39, which is the total millions of U. S. P. units contained in the 200 grams of blend, i. e. 4,000,000 plus 35,000,000).

(4) All persons making sales and deliveries of such blends or mixtures shall furnish the buyers a notice prior to payment by them, stating:

The Office of Price Administration has authorized the maximum price of ---------- per million U. S. P. units for this blend of Vitamin A oils by Order No.------- under Maximum Price Regulation No. 203.

This amendment shall become effective July 24, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 19th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10749; Filed, July 19, 1944; 11:58 a. m.]

PART 1439—UNPROCESSED AGRICULTURAL GOODS

[MPR 425,[1] Corr. to Amdt. 8]

FRESH FRUITS, BERRIES, AND VEGETABLES FOR PROCESSING

A statement of considerations involved in the issuance of this correction has been issued and filed with the Division of the Federal Register.*

In Amendment 8 to Maximum Price Regulation 425 item number 2 is corrected to read as follows:

2. Section 5 is deleted and a new section 5 is added to read as follows:

This correction shall be effective as of July 17, 1944.

Issued this 19th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10750; Filed, July 19, 1944; 11:58 a. m.]

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter I—Interstate Commerce Commission

[S. O. 218]

PART 95—CAR SERVICE

RESTRICTIONS ON SHIPMENTS OF ORANGES FROM ARIZONA OR CALIFORNIA

At a session of the Interstate Commerce Commission Division 3, held at its office in Washington, D. C., on the 18th day of July, A. D. 1944.

It appearing, that the Secretary of Agriculture on October 3, 1942, issued Marketing Order No. 66, regulating the handling and shipment of oranges grown in the States of California or Arizona (7 F.R. 8576), pursuant to the Agricultural Marketing Agreement Act of 1937, as amended (7 U. S. C. 601 et seq.);

And it further appearing, that the movement of such oranges under permits is necessary to prevent congestion of traffic and a shortage of equipment; the Commission is of the opinion that an emergency exists requiring immediate action in order to best promote the service in the interest of the public and the commerce of the people: *It is ordered*, That:

Oranges from Arizona and California not to be transported without a permit. No common carrier by railroad subject to the Interstate Commerce Act shall furnish a car for loading with, or accept for transportation or move a car loaded with, oranges in carload or less-than-carload quantities from any origin in the States of Arizona or California destined to interstate or Canadian points, except upon presentation by the shipper to the carrier of a permit from the Director of Distribution, War Food Administration, as provided for in Marketing Order No. 66 (7 F.R. 8576). (40 Stat. 101, sec. 402, 41 Stat. 476, sec. 4, 54 Stat. 901; 49 U.S.C. 1 (10)-(17))

It is further ordered, That this order shall become effective at 12:01 a. m., Pacific war time, July 23, 1944; that copies of this order and direction shall be served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement, and that notice of this order be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

By the Commission, Division 3.

[SEAL] W. P. BARTEL,
Secretary.

[F. R. Doc. 44-10742; Filed, July 19, 1944; 12:00 m.]

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*Copies may be obtained from the Office of Price Administration.

[1] 7 F.R. 6476, 8948; 9 F.R. 1036.

[1] 8 F.R. 9803, 9879, 12632, 12952, 14154, 15674, 16293; 9 F.R. 7505, 7830.

TITLE 50—WILDLIFE

Chapter I—Fish and Wildlife Service

Subchapter C—National Wildlife Refuges: Individual Regulations

PART 21—PACIFIC REGION NATIONAL WILDLIFE REFUGES

HART MOUNTAIN NATIONAL ANTELOPE REFUGE, OREG.

Under authority of section 84 of the Act of March 4, 1909, as amended by the Act of April 15, 1924, 43 Stat. 98, and in extension of § 12.9 of the Regulations for the Administration of National Wildlife Refuges under the Jurisdiction of the Fish and Wildlife Service, dated December 19, 1940,[1] the following is hereby ordered:

§ 21.404 *Hart Mountain National Antelope Refuge, Oregon; hunting of deer.* Until further notice deer may be taken during the open season prescribed by the State Game Commission of Oregon, on certain lands, hereinafter described, of the United States within the exterior boundary of the Hart Mountain National Antelope Refuge, Oregon, in accordance with the provisions of the Regulations for the Administration of National Wildlife Refuges under the Jurisdiction of the Fish and Wildlife Service, dated December 19, 1940, and subject to the following special provisions, conditions, restrictions, and requirements:

(a) *Area open to hunting.* Such lands of the United States in the Hart Mountain National Antelope Refuge, Oregon, as shall be mutually agreed upon from time to time by the Director of the Fish and Wildlife Service and the State Game Commission of Oregon, and as indicated by appropriate posting on the ground by the officer in charge, shall be open to the hunting of deer.

(b) *Compliance with State laws and regulations.* Any person who hunts on the refuge shall be in possession of a valid hunting license issued by the State of Oregon authorizing him to hunt deer and a permit, if required. Said license and permit shall serve as a Federal permit for hunting deer on the refuge and must be carried on the person of the licensee while so hunting. The license and permit must be exhibited upon the request of any representative of the Oregon State Game Commission authorized to enforce the State game laws or of any representative of the Department of the Interior. The licensee must comply in every respect with the State laws and regulations governing the hunting of deer and upon request of any of the aforesaid representatives must exhibit for inspection all game killed by him or in his possession.

(c) *Disorderly conduct, intoxication.* No person who is intoxicated will be permitted to enter or remain upon the refuge for the purpose of hunting hereunder, and any person who indulges in any disorderly conduct on the refuge will be removed therefrom by the officer in charge and dealt with as prescribed by law.

(d) *Entry upon refuge.* Persons entering the refuge for the purpose of hunting, as permitted by the regulations in this section, shall use such routes of travel as may be designated by suitable posting by the officer in charge and shall not otherwise enter upon the refuge.

(e) *Limitation on firearms.* Deer may be taken only with a rifled firearm, except that a gun using 22 caliber rim fire ammunition may not be used in hunting or taking deer on the refuge.

OSCAR L. CHAPMAN,
Assistant Secretary.

JULY 14, 1944.

[F. R. Doc. 44-10728; Filed, July 19, 1944; 11:29 a. m.]

PART 21—PACIFIC REGION NATIONAL WILDLIFE REFUGES

LITTLE PEND OREILLE NATIONAL WILDLIFE REFUGE, WASH.

Pursuant to section 84 of the Act of March 4, 1909, as amended by the Act of April 15, 1924 (43 Stat. 98; 18 U.S.C. 145), and section 10 of the Migratory Bird Conservation Act of February 18, 1929 (45 Stat. 1222; 16 U.S.C. 715i), as amended, and in extension of § 12.9 of the Regulations for the Administration of National Wildlife Refuges under the Jurisdiction of the Fish and Wildlife Service, dated December 19, 1940,[1] the following is hereby ordered:

§ 21.563a *Little Pend Oreille National Wildlife Refuge, Washington; hunting of deer.* Until further notice deer may be taken in the open season prescribed therefor by the State Game Commission of Washington on lands of the United States within the exterior boundary of the Little Pend Oreille National Wildlife Refuge, Washington, under the following special provisions, conditions, restrictions, and requirements:

(a) *State game laws.* Any person who hunts within the refuge must comply with the applicable State laws and regulations.

(b) *Hunting license and permit.* Any person who hunts within the refuge shall be in possession of a valid State hunting license and a permit, if such license and permit are required. The license and the permit must be carried on the person of the licensee while so hunting and must be exhibited upon request of any representative of the Washington State Game Commission or of the Fish and Wildlife Service. Upon request of any such officer the licensee must also exhibit for inspection all game killed by him or in his possession.

(c) *Disorderly conduct, intoxication.* No person who is intoxicated will be permitted to enter upon the refuge for the purpose of hunting, and any person who indulges in any disorderly conduct on the refuge will be removed therefrom by the officer in charge and dealt with as prescribed by law.

(d) *Forfeiture of privileges.* Failure of any person hunting upon the refuge to comply with any of the provisions, conditions, restrictions, or requirements of the regulation in this section or the violation by him of any provision of Federal laws or regulations applicable to wildlife, not only will render such person liable to prosecution under the law, but also will be sufficient cause for removing him from the refuge and for refusing him further hunting privileges on such refuge, or any other use or privilege on any such refuge for which a permit may be required.

OSCAR L. CHAPMAN,
Assistant Secretary.

JULY 14, 1944.

[F. R. Doc. 44-10727; Filed, July 19, 1944; 11:29 a. m.]

PART 23—SOUTHWESTERN REGION NATIONAL WILDLIFE REFUGES

BOSQUE DEL APACHE NATIONAL WILDLIFE REFUGE, N. MEX.

Under authority of section 10 of the Migratory Bird Conservation Act of February 18, 1929 (45 Stat. 1222; 16 U.S.C. 715i), as amended, and in extension of § 12.3 of the Regulations for the Administration of National Wildlife Refuges under the Jurisdiction of the Fish and Wildlife Service, dated December 19, 1940,[1] the following is hereby ordered:

§ 23.94 *Bosque del Apache National Wildlife Refuge, New Mexico; fishing.* Noncommercial fishing is permitted from June 1 to October 15, inclusive, of each year in the waters hereinafter specified of the Bosque del Apache National Wildlife Refuge, New Mexico, in accordance with the provisions of the Regulations for the Administration of National Wildlife Refuges under the Jurisdiction of the Fish and Wildlife Service, dated December 19, 1940,[1] and subject to the following conditions, restrictions, and requirements:

(a) *Waters open to fishing.* All the waters of the refuge shall be open to fishing.

(b) *State fishing laws.* Any person who fishes within the refuge must comply with the applicable fishing laws and regulations of the State of New Mexico. Fishing under this regulation shall be by hook and line (including rod and reel) only, as defined by State law for all species except catfish. The use of trot and set lines in accordance with State law is permitted in fishing for and taking catfish. All other contrivances of whatever nature are prohibited.

(c) *Fishing licenses and permits.* Any person who fishes within the refuge shall be in possession of a valid fishing license issued by the New Mexico State Game

[1] 5 F.R. 5284.

and Fish Commission, if such license is required. This license shall serve as a Federal permit for fishing in the specified waters of the refuge and must be carried on the person of the licensee while so fishing. The license must be exhibited upon the request of any representative of the New Mexico State Game and Fish Commission or of the Fish and Wildlife Service.

(d) *Routes of travel.* Persons entering the refuge for the purpose of fishing shall follow such routes of travel as may be designated by suitable posting by the officer in charge of the refuge.

(e) *Use of boats.* The use of boats or floating devices of any description, including motorboats, either inboard or outboard, is prohibited on all waters of the refuge except for official purposes.

(f) *Temporary restrictions.* During periods of waterfowl nesting or concentrations on the refuge, fishing will not be permitted in such areas of the refuge as, in the judgment of the officer in charge, should be closed to fishing in order to provide adequate protection for such waterfowl and are posted suitably by such officer.

OSCAR L. CHAPMAN,
Assistant Secretary.

JULY 14, 1944.

[F. R. Doc. 44-10729; Filed, July 19, 1944; 11:29 a. m.]

Subchapter Q—Alaska Commercial Fisheries

PART 211—PRINCE WILLIAM SOUND AREA FISHERIES

PART 223—SOUTHEASTERN ALASKA AREA, WESTERN DISTRICT, SALMON FISHERIES

AREAS OPEN TO SALMON TRAPS

Effective only through December 31, 1944, § 211.12 is hereby amended as follows:

In § 211.12 *Areas open to salmon traps*, paragraph (bb) is hereby suspended, and paragraph (y) is hereby amended to read as follows:

(y) Western coast of Montague Island from 59 degrees 55 minutes 30 seconds north latitude, 147 degrees 46 minutes 10 seconds west longitude northward to a point south of Hanning Bay at 59 degrees 56 minutes 45 seconds north latitude, 147 degrees 45 minutes 15 seconds west longitude.

Effective only through December 31, 1944, § 223.19 is hereby amended as follows:

In § 223.19 *Areas open to salmon traps* paragraph (j) (1) is hereby amended to read as follows:

(1) Admiralty Island. West coast from 57 degrees 38 minutes 7 seconds north latitude to 57 degrees 38 minutes 45 seconds north latitude.

OSCAR L. CHAPMAN,
Assistant Secretary.

JULY 15, 1944.

[F. R. Doc. 44-10730; Filed, July 19, 1944; 11:30 a. m.]

Notices

DEPARTMENT OF THE INTERIOR.

General Land Office.

TALLAHASSEE, FLA.

RESTORATION OF LAND FOR APPLICATION, PETITION, LOCATION OR SELECTION

JULY 14, 1944.

Order of restoration under section 24, Federal Power Act No. 1172.

On August 27, 1925, lot 5, sec. 23, T. 1 N., R. 16 E., Tallahassee Meridian, Florida, containing 42.10 acres, was reserved from entry and included in Power Project No. 644.

The Federal Power Commission has determined that the value of the above-described land would not be injured or destroyed for purposes of power development by location, entry, or selection under the public land laws, subject to the provisions of section 24 of the Federal Power Act.

At 10:00 o'clock a. m. of the sixty-third day from the date on which this order is signed the land shall, subject to all valid existing rights, existing withdrawals and reservations, and the terms and conditions of section 24 of the Federal Power Act, as amended, be open to such application, petition, location, or selection as may be authorized by the public land laws in accordance with the provisions of 43 CFR 295.8 (Circ. 324, May 22, 1914, 43 L. D. 254) and 43 CFR Part 296, to the extent that these regulations are applicable.

Any application for the land should be filed with the General Land Office, Washington 25, D. C., and will be subject to the following reservation:

Made in accordance with and subject to the provisions and reservations of section 24 of the Federal Power Act of June 10, 1920 (41 Stat. 1063), as amended by the act of August 26, 1935 (49 Stat. 846, 16 U.S.C. sec. 818).

FRED W. JOHNSON,
Commissioner.

[F. R. Doc. 44-10716; Filed, July 19, 1944; 11:42 a. m.]

DEPARTMENT OF AGRICULTURE.

Rural Electrification Administration.

[Administrative Order 840]

ALLOCATION OF FUNDS FOR LOANS

JUNE 16, 1944.

By virtue of the authority vested in me by the provisions of section 4 of the Rural Electrification Act of 1936, as amended, I hereby allocate, from the sums authorized by said act, funds for loans for the projects and in the amounts as set forth in the following schedule:

Project designation:	Amount
North Carolina 4059A1 Beaufort	$50,000
Oregon 4032A1 Columbia	460,000
South Carolina 4019D3 Laurens	420,000

HARRY SLATTERY,
Administrator.

[F. R. Doc. 44-10717; Filed, July 19, 1944; 11:14 a. m.]

[Administrative Order 841]

ALLOCATION OF FUNDS FOR LOANS

JUNE 17, 1944.

I hereby amend: (a) Administrative Order No. 817, dated April 3, 1944, by changing the project designation therein given as "Georgia 4-3051C3 Newton" to read "Georgia 4051C3 Newton";

(b) Administrative Order No. 820, dated April 10, 1944, by changing the project designation therein given as "Georgia 4-3084C2 Cobb" to read "Georgia 4084C2 Cobb";

(c) Administrative Order No. 835, dated June 5, 1944, by changing the project designation therein given as "Illinois 4040B3 Macoupin" to read "Illinois 4-3040B3 Macoupin";

(d) Administrative Order No. 819, dated April 10, 1944, by changing the project designation therein given as "Kansas 4-3044A1 Grant" to read "Kansas 4044A1 Grant";

(e) Administrative Order No. 819, dated April 10, 1944, by changing the project designation therein given as "Kansas 4-3044G1 Grant" to read "Kansas 4044G1 Grant";

(f) Administrative Order No. 805, dated February 8, 1944, by changing the project designation therein given as "Kentucky 4-3040C3 Jessamine" to read "Kentucky 4040C3 Jessamine";

(g) Administrative Order No. 805, dated February 8, 1944, by changing the project designation therein given as "Kentucky 4-3052E2 Fleming" to read "Kentucky 4052E2 Fleming";

(h) Administrative Order No. 768, dated July 15, 1943, by changing the project designation therein given as "Mississippi 4-3028F3 Hancock" to read "Mississippi 4028F3 Hancock";

(i) Administrative Order No. 820, dated April 10, 1944, by changing the project designation therein given as "Mississippi 4-3021F2 Coahoma" to read "Mississippi 4021F2 Coahoma";

(j) Administrative Order No. 820, dated April 10, 1944, by changing the project designation therein given as "Mississippi 4-3039B3 Jackson" to read "Mississippi 4039B3 Jackson";

(k) Administrative Order No. 800 dated January 1, 1944, by changing the project designation therein given as "Montana 4-2021B1 Big Horn" to read "Montana 4021B1 Big Horn";

(l) Administrative Order No. 840, dated June 16, 1944 by changing the project designation therein given as "Oregon 4032A1 Columbia" in the amount of $460,000 to read "Oregon 4032A1 Columbia" in the amount of $42,081 and "Oregon 4-3032A1 Columbia" in the amount of $417,919;

(m) Administrative Order No. 803, dated January 20, 1944, by changing the project designation therein given as "South Carolina 4-1027B3 Marlboro" to read "South Carolina 4027B3 Marlboro";

(n) Administrative Order No. 815, dated March 22, 1944, by changing the project designation therein given as "South Carolina 4-3031A3 Horry" to read "South Carolina 4031A3 Horry";

(o) Administrative Order No. 768, dated July 15, 1943, by changing the project designation therein given as "Tennessee 4-3001H2 Meigs" to read "Tennessee 4001H2 Meigs";

(p) Administrative Order No. 805, dated February 8, 1944, by changing the project designation therein given as "Vermont 4-8010B3 Windham" to read "Vermont 4010B3 Windham."

WILLIAM J. NEAL,
Acting Administrator.

[F. R. Doc. 44-10718; Filed, July 19, 1944; 11:14 a. m.]

[Administrative Order 842]

ALLOCATION OF FUNDS FOR LOANS

JUNE 21, 1944.

By virtue of the authority vested in me by the provisions of section 4 of the Rural Electrification Act of 1936, as amended, I hereby allocate, from the sums authorized by said act, funds for loans for the projects and in the amounts as set forth in the following schedule:

Project designation:	Amount
North Carolina 4014E1 Pitt	$300,000.00
North Carolina 4040D1 Brunswick	732,239.00
North Carolina 4-3040D1 Brunswick	67,761.00
North Carolina 4-8050B1 Wayne	10,987.06
North Carolina 4-9050B1 Wayne	7,352.89
North Carolina 4-0050B1 Wayne	1,287.69
North Carolina 4-3050B1 Wayne	780,372.36
North Carolina 4-1056B1 Pamlico	17,000.00
North Carolina 4-2056B1 Pamlico	70,590.67
North Carolina 4-3056B1 Pamlico	462,409.83

HARRY SLATTERY,
Administrator.

[F. R. Doc. 44-10719; Filed, July 19, 1944; 11:14 a. m.]

[Administrative Order 843]

ALLOCATION OF FUNDS FOR LOANS

JUNE 21, 1944.

By virtue of the authority vested in me by the provisions of section 5 of the Rural Electrification Act of 1936, as amended, I hereby allocate, from the sums authorized by said act, funds for a loan for the project and in the amount as set forth in the following schedule:

Project designation:	Amount
Virginia 4046S1 Crewe	$53,000

HARRY SLATTERY,
Administrator.

[F. R. Doc. 44-10720; Filed, July 19, 1944; 11:13 a. m.]

[Administrative Order 844]

ALLOCATION OF FUNDS FOR LOANS

JUNE 30, 1944.

I hereby amend: (a) Administrative Order No. 807, dated February 19, 1944, by rescinding the allocation of $26,000 therein made for "Kentucky 4-3046D3 Harrison" (desination changed to read "Kentucky 4046D3 Harrison" by Administrative Order No. 812, dated March 13, 1944);

(b) Administrative Order No. 828, dated May 17, 1944, by rescinding the allocation of $82,000 therein made for "Louisiana 4015C1 Pointe Coupee";

(c) Administrative Order No. 825, dated May 10, 1944, by rescinding the allocation of $20,000 therein made for "Maryland 4007E3 Caroline."

WILLIAM J. NEAL,
Acting Administrator.

[F. R. Doc. 44-10721; Filed, July 19, 1944; 11:13 a. m.]

[Administrative Order 845]

ALLOCATION OF FUNDS FOR LOANS

JULY 1, 1944.

By virtue of the authority vested in me by the provisions of section 4 of the Rural Electrification Act of 1936, as amended, I hereby allocate, from the sums authorized by said act, funds for loans for the projects and in the amounts as set forth in the following schedule:

Project designation:	Amount
Arkansas 5-4010E2 Pulaski	$50,000
Colorado 5-4022B4 Boulder	50,000
Colorado 5-4025B3 Pueblo	20,000
Colorado 5-4031B2 Larimer	65,000
Indiana 5-4007B3 Whitley	25,000
Iowa 5-4051C4 Winnebago	70,000
Iowa 5-4055B3 O'Brien	45,000
Kentucky 5-4056C1 Morgan	145,000
Michigan 5-4042A2 Mason	35,000
Minnesota 5-4025C4 McLeod	55,000
Minnesota 5-4054C2 Faribault	50,000
Minnesota 5-4072C2 Renville	35,000
Missouri 5-4035C1 Adair	67,000
Nebraska 5-4003B2 Chimney Rock District Public	40,000
New York 5-4024B1 Oneida	37,000
Ohio 5-4059C3 Morrow	35,000
Ohio 5-4093B2 Washington	40,000
Oklahoma 5-4026E1 Harmon	100,000
Pennsylvania 5-4013E2 Tioga	30,000
South Carolina 5-4026B3 Darlington	35,000
South Carolina 5-4038C2 Oconee	50,000
Texas 5-4049B3 Denton	20,000

Project designation—Con.	Amount
Washington 5-4008E4 Benton	$10,000
Wisconsin 5-4031C3 Columbia	40,000

WILLIAM J. NEAL,
Acting Administrator.

[F. R. Doc. 44-10722; Filed, July 19, 1944; 11:13 a. m.]

[Administrative Order 846]

ALLOCATION OF FUNDS FOR LOANS

JULY 1, 1944.

By virtue of the authority vested in me by the provisions of section 5 of the Rural Electrification Act of 1936, as amended, I hereby allocate, from the sums authorized by said act, funds for loans for the projects and in the amounts as set forth in the following schedule:

Project designation:	Amount
South Carolina 5-4043S4 York	$24,500
Texas 5-4134S1 Douglassville	24,000
Texas 5-4142S1 Wylie	25,000

WILLIAM J. NEAL,
Acting Administrator.

[F. R. Doc. 44-10723; Filed, July 19, 1944; 11:12 a. m.]

[Administrative Order 847]

ALLOCATION OF FUNDS FOR LOANS

JULY 8, 1944.

By virtue of the authority vested in me by the provisions of section 4 of the Rural Electrification Act of 1936, as amended, I hereby allocate, from the sums authorized by said act, funds for loans for the projects and in the amounts as set forth in the following schedule:

Project designation:	Amount
Kentucky 5052F1 Fleming	$130,000
Kentucky 5057B1 Bell*	224,000
Kentucky 5058C1 Floyd	200,000

WILLIAM J. NEAL,
Acting Administrator.

[F. R. Doc. 44-10724; Filed, July 19, 1944; 11:12 a. m.]

FEDERAL COMMUNICATIONS COMMISSION.

[Docket Nos. 6634, 6635]

DEPARTMENT OF PUBLIC SAFETY, WEST VIRGINIA STATE POLICE

NOTICE OF HEARING

In re application of State of West Virginia, Department of Public Safety, West Virginia State Police; date filed February 24, 1944, for construction permit for new land station; class of service, emergency; class of station, State Police; location, Stollings, West Virginia; operating assignment specified: frequency, 39,180 kc, power, 50 watts, hours of operation, un-

limited, points of communication, cars and stations of West Virginia State Police; file No. T2–PP–6962–S.

In re application of State of West Virginia, Department of Public Safety, West Virginia State Police, date filed February 24, 1944, for construction permit for new land station; class of service, emergency, class of station, State Police, location, Parkersburg, West Virginia; operating assignment specified: frequency, 39,180 kc, power, 50 watts, hours of operation, unlimited, points of communication, cars and stations of West Virginia State Police; file No. T2–PP–6990–S.

You are hereby notified that the Commission has examined the applications in the above-entitled cases and has designated the matters for hearing for the following reasons:

1. To determine the need for assignment of the frequency 39,180 kc for the proposed radio stations.

2. To determine whether interference would result to other radio stations from the use of this frequency as proposed.

3. To determine whether a frequency or frequencies allocated under Group A or B of § 10.42 of the Commission's rules might be satisfactorily used at the proposed stations in place of the frequency 39,180 kc.

4. To determine whether any change should be made in the Commission's rules to permit use by state police land stations of frequencies in Group D of § 10.42 of the Commission's rules, or whether the applicant herein should be granted a waiver in so far as § 10.42 (c) of the Commission's rules is involved.

5. To determine, in the light of the evidence adduced upon the foregoing issues, whether public interest, convenience or necessity would be served by a grant of the applications.

The applications involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicant on the basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's rules of practice and procedure. Persons other than the applicant who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's rules of practice and procedure.

The applicant's address is as follows: State of West Virginia, Department of Public Safety, West Virginia State Police, State Capitol Building, Charleston, West Virginia.

Dated at Washington, D. C., July 14, 1944.

By the Commission.

[SEAL] T. J. SLOWIE, *Secretary.*

[F. R. Doc. 44–10725; Filed, July 19, 1944; 11:44 a. m.]

FEDERAL POWER COMMISSION.

[Docket Nos. G–428 and G–497]

NORTHERN NATURAL GAS CO.

ORDER DENYING APPLICATION FOR CONTINUANCE

JULY 15, 1944.

Upon consideration of the application filed July 11, 1944, by Koppers Company for a continuance of the hearing in the above-entitled matters for a period of not less than 90 days beyond July 26, 1944, the date now fixed; and

It appearing to the Commission that:

(a) The application in Docket No. G–428 was filed on November 16, 1942, and notice thereof was given, including publication in the FEDERAL REGISTER on December 29, 1942, at Volume 7, page 11032;

(b) The application in Docket No. G–497 was filed on September 4, 1943, and notice thereof was given, including publication in the FEDERAL REGISTER on September 14, 1943, at Volume 8, page 12579;

(c) By order dated June 16, 1944, the Commission consolidated the procedings on the aforesaid applications for purposes of a hearing to be held in St. Paul, Minnesota, commencing July 26, 1944; notice of such order was given by publication in the FEDERAL REGISTER on June 22, 1944, at Volume 9, page 6918, and by mailing a copy of the order to Koppers Company and others by letters dated June 20, 1944;

The Commission finds that: No good cause has been shown for granting at this time the application for a continuance;

The Commission orders that: The application of Koppers Company for a continuance of the hearing in the above-entitled matters be and the same is hereby dismissed without prejudice to the renewal of such application at the hearing upon the conclusion of the direct case of the applicant company.

By the Commission.

[SEAL] LEON M. FUQUAY, *Secretary.*

[F. R. Doc. 44–10709; Filed, July 19, 1944; 10:11 a. m.]

[Docket No. IT–6904]

PACIFIC POWER & LIGHT COMPANY

NOTICE OF APPLICATION

JULY 19, 1944.

Notice is hereby given that the Pacific Power & Light Company, a corporation organized under the laws of the State of Maine and doing business in the States of Washington and Oregon, with its principal business office at Portland, Oregon, applied to the Commission on June 12, 1944, for authority, pursuant to section 203 of the Federal Power Act, to sell and transfer to the United States Government (War Department) all of its electric transmission facilities located in the United States Government's Hanford Engineer Works Project in the State of Washington.

The proposed contract between the Company and the Government, filed with such application, provides that the Government's acquisition of the Company's transmission facilities will necessitate providing the Company with equivalent substitute facilities for serving its integrated electric system; and it is proposed that such service shall be provided, at least temporarily, from and by means of the electric transmission system of the Bonneville Power Administration; and further that, in the event of the termination of such service from Bonneville, such service shall be provided either by the reverter of said transmission property from the Government to the Company, subject to the terms and conditions of the contract, or by the construction of equivalent substitute facilities to be installed and owned by the Company for reintegrating its electric transmission system, for the cost of which equivalent substitute facilities the Company is to be reimbursed by the Government to the extent and under the conditions set forth in the contract.

Any person desiring to be heard or to make any protest with reference to such application should, on or before the 3d day of August 1944, file with the Federal Power Commission a petition or protest in accordance with the Commission's rules of practice and regulations.

[SEAL] LEON M. FUQUAY, *Secretary.*

[F. R. Doc. 44–10726; Filed, July 19, 1944; 11:47 a. m.]

FEDERAL SECURITY AGENCY.

Food and Drug Administration.

[Docket No. FDC–42]

STANDARDS OF FILL OF CONTAINER FOR CANNED OYSTERS

NOTICE OF HEARING

Notice is hereby given that the Administrator of the Federal Security Agency on his own initiative, in accordance with the provisions of sections 401 and 701 of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C., secs. 341 and 371 (Supp. V, 1939); the Reorganization Act of 1939, 53 Stat. 561, 5 U.S.C. sec. 133 (Supp. V, 1939); and Reorganization Plans No. I (53 Stat. 1423, 4 F.R. 2727) and No. IV (54 Stat. 1234, 5 F.R. 2421), will hold a public hearing commencing at 10 o'clock in the morning of August 22, 1944, in Room 3106, South Building, United States Department of Agriculture, Independence Avenue, between 12th and 14th Streets SW., Washington, D. C., for the purpose of receiving evidence upon the basis of which regulations may be promulgated fixing and establishing reasonable standards of fill of container for canned oysters.

Edward E. Turkel is hereby designated as presiding officer to conduct the hearing in the place of the Administrator, with full authority to administer oaths and affirmations and do all other things appropriate to the conduct of the hearing.

The hearing will be conducted in accordance with the rules of practice provided therefor (21 CFR, Cum. Supp., 2.701 to 2.715).

In lieu of oral testimony, interested persons may submit affidavits to the presiding officer at Room 4148, South Building, United States Department of Agriculture, Independence Avenue, between 12th and 14th Streets SW., Washington, D. C., on or before the date of the opening of the hearing. Such affidavits should be submitted in quintuplicate and, if relevant and material, will be received and made a part of the record of the hearing, but the Administrator will consider the lack of opportunity for cross-examination in determining the weight to be given to statements contained therein. Every interested person will be permitted, in accordance with the above-mentioned rules of practice, to examine all affidavits submitted and to file counter-affidavits with the presiding officer.

At the hearing the evidence will be restricted to testimony and exhibits that are relevant and material to the issue contained in the suggested regulation.

A suggested regulation to be considered at the hearing is set forth below, which suggested regulation is subject to adoption, rejection, amendment, or modification, in whole or in part, as the evidence of record adduced at the hearing may require.

§ 36.6 *Canned oysters: Fill of containers; label statement of substandard fill.* (a) The standard of fill of containers for canned oysters is a fill such that the drained weight of oysters taken from each container (except that cylindrical container which is $2^{11}/_{16}$ths inches in diameter and 4 inches in height) is not less than 68 percent of the water capacity of the container. The standard of fill of container for canned oysters in that cylindrical container which is $2^{11}/_{16}$ths inches in diameter and 4 inches in height is a fill such that the drained weight of oysters taken from each container is not less than 7.5 avoirdupois ounces. Water capacity of containers is determined by the general method prescribed in 21 CFR, Cum. Supp., 10.1 (a). The drained weight of oysters is determined by the following method:

Keep the unopened canned oyster container at a temperature of not less than 68° or more than 95° Fahrenheit for at least 12 hours immediately preceding the determination. After opening, tilt the container so as to distribute its contents evenly over the meshes of a circular sieve which has been previously weighed. The diameter of the sieve is 8 inches if the quantity of the contents of the container is less than 3 pounds, and 12 inches if such quantity is 3 pounds or more. The bottom of the sieve is woven-wire cloth which complies with the specifications for such cloth set forth under "2380 Micron (No. 8)" in Table I of "Standard Specifications for Sieves", published March 1, 1940, in L. C. 584 of the U. S. Department of Commerce, National Bureau of Standards. Without shifting the material on the sieve, so incline the sieve as to facilitate drainage. Two minutes from the time drainage begins, weigh the sieve and the drained oysters. The weight so found, less the weight of the sieve, shall be considered to be the drained weight of the oysters.

(b) If canned oysters fall below the applicable standard of fill of container prescribed in paragraph (a) of this section, the label shall bear the general statement of sub-standard fill specified in 21 CFR, Cum. Supp., 10.2 (b) in the manner and form therein specified.

Dated: July 18, 1944.

[SEAL] JACK B. TATE, *Acting Administrator.*

[F. R. Doc. 44–10711; Filed, July 19, 1944; 10:50 a. m.]

FEDERAL TRADE COMMISSION.

[Docket No. 5189]

E. H. HAMLIN COMPANY

NOTICE OF HEARING

In the matter of Edward H. Hamlin, doing business as E. H. Hamlin Company, a corporation.

Complaint. The Federal Trade Commission, having reason to believe that the party respondent named in the caption hereof, and hereinafter more particularly designated and described, since June 19, 1936, has violated and is now violating the provisions of subsection (c) of section 2 of the Clayton Act, as amended by the Robinson-Patman Act, approved June 19, 1936 (U.S.C. Title 15, section 13), hereby issues its complaint stating its charges with respect thereto as follows:

PARAGRAPH ONE. Respondent Edward H. Hamlin, is an individual engaged in the business of distributing and selling canned salmon and other sea food products under the name and style of E. H. Hamlin Company, a corporation organized by the respondent Edward H. Hamlin and existing under the laws of the State of Washington, with his principal office and place of business located in the Mutual Life Building, in Seattle, Washington. The respondent Edward H. Hamlin is the sole owner of each share of capital stock in said corporation, with the exception of one qualifying share and he actively manages and exercises full and complete control of the business.

PAR. TWO. The respondent in the course and conduct of his said business, since June 19, 1936, has sold and distributed a substantial portion of his canned salmon and other sea food products in the name of E. H. Hamlin Company, for respondent's own account for resale directly to buyers located in states other than the state in which the respondent is established, and as a result of said sales and the respondent's instructions, such canned salmon and other sea food products are shipped and transported across state lines to such buyers who are located in various states of the United States, other than the state where the respondent is established, and the respondent has been and is now playing or granting or has paid or granted, directly or indirectly, commissions, brokerage or other compensations or allowances or discounts in lieu thereof to such buyers of said canned salmon and other sea food products.

PAR THREE. The respondent, since June 19, 1936, has distributed and sold and distributes and sells canned salmon and other sea food products directly to certain buyers in interstate transactions as aforesaid and has paid to such buyers commissions or brokerage fees on purchases made by them in their respective names and for their respective accounts. The respondent's method of distribution and sale, as hereinafter illustrated, is representative of the sales methods of a number of West Coast distributors.

Such buyers customarily designate themselves as "brokers", "merchandise brokers", or as "primary distributors", although they are known to the trade as "buying brokers" or "speculative brokers". Such "buying brokers" or "speculative brokers" customarily operate by placing orders for merchandise with those sellers, and only with those sellers, who will grant and pay them commissions or brokerage fees on their own purchases. Some such buyers are large scale buyers and sellers of merchandise distributed under their own private brands, which brands usually show the name and address of the buyer but not of the packer, and identify the merchandise as being the product of the particular buyer who owns the label.

Some such buyers customarily purchase their private brand salmon and other sea food products from respondent and many others sellers and often during a given season, after shopping the market, will purchase such commodities under the same private brands from several competing sellers, placing their orders where they are able to secure the most favorable prices and terms.

Such buyers place their orders for merchandise with respondent and other sellers, who, on receiving and accepting such orders, deliver the merchandise to a common carrier for delivery, but require that the buyer pay the purchase price as a

condition precedent to the delivery of the merchandise. If such merchandise is lost or damaged in transit, such buyers file claims in their own names and collect damages from the carrier for their own account.

On receipt of the merchandise, such buyers insure such merchandise and warehouse it in their own warehouses or in public warehouses, and thereafter generally utilize the warehouse receipts covering the merchandise, together with the insurance contract, as collateral or security to obtain bank loans.

Such buyers mask these operations under the fictionalized designation of "brokers", "merchandise brokers", or "primary distributors", for the sole purpose of coloring the name and method of their operation in order to collect commissions or brokerage fees from respondent and from other sellers who will pay such buyers commissions or brokerage fees on their own purchases, notwithstanding the fact that it is well known to be the custom of such buyers to invoice and sell such merchandise in their own names, for their own accounts, at their own prices, and on their own terms, and to assume full and complete credit risks.

PAR. FOUR. The acts and practices of the respondent in promoting sales of canned salmon and other sea food products by paying to buyers, directly or indirectly, commissions, brokerage or other compensation and allowances or discounts in lieu thereof, as set forth above, are in violation of subsection (c) of section 2 of the Clayton Act, as amended.

Wherefore, the premises considered, the Federal Trade Commission on this 15th day of July A. D., 1944, issues its complaint against said respondent.

Notice. Notice is hereby given you, Edward H. Hamlin, doing business as E. H. Hamlin Company, a corporation, respondent herein, that the 18th day of August, A. D., 1944, at 2 o'clock in the afternoon, is hereby fixed as the time, and the offices of the Federal Trade Commission in the City of Washington, D. C., as the place, when and where a hearing will be had on the charges set forth in this complaint, at which time and place you will have the right, under said act, to appear and show cause why an order should not be entered by said Commission requiring you to cease and desist from the violations of the law charged in the complaint.

You are notified and required, on or before the twentieth day after service upon you of this complaint, to file with the Commission an answer to the complaint. If answer is filed and if your appearance at the place and on the date above stated be not required, due notice to that effect will be given you. The Rules of Practice adopted by the Commission with respect to answers or failure to appear or answer (Rule IX) provide as follows:

In case of desire to contest the proceeding the respondent shall, within twenty (20) days from the service of the complaint, file with the Commission an answer to the complaint. Such answer shall contain a concise statement of the facts which constitute the ground of defense. Respondent shall specifically admit or deny or explain each of the facts alleged in the complaint, unless respondent is without knowledge, in which case respondent shall so state.

* * * * *

Failure of the respondent to file answer within the time above provided and failure to appear at the time and place fixed for hearing shall be deemed to authorize the Commission, without further notice to respondent, to proceed in regular course on the charges set forth in the complaint.

If respondent desires to waive hearing on the allegations of fact set forth in the complaint and not to contest the facts, the answer may consist of a statement that respondent admits all the material allegations of fact charged in the complaint to be true. Respondent by such answer shall be deemed to have waived a hearing on the allegations of fact set forth in said complaint and to have authorized the Commission, without further evidence, or other intervening procedure, to find such facts to be true.

Contemporaneously with the filing of such answer the respondent may give notice in writing that he desires to be heard on the question as to whether the admitted facts constitute the violation of law charged in the complaint. Pursuant to such notice, the respondent may file a brief, directed solely to that question, in accordance with Rule XXIII.

In witness whereof, the Federal Trade Commission has caused this, its complaint, to be signed by its Secretary, and its official seal to be hereto affixed, at Washington, D. C., this 15th day of July, A. D. 1944.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 44–10713; Filed, July 19, 1944; 11:10 a. m.]

INTERSTATE COMMERCE COMMISSION.

[S. O. 200, Amended Gen. Permit 13]

REICING OF POTATOES IN DESIGNATED WESTERN STATES

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

On any refrigerator car loaded with potatoes originating at any point or points in the States of Colorado, Kansas, Nebraska, Wyoming and Utah, to reice in transit one time only and to accord the reicing at stations designated by shippers or, at the carriers' option, at the first icing station on either side of such designated station. This general permit shall apply to all such cars billed or moving on the effective date hereof.

This general permit shall become effective at 12:01 a. m., July 18, 1944, and shall expire at 12:01 a. m., September 1, 1944.

The waybills shall show reference to this general permit.

A copy of this general permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 17th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10741; Filed, July 19, 1944; 12:00 m.]

MARITIME WAR EMERGENCY BOARD.

[Decision 2 B, Amdt. 1]

VOYAGE, AREA, AND VESSEL ATTACK BONUS PAYMENT TO CREW MEMBERS OF MERCHANT MARINE

The Maritime War Emergency Board today announces the following amendments to Decision 2 B:

1. Paragraph C of Classification I of Article II is amended to change the western boundary line of the Pacific Area in the Bay of Bengal and Indian Ocean from "90° East Longitude" to "80° East Longitude".

It should be noted that this amendment to Classification I of Article II likewise extends the Pacific Area with regard to payment of area bonus under paragraph A of Article V.

2. Paragraph B of Article V is amended by adding at the end of the first sentence the following: "or (3) which is otherwise subjected to extreme and immediate danger of destruction as a result of enemy attack or other direct war hazard."

The foregoing amendments are effective at 12:01 a. m. August 1, 1944, as to all vessels whether at sea or in port.

Dated: July 12, 1944.

MARITIME WAR EMERGENCY BOARD,
EDWARD MACAULEY, *Chairman.*
JOHN R. STEELMAN.
FRANK P. GRAHAM,

[F. R. Doc. 44–10710; Filed, July 19, 1944; 10:26 a. m.]

OFFICE OF ALIEN PROPERTY CUSTODIAN.

[Vesting Order 500A–36]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on June 3, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
A. Foreign 44546.	Rahmenformeln	Adolf Kleinlogel of Germany (exact address not established).	Verlag von Wilhelm Ernst & Sohn Köthenstr. 38 Berlin, Germany (Nationality: German).	Author and owner.
A. Foreign 44468.	Flugwesen. Fünfsprachig	Lothar Ahrens of Germany (exact address not established).	VDI Verlag, G.m.b.H. Dorotheenstr. 40 Berlin, Germany (Nationality: German).	Author and owner.
A. Foreign 11204.	Moderne Algebra T 1, Die Grundlehren der Mathematischen Wissenschaften Bd. 33, T 1.	B. L. van der Waerden of Germany (exact address not established).	Julius Springer Linkstr. 23/24 Berlin, Germany (Nationality: German).	Author and owner.
A. Foreign 13573.	Moderne Algebra, T. II. Die Grundlehren der Mathematischen Wissenschaften Bd. 34, T II.	Bartel L. Waerden of Germany (exact address not established).	Julius Springer Linkstr. 23/24 Berlin, Germany (Nationality: German).	Author and owner.

[F. R. Doc. 44–10557; Filed, July 17, 1944; 10:48 a. m.]

[Vesting Order 500A–37]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part,

of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on June 7, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
A. Foreign 32784	Werkstoffkunde der Hochvakuumtechnik	Werner Espe and Max Knoll (Nationalities unknown) (exact addresses not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.

[F. R. Doc. 44–10558; Filed, July 17, 1944; 10:48 a. m.]

[Vesting Order 500A–38]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on August 17, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown	Les Musiciens du Ciel (A motion picture)	Rene Le Fevre (nationality not established)	Franciner, a corporation, 44 Champs Elysees, Paris, France (nationality: French) and Roberto Chabert, of Paris, France (nationality: French).	Owners.

[F. R. Doc. 44–10559; Filed, July 17, 1944; 10:49 a. m.]

[Vesting Order 500A–40]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations, or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on June 21, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners or potential owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown	Ternare Systeme	Georg Masing (nationality not established).	Akademische Verlagsgesellschaft, m. b. H. Leipzig, Germany (nationality: German).	Owner.
A. Foreign 37695	Chemie und Technologie der Fette und Fettprodukte II. Band Verbeitung und Anwendung der Fette.	Heinrich Schonfeld of Poland and K. Lindner of Germany.	Julius Springer Schotteng 4 Wien, Austria (nationality: German).	Owner.
A. Foreign 43689	Chemie und Technologie der Fette und Fettprodukte Band IV Seifen und Seifenartige Stoffe.	H. Schonfeld of Poland	Julius Springer Schottengasse 4 Wien, Germany (nationality: German).	Owner.
A. Foreign 31961	Chemie und Technologie der Fette und Fettprodukte. 1. Bd. Chemie und Gewinnung der Fette.	Edward H. Koch and Gustav Honnicke of Germany (exact addresses not established).	Julius Springer Schottengasse 4 Wien, Germany (nationality: German).	Authors and owner.

[F. R. Doc. 44–10560; Filed, July 17, 1944; 10:49 a. m.]

[Vesting Order 500A–41]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, or whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such poperty constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on June 21, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
A. Foreign 215...	Dictionnaire francaise-anglais; English-French dictionary.	Louis Chaffurin of France (exact address not established).	Librairie Larousse, Paris, France (nationality: French).	Author and owner.

[F. R. Doc. 44–10561; Filed, July 17, 1944; 10:49 a. m.]

[Vesting Order 500A–43]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of date of this order, are organized under the laws, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all

of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraphs 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on June 29, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
A. Foreign 46528...	Photographische Messtechnik	Ing. Leopold Fink (nationality not established).	R. Oldenbourg, Munich and Berlin, Germany (nationality: German).	Owner.
A. Foreign 33576.	Veröffentlichungen des Instituts der Deutschen Forschungsgesellschaft für Bodenmechanik (Degebo).	Lutz Erlenbach (nationality not established).	Julius Springer, Berlin, Germany (nationality; German).	Owner.

[F. R. Doc. 44–10562; Filed, July 17, 1944; 10:50 a. m.]

[Vesting Order 500A–44]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal place of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on July 8, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
A. Foreign 18227..	Mathematische Grundlagen der Quantenmechanik.	Johann von Neumann of Germany (Exact address not established).	Julius Springer Linkstr. 23/24, Berlin, Germany (nationality: German).	Author and owner.
A. Foreign 23114..	Die Mathematischen Hilfsmittel des Physikers.	Erwin Madelung of Germany (Exact address not established).	Julius Springer Linkstr. 23/24, Berlin, Germany, (nationality: German).	Author and owner.
A. Foreign 29265..	Die Mathematischen Hilfsmittel des Physikers.	Erwin Madelung of Germany (Exact address not established).	Julius Springer Linkstr. 23/24, Berlin, Germany (nationality: German).	Author and owner.
A. Foreign 31964..	Die Mathematischen Hilfsmittel des Physikers.	Erwin Madelung of Germany (Exact address not established).	Julius Springer Linkstr. 23/24, Berlin W. 9, Germany (nationality: German).	Author and owner.

[F. R. Doc. 44–10563; Filed, July 17, 1944; 10:50 a. m.]

[Vesting Order 500A–45]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt within the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on July 28, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
A. Foreign 25790..	Vorlesungen uber numerisches rachan.....	C. Runge u. K. Konig of Germany (exact addresses not established).	Julius Springer, Linkstr. 23/24, Berlin, Germany (Nationality: German).	Authors and owner.

[F. R. Doc. 44–10564; Filed, July 17, 1944; 10:50 a. m.]

[Vesting Order 500A–45, Amdt.]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Whereas, pursuant to Vesting Order No. 500A–45 of July 28, 1943, the undersigned purported to vest certain interests under copyright in a work described in Exhibit A attached to the said order;

Whereas, the work listed in Exhibit A attached to the aforesaid order was designated as "Vorlesungen uber numerisches rachan";

Whereas, such work in fact is described in the United States Copyright Office as "Vorlesungen uber numerisches rechnen"; and

Whereas, it was intended to vest the copyright interests of the nationals there designated in "Vorlesungen uber numerisches rechnen" but such work was, through clerical error, designated in Vesting Order Number 500A–45 as "Vorlesungen uber numerisches rachan";

Now, therefore, Vesting Order Number 500A–45 of July 28, 1943, is hereby amended as follows and not otherwise:

By striking the word "rachan" appearing in Exhibit A attached thereto and made a part thereof, and substituting the word "rechnen".

All other provisions of said Vesting Order Number 500A–45 and all action taken on behalf of the undersigned in reliance thereon, pursuant thereto and under the authority thereof are hereby ratified and confirmed.

Executed at Washington, D. C., on August 25, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 44–10550; Filed, July 17, 1944; 10:50 a. m.]

[Vesting Order 500A–46]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the couyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright, and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on July 28, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
A. Foreign 24862.	Der Hypnotismus mit Einschlussdder Psychotherapie und Hauptpunkte des Okkultismus.	Albert Moll of Germany (exact address not established).	Fischers Med. Buchh. H. Kornfeld, Kelthstr. 5, Berlin, Germany (nationality: German).	Author and owner.

[F. R. Doc. 44–10551; Filed, July 17, 1944; 10:51 a. m.]

[Vesting Order 500A–48]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified

persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on August 6, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
A foreign 41573...	The latest modern Italian-English and English-Italian dictionary.	Andrea de Roever Lysle of Holland (exact address not established).	F. Casanova & Cia. Via Po 30, Turin, Italy (nationality: Italian).	Owner.

[F. R. Doc. 44–10552; Filed, July 17, 1944; 10:51 a. m.]

[Vesting Order 500A–49]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on August 10, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown.....	Lehrbuch Der Philosophie.....	Max Dessoir, Editor (Nationality not established).	Ullstein, Berlin, Germany (nationality: German).	Owner.
Unknown.....	Die Welt in der Retorte.....	Dr. Hans-Joachim Flechtner (nationality not established).	Deutscher Verlag, Berlin, Germany (nationality: German).	Owner.
R. 31698.....	Poeme Pour Violin et Orchestre; pour Violon et Piano.	Ernest Chausson (nationality not established).	Breitkopf & Härtel, Leipzig, Germany (nationality: German).	Owner.
A. Foreign 47150..	Duden espanol.....	Th. Scheppelmann of Germany (exact address not established).	Bibliographisches Institut A. G., Täubchenweg 17, Leipzig C 1, Germany.	Author and owner.
A. Foreign 29568..	Grosse (Der) Duden (IV) Bildwörterbuch der deutschen Sprache.	Otto Basler, Editor, of Germany (exact address not established).	Bibliographisches Institut A. G., Täubchenweg 17, Leipzig C 1, Germany.	Editor and owner.
A. Foreign 36111..	Duden (Konrad) Duden francais, dictionnaire de la langue francaise.	Alexander Snyekers of Germany (exact address not established).	Bibliographisches Institut A. G., Täubchenweg 17, Leipzig C1, Germany.	Author and owner.

[F. R. Doc. 44–10553; Filed, July 17, 1944; 10:52 a. m.]

[Vesting Order 500A–50]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on August 19, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown.....	Ensyklopädie der technischen Chemie....	Fritz Ullmann (nationality not established).	Urban and Schwarzenberg, Berlin, Germany (nationality: German).	Owner.

[F. R. Doc. 44–10554; Filed, July 17, 1944; 10:52 a. m.]

[Vesting Order 500A–51]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on August 25, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown	Die Dampfturbinen, ihre Berechnung und Konstruktion mit einem anhang über die Gasturbinen.	Gustav Flügel (nationality not established)	Johann Ambrosius Barth, Leipzig, Germany (nationality: German).	Owner.

[F. R. Doc. 44–10555; Filed, July 17, 1944; 10:52 a. m.]

[Vesting Order 500A–52]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on September 1, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown	Atlas der physikalischen und anorganischen Chemie.	A. von Antropoff and M. von Stackelberg (Nationalities not established).	Verlag Chemie, G. M. B. H., Berlin (nationality: German).	Owner.
A. Foreign 12954	Langenscheidt's Universalwörterbuch, English T. 1 Englisch-deutsch T. 2 Deutschenglisch. 2 v. in 1.	Bearb. Elastner Bertha u. Lange Helmuth	Langenscheidt'sche Verlagsbuchhandlung (Prof. G. Langenscheidt) g. m. b. h. Bahnstrasse 29/30 Berlin-Schöneberg (nationality: German).	Author and owner.
A. Foreign 22282	Langenscheidt dizionario universale delle lingue italiana ed inglese, inglese—italiano (ed italiano—inglese) 2 v. in 1.	Ramdor (August) of Italy (exact address not established).	Langenscheidt'sche Verlagsbuchhandlung (Prof. G. Langenscheidt) g. m. b. h. Bahnstrasse 29/30 Berlin-Schöneberg (nationality: German).	Author and owner.

[F. R. Doc. 44–10556; Filed, July 17, 1944; 10:53 a. m.]

[Vesting Order 500A–53]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, and titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows:

All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subaragraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order

may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on September 10, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown.....	Die elektrolytische Darstellung von Legierungen aus wässerigen Lösungen.	Robert Kremann (Nationality not established).	Friedr. Vieweg & Sohn Vor der Burg, 18 Braunschweig, Germany (Nationality: German).	Owner.

[F. R. Doc. 44–10565; Filed, July 17, 1944; 10:55 a. m.]

[Vesting Order 500A–54]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyright) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: all right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on September 9, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown.....	Report on viscosity and plasticity.....	Academy of Sciences of Amsterdam, Holland (Nationality: Dutch).	Academy of Sciences of Amsterdam, Holland (Nationality: Dutch).	Owner.
A Foreign 34403..	Lehrbuch der ballistik. 1 bd. Aussere ballistik (5 Aufl.).	Carl Cranz of Germany (exact address not established).	Julius Springer Linkstr. 23/24 Berlin, Germany (Nationality: German).	Author and owner.
A Foreign 33572..	Lehrbuch der ballistik. Erganzungsband. Erganzungen zum band I, 5 aufl. (1925) band II (1926) u. band III 2. aufl. (1927).	Carl Cranz and Otto Von Eberhard of Germany (exact addresses not established).	Julius Springer Linkstr. 23/24 Berlin W. 9, Germany (Nationality: German).	Authors and owner.
A Foreign 36892..	Lehrbuch der ballistik 3 bd. 2 aufl.....	Carl Cranz of Germany (exact address not established).	Julius Springer Linkstr. 23/24 Berlin, Germany (Nationality: German).	Author and owner.
A Foreign 32256..	Lehrbuch der ballistik 2 bd. Innere Ballistik.	Carl Cranz of Germany (exact address not established).	Julius Springer Linkstr. 23/24 Berlin, Germany (Nationality: German).	Author and owner.

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
A Foreign 18723..	Elektrische gasentladungen; ihre physik und technik 1 bd. Grundgesetze.	Alfred von Engel of Germany (exact address not established).	Julius Springer Linkstr. 23/24 Berlin, Germany (Nationality: German).	Author and owner.
A Foreign 26707..	Elektrische gasentladungen; ihre physik und technik. 2 bd. Entladungserscheinungen, technische anwendungen.	Alfred von Engel of Germany (exact address not established).	Julius Springer Linkstr. 23/24 Berlin, Germany (Nationality: German).	Author and owner.
A oreign 37794...	Materialprüfung mit Röntgenstrahlen.....	Richard Glocker of Germany (exact address not established).	Julius Springer Berlin, Germany (Nationality: German).	Author and owner.
A Foreign 35182..	Materialprüfung mit Röntgenstrahlen. 2 aufl.	Richard Glocker of Germany (exact address not established).	Julius Springer Linkstr. 23/24 Berlin, Germany (Nationality: German).	Author and owner.
A Foreign 47721..	Die Lösungsmittel u. weichhaltungsmittel bd. 1.	Hellmut Onamm of Germany (exact address not established).	Wissenschaftliche Verlagsgesellschaft Tübingerstr. 53 Stuttgart, Germany (nationality: German).	Author and owner.
A Foreign 47222...	Kunstseide und zellwolle nach dem Viskose-verfahren.	Kurt Götze of Germany (exact address not established).	Julius Springer Linkstr, 23–24 Berlin, Germany (nationality: German).	Author and owner.
A Foreign 43624..	Kristallchemie u. Kristallphysik metallischer werkstoffe. Eine Einführung für Ingenieure. (Mit 205 abbildungen im ext).	Franz Halla of Germany (exact address not established).	Johann Ambrosius Barth Salomonstr. 18 b Leipzig, Germany (nationality: German).	Author and owner.
A Foreign 40959...	Handbuch der Katalase Zweiter Band: Katalase in Lösungen.	G. M. Schwab of Germany (exact address not established).	Julius Springer, Schottengass 4, Wien, Germany (Nationality: German).	Author and owner.
A Foreign 48220..	Tafeln u. aufgaben zur harmonischen analyse u. periodogrammrechnung.	Karl Stumpff of Germany (exact address not established).	Julius Springer, Linkstr. 23/24, Berlin, Germany (Nationality: German).	Author and owner.
A Foreign 43846...	Fortschritte der Chemie organischer Naturstoffe bd. 1.	H. Bredereck u. H. von Euler and others of Germany and Switzerland (exact addresses not established).	Julius Springer, Schottengass 4, Wien, Germany (Nationality: German).	Owner.
A Foreign 44547..	Fortschritte der Chemie organischer Naturstoffe IIbd.	L. Zechmeister, ed. of Hungary (exact address not established).	Julius Springer Schottengass, 4 Wien, Germany (Nationality: German).	Author and owner.
A Foreign 45877..	Fortschritte der chemie organischer naturstoffe.	L. Zechmeister of Hungary (exact address not established).	Julius Springer, Schottengasse 4 Wien, Germany (Nationality: German).	Author and owner.
Unknown.....	Die Technik der Bierhefe-Verwertung....	Hans Vogel (Nationality not established)...	Ferdinand Enke, Stuttbart, Germany (Nationality: German).	Owner.

[F. R. Doc. 44–10566; Filed, July 17, 1944; 10:55 a. m.]

[Vesting Order 500A–55]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on September 20, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown	Gemischbildung und Verbrennung im Dieselmotor.	Pischinger and Cordier (Nationalities not established).	Julius Springer, Vienna, Germany (Nationality: German).	Owner.
Unknown	Die Maschinengetriebe	Wilh. Hartmann (Nationality not established).	Deutsche Verlags-Anstalt, Stuttgart und Berlin, Germany (Nationality: German).	Owner.
Unknown	Theorie und Anwendung der Laplace-transformation.	Gustav Doetsch (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.

[F. R. Doc. 44-10567; Filed, July 17, 1944; 10:55 a. m.]

[Vesting Order 500A-56]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on Sept. 18, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown	Lehrbuch der physiologischen Chemie. In Vorlesungen. 9. und 10. völlig überarb. Aufl. 1941.	Emil Abderhalden (nationality not established).	Urban & Schwarzenberg Berlin, Germany (nationality: German).	Owner.
Unknown	Analyse der Metalle	Hrsg. vom Chemikerfachausschuss des Metall und Erze e.V. of Berlin, Germany.	Julius Springer, Linkstr. 23/24 Berlin, Germany (nationality: German).	Author and owner.
Unknown	Ballistik	Hermann Athen (Nationality not established).	Quelle & Meyer, Berlin, Germany (Nationality: German).	Owner.
Unknown	Grundlagen der Verstärkertechnik	Hans Bartels (Nationality not established).	S. Hirzel, Leipzig, Germany (Nationality: German).	Owner.
Unknown	Der Schiffsmaschinenbau	Gustav Bauer (Nationality not established).	R. Oldenbourg, München, Germany (Nationality: German).	Owner.
Unknown	Laboratoriumsbuch für den Lebensmittelchemiker.	A. Beythien (Nationality not established).	T. Steinkopff, Dresden, Germany (Nationality: German).	Owner.
Unknown	Elektrische Maschinen	Theodor Bödefeld (Nationality not established).	Julius Springer Linkstr. 23/24 Berlin, Germany (Nationality: German).	Owner.
Unknown	Wärmelehre; Physikalische Grundlagen vom technischen Standpunkt.	H. Blasius (Nationality not established).	Boysen & Maasch, Hamburg, Germany (Nationality: German).	Owner.
Unknown	Die Sekundär-Elektronen-Emission fester Körper.	Hajo Bruining (Nationality not established).	Julius Springer Linkstr. 23/24 Berlin, Germany (Nationality: German).	Owner.
Unknown	Metallographie des Magnesiums und seiner technischen Legierungen.	Walter Bullan and E. Fahrenhorst (Nationalities not established).	Julius Springer Linkstr. 23/24 Berlin, Germany (Nationality: German).	Owner.

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown	Aromatische Kohlenwasserstoffe. Polycyclische Systeme.	Erich Clar (nationality not established).	Julius Springer, Linkstr. 23/24, Berlin, Germany (nationality: German).	Owner.
Unknown	Hilfsbuch für die praktische Werkstoffabnahme in der Metallindustrie.	Ernst Damerow (nationality not established).	Julius Springer, Linkstr. 23/24, Berlin, Germany (nationality: German).	Owner.
Unknown	Die Haltbarmachung von Lebensmitteln.	Willibald Diemair (nationality not established).	F. Enke, Stuttgart, Germany (nationality: German).	Owner.
Unknown	Die Metallurgie des Eisens	R. Durrer (Nationality not established).	Verlag Chemie, Berlin, Germany (Nationality: German).	Owner.
Unknown	Technische Strömungslehre	Bruno Eck (Nationality not established).	Julius Springer, Linkstr. 23/24, Berlin, Germany (Nationality: German).	Owner.
Unknown	Grundriss der Kohlenhydrat-Chemie	Horst Elsner (Nationality not established).	Paul Paren, Hedemannstr. 28/29, Berlin S. W. 11, Germany (Nationality: German).	Owner.
Unknown	Grundriss der physikalischen Chemie. 5 Aufl.	Arnold Eucken (Nationality not established).	Akademische Verlagsgesellschaft m. b. H., Leipzig, Germany (Nationality: German).	Owner.
Unknown	Einführung in die Vierpoltheorie der elektrischen Nachrichtentechnik. 2 Aufl.	R. Feldkeller (Nationality not established).	S. Hirzel, Leipzig, Germany (Nationality: German).	Owner.
Unknown	Triäthanolamine. 3 Aufl	Emil Johannes Fischer (Nationality not established).	Allgem. Industrieverl., Berlin, Germany (Nationality: German).	Owner.
Unknown	Grundriss der Gewebefärbung	Ilse Fischer (Nationality not established).	Gustav Fischer, Jena, Germany (Nationality: German).	Owner.
Unknown	Laboratoriumsbuch für die Untersuchung technischer Wachs-, Harzund Ölgemenge.	J. Fischer or Emil Johannes (Nationality not established).	W. Knapp, Halle, Germany (Nationality: German).	Owner.
Unknown	Fortschritte der Chemie, Physik und Technik dermakromolekularen Stoffe.	Unknown	J. F. Lehmann, München and Berlin, Germany (Nationality: German).	Owner.
Unknown	Bogen- und Funkenspektrum des Eisens von 4555 A bis 227 A mit gleichzeitiger Angabe der Analysenlinien der wichtigsten Elemente.	Fritz Gössler (Nationality not established).	Gustav Fischer, Jena, Germany (Nationality: German).	Owner.
Unknown	Schule des Funktechnikers, Ein Hilfsbuch für der Beruf mit besonderer Berücksichtigung der Rundfunk- und Fernsehtechnik.	Hans Günther (i. a. Walter de Haas) (Nationality not established).	Frankh, Stuttgart, Germany (Nationality: German).	Owner.
Unknown	Polarographie; Theoretische Grundlagen, praktische Ausführung und Anwendungen der Elektrolyse mit der tropfenden Quecksilberelektrode.	Jaroslav Heyrovsky (Nationality not established).	Julius Springer, Wien, Germany (Nationality: German).	Owner.
Unknown	Chemie und Technologie der Kunstoffe	Roelof Houwink (Nationality not established).	Akademische Verlagsgesellschaft m. b. H., Leipzig, Germany (nationality: German).	Owner.
Unknown	Schmierstoffe und Maschinenschmierung.	Erich H. Kadmer (Nationality not established).	Gebrüder Borntraeger Verlagsbuchhandlung, Berlin, Germany (Nationality: German).	Owner.
Unknown	Differential-gleichungen. Lösungsmethoden und Lösungen.	E. Kamke (Nationality not established).	Akademische Verlagsgesellschaft m. b. H., Leipzig, Germany (Nationality: German).	Owner.
Unknown	Einführung in die n-dimensionale algebraische Geometrie. Mit besonderer Berücksichtigung der Physik.	Friedrich Klinger (Nationality not established).	Julius Springer, Linkstr. 23/24, Berlin, Germany (Nationality: German).	Owner.
Unknown	Elektrolytlösungen	Gustav Kortüm (Nationality not established).	Akademische Verlagsgesellschaft m. b. H., Leipzig, Germany (Nationality: German).	Owner.
Unknown	Kolorimetrie und Spektralphotometrie	Gustav Kortüm (Nationality not established).	Julius Springer, Linkstr. 23/24, Berlin, Germany (Nationality: German).	Owner.
Unknown	Drahtloser Uberseeverkehr	P. Kotowski and H. Wisbar (Nationalities not established).	S. Hirzel, Leipzig, Germany (Nationality: German).	Owner.
Unknown	Einführung in die theoretische Elektrotechnik.	Karl Küpfmüller (Nationality not established).	Julius Springer, Linkstr. 23/24 Berlin, Germany (Nationality: German).	Owner.
Unknown	Die metallischen Rohstoffe	Johann Paul Krusch (Nationality not established).	Ferdinand Enke, Stuttgart, Germany (Nationality: German).	Owner.
Unknown	Filtration und Filter...Umfassende Gesamtdarstellung der modernen Filtrationsmethoden.	August Kupferath (Nationality not established).	Bodenbender, Berlin, Germany (Nationality: German).	Owner.
Unknown	Lecithin	Rudolf Kunze (Nationality not established).	Rosemeier, Berlin, Germany (Nationality: German).	Owner.
Unknown	Lehrbuch der organischen Chemie	Wolfgang Langebeck (Nationality not established).	T. Steinkopff, Dresden, Germany (Nationality: German).	Owner.
Unknown	L'zeotropie. La tension de vapeur des melanges des liquides.	Maurice Legat (Nationality not established).	M. Lamartine, Bruxelles, Belgium (Nationality: Belgian).	Owner.
Unknown	Die Wasserstoffionenmessung. Eine erste Einführung. 2 umgearb. Aufl. 1942.	Gunther Lehmann (Nationality not established).	Johann Ambrosius Barth Leipzig, Germany (Nationality: German).	Owner.
Unknown	Praktische Messgeräte für Hochund Niederfrequenz.	Herbert Lenuartz (Nationality not established).	Widmann Berlin, Germany (Nationality: German).	Owner.
Unknown	Motorkraftstoffe	M. Marder (Nationality not established).	Julius Springer Linkstr. 23/24 Berlin, Germany (Nationality: German).	Owner.
Unknown	Kernphysikalische Tabellen. Mit einer Einführung in die Kernphysik.	J. Mattauch and S. Flügge (Nationalities not established).	Julius Springer Linkstr. 23/24 Berlin, Germany (Nationality: German).	Owner
Unknown	Medizin und Chemie. Abhandlungen aus den medizinisch-chemischen Forschungsstätten der I. G. Farbenindustrie, A. G.	Unknown	Verlag Chemie, Berlin, Germany (Nationality: German).	Owner.
Unknown	Radiumdosimetrie	Walter Minder (Nationality not established).	Julius Springer, Wien, Germany (Nationality: German).	Owner.
Unknown	Die elektrometrische (potentiometrische) Massanalyse. 6 verb und verm. Aufl. 1942.	Erich Müller (Nationality not established).	T. Steinkopff, Dresden, Germany (Nationality: German).	Owner.
Unknown	Ausgewählte chemische Untersuchungsmethoden für die Stahl-und Eisenindustrie.	Otto Niezoldi (Nationality not established).	Julius Springer, Linkstr. 23/24 Berlin, Germany (Nationality: German).	Owner.
Unknown	Tafel der regelmässigen Kettenbrüche für die Quadratwurzeln aus den natürlichen Zahlen von 1-10000.	Wilhelm Patt (Nationality not established).	Akademische Verlagsgesellschaft m. b. H. Leipzig, Germany (Nationality: German).	Owner.
Unknown	Die akut entzündlichen Erkrankungen des Nervensystems.	Heinrich Pette (Nationality not established).	Georg Thieme Leipzig, Germany (Nationality: German).	Owner.
Unknown	Galvanotechnik	Wilhelm Pfanhauser (Nationality not established).	Akademische Verlagsgesellschaft m.b.H. Leipzig, Germany (Nationality: German).	Owner.
Unknown	Viscosität der Kolloide	W. Philippoff (Nationality not established).	T. Steinkopff Dresden and Leipzig, Germany (Nationality: German).	Owner.
Unknown	Einführung in die Elektrizitätslehre	Robert W. Pohl (Nationality not established).	Julius Springer Linkstr. 23/24 Berlin, Germany (Nationality: German).	Owner.
Unknown	Einführung in die Mechanik, Akustik und Wärmelehre.	Robert W. Pohl (Nationality not established).	Julius Springer, Linkstr. 23/24 Berlin, Germany (Nationality: German).	Owner.
Unknown	Die Edelstähle. 3 stark umgearb. Aufl. 1942.	Franz Rapatz (Nationality not established).	Julius Springer, Linkstr. 23/24 Berlin, Germany (Nationality: German).	Owner.
Unknown	Versatz-und Umrechnungstabellen für die Silikat-Industrie.	Franz Rauls (Nationality not established).	Müller & Schmidt, Coburg, Germany (Nationality: German).	Owner.

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown	Elektronenröhren als Schwingungserzeuger und Gleichrichter.	Horst Rothe (Nationality not established).	Akademische Verlagsgesellschaft m. b. H. Leipzig, Germany (Nationality: German).	Owner.
Unknown	Die neuere Entwicklung der Kolloidchemie.	Maks Sameo (Nationality not established).	T. Steinkopff, Dresden, Germany (Nationality: German).	Owner.
Unknown	Elektrophysiologie	Hans Schaefer (Nationality not established).	Deuticke Wien, Germany (Nationality: German).	Owner.
Unknown	Die Elektronenröhre als physikalisches Messgerat.	Josep Schintlmeister (Nationality not established).	Julius Springer, Linkstr. 23/24, Berlin, Germany (Nationality: German).	Owner.
Unknown	Die schizophrenen Symptomverbände	Carl Schneider (Nationality not established).	Julius Springer, Linkstr. 23/24, Berlin, Germany (Nationality: German).	Owner.
Unknown	Beiträge zur Wirtschaft, Wissenschaft und Technik der Metalle und ihrer Legierungen—metallische elektische Widerstandswerkstoffe.	Alfred P. Schulze (Nationality not established).	Lüttge, Berlin, Germany (Nationality: German).	Owner.
Unknown	Homogenkinetik	Anton Skrabal (nationality not established).	T. Steinkopff, Dresden and Leipzig, Germany (nationality: German).	Owner.
Unknown	Organische Kolloidchemie	Hermann Staudinger (nationality not established).	Friedrich Vieweg & Sohn, Braunschweig, Germany (nationality: German).	Owner.
Unknown	Jahresbericht 1941 über Kunstseiden und Zellwollen.	Hans Truttwin (nationality not established)	Eder Verlag, München, Germany (nationality: German).	Owner.
Unknown	Die Chemie des Thiophens	Wilhom Steinkopf (nationality not established).	T. Steinkopff, Leipzig, Germany (nationality: German).	Owner.
Unknown	Chemie und Technik der Vitamine. 2 umgearb. Aufl. 1943.	Hans Vogel (nationality not established)	F. Enke, Stuttgart, Germany (nationality: German).	Owner.
Unknown	Bauelemente des Flugzeuges 2 Aufl. 1942.	Herbert Wagner and Gotthold Kimm (Nationalities not established).	R. Oldenbourg, München, Germany (nationality: German).	Owner.
Unknown	Kunstharze; Chemismus, Wesen und Eigenschaften.	H. Wagner (nationality not established)	J. F. Lehmann, München, Germany (nationality: German).	Owner.
Unknown	Diesel- und Treibgasmotoren. 2 Aufl. 1942.	Franz Weber (nationality not established).	R. Oldenbourg, München, Germany (nationality: German).	Owner.
Unknown	Zement. 2 völlig neubearb. Aufl. 1942	F. Wecke (nationality not established)	T. Steinkopff, Dresden, Germany (nationality: German).	Owner.
Unknown	Die chemische Analyse in der Stahlindustrie.	Robert Weihrich (Nationality not established).	F. Enke, Stuttgart, Germany (Nationality: German).	Owner.
Unknown	Theoretische Chemie. Eine Einführung vom Standpunkt einer gestalthaften Atomlehre.	Karl L. Wolf (Nationality not established).	J. A Barth Leipzig, Germany (Nationality: German).	Owner.
Unknown	Technische Physik der Werkstoffe	C. Zwikker (Nationality not established).	Julius Springer, Linkstr. 23/24 Berlin, Germany (Nationality: German).	Owner.
Unknown	Einführung in die Optik	Robert W. Pohl (Nationality not established).	Julius Springer, Linkstr. 23/24 Berlin, Germany (Nationality: German).	Owner.

[F. R. Doc. 44–10568; Filed, July 17, 1944; 10:56 a. m.]

[Vesting Order 500A–57]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on September 23, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown	Infantrie greift an. Erlebnisse und Erfahrungen.	Erwin Rommel of Germany (Exact address not established).	Voggenreiter, Potsdamm, Germany (Nationality: German).	Author and owner.

[F. R. Doc. 44–10569; Filed, July 17, 1944; 10:56 a. m.]

[Vesting Order 500A–58]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries:

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, of within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on Sept. 23, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown	Burma, Ceylon, Indo-China—Siam, Cambodia, Annam, Tongking, Yunnan—Landscape, Architecture, Inhabitants.	Martin Hurlimann (Nationality not established).	Atlantis-Verlag G. m. b. H., Berlin, Germany (Nationality: German).	Owner.

[F. R. Doc. 44–10570; Filed, July 17, 1944; 10:56 a. m.]

[Vesting Order 500A–59]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Ex-

hibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order, or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on September 27, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown	Beilstein's Handbuch der organischen Chemie. 4 Aufl. Zweites Ergänzungswerk, bd. 2, 34.	Friedrich Konrad Beilstein of Germany	Julius Springer, Berlin, Germany (nationality: German).	Author and owner.

[F. R. Doc. 44–10571; Filed, July 17, 1944; 10:57 a. m.]

[Vesting Order 500A–60]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

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The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on September 27, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
C 16706	Metallkeramik	Franz Skaupy of Germany (exact address not established).	Verlag Chemie G. m. b. H., Berlin, Berlin, Germany (Nationality: German).	Author and Owner.

[F. R. Doc. 44–10572; Filed, July 17, 1944; 10:57 a. m.]

[Vesting Order 500A–62]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on October 11, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown	Kartelle in Europa	Paul Thomas Fischer and Horst Wagenführ (nationalities not established).	Krische & Company of Nürnberg, Germany (nationality: German).	Owner.
C1A For. 33328	Die Technik selbsttätiger Steuerungen und Anlagen.	Dipl.-Ing. G. Meiners (nationality not established).	R. Oldenbourg of München und Berlin, Germany (nationality: German).	Owner.

[F. R. Doc. 44–10573; Filed, July 17, 1944; 10:57 a. m.]

[Vesting Order 500A-63]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion, or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing:

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on October 20, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
A. For. 20388	Hochschmelzende Hartstoffe u. ihre technische Anwendung.	Karl Becker of Germany (exact address not established).	Verlag chemie, G. m. b. H., Corneliusstr. 3, Berlin, Germany (nationality: German).	Author and owner.
A. For. 40137	Probleme der Technischen Magnetisierungskurve.	Richard Becker and Martin Kersten of Germany (exact addresses not established).	Julius Springer, Linkstr. 23/24, Berlin, Germany (nationality: German).	Authors and owner.
A. For. 40030	Grundlagen für die Messung von Stirnrädern.	Georg Berndt of Germany (exact address not established).	Julius Springer, Linkstr. 23/24, Berlin, Germany (nationality: German).	Author and owner.
A. For 19019	Das Celluloid u. seine ersatzstoffe	Gustav Bonwitt of Germany (exact address not established).	Union deutsche verlagsgesellschaft, zweigniederlassung Berlin Krausenstr. 35/36, Berlin, Germany (nationality: German).	Author and owner.
A. For. 41023	Der Wärmeund Kälteschutz in der Industrie 2 Aufl.	Joseph S. Cammerer of Germany (exact address not established).	Julius Springer, Linkstr. 23/24, Berlin, Germany (nationality: German).	Author and owner.
A. For. 46969	Reine u. angewandte Metallkunde in Einzeldarstellungen Band IV Kupfar im techn. Eisen.	Heinrich Cornelius of Germany (Exact address not established).	Julius Springer, Linkstr. 23/24, Berlin, Germany (Nationality: German).	Author and owner.
A. For. 43281	Elektrochemie geschmolzener Salze	Paul Drossbach of Germany (Exact address not established).	Julius Springer, Linkstr. 23/24, Berlin, Germany (Nationality: German).	Author and owner.
A. For. 30194	Grundzüge der schmiertechnik	Erich Falz of Germany (Exact address not established).	Julius Springer, Linkstr. 23/24, Berlin, Germany (Nationality: German).	Author and owner.
A. For. 16113	Grundzüge der schmiertechnik: lehr-und handbuch 2, aufl.	Erich Falz of Germany (Exact address not established).	Julius Springer, Linkstr. 23/24, Berlin, Germany (Nationality: German).	Author and owner.
A. For. 43235	Abfallstoffa der organisch-chemischen Industrie und ihre Verwertung.	Emil J. Fischer of Germany (exact address not established).	Theodor Steinkopff, Residenzstr. 32, Dresden, Germany (Nationality: German).	Author and owner.
A. For. 39171	Laboratoriumsbuch f. d. organischen plastischen Kunstmassen.	Emil J. Fischer of Germany (exact address not established).	Wilhelm Knapp, Mühlweg 19, Halle Germany (Nationality: German).	Author and owner.
A. For. 34219	Elektronentheorie der metalle	Herbert Fröhlich of Germany (exact address not established).	Julius Springer, Linkstr. 23/24, Berlin W. 9, Germany (nationality: German).	Author and owner.
A. For. 23776	La Filtration Industrielle	Georges Génin of France (exact address not established).	Dunod, Paris, France, (nationality: French).	Author and owner.
A. For. 44594	Einzelkonstruktionen aus dem Maschinenbau 9 Heft Schweiss-Konstructionen.	Richard Hänchen of Germany (exact address not established).	Julius Springer, Linkstr. 23/24, Berlin, Germany (nationality: German).	Author and owner.
A. For. 25628	Grundlagen der Mathematik, 1. Bd.	David Hilbert and Paul Bernays of Germany (exact addresses not established).	Julius Springer, Linkstr. 23/24, Berlin, Germany (nationality: German).	Authorsandowner.
A. For. 44490	Die Grundlehren der mathematischen Wissenschaften in Einzeldarstellungen, Band. 1. Grundlagen der Mathematik, 2. Band.	David Hilbert and Paul Bernays of Germany (exact addresses not established.)	Julius Springer, Linkstr. 23/24, Berlin, Germany (nationality: German).	Authorsandowner.
A. For. 38497	Reine u. angewandte Metallkunde in Einzeldarstellungen, Bd. 6. Blei und Bleilegierungen.	Wilhelm Hofmann of Germany (exact address not established).	Julius Springer, Linkstr. 22/24, Berlin, Germany (nationality: German).	Author and owner.

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
A. For. 33570	Berechnungsverfahren zur Bestimmung der kritischen Drehzahlen von geraden Wellen.	J. J. Holba of Austria (exact address not established).	Julius Springer, Schottengasse 4, Wien I, Austria (nationality: Austrian).	Author and owner.
A. For. 45500	Technische Physik . . . Bd. 4 Die technische Physik der elektrischen Kontakte.	Ragnar Holm of Sweden (exact address not established).	Julius Springer, Linkstr. 22/24, Berlin, Germany (nationality: German).	Owner.
A. For. 2052	Das Anthracen u. die anthrachinone, mit den zugehörigen vielkernigen systemen.	J. Houben and Walter Fischer of Germany (exact addresses not established).	Georg Thieme, Antonstr. 15–19, Leipzig, Germany (nationality: German).	Authors and owners.
A. For. 35796	Die Festigkeit von Druckstäben aus Stahl.	Karl Jezek of Austria (exact address not established).	Julius Springer, Schotteng. 4, Wien 1, Austria (nationality: Austrian).	Author and owner.
A. For. 40202	Spezifische wärme enthalpie, entropie und dissoziation technischer gase.	Eduard Justi of Germany (exact address not established).	Julius Springer, Linkstr. 23/24 Berlin, Germany (nationality: German).	Author and owner.
A. For. 39036	Das Versuchsu. Messwesen auf dem Gebiet des Kraftfahrzeugs.	Wunibald Kamm and Christian Schmid of Germany (exact addresses not established).	Julius Springer, Linkstr. 23/24 Berlin, Germany (nationality: German).	Author and owner.
A. For. 46675	Destillierund Rektifiziertechnik	Emil Kirschbaum of Germany (exact address not established).	Julius Springer, Linkstr. 23/24 Berlin, Germany (nationality: German).	Author and owner.
A. For. 48450	Reine und angewandte Metallkunde. Bd. 7 Plastische Eigenschaften von Kristallen u. metallischen Werkstoffen.	Albert Kochendörfer of Germany (exact address not established).	Julius Springer, Linkstr. 22/24 Berlin, Germany (nationality: German).	Author and owner.
A. For. 39645	Die Chemie Der Metallorganischen verbindungen.	Erich Krause and Aristid von Grosse of Germany (exact addresses not established).	Gebrüder Borntraeger, Berlin W 35, Germany Koesstr. Ufer 17 (nationality: German).	Authors and owner.
A. For. 29656	Die organischen Katalysatoren u. ihre Beziehungen zu den Fermenten.	Wolfgang Langenberk of Germany (exact address not established).	Julius Springer, Linkstr. 23/24, Berlin, Germany (nationality: German).	Author and owner.
A. For. 29524	Handbuch der metallphysik. bd. 1. Der metallische zustand der materie. l. t.	U. Dehlinger of Germany (exact address not established) and G. Barelius of Sweden (exact address not established).	Akademische verlagsgesellschaft m. b. H. Markgrafenstr. 6, Leipzig, Germany (nationality: German).	U. Dehlinger and owner.
A. For. 47670	Praktikum der Textilveredlung	Otto Mecheels of Germany (exact address not established).	Julius Springer, Linkstr. 23/24, Berlin, Germany (nationality: German).	Author and owner.

[F. R. Doc. 44–10574; Filed, July 17, 1944; 10:57 a. m.]

[Vesting Order 500A–65]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth whether or not, filed with the Register of Copyrights or otherwise asserted and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on October 23, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown.....	Chemie der Zucker und Polysaccharide...	Fritz Micheel (Nationality not established).	Akademische Verlagsgesellschaft of Leipzig, Germany (Nationality: German).	Owner.

[F. R. Doc. 44–10575; Filed, July 17, 1944; 10:58 a. m.]

[Vesting Order 500A–66]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on October 28, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested.
Unknown.....	P. G. von Moellendorff: Ein Lebensbild...	Rosalie von Moellendorff (Nationality not established).	Otto Harrassowitz of Leipzig, Germany (Nationality: German).	Owner.

[F. R. Doc. 44–10629; Filed, July 18, 1944; 11:19 a. m.]

[Vesting Order 500A–67]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meaning prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on November 9, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested.
Unknown.....	Strukturbericht (Zeitschrift für Kristallographie, Kristallgeometrie und Kristallphysik. Erganzungsband) 1931–1941. 6 vols.	P. P. Ewald und C. Hermann (Nationalities not established).	Akad. Verlagsages, Leipzig, Germany (Nationality: German).	Owner.
Unknown.....	Gasanalyse. Methoden der Arbeitspraxis unter Berucksichtigung der physiologischen Wirkungen der Gase. 2. verm. Aufl. (Die chemische Analyse, bd. 39) xii, 314 p.	Fritz Bayer (Nationality not established)...	Enke, Stutigart, Germany (Nationality: German).	Owner.
Unknown.....	Schwefelwasserstoff als Reagens in der quantitativen Analyse. (Die chemische Analyse, bd. 41) xii, 234 p.	Erna Brennecke (Nationality not established).	Enke, Stutigart, Germany (Nationality: German).	Owner.
Unknown.....	Schweisskonstruktionen; Grundlagen der Herstellung, der Berechnung und Gestaltung. Ausgefuhrte Konstruktionen.	Richard Hanchen (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.
Unknown.....	Rontgenstrahl-Interferenzen (Physik und Chemie und ihre Anwendungen in Einzeldarstellungen, bd. 6).	Max T. F. von Laue (Nationality not established).	Akad. Verlagsges, Leipzig, Germany (Nationality: German).	Owner.
Unknown.....	Handbuch der biologischen Arbeitsmethoden. Abt. 3, Teil A1, Teil A2, Teil B.	Emil Abderhalden (Nationality not established).	Julius Springer, Berlin, Germany (Nationality: German).	Owner.

[F. R. Doc. 44–10630; Filed, July 18, 1944; 11:19 a. m.]

[Vesting Order 500A–71]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pur-

suant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on November 15, 1943.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
A for. 18525	Les livres, les enfants et les hommes, 1932.	Paul Hazard of France (exact address not established).	Ernest Flammarion of Paris, France (Nationality: French).	Author and owner.

[F. R. Doc. 44–10631; Filed, July 18, 1944; 11:20 a. m.]

[Vesting Order 500A–88]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on June 6, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
A for. 1878	Lehrbuch der Ballistik, vol. IV, Atlas für Tabellen, Diagramme und Photographische Momentaufnahmen. 1910.	Carl Julius Cranz of Germany (Nationality: German).	B. G. Teubner, Leipzig, Germany (Nationality: German).	Author and owner.
A for. 29172	Der Sprach-Brockhaus; Deutsches Bildwoerterbuch fuer jedermann. 1935.	F. A. Brockhaus, editor of Germany (Nationality: German).	F. A. Brockhaus, Querstrasse 16, Leipzig C1, Germany (Nationality: German).	Owner.

[F. R. Doc. 44–10632; Filed, July 18, 1944; 11:20 a. m.]

[Vesting Order 500A–89]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on June 6, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
A for. 12374	Babylonisch-assyrische grammatik mit ubungsbuch (in transkription) 2 durchgesehene aufl., 1925.	Arthur Ungnad of Germany (Nationality: German).	C. H. Beck'sche, verlagsbuchhandlung (Oscar Beck), Wilhelmstr 9, Munchen, Germany (Nationality: German).	Author and owner.
Unknown	Gmelins Handbuch Der Anorganischen Chemie, Achte Auflage System 55. Uran und Isotope. 1936.	Leopold Gmelin of Germany (Nationality: German).	Verlag Chemie, G. m. b. H., Berlin, Germany (Nationality: German).	Author and owner.

[F. R. Doc. 44–10633; Filed, July 18, 1944; 11:20 a. m.]

[Vesting Order 500A–90]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works cov-

ered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

(b) Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on June 8, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
Unknown	Meine Lebensrinnerungen, 1933	Carl Duisberg (Nationality not established).	Philipp Reclam, Jr., Publishers, Leipzig, Germany (Nationality: German).	Owner.

[F. R. Doc. 44–10634; Filed, July 18, 1944; 11:20 a. m.]

[Vesting Order 500A–91]

COPYRIGHTS OF CERTAIN FOREIGN NATIONALS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that each and all of the identified persons to whom reference is made in Column 5 of Exhibit A attached hereto and made a part hereof (the names of which persons are listed (a) in Column 3 of said Exhibit A as the authors of the works, the titles of which are listed in Column 2, and the copyright numbers, if any, of which are listed in Column 1, respectively, of said Exhibit A, and/or (b) in Column 4 of said Exhibit A as the owners of the copyrights, the numbers, if any, of which are listed in Column 1, and the titles of the works covered by which are listed in Column 2, respectively, of said Exhibit A, and/or (c) in Column 5 of said Exhibit A as others owning or claiming interests in such copyrights) are nationals of one or more foreign countries;

2. Determining, therefore, that the property described as follows: All right, title, interest and claim of whatsoever kind or nature, under the statutory and common law of the United States and of the several States thereof, of each and all of the identified persons to whom reference is made in Column 5 of said Exhibit A, and also of each and all other unidentified individuals who, as of the date of this order, are residents of, and of each and all other unidentified corporations, partnerships, associations or business organizations of any kind or nature which, as of the date of this order, are organized under the laws of, or have their principal places of business in, Germany, Italy, Japan, Bulgaria, Hungary, Rumania and/or any territory occupied by one or more of such six named countries, whether or not such unidentified persons are named elsewhere in this order or in said Exhibit A, in, to and under the following:

a. Each and all of the copyrights, if any, described in said Exhibit A;

b. Every copyright, claim of copyright and right to copyright in each and all of the works described in said Exhibit A and in every issue, edition, publication, republication, translation, arrangement, dramatization and revision thereof, in whole or in part, of whatsoever kind or nature, and of each and all other works designated by the titles therein set forth, whether or not filed with the Register of Copyrights or otherwise asserted, and whether or not specifically designated by copyright number;

c. Every license, agreement, privilege, power and right of whatsoever nature arising under or with respect to any or all of the foregoing;

d. All monies and amounts, and all right to receive monies and amounts, by way of royalty, share of profits or other emolument, accrued or to accrue, whether arising pursuant to law, contract or otherwise, with respect to any or all of the foregoing;

e. All rights of renewal, reversion or revesting, if any, in any or all of the foregoing;

f. All causes of action accrued or to accrue at law or in equity with respect to any or all of the foregoing, including but not limited to the right to sue for and recover all damages and profits and to ask and receive any and all remedies provided by common law or statute for the infringement of any copyright or the violation of any right or the breach of any obligation described in or affecting any or all of the foregoing;

is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of one or more foreign countries;

3. Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise; and

4. Deeming it necessary in the national interest;

hereby vests in the Alien Property Custodian the property hereinbefore described in subparagraph 2, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Executed at Washington, D. C., on June 14, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

EXHIBIT A

Column 1 Copyright numbers	Column 2 Titles of works	Column 3 Names and last known nationalities of authors	Column 4 Names and last known addresses of owners of copyrights	Column 5 Identified persons whose interests are being vested
A Foreign 5809	Der kleine Katechismus 1929	D. Martin Luthers mit Bildern von Rudolf Schafer, Herausgegeben von Gerhard Kropatscheck, by Gerhard Kropatscheck and Rudolf Schafer (Nationalities not established).	Stiftungsverlag, Potsdam, Germany (Nationality: German).	Owner.

[F. R. Doc. 44–10635; Filed, July 18, 1944; 11:21 a. m.]

OFFICE OF ECONOMIC STABILIZATION.

[Directive, July 17, 1944]

CANNED VEGETABLES, 1944

SUBSIDY PAYMENTS

The War Food Administrator having submitted certain information and recommendations to me on July 6, 1944, and the Price Administrator having submitted certain information and recommendations to me on July 15, 1944, with reference to a program for the payment of subsidies in 1944 on products processed from green peas, snap beans, sweet corn and tomatoes, I hereby find that:

1. The payment of the subsidy on canned green peas, snap beans, sweet corn, tomatoes, and tomato juice and on such other products of the four major vegetables as may later be included, will effectuate the purposes of the hold-the-line order, specifically, the policy established by Executive Orders 9250 and 9328;

2. The payment of the subsidy on completed sales of the specified canned products will greatly facilitate the administration of the subsidy program;

3. Under Maximum Price Regulation 306, which continues in effect, canners cannot comply with increases over 1943 support prices established by the 1944 grower support program without provision for a correspondingly higher subsidy;

4. The agreed pricing method for the 1944 pack of canned fruits and vegetables will be fulfilled.

The Office of Price Administration is hereby authorized and directed:

1. To establish civilian maximum prices for canned green peas, snap beans, sweet corn, tomatoes, and tomato juice which will reflect approximately the average of prices established for such products in 1943;

2. To establish for the four major vegetables which were in part handled by subsidy in 1943, such as tomato puree, catsup, paste and mixed vegetables, civilian maximum prices for those products at a level reflecting increases in raw material and other costs pursuant to your directive of April 6, 1944;

3. To determine and furnish to the War Food Administration, as soon as calculations have been completed, the amount of subsidy necessary to maintain the 1943 level of prices;

4. To calculate this subsidy by computing the difference between the 1943 average price for civilian sales and the mid-point of the 1944 range of gross maximum prices.

The War Food Administration is hereby authorized and directed:

1. To absorb by the use of Commodity Credit Corporation funds the differential from the 1944 gross maximum price established by the Office of Price Administration for civilian sales of the five products named above;

2. To subsidize these five products, until the effective date of the new regulation for the 1944 pack of canned fruits and vegetables, by absorbing the increased cost of the raw material of the four major vegetables;

3. To subsidize canned tomato soup and canned green pea soup by continuing to absorb the increase by area between the average prices paid in 1942 and the 1944 grower support prices for processing for tomatoes and green peas used in producing these soups.

Dated this 18th day of July 1944.

FRED M. VINSON,
Economic Stabilization Director.

[F. R. Doc. 44–10691; Filed, July 18, 1944; 3:11 p. m.]

OFFICE OF PRICE ADMINISTRATION.

[MPR 188, Amdt. 44 to Order A–1]

VITRIFIED CLAY SEWER PIPE AND ALLIED PRODUCTS

ADJUSTMENT OF MAXIMUM PRICES

Amendment No. 44 to Order No. A–1 under § 1499.159b of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel.

An opinion accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

Paragraph (a) (33) is added to Order No. A–1 to read as follows:

(33) *Modification of maximum prices for extra strength vitrified clay sewer pipe and allied products produced in the States of Iowa, Minnesota, North Dakota, South Dakota and Western Wisconsin.* (i) On and after July 24, 1944, any manufacturer located within the States of Iowa, Minnesota, North Dakota, South Dakota and Western Wisconsin, as defined below, who produces extra strength vitrified clay sewer pipe, as defined below, and allied products, may increase his maximum f. o. b. factory prices established for such products by Maximum Price Regulation No. 188 by an amount not in excess of 11.4 percent per short ton.

(ii) The maximum prices fixed herein shall be subject to at least the same extension of cash, quantity and other discounts and allowances as the seller extended or rendered on comparable sales to purchasers of the same class during the month of March 1942.

(iii) On and after July 24, 1944, any person purchasing extra strength vitrified clay sewer pipe and allied products for the purpose of resale may increase

his established f. o. b. warehouse or delivered price by an amount not in excess of the actual dollars-and-cents increased cost to him resulting from the increase permitted under subdivision (i).

(iv) *Definitions.* When used in this amendment the term:

(*a*) "Western Wisconsin" means Zones 3 and 4, in that state, defined in Revised Maximum Price Regulation No. 206 (Vitrified Clay Sewer Pipe and Allied Products) as follows:

Wisconsin, Zone No. 3: West of a line drawn north and south along the eastern boundaries of the counties of Lafayette, Iowa, Richland, Vernon, Monroe, Jackson, Clark and Taylor and south of a line drawn east and west along the northern boundary of Taylor, Chippewa, Dunn, and St. Croix counties.

Wisconsin, Zone No. 4: West of a line drawn north and south along the eastern boundaries of Price and Ashland Counties, and north of a line drawn east and west along the northern boundary of Taylor, Chippewa, Dunn, and St. Croix Counties, excluding the city of Superior.

(*b*) "Extra strength vitrified clay sewer pipe" means a vitrified clay sewer pipe complying with the specifications set forth in War Production Board Order L–316, as amended. Prior to the issuance of Order L–316 a similar product was known to the trade as triple strength pipe.

This Amendment No. 44 shall become effective July 24, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 18th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10646; Filed, July 18, 1944; 11:31 a. m.]

[RMPR 506, Order 40]

WILKES BARRE CAP MFG. CO., ET AL.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 40 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Wilkes Barre Cap Manufacturing Company and other sellers. Docket No. N6657–506–3–7.

For the reasons set forth in an opinion issued simultaneously herewith; *It is ordered:*

(a) On and after July 18, 1944, the Wilkes Barre Cap Manufacturing Company, Wilkes Barre, Pennsylvania, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove number enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase this number from the Wilkes Barre Cap Manufacturing Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Col. A Manufacturer's prices		Col. B
		Group I ceiling	Group II ceiling	Wholesalers' prices
680	Men's 16 ounce quilted double thickness nap out palm, 8 ounce single thickness white flannel back, knit wrist.	$2.12½	$2.32½	$2.55

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 586. In addition to these requirements, the Wilkes Barre Cap Manufacturing Company, on all deliveries of the style number listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this Order.

(d) The Wilkes Barre Cap Manufacturing Company must furnish each of its customers, who, on or after July 18, 1944, purchases the style number listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Wilkes Barre Cap Manufacturing Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 40 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove number enumerated in the table below, manufactured by the Wilkes Barre Cap Manufacturing Company.

OPA has ruled that the Wilkes Barre Cap Manufacturing Company may sell this number at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of this number at or below the prices listed in Column B. Retailers will determine their ceiling prices on this number in accordance with section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices		Column B
	Group I ceiling	Group II ceiling	Wholesalers' prices
680S	$2.12½	$2.32½	$2.55

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 40 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 18, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 18th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10644; Filed, July 18, 1944; 11:32 a. m.]

[RMPR 506, Order 41]

RIEGEL TEXTILE CORP., ET AL.

APPROVAL OF MAXIMUM PRICES

Order No. 41 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Riegel Textile Corporation and other sellers. Docket No. N6657–506–63–7.

For the reasons set forth in an opinion issued simultaneously herewith; *It is ordered:*

(a) On and after July 18, 1944, the Riegel Textile Corporation, 342 Madison Avenue, New York 17, New York, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Riegel Textile Corporation may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Col. A Manufacturer's prices		Col. B
		Group I ceiling	Group II ceiling	Wholesalers' prices
9019	Men's quilted 15 ounce double thickness flannel palm 8 ounce single thickness white back, turtle neck, 4½" double (2 ply thickness) gauntlet.	$2.80	$3.07½	$3.37½
87L	Men's extra large, quilted 15 ounce double thickness flannel throughout "nap out" "chore" mitten, knit wrist.	2.20	2.40	2.65
344	Small women's 10½ ounce single thickness cut presser fancy jersey, knit wrist.	1.90	2.05	2.30
31B	Women's 7 ounce single thickness plain jersey, knit wrist.	1.32½	1.45	1.60
877	Mens clute cut split leather palm, ¾ or less leather thumb, leather fingertips, 8 ounce canton flannel back, 8ounce or heavier palm lining 2½" single ply safety cuff.	3.75	4.10	4.52½
977	Mens clute cut split leather palm, ¾ or less leather thumb, leather fingertips, 8 ounce canton flannel back, 5 ounce or heavier palm lining, 4" single ply gauntlet.	3.85	4.20	4.65
5125	Mens quilted 13 ounce double thickness flannel nap out palm, 8 ounce single thickness striped back, knit wrist.	2.05	2.22½	2.47½
730B	Womens 8 ounce single thickness flannel two thumb "husking" mitten with 6 ounce thumb reenforcement.	1.65	1.80	2.00
87B	Womens 15 ounce double throughout flannel "chore" mitten, knit wrist.	2.10	2.30	2.52½
9–105	Mens clute cut shoulder split palms, ¾ leather thumb, 10½ ounce seal jersey back, 6 ounce or heavier palm lining, knit wrist.	3.75	4.07½	4.52½

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506.

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of Section 6 of RMPR 506. In addition to these requirements, the Riegel Textile Corporation on all deliveries of the style numbers listed in paragraph (a) made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Riegel Textile Corporation must furnish each of its customers, who, on or after July 18, 1944, purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Riegel Textile Corporation must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 41 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Riegel Textile Corporation.

OPA has ruled that the Riegel Textile Corporation may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices		Column B
	Group I ceiling	Group II ceiling	Wholesalers' prices
9019S	$2.80	$3.07½	$3.37½
87LS	2.20	2.40	2.65
344S	1.90	2.05	2.30
31BS	1.32½	1.45	1.60
877S	3.75	4.10	4.52½
977S	3.85	4.20	4.65
5125S	2.05	2.22½	2.47½
730BS	1.65	1.80	2.00
87BS	2.10	2.30	2.52½
9–105S	3.75	4.07½	4.52½

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 41 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 18, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 18th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10645; Filed, July 18, 1944; 11:32 a. m.]

[RMPR 506, Order 38]

STOTT AND SON CORP., ET AL.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 38 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Stott & Son Corporation and other sellers. Docket No. N6657–506–67–7.

For the reasons set forth in an opinion issued simultaneously herewith; *It is ordered:*

(a) On and after July 18, 1944, the Stott & Son Corporation, Winona, Minnesota, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove number enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase the number from the Stott & Son Corporation may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A Manufacturer's prices		Column B
		Group I ceiling	Group II ceiling	Wholesalers' prices
	Mens two-thumb 12-ounce white nap out single thickness canton flannel welt seam mitten 8-ounce thumb reenforcement, knit wrist.	$2.20	$2.40	$2.65

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Stott & Son Corporation must furnish each of its customers, who, on or after September 15, 1944, purchases the style number listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Stott & Son Corporation must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This invoice is sent to you as required by Order No. 38 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove number enumerated in the table below, manufactured by the Stott & Sons Corporation.

OPA has ruled that the Stott & Sons Corporation may sell this number at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries

which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of this number at or below the price listed in Column B. Retailers will determine their ceiling prices on this number in accordance with section 2 of RMPR 506.

Style No.	Glove description	Column A Manufacturer's prices		Column B
		Group I ceiling	Group II ceiling	Wholesalers' prices
	Men's two-thumb 12-ounce white nap out single thickness canton flannel welt seam mitten with 8-ounce thumb reinforcement, knit wrist	$2.20	$2.40	$2.65

(c) This Order No. 38 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 18, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong. E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 18th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10700; Filed, July 18, 1944; 4:47 p. m.]

[RMPR 506, Order 39]

SPARTAN GLOVE CO., ET AL.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 39 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Spartan Glove Company and other sellers. Docket No. N6657–506–65–7.

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

(a) On and after July 18, 1944, the Spartan Glove Company, 440 Maryland Avenue, Dayton, Ohio, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Spartan Glove Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A Manufacturer's prices		Column B
		Group I ceiling	Group II ceiling	Wholesalers' prices
9171..	Men's gunn cut heavy side split leather palm, full leather thumb and forefinger, leather finger tips, leather pull, 8 ounce flannel back, 6 ounce or heavier palm lining, 2½" waterproofed (23 ounce per square yard or heavier material) safety cuff.	$6.75	$7.40	$8.12½
9771..	Men's gunn cut heavy side split leather palm, full leather thumb, and forefinger, leather fingertips, leather pull, 8 ounce flannel back, 6 ounce or heavier palm lining, 5" waterproofed (23 ounce per square yard or heavier material) gauntlet cuff.	7.25	7.90	8.75

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Spartan Glove Company, on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 5, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Spartan Glove Company must furnish each of its customers, who, on or after June 5, 1944 purchased or purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Spartan Glove Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 39 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Spartan Glove Company.

OPA has ruled that the Spartan Glove Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices		Column B
	Group I ceiling	Group II ceiling	Wholesalers' prices
9171–S	$6.75	$7.40	$8.12½
9771–S	7.25	7.90	8.75

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 39 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

(f) On all deliveries of the work glove numbers listed in paragraph (a) since June 6, 1944 pursuant to OPA adjustable pricing authorizations, The Spartan Glove Company must refund to its customers any monies collected in excess of the ceiling prices authorized in this order. Within thirty days from the effective date of this order, the Spartan Glove Company shall send to OPA, Washington 25, D. C., a notification of the steps it has taken to comply with the provisions of this paragraph (f) of this order.

This order shall become effective July 18, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 18th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10701; Filed, July 18, 1944; 4:47 p. m.]

[RMPR 506, Order 42]

INDIANAPOLIS GLOVE CO., ET AL.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 42 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Indianapolis Glove Company and other sellers. Docket No. N6657–506–70–7.

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

(a) On and after July 18, 1944, the Indianapolis Glove Company, Indianapolis, Indiana, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Indianapolis Glove Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A Manufacturer's prices		Column B
		Group I ceiling	Group II ceiling	Wholesalers' prices
61A..	Children's single thickness 10 ounce cut presser fancy jersey. Ages up to 5, knit wrist.	$1.45	$1.57½	$1.75
62A..	Children's single thickness 10 ounce cut presser fancy jersey. Ages 5 to 10, knit wrist.	1.47½	1.60	1.77½
63A..	Children's single thickness 10 ounce cut presser fancy jersey. Ages 10 to 15, knit wrist.	1.50	1.62½	1.80

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Indianapolis Glove Company, on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Indianapolis Glove Company must furnish each of its customers, who, on or after July 18, 1944, purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Indianapolis Glove Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 42 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Indianapolis Glove Company.

OPA has ruled that the Indianapolis Glove Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices		Column B
	Group I ceiling	Group II ceiling	Wholesalers' prices
61A–S	$1.45	$1.57½	$1.75
62A–S	1.47½	1.60	1.77½
63A–S	1.50	1.62½	1.80

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 42 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 18, 1944.

(56 Stat. 23, 765; 57 Stat. 566, Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 18th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10702; Filed, July 18, 1944; 4:46 p. m.]

[RMPR 506, Order 43]

TENNESSEE GLOVE CO., ET AL.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 43 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Tennessee Glove Company and other sellers. Docket No. N6657–506–23–7.

For the reasons set forth in an opinion issued simultaneously herewith; *It is ordered:*

(a) On and after July 18, 1944, the Tennessee Glove Company, Tullahoma, Tennessee, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Tennessee Glove Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A Manufacturer's prices		Column B
		Group I ceiling	Group II ceiling	Wholesalers' prices
2445L, Big Shot-NBO.	Men's gunn cut shoulder split leather palm, full leather thumb, leather fingertips, leather knuckle strap, leather pull; 8 ounce flannel back, 6 ounce or heavier lining, 2½" water-proof safety cuff.	$5.85	$6.35	$7.05
2440L, Big Shot	Men's gunn cut shoulder split leather palm, full leather thumb, leather fingertips, leather knuckle strap, leather pull; 8 ounce flannel back, 6 ounce or heavier lining, 4½" waterproof gauntlet.	6.30	6.85	7.60

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Tennessee Glove Company, on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Tennessee Glove Company must furnish each of its customers, who, on or after February 28, 1944, purchased or purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Tennessee Glove Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 43 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Tennessee Glove Company.

OPA has ruled that the Tennessee Glove Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries

which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices		Column B
	Group I ceiling	Group II ceiling	Wholesalers' prices
2445L–S, Big Shot–NBO–S	$5.85	$6.35	$7.05
2440L–S, Big Shot–S	6.30	6.85	7.60

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 43 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

(f) On all deliveries of the work glove numbers listed in paragraph (a) since February 28, 1944 pursuant to OPA adjustable pricing authorizations, the Tennessee Glove Company must refund to its customers any monies collected in excess of the ceiling prices authorized in this Order. Within thirty days from the effective date of this order, the Tennessee Glove Company shall send to OPA, Washington, D. C., a notification of the steps it has taken to comply with the provisions of this paragraph (f) of this order.

This order shall become effective July 18 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 18th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10703; Filed July 18, 1944, 4:46 p. m.]

[MPR 188, Order 19 Under 2d Rev. Order A–3]

KUND CABINET CO.

ADJUSTMENT OF MAXIMUM PRICES

Correction

In F.R. Doc. 44–10621, appearing on page 8158 of the issue for Wednesday, July 19, 1944, the captions should read as set forth above.

Regional and District Office Orders.

LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register on July 15, 1944.

REGION I

Concord Order 3–F, Amendment 1, covering fresh fruits and vegetables in certain areas in New Hampshire, filed 3:17 p. m.

Connecticut Order 1–W, Amendment 1, covering dry groceries in the Connecticut District Area, filed 2:03 p. m.

Connecticut Order 7, Amendment 2, covering community food prices in certain areas in Connecticut, filed 2:03 p. m.

Vermont Order 13, Amendment 1, covering community food prices in designated counties, villages and towns in Vermont, filed 3:18 p. m.

Vermont Order 14, Amendment 1, covering community food prices in designated counties, villages and towns in Vermont, filed 3:18 p. m.

REGION II

Albany Order 1–F, Amendment 15, covering fresh fruits and vegetables in certain cities in the Albany District, filed 1:49 p. m.

District of Columbia Order 1–F, Amendment 16, covering fresh fruits and vegetables in certain designated areas, filed 1:48 p. m.

Maryland Order 4–W, covering dry groceries for the Baltimore, Maryland Area, filed 3:08 p. m.

Pittsburgh Order 1–F, Amendment 14, covering fresh fruits and vegetables in Pittsburgh and certain surrounding communities, filed 1:51 p. m.

Philadelphia Order 1–F, Amendment 14, covering fresh fruits and vegetables in the City and County of Philadelphia, filed 1:48 p. m.

Trenton Order 1–F, Amendment 13, covering fresh fruits and vegetables in Mercer, Middlesex and Monmouth, filed 3:07 p. m.

Trenton Order 2–F, Amendment 10, covering fresh fruits and vegetables in Mercer, Middlesex and Monmouth, filed 3:07 p. m.

Trenton Order 13, Amendment 2, covering community food prices in Mercer, Hunterdon and Ocean Counties, N. J., filed 1:47 p. m.

Trenton Order 3–F, Amendment 9, covering fresh fruits and vegetables in Mercer, Middlesex and Monmouth, filed 3:06 p. m.

Trenton Order 14, Amendment 2, covering community food prices in named areas in New Jersey, filed 1:48 p. m.

Wilmington Order 2–F, Amendment 13, covering community fresh fruit and vegetables in Area including and north of New Castle and Newark to the Delaware State Line, filed 1:51 p. m.

REGION III

Cincinnati Order 2–F, Amendment 32, covering fresh fruits and vegetables in Butler, Clark, Montgomery and Scioto in Ohio, filed 1:47 p. m.

Detroit Order 1–W, Amendment 1, covering dry groceries in designated counties in Michigan, filed 1:53 p. m.

Louisville Order 1–F, Amendment 1, covering fresh fruits and vegetables in Jefferson County, Ky., and Clark and Floyd Counties, Ind., filed 3:19 p. m.

Louisville Order 2–F, Amendment 1, covering fresh fruits and vegetables in McCracken County, Ky., filed 3:18 p. m.

Louisville Order 3–F, Amendment 1, covering fresh fruits and vegetables in Daviess and Henderson Counties, Ky., filed 3:18 p. m.

Charleston Order 6–W, covering dry groceries in certain counties in West Virginia, filed 3:21 p. m.

Charleston Order 8–W, covering dry groceries in certain counties in West Virginia, filed 3:21 p. m.

Saginaw Order 2–F, Amendment 25, covering fresh fruits and vegetables in designated counties in Mich., filed 3:17 p. m.

Saginaw Order 2–F, Amendment 24, covering fresh fruits and vegetables in designated counties in Michigan, filed 3:16 p. m.

REGION IV

Savannah Order 1–F, Amendment 43, covering fresh fruits and vegetables in Chatham Bryan, Liberty & Effingham Counties, filed 2:04 p. m.

Savannah Order 2–F, Amendment 38, covering fresh fruits and vegetables in designated counties in Georgia, filed 2:04 p. m.

Savannah Order 3–F, Amendment 36, covering fresh fruits and vegetables in designated counties in Georgia, filed 2:05 p. m.

Savannah Order 4–F, Amendment 35, covering fresh fruits and vegetables in designated counties in Georgia, filed 2:05 p. m.

Savannah Order 5–F, Amendment 16, covering fresh fruits and vegetables in designated counties in Georgia, filed 2:05 p. m.

Savannah Order 6–F, Amendment 3, covering fresh fruits and vegetables in designated counties in Georgia, filed 2:06 p. m.

REGION V

Fort Worth Order 1–F, Amendment 25, covering fresh fruits and vegetables in Tarrant Co., Tex., filed 3:02 p. m.

Fort Worth Order 2–F, Amendment 25, covering fresh fruits and vegetables in Green Co., Tex., filed 3:03 p. m.

Fort Worth Order 3–F, Amendment 25, covering fresh fruits and vegetables in Taylor Co., Tex., filed 3:04 p. m.

Fort Worth Order 4–F, Amendment 25, covering fresh fruits and vegetables in McLennan Co., Tex., filed 3:04 p. m.

Fort Worth Order 5–F, Amendment 25, covering fresh fruits and vegetables in Wichita Co., Tex., filed 3:05 p. m.

Fort Worth Order 6–F, Amendment 6, covering fresh fruits and vegetables in certain counties in Tex., filed 3:05 p.m.

St. Louis Order 3–F, Amendment 10, covering fresh fruits and vegetables in the City and The County of St. Louis, Mo., filed 3:01 p. m.

REGION VI

Des Moines Order 1–F, Amendment 24, covering fresh fruits and vegetables in certain areas in the Des Moines District, filed 3:06 p. m.

Des Moines Order 1–F, Amendment 24–A, covering fresh fruits and vegetables in the Des Moines District Area, filed 3:06 p. m.

Sioux City Order 3–F, Amendment 7, covering fresh fruits and vegetables in certain areas in Iowa, South Dakota and Nebraska, filed 3:12 p. m.

Sioux City Order 4–F, Amendment 7, covering fresh fruits and vegetables in certain counties in Nebraska, filed 3:12 p. m.

REGION VIII

San Diego Order 1–F, Amendment 50, covering fresh fruits and vegetables in the San Diego Area, filed 1:49 p. m.

Sacramento Order 1–F, Amendment 11, covering fresh fruits and vegetables in the Sacramento–Stockton Area, filed 3:14 p. m.

Sacramento Order 6–F, Amendment 9, covering fresh fruits and vegetables in the Sacramento District Central County Area, filed 3:13 p. m.

Sacramento Order 7–F, Amendment 9, covering fresh fruits and vegetables in the Sacramento District Northern County Area, filed 3:13 p. m.

Nevada Order 16, covering dry groceries and certain perishables in Reno and Sparks, Nev., filed 1:53 p. m.

Nevada Order 17, covering dry groceries and certain perishables in named communities in Nevada, filed 3:15 p. m.

Nevada Order 19, covering dry groceries and certain perishables in named communities in Nevada, filed 3:14 p. m.

Seattle Order 50, covering community food prices in the Seattle Area, filed 1:56 p. m.

Seattle Order 51, covering community food prices in the Tacoma Area, filed 1:56 p. m.

Seattle Order 52, covering community food prices in the Everett Area, filed 1:57 p. m.

Seattle Order 53, covering community food prices in the Bremerton Area, filed 1:58 p. m.

Seattle Order 54, covering community food prices in the Bellingham Area, filed 1:59 p. m.

Seattle Order 55, covering community food prices in the Olympia Area, filed 2:00 p. m.

Seattle Order 56, covering community food prices in the Aberdeen–Hoquiam Area filed 2:00 p. m.

Seattle Order 57, covering community food prices in the Centralia–Chehalis Area, filed 2:01 p. m.

Seattle Order 58, covering community food prices in the Wenatchee Area, filed 2:01 p. m.

Seattle Order 59, covering community food prices in the Yakima Area, filed 2:02 p. m.

Copies of any of these orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 44–10620; Filed, July 17, 1944; 4:54 p. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File Nos. 70–895 and 70–377]

GRANVILLE ELECTRIC CO., ET AL.

ORDER GRANTING APPLICATIONS, PERMITTING DECLARATIONS TO BECOME EFFECTIVE, AND MODIFYING PREVIOUS ORDER

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 17th day of July 1944.

In the matter of Granville Electric Company, and NY PA NJ Utilities Company, File No. 70–895.

In the matter of NY PA NJ Utilities Company and Associated Power Corporation, File No. 70–377.

NY PA NJ Utilities Company, a registered holding company, and its wholly-owned subsidiary, Granville Electric Company, having filed a joint application-declaration, and two amendments thereto, pursuant to the Public Utility Holding Company Act of 1935, particularly Sections 9, 10, and 12 thereof, and Rules U-43 and U-45 promulgated thereunder, regarding:

1. The transfer to NY PA NJ Utilities Company by Granville Electric Company, presently an inactive company, of all of its assets, consisting, as at April 30, 1944, of $30,392.96 in cash (after adjustment for taxes due) and 20 shares of the common stock of Atlantic Utility Service Corporation carried on the books of Granville Electric Company at an aggregate amount of $265, in discharge of the presently outstanding open account indebtedness of Granville Electric Company to NY PA NJ Utilities Company of $36,456.87, as at April 30, 1944;

2. The contribution by NY PA NJ Utilities Company to Granville Electric Company of all of the latter company's common stock (the only security of Granville Electric Company outstanding) whereupon such common stock is to be cancelled and Granville Electric Company dissolved; and

3. The assumption by NY PA NJ Utilities Company of all contingent liabilities of Granville Electric Company at the date of the dissolution of Granville Electric Company.

Said application-declaration having been filed on May 10, 1944, amendments thereto having been filed on June 7, 1944 and July 12, 1944, and notice of said filing having been duly given in the form and manner prescribed by Rule U-23 promulgated pursuant to said Act, and the Commission not having received a request for a hearing with respect to said filing within the period specified in said notice, or otherwise, and not having ordered a hearing thereon;

The Commission having previously, in its order dated August 30, 1941, In the Matter of NY PA NJ Utilities Company, et al. (File No. 70–377), among other things, imposed a condition to the effect "* * * that Granville Electric Company shall not make any payments on account of its open account indebtedness of $36,456.87 to NY PA NJ Utilities Company, and NY PA NJ Utilities Company shall not receive any amounts in payment thereof, except on further order of this Commission.";

It appearing to the Commission that the circumstances necessitating the imposition of the above described condition no longer prevail, and the Commission finding that the proposed transactions satisfy the requirements of sections 10 (c) (2) and 10 (f) of the act and that there is no basis for adverse findings under sections 10 (b), 10 (c) (1) and 12 of the act and rules U-43 and U-45 thereunder:

It is hereby ordered, That the Commission's order dated August 30, 1941, the pertinent portion of which is above set forth, be, and the same hereby is, modified so as to permit the consummation of the proposed transactions;

It is further ordered, That said application-declaration, as amended, be, and hereby is, granted and permitted to become effective forthwith, subject to the terms and conditions contained in Rule U-24.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 44–10732; Filed, July 19, 1944; 11:23 a. m.]

[File Nos. 54–57 and 59–57]

AMERICAN UTILITIES SERVICE CORP., ET AL.

ORDER GRANTING EXTENSION OF TIME FOR FILING OF AMENDMENT

At a regular session of the Securities and Exchange Commission held at its office in the City of Philadelphia, Pa., on the 17th day of July 1944.

In the matter of American Utilities Service Corporation. File No. 54–57. American Utilities Service Corporation and its subsidiary companies, respondents. File No. 59–57.

The Commission having, on June 21, 1944, issued its findings and opinion herein with respect to proceedings involving the plan of recapitalization filed by American Utilities Service Corporation, a registered holding company, and the cross proceedings instituted by the Commission with respect to such company and its subsidiaries under sections 11 (b) (1), 11 (b) (2), 15 (f) and 20 (a) of the Public Utility Holding Company Act of 1935; and

The Commission having also, on June 21, 1944, entered its order with regard to the cross proceedings under sections 11 (b) (1) and 11 (b) (2) of the act; and

The Commission having deferred entering an order with respect to said plan of recapitalization for a period of 30 days in order to allow time for the filing of an appropriate amendment by American Utilities Service Corporation; and

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[File No. 1–2177]

SHAWMUT ASSOCIATION

AMENDMENT TO ORDER GRANTING APPLICATION AND IMPOSING TERMS

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 18th day of July, A. D. 1944.

In the matter of Shawmut Association common shares, no par value; File No. 1–2177.

The Commission having on May 12, 1944, entered an order granting the application of Shawmut Association to withdraw the above security from listing and registration on the Boston Stock Exchange;

Said withdrawal having been made effective ten days after the date when the applicant shall have filed with the Commission a certificate showing, inter alia, that within 120 days from the date of the Commission's order a majority of the holders of record of the applicant's outstanding stock and the holders of record of a majority of the shares of such stock have consented either by vote (in person or by proxy) at a meeting or in writing without a meeting, to the withdrawal of such stock from listing and registration;

Shawmut Association now having filed in the United States Circuit Court of Appeals for the First Circuit a petition for review of said order, and having filed with the Commission a motion for modification of said order so as to provide that the time for the filing of the foregoing certification shall expire 120 days from the entry of the final order of said Court upon said petition for review instead of expiring 120 days from the date of the order under review; and

The Commission having considered the matter and being duly informed in the premises;

It is ordered, That the order of the Commission entered May 12, 1944 be and it hereby is amended to provide that the time for the filing of the foregoing certification shall expire 120 days from the entry of the final order of the Court upon the petition for review of said order of the Commission.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 44–10715; Filed, July 19, 1944; 11:24 a. m.]

JUL 24 '44

American Utilities Service Corporation having subsequently requested that the time within which an amendment to its plan of recapitalization may be filed be extended to September 5, 1944; and

The Commission having considered such request and deeming it appropriate that it be granted:

It is hereby ordered, That the time within which an amendment to the plan of recapitalization may be filed by American Utilities Service Corporation be and hereby is extended to September 5, 1944;

It is further ordered, That nothing herein contained shall modify or affect any provision of the Commission's order herein of June 21, 1944.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-10731; Filed, July 19, 1944; 11:24 a. m.]

JUL 24 '44

FEDERAL REGISTER

VOLUME 9 NUMBER 145

Washington, Friday, July 21, 1944

Regulations

TITLE 7—AGRICULTURE

Chapter XI—War Food Administration (Distribution Orders)

[WFO 79-73, Amdt. 6]

PART 1401—DAIRY PRODUCTS

FLUID MILK AND CREAM IN SAN DIEGO, CALIF., METROPOLITAN SALES AREA

Pursuant to War Food Order No. 79 (8 F.R. 12426, 9 F.R. 4321, 4319), dated September 7, 1943, as amended, and to effectuate the purposes thereof, War Food Order No. 79-73 (8 F.R. 14367, 9 F.R. 4321, 4319), as amended, relative to the conservation and distribution of fluid milk, milk byproducts, and cream in the San Diego, California, metropolitan milk sales area, is hereby further amended by deleting therefrom the provisions in § 1401.85 (e) (3) and inserting, in lieu thereof, the following:

(3) Multiply the aforesaid resulting amount by the following applicable percentage: (i) Milk: 107 percent; (ii) butterfat in milk: 107 percent; (iii) cream: 80 percent; (iv) butterfat in cream: 80 percent; (v) milk byproducts other than cottage, pot, or baker's cheese: 80 percent; and (vi) cottage, pot, or baker's cheese, 80 percent of skim milk equivalent. (For the purpose of this order, one pound of cottage, pot, or baker's cheese shall be considered as the equivalent of 7 pounds of skim milk.)

The provisions of this amendment shall become effective at 12:01 a. m., e. w. t., August 1, 1944. With respect to violations of said War Food Order No. 79-73, as amended, rights accrued, or liabilities incurred thereunder, prior to the effective time of this amendment, said War Food Order No. 79-73, as amended, shall continue in full force and effect for the purpose of sustaining any suit, action, or other proceeding with respect to any such violation, right, or liability.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 79, 8 F.R. 12426, 13283, 9 F.R. 4321, 4319)

Issued this 19th day of July 1944.

LEE MARSHALL, *Director of Distribution.*

[F. R. Doc. 44-10768; Filed, July 19, 1944; 3:18 p. m.]

[WFO 79-76, Amdt. 2]

PART 1401—DAIRY PRODUCTS

FLUID MILK AND CREAM IN SAN FRANCISCO, CALIF., METROPOLITAN SALES AREA

Pursuant to War Food Order No. 79 (8 F.R. 12426, 9 F.R. 4321, 4319), dated September 7, 1943, as amended, and to effectuate the purposes thereof, War Food Order No. 79-76 (8 F.R. 14371, 9 F.R. 4321, 4319), as amended, relative to the conservation and distribution of fluid milk, milk byproducts, and cream in the San Francisco, California, metropolitan milk sales area, is hereby further amended by deleting therefrom the provisions in § 1401.83 (e) (3) and inserting, in lieu thereof, the following:

(3) Multiply the aforesaid resulting amount by the following applicable percentage: (i) Milk: 105 percent; (ii) butterfat in milk: 105 percent; (iii) cream: 79 percent; (iv) butterfat in cream: 79 percent; (v) milk byproducts other than cottage, pot, or baker's cheese: 79 percent; and (vi) cottage, pot, or baker's cheese, 79 percent of skim milk equivalent. (For the purpose of this order, one pound of cottage, pot, or baker's cheese shall be considered as the equivalent of 7 pounds of skim milk.)

The provisions of this amendment shall become effective at 12:01 a. m., e. w. t., August 1, 1944. With respect to violations of said War Food Order No. 79-76, as amended, rights accrued, or liabilities incurred thereunder, prior to the effective time of this amendment, said War Food Order No. 79-76, as amended, shall continue in full force and effect for the purpose of sustaining any suit, action, or other proceeding with respect to any such violation, right, or liability.

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FEDERAL REGISTER

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NOTICE

The Cumulative Supplement to the Code of Federal Regulations, covering the period from June 2, 1938, through June 1, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at $3.00 per unit. The following are now available:

Book 1: Titles 1–3 (Presidential documents) with tables and index.
Book 2: Titles 4–9, with index.
Book 3: Titles 10–17, with index.
Book 4: Titles 18–25, with index.
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Issued this 19th day of July 1944.

LEE MARSHALL,
Director of Distribution.

[F. R. Doc. 44–10770; Filed, July 19, 1944; 3:18 p. m.]

[WFO 79–75, Amdt. 6]

PART 1401—DAIRY PRODUCTS

FLUID MILK AND CREAM IN LOS ANGELES, CALIF., METROPOLITAN SALES AREA

Pursuant to War Food Order No. 79 (8 F.R. 12426, 9 F.R. 4321, 4319), dated September 7, 1943, as amended, and to effectuate the purposes thereof, War Food Order No. 79–75 (8 F.R. 14370, 9 F.R. 4321, 4319), as amended, relative to the conservation and distribution of fluid milk, milk byproducts, and cream in the Los Angeles, California, metropolitan milk sales area, is hereby further amended by deleting therefrom the provisions in § 1401.87 (e) (3) and inserting, in lieu thereof, the following:

(3) Multiply the aforesaid resulting amount by the following applicable percentage: (i) Milk: 106 percent; (ii) butterfat in milk: 106 percent; (iii) cream: 79.5 percent; (iv) butterfat in cream: 79.5 percent; (v) milk byproducts other than cottage, pot, or baker's cheese: 79.5 percent; and (vi) cottage, pot, or baker's cheese, 79.5 percent of skim milk equivalent. (For the purpose of this order, one pound of cottage, pot, or baker's cheese shall be considered as the equivalent of 7 pounds of skim milk.)

The provisions of this amendment shall become effective at 12:01 a. m., e. w. t., August 1, 1944. With respect to violations of said War Food Order No. 79–75, as amended, rights accrued, or liabilities incurred thereunder, prior to the effective time of this amendment, said War Food Order No. 79–75, as amended, shall continue in full force and effect for the purpose of sustaining any suit, action, or other proceeding with respect to any such violation, right, or liability.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 79, 8 F.R. 12426, 13283, 9 F.R. 4321, 4319)

Issued this 19th day of July 1944.

LEE MARSHALL,
Director of Distribution.

[F. R. Doc. 44–10769; Filed, July 19, 1944; 3:18 p. m.]

[WFO 4–7]

PART 1450—TOBACCO

1944 CROP FLUE-CURED TOBACCO

Pursuant to the authority vested in the Director by War Food Order No. 4 (8 F.R. 335) issued on January 7, 1943, as amended, (8 F.R. 11331, 9 F.R. 4319, 4321) and to effectuate the purposes of such order, as amended, it is hereby ordered, as follows:

§ 1450.7 *Restrictions on 1944 crop flue-cured tobacco*—(a) *Definitions.* (1) "Flue-cured tobacco" means tobacco of Type 11, 12, 13, or 14, as defined in the Official Standard Grades for Flue-cured Tobacco, promulgated by the Secretary of Agriculture (7 CFR 29.151 et seq.), pursuant to the Tobacco Inspection Act (7 U.S.C. 1940 ed. 511 et seq.).

(2) "Manufacturer" means any person who processes tobacco into a product for consumer use which is subject to taxation under the Internal Revenue Code (26 U.S.C. 1940 ed. 2000–2040).

(3) "Dealer" means any person, other than a manufacturer, who buys tobacco for resale in redried condition and packed in containers.

(4) "Scrap" means any loose, tangled, untied, and unstemmed flue-cured tobacco salvaged as a by-product in harvesting, stripping, classing, and tying on the farm and consisting chiefly of barn and strip-house floor sweepings and very inferior quality leaves not sold at auction by growers of any loose, untied, and unstemmed flue-cured tobacco consisting entirely of floor sweepings, loose, and tangled leaves, or portions of leaves which accumulate from unavoidable dropping or breakage in the handling of flue-cured tobacco and which consist exclusively of such tobacco salvaged as a by-product of marketing.

(5) "Person" means any individual, partnership, association, business trust, corporation, or any organized group of persons, whether incorporated or not.

(6) "Director" means the Director of Distribution, War Food Administration.

(b) *Restrictions.* (1) No person shall purchase or otherwise acquire any 1944 crop flue-cured tobacco unless such tobacco is purchased or acquired pursuant to the provisions hereof.

(2) No manufacturer shall, directly or indirectly, purchase or otherwise acquire any 1944 crop flue-cured tobacco which will cause the total amount of such tobacco so acquired by him to exceed 74 per cent of the total number of pounds of flue-cured tobacco, inclusive of scrap, used by such person for manufacturing purposes during the period from July 1, 1943 to June 30, 1944, inclusive.

(3) No manufacturer shall purchase at auction a higher proportion of his total allocation of 1944 crop flue-cured tobacco than his total purchases of flue-cured tobacco from the crops of 1939, 1940, 1941, and 1942 at auction bore to his total purchases of flue-cured tobacco from such crops.

(4) No dealer shall purchase from producers or at auction for his own account a total quantity of 1944 crop flue-cured tobacco which is in excess of 100 percent of the amount which was originally allocated to such dealer pursuant to the provisions of War Food Order No. 4.3 (8 F.R. 11331; 9 F.R. 4321, 4319) issued by the Director on August 13, 1943, or the amount which he was entitled to have allocated to him pursuant to said War Food Order for such purchases from the 1943 crop of flue-cured tobacco.

(5) Any person other than a manufacturer or dealer may purchase 1944 crop flue-cured tobacco at auction for resale at auction in substantially the same form.

(6) A manufacturer or dealer may resell at auction flue-cured tobacco purchased at auction: *Provided*, That the aggregate amount of such resales may not exceed 2 percent of such purchases. The flue-cured tobacco resold at auction, within the aforesaid limitation, will not be charged to the allocation of the seller.

(7) Purchases of 1944 crop flue-cured scrap tobacco by a dealer shall not be charged against such dealer's allocation, but purchases of 1944 crop flue-cured scrap tobacco by a manufacturer shall be charged to such manufacturer's allocation.

(8) Any 1944 crop flue-cured tobacco purchased in conformity with an agreement to buy for a principal, either in the principal's name or for his account, shall be charged to the quota of the principal for whom such flue-cured tobacco was purchased.

(9) The poundage figures used in computing allocations pursuant hereto shall be reduced to an undried (green weight) basis. Flue-cured tobacco in the steam-dried condition and in unstemmed form shall be converted to the undried basis by multiplying the number of pounds by the factor 1.12. Flue-cured tobacco in the steam-dried condition and in stemmed form shall be converted to the undried basis by multiplying the number of pounds by the factor 1.44.

(10) The restrictions of this order shall be observed without regard to the rights of creditors, prior contracts, existing contracts, payments made, or deliveries of 1944 crop flue-cured tobacco made prior to the effective time hereof; and purchases or sales of 1944 crop flue-cured tobacco, made prior to the effective time hereof, shall be charged to the respective quotas in accordance with the provisions hereof, as if such sales were made after the effective time of this order.

(c) *Modification and amendment.* Any allocation made pursuant hereto may be modified, amended, or supplemented from time to time by notice or letter, issued by the Director, to any person to whom such allocation has been made.

(d) *Effective date.* This order shall become effective at 12:01 a. m., e. w. t., July 19, 1944.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 4, as amended, 8 F.R. 335, 11331, 9 F.R. 4321, 4319)

Issued this 18th day of July 1944.

LEE MARSHALL,
Director of Distribution.

[F. R. Doc. 44–10767; Filed, July 19, 1944; 3:18 p. m.]

TITLE 32—NATIONAL DEFENSE

Chapter IX—War Production Board

Subchapter B—Executive Vice-Chairman

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3696; Prl. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 1010—SUSPENSION ORDERS

[Suspension Order S–590]

ADLER BED SPRING CO.

Samuel Adler and Louis Adler are partners doing business as Adler Bed Spring Company at 75 Grand Avenue, Brooklyn, New York. In the fourth quarter of 1943, the Company produced approximately 1200 bed springs in excess of its quota under Limitation Order L–49; in so doing, the Company used a substantial amount of steel in excess of the amount allotted to it for the purpose of manufacturing its quota of bed springs. It also violated Limitation Order L–49, CMP Regulation #1, Priorities Regulation #1, and CMP Regulation #5 in the third and fourth quarters of 1943, in failing to keep records concerning inventories, production and sales, records of allotments and of procurement pursuant to allotments and records of expenses incurred for maintenance, repair and operating supplies as required by the respective order and regulations. It also violated CMP Regulation #1 in the third and fourth quarters of 1943, by placing authorized controlled materials orders in excess of allotments and in the fourth quarter of 1943 by failing to return unused allotments. These violations were committed through the gross and inexcusable negligence of the Company and as a result of these violations critical materials have been diverted from the war effort to uses not authorized by the War Production Board. In view of the foregoing, it is hereby ordered, that:

§ 1010.590 *Suspension Order No. S–590.* (a) The quota of Samuel Adler and Louis Adler, individually or doing business as Adler Bed Spring Company, or otherwise, their or either of their successors or assigns, as provided by Limitation Order L–49, shall be reduced by

25 per cent for the third quarter of 1944, unless otherwise authorized in writing by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve Samuel Adler and Louis Adler, individually or doing business as the Adler Bed Spring Company, or otherwise, their or either of their successors or assigns, from any restriction, prohibition, or provision contained in any order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(c) This order shall take effect on the date of issuance and shall expire on September 30, 1944.

Issued this 19th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10799; Filed, July 19, 1944; 4:07 p. m.]

Chapter XI—Office of Price Administration

PART 1499—COMMODITIES AND SERVICES

[MPR 188,[1] Incl. Amdts. 1-38]

MANUFACTURERS' MAXIMUM PRICES FOR SPECIFIED BUILDING MATERIALS AND CONSUMERS' GOODS OTHER THAN APPAREL

This compilation of Maximum Price Regulation 188 includes Amendment 38, effective July 24, 1944. The text amended by Amendment 38 is underscored.

The General Maximum Price Regulation[2] provides, in general, that commodities sold by a manufacturer shall be priced at the price of a same or similar article sold during March, 1942; and lacking the price of a same or similar article, at a price to be determined by the seller after specific authorization by the Office of Price Administration in advance of the offering of the commodity for sale.

In the case of a considerable list of building materials and consumers' goods at the manufacturers' level, so many new articles which are not "similar" to an already sold article within the meaning of the General Maximum Price Regulation are customarily offered for sale as unnecessarily to retard manufacturers in their pricing.

This Maximum Price Regulation No. 188, accordingly, sets forth for these manufacturers a different procedure than that used in the General Maximum Price Regulation, although the base date thereof is preserved. By eliminating pricing by the price of a similar article, it limits the number of articles which may be priced at the maximum price of another article. But in the pricing of most new articles the manufacturer may follow self-executing pricing methods which obviate advance resort to this office.

In the judgment of the Price Administrator, the maximum prices established by this regulation are necessary to check inflation and to effectuate the purposes of the Emergency Price Control Act of 1942, and to adjust the provisions of the General Maximum Price Regulation to the particular circumstances of manufacturers of certain building materials and consumers' goods.

The statement of considerations involved in the issuance of this Maximum Price Regulation No. 188 is issued simultaneously herewith and has been filed with the Division of the Federal Register.[3]

Therefore, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, and in accordance with Procedural Regulation No. 1,[4] issued by the Office of Price Administration, Maximum Price Regulation No. 188 is hereby issued:

Sec.

1499.151 Applicability of the General Maximum Price Regulation.
1499.152 Prohibition against dealing in certain articles of building materials and consumers' goods above maximum prices.
1499.153 Maximum prices for articles of building materials and consumers' goods finally priced before August 1, 1942.
1499.154 Maximum prices for articles of building materials and consumers' goods not finally priced before August 1, 1942.
1499.155 First pricing method—minor changes.
1499.156 Second pricing method: changes necessitated by shortages of materials or parts.
1499.157 Third pricing method: pricing by comparable articles.
1499.158 Fourth pricing method: specific authorization by the Office of Price Administration.
1499.159 Price differentials and economies effected by new or changed articles.
1499.159a Classification of purchasers in sales to the United States Government and Allied Governments.
1499.159b Modification of provisions of Maximum Price Regulation No. 188.
1499.160 Evasion.
1499.161 Applications for adjustment and petitions for amendment.
1499.162 Enforcement.
1499.162a Licensing.
1499.163 Definitions.
1499.164 Geographical applicability.
1499.165 Effective date.
1499.166 Appendix A: Articles covered by the regulation.
1499.167 Appendix B.

AUTHORITY: §§ 1499.151 to 1499.167, inclusive, issued under 56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681.

§ 1499.151 *Applicability of the General Maximum Price Regulation.* The provisions of §§ 1499.1 to 1499.3, inclusive, and § 1499.18, of the General Maximum Price Regulation shall not apply to sales or deliveries by manufacturers of certain building materials and of certain consumers' goods set forth in § 1499.166, Appendix A, of this Maximum Price Regulation No. 188. All other sections of the General Maximum Price Regulation, together with existing and subsequent amendments and supplementary regulations, shall apply to sales and deliveries by such manufacturers, and are hereby incorporated by reference into this Maximum Price Regulation No. 188.

[§ 1499.151 amended by Am. 2, 7 F.R. 8043, effective 11-4-42]

§ 1499.152 *Prohibition against dealing in certain articles of building materials and consumers' goods above maximum prices.* (a) On and after August 1, 1942, regardless of any contract or other obligation:

(1) No manufacturer of an article set forth in Appendix A (§ 1499.166) of this Maximum Price Regulation No. 188 shall sell or deliver such article at a price higher than the maximum price permitted by this Maximum Price Regulation No. 188; and

[Subparagraph (1) amended by Am. 4, 8 F.R. 537, effective 1-18-43]

(2) No person in the course of trade or business shall buy or receive any such article from a manufacturer at a price higher than the maximum price permitted by this Maximum Price Regulation No. 188:

Provided, That in the case of articles for which a maximum price has been established under §§ 1499.156 or 1499.157 of this Maximum Price Regulation No. 188, if the purchaser shall receive from the seller a written affirmation that the seller has calculated the maximum price for the article in accordance with § 1499.156 or § 1499.157 and has filed a report with the Office of Price Administration and complied with the waiting provisions of § 1499.156 or § 1499.157 and if in such case the purchaser shall have no knowledge of the maximum price and no cause to doubt the accuracy of the affirmation, and provided the price paid is not in excess of the maximum price as affirmed by the seller, the purchaser shall have complied with this section.

(b) The provisions of paragraph (a) (2) of this section shall not be applicable to any war procurement agency or any contracting officer thereof, and any such contracting officer or any paying finance officer shall be relieved of any and every liability, civil or criminal, imposed by this Maximum Price Regulation No. 188 or by the Emergency Price Control Act of 1942.

(c) On and after August 1, 1942, no manufacturer shall sell (including an offer for sale) or deliver any article set forth in Appendix A (§ 1499.166) of this Maximum Price Regulation No. 188 for which a maximum price must be determined under §§ 1499.156, 1499.157, or 1499.158 until he has complied with the reporting and waiting provisions of the applicable one of those three sections.

§ 1499.153 *Maximum prices for articles of building materials and consumers' goods finally priced before August 1, 1942*—(a) *Articles priced in March 1942.* The maximum price for any article which was delivered or offered for delivery in March 1942, by the manufacturer, shall be the highest price charged by the manufacturer during March 1942 (as defined in § 1499.163), for the article.

(b) *Articles priced on and after April 1, 1942, and before August 1, 1942.* (1) The maximum price for any article listed in § 1499.166, Appendix A of this Maximum Price Regulation No. 188 as originally issued on July 29, 1942, which was not delivered or offered for delivery in March 1942 by the manufacturer but for which a maximum price was finally determined in accordance with the provisions of the General Maximum Price Regulation, Temporary Maximum Price Regulation No. 3 or No. 5 or any other maximum price regulation issued by the Office of Price Administration and which was offered for sale before August 1, 1942 (or which was offered for sale to the United States or an Allied government before September 1, 1942) shall be the price so determined.

(2) The maximum price for any article first listed in § 1499.166, Appendix A of this Maximum Price Regulation No. 188 by an amendment to Maximum Price Regulation No. 188, issued after July 29, 1942, which was not delivered or offered for delivery in March 1942 by the manufacturer but for which a maximum price was finally determined in accordance with the provisions of the General Maximum Price Regulation, Temporary Maximum Price Regulation No. 3 or 5, or any other maximum price regulation issued by the Office of Price Administration and which was offered for sale before the effective date of the amendment first listing such commodity shall be the price so determined.

(c) *Reports of maximum prices.* On or before August 20, 1942 (or in the case of sales to the United States Government on or before November 1, 1942), the manufacturer shall report to the Office of Price Administration, Washington, D. C., all maximum prices determined under paragraph (b) (1) of this section which have not already been reported in accordance with the provisions of the General Maximum Price Regulation or Temporary Maximum Price Regulation No. 3 or 5, or any other maximum price regulation issued by the Office of Price Administration. Such reports shall contain a description of the articles and shall indicate the method of determining the maximum prices. All such maximum prices shall be subject to adjustment (not to apply retroactively) at any time upon written order of the Office of Price Administration.

No reports need be filed with respect to maximum prices determined under paragraph (b) (2) of this section.

[Paragraphs (b) and (c) amended by Am. 1, 7 F.R. 7967, effective 10-6-42; and Am. 4, 8 F.R. 537, effective 1-18-43]

§ 1499.154 *Maximum prices for articles of building materials and consumers' goods not finally priced before August 1, 1942.* This section shall apply to articles first offered for sale before August 1, 1942, for which no maximum price was finally determined, and to all articles first offered for sale on or after August 1, 1942.

The maximum price for any such article shall be the price determined by the first one of the four methods set forth in §§ 1499.155, 1499.156, 1499.157, and 1499.158 which applies to the article.

§ 1499.155 *First pricing method: minor changes.* The maximum price of any article differing from any article for which a maximum price has already been established, only by reason of minor changes in material, design, or construction which do not reduce cost of materials or prevent its offering fairly equivalent serviceability shall be the maximum price of the article already priced.

§ 1499.156 *Second pricing method: changes necessitated by shortages of materials or parts*—(a) *Maximum prices.* The maximum price of any article which cannot be priced under § 1499.155 and which differs from an article for which a maximum price has already been established, only because of changes necessitated by shortage of materials or parts used in the original article, shall be the maximum price of the original article adjusted by adding or subtracting the increase or decrease in unit direct cost resulting from the changes.

In calculating unit direct cost for the original article, the manufacturer shall compute on the basis of the wage rates, material prices, and operating conditions provided in paragraph (b) of § 1499.157 for comparable articles. In calculating unit direct cost for the changed article the manufacturer shall compute on the basis of the wage rates, material prices, and operating conditions provided in paragraph (b) of § 1499.157 for the article being priced.

(b) *Reports of maximum prices*—(1) *Articles first offered for sale before August 1, 1942.* In the case of an article first offered for sale before August 1, 1942, for which a maximum price must be determined under this section, the manufacturer shall report the maximum price as computed by him to the Office of Price Administration, Washington, D. C., on or before August 20, 1942. The report shall contain a description of the original and of the changed article, a detailed explanation of the changes made (including any innovation in manufacturing process) and the reasons therefor, details of the computation of unit direct cost and of the maximum price.

At any time prior to September 4, 1942, the manufacturer may offer for sale, sell or deliver the article at a tentative price if he informs the purchaser that the maximum price must be determined under this section. In such case he must refund any amounts collected in excess of the price so determined. Fifteen days after mailing the report, in the absence of a contrary direction from the Office of Price Administration, he may offer for sale or complete the sale of the article at the price reported. Such price shall be subject to adjustment (not to apply retroactively) at any time by order of the Office of Price Administration.

(2) *Articles first offered for sale during August 1942.* In the case of articles first offered for sale during August 1942, the manufacturer shall submit the report required in (1) on or before September 10, 1942.

At any time prior to September 25, 1942, the manufacturer may offer for sale, sell, or deliver the article at a tentative price if he informs the purchaser that the maximum price must be determined under this section. In such case he must refund any amounts collected in excess of the maximum price so determined. Fifteen days after mailing the report, in the absence of a contrary direction from the Office of Price Administration, he may offer for sale or complete the sale of the article at the price reported. Such price shall be subject to adjustment (not to apply retroactively) at any time upon the written order of the Office of Price Administration.

(3) *Articles first offered for sale on or after September 1, 1942.* Except as provided in the next paragraph of this subparagraph (3), in the case of an article first offered for sale on or after September 1, 1942, the manufacturer shall submit to the Office of Price Administration, Washington, D. C., the report required in (1) prior to first offering the article for sale. Fifteen days after the mailing of the report, in the absence of a contrary direction from the Office of Price Administration, the manufacturer may offer for sale the article at the price reported. Such price shall be subject to adjustment (not to apply retroactively) at any time by order of the Office of Price Administration.

In the case of an article for which a maximum price must be determined under this section for a sale to the United States Government or an Allied Government, the manufacturer may at any time offer for sale, sell, or deliver the article at a tentative price to such government or agency if he informs the purchaser that the maximum price must be determined under this section. In such case he must refund any amounts collected in excess of the price so determined. The manufacturer shall submit the report required in (1) ten days after the formation of the contract. Fifteen days after the mailing of the report, in the absence of a notification to the contrary from the Office of Price Administration, the reported maximum price shall stand approved. Such approved price shall be subject to adjustment (not to apply retroactively) at any time by order of the Office of Price Administration.

[Subparagraph (3) amended by Am. 1, 7 F.R. 7967, effective 10-6-42]

§ 1499.157 *Third pricing method: pricing by comparable articles.* The maximum price of any article which cannot be priced under § 1499.155 or § 1499.156 and which is comparable to an article currently being sold by the manufacturer for which a maximum price has already been established, shall be the price derived by the pricing formula set forth in this section.

NOTE. The meaning of certain terms used in this section is further explained in subsequent provisions of the section. The terms so explained are in quotation marks the first time that they appear in the text.

(a) *Pricing formula.* To establish a maximum price the manufacturer shall:

(1) Determine the "unit direct cost" for the article being priced.

(2) Select from his line of "comparable articles" currently being sold for which maximum prices have already been established, two comparable articles: the one which has a unit direct cost immedi-

[1] 7 F.R. 5872.
[2] 9 F.R. 1385, 5169, 6106.
[3] Statements of Considerations are also issued simultaneously with amendments. Copies may be obtained from the Office of Price Administration.
[4] Revised: 9 F.R. 5791.

ately higher and the one which has a unit direct cost immediately lower than the unit direct cost of the article being priced. If a comparable article has the same unit direct cost as the article being priced, it shall be selected in addition to the comparable articles immediately above and below. If all comparable articles are either above or below, the one closest in unit direct cost shall be selected.

(3) Determine both the average percentage and the average dollar mark-up over unit direct cost for the comparable articles selected.

(4) Apply to the unit direct cost of the article being priced either the average percentage or the average dollar mark-up, whichever will yield the lower price. The resulting price shall be the maximum price.

(Example of the above computation)

Unit direct cost of article being priced = $9.00

Unit direct costs of comparable articles selected according to (2)	Maximum selling price for each such article	Dollar mark-up for each such article	Average percentage mark-up for such articles
$10.00 7.00	$14.00 9.00	$4.00 2.00	$23.00 (Sum of maximum prices). −17.00 (Sum of unit direct costs).
17.00	23.00	6.00÷2=$3.00	6.00÷$17.00=35.3%

Unit direct cost+average percentage mark-up=$9.00+$3.18=$12.18.
Unit direct cost+average dollar mark-up=$9.00+$3.00=$12.00.
Maximum selling price of article being priced (the lower of above two sums)=$12.00.

In applying the formula, the manufacturer shall determine the class of purchaser to which he expects to sell the largest volume of the article being priced. In calculating the mark-up over unit direct cost for the comparable articles selected he shall use the maximum prices for such articles applicable to the same class of purchaser as that determined for the article being priced. If a comparable article does not have such a maximum price, he shall make appropriate adjustments of his established maximum price for the comparable article to obtain such a maximum price. The maximum price derived by the formula for the article being priced shall be the maximum price applicable to such largest volume class of purchaser. It shall be adjusted for other classes of purchasers according to § 1499.159.

(b) *Computation of unit direct cost.* To establish the unit direct cost of the comparable articles and of the article being priced, the manufacturer shall compute the cost per unit of direct labor and materials on the basis of the following wage rates, material prices, and operating conditions:

(1) *Wage rates.* The wage rates applicable to any article shall be the highest wage rates, in effect in the manufacturer's plant for any substantial portion of March 1942, for each class of labor involved in the production of the article. If the manufacturer did not employ a given class of labor in March 1942, he shall use the highest wage rate paid for any substantial portion of March 1942, by the nearest employer operating under comparable conditions who employed that class of labor during that month.

(2) *Material prices* — (i) *Comparable articles.* If a comparable article was priced and offered for sale before August 1, 1942, the price of any material used in it shall be the highest price charged during March 1942 (as defined in § 1499.163) by the "manufacturer's supplier."

If the comparable article was priced and first offered for sale on or after August 1, 1942, the price of any material used in it shall be computed as above, unless (a) the Office of Price Administration has established a lower maximum price for the sale of the materials to the manufacturer by his supplier, and (b) such lower price was used in calculating the maximum selling price for the comparable article (under § 1499.156 or of this section); in that event such lower price shall be the price of the material.

(ii) *Articles being priced.* The price of any material used in the article being priced shall be the highest price charged during March 1942 (as defined in § 1499.163) by the manufacturer's supplier; except that if the Office of Price Administration has established a lower maximum price for the sale of the material to the manufacturer by his supplier, such lower price shall govern.

(iii) *Manufacturer's supplier.* The manufacturer's supplier shall be (a) his March 1942, supplier of the material, or (b) lacking a March 1942 supplier of the material, his most recent supplier of the material. If neither of these exists, it shall be his potential supplier.

(3) *Operating conditions.* Using the wage rates and material prices determined under (1) and (2), the manufacturer shall compute the cost per unit of direct labor and materials for an article according to the methods customarily employed by him in computing his cost. For comparable articles he shall compute on the basis of productive techniques employed in his plant and of the actual volume of production prevailing during the most recent period in which the comparable article was produced prior to the time of mailing the report required by paragraph (e) of this section. For the article being priced he shall compute on the basis of productive techniques employed in his plant at the time of mailing such report and on the basis of the volume of production he reasonably expects.

(c) *Computation of mark-up*—(1) *Percentage.* The average percentage mark-up over unit direct costs shall be calculated by computing the percentage mark-up between the sum of the unit direct costs and the sum of the maximum prices of the comparable articles selected.

(2) *Dollar mark-up.* The average dollar mark-up over unit direct cost shall be calculated by averaging the individual dollar mark-ups between the unit direct costs and the maximum prices of the comparable articles selected.

(d) *Comparable articles.* An article shall be deemed comparable to another article which although differing therefrom by more than minor changes within the meaning of § 1499.155 of this Maximum Price Regulation No. 188, has the same general use as the other article and is recognized by the industry as being the same general type of product, even though different materials and construction are used.

(e) *Reports of maximum prices*—(1) *Articles first offered for sale before August 1, 1942.* In the case of an article first offered for sale before August 1, 1942, for which a maximum price must be determined under this section, the manufacturer shall report the maximum price as computed by him to the Office of Price Administration, Washington, D. C., on or before August 20, 1942. The report shall contain a description of the article being priced and of any innovation in manufacturing process involved and an explanation of the computation of the cost and the maximum price. It shall also describe each of the comparable articles, giving for each the maximum prices for all classes of purchasers and, if practicable, the volume of production for the three calendar months immediately preceding the filing of the report.

At any time prior to September 4, 1942, the manufacturer may offer for sale, sell, or deliver the article at a tentative price if he informs the purchaser that the maximum price must be determined under this section. In such case he must refund any amounts collected in excess of the price so determined. Fifteen days after mailing the report, in the absence of a contrary direction from the Office of Price Administration, he may offer for sale or complete the sale of the article at the price reported. Such price shall be subject to adjustment (not to apply retroactively), at any time upon the written order of the Office of Price Administration.

(2) *Articles first offered for sale during August 1942.* In the case of articles first offered for sale during August 1942, the manufacturer shall submit the report required in (1) on or before September 10, 1942.

At any time prior to September 25, 1942, the manufacturer may offer for sale, sell, or deliver the article at a tentative price if he informs the purchaser that the maximum price must be determined under this section. In such case he must refund any amounts collected in excess of the maximum price so determined. Fifteen days after mailing the report, in the absence of a contrary direction from the Office of Price Administration, he may offer for sale or complete the sale of the article at the price reported. Such price shall be subject to adjustment (not to apply retroactively) at any time upon the written order of the Office of Price Administration.

(3) *Articles first offered for sale on or after September 1, 1942.* Except as provided in the next paragraph of this subparagraph (3), in the case of an article first offered for sale on or after September 1, 1942, the manufacturer shall submit to the Office of Price Administration, Washington, D. C., the report required in prior to first offering the article for sale. Fifteen days after the mailing of the report, in the absence of a contrary direction from the Office of Price Administration, the manufacturer may offer for sale the article at the price reported. Such price shall be subject to adjustment (not to apply retroactively) at any time by order of the Office of Price Administration.

In the case of an article for which a maximum price must be determined under this section for a sale to the United States Government or an Allied Government, the manufacturer may at any time offer for sale, sell, or deliver the article at a tentative price to such a government or agency if he informs the purchaser that the maximum price must be determined under this section. In such case, he must refund any amounts collected in excess of the price so determined. The manufacturer shall submit the report required in ten days after the formation of the contract. Fifteen days after the mailing of the report, in the absence of a notification to the contrary from the Office of Price Administration, the reported maximum price shall stand approved. Such approved price shall be subject to adjustment (not to apply retroactively) at any time by order of the Office of Price Administration.

[Subparagraph (3) amended by Am. 1, 7 F.R. 7967, effective 10–6–42]

§ 1499.153 *Fourth pricing method: specific authorization by the Office of Price Administration*—(a) *Maximum prices.* The maximum price for any article or group of related articles which cannot be priced under §§ 1499.155, 1499.156, or 1499.157, or which cannot be priced under §§ 1499.155, 1499.156, or 1499.157 without undue hardship, shall be the price or prices, in line with the level of maximum prices established by this Maximum Price Regulation No. 188, specially authorized by the Office of Price Administration. Such authorization will be given in the form of an order prescribing a method of determining the maximum price for the applicant or for sellers of the commodity generally, including purchasers for resale, or for a class of such sellers.

(b) *Reports of maximum prices.* Prior to first offering the article for sale the manufacturer shall submit to the Office of Price Administration, Washington, D. C., a report applying for specific authorization of a maximum price. The report shall contain a description in detail of the article (including the manufacturing process), a statement of the facts which make it necessary to price the article under this section, and the proposed maximum price, with a detailed explanation of its computation. If the manufacturer bases his report on undue hardship, he shall include in it all the information required by paragraph (e) of § 1499.157. If the manufacturer applies for approval of a pricing formula for a line or group of related articles, he shall include in his report a description in detail of the articles, including the manufacturing processes, and the manner in which they differ from one another, a statement of the pricing formula he proposes for such articles or the maximum prices he proposes, with a detailed explanation of their computation, and the reasons why such maximum prices or pricing formula will establish maximum prices in line with the level of maximum prices established by this Maximum Price Regulation No. 188. The manufacturer shall submit such other relevant information to supplement his report as the Office of Price Administration may require. Upon receipt of the authorization, the manufacturer may offer the articles for sale in accordance with the terms of the authorization.

In the case of an article for which a maximum price must be determined under this section for a sale to the United States Government or an Allied Government, the manufacturer shall submit the report required in the above paragraph (b) ten days after the formation of the contract. The manufacturer may at any time offer for sale, sell, or deliver the article at a tentative price to such government or agency if he informs the purchaser that the maximum price must be determined under this section. In such case he must refund any amounts collected in excess of the price so determined. The price shall remain tentative until the maximum price has been determined by the Office of Price Administration.

[§ 1499.153 amended by Am. 1, 7 F.R. 7967, effective 10–6–42; and Am. 5, 8 F.R. 1815, effective 2–15–43]

§ 1499.159 *Price differentials and economies effected by new or changed articles*—(a) *Price differentials.* Every manufacturer shall continue all his allowances, discounts, and other price differentials in effect in March, 1942. In the case of articles priced under §§ 1499.155, 1499.156, 1499.157, or 1499.158 of this Maximum Price Regulation No. 188, every manufacturer shall in the case of sales to different classes of purchasers adjust the maximum prices determined for one general class of purchaser to reflect all allowances, discounts, and other price differentials which he was accustomed to make on that type of article.

(b) *Economies effected by new or changed articles.* Wherever after the introduction of a new or changed article the manufacturer realizes savings in indirect costs and expenses because of its introduction, the Office of Price Administration will by order require that such economies be reflected in the maximum price for such new or changed article. Wherever possible, such savings should be indicated in the reports required by §§ 1499.156, 1499.157 and 1499.158.

§ 1499.159a *Classification of purchasers in sales to the United States Government and Allied Governments.* For a sale to the United States Government or an Allied Government of an article for which a maximum price has not been determined for sales to the class of purchasers to which such government belongs, but for which a maximum price has been determined under §§ 1499.153, 1499.155, 1499.156, 1499.157, or 1499.158 for sales to purchasers of a different class, if the manufacturer had no customary differential between the class of purchasers for which the maximum price has been determined and such government or the class to which it belongs, such government shall be regarded as belonging to the class of purchasers to whom the manufacturer customarily sold the article in quantities most nearly equal to the quantity of the article involved in the sale to such government. If the manufacturer customarily sells to more than one class of purchaser in such quantities, the lowest maximum price applicable to sales of the article to such classes of purchasers shall apply.

[§ 1499.159a added by Am. 1, 7 F.R. 7967, effective 10–6–42]

§ 1499.159b *Modification of provisions of Maximum Price Regulation No. 188.* The provisions of Maximum Price Regulation No. 188 as applied to certain commodities subject thereto may be modified by order under this § 1499.159b.

[§ 1499.159b added by Am. 6, 8 F.R. 1980, effective 2–16–43]

§ 1499.160 *Evasion.* The price limitations set forth in this Maximum Price Regulation No. 188 shall not be evaded, whether by direct or indirect methods, in connection with an offer, solicitation, agreement, sale, delivery, purchase or receipt of, or relating to, an article of building material or consumers' goods, alone or in conjunction with any other commodity or by way of commission, service, transportation, or other charge, or discount, premium or other privilege, or by tying-agreement or other trade understanding, or otherwise.

§ 1499.161 *Applications for adjustment and petitions for amendment*—(a) *Applications for adjustment.* The Office of Price Administration, or any duly authorized officer thereof, may by order adjust any maximum price established under this Maximum Price Regulation No. 188 in the following cases:

(1) In the case of a manufacturer who shows:

(i) That such maximum price causes him substantial hardship and is abnormally low in relation to the maximum prices established for competitive sellers of the same or similar commodities; and

(ii) That establishing for him a maximum price bearing a normal relation to the maximum prices established for competitive sellers of the same or similar commodities will not cause or threaten to cause an increase in the level of retail prices.

Applications for adjustment under this subparagraph (1) shall be filed in accordance with Revised Procedural Regulation No. 1. No application for adjustment filed after November 15, 1942, will be granted under this subparagraph (1).

(2) In the case of any manufacturer, when it appears with respect to an article set forth in Appendix B (§ 1499.167) of this Maximum Price Regulation No. 188:

(i) That there exists or threatens to exist in a particular locality a shortage

in the supply of a commodity which aids directly in the war program or is essential to a standard of living consistent with the prosecution of the war; and

(ii) That such local shortage will be substantially reduced or eliminated by adjusting the maximum prices of such manufacturer and of like manufacturers for such commodity; and

(iii) That such adjustment will not create or tend to create a shortage, or need for increase in price, in another locality, and will effectuate the purposes of the Emergency Price Control Act of 1942, as amended.

Each regional administrator is authorized to make adjustments or act upon applications for adjustment under this subparagraph (2).

(3) In the case of any manufacturer who shows:

(i) That he is the sole manufacturer of an essential commodity such as one, the production and sale of which is affirmatively permitted by regulations or orders issued by the War Production Board.

(ii) That the maximum prices established by this regulation do not permit the recovery of total costs; and

(iii) That the operations of the company are currently being conducted at a loss.

Adjustment in price may be made to an extent sufficient to enable the manufacturer to recover total costs on the article, together with a profit. In a proper case, the manufacturer may charge a price equal to the price requested in the application, provided that he has received a letter from the Office of Price Administration stating that his is a proper case. Such price shall be tentative and refunds shall be made to each purchaser in the event that the application is denied in whole or in part. Applications for adjustment under this paragraph shall be filed in accordance with Revised Procedural Regulation No. 1.

[Paragraph (a) amended by Am. 2, 7 F.R. 8943, effective 11–4–42; Am. 7, 8 F.R. 3105, effective 3–11–43; and Am. 9, 8 F.R. 3850, effective 4–2–43]

(b) *Petitions for amendment.* Any person seeking an amendment of any provision of this Maximum Price Regulation No. 188 may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1.

[Paragraph (b) amended by Supplementary Order 26, 7 F.R. 8948, effective 11–4–42; and Am. 9]

[NOTE: Procedural Regulation No. 6 (7 F.R. 5087, 5665; 8 F.R. 6173, 6174) provides for the filing of applications for adjustment of maximum prices for commodities or services under Government contracts or subcontracts. Revised Supplementary Order No. 9 (8 F.R. 6175) makes the provisions of Procedural Regulation No. 6 applicable to all price regulations, excepting those which expressly prohibit such applications, and certain specific regulations listed in Revised Supplementary Order No. 9.]

[NOTE: Supplementary Order No. 26 (7 F.R. 9619) provides for the filing of applications for adjustment or petitions for amendment based on a pending wage or salary increase requiring the approval of the National War Labor Board.]

[NOTE: Revised Supplementary Order No. 34 (8 F.R. 12404) permits, under certain conditions, the addition of extra packing expenses on sales to procurement agencies of the United States.]

§ 1499.162 *Enforcement.* (a) Persons violating any provisions of this Maximum Price Regulation No. 188 are subject to the criminal penalties, civil enforcement actions, and suits for treble damages provided for by the Emergency Price Control Act of 1942.

(b) Persons who have evidence of any violation of this Maximum Price Regulation No. 188 or any price schedule, regulation or order issued by the Office of Price Administration, or of any acts or practices which constitute such a violation are urged to communicate with the nearest district, state, or regional office of the Office of Price Administration or its principal office in Washington, D. C.

§ 1499.162a *Licensing.* The provisions of Licensing Order No. 1,[8] licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation or schedule. A seller's license may be suspended for violations of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

[§ 1499.162a added by Supplementary Order 72, 8 F.R. 13244, effective 10–1–43]

§ 1499.163 *Definitions.* (a) When used in this Maximum Price Regulation No. 188, the term:

(1) "Article" means any building material or consumers' good set forth in Appendix A (§ 1499.166) which is manufactured or sold as a distinct item.

(2) "Highest price charged during March 1942" means

(i) The highest price which the seller charged to a purchaser of the same class for delivery of the article or material during March 1942; or

(ii) If the seller made no such delivery during March 1942, such seller's highest offering price to a purchaser of the same class for delivery of the article or material during that month; or

(iii) If the seller made no such delivery and had no such offering price to a purchaser of the same class during March 1942, the highest price charged by the seller during March 1942, to a purchaser of a different class, adjusted to reflect the seller's customary differential between the two classes of purchasers: *Provided, however,* That

(*a*) If before April 1, 1942, the seller raised his prices for a commodity to all his classes of purchasers (or to all his classes of purchasers except those to which he was bound to make delivery during March 1942 under a firm commitment made before the price rise), and

(*b*) If during March 1942, he delivered the commodity at the increased price to at least one class of purchasers, then, in order to allow the seller to apply the price rise to any class of purchasers to which no delivery was made during that month after the price rise (except under a firm commitment made before the price rise), the highest price charged during March 1942 shall be deemed to be:

(*1*) The seller's increased offering price to such class of purchasers for delivery during March 1942, or

(*2*) If the seller had no such increased offering price to that particular class of purchasers, the highest price charged during March 1942 to a purchaser of a different class, adjusted to reflect

(i) The seller's customary differential in price between the two classes of purchasers; or

(ii) If the seller had no such customary differential, the actual percentage differential in price between the two classes of purchasers which existed at the time the seller last entered into a commitment, or, if he did not enter into such a commitment, last submitted an offering price for delivery to a purchaser of that particular class during March 1942.

[Subparagraph (2) amended by Am. 1, 7 F.R. 7967, effective 10–6–42; and Am. 3, 7 F.R. 10155, effective 12–10–42]

(3) "Manufacturer" means the person who makes the first sale of an article listed in Appendix A (§ 1499.166) of this regulation after the article has been completed to the point indicated by the terminology of the appendix.

[Subparagraph (3) amended by Am. 10, 8 F.R. 4140, effective 4–5–43]

(4) "Purchaser of the same class" and "class of purchaser" refers to the practice adopted by the seller in setting different prices for commodities for sales to different purchasers or kinds of purchasers (for example, manufacturer, wholesaler, jobber, retailer, government agency, public institution, individual consumer) or for purchasers located in different areas or for different quantities or under different conditions of sale.

(5) "The United States Government or an Allied Government" means the United States or any agency thereof, or the Government of any country whose defense the President deems vital to the defense of the United States under the terms of the Act of March 11, 1941, entitled "An Act to promote the defense of the United States," or any agency of any such Government.

[Subparagraph (5) added by Am. 1, 7 F.R. 7967, effective 10–6–42]

§ 1499.164 *Geographical applicability.* The provisions of this Maximum Price Regulation No. 188 shall be applicable to the forty-eight states and the District of Columbia.

§ 1499.165 *Effective date.* This Maximum Price Regulation No. 188 (§§ 1499.151 to 1499.166, inclusive) shall become effective August 1, 1942, for all sales and deliveries except sales and deliveries to the United States or any agency thereof, or to the Government of any country whose defense the President deems vital to the defense of the United States under the terms of the Act of March 11, 1941, entitled "An Act to promote the defense of the United States," or any agency of any such Government. For such sales and deliveries it shall become effective September 1, 1942. [MPR 188 originally issued July 29, 1942]

[Effective dates of amendments are shown in notes following parts affected.]

[8] 8 F.R. 13240.

§ 1499.166 *Appendix A: Articles covered by the regulation.* The following articles of building materials and consumer goods shall be covered by this Maximum Price Regulation No. 188:

NOTE: The articles listed below are not intended to include (a) any commodity subject to a specific maximum price regulation or price schedule in effect on August 1, 1942, or issued any time thereafter, (b) any commodity exempted from the General Maximum Price Regulation by any supplementary regulation thereto, in effect on August 1, 1942, or issued any time thereafter, (c) used, reconditioned, rebuilt, remodeled commodities, or commodities made from any used materials, except commodities specifically described below as being made of used material, or (d) parts, except those specifically listed as such below. Since the designations of some articles are broad enough in certain instances to suggest that articles are included which are intended to be excluded, other regulations which might be applicable to the article or type of article have been indicated. Manufacturers selling articles listed below should, before pricing their products in accordance with this regulation, determine whether specific price regulations or regulations supplementary to the General Maximum Price Regulation have been issued subsequent to the date of this regulation with respect to the articles so listed.

[Note amended by Am. 4, 8 F.R. 537, effective 1–18–43; and Am. 16, 8 F.R. 9836, effective 7–20–43]

(a) *Building materials.*

(1) Mechanical building materials and equipment.

(i) Repair parts and service parts for mechanical building materials and equipment indicated below.

(ii) Miscellaneous building equipment:

Hardware:
- Builders (except as covered by Revised Price Schedule No. 40 [9])
- Casket, shell
- Furniture
- Marine locks and hinges (and other related marine items)
- Refrigerator
- Showcase

Ornamental iron and sheet metal work:
- Air distribution ducts
- Conductor pipe, elbows, shoes
- Doors (metal) except airplane hangar doors
- Flashings and valleys
- Gratings and floorings (metal)
- Gutters and eaves trough
- Heads, funnels and accessories
- Louvers (metal)
- Miscellaneous sheet metal building products:
  - Batten strips (metal)
  - Building corners (metal)
  - Chimney caps, etc. (metal)
  - Rain water cut-offs
- Pipe hangers, rest rollers and miscellaneous piping accessories
- Radiator enclosures (metal)
- Ridge roll and accessories
- Sash (metal)
- Skylights (metal)
- Ties (metal)
- Timber connectors (metal)
- Ventilators, sheet metal
- Weatherstrips (metal)

[Subdivision (ii) amended by Am. 13, 8 F.R. 7107, effective 5–31–43]

(iii) Heating and winter air conditioning:

Boilers—heating, steam and hot water:
- Cast iron—all types (except those covered by Maximum Price Regulation No. 272 [10])
- Steel—domestic and commercial (except industrial boilers covered by Maximum Price Regulation No. 136,[9] as amended)

Boilers—hot water supply:
- Round or wet dome boilers (low test boilers 65 to 150 lbs. pressure)
- Flat top
- Round top

Round or sectional type (high test boilers 250 to 350 lbs. pressure)

Burners:
- Gas—all types (except industrial covered by Maximum Price Regulation No. 136, as amended)
- Oil—all types (except industrial burners using No. 6 Oil or heavier)

Coils except those manufactured from glass:
- Extended surface
- Finned, etc.

Controls—automatic—for comfort conditioning, either heating or cooling

Fuel oil storage tanks—domestic above ground installation (except those covered by Revised Price Schedule No. 96 [9])

Furnaces, heating, warm air (cast iron or steel):
- Gravity
- Fan furnace units only
- Fan furnace burner units
- Defense housing heater units
- Defense housing chimney heater units
- Floor furnaces (gas or oil type)

Furnace pipe and fittings:
- For gravity heating
- For forced air heating
- Furnace smoke pipe (7 inch and larger)

Miscellaneous heating equipment:
- Air distribution outlets:
  - Registers:
    - Cast (ferrous or non-ferrous)
    - Fabricated steel
    - Pipeless furnace
  - Grilles:
    - Cast (ferrous or non-ferrous)
    - Fabricated steel
    - Air conditioning grilles

Radiation—cast iron (except as covered by Maximum Price Regulation No. 272):
- Small tube (Arco type)
- Large tube (Corto type)
- Special types:
  - Hospital
  - Radiant front (Richvar)
  - Wall radiators
  - Vento radiators
- Convectors
- Conversion grates (except as covered by Revised Maximum Price Regulation No. 236 [10])

Stokers—Coal (except those having a capacity of 1200 lbs. per hour or more, covered by Maximum Price Regulation No. 136, as amended)

Unit heaters:
- Gas
- Hot water
- Steam

[Subdivision (iii) amended by Am. 38, effective 7–24–44]

(iv) Plumbing:

Cast iron pressure pipe and fittings

Cast iron soil pipe and fittings (except as covered by Revised Price Schedule No. 100,[11] as amended)

Fire fighting (standpipe) equipment:
- Nozzles
- Play pipes

Fire fighting (standpipe) equipment—Con.
- Racks
- Siamese (or steamer) connections
- Wrenches

Hot water heaters:
- Direct-fired, all types
- Indirect-fired, all types

Plastic pipe and plastic tubing manufactured from co-polymer vinyl and vinylidene chlorides commercially known as "Saran B 11."

Plumbing fixtures and specialties:
- Accessories (if attached to plumbing fixtures)
- Basins
- Bathtubs
- Drains
- Drinking fountains
- Ferrules
- Fixture trim or fittings
- Grease interceptors
- Laboratories
- Mixing valves
- Sinks
- Tanks (except wooden tanks)
- Toilet seat hinges
- Toilet seats
- Trays
- Tubs
- Urinals
- Wash fountains
- Wash sinks
- Waste connections
- Water closets
- Etc.

Sprinkler system equipment:
- All types

Tanks (except wooden tanks):
- (Defined as pressure vessels customarily prefabricated not exceeding 192 gallons in capacity.
- Made of metal 12" BWI gauge or thinner coated or uncoated
- lined or unlined
- Fabricated from clay or clay products)
- Expansion tanks
- Hot water storage tanks
- Pneumatic tanks
- Range boilers

Water filtering and treating equipment:
- Domestic, all types.

[Subdivision (iv) amended by Am. 13, 8 F.R. 7107, effective 5–31–43; and Am. 18, 8 F.R. 10907, effective 8–9–43]

(v) Valves and pipe fittings:

Cocks—all types and pressure, made of brass, iron, steel, and other materials

Fittings—pipe and tubing except those manufactured from glass:
- All types and pressures
- Brass (cast or forged)
- Iron (cast or malleable)
- Plastic (extruded or molded)
- Steel (cast or forged)
- And all other materials

Refrigeration

S. A. E.:
- Flanged
- Screwed
- Welding

All other evolutions of these basic types

Steam and hot water heating specialties
- (Except those covered under Maximum Price Regulation No. 136, as amended)

Valves—hand operated:
- All types and pressures. Made of brass, iron, cast or forged steel and other materials.
- Angle
- Check
- Gate
- Globe
- Refrigeration
- S. A. E.
- All other evolutions of these basic types

[9] 7 F.R. 1280, 2132, 8383, 8948; 8 F.R. 7257; 9 F.R. 1319.

[10] 7 F.R. 9486, 9972, 10618; 8 F.R. 6356, 13712; 9 F.R. 2301, 3709.

[9] 9 F.R. 4748.

[9] 7 F.R. 1387, 2132, 3774, 5360, 8383, 8948.

[10] 8 F.R. 17224.

[11] 7 F.R. 5132, 5276, 8383, 8948; 8 F.R. 6176.

Valves—motor operated:
Air
Electric
Hydraulic

[Subdivision (v) amended by Am. 38, effective 7-24-44]

(vi) Commercial refrigeration and summer air conditioning:

Air conditioning units:
(Self-contained over 1 h. p.)
Cabinets:
Frozen food (commercial type)
Ice cream
Cases: Refrigerated display
Coils (all sizes):
Gravity
Fan coil units
Pipe
Compressors:
(Under 25 h. p. or 25 tons)
Condensers: Evaporative
Coolers:
Beverage
Milk
Water (refrigerated)
Counters: Refrigerated
Refrigerators (over 16 cu. ft. capacity):
Commercial
Reach-in
Walk-in
Specialties—refrigeration and air conditioning

[Subdivisions (v) and (vi) amended by Am. 13, 8 F.R. 7107, effective 5-31-43]

(2) Masonry and construction materials:

Concrete products:
Building blocks and brick
Cast shapes and cast stone
Tile and tiling
Sewer and culvert pipe
Drain tile
Posts, piles, and cribbing
Terrazzo
Septic tanks
Grave vaults
Clay building products
Structural clay products
Brick and hollow tile (glazed and unglazed)
Sand lime brick
Clay drain tile (glazed and unglazed)
Vitrified clay sewer pipe and allied products (except as covered by Revised Maximum Price Regulation No. 206 [12])
Clay tile roofing
Clay wall tile
Clay floor tile
Clay quarry tile
Paving brick
Structural terra cotta
Clay filter blocks
Clay conduit (except electrical)
Clay wall coping (except as covered by Maximum Price Regulation No. 206)
Clay flue lining and chimney pipe and tops (except as covered by Maximum Price Regulation No. 206)
Clay septic tanks
Clay heating duct units
Clay meter boxes
Refractories:
Canister rock
Fireclay refractories
Silica refractories
Basic refractories (except as covered by Revised Price Schedule No. 75 [13])
Special refractories
High-temperature mortars
Dead burned dolomite
Chemical stoneware
Chemical porcelain
Gypsum:
Crude
Calcined gypsum plaster
Plaster
Lime:
Construction
Metallurgical
Chemical

[12] 8 F.R. 14281, 16995; 9 F.R. 4349.
[13] 8 F.R. 8940.

Sand and gravel
Glass and other melting sand.
Blast sand.
Traction, grinding sands, and sands for refractories.
Foundry sand
Slag
Crushed stone:
Construction
Metallurgical
Chemical
Lightweight aggregates
Cinders
Ready-mixed concrete
Slate:
Structural slabs:
Electric
Roofing
Dimension stone:
Limestone
Granite
Marble
Sandstone
Basalt and related rocks
Rough stone:
Rubble
Riprap
Field stone
Clays (merchant):
Slip clays
Ball clay
Fire clay
Stoneware clay
Miscellaneous and common, including shale
Talc, steatite, soapstone, and pyrophyllite
Oil paints and varnishes:
Ready-mixed paints of all types (interior and exterior)
Paste and semipaste paints
Putty
Fillers
Oil, varnish, and spirit stains
Paint and varnish remover
Colors in oil
White lead in oil
Zinc white in oil
Marine paints
Artists' colors
Aqueous (water) paints
Paint and varnish brushes and applicators
Compounds:
Calking
Waterproofing (integral and hardeners)
Pipe

[Subparagraph (2) amended by Am. 13, 8 F.R. 7107, effective 5-31-43; Am. 36, 9 F.R. 7583, effective 7-11-44]

(3) Insulating board, roofing materials, and glass:

(i) Asphalt and tarred roofing products (except as covered by Revised Price Schedule No. 45):

Roll roofing
Siding (asphalt felt base)
Shingles (asphalt)
Roof coatings and cement
Emulsified asphalt (building materials)
Asphalt and tarred felts
Slater's felts
Asphalts and tarred saturated building papers

(ii) Insulated brick or stone siding (and accessories).

(iii) Asphalt floor tiles (and accessories) (except as covered by Maximum Price Regulation No. 276 [14]).

(iv) Asphestos-cement building materials:

Shingles and accessories
Siding and accessories
Flat sheets and accessories
Corrugated sheets and accessories
Wallboard and accessories
Tileboard and accessories
Insulating asbestos-cement board and accessories

[14] 7 F.R. 10009, 10471, 10618; 8 F.R. 12136, 16407; 9 F.R. 4089.

Asbestos-cement pipe

(v) Glass products:

Plate (all types)
Window (all types)
Laminated
Picture
Rolled, figured, wired, and rolled heat-absorbing (except as covered by Maximum Price Regulation No. 175 [15])
Colored sheet and opalescent
Cathedral glass
Structural and architectural
Glass blocks
Other glass insulation products

[Subdivision (v) amended by Am. 13, 8 F.R. 7107, effective 5-31-43; and Am. 23, 8 F.R. 12668, effective 9-20-43]

(vi) Gypsum board:

Wall board
Lath
Sheathing
Liner board
Tile
Joint systems

(vii) Fibre boards:

Wallboard
Display board
Tile board
Shaped board
Poster board
Colored board

(viii) Insulation board:

Wallboard:
Natural and plain
Colored and painted
Textured
Veneered
Sheathing
Plank and tile:
Natural and plain
Colored and painted
Textured
Veneered
Roof insulation
Acoustical
Industrial

(ix) Hard board:

Presdwood
Tempr presdwood
Temprtile
Quartrboard
Deluxe quartrboard
Industrial presdwood
Weatherwood hard board
Weatherwood treated hard board
Weatherwood dense board
Weatherwood structo board

(x) Decorated tile board (Masonite or Weatherwood base):

Plain
Tile
Mouldings

(xi) Thermal insulations for buildings and industrial purposes:

Rigid
Semi-rigid
Loose
Granulated

(xii) Pipe and boiler insulations:

Cellular
Laminated
Solid
Asbestos rollboard
Asbestos millboard
Asbestos paper
Mineral or glass wool
85% Magnesia:
Molded
Cement
High temperature:
Molded
Cement

[15] 7 F.R. 5188, 5310, 8948; 8 F.R. 12138.

(xiii) Metal lath and accessories.

(b) *Consumers' goods.*

(1) Bedding, including:

Mattresses and mattress pads, made with new and used innerspring units or new and used filling materials.
Boxsprings, made with new and used coils or new and used filling materials.
Gatch bedsprings, made of all new materials.
Flat and coil bedsprings made as an integral part of a bed, with all new materials.
Bedspring covers, including padded or quilted covers designed to cover coil and flat bedsprings, made with new or used filling materials.
Double duty sleep equipment, made of new or used materials, including studio couches, sofa beds, lounges, chair beds, love seats, and sliding couches.
Cots, (including folding and rollaway), made of all new materials.
Double deck beds, made of all new materials.
Pillows, made with new or used filling materials.
Sisal pads, made with new or used materials.
Sleeping bags, made with new or used filling materials.
Innerspring units for upholstery and bedding purposes, made with all new materials.
Upholstery coils, made of all new materials.
Bedspring metal fabrics, made of all new materials.
Inner constructions for boxsprings, double duty sleeping equipment and upholstered furniture, made of all new materials.
Quilts and comforters, made with new and used filling materials.
High chair, play yard, basket and nursery seat pads, and other nursery pads, made with new or used filling materials.
Cotton wadding and batting, made from new and used materials.

[Subparagraph (1) amended by Am. 16, 8 F.R. 9836, effective 7-20-43; Am. 21, 8 F.R. 12479, effective 9-14-43; Am. 26, 8 F.R. 16298, effective 12-8-43; and Am. 35, 9 F.R. 5375, effective 5-23-44]

(2) Equipment and supplies (except those covered by Maximum Price Regulation No. 136, as amended):

Artists' supplies.
Beauty parlor and barber shop furniture, fixtures and equipment.
Bulletin boards.
Commercial kitchen utensil.
Ecclesiastical ware.
Funeral supplies and appurtenances.
Laboratory, hospital and professional fixtures and equipment (except those covered by Maximum Price Regulation No. 136, as amended).
Office fixtures and safes.
Office machines and equipment (manual and electric).
Restaurant fixtures and equipment.
School and office supplies, including carbon paper, but no other paper.
Scientific and technical instruments—apparatus and supplies (except those covered by Maximum Price Regulation No. 136, as amended).
Store machines, fixtures and equipment, including:
Store displays and display fixtures.
Dispensers.
Vending machines (coin operated).
Time clocks.
Measuring devices for yard goods, screens, linoleums, etc.
Signs, electric, mechanical, etc.
Shelving.
Tool cases.

[Subparagraph (2) amended by Am. 16, 8 F.R. 9836, effective 7-20-43; Am. 27, 8 F.R. 17415, effective 1-3-44; and Am. 30, 9 F.R. 3095, effective 3-27-44]

(3) Floor coverings. All floor coverings, except terry cloth bath mats, and wool floor coverings subject to Revised Price Schedule No. 57.

Carpet lining.

[Subparagraph (3) amended by Am. 16, 8 F.R. 9836, effective 7-20-43]

(4) Furniture. All types of furniture manufactured from any new material or from new materials and used innerspring units, used filling materials, or used joinery hardware, for any purpose to be used in any location, and any other articles manufactured from new materials which are made to serve the functional purposes of furniture.
Furniture frames.

[Subparagraph (4) amended by Am. 16, 8 F.R. 9836, effective 7-20-43; Am. 28, 9 F.R. 1912, effective 2-23-44; and Am. 35, 9 F.R. 5375, effective 5-23-44]

(5) Hardware tools and appliances (except those covered by Maximum Price Regulation No. 136, as amended, and Maximum Price Regulation No. 196 [16]):

(i) Carpenters' tools, including:

Saws.
Chisels.
Hammers.
Hatchets.
Planes.
Non-mechanical rules and tapes.
Auger bits and braces.
Hand drills.
Levels.
Squares.
Miter boxes.
Screw drivers.
Etc.

(ii) Mechanics' tools, including:

Anvils.
Crow bars.
Wrecking bars.
Pinch bars.
Blow torches and fire pots.
Bench grinders.
Hammers.
Wrenches.
Snips.
Hacksaw frames.
Jacks and jack screws.
Lanterns.
Oilers.
Pliers.
Punches.
Tackle blocks.
Trowels.
Handles.
Winches.
Turnbuckles.
Etc.

[Subdivision (ii) amended by Am. 16, 8 F.R. 9836, effective 7-20-43; Am. 24, 8 F.R. 14622, effective 11-1-43]

(iii) Farm and garden tools and supplies including:

Axes.
Corn planters.
Curry combs.
Grass hooks.
Brush hooks.
Corn and cane knives.
Machetes.
Wheelbarrows.
Couplings, clamps, and nozzles, for garden hose only.
Hog scrapers.
Hog and bull rings.
Huskers.
Post hole diggers and augers, hand operated.
Pruning equipment.
Scythes and snaths.
Hedge, grass, and pruning shears.
Shovels.
Sprayers, dusters, hand operated.
Forks, hoes, rakes, etc.
Lawnmowers and rollers (except horse and tractor drawn and garden tractors).

[Subdivision (iii) amended by Am. 16, 8 F.R. 9836, effective 7-20-43; and Am. 38, effective 7-24-44]

(iv) Coal miners' tools, including:

Coal picks.
Pinch bars.
Augers.
Needles.
Tampers.
Wedges.
Carbide lamps.
Etc.

(v) Horseshoes and horseshoe nails.

(vi) Ice tools, including:

Saws.
Tongs.
Etc.

(vii) Logging tools, including:

Cant hooks.
Peavies.
Pike poles.
Etc.

(viii) Stove and furnace pipe and elbows.

(ix) Saddlery and parachute hardware, including:

Buckles.
Loops.
Rings.
Etc.

[Subdivision (ix) amended by Am. 16, 8 F.R. 9836, effective 7-20-43]

(x) Heavy goods, including:

Sledges.
Wedges.
Picks.
Mattocks.
Mauls.
Etc.

(xi) Game traps.

(xii) Pushcarts.

(xiii) Weather stripping.

(6) Household appliances, electrical and other, including:

Household sewing machines.
Ice refrigerators.
Household dehydrators.
Air conditioning equipment (excluding built-in system).
Small electrical household appliances.
Heating appliances, including:
Bakers.
Boilers.
Broilers.
Buffet servers.
Casseroles.
Coffee makers.
Cookers.
Chafing dishes.
Driers (clothes and hair).
Heaters (space and immersion).
Hot plates, grills, and table stoves.
Irons (curling).
Irons (flat).
Irons (waffle).
Kettles.
Heating pads.
Lighters (cigarette, etc.).
Percolators.
Ovens (portable).
Pressers (trouser and tie).
Roasters.
Sterilizers.
Toasters.
Vaporizers.
Warmers (bottle and plate).
Etc.

[16] 7 F.R. 6078, 7254, 8016, 8945; 8 F.R. 11812, 15194, 15430.

Power appliances, including:
Freezers (ice cream, domestic).
Mixers and juice extractors.
Fans (ceiling, desk and bracket, pedestal).
Vibrators.
Vaporizers and humidifiers.
Electric shavers.
Etc.

(7) Miscellaneous housewares (except those covered by Maximum Price Regulation No. 196), including:

Cooking utensils.
Cutlery.
Cleaning supplies (mops, brooms, etc.)
Cabinets.
Bathroom equipment.
Fireplace equipment.
Galvanized ware, tin, and painted tinware.
Kitchen tools and gadgets.
Woodenware and baskets (except shipping baskets).
Brushes (except industrial power-driven brushes).
Window shades.
Drapery hardware.
Scissors and shears.
Vacuum bottles and specialties.
Carpet sweepers.
Unfinished furniture.
Venetian blinds.
Awnings.
Wood slat shades.
Wood spoons, forks, etc.
Etc.

[Subparagraphs (6) and (7) amended by Am. 16, 8 F.R. 9836, effective 7-20-43]

(8) Commercial kitchen equipment. Commercial and institutional kitchen equipment, irrespective of the type of fuel used, for use in hotels, restaurants, schools, hospitals, industrial and public cafeterias, and similar establishments, including:

Ranges.
Broilers, including salamanders and combination types.
Automatic deep fat fryers.
Bain maries.
Roasting ovens.
Baking ovens (sectional and cabinet types).
Baker stoves.
Steam jacketed kettles.
Stock kettles (electric).
Vegetable steamers—commercial.
Steam tables.
Warming ovens.
Plate warmers.
Hot plates.
Griddles.
Automatic egg broilers.
Coffee urns and coffee-making systems.
Toasters—commercial (gas).
Toasters—commercial, over 2 slices (electric).
Dishwashers—commercial.
Glasswashers—commercial.
Silver burnishers.
Mixers.
Choppers.
Slicing machines.
Potato peelers.
Coffee grinders—commercial.
Chopping blocks.
Pot racks.
Pot sinks and vegetable sinks.
Canopies.
Etc.

(9) The following marine articles:

Life buoys and preservers not governed by MPR 403.
Outboard motors (portable).
Boats and canoes, all boats and canoes under 25' except those with inboard motors.
Life-saving equipment except articles covered by Maximum Price Regulations Nos. 149,[17] 157,[18] 220,[19] or 403.

[Subparagraph (9) amended by Am. 16, 8 F.R. 9836, effective 7-20-43; and Am. 38, effective 7-24-44]

(10) Personal and household accessories:
(i) Household accessories, decorations, and giftware, including:
Baskets.
Screens, decorative.
Etc.

[Subdivision (i) amended by Am. 12, 8 F.R. 5759, effective 5-1-43]

(ii) Notions, including:

Buckles.
Buttons.
Clasps.
Fasteners, slide and snap.
Feathers and plumes.
Hooks and eyes.
Needles—hand, knitting, and crochet.
Pins—safety, straight, hat, bobby, and hair.
Thimbles.
Toilet Sets.
Combs.
Vanities.
Compacts.
Military insignia (except fabric).
Military buttons.
Barettes.
Buttonhooks.
Glove stretchers.
Hair curlers.
Hair nets.
Measuring tapes.
Sewing kits.
Sewing boxes.
Beads.
Shoetrees.
Etc.

[Subdivision (ii) amended by Am. 12, 8 F.R. 5759, effective 5-1-43; and Am. 16, 8 F.R. 9836, effective 7-20-43]

(iii) Luggage, including:

Briefcases.
Club bags.
Dress trunks.
Finished cases made of wood, leather, fabricated canvas, etc., for carrying scientific, medical and other instruments.
Fitted cases.
Overnighters.
Gladstones.
Band trunks.
Hat and shoe boxes (except paper).
Sample cases.
Sample trunks.
Steamer trunks.
Suitcases.
Two suiters.
Wardrobe trunks.
Zipper bags.
Train boxes.
Etc.

(iv) Glassware including:

Artware and specialties.
Bar glassware.
Cooking glassware.
Cut glassware.
Decorated glassware.
Desk glassware.
Engraved glassware.
Etched glassware.
Glass novelties.
Heat-resisting glassware.
Hotel and institution glassware.
Household glassware.
Illuminating glassware.
Kitchen glassware.
Lamp chimneys and lantern globes except those covered by Maximum Price Regulation No. 136, as amended.
Private mould glassware.
Soda fountain glassware.
Table glassware.
Tumblers.
Glass bottles and containers including home canning jars and closures.

[Subdivision (iv) amended by Am. 13, 8 F.R. 7107, effective 5-31-43; and Am. 38, effective 7-24-44]

(v) Mirrors.
(vi) Pottery (except those articles covered by Maximum Price Regulation No. 116[20]) including:

Art pottery.
Stoneware.
Etc.

(vii) Decorative accessories.
(viii) Silverware, including:

Silverplated flatware.
Silverplated hollow-ware.
Sterling silver flatware.
Sterling silver hollow-ware.
Etc.

(ix) Miscellaneous plated ware (chrome plate, nickel plate, etc.).
(x) Jewelry:

Precious (gold, platinum, silver, etc.).
Nonprecious (gold plate, gold filled, etc.), (except jewelry exempted from the General Maximum Price Regulation by the provisions of Amendment No. 9 thereto.)
Novelty.
Men's accessories, including:
Collar pins and buttons.
Cuff links.
Key chains.
Belt buckles.
Medals and badges.
Metal watch bands.
Etc.
Women's novelty jewelry, including:
Compacts and vanity cases.
Lockets.
Earrings.
Etc.

(xi) Clocks and watches, except those watches which have imported movements. Clocks and watches include:

Clock cases, containers, guards.
Watch cases, containers, guards.
Electric clocks (except those covered by Maximum Price Regulation No. 136, as amended).
Spring clocks, including:
Alarm, Decorative, Etc.

[Subdivision (xi) amended by Am. 22, 8 F.R. 12186, effective 9-2-43]

(xii) Portable lamps and shades (other than industrial lighting fixtures) including:

Boudoir lamps.
Desk lamps.
Floor lamps.
Table lamps.
Novelty lamps.
Wall lamps.
Oil lamps.
Torchiers.
Lamp shades.
Residential lighting fixtures, etc.

[Subdivision (xii) amended by Am. 38, effective 7-24-44]

(xiii) Electric light bulbs (other than radio tubes) including:

Arc.
Carbon.
Fluorescent.
Gaseous.
Incandescent.
Therapeutic.
Etc.

(xiv) Pictures and picture frames and mirror frames, including:
Pictures, framed.
Frames—photograph, picture, and mirror.

(xv) Optical goods, including:

Finished and semi-finished lenses for optical, ophthalmic, and scientific use.
Eye glass and spectacle cases.
Eye glass and spectacle frames and mountings.
Lenses for eye glasses and spectacles, white and colored.
Scientific optical instruments, including:
Microscopes and accessories.
Optical measuring instruments.
Scientific refracting instruments for oculists and optometrists.
Ophthalmic chairs, stools, tables, etc.
Ophthalmic units.
Refracting units.
Sun glasses and goggles.
Artificial eyes.
Binoculars.
Field glasses.
Opera glasses.
Telescopes.
Shooting glasses.
Contact lenses.
Prisms.
Magnifying glasses.
Loupes.
Readers.
Etc.

[Subdivision (xv) amended by Am. 25, 8 F.R. 14766, effective 11-3-43; and Am. 38, effective 7-24-44]

(xvi) Meteorological instruments (for household, office and advertising use only).

Barometers.
Hygrometers.
Thermometers.

(xvii) Compasses (except marine and aircraft).
(xviii) Smokers' articles (except tobacco, cigars, and cigarettes), including:

Cigarette cases.
Cigarette and cigar holders, pipes, pouches, etc.
Pipe cleaners.
Cigarette lighters.
Etc.
(xix) Umbrellas and canes.
(xx) Hair goods, including:
Braids.
Etc.

[Subparagraph (xx) amended by Am. 12, 8 F.R. 5759, effective 5-1-43]

(xxi) Military type kits and bags made of canvas, duck, imitation leather and leather; unfitted and fitted, including drugs, toiletries, notions, sewing and shoe shine equipment.

Duffle bags
Money belts and pockets
Apron kits, fitted and unfitted

[Subdivision (xxi) added by Am. 16, 8 F.R. 9836, effective 7-20-43]

(11) Radio and phonograph equipment.

Phonographs (except domestic electrical phonographs).
Phonograph accessories, but not records.
Domestic radio accessories, but not radio parts.

(12) Musical instruments, parts, and accessories, including toy and novelty musical instruments.
(13) Photograph, photoengraving, and photocopying equipment and allied supplies.

Cameras and photographic films, equipment, accessories, and materials, except chemicals.
Motion picture cameras, projectors, and apparatus.
Photoengraving machines, apparatus, and supplies.
Photocopying (including photostating and micro-filming) machines, apparatus and supplies.

(14) Sporting goods made of new materials (except clothing and shoes) and reprocessed golf balls with used centers.

[Subparagraph (14) amended by Am. 16, 8 F.R. 9836, effective 7-20-43]

(15) Toys and games.
(16) Wheel goods:

Baby carriages.
Bicycles (except bicycles for which maximum prices are established by agreement with the Office of Price Administration.
Bicycle accessories and parts, except tires and tubes.
Go-carts.
Motor bicycles and motor scooters.
Wheel chairs.

(17) Health supplies, equipment and subassemblies thereof (not including drugs, chemicals and medicines except when packed in and sold as a part of first aid kits) and not including rubber drug sundries covered by MPR No. 300.[21]

[Subparagraph (17) amended by Am. 16, 8 F.R. 9836, effective 7-20-43]

(i) Surgical instruments, equipment and supplies.
(ii) Dental instruments, equipment and supplies.
(iii) Veterinarian instruments, equipment and supplies.
(iv) Hospital, examining room, and diagnostic equipment and supplies.
(v) Electro-medical equipment and supplies (including x-ray and electric-therapeutic).
(vi) Anesthesia, oxygen and respiratory equipment and supplies.
(vii) Hypodermic equipment.
(viii) Corrective equipment, including knitted elastic corrective garments, trusses, etc.
(ix) Fracture equipment and supplies.
(x) Prosthetic devices, appliances, and supplies, except artificial limbs and orthopedic appliances.

[Subdivision (x) revoked; former (xi), (xii) and (xiii) redesignated (x), (xi) and (xii) by Am. 25, 8 F.R. 14766, effective 11-3-43. New subdivision (x) amended by Am. 25]

(xi) Other health supplies:
(a) Sutures and suture needles.
(b) Clinical thermometers.
(c) Surgical dressings and surgical dressing materials.
(d) First aid kits.
(e) Exercise machines and devices. Etc.
(xii) Parts and sub-assemblies designed especially for the foregoing items in this subparagraph 17 except those covered by Maximum Price Regulations Nos. 136, 147[22] and 198.[23]

[Subparagraph (18) revoked; former (19), (20) and (21) redesignated (18), (19) and (20) by Am. 25]

(18) Industrial safety equipment (not including shoes, and scientific instruments or safety guards covered by Maximum Price Regulation No. 136, as amended,) including:

Clothing designed for protection against specific industrial hazards: coats, pants, suits, aprons, sleeves, gloves, and like articles containing (1) metal or mineral insulation or reinforcement (such as asbestos); or (2) fabric or leather specially treated to resist extreme heat, extreme cold or chemical reagents.

Gloves, sleeves, aprons and like articles made of natural, synthetic and substitute rubber are not covered, but are under the jurisdiction of Maximum Price Regulation Nos. 220 or 330. Work clothes and work gloves (whether of fabric or leather) without the features enumerated are excluded.

Gas Masks.
Goggles, faceshields, goggle cases, etc.
Helmets, safety hats, etc.
Protective shields, sleeves, toe guards, etc.
Respirators.
Safety lamps.

[Subparagraph (18), formerly (19), amended by Am. 16, 8 F.R. 9836, effective 7-20-43; and Am. 38, effective 7-24-44]

(19) Rope and cordage, etc.
Rope and cordage including grommets made from rope (except those manufactured from cotton and synthetic fibers).
Rope halters.
Wrapping twines (except cotton).

(20) Unclassified:

Ammunition for small arms, but not including tear gas equipment.
Amusement machines, coin operated.
Automobile seat coverings, fiber.
Bells, hand (except dinner bells).

[17] 2 F.R. 10813, 13172, 15255; 9 F.R. 396.
[18] 7 F.R. 4273, 4541, 4618, 5180, 5716, 6004, 6424, 8948; 8 F.R. 3948, 7507, 15609, 17374; 9 F.R. 1456.
[19] 8 F.R. 16689; 9 F.R. 1116.
[20] 7 F.R. 3036, 3858, 6474, 7203, 8939, 8948; 8 F.R. 16995; 9 F.R. 393.
[21] 8 F.R. 9203, 11251, 13173, 14984; 9 F.R. 94, 575, 2287.
[22] 7 F.R. 3808, 3905, 8948; 8 F.R. 8361.
[23] 7 F.R. 6078, 7254, 8016, 8945; 8 F.R. 11812, 15194, 15430.

Butcher saws.
Dry cell batteries.
Fire extinguishers.
Portable battery lights, including flashlights, hand lanterns, etc., and batteries and accessories used for such lights.
Hearing aids (electric), hearing aid batteries, and accessories.
Jewelers' tools.
Manually operated tire pumps.
Pocket knives.
Spittoons and cuspidors.
Razors.
Razor blades.
Water coolers.
Christmas tree ornaments.
Christmas trees, artificial.
Cork stoppers.
Finished flag poles and staffs.
Bird leg bands.
Poker chips.
Hand cuffs, billies, etc.
Manufactured chalk for billiard, bowling, carpenters, drawing, tailor, etc., use.
Candles.
Wire baskets for commercial use.
Wallets, coin purses, billfolds and small leather goods other than womens' and children's hand bags, pocketbooks and purses.

[Subparagraph (20), formerly (21), amended by Am. 8, 8 F.R. 3788, effective 3–31–43; Am. 12, 8 F.R. 5759, effective 5–1–43; Am. 16, 8 F.R. 9836, effective 7–20–43; and Am. 38, effective 7–24–44]

[§ 1499.166 amended by Am. 4, 8 F.R. 537]

§ 1499.167 *Appendix B.* The maximum prices for articles set forth below may be adjusted in accordance with provisions of § 1499.161 (a) (2) of this Maximum Price Regulation No. 188.

NOTE: The articles listed below are not intended to include (a) any commodity subject to a specific maximum price regulation or price schedule in effect on August 1, 1942, or issued any time thereafter, or (b) any commodity exempted from the General Maximum Price Regulation by any supplementary regulation thereto, in effect on August 1, 1942, or issued any time thereafter. Since the designations of some articles are broad enough in certain instances to suggest that articles are included which are intended to be excluded, other regulations which might be applicable to the article or type of article have been indicated. Manufacturers selling articles listed below should, before seeking an adjustment of their maximum prices in accordance with this regulation, determine whether specific price regulations or regulations supplementary to the General Maximum Price Regulation have been issued subsequent to the date of this regulation with respect to the articles so listed.

Concrete products:
Building blocks and bricks.
Cast shapes and cast stone.
Tile and tiling.
Sewer and culvert pipe.
Drain tile.
Posts, piles, and cribbing.
Terrazzo.
Septic tanks.
Grave vaults and liners.
Laundry trays.
Structural clay products:
Building brick (common and unglazed face)
Sand lime brick
Hollow tile, unglazed
Clay drain tile
Sand and gravel
Slag
Cinders
Crushed stone:
Construction
Metallurgical
Chemical
Ready-mixed concrete.
Rough stone:
Rubble
Riprap
Field stone
Dimension stone:
Limestone
Granite
Marble
Sandstone
Basalt and related rocks
Stoneware and stoneware specialties for farm use.
Prosthetic devices, appliances, and supplies, except artificial limbs and orthopedic appliances.
Burial caskets and innersealers.
Crude and processed plastic and flint fire clay transported by wagon, truck or rail within 100 miles of the point of production.
Refractory stove lining brick.
Crude gypsum.
Hardwood butcher chopping and meat blocks.
Laminated hardwood butcher cutting tops.
Ladders manufactured for use in industrial plants.
Wet mops, wet mop heads, and mopsticks.
Surgical, dental, and optical instruments.

[Appendix B added by Am. 9, 8 F.R. 3850, effective 4–2–43; amended by Am. 11, 8 F.R. 4931, effective 4–21–43; Am. 14, 8 F.R. 8751, effective 6–24–43; Am. 17, 8 F.R. 10433, effective 7–30–43; Am. 19, 8 F.R. 11037, effective 8–12–43; Am. 20, 8 F.R. 12406, effective 9–11–43; Am. 25, 8 F.R. 14766, effective 11–3–43; Am. 29, 9 F.R. 2556, effective 3–10–44; Am. 31, 9 F.R. 3858, effective 4–15–44; Am. 32, 9 F.R. 4396, effective 4–29–44; Am. 33, 9 F.R. 4506, effective 5–2–44; Am. 34, 9 F.R. 4882, effective 5–11–44; and Am. 37, 9 F.R. 7858, effective 7–17–44]

NOTE: All reporting and record-keeping requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 19th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10771; Filed, July 19, 1944; 2:59 p. m.]

PART 1305—ADMINISTRATION

[Gen. RO 5,[1] Amdt. 75]

FOOD RATIONING FOR INSTITUTIONAL USERS

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

General Ration Order No. 5 is amended in the following respects:

1. A new section 15.2 (c) is added to read as follows:

(c) Processed foods and foods covered by Revised Ration Order 16 which are acquired by an institutional user at less than their full point value under section 9.11 of Revised Ration Order 13 and section 6.10 or 10.11 of Revised Ration Order 16, respectively, shall, for all purposes of paragraph (a), be considered to have, at the time of use, the point value at which he acquired them.

2. A new section 15.5 (b) (5) is added to read as follows:

(5) Processed foods or foods covered by Revised Ration Order 16 which are acquired at less than their full point value under section 9.11 of Revised Ration Order 13 and section 6.10 or 10.11 of Revised Ration Order 16, respectively.

This amendment shall become effective July 24, 1944.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719, E.O. 9280, 7 F.R. 10179; WPB Dir. 1, Supp. Dir. 1–E, 1–M, and 1–R, 7 F.R. 562, 2965, 7234, 9684, respectively; War Food Order Nos. 56, 58, 59, 61, and 64, 8 F.R. 2005, 2251, 3471, 7093, 9 F.R. 4319)

Issued this 20th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10851; Filed, July 20, 1944; 11:39 a. m.]

PART 1306—IRON AND STEEL

[RPS 49,[1] Amdt. 26]

RESALE OF IRON OR STEEL PRODUCTS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

1. In § 1306.165 (b) (1) (ii), Zone One Price Component Index, column "K" entitled "Miscellaneous Extras" opposite the product "Hot Rolled Alloy Bars" delete the word "None" and insert in lieu thereof the designation "K–2".

2. In § 1306.165 (b) (1) (ii), Table F–7, Part B, a further proviso is added to read as follows:

Provided further, That the charge permitted by Part B of this table need in no instance be less than the charge permitted by Part A of this table for a similar treatment or quality.

3. In § 1306.165 (b) (1) (ii), that portion of Table G–1 following the subtitle "Beams" and preceding the subtitle "Wide Flange Sections" is amended by deleting the words "and channels" each time they appear therein.

4. In § 1306.165 (b) (1) (ii), that portion of Table G–1 following the heading "Channels" and preceding the heading "Structural Angles" is amended to read as follows:

CHANNELS

Standard channels and car and shipbuilding channels 3" to 15" inclusive (except 7" x 18.8 lbs.)	Base
Standard channels and car and shipbuilding channels over 15"	$0.10
Car and shipbuilding channel 7" x 18.8 lbs. (A. A. R. Side Sill)	.15
Car channels 4" x 13.8 lbs	.10

5. In § 1306.165 (b) (1) (ii), that portion of Table G–3 entitled "Flats—Square Edge and Round Edge" is amended by adding after the words "for bevelled edge sections ____ add $0.10" the words "and for double bevelled edge sections ____ add $0.25".

6. In § 1306.165 (b) (1) (ii), Table G–3, that portion bearing the subtitle "Rounds, Squares and Twisted Squares" is amended by adding a new first line to read as follows:

3/16	$2.00

7. In § 1306.165 (b) (1) (ii), that portion of Table G–3 beginning with the subtitle "Half Ovals" and preceding the subtitle "Half Rounds—Solid" is amended to read as follows:

HALF OVALS

Width in inches—thicknesses in inches and BWG gauges:	
1 to 4 x 1/4 or heavier	$0.40
1 to 4 x Nos. 7, 8, 9 and 3/16	.50
1 to 4 x Nos. 10, 11, 12 and 1/8	.70
3/4 to 1 5/16 x 5/16 or heavier	.70
3/4 to 1 5/16 x Nos. 10, 11, 12 and 1/8	.90
3/4 to 1 5/16 x Nos. 13, 14 and 15	1.20
5/8 to 1 1/16 x 5/32 or heavier	.90
5/8 to 1 1/16 x Nos. 10, 11, 12 and 1/8	1.20
5/8 to 1 1/16 x Nos. 13, 14 and 15	1.40
1/2 to 9/16 x 1/8 or heavier	1.20
1/2 to 9/16 x Nos. 13, 14 and 15	1.60
1/2 x No. 12	1.60
3/8 to 7/16 x 5/32 or heavier	2.00
3/8 to 7/16 x Nos. 14 and 15	2.40

8. In § 1306.165 (b) (1) (ii), that portion of Table G–3 beginning with subtitle "Channels" and preceding the subtitle "Tees" is amended to read as follows:

CHANNELS

Width in inches—thicknesses in inches and BWG gauges:	
1 1/2 or wider, but under 3 wide, x 3/16 or heavier	$0.25
1 1/2 or wider, but under 3 wide, x 1/8	.40
1 1/2 x 1 1/2 x 3/16 (special box channel)	.40
1 to 1 1/4 x 3/16 or heavier	.50
1 to 1 1/4 x 1/8	.70
1 to 1 1/4 x 1/64	1.00
1 x 3/8 x .079	.50
3/4 and 7/8 x 3/16 or heavier	.60
3/4 and 7/8 x 1/8	.70

CHANNELS—Continued

Width in inches—thicknesses in inches and BWG gauges—Continued.	
3/4 and 7/8 x 1/64	$0.80
3/4 x 13/32 x 3/32	1.00
3/4 x No. 15 and 1/64	1.00
5/8 x 1/8 or heavier	1.70
5/8 x 5/16 x 1/8	1.70
5/8 x 3/32	2.00
1/2 x 1/4 x 3/32	3.00
1/2 x 1/64 or heavier	2.50
1/2 x 1/64	3.00

9. In § 1306.165 (b) (1) (ii), Table H–3–d, the part of the table entitled "Shapes (not listed above)" the reference appearing beneath "Cross Sectional Area" which now reads "(see table on page 260)" is amended to read "(see Table H–3–g)".

10. In § 1306.165 (b) (1) (ii), Table K–2 entitled "Pickling Extras" is amended to read as follows:

a. *Pickling extras on material pickled by a producing mill or carried in warehouse stock in pickled condition*—1. *Hot rolled sheets.*

12 gauge or heavier	$0.15
13 to 20 gauge, inclusive	.20
21 and 22 gauge	.25
23 gauge and lighter	.30
2. *Plates (except floor plates)*	
For pickling plates (includes oiling or liming)	$0.25
For pickling plates (not including oiling or liming)	.15
For oiling plates	.10
3. *Hot rolled bars*	
Pickling	$0.15
Oiling	.10
Pickling and liming	.25
Pickling and oiling	.25
4. *Hot rolled strip (hoop and band sizes)*	

B. W. G. No.	Heavier than 6	6, 7, and 8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Decimal equivalent in inches	0.2499 to 0.2031	0.203 to 0.162	0.161 to 0.146	0.145 to 0.132	0.131 to 0.118	0.117 to 0.105	0.104 to 0.090	0.089 to 0.076	0.075 to 0.068	0.067 to 0.061	0.060 to 0.054	0.053 to 0.047	0.046 to 0.041	0.040 to 0.035	0.034 to 0.032	0.031 to 0.028	0.027 to 0.025
Width in inches:																	
Under 1 1/2	-------	$0.55	$0.55	$0.55	$0.55	$0.55	$0.70	$0.70	$0.70	$0.70	$0.90	$0.90	$0.90	$0.90	$1.25	$1.25	$1.25
1 1/2 to 5	-------	.40	.40	.40	.40	.40	.55	.55	.55	.55	.70	.70	.70	.70	1.05	1.05	1.05
5 1/16 to 6	-------	.25	.25	.25	.25	.25	.35	.35	.35	.35	.45	.45	.45	.45	-------	-------	-------
6 1/16 to 12	$0.25	.25	.25	.25	.25	.25	.35	.35	.35	.35	.45	.45	.45	.45	-------	-------	-------

b. *Job pickling extras applying on material pickled for specific customer's order by a local shop or by the person making the sale*—1. *Hot Rolled Sheets and Hot Rolled Bars.* The extras listed in A above plus $0.25 per 100 lbs.

2. *Plates.* The extras listed in A above plus $0.20 per 100 lbs.

3. *Hot Rolled Strip.* The extras listed in A above only.

11. In § 1306.165 (b) (2) (ii), Zone Two Price Component Index, column "K" entitled "Miscellaneous Extras" opposite the product "Hot Rolled Alloy Bars" delete the word "None" and insert in lieu thereof the designation "K–2".

12. In § 1306.165 (b) (2) (ii), Table F–7, Part B, a further proviso is added to read as follows:

Provided further, That the charge permitted by Part B of this table need in no instance be less than the charge permitted by Part A of this table for a similar treatment or quality.

13. In § 1306.165 (b) (2) (ii), that portion of Table G–1 following the subtitle "Beams" and preceding the subtitle "Wide Flange Sections" is amended by deleting the words "and channels" each time they appear therein.

14. In § 1306.165 (b) (2) (ii), that portion of Table G–1 following the heading "Channels" and preceding the heading "Structural Angles" is amended to read as follows:

CHANNELS

Standard channels and car and shipbuilding channels 3" to 15" inclusive (except 7" x 18.8 lbs.)	Base
Standard channels and car and shipbuilding channels over 15"	$0.10
Standard shipbuilding channel 7" x 18.8 lbs. (A. A. R. side sill)	.15
Car channels 4" x 13.8 lbs	.10

15. In § 1306.165 (b) (2) (ii), Table G–4, that portion bearing the subtitle "Rounds, Squares and Twisted Squares"

[1] 8 F.R. 10002, 11479, 11480, 11676, 12403, 12483, 12744, 14472, 15488, 16787, 17485, 9 F.R. 401, 455, 692, 1810, 2212, 2252, 2287, 2476, 2789, 3030, 3075, 3340, 3577, 3704, 4196, 4393, 4647, 4873, 5041, 5232, 5684, 5826, 5916, 6108.

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 4608, 4542, 7257, 7595, 7769, 7909, 9750, 9530, 13553, 13669; 9 F.R. 604, 1054, 3649, 4390, 4944, 5987, 6505.

is amended by adding a new first line to read as follows:

3/16	$2.00

16. In § 1306.165 (b) (2) (ii), that portion of Table G–4 entitled "Flats—Square Edge and Round Edge" is amended by adding after the words "for bevelled edge sections ____ add $0.10" the words "and for double bevelled edge sections ____ add $0.25".

17. In § 1306.165 (b) (2) (ii), that portion of Table G–4 beginning with the subtitle "Half Ovals" and preceding the subtitle "Half Rounds—Solid" is amended to read as follows:

HALF OVALS

Width in inches—thicknesses in inches and BWG guages:	
1 to 4 x 1/4 or heavier	$0.40
1 to 4 x Nos. 7, 8, 9 and 3/16	.50
1 to 4 x Nos. 10, 11, 12 and 1/8	.70
5/16 to 15/16 x 3/16 or heavier	.70
3/4 to 15/16 x Nos. 10, 11, 12 and 1/8	.90
3/4 to 15/16 x Nos. 13, 14 and 15	1.20
5/8 to 11/16 x 3/32 or heavier	.90
5/8 to 11/16 x Nos. 10, 11, 12 and 1/8	1.20
5/8 to 11/16 x Nos. 13, 14 and 15	1.40
1/2 to 9/16 x 1/8 or heavier	1.20
1/2 to 9/16 x Nos. 13, 14 and 15	1.60
1/2 x No. 12	1.60

HALF OVALS—Continued

Width in inches—thicknesses in inches and BWG guages—Continued.	
3/8 to 7/16 x 3/32 or heavier	$2.00
3/8 to 7/16 x Nos. 14 and 15	2.40

18. In § 1306.165 (b) (2) (ii), that portion of Table G–4 beginning with the subtitle "Channels" and preceding the subtitle "Tees" is amended to read as follows:

CHANNELS

Width in inches—thicknesses in inches and BWG gauges:	
1½ or wider, but under 3 wide, x 3/16 or heavier	$0.25
1½ or wider, but under 3 wide, x 1/8	.40
½ x 1½ x 3/16 (special box channel)	.40
1 to 1¼ x 3/16 or heavier	.40
1 to 1¼ x 1/8	.50
1 to 1¼ x 7/64	.70
1 x 3/8 x .079	1.00
¾ and ⅞ x 3/16 or heavier	.50
¾ and ⅞ x 1/8	.60
¾ and ⅞ x 7/64	.80
¾ x 1 1/32 x 3/32	1.00
¾ x No. 15 and 5/64	1.00
⅝ x 1/8 or heavier	1.70
⅝ x 5/16 x 1/8	1.70
⅝ x 3/32	2.00
½ x ¼ x 3/32	3.00
½ x 7/64 or heavier	2.50
½ x 5/64	3.00

19. In § 1306.165 (b) (2) (ii), Table H–6 entitled "Hack saw cutting carbon steel bars .60 mean of carbon and over and hot rolled and cold finished alloy bars", the first line which now reads "Hack sawing charges per cut to any length 0'1'' and over, of one cross-section, analysis and finish" is amended to read as follows:

Hack sawing charges per cut to any one length 0'1'' and over, of one cross-section, analysis and finish.

20. In § 1306.165 (b) (2) (ii), Table K–2 entitled "Pickling Extras" is amended to read as follows:

a. *Pickling extras on material pickled by a producing mill or carried in warehouse stock in pickled condition—1. Hot rolled sheets.*

12 gauge or heavier	$0.15
13 to 20 gauge, inclusive	.20
21 and 22 gauge	.25
23 gauge and lighter	.30

2. Plates (except floor plates):

For pickling plates (includes oiling or liming)	.25
For pickling plates (not including oiling or liming)	.15
For oiling plates	.10

3. Hot rolled bars:

Pickling	.15
Oiling	.10
Pickling and liming	.25
Pickling and oiling	.25

4. Hot rolled strip (hoop and band sizes).

B. W. G. No.	Heavier than 6	6, 7, and 8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Decimal equivalent in inches	0.2499 to 0.2031	0.203 to 0.162	0.161 to 0.146	0.145 to 0.132	0.131 to 0.118	0.117 to 0.105	0.104 to 0.090	0.089 to 0.076	0.075 to 0.068	0.067 to 0.061	0.060 to 0.054	0.053 to 0.047	0.046 to 0.041	0.040 to 0.035	0.034 to 0.032	0.031 to 0.028	0.027 to 0.025
Width in inches:																	
Under 1½	-------	$0.55	$0.55	$0.55	$0.55	$0.55	$0.70	$0.70	$0.70	$0.70	$0.90	$0.90	$0.90	$0.90	$1.25	$1.25	$1.25
1½ to 5	-------	.40	.40	.40	.40	.40	.55	.55	.55	.55	.70	.70	.70	.70	1.05	1.05	1.05
5 5/16 to 6	-------	.25	.25	.25	.25	.25	.35	.35	.35	.35	.45	.45	.45	.45	-------	-------	-------
6 5/16 to 12	$0.25	.25	.25	.25	.25	.25	.35	.35	.35	.35	.45	.45	.45	.45	-------	-------	-------

B. Job pickling extras applying on material pickled for specific customer's order by a local shop or by the person making the sale—1. Hot rolled sheets and hot rolled bars. The extras listed in A above plus $0.25 per 100 lbs.

2. Plates. The extras listed in A above plus $0.20 per 100 lbs.

3. Hot rolled strip. The extras listed in A above only.

21. In § 1306.165 (b) (3) (ii), Zone Three Price Component Index, column "K" entitled "Miscellaneous extras" opposite the product "Hot Rolled Alloy Bars" delete the word "None" and insert in lieu thereof the designation "K–2".

22. In § 1306.165 (b) (3) (ii), Table F–8, Part B, a further proviso is added to read as follows:

Provided further, That the charge permitted by Part B of this table need in no instance be less than the charge permitted by Part A of this table for a similar treatment or quality.

23. In § 1306.165 (b) (3) (ii), that portion of Table G–1 following the subtitle "Beams" and preceding the subtitle "Wide Flange Sections" is amended by deleting the words "and channels" each time they appear therein.

24. In § 1306.165 (b) (3) (ii), that portion of Table G–1 following the heading "Channels" and preceding the heading "Structural Angles" is amended to read as follows:

CHANNELS

Standard channels and car and shipbuilding channels 3" to 15" inclusive (except 7" x 18.8 lbs.)	Base
Standard channels and car and shipbuilding channels over 15"	$0.10
Standard shipbuilding channel 7" x 18.8 lbs. (A. A. R. side sill)	.15
Car channels 4" x 13.8 lbs	.10

25. In § 1306.165 (b) (3) (ii), Table G–4, that portion bearing the subtitle "Rounds, Squares and Twisted Squares" is amended by adding a new first line to read as follows:

5/16	$2.00

26. In § 1306.165 (b) (3) (ii), that portion of Table G–4 entitled "Flats—Square Edge and Round Edge" is amended by adding after the words "for bevelled edge sections ____ add $0.10" the words "and for double bevelled edge sections ____ add $0.25".

27. In § 1306.165 (b) (3) (ii), that portion of Table G–4 beginning with the subtitle "Half Ovals" and preceding the subtitle "Half Rounds—Solid" is amended to read as follows:

HALF OVALS

Width in inches—thicknesses in inches and BWG gauges:	
1 to 4 x 1/4 or heavier	$0.40
1 to 4 x Nos. 7, 8, 9 and 3/16	.50
1 to 4 x Nos. 10, 11, 12 and 1/8	.70
3/4 to 15/16 x 3/16 or heavier	.70
3/4 to 15/16 x Nos. 10, 11, 12 and 1/8	.90
3/4 to 15/16 x Nos. 13, 14 and 15	1.20
5/8 to 11/16 x 3/32 or heavier	.90
5/8 to 11/16 x Nos. 10, 11, 12 and 1/8	1.20
5/8 to 11/16 x Nos. 13, 14 and 15	1.40
1/2 to 9/16 x 1/8 or heavier	1.20
1/2 to 9/16 x Nos. 13, 14 and 15	1.60
1/2 x No. 12	1.60
3/8 to 7/16 x 3/32 or heavier	2.00
3/8 to 7/16 x Nos. 14 and 15	2.40

28. In § 1306.165 (b) (3) (ii), that portion of Table G–4 beginning with the subtitle "Channels" and preceding the subtitle "Tees" is amended to read as follows:

CHANNELS

Width in inches—thicknesses in inches and BWG gauges:	
1½ or wider, but under 3 wide, x 3/16 or heavier	$0.25
1½ or wider, but under 3 wide, x 1/8	.40
1½ x 1½ x 3/16 (special box channel)	.40
1 to 1¼ x 3/16 or heavier	.40
1 to 1¼ x 1/8	.50
1 to 1¼ x 7/64	.70

CHANNELS—Continued

Width in inches—thicknesses in inches and BWG gauges—Continued.	
1 x 3/8 x .079	$1.00
¾ and ⅞ x 3/16 or heavier	.50
¾ and ⅞ x 1/8	.60
¾ and ⅞ x 7/64	.80
¾ x 1 1/32 x 3/32	1.00
¾ x No. 15 and 5/64	1.00
⅝ x 1/8 or heavier	1.70
⅝ x 5/16 x 1/8	1.70
⅝ x 3/32	2.00
½ x ¼ x 3/32	3.00
½ x 7/64 or heavier	2.50
½ x 5/64	3.00

29. In § 1306.165 (b) (3) (ii), Table H–6 entitled "Hack saw cutting carbon steel bars .60 mean of carbon and over and hot rolled and cold finished alloy bars", the first line which now reads "Hack sawing charges per cut to any length 0'1'' and over, of one cross-section, analysis and finish" is amended to read as follows:

Hack sawing charges per cut to any one length 0'1'' and over, of one cross-section, analysis and finish.

30. In § 1306.165 (b) (3) (ii), Table H–12 entitled "Stainless Steel Angles" is amended to read as follows:

TABLE H–12—STAINLESS STEEL ANGLES

Under 12"	No extra
12" to under 36"	$0.50
36" to under 60"	1.00
60" to under 120"	1.50
120" and over	2.00

All angles cut to length shall be billed on the net weight of cut material ordered.

31. In § 1306.165 (b) (3) (ii), Table K–2, entitled "Pickling Extras", is amended to read as follows:

a. Pickling extras on material pickled by a producing mill or carried in warehouse stock in pickled condition—1. Hot rolled sheets.

12 gauge or heavier	$0.15
13 to 20 gauge, inclusive	.20
21 and 22 gauge	.25
23 gauge and lighter	.30

2. Plates (except floor plates).

For pickling plates (includes oiling or liming)	$0.25
For pickling plates (not including oiling or liming)	.15
For oiling plates	.10

3. Hot rolled bars.

Pickling	$0.15
Oiling	.10
pickling and liming	.25
Pickling and oiling	.25

4. Hot rolled strip (hoop and band sizes).

B. W. G. No.	Heavier than 6	6, 7, and 8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Decimal equivalent in inches	0.2499 to 0.2031	0.203 to 0.162	0.161 to 0.146	0.145 to 0.132	0.131 to 0.118	0.117 to 0.105	0.104 to 0.090	0.089 to 0.076	0.075 to 0.068	0.067 to 0.061	0.060 to 0.054	0.053 to 0.047	0.046 to 0.041	0.040 to 0.035	0.034 to 0.032	0.031 to 0.028	0.027 to 0.025
Width in inches:																	
Under 1½	-------	$0.55	$0.55	$0.55	$0.55	$0.55	$0.70	$0.70	$0.70	$0.70	$0.90	$0.90	$0.90	$0.90	$1.25	$1.25	$1.25
1½ to 5	-------	.40	.40	.40	.40	.40	.55	.55	.55	.55	.70	.70	.70	.70	1.05	1.05	1.05
5 5/16 to 6	-------	.25	.25	.25	.25	.25	.35	.35	.35	.35	.45	.45	.45	.45	-------	-------	-------
6 5/16 to 12	$0.25	.25	.25	.25	.25	.25	.35	.35	.35	.35	.45	.45	.45	.45	-------	-------	-------

b. Job pickling extras applying on material pickled for specific customer's order by a local shop or by the person making the sale—1. Hot rolled sheets and hot rolled bars. The extras listed in A above plus $0.25 per 100 lbs.

2. Plates. The extras listed in A above plus $0.20 per 100 lbs.

3. Hot rolled strip. The extras listed in A above only.

32. In § 1306.165 (b) (4) (ii), Zone Four Price Component Index, column "K" entitled "Miscellaneous Extras" opposite the product "Hot Rolled Alloy Bars" delete the word "None" and insert in lieu thereof the designation "K–2".

33. In § 1306.165 (b) (4) (ii), Table F–8, Part B, a further proviso is added to read as follows:

Provided further, That the charge permitted by Part B of this table need in no instance be less than the charge permitted by Part A of this table for a similar treatment or quality.

34. In § 1306.165 (b) (4) (ii), that portion of Table G–1 following the subtitle "Beams" and preceding the subtitle "Wide Flange Sections" is amended by deleting the words "and channels" each time they appear therein.

35. In § 1306.165 (b) (4) (ii), that portion of Table G–1 following the heading "Channels" and preceding the heading "Structural Angles" is amended to read as follows:

CHANNELS

Standard channels and car and shipbuilding channels 3" to 15" inclusive (except 7" x 18.8 lbs.)	Base
Standard channels and car and shipbuilding channels over 15"	$0.10
Car and shipbuilding channels 7" x 18.8 lbs. (A. A. R. side sill)	.15
Car channels 4" x 13.8 lbs	.10

36. In § 1306.165 (b) (4) (ii), Table G–4 that portion bearing the subtitle "Rounds, Squares and Twisted Squares" is amended by adding a new first line to read as follows:

5/16	$2.00

37. In § 1306.165 (b) (4) (ii), that portion of Table G–4 entitled "Flats—Square Edge and Round Edge" is amended by adding after the words "for bevelled edge sections ____ add $0.10" the words "and for double bevelled edge sections ____ add $0.25".

38. In § 1306.165 (b) (4) (ii), that portion of Table G–4 beginning with the subtitle "Half Ovals" and preceding the subtitle "Half Rounds—Solid" is amended to read as follows:

HALF OVALS

Width in inches—thicknesses in inches and BWG gauges:	
1 to 4 x 1/4 or heavier	$0.40
1 to 4 x Nos. 7, 8, 9 and 3/16	.50
1 to 4 x Nos. 10, 11, 12 and 1/8	.70
3/4 to 15/16 x 3/16 or heavier	.70
3/4 to 15/16 x Nos. 10, 11, 12 and 1/8	.90
3/4 to 15/16 x Nos. 13, 14 and 15	1.20
5/8 to 11/16 x 3/32 or heavier	.90
5/8 to 11/16 x Nos. 10, 11, 12 and 1/8	1.20
5/8 to 11/16 x Nos. 13, 14 and 15	1.40
1/2 to 9/16 x 1/8 or heavier	1.20
1/2 to 9/16 x Nos. 13, 14 and 15	1.60
1/2 x No. 12	1.60
3/8 to 7/16 x 3/32 or heavier	2.00
3/8 to 7/16 x Nos. 14 and 15	2.40

39. In § 1306.165 (b) (4) (ii), that portion of Table G–4 beginning with the subtitle "Channels" and preceding the subtitle "Tees" is amended to read as follows:

CHANNELS

Width in inches—thicknesses in inches and BWG gauges:	
1½ or wider, but under 3 wide, x 3/16 or heavier	$0.25
1½ or wider, but under 3 wide, x 1/8	.40
1½ x 1½ x 3/16 (special box channel)	.40
1 to 1¼ x 3/16 or heavier	.40

CHANNELS—Continued

Width in inches—thicknesses in inches and BWG gauges—Continued.	
1 to 1¼ x 1/8	$0.50
1 to 1¼ x 7/64	.70
1 x 3/8 x .079	1.00
¾ and ⅞ x 3/16 or heavier	.50
¾ and ⅞ x 1/8	.60
¾ and ⅞ x 7/64	.80
¾ x 1 1/32 x 3/32	1.00
¾ x No. 15 and 5/64	1.00
⅝ x 1/8 or heavier	1.70
⅝ x 5/16 x 1/8	1.70
⅝ x 3/32	2.00
½ x ¼ x 3/32	3.00
½ x 7/64 or heavier	2.50
½ x 5/64	3.00

40. In § 1306.165 (b) (4) (ii), Table H–6 entitled "Hack saw cutting carbon steel bars .60 mean of carbon and over and hot rolled and cold finished alloy bars", the first line which now reads "Hack sawing charges per cut to any length 0'1'' and over, of one cross-section, analysis and finish" is amended to read as follows:

Hack sawing charges per cut to any one length 0'1'' and over, of one cross-section, analysis and finish.

41. In § 1306.165 (b) (4) (ii), Table K–2 entitled "Pickling Extras" is amended to read as follows:

a. Pickling extras on material pickled by a producing mill or carried in warehouse stock in pickled condition—1. Hot rolled sheets.

12 gauge or heavier	$0.15
13 to 20 gauge, inclusive	.20
21 and 22 gauge	.25
23 gauge and lighter	.30

2. Plates (except floor plates).

For pickling plates (includes oiling or liming)	$0.25
For pickling plates (not including oiling or liming)	.15
For oiling plates	.10

3. Hot rolled bars.

Pickling	$0.15
Oiling	.10
Pickling and liming	.25
Pickling and oiling	.25

4. *Hot rolled strip (hoop and band sizes).*

B. W. G. No.	Heavier than 6	6, 7, and 8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Decimal equivalent in inches	0.2499 to 0.2031	0.203 to 0.162	0.161 to 0.146	0.145 to 0.132	0.131 to 0.118	0.117 to 0.105	0.104 to 0.090	0.089 to 0.076	0.075 to 0.068	0.067 to 0.061	0.060 to 0.054	0.053 to 0.047	0.046 to 0.041	0.040 to 0.035	0.034 to 0.032	0.031 to 0.028	0.027 to 0.025
Width in inches:																	
Under 1½	-------	$0.55	$0.55	$0.55	$0.55	$0.55	$0.70	$0.70	$0.70	$0.70	$0.90	$0.90	$0.90	$0.90	$1.25	$1.25	$1.25
1½ to 5	-------	.40	.40	.40	.40	.40	.55	.55	.55	.55	.70	.70	.70	.70	1.05	1.05	1.05
5½ to 6	-------	.25	.25	.25	.25	.25	.35	.35	.35	.35	.45	.45	.45	.45	-------	-------	-------
6½ to 12	$0.25	.25	.25	.25	.25	.25	.35	.35	.35	.35	.45	.45	.45	.45	-------	-------	-------

b. *Job pickling extras applying on material pickled for specific customer's order by a local shop or by the person making the sale*—1. *Hot rolled sheets and hot rolled bars.* The extras listed in A above plus $0.25 per 100 lbs.

2. *Plates.* The extras listed in A above plus $0.20 per 100 lbs.

3. *Hot rolled strip.* The extras listed in A above only.

42. In § 1306.165 (b) (5) (ii), Zone Five Price Component Index, column "K" entitled "Miscellaneous Extras" opposite the product "Hot Rolled Alloy Bars" delete the word "None" and insert in lieu thereof the designation "K–2".

43. That portion of § 1306.165 (b) (5) (ii) beginning with the heading "Freight" and preceding the heading "Spread" is amended to read as follows:

Freight. (Rate per 100 lbs. in effect at time of shipment). Freight may be added for less-than-carload shipments as follows:

TABLE C–1—ALL PRODUCTS EXCEPT HOT ROLLED AND COLD FINISHED ALLOY BARS, STAINLESS STEEL SHEETS, BARS, PLATES AND ANGLES

a. *Standard provision.* The less-than-carload rate of freight from the governing basing point to destination with the following exceptions:

(1) If a product is shipped to a destination within the switching limits of Pittsburgh, Pennsylvania; Cleveland, Ohio; Buffalo, New York; or Detroit, Michigan, and if that city is designated as a basing point for such product, freight may be added at the rate of $0.10 per 100 pounds.

(2) If a product is shipped to a destination within the switching limits of Middletown, Ohio, or Youngstown, Ohio, and if that city is designated as a basing point for such product, no freight may be added.

b. *Maximum freight absorption provision.* Part A of this Table C–1 shall not be applicable where the shipping point and the destination are both within Zone Five and the sum of the shipping point price plus the less-than-carload rate of freight from the shipping point to destination is greater than the zone destination price (computed without regard to this Part B) by more than $0.30 per 100 pounds.

In such cases freight shall be computed in accordance with whichever of the following alternatives results in the higher charge:

1. The sum of (a) the less-than-carload rate of freight from basing point to shipping point plus (b) the less-than-carload rate of freight from shipping point to destination minus (c) a deduction at the rate of $0.30 per 100 pounds ("basing point", in this instance, refers to the basing point the use of which results in the lowest price at the shipping point); or

2. The sum of (a) the less-than-carload rate of freight from basing point to shipping point plus (b) the transportation charges actually paid from shipping point to destination minus (c) a deduction at the rate of $0.40 per 100 pounds ("basing point", in this instance, refers to the basing point the use of which results in the lowest price at the shipping point).

TABLE C–2—HOT ROLLED AND COLD FINISHED ALLOY BARS; STAINLESS STEEL SHEETS, BARS, PLATES AND ANGLES.

a. *Standard provision.* The less-than-carload rate of freight from the governing basing point to destination with the exception that no freight may be added for shipments to a destination within the switching limits of a basing point for the product shipped.

b. *Maximum freight absorption provision.* Part A of this Table C–1 shall not be applicable where the shipping point and the destination are both within Zone Five and the sum of the shipping point price plus less-than-carload freight from shipping point to destination is greater than the zone destination price (computed without regard to this Part B) by more than $0.30 per 100 pounds.

In such cases freight shall be computed in accordance with whichever of the following alternatives results in the higher charge:

1. The sum of (a) the less-than-carload rate of freight from basing point to shipping point plus (b) the less-than-carload rate of freight from shipping point to destination minus (c) a deduction at the rate of $0.30 per 100 pounds ("basing point", in this instance, refers to the basing point the use of which results in the lowest price at the shipping point); or

2. The sum of (a) the less-than-carload rate of freight from basing point to shipping point plus (b) the transportation charges actually paid from shipping point to destination minus (c) a deduction at the rate of $0.40 per 100 pounds ("basing point", in this instance, refers to the basing point the use of which results in the lowest price at the shipping point).

44. In § 1306.165 (b) (5) (ii), Table F–8, Part B, a further proviso is added to read as follows:

Provided further, That the charge permitted by Part B of this table need in no instance be less than the charge permitted by Part A of this table for a similar treatment or quality.

45. In § 1306.165 (b) (5) (ii), that portion of Table G–1 following the subtitle "Beams" and preceding the subtitle "Wide Flange Sections" is amended by deleting the words "and channels" each time they appear therein.

46. In § 1306.165 (b) (5) (ii), that portion of Table G–1 following the heading "Channels" and preceding the heading "Structural Angles" is amended to read as follows:

CHANNELS

Standard channels and car and shipbuilding channels 3" to 15" inclusive (except 7" x 18.8 lbs.)	Base
Standard channels and car and shipbuilding channels over 15"	$0.10
Standard shipbuilding channel 7" x 18.8 lbs. (A. A. R. side sill)	$0.15
Car channels 4" x 13.8 lbs	.10

47. In § 1306.165 (b) (5) (ii), Table G–4, that portion bearing the subtitle "Rounds, Squares and Twisted Squares" is amended by adding a new first line to read as follows:

5/16	$2.00

48. In § 1306.165 (b) (5) (ii), that portion of Table G–4 entitled "Flats—Square Edge and Round Edge" is amended by adding after the words "for bevelled edge sections ____ add $0.10" the words "and for double bevelled edge sections ____ add $0.25".

49. In § 1306.165 (b) (5) (ii), that portion of Table G–4 beginning with the subtitle "Half Ovals" and preceding the subtitle "Half Rounds—Solid" is amended to read as follows:

HALF OVALS

Width in inches—thicknesses in inches and BWG gauges:	
1 to 4 x ¼ or heavier	$0.40
1 to 4 x Nos. 7, 8, 9 and 5/16	.60
1 to 4 x Nos. 10, 11, 12 and ⅛	.70
¾ to 1 5/16 x 5/16 or heavier	.70
¾ to 1 5/16 x Nos. 10, 11, 12 and ⅛	.90
¾ to 1 5/16 x Nos. 13, 14 and 15	1.20
⅞ to 1 11/16 x 5/32 or heavier	.90
⅞ to 1 11/16 x Nos. 10, 11, 12 and ⅛	1.20
⅞ to 1 11/16 x Nos. 13, 14 and 15	1.40
½ to 9/16 x ⅛ or heavier	1.20
½ to 9/16 x Nos. 13, 14 and 15	1.60
½ x No. 12	1.60
5/8 to 7/16 x 5/32 or heavier	2.00
5/8 to 7/16 x Nos. 14 and 15	2.40

50. In § 1306.165 (b) (5) (ii), that portion of Table G–4 beginning with the subtitle "Channels" and preceding the subtitle "Tees" is amended to read as follows:

CHANNELS

Width in inches—thicknesses in inches and BWG gauges:	
1½ or wider, but under 3 wide, x 3/16 or heavier	$0.25
1½ or wider, but under 3 wide, x ⅛	.40
1½ x 1½ x 3/16 (special box channel)	.40
1 to 1¼ x 3/16 or heavier	.40
1 to 1¼ x ⅛	.50
1 to 1¼ x 1/64	.70
1 x ⅜ x .079	1.00
¾ and ⅞ x 3/16 or heavier	.50
¾ and ⅞ x ⅛	.60
¾ and ⅞ x 1/64	.80
¾ x 1 1/32 x 5/32	1.00
¾ x No. 15 and 3/64	1.00
⅝ x ⅛ or heavier	1.70
⅝ x 5/16 x ⅛	1.70
⅝ x 5/32	2.00
½ x ¼ x 5/32	3.00
½ x 1/64 or heavier	2.50
½ x 3/64	3.00

51. In § 1306.165 (b) (5) (ii), Table G–5, that portion entitled "B. Finish" is amended by inserting the figures "$3.55" in the first column of values headed "Carbon 0.30% mean and under" opposite the size "1 3/16 to less than 1 5/16".

52. In § 1306.165 (b) (5) (ii), Table G–5, that portion entitled "B. Finish" is amended by inserting in the second column of values headed "Carbon 0.30% mean and under" the figures "$2.75" opposite the size "1 1/16 to less than 1 1/8".

53. In § 1306.165 (b) (5) (ii), Table K–2, Part B, the heading "Hot Rolled Sheets" is amended to read "Hot Rolled Sheets and Hot Rolled Bars"; and the heading "Hot Rolled Bars and Hot Rolled Strip" is amended to read "Hot Rolled Strip".

54. In § 1306.165 (b) (6) (i), "The entire State of Iowa except the Metropolitan area of Council Bluffs" is amended to read "The entire State of Iowa except the area within the corporate limits of Council Bluffs".

55. In § 1306.165 (b) (6) (ii), Zone Six Price Component Index, column "K" entitled "Miscellaneous Extras" opposite the product "Hot Rolled Alloy Bars" delete the word "None" and insert in lieu thereof the designation "K–2".

56. In § 1306.165 (b) (6) (ii), Table F–9, Part B, a further proviso is added to read as follows:

Provided further, That the charge permitted by Part B of this table need in no instance be less than the charge permitted by Part A of this table for a similar treatment or quality.

57. In § 1306.165 (b) (6) (ii), that portion of Table G–1 following the subtitle "Beams" and preceding the subtitle "Wide Flange Sections" is amended by deleting the words "and channels" each time they appear therein.

58. In § 1306.165 (b) (6) (ii), that portion of Table G–1 following the heading "Channels" and preceding the heading "Structural Angles" is amended to read as follows:

CHANNELS

Standard channels and car and shipbuilding channels 3" to 15" inclusive (except 7" x 18.8 lbs.)	Base
Standard channels and car and shipbuilding channels over 15"	$0.10
Standard shipbuilding channel 7" x 18.8 lbs. (A. A. R. side sill)	.15
Car channels 4" x 13.8 lbs	.10

59. In § 1306.165 (b) (6) (ii), Table G–4, that portion bearing the subtitle "Rounds, Squares and Twisted Squares" is amended by adding a new first line to read as follows:

5/16	$2.00

60. In § 1306.165 (b) (6) (ii), that portion of Table G–4 entitled "Flats—Square Edge and Round Edge" is amended by adding after the words "for bevelled edge sections ____ add $0.10" the words "and for double bevelled edge sections ____ add $0.25."

61. In § 1306.165 (b) (6) (ii), that portion of Table G–4 beginning with the subtitle "Half Ovals" and preceding the subtitle "Half Rounds—Solid" is amended to read as follows:

HALF OVALS

Width in inches—thicknesses in inches and BWG gauges:	
1 to 4 x ¼ or heavier	$0.40
1 to 4 x Nos. 7, 8, 9 and 5/16	.50
1 to 4 x Nos. 10, 11, 12 and ⅛	.70
¾ to 1 5/16 x 5/16 or heavier	.70
¾ to 1 5/16 x Nos. 10, 11, 12 and ⅛	.90
¾ to 1 5/16 x Nos. 13, 14 and 15	1.20
⅞ to 1 11/16 x 5/32 or heavier	.90
⅞ to 1 11/16 x Nos. 10, 11, 12 and ⅛	1.20
⅞ to 1 11/16 x Nos. 13, 14 and 15	1.40
½ to 9/16 x ⅛ or heavier	1.20
½ to 9/16 x Nos. 13, 14 and 15	1.60
½ x No. 12	1.60
5/8 to 7/16 x 5/32 or heavier	2.00
5/8 to 7/16 x Nos. 14 and 15	2.40

62. In § 1306.165 (b) (6) (ii), that portion of Table G–4 beginning with the subtitle "Channels" and preceding the subtitle "Tees" is amended to read as follows:

CHANNELS

Width in inches—thicknesses in inches and BWG gauges:	
1½ or wider, but under 3 wide, x 3/16 or heavier	$0.25
1½ or wider, but under 3 wide, x ⅛	.40
1½ x 1½ x 3/16 (special box channel)	.40
1 to 1¼ x 3/16 or heavier	.40
1 to 1¼ x ⅛	.50
1 to 1¼ x 1/64	.70
1 x ⅜ x .079	1.00
¾ and ⅞ x 3/16 or heavier	.50
¾ and ⅞ x ⅛	.60
¾ and ⅞ x 1/64	.80
¾ x 1 1/32 x 5/32	1.00
¾ x No. 15 and 3/64	1.00
⅝ x ⅛ or heavier	1.70
⅝ x 5/16 x ⅛	1.70
⅝ x 5/32	2.00
½ x ¼ x 5/32	3.00
½ x 1/64 or heavier	2.50
½ x 3/64	3.00

63. In § 1306.165 (b) (6) (ii), Table G–5, that portion entitled "B. Finish" is amended by inserting in the second column of values "Carbon 0.30% mean and under" the figures "$2.75" opposite the size "1 1/16 to less than 1 1/8".

64. In § 1306.165 (b) (6) (ii), Table K–2, Part B, the heading "Hot Rolled Sheets" is amended to read "Hot Rolled Sheets and Hot Rolled Bars"; and the heading "Hot Rolled Bars and Hot Rolled Strip" is amended to read "Hot Rolled Strip".

65. Section 1306.165 (b) (7) (i) is amended to read as follows:

(i) *Area covered—(a) Zone boundaries.* Zone Seven shall consist of:

The following counties of Minnesota: Aitkin, Anoka, Becker, Beltrami, Benton, Big Stone, Blue Earth, Brown, Carlton, Carver, Cass, Chippewa, Chisago, Clay, Clearwater, Cook, Cottonwood, Crow Wing, Dakota, Douglas, Goodhue, Grant, Hennepin, Hubbard, Isanti, Itasca, Kanabec, Kandiyohi Kittson, Koochiching, Lac qui Parle, Lake, Lake of the Woods, Le Sueur, Lincoln, Lyon, McLeod, Mahnomen, Marshall, Meeker, Mille Lacs, Morrison, Murray, Nicollet, Nobles, Norman, Otter Tail, Pennington, Pine, Pipestone, Polk, Pope, Ramsey, Red Lake, Red Wood, Renville, Rice, Rock, Roseau, Saint Louis, Scott, Sherburne, Sibley, Stearns, Stevens, Swift, Todd, Traverse, Wadena, Washington, Watonwan, Wilkin, Wright, and Yellow Medicine.

The following counties of North Dakota: Barnes, Benson, Burke, Burleigh, Bottineau, Cass, Cavalier, Dickey, Eddy, Emmons, Foster, Grand Forks, Grant, Griggs, Kidder, La Moure, Logan, Morton, McHenry, McLean, McIntosh, Nelson, Pembina, Pierce, Ramsey, Ransom, Richland, Renville, Rolette, Sargent, Sheridan, Sioux, Steele, Stutsman, Towner, Traill, Walsh, Ward, and Wells.

The following counties of South Dakota: Armstrong, Brown, Campbell, Codington, Corson, Day, Deuel, Dewey, Edmunds, Grant, Marshall, McPherson, Perkins, Roberts, Walworth, and Ziebach.

The following counties of Wisconsin: Ashland, Bayfield, Burnett, Douglas, Pierce, Polk, St. Croix, Sawyer, and Washburn.

(b) *Delivery areas.* (1) The "St. Paul-Minneapolis Delivery Area" shall include all destinations within the corporate limits of the following cities and towns:

Brooklyn Center, Camden Place, Cold Spring (Minneapolis), Crystal, Columbia Heights, Edina, Fort Snelling, Fridley, Gloster, Golden Valley (Hennepin County), Hopkins, Inver Grove, Little Canada, Mendota, Minneapolis, New Brighton, Newport, North St. Paul, Ritchfield, Riedel, Riverside (Minneapolis), Robbinsdale, St. Louis Park, St. Paul, West St. Paul, and Wilson.

(2) The "Duluth-Superior delivery area" shall include all destinations within the corporate limits of Duluth, Minnesota and Superior, Wisconsin.

66. In § 1306.165 (b) (7) (ii), Zone Seven Price Component Index, column "K" entitled "Miscellaneous Extras" opposite the product "Hot Rolled Alloy Bars" delete the word "None" and insert in lieu thereof the designation "K–2".

67. That portion of § 1306.165 (b) (7) (ii) beginning with the heading "Freight" and preceding the heading "Spread" is amended to read as follows:

Freight. (Rate per 100 pounds in effect at time of shipment). Freight may be added for less-than-carload shipments as follows:

TABLE C–1

(1) The carload rate of freight from basing point to St. Paul, Minnesota, plus

(2) The less-than-carload rate of freight from St. Paul, Minnesota, or Duluth, Minnesota, to destination, whichever is less.

Provided, That for shipments to destinations within the St. Paul-Minneapolis delivery area or the Duluth-Superior delivery area, no freight may be added to the carload rate of freight from the basing point to St. Paul, Minnesota.

TABLE C–2

(1) The carload rate of freight from basing point to St. Paul, Minnesota, plus

(2) The less-than-carload rate of freight from St. Paul, Minnesota to destination.

Provided, That for shipments within the St. Paul-Minneapolis delivery area, no freight may be added to the carload rate of freight from basing point to St. Paul, Minnesota.

TABLE C–3

The less-than-carload rate of freight from basing point to destination.

68. In § 1306.165 (b) (7) (ii), Table F–2 entitled "Hot Rolled Carbon Bars and Bar Shapes" is amended by adding the following line:

Flats over ⅜" AISI C–1095 (SAE 1095)	.40

69. In § 1306.165 (b) (7) (ii), Table F–9, Part B, a further proviso is added to read as follows:

Provided further, That the charge permitted by Part B of this table need in no instance be less than the charge permitted by Part A of this table for a similar treatment or quality.

70. In § 1306.165 (b) (7) (ii), that portion of Table G–1 following the subtitle "Beams" and preceding the subtitle "Wide Flange Sections" is amended by deleting the words "and channels" each time they appear therein.

71. In § 1306.165 (b) (7) (ii), that portion of Table G–1 following the heading "Channels" and preceding the heading "Structural Angles" is amended to read as follows:

CHANNELS

Standard channels and car and shipbuilding channels 3" to 15" inclusive (except 7" x 18.8 lbs.)	Base
Standard channels and car and shipbuilding channels over 15"	$0.10
Car and shipbuilding channels 7" x 18.8 lbs. (A. A. R. side sill)	.15
Car channels 4" x 13.8 lbs	.10

72. In § 1306.165 (b) (7) (ii), Table G–4 that portion bearing the subtitle "Rounds, Squares and Twisted Squares" is amended by adding a new first line to read as follows:

5/16	$2.00

73. In § 1306.165 (b) (7) (ii), that portion of Table G–4 entitled "Flats—Square Edge and Round Edge" is amended by adding after the words "for bevelled edge sections ____ add $0.10" the words " and for double bevelled edge sections ____ add $0.25".

74. In § 1306.165 (b) (7) (ii), that portion of Table G–4 beginning with the subtitle "Half Ovals" and preceding the subtitle "Half Rounds—Solid" is amended to read as follows:

HALF OVALS

Width in inches—thicknesses in inches and BWG gauges:	
1 to 4 x 1/4 or heavier	$0.40
1 to 4 x Nos. 7, 8, 9 and 5/16	.50
1 to 4 x Nos. 10, 11, 12 and 1/8	.70
3/4 to 15/16 x 5/16 or heavier	.70
3/4 to 15/16 x Nos. 10, 11, 12 and 1/8	.90
3/4 to 15/16 x Nos. 13, 14 and 15	1.20
5/8 to 11/16 x 5/32 or heavier	.90
5/8 to 11/16 x Nos. 10, 11, 12 and 1/8	1.20
5/8 to 11/16 x Nos. 13, 14 and 15	1.40
1/2 to 9/16 x 1/8 or heavier	1.20
1/2 to 9/16 x Nos. 13, 14 and 15	1.60
1/2 x No. 12	1.60
3/8 to 7/16 x 5/32 or heavier	2.00
3/8 to 7/16 x Nos. 14 and 15	2.40

75. In § 1306.165 (b) (7) (ii), that portion of Table G–4 beginning with the subtitle "Channels" and preceding the subtitle "Tees" is amended to read as follows:

CHANNELS

Width in inches—thicknesses in inches and BWG gauges:	
1½ or wider, but under 3 wide, x 5/16 or heavier	$0.25
1½ or wider, but under 3 wide, x 1/8	.40
1½ x 1½ x 5/16 (special box channel)	.40
1 to 1¼ x 5/16 or heavier	.40
1 to 1¼ x 1/8	.50
1 to 1¼ x 5/64	.70
1 x 3/8 x .079	1.00
3/4 and 7/8 x 5/16 or heavier	.50
3/4 and 7/8 x 1/8	.60
3/4 and 7/8 x 1/64	.80
3/4 x 11/32 x 5/32	1.00
3/4 x No. 15 and 9/64	1.00
5/8 x 1/8 or heavier	1.70
5/8 x 5/16 x 1/8	1.70
5/8 x 5/32	2.00
1/2 x 1/4 x 5/32	3.00
1/2 x 7/64 or heavier	2.50
1/2 x 9/64	3.00

76. In § 1306.165 (b) (7) (ii), Table G–5, that portion entitled "B. Finish" is amended by inserting in the second column of values headed "Carbon 0.30% mean and under" the figures "$2.75" opposite the size "1 1/16 to less than 1⅛".

77. In § 1306.165 (b) (7) (ii), Table K–2, Part B, the heading "Hot Rolled Sheets" is amended to read "Hot Rolled Sheets and Hot Rolled Bars"; and the heading "Hot Rolled Bars and Hot Rolled Strip" is amended to read "Hot Rolled Strip".

78. In § 1306.165 (b) (8) (ii), Zone Eight Price Component Index, column "K" entitled "Miscellaneous Extras" opposite the product "Hot Rolled Alloy Bars" delete the word "None" and insert in lieu thereof the designation "K–2".

79. In § 1306.165 (b) (8) (ii), Table F–9, Part B, a further proviso is added to read as follows:

Provided further, That the charge permitted by Part B of this table need in no instance be less than the charge permitted by Part A of this table for a similar treatment or quality.

80. In § 1306.165 (b) (8) (ii), that portion of Table G–1, following the heading "Beams" and preceding the heading "Wide Flange Sections" is amended by deleting the words "and channels" each time they appear therein.

81. In § 1306.165 (b) (8) (ii), that portion of Table G–1 following the heading "Channels" and preceding the heading "Structural Angles" is amended to read as follows:

CHANNELS

Standard channels and car and shipbuilding channels 3" to 15" inclusive (except 7" x 18.8 lbs.)	Base
Standard channels and car and shipbuilding channels over 15"	$0.10
Standard shipbuilding channels 7" x 18.8 lbs. (A. A. R. side sill)	.15
Car channels 4" x 13.8 lbs	.10

82. In § 1306.165 (b) (8) (ii), Table G–4 that portion bearing the subtitle "Rounds, Squares and Twisted Squares" is amended by adding a new first line to read as follows:

5/16	$2.00

83. In § 1306.165 (b) (8) (ii), that portion of Table G–4 entitled "Flats—Square Edge and Round Edge" is amended by adding after the words "for bevelled edge sections____add $0.10" the words "and for double bevelled edge sections____add $0.25".

84. In § 1306.165 (b) (8) (ii), that portion of Table G–4 beginning with the subtitle "Half Ovals" and preceding the subtitle "Half Rounds — Solid" is amended to read as follows:

HALF OVALS

Width in inches—thicknesses in inches and BWG gauges:	
1 to 4 x 1/4 or heavier	$0.40
1 to 4 x Nos. 7, 8, 9 and 5/16	.50
1 to 4 x Nos. 10, 11, 12 and 1/8	.70
3/4 to 15/16 x 5/16 or heavier	.70
3/4 to 15/16 x Nos. 10, 11, 12 and 1/8	.90
3/4 to 15/16 x Nos. 13, 14 and 15	1.20
5/8 to 11/16 x 5/32 or heavier	.90
5/8 to 11/16 x Nos. 10, 11, 12 and 1/8	1.20
5/8 to 11/16 x Nos. 13, 14 and 15	1.40
1/2 to 9/16 x 1/8 or heavier	1.20
1/2 to 9/16 x Nos. 13, 14 and 15	1.60
1/2 x No. 12	1.60
3/8 to 7/16 x 5/32 or heavier	2.00
3/8 to 7/16 x Nos. 14 and 15	2.40

85. In § 1306.165 (b) (8) (ii), that portion of Table G–4 beginning with the subtitle "Channels" and preceding the subtitle "Tees" is amended to read as follows:

CHANNELS

Width in inches—thicknesses in inches and BWG gauges:	
1½ or wider, but under 3 wide, x 5/16 or heavier	$0.25
1½ or wider, but under 3 wide, x 1/8	.40
1½ x 1½ x 5/16 (special box channel)	.40
1 to 1¼ x 5/16 or heavier	.40
1 to 1¼ x 1/8	.50
1 to 1¼ x 5/64	.70
1 x 3/8 x .079	1.00
3/4 and 7/8 x 5/16 or heavier	.50
3/4 and 7/8 x 1/8	.60
3/4 and 7/8 x 1/64	.80
3/4 x 11/32 x 5/32	1.00
3/4 x No. 15 and 9/64	1.00
5/8 x 1/8 or heavier	1.70
5/8 x 5/16 x 1/8	1.70
5/8 x 5/32	2.00
1/2 x 1/4 x 5/32	3.00
1/2 x 7/64 or heavier	2.50
1/2 x 9/64	3.00

86. In § 1306.165 (b) (8) (ii), Table G–5, that portion entitled "B. Finish" is amended by inserting in the second column of values headed "Carbon 0.30% mean and under" the figures "$2.75" opposite the size "1 1/16 to less than 1⅛".

87. In § 1306.165 (b) (8) (ii), Table K–2, Part B, the heading "Hot Rolled Sheets" is amended to read "Hot Rolled Sheets and Hot Rolled Bars"; and the heading "Hot Rolled Bars and Hot Rolled Strip" is amended to read "Hot Rolled Strip".

88. Section 1306.165 (b) (9) (i) is amended to read as follows:

(i) *Area covered—(a) Zone boundaries.* Zone Nine shall consist of:

The following counties of Nebraska: Adams, Antelope, Arthur, Banner, Blaine, Boone, Box Butte, Brown, Buffalo, Burt, Butler, Cass, Chase, Cherry, Cheyenne, Clay, Colfax, Cuming, Custer, Dawes, Dawson, Deuel, Dodge, Douglas, Dundy, Fillmore, Franklin, Frontier, Furnas, Gage, Garden, Garfield, Gosper, Grant, Greeley, Hall, Hamilton, Harlan, Hayes, Hitchcock, Hooker, Howard, Jefferson, Johnson, Kearney, Keith, Keyapaha, Kimball, Lancaster, Lincoln, Logan, Loup, Madison, Merrick, McPherson, Morrill, Nance, Nuckolls, Otoe, Perkins, Phelps, Platte, Polk, Redwillow, Rock, Saline, Sarpy, Saunders, Scotts Bluff, Seward, Sheridan, Sherman, Sioux, Stanton, Thayer, Thomas, Valley, Washington, Webster, Wheeler and York.

Only the area within the corporate limits of Council Bluffs, Iowa.

(*b*) *Delivery areas.* (*1*) The "Omaha delivery area" shall include all destinations within the corporate limits of Omaha, Nebraska, and Council Bluffs, Iowa, and within the limits of the Federal Reservation of Fort Crook, Nebraska.

89. In § 1306.165 (b) (9) (ii), Zone Nine Price Component Index, column "K" entitled "Miscellaneous Extras" opposite the product "Hot Rolled Alloy Bars" delete the word "None" and insert in lieu thereof the designation "K–2".

90. In § 1306.165 (b) (9) (ii), that portion beginning with the heading "Freight" and preceding the heading "Spread" is amended to read as follows:

Freight. (Rate per 100 pounds in effect at time of shipment.) Freight may be added for less-than-carload shipments as follows:

TABLE C–1

(1) The carload rate of freight from basing point to Omaha, Nebraska, plus

(2) The less-than-carload rate of freight from Omaha, Nebraska to destination. *Provided, however*, That for shipments to destinations within the Omaha delivery area, freight shall be at the rate of $0.10 per 100 pounds in addition to (*1*) above.

TABLE C–2

The less-than-carload rate of freight from basing point to destination.

91. In § 1306.165 (b) (9) (ii), Table F–9, Part B, a further proviso is added to read as follows:

Provided further, That the charge permitted by Part B of this table need in no instance be less than the charge permitted by Part A of this table for a similar treatment or quality.

92. In § 1306.165 (b) (9) (ii), that portion of Table G–1 following the subtitle "Beams" and preceding the subtitle "Wide Flange Sections" is amended by deleting the words "and channels" each time they appear therein.

93. In § 1306.165 (b) (9) (ii), that portion of Table G–1 following the heading "Channels" and preceding the heading "Structural Angles" is amended to read as follows:

CHANNELS

Standard Channels and Car and Shipbuilding Channels 3" to 15", inclusive (except 7" x 18.8 lbs.)	Base
Standard Channels and Car and Shipbuilding Channels over 15"	$0.10
Standard Shipbuilding Channel 7" x 18.8 lbs. (A. A. R. Side Sill)	.15
Car Channels 4" x 13.8 lbs	.10

94. In § 1306.165 (b) (9) (ii), Table G–4, that portion bearing the subtitle "Rounds, Squares and Twisted Squares" is amended by adding a new first line to read as follows:

5/16	$2.00

95. In § 1306.165 (b) (9) (ii), that portion of Table G–4 entitled "Flats—Square Edge and Round Edge" is amended by adding after the words "for bevelled edge sections ____ add $0.10" the words "and for double bevelled edge sections ____ add $0.25".

96. In § 1306.165 (b) (9) (ii), that portion of Table G–4 beginning with the subtitle "Half Ovals" and preceding the subtitle "Half Rounds—Solid" is amended to read as follows:

HALF OVALS

Width in inches—thicknesses in inches and BWG gauges:	
1 to 4 x 1/4 or heavier	$0.40
1 to 4 x Nos. 7, 8, 9 and 5/16	.50
1 to 4 x Nos. 10, 11, 12 and 1/8	.70
3/4 to 15/16 x 5/16 or heavier	.70
3/4 to 15/16 x Nos. 10, 11, 12 and 1/8	.90
3/4 to 15/16 x Nos. 13, 14 and 15	1.20
5/8 to 11/16 x 5/32 or heavier	.90
5/8 to 11/16 x Nos. 10, 11, 12, and 1/8	1.20
5/8 to 11/16 x Nos. 13, 14 and 15	1.40
1/2 to 9/16 x 1/8 or heavier	1.20
1/2 to 9/16 x Nos. 13, 14 and 15	1.60
1/2 x No. 12	1.60
3/8 to 7/16 x 5/32 or heavier	2.00
3/8 to 7/16 x Nos. 14 and 15	2.40

97. In § 1306.165 (b) (9) (ii), that portion of Table G–4 beginning with the subtitle "Channels" and preceding the subtitle "Tees" is amended to read as follows:

CHANNELS

Width in inches—thicknesses in inches and BWG gauges:	
1½ or wider, but under 3 wide, x 5/16 or heavier	$0.25
1½ or wider, but under 3 wide, x 1/8	.40
1½ x 1½ x 5/16 (special box channel)	.40
1 to 1¼ x 5/16 or heavier	.40
1 to 1¼ x 1/8	.50
1 to 1¼ x 5/64	.70
1 x 3/8 x .079	1.00
3/4 and 7/8 x 5/16 or heavier	.50
3/4 and 7/8 x 1/8	.60
3/4 and 7/8 x 5/64	.80
3/4 x 11/32 x 5/32	1.00
3/4 x No. 15 and 9/64	1.00
5/8 x 1/8 or heavier	1.70
5/8 x 5/16 x 1/8	1.70
5/8 x 5/32	2.00
1/2 x 1/4 x 5/32	3.00
1/2 x 7/64 or heavier	2.50
1/2 x 9/64	3.00

98. In § 1306.165 (b) (9) (ii), Table G–5, that portion entitled "B. Finish" is amended by inserting in the second column of values headed "Carbon 0.30% mean and under" the figures "$2.75" opposite the size "1 1/16 to less than 1⅛".

99. In § 1306.165 (b) (9) (ii), Table K–2, Part B, the heading "Hot Rolled Sheets" is amended to read "Hot Rolled Sheets and Hot Rolled Bars"; and the heading "Hot Rolled Bars and Hot Rolled Strip" is amended to read "Hot Rolled Strip".

100. In § 1306.165 (b) (10) (ii), Zone Ten Price Component Index, column "K" entitled "Miscellaneous Extras" opposite the product "Hot Rolled Alloy Bars" delete the word "None" and insert in lieu thereof the designation "K–2".

101. In § 1306.165 (b) (10) (ii), Table F–9, Part B, a further proviso is added to read as follows:

Provided further, That the charge permitted by Part B of this table need in no instance be less than the charge permitted by Part A of this table for a similar treatment or quality.

102. In § 1306.165 (b) (10) (ii), that portion of Table G–1 following the subtitle "Beams" and preceding the subtitle "Wide Flange Sections" is amended by deleting the words "and channels" each time they appear therein.

103. In § 1306.165 (b) (10) (ii), that portion of Table G–1 following the heading "Channels" and preceding the heading "Structural Angles" is amended to read as follows:

CHANNELS

Standard channels and car and shipbuilding channels 3" to 15" inclusive (except 7" x 18.8 lbs.)	Base
Standard channels and car and shipbuilding channels over 15"	$0.10
Car and shipbuilding channel 7" x 18.8 lbs. (A. A. R. side sill)	.15
Car channels 4" x 13.8 lbs	.10

104. In § 1306.165 (b) (10) (ii), Table G–4, that portion bearing the subtitle "Rounds, Squares and Twisted Squares" is amended by adding a new first line to read as follows:

5/16	$2.00

105. In § 1306.165 (b) (10) (ii), that portion of Table G–4 entitled "Flats—Square Edge and Round Edge" is amended by adding after the words "for bevelled edge sections ____ add $0.10" the words "and for double bevelled edge sections ____ add 0.25".

106. In § 1306.165 (b) (10) (ii), that portion of Table G–4 beginning with the subtitle "Half Ovals" and preceding the subtitle "Half Rounds—Solid" is amended to read as follows:

HALF OVALS

Width in inches—thicknesses in inches and BWG gauges:	
1 to 4 x 1/4 or heavier	$0.40
1 to 4 x Nos. 7, 8, 9 and 5/16	.50
1 to 4 x Nos. 10, 11, 12 and 1/8	.70
3/4 to 15/16 x 5/16 or heavier	.70
3/4 to 15/16 x Nos. 10, 11, 12 and 1/8	.90
3/4 to 15/16 x Nos. 13, 14 and 15	1.20
5/8 to 11/16 x 5/32 or heavier	.90
5/8 to 11/16 x Nos. 10, 11, 12 and 1/8	1.20
5/8 to 11/16 x Nos. 13, 14 and 15	1.40
1/2 to 9/16 x 1/8 or heavier	1.20
1/2 to 9/16 x Nos. 13, 14 and 15	1.60
1/2 x No. 12	1.60
3/8 to 7/16 x 5/32 or heavier	2.00
3/8 to 7/16 x Nos. 14 and 15	2.40

107. In § 1306.165 (b) (10) (ii), that portion of Table G–4 beginning with the subtitle "Channels" and preceding the subtitle "Tees" is amended to read as follows:

CHANNELS

Width in inches—thicknesses in inches and BWG gauges:	
1½ or wider, but under 3 wide, x 5/16 or heavier	$0.25
1½ or wider, but under 3 wide, x 1/8	.40
1½ x 1½ x 5/16 (special box channel)	.40
1 to 1¼ x 5/16 or heavier	.40
1 to 1¼ x 1/8	.50
1 to 1¼ x 5/64	.70
1 x 3/8 x .079	1.00
3/4 and 7/8 x 5/16 or heavier	.50
3/4 and 7/8 x 1/8	.60
3/4 and 7/8 x 5/64	.80
3/4 x 11/32 x 5/32	1.00
3/4 x No. 15 and 9/64	1.00
5/8 x 1/8 or heavier	1.70
5/8 x 5/16 x 1/8	1.70
5/8 x 5/32	2.00
1/2 x 1/4 x 5/32	3.00
1/2 x 7/64 or heavier	2.50
1/2 x 9/64	3.00

108. In § 1306.165 (b) (10) (ii), Table G–5, that portion entitled "B. Finish" is amended by inserting in the second column of values headed "Carbon 0.30% mean and under" the figures "$2.75" opposite the size "1 1/16 to less than 1⅛".

109. In § 1306.165 (b) (10) (ii), Table K–2, Part B, the heading "Hot Rolled Sheets" is amended to read "Hot Rolled Sheets and Hot Rolled Bars"; and the heading "Hot Rolled Bars and Hot Rolled Strip" is amended to read "Hot Rolled Strip".

110. In § 1306.165 (b) (11) (ii), Zone Eleven Price Component Index, column "K" entitled "Miscellaneous Extras" opposite the product "Hot Rolled Alloy Bars" delete the word "None" and insert in lieu thereof the designation "K–2".

111. In § 1306.165 (b) (11) (ii), Table C–1 is amended to read as follows:

TABLE C–1

a. *Standard provision.* (1) For a shipment of a product for which Birmingham, Alabama, is a basing point, the less-than-carload rate of freight from the governing basing point to destination with the following exceptions:

(a) If a product is shipped within the switching limits of Birmingham, Alabama, freight may be added at the rate of $0.10 per 100 pounds.

(b) If a product is shipped within the switching limits of New Orleans, Louisiana; Mobile, Alabama; or Memphis, Tennessee, freight may be added at the rate of $0.10 per 100 pounds in excess of the less-than-carload rate of freight from Birmingham to destination.

(2) For a shipment of a product for which Birmingham, Alabama, is not a basing point the less-than-carload rate of freight from the governing basing point to destination.

b. *Maximum freight absorption provision.* Part A of this Table C–1 shall not be applicable where the shipping point and destination are both within Zone Eleven and the sum of the shipping point price plus the less-than-carload rate of freight from shipping point to destination is greater than the zone destination price (computed without regard to this Part B) by more than $0.25 per 100 pounds.

In such cases freight shall be computed in accordance with whichever of the following alternatives results in the higher charge:

(1) The sum of (a) the less-than-carload rate of freight from basing point to shipping point plus (b) the less-than-carload rate of freight from shipping point to destination minus (c) a deduction at the rate of $0.25 per 100 pounds ("basing point," in this instance, refers to the basing point the use of which results in the lowest price at the shipping point); or

(2) The sum of (a) the less-than-carload rate of freight from basing point to shipping point plus (b) the transportation charges actually paid from shipping point to destination minus (c) a deduction at the rate of $0.35 per 100 pounds ("basing point", in this instance, refers to the basing point the use of which results in the lowest price at the shipping point).

112. In § 1306.165 (b) (11) (ii), Table F–9, Part B, a further proviso is added to read as follows:

Provided further, That the charge permitted by Part B of this table need in no instance be less than the charge permitted by Part A of this table for a similar treatment or quality.

113. In § 1306.165 (b) (11) (ii), that portion of Table G–1 following the subtitle "Beams" and preceding the subtitle "Wide Flange Sections" is amended by deleting the words "and channels" each time they appear therein.

114. In § 1306.165 (b) (11) (ii), that portion of Table G–1 following the heading "Channels" and preceding the heading "Structural Angles" is amended to read as follows:

CHANNELS

Standard channels and car and shipbuilding channels 3" to 15" inclusive (except 7" x 18.8 lbs.)	Base
Standard channels and car and shipbuilding channels over 15"	$0.10
Standard shipbuilding channel 7" x 18.8 lbs. (A. A. R. side sill)	.15
Car channels 4" x 13.8 lbs	.10

115. In § 1306.165 (b) (11) (ii), Table G–4, that portion bearing the subtitle "Rounds, Squares and Twisted Squares" is amended by adding a new first line to read as follows:

5/16	$2.00

116. In § 1306.165 (b) (11) (ii), that portion of Table G–4 entitled "Flats—Square Edge and Round Edge" is amended by adding after the words "for bevelled edge sections ____ add $0.10" the words "and for double bevelled edge sections ____ add $0.25".

117. In § 1306.165 (b) (11) (ii), that portion of Table G–4 beginning with the subtitle "Half Ovals" and preceding the subtitle "Half Rounds—Solid" is amended to read as follows:

HALF OVALS

Width in inches—thicknesses in inches and BWG gauges:	
1 to 4 x 1/4 or heavier	$0.40
1 to 4 x Nos. 7, 8, 9 and 3/16	.50
1 to 4 x Nos. 10, 11, 12 and 1/8	.70
3/4 to 15/16 x 3/16 or heavier	.70
3/4 to 15/16 x Nos. 10, 11, 12 and 1/8	.90
3/4 to 15/16 x Nos. 13, 14 and 15	1.20
5/8 to 1 1/16 x 3/32 or heavier	.90
5/8 to 1 1/16 x Nos. 10, 11, 12 and 1/8	1.20
5/8 to 1 1/16 x Nos. 13, 14 and 15	1.40
1/2 to 9/16 x 1/8 or heavier	1.20
1/2 to 9/16 x Nos. 13, 14 and 15	1.60
1/2 x No. 12	1.60
3/8 to 7/16 x 3/32 or heavier	2.00
3/8 to 7/16 x Nos. 14 and 15	2.40

118. In § 1306.165 (b) (11) (ii), that portion of Table G–4 beginning with the subtitle "Channels" and preceding the subtitle "Tees" is amended to read as follows:

CHANNELS

Width in inches—thicknesses in inches and BWG gauges:	
1 1/2 or wider, but under 3 wide, x 3/16 or heavier	$0.25
1 1/2 or wider, but under 3 wide, x 1/8	.40
1 1/2 x 1 1/2 x 3/16 (special box channel)	.40
1 to 1 1/4 x 3/16 or heavier	.40
1 to 1 1/4 x 1/8	.50
1 to 1 1/4 x 7/64	.70
1 x 3/8 x .079	1.00
3/4 and 7/8 x 3/16 or heavier	.50
3/4 and 7/8 x 1/8	.60
3/4 and 7/8 x 7/64	.80
3/4 x 1 1/32 x 3/32	1.00
3/4 x No. 15 and 5/64	1.00
5/8 x 1/8 or heavier	1.70
5/8 x 5/16 x 1/8	1.70
5/8 x 3/32	2.00
1/2 x 1/4 x 3/32	3.00
1/2 x 7/64 or heavier	2.50
1/2 x 5/64	3.00

119. In § 1306.165 (b) (11) (ii), Table G–5, that portion entitled "B. Finish" is amended by inserting in the second column of values headed "Carbon 0.30% mean and under" the figures "$2.75" opposite the size "1 1/16 to less than 1 1/8".

120. In § 1306.165 (b) (11) (ii), Table K–2, Part B, the heading "Hot Rolled Sheets" is amended to read "Hot Rolled Sheets and Hot Rolled Bars"; and the heading "Hot Rolled Bars and Hot Rolled Strip" is amended to read "Hot Rolled Strip".

121. In § 1306.165 (b) (12) (ii), Zone Twelve Price Component Index, column "K" entitled "Miscellaneous Extras" opposite the product "Hot Rolled Alloy Bars" delete the word "None" and insert in lieu thereof the designation "K–2".

122. In § 1306.165 (b) (12) (ii), Table F–9, Part B, a further proviso is added to read as follows:

Provided further, That the charge permitted by Part B of this table need in no instance be less than the charge permitted by Part A of this table for a similar treatment or quality.

123. In § 1306.165 (b) (12) (ii), that portion of Table G–1 following the subtitle "Beams" and preceding the subtitle "Wide Flange Sections" is amended by deleting the words "and channels" each time they appear therein.

124. In § 1306.165 (b) (12) (ii), that portion of Table G–1 following the heading "Channels" and preceding the heading "Structural Angles" is amended to read as follows:

CHANNELS

Standard channels and car and shipbuilding channels 3" to 15" inclusive (except 7" x 18.8 lbs.)	Base
Standard channels and car and shipbuilding channels over 15"	$0.10
Standard shipbuilding channel 7" x 18.8 lbs. (A. A. R. side sill)	.15
Car channels 4" x 13.8 lbs	.10

125. In § 1306.165 (b) (12) (ii), Table G–4, that portion bearing the subtitle "Rounds, Squares and Twisted Squares" is amended by adding a new first line to read as follows:

5/16	$2.00

126. In § 1306.165 (b) (12) (ii), that portion of Table G–4 entitled "Flats—Square Edge and Round Edge" is amended by adding after the words "for bevelled edge sections ____ add 0.10" the words "and for double bevelled edge sections ____ add $0.25".

127. In § 1306.165 (b) (12) (ii), that portion of Table G–4 beginning with the subtitle "Half Ovals" and preceding the subtitle "Half Rounds—Solid" is amended to read as follows:

HALF OVALS

Width in inches—thicknesses in inches and BWG gauges:	
1 to 4 x 1/4 or heavier	$0.40
1 to 4 x Nos. 7, 8, 9 and 3/16	.50
1 to 4 x Nos. 10, 11, 12 and 1/8	.70
3/4 to 15/16 x 3/16 or heavier	.70
3/4 to 15/16 x Nos. 10, 11, 12 and 1/8	.90
3/4 to 15/16 x Nos. 13, 14 and 15	1.20
5/8 to 1 1/16 x 3/32 or heavier	.90
5/8 to 1 1/16 x Nos. 10, 11, 12 and 1/8	1.20
5/8 to 1 1/16 x Nos. 13, 14 and 15	1.40
1/2 to 9/16 x 1/8 or heavier	1.20
1/2 to 9/16 x Nos. 13, 14 and 15	1.60
1/2 x No. 12	1.60
3/8 to 7/16 x 3/32 or heavier	2.00
3/8 to 7/16 x Nos. 14 and 15	2.40

128. In § 1306.165 (b) (12) (ii), that portion of Table G–4 beginning with the subtitle "Channels" and preceding the subtitle "Tees" is amended to read as follows:

CHANNELS

Width in inches—thicknesses in inches and BWG gauges:	
1 1/2 or wider, but under 3 wide, x 3/16 or heavier	$0.25
1 1/2 or wider, but under 3 wide, x 1/8	.40
1 1/2 x 1 1/2 x 3/16 (special box channel)	.40
1 to 1 1/4 x 3/16 or heavier	.40
1 to 1 1/4 x 1/8	.50
1 to 1 1/4 x 7/64	.70
1 x 3/8 x .079	1.00
3/4 and 7/8 x 3/16 or heavier	.50
3/4 and 7/8 x 1/8	.60
3/4 and 7/8 x 7/64	.80
3/4 x 1 1/32 x 3/32	1.00
3/4 x No. 15 and 5/64	1.00
5/8 x 1/8 or heavier	1.70
5/8 x 5/16 x 1/8	1.70
5/8 x 3/32	2.00
1/2 x 1/4 x 3/32	3.00
1/2 x 7/64 or heavier	2.50
1/2 x 5/64	3.00

129. In § 1306.165 (b) (12) (ii), Table G–5, that portion entitled "B. Finish" is amended by inserting in the second column of values headed "Carbon 0.30% mean and under" the figures "$2.75" opposite the size "1 1/16 to less than 1 1/8".

130. In § 1306.165 (b) (12) (ii), Table K–2, Part B, the heading "Hot Rolled Sheets" is amended to read "Hot Rolled Sheets and Hot Rolled Bars"; and the heading "Hot Rolled Bars and Hot Rolled Strip" is amended to read "Hot Rolled Strip".

131. In § 1306.165 (b) (13) (ii), Zone Thirteen Price Component Index, column "K" entitled "Miscellaneous Extras" opposite the product "Hot Rolled Alloy Bars" delete the word "None" and insert in lieu thereof the designation "K–2".

132. In § 1306.165 (b) (13) (ii), Table E–1, entitled "Hot Rolled Products" is amended to read as follows:

TABLE E–1—HOT ROLLED PRODUCTS

All commodities listed below must be combined to determine the quantity differential:
Structural shapes.
Stair stringer channels.
Junior beams.
Plates, including tank, flange, firebox, high carbon and copper bearing.
Abrasion resisting plates and sheets.
Hot rolled bars, including bar shapes, AISI C–1095 spring steel and AISI C–1137 (SAE 1335 and SAE 1340) grades.
Hot rolled strip, band and hoop sizes, including AISI C–1095 spring steel.
Hot rolled sheets (all gauges), including high carbon, copper bearing and uniform blue qualities

Floor plates (all thicknesses).

Under 150 lbs	Add	$1.50
150 lbs. to 399 lbs	Add	.50
400 lbs. to 1,999 lbs	Base	
2,000 lbs. to 9,999 lbs	Deduct	.10
10,000 lbs. to 39,999 lbs	Deduct	.20

133. In § 1306.165 (b) (13) (ii), Table F–10, Part B, a further proviso is added to read as follows:

Provided further, That the charge permitted by Part B of this table need in no instance be less than the charge permitted by Part A of this table for a similar treatment or quality.

134. In § 1306.165 (b) (13) (ii), that portion of Table G–1 following the subtitle "Beams" and preceding the subtitle "Wide Flange Sections" is amended by deleting the words "and channels" each time they appear therein.

135. In § 1306.165 (b) (13) (ii), that portion of Table G–1 following the heading "Channels" and preceding the heading "Structural Angles" is amended to read as follows:

CHANNELS

Standard channels and car and shipbuilding channels 3" to 15" inclusive (except 7" x 18.8 lbs)	Base
Standard channels and car and shipbuilding channels over 15"	$0.10
Car and shipbuilding channel 7" x 18.8 lbs. (A. A. R. side sill)	.15
Car channels 4" x 13.8 lbs	.10

136. In § 1306.165 (b) (13) (ii), Table G–4 that portion bearing the subtitle "Rounds, Squares and Twisted Squares" is amended by adding a new first line to read as follows:

5/16	$2.00

137. In § 1306.165 (b) (13) (ii), that portion of Table G–4 entitled "Flats—Square Edge and Round Edge" is amended by adding after the words "for bevelled edge sections ____ add $0.10" the words "and for double bevelled edge sections ____ add $0.25".

138. In § 1306.165 (b) (13) (ii), that portion of Table G–4 beginning with the subtitle "Half Ovals" and preceding the subtitle "Half Rounds—Solid" is amended to read as follows:

HALF OVALS

Width in inches—thicknesses in inches and BWG gauges:	
1 to 4 x 1/4 or heavier	$0.40
1 to 4 x Nos. 7, 8, 9 and 3/16	.50
1 to 4 x Nos. 10, 11, 12 and 1/8	.70
3/4 to 15/16 x 3/16 or heavier	.70
3/4 to 15/16 x Nos. 10, 11, 12 and 1/8	.90
3/4 to 15/16 x Nos. 13, 14 and 15	1.20
5/8 to 1 1/16 x 3/32 or heavier	.90
5/8 to 1 1/16 x Nos. 10, 11, 12 and 1/8	1.20
5/8 to 1 1/16 x Nos. 13, 14 and 15	1.40
1/2 to 9/16 x 1/8 or heavier	1.20
1/2 to 9/16 x Nos. 13, 14 and 15	1.60
1/2 x No. 12	1.60
3/8 to 7/16 x 3/32 or heavier	2.00
3/8 to 7/16 x Nos. 14 and 15	2.40

139. In § 1306.165 (b) (13) (ii), that portion of Table G–4 beginning with the subtitle "Channels" and preceding the subtitle "Tees" is amended to read as follows:

CHANNELS

Width in inches—thicknesses in inches and BWG gauges:	
1 1/2 or wider, but under 3 wide, x 3/16 or heavier	$0.25
1 1/2 or wider, but under 3 wide, x 1/8	.40
1 1/2 x 1 1/2 x 3/16 (special box channel)	.40
1 to 1 1/4 x 3/16 or heavier	.40
1 to 1 1/4 x 1/8	.50
1 to 1 1/4 x 7/64	.70
1 x 3/8 x .079	1.00
3/4 and 7/8 x 3/16 or heavier	.50
3/4 and 7/8 x 1/8	.60
3/4 and 7/8 x 7/64	.80
3/4 x 1 1/32 x 3/32	1.00
3/4 x No. 15 and 5/64	1.00
5/8 x 1/8 or heavier	1.70
5/8 x 5/16 x 1/8	1.70
5/8 x 3/32	2.00
1/2 x 1/4 x 3/32	3.00
1/2 x 7/64 or heavier	2.50
1/2 x 5/64	3.00

140. In § 1306.165 (b) (13) (ii), Table H–2 entitled "Sheet Shearing Extras", the column headed "Types of shearing" the second line under the subheading "II. To Width Only" is amended to read as follows:

5 15/16" to over 4"

141. In § 1306.165 (b) (13) (ii), Table K–2, Part B, the heading "Hot Rolled Sheets" is amended to read "Hot Rolled Sheets and Hot Rolled Bars"; and the heading "Hot Rolled Bars and Hot Rolled Strip" is amended to read "Hot Rolled Strip".

142. In § 1306.165 (b) (14) (ii), Zone Fourteen Price Component Index, column "K" entitled "Miscellaneous Extras" opposite the product "Hot Rolled Alloy Bars" delete the word "None" and insert in lieu thereof the designation "K–2".

143. In § 1306.165 (b) (14) (ii), Table F–10, Part B, a further proviso is added to read as follows:

Provided further, That the charge permitted by Part B of this table need in no instance be less than the charge permitted by Part A of this table for a similar treatment or quality.

144. In § 1306.165 (b) (14) (ii), that portion of Table G–1 following the subtitle "Beams" and preceding the subtitle "Wide Flange Sections" is amended by deleting the words "and channels" each time they appear therein.

145. In § 1306.165 (b) (14) (ii), that portion of Table G–1 following the heading "Channels" and preceding the heading "Structural Angles" is amended to read as follows:

CHANNELS

Standard channels and car and shipbuilding channels 3" to 15" inclusive (except 7" x 18.8 lbs.)	Base
Standard channels and car and shipbuilding channels over 15"	$0.10
Standard shipbuilding channel 7" x 18.8 lbs. (A. A. R. side sill)	.15
Car channels 4" x 13.8 lbs	.10

146. In § 1306.165 (b) (14) (ii), Table G–4 that portion bearing the subtitle "Rounds, Squares and Twisted Squares" is amended by adding a new first line to read as follows:

5/16	$2.00

147. In § 1306.165 (b) (14) (ii), that portion of Table G–4 entitled "Flats—Square Edge and Round Edge" is amended by adding after the words "for bevelled edge sections ____ add $0.10" the words "and for double bevelled edge sections ____ add $0.25".

148. In § 1306.165 (b) (14) (ii), that portion of Table G–4 beginning with the subtitle "Half Ovals" and preceding the subtitle "Half Rounds—Solid" is amended to read as follows:

HALF OVALS

Width in inches—thicknesses in inches and BWG gauges:	
1 to 4 x 1/4 or heavier	$0.40
1 to 4 x Nos. 7, 8, 9 and 3/16	.50
1 to 4 x Nos. 10, 11, 12 and 1/8	.70
3/4 to 15/16 x 3/16 or heavier	.70
3/4 to 15/16 x Nos. 10, 11, 12 and 1/8	.90
3/4 to 15/16 x Nos. 13, 14 and 15	1.20
5/8 to 1 1/16 x 3/32 or heavier	.90
5/8 to 1 1/16 x Nos. 10, 11, 12 and 1/8	1.20
5/8 to 1 1/16 x Nos. 13, 14 and 15	1.40
1/2 to 9/16 x 1/8 or heavier	1.20
1/2 to 9/16 x Nos. 13, 14 and 15	1.60
1/2 x No. 12	1.60
3/8 to 7/16 x 3/32 or heavier	2.00
3/8 to 7/16 x Nos. 14 and 15	2.40

149. In § 1306.165 (b) (14) (ii), that portion of Table G–4 beginning with the subtitle "Channels" and preceding the subtitle "Tees" is amended to read as follows:

CHANNELS

Width in inches—thicknesses in inches and BWG gauges:	
1 1/2 or wider, but under 3 wide, x 3/16 or heavier	$0.25
1 1/2 or wider, but under 3 wide, x 1/8	.40
1 1/2 x 1 1/2 x 3/16 (special box channel)	.40
1 to 1 1/4 x 3/16 or heavier	.40
1 to 1 1/4 x 1/8	.50
1 to 1 1/4 x 7/64	.70
1 x 3/8 x .079	1.00
3/4 and 7/8 x 3/16 or heavier	.50
3/4 and 7/8 x 1/8	.60
3/4 and 7/8 x 7/64	.80
3/4 x 1 1/32 x 3/32	1.00
3/4 x No. 15 and 5/64	1.00
5/8 x 1/8 or heavier	1.70
5/8 x 5/16 x 1/8	1.70
5/8 x 3/32	2.00
1/2 x 1/4 x 3/32	3.00
1/2 x 7/64 or heavier	2.50
1/2 x 5/64	3.00

150. In § 1306.165 (b) (14) (ii), Table K–2, Part B, the heading "Hot Rolled Sheets" is amended to read "Hot Rolled

Sheets and Hot Rolled Bars"; and the heading "Hot Rolled Bars and Hot Rolled Strip" is amended to read "Hot Rolled Strip".

151. In § 1306.165 (b) (15) (ii), Zone Fifteen Price Component Index, column "K" entitled "Miscellaneous Extras" opposite the product "Hot Rolled Alloy Bars" delete the word "None" and insert in lieu thereof the designation "K–2".

152. In § 1306.165 (b) (15) (ii), Table E–6 entitled "Coated and Other Quality Sheets", the last line is amended to read as follows:

3,500 lbs. to 39,999 lbs	deduct .25

153. In § 1306.165 (b) (15) (ii), Table F–10, Part B, a further proviso is added to read as follows:

Provided further, That the charge permitted by Part B of this table need in no instance be less than the charge permitted by Part A of this table for a similar treatment or quality.

154. In § 1306.165 (b) (15) (ii), that portion of Table G–1 following the subtitle "Beams" and preceding the subtitle "Wide Flange Sections" is amended by deleting the words "and channels" each time they appear therein.

155. In § 1306.165 (b) (15) (ii), that portion of Table G–1 following the heading "Channels" and preceding the heading "Structural Angles" is amended to read as follows:

CHANNELS

Standard channels and car and shipbuilding channels 3" to 15" inclusive (except 7" x 18.8 lbs.)	Base
Standard channels and car and shipbuilding channels over 15"	$0.10
Standard shipbuilding channels 7" x 18.8 lbs. (A. A. R. side sill)	.15
Car channels 4" x 13.8 lbs	.10

156. In § 1306.165 (b) (15) (ii), Table G–4, that portion bearing the subtitle "Rounds, Squares and Twisted Squares" is amended by adding a new first line to read as follows:

5/16	$2.00

157. In § 1306.165 (b) (15) (ii), that portion of Table G–4 entitled "Flats—Square Edge and Round Edge" is amended by adding after the words "for bevelled edge sections ____ add $0.10" the words "and for double bevelled edge sections ____ add $0.25".

158. In § 1306.165 (b) (15) (ii), that portion of Table G–4 beginning with the subtitle "Half Ovals" and preceding the subtitle "Half Rounds—Solid" is amended to read as follows:

HALF OVALS

Width in inches—thicknesses in inches and BWG gauges:	
1 to 4 x 1/4 or heavier	$0.40
1 to 4 x Nos. 7, 8, 9 and 3/16	.50
1 to 4 x Nos. 10, 11, 12 and 1/8	.70
3/4 to 15/16 x 3/16 or heavier	.70
3/4 to 15/16 x Nos. 10, 11, 12 and 1/8	.90
3/4 to 15/16 x Nos. 13, 14 and 15	1.20
5/8 to 11/16 x 5/32 or heavier	.90
5/8 to 11/16 x Nos. 10, 11, 12 and 1/8	1.20
5/8 to 11/16 x Nos. 10, 11, 12 and 1/8	1.20
5/8 to 11/16 x Nos. 13, 14 and 15	1.40
1/2 to 9/16 x 1/8 or heavier	1.20
1/2 to 9/16 x Nos. 13, 14 and 15	1.60
1/2 x No. 12	1.60
3/8 to 7/16 x 5/32 or heavier	2.00
3/8 to 7/16 x Nos. 14 and 15	2.40

159. In § 1306.165 (b) (15) (ii), that portion of Table G–4 beginning with the subtitle "Channels" and preceding the subtitle "Tees" is amended to read as follows:

CHANNELS

Width in inches—thicknesses in inches and BWG gauges:	
1 1/2 or wider, but under 3 wide, x 5/16 or heavier	$0.25
1 1/2 or wider, but under 3 wide, x 1/8	.40
1 1/2 x 1 1/2 x 3/16 (special box channel)	.40
1 to 1 1/4 x 3/16 or heavier	.40
1 to 1 1/4 x 1/8	.50
1 to 1 1/4 x 7/64	.70
1 x 3/8 x .079	1.00
3/4 and 7/8 x 3/16 or heavier	.50
3/4 and 7/8 x 1/8	.60
3/4 and 7/8 x 7/64	.80
3/4 x 1 1/32 x 3/32	1.00
3/4 x No. 15 and 5/64	1.00
5/8 x 1/8 or heavier	1.70
5/8 x 5/16 x 1/8	1.70
5/8 x 3/32	2.00
1/2 x 1/4 x 3/32	3.00
1/2 x 7/64 or heavier	2.50
1/2 x 5/64	3.00

160. In § 1306.165 (b) (15) (ii), Table K–2 Part B, the heading "Hot Rolled Sheets" is amended to read "Hot Rolled Sheets and Hot Rolled Bars"; and the heading "Hot Rolled Bars and Hot Rolled Strip" is amended to read "Hot Rolled Strip".

161. In § 1306.165 (b) (16) (ii), Zone Sixteen Price Component Index, column "K" entitled "Miscellaneous Extras" opposite the product "Hot Rolled Alloy Bars" delete the word "None" and insert in lieu thereof the designation "K–2".

162. In § 1306.165 (b) (16) (ii), Table F–10, Part B, a further proviso is added to read as follows:

Provided further, That the charge permitted by Part B of this table need in no instance be less than the charge permitted by Part A of this table for a similar treatment or quality.

163. In § 1306.165 (b) (16) (ii), that portion of Table G–1 following the subtitle "Beams" and preceding the subtitle "Wide Flange Sections" is amended by deleting the words "and channels" each time they appear therein.

164. In § 1306.165 (b) (16) (ii), that portion of Table G–1 following the heading "Channels" and preceding the heading "Structural Angles" is amended to read as follows:

CHANNELS

Standard channels and car and shipbuilding channels 3" to 15" inclusive (except 7" x 18.8 lbs.)	Base
Standard channels and car and shipbuilding channels over 15"	$0.10
Car and shipbuilding channel 7" x 18.8 lbs. (A. A. R. side sill)	.15
Car channels 4" x 13.8 lbs	.10

165. In § 1306.165 (b) (16) (ii), that portion of Table G–4 entitled "Flats-Square Edge and Round Edge" is amended by adding after the words "for bevelled edge sections ____ add $0.10" the words "and for double bevelled edge sections ____ add $0.25".

166. In § 1306.165 (b) (16) (ii), that portion of Table G–4 beginning with the subtitle "Half Ovals" and preceding the subtitle "Half Rounds—Solid" is amended to read as follows:

HALF OVALS

Width in inches—thicknesses in inches and BWG gauges:	
1 to 4 x 1/4 or heavier	$0.40
1 to 4 x Nos. 7, 8, 9 and 3/16	.50
1 to 4 x Nos. 10, 11, 12 and 1/8	.70
3/4 to 15/16 x 3/16 or heavier	.70
3/4 to 15/16 x Nos. 10, 11, 12 and 1/8	.90
3/4 to 15/16 x Nos. 13, 14 and 15	1.20
5/8 to 11/16 x 5/32 or heavier	.90
5/8 to 11/16 x Nos. 10, 11, 12 and 1/8	1.20
5/8 to 11/16 x Nos. 10, 11, 12 and 1/8	1.20
5/8 to 11/16 x Nos. 13, 14 and 15	1.40
1/2 to 9/16 x 1/8 or heavier	1.20
1/2 to 9/16 x Nos. 13, 14 and 15	1.60
1/2 x No. 12	1.60
3/8 to 7/16 x 5/32 or heavier	2.00
3/8 to 7/16 x Nos. 14 and 15	2.40

167. In § 1306.165 (b) (16) (ii), that portion of Table G–4 beginning with the subtitle "Channels" and preceding the subtitle "Tees" is amended to read as follows:

CHANNELS

Width in inches—thicknesses in inches and BWG gauges:	
1 1/2 or wider, but under 3 wide, x 5/16 or heavier	$0.25
1 1/2 or wider, but under 3 wide, x 1/8	.40
1 1/2 x 1 1/2 x 3/16 (special box channel)	.40
1 to 1 1/4 x 3/16 or heavier	.40
1 to 1 1/4 x 1/8	.50
1 to 1 1/4 x 7/64	.70
1 x 3/8 x .079	1.00
3/4 and 7/8 x 3/16 or heavier	.50
3/4 and 7/8 x 1/8	.60
3/4 and 7/8 x 7/64	.80
3/4 x 1 1/32 x 3/32	1.00
3/4 x No. 15 and 5/64	1.00
5/8 x 1/8 or heavier	1.70
5/8 x 5/16 x 1/8	1.70
5/8 x 3/32	2.00
1/2 x 1/4 x 3/32	3.00
1/2 x 7/64 or heavier	2.50
1/2 x 5/64	3.00

168. In § 1306.165 (b) (16) (ii), Table K–2, Part B, the heading "Hot Rolled Sheets" is amended to read "Hot Rolled Sheets and Hot Rolled Bars"; and the heading "Hot Rolled Bars and Hot Rolled Strip" is amended to read "Hot Rolled Strip".

169. In § 1306.165 (b) (17) (ii), Zone Seventeen Price Component Index, column "K" entitled "Miscellaneous Extras" opposite the product "Hot Rolled Alloy Bars" delete the word "None" and insert in lieu thereof the designation "K–2".

170. That portion of § 1306.165 (b) (17) (ii) beginning with the heading "Freight" and preceding the heading "Spread" is amended to read as follows:

Freight. (Rate per 100 pounds in effect at time of shipment.) Freight may be added for less-than-carload shipments as follows:

TABLE C–1

a. *Standard Provision.* The carload rate of freight from basing point to Salt Lake City, Utah, plus the less-than-carload rate of freight from Salt Lake City, Utah; Provo, Utah; Ogden, Utah; Pocatello, Idaho; or Boise, Idaho to destination, whichever is less, with the exception that where the destination is within the switching limits of Salt Lake City, Utah; Provo, Utah; Ogden, Utah; Pocatello, Idaho; or Boise, Idaho, only the carload rate of freight from basing point to Salt Lake City, Utah may be added.

b. *Maximum freight absorption provision.* Part A of this Table C–1 shall not be applicable where the shipping point and the destination are both within Zone Seventeen and the sum of the shipping point price plus the less-than-carload rate of freight from shipping point to destination is greater than the zone destination price (computed without regard to this Part B) by more than $0.45 per 100 pounds.

In such cases freight shall be computed in accordance with whichever of the following alternatives results in the higher charge:

1. The sum of (a) the carload rate of freight from basing point to Salt Lake City, Utah plus (b) the less-than-carload rate of freight from Salt Lake City, Utah; Provo, Utah; Ogden, Utah; Pocatello, Idaho, or Boise, Idaho to shipping point, whichever is less, plus (c) the less-than-carload rate of freight from shipping point to destination minus (d) a deduction at the rate of $0.45 per 100 pounds: *Provided,* That no freight may be added in accordance with (b) above for shipments from a shipping point within the switching limits of Salt Lake City, Utah; Provo, Utah; Ogden, Utah; Pocatello, Idaho; or Boise, Idaho ("basing point", in this instance, refers to the basing point the use of which results in the lowest price at the shipping point); or

2. The sum of (a) the carload rate of freight from basing point to Salt Lake City, Utah plus (b) the less-than-carload rate of freight from Salt Lake City, Utah; Provo, Utah; Ogden, Utah; Pocatello, Idaho; or Boise, Idaho to shipping point, whichever is less, plus (c) the transportation charges actually paid from shipping point to destination minus (d) a deduction at the rate of $0.55 per 100 pounds: *Provided,* That no freight may be added in accordance with (b) above for shipments from a shipping point within the switching limits of Salt Lake City, Utah; Provo, Utah; Ogden, Utah; Pocatello, Idaho; or Boise, Idaho ("basing point", in this instance, refers to the basing point the use of which results in the lowest price at the shipping point).

TABLE C–2

a. *Standard provision.* The less-than-carload rate of freight from the governing basing point to the destination.

b. *Maximum freight absorption provision.* Part A of this Table C–2 shall not be applicable where the shipping point and the destination are both within Zone Seventeen and the sum of the shipping point price plus the less-than-carload rate of freight from shipping point to destination is greater than the zone destination price (computed without regard to this Part B) by more than $0.45 per 100 pounds.

In such cases freight shall be computed in accordance with whichever of the following alternatives results in the higher charge:

1. The sum of (a) the less-than-carload rate of freight from basing point to shipping point plus (b) the less-than-carload rate of freight from shipping point to destination minus (c) a deduction at the rate of $0.45 per 100 pounds ("basing point", in this instance, refers to the basing point the use of which results in the lowest price at the shipping point); or

2. The sum of (a) the less-than-carload rate of freight from basing point to shipping point plus (b) the transportation charges actually paid from shipping point to destination minus (c) a deduction at the rate of $0.55 per 100 pounds ("basing point", in this instance, refers to the basing point the use of which results in the lowest price at the shipping point).

171. § 1306.165 (b) (17) (ii), Table F–9, Part B, a further proviso is added to read as follows:

Provided further, That the charge permitted by Part B of this table need in no instance be less than the charge permitted by Part A of this table for a similar treatment or quality.

172. In § 1306.165 (b) (17) (ii), that portion of Table G–1 following the subtitle "Beams" and preceding the subtitle "Wide Flange Sections" is amended by deleting the words "and channels" each time they appear therein.

173. In § 1306.165 (b) (17) (ii), that portion of Table G–1 following the heading "Channels" and preceding the heading "Structural Angles" is amended to read as follows:

CHANNELS

Standard channels and car and shipbuilding channels 3" to 15" inclusive (except 7" x 18.8 lbs.)	Base
Standard channels and car and shipbuilding channels over 15"	$0.10
Standard shipbuilding channel 7" x 18.8 lbs. (A. A. R. side sill)	.15
Car channels 4" x 13.8 lbs	.10

174. In § 1306.165 (b) (17) (ii), Table G–4, that portion bearing the subtitle "Rounds, Squares and Twisted Squares" is amended by adding a new first line to read as follows:

5/16	$2.00

175. In §1306.165 (b) (17) (ii), that portion of Table G–4 entitled "Flats—Square Edge and Round Edge" is amended by adding after the words "for bevelled edge sections ____ add $0.10" the words "and for double bevelled edge sections ____ add $0.25".

176. In § 1306.165 (b) (17) (ii), that portion of Table G–4 beginning with the subtitle "Half Ovals" and preceding the subtitle "Half Rounds—Solid" is amended to read as follows:

HALF OVALS

Width in inches—thicknesses in inches and BWG gauges:	
1 to 4 x 1/4 or heavier	$0.40
1 to 4 x Nos. 7, 8, 9 and 3/16	.50
1 to 4 x Nos. 10, 11, 12 and 1/8	.70
3/4 to 15/16 x 3/16 or heavier	.70
3/4 to 15/16 x Nos. 10, 11, 12 and 1/8	.90
3/4 to 15/16 x Nos. 13, 14 and 15	1.20
5/8 to 11/16 x 5/32 or heavier	.90
5/8 to 11/16 x Nos. 10, 11, 12 and 1/8	1.20
5/8 to 11/16 x Nos. 13, 14 and 15	1.40
1/2 to 9/16 x 1/8 or heavier	1.20
1/2 to 9/16 x Nos. 13, 14 and 15	1.60
1/2 x No. 12	1.60
3/8 to 7/16 x 3/32 or heavier	2.00
3/8 to 7/16 x Nos. 14 and 15	2.40

177. In § 1306.165 (b) (17) (ii), that portion of Table G–4 beginning with the subtitle "Channels" and preceding the subtitle "Tees" is amended to read as follows:

CHANNELS

Width in inches—thicknesses in inches and BWG gauges:	
1 1/2 or wider, but under 3 wide, x 5/16 or heavier	$0.25
1 1/2 or wider, but under 3 wide, x 1/8	.40
1 1/2 x 1 1/2 x 3/16 (special box channel)	.40
1 to 1 1/4 x 3/16 or heavier	.40
1 to 1 1/4 x 1/8	.50
1 to 1 1/4 x 7/64	.70
1 x 3/8 x .079	1.00
3/4 and 7/8 x 3/16 or heavier	.50
3/4 and 7/8 x 1/8	.60
3/4 and 7/8 x 7/64	.80
3/4 x 1 1/32 x 3/32	1.00
3/4 x No. 15 and 5/64	1.00
5/8 x 1/8 or heavier	1.70
5/8 x 5/16 x 1/8	1.70
5/8 x 3/32	2.00
1/2 x 1/4 x 3/32	3.00
1/2 x 7/64 or heavier	2.50
1/2 x 5/64	3.00

178. In § 1306.165 (b) (17) (ii), Table K–2, Part B, the heading "Hot Rolled Sheets" is amended to read "Hot Rolled Sheets and Hot Rolled Bars"; and the heading "Hot Rolled Bars and Hot Rolled Strip" is amended to read "Hot Rolled Strip".

This amendment shall become effective July 25, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 20th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10840; Filed, July 20, 1944; 11:40 a. m.]

PART 1315—RUBBER AND PRODUCTS AND MATERIALS OF WHICH RUBBER IS A COMPONENT

[MPR 435,[1] Amdt. 5]

NEW BICYCLE TIRES AND TUBES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation 435 is amended in the following respects:

1. In Appendix A, Table IA is amended so as to show a maximum price per pair of $2.73 for Ribgripper Deluxe Lightweight tires, size 26 x 2.125, of the Pharis Tire and Rubber Co.

2. In Appendix C, Table IC is amended so as to show a maximum price per pair of $3.64 for Ribgripper Deluxe Lightweight tires, size 26 x 2.125, of the Pharis Tire and Rubber Co.

3. In Appendix D, Table ID is amended so as to show a maximum price of $2.75 each for Ribgripper Deluxe Lightweight tires, size 26 x 2.125, of the Pharis Tire and Rubber Co.

This amendment shall become effective July 25, 1944.

Issued this 20th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10847; Filed, July 20, 1944; 11:38 a. m.]

PART 1335—CHEMICALS

[RPS 76,[2] Amdt. 7]

HIDE GLUE

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 1335.709 (f) (2) is amended by adding at the end thereof the following:

Provided, further, That war risk insurance charges which may be included in actual landed cost may not exceed pre-

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 10419, 12444, 15609; 9 F.R. 973, 5980.

[2] 7 F.R. 1351, 2132, 2241, 2818, 4381, 8948; 8 F.R. 1365; 9 F.R. 1116, 2857.

mium at current commercial rates based on no more than 105 per cent of actual out-of-pocket cost, which, as used herein, means the actual amount paid or payable to the foreign seller for hide glue, less all discounts, plus freight to the port of entry, plus premiums paid or payable for marine and war risk insurance.

This amendment shall become effective July 25, 1944.

Issued this 20th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10841; Filed, July 20, 1944; 11:41 a. m.]

PART 1347—PAPER, PAPER PRODUCTS, RAW MATERIALS FOR PAPER AND PAPER PRODUCTS, PRINTING AND PUBLISHING

[MPR 140,[1] Amdt. 6]

SANITARY NAPKINS AND TAMPONS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation 140 is amended in the following respects:

1. Section 1347.162 is added to read as follows:

§ 1347.162 *Geographical applicability.* The provisions of this Maximum Price Regulation 140 shall be applicable to the forty-eight states of the United States and the District of Columbia, but shall not be applicable to the territories and possessions of the United States.

2. Section 1347.163 is added to read as follows:

§ 1347.163 *Export sales.* The maximum price at which a person may export the commodities covered by this regulation shall be determined in accordance with the provisions of Second Revised Maximum Export Price Regulation,[2] issued by the Office of Price Administration.

This amendment shall become effective July 25, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 20th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10848; Filed, July 20, 1944; 11:38 a. m.]

PART 1404—RATIONING OF FOOTWEAR

[RO 17,[1] Amdt. 67]

SHOES

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Ration Order 17 is amended in the following respects:

1. A new section 2.11 (k) is added to read as follows:

(k) Any establishment may be authorized to transfer as non-rationed men's and women's factory damaged shoes which cannot reasonably be sold for ration currency, in accordance with the following provisions:

(1) For the purposes of this paragraph, a factory damaged shoe is a shoe damaged in the process of manufacturing to such an extent that the imperfection or damage substantially decreases the value of the shoe, the damage being due to defective machinery, poor workmanship or use of imperfect materials, and the imperfection or damage being visible before the shoes are or were first transferred by the manufacturer. (However, if shoes were damaged because of the use of the imperfect materials and the damage due to such imperfect materials substantially decreases the value of the shoes and is or was plainly visible at the time the shoes are or were returned to the manufacturer, or inspected by the District Office, they may be included as factory damaged shoes.)

(2) Application to transfer shoes as non-rationed under this paragraph, shall be made to the District Office for the area where the establishment is located. No application shall be acted upon by the District Office before August 5, 1944. No application may be made after August 31, 1944. Only one application may be made unless the District Office in its discretion otherwise permits. The application need not be made on any prescribed form but shall contain or be accompanied by two copies of a list of the shoes proposed to be transferred as non-rationed, showing the number of pairs of shoes of each type (as set forth on OPA Form R-1701 or OPA Form R-1701A) sought to be transferred ration-free. Only factory damaged shoes which the establishment has in its inventory on the date of the application may be included in the application. Establishments, other than manufacturing establishments, may include in the application only shoes which were invoiced as factory damaged shoes unless the shoes are damaged because of the use of imperfect materials and are inspected by the District Office. Before the District Office approves an application, it may inspect any shoes included therein to determine whether or not they are "factory damaged shoes" within the meaning of subparagraph (1) above.

(3) The District Office, if it approves the application in whole or in part shall indicate its approval in writing and shall attach thereto a copy of the list of shoes submitted by the applicant, on which it shall indicate the number of pairs of shoes authorized to be transferred as non-rationed. The District Office shall issue to the applicant official non-rationed stickers (OPA Form R-1711, or R-123 with the words "Non-Rationed" printed on it) equal to the number of pairs of shoes permitted to be transferred as non-rationed. Before transferring any shoes as non-rationed under this subparagraph, the establishment must attach one of such stickers to the inside of the left shoe of each pair of shoes and the establishment shall write or print on each sticker the words "Factory Damaged", or the letters "F. D.", and a code number assigned by the District Office.

(4) Any establishment may transfer ration-free to any other establishment factory damaged shoes that are marked in accordance with subparagraph (3) above, if the price charged does not exceed $1.20 per pair. Any establishment whose sales of shoes are made principally to consumers may transfer such shoes to consumers ration-free, if the price charged does not exceed $1.80 per pair. Any establishment selling such shoes at a price in excess of these limitations must collect ration currency for them and surrender the currency to the District Office within five days.

(5) When such shoes are offered for sale to consumers in any notice or advertisement, they shall be referred to as "OPA Release—Factory Damaged Shoes."

(6) For the purposes of this paragraph the price charged to an establishment is the invoice price less any separable transportation expense (a charge for freight or postage which is stated separately on the invoice but which is part of the invoice price). In determining the price charged, a cash or trade discount may not be deducted from the invoice price.

(7) Each establishment shall keep a record, in the manner required by section 2.13 (b) (9) showing the number of pairs of shoes in its inventory which were released under this paragraph, and the number of pairs of shoes released or acquired ration-free under this paragraph which later became rationed shoes because the stickers were detached or because the shoes were sold at a price in excess of the price limitations of this paragraph.

This amendment shall become effective July 24, 1944.

NOTE: The reporting requirements and record-keeping provisions of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 20th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10849; Filed, July 20, 1944; 11:38 a. m.]

PART 1415—PROTECTIVE COATINGS

[RMPR 264,[1] Amdt. 1]

VEGETABLE WAXES AND BEESWAX

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 11 (a) (6) is amended to read as follows:

"Actual insurance rates" means war risk insurance premium at current commercial rates based on no more than 105 per cent of actual out-of-pocket cost, and actual marine insurance premium rates. As used herein, actual out-of-pocket cost means the actual amount paid or payable to the foreign seller for vegetable waxes or beeswax, less all discounts, plus freight to the port of entry, plus premiums paid or payable for marine and war risk insurance.

This amendment shall become effective July 25, 1944.

Issued this 20th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10842; Filed, July 20, 1944; 11:40 a. m.]

PART 1416—COAL TAR

[RMPR 192,[1] Amdt. 2]

IMPORTED TAR ACIDS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Revised Maximum Price Regulation No. 192 is amended in the following respects:

1. Appendix B (a) (2) (ii) is amended to read as follows:

(ii) If the risks are borne by Defense Supplies Corporation, rates no higher than current commercial rates based on no more than 105 per cent of actual out-of-pocket cost. As used herein, actual out-of-pocket cost means the actual amount paid or payable to the foreign seller for the finished tar acids, less all discounts, plus freight to port of entry, plus premiums paid or payable for marine and war risk insurance.

2. Appendix C (a) (2) (ii) is amended to read as follows:

(ii) If the risks are borne by Defense Supplies Corporation, rates no higher than current commercial rates based on no more than 105 per cent of actual out-of-pocket cost. As used herein, actual out-of-pocket cost means the actual amount paid or payable to the foreign seller for the crude acids, less all discounts, plus freight to port of entry, plus premiums paid or payable for marine and war risk insurance.

This amendment shall become effective July 25, 1944.

Issued this 20th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10843; Filed, July 20, 1944; 11:41 a. m.]

PART 1423—GUMS AND NATURAL RESINS

[MPR 297,[1] Amdt. 1]

NATURAL RESINS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 1423.14 (a) (4) is amended to read as follows:

(4) *Extra charges.* (i) The amount by which charges for war risk insurance and ocean freight actually incurred exceed charges based upon the rates prevailing on December 5, 1941, may be added to the maximum prices established by this Appendix A: *Provided,* That such charges are itemized separately on the invoice: *And further provided,* That these excess charges for war risk insurance may not be greater than the difference between the charges at rates existing on December 5, 1941 and at current commercial rates based on no more than 105 per cent of actual out-of-pocket cost. As used herein, actual out-of-pocket cost means the actual amount paid or payable to the foreign seller for the natural resin, less all discounts, plus freight to the port of entry, plus premiums paid or payable for war risk insurance.

This amendment shall become effective July 25, 1944.

Issued this 20th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10884; Filed, July 20, 1944; 11:41 a. m.]

PART 1429—POULTRY AND EGGS

[RMPR 269,[1] Amdt. 32]

POULTRY

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Revised Maximum Price Regulation No. 269 is amended in the following respects:

1. The heading of § 1429.19 (h) (1) (i) is amended to read as follows: *"Grade 'A' processed poultry items and Grade 'I' live poultry items."*

2. Section 1429.19 (h) (1) (ii) is amended to read as follows:

(ii) *Grade "B" processed poultry items.* All Grade "B" processed poultry items, except Grade "B" processed duck items, shall be 1½ cents per pound less in price than the corresponding Grade "A" processed poultry items listed above. All Grade "B" processed duck items shall be the same price as Grade "A" processed duck items.

3. Section 1429.19 (h) (1) (iii) is amended to read as follows:

(iii) *Grade "C" processed poultry items and Grade "2" live poultry items.* All Grade "C" processed poultry items shall be 4 cents per pound less in price than the corresponding Grade "A" processed poultry items listed in Table A above. All Grade "2" live poultry items shall be 4 cents per pound less in price than the corresponding Grade "1" live poultry items listed in Table A above.

4. Section 1429.19(j) is amended to read as follows:

(j) *Species, age and sex specifications for items listed in Table A.* Species, age and sex specifications promulgated by the United States Department of Agriculture in the publications listed immediately below shall be used as the species, age and sex specifications for all poultry items listed in Table A of this section.

Tentative U. S. Standards for Classes and Grades for Dressed Turkeys.

Classifications and Tentative Specifications for U. S. Standards and Grades for Dressed Chickens.

Tentative Specifications for U. S. Standards and Grades for Dressed Ducks, Geese, Guineas and Squabs.

Tentative U. S. Standards for Classes and Grades for Live Poultry.

5. Section 1429.19(k) (3) is amended to read as follows:

(3) The Tentative Standards for Classes and Grades for Live Poultry now in effect shall apply to all sales, purchases, or deliveries of live poultry covered herein. Revisions promulgated by the Department of Agriculture shall become concurrently effective for the purpose of this regulation for live poultry sold, purchased, or delivered after the issuance of such revisions.

This amendment shall become effective July 24, 1944.

Issued this 20th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

Approved: July 15, 1944.

MARVIN JONES,
War Food Administrator.

[F. R. Doc. 44-10852; Filed, July 20, 1944; 11:39 a. m.]

PART 1441—TANNING MATERIALS

[MPR 531,[1] Amdt. 1]

IMPORTED VEGETABLE TANNING MATERIALS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 1 (a) (12) is amended to read as follows:

(12) "Total insurance" means both marine risk and war risk insurance. Marine risk insurance includes marine extension clause, and covers strikes, riots and civil commotions. War risk insurance includes extended transshipment coverage, but the premium shall not exceed the premium at current commercial rates based on no more than 105 per cent of actual out-of-pocket cost. As used herein, actual out-of-pocket cost means the actual amount paid or payable to the foreign seller for the tanning material,

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*Copies may be obtained from the Office of Price Administration.

[1] 7 F.R. 3410, 5563, 7178, 7996, 8996, 8948, 7108, 13247.

[2] 8 F.R. 4132, 5987, 7662, 9998, 15193, 9 F.R. 1036, 5435, 5923, 7201.

[3] 8 F.R. 15839, 16605, 16996; 9 F.R. 92, 573, 764, 2232, 2656, 2947, 2829, 3340, 3944, 4391, 5254, 5805, 6233, 6647, 6455, 7080.

[1] 9 F.R. 5956.

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 5386; 9 F.R. 3391.

[2] 8 F.R. 263.

[1] 7 F.R. 10708, 10864, 11118; 8 F.R. 567, 856, 878, 2280, 3316, 3419, 3792, 6736, 9299, 10940, 11691, 13302, 13813, 14016, 15258, 15190, 16793; 9 F.R. 95, 612, 902, 96, 1086, 1941, 3233, 3345, 4356, 5695, 7699.

[1] 9 F.R. 4893.

less all discounts, plus freight to port of entry, plus premiums paid or payable for marine and war risk insurance.

This amendment shall become effective July 25, 1944.

Issued this 20th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10845; Filed, July 20, 1944; 11:40 a. m.]

PART 1499—COMMODITIES AND SERVICES

[SR 15[2] to GMPR,[1] Amdt. 29]

MAYONNAISE AND SALAD DRESSING

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

A new § 1499.75 (a) (17) is added to read as follows:

(17) *Mayonnaise and salad dressing.* (i) The Office of Price Administration or any regional office thereof may, on application for adjustment in accordance with the provisions of Revised Procedural Regulation No. 1,[3] adjust the maximum price of a processor or manufacturer of mayonnaise or salad dressing where the processor or manufacturer shows that:

(*a*) The processor's or manufacturer's maximum price is below the general level of prices prevailing for similar products sold in the same general area as that in which the applicant's product is sold.

By "similar product" is meant a product the total fat content of which is approximately the same as the total fat content of applicant's product.

(*b*) The processor or manufacturer is or will be unable to maintain his production at his present maximum price; and

(*c*) The loss of his production would result in consumers having to pay higher prices for the most nearly similar product available; and

(*d*) An increase in his maximum price will enable him to continue production; and where

(*e*) The Administrator is of the opinion that an increase in his maximum price would, under all the circumstances, be in furtherance of the purposes of the Emergency Price Control Act of 1942, as amended.

The maximum price increase that may be granted to a processor or manufacturer under this § 1499.75 (a) (17) shall not cause his price to exceed the general level of prices prevailing for similar products sold in the same general area as that in which applicant's product is sold. Subject to this limitation, an increase may be granted not to exceed the total cost of the product, or if the applicant's earnings from all operations, before income and excess profits taxes, are low in comparison with those of a "representative peace-time period", adjusted for subsequent changes in investment, and if in view of such over-all earnings a small margin of profit is reasonably necessary to permit production, an increase may be allowed estimated to yield such a profit margin. A "representative peace-time period" means the period of the years 1936–1939, inclusive. When 1936 to 1939 does not represent a reasonably normal pre-war period, some other period may be used, but its use must be positively justified in the application.

(ii) Each application shall be filed in triplicate in the District Office for the district in which is located the applicant's principal place of business. It must be accompanied by a sworn chemical analysis of an independent, reputable chemist or chemical firm, of the fat content (as determined by the official tentative methods of analysis of the Association of Official Agriculture Chemists, 5th Ed. 1940) of applicant's mayonnaise or salad dressing and of the mayonnaise or salad dressings with which it is being compared.

(iii) If an adjustment is granted to a manufacturer or processor, an adjustment at the same time shall be granted to distributors, other than wholesalers or retailers covered by Maximum Price Regulations Nos. 421, 422 and 423, to the extent of the increase allowed to the manufacturer or processor, and such distributors shall be required to notify wholesalers and retailers covered by Maximum Price Regulations Nos. 421, 422 and 423 to whom they sell, to refigure their ceiling prices on the item in accordance with the provisions of Maximum Price Regulations Nos. 421, 422 and 423.

(iv) *Definitions.* When used in this § 1499.75 (a) (17) the term

(*a*) "Mayonnaise" means the semi-solid emulsion of edible vegetable oil, egg yolk or whole egg, a vinegar and/or lemon juice, with one or more of the following: salt and other seasoning commonly used in its preparation, sugar and/or dextrose. The finished product must contain not less than 50 percent edible vegetable oil.

(*b*) "Salad dressing" is the wholly or partly cooked or boiled semi-solid emulsion of edible vegetable oil, egg yolk or whole egg, vinegar, water and/or lemon juice, with one or more of the following: salt and other seasoning commonly used in its preparation, sugar and/or dextrose, starches or other edible moisture absorbing agents.

This amendment shall become effective July 25, 1944.

Issued this 20th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10850; Filed, July 20, 1944; 11:38 a. m.]

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* Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 1385.

[2] 7 F.R. 8959, 9819, 10584, 11006; 8 F.R. 1201, 6443, 8614, 9026, 11873, 13255, 13395, 13724, 15197, 16298, 16796, 17228; 9 F.R. 755, 908, 1531, 1948.

[3] 8 F.R. 3313, 3533, 6173, 11806; 9 F.R. 1594.

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter I—Interstate Commerce Commission

[S. O. 207-A]

PART 95—CAR SERVICE

RESTRICTION ON HOLDING CERTAIN REFRIGERATOR CARS

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 19th day of July, A. D. 1944.

Upon further consideration of Service Order No. 207 (9 F.R. 5316) of May 16, 1944, and good cause appearing therefor:

It is ordered, That:

Service Order No. 207 (9 F.R. 5316) of May 16, 1944, 49 C.F.R. § 95.38 restricting the holding of cars loaded with fruits, vegetables and melons for orders, reconsignment or diversion at points in the South, be, and it is hereby, vacated and set aside. (40 Stat. 101, sec. 402, 41 Stat. 476, sec. 4, 54 Stat. 901; 49 U.S.C. 1 (10)–(17))

It is further ordered, That this order shall become effective at 12:01 a. m., July 21, 1944; that a copy of this order and direction shall be served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and that notice of this order be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

By the Commission, Division 3.

[SEAL] W. P. BARTEL,
Secretary.

[F. R. Doc. 44-10820; Filed, July 20, 1944; 11:07 a. m.]

Notices

TREASURY DEPARTMENT.

Fiscal Service: Bureau of the Public Debt.

[1944 Dept. Circ. 746]

⅞ PERCENT TREASURY CERTIFICATES OF INDEBTEDNESS OF SERIES E-1945

OFFERING OF CERTIFICATES

JULY 20, 1944.

I. *Offering of certificates.* 1. The Secretary of the Treasury, pursuant to the authority of the Second Liberty Bond Act, as amended, invites subscriptions, at par, from the people of the United States for certificates of indebtedness of the United States, designated ⅞ percent Treasury Certificates of Indebtedness of Series E-1945, in exchange for Treasury Certificates of Indebtedness of Series D-1944, maturing August 1, 1944.

II. *Description of certificates.* 1. The certificates will be dated August 1, 1944, and will bear interest from that date at the rate of ⅞ percent per annum, payable semiannually on February 1 and August 1, 1945. They will mature August 1, 1945, and will not be subject to call for redemption prior to maturity.

2. That income derived from the certificates shall be subject to all Federal taxes, now or hereafter imposed. The certificates shall be subject to estate, inheritance, gift or other excise taxes, whether Federal or State, but shall be exempt from all taxation now or hereafter imposed on the principal or interest thereof by any State, or any of the possessions of the United States, or by any local taxing authority.

3. The certificates will be acceptable to secure deposits of public moneys. They will not be acceptable in payment of taxes.

4. Bearer certificates with interest coupons attached will be issued in denominations of $1,000, $5,000, $10,000, $100,000 and $1,000,000. The certificates will not be issued in registered form.

5. The certificates will be subject to the general regulations of the Treasury Department, now or hereafter prescribed, governing United States certificates.

III. *Subscription and allotment.* 1. Subscriptions will be received at the Federal Reserve Banks and Branches and at the Treasury Department, Washington. Banking institutions generally may submit subscriptions for account of customers, but only the Federal Reserve Banks and the Treasury Department are authorized to act as official agencies.

2. The Secretary of the Treasury reserves the right to reject any subscription, in whole or in part, to allot less than the amount of certificates applied for, and to close the books as to any or all subscriptions at any time without notice; and any action he may take in these respects shall be final. Subject to these reservations, all subscriptions will be allotted in full. Allotment notices will be sent out promptly upon allotment.

IV. *Payment.* 1. Payment at par for certificates allotted hereunder must be made on or before August 1, 1944, or on later allotment, and may be made only in Treasury Certificates of Indebtedness of Series D-1944, maturing August 1, 1944, which will be accepted at par, and should accompany the subscription.

V. *General provisions.* 1. As fiscal agents of the United States, Federal Reserve Banks are authorized and requested to receive subscriptions, to make allotments on the basis and up to the amounts indicated by the Secretary of the Treasury to the Federal Reserve Banks of the respective districts, to issue allotment notices, to receive payment for certificates allotted, to make delivery of certificates on full-paid subscriptions allotted, and they may issue interim receipts pending delivery of the definitive certificates.

2. The Secretary of the Treasury may at any time, or from time to time, prescribe supplemental or amendatory rules and regulations governing the offering, which will be communicated promptly to the Federal Reserve Banks.

[SEAL] D. W. BELL,
Acting Secretary of the Treasury.

[F. R. Doc. 44-10839; Filed, July 20, 1944; 11:21 a. m.]

CIVIL AERONAUTICS BOARD.

[Docket Nos. 864, 889, 890]

ALASKA AIRLINES, INC., AND WOODLEY AIRWAYS

NOTICE OF HEARING

In the matter of the application of Alaska Airlines, Inc., Docket No. 864, the applications of Woodley Airways, Docket Nos. 889 and 890, for authority to conduct certain operations between Fairbanks and Kodiak via intermediate points filed pursuant to section 401 of the Civil Aeronautics Act of 1938, as amended, and the certification of the Postmaster General, pursuant to section 401 (n) of the act, that a permanent certificate of public convenience and necessity be issued authorizing the air transportation of mail between Fairbanks and Kodiak, via Anchorage, Alaska, Docket No. 1315.

Notice is hereby given, pursuant to the Civil Aeronautics Act of 1938, as amended, particularly sections 401 and 1001 of said act, that a hearing in the above-entitled proceeding is assigned to be held on August 15, 1944 at 10 a. m. in the Alaska Office of the Civil Aeronautics Board at Anchorage, Alaska before Examiners Raymond W. Stough and Robert A. Bartoo.

Dated Washington, D. C., July 18, 1944.

By the Civil Aeronautics Board.

[SEAL] FRED A. TOOMBS,
Secretary.

[F. R. Doc. 44-10804; Filed, July 20, 1944; 10:29 a. m.]

FEDERAL POWER COMMISSION.

[Docket Nos. G-428 and G-497]

NORTHERN NATURAL GAS COMPANY

ORDER DENYING APPLICATION FOR CONTINUANCE

JULY 17, 1944.

Upon consideration of the application filed July 14, 1944, by United Gas Coke and Chemical Workers, Local 16, C. I. O., for a continuance of the hearing in the above entitled matters for a period of 90 days beyond July 26, 1944, the date now fixed; and

It appearing to the Commission that:

(a) The application in Docket No. G-428 was filed on November 16, 1942, and notice thereof was given, including publication in the FEDERAL REGISTER on December 29, 1942, at Volume 7, page 11032;

(b) The application in Docket No. G-497 was filed on September 4, 1943, and notice thereof was given, including publication in the FEDERAL REGISTER on September 14, 1943, at Volume 8, page 12579;

(c) By order dated June 16, 1944, the Commission consolidated the proceedings on the aforesaid applications for purposes of a hearing to be held in St. Paul, Minnesota, commencing July 26, 1944; notice of such order was given by publication in the FEDERAL REGISTER on June 22, 1944, at Volume 9, page 6918;

The Commission finds that: No good cause has been shown for granting at this time the application for a continuance;

The Commission orders that: The application of United Gas Coke and Chemical Workers, Local 16, C. I. O., for a continuance of the hearing in the above-entitled matters be and the same is hereby dismissed without prejudice to the renewal of such application at the hearing upon the conclusion of the direct case of Northern Natural Gas Company.

By the Commission.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 44-10801; Filed, July 20, 1944; 9:30 a. m.]

MEMPHIS NATURAL GAS CO.

[Docket No. G-522]

NOTICE OF FILING FOR REHEARING

JULY 19, 1944.

Notice is hereby given that on July 10, 1944, Memphis Natural Gas Company, a Delaware Corporation having its principal place of business in Memphis, Tennessee, filed with the Federal Power Commission its petition for rehearing, reconsideration and reversal of the Commission's order of June 10, 1944, dismissing without prejudice the application of the Memphis Natural Gas Company for a certificate of public convenience and necessity pursuant to section 7 of the Natural Gas Act, as amended, to authorize the construction and operation of the following described facilities, approximately 61 miles of 18-inch O. D. loop line paralleling its existing transmission system in Chicot County, Arkansas, and Boliver, Coahoma and Tunica Counties, Mississippi, including tie-ins and appurtenant facilities.

In addition, and in support of the petition of the Memphis Natural Gas Company, the State of Tennessee, Memphis Light, Gas & Water Division of Memphis, Tennessee, and West Tennessee Gas Company of Jackson, Tennessee, likewise filed on July 10, 1944, petitions for rehearing, reconsideration, and reversal of the order above referred to.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 44-10803; Filed July 20, 1944; 10:28 a. m.]

INTERSTATE COMMERCE COMMISSION.

[S. O. 70–A, Special Permit 40]

RECONSIGNMENT OF GRAPEFRUIT AT COLUMBUS, OHIO

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Columbus, Ohio, not later than February 15, 1944, by Alamo Fruit and Vegetable Company of car PFE 74646, grapefruit, on the Baltimore and Ohio Railroad, to Cleveland, Ohio (B&O-NKP), because reconsigning orders delayed in transmission.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 9th day of February 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10821; Filed, July 20, 1944; 11:07 a. m.]

[S. O. 70–A, Special Permit 381]

RECONSIGNMENT OF ORANGES AT MINNEAPOLIS, MINN.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Minneapolis, Minnesota, July 15, 1944, by Mutual Orange Distributors, of car PFE 40123, oranges, now on the C. St. P. M. & O. Railroad, to Fena Food Beverage Company, Hibbing, Minnesota.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 15th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10822; Filed, July 20, 1944; 11:07 a. m.]

[S. O. 70–A, Special Permit 382]

RECONSIGNMENT OF POTATOES AT KANSAS CITY, MO.–KANS.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Kansas City, Missouri-Kansas, July 15, 1944, by L. S. Taube Company, of car PFE 38238, potatoes, now on the A. T. & S. F. Railway, to Paducah, Kentucky.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 15th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10823; Filed, July 20, 1944; 11:07 a. m.]

[S. O. 70–A Special Permit 383]

RECONSIGNMENT OF POTATOES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Chicago, Illinois, July 15, 1944, by National Produce Company of car MDT 17075, potatoes, now on the Chicago Produce Terminal, to Seymour, Indiana.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 15th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10824; Filed, July 20, 1944; 11:07 a. m.]

[S. O. 70–A, Special Permit 384]

RECONSIGNMENT OF CANTALOUPES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Chicago, Illinois, July 15, 1944, by Chicago Tomato Company of car PFE 92696, cantaloupes, now on the Alton Railroad, to Kyman Brothers, Cleveland, Ohio (NKP).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 15th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10825; Filed, July 20, 1944; 11:07 a. m.]

[S. O. 70–A, Special Permit 385]

RECONSIGNMENT OF POTATOES AT KANSAS CITY, MO.-KANS.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Kansas City, Missouri-Kansas, July 15, 1944, by Cochrane Brokerage Company, of car ART 22095, potatoes, now on the Union Pacific Railroad, to Mason City, Iowa (C. R. I. & P.).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 15th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10826; Filed, July 20, 1944; 11:07 a. m.]

[S.O. 70–A, Special Permit 386]

RECONSIGNMENT OF POTATOES AT KANSAS CITY, MO.-KANS.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Kansas City, Missouri-Kansas, July 15, 1944, by E. E. Fadler Company of car PFE 45177, potatoes, now on the C. R. I. & P. Railroad, to Chicago, Illinois (C. R. I. & P. RR.).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 15th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10827; Filed, July 20, 1944; 11:08 a. m.]

[S. O. 70–A, Special Permit 387]

RECONSIGNMENT OF GRAPEFRUIT AT IOWA CITY, IOWA

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Iowa City, Iowa, not later than July 17, 1944, by Harry L. Snyder Company, of car PFE 74562, grapefruit, now on the Rock Island Railroad to Chicago, Illinois.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 17th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10828; Filed, July 20, 1944; 11:08 a. m.]

[S. O. 70–A, Special Permit 388]

RECONSIGNMENT OF POTATOES AT KANSAS CITY, MO.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Kansas City, Missouri, July 17, 1944, by L. S. Taube of car URT 16520, potatoes, now on the Santa Fe Railway, to Decatur, Illinois, via Wabash.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 17th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10829; Filed, July 20, 1944; 11:08 a. m.]

[S. O. 70–A, Special Permit 389]

RECONSIGNMENT OF CANTALOUPES AT CROXTON YARDS, N. J.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Croxton Yards, New Jersey, July 17, 1944, by Tassini & Salisch Company, of cars NRC 10142 to Bridgeport, Conn., PFE 19855 to New Haven, Connecticut, both cars now on Erie Railroad and loaded with cantaloupes.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 17th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10830; Filed, July 20, 1944; 11:08 a. m.]

[S. O. 200, General Permit 13, 2d Amdt.]

REICING OF POTATOES FROM DESIGNATED STATES

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337,9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

On any refrigerator car loaded with potatoes originating at any point or points in the States of Colorado, Kansas, Missouri, Nebraska, Wyoming and Utah, to reice in transit one time only and to accord the reicing at stations designated by shippers or, at the carriers' option, at the first icing station on either side of such designated station. This general permit shall apply to all such cars billed or moving on the effective date hereof.

This general permit shall become effective at 12:01 a. m., July 19, 1944, and shall expire at 12:01 a.m., September 1, 1944.

The waybills shall show reference to this general permit.

A copy of this general permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 18th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10838; Filed, July 20, 1944; 11:08 a. m.]

[S. O. 200, Special Permit 137]

REICING OF POTATOES AT DENISON, TEX.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice in transit, one time only, at Denison, Texas, (MKT), as ordered by U. S. Army Quarter Master Corps, car of potatoes ART 23763, moving July 15, 1944, from Hannibal, Missouri, to Camp Swift, Dunstan, Texas, (Wab.–MKT).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 15th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10831; Filed July 20, 1944; 11:08 a. m.]

[S. O. 200, Special Permit 138]

REICING OF POTATOES AT JERSEY CITY, N. J.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice once, at Jersey City, New Jersey, July 15, 1944, with not over 2 tons of ice in each bunker, as ordered by William Fienstein and Company, cars of potatoes, WFE 62360 or car substituted therefor, FGE 47024, FGE 36443, FGE 19536, now on the Pennsylvania Railroad, at The Cove, Jersey City, New Jersey, because loading on S. S. Morton M. McCarver, changed to S. S. Jacob Luckenbach, a week later on July 23, 1944.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 15th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10832; Filed, July 20, 1944; 11:08 a. m.]

[S. O. 200, Special Permit 139]

REICING OF POTATOES AT KANSAS CITY, MO.–KANS.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice, one time only, at Kansas City, Missouri-Kansas, July 15, 1944, as ordered by Cochrane Brokerage Company, car of potatoes ART 22095, now on the Union Pacific Railroad, account reconditioned and reconsigned to Mason City, Iowa (C. R. I. & P.).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 15th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10833; Filed, July 20, 1944; 11:09 a. m.]

[S. O. 200, Special Permit 140]

REICING OF POTATOES AT ST LOUIS, MO.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice, one time only, at St. Louis, Missouri, July 15, 1944, as ordered by Rudin Distributing Company, car of potatoes NWX 70295, on the Wabash Railroad, account showing decay and need ice.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 15th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10834; Filed, July 20, 1944; 11:09 a. m.]

[S. O. 200, Special Permit 141]

REICING OF POTATOES AT DENISON, TEX.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice once in transit at Denison, Texas, SFRD 21006, potatoes, shipped July 15 from Hannibal, Missouri, to Camp Swift, Dunstan, Texas, routed Wabash—MKT by QMMC.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 17th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10835; Filed, July 20, 1944; 11:09 a. m.]

[S. O. 200, Special Permit 142]

REICING OF POTATOES AT DENISON, TEX.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

"To reice once SFRD 32162 at Denison, Texas, SFRD 4552 and 38495 at Pine Bluff, Arkansas, all potatoes shipped July 15 from American Cold Storage, St. Louis, Missouri, first car routed MKT to Dunstan, Texas, other two via SSW, T&NO to San Antonio and Fort Sam Houston respectively, all shipped for account QMMC.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 17th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10836; Filed, July 20, 1944; 11:09 a. m.]

[S. O. 200, Special Permit 143]

REICING OF POTATOES AT JERSEY CITY, N. J.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice once with 3 tons in each of the following cars of potatoes, now at the Cove, Jersey City, New Jersey, on the Pennsylvania Railroad, as ordered by Feinstein & Company, New York, New York.

FGE 50974	FGE 36410
WFE 49444	WFE 62272
BRE 78627	FGE 52698
FGE 14217	FGE 52735
WFE 61477	WFE 61484
FGE 52458	

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 17th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–10837; Filed, July 20, 1944; 11:09 a. m.]

OFFICE OF ALIEN PROPERTY CUSTODIAN

[Vesting Order 3879]

CARL FRIDRICK BOGER

In re: Estate of Carl Fridrick Boger, also known as Carl Frederick Boger, deceased; File D–28–3859; E. T. sec. 6603.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Roland Maxwell, Administrator with the Will Annexed, acting under the judicial supervision of the Superior Court of the State of California, in and for the County of Los Angeles;

(2) Such property and interests are payable or deliverable to, or claimed by a national of a designated enemy country, Germany, namely,

National and Last Known Address

Wilhelm Boger, Germany.

And determining that—

(3) If such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Wilhem Boger, in and to the estate of Carl Fridrick Boger, also known as Carl Frederick Boger, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10751; Filed, July 19, 1944, 11:51 a. m.]

[Vesting Order 3880]

FREDERICK W. BRAMBEER

In re: Trust u/w of Frederick W. Brambeer, deceased; File No. D–28–1935; E. T. sec. 1353.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Bank of New York, as Trustee, acting under the judicial supervision of the Surrogate's Court, New York County, New York;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Ada Ursula Brambeer, or her issue, Germany.

Francis Moran Brambeer, Jr., Germany.

Francis Moran Brambeer, Germany.

Sarah von Berenberg-Gossler, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Ada Ursula Brambeer, or her issue, Francis Moran Brambeer, Jr., Francis Moran Brambeer and Sarah von Berenberg-Gossler, and each of them, in and to trusts created under the Will of Frederick W. Brambeer, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10752; Filed, July 19, 1944; 11:51 a. m.]

[Vesting Order 3881]

CAROLINE BRUCKER EASTIN

In re: Estate of Caroline Brucker Eastin, deceased; File D–66–1510; E. T. sec. 9628.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Robert E. Carter, Arch A. Orr and Will A. Eastin, Co-administrators with the Will Annexed, acting under the judicial supervision of the Superior Court of the State of California in and for the County of Los Angeles;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Philip Brucker, Germany.
Lena Brucker, Germany.
Zalma (Salome) Brucker, Germany.
Elizabeth Brucker, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Philip Brucker, Lena Brucker, Zalma (Salome) Brucker, and Elizabeth Brucker, and each of them, in and to the estate of Caroline Brucker Eastin, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10753; Filed, July 19, 1944; 11:51 a. m.]

[Vesting Order 3882]

GEORGE WILLIAM ELLIS

In re: Trust under the will of George William Ellis, deceased; File D–28–2124; E.T. sec. 3012.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by L. Edmund Zacher and William R. C. Corson, Co-Executors, acting under the judicial supervision of the Court of Probate for the District of Hartford, State of Connecticut;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Baronin Von Hoyningen-Huene (formerly Aimee Ellis), Neustrelitz, Mecklenburg, Germany.

The children of Baronin Von Hoyningen-Huene (formerly Aimee Ellis), Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests;

All right, title, interest and claim of any kind or character whatsoever of Baronin Von Hoyningen-Huene (formerly Aimee Ellis) and the children of Baronin Von Hoyningen-Huene (formerly Aimee Ellis) in and to the trust created under the Last Will and Testament of George William Ellis, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10754; Filed, July 19, 1944; 11:52 a. m.]

[Vesting Order 3883]

FIDELITY UNION TITLE AND MORTGAGE GUARANTY CO.

In re: Mortgage Participation Certificate in Mortgage Trust No. 68336, in the matter of proceedings under the Mortgage Guaranty Corporation's Rehabilitation Act, affecting the Fidelity Union Title and Mortgage Guaranty Company, File No. D–66–553: E. T. sec. 3585.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by the Fidelity Union Trust Company, as Trustee, acting under the judicial supervision of the Court of Chancery, State of New Jersey; and

(2) Such property and interests are payable or deliverable to, or claimed by nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Marie Roth, Germany.
Mathias Heck, Germany.
Andreas Heck, Germany.
Mathilde Ultes, Germany.
Mathilde Geippert, Germany.
Emily Bachmann, Germany.
Elise Sparwasser, Germany.
Kaethe Dick, Germany.
Gertrud Rose, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

(a) All right, title, interest and claim of any kind or character whatsoever of Marie Roth in and to trust certificate No. 118 of Mortgage Investment No. 68336 for $1,666.66, issued by the Fidelity Union Trust Company;

(b) All right, title, interest and claim of any kind or character whatsoever of Mathias Heck in and to trust certificate No. 119 of Mortgage Investment No. 68336 for $1,666.66, issued by the Fidelity Union Trust Company;

(c) All right, title interest and claim of any kind or character whatsoever of Andreas Heck in and to trust certificate No. 120 of Mortgage Investment No. 68336 for $1,666.66, issued by the Fidelity Union Trust Company;

(d) All right, title, interest and claim of any kind or character whatsoever of Mathilde Ultes in and to trust certificate No. 124 of Mortgage Investment No. 68336 for $416.67, issued by the Fidelity Union Trust Company;

(e) All right, title, interest and claim of any kind or character whatsoever of Mathilde Geippert in and to trust certificate No. 126 of Mortgage Investment No. 68336 for $277.78, issued by the Fidelity Union Trust Company;

(f) All right, title, interest and claim of any kind or character whatsoever of Emily Bachmann in and to trust certificate No. 127 of Mortgage Investment No. 68336 for $277.78, issued by the Fidelity Union Trust Company;

(g) All right, title, interest and claim of any kind or character whatsoever of Elise Sparwasser in and to trust certificate No. 128 of Mortgage Investment No. 68336 for $277.78, issued by the Fidelity Union Trust Company;

(h) All right, title, interest and claim of any kind or character whatsoever of Kaethe Dick in and to trust certificate No. 129 of Mortgage Investment No. 68336 for $277.78, issued by the Fidelity Union Trust Company;

(i) All right, title, interest and claim of any kind or character whatsoever of Gertrud Rose in and to trust certificate No. 130 of Mortgage Investment No. 68336 for $277.78, issued by the Fidelity Union Trust Company;

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10755; Filed, July 19, 1944; 11:52 a. m.]

[Vesting Order 3884]

N. R. FUJIHARA

In re: Estate of N. R. Fujihara, also known as N. Fujihara, also known as Nakaichira Fujihara, deceased; File: D–39–1517; E. T. sec. 2912.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Masao Shiotani, Administrator with the Will Annexed, acting under the judicial supervision of the District Court of the First Judicial District of the State of Utah, in and for the County of Box Elder;

(2) Such property and interests are payable or deliverable to, or claimed by, a national of a designated enemy country, Japan, namely,

National and Last Known Address

Sho Fujihara, Japan.

And determining that—

(3) If such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country, Japan; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Sho Fujihara in and to the Estate of N. R. Fujihara, also known as N. Fujihara, also known as Nackaichira Fujihara, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10756; Filed, July 19, 1944; 11:52 a. m.]

[Vesting Order 3885]

MINNA GATJE

In re: Estate of Minna Gatje, deceased; File D–28–1401; E. T. sec. 67.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by the Treasurer of the City of New York, as depositary, acting under the judicial supervision of the Surrogate's Court of the State of New York, in and for Kings County;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Carl Hube, Germany.
Ruth M. Mahler, Germany.
The heirs-at-law, next of kin, legatees, distributees, devisees, legal representatives and assigns of Ernst Hube, late of Bremervorde, Germany, deceased, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Carl Hube, Ruth M. Mahler and the heirs at-law, next of kin, legatees, distributees, devisees, legal representatives and assigns of Ernest Hube, late of Bremervorde, Germany, deceased, in and to the estate of Minna Gatje, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10757; Filed, July 19, 1944; 11:52 a. m.]

[Vesting Order 3886]

KATE GINSBERG

In re: Estate of Kate Ginsberg, deceased; File D–28–2596; E. T. sec. 4383.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Walter Herrmann, 5 Woodward Avenue, Warrensburg, Warren County, New York, Executor, acting under the judicial supervision of the Surrogate's Court, Queen's County, State of New York;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Albert Ginsberg, Emmerzhausen, b/Daaden, Rheinland, Germany.

Anna Mayer, 1 Schmidtgaase, Wetzler an der Lahn, Germany.

Kurt Otto Mayer, Harde Reinhard Mayer and other issue of Anna Mayer whose names are unknown, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Albert Ginsberg, Anna Mayer, Kurt Otto Mayer, Harde Reinhard Mayer and other issue of Anna Mayer whose names are unknown, and each of them, in and to the estate of Kate Ginsberg, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10758; Filed, July 19, 1944; 11:53 a. m.]

[Vesting Order 3887]

ADOLPH GREENEBAUM

In re: Estate of Adolph Greenebaum, deceased; File D–28–8541; E. T. sec. 10,131.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Milton Greenebaum, Co-Administrator with Will Annexed, 308 Jefferson Apartments, Saginaw, Michigan, and Lucille Doppelt, Co-Administratrix with Will Annexed, Fairfield Manor Apartments, Fort Wayne, Indiana, acting under the judicial supervision of the Probate Court for the County of Saginaw, Michigan;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Francisco Greenebaum, Germany.
Jennie Mengen, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Francisco Greenebaum and Jennie Mengen, and each of them, in and to the estate of Adolph Greenebaum, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10759; Filed, July 19, 1944; 11:53 a. m.]

[Vesting Order 3888]

JACOB HALPERN

In re: Estate of Jacob Halpern, deceased; File 017–10342.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by F. M. Hudson and N. B. Black, Executors, acting under the judicial supervision of the County Judge's Court in and for Dade County, Florida, in Probate;

(2) Such property and interests are payable or deliverable to, or claimed by nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Nicher Reishbar and her husband, Germany.
Marcus Halpern, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Nicher Reishbar and her husband and Marcus Halpern, and each of them, in and to the estate of Jacob Halpern, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10760; Filed, July 19, 1944; 11:53 a. m.]

[Vesting Order 3889]

CLARA RUSCH ISELIN

In re: Estate of Clara Rusch Iselin, deceased; File D–28–2574; E. T. Sec. 3839.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Henry Iselin, as Executor, acting under the judicial supervision of the Surrogate's Court, New York County, State of New York;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Carl Hans Ringwald, or his issue, Germany.
Ernst Willy Ringwald, or his issue, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Carl Hans Ringwald, and his issue, and Ernst Willy Ringwald, and his issue, and each of them, in and to the Estate of Clara Rusch Iselin, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10761; Filed, July 19, 1944; 11:54 a. m.]

[Vesting Order 3890]

WILHELM JENET

In re: In the matter of the application of Alfred J. Kennedy, as administrator of the goods, chattels and credits which were of Wilhelm Jenet, also known as William Jenet, also known as Willy Jenet, deceased, for leave to settle and compromise a certain cause of action for negligence resulting in injuries which resulted in the death of said decedent and to render and have judicially settled an account of his proceedings as such administrator; File No. 017–14106.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Alfred J. Kennedy, Public Administrator, acting under the judicial supervision of the Surrogate's Court of Queens County, New York;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

August Jenet, Sr., Germany.
Lena Jenet, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests;

All right, title, interest and claim of any kind or character whatsoever of August Jenet, Sr. and Lena Jenet, and each of them, in and to proceeds of an action for damages brought for the negligent death of Wilhelm Jenet, also known as William Jenet and Willy Jenet, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order, may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10762; Filed, July 19, 1944; 11:54 a. m.]

[Vesting Order 3891]

CHARLES KISH

In re: Estate of Charles Kish, deceased; File D–34–661: E. T. sec. 7903.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Louis A. Mezey, as Administrator, acting under the judicial supervision of Middlesex County Orphans' Court, New Brunswick, New Jersey; and

(2) Such property and interests are payable or deliverable to, or claimed by nationals of a designated enemy country, Hungary, namely,

Nationals and Last Known Address

Nancy Kish, Hungary.
Charles Kish, Jr., Hungary.
Alfred Kish, Hungary.
Yolan Kish, Hungary.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Hungary; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Nancy Kish, Charles Kish, Jr., Alfred Kish and Yolan Kish, and each of them, in and to the estate of Charles Kish, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10762; Filed, July 19, 1944; 11:54 a. m.]

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10763; Filed, July 19, 1944; 11:54 a. m.]

[Vesting Order 3892]

ELISE LEDERER KOHM

In re: Trust under the will of Elise Lederer Kohm, also known as Elise Kohm, Elise Lederer and Elisabetha Lederer, deceased; File D–28–6571; E. T. sec. 4584.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by The German Society of the City of New York, as Executor and Trustee, acting under the judicial supervision of the Surrogate's Court, Queens County, New York;

(2) Such property and interests are payable or deliverable to, or claimed by, a national and agencies or instrumentalities of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Johanna Kohm, Germany.
Armenhaus, Malsch, Baden, Amt Ettlingen-Rastatt, Germany.
Mayor of Malsch, Malsch, Baden, Amt Ettlingen-Rastatt, Germany,

And determining that—

(3) If Johanna Kohm is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Johanna Kohm, Armenhaus, Malsch, Baden, Amt Ettlingen-Rastatt, Germany, and the Mayor of Malsch, and each of them, in and to the trust established under the Will of Elise Lederer Kohm, also known as Elise Kohm, Elise Lederer and Elisabeth Lederer, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10764; Filed, July 19, 1944; 11:54 a. m.]

[Vesting Order 3893]

ALMA KURTS

In re: Estate of Alma Kurts, deceased; File D–55–85; E. T. Sec. 457.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by the Treasurer of the City of New York, as Depositary, acting under the judicial supervision of the Surrogate's Court of the State of New York, in and for Kings County;

(2) Such property and interests are payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely,

National and Last Known Address

Sigurd Monsrud, Germany.

And determining that—

(3) If such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Sigurd Monsrud in and to the estate of Alma Kurts, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10765; Filed, July 19, 1944; 11:54 a. m.]

[Vesting Order 3852]

DIDIER-WERKE, A. G., AND HEINRICH KOPPERS, G. M. B. H.

In re: Interests of Didier-Werke, A. G. and Heinrich Koppers, G. m. b. H. in agreements with Allen P. Green, Refractories Improvement Company and A. P. Green Fire Brick Company.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Didier-Werke, A. G. and Heinrich Koppers, G. m. b. H. are corporations organized under the laws of and having their principal places of business in Germany and are nationals of a foreign country (Germany);

2. That the property identified in subparagraphs 4a, 4b and 4c hereof is property of Didier-Werke, A. G. and Heinrich Koppers, G. m. b. H.;

3. That the property identified in subparagraph 4d hereof is property of Heinrich Koppers, G. m. b. H.;

4. That the property described as follows:

(a) All interests and rights (including all royalties and other monies payable or held with respect to such interests and rights and all damages for breach of the agreement hereinafter described, together with the right to sue therefor) created in Didier-Werke, A. G. and Heinrich Koppers, G. m. b. H., and each of them, by virtue of an agreement dated October 14, 1937 (including all modifications thereof or supplements thereto, including, but without limitation, a long form license and a short form license, both dated October 14, 1937; a supplement dated March 26, 1938; and an extension agreement and license both dated February 4, 1939) by and between Didier-Werke, A. G., Allen P. Green and Refractories Improvement Company, relating, among other things, to patent number 1,744,351, issued January 21, 1930, inventors H. Ackermann et al.,

(b) All interests and rights (including all royalties and other monies payable or held with respect to such interests and rights and all damages for breach of the agreement hereinafter described, together with the right to sue therefor) created in Didier-Werke, A. G. and Heinrich Koppers, G. m. b. H., and each of them, by virtue of an agreement dated November 12, 1937 (including all modifications thereof or supplements thereto, if any) by and between Refractories Improvement Company and A. P. Green Fire Brick Company, relating, among other things, to patent number 1,744,351,

(c) All interests and rights (including all royalties and other monies payable or held with respect to such interests and rights and all damages for breach of the agreement hereinafter described, together with the right to sue therefor) created in Didier-Werke, A. G. and Heinrich Koppers, G. m. b. H., and each of them, by virtue of an agreement dated February 10, 1937 (including all modifications thereof or supplements thereto, including, but without limitation, an assignment dated February 12, 1937) by and between Didier-Werke, A. G. and Heinrich Koppers, G. m. b. H., relating, among other things, to patent number 1,924,743, issued August 29, 1933, inventor E. Lux,

(d) All interests and rights (including all royalties and other monies payable or held with respect to such interests and rights and all damages for breach of the agreement hereinafter described, together with the right to sue therefor) created in Heinrich Koppers, G. m. b. H. by virtue of an agreement dated September 24, 1937 (including all modifications thereof or supplements thereto, including, but without limitation, a confirmatory agreement dated November 24, 1937) by and between A. P. Green Fire Brick Company and Heinrich Koppers, G. m. b. H., relating, among other things, to patent number 1,924,743,

is property of, or is property payable or held with respect to patents or rights related thereto in which interests are held by, and such property itself constitutes interests held therein by, nationals of a foreign country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC–1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive order No. 9095, as amended.

Executed at Washington, D. C., on June 22, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10814; Filed, July 20, 1944; 10:14 a. m.]

[Vesting Order 3853]

NAAMLOOZE VENNOOTSCHAP SERLOX

Re: Interest of Naamlooze Vennootschap Serlox in an agreement between Mauser Barrel Company and Niedringhaus, Inc.; Interests of German corporations in an agreement with Niedringhaus, Inc.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Naamlooze Vennootschap Serlox is a corporation organized under the laws of and having its principal place of business in The Netherlands and is a national of a foreign country (The Netherlands);

2. That Mauser Werke Koeln G. m. b. H., Mauser Werke Waldeck G. m. b. H., Mauser Maschinenbau G. m. b. H. and Mauser Handelsgesellschaft m b. H. are corporations organized under the laws of Germany and are nationals of a foreign country (Germany);

3. That the property described in subparagraph 5a hereof is property of Naamlooze Vennootschap Serlox;

4. That the property described in subparagraph 5b hereof is property of Mauser Werke Koeln G. m. b. H., Mauser Werke Waldeck G. m. b. H., Hauser Maschinenbau G. m. b. H. and Mauser Handelsgesellschaft m. b. H.;

5. That the property described as follows:

(a) All interests and rights (including all royalties and other monies payable or held with respect to such interests and rights and all damages for breach of the agreement hereinafter described, together with the right to sue therefor) of Naamlooze Vennootschap Serlox in and to an agreement dated October 12, 1928 between Mauser Barrel Company, Inc. and Niedringhaus, Inc. (including all modifications thereof and supplements thereto, including, but not by way of limitation, any interests or rights arising by virtue of an instrument of assignment dated March 14, 1940 from Mauser Barrel Company, Inc. to Naamlooze Vennootschap Serlox) which agreement relates, among other things, to United States Letters Patent No. 1,673,010,

(b) All interests and rights (including all royalties and other monies payable or held with respect to such interests and rights and all damages for breach of the agreement hereinafter described, together with the right to sue therefor) created in Mauser Werke Koeln G. m. b. H., Mauser Werke Waldeck G. m. b. H., Mauser Maschinenbau G. m. b. H., Mauser Handelsgesellschaft m. b. H., and each of them, by virtue of an agreement dated October 12, 1928 (including all modifications thereof and supplements thereto, if any) by and between Mauser Werke Koeln G. m. b. H., Mauser Werke Waldeck G. m. b. H., Mauser Maschinenbau G. m. b. H., Mauser Handelsgesellschaft m. b. H. and Niedringhaus, Inc., which agreement relates, among other things, to United States Letters Patent No. 1,673,010,

is property payable or held with respect to patents or rights related thereto in which interests are held by, and such property itself constitutes interests held therein by, nationals of foreign countries (The Netherlands and Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC–1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive order No. 9095, as amended.

Executed at Washington, D. C., on June 22, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10815; Filed, July 20, 1944; 10:14 a. m.]

[Vesting Order 3854]

CHRISTIANI & NIELSEN AND ERIK CHRISTIAN BAYER

Re: Patents and interests of Christiani & Nielsen and Erik Christian Bayer in contracts with United States Gypsum Company and Battelle Development Corporation.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Aage Nielsen and Erik Christian Bayer are citizens and residents of Denmark and are nationals of a foreign country (Denmark);

2. That Christiani & Nielsen is a co-partnership, composed of Fritz Rudolf Christiani and Aage Nielsen, organized under the laws of and having its principal place of business in Denmark and is a national of a foreign country (Denmark);

3. That the property described in subparagraph 6a hereof is property of Aage Nielsen;

4. That the property identified in subparagraph 6b hereof is property of Christiani & Nielsen and Erik Christian Bayer;

5. That the property identified in subparagraph 6c hereof is property of Christiani & Nielsen;

6. That the property described as follows:

(a) All right, title and interest, including all accrued royalties and all damages and profits recoverable at law or in equity from any person, firm, corporation or government for past infringement thereof, in and to the following patent:

Patent Number, Date, Inventor and Title

2,151,932, 3-28-39, Aage Nielsen, Process for manufacturing porous articles of clay.

(b) All interests and rights (including all royalties and other monies payable or held with respect to such interests and rights and

all damages for breach of the agreement hereinafter described, together with the right to sue therefor) created in Christiani & Nielsen and Erik Christian Bayer, and each of them, by virtue of an agreement dated September 23, 1926 (including all modifications of and supplements to such agreement, including, but without limitation, letters from United States Gypsum Company to Christiani & Nielsen, dated respectively December 1, 1930 and September 28, 1932) by and between United States Gypsum Company, Christiani & Nielsen and Erik Christian Bayer, relating, among other things, to Patent No. 2,017,022, dated October 8, 1935, inventor Carlisle K. Roos, for Cementitious Material,

(c) All interests and rights (including all royalties and other monies payable or held with respect to such interests and rights and all damages for breach of the agreement hereinafter described, together with the right to sue therefor) created in Christiani & Nielson by virtue of an agreement dated March 24, 1938 (including all modifications thereof and supplements thereto, if any) by and between Battelle Development Corporation and Christiani & Nielsen, relating, among other things, to Patent No. 2,151,932, dated March 28, 1939, inventor Aage Nielsen, for Process for Manufacturing Porous Articles of Clay,

is property of, or is property payable or held with respect to patents or rights related thereto in which interests are held by, and such property itself constitutes interests held therein by, nationals of a foreign country (Denmark);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC–1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive order No. 9095, as amended.

Executed at Washington, D. C., on June 26, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10816; Filed, July 20, 1944; 10:14 a. m.]

[Vesting Order 8894]

MARTHA A. LAMROCK

In re: Estate of Martha A. Lamrock, deceased; File D–28–8233; E. T. sec. 9364.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Jessie A. Spalding, Administratrix with the Will Annexed, acting under the judicial supervision of the Superior Court of the State of California, in and for the County of Santa Clara;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Elise Nagel, also known as Elisa Nagel, or her issue, Germany.
Henry Nagel, also known as Heinrich Nagel, or his issue, Germany.
George Nagel or his issue, Germany.
William Nagel, also known as Wilhelm Nagel, or his issue, Germany.
Issue, name or names unknown of Anna Nagel, Germany.
Issue, name or names unknown of Carl Nagel, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Elise Nagel, also known as Elisa Nagel, or her issue; Henry Nagel, also known as Heinrich Nagel, or his issue; George Nagel or his issue; William Nagel, also known as Wilhelm Nagel, or his issue; issue, name or names unknown, of Anna Nagel; issue, name or names unknown, of Carl Nagel, and each of them, in and to the estate of Martha A. Lamrock, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10817; Filed, July 20, 1944; 10:14 a. m.]

[Vesting Order 8895]

PAUL B. LIEBIG

In re: Estate of Paul B. Liebig, deceased; File D–28–8675; E. T. Sec. 10488.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by John E. Winner, 1809 Union National Bank Building, Fourth Avenue and Wood Street, Pittsburgh, Pennsylvania, Executor, acting under the judicial supervision of the Orphans' Court of Allegheny County, Pennsylvania;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Fritz Liebig, Germany.
Selma Strobel, Germany.
Anna Pestel, Germany.
Liddy A. Pestel, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Fritz Liebig, Selma Strobel, Anna Pestel and Liddy A. Pestel, and each of them, in and to the estate of Paul B. Liebig, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10818; Filed, July 20, 1944; 10:15 a. m.]

[Vesting Order 3896]

IRWIN R. MELTZER, ET AL.

In re: Irwin R. Meltzer & T. E. Diamond vs. Jacob Kruse, et al.; File D–28–7815; E. T. Sec. 8286.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by C. D. Jory, Sheldon, Iowa, Trustee and Custodian, acting under the judicial supervision of the District Court of the State of Iowa, in and for O'Brien County;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Jacob Kruse, Germany.
Hilke Kruse, Germany.
Rixtje Kruse, Germany.
Uffe H. Voss, Germany.
Martje Voss, Germany.
Frouwe Kwinkersteen, Germany.
Martha Bauer Meinen, Germany.
Hilke Bauer Alberts, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

The sum of $2,918.10 in the possession of C. D. Jory as trustee and custodian, and which was ordered paid to the Alien Property Custodian of the United States in a Judgment entered December 1, 1943 by the District Court of Iowa, in and for O'Brien County, in a proceeding entitled Irwin R. Meltzer and T. E. Diamond vs. Jacob Kruse, et al.,

made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10819; Filed, July 20, 1944; 10:15 a. m.]

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10820; Filed, July 20, 1944; 10:15 a. m.]

[Vesting Order 146, Amdt.]

PATENTS OF CERTAIN FOREIGN NATIONALS

Vesting Order Number 146 of September 15, 1942 (7 F.R. 8510) is hereby amended as follows and not otherwise:

By changing in subparagraph (b) therof the date February 1, 1932 to December 1, 1932.

All other provisions of said Vesting Order Number 146 and all action taken on behalf of the Alien Property Custodian in reliance thereon, pursuant thereto and under the authority thereof are hereby ratified and confirmed.

Executed at Washington, D. C., on June 22, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10805; Filed, July 20, 1944; 10:15 a. m.]

[Vesting Order 284, Amdt.]

INTERESTS OF CERTAIN GERMAN NATIONALS

Vesting Order Number 284 of October 31, 1942 (7 F.R. 9754) is hereby amended as follows and not otherwise:

By changing in Exhibit A thereof wherever it appears, the name Durez Plastics and Chemicals, Inc. to General Plastics, Inc.

All other provisions of said Vesting Order Number 284 and all action taken on behalf of the Alien Property Custodian in reliance thereon, pursuant thereto and under the authority thereof are hereby ratified and confirmed.

Executed at Washington, D. C., on June 22, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10806; Filed, July 20, 1944; 10:15 a. m.]

[Vesting Order 1633, Amdt.]

SOCIETE ANONYME L'ATOMIC

Vesting Order Number 1633 of June 7, 1943 (8 F.R. 12361) is hereby amended as follows and not otherwise:

By changing in subparagraph 3 thereof the date April 11, 1941 to April 23, 1941.

All other provisions of said Vesting Order Number 1633 and all action taken on behalf of the Alien Property Custodian in reliance thereon, pursuant thereto and under the authority thereof are hereby ratified and confirmed.

Executed at Washington, D. C., on June 22, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10807; Filed, July 20, 1944; 10:15 a. m.]

[Vesting Order 2430, Amdt.]

PATENTS OF CERTAIN GERMAN NATIONALS

Vesting Order Number 2430 of October 20, 1943 (8 F.R. 16538) is hereby amended as follows and not otherwise:

By changing in Exhibit A thereof the numbers 1,719,440 and 1,822,583 to 1,719,443 and 1,821,583, respectively;

By inserting after the patent number 2,209,109 the date 7–23–40.

All other provisions of said Vesting Order Number 2430 and all action taken on behalf of the Alien Property Custodian in reliance thereon, pursuant thereto and under the authority thereof are hereby ratified and confirmed.

Executed at Washington, D. C., on June 22, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10808; Filed, July 20, 1944; 10:15 a. m.]

[Vesting Order 2435, Amdt.]

PATENTS OF CERTAIN FOREIGN NATIONALS

Vesting Order Number 2435 of October 20, 1943 (8 F.R. 16327) is hereby amended as follows and not otherwise:

By changing in Exhibit A thereof the numbers 2,070,151 and 2,242,636 to 2,070,131 and 2,242,886 respectively.

All other provisions of said Vesting Order Number 2435 and all action taken on behalf of the Alien Property Custodian in reliance thereon, pursuant thereto and under the authority thereof are hereby ratified and confirmed.

Executed at Washington, D. C., on June 22, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–10809; Filed, July 20, 1944; 10:16 a. m.]

[Vesting Order 2777, Amdt.]

FRIED KRUPP, A. G.

Vesting Order Number 2777 of December 13, 1943 (9 F.R. 473) is hereby amended as follows and not otherwise:

By changing in Exhibit A thereof the number 221,529 to 221,559.

All other provisions of said Vesting Order Number 2777 and all action taken on behalf of the Alien Property Custodian in reliance thereon, pursuant thereto and under the authority thereof are hereby ratified and confirmed.

Executed at Washington, D. C., on June 22, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44-10810; Filed, July 20, 1944; 10:16 a. m.]

[Vesting Order 2938, Amdt.]

TITANGESELLSCHAFT M. B. H.

Vesting Order Number 2938 of January 13, 1944 (9 F.R. 1627) is hereby amended as follows and not otherwise:

By changing in Exhibit A thereof the numbers 2,303,304; 2,303,305; and 2,303,306 to 2,303,305; 2,303,306 and 2,303,307 respectively.

All other provisions of said Vesting Order Number 2938 and all action taken on behalf of the Alien Property Custodian in reliance thereon, pursuant thereto and under the authority thereof are hereby ratified and confirmed.

Executed at Washington, D. C., on June 22, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44-10811; Filed, July 20, 1944; 10:16 a. m.]

[Vesting Order 3266, Amdt.]

SIEMENS & HALSKE, A. G., ET AL.

Vesting Order Number 3266 of March 7, 1944 (9 F.R. 3664) is hereby amended as follows and not otherwise:

By changing in subparagraph 7 (b) thereof the number 2,221,665 to 2,221,655.

All other provisions of said Vesting Order Number 3266 and all action taken on behalf of the Alien Property Custodian in reliance thereon, pursuant thereto and under the authority thereof are hereby ratified and confirmed.

Executed at Washington, D. C., on June 22, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44-10812; Filed, July 20, 1944; 10:16 a. m.]

[Vesting Order 3679, Amdt.]

LA DESPERSION CATHODIQUE SOCIETE ANONYME, ET AL.

Vesting Order Number 3679 of May 17, 1944 (9 F.R. 7211) is hereby amended as follows and not otherwise:

By changing in subparagraph 4 thereof the words nationals of a foreign country (Belgium) to nationals of foreign countries (Belgium and The Netherlands).

All other provisions of Vesting Order No. 3679 and all action taken on behalf of the Alien Property Custodian in reliance thereon, pursuant thereto and under the authority thereof are hereby ratified and confirmed.

Executed at Washington, D. C., on June 22, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44-10813; Filed, July 20, 1944; 10:16 a. m.]

OFFICE OF PRICE ADMINISTRATION.

[MPR 120, Order 862]

JAMES HORVATH

ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MAXIMUM PRICES FOR COAL

Order No. 862 under Maximum Price Regulation No. 120. Bituminous coal delivered from mine or preparation plant. Establishing price classifications and maximum prices for coals of James Horvath.

For the reasons given in the opinion issued simultaneously herewith and in accordance with § 1340.210 (a) (6) of Maximum Price Regulation No. 120, *It is ordered:*

(a) Such fresh-mined coals of the Twin Freeport Seam as are recovered by the applicant by reclamation operations from the current dumpings at the bony dumps of the Republic Steel Corporation mines with Mine Index Nos. 96 and 197, located in Allegheny County, Pennsylvania, Subdistrict No. 8, District No. 2, which recovered coals are of the same analytical content, preparation and quality and in all other respects as the coals of said Republic Steel Corporation mines described herein and identified as Inruss No. 1 and Inruss No. 2, are hereby assigned Mine Index No. 4130 and 4131, respectively.

(b) Such fresh-mined coals of the Twin Freeport Seam as are recovered by reclamation operations from the current dumpings at the bony dumps of the Republic Steel Corporation mines with Index Nos. 96 and 197, located in Allegheny County, Pennsylvania, subdistrict No. 8, District No. 2, which recovered coals are of the same analytical content, preparation and quality and in all other respects as the coals of said Republic Steel Corporation mines described herein and identified as Inruss No. 1 and Inruss No. 2, respectively, and having Mine Index Nos. 4130 and 4131, respectively; and such 2" x 0 washery refuse as is reclaimed by applicant by reclamation operation, identified as Inruss No. 1, Mine Index No. 4130, recovered from current dumping of 2" x 0 washery refuse produced by the Republic Steel Corporation at its mine with Index No. 96, which 2" x 0 reclaimed washery refuse approximates the analysis submitted by applicant and identified as Inruss No. 1, located in Allegheny County, Pennsylvania, Subdistrict No. 8, District No. 2, for uses indicated and by methods of transportation appearing herein may be sold and purchased at per net ton prices in cents per net ton not exceeding the following:

CURRENTLY RECLAIMED COAL

	Size group										
	1	2	3	4	5	6	7	8	9	10	11
Price classification	E	E	D	D	C	C	C	C	C	.....	.....
Rail shipment	335	335	325	325	335	325	300	300	280	.....	.....
Truck shipment	425	425	425	390	360	360	360	325	285	285	270
Railroad fuel	335	335	325	325	335	325	300	300	280	270	.....

2" x 0" WASHERY REFUSE COAL RECOVERED FROM BONY DUMP OF REPUBLIC STEEL CORPORATION MINE WITH INDEX NO. 96—FOR RAIL AND TRUCK SHIPMENT 175

(c) The maximum prices established herein are f. o. b. the mine for truck shipment and f. o. b. the rail shipping point for rail shipment and for railroad fuel use.

(d) All prayers not granted herein are hereby denied.

(e) This order may be revoked or amended at any time.

(f) Unless the context otherwise requires, the definitions set forth in § 1340.208 of Maximum Price Regulation No. 120 shall apply to the terms used herein.

This order shall become effective July 20, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328; 8 F.R. 4681.

Issued this 19th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10734; Filed, July 19, 1944; 11:57 a. m.]

[MPR 188, Order 20 to 2d Rev. Order A-3]

BARDCO MFG. AND SALES CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 20 under 2d Revised Order No. A-3 under § 1499.159b of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Adjustment of maximum prices for sales of irrigation valves and parts thereof manufactured by Snow Irrigation Supply Division, Bardco Manufacturing and Sales Company, Los Angeles, California.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, Executive Orders Nos. 9250 and 9328, and 2nd Revised Order No. A-3 under § 1499.159b of Maximum Price Regulation No. 188, *It is ordered:*

(a) This order establishes adjusted maximum net prices for Snow Irrigation Supply Division, Bardco Manufacturing and Sales Company, Los Angles, California, for irrigation valves and parts thereof as well as for resellers of such irrigation valves and parts thereof.

(1) *Maximum net prices for Snow Irrigation Supply Division, Bardco Manufacturing and Sales Company.* (i) On and after July 20, 1944, Snow Irrigation Supply Division, Bardco Manufacturing and Sales Company may sell, offer to sell, and deliver irrigation valves and parts thereof at prices not higher than the highest price to each class of customer for each irrigation valve and part thereof in effect during March 1942, plus 25 percent of such highest price, provided such amount is shown as a separate item on the purchaser's invoice.

(ii) The maximum prices fixed under (i) above shall be subject to at least the same extension of cash, quantity, and other discounts, the same absorption of transportation charges, and the same rendition of services as the Snow Irrigation Supply Division, Bardco Manufacturing and Sales Company extended, absorbed, or rendered or would have extended, absorbed, or rendered on comparable sales to purchasers of the same class during March 1942.

(iii) Snow Irrigation Supply Division, Bardco Manufacturing and Sales Company shall send the following notice to every purchaser of irrigation valves and parts thereof at the time of the first billing:

Order No. 20 under 2nd Revised Order No. A-3 under § 1499.159b of Maximum Price Regulation No. 188 granted us an increase in the maximum prices of irrigation valves and parts thereof equal to 25 percent our highest prices in effect to our various classes of purchasers during March 1942 for each type and size of irrigation valve and parts thereof. The prices charged you for irrigation valves and parts thereof are not higher than the maximum prices which are permitted under the provisions of that order. The order further provides that any person purchasing irrigation valves and parts thereof for resale in substantially the same form may increase his maximum price in effect during March 1942, by the actual dollar-and-cents increase in cost to him resulting from the 25 percent increase.

Our invoices will show as a separate amount the actual dollar-and-cents increase resulting from 25 percent increase.

This notice is given to you at the express direction of the Office of Price Administration.

(iv) Snow Irrigation Supply Division, Bardco Manufacturing and Sales Company shall submit to the Office of Price Administration, Building Materials Price Branch, Washington 25, D. C., its statement of profit and loss covering the ninety-day period beginning the first day of the calendar month subsequent to the issuance date of this order and such other data as may be required by the Office of Price Administration.

(2) *Maximum prices for persons other than Snow Irrigation Supply Division, Bardco Manufacturing and Sales Company.* (i) On and after July 20, 1944, any person who purchases irrigation valves and parts thereof for resale may increase his maximum price in effect during March 1942 for each type and size of irrigation valve and part thereof purchased under the authority of this Order by an amount equal to his actual dollars-and-cents increase in cost resulting from the 25 percent increase permitted under paragraph (1) (i).

(ii) The maximum prices fixed under (2) (i) above shall be subject to at least the same extension of cash, quantity, and other discounts, the same absorption of transportation charges, and the same rendition of services which the seller extended, absorbed, or rendered or would have extended, rendered, or absorbed on comparable sales to purchasers of the same class during March 1942.

(iii) All resellers selling irrigation valves and parts thereof under the authority of this order shall send the following notice to every purchaser of such irrigation valves and parts thereof at the time of the first billing:

Order No. 20 under 2d Revised Order No. A-3 under § 1499.159b of Maximum Price Regulation No. 188 establishes adjusted maximum net prices for irrigation valves and parts thereof when manufactured by Snow Irrigation Supply Division, Bardco Manufacturing and Sales Company in order to maintain essential supply.

This notice is given at the express direction of the Office of Price Administration.

(b) All prayers in the application of Snow Irrigation Supply Division, Bardco Manufacturing and Sales Company not granted in this order are denied.

(c) This Order No. 20 may be revoked or amended by the Price Administrator at any time.

This Order No. 20 shall become effective July 20, 1944.

Issued this 19th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10733; Filed, July 19, 1944; 11:57 a. m.]

[RMPR 506, Order 44]

MARSO AND RODENBORN MFG. CO., ET AL.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 44 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Marso and Rodenborn Manufacturing Company and other sellers; Docket No. N6657-506-47-7.

For the reasons set forth in an opinion issued simultaneously herewith; *It is ordered:*

(a) On and after July 19, 1944, the Marso and Rodenborn Manufacturing Company, Fort Dodge, Iowa, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Marso and Rodenborn Manufacturing Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A Manufacturer's prices		Column B Wholesalers' prices
		Group I ceiling	Group II ceiling	
125P, 125PJ	Men's fourchette cut, two thumb 12 ounce white nap out single thickness canton flannel back and palm, 8 ounce flannel thumb patch, knit wrist.	$2.80	$2.47½	$2.77½
115BTM	Women's fourchette cut, two thumb 12 ounce white nap out single thickness canton flannel back and palm, 8 ounce flannel thumb patch, knit wrist.	2.25	2.42½	2.70
299-2M	Women's 20 ounce quilted double thickness (2 ply) material throughout "chore" mitten, knit wrist.	2.37½	2.60	2.87½
289-2B	Small women's 16 ounce quilted double thickness (2 ply) material throughout "chore" mitten, knit wrist.	2.22½	2.42½	2.67½

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Marso and Rodenborn Manufacturing Company, on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Marso and Rodenborn Manufacturing Company must furnish each of its customers, who, on or after July 19, 1944, purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Marso and Rodenborn Manufacturing Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 44 under section 4 (b) of Revised

Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Marso and Rodenborn Manufacturing Company.

OPA has ruled that the Marso and Rodenborn Manufacturing Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with Section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices		Column B Wholesalers' prices
	Group I ceiling	Group II ceiling	
125P-8	$2.30	$2.47½	$2.77½
125PJS			
115BTMS	2.25	2.42½	2.70
299-2MS	2.37½	2.60	2.87½
289-2BS	2.22½	2.42½	2.67½

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that the gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 44 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 19, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 19th day of July 1944.

JAMES G. ROGERS, Jr.
Acting Administrator.

[F. R. Doc. 44-10735; Filed, July 19, 1944; 11:56 a. m.]

[RMPR 506, Order 45]

KNOXVILLE GLOVE CO., ET AL

ADJUSTMENT OF MAXIMUM PRICES

Order No. 45 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Knoxville Glove Company and other sellers; Docket No. N6657-506-52-7.

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

(a) On and after July 19, 1944, the Knoxville Glove Company, Knoxville, Tennessee, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Knoxville Glove Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A Manufacturer's prices		Column B Wholesalers' prices
		Group I ceiling	Group II ceiling	
7649	Men's clute cut, shoulder split palm, full leather finger backs, full leather thumb, leather knuckle strap, leather pull, 8 ounce canton flanel back, 6 ounce flannel palm lining. 4½" double (2 ply thickness) waterproof gauntlet cuff.	$6.15	$6.70	$7.40
7649S	Men's clute cut, shoulder split palm, full leather finger backs, full leather thumb, leather knuckle strap, leather pull, 8 ounce canton flannel back, 6 ounce flannel palm lining, 2" double (2 ply thickness) safety cuff.	5.85	6.40	7.05
720K	Men's clute cut shoulder split palm, full leather finger backs, full leather thumb, 8 ounce flannel back, 6 ounce flannel palm lining, knit wrist.	4.95	5.40	5.97½
C720	Men's clute cut shoulder split palm, full leather finger backs, full leather thumb, leather pull, 8 ounce flannel back, 6 ounce flannel palm linings, 4½" double (2 ply thickness) cuff.	5.95	6.50	7.17½

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Knoxville Glove Company, on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Knoxville Glove Company must furnish each of its customers, who, on or after July 19, 1944, purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Knoxville Glove Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 45 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Knoxville Glove Company.

OPA has ruled that the Knoxville Glove Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices		Column B Wholesalers' prices
	Group I ceiling	Group II ceiling	
S-7649	$6.15	$6.70	$7.40
S-7649S	5.85	6.40	7.05
S-720K	4.95	5.40	5.97½
S-C720	5.95	6.50	7.17½

You will note that the letter "S" precedes the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 45 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 19, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 19th day of July 1944.

JAMES G. ROGERS, Jr.
Acting Administrator.

[F. R. Doc. 44-10736; Filed, July 19, 1944; 11:56 a.m.]

[RMPR 506, Order 46]

LEVIN GLOVE MFG. CO., ET AL.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 46 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to Levin Glove Mfg. Co. and other sellers; Docket No. N6657-506-17-7.

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

(a) On and after July 19, 1944, the Levin Glove Mfg. Co., 216 West Jefferson Avenue, Detroit, Michigan, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Levin Glove Mfg. Co. may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A Manufacturer's prices		Column B Wholesalers' prices
		Group I ceiling	Group II ceiling	
450G	Men's gunn cut heavy side split leather palm, full leather thumb, leather pull, 10 ounce canton flannel back and palm lining, 4½" single (1 ply thickness) waterproof cuff.	$6.60	$7.25	$7.95
600G	Men's gunn cut, heavy side split leather palm, full leather thumb, leather fingertips, and pull, 10 ounce canton flannel back and palm lining, 4½" double (2 ply thickness) cuff.	7.10	7.75	8.55

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturer's "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Levin Glove Mfg. Co., on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Levin Glove Mfg. Co. must furnish each of its customers, who, on or after February 24, 1944, purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Levin Glove Mfg. Co. must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 46 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Levin Glove Mfg. Co.

OPA has ruled that the Levin Glove Mfg. Co. may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices		Column B Wholesalers' prices
	Group I ceiling	Group II ceiling	
450GS	$6.60	$7.25	$7.95
600GS	7.10	7.75	8.55

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 46 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

(f) On all deliveries of the work glove numbers listed in paragraph (a) since February 24, 1944, pursuant to OPA adjustable pricing authorizations, the Levin Glove Mfg. Company must refund to its customers any monies collected in excess of the ceiling prices authorized in this order. Within thirty days from the effective date of this order, the Levin Glove Mfg. Company shall send to OPA, Washington, D. C., a notification of the steps it has taken to comply with the provisions of this paragraph (f) of this order.

This order shall become effective July 19, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 19th day of July 1944.

JAMES G. ROGERS, Jr.
Acting Administrator.

[F. R. Doc. 44-10737; Filed, July 19, 1944; 11:57 a. m.]

[RMPR 506, Order 47]

MOUNT STERLING MFG. CO., ET AL.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 47 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Mount Sterling Manufacturing Company and other sellers; Docket No. N6657-506-59-7.

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

(a) On and after July 19, 1944, the Mount Sterling Manufacturing Company, Coshocton, Ohio, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove number enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase this number from the Mount Sterling Manufacturing Company may make "regular sales" at wholesale of such gloves, at or below the price set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A Manufacturer's prices		Column B Wholesalers' prices
		Group I ceiling	Group II ceiling	
Tan	Men's clute cut 8 ounce tan colored flannel single thickness back and palm, knit wrist.	$1.57½	$1.70	$1.90

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The markings and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Mount Sterling Manufacturing Company, on all deliveries of the style number listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Mount Sterling Manufacturing Company must furnish each of its customers, who, on or after July 19, 1944, purchases the style number listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Mount Sterling Manufacturing Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice of may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 47 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove number enumerated in the table below, manufactured by the Mount Sterling Manufacturing Company.

OPA has ruled that the Mount Sterling Manufacturing Company may sell this number at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of this number at or below the price listed in Column B. Retailers will determine their ceiling prices on this number in accordance with section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices		Column B
	Group I ceiling	Group II ceiling	Wholesalers' prices
Tan-S	$1.67½	$1.70	$1.90

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 47 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 19, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 19th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10738; Filed, July 19, 1944; 11:56 a. m.]

[RMPR 506, Order 48]

UNIVERSAL GLOVE CO., ET AL.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 48 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Universal Glove Company and other sellers; Docket No. N6657–506–7–7.

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

(a) On and after July 19, 1944, the Universal Glove Company, Toledo, Ohio may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Universal Glove Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A Manufacturer's prices		Column B
		Group I ceiling	Group II ceiling	Wholesalers' prices
Safety cuff	Men's gunn cut split leather palm, full leather thumb, leather fingertips, leather pull, leather knuckle strap, 8 ounce canton flannel back, 6 ounce or heavier palm lining, 2½" waterproofed safety cuff. Cuff material not less than 23 ounce per square yard.	$5.65	$6.15	$6.80
Gauntlet	Men's gunn cut split leather palm, full leather thumb, leather fingertip, leather pull, leather knuckle strap, 8 ounce canton flannel back, 6 ounce or heavier palm lining. 4½" waterproofed gauntlet cuff. Cuff material not less than 23 ounce per square yard.	6.10	6.65	7.35
Knit wrist	Men's gunn cut split leather palm, full leather thumb, leather fingertips, leather pull, leather knuckle strap, 8 ounce canton flannel back, 6 ounce or heavier palm lining. Knit wrist.	5.30	5.70	6.37½

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage," and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Universal Glove Company on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Universal Glove Company must furnish each of its customers, who, on or after March 30, 1944, purchased or purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Universal Glove Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 48 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Universal Glove Company.

OPA has ruled that the Universal Glove Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices		Column B
	Group I ceiling	Group II ceiling	Wholesalers' prices
Safety Cuff–S	$5.65	$6.15	$6.80
Gauntlet–S	6.10	6.65	7.35
Knit wrist–S	5.30	5.70	6.37½

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 48 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

(f) On all deliveries of the work glove numbers listed in paragraph (a) since March 30, 1944 pursuant to OPA adjustable pricing authorizations, The Universal Glove Company must refund to its customers any monies collected in excess of the ceiling prices authorized in this order. Within thirty days from the effective date of this order, The Universal Glove Company shall send to OPA, Washington, D. C., a notification of the steps it has taken to comply with the provisions of this paragraph (f) of this order.

This order shall become effective July 19, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 19th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10740; Filed, July 19, 1944; 11:58 a. m.]

[RMPR 506, Order 49]

SCHRAMM & SCHMIEG CO., ET AL.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 49 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Schramm & Schmieg Company and other sellers; Docket No. N6657–506–68–7.

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

(a) On and after July 19, 1944, the Schramm & Schmieg Company, Burlington, Iowa, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Schramm & Schmieg Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A Manufacturer's prices		Column B
		Group I ceiling	Group II ceiling	Wholesalers' prices
901	Men's two-thumb 12 ounce white nap out single thickness canton flannel welt seam mitten, with 8 ounce thumb reinforcement knit wrist.	$2.25	$2.45	$2.70
12BT	Men's fourchette cut two-thumb 12 ounce white nap out single thickness canton flannel "husking" glove, 8 ounce thumb reinforcement, knit wrist.	2.25	2.45	2.70

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "Wholesale percentage," and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Schramm & Schmieg Company, on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Schramm & Schmieg Company must furnish each of its customers, who, on or after July 19, 1944 purchases the style number listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Schramm & Schmieg Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 49 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Schramm & Schmieg Company.

OPA has ruled that the Schramm & Schmieg Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices		Column B
	Group I ceiling	Group II ceiling	Wholesalers' prices
901–S	$2.25	$2.45	$2.70
12BT–S	2.25	2.45	2.70

You will note that letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 49 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective July 19, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 19th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10739; Filed, July 19, 1944; 11:56 a. m.]

[Order 375 Under 3 (b), Rev. Order 4]

SUNNYLAND REFINING CO.

APPROVAL OF MAXIMUM PRICES

Revised Order No. 4 under Order No. 375 of § 1499.3 (b) of the General Maximum Price Regulation. Sunnyland Refining Company of Birmingham, Alabama.

Order No. 4 under Order No. 375 is revised and amended to read as follows:

For the reasons set forth in an opinion issued simultaneously herewith, *It is hereby ordered:*

(a) The maximum price for sales of Sunnyland Refining Company's "Sunnyland" colored oleomargarine, on sales by Sunnyland Refining Company, shall be as follows:

	Cents per pound
(1) On sales to retailers and institutional users f. o. b. factory, including tax	31.53
(2) On sales to all other buyers f. o. b. factory, including tax	30.53

(b) These maximum prices shall be subject to discounts, transportation allowances and other allowances and price differentials no less favorable than those given with respect to Sunnyland Refining Company's "Sunnyland" uncolored oleomargarine.

(c) Sunnyland Refining Company shall give to all persons to whom it sells its margarine, except retailers and institutional users, notice in writing of the maximum price herein fixed for the said "Sunnyland" colored oleomargarine, which notice shall be in the following form:

The OPA has fixed a maximum price of 30.53 cents per pound f. o. b. factory for our Sunnyland colored oleomargarine.

(d) With the first delivery after the effective date of this revised order to retailers to whom it sells direct, of "Sunnyland" colored oleomargarine, the Sunnyland Refining Company of Birmingham, Alabama, shall supply each retailer who purchases from it with the following written notice:

NOTICE TO RETAILERS

Our OPA ceiling price on sales direct to retailers for "Sunnyland" colored oleomargarine in one pound packages has been changed by the Office of Price Administration from 30.53 cents per pound f. o. b. factory including tax to 31.53 cents per pound f. o. b. factory including tax. We are authorized to inform you that if you are a retailer pricing this item under Maximum Price Regulation No. 422 or 423, you must refigure your ceiling price for this item on the first delivery of it to you from your customary type of supplier containing this notification after (insert effective date of this order). You must refigure your ceiling price following the rules in section 6 of Maximum Price Regulation No. 422 or 423, whichever is applicable to you.

For a period of 60 days after the effective date of this revised order and with the first shipment after the 60 day period to each retailer who purchases direct and who has not made a purchase within that time, applicant shall include in each case, carton, or other receptacle containing the item, the written notice set forth above, or securely attach it to the outside. However, for sales direct to any retailer, applicant may supply the notice by attaching it to, or stating it on, the invoice covering the shipment instead of providing it with the goods.

(e) All prayers of the application not granted herein are denied.

(f) This Revised Order No. 4 can be revoked or modified by the Administrator at any time.

(g) This Revised Order No. 4 shall become effective July 20, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 19th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10797; Filed, July 19, 1944; 3:00 p. m.]

[Rev. Gen. Order 32,[1] Amdt. 14]

DISTRICT DIRECTORS

DELEGATION OF AUTHORITY BY REGIONAL ADMINISTRATOR, REGION II

Regional Administrator's delegation of authority to act for the Price Administrator.

Revised General Order No. 32 is amended in the following respect:

1. Paragraph (c) (5) is added to read as follows:

(5) The Regional Administrator for Region II may, by issuing an "Order of Delegation under Revised Order No. 32," delegate in whole or in part to a District Director within his region the functions,

[1] 8 F.R. 1769, 2902, 2906, 4143, 5417, 7054, 10685, 14413, 15341, 16569, 9 F.R. 3112.

duties, powers and authority conferred upon the Regional Administrator by § 1340.260 of Revised Maximum Price Regulation No. 122 (Solid Fuels Sold and Delivered by Dealers) for the purpose of acting upon applications for adjustment filed under paragraph (b) of Second Revised Order No. G–26 or paragraph (c) of Revised Order No. G–34, both under Revised Maximum Price Regulation No. 122 (Solid Fuels Sold and Delivered by Dealers) and both issued by the Regional Administrator for Region II.

This amendment shall become effective July 25, 1944.

(56 Stat. 23, 765; Pub. Laws 151 and 383, 78th Cong.; E. O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 20th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10846; Filed, July 20, 1944; 11:38 a. m.]

Regional and District Office Orders.

[Region I Order G–19 Under RMPR 122, Amdt. 3]

SPECIFIED SOLID FUELS IN CONCORD, N. H., AREA

Amendment No. 3 to Order No. G–19 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region I of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122 and the Emergency Price Control Act of 1942, as amended, subparagraph (11) is added to paragraph (g) of Region I Order No. G–19 under Revised Maximum Price Regulation No. 122 to read as follows:

(g) *Definitions.* When used in this Order G–19, the term:

* * * * *

(11) "Coke" shall include only coke produced by the following producers:

New England Coke Co., or its affiliated producing company at their plant located in Everett, Massachusetts and Providence Gas Company, Providence, Rhode Island.

All other coke shall be priced under the appropriate provision of Revised Maximum Price Regulation No. 122.

This Amendment No. 3 to Order G–19 shall become effective on July 15, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 7th day of July 1944.

ELDON C. SHOUP,
Regional Administrator.

[F. R. Doc. 44–10772; Filed, July 19, 1944; 3:11 p. m.]

[Region I Order G–21 Under RMPR 122, Amdt. 3]

SPECIFIED SOLID FUELS IN NASHUA, N. H. AREA

Amendment No. 3 to Order No. G–21 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region I of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122 and the Emergency Price Control Act of 1942, as amended, subparagraph (12) is added to paragraph (f) of Region I Order G–21 under Revised Maximum Price Regulation No. 122, to read as follows:

(f) *Definitions.* When used in this Order G–21, the terms:

* * * * *

(12) "Coke" shall include only coke produced by the following producers:

New England Coke Co., or its affiliated producing company at their plant located in Everett, Massachusetts, Providence Gas Company, Providence, Rhode Island and Lowell Gas Light Company, Lowell, Massachusetts.

All other coke shall be priced under the apropriate provision of Revised Maximum Price Regulation No. 122.

This Amendment No. 3 shall become effective July 17, 1944.

(56 Stat. 23, 765, Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 8th day of July 1944.

ELDON C. SHOUP,
Regional Administrator.

[F. R. Doc. 44–10773; Filed, July 19, 1944; 3:10 p. m.]

[Region I Order G–26 Under RMPR 122, Amdt. 1]

SPECIFIED SOLID FUELS IN PORTSMOUTH-KITTERY, N. H.-ME., AREA

Amendment No. 1 to Order No. G–26 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region I of the Office of Price Administration by §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122 and the Emergency Price Control Act of 1942 as amended, subparagraph (10) is added to paragraph (g) of Region I Order G–26 under Revised Maximum Price Regulation No. 122, to read as follows:

(g) *Definitions.* When used in this Order G–26, the term:

* * * * *

(10) "Coke" shall include only coke produced by the following producers: New England Coke Co., or its affiliated producing company at their plant located in Everett, Massachusetts, and Providence Gas Company, Providence, Rhode Island.

All other coke shall be priced under the appropriate provision of Revised Maximum Price Regulation No. 122.

This Amendment No. 1 shall become effective July 17, 1944.

(56 Stat. 23, 765, Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 10th day of July 1944.

ELDON C. SHOUP,
Regional Administrator.

[F. R. Doc. 44–10774; Filed, July 19, 1944; 3:10 p. m.]

[Region I Order G–35 Under RMPR 122, Amdt. 1]

SPECIFIED SOLID FUELS IN HAMPTON-SEABROOK, N. H., AREA

Amendment No. 1 to Order No. G–35 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region I of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122 and the Emergency Price Control Act of 1942, as amended, subparagraph (10) is added to paragraph (h) of Region I Order G–35 under Revised Maximum Price Regulation No. 122, to read as follows:

(10) *Definitions.* When used in this Order G–35, the term:

(h) "Coke" shall include only that coke which is produced by New England Coke Company, or its affiliated producing Company, at their plant in Everett, Massachusetts. All other coke shall be priced under the appropriate provision of Revised Maximum Price Regulation No. 122.

This Amendment No. 1 shall become effective July 18, 1944.

(56 Stat. 23, 765, Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 11th day of July 1944.

ELDON C. SHOUP,
Regional Administrator.

[F. R. Doc. 44–10775; Filed, July 19, 1944; 3:10 p. m.]

[Region I Order G–45, Under RMPR 122, Amdt. 2]

SPECIFIED SOLID FUELS IN WHITE RIVER JUNCTION, N. H., AREA

Amendment No. 2 to Order No. G–45 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region I of the Office of Price Administration by Section 1340.260 of Revised Maximum Price Regulation No. 122 and the Emergency Price Control Act of 1942, as amended, subparagraph (16) is added to paragraph (f) of Region I, Order G–45 under Revised Maximum Price Regulation No. 122, to read as follows:

(f) *Definitions.* When used in this Order G–45, the term:

(16) "Coke" shall include only coke produced by the following producers: New England Coke Co., or its affiliated producing company, at their plant located in Everett, Massachusetts, and Hudson Valley Fuel Company, Troy, New York.

All other coke shall be priced under the appropriate provision of Revised Maximum Price Regulation No. 122.

This Amendment No. 2 shall become effective July 19, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 12th day of July 1944.

ELDON C. SHOUP,
Regional Administrator.

[F. R. Doc. 44–10776; Filed, July 19, 1944; 3:10 p. m.]

[Region I Order G–60 Under RMPR 122, Amdt. 2]

SPECIFIED SOLID FUELS IN SPRINGFIELD-CLAREMONT, N. H., AREA

Amendment No. 2 to Order No. G–60 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region I of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122 and the Emergency Price Control Act of 1942, as amended, subparagraph (12) is added to paragraph (f) of Region I Order G–60 under Revised Maximum Price Regulation No. 122, to read as follows:

(f) *Definitions.* When used in this Order G–60, the term:

(12) "Coke" shall include only coke produced by the following producers: New England Coke Co., or its affiliated producing company, at their plant located in Everett, Massachusetts, and Hudson Valley Fuel Company, Troy, New York.

All other coke shall be priced under the appropriate provision of Revised Maximum Price Regulation No. 122.

This Amendment No. 2 shall become effective July 20, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July 1944.

ELDON C. SHOUP,
Regional Administrator.

[F. R. Doc. 44–10777; Filed, July 19, 1944; 3:09 p. m.]

[Region II Order G–1 Under MPR 280, Corr. to Amdt. 2]

FLUID MILK IN NEW YORK REGION

Correction to Amendment No. 2 to Order No. G–1 issued under § 1351.817 (a) of Maximum Price Regulation No. 280, as amended. Maximum prices for specific food products. Maximum prices for interhandler sales of bulk fluid milk.

In paragraph (f) (1) of Order No. G–1, as amended, the phrase "in the course of trade or business" is corrected to read "and the maximum price which any purchaser other than a store, hotel, restaurant, or institution in the course of trade or business"; the phrase in the second sentence "and the 30% markup" is corrected to read "and the 30¢ markup"; the phrase in the third sentence "in accordance with section (b) (2) hereof, such second intermediate handler" is corrected to read "in accordance with section (b) (2) hereof, and resells such milk in accordance with section (b) (3) hereof, such second intermediate handler."

In paragraph (f) (2) the phrase "in either glass or paper containers" is corrected to read "in other than glass or paper containers."

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 11th day of July 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–10778; Filed, July 19, 1944; 3:03 p. m.]

[Region IV Order G–17 Under RMPR 122, Amdt. 26]

SOLID FUELS IN COLUMBUS, GA., AND PHENIX CITY, ALA.

Amendment No. 26 to Order No. G–17 under Revised Maximum Price Regulation No. 122. Solid Fuels Sold and Delivered by Dealers. Appendix V, maximum prices for solid fuels in Columbus, Georgia, and Phenix City, Alabama.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122 and by paragraph (e) of Order No. G–17, *It is hereby ordered,* That the retail price of high volatile bituminous coals from District No. 13 be increased 5¢ per ton, 3¢ per ½ ton, and 1¢ per ¼ ton.

This Amendment No. 26 to Order No. G–17 shall become effective July 12, 1944.

(56 Stat. 23,765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued July 10, 1944.

ALEXANDER HARRIS,
Regional Administrator.

[F. R. Doc. 44–10786; Filed, July 19, 1944; 3:12 p. m.]

[Region IV Order G–17 Under RMPR 122, Amdt. 27]

SOLID FUELS IN DESIGNATED CITIES IN ALABAMA

Amendment No. 27 to Order No. G–17 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Appendix XII, maximum prices for solid fuels in Birmingham, Tarrant City, Fairfield, Homewood, Mountain Brook, Bessemer, Leeds, Irondale, Lipscomb, and Brighton in the State of Alabama.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122 and by paragraph (e) of Order No. G–17, *It is hereby ordered,* That the retail prices of bituminous coals from District No. 13 be increased 5¢ per ton, 3¢ per ½ ton, and 1¢ per ¼ ton.

This Amendment No. 27 to Order No. G–17 shall become effective July 12, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued July 10, 1944.

ALEXANDER HARRIS,
Regional Administrator.

[F. R. Doc. 44–10787; Filed, July 19, 1944; 3:14 p. m.]

[Region V Order G–3 Under RMPR 122, Amdt. 1]

SOLID FUELS IN TOPEKA, KANS., AREA

Amendment No. 1 to Order No. G–3 under Revised Maximum Price Regulation No. 122. Maximum prices for solid fuels sold in the City of Topeka, Kansas, and part of Shawnee County adjacent to Topeka, Kansas.

Pursuant to the Emergency Price Control Act of 1942, as amended, and the authority vested in the Regional Administrator of Region V by § 1340.260 of Revised Maximum Price Regulation No. 122, and for the reasons set forth in the opinion issued simultaneously herewith, *It is ordered:*

Section (c) (1) *Price Schedule III* is amended to read as follows:

(A) *Production Group 1.* The following maximum prices are established for specified sizes of high volatile coal produced at strip mines:

1. Fancy Lump (Lump coal with a bottom size larger than 3"; and all double screened coal with a top size larger than 7")	$7.90
2. Fancy Nut (Top size 3" to larger than 2", bottom size larger than 1¼")	7.60
3. Standard Nut (Top size 3" to larger than 2", bottom size 1¼" and smaller)	7.70
4. No. 2 Nut (Double Screened coal—Top size 2" to larger than 1¼")	7.25
5. Stoker (Top size 1¼" and smaller, bottom size ⅜" to larger than ¼")	6.15
6. Screenings (1¼" x 0)	5.70

The following maximum prices are established for specified sizes of high volatile coal produced at underground mines:

7. Fancy Lump (Lump coal with a bottom size larger than 3"; and all double screened coal with a top size larger than 7")	$8.55
8. Fancy Nut (Top size 3" to larger than 2", bottom size larger than 1¼")	8.00
9. Standard Nut (Top size 3" to larger than 2", bottom size 1¼" and smaller)	8.05
10. No. 2 Nut (Double Screened coal—Top size 2" to larger than 1¼")	7.55
11. Stoker (Top size 1¼" and smaller, bottom size ⅜" to larger than ¼")	6.40

Section (d) *Service charges* (1) (iii) is hereby revoked.

This Amendment No. 1 to Order No. G–3 shall become effective on the 19th day of July, 1944.

(56 Stat. 23, 765, 57 Stat. 566, Pub. Law 383, 78 Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued at Dallas, Tex., this 14th day of July 1944.

MAX MCCULLOUGH,
Regional Administrator.

[F. R. Doc. 44–10788; Filed, July 19, 1944; 3:08 p. m.]

[Region VI Order G–11 Under RMPR 122, Amdt. 3]

SOLID FUELS IN CHICAGO AREA

Amendment No. 3 to Order No. G–11 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Maximum prices for solid fuels sold in the Chicago area.

Pursuant to the authority vested in the Regional Administrator of Region VI by § 1340.260 of Revised Maximum Price Regulation No. 122, and for reasons stated in the opinion issued simultaneously herewith, *It is ordered:*

That paragraph (a) and paragraph (c) of Order No. G–11 be, and they are hereby, amended to read as follows, respectively:

(a) *What this order does.* This order establishes maximum prices for sales of specified solid fuels delivered in the cities and villages of Bellwood, Berwyn, Broadview, Brookfield, Chicago, Cicero, Elmwood Park, Evanston, Forest Park, Franklin Park, Hillside, La Grange, Lincolnwood, Lyons, Maywood, McCook, Melrose Park, Morton Grove, Niles, Oak Park, Park Ridge, River Forest, River Grove, Riverside, Schiller Park, Skokie, Westchester, all within Cook County, Illinois. These are the highest prices that any dealer may charge when he delivers any of such fuel at or to a point within these cities and villages named; they are also the highest prices that any buyer in the course of trade or business may pay for such solid fuels.

* * * * *

(c) *Price schedule.* When a dealer purchases District No. 7 bituminous coal from a producer who has added a charge for the chemical or oil treatment thereof in accordance with the provisions of Amendment 98 to Maximum Price Regulation No. 120, that dealer, in selling that coal, may add to the applicable maximum prices set by this order, a treatment charge in an amount not in excess of 10¢ per ton. When a treatment charge is made pursuant to this section, the invoice given by the dealer shall clearly indicate that the solid fuel which is the subject of the sale has been dust treated and that a charge is being made therefor.

This Amendment No. 3 to Order No. G–11 shall be effective July 7, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 7th day of July 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44–10790; Filed, July 19, 1944; 3:09 p. m.]

[Region VII Order G–26 Under RMPR 122, Amdt. 6]

SOLID FUELS IN DENVER REGION

Order No. G–26 under Revised Maximum Price Regulation No. 122. Amendment No. 6. Solid fuels sold and delivered by dealers. Maximum prices for solid fuels when sold by dealers within specified trade areas in Region VII.

Pursuant to the Emergency Price Control Act of 1942, as amended, and §§ 1340.259 (a) and 1340.260 of Revised Maximum Price Regulation No. 122, and for the reasons set forth in the accompanying opinion, this Amendment No. 6 to Order No. G–26 is issued.

1. Appendix XXXIV, which was added to paragraph (q) by Amendment No. 3 to Order No. G–26, is hereby amended as follows:

(a) This is the first amendment to Order No. G–26 under Revised Maximum Price Regulation No. 122 that makes any change in Appendix XXXIV, and, except as hereinafter set forth, said Appendix XXXIV remains unchanged and continues in full force and effect.

(b) Paragraph (1) of Appendix XXXIV as added to paragraph (q) of this Order No. G–26 by Amendment No. 3 is hereby made to read as follows:

(1) *To what sales this Appendix XXXIV applies.* This Appendix XXXIV applies only to sales made by dealers in the Salt Lake County Trade Area of the State of Utah, which means all that area in Salt Lake County lying within the following boundary line: Beginning at the place on the northern boundary line of Salt Lake County where it is intersected by 7200 West Street; thence east along said county line to the place where it intersects Redwood Road; thence south on said Redwood Road to the place of its intersection with 33rd South Street; thence east on said 33rd South Street to the place of its intersection with Wasatch Boulevard; thence south on said Wasatch Boulevard to the place of its intersection with 6200 South Street; thence west on said 6200 South Street to the place of its intersection with 2700 East Street; thence south to the southern boundary line of Salt Lake County; thence west on said county line to the place of its intersection with 7200 West Street; thence north on said 7200 West Street to the place of beginning.

2. *Effective date.* This Amendment No. 6 shall become effective on the 6th day of July 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 6th day of July 1944.

RICHARD Y. BATTERTON,
Regional Administrator.

[F. R. Doc. 44–10793; Filed, July 19, 1944; 3:09 p. m.]

[Region VIII Order G–9 Under MPR 280]

FLUID MILK IN ARIZONA

Order No. G–9 under Maximum Price Regulation No. 280, as amended. Maximum prices for specific food products (milk).

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1351.817 (a) of Maximum Price Regulation No. 280; *It is hereby ordered:*

(a) The maximum price at which any handler may sell fluid milk in bulk for human consumption as fluid milk, except to stores, hotels, restaurants, and institutions, shall be as follows:

(1) For such sales of milk to purchasers who purchased from the particular handler during December, 1943, the maximum price shall be the highest price which the particular handler charged such purchaser during December, 1943.

(2) For such sales of milk to purchasers who did not purchase milk from the particular handler during December, 1943, the maximum price shall be the highest price which such handler charged during December, 1943, to a purchaser of the same class.

(b) This order shall apply to that portion of the State of Arizona within Region VIII.

(c) *Definitions.* (1) "Fluid milk" means liquid cow's milk meeting the minimum health and sanitary requirements specified by State and local health agencies, which is purchased for resale for human consumption as fluid milk.

(2) "Handler" means any person who, on his own behalf or on behalf of others, purchases fluid milk from producers, associations of producers, or other handlers, and who sells such fluid milk at wholesale in bulk (other than in glass or paper containers), to any person, other than stores, hotels, restaurants, and institutions.

(3) Purchaser of the same class refers to the practice followed by the seller during the base period, December, 1943, in setting different prices for sales to different purchasers or kinds of purchasers (for example, but not limited to, manufacturer, wholesaler, jobber, or retailer) or for purchasers located in different areas or for different quantities or, under different conditions of sale.

(d) *Evasion.* The price limitations of this order shall not be evaded by direct or indirect methods, by means of, or in connection with, any offer, solicitation, agreement, sale, delivery, purchase, or receipt of or relation to milk, alone or in conjunction with any other commodities, or by way of, or in connection with, any commission, service, transportation, or other charge or discount, premiums, or privilege, tying agreement, trade understanding, or change in any business trade practice.

(e) *Enforcement.* Purchasers violating any provision of this order are subject to the criminal penalties, civil enforcement actions, suits for treble damages, and proceedings for suspensions of licenses provided by the Emergency Price Control Act of 1942, as amended.

(f) This order may be revoked, amended or corrected at any time.

This order shall become effective July 18, 1944.

(56 Stat. 23, 765; 57 Stat. 566, Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July 1944.

L. F. GENTNER,
Regional Administrator.

[F. R. Doc. 44–10795; Filed, July 19, 1944; 3:09 p. m.]

[Cleveland Order G–1 Under MPR 426]

FRESH FRUITS AND VEGETABLES IN CANTON-MASSILLON, OHIO, AREA

Order No. G–1 under Maximum Price Regulation No. 426. Order establishing a free delivery zone for the Canton-Massillon Area in sales of the listed commodities.

In accordance with Maximum Price Regulation No. 426, paragraph (f) (1) of Appendix H, paragraph (g) (1) of Appendix I, and paragraph (1) (1) of Appendix J, and the authority delegated to the Cleveland District Office by Cleveland Regional Delegation Order No. 1A Revised, this District Order No. G–1 under Maximum Price Regulation No. 426 is issued.

It is hereby ordered and established that the "free delivery zone" for sales and deliveries of the commodities listed in Appendix A by secondary jobbers and service wholesalers located within the corporate or railroad switching limits of the cities of Canton and Massillon, Ohio, shall include and be coextensive with the area of Stark County, Ohio.

The allowances for transportation, beyond such free delivery zone, provided for in paragraph (e) (6) of Appendix H, paragraph (f) (5) (v) of Appendix I, and paragraph (g) (6) of Appendix J of Maximum Price Regulation No. 426 are hereby superseded by the allowances set forth in Appendix B hereof.

All other provisions of Maximum Price Regulation No. 426 remain in full force and effect and such regulation is modified by this order only to the extent hereinbefore set forth.

Appendix A and Appendix B are hereto annexed, incorporated herein and made a part hereof.

The term "free delivery zone" as used herein shall have the same meaning as that term has in Maximum Price Regulation No. 426.

This order shall become effective July 8, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued July 7, 1944.

CLINTON M. FISKE,
District Director.

Approved:

ERAL O. POLLACK,
Regional Director of Food Distribution.

APPENDIX A

Snap beans, green and wax.
Carrots.
Cucumbers.
Hothouse cucumbers.
Eggplant.
Peas.
Peppers.
Spinach.
Berries.
California and Arizona oranges.
Florida and Indian River oranges.
California and Arizona grapefruit.
Florida grapefruit.
All lemons.
Cherries, Campbell lugs.
Cherries, Calex lugs.
Apricots, Brentwood lugs.
Plums, except Italian.
Italian prune plums.

APPENDIX B

Amounts which may be added to the base price for the items listed in Appendix A in sales and deliveries outside the free delivery zone:

	Cents
Items weighing up to 30 lbs	10
Items weighing from 31 to 60 lbs	15
Items weighing from 61 to 99 lbs	20
Items weighing 100 lbs. and up	25

[F. R. Doc. 44–10780; Filed, July 19, 1944; 3:00 p. m.]

[Jacksonville Order G–1 Under MPR 285]

IMPORTED FRESH BANANAS IN FLORIDA

Order No. G–1, under Maximum Price Regulation No. 285, as amended. Imported fresh bananas, sales except at retail. Adjustment of maximum price for the sale of bananas by wholesalers to other wholesalers, retailers and institutional users located in the State of Florida.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the District Director of the Jacksonville District Office of the Office of Price Administration by § 1351–1254a (a) of Maximum Price Regulation No. 285, as amended, and Regional Delegation Order No. 25; *It is hereby ordered,* That:

(a) On and after the effective date of this order, the maximum price which may be charged on the sale of bananas delivered to the premises of other wholesalers, retail stores or institutional users located within the State of Florida (except those located within the customary free delivery zones of the affected wholesalers) by any wholesaler at any receiving point shall be the maximum price calculated in accordance with Maximum Price Regulation No. 285, as amended, plus 4/10 of a cent per cwt. per mile beyond the customary free delivery zone, but not more than 35¢ cwt. Furthermore, in those instances where the permitted delivery addition would cause a retailer's "net cost" (calculated under Maximum Price Regulation 422 or 423) to be increased to an extent which would result in an increased maximum retail price, a delivery charge may be added only in an amount which would not reflect an increased maximum price at retail.

Example. A wholesale produce dealer in Tampa sells a stem of Cuban bananas to a group 2 retailer in Orlando, 100 miles away. These bananas were imported into the port of Tampa, therefore, the wholesaler's ceiling under Maximum Price Regulation 285 is $4.00 per cwt. f. o. b. port of entry, plus $1.50 mark-up, or a total of $5.50. Under this order he would be able to add 40¢ per cwt. delivery charge, except for the over-all limitation of 35¢. However, the 35¢ addition would cause the retailer's "net cost" to be $5.85 per pound, which would justify a retail price to the consumer of 9¢ per pound, because his "net cost" is nearer 6¢, whereas the retail price to the consumer would be 8¢ per pound if his "net cost" is nearer 5½¢ per pound. Therefore, in such case, the wholesaler may only add 34¢ per cwt., even though the point of delivery is 100 miles from his place of business.

(b) *Definitions.* "Free delivery zone" as a general rule embraces the municipal limits of a receiving point, and all of that area adjacent to the receiving point to which the wholesalers therein customarily deliver bananas without adding any cartage or delivery charge to their selling prices.

For the City of Tampa the "free delivery zone" is more particularly described as follows:

All of the metropolitan area of the City of Tampa, Florida, including the Interbay Peninsula, Sulphur Springs on the North and Six Mile Creek on the East.

For the City of Jacksonville the "free delivery zone" is more particularly described as follows:

The municipal limits of the City of Jacksonville, Florida.

For the City of Miami the "free delivery zone" is more particularly described as follows:

The cities of Miami and Miami Beach and the Towns of Surfside, Coral Gables, South Miami, Hialeah, Miami Shores, and Miami Springs, Florida.

Except as otherwise provided herein, and unless the context otherwise requires, the definitions set forth in Maximum Price Regulation No. 285 shall apply to the terms used herein.

(c) Except as otherwise provided herein, all transactions subject to this order shall remain subject to all the provisions of Maximum Price Regulation No. 285, together with all amendments, orders, and supplementary regulations that heretofore have been, or hereafter may be issued.

(d) This order may be revoked, amended or corrected at any time.

(e) This order shall become effective on this 20th day of July 1944.

(56 Stat. 23, 765, Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July 1944.

C. W. BUTLER,
District Director.

[F. R. Doc. 44-10782; Filed, July 19, 1944; 3:08 p. m.]

[Montgomery Order G-3 Under MPR 426]

FRESH FRUITS AND VEGETABLES IN MONTGOMERY DISTRICT

Order No. G-3 under Maximum Price Regulation No. 426, as amended. Fresh fruits and vegetables for table use, sales except at retail. Adjustment of maximum charges for delivery of certain fresh fruits and vegetables.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the District Director of the Montgomery District Office, Region IV, of the Office of Price Administration by paragraph (f) (1) of Appendix H, paragraph (g) (1) of Appendix I, and the ultimate paragraph of section 2b of Maximum Price Regulation No. 426, as Amended, and Regional Delegation Orders Nos. 33 and 35, it is hereby ordered:

SECTION 1. *Maximum charges for delivery by service wholesalers and secondary jobbers beyond the free delivery zone.* Any service wholesaler or secondary jobber, whose place of business is located within the Montgomery District, may add to his maximum prices for snap beans, sweet peppers, eggplant, cucumbers, spinach, carrots, green peas, oranges, grapefruit, lemons, tangerines, cabbage and table grapes, as determined under the applicable tables of the appropriate appendices to Maximum Price Regulation No. 426, as Amended, a maximum charge for the delivery of such items to the premises of the purchaser located outside of the free delivery zone of the service wholesaler or secondary jobber, as defined in section 2 of this order. The entire maximum delivery charge thus added shall in no event exceed the following:

For containers of less than 40 pounds gross weight—10 cents per container.

For containers of 40 pounds to 60 pounds gross weight—20 cents per container.

For containers of more than 60 pounds gross weight—25 cents per container.

SEC. 2. *Definitions.* (a) "Free delivery zone" for any service wholesaler or secondary jobber shall mean all of the territory within the limits of the county in which the established place of business of a service wholesaler or secondary jobber is located.

(b) "Service wholesaler." A "service wholesaler" means a person who maintains a store or warehouse at which the particular goods being priced is received and stored or warehoused, who receives the commodity at the premises of his store or warehouse, who maintains at such store or warehouse facilities for cold storage, ripening, trimming, sorting, washing, packing and other handling of the listed commodities, who employs salesmen to call on the trade in the city or country points which he services, and who sells the particular goods being priced to retail stores, government procurement agencies or institutional buyers.

(c) "Secondary jobber" means a person other than a retailer who, for his own account and profit, purchases the listed commodity being priced in less than carlots or less than trucklots and re-sells it in any quantity.

SEC. 3. *Geographical applicability.* This order shall apply only to deliveries made outside of the free delivery zone of service wholesalers and secondary jobbers whose places of business are located within the Montgomery District, which comprises the following area:

The Counties of Sumter, Greene, Hale, Perry, Chilton, Coosa, Tallapoosa, and Chambers, in the State of Alabama, and all of the remaining counties of the State of Alabama lying and being situated south of said counties.

SEC. 4. *Applicability of Maximum Price Regulation No. 426, as amended.* The maximum delivery charges set out in section 1 of this order shall supersede any delivery allowances that may be provided in the applicable appendices to Maximum Price Regulation No. 426, as amended, for delivery of items named in this order to the promises of a purchaser located outside of the free delivery zone of the service wholesaler or secondary jobber. Except as this order specifically provides for maximum delivery charges in section 1, all sales of the items covered by this order shall remain subject to the provisions of Maximum Price Regulation No. 426, as amended.

SEC. 5. *Revocation and amendment.* This order may be revoked, amended or corrected at any time by the District Director of the Montgomery District Office.

SEC. 6. *Effective date.* This order shall become effective at 12:01 a. m. on June 12, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E. O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued June 7, 1944.

A. H. COLLINS,
District Director.

[F. R. Doc. 44-10783; Filed, July 19, 1944; 3:06 p. m.]

[Fargo-Moorhead Order G-1 under MPR 426 and MPR 285]

FRESH FRUITS AND VEGETABLES IN FARGO-MOORHEAD DISTRICT

Order No. G-1 under § 1439.3-15, Appendix H (f), Appendix I (g) of Maximum Price Regulation No. 426, and § 1361.1254a (a) of Maximum Price Regulation No. 285. Free delivery zones and maximum charges for delivery without these zones for wholesalers of certain fresh fruits and vegetables.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the District Director of the Fargo-Moorhead District Office of the Office of Price Administration, by §§ 1439.3-15, Appendix H (f), Appendix I (g) of Maximum Price Regulation No. 426, Fresh fruits and vegetables, and § 1351.1254a (a) of Maximum Price Regulation No. 285, Imported bananas, both as amended, it is hereby ordered:

(a) *What this order does.* This order defines and determines the free delivery zones and establishes charges which can be made for delivery beyond these free delivery zones for all the wholesale receiving points in this district in the area hereinafter described. The order applies to such fresh fruit and vegetable items as are now or may hereafter be subject to the pricing provisions of Maximum Price Regulation No. 285 and Appendices H and I of Maximum Price Regulation No. 426. The only sellers who are subject to this order are those wholesalers who price under Maximum Price Regulation No. 285, and secondary jobbers and service wholesalers, as these terms are used in Appendices H and I of Maximum Price Regulation No. 426.

(b) *Establishment of delivery zones.* The free delivery zones at the following wholesale receiving points shall be the corporate limits of the respective municipalities of Williston, Dickinson, Minot, Devils Lake, Valley City and Jamestown, all in North Dakota, and Detroit Lakes, Alexandria, Crookston, Fergus Falls, Thief River Falls and Wadena, all in Minnesota. The free delivery zone for the wholesale receiving points of Bismarck and Mandan shall be the corporate limits of those two cities and all retail establishments located on Highway No. 10 between the cities of Bismarck and Mandan. The free delivery zone for the wholesale receiving points of Grand Forks, North Dakota, and East Grand Forks, Minnesota, shall include the corporate limits of the City of Grand Forks and the corporate limits of the adjoining city of East Grand Forks, Minnesota. The free delivery zone for the wholesale receiving points of Fargo, North Dakota, and Moorhead, Minnesota, shall include any point within an 8-mile radius of the Cass County Courthouse located in the city of Fargo, North Dakota. The free delivery zone for the wholesale receiving points of Wahpeton, North Dakota, and Breckenridge, Minnesota, shall include the corporate limits of the city of Wahpeton, North Dakota, and of the adjoining city of Breckenridge, Minnesota.

(c) *Differentials for non-delivered and delivered sales of items listed in Appendices H and I of Maximum Price Regulation No. 426.*

1. Non-delivered sales. For sales on a non-delivered basis there shall be deducted from the price for delivered sales in the free delivery zone, 5¢ per container for standard shipping containers weighing under 50 pounds gross weight, and 10¢ per container for standard shipping containers weighing 50 pounds or over gross weight. A deduction of 2¢ or 5¢, respectively, shall be made for non-delivered sales of half standard shipping containers or more, or for bulk sales weighing as much as or more than half a standard container of the item being sold. No deductions need be made for sales in less than half containers and for bulk sales which weigh less than half a standard container of the item being sold.

2. Delivered sales in the free delivery zone. For deliveries in the free delivery zone the maximum delivered price shall be the maximum delivered price computed under Maximum Price Regulation No. 426 for the type of sale being made without any deduction from or addition thereto. Delivered Sales Beyond the Free Delivery Zone. For deliveries beyond the free delivery zone the amount set out below may be added to the price for delivered sales in the free delivery zone. Mileage beyond the free delivery zone shall be computed via the nearest publicly traveled route. These charges apply to all containers and in bulk and shall be computed on the basis of gross weight.

	Cents per cwt.
1 to 25 miles, inclusive	20
26 to 50 miles, inclusive	25
51 to 75 miles, inclusive	30
76 to 100 miles, inclusive	35
101 to 125 miles, inclusive	40
126 to 150 miles, inclusive	45
Over 150 miles	50

Or a minimum charge of 15¢ per stop may be made.

(d) *Differentials for non-delivered and delivered sales of items under maximum Price Regulation No. 285.*

1. Non-delivered sales and delivered sales in the free delivery zone. For non-delivered sales and for deliveries in the free delivery zone the maximum price shall be the maximum delivered price computed under Maximum Price Regulation No. 285 for the type of sale being made. Discounts and price differentials including any differential or discounts for f. o. b. seller or non-delivered sales must be maintained.

2. Delivered sales beyond the free delivery zone. For deliveries beyond the free delivery zone the amount set out below may be added to the price for delivered sales in the free delivery zone. Deliveries beyond the free delivery zone shall be computed via the nearest publicly traveled route. Delivery charge shall be computed for the net weight of bananas delivered.

	Cents per cwt.
1 to 25 miles, inclusive	20
26 to 50 miles, inclusive	25
51 to 75 miles, inclusive	30
76 to 100 miles, inclusive	35

No charge in excess of 35¢ cwt. for the net weight of bananas delivered shall be made.

(e) *Definitions.* Delivery means delivery to the physical premises of a retail store, hotel, restaurant or institution. Unless the context otherwise requires, the terms used herein shall have the same meaning as given them in Maximum Price Regulation No. 285 and Maximum Price Regulation No. 426.

(f) *This order may be revoked, revised, amended or corrected at any time.*

(g) *Effective date.* This order shall become effective on July 10, 1944.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 1st day of July 1944.

HAROLD W. BANGERT,
District Director.

Approved July 5, 1944.

E. O. POLLOCH,
Regional Director,
War Food Administration.

[F. R. Doc. 44-10796; Filed, July 19, 1944; 3:06 p. m.]

[San Diego Order G-1 Under MPR 285]

BANANAS IN SAN DIEGO DISTRICT

Order No. G-1 under MPR 285, as amended. Imported fresh bananas. Sales except at retail.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the District Director, San Diego District, Office of Price Administration, by Maximum Price Regulation 285, § 1351.1254 (a), and by Order of Delegation No. 45 issued by the Regional Administrator, Region 8, Office of Price Administration, *It is hereby ordered:*

(1) The limits of the free delivery zone referred to in said Maximum Price Regulation 285 are hereby designated and defined as followed: All that area lying within San Diego County bounded on the west by the Pacific Ocean; on the north by a line running from the northwestern boundary of the incorporated city of San Diego, and east to the town of Lakeside; on the east by a line running due south from the town of Lakeside to the Mexican border; and on the south by the Mexican border.

(2) That on deliveries from the city of San Diego wholesale receiving point made by wholesalers, delivered to the premises of purchasers outside of the free delivery zone as designated and defined in Paragraph (1) there may be added an amount for transportation of 25¢ cwt. for the first 25 miles beyond the limits of the free delivery zone and 5¢ cwt. for each additional 25 miles.

(3) This order may be revoked, amended or corrected at any time.

This order shall become effective at 12:01 a. m., Monday, July 10, 1944.

(56 Stat. 23, 765; 57 Stat. 566, Pub. Law 383, 78th Cong.; E. O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 7th day of July 1944.

STEWART O. WICKLIN,
District Director.

[F. R. Doc. 44-10794; Filed, July 19, 1944; 3:03 p. m.]

RAILROAD RETIREMENT BOARD.

[Jurisdictional Docket 27]

SHIPLEY CO., ET AL.

NOTICE OF POSTPONEMENT OF HEARING

In the matter of the status under the Railroad Unemployment Insurance Act of the Shipley Company and of the individuals rendering service under contracts between the Shipley Company and the Chicago, St. Paul, Minneapolis and Omaha Railway Company.

Notice is hereby given that pursuant to the authority vested in the General Counsel by Part 319 of the regulations under the Railroad Unemployment Insurance Act (45 U.S.C. 351-367, 7 F.R. 4774) the hearing in the above-entitled matter, scheduled to be held on July 18, 1944, at 10 a. m., in the Hearing Room of the Railroad Retirement Board, 844 Rush Street, Chicago, Illinois (9 F.R. 7117) and postponed, will be held on Tuesday, August 1, 1944, at 10:00 a. m., in the Hearing Room of the Railroad Retirement Board 844 Rush Street, Chicago, Illinois.

Dated: July 18, 1944.

JOSEPH H. FREEHILL,
General Counsel.

[F. R. Doc. 44-10766; Filed, July 19, 1944; 2:02 p. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 70-893]

RAILWAY AND BUS ASSOCIATES

ORDER GRANTING REQUEST FOR WITHDRAWAL OF APPLICATION-DECLARATION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 18th day of July 1944.

In the matter of the Railway and Bus Associates, trustees under pension trust agreement dated December 14, 1937, as amended; File No. 70-893.

The above named parties having filed a joint application-declaration, pursuant to the Public Utility Holding Company Act of 1935, regarding the proposed sale by Trustees Under Pension Trust Agreement dated December 14, 1937 as amended, to The Railway and Bus Associates, of certain outstanding bonds and debentures of NY PA NJ Utilities Company, and the proposed purchase by The Railway and Bus Associates from a non-affiliate of certain additional amounts of such bonds and debentures; and

The Commission having on May 19, 1944, issued its notice of filing and order for hearing (Holding Company Act Release No. 5051); and

The Commission having been informed that said securities have been called for redemption by NY PA NJ Utilities Company, and a request having been made for leave to withdraw said application-declaration; and

It appearing to the Commission that it is appropriate that such application-declaration be withdrawn;

It is ordered, That said application-declaration be, and hereby is, permitted to be withdrawn.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-10802; Filed, July 20, 1944; 9:30 a. m.]

UNITED STATES COAST GUARD.

APPROVAL OF EQUIPMENT

By virtue of the authority vested in me by R. S. 4405, 4417a, 4426, as amended, 49 Stat. 1544 (46 U.S.C. 367, 375, 391a, 404), and Executive Order 9083, dated February 28, 1942 (7 F.R. 1609), the following approval of equipment is prescribed:

LIFE PRESERVERS

Model No. 1, adult kapok life preserver (C. G. Dwg. No. F-49-6-1, Alt. 1, and Specification dated 10 June, 1944). Approval No. B-225, manufactured by The American Pad and Textile Company, Greenfield, Ohio. (For general use.)

Model No. 2, adult kapok life preserver (C. G. Dwg. No. F-49-6-1, Alt. 1, and Specification dated 10 June, 1944), Approval No. B-226, manufactured by The American Pad and Textile Company, Greenfield, Ohio. (For general use.)

Model No. 3, adult kapok life preserver (C. G. Dwg. No. F-49-6-1, Alt. 1, and Specification dated 10 June, 1944), Approval No. B-227, manufactured by The American Pad and Textile Company, Greenfield, Ohio. (For use with rubber lifesaving suits.)

LIFE RAFT

24-person steel truss, Model #7, improved type life raft (Dwg. No. 1772, dated 27 June, 1944), submitted by the L. A. Young Spring and Wire Corporation, 900 High Street, Oakland, California.

LUMINOUS CLOTH OR TAPE FOR MARKING INTERIOR ACCOMMODATIONS

Luminous marking, Type B with adhesive attached, submitted by the Hall-Vesole Company, 2350 University Avenue, St. Paul Minnesota.

RING LIFE BUOY

30" cork ring life buoy (Dwg. No. 1-108, dated 26 January, 1944), Approval No. B-224, manufactured by Wilber & Son, 545 Mission Street, San Francisco, California.

Approved: July 18, 1944.

R. R. WAESCHE, *Vice Admiral, USCG, Commandant.*

[F. R. Doc. 44-10800; Filed, July 20, 1944; 9:25 a. m.]

WAR PRODUCTION BOARD.

BILTMORE PUBLISHING CO.

CONSENT ORDER

Frederic J. Buse, doing business under the trade name and style of Biltmore Publishing Company at 66 E. 78th Street, in the City, County and State of New York, engaged in the business of publishing magazines, is charged by the War Production Board with having in March, 1944, published a cartoon magazine entitled Pin Ups N' Puns using 18.3 tons of paper in violation of Limitation Order L-244. On July 7, 1944; Frederic J. Buse represented in writing to the War Production Board that only one issue of this magazine was printed, published and distributed and that he does not intend to, and will not, print, publish or distribute the magazine Pin Ups N' Puns, and that under the trade name and style of Biltmore Publishing Company he does not intend to, and will not, use any paper whatsoever, or print, publish, or distribute any publications requiring the use of paper whatsoever, unless specifically authorized so to do by the War Production Board or until Limitation Order L-244 or any superseding order restricting the use of paper for printing and publishing is terminated. Frederic J. Buse admits the violation as charged, does not care to contest its wilfulness, and has consented to the issuance of this order.

Wherefore, upon the agreement of Frederic J. Buse, doing business under the trade name and style of Biltmore Publishing Company, and upon the approval of the Regional Compliance Manager, the Regional Attorney, and the Compliance Commissioner, *it is hereby ordered*, That:

(a) Frederic J. Buse, doing business under the trade name and style of Biltmore Publishing Company, his successors or assigns, of said trade name and style, shall not use any paper whatsoever for printing and publishing unless specifically authorized in writing by the War Production Board or until Limitation Order L-244 or any superseding order restricting the use of paper for printing and publishing terminates.

(b) No allocation, including allotments or quotas, shall be made to Frederic J. Buse, doing business under the trade name and style of Biltmore Publishing Company, his successors or assigns of said trade name and style, of paper the supply, or distribution of which is governed by any order or regulation of the War Production Board, unless hereafter specifically authorized in writing by the War Production Board.

(c) Nothing contained in this order shall be deemed to relieve Frederic J. Buse, doing business under the trade name and style of Biltmore Publishing Company, his successors or assigns of said trade name and style, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(d) This order shall take effect as of the date of issuance and shall expire when revoked by the War Production Board or when Limitation Order L-244 or any superseding order restricting the use of paper for printing or publishing terminates.

Issued this 19th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN, *Recording Secretary.*

[F. R. Doc. 44-10798; Filed, July 19, 1944; 4:07 p. m.]

General
Deposited by U.S. Govt.

JUL 24

PART I

U.S.

FEDERAL REGISTER

VOLUME 9 NUMBER 146

Washington, Saturday, July 22, 1944

Regulations

TITLE 7—AGRICULTURE

Chapter VII—War Food Administration (Agricultural Adjustment)

PART 728—WHEAT

NATIONAL, STATE, COUNTY AND FARM ACREAGE ALLOTMENTS FOR THE 1945 CROP OF WHEAT, AND WHEAT MARKETING QUOTAS FOR THE 1945–46 MARKETING YEAR

Whereas, the Agricultural Adjustment Act of 1938, as amended, provides for the proclamation of certain data concerning the supply and consumption requirements requisite to the establishment of a national acreage allotment and marketing quotas for wheat, and

Whereas, said Act further provides that the powers therein granted shall not be used to discourage the production of sufficient supplies of foods and fibers to maintain normal domestic consumption, taking into consideration current trends in consumption and exports and the quantities of substitutes available at fair prices, and

Whereas, said Act further provides that quotas shall be terminated if it is determined that such action is necessary in order to effectuate the declared policy of the Act or to meet a national emergency, and

Whereas, an investigation has been made which reveals that it is necessary, in order to meet the present national emergency and to effectuate the declared policy of the Act, to dispense with marketing quotas for wheat for the marketing year beginning July 1, 1945, and with national, State, county and farm acreage allotments for wheat for the 1945 crop:

Now, therefore, pursuant to the foregoing authority and in accordance with Executive Order 9322, as amended by Executive Order 9334, it is hereby determined and proclaimed that:

This issue is in two parts, the second of which consists of the War Department Procurement Regulations as amended by Change 36, June 7, 1944, and Change 37, June 29, 1944. Because of its unusual size Part II will be distributed during the week of July 23.

§ 728.601 *1945 acreage allotments for wheat.* In order to encourage the production of a sufficient supply of food to maintain normal domestic consumption, taking into consideration current trends in consumption and exports and the quantities of substitutes available at fair prices and otherwise to effectuate the declared policy of the Act, no national, State, county, or farm acreage allotments for wheat for the 1945 crop will be established under provisions of Title III of the Agricultural Adjustment Act of 1938, as amended.

§ 728.605 *National marketing quota for wheat for the 1945–46 marketing year.* In order to meet the present national emergency and to effectuate the declared policy of the Act, wheat marketing quotas will not be in effect for the marketing year beginning July 1, 1945.

(52 Stat. 39, 43, 45, 53, 54, 64, 203, 775; 53 Stat. 1125; 7 U.S.C. 1940 ed. 1301(b), 1301(c), 1304, 1332, 1333, 1334, 1335, 1371; and E.O. 9322, March 26, 1943, as amended by E.O. 9334, April 19, 1943)

Issued at Washington, D. C., this 14th day of July 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 44–10859; Filed, July 20, 1944; 3:20 p. m.]

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FEDERAL REGISTER

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NOTICE

The Cumulative Supplement to the Code of Federal Regulations, covering the period from June 2, 1938, through June 1, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at $3.00 per unit. The following are now available:

Book 1: Titles 1–3 (Presidential documents) with tables and index.
Book 2: Titles 4–9, with index.
Book 3: Titles 10–17, with index.
Book 4: Titles 18–25, with index.
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TITLE 12—BANKS AND BANKING

Chapter III—Federal Deposit Insurance Corporation

PART 302—ASSESSMENTS

PAYMENT BY BANKS WHOSE INSURED STATUS HAS TERMINATED

Resolutions adopted June 15, 1944 repealed former paragraphs (a), (d) and (e) of § 302.3; amended former paragraphs (c) and (f) of said section, and redesignated them as paragraphs (a) and (b), respectively; and redesignated paragraph (b) of said section as (c). The section, as amended, reads as follows:

§ 302.3 *Payment of assessments by banks whose insured status has terminated*—(a) *Assumed deposits of terminating bank become deposits of assuming bank.* The deposit liabilities of one bank, if assumed by a second insured bank, will, except to the extent that depositors of the first bank by affirmative action signify their express intention to hold the first bank liable as a debtor, be presumed for assessment purpose to cease being deposit liabilities of the first bank on the date the assumption becomes effective provided the requisite notice of assumption be given to the depositors. The assumed deposits, for assessment purposes, are deposit liabilities of the assuming bank from the date of assumption, whether or not the requisite notice of assumption has been given to the depositors.

(b) *Payment of assessments by assuming bank on assumed deposits of terminating bank.* Where the deposit liabilities of an insured bank are assumed by another insured bank and the assuming bank agrees to file the certified statement which the terminating bank is required to file, the filing of such certified statement and the payment of the assessment thereon by the assuming bank shall be deemed the acts of the terminating bank: *Provided,* The requisite notice of assumption be given to the depositors of the terminating bank and: *Provided, further,* That such certified statement shall be filed separately from that required to be filed by the assuming bank.

(c) *Resumption of insured status before insurance of deposits ceases.* If a bank whose insured status has been terminated under paragraphs (1) or (2) of subsection (i), of section 12B of the Federal Reserve Act, as amended (12 U.S.C. 264 (i) (1) and (2)), makes application to the Corporation, before the insurance of its deposits shall have ceased, to be permitted to continue or to resume its status as an insured bank and if the directors grant the application, the bank will be deemed for assessment purposes, to continue as an insured bank and must thereafter furnish certified statements and pay assessments as though its insured status had not been terminated.

(12 U.S.C. 264 (h), (i) and (j))

[SEAL] FEDERAL DEPOSIT INSURANCE CORPORATION,
E. F. DOWNEY,
Secretary.

[F. R. Doc. 44–10858; Filed, July 20, 1944; 3:13 p. m.]

TITLE 14—CIVIL AVIATION

Chapter I—Civil Aeronautics Board

[Orders, Serial No. 2989]

PART 202—ACCOUNTS, RECORDS AND REPORTS

FORM OF REPORTS FOR FINANCIAL AND OPERATING STATISTICS OF INTERNATIONAL AIR CARRIERS

Adopted by the Civil Aeronautics Board at its offices in Washington, D. C., on the 12th day of July, 1944.

The Board, acting pursuant to the Civil Aeronautics Act of 1938, as amended, particularly sections 205 (a) and 407 (a) thereof, and finding its action necessary to carry out the provisions of said act and to exercise its powers and perform its duties thereunder;

It is ordered, That the form of Report of Financial and Operating Statistics for International Air Carriers, (CAB Form 2380) be and the same is amended, as set forth in Amendment No. 1, attached hereto.[1]

By the Civil Aeronautics Board.

[SEAL] FRED A. TOOMBS,
Secretary.

[F. R. Doc. 44–10874; Filed, July 21, 1944; 10:22 a. m.]

[Orders, Serial No. 2990]

PART 202—ACCOUNTS, RECORDS AND REPORTS

UNIFORM SYSTEM OF ACCOUNTS FOR DOMESTIC AIR CARRIERS

Adopted by the Civil Aeronautics Board at its offices in Washington, D. C., on the 12th day of July, 1944.

The Board, acting pursuant to the Civil Aeronautics Act of 1938, as amended particularly sections 205 (a) and 407 (a) thereof, and finding its action necessary to carry out the provisions of said act and to exercise its powers and perform its duties thereunder;

It is ordered, That the Uniform System of Accounts for Domestic Air Carriers (CAB Form 2780 Manual), as amended, be and the same is further amended as set forth in Amendment No. 7 attached hereto.[1]

By the Civil Aeronautics Board.

[SEAL] FRED A. TOOMBS,
Secretary.

[F. R. Doc. 44–10875; Filed, July 21, 1944; 10:22 a. m.]

[Orders, Serial No. 2991]

PART 202—ACCOUNTS, RECORDS AND REPORTS

UNIFORM SYSTEM OF ACCOUNTS FOR INTERNATIONAL AIR CARRIERS

Adopted by the Civil Aeronautics Board at its offices in Washington, D. C., on the 12th day of July, 1944.

The Board, acting pursuant to the Civil Aeronautics Act of 1938, as amended, particularly sections 205 (a) and 407 (a) thereof, and finding its action necessary to carry out the provisions of said act and to exercise its powers and perform its duties thereunder;

It is ordered, That the Uniform System of Accounts of International Air Carriers, (CAB Form 2380 Manual), as amended, be and the same is further amended as set forth in Amendment No. 3 attached hereto.[1]

By the Civil Aeronautics Board.

[SEAL] FRED A. TOOMBS,
Secretary.

[F. R. Doc. 44–10876; Filed, July 21, 1944; 10:22 a. m.]

TITLE 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. 4526]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

AMERICAN ASSOCIATION OF LAW BOOK PUBLISHERS, ET AL.

§ 3.7 *Aiding, assisting and abetting unfair or unlawful act or practice:* § 3.27 (d) *Combining or conspiring—To enhance, maintain or unify prices.* In connection with offer, etc., in commerce, of law books and related legal publications, and on the part of respondent American Association of Law Book Publishers, and some 27 corporations, (constituting the entire membership of said Association, except for certain periods in the case of some), and on the part of their respective officers, etc., entering into, continuing, cooperating in, or carrying out, or directing, instigating or cooperating in, any planned common course of action, mutual agreement, understanding, combination, or conspiracy between and among any two or more of said respondents or between any one or more of said respondents and others not parties hereto to (1) establish, fix, or maintain discounts, terms, or conditions of sale for law books and related legal publications or adhere to or promise to adhere to the discounts, terms, or conditions of sale so fixed; (2) maintain or adhere to the selling price, terms, and conditions of sale of law books and related publications fixed and established by the respondent who publishes such books; (3) hold or participate in any meeting, discussion, or exchange of information among themselves or under the auspices of the respondent American Association of Law Book Publishers or any other medium or agency concerning proposed or future discounts, terms, or conditions of sale or concerning bids and price quotations in advance of the submission of such bids or price quotations to purchasing officials of the Federal Government or to awarding authorities of other governmental units or subdivisions or to any buyer of law books and related legal publications; (4) arrive at the amount of any bid or the discount, terms, or conditions of sale to be submitted to purchasing officials of the Federal Government, to awarding authorities of other governmental units or subdivisions, or to any buyer of law books and related legal publications through agreement, understanding, or collusion with other bidders; (5) establish, fix, or maintain the rates of allowances to be made, used, and applied on books and other publications received in trade, or fix and maintain the prices, terms, or conditions of sale governing the resale of such law books and related legal publications taken in trade; (6) jointly or cooperatively induce or promote adherence to, or attempt to, induce or promote adherence to, agreements, and understandings relative to the sale and distribution of law books and related legal publications by interchange of correspondence, by personal contact with one another individually or in groups, or by policing the bids or sales transactions of respondent members through the respondent Association or otherwise; (7) employ or utilize any of the actual practices specifically prohibited herein as a means or instrumentality of otherwise restricting, restraining, or eliminating competition in the sale and distribution of law books and related legal publications; and (8) employ or utilize American Association of Law Book Publishers or any other medium or central agency as an instrument, vehicle, or aid in performing or doing any of the acts and practices prohibited by this order; prohibited, subject to the proviso that nothing herein contained shall be construed as prohibiting a parent corporation from directing the prices or terms at which any of its subsidiary corporations shall sell any law book or related legal publication published by the parent corporation or by any of its subsidiaries when such prices or terms have been arrived at by the parent corporation acting separately and independently of any competitor of the parent corporation or of any of its subsidiary corporations; and to the further proviso that nothing in the order is to be construed as prohibiting any of said corporate respondents from entering into such contracts or agreements relating to the maintenance of resale prices as are not prohibited by the provisions of an Act entitled, "An Act to protect trade and commerce

[1] On file with the Division of the Federal Register.

lies," approved July 2, 1890 (the Sherman Act) as amended, (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Modified cease and desist order, American Association of Law Book Publishers, et al., Docket 4526, June 26, 1944]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 26th day of June, A. D. 1944.

In the Matter of American Association of Law Book Publishers, an Unincorporated Association, and Its Officers, James R. Spillane, President, Clifford W. Mueller, Vice President, Richard Reiner, Treasurer, R. Walter White, Secretary; and The American Law Book Company, a Corporation; The W. H. Anderson Company, a Corporation; Baker, Voorhis and Company, a Corporation; Bancroft-Whitney Company, a Corporation; Matthew Bender and Company, Inc., a Corporation; Bender-Moss Company, a Corporation; George T. Bisel, an Individual Trading as George T. Bisel Company, Clark Boardman Company, Ltd., a Corporation; Bobbs-Merrill Company, a Corporation; John Byrne and Company, a Corporation; Dennis and Company, Inc., a Corporation; The Harrison Company, a Corporation; The Lawyers Co-operative Publishing Company, a Corporation; Little, Brown and Company, a Corporation; The Michie Company, a Corporation; National Law Book Company, a Corporation; Public Utilities Reports, Inc., a Corporation; The Frank Shepard Company, a Corporation; Burdette Smith Company, a Corporation; Soney and Sage Company, a Corporation; Thomas Law Book Company, a Corporation; Edward Thompson Company, a Corporation; Vernon Law Book Company, a Corporation; Washington Law Book Company, a Corporation; West Publishing Company, a Corporation; Williamson Law Book Company, a Corporation; Callaghan & Company, a Corporation; Falon Law Book Company, a Corporation

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission; the answers of the respondents; a stipulation as to the facts and a supplemental stipulation as to the facts entered into between W. T. Kelley, Chief Counsel for the Federal Trade Commission, and the following corporate respondents: The W. H. Anderson Company, Baker, Voorhis and Company, Bancroft-Whitney Company, Matthew Bender and Company, Inc., Bender-Moss Company, Clark Boardman Company, Ltd., Bobbs-Merrill Company, John Byrne and Company, Dennis and Company, Inc., The Harrison Company, The Lawyers Co-Operative Publishing Company, Little, Brown and Company, The Michie Company, National Law Book Company, Public Utilities Reports, Inc., Soney and Sage Company, Thomas Law Book Company, Williamson Law Book Company, and Fallon Law Book Company, which stipulations provide, among other things, that the Commission may proceed upon said statement of facts to make its report, stating its findings as to the facts and its conclusion based thereon, and enter its order disposing of the proceeding without the presentation of further testimony, argument, filing of briefs, or other intervening procedure; and also upon testimony and other evidence taken in support of the allegations of said complaint and in opposition thereto as to the respondents American Association of Law Book Publishers, an unincorporated association, and its officers James R. Spillane, president, Clifford W. Mueller, Vice President, Richard Reiner, Treasurer, and R. Walter White, secretary, and The American Law Book Company, George T. Bisel, an individual trading as George T. Bisel Company, The Frank Shepard Company, Burdette Smith Company, Edward Thompson Company, Vernon Law Book Company, Washington Law Book Company, West Publishing Company, and Callaghan & Company, before a trial examiner of the Commission, theretofore duly designated by it; report of the trial examiner upon the evidence and exceptions filed thereto; briefs in support of the complaint and in opposition thereto; and oral argument of counsel; and the Commission having made and entered its findings as to the facts, conclusion, and order to cease and desist April 27, 1944, thereafter, upon request by counsel for certain of the respondent, the Commission reconsidered the order to cease and desist heretofore entered and being of the opinion that modified order to cease and desist should be issued in said cause and having duly considered the record and being now fully advised in the premises issues this its modified order to cease and desist:

It is ordered, That the respondents American Association of Law Book Publishers, an unincorporated association; The American Law Book Company, a corporation; The W. H. Anderson Company, a corporation; Baker, Voorhis and Company, a corporation; Bancroft-Whitney Company, a corporation; Matthew Bender and Company, Inc., a corporation; Bender-Moss Company, a corporation; Clark Boardman Company, Ltd., a corporation; Bobbs-Merrill Company, a corporation; John Byrne and Company, a corporation; Dennis and Company, Inc., a corporation; The Harrison Company, a corporation; The Lawyers Co-Operative Publishing Company, a corporation; Little, Brown and Company, a corporation; The Michie Company, a corporation; National Law Book Company, a corporation; Public Utilities Reports, Inc., a corporation; The Frank Shepard Company, a corporation; Burdette Smith Company, a corporation; Soney and Sage Company, a corporation; Thomas Law Book Company, a corporation; Edward Thompson Company, a corporation; Vernon Law Book Company, a corporation; Washington Law Book Company, a corporation; West Publishing Company, a corporation; Williamson Law Book Company, a corporation; Callaghan & Company, a corporation; and Fallon Law Book Company, a corporation, and their respective officers, agents, representatives, and employees, in connection with the offering for sale, sale, and distribution of law books and related legal publications in commerce as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from entering into, continuing, cooperating in, or carrying out, or directing, instigating, or cooperating in, any planned common course of action, mutual agreement, understanding, combination, or conspiracy between and among any two or more of said respondents or between any one or more of said respondents and others not parties hereto to do or perform any of the following acts or practices:

1. Establishing, fixing, or maintaining discounts, terms, or conditions of sale for law books and related legal publications or adhering to or promising to adhere to the discounts, terms, or conditions of sale so fixed.

2. Maintaining or adhering to the selling price, terms, and conditions of sale of law books and related publications fixed and established by the respondent who publishes such books.

3. Holding or participating in any meeting, discussion, or exchange of information among themselves or under the auspices of the respondent American Association of Law Book Publishers or any other medium or agency concerning proposed or future discounts, terms, or conditions of sale or concerning bids and price quotations in advance of the submission of such bids or price quotations to purchasing officials of the Federal Government or to awarding authorities of other governmental units or subdivisions or to any buyer of law books and related legal publications.

4. Arriving at the amount of any bid or the discount, terms, or conditions of sale to be submitted to purchasing officials of the Federal Government, to awarding authorities of other governmental units or subdivisions, or to any buyer of law books and related legal publications through agreement, understanding, or collusion with other bidders.

5. Establishing, fixing, or maintaining the rates of allowances to be made, used, and applied on books and other publications received in trade, or fixing and maintaining the prices, terms, or conditions of sale governing the resale of such law books and related legal publications taken in trade.

6. Jointly or cooperatively inducing or promoting adherence to, or attempting to induce or promote adherence to, agreements and understandings relative to the sale and distribution of law books and related legal publications by interchange of correspondence, by personal contact with one another individually or in groups, or by policing the bids or sales transactions of respondent members through the respondent Association or otherwise.

7. Employing or utilizing any of the actual practices specifically prohibited herein as a means or instrumentality of otherwise restricting, restraining, or eliminating competition in the sale and distribution of law books and related legal publications.

8. Employing or utilizing American Association of Law Book Publishers or any other medium or central agency as an instrument, vehicle, or aid in performing or doing any of the acts and practices prohibited by this order.

It is further ordered, That nothing herein contained shall be construed as prohibiting a parent corporation from directing the prices or terms at which any of its subsidiary corporations shall sell any law book or related legal publication published by the parent corporation or by any of its subsidiaries when such prices or terms have been arrived at by the parent corporation acting separately and independently of any competitor of the partner corporation or of any of its subsidiary corporations.

It is further ordered, That nothing in this order is to be construed as prohibiting any of said corporate respondents from entering into such contracts or agreements relating to the maintenance of resale prices as are not prohibited by the provisions of an act entitled, "An Act to protect trade and commerce against unlawful restraints and monopolies," approved July 2, 1890 (the Sherman Act), as amended.

It is further ordered, That the complaint herein be, and it hereby is, dismissed as to George T. Bisel, an individual trading as George T. Bisel Company.

It is further ordered, That the respondents shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which they have complied with this order.

By the Commission.

[SEAL] A. N. Ross,
Acting Secretary.

[F. R. Doc. 44-10877; Filed, July 21, 1944; 10:31 a. m.]

[Docket No. 4978]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

PRIME MANUFACTURING CO.

§ 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product or service* § 3.6 (ff 10). *Advertising falsely or misleadingly—Unique nature or advantages.* In connection with offer, etc., in commerce, of an electric fence controller designated "Prime Electric Fence Controller", or any other similar electric device, representing that (1) such electric fence controllers are free of trouble; (2) such controllers eliminate fence worries; (3) the use of such controllers is a positive or sure method of confining livestock and will prevent the escape of livestock under all conditions; (4) only a fence equipped with respondent's controller is respected by animals; and (5) the use of such controllers will hold or confine fence breakers without clearly and conspicuously disclosing that such fence breakers must first have received proper training; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order, The Prime Manufacturing Company, Docket 4978, June 13, 1944]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 13th day of June, A. D. 1944.

In the Matter of The Prime Manufacturing Company, a Corporation

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, the answer of the respondent, and the stipulation of the facts entered into by the respondent, The Prime Manufacturing Company, and Richard P. Whiteley, Assistant Chief Counsel, for the Commission, which provides among other things, that without further evidence or other intervening procedure the Commission may issue and serve upon the respondent findings as to the facts and conclusion based thereon and an order disposing of the proceeding, and the Commission having made its findings as to the facts and conclusion that said respondent has violated the provisions of the Federal Trade Commission Act;

It is ordered, That the respondent, The Prime Manufacturing Company, a corporation, its agents, employees and representatives, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution of an electric fence controller designated Prime Electric Fence Controller, or any other electric device of similar construction, whether sold under the same or any other name or names, in commerce as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from representing:

1. That such electric fence controllers are free of trouble;

2. That such controllers eliminate fence worries;

3. That the use of such controllers is a positive or sure method of confining livestock and will prevent the escape of livestock under all conditions;

4. That only a fence equipped with respondent's controller is respected by animals;

5. That the use of such controllers will hold or confine fence breakers without clearly and conspicuously disclosing that such fence breakers must first have received proper training;

It is further ordered, That the respondent shall, within sixty (60) days after service upon it of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which it has complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 44-10878; Filed, July 21, 1944; 10:31 a. m.]

[Docket No. 5037]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

DETROIT SODA PRODUCTS CO., ET AL.

§ 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product or service:* § 3.6 (y 10) *Advertising falsely or misleadingly—Scientific or other relevant facts.* In connection with offer, etc., of a baking soda designated "Crystal Brand Baking Soda", or any other similar preparation, and on the part of respondent Detroit Soda Products Co., and respondent Aarons, Sill & Caron, Inc., its advertising agent, and on the part of their officers, etc., and among other things, as in order set forth, disseminating, etc., any advertisements by means of the United States mails, or in commerce, or by any means, to induce, etc., directly or indirectly, purchase in commerce, etc., of said product, which advertisements represent, directly or by implication, (1) that "Crystal Brand Baking Soda," when used as a dentifrice, will freshen the breath, other than in cases where bad breath arises from the accumulation of food, debris and other material on or between the teeth, and which is removable by use of said product and a toothbrush; (2) that said product, when used as a dentifrice, will keep gums healthy; (3) that said product, when used as a dentifrice, will remove teeth stains other than that it will act to some extent as a cleansing and polishing agent if a sufficient quantity is used; (4) that said product, when used as a dentifrice, will restore dentine's natural brilliance; (5) that said product is a remedy or constitutes an effective treatment for indigestion other than temporary relief in cases of stomach distress, caused by hyperacidity; or (6) that said product is a remedy or constitutes a competent or effective treatment for colds or coughs; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b). [Cease and desist order, Detroit Soda Products Company et al., Docket 5037, June 26, 1944]

§ 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product or service:* § 3.6 (y 10) *Advertising falsely or misleadingly—Scientific or other relevant facts.* In connection with offer, etc., of a baking soda designated "Crystal Brand Baking Soda", or any other similar preparation, and on the part of respondent Detroit Soda Products Co., its officers, etc., and among other things, as in order set forth, disseminating, etc., any advertisements by means of the United States mails, or in commerce, or by any means, to induce, etc., directly or indirectly, purchase in commerce, etc., of said product, which advertisements represent, directly or by implication, (1) that Crystal Brand Baking Soda contains properties which are indispensable for making food easy to digest; (2) that said product relieves inflammation or gives a soothing effect to the membrane of the mouth; (3) that said product is a remedy and constitutes a competent and effective treatment for dyspepsia; (4) that said product is a remedy and constitutes a competent and effective treatment for ivy poisoning, other than that a solution of said product will have some slight tendency to relieve itching caused by poison ivy; (5) that said product is a remedy and constitutes a competent and effective treatment for lumbago, or that the addition of said product to a hot bath will exert beneficial effect in cases of lumbago; (6)

that said product is a remedy and constitutes a competent and effective treatment for scalds or burns, other than that a paste of said product and water is suitable for application to minor scalds and minor burns; (7) that said product constitutes a competent and effective treatment for toothache; (8) that said product is a remedy and constitutes a competent and effective treatment for eczema, other than that a solution of said product is suitable as a cleansing agent for use in removing dried exudates, such as those formed in cases of seborrheic eczema; (9) that said product is a remedy or constitutes a competent and effective treatment for acidity; (10) that said product is a remedy or constitutes a competent and effective treatment for rheumatism; (11) that said product possesses tonic properties or acts as a general tonic to the system; (12) that said product used in solution as an enema is a remedy and constitutes a competent and effective treatment for colic in babies; or (13) that said product is a remedy or constitutes a competent and effective treatment for grippe or influenza, will prevent colds, or will be effective in killing the germs or other organisms which cause colds, grippe and influenza; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order, Detroit Soda Products Company et al., Docket 5037, June 26, 1944]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 26th day of June, A. D. 1944.

In the Matter of Detroit Soda Products Company, a Corporation, and Aarons, Sill & Caron, Inc., a Corporation

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission and the answers of the respondents, in which answers respondents admit all the material allegations of fact set forth in said complaint and state that they waive all intervening procedure and further hearing as to said facts, and the Commission having made its findings as to the facts and its conclusion that said respondents have violated the provisions of the Federal Trade Commission Act;

It is ordered, That the respondents, Detroit Soda Products Company, a corporation, and Aarons, Sill & Caron, Inc., a corporation, their officers, representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale, or distribution of a baking soda (bicarbonate of soda) designated "Crystal Brand Baking Soda", or any other preparation of substantially similar composition, or possessing substantially similar properties, whether sold under the same name or any other name, do forthwith cease and desist from, directly or indirectly:

1. Disseminating, or causing to be disseminated, any advertisement by means of the United States mails or by any means in commerce, as "commerce" is defined in the Federal Trade Commission Act, which advertisement represents directly or by implication:

(a) That "Crystal Brand Baking Soda", when used as a dentifrice, will freshen the breath, other than in cases where bad breath arises from the accumulation of food, debris and other material on or between the teeth, and which is removable by use of said product and a toothbrush;

(b) That said product, when used as a dentifrice, will keep gums healthy;

(c) That said product, when used as a dentifrice, will remove teeth stains other than that it will act to some extent as a cleansing and polishing agent if a sufficient quantity is used;

(d) That said product, when used as a dentifrice, will restore dentine's natural brilliance;

(e) That said product is a remedy or constitutes an effective treatment for indigestion other than temporary relief in cases of stomach distress, caused by hyperacidity;

(f) That said product is a remedy or constitutes a competent or effective treatment for colds or coughs.

2. Disseminating, or causing to be disseminated, any advertisement by any means for the purpose of inducing, or which is likely to induce, directly or indirectly, the purchase in commerce, as "commerce" is defined in the Federal Trade Commission Act, of said product, which advertisement contains any representation prohibited in Paragraph 1 hereof.

It is further ordered, That the respondent Detroit Soda Products Company, a corporation, its officers, representatives, agents, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution of a baking soda (bicarbonate of soda) designated "Crystal Brand Baking Soda", or any other preparation of substantially similar composition or possessing substantially similar properties, whether sold under the same name or under any other name, do forthwith cease and desist from directly or indirectly:

1. Disseminating, or causing to be disseminated, any advertisement by means of the United States mails, or by any means in commerce, as "commerce" is defined in the Federal Trade Commission Act, which advertisement represents directly or by implication:

(a) That Crystal Brand Baking Soda contains properties which are indispensable for making food easy to digest;

(b) That said product relieves inflammation or gives a soothing effect to the membrane of the mouth;

(c) That said product is a remedy and constitutes a competent and effective treatment for dyspepsia;

(d) That said product is a remedy and constitutes a competent and effective treatment for ivy poisoning, other than that a solution of said product will have some slight tendency to relieve itching caused by poison ivy;

(e) That said product is a remedy and constitutes a competent and effective treatment for lumbago, or that the addition of said product to a hot bath will exert beneficial effect in cases of lumbago;

(f) That said product is a remedy and constitutes a competent and effective treatment for scalds or burns, other than that a paste of said product and water is suitable for application to minor scalds and minor burns;

(g) That said product constitutes a competent and effective treatment for toothache;

(h) That said product is a remedy and constitutes a competent and effective treatment for eczema, other than that a solution of said product is suitable as a cleansing agent for use in removing dried exudates, such as those formed in cases of seborrheic eczema;

(i) That said product is a remedy or constitutes a competent and effective treatment for acidity;

(j) That said product is a remedy or constitutes a competent and effective treatment for rheumatism;

(k) That said product possesses tonic properties or acts as a general tonic to the system;

(l) That said product used in solution as an enema is a remedy and constitutes a competent and effective treatment for colic in babies;

(m) That said product is a remedy or constitutes a competent and effective treatment for grippe or influenza, will prevent colds, or will be effective in killing the germs or other organisms which cause colds, grippe and influenza.

2. Disseminating, or causing to be disseminated, any advertisement by any means for the purpose of inducing, or which is likely to induce, directly or indirectly, the purchase in commerce, as "commerce" is defined in the Federal Trade Commission Act, of said product, which advertisement contains any representation prohibited in paragraph 1 hereof.

It is further ordered, That the respondents shall, within sixty days after service upon them of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which they have complied with this order.

By the Commission.

[SEAL] A. N. ROSS,
Acting Secretary.

[F. R. Doc. 44-10879; Filed, July 21, 1944; 10:31 a. m.]

TITLE 19—CUSTOMS DUTIES

Chapter I—Bureau of Customs

[T. D. 51096]

PART 8—LIABILITY FOR DUTIES, ENTRY OF IMPORTED MERCHANDISE

INVOICES COVERING SCREENINGS OR SCALPINGS OF GRAINS OR SEEDS

Additional information required on invoices covering commodities described as screenings or scalpings of grains or seeds and § 8.13 (j), Customs Regulations of 1943, amended.

In addition to all other information required by law or regulations, customs invoices for commodities described as screenings or scalpings of grains or seeds shall contain the following information:

1. Whether the commodity is the product of a screening process.

2. If so, whether any cultivated grains have been added to such commodity.

3. If any such grains have been added, the kinds and percentage of each.

This requirement shall be effective as to invoices certified after 30 days after publication of this document in the weekly Treasury Decisions. (Sec. 481 (a) (10), 46 Stat. 719; 19 U.S.C. 1481 (a) (10))

Section 8.13 (j), Customs Regulations of 1943 (19 CFR 8.13 (j)), is hereby amended by adding the following to the list of merchandise in connection with which additional information is required to be furnished on invoices and by placing opposite such addition the number and date of this Treasury decision:

Screenings or scalpings of grains or seeds.

[SEAL] W. R. JOHNSON,
Commissioner of Customs.

Approved: July 19, 1944.

HERBERT E. GASTON,
Acting Secretary of the Treasury.

[F. R. Doc. 44-10864; Filed, July 20, 1944; 4:39 p. m.]

[T. D. 51097]

PART 6—AIR COMMERCE REGULATIONS

REDESIGNATION OF FORT YUKON AIRFIELD, ALASKA, AS AIRPORT OF ENTRY

JULY 17, 1944.

The Fort Yukon Airfield, Fort Yukon, Alaska, is hereby redesignated as an airport of entry for civil aircraft and merchandise carried thereon arriving from places outside the United States, as defined in section 9 (b) of the Air Commerce Act of 1926 (U.S.C. Title 49, sec. 179 (b)), for a period of one year from July 6, 1944.

The list of temporary airports of entry in § 6.13, Customs Regulations of 1943 (19 CFR, Cum. Supp., 6.13), is hereby amended by changing the date of designation opposite the name of this airport to "July 6, 1944."

(Sec. 7 (b), 44 Stat. 572; 49 U.S.C. 177 (b))

[SEAL] HERBERT E. GASTON,
Acting Secretary of the Treasury.

[F. R. Doc. 44-10883; Filed, July 21, 1944; 10:51 a. m.]

[T. D. 51098]

PART 24—CUSTOMS FINANCIAL AND ACCOUNTING PROCEDURE

AUTHORITY TO INCUR EXPENSES

Limitation for purchase of articles or services without obtaining authorization and without soliciting competitive bids, increased from $50 to $100 during the fiscal year 1945.

Section 204 of Public 358, 78th Congress provides:

Section 3709, Revised Statutes (41 U. S. C. 5), shall not apply to any purchase by or service rendered to any executive department or independent establishment during the fiscal year 1945 when the aggregate amount involved does not exceed $100, but this section shall not be construed as affecting any provision of law authorizing purchases or services without regard to said section 3709 in amounts greater than $100.

In view of the above provision of law, the limitation of $50 on the amount of expenses which may be incurred without the prior authorization of the Bureau, as set forth in paragraphs (b) (2) and (3), (d) (2), and (f) of § 24.31, Customs Regulations of 1943 (19 CFR, Cum. Supp., 24.31 (b) (2) and (3), (d) (2), and (f), is hereby suspended as to purchases made or services rendered during the fiscal year 1945 and a limitation of $100 is substituted in lieu therefor during said fiscal year.

(R.S. 161, 251, sec. 624, 46 Stat. 759, R.S. 3709, 54 Stat. 1109; 5 U.S.C. 22, 19 U.S.C. 66, 1624; 41 U.S.C. 5, 6; sec. 204, Public No. 358, 78th Cong.)

[SEAL] W. R. JOHNSON,
Commissioner of Customs.

Approved: July 19, 1944.

HERBERT E. GASTON,
Acting Secretary of the Treasury.

[F. R. Doc. 44-10884; Filed, July 21, 1944; 10:51 a. m.]

TITLE 30—MINERAL RESOURCES

Chapter VI—Solid Fuels Administration for War

[SFAW Rev. Reg. 21]

PART 602—GENERAL ORDERS AND DIRECTIVES

DELIVERIES OF BITUMINOUS COAL AND WESTERN COKE

The fulfillment of requirements for the defense of the United States will result in a shortage in the supply of bituminous coal and western coke for defense, for private account and for export; and the following regulation is deemed necessary and appropriate in the public interest and to promote the national defense:

Sec.
602.410 What this regulation does.
602.411 Definitions.
602.412 Restrictions upon the delivery or receipt of bituminous coal, packaged fuel, briquettes and western coke for domestic heating of water or domestic cooking or space heating purposes.
602.413 Restrictions upon retail dealer deliveries of bituminous coal for industrial use or the production of power or for space heating which is incidental thereto.
602.414 The responsibility of retail dealers distributing bituminous coal, packaged fuel, briquettes, or western coke under this regulation must be faithfully discharged.
602.415 Consumer declarations.
602.416 Limitations upon applicability of this regulation.
602.417 How consumers who need solid fuel may obtain assistance.
602.418 Records.
602.419 Audit and inspection.
602.420 Violations.
602.421 Damages for breach of contract.
602.422 Application for modification and exception.
602.423 Official interpretations.
602.424 Regulation No. 21 is superseded.
602.425 Effective date.

AUTHORITY: §§ 602.410 to 602.425, inclusive, issued under E.O. 9332, 8 F.R. 5355; E.O. 9125, 7 F.R. 2719; WPB Directive 33, as amended, 9 F.R. 64; sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176.

§ 602.410 *What this regulation does.* (a) This regulation applies to deliveries by retail dealers and receipts by consumers of bituminous coal, packaged fuel and briquettes in the following areas:

The District of Columbia and the States of Virginia, West Virginia, North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Louisiana, Tennessee, Kentucky, Ohio, Indiana, Illinois, Michigan, Wisconsin, Minnesota, North Dakota, South Dakota, Iowa, Missouri, Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island, New York, Pennsylvania, New Jersey, Delaware and Maryland.

This regulation also applies to deliveries by retail dealers and receipts by consumers of western coke. (In addition, the limitations placed by § 602.412 of this regulation, are made applicable, in certain instances, by reason of paragraphs (b) and (e) of § 602.512 of SFAW Regulation No. 23, to "industrial consumers," as defined in § 602.501 (j) of that regulation.)

(b) This regulation prohibits a retail dealer from delivering, and a consumer from receiving, during this coal year (April 1, 1944–March 31, 1945) solid fuels in amounts which, when added to what the consumer had in his bin on April 1, 1944, exceed the consumer's annual requirements. This regulation also prohibits a retail dealer from delivering and a consumer from receiving, this coal year, the scarcer kinds of solid fuels (see § 602.411 (g) of this regulation) in amounts which, when added to what the consumer had in his bin on April 1, 1944, exceed 90 percent of the consumer's annual requirements.

(c) Present production estimates indicate that retail dealers in certain consuming areas in the Middle West, such as the States of Illinois, Missouri and Iowa, will receive less than 90 percent of the amount of coal which they obtained last year from District 8 and substantially less than 90 percent of the amount of coal which they obtained last year from District 7. In these areas the alternative solid fuels (see § 602.411 (h) of this regulation) are or will be generally available. Accordingly, a prudent retail dealer in these areas will arrange to purchase sufficient amounts of alternative solid fuels to take care of the full annual requirements of his customers, and a prudent consumer in these areas will put into his bin immediately a sufficient amount of the alternative solid

fuels in order that he may go through the winter with an adequate tonnage of solid fuels on hand.

§ 602.411 *Definitions.* (a) "Person" means any individual, partnership, association, business trust, corporation, governmental corporation or agency, or organized group of persons.

(b) "Coal" means bituminous and sub-bituminous coal.

(c) "Solid fuels" include any form of anthracite, semi-anthracite, bituminous and sub-bituminous coals or coke (including packaged and processed fuels such as briquettes). Lignitic coals produced in the States of North Dakota and South Dakota are not included in this definition of solid fuels because they are not subject to any restriction under this regulation.

(d) "Coke" means coke which is produced from bituminous coal.

(e) "Western coke" means coke delivered by retail dealers to consumers in the States of West Virginia, North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Louisiana, Tennessee, Kentucky, Ohio, Indiana, Illinois, Michigan, Wisconsin, Minnesota, North Dakota, South Dakota, Iowa, Missouri, and that part of the State of Pennsylvania west of a straight line drawn from the southern to the northern boundary of Pennsylvania through the western boundary of Gettysburg, in Adams County, and Lock Haven, in Clinton County.

(f) "Eastern coke" means coke delivered by retail dealers to consumers in the District of Columbia and the States of Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island, New York, New Jersey, Delaware, Maryland, Virginia, and that part of Pennsylvania east of a straight line drawn from the southern to the northern boundary of Pennsylvania through the western boundary of Gettysburg, in Adams County, and Lock Haven in Clinton County.

(g) "Scarcer kinds of solid fuels" means (1) all sizes of bituminous coal, except slack, produced in District 7 or District 8, (2) packaged fuel or briquettes containing any bituminous coal produced in District 7 or District 8 and (3) western coke except reclaimed coke and run-of-oven beehive coke. (For purposes of this paragraph, resultant coal 1½" x 0 and smaller produced in District 7, and resultant coal 2½" x 0 and smaller produced in District 8, shall be considered slack.)

(h) "Alternative solid fuels" means any bituminous coal that is produced in districts other than District 7 or District 8, and slack (as defined in paragraph (g) of this section) produced in District 7 or District 8. It also means any packaged fuel or briquettes that contain coal other than District 7 or District 8 coal. It also means any reclaimed coke or run-of-oven beehive coke.

(i) "Retail dealer" means any person (including the retail outlet, branch or department of one who is also a producer, wholesaler or dock operator) to the extent that he sells, delivers, or disposes of solid fuels in a transaction involving the disposal of solid fuels physically handled in a truck, wagon or other less-than-carload facility, without regard to quantity or frequency of delivery.

(j) "Equipped retail dealer" means any retail dealer who has both storage facilities and truck scales.

(k) "Unequipped retail dealer" means any retail dealer except an equipped retail dealer.

(l) "Consumer" means any person who consumes less than 10,000 tons of bituminous coal, packaged fuel, briquettes or coke per year at a plant or premises and who receives these solid fuels from a retail dealer.

(m) "Annual requirements" means the number of tons of solid fuels burned at the plant or premises of a consumer during the period April 1, 1943 to March 31, 1944, inclusive, or, in the event solid fuels were not burned as the principal fuel at the plant or premises during that period, the number of tons of solid fuels which were burned in other premises similar thereto in the same locality during the same period.

(n) "Consumer's inventory" means the number of tons of solid fuels in storage at the consumer's premises, or under the consumer's control, on April 1, 1944.

(o) "SFAW" means Solid Fuels Administration for War.

§ 602.412 *Restrictions upon the delivery or receipt of bituminous coal, packaged fuel, briquettes and western coke for domestic heating of water or domestic cooking or space heating purposes.* (a) If you are a retail dealer delivering bituminous coal, packaged fuel, briquettes or western coke to a consumer who uses during a year more than 40 per cent of such solid fuels at a plant or premises for domestic heating of water, domestic cooking, or space heating, the amount of such solid fuels that you may deliver to the consumer for such purposes, and the amount of solid fuels the consumer may receive for such purposes, is limited by this section.

NOTE: By reason of paragraphs (b) and (e) of § 602.512 of SFAW Regulation No. 23, the amount of bituminous coal that industrial consumers may receive this coal year is limited by this section, if the coal is purchased for space heating at a plant or premises, domestic heating of water or domestic cooking. Under Regulation No. 23, no producer, wholesaler or retail dealer may deliver to an industrial consumer this coal year amounts of bituminous coal in excess of the amounts the industrial consumer may receive under this section.

(b) During the period April 1, 1944 to March 31, 1945, inclusive, no equipped or unequipped retail dealer may deliver, and no consumer may receive from all sources combined, the scarcer kinds of solid fuels (all sizes of bituminous coal, except slack, produced in District 7 or District 8, packaged fuel or briquettes containing any bituminous coal produced in District 7 or District 8, or western coke except reclaimed coke and run-of-oven beehive coke) in an amount which, when added to (1) the consumer's inventory of such solid fuels as of April 1, 1944, and (2) the tonnage of such solid fuels received by the consumer after April 1, 1944, exceeds 90 per cent of the consumer's annual requirements for solid fuels.

(c) Alternative solid fuels will be available in some places within the areas referred to in § 602.410 (a) of this regulation. When the alternative solid fuels and the scarcer kinds of solid fuels are delivered and received either together or separately, the retail dealer may not deliver and the consumer may not receive the scarcer kinds of solid fuels in amounts in excess of those permitted by paragraph (b) of this section. Moreover, during the period April 1, 1944 to March 31, 1945, inclusive, no equipped or unequipped retail dealer may deliver, and no consumer may receive from all sources combined, any bituminous coal, packaged fuel, briquettes or western coke, or any or all of them in combination—regardless of whether they are the alternative or scarcer kinds of solid fuels—in an amount which, when added to (1) the consumer's inventory of solid fuels as of April 1, 1944 and (2) the tonnage of solid fuels received by the consumer after April 1, 1944, exceeds 100 per cent of the consumer's annual requirements for solid fuels.

(d) In determining the annual requirements of a consumer, when the consumer burned a certain number of tons of a scarcer kind of solid fuel during the 1943–1944 coal year and is purchasing some alternative solid fuel instead this coal year, the number of tons burned during the 1943–1944 coal year may be increased to reflect the difference, if any, in heat value between the scarcer solid fuel and the alternative solid fuel. For example, assume that a consumer burned ten tons of Pocahontas smokeless coal during the 1943–1944 coal year. The consumer may be able to obtain only five tons of Pocahontas smokeless coal during this 1944–1945 coal year. The consumer may receive an additional six tons of an alternative fuel, or eleven tons of solid fuels altogether during the 1944–1945 coal year, if six tons of the alternative solid fuel are needed to produce the heat produced by five tons of the Pocahontas smokeless coal.

(e) During the period April 1, 1944–March 31, 1945, inclusive, some consumers may want to use some of the solid fuels to which this regulation applies together with, or in addition to, other solid fuels (anthracite and eastern coke) to which SFAW Regulation No. 17 applies. In no event may a retail dealer deliver or a consumer receive from all sources combined during the period April 1, 1944–March 31, 1945, inclusive, an amount of solid fuels exceeding the consumer's annual requirements; and no retail dealer may deliver to a consumer, and no consumer may receive from all sources combined, tonnages of different solid fuels which in the aggregate exceed the amounts permitted to be delivered and received by this regulation and by SFAW Regulation No. 17, as indicated by the following illustrative table:

Solid fuels to be delivered or received	Maximum percentage of consumer's annual requirements which may be delivered or received to Oct. 1, 1944 (appropriate deduction to be made for consumer's Apr. 1, 1944 inventory)	Maximum percentage of consumer's annual requirements which may be delivered or received to Mar. 31, 1945 (appropriate deduction to be made for consumer's Apr. 1, 1944 inventory)
(1) Any of the scarcer kinds of solid fuels (see Section 602.411 (g) of this regulation) and (2) anthracite.	90 percent (not more than 50 percent may be anthracite).	90 percent (not more than 87.5 percent may be anthracite).
(1) Any of the scarcer kinds of solid fuels (excluding western coke) and (2) anthracite or eastern coke or both.	90 percent (not more than 50 percent may be anthracite or eastern coke or both).	90 percent (not more than 87.5 percent may be anthracite or eastern coke or both).
(1) Any of the alternative solid fuels, (2) any of the scarcer kinds of solid fuels and (3) anthracite.	100 percent (not more than 90 percent may be the scarcer kinds of solid fuels; not more than 50 percent may be anthracite).	100 percent (not more than 90 percent may be the scarcer kinds of solid fuels; not more than 87.5 percent may be anthracite).
(1) Any of the alternative solid fuels, (2) any of the scarcer kinds of solid fuels (excluding western coke) and (3) anthracite or eastern coke or both.	100 percent (not more than 90 percent may be the scarcer kinds of solid fuels; not more than 50 percent may be anthracite or eastern coke or both).	100 percent (not more than 90 percent may be the scarcer kinds of solid fuels; not more than 87.5 percent may be anthracite or eastern coke or both).

(f) In applying the percentage of permissible shipments under provisions of this section, the retail dealer may, in respect to one-half ton or a larger fraction, deliver, and the consumer may receive, a full ton; and conversely, in applying the percentage of permissible shipments under provisions of this section, the retail dealer may disregard a fraction of less than one-half ton. For example, if application of the percentage of permissible shipments indicates that two and one-half tons may be delivered, the dealer may deliver three tons; if the application of the percentage of permissible shipments indicates that two and one-third tons may be delivered, the dealer may disregard the one-third ton and deliver two tons.

(g) A retail dealer may deliver to a consumer and a consumer may receive, one load or three tons, whichever is less, of bituminous coal, packaged fuel, briquettes or western coke, if it is necessary to do so in order to assure maximum effective utilization of transportation facilities available to the retail dealer: *Provided, however,* That the tonnage to be delivered shall not, when added to (1) the consumer's inventory of solid fuels as of April 1, 1944, and (2) the tonnage of solid fuels received by the consumer after April 1, 1944, exceed the consumer's annual requirements for solid fuels.

(h) No equipped or unequipped retail dealer shall discriminate in the delivery of bituminous coal, packaged fuel, briquettes or western coke as between or among consumers who are equally entitled to receive such solid fuels under this section: *Provided, however,* That retail dealers shall accord first preference in the delivery of such solid fuels to consumers who have less than a five days' supply of usable solid fuel on hand.

(i) Nothing in this section shall be deemed to require any retail dealer to deliver the scarcer kinds of solid fuels to a consumer whose burning equipment permits the use of alternative solid fuels: *Provided,* That the retail dealer is ready, willing and able to supply such consumer with such other alternative solid fuels.

§ 602.413 *Restrictions upon retail dealer deliveries of bituminous coal for industrial use or the production of power or for space heating which is incidental thereto.* No equipped or unequipped retail dealer in any area referred to in § 602.410 (a) of this regulation may deliver, and no consumer using less than 10,000 tons of bituminous coal per year at a plant or premises may acquire from all retail dealer sources combined, during the period August 1, 1944 to March 31, 1945, inclusive, bituminous coal for (a) use in an industrial process or (b) the production of power or (c) space heating at a plant or premises at which the annual tonnage of solid fuels consumed for space heating does not exceed 40 per cent of the total annual tonnage of solid fuels consumed at the plant or premises, in an amount which, when added to the solid fuels in the possession or under the control of such consumer, exceeds the consumption requirements of such consumer for any such use for a period of 90 days from the date of delivery.

NOTE: "Industrial process" or "production of power" includes without limitation any manufacturing or commercial processing, the generation of electrical energy for resale or otherwise, and the ordinary operations of a commercial bakery or laundry. Industrial process or the production of power does not include the ordinary operations of the following, among others: apartment houses, hotels (exclusive of functions as restaurant), schools and office buildings.

§ 602.414 *The responsibility of retail dealers distributing bituminous coal, packaged fuel, briquettes, or western coke under this regulation must be faithfully discharged.* (a) Each equipped or unequipped retail dealer who has or receives any bituminous coal, packaged fuel, briquettes or western coke has the responsibility for distributing such solid fuels equitably in strict accordance with the provisions of this regulation. It is the responsibility of the retail dealers of solid fuels to see to it that all consumers get a fair share of the total amount of solid fuels available for domestic use in accordance with the provisions of this regulation. It is the responsibility of the retail dealer to make a judgment as to the annual requirements of a consumer. In making this judgment the retail dealer should take into consideration the consumer's statement as to annual requirements, his records concerning purchases by the consumer during previous years, the number of rooms to be heated at the premises of the consumer and other facts readily available to him. It is the responsibility of the retail dealer not to undertake to deliver, in the aggregate, to the consumers he serves a tonnage of the scarcer kinds of solid fuels which exceeds the tonnage of such fuels he reasonably expects to receive in view of applicable SFAW regulations, orders and directions and such advice as he may receive from his sources of supply. Any dealer who does not discharge his responsibility faithfully may be precluded in whole or in part by SFAW from receiving bituminous coal and other solid fuels from his suppliers and he will obtain no assistance from SFAW in respect to his solid fuel supply.

(b) No equipped or unequipped retail dealer may deliver to a consumer the scarcer kinds of solid fuels if the consumer has inflated, duplicated or pyramided his orders for solid fuels.

§ 602.415 *Consumer declarations.* (a) Unlike SFAW Regulation No. 17 (which regulates retail dealer deliveries of anthracite and eastern coke), this regulation does not now require the filing of consumer declarations by consumers of bituminous coal, western coke, packaged fuel or briquettes.

(b) However, SFAW may, after considering such recommendation as may be made, prior to SFAW action, by any SFAW Area Advisory Committee on Local Distribution or SFAW Community Committee on Emergency Distribution, require the filing with retail dealers of consumer declarations by consumers in certain areas before bituminous coal, packaged fuel, briquettes or western coke may be delivered or received.

§ 602.416 *Limitations upon applicability of this regulation.* This regulation does not apply to deliveries of bituminous coal, briquettes, packaged fuel and western coke to, or to the acquisition of such solid fuels by:

(a) The War Department, the Navy Department (including the Marine Corps and Coast Guard), Veterans' Administration, Maritime Commission or War Shipping Administration;

(b) Any person, including a governmental agency, who acquires such solid fuels for export to and use in any foreign country;

(c) Commercial fishing vessels or water-borne vessels engaged in the commercial transportation of cargo or passengers;

(d) Such mine employees of producers of bituminous coal as are engaged in mining operations or functions directly connected therewith in the vicinity of the mining operations;

(e) Except as provided in § 602.413, any consumer to the extent that he acquires such solid fuels for use in an industrial process or for the production of power or for space heating at a plant or premises at which the annual tonnage of solid fuels consumed for space heating does not exceed 40 per cent of the total annual tonnage of solid fuels consumed at the plant or premises; or

(f) Any consumer to the extent that he acquires such solid fuels for use in the ordinary operations of a hospital or for the cooking or the heating of water necessary to the ordinary operation of a commercial restaurant.

§ 602.417 *How consumers who need solid fuel may obtain assistance.* (a) A consumer who has received less solid fuels than is permitted under § 602.412 of this regulation, and who (1) has less than five days' supply of solid fuels on hand, (2) is unable to obtain a supply of solid fuels either from his retail dealer or other retail dealers, and (3) is willing to accept any solid fuel which may reasonably be used in his burning equipment, may obtain assistance from one of the following:

(1) The nearest local representative of any State Fuel Administration functioning under a plan of cooperation proposed by the Governor of the State and approved by SFAW;

(2) The nearest SFAW Area Advisory Committee on Local Distribution appointed pursuant to SFAW Order No. 12 (9 F.R. 2206);

(3) The nearest SFAW Community Committee on Emergency Distribution appointed pursuant to SFAW Order No. 12; or

(4) The nearest regional or field office of SFAW.

(b) A consumer also may advise with any of the representatives, committees or officer, referred to in paragraph (a) of this section, in regard to any complaint as to the operation of this regulation.

§ 602.418 *Records.* Each retail dealer shall keep and preserve for a period of not less than two years accurate and complete records of the details of any transaction to which any portion of this regulation applies.

§ 602.419 *Audit and inspection.* All records required to be kept by this regulation shall, upon request, be submitted for inspection, copy and audit by duly authorized representatives of SFAW.

§ 602.420 *Violations.* Any person who wilfully violates any provision of this regulation or who by any act or omission wilfully falsifies records kept or information furnished in connection with this regulation is guilty of a crime and upon conviction may be punished by fine or imprisonment, or both; and any person who violates any provision of this regulation may also be prohibited by administrative suspension order from delivering or receiving any material, including solid fuels, under priority control, and may be deprived of priorities assistance.

§ 602.421 *Damages for breach of contract.* No person shall be held liable for damages or penalties under any contract for any default which shall result directly or indirectly from compliance with this regulation.

§ 602.422 *Application for modification and exception.* Any application by a retail dealer for modification of or exception from any provision of this regulation shall be filed in triplicate with the appropriate regional office of SFAW for the area in which the dealer is engaged in business. The application shall set forth in detail the provisions sought to be modified or from which an exception is sought, and the reasons and data in support of the request for modification or exception. The Regional Representative, Area Distribution Manager, or other person in charge of the regional office of SFAW shall, after considering the recommendation of the SFAW Area Advisory Committee on Local Distribution (or, in appropriate cases, the recommendations of the Regional Anthracite Distribution Committee acting as an Area Advisory Committee under SFAW Order No. 12), send such application and his recommendation thereon, to the Solid Fuels Administration for War, Washington 25, D. C. for appropriate action.

Any other person subject to or affected by this regulation should address requests for relief in respect to any provision of this regulation to the nearest office of SFAW.

§ 602.423 *Official interpretations.* No interpretation of this regulation is authorized or official unless it is in writing and signed by the Administrator, the Deputy Administrator or the General Counsel of SFAW. Inquiries and communications with reference to the meaning and application of this regulation may be addressed to the Solid Fuels Administration for War, Washington 25, D. C., or to the appropriate Area Distribution Manager of SFAW.

§ 602.424 *Regulation No. 21 is superseded.* SFAW Regulation No. 21, which was issued on March 31, 1944, is hereby superseded: *Provided, however,* That civil or criminal liabilities resulting from violation of that regulation shall not be affected by this section: *And provided, further,* That nothing in this regulation shall be deemed to revoke or modify any local adjustment which was issued pursuant to SFAW Regulation No. 21.

§ 602.425 *Effective date.* This regulation shall become effective at 12:01 a. m., August 1, 1944.

Issued this 19th day of July 1944.

ABE FORTAS,
Acting Solid Fuels Administrator for War.

[F. R. Doc. 44-10871; Filed, July 21, 1944; 9:53 a. m.]

TITLE 32—NATIONAL DEFENSE

Chapter IX—War Production Board

Subchapter B—Executive Vice-Chairman

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 1010—SUSPENSION ORDERS

[Suspension Order S-587]

DUBIN & COMPANY, INC.

Dubin & Company, Inc., 182 Ann Street, Hartford, Connecticut, is a corporation engaged chiefly in the selling and servicing of oil burning heating equipment. On October 19 and November 17, 1943, it sold and delivered oil burners which were not on approved orders or otherwise authorized, in violation of General Limitation Order L-74. The responsible officers of Dubin & Company, Inc., were aware of General Limitation Order L-74 and its actions constituted wilful violations of the order. On or about November 26, 1943, a responsible officer of Dubin & Company, Inc., wilfully furnished false and misleading information to the War Production Board.

These violations of General Limitation Order L-74 have diverted critical materials to uses not authorized by the War Production Board. In view of the foregoing, it is hereby ordered, that:

§ 1010.587 *Suspension Order No. S-587.* (a) Dubin & Company, Inc., its successors or assigns, shall not accept delivery of any oil burner or parts thereof or fittings therefor as defined in or governed by General Limitation Order L-74, as amended from time to time, unless hereafter specifically authorized in writing by the War Production Board.

(b) The provisions of this suspension order shall not apply to material or parts to the minimum extent necessary to enable Dubin & Company, Inc., its successors or assigns, to replace or repair equipment which is worn out or damaged beyond repair.

(c) Nothing contained in this order shall be deemed to relieve Dubin & Company, Inc., its successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(d) This order shall take effect on July 20, 1944, and expire on September 30, 1944.

Issued this 13th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10862; Filed, July 20, 1944; 4:22 p. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S-583]

UNITY SERVICE CO.

Charles J. Buzak of Marblehead, Massachusetts, doing business as Unity Service Company, 5 School Street, Marblehead, sells fuel oil and oil burners, stoves, refrigerators and washing machines. Charles J. Buzak on October 28, 1943, wilfully furnished false and misleading information to the War Production Board by procuring from Henry B. Byors, and furnishing to the War Production Board, a bill of sale for new plumbing fixtures falsely antedated to February 12, 1940, whereas the new plumbing fixtures therein described were in fact sold and delivered in June, 1943, or thereafter, for installation in premises being constructed by Josephine B. Martin (Mrs. William T. Martin), in violation of Conservation Order L-41, at 160 Atlantic Avenue, Marblehead. These misstatements subjected Charles J. Buzak to administrative action under the provisions of Priorities Regulation No. 1.

In view of the foregoing, it is hereby ordered, that:

§ 1010.583 *Suspension Order No. 583.* (a) Charles J. Buzak, doing business as Unity Service Company or otherwise, his and its successors or assigns, shall not directly or indirectly order or accept delivery of any new metal plumbing or heating equipment as defined in or governed by General Limitation Order L-79 (as amended from time to time), or any oil burner as defined in or governed by General Limitation Order L-74 (as amended from time to time), any new domestic laundry equipment as defined in or governed by General Limitation Order L-6 (as amended from time to time), or any new domestic mechanical refrigerator as defined in or governed by Supplemental General Limitation Order L-5-d (as amended from time to time), including parts and fittings for each of the above described articles, unless hereafter specifically authorized in writing by the War Production Board.

(b) The provisions of this suspension order shall not apply to orders for maintenance or repair (excluding minor capital additions) as defined in CMP Regulation 5 (as amended from time to time).

(c) Nothing contained in this order shall be deemed to relieve Charles J. Buzak, doing business as Unity Service Company, or otherwise, his or its successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(d) This order shall take effect on July 20, 1944, and shall expire on November 20, 1944.

Issued this 13th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10863; Filed, July 20, 1944; 4:22 p. m.]

PART 1029—FARM MACHINERY

[Limitation Order L-257, Direction 1, as Amended July 21, 1944]

CUT-AWAY DISCS

The following amended direction is issued pursuant to Limitation Order L-257:

(a) Until further notice, no disc producer may manufacture "cut-away" disc blades less than 20" diameter which he knows or has reason to believe are for disc harrows or repairs therefor, and no farm machinery producer may accept delivery of any such disc blades from a disc producer for that purpose. This restriction does not apply to any cut-away disc blades which were in the process of manufacture on April 24, 1944.

(b) If any order of a farm machinery producer for cut-away discs cannot be filled because of this direction, he may place a substitute order for an equivalent tonnage (or less) of standard discs without losing his place on the disc producer's schedule.

(c) As used in this direction, "disc producer" means any person who makes agricultural disc or coulter blades from primary forms or shapes of steel, such as billets or sheets.

Issued this 21st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10897; Filed, July 21, 1944; 11:22 a. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 5, Amdt. 1]

Add the following items in the schedules to the regulation under the general heading: "Conduct of the Following Businesses or Activities":

I—Air services operating exclusively for crop dusting, seeding and spraying.

I—Civil Air Patrol, "A" category: Operation of airplanes exclusively for tow target and tracting units and bomber-search activities.

Issued this 21st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10892; Filed, July 21, 1944; 11:23 a. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 5A, Amdt. 1]

(1) Add the following items to Schedule I of the regulation:

Air Patrol, survey and fire protection services operated by the Forest Service.

Air services operated by or for police and law-enforcement agencies; Bureau of Entomology and Plant Quarantine.

(2) Add the following item to Schedule II:

Air services operated by or for governmental agencies, except as otherwise rated.

Issued this 21st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10893; Filed, July 21, 1944; 11:23 a. m.]

PART 3207—INDUSTRIAL TYPE INSTRUMENTS, CONTROL VALVES AND REGULATORS: SIMPLIFICATION

[Limitation Order L-272, Direction 1 to Schedule IV]

INDICATING DIAL PRESSURE GAUGES—SPECIAL RANGES FOR NAVY COMPOUND PRESSURE GAUGES

The following direction is issued pursuant to Schedule IV of Limitation Order L-272:

Pursuant to paragraph (b) (1) (iv) of Schedule IV to Limitation Order L-272, producers of gauges are authorized to manufacture and supply compound pressure gauges in the following pressure ranges when required by Navy Specifications: 30 in.-400 lb.; 30 in.-600 lb.; 30 in.-800 lb.; and 30 in.-1,000 lb.

Issued this 21st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10898; Filed, July 21, 1944; 11:22 a. m.]

PART 3208—SCHEDULED PRODUCTS

[General Scheduling Order M-293, Direction 2 as Amended July 21, 1944]

EFFECT OF CHANGES IN FORMS FOR REPORTING ORDERS

The following amended direction is issued pursuant to General Scheduling Order M-293:

Old orders which have been previously reported to the War Production Board on the form required by the appropriate table of M-293 at the time the report was filed need not be included on a new form specified for the product by an amendment to the table. The manufacturer may report old orders on the form he used before but must report all new orders on the form shown in the appropriate table.

Issued this 21st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10900; Filed, July 21, 1944; 11:22 a. m.]

PART 3281—PULP AND PAPER

[General Conservation Order M-380]

MOISTURE VAPORPROOF BARRIERS

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of moisture vapor barrier material for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3281.96 *General Conservation Order M-380—(a) Definitions.* For the purposes of this order:

(1) "Moisture vapor barrier material" means any laminated or coated material composed of the following:

Paper laminated to metallic foil, with or without a textile backing, the foil being coated with or laminated to a heat sealing medium approved for Method II packaging, which laminated or coated material has a maximum moisture vapor transmission rate of 0.25 or less grams per 100 sq. inches in 24 hours when tested at a vapor pressure differential of 42 mm. of mercury at 100° F. The term "moisture vapor barrier material" includes but is not limited to the following commercial barriers:

Reynoldsflex A50 and A51 produced by Reynolds Metals Company.

Shellflex 770 and 903 produced by Shellmar Products Company.

Valley 2A and 4 produced by Valley Industries Company.

(2) "Method II packaging (dehydration)", means packaging complying with any of the following Army-Navy general specifications for packaging and packing: U. S. Army Specifications #100–14A, U. S. Navy Specification #39P16a, U. S. Army Air Corps Specification #An–P–13, and A. S. F. Manual M–406 "Corrosion Prevention Processing and Packing."

(3) "Manufacturer" means any person who produces any moisture vapor barrier material.

(4) "Converter" means any fabricator of any moisture vapor barrier bags or processed sheets from moisture vapor barrier material.

(5) "Moisture vapor barrier bag" means a prefabricated container made by sealing the moisture vapor barrier material together with heat or other approved methods. The finished bag must comply with specifications mentioned in paragraph (a) (2) above.

(6) "Processed sheet" means any sheet fabricated from one or more widths of moisture vapor barrier material, with or without gaskets or reinforcements.

(b) *Restrictions on delivery and use of moisture vapor barrier material.* (1) No manufacturer shall deliver any moisture vapor barrier material except to converters or to the Army or Navy of the United States; and no person, except converters and the Army or Navy of the United States, shall accept delivery of or use moisture vapor barrier material in roll or unprocessed sheet form.

(2) No converter shall deliver any moisture vapor barrier material in any form other than bags or processed sheets, unless the delivery is made to the Army or Navy of the United States; and no converter shall deliver any moisture vapor barrier bags or processed sheets if he knows or has reason to believe that the person accepting delivery will use them for a purpose not permitted by paragraph (b) (3)

(3) No person shall use any moisture vapor barrier material, moisture vapor barrier bags or processed sheets except for packaging products which have been ordered by or for the account of the Army or Navy of the United States, and these bags or processed sheets may be used only when the applicable specifications require Method II packaging (dehydration).

(c) *Inventory restrictions.* No person shall accept delivery of moisture vapor barrier materials in roll or unprocessed sheet form or moisture vapor barrier bags or processed sheets if the amount accepted, together with his inventory of such material then on hand, shall exceed a 30-day supply, having regard to his orders on hand and his current method and rate of operation.

No person shall deliver moisture vapor barrier materials in roll or unprocessed sheet form or moisture vapor barrier bags or processed sheets if he knows or has reason to believe that the person accepting delivery will have, on acceptance, an amount of moisture vapor barrier materials or moisture vapor barrier bags or processed sheets in excess of a 30-day supply.

(d) *Appeals.* Any appeal from the provisions of this order shall be made in duplicate, referring to the particular provision appealed from and stating fully the grounds of the appeal, with the War Production Board, Paper Division, Washington 25, D. C., Ref: M–380.

(e) *Violations.* Any person who wilfully violates any provisions of this order or who, in connection with this order, conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(f) *Communications.* All reports required to be filed hereunder, and all communications concerning this order shall, unless otherwise directed be addressed to the Paper Division, War Production Board, Washington 25, D. C., Ref: M–380.

(g) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable provisions of the regulations of the War Production Board, as amended from time to time.

Issued this 21st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10902; Filed, July 21, 1944; 11:23 a. m.]

PART 3286—MISCELLANEOUS MINERALS

[Conservation Order M–49 as Amended July 21, 1944]

IRIDIUM

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of iridium for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

Section 3286.1 *Conservation Order M–49* is amended to read as follows:

§ 3286.1 *Conservation Order M–49*—(a) *Definitions.* For the purpose of this order:

(1) "Iridium" means and includes the element iridium, whether it be in commercially pure form or contained in alloys, chemical compounds, or physical mixtures, or in scrap.

(i) Any alloy containing 0.05 percent or more by weight of the element iridium is an iridium alloy.

(ii) Any chemical compound containing iridium as a recognizable component, using established chemical methods, is an iridium compound.

(iii) Any mixture, as of metal powders, containing iridium as a recognizable component is an iridium mixture.

(iv) Scrap or secondary materials containing commercially recoverable iridium are iridium scrap.

The term "iridium" does not include iridium which has been fabricated or physically incorporated into finished end products or finished parts for such end products: *Provided*, That fuse wire and electrical contacts shall not be deemed to be such end products or parts unless they have become physically attached to some other material or part other than one made entirely of platinum group metals.

(2) "Use" means to change in any way the form, shape, size, or physical or chemical characteristics of the material from those in which such material is received, but shall not be deemed to include refining, melting, alloying, and fabricating of intermediate products such as sheet and wire.

(b) *Purchases and sales.* On and after July 21, 1944, no person shall purchase or accept delivery of iridium except for use as permitted by paragraph (c) of this order, unless such person is engaged regularly in the business of buying and selling iridium. On and after July 21, 1944, no person shall sell or deliver iridium to any other person if he knows or has reason to believe that such other person will use the iridium in violation of paragraph (c) of this order.

(c) *Restrictions on use.* No person shall use iridium except for the manufacture of (1) fuse wires for detonators, (2) laboratory ware, (3) electrical contact points, (4) electrical primers, and (5) parts of instruments and devices which make use of the electrical resistivity or thermoelectric effect of platinum-iridium alloys; except for experimental or instructional work in scientific, research, or instructional laboratories; and except in binary platinum-iridium alloys employed in porcelain dental restorations when the alloys and the porcelain are baked together.

(d) *Allocations and directions.* (1) The War Production Board may from time to time issue special directions allocating the supply of iridium and directing the manner and quantities in which deliveries thereof shall be made and accepted, and the manner and quantities in which iridium may be used with reference to particular purposes or end uses.

(2) The War Production Board may from time to time issue specific directions or prohibitions with respect to the permissible kind or quantity of iridium in the manufacture or composition of any material or product, and it may also in its discretion direct the use in whole or in part of any practical substitute in lieu of iridium in the manufacture of any materials or products.

(e) *Miscellaneous provisions*—(1) *Appeal.* Any appeal from the provisions of this order shall be made by filing a letter in triplicate, referring to the particular provision appealed from and stating fully the grounds of the appeal.

(2) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable regulations of the War Production Board, as amended from time to time.

(3) *Communications to War Production Board.* All communications concerning this order, shall, unless otherwise directed, be addressed to: War Production Board, Miscellaneous Minerals Division, Washington 25, D. C.; Ref.: M–49.

(4) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

Issued this 21st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10899; Filed, July 21, 1944; 11:22 a. m.]

PART 3291—CONSUMERS GOODS[1]

[Limitation Order L–67, as Amended July 21, 1944]

LAWN MOWERS

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of iron or steel for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3291.225[1] *General Limitation Order L–67*—(a) *Definitions.* For the purposes of this order:

(1) "Lawn mower" means a machine mounted on wheels or rollers used for cutting grass or weeds by means of the shearing or cutting action of a rotating, revolving, or reciprocating blade, but excluding machines used principally for harvesting or cutting crops. The term includes sickle bar mowers having bars 4 ft. or less in length; it does not include sickle bar mowers having bars more than 4 ft. in length.

(2) "Iron and steel used" means the aggregate weight of iron or steel contained in the finished lawn mowers.

(3) "Manufacturer" means any individual, partnership, association, business trust, corporation, governmental corporation or agency, or any organized group of persons, whether incorporated or not, engaged in the production of lawn mowers.

(4) "Production" means the fabrication or processing of material for lawn mowers or the assembly of finished parts into lawn mowers.

(b) [Deleted July 21, 1944]

(c) *Prohibition of production.* No manufacturer shall process, fabricate, work on or assemble any materials for use in the production of lawn mowers, nor shall any manufacturer produce or assemble any lawn mowers, except gang mowers on direct order from and for delivery to the Army or Navy of the United States, the United States Maritime Commission, or the Armed Forces of any country, including those in the Western Hemisphere, pursuant to the Act of March 11, 1941, entitled "An Act to Promote the Defense of the United States" (Lend-Lease Act), provided that during any three months' period beginning May 1, 1944, and until further notice from the War Production Board, no manufacturer shall use in the production of gang mowers more iron and steel in the aggregate than the amount of iron and steel in the aggregate used by him in the production of gang mowers during the three months' period from April 1, 1942 through June 30, 1942, inclusive.

(d) [Deleted July 21, 1944]

(e) [Deleted July 21, 1944]

(f) [Deleted July 21, 1944]

(g) *Violations.* Any person who wilfully violates any provision of this order or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(h) [Deleted July 21, 1944]

(i) *Appeals.* Any appeal from this order should be made on Form WPB–1477 which should be filed in triplicate with the field office of the War Production Board for the district in which is located the plant to which the appeal relates.

(j) *Communications to War Production Board.* All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise directed, be addressed to: War Production Board, Washington 25, D. C. Ref.: L–67.

(k) *Applicability of other orders and regulations.* This order and all transactions affected by it are subject to all applicable regulations of the War Production Board. If any other order of the War Production Board limits the use of any material in making lawn mowers to a greater extent than this order does, the other order shall govern.

Issued this 21st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10895; Filed, July 21, 1944; 11:22 a. m.]

[1] Formerly Part 1136, § 1136.1.

PART 3293—CHEMICALS

[Conservation Order M–332, as Amended July 21, 1944]

OILS FOR PROTECTIVE COATINGS

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of oils for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense.

§ 3293.466 *Conservation Order M–332*—(a) *Definitions.* (1) "Oils" means all the raw, crude, refined, and pressed oils, whether vegetable, animal, fish, or other marine animal, excepting mineral oil and tall oil.

(2) "Linseed oil" means the oil, crushed, pressed or otherwise extracted from flaxseed, whether raw, bodied or otherwise processed. The term includes linseed oil blended with other oils, whatever the proportion of linseed oil used.

(3) "Fish oil" means the oil produced by the reduction of the whole or any part, including the offal of the sardine, pilchard, and menhaden, whether raw, bodied or otherwise processed. The term includes fish oil blended with other oils, whatever the proportion of fish oil used.

(4) "Manufacturer" means a person who uses oils in the manufacture of any other product, but does not include a painter, householder or other person who uses oils as a reducer for paint or varnish.

(5) "Processor" means any person who blends, bodies or otherwise processes linseed oil or fish oil.

(6) "Crusher" means any person who presses, expels or extracts linseed oil from flaxseed or who presses, expels or extracts fish oil from the sardine, pilchard or menhaden.

(7) "Wholesaler" means a person who buys linseed or fish oil from a crusher or processor and without further processing resells such oils to manufacturers or retailers.

(8) "Retailer" is any person who sells linseed oil or fish oil to the ultimate consumer.

(b) *Restrictions on use.* (1) On and after July 1, 1943, no manufacturer shall use in the production of any of the following products more pounds of oils per gallon of such product than the following:

	Pounds
Class #1—Flats including interior emulsion paints	1.2
Class #2—Semi-gloss paints	1.75
Class #3—Interior gloss paints (except gloss mill-whites) interior enamels, combination interior-exterior floor enamels, combination interior-exterior household enamels, machinery enamels, and interior aluminum paints	3.0
Class #4—Gloss mill-whites for industrial maintenance	3.5
Class #5—Wall primers and undercoaters	2.0
Class #6—Interior varnishes, including clear floor sealers, and combination interior-exterior varnishes	2.8

	Pounds
Class #7—Exterior paints including aluminum paints (except black and graphite paints)	3.75
Class #8—Structural steel finishes (except black and graphite)	3.75
Class #9—All black paints and graphite paints	5.0
Class #10—Exterior enamels and exterior varnishes (intended exclusively for exterior work)	3.25
Class #11—Exterior emulsion paints	2.0

NOTE: The above classes include both paste and ready-mixed paints. Table amended April 12, 1944.

For the purposes of this paragraph (b) (1), all oils shall be considered interchangeable.

(2) The provisions of paragraph (b) (1) are not applicable to the use of oils in the manufacture of paints, varnishes and lacquers delivered or to be delivered to, or used on or incorporated in material and equipment delivered or to be delivered to, the Army, Navy, Marine Corps, or Coast Guard of the United States, the United States Maritime Commission or the War Shipping Administration, or delivered pursuant to the Act of March 11, 1941 (Lend-Lease Act), or for the military, naval or maritime requirements of the United Nations where the manufacturer claiming exemption receives from the Director of Food Distribution, War Food Administration, specific exemption pursuant to paragraph (b) (5) (iii) of Food Distribution Order No. 42 with respect to such use.

(c) *Restrictions on deliveries.* (1) On and after July 1, 1943, no crusher, processor, manufacturer or wholesaler, shall deliver to any other person linseed oil or fish oil having a non-volatile content of more than seventy per cent (70%), by weight.

(2) The restrictions of paragraph (c) (1) shall not apply to:

(i) Deliveries to another crusher, processor, manufacturer or wholesaler.

(ii) Deliveries for medicinal or pharmaceutical purposes or for human or animal consumption.

(iii) Deliveries of linseed oil or fish oil packaged in containers of one pint or less.

(iv) Deliveries by any person of linseed oil or fish oil which on July 1, 1943, and at the time of the delivery was packaged in unopened five-gallon cans or smaller owned by the person making delivery.

(v) Deliveries by any person of boiled linseed oil which on July 1, 1943 and at the time of delivery was packaged in 55-gallon drums or smaller containers and was on both such dates owned by him.

(vi) Deliveries by any wholesaler of raw linseed oil which on July 1, 1943, and at the time of delivery, was packaged in unopened drums or containers having a capacity of more than 8 gallons but not more than 55 gallons and was on both such dates either owned by him or in his possession on consignment from a crusher or processor. The total quantity of raw linseed oil delivered pursuant to this paragraph by any wholesaler of raw linseed oil shall not exceed 1375 gallons.

(vii) Deliveries to the Army, Navy, Marine Corps or Coast Guard of the United States, the United States Maritime Commission, the War Shipping Administration, or pursuant to the Act of March 11, 1941 (Lend-Lease Act), or deliveries of such linseed oil or fish oil to be used on or incorporated in material and equipment delivered or to be delivered to the services or agencies mentioned in this subdivision (vii) or pursuant to the Act of March 11, 1941 (Lend-Lease Act).

(3) No person shall deliver or sell any material represented to be "linseed replacement oil" unless such material meets the requirements of Federal Specification TT-O-371 as amended from time to time.

(d) *Other orders.* The restrictions herein set forth are in addition to those imposed by Food Distribution Order No. 42 and such other orders as have been or may be issued by the War Food Administration with respect to oils.

(e) *Miscellaneous provisions*—(1) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable regulations of War Production Board, as amended from time to time.

(2) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter in triplicate, referring to the particular provisions appealed from and stating fully the grounds of the appeal.

(3) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(4) *Communications to War Production Board.* All reports required to be filed hereunder, and all communications concerning this order, shall, unless otherwise directed, be addressed to: War Production Board, Chemicals Division, Washington 25, D. C. Ref.: M-332.

Issued this 21st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10901; Filed, July 21, 1944; 11:23 a. m.]

PART 3302—SERVICE EQUIPMENT

[General Limitation Order L-91, Interpretation 2]

POST EXCHANGE AND SHIP'S SERVICE DEPARTMENT ORDERS

The following interpretation is issued with respect to General Limitation Order L-91:

Paragraph (e) of Order L-91 allows the production of equipment to fill specific United States Army or United States Navy orders. Under paragraph (g) equipment listed in paragraph (c) may be produced to fill specific orders from the War Shipping Administration. Paragraph (j) allows the delivery of new equipment listed in paragraph (b) to the United States Army or the United States Navy. Paragraph (c) permits the use of metal parts without restriction when rebuilding equipment for the United States Army, the United States Navy, or the War Shipping Administration.

The foregoing provisions are military exceptions or exemptions subject to paragraph (c) of Priorities Regulation No. 17. Consequently, orders from Post Exchanges or Ship's Service Departments may not be accepted and filled under these provisions unless the orders are correctly endorsed as specified in Priorities Regulation 17.

In some cases persons have been given the privilege of operating a laundry, dry cleaning or pressing establishment in a Post Exchange or Ship's Service Department on a concession or lease basis. If the operator furnishes the equipment, purchases of equipment by him or for his account do not qualify as Post Exchange or Ship's Service Department orders and are subject to Order L-91 the same as orders from any other civilian laundry.

Issued this 21st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10896; Filed, July 21, 1944; 11:22 a. m.]

PART 3304—SERVICE TRADES

[Preference Rating Order P-150]

RESTORATION OF SERVICE ESTABLISHMENTS RELEASED BY THE ARMY AND NAVY

§ 3304.1 *Preference Rating Order P-150*—(a) *What this order does.* This order provides a way to get priorities assistance for preparing establishments, such as hotels, apartment houses and office buildings, for normal civilian use after they are released by the Army or Navy. This order also tells how to use this priorities assistance after it is granted by the War Production Board.

(b) *How to ask for assistance.* In order to get this priorities assistance, an application must be sent to the War Production Board on Form WPB-3753. This application may be made either before or after the establishment is released by the Army or Navy. It should list and give the estimated cost of all the materials and equipment needed for the particular reconditioning job which are found upon inquiry to be unobtainable from normal sources without preference ratings or specific authorization from the War Production Board. This includes what is needed for building repairs and furnishings, but does not include any controlled materials, as defined in CMP Reg. 1, or any utility services. The application should be made by the person who will get what is listed on the form. He should request only those quantities and kinds of things which he reasonably needs in order to put the establishment in operating condition and he must not specify delivery dates earlier than necessary to complete the job within a reasonable time.

(c) *Assistance will depend on local need for facilities.* The War Production Board will grant priority assistance for the reconditioning of establishments vacated by the Army or Navy only if they are located in areas where those facilities are required for uses essential in the war effort.

(d) *Utility services are obtained in other ways.* If the plans for reconditioning include additional natural or manufactured gas, central steam heating, or electric, water, telephone, or telegraph service, an order for that service should be placed with the appropriate local utility company. The utility company will then take such steps as are required by the Office of War Utilities for supplying the utility service requested, and will indicate on any application it files that the service is directly related to a reconditioning job under Preference Rating Order P-150.

(e) *Assistance for major construction is given in other ways.* Materials for construction not requiring permission from the War Production Board under Order L-41 may be secured under this order on Form WPB-3753. If the plans for reconditioning include construction requiring permission under Order L-41, Form WPB-3753 will not be used to authorize or to provide materials for that construction. The application for permission to construct, and for priorities assistance for the construction materials, should be made on Form WPB-617. The application for all other priorities assistance needed for that reconditioning job should be made on Form WPB-3753, and the two applications should be submitted together. Equipment named in Appendix II of Schedule A to CMP Reg. 6 (Construction Limitations) should be listed both in Section 3 of Form WPB-617 and on Form WPB-3753.

(f) *How to file an application.* Copies of Form WPB-3753 can be obtained from the nearest field office of the War Production Board, or from the Army or Navy representative releasing the establishment. The applicant should fill out a sufficient number of copies of Form WPB-3753 and give five of them to the Army or Navy representative. He should also give the Army or Navy representative his application on Form WPB-617 if authorization under Order L-41 is necessary. The latter will review the Form WPB-3753, and when he has determined that the items and quantities requested are justified and correct, he will certify that fact on the form. The War Production Board will not consider a WPB-3753 application without this certification. The Army or Navy representative who signs the certification will keep one copy of the form and will send four copies (and the WPB-617 application, if needed) to the field office of the War Production Board having jurisdiction over the area in which the property covered by the application is located. The War Production Board will consider the application, and will return one copy of Form WPB-3753 to the applicant with a statement of the action taken in response to his request. This statement may include specific limitations on the use of the priorities assistance which the applicant is given. If an application on WPB-617 accompanies the application on WPB-3753, both will be acted upon and returned at approximately the same time.

(g) *How to use this priorities assistance.* The priorities assistance given on Form WPB-3753 may be used only to the extent specified on the form. In order to let his supplier know that a sale or delivery has been authorized or rated under this order, the applicant must put the standard certification in Priorities Regulation No. 7 on those purchase orders and also the following statement:

Delivery approved on Form WPB-3753 under Order P-150.

If the War Production Board assigns preference ratings to the delivery of things listed on the form, the applicant may validly apply those ratings to the delivery of those items in the foregoing way, regardless of any order requiring him to use a different certification, or to get a preference rating on a certain form. The use of ratings issued on Form WPB-3753 for items subject to Order M-328 is governed by that order.

The applicant may also be authorized on Form WPB-3753 to acquire equipment and materials which he cannot get without specific authorization or approval of the War Production Board. An authorization on Form WPB-3753 has the same effect as a sale or delivery authorization on any form named in any other order of the War Production Board, unless that order specifically states that Form WPB-3753 may not be used.

(h) *Relation between this order, CMP Reg. 5 and CMP Reg. 9A.* If a person is eligible to get what he needs either under this order, or under CMP Reg. 5, or CMP Reg. 9A, he may use whichever method or methods he prefers. Purchases made by using a rating on authorization issued on Form WPB-3753 need not be charged against the purchaser's MRO quota under paragraph (f) of CMP Reg. 5.

(i) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of or from processing or using material under priority control and may be deprived of priorities assistance.

(j) *Communications.* Any communications concerning this order may be sent to the Service Trades Division, War Production Board, Washington 25, D. C., Ref: P-150.

Issued this 21st day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10894; Filed, July 21, 1944; 11:23 a. m.]

Chapter IX—Office of Price Administration

PART 1347—PAPER, PAPER PRODUCTS, RAW MATERIALS FOR PAPER AND PAPER PRODUCTS, PRINTING AND PUBLISHING

[MPR 225,[1] incl. Amdts. 1-13]

PRINTING AND PRINTED PAPER COMMODITIES

This compilation of Maximum Price Regulation 225 includes Amendment 13, effective July 25, 1944. The text amended by Amendment 13 is underscored.

In the judgment of the Price Administrator, it is necessary and proper to establish maximum prices for sales of printing and printed paper products by a separate maximum price regulation.

In the judgment of the Price Administrator, the maximum prices established by this regulation, which apply to the sale of certain printed paper commodities and to printing and related services in connection therewith, are generally fair and equitable and are necessary to check inflation and to effectuate the purposes of the Emergency Price Control Act.

So far as practicable the Price Administrator has given due consideration to prices prevailing between October 1 and 15, 1941, and to relevant factors of general applicability, and has consulted with representatives of trade and industry.

A statement of considerations involved in the issuance of this regulation is issued simultaneously herewith and filed with the Division of the Federal Register.[2]

Therefore, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, this Maximum Price Regulation No. 225 (Printing and Printed Paper Commodities) is hereby issued.

NOTE: The meaning of certain provisions and terms of this Maximum Price Regulation No. 225 is further explained and defined in § 1347.472. The explanations and definitions are set forth in alphabetical order. The terms explained and defined are quoted the first time they appear in the text.

Sec.

1347.451 Prohibition against dealing in commodities or services above maximum prices.
1347.452 Maximum prices for commodities and services: general provisions.
1347.453 Maximum prices for services and for "original sales" of commodities, which cannot be priced under § 1347.452.
1347.454 Maximum prices for "resales" of commodities which cannot be priced under § 1347.452.
1347.455 Similar commodities or services subsequently sold.
1347.456 Maximum price for commodities and services which cannot be priced under the foregoing provisions of this regulation.
1347.457 Transfers of business or stock in trade.
1347.458 Export sales.
1347.458a Application to import transactions.
1347.459 Federal and state taxes.
1347.460 Less than maximum prices.
1347.461 Adjustible pricing.

[1] 7 F.R. 7593.

[2] Statements of considerations are also issued simultaneously with amendments. Copies may be obtained from the Office of Price Administration.

Sec.
1347.462 Evasion.
1347.463 Base-period "records" and reports.
1347.464 Current records.
1347.465 Sales slips and receipts.
1347.466 Licensing.
1347.467 Deleted.
1347.468 Enforcement.
1347.469 Applications for amendment.
1347.470 Petitions for amendment.
1347.471 Applicability of the General Maximum Price Regulation.
1347.472 Definitions and explanations.
1347.473 Applicability.
1347.474 Effective date.
1347.474a Effective dates of amendments.
1347.475 Appendix A: Commodities.
1347.476 Appendix B: Services.
1347.477 Appendix C: Exceptions to pricing provisions of §§ 1347.452 through 1347.456.
1347.478 Appendix D: Exemptions.

AUTHORITY: §§ 1347.451 to 1347.478, inclusive, issued under 56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681.

§ 1347.451 *Prohibition against dealing in commodities or services above maximum prices.* (a) On and after September 29th, 1942, regardless of any contract or other obligation:

(1) No "person" shall "sell" or deliver any of the "commodities" listed in Appendix A (§ 1347.475) and no person shall sell or supply any of the "services" listed in Appendix B (§ 1347.476) at a price higher than the maximum price permitted by this Maximum Price Regulation No. 225; and

(2) No person, in the course of trade or business, shall buy or receive any of said commodities or services at a price higher than the maximum price permitted by this Maximum Price Regulation No. 225: *Provided*, That in the case of the sale or supply of services or the original sale of commodities for which a maximum price has been established by this Maximum Price Regulation No. 225, the purchaser shall be deemed to have complied with this subparagraph (2) if: (i) the purchaser shall receive from the "seller" a written affidavit that the seller has calculated the maximum price for said commodity or service in accordance with the provisions of this regulation and has filed with the Office of Price Administration the reports required by § 1347.463, and (ii) the purchaser shall have no knowledge of the maximum price applicable beyond the statements made to him by the seller, and no cause to doubt the accuracy of the affidavit, and (iii) the price paid by the purchaser is not in excess of the maximum price as sworn to by the seller.

(b) The provisions of this § 1347.451 shall not be applicable to sales of any service or to sales or deliveries of any commodity to a purchaser if, prior to September 29, 1942, the commodity sold or in connection with which the service had been rendered had been received by a carrier, other than a carrier owned or controlled by the seller, for shipment to the purchaser.

(c) The provisions of this Maximum Price Regulation No. 225 shall not be applicable to any persons engaged primarily in the business of publishing, printing, typesetting, platemaking, binding, or rendering related services, or any combination thereof, whose total gross sales in 1941 of printed "papers" and printed paper products and services in connection therewith did not exceed $20,000. This exemption, however, shall not apply to any person who was not engaged primarily in any of said businesses, or any combination thereof, throughout the calendar year 1941. Such person shall be subject to the provisions of this regulation unless and until he shall have been primarily engaged in one or more of said businesses, or any combination thereof, for an entire calendar year, during which year his total gross sales of printed papers and printed paper products and services in connection therewith did not exceed $20,000.

§ 1347.452 *Maximum prices for commodities and services; general provisions.* Each seller of any commodity or service subject to this Maximum Price Regulation No. 225 must determine his maximum price by applying the first one of the methods set forth in sequence in §§ 1347.452 through 1347.456, which fits the commodity or service being priced. A few exceptions to this pricing procedure are set forth in Appendix C (§ 1347.477) and take precedence over all other pricing provisions of this regulation.

As the first pricing method under this regulation, each seller must, if possible, take as his maximum price the "highest price which he charged during March, 1942" as defined in § 1347.472, paragraph (a) (6) of this regulation.

(a) For the same commodity or service; or

(b) If no charge was made for the same commodity or service, for the "similar commodity or service" most nearly like it.

Provided, however, That if the cost of the paper used in said commodity or service has increased over the cost of the paper to him in March, 1942, (1) by reason of the lightweight differentials permitted by Maximum Price Regulation 449,[3] Groundwood Specialty Papers, Maximum Price Regulation 450,[4] Writing Paper and Certain Other Fine Papers and Maximum Price Regulation 451,[5] Book Paper; or (2) with respect to sellers located within the states of Arizona, California, Idaho, Montana, Nevada, New Mexico, Oregon, Utah and Washington, if such cost has increased by reason of an increase in the zone differential under Maximum Price Regulation 450 and Maximum Price Regulation 451 for deliveries made in those states, then the seller may add to his maximum price established under the foregoing provisions of this section either by a change in price or by a decrease in sheet count, whichever he shall elect, the dollar and cent amount of such cost increase or increases incurred by him.

For the purpose of this section, the term "lightweight differential" shall include the difference in price between 16 lb. and 20 lb. paper specified in Maximum Price Regulation 450 as well as specifically mentioned "lightweight differentials" in any of the three regulations.

The seller shall, with respect to each commodity the price for which has been so increased, keep records showing

(1) The exact amount of the cost increase incurred by him.

(2) The exact amount of the price increase or sheet decrease, whichever shall be applicable. Such records shall be preserved for a period of two years for examination by the Office of Price Administration or by the purchaser of the printing service for printed paper commodity involved.

[Proviso added by Am. 8, 8 F.R. 15456, effective 11–15–43; amended by Am. 11, 9 F.R. 3709, effective 4–11–44 and Am. 13, effective 7–25–44]

[§ 1347.452 amended by Am. 3, 8 F.R. 1060, effective 1–21–43 and as otherwise noted]

§ 1347.453 *Maximum prices for services and for "original sales" of commodities, which cannot be priced under § 1347.452.* The seller's maximum price for a service or for an "original sale" of a commodity which cannot be priced under § 1347.452 of this Maximum Price Regulation No. 225 shall be established in accordance with the seller's customary methods of computing prices on the basis of cost of materials, production charges and margins. Such maximum price shall be a combination of the items set forth below in this § 1347.453.

(a) *Cost of materials.* An item for the actual "delivered" net cost to the seller of the materials used in producing the commodity or supplying the service: *Provided*, That in no event shall such cost exceed the maximum price, for purchase of the materials by the seller, established by the Office of Price Administration. If during March, 1942, the seller used, or, if in making such sale, would have used a method of averaging or otherwise computing his material costs, he shall continue such method in employing this pricing provision.

(b) *Production charges.* An item for charges for hand and machine operations which shall employ the same hourly and piece rates used by such seller in determining the selling price of the most nearly "comparable commodity or service" sold or "supplied" or offered for sale or supply by him during March, 1942. The same standards of production and the same methods or principles of applying production charges shall be employed as were employed during March, 1942, so that direct and indirect production charges shall be computed in the manner customarily employed during March, 1942. Charges for a different type of operation employed in producing any product or service (for example, hand rather than machine operation) shall not be substituted for customary production charges as a means of increasing the price of the product or the service. No hourly or piece rate, other than a lower rate for an identical operation, shall be employed which was not used by the seller in March, 1942, until it has been filed with the Office of Price Administration in Washington, D. C. in the manner provided in § 1347.463 of this Maximum Price Regulation No. 225. Such new hourly or piece rate shall be a rate which the seller would have used in March, 1942, and shall be in line with the seller's schedule of production charges actually employed during March, 1942.

(c) *Margin.* An item for a margin over the cost of materials and production charges (i. e., paragraph (a) plus paragraph (b)) computed on the same percentage basis, or on the same rate per unit of material, or on a combination thereof and by the same method as the seller employed in pricing the most nearly comparable commodity or service sold, supplied or offered for sale or supply during March, 1942, to a "purchaser of the same class" as defined in § 1347.472, paragraph (13) of this regulation. If during March, 1942, the seller employed the practice of including his charges for margin in his hourly and piece rates for hand and machine operations, he shall continue such practice in pricing any commodity or service under this section, and in such a case the seller shall make no duplicate calculation for margin under this paragraph (c). No new rate for margin, other than a lower rate for the sale of a comparable commodity or service to a purchaser of the same class, shall be employed which was not used by the seller in March, 1942, until it has been filed with the Office of Price Administration in Washington, D. C., in the manner provided in § 1347.463 of this Maximum Price Regulation No. 225. Such new rate for margin shall be a rate which the seller would have used in March 1942, and shall be in line with the seller's schedule of rates for margin actually employed during March 1942.

(d) No seller shall change his customary allowances, discounts, or other price differentials unless such change results in a lower price.

(e) No seller shall require any purchaser, and no purchaser shall be permitted, to pay a larger proportion of transportation costs incurred in the delivery or in the supply of any commodity or service, than the seller required purchasers of the same class to pay during March, 1942, on deliveries or supplies of comparable types of commodities or services.

§ 1347.454 *Maximum prices for "resales" of commodities which cannot be priced under § 1347.452.* The seller's maximum price for the "resale" of a commodity which cannot be priced under § 1347.452 of this Maximum Price Regulation No. 225 shall be:

(a) The highest price charged during March, 1942, by the "most closely competitive seller of the same class" as defined in § 1347.472, paragraph (7) of this regulation:

(1) For the same commodity; or

(2) If no charge was made for the same commodity, for the similar commodity most nearly like it; or

(b) If a maximum price cannot be ascertained under paragraph (a) of this § 1347.454, a price determined by the seller in accordance with the following procedure:

(1) The seller shall select from the same general classification and price range as the commodity being priced under this paragraph (b) the comparable commodity for which a maximum price is established under § 1347.452 and of which the seller delivered the largest number of units during March, 1942:

(2) The seller shall divide his maximum price for that commodity by his "replacement cost" of that commodity; and

(3) The seller shall multiply the percentage so obtained by the cost to him of the commodity being priced under this paragraph (b).

The resulting figure shall be the maximum price of the commodity being priced. Within ten days after determining such maximum price under this paragraph (b), the seller shall report such price to the appropriate field office of the Office of Price Administration upon a form to be obtained from such office, duly filled out and signed under oath or affirmation.

§ 1347.455 *Similar commodities or services subsequently sold.* Any maximum price determined under § 1347.453, or paragraph (b) of § 1347.454 shall be subject to adjustment in writing at any time by the Office of Price Administration. In the absence of such adjustment, the maximum price so determined shall be the maximum price for all commodities or services subsequently sold or supplied which are the same or similar to the commodity or service for which a maximum price has been so determined, without regard to subsequent changes in cost.

§ 1347.456 *Maximum prices for commodities and services which cannot be priced under the foregoing provisions of this regulation.* Where a maximum price is sought for a commodity or a service which cannot be priced under the foregoing provisions of this Maximum Price Regulation No. 225, the maximum price for the commodity or service shall be a price approved by the Office of Price Administration. Application for such approval shall be filed in duplicate with the Office of Price Administration in Washington, D. C. The application shall contain:

(a) An "appropriate description and identification" of the commodity or service for which a price is being requested;

(b) A statement of the reasons why it cannot be priced except under this § 1347.456;

(c) A statement of the proposed maximum price. In the case of the sale of a service or the original sale of a commodity, the seller shall set forth separately the amount included in the proposed price for cost of materials, production charges and margin. In the case of the resale of a commodity, he shall set forth separately his purchase price, transportation charges, if any, and mark-up.

Unless the Office of Price Administration or an authorized representative thereof shall, by letter mailed to the applicant within 21 days from the date of filing the application, disapprove the maximum price as reported, such price shall be deemed to have been approved, subject to non-retroactive written disapproval or adjustment at any later time by the Office of Price Administration.

§ 1347.457 *Transfers of business or stock in trade.* If the business, assets or stock in trade of any business are sold or otherwise transferred after April 28, 1942, and the transferee carries on the business, or continues to deal in the same type of commodities or services, in an establishment separate from any other establishment previously owned or operated by him, the maximum prices of the transferee and his status with regard to the exemptions provided for in §§ 1347.451 (c) and 1347.463 (c) shall be the same as those to which his transferor would have been subject if no such transfer had taken place, and his obligation to keep records sufficient to verify such prices shall be the same. The transferor shall either preserve and make available, or turn over, to the transferee all the records of transactions prior to the transfer which are necessary to enable the transferee to comply with the record provisions of this Maximum Price Regulation No. 225.

§ 1347.458 *Export sales.* The maximum price at which a person may export any commodity shall be determined in accordance with the provisions of the Revised Maximum Export Price Regulation[6] issued by the Office of Price Administration.

§ 1347.458a *Application to import transactions.* This regulation applies to transactions in commodities to be imported into the continental United States.

[§ 1347.458a added by Supplementary Order 78, 8 F.R. 14811, effective 11–4–43]

§ 1347.459 *Federal and state taxes.* Any tax upon, or incident to, the sale, delivery, processing, or use of a commodity, or the sale or supplying of a service, imposed by any statute of the United States or statute or ordinance of any state or subdivision thereof, shall be treated as follows in determining the seller's maximum prices for such commodity or service and in preparing the records of such seller with respect thereto:

(a) *As to a tax in effect during March, 1942.* (1) If the seller paid such tax, or if the tax was paid by any prior vendor, irrespective of whether the amount thereof was separately stated and col-

[3] 8 F.R. 11515, 14985; 9 F.R. 6633, 7504.
[4] 8 F.R. 11522, 14278; 9 F.R. 5803, 6711.
[5] 8 F.R. 11529; 9 F.R. 1532, 3030, 5083.
[6] Second revision; 8 F.R. 4132, 5987, 7662, 9998, 15193; 9 F.R. 1036.

lected from the seller, but the seller did not customarily state and collect separately from the purchase price during March, 1942, the amount of the tax paid by him or tax reimbursement collected from him by his vendor, the seller may not collect such amount in addition to the maximum price, and in such case shall include such amount in determining the maximum price under this Maximum Price Regulation No. 225.

(2) In all other cases, if, at the time the seller determines his maximum price, the statute or ordinance imposing such tax does not prohibit the seller from stating and collecting the tax separately from the purchase price, and the seller does state it separately, the seller may collect, in addition to the maximum price, the amount of the tax actually paid by him or an amount equal to the amount of tax paid by any prior vendor and separately stated and collected from the seller by the vendor from whom he purchased, and in such case the seller shall not include such amount in determining the maximum price under this Maximum Price Regulation No. 225.

(b) *As to a tax or increase in a tax which becomes effective after March 31, 1942.* If the statute or ordinance imposing such tax or increase does not prohibit the seller from stating and collecting the tax or increase separately from the purchase price, and the seller does separately state it, the seller may collect, in addition to the maximum price, the amount of the tax or increase actually paid by him or an amount equal to the amount of tax paid by any prior vendor and separately stated and collected from the seller by the vendor from whom he purchased.

§ 1347.460 *Less than maximum prices.* Lower prices than those established by this Maximum Price Regulation No. 225 may be charged, demanded, paid or offered.

§ 1347.461 *Adjustable pricing.* Any person may agree to sell at a price which can be increased up to the maximum price in effect at the time of delivery; but no person may deliver or agree to deliver at prices to be adjusted upward in accordance with action taken by the Office of Price Administration after delivery, unless a request for a change in the applicable maximum price, filed in accordance with a Procedural Regulation issued by this office, is pending at the date of such delivery or agreement to deliver.

[§ 1347.461 amended by Am. 5, 8 F.R. 7382, effective 6-7-43]

§ 1347.462 *Evasion.* The price limitations set forth in this Maximum Price Regulation No. 225 shall not be evaded, whether by direct or indirect methods, in connection with an offer, solicitation, agreement, sale, delivery, purchase or receipt of, or relating to the commodities and services for which maximum prices are established by this regulation alone or in conjunction with any other commodity or service or by way of commission, service, transportation, or other charge, or discount, premium or other privilege, or by tying agreement or other trade understanding, or otherwise.

§ 1347.463 *Base-period "records" and reports*—(a) *Preservation of existing records.* Every person selling commodities or services for which maximum prices are established by this Maximum Price Regulation No. 225 shall preserve for examination by the Office of Price Administration for a period of two years all his existing records relating to the prices which he charged for such of those commodities or services for which maximum prices are established by this Maximum Price Regulation No. 225 as he delivered or supplied during March 1942, and his "offering prices" for delivery or supply of such commodities or services during such month.

(b) *Statements by all sellers.* Every person making sales of commodities or services for which maximum prices are established by this Maximum Price Regulation No. 225 shall prepare, on or before October 29th, 1942, to the full extent of all available information and records, a statement showing:

(1) The highest prices which he charged for such of those commodities or services for which maximum prices are established by this Maximum Price Regulation No. 225 as he delivered or supplied during March 1942, and his offering prices for delivery or supply of such commodities or services during such month, together with an appropriate description or identification of each such commodity or service; and

(2) All his customary allowances, discounts and other price differentials.

Persons supplying a service or making an original sale of a commodity shall keep such statement for examination by a duly authorized representative of the Office of Price Administration. Persons making a resale of a commodity shall keep such statement for examination by any person during ordinary business hours.

(c) *Reports required from persons supplying services or making original sales.* Every person selling or supplying services or making original sales of commodities for which maximum prices are established by this Maximum Price Regulation No. 225 shall file, signed under oath or affirmation upon Form No. 325:1 to be obtained from the "appropriate field office of the Office of Price Administration:"

(1) A report showing all hourly and piece rates for hand and machine operations and all percentage and per piece rates for margins, and any combinations thereof, together with a statement of "pricing methods" and customary allowances, discounts and other price differentials employed by such person during March 1942, in determining the selling prices of any such commodities delivered and services supplied or offered for delivery or supply by such person during that period. Such report shall be filed with the Office of Price Administration in Washington, D. C., on or before November 28th, 1942.

(2) A report of any hourly and piece rates and rates for margin, not used by such person in March 1942, but subsequently proposed to be employed. Such report shall be filed with the Office of Price Administration in Washington, D. C., prior to the employment of such rates. Unless the Office of Price Administration or a duly authorized representative thereof shall, by letter mailed to such person within 21 days from the filing of such report, disapprove such hourly and piece rates and rates for margin as reported, they shall be deemed to have been approved.

No report, however, under this paragraph (c) shall be required from persons engaged primarily in the business of publishing, printing, typesetting, platemaking, binding or rendering related services, or any combination thereof, whose total gross sales in 1941 of printed papers and printed paper products and services in connection therewith did not exceed $50,000. This exemption, however, shall not apply to any person who was not engaged primarily in any of said businesses, or any combination thereof, throughout the calendar year 1941. Such person shall be subject to the provisions of this paragraph (c) unless and until he shall have been primarily engaged in one or more of said businesses, or any combination thereof, for an entire calendar year, during which year his total gross sales of printed papers and printed paper products and services in connection therewith did not exceed $50,000.

§ 1347.464 *Current records.* Every person selling commodities or services for which maximum prices are established by this Maximum Price Regulation No. 225 shall keep, and make available for examination by the Office of Price Administration, records of the same kind as he has customarily kept, relating to the prices which he charged for such of those commodities or services as he sold after the effective date of this regulation; and, in addition, records showing, as precisely as possible, the basis upon which he determined the maximum prices for those commodities and services.

§ 1347.465 *Sales slips and receipts.* Any seller of commodities or services for which maximum prices are established by this Maximum Price Regulation No. 225 who has customarily given a purchaser a sales slip, receipt, or similar evidence of purchase shall continue to do so. Upon request from a purchaser, any such seller, regardless of previous custom, shall give the purchaser a receipt showing the date, the name and address of the seller, the name of each commodity or service sold, and the price received for it.

§ 1347.466 *Licensing.* The provisions of Licensing Order No. 1,[7] licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation or schedule. A seller's license may be suspended for violations of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

[§ 1347.466 amended by Supplementary Order 72, 8 F.R. 13244, effective 10-1-43]

§ 1347.467 [Deleted]

[§ 1347.467 deleted by Supplementary Order 72]

§ 1347.468 *Enforcement.* (a) Persons violating any provisions of this Maximum Price Regulation No. 225 are subject to the criminal penalties, civil enforcement actions, proceedings for the suspension of licenses and suits for treble damages provided for by the Emergency Price Control Act of 1942.

(b) Persons who have evidence of any violation of this Maximum Price Regulation No. 225 or any price schedule, regulation or order issued by the Office of Price Administration or of any acts or practices which constitute such a violation are urged to communicate with the nearest district office, state office, or regional office of the Office of Price Administration or its principal office in Washington, D. C.

§ 1347.469 *Applications for adjustment.* (a) The Office of Price Administration, any Regional Administrator or any District Director as may be authorized by order issued by the appropriate Regional Administrator may adjust the maximum price established by this Maximum Price Regulation No. 225 in the case of any seller or group of sellers whenever it can be established that a seller or group of sellers is unable to deliver or supply such commodity or service at the existing maximum price and that either:

(1) The supply of this commodity or service is required to meet military or essential civilian needs; or

(2) The loss of the supply of this commodity or service will force purchasers to resort to higher priced sources of supply, and that no adequate substitute for this commodity or service is available at a price equal to or lower than the requested maximum price.

Any Regional Administrator may at his discretion direct any District Director located within his region to perform any or all of the responsibilities delegated to such Regional Administrator under this § 1347.469.

[Paragraph (a) amended by Am. 12, 9 F.R. 5803, effective 6-1-44]

(b) Amount of relief. The relief granted under this section shall be limited to the amount necessary to permit the seller to supply this commodity or service: *Provided, however,* That where an application is filed under paragraph (a) (2) above, the seller's maximum price will not be raised above the general level of prices prevailing for alternative sources of supply of this commodity or service or for an adequate substitute therefor.

(c) Applications for adjustment shall be filed in accordance with subpart B of Revised Procedural Regulation No. 1,[8] issued by the Office of Price Administration. In addition to the material required in that Procedural Regulation, the applicant shall set forth in his application the following data:

(1) Statement of the seller's maximum price, the section of Maximum Price Regulation 225 under which such price is determined, and the proposed adjusted price.

(2) Evidence that the seller comes within either of the classes listed in paragraph (a) above. If the application is based on subparagraph (2) of that paragraph, the applicant shall submit statements from his largest customers upon this point.

(3) Analyses as of March 1942, and as of the date of the application, of the following factors:

(i) Cost per unit of commodity or service of paper, other materials used, and any other outside purchases.

(ii) Charges per unit of commodity or service for each productive operation.

(iii) Charges per unit of commodity or service for each type of margin including profit.

(iv) Hourly and/or piece rates upon which the unit production charges in (ii) above are based.

(v) Percentage rates upon which the unit charges for margin in (iii) above are based.

(4) If the applicant considers that he did not receive a reasonable operating margin on the sale of this commodity or service in March 1942, he may also submit an analysis of the points listed in subparagraph (3) above, for the period next preceding March 1942, in which he received a reasonable operating margin, together with a statement of the reasons why the operating margin in March was not reasonable. This material shall be in addition to the analysis for March 1942, required by subparagraph (3).

(5) Description of the grade delivered net cost per cwt. of the paper used in said commodity or service in each of the periods reported in subparagraphs (3) and (4) above.

(6) Detailed statement of the changes in costs of each productive operation which occurred between each of the periods reported in subparagraphs (3) and (4) above.

(7) Dollar volume of sales by the applicant of this commodity or service, and total dollar volume of all other sales by the applicant during each of the two fiscal years immediately preceding the filing of the application.

(8) Number of units of this commodity or service sold during each of the two fiscal years immediately preceding the filing of the application.

(9) Annual profit and loss statements for the applicant's business from 1936 through the latest complete fiscal year. Quarterly profit and loss statements should be included, if possible, for each quarterly period subsequent to the year covered by the most recent annual statement.

If the application concerns the adjustment of prices of a large number of different commodities or services or of the seller's general rate structure, the cost and sales data required in this subparagraph (c) may be presented in summary form.

If any of the foregoing data are already on file with the Office of Price Administration, the seller shall so state in his application, and it will not be necessary for him to file such data again. If any of this data is not available, applicant may so state, giving the reasons therefor.

[Paragraph (c) amended by Am. 12, 9 F.R. 5803, effective 6-1-44 and Am. 13, effective 7-25-44]

(d) No application for adjustment filed after June 1, 1944, under Procedural Regulation No. 6[9] with respect to commodities and services covered by this regulation will be granted.

[Paragraph (d) added by Am. 12, 9 F.R. 5803, effective 6-1-44]

[§ 1347.469 amended by Am. 2, 7 F.R. 8939, effective 11-4-42; and Am. 4, 8 F.R. 4181, effective 4-6-43 and as otherwise noted]

§ 1347.470 *Petitions for amendment.* Any person seeking an amendment of any provision of this Maximum Price Regulation No. 225 may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1.

[§ 1347.470 amended by Supplementary Order 26, 7 F.R. 8948, effective 11-4-42]

§ 1347.471 *Applicability of the General Maximum Price Regulation.*[10] The provisions of this Maximum Price Regulation No. 225 supersede the provisions of the General Maximum Price Regulation with respect to sales and deliveries of commodities and services for which maximum prices are established by this Maximum Price Regulation No. 225 and with respect to sales and deliveries of commodities and services for which specific exemptions are provided in this regulation; consequently, any sale specifically exempted from this Maximum Price Regulation No. 225 is exempt from all price control.

[§ 1347.471 amended by Am. 10, 9 F.R. 3078, effective 3-27-44]

§ 1347.472 *Definitions and explanations.* (a) When used in this Maximum Price Regulation No. 225:

(1) "Appropriate description and identification" means a complete listing of the specifications, processes and other characteristics of the commodity or service, or of the various grades of commodities or services.

(2) "Appropriate field office of the Office of Price Administration" means

[7] 8 F.R. 13240.

[8] 9 F.R. 5791, 7501.

[9] 7 F.R. 5087, 5665; 8 F.R. 6173, 6174, 12024.

[10] 9 F.R. 1385, 5169.

the district office for the district (or in the absence of such district office, the state office for the State) in which is located the seller's place of business from which his sales of commodities and services are made.

(3) "Commodity" includes articles, products, and materials.

(4) "Comparable commodities and services". For the purposes of § 1347.453 only, one commodity or service shall be deemed comparable to another commodity or service if (i) the first has the same use as the second, (ii) affords the purchaser fairly equivalent serviceability, (iii) is produced by the same or substantially the same productive operations, and (iv) is customarily priced by the same pricing method as the first, although its price as determined by such pricing method is not the same or substantially the same as the first.

(5) "Delivered". A commodity shall be deemed to have been "delivered" during March 1942, if during such month it was received by the purchaser or by any carrier, including a carrier owned or controlled by the seller, for shipment to the purchaser.

(6) "Highest price charged during March, 1942" means:

(i) The highest price which the seller charged for a commodity delivered or service supplied by him during March, 1942, to a purchaser of the same class; or

(ii) If the seller delivered no such commodity or supplied no such service during March 1942, his highest offering price for such delivery or supply during that month to a purchaser of the same class; or

(iii) If the seller did not deliver the commodity or supply the service to be priced and had no offering price for such commodity or service to a purchaser of the same class, it shall be the highest price charged by the seller during March 1942, to a purchaser of a different class, adjusted to reflect the seller's customary differential between the two classes of purchasers;

(iv) [Revoked]

[Subparagraph (iv) revoked by Am. 6, 8 F.R. 10983, effective 8-11-43]

(v) No seller shall change such of his customary allowances, discounts or other price differentials as were in effect in March 1942, unless such change results in a lower price.

(vi) No seller shall require any purchaser, and no purchaser shall be permitted, to pay a larger proportion of transportation costs incurred in the delivery or supply of any commodity or service, than the seller required purchasers of the same class to pay during March, 1942 on deliveries or supplies of the same or similar types of commodities or services.

(7) "Most closely competitive seller of the same class" means a seller of the same class who (i) is selling the same or a similar commodity or service, and (ii) is closely competitive in the sale of such commodities or services, and (iii) is located nearest to the seller.

(8) "Offering price" means the price quoted in the seller's price list, or, if he had no such price list, the price which he regularly quoted in any other manner or the price determined by the pricing method which the seller regularly adopted, except that in the case of sales of commodities by an establishment selling at retail, the offering price shall be the price at which the commodity was offered for sale at the immediate point of sale (for example, the shelves or counters). But offering price shall not include a price intended to withhold a commodity or service from the market, or a price offered as a bargaining price by a seller who usually sells at a price lower than his asking price.

(9) "Original sale" means the sale of a commodity by a person who has created or substantially changed the form of the commodity being sold.

(10) "Paper" and "paper products" shall, for the purpose of this Maximum Price Regulation 225, include all kinds, types, and grades of paper, paperboard and cellophane-type materials (regenerated cellulose, cellulose acetate and ethyl cellulose).

[Subparagraph (10) amended by Am. 7, 8 F.R. 12660, effective 9-20-43]

(11) "Person" means an individual, corporation, partnership, association, any other organized group of persons, legal successor or representative of any of the foregoing, and includes the United States, any agency thereof, any other government, or any of its political subdivisions, and any agency of any of the foregoing.

(12) "Pricing methods" means the formulas by which the seller figures his price for any commodity or service, whether such formulas are disclosed to the purchaser or are merely the seller's devices for figuring costs of materials, production charges, and margin.

(13) "Purchaser of the same class" refers to the practice adopted by the seller in setting different prices for commodities or services for sales to different purchasers or kinds of purchasers (for example, manufacturer, wholesaler, jobber, retailer, government agency, public institution, individual consumer) or for purchasers located in different areas or for different quantities or under different conditions of sale.

(14) "Records" means books of account, sales lists, sales slips, orders, vouchers, contracts, receipts, invoices, bills of lading, and other papers and documents.

(15) "Replacement cost" means the net price paid by the seller after September 29th, 1942, or the net price which the seller would have to pay to replace such commodity after such date.

(16) "Resale" means a sale by a person other than the creator of a commodity who receives delivery thereof and resells it, without substantially changing its form.

(17) "Sale at retail" or "selling at retail" means a sale or selling to an ultimate consumer other than an industrial or commercial user.

(18) "Sell" means sell, supply, dispose, barter, exchange, lease, transfer, and deliver, and contracts and offers to do any of the foregoing. The terms "sale", "selling", "sold", "seller", "buy", "purchase", and "purchaser" shall be construed accordingly. Nothing in this Maximum Price Regulation No. 225 shall be construed to prohibit the making of a contract to sell a commodity or service at a price not to exceed the maximum price permitted by the Office of Price Administration at the time of delivery or supply.

(19) "Seller" includes a seller of any commodity or service for which maximum prices are established by this Maximum Price Regulation No. 225. Where a seller makes sales or supplies services through more than one selling unit, other than salesmen making sales at uniform prices, each separate place of business of the seller shall be deemed to be a separate seller, except that for the purposes of § 1347.466 of this regulation, the owner of the business shall be considered the seller regardless of the number of separate places of business he owns.

(20) "Seller of the same class" means a seller (i) performing the same function (for example, manufacturing, distributing, retailing, processing, storing, repairing, typesetting, platemaking or publishing); (ii) of similar type (for example, department store, mail order house, chain store, specialty shop, cut-rate store, printer, electrotyper or photoengraver); (iii) dealing in the same type of commodity or service, and (iv) selling to the same class of purchaser.

(21) "Service" means any service rendered or supplied, otherwise than as an employee, in connection with the processing, distribution, storage, repair, or negotiation of purchase or sale of a commodity, and generally, without limiting the foregoing, all services which preserve or add to the value or utility of a commodity.

(22) "Similar commodities or services". One commodity shall be deemed similar to another commodity, if the first has the same use as the second, affords the purchaser fairly equivalent serviceability, and belongs to a type which would ordinarily be sold for the same or substantially the same price. In determining the similarity of such commodities, differences merely in style or design which do not substantially affect use, or serviceability, or the price for which such commodities would ordinarily have been sold, shall not be taken into account. One service shall be deemed similar to another service if the first has the same use and purpose as the second and belongs to a type which would ordinarily be sold for the same or substantially the same price. For the purpose of determining maximum prices, for services and for original sales of commodities under § 1347.452, a similar commodity or service is further defined as a commodity or service which is produced to the same or substantially the same specifications and is produced by the same or substantially the same productive operations.

(23) "Supplied". A service shall be deemed to have been supplied during March, 1942, if during such month the service was completed and the commodity in connection with which the service was rendered was delivered to the purchaser.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used herein.

§ 1347.473 *Applicability.* The provisions of this Maximum Price Regulation No. 225 shall be applicable to the continental United States and the District of Columbia, but not to the territories and possessions of the United States.

§ 1347.474 *Effective date.* All provisions of this Maximum Price Regulation No. 225 (§§ 1347.451 to 1347.476 inclusive) shall become effective September 29th, 1942. [MPR 225 originally issued September 24, 1942]

§ 1347.474a *Effective dates of amendments.*

[Effective dates of amendments are shown in notes following the parts affected]

§ 1347.475 *Appendix A: Commodities.* This Maximum Price Regulation No. 225 shall apply to the following commodities:

Bound blank books, including but not limited to:

General books of account, such as bill books, cash books, cash sales books, check or voucher registers, columnar books, combination books, day books, figuring books, journals, ledgers, note records, records, and trial balance books.

Books of account or record for specific uses, such as bank forms, bound and mortgage records, business records, club registers, collection books, corporate records, counter books, delivery books, due ledgers, engineers' field books, garage registers, guest registers, hotel registers, index books, insurance registers, investment and income records, law record books, merchandise stock books, milkmen's account books, notarial records, order registers, payroll books, receiving clerks' records, rent collection books, roll books, sales records, scale books, shipping records, social security books, tally books, time books, tourist registers, used car records, and wage rate books.

Columnar pads, such as accounting pads and analysis pads.

Detachable forms, such as bill heads, bills of lading, business blanks, check books, correspondence books, draft books, invoice books, note books, order books, package receipt books, parcel post records, purchase order books, receipt books, remittance books, rent receipt books, sales books, statements, trade acceptances, and warrants.

Memorandum books, such as appointment books (except for resales), date books (except for resales), diaries (except for resales), memo books, pass books, telephone-address books, telephone call pads, and travelers' expense books.

Scrap book type books, such as autograph books, match-book albums, photograph albums, post-card albums, record albums, and scrap books.

Books for personal use, such as baby books, brides' books, budget books, family expense books, graduation books, household expense books, pocket wallets for stamps, recipe books, service books, stamp approval books, trip books, and wedding books.

Miscellaneous blank books, such as bookkeeping blanks, composition books, letter copying books, note books, perforated scratch pads, stenographers' notebooks, and students' notebooks.

Looseleaf binders and covers, including but not limited to:

Chain binders.
Compression binders.
Ledger binders.
Magazine type, single and multi-blade binders.
Prong binders.
Ring binders.
Screw, post and screw-post binders and covers.
Storage and transfer binders.
Binders and covers with fastening devices other than the above.
Spring binders, sheet and chart holders, and clip binders.

Plain and faint-ruled fillers and printed commercial forms, produced for use in any of the looseleaf binders or covers above specified.

Indexes, indexing systems, index tabs and blank division sheets for indexing purposes, to supplement any of the looseleaf binders and covers listed above.

Greeting cards and related products, as follows:

Greeting cards (except resales of Christmas and New Year's nonpersonalized greeting cards).
Decorated tags, seals, and enclosures (except resales of Christmas and New Year's tags, seals and enclosures).
Printed gift wrapping papers (except resales of Christmas and New Year's printed gift wrapping papers).
Gift money holders (except resales of Christmas and New Year's gift money holders).
Mottoes.
Printed decorative paper ribbons and tapes (except resales of Christmas and New Year's printed decorative paper ribbons and tapes).
Social calendars (except for resales).
Souvenir post cards.

Social stationery, printed, engraved or plain, including but not limited to:

Papeteries: matching paper and envelopes boxed or packaged together or separately.
Package or pound papers and/or package or pound envelopes.
Correspondence quire or ream goods.
Paper and paperboard writing portfolios and similar containers sold together with personal correspondence paper and/or envelopes.
Announcements (weddings, births, deaths, etc.) paper, cards and/or envelopes.
Invitations (weddings, occasions, etc.) paper, cards and/or envelopes.
Calling cards: personal or business.
Book plates: ownership or library classification labels.

Tablets, pads and related products, as follows:

Composition books.
Drawing papers.
Exercise books.
Graph papers.
Plain and faint-ruled loose-leaf fillers.
Memorandum books.
Music books (blank).
Music papers (blank).
Note books.
Pads.
Quadrille pads and papers.
Ruled papers.
Second sheets.
Stenographers' note books.
Tablets.
Typewriter papers.
Ream papers, plain or ruled.

Commercial supplies, as follows:

Bonds
Certificates.
Commercial calendars (except separate bases made of materials other than paper and paperboard, and except for resales).
Commercial forms
Commercial letter heads.
Coupons, checks, and tickets (except pin tickets and marking machine tickets).
Currency.
File folders and dividers.
Guide cards.
Index cards.
Labels, package wraps, and bands.
Legal forms and contracts.
Ruled legal papers.
Blotters.
Wallpaper.
Unframed printed pictures.

[§ 1347.475 amended by Am. 1, 7 F.R. 8929, effective 11-7-42; Am. 7, 8 F.R. 12660, effective 9-20-43; and Am. 9, 8 F.R. 16596, effective 12-13-43]

§ 1347.476 *Appendix B: Services.* This Maximum Price Regulation No. 225 shall apply to the services of publishing, printing, typesetting, platemaking, binding, and related services rendered in connection with:

(a) The commodities listed in Appendix A (§ 1347.475) of this Maximum Price Regulation No. 225.

(b) All papers and paper products, other than those listed in Supplementary Regulation No. 1 [11] and Revised Supplementary Regulation No. 11 [12] to the General Maximum Price Regulation and any and all amendments and supplements to said supplementary regulations now or hereafter issued, when such services are performed by persons engaged primarily in the business of publishing, printing, typesetting, platemaking, binding, or rendering related services or any combination thereof.

§ 1347.477 *Appendix C: Exceptions to pricing provisions of §§ 1347.452 through 1347.456.*—(a) *Sales by school stores.* (1) Maximum prices for sales of any of the items listed in Appendix A (§ 1347.475) by school stores which during March 1942 dealt in the same or similar articles shall be the cost of acquisition plus the highest percentage mark-up charged by the school store during March 1942, on the same or a similar article. Prices may be rounded to the nearest whole cent; ½¢ may be taken as 1¢.

(2) *Definitions.* For the purpose of this paragraph (a) of § 1347.477 only, the following definitions shall be used:

(i) "Same article" means an article identical in all respects with another article, except that it may contain a different number of sheets.

(ii) "Similar article" means a similar commodity as defined in § 1347.472 (a) (22) except that it may contain a different number of sheets.

(iii) "School store" means any store operated by an elementary or secondary school or by a board of education for the benefit of elementary or secondary school students and not for profit directly or indirectly.

[§ 1347.477 added by Am. 3, 8 F.R. 1060, effective 1-21-43]

(b) *Equalization of maximum prices, established under certain long term contracts, to sellers' general levels of prices as of March 1942.* This paragraph (b) provides a method by which a seller can, in re-negotiating certain long term contracts, restore normal pricing differentials between his various classes of purchasers.

(1) To establish a maximum price under this paragraph (b), a seller must prove to the Office of Price Administration that prior to April 1942, he had put into effect a price increase and made delivery or supply pursuant thereto of:

[11] Revised: 9 F.R. 3581, 4391, 3590, 4948, 5268, 5996, 6570, 6648, 7020.

[12] 9 F.R. 4775, 5314, 5441, 5722, 7020.

(i) The same or a similar commodity or service, or

(ii) Most commodities or services produced or supplied by him which are comparable to the commodity or service being repriced.

He must also prove that his reason for having delivered, supplied, or offered to deliver or supply this article or service during March, 1942 at a lower price than is reflected in his general March price level was a contract entered into before his general price increase and before January 1, 1942.

(2) If the seller meets the requirements of subparagraph (1) above, his maximum price shall be:

(i) The highest price which he charged on deliveries or supplies during March 1942, of the same or a similar commodity or service to a purchaser of a different class, adjusted to reflect his customary differential in price between the two classes of purchasers or, if he had no customary differential, the actual percentage differential existing at the date of the contract; or

(ii) If he made no delivery or supply of the same or a similar commodity or service to any other class of purchasers during March 1942, then his maximum price shall be computed according to the pricing formula in §§ 1347.453 or 1347.454 (b), whichever shall be applicable.

(3) Every seller determining a maximum price under the provisions of this paragraph (b), shall, before making a sale at such a price, file a report with the Office of Price Administration, Printing and Publishing Unit, Reference 695, Washington, D. C., specifying in full detail all of the data necessary to prove the requirements of this section. If the new maximum price has been calculated under subparagraph (2) (i), OPA Form No. 695–406 shall be used; if under paragraph (2) (ii), OPA Form No. 695–407. These forms may be obtained from any regional or district office of the Office of Price Administration or its national office in Washington, D. C. Unless the Office of Price Administration shall, by letter mailed to the applicant within 21 days from the date of the filing of this report, disapprove the maximum price as reported, this price shall be deemed to have been approved, subject to nonretroactive written disapproval or adjustment at any later time by the Office of Price Administration.

(4) Any seller whose maximum price for the sale of a commodity or service is established and approved under this § 1347.477, paragraph (b), shall promptly send written notice thereof to every purchaser of the class for which a maximum price has thus been established.

[Paragraph (b) added by Am. 6, 8 F.R. 10983, effective 8–11–43]

(c) *Sales of tablets, pads, and related products made from newsprint paper.* This paragraph (c) provides a method by which a manufacturer or reseller of any of the enumerated items may reduce the number of sheets contained in the item without accompanying reduction in the maximum price of the item: *Provided, however,* That this paragraph (c) shall not apply to the commodities identified in paragraph (d).

(1) Tablets, pads, and related products as listed in § 1347.475 of Maximum Price Regulation 225, when made from white newsprint and when measuring 80 square inches or more in surface; and any such items made from yellow newsprint and measuring 90 square inches or more in surface. Sheet count may be reduced by not more than 5 sheets from the number supplied at maximum price prior to November 1, 1943 in an item made to be sold at retail at 5 cents per unit, and not more than 10 sheets may be withdrawn from an item made to be sold at retail at 10 cents per unit.

(2) Tablets, pads, and related products as listed in § 1347.475 of Maximum Price Regulation 225, when measuring less than 80 square inches in surface; and any such items made from yellow newsprint and measuring less than 90 square inches in surface. Sheet count may be reduced by not more than 10 sheets from the number supplied at maximum price prior to November 1, 1943 in an item made to be sold at retail at 5 cents per unit, and not more than 20 sheets may be withdrawn from an item made to be sold at retail at 10 cents per unit.

(3) In determining whether an item made from white newsprint paper is less than 80 square inches or whether an item made from yellow newsprint paper is less than 90 square inches, customary manufacturing tolerances in dimensions shall be followed; thus, a tablet known as "8 by 10, white" shall be considered 80 square inches in surface notwithstanding that manufacturing tolerances might cause its actual dimensions to be 7⅞ inches by 10 inches.

(d) *Sales of plain or ruled newsprint paper cut to size, packaged in 500 or 1000 sheets.* The seller may add to his maximum price as established under § 1347.452 a sum equal to the difference between paper cost to him in March 1942 and the paper cost to him under applicable regulations and orders of the Office of Price Administration. Such regulations and orders include but are not limited to Revised Maximum Price Regulation No. 130 [12] and Maximum Price Regulation No. 449 as amended.

(e) For the purpose of paragraphs (c) and (d) above the term "newsprint paper" includes but is not limited to any of the papers listed in Revised Maximum Price Regulation No. 130, Newsprint, and Maximum Price Regulation No. 449, Groundwood Specialty Papers.

[Paragraphs (c), (d) and (e) added by Am. 9, 8 F.R. 16596, effective 12–13–43]

§ 1347.478 *Appendix D: Exemptions.* Neither this Maximum Price Regulation No. 225 nor the General Maximum Price Regulation shall apply to sales of printing and printed paper commodities by the Library of Congress.

[§ 1347.478 added by Am. 10, 9 F.R. 3078, effective 3–27–44]

NOTE: The record-keeping and reporting requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 20th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10865; Filed, July 20, 1944; 5:04 p. m.]

[12] 7 F.R. 9251, 10255; 8 F.R. 1586, 2670, 7766, 11382, 16918; 9 F.R. 3589, 4540.

PART 1423—GUMS AND NATURAL RESINS

[MPR 297, Amdt. 1]

NATURAL RESINS

Correction

The FEDERAL REGISTER serial number for the above-entitled document appearing on page 8255 of the issue for Friday, July 21, 1944, should read "F.R. Doc. 44–10844".

PART 1351—FOOD AND FOOD PRODUCTS

[FPR 2]

GENERAL PRICING PROVISIONS FOR CERTAIN GRAINS

A statement of the considerations involved in the issuance of this regulation has been issued and filed with the Division of the Federal Register.*

FOOD PRODUCTS REGULATION NO. 2—GENERAL PRICING PROVISIONS FOR CERTAIN GRAINS

ARTICLE I—GENERAL PROVISIONS

Sec.

1.1 Effect of this regulation.
1.2 Miscellaneous provisions for use in supplements to this regulation.

ARTICLE II—SPECIAL RULES FOR USE IN CONNECTION WITH PRICING PROVISIONS OF SUPPLEMENTS TO THIS REGULATION

2.1 Rules relating to delivery.
2.2 Rule relating to commingling.
2.3 General rules for determining the price applicable to a withdrawal from a place of business.
2.4 Limitation on markups by a person having certain agreements with his supplier.
2.5 Rules relating to persons performing several marketing functions.
2.6 Rules relating to pricing by processors.
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ARTICLE III—DEFINITIONS

ARTICLE IV—PRICING PROVISIONS FOR MIXED GRAIN

4.1 Base price of mixed grain.
4.2 Maximum prices for sales of mixed grain.
4.3 Applicability of this article.

ARTICLE V—SALES ON CONTRACT FUTURES MARKETS

AUTHORITY: Secs. 1.1 to 5.1, inclusive, (§ 1351.390) issued under 56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.

ARTICLE I—GENERAL PROVISIONS

SECTION 1.1 *Explanation of the regulation.* The purpose of this regulation is to gather into a single document provisions most commonly used in fixing maximum prices for certain grains.

Taken by itself, the regulation names no maximum prices. These are printed in separate documents which are issued as "supplements" to the regulation. For

*Copies may be obtained from the Office of Price Administration.

example, the basic maximum prices and pricing provisions for oats are set forth in a separate supplement which contains the provisions which apply only to oats. It is only some of the more general provisions applicable to a number of commodities which are collected here. Compliance with maximum prices, it is expected, will be made easier by this standardization of generally applicable provisions and by including them in a single document rather than in many separate regulations.

Moreover, the provisions of this regulation apply to particular grains only as they become parts of supplements. Thus, for example, whether or not section 2.5 (Rules Relating to Integrated Businesses) becomes a part of a particular supplement depends upon whether section 2.5 is stated in that supplement to be a part of it. Not all the sections of this regulation will apply to every supplement and when particular sections are not listed in a supplement, they are to be disregarded for purposes of that supplement.

NOTE: In many sections of this regulation reference is made to "the applicable supplement". "Applicable supplement" means the supplement to this regulation in which is established maximum prices for the particular sale of the particular commodity being priced.

SEC. 1.2 *Miscellaneous provisions for use in Supplements to this regulation*—(a) *Exemption of emergency purchases.* Whenever circumstances of emergency make a purchase by the United States or any of its agencies imperative and it is impossible to secure or unfair to require immediate delivery at the maximum price which would otherwise be applicable, such purchases and deliveries may be made pursuant to provisions of section 4.3 (f) of Revised Supplementary Regulation No. 1 of the General Maximum Price Regulation, as amended: *Provided, however,* That the Administrator may by order waive the reporting of any part of the information required by section 4.3 (f) in connection with the particular purchase or group of purchases upon determining that such information may not reasonably be required under all the circumstances and he may in lieu thereof require the reporting of other information more suited to the circumstances.

(b) *Adjustable pricing.* Any person may agree to sell at a price which can be increased up to the maximum price in effect at the time of delivery; but no person may, unless authorized by the Office of Price Administration, deliver or agree to deliver at prices to be adjusted upward in accordance with action taken by the Office of Price Administration after delivery. Such authorization may be given when a request for a change in the applicable maximum price is pending, but only if the authorization is necessary to promote distribution or production and if it will not interfere with the purposes of the Emergency Price Control Act of 1942, as amended. The authorization may be given by an order of the Administrator or of any official of the Office of Price Administration having authority to act upon the pending request for a change in price or to give the authorization.

(c) *Documents, records and reports.* (1) Every seller, and every purchaser in the course of trade or business, shall keep for inspection by the Office of Price Administration for so long as the Emergency Price Control Act of 1942, as amended, remains in effect, records of all sales and purchases covered by the applicable supplements to this regulation, including the date thereof, the name of the seller and purchaser, the kind of commodity, the grade and quality upon which the maximum price was based, the price paid or received, buyer's receiving point, and the quantity sold: except, that if a retailer posts his maximum price conspicuously in his store, he need not keep a record of sales made at or below such price unless required to do so under other provisions.

(2) Upon demand every such person shall submit such records to the Office of Price Administration and keep such further records as the Office of Price Administration may from time to time require.

(d) *Licensing.* The provisions of Licensing Order No. 1, licensing all persons who make sales under price control, are applicable to all sellers subject to the applicable supplements to this regulation. A seller's license may be suspended for violations of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

(e) *Enforcement.* Persons violating any provisions of an applicable supplement to this regulation are subject to the license revocation and suspension provisions, civil enforcement actions, suits for treble damages and criminal penalties as provided in the Emergency Price Control Act of 1942, as amended.

(f) *Protests and petitions for amendment.* Any person desiring to file a protest against or seeking an interpretation or an amendment of any provision of an applicable supplement to this regulation may do so in accordance with Revised Procedural Regulation No. 1, as amended, issued by the Office of Price Administration.

ARTICLE II—SPECIAL RULES FOR USE IN CONNECTION WITH PRICING PROVISIONS OF SUPPLEMENTS TO THIS REGULATION

SEC. 2.1 *Rules relating to delivery*—(a) *Quantity delivered.* Whenever a maximum price is dependent on the quantity delivered and the delivery is made by a vehicle such as a rail car, truck, wagon, barge or vessel, the quantity delivered shall be the quantity received by or for the customer at one time on one vehicle. Any practice of delivering in small quantities, which has no sound business reason other than to secure a higher maximum price will be an evasive device.

(b) *Point of delivery.* Under an applicable supplement, a "point of delivery" is frequently made the test of what maximum price applies. In those cases, the term is not used in the sense of legal delivery under a contract, but of actual delivery to and receipt at the point. The obligation of the seller to consummate the movement to that point is a part of the consideration upon which the maximum price is based. When the price is dependent upon delivery to an elevator, warehouse or store, the delivery is not made unless the lot is delivered to and unloaded into an elevator, warehouse or store, which is commercially operated as such.

(c) *Delivery by negotiable warehouse receipt or negotiable Bill of Lading.* It is common trade practice in dealing with commodities covered by an applicable supplement to accomplish delivery by transfer of a negotiable warehouse receipt or negotiable Bill of Lading. This practice is recognized as constituting delivery under an applicable supplement, even though the point of delivery is determined under paragraph (b). For example, when a carload shipment is in transit under a negotiable Bill of Lading, delivery may be accomplished by negotiation of the Bill of Lading before the car arrives at its destination, in which case the point of delivery is not the named destination in the Bill of Lading since the seller does not effect the delivery at that point.

(d) *Delivery as related to the effective date of an applicable supplement to this regulation.* When a question arises as to whether a delivery was made before the effective date of an applicable supplement, the general interpretation of the Office of Price Administration on the point governs. Information on this rule can be secured from any District Office.

SEC. 2.2 *Rule relating to commingling.* It is expected that a person may commingle a lot of grain owned by him with other grain owned by him. He may also commingle his grain with grain owned by others, provided such commingling is not used as a device to evade any maximum price. In either case he will continue to own an equivalent amount of grain. In such cases, his relationship, under an applicable supplement, to the "equivalent amount" of grain shall be deemed to be the same as his relationship to the original grain and the terms "any particular lot" of grain and "such" grain as used herein shall be considered accordingly.

SEC. 2.3 *General rules for determining the price applicable to a withdrawal from a place of business.* If you unload a lot of grain into a "place of business" such as an elevator, warehouse, processing plant or store, you will require a method of pricing the lot upon its "withdrawal" whether it is shipped out of the place of business, or is used there in processing, or is put into a mixed grain. If each such "inbound lot" were kept separate in your place of business, and were withdrawn separately, there would be no problem in determining its price upon withdrawal. In practice, however, such individual inbound lots are not kept separate, but usually are commingled or their identity is otherwise lost. For this reason, a method must be provided which permits you to select an inbound lot, or lots, or parts of

lots, and use the "history" of such lots in determining the price for a withdrawal of an equal quantity of the same grain. This section provides two alternative methods for pricing such withdrawals from a place of business.

(a) *Definitions.* When used in this section, the following terms shall have the following meanings:

(1) "Place of business" means a warehouse, elevator, store or processing plant, or any combination of such facilities operated as a unit at one location.

(2) "Withdrawal" means any movement of grain out of a place of business whether pursuant to a sale or otherwise, or any movement of grain within a place of business for use in manufacturing or mixing with other grain in the same place of business.

(3) "Inbound lot" means any quantity of grain unloaded into your place of business which was received at one time and which has the same "history".

(4) "History" means, with respect to any inbound lot of grain, your supplier's maximum price on his sale and delivery to you, plus your transportation cost, if any, to the place of business where it is unloaded and from which it will be withdrawn, and plus any other charges you are permitted to add under the applicable supplement for handling of the lot prior to such unloading.

(b) *Rules*—(1) *Determination of uncancelled inbound lots in your stock.* In using this section you must know the uncancelled, inbound lots in your stock and the history of each such lot. At the time you commence using this section, you must take an inventory of each grain in stock at the place of business. Then, by reference to your records of inbound lots, determine the most recent receipts up to the total weight of such grain in your inventory. These receipts constitute the uncancelled, inbound lots at that time and they remain such until cancelled as provided below.

Thereafter each new inbound lot and the history of the lot is carried in your records as uncancelled until it is used and cancelled as provided below.

(2) *Mixed grains.* An inbound lot of mixed grain may be carried with the history of such lot as mixed grain, until it is commingled or further mixed so as to change the proportions of the various grains in the mixture. If such proportions are changed, however, it cannot any longer be carried as an inbound lot of mixed grain, but must be carried as separate lots of each of the grains in the mixture. To do so, you must multiply the weight of the inbound lot by the percentage of each grain and of the foreign material if any, in the mixture and carry the resulting weight of each as if they were separate inbound lots of each such grain and foreign material, together with the history of each lot separately. Thus, for example, if an inbound lot of 100,000 pounds contains 50 percent barley and 50% oats, it must, if it is commingled or further mixed, be entered and carried as two separate receipts of 50,000 pounds of barley and 50,000 pounds of oats, each with its own price as determined from the history of the lot.

(c) *Pricing withdrawals against individual inbound lots.* (1) You may, if you wish, determine your withdrawal price by reference to individual inbound lots. To do so, you select any uncancelled inbound lot, and the history of such lot is your withdrawal price for an equal weight of the grain withdrawn, except that if the grade or quality of the withdrawal differs from the grade or quality of the inbound lot, the price shall be adjusted according to the schedule of premiums and discounts in the applicable supplement. Thereafter, the inbound lot or lots selected are considered cancelled and their histories may not be used again.

(2) *Records.* You must keep some permanent record of your uncancelled inbound lots in stock and their history. You must also keep some permanent record of each withdrawal and cancellation so that no inbound lot may be twice applied. Such records may be kept on the invoices themselves or in any other form you select.

(d) *Pricing withdrawals against a weighted average of inbound lots.* You may, if you prefer, select any uncancelled, inbound lots which could be applied against a withdrawal under paragraph (c) and determine a withdrawal price for the total quantity of such lots, by averaging them and adjusting them as follows:

(1) When a number of inbound lots are put into an average it is necessary (except in the case of a retail store as provided in Supplement No. 1 to this regulation) to eliminate the factors of grade and quality and previous markups from the history of the inbound lots. In order to accomplish this, you must deduct all previous markups (including commission merchants' and brokers' service charges) from the history of each lot being averaged and you must adjust such price to the corresponding price for the standard grade and quality of each such inbound lot. Such standards are as follows: for oats, No. 3 oats with a test weight of 27 pounds per bushel; for corn, No. 2 corn; for barley, No. 2 barley with a test weight of 46 pounds per bushel; for grain sorghums, No. 2 grain sorghums; and for wheat, No. 1 wheat of its sub-class.

(2) Having selected the inbound lots you desire to average and having adjusted the prices to be used as above, you determine a weighted average of such prices by multiplying each weight by its price and dividing the total by the total weight averaged.

Example:

Inbound lot A—1000 bushels at $1.40		$1.400
Inbound lot B— 500 bushels at $1.34		670
1500 bushels		2,070

Average price per bushel $1.38

When you average any inbound lots, the lots so averaged are cancelled and they may not be used again either in another average or for application as individual lots against a withdrawal. Withdrawals may be made against the average price so figured up to the weight of the lots averaged.

(3) The price of each withdrawal under this method shall be determined by adjusting the average price computed as above (which is for standard grade and quality and without prior markups) to the grade and quality of the grain withdrawn, by the premiums and discounts set forth in the applicable supplement. Since this resulting price does not include prior markups, (because under subparagraph (1) such markups, if any, were deducted from the history of each inbound lot before averaging,) you select a previously deducted prior markup which has not since been used against any other withdrawal, and add it to the above resulting price to arrive at a withdrawal price. Of course, if any inbound lot had no prior markup, an equivalent quantity must be withdrawn without adding a prior markup.

(4) *Records.* A record must be kept of prior markups so deducted and the quantity of grain involved, and when such a markup is added again in pricing a withdrawal, it shall be "cancelled" from the record for the quantity of grain withdrawn. (This provision for deducting and re-adding markups applies only to inbound lots put into an average, since when pricing withdrawals against individual inbound lots, the actual markups for each such inbound lot must be used.)

A record must also be kept of each average, how it was computed, and the withdrawals applied against it.

(e) Whenever the provisions of this section are made applicable to a supplement, they may be used in the computation of a maximum price except when the pricing provisions in such supplement establish maximum prices by reference to a base price or formula price at your place of business or at a subsequent destination.

SEC. 2.4 *Limitation on markups by a person having certain agreements with his supplier.* No person shall include in his maximum price a merchandising markup upon the sale of any grain purchased from a supplier with whom he has an agreement to pay, or actually pays any rebate, dividend or share of his profit except in cases where and to the extent that such arrangement has been in effect continuously since January 1, 1943.

No person shall be deemed to have "incurred" any service charge for services rendered by anyone with whom he has an agreement to pay, or actually pays any rebate, dividend or share of his profit except in cases where and to the extent that such arrangement has been in effect continuously since January 1, 1943.

SEC. 2.5 *Rules relating to persons performing several marketing functions.* ("Integrated Business" rule.) Following are minimum tests which must be met before a country shipper or a merchandiser may qualify to add the merchandising markups provided in this section to his maximum price calculated under the applicable supplement. To be eligible for these additional markups, you must maintain two or more offices located as indicated below, but not in the same town or city. Each office must be a place of business, owned or leased and maintained exclusively by you where you conduct a business of buying or selling grain, at which place and in the course of which business you employ one or more full-time salaried employees or yourself work on substantially a full-time basis. In respect to any lot of grain, one such office (hereinafter called the buying office) must buy the grain and another such office (hereinafter called the selling office) must sell the grain. No selling office shall qualify hereunder unless on January 1, 1943 it was engaged and has continuously since been engaged in the selling of grain as a substantial part of its business.

(a) *Merchandising markups permitted to such persons when they are country shippers.* If you are a country shipper under an applicable supplement and comply with the above requirements as to buying and selling offices, you will be entitled to include the appropriate maximum markup shown below in your maximum price subject to all limitations on total markups set forth in this regulation or in the applicable supplement.

(1) If you sell as a country shipper in a quantity of 60,000 pounds or more or as a carload shipment, a markup, depending on the grain being sold, of 1 cent per bushel if oats; or 1¼ cents per bushel if barley; or 1¼ cents per bushel if corn; or 1½ cents per bushel if wheat; or 4 cents per 100 pounds if grain sorghums, *Provided:*

(i) The lot is shipped from the point at which you receive it from your supplier and is sold on a recognized grain exchange by your selling office, or

(ii) The lot is shipped by rail or barge and after such shipment and before delivery to your customer, is unloaded into an elevator or warehouse by or for your account, or

(iii) The lot is sold by your selling office to a feeder, retailer or processor who was a regular customer of your selling office for such grain prior to January 1, 1943; or

(iv) Your selling office is located at least 200 miles from your buying office and the lot is shipped to and received by your customer at a point at least 200 miles apart from the point at which you received the lot from your supplier.

(2) If you sell as a country shipper in a quantity of 60,000 pounds or more or as a carload shipment, a markup, depending on the grain being sold, of 1½ cents per bushel if oats; or 2 cents per bushel if barley; or 2 cents per bushel if corn; or 2¼ cents per bushel if wheat, *Provided:*

(i) The lot is shipped to and received by your customer at a point at least 1,000 miles from the point at which you receive the lot from your supplier, and your selling office is at least 1,000 miles apart from your buying office; or

(ii) Your selling office is located at least 200 miles from your buying office, the lot is shipped to and received by your customer at a point at least 200 miles apart from the point at which you received the lot from your supplier, *and* before delivery to your customer, the grain is unloaded into an elevator or warehouse by you or for your account, or

(iii) Prior to January 1, 1943 and continuously since that date you have maintained at a terminal base point city two selling offices which are and have been operated as separate businesses, and one of which is the central selling office for your country elevators and/or country buying offices which have bought the lot in question while the other is strictly a terminal merchandising office buying grain in carload quantities from other persons as well as handling grain turned over to it by your other office, and which sells the lot in question. In order to qualify under this paragraph, the selling office for your country department must have sold grain independently to other persons, and your terminal merchandising department must have bought grain independently from other persons, both in addition to the grain transferred from the one to the other. Furthermore, before qualifying under this paragraph, a business so organized shall within 60 days from the effective date of the applicable supplement file with the District or Regional Office of the state in which such offices are located, an application to operate in such manner, stating in all necessary detail the location and nature of the two offices, the country elevators and buying offices served, terminal elevators operated at that point, if any, whether the two offices keep separate books, and the volume of grain business in bushels done by each office with other persons as well as with each other during the crop year 1941–42.

(3) If you sell as a country shipper in a quantity of 60,000 pounds or more or as a carload shipment, a merchandising markup of 2 cents per bushel if oats; 2¾ cents per bushel if barley; 2¾ cents per bushel if corn; or 3 cents per bushel if wheat, *Provided:*

(i) Your selling office is located at least 1,000 miles from your buying office, the lot is shipped to and received by your customer at a point at least 1,000 miles apart from the point at which you received the lot from your supplier, and before delivery to your customer the grain is unloaded into an elevator or warehouse by you or for your account.

(4) Qualifying under more than one of the tests set forth in subparagraph (1) does not entitle you to a greater markup, than qualifying under a single test, except to the extent that a higher markup may be provided for combinations of tests as set forth in subparagraphs (2) and (3). The markups provided in subparagraphs (1), (2) and (3) are not cumulative.

(b) *Extra merchandising markups permitted to such persons when they are merchandisers.* If you are a merchandiser under an applicable supplement and comply with the above requirements as to buying and selling offices, you will be entitled to add to any merchandising markup you may otherwise include in your maximum price, the appropriate extra markup shown below, subject to all limitations on total markups set forth in this regulation, or in an applicable supplement.

(1) If you sell as a merchandiser in a quantity of 60,000 pounds or more, or as a carload shipment, an extra markup, depending on the grain being sold, of ½ cent per bushel if oats; or ¾ cent per bushel if barley; or ¾ cent per bushel if corn; or ¾ cent per bushel if wheat; or 2 cents per 100 pounds if grain sorghums, *Provided:*

(i) The lot is shipped by rail or barge and after such shipment and before delivery to your customer, is unloaded into an elevator or warehouse by or for your account, or

(ii) Your selling office is located at least 200 miles from your buying office and the lot is shipped to and received by your customer at a point at least 200 miles apart from the point at which you receive the lot from your supplier, or

(iii) The lot is sold by your selling office to a feeder, retailer or processor who was a regular customer of your selling office for such grain prior to January 1, 1943.

(2) If you sell as a merchandiser in a quantity of 60,000 pounds or more or as a carload shipment, an extra markup, depending on the grain being sold, of 1 cent per bushel if oats; or 1½ cents per bushel if barley; or 1½ cents per bushel if corn; or 1½ cents per bushel if wheat; or 4 cents per 100 pounds if grain sorghums, *Provided:*

(i) The lot is shipped to and received by your customer at a point at least 1000 miles from the point at which you receive the lot from your supplier, and your selling office is at least 1000 miles apart from your buying office; or

(ii) Your selling office is located at least 200 miles from your buying office, the lot is shipped to and received by your customer at a point at least 200 miles apart from the point at which you received the lot from your supplier, and before delivery to your customer, the grain is unloaded into an elevator or warehouse by you or for your account.

(3) If you sell as a merchandiser in a quantity of 60,000 pounds or more or as a carload shipment, an extra markup, depending on the grain being sold, of 1½ cents per bushel if oats; or 2¼ cents per bushel if barley; or 2¼ cents per bushel if corn; or 2¼ cents per bushel if wheat, *Provided:*

(i) Your selling office is located at least 1000 miles from your buying office, the lot is shipped to and received by your customer at a point at least 1000 miles apart from the point at which you received the lot from your supplier, and before delivery to your customer the grain is unloaded into an elevator or warehouse by you or for your account.

(4) Qualifying under more than one of the tests set forth in subparagraph (1) does not entitle you to a greater markup, than qualifying under a single test, except to the extent that a higher markup may be provided for combinations of tests as set forth in subparagraphs (2) and (3). The markups provided in subparagraphs (1), (2) and (3) are not cumulative.

SEC. 2.6 *Rule relating to pricing by processors.* In some cases an applicable supplement or another regulation requires that a processor, in order to compute his maximum price on a processed

commodity know the maximum price he could have paid for a lot of grain received into his plant. If the processor operates a separate grain business at a different location from his processing plant, and that separate office sells grain to others besides supplying grain to the processing plant, the maximum price the processor could have paid for any lot of grain purchased by such separate grain office and delivered to the processing plant shall be deemed to be the maximum price which the grain office could have charged another person for a like sale and delivery to the processing plant: *Provided*, That before delivery to the processing plant such grain was unloaded by or for the grain office into an elevator or warehouse from which it was shipped to the processing plant as a carload or barge shipment. For example, this will permit markups to be added under section 2.5.

SEC. 2.7 *Rules relating to sales of grain for special purposes.* (a) Under an applicable supplement special treatment such as exemption from the regulation or receiving a special premium may be given to certain grains when sold for use for special purposes, and reference is made to this section for rules relating to such sales. This would apply, for example, to sales of seed grains which are exempted, and to sales of racehorse oats, malting barley and the like for which a premium may be charged under the applicable supplement. The special treatment (exemption or premiums as the case may be) is permitted only under the following conditions:

(1) Each buyer shall certify in writing to his supplier at the time he contracts for its purchase, both that such grain is being purchased for use by the buyer for the described purpose or for resale for such use, and that the grain will not be used by him or by any person affiliated with him, for any other purpose. The purchase of any lot of grain above the maximum prices established in the applicable supplement for the same grain when not sold or used for such special purpose, followed by its use by the buyer or by any affiliated person for any other purpose will be a purchase above the maximum price and a violation of the regulation: Except, that a producer who finds he has purchased more seed grain than he needs for planting, may use the excess up to a reasonable amount, for feeding to his livestock on his farm; and except that if the grain is handled in a process customary to preparation for the intended use, and part is separated as unfit for the special purpose, such part may be used by the person for other normal uses.

(b) If grain is resold for other than its intended use, or if part is used for any other purpose consistently with paragraph (a) (1), and the maximum price under the applicable supplement upon such resale or use depends upon a suppliers' maximum price, such suppliers' maximum price shall be recalculated according to the history of that particular lot of grain under the provisions of the applicable supplement and the price which the supplier charged for such grain for the special purpose shall not be used.

(c) No grain purchased for any special purpose shall be commingled with grain not purchased for the same purpose, unless and until the owner has determined to sell for a different use as provided in paragraph (b).

ARTICLE III—DEFINITIONS

SEC. 3.1 *Definitions applying to all provisions of this regulation.* The following definitions apply only to those sections of the applicable supplement which are set forth in Food Products Regulation No. 2, and not to the other sections of the supplement, unless it specifically provides otherwise.

(a) When used in this regulation, the following terms shall have the following meanings:

(1) "Person" means an individual, corporation, partnership, association or other organized group of persons or the legal successor or representative of any of the foregoing and includes the United States or any other government or any political subdivision or agency of any of the foregoing.

(2) "Bushel", as a unit of measurement of grain, means the following:

	Pounds
Oats	32
Barley	48
Corn	56
Grain sorghums	56
Wheat	60
Rye	56

(3) The terms "corn", "oats", "barley", "wheat", "rye", "grain sorghums" and "mixed grain" mean such grains as defined in Official Grains Standards of the United States.

(4) "Grain" includes the grains and mixed grain described above.

(5) "Feeder" means, with respect to any lot of grain, a person who uses such grain for feeding to animals or poultry.

(6) "His supplier" or "your supplier" means, as to any seller, the person from whom he or you purchased the grain involved.

(7) "His customer" or "your customer" means, as to any seller, the person to whom he or you sell the lot of grain involved.

(8) "Processor" means any person who converts grain into a product other than grain or mixed grain.

(9) "Carload shipment" means any lot of grain of 30,000 pounds or more when shipped by rail in such a manner as to take a carload rate under tariff requirements.

(10) "Less than carload lot" or "less than carload quantity" means a lot of grain less than 60,000 pounds, other than a carload shipment. It includes any delivery by or into truck.

(11) "Retailer" means, with respect to any lot of grain, a person who is a retailer as defined in the applicable supplement.

ARTICLE IV—PRICING PROVISIONS FOR MIXED GRAIN

SEC. 4.1 *Base price of mixed grain.* If mixed grain is received in a place of business as mixed grain, without further commingling which would change the proportion of each ingredient, it shall be priced as a withdrawal of mixed grain under the rules set forth in section 2.3 of this regulation up to the amount of any similar inbound lots of mixed grain. In all other cases (referred to as cases in which the grain becomes mixed or further mixed while owned by the seller), the maximum price of each grain in the mixture shall be determined for each grain separately according to the rules set forth in section 2.3 relating to withdrawals.

(a) If the grain becomes mixed or further mixed while owned by the seller, the base price per 100 pounds, bulk, for the mixed grain, shall be determined by multiplying the percentage of each grain and the foreign material in the mixture by its maximum price per 100 pounds (or if no maximum price is established thereon, by its reasonable value per 100 pounds) subject to the following rules:

(1) That for mixed grain, other than sample grade mixed grain, each grain in the mixture for which you have or can make a grade and quality determination shall be priced at its actual grade and quality. If grain is mixed while in your place of business you are required to make a determination of the grade and quality of each grain put into the mixture, and price such grain accordingly. All grain for which you do not have or cannot make a grade and quality determination shall be priced as follows:

(i) Oats shall be priced as No. 3 oats with a test weight of 27 pounds;

(ii) Barley shall be priced as No. 3 barley with a test weight of 43 pounds;

(iii) Grain sorghums shall be priced as No. 3 grain sorghums;

(iv) Corn shall be priced as No. 3 yellow corn;

(v) Rye shall be priced as No. 3 rye;

(vi) Wheat shall be priced as No. 2 hard winter wheat, less 5 cents per bushel; except that if purchased from Commodity Credit Corporation it shall be priced at the highest price at which it may be sold under the purchase agreement with the Commodity Credit Corporation.

(2) That for sample grade mixed grain, each grain in the mixture shall be priced as sample grade grain of its kind.

SEC. 4.2 *Maximum prices for sales of mixed grain.* (a) The maximum price per 100 pounds, bulk, for the sale of any mixed grain by the person who produced it, if naturally mixed, or by the person who mixed the grain, shall be computed as provided in the applicable supplement covering the predominant grain in the mixture by using, in place of the base price, formula price, or supplier's maximum price appearing in the pricing provision of the applicable supplement the base price computed as above.

(b) The maximum price per 100 pounds, bulk, for the sale of any lot of mixed grain which you purchased as mixed grain shall be your supplier's maximum price on the sale and delivery to you, plus such additions as are provided in the applicable supplement for the predominant grain in the mixture, all figures being converted to a per 100 pound basis.

(c) The maximum price per 100 pounds, bulk, for the sale of that mixed grain known to the industry as "Stub Oats" (which are described as oats of small, plump berry containing a mixture of groats, small-grained barley, and wheat resulting from a separation and sizing process) when testing at least 40 pounds per bushel, shall be the maximum price for No. 3 oats with a test weight of 40 pounds per bushel as determined under Supplement No. 2 to this regulation, Oats.

(d) All sales of mixed grain shall be at a price per 100 pounds and all base prices, formula prices, markups, elevation charges, and other factors stated on a per bushel basis shall be converted to a per 100 pound basis.

SEC. 4.3 *Applicability of this article.* (a) This article has no application to sales of mixed grain under a registered brand name as a Scratch Feed, which shall be subject to the provisions of Maximum Price Regulation 378, as amended.

(b) This regulation applies to all sales of mixed grain to any person for further processing.

ARTICLE V—SALES ON CONTRACT FUTURES MARKETS

SEC. 5.1 *Maximum prices for sales of grain on futures markets.* The maximum price per bushel, bulk, for the sale of any grain on any futures market designated as a contract market under authority of the Commodity Exchange Act shall be the base price, or formula price determined under the applicable supplement at the point of delivery required by the contract for the grade and quality stipulated in such contract, plus the amounts provided in the applicable supplement for one merchandising markup, one commission merchant's service charge, and one elevation charge. Upon delivery no additional charges, such as a loading out charge, may be made to the buyer. In connection with any limitations in the applicable supplement on the total number or amount of markups or the total amount of service charges that may be included in a maximum price, the above maximum price shall be deemed to include one merchandising markup, one commission merchant's service charge, and one elevation charge.

This regulation shall become effective July 26, 1944.

NOTE: The record keeping and reporting requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 21st day of July 1944.

IVAN D. CARSON,
Acting Administrator.

Approved: July 11, 1944.

GROVER B. HILL,
Acting War Food Administrator.

[F. R. Doc. 44-10911; Filed, July 21, 1944; 11:34 a. m.]

PART 1351—FOOD AND FOOD PRODUCTS

[FPR 2, Supp. 1]

SALES OF GRAIN BY RETAILERS

In the judgment of the Price Administrator, it is necessary and proper to establish permanent maximum prices for the sale and delivery of grain to feeders out of a retail store. The prices established herein are, in the judgment of the Administrator, generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942, as amended, and of Executive Orders Nos. 9250 and 9328.

Maximum Price Regulation 511, 2nd Revised Maximum Price Regulation 346 and Revised Maximum Price Regulation 487, as amended, are superseded insofar as they establish maximum prices for the sale and delivery of grain by retailers as they are defined herein.

Such specifications and standards as are used in this supplement, were, prior to such use, in general use in the trade or industry.

A statement of the considerations involved in the issuance of this supplement, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

FOOD PRODUCTS REGULATION NO. 2, SUPP. 1—SALES OF GRAIN BY RETAILERS

Sec.
1. Applicability.
2. Sales at other than maximum prices.
3. Evasion.
4. Applicability of certain provisions of Food Products Regulation No. 2.
5. Definitions.
6. Maximum prices for sales by retailers.
7. Base prices.

AUTHORITY: Secs. 1 to 7, inclusive (1351.-391), issued under 56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.

EXPLANATION OF THE RELATION OF THIS SUPPLEMENT TO FOOD PRODUCTS REGULATION NO. 2

Not all of the provisions affecting the maximum prices for sales of grain by retailers are stated in this supplement. Those which are not specifically set forth here are stated in Food Products Regulation No. 2, and they are just as much a part of this Supplement as if they were printed here.

The particular sections of Food Products Regulation No. 2 which are applicable to this supplement are listed at appropriate places in the provisions which follow. When any applicable section of the regulation is amended, the amendment also is applicable to this Supplement.

SECTION 1. *Applicability.* Except for those sales exempted by paragraph (a) of this section, this supplement shall apply to all sales of grain by retailers, and to all deliveries of such grain, whether immediate or future.

(a) *Exempt sales*—(1) *Export sales.* This supplement shall not apply to any export sale. The maximum price for such sales shall be determined in accordance with the provisions of the 2nd Revised Maximum Export Price Regulation, as amended.

(2) *Emergency purchases.* Section 1.2 (a) of Food Products Regulation No. 2, dealing with the exemption of emergency purchases, is applicable to this supplement.

(3) *Seed grains and racehorse oats.* This supplement shall not apply to sales by retailers of grains used for seed for planting, or of racehorse oats as they are defined in Supplement No. 2 to Food Products Regulation No. 2. Section 2.7 of Food Products Regulation No. 2, dealing with special rules for such sales is applicable to this supplement.

SEC. 2. *Sales at other than maximum prices.* (a) Regardless of any contract or obligation, no retailer shall sell or deliver, and no person shall, in the course of trade or business, buy or receive, any commodity covered by this supplement at a price above the maximum price established by this supplement, nor shall any person agree, solicit, offer or attempt to do any of the foregoing: *Provided, however*, That certain agreements to raise prices are permissible, as provided for in subparagraph (1) of this paragraph.

(1) *Adjustable pricing.* Section 1.2 (b) of Food Products Regulation No. 2, dealing with adjustable pricing, is applicable to this supplement.

(b) Prices lower than the maximum prices established by this supplement may of course, be charged or paid.

SEC. 3. *Evasion.* Any method whereby a seller obtains greater consideration than the maximum price, or whereby he gives less than the consideration due the buyer for the maximum price is an evasion of this supplement, and therefore prohibited; and any offer or agreement which accomplishes or attempts to accomplish such results is equally prohibited.

SEC. 4. *Applicability of certain provisions of Food Products Regulation No. 2.* (a) Provisions relating to the following matters are set forth in Food Products Regulation No. 2, and the sections of that regulation listed below are applicable to and made a part of this supplement as though set forth herein in full.

(1) *Documents, records and reports.* (Sec. 1.2 (c))
(2) *Licensing.* (Sec. 1.2 (d))
(3) *Enforcement.* (Sec. 1.2 (e))
(4) *Protests and petitions for amendment.* (Sec. 1.2 (f))
(5) *Rule relating to commingling.* (Sec. 2.2)
(6) *Pricing provisions for mixed grain.* (Article IV)

(b) In addition, various other provisions of Food Products Regulation No. 2 are applicable to and made a part of this supplement. References to such provisions are made at appropriate points throughout the supplement.

SEC. 5. *Definitions.* When used herein (either in provisions specifically set out in this supplement, or in those provisions of Food Products Regulation No. 2, which are applicable), the following terms shall have the following meanings:

(1) "Person" means an individual, corporation, partnership, association or other organized group of persons or the legal successor or representative of any of the foregoing and includes the United States or any other government or any political subdivision or agency of any of the foregoing.

(2) "Store" means a building where a regular business of selling and delivering grain and/or feeds to feeders is

*Copies may be obtained from the Office of Price Administration.

carried on, and where the owner or one or more of his employees work on a substantially full-time basis in such business or in a general retail business of which such grain and feed business is a part. If several employees divide their time between the retail business and other work, the requirement of a substantially full-time employee will be satisfied if the aggregate time which the several employees spend in the retail business equals a full work day for one person. Occasional sales of grain and feed to other than feeders may be made, but only as an incidental part of the business if its status as a "store" is to be maintained.

(3) "Retailer" means, with respect to any lot of grain or feed, a person who receives such grain or feed into his store, and sells and delivers it to a feeder.

(4) "Your cost" means, with respect to any lot received into your store, your supplier's charge to you plus your transportation cost, if any, to your store from the point at which your supplier delivers the lot to you.

(5) "Your transportation cost" means:

(i) If you employ a common carrier, contract carrier or other carrier for hire or compensation, the charge which you actually incur for the transportation service; or

(ii) If you do your own hauling by truck or wagon, the hauling allowance at the scale set forth in definition (6), or

(iii) When any movement involves a combination of more than one of the types of transportation included in (i) and (ii) the transportation cost for the movement of each type shall be computed separately and the results added.

(6) "Hauling allowance" means the following scale of charges:

(i) If the total haul does not exceed 100 miles—3 cents per 100 pounds for the first five miles or fraction thereof plus 1 cent per 100 pounds for each additional five miles or fraction thereof;

(ii) If the haul exceeds 100 miles, the lowest carload rail rate applicable to the commodity from the rail point nearest the point of origin to the rail point nearest point of destination plus 8 cents per 100 pounds, but not to exceed 22 cents per 100 pounds, plus ¼ cent per 100 pounds for each five miles or fraction thereof over 100 miles.

(iii) In applying the above mileage scale all distances shall be determined via the shortest route between point of origin and point of destination reasonably suitable for truck movement.

(7) "Bushel", as a unit of measurement of grain means the following:

	Pounds
Oats	32
Barley	48
Corn	56
Grain Sorghums	56
Wheat	60
Rye	56

(8) The terms "corn", "oats", "barley", "wheat", "rye", "grain sorghums" and "mixed grain" mean such grains as defined in Official Grain Standards of the United States.

(9) "Grain" refers to oats, barley, grain sorghums, corn, wheat, and all mixed grains.

(10) "Commodity" means a kind of grain, except that if a retailer sells on grade as to any particular grain, each grade or quality on which he bases a separate price shall be a different "commodity" hereunder. Retailers are not, however, required to sell grains according to grade or quality.

(11) "Feeder" means, with respect to any lot of grain, a person who uses such grain for feeding to animals or poultry.

(12) "His supplier" or "Your supplier" means, as to any seller, the person from whom he or you purchased the grain involved.

(13) "His customer" or "Your customer" means, as to any seller, the person to whom he or you sell the lot of grain involved.

(14) "Carload shipment" means any lot of grain of 30,000 pounds or more when shipped by rail in such a manner as to take a carload rate under tariff requirements.

(15) "Less than carload lot" means a lot of grain of less than 60,000 pounds, other than a carload shipment. It includes any delivery by or into a truck.

(16) "Carload receipt" means, as to any grain received into your store, a lot which your supplier delivered to you, pursuant to a sale to you, in a carload quantity. If the term carload quantity is defined in the regulation establishing a maximum price on the delivery to you, it shall have the same meaning in this supplement; if it is not so defined, it shall mean a quantity of 60,000 pounds or more or any carload shipment.

(17) "Less than carload receipt" means as to any grain received into your store, a lot which your supplier delivered to you in less than carload quantity. The term less than carload quantity means any quantity other than a carload quantity or pool car lot.

SEC. 6. *Maximum prices for sales by retailers.* You are a retailer under this supplement only on sales to feeders of grain which you have handled through your "store". The maximum price for any sale by you as a retailer is determined by adding the applicable markup, delivery charge and addition for bags, if any, shown in paragraphs (a), (b), and (c) of this section, to a base price determined under section 7 of this supplement. (Several ways of determining a base price are provided, and you may choose the method which best fits your actual practices.)

(a) *Maximum markups.* The maximum markup for the sale of any grain as a retailer shall be:

(1) $4.00 per ton of 2,000 pounds (or 20 cents per 100 pounds), or,

(2) If you customarily sell at a "per bushel" price, the appropriate one of the following:

	Cents
Oats	6½
Barley	9½
Corn	11
Wheat	12
Grain Sorghums	11

(b) *Delivery charge.* (1) If you use a common carrier, contract carrier, or other carrier for hire or compensation, the maximum delivery charge from your store shall be the charge you incur.

(2) If you do your own hauling, your delivery charge shall be:

$1.00 per ton for distances of not more than 5 miles; or,

$1.50 per ton for distances over 5 miles; or,

At your option, the "hauling allowance" as defined herein.

(i) Any Regional Administrator, or any District Director authorized by the appropriate Regional Administrator, may adjust the delivery charge provided in this subparagraph (2) insofar as it applies to deliveries to a specified locality from any named point or points, when it appears that the nature of the haul is such that the charges otherwise permitted are, in view of the unusual local conditions, inadequate and are likely to disrupt the movement of the commodity to that locality.

(c) *Addition for bags.* If you receive grain in bulk and deliver it in bags furnished by you, you may add the reasonable value of the bags, not exceeding any maximum price thereon.

SEC. 7. *Base prices.* In this section, 6 methods for arriving at base prices are provided for use by you on your sales to feeders out of your store. Obviously, you use as your base price for sales for immediate delivery, the base price appropriate at the time of the sale and delivery. On sales for future delivery, you may use the base price appropriate at the time of sale if delivery is made within 60 days, or you may agree to use the base price that will be appropriate at the time of delivery.

In connection with each method, provision is made for the records that you must keep if you use that method. These are in addition to the standard record keeping provisions found in section 1.2 (c) of Food Products Regulation No. 2. In many instances you will, for any commodity, be able to use any number of the methods outlined. In such a case, you may use the method or, where not prohibited below, the several methods you think will be most convenient for you. If you choose, you may vary your methods and use one for one commodity and another for a different commodity, and, under the conditions specified below, change from one method to another for the same commodity.

(a) *First method: Cost of the lot.* (1) If you maintain the identity of each receipt into your store, you may use as the base price on resale of such a receipt "your cost" on that receipt. You may use this method of figuring a base price for all your sales as a retailer even if you also occasionally sell part of such a receipt as a wholesaler, or otherwise.

(2) *Posting.* If you use this method, you may post your maximum price conspicuously in your store. If you do so, and if you keep some permanent record of your posted prices, you will be relieved of keeping the records of your sales otherwise required by section 1.2 (c) of Food Products Regulation No. 2.

(b) *Second method: First in first out.* (1) If you do not wish to maintain the identity of each receipt of a commodity into your store, you may use as your base price for your sales as a retailer, "your cost" on your oldest receipt in stock at the time you are fixing a maximum price. To determine your oldest receipt in stock, you must first estimate your present inventory of a commodity and then consult your invoices for your most recent receipts into your store up to a total weight equal to your estimated inventory. From these invoices, choose the oldest receipt, and from that, you can arrive at "your cost" of your oldest receipt in stock. You use this as your base price for all sales of the commodity until you have sold, either on the basis of this price or at the price referred to in paragraph (g), an amount of the commodity equal to the weight of that receipt. Thereafter, you use the next oldest receipt.

(2) *Posting and records.* If you use this method, you must post, conspicuously in your store, your maximum price for each commodity whose base price is figured by this method. You must also keep a record, in some form, of the total quantity sold at any maximum price.

(c) *Third method: Weighted average of cost.* (1) If you qualify to use the second method, you may use as your base price on your sales as a retailer, a weighted average of your costs on any two or more lots you select instead of using your cost on individual lots. You arrive at this weighted average by multiplying "your cost" on your oldest receipt in stock (determined as explained in section 7 (b) (1) above, except that you disregard any receipt, and its cost, that you are excluding from the average) by the weight of such receipt and by multiplying your cost on each of your more recent receipts by the weight of each such receipt, adding the results and dividing by the total weight of the lots averaged. This average price shall be your base price for all sales of the commodity, except for sales of those lots not included in the average, from the time you determine the average price until you have sold, either on the basis of the price so figured or at the price referred to in paragraph (g), an amount of the commodity equal to the total weight averaged. You may, however, at any time prior thereto, calculate a new average base price. In doing so, you use as your oldest receipt the unsold weight included in the previous average, and you use as your cost of such receipt the previous average base price.

(2) *Posting and records.* If you use this method, you must post, conspicuously in your store, your maximum price for each commodity whose base price is figured by this method. You must keep a record in your files of the calculation upon which such price was determined, and, in some form, a record of the total quantity sold at any maximum price.

(d) *Fourth method: Weekly selling price.* (1) The first three methods depend upon your keeping some record of the quantity received and sold. This fourth method, the weekly selling price method, permits the calculation of a base price (and therefore of a maximum price) without regard to quantity sold or its relation to the quantity received. Under this method you calculate your base price for each commodity for which you use this method, once each week. You select a day for calculations and recalculate on that day each week thereafter (except that when that day falls on a legal holiday, you recalculate on the next business day). For each commodity for which you calculate a weekly selling price, you may use, to arrive at your base price, either one of the following methods which is appropriate.

(i) *Average cost.* You may calculate a base price for use for one week by reference to your costs of receipts in stock. Whenever you begin to use this method, you may use as your base price the weighted average of your cost of your last receipt of the commodity and of all receipts of the commodity for the 28 days preceding such last receipt. You use this as your base price for all sales of the commodity for the first week. Upon the next and all succeeding calculation days, you refigure your base price by taking a weighted average of your cost of your last receipt and of any other receipts of the commodity during the 14 day period preceding such last receipt.

(ii) *Supplier's list price.* If you can establish, by your old list prices or otherwise, that you have customarily figured some or all of your selling prices on the basis of the list price of a customary supplier and provided that you have not customarily kept records adequate for the computation of a base price under (i) above, you may use as your base price for any commodity for any week, the price shown on the list for that week of the customary supplier whose list you customarily used for that commodity.

(2) *Posting and records.* If you use this method, you must post your maximum price conspicuously in your store and retain a permanent record in your files of your maximum and selling prices for the week, and the basis on which such price was determined. You need not keep a record of the quantity sold during any one week.

(3) If you wish to discontinue using this method, you may do so only if, on the next calculation day, you take an inventory of the commodity. You then may treat the amount in inventory as a receipt on which your cost is the base price you would compute for the succeeding week. Subsequently, you may use any of the other methods applicable.

(e) *Fifth method: Supplier's maximum price.* (1) If you wish to check your supplier's maximum price to you and be responsible for its accuracy as to all your sales of a commodity, you may use, in lieu of "your cost" under any of the above methods, your supplier's maximum price on the sale to you plus your transportation cost if any, to your store.

(2) *Records.* If you use this method, you must preserve in your store a permanent record of the evidence from which you ascertained your supplier's maximum price, in addition to the records required by the method under which you use your supplier's maximum price in lieu of "your cost."

(f) *Sixth method: Withdrawals.* (1) If you are a processor or manufacturer of some grain products or feeds you sell, and if you also sell grains to feeders from a store, your sales of grain from your store are covered by this supplement. If, on arrival, you segregate those of your receipts which you will use only for resale as a retailer, you may establish a base price for the sale of such grains under any of the methods provided above. However, if any grain you sell as a retailer is not so segregated on receipt all of your receipts which are commingled are subject to the provisions relating to withdrawals set forth in section 2.3 of Food Products Regulation No. 2 which is hereby made applicable to this supplement. Each lot must be withdrawn, as provided in section 2.3 of Food Products Regulation No. 2. Following such withdrawal, you figure your base price for sales at retail as follows:

(i) If you make a withdrawal only for an individual sale at retail, your base price is the withdrawal price figured under section 2.3.

(ii) If you make a general withdrawal for a separate stock for sales at retail, each such withdrawal may be considered as a receipt into your retail stock, and "your cost" on such a receipt is the withdrawal price figured under section 2.3 of Food Products Regulation No. 2. Thereafter you may use any of the methods set forth in (a), (b), (c) or (d) above.

(2) *Records.* If you are subject to this method of figuring a base price, you must keep the records provided for in section 2.3, in addition to those provided for in connection with the pricing method you use.

(g) *Occasional sales.* Those occasional sales that a seller makes from his store to persons other than feeders and which he is permitted to make without having his place of business lose its status as a "store" under this regulation, are not priced under this supplement. The maximum price for such a sale is determined under the supplement covering sales other than at retail of the grain.

This supplement shall become effective on the 26th day of July 1944.

NOTE: The record-keeping provisions of this supplement have been approved by the Bureau of the Budget, in accordance with the Federal Reports Act of 1942.

Issued this 21st day of July 1944.

IVAN D. CARSON,
Acting Administrator.

Approved: July 11, 1944.

GROVER B. HILL,
Acting War Food Administrator.

[F. R. Doc. 44-10912; Filed, July 21, 1944; 11:33 a. m.]

PART 1351—FOOD AND FOOD PRODUCTS

[FPR 2, Supp. 2]

OATS

In the judgment of the Price Administrator, it is necessary and proper to establish permanent maximum prices for the sale and delivery of oats. The prices established herein are, in the judgment of the Administrator, generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of

1942, as amended, and of Executive Orders Nos. 9250 and 9328.

Maximum Price Regulation 511, as amended, is superseded insofar as it establishes maximum prices for the sale and delivery of oats.

Such specifications and standards as are used in this supplement were, prior to such use, in general use in the trade or industry.

A statement of the considerations involved in the issuance of this supplement, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

FOOD PRODUCTS REGULATION NO. 2, SUPPLEMENT 2—OATS

Sec.

1. Applicability.
2. Sales at other than maximum prices.
3. Evasion.
4. Applicability of provisions of Food Products Regulation No. 2.
5. Definitions and explanation of the supplement.
6. Base prices.
7. Maximum prices for sales by producers.
8. Maximum prices for sales by trucker-merchants.
9. Maximum prices for sales by country shippers.
10. Maximum prices for sales by merchandisers.
11. Maximum prices for purchases and sales by importers.
12. Limitations on total markups of country shippers and merchandisers and on service charges of commission merchants and brokers which may be included in a maximum price.
13. Rules relating to additions to the maximum price.
14. Separate invoicing of charges, markups, and costs.

Appendix A—Table I (a) Schedule of premiums and discounts over or under standard grade and quality.

Table I (b) Method of adjusting prices for grade and quality.

Appendix A—Table II Description of "Area A".

Appendix A—Table III Base prices at barge loading points.

Appendix A—Table IV List of State and County base prices in "Area B".

AUTHORITY: Secs. 1 to 14, inclusive, (§ 1351.392) issued under 56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.

EXPLANATION OF THE RELATION OF THIS SUPPLEMENT TO FOOD PRODUCTS REGULATION NO. 2

Not all of the provisions affecting the maximum prices for sales of oats are stated in this supplement. Those which are not specifically set forth here are stated in Food Products Regulation No. 2, and they are just as much a part of this supplement as if they were printed here.

The particular sections of Food Products Regulation No. 2 which are applicable to this supplement are listed at appropriate places in the provisions which follow. When any applicable section of the regulation is amended, the amendment also is applicable to this supplement.

SECTION 1. *Applicability.* Except for those sales exempted by paragraph (a) of this section, this supplement shall apply to all sales of imported and domestic oats, to all deliveries of such oats, whether immediate or future, and to all purchases in the course of trade or business of Canadian oats to be imported into the United States.

(a) *Exempt sales*—(1) *Sales by retailers.* This supplement shall not apply to sales by retailers as defined herein. Supplement No. 1 to Food Products Regulation No. 2 shall apply.

(2) *Export sales.* This supplement shall not apply to any export sale. The maximum price for such sales shall be determined in accordance with the provisions of the 2nd Revised Maximum Export Price Regulation, as amended.

(3) *Emergency purchases.* Section 1.2 (a) of Food Products Regulation No. 2, dealing with the exemption of emergency purchases, is applicable to this supplement.

(4) *Seed oats.* This supplement shall not apply to sales of oats which the buyer intends to use for seed for planting or to resell for ultimate use as seed for planting. Section 2.7 of Food Products Regulation No. 2, dealing with special rules for such sales, is applicable to this supplement.

(5) *Prior contracts.* This supplement shall not apply to deliveries made prior to August 1, 1944 pursuant to contracts for oats entered into before the date of issuance of this supplement, if such contracts complied with the provisions of Maximum Price Regulation 511, as amended.

SEC. 2. *Sales at other than maximum prices.* Regardless of any contract or obligation, no person shall sell or deliver, and no person shall in the course of trade or business buy or receive, any oats covered by this supplement at a price above the maximum price established by this supplement, nor shall any person agree, solicit, offer, or attempt to do any of the foregoing: *Provided, however,* That certain agreements to raise prices are permissible, as provided for in paragraph (a) of this section.

(a) *Adjustable pricing.* Section 1.2 (b) of Food Products Regulation No. 2, dealing with adjustable pricing, is applicable to this supplement.

(b) Prices lower than the maximum prices established by this supplement may, of course, be charged or paid.

SEC. 3. *Evasion.* Any method whereby a seller obtains greater consideration than the maximum price, or whereby he gives less than the consideration due the buyer for the maximum price, is an evasion of this supplement, and, therefore, prohibited; any offer or agreement which accomplishes or attempts to accomplish such results is equally prohibited.

SEC. 4. (a) *Applicability of provisions of Food Products Regulation No. 2.* All provisions of Food Products Regulation No. 2 are applicable to and made a part of this supplement. The sections of Article I not heretofore referred to, and the sections of Articles II, III, IV, and V, with an indication of their subject matter, follows:

ARTICLE I

Section 1.2 (c) Documents, records and reports.
Section 1.2 (d) Licensing.
Section 1.2 (e) Enforcement.
Section 1.2 (f) Protests and petitions for amendment.

ARTICLE II

Section 2.1 Rules relating to delivery.
Section 2.2 Rules relating to commingling.
Section 2.3 General rules for determining the prices applicable to a withdrawal from a place of business. (This includes both provisions for averaging and for selling without averaging.)
Section 2.4 Limitation on markups by persons having certain agreements with their suppliers under which the supplier receives a rebate, dividend, or share of the profit.
Section 2.5 Rules providing markups for persons performing several marketing functions—the so-called "integrated business" rule.
Section 2.6 Pricing grains handled by processors when used in processing.
Section 2.7 Rules respecting sales of grain exempted, or for which a premium may be paid on basis of ultimate use.

ARTICLE III

Section 3.1 Definitions.

ARTICLE IV

Section 4.1 Base price of mixed grain.
Section 4.2 Maximum prices for sales of mixed grain.
Section 4.3 Applicability of this article.

ARTICLE V

Section 5.1 Sales on contract futures markets.

SEC. 5. *Definitions and explanation of the supplement*—(a) *Definitions appearing in Food Products Regulation No. 2.* The definitions of the following terms, set forth in the designated sections of Food Products Regulation No. 2, are applicable to all the provisions of this supplement:

(1) "Person": Section 3.1 (a) (1) of Food Products Regulation No. 2.
(2) "Bushel": Section 3.1 (a) (2) of Food Products Regulation No. 2.
(3) "Oats" and "mixed grain": Section 3.1 (a) (3) of Food Products Regulation No. 2.
(4) "Feeder": Section 3.1 (a) (5) of Food Products Regulation No. 2.
(5) "His supplier" or "your supplier": Section 3.1 (a) (6) of Food Products Regulation No. 2.
(6) "His customer" or "your customer": Section 3.1 (a) (7) of Food Products Regulation No. 2.
(7) "Processor": Section 3.1 (a) (8) of Food Products Regulation No. 2.
(8) "Carload shipment": Section 3.1 (a) (9) of Food Products Regulation No. 2.

*Copies may be obtained from the Office of Price Administration.

(9) "Less than carload lot" and "less than carload quantity": Section 3.1 (a) (10) of Food Products Regulation No. 2.

(b) *Additional definitions.* When used in this supplement, the following terms shall have the following meanings:

(1) "Test weight per bushel" means that factor in determining the grade of oats under the method prescribed in the Official Grain Standards of the United States.

(2) "Racehorse oats" means oats grading No. 2 oats or better, with a test weight of 38 pounds per bushel or better, which have been carefully sized and recleaned to contain less than one percent foreign material and to remove all string, metal, and foreign substance, and which the buyer intends to use for feeding to thoroughbred horses or to resell for ultimate use for such purpose.

(3) "United States," when it refers to an area, means the 48 states and the District of Columbia.

"Area A" means the surplus producing areas of oats in the United States, as described in Table II of Appendix A.

"Area B" means all parts of the United States not included in "Area A."

(4) "Your transportation cost" means

(i) If you employ a common carrier, contract carrier, or other carrier for hire or compensation, the charge which you actually incur for the transportation service; or

(ii) If you do your own hauling by truck or wagon, the hauling allowance at the scale set forth in definition (5); or

(iii) If you transport the lot by barge or vessel owned, leased, or chartered and operated by you, the going rate for the same movement, if there is such a going rate, or if there is no going rate for the same movement, then the going rate for the most similar movement not to exceed the reasonable value of the service; or

(iv) When any movement involves a combination of more than one of the types of transportation included in (i), (ii), and (iii), the transportation cost for the movement of each type shall be computed separately and the results added.

(v) If any part of the movement is by barge or vessel, you may add customary vessel brokerage, cargo insurance, and outturn insurance or allowance on such lot, to the extent not included in the cost computed under (i) or (iii) above.

(5) "Hauling allowance" means the following scale of charges:

If the total haul does not exceed 100 miles—3 cents per 100 pounds for the first five miles or fraction thereof plus 1 cent per 100 pounds for each additional five miles or fraction thereof;

If the haul exceeds 100 miles, the lowest carload rail rate from the rail point nearest the point of origin to the rail point nearest point of destination plus 8 cents per 100 pounds, but not to exceed 22 cents per 100 pounds plus ¼ cent per 100 pounds for each five miles or fraction thereof over 100 miles.

In applying the above mileage scale all distances shall be determined via the shortest route between point of origin and point of destination reasonably suitable for truck movement.

(6) "Producer" means, with respect to any lot of oats, grown in the United States, either.

(i) The person who grew or harvested such lot of oats; or

(ii) A landlord who received such lot of oats as or in lieu of rent for the farm where grown; or

(iii) Any person who delivers the oats to his customer at the farm where grown or at roadside near such farm. The result of this is that if you do not deliver the oats to your customer off the farm where grown you do not secure a higher price than the person who grew them would have received.

(7) "Country shipper" means, with respect to any lot of oats, a person who purchases and receives the oats from a producer in any quantity before any movement by rail car or barge, and (i) delivers them to his customer at a point which is neither on the farm where grown nor at roadside near such farm, and (ii) delivers them in any manner other than as a trucker-merchant or as a retailer.

(8) "Trucker-merchant" means, with respect to any lot of oats, a person who purchases such oats for resale and without loading them into a barge or railroad car or unloading them into an elevator or warehouse for his own account and use, transports and delivers the same to his customer in a truck or wagon owned or leased and operated by him.

(9) "Merchandiser" means, with respect to any lot of oats owned by him, a seller, other than a retailer, for whom a maximum price is not otherwise provided in this supplement. In other words, he is a person who merchandises the oats other than as a producer, country shipper, trucker-merchant, importer, or retailer.

(10) "Retailer" means, with respect to any lot of oats, a person who unloads such oats into his store and sells and delivers them to a feeder.

(11) "Store" means a building where a regular business of selling and delivering grain and/or feeds to feeders is carried on, and where the owner or one or more of his employees work on a substantially full-time basis in such business or in a general retail business of which such grain and feed business is a part. If several employees divide their time between the retail business and other work, the requirement of a substantially full-time employee will be satisfied if the aggregate time which the several employees spend in the retail business equals a full work day for one person. Occasional sales of grain and feed to other than feeders may be made, but only as an incidental part of the business if its status as a "store" is to be maintained.

(12) "Broker" means, with respect to any lot of oats, a person who, acting for the account of either seller or buyer or both, negotiates a sale or purchase of such oats for either seller or buyer or both other than as a commission merchant or as an employee of either seller or buyer. No person can be a broker as to oats owned by him.

(13) "Commission merchant" means, with respect to any lot of oats, a person who receives a carload shipment or a lot of 60,000 pounds or more on behalf of another person who is the owner thereof and negotiates or has negotiated a sale of such oats in his own name to a person other than himself on a recognized grain exchange in any of the following cities:

Buffalo, N. Y.	Louisville, Ky.
Chicago, Ill.	Memphis, Tenn.
Cincinnati, Ohio	Milwaukee, Wis.
Dallas, Tex.	Minneapolis, Minn.
Denver, Colo.	Omaha, Nebr.
Des Moines, Iowa.	Peoria, Ill.
Duluth, Minn.	St. Joseph, Mo.
Enid, Okla.	St. Louis, Mo.
Fort Worth, Tex.	Salina, Kans.
Hutchinson, Kans.	Sioux City, Iowa
Indianapolis, Ind.	Toledo, Ohio
Kansas City, Mo.	

Regardless of any of the provisions of this supplement, division of commission charges may be made with and paid to exchange members in accordance with rules of the respective exchanges which were in effect January 1, 1943, and sellers of oats who are members may receive such divisions.

(14) "Terminal base point" means any city listed in Section 6, and includes all points within the corporate or switching limits of such city.

(15) "Interior point" means any point other than a terminal base point, except that with respect to any particular lot of oats it does not include the farm where such oats were grown.

(16) "Interior rail point" means any point other than a terminal base point having facilities for the loading of railroad freight cars and from which railroad freight rates are published as provided by law.

(17) "Barge loading point" means the barge loading facility or facilities at the points specified or described as barge loading points in Table 3 of Appendix A.

(18) "Base price" means the price per bushel, with adjustments for grade and quality, as provided in section 6. These base prices shall not be used independently as maximum prices nor shall they be used in any other method than is specifically provided in the maximum pricing provisions (sections 7 to 11, inclusive).

(c) *General explanation of the pricing provisions in this supplement.* This supplement provides a maximum price for every kind of seller and for every kind of sale not exempted under other provisions of this supplement. You may not always be the same type of seller on different lots of oats that you sell, and you must consult the definitions to learn the type of seller you are in connection with any particular sale. In order that pricing provisions should be fair to every kind of handler, it has been necessary to define types of sellers more closely by

reference to the functions they perform in each transaction rather than by popular terminology used by the trade. You must, therefore, be careful to study the definitions in connection with the particular sale you want to price. After you have decided the type of seller you are on a particular sale, you look in the following sections for your maximum price.

If you are a producer, see section 7.
If you are a trucker-merchant, see section 8.
If you are a country shipper, see section 9.
If you are a merchandiser, see section 10.
If you are an importer, see section 11.
If you are a retailer, you will find your maximum price in Supplement No. 1 to Food Products Regulation No. 2.
If you are selling mixed grain, your maximum price is provided in Article IV of Food Products Regulation No. 2.

In some cases, you will find that your maximum price depends on your supplier's maximum price. In other cases, as in sections 7, 9, 10, or 11, you will find that your maximum price for the sale of a particular lot of oats depends on what is called a "base price," which you will find in section 6. Base prices are not maximum prices although sometimes you will find that the maximum price on a particular lot is the same as the base price; but more often the maximum pricing provisions provide that you deduct something from, or add something to, the base price in computing your maximum price.

SEC. 6. *Base price.* As explained in the preceding section, "base prices" are not maximum prices but are used in the determination of maximum prices. All oats do not have the same value because of variations in grade and quality, and also because oats located at one point may command a different price than oats located at another point. Base prices are, accordingly, worked out to reflect differences in grade and quality and differences in location. Generally speaking, this supplement starts any lot of oats into marketing channels with a maximum price at or near its origin, and these base prices are for the purpose of arriving at such initial maximum price for the particular grade, quality, and location. At different levels of marketing the supplement permits the addition to base prices of transportation costs, markups, and similar incidents to distribution.

In order to provide a base price for domestic oats at every point in the United States for every grade and quality, it is necessary to establish base prices by location for a "standard grade" of oats and provide premiums and discounts from that "standard grade" for other grades and qualities. The "standard grade" is No. 3 oats having a test weight of 27 pounds per bushel and a moisture content of not more than 14½ per cent. Base prices for other grades and qualities are determined by adding or subtracting the premiums and discounts provided in Table I of Appendix A to or from the corresponding price for the "standard grade;" Except, that oats grown in California and Nevada and in the counties of Lake and Klamath in Oregon are not required to be sold on grade and the base prices in paragraph (a) shall apply on all sales of such oats without discount or premium.

(a) Base prices by location for the "standard grade" of oats, and for other oats not required to be sold on grade, shall be as follows:

(1) At the following terminal base points, the prices per bushel as shown:

Terminal base point:	*Price per bushel*
Chicago, Ill	$0.76
Milwaukee, Wis	.76
Minneapolis and St. Paul, Minn	.72
Duluth, Minn., and Superior, Wis	.72
Omaha, Nebr., and Council Bluffs, Iowa	.72
Kansas City, Mo., and Kansas City, Kans	.74
St. Louis, Mo., and East St. Louis, Ill	.76
Philadelphia, Pa	.83½
Portland, Oreg	.71
Seattle and Tacoma, Wash	.71
Ogden, Utah	.75

(2) At any interior rail point in Area A the highest price determined by deducting from the base price at any terminal base point the transportation charges per bushel from such interior rail point to such terminal base point at the lowest domestic carload freight rate.

(3) At any interior point in Area A, other than an interior rail or barge loading point, the base price at the nearest interior rail point.

(4) At any barge loading point, the price set forth in Table III of Appendix A: *Provided*, That if any oats are shipped out of the barge loading point other than by barge, the base price on resale shall be the base price which would be applicable to such interior point if it were not also a barge loading point.

(5) At any interior point in Area B, the price set forth in Table IV of Appendix A opposite the state and county or parish wherein the interior point in question is situated. If any interior point lies in two price zones, its base price shall be the price of the higher zone. If any interior point lies in a zone for which no price is named, its base price shall be the highest base price in any county or parish abutting such zone.

(6) At the farm where grown (i) the base price of the nearest interior rail point or barge loading point (whichever is nearer to such farm) less 3¢ per bushel or (ii) the base price at the nearest barge loading point less 2¢ per bushel and less hauling allowance: *Provided*, That if not hauled and delivered to a barge loading point, the base price on resale shall be as in (i) above.

(b) For base prices on Canadian oats see Section 11 of this supplement.

SEC. 7. *Maximum prices for sales by producers.* You will find that the term "producer" has been defined to include several persons. It includes a person who grew or harvested the lot of oats, and a landlord who received such oats as or in lieu of rent for the farm where grown. In addition, for the purposes of the maximum pricing provisions, it includes any other person who delivers the oats to his customer on the farm where grown or at roadside near such farm, the price result of this being that you must deliver the oats to your customer away from the farm where grown or roadside nearby in order to secure a higher price than the person who grew the oats could have received.

You will not be acting as a producer in selling such oats, but as a country shipper, merchandiser, or retailer, as the case may be: *Provided*, That before selling the oats you have them transported to a store, elevator, or warehouse operated by you at which you carry on a regular business of buying and selling grain produced by others, and in the operation of which business you employ, at such place, one or more full-time salaried employees, or yourself work in such business at such place on substantially a full-time basis. Under such circumstances, your maximum price shall be determined as though you purchased the oats from another producer at such producer's maximum price on the delivery made to such store, elevator, or warehouse.

In connection with any delivery by you as a producer, if your customer performs any service or incurs any expense in connection with growing, threshing, harvesting, collecting from field, or assembling at point where available for ready transportation from farm, the reasonable value of all such services performed and the expense so incurred must be deducted when he pays you the appropriate maximum price.

The maximum price of a producer is as follows:

(a) If you deliver any lot of oats on the farm where grown or at roadside near such farm, your maximum price per bushel, bulk, shall be the base price at the farm where grown, with the following two exceptions:

(1) If there is an interior rail point on the farm, and you deliver the oats to your customer at a rail loading facility at such interior rail point, your maximum price shall be the base price at the interior rail point, less one cent per bushel if delivered to your customer loaded in a rail car or less 2 cents per bushel if not so loaded.

(2) If you are a landlord and you receive the oats from your tenant as or in lieu of rent, and if the lease or rental agreement between you provides for delivery of the oats at some point other than the farm where grown, then your maximum price for the sale of the oats to your tenant for delivery at such farm shall be the base price at the farm plus one cent per bushel.

(b) If you deliver the oats by truck or wagon from the farm where grown to an elevator or warehouse (not including a delivery to a feeder, store, or processing plant in Area B which is covered in paragraph (d) separately), your maximum prices per bushel, bulk, are as follows:

(1) If such elevator or warehouse is located within the switching, corporate, town, or city limits in which a barge loading point is located, your maximum price is the base price at such barge loading point less 2 cents per bushel.

(2) If such elevator or warehouse is located at any interior point other than a barge loading point, your maximum price is the higher of either

(i) The base price at such point less 2 cents per bushel, or

(ii) (In order to allow such elevator or warehouse to handle the oats in a competitive manner with a nearby barge loading point) The base price at the nearest barge loading point less 2 cents per bushel and less the hauling allowance provided in section 5 (b) (5) depending on the distance from the elevator or warehouse to the barge loading point.

(3) If you store the oats in any elevator or warehouse located at an interior point and deliver them to your customer in storage, your maximum price shall be the base price at such point less 1 cent per bushel, but you must either pay or have deducted from the payment of the maximum price to you all accrued storage and handling charges, including the loading out charges. If your customer is also the warehouseman, the deduction for handling and loading shall be not less than 1 cent per bushel.

(c) (1) If you deliver the oats by truck or wagon from the farm where grown to your customer at a rail loading facility at an interior rail point, without loading into cars, your maximum price per bushel, bulk, shall be the base price at such point less 2 cents per bushel; or

(2) If you deliver the oats to your customer loaded aboard a rail car or barge, and if they are delivered at point of loading, your maximum price shall be the base price at point of loading less 1 cent per bushel; or

(3) If after so loading the oats on a rail car or barge, you deliver them to your customer following a rail or barge movement, your maximum price shall be the base price at point of loading less 1 cent per bushel but plus your transportation cost from the point of loading: *Provided*, That if after such a movement you store the oats, you must either pay or have deducted from the payment of such maximum price to you all accrued storage and handling charges, and the loading out charges. If your customer is also the warehouseman, such deduction for handling and loading out shall be not less than 1 cent per bushel.

(d) You may deliver the oats by truck or wagon to either a feeder, store, or processing plant, in which case your maximum price per bushel, bulk, shall be the base price at the farm where grown plus your transportation cost from such farm to the point of delivery to your customer.

(e) If you deliver the oats to your customer in any manner other than as provided above, your maximum price shall be the base price on the farm where grown plus 1 cent per bushel.

SEC. 8. *Maximum prices for sales by trucker-merchants.* Trucker-merchant is defined as one who purchases oats for resale and, without loading them into a barge or railroad car or unloading them into an elevator or warehouse for his own account and use, transports and delivers the oats to his customer in a truck or wagon owned or leased and operated by him.

If you are a trucker-merchant under this definition, your maximum price per bushel, bulk, for the sale of any lot of oats is your supplier's maximum price on the sale and delivery to you plus your hauling allowance from the point where you received delivery from your supplier to the point of delivery to your customer: *Provided*, That if you deliver the oats to a terminal base point or a barge loading point, your maximum price shall not exceed the base price at such point less 1 cent per bushel.

Every trucker-merchant shall, with respect to every lot of oats transported by him as such, procure or prepare a statement of information which shall accompany the oats while in transit on the truck. Such statement shall set forth the name and address of the trucker-merchant and of his supplier, the date of purchase, and the grade and purchase price of the oats. Upon delivery of the oats by the trucker-merchant to his customer, a copy of the statement of information signed by the trucker-merchant shall be given to his customer showing also the transportation charge being made. Copies of this statement shall be retained by the trucker-merchant and by his customer as a part of their records.

For enforcement purposes, it is necessary that both the shipments themselves and the records of the trucker-merchant covering such shipments be inspected while in transit. Failure of a trucker-merchant to stop for such inspection in response to instructions in a sign conspicuously posted at roadsides or upon signal by an Office of Price Administration enforcement officer shall be a violation of this supplement, subject to all penalties of the Emergency Price Control Act of 1942, as amended.

SEC. 9. *Maximum prices for sales by country shippers.* "Country shipper" is defined in section 5 (b) (7) to mean, with respect to any lot of oats, a person who purchases and receives the oats from a producer in any quantity before any movement by rail or barge and delivers them to his customer at a point which is neither on the farm where grown nor at roadside near such farm, in any manner other than as a trucker-merchant or retailer.

This section sets forth the maximum prices for the ordinary "country shipper" marketing transactions. To these prices you may be entitled to add various charges which you may incur, or allowances for special handling of the oats, under the rules provided in section 13. Subject to such additions, the maximum prices per bushel, bulk, for sales by a country shipper are as follows:

(a) If you deliver the oats in a lot of 60,000 pounds or more, or as a carload shipment, loaded in a rail car or barge, or after a movement by such rail car or barge, your maximum price per bushel, bulk, shall be the base price at the point where first so loaded plus your transportation cost, if any, from such point of loading: *Provided*, That (1) If, after such a movement you store the oats, you must either pay or have deducted from the payment to you of such maximum price all accrued storage and handling charges, and the loading out charge. If your customer is also the warehouseman, such deductions for handling and loading out shall be not less than 1 cent per bushel.

(2) If your delivery, after any movement by rail car or barge, is in a less-than-carload quantity, you shall add 2 cents per bushel if delivered to a feeder, or 1 cent per bushel if delivered to any other person, to your maximum price for a carload shipment as computed in paragraph (a), and plus your transportation cost, if any: *Provided*, That if in making delivery you do your own hauling, you shall add the hauling allowance, but if the distance is more than 60 miles, you shall not add the extra markup provided in this paragraph.

(b) If you deliver the oats in any quantity stored in the elevator or warehouse to which they were hauled by truck or wagon from the farm where grown, your maximum price per bushel, bulk, shall be the base price at the point where the elevator or warehouse is located, but you must either pay, or have deducted from payment of the maximum price to you, all accrued storage and handling charges, and the loading out charges. If your customer is also the warehouseman, the deduction for handling and loading out shall be not less than 1 cent per bushel.

(1) If you deliver the oats from such elevator or warehouse, except as provided in paragraph (c), in a less-than-carload quantity, your maximum price shall be the base price at such point plus 2 cents per bushel if delivered to a feeder, or plus 1 cent per bushel if delivered to any other person, and plus your transportation cost, if any: *Provided*, That if in making delivery you do your own hauling, you shall add the hauling allowance, but if the distance is more than 60 miles, you shall not add the extra markup provided in the paragraph.

(c) If you deliver the oats to an elevator or warehouse which is within the switching, corporate, town, or city limits in which a barge loading point is located, your maximum price shall be the base price at such barge loading point less 1 cent per bushel.

(d) If you deliver the oats from the farm where grown by a for-hire truck or wagon to a store, feeder, or processor, your maximum price shall be the base price at such farm, plus 2 cents per bushel, and plus your transportation cost. (If so delivered in your own truck, you would come under the definition of "trucker-merchant" and price accordingly.)

(e) The maximum price for the sale by a country shipper of any lot of oats handled in any manner not specified above shall be the base price at the farm where grown plus 1 cent per bushel.

SEC. 10. *Maximum prices for sales by merchandisers.* With the exception of persons acting as producers, country shippers, or importers, all sellers who deliver oats in any manner other than as

trucker-merchants or retailers, are "merchandisers" by definition.

(a) This section sets forth the maximum prices for the ordinary "merchandiser" marketing transactions. All markups are subject to the limitations of section 12 of this supplement. To these prices you may be entitled to add various charges which you may incur, or allowances for special handling of the grain, under the rules provided in section 13 of this supplement. Subject to such additions, the maximum prices per bushel, bulk, for sales by a merchandiser are as follows:

(1) For all deliveries of oats, which you receive and deliver in quantities of 60,000 pounds, or more, or as a carload shipment, you calculate your maximum price by adding to your supplier's maximum price on the sale and delivery to you (or to the price of, a withdrawal as determined under section 2.3 of Food Products Regulation No. 2) your transportation cost and a markup of 1 cent per bushel.

(2) If you receive any lot of oats from your supplier by truck or wagon, and his maximum price on the sale and delivery to you exceeds the base price at the point where he delivered the oats to you, less 1 cent per bushel, you must, if you reship the oats by rail or barge or sell them in storage, use such base price less 1 cent per bushel in place of your supplier's maximum price, and after such adjustment you calculate your maximum price as provided in paragraph (1).

(3) If you deliver any lot of oats in a less-than-carload quantity, your maximum price shall be as computed in subparagraph (1) plus 2 cents per bushel if delivered to a feeder or plus 1 cent per bushel if delivered to any other person, and plus your transportation cost, if any: *Provided*, That if you do your own hauling and, therefore, your transportation cost is the hauling allowance set forth in section 5 (b) (5), and if the distance hauled is more than 60 miles, the scale is so established that it includes markups for the sale of the grain so hauled and, therefore, you shall not be permitted to add the markups provided above in such cases. The additional markups in this paragraph will not be subject to the limitations on markups as provided in section 12 of this supplement.

(b) If you deliver the oats to your customer in storage, you must either pay or have deducted from the payment of the maximum price to you all accrued storage and handling charges, and the loading out charges. If your customer is also the warehouseman, such deduction for handling and loading out shall be not less than 1 cent per bushel.

SEC. 11. *Maximum prices for purchases and sales by importers.* (a) (1) "Importer" means, with respect to any lot of oats grown outside the United States, the first person who owns such lot after entry into the United States, and who sells it through his office located in the United States or who processes it at his plant located within the United States. When he sells the oats, the importer will be either a merchandiser, trucker-merchant, or retailer, according to the manner in which he sells.

(2) "Canadian oats" means any lot of oats grown in Canada which is either:

(i) To be imported into the United States, or

(ii) Still owned by the importer of such lot.

(3) "Cif" (cost, insurance, freight) means, with respect to the price of any lot of oats delivered by vessel, the price delivered alongside or on the vessel at the port where discharged, the seller having paid all customary expenses to that point and also marine insurance and freight to the delivery port, together with any export taxes, or other fees or charges, if any, levied because of exportation. The buyer shall receive the oats upon arrival, handle and pay for all subsequent movement of the oats, including taking delivery from the vessel in accordance with bill of lading clauses and terms; pay all costs of landing, including any duties, taxes, and other expenses at the named point of destination. The buyer must also pay for war risk insurance, if any, provided by the seller and for certificates of origin, consular invoices, or any other documents issued in the country of origin, or of shipment, or both, which may be required for importation of the oats into the United States.

(b) (1) Base prices for Canadian oats entering the United States via different gateways are determined with reference to the following base points: For vessel shipment via the Great Lakes, the base point is Buffalo, New York; for rail shipments entering the United States via Sweetgrass, Montana, or via rail points of entry west of Sweetgrass, Montana, the base point is Portland, Oregon; for rail shipments entering the United States via rail points of entry east of Sweetgrass, Montana, but west of Lake Superior, the base point is Minneapolis, Minnesota; for rail shipments entering the United States east of Lake Superior, the base point is Boston, Massachusetts.

(2) Following are the base prices in United States dollars, bulk, per bushel of 32 pounds for Canadian oats at the base points listed below:

Base points:	*Cents per bushel*
Buffalo, N. Y.	65
Minneapolis, Minn.	78
Portland, Oreg.	77
Boston, Mass.	92

Whenever it becomes necessary under the provisions of this supplement to adjust the price of such oats according to premiums or discounts provided for oats graded under United States Official Grain Standards, the foregoing base prices shall be deemed to be for No. 3 oats with a test weight of 38 pounds per bushel and with a moisture content not exceeding 14½%.

(3) The base prices per bushel, bulk, for Canadian oats delivered by rail or vessel at any destination in the United States other than the above base points, shall be determined as follows:

(i) If the transportation charge from the Canadian point of origin to such destination exceeds the transportation charge from such point of origin to the base point appropriate for the shipment, by adding such excess to the base point price; if it is less, by deducting the difference.

(4) The base prices per bushel, bulk, for Canadian oats which enter the United States by truck or wagon shall be the base price on domestic oats at the point of delivery, adjusted to the basis of No. 3 oats with a test weight of 38 pounds per bushel.

(c) If you are an importer, the maximum price per bushel, bulk, at which you can purchase any lot of Canadian oats shall be:

(1) For vessel shipment via the Great Lakes:

(i) If purchased loaded aboard rail cars, barge or truck, the base price at the port of discharge of the vessel, plus your supplier's transportation cost, if any, from such port of discharge, or

(ii) If purchased in storage at any point, the maximum price as calculated in subdivision (i) for such point but your supplier must either pay or have deducted from the payment of the maximum price to him all accrued storage and handling charges including loading out charges, and the out inspection and weighing charges, or

(iii) If purchased Cif the port of discharge, the base price at such point less 1¼ cents per bushel.

(2) If purchased for rail shipment into the United States, the base price at the destination to which your supplier incurs the freight: *Provided*, That if purchased in storage after rail shipment into the United States, your supplier must either pay or have deducted from the payment of the maximum price to him all accrued storage and handling charges, and the loading out charges.

(3) (i) If purchased for shipment or after shipment into the United States by truck or wagon the base price at the point of delivery to you less two cents per bushel: *Provided*, That if purchased in storage after such movement, the maximum price is the base price less 1 cent per bushel, but your supplier must either pay or have deducted from the payment of the maximum price to him all accrued storage and handling charges, and the loading out charge, or

(ii) If purchased loaded aboard rail cars after shipment into the United States by truck or wagon, the base price at the rail point where so loaded less 1 cent per bushel, and plus your supplier's transportation cost, if any, on his sale and delivery to you.

(d) If you are an importer, your maximum price per bushel, bulk, for the sale of any lot of Canadian oats shall be determined under section 8 of this supplement if you sell as a trucker-merchant, or section 10 if you sell as a merchandiser, or under Supplement No. 1 to Food Products Regulation No. 2 if you sell as a retailer, by substituting your maximum

purchase price as computed in this section, for "your supplier's" maximum price.

(e) Canadian oats may be resold in the United States on the basis of their Canadian inspection without application of the schedule of premiums and discounts in Table I of Appendix A provided they are not commingled or averaged with domestic oats, but if commingled or averaged with other Canadian oats, they will not be subject to the provision of section 2.3 of Food Products Regulation No. 2 relating to use of standard grade and quality, and all Canadian oats so commingled or averaged shall be considered to be of the same grade and quality.

If commingled or averaged with oats grown in the United States, all provisions of section 2.3 of Food Products Regulation No. 2 shall apply.

SEC. 12. *Limitations on total markups of country shippers and merchandisers, and on service charges of commission merchants and brokers which may be included in a maximum price.* In order to prevent undue accumulation of markups for distribution services, all markups which merchandisers may add under this supplement (except the extra markup referred to in section 10 (a) (3)) or under Food Products Regulation No. 2, also all service charges of commission merchants and brokers and all merchandising markups of country shippers under Food Products Regulation No. 2 are subject to the limitations provided in this section. These limitations apply to the total of all such markups and service charges for commission merchants and brokers.

(a) The maximum price for the sale of any lot of oats shall never include an amount in excess of 4 cents per bushel as a total of all merchandising markups and of all service charges for brokers and commission merchants, but this maximum of 4 cents per bushel shall be subject to the following zoning limitations as to transactions in Areas A and B;

(1) If you are the first person who contracts to deliver into Area A to a customer located in Area A a lot of oats originating or which has originated in Area B, such total shall not exceed 1½ cents per bushel: *Provided*, That this zoning limitation shall not apply to sales in Area A by a selling office located in Area A of a merchandiser otherwise entitled to a greater markup under section 2.5 of Food Products Regulation No. 2.

(2) When oats are delivered to anyone in Area A, except as provided in (1), such total shall not exceed 2½ cents per bushel.

(3) If you are the first person who contracts to deliver into Area B to a customer located in Area B oats originating in Area A or oats which previously have been marketed in Area A, such total shall not exceed 2½ cents per bushel: *Provided*, That this zoning limitation shall not apply to sales in Area B by a selling office located in Area B of a merchandiser otherwise entitled to a greater markup under section 2.5 of Food Products Regulation No. 2.

These are limitations on the total of markups and service charges which may be included in any maximum price. They may lessen, but will never increase, the amount of any single maximum markup or maximum service charge.

SEC. 13. *Rules relating to additions to the Maximum price*—(a) *Maximum charges for services of brokers and commission merchants, also provision for adding such charges subject to limitations.* (1) Notwithstanding the provisions of any other regulation, the maximum charge which a broker or a commission merchant may charge for all services in connection with any purchase and sale of a lot of oats shall be as set forth below. These are maximum service charges regardless of whether the oats are sold at their maximum price and regardless of whether the markups may be added to any maximum price.

(i) *Brokers.* The maximum service charge for all services of a broker with respect to a purchase and sale of any lot of oats is ½ cent per bushel.

(ii) *Commission merchants.* The maximum service charge for all services of commission merchants with respect to a purchase and sale of any lot of oats is 1 cent per bushel.

(2) Subject to the limitations set forth in section 12 of this supplement, any seller may add the service charge of a broker and any seller may add the service charge of a commission merchant to the maximum price he would otherwise be entitled to charge: *Provided*, That the seller actually incurs such charge and provided that no maximum price shall ever include more than 1 cent per bushel for broker's service charges and 1 cent per bushel for commission merchant's charges.

(b) *Elevation charges which may be added to your maximum price.* (1) Except as provided in subparagraph (2), if oats are unloaded into an elevator or warehouse from a rail car, barge, or vessel, the maximum price of the seller shall be increased by 1 cent per bushel provided the seller has actually incurred the expense of such elevation or handling, including loading out, except that if the seller is not the warehouseman and the expense he incurs or bears is less than 1 cent per bushel, he shall add to his maximum price only the actual amount so incurred or borne.

(2) When any lot of oats is transferred from rail cars or barge through an elevator or warehouse to lake vessel, the elevation or handling charges actually incurred by the seller (but not exceeding the charges in effect December 6, 1943) may be added to his maximum price: *Provided*, That if the oats are handled through an elevator or warehouse operated by the seller, he may add 1 cent per bushel.

(c) *Inspection and weighing charges.* (1) Where to complete a contract of sale of oats official inspection is necessary, the cost thereof shall be borne by the seller.

(2) Where to complete a contract of sale of oats official weighing is necessary, the cost thereof may be borne by either seller or buyer as the parties may agree: *Provided*, That if paid by the buyer, said expenditure shall not be added to the maximum price for any resale of said oats.

(d) *Sacks and sacking.* (1) When oats are sold in sacks furnished by the seller, there may be added to the appropriate maximum price the reasonable market value of the sacks used (not exceeding any maximum price established thereon) plus a sacking charge of 2½ cents per bushel.

(2) When oats are sold in sacks furnished by the buyer and the seller does the sacking, there may be added to the appropriate maximum price a sacking charge of 2½ cents per bushel.

(3) These charges may be added to the appropriate maximum price for succeeding sales while the oats are sold in sacks.

(e) *Storage and carrying charges.* (1) If the seller, under a contract of sale, agrees to carry the oats beyond the date of sale, there may be added to the maximum price otherwise applicable a storage and carrying charge of not to exceed 1/35 of a cent per bushel per day, commencing at any agreed time after date of sale and continuing to the date of delivery or shipment, or until 5 days after the date which the buyer names as the shipping or delivery date, whichever is earlier, provided that the buyer incurs no other cost of storage and carrying charge upon such oats during that period.

(2) For any resale, the maximum price of the seller shall not be increased for any such storage and carrying charges so added.

(3) This provision for the addition of storage and carrying charges shall have no application to oats stored or remaining on the farm where grown.

(f) Under certain special conditions persons performing several marketing functions may add to their maximum price merchandising markups for special services. These markups, and the conditions under which they may be added, are set forth in Section 2.5 of Food Products Regulation No. 2.

SEC. 14. *Separate invoicing of charges, markups, and costs.* All service charges, markups, elevation and handling costs, and transportation costs permitted in respect to distributors in carload quantities shall be separately stated on the invoice to each purchaser of a carload quantity of oats.

APPENDIX A

TABLE I

(a) *Schedule of premiums and discounts over or under standard grade and quality.* The base price of the standard grade and quality, no. 3 oats with a test weight of 27 pounds per bushel and moisture content not over 14½ percent, shall be adjusted for other grades and qualities by the following premiums (shown as plus) and discounts (shown as minus):

Grade (all classes and special grade designations)	Minimum test weights per bushel								
	under 27#	27#	30#	32#	34#	36#	38#	40#	42#
#1 oats	------	------	------	+4	+5	+6	+8	+10	+12
#2 oats	------	------	+3	+3½	+4	+5	+7	+9	+11
#3 oats	------	0	+2	+2½	+3	+4	+6	+7½	+9
#4 oats 85% S. C. or better	−2	−1	+1	+1½	+2	+3	+4½	+6	+7½
#4 oats under 85%	−3	−2	0	+½	+1	+2	+3½	+5	+5
Sample grade	−4	−3	−1	−½	0	+1	+2½	+4	+4
			26#	29#	32#	34#	36#	38#	
#1 feed oats 70% S. C., or better	------	------	------	------	−1	0	+1	+2	------
#1 feed oats under 70% S. C.	------	------	------	------	−2	−1	0	+1	------
#2 feed oats	------	------	------	−4	−3	−2	−1	−1	------
#3 feed oats	------	------	−6	−5	−4	−3	−2	−2	------
Sample grade feed oats	------	------	−7	−6	−5	−4	−3	−3	------
#1 mixed feed oats	------	------	------	------	−5	−4	−3	−3	------
#2 mixed feed oats	------	------	------	−7	−6	−5	−4	−4	------
#3 mixed feed oats	------	------	−9	−8	−7	−6	−5	−5	------
Sample grade mixed feed oats	------	------	−10	−9	−8	−7	−6	−6	------

The above to be discounted from the schedule prices if carrying the following grade notations: "Weevily"—1¢; "Thin"—1¢; "Smutty"—2¢; "Tough"—1¢; "Garlicky"—2¢; "Ergoty"—2¢. These discounts shall be cumulative.

Premiums for special oats:

"Racehorse oats," as defined herein may be sold, subject to all the provisions of section 2.7 of Food Products Regulation No. 2 for sales of such special commodities, at a premium of 10 cents per bushel over the maximum price for the grade and quality of oats so delivered as computed elsewhere in this supplement.

"Recleaned oats." Oats which have been processed by cleaning and separation and containing less than 1 per cent of foreign material may be sold at a premium of 2 cents per bushel over the maximum price for the grade and quality of the oats so delivered as computed elsewhere in this regulation. This provision shall not apply as an additional premium in the case of "racehorse oats."

(b) *Method of adjusting prices for grade and quality.* The premiums and discounts in paragraph (a) of this table are used to adjust the price for the standard grade and quality (No. 3 oats, testing 27 pounds per bushel) so as to arrive at the price for a lot of oats grading other than standard. When oats are shipped out of a place of business, such outbound lot may be of different grade and quality than the inbound lot whose history you are using for the purpose of pricing the outbound lot. In such cases it is necessary to make a price adjustment to reflect such differences in grade and quality. This is done by adjusting the price of the inbound lot to a No. 3—27 pound (standard grade and quality) basis, by applying the schedule of premiums and discounts set forth in paragraph (a) of this table, and then adjusting that price in the same manner to determine the correct price for the grade and quality of the outbound shipment.

TABLE II—DESCRIPTION OF "AREA A"

"Area A" includes: the states of North Dakota and Iowa; the following counties of Illinois: Adams, Brown, Cass, Menard, Logan, Macon, Piatt, Champaign, and Vermilion, and all counties north thereof; the following counties of Indiana: St. Joseph, La Porte, Porter, Lake, Marshall, Starke, Fulton, Pulaski, Jasper, Newton, Cass, White, Carroll, Benton, Warren, Tippecanoe, Fountain, and Vermillion; the following counties of Minnesota: Kittson, Marshall, Pennington, Clearwater, Becker, Otter Tail, Douglas, Pope, Stearns, Wright, Hennepin, and Dakota, and all counties south and west thereof; the following counties of Missouri: Holt, Andrew, De Kalb, Daviess, Livingston, Linn, Macon, Shelby, and Marion, and all counties north thereof; the following counties of Montana: Glacier, Pondera, Teton, Cascade, Judith Basin, Fergus, Petroleum, Garfield, Prairie, and Wibaux, and all counties north thereeof; the following counties of Nebraska: Knox, Antelope, Boone, Nance, Merrick, Hamilton, Clay, and Nuckolls, and all counties east thereof; that portion of the State of South Dakota each of the Missouri River; the following counties of Wisconsin: Pierce, Pepin, Buffalo, Trempealeau, Jackson, Juneau, Adams, Waushara, Winnebago, Calumet, and Manitowoc, and all counties south thereof; the following counties of Washington: Spokane, Whitman, Asotin, Garfield, Columbia, Walla Walla, Benton, Franklin, Adams, Lincoln, Grant, Douglas, and Kittitas; the following counties of Oregon: Wasco, Sherman, Gilliam, Morrow, Umatilla, Union, and Wallowa; the following counties in Idaho: Boundary, Bonner, Kootenai, Benewah; Latah, Nez Perce, Clearwater, Lewis, Idaho, Custer, Blaine, Butte, Clark, Jefferson, Fremont, Madison, Teton, Bonneville, Bingham, Caribou, Bannock, Power, Oneida, Franklin, and Bear Lake; the following counties in Utah: Box Elder, Cache, and Rich.

TABLE III—BASE PRICES AT BARGE LOADING POINTS

Barge loading point:	Price per bushel
Morris, Ill	$0.75½
Seneca, Ill	.75¼
Ottawa, Ill	.75¼
La Salle, Ill	.75
Peru, Ill	.75
Hennepin, Ill	.75
Henry, Ill	.74¾
Lacon, Ill	.74¾
Chillicothe, Ill	.74¾
Peoria, Ill	.74½
Pekin, Ill	.74½
Havana, Ill	.74½
Beardstown, Ill	.74½
Naples, Ill	.74½
Clinton, Iowa	.74½
Davenport, Iowa	.74½
Rock Island, Ill	.74½
Muscatine, Iowa	.74½
New Boston, Ill	.74½
Keithburg, Ill	.74½
Oquawka, Ill	.74½
Burlington, Iowa	.74½
Dallas City, Ill	.74½
Meyer Light, Ill	.74½
Quincy, Ill	.74½
Stillwater, Minn	.73¾
Hastings, Minn	.73¾
Redwing, Minn	.73¾
Winona, Minn	.74¼
La Crosse, Wis	.74¼
Warsaw, Ill	.74½

TABLE IV—LIST OF STATE AND COUNTY BASE PRICES IN AREA B

State, county, and price per bushel

ALABAMA

Autauga	$0.88	Houston	$0.90
Baldwin	.87	Jackson	.87
Barbour	.89	Jefferson	.86
Bibb	.87	Lamar	.86
Blount	.86	Lauderdale	.84
Bullock	.89	Lawrence	.86
Butler	.88	Lee	.89
Calhoun	.87	Limestone	.86
Chambers	.89	Lowndes	.88
Cherokee	.87	Macon	.89
Chilton	.87	Madison	.86
Choctaw	.87	Marengo	.87
Clarke	.87	Marion	.86
Clay	.88	Marshall	.87
Cleburne	.88	Mobile	.87
Coffee	.89	Monroe	.88
Colbert	.81	Montgomery	.88
Conecuh	.88	Morgan	.86
Coosa	.89	Perry	.87
Covington	.88	Pickens	.86
Crenshaw	.88	Pike	.89
Cullman	.86	Randolph	.88
Dale	.89	Russell	.89
Dallas	.88	Saint Clair	.87
De Kalb	.87	Shelby	.87
Elmore	.88	Sumter	.87
Escambia	.88	Talladega	.88
Etowah	.87	Tallapoosa	.89
Fayette	.86	Tuscaloosa	.86
Franklin	.85	Walker	.86
Geneva	.89	Washington	.87
Greene	.87	Wilcox	.88
Hale	.87	Winston	.86
Henry	.90		

ARIZONA

Apache	.83	Mohave	.83
Cochise	.83	Navajo	.83
Coconimo	.83	Pima	.82
Gila	.83	Pinal	.82
Graham	.83	Santa Cruz	.83
Greenlee	.83	Yavapai	.83
Maricopa	.82	Yuma	.81

ARKANSAS

Arkansas	.82	Lee	.82
Ashley	.83	Lincoln	.82
Baxter	.78	Little River	.78
Benton	.75	Logan	.77
Boone	.76	Lonoke	.81
Bradley	.82	Madison	.76
Calhoun	.82	Marion	.77
Carroll	.76	Miller	.79
Chicot	.83	Mississippi	.80
Clark	.80	Monroe	.82
Clay	.80	Montgomery	.78
Cleburne	.80	Nevada	.80
Cleveland	.82	Newton	.77
Columbia	.81	Quachita	.81
Conway	.79	Perry	.79
Craighead	.80	Philips	.83
Crawford	.75	Pike	.79
Crittenden	.81	Poinsett	.80
Cross	.81	Polk	.77
Dallas	.81	Pope	.78
Desha	.83	Prairie	.81
Drew	.83	Pulaski	.80
Faulkner	.80	Randolph	.79
Franklin	.76	St. Francis	.81
Fulton	.78	Saline	.80
Garland	.79	Scott	.77
Grant	.81	Searcy	.78
Greene	.80	Sebastian	.76
Hempstead	.79	Sevier	.78
Hot Spring	.80	Sharp	.79
Howard	.78	Stone	.79
Independence	.80	Union	.82
Izard	.79	Van Buren	.79
Jackson	.80	Washington	.75
Jefferson	.81	White	.80
Johnson	.77	Woodruff	.81
Lafayette	.80	Yell	.78
Lawrence	.79		

TABLE IV—LIST OF STATE AND COUNTY BASE PRICES IN AREA B—Continued

State, county, and price per bushel

CALIFORNIA

Alameda	$0.86	Plumas	$0.83
Alpine	.84	Riverside	.86
Amador	.84	Sacramento	.84
Butte	.84	San Benito	.84
Calaveras	.84	San Bernardino	.86
Colusa	.84	San Diego	.87
Contra Costa	.86	San Francisco	.87
Del Norte	.87	San Joaquin	.84
Eldorado	.84	San Liuis Obispo	.86
Fresno	.84	San Mateo	.87
Glenn	.84	Santa Barbara	.85
Humboldt	.87	Santa Clara	.86
Imperial	.86	Santa Cruz	.87
Inyo	.84	Shasta	.81
Kern	.86	Sierra	.84
Kings	.84	Siskiyou	.79
Lake	.84	Solano	.86
Lassen	.81	Sonoma	.87
Los Angeles	.87	Stanislaus	.84
Madera	.84	Sutter	.84
Marin	.87	Tehama	.83
Mariposa	.84	Trinity	.84
Mendocino	.87	Tulare	.84
Merced	.84	Tuclumne	.84
Modoc	.79	Ventura	.86
Mono	.84	Yolo	.84
Monterey	.86	Yuba	.84
Napa	.84		
Nevada	.84		
Orange	.87		
Placer	.84		

COLORADO

Adams	.75	Lake	.79
Alamosa	.79	La Plata	.81
Arapahoe	.75	Larimer	.75
Archuleta	.80	Las Animas	.77
Baca	.76	Lincoln	.75
Bent	.76	Logan	.73
Boulder	.75	Mesa	.80
Chaffee	.78	Mineral	.80
Cheyenne	.75	Moffat	.79
Clear Creek	.77	Montezuma	.81
Conejos	.79	Montrose	.80
Costilla	.79	Morgan	.74
Crowley	.76	Otero	.76
Custer	.78	Ouray	.81
Delta	.80	Park	.77
Denver	.76	Phillips	.73
Dolores	.81	Pitkin	.80
Douglas	.76	Prowers	.76
Eagle	.80	Pueblo	.77
Elbert	.76	Rio Blanco	.79
El Paso	.76	Rio Grande	.79
Fremont	.77	Routt	.78
Garfield	.79	Saguache	.79
Gilpin	.77	San Juan	.81
Grand	.75	San Miguel	.81
Gunnison	.79	Sedgwick	.72
Hinsdale	.81	Summit	.79
Huerfano	.78	Teller	.76
Jackson	.77	Washington	.74
Jefferson	.76	Weld	.74
Kiowa	.76	Yuma	.74
Kit Carson	.75		

CONNECTICUT

All counties	.86

DELAWARE

All counties	.84

DISTRICT OF COLUMBIA

	.83

FLORIDA

Baker	.92	Hamilton	.92
Bay	.91	Holmes	.90
Calhoun	.91	Jackson	.90
Columbia	.92	Lafayette	.92
Duval	.92	Leon	.91
Escambia	.88	Liberty	.91
Franklin	.91	Madison	.92
Gadsden	.91	Nassau	.92
Gulf	.91	Okaloosa	.88

TABLE IV—LIST OF STATE AND COUNTY BASE PRICES IN AREA B—Continued

State, county, and price per bushel

FLORIDA—continued

Santa Rosa	$0.88	Walton	$0.89
Suwannee	.92	Washington	.90
Taylor	.92	All other counties	.93
Wakulla	.91		

GEORGIA

Appling	.90	Lamar	.89
Baker	.90	Laurens	.90
Baldwin	.89	Lee	.90
Banks	.89	Liberty	.90
Barrow	.89	Lincoln	.89
Bartow	.88	Long	.90
Ben Hill	.90	Lumpkin	.88
Bibb	.89	McDuffie	.89
Bleckley	.90	McIntosh	.90
Bryan	.90	Macon	.89
Bulloch	.90	Madison	.89
Burke	.90	Marion	.89
Butts	.89	Meriwether	.89
Calhcun	.90	Miller	.90
Candler	.90	Monroe	.89
Carroll	.88	Montgomery	.90
Catoosa	.87	Morgan	.89
Chatham	.90	Murray	.87
Chattahoochee	.89	Muscogee	.89
Chattooga	.87	Newton	.89
Cherokee	.88	Oconee	.89
Clarke	.89	Oglethorpe	.89
Clay	.90	Paulding	.88
Clayton	.88	Peach	.89
Cobb	.88	Pickens	.88
Columbia	.89	Pike	.89
Coweta	.89	Polk	.89
Crawford	.89	Pulaski	.90
Crisp	.90	Putnam	.89
Dade	.87	Quitman	.89
Dawson	.88	Rabun	.88
Decatur	.90	Randolph	.90
De Kalb	.88	Richmond	.90
Dodge	.90	Rockdale	.89
Dooly	.90	Schley	.89
Dougherty	.90	Screven	.90
Douglas	.88	Seminole	.90
Early	.90	Spalding	.89
Effingham	.90	Stephens	.88
Elbert	.89	Stewart	.89
Emanuel	.90	Sumter	.89
Evans	.90	Talbot	.89
Fannin	.88	Taliaferro	.89
Fayette	.88	Tattnall	.90
Floyd	.87	Taylor	.89
Forsyth	.88	Telfair	.90
Franklin	.89	Terrell	.90
Fulton	.88	Toombs	.90
Gilmer	.88	Towns	.88
Glascock	.89	Treutlen	.90
Gordon	.87	Troup	.89
Greene	.89	Turner	.90
Gwinnett	.88	Twiggs	.89
Habersham	.88	Union	.88
Hall	.88	Upson	.89
Hancock	.89	Walker	.87
Haralson	.88	Walton	.89
Harris	.89	Warren	.89
Hart	.89	Washington	.89
Heard	.88	Wayne	.90
Henry	.89	Webster	.89
Houston	.89	Wheeler	.90
Jackson	.89	White	.88
Jasper	.89	Whitefield	.87
Jeff Davis	.90	Wilcox	.90
Jefferson	.90	Wilkes	.89
Jenkins	.90	Wilkinson	.89
Johnson	.90	All other counties	.91
Jones	.89		

IDAHO

Ada	.67	Gooding	.69
Adams	.65	Jerome	.69
Boise	.67	Lemhi	.65
Camas	.69	Lincoln	.69
Canyon	.67	Minidoka	.69
Cassia	.69	Owyhee	.67
Elmore	.68	Payette	.67
Gem	.67	Shoshone	.64

TABLE IV—LIST OF STATE AND COUNTY BASE PRICES IN AREA B—Continued

State, county, and price per bushel

IDAHO—continued

Twin Falls	$0.69	All other counties in area A.	
Valley	.65		
Washington	.66		

ILLINOIS

Alexander	.79	Madison	$0.75
Bond	.75	Marion	.75
Calhoun	.73	Massac	.80
Christian	.73	Monroe	.76
Clark	.75	Montgomery	.74
Clay	.75	Morgan	.73
Clinton	.75	Moultrie	.73
Coles	.74	Perry	.77
Crawford	.76	Pike	.73
Cumberland	.74	Pope	.79
Douglas	.73	Pulaski	.79
Edgar	.74	Randolph	.77
Edwards	.77	Richland	.76
Effingham	.74	Saint Clair	.76
Fayette	.74	Saline	.78
Franklin	.77	Sangamon	.73
Gallatin	.78	Scott	.73
Greene	.73	Shelby	.73
Hamilton	.77	Union	.79
Hardin	.79	Wabash	.77
Jackson	.78	Washington	.76
Jasper	.75	Wayne	.76
Jefferson	.76	White	.78
Jersey	.74	Williamson	.78
Johnson	.79	All other counties in area A.	
Lawrence	.76		
Macoupin	.74		

INDIANA

Adams	.77	Madison	.76
Allen	.76	Marion	.76
Bartholomew	.78	Martin	.77
Blackford	.78	Miami	.74
Boone	.75	Monroe	.77
Brown	.77	Montgomery	.74
Clark	.79	Morgan	.76
Clay	.75	Noble	.75
Clinton	.74	Ohio	.80
Crawford	.78	Orange	.78
Daviess	.77	Owen	.76
Dearborn	.80	Parke	.74
Decatur	.78	Perry	.79
De Kalb	.76	Pike	.78
Delaware	.77	Posey	.79
Dubois	.78	Putnam	.75
Elkhart	.74	Randolph	.78
Fayette	.78	Ripley	.79
Floyd	.79	Rush	.78
Franklin	.79	Scott	.79
Gibson	.78	Shelby	.77
Grant	.75	Spencer	.79
Greene	.76	Steuben	.76
Hamilton	.76	Sullivan	.76
Hancock	.77	Switzerland	.80
Harrison	.79	Tipton	.75
Hendricks	.75	Union	.78
Henry	.77	Vanderburgh	.79
Howard	.74	Vigo	.75
Huntington	.75	Wabash	.75
Jackson	.78	Warrick	.79
Jay	.77	Washington	.78
Jefferson	.80	Wayne	.78
Jennings	.79	Wells	.76
Johnson	.77	Whitley	.75
Knox	.77	All other counties in area A.	
Kosciusko	.74		
Lagrange	.75		
Lawrence	.77		

IOWA

All counties in area A.

KANSAS

Allen	.72	Butler	.71
Anderson	.72	Chase	.71
Atchison	.72	Chautauqua	.72
Barber	.71	Cherokee	.72
Barton	.71	Cheyenne	.74
Bourbon	.72	Clark	.72
Brown	.71	Clay	.71

TABLE IV—LIST OF STATE AND COUNTY BASE PRICES IN AREA B—Continued

State, county, and price per bushel

KANSAS—continued

Cloud	$0.71	Miami	$0.73
Coffey	.72	Mitchell	.71
Comanche	.72	Montgomery	.72
Cowley	.71	Morris	.71
Crawford	.72	Morton	.75
Decatur	.73	Nemaha	.71
Dickinson	.71	Neosho	.72
Doniphan	.71	Ness	.72
Douglas	.73	Norton	.72
Edwards	.72	Osage	.72
Elk	.72	Osborne	.71
Ellis	.72	Ottawa	.71
Ellsworth	.71	Pawnee	.72
Finney	.73	Phillips	.72
Ford	.72	Pottawatomie	.72
Franklin	.73	Pratt	.71
Geary	.71	Rawlins	.73
Gove	.73	Reno	.71
Graham	.72	Republic	.70
Grant	.74	Rice	.71
Gray	.73	Riley	.71
Greeley	.74	Rook	.72
Greenwood	.72	Rush	.72
Hamilton	.75	Russell	.71
Harper	.71	Saline	.71
Harvey	.71	Scott	.73
Haskell	.73	Sedgwick	.71
Hodgeman	.72	Seward	.73
Jackson	.72	Shawnee	.72
Jefferson	.73	Sheridan	.73
Jewell	.70	Sherman	.74
Johnson	.74	Smith	.71
Kearny	.74	Stafford	.71
Kingman	.71	Stanton	.75
Kiowa	.72	Stevens	.74
Labette	.72	Sumner	.71
Lane	.73	Thomas	.73
Leavenworth	.73	Trego	.72
Lincoln	.71	Wabaunsee	.72
Linn	.72	Wallace	.74
Logan	.73	Washington	.70
Lyon	.72	Wichita	.74
McPherson	.71	Wilson	.72
Marion	.71	Woodson	.72
Marshall	.71	Wyandotte	.74
Meade	.73		

KENTUCKY

Adair	.83	Gallatin	.80
Allen	.83	Garrard	.83
Anderson	.81	Grant	.81
Ballard	.79	Graves	.81
Barren	.82	Grayson	.80
Bath	.84	Green	.82
Bell	.86	Greenup	.83
Boone	.81	Hancock	.79
Bourbon	.83	Hardin	.80
Boyd	.83	Harlan	.87
Boyle	.82	Harrison	.82
Bracken	.82	Hart	.81
Breathitt	.87	Henderson	.79
Breckinridge	.79	Henry	.80
Bullitt	.79	Hickman	.80
Butler	.81	Hopkins	.81
Caldwell	.80	Jackson	.84
Calloway	.81	Jefferson	.79
Campbell	.81	Jessamine	.83
Carlisle	.80	Johnson	.85
Carroll	.80	Kenton	.81
Carter	.83	Knott	.87
Casey	.82	Knox	.85
Christian	.82	Larue	.81
Clark	.84	Laurel	.84
Clay	.85	Lawrence	.84
Clinton	.84	Lee	.86
Crittenden	.80	Leslie	.86
Cumberland	.84	Letcher	.87
Daviess	.79	Lewis	.83
Edmonson	.84	Lincoln	.83
Elliott	.85	Livingston	.80
Estill	.83	Logan	.82
Fayette	.83	Lyon	.80
Fleming	.83	McCracken	.80
Floyd	.86	McCreary	.84
Franklin	.81	McLean	.80
Fulton	.80	Madison	.84

TABLE IV—LIST OF STATE AND COUNTY BASE PRICES IN AREA B—Continued

State, county, and price per bushel

KENTUCKY—continued

Magoffin	$0.86	Powell	$0.85
Marion	.81	Pulaski	.83
Marshall	.80	Robertson	.82
Martin	.85	Rockcastle	.83
Mason	.82	Rowan	.84
Meade	.79	Russell	.83
Menifee	.85	Scott	.82
Mercer	.82	Shelby	.80
Metcalfe	.83	Simpson	.83
Monroe	.84	Spencer	.80
Montgomery	.84	Taylor	.82
Morgan	.85	Todd	.82
Muhlenberg	.81	Trigg	.81
Nelson	.80	Trimble	.80
Nicholas	.83	Union	.79
Ohio	.80	Warren	.82
Oldham	.79	Washington	.81
Owen	.81	Wayne	.84
Owsley	.85	Webster	.80
Pendleton	.81	Whitley	.85
Perry	.87	Wolfe	.85
Pike	.85	Woodford	.82

LOUISIANA

Acadia	.85	Madison	.84
Allen	.84	Morehouse	.83
Ascension	.88	Natchitoches	.82
Assumption	.88	Orleans	.88
Avoyelles	.86	Ouachita	.82
Beauregard	.83	Plaquemines	.88
Bienville	.81	Pointe Coupee	.87
Bossier	.80	Rapides	.85
Caddo	.80	Red River	.81
Calcasieu	.84	Richland	.83
Caldwell	.83	Sabine	.82
Cameron	.84	St. Bernard	.88
Catahoula	.85	St. Charles	.89
Claiborne	.81	St. Helena	.87
Concordia	.86	St. James	.89
De Soto	.80	St. John the Baptist	.88
East Baton Rouge	.86	St. Landry	.86
East Carroll	.84	St. Martin	.86
East Feliciana	.88	St. Mary	.87
Evangeline	.85	St. Tammany	.87
Franklin	.84	Tangipahoa	.87
Grant	.84	Tensas	.85
Iberia	.86	Terrebonne	.89
Iberville	.87	Union	.82
Jackson	.82	Vermilion	.85
Jefferson	.89	Vernon	.83
Jefferson Davis	.84	Washington	.87
Lafayette	.86	Webster	.81
Lafourche	.89	West Baton Rouge	.87
La Salle	.84	West Carroll	.84
Lincoln	.82	West Feliciana	.86
Livingston	.87	Winn	.83

MAINE

All counties	.87

MARYLAND

All counties	.84

MASSACHUSETTS

All counties	.86

MICHIGAN

Alcona	.80	Clare	.79
Alger	.78	Clinton	.77
Allegan	.75	Crawford	.80
Alpena	.81	Delta	.77
Antrim	.81	Dickinson	.77
Arenac	.79	Eaton	.76
Baraga	.77	Emmet	.81
Barry	.76	Genesee	.79
Bay	.79	Gladwin	.79
Benzie	.80	Gogebic	.75
Berrien	.74	Grand Traverse	.80
Branch	.76	Gratiot	.78
Calhoun	.76	Hillsdale	.77
Cass	.74	Houghton	.77
Charlevoix	.81	Huron	.80
Cheboygan	.81	Ingham	.77
Chippewa	.80		

TABLE IV—LIST OF STATE AND COUNTY BASE PRICES IN AREA B—Continued

State, county, and price per bushel

MICHIGAN—continued

Ionia	$0.77	Montcalm	$0.78
Iosco	.80	Montmorency	.81
Iron	.76	Muskegon	.78
Isabella	.79	Newaygo	.79
Jackson	.77	Oakland	.79
Kalamazoo	.76	Oceana	.79
Kalkaska	.80	Ogemaw	.80
Kent	.77	Ontonagon	.76
Keweenaw	.78	Osceola	.79
Lake	.79	Oscoda	.80
Lapeer	.79	Otsego	.81
Leelanau	.80	Ottawa	.77
Lenawee	.78	Presque Isle	.81
Livingston	.78	Roscommon	.80
Luce	.80	Saginaw	.78
Mackinac	.80	Saint Clair	.79
Macomb	.79	St. Joseph	.75
Manistee	.80	Sanilac	.80
Marquette	.77	Schoolcraft	.79
Mason	.79	Shiawassee	.78
Mecosta	.79	Tuscola	.79
Menominee	.76	Van Buren	.75
Midland	.79	Washtenaw	.78
Missaukee	.80	Wayne	.79
Monroe	.79	Wexford	.80

MINNESOTA

Aitkin	.70	Lake of the Woods	.68
Anoka	.70	Mille Lacs	.70
Beltrami	.66	Morrison	.69
Benton	.69	Pine	.71
Carlton	.71	Ramsey	.72
Cass	.69	Roseau	.67
Chisago	.70	Saint Louis	.70
Cook	.71	Sherburne	.69
Crow Wing	.69	Todd	.68
Hubbard	.68	Wadena	.68
Isanti	.70	Washington	.71
Itasca	.69	All other counties in area A.	
Kanabec	.70		
Koochiching	.69		
Lake	.71		

MISSISSIPPI

Adams	.85	Leflore	.85
Alcorn	.82	Lincoln	.85
Amite	.86	Lowndes	.85
Attala	.85	Madison	.85
Benton	.82	Marion	.86
Bolivar	.83	Marshall	.82
Calhoun	.84	Monroe	.85
Carroll	.85	Montgomery	.85
Chickasaw	.85	Neshoba	.85
Choctaw	.85	Newton	.85
Claiborne	.84	Noxubee	.85
Clarke	.86	Oktibbeha	.85
Clay	.85	Panola	.83
Coahoma	.83	Pearl River	.86
Copiah	.85	Perry	.86
Covington	.85	Pike	.86
De Soto	.81	Pontotoc	.84
Forrest	.86	Prentiss	.83
Franklin	.85	Quitman	.83
George	.86	Rankin	.85
Greene	.86	Scott	.85
Grenada	.85	Sharkey	.84
Hancock	.86	Simpson	.85
Harrison	.86	Smith	.85
Hinds	.85	Stone	.86
Holmes	.85	Sunflower	.84
Humphreys	.84	Tallahatchie	.84
Issaquena	.83	Tate	.82
Itawamba	.84	Tippah	.82
Jackson	.86	Tishomingo	.83
Jasper	.85	Tunica	.82
Jefferson	.85	Union	.83
Jefferson Davis	.85	Walthall	.86
Jones	.85	Warren	.84
Kemper	.85	Washington	.83
Lafayette	.83	Wayne	.85
Lamar	.86	Webster	.85
Lauderdale	.85	Wilkinson	.86
Lawrence	.85	Winston	.85
Leake	.85	Yalobusha	.84
Lee	.84	Yazoo	.85

TABLE IV—LIST OF STATE AND COUNTY BASE PRICES IN AREA B—Continued

State, county, and price per bushel

MISSOURI

Audrain	$0.74	Maries	$0.76
Barry	.74	Miller	.75
Barton	.73	Mississippi	.80
Bates	.73	Moniteau	.74
Benton	.74	Monroe	.73
Bollinger	.79	Montgomery	.75
Boone	.74	Morgan	.74
Buchanan	.72	New Madrid	.80
Butler	.79	Newton	.73
Caldwell	.72	Oregon	.75
Callaway	.75	Osage	.75
Camden	.75	Ozark	.77
Cape Girardeau	.79	Pemiscot	.80
Carroll	.72	Perry	.78
Carter	.78	Pettis	.73
Cass	.74	Phelps	.76
Cedar	.73	Pike	.74
Charlton	.72	Platte	.73
Christian	.75	Polk	.74
Clay	.73	Pulaski	.76
Clinton	.72	Ralls	.73
Cole	.75	Randolph	.73
Cooper	.73	Ray	.73
Crawford	.76	Reynolds	.78
Dade	.73	Ripley	.78
Dallas	.75	St. Charles	.76
Dent	.77	St. Clair	.73
Douglas	.76	St. Francois	.77
Dunklin	.80	Ste. Genevieve	.77
Franklin	.76	St. Louis	.76
Gasconade	.75	Saline	.73
Greene	.74	Scott	.79
Henry	.73	Shannon	.77
Hickory	.74	Stoddard	.79
Howard	.73	Stone	.75
Howell	.77	Taney	.76
Iron	.77	Texas	.77
Jackson	.74	Vernon	.73
Jasper	.73	Warren	.75
Jefferson	.76	Washington	.76
Johnson	.73	Wayne	.79
Laclede	.76	Webster	.75
Lafayette	.74	Wright	.76
Lawrence	.74	All other counties in area A.	
Lincoln	.75		
McDonald	.74		
Madison	.78		

MONTANA

Beaverhead	.65	Meagher	.59
Big Horn	.63	Mineral	.63
Broadwater	.60	Missoula	.63
Carbon	.64	Musselshell	.59
Carter	.65	Park	.63
Custer	.61	Powder River	.65
Deer Lodge	.63	Powell	.61
Fallon	.63	Ravalli	.63
Flathead	.59	Rosebud	.60
Gallatin	.63	Sanders	.63
Golden Valley	.59	Silver Bow	.63
Granite	.63	Stillwater	.61
Jefferson	.61	Sweet Grass	.62
Lake	.61	Treasure	.60
Lewis and Clark	.59	Wheatland	.59
Lincoln	.62	Yellowstone	.61
Madison	.65	All other counties in area A.	

NEBRASKA

Adams	.70	Franklin	.71
Arthur	.70	Frontier	.71
Banner	.73	Furnas	.71
Blaine	.70	Garden	.71
Box Butte	.72	Garfield	.69
Boyd	.67	Gosper	.71
Brown	.69	Grant	.70
Buffalo	.70	Greeley	.69
Chase	.72	Hall	.70
Cherry	.70	Harlan	.71
Cheyenne	.72	Hayes	.71
Custer	.70	Hitchcock	.72
Dawes	.71	Holt	.68
Dawson	.70	Hooker	.70
Deuel	.71	Howard	.69
Dundy	.72	Kearney	.71

TABLE IV—LIST OF STATE AND COUNTY BASE PRICES IN AREA B—Continued

State, county, and price per bushel

NEBRASKA—continued

Keith	$0.71	Scotts Bluff	$0.73
Keyapaha	.68	Sheridan	.71
Kimball	.73	Sherman	.70
Lincoln	.71	Sioux	.72
Logan	.70	Thomas	.70
Loup	.70	Valley	.70
McPherson	.70	Webster	.70
Morrill	.72	Wheeler	.68
Perkins	.71	All other counties in area A.	
Phelps	.71		
Redwillow	.72		
Rock	.69		

NEVADA

Churchill	.79	Lyon	.79
Clark	.83	Mineral	.79
Douglas	.79	Nye	.81
Elko	.78	Ormsby	.79
Esmeralda	.79	Pershing	.79
Eureka	.79	Storey	.79
Humboldt	.78	Washoe	.79
Lander	.79	White Pine	.78
Lincoln	.83		

NEW HAMPSHIRE

All counties	.87

NEW JERSEY

All counties	.84

NEW MEXICO

Bernalillo	.81	Mora	.78
Catron	.82	Otero	.83
Chaves	.80	Quay	.77
Colfax	.78	Rio Arriba	.80
Curry	.78	Roosevelt	.79
De Baca	.79	Sandoval	.80
Dona Ana	.83	San Juan	.82
Eddy	.82	San Miguel	.78
Grant	.83	Santa Fe	.79
Guadalupe	.79	Sierre	.82
Harding	.78	Socorro	.81
Hidalgo	.83	Taos	.79
Lea	.80	Torrance	.80
Lincoln	.82	Union	.77
Luna	.83	Valencia	.82
McKinley	.82		

NEW YORK

Allegany	.83	Niagara	.83
Broome	.84	Oneida	.84
Cattaraugus	.83	Onondaga	.84
Cayuga	.84	Ontario	.84
Chautauqua	.83	Orleans	.84
Chemung	.84	Oswego	.84
Chenango	.84	Otsego	.84
Cortland	.84	Schuyler	.84
Delaware	.84	Seneca	.84
Erie	.83	Steuben	.84
Genesee	.84	Sullivan	.84
Herkimer	.84	Tioga	.84
Jefferson	.84	Tompkins	.84
Lewis	.84	Wyoming	.84
Livingston	.84	Yates	.84
Madison	.84	All other counties	.85
Monroe	.84		

NORTH CAROLINA

Alamance	.88	Davie	.88
Alexander	.88	Durham	.88
Alleghany	.87	Edgecombe	.86
Ashe	.87	Forsyth	.87
Avery	.88	Franklin	.86
Beaufort	.88	Gates	.87
Bertie	.87	Graham	.88
Buncombe	.88	Granville	.88
Burke	.88	Guilford	.88
Caldwell	.88	Halifax	.87
Camden	.87	Haywood	.88
Caswell	.88	Henderson	.88
Cherokee	.88	Hertford	.87
Chowan	.87	Hyde	.88
Clay	.88	Jackson	.88
Currituck	.87	McDowell	.88
Dare	.87	Macon	.88
Davidson	.86	Madison	.88

TABLE IV—LIST OF STATE AND COUNTY BASE PRICES IN AREA B—Continued

State, county, and price per bushel

NORTH CAROLINA—continued

Martin	$0.87	Swain	$0.88
Mitchell	.88	Transylvania	.88
Nash	.86	Tyrrell	.87
Northampton	.87	Vance	.88
Orange	.88	Warren	.87
Pasquotank	.87	Washington	.87
Perquimans	.87	Watauga	.88
Person	.88	Wilkes	.88
Pitt	.88	Wilson	.88
Polk	.88	Yadkin	.88
Rockingham	.87	Yancey	.88
Rutherford	.88	All other counties	.89
Stokes	.87		
Surry	.87		

NORTH DAKOTA

All counties in Area A.	

OHIO

Adams	.83	Licking	.81
Allen	.78	Logan	.80
Ashland	.81	Lorain	.81
Ashtabula	.82	Lucas	.79
Athens	.81	Madison	.81
Auglaize	.79	Mahoning	.82
Belmont	.82	Marion	.81
Brown	.82	Medina	.81
Butler	.80	Meigs	.81
Carroll	.82	Mercer	.78
Champaign	.80	Miami	.80
Clark	.80	Monroe	.82
Clermont	.81	Montgomery	.80
Clinton	.81	Morgan	.81
Columbiana	.82	Morrow	.81
Coshocton	.81	Muskingum	.81
Crawford	.81	Noble	.82
Cuyahoga	.81	Ottawa	.80
Darke	.79	Paulding	.77
Defiance	.77	Perry	.81
Delaware	.81	Pickaway	.81
Erie	.81	Pike	.82
Fairfield	.81	Portage	.81
Fayette	.81	Preble	.79
Franklin	.81	Putnam	.78
Fulton	.78	Richland	.81
Gallia	.82	Ross	.81
Geauga	.81	Sandusky	.80
Greene	.81	Scioto	.83
Guernsey	.81	Seneca	.80
Hamilton	.81	Shelby	.79
Hancock	.79	Stark	.81
Hardin	.79	Summit	.81
Harrison	.82	Trumbull	.82
Henry	.78	Tuscarawas	.81
Highland	.82	Union	.81
Hocking	.81	Van Wert	.77
Holmes	.81	Vinton	.81
Huron	.81	Warren	.81
Jackson	.82	Washington	.82
Jefferson	.82	Wayne	.81
Knox	.81	Williams	.77
Lake	.81	Wood	.79
Lawrence	.83	Wyandot	.80

OKLAHOMA

Adair	.74	Dewey	.73
Alfalfa	.72	Ellis	.73
Atoka	.76	Garfield	.72
Beaver	.74	Garvin	.74
Beckham	.74	Grady	.74
Blaine	.73	Grant	.72
Bryan	.76	Greer	.74
Caddo	.74	Harmon	.74
Canadian	.73	Harper	.73
Carter	.75	Haskell	.75
Cherokee	.74	Hughes	.74
Choctaw	.77	Jackson	.74
Cimarron	.76	Jefferson	.75
Cleveland	.74	Johnson	.75
Coal	.75	Kay	.72
Comanche	.74	Kingfisher	.73
Cotton	.74	Kiowa	.74
Craig	.73	Latimer	.76
Creek	.73	Le Flore	.76
Custer	.74	Lincoln	.73
Delaware	.74	Logan	.73

TABLE IV—LIST OF STATE AND COUNTY BASE PRICES IN AREA B—Continued

State, county, and price per bushel

OKLAHOMA—continued

Love	$0.75	Pittsburg	$0.75
McClain	.74	Pontotoc	.74
McCurtain	.77	Pottawatomie	.74
McIntosh	.74	Pushmataha	.76
Major	.72	Roger Mills	.74
Marshall	.75	Rogers	.72
Mayes	.73	Seminole	.74
Murray	.75	Sequoyah	.75
Muskogee	.74	Stephens	.74
Noble	.72	Texas	.75
Nowata	.72	Tillman	.74
Okfuskee	.73	Tulsa	.73
Oklahoma	.73	Wagoner	.73
Okmulgee	.73	Washington	.72
Osage	.72	Washita	.74
Ottawa	.73	Woods	.72
Pawnee	.72	Woodward	.72
Payne	.73		

OREGON

Baker	.66	Klamath	.79
Benton	.71	Lake	.78
Clackamas	.73	Lane	.73
Clatsop	.74	Lincoln	.76
Columbia	.74	Linn	.71
Coos	.76	Malheur	.70
Crook	.74	Marion	.72
Curry	.77	Multnomah	.71
Deschutes	.74	Polk	.71
Douglas	.75	Tillamook	.76
Grant	.69	Washington	.73
Harney	.71	Wheeler	.71
Hood River	.73	Yamhill	.72
Jackson	.76	All other counties in area A.	
Jefferson	.72		
Josephine	.76		

PENNSYLVANIA

Adams	.83	Greene	.82
Allegheny	.82	Huntingdon	.83
Armstrong	.82	Indiana	.82
Beaver	.82	Jefferson	.82
Bedford	.83	Juniata	.83
Blair	.83	Lawrence	.82
Butler	.82	McKean	.83
Cambria	.83	Mercer	.82
Cameron	.83	Mifflin	.83
Centre	.83	Perry	.83
Clarion	.82	Potter	.83
Clearfield	.83	Somerset	.83
Clinton	.83	Venango	.82
Crawford	.82	Warren	.83
Cumberland	.83	Washington	.82
Elk	.83	Westmoreland	.82
Erie	.82	York	.83
Fayette	.82	All other counties	.83½
Forest	.82		
Franklin	.83		
Fulton	.83		

RHODE ISLAND

All counties	.86

SOUTH CAROLINA

Cherokee	.89	Spartanburg	.89
Chester	.89	Union	.89
Greenville	.89	York	.89
Lancaster	.89	All other counties	.90
Oconee	.89		
Pickens	.89		

SOUTH DAKOTA

Armstrong	.65	Meade	.66
Bennett	.70	Mellette	.68
Butte	.66	Pennington	.68
Corson	.65	Perkins	.65
Custer	.69	Shannon	.70
Dewey	.65	Stanley	.66
Fall River	.70	Todd	.69
Gregory	.67	Tripp	.67
Haakon	.67	Washabaugh	.69
Harding	.65	Washington	.69
Jackson	.68	Ziebach	.66
Jones	.67	All other counties in Area A	
Lawrence	.67		
Lyman	.67		

TABLE IV—LIST OF STATE AND COUNTY BASE PRICES IN AREA B—Continued

State, county, and price per bushel

TENNESSEE

Anderson	$0.87	Lauderdale	$0.80
Bedford	.86	Lawrence	.85
Benton	.83	Lewis	.85
Bledsoe	.87	Lincoln	.86
Blount	.88	Loudon	.88
Bradley	.88	McMinn	.87
Campbell	.86	McNairy	.82
Cannon	.85	Macon	.84
Carroll	.82	Madison	.81
Carter	.88	Marion	.87
Cheatham	.84	Marshall	.85
Chester	.82	Maury	.85
Clairborne	.86	Meigs	.87
Clay	.84	Monroe	.88
Cocke	.83	Montgomery	.83
Coffee	.86	Moore	.86
Crockett	.81	Morgan	.86
Cumberland	.86	Obion	.80
Davidson	.84	Overton	.85
Decatur	.83	Perry	.84
De Kalb	.85	Pickett	.85
Dickson	.84	Polk	.88
Dyer	.80	Putnam	.85
Fayette	.81	Rhea	.87
Fentress	.85	Roane	.87
Franklin	.87	Robertson	.83
Gibson	.81	Rutherford	.85
Giles	.86	Scott	.86
Grainger	.87	Sequatchie	.87
Greene	.88	Sevier	.88
Grundy	.86	Shelby	.80
Hamblen	.88	Smith	.84
Hamilton	.87	Stewart	.82
Hancock	.87	Sullivan	.87
Hardeman	.82	Sumner	.83
Hardin	.83	Tipton	.80
Hawkins	.87	Trousdale	.84
Haywood	.81	Unicoi	.88
Henderson	.82	Union	.87
Henry	.82	Van Buren	.86
Hickman	.84	Warren	.85
Houston	.83	Washington	.88
Humphreys	.83	Wayne	.84
Jackson	.84	Weakley	.81
Jefferson	.88	White	.85
Johnson	.87	Williamson	.85
Knox	.87	Wilson	.84
Lake	.80		

TEXAS

Anderson	.78	Cherokee	.78
Andrews	.80	Childress	.75
Angelina	.80	Clay	.75
Aransas	.84	Cochran	.79
Archer	.75	Coke	.77
Armstrong	.76	Coleman	.77
Atascosa	.83	Collin	.76
Austin	.81	Collingsworth	.74
Bailey	.79	Colorado	.81
Bandera	.81	Comal	.81
Bastrop	.79	Comanche	.76
Baylor	.75	Concho	.77
Bee	.84	Cooke	.76
Bell	.77	Coryell	.76
Bexar	.82	Cottle	.76
Blanco	.79	Crane	.81
Borden	.78	Crockett	.80
Bosque	.76	Crosby	.77
Bowie	.78	Culberson	.84
Brazoria	.83	Dallam	.76
Brazos	.80	Dallas	.76
Brewster	.83	Dawson	.79
Briscoe	.76	Deaf Smith	.77
Brooks	.85	Delta	.77
Brown	.76	Denton	.76
Burleson	.79	De Witt	.82
Burnet	.78	Dickens	.76
Caldwell	.80	Dimmit	.84
Calhoun	.84	Donley	.75
Callahan	.76	Duval	.85
Cameron	.85	Eastland	.76
Camp	.78	Ector	.81
Carson	.74	Edwards	.80
Cass	.79	Ellis	.77
Castro	.77	El Paso	.84
Chambers	.83	Erath	.76

TABLE IV—LIST OF STATE AND COUNTY BASE PRICES IN AREA B—Continued

State, county, and price per bushel

TEXAS—continued

Falls	$0.78	Martin	$0.76
Fannin	.77	Mason	.78
Fayette	.80	Matagorda	.83
Fisher	.76	Maverick	.84
Floyd	.76	Medina	.82
Foard	.75	Menard	.78
Fort Bend	.82	Midland	.80
Franklin	.78	Milam	.78
Freestone	.78	Mills	.76
Frio	.83	Mitchell	.77
Gaines	.80	Montague	.75
Galveston	.83	Montgomery	.82
Garza	.77	Moore	.75
Gillespie	.79	Morris	.78
Glasscock	.79	Motley	.76
Goliad	.84	Nacogdoches	.79
Gonzales	.81	Navarro	.78
Gray	.74	Newton	.82
Grayson	.76	Nolan	.76
Gregg	.79	Nueces	.84
Grimes	.81	Ochiltree	.74
Guadalupe	.81	Oldham	.76
Hale	.77	Orange	.83
Hall	.75	Palo Pinto	.75
Hamilton	.76	Panola	.80
Hansford	.74	Parker	.75
Hardeman	.75	Parmer	.78
Hardin	.82	Pecos	.82
Harris	.82	Polk	.81
Harrison	.79	Potter	.75
Hartley	.76	Presidio	.84
Haskell	.76	Rains	.77
Hays	.80	Randall	.76
Hemphill	.74	Reagan	.79
Henderson	.78	Real	.81
Hidalgo	.85	Red River	.78
Hill	.77	Reeves	.83
Hockley	.78	Refugio	.84
Hood	.76	Roberts	.74
Hopkins	.77	Robertson	.79
Houston	.79	Rockwall	.77
Howard	.78	Runnels	.77
Hudspeth	.84	Rusk	.79
Hunt	.77	Sabine	.81
Hutchinson	.74	San Augustine	.81
Irion	.78	San Jacinto	.81
Jack	.75	San Patricio	.84
Jackson	.82	San Saba	.77
Jasper	.82	Schleicher	.78
Jeff Davis	.84	Scurry	.77
Jefferson	.83	Shackelford	.76
Jim Hogg	.85	Shelby	.81
Jim Wells	.85	Sherman	.75
Johnson	.77	Smith	.76
Jones	.76	Somervell	.76
Karnes	.83	Star	.85
Kaufman	.77	Stephens	.76
Kendall	.80	Sterling	.78
Kenedy	.85	Stonewall	.77
Kent	.77	Sutton	.79
Kerr	.80	Swisher	.77
Kimble	.79	Tarrant	.76
King	.76	Taylor	.76
Kinney	.82	Terrell	.82
Kleberg	.85	Terry	.79
Knox	.76	Throckmorton	.75
Lamar	.77	Titus	.78
Lamb	.78	Tom Green	.77
Lampasas	.77	Travis	.79
La Salle	.84	Trinity	.80
Lavaca	.81	Tyler	.81
Lee	.79	Upshur	.78
Leon	.79	Upton	.80
Liberty	.82	Uvalde	.82
Limestone	.78	Val Verde	.81
Lipscomb	.74	Van Zandt	.77
Live Oak	.84	Victoria	.83
Llana	.78	Walker	.81
Loving	.82	Waller	.81
Lubbock	.77	Ward	.82
Lynn	.78	Washington	.80
McCulloch	.77	Webb	.85
McLennan	.77	Wharton	.82
McMullen	.84	Wheeler	.74
Madison	.80	Wichita	.75
Marion	.79	Wilbarger	.75

TABLE IV—LIST OF STATE AND COUNTY BASE PRICES IN AREA B—Continued

State, county, and price per bushel

TEXAS—continued

Willacy	$0.85	Wood	$0.78
Williamson	.78	Yoakum	.80
Wilson	.82	Young	.75
Winkler	.82	Zapata	.85
Wise	.75	Zavala	.83

UTAH

Beaver	.78	San Juan	.79
Carbon	.77	Sanpete	.77
Daggett	.76	Sevier	.78
Davis	.75	Summit	.76
Duchesne	.76	Tooele	.76
Emery	.78	Uintah	.76
Garfield	.79	Utah	.76
Grand	.77	Wasatch	.76
Iron	.79	Washington	.79
Juab	.77	Wayne	.78
Kane	.79	Weber	.75
Millard	.77	All other counties in area A.	
Morgan	.74		
Piute	.78		
Salt Lake	.75		

VERMONT

All counties	.86

VIRGINIA

Bland	.85	Nottaway	.85
Brunswick	.86	Patrick	.86
Buchanan	.85	Pittsylvania	.86
Campbell	.85	Prince Edward	.85
Carroll	.86	Prince George	.85
Charlotte	.86	Princess Anne	.83
Dickenson	.86	Russell	.86
Dinwiddie	.85	Scott	.87
Floyd	.85	Smyth	.86
Franklin	.85	Southampton	.86
Grayson	.86	Surry	.85
Greensville	.86	Sussex	.85
Halifax	.87	Tazewell	.85
Henry	.86	Washington	.87
Isle of Wight	.85	Wise	.87
Lee	.87	Wythe	.85
Lunenburg	.86	All other counties	.84
Mecklenburg	.87		
Nansemond	.86		
Norfolk	.86		

WASHINGTON

Chelan	.69	Pend Oreille	.65
Clallam	.77	Pierce	.74
Clark	.74	San Juan	.73
Cowlitz	.74	Skagit	.74
Ferry	.66	Skamania	.72
Grays Harbor	.75	Snohomish	.74
Island	.73	Stevens	.66
Jefferson	.77	Thurston	.74
King	.74	Wahkiakum	.74
Kitsap	.72	Whatcom	.74
Klickitat	.70	Yakima	.71
Lewis	.74	All Other counties in area A.	
Mason	.75		
Okanogan	.69		
Pacific	.75		

TABLE IV—LIST OF STATE AND COUNTY BASE PRICES IN AREA B—Continued

State, county, and price per bushel

WEST VIRGINIA

Brooke	$0.82	Mercer	$0.85
Cabell	.82	Mingo	.85
Calhoun	.83	Monongalia	.83
Clay	.83	Ohio	.82
Doddridge	.83	Pleasants	.82
Fayette	.83	Preston	.83
Gilmer	.83	Putnam	.82
Hancock	.82	Ritchie	.83
Jackson	.82	Roane	.82
Kanawha	.82	Tyler	.83
Lincoln	.83	Wetzel	.83
Logan	.85	Wirt	.82
McDowell	.85	Wood	.82
Marion	.83	Wyoming	.85
Marshall	.82	All other counties	.84
Mason	.82		

WISCONSIN

Ashland	.73	Oconto	.73
Barron	.71	Oneida	.75
Bayfield	.72	Outagamie	.73
Brown	.73	Polk	.71
Burnett	.72	Portage	.72
Chippewa	.71	Price	.74
Clark	.72	Rusk	.72
Door	.73	St. Croix	.70
Douglas	.71	Sawyer	.73
Dunn	.70	Shawano	.73
Eau Claire	.71	Taylor	.73
Florence	.76	Vilas	.75
Forest	.75	Washburn	.72
Iron	.74	Waupaca	.73
Kewaunee	.73	Wood	.72
Langlade	.74	All other counties in Area A.	
Lincoln	.74		
Marathon	.73		
Marinette	.75		

WYOMING

Albany	.75	Niobrara	.71
Big Horn	.66	Park	.66
Campbell	.66	Platte	.73
Carbon	.76	Sheridan	.66
Converse	.71	Sublette	.71
Crook	.66	Sweetwater	.76
Fremont	.71	Teton	.69
Goshen	.73	Uinta	.73
Hot Springs	.69	Washakie	.69
Johnson	.67	Weston	.68
Laramie	.73	Yellowstone National Park	.66
Lincoln	.71		
Natrona	.71		

This regulation shall become effective July 26, 1944.

NOTE: All record keeping and reporting requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 21st day of July 1944.

IVAN D. CARSON,
Acting Administrator.

Approved: July 11, 1944.

GROVER B. HILL,
Acting War Food Administrator.

[F. R. Doc. 44-10913; Filed, July 21, 1944; 11:84 a. m.]

PART 1364—FRESH, CURED AND CANNED MEAT AND FISH PRODUCTS

[MPR 394,[1] Amdt. 6]

RETAIL CEILING PRICES FOR KOSHER BEEF, VEAL, LAMB AND MUTTON CUTS

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

Maximum Price Regulation No. 394 is amended in the following respects:

1. Section 1 is amended to read as follows:

SECTION 1. *What this regulation does.* This regulation fixes dollar-and-cents ceiling prices on all retail sales of kosher beef, veal, lamb and mutton cuts, variety meats and edible by-products and kosher sausage. It also fixes dollar-and-cents ceiling prices on all sales of retail cuts of kosher beef, veal, lamb and mutton, variety meats and edible by-products and kosher sausage, which kosher retail dealers are permitted to make to purveyors of kosher meals. It also fixes dollar-and-cents ceiling prices on the kosher meat items covered by this regulation when permission has been granted kosher retail dealers to sell to other kosher retail dealers for resale purposes. You shall not sell any retail kosher beef, veal, lamb or mutton cuts, variety meat item or edible by-product at a price higher than the ceiling price for the corresponding non-kosher retail cut or item, or at the ceiling price fixed in this regulation, unless you maintain a store at or through which you regularly and generally sell kosher meat as such.

Kosher meat means any retail cut, variety meat item, edible by-product, or kosher sausage product derived from livestock slaughtered, approved and stamped as kosher under rabbinical supervision and sold after preparation according to Jewish dietary law. The only retail kosher beef, veal, lamb and mutton cuts which may be sold are those described in section 16 of this regulation. The United States is divided into zones, and different ceiling prices depend on the zone where your store is, its group, and the grade of meat you are selling. A store includes any place where kosher beef, veal, lamb and mutton cuts or variety meats and edible by-products are sold at retail.

2. Section 2 (a) is amended to read as follows:

(a) You will find your ceiling price for each grade of kosher beef, veal, lamb and

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 6364, 6548, 6618, 7200, 7692, 11297, 12621; 9 F.R. 15609.

mutton cuts on your "OPA List of Retail Ceiling Prices for Kosher Beef, Veal, Lamb, and Mutton—Fresh, Frozen, Cured" (Article II section 19), for variety meats and edible by-products on your "OPA List of Retail Ceiling Prices for Kosher Variety Meats and Edible By-Products" (Article II, section 22), and for kosher sausage products on your OPA List of Ceiling Prices for Kosher Sausage (Article II, section 23), on all sales made to individuals for consumption by themselves or their families off your premises. You will also use the same ceiling prices on sales to kosher eating places if the dollar volume of such sales does not exceed 20% of your total dollar volume of all kosher sales during any calendar month. If you have not obtained written permission in advance from your appropriate Regional Office you cannot sell more than 20% of the total dollar volume of your sales of kosher meat during any calendar month to purveyors of kosher meals. In exceptional cases where you have been granted permission in advance to sell more than 20% of your dollar volume of kosher meats to kosher eating places your ceiling prices on all sales made to kosher eating places shall be the prices on your "OPA List of Retail Ceiling Prices on Specially Authorized Sales to Kosher Eating Places or Other Kosher Retailers" (Article II, section 24). In those cases where you have been granted permission to make sales to another kosher retail dealer for resale purposes you will find your ceiling prices for such sales on your "OPA List of Retail Ceiling Prices on Specially Authorized Sales to Kosher Eating Places or Other Kosher Retailers" (Article II, section 24). A copy of the lists for each kind of kosher meat, variety meat and edible by-products, and kosher sausage product for your zone will be attached to this regulation. A complete price list showing prices for all retail cuts of kosher meat, variety meats and edible by-products, and kosher sausage products can be obtained from your local War Price and Rationing Board or from your District Office of the Office of Price Administration.

3. Section 3 (d) is added to read as follows:

(d) On July 26, 1944, the dollars-and-cents supplementary ceiling prices fixed for kosher beef, veal, lamb and mutton cuts, variety meats and edible by-products, and kosher sausage products to which this regulation applies sold to kosher eating places or to other retail kosher dealers for resale where written permission to make such sales has been granted in advance (Article II, section 24), take the place of all previous ceiling prices fixed by the Office of Price Administration for these particular sales made to the limited types of buyers and sales described. On and after July 26, 1944, in the exceptional instances where these special types of kosher sales are permitted to be made, you must not sell or offer to sell any of the items named and priced in Article II, section 24, to purveyors of kosher meals or to other retail kosher dealers, at prices higher than those therein specified.

4. Section 5, including the headnote, is amended to read as follows:

SEC. 5. *The types of kosher sales you are allowed to make.* (a) You may make sales to individuals for consumption by themselves or their families off your premises.

(b) You may make sales to hotels, restaurants, institutions, and other purveyors of meals selling or furnishing kosher meals, of not more than 20% of the total dollar volume of your kosher sales during any month. Your ceiling prices for such sales are the ceiling prices fixed by this regulation for sales to individuals for consumption by themselves or their families off your premises.

(c) You may make sales to hotels, restaurants, institutions and other purveyors of meals selling or furnishing kosher meals, of more than 20% of the total dollar volume of your kosher sales during any month only after the appropriate Regional Administrator has declared the area in which your store is located to be an area deficient in supplies of fabricated meat cuts for purveyors of meals, and, following such declaration, you have applied to the appropriate OPA District Office for, and have received written permission to make such sales.

Each Regional Administrator is authorized either on his own motion or after consideration of applications made by one or more retail dealers, to declare any portion of the region under his jurisdiction to be an area deficient in supplies of fabricated meat cuts for purveyors of meals when he finds that the following conditions exist:

(1) Purveyors of meals within the area are unable to obtain fabricated meat cuts in sufficient volume to supply their requirements as determined under Ration Order No. 16 during the two month period immediately preceding May 1, 1944;

(2) The deficiency in supply is caused either by the fact that there are no dealers in the area selling fabricated meat cuts, or the dealers in the area selling fabricated meat cuts do not have adequate facilities or quotas to supply the requirements of purveyors of meals located in the area as determined under the first condition;

(3) Purveyors of meals in the area customarily have relied upon, and find it necessary to continue to rely upon local retail dealers for supplies of meat sufficient to fill their requirements.

Applications calling upon the appropriate Regional Administrator to declare a specific area to be deficient in supplies of fabricated meat cuts for purveyors of meals may be filed with the appropriate OPA District or Regional Office at any time during business hours on any business day by one or more retail dealers who operate a retail store or stores within the area.

Applications must be in writing, must be signed by the applicant or applicants, must describe the specific area for which the declaration is sought, and must set forth facts which indicate the existence of the conditions under which the Regional Administrator is authorized to declare the area to be deficient in supplies of fabricated meat cuts for purveyors of meals. If the application is filed in an OPA District Office, it shall be forwarded within five days to the appropriate Regional Office together with the recommendations of the OPA District Office Director based upon an accompanying analysis of the conditions existing in the specific area for which the declaration is sought.

Upon a finding by the Regional Administrator, either on his own motion or after consideration of a proper application or applications, that the conditions under which he is authorized to act exist, he shall declare the specific area to be deficient in supplies of fabricated meat cuts for purveyors of meals.

Following a declaration by the appropriate Regional Administrator that any specific area under his jurisdiction is deficient in supplies of fabricated meat cuts for purveyors of meals any retail dealer having a store located in that area may apply in writing to his OPA District Office for permission to sell more than 20% of the total dollar volume of his sales of meat made at his retail store or stores located in the area to purveyors of meals. The application for permission must be in duplicate, must be signed by the applicant, must give the address of the store or stores from which he intends to make sales by virtue of the permission, and must declare that the applicant, in all sales made from such store or stores to purveyors of meals after receipt of the requested permission, will charge no more than the ceiling prices listed in his "OPA List of Retail Ceiling Prices on Specially Authorized Sales to Kosher Eating Places or Other Kosher Retailers" (Article II section 24). For purposes of convenience he may combine an application made under this section with applications made under the analogous sections of Maximum Price Regulation No. 336 and/or Maximum Price Regulation No. 355.

Upon receipt of an application the OPA District Director shall grant the applicant the requested permission in writing. When the applicant has received such permission, his ceiling prices on all kosher sales thereafter made to purveyors of kosher meals must not exceed the ceiling prices for each grade of kosher beef, veal, lamb and mutton retail cuts listed in the "OPA List of Retail Ceiling Prices on Specially Authorized Sales to Kosher Eating Places or Other Kosher Retailers" (Article II, section 24).

(d) You may make sales to other kosher retail dealers who purchase your retail kosher meat cuts for resale, or you may buy retail kosher meat cuts for resale purposes from other kosher retail dealers, only after written permission to make such sales or purchases has been granted to both the seller and the buyer by the appropriate Regional Office. The seller and the buyer must submit joint applications in duplicate to the appropriate OPA District Office for such permission and must state therein the reasons why permission to make such sales and purchases is being sought. The joint application submitted must be signed by both parties and must set forth facts which indicate the existence of the following conditions:

(1) The purchasing kosher retail dealer serves an area which will be deprived of its adequate supply of kosher meats unless provision is made for him to procure kosher meats in the form of retail cuts;

(2) The purchasing kosher retail dealer does not have the facilities necessary to cut kosher wholesale cuts into retail cuts;

(3) The purchasing kosher retail dealer either customarily purchased his kosher meats in the form of retail cuts prior to May 17, 1943, or is just starting to sell kosher meats at retail in the designated location;

(4) The selling kosher retail dealer is regularly engaged in the business of making sales at retail, the major portion of his kosher meat business consisting of sales to individuals for consumption by themselves or their families off his premises;

(5) The contemplated sale of kosher retail cuts to the purchasing kosher retail dealer will constitute only an incidental part of the selling kosher retail dealer's business. In no event may sales of kosher retail cuts to other kosher retail dealers exceed 40% of the total dollar volume of kosher sales made by the selling kosher retail dealer.

The application also must include statements showing (1) the approximate total volume of kosher retail cuts expected to be transferred monthly as a result of the arrangement, (2) the expected duration of the arrangement, (3) the name and address of both parties. For purposes of convenience buyers and sellers may combine applications made under this section with applications made under the analogous sections of Maximum Price Regulation No. 336 and/or Maximum Price Regulation No. 355. The OPA District Office shall forward the application to the appropriate Regional Office together with its recommendations.

Upon receipt of a joint application, together with the recommendations of the OPA District Office, the appropriate Regional Office shall conduct whatever investigations it deems necessary concerning the statements in the joint application. Upon a finding by the Regional Administrator that all of the requirements of this section have been satisfied, he is authorized to grant permission in writing authorizing the purchasing kosher retail dealer to buy and the selling kosher retail dealer to sell kosher retail cuts for resale in whatever quantity and for whatever period as he may find to be appropriate under the circumstances. He also shall send a copy of whatever order he may make to the forwarding OPA District Office.

Where such permission has been granted, and if you are the kosher retail seller, you may charge the kosher retail dealer authorized to purchase kosher retail cuts from you no more than the ceiling price for the cut and grade of kosher beef, veal, lamb and mutton retail cuts listed on your "OPA List of Retail Ceiling Prices on Specially Authorized Sales to Kosher Eating Places or Other Kosher Retailers" (Article II, section 24).

If you are the authorized purchasing kosher retail dealer you may pay the authorized selling kosher retail dealer no more than the ceiling price for the cut and grade of kosher beef, veal, lamb and mutton retail cuts listed on your "OPA List of Retail Ceiling Prices on Specially Authorized Sales to Kosher Eating Places or Other Kosher Retailers" (Article II, section 24).

5. Section 9 is amended to read as follows:

SEC. 9. *Records, sales slips, and receipts.* After May 17, 1943, you shall keep the same kind of records you have customarily kept, showing the prices you charge for kosher beef, veal, lamb and mutton cuts, variety meats and edible by-products, and kosher sausage products. On all sales to hotels, restaurants, institutions and other eating places selling or furnishing kosher meals made after July 26, 1944, you must keep records and give receipts to each respective purchaser, showing the name and address of each such purchaser, the date of each purchase, your name and address, the component items of each order including the name, weight and grade of each retail kosher meat cut, variety meat item and edible by-product, or kosher sausage products sold, and the price charged therefor. If you are permitted to sell to other kosher retail dealers for resale purposes you must keep records of each transaction and give receipts showing the same facts that you are required to show on your sales to kosher eating places. You shall show the records to any representative of the Office of Price Administration upon request. If you have customarily given a customer a sales slip, receipt or similar evidence of purchase, you shall continue to do so. Furthermore, regardless of your previous custom, you shall, upon request by any customer, give a receipt showing the date, your name and address, the name, weight and grade of each cut of kosher meat, variety meat or edible by-product sold, the name, type, weight, and casing, container or wrapper identification of each kosher sausage product sold, and the price you received for the kosher meat cut, variety meat or edible by-product, or kosher sausage product.

6. In section 19 (g) the New York area in Zone 7 is amended to read as follows:

The county of Chautauqua in New York.

7. In section 19 (i) the New York area in Zone 8 North, is amended to read as follows:

All that portion of New York west of and including the counties of Oswego, Oneida, Madison, Chenango, and Broome; but excluding the county of Chautauqua.

8. Section 24 is added to read as follows:

SEC. 24. (a) *Retail Ceiling Prices on Specially Authorized Sales to Kosher Eating Places or Other Kosher Retailers.—Zone 1.*

Cuts of meat	Grades				
	AA or choice	A or good	B or commercial	C or utility	D [1]
I. KOSHER BEEF	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
Rib:					
1. 10" steaks or roast	31	30	28	25	21
2. 2. 7" Steaks or roast	34	32	30	26	22
3. Short ribs (flanken)	19	19	18	18	14
Chuck:					
4. Blade pot-roast (also shoulder pot-roast, bone-in; chuck roast, bone-in)	30	28	26	24	20
5. Blade steak (bone-in)	30	28	26	24	20
6. Boneless chuck	38	36	33	30	26
7. English cut	30	28	26	24	20
8. Arm or chuck pot-roast (bone-in)	30	28	26	24	20
9. Arm or chuck steak (bone-in)	30	28	26	24	20
10. Boneless neck	30	28	26	24	20
Brisket:					
11. Boneless brisket (also called breast of beef, boneless; breast deckel, boneless)	32	32	28	28	24
12. Brisket (bone-in) (also breast flanken, bone-in)	25	25	22	22	18
Plate:					
13. Plate (bone-in) (also called plate flanken or long bone flanken)	19	19	18	18	14
14. Boneless plate (also called plate flanken or long bone flanken, boneless)	23	23	22	22	18
Shank:					
15. Shank (bone-in)	19	19	19	19	15
16. Shank (boneless)	25	25	25	25	21
Ground beef (including skirt steak)	28	28	28	28	28
Retail prices of wholesale cuts:					
17. Rib—whole	27	26	24	22	18
18. Chuck—whole	23	22	21	18	14
19. Brisket—whole	19	19	17	17	13
20. Plate—whole	17	17	16	16	12
21. Shank—whole	15	15	15	15	11
II. KOSHER VEAL					
1. Breast (bone-in)	20	20	18	17	14
2. Shoulder (square-cut) (bone-in)	27	26	24	22	18
3. Shoulder chops or roast (bone-in) (also arm and blade)	33	32	30	27	22
4. Shoulder clod (boneless) (also square cut shoulder)	50	48	45	41	33
5. Shank (bone-in)	20	20	18	17	14
6. Shank (boneless)	28	27	25	23	19
7. Rib chops or roast	36	35	33	30	25
8. Neck (bone-in)	20	20	18	17	14
9. Neck (boneless)	28	27	25	23	19
10. Patties—ground veal	34	34	34	34	34
11. Retail prices of wholesale cuts:					
A Forequarters	22	22	20	19	15

[1] Beef—D grade is cutters and canners and veal—D grade is cull.

ZONE I—Continued

Cuts of meat	Lamb				Mutton		
	Grade AA or choice	Grade A or good	Grade B or commercial	Grade C or utility	Grade S or prime choice and good	Grade M or commercial	Grade R or utility and culls
III. KOSHER LAMB AND MUTTON	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
1. Rib chops and roast	41	39	36	33	20	18	15
2. Yoke, rattle or triangle (bone-in)	24	24	23	22	12	11	10
3. Breast and shank (bone-in)	18	17	16	15	9	8	7
4. Square cut chuck (bone-in)	31	29	27	26	15	13	11
5. Shoulder chops, blade or arm chops	36	34	32	29	17	15	13
6. Neck (bone-in)	21	20	18	17	10	9	8
7. Neck (boneless)	28	28	28	28	22	22	22
8. Patties (ground meat) including boneless breast and shank	28	28	28	28	22	22	22
9. Retail prices of wholesale cuts:							
A Forequarters	25	23	22	20	12	11	9
B Bracelet—whole	28	27	24	21	15	13	11
C Chuck—whole	23	22	21	20	11	10	9

(b) Retail ceiling prices on specially authorized sales to kosher eating places or other kosher retailers. Zone II.

Cuts of meat	Grades				
	AA or choice	A or good	B or commercial	C or utility	D [1]
I. KOSHER BEEF	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
Rib:					
1. 10" steaks or roast	30	29	26	24	20
2. 7" steaks or roast	33	31	29	25	21
3. Short ribs (flanken)	18	18	17	17	13
Chuck:					
4. Blade pot-roast (also shoulder pot-roast, bone-in; chuck roast, bone-in)	28	27	25	22	18
5. Blade steak (bone-in)	28	27	25	22	18
6. Boneless chuck	36	34	32	28	24
7. English cut	28	27	25	22	18
8. Arm or chuck pot-roast (bone-in)	28	27	25	22	18
9. Arm or chuck steak (bone-in)	28	27	25	22	18
10. Boneless neck	28	27	25	22	18
Brisket:					
11. Boneless brisket (also called breast of beef, boneless; breast deckel, boneless)	30	30	26	26	22
12. Brisket (bone-in) (also breast flanken, bone-in)	23	23	20	20	16
Plate:					
13. Plate (bone-in) (also called plate flanken or long bone flanken)	18	18	17	17	13
14. Boneless plate (also called plate flanken or long bone flanken, boneless)	22	22	21	21	17
Shank:					
15. Shank (bone-in)	17	17	17	17	13
16. Shank (boneless)	24	24	24	24	20
Ground beef (including skirt steak)	27	27	27	27	27
Retail prices of wholesale cuts:					
17. Rib—whole	26	25	23	21	17
18. Chuck—whole	22	21	20	18	14
19. Brisket—whole	18	18	16	16	12
20. Plate—whole	16	16	15	15	11
21. Shank—whole	14	14	14	14	10
II. KOSHER VEAL					
1. Breast (bone-in)	19	18	17	15	13
2. Shoulder (square-cut) (bone-in)	25	24	23	21	17
3. Shoulder chops or roast (bone-in) (also arm and blade)	31	31	28	26	21
4. Shoulder clod (boneless) (also square cut shoulder)	48	46	43	39	31
5. Shank (bone-in)	19	18	17	15	13
6. Shank (boneless)	26	26	24	22	17

ZONE II—Continued

Cuts of meat	Grades				
	AA or choice	A or good	B or commercial	C or utility	D [1]
II. KOSHER VEAL	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
7. Rib chops or roast	35	34	31	29	23
8. Neck (bone-in)	19	18	17	15	13
9. Neck (boneless)	26	26	24	22	17
10. Patties—ground veal	32	32	32	32	32
11. Retail prices of wholesale cuts:					
A Forequarters	21	21	19	18	14

Cuts of meat	Lamb				Mutton		
	Grade AA or choice	Grade A or good	Grade B or commercial	Grade C or utility	Grade S or prime choice and good	Grade M or commercial	Grade R or utility and culls
III. KOSHER LAMB AND MUTTON	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
1. Rib chops and roast	39	37	34	31	18	16	13
2. Yoke, rattle or triangle (bone-in)	22	22	21	20	10	9	8
3. Breast and shank (bone-in)	16	15	14	13	7	6	5
4. Square cut chuck (bone-in)	29	27	25	23	13	11	9
5. Shoulder chops, blade or arm chops	34	32	30	27	15	13	11
6. Neck (bone-in)	19	18	16	15	9	7	6
7. Neck (boneless)	26	26	26	26	20	20	20
8. Patties (ground meat) including boneless breast and shank	26	26	26	26	20	20	20
9. Retail prices of wholesale cuts:							
A Forequarters	23	22	20	18	10	9	8
B Bracelet—whole	27	25	23	19	13	12	10
C Chuck—whole	22	20	20	18	10	9	8

(c) Retail ceiling prices on specially authorized sales to kosher eating places or other kosher retailers. Zone III.

Cuts of meat	Grades				
	AA or choice	A or good	B or commercial	C or utility	D [1]
I. KOSHER BEEF	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
Rib:					
1. 10" steaks or roast	29	27	25	22	18
2. 7" steaks or roast	32	30	28	24	20
3. Short ribs (flanken)	17	17	16	16	12
Chuck:					
4. Blade pot-roast (also shoulder pot-roast, bone-in; chuck roast, bone-in)	27	26	24	21	17
5. Blade steak (bone-in)	27	25	24	21	17
6. Boneless chuck	35	33	30	27	23
7. English cut	27	25	24	21	17
8. Arm or chuck pot-roast (bone-in)	27	25	24	21	17
9. Arm or chuck steak (bone-in)	27	25	24	21	17
10. Boneless neck	27	25	24	21	17
Brisket:					
11. Boneless brisket (also called breast of beef, boneless; breast deckel, boneless)	28	28	24	24	20
12. Brisket (bone-in) (also breast flanken, bone-in)	22	22	19	19	15
Plate:					
13. Plate (bone-in) (also called plate flanken or long bone flanken)	17	17	16	16	12
14. Boneless plate (also called plate flanken or long bone flanken, boneless)	21	21	19	19	15
Shank:					
15. Shank (bone-in)	16	16	16	16	12
16. Shank (boneless)	22	22	22	22	18
Ground beef (including skirt steak)	25	25	25	25	25

[1] Beef—D grade is cutters and canners and veal—D grade is cull.

ZONE III—Continued

Cuts of meat	Grades				
	AA or choice	A or good	B or commercial	C or utility	D [1]
I. KOSHER BEEF—continued	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
Retail prices of wholesale cuts:					
17. Rib—whole	29	24	22	20	16
18. Chuck—whole	21	20	19	17	13
19. Brisket—whole	17	17	15	15	11
20. Plate—whole	15	15	14	14	10
21. Shank—whole	13	13	13	13	9
II. KOSHER VEAL					
1. Breast (bone-in)	17	17	16	14	11
2. Shoulder (square-cut) (bone-in)	24	23	21	20	16
3. Shoulder chops or roast (bone-in) (also arm and blade)	30	29	27	25	20
4. Shoulder clod (boneless) (also square cut shoulder)	47	45	42	38	30
5. Shank (bone-in)	17	17	16	14	11
6. Shank (boneless)	25	25	23	21	16
7. Rib chops or roast	33	33	30	27	22
8. Neck (bone-in)	17	17	16	14	11
9. Neck (boneless)	25	25	23	21	16
10. Patties—ground veal	31	31	31	31	31
11. Retail prices of wholesale cuts:					
A Forequarters	20	20	18	17	13

Cuts of meat	Lamb				Mutton		
	Grade AA or choice	Grade A or good	Grade B or commercial	Grade C or utility	Grade S or prime, choice, and good	Grade M or commercial	Grade R or utility and culls
III. KOSHER LAMB AND MUTTON	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
1. Rib chops and roast	39	37	34	31	18	16	13
2. Yoke, rattle or triangle (bone-in)	22	22	21	20	10	9	8
3. Breast and shank (bone-in)	16	15	14	13	7	6	5
4. Square cut chuck (bone-in)	29	27	25	23	13	11	9
5. Shoulder chops, blade or arm chops	34	32	30	27	15	13	11
6. Neck (bone-in)	19	18	16	15	9	7	6
7. Neck (boneless)	26	26	26	26	20	20	20
8. Patties (ground meat) including boneless breast and shank	26	26	26	26	20	20	20
9. Retail prices of wholesale cuts:							
A Forequarters	23	22	20	18	10	9	8
B Bracelet—whole	27	25	23	19	13	12	10
C Chuck—whole	22	20	20	18	10	9	8

(d) Retail ceiling prices on specially authorized sales to kosher eating places or other kosher retailers. Zone IV.

Cuts of meat	Grades				
	AA or choice	A or good	B or commercial	C or utility	D [1]
I. KOSHER BEEF	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
Rib:					
1. 10" steaks or roast	29	27	25	22	18
2. 7" steaks or roast	32	30	28	24	20
3. Short ribs (flanken)	17	17	16	16	12
Chuck:					
4. Blade pot roast (also shoulder pot-roast, Bone-in, chuck roast, bone-in)	27	25	24	21	17
5. Blade steak (bone-in)	27	25	24	21	17
6. Boneless chuck	35	33	30	27	23
7. English cut	27	25	24	21	17

(f) Retail selling prices on specially authorized sales to kosher eating places or other kosher retailers. Zone VI.

Cuts of meat	Grades				
	AA or choice	A or good	B or commercial	C or utility	D[1]
	Cents per pound	Cents per pound	Cents per pound	Cents per pound	Cents per pound
I. KOSHER BEEF					
Rib:					
1. 10" steaks and roast	30	28	26	23	19
2. 7" steaks and roast	31	29	27	23	21
3. Short ribs (Delmonico)	18	17	15	13	
Chuck:					
4. Blade pot-roast (also shoulder pot-roast, bone-in; chuck roast, bone-in)	28	26	24	20	
5. Blade steak (bone-in)	28	26	24	20	
6. Boneless chuck	33	31	29	25	
7. English cut	28	26	24	21	17
8. Arm or chuck pot-roast (bone-in)	28	26	24	21	17
9. Arm or chuck steak (bone-in)	28	26	24	21	17
10. Boneless neck	28	26	24	21	17
Brisket:					
11. Boneless brisket (also called breast of beef, boneless; breast decked, boneless)	29	27	25	21	
12. Brisket (bone-in) (also breast (kenken, bone-in)	22	22	20	16	
Plate:					
13. Plate (bone-in) (also called plate flanken or long bone flanken)	17	17	16	12	
14. Boneless plate (also called plate flanken or long bone flanken, boneless)	21	21	20	16	
Shank:					
15. Shank (bone-in)	17	17	17	13	
16. Shank (boneless)	23	23	23	19	
Ground beef (including skirt steak)	26	26	26	26	
Retail prices of wholesale cuts:					
17. Rib—whole	26	24	22	20	16
18. Chuck—whole	21	20	19	17	13
19. Brisket—whole	17	17	16	15	11
20. Plate—whole	15	15	14	14	10
21. Shank—whole	13	13	13	13	9
II. KOSHER VEAL					
1. Breast (bone-in)	17	16	15	14	11
2. Shoulder (square cut) (bone-in)	23	22	21	19	15
3. Shoulder chops or roast (bone-in) (also arm and blade)	29	29	26	24	19
4. Shoulder cled (boneless) (also square cut shoulder).	46	44	41	37	29
5. Shank (bone-in)	16	16	15	13	11
6. Shank (boneless)	24	24	22	20	15
7. Rib chops or roast	33	32	29	27	21
8. Neck (bone-in)	17	16	15	14	11
9. Neck (boneless)	24	24	22	20	15
10. Patties—ground veal	30	30	30	30	30
11. Retail prices of wholesale cuts:					
A. Forequarters	20	19	18	16	13
Mutton					
Lamb					
Grade AA or choice	Grade A or good	Grade B or commercial	Grade C or utility	Grade S or prime, choice, good	Grade M or commercial	Grade R or utility and culls
III. KOSHER LAMB AND MUTTON					
1. Rib chops and roast	39	37	34	31	18	13	
2. Yoke, pattie or trimmings (bone-in)	22	22	21	20	10	9	8
3. Breast and shank (bone-in)	16	16	14	13	7	6	
4. Square cut chuck (bone-in)	29	27	25	23	13	11	9
5. Shoulder chops, blade or arm chops	34	32	30	27	15	13	11
6. Neck (bone-in)	19	18	16	15	9	7	6
7. Neck (boneless)	26	26	26	26	20	20	20
8. Patties (ground meat) including bone-less breast and shank	36	36	36	36	30	30	30
9. Retail prices of wholesale cuts:							
A Forequarters	23	22	20	18	10	9	
B Hindquarter—whole	27	25	23	19	13	12	10
C Chuck—whole	22	20	20	18	9	9	8

[1] Beef—D grade is cutters and canners; and veal—D grade is cull.

(e) Retail selling prices on specially authorized sales to kosher eating places or other kosher retailers. Zone V.

Cuts of meat	Grades				
	AA or choice	A or good	B or commercial	C or utility	D[1]
	Cents per pound	Cents per pound	Cents per pound	Cents per pound	Cents per pound
I. KOSHER BEEF					
Rib:					
1. 10" steaks and roast	29	28	26	23	19
2. 7" steaks and roast	32	31	29	25	23
3. Short ribs (Delmonico)	17	17	16	13	12
Chuck:					
4. Blade pot-roast (also shoulder pot-roast, bone-in; chuck roast, bone-in)	28	26	25	21	17
5. Blade steak (bone-in)	28	26	24	21	17
6. Boneless chuck	33	31	29	25	23
7. English cut	28	26	24	21	17
8. Arm or chuck pot-roast (bone-in)	28	26	24	21	17
9. Arm or chuck steak (bone-in)	28	26	24	21	17
10. Boneless neck	28	26	24	21	17
Brisket:					
11. Boneless brisket (also called breast of beef, boneless; breast decked, boneless)	29	27	25	21	
12. Brisket (bone-in) (also breast flanken, bone-in)	22	22	20	16	
Plate:					
13. Plate (bone-in) (also called plate flanken or long bone flanken)	17	17	16	12	
14. Boneless plate (also called plate flanken or long bone flanken, boneless)	21	21	20	16	
Shank:					
15. Shank (bone-in)	17	17	17	13	
16. Shank (boneless)	23	23	23	19	
Ground beef (including skirt steak)	26	26	26	26	
Retail prices of wholesale cuts:					
17. Rib—whole	26	25	23	20	16
18. Chuck—whole	22	22	20	17	13
19. Brisket—whole	17	17	16	15	11
20. Plate—whole	15	15	14	14	10
21. Shank—whole	13	13	13	13	9
II. KOSHER VEAL					
1. Breast (bone-in)	17	16	15	14	11
2. Shoulder (square cut) (bone-in)	23	22	21	19	15
3. Shoulder chops or roast (bone-in) (also arm and blade)	29	29	26	24	19
4. Shoulder cled (boneless) (also square cut shoulder).	46	44	41	37	29
5. Shank (bone-in)	16	16	15	13	11
6. Shank (boneless)	24	24	22	20	15
7. Rib chops or roast	33	32	29	27	21
8. Neck (bone-in)	17	16	15	14	11
9. Neck (boneless)	24	24	22	20	15
10. Patties—ground veal	30	30	30	30	30
11. Retail prices of wholesale cuts:					
A. Forequarters	20	19	18	16	13
Mutton					
Lamb					
Grade AA or choice	Grade A or good	Grade B or commercial	Grade C or utility	Grade S or prime, choice, good	Grade M or commercial	Grade R or utility and culls
III. KOSHER LAMB AND MUTTON						
1. Rib chops and roast	39	37	34	31	18	13
2. Yoke, pattie or trimmings (bone-in)	22	22	21	20	10	9
3. Breast and shank (bone-in)	16	16	14	13	7	6
4. Square cut chuck (bone-in)	29	27	25	23	13	11
5. Shoulder chops, blade or arm chops	34	32	30	27	15	13
6. Neck (bone-in)	19	18	16	15	9	7
7. Neck (boneless)	26	26	26	26	20	20
8. Patties (ground meat) including bone-less breast and shank	36	36	36	36	30	30
9. Retail prices of wholesale cuts:						
A. Forequarters	23	22	20	18	10	9
B. Hindquarter—whole	27	25	23	19	13	12
C. Chuck—whole	22	20	20	18	9	9

[1] Beef—D grade is cutters and canners; and veal—D grade is cull.

(e) Retail selling prices on specially authorized sales to kosher eating places or other kosher retailers. Zone V.

Cuts of meat	Grades				
	AA or choice	A or good	B or commercial	C or utility	D[1]
	Cents per pound	Cents per pound	Cents per pound	Cents per pound	Cents per pound
I. KOSHER BEEF					
Rib:					
1. 10" steaks and roast	29	28	26	23	19
2. 7" steaks and roast	32	31	29	25	23
3. Short ribs (Delmonico)	17	17	16	13	12
Chuck:					
4. Blade pot-roast (also shoulder pot-roast, bone-in; chuck roast, bone-in)	28	26	25	21	17
5. Blade steak (bone-in)	28	26	24	21	17
6. Boneless chuck	33	31	29	25	23
7. English cut	28	26	24	21	17
8. Arm or chuck pot-roast (bone-in)	28	26	24	21	17
9. Arm or chuck steak (bone-in)	28	26	24	21	17
10. Boneless neck	28	26	24	21	17
Brisket:					
11. Boneless brisket (also called breast of beef, boneless; breast decked, boneless)	29	27	25	21	
12. Brisket (bone-in) (also breast flanken, bone-in)	22	22	20	16	
Plate:					
13. Plate (bone-in) (also called plate flanken or long bone flanken)	17	17	16	12	
14. Boneless plate (also called plate flanken or long bone flanken, boneless)	21	21	20	16	
Shank:					
15. Shank (bone-in)	17	17	17	13	
16. Shank (boneless)	23	23	23	19	
Ground beef (including skirt steak)	26	26	26	26	
Retail prices of wholesale cuts:					
17. Rib—whole	26	25	23	20	16
18. Chuck—whole	22	22	20	17	13
19. Brisket—whole	17	17	16	15	11
20. Plate—whole	15	15	14	14	10
21. Shank—whole	13	13	13	13	9
II. KOSHER VEAL					
1. Breast (bone-in)	17	16	15	13	11
2. Shoulder (square cut) (bone-in)	23	22	21	19	15
3. Shoulder chops or roast (bone-in) (also arm and blade)	29	29	26	24	19
4. Shoulder cled (boneless) (also square cut shoulder).	47	45	42	37	29
5. Shank (bone-in)	17	16	15	14	11
6. Shank (boneless)	25	24	22	20	16
7. Rib chops or roast	33	32	30	27	21
8. Neck (bone-in)	17	16	15	14	11
9. Neck (boneless)	25	24	22	20	15
10. Patties—ground veal	30	30	30	30	30
11. Retail prices of wholesale cuts:					
A. Forequarters	30	30	18	16	13
Mutton					
Lamb					
Grade AA or choice	Grade A or good	Grade B or commercial	Grade C or utility	Grade S or prime, choice, good	Grade M or commercial	Grade R or utility and culls
III. KOSHER LAMB AND MUTTON						
1. Rib chops and roast	40	38	32	32	19	16	14
2. Yoke, pattie or trimmings (bone-in)	23	22	21	20	11	9	8
3. Breast and shank (bone-in)	17	16	15	14	8	7	6
4. Square cut chuck (bone-in)	30	28	25	24	14	12	10
5. Shoulder chops, blade or arm chops	35	33	30	28	16	14	12
6. Neck (bone-in)	20	19	17	16	9	8	7
7. Neck (boneless)	27	27	27	27	21	21	21
8. Patties (ground meat) including bone-less breast and shank	36	36	36	36	30	30	30
9. Retail prices of wholesale cuts:							
A. Forequarters	22	20	20	18	10	9	8
B. Hindquarter—whole	27	25	23	19	13	12	10
C. Chuck—whole	22	20	20	18	9	9	8

[1] Beef—D grade is cutters and canners; and veal—D grade is cull.

(e) Retail selling prices on specially authorized sales to kosher eating places or other kosher retailers. Zone VI.

Cuts of meat	Zone VI—Continued				
	Grades				
	AA or choice	A or good	B or commercial	C or utility	D[1]
	Cents per pound	Cents per pound	Cents per pound	Cents per pound	Cents per pound
I. KOSHER BEEF					
Rib:					
1. 10" steaks and roast	29	28	26	23	19
2. 7" steaks and roast	32	31	29	25	23
3. Short ribs (Delmonico)	17	17	16	13	12
Chuck:					
4. Blade pot-roast (also shoulder pot-roast, bone-in; chuck roast, bone-in)	28	26	25	21	17
5. Blade steak (bone-in)	28	26	24	21	17
6. Boneless chuck	33	31	29	25	23
7. English cut	28	26	24	21	17
8. Arm or chuck pot-roast (bone-in)	28	26	24	21	17
9. Arm or chuck steak (bone-in)	28	26	24	21	17
10. Boneless neck	28	26	24	21	17
Brisket:					
11. Boneless brisket (also called breast of beef, boneless; breast decked, boneless)	29	27	25	21	
12. Brisket (bone-in) (also breast flanken, bone-in)	22	22	20	16	
Plate:					
13. Plate (bone-in) (also called plate flanken or long bone flanken)	17	17	16	12	
14. Boneless plate (also called plate flanken or long bone flanken, boneless)	21	21	20	16	
Shank:					
15. Shank (bone-in)	17	17	17	13	
16. Shank (boneless)	23	23	23	19	
Ground beef (including skirt steak)	26	26	26	26	
Retail prices of wholesale cuts:					
17. Rib—whole	26	25	23	20	16
18. Chuck—whole	22	22	20	17	13
19. Brisket—whole	17	17	16	15	11
20. Plate—whole	15	15	14	14	10
21. Shank—whole	13	13	13	13	9
II. KOSHER VEAL					
1. Breast (bone-in)	17	16	15	14	11
2. Shoulder (square cut) (bone-in)	23	22	21	19	15
3. Shoulder chops or roast (bone-in) (also arm and blade)	29	29	26	24	19
4. Shoulder cled (boneless) (also square cut shoulder).	46	44	41	37	29
5. Shank (bone-in)	16	16	15	13	11
6. Shank (boneless)	24	24	22	20	15
7. Rib chops or roast	33	32	29	27	21
8. Neck (bone-in)	17	16	15	14	11
9. Neck (boneless)	24	24	22	20	15
10. Patties—ground veal	30	30	30	30	30
11. Retail prices of wholesale cuts:					
A. Forequarters	20	19	18	16	13
Mutton					
Lamb					
Grade AA or choice	Grade A or good	Grade B or commercial	Grade C or utility	Grade S or prime, choice, good	Grade M or commercial	Grade R or utility and culls
III. KOSHER LAMB AND MUTTON						
1. Rib chops and roast	39	37	34	31	18	13
2. Yoke, pattie or trimmings (bone-in)	22	22	21	20	10	9	8
3. Breast and shank (bone-in)	16	16	14	13	7	6	
4. Square cut chuck (bone-in)	29	27	25	23	13	11	9
5. Shoulder chops, blade or arm chops	34	32	30	27	15	13	11
6. Neck (bone-in)	19	18	16	15	9	7	6
7. Neck (boneless)	26	26	26	26	20	20	20
8. Patties (ground meat) including bone-less breast and shank	36	36	36	36	30	30	30
9. Retail prices of wholesale cuts:							
A. Forequarters	23	22	20	18	10	9	8
B. Hindquarter—whole	27	25	23	19	13	12	10
C. Chuck—whole	22	20	20	18	9	9	8

(e) Retail selling prices on specially authorized sales to kosher eating places or other kosher retailers. Zone VII.

Cuts of meat	Grades				
	AA or choice	A or good	B or commercial	C or utility	D[1]
	Cents per pound	Cents per pound	Cents per pound	Cents per pound	Cents per pound
I. KOSHER BEEF					
Rib:					
1. 10" steaks and roast	30	28	26	23	19
2. 7" steaks and roast	31	29	27	23	21
3. Short ribs (Delmonico)	18	17	15	13	12
Chuck:					
4. Blade pot-roast (also shoulder pot-roast, bone-in; chuck roast, bone-in)	28	26	25	21	17
5. Blade steak (bone-in)	28	26	24	21	17
6. Boneless chuck	33	31	29	25	23
7. English cut	28	26	24	21	17
8. Arm or chuck pot-roast (bone-in)	28	26	24	21	17
9. Arm or chuck steak (bone-in)	28	26	24	21	17
10. Boneless neck	28	26	24	21	17
Brisket:					
11. Boneless brisket (also called breast of beef, boneless; breast decked, boneless)	29	27	25	21	
12. Brisket (bone-in) (also breast flanken, bone-in)	22	22	20	16	
Plate:					
13. Plate (bone-in) (also called plate flanken or long bone flanken)	17	17	16	12	
14. Boneless plate (also called plate flanken or long bone flanken, boneless)	21	21	20	16	
Shank:					
15. Shank (bone-in)	17	17	17	13	
16. Shank (boneless)	23	23	23	19	
Ground beef (including skirt steak)	26	26	26	26	
Retail prices of wholesale cuts:					
17. Rib—whole	26	25	23	20	16
18. Chuck—whole	22	22	20	17	13
19. Brisket—whole	17	17	16	15	11
20. Plate—whole	15	15	14	14	10
21. Shank—whole	13	13	13	13	9
II. KOSHER VEAL					
1. Breast (bone-in)	17	16	15	14	11
2. Shoulder (square cut) (bone-in)	23	22	21	19	15
3. Shoulder chops or roast (bone-in) (also arm and blade)	29	29	26	24	19
4. Shoulder cled (boneless) (also square cut shoulder).	47	45	42	37	29
5. Shank (bone-in)	17	16	15	14	11
6. Shank (boneless)	25	24	22	20	16
7. Rib chops or roast	33	32	30	27	21
8. Neck (bone-in)	17	16	15	14	11
9. Neck (boneless)	25	24	22	20	15
10. Patties—ground veal	30	30	30	30	30
11. Retail prices of wholesale cuts:					
A. Forequarters	30	30	18	16	13
Mutton					
Lamb					
Grade AA or choice	Grade A or good	Grade B or commercial	Grade C or utility	Grade S or prime, choice, good	Grade M or commercial	Grade R or utility and culls
III. KOSHER LAMB AND MUTTON						
1. Rib chops and roast	39	37	34	31	18	13
2. Yoke, pattie or trimmings (bone-in)	22	22	21	20	10	9	8
3. Breast and shank (bone-in)	16	16	14	13	7	6	
4. Square cut chuck (bone-in)	29	27	25	23	13	11	9
5. Shoulder chops, blade or arm chops	34	32	30	27	15	13	11
6. Neck (bone-in)	19	18	16	15	9	7	6
7. Neck (boneless)	26	26	26	26	20	20	20
8. Patties (ground meat) including bone-less breast and shank	36	36	36	36	30	30	30
9. Retail prices of wholesale cuts:							
A. Forequarters	22	20	20	18	10	9	8
B. Hindquarter—whole	27	25	23	19	13	12	10
C. Chuck—whole	22	20	20	18	9	9	8

[1] Beef—D grade is cutters and canners; and veal—D grade is cull.

(e) Retail selling prices on specially authorized sales to kosher eating places or other kosher retailers. Zone VII.

Cuts of meat	Grades				
	AA or choice	A or good	B or commercial	C or utility	D[1]
	Cents per pound	Cents per pound	Cents per pound	Cents per pound	Cents per pound
I. KOSHER BEEF					
Rib:					
1. 10" steaks and roast	30	28	26	23	19
2. 7" steaks and roast	31	29	27	23	21
3. Short ribs (Delmonico)	18	17	15	13	12
Chuck:					
4. Blade pot-roast (also shoulder pot-roast, bone-in; chuck roast, bone-in)	28	26	25	21	17
5. Blade steak (bone-in)	28	26	24	21	17
6. Boneless chuck	33	31	29	25	23
7. English cut	28	26	24	21	17
8. Arm or chuck pot-roast (bone-in)	28	26	24	21	17
9. Arm or chuck steak (bone-in)	28	26	24	21	17
10. Boneless neck	28	26	24	21	17
Brisket:					
11. Boneless brisket (also called breast of beef, boneless; breast decked, boneless)	29	27	25	21	
12. Brisket (bone-in) (also breast flanken, bone-in)	22	22	20	16	
Plate:					
13. Plate (bone-in) (also called plate flanken or long bone flanken)	17	17	16	12	
14. Boneless plate (also called plate flanken or long bone flanken, boneless)	21	21	20	16	
Shank:					
15. Shank (bone-in)	17	17	17	13	
16. Shank (boneless)	23	23	23	19	
Ground beef (including skirt steak)	26	26	26	26	
Retail prices of wholesale cuts:					
17. Rib—whole	26	25	23	20	16
18. Chuck—whole	22	22	20	17	13
19. Brisket—whole	17	17	16	15	11
20. Plate—whole	15	15	14	14	10
21. Shank—whole	13	13	13	13	9
II. KOSHER VEAL					
1. Breast (bone-in)	17	16	15	14	11
2. Shoulder (square cut) (bone-in)	23	22	21	19	15
3. Shoulder chops or roast (bone-in) (also arm and blade)	29	29	26	24	19
4. Shoulder cled (boneless) (also square cut shoulder).	46	44	41	37	29
5. Shank (bone-in)	16	16	15	13	11
6. Shank (boneless)	24	24	22	20	15
7. Rib chops or roast	33	32	29	27	21
8. Neck (bone-in)	17	16	15	14	11
9. Neck (boneless)	24	24	22	20	15
10. Patties—ground veal	30	30	30	30	30
11. Retail prices of wholesale cuts:					
A. Forequarters	20	19	18	16	13
Mutton					
Lamb					
Grade AA or choice	Grade A or good	Grade B or commercial	Grade C or utility	Grade S or prime, choice, good	Grade M or commercial	Grade R or utility and culls
III. KOSHER LAMB AND MUTTON						
1. Rib chops and roast	40	38	32	32	19	16	14
2. Yoke, pattie or trimmings (bone-in)	23	22	21	20	11	9	8
3. Breast and shank (bone-in)	17	16	15	14	8	7	6
4. Square cut chuck (bone-in)	30	28	25	24	14	12	10
5. Shoulder chops, blade or arm chops	35	33	30	28	16	14	12
6. Neck (bone-in)	20	19	17	16	9	8	7
7. Neck (boneless)	27	27	27	27	21	21	21
8. Patties (ground meat) including bone-less breast and shank	36	36	36	36	30	30	30
9. Retail prices of wholesale cuts:							
A. Forequarters	23	22	20	18	10	9	8
B. Hindquarter—whole	27	25	23	19	13	12	10
C. Chuck—whole	22	20	20	18	9	9	8

[1] Beef—D grade is cutters and canners; and veal—D grade is cull.

ZONE VII—Continued

Cuts of meat	Lamb				Mutton		
	Grade AA or choice	Grade A or good	Grade B or commercial	Grade C or utility	Grade S or prime choice and good	Grade M or commercial	Grade R or utility and culls
III. KOSHER LAMB AND MUTTON	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
1. Rib chops and roast	41	38	36	32	19	17	14
2. Yoke, rattle or triangle (bone-in)	23	23	22	21	12	10	9
3. Breast and shank (bone-in)	17	16	15	14	8	8	7
4. Square cut chuck (bone-in)	30	28	26	24	14	13	11
5. Shoulder chops, blade or arm chops	35	33	31	28	16	15	13
6. Neck (bone-in)	20	19	18	16	10	9	8
7. Neck (boneless)	27	27	27	27	21	21	21
8. Patties (ground meat) including boneless breast and shank	27	27	27	27	21	21	21
9. Retail prices of wholesale cuts:							
A. Forequarters	24	23	21	19	11	10	9
B. Bracelet—whole	28	26	24	20	14	13	11
C. Chuck—whole	22	21	21	19	11	10	8

(h) Retail ceiling prices on specially authorized sales to kosher eating places or other kosher retailers. ZONE VIII NORTH.

Cuts of meat	Grades				
	AA or choice	A or good	B or commercial	C or utility	D[1]
I. KOSHER BEEF	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
Rib:					
1. 10" steaks and roast	30	29	27	24	20
2. 7" steaks and roast	34	32	29	26	22
3. Short ribs (flanken)	18	18	17	17	13
Chuck:					
4. Blade pot-roast (also shoulder pot-roast, bone-in; chuck roast, bone-in)	29	27	25	23	19
5. Blade steak (bone-in)	29	27	25	23	19
6. Boneless chuck	37	35	32	29	25
7. English cut	29	27	25	23	19
8. Arm or chuck pot-roast (bone-in)	29	27	25	23	19
9. Arm or chuck steak (bone-in)	29	27	25	23	19
10. Boneless neck					
Brisket:					
11. Boneless brisket (also called breast of beef, boneless; breast deckel, (boneless)	30	30	26	26	22
12. Brisket (bone-in) (also breast flanken, bone-in)	24	24	21	21	17
Plate:					
13. Plate (bone-in) (also called plate flanken or bone flanken)	18	18	17	17	13
14. Boneless plate (also called plate flanken or long bone flanken, boneless)	22	22	21	21	17
Shank:					
15. Shank (bone-in)	18	18	18	18	14
16. Shank (boneless)	24	24	24	24	20
Ground beef (including skirt steak)	27	27	27	27	
Retail prices of wholesale cuts:					
17. Rib—whole	27	25	24	21	17
18. Chuck—whole	23	21	20	18	14
19. Brisket—whole	19	19	17	17	13
20. Plate—whole	16	16	15	15	11
21. Shank—whole	14	14	14	14	10
II. KOSHER VEAL					
1. Breast (bone-in)	18	18	16	15	12
2. Shoulder (square cut) (bone-in)	25	24	22	20	16
3. Shoulder chops or roast (bone-in) (also arm and blade)	31	30	28	25	20
4. Shoulder clod (boneless) (also square cut shoulder)	48	46	43	39	31
5. Shank (bone-in)	18	18	16	15	12
6. Shank (boneless)	26	25	23	21	17
7. Rib chops or roast	34	33	31	28	23
8. Neck (bone-in)	18	18	16	15	12
9. Neck (boneless)	26	25	23	21	17
10. Patties—ground veal	32	32	32	32	32
11. Retail prices of wholesale cuts:					
A. Forequarters	21	20	19	17	14

[1] Beef—D grade is cutters and canners and veal—D grade is cull.

ZONE VIII NORTH—Continued

Cuts of meat	Grades				
	AA or choice	A or good	B or commercial	C or utility	D[1]
II. KOSHER VEAL—CON.	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
6. Shank (boneless)	26	25	23	21	17
7. Rib chops or roast	34	33	31	28	23
8. Neck (bone-in)	18	18	16	15	12
9. Neck (boneless)	26	25	23	21	17
10. Patties—ground veal	32	32	32	32	32
11. Retail prices of wholesale cuts:					
A Forequarters	21	20	19	17	14

Cuts of meat	Lamb				Mutton		
	Grade AA or choice	Grade A or good	Grade B or commercial	Grade C or utility	Grade S or prime, choice, and good	Grade M or commercial	Grade R or utility and culls
III. KOSHER LAMB AND MUTTON	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
1. Rib chops and roast	41	39	36	33	20	18	15
2. Yoke, rattle or triangle (bone-in)	24	24	23	22	12	11	10
3. Breast and shank (bone-in)	18	17	16	15	9	8	7
4. Square cut chuck (bone-in)	31	29	27	25	15	13	11
5. Shoulder chops, blade or arm chops	36	34	32	29	17	15	13
6. Neck (bone-in)	21	20	18	17	10	9	8
7. Neck (boneless)	28	28	28	28	22	22	22
8. Patties (ground meat) including boneless breast and shank	28	28	28	28	22	22	22
9. Retail prices of wholesale cuts:							
A. Forequarters	25	23	22	20	12	11	9
B. Bracelet—whole	28	27	24	21	15	13	11
C. Chuck—whole	23	22	21	20	11	10	9

(i) Retail ceiling prices on specially authorized sales to kosher eating places or other kosher retailers. ZONE VIII SOUTH.

Cuts of meat	Grades				
	AA or choice	A or good	B or commercial	C or utility	D[1]
I. KOSHER BEEF	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
Rib:					
1. 10" steaks or roast	30	29	27	24	20
2. 7" steaks or roast	34	32	29	26	22
3. Short ribs (flanken)	18	18	17	17	13
Chuck:					
4. Blade pot-roast (also shoulder pot-roast, bone-in, chuck roast, bone-in)	29	27	25	23	19
5. Blade steak (bone-in)	29	27	25	23	19
6. Boneless chuck	37	35	32	29	25
7. English cut	29	27	25	23	19
8. Arm or chuck pot-roast (bone-in)	29	27	25	23	19
9. Arm or chuck steak (bone-in)	29	27	25	23	19
10. Boneless neck					
Brisket:					
11. Boneless brisket (also called breast of beef, boneless breast deckel, boneless)	30	30	26	26	22
12. Brisket (bone-in) (also breast flanken, bone-in)	24	24	21	21	17
Plate:					
13. Plate (bone-in) (also called plate flanken or long bone flanken)	18	18	17	17	13
14. Boneless plate (also called plate flanken or long bone flanken, boneless)	22	22	21	21	17
Shank:					
15. Shank (bone-in)	18	18	18	18	14
16. Shank (boneless)	24	24	24	24	20

ZONE VIII SOUTH—Continued

Cuts of meat	Grades				
	AA or choice	A or good	B or commercial	C or utility	D[1]
I. KOSHER BEEF—continued	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
Ground beef (including skirt steak)	27	27	27	27	27
Retail prices of wholesale cuts:					
17. Rib—whole	27	25	24	21	17
18. Chuck—whole	23	21	20	18	14
19. Brisket—whole	19	19	17	17	13
20. Plate—whole	16	16	15	15	11
21. Shank—whole	14	14	14	14	10
II. KOSHER VEAL					
1. Breast (bone-in)	18	18	16	15	12
2. Shoulder (square cut) (bone-in)	25	24	22	20	16
3. Shoulder chops or roast (bone-in) (also arm and blade)	31	30	28	25	20
4. Shoulder clod (boneless) (also square cut shoulder)	48	46	43	39	31
5. Shank (bone-in)	18	18	16	15	12
6. Shank (boneless)	26	25	23	21	17
7. Rib chops or roast	34	33	31	28	23
8. Neck (bone-in)	18	18	16	15	12
9. Neck (boneless)	26	25	23	21	17
10. Patties—ground veal	32	32	32	32	32
11. Retail prices of wholesale cuts:					
A. Forequarters	21	20	19	17	14

Cuts of meat	Lamb				Mutton		
	Grade AA or choice	Grade A or good	Grade B or commercial	Grade C or utility	Grade S or prime, choice, and good	Grade M or commercial	Grade R or utility and culls
III. KOSHER LAMB AND MUTTON	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
1. Rib chops and roast	41	39	36	33	19	17	15
2. Yoke, rattle or triangle (bone-in)	24	23	23	21	12	11	10
3. Breast and shank (bone-in)	18	17	16	14	9	8	7
4. Square cut chuck (bone-in)	30	29	26	24	15	13	11
5. Shoulder chops, blade or arm chops	35	34	31	28	17	15	13
6. Neck (bone-in)	21	19	18	17	10	9	8
7. Neck (boneless)	28	28	28	28	22	22	22
8. Patties (ground meat) including boneless breast and shank	28	28	28	28	22	22	22
9. Retail prices of wholesale cuts:							
A. Forequarters	24	23	21	20	12	10	9
B. Bracelet—Whole	28	27	24	21	15	13	11
C. Chuck—Whole	23	22	21	20	11	10	9

(j) Retail ceiling prices on specially authorized sales to kosher eating places or other kosher retailers. Zone IX North

Cuts of meat	Grades				
	AA or choice	A or good	B or commercial	C or utility	D[1]
I. KOSHER BEEF	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
Rib:					
1. 10" steaks or roast	33	31	29	26	22
2. 7" steaks or roast	36	34	32	28	24
3. Short ribs (flanken)	21	21	19	19	15
Chuck:					
4. Blade pot-roast (also shoulder pot-roast, bone-in; chuck roast, bone-in)	31	30	28	25	21
5. Blade steak (bone-in)	31	30	28	25	21

[1] Beef—D grade is cutters and canners and veal—D grade is cull.

ZONE IX NORTH—Continued

Cuts of meat	Grades				
	AA or choice	A or good	B or commercial	C or utility	D[1]
Chuck—Continued.	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
6. Boneless chuck	40	38	35	32	28
7. English cut	31	30	28	25	21
8. Arm or chuck pot-roast (bone-in)	31	30	28	25	21
9. Arm or chuck steak (bone-in)	31	30	28	25	21
10. Boneless neck	31	30	28	25	21
Brisket:					
11. Boneless brisket (also called breast of beef, boneless, breast deckel, boneless)	34	34	30	30	26
12. Brisket (bone-in) (also breast flanken, bone-in)	26	26	23	23	19
Plate:					
13. Plate (bone-in) (also called plate flanken or long bone flanken)	21	21	20	20	16
14. Boneless plate (also called plate flanken or long bone flanken, boneless)	25	25	24	24	20
Shank:					
15. Shank (bone-in)	20	20	20	20	16
16. Shank (boneless)	27	27	27	27	23
Ground beef (including skirt steak)	31	31	31	31	31
Retail prices of wholesale cuts:					
17. Rib—whole	28	26	24	22	18
18. Chuck—whole	23	22	21	19	15
19. Brisket—whole	19	19	17	17	13
20. Plate—whole	17	17	16	16	12
21. Shank—whole	15	15	15	15	11
II. KOSHER VEAL					
1. Breast (bone-in)	21	20	19	18	15
2. Shoulder (square cut) (bone-in)	27	27	25	23	19
3. Shoulder chops or roast (bone-in) (also arm and blade)	34	33	31	28	23
4. Shoulder clod (boneless) (also square cut shoulder)	51	49	46	41	33
5. Shank (bone-in)	21	20	19	18	15
6. Shank (boneless)	29	28	26	24	20
7. Rib chops or roast	37	36	34	31	25
8. Neck (bone-in)	21	20	19	18	15
9. Neck (boneless)	29	28	26	24	20
10. Patties—ground veal	34	34	34	34	34
11. Retail prices of wholesale cuts:					
A. Forequarters	22	21	20	18	15

Cuts of meat	Lamb				Mutton		
	Grade AA or choice	Grade A or good	Grade B or commercial	Grade C or utility	Grade S or prime, choice, and good	Grade M or commercial	Grade R or utility and culls
III. KOSHER LAMB AND MUTTON	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
1. Rib chops and roast	42	40	37	34	21	18	16
2. Yoke, rattle or triangle (bone-in)	25	24	24	22	13	12	11
3. Breast and shank (bone-in)	19	18	17	16	10	9	8
4. Square cut chuck (bone-in)	32	30	27	26	16	14	12
5. Shoulder chops, blade or arm chops	37	35	32	30	18	16	14
6. Neck (bone-in)	22	21	19	18	11	10	9
7. Neck (boneless)	29	29	29	29	23	23	23
8. Patties (ground meat) including boneless breast and shank	29	29	29	29	23	23	23
9. Retail prices of wholesale cuts:							
A. Forequarters	25	24	22	20	12	11	10
B. Bracelet—whole	29	27	25	21	15	14	10
C. Chuck—whole	24	23	22	20	12	11	12

(k) Retail ceiling prices on specially authorized sales to kosher eating places or other kosher retailers. Zone IX South.

Cuts of meat	Grades				
	AA or choice	A or good	B or commercial	C or utility	D[1]
I. KOSHER BEEF	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
Rib:					
1. 10" steaks or roast	31	29	27	24	20
2. 7" steaks or roast	34	32	30	26	22
3. Short ribs (flanken)	19	19	18	18	14
Chuck:					
4. Blade pot-roast (also shoulder pot-roast, bone-in; chuck roast, bone-in)	29	28	26	23	19
5. Blade steak (bone-in)	29	28	26	23	19
6. Boneless chuck	37	35	33	29	25
7. English cut	29	28	26	23	19
8. Arm or chuck pot-roast (bone-in)	29	28	26	23	19
9. Arm or chuck steak (bone-in)	29	28	26	23	19
10. Boneless neck					
Brisket:					
11. Boneless brisket (also called breast of beef, boneless; breast deckel, boneless)	31	31	27	27	23
12. Brisket (bone-in) (also breast flanken, bone-in)	24	24	21	21	18
Plate:					
13. Plate (bone-in) (also called plate flanken or long bone flanken)	19	19	18	18	14
14. Boneless plate (also called plate flanken or long bone flanken, boneless)	23	23	22	22	18
Shank:					
15. Shank (bone-in)	18	18	18	18	14
16. Shank (boneless)	25	25	25	25	21
Ground beef (including skirt steak)	28	28	28	28	28
Retail prices of wholesale cuts:					
17. Rib—whole	27	26	24	21	17
18. Chuck—whole	23	22	20	18	14
19. Brisket—whole	19	19	17	17	13
20. Plate—whole	17	17	16	16	12
21. Shank—whole	14	14	14	14	10
II. KOSHER VEAL					
1. Breast (bone-in)	19	18	17	15	13
2. Shoulder (square cut) (bone-in)	25	24	23	21	17
3. Shoulder chops or roast (bone-in) (also arm and blade)	31	31	28	26	21
4. Shoulder clod (boneless) (also square cut shoulder)	48	46	43	39	31
5. Shank (bone-in)	19	18	17	15	13
6. Shank (boneless)	26	26	24	23	17
7. Rib chops or roast	35	34	31	29	23
8. Neck (bone-in)	19	18	17	15	13
9. Neck (boneless)	26	26	24	23	17
10. Patties—ground veal	32	32	32	32	32
11. Retail prices of wholesale cuts:					
A. Forequarters	21	21	19	18	14

Cuts of meat	Lamb				Mutton		
	Grade AA or choice	Grade A or good	Grade B or commercial	Grade C or utility	Grade S or prime, choice, and good	Grade M or commercial	Grade R or utility and culls
III. KOSHER LAMB AND MUTTON	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
1. Rib chops and roast	41	39	36	33	20	18	15
2. Yoke, rattle or triangle (bone-in)	24	24	23	23	12	11	10
3. Breast and shank (bone-in)	18	17	16	15	9	8	7
4. Square cut chuck (bone-in)	31	29	27	25	16	13	11
5. Shoulder chops, blade or arm chops	36	34	32	29	17	15	13
6. Neck (bone-in)	21	20	18	17	10	9	8
7. Neck (boneless)	28	28	28	28	22	22	22
8. Patties (ground meat) including boneless breast and shank	28	28	28	28	22	22	23

[1] Beef—D grade is cutters and canners, and veal—D grade is cull.

ZONE IX SOUTH—Continued

Cuts of meat	Lamb				Mutton		
	Grade AA or choice	Grade A or good	Grade B or commercial	Grade C or utility	Grade S or prime, choice, and good	Grade M or commercial	Grade R or utility and culls
III. KOSHER LAMB AND MUTTON—con.	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
9. Retail prices of wholesale cuts:							
A. Forequarters	25	23	22	20	12	11	9
B. Bracelet—whole	28	27	24	21	15	13	11
C. Chuck—whole	23	22	21	20	11	10	9

(l) Retail ceiling prices on specially authorized sales to kosher eating places or other kosher retailers. Zone X.

Cuts of meat	Grades				
	AA or choice	A or good	B or commercial	C or utility	D[1]
I. KOSHER BEEF	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
Rib:					
1. 10" steaks or roast	31	30	28	25	21
2. 7" steaks or roast	34	32	30	26	22
3. Short ribs (flanken)	19	19	18	18	14
Chuck:					
4. Blade pot-roast (also shoulder pot-roast, bone-in; chuck roast, bone-in)	30	28	26	24	20
5. Blade steak (bone-in)	30	28	26	24	20
6. Boneless chuck	38	36	33	30	26
7. English cut	30	28	26	24	20
8. Arm or chuck pot-roast (bone-in)	30	28	26	24	20
9. Arm or chuck steak (bone-in)	30	28	26	24	20
10. Boneless neck					
Brisket:					
11. Boneless brisket (also called breast of beef, boneless; breast deckel, boneless)	32	32	28	28	24
12. Brisket (bone-in) (also breast flanken, bone-in)	25	25	22	22	18
Plate:					
13. Plate (bone-in) (also called plate flanken or long bone flanken)	19	19	18	18	14
14. Boneless plate (also called plate flanken or long bone flanken, boneless)	23	23	22	22	18
Shank:					
15. Shank (bone-in)	19	19	19	19	15
16. Shank (boneless)	25	25	25	25	21
Gound Beef (including skirt steak)	28	28	28	28	28
Retail prices of wholesale cuts:					
17. Rib—whole	27	26	24	22	18
18. Chuck—whole	23	22	21	18	14
19. Brisket—whole	19	19	17	17	13
20. Plate—whole	17	17	16	16	12
21. Shank—whole	15	15	15	15	11

ZONE X

Cuts of meat	Grades				
	AA or choice	A or good	B or commercial	C or utility	D[1]
II. KOSHER VEAL	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
1. Breast (bone-in)	19	18	17	16	13
2. Shoulder (square cut) (bone-in)	25	25	23	21	17
3. Shoulder chops or roast (bone-in) (also arm and blade)	32	31	29	26	21
4. Shoulder clod (boneless) (also square cut shoulder)	49	47	44	39	31
5. Shank (bone-in)	19	18	17	16	13
6. Shank (boneless)	27	26	24	22	18
7. Rib chops or roast	35	34	32	29	23
8. Neck (bone-in)	19	18	17	16	13
9. Neck (boneless)	27	26	24	22	18
10. Patties—ground veal	32	32	32	32	32
11. Retail prices of wholesale cuts:					
A. Forequarters	22	21	20	18	14

Cuts of meat	Lamb				Mutton		
	Grade AA or choice	Grade A or good	Grade B or commercial	Grade C or utility	Grade S or prime, choice, and good	Grade M or commercial	Grade R or utility and culls
III. KOSHER LAMB AND MUTTON	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
1. Rib chops and roast	42	39	37	34	20	18	16
2. Yoke, rattle or triangle (bone-in)	25	24	23	22	13	12	10
3. Breast and shank (bone-in)	19	18	17	15	10	9	8
4. Square cut chuck (bone-in)	31	29	27	25	16	14	12
5. Shoulder chops, blade or arm chops	36	34	32	29	18	16	14
6. Neck (bone-in)	21	20	19	17	11	10	9
7. Neck (boneless)	28	28	28	28	22	22	22
8. Patties (ground meat) including boneless breast and shank	28	28	28	28	22	22	22
9. Retail prices of wholesale cuts:							
A. Forequarters	25	24	22	20	12	11	10
B. Bracelet—whole	29	27	25	21	15	14	11
C. Chuck—whole	23	22	21	20	11	10	9

(m) Retail ceiling prices on specially authorized sales to Kosher eating places or other Kosher retailers. Variety meats and edible by-products fresh, cured or frozen.

I. KOSHER BEEF

[Price per pound]

Item	Zone 1	Zone 2	Zones 3, 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9	Zone 10
Brains	23	22	21	22	22	22	23	23	23
Cheek meat lip on	21	20	19	20	20	20	21	21	21
Feet	19	18	17	17	17	18	18	18	19
Heart blemished	20	19	18	18	19	19	19	20	20
Kidneys	19	18	17	17	17	18	18	18	19
Lips	12	11	10	11	11	11	12	12	12
Livers unblemished	45	44	43	44	44	44	45	45	45
Livers blemished	40	39	38	38	39	39	39	40	40
Lungs	08	07	06	07	07	07	08	08	08
Melts	08	07	06	07	07	07	08	08	08
Sweetbreads unblemished	47	46	45	46	46	46	47	47	47
Sweetbreads blemished	30	29	28	28	29	29	29	30	30
Tails under ¾ lb	17	16	16	16	16	16	17	17	17
Tails ¾ lb. and up	21	20	19	20	20	20	21	21	21
Tongues unblemished	37	36	35	36	36	36	37	37	37
Tongues, canner	29	28	27	28	28	28	29	29	29
Tripe (scalded)	10	09	08	08	08	09	09	09	10

[1] Beef—D grade is cutters and canners, and veal—D grade is cull.

II. KOSHER VEAL

[Price per pound]

Item	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9	Zone 10
Brains	27	26	25	25	26	26	26	27	27	27
Caul fat	18	17	16	16	16	17	17	17	18	18
Feet	17	16	15	16	16	16	16	17	17	17
Head, skinned	24	23	22	22	22	23	23	23	24	24
Heart	20	19	18	18	18	19	19	19	20	20
Heart and melt	16	15	14	14	15	15	15	16	16	16
Lips	12	11	10	10	11	11	11	12	12	12
Livers unblemished	81	80	79	79	79	80	80	80	81	81
Livers blemished	77	76	75	75	75	76	76	76	77	77
Lungs, heart and melt	12	11	09	10	10	10	11	11	11	12
Melts	08	07	06	06	07	07	07	08	08	08
Sweetbreads unblemished	59	58	57	57	57	58	58	58	59	59
Pairs, under 6 oz	59	58	57	57	57	58	58	58	59	59
Pairs 6–12 oz	66	65	63	64	64	64	65	65	65	66
Pairs over 12 oz	79	78	77	77	77	78	78	78	79	79
Tails under ¾ lb	17	16	15	16	16	16	16	17	17	17
Tails ¾ lb. and up	21	20	19	19	20	20	20	21	21	21
Tongues unblemished	32	31	30	30	30	31	31	31	32	32
Tongues canner	25	24	23	23	24	24	24	25	25	25

III. KOSHER LAMB AND MUTTON

(Price per pound)

Item	Zone 1	Zones 2, 3, 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9	Zone 10
Brains	20	19	19	19	20	20	20	21
Caul fat	18	16	16	17	18	17	18	18
Head skinned	13	12	12	12	13	13	13	14
Livers	38	37	37	37	38	38	38	39
Lungs and heart	13	12	12	12	13	13	13	14
Melts	08	06	07	07	07	08	08	08
Plucks	20	19	19	19	20	20	20	21
Sweetbreads	42	40	40	41	41	41	42	42
Tongues	25	23	24	24	24	25	25	25
Tripe (scalded)	08	06	07	07	07	08	08	08

(n) Retail ceiling prices on specially authorized sales to kosher eating places or other kosher retailers. Kosher sausage.

(Price per pound)

Item	Zone 1	Zone 2	Zone 3	Zone 4	Zone 4a	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9 No.	Zone 9 So.	Zone 10
1. Frankfurters:												
Sheep casings (S. C.)	48	47	44	44	42	42	42	42	43	45	43	43
Artificial casings (A. C.)	44	43	40	40	39	38	38	38	39	41	40	39
2. Bologna & knackwurst:												
Natural casings (N. C.)	42	41	38	38	36	35	35	36	37	39	37	37
Artificial casings (A. C.)	41	40	37	37	35	34	34	33	36	38	36	36
3. Salami—soft: Artificial casings (A. C.)	45	45	42	42	41	41	41	41	42	44	42	42
4. Salami—medium or hard (said weight shall not exceed 80% of the purchased weight) artificial casings (A. C.)	63	63	60	60	59	59	59	59	60	62	60	60

Hard salami is 43% (or 18¢) higher in base zone than soft Salami. The 18¢ differential is used throughout all zones. Kosher sausage prices at retail to purveyors of meats.

This amendment shall become effective July 26, 1944.

NOTE: The record keeping and reporting provisions of this amendment have been approved by the Bureau of the Budget.

Issued this 21st day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10914; Filed, July 21, 1944; 11:34 a. m.]

PART 1364—FRESH, CURED AND CANNED MEAT AND FISH PRODUCTS

[MPR 336,[1] Amdt. 15]

RETAIL CEILING PRICES FOR PORK CUTS AND CERTAIN SAUSAGE PRODUCTS

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

Maximum Price Regulation No. 336 is amended in the following respects:

1. Section 1 is amended to read as follows:

SECTION 1. *What this regulation does.* This regulation fixes dollar-and-cents ceiling prices on all retail sales of fresh and processed pork cuts, and on all retail sales of the following sausage products: fresh and smoked pork sausage and breakfast sausage, frankfurters, bologna, Lebanon bologna, all beef knackwurst and all beef salami, loaves, Braunschweiger, fresh and smoked liver sausage, liver cheese, liver pudding, New England, minced luncheon, Berliner or Berlin, and Polish sausage. It also fixes dollar-and-cents ceiling prices on all sales of retail pork cuts and the sausage products subject to this regulation which retail dealers are permitted to make to purveyors of meals. It also fixes dollars-and-cents ceiling prices on the meat items covered by this regulation when permission has been granted retail dealers to sell to other retail dealers for resale purposes. The only retail pork cuts which may be sold are those named and priced in section 19 of this regulation. The United States is divided into zones and different ceiling prices depend on the zone where your store is, its group, the pork cut you are selling, or the type and casing, wrapper or container of the sausage product you are selling. A store includes any place where pork cuts or sausage products subject to this regulation are sold at retail.

2. Section 2 (a) is amended to read as follows:

(a) You will find your ceiling prices for pork cuts on your "OPA List of Retail Ceiling Prices for Pork Cuts" (Article III, section 19) and for sausage products subject to this regulation on your "OPA List of Retail Ceiling Prices for Sausage Products covered by Maximum Price Regulation No. 336" (Article III, section 20) on all sales made to individuals for consumption by themselves or their families off your premises. You will also use the same ceiling prices on sales to eating places if the dollar volume of such sales does not exceed 20% of your total dollar volume of all sales during any calendar month. If you have not obtained written permission in advance from your appropriate District Office, you cannot sell more than 20% of the total dollar volume of your sales during any calendar month to purveyors of meals. In exceptional cases where you have been granted permission in advance to sell more than 20% of your dollar volume of meats to eating places your ceiling price on all sales made to eating places shall be the prices on your "OPA List of Retail Ceiling Prices on Specially Authorized Sales to Eating Places or Other Retailers" (Article III, section 21. In those cases where you have been granted permission to make sales to another retail dealer for resale purposes you will find your ceiling prices for such sales on your "OPA" List of Retail Ceiling Prices on Specially Authorized Sales to Eating Places or Other Retailers" (Article III, section 21). A copy of these lists for your zone and group will be attached to this regulation. A complete price list showing prices for both pork cuts and sausage products may be obtained from your local War Price and Rationing Board or from your District Office of the Office of Price Administration. (If you are a "Group 3 and 4" store you should obtain your copy of the complete price list from your Regional Office of Price Administration Office.)

3. Section 3 (d) is added to read as follows:

(d) On July 26, 1944, the dollars-and-cents specially authorized ceiling prices for fresh and processed pork cuts and the sausage products subject to this regulation sold to eating places or to other retail dealers for resale where written permission to make such sales has been granted in advance (Article III, section 21) take the place of all previous ceiling prices fixed by the Office of Price Administration for these particular sales made to the limited types of buyers and sales described. On and after July 26, 1944, in the exceptional instances where these special types of sales are permitted to be made, you must not sell or offer to sell any of the items named and priced in Article III, section 21, to purveyors of meals or to other retail dealers at prices higher than those therein specified.

4. Section 5, including the headnote, is amended to read as follows:

SEC. 5. *The types of sales you are allowed to make.* (a) You may make sales to individuals for consumption by themselves or their families off your premises.

(b) You may make sales to hotels, restaurants, institutions, and other purveyors of meals selling or furnishing meals, of not more than 20% of the total dollar volume of your sales during any month. Your ceiling prices for such sales are the ceiling prices fixed by this regulation for sales to individuals for consumption by themselves or their families off your premises. (Article III, sections 19 and 20).

(c) You may make sales to hotels, restaurants, institutions and other eating places selling or furnishing meals, of more than 20% of the total dollar volume of your sales during any month only after the appropriate Regional Administrator has declared the area in which your store is located to be an area deficient in supplies of fabricated meat cuts for purveyors of meals, and—following such declaration—you have applied to the appropriate OPT District Office for, and have received written permission to make such sales.

Each Regional Administrator is authorized, either on his own motion or after consideration of applications made by one or more retail dealers, to declare any portion of the region under his jurisdiction to be an area deficient in supplies of fabricated meat cuts for purveyors of meals when he finds that the following conditions exist:

(1) Purveyors of meals within the area are unable to obtain fabricated meat cuts in sufficient volume to supply their requirements as determined under Ration Order No. 16 during the two month period immediately preceding May 1, 1944;

(2) The deficiency in supply is caused either by the fact that there are no dealers in the area selling fabricated meat cuts, or the dealers in the area selling fabricated meat cuts do not have adequate facilities or quotas to supply the requirements of purveyors of meals located in the area as determined under the first condition;

(3) Purveyors of meals in the area customarily have relied upon, and find it necessary to continue to rely upon local retail dealers for supplies of meat sufficient to fill their requirements.

Application calling upon the appropriate Regional Administrator to declare a specific area to be deficient in supplies of fabricated meat cuts for purveyors of meals may be filed with the appropriate OPA District or Regional Office at any time during business hours on any business day by one or more retail dealers who operate a retail store or stores within the area.

Applications must be in writing, must be signed by the applicant or applicants, must describe the specific area for which the declaration is sought, and must set forth facts which indicate the existence of the conditions under which the Regional Administrator is authorized to declare the area to be deficient in supplies of fabricated meat cuts for purveyors of meals. If the application is filed in an OPA District Office, it shall be forwarded within five days to the appropriate Regional Office together with the recommendations of the OPA District Office Director based upon an accompanying analysis of the conditions existing in the specific area for which the declaration is sought.

Upon a finding by the Regional Administrator, either on his own motion or after consideration of a proper application or applications, that the conditions under which he is authorized to act exist, he shall declare the specific area to be deficient in supplies of fabricated meat cuts for purveyors of meals.

Following a declaration by the appropriate Regional Administrator that any specific area under his jurisdiction is deficient in supplies of fabricated meat cuts for purveyors of meals any retail dealer having a store located in that area may apply in writing to his OPA District Office for permission to sell more than 20% of the total volume of his sales of meat made at his retail store or stores located in the area to purveyors of meals. The application for permission must be in duplicate, must be signed by the applicant, must give the address of the store or stores from which he intends to make sales by virtue of the permission, and must declare that the applicant, in all sales made from such store or stores to purveyors of meals after receipt of the requested permission, will charge no more than the ceiling prices listed in his "OPA List of Retail Ceiling Prices on Specially Authorized Sales to Eating Places or Other Retailers" (Article III, section 21). For purposes of convenience he may combine an application made under this section with applications made under the analogous sections of Maximum Price Regulation No. 355 and/or Maximum Price Regulation No. 394.

Upon receipt of an application the OPA District Director shall grant the applicant the requested permission in writing. When the applicant has received such permission, his ceiling prices on all sales thereafter made to purveyors of meals must not exceed the ceiling prices for each grade of beef, veal, lamb and mutton retail cuts listed in the "OPA List of Retail Ceiling Prices on Specially Authorized Sales to Eating Places or Other Retailers" (Article III, section 21).

(d) You may make sales to other retail dealers who purchase your retail pork cuts for resale or you may buy retail pork cuts for resale purposes from other retail dealers only after written permission to make such sales or purchases has been granted to both the seller and the buyer by the appropriate Regional Office. The buyer and seller must submit joint applications in duplicate to the appropriate OPA District Office for such permission and must state therein the reasons why permission to make such sales and purchases is being sought. The joint application submitted must be signed by both parties and must set forth facts which indicate the existence of the following conditions:

(1) The purchasing retail dealer serves an area which will be deprived of its adequate supply of meats unless provision is made for him to procure meats in the form of retail cuts;

(2) The purchasing retail dealer does not have the facilities necessary to cut wholesale cuts into retail cuts;

(3) The purchasing retail dealer either customarily purchased his meats in the form of retail cuts prior to May 17, 1943, or is just starting to sell meats at retail in the designated location;

(4) The selling retail dealer is regularly engaged in the business of making sales at retail, the major portion of his meat business consisting of sales to individuals for consumption by themselves or their families off his premises;

(5) The contemplated sale of retail cuts to the purchasing retail dealer will constitute only an incidental part of the selling retail dealer's business. In no event may sales of retail cuts to other retail dealers exceed 40% of the total dollar volume of sales made by the selling retail dealer.

The application also must include statements showing (1) the approximate total volume of meat cuts expected to be transferred monthly as a result of the arrangement, (2) the expected duration of the arrangement, (3) the name and address of both parties. For purposes of convenience buyers and sellers may combine applications made under this section with applications made under the analogous sections of Maximum Price Regulation No. 355 and/or Maximum Price Regulation No. 394. The OPA District Office shall forward the application to the appropriate regional office together with its recommendations.

Upon receipt of a joint application together with the recommendations of the OPA District Office, the appropriate Regional Office shall conduct whatever investigations it deems necessary concerning the statements in the joint application. Upon a finding by the Regional Administrator that all of the requirements of this section have been satisfied he is authorized to grant permission in writing authorizing the purchasing retail dealer to buy, and the selling retail dealer to sell retail meat cuts for resale in whatever quantity and for whatever period as he may find to be appropriate under the circumstances. He also shall send a copy of whatever order he may make to the forwarding OPA District Office.

Where such permission has been granted, and if you are the retail seller, you may charge the retail dealer authorized to purchase retail pork cuts and the sausage products subject to this regulation from you no more than the ceiling price for the pork cuts and sausage products listed on your "OPA List of Retail Ceiling Prices on Specially Authorized Sales to Eating Places or Other Retailers" (Article III, section 21).

If you are the authorized purchasing retail dealer you may pay the authorized selling retail dealer no more than the ceiling price for the pork cuts and sausage products listed in your "OPA List of Retail Ceiling Prices on Specially authorized Sales to Eating Places or Other Retailers (Article III, section 21).

5. Section 7 is amended to read as follows:

SEC. 7. *Records and Reports.* After May 17, 1943, you shall keep the same kind of records you have customarily kept, showing the prices you charge for fresh and processed pork cuts, and sausage products subject to this regulation. On all sales to hotels, restaurants, institutions and other eating places selling or furnishing meals made after July 26, 1944, you must keep records and give receipts to each respective purchaser, showing the name and address of each such purchaser, the date of each purchase, your name and address, the component items of each order including the name and weight, of each pork cut and the name, type, weight and casing, container or wrapper identification of each sausage product sold and the price charged therefor. If you are permitted to sell to other retail dealers for resale purposes you must keep records of each transaction and give receipts showing the same facts that you are required to show on your sales to eating places. You shall show the records to any representative of the Office of Price Administration upon request. If you have customarily given a customer a sales slip, receipt or similar evidence of purchase, you shall continue to do so. Furthermore, regardless of your previous custom, you shall, upon request by any customer, give a receipt showing the date, your name and address, the name and weight of each pork cut, the name, type, weight and casing, container or wrapper identification of each sausage product sold, and the price you received for the pork cut or sausage product.

6. Section 21 is added to read as follows:

SEC. 21. *Retail ceiling prices on specially authorized sales to eating places or other retailers.*—(a) *Pork cuts.*

NOTE 1. *Deduction for oily pork cuts.* The ceiling price for a pork cut which comes from an oily hog carcass is lower than the ceiling price listed below for that pork cut. The ceiling price is one cent a pound lower for all hams, fat back, and dressed hogs from oily hogs. The ceiling price is four cents a pound lower for all shoulders, shoulder cuts, pork loins, bellies, and slab bacon from oily hogs.

NOTE 2. *Slices of processed picnics and processed bone-in hams.* Slices from processed picnics and processed bone-in hams shall be center slices only and shall not be more than 33⅓ % of the weight of the total picnic or bone-in ham.

NOTE 3. *Slices of fresh picnics and hams.* Slices from fresh picnics and hams shall be center slices only and shall not be more than 20% of the weight of the total picnic or ham.

NOTE 4. *Shank and round or butt halves and ends.* Shank and round or butt halves and ends of fresh, smoked and ready to eat hams and picnics may be split lengthwise once and the pieces so produced may be sold at or below the applicable ceiling prices listed for shank and round or butt halves and ends.

NOTE 5. *Center cut pork chops.* Center cut pork chops shall be not more than 33⅓ % of the weight of the pork loin.

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 167, 2212, 3709, 4356, 5589.

(Price per pound)

	Zone 1	Zone 2	Zones 3 and 4	Zone 4a	Zone 5	Zones 6 and 7	Zones 8 and 9 North	Zones 8 and 9 South	Zone 10
1A. Smoked ham, whole:	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*
1. Regular bone-in	34	33	32	31	31	32	32	32	33
2. Regular boneless	37	37	36	34	35	35	36	36	36
3. Regular boneless and fatted	43	43	41	41	41	41	42	42	43
4. Skinned bone-in	36	36	35	34	34	34	35	35	36
5. Skinned boneless	40	39	38	37	37	38	38	39	39
6. Skinless, boneless and fatted	46	46	45	44	44	44	45	45	46
1B. Smoked ham, shank half or end:									
1. Regular bone-in	32	32	31	30	30	30	31	31	32
2. Regular boneless	37	37	36	34	35	35	36	36	36
3. Regular boneless and fatted	43	43	42	41	41	41	42	42	43
4. Skinned bone-in	34	34	33	32	32	33	33	33	34
5. Skinned boneless	40	39	38	37	37	38	38	39	39
6. Skinless, boneless and fatted	46	46	45	44	44	44	45	45	46
1C. Smoked ham, round half or ends:									
1. Regular bone-in	33	33	32	31	31	31	32	32	32
2. Regular boneless	37	37	36	34	35	35	36	36	36
3. Regular boneless and fatted	43	43	42	41	41	41	42	42	43
4. Skinned bone-in	35	35	34	33	33	34	34	34	35
5. Skinned boneless	40	39	38	37	37	38	38	39	39
6. Skinless, boneless and fatted	46	46	45	44	44	44	45	45	46
1D. Smoked ham, slices:									
1. Regular bone-in	42	42	40	39	39	40	40	41	41
2. Regular boneless	45	44	43	42	42	42	43	43	44
3. Regular boneless and fatted	52	52	51	49	50	50	51	51	52
4. Skinned bone-in	45	45	43	42	42	43	43	44	44
5. Skinned boneless	48	48	46	45	45	46	46	47	47
6. Skinless, boneless and fatted	56	56	54	53	53	54	54	55	55
2A. Ready to eat ham, whole:									
1. Regular bone-in	37	36	35	34	34	35	35	36	36
2. Regular boneless	40	40	39	38	38	38	39	39	40
3. Regular boneless and fatted	47	47	46	44	45	45	46	46	46
4. Skinned bone-in	39	39	38	37	37	37	38	38	39
5. Skinned boneless	43	43	42	41	41	41	42	42	43
6. Skinless, boneless and fatted	50	50	49	48	48	48	49	49	50
2B. Ready to eat ham, shank half or end:									
1. Regular bone-in	35	35	34	33	33	33	34	34	34
2. Regular boneless	40	40	39	38	38	38	39	39	40
3. Regular boneless and fatted	47	47	46	44	45	45	46	46	46
4. Skinned bone-in	38	37	36	35	36	36	36	37	37
5. Skinned boneless	43	43	42	41	41	41	42	42	43
6. Skinless, boneless and fatted	50	50	49	48	48	48	49	49	50
2C. Ready to eat ham, round half or end:									
1. Regular bone-in	36	36	35	34	34	34	35	35	35
2. Regular boneless	40	40	39	38	38	38	39	39	40
3. Regular boneless and fatted	47	47	46	44	45	45	46	46	46
4. Skinned bone-in	39	38	37	36	37	37	37	38	38
5. Skinned boneless	43	43	42	41	41	41	42	42	43
6. Skinless, boneless and fatted	50	50	49	48	48	48	49	49	50
2D. Ready to eat ham, sliced:									
1. Regular bone-in	46	46	44	43	43	43	44	44	45
2. Regular boneless	49	48	47	46	46	46	47	47	48
3. Regular boneless and fatted	57	56	55	54	54	54	55	55	56
4. Skinned bone-in	49	49	48	46	47	47	48	48	49
5. Skinned boneless	52	52	51	49	50	50	51	51	52
6. Skinless, boneless and fatted	61	60	59	58	58	58	59	59	60
3A. Fresh ham, whole:									
1. Regular bone-in	31	31	30	29	29	29	31	30	31
2. Regular boneless	34	34	33	32	32	32	34	33	34
3. Regular boneless and fatted	40	40	38	37	37	38	40	39	40
4. Skinned bone-in	34	33	32	31	31	32	33	33	34
5. Skinned boneless	38	37	36	35	36	36	37	37	38
6. Skinless, boneless and fatted	43	43	41	40	40	41	43	42	43
3B. Fresh ham, shank end:									
1. Regular bone-in	31	31	30	28	29	29	31	30	31
2. Regular boneless	34	34	42	31	32	32	34	33	34
3. Regular boneless and fatted	40	39	38	37	37	38	39	39	40
4. Skinned bone-in	32	32	32	31	31	32	33	32	33
5. Skinned boneless	37	37	36	35	35	35	37	36	37
6. Skinless, boneless and fatted	43	42	41	40	40	41	42	42	43
3C. Fresh ham, round or butt end:									
1. Regular bone-in	32	31	30	29	29	30	31	31	32
2. Regular boneless	35	34	33	32	32	33	34	34	35
3. Regular boneless and fatted	41	40	39	38	38	39	40	40	41
4. Skinned bone-in	34	34	33	31	32	32	34	33	34

	Zone 1	Zone 2	Zones 3 and 4	Zone 4a	Zone 5	Zones 6 and 7	Zones 8 and 9 North	Zones 8 and 9 South	Zone 10
3C. Fresh ham, round or butt ends—Con.	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*
5. Skinned boneless	38	38	37	35	36	36	38	37	38
6. Skinless, boneless and fatted	44	43	42	41	41	42	43	43	44
3D. Fresh ham, slices:									
1. Regular bone-in	34	34	32	31	31	32	34	33	34
2. Regular boneless	37	37	35	34	34	35	37	36	37
3. Regular boneless and fatted	43	43	42	40	41	41	43	42	43
4. Skinned bone-in	36	36	35	34	34	34	36	35	36
5. Skinned boneless	41	40	39	38	38	39	40	40	41
6. Skinless, boneless and fatted	46	46	45	44	44	44	46	45	46
4A. Smoked picnics, whole:									
1. Bone-in	32	31	30	29	29	30	30	31	31
2. Boneless	35	35	34	33	33	33	34	34	35
3. Boneless and fatted	42	41	40	39	39	40	40	41	41
4B. Smoked picnics, shank end:									
1. Bone-in	30	30	29	28	28	28	29	29	30
2. Boneless	34	33	32	31	32	32	32	33	33
3. Boneless and fatted	40	39	38	37	38	38	38	39	39
4C. Smoked picnics, round or butt end:									
1. Bone-in	31	31	30	29	29	29	30	30	30
2. Boneless	35	34	33	32	32	33	33	34	34
3. Boneless and fatted	41	41	40	38	39	39	40	40	40
4D. Smoked picnics, slices:									
1. Bone-in	40	39	38	36	37	37	38	38	39
2. Boneless	44	44	42	41	41	42	42	43	43
3. Boneless and fatted	52	52	50	49	49	50	50	51	51
5A. Fresh picnics, whole (fresh, frozen or cured):									
1. Bone-in	29	29	28	26	27	27	29	28	29
2. Boneless	32	32	31	30	30	31	32	32	32
3. Boneless and fatted	38	38	36	35	35	36	38	37	38
5B. Fresh picnics, shank half (fresh, frozen or cured):									
1. Bone-in	29	29	27	26	27	27	29	28	29
2. Boneless	32	32	31	30	30	30	32	31	32
3. Boneless and fatted	38	37	36	35	35	36	37	37	38
5C. Fresh picnics, round half (fresh, frozen or cured):									
1. Bone-in	30	29	28	27	27	28	29	29	30
2. Boneless	33	33	31	30	31	31	33	32	33
3. Boneless and fatted	38	38	37	36	36	37	38	38	38
5D. Fresh picnics, slices (fresh, frozen or cured):									
1. Bone-in	32	31	30	29	29	30	31	31	32
2. Boneless	35	35	34	32	33	33	35	34	35
3. Boneless and fatted	41	41	39	38	38	39	41	40	41
6A. Ready to eat picnics, whole:									
1. Bone-in	35	34	33	32	32	33	33	34	35
2. Boneless	39	38	37	36	36	37	37	37	38
3. Boneless and fatted	45	45	44	43	43	43	44	44	45
6B. Ready to eat picnics, shank end:									
1. Bone-in	33	33	32	31	31	31	32	32	33
2. Boneless	37	37	36	34	35	40	36	36	36
3. Boneless and fatted	43	43	42	41	41	42	42	42	43
6C. Ready to eat picnics, round end:									
1. Bone-in	34	34	33	32	32	32	33	33	34
2. Boneless	38	38	36	35	36	36	36	37	37
3. Boneless and fatted	45	44	43	42	43	43	43	44	44
6D. Ready to eat picnics, slices:									
1. Bone-in	43	43	42	40	41	41	42	42	43
2. Boneless	48	48	47	45	46	46	47	47	48
3. Boneless and fatted	57	57	55	54	54	55	55	56	56
7. Aged Dry cured Hams:									
1. Whole or half	50	50	48	47	48	48	48	49	49
2. Sliced	54	54	53	51	52	52	52	53	54
8. Prosciutto Hams:									
1. Whole or half	48	48	47	46	46	46	47	47	48
2. Sliced bone-in	52	52	51	49	50	50	51	51	52
3. Sliced boneless and fatted	89	88	87	86	86	86	87	87	88
9A. Bellies or slab bacon, whole or piece:									
1. Fresh with rine	26	25	24	23	23	24	25	25	26
2. Fresh derined	28	28	27	26	26	26	28	27	28
3. Smoked with rine	32	31	30	29	29	30	30	30	31
4. Smoked derined	35	35	33	32	32	33	33	34	34

(Price per pound)

	Zone 1	Zone 2	Zones 3 and 4	Zone 4a	Zone 5	Zones 6 and 7	Zones 8 and 9 North	Zones 8 and 9 South	Zone 10
9B. Bellies or slab bacon, store sliced:	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*
1. Fresh with rine	28	27	26	25	25	26	27	27	28
2. Fresh derined	31	30	29	28	28	29	30	30	31
3. Smoked with rine	34	34	33	31	32	32	33	33	34
4. Smoked derined	38	37	36	35	35	35	37	36	37
10A. Boston butts, whole or piece:									
1. Fresh, frozen or cured	34	34	32	31	32	32	34	33	34
2. Smoked	37	37	36	35	35	36	36	36	37
3. Ready to eat	40	39	38	37	37	38	38	39	39
10B. Boston butts, store sliced:									
1. Fresh, frozen or cured	37	36	35	34	34	35	36	36	37
2. Smoked	40	40	39	37	38	38	39	39	40
3. Ready to eat	43	42	41	40	40	40	41	41	42
11. Pork shoulders, fresh, frozen or cured, whole only:									
1. Skinned bone-in	32	31	30	29	29	30	31	31	32
2. Skinned boneless	35	35	33	32	32	33	35	34	35
3. Skinned boneless and fatted	39	38	37	36	36	37	38	38	39
4. Regular	29	29	28	26	27	27	29	28	29
5. Rough neck bone-in	29	28	27	26	26	27	28	28	29
6. Rough neck boneless	29	29	27	26	26	27	29	28	29
12. Pork shoulders smoked, whole only:									
1. Skinned bone-in	34	34	32	31	32	32	32	33	33
2. Skinned boneless	37	37	36	35	35	36	36	36	37
3. Skinned boneless and fatted	42	42	41	40	40	41	41	41	42
4. Regular	32	31	30	29	29	30	30	31	31
5. Rough neck bone-in	31	31	30	29	29	29	30	30	31
6. Rough neck boneless	31	31	30	29	29	29	30	30	31
13. Pork shoulder cooked:									
1. Skinned bone-in	37	37	36	35	35	35	36	36	37
2. Skinned boneless	41	40	39	38	38	39	39	39	40
14A. Boneless butts (whole or piece):									
1. Fresh, frozen or cured	39	38	37	36	36	37	38	38	39
2. Smoked	46	45	44	43	43	44	44	44	45
3. Ready to eat	49	49	48	47	47	47	48	48	49
14B. Boneless butts (stored sliced):									
1. Fresh, frozen or cured	42	42	40	39	39	40	42	41	42
2. Smoked	49	49	47	46	46	47	47	48	48
3. Ready to eat	53	53	51	50	51	51	51	52	52
15A. Boneless loins (Canadian bacon) whole or piece:									
1. Fresh, frozen or cured	44	44	43	41	42	42	44	43	44
2. Smoked	53	53	52	51	51	51	52	52	53
3. Ready to eat	58	57	56	55	55	56	56	57	57
15B. Boneless loins (Canadian bacon) store sliced:									
1. Fresh, frozen or cured	48	47	46	45	45	46	47	47	48
2. Smoked	58	57	56	55	55	56	56	57	57
3. Ready to eat	63	62	61	60	60	60	61	61	62
16. Briskets (whole):									
1. Fresh or frozen	19	19	18	17	17	18	19	19	19
2. Cured	21	20	19	18	18	19	19	20	20
3. Smoked	26	26	24	23	23	24	24	25	25
17. Fat back (whole or piece):									
1. Fresh, cured or frozen	18	18	17	16	16	16	18	17	18
2. Smoked	21	21	20	19	19	19	20	20	21
18A. Pork loins (whole):									
1. Fresh or frozen	32	32	31	29	30	30	32	31	32
2. Cured	33	32	30	30	31	31	32	32	32
3. Smoked	38	38	37	35	36	36	37	37	38
18B. Pork loins, rib half or end:									
1. Fresh or frozen	32	30	29	28	28	29	29	29	30
2. Cured	31	31	30	29	29	30	30	30	30
3. Smoked	36	36	35	34	34	34	35	35	36
18C. Pork loins, loin half or end:									
1. Fresh or frozen	32	32	31	29	30	30	32	31	32
2. Cured	33	32	31	30	30	31	31	32	32
3. Smoked	38	38	37	35	36	36	37	37	38
18D. Pork loins, center cut:									
1. Fresh or frozen	35	34	33	32	32	33	34	34	35
2. Cured	35	35	34	33	33	33	34	34	35
3. Smoked	41	41	40	38	39	39	40	40	41
19. Sliced bacon (derined, smoked):									
1. Standard Grade A	40	40	38	37	37	38	38	39	39
2. Standard Grade B	36	36	35	34	34	34	35	35	36
3. Standard Grade C	35	35	33	32	32	33	33	34	34
4. Sliced jowl butts	26	26	25	24	24	24	25	25	26

	Zone 1	Zone 2	Zones 3 and 4	Zone 4a	Zone 5	Zones 6 and 7	Zones 8 and 9 North	Zones 8 and 9 South	Zone 10
19. Sliced bacon (derined, smoked)—Continued.	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*
5. Sliced regular plates	26	25	24	23	23	24	24	24	25
6. Bacon end slices	23	23	22	21	21	21	22	22	23
7. Sliced Canadian bacon	63	63	62	61	61	61	62	62	63
20A. Spare ribs:									
1. Fresh or frozen	24	23	22	21	21	22	23	23	24
2. Cured	25	24	23	22	22	23	23	24	24
3. Smoked	31	30	29	28	28	29	29	29	30
20B. Barbecue spare ribs, (brisket boneless):									
1. Fresh or frozen	26	26	25	24	24	24	26	25	26
2. Cured	27	27	26	25	25	25	26	26	27
3. Smoked	33	33	32	31	31	31	32	32	33
4. Barbecued	39	38	37	36	36	37	37	38	38
20C. Hocks:									
1. Fresh or frozen	21	21	20	18	19	19	21	20	21
2. Cured	22	22	21	20	20	20	21	21	22
3. Smoked	26	25	24	23	23	24	24	24	25
20D. Knuckles:									
1. Fresh or frozen	17	17	16	15	15	15	17	16	17
2. Cured	18	17	17	16	16	16	17	17	18
3. Smoked	22	21	20	19	19	20	20	21	21
20E. Pigs feet, long cut:									
1. Fresh or frozen	13	13	11	10	10	11	13	12	13
2. Vinegar pickled	19	19	18	17	17	17	18	18	19
20F. Pigs feet, short cut:									
1. Fresh or frozen	10	10	8	7	7	8	10	9	10
2. Vinegar pickled	16	15	14	13	13	14	14	15	15
20G. Tails:									
1. Fresh or frozen	16	16	15	13	14	14	16	16	16
2. Cured	17	17	16	15	15	15	16	16	17
3. Smoked	21	20	19	18	18	18	19	19	20
20H. Neck bones:									
1. Fresh, frozen or cured	10	10	8	7	7	8	10	9	10
2. Smoked	13	13	12	10	11	11	12	12	13
20I. Bacon skins:									
1. Fresh, frozen or cured	10	9	8	7	7	8	9	9	10
2. Smoked	12	11	10	9	9	10	10	10	11
20J. Blade butts:									
1. Fresh, frozen or cured	26	26	25	24	24	25	26	26	26
2. Smoked	31	30	29	28	28	29	29	29	30
20K. Back bones:									
1. Fresh, frozen or cured	9	8	7	6	6	7	8	8	9
20L. Pork tenderloins:									
1. Fresh, frozen or cured	46	45	44	43	43	44	45	45	46
20M. Pork tenderloin tips:									
1. Fresh, frozen or cured	43	43	42	41	41	41	43	42	43
21. Dry salt bellies:									
1. Fresh, frozen or cured	22	22	20	19	20	20	22	21	22
2. Smoked	26	25	24	23	23	23	24	24	25
22. Plate and jowls, fresh, frozen or cured:									
1. Clear plates	17	16	15	14	14	15	16	16	17
2. Regular plates	18	18	16	15	16	16	18	17	18
3. Jowl butts	17	16	15	14	14	15	16	16	17
4. Square jowl butts	19	18	17	16	16	17	18	18	19
23. Plates and jowls, smoked:									
1. Clear plates	20	20	19	17	18	18	19	19	19
2. Regular plates	21	21	20	19	19	19	20	21	21
3. Jowl butts	20	20	19	17	18	18	19	19	19
4. Square jowl butts	24	23	22	21	21	22	22	23	23
24A. Cooked or boiled ham, shoulder, picnic, boneless and fatted (whole or piece):									
1. Regular ham	50	50	49	47	48	48	49	49	49
2. Skinless ham	54	53	52	51	51	52	52	52	53
3. Skinless picnics	46	46	45	44	44	44	45	45	46
4. Skinned shoulder	46	46	45	44	44	44	45	45	46
24B. Cooked or boiled ham, picnic, boneless and fatted, (sliced):									
1. Regular ham	63	62	61	59	60	60	61	61	62
2. Skinless ham	67	67	65	64	64	65	65	66	66
3. Skinless picnics	58	58	56	55	55	56	56	57	57
25A. Cooked or boiled and smoked ham and picnic, boneless and fatted (whole):									
1. Regular ham	51	51	50	49	49	49	50	50	51
2. Skinless ham	55	55	54	53	53	53	54	54	55
3. Skinless picnics	47	46	45	44	44	45	45	46	46
25B. Cooked or boiled and smoked ham and picnic, boneless and fatted (sliced):									
1. Regular ham	64	64	63	61	62	62	63	63	64
2. Skinless ham	69	69	67	66	66	67	67	68	68
3. Skinless picnics	58	58	57	55	56	56	57	57	58

(Price per pound)

	Zone 1	Zone 2	Zones 3 and 4	Zone 4a	Zone 5	Zones 6 and 7	Zones 8 and 9 North	Zones 8 and 9 South	Zone 10
26A. Baked and barbecued ham, shoulder and picnic, boneless and fatted (whole):	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*
1. Regular ham	55	55	54	52	53	53	54	54	54
2. Skinless ham	59	58	59	56	56	57	59	57	58
3. Skinless picnics	51	51	49	48	49	49	49	50	50
4. Skinned shoulder	50	50	49	48	48	48	49	49	50
26B. Baked and barbecued ham, shoulder and picnic, boneless and fatted (sliced):									
1. Regular ham	69	68	67	66	66	66	67	67	68
2. Skinless ham	73	73	72	70	71	71	72	72	73
3. Skinless picnics	64	63	62	60	61	61	62	62	63
4. Skinned shoulder	63	63	61	60	60	60	61	62	62
27A. Dried specialties (whole or piece):									
1. Aged dry cured bacon	37	37	36	35	35	35	36	36	37
2. Aged dry cured sides	34	34	32	31	32	32	32	33	33
3. Aged dry cured jowls	26	25	24	23	23	24	24	24	25
4. Aged dry cured shoulder	39	38	37	36	36	37	37	38	38
5. Capicalli butts	55	55	54	53	53	53	54	54	55

	Zone 1	Zone 2	Zones 3 and 4	Zone 4a	Zone 5	Zones 6 and 7	Zones 8 and 9 North	Zones 8 and 9 South	Zone 10
27B. Dried specialties (store sliced):	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*	*Cents*
1. Aged dry cured bacon	40	40	39	37	38	38	39	39	40
2. Aged dry cured sides	37	36	35	34	34	34	35	35	36
3. Aged dry cured jowls	28	27	26	25	25	25	26	26	27
4. Aged dry cured shoulder	42	42	40	39	39	40	40	41	41
5. Capicalli butts	60	60	58	57	57	58	58	59	59
28. Loin ribs:									
1. Fresh or frozen	24	24	23	22	22	23	24	24	24
2. Cured	26	25	24	23	23	24	24	25	25
3. Smoked	32	31	30	29	29	30	30	30	31

(Price per hundredweight)

	Zone 1	Zone 2	Zones 3 and 4	Zone 4a	Zone 5	Zones 6 and 7	Zones 8 and 9 North	Zones 8 and 9 South	Zone 10
29. Dressed hogs (whole, or side):	*Dollars*	*Dollars*	*Dollars*	*Dollars*	*Dollars*	*Dollars*	*Dollars*	*Dollars*	*Dollars*
1. Packer Style	21.50	21.25	20.25	19.25	19.50	20.00	21.25	20.75	21.50
2. Shipper Style	20.50	20.25	19.25	18.50	18.50	19.00	20.25	19.75	20.50

(b) *Sausage products covered by Maximum Price Regulation 336.*

(Price per pound)

Item	Zone 1	Zone 2	Zone 3	Zone 4	Zone 4A	Zone 5	Zone 6	Zone 7	Zone 8 North and 8 South	Zone 9 North and 9 South	Zone 10
1. Berliner or Berlin:	*Cts.*	*Cts.*	*Cts.*	*Cts.*	*Cts.*	*Cts.*	*Cts.*	*Cts.*	*Cts.*	*Cts.*	*Cts.*
1. Natural casings (N. C.)	33	32	31	31	30	31	31	32	32	32	32
2. Artificial casings (A. C.)	32	31	31	30	30	30	31	31	31	32	32
2A. Bologna, natural casings (N. C.):											
1. Lebanon	39	38	37	37	37	37	38	38	38	{39N. 40S.}	39
2. All beef	37	36	34	34	33	33	33	33	34	34	34
3. Type 1	32	31	31	30	30	30	31	31	31	32	32
4. Type 2	32	30	30	30	29	30	30	30	30	31	31
5. Type 3	29	27	27	27	26	27	27	27	28	28	28
6. Type 4	24	23	23	23	22	23	23	23	24	24	24
2B. Bologna, artificial casings (A. C.):											
1. Lebanon	38	37	36	36	36	36	37	37	37	{38N. 39S.}	38
2. All beef	36	35	33	33	32	32	32	32	33	33	33
3. Type 1	31	30	30	29	29	29	30	30	30	31	31
4. Type 2	31	29	29	29	28	29	29	29	30	30	30
5. Type 3	28	26	26	26	25	26	26	26	27	27	27
6. Type 4	24	22	22	22	21	22	22	22	23	23	23
3. Braunschweiger:											
1. Sewed hog bungs (H. C.)	37	35	35	35	34	35	35	36	36	36	36
2. Other hog casings (H. C.)	35	33	33	33	32	33	33	33	34	34	34
3. Artificial casings (A. C.)	31	30	30	29	29	29	30	30	30	31	31
4A. Frankfurters, sheep casings (S. C.):											
1. All beef	43	42	40	40	39	39	39	40	40	40	41
2. Type 1	38	37	36	36	35	36	36	37	37	37	38
3. Type 2	38	37	36	36	35	36	36	37	37	37	38
4. Type 3	35	33	33	33	32	33	33	33	34	34	34
5. Type 4	31	29	29	29	28	29	29	29	30	30	30
4B. Frankfurters, hog casings (H. C.), artificial casings (A. C.) or skinless:											
1. All beef	39	38	36	36	35	35	35	35	36	36	36
2. Type 1	35	33	33	33	32	33	33	33	34	34	34
3. Type 2	34	33	33	32	32	32	33	33	33	33	34
4. Type 3	31	30	29	29	29	29	29	30	30	30	31
5. Type 4	27	26	25	25	24	25	25	26	26	26	27
5A. Knackwurst, natural casings (N. C.):											
1. All beef	37	36	34	34	33	33	33	33	34	34	34
5B. Knackwurst, artificial casings (A. C.):											
1. All beef	36	35	33	33	32	32	32	33	33	33	33
6A. Liver Sausage, Fresh:											
1. Hog bungs (H. C.)	32	30	30	30	29	30	30	30	31	31	31
2. Beef casings (S. C.)	30	28	28	28	27	28	28	28	29	29	29
3. Artificial casings (A. C.)	29	28	27	27	26	27	27	28	28	28	29
6B. Liver Sausage, Smoked:											
1. Sewed hog bungs (H. C.)	36	34	34	34	33	34	34	34	35	35	35
2. Other hog bungs (H. C.)	34	32	32	32	31	32	32	33	33	33	33
3. Artificial casing (A. C.)	31	30	29	29	28	29	29	30	30	30	31
7. Liver cheese:											
1. Artificial casings (A. C.), cardboard cartons or sealed packages of moisture resistant paper	36	36	36	36	35	36	36	36	37	37	37

Item	Zone 1	Zone 2	Zone 3	Zone 4	Zone 4A	Zone 5	Zone 6	Zone 7	Zone 8 North and 8 South	Zone 9 North and 9 South	Zone 10
8. Liver Loaf:											
1. Artificial casings (A. C.), natural casings (N. C.) cardboard cartons or sealed packages of moisture resistant paper	*Cts.* 30	*Cts.* 29	*Cts.* 28	*Cts.* 28	*Cts.* 27	*Cts.* 28	*Cts.* 28	*Cts.* 29	*Cts.* 29	*Cts.* 29	*Cts.* 30
9. Liver pudding:											
1. Beef casings (B. C.)	27	25	25	25	24	25	25	26	26	26	26
2. Artificial casings (A. C.), cardboard cartons or sealed packages of moisture resistant paper	26	25	24	24	23	24	24	25	25	25	26
10. Loaves, artificial casings (A. C.), cardboard cartons or sealed packages of moisture resistant paper:											
1. Type 1	56	54	54	53	52	53	53	53	54	54	54
2. Type 2	43	41	41	41	40	41	41	41	42	42	42
3. Type 3	31	29	29	29	28	29	29	29	30	30	30
4. Type 4	26	25	24	24	23	24	24	25	25	25	26
11. Minced luncheon:											
1. Natural casings (N. C.)	35	33	33	33	32	33	33	33	34	34	34
2. Artificial casings (A. C.)	34	33	32	32	32	32	32	33	33	33	34
12. New England:											
1. Natural casings (N. C.)	51	50	49	49	49	49	49	50	50	50	51
2. Artificial casings (A. C.)	50	49	49	49	48	49	49	49	49	50	50
13. Polish sausage, hog casings (H. C.) or skinless:											
1. Type 1	50	49	49	48	48	48	49	49	49	50	50
2. Type 2	41	40	39	39	38	39	39	40	40	40	41
3. Type 3	32	31	31	30	30	30	30	31	31	32	32
14A. Pork or breakfast sausage, fresh, sheep casings (S. C.):											
1. Type 1	56	54	51	48	48	46	49	48	50	50	51
2. Type 2	44	43	43	42	41	42	42	42	42	43	43
3. Type 3	38	36	36	35	34	35	35	35	36	36	36
4. Type 4	31	30	30	29	28	29	29	29	29	30	30
14B. Pork or breakfast sausage, fresh, hog casings (H. C.):											
1. Type 2	41	39	39	38	38	38	38	38	39	39	39
2. Type 3	34	33	32	32	31	31	31	32	32	32	33
3. Type 4	28	26	26	25	24	25	26	26	26	26	26
14C. Pork or breakfast sausage, fresh, artificial casings (A. C.) or sealed heavy cardboard waxed cups, 1 lb. each or less:											
1. Type 2	39	38	37	37	36	36	36	37	37	37	38
2. Type 3	32	31	30	30	29	29	29	30	30	30	31
3. Type 4	26	24	24	24	23	23	23	24	24	24	24
14D. Pork or breakfast sausage fresh, cardboard cartons or sealed packages of moisture resistant paper, 1 lb. each or less:											
1. Type 2	38	36	36	35	34	35	35	35	36	36	36
2. Type 3	31	29	29	29	28	28	28	29	29	29	29
3. Type 4	22	21	20	20	19	19	20	20	20	20	21

(b) *Sausage products covered by Maximum Price Regulation 336*—Continued.

(Price per pound)

Item	Zone 1	Zone 2	Zone 3	Zone 4	Zone 4A	Zone 5	Zone 6	Zone 7	Zone 8 North and 8 South	Zone 9 North and 9 South	Zone 10
14E. Pork or breakfast sausage, fresh, bulk:	*Cts.*	*Cts.*	*Cts.*	*Cts.*	*Cts.*	*Cts.*	*Cts.*	*Cts.*	*Cts.*	*Cts.*	*Cts.*
1. Type 1	45	46	43	40	40	38	41	40	42	42	43
2. Type 2	36	36	35	34	33	33	34	34	34	35	35
3. Type 3	29	28	28	27	27	27	27	28	28	28	28
4. Type 4	21	20	19	19	18	18	18	19	19	19	20
15. Pork or breakfast sausage smoked, hog casings (H. C.), artificial casings (A. C.) or skinless:											
1. Type 2	45	43	43	43	42	43	43	43	44	44	44
2. Type 3	39	38	38	38	37	38	38	38	38	39	39
3. Type 4	31	30	30	29	29	29	30	30	30	31	31

Item	Zone 1	Zone 2	Zone 3	Zone 4	Zone 4A	Zone 5	Zone 6	Zone 7	Zone 8 North and 8 South	Zone 9 North and 9 South	Zone 10
16A. Salami, soft, artificial casings (A. C.):	*Cts.*	*Cts.*	*Cts.*	*Cts.*	*Cts.*	*Cts.*	*Cts.*	*Cts.*	*Cts.*	*Cts.*	*Cts.*
1. All beef	41	40	40	39	39	39	39	39	40	40	40
16B. Salami, medium or hard, artificial casings (A. C.):											
1. All beef	57	56	56	55	55	55	55	55	56	56	56

This amendment shall become effective July 26, 1944.

NOTE: The record keeping and reporting provisions of this amendment have been approved by the Bureau of the Budget.

Issued this 21st day of July 1944.

JAMES G. ROGERS, JR.,
Acting Administrator.

[F. R. Doc. 44-10906; Filed, July 21, 1944; 11:31 a. m.]

PART 1394—RATIONING OF FUEL AND FUEL PRODUCTS

[RO 5C[1], Amdt. 137]

MILEAGE RATIONING: GASOLINE REGULATIONS

A rationale accompanying this amendment issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Ration Order 5C is amended in the following respects:

1. In § 1394.7751 (a) the statement in parentheses is amended to read as follows:

(other than passenger automobiles and motorcycles owned or leased and operated by the armed forces of the United States or by State military forces organized pursuant to section 61 of the National Defense Act, as amended)

2. In § 1394.7801 (a) the first sentence is amended to read as follows:

Subject to the provisions of § 1394.7802, transport rations shall be issued by a Board to permit the acquisition of gasoline required for the propulsion of registered and unregistered commercial motor vehicles and motor vehicles owned or leased by and operated by the State military forces organized pursuant to section 61 of the National Defense Act, as amended.

3. In § 1394.7802 the last sentence is amended to read as follows:

The owner or person entitled to the use of a motor vehicle which is owned or leased by and operated by the State military forces organized pursuant to section 61 of the National Defense Act, as amended, may obtain a transport ration authorizing the acquisition of the number of gallons of gasoline required for the operation of such vehicle during the quarterly period for which the ration is to be used.

4. In § 1394.7803 (a) the first sentence is amended to read as follows:

Class T coupons, and, in the case of motorcycles owned or leased by and operated by the State military forces organized pursuant to section 61 of the National Defense Act, as amended, Class D books marked "Transport" shall be issued as transport rations.

5. Section 1394.7804(c) is amended to read as follows:

(c) In the event application is made for a transport ration for use with a motor vehicle owned or leased by and operated by the State military forces organized pursuant to section 61 of the National Defense Act, as amended, the application shall state the number of gallons required during the quarterly period for which the ration is sought for all operations of the vehicle, or in the case of a fleet, for all of the vehicles for which a ration is sought.

6. In section 1394.7805 (c) the first sentence is amended to read as follows:

When an application is made for a ration for use with a motor vehicle which is owned or leased by and operated by the State military forces organized pursuant to section 61 of the National Defense Act, as amended, no Certificate of War Necessity is required.

7. Section 1394.7851(b) (3) (v) is added to read as follows:

(v) To operate a motor vehicle purchased or leased by the military or naval forces of the United States or State military forces organized pursuant to section 61 of the National Defense Act, as amended, from the place of purchase or lease to a place designated by such military or naval forces.

8. Section 1394.7851(b) (3) (vi) is added to read as follows:

(vi) To move a motor vehicle owned or leased by the military or naval forces of the United States or State military forces organized pursuant to section 61 of the National Defense Act, as amended, from one military or naval facility to another military or naval facility when such movement is under the control and supervision of a private contractor.

9. Section 1394.8183(b) (8) is added to read as follows:

(8) Any movement of a motor vehicle purchased or leased by the military or naval forces of the United States or State military forces organized pursuant to section 61 of the National Defense Act, as amended, from the place of such purchase or lease, to a place designated by such military or naval forces.

This amendment shall become effective July 25, 1944.

(Pub. Law 671, 76th Cong.; as amended by Pub. Laws 89, 421 and 507, 77th Cong.; WPB Dir. No. 1, Supp. Dir. No. 1Q, 7 F.R. 562, 9121, E.O. 9125, 7 F.R. 2719)

Issued this 21st day of July 1944.

JAMES G. ROGERS, JR.,
Acting Administrator.

[F. R. Doc. 44-10907; Filed, July 21, 1944; 11:31 a. m.]

PART 1404—RATIONING OF FOOTWEAR

[RO 17,[1] Amdt. 68]

SHOES

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 2.3 (e) is added to read as follows:

(e) Each establishment shall file the third inventory with the Inventory and Control Branch of the Office of Price Administration, Empire State Building, New York 1, New York, on or before August 5, 1944. (An inventory shall be deemed "filed" on time if the envelope in which it is enclosed is postmarked not later than midnite, August 5, 1944.) The inventory shall be taken as of the close of business on July 31, 1944, and all information required by the form (OPA Form R-1701B) must be furnished.

This amendment shall become effective July 25, 1944.

NOTE: The reporting provisions and record-keeping requirements of this amend-

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 15037.

[1] 8 F.R. 15839, 16605, 16996; 9 F.R. 92, 573, 764, 2232, 2656, 2947, 2829, 3340, 3944, 4391, 5254, 5805, 6233, 6647, 6455, 7080.

ment have been approved by the Bureau of Budget in accordance with the Federal Reports Act of 1942.

Issued this 21st day of July 1944.

JAMES G. ROGERS, Jr.
Acting Administrator.

[F. R. Doc. 44-10908; Filed, July 21, 1944; 11:33 a. m.]

PART 1404—RATIONING OF FOOTWEAR

[RO 17,[1] Amdt. 69]

SHOES

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 2.7 (g) is added to read as follows:

(g) Nothing in this order shall be construed to prohibit the surrender of ration currency, in exchange for a transfer of shoes, subsequent to the time at which ration currency is required to be surrendered. However, such late surrender shall not relieve the transferor or the transferee of the consequences of the failure to receive or surrender ration currency at the time required.

This amendment shall become effective July 25, 1944.

Issued this 21st day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10909; Filed, July 21, 1944; 11:32 a. m.]

PART 1439—UNPROCESSED AGRICULTURAL COMMODITIES

[RMPR 471]

LEGUME AND GRASS SEEDS

Maximum Price Regulation 471 is redesignated Revised Maximum Price Regulation 471 and is revised and amended to read as set forth herein. In the judgment of the Price Administrator, the maximum prices established by this regulation are generally fair and equitable and comply with all the provisions and will effectuate the purposes of the Emergency Price Control Act of 1942, as amended, and of Executive Orders 9250 and 9328.

Such specifications and standards as are used in this regulation were, prior to such use, in general use in the trade or industry affected.

A statement of the considerations involved in the issuance of this regulation, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

REVISED MAXIMUM PRICE REGULATION NO. 471—LEGUME AND GRASS SEEDS

Sec.
1. Applicability.
2. Sales at other than maximum prices.
3. Evasion.
4. Enforcement.
5. Licensing.
6. Records and reports.
7. Protests and petitions for amendment.
8. Definitions.
9. Certain maximum service charges.
10. Maximum prices for sales of thresher run seeds.
11. Maximum prices for sales of rough cleaned seeds.
12. Maximum prices for sales of quality cleaned and processed seeds.
13. Base prices applicable to quality cleaned and processed legume and grass seeds.

AUTHORITY: (Secs. 1 to 13, inclusive, § 1439.6) issued under 56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R.4681.

SECTION 1. *Applicability.* (a) Except as provided in paragraph (b) of this section, this regulation shall apply to all sales within the 48 states and the District of Columbia of the following domestic and imported legume and grass seeds, viz: alfalfa, medium red and mammoth red clover, alsike clover, sweet clover and timothy; and certain processed seed mixtures.

(b) *Sales excepted.* This regulation shall not apply to:

(1) State Certified seed of the following improved alfalfa varieties: Atlantic, Buffalo, Nemestan and Ranger;

(2) State Certified seed of the following improved red clover strains: Emerson, Kentucky 215, Kirsh, Letcher, Otten, Rahn, Sanford, Tennessee Anthracnose Resistant and Van Fossen;

(3) State Certified seed of the following improved timothy varieties: Cornell 1777, Cornell 4059, Lorain, Marietta and Milton;

(4) Any export sale of any legume and grass seeds. The maximum price for such sale shall be determined in accordance with the provisions of the Second Revised Maximum Export Price Regulation;[2]

(5) Sales of legume and grass seeds when sold to planters in quantities of 5 pounds or less;

(6) Any legume and grass seeds purchased by the United States or any of its agencies under such circumstances of emergency as to make delivery imperative and as to render it impossible to secure or unfair to require immediate delivery at the maximum price which would otherwise be applicable, if such purchases and deliveries are made pursuant to the provisions of section 4.3 (f) of Revised Supplementary Regulation No. 1 to the General Maximum Price Regulation, as amended: *Provided, however,* That the Administrator may, by order, waive the reporting of any part of the information required by section 4.3 (f) in connection with a particular purchase or group of purchases upon determining that such information may not reasonably be required under all the circumstances, and he may, in lieu thereof, require the reporting of other information more suited to the circumstances.

SEC. 2. *Sales at other than maximum prices.* (a) Regardless of any contract or obligation, no person shall sell or deliver, and no person shall, in the course of trade or business, buy or receive any of the commodities covered by this regulation at a price above the maximum price established by this regulation, nor shall any person agree, solicit, offer, or attempt to do any of the foregoing: *Provided, however,* That this prohibition is subject to the exception provided for in subparagraph (1) of this paragraph.

(1) Any person may agree to sell at a price which can be increased up to the maximum price in effect at the time of delivery, but no person may, unless authorized by the Office of Price Administration, deliver or agree to deliver at prices to be adjusted upward in accordance with action taken by the Office of Price Administration after delivery. Such authorization may be given when a request for a change in the applicable maximum price is pending, but only if the authorization is necessary to promote distribution or production and if it will not interfere with the purposes of the Emergency Price Control Act of 1942, as amended. The authorization may be given by an order of the Administrator or of any official of the Office of Price Administration having authority to act upon the pending request for a change in price or to give the authorization.

(b) Prices lower than the maximum prices established by this regulation may be charged or paid.

SEC. 3. *Evasion.* (a) Any method whereby a seller obtains greater consideration than the maximum price, or whereby he gives less than the consideration due the buyer for the maximum price, is an evasion of this regulation, and therefore prohibited, and any offer or agreement which accomplishes or attempts to accomplish such result is equally prohibited. Without limiting the general prohibitions of this section, the following practices are specifically prohibited.

(1) Requiring payment of any commission, service, transportation or other charge not specifically provided for in the regulation;

(2) Receiving any premium not provided for in the regulation;

(3) Changing a normal business practice for no other reason than to obtain a price higher than the maximum price;

(4) Requiring the purchase of any commodity or service as a condition of the sale of another commodity;

(5) Requiring the sale of one commodity as a condition of the sale of another commodity;

(6) Any other method which, in effect, gives the seller a higher price than he is entitled to.

SEC. 4. *Enforcement.* Persons violating any provision of this regulation are subject to the license revocation or suspension provisions, civil enforcement actions, suits for treble damages, and criminal penalties, as provided in the Emergency Price Control Act of 1942, as amended.

SEC. 5. *Licensing.* The provisions of Licensing Order No. 1[3] licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation. A seller's license may be suspended for violations of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

SEC. 6. *Records and reports.* (a) Every seller subject to this regulation shall keep for inspection by the Office of Price Administration for so long as the Emergency Price Control Act of 1942, as amended, remains in effect his customary records including all bills, invoices and other documents relating to every sale or delivery of commodities subject to this regulation and documents necessary to the determination of purity and germination, after the effective date of this regulation.[4]

(b) Upon demand every such seller shall submit such records to the Office of Price Administration and keep such further records as the Office of Price Administration may from time to time require.[4]

SEC. 7. *Protests and petitions for amendment.* Any person desiring to file a protest against or seeking an amendment of any provisions of this regulation may do so in accordance with Revised Procedural Regulation No. 1,[5] issued by the Office of Price Administration.

SEC. 8. *Definitions.* (a) As used in this regulation the following terms shall have the following meanings:

(1) "Legume and grass seeds" means alfalfa, medium red clover, mammoth red clover, alsike clover, sweet clover and timothy seeds.

(2) "Northern alfalfa seed" means alfalfa seed produced in the following places: In the States of Washington, Oregon, Idaho, Montana, Wyoming, North Dakota, South Dakota, Nebraska, Iowa, Minnesota, Wisconsin and Michigan, and in the counties of any state east of Nebraska which are north of or intersected by the 40th parallel; and in Canada.

(3) "Central alfalfa seed" means alfalfa seed produced in the following places: In the counties of the State of California north of the 40th parallel, and in the counties of Tehama and Plumas; in the States of Nevada, Utah, Colorado, Kansas, and Oklahoma (and labelled "Oklahoma approved origin seed"); in the counties of Missouri, Illinois, Indiana, Ohio, and New Jersey which lie entirely south of the 40th parallel; and in the States of Kentucky, West Virginia, Virginia, Maryland, Delaware and the District of Columbia.

(4) "Southern alfalfa seed" is alfalfa seed produced in places in the United States south of the places where central alfalfa seed is produced; and in Central and South America.

(5) "Thresher-run seeds" means legume and grass seeds in the condition in which they come from a thresher or harvesting machine.

(6) "Rough cleaned seeds" means legume and grass seeds which have been partially cleaned by a cleaning machine separate from and not attached to a thresher or harvesting machine.

(7) "Quality cleaned seeds" means legume and grass seeds which have been thoroughly cleaned, sacked, tested in a laboratory (on the basis of a representative sample) for purity, germination, weed seed content and rate of occurrence of noxious weed seeds, and labelled in compliance with the applicable seed laws.

(8) "Processed seeds" means seeds of uniform quality which a commercial processor has cleaned and purified (with or without blending), sacked, tested in a laboratory for purity, germination, weed seed content and rate of occurrence of noxious weed seeds and labelled pursuant to the applicable state and federal seed laws.

(9) "Processed seed mixture" means any mixture of processed seeds in which at least two kinds of seeds (exclusive of weed seeds and noxious weed seeds) are present in excess of 5% of the whole.

(10) "Weed seeds" means weed seeds as defined in the Federal Seed Act or any applicable State Seed Law.

(11) "Noxious weed seeds" for which discounts must be made in this regulation are seeds of *Lepidium draba, Lepidium repens* (Schrenk) *Boiss, Hymenophysa Pubescens C. A., Mey.,* white top; *Cirsium arvense Scop.,* Canada thistle; *Cuscuta spp.,* dodder; *Agropyron, repens Beauv.,* quackgrass; *Sorghum halepense Pers.,* Johnson grass; *Convolvulus arvensis,* bindweed; *Centaurea picris Pall.,* Russian Knapweed; *Sonchus arvensis,* perennial sowthistle; *Eurphorbia esula,* leafy spurge: *Provided,* That these weed seeds are considered noxious and their rate of occurrence is such that labelling to show their presence is required by the laws and regulations of the State in which the legume or grass seeds in question are delivered (or by the Federal Seed Act, if delivered in the District of Columbia).

(12) "Dockage" means inert matter, weed seeds and other crop seeds in thresher-run seeds or rough cleaned seeds. The determination of dockage shall be made from a representative sample drawn from each bag or container, removing as much dockage as possible therefrom by the use of one of the following combinations of hand-screens:

Seed	Combination of screen sizes		
	Top	Middle	Bottom
Alfalfa	5/64" or 3/64" x 5/16"	1/4"	4 x 24.
Medium and Mammoth Red Clover	5/64" or 3/64" x 5/16"	5/16"	6 x 24.
Alsike Clover	1/16"		6 x 32.
White Blosson Sweet Clover	5/64" or 3/64" x 5/16"	5/16"	6 x 24.
Yellow Blosson Sweet Clover	5/64" or 3/64" x 5/16"	5/16"	4 x 20.
Timothy	3/64"		6 x 34.

and, thereafter removing the remaining dockage in said representative sample by the hand separation method as prescribed by the regulations issued under and for the enforcement of the Federal Seed Act.

(13) "Your transportation cost" means:

(i) If you employ a common carrier, contract carrier, or other carrier for hire or compensation, the charge which you actually incur for the transportation service; or

(ii) If you do your own hauling by truck, automobile or wagon, the following scale of charges:

If the total haul does not exceed 100 miles—3 cents per 100 pounds for the first five miles or fraction thereof plus 1 cent per 100 pounds for each additional five miles or fraction thereof;

If the haul exceeds 100 miles the lowest carload rail rate from the rail point nearest the point of origin to the rail point nearest the point of destination plus 8 cents per 100 pounds, but not to exceed 22 cents per 100 pounds plus ¼ cent per 100 pounds for each five miles or fraction thereof over 100 miles.

In applying the above mileage scale all distances shall be determined via the shortest route between point of origin and point of destination reasonably suitable for truck movement.

(iii) When any movement involves a combination of the above types of transportation the transportation cost for such movement shall be the sum of the amounts computed separately for each part of the movement.

(iv) If you bulk two or more lots of legume and grass seeds, on which you have paid varying transportation costs, into a single lot, you may use a weighted average of such transportation costs for the entire quantity.

(14) "Person" means an individual, corporation, partnership, association or other organized group of persons or the legal successor or representative of any of the foregoing, and includes the United States or any other Government or any political subdivision or agency of any of the foregoing.

(15) "Producer" means with respect to a particular lot of thresher-run or rough cleaned legume and grass seeds, a person who produced or harvested such lot.

(16) "Country dealer" means with respect to a particular lot of legume and grass seeds, a person other than a commercial processor who:

(i) Thoroughly cleans thresher-run seeds or rough cleaned seeds in a seed cleaning plant maintained and operated by him; and

(ii) Has a representative sample of such seeds tested in a laboratory for

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*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 15839, 16605, 16996; 9 F.R. 92, 573, 764, 2232, 2656, 2947, 2829, 3340, 3944, 4391, 5254, 5805, 6233, 6647, 6455. 7080.

[2] 8 F.R. 4132, 5987, 7662, 9998, 15193; 9 F.R. 1036, 5435, 5923, 7201.

[3] 8 F.R. 13240.

[4] The record keeping provisions of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

[5] Subject to the approval of the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

[6] 7 F.R. 9861.

purity, germination, weed seed content and rate of occurrence of noxious weed seeds; and

(iii) Sells such seeds properly labelled in compliance with the applicable seed laws.

(17) "Commercial processor" means, with respect to a particular lot of legume and grass seeds, a person who performs the following functions, and who performed the same prior to September 29, 1943, in a seed processing plant equipped with specialized seed processing machinery in addition to fanning and screening mills, which plant he maintains and operates:

(i) Blends and bulks thresher-run seeds and rough cleaned seeds;

(ii) Refines and purifies thresher-run seed and rough cleaned seed through the use of specialized processing machinery designed to remove weed seeds and noxious weed seeds;

(iii) Blends and bulks processed legume and grass seeds into lots of uniform quality;

(iv) Tests or has tested such seeds to determine uniformity of quality and to determine purity, germination, weed seed content and rate of occurrence of noxious weed seeds; and

(v) Sells such seeds properly labelled in compliance with the applicable seed laws.

A processor must file a reference sample of each lot of seed he processes and keep the same available for inspection by the Office of Price Administration.

(18) "Wholesaler" means, with respect to a particular lot of legume and grass seeds, a person who buys quality cleaned or processed legume and grass seeds, unloads them into a warehouse and resells the same to retailers.

(19) "Retailer" is any person who sells quality cleaned or processed legume and grass seeds to planters.

(20) "His supplier" or "your supplier" means, as to any seller, the person from whom he or you purchased the seeds involved.

(21) "His customer" or "your customer" means, as to any seller, the person to whom he sells or you sell the lot of seeds involved.

(22) "Base price" means the price computed in accordance with section 13 hereof. These are merely basic prices from which the maximum price for every sale by every seller is calculated under the provisions of section 13 hereof. These base prices shall not be used independently as a maximum price for any sale.

(b) The foregoing definitions have like meaning in this regulation whether referring to the class as a whole (e. g. legume and grass seeds) or to a specific kind or variety comprised therein (e. g. alfalfa, Northern, Central or Southern).

SEC. 9. *Certain maximum service charges.* The maximum charges which may be made per 100 pounds for the services of assembling, rough cleaning, and quality cleaning legume and grass seeds are set forth below. These are maximum service charges regardless of whether the legume and grass seeds are sold at their maximum price.

(a) *Assembling:*

Kind of seed:	*Maximum service charge (to be reduced by the percentage of dockage in the lot)*
Alfalfa:	
Northern, Central and Southern	$1.00
Clover:	
Medium Red, Mammoth Red and Alsike	1.00
Sweet	.35
Timothy	.30

(b) *Rough cleaning:*

Kind of seed:	*Maximum service charge (to be reduced by the percentage of dockage in the lot)*
Alfalfa:	
Northern, Central and Southern	$1.00
Clover:	
Medium Red, Mammoth Red and Alsike	1.00
Sweet	.50
Timothy	.40

(c) *Quality cleaning:*

Kind of seed:	*Maximum service charge*
Alfalfa:	
Northern and Central	$3.50
Southern	3.00
Clover:	
Medium Red, Mammoth Red and Alsike	3.10
Sweet	2.00
Timothy	1.30

SEC. 10. *Maximum prices for sales of thresher-run seeds.* (a) If you are a producer your maximum price, per 100 pounds, for the sale or delivery of thresher-run seeds shall be as follows:

Kind of seed:	*Maximum price (To be reduced by the percentage of dockage in the lot)*
Alfalfa:	
Northern	$35.00
Central	32.00
Southern (except when grown, sold and delivered for planting in the State of Arizona or in the State of California south of the 40th parallel)	28.00
Southern (when grown, sold and delivered for planting in the State of Arizona or in the State of California south of the 40th parallel)	32.00
Clover:	
Medium Red and Mammoth Red	30.00
Alsike	27.00
Sweet	10.00
Hubam (Annual white blossom sweet clover variety)	15.00
Timothy	7.30

plus transportation cost from your farm to your customer's receiving point.

(b) If you are any person other than a producer, and purchased from a producer for your own account, your maximum price, per 100 pounds, for the sale or delivery of thresher-run seeds shall be the maximum price of the producer who grew the lot of seed in question plus your transportation cost from your place of business to your customer's receiving point, and plus the applicable markup shown below:

Kind of seed:	*Maximum mark-up (to be reduced by the percentage of dockage in the lot)*
Alfalfa:	
Northern, Central and Southern	$1.50
Clover:	
Medium Red, Mammoth Red and Alsike	1.50
Sweet	.40
Timothy	.35

(c) If your purchased thresher-run seed from a person other than a producer, your maximum price per 100 pounds, shall be your supplier's maximum price, plus your transportation cost.

(d) If you are a seller under paragraph (a), (b), or (c), you may increase your maximum price by the reasonable value (not exceeding any maximum price thereon) of the sacks actually furnished by you.

SEC. 11. *Maximum prices for sales of rough cleaned seeds.* (a) If you are a seller of rough cleaned seeds your maximum price, per 100 pounds, for the sale or delivery of such seeds shall be the maximum price at which you could have sold or delivered such seeds as thresher-run seeds, plus your transportation cost and plus the applicable mark-up shown below:

Kind of seed:	*Maximum mark-up (to be reduced by the percentage of dockage in the lot)*
Alfalfa:	
Northern, Central and Southern	$1.00
Clover:	
Medium Red, Mammoth Red and Alsike	1.00
Sweet	.50
Timothy	.40

(b) You may increase your maximum price under paragraph (a) by the reasonable value (not exceeding any maximum price thereon) of the sacks actually furnished by you.

SEC. 12. *Maximum prices for sales of quality cleaned and processed seeds.* Maximum prices for all sales of quality cleaned and processed seeds are found in this section. Maximum prices of such seeds vary according to quality, type of seller and according to whether they are sold by a seller who has customarily sold seeds on a basis of uniform quality. Differences in degree of purity and germination are adjusted in the tables of base prices which are found in section 13. You may take the applicable premiums provided in section 13, but you must give the applicable discounts provided therein. Whenever reference is made to a base price, refer to that section. In section 13 you will find that the particular quality of the seed you are selling has its own base price, without reference to the type of seller you may happen to be.

Once a base price has been determined, this section will explain how you determine your own maximum price. You must consult the definitions to determine your class of seller on the particular sale, as we have defined your status according to the particular sale you are making. You may be one class of seller on one sale and another class of seller on a different sale.

If you are a producer selling seeds which have been quality cleaned from seeds produced by you, your maximum price will be found in paragraph (a). If you meet the requirements of the definition of a Commercial Processor, as we have defined him, your maximum price is provided in paragraph (b). If you are a wholesaler, as we define him, your maximum price is found in paragraph (c) or if a retailer in paragraph (d). All other sellers find their maximum prices in paragraph (e).

(a) *Maximum prices for a producer.* If you are a producer selling seeds which have been quality cleaned from seeds produced by you, your maximum price will depend on the party to whom you sell the seed. In all cases your maximum price will be the appropriate base price for the kind and quality of seed you are selling, plus your transportation cost, and plus the applicable markup shown in subparagraphs (1) and (2) below.

(1) If your customer is any person other than a planter your maximum markup shall be:

Kind of seed:	*Maximum markup per 100 pounds*
Alfalfa:	
Northern and Central	$3.50
Southern	3.00
Clover:	
Medium Red, Mammoth Red and Alsike	3.10
Sweet	2.00
Timothy	1.30

(2) If your customer is a planter your maximum markup shall be:

Kind of seed:	*Maximum markup per 100 pounds*
Alfalfa:	
Northern and Central	$8.00
Southern (except when grown, sold and delivered for planting in the State of Arizona or in the State of California south of the 40th parallel)	8.00
Southern (when grown, sold and delivered for planting in the State of Arizona or in the State of California south of the 40th parallel)	6.50
Clover:	
Medium Red, Mammoth Red and Alsike	6.95
Sweet	5.00
Timothy	3.50

(b) *Maximum prices for a commercial processor.* If you are a commercial processor, your maximum price will depend on the party to whom you sell the seed. In all cases your maximum price will be the appropriate base price for the kind and quality of seed you are selling, plus your transportation cost, and plus the applicable markup shown in subparagraphs (1), (2) or (3) below.

(1) If your customer is a commercial processor, wholesaler or any other person (except a retailer or planter) your maximum markup shall be:

Kind of seed:	*Maximum markup per 100 pounds*
Alfalfa:	
Northern and Central	$6.50
Southern (except when grown, sold and delivered for planting in the State of Arizona or in the State of California south of the 40th parallel)	6.00
Southern (when grown, sold and delivered for planting in the State of California south of the 40th parallel)	4.00
Clover:	
Medium Red, Mammoth Red and Alsike	5.85
Sweet	3.75
Timothy	2.15

(2) If your customer is a retailer your maximum markup shall be:

Kind of seed:	*Maximum markup per 100 pounds*
Alfalfa:	
Northern and Central	$10.40
Southern (except when grown, sold and delivered for planting in the State of Arizona or in the State of California south of the 40th parallel)	9.90
Southern (when grown, sold and delivered for planting in the State of Arizona or in the State of California south of the 40th parallel)	7.40
Clover:	
Medium Red, Mammoth Red and Alsike	9.65
Sweet	6.00
Timothy	3.55

(3) (i) If your customer is a planter and you are selling from your processing plant your maximum markup shall be:

Kind of seed:	*Maximum markup per 100 pounds*
Alfalfa:	
Northern and Central	$11.00
Southern (except when grown, sold and delivered for planting in the State of Arizona or in the State of California south of the 40th parallel)	11.00
Southern (when grown, sold and delivered for planting in the State of California south of the 40th parallel)	7.50
Clover:	
Medium Red, Mammoth Red and Alsike	9.70
Sweet	6.75
Timothy	4.35

(ii) If your customer is a planter and you are selling from a retail store or from a retail mail order house in connection with which you publish a retail mail order seed catalogue and said store or mail order house is owned or leased by you and located on premises not adjacent to your processing plant your maximum markup shall be:

Kind of seed:	*Maximum mark-up per 100 pounds*
Alfalfa:	
Northern and Central	$14.90
Southern (except when grown, sold and delivered for planting in the State of Arizona or in the State of California south of the 40th parallel)	14.90
Southern (when grown, sold and delivered for planting in the State of Arizona or in the State of California south of the 40th parallel)	10.90
Clover:	
Medium Red, Mammoth Red and Alsike	13.50
Sweet	9.00
Timothy	5.75

(c) *Maximum prices for a wholesaler.* (1) If you are a wholesaler who does not maintain and operate a retail store or a retail mail order house in connection with which you publish a retail mail order seed catalogue your maximum price shall be your supplier's maximum price on the sale and delivery to you, plus your transportation cost, and plus the applicable mark-up shown below:

Kind of seed:	*Maximum mark-up per 100 pounds*
Alfalfa:	
Northern and Central	$3.90
Sotuhern (except when grown, sold and delivered for planting in the State of Arizona or in the State of California south of the 40th parallel)	3.90
Southern (when grown, sold and delivered for planting in the State of Arizona or in the State of California south of the 40th parallel)	3.40
Clover:	
Medium Red, Mammoth Red and Alsike	3.80
Sweet	2.25
Timothy	1.40

(2) If you are a wholesaler who maintains and operates a retail store or a retail mail order house in connection with which you publish a seed catalogue and sell to planters, your maximum price shall be your supplier's maximum price on the sale and delivery to you, plus your transportation cost, and plus the applicable mark-up shown below:

Kind of seed:	*Maximum mark-up per 100 pounds*
Alfalfa:	
Northern and Central	$8.40
Southern (except when grown, sold and delivered for planting in the State of Arizona or in the State of California south of the 40th parallel)	8.90
Southern (when grown, sold and delivered for planting in the State of Arizona or in the State of California south of the 40th parallel)	6.90
Clover:	
Medium Red, Mammoth Red and Alsike	7.65
Sweet	5.25
Timothy	3.60

(d) *Maximum prices for a retailer.* (1) If you are a retailer, other than a country dealer selling seeds which have been quality cleaned by you, your maximum price shall be your supplier's maximum price on the sale and delivery to you, plus your transportation cost, and plus the applicable mark-up shown below:

Kind of seed:	*Maximum mark-up per 100 pounds*
Alfalfa:	
Northern and Central	$4.50
Southern (except when grown, sold and delivered for planting in the State of Arizona or in the State of California south of the 40th parallel)	5.00
Southern (when grown, sold and delivered for planting in the State of Arizona or in the State of California south of the 40th parallel)	3.50
Clover:	
Medium Red, Mammoth Red and Alsike	3.85
Sweet	3.00
Timothy	2.20

(2) If you are a country dealer selling seeds which have been quality cleaned

by you, your maximum price shall be the appropriate base price in section 14, plus your transportation cost, and plus the applicable mark-up shown below:

Kind of seed:	*Maximum mark-up per 100 pounds*
Alfalfa:	
Northern and Central	$8.00
Southern (except when grown, sold and delivered for planting in the State of Arizona or in the State of California south of the 40th parallel)	8.00
Southern (when grown, sold and delivered for planting in the State of Arizona or in the State of California south of the 40th parallel)	6.50
Clover:	
Medium Red, Mammoth Red and Alsike	6.95
Sweet	5.00
Timothy	3.50

(3) If you are a retailer under subparagraphs (1) or (2) of this paragraph and make sales to planters in quantities of more than 5 pounds and less than 60 pounds, the maximum prices established in subparagraphs (1) and (2) may be increased by the reasonable value (not exceeding any maximum price thereon) of the sacks actually used, plus the applicable mark-up per pound shown below:

(i) In the States of Alabama, Connecticut, Delaware, Florida, Georgia, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Mississippi, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia and in the District of Columbia:

Kind of seed:	*Maximum mark-up per pound*
Alfalfa:	
Northern, Central and Southern	$0.03
Clover:	
Medium Red, Mammoth Red and Alsike	.03
Sweet	.02
Timothy	.02

(ii) In any state not mentioned in subdivision (i):

Kind of seed:	*Maximum mark-up per pound*
Any legume and grass seeds	$0.01½

(e) ***Maximum prices for any person other than a producer, commercial processor, wholesaler or retailer.*** If you are any person other than a producer, commercial processor, wholesaler or retailer your maximum price for the sale or delivery of any lot of quality cleaned or processed legume and grass seeds shall be the appropriate base price plus your transportation cost and plus the applicable mark-up shown below:

Kind of seed:	*Maximum mark-up per 100 pounds*
Alfalfa:	
Northern and Central	$3.50
Southern	3.00
Clover:	
Medium Red, Mammoth Red and Alsike	3.10
Sweet	2.00
Timothy	1.30

(f) If you belong to one of the classes of sellers provided for in this section, your maximum mark-up for the sale or delivery of a processed seed mixture of seeds provided for in section 14 shall be the weighted average of your maximum mark-ups for the respective seeds in the mixture which are subject to this regulation.

SEC. 13. ***Base prices applicable to quality cleaned and processed legume and grass seeds.*** You have found in the maximum pricing provisions that base prices are provided in this section. These base prices are on a dollars and cents basis per 100 pounds, net weight, sacks free, and are so worked out that you can find a base price on the particular kind and quality of processed seed or processed seed mixture on which you are determining a maximum price. Base prices are not maximum prices and are to be used only as indicated in other provisions of the regulation. This section refers you to tables in the appendix where the base prices, discounts, and premiums are set forth in dollars and cents.

The base prices in dollars per 100 pounds, net weight, sacks free, on Alfalfa, Red Clover, Alsike Clover, Sweet Clover and Timothy seeds are those set forth in the appendix which also shows discounts for weed seed content, noxious weed seed content, and sweet clover seed content; premiums for extra high quality seed; and base prices for processed seed mixtures. All the applicable discounts must be taken, and the premiums may be taken with respect to each lot in which they appear.

You shall first determine the appropriate figure for the particular lot in question according to its pure seed percentage and its percentage of total germination and hard seed. Then you determine the weed seed content, noxious weed seed content and sweet clover seed content, and subtract the appropriate amounts to be deducted for these factors from the amount obtained in the previous sentence. If you have extra high quality seed you may add the applicable premiums. The amount which you obtain as a result of these calculations will be your pure seed base price. "Pure seed" means with respect to any kind of seed being considered, seed of that kind which meets the qualifications of purity and germination as set forth in the tables in the appendix.

Whenever processed legume and grass seeds or processed seed mixtures are sold in bulk or buyer's sacks, the maximum prices set forth in this section shall be decreased by the reasonable market value of the sacks used (not exceeding any maximum price established thereon).

APPENDIX—TABLES ON BASE PRICES

(a) *Alfalfa*—(1) *Base prices for Northern Alfalfa Seed:*

Pure seed percentage	Percentage of total germination and hard seed					
	90% or more	89% to 85%	84% to 80%	79% to 75%	74% to 70%	Below 70%
99% or more	33.00	33.25	31.50	29.75	28.00	25.00
98–98.9%	33.95	32.20	30.45	28.70	26.95	24.00
97–97.9%	32.90	31.15	29.40	27.65	25.90	23.00
96–96.9%	31.85	30.10	28.35	26.60	24.85	22.00
95–95.9%	30.80	29.05	27.30	25.55	23.80	21.00
94–94.9%	29.75	28.00	26.25	24.50	22.75	20.00
93–93.9%	28.70	26.95	25.20	23.45	21.70	19.00
92–92.9%	27.65	25.90	24.15	22.40	20.65	18.00
91–91.9%	26.60	24.85	23.10	21.35	19.60	17.00
90–90.9%	25.55	23.80	22.05	20.30	18.55	16.00
Below 90%	24.00	22.60	20.00	18.00	16.00	14.00

(2) *Base prices for Central Alfalfa Seed and for Alfalfa Seed grown in Arizona and California when sold and delivered for planting in Arizona and California:*

Pure seed percentage	Percentage of total germination and hard seed					
	90% or more	89% to 85%	84% to 80%	79% to 75%	74% to 70%	Below 70%
99% or more	32.00	30.40	28.80	27.20	25.60	23.00
98–98.9%	31.05	29.45	27.85	26.25	24.65	22.00
97–97.9%	30.10	28.50	26.90	25.30	23.70	21.00
96–96.9%	29.15	27.55	25.95	24.35	22.75	20.00
95–95.9%	28.20	26.60	25.00	23.40	21.80	19.00
94–94.9%	27.25	25.65	24.05	22.45	20.85	18.00
93–93.9%	26.30	24.70	23.10	21.50	19.90	17.00
92–92.9%	25.35	23.75	22.15	20.55	18.95	16.00
91–91.9%	24.40	22.80	21.20	19.60	18.00	15.00
90–90.9%	23.45	21.85	20.25	18.65	17.05	14.00
Below 90%	22.00	20.00	18.00	16.00	14.00	12.00

(3) *Base prices for Southern Alfalfa Seed (includes Alfalfa Seed grown in California south of the 40th parallel and in Arizona when sold and delivered for planting outside Arizona and California south of the 40th parallel):*

Pure seed percentage	Percentage of total germination and hard seed					
	90% or more	89% to 85%	84% to 80%	79% to 75%	74% to 70%	Below 70%
99% or more	28.00	26.60	25.20	23.80	22.40	20.00
98–98.9%	27.15	25.75	24.35	22.95	21.55	19.25
97–97.9%	26.30	24.90	23.50	22.10	20.70	18.50
96–96.9%	25.45	24.05	22.65	21.25	19.85	17.75
95–95.9%	24.60	23.20	21.80	20.40	19.00	17.00
94–94.9%	23.75	22.35	20.95	19.55	18.15	16.25
93–93.9%	22.90	21.50	20.10	18.70	17.30	15.50
92–92.9%	22.05	20.65	19.25	17.85	16.45	14.75
91–91.9%	21.20	19.80	18.40	17.00	15.60	14.00
90–90.9%	20.35	18.95	17.55	16.15	14.75	13.25
Below 90%	19.00	17.50	16.00	14.50	13.00	11.00

(b) *Discounts.* The prices in the foregoing tables shall be reduced per 100 pounds of seed as follows:

(1) *For weed seed content:*

Weed seed content	Amount to be deducted per 100 pounds of seed			
	Northern	Central	Arizona and California	Southern
Less than 0.50%	None	None	None	None
0.50–1.00%	$0.50	$0.45	$0.45	$0.40
1.01–1.50%	1.00	.90	.90	.80
1.51–2.00%	1.50	1.35	1.35	1.20
Above 2.00%	[1] 1.50	[1] 1.45	[1] 1.45	[1] 1.40

[1] For each additional one-half of one percent or fraction thereof above 2%.

(2) *For noxious weed seed content:*

Number of noxious weed seeds per pound of seed	Amount to be deducted per 100 pounds of seed			
	Northern	Central	Arizona and California	Southern
Less than 9 per pound	None	None	None	None
9–36 per pound	$0.50	$0.50	$0.50	$0.50
37–63 per pound	1.00	1.00	1.00	1.00
64–100 per pound	1.50	1.50	1.50	1.50
101–150 per pound	2.00	2.00	2.00	2.00
Above 150 per pound	2.50	2.50	2.50	2.50

(3) *For sweet clover seed content:*

Sweet clover seed content	Amount to be deducted per 100 pounds of seed			
	Northern	Central	Arizona and California	Southern
Less than 0.50%	None	None	None	None
0.50–1.00%	$1.05	$0.95	$0.95	$0.85
1.01–2.00%	2.10	1.90	1.90	1.70
2.01–3.00%	3.15	2.85	2.85	2.55
3.01–4.00%	4.20	3.80	3.80	3.40
4.01–5.00% and over	5.25	4.75	4.75	4.25

(c) ***Premiums.*** The prices in the foregoing tables may be increased per 100 pounds of seed as follows:

(1) $1.00 for premium grade, meeting all the following specifications:

More than 99.25% pure seed.

More than 90.00% germination and hard seed.

Less than 0.25% weed seed content.

Less than 9 noxious weed seeds per pound.

Less than 0.25% sweet clover seed content.

(2) (i) $7.00 for the following State Certified Improved Varieties: Baltic, Cossack, Grimm, Hardigan, Hardistan, Ladak, and Orestan.

(ii) You may add this premium to the base price of the alfalfa seed in the region in which your seed was produced, and you may add this premium to the base price for Northern Alfalfa Seed, when:

(*a*) You are selling the State Certified Improved variety of Baltic produced in the State of Colorado; or

(*b*) You are selling alfalfa seed produced in regions other than the Northern region from northern grown State Certified Alfalfa Seed of one of the above-named improved varieties and such seed is labelled "Northern adapted first generation increase" by the State Certifying Agency.

(3) $3.00 for the following State Certified Improved Varieties of:

(i) Central Alfalfa Seed: Kansas Common and Utah Pioneer;

(ii) Southern Alfalfa Seed: Hairy Peruvian, Arizona Chilean, Cimarron, New Mexico Common and Texas Southwestern Common.

(d) *Clover*—(1) *Base prices for medium red and mammoth red clover seeds:*

Pure seed percentage	Percentage of total germination and hard seed					
	90% or more	89% to 85%	84% to 80%	79% to 75%	74% to 70%	Below 70%
99% or more	$30.00	$28.50	$27.00	$25.50	$24.00	$21.00
98–98.9%	29.10	27.60	26.10	24.60	23.10	20.00
97–97.9%	28.20	26.70	25.20	23.70	22.20	19.00
96–96.9%	27.30	25.80	24.30	22.80	21.30	18.00
95–95.9%	26.40	24.90	23.40	21.90	20.40	17.00
94–94.9%	25.50	24.00	22.50	21.00	19.50	16.00
93–93.9%	24.60	23.10	21.60	20.10	18.60	15.00
92–92.9%	23.70	22.20	20.70	19.20	17.70	14.00
91–91.9%	22.80	21.30	19.80	18.30	16.80	13.00
90–90.9%	21.90	20.40	18.90	17.40	15.90	12.00
Below 90%	20.00	18.00	16.00	14.00	12.00	10.00

(2) *Base prices for alsike clover seed:*

Pure seed percentage	Percentage of total germination and hard seed					
	90% or more	89% to 85%	84% to 80%	79% to 75%	74% to 70%	Below 70%
98% or more	$27.00	$25.65	$24.30	$22.95	$21.60	$19.00
97–97.9%	26.20	24.85	23.50	22.15	20.80	18.00
96–96.9%	25.40	24.05	22.70	21.35	20.00	17.00
95–95.9%	24.60	23.25	21.90	20.55	19.20	16.00
94–94.9%	23.80	22.45	21.10	19.75	18.40	15.00
93–93.9%	23.00	21.65	20.30	18.95	17.60	14.00
92–92.9%	22.20	20.85	19.50	18.15	16.80	13.00
91–91.9%	21.40	20.05	18.70	17.35	16.00	12.00
90–90.9%	20.60	19.25	17.90	16.55	15.20	11.00
Below 90%	19.00	17.00	15.00	13.00	11.00	9.00

(3) *Base prices for sweet clover seed:*

Pure seed percentage	Percentage of total germination and hard seed				
	90% to 85%	84% to 80%	79% to 75%	74% to 70%	Below 70%
99% or more	$10.00	$9.50	$9.00	$8.50	$8.00
98–98.9%	9.50	9.00	8.50	8.00	7.50
97–97.9%	9.00	8.50	8.00	7.50	7.00
96–96.9%	8.50	8.00	7.50	7.00	6.50
95–95.9%	8.00	7.50	7.00	6.50	6.00
94–94.9%	7.50	7.00	6.50	6.00	5.50
93–93.9%	7.00	6.50	6.00	5.50	5.00
92–92.9%	6.50	6.00	5.50	5.00	4.50
91–91.9%	6.00	5.50	5.00	4.50	4.00
90–90.9%	5.50	5.00	4.50	4.00	3.50
Below 90%	5.00	4.50	4.00	3.50	3.00

(e) *Base prices for Timothy seed:*

Pure seed percentage	Percentage of total germination and hard seed				
	90% or more	89% to 85%	84% to 80%	79% to 75%	Below 75%
99.5% or more	$7.30	$7.05	$6.80	$6.55	$6.05
99–99.4%	7.05	6.80	6.55	6.30	5.80
98–98.9%	6.80	6.55	6.30	6.05	5.55
97–97.9%	6.55	6.30	6.05	5.80	5.30
96–96.9%	6.30	6.05	5.80	5.55	5.05
95–95.9%	6.05	5.80	5.55	5.30	4.80
94–94.9%	5.80	5.55	5.30	5.05	4.55
93–93.9%	5.55	5.30	5.05	4.80	4.30
92–92.9%	5.30	5.05	4.80	4.55	4.05
91–91.9%	5.05	4.80	4.55	4.30	3.80
90–90.9%	4.80	4.55	4.30	4.05	3.55
Below 90%	4.30	4.05	3.80	3.55	3.00

(f) ***Discounts.*** The prices in the tables in paragraphs (d) and (e) shall be reduced per 100 pounds of seed as follows:

(1) *For weed seed content:*

Weed seed content	Amount to be deducted per 100 pounds of seed			
	Red clover	Alsike clover	Sweet clover	Timothy
Less than 0.5%	None	None	None	None
0.50–1.00%	$0.45	$0.40	$0.20	$0.15
1.01–1.50%	.90	.80	.40	.30
1.51–2.00%	1.35	1.20	.60	.45
Above 2.00%	[1] 0.45	[1] 0.40	1.20	1.15

[1] For each additional one-half of one percent or fraction thereof above 2%.

(2) *For noxious weed seed content:*

Number of noxious weed seeds per pound of seed	Amount to be deducted per 100 pounds of seed			
	Red clover	Alsike clover	Sweet clover	Timothy
Less than 9 per pound	None	None	None	None
9–36 per pound	$0.50	$0.50	$0.25	$0.20
37–63 per pound	1.00	1.00	.50	.40
64–100 per pound	1.50	1.50	.75	.60
101–150 per pound	2.00	2.00	1.00	.80
Above 150 per pound	2.50	2.50	1.25	1.00

(3) *For sweet clover seed content:*

Sweet clover seed content:	*Amount to be deducted per 100 pounds of seed Red Clover only*
Less than 0.50%	None
0.50–1.00%	$0.75
1.01–2.00%	1.50
2.01–3.00%	2.25
3.01–4.00%	3.00
4.01–5.00% and over	3.75

(g) ***Premiums.*** The prices in the tables in paragraphs (d) and (e) may be increased per 100 pounds of seed as follows:

(1) *$1.00 for premium grade meeting all the following specifications:*

(i) For Red Clover Seed:
More than 99.25% pure seed.
More than 90.00% Germination and hard seed.
Less than 0.25% weed seed content.
Less than 9 noxious weed seeds per pound.
Less than 0.25% sweet clover seed content.

(ii) For Alsike Clover Seed:
More than 98.50% pure seed.
More than 90.00% germination and hard seed.
Less than 0.25% weed seed content.
Less than 9 noxious weed seeds per pound.

(iii) For Sweet Clover Seed:
More than 99.25% pure seed.
More than 90.00% germination and hard seed.
Less than 0.25% weed seed content.
Less than 9 noxious weed seeds per pound.

(2) $6.00 for the following State Certified Improved Varieties of:

(i) Red Clover Seed: Cumberland and Midland.

(ii) Sweet Clover Seed: Evergreen, Madrid, Spanish and Willamette.

(3) $5.00 for the Hubam Variety of Sweet Clover Seed.

(4) $3.00 for the Common Biennial White State Certified Improved Variety of Sweet Clover Seed.

(h) ***Processed seed mixtures.*** (1) Processed seed mixture composed of alsike clover and white Dutch clover seeds: The base price per 100 pounds for the sale of a processed seed mixture composed of alsike clover and white Dutch clover seeds shall be the base price per 100 pounds of alsike clover seed, figuring the purity according to the combined purities of the two kinds of seeds and the germination and hard seed according to the weighted average of the percentages of germination and hard seed in said two kinds of seeds, plus an addition at the rate

of 35 cents per pound for each one pound or fraction thereof over 5 pounds of processed white Dutch clover seed per 100 pounds of the lot. This base price shall be reduced per 100 pounds of seed as follows:

(i) For weed seed content, by the same discount provided for alsike clover seed under paragraph (f) (1) of this section;

(ii) For noxious weed seed content, by the same discount provided for alsike clover seed under paragraph (f) (2) of this section.

(2) This paragraph establishes base prices for two classes of mixtures:—processed seed mixtures in which all of the seeds are subject to the regulation and processed seed mixtures composed of two or more seeds subject to the regulation and one or more seeds not subject to the regulation.

The base prices for such mixtures shall be determined by multiplying the percentage of each processed seed subject to the regulation in 100 pounds of the mixture by its base price per 100 pounds as shown in paragraphs (a) (d) and (e), whichever is applicable, of this section, taking the highest possible purity and the particular percentage of germination and hard seed for each kind of seed subject to the regulation in the mixture, and adding the results. This base price shall be reduced per 100 pounds of seed as follows:

(i) *For weed seed content:*

Weed seed content:	*Amount to be deducted per 100 pounds of seed*
Less than 0.50 percent	None
0.50–1.00 percent	$0.50
1.01–1.50 percent	1.00
1.51–2.00 percent	1.50
Above 2.00 percent	[1] 1.50

[1] For each additional one-half of one percent or fraction thereof above 2%.

(ii) *For noxious weed seed content:*

Number of noxious weed seed per pound of seed[1]	*Amount to be deducted per 100 pounds of seed*
[illegible]	[illegible]
9–36 per pound	$0.50
[illegible]	[illegible]

This regulation shall become effective July 26, 1944.

Issued this 21st day of July 1944.

IVAN D. CARSON,
Acting Administrator.

Approved: July 11, 1944.

GROVER B. HILL,
Acting War Food Administrator.

[F. R. Doc. 44–10910; Filed, July 21, 1944; 11:33 a. m.]

TITLE 33—NAVIGATION AND NAVIGABLE WATERS

Chapter II—Corps of Engineers, War Department

PART 204—DANGER ZONE REGULATIONS

SHEEPSCOT RIVER, MAINE, AREA

Pursuant to the provisions of section 7 of the River and Harbor Act of August 8, 1917 (40 Stat. 266; 33 U.S.C. 1), the following regulations are hereby prescribed to govern the use and navigation of waters of Sheepscot Bay, at the mouth of Sheepscot River, Maine, comprising an air to ground gunnery of the Naval Air Station, Brunswick, Maine:

§ 204.3 *Waters of Sheepscot Bay, at mouth of Sheepscot River, Maine, Air to Ground Gunnery Range, Naval Air Station, Brunswick, Maine*—(a) *The danger zone.* An area in Sheepscot Bay, at the mouth of Sheepscot River, Maine, bounded as follows: Beginning at the center of the mouth of Little River, approximately lat. 43° 46' 14" N., long. [illegible] about 2.9 miles, to Tom Rock, approxi-

TITLE 41—PUBLIC CONTRACTS

Chapter I—Procurement Division, Department of the Treasury

PART 11—STANDARD CONTRACT PROCEDURE

ESCALATION PROVISION IN PROCUREMENT OF COAL

The regulations in this part are hereby amended by the addition of the following subpart:

§ 11.200 *Coal; escalation provision.* Only the following escalation provision may be used by all departments and establishments in the Executive Branch of the Government in contracts for the procurement of coal where it is deemed necessary to provide for escalation by reason of changes in applicable maximum price ceilings established by the Office of Price Administration or other authorized Federal agency:

The contractor represents and warrants that the prices shown herein are not in excess of the maximum prices established by the Office of Price Administration, or other authorized Government agency, and in effect upon the date hereof for the supplies to be furnished hereunder. In the event such maximum price applicable to any item is increased, or decreased, the price payable for any subsequent delivery of such item, made in accordance with the provisions of the contract, shall be increased or decreased by the same number of cents, or fractions thereof, per unit, that such maximum price may be increased, or decreased, up to and including the date of delivery.

(Sec. 1 E.O. 6166, June 10, 1933, as Subdivision D, Regulations Governing the Operation of the Branch of Supply, Procurement Division, Treasury Department, approved by the President April 12, 1935 (41 CFR 1.2, 11.1, 11.3))

§ 201.2 *Statutory exemptions.* • • •

(a) Where the contracting officer is authorized by the express language of a statute to purchase "in the open market", or where a purchase of articles, supplies, materials or equipment, either in being or virtually so, is made without advertising for bids under circumstances bringing such purchase within the exception to the General Purchase Statute, R.S. 3709, that is, where immediate delivery is required by the public exigency.

Dated: July 5, 1944.

FRANCES PERKINS,
Secretary of Labor.

[F. R. Doc. 44–10860; Filed, July 20, 1944; 2:52 p. m.]

TITLE 43—PUBLIC LANDS: INTERIOR

Chapter I—General Land Office

[Circular 1560]

PART 250—PUBLIC SALES

MISCELLANEOUS AMENDMENTS

Sections 250.7, 250.17 and 250.20 are amended to read as follows:

§ 250.7 *Effect of application.* The filing of an application under section 2455 of the Revised Statutes as amended (43 U.S.C. 1171) in conformity with the regulations in this part will segregate the lands applied for from other disposition under the public land laws, subject to any prior valid right which has attached under any pending entry or location. However, until the issuance of a [illegible] the Commissioner may at any time determine that the lands should not be sold, the applicant or any bidder

Applicants for such preference right must be supported by proof of the applicant's ownership of the whole title of the contiguous lands; that is, he must show by affidavit that he has the title in fee. If a preference right is asserted or if conflicting preference rights are asserted, and there is an amicable agreement between the parties, and all other necessary evidence and money has been tendered by the respective parties, the register will make the award; at the same time returning the amount on deposit to the credit of the highest bidder with notice that the land has been sold to the preference right claimant. In no event can the land be sold until the end of the 30 days preference right period.

If, at the end of the 30 days preference right period, no assertion of preference right is made, the sale will be declared closed and the highest bidder may be declared the purchaser.

FRED W. JOHNSON,
Commissioner.

Approved: July 1, 1944.

OSCAR L. CHAPMAN,
Assistant Secretary.

[F. R. Doc. 44–10873; Filed, July 21, 1944; 9:39 a. m.]

TITLE 47—TELECOMMUNICATION

Chapter I—Federal Communications Commission

PART 50—CLASSIFICATION OF WIRE TELEGRAPH EMPLOYEES[1]

[illegible] tive immediately, adopted the following

DEFINITIONS

§ 52.1 *Employees.* (a) For the purpose of statistical count and classification the word employees, as used in this part, is intended to include all persons in the service of the reporting company subject to its continuing authority to supervise and direct the manner of rendition of their service.

(b) All persons employed by the company as agents and paid exclusively on a commission basis should not be reported as employees of the company.

(c) Temporary, occasional, extra and similar employees should be included in the count of employees.

(d) Employees who are on paid vacations during the period for which information is required, should be reported as regular employees.

(e) Employees on leave of absence or furloughs not paid for by the company should not be included in the statistical count and classification.

(f) Employees temporarily on leave on account of disability due to accident or sickness should be included in the statistical count and classification.

(g) Pensioners not required to render service should not be included as employees of the company. Pensioners recalled to service should be counted as regular employees and should be counted and classified in the occupational group in which they are employed.

(h) Employees of the company working in the United States should be classified according to §§ 52.21 to 52.41, inclusive. Employees of the company working outside of the United States are subject only to § 52.42.

CLASSIFICATION

§ 52.11 *Method; time at* [illegible]

by you, your maximum price shall be the appropriate base price in section 14, plus your transportation cost, and plus the applicable mark-up shown below:

Kind of seed:	*Maximum mark-up per 100 pounds*
Alfalfa:	
Northern and Central	$8.00
Southern (except when grown, sold and delivered for planting in the State of Arizona or in the State of California south of the 40th parallel)	8.00
Southern (when grown, sold and delivered for planting in the State of Arizona or in the State of California south of the 40th parallel)	6.50
Clover:	
Medium Red, Mammoth Red and Alsike	6.95
Sweet	5.00
Timothy	3.50

(3) If you are a retailer under subparagraphs (1) or (2) of this paragraph and make sales to planters in quantities of more than 5 pounds and less than 60 pounds, the maximum prices established in subparagraphs (1) and (2) may be increased by the reasonable value (not exceeding any maximum price thereon) of the sacks actually used, plus the applicable mark-up per pound shown below:

(i) In the States of Alabama, Connecticut, Delaware, Florida, Georgia, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Mississippi, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia and in the District of Columbia:

Kind of seed:	*Maximum mark-up per pound*
Alfalfa:	
Northern, Central and Southern	$0.03
Clover:	
Medium Red, Mammoth Red and Alsike	.03
Sweet	.02
Timothy	.02

(ii) In any state not mentioned in subdivision (i):

Kind of seed:	*Maximum mark-up per pound*
Any legume and grass seeds	$0.01½

(e) *Maximum prices for any person other than a producer, commercial processor, wholesaler or retailer.* If you are any person other than a producer, commercial processor, wholesaler or retailer your maximum price for the sale or delivery of any lot of quality cleaned or processed legume and grass seeds shall be the appropriate base price plus your transportation cost and plus the applicable mark-up shown below:

Kind of seed:	*Maximum mark-up per 100 pounds*
Alfalfa:	
Northern and Central	$3.50
Southern	3.00
Clover:	
Medium Red, Mammoth Red and Alsike	3.10
Sweet	2.00
Timothy	1.30

(f) If you belong to one of the classes of sellers provided for in this section, your maximum mark-up for the sale or delivery of a processed seed mixture of seeds provided for in section 14 shall be the weighted average of your maximum mark-ups for the respective seeds in the mixture which are subject to this regulation.

SEC. 13. *Base prices applicable to quality cleaned and processed legume and grass seeds.* You have found in the maximum pricing provisions that base prices are provided in this section. These base prices are on a dollars and cents basis per 100 pounds, net weight, sacks free, and are so worked out that you can find a base price on the particular kind and quality of processed seed or processed seed mixture on which you are determining a maximum price. Base prices are not maximum prices and are to be used only as indicated in other provisions of the regulation. This section refers you to tables in the appendix where the base prices, discounts, and premiums are set forth in dollars and cents.

The base prices in dollars per 100 pounds, net weight, sacks free, on Alfalfa, Red Clover, Alsike Clover, Sweet Clover and Timothy seeds are those set forth in the appendix which also shows discounts for weed seed content, noxious weed seed content, and sweet clover seed content; premiums for extra high quality seed; and base prices for processed seed mixtures. All the applicable discounts must be taken, and the premiums may be taken with respect to each lot in which they appear.

You shall first determine the appropriate figure for the particular lot in question according to its pure seed percentage and its percentage of total germination and hard seed. Then you determine the weed seed content, noxious weed seed content and sweet clover seed content, and subtract the appropriate amounts to be deducted for these factors from the amount obtained in the previous sentence. If you have extra high quality seed you may add the applicable premiums. The amount which you obtain as a result of these calculations will be your pure seed base price. "Pure seed" means with respect to any kind of seed being considered, seed of that kind which meets the qualifications of purity and germination as set forth in the tables in the appendix.

Whenever processed legume and grass seeds or processed seed mixtures are sold in bulk or buyer's sacks, the maximum prices set forth in this section shall be decreased by the reasonable market value of the sacks used (not exceeding any maximum price established thereon).

APPENDIX—TABLES ON BASE PRICES

(a) *Alfalfa*—(1) *Base prices for Northern Alfalfa Seed:*

Pure seed percentage	Percentage of total germination and hard seed					
	90% or more	89% to 85%	84% to 80%	79% to 75%	74% to 70%	Below 70%
99% or more	35.00	33.25	31.50	29.75	28.00	25.00
98–98.9%	31.95	32.20	30.45	28.70	26.95	24.00
97–97.9%	32.90	31.15	29.40	27.65	25.90	23.00
96–96.9%	31.85	30.10	28.35	26.60	24.85	22.00
95–95.9%	30.80	29.05	27.30	25.55	23.80	21.00
94–94.9%	29.75	28.00	26.25	24.50	22.75	20.00
93–93.9%	28.70	26.95	25.20	23.45	21.70	19.00
92–92.9%	27.65	26.90	24.15	22.40	20.65	18.00
91–91.9%	26.60	24.85	23.10	21.35	19.60	17.00
90–90.9%	25.55	23.80	22.05	20.30	18.55	16.00
Below 90%	24.00	22.60	20.00	18.00	16.00	14.00

(2) *Base prices for Central Alfalfa Seed and for Alfalfa Seed grown in Arizona and California when sold and delivered for planting in Arizona and California:*

Pure seed percentage	Percentage of total germination and hard seed					
	90% or more	89% to 85%	84% to 80%	79% to 75%	74% to 70%	Below 70%
99% or more	32.00	30.40	28.80	27.20	25.60	23.00
98–98.9%	31.05	29.45	27.85	26.25	24.65	22.00
97–97.9%	30.10	28.50	26.90	25.30	23.70	21.00
96–96.9%	29.15	27.55	25.95	24.35	22.75	20.00
95–95.9%	28.20	26.60	25.00	23.40	21.80	19.00
94–94.9%	27.25	25.65	24.05	22.45	20.85	18.00
93–93.9%	26.30	24.70	23.10	21.50	19.90	17.00
92–92.9%	25.35	23.75	22.15	20.55	18.95	16.00
91–91.9%	24.40	22.80	21.20	19.60	18.00	15.00
90–90.9%	23.45	21.85	20.25	18.65	17.05	14.00
Below 90%	22.00	20.00	18.00	16.00	14.00	12.00

(3) *Base prices for Southern Alfalfa Seed (includes Alfalfa Seed grown in California south of the 40th parallel and in Arizona when sold and delivered for planting outside Arizona and California south of the 40th parallel):*

Pure seed percentage	Percentage of total germination and hard seed					
	90% or more	89% to 85%	84% to 80%	79% to 75%	74% to 70%	Below 70%
99% or more	28.00	26.60	25.20	23.80	22.40	20.00
98–98.9%	27.15	25.75	24.35	22.95	21.55	19.25
97–97.9%	26.30	24.90	23.50	22.10	20.70	18.50
96–96.9%	25.45	24.05	22.65	21.25	19.85	17.75
95–95.9%	24.60	23.20	21.80	20.40	19.00	17.00
94–94.9%	23.75	22.35	20.95	19.55	18.15	16.25
93–93.9%	22.90	21.50	20.10	18.70	17.30	15.50
92–92.9%	22.08	20.65	19.25	17.85	16.45	14.75
91–91.9%	21.20	19.80	18.40	17.00	15.60	14.00
90–90.9%	20.35	18.95	17.55	16.15	14.75	13.25
Below 90%	19.00	17.50	16.00	14.50	13.00	11.00

(b) *Discounts.* The prices in the foregoing tables shall be reduced per 100 pounds of seed as follows:

(1) *For weed seed content:*

Weed seed content	Amount to be deducted per 100 pounds of seed			
	Northern	Central	Arizona and California	Southern
Less than 0.50%	None	None	None	None
0.50–1.00%	$0.50	$0.45	$0.45	$0.40
1.01–1.50%	1.00	.90	.90	.80
1.51–2.00%	1.50	1.35	1.35	1.20
Above 2.00%	[1] .50	[1] .45	[1] .45	[1] .40

[1] For each additional one-half of one percent or fraction thereof above 2%.

(2) *For noxious weed seed content:*

Number of noxious weed seeds per pound of seed	Amount to be deducted per 100 pounds of seed			
	Northern	Central	Arizona and California	Southern
Less than 9 per pound	None	None	None	None
9–36 per pound	$0.50	$0.50	$0.50	$0.50
37–63 per pound	1.00	1.00	1.00	1.00
64–100 per pound	1.50	1.50	1.50	1.50
101–150 per pound	2.00	2.00	2.00	2.00
Above 150 per pound	2.50	2.50	2.50	2.50

(3) *For sweet clover seed content:*

Sweet clover seed content	Amount to be deducted per 100 pounds of seed			
	Northern	Central	Arizona and California	Southern
Less than 0.50%	None	None	None	None
0.50–1.00%	$1.05	$0.95	$0.95	$0.85
1.01–2.00%	2.10	1.90	1.90	1.70
2.01–3.00%	3.15	2.85	2.85	2.55
3.01–4.00%	4.20	3.80	3.80	3.40
4.01–5.00% and over	5.25	4.75	4.75	4.25

(c) *Premiums.* The prices in the foregoing tables may be increased per 100 pounds of seed as follows:

(1) $1.00 for premium grade, meeting all the following specifications:

More than 99.25% pure seed.

More than 90.00% germination and hard seed.

Less than 0.25% weed seed content.

Less than 9 noxious weed seeds per pound.

Less than 0.25% sweet clover seed content.

(2) (i) $7.00 for the following State Certified Improved Varieties: Baltic, Cossack, Grimm, Hardigan, Hardistan, Ladak, and Orestan.

(ii) You may add this premium to the base price of the alfalfa seed in the region in which your seed was produced, and you may add this premium to the base price for Northern Alfalfa Seed, when:

(a) You are selling the State Certified Improved variety of Baltic produced in the State of Colorado; or

(b) You are selling alfalfa seed produced in regions other than the Northern region from northern grown State Certified Alfalfa Seed of one of the above-named improved varieties and such seed is labelled "Northern adapted first generation increase" by the State Certifying Agency.

(3) $3.00 for the following State Certified Improved Varieties of:

(i) Central Alfalfa Seed: Kansas Common and Utah Pioneer;

(ii) Southern Alfalfa Seed: Hairy Peruvian, Arizona Chilean, Cimarron, New Mexico Common and Texas Southwestern Common.

(d) *Clover*—(1) *Base prices for medium red and mammoth red clover seeds:*

Pure seed percentage	Percentage of total germination and hard seed					
	90% or more	89% to 85%	84% to 80%	79% to 75%	74% to 70%	Below 70%
99% or more	$30.00	$28.50	$27.00	$25.50	$24.00	$21.00
98–98.9%	29.10	27.60	26.10	24.60	23.10	20.00
97–97.9%	28.20	26.70	25.20	23.70	22.20	19.00
96–96.9%	27.30	25.80	24.30	22.80	21.30	18.00
95–95.9%	26.40	24.90	23.40	21.90	20.40	17.00
94–94.9%	25.50	24.00	22.50	21.00	19.50	16.00
93–93.9%	24.60	23.10	21.60	20.10	18.60	15.00
92–92.9%	23.70	22.20	20.70	19.20	17.70	14.00
91–91.9%	22.80	21.30	19.80	18.30	16.80	13.00
90–90.9%	21.90	20.40	18.90	17.40	15.90	12.00
Below 90%	20.00	18.60	16.00	14.00	12.00	10.00

(2) *Base prices for alsike clover seed:*

Pure seed percentage	Percentage of total germination and hard seed					
	90% or more	89% to 85%	84% to 80%	79% to 75%	74% to 70%	Below 70%
98% or more	$27.60	$25.65	$24.30	$22.95	$21.60	$19.00
97–97.9%	26.20	24.85	23.50	22.15	20.80	18.00
96–96.9%	25.40	24.05	22.70	21.35	20.00	17.00
95–95.9%	24.60	23.25	21.90	20.55	19.20	16.00
94–94.9%	23.80	22.45	21.10	19.75	18.40	15.00
93–93.9%	23.00	21.65	20.30	18.95	17.60	14.00
92–92.9%	22.20	20.85	19.50	18.15	16.80	13.00
91–91.9%	21.40	20.05	18.70	17.35	16.00	12.00
90–90.9%	20.60	19.25	17.90	16.55	15.20	11.00
Below 90%	19.00	17.00	15.00	13.00	11.00	9.00

(3) *Base prices for sweet clover seed:*

Pure seed percentage	Percentage of total germination and hard seed				
	90% to 85%	84% to 80%	79% to 75%	74% to 70%	Below 70%
99% or more	$10.00	$9.50	$9.00	$8.50	$8.00
98–98.9%	9.50	9.00	8.50	8.00	7.50
97–97.9%	9.00	8.50	8.00	7.50	7.00
96–96.9%	8.50	8.00	7.50	7.00	6.50
95–95.9%	8.00	7.50	7.00	6.50	6.00
94–94.9%	7.50	7.00	6.50	6.00	5.50
93–93.9%	7.00	6.50	6.00	5.50	5.00
92–92.9%	6.50	6.00	5.50	5.00	4.50
91–91.9%	6.00	5.50	5.00	4.50	4.00
90–90.9%	5.50	5.00	4.50	4.00	3.50
Below 90%	5.00	4.50	4.00	3.50	3.00

(e) *Base prices for Timothy seed:*

Pure seed percentage	Percentage of total germination and hard seed				
	90% or more	89% to 85%	84% to 80%	79% to 75%	Below 75%
99.5% or more	$7.30	$7.05	$6.80	$6.55	$6.05
99–99.4%	7.05	6.80	6.55	6.30	5.80
98–98.9%	6.80	6.55	6.30	6.05	5.55
97–97.9%	6.55	6.30	6.05	5.80	5.30
96–96.9%	6.30	6.05	5.80	5.55	5.05
95–95.9%	6.05	5.80	5.55	5.30	4.80
94–94.9%	5.80	5.55	5.30	6.05	4.55
93–93.9%	5.55	5.30	5.05	4.80	4.30
92–92.9%	5.30	5.05	4.80	4.55	4.05
91–91.9%	5.05	4.80	4.55	4.30	3.80
90–90.9%	4.80	4.55	4.30	4.05	3.55
Below 90%	4.30	4.05	3.80	3.55	3.00

(f) *Discounts.* The prices in the tables in paragraphs (d) and (e) shall be reduced per 100 pounds of seed as follows:

(1) *For weed seed content:*

Weed seed content	Amount to be deducted per 100 pounds of seed			
	Red clover	Alsike clover	Sweet clover	Timothy
Less than 0.5%	None	None	None	None
0.50–1.00%	$0.45	$0.40	$0.20	$0.15
1.01–1.50%	.90	.80	.40	.30
1.51–2.00%	1.35	1.20	.60	.45
Above 2.00%	[1] 0.45	[1] 0.40	[1] .20	[1] .15

[1] For each additional one-half of one percent or fraction thereof above 2.%.

(2) *For noxious weed seed content:*

Number of noxious weed seeds per pound of seed	Amount to be deducted per 100 pounds of seed			
	Red clover	Alsike clover	Sweet clover	Timothy
Less than 9 per pound	None	None	None	None
9–36 per pound	$0.50	$0.50	$0.25	$0.20
37–63 per pound	1.00	1.00	.50	.40
64–100 per pound	1.50	1.50	.75	.60
101–150 per pound	2.00	2.00	1.00	.80
Above 150 per pound	2.50	2.50	1.25	1.00

(3) *For sweet clover seed content:*

Sweet clover seed content:	*Amount to be deducted per 100 pounds of seed Red Clover only*
Less than 0.50%	None
0.50–1.00%	$0.75
1.01–2.00%	1.50
2.01–3.00%	2.25
3.01–4.00%	3.00
4.01–5.00% and over	3.75

(g) *Premiums.* The prices in the tables in paragraphs (d) and (e) may be increased per 100 pounds of seed as follows:

(1) *$1.00 for premium grade meeting all the following specifications:*

(i) For Red Clover Seed:
More than 99.25% pure seed.
More than 90.00% Germination and hard seed.
Less than 0.25% weed seed content.
Less than 9 noxious weed seeds per pound.
Less than 0.25% sweet clover seed content.

(ii) For Alsike Clover Seed:
More than 98.50% pure seed.
More than 90.00% germination and hard seed.
Less than 0.25% weed seed content.
Less than 9 noxious weed seeds per pound.

(iii) For Sweet Clover Seed:
More than 99.25% pure seed.
More than 90.00% germination and hard seed.
Less than 0.25% weed seed content.
Less than 9 noxious weed seeds per pound.

(2) $6.00 for the following State Certified Improved Varieties of:

(i) Red Clover Seed: Cumberland and Midland.

(ii) Sweet Clover Seed: Evergreen, Madrid, Spanish and Willamette.

(3) $5.00 for the Hubam Variety of Sweet Clover Seed.

(4) $3.00 for the Common Biennial White State Certified Improved Variety of Sweet Clover Seed.

(h) *Processed seed mixtures.* (1) Processed seed mixture composed of alsike clover and white Dutch clover seeds. The base price per 100 pounds for the sale of a processed seed mixture composed of alsike clover and white Dutch clover seeds shall be the base price per 100 pounds of alsike clover seed, figuring the purity according to the combined purities of the two kinds of seeds and the germination and hard seed according to the weighted average of the percentages of germination and hard seed in said two kinds of seeds, plus an addition at the rate

of 35 cents per pound for each one pound or fraction thereof over 5 pounds of processed white Dutch clover seed per 100 pounds of the lot. This base price shall be reduced per 100 pounds of seed as follows:

(i) For weed seed content, by the same discount provided for alsike clover seed under paragraph (f) (1) of this section;

(ii) For noxious weed seed content, by the same discount provided for alsike clover seed under paragraph (f) (2) of this section.

(2) This paragraph establishes base prices for two classes of mixtures:—processed seed mixtures in which all of the seeds are subject to the regulation and processed seed mixtures composed of two or more seeds subject to the regulation and one or more seeds not subject to the regulation.

The base prices for such mixtures shall be determined by multiplying the percentage of each processed seed subject to the regulation in 100 pounds of the mixture by its base price per 100 pounds as shown in paragraphs (a) (d) and (e), whichever is applicable, of this section, taking the highest possible purity and the particular percentage of germination and hard seed for each kind of seed subject to the regulation in the mixture, and adding the results. This base price shall be reduced per 100 pounds of seed as follows:

(i) *For weed seed content:*

Weed seed content:	*Amount to be deducted per 100 pounds of seed*
Less than 0.50 percent	None
0.50–1.00 percent	$0.50
1.01–1.50 percent	1.00
1.51–2.00 percent	1.50
Above 2.00 percent	[1] .50

[1] For each additional one-half of one percent or fraction thereof above 2%.

(ii) *For noxious weed seed content:*

Number of noxious weed seed per pound of seed:	*Amount to be deducted per 100 pounds of seed*
Less than 9 per pound	None
9–36 per pound	$0.50
37–63 per pound	1.00
64–100 per pound	1.50
101–150 per pound	2.00
Above 150 per pound	2.50

(3) Processed seed mixtures composed of one processed seed subject to the regulation and processed seeds not subject to the regulation, when the former is in excess of 75% of the whole.

The base price for the sale of any processed seed mixture, in which one of the seeds subject to the regulation is mixed with seeds not subject to the regulation, and the former is present in excess of 75% of the whole, shall be determined by multiplying the percentage of the principal component in 100 pounds of the mixture by its base price per 100 pounds, figured on the basis of its highest possible purity and its actual percentage of germination and hard seeds in the mixture, and the result shall be the base price for such mixture. This base price shall be reduced per 100 pounds of seed as follows:

(i) For weed seed content, by the same discounts for weed seeds that are provided for the principal component under paragraphs (b) (1) and (f) (1) of this section;

(ii) For noxious weed seed content, by the same discounts for noxious weed seeds that are provided for the principal component under paragraphs (b) (2) and (f) (2) of this section;

(iii) For sweet clover seed content, by the same discounts that are provided for the principal component under paragraphs (b) (3) and (f) (3) of this section.

This regulation shall become effective July 26, 1944.

Issued this 21st day of July 1944.

IVAN D. CARSON,
Acting Administrator.

Approved: July 11, 1944.

GROVER B. HILL,
Acting War Food Administrator.

[F. R. Doc. 44-10910; Filed, July 21, 1944; 11:33 a. m.]

TITLE 33—NAVIGATION AND NAVIGABLE WATERS

Chapter II—Corps of Engineers, War Department

PART 204—DANGER ZONE REGULATIONS

SHEEPSCOT RIVER, MAINE, AREA

Pursuant to the provisions of section 7 of the River and Harbor Act of August 8, 1917 (40 Stat. 266; 33 U.S.C. 1), the following regulations are hereby prescribed to govern the use and navigation of waters of Sheepscot Bay, at the mouth of Sheepscot River, Maine, comprising an air to ground gunnery of the Naval Air Station, Brunswick, Maine:

§ 204.3 *Waters of Sheepscot Bay, at mouth of Sheepscot River, Maine; Air to Ground Gunnery Range, Naval Air Station, Brunswick, Maine*—(a) *The danger zone.* An area in Sheepscot Bay, at the mouth of Sheepscot River, Maine, bounded as follows: Beginning at the center of the mouth of Little River, approximately lat. 43°46'14" N., long. 69°44'30" W.; thence southeasterly, about 2.9 miles, to Tom Rock, approximately lat. 43°43'56" N., long. 69°43'00" W.; thence northeasterly, about 3.1 miles, to a spar buoy, painted in black and white horizontal bands, approximately lat. 43°45'25" N., long. 69°40'00" W.; thence northwesterly about 2.8 miles, to Griffith Head Ledge, approximately lat. 43°47'00" N., long. 69°42'31" W.; thence southwesterly, about 0.6 mile, to Griffith Head, approximately lat. 43°46'56" N., long. 69°43'18" W.; thence southwesterly along the southeasterly shore line of Georgetown Island to the point of beginning.

(b) *The regulations.* (1) Navigation in the danger zone is prohibited at all times.

(2) These regulations shall be enforced by the Commandant, First Naval District, and such agencies as he may designate.

(Sec. 7, River and Harbor Act, Aug. 8, 1917; 40 Stat. 266; 33 U. S. C. 1) [Regs. 15 July 1944 (CE 800.2121 (Sheepscot Bay, Maine)—SPEWR)]

[SEAL] J. A. ULIO,
Major General,
The Adjutant General.

[F. R. Doc. 44-10872; Filed, July 21, 1944; 9:34 a. m.]

TITLE 41—PUBLIC CONTRACTS

Chapter I—Procurement Division, Department of the Treasury

PART 11—STANDARD CONTRACT PROCEDURE

ESCALATION PROVISION IN PROCUREMENT OF COAL

The regulations in this part are hereby amended by the addition of the following subpart:

§ 11.200 *Coal; escalation provision.* Only the following escalation provision may be used by all departments and establishments in the Executive Branch of the Government in contracts for the procurement of coal where it is deemed necessary to provide for escalation by reason of changes in applicable maximum price ceilings established by the Office of Price Administration or other authorized Federal agency:

The contractor represents and warrants that the prices shown herein are not in excess of the maximum prices established by the Office of Price Administration, or other authorized Government agency, and in effect upon the date hereof for the supplies to be furnished hereunder. In the event such maximum price applicable to any item is increased, or decreased, the price payable for any subsequent delivery of such item, made in accordance with the provisions of the contract, shall be increased, or decreased, by the same number of cents, or fractions thereof, per unit, that such maximum price may be increased, or decreased, up to and including the date of delivery.

(Sec. 1 E.O. 6166, June 10, 1933, subdivision D, Regulations Governing the Operation of the Branch of Supply, Procurement Division, Treasury Department, approved by the President April 12, 1935 (41 CFR 1.2, 11.1, 11.3))

[SEAL] CLIFTON E. MACK,
Director of Procurement.

Approved: July 17, 1944.

JOHN L. SULLIVAN,
Acting Secretary of the Treasury.

[F. R. Doc. 44-10881; Filed, July 21, 1944; 10:51 a.m.]

Chapter II—Division of Public Contracts

PART 201—PROCEDURE FOR THE STIPULATION OF CONDITIONS IN GOVERNMENT PURCHASE CONTRACTS

STATUTORY EXEMPTIONS

Amendment to regulations for administration of the Act of June 30, 1936, Public No. 846, 74th Congress.

By virtue of the authority vested in me by Section 4 of the Act approved June 30, 1936, 49 Stat. 2036, 41 U.S.C., secs. 35–45, and in order to clarify the meaning of paragraph (a), Article 2, of Regulations, No. 504 (41 CFR 201.2), prescribed by me under Public Act No. 846, 74th Congress (Series A), I hereby amend the paragraph to read as follows:

§ 201.2 *Statutory exemptions.* • • •

(a) Where the contracting officer is authorized by the express language of a statute to purchase "in the open market", or where a purchase of articles, supplies, materials or equipment, either in being or virtually so, is made without advertising for bids under circumstances bringing such purchase within the exception to the General Purchase Statute, R.S. 3709, that is, where immediate delivery is required by the public exigency.

Dated: July 5, 1944.

FRANCES PERKINS,
Secretary of Labor.

[F. R. Doc. 44-10860; Filed, July 20, 1944; 2:52 p. m.]

TITLE 43—PUBLIC LANDS: INTERIOR

Chapter I—General Land Office

[Circular 1580]

PART 250—PUBLIC SALES

MISCELLANEOUS AMENDMENTS

Sections 250.7, 250.17 and 250.20 are amended to read as follows:

§ 250.7 *Effect of application.* The filing of an application under section 2455 of the Revised Statutes as amended (43 U.S.C. 1171) in conformity with the regulations in this part will segregate the lands applied for from other disposition under the public land laws, subject to any prior valid right which has attached under any pending entry or location. However, until the issuance of a certificate of sale, the Secretary may at any time determine that the lands should not be sold, the applicant or any bidder has no contractual or other rights as against the United States, and no action taken prior to the issuance of the certificate will create any contractual or other obligation of the United States.

§ 250.17 *Preference right of owner of contiguous lands; failure to exercise right.* Where lands have been authorized to be sold under the body of section 2455 of the Revised Statutes, as amended (43 U.S.C. 1171), and the highest bidder has been named, if the amount of his bid is paid immediately to the register, he will then declare the bidding closed subject to the preference right of purchase by owners of contiguous land. The amount tendered will be held in the unearned account of the register, and the register will notify the bidder that if within 30 days from the date of his bid no owner or owners of contiguous lands shall apply to purchase the lands at such highest bid price, but at not more than three times the appraised price if such highest bid be more than three times such appraised price, he may be declared the purchaser.

§ 250.20 *Award to preference right claimant or to highest bidder, where preference right is not asserted.* The preference right granted by the first proviso of section 2455 of the Revised Statutes, as amended (43 U.S.C. 1171), is limited to owners of contiguous lands. Applicants for such preference right must be supported by proof of the applicant's ownership of the whole title of the contiguous lands; that is, he must show by affidavit that he has the title in fee. If a preference right is asserted or if conflicting preference rights are asserted, and there is an amicable agreement between the parties, and all other necessary evidence and money has been tendered by the respective parties, the register will make the award; at the same time returning the amount on deposit to the credit of the highest bidder with notice that the land has been sold to the preference right claimant. In no event can the land be sold until the end of the 30 days preference right period.

If, at the end of the 30 days preference right period, no assertion of preference right is made, the sale will be declared closed and the highest bidder may be declared the purchaser.

FRED W. JOHNSON,
Commissioner.

Approved: July 1, 1944.

OSCAR L. CHAPMAN,
Assistant Secretary.

[F. R. Doc. 44-10873; Filed, July 21, 1944; 9:33 a. m.]

TITLE 47—TELECOMMUNICATION

Chapter I—Federal Communications Commission

PART 52—CLASSIFICATION OF WIRE-TELEGRAPH EMPLOYEES [1]

The Commission on July 11, 1944, effective immediately, adopted the following new Part 52:

DEFINITIONS

Sec.
52.1 Employees.

COUNTING EMPLOYEES

52.11 Method; time at which counted.

INFORMATION REQUIRED

52.21 Scheduled weekly hours.
52.22 Scheduled weekly compensation.
52.23 Hourly rate of pay.

CLASSIFICATION ON BASIS OF CHARACTER OF SERVICE

52.31 Basis of classification.
52.32 Officials and managerial assistants.
52.33 Professional and semi-professional employees.
52.34 Telegraph office superintendents and managers.
52.35 Sales employees.
52.36 Clerical employees.
52.37 Telegraph operators.
52.38 Messengers.
52.39 Construction, installation and maintenance employees.
52.40 Building service employees.
52.41 All other employees, not elsewhere classified.
52.42 Employees outside of the United States.

AUTHORITY: §§ 52.1 to 52.42, inclusive, issued under sec. 4 (i); 48 Stat. 1066; 47 U.S.C. 154 (i); sec. 219 (a), 48 Stat. 1077; 47 U.S.C. 219 (a); sec. 220 (a), 48 Stat. 1078; 47 U.S.C. 220 (a).

[1] Schedule 408B filed as a part of the original document.

DEFINITIONS

§ 52.1 *Employees.* (a) For the purpose of statistical count and classification the word employees, as used in this part, is intended to include all persons in the service of the reporting company subject to its continuing authority to supervise and direct the manner of rendition of their service.

(b) All persons employed by the company as agents and paid exclusively on a commission basis should not be reported as employees of the company.

(c) Temporary, occasional, extra and similar employees should be included in the count of employees.

(d) Employees who are on paid vacations during the period for which information is required, should be reported as regular employees.

(e) Employees on leave of absence or furloughs not paid for by the company should not be included in the statistical count and classification.

(f) Employees temporarily on leave on account of disability due to accident or sickness should be included in the statistical count and classification.

(g) Pensioners not required to render service should not be included as employees of the company. Pensioners recalled to service should be counted as regular employees and should be counted and classified in the occupational group in which they are employed.

(h) Employees of the company working in the United States should be classified according to §§ 52.21 to 52.41, inclusive. Employees of the company working outside of the United States are subject only to § 52.42.

COUNTING EMPLOYEES

§ 52.11 *Method; time at which counted.* Wire-telegraph companies are required to classify and count their employees, male and female separately, at two different times each year; viz., as of the end of each of the months of June and October. The last day of the month shall be considered the end of the month, except when it falls on a Sunday or a holiday, in which case the count shall be made as of the last preceding business day. Every person sustaining to the telegraph company the relation of employee, as defined in § 52.1 shall be included in the count.

INFORMATION REQUIRED

§ 52.21 *Scheduled weekly hours.* (a) The total number of weekly hours scheduled for employees at the end of October in each classification set forth in §§ 52.32 to 52.41, inclusive, shall be reported.

(b) Scheduled weekly hours are defined as an employee's regular daily tour of duty multiplied by the number of days, or fraction of days, scheduled to be worked during a week.

(c) For each occupational classification the total number of weekly hours scheduled shall include the hours of work of part-time and full-time employees.

(d) Full-time employees are those regularly assigned full time. Part-time employees are those regularly assigned shorter hours than a full-time schedule.

(e) Scheduled hours should include paid vacation and holiday hours.

(f) The hours of work of employees temporarily on leave on account of disability due to accident or sickness should be reported as the regularly scheduled hours of these employees.

§ 52.22 *Scheduled weekly compensation.* (a) The total amount of weekly compensation scheduled for employees at the end of October in each classification set forth in §§ 52.32 to 52.41, inclusive, shall be reported.

(b) Scheduled weekly compensation is defined as the wages scheduled to be paid for scheduled weekly hours as defined above in § 52.21 (b). This should include employee contributions for old age benefits, unemployment insurance and similar deductions, paid vacation and holiday hours, the regularly scheduled weekly compensation of employees temporarily on leave due to disability or sickness, and the scheduled weekly compensation of both full- and part-time employees.

(c) Payments scheduled to pensioners should not be included.

§ 52.23 *Hourly rate of pay.* (a) Persons in the employ of the company at the end of October in occupational groups outlined below in §§ 52.33 to 52.41 inclusive, shall be classified according to their hourly rate of pay.

(b) The hourly rate of pay is defined as the scheduled weekly compensation, as described in § 52.22, divided by the scheduled weekly hours, as defined in § 52.21.

CLASSIFICATION ON BASIS OF CHARACTER OF SERVICE

§ 52.31 *Basis of classification.* Employees working for the company in the United States shall be classified with respect to character of service rendered in accordance with definitions of classes given below. Where an employee's duties are such as to make him includible in two or more classes he shall be counted under that classification most representative of his work on in which he regularly spends the greater part of his time.

§ 52.32 *Officials and managerial assistants.* Include in this group employees in occupations that are primarily concerned with responsible policy-making, planning, supervising, coordinating or guiding the work activity of others, usually through intermediate supervisors or foremen. Employees reported in this group should be subdivided and reported separately as indicated in (a) and (b) below.

NOTE: Employees in occupations that embrace supervisory functions of the character of foremen, but that involve limited aspects of policy-making and management, should not be reported in § 52.32 but should be included in §§ 52.36, 52.37 or 52.39, whichever is applicable. Telegraph office superintendents and managers should be included in § 52.34.

(a) *General and assistant general officers.* Include under this head employees engaged in the general supervision of the affairs of the company as a whole or of a general department of the company such as president, vice-presidents, secretary, treasurer, comptroller, general solicitor, chief engineer, assistants to the president, assistant secretaries, etc.

(b) *Other officials and assistants.* Include under this head all other officials and assistants engaged in and responsible for the administration of a division, city, or other operating subdivision of the company.

§ 52.33 *Professional and semi-professional employees.* Include in this group employees in such occupations that require for the proper performance of the work either extensive and comprehensive academic study or experience of such extent and character as to provide an equivalent background, or a combination of such education and experience. Some of the occupations within this group may require similar backgrounds with respect to education, training and experience as professional occupations but call for a lower level of initiative or judgment. Employees in such semi-professional occupations deal with less complicated work situations than those in fields which are considered professional. This group should also include employees who provide staff assistance which is based on their extensive training and experience in specialized types of work involved in the telegraph industry. Employees reported in this group should be subdivided and reported separately as indicated in (a) and (b) below.

(a) *Engineers and engineering assistants.* Include under this head employees not reported in § 52,32 such as automatic, central office, transmission, electronics, plant, design and civil engineers and engineering assistants and surveyors and draftsmen.

(b) *Other professional and semi-professional employees.* Include under this head all other professional and semi-professional employees such as statisticians, accountants, auditors, attorneys, laboratory technicians, nurses, physicians, dietitians and telegraph staff specialists.

§ 52.34 *Telegraph office superintendents and managers.* Include in this group all managers of offices where messages are filed by the public. In offices where only one employee is engaged and works both as an operator and office manager, the employee should be reported in this group and should not be included in § 52.37.

§ 52.35 *Sales employees.* Include in this group employees concerned with the sale of commodities, investments, real estate and services, and employees in occupations that are closely identified with sales transactions such as canvassers, solicitors, collectors, commercial representatives and contract agents working for the company on a salary basis.

NOTE: Clerical employees who assist in the work of sales employees should not be reported in this group but should be classified in § 52.36.

§ 52.36 *Clerical employees.* Include in this group all employees and supervisors of employees who primarily prepare, transcribe, transfer, systematize or preserve written communications and records. These employees include clerks engaged in the handling of public messages as well as clerks employed in the administrative work of the company. Most of these occupations may be performed by manual processes but some may include in part or in whole the operation of such machines as bookkeeping machines, typewriters, and calculating machines. Employees included in this group should be subdivided and reported separately as indicated in (a), (b) and (c) below.

(a) *Supervisors of clerical employees.* Include under this head all supervisors of clerical employees.

(b) *Route aides.* Include under this head all employees exclusive of supervisors engaged as route aides.

(c) *Clerical employees.* Include under this head all clerical employees, exclusive of supervisors and route aides. Employees classified under (c) should be subdivided according to the location of their employment, in the Commercial Department, Traffic Department, or all other departments of the company. Clerical employees include such employees as secretaries, stenographers, typists, bookkeepers, bookkeeping machine operators, cashiers, paymasters, timekeepers, checkers, office messengers, file clerks, accounting and auditing clerks, time clerks, etc.

§ 52.37 *Telegraph operators.* Include in this group all employees and supervisors of employees who operate telegraphic and telephone equipment including radiotelegraph and radiotelephone operators. Employees included in this group should be subdivided and reported separately as indicated in (a), (b), (c), (d) and (e) below.

(a) *Traffic managers, chief operators, supervisors and instructors.* Include under this head all traffic managers, chief operators, supervisors of operators and instructors. Instructors engaged in teaching employees on the job as well as those employed in schools operated by the company, should be reported under this head.

(b) *Experienced telegraph operators (excluding Morse operators).* Include under this head telegraph operators who have completed school and on-the-job training and who are engaged as automatic or multiplex operators, teleprinter operators, teletype operators and operators of other types of telegraphic equipment. Experienced telegraph operators classified under (b) should be subdivided and reported according to their location in the Commercial or Traffic Departments of the company. Morse operators should not be included under this head but should be reported under paragraph (e). Switching clerks should be classified separately under paragraph (c).

(c) *Switching clerks.* Include under this head all employees who operate reperforating-switching equipment.

(d) *Operators in training.* Include under this head all employees who are receiving operator training either on the job or in company schools and who will be or are now regularly employed by the company.

NOTE: Apprentices in other occupations should be classified in the occupation for which they are being trained. For example, apprentice clerks should be reported in § 52.36.

(e) *All other operators.* Report separately under this head all Morse operators, telephone operators and all other operators. Morse operators include Morse and Morse-automatic operators. Telephone operators are defined as operators who receive and transmit telegraph messages by means of the telephone. All other operators are defined as all telegraph and telephone operators not elsewhere classified, such as radiotelegraph and radiotelephone operators.

§ 52.38 *Messengers.* Include in this group all employees who deliver messages to and receive messages from customers, or who perform other messenger services. Employees reported in this group should be subdivided and reported separately as indicated in (a) and (b) below.

(a) *Foot and bicycle messengers.* Include under this head all messengers who either walk or use bicycles in the performance of their work.

(b) *Motor messengers.* Include under this head all messengers who either use motorcycles or automobiles in the performance of their work.

§ 52.39 *Construction, installation and maintenance employees.* Include in this group all employees engaged in the construction, installation, inspection and testing and repair of telegraphic equipment. Employees reported in this group should be subdivided and reported separately as indicated in (a), (b) and (c) below.

(a) *Traffic testing and regulating employees.* Include under this head all traffic employees engaged in the maintenance and repair or equipment such as wire chiefs and assistants, repeater chiefs and assistants, and automatic chiefs and assistants.

(b) *Contruction, installation and maintenance employees.* Include under this head all employees and supervisors and foremen of employees, not counted in (a) above, who construct, install and maintain telegraphic equipment on customers' premises and on the premises of the company. Employees reported under (b) should be further subdivided as indicated below under (1), (2), (3), and (4).

NOTE: Unskilled laborers should not be included under (b) which is limited to employees doing skilled or semi-skilled work. Laborers should be counted separately under (c).

(1) *Foremen.* Include under this head all foremen and supervisors, not reported in (a) above, who immediately direct the work of construction, installation and maintenance employees. This group should also include foremen of linemen and cablemen.

(2) *Subscribers' equipment maintainers.* Include under this head all employees who maintain and repair equipment on customers' premises. Do not include in this subsection traffic testing and regulating employees who should be classified in (a) above.

(3) *Linemen and cablemen.* Include under this head such employees as city, section and gang linemen, cable splicers and conduit men.

(4) *Other installation and maintenance employees.* Include under this head all construction, installation and maintenance employees not counted in (1), (2) and (3) above. Employees receiving training as apprentices in construction, installation and maintenance work should be reported in this group. Employees classified in this subsection should be engaged in skilled or semi-skilled work such as ticker, telegraph-repeater and plant installers, shopmen, toolmen, inspectors, powermen and electrical repairmen.

(c) *Laborers.* Include in this group all unskilled laborers engaged in construction, installation and maintenance work whose activity is predominantly of an unskilled nature.

§ 52.40 *Building service employees.* Include in this group all employees who maintain and care for buildings, offices and warehouses as well as those who render personal services. Employees reported in this group should be subdivided and reported separately as indicated in (a) and (b) below.

(a) *Mechanics.* Include under this head all skilled employees engaged in the maintenance of buildings, offices and warehouses such as stationary engineers, carpenters, painters, firemen, building electricians, plumbers and garage mechanics.

(b) *Other building service employees.* Include under this head all building, office and warehouse service employees exclusive of mechanics, such as janitors, porters, watchmen, elevator operators, window washers, cafeteria and restaurant employees and matrons.

§ 52.41 *All other employees, not elsewhere classified.* Include in this group all employees not reported under §§ 52.32 to 52.40 inclusive.

§ 52.42 *Employees outside of the United States.* Include in this group all employees, irrespective of occupation, who are engaged by the company outside of the United States.

By the Commission.

[SEAL] T. J. SLOWIE, *Secretary.*

[F. R. Doc. 44-10882; Filed, July 21, 1944; 11:00 a. m.]

TITLE 50—WILDLIFE

Chapter I—Fish and Wildlife Service

Subchapter C—National Wildlife Refuges: Individual Regulations

PART 22—MOUNTAIN REGION NATIONAL WILDLIFE REFUGES

FISHING IN MEDICINE LAKE NATIONAL WILDLIFE REFUGE, MONT.

Under authority of section 10 of the Migratory Bird Conservation Act of February 18, 1929 (45 Stat. 1222; 16 U.S.C. 715i), as amended, and in extension of § 12.3 of the Regulations for the Administration of National Wildlife Refuges under the Jurisdiction of the Fish and Wildlife Service, dated December 19, 1940, as amended, the following is hereby ordered:

§ 22.631 *Medicine Lake National Wildlife Refuge, Montana; fishing.* Fishing is permitted in the waters hereinafter specified of the Medicine Lake National Wildlife Refuge, Montana, when and as permitted by the laws and regulations of the State of Montana, in accordance with the provisions of the Regulations for the Administration of National Wildlife Refuges under the Jurisdiction of the Fish and Wildlife Service, dated December 19, 1940,[1] as amended, and subject to the following conditions, restrictions, and requirements:

(a) *Waters open to fishing.* The waters of the refuge in sections 5 and 6, SW¼ section 4, and NW¼ section 9, all west of Young Island and south of Bryces Island and the unnamed islands west thereof T. 31 N., R. 56 E., as indicated by suitable posting, Montana Principal Meridian, shall be open to fishing.

(b) *State fishing laws.* Any person who fishes within the refuge must comply with the applicable fishing laws and regulations of the State of Montana.

(c) *Fishing licenses and permits.* Any person who fishes within the refuge shall be in possession of a valid fishing license issued by the Montana State Fish and Game Commission, if such license is required. This license shall serve as a Federal permit for fishing in the specified waters of the refuge and must be carried on the person of the licensee while so fishing. The license must be exhibited upon the request of any representative of the Montana State Fish and Game Commission or of the Fish and Wildlife Service.

(d) *Routes of travel.* Entrance to the fishing area shall be made only from or through the recreational area adjacent to State Highway No. 16 in section 6. Travel over the truck trail south of the waters open to fishing will be permitted as designated by suitable posting by the officer in charge of the refuge.

(e) *Use of boats.* The use of boats will be permitted on the waters of the refuge, open to fishing as designated by the officer in charge.

(f) *Temporary restrictions.* During periods of waterfowl concentrations on the refuge, fishing will not be permitted in such areas of the refuge as, in the judgment of the officer in charge, should be closed to fishing in order to provide adequate protection for such waterfowl concentrations and are suitably posted by such officer.

The order of the Secretary of Agriculture dated August 19, 1936, is hereby revoked.

OSCAR L. CHAPMAN, *Assistant Secretary.*

JULY 14, 1944.

[F. R. Doc. 44-10866; Filed, July 19, 1944; 11:29 a. m.]

[1] 5 F.R. 5284.

Notices

DEPARTMENT OF JUSTICE.

Office of the Attorney General.

[Order 3732, Supp. 5]

ASSISTANT ATTORNEY GENERAL IN CHARGE OF WAR DIVISION

DELEGATION OF AUTHORITY

JULY 17, 1944.

I hereby assign to the Assistant Attorney General in charge of the War Division the functions, powers and duties vested in the Attorney General by section 4 A of Executive Order No. 8389 (5 F.R. 1400) of April 10, 1940, as amended by Executive Order No. 8785 (6 F.R. 2897) of June 14, 1941, which reads as follows:

SECTION 4. A. The Secretary of the Treasury and/or the Attorney General may require, by means of regulations, rulings, instructions, or otherwise, any person to keep a full record of, and to furnish under oath, in the form of reports or otherwise, from time to time and at any time or times, complete information relative to, any transaction referred to in section 5 (b) of the Act of October 6, 1917 (40 Stat. 415), as amended, or relative to any property in which any foreign country or any national thereof has any interest of any nature whatsoever, direct or indirect, including the production of any books of account, contracts, letters, or other papers, in connection therewith, in the custody or control of such person, either before or after such transaction is completed; and the Secretary of the Treasury and/or the Attorney General may, through any agency, investigate any such transaction or act, or any violation of the provisions of this Order.

[SEAL] FRANCIS BIDDLE,
Attorney General.

[F. R. Doc. 44-10861; Filed, July 20, 1944; 2:26 p. m.]

FEDERAL COMMUNICATIONS COMMISSION.

[Docket No. 6636]

COMMERCIAL CABLE CO., ET AL.

ORDER INSTITUTING INVESTIGATION

In the matter of limitation of liability of The Commercial Cable Company, Commercial Pacific Cable Company, Mackay Radio and Telegraph Company, Inc. For mistakes or delays in transmission or delivery of messages.

At a session of the Federal Communications Commission, held at its offices in Washington, D. C., on the 18th day of July 1944;

It appearing that The Commercial Cable Company, Commercial Pacific Cable Company and Mackay Radio and Telegraph Company, Inc., respectively, have on file with the Commission tariff schedules purporting to limit the liability of each such carrier, for mistakes or delays in the transmission or delivery, or for non-delivery or mis-delivery of, any messages received for transmission, in a sum not to exceed $5000 and providing that such carriers will not accept any message valued at more than $5000; said tariff schedules being designated as follows:

The Commercial Cable Company, FCC No. 2, 9th Revised Page 5A.

Commercial Pacific Cable Co., FCC No. 2 5th Revised Page 5AA.

Mackay Radio and Telegraph Company, Inc., FCC No. 2, 5th Revised Page 54A.

It further appearing that the provisions of the above-mentioned tariffs may be unjust or unreasonable, unjustly or unreasonably discriminatory, or may subject particular persons to undue or unreasonable prejudice or disadvantages or may otherwise be unlawful;

It is ordered, That an investigation be and it is hereby instituted by the Commission, upon its own motion without formal pleading, concerning the lawfulness of the above-mentioned provisions of the tariff schedules of The Commercial Cable Company, Commercial Pacific Cable Company, and Mackay Radio and Telegraph Company, Inc.;

It is further ordered, That The Commercial Cable Company, Commercial Pacific Cable Company and Mackay Radio and Telegraph Company, Inc., be, and they are hereby, each made a party respondent to this proceeding:

It is further ordered, That each respondent shall appear and show cause, under oath, why the Commission should not find the provisions in their tariff schedules hereinabove referred to, unjust and unreasonable, unjustly or unreasonably discriminatory, or unduly or unreasonably preferential, advantageous, prejudicial, or disadvantageous, or otherwise violative of the Communications Act of 1934, as amended;

It is further ordered, That this proceeding be, and the same is hereby, assigned for hearing beginning at 10 a. m. on the 7th day of September 1944, at the offices of the Federal Communications Commission in Washington, D. C.

By the Commission.

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 44-10860; Filed, July 21, 1944; 11:00 a. m.]

FEDERAL POWER COMMISSION.

[Docket Nos. G-428 and G-497]

NORTHERN NATURAL GAS CO.

ORDER DISMISSING APPLICATIONS FOR CONTINUANCE

JULY 18, 1944.

Upon consideration of the applications filed July 15, 1944, and July 17, 1944, respectively, by the St. Paul Industrial Union Council, C. I. O., and the General Drivers, Helpers, and Truck Terminal Employees Union, Local 120, A. F. of L., for a continuance of the hearing in the above-entitled matters for a period of 90 days beyond July 26, 1944, the date now fixed; and

It appearing to the Commission that:

(a) The application in Docket No. G-428 was filed on November 16, 1942, and notice thereof was given, including publication in the FEDERAL REGISTER on December 29, 1942, at Volume 7, page 11032;

(b) The application in Docket No. G-497 was filed on September 4, 1943, and notice thereof was given, including publication in the FEDERAL REGISTER on September 14, 1943, at Volume 8, page 12579;

(c) By order dated June 16, 1944, the Commission consolidated the proceedings on the aforesaid applications for purposes of a hearing to be held in St. Paul, Minnesota, commencing July 26, 1944, and notice of such order was given, including publication in the FEDERAL REGISTER on June 22, 1944, at Volume 9, page 6918.

The Commission finds that: No good cause has been shown for granting at this time the applications for continuance;

The Commission orders that: The aforesaid applications for a continuance of the hearing in the above-entitled matters be and the same are hereby dismissed without prejudice to the renewal of such applications at the hearing upon the conclusion of the direct case of Northern Natural Gas Company.

By the Commission.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 44-10869; Filed, July 21, 1944; 9:32 a. m.]

[Project No. 346]

MINNESOTA POWER & LIGHT CO.

ORDER FIXING DATE OF HEARING

JULY 21, 1944.

It appearing to the Commission that:

(a) A hearing has heretofore been held with respect to the determination of the actual legitimate original cost, as of May 31, 1927, of the Blanchard Project No. 346, Minnesota Power & Light Company, Licensee, at which there was reserved for further consideration Electric Bond and Share Company charges and Phoenix Utility Company fees as well as costs of strengthening the piers supporting the Soo Line Bridge, and related items;

(b) A copy of the opinion of the United States Circuit Court of Appeals for the Eighth Circuit dated November 4, 1938, in *The Pike Rapids Power Company* v. *Minneapolis, St. Paul & Sault Ste. Marie Railway Company*, and a copy of judgment and decree entered by the United States District Court, District of Minnesota, Fifth Division, in *The Pike Rapids Power Company* v. *Minneapolis, St. Paul & Sault Ste. Marie Railway Company* pursuant to the mandate of the Circuit Court of Appeals have been made a part of the record in this proceeding and are to be considered as the basis for the disposition of such reserved items by stipulation of counsel;

(c) The remaining reserved matters involved in the determination of the actual legitimate original cost of the initial project, as of May 31, 1927, Blanchard Project No. 346, Minnesota Power & Light Company, Licensee, are now at issue;

The Commission orders that:

The record in this case be reopened and a further public hearing be held commencing at 9:30 a. m., August 5, 1944, in the Hearing Room of the Commission, Hurley-Wright Building, 1800 Pennsylvania Avenue, N. W., Washington, D. C., respecting the matters involved and the issues presented in the determination of the actual legitimate original cost of the initial project, as of May 31, 1927, and the accounting to be prescribed therefor, including the disposition on the books of account of said Licensee of such amounts as may be disallowed as not part of such actual legitimate original cost.

By the Commission.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 44-10890; Filed, July 21, 1944; 11:29 a. m.]

[Project No. 469]

MINNESOTA POWER & LIGHT CO.

ORDER FIXING DATE OF HEARING

JULY 21, 1944.

It appearing to the Commission that:

The matters involved in the determination of the actual legitimate original cost of the initial project, as of July 31, 1924, Winton Project No. 469, Minnesota Power & Light Company, Licensee, are now at issue;

The Commission orders that:

A public hearing be held commencing at 9:45 a. m., August 5, 1944, in the Hearing Room of the Commission, Hurley-Wright Building, 1800 Pennsylvania Avenue, N. W., Washington, D. C., respecting the matters involved and the issues presented in the determination of the actual legitimate original cost of the initial project, as of July 31, 1924, and the accounting to be prescribed therefor, including the disposition on the books of account of said Licensee of such amounts as may be disallowed as not part of such actual legitimate original cost.

By the Commission.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 44-10891; Filed, July 21, 1944; 11:29 a. m.]

[Docket No. G-534]

KANSAS POWER AND LIGHT CO.

NOTICE OF AMENDMENT TO APPLICATION

JULY 20, 1944.

On June 27, 1944, a hearing was held in the above-entitled matter in Kansas City, Missouri, concerning the application of The Kansas Power & Light Company for a certificate of public convenience and necessity to authorize the construction and operation of approximately 38,000 feet of 8-inch pipe line extending in a southwesterly direction from the Cities Service Gas Company's Breitenbach No. 1 and English No. 1 gas wells in Edwards County, Kansas, and connecting with the Applicant's existing 8-inch pipe line at a point in the southeast corner of Sec. 3, T. 26 S., 17 W., in Edwards County, Kansas. No protest to the application was received by the Commission.

The evidence adduced at the hearing showed that the proposed line is to be constructed from pipe obtained from two lines abandoned and removed by the applicant without first having obtained authorization from this Commission for such abandonment under section 7 (b) of the Natural Gas Act. On July 11, 1944, the applicant filed an amendment to conform its application to the evidence presented at the hearing with respect to the abandoned lines and requested authority from the Commission for such abandonment.

Applicant abandoned and removed 25,000 feet of 8-inch pipe from its Burton line, which pipe was formerly used in the transportation of sour gas from the Goering Field in Reno County, Kansas, to the Applicant's Hutchinson power plant. This line could no longer be operated economically because of the depletion of the field. No customers were served from the portion of the line removed.

The applicant also abandoned and removed 10,690 feet of 8-inch line extending from the Galva Field to the McPherson Gasoline Plant, located in McPherson County, Kansas. The line removed was one of three parallel lines between those points, and was no longer required in its former location because of the depletion of the Galva Field. Service to no customer was affected by the removal of this line.

Any person desiring to be heard or to make any protest with respect to the removal and abandonment of the aforesaid pipe lines should, on or before the 5th day of August, 1944, file with the Federal Power Commission a petition or protest in accordance with the Commission's rules of practice and regulations under the Natural Gas Act.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 44-10889; Filed, July 21, 1944; 11:29 a. m.]

INTERSTATE COMMERCE COMMISSION.

[S. O. 70-A, Special Permit 390]

RECONSIGNMENT OF ORANGES AT MINNEAPOLIS, MINN.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Minneapolis, Minnesota, July 18, 1944, by C. H. Robinson and Company of car SFRD 12361, oranges, now on the C. St. P. M. & O. Railroad (C. & N. W.), to Nash Finch Company, Grand Forks, North Dakota (G. N.).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 18th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. D. Doc. 44-10885; Filed, July 21, 1944; 11:14 a. m.]

[S. O. 70-A, Special Permit 391]

RECONSIGNMENT OF POTATOES AT KANSAS CITY, MO.-KANS.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Kansas City, Missouri-Kansas, July 17, 1944, by Cochrane Brokerage Company of cars SFRD 19395 and MDT 16988, potatoes, now on the A. T. & S. F. Railway, to unnamed destinations account lost in Belen yards.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 18th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10886; Filed, July 21, 1944; 11:14 a. m.]

[S. O. 70-A, Special Permit 392]

RECONSIGNMENT OF PEACHES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to

the reconsignment at Chicago, Illinois, July 18, 1944, by La Mantia Brothers Arrigo of car FGE 15630, peaches, now on the Chicago Produce Terminal to Janesville, Wisconsin, via CMStP&P Railway.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 18th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10887; Filed, July 21, 1944; 11:14 a. m.]

[S. O. 200, Special Permit 144]

REICING OF POTATOES AT DENISON, TEX.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice in transit, one time only, at Denison, Texas, as ordered by U. S. Army Quarter Master Corps, cars of potatoes, moving July 17, 1944, from Stillwell Cold Storage Company, Hannibal, Missouri, ART 16155 to Fort Sam Houston, Texas (Wab.-MKT), ART 15095 to Naval Air Station, Flourbluff, Corpus Christi, Texas (Wab.-MKT-SP-TM), ART 20307 to Randolph Field, Texas (Wab.-MKT-T&NO).

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 18th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10888; Filed, July 21, 1944; 11:14 a. m.]

OFFICE OF PRICE ADMINISTRATION.

[MPR 154, Order 6]

ARMAND MONTZ

ADJUSTMENT OF MAXIMUM PRICES

Order No. 6 under Maximum Price Regulation No. 154, as amended. Ice. Adjustment of maximum prices for artificial ice manufactured and sold by Armand Montz, La Place, Louisiana.

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

(a) Armand Montz, La Place, Louisiana, may sell and deliver artificial ice at retail and wholesale, both at the platform and on a delivered basis, to peddlers and to purchasers in La Place, Louisiana and in Pascagoula, Mississippi; and such persons may buy and receive artificial ice from Armand Montz at the appropriate maximum prices set forth below:

PLATFORM PRICES

Peddlers.....$4.50 per ton.
Retail.....$0.40 per 100 lbs.
Quantities above 500 #.....$0.35 per 100 lbs.

DELIVERED PRICES

Sales to persons in La Place, La.
Retail:
45 cents per cwt.
23 cents per 50 lbs.
11 cents per 25 lbs.
6 cents per 12½ lbs.
$1.05 per 300 lb. block lots.
Sales to persons in Pascagoula, Miss., $6.00 per ton.

(b) Any peddler who buys artificial ice from Armand Montz may resell such ice at retail, delivered to his purchasers, at the appropriate maximum price established by this order for retail delivered sales by Armand Montz.

(c) All prayers of the application not granted herein are denied.

(d) The order of the Regional Office of the Office of Price Administration at Dallas, Texas, issued September 27, 1943, denying in part and granting in part price increases requested by applicant in his petition to that Office dated August 10, 1943, is hereby revoked.

(e) This order may be revoked or amended by the Price Administrator at any time.

(f) This order shall become effective July 21, 1944.

Issued this 20th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10867; Filed, July 20, 1944; 5:04 p. m.]

[MPR 188, Order 1899]

LEE BARTLEY & SONS MACHINE CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1899 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of a folding gate manufactured by Lee Bartley & Sons Machine Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, since the effective date of Maximum Price Regulation No. 188, of a folding gate manufactured by Lee Bartley & Sons Machine Co., 2304 Lincoln Avenue, Granite City, Illinois.

(1) (i) For all sales and deliveries by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the article from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock (per unit)	Maximum price to retailers (per unit)
Folding gate		$0.85	$1.00

These prices are net f. o. b. factory.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subparagraph (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries to retailers by persons who sell from the manufacturer's stock, the maximum price is that set forth below, f. o. b. factory:

Article and Model No.:	*Maximum price to retailers*
Folding gate, ———	$1.00 per unit

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 22d day of July 1944.

Issued this 21st day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10906; Filed, July 21, 1944; 11:32 a. m.]

[MPR 188, Order 1900]

HAMMARY MFG. CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1900 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of a folding lawn chair manufactured by Hammary Manufacturing Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, since the effective date of Maximum Price Regulation No. 188, of a folding lawn chair manufactured by Hammary Manufacturing Company, 209 East Harper Avenue, Lenoir, North Carolina.

(1) (i) For all sales and deliveries by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the article from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock (per unit)	Maximum price to retailers (per unit)
Folding lawn chair		$2.00	$2.35

These prices are net f. o. b. factory.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subparagraph (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries to retailers by persons who sell from the manufacturer's stock, the maximum price is that set forth below, f. o. b. factory:

Article and Model No.:	*Maximum price to retailers*
Folding lawn chair, ———	$2.35 per unit

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 22d day of July 1944.

Issued this 21st day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10904; Filed, July 21, 1944; 11:32 a. m.]

[MPR 188, Order 1901]

NATIONAL ALUMINUM MFG. CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1901 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of three new pressure canners and one pan set by the National Aluminum Manufacturing Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Order Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales of three new pressure canners and one pan set, manufactured by the National Aluminum Manufacturing Company, 720 Park Avenue, Peoria, Illinois, and described in its application as Model No. 22, 22X, 22-2 and cooking pan set.

(1) For all sales and deliveries by the manufacturer, since such articles became subject to Maximum Price Regulation No. 188, the maximum prices are those set forth below:

	Model #22 pressure canner with complete pan set and cook book	Model #22X pressure canner with canning basket and cook book	Model #22-2 pressure canner with 2 canning baskets and cook book	Cooking pan set consisting of 2 duplicate pans, collander, pan, cross bars, lifting hooks, trivet with 2 sets of legs
To jobbers	$9.95	$9.20	$11.45	$0.75
To retailers:				
In Eastern Zone	13.27	12.27	15.27	1.00
In Western Zone	13.93	12.93	15.93	1.00

These prices are subject to terms, discounts and allowances no less favorable than those customarily granted by the manufacturer.

(2) For all sales and deliveries by jobbers to all purchasers for resale, on and after the effective date of this order, the maximum prices are those set forth below:

	Model #22 pressure canner with complete pan set and cook book	Model #22X pressure canner with canning basket and cook book	Model #22-2 pressure canner with 2 canning baskets and cook book	Cooking pan set consisting of 2 duplicate pans, collander, pan, cross bars, lifting hooks, trivet with 2 sets of legs
In Eastern Zone	$13.27	$12.27	$15.27	$1.00
In Western Zone	13.93	12.93	15.93	1.00

These prices are f. o. b. seller's city, and are subject to terms, discounts and allowances no less favorable than those customarily granted by the seller.

(3) For all sales and deliveries at retail by any person on and after the effective date of this order, the maximum prices are those set forth below:

	Model #22 pressure canner with complete pan set and cook book	Model #22X pressure canner with canning basket and cook book	Model #22-2 pressure canner with 2 canning baskets and cook book	Cooking pan set consisting of 2 duplicate pans, collander, pan, cross bars, lifting hooks, trivet with 2 sets of legs
In Eastern Zone	$19.90	$18.40	$22.90	$1.50
In Western Zone	20.90	19.40	23.90	1.50

(b) The manufacturer shall attach a tag or label to every pressure canner for which a maximum price is established by this order, which is shipped to a purchaser for resale on and after the effective date of this order. That tag or label must contain the following statement with the blanks properly filled in:

Eastern Zone OPA Ceiling Price..... $.....
Western Zone OPA Ceiling Price..... $.....

This tag may not be removed until after delivery to the consumer.

(c) At the time of or prior to the first invoice to a purchaser for resale on and after the effective date of this order, the manufacturer and every jobber shall notify the purchaser in writing of the maximum prices and conditions established by this order for resales by the purchaser. This notice may be given in any convenient form.

(d) For purposes of this order the Western Zone includes the states of Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming, and the following counties in Texas: El Paso, Hudspeth, Culberson, Jeff Davis, Presidio, Brewster, Terrell, Pecos and Reeves. The rest of

Regulation No. 154, as amended. Ice. Adjustment of maximum prices for arti-

(a) This order establishes maximum prices for sales and deliveries, since the

[F. R. Doc. 44-10905; Filed, July 21, 1944; 11:32 a. m.]

the United States and the District of Columbia are in the Eastern Zone.

(e) Unless the context otherwise requires, the definitions set forth in § 1499.20 of the General Maximum Price Regulation shall apply to the terms used herein.

(f) This order may be revoked or amended by the Price Administrator at any time.

This Order No. 1901 shall become effective on the 22d day of July 1944.

Issued this 21st day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10905; Filed, July 21, 1944; 11:31 a. m.]

Regional and District Office Orders.

[Scranton District Order G-1 Under MPR 426]

Fresh Fruits and Vegetables in Designated Counties in Pennsylvania

Order No. G-1 under section 8 (a) of Maximum Price Regulation No. 426. Fresh fruits and vegetables for table use, sales except at retail.

Amount of freight from basing point to wholesale receiving point allowed for determining maximum prices of certain fresh fruits and vegetables in certain Counties of the Commonwealth of Pennsylvania.

For the reasons stated in an opinion issued simultaneously herewith and pursuant to the authority contained in section 8 (a) (7) of Maximum Price Regulation No. 426, this order is hereby issued.

SECTION 1. *What this order does.* This order establishes the amount of freight from basing point to wholesale receiving point which may be added to the maximum basing point price for the purpose of determining maximum selling prices for certain fresh fruits and vegetables at all wholesale receiving points in the area described in section 2.

SEC. 2. *Where this order applies.* This order applies in the counties of Carbon, Lackawanna, Luzerne, Monroe and Schuylkill in the Commonwealth of Pennsylvania.

SEC. 3. *Determination of the amount of freight allowed in establishing maximum selling price.* The amount of freight from basing point to wholesale receiving point which may be added to the maximum basing point price for the purpose of determining maximum selling prices of the items covered by this regulation at all wholesale receiving points in the area described above and in the markets they serve shall be the amount set forth in the appendices attached hereto.

This amount includes all allowances, if any, for protective and other accessorial services and all taxes on transportation costs.

The amount of freight from basing point to any wholesale receiving point in the area above described is determined by adding the appropriate amount listed in Appendix B to the appropriate amount for the item in Appendix A.

SEC. 4. *Effective date.* This order shall become effective at 12:01 A. M. on July 17, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F. R. 4651; MPR 426, 9 F.R. 16409)

Issued this 12th day of July 1944.

WALTER C. YOUNG,
Acting District Director.

APPENDIX A—FREIGHT FROM BASING POINT TO NEW YORK CITY

Commodity	Standard container and minimum contents	Basing point	Date	Freight allowance
Apricots, California	Brentwood lug, 24 pounds	Sacramento, Calif	All year	$0.67
Apricots, all others	Northwest lug, 13 pounds	Yakima, Wash	do	.39
Carrots, bunched	LA crate, 72 bunches, each bunch 1 pound.	El Centro, Calif	Jan. 16-Mar. 31	1.49
		do	Apr. 1-May 31	1.59
		Salinas, Calif	June 1-Nov. 30	1.68
		do	Dec. 1-Jan. 15	1.58
Cucumbers, except hothouse	Bushel, 48 pounds	Wachula, Fla	Jan. 1-May 31	.74
	do	Ponchatoula, La	June 1-June 30	.79
	Lug box, 28 pounds	Wachula, Fla	Jan. 1-May 31	.42
	Lug box	Ponchatoula, La	June 1-June 30	.44
Cucumbers, hothouse	Per pound	Davenport, Iowa	All year	.02½
Eggplant	1⅑ bushel crate, 45 pounds	Fort Myers, Fla	do	.76
	Bushel, 30 pounds	do	do	.52
Grapefruit, pink California and Arizona.	1⅗ bushels	Los Angeles, Calif	Nov. 16-Apr. 30	1.20
			May 1-Oct. 31	1.27
Grapefruit, pink all other States.	1⅗ bushels	Weslaco, Tex	All year	1.14
Grapefruit, white California and Arizona.	1⅗ bushels	Los Angeles, Calif	Nov. 16-Apr. 30	1.20
			May 1-Oct. 31	1.27
Grapefruit, white all other States, including "Indian River."	1⅗ bushels	Homestead, Fla	All year	.90
Lemons, all States	1⅗ bushels	Los Angeles, Calif	Nov. 1-Apr. 30	1.24
			May 1-Oct. 30	1.38
Green peas	Bushel, 28 pounds	Calipatria, Calif	Sept. 1-Mar. 31	.73
		Santa Barbara, Calif	Apr. 1-Aug. 31	.81
Lettuce, iceberg	LA or Salinas, crate 60 pounds and 48 heads.	Salinas, Calif	All year	1.44
Oranges, California and Arizona.	1⅗ bushels	Los Angeles, Calif	Nov. 16-Apr. 30	1.33
			May 1-Nov. 15	1.40
Oranges, all other, including "Indian River."	1⅗ bushels	Homestead, Fla	All year	.90
Plums:				
(3 x 4) (3 x 4 x 4)	4-basket crate	Sacramento, Calif	do	.69
(4 x 4)	do	do	do	.66
(3 x 4 x 5) (4 x 5)	do	do	do	.60
(5 x 5) (5 x 6) (6 x 6)	do	do	do	.47
Snap beans	Bushel, 28 pounds	Pompano, Fla	do	.50
Spinach	Bushel, 18 pounds	Crystal City, Tex	do	.42
Sweet peppers	1½ bushel crate 37 pounds.	Pompano, Fla	do	.63
	Bushel, 25 pounds	do	do	.42
Tangerines, all States, except California and Arizona.	1⅗ bushel	Homestead, Fla	do	.90

APPENDIX B—FREIGHT TO ALL WHOLESALE RECEIVING POINTS IN AREA

For any wholesale receiving point in the counties of Carbon, Monroe, Lackawanna, Luzerne, and Schuylkill

[Commodity in standard containers as in Appendix A]

Apricots:	
Brentwood lug	$0.22
Northwest lug	.15
Carrots, bunched	.48
Citrus fruits, all standard containers (1⅗ or 1⅗ bushel)	.52
Cucumbers, bushel	.45
Eggplant:	
Bushel, 30 pounds	.31
1½ crate, 45 pounds	.46
Green peas, bushel, 28 pounds	.25
Lettuce, iceberg, LA crate, 60 pounds	.56
Plums:	
(3 x 4) (3 x 4 x 4)	.26
(4 x 4)	.25
(3 x 4 x 5) (4 x 5)	.24
(5 x 5) (5 x 6) (6 x 6)	.21
Snap beans, bushel, 28 pounds	.25
Spinach, bushel, 18 pounds	.16
Sweet peppers:	
Bushel, 25 pounds	.38
1½ bushel, 37 pounds	.45

[F. R. Doc. 44-10779; Filed, July 19, 1944; 3:03 p. m.]

[Boise Order G-1 Under MPR 154, Amdt. 1]

Ice in Idaho Falls, Idaho

Amendment No. 1 to Order No. G-1 under Maximum Price Regulation No. 154. Ice. Establishment of specific maximum prices for dealers in Idaho Falls, Idaho.

Pursuant to the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, Executive Orders 9250 and 9328, § 1393.8 (e), (f) and (g) of Maximum Price Regulation No. 154, as amended, and Region VII Delegation Order No. 38, and for the reasons set forth in the accompanying opinion, this Amendment No. 1 is issued.

1. Section (b) of Order No. G-1 under Maximum Price Regulation 154 is amended to read as follows:

(b) *Specific maximum prices for ice sold by dealers.* On and after the effective date of this Amendment No. 1, the maximum prices for "ice" sold by dealers and delivered at any place in the City of Idaho Falls, Idaho or its environs to which the seller heretofore customarily made free delivery, shall be as follows:

1. *Commercial and industrial users, block or cake ice, delivered.*

	Cents per cwt.
Less than 100 lbs	60
Over 100 lbs	50

Minimum charge for delivery to commercial and industrial users shall be 25¢.

2. *Domestic users, delivered.*

25 lbs.	35 lbs.	40 lbs.	50 lbs.	60 lbs.	70 lbs.	80 lbs.	90 lbs.	100 lbs.
20¢	25¢	30¢	35¢	40¢	45¢	55¢	65¢	70¢

Over 100 lbs. the price shall be 70¢ per cwt.
Minimum charge for delivery to domestic users shall be 20¢.

Effective date. This amendment shall become effective July 10, 1944.

(56 Stat. 23, 765., 57 Stat. 566., Pub. Law 383, 78th Cong., E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 10th day of July 1944.

C. C. ANDERSON,
District Director.

[F. R. Doc. 44-10791; Filed, July 19, 1944; 3:14 p. m.]

[Region VII 2d Rev. Order G-7 Under SR 15, Amdt. 6]

Fluid Milk in Colorado

Second Revised Order No. G-7 under Supplementary Regulation No. 15 of the General Maximum Price Regulation, Amendment No. 6. Adjusted maximum prices for fluid milk sold at wholesale and at retail in certain areas in the State of Colorado.

Pursuant to the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and § 1499.75 (a) (9) (i) (*a*) (*1*) (ii) (a) of Supplementary Regulation No. 15 to the General Maximum Price Regulation, and for the reasons set forth in the accompanying opinion, this Amendment No. 6 is issued.

1. Paragraph (b) is hereby further amended by adding thereto a new area, designated Area 11, and specific maximum prices are established therefor as follows:

AREA 11

Size of glass or paper container	Wholesale delivered	Retail out of store
	Cents	*Cents*
Quart	11	13

2. Paragraph (c) (2) is hereby further amended by inserting immediately after the word "Crowley" in the third line thereof the following: "(except the Town of Ordway, and a distance of three miles beyond the corporate limits thereof at all points)".

3. Paragraph (c), as amended by Amendments No. 2, No. 3, No. 4, and No. 5, is hereby further amended by designating the last subparagraph thereof (12) and by adding a new subparagraph designated (11), to follow immediately after subparagraph (10), and reading as follows:

(11) "Area 11" means all that area contained within the Town of Ordway, and a distance of three miles beyond the corporate limits thereof at all points.

4. This Amendment No. 6 shall become effective on the 6th day of July, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 6th day of July 1944.

RICHARD Y. BATTERTON,
Regional Administrator.

[F. R. Doc. 44-10792; Filed, July 19, 1944; 3:05 p. m.]

[Region VI Order G-5 Under RMPR 122, Amdt. 9]

Solid Fuels in Twin Cities, Minn., Area

Amendment No. 9 to Order No. G-5 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Maximum prices for solid fuels sold in the Twin Cities area.

Pursuant to the authority vested in the Regional Administrator of Region VI by Section 1340.260 of Revised Maximum Price Regulation No. 122, and for reasons stated in the opinion issued simultaneously herewith: *It is ordered,* That Item XII of the price schedule set forth in paragraph (c) of Order No. G-5 be and it is hereby amended to read as follows:

SCHEDULE

1	2	3	4	5	6	7
Description	Domestic Coal		Steam coal		Dealer at yard	
	Delivered	Consumer at yard	Delivered	Consumer at yard	Domestic	Steam
•	•	•	•	•	•	•
XII Packaged Fuel:						
a. Sales up to ¼ ton:						
(1) 10-lb. packages		11 for $1.00				
(2) 15-lb. packages		8 for $1.00				
b. ¼ ton	$5.15	$3.80				
c. ½ ton	8.80	$7.55				
d. 1 ton	16.10	$15.10				

This Amendment No. 9 to Order No. G-5 shall be effective July 7, 1944.

(56 Stat. 23, 765, Pub. Laws 151, 78th Cong., E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681, 57 Stat. 566, Pub. Laws 383, 78th Cong.)

Issued this 7th day of July 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44-10789; Filed, July 19, 1944; 3:08 p. m.]

[Region III Order G-49 Under RMPR 122]

Specified Solid Fuels in Cleveland, Ohio, Area

Order No. G-49 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Maximum prices for specified solid fuels in the Cleveland, Ohio, Area.

For the reasons stated in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122, it is hereby ordered:

(a) *What this order does.* This order establishes maximum prices for sales of specified solid fuels made within the Cleveland, Ohio, area defined to include all of Cuyahoga County, with the exception of the municipalities of Bedford and Berea. These are the highest prices that any dealer may charge when he delivers such fuel at or to a point in such Cleveland, Ohio, area; they are also the highest prices that any buyer in the course of trade or business may pay for them.

(b) *What this order prohibits.* Regardless of any obligation, no person shall:

(1) Sell or, in the course of trade or business, buy solid fuels at prices higher than the maximum prices set by this Order No. G-49; but less than maximum prices may at any time be charged, paid or offered;

(2) Obtain a higher than ceiling price by

(i) Charging a price higher than the scheduled price for a service or making a charge for a service not authorized by this order,

(ii) Using any other device by which a higher than maximum price is obtained, directly or indirectly,

(iii) Using any tying agreement or requiring that the buyer purchase anything in addition to the fuel requested by him, except that a dealer may comply with requirements or standards with respect to deliveries which have been or may be issued by an agency of the United States Government.

(c) *Schedule for sales of coal*—(1) *Price schedule.* This schedule sets forth maximum prices for sales of specified sizes, kinds and quantities of solid fuels. Column I describes the coal for which prices are established; Column II shows maximum prices for credit sales on a "direct delivery" basis; Column III shows maximum prices for sales on a "direct delivery" basis where payment is made on or before the fifteenth day of the month that follows the date of delivery; Column IV shows maximum prices for credit "commercial sales" on a "direct delivery" basis.

RAIL SHIPMENTS

Column I	Column II	Column III	Column IV
I. High volatile bituminous coals from producing district No. 8 (eastern Kentucky, southwestern West Virginia, western Virginia, and northeastern Tennessee) excluding Mine Index Nos. 25, 481 and 456: [1]			
A. Lump—Size Group Nos. 1 and 2 (larger than 3"):			
1. Mine price classification A	$10.15	$9.90	$9.15
2. Mine price classifications D through K	9.80	9.55	8.80
3. Mine Price Classifications L through O	9.55	9.30	8.55
B. Stoker—Size group No. 16 (top size 1¼" and smaller x bottom size ¼" and larger):			
1. Mine Price Classification A	9.90	9.65	8.90
2. Mine Price Classifications B through E	9.65	9.40	8.65
3. Mine Price Classifications F through H	9.20	8.95	8.20
C. To the prices stated in sections A and B above may be added $0.15 per ton provided the coal is mined in sub-district 6 of producing district 8 and provided it is separately weighed and billed. Sub-district 6 includes that portion of District 8 which is in northern Tennessee and the following counties in Kentucky: Bell, Clay, Clinton, Jackson, Laurel, Leslie, Madison, McCreary, Owsley, Pulaski, Rock Castle, Wayne and Whitley.			
II. High volatile bituminous coals from producing District No. 2 (western Pennsylvania): [1]			
A. *Lump and egg*—Size Group Nos. 1 and 2 (lump: larger than 2"; egg: bottom size larger than 2") Mine Price Classifications D through E	8.90	8.65	7.90
B. *Nut, pea and stoker*—Size group No. 5 (top size not exceeding 2") from Mine Index No. 224	8.95	8.70	7.95
III. High volatile bituminous coals from producing District No. 3 (northwestern West Virginia excluding Panhandle): [1]			
A. *Lump and egg*—Size Group No. 1 (lump and double screened coals bottom size larger than 2"):			
1. Mine Price Classification A	9.75	9.50	8.75
2. Mine Price Classification D through G	8.35	8.10	7.35
B. *Lump, egg, stoker*—Size Group No. 2 (lump and double screened coals bottom size 2" and smaller) Mine Price Classifications D through E	8.30	8.05	7.30
IV. High volatile bituminous coals from producing District No. 4 (Ohio):			
A. Lump—Size Group Nos. 1 and 2 (bottom size larger than 2") from the Ohio No. 8 and Middle Freight Origin Districts	8.40	8.15	7.40
B Egg—Size Group No. 3 (double screened bottom size larger than 1¼" but not exceeding 2") from the Ohio No. 8 and Middle Freight Origin Districts	7.95	7.70	6.95
C. Stoker—Size Group No. 5 (all double screened coals top size 2" and smaller) from the Ohio No. 8 Freight Origin District	8.20	7.95	7.20
V. Low volatile bituminous coals from producing District No. 7 (southeastern West Virginia and northwestern Virginia): [1]			
A. Lump—Size Group No. 1 (bottom size larger than screened Run of Mine):			
1. Mine Price Classification A:			
a. Mine Index No. 73	11.50	11.25	10.50
b. All other mines	10.95	10.70	9.95
2. Mine Price Classifications B and C	10.85	10.60	9.85
3. Mine Price Classifications D through F:			
a. Mine Index No. 87	10.65	10.40	9.65
b. All other mines	10.35	10.10	9.35
B. Egg—Size Group No. 2 (top size larger than 3" x bottom size no limit):			
1. Mine Price Classification A:			
a. Mine Index No. 73	11.50	11.25	10.50
b. All other mines	11.10	10.85	10.10
2. Mine Price Classifications B and C	11.00	10.75	10.00
3. Mine Price Classifications D through F:			
a. Mine Index No. 37	10.90	10.65	9.90
b. All other mines	10.65	10.40	9.65
C. Stove or dedusted screenings—Size Group No. 3 (top size larger than 1¼" but not exceeding 3" x bottom size smaller than 3") Mine Price Classification A:			
1. Forked or "screened"	10.95	10.70	9.95
2. Shoveled	10.70	10.45	9.70
D. Nut or dedusted screenings—Size Group No. 4 (top size larger than ¾" but not exceeding 1¼" x bottom size smaller than 1¼") Mine Price Classification A	9.90	9.65	8.90
E. Pea or dedusted screenings—Size Group No. 5 (top size not exceeding ¾" x bottom size smaller than ¾") Mine Price Classification A (excluding Mine Index Nos. 142, 143, 144, 145, 146 and 26)	9.85	9.60	8.85
F. Domestic run of mine—Mine Price Classifications A through D	9.90	9.65	8.90
VI. Low volatile bituminous coals from producing District No. 8 (eastern Kentucky, southwestern West Virginia, western Virginia and northeastern Tennessee): [1]			
A. *Lump*—Size Group No. 1 (bottom size larger than screened run of mine), Mine Price Classifications B and C	10.80	10.05	9.80
B. *Egg*—Size Group No. 3 (top size larger than 3" x bottom size no limit, Mine Price Classifications B and C	10.40	10.15	9.40
VII. Anthracite (Pennsylvania) egg, stove and chestnut sizes	15.35	15.10	14.35
VIII. Coke—egg, stove and nut sizes:			
A. Bee-hive oven coke	13.13	12.88	12.13
B. By-product coke	11.50	11.25	10.50

[1] In accordance with Regional Supplementary Order No. 3, $.10 per ton may be added to the prices of these coals if the coal has been subjected to an oil or calcium chloride treatment by the producer to allay dust or prevent freezing and if such charge is separately stated on the dealer's invoice.

(2) *Discounts.* (i) Discounts on "commercial sales" for payment within a specified period—All prices quoted in Column IV are credit prices and shall be subject to a discount of 2% where payment is made on or before the fifteenth of the month that follows the date of delivery.

(ii) Discounts for "yard sales"—All prices quoted in Column II or Column III shall be subject to a discount of $1.00 per net ton on "yard sales" of one or more tons to a consumer.—All prices quoted in Column II or Column III shall be subject to a discount of $1.85 per net ton on "yard sales" of one or more tons to a dealer purchasing for resale.

(3) *Descriptive terms.* All terms used herein to describe size, volatility and producing district are those that were established and defined by the Bituminous Coal Division and in effect as of midnight, August 23, 1943.

(d) The maximum prices for all sales by dealers of solid fuel not provided for by this Order No. G-49 shall be the maximum prices established by Revised Maximum Price Regulation No. 122.

(e) *Schedule of service charges.* This schedule sets forth maximum prices which a dealer may charge for special services rendered in connection with all sales under paragraph (c). These charges may be made only if the buyer requests such service of the dealer and only when the dealer renders the service. Every service charge shall be separately stated in the dealer's invoice.

Trimming in bin	$0.85 per hour.
Carry from curb	$1.00 per ton.
Wheel-in from curb	$0.75 per ton.
Service charge for deliveries in quantities of one-half ton	$0.65
Forking (limited to low volatile lump and egg coals from Districts 7 and 8, and Size Group No. 1, M. F. C. "A", from District 3)	$1.00 per ton.

(f) *The transportation tax.* The transportation tax imposed by section 620 of the Revenue Act of 1942 may be collected in addition to the maximum prices set by this order, provided the dealer states it separately from the price on his invoice or statement. However, such tax need not be so separately stated on sales to the United States or any agency thereof, the District of Columbia, any state government or any political subdivision thereof.

(g) *Addition of increase in suppliers prices prohibited.* The maximum prices set by this order may not be increased by a dealer to reflect increases in purchase costs or in supplier's maximum prices occurring after the effective date hereon; but increases in the maximum prices set hereby to reflect such increases are within the discretion of the Regional Administrator.

(h) *Petitions for amendment.* Any person seeking an amendment of any provision of this order may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1, except that the petition shall be filed with the Regional Administrator and acted upon by him.

(i) *Applicability of other regulations.* Every dealer subject to this order is governed by the licensing provisions of Supplementary Order No. 72, effective October 1, 1943.

(j) *Right of amendment or revocation.* The Regional Administrator or Price Administrator may amend, revoke, or rescind this order, or any provision thereof, at any time.

(k) *Records.* Every person making a sale of solid fuel for which a maximum price is set by this order shall keep a record thereof showing: the date, the name and address of the buyer, if known, the per net ton price charged and the type and kind of solid fuel sold. The solid fuel shall be identified in the manner in which it is described in the order. The record shall also separately state each service rendered and the charge made for it.

(l) *Posting of maximum prices; sales slips.* (1) Each dealer subject to this order shall post all the maximum prices set by it for all his types of sales. He shall post his prices in his place of business in a manner plainly visible to and understandable by the purchasing public. He shall also keep a copy of this order available for examination by any person inquiring as to his prices for solid fuel. No report of the maximum prices established by this order need be made by any dealer under § 1340.262 (c) of Regulation No. 122.

(2) Every dealer selling solid fuel for sales of which a maximum price is set by this order shall, within thirty days after the delivery of the fuel, give to the buyer a statement showing: the date of the sale, the name and address of the dealer and of the buyer, the kind, size and quantity of the solid fuel sold, the price charged and separately stating any item which is required to be separately stated by this order.

(m) *Enforcement.* (1) Persons violating any provision of this order are subject to civil and criminal penalties, including suits for treble damages, provided for by the Emergency Price Control Act of 1942, as amended.

(2) Persons who have any evidence of any violation of this order are urged to communicate with the Cleveland District Office of the Office of Price Administration.

(n) *Definitions and explanations.* (1) "Person" includes an individual, corporation, partnership, association, any other organized group of persons, legal successor or representative of any of the foregoing, and includes the United States, any agency thereof, any other government, or any of its political subdivisions, and any agency of any of the foregoing.

(2) "Sell" includes sell, supply, dispose, barter, exchange, lease, transfer and deliver and contracts and offers to do any of the foregoing. The terms "sale", "selling", "sold", "seller", "buy", "purchase", and "puchaser" shall be construed accordingly.

(3) "Dealer" means any person selling solid fuel except producers or distributors making sales at or from a mine, a preparation plant operated as an adjunct of any mine, a coke oven, or a briquette plant.

(4) "Direct delivery" means dumping, shoveling or chuting the fuel from the seller's truck directly into the buyer's bin or storage space; but, if this is physically impossible, the term means discharging the fuel directly from the seller's truck at a point where this can be done and at the point nearest and most accessible to the buyer's bin or storage space.

(5) "Yard sales" shall mean sales and deliveries made by the dealer in his customary manner at his yard.

(6) "Commercial sales" shall mean sales and deliveries made by the dealer to commercial or industrial consumers, and sales made by the dealer for delivery to a single location for the heating of four or more units from a central heating plant where the annual requirements amount to 75 or more tons and purchases are made from the same dealer.

(7) "Screened" means passing coal over screen of appropriate size at the dealer's yard.

(8) Except as otherwise provided herein or as the context may otherwise require, the definitions set forth in §§ 1340.255 and 1340.266 of Revised Maximum Price Regulation No. 122, as amended, shall apply to terms used herein, and in full force and effect.

(o) *Applicability of this order.* To the extent applicable, the provisions of this order supersede Revised Maximum Price Regulation No. 122.

NOTE: The reporting and record keeping provisions of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

This Order No. G-49 under Revised Maximum Price Regulation No. 122 shall become effective July 24, 1944.

(56 Stat. 23, 765; Pub. Laws 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued: July 10, 1944.

BIRKETT L. WILLIAMS,
Regional Administrator.

[F. R. Doc. 44-10781; Filed, July 19, 1944; 3:11 p. m.]

[Region IV Order G-17 Under RMPR 122, Amdt. 24]

SOLID FUELS IN ASHEVILLE, N. C.

Amendment No. 24 to Order No. G-17 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Appendix XIX, maximum prices for solid fuels in Asheville, North Carolina.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122 and by paragraph (e) of Order No. G-17, *It is hereby ordered*, That paragraph (m) of said Order No. G-17 be amended by adding a new subparagraph thereto, designated (m) (19), to read as set forth below:

(19) *Appendix XIX: Maximum prices for specified solid fuels in Asheville, North Carolina.* The maximum prices for specified solid fuels sold and delivered within the corporate limits of Asheville, North Carolina, and the area lying within fifteen miles of said corporate limits by the most direct highway route shall be as follows:

(i) *"Direct delivery or domestic" basis.*

HIGH VOLATILE BITUMINOUS COAL FROM DISTRICT NO. 8

Size	Per ton 2,000 lbs.	Per ½ ton 1,000 lbs.	Per ¼ ton 500 lbs.
Lump, chunk or block, bottom size larger than 5" (size group No. 1) in Price Classification A	$9.15	$4.83	$2.79
Lump or block, bottom size larger than 3"; Egg, top size larger than 6", bottom size 4" to larger than 3"; and all double screened coals, top size 5" and larger, bottom size larger than 4" (size groups No. 1 and 2) in Price Classifications E through S:			
a. From subdistrict No. 6 (Southern Appalachian)	9.05	4.78	2.76
b. From all subdistricts except subdistrict No. 6 (Southern Appalachian)	8.85	4.67	2.71
Egg, top size 6" to larger than 5", bottom size 3" to larger than 2", and top size larger than 6", bottom size 2" and smaller (size group No. 5) in Price Classifications B through E	8.95	4.73	2.74
a. From Mine Index No. 404, Rex No. 2 Mine of the Frances Rex Coal Company	9.40	4.95	2.85
Egg, top size 6" to larger than 5", bottom size 2" and smaller, and top size 3" and larger, but not exceeding 3", bottom size 2" to larger than 2" (Size Group No. 6):			
a. In Price Classifications B through K from Subdistrict No. 6 (Southern Appalachian)	8.95	4.73	2.74
b. In Price Classifications H from all Subdistricts except Subdistrict No. 6 (Southern Appalachian)	8.35	4.43	2.80
Stoker, top size not exceeding 1¼", bottom size less than 1¼" (Size group No. 10) in Price Classifications A (untreated)	8.65	4.58	2.66
In Price Classification B through E (untreated)	8.30	4.40	2.58
Steam Coal and Modified Stoker Screenings (Size Group No. 18) in Price Classifications C-J untreated	7.60	4.05	2.40
Nut and slack or screenings, 2" x 0 to larger than ¾" x 0 (size groups No. 20 and 21) in Price Classifications A through K untreated	7.00	3.75	2.25

(ii) *Special sales and services*—(a) *Carry or wheel service.* Only if the buyer requests such service, the dealer may charge not more than 50¢ per ton for such service.

(b) *Carry up or down stairs.* Only if the buyer requests such service, the dealer may charge not more than $1.00 per ton for such service.

(c) *Yard sales.* When the buyer picks up coal at the dealer's yard, the dealer must reduce the domestic price $1.00 per ton.

(d) *Sack coal.* The dealer may charge not more than 70¢ per 100 pounds delivered, and 50¢ per 100 pounds at the yard, for top price lump and egg coals, sacks not included. Lower priced lump and egg coals 5¢ per 100 pounds less.

(e) *Quantity discounts.* On sales of 20 tons up to a carload, the dealer must reduce the price 25¢ per ton. On sales of carload lots dealer must reduce the price 50¢ per ton.

Discounts do not apply to nut and slack or steam coal and modified stoker screenings.

(f) *Treated coals.* If the dealer has paid the supplier 10¢ per ton additional

for oil or chloride treatment at the mine, the dealer may add not more than 10¢ per ton on such coal.

(g) *Delivery zone.* For deliveries beyond the corporate limits of Asheville, North Carolina, and the area lying within fifteen miles of said corporate limits, the dealer may make an additional charge of not more than 10¢ per mile per ton for each mile beyond the limits of such city with a minimum charge of 50¢ for each such delivery, said mileage to be determined by the actual highway mileage from the said city limits to the point of delivery by the most direct highway route.

(h) *Sales tax.* The State sales tax of 3% may be added to the prices established by this order.

(i) *Credit.* No additional charge over the prices provided in this appendix may be made for credit.

This Amendment No. 24 to Order No. G–17 shall become effective July 12, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued July 7, 1944.

ALEXANDER HARRIS,
Regional Administrator.

[F. R. Doc. 44–10784; Filed, July 19, 1944; 3:12 p. m.]

[Region IV Order G–17 Under RMPR 122, Amdt. 25]

SOLID FUELS IN GOLDSBORO, N. C.

Amendment No. 25 to Order No. G–17 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Appendix XX, maximum prices for solid fuels in Goldsboro, North Carolina.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122 and by paragraph (e) of Order No. G–17, *It is hereby ordered*, That paragraph (m) of said Order No. G–17 be amended by adding a new subparagraph thereto, designated (m) (20), to read as set forth below:

(20) *Appendix XX: Maximum prices for specified solid fuels in Goldsboro, North Carolina.* The maximum prices for specified solid fuels sold and delivered within the corporate limits of Goldsboro, North Carolina, and the area lying within fifteen miles of said corporate limits by the most direct highway route shall be as follows:

(i) *"Direct delivery or domestic" basis.*

LOW VOLATILE BITUMINOUS COAL FROM DISTRICT NO. 7

Size	Per ton 2,000 lbs.	Per ½ ton 1,000 lbs.	Per ¼ ton 500 lbs.
Egg, top size larger than 3", bottom size no limit in Price Classification A	$11.30	$6.80	$3.60
Stove, or dedusted screenings, top size larger than 1¼" but not exceeding 3", bottom size smaller than ¾" in Price Classification A	10.30	6.20	2.82
Stoker, pea, or dedusted screenings, top size not exceeding ¾", bottom size smaller than ¼" in Price Classification A	9.30	5.70	2.55
Screened or domestic run-of-mine in Price Classification A	8.35	4.55	2.05
Briquettes	11.40	5.80	3.15
Block, lump and egg			
Top price, lump, bottom size larger than 3" but not exceeding 3", egg, top size larger than 3" but not exceeding 6", bottom size larger than 3" but not exceeding 6", in Price Classification A	11.60	5.90	3.17
Middle price, block or lump, bottom size larger than 3", but not exceeding 5"	10.90	5.50	2.95
Egg, top size larger than 6", bottom size larger than 3", but not exceeding 4"; all double screened coals, top size 5" and larger, bottom size larger than 4" in Price Classifications E through O. Egg from Mine Index No. 430 Star Slope Mine of the Dixport Coal Company			
Low price			
Egg, top size larger than 3", but not exceeding 6", bottom size larger than 2" but not exceeding 3"; top size larger than 6", bottom size 2", and smaller in Price Classifications G through K	10.30	5.55	2.95
Egg, top size larger than 3" but not exceeding 6", bottom size 2" and smaller; top size 3" and larger, but not exceeding 5" in Price Classifications G through L—from Mine Index No. 370, Point Lick #4 Mine of the Hatfield-Campbell Creek Coal Company			
Stoker, top size not exceeding 1¼", bottom size less than 1¼", in Price Classifications B through E, and from Mine Index No. 430, the Star Slope Mine of the Dixport Coal Company	9.85	5.05	2.71

Yard slack from District Nos. 7 and 8

Yard slack	$8.25	$4.25	$2.31

(ii) *Special sales and services*—(a) *Carry up or down stairs.* Only if the buyer requests such service, the dealer may charge not more than $1.00 per ton for such service.

(b) *Yard sales.* When the buyer picks up coal at the dealer's yard, the dealer must reduce the domestic price 50¢ per ton.

(c) *Sack coal.* The dealer may charge not more than 60¢ per 100 pounds of coal at the yard, plus 15¢ per sack, if the dealer furnishes the sack.

(d) *Quantity discounts.* On sales in carload lots, the dealer must reduce the price $1.50 per ton.

(e) *Treated coals.* If the dealer has paid the supplier 10¢ per ton additional for oil or chloride treatment at the mine, the dealer may add not more than 10¢ per ton on such coal.

(f) *Delivery zone.* For deliveries beyond the corporate limits of Goldsboro, North Carolina, and the area lying within fifteen miles of said corporate limits, the dealer may make an additional charge of not more than 10¢ per mile per ton for each mile beyond the limits of such city with a minimum charge of 50¢ for each such delivery, said mileage to be determined by the actual highway mileage from the said city limits to the point of delivery by the most direct highway route.

(g) *Sales tax.* The State sales tax of 3% may be added to the prices established by this Order.

(h) *Credit.* No additional charge over the prices provided in this appendix may be made for credit.

This Amendment No. 25 to Order No. G–17 shall become effective July 12, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued July 7, 1944.

ALEXANDER HARRIS,
Regional Administrator.

[F. R. Doc. 44–10785; Filed, July 19, 1944; 3:12 p. m.]

[Region V Order G–4 Under SR 14A]

FLUID MILK IN WILSON, ARK.

Order No. G–4 under § 1499.73a (a) (1) (vii) (d) of Supplementary Regulation No. 14A to the General Maximum Price Regulation. Adjustment of maximum prices for approved fluid milk in the City of Wilson, Arkansas.

For the reasons set forth in the opinion issued simultaneously herewith and under the authority vested in the Regional Administrator, Region V, of the Office of Price Administration by § 1499.73a (a) (1) (vii) (d) of Supplementary Regulation No. 14A and § 1499.75 (a) (9) of Supplementary Regulation No. 15 to the General Maximum Price Regulation: *It is hereby ordered:*

(a) The maximum prices established by § 1499.73a (a) (1) (vii) of Supplementary Regulation No. 14A to the General Maximum Price Regulation for fluid milk in the city of Wilson, Arkansas, are adjusted as follows:

(1) Sellers of milk in determining maximum prices for the sale of approved fluid milk in containers of one gallon or less shall determine such prices as though Wilson, Arkansas, were classified in the Appendix to § 1499.73a (a) (1) (vii) of Supplementary Regulation No. 14A to the General Maximum Price Regulation as being in Area 2a.

(b) This order may be revoked, amended or corrected at any time.

(c) Unless the context otherwise requires, the definitions set forth in § 1499.73a (a) (1) (vii) (b) of Supplementary Regulation No. 14A to the General Maximum Price Regulation shall apply to the terms used herein.

This order shall become effective July 15, 1944.

(56 Stat. 23, 765, 57 Stat. 566, Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871 E.O. 9328, 8 F.R. 4681)

Issued at Dallas, Texas, this the 12th day of July 1944.

MAX MCCULLOUGH,
Regional Administrator.

[F. R. Doc. 44–10883; Filed, July 20, 1944; 12:51 p. m.]

[Region VI Order G–74 Under SR15, MPR 280 and 329]

FLUID MILK IN PAXTON, ILL.

Order No. G–74 under § 1499.75 (a) (9) of Supplementary Regulation No. 15 to the General Maximum Price Regulation under Maximum Price Regulation No. 280 and under Maximum Price Regulation No. 329. Adjustment of fluid milk prices for Paxton, Illinois.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.75 (a) (9) of Supplementary Regulation No. 15 to the General Maximum Price Regulation, by § 1351.807 (a) to the Maximum Price Regulation No. 280 and § 1351.406 (a) of Maximum Price Regulation No. 329, it is ordered:

(a) *Maximum producer prices.* The maximum price which distributors may pay to producers for milk for human consumption in fluid form shall be $2.95 per cwt. for 4% milk, plus not more than 5¢ for each 1/10 of a pound of butterfat in excess of 4% and minus not less than 5¢ for each 1/10 of a pound of butterfat below 4%.

(b) *Applicability of producer prices.* Maximum prices established by paragraph (a) of this order shall apply to all purchases of fluid milk from producers for resale for human consumption in fluid form by distributors whose bottling plants are located within the corporate limits of Paxton, Illinois, or who sell within this community 50% or more of the milk sold by them. The maximum price provided in paragraph (a) of this order shall only apply to purchases from producers from whom distributors covered by this order purchased from August 1, 1943 to December 31, 1943, and are not applicable to purchases from producers who did not in that period sell to distributors located in Paxton, Illinois.

(c) *Maximum distributor prices for sales to civilian purchasers.* The maximum price for the sale and delivery of fluid milk at wholesale and retail in Paxton, Illinois, shall be the maximum price determined under the General Maximum Price Regulation, or Maximum Price Regulation No. 280, or the following prices, whichever shall be the higher:

STANDARD BUTTERFAT CONTENT, FLUID MILK

Container size	Wholesale	Retail
Gallon (in bulk)	$0.34	
Gallon	.34	$0.42
½ gallon	.18	.22
Quart	.10½	.12½
Pint	.05½	.06½
½ pint	.03¼	.04
CHOCOLATE MILK		
Quart	$0.10½	$0.12½
½ pint	.03¼	.05
BUTTERMILK		
Quart	$0.09	$0.11

Where the maximum price set forth is expressed in terms of ½ cent, the price charged for a single unit at retail may be increased to the next even cent. An opportunity must, however, be given to each buyer to purchase two units for which the maximum price will be twice the single unit price. All sales at wholesale and home delivery sales at retail shall be considered multiple unit sales unless separate collections are made for single units when delivered.

(d) *Maximum distributor prices for sales to the Army and Navy.* The maximum price for the sale and delivery of fluid milk to the Army and Navy shall be the price at wholesale computed under paragraph (c) of this order for the particular size and type of container, plus whichever of the following provisions is the higher:

(1) One-half cent per quart or a proportionate amount for a part of a quart.

(2) The actual transportation costs from the seller's plant to the point of delivery at the lowest common carrier rate.

(e) *Applicability of distributor prices.* For the purpose of paragraph (c) of this order, sales and deliveries within the Paxton, Illinois, area shall mean:

(1) All sales made within the city limits of Paxton, Illinois, and all sales at or from an establishment located in Paxton, Illinois.

(2) All sales of fluid milk by any seller at retail at or from an establishment obtaining the major portion of its supply of milk from a seller at wholesale located within Paxton, Illinois.

(f) *Definitions.* (1) Standard butterfat content milk shall mean cow's milk having a butterfat content of not less than 3.2% or the legal minimum established by statute or municipal ordinance and distributed and sold for consumption in fluid form as whole milk.

(2) Sales at wholesale shall include all sales to retail stores, restaurants, schools, hospitals, prisons and other institutions.

(3) Army or Navy means the War Department or the Department of the Navy of the United States, including such Departments' sales stores, commissaries, ships' stores, officers' messes, and stores operated as Army canteens or post exchanges.

(g) *Relation of this order to Office of Price Administration Regulations.* No purchaser shall pay a larger proportion of transportation costs incurred in the delivery or supply of milk from producers than he paid on deliveries during January 1942. Except as modified by this order, the provisions of Maximum Price Regulation No. 280, of Maximum Price Regulation No. 329, and of the General Maximum Price Regulation shall remain in full force and effect and shall not be evaded by any change in business or trade practices in effect during the applicable base period of such regulations.

(h) *Revocability.* This order may be revoked, amended or corrected at any time.

The portion of this order which applies to prices which may be paid to producers has been approved by the Administrator of the War Food Administration.

This order shall be effective July 3, 1944.

(56 Stat. 23,765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.)

Issued this 1st day of July 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44–10856; Filed, July 20, 1944; 12:52 p. m.]

[Region VII Order G–26 Under RMPR 122, Amdt. 7]

SOLID FUELS IN DENVER REGION

Order No. G–26 under Revised Maximum Price Regulation No. 122. Amendment No. 7. Solid fuels sold and delivered by dealers. Maximum prices for solid fuels when sold by dealers within specified trade areas in Region VII.

Pursuant to the Emergency Price Control Act of 1942, as amended, and §§ 1340.259 (a) and 1340.260 of Revised Maximum Price Regulation No. 122, and for the reasons set forth in the accompanying opinion, this Amendment No. 7 to Order No. G–26 is issued.

1. Paragraph (q) of Order No. G–26 under Revised Maximum Price Regulation No. 122 is hereby amended by adding thereto Appendix XXXVI, to read as follows:

APPENDIX XXXVI—LOWER ARKANSAS VALLEY TRADE AREA

(1) *To what sales this Appendix XXXVI applies.* This Appendix XXXVI applies only to sales made by dealers in the Lower Arkansas Valley Trade Area of the State of Colorado, which means all that area contained within and a distance of five miles beyond the corporate boundaries of the municipalities of La Junta, Las Animas, Lamar, Granada, and Holly, respectively.

(2) *La Junta maximum prices.* If you are a dealer and sell in the Lower Arkansas Valley Trade Area, either f. o. b. your yard or delivered by truck direct from the mine or from your yard in the municipality of La Junta, any one or more of the kinds and sizes of coal named in this Appendix XXXVI, your maximum prices therefor are those set forth in Parts 1 and 2 of the following

TABLE OF MAXIMUM PRICES

Kind and letter designation and size	Part 1 Delivered prices		Part 2 Yard prices per ton
	Per ton	Per ½-ton	
Bituminous coal produced in District 17:			
Sub-district 1, Walsenburg:			
(A1) #1—6" lump	$8.65	$4.60	$8.15
(B1) #2—6" lump	6.60	4.55	5.10
(C1) #3—3" lump	5.45	4.50	7.95
(D1) #4—6" x 3" grate	8.25	4.65	7.65
(E1) #5—6" x 2" grate	8.15	4.25	7.65
(F1) #6—3" x 1¼" nut	7.80	3.90	7.30
(G1) #11—1¼" x ¾" pea	6.25	3.45	5.85
(H1) #13—1½" x 0" slack	5.75	3.15	5.25

TABLE OF MAXIMUM PRICES—Continued

Kind and letter designation and size	Part 1 Delivered prices: Per ton	Part 1 Delivered prices: Per ½-ton	Part 2 Yard prices per ton
Bituminous coal produced in District 17—Continued.			
Sub-district 2, Canon #1:			
(A2) #1—8" lump	$8.80	$4.65	$8.30
(B2) #2—6" lump	8.75	4.65	8.25
(C2) #3—3" lump	8.70	4.60	8.20
(D2) #4—8" x 3" grate	8.55	4.55	8.05
(E2) #5—6" x 3" grate	8.30	4.40	7.80
(F2) #9—3" x 1½" nut	7.95	4.25	7.45
(G2) #11—1¼" x ¾" pea	6.55	3.55	6.05
(H2) #13—1½" x 0" slack	5.85	3.20	5.35
Sub-district 3, Canon #2:			
(A3) #1—8" lump	8.15	4.35	7.65
(B3) #2—6" lump	8.05	4.30	7.55
(C3) #3—3" lump	8.05	4.30	7.55
(D3) #4—8" x 3" grate	8.15	4.35	7.65
(E3) #5—6" x 3" grate	7.90	4.20	7.40
(F3) #9—3" x 1½" nut	7.70	4.10	7.20
(G3) #11—1¼" x ¾" pea	6.35	3.45	5.85
(H3) #13—1½" x 0" slack	5.85	3.20	5.35
Sub-district 6, Aguilar:			
(A6) #1—8" lump	8.10	4.30	7.60
(B6) #2—6" lump	8.00	4.25	7.50
(C6) #3—3" lump	7.90	4.20	7.40
(D6) #4—8" x 3" grate	8.00	4.25	7.50
(E6) #5—6" x 3" grate	7.70	4.10	7.25
(F6) #9—3" x 1¼" nut	7.60	4.05	7.10
(G6) #11—1¼" x ¾" pea			
(H6) #13—1½" x 0" slack	5.85	3.20	5.35
Sub-district 7, Trinidad:			
(A7) #1—8" lump	7.75	4.15	7.25
(B7) #2—6" lump	7.65	4.10	7.40
(C7) #3—3" lump	7.65	4.10	7.40
(D7) #4—8" x 3" grate	7.75	4.15	7.25
(E7) #5—6" x 3" grate	7.05	3.80	6.55
(F7) #9—3" x 1¼" nut	7.30	3.90	6.80
(G7) #11—1¼" x ¾" pea			
(H7) #13—1½" x 0" slack	5.80	3.15	5.30
Sub-district 9, New Mexico:			
(A9) #1—8" lump	7.80	3.90	7.30
(B9) #2—6" lump	7.70	4.10	7.20
(C9) #3—3" lump	7.70	4.10	7.20
(D9) #4—8" x 3" grate	7.80	3.90	7.30
(E9) #5—6" x 3" grate	7.70	4.10	7.20
(F9) #9—3" x 1½" nut	7.60	4.05	7.10
(G9) #11—1¼" x ¾" pea	6.15	3.35	5.65
(H9) #13—1½" x 0" slack	5.95	3.25	5.45

(3) *Las Animas maximum prices.* If you are a dealer and sell in the Lower Arkansas Valley Trade Area, either f. o. b. your yard or delivered by truck direct from the mine or from your yard in the municipality of Las Animas, any one or more of the kinds and sizes of coal named in this Appendix XXXVI, your maximum prices therefor are the same as those established for La Junta as above set forth in paragraph (2) of this Appendix XXXVI, plus the actual freight differential between La Junta and Las Animas, which is 10¢ per ton on all sizes except Sizes #11 and #13, as to which the freight differential is 15¢ per ton.

(4) *Lamar maximum prices.* If you are a dealer and sell in the Lower Arkansas Valley Trade Area, either f. o. b. your yard or delivered by truck direct from the mine or from your yard in the municipality of Lamar, any one or more of the kinds and sizes of coal named in this Appendix XXXVI, your maximum prices therefor are the same as those established for La Junta as above set forth in paragraph (2) of this Appendix XXXVI, plus the actual freight differential between La Junta and Lamar, which is 20¢ per ton on all sizes except Sizes #11 and #13, as to which the freight differential is 25¢ per ton.

(5) *Granada maximum prices.* If you are a dealer and sell in the Lower Arkansas Valley Trade Area, either f. o. b. your yard or delivered by truck direct from the mine or from your yard in the municipality of Granada, any one or more of the kinds and sizes of coal named in this Appendix XXXVI, your maximum prices therefor are the same as those established for La Junta as above set forth in paragraph (2) of this Appendix XXXVI, plus the actual freight differential between La Junta and Granada, which is 30¢ per ton on all sizes except Sizes #11 and #13, as to which the freight differential is 35¢ per ton.

(6) *Holly maximum prices.* If you are a dealer and sell in the lower Arkansas Valley Trade Area, either f. o. b. your yard or delivered by truck direct from the mine or from your yard in the municipality of Holly, any one or more of the kinds and sizes of coal named in this Appendix XXXVI, your maximum prices therefor are the same as those established for La Junta as above set forth in paragraph (2) of this Appendix XXXVI, plus the actual freight differential between La Junta and Holly, which is 40¢ per ton on all sizes except Sizes #11 and #13, as to which the freight differential is 45¢ per ton.

(7) *Letter designation.* For record-keeping purposes, the letter designation set forth in the Table of Maximum Prices for La Junta may be used by all dealers in the Lower Arkansas Valley Trade Area to show the kind of solid fuel sold.

(8) *Special service charges.* If, in connection with the sale and delivery of coal made by you at any place in the Lower Arkansas Valley Trade Area, you, at the request of the purchaser, perform any one or more of the special services set forth below, the maximum prices which you may charge for such services are as follows:

	Per ton	Per ½-ton
"Wheel-in"	$0.50	$0.35
"Pull-back or Trimming"	.35	.15
"Carrying up or down stairs"	1.00	.50
Oil or chemical treatment	.25	.15

2. This Amendment No. 7 shall become effective on the 12th day of July 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 12th day of July 1944.

RICHARD Y. BATTERTON,
Regional Administrator.

[F. R. Doc. 44-10856; Filed, July 20, 1944; 12:51 p. m.]

[Region VII Order G-26 Under RMPR 122, Amdt. 8]

SOLID FUELS IN DENVER REGION

Order No. G-26 under Revised Maximum Price Regulation No. 122. Amendment No. 8, solid fuels sold and delivered by dealers. Maximum prices for solid fuels when sold by dealers within specified trade areas in Region VII.

Pursuant to the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and §§ 1340.259 (a) and 1340.260 of Revised Maximum Price Regulation No. 122, and for the reasons set forth in the accompanying opinion, this Amendment No. 8 to Order No. G-26 is issued.

1. Paragraph (q) of Order No. G-26 under Revised Maximum Price Regulation No. 122 is hereby amended by adding thereto Appendix XXXVII, to read as follows:

APPENDIX XXXVII—MONTEZUMA TRADE AREA

(1) *To what sales this Appendix XXXVII applies.* This Appendix XXXVII applies only to sales made in the Montezuma Trade Area of the State of Colorado, which means the communities of Cortez, Dolores, Lewis, Yellow Jacket, Pleasant View, Cahone, and Dove Creek, each of which said communities comprises all that area contained within a radius of five miles from the business center of the town.

(2) *Cortez maximum prices.* If you are a dealer and sell in the community of Cortez in the Montezuma Trade Area and make delivery by truck direct from the mine or from your yard, wherever located, any one or more of the kinds and sizes of coal named in this Appendix XXXVII, your maximum prices therefor are those set forth in the following

TABLE OF MAXIMUM PRICES

Kind and letter designation and size	Delivered prices per ton
Bituminous coal produced in District 17—Subdistricts 19 and 20, Durango-Cortez #1 and #2:	
(A) #3—3" lump	$7.45
(B) #5—1¼" lump	7.45
(C) #9—3" x 1¼" nut	7.45
(D) #11—1¼" x ¾" pea	6.35
(E) #13—1½" x 0" slack	5.80
Bituminous coal produced in District 18—Subdistricts 8 and 10, San Juan and Hogback:	
(A) #3—1¼" and up lump	8.50
(B) #5—1¼" x 1" nut	7.25
(C) #11—1¼" x 0" slack	6.25

(3) *Dolores maximum prices.* If you are a dealer and sell in the Dolores community of the Montezuma Trade Area and make delivery by truck direct from the mine or from your yard, wherever located, any one or more of the kinds and sizes of coal named in this Appendix XXXVII and produced in District 17, your maximum prices therefor are the same as those established for the community of Cortez as above set forth in paragraph (2); and as to coals produced in District 18, your maximum prices therefor are the same as those established for the community of Cortez as set forth in paragraph (2), plus 25¢ per ton, regardless of the kind or size of the coal sold.

(4) *Lewis maximum prices.* If you are a dealer and sell in the Lewis community of the Montezuma Trade Area and make delivery by truck direct from the mine or from your yard, wherever located, any one or more of the kinds and sizes of coal named in this Appendix XXXVII, your maximum prices therefor are the same as those established for the community of Cortez as above set forth in paragraph (2), plus 20¢ per ton, regardless of the kind or size of the coal sold.

(5) *Yellow Jacket maximum prices.* If you are a dealer and sell in the Yellow Jacket community of the Montezuma Trade Area and make delivery by truck direct from the mine or from your yard, wherever located, any one or more of the kind and sizes of coal named in this Appendix XXXVII, your maximum prices therefor are the same as those established for the community of Cortez as above set forth in paragraph (2), plus 25¢ per ton, regardless of the kind or size of the coal sold.

(6) *Pleasant View maximum prices.* If you are a dealer and sell in the Pleasant View community of the Montezuma Trade Area and make delivery by truck direct from the mine or from your yard, wherever located, any one or more of the kinds and sizes of coal named in this Appendix XXXVII, your maximum prices therefor are the same as those established for the community of Cortez as above set forth in paragraph (2), plus 50¢ per ton, regardless of the kind or size of the coal sold.

(7) *Cahone maximum prices.* If you are a dealer and sell in the Cahone community of the Montezuma Trade Area and make delivery by truck direct from the mine or from your yard, wherever located, any one or more of the kinds and sizes of coal named in this Appendix XXXVII, your maximum prices therefor are the same as those established for the community of Cortez as above set forth in paragraph (2), plus 75¢ per ton, regardless of the kind or size of the coal sold.

(8) *Dove Creek maximum prices.* If you are a dealer and sell in the Dove Creek community of the Montezuma Trade Area and make delivery by truck direct from the mine or from your yard, wherever located, any one or more of the kinds and sizes of coal named in this Appendix XXXVII, your maximum prices therefor are the same as those established for the community of Cortez as above set forth in paragraph (2), plus $1.00 per ton, regardless of the kind or size of the coal sold.

(9) *Letter designation.* For record-keeping purposes, the letter designation set forth in the Table of Maximum Prices for Cortez may be used by all dealers in the Montezuma Trade Area to show the kind of solid fuel sold.

(10) *Special service charges.* If, in connection with the sale and delivery of coal made by you at any place in the Montezuma Trade Area, you, at the request of the purchaser, perform any one or more of the special services set forth below, the maximum prices which you may charge for such services are as follows:

	Per ton
"Wheel-in"	$0.50
"Pull-back"	.25
"Carrying up or down stairs"	1.00
Oil or chemical treatment	.25

2. This Amendment No. 8 shall become effective on the 12th day of July 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 12th day of July 1944.

RICHARD Y. BATTERTON,
Regional Administrator.

[F. R. Doc. 44-10857; Filed, July 20, 1944; 12:51 a. m.]

[Region VI Order G-76 Under SR 15 and MPR 280]

FLUID MILK FOR TAYLORVILLE, ILL.

Order No. G-76 under § 1499.75 (a) (9) of Supplementary Regulation No. 15 to the General Maximum Price Regulation and under Maximum Price Regulation No. 280. Adjustment of fluid milk prices for Taylorville, Illinois.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.75 (a) (9) of Supplementary Regulation No. 15 to the General Maximum Price Regulation, and by § 1351.807 (a) to the Maximum Price Regulation No. 280, it is ordered:

(a) *Maximum distributor prices for sales to civilian purchasers.* The maximum price for the sale and delivery of standard content butterfat fluid milk at wholesale and retail in Taylorville, Illinois, shall be the maximum price determined under the General Maximum Price Regulation or Maximum Price Regulation No. 280, or the following prices, whichever shall be the higher:

Container size	Wholesale	Retail
Gallon (in bulk)	$0.43	
Gallon	.43	$0.52
½ gallon	.21½	.26
Quart	.11	.13
Pint	.06	.07
½ pint	.03½	.04

(b) *Maximum distributor prices for sales to the Army and Navy.* The maximum price for the sale and delivery of fluid milk to the Army and Navy shall be the price at wholesale computed under paragraph (a) of this order for the particular size and type of container, plus whichever of the following provisions is the higher:

(1) One-half cent per quart or a proportionate amount for a part of a quart.

(2) The actual transportation costs from the seller's plant to the point of delivery at the lowest common carrier rate.

(c) *Applicability of distributor prices.* For the purpose of paragraph (a) of this order, sales and deliveries within the Taylorville, Illinois, area shall mean:

(1) All sales made within the city limits of Taylorville, Illinois; and all sales at or from an establishment located in Taylorville, Illinois.

(2) All sales of fluid milk by any seller at retail at or from an establishment obtaining the major portion of its supply of milk from a seller at wholesale located within Taylorville, Illinois.

(d) *Definitions.* (1) Standard butterfat content milk shall mean cow's milk having a butterfat content of not less than 3.2% or the legal minimum established by statute or municipal ordinance and distributed and sold for consumption in fluid form as whole milk.

(2) Sales at wholesale shall include all sales to retail stores, restaurants, schools, hospitals, prisons and other institutions.

(3) Army or Navy means the War Department or the Department of the Navy of the United States, including such Departments' sales stores, commissaries, ships' stores, officers' messes, and stores operated as Army canteens or post exchanges.

(e) *Relation of this order to Office of Price Administration regulations.* Except as modified by this order, the provisions of Maximum Price Regulation No. 280 and of the General Maximum Price Regulation shall remain in full force and effect and shall not be evaded by any change in business or trade practices in effect during the applicable base period of such regulations.

(f) *Revocability.* This order may be revoked, amended or corrected at any time.

This order shall be effective July 3, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 30th day of June 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44-10854; Filed, July 20, 1944; 12:51 p. m.]

LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register on July 19, 1944.

REGION II

Altoona Order 12, Amendment 1, covering community food prices in certain areas in the Altoona District, filed 3:44 p. m.

REGION III

Grand Rapids Rev. Order 5, covering dry groceries and perishables in the Grand Rapids, Mich. District, filed 3:46 p. m.

Lexington Order 12, Amendment 11, covering certain food items in designated counties of Kentucky, filed 3:44 p. m.

Saginaw Order 2-F, Amendment 26, covering fresh fruits and vegetables in designated counties in Michigan, filed 3:44 p. m.

Saginaw Order 2-F, Amendment 27, covering fresh fruits and vegetables in designated counties in Michigan, filed 3:44 p. m.

Saginaw Order 20, Amendment 2, covering community food prices in the Saginaw District, filed 3:45 p. m.

REGION V

Houston Order G-14, Amendment 1, covering poultry in certain areas in Texas, filed 3:37 p. m.

Houston Order G-15, Amendment 1, covering poultry in certain areas in Texas, filed 3:37 p. m.

Wichita Order G-19, Amendment 2, covering dry groceries and perishables in the Wichita, Kansas District, filed 3:43 p. m.

Wichita Order G-20, Amendment 1, covering dry groceries and perishables in the Wichita, Kansas District, filed 3:43 p. m.

Wichita Order G-21, Amendment 1, covering dry groceries and perishables in the Wichita, Kansas District, filed 3:42 p. m.

REGION VII

New Mexico Order 1-W, Amendment 3, covering community food prices in Albuquerque, filed 3:41 p. m.

New Mexico Order 12, Amendment 6, covering community food prices in certain areas in New Mexico, filed 3:42 p. m.

New Mexico Order 14, Amendment 6, covering community food prices in certain areas in New Mexico, filed 3:41 p. m.

New Mexico Order 16, Amendment 6, covering community food prices in Albuquerque, filed 3:40 p. m.

REGION VIII

Nevada Revised Order 2-W, covering dry groceries and perishables in Las Vegas, Nevada, filed 3:36 p. m.

San Francisco Order 1-F, Amendment 23, covering fresh fruits and vegetables in named areas in California, filed 3:38 p. m.

San Francisco Order 2-F, Amendment 16, covering fresh fruits and vegetables in San Jose, Santa Clara, Mayfair, & Burbank, filed 3:39 p. m.

San Francisco Order 3-F, Amendment 15, covering fresh fruits and vegetables in certain areas in the San Francisco District, filed 3:39 p. m.

San Francisco Order 4-F, Amendment 14, covering fresh fruits and vegetables in certain areas in the San Francisco District, filed 3:39 p. m.

San Francisco Order 5-F, Amendment 13, covering fresh fruits and vegetables in certain areas in the San Francisco District, filed 3:40 p. m.

San Francisco Order 6-F, Amendment 9, covering fresh fruits and vegetables in certain areas in the San Francisco District, filed 3:40 p. m.

San Francisco Order G-14, Amendment 1, covering poultry items in the San Francisco District, filed 3:38 p. m.

Copies of any of these orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 44-10866; Filed, July 20, 1944; 5:04 p. m.]

353005

SECURITIES AND EXCHANGE COMMISSION.

[File No. 70-917]

NEW ORLEANS PUBLIC SERVICE INC., AND ELECTRIC POWER & LIGHT CORP.

ORDER GRANTING APPLICATION AND PERMITTING DECLARATION TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 18th day of July, A. D., 1944.

Electric Power & Light Corporation, a registered holding company, and its subsidiary New Orleans Public Service Inc., a public utility company, having filed a joint application and declaration with amendments thereto, pursuant to sections 6 (b), 12 (c) and 12 (d) of the Public Utility Holding Company Act of 1935, with respect to the exemption from the provisions of sections 6 (a) and 7 of said act of the issue and sale, in accordance with Rule U-50 promulgated under said Act, by New Orleans Public Service Inc. of $34,500,000 principal amount of First Mortgage Bonds and 77,798 shares of $100 par value Cumulative Preferred Stock; and with respect to the use of the proceeds of the sale of said preferred stock for the redemption of New Orleans Public Service Inc. presently outstanding preferred stock, including 9,806 shares thereof held by Electric Power & Light Corporation; and

New Orleans Public Service Inc. having requested that the ten-day period for inviting bids, as provided by Rule U-50 (b), be shortened to a period of not less than six days; and

A public hearing having been held after appropriate notice and the Commission having considered the record and having made and filed its findings and opinion herein:

It is ordered, That, said application and declaration, as amended, be and the same hereby is granted and permitted to become effective, except, however, as to the prices to be paid for said bonds and preferred stock, the redemption prices thereof, the interest and dividend rates thereon, respectively, the underwriters' spreads and their allocation, and all legal fees to be paid in connection with the proposed transactions, as to which matters jurisdiction be and the same hereby is reserved.

It is further ordered, That the ten-day period for inviting bids, as provided by Rule U-50 (b), be and the same hereby is shortened to a period of not less than six days.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-10870; Filed, July 21, 1944; 9:32 a. m.]

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PART II

FEDERAL REGISTER

VOLUME 9 NUMBER 146

Washington, Saturday, July 22, 1944

Regulations

TITLE 10—ARMY: WAR DEPARTMENT

Chapter VIII—Procurement and Disposal of Equipment and Supplies

WAR DEPARTMENT PROCUREMENT REGULATIONS

The following regulations in Parts 801 to 816 of this chapter comprise the complete War Department Procurement Regulations, 5 September 1942, as amended by changes issued subsequent to that date, including change 36 dated 7 June 1944, and change 37 dated 29 June 1944.

[SEAL] J. A. ULIO, *Major General, The Adjutant General.*

NOTE: In order to conform the Procurement Regulations to the numbering system used in the Code of Federal Regulations, the following changes have been made:

(1) Each procurement regulation has been assigned a part number in Chapter VIII of this title, but the last one or two digits in the part number correspond to the regulation number. Thus Procurement Regulation 1 appears as Part 801, Procurement Regulation 2 appears as Part 802, etc.

(2) Sections in the original regulations have been treated as subparts. Thus Section I of any regulation becomes Subpart A and Section II becomes Subpart B, etc. Paragraphs in the original regulations become sections, with the number to the right of the decimal point corresponding to the original paragraph number, except that paragraphs containing a decimal point appear as "a", "b", "c", etc., within the section.

Part
801 General instructions.
802 General purchase policies.
803 Contracts.
804 Bonds and insurance.
805 Foreign purchases.
806 Interbranch and interdepartmental purchases.
807 Disposition of surplus and unserviceable property.
808 Federal, States and local taxes.
809 Labor.
810 Plant facilities expansions.
811 Miscellaneous purchase instructions.
812 Renegotiation and price adjustment.
813 Forms and contracts.
814 Requisitioning of personal property.
815 Termination of contracts for the convenience of the Government.
816 Priorities.

AUTHORITY: Parts 801 to 816, inclusive, issued under sec. 5a, National Defense Act, as amended, 41 Stat. 764; 54 Stat. 1225; 10 U.S.C. 1193-1195, and the First War Powers Act 1941, 55 Stat. 838; 50 U.S.C. 601-622.

[Procurement Reg. 1]

PART 801—GENERAL INSTRUCTIONS

SUBPART A—INTRODUCTION

Sec.
801.101 Publication of procurement regulations.
801.102 Rescission of Army Regulations.
801.103 Rescission of Procurement Circulars.
801.103a Rescission of "T" series of procurement regulations.
801.104 Rescission of other instructions and directives.

SUBPART B—DISTRIBUTION OF PROCUREMENT REGULATIONS

801.106 Distribution of procurement regulations.

SUBPART C—APPLICABILITY OF REGULATIONS

801.107 Authority with respect to procurement.
801.108 Applicability of these procurement regulations.

SUBPART D—MISCELLANEOUS PROHIBITIONS

801.109 Prohibition against voluntary service.
801.110 Prohibition against use of troop labor.
801.111 Conflicts between outside interests or officers or civilian employees and their official duties.

SUBPART E—PROPOSALS FOR LEGISLATIVE ACTION AND FOR EXECUTIVE ORDERS AFFECTING PROCUREMENT

801.113 General.
801.114 Legislation includes Executive orders.
801.115 Legislative Division, Office of the Under Secretary of War.
801.116 Proposals for legislative action affecting procurement.
801.117 Action of Legislative Division.
801.118 Congressional hearings.
801.119 Reports on legislative proposals.

SUBPART A—INTRODUCTION

§ 801.101 *Publication of procurement regulation.* During the past few years it has been the practice of the War Department to publish procurement regulations in several different publications, viz: Army Regulations, War Department Procurement Circulars, etc. It has also been the practice to include in such regulations precise details of how purchases were to be effected. For reasons too obvious to mention, neither practice can be justifiably continued in view of the present war emergency. Accordingly, a new numbered series of procurement regulations has been prepared to replace all other procurement regulations outstanding as of this date. As changes in or additions to this new series of regulations become necessary, the same will be effected by the publication of corrected or supplemental sheets to the appropriate regulation.

§ 801.102 *Rescission of Army Regulations.* The following Army Regulations have been rescinded:

AR 5-5
AR 5-50
AR 5-100
AR 5-140
AR 5-160
AR 5-200
AR 5-220
AR 5-240
AR 5-260
AR 5-300
AR 5-320
AR 5-340
AR 5-360

§ 801.103 *Rescission of Procurement Circulars.* Effective July 1, 1942, all War Department Procurement Circulars which have not been rescinded heretofore are hereby rescinded.

§ 801.103a *Rescission of "T" Series of procurement regulations.* The temporary series of procurement regulations with numbers followed by "T", heretofore issued, is hereby rescinded.

§ 801.104 *Rescission of other instructions and directives.* All prior instructions and directives which are inconsistent with instructions contained in

and …	Per ton	Per ½-ton	Per ton
Bituminous coal produced in District 17—Continued.			
Sub-district 2, Canon #1:			
(A2) #1—8" lump	$8.80	$4.65	$8.30
(B2) #2—6" lump	8.75	4.65	8.25
(C2) #3—3" lump	8.70	4.60	8.20
(D2) #4—8" x 3" grate	8.55	4.55	8.05
(E2) #5—6" x 3" grate	8.30	4.40	7.80
(F2) #9—3" x 1½" nut	7.95	4.25	7.45
(G2) #11—1½" x ¾" pea	6.55	3.55	6.05
(H2) #13—1½" x 0" slack	5.85	3.20	5.35
Sub-district 3, Canon #2:			
(A3) #1—8" lump	8.15	4.35	7.65
(B3) #2—6" lump	8.05	4.30	7.55
(C3) #3—3" lump	8.00	4.30	7.55
(D3) #4—8" x 3" grate	8.15	4.35	7.65
(E3) #5—6" x 3" grate	7.90	4.20	7.40
(F3) #9—3" x 1½" nut	7.70	4.10	7.20
(G3) #11—1½" x ¾" pea	6.25	3.45	5.85
(H3) #13—1½" x 0" slack	5.85	3.20	5.35
Sub-district 6, Amuthar:			
(A6) #1—8" lump	8.10	4.30	7.60
(B6) #2—6" lump	8.00	4.25	7.50
(C6) #3—3" lump	7.90	4.20	7.40
(D6) #4—8" x 3" grate	8.00	4.25	7.50
(E6) #5—6" x 3" grate	7.70	4.10	7.25
(F6) #9—3" x 1½" nut	7.60	4.05	7.10
(G6) #11—1½" x ¾" pea			
(H6) #13—1½" x 0" slack	5.85	3.20	5.35
Sub-district 7, Trinidad:			
(A7) #1—8" lump	7.75	4.15	7.25
(B7) #2—6" lump	7.65	4.10	7.40
(C7) #3—3" lump	7.65	4.10	7.40
(D7) #4—8" x 3" grate	7.75	4.15	7.25
(E7) #5—6" x 3" grate	7.05	3.80	6.55
(F7) #9—3" x 1½" nut	7.30	3.90	6.80
(G7) #11—1¼" x ¾" pea			
(H7) #13—1½" x 0" slack	5.80	3.15	5.30
Sub-district 9, New Mexico:			
(A9) #1—8" lump	7.80	3.90	7.30
(B9) #2—6" lump	7.70	4.10	7.20
(C9) #3—3" lump	7.70	4.10	7.20
(D9) #4—8" x 3" grate	7.80	3.90	7.30
(E9) #5—6" x 3" grate	7.70	4.10	7.20
(F9) #9—3" x 1½" nut	7.60	4.05	7.10
(G9) #11—1½" x ¾" pea	6.15	3.35	5.65
(H9) #13—1½" x 0" slack	5.95	3.25	5.45

(3) *Las Animas maximum prices.* If you are a dealer and sell in the Lower Arkansas Valley Trade Area, either f. o. b. your yard or delivered by truck direct from the mine or from your yard in the municipality of Las Animas, any one or more of the kinds and sizes of coal named in this Appendix XXXVI, your maximum prices therefor are the same as those established for La Junta as above set forth in paragraph (2) of this Appendix XXXVI, plus the actual freight differential between La Junta and Las Animas, which is 10¢ per ton on all sizes except Sizes #11 and #13, as to which the freight differential is 15¢ per ton.

(4) *Lamar maximum prices.* If you are a dealer and sell in the Lower Arkansas Valley Trade Area, either f. o. b. your yard or delivered by truck direct from the mine or from your yard in the municipality of Lamar, any one or more of the kinds and sizes of coal named in this Appendix XXXVI, your maximum prices therefor are the same as those established for La Junta as above set forth in paragraph (2) of this Appendix XXXVI, plus the actual freight differential between La Junta and Lamar, which is 20¢ per ton on all sizes except Sizes #11 and #13, as to which the freight differential is 25¢ per ton.

(5) *Granada maximum prices.* If you are a dealer and sell in the Lower Arkansas Valley Trade Area, either f. o. b. your yard or delivered by truck direct from the mine or from your yard in the municipality of Granada, any one or more of the kinds and sizes of coal named in this Appendix XXXVI, your maximum prices therefor are the same as those established for La Junta as above set forth in paragraph (2) of this Appendix XXXVI, plus the actual freight differential between La Junta and Granada, which is delivered by truck direct from the mine or from your yard in the municipality of Holly, any one or more of the kinds and sizes of coal named in this Appendix XXXVI, your maximum prices therefor are the same as those established for La Junta as above set forth in paragraph (2) of this Appendix XXXVI, plus the actual freight differential between La Junta and Holly, which is 40¢ per ton on all sizes except Sizes #11 and #13, as to which the freight differential is 45¢ per ton.

(7) *Letter designation.* For record-keeping purposes, the letter designation set forth in the Table of Maximum Prices for La Junta may be used by all dealers in the Lower Arkansas Valley Trade Area to show the kind of solid fuel sold.

(8) *Special service charges.* If, in connection with the sale and delivery of coal made by you at any place in the Lower Arkansas Valley Trade Area, you, at the request of the purchaser, perform any one or more of the special services set forth below, the maximum prices which you may charge for such services are as follows:

	Per ton	Per ½-ton
"Wheel-in"	$0.50	$0.35
"Pull-back or Trimming"	.25	.15
"Carrying up or down stairs"	1.00	.60
Oil or chemical treatment	.25	.15

2. This Amendment No. 7 shall become effective on the 12th day of July 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 12th day of July 1944.

RICHARD Y. BATTERTON,
Regional Administrator.

[F. R. Doc. 44–10856; Filed, July 20, 1944; 12:51 p. m.]

[Region VII Order G–26 Under RMPR 122, Amdt. 8]

SOLID FUELS IN DENVER REGION

Order No. G–26 under Revised Maximum Price Regulation No. 122. Amendment No. 8, solid fuels sold and delivered by dealers. Maximum prices for solid fuels when sold by dealers within specified trade areas in Region VII.

Pursuant to the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and §§ 1340.259 (a) and 1340.260 of Revised Maximum Price Regulation No. 122, and for the reasons set forth in the accompanying opinion, this Amendment No. 8 to Order No. G–26 is issued.

1. Paragraph (q) of Order No. G–26 under Revised Maximum Price Regulation No. 122 is hereby amended by adding thereto Appendix XXXVII, to read as follows:

APPENDIX XXXVII—MONTEZUMA TRADE AREA

(1) *To what sales this Appendix XXXVII applies.* This Appendix XXXVII applies only to sales made in the Montezuma Trade Area of the State of Colorado, which means the communities of Cortez, Dolores, Lewis, Yellow Jacket, Pleasant View, Cahone, and Dove

In the Montezuma Trade Area … livery by truck direct from the mine or from your yard, wherever located, any one or more of the kinds and sizes of coal named in this Appendix XXXVII, your maximum prices therefor are those set forth in the following

TABLE OF MAXIMUM PRICES

Kind and letter designation and size	Delivered prices per ton
Bituminous coal produced in District 17—Subdistricts 19 and 20, Durango-Cortez #1 and #2:	
(A) #2—3" lump	$7.45
(B) #5—1½" lump	7.45
(C) #9—3" x 1½" nut	7.45
(D) #11—1½" x ¾" pea	6.35
(E) #13—1½" x 0" slack	5.80
Bituminous coal produced in District 16—Subdistricts 6 and 10, San Juan and Hogback:	
(A) #2—1½" and up lump	8.30
(B) #5—1½" x 1" nut	7.25
(C) #11—1½" x 0" slack	6.25

(3) *Dolores maximum prices.* If you are a dealer and sell in the Dolores community of the Montezuma Trade Area and make delivery by truck direct from the mine or from your yard, wherever located, any one or more of the kinds and sizes of coal named in this Appendix XXXVII and produced in District 17, your maximum prices therefor are the same as those established for the community of Cortez as above set forth in paragraph (2); and as to coals produced in District 18, your maximum prices therefor are the same as those established for the community of Cortez as set forth in paragraph (2), plus 25¢ per ton, regardless of the kind or size of the coal sold.

(4) *Lewis maximum prices.* If you are a dealer and sell in the Lewis community of the Montezuma Trade Area and make delivery by truck direct from the mine or from your yard, wherever located, any one or more of the kinds and sizes of coal named in this Appendix XXXVII, your maximum prices therefor are the same as those established for the community of Cortez as above set forth in paragraph (2), plus 20¢ per ton, regardless of the kind or size of the coal sold.

(5) *Yellow Jacket maximum prices.* If you are a dealer and sell in the Yellow Jacket community of the Montezuma Trade Area and make delivery by truck direct from the mine or from your yard, wherever located, any one or more of the kind and sizes of coal named in this Appendix XXXVII, your maximum prices therefor are the same as those established for the community of Cortez as above set forth in paragraph (2), plus 25¢ per ton, regardless of the kind or size of the coal sold.

(6) *Pleasant View maximum prices.* If you are a dealer and sell in the Pleasant View community of the Montezuma Trade Area and make delivery by truck direct from the mine or from your yard, wherever located, any one or more of the kinds and sizes of coal named in this Appendix XXXVII, your maximum prices therefor are the same as those established for the community of Cortez as above set forth in paragraph (2), plus 50¢ per ton, regardless of the kind or size of the coal sold.

(7) *Cahone maximum prices.* If you are a dealer and sell in the Cahone community of the Montezuma Trade Area and make delivery by truck direct from the mine or from your yard, wherever located, any one or more of the kinds and sizes of coal named in this Appendix XXXVII, your maximum prices

make delivery by truck direct from the mine or from your yard, wherever located, any one or more of the kinds and sizes of coal named in this Appendix XXXVII, your maximum prices therefor are the same as those established for the community of Cortez as above set forth in paragraph (2), plus $1.00 per ton, regardless of the kind or size of the coal sold.

(9) *Letter designation.* For record-keeping purposes, the letter designation set forth in the Table of Maximum Prices for Cortez may be used by all dealers in the Montezuma Trade Area to show the kind of solid fuel sold.

(10) *Special service charges.* If, in connection with the sale and delivery of coal made by you at any place in the Montezuma Trade Area, you, at the request of the purchaser, perform any one or more of the special services set forth below, the maximum prices which you may charge for such services are as follows:

	Per ton
"Wheel-in"	$0.50
"Pull-back"	.25
"Carrying up or down stairs"	1.00
Oil or chemical treatment	.25

2. This Amendment No. 8 shall become effective on the 12th day of July 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 12th day of July 1944.

RICHARD Y. BATTERTON,
Regional Administrator.

[F. R. Doc. 44–10857; Filed, July 20, 1944; 12:51 a. m.]

[Region VI Order G–76 Under SR 15 and MPR 280]

FLUID MILK FOR TAYLORVILLE, ILL.

Order No. G–76 under § 1499.75 (a) (9) of Supplementary Regulation No. 15 to the General Maximum Price Regulation and under Maximum Price Regulation No. 280. Adjustment of fluid milk prices for Taylorville, Illinois.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.75 (a) (9) of Supplementary Regulation No. 15 to the General Maximum Price Regulation, and by § 1351.807 (a) to the Maximum Price Regulation No. 280, it is ordered:

(a) *Maximum distributor prices for sales to civilian purchasers.* The maximum price for the sale and delivery of standard content butterfat fluid milk at wholesale and retail in Taylorville, Illinois, shall be the maximum price determined under the General Maximum Price Regulation, or Maximum Price Regulation No. 280, or the following prices, whichever shall be the higher:

Container size	Wholesale	Retail
Gallon (in bulk)	$0.43	
Gallon	.43	$0.52
½ gallon	.21½	.26
Quart	.11	.13
Pint	.06	.07
½ pint	.03½	.04

particular size and type of container, plus whichever of the following provisions is the higher:

(1) One-half cent per quart or a proportionate amount for a part of a quart.

(2) The actual transportation costs from the seller's plant to the point of delivery at the lowest common carrier rate.

(c) *Applicability of distributor prices.* For the purpose of paragraph (a) of this order, sales and deliveries within the Taylorville, Illinois, area shall mean:

(1) All sales made within the city limits of Taylorville, Illinois, and all sales at or from an establishment located in Taylorville, Illinois.

(2) All sales of fluid milk by any seller at retail at or from an establishment obtaining the major portion of its supply of milk from a seller at wholesale located within Taylorville, Illinois.

(d) *Definitions.* (1) Standard butterfat content milk shall mean cow's milk having a butterfat content of not less than 3.2% or the legal minimum established by statute or municipal ordinance and distributed and sold for consumption in fluid form as whole milk.

(2) Sales at wholesale shall include all sales to retail stores, restaurants, schools, hospitals, prisons and other institutions.

(3) Army or Navy means the War Department or the Department of the Navy of the United States, including such Departments' sales stores, commissaries, ships' stores, officers' messes, and stores operated as Army canteens or post exchanges.

(e) *Relation of this order to Office of Price Administration regulations.* Except as modified by this order, the provisions of Maximum Price Regulation No. 280 and of the General Maximum Price Regulation shall remain in full force and effect and shall not be evaded by any change in business or trade practices in effect during the applicable base period of such regulations.

(f) *Revocability.* This order may be revoked, amended or corrected at any time.

This order shall be effective July 3, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 30th day of June 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44–10854; Filed, July 20, 1944; 12:51 p. m.]

LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register on July 19, 1944.

REGION II

Altoona Order 12, Amendment 1, covering community food prices in certain areas in the Altoona District, filed 3:44 p. m.

ties of Kentucky, filed 3:44 p. m.

Saginaw Order 2–F, Amendment 26, covering fresh fruits and vegetables in designated counties in Michigan, filed 3:44 p. m.

Saginaw Order 2–F, Amendment 27, covering fresh fruits and vegetables in designated counties in Michigan, filed 3:44 p. m.

Saginaw Order 20, Amendment 2, covering community food prices in the Saginaw District, filed 3:45 p. m.

REGION V

Houston Order G–14, Amendment 1, covering poultry in certain areas in Texas, filed 3:37 p. m.

Houston Order G–15, Amendment 1, covering poultry in certain areas in Texas, filed 3:37 p. m.

Wichita Order G–19, Amendment 2, covering dry groceries and perishables in the Wichita, Kansas District, filed 3:43 p. m.

Wichita Order G–20, Amendment 1, covering dry groceries and perishables in the Wichita, Kansas District, filed 3:43 p. m.

Wichita Order G–21, Amendment 1, covering dry groceries and perishables in the Wichita, Kansas District, filed 3:42 p. m.

REGION VII

New Mexico Order 1–W, Amendment 3, covering community food prices in Albuquerque, filed 3:41 p. m.

New Mexico Order 12, Amendment 6, covering community food prices in certain areas in New Mexico, filed 3:42 p. m.

New Mexico Order 14, Amendment 6, covering community food prices in certain areas in New Mexico, filed 3:41 p. m.

New Mexico Order 16, Amendment 6, covering community food prices in Albuquerque, filed 3:40 p. m.

REGION VIII

Nevada Revised Order 2–W, covering dry groceries and perishables in Las Vegas, Nevada, filed 3:36 p. m.

San Francisco Order 1–F, Amendment 23, covering fresh fruits and vegetables in named areas in California, filed 3:38 p. m.

San Francisco Order 2–F, Amendment 16, covering fresh fruits and vegetables in San Jose, Santa Clara, Mayfair, & Burbank, filed 3:39 p. m.

San Francisco Order 3–F, Amendment 15, covering fresh fruits and vegetables in certain areas in the San Francisco District, filed 3:39 p. m.

San Francisco Order 4–F, Amendment 14, covering fresh fruits and vegetables in certain areas in the San Francisco District, filed 3:39 p. m.

San Francisco Order 5–F, Amendment 13, covering fresh fruits and vegetables in certain areas in the San Francisco District, filed 3:40 p. m.

San Francisco Order 6–F, Amendment 9, covering fresh fruits and vegetables in certain areas in the San Francisco District, filed 3:40 p. m.

San Francisco Order G–14, Amendment 1, covering poultry items in the San Francisco District, filed 3:38 p. m.

Copies of any of these orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 44–10866; Filed, July 20, 1944; 5:04 p. m.]

SECURITIES AND EXCHANGE COM-

said act of the issue and sale, in accord-

It is ordered, That, said application

PART II

SECURITIES AND EXCHANGE COMMISSION.

[File No. 70-917]

NEW ORLEANS PUBLIC SERVICE INC., AND ELECTRIC POWER & LIGHT CORP.

ORDER GRANTING APPLICATION AND PERMITTING DECLARATION TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 18th day of July, A. D., 1944.

Electric Power & Light Corporation, a registered holding company, and its subsidiary New Orleans Public Service Inc., a public utility company, having filed a joint application and declaration with amendments thereto, pursuant to sections 6 (b), 12 (c) and 12 (d) of the Public Utility Holding Company Act of 1935, with respect to the exemption from the provisions of sections 6 (a) and 7 of said act of the issue and sale, in accordance with Rule U-50 promulgated under said Act, by New Orleans Public Service Inc. of $34,500,000 principal amount of First Mortgage Bonds and 77,798 shares of $100 par value Cumulative Preferred Stock; and with respect to the use of the proceeds of the sale of said preferred stock for the redemption of New Orleans Public Service Inc. presently outstanding preferred stock, including 9,806 shares thereof held by Electric Power & Light Corporation; and

New Orleans Public Service Inc. having requested that the ten-day period for inviting bids, as provided by Rule U-50 (b), be shortened to a period of not less than six days; and

A public hearing having been held after appropriate notice and the Commission having considered the record and having made and filed its findings and opinion herein:

It is ordered, That, said application and declaration, as amended, be and the same hereby is granted and permitted to become effective, except, however, as to the prices to be paid for said bonds and preferred stock, the redemption prices thereof, the interest and dividend rates thereon, respectively, the underwriters' spreads and their allocation, and all legal fees to be paid in connection with the proposed transactions, as to which matters jurisdiction be and the same hereby is reserved.

It is further ordered, That the ten-day period for inviting bids, as provided by Rule U-50 (b), be and the same hereby is shortened to a period of not less than six days.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-10870; Filed, July 21, 1944; 9:32 a. m.]

PART II

FEDERAL REGISTER

VOLUME 9 NUMBER 146

Washington, Saturday, July 22, 1944

Regulations

TITLE 10—ARMY: WAR DEPARTMENT

Chapter VIII—Procurement and Disposal of Equipment and Supplies

WAR DEPARTMENT PROCUREMENT REGULATIONS

The following regulations in Parts 801 to 816 of this chapter comprise the complete War Department Procurement Regulations, 5 September 1942, as amended by changes issued subsequent to that date, including change 36 dated 7 June 1944, and change 37 dated 29 June 1944.

[SEAL] J. A. ULIO, *Major General, The Adjutant General.*

NOTE: In order to conform the Procurement Regulations to the numbering system used in the Code of Federal Regulations, the following changes have been made:

(1) Each procurement regulation has been assigned a part number in Chapter VIII of this title, but the last one or two digits in the part number correspond to the regulation number. Thus Procurement Regulation 1 appears as Part 801, Procurement Regulation 2 appears as Part 802, etc.

(2) Sections in the original regulations have been treated as subparts. Thus Section I of any regulation becomes Subpart A and Section II becomes Subpart B, etc. Paragraphs in the original regulations become sections, with the number to the right of the decimal point corresponding to the original paragraph number, except that paragraphs containing a decimal point appear as "a", "b", "c", etc., within the section.

Part
801 General instructions.
802 General purchase policies.
803 Contracts.
804 Bonds and insurance.
805 Foreign purchases.
806 Interbranch and interdepartmental purchases.
807 Disposition of surplus and unserviceable property.
808 Federal, States and local taxes.
809 Labor.
810 Plant facilities expansions.
811 Miscellaneous purchase instructions.
812 Renegotiation and price adjustment.
813 Forms and contracts.
814 Requisitioning of personal property.
815 Termination of contracts for the convenience of the Government.
816 Priorities.

AUTHORITY: Parts 801 to 816, inclusive, issued under sec. 5a, National Defense Act, as amended, 41 Stat. 764; 54 Stat. 1225; 10 U.S.C. 1193–1195, and the First War Powers Act 1941, 55 Stat. 838; 50 U.S.C. 601–622.

[Procurement Reg. 1]

PART 801—GENERAL INSTRUCTIONS

SUBPART A—INTRODUCTION

Sec.
801.101 Publication of procurement regulations.
801.102 Rescission of Army Regulations.
801.103 Rescission of Procurement Circulars.
801.103a Rescission of "T" series of procurement regulations.
801.104 Rescission of other instructions and directives.

SUBPART B—DISTRIBUTION OF PROCUREMENT REGULATIONS

801.106 Distribution of procurement regulations.

SUBPART C—APPLICABILITY OF REGULATIONS

801.107 Authority with respect to procurement.
801.108 Applicability of these procurement regulations.

SUBPART D—MISCELLANEOUS PROHIBITIONS

801.109 Prohibition against voluntary service.
801.110 Prohibition against use of troop labor.
801.111 Conflicts between outside interests or officers or civilian employees and their official duties.

SUBPART E—PROPOSALS FOR LEGISLATIVE ACTION AND FOR EXECUTIVE ORDERS AFFECTING PROCUREMENT

801.113 General.
801.114 Legislation includes Executive orders.
801.115 Legislative Division, Office of the Under Secretary of War.
801.116 Proposals for legislative action affecting procurement.
801.117 Action of Legislative Division.
801.118 Congressional hearings.
801.119 Reports on legislative proposals.

SUBPART A—INTRODUCTION

§ 801.101 *Publication of procurement regulation.* During the past few years it has been the practice of the War Department to publish procurement regulations in several different publications, viz: Army Regulations, War Department Procurement Circulars, etc. It has also been the practice to include in such regulations precise details of how purchases were to be effected. For reasons too obvious to mention, neither practice can be justifiably continued in view of the present war emergency. Accordingly, a new numbered series of procurement regulations has been prepared to replace all other procurement regulations outstanding as of this date. As changes in or additions to this new series of regulations become necessary, the same will be effected by the publication of corrected or supplemental sheets to the appropriate regulation.

§ 801.102 *Rescission of Army Regulations.* The following Army Regulations have been rescinded:

AR 5–5
AR 5–50
AR 5–100
AR 5–140
AR 5–160
AR 5–200
AR 5–220
AR–5–240
AR 5–260
AR 5–300
AR 5–320
AR 5–340
AR 5–360

§ 801.103 *Rescission of Procurement Circulars.* Effective July 1, 1942, all War Department Procurement Circulars which have not been rescinded heretofore are hereby rescinded.

§ 801.103a *Rescission of "T" Series of procurement regulations.* The temporary series of procurement regulations with numbers followed by "T", heretofore issued, is hereby rescinded.

§ 801.104 *Rescission of other instructions and directives.* All prior instructions and directives which are inconsistent with instructions contained in

these procurement regulations, as originally issued under date of July 1, 1942, or as the same shall be amended from time to time, shall be deemed rescinded as of July 1, 1942 or as of the date of any such amendment, as the case may be.

SUBPART B—DISTRIBUTION OF PROCUREMENT REGULATIONS

§ 801.106 *Distribution of procurement regulations.* All communications pertaining to the distribution of procurement regulations including:

(1) Requests for complete sets;

(2) Requests for increase or decrease in the number of copies of revisions to be furnished;

(3) Requests for copies of particular revisions;

(4) Requests for missing pages or tab cards;

(5) Requests for change of address to which revisions are to be forwarded;

should be sent to: Legal Branch, Office, Director of Matériel, Headquarters, Army Service Forces, Room 5C 659 The Pentagon, Washington 25, D. C.

Any request which involves any increase or decrease in the number of copies of revisions to be furnished should specify not only the new number of copies desired but also the number of copies currently being furnished. In addition, any such request and any request for a change of address should specify the mailing address (as appearing on the envelope or package in which revisions are received) to which revisions currently are being forwarded.

Communications (including requests mentioned in this section) pertaining to the distribution of procurement regulations may be by letter or memorandum. Such requests need not be in the form of formal requisitions.

SUBPART C—APPLICABILITY OF REGULATIONS

§ 801.107 *Authority with respect to procurement*—(a) *Basic statute.* Sec. 897 of the Military Laws (Supp. II, 1942) provides as follows:

Secretary of War, Under Secretary of War, and Assistant Secretary of War; duties in connection with procurement. Hereafter the Secretary of War, in addition to other duties imposed upon him by law, shall be charged with the supervision of the procurement of all military supplies and other business of the War Department pertaining thereto and the assurance of adequate provision for the mobilization of matériel and industrial organizations essential to wartime needs, and he may assign to the Under Secretary of War and The Assistant Secretary of War such duties in connection therewith as he may deem proper. • • • Sec. 5a, added to act of June 3, 1916, by sec. 5, act of June 4, 1920 (41 Stat. 761); sec. 2, act of Dec. 16, 1940 (54 Stat. 1224); 10 U.S.C. 1193.

(b) *Delegations from the Secretary of War to the Under Secretary of War.* (1) On April 21, 1941, the Secretary of War issued the following order:

Pursuant to authority contained in the Act of December 16, 1940 (Public No. 891—76th Congress):

a. The duties and responsibilities placed on the Secretary of War by Section 5a of the National Defense Act, as amended, are hereby assigned to the Under Secretary of War.

b. Chiefs of branches of the Army will report directly to the Under Secretary of War regarding all matters of procurement.

c. The Under Secretary of War will continue to perform the duties and discharge the responsibilities placed on the Assistant Secretary of War by Army Regulations No. 5–5, July 16, 1932, Orders E. War Department, November 28, 1933, and all other existing orders or instructions.

d. The office heretofore designated as the Office of The Assistant Secretary of War will hereafter be designated the Office of the Under Secretary of War. All officers and civilian employees now detailed to the Office of the Under Secretary of War or the Office of The Assistant Secretary of War from the branches engaged in procurement, and all other officers and employees now on duty in the Office of the Under Secretary of War or in the Office of The Assistant Secretary of War, shall continue on such detail and duty in the Office of the Under Secretary of War.

e. During the absence or disability of the Under Secretary of War, or in the event of a temporary vacancy in that office, the duties and responsibilities of the Under Secretary of War shall be performed and discharged by The Assistant Secretary of War, and in the case of the absence or disability of both the Under Secretary of War and The Assistant Secretary of War, or in the event of a temporary vacancy in both of said offices, the duties and responsibilities of the Under Secretary of War shall be performed and discharged by the Assistant Secretary of War for Air.

(2) Under date of December 30, 1941, the Secretary of War issued the following memorandum:

MEMORANDUM for the Under Secretary of War.

Subject: Delegation of Authority under Executive Order No. 9001.

The powers delegated to the War Department by Executive Order No. 9001, dated December 27, 1941, to enter into contracts and into amendments or modifications of contracts heretofore or hereafter made, and to make advance, progress, and other payments thereon, without regard to the provisions of law relating to the making, performance, amendment, or modification of contracts are hereby further delegated to the Under Secretary of War. He may, pursuant to Executive Order No. 9001, exercise such powers either personally or through such officer or officers or civilian officials of the War Department as he may direct, and he may confer upon such officers or civilian officials the power to make further delegations of such powers within the War Department.

HENRY L. STIMSON,
Secretary of War.

(3) War Department Circular 59, issued under date of March 2, 1942, provides in part as follows:

1. The President has approved a reorganization of the War Department and the Army, *effective March 9, 1942.* Pending the issuance of detailed instructions and changes in regulation, a summary description of the new organization is furnished for the information and guidance of all concerned.

• • • • • •

e. Supply arms and services and War Department offices and agencies will come under the direct command of the Commanding General, Services of Supply as indicated below:

(1) Those parts of the office of the Under Secretary of War engaged in functions of procurement and industrial mobilization.

• • • • • •

b. The mission of the Army Air Forces is to procure and maintain equipment peculiar to the Army Air Forces, and to provide air force units properly organized, trained, and equipped for combat operations. Procurement and related functions will be executed under the direction of the Under Secretary of War.

• • • • • •

7. Services of Supply. a. The duties and responsibilities placed on the Secretary of War by Section 5a of the National Defense Act, as amended, shall continue to be performed by the Under Secretary of War. The Director of Production shall continue to perform his present services reporting direct to the Under Secretary of War.

b. The Commanding General, Services of Supply, shall, on procurement and related matters, act under the direction of the Under Secretary of War and shall, on military matters, report to the Chief of Staff. The Commanding General, Services of Supply, is charged in general with the functions, responsibilities, and authorities of command authorized by law, Army Regulations, and custom over individuals and units assigned to the Services of Supply.

c. The mission of the Services of Supply is to provide services and supplies to meet military requirements except those peculiar to the Army Air Forces. Procurement and related functions will be executed under the direction of the Under Secretary of War.

d. The Services of Supply consolidates under the jurisdiction of the Commanding General, Services of Supply, the supply arms and services, certain administrative services of the War Department, certain parts of the office of the Under Secretary of War, certain boards and committees, general depots, ports of embarkation and auxiliaries, and corps areas, with such amalgamation, reallocation of duties, and reorganization as is necessary or advisable.

e. The following duties are specifically assigned to the Services of Supply:

(1) The direction and supervision of engineering research, development, procurement, storage, and distribution of supplies and equipment, except those peculiar to the Army Air Forces.

(2) The establishment of purchasing and contractual policies and procedure.

(3) Transportation and traffic control.

(4) Construction for the Army.

(5) The consolidation of programs and requirements of the Army with the programs and requirements received from Defense Aid and the Navy and procured by the Army.

(c) *Responsibilities of the Under Secretary of War fixed by AR 5–5.* Although Army Regulation 5–5 is rescinded, the portion thereof relating to the responsibilities of The Assistant Secretary of War (now the Under Secretary of War) is incorporated by reference in paragraph c. of the above quoted order of the Secretary of War, dated April 21, 1941. The portion of said regulation which is thus continued in force reads as follows:

• • • • • •

b. Definition. Under section 5a, national defense act, as amended, the Assistant Secretary of War, under the direction of the Secretary of War, is charged, among other duties, with the supervision of all administrative and operative functions and installations of the Military Establishment concerned in the acquisition or production of military supplies. The types of matériel desired having been specified by the proper agencies, the responsibilities of the Assistant Secretary of War, under the statute, begin with the necessary preliminary and preparatory measures for the procurement or production of such matériel, and end with its delivery to the proper supply arms and services for issue.

c. Supervision over procurement includes preparation of plans and policies and supervision of activities concerning—

(1) Research and development of substitutes for critical and strategic materials and of materials, methods or processes, and facilities for manufacturing purposes.

(2) The procurement of materials and facilities for manufacturing purposes.

(3) Preparation of United States Army manufacturing specifications and the commercial standardization activities of the supply arms and services. See AR 850–25.

(4) Procurement of all military supplies by purchase, production, or other means, whether obtained for experimental, service test, or issue purposes; inspection, test, acceptance, and storage of supplies incident to procurement; the procurement of real estate and the construction, operation, maintenance, repair, and inspection of all establishments and facilities for the foregoing purposes.

(5) Procurement of supplies for other Government departments or for foreign governments at their request.

(6) The acquisition and use of patent rights by the War Department and the Army.

(7) The transfer or exchange of military supplies in conformity with approved policies.

(8) The renovation of matériel on a production basis at an establishment functioning under the direct control of a chief of a supply arm or service in accordance with approved policies and projects.

(9) The collection of information and compilation of data pertaining to sources of supply.

(10) The assurance of adequate and timely provisions for the mobilization of the matériel and industrial organizations essential to war-time needs, including arrangements in the supply arms and services and arrangements with the agencies outside the War Department.

(11) The Army Industrial College, Washington, D. C.

(12) Instruction in business administration at civilian institutions.

(13) Fiscal matters pertinent to procurement in accordance with instructions contained in paragraph 1b (2) and (4) of orders E, War Department, October 29, 1925.

(14) Legislation relating to procurement.

(15) Civilian personnel engaged on procurement duties.

(16) Any other matters pertaining solely to the business activities of the War Department in the procurement of military supplies. The determining factor in all cases will be whether the aspect of the particular activity concerned in the given case is incident to *procurement.* If it is, the statute places it under the supervision of the Assistant Secretary of War.

d. The Assistant Secretary of War will represent the War Department—

(1) On all interdepartmental boards for the standardization of—

(*a*) Specifications.

(*b*) Procurement procedure.

(2) On the army and Navy Munitions Board.

(3) In dealing with any interdepartmental or superdepartmental agency that may be created in connection with the allocation of matériel or industrial facilities to various uses.

(4) In arranging necessary contacts with other standardization bodies such as the American Engineering Standards Committee and the Division of Simplified Practice, Department of Commerce.

(5) On the Patents and Design Board. Sec. 10 (r), act July 2, 1926 (44 Stat. 788; U.S.C. 10:310 (r); sec. 2041, M. L., 1929).

(6) On the Advisory Air Coordination Committee.

(7) In dealing with any interdepartmental or superdepartmental agency that may be created in connection with aeronautical matters.

e. Chiefs of supply arms and services will report directly to and will correspond directly with the Assistant Secretary of War on all matters covered above.

2. *Delegated duties.* The following duties are delegated to the Assistant Secretary of War and are classified as follows:

a. Military.

(1) (*a*) Matters pertaining to the Militia Bureau and the National Guard.

(*b*) Matters pertaining to the Officers' Reserve Corps and the Organized Reserves.

(*c*) Clemency cases in mitigation or remission of sentence by courts-martial.

(2) Correspondence on the matters in (1) above will follow the usual military channels.

b. Nonmilitary. (1) (*a*) The sale or disposal of surplus supplies, equipment, plants, land, or other facilities.

(*b*) Claims, foreign or domestic, by or against the War Department, including those resulting from the operation of aircraft.

(*c*) The purchase and sale of real estate; the lease of real estate for the use of the War Department; the granting of leases or licenses to individuals, corporations, or organizations for the temporary use of land, buildings, or other property under War Department control; and easements or rights of way across military reservations, in accordance with approved policies.

(*d*) The activities relating to the National Board for the Promotion of Rifle Practice and to civilian marksmanship.

(*e*) Approval of expenditures from funds allotted, and of public vouchers for expenditures by the disbursing clerk of the War Department; approval of the program of expenditures by the National Board for the Promotion of Rifle Practice; routine expenditures from the appropriation "Contingencies of the Army"; and expenditures from "Contingencies, Military Information Division," for extraordinary expenses of military attachés and observers abroad.

(*f*) Matters relating to national military parks and national monuments.

(*g*) Matters relating to national cemeteries in the United States and abroad.

(*h*) Authorization of advertising.

(*i*) Regulations for burial expenses of deceased military personnel [AR 30–1830].

(*j*) The use of patent rights by the War Department and the Army.

(*k*) Bridge permits and extensions of time for completion of bridges.

(*l*) Disposition of engineer property pertaining to rivers and harbors.

(*m*) Permits for laying submarine cable.

(2) Correspondence on the matters in (1) above will be direct between the office of the Assistant Secretary of War and the agency or office concerned unless otherwise directed.

(d) *Orders, directives, regulations, and instructions relating to procurement policy, organization or procedure.* Under date of 16 September 1943, the Under Secretary of War addressed the following memorandum to the Commanding General, Army Air Forces and the Commanding General, Army Service Forces:

MEMORANDUM for: The Commanding General, Army Air Forces; The Commanding General, Army Service Forces.

1. Until otherwise directed, existing orders, directives, regulations and instructions with reference to procurement policy, organization or procedure, which have heretofore been issued by the Under Secretary of War, or by The Commanding General, Army Service Forces (formerly Services of Supply), or by higher authority, are applicable to the Army Air Forces as well as the Army Service Forces, unless otherwise specifically indicated.

2. Uniformity of policies and procedures in procurement and related matters will be accomplished in so far as practicable. To achieve this objective the following procedure is prescribed:

a. Prior to their issuance, important orders, directives, regulations or instructions affecting major policies on procurement or related matters will be presented to the Under Secretary of War for his approval.

b. All other orders, directives, regulations or instructions to carry out approved policies will be processed and issued by the Commanding General, Army Service Forces, without reference to the Under Secretary of War.

c. Orders, directives, regulations and instructions indicated in paragraphs a. and b. above will be issued by the Commanding General, Army Service Forces. They will be applicable to the Army Air Forces unless otherwise specifically indicated. Where so applicable, they shall, prior to their issuance, be cleared in each case with the Commanding General, Army Air Forces, through an Army Air Forces Liaison Officer designated by him. The Director, Purchases Division, Army Service Forces, will be responsible for referring such orders, directives, regulations and instructions to the Army Air Forces Liaison Officer for clearance. If the Army Air Forces disagree with the proposal in so far as it would be applicable to them, the matter will be submitted to the Under Secretary of War for decision.

d. The Commanding General, Army Service Forces, will furnish the Commanding General, Army Air Forces, with such number of copies of said orders, directives, regulations and instructions as the latter desires for redistribution to agencies under his jurisdiction.

3. This memorandum will supersede my communication dated 9 April 1942 to The Commanding General, Matériel Command, Army Air Forces and The Commanding General, Services of Supply, on the same subject. [The superseded memorandum was formerly set forth in this section].

ROBERT P. PATTERSON,
Under Secretary of War.

(e) *Delegations from the Under Secretary of War*—(1) *To the Commanding General, Army Service Forces.* Under date of September 15, 1942, the following memorandum was issued by the Under Secretary of War:

MEMORANDUM for the Commanding General, Services of Supply.

Subject: Delegation of Authority.

1. In confirmation of and supplementing the memorandum of the undersigned to the Commanding General, Services of Supply dated June 29, 1942 on the above subject, authority is hereby delegated to the Commanding General, Services of Supply, to act for the Secretary of War or the Under Secretary of War in clearing, approving, and taking other action in respect to contracts, change orders, supplemental agreements, advance payments, awards, letters of intent, letter contracts, letter purchase orders, leases, amendments of contracts, and other contractual instruments; to make, authorize and approve sales or contracts for the sale of equipment, supplies and material; to prescribe and modify regulations in respect of procurement; and to approve new War Department contract forms and deviations from approved forms of contracts, including all authority heretofore delegated to the undersigned by the Secretary of War pursuant to Public Law 354, 77th Congress and Executive Order 9001.

2. Without any limitation of the powers and authority hereinbefore granted, there is hereby vested in the Commanding General, Services of Supply, pursuant to and subject to the provisions of Title II of the First War Powers Act (Public Law 354, 77th Congress) and Executive Order 9001 the authority to take the following action:

a. He may enter into, amend or modify contracts, may make purchases, may place orders, and may make advance progress and other payments on such contracts, purchases and orders without regard to the provisions of law relating to the making, performance, amendment or modification of contracts.

b. The contracts hereby authorized to be made include agreements of all kinds (whether in the form of letters of intent, purchase orders, or otherwise) for all types and kinds of things and services necessary, appropriate or convenient for the prosecution of war, or for the invention, development, or production of, or research concerning any such things, including but not limited to, aircraft, buildings, vessels, arms, armament, equipment, or supplies of any kind, or any portion thereof, including plans, spare parts and equipment therefor, materials, supplies, facilities, utilities, machinery, machine tools, and any other equipment, without any restriction of any kind, either as to type, character, location or form.

c. Whenever, in the judgment of the Commanding General, Services of Supply (or of an officer or civilian employee of the War Department to whom authority has been delegated to exercise such powers), the prosecution of the war is thereby facilitated, he may amend or modify contracts heretofore or hereafter made for the purpose of (1) obtaining continued operations by contractors engaged in war production, (2) encouraging greater diligence on the part of contractors, (3) protecting contractors from the consequences of unforeseen or unexpected events, (4) adjusting contracts to new conditions and circumstances, including those created by the rules, orders, instructions and determinations of Government departments, or (5) for any other purposes for facilitating the prosecution of the war.

Such amendments and modifications of contracts may be without consideration, other than the determination that the prosecution of the war will thereby be facilitated, and may be utilized to accomplish the same things as any original contract could accomplish, irrespective of the time or circumstances of the making of or the form of the contract amended or modified, or of the amending or modifying contract, and irrespective of rights which may have accrued under the contract or the amendments or modifications thereof. The powers hereby delegated may be exercised by (1) supplemental agreements which modify or amend or settle claims by or against the United States arising under or with respect to any contracts heretofore or hereafter made; (2) agreements with contractors or obligors modifying or releasing accrued obligations of any sort, including accrued liquidated damages or liability under any surety or other bond; or (3) supplemental agreements and change orders suspending or modifying the operation of existing contracts as yet uncompleted, and providing for the payment by the Government of the damages incurred by a contractor by reason of such suspension or modification; *provided* in each instance that full performance by the contractor under such contract, or under a series of contracts between the United States and the same contractor for substantially the same goods, shall not have been completed and final payment made thereunder. The supplemental contracts hereby authorized to be made include agreements of all kinds for all types and kinds of things and services necessary, appropriate or convenient for the prosecution of the war, or for the invention, development, or production of, or research concerning any such things.

d. He may waive bid, payment, performance, or other bonds, and dispense with advertising for bids and competitive bidding.

3. Nothing herein shall affect the existing authority of the Commanding General, Services of Supply, as to matters relating to the Army Air Forces, the extent of which is set forth in the letter of April 9, 1942, from the Under Secretary of War to the Commanding General, Matériel Command, Army Air Forces, and to the Commanding General, Services of Supply, or any authority in respect of Army Air Force contracts and other contractual instruments, delegated to Colonel Albert J. Browning, A. U. S., by memoranda of the undersigned dated June 1, 1942, and September 15, 1942, nor shall anything herein contained be construed to limit or affect the power and authority of any commander in any theatre of operation.

4. The Commanding General, Services of Supply, or any person acting by delegation from him in the exercise of the powers hereby granted, shall have power to ratify and approve any contractual documents entered into or action taken by others, which he himself might have entered into or taken by virtue of the powers hereby granted.

5. The powers, authority and discretion hereby conferred upon the Commanding General, Services of Supply, or any portion or portions thereof, may be redelegated by him to whomsoever he may designate, including without limitation the Director, Purchases Division, Services of Supply, with the power of redelegating such powers, in whole or in part, to any officer or officers or civilian official or officials of the War Department. In any delegation of power or authority hereunder there may be included such terms and conditions, if any, as the person making such delegation may deem appropriate to ensure proper exercise of such power and authority in the interest of the United States and of the prosecution of the war.

ROBERT P. PATTERSON,
Under Secretary of War.

The memorandum of the Under Secretary of War, dated June 29, 1942, referred to in above memorandum reads as follows:

MEMORANDUM for the Commanding General, Services of Supply.

Subject: Delegation of Authority.

1. Authority is hereby delegated to the Commanding General, Services of Supply, to act for the Secretary of War or the Under Secretary of War in clearing, approving, and taking other action in respect to contracts, change orders, supplemental agreements, advance payments, awards, letters of intent, letter contracts, letter purchase orders, leases, amendments of contracts, and other contractual instruments; to approve sales of equipment, supplies and material; and to approve new War Department contract forms and deviations from approved forms of contracts, including all authority heretofore delegated to the undersigned by the Secretary of War pursuant to Public Law 354, 77th Congress and Executive Order No. 9001.

2. The Commanding General, Services of Supply, is authorized further to delegate the above powers or any portion thereof to whomsoever he may designate, with the power of redelegation.

3. The following memoranda are each hereby revoked; viz: (1) Memorandum for Mr. Albert J. Browning, dated March 13, 1942, delegating certain authority to the Chief of the Purchase Branch, Procurement and Distribution Division, Services of Supply, and (2) Memorandum for Colonel Albert J. Browning, A. U. S., dated June 2, 1942, delegating certain authority to him, as Chief of the Purchases Branch, Procurement and Distribution Division, Services of Supply. Nothing herein contained shall be construed as revoking the delegation of authority to Chiefs of Supply Services contained in Procurement Circular No. 91, dated December 29, 1941, and Procurement Circular No. 17, dated February 24, 1942, nor any delegation of authority heretofore made by the Commanding General, Services of Supply, or the Chief, Purchases Branch, Procurement and Distribution Division.

4. Nothing herein shall affect the existing authority of the Commanding General, Services of Supply, as to matters relating to the Army Air Forces, the extent of which is set forth in the letter of April 9, 1942, from the Under Secretary of War to the Commanding General, Matériel Command, Army Air Forces, and to the Commanding General, Services of Supply, or any authority in respect of Army Air Force contracts and other contractual instruments, delegated to Colonel Albert J. Browning, A. U. S., by memorandum of the undersigned, dated June 1, 1942.

ROBERT P. PATTERSON,
Under Secretary of War.

(2) *To the Chief of Staff.* Under date of January 11, 1943, the following memorandum was issued by the Under Secretary of War:

MEMORANDUM for The Chief of Staff:

1. There is hereby delegated to the Chief of Staff full power, in connection with operations subject to his direction and control, to exercise any of the authority and powers pursuant to Executive Order No. 9001 delegated to the undersigned by the Secretary of War by instrument dated December 30, 1941 [see paragraph (b) of this section]. The Chief of Staff may, pursuant to Executive Order No. 9001, exercise such powers either personally or through such officer or officers or civilian officials of the War Department as he may direct and he may confer upon such officers or civilian officials the power to make further delegations of such powers within the War Department.

2. All action heretofore taken by the Chief of Staff or by the direction of the Chief of Staff, that would by this delegation be authorized, is hereby ratified and confirmed. There is hereby expressly conferred upon the Chief of Staff the power and authority to ratify and confirm any action heretofore taken by any person responsible directly or indirectly to the Chief of Staff that would by this delegation of authority be authorized.

Dated this 11th day of January, 1943.

ROBERT P. PATTERSON,
Under Secretary of War.

(f) *Delegations from the Commanding General, Services of Supply, to the Director, Purchases Division.* Under date of September 16, 1942, the following memorandum was issued by the Commanding General, Services of Supply:

MEMORANDUM for Director, Purchases Division.

Subject: Delegation of Authority.

In confirmation of and supplementing the memorandum of the undersigned, dated June 29, 1942, to the Chief, Purchases Branch, Procurement and Distribution Division, Services of Supply (now the Director, Purchases Division, Services of Supply), the authority delegated to the Commanding General, Services of Supply, by memorandum of the Under Secretary of War, dated September 15, 1942 to act for the Secretary of War or the Under Secretary of War in clearing, approving, and taking other action in respect to contracts, change orders, supplemental agreements, advance payments, awards, letters of intent, letter contracts, letter purchase orders, leases, amendments of contracts and other contractual instruments, to make, authorize and approve sales or contracts for the sale of equipment, supplies and material and to approve War Department contract forms and deviations from approved forms, including all authority heretofore delegated to the undersigned pursuant to Public Law 354, 77th Congress, and Executive Order 9001 (including without limitation all authority pursuant to Public Law 354 and Executive Order 9001 delegated to the undersigned by the Under Secretary of War by the memorandum dated September 15, 1942), is hereby delegated to the Director, Purchases Division, Services of Supply. The Director, Purchases Division, is authorized to delegate further the above powers, authority, and discretions or any portion thereof to any officer or officers, or civilian official or officials of the War Department he may designate, with the power of redelegation. In any delegation of power or authority hereunder there may be included such terms and conditions, if any, as the person making such delegation may deem appropriate to ensure proper exercise of such power and authority in the interest of the United States and of the prosecution of the War.

BREHON SOMERVELL,
Lieutenant General, Commanding.

The memorandum of the Commanding General dated June 29, 1942, referred to in the above memorandum reads as follows:

MEMORANDUM for Chief, Purchases Branch, Procurement and Distribution Division.

Subject: Delegation of Authority.

The authority delegated to the Commanding General, Services of Supply, by memorandum of the Under Secretary of War, dated June 29, 1942, to act for the Secretary of War or the Under Secretary of War in clearing, approving, and taking other action in respect to contracts, change orders, supplemental agreements, advance payments, awards, letters of intent, letter purchase orders, leases, amendments of contracts and other contractual instruments, to approve sales of equipment, supplies and material and to approve War Department contract forms and deviations from approved forms, including all authority heretofore delegated to the undersigned pursuant to Public Law 354, 77th Congress, and Executive Order 9001, is hereby delegated to the Chief, Purchases Branch, Procurement and Distribution Division, Services of Supply. The Chief, Purchases Branch, Procurement and Distribution Division, is authorized to delegate further the above powers or any portion thereof to whomsoever he may designate, with the power of redelegation.

BREHON SOMERVELL,
Lieutenant General, Commanding.

(g) *Delegations from the Under Secretary of War to the Special Representative of the Under Secretary of War for the Army Air Forces.* Under date of September 15, 1942, the following memorandum was issued by the Under Secretary of War:

MEMORANDUM for Colonel Albert J. Browning, A. U. S., Special Representative of the Under Secretary of War.

Subject: Delegation of Authority.

1. In confirmation of and supplementing the memorandum of the undersigned to Colonel Albert J. Browning, A. U. S., dated June 1, 1942, on the above subject, authority is hereby delegated to Colonel Browning to act for the Secretary of War or the Under Secretary of War, in clearing, approving, and taking other action in respect to Army Air Force contracts, change orders, supplemental agreements, advance payments, awards, letters of intent, letter contracts, letter purchase orders, leases, amendments of contracts, and other contractual instruments; to make, authorize and approve sales or contracts for the sale of Army Air Force equipment, supplies and material; and to approve new War Department Army Air Force contract forms and deviations from approved forms of contracts, including all authority with respect to Army Air Force contracts and agreements of all kinds heretofore delegated to the undersigned by the Secretary of War pursuant to Public Law 354, 77th Congress, and Executive Order No. 9001. This memorandum, however, shall not affect the existing authority of the Commanding General, Services of Supply, as to matters relating to the Air Forces, the extent of which is set forth in the letter dated April 9, 1942 from the Under Secretary of War to the Commanding General, Matériel Command, Army Air Forces, and to the Commanding General, Services of Supply. Colonel Browning, and any person or persons designated by him as such, acting under the authority herein contained will act as "Special Representative of the Under Secretary of War."

2. Without any limitation of the powers and authority hereinbefore granted, there is hereby vested in Colonel Browning, pursuant to and subject to the provisions of Title II of the First War Powers Act (Public Law 354, 77th Congress) and Executive Order No. 9001 the authority to take the following action:

a. He may enter into, amend or modify contracts, may make purchases, may place orders, and may make advance progress and other payments on such contracts, purchases and orders without regard to the provisions of law relative to the making, performance, amendment, or modification of contracts.

b. The contracts hereby authorized to be made include agreements of all kinds (whether in the form of letters of intent, purchase orders, or otherwise) for all types and kinds of things and services necessary, appropriate or convenient for the prosecution of war, or for the invention, development, or production of, or research concerning any such things, including but not limited to, aircraft, buildings, vessels, arms, armament, equipment, or supplies of any kind, or any portion thereof, including plans, spare parts and equipment therefor, materials, supplies, facilities, utilities machinery, machine tools, and any other equipment, without any restriction of any kind, either as to type, character, location or form.

c. Whenever, in the judgment of Colonel Browning, (or of an officer or civilian employee of the War Department to whom authority has been delegated to exercise such powers), the prosecution of the war is thereby facilitated, he may amend or modify contracts heretofore or hereafter made for the purpose of (a) obtaining continued operations by contractors engaged in war production, (b) encouraging greater diligence on the part of contractors, (c) protecting contractors from the consequences of unforeseen or unexpected events, (d) adjusting contracts to new conditions and circumstances, including those created by the rules, orders, instructions and determinations of Government departments, or (e) for any other purposes for facilitating the prosecution of the war.

Such amendments and modifications of contracts may be made without consideration, other than the determination that the prosecution of the war will thereby be facilitated, and may be utilized to accomplish the same things as any original contract could accomplish, irrespective of the time or circumstances of the making of or the form of the contract amended or modified, or of the amending or modifying contract, and irrespective of rights which may have accrued under the contract or the amendments or modifications thereof. The powers hereby delegated may be exercised by (a) supplemental agreements which modify or amend or settle claims by or against the United States arising under or with respect to any contacts heretofore or hereafter made; (b) agreements with contractors or obligors modifying or releasing accrued obligations of any sort, including accrued liquidated damages or liability under any surety or other bond; or (c) supplemental agreements and change orders suspending or modifying the operation of existing contracts as yet uncompleted, and providing for the payment by the Government of the damages incurred by a contractor by reason of such suspension or modification; *provided* in each instance that full performance by the contractor under such contract, or under a series of contracts between the United States and the same contractor for substantially the same goods, shall not have been completed and final payment made thereunder. The supplemental contracts hereby authorized to be made include agreements of all kinds for all types and kinds of things and services necessary, appropriate or convenient for the prosecution of the war, or for the invention, development or production of, or research concerning any such things.

d. He may waive bid, payment, performance, or other bonds, and dispense with advertising for bids and competitive bidding.

4. Colonel Browning, or any person acting by delegation from him in the exercise of the powers hereby granted, shall have power to ratify and approve any contractual documents entered into or action taken by others, which he himself might have entered into or taken by virtue of the powers hereby granted.

5. The powers, authority and discretion hereby conferred upon Colonel Browning, or any portion or portions thereof, may be redelegated by him to whomsoever he may designate, with the power of redelegating such powers, in whole or in part, to any officer or officers or civilian official or officials of the War Department. In any delegation of power or authority hereunder there may be included such terms and conditions, if any, as the person making such delegation may deem appropriate to ensure proper exercise of such power and authority in the interest of the United States and of the prosecution of the war.

ROBERT P. PATTERSON,
Under Secretary of War.

The memorandum of the Under Secretary of War, dated June 1, 1942, referred to in the above memorandum, reads as follows:

MEMORANDUM for Colonel Albert J. Browning, A. U. S.

Authority is hereby delegated to Colonel Albert J. Browning, A. U. S. to act for the Secretary of War and/or the Under Secretary of War in clearing, approving and taking other action in respect to Army Air Force contracts, change orders, supplemental agreements, advance payments, awards, letters of intent, letter contracts, letter purchase orders, leases, amendments of contracts and other contractual instruments; to approve sales of Army Air Force equipment, supplies and materials; and to approve new War Department Army Air Force contract forms and deviations from approved forms of Army Air Force contracts.

The foregoing authority, or any portion thereof, is likewise delegated to such person or persons as may be designated in writing by Colonel Albert J. Browning, A. U. S.

The individual acting under the foregoing authority will so act as "Special Representative of the Under Secretary of War."

The foregoing authority shall remain in full force and effect until revoked by this office.

By direction of the Secretary of War:

ROBERT P. PATTERSON,
Under Secretary of War.

(h) *Delegation of authority to Legal Assistant to Director of Matériel and to Chief, Legal Branch to approve contract forms.* Under date of 12 November 1943 the following memorandum was issued:

MEMORANDUM for Legal Assistant to the Director of Matériel and to the Chief, Legal Branch, Director of Matériel.

Subject: Delegation of Authority to Approve Contract Forms and Deviations from Approved Forms.

The authority delegated to the Director, Purchases Division, by the Commanding General, Services of Supply, dated September 18, 1942 and the authority delegated to me by the Under Secretary of War, dated September 15, 1942 (in respect of matters relating to the Army Air Forces) to act for the Secretary of War or the Under Secretary of War in approving War Department contract forms and deviations from approved forms is hereby further delegated to the Legal Assistant to the Director of Matériel, and to the Chief, Legal Branch, Director of Matériel, Army Service Forces, or either of them, and to any person who for the time being may be acting in either capacity.

ALBERT J. BROWNING,
Brigadier General, General Staff Corps,
Director, Purchases Division.

(i) *Authority delegated by these procurement regulations.* These regulations to the extent, and only to the extent, that they actually confer authority upon the chiefs of the technical services and other officers or civilian officials of the War Department to exercise power to enter into contracts and into amendments or modifications of contracts heretofore or hereafter made and to make advance, progress and other payments thereon shall constitute a redelegation by the Commanding General, Army Service Forces of the authority delegated to him as set forth in paragraph (e) of this section, and by the Special Representative of the Under Secretary of War of the authority delegated to him, as set forth in paragraph (g). The authority granted as provided in the preceding sentence, of course, does not dispense with the necessity of obtaining any approval expressly specified in any paragraph of these procurement regulations (see e. g. § 803.315 (a)). Authority conferred upon the chiefs of the technical services under any paragraph of these procurement regulations may be redelegated (with or without power of further redelegation) to such officer or officers or civilian official or officials as the chiefs of the technical services severally may direct, whether or not express mention of the powers of redelegation is made in any such paragraph, unless it is expressly provided in the paragraph that the power shall not be redelegated. The exercise prior to the date of these regulations of any such authority by any such officer or officers or civilian official or officials is hereby ratified and confirmed in all respects.

(j) Since the regulations are generally declaratory of policy only, it will be necessary for the chief of each technical service to publish appropriate instructions on procedure.

§ 801.108 *Applicability of these procurement regulations*—(a) *Preliminary definitions.* (1) The term "procurement activities", as used in paragraph (b) of this section, includes all such activities except the acquisition and disposal of real estate so far as the latter are governed and regulated by AR 100–60, 100–61, 100–62 and 100–63. The term comprises, but is not necessarily limited to, the procurement of supplies, material and equipment and the procurement of construction work, including that on rivers and harbors.

(2) The term "Army agencies", as used in paragraph (b) of this section, includes all personnel of the Army, except as indicated in paragraph (f). In particular, it includes the agencies referred to in paragraphs (d) and (e).

(3) The term "appropriated funds", as used in paragraph (b) of this section, comprises all such funds, including such funds allocated to, as distinguished from appropriated to, the War Department; but does not include organizational, unit or similar funds.

(b) These procurement regulations are applicable to all procurement activities carried on by Army agencies with appropriated funds. If a project involves both a procurement activity and acquisition or disposal of real estate governed and regulated by the Army Regulations referred to in paragraph (a) of this section, these procurement regulations are applicable so far as the procurement activity is concerned and are inapplicable so far as the acquisition or disposal of real estate is concerned.

(c) *Technical services and supply services.* Pursuant to Circular No. 30, Headquarters Army Service Forces, 15 May 1943, the designation of "supply services" is changed to "technical services". This change is being made in the procurement regulations as occasion arises to reprint pages for other reasons. In the meantime, the term "supply services" should be read as "technical services".

(d) *Army Air Forces.* (1) The regulations have been issued with the approval of the Army Air Forces, and shall, unless otherwise specifically indicated, apply to the Army Air Forces.

(2) Whenever used herein, unless otherwise specifically indicated, the term "technical services" shall be deemed to include the Army Air Forces, and the term "chiefs of the technical services" shall be deemed to include the Commanding General, Army Air Forces. Likewise, the terms "Director, Purchases Division, Headquarters, Army Service Forces" and "Director, Readjustment Division, Headquarters, Army Service Forces", when used in connection with action to be taken in respect of the Army Air Forces, shall, unless otherwise specifically indicated, be deemed to refer to the Special Representative of the Under Secretary of War designated for that purpose.

(3) Except as specifically otherwise provided, all communications to the Army Air Forces or to the Commanding General, Army Air Forces, relating to procurement, should be addressed to the attention of the Procurement Branch, Matériel Division, Office of the Assistant Chief of Air Staff, Matériel, Maintenance and Distribution.

(e) *Service commands.* These regulations are applicable to the procurement activities of the service commands. Where procurement is accomplished by a service command at the direction of the chief of a technical service or his duly authorized representative, the directions will contain references to the applicable paragraphs of the procurement regulations and will also contain supplementary instructions where appropriate. In such a case, for the purposes of these regulations, the procurement shall be regarded as procurement by the technical service concerned and the contract will be regarded as a contract of that technical service. In all other cases, the service command accomplishing the procurement shall act independently of any technical service and the term "technical service" and the term "service", as used in these regulations, shall be deemed to refer to the service commands and the term "chiefs of technical services" and "chiefs of services" shall be deemed to refer to the Commanding Generals of the service commands. In connection with this paragraph see (c) above.

(f) *Procurement and contracting authority of commanding officers outside continental United States.* In general, Commanding Officers in charge of United States armed forces outside the continental United States and its territories and possessions including Alaska are not required, in connection with the procurement of supplies necessary to accomplish the mission confided in them, to comply with the procurement regulations or any other regulations, circulars or instructions or with any provisions or restrictions of the laws of the United States which may be applicable within the United States or any territory or possession thereof. This matter is more fully treated in section I of Circular No. 21, War Department, 1943. Likewise, Commanding Officers in charge of United States Armed Forces outside the continental United States but within the territories or possessions of the United States including Alaska, who are responsible directly to the War Department (that is, the chief of staff), in connection with the procurement of supplies necessary to the accomplishment of the mission confided in them are authorized to disregard procurement regulations and other War Department regulations, restrictions, circulars and instructions, and when they find that to do so will facilitate the prosecution of the war, they are authorized to disregard the provisions of law relating to procurement; all subject however to (1) Title II of the First War Powers Act, 1941, (2) the restrictive provisions contained in Executive Order No. 9001 and (3) any law approved after December 18, 1941. This matter is more fully set forth in section II of Circular No. 21, War Department, 1943.

(g) *Procurement within the United States for armed forces abroad.* It is to be noted that the provisions of Circular No. 21, War Department, 1943, referred to in (f) of this section have no application to procurement within the United States for armed forces abroad.

SUBPART D—MISCELLANEOUS PROHIBITIONS

§ 801.109 *Prohibition against voluntary service.* (a) No department or officer of the Government may accept voluntary service for the Government except in cases of sudden emergency involving the loss of human life or the destruction of property, or when a written statement is obtained that the service rendered will not be made the basis of a future claim against the Government for compensation.

§ 801.110 *Prohibition against use of troop labor.* (a) Except in cases of manifest necessity or when authorized by the Secretary of War, the labor of troops will not be used to enable the contractors to fulfill contracts.

(b) Whenever troop labor has been used:

(1) Authority therefor will be given in writing.

(2) A report enumerating in detail the service rendered will be forwarded to the Commanding General, Army Service Forces, Attention of Industrial Personnel Division.

(3) Full deduction will be made for the value of the service rendered.

§ 801.111 *Conflicts between outside interests of officers or civilian employees and their official duties.* (a) *Basic statute.* Section 41 of the United States Criminal Code (18 U.S.C. 93) provides as follows:

No officer or agent of any corporation, joint-stock company, or association, and no member or agent of any firm, or person directly or indirectly interested in the pecuniary profits or contracts of such corporation, joint-stock company, association, or firm, shall be employed or shall act as an officer or agent of the United States for the transaction of business with such corporation, joint-stock company, association, or firm. Whoever shall violate the provisions of this section shall be fined not more than $2,000 and imprisoned not more than two years.

(b) *Construction of basic statute.* The general language of section 41 of the United States Criminal Code has been the subject of interpretation from time to time by The Judge Advocate General and by the Attorney General. The Judge Advocate General has been careful to point out that the question of construction presented "involves the construction and application of criminal statutes concerning which the Federal courts alone can speak with final authority." However, the substance of certain of those opinions is set forth as an aid in the construction of the statute:

(1) In Vol. 40, Op. No. 42, March 31, 1942, the Attorney General rendered an opinion concerning the use of a certain Army officer as a Liaison officer between a corporation and the War Department. It appeared that the officer was also an officer and stockholder in the corporation. In holding that the basic statute would be violated if the officer acted in that capacity, the Attorney General stated in part:

No man can serve two masters. The statute in question is clearly grounded on this assumption. Its manifest purpose is such that any attempt to reconcile it with the proposed employment runs into difficulties. Some of these difficulties are pointed out by The Judge Advocate General of the Army in his opinion on the question. Others are equally apparent.

No matter how high are the motives of the Army Officer who advises, he is likely as a realistic matter to be consciously or unconsciously influenced by the fact that his actions may benefit the corporation of which he is an officer and a stockholder. To a degree his salary as an officer of the corporation would be affected by whether his advice leads the War Department to enter into a procurement contract with his company. To a larger degree his share in the earnings of the corporation as a stockholder would be affected by his advice.

(2) In two recent opinions (SPJGA 210.4 and SPJGA 250.7) rendered respectively on May 22, 1942 and March 28, 1942 The Judge Advocate General concluded that a person holding stock in a corporation may be a "person directly or indirectly interested in the pecuniary costs or contracts of such corporation," within the meaning of the statute. It is to be emphasized, however, that these two opinions relate solely to that issue and do not constitute opinions on what constitutes the "transaction of business" with the corporation within the meaning of the statute. The construction of these words, as contained in the statute, was the subject of an opinion discussed in subparagraph (3) below.

(3) Under date of December 3, 1942 (SPJGA 1942/5702) the opinion of The Judge Advocate General was requested with respect to the employment of a person as head of an agency which would have complete charge of all phases of production of certain items which were purchased by the War and Navy Departments. The prospective head of the agency had been for some years an officer of a corporation which was one of the largest producers of the items with which the agency would be concerned, but at the time of the opinion was on leave of absence without pay. It appeared, however, that under a retirement system established by the corporation he would, if he lived to a specified age, become entitled to certain annual payments. It further appeared that there was an understanding that if the agency were called upon to transact business with the corporation in question, such transactions would be conducted by other officers or employees of the agency and that if questions were presented not capable of final decision by such other officers or employees, such questions would be referred to higher authority for decision. However, it also appeared that the head of the agency would be called upon to determine questions of general policy which would affect the corporation of which he was formerly an officer along with other producers. The Judge Advocate General concluded that section 41 of the Criminal Code would not be violated by the employment of such an individual as head of the agency.

(4) In an opinion dated February 3, 1923, the Acting Judge Advocate General throws further light on what constitutes transacting business within the meaning of section 41 of the Criminal Code. He had been requested to review the law in relation to the interest of the agents or officers of the United States in contracts with the United States with a view to the submission of proposed amendments thereto so as to permit the utilization of leading men in industry in an advisory capacity in connection with the planning and supervision of the procurement of war necessities. The opinion in part reads as follows:

The statute is to be strictly construed and criminality attaches only when an individual, being an officer, or member of a business concern or directly or indirectly interested in the profits of the concern is employed or acts as agent of the United States for the transaction of business with that concern. The Act contemplates the actual transaction of business. The negotiation of a tentative contract by an agent of the Government with a business concern in which that agent is an officer, member, or in which he is interested, although not binding upon either party until executed, in accordance with statutory authority and an appropriation sufficient for the fulfillment thereof, would probably be considered a violation of the statute if the performance of the contract was thereafter entered upon. For this reason, in the preparation of procurement plans, no person should be permitted to have a part as agent for the United States in the negotiation of tentative contracts with a concern of which he is an officer, agent or member, or in which he is pecuniarily interested. * * * it is considered that acting in a solely advisory capacity without actual participation in the negotiation or awarding of a contract or directing the awarding of a contract would not be a violation of Section 41 of the Federal Criminal Code.

(c) *Regulations supplementary to basic statute.* The following regulations supplementary to the statute set forth in paragraph (a) of this section are prescribed:

(1) No officer or employee of the War Department may act as an agent of the United States in advising, recommending, making or approving the purchase of supplies or other property, or in contracting therefor, if he would be admitted to share or receive directly or indirectly any pecuniary profit or benefit from such purchase or contract.

(2) No officer or civilian employee of the War Department shall be in direct charge of the negotiation of, or exercise authority for the final approval of, any contract with any corporation, joint-stock company, association or firm, if at any time during the period subsequent to December 7, 1936, such officer or civilian employee was employed by or engaged in a course of substantial non-Governmental business dealings with such corporation, joint-stock company, association or firm.

The Under Secretary of War is authorized to make exceptions to the regulation contained in subparagraph (2) above. In cases where the chief of a technical service feels that the application of the regulations contained in such subparagraph is impracticable, he should forward to the Director, Purchases Division, Headquarters, Army Service Forces, a request for an exemption. Such request should be accompanied by a full statement of the circumstances which are believed to make such exemption necessary. No exemption may be made from the provisions of the statute referred to in paragraph (a) of this section or from subparagraph (1) of this paragraph.

SUBPART E—PROPOSALS FOR LEGISLATIVE ACTION AND FOR EXECUTIVE ORDERS AFFECTING PROCUREMENT

§ 801.113 *General.* By Circular No. 59, War Department, 1942, the Legislative and Liaison Division, War Depart-

ment, is charged with supervising the preparation of legislation requested by the War Department, with preparing reports to Committees of Congress and with the maintenance of liaison necessary thereto. Said Circular No. 59 further provides that the preparation of reports on legislation affecting the Army Ground Forces, the Army Air Forces or the Army Service Forces may be assigned to the command concerned.

§ 801.114 *Legislation includes Executive orders.* The terms "legislation" and "legislative", as hereinafter used in this subpart refer to action taken or to be taken by Congress, other than the enactment of strictly appropriation items, and to all Executive orders.

§ 801.115 *Legislative Division, Office of the Under Secretary of War.* With the approval and by the authority of the Under Secretary of War, the Legislative Division, Office of the Under Secretary of War, is designated as the agency charged with the coordination within that Office, the Army Service Forces and the Army Air Forces, of all legislative matters affecting procurement or related functions.

§ 801.116 *Proposals for legislative action affecting procurement.* (a) Except as specifically otherwise provided in paragraph (b) of this section, all proposals for legislative action affecting procurement or related functions, originating from any source whatsoever, will be referred to the Legislative Division, Office of the Under Secretary of War, for coordination.

(b) All such proposals, other than proposals for Executive orders, originating from sources outside the Office of the Under Secretary of War, the Army Service Forces or the Army Air Forces, will be referred to the Legal Branch, Purchases Division, Headquarters, Army Service Forces. The Legislative Section of that Branch will promptly review such proposals to determine which are of sufficient importance to the Office of the Under Secretary of War, the Army Service Forces, Army Air Forces, or any of them to warrant further consideration. Such of the proposals as warrant such consideration will be referred directly to the Legislative Division, Office of the Under Secretary of War, for coordination.

§ 801.117 *Action of Legislative Division.* The Legislative Division, Office of the Under Secretary of War, will, with respect to such proposals originating within the Office of the Under Secretary of War, the Army Service Forces, or the Army Air Forces:

(a) Take all necessary action to secure the views of those individuals and elements within the Office of the Under Secretary of War, the Army Service Forces and the Army Air Forces, whose responsibilities would be affected by such legislative action.

(b) Refer any questions regarding the form of the proposed legislative action to the Legal Branch, Purchases Division, Headquarters, Army Service Forces, for consideration and report.

(c) Make all necessary arrangements for proper coordination with other Government departments and agencies whose functions would be affected.

(d) If it is determined by proper authority to initiate such legislative action, coordinate the matter with the Legislative and Liaison Division, War Department.

(e) Take any other necessary or appropriate action in connection therewith.

With respect to such proposal originating from sources outside the Office of the Under Secretary of War, the Army Service Forces or the Army Air Forces, Legislative Division, Office of the Under Secretary of War will, upon receipt of such proposals, take the action described in paragraphs (a), (c) and (e) above.

§ 801.118 *Congressional hearings.* Arrangements for appropriate representation from the Office of the Under Secretary of War, the Army Service Forces and the Army Air Forces, at Congressional hearings on legislative proposals affecting procurement or related functions will be made through the Legislative Division, Office of the Under Secretary of War.

§ 801.119 *Reports on legislative proposals.* All requests from official sources, within or without the War Department, for reports on legislative proposals affecting procurement or related functions will, upon receipt by the Office of the Under Secretary of War, the Army Service Forces or the Army Air Forces, be referred to the Legislative Division, Office of the Under Secretary of War, which will secure reports from the appropriate sources within the aforesaid elements of the War Department and will forward such reports, after approval thereof by proper authority, through established channels to the sources of the requests.

[Procurement Reg. 2]

PART 802—GENERAL PURCHASE POLICIES

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SUBPART A—GENERAL

§ 802.201 *Rescission of regulations.* Army Regulations 5–140, May 22, 1940, as amended; Army Regulations 5–160, October 24, 1941, as amended; Army Regulations 5–240, February 11, 1936, as amended; and all other prior directives and instructions of whatsoever nature relating to negotiated purchases, open market purchases, procurement without advertising, and other purchasing methods are hereby rescinded.

§ 802.202 *Compliance with this part.* Unless otherwise specifically provided, compliance with any provision of this part or of any amendment thereto which requires a change in contract procedure or in any contract provision shall not be mandatory until thirty days after the issuance of such regulation or amendment.

§ 802.203 *Definitions.* (a) The term "negotiation" as used in these procurement regulations includes any method of contracting or purchasing, except the formal advertising and sealed bid procedure prescribed by section 3709, Revised Statutes.

(b) The term "negotiated purchases" includes all purchases made by negotiation as so defined. (See § 802.241).

§ 802.204 *Contracting authority*—(a) *Basis.* War Department contracting and purchasing are now based primarily on the authority contained in the act of December 18, 1941 (Public No. 354, 77th Congress) referred to as the First War Powers Act, 1941, and Executive Order No. 9001, December 27, 1941. The earlier authority contained in sections 1 (a) and (b) of the act of July 2, 1940 (Public No. 703, 76th Congress) has also been extended, however, by section 9 of the act of June 30, 1941 (Public No. 139, 77th Congress) and by section 13 of the act of June 5, 1942 (Public No. 580, 77th Congress). (See § 802.240).

(b) *First War Powers Act.* Title II of the First War Powers Act, 1941, reads as follows:

SEC. 201. The President may authorize any department or agency of the Government exercising functions in connection with the prosecution of the war effort, in accordance with regulations prescribed by the President for the protection of the interests of the Government, to enter into contracts and into amendments or modifications of contracts heretofore or hereafter made and to make advance, progress and other payments thereon, without regard to the provisions of law relating to the making, performance, amendment, or modification of contracts whenever he deems such action would facilitate the prosecution of the war: *Provided*, That nothing herein shall be construed to authorize the use of the cost-plus-a-percentage-of-cost system of contracting: *Provided further*, That nothing herein shall be construed to authorize any contracts in violation of existing law relating to limitation of profits: *Provided further*, That all acts under the authority of this section shall be made a matter of public record under regulations prescribed by the President and when deemed by him not to be incompatible with the public interest.

(c) *Authority conferred.* Title I of Executive Order No. 9001 confers authority on the War Department under The First War Powers Act, 1941, as follows:

(1) Section 1 of the Executive order authorizes the Secretary of War "within the limits of the amounts appropriated therefor, to enter into contracts and into amendments or modifications of contracts heretofore or hereafter made, and to make advance, progress, and other payments thereon, without regard to the provisions of law relating to the making, performance, amendment, or modification of contracts" and to delegate these powers with authority to redelegate them. With respect to such delegations, see § 801.107 and following of this chapter, and especially § 801.107 (i).

(2) "The contracts hereby authorized to be made include agreements of all kinds (whether in the form of letters of intent, purchase orders, or otherwise) for all types and kinds of things and services necessary, appropriate or convenient for the prosecution of war, or for the invention, development, or production of, or research concerning any such things, including but not limited to, aircraft, buildings, vessels, arms, armament, equipment, or supplies of any kind, or any portion thereof, including plans, spare parts and equipment therefor, materials, supplies, facilities, utilities, machinery, machine tools, and any other equipment, without any restriction of any kind, either as to type, character, location or form."

(3) "The War Department, the Navy Department, and the United States Maritime Commission may by agreement modify or amend or settle claims under contracts heretofore or hereafter made, may make advance, progress and other payments upon such contracts of any percentum of the contract price, and may enter into agreements with contractors and/or obligors, modifying or releasing accrued obligations of any sort, including accrued liquidated damages or liability under surety or other bonds, whenever, in the judgment of the War Department, the Navy Department, or the United States Maritime Commission respectively the prosecution of the war is thereby facilitated. Amendments and modifications of contracts may be with or without consideration and may be utilized to accomplish the same things as any original contract could have accomplished hereunder, irrespective of the time or circumstances of the making of or the form of the contract amended or modified, or of the amending or modifying contract, and irrespective of rights which may have accrued under the contract, or the amendments or modifications thereof."

(4) "Advertising, competitive bidding and bid, payment, performance, or other bonds or other forms of security, need not be required." (See Part 804 of this chapter.)

(d) *Restrictions on powers.* Title II of Executive Order No. 9001 prescribes the following regulations for the exercise of the authority thereby conferred.

(1) "Complete data shall be maintained by the War Department, the Navy Department, and the United States Maritime Commission as to all contracts and purchases which they respectively make pursuant to the act and this Executive order. The Secretary of War, the Secretary of the Navy, and the Chairman of the United States Maritime Commission shall make available for public inspection, as they may respectively deem compatible with the public interest, so much of such data as does not cover restricted, confidential, or secret contracts or purchases." (As amended by E.O. 9296, January 30, 1943. See Subpart I of this part.)

(2) Notwithstanding anything in the act or Executive order, the War Department, the Navy Department, and the United States Maritime Commission shall not discriminate in any act performed thereunder against any person on the ground of race, creed, color or national origin, and all contracts shall be deemed to incorporate by reference a provision that the contractor and any subcontractors thereunder shall not so discriminate. (See § 803.325.)

(3) No claim against the United States arising under any purchase or contract made under the authority of the Act shall be assigned except in accordance with the Assignment of Claims Act, 1940 (Public No. 811, 76th Congress, approved October 9, 1940). (See § 803.390.)

(4) Advance payments shall be made hereunder only after careful scrutiny to determine that such payments will promote the national interest and under such regulations to that end as the Secretary of War, the Secretary of the Navy, or the United States Maritime Commission may prescribe. (See § 803.321.)

(5) Every contract entered into pursuant to the act and Executive order must contain the warranty by the contractor against payment of commissions and contingent fees set out in § 803.323 or § 807.726 (see § 811.1181).

(6) The cost-plus-a-percentage-of-cost system of contracting shall not be used.

(7) Provisions of law limiting profits under contracts or fixed-fees continue in effect and in no case shall the fixed fee under a cost-plus-a-fixed-fee contract exceed 7% of the estimated cost exclusive of the fee.

(8) No contract or modification or amendment thereof shall be exempt from the provisions of the Walsh-Healey Act (49 Stat. 2036) because of being entered into without advertising or competitive bidding, and the provisions of that act, the Davis-Bacon Act, as amended (49 Stat. 1011), the Copeland Act, as amended (48 Stat. 948) and the Eight Hour Law, as amended by the act of September 9, 1940 (Public No. 781, 76th Congress) if otherwise applicable apply to contracts made and performed under the authority of the act and Executive order. (See Part 809 of this chapter.)

(e) *Extent of authority.* By an opinion dated August 29, 1942, the Attorney General of the United States has construed the power conferred by the First War Powers Act, 1941, and Executive Order No. 9001. This opinion ruled that a proposed delegation of authority from the Under Secretary of War to the Commanding General, Army Service Forces, substantially similar to the delegation contained in § 801.107 (e) was within the authority of the act and Executive order.

§ 802.205 *Purpose of regulations.* In conferring the powers under the First War Powers Act, Executive Order No. 9001 directed the war agencies to work with the War Production Board "to bring about the conversion of manufacturing industries to war production, including the surveying of the war potential of industries, plant by plant; the spreading of war orders; the conversion of facilities; the assurance of efficient and speedy production; the development and use of subcontracting to the fullest extent and conservation of strategic materials." The policies and procedures designed to carry out these procurement objectives are stated in this and the following regulations. This regulation discusses the basic principles underlying the policies and methods elaborated in the subsequent regulations, and the relation of these various policies to the procurement program as a whole.

SUBPART B—CONTRACT PLACEMENT

§ 802.220 *Scope of subpart.* (a) Attainment of the essential procurement objectives with the minimum disruption of the nation's economic system, and effective use of available labor, materials and facilities, depend to a large extent on sound contract placement. This section states the policies to be fol-

lowed and the factors to be considered in placing contracts, in selecting contractors, in scheduling deliveries and in revising delivery schedules.

(b) *Related regulations.* Further policies governing placement of contracts for plant facilities expansion are treated in Part 810 of this chapter. Policies governing purchasing through other services and other departments are discussed in Part 806 of this chapter, and foreign purchases are treated in Part 805. Policies governing cutbacks and curtailment of production are stated in Part 815.

§ 802.221 *Purchase of used or second-hand materials*—(a) *Policy.* In view of the prevalent shortages of raw materials, manufacturing facilities and labor, second-hand or used articles will be procured instead of new articles whenever (1) they are suitable in quality and design for the particular purpose involved, and (2) they can be obtained at reasonable cost with reasonable effort at the time required, unless any agency allocating such articles (such as the Machine Tool Section of the Production Division) orders otherwise.

(b) *Execution.* The chief of each technical service will make adequate provision to insure that all procurement officers and agencies under his direction comply with the policy stated in paragraph (a) of this section, and will place responsibility upon a designated member of his staff for requiring compliance with that policy to the greatest extent practicable.

(c) *Obstacles.* Whenever a statute, order or regulation prevents the effective procurement of suitable used articles or other articles already available instead of new articles, the chief of the technical service concerned will notify the Director, Purchases Division, Headquarters, Army Service Forces, of this fact so that appropriate action may be taken pursuant to the First War Powers Act, 1941 and Executive Order 9001, or otherwise, to remove any obstruction to such procurement.

(d) *Purchases through Procurement Division, Treasury Department.* In connection with the use of used or second hand materials, it is of the utmost importance that all procurement offices and agencies avail themselves of the facilities of the Procurement Division, Treasury Department as more fully set forth in § 806.613. That division makes available to the War Department property which is surplus to the need of other Government agencies. Chiefs of technical services should see that all procurement offices and agencies under their direction obtain the catalog of available property referred to in § 806.613 (f), and that they keep in touch with the Regional Property Officers of the Procurement Division referred to in § 806.613 (e). In this way much used and second hand material can be obtained.

§ 802.222 *Time for placing contracts and scheduling deliveries*—(a) *General policies.* (1) At an earlier stage in the war program, procuring agencies were encouraged to place contracts at the earliest possible time and to require contractors to commence production or to place subcontracts immediately. That policy was desirable as long as Army procurement was directed primarily to the task of providing the initial equipment for the rapidly expanding requirements of the Army and of the United Nations. However, that phase of procurement is now approaching completion. Except for comparatively few items, procurement for the future is designed to meet estimated replacements and operational requirements. The paramount and governing policy is still to place contracts sufficiently in advance of the actual need for the supplies to assure that deliveries will be made on time and in the proper quantities. Subject to this guiding principle, conditions now make it advisable that in the placement of contracts consideration also be given (i) to restricting contract commitments to the practicable minimum both as to time and quantity, and (ii) to the use of contract forms which will provide for the maximum flexibility in production rates while at the same time assuring the availability of the production facilities needed to produce all known requirements. This change of emphasis is essential if useless surpluses and costly cancellation and termination changes are to be avoided.

(2) The schedule of deliveries to correspond more closely with actual requirements is likewise essential in the present stage of the war program. Close scheduling tends to prevent the building up of surpluses and to diminish termination claims. It is also vital to the most efficient use of available industrial capacity. If manufacturers are required to produce and deliver items long before they will actually be needed, they may be forced to increase the number of their employees abnormally or be unable to produce other items which will be needed sooner, and scarce materials may be tied in inventory not currently needed. Thus the failure to schedule deliveries properly tends to disrupt the Army supply program and prevents industrial capacity from being used in the production of items as they are needed. Accordingly future contracts will be scheduled so that supplies will be delivered to synchronize with actual requirements, unless in a particular case efficient production requires otherwise. Existing contracts will also be reviewed with a view to rescheduling deliveries on the same basis.

(b) *Suggested methods for minimizing contract commitments or increasing flexibility of production rates.* In succeeding paragraphs, certain contract procedures are outlined by which in particular cases flexibility of production rates of may be attained or contract commitments reduced in time and amount. These procedures are suggestive only; they are not all-inclusive. It is recognized that variations of these procedures and the adoption of wholly different procedures may be required in many cases. It is emphasized, however, that it is a condition to the effective use of any such procedures that procuring agencies know, well in advance, the total procurement program with which they are charged; appraise the availability of production facilities in relation to that program; and understand the production problems of their contractors.

(c) *Avoiding excessive "lead time"*—(1) *Withholding contract placement.* Where it is known that production facilities will be available and adequate for a given period, it will often be possible and prudent to withhold the placement of contracts (or of some portion of the total contracts to be placed) until shortly before the start of the actual "lead time" which is required for the particular procurement.

(2) *Controlling rate of performance.* In other instances, where it is necessary to obtain more definite assurance of the availability of production facilities, it will be feasible to place contracts well in advance of the actually required "lead time," but to provide expressly, by contract, that acquisition of materials, placement of subcontracts, or manufacture shall not commence until an agreed date, or shall proceed at a rate of speed not in excess of an agreed rate.

(d) *Short term contracts.* For a variety of reasons, some of which were related only to administrative convenience, procuring agencies have in the past tended to enter upon long term commitments covering all the supplies believed to be needed over a lengthy period of time. Long term commitments may be necessary where, for example, the supplies to be procured are distinctively war items and involve long range development. Long term commitments, however, are often not essential where the supplies to be procured are standard commercial items, especially if any excess production, not absorbed by the Army, is needed or may readily be absorbed by the civilian economy. In such cases commitments may well be short term and for relatively small amounts. Besides reducing outstanding commitments, this procedure will tend to bring about lower prices because allowances for contingencies are reduced when the contract period is short. It will also tend to effect savings when engineering changes are ordered.

(e) *Short term commitments with options of renewal.* In some cases it will be found advisable to enter into a short term initial commitment with an option or a number of successive options in the Government to extend or renew the commitment, exercisable by giving notice an agreed period of time in advance of completion of the initial commitment, sufficient for the contractor to procure the necessary materials to assure continuity of production if the option is exercised by the Government. Prices for option periods extending over any long period of time should not be made final at the time the original commitment is made. The techniques of price redetermination and price revision (see Part 812, Subparts B, C, and D, of this chapter) should be availed of where possible.

(f) *Cancelling future deliveries by advance notice.* Particularly in the procurement of standard commercial items, it will often be possible without hardship on contractors to provide that the Government may cancel future deliveries without liability, upon giving notice to the contractor an agreed period of time in advance. This period of advance notice should be fixed with due regard to the contractor's problems in scheduling raw materials and component parts and avoiding excessive inventories at the effective date of cancellation. Experience has shown that many contractors will readily acquiesce in this procedure and will not claim increased prices to compensate for the contingency of cancellation. However, in some cases where the procedure here described is availed of, it may be proper to provide for a sliding scale of prices with higher prices for early than for later deliveries, in order that starting load costs may be covered if future deliveries are cancelled. As an alternative, it may be advisable to provide that prices for all or for the later deliveries shall be subject to an appropriate type of price redetermination or price revision. The contract should provide that in case the contract is cancelled for the convenience of the Government without the agreed advance notice, settlement will be made under the uniform termination article (§ 803.324 (g)) as though the contract called only for the deliveries scheduled up to the date upon which the agreed period of notice would have expired.

(g) *Use of "Letter of Commitment" for controlled materials or critical components.* (1) Especially in the procurement of items other than standard commercial items, the tendency to make a long term commitment has frequently been based upon the fact that the contractor must have a binding contract well in advance in order to place his orders for CMP materials, or for critical components which require a long period of manufacture. In many of these cases the time required by the prime contractor to manufacture the end item, after the CMP materials or critical components have been delivered, is relatively short, and there would be no occasion for a long term commitment were it not for the time required for the procurement of the controlled materials or the critical components. Under such circumstances it is proper to make an early commitment with a prime contractor which will empower him to purchase the controlled materials or to acquire the critical components, but to withhold placing the contract for the end item until shortly before the "lead time" actually required for the production of the end item. This plan is considered particularly effective where a surplus of facilities exists and competition is present.

(2) A form of "Letter of Commitment (Raw Materials Under CMP)" has been published as a standard form (§ 813.1328). Under this form the contractor is authorized to purchase controlled materials. The Government does not commit itself to place a production contract for the end item with the contractor who received the letter of commitment. If the letter of commitment is terminated, or a production contract is not placed with the contractor who has received the letter of commitment, the contractor is assured reimbursement of his costs upon transfer of the materials to the Government or its designee (who may be another contractor to whom a production contract is awarded). To the extent that a production contract is awarded to the contractor requiring the use of the controlled materials, the Government's obligation under the letter of commitment is correspondingly reduced.

(3) The form of letter of commitment may be accommodated by proper amendments to cases where it is desired that critical components be acquired, or critical components plus controlled materials.

(4) The form of letter of commitment here discussed is not to be considered a letter of intent or letter order within the meaning of § 803.303a, which deals with temporary or preliminary contract instruments (see §§ 813.1307, 813.1308, 813.1309, 813.1310) calling upon the contractor to commence production of an item, rather than merely to acquire raw materials or critical components. While the use of letters of intent or letter orders of the former type is discouraged, and the technical services are urged to supersede such instruments by definitive contacts at the earliest feasible time, the letter of commitment will be used wherever feasible in accordance with the foregoing provisions of this paragraph, and it will not be supplanted by definitive production contracts until shortly before the commencement of the required "lead time" for production. The form of letter of commitment published at § 813.1328 includes no provision for the allowance of a profit in case of termination. Provision for a profit in such contingency may, however, be included with the prior approval of the Director, Purchases Division, Headquarters, Army Service Forces.

(h) *Use of special "changes" article (§ 803.329a).* The special "changes" article set forth at § 803.329a authorizes, within agreed limits, and on certain conditions, the increase or decrease of the quantity of supplies to be delivered under a contract, and the extension or acceleration of delivery schedules. This article affords a ready means of adjusting quantities and deliveries to meet actual requirements, especially in the purchase of items which do not involve a long "lead time". It is not, however, intended that the special "changes" article shall be used as a means of avoiding the regular termination procedure for large scale terminations.

(i) *Illustrative contract provisions.* Two sets of contract provisions are here reproduced, exemplifying certain of the techniques discussed above.

(1) *"Short term supply contract with Government options."* Under this form of contract, the Government contracts for a quantity of supplies to be delivered over a period of three months, reserving options of renewal for three successive quarterly periods. Prices for each option period are to be negotiated, and, failing agreement, are to be fixed by the contracting officer at an amount representing fair and just compensation (with a right of review under the Disputes article). The contractor is obligated to procure necessary raw materials including packing supplies during an agreed "lead time" preceding the exercise of each option and is to be paid his applicable costs plus 2% in case the Government fails to exercise the option. W. D. Contract Form No. 1 (§ 813.1301) is used with the following additional provisions:

(a) The three months for which a delivery schedule is set forth herein is hereafter referred to as the "base period" and the amount to be delivered during such period is hereafter referred to as the "base period amount."

(b) The Government further authorizes the Contractor and the Contractor agrees to take as promptly as necessary all steps required in accordance with good business practice to have available all raw materials including packing supplies so as to be able to deliver during the three months succeeding the base period a quantity of the articles contracted for equal to the base period amount.

(c) Contractor agrees that the Government shall have the option to purchase a quantity of the articles contracted for, equal to the base period amount, to be delivered F. O. B. ---------- in accordance with the delivery schedule determined by the Government, within a period of three months from the last delivery date immediately preceding the said option period. Such option shall be exercised by the delivery to the Contractor by the Contracting Officer of a notice to that effect thirty days prior to said delivery date. Upon receipt of said notice, the Contractor further agrees to take as promptly as necessary all steps required in accordance with good business practice to have available all raw materials, including packing supplies, so as to be able to deliver during the three months succeeding the said option period a second additional quantity of the articles covered by this contract equal to the base period amount.

(d) The parties agree that the price for the quantity covered by such option to be delivered in accordance with the delivery schedule determined by the Government shall be agreed upon at least fifteen days prior to the last delivery date immediately preceding the said option period, or within such further period as may be agreed upon by the Contractor and the Contracting Officer, and, when agreed upon, shall be evidenced by supplemental agreement hereto.

(e) In the event that the parties fail to agree, within the time specified, as to the price of the articles so to be delivered during such three months option period, the price payable therefor shall be determined at an amount constituting fair and just compensation for such articles. Such determination shall be made by the Contracting Officer and shall be subject to review in the manner provided in Article —— (Disputes).

(f) Negotiations for the fixing of the price for the quantities to be delivered during the three month option period shall be conducted on the same basis and shall employ the same types of data as in the case of a negotiation of a price under a new contract. The Contracting Officer may request and the Contractor shall supply the same types of information as in the case of a new contract including, without limiting the foregoing, the information developed and the additional experience gained in the performance of this contract.

(g) The Contractor agrees that if the Government shall exercise the option above provided for, it shall have two additional successive options to purchase additional quantities of the articles contracted for, each equal to the base period amount, and each such quantity to be delivered F. O. B. ---------- within periods of three months each immediately succeeding the preceding option periods. The manner in which these additional successive options shall be exercised and the method of determining the prices

for the quantities to be delivered during such additional option periods respectively shall be as set forth with respect to the first option except that as to the last three month option, the Contractor is not authorized to incur any costs for any raw material or packing supplies for any deliveries beyond said last option period. If the Government fails to exercise any one of the aforesaid options it may not exercise any successive option.

(h) In the event the Government does not exercise any one of the options herein granted to it the Government agrees to reimburse the Contractor for all costs incurred by it in connection with having available raw materials and packing supplies as provided herein, and in addition a sum equal to 2% of such costs, and the Contractor agrees that it shall transfer title to and deliver such supplies and raw materials to or upon the order of the Government in the manner, to the extent and at the times directed by the Contracting Officer, or in the absence of such directions, shall retain such raw materials and packing supplies at prices to be agreed upon.

(i) The fixing of the contract price for any period as hereinbefore provided shall be without prejudice to the determination of any excessive profits of the Contractor upon subsequent renegotiation under the Renegotiation Act, as amended, or any contract article inserted pursuant to that Act or providing for renegotiation of the contract price to eliminate excessive profits.

(2) *"Supply contract with short term limitations."* Under this form of contract, the Government contracts for a year's quantity, but the price and delivery schedule are established in the contract for the first three month period only. Prices for the quantities directed by the Government to be delivered during each ensuing quarterly period are to be negotiated in advance of the commencement of each period, and, failing agreement, are to be fixed by the contracting officer at an amount representing fair and just compensation (with a right of review under the Disputes article). The contractor is obligated, during certain "lead" times, to procure raw materials including packing supplies and perform processing and manufacturing operations adequate to meet deliveries during the period succeeding the period for which prices are agreed to or fixed. Appropriate amendment is made of the uniform termination article (§ 803.324 (g)) restricting in certain respects the rights of the Contractor in the event of termination of the contract for the convenience of the Government. W. D. Contract Form No. 1 is used, with the following additional provisions:

(a) The three months for which delivery schedule is set forth herein is hereafter referred to as the "base period."

(b) The unit price or prices for the quantities directed by the Government to be delivered in each three month period subsequent to the expiration of the base period in accordance with the delivery schedule determined by the Government shall be fixed by agreement between the parties within 30 days but not less than 15 days immediately preceding the commencement of each subsequent period or such other time as may be agreed upon by the Contractor and the Contracting Officer, and when agreed upon shall be evidenced by Supplemental Agreement hereto. In the event that the parties fail to agree, within the specified time, upon the price of the articles so to be delivered during any such subsequent three-month period, the price payable therefor shall be determined at an amount constituting fair and just compensation for such articles. Such determination shall be made by the Contracting Officer and shall be subject to review in the manner provided in Article —— (Disputes).

(c) Negotiations for the fixing of the price for the quantities to be delivered during any three month period succeeding the base period shall be conducted on the same basis and shall employ the same types of data as in the case of a negotiation of a price under a new contract. The Contracting Officer may request and the Contractor shall supply the same types of information as in the case of a new contract including, without limiting the foregoing, the information developed and the additional experience gained in the performance of this contract.

(d) The Contractor agrees to take, and to continue to take from time to time as prices are fixed for periods succeeding the base period, as promptly as necessary all steps required in accordance with good business practice (i) to have available all raw materials including packing supplies so as to be able to deliver during the three month period succeeding the date for which unit prices shall last have been fixed, quantities equal to those for which unit prices shall last have been fixed, but not in excess thereof, and (ii) to perform processing or manufacturing operations with respect to said quantities so as to be able to deliver them during such succeeding period but not to begin such operations prior to 30 days immediately preceding the commencement of such subsequent period without the approval in advance of the Contracting Officer, and, in such event, only to the extent to which the Contracting Officer shall approve in advance.

(e) In the event that this contract shall be terminated pursuant to the provisions of Article — ("Termination at the Option of the Government") the rights of the parties as respects that portion of the contract for which unit prices shall not have been fixed shall be determined in accordance with the provisions of Article —: *Provided, however,*

(i) That the Government shall reimburse the Contractor in connection with such portion of this contract for which unit prices shall not have then been agreed upon for costs which were incurred only in connection with (a) raw materials and packing supplies for quantities to be delivered during a period of three months succeeding the period for which unit prices shall have last then been fixed and (b) the processing and manufacturing operations performed with respect to such quantities in accordance with the aforesaid provisions. If as a result of such operations the Contractor shall have completed supplies called for herein in excess of the quantity for which unit prices shall have been agreed upon, the Contractor may, but is not obligated to, transfer title and deliver such completed supplies to or upon the order of the Government in the manner, to the extent and at the times directed by the Contracting Officer. If the Contractor transfers such title and makes such delivery of completed supplies, the Government will pay therefor, but without duplication of any amounts agreed upon in accordance with this paragraph, the unit price last fixed under this contract or by Supplemental Agreement thereto; if the Contractor does not transfer title or deliver such supplies as herein set forth the Government shall not reimburse the Contractor for any costs incurred in connection therewith.

(ii) For the purposes of paragraph (d) Article — ("Termination at the Option of the Government") the contract price of all units of supplies called for by this contract, the price of which shall not have been fixed, shall be deemed to be the unit price last fixed under this contract or by Supplemental Agreement thereto.

(f) The fixing of the contract price for any period as hereinbefore provided shall be without prejudice to the determination of any excessive profits of the Contractor upon subsequent renegotiation under the Renegotiation Act, as amended, or any contract article inserted pursuant to that Act or providing for renegotiation of the contract price to eliminate excessive profits.

(j) *Technical services urged to devise contract provisions and procedures to carry out the foregoing program.* Subject to any approvals of higher authority required to be obtained in particular cases under Parts 801 to 816 of this chapter (see especially § 803.306), the technical services are urged to devise and employ contract provisions and procedures along the lines discussed above.

§ 802.223 *Factors governing placement of contracts.* The selection of a contractor for a particular contract from among the available qualified producers depends on a number of factors. In making such selections effect must be given to various policies expressed by the Office of War Mobilization, by the War Production Board (see Directive No. 2, 18 September 1943; 8 F.R. 12968), by the War Manpower Commission in its directives, and by Congress, as in the Smaller War Plants Act. These policies, their relation and relative importance are discussed in the following paragraphs, which are applicable both to the placement of new business and to the revision or reduction of existing programs:

(a) *Ability to perform.* Primary emphasis shall be placed upon securing performance or deliveries at the time, in the quantity, and of the quality required by the war program. As indicated in § 802.222 (a), the objective is to insure delivery in time to avoid delays in the war program, but to avoid creation of unnecessary inventories.

(b) *War Manpower Commission labor area.* The War Manpower Commission has divided the country into twelve Regions and from time to time classifies localities in each Region according to their labor supply conditions and on this basis designates them as:

Group I: Areas of current acute labor shortage.

Group II: Areas of labor stringency and those anticipating a labor shortage within six months.

Group III: Areas in which a slight labor reserve will remain after six months.

Group IV: Areas in which a substantial labor reserve will remain after six months.

The Industrial Personnel Division, Headquarters, Army Service Forces, will advise the technical services monthly, or more often if conditions warrant, of the designations of the War Manpower Commission.

(c) *Area Production Urgency Committee areas.* Effective 15 September 1943 the Office of War Mobilization announced a program for dealing with the acute labor shortage problem in certain localities of the West Coast. On 5 October 1943 the War Production Board announced a program for the placement of contracts in the States of Washington, Oregon and California. The War Production Board announced a similar program for the Hartford, Connecticut, Akron, Ohio, and Detroit, Michigan areas, on 15 October 1943; for the Cleveland, Ohio, and Buffalo, New York areas on 14 December 1943; and for the Chicago, Illinois, area on 29 March 1944. Area Production Urgency Committees have been appointed for and are functioning in respect of these unusually critical labor areas. Similar programs may be adopted for other such labor areas, in which event any necessary directives will be issued prescribing the procedures to be followed for complying therewith. The policies stated in the remaining paragraphs of this section will be subject to the requirements of such directives.

(d) *Policy with respect to placing of contracts in labor shortage areas.* The following policies will be observed with respect to the placing of contracts in the labor shortage areas:

(d–1) *Group I areas for which Area Production Urgency Committees have been appointed—(1) Contracts not requiring clearance of Committee; reporting as to intended placement.* (i) Except to the extent provided in any directive issued after 1 February 1944 as to any Group I Area for which an Area Production Committee has been appointed, the provisions of which directive will control as to the placement of contracts in that area until revoked,[1] the following types of contracts may be placed in these areas without clearance with, or approval of, the appropriate Committee:

(*a*) New and continuation contracts which cannot be placed elsewhere with adequate assurance of obtaining satisfactory performance and timely deliveries and which will not increase employment in the contractor's plant; and

(*b*) New and continuation contracts with independent contractors (those not subsidiaries of larger concerns) that employ no more than 100 persons (excluding office and sales personnel) which will result in no increase whatsoever in the number of persons so employed; for example, an independent concern employing 30 persons, if performance of the contract will not require it to increase the number above 30; *Provided,* That, such contracts may be placed with independent contractors in the States of Washington, Oregon or California only if they employ no more than 50 such persons.

(ii) Although such contracts may be placed in any such area without approval of the appropriate Committee, nevertheless before such placement of an unclassified contract of a total value in excess of $50,000, there will be transmitted to the Appropriate Committee four copies of form GA–861, duly completed, which will have endorsed thereon the proposed contract number and the legend "For Information Only". These will be transmitted through the Army representative on the Committee, or in the case of the Army Air Forces the Army Air Forces representative on the Committee, at least seven days before placement of the contract, unless this will unduly delay production, in which case they will be transmitted as far before placement as is practicable.

(2) *Contracts requiring clearance of Committee; application for such clearance.* (i) The following types of contracts must be cleared with the appropriate Area Production Urgency Committee before placement in any Group I area for which a Committee has been appointed and may be placed in these areas only if such placement has been approved by the Committee:

(*a*) New and continuation contracts which cannot be placed elsewhere with adequate assurance of obtaining satisfactory performance and timely deliveries but which will increase employment in the contractor's plant;

(*b*) New contracts which can be placed elsewhere with adequate assurance of obtaining satisfactory performance and timely deliveries but which the technical service believes should be placed in the area, as, for example, to effect a substantial saving in transportation;

(*c*) Continuation contracts which can be placed elsewhere with adequate assurance of obtaining satisfactory performance and timely deliveries but which the technical service desires to continue in the area, as, for example, to prevent an undue hardship to the contractor which might result from withholding continuation orders.

(ii) Since the Committee areas are the most critical of all the Group I areas, the technical services will not request Committee approval under subdivisions (b) or (c) above for any contract which the technical services are not authorized to place in non-Committee Group I areas under paragraph (d–2) of this section.

(iii) Applications for clearance by the Committee will be made to the Committee for the area in which the facilities of the contractor at which the work, or a major part of the work, will be done are situated. Applications, which may seek approval of a single contract or an entire program, will be submitted in four copies on form GA–861 and will be transmitted through the Army or, in the case of the Army Air Forces, the Army Air Forces representative on the Committee.

(d–2) *Group I areas for which no Area Production Committee has been appointed.* It is the intent to avoid so far as possible the placement of contracts in these areas. The only contracts which may be placed in these areas are those:

(1) Which cannot be placed elsewhere with adequate assurance of obtaining satisfactory performance and timely deliveries; or

(2) For which established special facilities exist and for which labor has been specially trained; or

(3) Which, in the considered judgment of the chief of the technical service concerned, or of any person or persons to whom he may delegate his authority in this respect, it is impracticable to place elsewhere.

(d–3) *Group II areas.* The following types of contracts may be placed in Group II areas:

(1) Continuation contracts which will require no labor in addition to that currently employed by the contractor and

(2) New and continuation contracts which cannot be placed in a Group III, IV or an unclassified area with adequate assurance of satisfactory performance and timely deliveries.

(d–4) *Exceptions as to restrictions applying to Group I and Group II areas.* (1) The foregoing restrictions upon the placement of contracts contained in paragraphs (d–1) to (d–4) do not apply to contracts with originating manufacturers for newly developed articles placed in accordance with § 802.224. The provisions of paragraph (d–1) (1) (ii), with respect to reporting placement to the Area Production Urgency Committee, however, apply in the event such contracts are placed in a Group I area for which a Committee has been appointed.

(2) The restrictions contained in paragraphs (d–2) and (d–3) do not apply with respect to contracts with firms which currently employ less than 100 wage earners and which will not employ more than 100 wage earners during the performance of the contract.

(d–5) *Group III and unclassified areas.* There are no restrictions upon the placement of contracts in Group III and unclassified areas.

(e) *Policy with respect to placing of contracts in labor surplus areas.* It is the policy of the War Department to make every effort to place a substantial amount of its business with concerns located in Group IV areas, to the extent placement there is consistent with other procurement objectives and satisfactory performance and timely deliveries can be assured.

(f) *Subcontracting in labor shortage areas.* (1) Prime contractors holding the bulk of War Department contracts have received a request from the Under Secretary of War to apply principles similar to those described in paragraphs (d) and (e) of this section in placing their subcontracts for the fabrication of products required by their prime contracts. When new prime contracts which may involve subcontracting are made, the prime contractors will be advised of these principles by contracting officers and will be strongly urged to apply them in placing subcontracts.

(2) Where to give effect to changes in the classification of labor supply areas occurring after the execution of a particular prime contract would decrease the efficiency or increase the cost of placing recurring subcontracts thereunder, the chief of a technical service or his duly authorized representative is authorized, pursuant to the First War Powers Act, 1941, to enter into and approve supplemental agreements to provide for the payment of any increased price to the prime contractor to cover increased costs resulting from such changes in subcontracting, in the same manner as provided in § 802.225 (f) (3). It is hereby determined that supplemental agreements entered into for this purpose will facilitate the prosecution of the war.

(3) Many prime contractors are regularly receiving the monthly classification

[1] Special restrictions upon the placement and continuation of contracts in the Hartford, Connecticut area are stated in Army Service Forces Circular No. 38 of 3 February 1944, to which reference is made for the policy governing placement in that area so long as the provisions of such Circular are in effect.

of labor market areas issued by the War Manpower Commission. Arrangements may be made to have additional prime contractors supplied with them by communicating directly with the Division of Procurement Policy, War Production Board, Washington, D. C.

(g) *Other factors.* When policies relating to ability to perform and labor supply have been met, contracts will be placed so as to give due weight in each instance to the following objectives:

(1) *Cost and efficiency.* Placements of contracts so as to use the minimum number of man-hours and the minimum quantity of material to make the supplies needed. In the long run this will result in the lowest cost to the Government. In the absence of actual data as to the relative efficiency of producers in utilizing manpower and material, their comparative prices are normally the best test of their relative efficiency in these respects, unless other differences between them (such as differences in their cost of transportation or in their expenditures for facilities) distort the comparison. Whenever such information is needed producers will be required to furnish actual or estimated cost data covering their production. In so far as possible contracts should provide the maximum incentive to the producer for the reduction of his costs.

(2) *Small business concerns.* Placement of contracts so as to make the most effective utilization of the small plants of the nation. To this end, as large a proportion of awards as practicable will be made to qualified small concerns, directly if feasible and, if not, through awards to larger firms which will subcontract to small concerns. To achieve these objectives, payment of a reasonable premium is authorized where necessary, in accordance with directives from time to time in effect.

(3) *Conservation of special abilities.* Conservation for the more difficult war production problems of the resources of concerns best able, by reason of engineering, managerial and physical resources, to handle them, through placement of contracts for items which involve relatively simple production problems with concerns, normally the smaller ones, which are less able to handle the more difficult problems.

(4) *New facilities.* Avoidance, so far as possible, of the creation of additional new (as distinguished from existing) machinery, equipment or facilities.

(5) *Transportation.* Conservation of transportation facilities by avoiding unnecessary crosshauling of raw, semifinished or finished material from the point of origin to the point of consumption and by avoiding long hauling when such materials are available at a shorter distance.

(6) *More than one source of supply.* Placement of contracts, whenever practicable, so as to have for each item of supply and equipment at least two producers so located as not to be subject to the same hazard. Determination of whether it is practicable so to do shall be made by the chief of the technical service concerned.

No one of the six objectives stated in this paragraph should alone be regarded as controlling. The placement or revision of contracts should reflect an evaluation of all these objectives which are applicable to the particular case.

(h) *Price.* (1) The application of the principles stated in paragraphs (a) to (g), inclusive, will in some instances require the payment of prices higher than those of the lowest bidder. The technical services are hereby authorized and directed to pay higher prices than would otherwise be required to the extent that such action is necessary to carry out the foregoing policies.

(2) When the foregoing policies have been met and selection among available contractors is still possible, contracts will be so placed as to obtain the lowest price for the Government.

§ 802.224 *Contracts for newly developed articles.* In placing contracts for new articles developed by a manufacturer for War Department use, the following principles will be observed:

(a) In general a substantial proportion of the initial orders for a new article should be placed with the manufacturer who developed it. Unless the chief of the technical service concerned deems it impracticable so to do, effort should be made to place enough of the volume with other qualified producers to develop at least one other experienced source; except in unusual cases this should be a going production order and not a limited quantity educational order.

(b) When the originating manufacturer demands a price for the item substantially higher than the price for which it can be secured elsewhere, or will require substantially more facilities or tools than some other producer in order to get into production, or is already heavily loaded with orders, and the article can readily be made by one or more other producers, the contracts for the article should be placed with such producers. In such cases the originating manufacturer should be fairly paid for his developmental work as such.

§ 802.225 *Smaller War Plants policy—*(a) *Smaller War Plants Act.* (1) Public Law 603—77th Congress (approved June 11, 1942) creates the "Smaller War Plants Corporation" (hereinafter referred to as "SWPC") and gives the Chairman of the War Production Board certain powers and responsibilities incident to placement of Government contracts with smaller plants. The majority of such powers have been delegated by the Chairman of the War Production Board to the Chairman of SWPC.

(2) The act gives SWPC power to enter into prime contracts with the War Department for articles, equipment, supplies or materials, or parts thereof, or work in connection therewith, and to subcontract the production of these items to small business concerns. If the Chairman of the War Production Board certifies that SWPC is competent to perform any specific Government procurement contract, the contract must be let to it on such terms and conditions as the Chairman may specify.

(3) The act also authorizes SWPC, by delegation from the Chairman of the War Production Board, to certify small business concerns or groups of such concerns to the Secretary of War with respect to capacity and credit as to a specific Government procurement contract. The War Department is directed to accept such certification as conclusive and is authorized to place the contract with the concern or group of concerns without requiring the meeting of any other requirements with respect to capacity and credit.

(4) The act recognizes that small plants are frequently unable to produce at as low a per unit cost as larger plants and that, as a consequence, it may be necessary for the Government to pay a higher per unit price for articles when obtaining them from small plants than it pays to business concerns operating large plants. War Department policy in respect to this will be prescribed by further instructions from time to time.

(b) *General policy.* (1) The established policy of the War Department is to place the greatest practicable volume of prime contracts and to encourage subcontracts with small business concerns or groups of such concerns without the necessity of plant certification or the taking of prime contracts by SWPC. To implement this policy, the basic program covered in paragraphs (c) to (i) of this section is established in order to assist the smaller plants to participate to the greatest practicable extent in War Department contracts.

(2) It is recognized that procurement procedures vary as between technical services, and it is the policy of the War Department that procedures to be established between each technical service and SWPC will coordinate closely with the normal operations of the technical service. It is the responsibility of the chief of each technical service to establish operating procedures within his technical service with SWPC in conformity with the policies stated in this section. Such procedures shall be established by mutual agreement between SWPC and each technical service, and shall be in writing. A copy of such agreement shall be provided the Small War Plants Branch, Purchases Division, Army Service Forces, which office is available for any assistance requested in connection with preparing the agreement.

(c) *Designations by, and representatives of, SWPC.* (1) To date no certifications as referred to in pargraph (a) (3) have been made to the Secretary of War by SWPC. However, a program has been and will continue to be in effect whereby small concerns are recommended by SWPC to each contracting office of the War Department as being capable of performing contracts under particular procurements. Such recommendations are called designations, and firms so designated are known as SWPC designees.

(2) SWPC has appointed a representative to each contracting office of the War Department. Such representative is known as a SWPC Procurement Specialist, and one of his duties is to present designations to the contracting office as set forth in paragraph (f).

(3) SWPC has appointed a representative to the office of each technical service issuing procurement directives, and this representative is also known as a SWPC Procurement Specialist. Among his duties are those set forth in paragraph (e).

(d) *Basic program.* (1) The following points of policy are established with respect to actions by the War Department in connection with SWPC, and have been agreed upon between SWPC and the War Department:

(i) This program will be undertaken on all procurements, except that procurements of secret or confidential items and those of an emergency nature may be excluded at the discretion of the chief of a technical service. "Emergency nature" relates to those situations where military necessity will not permit the processing of the procurements as outlined herein.

(ii) The War Department's general definition of a small concern is an independently-owned concern employing less than 500 wage earners. Nevertheless, it is within the discretion of a contracting office, independently or upon the request of SWPC, to consider the relative size of a firm within its industry and treat it as large or small accordingly.

(iii) All decisions with respect to the degree of participation of and the desired geographical location of small concerns, and to the choice of particular small concerns to participate in War Department procurements, will be reached at the contracting offices of each technical service, (or at whatever office in the technical service decisions are reached regarding the use of specific facilities).

(iv) Since small concerns considered by the contracting office as suitable to bid for a procurement will normally be reviewed by SWPC to determine whether or not such firms will become SWPC designees for such procurement, it is anticipated that the final list of concerns so designated by SWPC will include many of the small concerns acceptable to the contracting office.

(2) Chiefs of technical services will designate Small War Plants officers at the contracting offices, and also at either the headquarters of the technical services or at the offices issuing procurement directives. Such officers will be charged with administering War Department policy in respect to small concerns, with working in cooperation with SWPC Procurement Specialists at such offices and with acting as specific contacts for representatives of small concerns calling at such offices. Each technical service will conduct staff supervision of contracting office procedures in connection with the small plant program.

(e) *Action at the office issuing procurement directives.* Opportunity will be afforded the SWPC Procurement Specialist at the office issuing procurement directives (1) to review with the proper personnel of the technical service the related parts of the Army Supply Program for the purpose of selecting products which will be generally suitable for small concerns, and (2) to examine all procurement directives (except those for secret and confidential items and those of an emergency nature, unless authorized to do so by the chief of the technical service). Where a technical service buys through district offices whose purchasing responsibility is confined to limited geographical areas, suggestions from the SWPC Procurement Specialist as to distribution to districts will be received and considered. When the SWPC Procurement Specialist indicates an interest in further action by SWPC on a procurement, this interest will be noted on the procurement directive that is sent to the contracting office. Lack of such notation of interest will not eliminate a procurement from further consideration under paragraph (f) (1) of this section. Copies of procurement directives which have been examined (except those for secret and confidential items) will be supplied by the office issuing them to the SWPC Procurement Specialist at that office, to the extent desired by SWPC.

(f) *Action at the contracting office.* (1) The contracting office and the SWPC Procurement Specialist at that office will mutually decide, on all procurements (secret and confidential procurements are excluded, except where specifically authorized under paragraph (e) (2) of this section:

(i) Whether a particular procurement is suitable for manufacture by small concerns.

(ii) The minimum portions of procurements found suitable under (i) which the contracting office will endeavor to place with designees of SWPC in compliance with paragraphs (a) to (g) of § 802.223.

(iii) In cases found suitable under (i) and (ii), how many SWPC designations will be sought, from which SWPC regions they will be sought, and by what date such designations will be submitted to the contracting office.

(iv) While emergency procurements are normally excluded under paragraph (d) (1) (i) from further processing through SWPC, the contracting office may in its discretion allow the SWPC Procurement Specialist, if time permits, to suggest sources, when such action does not delay the procurement.

(2) Other action to be taken by the contracting office includes:

(i) A set of drawings, specifications and prints will be made available to the SWPC Procurement Specialist as soon as practicable after the SWPC Procurement Specialist requests them in connection with a particular procurement. Additional sets will be furnished, if available; and if not available, full descriptive information to the extent available will be given the SWPC Procurement Specialist.

(ii) The contracting office will make available to the SWPC Procurement Specialist the names of small plant sources considered suitable by the contracting office for a particular procurement. SWPC will, under its procedures, designate or indicate reasons for refusing to designate such sources.

(iii) Small concerns designated by SWPC in accordance with (1) (iii) above will normally be given an opportunity to bid or negotiate. If a contracting office does not consider that a SWPC designee should receive this opportunity, the SWPC Procurement Specialist shall be given the reasons therefor.

(iv) On the date established under (1) (iii) the contracting office will consider not only SWPC designations that have been submitted for the particular procurement by that date but also any other sources of the contracting office's choice, and will determine which of such firms will be given an opportunity to bid or negotiate.

(v) Opportunity will be given the SWPC Procurement Specialist to make representations to the contracting office in behalf of concerns designated by SWPC for the procurement involved after final bid prices have been received but before final choice of contract placement is made. Copies of abstracts of bids, if available, on procurements in which SWPC participates under (1) (iii) will be furnished at this time to the SWPC Procurement Specialist; if a copy is not available, information will be made available so that the SWPC Procurement Specialist may make his own copy.

(vi) Negotiation and placement of awards will be governed by the factors enumerated in paragraphs (a) to (g) of § 802.223. While the contracting office will endeavor to fulfill the percentage allotment for SWPC designees, and to place contracts with such designees for as great a percentage as is practicable, first consideration shall be, in all cases, that of securing performance or deliveries at the time, in the quantity, and of the quality required by the war program, and nothing in this section shall detract from that consideration. In considering the factor referred to in § 802.223 (g) with respect to small business concerns, the contracting office may determine that the "most effective utilization of the small plants of the nation" will be accomplished, in a particular instance, by the payment of a higher price (when such price is proved to result from a justifiably higher cost) to a capable small plant in need of business as against a lower price bid by another small plant with an ample work-load.

(vii) The SWPC copy of the abstract or information indicated in (v) will be noted as to awards made and signed by the contracting office.

(3) In the event the SWPC Procurement Specialist does not agree with the position taken by a contracting officer on the points enumerated in (1) and (2), or if small firms chosen by the contracting office to receive awards are considered by SWPC as not suitable to receive award under the procurement and the reasons given by SWPC for this decision are not acceptable to the contracting office, reasonable opportunity will be given SWPC, if military urgency permits, to submit the difference of opinion to the chief of procurement of the contracting office for final decision.

(g) *Encouraging subcontracting to small concerns.* (1) In order to promote subcontracting to small concerns, the chief of each technical service will instruct contracting personnel at all levels to bring to the attention of prospective

contractors the policy of the War Department to encourage subcontracting to the greatest practicable degree. The attention of such prospective contractors will be called to the contract clauses set forth in §§ 803.367 to 803.368 of this chapter.

(2) Additional subcontracting to small concerns by existing contractors will be fostered to the degree practicable. When the chief of a technical service or his duly authorized representative determines that increased costs under such additional subcontracts are justifiable, he is authorized to enter into and approve supplemental agreements amending or modifying such existing contracts to provide for the payment of an increased price to the prime contractor to cover the increased costs of such subcontracting. Any such agreement will be made pursuant to the First War Powers Act, 1941, and Executive Order 9001, and may be made without consideration to the Government other than the promotion of the policies stated in Public Law 603, 77th Congress and in subparagraphs (2) and (3) of this paragraph.

(3) The procedures described in subparagraph (2) above will be applied to subcontracts where it appears to be practicable to get a subcontractor to spread his load among more subcontractors.

(h) *Limitations*—(1) *Standardization.* While the SWPC Procurement Specialists will be afforded every practicable assistance in bringing about the further spread of work to smaller plants, consistent with the factors enumerated in paragraphs (a) to (g) of § 802.223, inclusive, standardization programs on items where a flow of replacement parts is a factor will also be taken into account in connection with applying the Small War Plants policy.

(2) *Preventing abuses.* In carrying out the policy of spreading the work to smaller war plants, contracting officers must take precautions to prevent abuse of the preferred position of such plants. For instance, a smaller war plant contractor should not be allowed to subcontract substantially the entire work to a large plant at a lower price and thereby to operate virtually as a contract broker.

(i) *Policy matters in connection with the Smaller War Plants Acts.* Matters of procedural disagreement will be referred to the headquarters of the technical service involved for settlement with the SWPC Procurement Specialist at that headquarters. If such disagreements cannot be settled at that level, reference will be made by the technical service to the Small War Plants Branch, Purchases Division, Headquarters, Army Service Forces. All matters of basic policy relating to prime contracting and subcontracting with smaller plants will be dealt with for SWPC by its Washington headquarters and for the War Department by the Small War Plants Branch, Purchases Division, Headquarters, Army Service Forces. On such matters, contact will be between these offices.

§ 802.226 *Debarred bidders*—(a) *Persons disqualified.* Contracts will not be placed with persons who are on any of the following lists of debarred bidders.

(1) List of bidders debarred from bidding on War Department contracts by reason of violations of the Walsh-Healey Act. (See § 809.916 and following).

(2) List of bidders debarred from bidding on War Department contracts by reason of violations of the Davis-Bacon Act. (See § 809.910 and following.)

(3) War Department confidential list of bidders to whom awards will not be made.

(4) The proclaimed list of blocked nationals which the Secretary of State from time to time publishes listing persons and organizations deemed to be acting directly or indirectly for the benefit of the enemy. (See § 811.1185.)

(b) *Distribution of lists.* The Adjutant General will distribute to the technical services lists of bidders debarred by the Comptroller General by reason of violations of the Walsh-Healey Act or the Davis-Bacon Act and copies of the War Department confidential list of debarred bidders. Copies of the proclaimed list of blocked nationals will also be made available to the chiefs of the technical services.

(c) *Procedures for placing bidders on confidential list*—(1) *Authority.* The Adjutant General will place a bidder upon the confidential list of bidders to whom awards will not be made (i) where the Director, Purchases Division, Headquarters, Army Service Forces, determines that the bidder has been guilty of fraud or attempted fraud against the United States, or (ii) for the duration of the present war, in any instance where the Director, Purchases Division, determines that the best interests of the United States require that contracts be not awarded to the bidder. In recommending that a bidder's name be placed on the list, the chief of a technical service will submit to the Director, Purchases Division, a full report of the specific instances of the bidder's alleged dereliction together with any available evidence relating to the contract concerned and the complaint against the bidder.

(2) *Notice.* If such action has not already been taken, the Director, Purchases Division, will send to the bidder by registered mail, a notice stating (i) that a recommendation has been made that the bidder's name be placed on the War Department's confidential list of bidders to whom awards will not be made, (ii) the specific contract, bid, or action of the bidder as to which complaint is made, and the specific nature of the complaint in reasonable detail, and (iii) that the bidder may make a statement in writing with respect to the complaint on or before a date fixed in the notice. The bidder will not be given access to any evidence in the hands of the War Department, except in the notice and statement required by this subparagraph (2).

(3) *Direction.* The Director may make such investigations and study of the complaint, either directly or through The Judge Advocate General or The Inspector General, as he deems proper. If the Director determines that the bidder's name should be placed on the confidential list, he will transmit to The Adjutant General (i) the complete file, including any statement filed by the bidder, together with the direction to place the bidder's name on this list, and (ii) drafts of notices of the action taken to be sent by The Adjutant General to the bidder, the technical services and the Comptroller General.

§ 802.227 *Policies governing allocation of cutbacks.* The policies set forth in §§ 802.220 to 802.226 will be observed to such extent as may be practicable in connection with adjustments of supply contracts growing out of reductions in the Army supply program (see also §§ 815.103, 815.302).

§ 802.228 *Exceptions.* Upon specific request the Director, Purchases Division, Headquarters, Army Service Forces may grant authority to depart from the policies stated in this subpart. Requests for such authority stating the reasons therefor will be forwarded to the Purchases Division, Headquarters, Army Service Forces. One such specific exemption granted to The Quartermaster General is referred to in QMS paragraph 2–2–3d (29 June, 43).

SUBPART C—CONTRACT PRICE POLICIES

§ 802.230 *Basic objectives.* Policies regarding contract prices have three main objectives: to maintain incentives for efficiency, reductions in costs and maximum production; to obtain fair prices and prevent excessive profits; and to contribute to the control of inflation.

(a) *Incentives.* Increasing shortages in materials and manpower imperatively require that all producers be encouraged to operate at their highest attainable efficiency with the minimum waste or misuse of materials and labor, if maximum production of war equipment is to be reached and maintained. Increased efficiency, improved methods, and lower costs mean better use of available resources and savings in labor, materials and facilities and can be encouraged by making profits depend on efficiency. This requires careful purchasing and contracting to keep prices close enough to costs so that producers must exercise careful management and ingenuity to increase production and decrease costs in order to earn a reasonable profit.

(b) *Profit control.* In spending public money the War Department has the duty to see that its purchases are made at fair prices. In addition, by section 403 of Public Law 528—77th Congress, approved April 28, 1942, and amended October 21, 1942, the War Department is directly charged with the responsibility for preventing and eliminating excessive profits on its contracts and on subcontracts thereunder. In many cases, skillful and careful negotiation of contracts will prevent excessive profits from accruing and make their renegotiation unnecessary.

(c) *Inflation.* For many types of military commodities ordinary methods of price control by maximum price regulations, formulas and ceilings become extremely complex and difficult to administer, and divide procurement responsibility. At the request of the War and Navy Departments the Office of Price Administration has agreed to refrain from further extending its price control over strictly military items, and in return the War and Navy Departments have undertaken the responsibility for maintaining control of prices in this limited exempted area. (See § 811.1131 (c)).

§ 802.231 *General policy*—(a) *Sound pricing.* The three objectives stated in § 802.230 are all closely related and must be handled accordingly. In order to promote efficiency and prevent inflation, it is vitally necessary to obtain sound contract prices reasonably close to costs, since recapture of profits for past periods on renegotiation will not operate to control costs or inflationary tendencies. This requires effective purchasing and price supervision to obtain well-negotiated original contracts. The chief of each technical service will see that this policy is implemented and followed in his service. This will require the use of appropriate contracts and contract provisions (discussed in this subpart), adequate methods of negotiation (discussed in Subpart D of this part) and effective price supervision (discussed in Subpart E of this part).

(b) *Relation to contract placement policies.* This basic policy of emphasizing the price element in negotiating contracts, stated in the preceding paragraph, is not inconsistent with the relatively minor importance of price in selecting contractors, stated in § 802.223 (g). The selection of a contractor for a particular contract from among the qualified producers is based primarily on policies regarding speed and quality in performance and efficient use of manpower, materials and facilities. (See § 802.223 (a) to (g).) In making this choice among producers the price of a particular producer as compared to other available producers is considered as less important than these other policies. When these other policies are satisfied by several producers, however, choice is based on comparative price. Moreover, the price to be fixed in the contract with the producer selected on these bases is vitally important. The fact that the war program requires that contractors be selected on bases other than comparative prices, makes it especially necessary to have sound methods of negotiation and price supervision to ensure that the contract prices agreed upon with such contractors will be close enough to their costs to encourage efficient operations, to prevent excessive profits and to restrain inflationary influences.

§ 802.232 *Cost-plus-a-fixed-fee contracts*—(a) *Disadvantages.* Fixed-fee contracts have the following disadvantages:

(1) The fixed-fee contract does not encourage efficiency to the same extent as the well-negotiated fixed price contract. While the fixed-fee contractor is obligated to perform in an efficient manner, he does not have the same direct financial inducement to economize in the use of materials, machinery or manpower, or to keep down material and labor costs, or to use ingenuity and inventiveness in finding substitutes and improvements.

(2) Such contracts require uneconomical use of executive, auditing and administrative personnel, both by the Government and the contractor, in checking and rechecking vouchers, in auditing and allocating costs and in adjusting accounting questions.

(3) The financial pressures which restrain a fixed price contractor in competing for labor and accumulating inventories do not apply to the same extent to the fixed-fee contractor.

(b) *Use discouraged.* For the foregoing reasons supply contracts will be made on a cost-plus-a-fixed-fee basis only if no practicable alternative exists. Difficulties in estimating costs with reasonable accuracy because of possible future fluctuations in material or labor costs should not be regarded as an adequate reason for using this type of contract. Even the unfamiliarity of the contractor with the manufacturing process involved, as in the case of new, experimental or developmental articles, does not necessarily justify the use of the fixed-fee contract. For instance, the experience of other manufacturers may often provide sufficient basis for estimating costs and fixing the price, or a fixed price contract may be used with provision for redetermination or for upward or downward price revision, as soon as costs become known and reasonably stable.

(c) *Conditions on use.* In the exceptional cases where the cost-plus-a-fixed-fee form is used for a supply contract the following conditions will be met:

(1) When the contractor is to be reimbursed for substantially all its costs, the fixed fee represents essentially profit without risk. It should be determined not by the amount of the estimated cost but by the extent and nature of the work supervised or the services to be performed by the contractor. Thus in fixing the fee consideration should be given, among other things, to whether the work or production involved is complicated or simple, the turnover slow or rapid, how much or little of the work will be subcontracted, and how extensive or difficult the duties of the prime contractor will be in supervising the subcontracted work.

(2) Whenever feasible, the contract will include a provision for conversion of the contract as soon as practicable to a fixed price basis related to the costs during the early part of the contract. (See § 812.1225).

(3) If conversion to a fixed price basis is not feasible, consideration will be given to inclusion of a provision for upward or downward adjustments in the fee based on efficiency after a test period. (See § 812.1226).

(4) The article for statutory renegotiation of the fixed-fee will be included in accordance with § 812.1208 (b).

(5) In no case will the fixed-fee exceed the statutory maximum of 7% for supply contracts.

(d) *Construction contracts.* Whenever feasible, construction contracts will be made on a fixed price rather than a fixed-fee basis.

(e) *Existing contracts.* (1) Whenever feasible, existing cost-plus-a-fixed-fee contracts will be amended to convert them or provide for converting them to a fixed price basis as soon as practicable. Special effort to obtain such conversions will be made because the change offers an opportunity to obtain more efficient production or appears otherwise to be of special advantage to the Government. Ordinarily, such conversion will take place by supplemental agreement substituting for the cost-plus-a-fixed-fee contract a fixed price contract covering the whole performance of the contract, effective retroactively to the beginning of the performance. Such a retroactive conversion will assist in avoiding complicated and time consuming allocations of costs, inventory and preparatory expense. However, in appropriate cases conversions may be made effective from some stated point in the performance of the cost-plus-a-fixed-fee contract.

(2) One purpose of the War Department in converting cost-plus-a-fixed-fee contracts to a fixed price basis is to develop lower prices and costs and greater efficiency in the utilization of manpower and capacity, not only under the contract which is being converted but also under future contracts for similar products. The policy of pressing for conversions is based upon the premise that a fixed price contract gives the contractor maximum incentive to achieve more efficient operations during the balance of the contract. Consequently, such conversions will be made only where a substantial portion of the contract remains to be performed, unless the prior approval of the Director, Purchases Division, Headquarters, Army Service Forces, has been obtained in the particular case.

(3) The circumstances of such conversions will obviously vary and accordingly the considerations to be taken into account in determining a fixed price at which the contract is to be performed cannot be prescribed in specific terms applicable to each case. Essentially, however, the problem of converting the cost-plus-a-fixed-fee contract to a fixed price basis is no different from the original fixing of price and terms under any fixed price contract and Government representatives, in determining a fixed price, will be expected to give weight to the general factors relating to pricing ordinarily employed in connection with a fixed price contract as discussed in Army Service Forces Manual M–601, "Pricing in War Contracts."

(4) Although the probability is that a fixed price, properly determined, will result in lower expenditure by the Government than on the cost-plus-a-fixed-fee basis, in some instances it may be to the interest of the Government, to press for the conversion of cost-plus-a-fixed-fee contracts for various reasons other than expected monetary saving. Indeed, in view of the present shortages of manpower and of some material, in some cases the amount of the proposed fixed price may not be the principal factor to be taken into account.

(5) Among the considerations that obviously must be given weight in determining the fixed price arrangement in connection with a conversion are the following:

(i) In cases where the supplemental agreement provides one fixed price for all the deliveries under the contract, retroactive to the beginning of the contract, the analysis of the fixed price, should include a consideration (together with all other relevant factors) of the estimated average costs over the life of the contract, giving due weight to past costs and to estimated future costs. In determining estimated average costs full weight will be given to the decline in costs normally to be expected as production experience is gained (see subdivision (vi) below).

(ii) In cases where the supplemental agreement provides a schedule of different prices for various sections or periods of deliveries, the objective should be to include in the price set for any past period an amount not in excess of a reasonable estimate of the allowable costs and fee properly to be allocated to the units completed or services rendered in that past period. It is recognized that a precise allocation of costs and fee in this connection may not be practicable without an unreasonable amount of accounting and auditing which is not necessary in view of the conversion to a fixed price basis. Accordingly, the objective above mentioned must be attained in many cases on the basis of reasonable approximations and estimates and no physical inventory or audit need be made for the purpose of achieving a precise allocation.

(iii) Any schedule contained in the supplemental agreement providing for different fixed prices for various sections or periods of deliveries should give due consideration to the variations in cost which are expected to take place during the life of the contract. Such schedules should also reflect the decline in costs normally to be anticipated as experience in production is gained. If, in fixing such a schedule of prices, starting and learning costs are allocated to the earlier periods of the contract, such costs obviously should not be taken into account in fixing the prices which the schedule provides will be paid for later periods of production.

(iv) The prices set under any supplemental agreement for converting to a fixed price basis should be fair and reasonable in the light of all the circumstances. It must be borne in mind that prior to the conversion the contractor's costs in substance have been guaranteed by the Government and that under the fixed price contract the contractor assumes additional risks which may properly be given consideration in fixing the price under the converted contract. Any weight given to such additional risks should not be greater than is warranted by the additional risks in fact assumed by the contractor. Also, full recognition should be given to the probability that operations on a fixed price basis will be conducted on a more efficient basis, with consequent lower costs to the contractor. For example, most manufacturers recognize that their labor may become more efficient under a fixed price contract than when operating under a cost-plus-a-fixed-fee contract.

(v) Various contract provisions, frequently included in fixed price contracts, tend to reduce the additional risks assumed by the contractor upon converting to a fixed price basis as, for example, where a periodic pricing article or other price adjustment provision is used. In determining the fixed price, due consideration will be given to the effect of any such contract provisions, if included in the converted contract, as well as to the various pricing factors mentioned at page 7 of Army Service Forces Manual 601, "Pricing in War Contracts."

(vi) Assistance should be obtained from such evidence as may be available as to the historical costs on the cost-plus-a-fixed-fee contract prior to the date of the proposed conversion. However, such costs are frequently misleading (*a*) because of distortion by high starting and learning expenses and, in any event, are difficult to translate into unit costs without careful analysis, and (*b*) in view of the general tendency of costs to decline sharply with the greater efficiency obtained in the later stages of a contract. On this account greater weight should be given to the historical cost experience, most recent at the time of the conversion, than to the costs for earlier periods of the contract. In any instance, historical costs should be regarded only as a starting point in predicting the future costs under the contract and in the problem of price analysis.

(vii) In all cases where such data can be obtained, consideration should be given to prices paid to the same contractor and to others for comparable supplies under other fixed price contracts. Such data frequently provide a safer basis for price analysis than the historical costs of the particular contractor.

(viii) Where conversions are to be effective only with respect to deliveries after a stated date, care should be taken to fix the price on deliveries after that date on a basis which will not tend to duplicate payments for work in process the cost of which has been or will be reimbursed on the cost-plus-a-fixed-fee basis. Attention is directed to the fact that this type of conversion will ordinarily require fixing of a price upon materials on hand at the time of the conversion for transfer to the contractor.

(6) To ensure adequate analysis of such conversions the procedure set out in § 803.306 (e) will be followed.

(7) Where a conversion takes place by an agreement fixing a price retroactive to the beginning of the performance, action taken by the contractor in conformity with the cost-plus-a-fixed-fee contract as in force prior to the conversion (and proper when taken) need not be revised in the supplemental agreement to make it consistent with the fixed price basis; as, for example, purchases and dispositions of property for Government account, shipments of property on Government bill of lading, etc. All such actions, however, will be given consideration in determining the appropriate fixed prices to be set.

§ 802.232a *Time and material or labor-hour contracts.* The buying of articles or services on the basis of (1) direct labor at specified hourly rates, which rates are intended to include wages, overhead and profit, and (2) material at cost, is usually referred to as the time and material or labor-hour system of purchasing. The system was developed primarily for use in those situations where it was not possible at the time of placing the order or contract to estimate accurately the amount or duration of the work or to anticipate costs with any substantial accuracy, and has been employed to some extent in the procurement by the Army or by cost-plus-a-fixed-fee contractors of (i) engineering and design services in connection with production of supplies, (ii) the engineering, design and manufacture of dies, jigs, fixtures, gauges and special machine tools, (iii) repair work of various kinds, and (iv) outside work on regular production in emergency cases.

(a) *Use discouraged.* In the light of present procurement conditions and the cost experience now accumulated the necessity for the use of this system either in direct procurement or in purchases by cost-plus-a-fixed-fee contractors has been greatly reduced. The chiefs of the services will cause the use of this system of purchasing to be restricted to those situations where no practicable alternative exists.

(b) *Conditions on use.* In the restricted situations where this system is permitted to be used, the chiefs of the services will assure that reasonable precautions are taken to prevent the abuses to which it is susceptible. In this connection it is important that particular care be exercised to select firms of known integrity and efficiency and that the use of complete, clear and definite orders or contracts be insisted upon. Adequate control will also require that all time and material or labor-hour purchase orders or contracts issued by a cost-plus-a-fixed-fee prime contractor be approved or ratified by the contracting officer.

(c) *Adequacy of contract provisions.* In determining the adequacy of the provisions of any such orders or contracts where their use is permitted, consideration of the following basic elements will be helpful:

(1) *Labor.* Only direct labor should be included in the billing and the types of labor or work to be included in the category of direct labor should be specified. It should also be specified that the time of non-productive personnel will not be included in direct labor. The time of partners, officers, supervisors, foremen, clerks, typists, timekeepers, material handlers, stockroom employees, tool crib attendants, cleaners, janitors, maintenance men, packers, watchmen, truck drivers, and receiving and shipping employees, would normally be considered as non-productive work.

(2) *Hourly rate.* Separate rates should be specified for (i) engineering and design, and (ii) manufacturing and construction work. Separate rates should also be quoted for normal time, overtime and double time work where overtime and double time are necessary.

(3) *Costs of materials.* The materials for which reimbursement is to be made should be adequately specified and should be billed at cost and without the addition of any so-called handling charge or profit. For example, it may be specified that material cost will include only raw materials and fabricated parts entering directly into the products; that purchases made specifically for the contract may be charged at their actual price; that materials withdrawn from stores may be charged at cost under any recognized method of pricing conforming to sound accounting practices and consistently followed; and that incoming transportation charges may be included. Provision should be made for a reduction in cost of materials for cash and trade discounts, rebates and allowances and the value of resulting scrap, where the amount of such scrap is appreciable.

(4) *Overtime.* In order to prevent excessive overtime and double time a provision having substantially the effect of one of the following should be employed:

(i) Vendor (the person or firm with whom the time and material or labor-hour order is placed) should covenant that the amount of overtime and double time used on the work will be fair and reasonable and will be in accordance with the exigencies of the particular job. (This will support any claims on account of excess overtime developed by an audit.)

(ii) The vendor should specify the maximum amount of overtime and double time, if any, which he anticipates will be required for the job and should agree that this amount cannot be exceeded without the prior written approval of the contracting officer or contractor, as the case may be, placing the order.

(iii) The vendor should agree that no overtime or double time may be used on the work without the prior written approval of the contracting officer or contractor, as the case may be, placing the order.

(5) *Subcontracting by the vendor.* The vendor will not be permitted to derive any profit on account of subcontracting a portion of the work. Where subcontracting is contemplated or is to be permitted, it should be provided that the amount billed on account of such work will neither exceed the amount charged therefor by the subcontractor nor the rates for such work regularly agreed upon between the vendor and the subcontractor. In order to control the amount of subcontracting, provision may be made that the vendor cannot subcontract any portion of the work in excess of a stated percentage without the prior written approval of the contracting officer or contractor, as the case may be, placing the order. Provisions should be made that there can be no subcontracting by a vendor at an hourly rate which exceeds the vendor's hourly rate, without the prior written approval of the contracting officer.

(6) *Records.* Provision will be made that the vendor will maintain detailed, complete and accurate accounting records on a job order basis; that the hours of labor will be supported by individual daily job time cards preferably signed by the workers performing the services and in all cases by evidence of actual payment; that material charges will be supported by paid invoices or storeroom requisitions; and that the records will be preserved for a period of at least three years.

(7) *Invoices.* A contractor placing a time and material or labor-hour order should require the vendor to support all invoices by a certificate that the amount billed is correct and just. In this connection, a contractor placing such an order may be required to furnish a supporting certificate that the prices stated in the invoice are fair and reasonable, or are not excessive.

(8) *Audit.* Provision should be made that the representatives of the Government and the contractor placing the order, or either of them, will be permitted to inspect and audit the books and records of the vendor and will have the right to determine the correctness and propriety of the costs charged. Provision should also be made that any overcharge found will be promptly refunded.

(9) *Excessive use of unskilled labor.* The vendor may be required to covenant that employees used on the work will be on the average be as efficient as the average for the departments of his plant concerned.

(d) *Ceiling price.* In any case or class of cases where the chief of the service is of the opinion that the use of a ceiling price will be effective and practicable in reducing costs, a provision should be incorporated in such contracts or orders that payment will be made on a time and material basis but not in excess of a stated maximum figure.

(e) *Definite hourly rate.* A definite hourly labor rate must be stated at the time of issuance in all orders intended to be priced on a time and material or labor-hour basis. In the exceptional emergency cases where work must be started before the rate is agreed upon, the complete confirming order must be issued as soon as possible and in any event prior to completion of a substantial portion of the work.

(f) *Audit manual.* Reference to the Manual for Administrative Audit of Time and Material Vendors' Charges, prepared by the Office of the Fiscal Director, will be helpful in the consideration of effective control measures in particular cases. Copies of this Manual may be obtained by addressing a request to the Publication Section, Administrative Division, Office of the Fiscal Director, Headquarters, Army Service Forces, Washington 25, D. C.

§ 802.233 *Fixed price contracts*—(a) *Advantages.* The ordinary fixed price contract without provisions for adjustment gives a contractor maximum incentives for efficiency if the original price is well negotiated. It is generally suitable for contracts of reasonable duration for standard articles made by an experienced producer. It should be used wherever conditions permit.

(b) *Limitations.* Under war conditions, however, the ordinary fixed price contract is not practicable for certain types of cases:

(1) When the articles required are new, experimental or developmental, or unfamiliar to the contractor, the lack of cost experience may prevent the setting of a fair price when the contract is made.

(2) Even where cost experience exists, shortages of materials, priorities and allocations and changes in the quantities and rates of delivery may seriously affect the costs during performance of the contract.

(c) *Adaptation to war conditions.* To meet these and other situations and to facilitate the use of the fixed price contract, various provisions and policies have been developed, including the following:

(1) Termination articles.
(2) Financing provisions.
(3) Price adjustment based on production experience.
(4) Provisions to assume specific risks and for short-term pricing.
(5) Periodic adjustment of price and exemption from renegotiation.
(6) Adjustments and relief, without contract provisions, under the First War Powers Act.

These provisions and policies are intended to adapt the fixed price contract to war conditions, to minimize the risks of the contractor from unpredictable contingencies, and to facilitate obtaining contract prices close to costs. To the extent that the risks of unpredictable contingencies are reduced, the contractor does not need reserves or allowances against them in his price.

§ 802.234 *Termination article.* The risk of loss from termination of the contract, either for a change in the procurement program or upon cessation of hostilities, would deter contractors from making fixed price contracts or would require large allowances in the price to protect against this risk. The termination article is designed to remove this risk of loss by guaranteeing the contractor payment for all proper expenditures and costs in connection with the contract and an appropriate allowance for profit on the unfinished work in process, and by providing for expeditious settlement and payment of the amounts due. (See § 803.324). These provisions reduce to the minimum any hardships on contractors resulting from necessary adjustments and reductions in the supply program.

§ 802.234a *Unusual circumstances.* On rare occasions, in connection with an initial contract with a contractor for a particular product or type of construction, involving a long period of preparation for the performance of the contract or unusually large development and planning costs, unusual circumstances may give rise to the request that the contractor be given special protection against loss through termination for the convenience of the Government at an early stage of the performance of the contract. In such cases, a full statement of the facts and a draft of any special contract

provisions recommended will be submitted through the chief of the technical service negotiating the contract, to the Director, Purchases Division, Headquarters, Army Service Forces, for approval.

§ 802.235 *Financing provisions.* Lack of working capital or difficulties in financing would discourage contractors from undertaking fixed price contracts and necessitate the use of cost-plus-a-fixed-fee contracts. To overcome this, the War Department has arranged various methods of assisting contractors and subcontractors in financing war business. Three of these are (1) partial payments, (2) advance payments, and (3) guaranteed loans. The principles and purposes governing the use of these financing methods are discussed in §§ 803.319 to 803.321, 803.330 and 803.331 of this chapter. Other arrangements have been provided to assist with the financing and construction of plant facilities expansion. These are discussed in Part 810 of this chapter. Finally, the right to assign government contracts as security for financing is dealt with in § 803.390.

§ 802.236 *Price adjustment provisions*—(a) *Price adjustment based on production experience.* To adapt the fixed price contract to cases where the lack of experience with production of a new or unfamiliar article makes dependable estimates of costs and prices impracticable, several types of clauses have been developed to permit the fixing of a tentative price with provision for adjusting or fixing the price after part performance has supplied the necessary cost data. These clauses, discussed in Subpart B of Part 812, make the use of the cost-plus-a-fixed-fee contract unnecessary in such situations. For cases where the fixed-fee contract cannot be avoided, clauses are provided for converting it to a fixed price basis after part performance or for relating the fee to efficiency in production in order to minimize the disadvantages of this form of contract. (See Subpart B, Part 812).

(b) *Provisions against specific risks.* Normally contractors attempt to protect themselves against risks which will increase the cost of performance by allowances in their prices. Under war conditions, certain risks affecting the costs of performing war contracts, especially those of long duration, are particularly difficult to predict. If contingency allowances to cover them were permitted, it would make prices unreasonably high and reduce the incentives for efficient operation. Accordingly, it is the policy of the War Department to reduce the necessity for such contingency allowances in fixed price contracts as much as possible by contract provisions assuming certain unpredictable risks not subject to the contractor's control. Various contract articles of this type are discussed in Subpart C of Part 812. In return for the benefits of these provisions, the contractor will be required to eliminate from his price the allowances or reserves which would otherwise be needed to protect against these risks.

(c) *Short-term pricing.* These uncertainties as to future conditions can also be minimized by fixing prices for limited periods only. For commodities which do not involve a long period of production or planning, this can be done merely by making short-term contracts. Where longer contracts are necessary for production or other reasons, similar benefits can be obtained by providing for revising the price for future deliveries after a reasonable period. Such articles are discussed in Subpart C of Part 812.

(d) *Periodic adjustment of price and exemption from renegotiation.* The accumulation of more experience and data covering production and costs has made feasible a new type of contract combining (1) periodic adjustment of price at regular intervals during the life of the contract (compare paragraph (c) of this section) with (2) provision for exemption from renegotiation if the adjusted price is sufficiently low. It is designed to unite maximum incentives for efficient production with adequate control of profits and prices, by giving the contractor firm prices without commitments of too long duration. This type of contract is discussed in Subpart D of Part 812.

§ 802.237 *Adjustments without contract provisions.* Paralleling the contract provisions for price revision discussed under § 802.236, and necessary to complete the price program, are the policies regarding price adjustments and other relief under Title II of the First War Powers Act and Executive Order No. 9001 in the absence of contract provisions. Thus where a contractor, who has kept down the contingency allowances in his price, suffers some unexpected risk or event, it may often be equitable and in the interests of the Government for it to adjust the contract price or other terms by supplemental agreement so as to assume some or all of any resulting increases in costs. By granting such relief to contractors in appropriate cases, either with or without consideration, the Government will reduce the necessity for large allowances in prices and encourage greater cooperation by contractors. The application of these policies is discussed in Subpart E of Part 812.

§ 802.238 *Policies on certain special items of cost*—(a) *Amortization.* Under section 124 of the Internal Revenue Code, contractors who construct or acquire facilities necessary for the war effort are allowed under certain conditions to amortize the cost of them for tax purposes over a period of sixty months instead of the longer period of normal depreciation. This special tax credit was provided by Congress in order to encourage contractors to provide such facilities from their own funds rather than at Government expense. In view of this purpose, it is essential that in negotiating contracts involving the use of such facilities, the expense of such facilities be not passed on to the Government and that the price be fixed on the basis of only normal depreciation on the facilities and not at the accelerated rate of amortization permitted for tax purposes by section 124. In other words, the contractor may not treat the amortization at the accelerated rate as a cost against war contracts, but must provide for the excess over normal depreciation from his normal profit; this the tax credit greatly facilitates by leaving a larger net profit after taxes available for this purpose. Where the contractor desires the contract price to provide for a larger amount of the cost of such facilities, the Government is in effect paying for the facilities to the extent of the additional amount included in the contract. In such cases the contract must state the amount so included in the price and must contain suitable provisions to protect the interests of the Government in the facilities in accordance with § 810.1007 and following.

(b) *Reconversion and storage.* (1) In appropriate cases, the cost of converting plants to war production, including the removal of existing equipment and incidental building alterations, may be included in cost and therefore in the contract price and the contract may provide for payment, on termination of production for the Government, of the costs of removing Government-financed machinery and equipment, and of preparing it for storage and shipment.

(2) The Government will not bear either directly or indirectly, however, any part of the cost of reconverting the contractor's plant to commercial production (including installation of privately-owned machinery and equipment) or the cost of storing such machinery and equipment during the period between conversion and reconversion. This policy applies to all types of contracts, whether facilities contracts, cost-plus-a-fixed-fee contracts or fixed price contracts. It does not, however, prevent giving a contractor, in exceptional cases where fairness so requires, special protection against loss through early termination of the contract in accordance with § 802.234a.

SUBPART D—NEGOTIATION OF CONTRACTS

§ 802.240 *Method of contracting*—(a) *By negotiation.* Except as provided in paragraph (b), all contracts and purchases made by the War Department will be made by negotiation under authority of the First War Powers Act, 1941, and Executive Order No. 9001, and in accordance with these procurement regulations. While this act and Executive order are construed to embody all the authority conferred by sections 1 (a) and (b) of the act of July 2, 1940 (Public Law No. 703, 76th Congress), as extended, the earlier act may also be cited as authority for contracting in appropriate cases if desired (see § 802.204 (a)).

(b) *By formal advertising.* When authorized by the Director, Purchases Division, Headquarters, Army Service Forces, contracts may be placed by formal advertising instead of by negotiations if deemed necessary in the interests of the Government.

(c) *Aids to negotiation.* Sound purchase control requires that the original contract be well negotiated on the basis of reliable cost experience and close estimates. To do this, all available information and aids to negotiation must be used as effectively as possible. This section deals with some of the methods and data which will assist such sound negotiation of contracts.

§ 802.241 *Methods of negotiation*—(a) *General rule.* Subject to specific provisions of these regulations, the chief of each technical service may determine the methods of negotiation to be followed by his service. Any method which, in the judgment of the chief of the technical service concerned, will result in the most efficient award of contracts and will protect the interests of the Government, is hereby authorized. Such methods may include not only face to face dealing but also informal written bids or telephone quotations, but the request for any such bids or quotations will clearly indicate that it is made undr the authority of the First War Powers Act, 1941.

(b) *Decentralization.* The chiefs of the technical services will decentralize to their field agencies the actual work of negotiating contracts to the greatest extent consistent with efficiency and proper safeguarding of the public interest.

§ 802.242 *Use of informal bids.* Where consistent with the required speed of war procurement, notification of the proposed procurement will be given to a reasonable number of qualified producers and suppliers, and quotations secured from them.

§ 802.243 *Contractors' proposals*—(a) *Information to be furnished by contractors; methods of obtaining it.* (1) In simple procurements for small amounts where effective competition exists and where it is, accordingly, expected that awards will be made to the lowest bidders (subject to the principles set forth in Subpart B of this part), information to be obtained from contractors may ordinarily be confined to quotations of prices. These quotations are frequently invited on W. D. Contract Form No. 5, § 813.1317d.

(2) In other cases—where the procurements are complex, or are for large amounts, or are to be carried out in the absence of effective competition—additional information is ordinarily required in order to base a judgment as to the awards. Detailed contractors' proposals are an important method of obtaining such information. As a general rule, such proposals should contain the following types of data:

(i) Separate quotations for the basic (or major) item, essential extra parts and assemblies, initial and extra equipment, and the costs of additional facilities required by the contractor.
(ii) Proposed delivery schedule.
(iii) Summary of the approximate number, amount and extent of completion of other outstanding Government contracts.
(iv) Itemized estimate of costs of production with adequate explanation of the basis used for allocating overhead, etc.
(v) Statement showing the cost experience for the same or similar items under other recent contracts.
(vi) Statement as to labor needs and supply, contemplated hours of work and number of shifts.
(vii) Contemplated method of financing the contract.
(viii) Statement of material to be furnished by the Government and disposition of scrap therefrom.
(ix) Summary of types and extent of subcontracting.
(x) Requirements for additional equipment and facilities.
(xi) Statement of any optional clauses desired in the contract.
(xii) Statement in detail of taxes included in the price and their estimated amount, and of any taxes to be excluded from the price for which contractor will claim reimbursement or a tax exemption certificate.

(3) Contractors' proposals are particularly useful when presented on standardized proposal forms. These proposal forms assist in obtaining all necessary information from the contractor at the same time, and facilitate the comparison and evaluation of proposals from several producers by insuring a uniform basis of statement. They facilitate selection of the appropriate contractor in accordance with Subpart B of this part and provide a basis for negotiation with the contractor in accordance with this Subpart.

(b) *Standard proposal forms prescribed for use in certain cases.* (1) In conformity with subparagraphs (2) and (3) of paragraph (a) above, certain standard proposal forms have been prepared in collaboration with the technical services and published as War Department Standard Procurement Forms (No. 1—Request for Proposal, No. 2—Contractor's Proposal, and Instructions for Filling Out Standard Procurement Form No. 2, § 813.1327).

(2) Whenever, in the opinion of the technical service involved, detailed cost or price information is necessary or desirable as an aid to the adequate negotiation of contracts for supplies (other than construction), the technical service will use the Standard Procurement Forms for this purpose. Except as permitted under subparagraph (3) below, the Standard Procurement Forms will be used in all such cases without deviation or addition, and no substitute or supplementary proposal forms will be used. Where necessary, however, information obtained through use of the Standard Procurement Forms may be clarified or amplified through correspondence or personal negotiation.

(3) Upon request and justification by the technical service involved, the Director, Purchases Division, Headquarters, Army Service Forces, may, in particular cases or classes of cases, permit deviations from or additions to the Standard Procurement Forms, or otherwise grant partial or complete exemptions from the requirements of subparagraph (2) above.

(4) The Standard Procurement Forms have considerable internal flexibility. The procurement office is required, by the terms of Form No. 1, to select and specify (within established limits) the data which the prospective contractor is requested to furnish on Form No. 2. Thus the procurement office has latitude to accommodate the Forms to the necessities of particular procurements; for example, it may relieve the contractor of the task of compiling data which are not pertinent to the procurement, or which are already known to the procurement office.

§ 802.244 *Purchase analysis*—(a) *Price comparison.* Comparative prices for similar items compiled in accordance with § 802.251 will be made available to contracting officers for use in negotiating new contracts. The prices offered for new contracts should be carefully compared with previous prices for similar items, making allowance for improved methods, rates of production, type of facilities and other factors. Where proposals are obtained from several producers they should be similarly compared with each other.

(b) *Renegotiation information.* The chief of each technical service will insure that contracting officers make regular use of studies and other information compiled by the price adjustment and cost analysis sections and useful in negotiating with contractors, such as data on volume of business, the policies regarding overhead and reserves, rates of profit and other material. (See § 802.252.)

(c) *Cost analysis.* When the prices or cost estimates submitted by a producer are out of line with previous experience or other proposals and use of his facilities is necessary or desirable in accordance with the policies stated in Subpart B of this Part, an analysis of the contractor's costs should ordinarily be made in order to find the causes of the higher costs or prices. Likewise where prices or cost estimates of a producer for an unfamiliar item are so low as to indicate mistakes in the estimates, a similar study should be made. Such study and analysis should be limited to the minimum necessary to obtain the required information and should be made with the least possible inconvenience to the producer (see § 802.253).

(d) *Check lists.* Orderly and speedy negotiations are facilitated by the use of standard negotiation check lists. Such forms should be designed to indicate the information to be obtained from the contractor and from other sources and the methods to be used in evaluating this material and in arriving at the final contract terms.

§ 802.245 *Special clauses.* The contracting officer should consider in each case whether use of any of the various articles for price adjustment discussed in Subpart C of this part and in Part 812 of this chapter is desirable. When such articles are used, the contracting officer will satisfy himself that the original price is sufficiently reduced, by eliminating or reducing contingency reserves and by lower profit margins, to justify the Government in agreeing to such adjustment provisions in favor of the contractor.

§ 802.246 *Compulsory purchases.* Where a fair contract cannot be obtained by voluntary negotiation, it may be necessary to resort to compulsory methods.

(a) *Mandatory orders.* Under section 9 of the Selective Training and Service Act of 1940 a mandatory order may be placed with any producer to require him to supply any item of the nature and kind

usually produced or readily capable of being produced by him, for a fair and just compensation. While the general use of such orders is not favored, they should be resorted to where necessary after patient negotiations have failed. Thus where a qualified producer refuses to make a contract upon terms which in the opinion of the contracting officer are fair, the chief of the technical service may request the issuance of a mandatory order to the producer. Such requests will be forwarded to the Director, Purchases Division, Headquarters, Army Service Forces, and will state the reasons for the request.

(b) *Requisitioning.* When needed articles are already in existence, but cannot be bought after reasonable negotiations, they may be obtained by requisition in accordance with Part 814 of this chapter.

§ 802.247 *Assistance by Headquarters, Army Service Forces.* The Purchase Pricing Methods Branch, Purchases Division, Headquarters, Army Service Forces, will assist any service in preparing standard forms for proposals by contractors, evaluation sheets or check lists and other aids to effective negotiation.

§ 802.248 *Purchasing by prime contractors*—(a) *Purchasing methods of cost-plus-a-fixed-fee contractors.* Cost-plus-a-fixed-fee contractors should ordinarily make their subcontracts and purchases by negotiation rather than by formal advertising. In connection with such negotiations, they will obtain informal quotations from qualified suppliers whenever feasible, but evidence of formal competition will not be required in connection with such agreements unless the contracting officer directs otherwise.

(b) *Adjustment of prices and terms of subcontracts and purchase orders under cost-plus-a-fixed-fee contracts.* (1) The cost-plus-a-fixed-fee contractor is obligated to procure materials and services at the most advantageous prices possible, with due regard to securing prompt delivery and satisfactory performance. Under some circumstances, commercial concerns find it necessary or desirable and advantageous to adjust the price or terms of an outstanding subcontract or purchase order, without legal consideration, for the benefit of the supplier. By permitting cost-plus-a-fixed-fee contractors to make similar adjustments in appropriate cases in accordance with this regulation, it is believed that they will be able to buy from their suppliers at closer prices in the first instance and that the maximum use of available facilities through subcontracting will be maintained.

(2) In order expressly to authorize such adjustments in accordance with this regulation, the chief of a technical service may include in any cost-plus-a-fixed-fee contract substantially the following provision:

With the approval of the Contracting Officer, the Contractor may modify a subcontract or purchase order under this contract to increase the price or extend more favorable terms to the subcontractor. The chief of a technical service may amend any existing cost-plus-a-fixed-fee contract to include this provision whenever in his opinion such action will be advantageous to the Government and will facilitate the prosecution of the war.

(3) It has been determined that it will facilitate the prosecution of the war to permit cost-plus-a-fixed-fee contractors to increase the price or to make other adjustments in the terms of a subcontract or purchase order, without legal consideration therefor, pursuant to the contract provision authorized by subparagraph (2) above, whenever the contracting officer specifically determines:

(i) That the price increase or other adjustment is necessary or desirable in order to continue or increase satisfactory production of essential supplies or to ensure their timely delivery; or

(ii) That fair and equitable dealing with the subcontractor or supplier in accordance with sound business practice requires such price increase or other adjustment; or

(iii) That the maximum use of available facilities through subcontracting will be thereby facilitated or encouraged; or

(iv) That the contractor through following such a policy will be enabled to buy from its suppliers and subcontractors at closer prices in the first instance.

(4) The contracting officer may approve any such increase in price or other adjustment in the terms of a subcontract or purchase order without legal consideration only if, in the light of all the facts and circumstances in the particular case, he makes the determination required by subparagraph (3) above. Whenever any such adjustment is approved, the contracting officer shall prepare and file a brief memorandum of the circumstances involved in the reasons for his approval, and shall forward a copy of this memorandum to the chief of the technical service concerned. Upon any such adjustment in the price or terms of a subcontract or purchase order, the contractor shall be reimbursed on the basis of the adjusted price or terms.

(5) As used herein the term "cost-plus-a-fixed-fee contract" includes a provision in a fixed-price contract for procuring facilities for the account of the Government at cost (see § 803.332), and the term "contractor" includes the contractor operating under such a provision.

SUBPART E—PRICE SUPERVISION

§ 802.250 *General policy.* For the reasons stated in § 802.230, the War Department is responsible for supervising and controlling the prices of all supplies and equipment procured and of the various items and services entering into the costs of these supplies and equipment to insure that such prices are reasonable and not excessive. This subpart deals with the performance of this responsibility by the services.

§ 802.251 *Price analysis*—(a) *Functions.* The chief of each technical service will maintain within his service appropriate agencies to perform the following price analysis functions:

(1) To assemble, analyze, interpret and disseminate price data for all important items procured by the technical services and for important component items entering into the costs of such items;

(2) To prepare special price analysis reports for procurement officers; and

(3) To compile and maintain comparative price records and indices for such items and their important components.

(b) *Sources of data.* In performing their functions, price analysis agencies will make use of the following types of information:

(1) Contract prices for similar items, which will be compiled on a comparable basis with respect to the basic (or major) item, essential extra parts and assemblies, initial and extra equipment, Government furnished equipment and scrap salvage.

(2) Cost estimates and other relevant data from proposals submitted by contractors.

(3) Analyses of the effect of major production and engineering problems on prices and costs.

(4) Prices paid for important subcontracted items. (See § 802.254.)

(5) Breakdowns of costs of subcontractors and sub-subcontractors based on production experience.

(6) Balance sheets and operating statements and similar data for contractors and subcontractors from price adjustment sections and financial services.

(7) Information from other Government agencies such as the Office of Price Administration. (See §§ 811.1130 to 811.1135.)

(8) Where necessary, audits of costs of contractors and subcontractors made by the cost analysis sections.

(c) *Use of price data.* (1) The price analysis agencies will prepare full analyses and reports on the comparative prices paid for important items and their components, making proper allowance for differences in the size of the contract, in design, local wage scales, type of facilities, contract terms and other factors. These reports will be in a form usable by procurement officers and price adjustment sections and will contain any recommendations for necessary or desirable action by them.

(2) In making or revising contracts, procurement officers will consult with the appropriate price analysis section and make use of all pertinent price analyses and reports then available.

(3) The price analysis agency will cooperate closely with the price adjustment sections and will make available to them price analyses and reports for use in renegotiation. When renegotiation reveals excessive profits the price analysis agency should immediately make studies of the prices of such contractors.

(4) Price records on items procured by the technical service and important components will be kept in such manner as to be readily available for reporting to higher authority or to the Office of Price Administration as requested.

(d) *Corrective action.* When price analysis reveals that the prices of comparable items are out of line, the procurement officer directly concerned will immediately initiate measures to discover the reasons. The appropriate measures will depend upon the particular situation. The contractor or his important subcontractors may be required to furnish a breakdown of actual costs based on production experience. When these are inadequate, cost audits or spot checks may be undertaken through the financial analysis section, and studies of purchasing methods may be made in accordance with § 802.254. Unless the facts disclosed that differences in price are justified by higher costs and by the policies stated in Subpart B of this part, negotiations will be initiated for appropriate adjustments in contract or subcontract prices.

§ 802.252 *Profit analysis.* The studies, by the price adjustment sections of each technical service, of the overall costs, profits and financial position of contractors and subcontractors provide valuable data to assist contract negotiation, such as information regarding overhead, reserves, profit margins, volume of business and similar matters. The chief of each technical service will make arrangements to insure that such information is made readily available in useful form for procurement officers in conducting negotiations with such contractors and for price analysis agencies in performing their functions.

§ 802.253 *Financial analysis*—(a) *Organization.* Each technical service will maintain appropriate agencies to perform financial analysis functions and to act as fact finding units with respect to costs and profits on its contracts and subcontracts for use in negotiations by contracting officers as well as in renegotiation by price adjustment sections. The chief of each technical service may assign the financial analysis functions to such place in the organization of the service as seems most appropriate to him to permit their effective performance; they need not be placed in the fiscal section of the technical service unless the chief of the service so decides.

(b) *Functions.* When a financial analysis study of any contractor is made to prepare reports for the price adjustment section, there will also be made such study as seems appropriate in each case to aid procurement officers in future contract negotiations with the contractor. In addition, whenever price analysis indicates that prices or costs of a particular contractor or subcontractor are out of line and the procurement officer so requests, the financial analysis agency will make necessary studies of any contractor or subcontractor. Such studies will be limited to the extent necessary to obtain the desired information.

§ 802.254 *Supervision of subcontracts and purchases*—(a) *Policy.* The Government is vitally interested in the prices of component parts and materials of the items which it procures. The prices for such component articles are reflected in prices under fixed price prime contracts and are directly reimbursed under fixed-fee contracts. If excessive, such prices encourage inefficiency, inflationary expenditures and excessive profits in the same manner as excessive prime contract prices. Accordingly, the War Department and technical services must also supervise these prices. Because the Government could not attempt to inspect or approve individual purchases under all fixed price and fixed-fee contracts, they must be supervised by more selective methods adapted to varying circumstances.

(b) *Methods of supervising purchases under cost-plus-a-fixed-fee contracts.* While the cost-plus-a-fixed-fee contractor is responsible for efficient buying, the lack of direct financial incentives for economy makes it essential to supervise its purchasing with respect to prices, quantities and capacity of suppliers. Experience has shown that detailed prior approval of all purchase orders and subcontracts under fixed-fee supply contracts is less efficient for this purpose than more selective methods. Accordingly the following procedure for supervision will be adopted in the case of supply contracts.

(1) The purchasing policies and methods of the cost-plus-a-fixed-fee contractor should be carefully analyzed to determine their adequacy for sound purchasing. This analysis should ascertain (i) whether prices paid are reasonable; (ii) whether quantities purchased are proper; (iii) whether suppliers and subcontractors are reasonably qualified; (iv) whether the purchasing personnel are well-qualified; and (v) whether purchasing procedures are sound and adequate.

(2) If the purchasing policies and methods are adequate with respect to prices, quantities and suppliers and are consistently followed, prior approval of subcontracts and purchase orders by the representatives of the contracting officer need not be required, or may be limited to those of substantial amounts, if regular selective checking is maintained instead.

(3) If the purchasing methods are inadequate in any respect, steps should be taken immediately to require the contractor to correct the deficiency, and if necessary, prior approval of subcontracts and purchase orders by the representative of the contracting officer to check on the propriety of the prices and other terms should be required until the deficiency is corrected.

(4) Periodically a report should be prepared with respect to each important contractor, stating the results of the inspection of the purchases and examination during the preceding period.

(5) If at any time the chief of a technical service finds that the selective method of supervision is inadequate, he may require such further supervision, including prior approval of purchase orders and subcontracts, as he deems necessary.

(c) *Methods of supervising purchasing by fixed price contractors.* (1) In the case of fixed price contracts, the contractor ordinarily has strong incentives to purchase at low prices in order to enhance the profit, but with high excess profits taxes and renegotiation, this incentive can be fully maintained only by keeping the prices under prime contracts close to minimum costs. For this purpose procurement officers must have adequate information on what component parts and materials should cost if well purchased and must know whether the contractor is equipped to obtain the best prices available.

(2) Price analyses in accordance with § 802.251 will supply necessary information. In that connection, the purchasing policies and methods of important fixed price contractors should be analyzed in the manner described in paragraph (b). When such analysis or the study of the prices paid by different contractors for important component parts and materials reveals deficiencies, they should be called to the attention of the contractor with recommendations for their correction.

(d) *Personnel.* A selective method of control requires the use of well trained and experienced personnel with a knowledge of purchasing methods and industrial costs and prices. Each service should obtain an adequate number of qualified officers or employees to perform these functions.

§ 802.255 *Sanctions.* Whenever study or analysis reveals that the prices of a contractor or subcontractor are excessive, and he refuses to make appropriate adjustments, the facts should be reported through the chief of the technical service to the Purchases Division, Headquarters, Army Service Forces. In appropriate cases the Director may then authorize action to correct the situation by the use of compulsory orders, renegotiation, or other means.

§ 802.256 *Coordination.* Each technical service may determine the form of organization necessary to perform the foregoing functions within its service and to obtain their essential coordination and their integration with procurement. Thus, in its discretion, a technical service may combine these functions in a single agency or assign them to several separate agencies. Because these various price functions are so closely related, however, it is recommended that even where they are performed by several agencies in any service, all of them should be coordinated and integrated under a single head. Such an agency should supervise within the service all functions relating to contract clearance, negotiation aids, price analysis and supervision, liaison with the Office of Price Administration, renegotiation and price adjustment, and price research. This policy has been followed in Headquarters, Army Service Forces, by the creation within the Purchases Division of an Assistant Director for Price responsible for supervising all of these functions. Creation of a similar agency in each service will facilitate coordination and cooperation between Headquarters and the services.

SUBPART F—CONTRACTING POLICY REGARDING CONSTRUCTION AND MAINTENANCE WORK

§ 802.260 *General.* Wherever possible all construction work will be performed on a contract basis, and barring that possibility for practical reasons such construction work will be performed on a hired labor basis.

(a) *Same; new construction.* Job construction refers to work of a type generally performed by a construction contractor, which is non-recurrent and temporary in the sense that it terminates on the completion of a specific project. In general, this includes such work as the construction of new structures or alterations of like nature to existing structures.

(1) All such new work within the meaning of the above definition will be prosecuted under contract whenever possible.

(2) When such work does not adapt itself to contracting procedure for practical reasons, it will be done by the officer in charge on a hired labor basis.

(b) *Same; maintenance work.* Maintenance work refers to work which is regular and recurring, and which is continuous in the sense that it is not terminable on the completion of a specific project. This includes such work as repair, adjustment, overhauling, and upkeep of existing structures or installations. The term also includes, as specified in § 809.911 (e), the movement of machinery and installation of equipment, and alteration work incident thereto, performed as an incident of a supply contract. However, in making the determination required by § 809.911 (g), as applied to particular machinery movement or installation work, each contracting officer concerned will give careful consideration to the desirable objective sought in the overall policy statement outlined above.

(c) *Same; construction or repair in restricted areas.* It is recognized that in restricted areas, because of the various factors involved, it is not often feasible to prosecute the work either under contract or on a hired labor basis. In such instances the work may be done by maintenance forces. However, every effort will be made to insure that this practice is not abused.

(d) *Same; termination of construction contracts.* The completion of specific construction projects, including original installation of equipment, will be made whenever possible under construction contracts.

(1) When this procedure is not practical, resort will then be made to hired labor.

(2) Completion of specific construction projects by the maintenance forces will be adopted as a last resort, and only when to do otherwise would result in interference or interruption of production, or would demand wasteful retention of a construction supervisory overhead organization.

SUBPART I—PURCHASE ACTION REPORTS

§ 802.291 *General.* Compliance is required, effective 1 July 1944, with the revised procedures provided in this subpart with respect to purchase action reporting. Such procedures, however, may be followed prior to that date.

(a) *Transfer of purchase action reporting from Statistics and Progress Branch, Control Division, to Purchases Division.* Effective 15 March 1944 the responsibility formerly assigned to the Statistics and Progress Branch, Control Division, Headquarters, Army Service Forces, in connection with purchase action reporting, is transferred to the Purchases Division, Headquarters, Army Service Forces, Room 5D 674, The Pentagon, Washington, D. C. Purchases Division is responsible for supervision, preparation and submission of all Purchase Action Reports required by law to be submitted by the War Department to The Congress, as well as to other Federal agencies authorized to receive such reports.

(b) *Definitions*—(1) *Technical service.* Notwithstanding the provisions of § 801.108 (e), the term "technical service" when used in this subpart shall be deemed to include the Army Air Forces but shall not be deemed to include the service commands. The term "chief of a technical service" shall be deemed to include the Commanding General, Army Air Forces.

(2) *Service command.* The term "service command" shall be deemed to include the Military District of Washington.

(3) *Purchase action.* A purchase action is any transaction whatsoever (including all types of awards) with any individual, firm, corporation, or Governmental agency not under the jurisdiction of the War Department, involving the purchase or lease of goods, real estate or services of every character and description and usually obligating Government funds. The execution of a preliminary contractual agreement is to be regarded as a purchase action unless the dollar amount of the undertaking contained therein cannot be determined or estimated in advance or unless the undertaking contained therein is conditioned upon funds becoming available and hence does not obligate Government funds. (See, for example, the Letter of Intent which was the subject of the decision of the Comptroller General, issued under the date of 22 December 1941; B–21873; 21 Comp. Gen. 605.)

(4) *Preliminary contractual agreements.* The term "preliminary contractual agreements" as used in this subpart refers to all written agreements which do not obligate War Department funds to the full amount which it is anticipated will be obligated finally, (see War Department Contract Form No. 7, § 813.1307, as one type of such agreement) or to those which obligate no funds whatsoever. In the former case all such contracts exceeding $10,000 are to be reported at time of execution with a supplemental report for the difference between the amount originally reported and the actual dollar amount to be submitted upon execution of a formal contract or completion of the preliminary contractual agreement. In cases where no funds are obligated but the undertaking is not conditioned upon funds becoming available, such contracts are to be reported at time of award only if the dollar amount of the contract can be estimated and the estimate exceeds $10,000. A supplemental report adjusting the estimated figure and the actual expenditure will be submitted as described above. In cases where the undertaking is conditioned upon funds becoming available, the contract will be reported when it becomes final—that is, when total amount can be estimated or a final definitive contract has been issued; however, if expenditures under the preliminary agreement reach a sum in excess of $10,000, it will then be reported on the basis of such expenditures, and a supplemental report will be rendered when the contract becomes final.

(5) *Open end contracts.* An "open end contract" may be defined as one in which no final completiton date is set and one which usually involves recurring charges for goods and services. (Contracts for gas, electricity or water may be cited as examples.) Such contracts will be reported on a contract year basis. The original Purchase Action Report will be submitted within 5 days of the date of the contract and will include the full amount estimated to be expended for the first contract year. At the end of the contract year a supplementary report will be filed reconciling the difference between the estimated and actual expenditures and at the same time reporting the estimated expenditure for the second contract year. These will be shown as separate items. Similar supplements will be reported at the end of each succeeding contract year during the life of the contract. As of the termination date a final supplementary report clearly marked "Final Report", will be submitted adjusting any unreported quantity and figures, whether it be an increase or a decrease. Where the amount to be spent under the contract cannot be estimated, a Purchase Action Report will be filed on the basis of actual expenditures when the aggregate expenditures thereunder exceed $10,000. Supplements will be reported from time to time as additional expenditures aggregating in excess of $1,000 are incurred. Open end contracts, which are subject to open allotment as enumerated in Circular No. 149, War Department 1943, are not to be reported. All other open end contracts will be reported as above.

(6) *Indefinite quantity contracts.* For the purposes of this Subpart indefinite quantity contracts are considered to include those contracts which permit deliveries to be made in larger or smaller quantities than stated in the contract, either at the option of the contractor or the contracting officer, and with or without a written change order modifying the contract. They fall into three broad classes, as follows:

(i) Those containing the standard clause entitled "Variation in Quantities" (§ 803.329) which permits the contractor to deliver 10% over or under the quantity specified in the contract. In reporting this type of contract only the original quantity and value need be stated, and upon completion of deliveries no supplemental report is required even though deliveries may fall short or exceed the amount originally reported. However, any changes in the contract affecting the value by more than $1,000 by way of amendment, change order, etc., must be reported with a supplemental Purchase Action Report.

(ii) Those containing a clause (see § 803.329a) giving the contracting officer a power by change order to increase or decrease within stated percentage limits the quantity of articles called for by the contract. This type of contract will be reported originally at the quantity and value set forth in the contract, and change orders having a value of $1,000 (plus or minus) will be reported on a supplemental Purchase Action Report.

(iii) Any other type of indefinite quantity contract. For the purposes of this Subpart indefinite quantity contracts not falling within (i) or (ii) above will be considered to be and reported as open end contracts. (See § 802.291 (e).)

(c) *Matters not to be reported.* Pay of individuals, shipping and travelling expenses, etc., are not to be included in the reports required to be filed in this subpart. The items involved in this category are stated in Circular 149, War Department 1943.

§ 802.292 *Reports required to be filed.* Field installations will submit the reports set forth in §§ 802.293 and 802.294 either to the chief of the appropriate technical service or to the commanding general of the appropriate service command, depending upon whether the contract obligates technical service or service command funds. In general, this will be determined by the number of the contract. A contract bearing a technical service number in accordance with § 803.309 (b) will be reported to the chief of that technical service. A contract bearing a service command number in accordance with § 803.318b (e) will be reported to the commanding general of that service command.

§ 802.293 *Original reports of purchase actions exceeding $10,000.* A report of every original purchase action which exceeds $10,000 in amount (actual or estimated) will be made on W. D., A. G. O. Form No. 496. The original and five copies (or more if directed by appropriate authority) will be forwarded to the chief of the appropriate technical service or commanding general of the appropriate service command no later than the 5th calendar day following the purchase action. Reports will be made with respect to orders placed against indefinite quantity contracts executed by a technical service but will not be made with respect to orders placed against contracts executed by other departments of the Government, such as the contracts executed by the Procurement Division, Treasury Department. The standard form (W. D., A. G. O. Form No. 496) for reporting original purchase actions (Control Approval Symbol No. ICY 33) is set forth below. It is available on requisition at Adjutant General depots in the service commands, excepting Army Air Forces activities which will requisition upon the appropriate Area Air Service Command, Publication and Distribution Depot. W. D., A. G. O. Form No. 496 is printed on white paper. A form (W. D., A. G. O. Form No. 495) printed on blue paper is available for use in reporting supplemental action. (See paragraph (c).)

Control Approval Symbol ICY–33

WAR DEPARTMENT

Date.....

.....Station
.....Address
(1) Purchase Action Report Serial No.....
(2).....Station No.
Subject: Report of negotiated purchase in excess of $10,000.
Station, Technical Service, Number. Date of Award (or Service Command).
(6) Contract.....
(4) Contractor.....Contracting as Mfg ☐ Dealer ☐
Address.....
(5) Work Performed at.....
(Name and location)

Type of	(8) Delivery to start	To be completed
(7) Purchase Action		

(9 & 11) Description of item	Number of units	Unit cost	Total cost (if estimated so indicate)

(10) Preference Rating.....Identification Symbol.....
(12) If Escalator Clause is included in Contract, state whether such clause is for Labor, Materials, or both.....
(13) Check if this Contract is subject to Walsh-Healey Public Contracts Act ☐
The.....Industry Minimum Wage Determination of The Secretary of Labor is applicable to this Purchase Action (Indicate industry by title)
Date Poster (PC 13) sent to Contractor.....
. . . . . .
If the estimated initial value of the contract is in excess of $150,000 the following information must also be submitted:
(14) (a) Negotiators for Government.....
(b) Negotiators for Contractor.....
(c) Reasons for selecting Contractor (if no competition was obtained).....
(d) Name of Person approving specification..... (Where Federal, Army, Technical Service, Navy or other bureau specification is used, a statement to that effect is sufficient.)
(e) In reporting purchase of land, the following information must be submitted:
(1) Location.....
(2) Area.....
(3) Intended Use.....
(4) Price.....
(5) Assessed Value.....
Signature.....
Name.....
Rank.....

Copy Distribution
1 Chief, Responsible Service
1 Your File

(a) *Explanation of Purchase Action Report form.* The following notes apply to the report form above. The report form contains cross references to these notes.

(1) Serial number. This was established to enable the contracting station and the controlling service to reconcile their records. As many stations may originate purchase actions for various services, a separate series of serial numbers may be used for each service (see §§ 803.309 and 803.318b (e) for types of contract symbols for the various services). Each series of serial numbers will begin with serial No. 1 for the new fiscal year and continue in exact sequence (based on the date of award as established in subparagragh (6) to the end of the fiscal year. No service symbol need appear as part of the serial number as it will be identical with the symbol shown in the contract number. Purchase Action Reports made in the new fiscal year for awards made in the previous fiscal year should have a serial number in the series of the previous fiscal year.

(2) This note has been deleted.

(3) Include name of station, location and station number.

(4) Name and address of contractor. If more than one, list each one as a split award on separate Purchase Action Reports.

(5) Name and location of establishment or plant or location where work will be performed. If more than one, list each one and where possible indicate the approximate percentage of work to be performed at each location. If this is same as contractor, so indicate. Show the street address as well as the city when such is shown on the face of the contract.

(6) Under the headings "Station", "Technical Service" and "Number" indicate the contract (purchase action) number in accordance with the system specified in §§ 803.309 (b) or 803.313b (e). When purchase orders are required to be reported, the number thereof will be shown under this item of the form. The date shown will be the date shown on the original agreement as established by the transmission of the document from the contracting officer to the contractor. It will be the date of the award of the agreement and not necessarily the date of the acceptance. If a purchase order is the original purchase action, use the symbol "P. O." and its serial number (rather than the contract number) followed by a symbol in parentheses indicating the technical service or service command.

(7) Indicate whether lump sum, unit price cost-plus-a-fixed-fee etc. If the transaction being reported is evidenced by a preliminary agreement (as defined in § 802.291 (d) indicate this also by word "preliminary".

(8) For construction, this means the date work is to begin. For real estate this means date of possession. The starting date may be the same as the completion date; and the starting date or both the starting date and completion date may be the same as the date of award. Where dates are dependent upon receipt of material, estimated dates are permissible but will be so indicated.

(9) Complete description of product, service, facilities, project or property. Long lists of items attached to Purchase Action Reports are not required for centralized reporting unless specifically directed by the chief of the technical service or the commanding general of the service command responsible for procurement of the item involved. Where assorted items of like nature are reported, indicate group headings such as various tank engine parts, various knit clothing, etc. Such headings must briefly but specifically state the type of article purchased to enable proper classification by end product. Do not indicate only "Spare parts"; instead, state for example, "Spare parts for trucks, except engine parts". If item or service is classified, state description but so label whole report, and transmit according to regulations covering classified information. If the purchase transaction being reported is the execution of a cost-plus-a-fixed-fee contract, indicate the full estimated cost (not including the fixed-fee) in the description column. If the purchase transaction being reported is evidenced by a preliminary agreement under which the Government only obligates itself for a percentage of the anticipated total contract price, the anticipated full contract price should be shown under the heading "Description of Item".

(10) For the preference rating, the WPB priority rating (AAA, AA–1, A–1–a, AA–2x, etc.) will be shown.

(11) Number of units, unit cost and total cost. If cost is estimated, write "estimated" after amount. For purchase actions involving architect-engineer, management or similar services only, indicate as the total cost, the amount payable to the contractor and chargeable against a War Department appropriation. This applies primarily to cost-plus-a-fixed-fee contracts. If under such a contract the contractor is to receive payment of an architect-engineer, management, or similar fee, and in addition is to receive payment for work performed or supplies furnished, each such payment will be shown separately. The total obligated amount will also be shown for this purchase action. In cases where land acquisition, plant expansion, tool expansion and supply items are involved on a single purchase action, a distribution by these groups and a total cost will be shown. If the purchase action is a preliminary contractual agreement, (see § 802.291 (d)) the amount for which the War Department is obligated will be shown as the total cost. In cases where a varied group of items are shown in the description section of the report and not detailed, indicate various unit prices in the same manner. Indicate this assortment either as a price range, i. e., $4.37 to $4.69 ea., or show the word "various" for a wide range of unit prices such as on tools. In all cases a total cost (actual or estimated) will be shown. This includes purchase actions for utilities or other open end contracts.

(12) State when an escalator clause is included in the contract and whether such clause is for labor, materials or both.

(13) Reporting provisions of the Walsh-Healey Act (Act of June 30, 1936; 41 Stat. 2036; 41 U. S. C. 35-45) will, after May 1, 1943, be fulfilled by the submission of the report called for under paragraph 292. If any provision of that Act is applicable to the purchase action, the box should be checked as indicated. If the purchase action comes under any industry minimum wage determination, the industry involved should be indicated on the second line of this item. On the third line there should be indicated the date on which the poster (P. C. 13) was sent to the contractor and to the plant locations.

(14) Where total value of purchase action is in excess of $150,000.00 additional data are required as shown on form. As this additional information is required for the annual report to Congress, it must be complete.

(b) *Reports of increased purchase actions not originally reported.* When a purchase action, which originally was not reported because it involved a total cost of not more than $10,000 is increased to an amount in excess of $10,000, an original Purchase Action Report will be made on W. D., A. G. O. Form 496 set forth in § 802.293 showing the new net value of the purchase action and the date on which the agreement exceeded $10,000. Original and five copies will be forwarded to the chief of the technical service or commanding general of the service command not later than five days from date of change order. See item (5a) of § 802.294 (a) for method of treating such purchase actions in Monthly Summary Reports.

(c) *Cancellations and Supplemental Reports.* (1) A Supplemental Purchase Action Report (W. D., A. G. O. Form No. 495) will be used to report cancellations and supplemental actions as stated below. This form is printed on blue paper and is identical with W. D., A. G. O. Form No. 496 (this section), except that the words "Net change" should be substituted for the words "Total cost" on lines 9 and 11. If W. D., A. G. O. Form No. 495 (blue) is not available, W. D., A. G. O. Form No. 496 (white) may be used, in which event the substitution above mentioned should be made and the words "Supplemental Report" typed in the top and bottom margins. Supplemental Reports (whether on Form 495 or 496 and whether or not photostated) will have a one inch diagonal cut made from the bottom left corner. For supplemental purchase actions reportable to a technical service, the original and two copies of such reports will be submitted, no later than 5 calendar days after the action, to the chief of the appropriate technical service. For supplemental purchase actions reportable to a service command, the original and one copy of such reports will be submitted, no later than 5 calendar days after the action, to the commanding general of the appropriate service command. For supplemental agreements, the date shown as the award date will be that on which the supplement or cancellation was made and not the award date of the original action. The supplemental report will contain the same serial number as the original Purchase Action Report followed by a letter of the alphabet in parentheses, the first such change using the letter (a); the second (b); etc. In all cases the nature of the change will be indicated—viz.: quantity increase or decrease; price increases or decreases, etc. Where quantities have been changed show the number of units added or deleted; the unit price; the initial delivery date (if increased quantity) and the scheduled completion date; also indicate whether a decreased quantity represents a partial or complete termination for convenience of the Government, or a partial or complete termination by default of contractor. Where price changes have occurred indicate if this is due to a change in specifications or in costs. If prices have been affected by partial termination so indicate. Where a preliminary contractual agreement has been superseded by a definitive—or formal—contract, report this fact if a supplemental report is being issued to record a concurrent change in value.

(2) If a Purchase Action Report has been submitted under this section, and subsequently cancelled, completely cancelling the value of the purchase action, the action will be reported as stated in subparagraph (1) and the cancellation value shall equal the previously reported contract value (including supplements, if any).

(3) In case a previously reported individual purchase action has been decreased so that the net value is below $10,000, a supplemental report will be submitted showing a net change figure equal to the previously reported figures, not merely the amount of the decrease. For the purposes of this subpart, changes of this type will be considered as cancellations because only purchase actions having a net value in excess of $10,000 are reportable. Cancellations that do not reduce the contract to $10,000 or less will not be reported as cancellations even though the quantity of the item on contract may have been reduced to zero. Such cancellations will be reported merely as decreases and the new net value shall be shown.

(4) Changes—increase or decrease—of a previously reported purchase action will be reported as above when the change is in excess of $1,000. Changes resulting from renegotiation will be included. The report will be on the basis of the net increase or decrease (state which) and not the revised total cost of the purchase. However, the latter amount will always be shown thus:

Previously reported value (including supplements, if any)----------
Increase (or decrease) this supplement------
New value of contract----------

(5) Changes—increase or decrease—of $1,000 or less on purchase actions previously reported, which had a value in excess of $10,000, will not be reported in the manner set forth in subparagraph (4) above. Instead, a summary of such smaller changes (including changes resulting from renegotiation) will be included in the Monthly Summary Report required to be submitted on all purchase actions reportable to technical services. The net change figure reported for cancellations, as stated above, will include any of these smaller changes applying to the purchase action being cancelled.

§ 802.294 *Monthly Summary Report of Purchase Actions.* A summary of all purchase actions in excess of $10,000 will be rendered for each calendar month as of the last day thereof and submitted on an 8 inch by 10½ inch sheet to the chiefs of the various technical services within 5 calendar days after the close of the month. The report will be rendered on the basis of net obligations undertaken during the month and not appropriations authorized. The form set forth below will be used for all reports submitted. Only one copy is required, unless otherwise directed by appropriate authority.

CONTROL APPROVAL SYMBOL ICY—34

(1) Station ----------
(2) Date of Submittal----------, 19----
(3) Transactions not previously reported for month of----------
(4) Reported through----------
Subject: Summary Report of Purchase Actions in Excess of $10,000
(5) Value of Negotiated Purchase Actions
a. Original awards----------
b. Cancellations---------- (decrease)
c. Changes and Supplements Reported on Blue Purchase Action Reports----------
d. Changes and Supplements Not Reported on Blue Purchase Action Reports----------
e. Net Total
(6) Number of Negotiated Purchase Actions
a. Original awards----------
b. Cancellations---------- (decrease)
c. Net Total ----------
(7) Signature----------
Name----------
Rank: Service----------

(a) *Explanation of Monthly Summary Report form.* The following notes apply to the report form:

(1) Indicate station name, number and location.

(2) Record date submitted.

(3) The month in which the action took place will be shown. A separate monthly summary will be required for each month in which purchase actions, that have not been previously reported, were awarded. In the case of a supplement, cancellation or change, the award date of the supplement, cancellation or change is the determining month and not the date of the original award.

(4) Where a particular post, camp or station has purchases during a period coming under the jurisdiction of more than one technical service, a separate monthly summary report will be submitted to each technical service according to instructions included in § 802.292. Each monthly summary report submitted to a technical service should indicate on line (4) the technical service to which it is submitted and should contain entries only with respect to purchase actions reportable to that technical service. (See § 802.292.)

(5a) Include all original negotiated awards in excess of $10,000 let during the month shown in item (3). Include the cumulative value of awards that originally were let for $10,000 or less, but which by supplements or changes let this month are now in excess of $10,000.

(5b) Include all purchase action previously reported whose value (not quantity) was cancelled in their entirety during the month shown in item (3) as well as the full previously reported value (including all previous changes) of purchase actions that have been reported as being in excess of $10,000 and which by this change during the month shown in item (3) decreases the net value of $10,000 or less.

(5c) Include value of supplements or changes made during the month shown in item (3) and which had a value in excess of $1,000 and were reported on supplemental reports. (See § 802.293 (d).)

(5d) Include value of supplements or changes made during month shown in item (3) and which had a value of $1,000 or less and were not reported on supplemental reports as described in § 802.293 (c) (5).

(5e) Show the net total of items 5a, 5b, 5c, and 5d. (5c, 5d or 5e may be an increase or decrease. Indicate which.)

(6a) Show the number of purchase actions represented by the dollar value shown in item (5a).

(6b) Show the number of purchase actions represented by the dollar value shown in item (5b).

(6c) Show the net total of item 6a and 6b. (The number of purchase actions to be shown is only for original awards reported (5a) and cancellations (5b). The counts of purchase actions whose value is shown as items 5c and 5d will never be included.)

(7) Fill in signatures, name, rank and service.

(b) *Service commands are not required to submit Monthly Summary Reports of Purchase Actions.* The offices of the commanding generals of the service commands are not required to submit Monthly Summary Reports of Purchase Actions or recapitulations thereof. Installations under the jurisdiction of service commands are required to submit all Purchase Action Reports, including Monthly Summary Reports of Purchase Actions, to the appropriate chief of the technical service where the contract is numbered as a technical service contract in accordance with § 803.309 (b). (See § 802.292.) Such installations, unless so required by the commanding general of the appropriate service command, are not required to submit Monthly Summary Reports to the commanding general of the service command.

§ 802.295 *Quarterly Report on Procurement.* Pursuant to Public Law 528, 77th Congress, the chiefs of the technical services and the commanding generals of the service commands will submit to the Purchases Division, Headquarters, Army Service Forces, within 20 days from the close of each quarter of each fiscal year, the report designated "Quarterly Report on Procurement," Control Approval Symbol No. ICY–35. This report will be typed on individual strips arranged in alphabetical order by the contractor's name, into pages which shall have no more than 10 inches of printed and typed matter including the header strip showing. Header strips for each quarterly report will be furnished in advance by the Purchases Division. The headers and individual strips will be assembled into pages by use of crinkly "draftsman's type" Scotch tape. The pages will not be numbered. Total dollar value will be shown at the bottom of the last page submitted for each headquarters. This total will include only the total of the individual figures reported. No contract will be included in this report the original value of which does not exceed $150,000. Supplements, including increases, decreases or cancellations, will not be reported. No contract will be reported which had an original value of $150,000 or less but which, by reason of supplements, has been increased to a figure in excess of $150,000. Purchases Division will assemble the various reports submitted by the technical services and the service commands into one report which will be submitted to Congress. Subsequent to the preparation of this completed report by the Purchases Division the pages will be returned to the submitted headquarters for dis-assembly and filing of the individual strips for future reference. If no contract in excess of $150,000 has been let during the period a negative report will be submitted.

§ 802.296 *Stations required to report.* (1) Except as noted below, it is the responsibility of every station to which a reallocation, allotment, or suballotment has been made and which is located within the continental limits of the United States or in the Northwest Service Command to make reports of purchase actions. Stations under the jurisdiction of the commanding generals of the Army Ground Forces and the Defense Commands and all stations outside the continental limits of the United tates (except those in the Northwest Service Command) are not required to make such reports.

(2) Reports by exempted and non-exempted stations: Both individual Purchase Action Reports and Monthly Summary Reports will be submitted to the chiefs of the various technical services, for all contracts numbered as technical service contracts in accordance with § 803.309 (b). This will apply to all types of installations, whether Class I, II, III or IV. No stations are to submit any Purchase Action Reports whatsoever direct to the Purchases Division, Headquarters, Army Service Forces.

(3) Transmission of reports by functional staff divisions: Functional staff divisions, Army Service Forces, and stations under their jurisdiction will submit Purchase Action Reports in the same manner as chiefs of technical services and stations under the jurisdiction of the chiefs of technical services; provided, however, that one copy of each report forwarded will be retained by the office of the functional staff division involved, and the original and 5 copies will be forwarded from the office of such division to the Commanding General, Army Service Forces, attention Purchases Division, with 5 days from the date of action. The chiefs of the functional staff divisions will be responsible for complete, accurate, proper and timely submission of such reports. Nothing contained in this subpart, however, shall require the preparation or submission of any individual or summary reports from or with respect to purchase actions of Army Exchange Service.

(4) Reports not to be duplicated: When a formal contract is executed covering a previously reported purchase action (such as a preliminary contractual agreement) no additional purchase action will be filed. Likewise, a purchase order is to be reported only when it is the original purchase action on the item in question. A delivery order is not to be reported when it is an order placed against an existing transaction previously reported as a purchase action.

§ 802.297 *Signing of reports.* Reports should be signed by some responsible officer. Those required by § 802.293 should normally be signed by the contracting officer, and those required by § 802.294, by the officer in charge of the procurement covered by the report. If this is not practicable some other responsible officer may sign.

§ 802.298 *Responsibility of the chiefs of the technical services and the commanding generals of the service commands.* The chiefs of the technical services and the commanding generals of the service commands are charged with the following responsibilities:

(1) Responsibility for assuring that all reports required by this subpart are prepared by the stations under their jurisdiction and forwarded to them in accordance with §§ 802.293 and 802.294. This responsibility includes:

(i) Responsibility for controlling by means of the serial numbering system (see § 802.293 (a) (1)) the submission of Purchase Action Reports.

(ii) Responsibility for requiring the submission of the proper number of copies of Purchase Action Reports.

(iii) Responsibility for checking by contract number to assure that duplicate reports are not received, including the checking of terminations and cancellations.

(iv) Responsibility for reconciling individual Purchase Action Reports submitted by each station with the Monthly

Summary Reports submitted by such station. (Does not apply to commanding generals of service commands.)

(2) Responsibility for the preparation and submission of the Quarterly Report on Procurement.

(3) Responsibility for submission to Purchase Division, Headquarters, Army Service Forces within ten days after the close of each month a Monthly Summary Report of Purchase Actions which will include all purchase actions reported to them during such month. The form established in § 802.294 will be used. The purpose of this report is to enable Headquarters, Army Service Forces to control purchase action reporting and to post to a master record the totals of all purchase actions as of the months in which the actions took place regardless of the month they are reported. It is essential therefor, that the chief of each technical service (this section does not apply to commanding generals of service commands) classify the Purchase Action Reports submitted to him by date of award, or in the case of supplemental reports, by the date of action, and render to Purchases Division separate Monthly Summary Reports of Purchase Actions for each month in which an action took place. All such separate Monthly Summary Reports submitted each month will be recapitulated and reconciled with the total, separately accumulated, for all W. D., A. G. O. Forms No. 496 and No. 495 submitted that month to Purchases Division by each chief of a technical service. The following form will be used and submitted attached to the Monthly Summary Reports of Purchase Actions, Control Approval Symbol ICY-34. One copy only of such summaries and reconciliation will be submitted to Purchases Division. A transmittal letter is not required.

Control Approval
Symbol PDS–14

RECONCILIATION OF PURCHASE ACTIONS

Reported by_____
Purchase Actions submitted during month of_____

	Month of Award	*Value*	*Number*
(1) Original awards:			
(2) Sub total			
(3) Changes (increase or decrease)			
(4) Total			
(5) Total of all W.D. A.G.O. Form No. 496			
(6) Total of all W.D. A.G.O. Form No. 495			
(7) Total			

Entries on line (1) will be taken directly from line 5a of each separate Monthly Summary Report of Purchase Actions submitted. Line (2) will be the sum of all entries under line (1). Line (3) will be the mathematical sum (indicate whether increase or decrease) of all entries in lines 5b and 5c of the separate Monthly Summary reports. Line (4) is the total of lines (2) and (3). Line (5) is the total of all W.D. A.G.O. Forms No. 496 submitted by the chief of the technical service to Purchases Division during the month (regardless of the month of award) and line (6) is the total of all W.D. A.G.O. Forms No. 495 submitted during the month without regard to the month the action took place. Line (7) is the total of Lines (5) and (6) and should, in all cases equal Line (4).

(4) Responsibility for obtaining detailed information on specific transactions when the same is deemed necessary and for promptly submitting this to Purchases Division.

(5) Responsibility for the reproduction (where field installations do not have adequate reproduction facilities) and the distribution of the individual Purchase Action Reports (W.D. A.G.O. Forms 495 and 496, bearing Control Approval Symbol ICY–33) as follows:

Form 496:	*No. of Copies To Be Submitted By*	
To Be Submitted To:	*Technical Services*	*Service Command*
Department of Labor	4 copies	4 copies
War Production Board	1 copy	1 copy
Purchases Division	1 copy	None
Form 495:		
Department of Labor	1 copy	1 copy
War Production Board	1 copy	1 copy
Purchases Division	1 copy	None

The above reports should be addressed as follows:

Department of Labor:
Mr. William R. McComb, Deputy Administrator, Room 1114, Department of Labor Building, Washington 25, D. C., Attention: Mr. A. L. Triolo.

War Production Board:
War Production Board, Bureau of Planning and Statistics, Room 525, Standard Oil Building, 3rd and Constitution Avenues, NW., Washington 25, D. C.

Purchases Division, Headquarters, Army Service Forces:
Director, Purchases Division, Headquarters, Army Service Forces, Room 5D–721, The Pentagon, Washington 25, D. C.

§ 802.299 *Authority of Purchases Division as to reporting.* The Purchases Division, Headquarters, Army Service Forces, retains full authority pertaining to purchase action reporting requirements established by this subpart despite the decentralization of some of the operating functions.

[Procurement Reg. 3]

PART 803—CONTRACTS

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Sec.
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SUBPART A—GENERAL

§ 803.301 *Rescission of regulations.* Army Regulations 5–200, dated January 2, 1940, as amended, and all other prior directives and instructions of whatsoever nature relating to the making of contracts are hereby rescinded.

(a) *Compliance with this part.* Unless otherwise specifically provided, compliance with any provision of this part or of any amendment thereto which requires a change in contract procedure or in any contract provision shall not be mandatory until thirty days after the issuance of such regulation or amendment.

§ 803.302 *Definitions.* As used in this part the following terms will have the meanings assigned to them in the following paragraphs:

(a) *United States and Government.* These terms are synonymous and include the War Department.

(b) *Contractor.* A contractor is any person, partnership, company, or corporation (or any combination of these) which is a party to a contract with the United States.

(c) *Contracting officer.* (1) A contracting officer is an officer or civilian official of the War Department who has been appointed by any one of the following persons, or by their direction, or in accordance with such orders and regulations as they may prescribe for their respective commands, to execute contracts on behalf of the United States:

(i) The Secretary of War;
(ii) The Under Secretary of War;
(iii) The Commanding General in a Theatre of Operations;
(iv) The Commanding General, Army Air Forces;
(v) The Director, Purchases Division, Army Service Forces;
(vi) The Chief of any Technical Service.

(2) Unless otherwise specifically provided, the words "the contracting officer," when used in this chapter or in any existing or future contract, supplemental agreement or change order, are construed to include:

(i) His duly appointed successor or authorized representative;

(ii) Any and all contracting officers, acting within the scope of the orders respectively appointing them contracting officers.

(3) Representatives may be designated as follows:

(i) The Chief of a Technical Service may designate any officer or civilian official to act as representative of the contracting officer or his duly appointed successor;

(ii) A commanding officer may designate any contracting officer assigned to his command or station to act as representative of any other contracting officer assigned to the same command or station, or of a contracting officer's duly appointed successor so assigned;

(iii) A contracting officer, his duly appointed successor, and any representative designated pursuant to (i) or (ii) of this subparagraph (3), may respectively designate any officers or civilian officials to act as their representatives.

(4) A designation authorized by subparagraph (3) may be made by instructions referring to particular contractual instruments or classes of instruments, and may, to the extent not specifically prohibited by the terms of the contractual instrument involved, empower the representative to take any or all action thereunder which could lawfully be taken by the contracting officer. In no event, however, shall a representative, by virtue only of his designation as such, be empowered to execute any contract or supplemental agreement (as distinguished from change order). Of course, if the representative is a contracting officer, he may, pursuant to the order appointing him a contracting officer, execute contracts or supplemental agreements.

(5) Any person duly appointed a contracting officer in accordance with subparagraph (1) above, with authority to execute contracts on behalf of a particular technical service, service command or the Army Air Forces may execute contracts on behalf of any other service when the necessary funds, if any, have been made available.

(6) All action heretofore taken which would have been valid if this paragraph had then been in effect, is hereby ratified and confirmed.

(d) *Disbursing officer.* A disbursing officer is the officer who has been designated to mak payments under a contract.

(e) The following are terms used in connection with contracts:

(1) Signed number. A signed number means the instrument with the required signatures.

(2) Authenticated copy. An authenticated copy means a copy of the instrument shown to be authentic by either:

(i) Certification as a true copy,
(ii) Official seal, or
(iii) Photostatic process.

The signatures on such copies may be either facsimile, stamped, or typed.

(3) Copy. A copy means a copy of the instrument, including the names of the contracting parties, but lacking authentication.

(f) *Default.* Default is the refusal or the failure of a contractor to carry out the terms of a contract.

§ 803.303 *General requirements for contracts.* (1) Every purchase transaction except those where payment is made coincidentally with receipt of supplies will be evidenced by a written contract.

(2) Where it has been administratively determined by the commanding officer as more economical and advantageous in the interest of the war effort, Class B agent officers may be appointed in procurement installations under the provisions of AR 35–320 for the purpose of making cash payments for emergency purchases and nonpersonal services not exceeding $100. The use of War Department Form No. 332 (Public Voucher—Emergency Purchases and Nonpersonal Services Not Exceeding $100), properly executed and supported by certified invoices, will be used for this purpose. War Department Form No. 332 may be closed periodically to suit local conditions and submitted to the disbursing officer for credit in the agent officers' accounts as prescribed by AR 35–320.

(3) War Department Form No. 332, when used as authorized in subparagraph

(2) above, will be prepared in quadruplicate (original and three memorandum copies) and distributed as follows:

(i) Original and duplicate to accountable disbursing officer, supported by certified invoices.

(ii) Triplicate to accountable property officer, supported by certified invoices and the following certificate:

I certify that the supplies enumerated hereon were received by me and that payment therefor has been made by me as agent officer in cash this _____ day of _____ 19____, from funds intrusted to me by _____, finance officer at _____, that the nonexpendable property listed hereon (if any) will be accounted for by the _____ property officer at _____, and that the expendable items hereon designated thus (x) are for immediate consumption in current service in _____

_____

(State purpose for which the expendable supplier are to be immediately used. For example: "Operation of motor trucks or airplanes," "troops on the march," etc.)
Allotment No. _____

_____
(Name, grade, and organization)
Agent Officer

(iii) Quadruplicate, without attachments, to Fiscal Officer, Service Command Headquarters, for property audit files. This copy will be stamped with stamp of agent officer to indicate payment in cash or by check.

(4) When funds are expended in accordance with the procedure outlined in subparagraphs (2) and (3) above, the transaction need not be evidenced by any written contract or purchase order, since payment will be made coincidentally with receipt of supplies.

(a) Contracts may be either formal or informal.

(b) A formal contract is one which is contained in one instrument executed by both parties. An illustration is War Department Contract Form No. 1 (see § 813.1301). Formal contracts may be used for any purchase transaction, regardless of amount and will be used for all purchase transactions, the contract price of which exceeds $500,000.

(c) For any purchase transaction, the contract price of which does not exceed $500,000, an informal contract consisting of two separate instruments, one signed by the contractor and the other signed by the contracting officer on behalf of the United States, may be used.

(d) (1) When a purchase order is preceded by a written quotation or is followed by a written evidence of acceptance executed by the contractor, it is to be regarded as an informal contract consisting of two instruments; and accordingly, may be used, in accordance with paragraph (c) of this section, for any purchase transaction the contract price of which does not exceed $500,000. If the contractor's assent is not evidenced either by a written quotation or by acceptance of the purchase order in writing, the purchase order may nevertheless be used for any purchase transaction the contract price of which does not exceed $500,000 provided that the purchase order is preceded by an oral quotation or is based upon a price list.

(2) When the contractor furnishes no evidence of his assent either (i) by a written or oral quotation, (ii) by a written acceptance or (iii) by the publication of a price list, the purchase order may not be used for any transaction the contract price of which exceeds $5,000; but may be used for any transaction the contract price of which does not exceed $5,000.

(3) The provisions of this paragraph and of paragraphs (b) and (c) are not applicable to interbranch or interdepartmental purchases (see § 806.605a and Subpart C of Part 806). Regardless of the amount involved, such purchases need not be evidenced by formal contracts. They should be evidenced by a delivery order (for suggested form see § 813.1317, Form No. 19).

(e) *Numbering and distribution of contracts.* (1) The numbering of contracts is discussed in §§ 803.309 and 803.318b (e) and the distribution of contracts is discussed in Subpart D of this part.

(2) Distribution of purchase orders. As pointed out in subparagraph (2) of paragraph (d), it is not necessary that a purchase order which does not exceed $5,000 in amount be preceded by a quotation. If the contract price exceeds $5,000, however, the following rules shall apply:

(i) If the purchase order was preceded by a written quotation signed by the contractor, or if the contractor delivered some written instrument evidencing the contractor's assent, the original of such written quotation or instrument should be forwarded to the appropriate Army Audit Branch of the General Accounting Office and a copy thereof attached to the copy of the purchase order furnished the disbursing officer.

(ii) If the contractor did not furnish a written quotation or written evidence of its assent and the purchase order merely accepted an oral quotation or was based on a price list, the purchase order, as forwarded to the Army Audit Branch of the General Accounting Office, should contain a reference to the oral quotation or price list. This may consist of a simple statement such as "Pursuant to oral quotation of even date" or "Pursuant to oral quotation of _____, 194__" or "Pursuant to _____
(Name of contractor or other
_____ price list, dated _____,
identification)
194__".

(f) *Partial payments.* It is to be noted that any type of contract, including the purchase order, may provide for partial payments upon completion of the delivery of one or more complete units called for under the contract, or upon the completion of one or more distinct items of service called for thereunder. Any existing contracts which provide for a single payment may be amended to provide for such partial payments. Likewise, prior to delivery, payments may be made on work in progress for the Government, *Provided*, That the contract contains a clause similar to one of the contract clauses set forth in §§ 803.330 and 803.331. Contracts (including purchase orders) under which it is contemplated that more than one payment will be involved must, of course, be numbered as required by § 803.309 (a) and distributed in accordance with § 803.316.

§ 803.303a *Letters of intent and letter orders.* The use of letters of intent and letter orders (see §§ 815.105 (c) and 815.107 (b) (1)) was frequently necessary in the earlier stages of the war procurement program to enable contractors to start work immediately upon war contracts prior to the time when the information was available upon which a definitive contract could be negotiated and without the delay incident to contract negotiations. At the present stage of the procurement program, such temporary contractual instruments will be used only for the most cogent reasons and will be superseded at the earliest possible moment by definitive contracts. In general, such instruments should be used only (1) where it is essential to give the contractor a binding commitment to permit of preparatory work immediately and without any delay, or (2) where because of the experimental nature of the work involved or the lack of definite information as to the volume of supplies to be ordered, the amount of work to be done, or detailed specifications, it is impossible to negotiate a definitive contract. Such instruments should not be used as a method of delaying the making of a definitive contract until a substantial portion of the contractor's performance of the contract has been completed. The standard termination provisions for inclusion in letter orders and letters of intent (see §§ 815.105 (c) and 815.107 (b) (1)) leave room for the insertion of a date by which the definitive contract is to be executed, and also permit postponement of such date by mutual consent (see paragraph 6 (a) of contracts in §§ 813.1307 to 813.1310, inclusive). The date inserted should be the earliest date feasible under the circumstances, and postponement should not be consented to except for good cause.

On or before the tenth of each month the chief of each technical service will file with the Director, Purchases Division, Headquarters, Army Service Forces, a report of each letter of intent or letter order which on the last day of the preceding month had been outstanding more than sixty days without the execution of a definitive contract. Such report shall set forth the following information:

(i) Contract number.
(ii) Name of contractor.
(iii) Amount of expenditures authorized under the letter order or letter of intent.
(iv) Date of letter order or letter of intent.
(v) A very brief statement of the reasons why a definitive contract has not been executed.

(a) *Use of provisions for allowance of profit in standard termination provisions.* (1) The standard termination provisions (see §§ 815.105 (c) and 815.107 (b) (1)) permit of an allowance for profit in the event of termination of a letter of intent or letter order for the convenience of the Government. Such provisions may be omitted in the discretion of the chief of the technical service. However, the chiefs of the technical services will normally include such provisions for a profit allowance (i) in letter orders and letters of intent which, because of inability on the part of the Government to furnish full specifications or essential information or other similar reason, will necessarily remain in effect for a considerable period before they can be superseded by definitive contract, and (ii) in cases where the contractor is required to proceed under a letter of intent or letter order, although willing to quote a reasonable fixed price, solely because the Government for its own interest is unwilling immediately to negotiate a definitive contract.

(2) Prior to, but not after, the giving of notice of termination, letter orders and letters of intent may be amended, with the approval of the chief of the technical service, to include substantially the standard termination provisions, including the provisions permitting an allowance of profit for work actually done, where the chief of the technical service determines that all of the following conditions exist:

(i) That there has been a prolonged delay in entering into definitive contract during which time the contractor has incurred substantial expense pursuant to the letter order or letter contract.

(ii) That all the delays in entering into a definitive contract have been without fault on the part of the contractor and the contractor has been ready and willing to cooperate in entering into a definitive contract.

(iii) That a settlement of the contract, in the event of its termination for the convenience of the Government, will be unfair to the contractor if an allowance of profit for work done by the contractor pursuant to the letter contract cannot be made.

(3) Letters of intent and letter orders may be amended to insert therein the standard termination provisions other than those portions of such provisions which permit an allowance of profit, in accordance with § 815.107 (b) (2).

(4) Each amendment of the type mentioned in subparagraphs (2) and (3) above shall be made pursuant to the First War Powers Act and Executive Order No. 9001 and shall be based upon a finding by or in behalf of the chief of the technical service that such amendment will facilitate the prosecution of the war. The authority to approve amendments made pursuant to subparagraph (2) shall be delegated by the chief of the technical service only to officers or employees of the War Department within the Headquarters Office of the chief of the technical service, except that the Commanding General, Army Air Forces, may delegate such authority within the Headquarters Offices of any of the component commands of the Army Air Forces.

(5) Amendments of the termination provisions of letter orders and letters of intent in any other manner, or at any other time, than is authorized by the provisions of subparagraphs (2) and (3) above shall be made only with the written approval of the Director, Purchases Division, Headquarters, Army Service Forces, but no such amendments to include provisions permitting an allowance of profit (not theretofore provided by such order) shall be made after the giving of notice of termination.

SUBPART B—AUTHORITY TO MAKE AWARDS, CONTRACTS, AND MODIFICATIONS THEREOF; REQUIRED APPROVALS

§ 803.304 *Definitions*—(a) *Standard forms of contract.* The phrase "standard forms of contract", as used in this subpart, includes:

(1) Forms of contract which may from time to time be approved for the general use of all technical services by the Legal Assistant to the Director of Matériel or the Chief, Legal Branch, Director of Matériel, Headquarters, Army Service Forces. The following contract forms are hereby approved for such use:

(i) United States Standard forms of contract, provided they comply with the requirements of Subpart H.
(ii) Long Form Supply Contract:
Lump Sum Supply Contract (See § 813.1301).
(iii) Short Form Supply Contracts:
Purchase Order and Voucher (See § 813.1317a[1]).
Purchase Order (See § 813.1317b[1]).
Government's Order and Contractor's Acceptance (See § 813.1317c[1]).
Informal Invitation, Informal Bid, and Acceptance (See § 813.1317d[1]).
Delivery Order (See § 813.1317e).
Contractor's Offer and Government's Acceptance (See § 813.1317f[1]).
(iv) Construction and related contracts:
Lump Sum Construction Contract (See § 813.1302).
Cost-Plus-A-Fixed-Fee Construction Contract (See § 813.1303).
Cost-Plus-A-Fixed-Fee Architect-Engineer Contract (See § 813.1304).
Fixed-Fee Architect-Engineer-Construction-Management Services Contract (See § 813.1312).
Lump-Sum Contract for Architect-Engineer Services (With Optional Supervision) (See § 813.1316).
(v) Letter Orders:
Letter Order for Supplies (No Price Stated) (See § 813.1307).
Letter Order for Supplies (Price Stated) (See § 813.1308).
Letter Order Contract for Cost-Plus-A-Fixed-Fee Construction (See § 813.1309).
Letter Order Contract for Lump-Sum Construction (See § 813.1310).
(vi) Supplemental Agreements for Advance Payments:
Supplemental Agreement for Advance Payments with Interest on Fixed-Price Contracts (See § 813.1320).
Supplemental Agreement for Advance Payments with Interest on Fixed-Fee Contracts (See § 813.1321).
Supplemental Agreement for Advance Payments with Interest on a Letter Purchase Order (See § 813.1322).
Supplemental Agreement for Advance Payments without Interest on Fixed-Price Contracts (See § 813.1323).
Supplemental Agreement for Advance Payments without Interest on Fixed-Fee Contracts (See § 813.1324).
Supplemental Agreement for Advance Payments without Interest on Letter Purchase Orders (See § 813.1325).
(vii) Utility Service Forms:
Negotiated Electric Service Contract (Connection Charge) (See § 813.1315a).
Negotiated Utility Service Contract (No Connection Charge—Electric, Gas, Water, Sewage) (See § 813.1315b[1]).
(viii) Miscellaneous Contracts:
Defense Supplies Corporation (See § 813.1311).
War Supplies Limited (See § 813.1313).
Government-Owned Equipment Rental Agreement (See § 813.1314).
Informal Invitation, Informal Bid, and Acceptance (Sale of Property) (See § 813.1326[1]).

(2) Forms of contract, devised by a particular technical service, or a staff division exercising procurement functions, to meet the needs of a recurrent situation of a special type, which may from time to time be approved by the Legal Assistant to the Director of Matériel or the Chief, Legal Branch, Director of Matériel, Headquarters, Army Service Forces (see § 801.107 (h)), for the general use of that technical service or staff division. Forms so approved should be periodically revised (see § 803.301 (a)) to accord with requirements of these procurements regulations published following approval of the forms. If deviation from such requirements appears to be necessary, the forms should be resubmitted for approval.

(3) The forms of contract enumerated below have been approved pursuant to subparagraph (2). Except where the particular form was approved by separate indorsement or memorandum, in which case the precise terms approved will appear from the file containing the indorsement or memorandum, it may be assumed that that version of the form was approved which on 7 July 1943 was authorized for use by the technical service or staff division involved.

Office of the Chief of Chemical Warfare Service: Short Form Research Contract (consideration nominal).
Negotiated Sale Contract.
Office of the Chief of Engineers:

Engineer Form No. 84	Release of Claim for Additional Fee.
Engineer Form No. 85	Release of Claim for Additional Fee to Extent only of Joint-Venturer.
Engineer Form No. 17	Hire by Government of Plant or Equipment.
CE Form No. 186	Lease of Plant.
Engineer Form No. 213a	Quotation.
Engineer Form No. 213b	Purchase Order.
Engineer Form No. 520	Contract for Reconditioning Construction and Maintenance Equipment.

Contract for Boiler Inspection Service.

[1] To be used in accordance with instructions appearing in the cited section.

Office of the Chief of Ordnance:
- Notice of Award (Ordnance Procurement Instructions, par. 13,002).
- Purchase Order Form (O. P. I., par. 13,003).
- Equipment Lease Form (O. P. I., par. 13,004).
- Facility, Lease and Operation Form (O. P. I., par. 13,005).
- Disposition of Personal Property—Negotiated Sale Agreement (O. P. I., par. 13,006.1).
- Disposition of Personal Property—Form S (Allocation) Contract (O. P. I., par. 13,006.2).
- Sale of Property to Defense Plant Corporation (O. P. I., par. 13,006.3).
- Sale of Property by Defense Plant Corporation to Ordnance (O. P. I., par. 13,006.4).
- Gage Repair Contract (O. P. I., par. 13,008).
- Lease of Government-Owned Machine Tool Equipment, etc., and Supplement Thereto (O. P. I., pars. 13,009.1 and 13,009.2).
- Repair Service Contract ("Drive-Away" Carriers) (O. P. I., par. 13,013).
- Supplemental Agreement for Modifying Production Rates in Existing Contracts (O. P. I., par. 13,015).
- Extension of Letter Contract (O. P. I., par. 13,016).
- Letter Order for Emergency Supplies (O. P. C. No. 12–44)
- Contract for Spare Parts and Military Publications (O. P. C. No. 67–44).

Office of the Quartermaster General:

QMC Form No. 300	Purchase Order for Use in Purchasing Certain Food Supplies.
QMC Form No. 308	Purchase Order.
QMC Forms No. 315 and 316 (Tentative).	Invitation, Bid and Acceptance Form for Purchasing Coal.
QMC Form No. 327	Contract for Sale of Waste Material.
Uniform Burial Contract.	
QMC Form No. P640	Petroleum Purchase and Storage (Interior).
QMC Form No. P641	Petroleum Storage Contract (Interior).
QMC Form No. P642	Contract for Purchasing Lubricating Oils and Greases.
QMC Form No. 1012	Contract for Warehouse Services.

- Contract for Procurement of Dehydrated Foods.

Office of the Chief Signal Officer:

O. C. S. O. Form No. 6–D.	General Contract for Purchase Order.
W. D. S. C. Form No. 57.[1]	Trunkline and other Communication Facilities and Services.
W. D. S. C. Form No. 134.[1]	Contract for Communication and Electric Time Facilities and Services.
W. D. S. C. Form No. 1137.	Telephone Service Order.
W. D. S. C. Form No. 1165.[1]	General Contract for Commercial Telephone Service Similar to that Furnished the Business Public.
A. T. & T. Co. Form C276C (5–37).[1]	Application for Private Line Service or Channel.

[1] It is emphasized that these forms should contain the standard clauses set forth in §§ 832.323 and 832.325, and General Condition 11 of W. D. Contract Form No. 47 (§ 813.1317).

Office of the Chief Signal Officer—Continued.
- Letter Order for Supplies (No Price Stated)
- Letter Contract for Motion Picture Training Film
- Contract for Motion Picture Training Film
- General Contract for Operation and Maintenance in connection with Army Telephone Systems[1]
- Contract for Maintenance in Connection with Army-Owned Teletypewriter Equipment

Office of the Surgeon General:

S. G. Form No. 1–F	Supply Contract.
S. G. Form No. 2–B	Long Form Supply Contract.
S. G. Form No. 3–B	Purchase Order.

- Contract with Universities for Courses of Instruction.
- Contract with Universities for Research in Prevention of Epidemic Diseases.
- Contract for Blood Plasma Processing.
- Supplemental Agreement for Use of Cellular Residue.

Office of the Chief Transportation:

TC Form No. 101	Lease of Equipment Under Public No. 779, 77th Congress.
TC Form No. 102	Lease of Equipment, with Indemnity, Under Public No. 779, 77th Congress.
TC Form No. 103	Standard Master Ship Repair Contract.
TC Form No. 104	Freight Handling Agreement.

Army Air Forces:
- Matériel Command, Contract Form No. 32—Fixed Price Supply Contract.
- Army Air Forces, Form No. 98—Purchase Order.
- Letter Contract for Supplies or Services (Fixed Price).
- Letter Contract for Supplies or Services (CPFF).
- Cost-Plus-A-Fixed-Fee Supply Contract (CPFF Form 3, revised).
- General Airlines Service Contract.
- Flying School Contract.

Office of the Provost Marshal General:
- Contract for Prisoner of War Labor.

Army Specialized Training Division, Office, Director of Military Training:
- Contract for Training in Medicine and Dentistry.
- Contract for Training in Veterinary Medicine.
- Training Unit Contract.

Special Services Division, Office, Director of Personnel:
- Contract for Correspondence Instruction.
- Contract for Physical Distribution of 16 mm Films.
- Contract for Physical Distribution of 35 mm Films.
- Contract for Production Services and Articles, Materials, Equipment and Facilities in Connection with Production of Films.
- Government Job Order and Contractor's Acceptance under Contract for Production Services, etc.
- Contract for Radio and Phonograph Recordings.

Service Commands:
- Form for laundry (and dry cleaning) contract and hospital laundry contract (see Part Two, ASF Circular 128, 8 May 1944).

(b) *Contract.* As used in this subpart, the term "contract" means any contract except supplemental agreements and change orders and except those contracts referred to in §§ 810.1014 and 810.1015.

(c) *Price.* As used in this subpart, the term "price" means in the case of a lump-sum contract (or supplemental agreement or change order relating thereto), the stated price, and in the case of a cost-plus-a-fixed-fee contract (or supplemental agreement or change order relating thereto), the estimated cost plus the fixed-fee.

(d) *Technical service.* Whenever authority is conferred by this subpart upon a technical service, that authority may be exercised by the chief of the technical service or by any officer or officers or civilian official or officials whom he may designate, subject to such regulations as he may prescribe.

§ 803.305 *Making and approval of awards of contracts, supplemental agreements and change orders*—(a) *Authority of technical services to make awards.* All awards of contracts, supplemental agreements and change orders, other than those described in paragraph (b) may be made by the technical service concerned without approval of higher authority.

(b) *Awards requiring the approval of Director, Purchases Division.* (1) The following awards must be submitted for approval to the Director, Purchases Division, Headquarters, Army Service Forces:

(i) Awards of contracts (other than Architect-Engineer Management or similar contracts) involving a price of $5,000,000 or more, and awards of supplemental agreements and change orders which have the effect of increasing the price of contracts (other than Architect-Engineer, Management or similar contracts) by $5,000,000 or more.

(ii) Awards of Architect-Engineer, Management or similar contracts when the construction contracts to which they relate involve a price of $5,000,000 or more, and awards of supplemental agreements and change orders affecting Architect-Engineer, Management or similar contracts when the changes being concurrently made in the construction contracts to which they relate have the effect of increasing the price of the construction contracts by $5,000,000 or more.

(2) If it is desired to execute a preliminary contract, as defined below, with a particular contractor, and the choice of contractor presents no real alternative, it shall not be necessary to obtain any approval pursuant to subparagraph (1) above. Such approval will, however, be obtained prior to the execution of the final definitive agreement, if required by subparagraph (1). The term "preliminary contract", as used in this subparagraph (2), refers to any type of tentative agreement (as, for example, a letter purchase order of the type set forth in § 813.1307) which, it is contemplated, will be subsequently superseded by a final definitive agreement which will obligate War Department funds in an estimated amount at least twice the amount obligated by the tentative agreement.

(c) *Submission of contract, supplemental agreement or change order in lieu of award.* In lieu of submitting an award for approval under paragraph (b), the contract, supplemental agreement or change order may itself be submitted for approval and manual execution by the Director, Purchases Division, Headquarters, Army Service Forces.

(d) *Information to be furnished in requesting approval of awards.* Requests for approval of awards will include the information indicated below or such parts thereof as are relevant to the particular procurements. The requests should show the extent of the consideration given to the following points in the course of the negotiation and placement of the agreement.

(1) Requests for approval of awards under subparagraph (1) (i) of paragraph (b) (other than requests for approval of awards of preliminary agreements such as letter orders):

(i) Name and address of contractor.

(ii) Location of the plant from which items are to be furnished.

(iii) Quantity and brief description of items to be furnished.

(iv) Unit prices and total amount to be expended.

(v) Brief summary of delivery schedules.

(vi) Experience of contractor with same or similar work.

(vii) New facilities required and reference to any necessary approval thereof.

(viii) Whether negotiations were conducted with more than one contractor.

(ix) Brief reference to the consideration and application of contract placement policies (see Part 802, Subpart B).

(x) Reference to form of contract to be used, noting and justifying any provisions requiring approval of higher authority, or referring to any such approval previously obtained (see, for example, §§ 803.306 (b) and (d), 812.1243, 803.360 (a) and (b), 812.1224 and 803.341 (b)):

(xi) Price information showing that a careful and thorough price analysis was made in the course of the negotiation and giving a brief narrative history of the negotiations with the contractor. This information should be given in sufficient detail to permit an appraisal of the consideration given to comparative prices, components of price, and cost and price trends. (See ASF Manual M 601, "Pricing in War Contracts"; Part 802, Subpart C).

(*a*) Comparative prices: The value of this information depends in large part on whether the conditions and circumstances of the procurements offered for comparison are in fact fairly comparable with those involved in the procurement approval of which is sought. The request should therefore indicate the consideration given to the various factors in the particular case which affect comparability. The following list of such possible factors is merely suggestive, not exhaustive: (*1*) volume of production; (2) contractors' experience in producing the same or similar items; (3) Government-owned facilities and Government-furnished material; (*4*) financing provisions; (*5*) royalty payments; (*6*) risk factors, including those arising out of the length of delivery schedules; (*7*) Government's assumption of risks by means of contract provisions; (*8*) comparative price movements.

(*b*) Components of price: The request should reflect the types of approach used in analyzing components of price, of which the following are suggestive: (*1*) analysis of the contractor's cost breakdowns; (2) comparisons of the contractor's cost estimates with his experienced costs and with the estimated and experienced costs of other suppliers of the same or similar items; (3) comparison of the contractor's cost estimates with the overall operating statement for his latest fiscal year or with budgeted forecasts for the period of production; (*4*) analysis of engineering cost estimates.

The consideration given to trends in prices, in cost of materials, and in wage rates and utilization of labor should be indicated in the request.

The reasons for substantial differences in costs and prices as well as the effect of subcontracting on costs and prices, should be summarized.

Presentation of the foregoing information should indicate that the price analysis was made with a view to effectuating, wherever possible, the War Department policy of reducing costs and prices.

(xii) State whether advance payments are to be requested and indicate percentage of total price.

(xiii) Approximate amount of subcontracting, in dollars and in percentage of price, proposed to be done by the contractor. Where the amount or the percentage is large, a summary of the analysis of available subcontract prices and all available price comparisons for the major components should be given.

(xiv) Where the request for approval includes, in addition to the principal unit, spare parts or special packaging, or both, there should be a clear summary of the method of the pricing thereof. In the case of spare parts, for example, the summary may show the consideration given to the relationship between the total of the prices for all the parts used in assembling a unit and the price of an assembled unit.

(xv) Where the agreement is on a cost-plus-a-fixed-fee basis, in addition to an analysis similar to that required elsewhere in this subparagraph (1) of this paragraph (to the extent feasible), a full statement of the reasons for the use of such type of agreement should be given (see § 802.232 (a) to (c)), together with an explanation of the basis of calculation of the fixed fee (see § 802.232 (c)).

(xvi) A brief statement of the consideration given to (*a*) the results of, (*b*) the information obtained in, and (*c*) any forward pricing agreement in connection with any statutory renegotiation of the contractor; together with a statement of the record of the contractor in making voluntary price reductions and refunds to the Government.

(xvii) Any other matters having a bearing on the reasonableness of the price, which it is desired to submit.

(xviii) Recommendation of the chief of the technical service, or his representative, as to the action desired to be taken by the Director, Purchases Division.

(2) Requests for approval of awards under subparagraph (1) (i) of paragraph (b) (other than requests for approval of awards of preliminary agreements such as letter orders):

(i) Name and address of contractor who is to furnish the services.

(ii) Brief description of the services and place of performance.

(iii) Brief statement of past performance record of the contractor.

(iv) Whether negotiations were conducted with more than one contractor.

(v) Brief description of project to which the services relate.

(vi) Form of agreement, with adequate reference to and justification of any provisions requiring approval of higher authority or to any such approval previously obtained.

(vii) The price, and whether it is considered reasonable.

(viii) If the agreement is on a cost-plus-a-fixed-fee basis, the amount of the fixed fee, and whether the fixed fee exceeds the maximum allowed under the schedule established by the Under Secretary of War.

(ix) Ratio of fixed fee to estimated gross construction cost.

(x) Whether agreement covers design only or supervision only, or both design and supervision.

(xi) Whether release of claim for additional fee has been obtained with respect to all prior cost-plus-a-fixed-fee construction or architect-engineer contracts with the War Department.

(xii) Recommendation of the chief of the technical service, or his representative, as to the action desired to be taken by the Director, Purchases Division.

(3) Requests for approval of awards of preliminary agreements such as letter orders:

(i) Such of the information required by the foregoing provisions of this paragraph as should be available in the circumstances of the particular preliminary agreement, and the reasons for not giving the information which is not furnished.

(ii) The reason for the use of a preliminary agreement (see § 803.303a).

(iii) Recommendation of the chief of the service, or his representative, as to the action desired to be taken by the Director, Purchases Division.

§ 803.306 *Making and approval of contracts, supplemental agreements and change orders*—(a) *Authority of technical services to make contracts.* A contract may be made by the technical service concerned without approval of higher authority (provided that approval of the award has been obtained, if such approval is required under § 803.305 (b), and the contract substantially embodies the award as approved), if:

(1) The contract is written on a standard form of contract; or

(2) The contract (i) complies with the requirements of Subpart H of this part, and (ii) does not contain any provision or involve any matter of policy which, in the opinion of the technical service, should be considered and passed upon by authority higher than the technical service.

(b) In determining whether a contract provision or matter of policy should be considered and passed upon by higher authority, consideration shall be given by the technical service to the following factors among others:

(1) Whether there is involved a conflict with a policy theretofore approved by higher authority;

(2) Whether there is involved a decision on an important question of policy which has not theretofore been passed upon by higher authority;

(3) Whether there is involved a decision on any matter in which uniformity among the several technical services appears to be desirable;

(4) Whether there is involved a decision on an important or doubtful question of law.

(c) *Authority of technical services to make supplemental agreements and change orders.* Except as provided in paragraph (e) and in §§ 803.308a and 803.308g, a supplemental agreement to change order modifying a contract (other than an Architect-Engineer, Management or similar contract) may be made or issued by the technical services concerned without approval of higher authority (provided that approval of the award has been obtained if such approval is required under the provisions of § 803.305 (b) and the supplemental agreement, or change order substantially embodies the award as approved), if:

(1) The technical service had authority to make the original contract pursuant to paragraph (a), or the technical service did not have such authority but obtained approval pursuant to paragraph (d); and

(2) The provisions and features of the supplemental agreement or change order are themselves such that the technical service would have authority to include them in an original contract pursuant to paragraph (a).

Changes in Architect-Engineer, Management or similar contracts may also be made by the technical service concerned, provided that the requirements of subparagraphs (1) and (2) above are satisfied and provided that the change being currently made in the construction contract to which the Architect-Engineer, Management or similar contract relates does not necessitate approval. Supplemental agreements converting cost-plus-a-fixed-fee contracts to a fixed price basis will be governed by the provisions of paragraph (e).

(d) *Contracts, supplemental agreements and change orders requiring approval of Purchases Division.* The approval of the Purchases Division, Headquarters, Army Service Forces shall be obtained, as herein provided, in connection with all contracts other than those specified in paragraph (a), and all supplemental agreements and change orders other than those specified in paragraph (c). Where approval is necessary solely because one or more provisions of the contract, supplemental agreement or change order fail to comply with the requirements of Subpart H or present a matter or matters of policy which should be considered by authority higher than the technical service, the necessary approval may be obtained, prior to execution of the instrument on behalf of the technical service, on submission of the contract or the material provisions thereof to the Legal Assistant to the Director of Matériel or the Chief, Legal Branch, Director of Matériel, Headquarters, Army Service Forces, whose approval will be signified by indorsement, memorandum, letter or telegram in response to the request for approval; or on submission of the contract, supplemental agreement or change order, after execution on behalf of the technical service, for approval and manual execution by the Director, Purchases Division. In every other instance the contract, supplemental agreement or change order must be submitted, after execution on behalf of the technical service, for approval and manual execution by the Director, Purchases Division. Upon receipt of requests for the approval of deviations from the contract clauses set forth in §§ 803.365, the Legal Assistant to the Director of Matériel or the Chief, Legal Branch, Director of Matériel, Headquarters, Army Service Forces, will attend to all necessary clearances with the Contract Insurance Branch, Special Financial Services Division, Headquarters, Army Service Forces.

(e) *Supplemental agreements converting cost-plus-a-fixed-fee contracts to a fixed price basis.* (1) In all cases, supplemental agreements converting cost-plus-a-fixed-fee contracts to a fixed price basis will be made subject to the approval of the Director, Purchases Division, Headquarters, Army Service Forces. In the negotiation of all such supplemental agreements the general policies discussed in § 802.232 (e) should be considered so far as relevant. In submitting such supplemental agreements for the approval of the Director, Purchases Division, Headquarters, Army Service Forces, in addition to any information required by § 803.305 (b) or other instructions as to contract clearance, a written statement should be presented (i) analyzing the price data and other similar information, if any, submitted by the contractor, (ii) describing the investigations of these data and other relevant facts which have been made by the War Department representatives, and (iii) setting forth the principal considerations relevant to the conversion of the particular contract to a fixed price basis on the terms recommended. In the case of a partial conversion (not retroactive to the beginning of performance), the statement will indicate what steps have been taken to exclude from the proposed fixed price starting load costs for which the contractor has already been reimbursed under the cost-plus-a-fixed-fee contract. The records of the cost analyses and other investigations made in connection with the conversion will be preserved in the procurement office charged with the conversion negotiations or in the office of the chief of the technical service concerned.

(2) Each supplemental agreement providing for such a conversion will be made only after the contracting officer has satisfied himself that the facts warrant substantially the following recitals which will be included with appropriate modifications to meet the needs of each particular case in each supplemental agreement:

Whereas it is the policy of the War Department to convert cost-plus-a-fixed-fee contracts to a fixed price basis to the greatest extent feasible, and

Whereas the conversion of this contract from a cost-plus-a-fixed-fee contract to a fixed price basis is designed to develop greater efficiency in the use of manpower, materials and capacity by providing the contractor with an incentive to improve its operations, and

Whereas such improvements in operating efficiency tend to develop lower prices and costs, and

Whereas such conversion will tend to reduce the expense and manpower necessary for administrative work, both for the Government and for the contractor, and

Whereas after consideration of all factors deemed relevant and after a reasonable price analysis the fixed price herein provided has been found to be reasonable under all the circumstances, and

Whereas it has been determined administratively that it is to the advantage of the Government and that it will facilitate the prosecution of the war to convert this contract to a fixed price basis by this supplemental agreement entered into pursuant to the First War Powers Act, 1941, and Executive Order No. 9001.

(3) The supplemental agreement covering the conversion will be distributed as provided in §§ 803.303 (e) and 803.315 et seq. The statements and other data referred to in subparagraph (1) need not be submitted with the supplemental agreement to the General Accounting Office or to the finance officer, but will be retained as provided in subparagraph (1) available for inspection.

(4) It has been determined that the execution of supplemental agreements effecting such conversions of cost-plus-a-fixed-fee contracts to a fixed price basis will facilitate the prosecution of the war, when the contracting officer has satisfied himself as provided in subparagraph (2) above and when the supplemental agreement has been approved as provided in subparagraph (1) above.

§ 803.307 *Authority of technical service to reallocate awards and contracts.* It is recognized that, in order to promote the more efficient utilization of combined manufacturing facilities or to prevent interruption of work, it may become advisable to reallocate an award, contract, or modification thereof. Accordingly, when an award, contract, or modification thereof has been made with required approvals, and the technical service concerned thereafter determines that it is advisable to obtain the materials or services involved wholly or in part from another contractor or from two or more contractors, it is authorized without further approval to reallocate the award, contract or modification thereof in whole or in part to another contractor or to two or more contractors, and for this purpose to make appropriate awards and appropriate contracts; *Provided*, That the aggregate quantities, aggregate prices, and the terms of the awards and contracts resulting from the reallocation are substantially the same as those contained in the award, contract or modification thereof which was the subject of the reallocation.

§ 803.308 *Supplemental agreements and clauses prescribed by Subpart H.* Except as otherwise specifically provided to the contrary in any section of these procurement regulations, whenever any contract (either as originally drawn or as the same may have been modified, amended or supplemented) contains a provision covering the same subject matter as a clause prescribed by Subpart H of this part, but in a form different from that therein prescribed, it will not be necessary, in executing any supplemental agreement or change order in connection with said contract, to amend such provision either with respect to the items which are the subject of the contract or with respect to the items which are the subject of the supplemental agreement or change order.

§ 803.308a *Supplemental agreements and change orders not involving receipt of consideration.* Except as otherwise specifically provided in these regulations, approval by the Director, Purchases Division, Headquarters, Army Service Forces, will be required for each supplemental agreement or change order which does not involve the receipt by the Government of adequate legal consideration, or which modifies or releases an accrued obligation owing directly or indirectly to the Government including accrued liquidated damages or liability under any surety or other bonds. In every such case the technical service shall submit a full statement of the case and of the action recommended together with a finding by the technical service, adequately supported, that the prosecution of the war would be facilitated by the action recommended. The Director, Purchases Division, will signify his approval by manual execution of the supplemental agreement or change order, where such instrument is submitted, or where such instrument is not submitted, by memorandum, indorsement, letter or telegram in response to the request for approval. Attention is directed to the provisions of § 803.308g. The provisions of this section apply to amendments or modifications of agreements for the repayment of excessive profits executed pursuant to the Renegotiation Act, as amended, except to those amendments of such agreements authorized by § 803.308e (b).

§ 803.308b *Correction of mistakes.* Effecting amendment of contracts with the least possible delay to correct misunderstanding, mistakes, errors, and ambiguities will facilitate the prosecution of the war by expediting the procurement program and by giving contractors proper assurance that mistakes unavoidable in a war program as large and extensive as that now in progress, will be corrected expeditiously and fairly. Accordingly, mistakes may be corrected by supplemental agreement pursuant to Title II of the First War Powers Act, 1941, and Executive Order No. 9001, as follows:

(a) Each chief of a technical service may, within the time prescribed by § 803.308f, enter into a supplemental agreement correcting mistakes found by the chief of the technical service to be of the following types:

(1) Misunderstandings, mistakes, and errors of the parties to a written agreement, or ambiguities therein, the correction of which would result in benefit to the Government;

(2) Misunderstandings, mistakes and errors of the parties to a written agreement, or ambiguities therein, which consist solely of a failure to express in the written agreement the true agreement between the parties in accordance with the negotiations between them, or of a mutual mistake as to a material fact;

(3) Mistakes and errors of a contractor, even if unilateral which consist solely of the failure of the contractor, in good faith, to set forth in a bid or in a written agreement what he intended to include therein.

Except as to misunderstandings, mistakes, errors or ambiguities of the type referred to in subparagraph (1) above, the authority conferred upon the chiefs of the technical services by this paragraph (a) is subject to the following limitations:

(i) The notice of the mistake must have been given by the contractor to the contracting officer before completion of performance and before the giving of notice of termination of the contract; *Provided*, That in case of contracts for sale of government property, such notice must be given by the purchaser to the contracting officer before completion of deliveries by the government or before final payment by the purchaser, whichever is later.

(ii) The change involved must not result in an adjustment in excess of $50,000; and

(iii) Where the contract was made as a result of a formal or informal invitation to bid the change must not result, in the case of contracts for the sale of government property, in the payment by the contractor of a sum less than the amount of any bid submitted by any other bidder upon substantially the same terms and conditions, and in the case of other contracts, in the payment to the contractor of a sum in excess of the amount of any bid submitted by any other bidder upon substantially the same terms and conditions, except that, in either case, if the contract was not originally placed on a basis of competition as to price but primarily on the basis of other considerations the limitation contained in this subdivision (iii) shall not be applicable.

This paragraph (a) does not grant any authority to the chief of a technical service to correct a mistake in an agreement for the repayment of excessive profits under the Renegotiation Act, as amended, and the correction of a mistake in any such agreement may be made only with the prior written approval of the Director, Purchases Division, Headquarters, Army Service Forces.

(b) At any time prior to the making of final payment under a termination settlement agreement, the chief of the technical service concerned may correct mistakes, errors and ambiguities in such termination settlement agreement when such correction will result in benefit to the Government or when the change involved does not result in an adjustment in excess of $50,000. The authority conferred by this paragraph (b) is not subject to any of the limitations created by paragraph (a) above or by § 803.308f.

(c) In any other case where the chief of a technical service determines that it will facilitate the prosecution of the war to execute a supplemental agreement to correct a mistake, he will first obtain approval of the Director, Purchases Division, Headquarters, Army Service Forces.

(d) Approval of the Director, Purchases Division, will not be required in the case of any supplemental agreement correcting a mistake, under which the Government receives adequate new legal consideration, regardless of whether the supplemental agreement involves an adjustment amounting to $50,000 or more, and regardless of the time of execution of such supplemental agreement.

Requests for approval by the Director, Purchases Division, Headquarters, Army Service Forces, of supplemental agreements to correct misunderstandings, mistakes, errors and ambiguities in contracts in accordance with the provisions of this section will be accompanied by a full statement of the circumstances including all relevant papers or copies thereof. The evidence submitted shall show that an error or mistake was made or that a misunderstanding or ambiguity exists, in what it consists, and how it occurred, the true intent of the parties, and the effect of the mistake, if not corrected, upon the financial condition of the contractor. When this section does not require that the approval of the Director, Purchases Division, be obtained, the chief of the technical service approving or executing such agreement will see that a similar statement is prepared with respect to each such supplemental agreement and that such statement and all relevant papers and evidences are carefully preserved. Attention is directed to the provisions of § 803.308g.

§ 803.308c *Contracts or supplemental agreements providing for advance payments.* The subject of advance payments is treated in Subpart G of this part. If a contract contains a clause authorizing the making of advance payments, the determination of whether the approval of the Purchases Division must be obtained under § 803.306 (d) should be based upon the provisions of the contract other than the clause providing for advance payments. If the making of advance payments is authorized under a supplemental agreement, the provisions of this subpart shall be inapplicable, and only Subpart G shall be considered in determining whether approval of such supplemental agreement by any authority higher than the technical service is necessary.

§ 803.308d *Ratification of prior action.* In any case where an existing War Department contract or any paragraph of these Procurement Regulations requires that any action affecting a War Department contract be approved by a contracting officer, chief of a technical service or other representative of the War Department in advance of the taking of such action or that it be so approved in writing by a stated time, such action may be approved or ratified in writing by such officer or representative of the War Department after such action has been taken or after such stated time. Such approval or ratification will take effect retroactively as of the date speci-

fied in the written instrument of approval or ratification. In general, cases which are appropriate for the exercise of the authority contained in this paragraph will fall into one of two categories, namely: (a) Cases where, in the interest of expediting production and without obtaining the requisite prior approvals, action has been taken in reliance in good faith upon assurances of a person in auhority, or (b) cases where the action taken without such assurances was of a nature which would have been approved had approval been sought seasonably. The prosecution of the war will be facilitated by the liberal use of the authority contained in this paragraph.

§ 803.308e *Extension of time for performance.* (a) The chief of each technical service may authorize contracting officers designated by him to extend by supplemental agreement within the time prescribed by § 803.308f, the time fixed for performance in any contract and to waive accrued liquidated damages. Each such supplemental agreement shall be entered into pursuant to the First War Powers Act and Executive Order No. 9001. If the contractor shall be in default by reason of delay at the date thereof, such supplemental agreement shall be subject to the approval of the Director, Purchases Division, Headquarters, Army Service Forces, unless the contracting officer shall find that such delay caused no substantial damage to the Government (as distinguished from the accrual of liquidated damages under the contract). For the purposes of this section, the contractor shall not in any case be considered in default by reason of delay if such delay is excusable within the meaning of the contract. Attention is directed to the provisions of § 803.308g.

(b) The chief of the technical service to which any contract for the repayment to the government of excessive profits, executed pursuant to section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942, as amended, has been assigned for administration, may extend by supplemental agreement the time within which any payment is to be made under such contract whenever he determines (1) that the extension is necessary to avoid an impairment of the contractor's ability to perform war contracts or subcontracts, and (2) that such action will facilitate the prosecution of the war. A copy of each such supplemental agreement, together with a full statement of the circumstances upon which the determination is based, will be forwarded to the Director, Renegotiation Division, Headquarters, Army Service Forces, upon the execution of the agreement.

§ 803.308f *Amendment of contracts after final administrative determination of amount due.* The authority granted to the chiefs of the technical services pursuant to §§ 803.308b (a), 803.308e (a), 803.379 and 803.380 will not be exercised (a) in the case of contracts for the sale of government property, after the completion of delivery by the government or final payment by the contractor, whichever is later or (b) in the case of other contracts, after the contracting officer has administratively determined the final amount due under the contract by communicating his determination to the contractor or by the approval of a final voucher therefor, except that if the contracting officer's determination is, by the terms of the contract, subject to review by the Secretary of War, or his duly authorized representative, such authority may be exercised at any time prior to final action on such review if the contractor perfects his right to such review. Attention is directed to the provisions of § 803.308g.

§ 803.308g *Supplements and change orders dealing with or directly affecting matters pending before the General Accounting Office in respect of the amended contract.* Chiefs of technical services may not approve or authorize the execution of any supplemental agreement or change order which deals with or directly affects the claim under the contract amended thereby which has been transmitted to the General Accounting Office, or any dispute under the contract which has been referred to the General Accounting Office. This limitation of authority is applicable to action taken pursuant to §§ 803.306 (c) and (d), 803.308a, 803.308b, 803.308e, 803.379 and 803.380 notwithstanding any authority granted to the chiefs of the technical services by those sections respectively. In requesting any approval of the Director, Purchases Division, Headquarters, Army Service Forces, required by these regulations, the chiefs of the several technical services will call attention to any matters pending before the General Accounting Office with respect to the contract in question, or any closely related contract which may be affected or dealt with by the supplementary agreement, change order, or action, approval of which is requested, and will state fully the circumstances in any such pending matter.

SUBPART C—FORMALITIES IN CONNECTION WITH EXECUTION OF CONTRACTS AND MODIFICATIONS THEREOF

§ 803.309 *Numbering contracts*—(a) *When required.* (1) Every contract involving the receipt or expenditure of public moneys will be numbered when:

(i) The actual or estimated amount involved is $5,000 or more, or

(ii) It is contemplated that more than one payment (or receipt) will be involved, regardless of the amount involved.

(2) The provisions of subparagraph (1) are not applicable to delivery orders evidencing interbranch or interdepartmental purchases (see § 806.605a and Subpart C of Part 806). Such delivery orders need only be given such designation as may be prescribed by the chiefs of the technical services. If, however, it is contemplated that any such order will involve more than one payment, it must be numbered in accordance with paragraph (b) of this section or § 803.318b (e) unless the procedure prescribed in § 803.318 (a) (3) is followed.

(b) *System.* Contract numbers will be placed in the upper right-hand corner and will consist of the following in the order named:

(1) The capital letter "W", representing the War Department.

(2) Station number representing the station or office as published in the War Department Fiscal Code.

(3) The letter or letters representing the technical service. No approved letter symbol may be changed, nor may any new letter symbol be adopted, unless approval therefor is first obtained from the Office of the Fiscal Director, Headquarters, Army Service Forces, which, before granting any such approval is required to obtain formal approval of the Comptroller General of the United States.

(4) A serial number, separated from the above by a hyphen, commencing with the number 1 and continuing in succession indefinitely without regard to the fiscal year. When the serial number reaches the limit of five digits (99,999), a new series will be used beginning with the serial number 1 and followed by the capital letter "A". Should additional series become necessary, they will be distinguished by the capital letters "B", "C", "D", etc., as may be required.

NOTE: The foregoing applies only to the numbering of technical service contracts and not to the numbering of service command contracts. As to the latter, see § 803.318b (e).

(c) *Examples.* Based upon paragraph (b) above, the following is the number of the first numbered contract executed by the Philadelphia Quartermaster Depot:

W-36-030 qm-1

(d) *Effect of War Department Fiscal Code.* (1) Under date of 1 July 1943, the War Department Fiscal Code was issued by the Office of the Fiscal Director.

(2) Part VIII of the aforementioned code prescribes a new list of station numbers. These new station numbers are to be used in numbering contracts (as required by paragraph (b) (2) and § 803.318b (e) (i) (ii)).

(3) It is to be noted that Part VII of the aforementioned code contain code numbers designating the various technical services as well as the various service commands. These code numbers are not to be substituted, in the numbering of contracts, for the letters previously used to designate the technical services and the service commands (as required by paragraph (b) (3) of this section and § 803.318b (e) (1) (iii)).

(4) When the new station numbers are put into use in connection with the numbering of contracts, a new series should be commenced; that is, the first contract so numbered at a given post should contain the serial number "1".

(5) If, since the issuance of the War Department Fiscal Code, the numbering of contracts has not been in accordance with the foregoing instructions, it is not necessary that the contracts be renumbered. If the system set forth in subparagraphs (1), (2), and (3) has been adopted, but a new series of contracts has not been commenced as directed by subparagraph (4), it is suggested that the contracts be not renumbered but that a new series of contract numbers be commenced as promptly as practicable.

§ 803.310 *Fiscal procedures*—(a) *Allotments of funds not to be exceeded.* The authority to make contracts is subject to the proviso that allotments made for supplies will not be exceeded. Officers who are charged with making contracts will submit, prior to the incurrence of obligations, all proposed contracts to the fiscal officer for verification as to the sufficiency of funds for that purpose. Officers who are charged with the fiscal record keeping will be held strictly responsible that obligations incurred on the basis of documents submitted for determination as to the sufficiency of funds do not exceed the amounts authorized and that such obligations include no other purpose than indicated in the allotment.

(b) *Statements as to availability of funds.* See AR 35-840 for the statements which will be made on contracts and on purchase orders placed under existing contracts as to the funds chargeable and the sufficiency thereof.

§ 803.311 *Execution of contracts*—(a) *Contracts with individuals.* A contract with an individual will be signed by the individual in his own name.

(b) *Contracts with an individual trading as a firm.* Such a contract will be signed by the individual in question. The following illustrates the form that such a contract will ordinarily take:

* * * * *

JOHN DOE COMPANY,
Contractor.

By _____
John Doe (Owner)

_____
(Business Address)

(c) *Contracts with partnerships.* (1) The contract may be signed in the name of the partnership by one or more of the partners. Each partner who signs will sign as one of the firm.

(2) A contract with a partnership doing business through a local representative or agent may be executed in the name of the firm by such local representative or agent.

(3) If the contract is executed in the manner specified in subparagraph (2) and the contract involves a substantial contract price, there should, if practicable, be filed with the contract a properly certified copy of the power of attorney showing the authority of the representative or agent executing the contract.

(d) *Contracts with corporations.* (1) A contract with a corporation will have the name of the corporation written in the blank space provided therefor at the end of the contract form, followed by the word "by", after which the officer or person who has been authorized to contract on behalf of the corporation will sign his name, with the designation of his official capacity.

(2) The contracting officer will in all cases endeavor to satisfy himself that the signer has authority to bind the corporation.

(3) If the contract form being used contains alternate certificates of the type set forth in § 813.1301 (Art. 24), the contracting officer will, if practicable, procure or make one of such alternate certificates.

(4) If the contract form being used does not contain alternate certificates of the type set forth in § 813.1301 (Art. 24), no such certificate need be executed, nor will the evidence specified in subparagraph (5) be required.

(5) In lieu of complying with subparagraph (3) above, the contracting officer may obtain satisfactory evidence of the authority of the signer to bind the corporation and file such evidence with the contract. Such evidence will consist of extracts from the records of the corporation showing either

(i) The election or appointment of the officer executing the contract on behalf of the corporation and the grant of authority to such officer to execute the contract; or

(ii) If the contract is signed by someone other than an officer of the corporation, the grant of authority to such person to execute the contract.

The above-mentioned copies will be certified by the custodian of such records, under the corporate seal (if there be one), to be true copies of the records of the corporation.

(e) *Contracts with joint-venturers.* Contracts are sometimes entered into with joint-venturers, consisting of a corporation and a partnership, or a partnership and an individual, etc. In such cases the contract will be signed by each participant in the joint-venture in the manner indicated for each type of participant in paragraphs (a) to (d), inclusive, of this section.

(f) *Contracting officer's signature.* The contracting officer will sign on behalf of the United States in the space provided for his signature, and his official title will be added.

(g) *Approval articles.* If approval and manual execution of a contract, supplemental agreement or change order by any War Department officer or official other than the contracting officer are required pursuant to these procurement regulations or the regulations of the technical service concerned, (1) an appropriate approval article will be included in the instrument, (2) all changes and deletions shall have been made before the instrument is forwarded for such approval, and (3) the instrument shall not be valid until such approval and manual execution have been obtained.

§ 803.312 *Statement and Certificate of Award (Standard Form No. 1036).* (a) When contracts are negotiated in accordance with the authority referred to in § 802.204, Standard Form No. 1036 need not be executed. (General Regulations of Comptroller General No. 51, Supp. No. 8, June 1, 1942). However, when Standard Form No. 1036 is not executed either:

(1) The notation "Negotiated Contract", signed by the officer negotiating the contract, should appear under or in close proximity to the contract symbol and number on the cover sheet of the contract or,

(2) The contract should show in the wording thereof that it was negotiated under the authority referred to in § 803.204 (Decision of Comptroller General dated July 11, 1942 (A-51607), rendered in response to letter of Acting Judge Advocate General of Navy dated June 27, 1942).

(b) If in exceptional cases contracts are awarded pursuant to formal advertising, Standard Form No. 1036, properly executed in accordance with instructions contained on the form, will be attached to the copy of the agreement which is furnished the General Accounting Office.

§ 803.313 *Form of supplemental agreements and change orders*—(a) *Supplemental agreements.* (1) Supplemental agreements will be reduced to writing and signed by the contracting parties. Supplemental agreements will bear the same identification as the contract which is thereby modified or amended, and will be lettered or numbered, whichever method is authorized by the chief of the technical service concerned, in the order in which the modifications or amendments to the contract are issued. One continuous series of lettering or numbering as the case may be, will be used for each contract, even though it is modified or amended, both by supplemental agreements and by change orders.

(2) Whenever it is desired to effect a modification of more than one contract, it is permissible, in lieu of executing separate supplemental agreements for each contract, to execute a single supplemental agreement. This may be particularly desirable in effecting reductions in the total contract price of more than one contract or in the unit prices payable for items deliverable under more than one contract, (whether in conjunction with renegotiation under the provisions of the Sixth Supplemental National Defense Appropriation Act, 1942 or otherwise). Such supplemental agreements should be numbered in accordance with subparagraph (1) above as a supplemental agreement to each contract modified thereby. This may be done either on the face thereof or on an exhibit thereto. The following illustrates the type of designation that should be given such a supplemental agreement:

Supplemental Agreement No. 3 to Contract No.:	W 669 qm-1
4	W 669 qm-2
8	W 669 qm-3

The above designations indicate that the single supplemental agreement constitutes the third modification of contract number W 669 qm-1; the fourth modification of contract number W 669 qm-2 and the eighth modification of contract number W 669 qm-3.

(b) *Change orders.* (1) Change orders will be in the form of letters addressed to the contractor, and will specify the number of the contract concerned, the changes to be made, the increase or decrease in price and time for performance, and such other terms as may be necessary. Change orders will bear the same identification as the contract which is thereby modified or amended and will be lettered or numbered whichever method is authorized by the chief of the technical service concerned, in the order in which the modifications or amendments to the contract are issued. One continuous series of lettering or numbering as the

case may be will be used for each contract, even though it is modified or amended both by supplemental agreements and by change orders.

(2) In order to avoid the work involved in duplicating change orders, the following procedure may, in the discretion of the chief of the technical service, be adopted with respect to any or all contracts:

(i) Change orders will be classified as primary change orders and secondary change orders.

(ii) Primary change orders are those which specify an increase or decrease in price or make any other material change in the terms of the contract.

(iii) All other change orders (including those in which an increase or decrease in price will be necessitated, but the amount of which is not known at the time of the change order) are secondary change orders.

(iv) Primary change orders will be numbered in accordance with subparagraph (1) above.

(v) Secondary change orders will be given only such identification as the chief of the technical service shall prescribe.

(vi) Secondary change orders will not be included in the continuous series of lettering or numbering referred to in the last sentence of subparagraph (1).

(vii) If a secondary change order is executed and it subsequently becomes apparent that the change made thereby will result in an increase or decrease in price, a supplemental agreement will be executed to evidence such increase or decrease.

§ 803.314 *Consent of sureties to modifications*—(a) *Supplemental agreements.* Subject to the provisions of paragraph (c) of this section, if payment or performance bonds have been executed in connection with a contract or if an advance payment bond has been given in connection with an advance payment made under a contract, the consent of the surety should be obtained to any supplemental agreement modifying or amending the contract.

(b) *Change orders.* Likewise, subject to the provisions of paragraph (c), the consent of such a surety should be obtained to any change order which has the effect of increasing the contract price by more than $25,000. Such consent is not necessary when the change order effects an increase in the contract price of $25,000 or less.

(c) *Exception to requirement of consent of surety.* The provisions of paragraphs (a) and (b) are subject to the qualification that the consent of a surety under a bond executed prior to the execution of a supplemental agreement, or change order is not necessary if (1) an additional bond is furnished in support of the supplemental agreement or change order and (2) such surety is also surety on the additional bond.

(d) *Examination of consents of sureties.* The original of each consent of surety required by paragraphs (a) and (b) together with the original signed number of the supplemental agreement or change order to which it relates will be forwarded through The Judge Advocate General to the General Accounting Office. The Judge Advocate General will examine the consent of surety as to form, execution and legal sufficiency and will then forward it together with the supplemental agreement or change order to the General Accounting Office for filing.

(e) *Form of consent of surety.* For form of consent of surety see § 804.496 (h).

SUBPART D—DISTRIBUTION OF CONTRACTS AND ORDERS THEREUNDER

§ 803.315 *General.* The following general instructions are applicable to the distribution of both numbered and unnumbered contracts:

(a) Contracts will not be distributed until properly signed by all parties, and approved, if approval is required.

(b) All instructions relating to distribution of contracts are subject to the provisions of AR 380–5 and all other current instructions governing the safeguarding and disclosing of information affecting the national defense of the United States. The General Accounting Office has requested that when contracts containing secret or confidential matter are forwarded to it, such contracts be transmitted under two covers, each cover to be addressed to the appropriate Army Audit Branch of the General Accounting Office (see § 803.317b). The inner cover only will be marked "Confidential."

§ 803.316 *Numbered contracts.* (a) Subject to such special instructions as may be issued by the chief of the technical service concerned, numbered contracts will be distributed as follows:

(1) The original signed number of each lump sum (fixed price) contract will be forwarded to the Army Audit Branch of the General Accounting Offices (see § 803.317b). The original signed number of each cost-plus-a-fixed-fee contract will be forwarded to the War Contract Service Section, Audit Division, General Accounting Office, Washington 25, D. C.

(2) The duplicate signed number will be filed with the contracting officer or as directed by the chief of the technical service concerned.

(3) The triplicate signed number will be forwarded to the contractor.

(4) An authenticated copy will be forwarded to the disbursing officer for his files.

(5) Additional authenticated copies or unauthenticated copies will be distributed as directed by the chief of the technical service concerned.

§ 803.317 *Unnumbered contracts.* (a) The original signed number will be furnished the disbursing officer and will be attached to the voucher on which payment is made and will accompany such voucher to the Army Audit Branch of the General Accounting Office (see § 803.317b).

(b) The duplicate signed number will be forwarded to the contractor.

(c) An authenticated copy will be furnished the disbursing officer for his files.

(d) Additional copies will be prepared and distributed as directed by the chief of the technical service concerned.

(e) A contract may be entered into under which it was anticipated that delivery would be completed in a single shipment but due to subsequent unforeseen conditions and circumstances the contractor is precluded from completing such delivery and instead makes partial shipments in order to fulfill his obligation as expeditiously as practical. Under such circumstances payments, not to exceed five (5) in number on any given contract, may be made with respect to partial deliveries under unnumbered contracts, provided that the original signed contract is attached to the first payment voucher and cross references thereto noted on successive partial and final payment vouchers. Such cross references will include the following information as to the first payment voucher: the date and the disbursing officer's name and voucher number.

§ 803.317a *Supplemental agreements and change orders.* (1) Signed numbers and copies of supplemental agreements and change orders will be distributed in the same manner as is prescribed for the contracts to which they pertain and the contracting officer will note on his retained copy of the supplemental agreement or change order the date on which the contractor's number was delivered or mailed to him. When, pursuant to § 803.313 (a) (2), a single supplemental agreement is executed to modify more than one contract, the following procedure will be followed:

(i) The original signed number will be forwarded to the Army Audit Branch of the General Accounting Office (see § 803.317b).

(ii) The duplicate signed number will be filed with the contracting officer who supervised the execution thereof or with the chief of the technical service concerned and correct copies of the supplemental agreement will be furnished to the contracting officers under all of the contracts affected by the supplemental agreement.

(iii) The triplicate signed number will be forwarded to the contractor.

(iv) An authenticated copy will be forwarded to the disbursing officer under each contract affected by the supplemental agreement.

(2) If the alternative procedure of numbering change orders provided for in § 803.313 (b) (2) is adopted, only primary change orders will be distributed in accordance with subparagraph (1) above. Secondary change orders will be given only such distribution as the chief of the technical service concerned may prescribe.

§ 803.317b *Army Audit Branches of the General Accounting Office.* In order to decentralize its work, the General Accounting Office has established an Army Audit Branch at each Army Regional Accounting Office. Accordingly, contracts, supplemental agreements and change orders, which formerly were required to be forwarded to the General Accounting Office in Washington, D. C., will in the future be forwarded to the appropriate Army Audit Branch.

(a) (1) The Army Audit Branches are maintained at the various Army Regional Accounting Offices. The Army Audit Branch to which a particular contract, supplemental agreement or change order should be sent is the one located at the Army Regional Accounting Office to which the disbursing officer under the contract is required to submit his accounts (see paragraph (b) of this section). If a particular contract permits payment by more than one disbursing officer, and the accounts of such disbursing officers are submitted to different Army Regional Accounting Offices, copies of the contract (and of supplements and change orders) should be provided for the Army Audit Branches at each of such Army Regional Accounting Offices. In such cases, the original signed number and sufficient copies for each of the other Army Audit Branches concerned will be submitted to the Army Audit Branch for the area in which the contracting officer is located. The latter Branch will retain the original and distribute the copies to the other Army Audit Branches.

(2) It is to be emphasized that the contracts are not to be forwarded to the Army Regional Accounting Office but to the Army Audit Branch. Using the Los Angeles area as an example, the following illustrates the proper method of addressing the contracts:

General Accounting Office
Army Audit Branch
1206 Santee Street
Los Angeles, Calif.

(b) The following is a list of the Army Regional Accounting Offices to which disbursing officers presently are required to submit their accounts:

(1) Army Regional Accounting Office, 63 Vesey Street, New York 7, New York.
(i) Disbursing officers stationed in Washington, D. C., except the Disbursing Officer, Finance Office, U. S. Army, Washington, D. C., Transportation Division.
(ii) Disbursing officers stationed in the Military District of Washington, D. C.
(iii) Disbursing officers stationed within the geographical limits of the First, Second, and Third Service Commands, except those assigned to tactical organizations and mobile units.
(iv) Disbursing officers stationed in the offices of the Military Attachés.
(v) Disbursing officers stationed in the European, the North African, and the Middle Eastern Theaters of Operations.
(vi) Disbursing officers serving with U. S. Army Forces in Central Africa, India, Burma, and China.
(vii) Disbursing officers stationed at any Atlantic Base Command, excluding the Caribbean Defense Command.
(viii) Disbursing officers of Task Forces in the Atlantic Area.

(2) Army Regional Accounting Office, 366 West Adams Street, Chicago 6, Illinois.
(i) Disbursing officers who are assigned to tactical organizations and mobile units which operate within the continental limits of the United States.
(ii) Disbursing officers who are stationed within the geographical limits of the Fifth, Sixth, Seventh, and Eighth Service Commands.
(iii) Disbursing officers of the Northwest Service Command, the Alaska Defense Command, and other U. S. Army Forces in Canada.
(iv) Special Disbursing Agents assigned to United States Army Transports.

(3) Army Regional Accounting Office, 490 West Peachtree Street, Atlanta 3, Georgia.
(i) Disbursing officers stationed within the geographical limits of the Fourth Service Command except those assigned to tactical organizations and mobile units.
(ii) Disbursing officers serving with U. S. Army Forces in Central and South America.
(iii) Disbursing officers located in the Caribbean Defense Command.
(iv) The Disbursing Officer, Finance Office, U. S. Army, Washington, D. C., Transportation Division.

(4) Army Regional Accounting Office, 1206 Santee Street, Los Angeles 25, California.
(i) Disbursing officers within the geographical limits of the Ninth Service Command except those assigned to tactical organizations and mobile units.
(ii) Disbursing officers stationed within the Hawaiian Department.
(iii) Disbursing officers serving with U. S. Army Forces in South Pacific and Southwest Pacific Area.

§ 803.318 *Special cases*—(a) *Purchases under contracts of Procurement Division, Treasury Department; Navy Department; Post Office Department; etc.* (1) Delivery orders covering such purchases will be distributed in accordance with § 803.317 above. If the delivery order is numbered in accordance with § 803.309 and following, it will, of course, be distributed in accordance with § 803.316 (a).

(2) The chief of the technical service concerned will secure compliance with all special instructions of the respective agencies which make the contracts. For example, the regulations of the Procurement Division, Treasury Department require that a copy of all delivery orders placed under General Schedule of Supplies Contracts be forwarded to that Division.

(3) Vouchers submitted to the Army Audit Branch of the General Accounting Office (see § 803.317b) may relate to less than all of the items covered by the delivery order. If the original signed number of the delivery order has not already been so submitted, it will be submitted to said Army Audit Branch with the first voucher; and when vouchers are submitted to said Army Audit Branch covering subsequent payments, a reference will be made to the first voucher. The reference should contain the date on which the invoice covered by the first voucher was paid and the name of the disbursing officer by whom such payment was made.

SUBPART E—CONTRACT PROCEDURE WITHIN THE SERVICE COMMANDS

§ 803.318a *Organization of service commands.*—(a) *Functions of the service commands.* The Commanding Generals of the service commands are the direct subordinates of the Commanding General, Army Service Forces, and are his field representatives for the performance of the administrative, housing, hospitalization, and supply functions assigned to them. (See sec. 403.01 of the Army Service Forces Manual M 301.)

(b) *Relationship between the service commands and the technical services.* The former offices of the special staff (including the quartermaster, engineer, ordnance officer, and signal officer) are under the complete jurisdiction of the Commanding General of each service command, and are an integral part of his headquarters; such offices are not to be considered field offices or agencies of the technical services. The technical services act as staff agencies of the Commanding General, Army Service Forces, for the functions assigned to them in directing and supervising those functions in the service commands. Accordingly, they may issue instructions to the Commanding Generals of the service commands in their own names or under the authority of the Commanding General, Army Service Forces, but they may not exercise direct command of the subordinates in the headquarters of a Commanding General of a service command (including the quartermaster, engineer, ordnance officer, and signal officer). (See sec. 403.02 of the Army Service Forces Manual M 301.)

§ 803.318b *Contract procedure*—(a) *Appointment of contracting officers.* Commanding Generals of service commands are authorized to appoint contracting officers. Contracting officers so appointed may execute service command contracts as that term is defined in paragraph (c) below, as well as technical service contracts executed on behalf of a technical service as set forth in paragraph (c) (1) (vi) to (viii) below.

(b) As indicated in § 803.318a (b), as a result of the service command reorganization much of the contracting done at posts, camps and stations located within service commands is done under the complete jurisdiction of the commanding generals of the service commands. The chiefs of the technical services have no function to perform in connection with this contracting except as staff officers of the Commanding General, Army Service Forces. Some of the contracting done at posts, camps and stations is still, however, under the jurisdiction of the chiefs of the technical services. In order clearly to differentiate contracts which are executed under the jurisdiction of the commanding generals of the service commands from those executed under the jurisdiction of the chiefs of the technical services, it is important that contracts of the former type be numbered and distributed in a manner different from technical service contracts. Accordingly, in the succeeding paragraphs a separate system of numbering and distribution is provided for contracts of the former type which, for convenience will be referred to as service command contracts.

(c) (1) It is difficult to lay down any general rule as a guide to determining when a contract is to be numbered and distributed as a service command contract. The following general guides may be used for making the determination:

(i) All contracts which are executed within a service command and which are to be paid for with funds made available to the commanding generals of the service commands by the Commanding General, Army Service Forces, are to be regarded as service command contracts and not contracts of any technical service.

(ii) Contracts which are executed under the supervision of the command-

ing generals of the service commands and which are to be financed under an open allotment (see Part V, section 1, of the War Department Fiscal Code), are to be regarded as service command contracts.

(iii) Training contracts are to be regarded as service command contracts.

(iv) Contracts for the disposition of property, by sale or otherwise, are to be designated as service command contracts unless, as in the case of contracts for the disposition of real estate, the contract is of a type over which the chief of one of the technical services exercises direct supervision. In connection with contracts for the disposition of property, see § 807.706.

(v) In addition to contracts coming within the categories enumerated in subdivisions (i) to (iv) above, all other contracts which, pursuant to the provisions of the Army Service Forces Manual or the provisions of any other regulations, are executed under the complete jurisdiction of the commanding generals of the service commands are to be regarded as service command contracts.

(vi) Any type of contract which is to be financed with technical service funds is to be regarded as a technical service contract. Subdivisions (vii) and (viii) below are two specific illustrations of the general rule contained in this subdivision (vi).

(vii) When a contracting officer within a service command is requested to execute a contract on behalf of a technical service, and it is understood that such contract is to be paid for out of technical service funds, such contract is to be regarded as a technical service contract.

(viii) When a given item is not available at a technical service depot, a representative of a service command may be given sufficient funds by a technical service to enable the service command to purchase the item in question. A contract executed in making such a purchase is to be regarded as a technical service contract.

(ix) Prisoner of war labor contracts are not to be regarded as service command contracts. They are to be numbered as contracts of the Office of the Provost Marshal General. Thus the first contract executed at the Prisoner of War Camp, Pine Camp, N. Y., would be numbered

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(x) Contracts for furnishing local transportation to Government and other personnel, executed in accordance with Circular No. 80, War Department, 1943 and Memorandum No. W55–15–43, issued by the Office of the Adjutant General, will be numbered in accordance with § 803.309 (b) as Transportation Corps contracts. This subparagraph is applicable to contracts for furnishing transportation to Army Air Forces installations and to plants of Army Air Forces contractors, as well as to contracts for the furnishing of transportation to other War Department installations and to the plants of other War Department Contractors. Any contracts for furnishing local transportation which, in accordance with any previous instructions, may have been numbered in a manner inconsistent with this subdivision (x) should, if practicable, be renumbered.

(2) In case of doubt as to whether a particular contract should be numbered and distributed as a service command contract an inquiry should be addressed to the Commanding General, Army Service Forces, Attention: Legal Branch, Director of Matériel. If time does not permit making such inquiry, the contract should be numbered as in the past, and an inquiry should be addressed to the Commanding General, Army Service Forces, Attention: Legal Branch, Director of Matériel, for advice as to how that type of contract should be numbered in the future.

(3) As indicated in paragraph (a) of this section the authority of a contracting officer of a service command includes authority to execute technical service contracts of the type referred to in subdivisions (vi) to (viii).

(d) *Distribution of service command contracts.* The provisions of Subpart D are applicable to service command contracts. In connection with service command contracts the term "chief of the technical service" is to be read as "commanding general of the service command." Service command contracts (as that term is defined in § 803.318b (c)) should not be forwarded to the headquarters of the various technical services for legal review. If the chief of a technical service requests that copies of a particular type of service command contract be forwarded to his office in order to complete his technical records, such copies may be forwarded pursuant to § 803.316 (a) (5).

(e) *Numbering of service command contracts.* (1) Contract numbers will be placed in the upper right-hand corner of service command contracts and will consist of the following in the order named:

(i) The capital letter "W", representing the War Department, followed by a hyphen.

(ii) The station number, that is, the station or office as published in the War Department Fiscal Code. There may be added to the station number a capital letter or other designation to indicate the branch by which the contract was executed. The following symbols will be used to designate the respective branches set opposite each symbol:

Q—Quartermaster.
S—Signal.
T—Transportation.
O—Ordnance.
E—Engineer.
M—Medical.
C—Chemical.
U—Repairs & Utilities Branch.
Tng—Training Branch.
AST—Army Specialized Training Branch.

No symbol other than those enumerated in the preceding sentences will be used unless approval for such use is obtained from the Legal Branch, Office of Director of Matériel, Headquarters, Army Service Forces. Any request for such approval should specify the reason why additional symbols are required. The Legal Branch will advise the Contract Service Section, Audit Division, General Accounting Office, Washington, D. C., of any approvals granted for the use of such additional symbols. It is to be emphasized that the use of the additional symbols authorized by this subdivision (ii) is for the convenience of the post, camp or station and, accordingly, is optional. The use of these branch symbols may be dispensed with or, if desired, a single branch symbol (and one series of contracts) may be used for more than one, but less than all, branches at a given post, camp or station.

(iii) A symbol in parenthesis to indicate the service command. In the case of the nine service commands, this symbol will consist of the capital letters S. C. in parenthesis followed by a hyphen and a roman numeral indicating in which service command the contract was executed. It is important that capital letters followed by periods and by the roman numeral be used in order that no confusion will arise with Signal Corps contracts which bear the symbol "sc". In the case of the Northwest Service Command and the Military District of Washington, this symbol will respectively consist of the capital letters S.C.N.W. and M.D.W., the symbol to be in parenthesis.

(iv) A serial number separated from the above by a hyphen, commencing with the number "1" and continuing in succession indefinitely without regard to the fiscal year.

(2) It is to be emphasized that the numbering procedure set forth in this paragraph is applicable only to service command contracts (as the term is defined in paragraph (c) of this section). When technical service contracts are executed within a service command (see paragraph (c), particularly subdivisions (vi) to (viii), such contracts should be numbered as technical service contracts in accordance with the provisions of § 803.309 (b).

(3) Serial numbers: It is desirable that separate series be commenced for service command contracts (as defined in paragraph (c) of this section). This should be done as promptly as possible. By adding the branch symbols authorized by subdivision (ii) of subparagraph (1) above, separate series may be maintained for each branch of a post, camp or station.

(4) Effect of War Department Fiscal Code. See § 803.309 (d).

(5) Contract of sale: Reference is made to § 807.706. As indicated therein when a contract of sale, as distinguished from a contract of purchase, is executed, the letter "s" will be added after the parenthesis of the symbol specified in subparagraph (1) (iii) of this paragraph.

(f) *Example.* Based upon paragraph (e), the following is the number of the first numbered contract executed at the Quartermaster Branch at Fort Bragg, North Carolina: W–31–001Q (S.C. IV)–1. The foregoing is on the assumption that the contract is to be paid with funds allotted to the Fourth Service Command by the Commanding General, Army Service Forces.

SUBPART F—CONTRACT APPEALS

§ 803.318d *War Department Board*—(a) *General.* By memorandum of the Secretary of War, dated 8 August 1942, there was constituted in the Office of the Under Secretary of War a board to be known as "War Department Board of Contract Appeals". The board is hereinafter referred to as "the Board". The Board consists of three members, one of whom is designated as President of the Board. There is also a recorder. The President of the Board and the recorder are required to be persons trained in the law. The Under Secretary of War recommends appointees for membership on the Board and for the position of recorder, and nominates the President of the Board. Appointments are made by the Secretary of War. If the Under Secretary of War at any time determines that additional members of the Board are necessary in order to process appeals with reasonable despatch, he may from time to time recommend for appointment such additional members of the Board as he deems necessary, and may make recommendations for the filling of any vacancies on the Board and in the office of the recorder. Upon request of the Under Secretary of War, The Judge Advocate General is authorized to assign to the Board one or more judge advocates as trial attorneys or examiners; and if and when deemed necessary by the Under Secretary of War and upon his request, The Judge Advocate General may also assign a judge advocate as general counsel.

(b) *Types of contracts, appeals from which may be taken.* In general, contracts contain two types of "disputes" clauses under which appeals may be taken. Some specifically authorize the Secretary of War to appoint as his authorized representative either individuals or "a board". (See § 803.326). Others do not specifically authorize the appointment of "a board". Contracts containing clauses specifically authorizing the designation of "a board" are referred to in the succeeding paragraphs as "contracts containing the standard clause". Contracts containing clauses not specifically authorizing the designation of "a board" are hereinafter referred to as "contracts containing the nonstandard clause".

(c) *Appeals under contracts containing standard clause.* In the case of contracts containing the standard clause, appeals from decisions of contracting officers or other authorities (including the chiefs of the technical services) will be heard, considered and decided by the Board acting as the duly authorized representative of the Secretary of War, as fully and finally as the Secretary of War might do.

(d) *Appeals under contracts containing the nonstandard clause.* In the case of contracts containing the nonstandard clause, appeals from decisions of contracting officers or other authorities (including the chiefs of the technical services) will be heard and considered by the Board which will report its views on such appeals to the President of the Board. The President, as the authorized representative of the Secretary of War, will then make the decision, as fully and finally as the Secretary of War might do, unless he shall not be in accord with the decision of the Board, in which case he will promptly submit the case for final determination upon the record to the Under Secretary of War. The latter will then make the decision as the duly authorized representative of the Secretary of War for that purpose.

(e) *Functioning of Board.* The President of the Board from time to time may divide the Board into divisions of one or more members and assign members to such divisions. A majority of the members of the Board or of a division thereof shall constitute a quorum for the transaction of the business of the Board or of a division respectively, and the decision of a majority of the members of the Board or of a division shall be deemed to be the decision of the Board or of the division as the case may be. If a majority of the members of the division is unable to agree on a decision, or if within thirty days after a decision by a division the Board or the President thereof directs that the decision of the division be reviewed by the Board, the decision will be so reviewed; otherwise the decision of a majority of the members of the division shall become the decision of the Board. If a majority of the members of the Board is unable to agree upon a decision, the President of the Board will promptly submit the appeal to the Under Secretary of War for his decision upon the record. The Under Secretary of War is designated as the authorized representative of the Secretary of War for that purpose. A vacancy in the Board or in any division thereof shall not impair the powers nor affect the duties of the Board or division nor of the remaining members of the Board or division, respectively. The authority and procedure specified in this paragraph shall apply whether the Board be acting as the duly authorized representative of the Secretary of War under paragraph (c) or in an advisory capacity under paragraph (d) of this section.

(f) *Taking testimony.* Any member of the Board or any examiner designated by the President of the Board for that purpose may hold hearings, examine witnesses, receive evidence, and report the evidence to the Board or, if the case is pending before a division, to the appropriate division.

(g) *Powers of Board.* The Board has all powers necessary and incident to the proper performance of its duties and has the power with the approval of the Under Secretary of War to adopt its own methods of procedure and rules and regulations for its conduct and for the preparation and presentation of appeals. These rules and regulations are set forth in paragraphs (a) to (l) of § 803.316.

(h) *Place for holding hearings.* The office of the Board is in the office of the Under Secretary of War but hearings also may be held in such other places as the Board determines to be expedient or necessary for the proper performance of its duties.

(i) *Procedure.* The Board fixes the times when and places where hearings will be held, and serves notice thereof. The parties or their representatives are entitled to be heard and introduce evidence; *Provided*, That if a transcript of the evidence taken at a hearing in the office of the chief of a technical service accompanies the record, the Board may limit the testimony before it to matters not disclosed by the transcript.

(j) *Correspondence.* All correspondence pertaining to appeals to the Secretary of War is to be referred to and conducted by the Board.

§ 803.318e *Rules and regulations of Board.* The rules and regulations promulgated by the Board, and approved by the Under Secretary of War under date of September 25, 1942, are set forth in paragraphs (a) to (l) of this section. A form of notice of appeal is set forth in paragraph (m). As said rules and regulations or such form are amended by the Board from time to time, these paragraphs will be amended to conform.

(a) *Rule I: General matters.*

1. *Correspondence.* All correspondence with the Board shall be addressed "War Department Board of Contract Appeals, Office of the Under Secretary of War, Washington, D. C."

a. *Channels of communication.* The president, any member of the Board, and the recorder thereof are authorized to correspond directly, without regard to the usual channels of communication, with any officer or other person within or without the Army, the War Department, the Ground Forces, the Army Service Forces, or the Army Air Forces, relative to any information desired by the Board, or in connection with any matters pertaining to the business of the Board. Any information obtained from such correspondence shall not be used as evidence at the hearing on any appeal without first having been submitted to the parties to the appeal.

b. *Letters.* Letters advising the appellant or other party to an appeal of the final decision of the Board on any appeal and any further correspondence regarding the appeal, including letters to the Comptroller General, may be signed by the president or recorder of the Board.

c. *Transmission of papers.* The president of the Board or the recorder thereof, by direction of the Board, is authorized to transmit directly to the chief of any technical service concerned, for appropriate action, any papers, documents, or other data pertaining to any appeal that may come to the Board, which the chief of such service is authorized under the terms of the contract finally to determine or to determine subject to appeal to the Secretary of War.

d. *Routing of correspondence.* All papers pertaining to appeals to the Secretary of War under War Department contracts, received in the War Department or any agency thereof, or any technical service, shall be transmitted directly to the War Department Board of Contract Appeals, except as provided in Rule II.

2. *Form, size and number of papers filed.* Appeals, notices, motions, applications, stipulations, briefs, depositions, and other papers, if typewritten, filed with the Board shall be typewritten on one side of the paper only, with margin 1½ inches on the left of the page, and, as far as practicable, shall be upon paper 8½ x 11 inches in size. The papers shall be fastened on the left side without covers or back. Six copies of each of such papers, whether typewritten or not, except stipulations and depositions, shall be filed.

3. *Number to be assigned to proceedings.* The recorder shall assign a number to each appeal coming before the Board, which number will be placed on all papers in the case.

4. *Amendments.* The Board may, in its discretion, allow any paper to be amended or corrected or any omission therein to be supplied.

5. *Service of papers.* Service of papers in all hearings, investigations, and proceedings pending before the Board may be made personally, or by mailing the same in a sealed envelope, registered, return receipt requested, with postage prepaid, addressed to the party upon whom service shall be made, and the date of the registry receipt shall be the date of service. Waiver of the service of any paper may be noted thereon or on a copy thereof, or on a separate paper, signed by the parties or their attorneys and filed with the Board. When any party has appeared by attorney, service upon the attorney will be deemed proper service upon such party.

6. *Substitution of parties.* In the event of the death of an appellant, or for other cause, including a change in the name of a corporation or other party or the succession of one party to the functions or interests of another, or in the event of a mistake in the name or title of a proper party, the Board may order substitution of the proper name or title.

7. *Motions for substitution.* All motions for substitution shall be accompanied by pertinent documentary evidence, unless the parties by stipulation filed with the Board agree to the substitution.

8. *Army Air Forces.* The term "technical services" as used in these rules, includes the Army Air Forces; and the term "chiefs of the technical services" includes the Commanding General, Army Air Forces.

(b) *Rule II: Proceedings preliminary to hearings.*

1. *Appeals, how taken.* *a.* An appeal from the decision of a contracting officer and an appeal from the decision of the chief of a technical service must be in writing, filed with the officer from whose decision the appeal is taken, within the time allowed by the contract, unless for good cause shown, the board shall determine to consider the appeal on its merits, notwithstanding it was not filed within the time allowed by the contract.

b. Form of appeals. Each appeal shall state the particular provisions of the contract out of which the dispute arises; the exact nature of the dispute and the ruling of the contracting officer or other authority from which the appeal is taken, together with a statement of specific facts claimed by the appellant to sustain his position. If the appeal is insufficient in these respects it may be returned for appropriate amendment. The appeal should follow, substantially, the form annexed to these rules and must be signed and sworn to by the appellant. Six copies of the appeal should be filed.

2. *Time of filing to be endorsed.* When the appeal has been received by the contracting officer or the chief of a technical service, as the case may be, he will endorse thereon the date of filing and forward the appeal, as hereinafter provided.

3. *Findings of fact and decisions.* *a.* In rendering a decision on any dispute involving a question of fact, the contracting officer or the chief of a technical service, as the case may be, shall prepare and sign findings of fact, a true copy of which with his written decision, shall be promptly furnished the contractor; and in case of appeal, the officer from whose decision the appeal is taken shall forward a true copy of such findings and of the decision, as hereinafter provided.

b. Forwarding by contracting officer. When an appeal is taken from the decision of a contracting officer he shall promptly forward to the chief of service concerned, a true copy of his findings of fact and of his decision; the original written appeal and the required copies thereof; a transcript of any evidence taken by him; and all pertinent papers in the case.

c. Forwarding by chiefs of Technical Services of appeals from decisions of Contracting Officer. (1) If the appeal from the contracting officer's decision is to the Secretary of War, the chief of the technical service receiving the appeal will exercise the utmost care to see that the record is complete as required by these rules and regulations; will add to the file, if not already in it, an original duplicate or true copy of the contract, including the plans and specifications and all changes and supplemental agreements; and shall promptly forward the complete file to the War Department Board of Contract Appeals.

(2) If for any reason the complete file cannot be so forwarded within five days from the date the appeal is received, the chief of the technical service will report to the War Department Board of Contract Appeals the date on which the appeal was received in his office and the reason for the delay in forwarding the file.

(3) It will be unnecessary, hereafter, for the chiefs of the technical services to furnish the reports required by paragraph 7, of P & C General Directive No. 72, of November 7, 1941.

4. *Forwarding appeals from chiefs of services.* The chief of a technical service, within five days after the receipt of a written appeal from his decision, will forward the original written appeal and the required copies thereof to the War Department Board of Contract Appeals, together with the following papers: a copy of his findings of fact and decision; the advisory report, if there be one, of the contract settlement board in his office; a transcript of any testimony taken during the course of the proceedings; a duplicate original or a certified copy of the contract, including the plans and specifications and all changes and supplemental agreements; the findings of fact and decision of the contracting officer; and all papers and correspondence pertaining to the contract, pertinent to the consideration of the appeal.

5. *Appeals improperly filed.* If any officer or agency of the War Department should receive a written appeal which has not been filed as provided in paragraph 1, of this rule, the recipient shall, after endorsing thereon the date of its receipt, immediately transmit the appeal to the chief of the technical service concerned:

a. For appropriate action as provided in paragraph 4, of this rule, if the appeal is from the decision of such chief; or

b. If the appeal is from the decision of a contracting officer, then for transmission to the contracting officer for action as required by paragraphs 3 *a.* and 3 *b.* of this rule.

6. *Calls for papers, documents and information.* After an appeal has been filed, the Board, or any member thereof, or any person designated by the Board for that purpose, may call for the production of any papers, documents, or specific information in the possession of any of the parties, relevant to the dispute out of which the appeal arises.

(c) *Rule III: Hearings.*

1. *Where held.* Hearings shall be held at the office of the Board unless otherwise directed by the Board.

2. *Notice of hearings.* *a.* The appellant and the representative of the Government shall be given at least 10 days notice of the time and place of hearing.

b. Continuances will not be granted except upon written motion and for good cause shown.

3. *Request for hearing at place other than office of the Board.* If the appellant shall desire that a hearing be held at a place other than the office of the Board, he shall at the time of taking his appeal, or within a reasonable time thereafter, but before service of notice of hearing, make a request therefor, showing the name of the place where he would prefer the hearing to be held, and stating fully the reason for such request. The representative of the Government may, within 10 days after an appeal has been filed in the office of the Board, file with the Board a request for hearing at a place other than the office of the Board and shall in such request state fully the reasons therefor. If neither the appellant nor the representative of the Government request a hearing at a place other than at the office of the Board, the Board may, nevertheless, on its own motion hold a hearing at another place.

4. *Stipulating facts.* The appellant and the representative of the Government may, by stipulation in writing filed with the Board, agree upon the facts or any portion thereof involved in the appeal, which stipulation shall be regarded and used as evidence at the hearing. However, the Board may, in such case, require additional evidence.

5. *Limiting testimony.* Where there is a transcript of testimony taken in the office of the chief of any technical service, the Board may, in its discretion, limit the testimony before it to testimony relative to matters not disclosed by the transcript. In all cases the Board may limit the amount of testimony, where merely cumulative.

6. *Submission on the record to the Under Secretary of War.* Where a majority of the members of the Board are unable to agree upon a decision, and the matter is submitted on the record to the Under Secretary of War for final determination, ordinarily, no further testimony will be introduced. However, the Under Secretary of War may, in his discretion, direct that additional testimony be taken before the Board, a division thereof, or before such person as he may designate, or he may direct a re-hearing before the Board, or reconsideration by the Board.

7. *Absence of parties or counsel.* The unexcused absence of a party or his counsel at the time and place set for the hearing of any proceeding will not be the occasion for delay, but the hearing will proceed and the case will be regarded as submitted on the part of the absent party or parties.

8. *Limitation of argument.* Oral argument before the Board or any division thereof may be limited by the Board or by the division, respectively.

9. *Briefs.* The parties may file briefs in lieu of personal appearances or in connection therewith. All briefs will be filed within 20 days after conclusion of the hearing unless otherwise directed by the Board or by the division before which the appeal is pending.

10. *Oral examination of witnesses.* Witnesses before the Board or any division thereof or before any member or examiner will be examined orally under oath, unless the facts are stipulated or the Board or division thereof shall otherwise order.

(d) *Rule IV: Evidence.*

1. *Copies of papers.* When books, records, papers, or documents have been received in evidence, a true copy thereof or of such part thereof as may be material or relevant may, in the discretion of the Board or of the division holding the hearings, be substituted therefor.

2. *Withdrawal of exhibits.* After a decision has become final, the Board may, upon motion, permit the withdrawal of original exhibits, or any part thereof, by the party entitled thereto, or may, on its own motion make such other disposition thereof as it deems advisable.

3. *Administration of oaths.* Any judge advocate or acting judge advocate, the president, any member or the recorder of the Board, or any officer detailed to conduct an investigation, or hold a hearing, may administer oaths to witnesses.

4. *Ex parte affidavits not evidence.* Statements in the petition, ex parte affidavits, and briefs do not constitute evidence.

(e) *Rule V: Depositions.*

1. *Before whom taken.* *a.* Depositions to be read in evidence before the Board or any division thereof may be taken before and authenticated, by any officer, military or civil, authorized by the laws of the United States or by the laws of place where the deposition is taken, to administer oaths.

b. Form and return of deposition to Board. Each deposition shall show the docket number and the caption of the proceeding, the place and date of taking, the name of the witness, and the party by whom called. The officer taking a deposition shall enclose the original deposition and exhibits, in a sealed packet, with postage or other transportation prepaid, and direct and forward the same to the War Department Board of Contract Appeals, Office of the Under Secretary of War, Washington, D. C.

2. *Notice to take, or stipulation for taking.* When either party desires to take a deposition, unless the parties shall stipulate as to the time when and place where the deposition is to be taken and the name of the officer before whom it is to be taken and the name and address of the witness, such party shall give to the opposite party at least 10 days notice of the time when and the place where such deposition will be taken and the name and address and official title of the officer before whom it is proposed to take the deposition, as well as the name of the witness. A deposition may be taken either upon written interrogatories or upon oral examination, as may be specified in the notice. If the deposition is to be taken upon written interrogatories, copies thereof shall accompany the notice to take depositions. If the opposite party desires to submit cross interrogatories, same must be served upon the party giving the notice within 5 days from the receipt of the notice to take the deposition, or within such further time as may be allowed by the Board. In order to avoid the taking of depositions or to avoid a continuance for the purpose of taking the testimony of any witness, the parties may stipulate what the testimony of the witness would be if present, and such stipulation shall be received in evidence by the Board.

3. *Reason for taking.* A duly authenticated deposition may be read in evidence before the Board, if such deposition be taken when the witness resides, is found, or is about to go beyond the State, Territory, or District in which the Board or a division thereof is to hold a hearing, or beyond the distance of 100 miles from the place of hearing, or when it appears to the satisfaction of the Board or a division thereof, that the witness by reason of age, sickness, bodily infirmity, imprisonment, or other reasonable cause is unable to appear and testify in person at the place of hearing.

4. *Deposition not considered until offered.* *a.* Testimony taken by deposition will not be considered until offered and received in evidence.

b. Introduction of deposition by opposite party. A deposition taken by one party may be introduced by the opposite party, but the whole deposition must be offered unless otherwise stipulated by the parties, or directed by the Board or by the division hearing the appeal.

(f) *Rule VI: Decisions and findings.*

1. *Copies to be served on parties.* Decisions and findings of the Board, including decisions of any division thereof which have become decisions of the Board, including findings on questions of fact, shall be certified under the seal of the Board and served upon the parties or their attorneys in the manner herein provided for the service of papers.

2. *Divisional opinions.* A copy of each opinion of a division shall be promptly furnished by the division to each member of the Board, and if a majority of the members of the Board, including the president, shall at any time within 30 days after the date of the decision by the division file with the recorder a statement in writing to the effect that they do not desire a review of the decision by the Board, the recorder will make an entry in the records of the Board to that effect as of the date on which a majority of the members of the Board shall have filed such statements. Thereupon the decision of the division shall become the decision of the Board, and the recorder will promptly furnish copies of the decision to the parties concerned.

(g) *Rule VII: Representation.*

a. Qualifications of attorneys. Any appellant may be represented before the Board by an attorney at law who has been admitted to practice and who is in good standing, before the Supreme Court of the United States, or before the highest court of any State, Territory, possession or the District of Columbia. The Board may, in its discretion, require any person appearing as an attorney at law, to present to the Board evidence that he or she possesses the above qualifications. The statement of the attorney may be accepted as satisfying the requirement of this rule.

b. Representation in lieu of counsel. Any individual appellant may appear for himself. Any partnership appellant may be represented by one or more partners. Any corporate appellant may be represented by a *bonafide* officer of the corporation.

(h) *Rule VIII: Transcript of proceedings.*

1. *Record of hearings.* A full and complete record shall be kept of all hearings before the Board or any division thereof.

2. *Testimony to be taken stenographically.* The testimony shall be stenographically reported, and transcripts thereof shall be made, if in the opinion of the Board or of the division holding the hearing, a permanent record of the testimony is deemed necessary. Transcripts shall be supplied to the parties and to the public by the official reporter at such rates as may be fixed by contract between the Board and the reporter.

(i) *Rule IX: Rehearings.*

a. Applications for rehearings, etc. Either party may apply to the Board for a rehearing, or reconsideration as to any matter determined by the Board, and to a division of the Board as to any matter determined by that division. Rehearing, further hearing or reconsideration of a decision, may be had, if in the judgment of the Board or of the members of the division in which the decision was rendered, as the case may be, sufficient reason therefor be made to appear.

b. Motions for. All motions for rehearing, or reconsideration shall set forth specifically the ground or grounds relied upon to sustain the motion, and must be filed within 10 days from the date of the service of a copy of the decision of the Board or of a division, respectively, upon the party filing the motion. All such motions will be determined upon the record and briefs submitted and without oral argument or additional evidence.

(j) *Rule X: Computation of time.*

Sundays and legal holidays to be counted. Whenever these rules or any order of the Board prescribe a time within which any act may be performed, Sundays and legal holidays in the District of Columbia shall count the same as other days, except that when the time prescribed for the performance of an act expires on a Sunday or a legal holiday in the District of Columbia, such time shall extend to and include the next succeeding day that is not a Sunday or such a legal holiday: *Provided*, That when the time for performing any act is prescribed by statute, nothing in these rules shall be deemed to be a limitation or extension of the statutory time period.

(k) *Rule XI: Coordination with Price Adjustment Board.*

1. *Notice to Price Adjustment Board.* Upon the filing of an appeal with the Board, the recorder thereof will promptly advise the War Department Price Adjustment Board of the pendency of the appeal, giving the name of the contractor, the contract number, the name of the contracting officer or other authority from whose decision the appeal has been taken, together with a copy of the appeal or a brief statement of the issues involved.

2. *Information regarding renegotiation.* Prior to any hearing, the Board will ascertain from the War Department Price Adjustment Board, whether any renegotiation agreement has been accomplished relating to the contract under which the appeal is pending or whether renegotiation proceedings relative to the contract are pending. If a renegotiation agreement has been entered into such agreement will be taken into consideration by the War Department Board of Contract Appeals in reaching its decision. If renegotiation proceedings are pending the Board may, in its discretion, suspend further proceedings on the appeal until the renegotiation proceedings have been concluded. A copy of each decision rendered by the Board will be furnished the War Department Price Adjustment Board.

(l) *Rule XII: Effective date.*

These rules shall become effective from the date of their approval by the Under Secretary of War, and from time to time may be amended by the Board with such approval.

(m) *Form of notice of appeal.*

Appeal of ----------
(Contractor)
Under Contract No. ------ B. C. A. No. ------

To the SECRETARY OF WAR:

The undersigned contractor under the contract referred to above, hereby appeals to the Secretary of War from the decision of the

(here insert the name and title of the contracting officer, or the name and title of the chief of the technical service, as the case may be)

rendered on the ------ day of ----------, 19----, wherein it was ruled:

(here insert the specific ruling from which the appeal is taken)

That said ruling was erroneous and that the undersigned contractor is aggrieved thereby, for the following reasons:

That the dispute arises out of the following provisions of the contract:

(here insert pertinent contract provisions)

That the facts which sustain appellant's position are as follows:

(here state specific facts upon which the claimant relies to sustain the appeal)

That the dispute out of which the appeal arises has not been disposed of by mutual agreement, although appellant has made an effort to that end.

This appeal is made pursuant to Article ---- of the contract.

That the postoffice address of appellant is as follows:

Dated at ---------- this ------ day of ---------- 19----

(Contractor, appellant)

By ----------
(Title of officer if a corporation, or the word "partner", if a partner signs for a partnership)

Form of verification where petitioner is an individual:

STATE OF ----------
County of ----------, *ss:*

----------, being first duly sworn upon his oath deposes and says that he is the appellant referred to above; that he has read the foregoing and knows the contents thereof, and that the facts therein stated are true of his own knowledge except as to matters which are therein stated on information or belief; and that as to those matters he believes the statements to be true.

Subscribed and sworn to before me this ---- day of ----------, 19-----.

Notary Public in and for the county of ----------, state of ----------

Form of verification where appellant is a corporation:

STATE OF ----------
County of ----------, *ss:*

----------, being first duly sworn upon his oath deposes and says, that he is the ---------- of the above-named corporation, appellant; that he is authorized to make this oath for and on its behalf; that he has read the foregoing instrument, knows the contents thereof, and that the facts stated therein are true of his own knowledge, except as to matters which are therein stated on information or belief, and that as to those matters he believes the statements to be true.

Subscribed and sworn to before me this ---------- day of ----------, 19----

---

Notary Public in and for the county of ----------, state of ----------

Form of verification where the petitioner is a partnership:

STATE OF ----------
County of ----------, *ss:*

----------, being first duly sworn upon his oath deposes and says that he is a member of the above-named partnership, appellant; that he has read the foregoing instrument, knows the contents thereof, and that the facts therein stated are true of his own knowledge, except as to matters which are therein stated on information or belief, and that as to such matters, he believes the statements to be true.

Subscribed and sworn to before me this ---------- day of ----------, 19----

---

Notary Public in and for the county of ----------, state of ----------

If the appellant is represented by an attorney give his name and address.

§ 803.318f *Appeals boards within the technical services*—(a) *General.* There should exist in each technical service, a board to act as an advisor to the chiefs of the technical services with respect to appeals under contracts which authorize the chiefs of the technical services to pass upon appeals either finally or subject to further appeals by the contractor to the Secretary of War.

(b) *Organization of boards.* Each board should consist of at least three members. One member of the Board, preferably with legal training, should be designated as executive secretary, to maintain a calendar of such cases as may be appealed to the chief of the service; to make a preliminary analysis of each case, and if necessary, return the file for further evidence, papers or exhibits; to maintain a record of the progress of each case; and in general, to act as executive representative of the Board and of chief of the technical service with respect to such matters. The Under Secretary of War will be informed of the name and address of every such executive secretary. Unless the chief of any technical service considers the volume of such work to be sufficient to require the full-time services of such executive secretary or other board members, they should be directed to perform such services in addition to other duties.

(c) *Procedure.* In order that a uniform and orderly procedure may be followed, the following steps are prescribed in each case. The board should:

(1) Investigate and determine the facts in each case. During each such investigation, an opportunity should be afforded to the contractor, if he desires it, to present evidence in support of his contentions.

(2) Arrive at a finding of all essential facts and prepare a statement thereof for the information of the chief of the technical service concerned, and of the Under Secretary of War in cases forwarded to him for disposition. In the latter cases the report of the Board, together with the recommendation of the chief of the technical service concerned and the complete files in the case, will be forwarded to the Under Secretary of War.

(3) Based upon these findings of fact, prepare any necessary correspondence, supplemental agreements, or other documents for the action of the persons concerned.

(d) In the determination of disputes, it will be the policy of all concerned to do complete and fair justice to the legitimate claims and contentions of every contractor, subject, however, to the limitation that in the absence of specific statutory authority no officer or official of the United States is vested with any power to surrender without consideration to the United States, any asset or right of the United States; every such officer and official must be controlled by the express terms of the contract in question and the applicable statutes and regulations.

(e) The recommendations of the boards in question will be advisory only; the chief of the technical service concerned will not be bound by any such recommendation.

SUBPART G—GUARANTEES, LOANS AND COMMITMENTS, AND ADVANCE PAYMENTS

§ 803.319 *General*—(a) *War Department policy.* It is the policy of the War Department that, in general, guarantees of loans, not in excess of 90 per cent of the principal amount of the loan, are to be employed rather than direct loans or participations in loans; and that likewise, guarantees of loans are, in general, to be employed in preference to advance payments. It is not intended entirely to supplant advance payments, especially where the technical service concerned concludes that the negotiation or performance of a particular contract will be facilitated by the use of advance payments.

(b) *Policy in connection with prime contractors.* Guaranteed loans to a prime contractor are particularly preferable to advance payments to such a contractor in the following situations:

(1) Where a number of technical services are involved,

(2) Where the prime contractor is at the same time a subcontractor under other prime contracts,

(3) Where the prime contractor has contracts with several branches of the government,

(4) Where the prime contractor has a large number of contracts and purchase orders.

In the above situations, guaranteed loans avoid the difficulties of segregation, accounting and supervision which are inherent in advance payments.

(c) *Policy in connection with subcontractors.* Guaranteed loans to subcontractors are preferable to subadvances even though the guarantee may exceed 90 per cent of the principal amount of the loan.

(d) *Cooperation with liaison officers.* The closest cooperation should exist between contracting officers, liaison officers (see § 803.320 (d)), and the Federal Reserve Banks, from the time negotiations for an award of a prime contract commence. Only in this way can there be devised the most practical method of financing from the standpoint of maximum war production by the contractor. In a given case, the most practical method of financing may be (1) private financing, (2) a guaranteed loan, (3) advanced payments, or (4) a direct Government loan; if a guaranteed loan or a direct loan, it may or may not be policed as to expenditures by the technical service most interested. That method of financing which is most conducive to maximum production should be adopted by mutual agreement between the contracting officer and the liaison officer, and it shall be the function of the liaison officed to endeavor to insure cooperation among the several technical services and with other branches of the government to this end.

(e) *Determination of method of financing at time of award.* In the case of prime contractors, especially those having contracts with a single technical service, the method of working capital financing most conducive to maximum production should be determined prior to the making of an award. The question of the amount of facilities necessary for such production and the method of financing such facilities should also be determined at that time. To these ends, the fiscal and production branches of procurement offices should closely cooperate both internally and, where appropriate, with the liaison officers and the Federal Reserve Banks.

§ 803.320 *Guarantees, loans and commitments under Executive Order No. 9112*—(a) *Executive Order No. 9112.* Under date of March 26, 1942, Executive Order 9112 (7 F.R. 2367) was issued. It reads in part as follows:

(1) The War Department, Navy Department and the Maritime Commission are hereby respectively authorized, without regard to the provisions of law relating to the making, performance, amendment or modification of contracts, (a) to enter into contracts with any Federal Reserve Bank, the Reconstruction Finance Corporation, or with any other financing institution guaranteeing such Reserve Bank, Reconstruction Finance Corporation or other financing institution against loss of principal or interest on loans, discounts or advances, or on commitments in connection therewith, which may be made by such Reserve Bank, Reconstruction Finance Corporation, or other financing institution for the purpose of financing any contractor, subcontractor or others engaged in any business or operation which is deemed by the War Department, Navy Department or Maritime Commission to be necessary, appropriate or convenient for the prosecution of the war, and to pay out funds in accordance with the terms of any such contract so entered into; and (b) to enter into contracts to make, or to participate with any Federal Reserve Bank, the Reconstruction Finance Corporation, or other financing institution in making loans, discounts or advances, or commitments in connection therewith, for the purpose of financing any contractor, subcontractor or others engaged in any business or operation which is deemed by the War Department, Navy Department or Maritime Commission to be necessary, appropriate or convenient for the prosecution of the war, and to pay out funds in accordance with the terms of any such contract so entered into.

(b) *Administration.* The administration of the powers conferred upon the War Department by Executive Order 9112 are vested in the Advance Payment and Loan Branch, Office of the Fiscal Director, Headquarters, Army Service Forces. The general policies and procedures established by that Branch as well as the general contractual arrangements established by the Branch are subject to review by the Director, Purchase Division, Headquarters, Army Service Forces.

(c) *Financial contracting officers.* Financial contracting officers are officers or civilian officials attached to the Office of the Fiscal Director, Headquarters, Army Service Forces who have been granted authority by the Fiscal Director of said Division to execute or approve guarantees (either in the form of guarantees to save financial institutions harmless or in the form of commitments to purchase), to make direct Government loans, to enter into other financial arrangements, and to enter into commitments therefor, all pursuant to the authority conferred by Executive Order 9112; to participate in negotiations for financing; and to coordinate with the Federal Reserve Banks which act as agents of the War Department in arranging financing for businesses whose operations are necessary, appropriate or convenient for the prosecution of the war.

(d) *Liaison officers.* Liaison officers are officers or civilian officials attached to the Advanced Payment and Loan Branch, Office of the Fiscal Director, Headquarters, Army Service Forces, who have been detailed for duty in every city in which a Federal Reserve Bank is situated as well as in Los Angeles and Detroit. Their functions and duties are those specified in paragraphs (e) and (i) as well as in various other sections of this subpart.

(e) *Procedure for obtaining guaranteed loans.* Contractors may make applications for guaranteed loans:

(1) Through a local bank which in turn will transmit the applications to the Federal Reserve Bank in the district where the bank is located,

(2) Directly to the Federal Reserve Bank, or

(3) To a liaison officer.

It will be the duty of the liaison officer to obtain information from the procurement officers of the technical service or services concerned and from other appropriate sources as to whether the applicant's operations (existing or prospective) are necessary, appropriate, or convenient for the prosecution of the war and as to applicant's ability to perform its contracts. When liaison officers are not actually detailed to a given Federal Reserve District, the Federal Reserve Bank will perform this duty. Upon the basis of the information so obtained, the liaison officer will issue a Statement of Necessity. If the liaison officer is not satisfied that the terms and conditions of the loan will expedite production and protect the Government's interest to the fullest extent possible, the Statement of Necessity may be withheld pending the working out of satisfactory terms and conditions.

(f) *Loans and guarantees not requiring submission to the Advance Payment and Loan Branch, Office of the Fiscal Director.* Upon the issuance of a Statement of Necessity, a direct Government loan or a guarantee on behalf of the War Department may be completed by a Federal Reserve Bank, acting as fiscal agent of the United States on such terms and conditions as to it may seem advisable, provided that such loan or guarantee must be submitted for approval to the Advance Payment and Loan Branch, Office of the Fiscal Director, if it comes within any of the categories set forth in paragraph (g).

(g) *Loans and guarantees requiring submission to the Advance Payment and Loan Branch.* Direct Government loans and guarantees coming within any of the following categories must be submitted for approval to the Advance Payment and Loan Branch, Office of the Fiscal Director, Headquarters, Army Service Forces:

(1) All direct Government loans and also all guarantees when the amount thereof plus the amount of all loans and guarantees made pursuant to Executive Order No. 9112 (including Navy Department and Maritime Commission loans and guarantees), which the contractor has then outstanding, exceed $100,000.

(2) All guarantees when the liaison officer and the Federal Reserve Bank disagree as to the terms and conditions thereof.

(3) All guarantees, regardless of the principal amount of the loan, when the guarantee is for an amount in excess of 90 percent of the principal amount of the loan.

(4) All guarantees when the Federal Reserve Bank is itself participating in the loan.

(h) *Execution of loan or guarantee.* If the Federal Reserve Bank does not participate in the loan, the guarantee normally will be executed by the Federal Reserve Bank as fiscal agent of the United States. If the Federal Reserve Bank does participate in the loan, the guarantee will be executed by the financial contracting officer. Direct Government loans will be executed by a financial contracting officer.

(i) *Cooperation of procurement officers.* When it has been determined pursuant to § 803.319 (a) and (d) that a guaranteed loan is the method of financing most conducive to maximum war production, it is essential that the Federal Reserve Bank, the Advance Payment and Loan Branch, the liaison officers, and the financial contracting officers receive the fullest and speediest cooperation from the procurement officers of the various technical services. Procurement officers of the technical services will furnish such information relating to contracts awarded or executed by them, and as to subcontractors and orders under such contracts, as may be called for by the Federal Reserve Bank, the Advance Payment and Loan Branch, liaison officers or financial contracting officers. In order to expedite this cooperation, special units may be established in the district offices of the technical services, or existing Advance Payment Sections may be utilized for this purpose. Information normally required to be furnished will include:

(1) The need for the borrower's production, and

(2) The ability of the borrower to perform from the view point of technical production.

Obtaining information as to the borrower's financial condition is primarily the responsibility of the liaison officer and the Federal Reserve Banks. However, procurement officers of a technical service may supply such information and may make recommendations with respect thereto which will be given due weight provided that the information as to the necessity for the production and the technical ability of the borrower to perform is not delayed.

§ 803.321 *Advance payments*—(a) *General policy.* Subject to provisions of § 803.319 (a) to (c), advance payments will be made to contractors upon their request in all cases where such action will facilitate the prosecution of the war provided that after careful scrutiny it is determined that the national interest will be promoted thereby and provided that the Government will be adequately protected.

(b) *Types of contracts.* Subject to the provisions of paragraph (a), advance payments may be made in connection

with agreements of all kinds (whether contracts, letter contracts, letter purchase orders or other types of agreements).

(c) *Advance payments under contracts executed prior to December 27, 1941.* No advance payment in excess of 30 per cent of the amount of the contract will be authorized upon a contract entered into prior to December 27, 1941, except under a supplemental agreement containing provisions for such an advance payment executed on or after December 27, 1941.

(d) *Security.* Advance payments shall be authorized only upon the furnishing of adequate security by the contractor. The security to be furnished will be that required under the provisions of the standard clauses or standard forms of supplemental agreements referred to in paragraph (k). A guarantee by, or bond of, a parent corporation is desirable if the subsidiary corporation has limited financial responsibility, especially in the case of a newly formed subsidiary corporation. Whether guarantees, subordination agreements or other security devices should be required, in connection with advance payments, is within the discretion of the person having authority to approve the authorization of advance payments. Advance payments bonds will be required only in the most exceptional circumstances. (See §§ 804.406 (d) and 804.407 (a).)

(d–1) *Release of security upon liquidation of advance payments.* The execution, upon the liquidation of advance payments, of releases and agreements to release mortgages, guarantors in guaranty agreements, sureties on advance payment bonds, and other security devices, which may be required in connection with advance payments, will facilitate the prosecution of the war. Accordingly, such releases and agreements to release may be executed pursuant to Title II of the First War Powers Act, 1941, and Executive Order 9001, by the chief of a technical service or his duly authorized representative, or by the person to whom he may delegate such authority, in those cases where such security devices have been given to secure a specific advance payment or advance payments and no other obligations to the Government, and such advance payment or advance payments have been fully liquidated.

In cases where releases or agreements to release security devices, given in connection with advance payments, cannot be executed pursuant to the authority above granted, proposed releases or agreements to release, together with recommendations as to action requested, should be submitted to the Advance Payment and Loan Branch, Office of the Fiscal Director, for prior approval and execution by the Fiscal Director or his duly authorized representative to whom authority to execute such releases and agreements to release is granted pursuant to Title II of the First War Powers Act, 1941, and Executive Order 9001.

(e) *Definitions.* As used in paragraphs (f), (g) and (n), the following terms shall have the following meaning:

(1) The amount of the contract: In the case of a lump sum contract, the contract price; in the case of a cost-plus-a-fixed-fee contract, the estimated cost exclusive of the fixed-fee.

(2) Standard contract clause: A contract clause following without substantial deviation the wording of one of the contract clauses referred to in paragraph (k).

(3) Standard supplemental agreement: A supplemental agreement following without substantial deviation the wording of one of the forms of supplemental agreement referred to in paragraph (k).

The determination of whether there is a substantial deviation from contract clause or from a form of supplemental agreement is within the discretion of the chiefs of the technical services. In general, the determining factor is whether the modification changes established policies with respect to advance payments.

(f) *Initial advance payments not requiring approval of Advance Payment and Loan Branch.* Chiefs of technical services are authorized, without obtaining the approval of the Advance Payment and Loan Branch, Office of the Fiscal Director, Headquarters, Army Service Forces, to approve the authorization and making of initial advance payments on contracts pertaining to their respective services, when:

(1) The amount of the contract is less than $5,000,000 and the amount of the advance payment is not in excess of 50 per cent of the amount of the contract, and

(2) The advance payment is authorized under a standard contract clause or a standard supplemental agreement.

(g) *Subsequent advance payments not requiring approval of Advance Payment and Loan Branch.* The chiefs of the technical services are authorized, without obtaining the approval of the Advance Payment and Loan Branch, Office of the Fiscal Director, Headquarters, Army Service Forces, to approve the authorization and making of advance payments in addition to advance payments previously authorized in connection with a given contract, when:

(1) The amount of the contract on which the subsequent advance payment is based is less than $5,000,000 and the proposed advance payment does not exceed 50 per cent of such amount, and

(2) The proposed advance payment is authorized under an approved contract clause or an approved supplemental agreement.

As used in this paragraph (g), the term "amount of the contract on which the subsequent advance payment is based" means the amount by which the amount of the contract has been increased since the date of the last authorization of an advance payment.

(h) *Advance payments requiring approval of Advance Payment and Loan Branch.* Unless an advance payment comes within the provisions of paragraph (f) or (g), the authorization of such advance payment must be submitted for approval to the Advance Payment and Loan Branch, Office of the Fiscal Director, Headquarters, Army Service Forces. The submission to said Branch will consist of a recommendation of the chief of the technical service concerned, together with the following information:

(1) The amount proposed to be advanced.

(2) The amount of contract involved and the subject matter thereof.

(3) Whether the contract was awarded on a fixed price or on a cost-plus-a-fixed-fee basis.

(4) The terms of the proposed advance (including method and time of repayment or liquidation including, if possible, a schedule of deliveries).

(5) The national interest in making the advance.

(6) The security proposed to protect the Government against loss with the definite recommendation of the chief of the technical service as to the adequacy thereof.

(7) The financial position and the general character and responsibility of the contractor, as well as the technical ability of the contractor to perform the contract.

(8) A copy of the contractor's letter of request and any financial and budget data submitted relating to the necessity for the advance.

(9) Copy of contracting officer's report, if any, on the advance payment request.

(10) Any other information pertinent to a proper decision in the case.

(11) The date and identifying symbol of the approval of the award together with the appropriation available.

Requests for the approval of the authorization of an advance payment may be presented either during the negotiation of a contract or at any time thereafter. If the contract is available a copy thereof together with applicable letters of intent and intermediate supplemental agreements, if any, should be forwarded together with the recommendation. If a copy of the contract is not available at the time the recommendation is forwarded, such a copy should be submitted for review and filing promptly after execution.

(i) *Special provision with respect to advance payments under open-end provisions in connection with cost-plus-a-fixed-fee contracts.* If in connection with a cost-plus-a-fixed-fee contract, it is proposed to authorize the making of an advance payment in an amount equivalent to a percentage of the estimated cost as the same may be amended from time to time, approval of the Advance Payment and Loan Branch, Office of the Fiscal Director, Headquarters, Army Service Forces, need not be obtained unless the estimated cost of the contract exclusive of the fixed-fee at the time of the granting of such authorization is $5,000,000 or more (provided, of course, that the authorization is made under a standard contract clause or a standard supplemental agreement). If, however, it subsequently becomes apparent that the cost will be $5,000,000 or more, no further advances will be made under such authorization until such approval has first been obtained. If such approval has once been obtained, the making of advance payments, in addition to those made prior to or at the time of such approval, may be made without further approval of the Advance Payment and Loan Branch, regardless of the amount of such additional advance payments.

(j) *Advance payments in connection with letter contracts or letter purchase orders.* Advance payments in connection with letter contracts or letter purchase orders will be provided for by a standard supplemental agreement. There should be included in such agreement a clause relieving a subsequent performance surety of the fidelity risk involved in making advance payments in any case where it is contemplated that a performance bond will be required in connection with the more formal contract and where no advance payment bond has been required.

(k) *Forms of supplemental agreement and contract clauses.* The following is a list of contract clauses and forms of supplemental agreements for use in connection with the authorization of advance payments:

(1) The contract clause contained in § 803.347 will be used in providing for advance payments with interest on fixed-price contracts.

(2) War Department Contract Form No. 20 will be used in executing a supplemental agreement for advance payments with interest on fixed-price contracts. (See § 813.1320)

(3) War Department Contract Form No. 21 will be used in executing a supplemental agreement for advance payments with interest on cost-plus-a-fixed-fee contracts. (See § 813.1321)

(4) The contract clause contained in § 803.348a will be used in providing for advance payments with interest on cost-plus-a-fixed-fee contracts.

(5) War Department Contract Form No. 22 will be used in executing a supplemental agreement for advance payments with interest on a letter purchase order. (See § 813.1322)

(6) The contract clause contained in § 803.348 will be used in providing for advance payments without interest on fixed-price contracts.

(7) War Department Contract Form No. 23 will be used for executing a supplemental agreement for advance payments without interest on fixed-price contracts. (See § 813.1323)

(8) The contract clause contained in § 803.348b will be used in providing for advance payments without interest on cost-plus-a-fixed-fee contracts.

(9) War Department Contract Form No. 24 will be used for executing a supplemental agreement for advance payments without interest on cost-plus-a-fixed-fee contracts. (See § 813.1324)

(10) War Department Contract Form No. 25 will be used for executing a supplemental agreement for advance payments without interest on letter purchase orders. (See § 813.1325)

(l) *Interest.* Except as set forth in paragraph (m) below, whenever an advance payment is made to a contractor by the War Department, a charge should be made for the use of the Government money so furnished. The charge should be in the nature of an interest charge computed, at convenient accounting periods, at the rate of two and one-half percent per annum on the unliquidated balance of advance payments outstanding from time to time. In the case of a fixed-price contract, the amount of the charge should be deducted from payments under the contract. In the case of a cost-plus-a-fixed-fee contract, the charge should be deducted from the amount of the fee otherwise payable to the contractor, and should not be an item of reimbursable cost under the contract.

(m) *Exceptions to interest requirement.* The requirement that interest be charged on advance payments shall not be applicable to advance payments:

(1) Authorized in connection with contracts which provide that the work thereunder shall be performed at cost without profit or fee to the contractor.

(2) Authorized in connection with cost-plus-a-fixed-fee contracts on which the fee is disproportionately small compared to the amount of interest that would accrue on the advance payment.

(3) Authorized in connection with contracts entered into, or contracts the terms of which had been agreed upon, prior to June 8, 1942, to the extent that such application would be inconsistent with the terms upon which such contracts were negotiated.

(4) Authorized in connection with fixed price contracts which have been converted from cost-plus-a-fixed-fee contracts provided that advances previously authorized on the cost-plus-a-fixed-fee contracts have been without interest and provided further that in negotiating the fixed prices on the converted contracts due allowance is made for the continuation of advances without interest. This does not preclude, however, the use of advances with interest in accordance with paragraph (l) in the negotiation of the converted contracts from a cost-plus-a-fixed-fee to fixed price basis if it is preferred to negotiate the new price on the use of advances with interest.

(5) Authorized to be made without interest by specific action of the Fiscal Director, Headquarters, Army Service Forces.

(6) Authorized in connection with cost-plus-a-fixed-fee contracts which have been terminated in whole or in part to the extent that such advance payments are used for the making of partial payments to subcontractors on account of termination claims of such subcontractors. Interest will cease to accrue on that part of the advance payment balance outstanding so used from the time such partial payments are made until the time the prime contractor is reimbursed for termination settlements with such subcontractors. (See §§ 815.654 (a) and 803.349a.)

(n) *Reports.* In connection with advance payments, the technical services will make the following report:

(1) *Individual advance payment report.* A complete report of each advance payment, except those approved by the Advance Payment and Loan Branch, Office of the Fiscal Director, Headquarters, Army Service Forces, pursuant to paragraph (h) or (i), will be submitted to said Branch, for consideration, review and file. There will be submitted with the report a copy of the contract under which the advance payment was authorized or, if the advance payment was authorized under a supplemental agreement, a copy of the contract and of such supplemental agreement. The report will contain a statement of the amount of the contract, the amount of the advance payment authorized, the national interest in making the advance payment, the proposed security and a statement as to whether prior approval of withdrawal is to be required, as well as a statement of the financial responsibility of the contractor and of its ability to perform the contract. The contractor's most recent balance sheet or a Federal Reserve Bank report should also be filed.

(2) *Quarterly report.* In each year, there shall be rendered to the Advance Payment and Loan Branch, Headquarters, Army Service Forces reports for the periods ending March 31, June 30, September 30, and December 31. Each such report will be rendered fifteen days after the close of the period. There will be set forth in such reports the status of all contracts on which advance payments have been authorized. The following data should be included in the report:

(i) Contract number.
(ii) Name of contractor.
(iii) Description of contract.
(iv) Type of contract.
(v) Amount of contract as it may be changed from time to time.
(vi) Amount of advance payments authorized.
(vii) Amount of advance payments made.
(viii) Advance payments recovered.
(ix) Advance payments outstanding.
(x) Appropriation symbol.
(xi) Project number.

A special statement should be included in the report as to any contract with respect to which the completion of the contract and liquidation of the advance payments appear to be doubtful together with a statement as to the steps being taken to protect the advance payments. A report should include data previously furnished and not merely cover the period from the last report. However the report need not include contracts upon which complete liquidation of the advance payments have been made and so reported in a previous report.

(3) *Interim reports.* If at any time between the rendering of quarterly reports it appears doubtful that a contractor to whom advance payments have been made will complete the contract, a report should be rendered to the Advance Payment and Loan Branch, Office of the Fiscal Director, Headquarters, Army Service Forces, immediately. The reports should include a statement of the facts in the case and of the steps being taken to protect the advance payments.

(o) *Advance payment for communication services and facilities in accordance with established tariffs of foreign communications companies.* In accordance with the First War Powers Act and Executive Order No. 9001, contracts covering the procurement of commercial communications services or facilities in

foreign countries may authorize advance payment of charges therefor when such advance payment is provided for in established tariffs or is in accordance with rules, practices, or regulations applicable to the furnishing of similar services and facilities to the general public. It is hereby determined that the insertion of such advance payment provisions will facilitate the prosecution of the war. In connection with such advance payments, it will not be necessary to make any of the reports provided for in paragraph (n).

SUBPART H—MANDATORY AND OPTIONAL CONTRACT PROVISIONS

§ 803.322 *Officials not to benefit clause.* Every contract, regardless of subject matter or amount, will contain the following clause without deviation:

Officials not to benefit. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

§ 803.323 *Covenant against contingent fees.* (1) Every contract, regardless of subject material or amount (except contracts of sale, see § 807.726) will contain the following clause without deviation:

Covenant against contingent fees. The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

(2) As to contracts of sale, see the specified provision set out in § 807.726.

(3) Also see § 811.1181.

§ 803.324 *Termination article for use in lump sum supply contracts.* (1) There is set forth below the new termination article prescribed by the Office of War Mobilization for use in lump sum supply contracts. This article will be referred to hereafter in this paragraph as the new article.

(2) The new article may be inserted in any lump sum supply contract.

(3) Every lump sum supply contract executed on and after 20 February 1944, except:

(i) Contracts to be completed in six months or less for an amount of less than $500,000 and

(ii) Contracts for an amount of less than $50,000, regardless of the date of completion, will contain the new article without deviation.

(4) As provided in § 815.107 (a), the chief of any technical service, without approval of higher authority, may amend any existing lump sum supply contract to insert therein the new article. Such amendments will take place wherever possible prior to giving formal notice of termination. Inasmuch as it is in the interest of both the contractors and the Government that termination be effected under a uniform article, a vigorous policy will be pursued of promptly inserting by amendment the new article in existing contracts (other than those within the exceptions of subdivisions (i) and (ii) of subparagraph (3) above) not now containing it. This policy will be applied with special emphasis in the case of contracts for large amounts and contracts calling for deliveries over long periods of time.

(5) Prior to the adoption of the new article by the Office of War Mobilization there was in use by the War Department a standard termination article for lump sum supply contracts which was contained in this section. The instructions contained in Part 815 are based upon the former article. To the extent that such instructions are inconsistent with the new article they are to be deemed inapplicable to contracts containing it. The sections of Part 815 containing such instructions will shortly be amended to conform to the new article.

(6) Simultaneously with the issuance of the new article the Office of War Mobilization published a "Statement of Principles for Determination of Costs Upon Termination of Government Fixed Price Supply Contracts." It will be noted that this statement is incorporated by reference by subparagraph (h) of the new article. The statement is set forth in full in § 815.480. For convenience the new article has been printed in § 815.901, as well as below in this section.

Article ____. *Termination at the option of the Government.* (a) The performance of work under this contract may be terminated by the Government in accordance with this Article in whole, or from time to time in part, whenever the contracting officer shall determine any such termination is for the best interests of the Government. Termination of work hereunder shall be effected by delivery to the contractor of a Notice of Termination specifying the extent to which performance of work under the contract shall be terminated, and the date upon which such termination shall become effective. If termination of work under this contract is simultaneous with, a part of, or in connection with, a general termination (1) of all or substantially all of a group or class of contracts made by the War Department for the same product or for closely related products, or (2) of war contracts at, about the time of, or following, the cessation of the present hostilities, or any major part thereof, such termination shall only be made in accordance with the provisions of this Article, unless the contracting officer finds that the contractor is then in gross or wilful default under this contract.

(b) After receipt of a Notice of Termination and except as otherwise directed by the contracting officer, the contractor shall (1) terminate work under the contract on the date and to the extent specified in the Notice of Terminations; (2) place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portions of the work under the contract as may not be terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of any work terminated by the Notice of Termination; (4) assign to the Government, in the manner and to the extent directed by the contracting officer, all of the right, title and interest of the contractor under the orders or subcontracts so terminated; (5) settle all claims arising out of such termination of orders and subcontracts with the approval or ratifications of the contracting officer to the extent that he may require, which approval or ratification shall be final for all the purposes of this Article; (6) transfer title and deliver to the Government in the manner, to the extent and at the times directed by the contracting officer (i) the fabricated or unfabricated parts, work in process, completed work, supplies and other material produced as a part of, or acquired in respect of the performance of, the work terminated in the Notice of Termination, and (ii) the plans, drawings, information and other property which, if the contract had been completed, would be required to be furnished to the Government; (7) use his best efforts to sell in the manner, to the extent, at the time, and at the price or prices directed or authorized by the contracting officer, any property of the types referred to in subdivision (6) of this paragraph *Provided, however,* That the contractor (i) shall not be required to extend credit to any purchaser and (ii) may retain any such property at a price or prices approved by the contracting officer; (8) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and (9) take such action as may be necessary or as the contracting officer may direct for protection and preservation of the property, which is in the possession of the contractor and in which the Government has or may acquire an interest.

(c) The contractor and the contracting officer may agree upon the whole or any part of the amount or amounts to be paid to the contractor by reason of the total or partial termination of work pursuant to this Article, which amount or amounts may include a reasonable allowance for profit, and the Government shall pay the agreed amount or amounts. Nothing in paragraph (d) of this Article prescribing the amount to be paid to the contractor in the event of failure of the contractor and the contracting officer to agree upon the whole amount to be paid to the contractor by reason of the termination of work pursuant to this Article shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the contractor pursuant to this paragraph (c).

(d) In the event of the failure of the contractor and contracting officer to agree as provided in paragraph (c) upon the whole amount to be paid to the contractor by reason of the termination of work pursuant to this Article, the Government, but without duplication of any amounts agreed upon in accordance with paragraph (c), shall pay to the contractor the following amounts.

(1) For completed articles delivered to and accepted by the Government (or sold or retained as provided in paragraph (b) (7) above) and not theretofore paid for, forthwith a sum equivalent to the aggregate price for such articles computed in accordance with the price or prices specified in the contract;

(2) In respect of the contract work terminated as permitted by this Article, the total (without duplication of any items) of (i) the cost of such work exclusive of any cost attributable to articles paid or to be paid for under paragraph (d) (1) hereof; (ii) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in paragraph (b) (5) above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the notice of termination of work under this contract which amounts shall be included in the cost on account of which payment is made under subdivision (i) above; and (iii) a sum equal to ----------% (Note 1), of the part of the amount determined under subdivision (i) which represents the cost of articles or materials not processed by the contractor, plus a sum equal to ----------% (Note 2), of the remainder of such amount, but the aggregate of such sums shall not exceed 6% of the whole of the amount determined under subdivision (i), which for the purpose of this subdivision (iii) shall exclude any charges for interest on borrowings;

NOTES 1 and 2: The chief of each technical service may provide for determining the percentages to be inserted at Note 1 (which in no event will exceed 2%) and at Note 2 (which may be greater or less than or equal to 6%). The general use of 2% and 8% respectively, as arbitrary figures is recommended in the interest of expediting the execution of contracts. Where the use of arbitrary figures is not desired for any reason, the methods to be used in arriving at the percentage to be inserted at Note 2 shall be the same as those now used in price analysis. When the intended rate of profit on the finished article covered by the contract is lower than 8%, the insertion of a lower figure at Note 2 will of course be desirable.

(3) The reasonable cost of the preservation and protection of property incurred pursuant to paragraph (b) (9) hereof; and any other reasonable cost incidental to termination of work under this contract, including expense incidental to the determination of the amount due to the contractor as the result of the termination of work under this contract.

The total sum to be paid to the contractor under subdivisions (1) and (2) of this paragraph (d) shall not exceed the total contract price reduced by the amount of payments otherwise made and by the Contract price of work not terminated. Except for normal spoilage and to the extent that the Government shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the contractor as provided in paragraph (d) (1) and paragraph (d) (2) (i), all amounts allocable to or payable in respect of property, which is destroyed, lost, stolen or damaged so as to become undeliverable prior to the transfer of title to the Government or to a buyer pursuant to paragraph (b) (7) or prior to the 60th day after delivery to the Government of an inventory covering such property, whichever shall first occur.

(e) The obligation of the Government to make any payments under this article: (1) shall be subject to deductions in respect of (i) all unliquidated partial or progress payments, payments on account theretofore made to the contractor and unliquidated advance payments, (ii) any claim which the Government may have against the contractor in connection with this contract, and (iii) the price agreed upon or the proceeds of sale of any materials, supplies or other things retained by the contractor or sold, and not otherwise recovered by or credited to the Government, and (2) in the discretion of the contracting officer shall be subject to deduction in respect of the amount of any claim of any subcontractor or supplier whose subcontract or order shall have been terminated as provided in paragraph (b) (3) except to the extent that such claim covers (i) property or materials delivered to the contractor or (ii) services furnished to the contractor in connection with the production of completed articles under this contract.

(f) In the event that, prior to the determination of the final amount to be paid to the contractor as in this article provided, the contractor shall file with the contracting officer a request in writing that an equitable adjustment should be made in the price or prices specified in the contract for the work not terminated by the Notice of Termination, the appropriate fair and reasonable adjustment shall be made in such price or prices.

(g) The Government shall make partial payments and payments on account, from time to time, of the amounts to which the contractor shall be entitled under this Article, whether determined by agreement or otherwise, whenever in the opinion of the contracting officer the aggregate of such payments shall be within the amount to which the contractor will be entitled hereunder.

(h) For the purposes of paragraphs (d) (2) and (d) (3) hereof, the amounts of the payments to be made by the Government to the contractor shall be determined in accordance with the Statement of Principles for Determination of Costs upon Termination of Government Fixed Price Supply Contracts approved by the Joint Contract Termination Board, December 31, 1943. The contractor for a period of three years after final settlement under the contract shall make available to the Government at all reasonable times at the office of the contractor all of its books, records, documents, and other evidence bearing on the costs and expenses of the contractor under the contract and in respect of the termination of work thereunder.

(a) Every lump-sum construction contract regardless of subject matter, except: (1) Contracts to be completed in six months or less for an amount of less than $500,000 and (2) Contracts for an amount of less than $50,000 regardless of the date of completion, will contain the following clause without deviation:

Article ____. *Termination for convenience of the Government.* (a) The Government may terminate this contract in whole or in part at any time by a notice in writing from the Contracting Officer to the Contractor, specifying the date upon which such termination shall become effective and the extent to which the performance of such contract shall be terminated. Termination shall be effective upon the date and to the extent specified in said notice.

(b) Upon receipt of the notice of termination the Contractor shall except insofar as the notice directs otherwise with respect to this contract, or, in the event of partial termination, with respect to the part thereof covered by the notice:

(1) Discontinue all work and the placing of all orders for materials and facilities otherwise required for the performance thereof;

(2) Cancel all existing orders and subcontracts to the extent such orders and subcontracts are chargeable to the performance thereof;

(3) Transfer to the Government, in accordance with the directions of the Contracting Officer, all materials, supplies, work in process, facilities, equipment, machinery or tools acquired by the Contractor in connection with the performance thereof, and all plans, drawings, working drawings, sketches, specifications and information for use in connection therewith. If and as the Contracting Officer so directs or authorizes, the Contractor shall sell at a price approved by the Contracting Officer, or retain at a price mutually agreeable, any such materials, supplies, equipment, machinery, tools, or other things, *Provided, however,* That the Contractor may retain any such equipment, machinery and tools as of right if he so elects in writing, stating that he will forego reimbursement therefor. The proceeds of any such sale, or the agreed price, shall be paid or credited to the Government in such manner as the contracting officer may direct so as to reduce the amount payable by the Government under this Article.

(4) Take such action as may be necessary to secure to the Government the benefits of any rights remaining in the Contractor under orders or subcontracts chargeable thereto to the extent that such orders or subcontracts are so chargeable;

(5) Take such action as the Contracting Officer may prescribe for the protection and preservation of all property in the possession or control of the Contractor, title to which is transferable to the Government under the provisions of this article.

Should the notice of termination cover only a portion of this contract, the Contractor will proceed to completion of such portions as are not terminated.

(c) Upon compliance by the Contractor with the above provisions of this Article and subject to deductions or credit for payments previously made, and without duplication of any such payments, the Government shall pay to the Contractor such sum as the Contracting Officer and the Contractor may agree by Supplemental Agreement is reasonably necessary to compensate the Contractor for his costs, expenditures, liabilities, commitments and work with respect to this contract, other than the expenditures and costs referred to in paragraph (e) of this Article. The Contracting Officer shall include in such sum such allowance for profit with respect to the contract as is reasonable under all the circumstances.

(d) If the Contracting Officer and the Contractor, within 90 days from the effective date of the notice of termination referred to in paragraph (a), or within such extended period as may be agreed upon between them, cannot agree upon the sum payable under the provisions of paragraph (c), the Government shall instead compensate the Contractor in the following manner, subject to deductions or credit for payments previously made, and without duplication thereof, and upon compliance with the provisions of paragraphs (a) and (b) of this Article:

(1) By reimbursing the Contractor for all actual expenditures and costs certified by the Contracting Officer as having been made or incurred with respect to this contract, including expenditures and costs made or incurred in connection with any portions of the contract which may have been completed prior to termination, as well as expenditures and costs made or incurred after termination in completing those portions of the contract which the Contractor may have been required by the notice of termination to complete.

(2) By reimbursing or providing for the payment or reimbursement of, the Contractor for all expenditures made or costs incurred with the prior written approval of the Contracting Officer in settling or discharging any outstanding contractual obligations or commitments incurred or entered into by the Contractor with respect to this contract; and

(3) By paying the Contractor, as a profit on this contract, insofar as a profit is realized hereunder, an amount to be computed by the Contracting Officer in the following manner:

(A) Estimate the profit which would have been realized on this contract if the contract had been completed and labor and materials costs prevailing at the date of terminations had remained in effect.

(B) Estimate, from a consideration of all relevant factors, the percentage of completion of the contract including any work performed after termination. In estimating the percentage of completion, the Contracting Officer shall estimate the percentage of the total work required by the contract which the work actually accomplished represents.

(C) Multiply the profit determined under (A) by the percentage determined under (B). The product is the amount to be paid the Contractor as profit.

(e) The Government shall pay to the Contractor such sum as the Contracting Officer and the Contractor may agree upon for expenditures made and costs incurred with the approval of the Contracting Officer (a) after the date of termination for the protection of Government property, and (b) for such other expenditures and costs as may be necessary in connection with the settlement of this contract, and in the absence of such agreement as to the amount of such expenditures and costs shall reimburse the Contractor for the same.

(f) The obligation of the Government to make any of the payments required by this Article shall be subject to any unsettled claim for labor or material and to any claim which the Government may have against the Contractor under or in connection with this contract, and payments under this Article shall be subject to reasonable deductions by the Contracting Officer on account of defects in materials or workmanship.

(g) The sum of all amounts payable under this Article, plus the sum of all amounts previously paid under this contract, shall not exceed the total contract price, adjusted in the event that this contract contains an article providing for price adjustment, on the basis of the estimate of the Contracting Officer, to the extent which would have been required by such article if this contract had been completed and labor and materials costs prevailing at the date of termination had remained in effect.

(h) Should the above provisions of this Article not result in payment to the Contractor of at least $100, then that amount shall be paid to the Contractor in lieu of any and all payments hereinbefore provided for in this Article.

(i) The Government shall promptly make partial payments to the Contractor

(1) on account of the amounts due under paragraphs (c), (d) and (e) of this Article to the extent that, in the judgment of the Contracting Officer, such payments are clearly within the amounts due under such paragraphs, and

(2) of such amounts as the Contracting Officer may direct, an account of proposed settlements of outstanding obligations or commitments, to be made by the Contractor pursuant to paragraph (d) (2) of this Article, if such settlements shall have been approved by the Contracting Officer and subject to such provisions for escrow or direct payment to the persons entitled to receive such settlement payments as the Contracting Officer may require.

(j) Any disputes arising out of termination under this Article shall be decided in accordance with the procedure prescribed in Article • • • of this contract.

(k) Upon the making of the payments called for by this Article, all obligations of the Government to make further payments or to carry out other undertakings hereunder shall cease forthwith and forever, except that all rights and obligations of the respective parties under the Articles, if any, of this contract applicable to patent infringements and reproduction rights shall remain in full force and effect.

(l) The Government shall terminate this contract only in accordance with this Article, except as otherwise provided by law or by Article • • • (Delays-Damage). Notwithstanding Article • • • (Delays-Damages) and any defaults of the Contractor, the Government shall terminate this contract only in accordance with this Article if such termination is simultaneous with or part of or in connection with a general termination of war contracts at, about the time of, or following the cessation of the present hostilities or the end of the present war, unless the Contracting Officer finds that the defaults of the Contractor (1) have been gross or wilful and (2) have caused substantial damage to the Government.

The foregoing clause may be inserted in any contract as to which its inclusion is not mandatory. (See also §§ 815.107, 815.310 and 802.234a.) In connection with the Termination Article set forth in this paragraph, see Subpart I of Part 803.

§ 803.325 *Anti-discrimination clause.* (a) Every contract, regardless of subject matter or amount, will contain (except as may be otherwise specifically permitted in Interpretations of Executive Order No. 9346, hereinafter referred to) the following clause without deviation:

Anti-discrimination. (a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the Contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract: *Provided, however,* That a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

(b) The contract clause set forth in paragraph (a) above is required under the provision of Executive Order No. 9346 issued under date of 27 May 1943. Such Executive Order is set forth in paragraph 994. Interpretations of Executive Order No. 9346 are found in paragraphs designated 994–A, followed by a numeral.

(c) The contract clause set forth in paragraph (a) above is required, under the provisions of Executive Order No. 9346, to be included "in all contracts hereafter negotiated or *renegotiated* • • •". The inclusion of the word "renegotiated" has been interpreted as imposing the requirements set forth in paragraphs (d) and (e) below.

(d) Whenever the terms of a contract or contracts are to be modified by the execution of a supplemental agreement, and the contract or contracts to be modified do not contain a clause identical in wording with that set forth in paragraph (a) above, such supplemental agreement will provide that the contract or contracts are modified to include such a clause.

(e) Normally the provisions of paragraph (d) above will not be applicable to renegotiation agreements executed pursuant to the Renegotiation Act referred to in Part 812 of this chapter. If, however, the renegotiation agreement expressly purports to modify the terms of specified existing contracts with respect to future deliveries, the provisions of paragraph (d) will be applicable. Likewise, if the renegotiation agreement is to be followed by a supplemental agreement or agreements, modifying, with respect to future deliveries, the terms of existing contracts, such supplemental agreement or agreements will provide for the inclusion, in the contracts modified thereby, of the clause set forth in paragraph (a).

(f) When a prime contract is amended in accordance with paragraphs (c) or (d) above, it is not necessary that the existing subcontracts be correspondingly modified. However, if the subcontracts are subsequently amended for any other reason the anti-discrimination clause contained therein should be amended to conform to the wording of paragraph (a) of the clause set forth in paragraph (a) of this section. To make this clear, there may be inserted in the supplemental agreement which amends the prime contract a statement substantially as follows:

The amendment made by this section • • • shall be effective as of the date of approval of this supplemental agreement and shall not be deemed to require amendment of the antidiscrimination provisions contained in any subcontract theretofore entered into unless such subcontract is subsequently modified in some other respect.

§ 803.326 *Disputes concerning questions of fact.* (1) Every contract, regardless of subject matter, for an amount of $20,000 of more will, and every contract for an amount of less than $20,000 may (at the option of the contractor), contain the following article without deviation:

Disputes. Except as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail a copy thereof to the Contractor at his address shown herein. Within 30 days from said mailing the Contractor may appeal in writing to the Secretary of War, whose written decision or that of his designated representative or representatives thereon shall be final and conclusive upon the parties hereto. The Secretary of War may, in his discretion, designate an individual, or individuals, other than the Contracting Officer, or a board as his authorized representative to determine appeals under this Article. The Contractor shall be afforded an opportunity to be heard and offer evidence in support of his appeal. The president of the board, from time to time, may divide the board into divisions of one or more members and assign members thereto. A majority of the members of the board or of a division thereof shall constitute a quorum for the transaction of the business of the board or of a division, respectively, and the decision of a majority of the members of the Board or of a division shall be deemed to be the decision of the Board or of a division, as the case may be. If a majority of the members of a division are unable to agree on a decision or if within 30 days after a decision by a division, the board or the president thereof directs that the decision of the division be reviewed by the board, the decision will be so reviewed, otherwise the decision of a majority of the members of a division shall become the decision of the board. If a majority of the members of the board is unable to agree upon a decision, the president will promptly submit the appeal to the Under Secretary of War for his decision upon the record. A vacancy in the board or in any division thereof shall not impair the powers, nor affect the duties of the board or division nor of the remaining members of the board or division, respectively. Any member of the board, or any examiner designated by the president of the board for that purpose, may hold hearings, examine witnesses, receive evidence and report the evidence to the board or to the appropriate division, if the case is pending before a division. Pending decision of a dispute hereunder the Contractor shall diligently proceed with the performance of this contract. Any sum or sums allowed to the Contractor under the provisions of this Article shall be paid by the United States as part of the cost of the articles or work herein contracted for and shall be deemed to be within the contemplation of this contract.

(2) Where a contract has no definite termination date, or where a termination date is expressed but the contract is subject to renewal (e. g., through failure of the Government to take action to terminate or through the Government's exercise of a right to renew), it may be difficult to determine whether the contract is for an amount of $20,000 within the meaning of subparagraph (1) above. The following rule of thumb is prescribed to resolve the difficulty in such cases: It will be assumed for the purpose of making the determination that the contract will run for a period of three years from its starting date, and the aggregate charge will be estimated on this basis. If the aggregate charge, so estimated, is $20,000 or more, the Disputes article will be included in the contract; if less than $20,000, the article may be included at the option of the contractor.

(a) In all contracts which contain a definition of "his duly authorized representative" in relation to the head of the department, as "any person authorized to act for him other than the contracting officer," the words "or board" will be inserted between the word "person" and the word "authorized".

§ 803.327 *Domestic articles clause.* Whenever the restrictions of the Buy American Act are applicable to any items deliverable under a contract (see §§ 805.502 to 802.504) the contract will contain the following clause. In such cases, this clause will be inserted without deviation except that there may be added such language as is necessary to indicate to which items the clause applies.

Domestic articles. Unless the Secretary of War shall determine it to be inconsistent with the public interest, or the cost to be unreasonable, only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States shall be delivered pursuant to this contract, except as noted in the specifications and/or other papers hereto attached. The provisions of this article shall not apply with respect to articles, materials, or supplies for use outside the United States, or if articles, materials, or supplies of the class or kind to be used, or the articles, materials, or supplies from which they are manufactured are not mined, produced, or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.

§ 803.328 *Notice of shipments clause.* All contracts involving shipments of the types enumerated below, except contracts for the furnishing of supplies in connection with which a Government inspector or other Government official at the plant or warehouse of the contractor is charged with the duty of issuing notices of shipment, will contain a clause substantially as follows:

Notice of shipments. At the time of delivery of any of the following types of shipments to a carrier for rail, motor or water commercial transport, the contractor shall give notice to the consignee establishment including date, route, size and brief general description of the supplies being shipped: (a) shipments of one carload or more consigned to ports of embarkation, depots, arsenals and arsenal plants; (b) shipments of ammunition or gasoline of one carload or more, and shipments of ten carloads or more regardless of the character of the supplies, consigned to any War Department installation or unit of the Army. In the case of shipment to port of embarkation, the notice shall be by prepaid telegraph or teletype; if such shipment is "classified," all classified information shall be omitted and such general terminology substituted therefor as is permissible under security regulations. In respect to the other types of shipments, prepaid telegraph or teletype notice shall be used, except that (i) the contracting officer may permit mail or airmail notice (which may consist of bills of lading, or shipping tickets, or copies of War Department shipping documents) to be substituted if such notice will normaly arrive 24 hours prior to arrival of shipment; (ii) if the shipment is "classified," registered mail or registered airmail notice addressed personally to the commanding officer of the consignee establishment and transmitted in double envelopes, or such other method of notice as the contracting officer may specify, shall be used exclusively. A shipment is "classified" within the meaning of this Article if the contracting officer so indicates, or if it is made under a contract marked secret, confidential, or restricted.

§ 803.329 *Variation in quantities.* In those cases where it is desired to accept over or under deliveries due to manufacturing processes, etc., contracts may contain a clause substantially as follows:

Variation in quantities. Unless otherwise specified, any variation in the quantities herein called for, not exceeding 10 per cent, will be accepted as a compliance with the contract, when caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and payments shall be adjusted accordingly.

§ 803.329a *"Changes" article for supply contracts.* In any case where it is desired to include in a supply contract a provision giving the contracting officer in addition to the powers set forth in § 813.1301 (Art. 2) a power by change order (a) to increase or decrease within stated percentage limits the quantity of articles called for by the contract or (b) to accelerate or reduce the rate of delivery of the articles in the quantity called for by the contract, the following article relating to changes may be used instead of the article set forth in § 813.1301 (Art. 2).

Article ____. *Changes.* The Contracting Officer may at any time, by a written order, and without notice to the sureties make changes of any one or more of the following types:—(a) changes in the directions as to shipment and packing of any supplies; (b) increases or decreases in the quantity of supplies to be furnished hereunder, the total increase or decrease not, however, to exceed ____% of the quantity of supplies deliverable hereunder; (c) changes in the drawings or specifications, where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications; (d) extensions of the delivery schedules hereunder reducing the rate of deliveries of the supplies called for by this contract; or (e) accelerations of the delivery schedules hereunder by an increase or increases in the rate of deliveries hereunder. Unless consented to in writing by the Contractor, no change orders hereunder of the type mentioned in clause (d) of the preceding sentence shall cause decreases in the deliveries hereunder, and no change orders of the type mentioned in clause (e) of such sentence shall cause increases in the deliveries called for hereunder, amounting respectively in the aggregate in any one month to more than ____% of the quantity of supplies, the delivery of which is called for in such month by the delivery schedule originally contained in this contract. If such changes cause an increase or decrease in the amount of work under this contract or in the cost of performance of this contract or in the time required for its performance an equitable adjustment shall be made which adjustment may include in any instance an adjustment (i) in the purchase price, including (but not limited to) any adjustment in unit price fair in the light of any change in volume caused by such order, and (ii) in the delivery time or schedule, or (iii) in either the price or delivery schedule and the contract shall be modified in writing accordingly. Any claim for adjustment under this article must be asserted within 30 days from the date the change is ordered: *Provided, however,* That the Contracting Officer, if he determines that the facts justify such action, may receive, consider and adjust any such claims asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made the dispute shall be determined as provided in Article ____ (Disputes) hereof. But nothing provided in this Article shall excuse the Contractor from proceeding with the contract as changed.

When the article set forth in § 813.1301 (Art. 2) is used, the fourth sentence of the article set out above beginning with the words "Any claim for adjustment • • •" may be used, at the discretion of the Contracting Officer, in lieu of the fourth sentence (beginning with the same words) of the article set forth in § 813.1301 (Art. 2). The provisions of clauses (d) and (e) of the first sentence of the foregoing article, or either of such clauses, may be omitted in the discretion of the Contracting Officer and, in the event of any such omission, the second sentence of the article will either be omitted or appropriately modified.

§ 803.330 *Partial payments in amount not to exceed 75 per cent of cost to contractor.* In those cases where it is contemplated that partial payments in an amount not to exceed 75 per cent of the cost to the contractor of the property will be made, the contract will contain a clause substantially as follows:

Partial payments. Partial payments, which are hereby defined as payments prior to delivery, on work in progress for the Government under this contract, may be made upon the following terms and conditions.

(a) The Contracting Officer may, from time to time, authorize partial payment to the Contractor upon property acquired or produced by it for the performance of this contract: *Provided,* That such partial payments shall not exceed 75 per cent of the cost to the Contractor of the property upon which payment is made, which cost shall be determined from evidence submitted by the Contractor and which must be such as is satisfactory to the Contracting Officer: *Pro-*

vided further, That in no event shall the total of unliquidated partial payments (see (c) below) and of unliquidated advance payments, if any, made under this contract, exceed 80 per cent of the total contract price of supplies still to be delivered.

(b) The title to all property upon which any partial payment is made prior to the completion of this contract shall vest in the Government in its then condition forthwith upon the making of any such partial payment or payments: *Provided*, That nothing herein shall deprive the Contractor of any further partial or final payments due or to become due hereunder; nor relieve the Contractor or the Government of any of their respective rights or obligations under this contract.

(c) In making payment for the supplies furnished hereunder, there shall be deducted from the contract price therefor a proportionate amount of the partial payments theretofore made to the Contractor, under the authority herein contained.

(d) It is recognized that property (including, without limitation, completed supplies, spare parts, drawings, information, partially completed supplies, work in process, materials, fabricated parts and other things called for herein) title to which is or may hereafter become vested in the Government pursuant to this Article will from time to time be used by or be put in the care, custody or possession of the Contractor in connection with the performance of this contract. At the direction or with the approval of the Contracting Officer (whether such direction or approval is given prior to or after the giving of a notice of the termination of this contract for the convenience of the Government), the Contractor shall make reasonable effort to transfer or dispose otherwise of such Government-owned property to such parties and upon such terms and conditions as the Contracting Officer may approve or ratify, or with like approval of the Contracting Officer, the Contractor may retain such property or any of it at a price mutually agreeable. The proceeds of any such transfer or disposition or the agreed price shall be retained by the Contractor and shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract, or shall otherwise be paid or credited to the Government in such manner as the Contracting Officer may direct. No such direction to transfer or dispose of such Government-owned property, given prior to the giving of a notice of termination, shall be binding upon the Contractor unless he consents thereto.

§ 803.331 *Partial payments in amount not to exceed 90 percent of direct labor and material cost to contractor.* In those cases where it is contemplated that partial payments in an amount not to exceed 90 per cent of the direct labor and material cost to the contractor will be made, the contract will contain a clause substantially as follows:

Partial payments. Partial payments, which are hereby defined as payments prior to delivery, on work in progress for the Government under this contract, may be made upon the following terms and conditions.

(a) The Contracting Officer may, from time to time, authorize partial payments to the Contractor upon property acquired or produced by it for the performance of this contract: *Provided*, That such partial payments shall not exceed 90 per cent of the direct labor and direct material costs to the Contractor of the property upon which payment is made, which costs shall be determined from evidence submitted by the Contractor and which must be such as is satisfactory to the Contracting Officer; *Provided, further*, That in no event shall the total of unliquidated partial payments (see (c) below) and of unliquidated advance payments, if any, made under this contract, exceed 80 per cent of the contract price of supplies still to be delivered.

(b) The title to all property upon which any partial payment is made prior to the completion of this contract shall vest in the Government in its then condition forthwith upon the making of any such partial payment or payments: *Provided*, That nothing herein shall deprive the Contractor of any further partial or final payments due or to become due hereunder; nor relieve the Contractor or the Government of any of their respective rights or obligations under this contract.

(c) In making payment for the supplies furnished hereunder, there shall be deducted from the contract price therefor a proportionate amount of the partial payments theretofore made to the Contractor, under the authority herein contained.

(d) It is recognized that property (including, without limitation, completed supplies, spare parts, drawings, information, partially completed supplies, work in process, materials, fabricated parts and other things called for herein) title to which is or may hereafter become vested in the Government pursuant to this Article will from time to time be used by or be put in the care, custody or possession of the Contractor in connection with the performance of this contract. At the direction or with the approval of the Contracting Officer (whether such direction or approval is given prior to or after the giving of a notice of the termination of this contract for the convenience of the Government), the Contractor shall make reasonable effort to transfer or dispose otherwise of such Government-owned property to such parties and upon such terms and conditions as the Contracting Officer may approve or ratify, or with like approval of the Contracting Officer, the Contractor may retain such property or any of it at a price mutually agreeable. The proceeds of any such transfer or disposition or the agreed price shall be retained by the Contractor and shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract, or shall otherwise be paid or credited to the Government in such manner as the Contracting Officer may direct. No such direction to transfer or dispose of such Government-owned property, given prior to the giving of a notice of termination, shall be binding upon the Contractor unless he consents thereto.

§ 803.331a *Amendment of contracts containing partial payments article to include substance of paragraph (d) of § 803.330 or 803.331.* Any contract which contains a partial payments article similar to that set forth in either § 803.330 or 803.331 but not containing the substance of subparagraph (d) of such article may be amended to include the substance of such subparagraph (d) in such partial payments article. The addition of such paragraph is considered to be of advantage to the Government as simplifying and expediting the transfer and disposition of property acquired for or used in the performance of a contract and it has been determined that the making of such amendments will facilitate the prosecution of the war. Authority is granted to the chief of each technical service to make or to authorize the making of such amendments pursuant to the First War Powers Act and Executive Order No. 9001.

§ 803.332 *Government owned facilities.* The following article is prescribed for inclusion in fixed or unit price contracts under which the contractor is to acquire or manufacture facilities for the account of the Government or the Government is to furnish facilities to the contractor, for use in connection with the contractor's work under the contract:

Government-owned facilities. (A) In connection with its work under this contract, the contractor shall, within the shortest practicable time, acquire or manufacture for the Government's account the facilities listed in Schedule "A" attached hereto, the estimated costs of which are therein stated. (With the prior written approval of the contracting officer as to their character and estimated costs, the contractor may substitute facilities similar to those listed in Schedule "A", in which event said Schedule will be modified accordingly.[1] Such facilities shall be installed by the contractor in its plant or plants, or, if approved in writing by the contracting officer, in the plants of subcontractors. The contractor shall insert provisions in all subcontracts under which such facilities are furnished to the subcontractors whereby there will be made applicable to the Government and the subcontractors substantially the same rights and obligations in respect to such facilities as are made applicable to the Government and the contractor under this Article.

(B) Upon inspection and acceptance of the facilities by the contracting officer, and upon the contractor's furnishing satisfactory evidence that it has made payment or incurred the costs as the case may be, the Government shall reimburse the contractor for the actual costs of Schedule "A" facilities approved by the contracting officer. The term "actual costs," as used in this Article, means the following:

(1) For facilities procured by the contractor from sources other than its own manufacture:

(a) The net invoice price to it of the facilities;

(b) The costs of transportation: *Provided*, That no costs of transportation shall be separately reimbursed when the invoice price reimbursed under (1) (a) hereof includes the costs of transportation;

(2) For facilities manufactured by the contractor:

(a) The net invoice price to it of all direct materials required in manufacture;

(b) The costs of transportation: *Provided*, That no costs of transportation shall be separately reimbursed when the invoice price reimbursed under (2) (a) hereof includes the costs of transportation;

(c) The costs to it of all direct labor required in manufacture;

(d) An amount equal to ——[2] per cent of item (2) (c) hereof as an allowance for all overhead and administrative expenses. The contractor represents, based on experience, that this amount does not include any element of profit, and represents no more than actual costs allocable to manufacture.

[1] In appropriate cases the following language may be used in lieu of the sentence in the text enclosed in parentheses:

With the prior written approval of the contracting officer as to their character and estimated costs, the contractor may substitute facilities similar to those listed in Schedule "A", or the contractor may add additional facilities thereto, in which event said Schedule will be modified accordingly: *Provided, however*, That the actual costs reimbursed to the contractor pursuant to paragraph (B) below, for facilities listed in Schedule "A" or such similar facilities as the contractor may substitute therefor and such additional facilities as the contractor may add thereto, shall not exceed the sum of $----------

[2] Insert a number or the word "no".

The contractor shall install all Schedule "A" facilities at no expense to the Government in addition to the contract price.[3]

(C) In the event the contracting officer shall determine, at any time prior to installation of any item of Schedule "A" facilities, that such item is not reasonably necessary for the performance of this contract, or any other contract for the performance of which the use of that item has been authorized pursuant to paragraph (E) (2), within the time allowed for such performance, he may by written order exercise one of the following options with respect to that item:

(1) If the contractor has made no binding commitment and incurred no expense therefor of a kind reimbursable hereunder as an actual cost: The contracting officer may eliminate the item from Schedule "A" and the Government shall be relieved of any liability therefor.

(2) If the contractor has made a binding commitment or incurred expense therefor of a kind reimbursable hereunder as an actual cost: The contracting officer may direct the contractor to stop all further work and the making of all further commitments thereon and eliminate the item from Schedule "A". In that event the contractor and the contracting officer will attempt to agree on an amount which will reasonably compensate the contractor for the actual cost incurred by him with regard to such eliminated item. If no such agreement is reached within thirty (30) days after the date of elimination (or within such longer period as may at any time be mutually agreed upon), the contractor will be paid an amount, if any, which together with all sums previously paid by the Government on account of the item, shall be sufficient to reimburse the contractor for expenses paid and the settlement of any obligation incurred by the contractor thereon. In lieu of reimbursing the contractor for the settlement of obligations, the Government, in the discretion of the contracting officer, may assume such obligations or any of them. In no event shall the aggregate of reimbursement on account of the item (and of all payments previously made) together with the amount of any obligations assumed, exceed the actual costs, as herein defined, expended or incurred thereon up to the time of such elimination. The contracting officer may permit the contractor to sell or retain at prices or on terms agreed to by the Government any materials, supplies, or work in process, and the proceeds of such sale, or such agreed prices, shall be paid or credited to the Government in such manner as the contracting officer may direct. Upon payment to the contractor pursuant to this subparagraph (2), title to all materials, supplies, work in process and other things for which payment is made (except such property as may be sold or retained as above provided) will vest in the Government (if title thereto has not already vested in the Government). The Government will also become entitled to any rights under any commitment which it may assume, or for the settlement of which it shall have reimbursed the contractor.

(3) The contracting officer may direct the diversion of the item, when it shall have been acquired or its manufacture shall have been completed, to the Government or to any person designated by the contracting officer. In that event the Government shall reimburse the contractor for the actual costs of the item in accordance with the provisions of paragraph (B) hereof, with appropriate adjustment in the amount of reimbursable transportation costs. Upon diversion, the item will be eliminated from Schedule "A".

The determination of the contracting officer that an item of Schedule "A" facilities is not reasonably necessary for the performance of this contract, or any other contract for the performance of which the use of that item has been authorized pursuant to paragraph (E) (2), within the time authorized for such performance, is subject to written appeal by the contractor within ten (10) days to ---------- or his

(Chief of the Technical Service)

duly authorized representative, whose decision thereon shall be final and conclusive upon the parties hereto. Pending this decision, the contracting officer shall not exercise any of the above options.

(D) Except with the prior written approval of the contracting officer for each such purchase, the contractor will not purhase any Schedule "A" facilities in which it had any property interest at any time after the commencement of negotiations for this contract.

(E) (1) Title to each item of Schedule "A" facilities shall vest in the Government immediately upon inspection and acceptance thereof by the contracting officer, or at such earlier time as the contracting officer may designate in writing. Such facilities shall be deemed personal property although they may be affixed to realty.

(2) The Government hereby grants to the contractor the right to use Schedule "A" facilities, without the payment of rental therefor, in connection with its work under this contract, and, subject to the written approval of the contracting officer and upon such terms as he may prescribe, in connection with any other work for which the Government and the contractor may heretofore have contracted, or may hereafter contract. (Where the Government, pursuant to this paragraph (E) (2), has granted to the contractor the right to use Schedule "A" facilities in connection with its work on any contract other than the contract of which this Article is a part, the contractor shall at any time, upon the request of the contracting officer, enter into suitable amendments of this Article or suitable separate agreements of lease of the facilities evidencing the terms upon which the facilities are then held.)

(F) (1) The contractor shall not be liable for loss or destruction of or damage to Schedule "A" facilities title to which has vested in the Government (a) caused by any peril while the facilities are in transit off the contractor's premises, or (b) caused by any of the following perils while the facilities are on the contractor's or subcontractor's or other premises or by removal therefrom because of any of the following perils:

Fire; lightning; windstorm, cyclone, tornado; hail; explosion; riot, riot attending a strike, civil commotion; vandalism and malicious mischief; aircraft or objects falling therefrom; vehicles running on land or tracks, excluding vehicles owned or operated by the contractor or any agent or employee of the contractor; smoke; sprinkler leakage; earthquake or volcanic eruption; flood, meaning thereby rising of rivers or streams; enemy attack or any action taken by the military, naval or air forces of the United States in resisting enemy attack.

The perils as set forth in (a) and (b) above are hereinafter called "excepted perils."

(2) The contractor represents that it is not maintaining and agrees that it will not hereafter maintain insurance (including self-insurance funds or reserves) covering loss or destruction of or damage to Schedule "A" facilities caused by any excepted peril, and represents that it is not including and agrees that it will not hereafter include in any price to the Government any charge or reserve for such insurance.

(3) Upon the happening of loss or destruction of or damage to Schedule "A" facilities caused by an excepted peril, the contractor shall communicate with the contracting officer and with the Loss and Salvage Organization now or hereafter designated by the contracting officer and, with the assistance of that organization employed by the contractor to perform services in accordance with instructions or regulations of the Government (unless the contracting officer directs that no such organization be employed), shall take all reasonable steps to protect the facilities from further damage, separate the damaged and undamaged facilities, put all the facilities in the best possible order, and furnish to the contracting officer a statement of: (a) the lost, destroyed and damaged facilities, (b) the time and origin of the loss, destruction or damage, (c) all known interests in commingled property of which the facilities are a part, and (d) the insurance, if any, covering any part of or interest in such commingled property. *If and as directed by the contracting officer, the contractor shall make repairs and renovations of the damaged facilities.*[4] The contractor shall be reimbursed the expenditures made by it in performing its obligations under this subparagraph (3) (including charges made to the contractor by the Loss and Salvage Organization, except any of such charges the payment of which the Government has, at its option, assumed direct), as approved by the contracting officer and set forth in a Supplemental Agreement.

(4) With the approval of the contracting officer after loss or destruction of or damage to Schedule "A" facilities, and subject to such conditions and limitations as may be imposed by the contracting officer, the contractor may, in order to minimize the loss to the Government or in order to permit resumption of business or the like, sell for the account of the Government any item of facilities which has been damaged beyond practicable repair, or which is so commingled or combined with property of others, including the contractor, that separation is impracticable.

(5) Except to the extent of any loss or destruction of or damage to Schedule "A" facilities for which the contractor is relieved of liability under the foregoing provisions of this paragraph (F), and except for reasonable wear and tear or depreciation, the facilities (other than facilities permitted to be sold) shall be returned by the contractor to the Government, or delivered by the contractor to any designee of the Government (at the time elsewhere in this Article provided) in as good condition as when received by the contractor in connection with this contract. In aid of its obligation so to return the facilities, the contractor shall, at its own expense, maintain a program for the proper use, care and maintenance of the

[3] If costs of installation are to be reimbursed to the contractor, delete this sentence and substitute the following:

"(3) For the installation of facilities acquired or manufactured hereunder, when effected by the servants, agents or employees of the contractor:

"(a) The net invoice price to it of all direct materials required for installation;

"(b) The costs of transportation: *Provided*, That no costs of transportation shall be separately reimbursed when the invoice price reimbursed under (3) (a) hereof includes the costs of transportation;

"(c) The costs to it of all direct labor required for installation;

"(d) An amount equal to —— [insert a number or the word "no"] per cent of item (3) (c) hereof as an allowance for overhead and administrative expenses. The contractor represents, based on experience, that this amount does not include any element of profit, and represents no more than actual costs allocable to installation.

"(4) For the installation of facilities acquired or manufactured hereunder, when effected by persons other than the servants, agents or employees of the contractor:

"(a) The net invoice price to it of the installation."

[4] Italicized language may be omitted in appropriate cases.

facilities, as well as a property control and accounting system consistent with good business practice, and make repairs and replacements.

(6) In the event the contractor is indemnified, reimbursed or compensated for any loss or destruction of or damage to Schedule "A" facilities caused by an excepted peril, it shall equitably reimburse the Government. The contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss, destruction or damage and, upon the request of the contracting officer, shall at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(7) Whenever any item of Schedule "A" facilities has become unserviceable (whether under circumstances which do or which do not render the contractor liable hereunder), the contractor shall notify the contracting officer, and it may then be required by the contracting officer to dismantle and prepare the item for shipment at no expense to the Government in addition to the contract price, whereupon the item shall be removed promptly by the Government at the Government's expense.

(G) Each item of Schedule "A" facilities shall be suitably marked with an identifying mark or symbol, indicating that such item is the property of the Government. Upon completion of the installation of such facilities, the contractor shall submit to the contracting officer a detailed inventory list including a description of the identifying mark or symbol on each item.

(H) The Government shall not be responsible for damages to property of the contractor or for personal injuries to the contractor's officers, agents, servants or employees, or other persons on the premises as invitees or licensees of the contractor, arising from or incident to the use of Schedule "A" facilities, and the contractor shall save the Government harmless from any and all such claims; *provided*, that nothing in this paragraph shall be deemed to affect any liability of the Government to its own employees.

(I) The Government shall at all times have access to the premises wherein any Schedule "A" facilities are located.

(J) Except as otherwise in this Article specifically provided, the contractor shall not remove or otherwise part with the possession of any Schedule "A" facilities. The contractor shall not pledge or assign, or transfer or purport to transfer title to any of such facilities in any manner to any third person, either directly or indirectly, nor do or suffer anything to be done whereby any of such facilities shall or may be seized, taken in execution, attached, destroyed or injured. Any violation of the provisions of this paragraph or of paragraph (F) hereof shall entitle the Government forthwith to enter upon the premises wherein such facilities are found and remove the same.

(K) In the event the contracting officer shall determine, at any time after installation of any item of Schedule "A" facilities, that the item is not reasonably necessary for the performance of this contract or any other contract for the performance of which the use of such facilities has been authorized, he may serve on the contractor a written notice of his intention to remove such item. This determination is subject to written appeal by the contractor within ten (10) days to ---------- or his duly (Chief of the Technical Service) authorized representative, whose decision shall be final and conclusive upon the parties hereto. Pending this decision, the facilities shall remain in the contractor's plant available for use. At any time within one year after completion or termination in which or in part of such contracts, the contracting officer may serve on the contractor a written notice of his intention to remove all the Schedule "A" facilities or any portion thereof. Within the shortest practicable time after service of a notice under this paragraph (K), and in no event later than fifteen days thereafter (unless a longer time is allowed by the contracting officer), the contractor, at no expense to the Government in addition to the contract price, will have dismantled and prepared for shipment the items affected. Upon notification from the contractor that the items are ready for shipment, the Government shall remove them at the Government's expense.

(L) If, upon the completion or termination of this contract or any other contract entered into between the Government and the contractor for the performance of which the use of Schedule "A" facilities has been authorized, no notice pursuant to paragraph (K) of intention to remove an item has been received, the contractor shall, at no expense to the Government in addition to the contract price, place the item in stand-by condition, and thereafter maintain it in such condition in its own plant for a period of ninety (90) days from the date of such completion or termination (unless a notice pursuant to paragraph (K) is received in the meantime). In lieu of placing the item in stand-by condition and maintaining it in its own plant, the contractor may store the same elsewhere at its own expense provided that the item can be quickly and readily reinstalled in the production line and production resumed within a reasonable time if necessary in the interest of the Government.

(M) Unless a notice pursuant to paragraph (K) is sooner received, the contractor shall, for a period of nine (9) months after completion of the stand-by period, store the items affected as follows:

(1) In the plant where the items are then located, or in the contractor's other plants in the same locality, if space is available thereat and storage will not materially impair the use of the plant or plants for the contractor's Government or commercial work; or

(2) If space is not available at such plant or plants or storage thereat will materially impair their use by the contractor, then at any other place or places in the vicinity selected by the contractor which are considered satisfactory by the contracting officer. However, the contractor's obligation to store under this subparagraph (2) shall cease if such other place or places cannot be obtained by the contractor, unless the Government shall itself find and designate a place or places of storage.

At the time the items are placed in storage, whether in the contractor's plant or elsewhere, the parties shall attempt to negotiate a Supplemental Agreement to this contract providing for payment to the contractor of a sum or sums agreed upon as representing the reasonable expenses of placing and maintaining the items in storage. In the absence of such agreement, the contractor shall be entitled to receive payment, under this contract, of such reasonable expenses. The contractor's obligation in respect to storage shall be contingent upon the availability of appropriated funds for payment of such reasonable expenses, and if appropriated funds are not available, the contractor shall be under no such obligation. The items affected shall have been dismantled and prepared for shipment, at no expense to the Government in addition to the contract price, within fifteen days after the expiration of the storage period, or, if no storage obligation arises, then within fifteen days after the expiration of the stand-by period (unless a longer time is allowed by the contracting officer). Upon notification from the contractor that the items are ready for shipment, the Government shall remove them at the Government's expense.

(N) The ninety (90) day stand-by period, and the nine (9) month storage period, may be eliminated, shortened or lengthened by agreement of the parties on mutually agreeable terms.

(O) [4] The Government reserves the right to furnish to the contractor f. o. b. the contractor's plant any or all the items of Schedule "A" facilities upon written notice by the contracting officer to the contractor at any time prior to the installation of such items. In such event the contracting officer shall exercise the option described in paragraph (C) (1) or (C) (2) with respect to the item, eliminate it from Schedule "A", and place it on the list of Schedule "B" facilities hereinafter provided for.

(P) [5] The Government shall furnish to the contractor f. o. b. the contractor's plant, the Government-owned facilities listed in Schedule "B" attached hereto, not later than the dates shown thereon. Subject to the right of the contractor to inspect and reject Schedule "B" facilities for good and sufficient reason prior to shipment, the contractor shall receive the same in their then condition, without warranty express or implied on the part of the Government as to serviceability or fitness for use. The contractor shall bear the costs of installation of such facilities.[6] Schedule "B" facilities shall be held by the contractor and considered and treated in the same manner as Schedule "A" facilities under and pursuant to [7] paragraphs (E) (2) and (F) to (N) inclusive of this article.

(Q) [8] The contractor has in its possession, installed and ready for use under this contract, the facilities listed in Schedule "C", title to which is in the Government. Such facilities shall be held by the contractor and considered and treated in the same manner as Schedule "A" facilities under and pursuant to paragraphs (E) (2) and (F) to (N) inclusive of this article. Any previous agreement to the contrary is hereby modified accordingly.

NOTE 1: See §§ 803.365 (a-1), 804.451 (a), 804.498 and 807.723, and Part 810.

NOTE 2: Where it is determined that a rental should be charged (see § 810.1002) paragraph (E) (2) of the article should be appropriately modified.

NOTE 3: Attention is invited to the fact that Government bills of lading (or commercial bills of lading to be converted into Government bills of lading at destination) may be availed of to secure the benefits of land grant freight rates where title to the facilities or parts thereof is in the Government at point of origin (see paragraphs (E) (1) and (B)).

NOTE 4: In cases where facilities are hereafter to be acquired or manufactured by, or furnished by the Government to, a contractor, a clause may be included granting an option to the contractor to purchase the facilities, provided the chief of the technical service finds that such action will be in the interest of the Government. (The power to make this finding is *not* subject to delegation by the chief of the technical service, unless the Director, Purchases Division, Headquarters, Army Service Forces, specifically authorizes a delegation.) In such cases, unless otherwise authorized by the Director, Purchases Division, Headquarters, Army Service Forces, the option will contain the following features:

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[4] Delete if inapplicable.

[5] If such costs are to reimbursed to the contractor, make appropriate changes (see paragraphs (B) (3) (a) (c) (d) and (B) (4) (a) above).

[6] Insert "subparagraphs (1) and (3 of paragraph (C) and" if contractor is to be reimbursed the costs of installation of Schedule "B" facilities.

(i) The option will come into effect only upon the date of expiration of the standby-plus-storage period, and will cover all, but not part, of, the facilities as to which a standby obligation arose and as to which no notice under paragraph (K) of intention to remove has been served upon the contractor during the standby-plus-storage standby period.

(ii) The option period will extend for not more than fifteen days after the date specified in Note 4 (i).

(iii) The option price will be the full cost of the facilities to the Government (including transportation and installation charges) less specified rates of depreciation, plus storage charges incurred under paragraph (M).

NOTE 5: Amendments may be made of existing contracts, substituting the article above set forth (or pertinent portions thereof) for provisions regarding Government-owned facilities now appearing in such contracts, subject to the following:

(i) Uniformity of treatment is considered essential. Accordingly, authority to make these amendments will not be exercised until the technical service concerned apprises all its contractors holding Government-owned facilities of the promulgation of the article above set forth and specifically informs them that they may negotiate with the Government for amendment of their contracts.

(ii) Government negotiators must recognize that contractors will typically derive substantial benefits from these amendments. For example, under the article above set forth the standby period is ninety days and storage is at Government expense, while under the article previously authorized the standby period was one year, and storage expenses were not chargeable to the Government. In general, the article above set forth facilitates the conversion of plants. Accordingly, amendments of existing contracts will be permitted only where the Government receives material and adequate consideration, measured by any difference in value to the contractor between the superseded article and the article inserted by amendment.

(iii) Except with the approval of the chief of the technical service concerned, no amendment will be permitted of an existing Government-owned facilities article which includes a purchase option, unless, as part of the amendment, the purchase option is modified to include the features mentioned in Note 4 (i), (ii) and (iii) above. (The power to give such approval is *not* subject to delegation by the chief of the technical service, unless the Director, Purchases Division, Headquarters, Army Service Forces, specifically authorizes a delegation.) The approval of the Director, Purchases Division, Headquarters, Army Service Forces, will be obtained before any existing Government-owned facilities article which does not include a purchase option, is amended to grant such option.

(iv) The technical services will maintain close supervision of all amendments under this Note 5 and will require adequate records to be prepared and preserved of the negotiations leading to the amendments.

NOTE 6: In the event that the facilities are located in an area outside the United States, where the services of the Loss and Salvage Organizations and not available, the following clause will be used in lieu of paragraph (F) (3) above:

"Upon the happening of loss or destruction of or damage to Schedule "A" facilities caused by an excepted peril, the contractor shall communicate with the contracting officer, shall take all reasonable steps to protect the facilities from further damage, separate the damaged and undamaged facilities, put all the facilities in the best possible order, and furnish to the contracting officer a statement of: (a) the lost, destroyed and damaged facilities, (b) the time and origin of the loss, destruction or damage, (c) all known interests in commingled property of which the facilities are a part, and (d) the insurance, if any, covering any part of or interest in such commingled property. *If and as directed by the contracting officer, the contractor shall make repairs and renovations of the damaged facilities.* [Italicized words may be omitted in appropriate cases.] The contractor shall be reimbursed the expenditures made by it in performing its obligations under this subparagraph (3) as approved by the contracting officer and set forth in a Supplemental Agreement."

§ 803.334 *Records of Government-owned property.* All contracts, in connection with which property or supplies of any kind owned by the United States are furnished to a contractor for use on the contract or as guides, samples, etc., will contain the following clause without deviation:

Record of Government-owned property. The Property Officer, ----------, is designated as the officer to maintain the necessary property records in connection with this contract, as contemplated by AR 35-6520.

§ 803.335 *Patent risks*—(a) *Applicable statutes.* The act of June 25, 1910, as amended (35 U.S.C. 68, 94) provides that whenever an invention covered by a patent of the United States is without license used or manufactured by the United States, or by any person, firm or corporation for and with the authorization and consent of the United States, the patent owner's remedy shall (except in certain cases) be by suit against the United States in the Court of Claims for recovery of his reasonable and entire compensation for such use or manufacture. The provision of paragraphs (b) to (h), inclusive, relate to the contract articles which, as between the Government and the contractor, allocate the ultimate risks created by the above statute and provide for matters cognate thereto.

(b) *Policy in regard to patent risks.* The policy of the War Department in regard to the allocation of ultimate risk of patent infringement liability is summarized as follows:

(1) Whether the Government will accept all patent infringement risks, or require the contractor to indemnify the Government against all or some part of those risks, depends in every case on the nature of the particular item to be supplied. Where a contract calls for the supply of several items the risk may be allocated in one manner as to some items and in a different manner as to other items.

(2) Some items are in all respects made to the contractor's own specifications, or are standard commercial items of a type regularly dealt in as such by the contractor, and are not made to Government-furnished specifications in any material respect. In the procurement of such items the War Department will normally require the contractor to indemnify the Government against all patent infringement risks involved therein. For this purpose the contract will normally contain the contract article set forth in paragraph (d) below. It may, in addition, contain the contract article set forth in paragraph (f).

(3) Other items are, from the standpoint of structure or composition, in part made as described in subparagraph (2) above and in some other part made to meet Government-furnished specifications. In the procurement of such items the War Department will normally require the contractor to indemnify the Government against all patent infringement risks involved therein except those which necessarily result from the contractor's compliance with specifications or provisions forming a part of the contract or with specific written instructions given by the contracting officer for the purpose of directing the manner of performance under the contract. For this purpose the contract will normally contain the contract article set forth in paragraph (e) below and, in addition, the contract article set forth in paragraph (f).

(4) Other items are in all respects made to meet Government-furnished specifications, or are in every substantial respect different from any item which has ever regularly been dealt in as a standard commercial item by the particular contractor, and are not made to the contractor's own specifications in any material respect. In the procurement of such items the War Department will normally not require the contractor to indemnify the Government against any part of the patent infringement risks involved therein. For this purpose the contract will normally contain the contract article set forth in paragraph (f), and normally will not contain either of the contract articles set forth in paragraphs (d) and (e).

(5) In every contract where there is reason to believe that the manufacture, use or disposal of any of the items to be supplied will create risk of patent infringement (and without regard to whether the contract contains either of the indemnity clauses of paragraphs (d) or (e), or no indemnity clause), or may involve the payment of royalties, the contract will normally contain the contract article set forth in paragraph (f) which specifies the conditions under which the Government's authorization and consent is to be given, and provides for assistance in discovering patent liabilities and for securing to the Government the benefit of royalty reductions.

(6) Provision whereby the contractor agrees to indemnify the Government against all or any of the patent infringement risks involved may be included in or omitted from any particular contract or specified class of contracts where, within the discretion of the chief of the technical service concerned (see paragraph (c) below), such action is necessary or appropriate to facilitate procurement.

(7) Where the giving of bond in support of the contractor's indemnity obligation is deemed necessary, the contract will normally contain the contract article set forth in paragraph (g) below.

(c) *Discretion of the chiefs of technical services.* In executing the policy stated in paragraph (b), the chief of each technical service shall have the following authority:

(1) He may issue such instructions for the guidance of his service as may be appropriate to effectuate the policy stated above.

(2) He may, in particular contracts or specified classes of contracts, authorize deviations from the policy, or the omission or alteration of any of the contract articles set forth in paragraphs (d) to (g), inclusive, whenever in his judgment such action is necessary or appropriate to facilitate procurement.

(3) He may redelegate the powers granted to him under this section to the chief legal officer and to the chief patent officer in the headquarters of his service, except that the Commanding General, Army Air Forces may redelegate such power to any officer within the headquarters of the Army Air Forces and within the headquarters of any of the major commands of the Army Air Forces.

(d) *Indemnity against patent risks (broad form).* Where it is proper to require the contractor to indemnify the Government against all patent infringement risks, the appropriate contract article is as follows:

ARTICLE TWO. *Patent indemnity.* The Contractor agrees to indemnify the Government, its officers, agents, servants and employees, against liability including costs and expenses for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is now or may hereafter be ordered to be kept secret under the provisions of the Act of October 6, 1917, as amended, 35 U.S.C. 42) occurring in the performance of this contract or in the use or disposal by or for the Government of any article or thing whose delivery the Government accepts under this contract.

(e) *Indemnity against patent risks (narrow form).* Where it is proper to require the contractor to indemnify the Government against all patent infringement risks except those which necessarily result from the contractor's compliance with specifications or provisions forming a part of the contract, or specific written instructions given by the contracting officer for the purpose of directing the manner of performance thereof, the appropriate contract article is as follows:

ARTICLE ----- *Patent indemnity.* (a) The Contractor agrees to indemnify the Government, its officers, agents, servants and employees, against liability including costs and expenses for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is now or may hereafter be ordered to be kept secret under the provisions of the Act of October 6, 1917, as amended, 35 U. S. C. 42) occurring in the performance of this contract or in the use or disposal by or for the Government of any article or thing whose delivery the Government accepts under this contract, *excepting however* infringement necessarily resulting from the Contractor's compliance with specifications or provisions now or hereafter forming a part of this contract or with specific written instructions given by the Contracting Officer for the purpose of directing the manner in which the Contractor shall perform this contract.

(b) The Contractor shall diligently and promptly report to the Contracting Officer in reasonable written detail (i) each claim of patent infringement asserted with respect to, and (ii) the identity and apparent pertinence of each adversely-held domestic patent having a bearing or apparent bearing upon, the subject-matter or performance of this contract which has heretofore or shall hereafter prior to final settlement come to the attention of the Contractor's legal representatives or executive agents.

(c) In case the rates or amounts of any royalties, which are directly or indirectly chargeable to the Government under this contract, are adjusted pursuant to the provisions of the Royalty Adjustment Act 1942 (Public No. 768, 77th Cong.; 35 U.S.C. 89) or in any other manner, the prices herein shall be reduced to the extent that the Contractor receives the benefit of such adjustment of royalties, or fails to take the benefit thereof after the Government has given the Contractor notice in writing not to make the payment involved, and the Contractor shall pay or credit, as the Contracting Officer may direct, the amount of such price reduction. Nothing contained in this contract shall be deemed to constitute an approval by the Government of the rates or amounts of any royalties chargeable to the Government hereunder, or to prejudice or impair the right of the Government or any department or agency thereof to adjust the rate or amount of such royalties.

Attention is directed to the fact that clause (b) of the foregoing article is a duplicate of clause (b) of the contract article set forth in paragraph (e) above. If the contract articles set forth in this paragraph and in paragraph (e) are both used in the same contract the duplicating provision of (f) should be eliminated.

(g) *Indemnity bond.* Where the giving of bond in support of the contractor's indemnity obligation is deemed necessary, the appropriate contract article is as follows:

ARTICLE ----- *Indemnity bond.* The Contractor shall give a bond in an amount satisfactory to the United States, the terms of which shall fully protect the Government against loss should the Contractor default in any patent indemnity obligation herein set forth.

(h) *Counter-indemnity.* No provision whereby the Government expressly agrees to indemnify the contractor against liability for patent infringement shall be included in any contract except with the express written approval of the Director, Purchases Division, Headquarters, Army Service Forces; but the foregoing does not apply to the use of contract articles, such as that set forth in paragraph (f), specifying the conditions under which the Government's authorization and consent is to be given.

§ 803.336 *Disclosure of information.* All secret, confidential or restricted contracts will contain the following clause without deviation:

Disclosure of information. (a) It is understood that disclosure of information relating to the work contracted for hereunder to any person not entitled to receive it, or failure to safeguard all secret, confidential and restricted matter that may come to the Contractor or any person under his control in connection with the work under this contract, may subject the Contractor, his agents, employees, and subcontractors to criminal liability under the laws of the United States. See Title 1 of an Act approved June 15, 1917 (40 Stat. 217; 50 U.S.C. 31–42) as amended by an Act approved March 28, 1940 (54 Stat. 79); and the provisions of an Act approved Jan. 12, 1938 (52 Stat. 3; 50 U.S.C. 45–45d, as supplemented by Executive Order No. 8381, dated March 22, 1940, 5 F.R. 1147.

(b) The Contractor shall cause a like provision to be inserted in all subcontracts under this contract.

§ 803.337 *Employment of aliens.* All secret, confidential or restricted contracts will contain the following clause without deviation:

Employment of aliens. The Contractor will not permit any alien employed or to be employed by it or by any sub-bidder or subcontractor to have access to the drawings, specifications and accompanying enclosures relating to the performance of this contract, or to the models or material referred to therein, or to engineering principles, composition, subassemblies, or assemblies which are vital to the functioning or use of the article or articles forming the subject matter of this contract, without the written consent beforehand of the Secretary of War.

With respect to any secret, confidential or restricted contract, now in effect and not completely performed, which contains a provision with respect to the employment of aliens, in a different form from that herein prescribed, the chiefs of technical services concerned will take steps, where they deem it necessary to do so, to amend such provision by substituting therefor the clause herein prescribed.

(a) *Employment of aliens in connection with contracts for aircraft, aircraft parts or aeronautical accessories.* All secret, confidential or restricted contracts which are also subject to the act approved July 2, 1926, as amended March 3, 1927, section 10 (j)–(p); 10 U.S.C. 310 (j)–(p), relating to the employment of aliens in connection with contracts for furnishing or constructing aircraft, aircraft parts or aeronautical accessories for the United States may also contain such reference to that act or its provisions as the Commanding General, Army Air Forces, deems appropriate.

§ 803.338 *Plant protection clause.* In those cases where the contracting officer deems it necessary to retain some control as to the plant protective devices in a particular plant, the contract will contain a clause substantially similar to one of those set forth below. Such a clause will not normally be necessary in construction contracts.

Plant protection. The Contractor shall maintain in and about his plant adequate plant protective devices and shall employ such watchmen, guards and other personnel as the Contracting Officer may deem necessary to prevent espionage, sabotage, and other malicious destruction or damage.

Plant protection. The Contractor shall maintain in and about his plant adequate plant protective devices and shall employ such watchmen, guards and other personnel as the Contracting Officer may deem necessary to prevent espionage, sabotage, and other malicious destruction or damage. If the Contracting Officer from time to time shall require the installation of plant protective devices or the employment of watchmen, guards or other personnel, or both, in addition to those deemed necessary by him on the date the Contractor shall commence performance of this contract, the cost of any such devices installed or the pay of any such personnel employed, or both, at the written request and upon the written authorization of the Contracting Officer, shall be reimbursed to the Contractor upon submission of vouchers approved by the Contracting Officer, provided that no reimbursement of the cost of any such installation or pay of any such personnel, or both, shall be made in excess of the cost thereof, as estimated in advance and approved in writing by the Contracting Officer.[1]

Plant protection. (a) The Contractor and each Subcontractor, at his own expense, at all times during the term of this contract, or any subcontract hereunder, shall continue all such precautions for the guarding and protection of his plant, property and work in process, as immediately prior to the date of this contract have been taken by the Contractor or Subcontractor for the protection of the plant, and shall make available such information with respect thereto as the Contracting Officer may request.

(b) The Contractor agrees to furnish the authorized Security and Safety personnel of the War Department with a survey of the existing internal security system at the Contractor's plant. The Contractor agrees, at his own expense, to make the changes set forth in Appendix . . . hereto annexed and made a part hereof to cause his existing internal security system to comply with the regulations of ----------
(Chief of Technical Service)
including the recommendations made by the appropriate War Department Internal Security personnel

(c) At any time during the term of this contract, the Contracting Officer or his duly authorized representative may require the Contractor or Subcontractor to install and maintain in and about the plant additional protective devices, equipment and personnel. The Contractor and each Subcontractor shall submit promptly to the Contracting Officer or his duly authorized representative, for prior approval as to estimated cost, detailed inventories, including the estimated cost of each item of protective devices or equipment so required to be installed and of installing the same and a detailed estimate of the cost of maintaining such additional protective devices or equipment and personnel.

(d) The Contractor or Subcontractor shall be reimbursed upon the submission of a voucher approved by the Contracting Officer, or his duly authorized representative, for the cost of maintaining such additional personnel as may have been required under paragraph (c) hereof, and the Contractor shall be reimbursed also for all payments made by it to Subcontractors pursuant to paragraph (h) hereof. The Contractor or Subcontractor shall be reimbursed, upon the submission of a voucher approved by the Contracting Officer or his duly authorized representative, the invoice price of the additional plant protective devices or equipment so required pursuant to Paragraph (c) hereof. In addition the Contractor or Subcontractor shall be reimbursed the reasonable cost of installing such additional plant protective devices or equipment. Such reasonable cost shall include only transportation to the Contractor's or Subcontractor's plant, direct labor, and direct material necessary for the installation of the additional plant protective devices or equipment. The Government shall not be under obligation to make reimbursement of total cost of such additional plant protective devices or equipment and of installing the same in excess of the estimate approved in advance by the Contracting Officer unless payment of such excess shall be approved or ratified by the Contracting Officer as reasonable. If the Contracting Officer and the Contractor or Subcontractor, as the case may be, are able to agree upon the amount of the cost of such additional devices or equipment, such sum shall be the amount to be reimbursed hereunder.

(e) Title to all plant protective devices and equipment added under Paragraph (c) of this Article shall be in the Government. The Contractor or Subcontractor, during the term of this contract or any extension thereof or during the term of the Subcontract or any extension thereof, at his own expense, shall maintain and keep in good condition and repair all such protective devices and equipment. If such protective devices and equipment are to be installed on premises leased by the Contractor, the Contractor shall take appropriate steps to preserve the Government's right to remove such property pursuant to Paragraph (g) of this Article.

(f) The ----------
(Chief of Technical Service)
or his duly authorized representative, and authorized plant protection personnel of the War Department, at all times during the performance of this Contract or any extension thereof, or during the term of the Subcontract or any extension thereof, and until after expiration of the right of removal set forth below, shall have access to the Contractor's plant, or the plant of the Subcontractor, in order to inspect, inventory, or remove any of said plant protective devices or equipment required pursuant to Paragraph (c) hereof, and to inspect the premises with respect to compliance with all regulations and requirements concerning plant protection, including any recommendations made by the appropriate War Department Internal Security personnel.

(g) After the completion or termination of this contract and prior to final settlement thereof, the Contractor, or the Subcontractor, as the case may be, shall have the option, exercisable in writing, to purchase at the then value as fixed by the Contracting Officer, or his duly authorized representative, any special plant protective devices or equipment theretofore installed in his plant pursuant to Paragraph (c). Not later than the date of final settlement, the Contractor or Subcontractor shall notify the Contracting Officer in writing to remove any such devices or equipment as to which the option to purchase is not to be exercised, and the Government shall have the right, at any time within 180 days after the receipt of such notice, to remove at its own expense any such plant protective devices or equipment.

(h) The Contractor agrees to insert in each of his subcontracts the following provision:

"The Subcontractor agrees to be bound by the provisions of Article -------- of the
(This Article)
prime contract with the Government insofar as they are applicable to this contract. The Prime Contractor will reimburse the Subcontractor for the cost of such special devices, equipment and personnel as have been or hereafter may be added by the Subcontractor, pursuant to Paragraph (c) of Article --------, for which reimbursement has not been made by the Government direct to the Subcontractor according to the terms set forth in Paragraph (d) of Article --------"

(i) For the purpose of this Article, a subcontract is defined as any contract or agreement entered into between the Contractor and any other party, for the performance of all or any part of the work called for under this Contract.

(j) The Contractor, upon the request of the Contracting Officer, shall dismiss any officer or employees whose continued employment is deemed by the Contracting Officer to endanger the safety of the plant. In the event any such officer or employee is reinstated upon request of the Contracting Officer, the Contractor shall be reimbursed the costs incident to such rehiring, including back wages approved by the Contracting Officer.

(k) If guard personnel are members of the Civilian Auxiliary to the Military Police or successor organization, the Contractor shall be reimbursed for such additional cost approved by the Contracting Officer as may be incurred because of compliance with regulations and orders issued by a military commanding officer in charge of the Contractor's plant guards.

§ 803.339 *Price adjustment for increase of freight rates.* In appropriate cases, contracts will contain a clause substantially as follows:

Price adjustment for increase in freight rates. If after the date of the bid, or in the case of a contract not entered into pursuant to a bid after the date of the award, the Interstate Commerce Commission shall authorize an increase in freight rates upon the materials set out below, which are used in the production of the supplies covered by this contract, and if the contractor is required to pay increased freight rates on such materials (either by payment to the carrier or because the increased freight charges are added to the price paid by the contractor for the materials) in order to perform the contract, the prices named herein will be increased accordingly, and the amount due the contractor as a result of such increase will be charged to the Government and entered on vouchers (or invoices) as a separate item: *Provided*, That the contractor shall not be entitled to receive payment for any such increase unless he submits such evidence as may be required by the contracting officer with respect to the increased freight charges borne by the contractor: *And provided further*, That the contractor shall not be entitled to receive payment for any such increase to the extent that such payment may be inconsistent with any applicable maximum price regulations issued by the Office of Price Administration or other lawful authority.

[1] If desired an additional proviso may be added, reading substantially as follows:
Provided further that no reimbursement of the cost of any such installation or pay of any such personnel is being made to the contractor by other means.

§ 803.340 *Clauses for rental of gas cylinders.* Every contract for the rental of gas cylinders will contain a clause substantially similar to one of the following:

Rental of gas cylinders (individual basis). Cylinders shall remain the property of the contractor and will be loaned, without charge, to the Government for a period of 30 days after the date of shipment of cylinders from the contractor's plant. Beginning with the first day after the expiration of the 30-day free loan period to and including the day the cylinders are released to the transportation company for return to the contractor, there will be charged and the United States agrees to pay the contractor a rental at the rate of $_____ per cylinder per day for the use of cylinders not returned to the contractor.

Rental of gas cylinders (quantity basis). Cylinders shall remain the property of the contractor and will be loaned, without charge, to the Government for a period of 30 days after the date of shipment of cylinders from the contractor's plant. Beginning with the first day after the expiration of the 30-day free loan period to and including the day the cylinders are released to the transportation company for return to the contractor, there will be charged and the United States agrees to pay the contractor a rental at the rate of $_____ per cylinder per day, computed on a quantity basis, as indicated below, for the use of cylinders not returned to the contractor. This rental charge will be computed separately for oxygen and acetylene cylinders and for each point of delivery named in the contract. A credit of 60 cylinder days will accrue for each cylinder shipped. A debit of one cylinder day will accrue for each cylinder for each day held beginning with the day after date of shipment from contractor's plant to and including the day the cylinder is released to the transportation company for return to the contractor. At the end of the contract period, in the event the total number of debits exceeds the total number of credits, rental will be charged for the difference. If the total number of credits equals or exceeds the total number of debits, no charge will be made for the use of the cylinders.

All cylinders not returned to the contractor on or before the expiration of a 90-day rental period or lost or damaged beyond repair while in the possession of the United States Government shall be paid for by the United States to the contractor at a replacement value of $_____ for each oxygen cylinder of 100 to 110 cubic feet capacity, $_____ for each oxygen cylinder of 200 to 200 cubic feet capacity, $_____ for each acetylene cylinder of 100 to 150 cubic feet capacity, and $_____ for each acetylene cylinder of 250 to 300 cubic feet capacity.

Cylinders retained or lost and so paid for shall be considered the property of the United States. But if and when located they may, at the option of the Government, be returned to the contractor, and, in such event, credit shall be allowed to the Government at the replacement value paid, less rental at the rate of $_____ per day beginning at the expiration of the 30-day loan period as aforesaid to the date upon which cylinders are turned over to carrier for return to contractors plant.

§ 803.341 *Price adjustment based on production experience.* The following articles provide for (1) redetermination of price by formula paragraph (a), (2) price revision by negotiation paragraph (b), (3) conversion of fixed-fee contract to fixed price basis paragraph (c), (4) incentive provisions in fixed-fee contracts paragraph (d). They may be used in accordance with the instructions in Subpart B of Part 812.

(a) *Article _____. Redetermination of price by formula.*

(a) *Agreement to redetermine price.* The Government and the Contractor recognize that the costs of performing this contract cannot be accurately estimated at the time of its execution, and that the price fixed in Article ____ may therefore be too high. They therefore agree that the contract price fixed in Article ____ shall be redetermined in accordance with this Article on the basis of the actual experience of the Contractor in performing part of the contract. They agree that the cost of producing the first ____% of the items called for hereunder (hereinafter called the "preliminary run") will not necessarily be typical for the remainder of the contract. The cost of producing the next ____% (hereinafter called the "test run") shall therefore be used as the general basis for the redetermination of price.

(b) *Estimate of costs.* The Contractor represents that the contract price fixed in Article ____ is based on a total estimated cost of $_____, itemized as follows: [1]

A. Factory Cost.
1. Direct materials.
2. Direct productive labor.
3. Direct engineering labor.
4. Miscellaneous direct factory charges.
5. Indirect factory expenses [2] (State basis of allocation).

Total Factory Cost

B. Other manufacturing cost.
C. Miscellaneous direct expenses.
D. Indirect engineering expenses.
E. Expenses of distribution, servicing and administration.
F. Guarantee expenses.

(c) *Cost statements.*

(1) Within ____ days after the completion of the production of the "test run" the Contractor shall submit to the Contracting Officer the following data—

(i) Separate statements showing the costs of producing the "preliminary run" and the "test run" itemized in the same way as the estimated cost stated in section (b) above:

(ii) Estimates of the cost of producing the items to be delivered during the remainder of the contract based upon the previous cost experience of the Contractor and upon all other relevant factors; and

(iii) Proposed revised prices under the contract.

(2) The Contractor will maintain books, records and accounts so as to reflect accurately and segregate clearly the costs of performing this contract during the "preliminary run" and "test run". For this purpose the Contractor may follow the cost accounting system regularly used by it, if the Contracting Officer finds it is adequate and in accordance with sound accounting practice. The statements showing costs experienced by the Contractor under this contract shall be based upon such books, records and accounts and shall be certified as correct by two officers of the Contractor or by an independent public accountant. The Contractor shall submit his books, records and accounts to such examination and audit as the Contracting Officer may request.

(d) *Method of redetermination.* (1) Upon the filing of the data required by section (c) hereof, the Contracting Officer and the Contractor shall determine the costs of producing the "preliminary run" and the "test run" and the cost of producing the remainder of the items called for by the contract as indicated by the cost of production of the "test run" and the cost estimate submitted by the Contractor under section (c). Any disagreement as to the experienced costs or estimated costs shall be subject to Article ____ (Disputes).

(2) If the cost of producing the "preliminary run" and the "test run" plus the cost of production of the remainder of the items called for by the contract as determined under subsection (1) above, is less than the total estimated cost stated in section (b), the total price to be paid pursuant to Article ____ shall be reduced by the amount of the difference. The redetermined price shall be evidenced by a supplemental agreement.

(e) *Payment.* Pending the redetermination of the contract price hereunder the Government shall pay for all items delivered hereunder at the price fixed in Article ____. Upon the redetermination of the price hereunder the Contractor shall apply as a credit against payment for subsequent deliveries or shall repay to the Government, as the Contracting Officer may direct, an amount equal to the difference between the price paid on all items theretofore delivered and the redetermined price for such items; and the Government shall pay for all items thereafter delivered the redetermined price minus any such credit. If, before the price is redetermined hereunder, any amount paid under this contract has been included in any renegotiation agreement made under Section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942, as amended, no refund or credit shall be required hereunder with respect to that amount.

(f) *Renegotiation.* Any redetermination of the contract price made under this Article is without prejudice to the determination of any excessive profits of the Contractor upon subsequent renegotiation under Section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942, as amended, or the contract article inserted herein pursuant to that Act.

(b) *Article _____. Revision of entire price by negotiation.*

(a) *Agreement to revise price.* The Government and the Contractor recognize that the costs of performing this contract cannot be accurately estimated at the time of its execution and that the contract price fixed in Article ____ may therefore be either too high or too low. They therefore agree that the contract price shall be revised upward or downward in accordance with this article on the basis of actual experience of the Contractor in producing __% of the items under this contract (hereinafter called the "trial run"). They recognize that the costs of performing that part of the contract will not be typical for the remainder of the contract, but will provide sufficient information and experience to permit revision of the price.

(b) *Estimate of costs.* The Contractor represents that the contract price fixed in Article ____ is based on a total estimated cost of $_____, itemized as follows: [1]

A. Factory Cost.
1. Direct materials.
2. Direct productive labor.
3. Direct engineering labor.
4. Miscellaneous direct factory charges.
5. Indirect factory expenses.[2] (State basis of allocation.)

Total Factory Cost

B. Other manufacturing cost.
C. Miscellaneous direct expenses.
D. Indirect engineering expenses.
E. Expenses of distribution, servicing and administration.
F. Guarantee expenses.

(c) *Cost statements.*

(1) Within _____ days after the completion of the trial run, the Contractor shall submit to the Contracting Officer the following data: [1]

(i) Separate statements showing costs of production for the trial run, itemized in the same way as the estimated cost stated in section (b) above.

(ii) Estimates of the cost of producing the items to be delivered during the remainder of the contract based upon the previous cost experience of the Contractor and upon all other relevant factors.

(iii) Proposed revised prices under the contract.

(2) The Contractor will maintain books, records and accounts so as to reflect accurately and segregate clearly the costs of performing this contract. For this purpose the Contractor may follow the cost accounting system regularly used by it, if the Contracting Officer finds it is adequate and in accordance with sound accounting practice. The statements showing costs experienced by the Contractor under this contract shall be based upon such books, records and accounts and shall be certified as correct by two officers of the Contractor or by an independent public accountant. The Contractor shall submit his books, records and accounts to such examination and audit as the Contracting Officer may request.

(d) *Negotiation for revision.* (1) Upon the filing of the data required by section (c) hereof, the Contractor and Contracting Officer shall negotiate in good faith to agree upon revised prices under this contract. The revised price may be different for different periods of the contract and may be in excess of or less than the price stated in Article ____ hereof. The agreement reached shall be evidenced by a supplemental agreement to this contract stating the revised price under the contract.

(2) If the Contracting Officer and Contractor fail to agree on revised prices under the contract within thirty days after the date for filing of the data by the Contractor under section (c) hereof, or such further period as may be fixed by agreement, the Contractor, if not in default, or the Government, may terminate the contract hereunder by written notice delivered within ten days after the expiration of said thirty day period or extension. Upon such termination by either party, the rights and obligations of the parties shall be governed by the provisions of Article ____ hereof ("Termination for the Convenience of the Government"), except that the Contractor shall be allowed no profit for any uncompleted portion of the contract. If revised prices are not agreed upon and the contract is not terminated, the Government shall pay to the Contractor the price fixed in Article ____ for the remainder of the contract.

(e) *Payments.* Until the contract price is revised hereunder, the Government shall pay to the Contractor the price set forth in Article ___ for all articles delivered. If the contract price is revised upward hereunder, the Government shall pay to the Contractor the difference between the prices paid on all items theretofore delivered and the revised price for such items. If the contract price is revised downward hereunder an amount equal to the difference between the price paid on all items theretofore delivered and the revised price for such items, shall be applied as a credit against payments for subsequent deliveries or shall be applied in such other manner or repaid to the Government, as the Contracting Officer may direct. For all items delivered after any price revision hereunder, the Government shall pay the contractor the revised price, minus any such credit. If, before the price is redetermined hereunder, any amount paid under this contract has been included in any renegotiation agreement made under Section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942, as amended, no refund or credit shall be required hereunder with respect to that amount.

(f) *Renegotiation.* Any revision of the contract price made under this Article is without prejudice to the determination of any excessive profits of the Contractor upon subsequent renegotiation under Section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942, as amended, or the contract article inserted herein pursuant to that Act.

(c) *Article _____. Conversion to fixed price contract.*

(a) The Government and the Contractor agree to convert this contract from a cost-plus-a-fixed-fee basis to a fixed price basis in accordance with this article.

(b) Within (15) days after the production of ____% of the items covered by this contract, the Contractor will submit to the Contracting Officer the following data: [1]

(1) Statements showing the cost of producing all items theretofore completed for delivery for which cost figures are available, and such other statements as the Contracting Officer may require.

(2) Estimates of the cost of producing the remainder of the contract based upon the previous cost experience of the Contractor and upon all other relevant factors.

(3) Proposed prices for the items theretofore delivered and to be delivered during the remainder of the contract.

(c) Upon the filing of the data required by section (b) hereof, the Contractor and Contracting Officer will negotiate in good faith to agree upon a price or prices for this contract on a fixed price basis. In negotiating such prices consideration may be given to all pertinent factors which have affected the Contractor's costs during the preceding period and which are likely to affect such costs during the remainder of the contract and to all pertinent factors bearing upon the profit margin which is reasonable for the Contractor to earn under the contract. The agreement to convert may make the fixed price basis applicable to the entire contract, including performance before as well as after the effective date of the conversion; and it may provide for the treatment of any advance payments and reimbursements theretofore made to the Contractor as payments under the revised contract, for appropriate credit for deliveries theretofore made by him, and for releasing to the Contractor any interest or title of the Government in any materials and property acquired for the performance of the contract. The terms of the agreement shall be evidenced by a supplemental agreement.

(d) Any conversion made or contract price fixed under this Article is without prejudice to the determination of any excessive profits of the Contractor upon subsequent renegotiation under Section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942, as amended, or the contract article inserted herein pursuant to that Act.

(d) *Article _____. Adjustment of fixed fee.*

(a) *Agreement to adjust.* The Government and the Contractor agree that the fee fixed in Article ____ hereof shall be adjusted in accordance with this Article. In this Article the first ____% of the items to be produced hereunder is called the "preliminary run"; the next ____% thereof is called the "test run" and all items to be produced hereunder after the test run are called the "remainder of the contract".

(b) *Basis of adjustment.* (1) Within 3 days after the production of the test run the Contractor shall submit to the Contracting Officer the following data:

(i) Separate itemized statements showing the costs of production of the preliminary run and the test run.

(ii) Estimates of the costs of producing the remainder of the contract, based upon the previous cost experience of the Contractor and all other relevant factors.

(2) Upon the filing of the foregoing data, the Contracting Officer and Contractor shall agree upon an estimate for the cost of producing the remainder of the contract (herein called the "target estimate") on the basis of the costs of production of the test run and the estimated costs submitted by the Contractor.

(c) *Adjustment.*

(1) Upon the completion of the contract the Contractor shall submit itemized statements of the cost of producing the remainder of the contract. The Contracting Officer, after making such adjustments as he deems necessary therefor, shall determine the amount by which the Contractor had reduced the costs of producing the remainder of the contract below the target estimate by efficiency in buying, production or management or has increased such costs above the target estimate by its inefficiency in these respects. Using the amount of the reduction or increase of costs so determined, he shall compute the percentage of the target estimate which such reduction or increase represents.

(2) The Contracting Officer shall then adjust the fee on the basis of the percentage of such increase or reduction in costs in the following manner.

(i) For each 1% of such reduction in costs up to 10% the fee shall be increased by 1% of the dollar amount of the fee or for each 1% of such increase in costs up to 10% the fee shall be decreased by 1% of the dollar amount of the fee.

[1] This breakdown may be altered to suit particular circumstances. Any reserves for contingencies should be stated separately and clearly identified.

[2] State separately the estimated amount of each of the following items included:
(a) Normal depreciation.
(b) Special amortization.

[1] Where it will be unduly difficult for the Contractor to submit the data in the form specified in paragraphs (i) and (ii), the following form may be substituted for these paragraphs, if the Contracting Officer is satisfied that it will provide reliable and sufficient data for the purposes of the article:

"(i) Revised estimates of the cost of performing the entire contract, based upon the cost experience of the Contractor during the trial run and upon all other relevant factors, itemized in the same way as the estimated cost stated in section (b) above, and showing separately any reserves for contingencies included in the estimate."

Paragraph (iii) will then be renumbered (ii).

[1] Where it will be unduly difficult for the Contractor to submit the data in the form specified in paragraphs (1) and (2), the following form may be substituted for these paragraphs, if the Contracting Officer is satisfied that it will provide reliable and sufficient data for the purposes of the article:

"(1) Revised estimates of the cost of performing the entire contract, based upon the cost experience of the Contractor during the trial run and upon all other relevant factors, itemized in the same way as the estimated cost stated in section (b) above, and showing separately any reserves for contingencies included in the estimate."

Paragraph (3) will then be renumbered (2).

(ii) For each 1% of such reduction in costs beyond 10% the fee shall be increased by 2% of the dollar amount of the fee or for each 1% of increase in costs beyond 10% the fee shall be reduced by 2% of the dollar amount of the fee.

In no event shall the fee as adjusted be increased to more than 7% of the original estimated costs or be reduced to less than 1% of the original estimated cost.

(d) *Books and records.* The Contractor will maintain books, records and accounts so as to reflect accurately and segregate clearly the costs of performing this contract. For this purpose the Contractor may follow the cost accounting system regularly used by it, if the Contracting Officer finds that it is adequate and in accordance with sound accounting practice. The statements showing costs experienced by the Contractor under this contract shall be based upon such books, records and accounts and shall be certified as correct by two officers of the Contractor or by an independent public accountant. The Contractor shall submit his books, records and accounts to such examination and audit as the Contracting Officer may request.

(e) *Disputes.* Any disagreement with respect to the amount of the "target estimate" under section (b) (2), or the amount of the reduction or increase in costs under section (c) (1), or the computation of the adjustment of the fee under section (c) (2) shall be subject to Article — (Disputes).

§ 803.342 *Articles governing statutory renegotiation.* The following articles dealing with statutory renegotiation will be used in accordance with Part 812 of this chapter (§ 812.1202 et seq., § 812.1207 et seq.).

(a) [*Form I*] *Renegotiation pursuant to the Renegotiation Act: Form for general use.*

Article ____. *Renegotiation.* (a) This contract shall be deemed to contain all the provisions required by subsection (b) of the Renegotiation Act as amended by Section 701 of the Revenue Act of 1943 (Public Law No. 235, 78th Congress, enacted February 25, 1944).

(b) In compliance with said subsection (b) of the Renegotiation Act, the Contractor shall insert in the subcontracts specified in said subsection (b) either the provisions of this Article or the provisions required by said subsection (b).

(b) [*Form II*] *Same: Form for contracts exempt under discretionary exemption.*

Article ____. *Renegotiation.* (a) The Contractor agrees to insert in the subcontracts specified in subsection (b) of the Renegotiation Act as amended by Section 701 of the Revenue Act of 1943 (Public Law No. 235, 78th Congress, enacted February 25, 1944), either the provisions required by said subsection (b) or the following:

"Article ____. Renegotiation. (a) This contract shall be deemed to contain all the provisions required by subsection (b) of the Renegotiation Act as amended by Section 701 of the Revenue Act of 1943 (Public Law No. 235, 78th Congress, enacted February 25, 1944).

"(b) In compliance with said subsection (b) of the Renegotiation Act, the Contractor shall insert in the subcontracts specified in said subsection (b) either the provisions of this Article or the provisions required by said subsection (b)."

(b) The Contractor agrees that there may be retained by the United States from amounts otherwise due the Contractor or that the Contractor will repay to the United States, as the Secretary of War or his duly authorized representative may direct, any amounts which under subsection (b) of the Renegotiation Act he is directed to withhold from a subcontractor and which are actually unpaid at the time the Contractor receives such direction.

(c) [*Form III*] *Same: Form for supplemental agreements.*

Article ____. *Renegotiation.* (a) This contract shall be deemed to contain all the provisions required by subsection (b) of the Renegotiation Act as amended by Section 701 of the Revenue Act of 1943 (Public Law No. 235, 78th Congress, enacted February 25, 1944).

(b) In compliance with subsection (b) of the Renegotiation Act, the Contractor shall insert in the subcontracts specified in said subsection (b) and made by the Contractor after the date of this instrument either provisions similar to paragraphs (a) and (b) of this Article or the provisions prescribed by said subsection (b) of the Renegotiation Act.

(c) This Article applies only to the supplemental agreement by which it was added and to any supplemental agreement or change orders hereafter executed except that the Contractor may discharge any obligation under the basic contract to insert renegotiation provisions in subcontracts, by inserting therein either the provisions of paragraphs (a) and (b) of this Article or the provisions prescribed by subsection (b) of the Renegotiation Act.

§ 803.342a *Price revision by mutual agreement.* There may be included in any contract (1) which is for an amount of $100,000 or less and (2) which is also developmental or experimental in character a clause substantially as follows:

ARTICLE ____. *Price revision by mutual agreement.*

(a) Upon the written demand of the Contracting Officer, made at any time until sixty (60) days after the completion or termination of this contract, the Contractor will renegotiate the contract price to reduce it to an amount representing fair and reasonable compensation for the performance of the Contract. In such negotiations the efficiency of the Contractor in production, buying and management will be given due weight.

(b) The Contractor will furnish to the Contracting Officer such statements of actual costs of production and such other financial statements, at such times and in such form and detail, as the Contracting Officer may prescribe, and will permit such audits and inspections of its books and records as the Contracting Officer may request.

(c) The Government shall retain from amounts otherwise due the Contractor, or the Contractor shall repay to the Government if paid to him, any amount of the contract price found as a result of such renegotiation to represent an excessive price and not eliminated through reductions in contract price or otherwise, as the Contracting Officer may direct.

(d) The provisions of this article shall not be construed as precluding any renegotiation which may be required under Section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942, as amended.

(e) As used in this article the term "this contract" means this contract as originally written or as modified from time to time.

§ 803.343 *Rate of Wages clause.* All contracts subject to the Davis-Bacon Act will contain the following clause without deviation:

Rate of wages. (In accordance with the act of August 30, 1935, 49 Stat. 1011, as amended by the act of June 15, 1940, 54 Stat. 399 (U. S. Code, title 40, secs. 276a and 276a–1), this article shall apply if the contract is in excess of $2,000 in amount and is for the construction, alteration, and/or repair, including painting and decorating, of a public building or public work within the geographical limits of the States of the Union, the Territory of Alaska, the Territory of Hawaii, or the District of Columbia.)

(a) The contractor or his subcontractor shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less or more than those stated in the specifications (subject to Executive Order Number 9250 and the General Orders and Regulations issued thereunder) regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers and mechanics; and the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work. The contracting officer shall have the right to withhold from the contractor so much of accrued payments as may be considered necessary by the contracting officer to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by such laborers and mechanics and not refunded to the contractor, subcontractors, or their agents.

(b) In the event it is found by the contracting officer that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the Government may, by written notice to the contractor, terminate his right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable to the Government for any excess costs occasioned the Government thereby.

(c) The regulations of the Secretary of Labor, referred to in article ____ (non-rebate of wages) hereof, allow certain "permissible deductions" from the wages required by this article to be paid.

The article to which cross reference is made in paragraph (c) of the above clause is that contained in § 803.344.

(a) There will be contained in each contract subject to the Davis-Bacon Act (or in the specifications accompanying the contract) a clause substantially as follows:

The minimum wages to be paid laborers and mechanics on this project, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are as follows:

Classification of laborers and mechanics	Minimum rates of wages per hour

Any class of laborers and mechanics not listed in the preceding paragraph, which will be employed on this contract, shall be classified or reclassified conformably to the foregoing schedule by mutual agreement between the contractor and class of labor concerned, subject to the prior approval of the contracting officer. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question, accompanied by the recommendation of the contracting officer, shall be referred to the Secretary of Labor for final determination. The wages specified in this schedule shall be the maximum wages to be paid, subject, however, to Executive Order No. 9250 and the General Orders and Regulations issued thereunder.

§ 803.344 *Nonrebate of wages clause.* All contracts subject to the Copeland "Kick-back" Act will contain the following clause without deviation:

Nonrebate of wages. The contractor shall comply with the regulations of the Secretary of Labor pursuant to the Act of June 13, 1934, 48 Stat. 948 (U.S. Code, title 40, secs. 276b and 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required of subcontractors thereunder, except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

§ 803.345 *Convict labor.* All contracts, except those to which the prohibition against use or employment of convict labor is clearly inapplicable, and except those containing the clause set forth in either §§ 803.353 or 803.353 (d) will contain the following clause without deviation:

Convict labor. The contractor shall not employ any person undergoing sentence of imprisonment at hard labor. This provision shall not be construed to prevent the contractor or any subcontractor hereunder from obtaining any of the supplies, or any component parts or ingredients thereof, to be furnished under this contract or any of the materials or supplies to be used in connection with the performance of this contract, directly or indirectly, from any Federal, State or territorial prison or prison industry: *Provided*, That such articles, materials or supplies are not produced pursuant to any contract or other arrangement under which prison labor is hired by or employed or used by any private person, firm or corporation.

Any contract related to the prosecution of the war which contains a convict labor provision in a different form from that herein prescribed will be amended by the contracting officer to substitute the form herein prescribed for such other form if the contractor so desires.

For discussion of the above clause as well as of the convict labor provision of the Walsh-Healey clause, see §§ 809.901 to 809.903, inclusive.

§ 803.346 *Eight-hour law.* All contracts subject to the provisions of the Eight-Hour Law of 1912 will contain the following clause without deviation:

Eight-hour law. No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the contractor or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than 8 hours in any one calendar day upon such work at the site thereof, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this article. The wages of every laborer and mechanic employed by the contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of 8 hours per day and work in excess of 8 hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this article a penalty of $5 shall be imposed upon the contractor for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than 8 hours upon said work without receiving compensation computed in accordance with this article; and all penalties thus imposed shall be withheld for the use and benefit of the Government: *Provided*, That this stipulation shall be subject in all respects to the exceptions and provisions of U. S. Code, title 40, sections 321, 324, 325, and 326, relating to hours of labor, as modified by the provisions of Section 303 of Public Act No. 781, 76th Congress, approved September 9, 1940, relating to compensation for overtime.

§ 803.347 *Advance payments with interest.* A clause substantially as follows will be included in fixed-price contracts when it is contemplated that advance payments with interest will be made thereon:

Advance payments. (a) At any time and from time to time, after the approval of this contract, at the request of the Contractor and subject to the approval of the ____ or his duly authorized
(Chief of supply service)
representative, or of the person to whom authority has been delegated to make advance payments, as to the present need therefor, the Government shall advance to the Contractor sums not to exceed ____
(Insert amount of advance payment)
____ or ____ per centum (____%) of the contract price, as it may be amended, whichever shall be the smaller. On the unliquidated balance of the advance payments outstanding, the Contractor agrees to pay interest at the rate of two and one-half per cent per annum to be computed in accordance with the provisions of paragraph (f).

(b) As a condition precedent to the making of any advance payment or payments as hereinbefore provided, the Contractor shall furnish the Government with such adequate security as the Under Secretary of War or the person to whom authority has been delegated to make advance payments shall prescribe; *Provided:* That, if other security is not prescribed, the terms of this contract shall be considered adequate security for such advance payments; *Provided further:* That, if at any time the Under Secretary of War deems the security furnished by the Contractor inadequate, the Contractor shall furnish such additional security as shall be satisfactory to the Under Secretary of War.

(c) Until all advance payments hereunder are liquidated, all funds received as advance payments under this contract together with ____ per cent (____%) of all other cash
(Insert per cent to be deposited which shall be not less than 85%)
payments under this contract, shall be deposited in a special bank account or accounts at a member bank or banks of the Federal Reserve System, or any "insured" bank within the meaning of the Act creating the Federal Deposit Insurance Corporation (Act of August 23, 1935; 49 Stat. 684), as amended (12 U. S. C. 264), separate from the Contractor's general or other funds. Such special bank account or accounts shall be so designated as to indicate clearly to the bank their special character and purpose, and the balances in such account or accounts shall be used by the Contractor exclusively as a revolving fund for carrying out the purposes of this contract (including reimbursement to the Contractor for any reasonable amounts expended by him for such purposes), and any amendments thereto, and not for the other business of the Contractor; *Provided:* That for the purpose of determining proper disposition of funds hereunder such of the Contractor's costs as may not be directly allocable to this contract, as it may be amended, may be charged against funds deposited in the special account in that proportion which the amount of work being done under this contract, as it may be amended, approximately bears to the total amount of work being performed by the Contractor, out of which such costs also arise, but within the period to which such costs relate. When required by the ____
(Chief of
____ or his duly authorized representative, or any other person to whom authority to make advance payments has been delegated, withdrawals from such special account or accounts shall be made subject to the prior written approval of the Contracting Officer or his duly authorized representative. Any balances from time to time in such special account or accounts shall secure the repayment of the advances in connection with which the special account or accounts are opened, and the Government shall have a lien upon such balances to secure the repayment of such advances which lien shall be superior to any lien of the bank or any other person upon such account or accounts by virtue of assignment to it of such contract or otherwise; *Provided:* That the bank shall be under no liability to any party hereto for the withdrawal of any funds from said special account upon checks, properly endorsed and signed by the Contractor, except that after the receipt by the bank of written directions from the ____
(Chief of technical service)
or his duly authorized representative, the bank shall act thereon and be under no liability to any party hereto for any action taken in accordance with the said written directions. Any instructions or written directions received by the bank through the Contracting Officer upon War Department stationery and purporting to be signed by, or by the direction of, the ____
(Chief of technical service)
or his duly authorized representative shall, insofar as the rights, duties, and liabilities of the bank are concerned, be conclusively deemed to have been properly issued and filed with the bank by the ____
(Chief of technical service)
or his duly authorized representative.

(d) If, upon the completion of the contract, or upon its termination for other than the fault of the Contractor, the advance payments made to the Contractor have not been fully liquidated in the manner herein provided, the unliquidated balance of such advance payments shall be deducted from any payments otherwise due the Contractor, and if the sum or sums due the Contractor be insufficient to cover such balance, the deficiency shall be paid by the Contractor in cash forthwith after demand and final audit by the Government of all accounts hereunder: *Provided, however,* That in the event of such termination of the contract for other than the fault of the Contractor, such deduction shall not be made prior to final audit unless and only to the extent that, the Contracting Officer or his duly authorized representative shall determine that such action is reasonably required in order to secure the eventual repayment in full to the Government of such unliquidated advance pay-

ments. In the event of cancellation or termination of this contract because of the fault of the Contractor, the Contractor agrees to return to the Government, upon demand, without set-off of any sums alleged to be due the Contractor, the unliquidated balance of any advance payment. Furthermore, if, in the opinion of the _____
(Chief of technical _____ or his duly authorized representative, service)
the unobligated balance of the advance payments made by the Government under paragraph (a) hereof exceeds the amount necessary for the current needs of the Contractor, as determined by the _____
(Chief of technical service)
or his duly authorized representative the amount of such excess shall, upon demand made by the _____ or his duly au-
(Chief of technical service)
thorized representative be promptly returned to the Government and will be credited against the balance due the Government on advances previously made. If the demand made in any event set forth in this subparagraph is not met upon receipt of such demand by the Contractor, the amount demanded will bear interest at the rate of six percent (6%) rather than two and one-half percent (2½%) per annum from the date of the receipt of the demand until payment is made. *Provided, however,* That such additional interest over and above the regular two and one-half percent is hereby waived as to any sum paid by the Contractor within 15 days after the amount becomes due hereunder.

(e) Except as otherwise provided herein, liquidation of the principal of any advance payment or advance payments made to the Contractor hereunder shall be made by deductions of _____ per cent (____% from any and all payments made by the Government under the terms of the contract or by means of direct repayment by the Contractor from his own free funds or from the special account or accounts: *Provided,* That if at any time, as a result of amendments to the contract or otherwise, the unliquidated balance of the principal of advance payments made exceeds _____ per cent (____%) of the balance of the total contract price then unpaid, the amount of such excess which has not then been expended or obligated shall upon demand of the _____, or
(Chief of technical service)
his duly authorized representative be promptly returned to the Government by withdrawal from the special account or accounts or otherwise, and that portion of the excess which has been expended or obligated may, at the option of the Contractor, be so returned and if not so returned, shall, together with any unexpended or unobligated portion of the excess not otherwise returned to the Government, be deducted from any and all payments to be made by the Government under the contract: *Provided further,* That, if and when the contractor has, by means of deductions or otherwise, reimbursed the Government in full for payments made, any money remaining in the special bank account or accounts shall be free and clear of any lien hereunder and the bank or banks concerned shall have authority to pay same to the contractor and shall thereupon be relieved of any further obligation to the Government on account thereof.

(f) On the unliquidated balance of the advance payments outstanding, the contractor agrees to pay interest at the rate of two and one-half per cent per annum. Such interest shall be computed at the end of each calendar month on the average daily balance of the principal of the unliquidated advance payments outstanding. In determining such balance, charges on account of the advance payments to the Contractor hereunder shall be made as of the dates of the checks therefor; credits arising from deductions from payments to the Contractor under this contract shall be made, upon the issue of the check for such payment, as of the dates of shipment as indicated on the Contractor's invoice and/or Government Receiving Report; and credits arising from cash repayments to the Government by the Contractor shall be made as of the dates the checks therefor are received by the disbursing officer. As soon as such monthly computations shall have been made, the interest so determined shall be deducted from the payments otherwise due to contractor under this contract: *Provided, however,* That in no event shall deductions on account of interest exceed five per cent (5%) of the gross payment due the contractor prior to any deduction under this paragraph or paragraph (e) or any other provisions of this contract. In the event the accrued interest exceeds such five per cent, the excess of such interest shall be carried forward and deducted from subsequent payments. The interest shall not be compounded, and shall, subject to the provisions of paragraph (d) hereof, cease to accrue upon the termination of the contract for other than the fault of the contractor, or upon the date found by the Contracting Officer to be the date upon which the contractor completed his performance under the contract.

(g) The contractor shall, at all times, afford to the Contracting Officer or his duly authorized representative, proper facilities for the inspection and audit of the contractor's accounts, and the contractor hereby agrees that the Contracting Officer, or his duly authorized representative, shall have the right, so far as the contractor's rights are concerned, during business hours, to inspect and make copies of any entries in the books and records of the bank relating to the said special account.

(h) Subject to the approval of the Contracting Officer or his duly authorized representative the contractor may make payments to subcontractors and materialmen in advance out of the special account, for labor or services, or to pay for material in advance of delivery at the site of the work or at an approved storage site. Such subadvances shall not exceed _____ per cent of the subcontract price and the subcontractor or materialmen to whom such advances are made shall furnish adequate security therefor. Unless other security is furnished, covenants in subcontracts, expressly made for the benefit of the Government, providing for a subspecial account with Government lien thereon and for a Government lien on property, tangible or intangible, purchased from the special account, and imposing upon the subcontractor substantially the same duties and giving the Government substantially the same rights as are provided herein between the Government and the contractor, have been prescribed by the Under Secretary of War as minimum adequate security for such subadvances.

(i) If no surety bond is furnished as part of the security under subparagraph (b) hereof, then, upon receipt of items or materials paid for from such special account or accounts, such items or materials shall be segregated and the Government shall have a lien on such items or materials until the advance payment or payments have been fully liquidated, or until the item or items and/or materials concerned have become the property of the Government as the result of partial payments, or otherwise; *Provided:* That if segregation in any instance be impracticable and the items or materials concerned are consequently intermingled with other property of the Contractor, then and in that event the lien above provided for in favor of the Government shall extend to the intermingled mass to the amount represented by the value of the items or materials involved; and without limiting the generality of the foregoing, such lien shall continue as follows: (a) in case the contract covers construction, until such items or materials are incorporated into the building, and thereafter on the building in the construction of which the items or materials are incorporated; (b) in the case of items or materials comprising facilities, on such facilities both before and after their installation in the plant; and (c) in the case of articles contracted for, until the items or materials so paid for are fabricated into such articles, and thereafter on the articles until accepted by the Government [; and the Government shall hereby likewise have an effective assignment of a security interest in all intangible property purchased, or otherwise acquired, with funds from said special account].[1] If at any time during the progress of the work under this contract it becomes necessary to deliver any item or items and/or materials upon which the Government has a lien as aforesaid to a third person, the contractor shall notify such third person of the lien herein provided and shall obtain from such third person a receipt, in duplicate, acknowledging, among other things, the existence of such lien. A copy of each receipt shall be delivered by the contractor to the contracting officer.

(j) Any assignment of moneys due or to become due under this contract shall be subordinate to the rights or claims of the Government arising under this contract or any amendment thereto by virtue of any advance payments authorized herein or otherwise; *Provided,* that, if at any time any claim arising under this contract is assigned or purportedly assigned in any manner inconsistent with the said rights of the Government, the _____ or his duly authorized
(Chief of technical service)
representative shall have the right to suspend further advance payments without notice.

§ 803.348 *Advance payments without interest.* A clause substantially as follows will be included in fixed price contracts when it is contemplated that advance payments without interest will be made thereon:

Advance payments. (a) At any time and from time to time, after the approval of this contract, at the request of the Contractor and subject to the approval of the _____ or his duly authorized
(Chief of technical service)
representative, or of the person to whom authority has been delegated to make advance payments, as to the present need therefor, the Government shall advance to the Contractor, without payment of interest therefor by the Contractor, sums not to exceed _____ or _____ per
(Insert amount of advance payment)
centum (____%) of the contract price, as it may be amended, whichever shall be the smaller.

(b) As a condition precedent to the making of any advance payment or payments as hereinbefore provided, the Contractor shall furnish the Government with such adequate security as the Under Secretary of War or the person to whom authority has been delegated to make advance payments shall prescribe; *Provided:* That, if other security is not prescribed, the terms of this contract shall be considered adequate security for such advance payments; *Provided further:* That if at any time the Under Secretary of War deems the security furnished by the Contractor inadequate, the Contractor shall furnish such additional security as shall be satisfactory to the Under Secretary of War.

(c) Until all advance payments hereunder are liquidated, all funds received as advance payments under this contract together with _____ per cent (____%) of all
(Insert per cent to be deposited which shall be not less than 85%)
other cash payments under this contract, shall be deposited in a special bank account or accounts at a member bank or banks of the Federal Reserve System, or any "insured" bank within the meaning of the Act creating the Federal Deposit Insurance Corporation (Act of August 23, 1935; 49 Stat. 684), as amended (12 U.S.C. 264), separate from the Contractor's general or other funds. Such special bank account or accounts shall be so designated as to indicate clearly to the bank their special character and purpose, and the balances in such account or accounts shall be used by the Contractor exclusively as a revolving fund for carrying out the purposes of this contract (including reimbursement to the Contractor for any reasonable amounts expended by him for such purposes), and any amendments thereto, and not for the other business of the Contractor; *Provided:* that for the purpose of determining proper disposition of funds hereunder such of the Contractor's costs as may not be directly allocable to this contract, as it may be amended, may be charged against funds deposited in the special account in that proportion which the amount of work being done under this contract, as it may be amended, approximately bears to the total amount of work being performed by the Contractor, out of which such costs also arise, but within the period to which such costs relate. When required by the _____ or his duly authorized
(Chief of technical service)
representative, or any other person to whom authority to make advance payments has been delegated, withdrawals from such special account or accounts shall be made subject to the prior written approval of the Contracting Officer or his duly authorized representative. Any balances from time to time in such special account or accounts shall secure the repayment of the advances in connection with which the special account or accounts are opened, and the Government shall have a lien upon such balances to secure the repayment of such advances which lien shall be superior to any lien of the bank or any other person upon such account or accounts by virtue of assignment to it of such contract or otherwise; *Provided:* That the bank shall be under no liability to any party hereto for the withdrawal of any funds from said special account upon checks, properly endorsed and signed by the Contractor, except that after the receipt by the bank of written directions from the _____
(Chief of _____ or his duly authorized repre-
technical service)
sentative, the bank shall act thereon and be under no liability to any party hereto for any action taken in accordance with the said written directions. Any instructions or written directions received by the bank through the Contracting Officer upon War Department stationery and purporting to be signed by, or by the direction of, the _____
(Chief of _____ or his duly authorized represen-
technical service)
tative shall, in so far as the rights, duties, and liabilities of the bank are concerned, be conclusively deemed to have been properly issued and filed with the bank by the _____ or his duly authorized repre-
(Chief of technical service)
sentative.

(d) If, upon the completion of the contract, or upon its termination for other than the fault of the Contractor, the advance payments made to the Contractor have not been fully liquidated in the manner herein provided, the unliquidated balance of such advance payments shall be deducted from any payments otherwise due the Contractor, and if the sum or sums due the Contractor be insufficient to cover such balance, the deficiency shall be paid by the Contractor in cash forthwith after demand and final audit by the Government of all accounts hereunder: *Provided, however,* That in the event of such termination of the contract for other than the fault of the Contractor, such deduction shall not be made prior to final audit unless, and only to the extent that, the Contracting Officer or his duly authorized representative shall determine that such action is reasonably required in order to secure the eventual repayment in full to the Government of such unliquidated advance payments. In the event of cancellation or termination of this contract because of the fault of the Contractor, the Contractor agrees to return to the Government, upon demand, without set-off of any sums alleged to be due the Contractor, the unliquidated balance of any advance payment. Furthermore, if, in the opinion of the _____or his duly author-
(Chief of technical service)
ized representative, the unobligated balance of the advance payments made by the Government under Paragraph (a) hereof exceeds the amount necessary for the current needs of the Contractor, as determined by the _____or his duly authorized
(Chief of technical service)
representative the amount of such excess shall, upon demand made by the _____ _____or his duly authorized
(Chief of technical service)
representative be promptly returned to the Government and will be credited against the balance due the Government on advances previously made. If the demand made in any event set forth in this subparagraph is not met upon receipt of such demand by the Contractor, the amount demanded will bear interest at the rate of six per cent (6%) per annum from the date of the receipt of the demand until payment is made: *Provided, however,* That such payment of interest is hereby waived as to any sum paid by the Contractor within 15 days after the amount becomes due hereunder.

(e) Except as otherwise provided herein, liquidation of any advance payment or advance payments made to the Contractor hereunder shall be made by deductions of _____ per cent (____%) from any and all payments made by the Government under the terms of the contract or by means of direct repayment by the Contractor from his own free funds or from the special account or accounts: *Provided:* That if at any time, as a result of amendments to the contract or otherwise, the unliquidated balance of the principal of advance payments made exceeds _____ per cent (____%) of the balance of the total contract price then unpaid, the amount of such excess which has not then been expended or obligated shall upon demand of the _____,
(Chief of technical service)
or his duly authorized representative be promptly returned to the Government by withdrawal from the special account or accounts or otherwise, and that portion of the excess which has been expended or obligated may, at the option of the Contractor, be so returned and if not so returned, shall, together with any unexpended or unobligated portion of the excess not otherwise returned to the Government, be deducted from any and all payments to be made by the Government under the contract; *Provided further,* that, if and when the Contractor has, by means of deductions or otherwise, reimbursed the Government in full for payments made, any money remaining in the special bank account or accounts shall be free and clear of any lien hereunder and the bank or banks concerned shall have authority to pay same to the Contractor and shall thereupon be relieved of any further obligation to the Government on account thereof.

(f) The Contractor shall, at all times, afford to the Contracting Officer or his duly authorized representative, proper facilities for the inspection and audit of the Contractor's accounts, and the Contractor hereby agrees that the Contracting Officer, or his duly authorized representative shall have the right, so far as the Contractor's rights are concerned, during business hours, to inspect and make copies of any entries in the books and records of the bank relating to the said special account.

(g) Subject to the approval of the Contracting Officer or his duly authorized representative the Contractor may make payments to subcontractors and materialmen in advance out of the special account, for labor or services, or to pay for material in advance of delivery at the site of the work or at an approved storage site. Such subadvances shall not exceed _____ per cent of the subcontract price and the subcontractor or materialmen to whom such advances are made shall furnish adequate security therefor. Unless other security is furnished, covenants in subcontracts, expressly made for the benefit of the Government, providing for a subspecial account with Government lien thereon and for a Government lien on property, tangible or intangible, purchased from the special account, and imposing upon the subcontractor substantially the same duties and giving the Government substantially the same rights as are provided herein between the Government and the Contractor, have been prescribed by the Under Secretary of War as minimum adequate security for such subadvances.

(h) If no surety bond is furnished as part of the security under subparagraph (b) hereof, then, upon receipt of items or materials paid for from such special account or accounts, such items or materials shall be segregated and the Government shall have a lien on such items or materials until the advance payment or payments have been fully liquidated, or until the item or items and/or materials concerned have become the property of the Government as the result of partial payments, or otherwise: *Provided,* That if segregation in any instance be impracticable and the items or materials concerned are consequently intermingled with other property of the Contractor, then and in that event the lien above provided for in favor of the Government shall extend to the intermingled mass to the amount represented by the value of the items or materials involved; and without limiting the generality of the foregoing, such lien shall continue as follows: (a) in case the contract covers construction, until such items or materials are incorporated into the building, and thereafter on the building in the construction of which the items or materials are incorporated; (b) in the case of items or materials comprising facilities, on such facilities both before and after their installation in the plant; and (c) in the case of articles contracted for, until the items or materials so paid for are fabricated into such articles, and thereafter on the articles until accepted by the Government [; and the Government shall hereby likewise have an effective assignment of a security interest in all intangible property purchased, or otherwise acquired, with funds from said special account].[1] If at any time during the progress of the work under this contract it becomes necessary to deliver any item or items and/or materials upon which the Government has a lien as aforesaid to a third person, the Contractor

[1] The bracket provision may be inserted in the case of experimental contracts or other cases where deemed especially appropriate.

[1] The bracket provision may be inserted in the case of experimental contracts or other cases where deemed especially appropriate.

shall notify such third person of the lien herein provided and shall obtain from such third person a receipt, in duplicate, acknowledging, inter alia, the existence of such lien. A copy of each receipt shall be delivered by the Contractor to the Contracting Officer.

(i) Any assignment of moneys due or to become due under this contract shall be subordinate to the rights or claims of the Government arising under this contract or any amendment thereto by virtue of any advance payments authorized herein or otherwise: *Provided*, That, if at any time any claim arising under this contract is assigned or purportedly assigned in any manner inconsistent with the said rights of the Government, the ---------- or his duly
(Chief of technical service)
authorized representative shall have the right to suspend further advance payments without notice.

§ 803.348a *Advance payments; cost-plus-fixed-fee contracts; with interest.* A clause substantially as follows will be included in cost-plus-fixed-fee contracts when it is contemplated that advance payments with interest will be made thereon:

Advance payments. (a) At any time and from time to time after the execution of this contract, the Government at the request of the Contractor and subject to the approval of the ---------- or his duly
(Chief of technical service)
authorized representative, or the person to whom authority to make advance payments has been delegated, as to the present need therefor, shall advance to the Contractor sums not to exceed ---------- per centum (------ %) of the estimated cost of this contract (exclusive of the Contractor's fixed fee), as it may be amended from time to time. On the unliquidated balance of the advance payments outstanding, the Contractor agrees to pay interest at the rate of two and one-half percent (2½ %) per annum to be computed in accordance with the provisions of paragraph (f) hereof.

(b) As a condition precedent to the making of any advance payment or payments as hereinbefore provided, the Contractor shall furnish the Government with such adequate security as the Under Secretary of War or the person to whom authority has been delegated to make advance payments shall prescribe: *Provided*, That, if other security is not prescribed, the terms of this contract shall be considered adequate security for such advance payments; and *Provided further*, That if at any time the Under Secretary of War deems the security furnished by the Contractor inadequate, the Contractor shall furnish such additional security as shall be satisfactory to the Under Secretary of War.

(c) Until all advance payments hereunder are liquidated, all funds received as advance payments under this contract together with all funds received as reimbursements for the cost of the work under Article ------ of this contract, exclusive of the Contractor's fixed fee, shall be deposited in a special bank account, or accounts at a member bank or banks of the Federal Reserve System or any "insured" bank within the meaning of the Act creating the Federal Deposit Insurance Corporation (Act of August 23, 1935; 49 Stat. 684, as amended; 12 U.S.C. 264) separate from the Contractor's general or other funds. Such special bank account or accounts shall be so designated as to indicate clearly to the bank their special character and purpose, and the balance in such account or accounts shall be used by the Contractor exclusively as a revolving fund for carrying out the purposes of this contract and any amendments thereto, and not for other business of the Contractor. Any balances from time to time in such special account or accounts shall at all times secure the repayment of the advances in connection with which the special account or accounts are opened, and the Government shall have a lien upon such balances to secure the repayment of such advances, which lien shall be superior to any lien of the bank or any other person upon such account or accounts by virtue of assignment to it of such contract or otherwise; *Provided:* That the bank shall be under no liability to any party hereto for the withdrawal of any funds from said special account upon checks properly endorsed and signed by the Contractor, except that after the receipt by the bank of written directions from the ---------- or his duly authorized
(Chief of technical service)
representative, the bank shall act thereon and be under no liability to any party hereto for any action taken in accordance with the said written directions. Any instructions or written directions received by the bank through the Contracting Officer upon War Department stationery and purporting to be signed by, or by the direction of, the ---------- or his duly authorized
(Chief of technical service)
representative, shall, insofar as the rights, duties, and liabilities of the bank are concerned, be conclusively deemed to have been properly issued and filed with the bank by the ---------- or his duly authorized
(Chief of technical service)
representative.

(d) It is agreed that the aggregate of the advance payments outstanding under this contract, together with funds received as reimbursement for the cost of the work by the Contractor under Article ------ of this contract, shall, at no time, exceed the total estimated cost of the work under this contract as it may be revised from time to time, and any such excess shall be immediately repaid by the Contractor to the Government or if any reimbursement is due from the Government to the Contractor, shall be deducted therefrom: *Provided, however*, That if the total cost of the work under this contract shall be in excess of the amount so paid to the Contractor, including said advance payments, the Government upon presentation of satisfactory evidence shall currently and promptly reimburse the Contractor to the extent of such excess cost (subject to any delay in the availability of appropriated funds).

(e) If, upon completion of this contract, or upon the termination thereof for other than the fault of the Contractor, the advance payments made to the Contractor in respect of this contract have not been fully liquidated in the manner herein provided, the unliquidated balance of such advance payments shall be deducted from any payments otherwise due the Contractor in respect of this contract; and if the sum or sums due the Contractor be insufficient to cover such balance, the deficiency shall be paid by the Contractor in cash forthwith after demand and final audit by the Government of all accounts hereunder in respect of this contract: *Provided, however*, That in the event of such termination of the contract for other than the fault of the Contractor, such deduction shall not be made prior to final audit unless, and only to the extent that, the Contracting Officer or his duly authorized representative shall determine that such action is reasonably required in order to secure the eventual repayment in full to the Government of such unliquidated advance payments. In the event of cancellation or termination of this contract because of the fault of the Contractor, the Contractor, notwithstanding any ultimate rights to be reimbursed, agrees to return to the Government, upon demand, without set-off of any sums alleged to be due the Contractor, the unliquidated balance of any advance payment. Furthermore, if, in the opinion of the ---------- or
(Chief of technical service)
his duly authorized representative, the unobligated balance of the advance payments made by the Government under paragraph (a) hereof exceeds the amount necessary for the current needs of the Contractor, as determined by the ---------- or his
(Chief of technical service)
duly authorized representative, the amount of such excess shall, upon demand by the ---------- or his duly authorized
(Chief of technical service)
representative, be promptly returned to the Government and will be credited against the balance due the Government on advances previously made. If the demand made in any event set forth in this paragraph is not met upon receipt of such demand by the Contractor, the amount demanded will bear interest at the rate of six percent (6%) rather than two and one-half percent (2½ %) per annum from the date of the receipt of the demand until payment is made: *Provided, however*, That such additional interest over and above the regular two and one-half percent is hereby waived as to any sums paid by the Contractor within 15 days after the amount becomes due hereunder. If and when the Contractor has, by means of deductions or otherwise, reimbursed the Government in full for payments made, any money remaining in the special bank account or accounts shall be free and clear of any lien hereunder, and the bank or banks concerned shall have authority to pay same to the Contractor and shall thereupon be relieved of any further obligation to the Government on account thereof.

(f) On the unliquidated balance of the advance payments outstanding, the Contractor agrees to pay interest at the rate of two and one-half percent (2½ %) per annum. Such interest shall be computed at the end of each calendar month on the average daily balance of the principal of the unliquidated advance payments outstanding. In determining such balance, charges on account of the advance payments to the Contractor hereunder shall be made as of the dates of the checks therefor; credits resulting from disbursements made by the Contractor which are applied against advance payments shall be made upon the approval of the vouchers therefor by the disbursing officer, as of the dates respectively upon which the Contractor presents to the Contracting Officer or his duly authorized representative full and accurate data for the preparation of each such voucher which date shall, as to each such voucher, be certified by the Contracting Officer or his duly authorized representative on the face thereof; and credits arising from cash repayments to the Government by the Contractor shall be made as of the dates the checks therefor are received by the disbursing officer. As soon as such monthly computations shall have been made, the interest charge so determined shall be deducted from any payments on account of the fixed fee which may be made to the Contractor from time to time under this contract. In the event the accrued interest exceeds any such payment, the excess of such interest shall be carried forward and deducted from subsequent payments on account of the fixed fee. The interest shall not be compounded, and shall, subject to the provisions of paragraph (e) hereof, cease to accrue upon the termination of the contract for other than the fault of the Contractor, or upon the date found by the Contracting Officer to be the date upon which the Contractor completed his performance under the contract.

(g) The Contractor shall, at all times, afford to the Contracting Officer, or his duly authorized representative, proper facilities for the inspection and audit of the Contractor's accounts, and the Contractor hereby agree that the Contracting Officer, or his duly authorized representative, shall have the right so far as the Contractor's rights are concerned, during business hours, to inspect and make copies of any entries in the books and records of the bank or banks relating to the said special account or accounts.

(h) Subject to the approval of the Contracting Officer or his duly authorized representative the Contractor may make payments to subcontractors and materialmen in advance out of the special account, for labor or services, or to pay for materials in advance of delivery at the site of the work or at an approved storage site. Such subadvances shall not exceed ------ percent (------%) of the subcontract price or estimated cost, as the case may be, and the subcontractor or materialmen to whom such advances are made shall furnish adequate security therefor. Unless other security is furnished, covenants in subcontracts, expressly made for the benefit of the Government, providing for a subspecial account with Government lien thereon and for a Government lien on or title to property, tangible or intangible, purchased from the special account, and imposing upon the subcontractor substantially the same duties and giving the Government substantially the same rights as are provided herein between the Government and the Contractor, have been prescribed by the Under Secretary of War as minimum adequate security for such subadvances.

(i) Any assignment of moneys due or to become due under this contract shall be subordinate to the rights or claims of the Government arising under this contract or any amendment thereto by virtue of any advance payments authorized herein or otherwise; *Provided*, That, if at any time any claim arising under this contract is assigned or purportedly assigned in any manner inconsistent with the said rights of the Government, the---------- or his duly
(Chief of technical service)
authorized representative shall have the right to suspend further advance payments without notice.

§ 803.348b *Advance payments; cost-plus-fixed-fee contracts; without interest.* A clause substantially as follows will be included in cost-plus-a-fixed-fee contracts when it is contemplated that advance payments without interest will be made thereon:

Advance payments. (a) At any time and from time to time after the execution of this contract, the Government at the request of the Contractor and subject to the approval of the ---------- or his duly authorized
(Chief of technical service)
representative, or the person to whom authority to make advance payments has been delegated, as to the present need therefor shall advance to the Contractor, without payment of interest thereon by the Contractor, sums not to exceed ---------- per cent (----%) of the estimated cost of this contract (exclusive of the Contractor's fixed fee), as it may be amended from time to time.

(b) As a condition precedent to the making of any advance payment or payments as hereinbefore provided, the Contractor shall furnish the Government with such adequate security as the Under Secretary of War or the person to whom authority has been delegated to make advance payments shall prescribed: *Provided:* That, if other security is not prescribed, the terms of this contract shall be considered adequate security for such advance payments: *And provided further*, That if at any time the Under Secretary of War deems the security furnished by the Contractor inadequate, the Contractor shall furnish such additional security as shall be satisfactory to the Under Secretary of War.

(c) Until all advance payments hereunder are liquidated, all funds received as advance payments under this contract together with all funds received as reimbursements for the cost of the work under this contract, exclusive of the Contractor's fixed fee, shall be deposited in a special bank account or accounts at a member bank or banks of the Federal Reserve System or any "insured" bank within the meaning of the Act creating the Federal Deposit Insurance Corporation (Act of August 23, 1935; 49 Stat. 684) as amended (12 U.S.C. 264) separate from the Contractor's general or other funds. Such special bank account or accounts shall be so designated as to indicate clearly to the bank their special character and purpose, and the balance in such account or accounts shall be used by the Contractor exclusively as a revolving fund for carrying out the purposes of this contract and any amendments thereto and not for other business of the Contractor. Any balances from time to time in such special account or accounts shall at all times secure the repayment of the advances in connection with which the special account or accounts are opened, and the Government shall have a lien upon such balances to secure the repayment of such advances, which lien shall be superior to any lien of the bank or any other person upon such account or accounts by virtue of assignment to it of this contract or otherwise; *Provided:* That the bank shall be under no liability to any party hereto for the withdrawal of any funds from said special account upon checks, properly endorsed and signed by the Contractor, except that after the receipt by the bank of written directions from the ---------- or his duly
(Chief of technical service)
authorized representative, the bank shall act thereon and be under no liability to any party hereto for any action taken in accordance with the said written directions. Any instructions or written directions received by the bank through the Contracting Officer upon War Department stationery and purporting to be signed by, or by the direction of, the ---------- or his duly authorized
(Chief of technical service)
representative, shall, in so far as the rights, duties, and liabilities of the bank are concerned, be conclusively deemed to have been properly issued and filed with the bank by the ---------- or his duly authorized
(Chief of technical service)
representative.

(d) It is agreed that the aggregate of the advance payments outstanding under this contract together with funds received as reimbursement for the cost of the work by the Contractor under Article ------ of this contract shall, at no time, exceed the total estimated cost of the work under this contract as it may be revised from time to time and any such excess shall be immediately repaid by the Contractor to the Government or if any reimbursement is due from the Government to the Contractor, shall be deducted therefrom; *Provided, however*, That if the total cost of the work under this contract shall be in excess of the amount so paid to the Contractor, including said advance payments, the Government upon presentation of satisfactory evidence shall currently and promptly reimburse the Contractor to the extent of such excess cost (subject to any delay in the availability of appropriated funds).

(e) If, upon completion of this contract, or upon the termination thereof for other than the fault of the Contractor, the advance payments made to the Contractor in respect of this contract have not been fully liquidated in the manner herein provided, the unliquidated balance of such advance payments shall be deducted from any payments otherwise due the Contractor in respect of this contract; and if the sum or sums due the Contractor be insufficient to cover such balance, the deficiency shall be paid by the Contractor in cash forthwith after demand and final audit by the Government of all accounts hereunder in respect of this contract; *Provided, however*, That in the event of such termination of the contract for other than the fault of the Contractor, such deduction shall not be made prior to final audit unless, and only to the extent that, the Contracting Officer or his duly authorized representative shall determine that such action is reasonably required in order to secure the eventual repayment in full to the Government of such unliquidated advance payments. In the event of cancellation or termination of this contract because of the fault of the Contractor, the Contractor, notwithstanding any ultimate rights to be reimbursed, agrees to return to the Government, upon demand, without set-off of any sums alleged to be due the Contractor, the unliquidated balance of any advance payment. Furthermore, if, in the opinion of the ---------- or
(Chief of technical service)
his duly authorized representative, the unobligated balance of the advance payments made by the Government under paragraph (a) hereof exceeds the amount necessary for the current needs of the Contractor, as determined by the ---------- or his
(Chief of technical service)
duly authorized representative, the amount of such excess shall, upon demand by the ---------- or his duly authorized
(Chief of technical service)
representative, be promptly returned to the Government and will be credited against the balance due the Government on advances previously made. If the demand made in any event set forth in this paragraph is not met upon receipt of such demand by the Contractor, the amount demanded will bear interest at the rate of six percent (6%) per annum from the date of the receipt of the demand until payment is made; *Provided, however*, That such payment of interest is hereby waived as to any sum paid by the Contractor within 15 days after the amount becomes due hereunder. If and when the Contractor has, by means of deductions or otherwise, reimbursed the Government in full for payments made, any money remaining in the special bank account or accounts shall be free and clear of any lien hereunder and the bank or banks concerned shall have authority to pay same to the Contractor and shall thereupon be relieved of any further obligation to the Government on account thereof.

(f) The Contractor shall, at all times, afford to the Contracting Officer, or his duly authorized representative, proper facilities for the inspection and audit of the Contractor's accounts, and the Contractor hereby agrees that the Contracting Officer, or his duly authorized representative shall have the right so far as the Contractor's rights are concerned, during business hours, to inspect and make copies of any entries in the books and records of the bank or banks relating to the said special account or accounts.

(g) Subject to the approval of the Contracting Officer or his duly authorized representative the Contratcor may make payments to subcontractors and materialmen in advance out of the special account, for labor or services, or to pay for materials in advance of delivery at the site of the work or at an approved storage site. Such subadvances shall not exceed ------ percent (%) of the subcontract price or estimated cost, as the case may be, and the subcontractor or materialmen to whom such advances are made shall furnish adequate security therefor. Unless other security is furnished, covenants in subcontracts, expressly made for

the benefit of the Government, providing for a subspecial account with Government lien thereon and for a Government lien on or title to property, tangible or intangible, purchased from the special account, and imposing upon the subcontractor substantially the same duties and giving the Government substantially the same rights as are provided herein between the Government and the Contractor, have been prescribed by the Under Secretary of War as minimum adequate security for such subadvances.

(h) Any assignment of moneys due or to become due under this contract shall be subordinate to the rights or claims of the Government arising under this contract or any amendment thereto by virtue of any advance payments authorized herein or otherwise, *Provided* That, if at any time any claim arising under this contract is assigned or purportedly assigned in any manner inconsistent with the said rights of the Government, the _____ or his
(Chief of technical service)
duly authorized representative shall have the right to suspend further advance payments without notice.

§ 803.349 *Advance payments; additional provision.* The following sentences may be inserted immediately following the second sentence of clause (c) of the Advance Payments Articles set forth in §§ 803.347 and 803.348 when (a) a contractor has more than one contract with the supply service concerned and segregation of materials and separate accounting between the contracts are difficult or impracticable and (b) the contracts to be included within the pooling arrangement run concurrently or substantially overlap each other in time of performance:

When so authorized in writing by the Contracting Officer or his duly authorized representative, funds received as advance payments under this contract and any other contract or contracts now in existence or hereafter entered into between the _____
(Chief of technical service)
_____ and the Contractor, together with any or all payments under this contract and such other contracts which are required to be deposited in a special account, may be considered to be a single revolving fund which may be used by the Contractor for the purposes of any or all of said contracts without regard to the origin of such funds. In such event, any provision of this contract inconsistent with the foregoing provision shall be automatically modified accordingly.

Under like circumstances a similar insertion may be made after the second sentences of Article 3 of War Department Contract Forms Numbers 20 and 23. (See §§ 813.1320 and 813.1323).

§ 803.349a *Advance payments; optional amendment to clause in § 803.348a.* (a) The following sentence may be inserted immediately following the third sentence of paragraph (f) of the advance payments article set forth in § 803.348a, either before or after termination, when it is desired to make partial payments to subcontractors in accordance with § 815.654 (a) (2):

When the work under this contract is terminated in whole or in part and partial payments are made to subcontractors against their termination claims out of the revolving fund set up under paragraph (c) hereof, the average daily balance of the principal of the unliquidated advance payments will be reduced for the purpose of the computation of interest by the amount of such partial payments from the time such payments are made until the contractor is reimbursed for termination settlements with such subcontractors.

(b) If the article in § 803.348a is amended as provided for in (a) above, the following new clause also should be inserted in the article:

Subject to the approval of the Contracting Officer or his duly authorized representative the Contractor may, in the event of the termination of this contract in whole or in part, make partial payments to subcontractors and suppliers out of the special account against their termination claims without regard to the provisions of paragraph (h) hereof.

(c) Under like circumstances similar insertions may be made in War Department Contract Form Number 21. (See § 813.1321.)

§ 803.350 *Termination clause.* The following clause will be incorporated in all cost-plus-a-fixed-fee construction contracts without deviation:

Termination for convenience of the Government. 1. The Government may terminate this contract at any time by a notice in writing from the Contracting Officer to the Contractor. Such termination shall be effective in the manner and upon the date specified in said notice and shall be without prejudice to any claims which the Government may have against the Contractor. Upon receipt of such notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for materials, facilities, and supplies in connection with performance of this contract and shall proceed to cancel promptly all existing orders and terminate all subcontracts insofar as such orders and/or subcontracts are chargeable to this contract.

2. If this contract is terminated for the fault of the Contractor, the Contracting Officer may enter upon the premises and take possession for the purpose of completing the work contemplated by this contract, of any or all materials, tools, machinery, equipment, and appliances which may be owned by or in the possession of the Contractor and all options, privileges, and rights, and may complete or employ any other person or persons to complete said work. Following such termination, rental shall be paid to the Contractor for such construction plant or parts thereof as he may own, and which the Government may retain at rates prescribed in Article ——.

3. Upon the termination of this contract, full and complete settlement of all claims of the Contractor arising out of this contract shall be made as follows:

a. The Government shall assume and become liable for all obligations, commitments, and claims that the Contractor may have theretofore in good faith undertaken or incurred in connection with said work, the cost of which would be reimbursable in accordance with the provisions of this contract; and the Contrator shall, as a condition of receiving the payments mentioned in this article, execute and deliver all such papers and take all such steps as the Contracting Officer may require for the purpose of fully vesting in the Government, the rights and benefits of the Contractor under such obligations or commitments.

b. The Government shall reimburse the Contractor for all expenditures made in accordance with Article ——— and not previously reimbursed.

c. The Government shall reimburse the Contractor for such further expenditures after the date of termination for the protection of Government property and for accounting services in connection with the settlement of this contract as are required or approved by the Contracting Officer.

d. The Government shall pay to the Contractor any unpaid balance for the rental of the Contractor's equipment in accordance with Article ——— to date of termination.

e. If the contract is terminated for the convenience of the Government, the Contractor will be paid that proportion of the prescribed fee which the work actually completed bears to the entire work under this contract less fee payments previously made. If the contract is terminated due to fault of the Contractor, no additional payments on account of the fee will be made.

f. The obligation of the Government to make any of the payments required by this Article, or by Article ——— of this contract, shall be subject to any unsettled claims in connection with this contract which the Government may have against the Contractor.

4. Prior to final settlement the Contractor shall furnish a release as required in Article ——— hereof.

§ 803.351 *Price adjustment articles.* The price adjustment articles set forth in this section may be used when it is desired to provide for Price Adjustment under certain circumstances. Such articles will be used in accordance with the instructions contained in §§ 812.1232 and 812.1233.

(a) *Article ——. Price adjustment for costs of natural and synthetic rubber.*

(a) The Contractor represents that the prices under this contract have been fixed on the assumption that natural and synthetic rubber to be used by it and its subcontractors in the performance of this contract will be obtained at the following prices specified in the agreement between Rubber Reserve Company and the War Department:

Type of rubber:	*Estimated pound quantities*	*Price per pound (cents)*
Natural rubber	———	22½
GRS synthetic (Buna S)	———	18½
GRI synthetic (Butyl)	———	15½
GRM synthetic (Neoprene, type GN)	———	27½

(b) If that agreement between Rubber Reserve Company and the War Department is hereafter revised or terminated, and the prices payable by War Department contractors and subcontractors for natural or such synthetic rubber are increased above or reduced below the prices per pound specified in (a) above, the parties hereto will equitably adjust the contract price hereunder to reflect any increase or decrease in the costs of the Contractor in performing this contract to the extent caused by such change in the price of natural or such synthetic rubber. If the parties fail to agree upon the adjustment to be made the dispute shall be determined in accordance with the "Disputes" article hereof. Any adjustment hereunder shall be evidenced by a supplemental agreement to this contract.

(b) *Article ——. Price adjustment for freight costs on allocations.*

(a) The Contractor represents that the contract price is based on procuring any steel needed for the performance of this contract from the plant of the _____ Company located at _____ at a net cost to the Contractor of $_____ per ton for freight.

(b) If as a result of priority or allocation orders by any Government agency the Contractor is unable to procure all or any part of the steel needed for the performance of this contract from that source and is required to obtain all or part of such steel from some other point of origin, the parties will make an equitable adjustment in the contract price for any increase or decrease in freight costs to the Contractor resulting from such change in source, in accordance with section (c).

(c) The Contractor will notify the Contracting Officer within 30 days after it is first required to obtain steel from some other source, or within such further period as the Contracting Officer may allow before the date of final settlement of the contract. The Contractor will keep accurate records, based on his regular system of inventory accounting, of all such material so purchased for the performance of this contract and of the freight paid thereon. After the Contractor has obtained all of such material needed hereunder, he shall promptly submit to the Contracting Officer a statement showing the quantities of such material purchased hereunder and actual freight paid thereon. The Contracting Officer may agree with the Contractor for such adjustment, if any, in the contract price as he deems justified. If the parties fail to agree upon the adjustment to be made, the dispute will be determined in accordance with Article ——— (Disputes). The adjustment shall be evidenced by supplemental agreement to this contract.

(c) *Article ——. Price adjustments for changes in delivery schedules.*

(a) If the Government reduces the rate of deliveries hereunder by partial termination for the convenience of the Government, or if, without fault or negligence on the part of the Contractor, the Government or any of its agencies or instrumentalities, by any preference, priority or allocation order, or by any other act, at any time prevents the Contractor from delivering any of the items under this contract in accordance with the delivery schedules then in effect, and such reduction or delay so changes or interrupts the Contractor's schedules of production as substantially to affect the cost of any of the items procured hereunder, the Government will make an equitable adjustment in the contract price and time for performance hereunder.

(b) The Contractor shall assert any claim for adjustment under this Article within thirty (30) days after the date any such reduction is ordered or any such delay first occurs or within such further period as the Contracting Officer may allow before the date of final settlement of the contract. The Contracting Officer may agree with the Contractor upon such adjustment, if any, in the contract price or time of performance hereunder or both, as he deems justified. If the parties fail to agree as to the cause of the delay or upon the adjustment to be made the dispute shall be determined in accordance with Article ——— (Disputes). The adjustment shall be evidenced by a supplemental agreement to this contract.

(d) *Article for use in contracts for the purchase of lumber; coal; or basic steel products from steel mills (Schedule 1 of CMP Regulation 1, as amended from time to time).*

Article ——. Escalation in relation to OPA ceiling prices. The contractor represents and warrants that the prices shown herein are not in excess of the maximum prices established by the Office of Price Administration, or other authorized government agency, and in effect upon the date hereof for the supplies to be furnished hereunder. In the event such maximum price applicable to any item is increased or decreased the price payable for any subsequent delivery of such item made in accordance with the provisions of the contract, shall be increased, or decreased, by the same number of cents, or fraction thereof, per unit, that such maximum price may be increased, or decreased, up to and including the date of delivery.

NOTE: Where the foregoing article is used, the following clause may be added:

Price adjustment in relation to other factors. In the event that the establishment and maintenance by the Office of Price Administration or other Government agency of maximum prices for the type of [lumber] [coal] [steel] covered by this contract is terminated during the contract period, and if during the remainder of such period changes should occur in working hours, wage scales, or other conditions of employment, which changes are a part of the general revision of such conditions [within the producing district where the coal is mined], the parties hereto, upon the request in writing of one to the other within 30 days after the effective date upon which any such change occurs, may redetermine by negotiation the unit price affected: *Provided*, That pending such negotiation the contractor shall continue deliveries hereunder. Any price redetermination as herein provided shall be applicable to all deliveries after the effective date upon which the change occurs permitting redetermination as herein provided.

(e) [Deleted]

(f) *Article for use only in long term contracts (six months or more) for the purchase of gasoline and fuel oil (other than aviation gasoline).*

Article ——. Escalation in relation to OPA ceiling prices.—The contractor represents and warrants that the prices shown herein are not in excess of the maximum prices established by the Office of Price Administration, or other authorized government agency, and in effect upon the date hereof for the supplies to be furnished hereunder. In the event such maximum price applicable to any item is increased or decreased the price payable for any subsequent delivery of such item, made in accordance with the provisions of the contract, shall be increased by the same number of cents or fractions thereof, per unit, that such maximum price may be increased up to and including the date of delivery unless such price is redetermined as hereinafter provided. In the event such maximum price is decreased, the price payable for any deliveries made subsequent to the reduction shall not be changed (except that if such maximum price shall be below the contract price, the contract price shall be reduced to the maximum price) unless such price is redetermined as hereinafter provided. Within sixty days after the date of any change in such maximum price, the contractor, if required by the contracting officer so to do, shall furnish the contracting officer with such pertinent data, as he may reasonably require showing the extent to which the factors causing such change are applicable to the supplies to be furnished. Any accounting data shall be that resulting from customary accounting practice in the industry. Upon the basis of such information the parties, by negotiation, shall redetermine the price applicable to such items, which redetermined price shall be effective from the date of the change in such maximum price until another change occurs in said maximum price. In the event of the failure of the parties to agree upon a redetermined price the contracting officer may terminate at the end of said sixty-day period (and within fifteen days thereafter) the right of the contractor to proceed with further deliveries of such item without liability upon either party except liability incurred with respect to deliveries made or orders placed prior to the date of termination. Failure on the part of the contracting officer to terminate the contract under the provisions of this paragraph shall not affect the right of the government to terminate under any other provisions of this contract.

§ 803.352 *Delays-damages clause.* Every lump-sum supply contract, regardless of subject matter except contracts for an amount of less than $5,000, will contain a clause substantially as follows:

Delays-Damages. (a) If the Contractor refuses or fails to make deliveries of the supplies within the time specified in Article ——, or any extension thereof, the Government, subject to the provisions of paragraph (b) below, may, by a notice in writing from the Contracting Officer to the Contractor of its intention to terminate under this Article, terminate the right of the Contractor to proceed with delivery of the supplies or such parts thereof as to which there has been delay. In such event, the Government may (1) require the Contractor to deliver to the Government such completed supplies, partially completed supplies and materials, parts, plans, drawings, information, and contract rights of the Contractor, (hereinafter called manufacturing material), as the Contractor has produced or acquired for the performance of such portion of this contract as to which the right to proceed with delivery is terminated, and accomplish or secure the completion or manufacture of supplies therewith; and, in addition thereto or in lieu thereof (2) purchase in the open market or secure by contract or otherwise, the manufacture and delivery of supplies similar to those called for by this contract in an amount which together with the supplies, if any, completed under (1) above shall not exceed the amount of supplies the right to proceed with delivery of which is terminated. If delivery is made pursuant to clause (1) of the preceding sentence the Government shall pay to the Contractor, less any previous payments, the following: (a) For each unit of the completed supplies accepted by the Government the unit contract price, and (b) for all partially completed supplies and manufacturing material delivered, the unit contract price for each unit of supplies completed or manufactured therewith, less the cost to the Government of completion or manufacture, but if that cost exceeds the unit contract price, the Contractor and his sureties shall be liable for such excess. If the cost to the Government of supplies procured in accordance with clause (2) above exceeds the corresponding unit price or prices under this contract, the Contractor and his sureties shall be liable for such excess.

(b) The Government shall not have a right of termination under this Article if (i) the delay of the Contractor in making deliveries is an excusable delay, as hereinafter defined, and (ii) the Contractor notifies the Contracting Officer in writing of such delay and the cause thereof, within ten days from the beginning thereof or within such further period as the Contracting Officer shall, with the approval of the Secretary of War or his duly authorized representative, prior to the date of final settlement of the contract, grant for the giving of such notice. Upon receipt of such notification from the Contractor, the Contracting Officer shall ascertain the cause of the delay, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject to appeal within thirty days by the Contractor to the Secretary of War or his duly authorized representative, whose decision on such appeal as to the cause of delay shall be final and conclusive on the parties hereto. The term "excusable delay" as used in this paragraph means any delay in making deliveries which results without fault or neg-

ligence on the part of the Contractor and which is due to unforeseeable causes beyond his control including, without being limited to, acts of God or of the public enemy, any preference, priority or allocation order issued by the Government or any other act of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and, unless the Contracting Officer shall determine that the materials or supplies to be furnished under a subcontract are procurable in the open market, any delay of a Subcontractor which results without fault or negligence on the part of the Contractor, and which is due to unforeseeable causes beyond the control of the Contractor, including without being limited to the types of causes above enumerated.

(a) If desired, paragraph (b) of the clause set forth above may be modified in either of the following manners:

(1) The portion of said paragraph (b) commencing with the word "and" in the fifth line and ending with the word "Contractor" in the fifteenth line of that paragraph, may be eliminated. In such event, the "(1)" in the third line of that paragraph will be eliminated, the comma after the word "defined" in the fifth line will be changed to a period, and the word "the" in the fifteenth line will be changed to "The".

(2) There may be substituted for the first sentence of said paragraph (b), the following sentence:

The Government shall not have a right of termination under this Article if (i) the delay of the Contractor in making deliveries is an excusable delay, as hereinafter defined, and (ii) the Contractor notifies the Contracting Officer in writing of such delay and the cause thereof, prior to the date of final settlement of the contract.

(b) If desired, the word "unforeseeable", contained in the clause set forth above, may be omitted. If the word is omitted, and bids are being solicited informally or otherwise, and there exists some foreseeable and probable cause of delay which would be beyond the control of the contractor, care should be exercised in evaluating the various bids submitted. It is possible under those circumstances for contractor "A" to submit a bid which requires performance within a time schedule which could not possibly be adhered to if such cause of delay materialized. Under the delays-damages clause, as modified in accordance with this paragraph, the failure to perform within the time schedule might well be construed as an excusable delay. Contractor "B", although capable of performing with as great despatch as "A" may allow for the probable cause of delay, and submit a bid calling for deliveries at a date later than that offered by "A". In evaluating the two bids, the fact that "A" has not made allowance for the probable cause of delay should be taken into account.

(c) For the purpose of the first sentence of paragraph (b) of the Delays-Damages clause set forth above, and for the purpose of any like provision contained in any contract clause which has been inserted in a contract in lieu of said Delays-Damages clause, the chief of the technical service or such person as he may designate shall be deemed to be the "duly authorized representative of the Secretary of War". If desired, the term "chief of technical service or his duly authorized representative" may be substituted for the term "Secretary of War or his duly authorized representative".

§ 803.352a *Provision for liquidated damages.* Except with the permission of the chief of the technical service concerned (which may be granted with respect to contracts individually or by class), or in accordance with general instructions given by him, no contract shall provide for liquidated damages in the event of default. Where a contract provides for liquidated damages and a default takes place, action will be taken, subject to the provisions of §§ 803.308e, 803.379 and 803.380, promptly on behalf of the Government to enforce any remedies available under the contract. So far as possible, such action will be taken in such manner as will prevent the inequitable accumulation of liquidated damages.

§ 803.353 *Walsh-Healey Act; representations and stipulations.* All supply contracts subject to the Walsh-Healey Act (Act of June 30, 1936; Public Law No. 846, 74th Congress; 49 Stat 2036; 41 U.S.C. 35–45) (see § 809.916 and sections following), except as provided in paragraph (d), will contain the following clause without deviation:

Representations and stipulations pursuant to the Walsh-Healey Act:

(a) The contractor is the manufacturer of or a regular dealer in the materials, supplies, articles, or equipment to be manufactured, or used in the performance of the contract.

(b) All persons employed by the contractor in the manufacture or furnishing of the materials, supplies, articles, or equipment used in the performance of the contract will be paid, without subsequent deduction or rebate on any account, not less than the minimum wages as determined by the Secretary of Labor to be the prevailing minimum wages for persons employed on similar work or in the particular or similar industries or groups of industries currently operating in the locality in which the materials, supplies, articles, or equipment are to be manufactured or furnished under the contract: *Provided, however,* That this stipulation with respect to minimum wages shall apply only to purchases or contracts relating to such industries as have been the subject matter of a determination by the Secretary of Labor.

(c) No person employed by the contractor in the manufacture or furnishing of the materials, supplies, articles, or equipment used in the performance of the contract shall be permitted to work in excess of 8 hours in any 1 day or in excess of 40 hours in any 1 week unless such person is paid such applicable overtime rate as has been set by the Secretary of Labor: *Provided, however,* That the provisions of this stipulation shall not apply to any employer who shall have entered into an agreement with his employees pursuant to the provisions of paragraphs 1 or 2 of subsection (b) of section 7 of an act entitled "The Fair Labor Standards Act of 1938": *Provided further,* That in the case of such an employer, during the life of the agreement referred to, the applicable overtime rate set by the Secretary of Labor shall be paid for hours in excess of 12 in any 1 day or in excess of 56 in any 1 week and if such overtime is not paid, the employer shall be required to compensate his employees during that week at the applicable overtime rate set by the Secretary of Labor for hours in excess of 8 in any 1 day or in excess of 40 in any 1 week.

(d) No male person under 16 years of age and no female person under 18 years of age and no convict labor will be employed by the contractor in the manufacture or production or furnishing of any of the materials, supplies, articles, or equipment included in the contract.

(e) No part of the contract will be performed nor will any of the materials, supplies, articles, or equipment to be manufactured or furnished under said contract be manufactured or fabricated in any plants, factories, buildings, or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of the contract. Compliance with the safety, sanitary, and factory inspection laws of the State in which the work or part thereof is to be performed shall be prima facie evidence of compliance with this subsection.

(f) Any breach or violation of any of the foregoing representations and stipulations shall render the party responsible therefor liable to the United States of America for liquidated damages, in addition to damages for any other breach of the contract, in the sum of $10 per day for each male person under 16 years of age or each female person under 18 years of age, or each convict laborer knowingly employed in the performance of the contract, and a sum equal to the amount of any deductions, rebates, refunds or underpayment of wages due to any employee engaged in the performance of the contract; and, in addition, the agency of the United States entering into the contract shall have the right to cancel same and to make open-market purchases or enter into other contracts for the completion of the original contract, charging any additional cost to the original contractor. Any sums of money due to the United States of America by reason of any violation of any of the representations and stipulations of the contract as set forth herein may be withheld from any amounts due on the contract or may be recovered in a suit brought in the name of the United States of America by the Attorney General thereof. All sums withheld or recovered as deductions, rebates, refunds, or underpayments of wages shall be held in a special deposit account and shall be paid, on order of the Secretary of Labor, directly to the employees who have been paid less than minimum rates of pay as set forth in such contracts and on whose account such sums were withheld or recovered: Provided, That no claims by employees for such payments shall be entertained unless made within 1 year from the date of actual notice to the contractor of the withholding or recovery of such sums by the United States of America.

(g) The contractor shall post a copy of the stipulations in a prominent and readily accessible place at the site of the contract work and shall keep such employment records as are required in the Regulations under the act available for inspection by authorized representatives of the Secretary of Labor.

(h) The foregoing stipulation shall be deemed inoperative if this contract is for a definite amount not in excess of $10,000.

(a) *Changes in regulations under Walsh-Healey Act.* From time to time there are issued by the Secretary of Labor changes in regulations under the Walsh-Healey Act which have the effect of modifying the standard representations and stipulations which are required to be inserted in supply contracts subject to that act (see, for example, § 809.917 (b) (5)). Accordingly, if desired, there may be added to the representations and stipulations set forth above an additional paragraph as follows:

(i) The foregoing representations and stipulations shall be subject to all applicable regulations, determinations and exemptions of the Secretary of Labor now or hereafter in effect.

(b) *Convict labor.* For discussion of the provision with respect to convict labor contained in paragraph (d) of the representations and stipulations set forth above, see § 809.903 (b).

(c) *Minimum wage determinations under the Walsh-Healey Act.* (1) It is not necessary that contracts subject to the Walsh-Healey Act contain a statement as to the minimum wage determination which is applicable.

(2) Provisions of subparagraph (1) above do not however, affect the requirement that the applicable minimum wage determination, if any, be set forth in the individual purchase action report (see § 802.293).

(d) *Incorporation by reference of Walsh-Healey Act stipulations.* By Circular Letter No. 12–42, dated January 4, 1943, the Administrator of the Wage and Hour and Public Contracts Divisions of the Department of Labor permitted the incorporation of the Walsh-Healey Act representations and stipulations by reference. Accordingly, notwithstanding the provisions of this section, such representations and stipulations may be incorporated by reference. The following language is suggested.

The representations and stipulations required by Section 1 of the Act of June 30, 1936 (Walsh-Healey Act, Public No. 846, 74th Congress) to be included in all contracts therein specified are hereby incorporated and made a part of this contract with the same force and effect as if fully set forth in the contract.

If desired, the following sentence may be added:

Such representations and stipulations shall be subject to all applicable regulations, determinations, and exemptions of the Secretary of Labor now or hereafter in effect.

(Compare paragraph (a).)

§ 803.354 *Notice to Government of labor disputes.* The following clause will be contained without deviation in all contracts except (1) those to which it is clearly inapplicable (2) those which are written on a standard form of contract, such as War Department Contract Form No. 17 (§ 813.1317), which does not contain the clause:

Notice to the Government of labor disputes. Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor will immediately give notice thereof to the[1]_____ Such notice shall include all relevant information with respect to such dispute.

§ 803.355 *Assignment of rights; unclassified contracts.* In accordance with the Assignment of Claims Act of 1940 every contract which provides for payments aggregating $1,000 or more, with the exception of secret, confidential and restricted contracts, will contain the following clause without deviation:

Assignment of rights hereunder. (a) Claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing.

(b) In the event of any such assignment the assignee shall file four signed copies of a written notice of the assignment, together with one copy of the instrument of assignment, with each of the following:

(i) General Accounting Office;

(ii) the Contracting Officer;

(iii) the surety or sureties upon the bond or bonds, if any, in connection with this contract;

(iv) the officer designated in this contract to make payments thereunder.

(c) Any claim under this contract which has been assigned pursuant to the foregoing provisions of this Article may be further assigned and reassigned to a bank, trust company or other financing institution, including any Federal lending agency. In the event of such further assignment or reassignment the assignee shall file one signed copy of a written notice of the further assignment or reassignment together with a true copy of the instrument of further assignment or reassignment with the contractor; and shall file four signed copies of such written notice and one copy of such instrument with each of the parties designated in the preceding paragraph.

(d) No assignee shall divulge any information concerning the contract except to those persons concerned with the transaction.

(e) Payment to an assignee of any claim under this contract shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

(f) Indication of the assignment of claim and of any further assignment thereof and the name of the assignee will be made on all vouchers or invoices certified by the contractor.

§ 803.356 *Assignment of rights; secret, confidential and restricted contracts.* Unless the omission of such provision is authorized by the chief of the technical service concerned, secret, confidential and restricted contracts will contain the following clause without deviation:

Assignment of Rights Hereunder. No claim under this contract shall be assigned. In the event that the omission of the foregoing provision is authorized as aforesaid, the contract will contain without deviation the clause set forth in § 803.355 and there shall be added thereto the following paragraphs without deviation:

(g) In no event shall copies of any plans, specifications, or other similar documents marked "Secret", "Confidential" or "Restricted" and annexed or attached to this contract be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same.

(h) The contractor agrees that he will obtain from the assignee an agreement signed by such assignee similar to that required by paragraph 51, AR 380–5. In such agreement the assignee shall also agree that, in case of further assignment, it will obtain a similar agreement from such assignee.

§ 803.357 *Tax articles in fixed price (lump sum) contracts.* Forms of tax articles are set forth below in paragraphs (a) and (b). Whichever form is applicable must be used in all contracts executed on or after 1 June 1944 and may be used (in preference to the forms of articles formerly contained in such paragraphs) in contracts executed before that date.

(a) *Long form tax article.* Except as otherwise stated in paragraphs (b) and (c) all fixed price (lump sum) contracts will include a tax article substantially in the form set forth in this paragraph. Attention is directed to the necessity of including in each contract suitable provisions (see § 805.358) to specify any taxes to be excluded from or included in the contract price otherwise than as provided in such tax article. If desired, the words "of the award of this contract" or "of the bid upon the basis of which this contract was placed" may be substituted for the italicized words "of this contract" in the following article, provided that such substitution is made uniformly throughout the article and that the date of the award or the date of the bid, as the case may be, is specified in the contract.

Article ____. Taxes. (a) Unless otherwise indicated in this contract, (A) the prices herein do not include any state or local sales, use or other tax from which the Contractor or this transaction of the procurement of these supplies or work is exempt, and (B) the prices herein include all applicable Federal taxes and other applicable state and local taxes in effect at the date *of this contract.* Upon request of the Contractor the Government will issue tax exemption certificates or furnish other similar proof of exemption with respect to all taxes excluded from the price.

(b) If after the date *of this contract* the Federal Government or any state or local government shall impose, remove or change (including any change by the removal by statute of an exemption available to the Contractor for the purposes of this contract) any duty, sales, use or excise tax or any other tax or charge directly applicable to the supplies or work covered hereby or the materials used in the manufacture thereof or directly upon the importation, production, processing, manufacture, construction, sale or use of such supplies, work or materials, which tax or charge must be borne by the Contractor because of a specific contractual obligation or by operation of law, or, in case of a decrease or elimination of any such tax, where the Contractor is relieved to that extent, and if in case of an increase in such an existing tax or the imposition of such a new tax the Contractor has paid such tax or charge to the Federal Government or to a state or local government, or any other person, then the prices named herein will be increased or decreased accordingly and any amount due to the Contractor as a result of such change will be charged to the Government and entered on vouchers (or invoices) as a separate item: *Provided, however,* That the Government reserves the right to issue to the Contractor in lieu of such payment a tax exemption certificate or certificates acceptable to the Federal Government or state or

[1] Such officers as may be designated by the chief of the technical service concerned.

local government, as the case may be. The amount of any adjustment pursuant to this paragraph (b) may be determined by a written agreement between the parties hereto. Nothing contained herein shall be construed as requiring the Government to reimburse the Contractor for any Federal, state, or local income taxes, income surtaxes or excess profits taxes, transportation taxes, or taxes on property.

(c) In the case of any state or local tax or charge which the Contractor contends is chargeable to the Government because of the provisions of this Article, or any other provision of this contract, the Contractor agrees to refrain from paying any such tax or charge upon the direction of the Contracting Officer (in which event the Government will save the Contractor harmless from penalties and interest incurred through compliance with the direction of the Contracting Officer not to pay such tax); to take such steps as may be directed by the Government to cause such tax or charge to be paid under protest; to preserve and, if so directed by the Contracting Officer, to cause to be assigned to the Government any and all rights to the abatement or refund of such tax or charge; if so requested, to permit the Government to prosecute any claim, litigation or proceeding for the refund of such tax in the name of the Contractor, and to furnish to the Government all reasonable assistance and cooperation requested by the Government in any litigation or proceeding for the recovery of such tax or charge.

(d) Where any duties or taxes have been included in the contract price (including the price as adjusted under paragraph (b) of this Article) and a refund or drawback is obtained by the Contractor by reason of the export or re-export of supplies covered hereby, or of materials used in the performance of this contract, the amount of such refund or drawback will be paid over to the Government, or credited against amounts due from the Government under this contract: *Provided, however,* That the Contractor shall not be required to apply for such refund or drawback unless so requested by the Contracting Officer.

If desired the following sentence, or substantially similar language, may be added at the end of paragraph (b) of the foregoing tax article:

For the purposes of any additional procurement of supplies or work called for by any agreement supplemental hereto, the words *"date of this contract"* shall be deemed to refer to the date of such supplemental agreement.

(b) *Short form tax article.* (1) The short form tax article set forth below may be used, in lieu of the form set forth in paragraph (a), (i), where the estimated time for performance does not exceed sixty days, (ii) where the contract is executed on a standard form of contract (as that term is defined in § 803.304 (a)) which contains the short form tax article, and (iii) where the contract instrument is a purchase order. The long form tax article (paragraph (a)) may be inserted in lieu of the short form tax article in any standard form of contract which contains the short form tax article.

Article ____. Taxes. Unless otherwise indicated in this contract, (A) the prices herein do not include any state or local sales, use or other tax from which the Contractor or this transaction of the procurement of these supplies is exempt, and (B) the prices herein include all applicable Federal taxes and other applicable state and local taxes in effect at the date of this contract. Upon request of the Contractor the Government will issue tax exemption certificates or furnish other similar proof of exemption with respect to the taxes excluded from the price. Where any duties or taxes have been included in the contract price and a refund or drawback is obtained by the Contractor by reason of the export or re-export of supplies covered hereby, or of materials used in the performance of this contract, the amount of such refund or drawback will be paid over to the Government, or credited against amounts due from the Government under this contract: *Provided, however,* That the Contractor shall not be required to apply for such refund or drawback unless so requested by the Contracting Officer.

(2) Attention is again directed to the necessity of including in each contract (see § 803.358) suitable provisions to specify any taxes to be excluded from, or included in, the contract price other than as provided in such tax article.

(c) [Deleted.]

(d) *State and local taxes.* State and local sales or use taxes generally do not apply to sales directly to the United States or to the use of property by the United States (see § 808.831). Special provisions may be included in any contract with respect to any state or local excise tax as to which there is doubt whether an exemption exists applicable to the transaction covered by the contract. Any such special provisions should clearly specify whether such tax is to be included in or excluded from the price and whether the Government must pay or reimburse the contractor for the tax if no exemption is applicable. Contracting officers, so far as is practicable, should take precautions to see that contractors do not include in their bid, or price any amount for (1) any state or local sales or use taxes which do not apply to sales to the Federal Government or to the use of property by the Federal Government, or (2) any other state or local taxes, exemption from which is available in the case of transactions to which the Federal Government is a party.

(e) *Omission of standard tax articles.* The chief of any technical service may authorize the omission of the tax articles set forth in paragraphs (a) and (b) of this section from any contract where they are plainly inapplicable or inappropriate. In any class or classes of contracts for services where a major part of the cost of performance consists of payroll expense, e. g., stevedoring contracts, the chief of any technical service may authorize the inclusion of a provision for price adjustment in the event of changes in payroll taxes with respect to such services. The form of any such provision in general should be similar to the provision found in paragraph (b) of the tax article set out in paragraph (a) of this section but should not be made applicable to taxes other than those paid with respect to the wages of the employees of the particular contractor.

(f) *Customs duties.* Customs duties are Federal taxes and under the contract clauses set forth in paragraphs (a) and (b) of this section, will, unless otherwise indicated in the contract, be deemed to be included in the contract price. As to the right to "drawback," see § 805.506.

§ 803.358 *Specification of taxes included or excluded; information to bidders.* (a) The standard tax articles state that the contract prices include Federal taxes. However, as stated in Part 808 of this chapter, certain exemptions from Federal excise taxes are available to the United States. In the event any contract for the procurement of an item for which an exemption is available to the United States is executed containing one of the standard tax articles, and any Federal tax is to be excluded from the contract price, it will be necessary in such contract to show expressly and accurately the Federal tax so excluded.

(b) Likewise, where any particular state or local tax is included in or excluded from the contract price otherwise than as is stated in the standard provision of the tax article used in the contract, such contract must contain appropriate provisions indicating expressly and accurately the nature of any such particular tax.

(c) Invitations to bid, requests for proposals, specifications, instructions to bidders, and proposals should indicate expressly the types of taxes to be included in or excluded from the contract price and whether tax exemption certificates will be given or required. The tax provisions of each contract must be in conformity with any invitation to bid, specifications and proposals issued or made in connection therewith.

(d) Information with respect to Federal, state or local taxes may be found in Part 808 of this chapter.

§ 803.360 *Periodic adjustment of price and exemption from renegotiation.* The following articles for periodic adjustment of price will be used in accordance with Part 812, Subpart D, of this chapter.

(a) *Form I: Article _____ Periodic adjustment of price.*

(a) *Price periods.* The Government and the Contractor agree to adjust the contract price under this contract periodically in accordance with this article and agree that the performance under this contract will be divided into successive periods for that purpose. The first period will extend from _____ to _____; and the second and each succeeding period will extend for ____ months from the end of the preceding period.

(b) *Estimates and prices for first period.* (1) The Contractor and the Government have agreed upon the following estimate of costs for the items to be delivered during the first period hereunder.[1]

[1] This breakdown may be altered to suit particular circumstances. Any reserves for contingencies should be stated separately and clearly identified.

A. Factory cost.
1. Direct materials.
2. Direct productive labor.
3. Direct engineering labor.
4. Miscellaneous direct factory charges.
5. Indirect factory expenses[2] (state basis of allocation).
6. Total factory cost.
B. Other manufacturing cost.
C. Miscellaneous direct expenses.
D. Indirect engineering expenses.
E. Expenses of distribution, servicing, and administration.
F. Guarantee expenses.

(2) The Contractor and the Government have agreed upon the price fixed in Article— hereof for the first period. The Contracting Officer hereby finds that the provisions of this contract are adequate to prevent excessive profits hereunder during the first period without any renegotiation pursuant to section 403, the Sixth Supplemental National Defense Appropriation Act, 1942, as amended. The Contractor and the Government therefore agree that the prices fixed in Article ____ hereof shall be paid for items delivered hereunder during the first period and that such prices for that period shall not be subject to renegotiation under said statute as amended or Article ____ hereof.

(c) *Periodic statements.* Fifteen days before the end of each period hereunder, except the last, or at such other time or times as the Contracting Officer may fix, the Contractor will submit to the Contracting Officer the following data—

(1) Statements showing the actual cost of producing all items completed for delivery during such period, for which cost figures are available, and such other statements as the Contracting Officer may require.

(2) Estimates of the cost of items to be delivered during the next succeeding period, based upon the previous cost experience of the Contractor and upon all other relevant factors.

(3) Proposed prices for items to be delivered during the next succeeding period.

(d) *Periodic price adjustment—exemptions.* (1) Upon the filing of the data required by section (c) hereof, the Contractor and the Contracting Officer will negotiate in good faith to agree upon adjusted cost estimates and prices for items to be delivered during the next succeeding period under this contract.

(2) Prices so negotiated and agreed upon may be in excess of or less than the prices stated in Article ___ hereof. In negotiating such prices consideration will be given to all pertinent factors which have affected the Contractor's costs for items delivered hereunder during any preceding period, or which are likely to affect such costs for items to be delivered hereunder during the next succeeding period, and to all pertinent factors bearing upon the profit margin which is reasonable for the Contractor to earn during the succeeding period. Whenever the Contractor, by skillful management, careful buying, or efficiency in production, has reduced costs experienced during the next preceding period below the estimated amount thereof, and the Government will benefit therefrom by reduced prices from the succeeding period, the contemplated margin of profit for the succeeding period may be increased in recognition of these facts.

(3) After each negotiation, the agreement reached will be evidenced by a supplemental agreement to this contract stating the cost estimates and adjusted prices for the succeeding period. In the discretion of the Contracting Officer, the supplemental agreement may contain a finding that the provisions of this contract and said supplemental agreement are adequate to prevent excessive profits during the applicable succeeding period, and an agreement that the prices fixed for such period will not be subject to renegotiation under section 403, the Sixth Supplemental National Defense Appropriation Act, 1942, as amended, or under Article ___ hereof.

(4) A disagreement between the Contracting Officer and the Contractor as to an adjusted price for any period will not be subject to Article ___ (Disputes), and during that period the Contractor shall be paid the price fixed for the preceding period.

(e) *Payments.* During the first period the Government shall pay to the Contractor the price set forth in Article ____ for all items delivered. During each succeeding period the Government will pay to the Contractor the prices negotiated hereunder for items delivered in that period. If the price for any succeeding period hereunder is still under negotiation and not agreed upon at the beginning of that period, then until an adjusted price for that period is agreed upon, the Contractor will be paid the price fixed for the last preceding period; but after the Contractor and Contracting Officer have agreed by supplemental agreement upon the adjusted prices, an amount equal to the difference between the prices paid on the items delivered in that period and such adjusted prices will be added to or deducted from payments for subsequent deliveries under this contract or will be paid by or returned to the Government, as the Contracting Officer may direct.

(f) *Accounts and records—statements.* The Contractor will maintain books, records, and accounts so as to reflect accurately and segregate clearly the costs of performing this contract. For this purpose the Contractor may follow the cost accounting system regularly used by it, if the Contracting Officer finds that it is adequate and in accordance with sound accounting practice. All statements showing costs experienced by the Contractor under this contract will be based upon such books, records, and accounts, and will be certified as correct by two officers of the Contractor or by an independent auditor, approved by the Contracting Officer. The Contractor will submit its books, records, and accounts to such examination and audit as the Contracting Officer may request. The Contractor represents that the estimates of future costs contained in paragraph (b), and hereafter submitted pursuant to paragraph (c) (2) reflect the best judgment of the Contractor as to probable costs on the basis of previous cost experience and all other relevant factors, and contain no provisions for reserves or allowances not revealed therein.

(g) *Termination.* For the purposes of paragraph (d) of Article ____ hereof, (Termination at the Option of the Government), the following provisions shall govern:

(1) The prices payable for completed articles under paragraph (d) (1) of that Article shall be (i) the prices agreed upon for the price period in which the completed articles were delivered or ready for delivery, if adjusted prices have been agreed upon for that period, or (ii) such estimated prices as the Contracting Officer deems reasonable under all the circumsances, if adjusted prices have not been agreed upon for that period.

(2) The "total contract price" shall be computed on the basis of the prices actually paid or payable for completed articles and, for the remaining articles covered by the contract, shall be based on (i) the prices agreed upon for the price period in which the notice of termination takes effect, if adjusted prices have been agreed upon for that period, or (ii) such estimated prices as the Contracting Officer deems reasonable under all the circumstances, if adjusted prices have not been agreed upon for that period. The "contract price of work not terminated" shall also be computed on the basis of (i) and (ii) above.[3]

(b) [*Form II*] *Article _____. Periodic adjustment of price.*

(a) *Price periods.* The Government and the Contractor recognize that the costs of performing this contract cannot be accurately estimated at the time of its execution and that the price fixed in Article____ may therefore be either too high or too low in the light of actual experience under the contract. The Contractor and the Government agree that for the purpose of adjusting the contract price in accordance with this Article the performance under this contract will be divided into ____ successive periods. The first period will extend from _____ to _____; and the second and each succeeding period will extend for _____ months from the end of the preceding period.

(b) *Estimate of costs.* The Contractor represents that the contract price fixed in Article __ is based on a total estimated cost of $_____ itemized as follows:[1]

A. Factory cost.
1. Direct materials.
2. Direct productive labor.
3. Direct engineering labor.
4. Miscellaneous direct factory charges.
5. Indirect factory expenses[2] (state basis of allocation).
6. Total factory cost.
B. Other manufacturing cost.
C. Miscellaneous direct expenses.
D. Indirect engineering expenses.
E. Expenses of distribution, servicing, and administration.
F. Guarantee expenses.

(c) *Periodic statements.* Fifteen days before the end of each period hereunder, except the last, or at such other time or times as the Contracting Officer may fix, the Contractor will submit to the Contracting Officer the following data—

(1) Statements showing the actual cost of producing all items completed for delivery during such period, for which cost figures are available, and such other statements as the Contracting Officer may require.

(2) Estimates of the cost of items to be delivered during the next succeeding period, based upon the previous cost experience of the Contractor and upon all other relevant factors.

(3) Proposed prices for items to be delivered during the next succeeding period, and, at the end of the first period, proposed adjusted prices for items delivered during the first period.

(d) *Periodic price adjustment.* (1) Upon the filing of the data required by section (c) hereof, the Contractor and the Contracting Officer will negotiate in good faith to agree upon adjusted cost estimates and prices for items to be delivered during the next succeeding period under this contract. In addition, upon the first such negotiation, they will negotiate to agree upon adjusted prices for the items delivered during the first period.

(2) Prices so negotiated and agreed upon may be in excess of or less than the prices stated in Article ____ hereof. In negotiating such prices, consideration will be given to all pertinent factors which have affected the

[1] Paragraph (g) is to be included in the article whenever the contract contains the uniform termination article (§ 803.324).

[2] This breakdown may be altered to suit particular circumstances. Any reserves for contingencies should be separately stated and clearly identified.

[3] State separately the estimated amount of each of the following items included:
(a) normal depreciation;
(b) special amortization.

[2] State separately the estimated amount of each of the following included:
(a) normal depreciation;
(b) special amortization.

Contractor's costs for items delivered hereunder during any preceding period, or which are likely to affect such costs for items to be delivered hereunder during the next succeeding period, and to all pertinent factors bearing upon the profit margin which is reasonable for the Contractor to earn during the period involved. Whenever the Contractor, by skillful management, careful buying or efficiency in production, has reduced costs experienced during the next preceding period below the estimated amount thereof, and the Government will benefit therefrom by reduced prices for the succeeding period, the contemplated margin of profit for the succeeding period may be increased in recognition of these facts.

(3) After each negotiation, the agreement reached will be evidenced by a supplemental agreement to this contract stating the cost estimates and adjusted prices for the succeeding period and, after the first such negotiation, also stating the adjusted prices for the preceding first period. At the discretion of the Contracting Officer, the supplemental agreement may contain a finding that the provisions of this contract and said supplemental agreement are adequate to prevent excessive profits for the first period or during the applicable succeeding period, and an agreement that the prices fixed for such period will not be subject to renegotiation under section 403, Sixth Supplemental National Defense Appropriation Act, 1942, as amended, or under Article ____ hereof.

(4) A disagreement between the Contracting Officer and the Contractor as to an adjusted price for any period will not be subject to Article ____ (Disputes), and during that period the Contractor will be paid the price fixed for the preceding period.

(e) *Payments.* (1) During the first period the Government will pay to the Contractor the price set forth in Article ____ for all items delivered. During each succeeding period the Government will pay to the Contractor the prices negotiated hereunder for items delivered in that period. If the price for any succeeding period hereunder is still under negotiation and not agreed upon at the beginning of that period, then until an adjusted price for that period is agreed upon, the Contractor will be paid the fixed price established for the last preceding period.

(2) After the Contractor and Contracting Officer have agreed by supplemental agreement upon the adjusted prices for the first period, or for any other period in which payment of the prices fixed for the preceeding period has been continued pending agreement upon the adjusted prices, an amount equal to the difference between the prices paid on the items delivered in that period and such adjusted prices will be added to or deducted from payments for subsequent deliveries under this contract or will be paid by or returned to the Government, as the Contracting Officer may direct.

(f) *Accounts and records; statements.* The Contractor will maintain books, records, and accounts so as to reflect accurately and segregate clearly the costs of performing this contract. For this purpose the Contractor may follow the cost accounting system regularly used by it, if the Contracting Officer finds that it is adequate and in accordance with sound accounting practice. All statements showing costs experienced by the Contractor under this contract will be based upon such books, records, and accounts, and will be certified as correct by two officers of the Contractor or by an independent auditor, approved by the Contracting Officer. The Contractor will submit his books and accounts to such examination and audit as the Contracting Officer may request. The Contractor represents that the estimates of future costs contained in paragraph (b), and hereafter submitted pursuant to paragraph (c) (2) reflect the best judgment of the Contractor as to probable costs on the basis of previous cost experience and all other relevant factors, and contain no provisions for reserves or allowances not revealed therein.

(g) *Termination.* For the purposes of paragraph (d) of Article ------ hereof, (Termination at the Option of the Government), the following provisions shall govern:

(1) The prices payable for completed articles under paragraph (d) (1) of that Article shall be (i) the prices agreed upon for the price period in which the completed articles were delivered or ready for delivery, if adjusted prices have been agreed upon for that period, or (ii) such estimated prices as the Contracting Officer deems reasonable under all the circumstances, if adjusted prices have not been agreed upon for that period.

(2) The "total contract price" shall be computed on the basis of the prices actually paid or payable for completed articles and, for the remaining articles covered by the contract, shall be based on (i) the prices agreed upon for the price period in which the notice of termination takes effect, if adjusted prices have been agreed upon for that period, or (ii) such estimated prices as the Contracting Officer deems reasonable under all the circumstances, if adjusted prices have not been agreed upon for that period. The "contract price of work not terminated" shall also be computed on the basis of (i) and (ii) above.[1]

§ 803.360a *Price adjustment article based on optional periodic adjustment of price; where contractor has had previous experience in production of item.* The following article is for use only in contracts where the contractor has had previous experience in producing the same or substantially the same item. Where the contractor has had no such experience, this article will include the changes set forth in paragraph (a) (1), (2), (3) and (4) of this section and may include the changes set out in paragraphs (a) (5) and (6) of this section. Deviations in the form of the article set out in this section will be made only with the written approval of the Director, Purchases Division, Headquarters, Army Service Forces, or his authorized representative. The principles set forth in § 812.1235a, are applicable to the use of this article.

Article ____. (a) The Contractor and the Government have agreed upon the prices fixed in Article ____ hereof, for the items to be delivered hereunder which prices shall remain in effect unless and until changed in accordance with this article or some other provision of this contract.

(b) Either the Government or the Contractor may, at any time specified in this article, deliver to the other a written demand that the parties negotiate to adjust the prices under this contract. The right herein given to demand such negotiation may be exercised by either party at any time and from time to time: *Provided, however,* That no such demand shall be made before (*insert date*). [*Optional*—and thereafter neither party shall make a demand having an effective date within 90 days of the effective date of any prior demand, provided, however, that this limitation shall not be applicable in the event that during any 90-day period a duly authorized Government agency shall authorize or order a change in wages or employment conditions in the plants of the contractor used in the performance of this contract].

(c) Every demand under this article shall specify the date (which shall not be earlier than the delivery of the demand) after which the adjusted prices shall be effective as to deliveries made thereafter. Such date is herein referred to as "the effective date of the demand." Any demand under this article, if made by the contractor, shall state briefly the ground or grounds therefor and shall be accompanied by revised cost estimates itemized, so far as is practicable, as in the cost estimates stated in the War Department Procurement Form or in the original negotiation and showing clearly the changes from the cost estimates presented prior to the execution of the contract (or at the time of any earlier demand) and the reasons therefor together with any relevant data of the type usually furnished in the case of the negotiation of a new contract giving weight to the additional information developed in the performance under the contract and the experienced costs thereunder. If the demand is made by the Government, such information shall be furnished by the contractor within twenty days of the delivery of the demand.

(d) Negotiations for price adjustments under this article shall be conducted on the same basis, employing the same types of data, as in the case of the negotiation of a price under a new contract. [*Optional*—In fixing a revised price recognition shall be given to the Contractor in the form of an increased estimated profit allowance for special efficiency or skill in reducing costs and the estimated amount of profit allowance may be reduced where the contractor's performance has been inefficient.]

(e) After each negotiation, any agreement reached will be evidenced by a supplemental agreement to this contract stating the prices to be effective with respect to deliveries after the effective date of the demand, (or such other later date as the parties may fix by agreement), which prices may be the same as or higher or lower than the prices orginally fixed by this contract or fixed at the time of any earlier demand.

(f) If within thirty (30) days after the effective date of the demand (or such further period as may be fixed by agreement) the Contracting Officer and Contractor fail to agree as to adjusted prices, the Contractor, if it has substantially complied with the requirements of this article as to the furnishing of data, may give written notice to the Contracting Officer requiring the Government to pay the prices set forth in such notice on all deliveries made on or after a date specified in such notice which shall not be earlier than thirty days after its delivery. Unless prior to thirty days after the date of delivery of such notice to the Contracting Officer there shall be served upon the Contractor an Order pursuant to Section 801 of the Revenue Act of 1943 (which may contain any terms or conditions permitted by said Section) fixing the price to be paid for articles and services to be delivered under this contract from and after the date of the Order for the balance of the contract or until a date specified in such order, the Government shall pay the prices set forth in the Contractor's notice for deliveries on or after the date specified in the notice. However, if the Contracting Officer and the Contractor fail to agree as aforesaid and if Section 801 shall not be in force, the Contracting Officer prior to or within thirty (30) days after receipt of such a notice from the Contractor, may deliver to the Contractor a written election by which the Government agrees to pay the Contractor fair and just compensation for all deliveries made after delivery of such written election. Such written election shall specify the amount which the Contracting Officer deems to be fair and just compensation for such deliveries. If no such Order or written election is served upon

[1] Paragraph (g) is to be included in the article whenever the contract contains the uniform termination article (§ 803.324).

or delivered to the Contractor, such prices set forth in the Contractor's notice shall be incorporated in an appropriate supplemental agreement. The Contractor's delivery of a notice pursuant to this paragraph (f) shall constitute (1) a refusal, within the meaning of Section 801, to agree to prices for the articles and services to be furnished under this contract less than the prices specified in the Contractor's notice [*Optional alternative*—which the Secretary of War considers fair and reasonable] (2) a waiver and release of any right (under said Section 801 or otherwise) of the Contractor to further negotiation with any representative of the War Department as to fair and reasonable prices and (3) a consent by the Contractor that an Order may be made pursuant to Section 801 without other or further notice to the Contractor than the service of such order. In the event of the service of such an order, the contract shall continue in effect except as modified by said Order and the Contractor shall have any and all rights granted to it under paragraph (c) of said Section 801 to sue the United States and to recover under said Section, (or if a written election is served upon the Contractor as above provided, the contract shall continue in effect as modified by such written election and the Contractor (A) shall be paid currently the amount specified by the Contracting Officer in such written election for all deliveries affected thereby and (B) may recover from the United States, by suit brought within six months after the delivery of such written election or after the completion of deliveries under this contract whichever shall last occur, any amount by which fair and just compensation for such deliveries exceeds the amount so specified).

(g) Until a new price shall become effective in accordance with this article, the prices in force at the effective date of the demand shall be paid upon all deliveries, subject to appropriate later adjustment in accordance with the terms of any supplemental agreement made under subparagraph (e) or (f).

(h) Any provision of this article and any action thereunder shall be without prejudice to (1) the determination of any excessive profits of the Contractor under the Renegotiation Act; (2) to any Order fixing the price of articles to be furnished or services to be rendered hereunder made under Section 801 of the Revenue Act of 1943; and (3) to any right of the Government to terminate this contract under any provision of this contract.

(i) For any of the purposes of paragraph (d) of Article ____ (Termination at the Option of the Government), of this contract (including, without limitation, the computation of "the total contract price" and "the contract price of work not terminated"), the contract price of completed articles shall be deemed to be,

(1) for all items delivered prior to the effective date of the last demand under this article, the contract price (giving effect to any adjustments under this article) applicable to each such item;

(2) for all items delivered on or after the effective date of such last demand,

(A) the contract price as adjusted in accordance with this article, if such adjustment shall have been agreed upon; and

(B) if such adjustment shall not have been agreed upon, then such estimated prices as the Contractor and the Contracting Officer may agree upon as reasonable under all the circumstances and in the absence of such agreement such reasonable prices as may be determined in accordance with Article ___ (Disputes).

(a) *Price adjustment article based on optional periodical adjustment of price; where contractor has had no adequate prior experience in production of item.* The changes set forth in this paragraph will be made in the article found in this section, in those cases where it is desired to include that article in a contract with a contractor who has had no adequate experience in the type of production called for by the contract. The principles discussed in § 812.1235a (a), (b) and (c), inclusive, will be applicable to the use of the article in these instances subject to the additional provisions set forth in § 812.1235a (d). The above mentioned changes in the article set out in this section are:

(1) Add to paragraph (a) of the article set out above:

The Government and the Contractor recognize that the cost of performing this contract cannot be accurately estimated at the time of its execution and that the contract price fixed may therefore be either too high or too low. They, therefore, agree that the contract price may be revised upward or downward in accordance with this article and to the extent and in the manner hereby permitted upon demand of either party.

(2) Substitute for the first two sentences of paragraph (c) of the article set out above:

(c) Every demand under this article shall specify the date (which, except as provided in the next sentence of this paragraph (c) shall not be earlier than the delivery of the demand) after which the adjusted prices shall be effective, as to deliveries made thereafter, which date is herein referred to as "the effective date of the demand." In the case of the first demand made pursuant to this article by either party, if made prior to the delivery of thirty per cent of the (*here specify principal items to be furnished under the contract*) to be furnished under the contract, either party (either in the demand or by delivering a written notice to the other within 10 days of the delivery of the demand) may require that the effective date of the demand shall be a date prior to the delivery of any items under this contract (unless the parties shall agree in writing to a later date).

(3) Change the first clause of the first sentence of paragraph (f) of the article set out above:

(f) If within forty (40) days after the effective date of the demand or of the delivery thereof whichever date is later (or such further period as may be fixed by agreement) the Contracting Officer and the Contractor fail to agree as to adjusted prices • • •

(4) Add at the end of paragraph (i) of the article set out above, the following:

In making a settlement under said paragraph (d) of Article ____ (Termination at the Option of the Government), if (i) any completed articles shall have been delivered to and accepted by the Government, and (ii) payment therefor shall not be included in the settlement made under said paragraph (d) because of having theretofore been made, payments theretofore made for such completed articles shall be appropriately adjusted so that the Contractor will be paid in the aggregate therefore the adjusted prices applicable as stated in this paragraph.

(5) The chief of a technical service may, but is not required to, change paragraph (g) of the article set out above by substituting a comma for the period at the end of the paragraph (g) and adding the following:

, or any adjustment as provided in this paragraph (g). If in the case of a first demand by either party, (1) the demand requests a revision of the price of items delivered prior to a date sixty days after the delivery of such demand and (2) the parties are unable to agree upon the adjustment to be made with respect to such items the price of such items delivered prior to a date sixty days after the delivery of the demand shall be an amount determined to be fair and just compensation therefor in accordance with Article ____ (Disputes).

(6) In addition to the change in paragraph (i) of the article set forth above, directed by subparagraph (4) above, the chief of any technical service may, but is not required to, add at the end of paragraph (i), as so changed, the following additional provision:

In the event that notice of a total termination of this contract is given prior to a first demand under paragraph (b) of this article, a demand may be made hereunder by either party for any price adjustment permitted by this article as part of the termination settlement, notwithstanding any of the provisions of paragraph (b) of this article.

§ 803.360b *Retroactive changes in wages, salaries or other terms or conditions of employment.* The following article may be used in any contract which contains any of the contract articles set out in §§ 803.341 (a) and (b), 803.360 (a) and (b), and 803.360a: *Provided,* That the contracting officer is satisfied that the contractor has excluded from his price all or substantially all contingency allowances for wage increases and adjustments in conditions of employment.

ARTICLE ____. In the event that the Contractor is ordered by a duly authorized agency of the Government, or is authorized by such agency, to make retroactive changes in the wages, salaries or other terms and conditions of employment, which shall affect the cost of the deliveries hereunder, the Contractor and the Contracting Officer will negotiate to agree upon adjusted prices for the items to be delivered hereunder, the cost of which will be so affected. In such negotiations the Contractor and the Contracting Officer in good faith will estimate the effect of such retroactive wage or employment adjustments on the cost of such items and the prices payable for the items so delivered will be adjusted to reflect, to an extent which is deemed reasonable under all the circumstances, such estimated effect on cost so agreed upon subject to the terms and conditions set forth below:

(1) The following shall be conditions precedent to any adjustment under this article:

(A) The Contractor shall give written notice to the Contracting Officer of any reference to the War Labor Board or any other Government Agency of any request on behalf of its employees for any wage adjustment or adjustment in conditions of employment which may affect materially the costs of performing this contract. Such notice shall be given within 20 days after such reference is made (or at the time of the execution of this contract, if such reference has been made prior to the execution of the contract and has not been acted upon finally).

(B) The Contractor shall submit to the Contracting Officer, not later than thirty days (or within such further period as may be agreed upon) after the date of the order for or authorization of any such retroactive wage or employment adjustment and in any event prior to final payment under the contract, the following:

(i) A written demand that the parties negotiate to adjust the contract prices on the items delivered during a stated period.

That period shall, in no event, commence at a date earlier than the first day specified in the order or authorization for the retroactive wage or employment adjustment.

(ii) Estimates of the probable effects of such retroactive wage or employment adjustment on the costs of the Contractor in producing the items delivered during the period stated in the demand giving due effect to estimates of inventories of completed articles and work in process on hand at the beginning of such period, and to the fact that the full effect of the wage or employment adjustment will not normally be reflected immediately in the cost of items delivered under the contract. Such estimates shall be accompanied by estimates of the effect of the retroactive wage or employment adjustment on the direct and indirect labor costs of the articles included in the deliveries during such period.

(iii) Proposed prices for each item covered by the contract which were delivered during the stated period.

(iv) A true copy of the order or authorization for such retroactive wage increases.

(2) It is recognized that it will not be practicable to make precise computations of the effect of any such retroactive wage or employment adjustment on the Contractor's costs and therefore it is the intention of the parties that negotiation and determination of any adjustment in price under this article shall be on the basis of such estimates of the effect of the retroactive adjustment as the Contracting Officer (or the Secretary of War or his duly authorized representative in taking action under Article ---- (Disputes) of this contract) may deem to be appropriate.

(3) The Contractor agrees that it will not request and shall not be entitled to receive an adjustment under this article except to the extent that such retroactive wage or employment adjustment operates to reduce the profit which it is estimated will be realized by the Contractor from such performance below a reasonable profit under all the circumstances. [*Optional*—In determining what constitutes a reasonable profit, the Contractor shall be rewarded for efficient and economical performance of the contract by a special allowance for profit.] In no event shall any such adjustment exceed the amount of the estimated effect of such retroactive wage or employment adjustment on the Contractor's costs hereunder during the stated period specified in the written demand mentioned in subparagraph (1) (B) (i) above.

(4) Any agreement reached under this Article will be incorporated in a supplemental agreement to this contract which shall be subject to the written approval of the Director, Purchases Division, Headquarters, Army Service Forces [in AAF contracts, substitute: "the Under Secretary of War or his duly authorized representative"] and which shall state (a) the revised prices to be effective with respect to deliveries during a specified period to be set forth in such agreement and (b) the method of adjusting the payments therefor.

(5) Any disagreement as to any adjustment of the price to be made pursuant to this article will be disposed of as a question of fact in accordance with Article ---- (Disputes.)

§ 803.361 *Short term pricing.* The following article for revision, after part performance, of the contract price for the remainder of the contract may be used in accordance with Part 812, Subpart C.

(a) *Article ----. Revision of future prices by negotiation.*

(a) *Agreement to revise price.* The Government and the Contractor agree that after the delivery of --% of the articles hereunder (herein called the "initial period") the contract price fixed in Article ---- shall be revised upward or downward for deliveries after the initial period (called herein the "remainder of the contract") in accordance with this Article.

(b) *Cost statements.* (1) Within -- days before the completion of the initial period, the Contractor shall submit to the Contracting Officer the following data:

(i) Itemized statements showing costs of production during the preceding part of the initial period.

(ii) Estimates of the cost of producing the items to be delivered during the remainder of the contract based upon the previous cost experience of the Contractor and upon all other relevant factors.

(iii) Proposed revised prices for the remainder of the contract.

(2) The Contractor will maintain books, records and accounts so as to reflect accurately and segregate clearly the costs of performing this contract. For this purpose the Contractor may follow the cost accounting system regularly used by it, if the Contracting Officer finds it is adequate and in accordance with sound accounting practice. The statements showing costs experienced by the Contractor under this contract shall be based upon such books, records and accounts and shall be certified as correct by two officers of the Contractor or by an independent public accountant. The Contractor shall submit his books, records and accounts to such examination and audit as the Contracting Officer may request.

(c) *Negotiation for revision.* (1) Upon the filing of the data required by section (b) hereof, the Contractor and Contracting Officer shall negotiate in good faith to agree upon revised prices for the remainder of this contract. The revised price may be different for different periods of the contract and may be in excess of or less than the price stated in Article -- hereof. The agreement reached shall be evidenced by a supplemental agreement to this contract stating the revised price for the remainder of the contract.

(2) If the Contracting Officer and Contractor fail to agree on revised prices for the remainder of the contract within thirty (30) days after the date for filing of the data by the Contractor under section (b) hereof, or such further period as may be fixed by agreement, the Contractor, if not in default, or the Government may terminate the contract hereunder by written notice delivered within ten days after the expiration of said thirty day period or extension. Upon such termination by either party, the rights and obligations of the parties shall be governed by the provisions of Article -- hereof ("Termination for the Convenience of the Government"), except that the Contractor shall be allowed no profit for any uncompleted portion of the contract. If revised prices are not agreed upon and the contract is not so terminated, the Government shall pay to the Contractor the price fixed in Article -- for the remainder of the contract.

(d) *Payments.* Until the contract price is revised hereunder, the Government shall pay to the Contractor the price set forth in Article --- for all articles delivered after the initial period. If the contract price for the remainder of the contract is revised upward hereunder, the Government shall pay to the Contractor the difference between the price paid on all items delivered after the initial period and the revised price for such items. If the contract price for the remainder of the contract is revised downward hereunder an amount equal to the difference between the price paid on all items delivered after the initial period and the revised price for such items, shall be applied as a credit against payments for subsequent deliveries or shall be applied in such other manner or repaid to the Government as the Contracting Officer may direct. For all items delivered after any price revision hereunder, the Government shall pay the Contractor the revised price, minus any such credit.

(f) *Renegotiation.* Any revision of the contract price made under this Article is without prejudice to the determination of any excessive profits of the Contractor upon subsequent renegotiation under Section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942, as amended, or the contract article inserted herein pursuant to that Act.

§ 803.362 *Accident prevention.* Every lump sum construction contract, regardless of subject matter or amount, except contracts for the construction and/or repair of vessels and other floating equipment, will contain a clause substantially as follows:

Accident prevention. In order to protect the life and health of employees in the performance of this contract, the contractor will comply with all pertinent provisions of the "Safety Requirements for Excavation—Building—Construction" approved by the Chief of Engineers, December 16, 1941, as revised 15 March 1943, (a copy of which is on file in the office of the contracting officer) and as may be amended, and will take or cause to be taken such additional measures as the contracting officer may determine to be reasonably necessary for this purpose. The contractor will maintain an accurate record of and will report to the contracting officer in the matter and on the forms prescribed by the contracting officer, all cases of death, occupational disease and traumatic injury arising out of or in the course of employment on work under this contract. The contracting officer will notify the contractor of any non-compliance with the foregoing provisions and the action to be taken. The contractor shall, after receipt of such notice, immediately correct the conditions to which attention has been directed. Such notice, when served on the contractor or his representatives at the site of the work, shall be deemed sufficient for the purpose aforesaid. If the contractor fails or refuses to comply promptly, the contracting officer may issue an order stopping all of any part of the work. When satisfactory corrective action is taken, a start order will be issued. No part of the time lost due to any such stop order shall be made the subject of claim for extension of time or for excess costs or damages by the contractor.

Every fixed-fee construction contract, regardless of subject matter or amount, will contain a clause substantially similar to the foregoing except that the last sentence will be omitted.

§ 803.363 *Disposition of Government-owned property by Contractors.* (a) An article substantially as follows may be inserted in Cost-plus-a-fixed-fee Contracts when authorized by the provisions of § 807.727:

It is recognized that property (including without limitation machine tool and processing equipment, manufacturing aids, raw, manufactured, scrap and waste materials), title to which is or may hereafter become vested in the Government, will be used by or will be in the care, custody or possession of the Contractor in connection with the performance of this contract. With the approval in writing of the Contracting Officer (whether such approval is given prior to or after the giving of a notice of the termination of this contract for the convenience of the Government), the Contractor may transfer or otherwise dispose of such Government-owned property to such parties and upon such terms and conditions as the Contracting Officer may approve or ratify, or, with like approval by the Contracting Officer, the Contractor may itself acquire title to such property or any of it at a price mutually agreeable. The proceeds of any such transfer or disposition of the agreed price of any property, title to which is so acquired by the Contractor, shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract, or shall otherwise be paid in such manner as the Contracting Officer may direct.

(b) If desired, the article authorized in paragraph (a) may be designated as subparagraph (a) and there may be added thereto provisions substantially as follows:

(b) The Contractor is authorized to insert in any subcontract made by the Contractor on a cost-plus-a-fixed-fee basis under this contract substantially the following provision:

ARTICLE ----. Sale of Government Property—It is recognized that property (including without limitation machine tools and processing equipment, manufacturing aids, raw, manufactured, scrap and waste materials) title to which is or may hereafter become vested in the Government, will be used by or will be in the care, custody or possession of ---------- (Subcontractor) in connection with the performance of this subcontract. With the approval in writing of the Contracting Officer for the plant of ---------- (Subcontractor) (whether such approval is given prior to or after the giving of a notice of the termination of this subcontract), ---------- (Subcontractor) may transfer or otherwise dispose of such Government-owned property to such parties and upon such terms and conditions as such Contracting Officer may approve or ratify, or, with like approval by, and at a price agreeable to, such Contracting Officer, ---------- (Subcontractor) may itself acquire title to such property or any of it. The proceeds of any such transfer or disposal or the agreed price of any property, title to which is so acquired by ---------- (Subcontractor) shall, at the direction of such Contracting Officer, be applied by ---------- (Subcontractor) in reduction of any payments to be made by ---------- (Prime Contractor) under this subcontract, or shall be paid to the Treasurer of the United States, or to ---------- (Prime Contractor) for the account of the United States, in such manner as such Contracting Officer may direct.

(c) Upon approval of any transfer or other disposition of Government-owned property as provided in paragraph (b) above, which transfer or disposition is made to a transferee other than the Contractor, the Contractor shall be and hereby is released and discharged from liability for such property, if any, except that the Contractor shall be obligated to account to the Government for the proceeds of any such transfer or disposal of such property paid or credited to the Contractor pursuant to the direction of the Contracting Officer for the plant of any such subcontractor.

(c) Any existing cost-plus-a-fixed-fee contract may be amended to include an article substantially similar to that authorized by paragraph (a) above or that authorized by paragraphs (a) and (b) above.

(d) If a cost-plus-a-fixed-fee contract contains an article authorized by paragraph (a) above and it is desired, without amending such contract, to confer upon subcontractors authority to dispose of Government-owned property, the subcontracts may be amended to insert therein the article contemplated by clause (b) contained in paragraph (b) above.

§ 803.364 *Marking of shipping containers.* Every supply contract relating to supplies destined for overseas shipment will contain a clause substantially as follows (see § 811.1101):

Marking of shipping containers. The Contractor will follow any directions set forth in the contract specifications concerning the marking of containers in which the supplies are to be shipped. If the contract specifications contain no such directions, the Contractor will follow such instructions on the matter as he may from time to time receive from the Contracting Officer.

§ 803.365 *Contract clauses in connection with bonds and insurance.* (a) In compliance with the policy expressed in § 804.434, the following article is prescribed for inclusion in cost-plus-a-fixed-fee contract (see Note 2 below).

Liability for Government-owned property. (a) Except as otherwise specifically provided, the contractor shall not be liable for loss or destruction of or damage to property of the Government in the possession or control of the contractor in connection with this contract (hereinafter called "Government property") unless such loss, destruction or damage results from wilful misconduct or failure to exercise good faith on the part of the contractor's corporate officers or other representatives having supervision or direction of the operation of the whole of the contactor's business or of the whole of any plant operated by the contractor in the performance of this contract.

(b) The contractor represents that it is not maintaining and agrees that it will not hereafter maintain insurance (including self-insurance funds or reserves) covering loss or destruction of or damage to Government property, and represents that it is not including and agrees that it will not hereafter include in any price to the Government any charge or reserve for such insurance.

(c) Upon the happening of loss or destruction of or damage to Government property caused by:

Fire; lightning; windstorm, cyclone, tornado, hail; explosion; riot, riot attending a strike, civil commotion; vandalism and malicious mischief; aircraft or objects falling therefrom; vehicles running on land or tracks, excluding vehicles owned or operated by the contractor or any agent or employee of the contractor; smoke; sprinkler leakage; earthquake, or volcanic eruption; flood, meaning thereby rising of rivers or streams; enemy attack or any action taken by the military, naval or air forces of the United States in resisting enemy attack,

the contractor shall communicate with the contracting officer and with the Loss and Salvage Organization now or hereafter designated by the contracting officer and, with the assistance of that organization employed by the contractor to perform services in accordance with instructions or regulations of the Government (unless the contracting officer directs that no such organization be employed), shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the Government property in the best possible order, and furnish to the contracting officer a statement of: (1) the lost, destroyed and damaged Government property, (2) the time and origin of the loss, destruction or damage, (3) all known interests in commingled property of which the Government property is a part, and (4) the insurance, if any, covering any part of or interest in such commingled property. *If and as directed by the contracting officer, the contractor shall make repairs and renovations of the damaged Government property.*[1] The contractor shall be reimbursed the expenditures made by it and approved by the contracting officer in performing its obligations under this paragraph (c) (including charges made to the contractor by the Loss and Salvage Organization, except any of such charges, the payment of which the Government has, at its option, assumed direct).

(d) In the event the contractor is indemnified, reimbursed or compensated for any loss or destruction of or damage to Government property, it shall equitably reimburse the Government. The contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss, destruction or damage and, upon the request of the contracting officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(e) The Government shall at all times have access to the premises wherein any Government property is located.

(f) The contractor shall insert in all cost-plus-a-fixed-fee subcontracts under this contract provisions which will make applicable to the Government and the subcontractors substantially the same rights and obligations in respect to the Government property as are made applicable to the Government and the contractor under this Article.

NOTE 1: Where *facilities*, such as machinery, are furnished by the Government or acquired for Government account under cost-plus-a-fixed-fee contracts, appropriate *additional* provisions, dealing with such subjects as standby, storage and removal, may be included.

NOTE 2: (a) The Article set forth above will be included in all cost-plus-a-fixed-fee contracts executed on or after 15 March 1944.

(b) Whenever the terms of a cost-plus-a-fixed-fee contract are to be modified by the execution, on or after 1st March 1944, of a supplemental agreement, and the contract to be modified does not contain an Article identical in wording with that set forth above, the supplemental agreement will provide that the contract is modified to include the Article.

(c) In order that the services of the Loss and Salvage Organizations may be made available, widely and promptly, it is desired, in addition, that existing contracts be amended whenever practicable to incorporate the Article even when occasion does not arise to write a supplemental agreement for other reasons.

NOTE 3: See §§ 804.431 (a) and 804.498 in regard to Loss and Salvage Organizations.

NOTE 4: In the event that the Government property is located in an area outside of the United States, where the services of the Loss and Salvage Organizations are not available, the following clause will be used in lieu of paragraph (c) above:

Upon the happening of loss or destruction of or damage to Government property, the contractor shall communicate with the contracting officer, shall take all reasonable steps to protect the Government property

[1] Italicized language may be omitted in appropriate cases.

from further damage, separate the damaged and undamaged Government property, put all the Government property in the best possible order, and furnish to the contracting officer a statement of: (1) the lost, destroyed and damaged Government property, (2) the time and origin of the loss, destruction or damage, (3) all known interests in commingled property of which the Government property is a part, and (4) the insurance, if any, covering any part of or interest in such commingled property. *If and as directed by the contracting officer, the contractor shall make repairs and renovations of the damaged Government property.*[1] The contractor shall be reimbursed the expenditures made by it and approved by the contracting officer in performing its obligations under this paragraph (c).

(a–1) Except in the special cases discussed in § 804.451, the following article is prescribed for inclusion in fixed or unit price contracts under which Government-owned property is furnished to the contractor. (See Note 1 below). When deemed desirable by a technical service, because of the amount of Government property involved or for other reasons in the best interests of the United States, the substance of the following Article may also be approved for inclusion in fixed or unit price subcontracts under either cost-plus-a-fixed-fee or fixed or unit price prime contracts. This article is not intended to cover Government-owned facilities furnished under fixed or unit price contracts or subcontracts, as to which see § 803.332.

Liability for Government-owned property. (a) Except as otherwise specifically provided, the contractor shall not be liable for loss or destruction of or damage to property of the Government in the possession or control of the contractor in connection with this contract (hereinafter called "Government property") (1) caused by any peril while the property is in transit off the contractor's premises, or (2) caused by any of the following perils while the property is on the contractor's or subcontractor's or other premises or by removal therefrom because of any of the following perils:

Fire; lightning; windstorm, cyclone, tornado, hail; explosion; riot, riot attending a strike, civil commotion; vandalism and malicious mischief; aircraft or objects falling therefrom; vehicles running on land or tracks, excluding vehicles owned or operated by the contractor or any agent or employee of the contractor; smoke; sprinkler leakage; earthquake or volcanic eruption; flood, meaning thereby rising of rivers or streams; enemy attack or any action taken by the military, naval or air forces of the United States in resisting enemy attack.

The perils as set forth in (1) and (2) above are hereinafter called "excepted perils".

(b) The contractor represents that it is not maintaining and agrees that it will not hereafter maintain insurance (including self-insurance funds or reserves) covering loss or destruction of or damage to Government property caused by any excepted peril, and represents that it is not including and agrees that it will not hereafter include in any price to the Government any charge or reserve for such insurance.

(c) Upon the happening of loss or destruction of or damage to Government property caused by an excepted peril, the contractor shall communicate with the contracting officer and with the Loss and Salvage Organization now or hereafter designated by the contracting officer and, with the assistance of that organization employed by the contractor to perform services in accordance with instructions or regulations of the Government (unless the contracting officer directs that no such organization be employed), shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property in the best possible order, and furnish to the contracting officer a statement of: (1) the lost, destroyed and damaged Government property, (2) the time and origin of the loss, destruction or damage, (3) all known interests in commingled property of which the Government property is a part, and (4) the insurance, if any, covering any part of or interest in such commingled property. *If and as directed by the contracting officer, the contractor shall make repairs and renovations of the damaged Government property.*[1] The contractor shall be reimbursed the expenditures made by it in performing its obligations under this paragraph (c) (including charges made to the contractor by the Loss and Salvage Organization, except any of such charges the payment of which the Government has, at its option, assumed direct), as approved by the contracting officer and set forth in a Supplemental Agreement.

(d) With the approval of the contracting officer after loss or destruction of or damage to Government property, and subject to such conditions and limitations as may be imposed by the contracting officer, the contractor may, in order to minimize the loss to the Government or in order to permit resumption of business or the like, sell for the account of the Government any item of Government property which has been damaged beyond practicable repair, or which is so commingled or combined with property of others, including the contractor, that separation is impracticable.

(e) Except to the extent of any loss or destruction of or damage to Government property for which the contractor is relieved of liability under the foregoing provisions of this Article, and except for reasonable wear and tear or depreciation, or the utilization of the Government property in accordance with the provisions of this contract, the Government property (other than property permitted to be sold) shall be returned to the Government in as good condition as when received by the contractor in connection with this contract. In aid of its obligation so to return the Government property, the contractor shall maintain a property control, accounting and maintenance system consistent with good business practice.

(f) In the event the contractor is indemnified, reimbursed or compensated for any loss or destruction of or damage to Government property, caused by an excepted peril, it shall equitably reimburse the Government. The contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss, destruction or damage and, upon the request of the contracting officer, shall at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(g) The Government shall at all times have access to the premises wherein any Government property is located.

NOTE 1. (a) The Article set forth above will be included in all fixed or unit price contracts under which Government-owned property is furnished to the contractor, executed on or after 15 March 1944.

(b) Whenever the terms of such a fixed or unit price contract are to be modified by the execution, on or after 15 March 1944, of a supplemental agreement, and the contract to be modified does not contain an Article identical in wording with that set forth above, the supplemental agreement will provide that the contract is modified to include the Article.

(c) In order that the services of the Loss and Salvage Organizations may be made available, widely and promptly, it is desired, in addition, that such existing contracts be amended whenever practicable to incorporate the Article even when occasion does not arise to write a supplemental agreement for other reasons.

NOTE 2: See §§ 804.451 (a) and 804.498 in regard to Loss and Salvage Organizations.

NOTE 3: In the event that the Government property is located in an area outside of the United States, where the services of the Loss and Salvage Organizations are not available, the following clause will be used in lieu of paragraph (c) above:

Upon the happening of loss or destruction of or damage to Government property caused by an excepted peril, the contractor shall communicate with the contracting officer, shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the Government property in the best possible order, and furnish to the contracting officer a statement of: (1) the lost, destroyed and damaged Government property, (2) the time and origin of the loss, destruction or damage, (3) all known interests in commingled property of which the Government property is a part, and (4) the insurance, if any, covering any part of or interest in such commingled property. *If and as directed by the contracting officer, the contractor shall make repairs and renovations of the damaged Government property.*[1] The Contractor shall be reimbursed the expenditures made by it in performing its obligations under this paragraph (c) as approved by the contracting officer and set forth in a Supplemental Agreement.

(b) Every cost-plus-a-fixed-fee contract will contain the following clause without deviation:

Allowable items of cost shall include the contractor's actual expenses incurred under his contract for:

a. Such bonds and insurance policies as have been approved or required by the Contracting Officer.

b. Losses or expenses not compensated by insurance or otherwise (including settlements made with the written consent of the Contracting Officer) actually sustained by the Contractor in connection with the work and found and certified by the Contracting Officer to be just and reasonable, unless reimbursement therefor is expressly prohibited; provided that such reimbursement shall not include any amount for which the Contractor would have been indemnified or compensated by insurance except for failure of the Contractor to procure or maintain bonds or insurance in accordance with the requirements of the Contracting Officer.

c. The cost of reconstructing and replacing any of the work or property destroyed or damaged and not covered by insurance, but expenditures under this item must have the written authorization of the Contracting Officer in advance.

d. The cost, including incidental expenses and premiums (if any), of providing such death, injury, internment, and other benefits to the Contractor's employees engaged in performing services under this contract as the Contracting Officer may approve or require.

(c) Every cost-plus-a-fixed-fee contract will contain the following clause without deviation:

Insurance. *a.* The Contractor shall procure and thereafter maintain such bonds and insurance in such forms and in such amounts and for such periods of time as the Contracting Officer may require in writing and shall be reimbursed for the cost thereof;

b. In every instance where this contract requires the United States to pay the premium on a bond or insurance policy, the bond or insurance policy shall contain an endorsement or other recital excluding by appropriate language any claim on the part of the insurer or obligor to be subrogated, on payment of a loss or otherwise, to any claim against the United States;

c. The Contractor shall give the Contracting Officer or his representative immediate notice in writing of any suit or action filed against the Contractor arising out of the performance of this contract and of any claim against the Contractor the cost and expense of which are reimbursable under the provisions of Article ____ hereof, and the risk of which is then uninsured or in which the amount claimed exceeds the amount of insurance coverage. The Contractor shall furnish immediately to the Contracting Officer copies of all pertinent papers received by the Contractor. Insofar as the following shall not conflict with any policy or contract of insurance, and upon request of the Contracting Officer, the Contractor shall do any and all things to effect an assignment and subrogation in favor of the Government of all Contractor's rights and claims except against the Government, arising from or growing out of such asserted claims, and, if required by the Contracting Officer, shall authorize representatives of the Government to settle and/or defend any such claim and to represent or take charge of any such litigation affecting the Contractor.

(d) Every cost-plus-a-fixed-fee contract, the terms of which do not require the incorporation by reference in cost-plus-a-fixed-fee subcontracts, of all of the terms and conditions of the prime contract in regard to insurance and liability, will contain the following clause without deviation:

Additional provisions. (1) The Contractor will include in each cost-plus-a-fixed-fee subcontract made under this contract a provision as follows:

(a) The title to all work under this subcontract, completed or in the course of manufacture or assembly in the Subcontractor's plant, shall be in the Government. Upon delivery thereof to the Subcontractor at any point within the continental limits of the United States or any place approved by the Contractor, title to all purchased materials, parts, assemblies, subassemblies, tools, machinery, equipment and supplies, for which the Subcontractor shall be entitled to be reimbursed hereunder, shall vest in the Government.

(b) The Subcontractor shall not be reimbursed for the cost of any insurance on any property of the Government.

(c) As used herein the term "Government" shall be deemed to mean the United States of America.

(2) The Contractor will, if so requested by the Contracting Officer, include in any particular cost-plus-a-fixed-fee subcontract, a provision as follows:

The Subcontractor shall procure and thereafter maintain the following insurance: ---------- (here shall be inserted the types, amounts and limits of insurance, as specified in writing by the Contracting Officer). The cost of such insurance and losses or expenses (including settlements made with the written consent of the Contracting Officer who executed the principal contract or his duly authorized successor or representative) not compensated by insurance or otherwise and found and certified by the Contractor and said Contracting Officer or his duly authorized successor or representative to be just and reasonable, actually sustained by the Subcontractor in the defense and/or discharge of such claims of others on account of death or bodily injury of persons or loss or destruction of or damage to property as may arise out of or in connection with the performance of the work under this subcontract shall be allowable items of cost hereunder; *Provided*, That such reimbursement shall not include any amount for which the Subcontractor would have been indemnified or compensated except for the failure of the Subcontractor to procure or maintain insurance in accordance with the requirements of this subcontract. The Subcontractor shall give the Contractor immediate notice in writing of any suit or action filed against the Subcontractor, arising out of the performance of this subcontract and of any claims against the Subcontractor, the cost and expense of which is reimbursable under the provisions of this subcontract pertinent to allowable items of cost, and the risk of which is then uninsured or in which the amount claimed exceeds the amount of insurance coverage. The Subcontractor shall furnish immediately to the Contractor copies of all pertinent papers received by the Subcontractor. Insofar as the following shall not conflict with any policy or contract of insurance, and upon request of the Contractor, the Subcontractor shall do any and all things to effect an assignment and subrogation in favor of the Contractor or its nominee of all Subcontractor's rights and claims, except rights and claims of the Subcontractor against the Contractor or such nominee, arising from or growing out of such asserted claim, and, if required by the Contractor, shall authorize representatives of the Contractor or of its nominee to settle and/or defend any such claim and to represent the Subcontractor in or take charge of any such litigation. Every policy for the insurance referred to in this paragraph shall contain an indorsement or other recital excluding by appropriate language any claim on the part of the insurer or obligor to be subrogated on payment of a loss or otherwise to any claim against the Contractor or the Government.

(3) Whenever a provision as set forth in paragraph (2) of this article is inserted in any subcontract, then the contractor will forthwith transmit to the Contracting Officer all notices and copies of papers received by it from the subcontractor, will make the Government its nominee for all assignments and subrogations received by it from the subcontractor thereunder and, if required by the Contracting Officer, will do everything in its power to have representatives of the Government authorized to settle and/or defend the claims therein referred to and to represent the subcontractor in or to take charge of the litigation therein referred to.

(e) In accordance with the instructions contained in paragraphs (f) to (i), inclusive, there will be inserted without deviation in Architect-Engineer-Construction-Management Service Contracts and all contracts (except supply contracts), executed under or in connection with such contracts, the appropriate clause or clauses set forth in said paragraphs.

(f) In the Architect-Engineer-Construction-Management-Service-contract the following clause:

The A-E-M hereby agrees that he will procure and maintain bonds and insurance in such forms and in such amounts and for such periods of time as the Contracting Officer may require or approve. Insurance shall cover all work required by this contract, regardless of whether it is performed by the A-E-M's own forces, subcontractors, or under direct contracts with the Government, as is contemplated in Article ---------- (Article containing ---------- of this contract. General Statement of Work and Services)

(g) In cost-plus-a-fixed-fee subcontracts, executed under Architect-Engineer-Construction-Management Service Contracts, there wil be inserted without deviation the following clause:

All necessary insurance protection required under the terms of this contract will be provided by the policies maintained by the Architect-Engineer-Manager Contractor.

(h) In lump-sum subcontracts, executed under Architect-Engineer-Construction-Management Service Contracts, there will be inserted without deviation the following clause:

(1) The Architect-Engineer-Manager Contractor will, at no cost to the Subcontractor, maintain policies providing the following insurance protection for the Subcontractor, which insurance shall apply only to operations of the Subcontractor under this subcontract and employees of the Subcontractor engaged therein and shall not apply to any other operations or employees of the Subcontractor:

(a) *Workmen's compensation.* (i) In jurisdictions where there are Workmen's Compensation Laws, either mandatory or elective, statutory coverage; and in jurisdictions where the Workmen's Compensation Law does not cover all occupational diseases, occupational disease coverage by endorsement for limits of $50,000 per person in any one case and, subject to that limit for each person, an aggregate limit of $100,000 for each year of the policy period;

(ii) In those states where there is a "per accident" limitation of coverage under paragraph 1 (b) of the policy, an endorsement will be added to provide $100,000 limit for each accident;

(iii) In those states where there is a "per person" limitation of coverage under paragraph 1 (b) of the policy, an endorsement will be added to provide $50,000 limit for each person;

(iv) In jurisdictions where there are no Workmen's Compensation Laws, Employers' Liability Insurance, including occupational disease coverage, for limits of $50,000 per person in any claim and, subject to that limit for each person, $100,000 for two or more persons in any one accident and $100,000 aggregate limit for each year of the policy period for occupational disease claims.

(b) *General liability.* Insurance with limits of $50/100,000 for bodily injury liability on the comprehensive policy form; the policy will be endorsed to include coverage for aircraft and watercraft operations by elimination of any such exclusions therein.

(c) *Automobile public liability and property damage.* Insurance with limits of $50/100,000 for bodily injury liability and $5,000 for property damage liability on the comprehensive policy form covering all owned, non-owned and hired automobiles which will be used in connection with the work to be done under the contract, and which are not for use exclusively on the premises at which the work under such contract is performed.

(2) The Subcontractor may purchase at his own expense such additional or other insurance protection as he may deem necessary. The Contracting Officer or his authorized representative may restrict access to the site of the work to such personnel of any insurance carrier providing additional or other insurance coverage referred to in this paragraph for the proper servicing of such insurance as he may deem necessary.

[1] Italicized language may be omitted in appropriate cases.

(i) In prime lump sum or unit price contracts, collateral to Architect-Engineer-Construction-Management Service Contracts, there will be inserted without deviation the following clause:

(1) The Architect-Engineer-Manager Contractor will, at no cost to the Contractor, maintain policies providing the following insurance protection for the Contractor and his Subcontractors (excluding supply subcontractors) which insurance shall apply only to operations of the Contractor and such Subcontractors under this contract and employees of the Contractor and such Subcontractors engaged therein and shall not apply to any other operations or employees of the Contractor and such Subcontractors:

(a) *Workmen's compensation.* (i) In jurisdictions where there are Workmen's Compensation Laws, either mandatory or elective, statutory coverage; and in jurisdictions where the Workmen's Compensation Law does not cover all occupational diseases, occupational disease coverage by endorsement for limits of $50,000 per person in any one case, and subject to that limit for each person, an aggregate limit of $100,000 for each year of the policy period;

(ii) In those states where there is a "per accident" limitation of coverage under paragraph 1(b) of the policy, an endorsement will be added to provide $100,000 limit for each accident;

(iii) In those states where there is a "per person" limitation of coverage under paragraph 1 (b) of the policy, an endorsement will be added to provide $50,000 limit for each person;

(iv) In jurisdictions where there are no Workmen's Compensation Laws, Employers' Liability Insurance including occupational disease coverage, for limits of $50,000 per person in any claim and, subject to that limit for each person, $100,000 for two or more persons in any one accident and $100,000 aggregate limit for each year of the policy period for occupational disease claims.

(b) *General liability.* Insurance with limits of $50/100,000 for bodily injury liability on the comprehensive policy form; the policy will be endorsed to include coverage for aircraft and watercraft operations by elimination of any such exclusions therein.

(c) *Automobile liability and property damage.* Insurance with limits of $50/100,000 for bodily injury liability and $5,000 for property damage liability on the comprehensive policy form covering all owned, non-owned and hired automobiles which will be used, in connection with the work to be done under the contract, and which are not for use exclusively on the premises at which the work under such contract is performed.

(2) The contractor or his subcontractors may purchase at their own expense such additional or other insurance protection as they may deem necessary. The Contracting Officer or his authorized representative may restrict access to the site of the work to such personnel of any insurance carrier providing additional or other insurance coverage referred to in this paragraph for the proper servicing of such insurance, as he may deem necessary.

§ 803.366 *Offers of prompt payment of cash discounts.* All invitations for bids, formal or informal, directed to more than one prospective contractor, will contain a clause substantially as follows:

Offers of prompt payment or cash discounts will not be considered in the award of contracts or purchase orders, but if such an offer is made, the Government reserves the right to take advantage of the same according to its terms in making payment.

§ 803.367 *Subcontracting clause, fixed price supply contract.* All fixed price supply contracts, except those in which, in the opinion of the contracting officer, subcontracting (as defined in (d) below) is impracticable, will contain the following clause without deviation:

Subcontracting. (a) It is mutually understood and agreed that the policy of the Government, as declared by Congress in Public Law 603—77th Congress (the Smaller War Plants Act) is to bring about the greatest utilization of small war plants facilities which is consistent with efficient production of war materials.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to smaller war plants that the Contractor finds to be consistent with the efficient performance of all its other obligations undertaken by this contract.

(c) The Government agrees that in any renegotiation proceedings involving this contract, proper consideration will be given to the efficiency and ingenuity exhibited by the prime contractor in subcontracting to and in utilizing the facilities of, smaller war plants; to the amount of such subcontracting so accomplished; and to the amount of technical, engineering and other assistance rendered by the Contractor to such subcontractors.

(d) For the purposes of this article the term "subcontracts" includes only contracts for the production or of work upon an item, component, or asembly manufactured according to Government specifications or specifications of a prime contractor and does not include (1) any purchase of a standard commercial or catalog item, or (2) any purchase of a basic raw material, or (3) any purchase of supplies or services for the general operation of the contractor's plant, or (4) any purchase from a parent subsidiary or affiliate of the contractor.

§ 803.368 *Subcontracting cost-plus-a-fixed-fee supply contracts.* All cost-plus-a-fixed-fee supply contracts, except those in which, in the opinion of the Contracting Officer, subcontracting is impracticable, will contain the following clause without deviation:

Subcontracting. It is mutually understood and agreed that the policy of the Government, as declared by Congress in Public Law 603—77th Congress (the Smaller War Plants Act) is to bring about the greatest utilization of small plants which is consistent with efficient production of war materials. It is also recognized that business concerns operating small plants are frequently unable to produce certain articles at as low a per unit cost as business concerns operating large plants. Accordingly, the Contractor, with the written approval of the Contracting Officer, may, in cases where the manufacturing costs are found to be greater, pay to firms operating small plants higher pricer than to firms operating large plants, to the extent determined to be reasonable in the light of the difference in their costs of manufacturing the article to be sub-contracted.

SUBPART I—TERMINATION OF FIXED-PRICE (LUMP SUM) CONTRACTS UPON DEFAULT OF CONTRACTOR

§ 803.379 *Steps to be taken in event of default.* The rigid enforcement of contract provisions (a) imposing liquidated damages on contractors for failure to perform within specified periods, or (b) authorizing termination of contracts for default, has been found in many instances to impede the prosecution of the war. The exercise by the several chiefs of technical services of discretion to take such action as may seem to them fair and equitable under all the circumstances will expedite the procurement of necessary war materiél and facilitate the prosecution of the war. For the foregoing reasons authority is delegated to and confirmed in the chief of each technical service to authorize contracting officers under his command, subject to such limitations as the chief of the technical service may establish, to take any of the following courses in the event of default of the contractor:

(1) Permit the contractor to proceed and to charge the contractor with the actual damages resulting from the default. If the contract provides for liquidated damages, such damages and not actual damages must be charged.

(2) Enter into a supplemental agreement with the contractor's surety providing for the completion of performance of the contract and for payment therefor. Such supplemental agreement should clearly state that all rights against the contractor are reserved so far as the surety does not undertake to cure the effect of the defaults by the contractor.

(3) Terminate the contract:

(i) Under any provision of the contract permitting termination in the event of default, in which case the provisions of § 803.380 shall be applicable. In exercising the authority to terminate for default due regard should be given to the preservation of rights against any surety on any performance bond.

(ii) Under any contract article providing for termination for the convenience of the Government, when the defaults of the contractor have not been gross or willful, and have not caused substantial injury to the Government, if the contracting officer shall find that the use of that termination article will facilitate the prosecution of the war and be equitable under all the circumstances.

(4) Extend by supplemental agreement the time fixed in the contract for performance in the manner provided in § 803.308e, and within the time prescribed by § 803.308f, if the default consists of failure to perform within the time specified by the contract. In general, it is not the policy of the Government to terminate contracts for default under the stringent provisions of a delays-damages article, in a manner to bring about a forfeiture or a severe loss on the part of the contractor, merely because, at a time when the Government desires to terminate its contract for reasons not based upon the defaults of the contractor, the contractor happens to be in technical default under the contract. Attention is directed as to the provisions of § 803.308g.

§ 803.380 *Steps to be taken in event of termination because of default.* If termination is effected pursuant to a contract provision substantially similar to that set forth in §§ 803.352 or 813.1302 (Art. 9) of these procurement regulations (or any similar authorized contract provision used in lieu of either of these provisions), the chief of a technical service may, but is not required to, pursue the remedies provided for in such contract provision or available by law. In the event the contract remedies are elected, the procedure set forth in § 803.380a will be followed. In lieu of making use of the contract remedies he may within the time prescribed by § 803.308f, if he finds that to do so will facilitate the prosecution of the war, make a supplemental agreement with the contractor and relieve the contractor of liability which would result from the enforcement of such remedies. Such an agreement may be entered into only with the prior approval of the Director, Purchases Division, Headquarters, Army Service Forces (obtained in the manner provided in § 803.308a except where the chief of a technical service shall find any one of the following facts:

(a) That the Government no longer has need for the supplies, services, or construction called for by the contract;

(b) That the supplies or services, undelivered because of the contractor's default, can be obtained from some source other than the contractor on a basis as favorable as that set forth in the contract or that the construction provided for in the contract can be accomplished on terms substantially as favorable to the Government as though performed under the original contract;

(c) That for reasons of policy the technical service wishes to buy supplies of the type covered by the contract on terms more expensive or less favorable to the Government than those set forth in the terminated contract. (For example, the technical service may desire to buy from particular producers or in particular geographical areas in order to distribute war work more widely despite any extra expense involved. The excess expense in such a case should not equitably be charged to the contractor);

(d) That any excess cost charged to the contractor would be nominal;

(e) That the contractor currently employs less than 100 employees or was recommended as a prime contractor by the Smaller War Plants Division, War Production Board, has other war contracts existing or prospective, and that enforcement of the remedies provided in the contract would materially impair his ability to perform such contracts.

In any case where, pursuant to the foregoing provisions of this paragraph, a supplemental agreement relieving the contractor of liability is authorized, the chief of the technical service may, instead of entering into such a supplemental agreement, enter into a supplemental agreement (1) cancelling the contract by mutual consent without cost to the Government and (2) granting a mutual release of all claims arising out of the contract.

§ 803.380a *Procedure to be followed when remedies under delays-damages contract article are pursued.* If a contractor defaults and it is determined to pursue the remedies provided by a contract provision substantially similar to that set forth in §§ 803.352 or 813.1302 (i) of these Procurement Regulations (or any similar authorized contract provision used in lieu of either of these provisions), the following procedure will, in general, be followed:

(1) The contractor will be notified in writing that his right to proceed has been terminated.

(2) A copy of the termination notice will be furnished to the disbursing officer who will be advised to withhold further payments to the contractor pending additional instructions.

(3) Supplies or materials similar to those called for by the contract will then be procured elsewhere at as reasonable a price as practicable considering the quantity and quality required by the Government and the time in which the supplies or materials are required. In the case of a construction contract, the work will be completed according to the plans and specifications either by such other responsible contractor who offers the lowest price or by Government plant and hired labor. In either construction or supply contracts the excess cost to the Government will be charged to the contractor and the proper disbursing officer will be notified to withhold payments to cover the excess costs, pending payment thereof by the contractor.

(4) The contracting officer, immediately upon making the contract for the purchase of the materials or supplies, or for the completion of the construction contract, will request immediate remittance of the excess cost from the defaulting contractor.

(5) If the contracting officer collects the entire amount of the excess cost, he will furnish a report with reference thereto to the proper disbursing officer, transmitting the amount collected for disposition by the disbursing officer in accordance with paragraph 5*g*, AR 35–6040.

(6) If the contracting officer is unable to make collection of the entire amount of excess cost, he will furnish a complete report of the facts and circumstances to the proper disbursing officer.

If the contractor was given financial assistance by the Government (see Subpart G of this part) appropriate steps will be taken to protect the interest of the Government.

(a) *Reports of default.* (1) The reports to which reference is made in subparagraphs (5) and (6) above will be made on the form set forth in paragraph (g), or such other form as may be prescribed by the chief of the technical service; or, if the contract in question is a Treasury Procurement Supply Contract, such report will be made on Form 59 Treasury Department, Procurement Division, Branch of Supply (Report on Delinquent Contractor).

(2) The number of copies of the report to be made is as follows:

(i) It will be submitted to the disbursing officer in quadruplicate, except that when the contracting officer makes the collection in accordance with subparagraphs (4) and (5) above, the report will be submitted in duplicate.

(ii) If the purchase was made against a defaulting contractor of the Procurement Division, Treasury Department, three additional copies will be made and submitted to the disbursing officer.

(3) The form which is suggested for use under contracts generally is self-explanatory. However, attention should be given to the following:

(i) Under "Remarks," include a statement as to the reason why the purchase was made against the defaulting contractor, substantiated by copies of correspondence and other pertinent papers, if any. If the space under "Remarks" is not sufficient, the back of the form may be used.

(ii) The contracting office will sign the form in the space provided therefor under the heading "Remarks".

(4) In preparing reports covering TPS contracts on Form 59, in addition to the above (i) and (ii), attention should be given to the following:

(i) Above the line noted "Item No." enter the applicable contract number and, if stated in the contract, the period governed by the contract. For example, if the item is purchased on the General Schedule of Supplies, the TPS contract number and period covered thereby would be given as TPS–8920–11/2/33 to 8/31/36.

(b) *Collection of the excess cost.* (1) The disbursing officer, upon receipt of the report to which reference is made in subparagraph (6) above, will effect collection of the excess cost from the defaulting contractor by deducting the amount thereof from any funds payable to the defaulting contractor.

(2) If the disbursing officer effects collection of the entire amount of excess cost due the Government in accordance with subparagraph (1) of this paragraph, he will indicate that action on the appropriate form and sign the form under the heading "Remarks" or on the back of the form, and dispose of the report as follows:

(i) The original will be attached to the voucher or other form covering the collection.

(ii) The duplicate copy will be filed in the office of the disbursing officer.

(iii) The triplicate and quadruplicate copies, if any, will be transmitted to the contracting officer, marked for his information only.

(d) The three additional copies to which reference is made in subparagraph (2) (ii) of paragraph (a) above will be transmitted to the Branch of Supply, Procurement Division, Treasury Department, in cases where collection has been made by either the disbursing officer or the contracting officer.

(3) If the disbursing officer finds it impracticable to collect the entire amount of excess cost due the Government, he will indicate his action and recommendation on the appropriate form and sign the form under "Remarks" or on the back of the form, and dispose of the report as follows:

(i) If the default was made on a War Department Contract:

(*a*) The original and quadruplicate copy will be transmitted to the Office of the Fiscal Director, Headquarters, Army Service Forces, the original to be forwarded to the General Accounting Office and the quadruplicate copy to be retained by the Office of the Fiscal Director, Headquarters, Army Service Forces.

(*b*) The duplicate copy will be filed in the office of the disbursing officer.

(*c*) The triplicate copy will be transmitted to the contracting officer with a notation to the effect that the excess cost could not be collected and that the mat-

ter has been reported to the Office of the Fiscal Director, Headquarters, Army Service Forces, for reference to the General Accounting Office.

(ii) If the default was made on a contract of the Procurement Division, Treasury Department:

(*a*) The original, quadruplicate and the three additional copies to which reference is made in subparagraph (2) (ii) of paragraph (a) above, will be transmitted directly to the Branch of Supply, Procurement Division, Treasury Department.

(*b*) The duplicate copy will be filed in the office of the disbursing officer.

(*c*) The triplicate copy will be transmitted to the contracting officer with a notation to the effect that the excess cost could not be collected and that the matter has been reported to the Procurement Division, Treasury Department.

(c) In the event that collection of the excess cost is effected by means of contractor's check, money order, cash, or any means other than set-off against another account due the contractor, Standard Form No. 1044 (Schedule of Collections), properly completed, will be submitted in accordance with AR 35–780 with the required number of copies to be submitted with Form 59. In the cases to which reference is made in subparagraph (2) (ii) of (a) above, when collection is effected, three additional copies of Standard Form No. 1044 will be made for transmission with the additional copies of the report.

(d) If purchase is made against a defaulting contractor under a War Department contract and no excess cost is involved, a report on the appropriate form will be made and disposition of the report will be made as indicated in paragraph (b) (3) above. If a TPS contract is involved a report will be made on Form 59 and submitted by the contracting officer directly to the Branch of Supply, Procurement Division, Treasury Department, in triplicate.

(e) A purchase or purchases against the account of a defaulting contractor must not exceed the quantity originally ordered, with consideration given, of course, to the variation clause, if any, in the contract, and must be secured on the same unit basis, such as each dozen, pound. However, this does not preclude the Government from entering into one contract with the completing contractor which includes additional needed supplies provided that the excess costs to be charged against the account of the defaulting contractor are determined as provided in the preceding sentence of this paragraph.

(f) The foregoing instructions do not apply to defaulting contracts under Navy Supply or Post Office Department Contracts. On such defaults, no action should be taken until after the matter has been submitted by the contracting officer by letter to the department concerned through the chief of the technical service. In an emergency, telegraphic submission will be in order.

(g) *Form.*

REPORT ON DELINQUENT OR DEFAULTING CONTRACTOR

Service _____ Fiscal year _____
No. of contract or P. O. _____
Date _____
Original appropriation involved _____

Original order—Name of delinquent contractor—	*Purchase against account of original contractor—Name of dealer from whom purchased*
Address	Address
Order No. ____ Date ____	Order No. ____ Date ____
Quantity	Quantity
Unit Price	Unit Price
Quantity discount	Quantity discount
Time payment discount	Time payment discount
Total contract cost	Total open market cost
Total excess cost	
(Difference between contract and open market cost)	

Collection made by _____
(Disbursing officer) (D. O. Symbol No.)
Schedule of Collections _____ Month _____ Year _____
Remarks: [1] _____
Signed _____
Title _____

[1] Remarks should be supported by: (a) copies of all purchase orders issued to the completing contractor as well as purchase orders directed to the defaulting contractor, (b) a citation to all vouchers making payment to the defaulting and/or the completing contractor, (c) copies of all correspondence directed to the debtor as well as those received thereform relative to the indebtedness.

SUBPART L—MISCELLANEOUS

§ 803.390 *Assignments*—(a) *Basic statutes.* There are two statutes creating restrictions on assignments of contracts with and claims against the United States. In 1940 both of these statutes were amended by the addition thereto of a paragraph making the restrictions inapplicable in certain situations. (See § 803.390 (b).)

Prior to the amendment in 1940, Revised Statutes 3737 provided as follows:

No contract or order, or any interest therein, shall be transferred by the party to whom such contract or order is given to any other party, and any such transfer shall cause the annulment of the contract or order transferred, so far as the United States are concerned. All rights of action, however, for any breach of such contract by the contracting parties are reserved to the United States. (41 U.S.C. 15.)

Prior to said amendment in 1940, Revised Statutes 3477 provided as follows:

All transfers and assignments made of any claim upon the United States, or of any part or share thereof, or interest therein, whether absolute or conditional, and whatever may be the consideration thereof, and all powers of attorney, orders, or other authorities for receiving payment of any such claim, or of any part or share thereof, shall be absolutely null and void, unless they are freely made and executed in the presence of at least two attesting witnesses, after the allowance of such a claim, the ascertainment of the amount due, and the issuing of a warrant for the payment thereof. Such transfers, assignments, and powers of attorney, must recite the warrant for payment, and must be acknowledged by the person making them, before an officer having authority to take acknowledgments of deeds, and shall be certified by the officer; and it must appear by the certificate that the officer, at the time of the acknowledgment, read and fully explained the transfer, assignment, or warrant of attorney to the person acknowledging the same. The provisions of this section shall not apply to payments for rent of post-office quarters made by postmasters to duly authorized agents of the lessors. • • • (31 U.S.C. 203.)

(b) *Assignment of Claims Act of 1940.* In 1940 by the enactment of the Assignment of Claims Act (Public No. 811—76th Congress), aproved 9 October 1940, the restrictions created by sections 3477 and 3737 of Revised Statutes referred to in paragraph (a) above were, subject to certain conditions therein specified, made inapplicable to any case in which monies due or to become due under a contract providing for payments aggregating $1,000 or more, are assigned to a bank, trust company, or other financing institution including any Federal lending agency. The conditions specified in the act are, in general, those set forth in paragraphs (a), (b) and (e) of the standard article contained in § 803.355.

(c) *Assignments by operation of law.* It has been held that the provisions of sections 3477 and 3737 of the Revised Statutes, do not apply where a contract or claim is transferred by order of a court in receivership or bankruptcy proceedings, such an assignment, being by operation of law. (See 3 Comp. Gen. 623; 5 id. 592.)

(d) *Transfer of entire business.* It has been held that where an individual or corporation having a contract with or claim against the Government sells an entire business to another individual or corporation, the transferee will be recognized by the United States as the lawful successor in interest of the contractor or claimant notwithstanding the provisions of sections 3477 and 3737 of the Revised Statutes, referred to above. (9 Comp. Gen. 72, 74.)

(e) *Corporate mergers.* It has likewise been held that the provisions of section 3477 of the Revised Statutes are inapplicable to the transfer of a claim against the United States resulting from the merger of one corporation into another. (Seaboard Airline Railway v. U. S., 256 U. S. 655.)

(f) *Recognition of assignments prohibited by Revised Statutes.* Assignments or transfers of contracts and claims prohibited by sections 3477 and 3737 of the Revised Statutes are merely voidable and may be validated by the Government. Authority to validate such assignments or transfers is vested in the chiefs of the technical services.

(g) In connection with the assignment of claims, contracting officers will, upon request of the contractor, furnish proposed assignees information regarding the status of the contract at the time of the assignment. In so doing, the contracting officer will advise the assignee that the information is so furnished only for confidential use in connection with the assignment.

§ 803.391 *Charges for telegraph, cable, and radio messages in cost-plus-a-fixed-fee contracts.* Pursuant to the provisions of Public Law, 4, 78th Congress, approved 6 March 1943, cost-plus-a-fixed-fee contractors and subcontractors are no longer entitled to send telegraph, cable or radio messages at government rates.

§ 803.392 *Handling defaults and threatened defaults by suppliers and subcontractors under cost-plus-a-fixed-fee prime contracts.* The following procedures are established to assure to the Government the maximum amount of protection and salvage in cases where suppliers or subcontractors of cost-plus-a-fixed-fee prime contractors fail or refuse to perform their obligations under purchase orders or subcontracts, or threaten to do so:

(a) In general, it is the responsibility of the prime contractor to administer and police his purchase orders and subcontracts; and nothing herein contained shall be construed to remove, lessen or impair such responsibility. In case of a threatened breach of contract by a supplier or subcontractor, it is the duty of the prime contractor to use all lawful means employed by businessmen in the trade to obtain performance. This will normally include the sending of a reminder to the supplier or subcontractor that compliance with contract terms is expected and that the supplier or subcontractor will be held to strict accountability for breach; personal interviews where feasible; and similar steps. It is also the duty of the prime contractor to take steps reasonably necessary to assure that he will not lose contract rights through waiver or estoppel.

(b) Where default is threatened by a supplier or subcontractor because of bona fide misunderstandings or differences between him and the prime contractor which appear to be capable of fair settlement, the prime contractor will attempt, through negotiation, to obtain such settlement. But no settlement involving any change in the terms of a purchase order or subcontract previously approved by the Contracting Officer shall be made without the written approval of the Contracting Officer.

(c) The prime contractor will notify the Contracting Officer promptly of any situation which may require the issuance of a purchase order or subcontract to another supplier or subcontractor for supplies or services covered by a purchase order or subcontract as to which default is in prospect or has occurred. Such additional purchase order or subcontract may be issued when the successful and speedy completion of the prime contractor's work is imperilled by default of a supplier or subcontractor. The prime contractor will maintain full and accurate records of cost under such additional purchase order or subcontract for the purpose, among others, or establishing a claim for damages against the defaulting supplier or subcontractor. He will also prepare and keep careful notes of all other information pertinent to the case which may be of assistance in the event of a lawsuit.

(d) Where a supplier or subcontractor has defaulted, and a claim arises in favor of the prime contractor, the latter will attempt to negotiate and settle the claim on reasonable terms whenever it appears that a fair settlement may be preferable to litigation. The prime contractor will keep the Contracting Officer informed of the progress of such settlement negotiations. The Contracting Officer shall have authority to approve a settlement and no settlement agreement will be made without his written approval.

(e) When, in the opinion of the prime contractor, further efforts at settlement will be ineffectual, he will so notify the Contracting Officer. If the Contracting Officer concurs in this opinion, he will direct the prime contractor to assemble all the papers pertinent to the claim, and to make or obtain any affidavits or other records of the transaction, and to prepare any necessary report on the claim. The Contracting Officer will forward this record (in triplicate), together with his own report and recommendation (in triplicate), to the Litigation Division, Office of The Judge Advocate General, through the chief of the technical service concerned.

(f) The Judge Advocate General may from time to time in the further handling of the claim request cooperation and assistance from the prime contractor, the Contracting Officer, and the chief of the technical service concerned, and will in some cases require the Contracting Officer to obtain assignment, from the prime contractor to the United States, of the defaulted purchase order or subcontract. No such assignment will be obtained without the approval of The Judge Advocate General.

(g) If the matter is to be forwarded to the General Accounting Office by The Judge Advocate General it will be forwarded through the Office of The Fiscal Director, Headquarters, Army Service Forces.

§ 803.393 *Disclosure of information in connection with completing Selective Service affidavit*—(a) It appears that some industrial firms have been setting forth detailed information on their war production activities, including dollar value of contracts, in completing the Affidavit — Occupational Classification (Industrial) D.S.S. Form 42A, Selective Service System.

(b) The information elicited on the reverse side of this form, pertaining to activities, production, contemplated conversion and numbers of employees, should be stated in general terms only. Detailed confidential data will not be included.

(c) All companies holding War Department contracts will be informed by the chiefs of the technical services that they must avoid any inclusion of confidential war production and related data in completing above mentioned forms.

§ 803.394 *Contracts for electric power*—(a) *Presidential directives.* (1) Under date of September 26, 1942, the following letter was received by the Secretary of War from the President:

September 26, 1942.

My dear Mr. Secretary:

It is of the utmost importance that the costs of the war program be held to a minimum consistent with the fullest and most rapid progress. In arranging for the electric power supply for war plants or establishments, the cheapest sources of power consistent with war requirements should be used.

Public and private power supplying agencies should be advised as far in advance as possible of the prospective location and requirements of plants or establishments on or near their systems in order that they may assist in solving the power supply problem involved at the lowest possible cost. In many instances it should be possible to lessen power costs if provision is made for power to be supplied to the consuming agencies directly from the power generating agency. If the lines of the lowest cost power supplying agency do not connect immediately with the war plants, there is no reason why connecting lines of other companies or agencies should not be utilized for a reasonable transmission charge. I am asking the Federal Power Commission to cooperate by using its emergency powers when necessary to make available transmission and other appropriate services for the effectuation of this policy.

I do not think that companies not themselves having sufficient power to supply war plants should be purchasing power from neighboring public power agencies for resale to these plants at a substantial profit. In such cases business like procedure would suggest that the power be purchased directly from the power supplying agencies and reasonable transmission charges be paid to the transmitting companies.

Adoption of my suggestion will not discriminate in favor of public or private power, but will accord with sound business practice.

Sincerely yours,

FRANKLIN D ROOSEVELT

Hon. HENRY L. STIMSON,
Secretary of War.

(2) Under date of October 22, 1942, the following letter was received by the Chairman, Federal Power Commission from the President:

October 22, 1942.

My dear Mr. Olds:

I would like the Federal Power Commission, after consultation with the procurement agencies and the War Production Board, to establish the procedure, outlined in the attached memorandum, to effectuate the policies set forth in my letter of September 26, 1942, addressed to the War Department, Navy Department, Maritime Commission, Defense Plant Corporation, Federal

Housing Agency and the War Production Board.

Sincerely yours,

FRANKLIN D ROOSEVELT

Hon. LELAND OLDS, *Chairman, Federal Power Commission.*

The following memorandum was attached to the 22 October 1942 letter from the President to Mr. Leland Olds, Chairman, Federal Power Commission.

Outline of Procedure for Purchase of Power for War Plants and Establishments:

(1) Each agency directly or indirectly responsible for power procurement to designate a Power Procurement Officer to handle all contracts and arrangements for electric power as hereinafter provided.

(2) Each agency to direct its representatives to report promptly to the Power Procurement Officer each proposed procurement of power, in excess of a reasonable minimum, which involves Government approval or any Government obligation. Such reports to include all essential facts in accordance with forms approved by the Federal Power Commission.

(3) Power Procurement Officers to refer such reports promptly to the Federal Power Commission, together with proposed contracts, for determination whether cheaper power supply is available and, if so, how it can be delivered. Federal Power Commission to issue necessary orders after consultation with War Production Board as to priorities and allocations.

(4) Federal Power Commission to determine whether proposed rates and conditions are reasonable and, if unreasonable, to fix proper terms and otherwise cooperate with Power Procurement Officers in effectuating arrangements necessary for securing power on best possible terms.

(5) Review and renegotiation of existing contracts to be in accordance with above procedure.

(b) *War Department Power Procurement Officer.* Pursuant to the directives from the President, set forth in paragraph (a), Colonel R. C. Kuldell, Office, Chief of Engineers, has been designated by the Secretary of War as the War Department Power Procurement Officer with the following responsibilities for contracts of 1000 kilowatts or over for electric service to all installations where the War Department has an interest in the cost of electric service:

(1) Review of all existing contracts and initiation of such modifications or changes as are considered to be required to comply with the principles expressed in the President's directives.

(2) Review of proposed contracts and of proposed supplements to existing contracts, if such supplements extend the time, alter the contract price, or make any other substantial change in the contract terms, to assure that such contracts and supplements are consistent with the principles expressed in the President's directives.

(c) *Representatives of War Department Power Procurement Officer.* The Repairs and Utilities Divisions of the Service Command Engineer Offices are designated as representatives of the War Department Power Procurement Officer. These representatives will carry out, under his direction, such field activities as may be necessary in connection with contracts and supplements to contracts for electrical service to all establishments within the geographical boundaries of the Service Commands, where the War Department has an interest in the cost of electric service. Commanding Officers at all such establishments will cooperate with these representatives by making available such information as is required for their review of existing and proposed contracts and supplements.

(d) *Liaison with War Department Power Procurement Officer.* The Commanding General, Army Air Forces, and the chiefs of the technical services are directed to designate an officer or civilian representative to maintain liaison with the War Department Power Procurement Officer on matters pertaining to contracts for electric service. The latter should be notified of such appointment and of the address and telephone number of the person designated.

(e) *Required provision in contracts and supplements.* All contracts and supplements of the character referred to in paragraph (b), will contain a statement that the contract or supplement is subject to the approval of the War Department Power Procurement Officer and will not be binding until so approved. Such contracts and supplements will then be forwarded through the Repairs and Utilities Division of the Service Command Engineer Office to the War Department Power Procurement Officer, Office of the Chief of Engineers, for such approval.

§ 803.395 *Contracts within section 9, Military Appropriation Act, 1944.* (a) Section 9, Military Appropriation Act, 1944 (Public Law 108, 78th Congress) provides:

Whenever, during the fiscal year ending June 30, 1944, the Secretary of War should deem it to be advantageous to the national defense, and if in his opinion the existing facilities of the War Department are inadequate, he is hereby authorized to employ, by contract or otherwise, without reference to section 3709, Revised Statutes, civil service or classification laws, or section 5 of the Act of April 6, 1914 (38 Stat. 335), and at such rates of compensation (not to exceed $25 per day for individuals) as he may determine, the services of architects, engineers, or firms or corporations thereof, and other technical and professional personnel as may be necessary.

(b) Except as may be provided in other applicable statutes, the statute above-quoted affects (1) each War Department contract for architectural, engineering, technical or professional services (i) made with any individual; or (ii) made with a firm or corporation which is engaged primarily in the business of furnishing such services, and (2) each War Department contract for the employment of the services of accountants or other experts to assist in inaugurating new or changing old methods of transacting business of the Department. Except as above stated, it does not apply to any contracts with firms or corporations for services related to the development, invention, design, procurement, production, repair, or maintenance of war supplies, matériel or facilities or for research or services concerning any such supplies, matériel or facilities, or to any other type of War Department contract.

(c) Notwithstanding anything contained in Subpart B of this part, each contract of the type described in the first sentence of paragraph (b) above, regardless of amount, and each supplemental agreement or change order making a material change in such a contract, will contain a provision stating that it is subject to the approval of the Secretary of War or Under Secretary of War and will not be binding until so approved; and such contract, supplemental agreement or change order will be forwarded by the chief of the technical service involved for approval by the Secretary of War or Under Secretary of War through the Director, Purchases Division, Headquarters, Army Service Forces. The chief of the technical service, in recommending approval, will refer specifically to the statute above quoted and will furnish a full statement of facts supporting the findings and determination required by the statute to be made by the Secretary of War (Under Secretary of War).

(d) Each such contract, supplemental agreement and change order will cite as authority the statute above quoted, the First War Powers Act, 1941, and Executive Order No. 9001.

(e) Where such contract is with an individual, it will expressly limit the compensation payable to him to not more than twenty-five dollars per day, plus additional compensation for overtime pursuant to the provisions of the War Overtime Pay Act of 1943 (Public Law 49, 78th Cong., approved 7 May 1943).

[Procurement Reg. 4]

PART 804—BONDS AND INSURANCE

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SUBPART A—GENERAL

§ 804.401 *Rescission of regulations.* Army Regulations 5–140, May 22, 1940, as amended; Army Regulations 5–220, August 7, 1940, as amended; and all other directives and instructions relating to bonds and insurance issued prior to February 1, 1943, are hereby rescinded.

§ 804.402 *Compliance with this part.* Unless otherwise specifically provided, compliance with any provision of this part or of any amendment thereto which requires a change in procedure or in any contract provision shall not be mandatory until thirty days after the issuance of such regulation or amendment.

§ 804.403 *Exceptions to requirements of this part.* Where any provisions of this part, establishes requirements the application of which is impractical in a given special case or in a particular situation, the matter should be submitted to the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces with a full statement of the facts and circumstances. That Branch has authority to make exceptions to requirements set forth in this part.

§ 804.404 *Security of insurance and bond information.* The attention of all concerned is directed to the security problem involved in insurance transactions. The following is the full text of paragraph IV of War Department Circular No. 398, 1942:

IV—Security of insurance information. 1. Effective procurement and distribution of war supplies and materials, and the efficient operation of supply and repair facilities, private and public, are essential to speedy victory and the conservation of lives and property. Every contract operation of the War Department involving a private person or organization places upon that person or organization some degree of financial responsibility for loss or damage to persons or property. A prudent business man or organization promptly seeks to pass this liability to a second party, an insurer, for a known price in order to stabilize costs.

2. Insurance underwriters customarily require detailed knowledge of the risks underwritten. In many cases insurance sources require and obtain a continuous knowledge of the operations either by reason of the insurance service facilities at the project site or through reports required by the insurance contract. These reports are used for the purpose of computing premium charges. Usually, when no service facilities are installed at the project, the policy contract makes provision for the right of examination and audit by the insurer's personnel.

3. It is essential that all concerned fully appreciate the potential value of insurance as a source of detailed and current information. Our enemies are adept at utilizing this source for intelligence purposes and over a period of time have, by devious and ingenious commercial transactions, infiltrated the world insurance structure.

4. Appropriate action is expected in the near future to reduce drastically the flow of insurance information out of the United States. This action will not eliminate the danger to security of vital information unless greater care is exercised in its dissemination and safekeeping within the United States.

5. All concerned will bring this matter to the immediate attention of private persons or organizations engaged in war projects. Management will see to it that insurers are permitted only such information as is proved to be essential to their operations, and that such information as is permitted will be kept in a safe manner. Each insurer will be required to designate its representative or representatives to whom such information will be given, and will be required to undertake that such information as is obtained will not be furnished to any other insurer or organization without the prior approval of the contractor and the Army representative in charge. In the absence of an Army representative, contractors will be advised to communicate direct with the Insurance Branch, Fiscal Division, Headquarters, Services of Supply. All concerned desiring assistance or guidance will also communicate with the Insurance Branch.

6. It is realized that insurance is a necessary adjunct to industry, and that insurers require some information in order to operate intelligently. However, indications are that great care has been exercised with respect to dissemination of information concerning vital operations, but little or no attention has been paid to the insurance source. More emphasis will be placed upon security when selecting an insurer in connection with important operations, and security will never be sacrificed for price.

The foregoing is equally applicable to bonds, and strict compliance therewith by all concerned is in the National interest.

SUBPART B—BONDS

§ 804.405 *Types of bonds.* There are set forth in this section brief descriptions of the more common types of bonds, riders, and endorsements used in connection with War Department Contracts. In certain of those paragraphs there are contained cross references to the forms of bonds, riders, and endorsements which are contained in Subpart E of this part.

(a) *Bid bond.* A bid bond is a bond accompanying a bid in which the obligor obligates himself in an amount stated (the penal sum), which obligation, it is stated, is to be void if:

(1) The bid is not withdrawn after the opening within the period specified in the bid, or, if no shorter period is specified, within sixty days; and

(2) A written contract, with such bond or bonds as may be required, is executed within ten days after the prescribed forms are presented for signature. (For form see § 804.496 (a).)

(b) *Annual bid bond.* An annual bid bond is a single bond securing all bids submitted to a designated agency during the fiscal year. Such a bond is executed in lieu of executing separate bid bonds for each bid. (For form see § 804.496 (b).)

(c) *Performance bond.* A performance bond is a bond which is executed in connection with a contract and which secures the performance and fulfillment of all the undertakings, covenants, terms, conditions and agreements contained in the contract. (For form see § 804.496 (c).)

(d) *Annual performance bond.* An annual performance bond is a single bond securing the performance and fulfillment of all the undertakings, covenants, terms, conditions and agreements of all contracts executed with a designated agency during a fiscal year. Such a bond is executed in lieu of executing separate performance bonds for each contract. (For form see § 804.496 (d).)

(e) *Payment bond.* A payment bond is a bond which is executed in connection with a contract and which secures the payment of all persons supplying labor and material in the prosecution of the work provided for in the contract. (For form see § 804.496 (e).)

(f) *Advance payment bond.* An advance payment bond is a bond which secures the performance and the fulfillment of a contractual provision for the making of advance payments of the type described in § 803.321, et seq. (For form see § 804.496 (f).)

(g) *Patent infringement bond.* A patent infringement bond is a bond which secures the performance and fulfillment of the undertakings contained in a patent clause of the type set forth in § 803.335. (For form see § 804.496 (g).)

(h) *Fidelity bond (blanket).* A fidelity bond is a bond under which the obligor agrees to indemnify an employer up to an amount stated in the bond for losses caused by dishonesty on the part of all employees except those expressly excluded by written endorsement on the bond. (For form see § 804.496 (i).)

(i) *Forgery bond or policy (depositor's form).* A forgery bond or policy is a bond or policy under which the obligor agrees to reimburse a purchaser and others named in the bond or policy (the insureds) to an amount stated in the bond or policy:

(1) For losses caused by the forging or altering of a check, draft, or similar instrument issued by or purported to have been issued by any of the insureds named in the bond or policy.

(2) For losses resulting from the fact that a check or draft has been obtained from the insureds through the device of impersonation (For form see § 804.496 (j)).

(j) *Retroactive reinstatement rider.* This rider contains a provision which is available for blanket fidelity and forgery bonds whereby after a loss has been sustained the penalty of the bond is restored to its original amount with respect to prior losses. There is contained in the bond itself a provision which automatically restores the penalty of the bond to the original amount with respect to future losses.

(k) *Waiver of restoration premium rider.* This rider contains a provision which is available for blanket fidelity and forgery bonds which has the effect of eliminating the premium charge for restoring the penalty of the bond after a loss has been sustained.

(l) *Endorsement excluding subrogation to claims against the United States.* This endorsement contains a provision which excludes any claim on the part of the surety company to be subrogated on payment of a loss or otherwise to any claim against the United States. It is required to be placed on any fidelity or forgery bond, the premium for which is either paid by the Government directly or is a reimbursable item under a cost-plus-a-fixed-fee contract.

(m) *Cancellation or change notice rider.* This rider contains a provision by which a surety agrees to notify certain named interested parties in the event that the bond is cancelled or changed in any other manner.

(n) *License or permit bond.* This is a bond which secures to a municipality or other public authority the payment of fines or the amount of any losses sustained as a result of action taken, or omitted to be taken, in violation of the terms of a license or permit. The indemnity sometimes runs to third persons in addition to the municipality.

§ 804.406 *Contract bond requirements on lump sum construction and supply contracts*—(a) *Bid bonds.* Bid bonds will not be required in connection with lump sum construction and supply contracts except when the contract was placed as a result of formal advertising and the invitation to bidders specified that the contracts were to be supported by performance and/or payment bonds. On such bonds as are required the penal sum will be in an amount deemed adequate for the protection of the United States. The maximum rates of premiums on such bonds are as follows:

(1) On construction contracts not exceeding $2,500, a premium of twenty cents per $100 of bid price, the minimum premium being $1.00;

(2) On construction contracts in an amount in excess of $2,500, a flat fee of $5.00 per bond;

(3) On supply contracts not in excess of $1,250 in amount, a premium of twenty cents per $100 of bid price, the minimum premium being $1.00;

(4) On supply contracts in excess of $1,250 in amount, a flat fee of $2.50 per bond.

The charge for a bid bond is applied as a credit against the premium for the performance bond if the contractor is the successful bidder.

(b) *Performance bonds.* The extent to which performance bonds will be required in connection with lump sum construction and supply contracts will be determined by the chief of the supply service concerned. However, the requirement of performance bonds will be the exception rather than the rule. On such bonds as are required the penal sum will be the lowest which, in the exercise of sound judgment, is deemed adequate for the protection of the United States. The maximum rates of premiums on such bonds are as follows:

(1) On lump sum construction contracts for both performance and payment bonds on the same contract with stipulated completion time not exceeding twelve months:

(i) For Class "A" construction (including dredging):

(*a*) $5.00 per thousand of the contract price up to $2,500,000 and $3.75 per thousand of the portion of the contract price in excess of $2,500,000; or

(*b*) Where the total penal sum of the performance and payment bonds is less than 10% of the contract price, $40.00 per thousand of the aggregate penal sum of both the performance and payment bonds; and

(*c*) A minimum premium in any case of $7.50 per bond.

(ii) For Class "B" construction (including highways and bridges):

(*a*) $6.65 per thousand of the contract price up to $2,500,000 and $5.00 per thousand of the portion of the contract price in excess of $2,500,000; or

(*b*) Where the total penal sum of the performance and payment bonds is less than 15% of the contract price, $45.00 per thousand of the aggregate penal sum of both the performance and payment bonds; and

(*c*) A minimum premium in any case of $10 per bond.

(2) On lump sum supply contracts (for performance bonds only) a premium of $1.00 per thousand of the contract price, the premium in no event to exceed $3.00 per thousand of the penal sum of the bond and in no event to be less than $5.00.

(c) *Payment bonds*—(1) *Lump sum construction contracts.* Payment bonds will be required in connection with all lump sum construction contracts where performance bonds are required. As a general rule payment bonds will also be required in connection with all other construction contracts which exceed $2,000 in amount. However, as to contracts where performance bonds are not required, the requirement of a payment bond may in the discretion of the chief of the supply service concerned be waived when the credit of the contractor makes the requirement unnecessary. The penal sum of payment bonds executed in connection with lump sum construction contracts will be as follows:

(i) When the contract price is $1,000,000 or less, 50 percent of the contract price;

(ii) When the contract price is in excess of $1,000,000 but less than $5,000,000, 40 percent of the contract price;

(iii) When the contract price is $5,000,000 or more, $2,500,000.

The maximum rates of premium for payment bonds executed in connection with lump sum construction contracts will be $4.50 per thousand of contract price up to $2,500,000 and $3.35 per thousand of the portion of the contract price in excess of $2,500,000; the premium in no case to exceed 3.3 percent of the penal sum of the bond. The minimum premium will be $10.00 per bond.

(2) *Lump sum supply contracts.* Payment bonds will not be required in connection with lump sum supply contracts except where, in the opinion of the chief of the supply service concerned, the requirement of such a bond would facilitate the prosecution of the war. The penal sum of the bond will be the lowest sum which in the exercise of sound judgment is deemed reasonably adequate for the protection of the United States as the representative of the suppliers of labor and materials. The maximum rates of premium on payment bonds executed in connection with lump sum supply contracts are as follows:

(i) On lump sum supply contracts of $1,000,000 or less where the penalty of the bond does not exceed 50% of the contract price: $2.25 per thousand on 50 percent of the contract price;

(ii) On lump sum supply contracts of $1,000,000 or less where the penalty of the bond exceeds 50 percent of the contract price: $2.25 per thousand of the penal sum of the bond;

(iii) On lump sum supply contracts in excess of $1,000,000 but not in excess of $6,250,000 where the penalty of the bond does not exceed 40 percent of the contract price: $2.25 per thousand on 40 percent of the contract price;

(iv) On lump sum supply contracts in excess of $1,000,000 but not in excess of $6,250,000 where the penalty of the bond exceeds 40 percent of the contract price: $2.25 per $1,000 of the penal sum of the bond;

(v) On lump sum supply contracts in excess of $6,250,000: $2.25 per thousand of the penal sum of the bond and in no event less than $5,625.

If both performance and payment bonds are required in connection with a supply contract, the rates set forth in paragraphs (b) (2) and (c) (2) represent the maximum rates of premium for each separate bond.

(d) *Advance payment bonds.* The extent to which advance payment bonds will be required in connection with lump sum construction and supply contracts is discretionary with the chief of the supply service concerned, but such bonds will be required only in the most exceptional circumstances. The penal sum of the bond will be the lowest sum which in the exercise of sound judgment is deemed reasonably adequate for the protection of the United States. The maximum rates of premium are as follows:

(1) On the first $2,500,000 advanced—$6.00 per thousand;

(2) On any sum advanced in excess of $2,500,000 and up to $5,000,000—$5.75 per thousand;

(3) On any sum advanced in excess of $5,000,000 and up to $7,500,000—$5.50 per thousand;

(4) On any sum advanced in excess of $7,500,000—$5.00 per thousand.

The above rates are computed on all moneys advanced, and are for bonds guaranteeing performance of contractual provisions covering advance payments only; they are not for guaranteeing the performance of any other contracts.

(e) *Patent infringement bonds.* (1) A patent infringement bond will not be required with respect to any contract in connection with which a performance bond has been executed.

(2) Even if a performance bond has not been executed the requirement of a patent infringement bond will be the exception rather than the rule. Where, however, a lump sum supply contract or construction contract contains a patent clause of the type set forth in § 803.335 and the financial responsibility of the contractor is unknown or doubtful, a patent infringement bond may, in the discretion of the chief of the supply service concerned, be required.

(3) On such bonds as are required, the penal sum will be the lowest which, in the exercise of sound judgment, is deemed adequate for the protection of the interests of the United States. The maximum rate of premium is $10 per thousand per annum on the penal sum of the bond. The maximum premium for the term of the bond is five annual premiums of $10 per thousand each. If the term premium is paid in advance, a discount of 20 percent is applicable.

(f) *Annual bid bonds.* The annual bid bond is not in general use for lump sum construction and supply contracts.

(g) *Annual performance bonds.* The annual performance bond is not in general use for lump sum construction and supply contracts.

§ 804.407 *Contract bond requirements for cost-plus-a-fixed-fee contracts.* (a) Bid, performance, payment, advance payment, patent infringement, annual bid and annual performance bonds will not be required for cost-plus-a-fixed-fee supply contracts, construction contracts, or contracts for the operation of Government-owned plants.

(b) *Fidelity bonds.* Fidelity bonds will be approved in connection with cost-plus-a-fixed-fee supply contracts, construction contracts or contracts for the operation of Government-owned plants only in those cases where in the opinion of the chief of the supply service concerned it is desirable to obtain the investigating and claims facilities of a surety company and such bonds are considered to be reasonably necessary for the protection of the contractor or the Government. A Primary Commercial Blanket form of bond with a rider providing for retroactive reinstatement for prior losses in the penal sum of $10,000 will be considered sufficient. The following additional clauses will be required:

(1) A rider excluding any claim on the part of the surety company to be subrogated on the payment of loss or otherwise, to any claim against the United States;

(2) A rider providing for pro rata refund of premium in the event of cancellation by the insured;

(3) A rider providing for a notice to the chief of the supply service concerned in the event of any change in or cancellation of the bond;

(4) A rider providing for investigation of all claims;

(5) A rider providing for investigation of all Class "A" employees.

There are a variety of discounts which may be applied to blanket fidelity insurance under certain circumstances. A 30% class discount may be applicable to the class A employee premium charge, depending on the nature of the assured's contracts on hand when the bond is written or renewed. A 10% general discount may be applicable to the combined class A and class B employee premium charge for a Primary Commercial Blanket Bond, depending on the number of employees involved and the amount of the bond. An experience discount ranging as high as 25% may be applicable to the final premium, depending on the size of the premium and the amount of claims or losses incurred. Therefore, when blanket fidelity insurance is purchased, carriers should be cautioned to apply all appropriate discounts.

When, pursuant to § 804.409 (c) hereof, a duplicate of the fidelity bond or policy is forwarded to the Contract Insurance Branch, Special Financial Services Division, Headquarters, Army Service Forces, it will be accompanied by (i) a statement showing what percentage of the name assured's total volume of contracts for all departments and agencies of the Government is cost-plus-a-fixed-fee, (ii) a classification of the employees showing the number placed in A, B, and C classes, and (iii) if available a complete computation of the premium charge or proposed premium charge. Upon receipt of this data the Contract Insurance Branch will advise the service concerned if the premium has not been correctly computed.

(c) *Forgery bonds.* This type of bond will be approved in connection with cost-plus-a-fixed-fee supply contracts, construction contracts or contracts for the operation of Government-owned plants only in those cases where, in the opinion of the chief of the technical service concerned, the operation of the contract requires the employment of a large number of new employees who may be inexperienced in the proper method of handling accounting matters and where the contractor concerned transacts the greater part of his business by checks. If, in such a case, it is determined that a forgery bond or policy is desirable to obtain the investigating and claims facilities of a surety company and is considered reasonably necessary for the protection of the Government or the contractor, a forgery bond or policy with a retroactive reinstatement rider may be approved in the penal sum of $10,000. This sum is considered sufficient. The clauses referred to in paragraph (b) (1) to (b) (4) will be required.

(d) *License and permit bonds.* These types of bonds will be approved only in those cases where in the opinion of the chief of the technical service concerned such bonds provide a necessary protection to the Government or to the contractor against liability to third parties or where failure to provide such bonds would constitute a violation of an applicable ordinance or statute of a municipality or other public authority.

(e) *Endorsement excluding subrogation to claims against the United States.* In every case where a contract requires the United States to pay the premium, either directly or by way of reimbursement, on a bond, the bond will contain an endorsement or other recital excluding by appropriate language any claim on the part of the surety to be subrogated, on payment of a loss or otherwise, to any claim against the United States.

§ 804.408 *General policy as to rates.* The rates referred to in § 804.406:

(1) Are maximum rates. Where a surety charges less than the rates shown in said section, care should be observed

that the savings resulting therefrom are reflected in the contract price.

(2) Apply to both prime contracts with the War Department and subcontracts thereunder.

(3) Apply to all bonds which were executed on or after August 28, 1942 in connection with contracts of the types referred to in § 804.406.

(4) Apply to the increased amount of any contract, the amount of which is increased on or after August 28, 1942.

(5) Are based on a stipulated completion time not exceeding twelve months on Class "A" and Class "B" construction contracts.

(a) *Bond premium computation on terminated contracts.*—(1) Premium on the bonds described in § 804.406 (b) and (c) (except in certain instances mentioned in such paragraphs where the rate is applied to the penalty of the bond or bonds) is determined by multiplying the appropriate rate of premium by the final contract price, that is, the total remuneration received by the contractor after final settlement. The rule followed by the surety industry generally is as follows:

> The "contract price" on which premium is computed means the whole sum of money or other reimbursement which has passed from the owner to the contractor when final settlement between the two has been made, excluding any bonus for "time". If this sum is different from the original estimate, premium must be adjusted accordingly, either by a refund of part of the original premium by the surety if the original estimate was larger than the actual contract price, or by payment of additional premium by the contractor if the original estimate was smaller than the actual contract price. (Towner Rating Bureau bond manual—page 47.)

Accordingly, when a contract is terminated short of original estimate, the decrease in contract price requires that an adjustment in bond premium be taken into account when final settlement is made. Such adjustment (or return premium) on a contract decrease is ascertained by subtracting from the original premium the amount of premium developed in multiplying the appropriate rate by the terminated contract price. By "appropriate" rate is meant the rate that would have been used for a contract in the amount of the terminated contract price at the time the original contract was awarded. Care should be observed in connection with construction contracts in excess of $2,500,000 in amount for the reason that prior to 28 August 1942 such contracts were accorded special rates of a graduated nature, depending on the size of the contract and the performance time involved. Subsequent to 28 August 1942 special rates have been promulgated for construction contracts where performance time required more than twelve months. In any case where doubt exists or special circumstances are believed involved, full details together with the recommendation of the chief of the technical service will be forwarded to the Contract Insurance Branch, Special Financial Service Division, Headquarters, Army Service Forces, for review and advices.

(2) Premium on bonds required in support of War Department contracts other than those described in § 804.406 (b) and (c) is determined by various methods, depending on the nature of the bond or contract involved. As a general rule, adjustment of bond premium is in order where a contract is terminated short of completion. Especially is this true where the bond premium is included in the contract price as an item of cost. In any case where doubt exists or special circumstances are believed involved, full details together with the recommendation of the chief of the technical service will be forwarded to the Contract Insurance Branch, Special Financial Services Division, Headquarters, Army Service Forces, for review and advices.

(3) Premium on fidelity and forgery bonds furnished in connection with cost-plus-a-fixed-fee contracts is paid for a certain period of time, which is generally one year. There is attached to each such bond a rider providing for pro rata refund of premium on a calendar day basis when the bond is canceled upon contract termination.

§ 804.409 *Filing and examination of bonds and consents of surety.* (a) All bonds of the types described in § 804.405, will be executed in duplicate.

(b) (1) The original of all surety bonds required by the various elements of the War Department (except as hereinafter provided in subparagraph (3)) will be forwarded to The Judge Advocate General. The latter will examine them as to legal sufficiency and as to form and execution. In the case of corporate sureties he will examine them to ascertain whether the corporate officials who purported to execute the bonds on behalf of the corporate sureties had authority to do so; and in the case of individual sureties he will examine them to ascertain whether the affidavit of justification and the certificate of sufficiency of the surety or sureties are in accordance with regulations. The Judge Advocate General will then forward the bond to the proper office for filing. To assist in this, it is important that the forwarding office indicate clearly on the front page of the bond the Army Audit Branch of the General Accounting Office to which the bond should be sent (see § 803.317b (a) and (b)). The duplicate will be retained and filed in the office to which it pertains or which authorized its acceptance.

(2) Consents of surety will be handled in the same manner as bonds, except that for more expeditious handling they may be forwarded in blank to the Office of The Judge Advocate General which will have them executed in Washington under the Expediter Plan and then approve them.

(3) The following bonds will not be forwarded to The Judge Advocate General:

(i) Bid bonds (except annual bid bonds). The original and duplicate numbers will be retained in the office to which they pertain or which authorized their acceptance.

(ii) Blanket fidelity and forgery bonds. Refer to paragraph (c) for filing of duplicates.

(iii) All bonds required by Army Regulations to be filed elsewhere than at the War Department. The orginal and duplicate will be retained in the office to which they pertain or which authorized their acceptance.

(c) The duplicate of all fidelity and forgery bonds will be forwarded to the Contract Insurance Branch, Special Financial Services Division, Headquarters, Army Service Forces, for examination and filing.

§ 804.410 *Bonds executed by receivers, trustees, administrators, guardians, or executors as principal obligors.* (a) Receivers, trustees, administrators, guardians or executors are officers of the court which appointed them. Their powers are limited to those specified in the court order appointing them. Accordingly, when a bond is executed by such an officer of a court, a duly authenticated copy of the court order showing his authority to execute the bond should be obtained.

(b) All bonds executed by such a court officer should commence substantially as follows:

> I (we) John Doe (and _____) as executor (s) (administrator (s)) of the estate of _____, deceased (trustee (s) of _____) (receiver (s) _____).

(c) The execution should be prepared and signed by such court officer in the blank space provided for the signature of the individual obligors and should be in substantially the following form:

> John Doe (and_____) as executor(s) (administrator(s) of the estate of _____deceased (trustee(s) of_____) (receiver of _____).

(d) In the case of a bond executed by the receiver of a corporation, the corporate seal should not be affix inasmuch as the bond is not the bond of the corporation itself, but a bond executed by the receiver on behalf of the estate of which he is receiver.

(e) Bonds executed by a receiver or trustee which may extend beyond the term of his appointment, and all bonds executed by administrators or executors will not in general be acceptable, unless the court has entered a specific decree authorizing the type of bond in question, or unless in the general decree appointing the officer the court has specifically granted authority to execute the type of bond in question. In either event a duly authenticated copy of the court order should be attached to the copy of the copy of the bond.

§ 804.411 *Bonds executed by limited partnerships as principal obligors.* If the principal obligor is a limited partnership the individual names and residences of the general and limited partners will appear in the body of the bond with a recital that they are general and limited partners respectively. The limited partnership shall be named, the location of its business specified, and the bond shall be executed in the name of the limited partnership by all of the general partners with a recital that they are general partners and by such general partners as individuals.

§ 804.412 *Reports.* The chief of each technical service will submit to the Chief of the Contract Insurance Branch, Special Financial Services Division, Headquarters, Army Service Forces, a data sheet in connection with each contract in support of which a bond is required. The form of this data sheet is set forth in § 804.496 (l).

SUBPART C—SURETIES ON BONDS

§ 804.415 *Definition of consent of surety.* A consent of surety is an instrument by which the surety or sureties on a bond or bonds supporting a contract:

(a) Consent to a supplemental agreement which modifies or amends the contract, or

(b) Consent to a change order making an authorized modification.

§ 804.416 *Requirement.* The circumstances under which consents of sureties are required are set forth in § 803.314.

§ 804.417 *Forms.* The form of consent to be used in cases where an advance payment provision was added by supplemental agreement subsequent to the original execution of the contract is set forth in subparagraph (2) of § 804.496 (h).

The forms of consent to be used in all other cases is set forth in subparagraph (1) § 804.496 (h).

(a) *Filing and examination of consents of surety.* See § 804.409 (b).

§ 804.418 *Procedure for accomplishing execution of consent or correction of bonds and consents.* There are two procedures for obtaining the execution of consents. Either may be used but it is suggested that the so-called "expediter plan" expedites the handling of these matters particularly where a number of co-sureties are involved. On occasion, use of the so-called "standard plan" has resulted in considerable delay in obtaining consents or correction of bonds. Accordingly, the expediter plan is recommended. The following is a description of the two procedures:

(1) *Expediter plan.* There has been established in Washington at the Office of the Association of Casualty and Surety Executives, Washington Building, an arrangement whereby either Mr. Howard M. Starling or Mr. Charles M. Walker, on his sole unwitnessed signature, will execute consents of surety and make corrections in bonds and consents in compliance with requests originating either in Washington or in the field offices. These representatives of the surety industry have been so empowered by all of the surety companies on the Treasury Department List and authenticated evidence of their authority as above described has been filed with Office of The Judge Advocate General and with the Section of Surety Bonds, Treasury Department. Whenever a supply service desires to avail itself of the expediter plan, it should transmit an unexecuted consent or the incorrect bond or consent in the manner described in subparagraph (2) of § 804.410 (b) to the Office of The Judge Advocate General. That office will get in touch with Mr. Starling or Mr. Walker who will handle all the details for the surety companies concerned and will execute or correct the instrument. The Office of The Judge Advocate General will then handle the document in the manner set forth in § 803.314 (d).

(2) *Standard plan.*—If the expediter plan is not used, the request for a consent or for a correction of a bond or consent should be made directly to the surety company concerned or its representative.

§ 804.419 *Corporate sureties.*—(a) *Corporate surety acceptability requirements.* In order to be acceptable to the War Department, the corporate surety must have obtained from the Secretary of the Treasury authority to do business under the Act of August 13, 1894 (28 Stat. 279), as amended by the Act of March 23, 1910 (36 Stat. 241); 6 U. S. C. 8; M. L. 1939, sec. 534. A list of the corporations approved by the Secretary of the Treasury is published semi-annually by the Treasury Department as Form No. 356 (Section of Surety Bonds). This list indicates the maximum penal sum in which any corporate surety may underwrite any one obligation. Any corporation whose name is on this list is acceptable within the limits of such approval. The chiefs of the supply services are responsible for distributing copies of the list. It may be procured through The Judge Advocate General to whom a requisition for the requirements of each supply service should be sent semi-annually on or before March 15 and September 15.

(b) *Qualifications of agents and corporate sureties.* Corporate sureties should forward to The Judge Advocate General, Washington, D. C. for filing: powers of attorney or certified copies of resolutions of their Boards of Directors or Trustees authorizing their officers or agents to execute bonds, and certificates evidencing the revocation of authority previously granted to execute bonds.

(c) *Corporate co-sureties.* More than one corporate surety may be accepted as surety upon any recognizance, stipulation, bond, or undertaking in connection with either supply or construction contracts, provided that in no case will the liability of any such co-surety exceed the maximum penal sum in which the corporate surety is qualified to underwrite any one obligation. On bonds covering supply contracts where the amount of the bond is greater than the underwriting limitation of the corporate surety, the latter may reinsure with a corporation on the acceptable list of corporate sureties and having the required underwriting capacity. Reinsurance agreements are not acceptable in connection with construction contracts. As indicated by the forms of bonds (see paragraphs (c) (5), (e) (4), and (f) (5) of § 804.496), it is not necessary that corporate co-sureties obligate themselves for the full amount of the bond. Each corporate surety may, by setting forth the limit of its liability in the bond as a definite and specified sum, limit such liability. In all cases the liability shall be limited to the maximum penal sum in which the corporate surety is qualified to underwrite any one obligation. As further indicated by the aforementioned forms, the sureties must, however, bind themselves "jointly and severally" for the purpose of allowing a joint action or actions against any or all of them.

§ 804.420 *Individual sureties.*—(a) *Acceptability.* Individual sureties are acceptable for all types of bonds other than fidelity and forgery bonds, provided that they meet the requirements specified in paragraph (c) and in paragraph (e) of this section.

(b) *Number.* If individual sureties are used there shall be at least two responsible individuals on each bond.

(c) *Citizenship.* (1) Except as prescribed in subparagraph (2) individual sureties will be citizens of the United States.

(2) Sureties on bonds executed in foreign countries, the Canal Zone, Porto Rico, Hawaii, Alaska or any other possession of the United States, to secure the performance of contracts entered into those places need not be citizens of the United States. However unless they are citizens of the United States they must be domiciled in the country, territory or possession where the contract is to be performed.

(d) *Extent of liability.* The liability of each individual surety shall extend to the entire penal amount of the bond, except that when more than two sureties are furnished, the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces, may authorize special provision with respect to the extent of liability.

(e) *Justification.* Individual sureties will each justify in an amount not less than the penal amount of the bond.

(f) *Stockholders as sureties.* In connection with any bond of which a corporation is the principal obligor, a stockholder of that corporation is acceptable as a surety on the bond: *Provided,* That his net worth exclusive of his stock holdings in the corporation is equal to the amount for which he justified: *And provided further,* That such fact is expressly stated in his affidavit of justification.

§ 804.421 *Partnerships as sureties.* A partnership or other unincorporated association, as such, will not be accepted as a surety. The individual members of the partnership or association may, of course, if they meet the requirements of paragraphs (c) and (e) of § 804.420 qualify as sureties. Individual members of a partnership or association will not, however, be acceptable as sureties on bonds under which the partnership or association, or any co-partner or member thereof, is the principal obligor.

§ 804.422 *Substitution or replacement of a surety.* In case of financial embarrassment, failure or other disqualifying cause on the part of a surety under a bond the chief of the supply service concerned will require the substitution of a new surety satisfactory to him.

§ 804.423 *Options in lieu of sureties on bonds.* Under the conditions set forth in paragraphs (a) and (b), United States bonds or notes, certified checks, money orders or currency may be deposited in lieu of furnishing sureties on bonds.

(a) *United States bonds or notes.* (1) Under the provisions of the act of February 24, 1919, as amended, any person required to furnish a bond executed by him as principal obligor has the option, in lieu of furnishing sureties on his bonds, of depositing United States Liberty bonds or other bonds or notes of the United States except as provided in subparagraph (2) (iii) below at a sum equal at their par value to the penal amount of the bond (Act of February 24, 1919, ch. 18, sec. 1320, as amended; 6 U.S.C. 15; M.L. 1939, sec. 540).

(2) Procedure: The procedure for carrying out the authority conferred by the above mentioned act, is contained in Treasury Department Circular No. 154, issued under date of February 6, 1935. In general, the procedure is as follows:

(i) The contracting officer is the "bond approving officer" who will turn over the securities deposited with him to the local disbursing officer for safekeeping. The disbursing officer will receipt for the securities in duplicate on Form D, Treasury Department Circular No. 154.

(ii) Instead of retaining the securities turned over to him, the disbursing officer may deposit them with the Treasury of the United States, a Federal Reserve Bank, a branch of the Federal Reserve Bank, having the requisite facilities, or other depository duly designated for that purpose by the Secretary of the Treasury. The procedure is set forth in more detail in Treasury Department Circular No. 154.

(iii) United States Savings bonds may only be pledged in lieu of furnishing sureties, when the bond approving officer is the Secretary of the Treasury. The acceptance by a War Department contracting officer of United States savings bonds is thus precluded.

(iv) Treasury Certificates of Indebtedness are not acceptable in lieu of furnishing sureties.

(b) *Certified checks, money orders or currency.* Any person required to furnish a bond executed by him as principal obligor has the option in lieu of furnishing sureties on his bond, of depositing a certified check, a Post Office money order or currency provided that the penal sum of the bond is not in excess of $50,000. The following procedure will be followed:

(1) Certified checks or Post Office money orders will be drawn to the order of the Treasurer of the United States.

(2) Certified checks, Post Office money orders and currency accepted by the contracting officer in lieu of sureties on a bond will be promptly turned over to the local disbursing officer and deposited by him in a special deposit account. A certificate as to this action will be executed by the disbursing officer and attached to the original bond.

(3) The amount of the security deposited will be refunded to the contractor when the obligation of the bond has by its terms ceased.

SUBPART D—INSURANCE

General

§ 804.431 *General policy.* Insurance coverages will be authorized or required only in those instances where public policy or interest makes it desirable to use the organization, facilities or other services of the insurance industry, or where a commingling of property and operations or circumstances of ownership make the carrying of insurance reasonably necessary for the protection of the several interests concerned.

§ 804.432 *Exclusion of subrogation.* In every instance where a contract requires the United States to pay the premium either directly or by way of reimbursement on an insurance policy, the policy will contain an endorsement or other recital excluding by appropriate language any claim on the part of the insurer to be subrogated, on payment of a loss or otherwise, to any claim against the United States. For contract language see § 803.365 (c).

Insurance in Connection With Cost-Plus-a-Fixed-Fee Contracts

§ 804.434 *Insurance on Government-owned property.* (1) No insurance covering loss or destruction of or damage to property, legal title to which is in the United States and which is to be used in connection with a cost-plus-a-fixed-fee contract, will be required or authorized without the prior approval of the Contract Insurance Branch, Special Financial Services Division, Headquarters, Army Service Forces. To implement this policy of self-insurance on government-owned property, there shall be included in the contract, the clause set forth in § 803.365 (a). The policy of self-insurance rests to a large degree upon savings to the Government obtained by eliminating the cost of insurance which otherwise would be added to the contract price.

(2) Where it is considered advisable to impose specific standards of care such as an obligation to keep the facilities in good operating condition and repair and to make all necessary repairs and replacements, a clause to this effect may be included in the contract.

(a) *Procedure to be followed in the event of loss or destruction of or damage to property of the Government in the possession or control of contractors (or subcontractors).* (1) In the event of loss or destruction of or damage to property of the Government in the possession or control of contractors (or subcontractors), it is of the utmost importance that immediate action be taken so that the property will be conserved and production will suffer the least interruption. Contractors are generally not in a position to handle losses with maximum efficiency and War Department personnel may not be available or equipped to give all the required attention to such a problem.

(2) Accordingly, upon the happening of loss or destruction of or damage to Government property, the prescribed contract article § 803.365 (a) requires the contractor (or subcontractor) to give notice to and employ the services of a loss and salvage organization designated by the contracting officer (unless the contracting officer directs that no such organization be employed).

(3) The loss and salvage organizations referred to are the Fire Companies Adjustment Bureau, Inc., The Western Inspection and Adjustment Company, or the Underwriters Adjustment Company (hereinafter or elsewhere designated as loss and salvage organization). A list of the offices of these organizations with telephone numbers, is set forth in § 804.498. Their services will be rendered to contractors (or subcontractors) under a schedule of rates filed with the War Department and intended to cover costs without allowance for profit.

(4) Each office has been instructed to respond immediately to requests of contractors in connection with loss or destruction of or damage to Government property while at fixed locations or in course of transit, and thereafter investigate the damage or loss, prevent the accrual of further damage or deterioration, eliminate hazards to life or other property, clear debris, locate and remove property to appropriate places of storage or erect suitable shelter therefor and otherwise conserve and protect all possible salvage. In the event of catastrophic loss, the loss and salvage organizations may procure the services of others and temporarily augment their own staffs so that the loss may be handled with the utmost dispatch and efficiency. The organization so employed will report as may be appropriate to the contracting officer or to the contractor, and generally will operate under the regulations and the specific instructions of the contracting officer.

(5) The prevention of further and progressive loss to damaged property, its repair or disposal, are steps which are related and which are, in commercial practice, generally combined into one series of operations performed or directed by one organization. Where, under the prescribed contract article (§ 803.365 (a)), the contractor (or subcontractor) has undertaken, if and as directed by the contracting officer, to make repairs and renovations, it may be to the advantage of the Government to request the contractor to employ the loss and salvage organization to assist in repair and renovation. Similarly, under the contract clause set forth in § 803.363, assistance may be sought from the loss and salvage organization in respect to disposal of damaged Government property.

(6) In the event that the Government property is located in an area outside of the United States, where none of the above organizations has resident representatives reasonably accessible, there will be included in the contract the clause set forth in Note 4, § 803.365 (a) and in the event of loss, the contracting officer will supervise and enforce the discharge of the contractor's obligations.

§ 804.435 *Waiver of Defense Plant Corporation insurance requirements.* (a) Where cost-plus-a-fixed-fee contracts are being performed in facilities owned by the Defense Plant Corporation and leased to a contractor, the contractor is required by the terms of the lease to procure and maintain at his own expense fire and supplementary coverage on special forms. The Defense Plant Corporation is named as the insured on such policies. Inasmuch as the cost of such insurance is ultimately borne by the Government as a reimbursable item of cost, arrangements have been made with the Defense Plant Corporation pursuant to which that corporation has agreed to waive its insurance requirements in specific cases where it is requested to do so by the War Department. In such cases the War Department agrees that neither the failure to carry insurance nor any ensuing damage to or destruction of the facility will relieve the War Department of its existing obligation to the Defense Plant Corporation under take-out letters.

(b) In all cases where a definite saving in cost to the Government can be effected by eliminating Insurance requirements of the Defense Plant Corporation, the Contract Insurance Branch, Special Financial Services Division, Headquarters, Army Service Forces, will be advised promptly of the following: (1) name of contractor; (2) number of contract; (3) type of contract; (4) location of facility involved; (5) the plancor or lease number; (6) the estimated saving, if the same can be estimated; and (7) the recommendation of the chief of the technical service. The Defense Plant Corporation will then be requested by the Contract Insurance Branch, in appropriate cases, to waive its insurance requirements.

§ 804.436 *Casualty insurance.* Cost-plus-a-fixed-fee contractors, including, but not limited to, constructors, architect-engineers, architect-engineer managers, operators, and suppliers will be required to procure and maintain the insurance specified in paragraphs (a) to (c) which, where practicable, will cover the operation of the prime contractor, cost-plus-a-fixed-fee subcontractor, and such other contractors or subcontractors for which provision is made in § 804.460.

(a) *Workmen's compensation insurance:* This coverage will be required as follows:

(1) In jurisdictions where there are workmen's compensation laws, either mandatory or elective:

(i) Statutory coverage, plus

(ii) In jurisdictions where the workmen's compensation law does not cover all occupational diseases, occupational disease coverage by endorsement for limits of $50,000 per person in any one case; and, subject to that limit for each person, for an aggregate limit of $100,000 for each year of the policy period;

(iii) In those jurisdictions where there is a "per accident" limitation of coverage under paragraph 1 (b) of the policy, an endorsement providing a $100,000 limit for each accident; and

(iv) In those jurisdictions where there is a "per person" limitation of coverage under paragraph 1 (b) of the policy, an endorsement providing a $50,000 limit for each person;

NOTE: In certain states the occupational disease aggregate limit is determined by the occupational disease premium. If such basic aggregate limit is less than $100,000 the lowest multiple thereof necessary to increase the aggregate limit to $100,000 will be used.

(2) In jurisdictions where there are no workmen's compensation laws, or where workmen's compensation insurance is carried in a State Fund, which Fund does not afford complete coverage as herein required, employers' liability insurance, including occupational diseases coverage for limits of $50,000 per person in any one claim and, subject to that limit for each person, $100,000 for two or more persons in any one accident and an aggregate limit of $100,000 for each year of the policy period for occupational disease claims.

(b) *General liability insurance.* This insurance will be required with limits of $50/100,000 for bodily injury liability on the comprehensive policy form. The policy will be endorsed to include coverage of aircraft and water craft operations by elimination of any exclusions of such coverage contained in the policy.

(c) *Automobile public liability and property damage insurance.* This insurance will be required with limits of $50/100,000 for bodily injury liability and $5,000 for property damage liability on the comprehensive policy form covering all owned, non-owned, and hired automobiles which will be used in connection with the work to be done under a cost-plus-a-fixed-fee contract and which are not used exclusively on the premises at which the work under such contract is performed.

(d) *Self-insurance.* Self-insurance by cost-plus-a-fixed-fee contractors, in lieu of the requirements outlined in paragraphs (a) to (o), will not be approved except in unusual circumstances and then only after approval is obtained from the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces. Where the contractor requests and the chief of the technical service deems it desirable, that workmen's compensation insurance be provided by self-insurance, there will be submitted to the Insurance Branch the following:

(1) A duly authenticated copy of the authority to self-insure from the state or political subdivision having jurisdiction, if such authority is required by law;

(2) A detailed statement of the method or plan of self-insurance to be used and of the safety, claim and medical facilities which will be provided, including the cost thereof.

(e) *Insurance requirements for lump-sum subcontractors.* (1) Lump-sum subcontractors will provide the contractor and the contracting officer with a certificate of insurance evidencing the fact that workmen's compensation, public liability and automobile liability and property damage insurance are carried with an acceptable insurance carrier covering operations in connection with the project, and that termination or alteration of the coverages enumerated on the certificate of insurance will not be made without ten days' prior notice of such termination or alteration to the chief of the technical service concerned. Limits of insurance should be at least equal to those required of the prime contractor. Where authenticated evidence of authority to self-insure workmen's compensation and ability to respond in damages can be shown to the satisfaction of the chiefs of the technical services, the above requirements may be waived.

(2) For the purposes of subparagraph (1) the term "subcontractor" is defined as any individual, partnership, association, corporation, estate, trust or other business enterprise or legal entity which has undertaken, pursuant to a purchase order or by agreement with the prime contractor, to perform on the prime contractor's premises all or any part of the work or to make or furnish on such premises any article (other than raw materials or standard or commercial articles) required for the performance of the prime contract. By the term "prime contractor's premises" is meant the premises, under the control of the prime contractor, at which the work under the prime contract is to be performed.

§ 804.437 *Miscellaneous insurance.* The chiefs of the supply services may consider that other forms of insurance are necessary in special instances. The circumstances under which these forms of insurance may be authorized are described in paragraphs (a) to (j). In general, the authorization of any of these forms of insurance will be the exception rather than the rule.

(a) *Payroll robbery, hold-up, and safe burglary insurance.* This form of insurance will be approved only in those cases where substantial sums of money are in the care, custody, and control of the contractor in isolated areas where normal protection, which would be available in a stabilized situation, is lacking, or where a commingling of property and operations or circumstances of ownership make the carrying of insurance reasonably necessary for the protection of the several interests concerned.

(b) *General liability insurance for damage to property of others.* This form of insurance will be approved only in those cases where the operations conducted are of such a nature that an accident might reasonably involve extensive destruction of properly belonging to others, and it is considered desirable to obtain the experienced claims and investigating services of a reliable insurance carrier. When such insurance is authorized there will be provided a limit of $50,000 per accident and an aggregate limit of $100,000 for each year of the policy period. It is anticipated that this form of coverage will be necessary only for contractors engaged in the manufacture or handling of high explosives and in certain cases of aircraft operations.

(c) *Products liability insurance.* This form of insurance may be authorized in instances where a contractor under authority of its contract operates a commissary or other similar facility for dispensing food. Such insurance, when authorized, will be by endorsement to the general liability policy and will provide a limit of $50,000 per person in any one accident; and, subject to that limit for each person, $100,000 for injuries sustained by two or more persons in any one accident; and, subject to the foregoing limits, an aggregate limit of $100,000 for all accidents during each year of the policy period.

(d) *Contractual liability insurance.* This form of insurance is provided in the Comprehensive general liability policy

§ 804.438 *Group insurance.* Group insurance plans and such other forms of insurance as are provided voluntarily to employees in order to indemnify them in

quire cost-plus-a-fixed-fee contractors and their subcontractors to whom this plan is applicable to:

of such policies covering the cost-plus-a-fixed-fee contract are not greater than the maximum factors set forth in para-

included so as to include the face amount of claims approved for payment, with a deduction for the commuted value of

(ii) *Conversions.* An insuring company may elect to have the percentage of 3.75 percent reduced to 2.25 percent for life insurance and include in lieu of the

only in those instances where public policy or interest makes it desirable to use

referred to are the Fire Companies Adjustment Bureau, Inc., The Western In-

Corporation is named as the insured on such policies. Inasmuch as the cost of

(d) *Contractual liability insurance.* This form of insurance is provided in the Comprehensive general liability policy where a contractor or subcontractor has assumed liability under:

(1) A lease of premises,
(2) An easement agreement,
(3) An agreement required by municipal ordinance,
(4) A sidetrack agreement, or
(5) An elevator or escalator maintenance agreement.

Where a contractor or subcontractor is authorized to assume and has assumed liability under an agreement other than one of those referred to in the preceding sentence and the chief of the technical service deems that insurance for the assumed liability is necessary, a copy of such agreement, together with full details and the recommendation of the chief of the technical service, will be forwarded to the Contract Insurance Branch, Special Financial Services Division, Headquarters, Army Service Forces for appropriate action.

(e) *Boiler and machinery insurance.* (1) This form of insurance will not be authorized. It may be desirable to arrange for boiler inspection service.

(2) *Boiler inspection service:* When a cost-plus-a-fixed-fee contractor is performing his contract in a plant containing a number of boilers or other pressure vessels, it is generally desirable that such boilers or other pressure vessels receive periodic inspections. This is in the interest of continuous and safe operation. Accordingly, the chief of the technical service may authorize the use of the boiler inspection service contract by such a contractor (for form see § 804.497 (aa)). When practicable the boiler inspection service of the insurance company carrying the workmen's compensation insurance of the contractor will be used provided that such carrier has a fully qualified and experienced boiler inspection department. Otherwise, some other qualified insurance carrier will be selected.

(f) *Ocean or inland marine insurance.* These forms of insurance will not be required or authorized except in those cases where the procurement of certain types of such insurance is desirable or necessary for the protection of the contractor or the Government. In such cases the chief of the technical service concerned will submit the following data to the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces:

(1) Name of contractor.
(2) Number of contract.
(3) Type of contract.
(4) Full information and details of the facilities or property, including description, its use and the voyage or location.
(5) The type of insurance protection requested, the rates for same, and the reasons why deemed necessary.

(g) *Marine war-risk insurance.* See § 804.461 and following.

(h) *Fidelity bonds.* See § 804.407 (b).

(i) *Forgery bonds.* See § 804.407 (c).

(j) *License and permit bonds.* See § 804.407 (d).

§ 804.438 *Group insurance.* Group insurance plans and such other forms of insurance as are provided voluntarily to employees in order to indemnify them in the event of disabilities, dismemberments, hospitalizations or surgical treatments and to provide payments in the event of old age or death will be governed by the provisions set forth in paragraphs (a) to (f) of this section.

(a) All programs providing insurance of the character referred to in above in this section will be subject to the written authorization of the contracting officer.

(b) In determining proper standards for the type of group insurance benefits to be offered, unless there is substantial reason for providing otherwise, such plans will be consistent with the general employee relations policies existent throughout the contractor's organization or in conformity with approved agreements made as a result of collective bargaining with employees' representatives.

(c) If in the opinion of the chief of the technical service concerned the existing plan of group insurance is, in the light of paragraph (b), undesirable for the cost-plus-a-fixed-fee contractor, there shall be forwarded a full description of the plan desired by the contractor, together with the recommendation of the chief of the technical service to the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces, for appropriate decision.

(d) If a particular cost-plus-a-fixed-fee contractor, because his organization is of recent origin or for any other reason, has not previously provided a plan of group insurance and now desires to take out such insurance the following information will be forwarded to the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces: (1) A statement as to whether such insurance is common to the industry and to the community; (2) the purposes for which the group insurance plan is needed at the particular plant; (3) any other pertinent information; and (4) the recommendation of the chief of the technical service concerned.

(e) Different considerations are involved for group annuities, and for other insurance not purchased under a group insurance policy. When it is desirable in the opinion of the chief of the technical service concerned to provide such insurance, a request for prior approval will be forwarded to the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces, together with the following information: (1) A complete outline of the hazards involved; (2) the number of personnel involved; (3) the nature and probable duration of the coverage; (4) any other pertinent information; and (5) the recommendation of the chief of the supply service concerned.

(f) War Department Group Insurance Rating Plan: The War Department Group Insurance Rating Plan, which is set forth in § 804.440, is to be applied as provided in said paragraphs on and after March 1, 1943, in accordance with § 804.439.

§ 804.439 *Procedure.* The chief of each supply service concerned will require cost-plus-a-fixed-fee contractors and their subcontractors to whom this plan is applicable to:

(1) Immediately request their insuring companies to attach to the policies involved a War Department Group Insurance Rating Plan Endorsement. Copies of all such requests will be obtained, and forwarded to the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces.

(2) Request the insuring companies to furnish immediately to the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces, all details pertinent to underwriting properly the policies involved.

(a) *Effective date of plan.* A careful review of the group insurance program which is involved in each case will be made by the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces, and, upon completion of such review, the supply service concerned will be advised of the date on which the War Department Group Insurance Rating Plan is to be effective in each particular case.

(b) *Application for plan to be made immediately.* There will be certain cost-plus-a-fixed-fee contractors and subcontractors involved in this program, particularly those whose cost-plus-a-fixed-fee operations are commingled with lump sum or private operations, for whom it will be necessary to have the group insurance program carefully correlated with existing conditions; and there may be certain legal steps involved which will have to be fully explored. It is desired, therefore, that each contractor and subcontractor involved be required to make application immediately to the insuring companies for the War Department Group Insurance Rating Plan Endorsement, irrespective of the renewal dates of their policies.

(c) *Applicability of plan.* It is contemplated at this time that the War Department Group Insurance Rating Plan will be applied only in connection with policies covering cost-plus-a-fixed-fee contractors' employees when the work is either 100 percent cost-plus-a-fixed-fee or when the cost-plus-a-fixed-fee operations are physically separated from other operations of the contractor, either private or lump sum. There may be cases, however, where, pursuant to a review of the commingled operations, it will be possible to apply the rating plan.

(d) *Review by Insurance Branch.* Prior to the final acceptance of renewals or new purchases of group insurance, all such renewal or new purchase programs, together with the pertinent data, will be referred to the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces, for approval.

§ 804.440 *Description of plan—(a) General requirements.* On and after March 1, 1943, renewal of existing group insurance policies or the purchase of new group insurance policies, so far as cost is concerned, for prime cost-plus-a-fixed-fee contractors and cost-plus-a-fixed-fee subcontractors thereof, will be authorized only if the factors which the insuring company uses for that portion

of such policies covering the cost-plus-a-fixed-fee contract are not greater than the maximum factors set forth in paragraphs (d) to (g), except that:

(1) The provisions of this section shall apply only to such policies under which more than 500 employees, operating under the cost-plus-a-fixed-fee contract, have been insured either on the effective date, if such policy is issued on or subsequent to March 1, 1943, or on any renewal date on or subsequent to that date irrespective of when the policy was issued. irrespective of when the policy was issued.

(2) If the contractor desires to renew existing group insurance policies or to purchase new group insurance policies with or from an insuring company which uses factors greater than herein set forth, the United States shall not make, nor be liable for, reimbursement in an amount greater than would result from calculation in accordance with the provision of this section, but no authorization shall be granted in any case if the pool reserve (subparagraph (2) of paragraph (g)) is not established and maintained exactly as specified herein.

NOTE: If the contractor does not desire to renew existing group insurance policies with an insuring company which refuses to issue a War Department Group Insurance Rating Plan Endorsement, the contractor's cost for the terminating year will be reimbursed in accordance with his contract.

(b) *Experience refund.* When the amount resulting from use of all factors is less than the earned premium according to the premium rates in force for the period for which calculation is made, the excess shall be returned by the insuring company to the contractor within two months of the date of calculation, except as otherwise provided in the succeeding paragraphs.

(c) *Premium limitations.* Furthermore, anything contained herein to the contrary notwithstanding, the maximum charge by the insuring company to the contractor for such insurance in any period shall be determined by applying the premium rates in the policy in effect for such period.

(d) *Factor No. I; total losses.* Total losses shall be the amount of drafts issued during the period of calculation subject to the following modifications:

(1) An appropriate adjustment may be included for the amount of drafts issued during the succeeding period of two months on claims occurring during the period covered by the calculation (if corresponding adjustment is made at the beginning of the period) or, an insuring company which administers its business regularly on such basis may determine as its total losses for any policy period for the purposes of this section the drafts issued on claims occurring in such period or within the succeeding two months, plus an estimate of the drafts issued on unclosed claims occurring within such period.

(2) For death claims and for total and permanent disability claims approved for payment by the insuring company but for which either no payment or only partial payment has been made, an appropriate adjustment of losses may be included so as to include the face amount of claims approved for payment, with a deduction for the commuted value of any remaining installments on disability recoveries when the face amount of the claim approved for payment has previously been included in the losses charged under this plan.

(3) For waiver of premium total and permanent disability claims, losses may be appropriately adjusted to include, in lieu of actual payments at death, an amount of $850 for each $1,000 of such claims approved, and such amount shall be increased upon death by $150 and reduced upon recovery by $850 for each such $1,000 of insurance. Two years after the completion or termination of all cost-plus-a-fixed-fee contracts effective with each insuring company under this rating plan, or after the termination of the last insurance policy effective with each insuring company under this plan, whichever occurs sooner or at such earlier date as may be considered appropriate by the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces, the reserves remaining on account of all such approved claims shall be subject to revaluation by an Arbitration Committee as provided in paragraph (k).

(e) *Factor No. II—(1) Expense and risk charges.* The maximum allowable charge for taxes, conversions, and claim administration shall be 3.75 percent of the premium at the rate effective for the period of calculation, subject to the following modifications:

(i) *Taxes.* If the estimated amount incurred by the insuring company on all its policies operating under this plan for taxes on premium, surplus, or income exceeds 2 percent of the premium, such estimated amount of taxes may be charged, subject to the approval by the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces, of the items to be included and the method of calculation. With such approval, the insuring company may estimate as of January 1 of each calendar year what its average tax rate will be for the policy years ending in the coming calendar year and charge that rate on all the policy years ending in that calendar year. If the actual taxes incurred on renewals in that calendar year, computed on either an average or individual contract basis, whichever basis is used by the insuring company for charging such items on its business, generally differ from the amount produced by the estimated factor the difference shall be charged or credited by the insuring company in its calculation of the estimated average tax rate for renewal in the following calendar year. Any difference remaining after the completion or termination of the last cost-plus-a-fixed-fee contract effective with each insuring company under this rating plan, or after the termination of the last insurance policy effective with each insuring company under this plan, whichever occurs sooner, shall be credited or charged, as the case may be, before the final disposition of the pool reserve as set forth in paragraph (g) (2).

(ii) *Conversions.* An insuring company may elect to have the percentage of 3.75 percent reduced to 2.25 percent for life insurance and include in lieu of the difference the actual cost charged by the insuring company to its group department, for actual conversions under all policies operating under this plan, if such charge per $1,000 of insurance converted is no larger than such insuring company charges its group department during the period for all such conversions. However, an insuring company which so elects will be considered to have experienced a conversion rate in excess of normal, if during the period that each policy comes under this rating plan the ratio of the amount of insurance converted for such policy to the total of the amount of insurance terminated for such policy is greater than the corresponding ratio for the remainder of such insuring company's corresponding business for this period, and under such circumstances charges for insurance converted will be subject to the approval of the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces. (Such elections will be made in writing to the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces, and will apply to all such insuring company's business under this rating plan.)

(iii) *Claim expense.* If the actual amount incurred by the insuring company for claim expense on all its policies operating under this plan exceeds the amount otherwise determined by this paragraph, the actual amount of such claim expense may be charged only if the Insurance Branch, Fiscal Division, approves the calculation. With such approval, the insuring company may estimate as of January 1 of each calendar year what its average claim expense rate will be for renewals in the coming calendar year and charge that rate on all renewals in that calendar year. If the actual claim expense incurred on renewals in that calendar year, computed on either an average or individual contract basis, whichever basis is used by the insuring company for charging such items on its business, generally differs from the amount produced by the estimated factor the difference shall be charged or credited by the insuring company in its calculation of the estimated average claim expense rate for renewals in the following calendar year. Any difference remaining after the completion or termination of the last cost-plus-a-fixed-fee contract effective with each insuring company under this rating plan, or after the termination of the last insurance policy effective with each insuring company under such plan, whichever occurs sooner, shall be credited or charged, as the case may be, before the final disposition of the pool reserve as set forth in paragraph (g) (2).

(iv) *Plans self-administered.* Where claims drafts are issued by the contractor or the contractor's agent the amount of the maximum allowable charge for all coverages other than life insurance shall be reduced by 1.25 percent of the premium.

(2) *Other expenses and risk charges.* The maximum allowable charge for ex-

the group insurance was in force on

§ 804.407 (d).

each supply service concerned will re-

insuring company uses for that portion

penses not included in subparagraph (1) above, or in paragraph (f), and for the insuring company's risk charges, shall be determined by Table I as follows:

TABLE I

Percentage of earned premium developed by applying standard rates with extras for industry, sex, race, or any other cause

Annual premium:	*1st Year*	*Renewal*
$10,000 or less	16	11
$25,000	12	7
$50,000	11	6.5
$100,000	10	5.5
$250,000	9	4.5
$500,000	7	3.5
$1,000,000	6	3
Over $1,000,000	5	2.5

(i) The annual premium in Table I shall be taken as the premium for each form of coverage under each insurance policy, except dependent coverage shall not be considered as a separate coverage.

(ii) If the annual premium lies between any two of the figures in the annual premium column, the percentage shall be interpolated to the nearest tenth of one percent.

(iii) The figures shown in the column headed "1st year" shall not be used on premiums other than those earned in the first 12 months that an insurance policy was effective on a company, plant, or unit.

(iv) For policies which are not operated on the so-called "self-accounting plan," all percentages in the above table may be increased by 1 percent of the premium.

(f) *Factor No. III; Commissions.* The maximum allowance for commission charges by the insuring company in connection with payments to soliciting agents or brokers will be:

(1) *Coverage in effect prior to March 1, 1943.* For insurance plans effective before March 1, 1943, not more in amount nor longer in duration than would be provided upon the basis of commission agreements applicable to such plans and consummated prior to March 1, 1943, *Provided:*

(i) That such agreements are pursuant to customary practice of the respective insuring companies.

(ii) That so-called "1st year" commissions shall not be paid on premiums other than those earned in the first 12 months that the insurance was effective on a company, plant, or unit, and that such "1st year commission treatment" was decided and entered in the home office records prior to March 1, 1943.

(iii) That renewal commissions shall not be paid for longer than nine years subsequent to the expiration of the first year commissions.

(2) *New coverage.* For insurance plans effective on or after March 1, 1943, not more than the percentages in the following table as applied to earned premiums without extras for industry, race, sex, or any other cause:

TABLE II

Total combined earned premium as calculated in accordance with this paragraph:	*Maximum soliciting agent's or broker's commission (percent)*
1st $10,000	7½
Next $40,000	4
Next $50,000	2
Next $400,000	1
Over $500,000	½

In determining the percentage from the above table, an insurance plan will be considered as including all coverages issued on and after the effective date of this rating plan covering the same group of employees working in operations to which a cost-plus-a-fixed-fee contract applies. If the insurance plan so defined is handled by more than one insuring company, the maximum allowance for commission charges for all coverages combined will be the same as that which would be allowed if the insurance plan were being handled by one insuring company. The maximum percentage allowance to be used by each insuring company concerned on that portion of the insurance plan which it is handling will be the percentage based on the combined premium for all the coverages included in the plan, regardless of what insuring company handles each coverage. Commissions on "extensions", "increases in coverages", and similar actions will be paid in accordance with the scale in Table II, but premiums on which first year or renewal commissions have been paid previously shall be counted in determining the proper place in the above premium column to commence the commission computation.

(3) *Commission savings.* Any savings which an insuring company may effect by reason of paying less commission on these insurance policies than are charged to these policies shall be credited to the contractors insured in accordance with this plan in the manner determined by the Insurance Branch, Fiscal Division.

(4) *Additional commissions.* Any charges above and beyond the agreements herein specified shall not be allowable as an item of reimbursable expense unless and until approved by the Insurance Branch, Fiscal Division.

(g) *Factor No. IV.* (1) Policy reserves:

(i) *Open claims.* As a maximum allowance for a reserve for claims incurred but for which no payment has been made, or for a reserve for additional payments on claims on which partial payment has been made (in addition to any amounts already charged as losses under paragraph (d)), the insuring company may retain the percentage of premiums in Table III (see subdivision (iii) of this subparagraph (1) below), calculated by using minimum rates with extras for industry, race, sex, or other cause.

(ii) *Final disposition.* Two years after the completion or termination of all cost-plus-a-fixed-fee contracts effective with each insuring company under this rating plan, or after the termination of the last insurance policy effective with each insuring company under this plan, whichever occurs sooner, or at such earlier date as may be considered appropriate by the Insurance Branch, Fiscal Division, the difference between the total amount charged under this rating plan by each insuring company for such reserves over the sum of (a) the amounts actually paid as the result of claims under this rating plan for which such reserves were held, and (b) the amounts required for subsequent payments (such latter amounts to be calculated by the insuring company and submitted for the approval of the Insurance Branch, Fiscal Division), shall be returned to the contractors or their successors or nominees (policies on which the insuring company has paid out an amount equal to or greater than the amount charged for policy reserves shall be excluded in making this calculation) according to the ratio that the difference between the amount of policy reserves charged on each such policy and the amount of policy reserves paid or required for subsequent payments on each such policy bears to the total of such differences, or shall be deducted by the insuring company from any settlement otherwise available from the pool reserve set forth in subparagraph (2) of this paragraph, as the case may be, but such charge shall be made to the pool reserve only if satisfactory proof is furnished the Insurance Branch, Fiscal Division, that the policy reserves, in the aggregate, set up by the insuring company at the time this rating plan became effective, were sufficient to pay all losses on claims occurring prior to the date this plan became effective with respect to such policies.

TABLE III

Forms of Insurance	*Percentages of earned premium as defined in paragraph (a) above*
Life insurance:	
(a) With permanent total disability benefit	30
(b) With premium waiver provision	15
(c) With extended death benefit	10
Indemnity for accidents or sickness	10
Indemnity for hospital confinement	[1] 10
Indemnity for surgical operations	[1] 10
Accidental death and dismemberment insurance	10

[1] For policies including maternity or obstetrical benefits for dependents of employees, an additional reserve of 25 percent of the premium for the dependent coverage (including the premium for the maternity coverage) may be held.

(iii) Subject to the limitations of this plan, the policy reserves maintained shall be in strict accordance with the general practice of the insuring company.

(2) *Pool reserve*—(i) *Final disposition.* Each insuring company shall create and maintain a pool reserve which shall be available for the payment of losses (as outlined in subdivision (ii) of this subparagraph (2)) under that portion of all of its policies to which a War Department Group Insurance Rating Plan Endorsement applies. Two years after the completion or termination of all cost-plus-a-fixed-fee contracts effective with each insuring company under this rating plan, or after the termination of the last insurance policy effective with each

partial payment has been made, an appropriate adjustment of losses may be

in paragraph (g) (2).

The maximum allowable charge for ex-

insuring company under this plan, whichever occurs sooner, or at such earlier date as may be considered appropriate by the Insurance Branch, Fiscal Division, any portion of this reserve which has not been used for any of the purposes authorized by this rating plan shall be returned to the contractors or their successors or nominees. Such return shall be allocated to the various policies in proportion to the difference between each policy's contribution to the total pool reserve and the amounts withdrawn from such reserve to pay claims under such policy, but policies on which the insuring company has paid out an amount equal to or greater than the amount charged for the pool reserve shall be excluded in making this calculation.

(ii) *Use.* If the total losses under any contractor's policy for any policy year plus one-half the maximum increase in the policy reserve permitted for the period by reason of increase in premium, or minus the decrease in policy reserve by reason of decrease in premium, to the extent that the result is not less than the premium, as the case may be, shall exceed 100 percent of the earned premium for such year calculated on the basis of minimum rates with any extras for industry, race, sex, or other cause, the insuring company shall be entitled to reimbursement for all such amounts in excess of such premium and this amount shall be added to the contribution required of this policy to the pool reserve.

(iii) *Establishment and maintenance.* To establish and maintain this pool reserve, the insuring company shall, in calculating any experience refund for any year, be entitled to deduct the amount, if any, by which the larger of (a) 20 percent of the premium for the year for which such experience refund is applicable, such premium to be calculated on the basis set forth in the preceding paragraph, or (b) the extra premium for industry accumulated from the renewal date prior to March 1, 1943, to the date of calculation, exceeds any amount actually remaining in the pool reserve from previous contributions to such reserve by this contract. The amount of such deduction for any year shall in no event exceed the amount, if any, remaining after completing the operations set out in subparagraphs (1) to (8), inclusive, of paragraph (h).

(h) The insuring company shall maintain an experience rating account for the insurance under each policy to which this rating applies. As of each renewal date and within 60 days, this account shall be adjusted in the order indicated:

(1) Credit the actual premium.

(2) Charge losses as described in paragraph (d).

(3) Charge one-half the maximum increase in the policy reserve permitted for the period by reason of increase in premium in accordance with subdivision (iii) of subparagraph (1) of paragraph (g).

(4) Credit the decrease in policy reserve by reason of decrease in premiums to the extent that (2) exceeds (1).

(5) Credit from the pool reserve:

(i) In the event of an increase in policy reserve (2) plus (3) minus (1).

(ii) In the event of a decrease in policy reserve (2) minus (4) minus (1).

(6) Charge expenses not greater than the maximum allowable under paragraphs (e) and (f).

(7) Charge deficit carried over (if any) from previous period. (In first calculation under this plan (7) shall be taken as zero. For subsequent calculations, it shall be taken as (11)).

(8) Charge an amount, if available, which if added to (3) shall not be greater than sufficient to attain one-half the maximum policy reserve for the period as set forth in subparagraph (1) of paragraph (g).

(9) Charge an amount, if available, not greater than sufficient to establish and maintain the appropriate maximum amount in the pool reserve as of the end of the period in accordance with subparagraph (2) of paragraph (g).

(10) Charge an amount, if available, not greater than sufficient to attain the maximum policy reserve for the period as set forth in subparagraph (1) of paragraph (g).

(11) Deduct total charges from total credits. If result is positive, treat as experience refund; if result is negative, treat as deficit.

It is recommended that each insuring company maintain in connection with each policy an experience rating account, a policy reserve account, and a pool reserve account, showing the maximum allowable reserves under each account, the actual reserves set up, and all debit and credit transactions affecting these accounts.

(i) *Distribution of experience refund.* When an experience refund or reserve refund is made by the insuring company, the contractor shall proceed in the following manner unless approval for a different procedure is given by the Insurance Branch, Fiscal Division:

(1) Any such refund shall be credited to the contractor's charge to the War Department, except that the contractor may, with the consent of the Insurance Branch, Fiscal Division, continue any practice he may have had prior to March 1, 1943, as to the application of all or any part of such refund. In any event, if the refund exceeds the contractor's contribution to the cost of the plan, the excess shall be applied for the sole benefit of the employees.

(2) In the event that unforeseen circumstances prevent such division of any refund, any or all of such monies so affected shall be payable to the United States.

(j) *Minimum contribution by employees.* If any contractor has a group insurance policy under which the employees' contributions are at a rate lower than specified in this paragraph, the United States shall not make or be liable for reimbursement in an amount greater than the maximum reimbursement that could result under such plan of group insurance if the employees' contributions were at the rates herein set forth. If the group insurance was in force on March 1, 1943, the minimum rate of contributions for the purpose of this paragraph shall be the scale of contributions applicable at that time, and if the group insurance was not in force on March 1, 1943, the minimum contributions shall be the equivalent of 60¢ per month per $1,000 of group life insurance and 60¢ per month per $10 of weekly indemnity for accidents and sickness, unless a lower scale of contributions is approved by the Insurance Branch, Fiscal Division.

(k) *Establishment of arbitration committee.* For revaluation of the reserves described in subparagraph (3) of paragraph (d), and for decision relative to other reserves not returned within the time limits specified, an arbitration committee shall be selected consisting of three members, one selected by the insuring company, one by the contractor and the third by these two members, and the majority decision of this committee shall be final if approved by the Contract Insurance Branch, Special Financial Services Division.

(l) *Forwarding of data.* As soon as the insuring company has furnished to the contractor the renewal data required herein, it shall be forwarded to the Contract Insurance Branch, Special Financial Services Division, for examination.

(m) *Limitation of reimbursement.* There shall be no reimbursement, or liability for reimbursement, in excess of that developed by applying generally recognized extras for sex, industry, or race (except extra higher rates in effect prior to March 1, 1943), unless such reimbursement has had approval of the Contract Insurance Branch, Special Financial Services Division, prior to the effective date of any rates greater than above specified.

(n) *Termination of contract by the Government.* In the event the cost-plus-a-fixed-fee contract is terminated by the Government, all liabilities and assets of the contractor existing by reason of the operation of any group insurance policies during the period a cost-plus-a-fixed-fee contract was in force, shall become liabilities and assets of the Government.

(o) *Endorsement of policies.* All policies shall bear suitable identifying endorsement, in a form acceptable to the Contract Insurance Branch, Special Financial Services Division, as evidence that the War Department Group Insurance Rating Plan is applicable.

(p) *Effective date.* The effective date of this rating plan, as to any policy or portion thereof to which it is applicable, shall be determined by the Contract Insurance Branch, Special Financial Services Division, but shall not be earlier than March 1, 1943.

(q) If in the opinion of the Contract Insurance Branch, Special Financial Services Division, there are circumstances which would make the application of this plan inappropriate, it shall not become operative, anything contained herein to the contrary notwithstanding.

(r) Nothing contained herein shall be construed as regulating the charges which an insurance company can make under any policy or policies.

§ 804.441 *Benefits in event of capture or detention of employees.* Standards for the amount of benefits and the methods of providing payment to employees in the event of their capture or detention are set forth in Public Law 784, 77th Congress. This law sets forth the policy of Congress and provides that upon claims being filed as specified therein, payment or reimbursement will be negotiated through the United States Employees Compensation Commission. Where, in the opinion of the chief of the technical service concerned, it is necessary that the amount of benefits be increased over that prescribed in the statute above referred to, prior approval of the Contract Insurance Branch, Special Financial Services Division, Headquarters, Army Service Forces will be obtained. The following information will be forwarded to that Branch: (1) Reasons why such increase is necessary; (2) statement as to whether qualified employees can be obtained without providing increased benefits; (3) number of employees involved; (4) location of operations; (5) any special hazards; (6) any other pertinent information; (7) the recommendation of the chief of the technical service concerned.

§ 804.442 *Insurance in connection with cost-plus-a-fixed-fee contracts outside of the continental United States.* The foregoing §§ 804.434 to 804.441, inclusive, may not be applicable to cost-plus-a-fixed-fee contracts for work to be performed outside the continental United States. Such contracts involve questions of the applicable laws and local conditions which will be encountered in the country where the work is to be performed, as well as questions of the medical and hospital facilities for the treatment and care of employees of the contractor. Insurance companies generally are not equipped or licensed to underwrite insurance in foreign countries. In order to establish the required coordination in connection with such contracts, the chief of the technical service concerned will advise the Contract Insurance Branch, Special Financial Services Division, Headquarters, Army Service Forces, of all such contemplated work as far in advance as possible. Arrangements will then be made to have a representative of that Branch present, if practicable, during the negotiations with respect to the contract provisions pertaining to insurance liability, medical and hospital matters. The Contract Insurance Branch, Special Financial Services Division, Headquarters, Army Service Forces, will be responsible for the establishment and proper functioning of insurance facilities on such projects, and direct communication is authorized for this purpose.

Insurance in Connection With Lump Sum Contracts

§ 804.450 *General.* No insurance requirements, other than statutory requirements, will be imposed on the contractor unless in the opinion of the chief of the technical service concerned the imposition of certain insurance requirements will serve to safeguard the contractor's ability to perform the contract. If performance and payment bonds support the contract, the requirement of any insurance should be unnecessary.

§ 804.451 *Insurance on Government-owned property.* The same general policy exists with respect to Government-owned property in the possession, care, custody or control of the lump sum contractor as exists with respect to property in the possession, care, custody or control of cost-plus-a-fixed-fee contractors (see § 804.434). To implement this policy of self-insurance on Government-owned property, there shall be inserted in the contract the article set forth in § 803.365 (a–1), or in the case of facilities the article set forth in § 803.332. The policy to a large degree rests upon the savings to the Government obtained by elimination of insurance which savings are reflected in the contract price. Where, by reason of special circumstances, such savings are not practicable, are trivial in amount, are difficult of ascertainment or there is a commingling of values and interests, the chief of the technical service may in his discretion permit insurance. (This will ordinarily be done in the case of service contracts of the type of laundry and shoe repair contracts, and contracts with motor carriers for the transportation of Government-owned property.) In such cases there will be omitted from the contract the article set forth in §§ 803.365 (a–1) or 803.332.

(a) *Procedure to be followed in the event of loss or destruction of or damage to property of the Government in the possession or control of contractors (or subcontractors).* (1) Except when insurance is permitted, upon the happening of loss or destruction of or damage to property in the possession or control of contractors (or subcontractors) caused by an "excepted peril" (see §§ 803.365 (a–1) and 803.332) the procedure to be followed is the same as that described in § 804.434 (a).

(2) In connection with the disposal of damaged Government property, attention is invited to paragraph (d) of the article set forth in § 803.365 (a–1) and paragraph (F) (4) of article set forth in § 803.332, which are comparable with § 803.363.

§ 804.452 *Waiver of Defense Plant Corporation insurance requirements.* Inasmuch as the insurance costs are included in the contract price, the provisions of § 804.435 are also applicable to lump sum contracts.

§ 804.453 *Lump sum contracts excluding cost of insurance.* In certain cases contracts are awarded on a basis of a contract price exclusive of the cost of the forms of insurance specified in § 804.436 (a), (b) and (c). Such contracts contain a provision pursuant to which the Government agrees to reimburse the contractor on an actual cost basis for the cost of such insurance. In such cases, the provisions of §§ 804.434 to 804.442, inclusive, of this subpart, are applicable to such insurance. The contractor may purchase at his own expense such additional or other insurance protection as he may deem necessary.

Architect-Engineer-Management Contracts

§ 804.460 *Architect - engineer - management contracts.* (a) In the interest of security and in order to obtain the most suitable and efficient arrangements with respect to insurance, hospital, and medical loss paying and safety engineering facilities, the chief of the technical service concerned will require the contractor under an architect-engineer-management contract to provide through one insurance company specified insurance for all cost-plus-a-fixed-fee contractors and subcontractors, lump sum contractors and lump sum subcontractors other than contractors and subcontractors under supply contracts and subcontracts. Such insurance will afford the contractors and subcontractors the coverage referred to in § 804.436 (a) to (c) (for contract provisions see § 803.365 (e) to (h)).

(b) The contractors or their subcontractors may purchase at their own expense such additional or other insurance protection as they deem necessary. When insurance carriers furnishing such additional protection request access to the site of the work for personnel engaged in servicing such insurance, the chief of the supply service concerned may deny such access, or restrict it to such of those personnel as it is, in his judgment, necessary to admit for the proper servicing of the insurance.

War Risk Insurance in Connection With Vessels or Other Floating Equipment

§ 804.461 *Master policy.* A master policy issued by the War Shipping Administration to the War Department permits the War Department to insure with the War Shipping Administration war risks or liabilities which it has assumed or for which it is obligated in connection with certain persons, vessels or other floating equipment. Declarations under this policy will be made through the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces except that any supply service or representative thereof specifically authorized by The Commanding General, Army Service Forces, may make such declarations directly to the War Shipping Administration and will furnish copies thereof to the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces.

(a) The master policy covers risks or liabilities that are assumed by or that may be imposed on the War Department:

(1) As owner, operator or owner and operator of vessels or other floating equipment;

(2) Under charters or other forms of contracts for the use by the War Department of privately owned vessels or other floating equipment;

(3) Under any form of agreement for the operation of such vessels or equipment;

(4) Under any form of agreement for the carriage by water of any person or property on a commercial basis; and

(5) Under any contract for the construction of vessels or other floating equipment for the War Department.

(b) The persons, vessels, property, or interests that may be insured under the master policy are those set forth in section 222 of Public Law 523, 77th Congress, namely:

(1) Vessels:

(i) American vessels (including vessels under construction);

(ii) Vessels registered under the law of the Philippine Islands;

(iii) Foreign-flag vessels owned by citizens of the United States (as said term "citizen" is used in Public Law, 173, 77th Congress, approved July 14, 1941) or owned or controlled by or made available as described in paragraph (a) (3) of this section but engaged in the waterborne foreign commerce of the United States or other transportation by water or other vessel services deemed by the Maritime Commission to be in the interest of the war effort or the domestic economy of the United States, while so engaged.

(2) Cargoes shipped or to be shipped on any vessels specified in subparagraph (1) above, including shipments by express or registered mail.

(3) The disbursements (including advances to masters and general average disbursements) and freight and passage moneys of such vessels.

(4) The personal effects of the masters, officers and crews of such vessels, and of other persons transported on such vessels

(i) Personal effects of licensed officers and other persons may be covered for $500; and of unlicensed crew members for $300;

(5) Master, officers and crews of such vessels and other persons employed or transported thereon against the loss of life, personal injury or detention by an enemy of the United States following capture. ((i) Crew life: Personnel of vessels and other persons may be covered for $5,000 against loss of life and for scheduled benefits against injury. (ii) Wages and bonuses: Liability for wages and bonuses of personnel of vessels may be covered against loss resulting from internment or destruction or abandonment of vessels resulting from capture, seizure, etc.)

(6) Protection and indemnity: Statutory or contractual obligation or other liabilities of such vessels or of the owner or charterer of such vessels of the nature customarily covered by insurance. (If protection and indemnity is required, report should reflect value of the vessel or approximately $150 per gross ton subject to a minimum of $50,000 per vessel.)

(c) The master policy does not cover:

(1) Total or constructive total loss, or partial loss (particular average) of any vessels, equipment, or property owned by the War Department;

(2) Claims for damage or service of any nature asserted by any other Government Department or Agency, or barrel by decision of the Comptroller General;

(3) Liabilities of any nature toward personnel of the military forces of the United States and other United Nations;

(4) Any losses or liabilities existing or imminent at the time any vessel, property or other interest is reported to the War Shipping Administrtion for coverage under this policy;

(5) Losses or liabilities of any nature excluded by the provisions of War Shipping Administration policies.

(d) *Declarations.* The chief of the supply service concerned, except as provided in this section, will report to the Insurance Branch, Fiscal Division Headquarters, Army Service Forces risks coming within the provisions of the Master policy. For required form of report see § 804.497 (c).

Purchase of Insurance by Cost-Plus-a-Fixed-Fee Contractors

§ 804.470 *Acceptability of insurance carrier.* (a) The contractor will designate its own insurance carrier on all projects except where insurance is placed on a competitive bid basis as hereafter provided in paragraph (b). The insurance carrier selected must meet the following minimum standards of acceptability:

(1) At least 80% of the outstanding stock of the insurance carrier must be owned by citizens of either the United States or one or more of the other United Nations; and the carrier must be wholly controlled and operated by such citizens and free from any direct or indirect Axis or Pro-Axis connections or influence.

(2) The carrier must have an unobligated minimum surplus of $350,000.

(3) In the case of a contract of casualty insurance, other than Workmen's Compensation insurance, the financial condition of the insurance carrier must be such that the policy wil not expose it in a single accident or occurrence to a loss (i) in the case of a fixed-premium carrier of more than 10% of its total capital stock and surplus, or (ii) in the case of a dividend paying carrier of more than 10% of its net assets.

(4) In the case of workmen's compensation insurance, the insurance carrier shall have (i) in the case of fixed-premium carrier, a total capital and surplus of at least a million dollars, or (ii) in the case of a dividend paying carrier, at least a million dollars of net assets.

(b) The contractor will, in those cases where it selects its own insurance carrier as well as in those cases in which the insurance is purchased on a competitive bid basis, submit the following information through the chief of the supply service to the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces:

(1) The name of the insurance carrier;

(2) The jurisdiction in which the insurance carrier is organized;

(3) Whether the insurance carrier is qualified to write the required insurance in the jurisdiction in which the project is located;

(4) A statement executed by an authorized official of the insurance carrier that the insurance carrier meets the standards of acceptability set forth in paragraph (a);

(5) The engineering, claims and medical facilities, if required, which will be provided at the project by the insurer;

(6) The latest financial statement of the insurance carrier;

(7) A separate letter which may be forwarded directly by the insurance carrier to the chief of the supply service concerned, setting forth the actual amount of each risk retained by the primary carrier and its reinsurance arrangements, including the names of all reinsurers and the amount of risk accepted by each. Such letter will embody a statement that the reinsurance arrangements will not be modified or cancelled until thirty days advance notice shall have been given to the Contract Insurance Branch. Where a reinsurer is a foreign company or a foreign controlled company, the letter outlining the reinsurance arrangements will include a statement that the primary carrier will not divulge the name, nature or location of the risk and that if such disclosure is required to obtain payment of a reinsured loss, prior approval will be obtained from the Contract Insurance Branch before any information is given to the foreign reinsurer or foreign controlled reinsurer.

Upon submission of the foregoing information, duly certified by an authorized official of the insurance carrier the chief of the technical service concerned may pass upon the acceptability of the insurance carrier or refer the matter to the Contract Insurance Branch, Special Financial Services Division, Office of the Fiscal Director, Headquarters, Army Service Forces, for determination.

§ 804.471 *Methods of purchase of casualty insurance.* Casualty insurance required or authorized under any paragraph of this part will be purchased in the manner specified in paragraphs (a) to (d) of this section.

(a) Where the premiums involved are estimated to amount to $300 or less the contractor will select the insurance carrier and procure the necessary insurance.

(b) Where the premiums involved are estimated to exceed $300, but not to exceed $5,000, the contractor will be required to purchase the insurance on a competitive bid basis. In order to secure a fair market price, at least four bids will be required, two of which will be from reliable fixed-premium carriers and two from reliable dividend paying carriers. If one bid is received from a fixed-premium paying association or syndicate and another from a dividend paying association or syndicate, such bids will be sufficient to comply with these requirements. The terms "associations" or "syndicates" refer to groups of insurance carriers which have joined together for participation in the risk involved on a predetermined basis which contemplates that they will be jointly and severally liable under the insurance policy. The chief of the technical service concerned will assure himself that all insurance purchased on a competitive bid basis is placed with the carrier or carriers offering the lowest net cost commensurate with sound protection and service before approving the policy or policies.

(c) (1) Except as provided in subparagraph (2), where the premiums in-

volved are estimated to exceed $5,000 the contractor will select its own insurance carrier and require the issuance of policies under the War Department Insurance Rating Plan described in §§ 804.473 to 804.489 below. An exception will be made to this requirement when the statutes of the jurisdiction involved expressly prohibits the use of this plan and permission cannot be obtained without modification of the statutes of the jurisdiction concerned.

(2) Where the operations of the contractor under a cost-plus-a-fixed-fee contract are commingled with its other operation, or where operations are being performed by the contractor under more than one cost-plus-a-fixed-fee contract with one or several of the technical services, the use of the War Department Insurance Rating Plan may not be appropriate. In such cases the chief of any technical service concerned will forward to the Contract Insurance Branch, Special Financial Services Division, Office of the Fiscal Director, Headquarters, Army Service Forces, his recommendations, and that Branch, after coordinating with any other technical services concerned, will advise as to the proper insurance requirements.

(d) Insurance coverages which cannot be written under the War Department Insurance Rating Plan will be purchased on the competitive bid basis or as set forth in § 804.436 (d).

War Department Insurance Rating Plan

§ 804.473 *Plan in general.* The War Department Insurance Rating Plan is a comprehensive retrospective rating formula for the determination of premium specially adapted to fit the needs of the War Department. The Plan was approved for use by the War Department on May 3, 1941, and is available for use in connection with the required casualty insurance coverage as outlined in § 804.436 (a) to (c). It may be extended to include the coverages outlined in § 804.437 (b) to (d). The plan will be used where the cost of insurance provided by the contractor is reimbursable under the contract. The clauses which are required to be attached to policies written in connection with the plan are enumerated in § 804.475.

§ 804.474 *Duration of coverage.* The insurance will be continuous and concurrent until completion of the project or operation except that if the project or operation is of indefinite duration, the insurance to be written under the plan shall be for an initial period of twenty-four (24) months. In such event, if the project or operation continues for a longer period than twenty-four months, the policies of insurance will be renewed at the expiration of the first twenty-four months by attachment of endorsement in accordance with forms set forth in § 804.499, to workmen's compensation, comprehensive general liability and comprehensive automobile policies, respectively.

§ 804.475 *Endorsements to be attached to policy.* The insurance carrier selected will be required to attach the following endorsement forms to the policies issued by it:

(a) War Department Insurance Rating Plan endorsement (see § 804.497 (d)).

(b) General endorsement for general liability policy (see § 804.497 (e)).

(c) General endorsement for automobile liability policy (see § 804.497 (f)).

(d) General endorsement for workmen's compensation and employers' liability policy (see § 804.497 (g)).

§ 804.476 *Rules and rates under War Department Insurance Rating Plan.* A Joint Committee representing the Association of Casualty and Surety Executives and the American Mutual Alliance established rules and rates set forth in §§ 804.477 to 804.482 (a) for use in connection with policies written under the War Department Insurance Rating Plan. These rules and rates were approved by the War Department on May 13, 1941.

§ 804.477 *Rules and rates with respect to workmen's compensation.* The rules and rates adopted as set forth in § 804.476 prescribe that the Manual Rules and Rates set forth in the following subparagraphs shall be used, in connection with the War Department Insurance Rating Plan, as the basis for determining the standard premium for workmen's compensation insurance with respect to projects located in the jurisdictions therein referred to:

(a) District of Columbia, Territories of Alaska and Hawaii and all states in which private insurance carriers may write insurance under the War Department Insurance Rating Plan, except the states enumerated in subparagraphs (2) to (14): Manual Rules and Rates published by the National Council on Compensation Insurance.

(b) Arizona: Manual Rules and Rates promulgated by the Industrial Commission of Arizona.

(c) California: Manual Rules and Rates promulgated by the California Inspection Rating Bureau.

(d) Delaware: Manual Rules and Rates promulgated by the Delaware Compensation Rating and Inspection Bureau.

(e) Louisiana: Manual Rules and Rates promulgated by the Louisiana Casualty and Surety Rating Commission.

(f) Massachusetts: Manual Rules and Rates promulgated by the Massachusetts Rating and Inspection Bureau.

(g) Minnesota: Manual Rules and Rates promulgated by the Minnesota Compensation Rating Bureau.

(h) New Jersey: Manual Rules and Rates promulgated by the Compensation Rating and Inspection Bureau of New Jersey.

(i) New York: Manual Rules and Rates promulgated by the Compensation Insurance Rating Board.

(j) North Carolina: Manual Rules and Rates promulgated by the Compensation Rating and Inspection Bureau of North Carolina.

(k) Pennsylvania: Manual Rules and Rates promulgated by the Pennsylvania Compensation Rating and Inspection Bureau.

(l) Texas: Manual Rules and Rates promulgated by the Board of Insurance Commissioners of Texas.

(m) Virginia: Manual Rules and Rates promulgated by the Workmen's Compensation Rating Bureau of Virginia.

(n) Wisconsin: Manual Rules and Rates promulgated by the Wisconsin Compensation Rating and Inspection Bureau.

§ 804.478 *Employers' liability insurance (Mississippi).* It is prescribed that the Manual Rules and Rates of the National Bureau of Casualty and Surety Underwriters shall be used as a basis for determining the standard premium for employers' liability insurance.

§ 804.479 *Employers' liability and voluntary compensation insurance (Oregon and Washington).* It is prescribed that the Manual Rules and Rates of the National Bureau of Casualty and Surety Underwriters shall be used as the basis for determining the standard premium for employers' liability and voluntary compensation insurance.

§ 804.480 In adopting the manual rules and rates of the existing rating organizations the Joint Committee specifically provided that experience rating should not be employed. Instead, in recognition of the differences in hazard, it adopted the following rule:

For the purpose of determining the amount of the "fixed charge" under the War Department Insurance Rating Plan, the standard premium for workmen's compensation and employers' liability insurance shall be discounted 10% before applying the appropriate percentage as prescribed in Table I of the Plan.

No discount which may be provided for in the manual rules and rates published by the National Council on Compensation Insurance or in any of the manual rules and rates referred to in §§ 804.477 to 804.480 to reflect any reduction in expense shall be applicable in determining the standard premium.

§ 804.481 *Automobile bodily injury and property damage liability insurance.* (a) For insurance on projects located in the District of Columbia, the Territories of Alaska and Hawaii and all states except Louisiana, Massachusetts, North Carolina and Texas, it is prescribed that the Manual Rules and Rates of the National Bureau of Casualty and Surety Underwriters shall be used as a basis for determining the standard premium for automobile bodily injury and property damage liability insurance subject to the following modifications:

(1) All commercial automobiles shall be rated as medium class 5 regardless of the class and load capacity to which such commercial car would ordinarily be assigned except in Massachusetts where light class 4 will be applicable.

(2) All automobiles classified as private passenger automobiles under the Manual Rules and Rates shall be classified as "Class C".

(3) In lieu of the rates appearing in the Manual Rules and Rates for non-ownership bodily injury and property damage liability, standard limits rates applicable to this coverage shall be as follows, such rates to apply to the total payroll on the project:

(i) $0.06 per $1,000 for payroll for bodily injury liability effective for new and renewal policies written on or after 1 March, 1943, in all states except:

Kansas effective 30 April, 1943.

Indiana and North Carolina effective 5 May, 1943.

Washington effective 8 May, 1943.

Virginia effective 30 May, 1943.

(ii) $0.05 per $1,000 of payroll for property damage liability.

(4) All automobiles owned by the Federal government and furnished for the contractors' use on a project, and all automobiles hired or purchased under rental purchase contracts shall be classified and rated in the same manner as automobiles owned by the contractor. Hired automobiles other than those hired under a rental purchase contract shall be rated in accordance with the Rules and Rates prescribed in the Manual.

(5) Neither the Experience Rating Plan nor the Automobile Fleet Plan Discount nor any other individual risk rating plan shall be used but in lieu thereof, and in recognition of the reduced hazards on these risks the manual rates including the rates set forth above shall be subject to a uniform discount of 50%.

(b) For insurance on projects located in Louisiana, Massachusetts, North Carolina and Texas, it is prescribed that the rules and rates of the organizations set forth below shall be used as a basis for determining the standard premium for automobile bodily injury and property damage liability insurance subject to the modification set forth in subparagraphs (1) to (5) above:

(1) Louisiana: The Louisiana Casualty & Surety Rating Commission.

(2) Massachusetts: Massachusetts Automobile Rating and Accident Prevention Bureau.

(3) North Carolina: North Carolina Automobile Rate and Administrative Office.

(4) Texas: The Board of Insurance Commissioners.

(c) For insurance on projects located in the states of Illinois, New Hampshire, New York, Oklahoma, Virginia and Washington, the Manual Rules and Rates of the National Bureau of Casualty and Surety Underwriters referred to in paragraph (a) above, shall be used in the form in which they are filed with and approved by the state supervising authority having jurisdiction.

(d) In the event that coverage is required for any automobiles for which passengers are carried for a consideration, such automobiles are to be rated in accordance with the Manual Rules and Rates applicable to public automobiles, subject to the 50 percent discount applicable to other classes of automobiles.

§ 804.482 *Comprehensive bodily injury liability insurance.* For insurance on projects located in the District of Columbia, the Territories of Alaska and Hawaii and all states except Louisiana and New York it is prescribed that the Manual Rules and Rates of the National Bureau of Casualty and Surety Underwriters shall be used as a basis for determining the standard premium for comprehensive bodily injury liability insurance. For insurance on projects located in the state of New York the basis for determining the standard premium shall be the Manual Rules and Rates of the National Bureau of Casualty and Surety Underwriters as approved by the New York State Insurance Department; and for insurance on projects located in Louisiana, the basis for determining the standard premium shall be the Manual Rules and Rates of the Louisiana Casualty and Surety Rating Commission. Neither the Experience Rating Plan nor any other individual risk rating plan shall be used, but instead in consideration of the reduced hazards on these risks all manual rates shall be subject to a uniform discount of 50 per cent.

(a) Those classifications in the Manual for which no rates appear will be submitted by the insurance carrier to the appropriate rating authority if any, for the establishment of a rate. The rate so established will be submitted to the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces. Any liability rate so established will be subject to the 50% discount applicable to other liability insurance classifications.

§ 804.483 *Insurance advisor.* (1) In connection with the War Department Insurance Rating Plan, each contractor performing a contract in one of the several States of the United States or the District of Columbia, will select a competent and responsible Insurance Advisor. This Advisor may be a licensed insurance agent or broker or other person of comparable competence and trustworthiness. He shall not, while so employed be employed or paid any remuneration whatsoever by any insurance carrier for services rendered or benefit conferred directly or indirectly in connection with the insurance on the project to which the Insurance Service Agreement relates (see § 804.497 (m)). The advisor selected will be requested to submit a detailed statement of the knowledge and experience which qualifies him to act as Insurance Advisor.

(2) On projects located in States having a resident agents law which requires an advisor to be a licensed agent or broker such law will be complied with.

(a) Paragraph 1 of the Insurance Service Agreement, when used in connection with projects located in Massachusetts must be amended by inserting the words "being a duly licensed advisor, agent, or broker as defined in section 163, 166, and 177b of the General Laws, Chapter 175," between the words "hereinafter called the Advisor" and the words "agreement(s), in consideration of a fee".

(b) If the contractor desires that his regular insurance agent or broker act as Advisor but the project is so far removed that the agent or broker (not qualified as set forth above) is unable to give complete service, the agent or broker may arrange with another person or firm sufficiently near the project to render a portion of the Advisor's services. The individual or firm will qualify as an Advisor as set forth above and both parties will execute jointly the Insurance Service Agreement.

(c) No Insurance Advisor will be appointed in connection with projects located outside the several States of the United States and the District of Columbia.

§ 804.484 *Assignment to Government of premiums due under policies written under War Department Insurance Rating Plan upon termination or completion of cost-plus-a-fixed fee contracts.* (a) The following form will be used for the purpose of assigning to the Government the interest of a cost-plus-a-fixed-fee contractor in return premiums, premium refunds, etc., on insurance policies written under the War Department Insurance Rating Plan upon termination or completion of the contract, when the Government has assumed the payment of the contractor's obligations for premiums under such policies (see § 804.490 (c)):

ASSIGNMENT TO GOVERNMENT

Under Cost-Plus-A-Fixed Fee Contract No. _____ dated _____ between the United States of America (hereinafter called the Government) and _____ (hereinafter called the Contractor).

The Government having assumed and become liable for the obligation of the contractor for premiums under Policies Nos. _____, and _____ issued by the _____ Insurance Company, the Contractor does hereby assign, transfer and set over to the Government as of the date hereof, all of its right, title and interest in and to all return premiums, premium refunds, dividends and any other moneys due or to become due the Contractor in connection with such policies.

In witness whereof, the Contractor has executed this assignment this _____ day of _____, 194_____

[CORPORATE SEAL]

CONTRACTOR,

_____

By _____

Attest:

_____

Secretary

Accepted:

United States of America,

By _____

Contracting Officer

(b) Appropriate detailed instructions will be given by the chiefs of technical services to contracting officers and others concerned so that the form is executed and forwarded by registered mail, return receipt requested, to the home office of the insurance company involved. The letter accompanying the form will specify that all checks to cover return premiums, etc., are to be made payable to the Treasurer of the United States.

(c) In addition to whatever copies are required for the purposes of a technical service, one copy of the executed form will be forwarded to the Contract Insurance Branch, Special Financial Services Division, Office of the Fiscal Director, Headquarters, Army Service Forces.

Special Instructions for the Preparation of Policies

§ 804.485 *Workmen's compensation policies.* Policies to evidence workmen's compensation insurance taken out in accordance with this part, will be written

to provide the coverage required by this part and in accordance with the following regulations:

(a) The War Department Insurance Rating Plan is not available for use in connection with workmen's compensation insurance in the states of Nevada, North Dakota, Ohio and Washington, but the plan will be used in those states for comprehensive general liability and automobile liability and property damage if the premiums involved are estimated to exceed $5,000.

(b) In the state of Oregon the contractor will formally reject the workmen's compensation act and will then purchase insurance as prescribed in §§ 804.470 to 804.471 (d). The policy will provide on a voluntary basis the benefits of the workmen's compensation act and employer's liability insurance.

(c) In the state of West Virginia the contractor will qualify with the appropriate state authority as a self-insurer and will then purchase insurance as prescribed in §§ 804.470 to 804.471 (d). The policy will provide the benefits of the workmen's compensation act and employers' liability insurance.

(d) In the following states occupational diseases coverage in limits of $50/100,000 will be obtained by having this coverage endorsed on the compensation policy:

Alabama	New Jersey
Arizona	New Mexico
Colorado	Oklahoma
Delaware	Oregon
Florida	Pennsylvania
Georgia	Rhode Island
Iowa	South Carolina
Kansas	South Dakota
Kentucky	Tennessee
Louisiana	Utah
Maine	Vermont
Minnesota	Virginia
Montana	West Virginia
Nebraska	Wyoming
New Hampshire	

(e) Occupational disease coverage will be obtained in the states enumerated below, as follows:

(1) Illinois: by having the employer elect in writing to accept the terms of the Occupational Diseases Act;

(2) Indiana: by having the employer elect in writing to accept the terms of the Occupational Diseases Act;

(3) Missouri: by having the employer elect in writing to bring himself within the Workmen's Compensation Act with respect to occupational diseases; and the Workmen's Compensation policy will be endorsed to indicate the carrier's acceptance of the employer's election.

(f) In the state of Missouri the contractor will have the Missouri endorsement (see § 804.497 (h)) attached to the compensation policy. This endorsement will be cleared in each individual case by the chief of the technical service concerned or his authorized representative with the Superintendent of Insurance of the State of Missouri.

(g) Special endorsements will be attached to policies in the following states:

Delaware (See § 804.497 (i)).
Massachusetts (See § 804.497 (j)).
Pennsylvania (See § 804.497 (k)).
Texas (See § 804.497 (l)).

§ 804.486 *Average rates for construction projects insured under the War Department Insurance Rating Plan.* Because of the multiplicity of classifications which must be used in connection with construction projects, average rates will, in all instances where practicable, be used and the following procedure will apply:

(a) The rate will be established by the board or bureau having jurisdiction.

(b) Calculation of such rate will be on the basis of the Manual Rules, Classifications and Rates administered by the board or bureau having jurisdiction.

(c) Data for establishing such rate will be secured by the carrying company from the technical service concerned and will be subject to acceptance and verification by the board or bureau having jurisdiction.

(d) Pending the submission of complete data upon which to establish such average rate the board or bureau will establish a tentative average rate based upon such information concerning the operations as may be made available.

(e) The average rate computed in accordance with (b) and (c) above will be established and promulgated to the carrier as promptly as possible, and such rate will apply only if the carrier and the War Department agree to its use.

(f) Such rate will be effective as of the inception date of the policy and may not be changed except as follows:

(1) It will be subject to revision on the anniversary date of the policy.

(2) Whenever features or operations contemplated under the project are materially changed.

(3) Whenever work which was included in the establishment of the average rate is sublet to lump-sum subcontractors whose operations are not under the War Department Insurance Rating Plan.

(4) The amended rate as established under (1) and (2) above will be effective as of the inception date of the policy.

(5) In the event that the state rates are changed as a result of a change in the law, the average rate will be modified as of the effective date of the revised state rates.

Upon promulgation by the board or bureau having jurisdiction, all average rates will be submitted to the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces, for approval. Complete supporting data and the recommendation of the chief of the technical service concerned will also be submitted.

§ 804.487 *Fire insurance*—(a) *Release form.* A non-interest release form will be used in all applicable cases where the contracting officer is required to execute an instrument in connection with fire insurance purchased pursuant to a provision contained in a War Department contract. For form see § 804.497 (a).

(b) Endorsement form. (1) Where a contract requires that the contractor shall provide and maintain fire insurance in a sum at least equal to the value of the property belonging to the United States which is in his possession, the form of endorsement set forth in § 804.497 (b) will be used. This endorsement is designed for the purpose of clearly defining the interest of the government and of providing the manner in which losses shall be settled. Its use will not eliminate the necessity of reviewing each insurance policy submitted in order to determine that the amount of insurance conforms to requirements and that the exclusions which appear in the policy do not deprive the United States of any of its rights.

(2) If any outstanding endorsement does not contain a provision with respect to cancellation substantially similar to that contained in paragraph 2 of the endorsement set forth in § 804.497 (b), such endorsement should be amended as promptly as practicable to conform to said paragraph 2.

§ 804.488 *Rules and regulations of the State of Massachusetts pertaining to use of War Department Insurance Rating Plan in that state.* The Emergency Construction and Expansion Comprehensive Insurance Rating Plan on Cost-Plus-a-Fixed-Fee Contracts, dated May 3, 1941, commonly known as the War Department Insurance Rating Plan, as amended by Endorsement Forms 2A, 10A, and 30A, of May 26, 1942, is hereby permitted for use in the Commonwealth of Massachusetts under the authority of Executive Order No. 18, subject to the following rules, regulations, and modifications:

(a) This plan shall be available only when requested by the United States Government, through the War Department, the Navy Department, the Maritime Commission, or the Defense Plant Corporation, or in cooperation therewith in connection with the operations of any assured undertaking a contract of which written notice has been given to the Commissioner of Insurance of the Commonwealth of Massachusetts by the procurement officer of the United States agency in charge of the project or his representative to be on a cost-plus-a-fixed-fee basis and on other projects in connection with the prosecution of the war wherein the cost of the insurance is a direct item of expense to the United States Government by reason of a contract reimbursement agreement.

(b) Requests for permission to use the plan shall be made by the insurance carrier to the Commissioner of Insurance of the Commonwealth of Massachusetts and shall be accompanied by the written request for the use of the plan by the procurement officer of the United States agency in charge of the project or his authorized representative and also a statement from the assured giving the name and address of the licensed insurance adviser, agent, or broker.

(c) The plan shall not be used where the estimated standard premium for the insurance is less than $5,000. In cases where the standard premium on war projects is less than $5,000, each carrier shall observe the rates and rules for Workmen's Compensation Insurance which have been approved by the Massachusetts Commissioner of Insurance. Rules, rates, and classification of risks and premium charges, promulgated by

the Commissioner of Insurance for Massachusetts Compulsory Motor Vehicle Insurance Policies and Bonds and Guest Occupant charges, shall be used in connection with risks involving standard premium of less than $5,000.

(d) The advisor provided for in the plan shall be a person who meets the requirements of Gen. Laws, Chapter 175, section 163, 166 or 177B, and who holds a license under one or more of said sections. No insurance carrier shall recognize an advisor unless such advisor is licensed as described above. Enclosed amendment must be attached to service agreement. (See § 804.497 (j) (5)).

(e) Policies in force on May 26, 1942, may be cancelled and rewritten under this plan with the approval of the Massachusetts Commissioner of Insurance, provided that no policy written under this plan may have an effective date prior to May 26, 1942.

(f) Permission to use the plan in Massachusetts may be discontinued by the Massachusetts Commissioner of Insurance by giving ten days' written notice to the War Department or other governmental agency authorized to use this plan and to the Massachusetts Rating and Inspection Bureau as a representative of the insurance companies.

(g) Endorsement Forms 2A, 10A, and 30A, copies of which are attached hereto, shall be attached to each policy contract issued under this plan. (See § 804.497 (e), (f) and (g)).

(h) Losses incurred under the plan are to be determined by the insurance carrier and approved by the Massachusetts Commissioner of Insurance and the Under Secretary of War or corresponding head of other governmental agency authorized to use this plan.

(i) Reserves on outstanding cases are to be determined by the insurance carrier and approved by the Massachusetts Insurance Department and the Under Secretary of War, or corresponding head of other governmental agency authorized to use this plan.

(j) The insurance carrier shall furnish to the Massachusetts Commissioner of Insurance and to the War Department a quarterly itemized statement of incurred losses.

(k) Payroll audits shall be made as soon as possible following the termination of the audit period as shown in the policy and a copy furnished to the Massachusetts Commissioner of Insurance. There shall be attached to each policy to which the War Department Insurance Rating Plan applies, War Project Endorsement form "D" shown below.

§ 804.489 *Rules and regulations pertaining to use of War Department Insurance Rating Plan in State of Texas.* (a) When policies written under the plan are submitted to the Casualty Insurance Commissioner for his approval they will be accompanied by a copy of the insurance service agreement signed by the insurance advisor and the contractor or architect-engineer. No policy will be approved unless accompanied by such agreement and such copy will be retained permanently by the Insurance Department.

(b) Workmen's Compensation insurance policies written under this plan may eliminate the wording "and elsewhere in Texas". Where such wording is eliminated the policy will not be approved until the Casualty Insurance Commissioner is submitted satisfactory evidence that the contractor and each subcontractor or the architect-engineer named in such policy will be insured by a separate Workmen's Compensation insurance policy written according to normal manual requirements for all the assured's contracting activities through Texas during the entire period of coverage under the Emergency Insurance Rating Plan. Concurrent policies carried by reason of this requirement may be combined for determination of premiums.

(c) Any Workmen's Compensation insurance policy concurrent with one extending coverage under the provisions of the War Department Emergency Rating Plan will provide by endorsement for a ten-day written notice by the insurance carrier or by the assured (whichever cancels the policy) to the Casualty Insurance Commissioner before such policy may be terminated by cancelation.

Settlement of Claims

§ 804.490 *Settlement under the War Department Insurance Rating Plan.* (a) The Rating Plan provides that within sixty days after the expiration of the policy (or within sixty days of the termination of the project) the carrier shall compute the aggregate earned standard premium and a preliminary settlement of the premium shall then be made (for form of preliminary settlement, see § 804.497 (o) through (u)). It is desired that this preliminary settlement be made prior to the termination of the contract.

(b) Insurance carriers will be required to submit to the contractor seven properly executed copies of the forms of preliminary settlement, together with any refund which may be called for by the settlement form. The contractor will be instructed to retain one copy and to submit the remaining six copies, together with the refund, to the contracting officer. The contracting officer will make the following distribution:

(1) One copy, together with the refund, to the disbursing officer.

(2) One copy to the General Accounting Office.

(3) Two copies to the chief of the technical service concerned.

(4) Two copies to be retained by the contracting officer. The chief of the technical service will forward one copy to the Contract Insurance Branch, Special Financial Services Division, Office of the Fiscal Director, Headquarters, Army Service Forces.

(c) Generally the contract in question will have been terminated by the time final settlement (see § 804.497 (o) to (u)) is in order (eight months after completion of the project). Therefore in terminating such contracts, the chief of the technical service concerned will issue appropriate instructions to the effect that any remaining credits due in connection with the insurance or any outstanding obligations of the contractor with respect to the insurance will be assumed by the United States Government.

(d) The insurance carriers will be notified to submit simultaneously (1) to the technical service concerned the number of properly completed copies of final settlement forms required by it and (2) directly to the Contract Insurance Branch, Special Financial Services Division, Office of the Fiscal Director, Headquarters, Army Service Forces one properly completed copy of such settlement form. The technical service concerned will promptly submit to the Contract Insurance Branch any information which it believes to be pertinent to the negotiations for settlement with the insurance carrier. The Contract Insurance Branch will take appropriate action to examine the final settlements, reach agreements with the carriers concerning the adjustment of losses and premiums, and secure Comprehensive Insurance Rating Plan Releases. If no changes are made in the settlement statement as submitted by a carrier, the Contract Insurance Branch will notify the technical service concerned of approval. In the event revised settlement statement is required, the Contract Insurance Branch will secure the necessary properly executed forms from the carrier and forward them to the technical service with the Contract Insurance Branch's approval of the settlement. When advised of approval by the Contract Insurance Branch, the technical service will take appropriate steps to close the account on the basis of the approved statement. The procedure prescribed in this paragraph will be followed on and after 29 April 1944.

(e) All appropriate action will be taken by the Contract Insurance Branch, Special Financial Services Division, Office of the Fiscal Director, Headquarters, Army Service Forces, with respect to the valuation and adjustment of losses and claims.

§ 804.491 *Claims, losses and claims service under the War Department Insurance Rating Plan*—(a) *Claims service by insurance carriers.* The carrier is required to provide sufficient claims facilities to afford prompt and adequate claims service to the contractor. Any complaints concerning the claims service which is rendered by a carrier in connection with a particular project will be referred for necessary action to the Contract Insurance Branch, Special Financial Services Division, Office of the Fiscal Director, Headquarters, Army Service Forces.

(b) *Claims settlements by insurance carriers.* (1) It is the duty of the insurance carrier to make all decisions with respect to the investigation, settlement and litigation of claims against contractors covered by its policies of insurance "to the extent of its coverage, said policies having been issued under the War Department Insurance Rating Plan."

(2) Medical benefits in excess of statutory limits: Medical benefits in excess of the statutory limits on compensation claims may be provided by the insurance carrier if in its best judgment, such extension of benefits will probably reduce disability and the ultimate cost of in-

demnity payments provided the carrier has received the prior written approval of the Contracting Officer or his representative; or receives the approval of the Contract Insurance Branch, Special Financial Services Division, Office of the Fiscal Director, Headquarters, Army Service Forces.

(c) *Insurance medical facilities, first aid and hospital (contract medical).* (1) An agreement has been effected with insurance carriers concerning the standard form endorsement and the maximum percentages to be used in the distribution of Project Site Medical (Contract Medical) cost between the contractor and the Insurance Carrier.

(2) The agreement provides for Project Site Medical Endorsement as follows:

It is agreed that "losses incurred" as defined in paragraph 1-b of the Insurance Rating Plan Endorsement, shall include —% of the amount paid as salaries to "medical personnel" employed at the project site: *Provided, however,* That such amount is subject to a maximum of —% of the Standard Premium for Workmen's Compensation and Employers' Liability coverages.

"Medical personnel" as used in this endorsement shall include: doctors, internes, nurses, technicians, and, if employed on a full-time basis to perform services normally rendered by a nurse, orderlies, and nurses' aides.

(3) The percentage of amount paid as salaries "to medical personnel" (first blank in above endorsement) is to be fixed by negotiation subject to the following maxima:

(i) Construction projects—66⅔% of such salaries.

(ii) Manufacturing projects—50% of such salaries.

(iii) Explosives risks—33⅓% of such salaries.

(4) The maximum percentages of Standard Premium for Workmen's Compensation and Employers' Liability coverages (second blank in above endorsement) are:

(i) Construction projects—7½% of standard premium.

(ii) Manufacturing projects—10% of standard premium.

(iii) Explosives risks—5% of standard premium.

(5) The endorsement set forth in subparagraph (2) above is to be used when the project is entirely a construction project, a manufacturing project or an explosive risk. If the project changes from a "construction project" to either a "manufacturing project" or an "explosive risk" two endorsements will be necessary. The first, effective as of the effective date of the policies, will be the same as the endorsement described in subparagraph (2) above, except that the phrase "applicable to construction operations" will be added at the end of the first paragraph of the endorsement. The second, effective as of the date of change of character of the risk, will be the same as the endorsement described in subparagraph (2) above, except that the percentage of salaries will be that applicable to the new operations, and the phrase "applicable to _____ (insert 'manufacturing' or 'explosives') Operations" will be added at the end of the first paragraph of the endorsement.

(6) If the project is at the same time in part a "construction project" and in part either a "manufacturing project" or an "explosive risk" or any combination of the above, the endorsement to be used effective as of the date and during the period the project includes more than one operation will be the same as the endorsement described in subparagraph (2) above except that:

(i) The percentage inserted in the first bracket will be determined on a pro rata basis determined by taking into account the existing and probable future situation as regards payroll expenditure with respect to each type of operation.

(ii) The phrase "the sum of ____% of the Standard Premium for Workmen's Compensation and Employers' Liability coverages applicable to _____ (construction or _____ operations and ____% of the Standard Premium for Workmen's Compensation and Employers' Liability coverages applicable to _____ (manufacturing or explosives) _____ operations" replaces the phrase "____% of the Standard Premium for Workmen's Compensation and Employers' Liability coverages". When mixed operations no longer exist the endorsement will be revised in accordance with the procedure hereinbefore outlined.

(7) All policies effective 15 July 1943 and thereafter will have endorsements affixed thereto in accordance with this paragraph (c). Immediate arrangements will be made by the technical service concerns to have the carriers execute and attach such endorsements to each Workmen's Compensation and Employers' Liability policy written under the War Department Insurance Rating Plan in effect prior to 15 July 1943. Copies of such endorsements will be forwarded to the Contract Insurance Branch, Special Financial Services Division, Headquarters, Army Service Forces, as soon as possible in order that final settlements now pending on a number of these contracts may be disposed of. The endorsements will be retroactive to the effective date of the policies.

(8) The percentage of Project Site Medical mentioned herein and the percentage of Standard Premium are maxima and subject to these maxima, the distribution of Medical salaries between the carrier and the contractor is subject to negotiation. If on any project arrangements were hitherto in effect whereby any carrier assumed a smaller percentage of the Project Site Medical than the maxima provided herein, the endorsements should not provide any greater percentage of such medical cost to be included by the carrier than the percentage heretofore agreed upon.

(9) In arriving at agreed percentages of medical salaries, consideration should be given to a proper allocation based upon industrial accident exposure.

(d) *Claims not covered by insurance policy; duty of insurance carrier.* The insurance carrier will notify the contractor promptly of any claim reported to it which, in its opinion, is not covered by the terms of the insurance policy. All such matters will be referred immediately for determination to the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces.

(e) *Relationship of the claims representatives of the carriers to technical services.* The insurance carrier through its investigation of accidents and the handling of settlements frequently obtains and compiles data which will be helpful to the representatives of the technical service on the project. The relationship between these parties should be one of mutual assistance and cooperation. The claims representative of the insurance carrier is required to cooperate with the technical service representative when requested to do so and to supply him with such data as will be of assistance to the latter in carrying out his duties. The supply service concerned will not request the claims representative of the insurance carrier to fill out forms, copy reports, or prepare other clerical data not necessary in the performance of his duties in connection with the handling of claims.

(f) *Loss reports*—(1) *Quarterly loss reports.* The insurance carrier is required to submit a quarterly loss report (for form see § 804.497 (w) and (x)) every three months during the term of the policy. The insurance carrier is required to furnish the contractor with five copies of the quarterly loss report. The contractor should retain two copies and send three copies to the contracting officer or his representative. The contracting officer will retain one copy unless the chief of the supply service concerned requires him to send it to a higher echelon within the supply service, and will forward two copies to the chief of the supply service concerned. The chief of the supply service will retain one copy and forward the other to the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces. In order that maximum use may be made of these reports, they will be forwarded promptly through channels as set forth above.

(2) *Preliminary settlement.* The insurance carrier will use the approved form of preliminary settlement (See § 804.497 (o) to (u)). Distribution of these forms when completed will be made as set forth in § 804.490 (a). The chief of the supply service concerned will obtain the approval or disapproval of these statements by the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces, before any final action is taken thereon. Refunds of premium may be accepted without reference to the approval or disapproval by the Insurance Branch. The chief of the supply service concerned will be notified of the action taken by the Insurance Branch.

(3) *Final settlement.* The same form shall be used for final settlement as is used for preliminary settlement statements (see § 804.497 (o) to (u)). If the final settlement statement is approved by the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces, after its examination of the claims files, the chief of the supply service concerned will be so notified. If settlement is deferred, the chief of the supply service concerned will be notified. In the event of a deferment of settlement, the carrier will submit an additional final settlement statement at the end of the deferred period as provided by the War Department Insurance Rating Plan Endorsement. Such additional final settlement statement will be acted upon by the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces in the same manner as an original final settlement statement.

(4) No other reports by insurance carriers concerning insured losses will be required unless requested by the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces.

(g) *Arbitration of losses.* If final settlement with a carrier is not feasible, by reason of dispute over losses claimed by such carrier, the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces will arrange for arbitration in accordance with the provisions of the War Department Insurance Rating Plan, and will notify the chief of the supply service concerned of the pendency of such arbitration. Upon final settlement of such losses, the chief of the supply service concerned will be notified.

(h) *Claims under Missouri Voluntary Workmen's Compensation Endorsement.* An agreement and release will be taken at the time settlement is made by the insurance carrier with an employee and a receipt and release will be taken at the time final payment is made. These are necessary and are required by the Insurance Commissioner of Missouri (for forms see § 804.497 (y) and (z)). The insurance carrier will be responsible for the execution of the forms.

Miscellaneous

§ 804.492 *War risk indemnity contracts.* With the passage of Public Law 784, 77th Congress, the execution of War risk indemnity contracts has become unnecessary. The authority heretofore granted in respect to the execution of such agreements is withdrawn.

§ 804.493 *Reports.* Copies of all policies, bonds, certificates of insurance, reports of insurance companies, and insurance advisors' boiler inspection contracts and all other data pertaining thereto will be forwarded promptly to the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces.

SUBPART E—BONDS AND INSURANCE FORMS

§ 804.496 *Bond forms*—(a) *Bid bond.* Standard Form No. 24 (Standard Government Form of Bid Bond (construction or supply)) is the approved bid bond form. In the preparation of the form, contracting officers are authorized, when it is deemed by them to be in the best interests of the Government, to insert in the blank space on page one, following the words "in the penal sum of" and before the word "dollars," the following clause:

an amount equal to ____ per cent of the accompanying bid of said principal, but in no event shall said penalty exceed the sum of_____

There should be inserted in the first blank space of the above clause the percentage deemed appropriate by the contracting officer, having regard to existing instructions of the chief of the supply service concerned, and in the second blank space the amount of the maximum penalty in dollars. Standard Form No. 24 reads as follows:

STANDARD GOVERNMENT FORM OF BID BOND (NO. 24)

(Construction or Supply)

Know all men by these presents, That we, as Principal, and _____ as Surety, are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of _____ dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal has submitted the accompanying bid, dated _____, 19____, for _____.

Now, therefore, if the principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Government, in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the principal shall pay the Government the difference between the amount specified in said bid and the amount for which the Government may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

In witness whereas, the above-bounden parties have executed this instrument under their several seals this ____ day of _____, 19____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(b) *Annual bid bond.* United States Standard Form No 34 (Revised) is the approved form of Annual Bid Bond. It reads as follows:

ANNUAL BID BOND (NO. 34)

(Supplies)

Know all men by these presents, that we _____, as Principal, and _____ as Surety, are held and firmly bound unto the United States of America, hereinafter called the Government, in such penal sum or sums, lawful money of the United States, as shall be sufficient to indemnify the Government in case of the default of the said principal as hereinafter set forth, for the payment of which sum or sums well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal contemplates submitting bids from time to time during the fiscal year ending June 30, 19____, to the _____ for furnishing materials and supplies to the Government, and desires that all such bids submitted for opening during said fiscal year be covered by a single bond instead of by a separate Bid Bond for each bid;

Now, therefore, if the principal shall not withdraw any such bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Government, in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of any bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the principal shall pay the Government the difference between the amount specified in said bid and the amount for which the Government may procure the required materials and supplies, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

In witness whereof, the above-bounden parties have executed this instrument under their several seals this _____ day of _____ 19____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(c) *Performance bond.* (1) Standard Form No. 25, Revised is the approved form of performance bond for use when the bond is to be executed by individual sureties, or by one corporate surety. The form is set forth in subparagraph (4) below.

(2) Standard Form No. 25–B is the approved form of performance bond for use when the bond is to be executed by two or more corporate sureties. For cases involving more than six sureties, continuation sheets to sheets one and three of the form are provided. These bear the form designations, Standard Form No. 25–B1 and 25–B3. Standard Form No. 25–B is set forth in subparagraph (5) below.

(3) When the aforementioned Standard Forms of performance bonds are used, there may be inserted therein the following additional clause.

Provided, however, that the foregoing obligation of the surety shall not be applicable to the liability of the principal for the return of excessive profits under the provisions of the Sixth Supplemental National Defense Appropriation Act, 1942.

(4) Performance Bond (No. 25).

PERFORMANCE BOND (NO. 25)

(Construction or Supply)

Know all men by these presents, that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of _____ dollars for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal entered into a certain contract, hereto attached, with the Government, dated _____, 19____, for _____.

Now, therefore, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Government, with or without notice to the surety,

and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

In witness whereof, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 19____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(5) Performance Bond (No. 25–B).

PERFORMANCE BOND (NO. 25–B)

(Construction or Supply. Corporate Co-Surety Form)

Know all men by these presents, that we, _____ as Principal, and the corporations hereinafter designated as Surety A to Surety _____, inclusive, as Sureties, are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of _____ dollars, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents: *Provided*, That we the sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite its name in the following schedule:

Surety	*Name and State of incorporation*	*Limit of liability*
A		
B		
C		

Q		

The condition of this Obligation is such, that whereas the Principal entered into a certain contract, hereto attached, with the Government dated _____, 19____, for _____

Now, therefore, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Government, with or without notice to the Sureties, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Sureties being hereby waived, then, this obligation to be void; othrwise to remain in full force and virtue.

In witness whereof, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 19____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(d) *Annual performance bond.* United States Standard Form No. 35 (Revised) is the approved form of annual performance bonds. It reads as follows:

ANNUAL PERFORMANCE BOND (NO. 35) (SUPPLIES)

Know all men by these presents, that we _____ as principal and _____ as surety are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of _____ dollars for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal contemplates entering into contracts from time to time during the fiscal year ending June 30, 19____, with the Government represented by _____ for furnishing materials and supplies to the Government and desires that all such contracts be covered by one bond instead of by a separate performance bond for each contract:

Now, therefore, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all such contracts so entered into during the original term thereof and any extensions that may be granted by the Government, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of such contract and may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

In witness whereof, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 19____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(e) *Payment bond.* (1) Standard Form No. 25–A is the approved form of payment bond for use when the bond is to be executed by individual sureties, or by one corporate surety. The form is set forth in subparagraph (3) below.

(2) Standard Form No. 25–C is the approved form of payment bond for use when the bond is to be executed by two or more corporate sureties. For cases involving more than six sureties, continuation sheets to sheets one and three of the form are provided. These bear the form designations, Standard Form No. 25–C1 and No. 25–C3. Standard Form No. 25–C is set forth in subparagraph (4) below.

(3) Payment Bond (No. 25–A).

PAYMENT BOND (NO. 25–A)

Know all men by these presents, that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of _____ dollars for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal entered into a certain contract, hereto attached, with the Government, dated _____, 19____, for _____

Now, therefore, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

In witness whereof, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 19____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(4) Payment Bond (No. 25–C).

PAYMENT BOND (NO. 25–C)

(Corporate Co-Surety Form)

Know all men by these presents, that we, _____ as Principal, and the corporations hereinafter designated as Surety A to Surety ____, inclusive, as Sureties, are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of _____ dollars, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents: *Provided*, That we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite its name in the following schedule:

Surety	*Name and State of incorporation*	*Limit of liability*
A		
B		
C		

Q		

The condition of this obligation is such, that whereas the Principal entered into a certain contract, hereto attached, with the Government, dated _____ 19____, for _____

Now, therefore, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Sureties being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

In witness whereof, the above-bounden parties have executed this instrument under their several seals this ____ day of _____ 19____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(f) *Advance payment bond.* (1) The approved forms of advance payment bond for use when the bond is to be executed by individual sureties or one corporate surety are set forth in subparagraphs (3) and (4) below. These forms are Standard Form No. 25, Revised (Standard Government Form of Performance Bond (construction and supply)), amended by the insertion of the italicized clauses.

(2) The approved forms of advance payment bond for use when the bond is to be executed by two or more corporate sureties are set forth in subparagraphs (5) and (6) below. These forms are Standard Form No. 25–B [Standard Government Form of Performance Bond (construction and supply)], amended by the insertion of the italicized clauses. For cases involving more than six sureties continuation sheets to sheets one and three of the form are provided bearing the designations "Standard Form No. 25–B1" and "Standard Form No. 25–B3."

(3) Advance Payment Bond.

ADVANCE PAYMENT BOND

(When the provisions for advance payments are contained in the basic contract)

Know all men by these presents, that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of _____ dollars for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal entered into a certain contract, hereto attached, with the Government, dated _____ 19__, for _____ *and whereas such contract authorizes advance payments to the contractor in the sums not to exceed $_____, or _____ per centum of the contract price, as it may be amended, whichever shall be the smaller.*

Now, therefore, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract *relating to advance payments* during the original term of said contract and any extensions thereof that may be granted by the Government, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract *relating to advance payments* that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

In witness whereof, the above-bounden parties have executed this instrument under their several seals this _____ day of _____ 19____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(4) Advance Payment Bond.

ADVANCE PAYMENT BOND

(When the provisions for advance payments are contained in a supplemental agreement)

Know all men by these presents, that we _____ as Principal, and the corporations hereinafter designated as Surety A to Surety ____, inclusive, as Sureties, are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of _____ dollars, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents: *Provided*, That we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite its name in the following schedule:

Surety	*Name and State of incorporation*	*Limit of liability*
A		
B		
C		

Q		

The condition of this obligation is such that whereas the Principal entered into a certain contract hereto attached, with the Government, dated _____ 19____, for _____ *and whereas such contract authorizes advance payments to the contractor in the sums not to exceed $_____, or _____ per centum of the contract price, as it may be amended, whichever shall be the smaller.*

Now, therefore, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract *relating to advance payments* during the original term of said contract and any extensions thereof that may be granted by the Government, with or without notice to the Sureties, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract *relating to advance payments* that may hereafter be made, notice of which modifications to the Sureties being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

In witness whereof, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 19__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(5) Advance Payment Bond.

ADVANCE PAYMENT BOND

(Corporate Co-Surety Form)

(When the provisions for advance payments are contained in the basic contract)

Know all men by these presents, That we, _____ as Principal, and the corporations hereinafter designated as Surety A to Surety ____, inclusive, as Sureties, are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of _____ dollars, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents: *Provided*, That we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite its name in the following schedule:

Surety	*Name and State of incorporation*	*Limit of liability*
A		
B		
C		

Q		

The condition of this obligation is such that whereas the Principal entered into a certain contract hereto attached, with the Government, dated _____ 19____, for _____ *and whereas such contract authorizes advance payments to the contractor in the sums not to exceed $_____, or _____ per centum of the contract price, as it may be amended, whichever shall be the smaller.*

Now, therefore, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract *relating to advance payments* during the original term of said contract and any extensions thereof that may be granted by the Government, with or without notice to the Sureties, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract *relating to advance payments* that may hereafter be made, notice of which modifications to the Sureties being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

In witness whereof, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 19__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(6) Advance Payment Bond.

ADVANCE PAYMENT BOND

(Corporate Co-Surety Form)

(When the provisions for advance payments are contained in a supplemental agreement)

Know all men by these presents, that we, _____ as Principal, and the corporations hereinafter designated as Surety A to Surety ____, inclusive, as Sureties, are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of _____ dollars, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents: *Provided*, That we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite its name in the following schedule:

Surety	*Name and State of incorporation*	*Limit of liability*
A		
B		
C		

Q		

The condition of this obligation is such, that whereas the Principal entered into a certain contract, hereto attached, with the Government, dated _____ 19__, for _____ *and whereas the Government has entered into a contract supplemental to the aforesaid principal contract, such supplemental contract being dated _____, 19__, and authorizing advance payments to the contractor of sums not to exceed $_____ or _____ per centum of the contract price, as it may be amended, whichever shall be the smaller.*

Now, therefore, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said *supplemental contract relating to advance payments* during the original term of said *supplemental contract relating to advance payments* and any extensions thereof that may be granted by the Government, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said *supplemental contract relating to advance payments* that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

In witness whereof, the above-bounden parties have executed this instrument under their several seals this ____ day of _____, 19__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(6) Advance Payment Bond.

ADVANCE PAYMENT BOND

(Corporate Co-Surety Form)

(When the provisions for advance payments are contained in a supplemental agreement)

Know all men by these presents, that we, _____ as Principal, and the corporations hereinafter designated as Surety A to Surety ____, inclusive, as Sureties, are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of _____ dollars, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents: *Provided*, That we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite its name in the following schedule:

Surety	*Name and State of incorporation*	*Limit of liability*
A		
B		
C		

Q		

The condition of this obligation is such, that whereas the Principal entered into a certain contract, hereto attached, with the Government, dated _____ 19__, for _____ *and whereas the Government has entered into a contract supplemental to the aforesaid principal contract, such supplemental contract being dated _____ and authorizing advance payments to the contractor of sums not to exceed $_____ or _____ per centum of the contract price, as it may be amended, whichever shall be the smaller.*

Now, therefore, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said *supplemental contract relating to advance payments* during the original term of said *supplemental contract relating to advance payments* and any extensions thereof that may be granted by the Government, with or without notice to the Sureties, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said *supplemental contract relating to advance payments* that may hereafter be made, notice of which modifications to the Sureties being hereby waived,

then, this obligation to be void; otherwise to remain in full force and virtue.

In witness whereof, the above-bounden parties have executed this instrument under their several seals this _____ day of _____ 19___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(g) *Patent infringement bond.* The following is the approved form of patent infringement bond:

Know all men by these presents, that we, _____ as Principal, and _____, as Surety, are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of _____ dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal entered into a certain contract, hereto attached, with the Government, dated _____, 19____, for _____

and whereas the said principal has specifically obligated himself in said contract to hold and save the Government, its officers, agents, servants, and employees, harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, article, or appliance manufactured or used in the performance of that contract, including their use by the Government of the articles therein contracted for.

Now, therefore, if the principal shall well and truly perform and fulfill the above undertaking and agreement, and shall promptly make payment of any judgment and costs obtained against the United States under the provisions of the Act of June 25, 1910 (36 Stat. 851) as amended by the Act of July 1, 1918 (40 Stat. 705) or expenses incident thereto, then this obligation to be void; otherwise to remain in full force and virtue.

In witness whereof, the above-bounden parties have executed this instrument under their several seals this ____ day of _____ 19____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(h) *Consent of surety.* (1) The following form is authorized for use in all cases other than those specified in subparagraphs (2) and (3) below.

Consent of Surety is hereby given to the foregoing Supplemental Agreement, and the Surety agrees that its bond or bonds shall apply to and cover the due performance of the contract as modified and extended thereby.

(2) The following form is authorized for use in cases where only payment bonds are involved.

Consent of Surety is hereby given to the foregoing Supplemental Agreement and the surety agrees that its bond or bonds shall apply and extend to the contract as modified or amended thereby.

(3) The following form is authorized for use when advance payments are added by supplemental agreement after the original contract has been executed and the performance bond given.

The undersigned surety company (or companies), surety (or sureties) on the performance bond supporting Contract No. _____ dated _____ with _____ (principal) of _____ (city and state) _____ hereby consent to the alteration of the contract effected by the execution of the agreement supplemental thereto dated _____ providing for advance payments, upon the condition that it (or they) shall not be liable under such performance bond for any portion of the advance payments which is not used by the contractor for the purposes of the contract.

If, in the event of default under the contract, the surety company (or companies) is (are) permitted to perform, and in case the additional funds for full performance are not available, it is understood and agreed that the number of articles to be delivered or the services to be performed under said contract shall be reduced in the proportion that the amount of advance payment moneys not used for the purposes of the contract bears to the total contract price.

In witness whereof, the respective sureties have executed this instrument under their several seals this _____ day of _____ 19____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(4) In appropriate cases, the words "Supplemental Agreement" contained in the above forms may be changed to "Change Order".

(i) *Fidelity bond.* The primary commercial blanket form of fidelity bond as standardized by the Surety Association of America or its equivalent is the approved form of fidelity bond. There should be attached thereto the following:

(1) A rider providing for retroactive reinstatement for prior losses.

(2) A rider excluding any claim on the part of the surety company to be subrogated, on payment of loss or otherwise, to any claim against the United States.

(3) A rider providing for pro rata refund of premium in event of cancellation by the Insured.

(4) A rider providing for notice to the technical service concerned in the event of any change in or cancellation of the bond.

(5) A rider providing for investigation of all Class A employees.

(6) A rider providing for investigation of all claims.

(7) (Optional) A rider eliminating a premium charge for restoring the bond penalty after losses.

(j) *Forgery bond.* The depositor's form of forgery bond or policy as standardized by the Surety Association of America or its equivalent is the approved form of forgery bond. There should be attached thereto the following:

(1) A rider providing for retroactive reinstatement for prior losses.

(2) A rider excluding any claim on the part of the surety company to be subrogated, on payment of loss or otherwise, to any claim against the United States.

(3) A rider providing for pro rata refund of premium in event of cancellation by the Insured.

(4) A rider providing for notice to the technical service concerned in the event of any change in or cancellation of the bond.

(5) A rider providing for the investigation of all claims.

(6) (Optional) A rider eliminating premium charge for restoring the bond penalty after losses.

(k) *License or permit bond.* The form of license or permit bond prescribed by statute or ordinance of the public authority having jurisdiction is the approved form of bond.

(l) *Bond data sheet.* The following form of bond data sheet is authorized for use:

Date _____

Headquarters, Army Service Forces,
Fiscal Division,
Insurance Branch,
Washington, D. C.

Name of Principal _____
(Vendor, Contractor, Subcontractor, or Architect-Engineer)

Contract No. _____
Name of project _____
Location of project _____
Amount of contract _____
Description of contract _____
Penalty of bond _____
Type of bond _____
Name of surety _____
Bond number _____
Effective date of bond _____
Premium _____
Rate of premium per thousand _____

_____
(Technical Service)

§ 804.497 *Insurance forms*—(a) *Release form.*

_____
(Date)

To the _____
(Name of Contractor)

_____
(Location)

This is to certify that the United States of America has no interest under

(Type) _____ Contract No. _____
(Type) _____ Contract No. _____
_____ Contract No. _____

with your Company in the property damaged by _____ on _____,
(Cause) (Date)

and situate on the premises at _____ as described in policy No. _____ of the _____ Company; except as follows:—

The interest of the United States in the losses involved in the above mentioned contract(s) and covered by the above mentioned insurance policy amounts to $_____
(Write appropriate figure or word "None")

_____
(Title)

(b) *Fire insurance endorsement.*

Dated_____

To be attached to Policy No. _____

1. This policy covers all property owned wholly or in part by the United States or in which the United States has any interest, legal or equitable, by way of lien, mortgage, pledge, or otherwise, while said property is on the premises of the assured as described in the policy to which this endorsement is attached. Loss if any under this policy shall be payable to the contractor and to the Treasurer of the United States as their respective interests may appear, provided, however, that the United States is entitled to indemnity, in preference and priority, on all property insured hereunder and in which it has an interest.

2. This policy, with respect to the interests of the United States, shall not be altered, cancelled, or further endorsed, transferred or assigned, unless written notice to that effect shall be given, at least twenty days in advance, to the United States of America, through _____
_____
(Insert name or names and addresses of Contracting Officer of the technical service involved);

except that, upon written request of the United States to the contractor, this policy may be cancelled at any time by the contractor upon mailing copy of such request to the company, and the company shall refund the excess of the paid premium above the pro rata premium for the expired time.

3. Since this policy is hereby endorsed primarily to afford protection to the United States, and since the United States is not in a position to determine whether the assured under this policy is under-insured, any co-insurance clause of this policy as far as the interest of the United States is concerned is hereby declared to be inoperative and of no effect.

4. Inasmuch as the United States is not in control of the insured property, this policy, with respect to the interest of the United States, shall not be impaired or affected by the failure of the assured to comply with any condition or warranty contained therein.

_____
(Name of insurance company)
By_____

(c) *War risk insurance report.* A report on the following form should be executed in triplicate and forwarded to the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces, Room 5D461 The Pentagon, Washington, D. C.

The following data are submitted pursuant to the terms of the master policy with coverage commencing_____

1. Name of vessel_____
2. Owners_____
3. Value of hull_____ $_____
4. Crew life_____ $_____
5. Crew effects_____ $_____
6. Wages and Bonuses (annual)_____ $_____
7. Protection and Indemnity_____ $_____
8. Quote excerpt from Contract, Rental Agreement or Charter Parties, delineating responsibility of War Department.

_____
_____
_____
Technical Service or Command

(e) *War Department Insurance Rating Plan endorsement.*

Amending Policy Numbered_____

1. It is agreed that the premiums for the policies numbered: _____
_____
_____
issued by the Company affording insurance in connection with the War Department Cost-Plus-A-Fixed-Fee Contract No. _____,
(Name of Contractor)
to _____
_____
_____
and all subcontractors performing operations on a Cost-Plus-A-Fixed-Fee basis in connection with a project at_____
_____
shall be a fixed charge plus modified losses plus all actual allocated claim expense, all multiplied by the tax multiplier, subject to a maximum premium equal to the amount obtained by the application of the tax multiplier to 90% of the standard premium.

a. The premium computed in accordance with the provisions of the policies, other than this endorsement, shall be known as the "standard premium" and shall be computed in accordance with manual rules and rates which have been approved by the Under Secretary of War.

b. "Losses incurred" as used in this endorsement shall mean the sum of all losses (indemnity and medical) actually paid plus reserves for unpaid losses as determined by the Company and approved by the insured and the Under Secretary of War.

c. "Modified losses" as used in this endorsement shall mean the losses incurred converted by the application of the factor 1.12.

d. "Allocated claim expense" as used in this endorsement shall mean actual payments and reserves for legal expenses, excluding the cost of investigation and adjustment of claims by salaried employees and fee adjusters, but including attorney's fees, court costs, interest, expense for expert testimony, examination, X-ray, autopsy or medical expenses of any kind not incurred for the benefit of the injured or any other expenses incurred under the policy other than payment of indemnity or medical treatment, provided that only those items of expense which can be directly allocated to a specific claim involving litigation or possible litigation when necessary to determine the Company's liability shall be included.

e. "Fixed charge" as used in this endorsement shall mean the amount provided for fixed expenses and for losses in excess of the maximum. The fixed charge shall be determined by applying the appropriate percentage as set forth in Table I, to the sum of 90% of the standard premium for Workmen's Compensation and Employers' Liability and 100% of the standard premium for Automobile Bodily Injury Liability and Property Damage Liability coverages and all other bodily injury liability and property damage liability coverages combined.

f. TABLE I—TABLE OF FIXED CHARGES

(1) Standard Premium:[2]	(2) *Fixed charge*[2]
$5,000 or less	37.
$10,000	29.
$25,000	24.
$50,000	18.4
$100,000	12.5
$150,000	11.5
$200,000	10.5
$250,000	9.7
$300,000	9.
$350,000	7.5
$400,000 to $700,000	6.5
$700,000 and over	6.3

[2] Standard Premium to be used in determining applicable fixed Charge percentage (90% of Standard Premium for Workmen's Compensation and Employers' Liability and 100% of Standard Premium for all bodily injury liability and property damage liability coverages).

[2] Fixed charge (expressed as a percentage of standard premium stated in column 1).

If the standard premium lies between any two of the figures in the standard premium column, the Fixed Charge shall be interpolated.

g. "Tax Multiplier" as used in this endorsement shall mean the factor as set forth in Table II, to be applied to the fixed charge, to the modified losses and to the allocated claim expense in order to increase those amounts sufficiently to provide for those taxes which are levied as a percentage of premium and for assessments for industrial commissions, rating boards and bureaus.

h. TABLE II—TABLE OF TAX MULTIPLIERS

State	Workmen's compensation and employers' liability—Tax multiplier applicable to total insurance costs	Automobile bodily injury liability and property damage liability—Tax multiplier applicable to total insurance costs	Other bodily injury liability and property damage liability—Tax multiplier applicable to total insurance costs
All States except as noted below	1.029	1.024	1.024
Alabama	1.034	1.029	1.029
Arkansas	1.050	1.024	1.024
California	1.035	1.030	1.030
Delaware	1.050	1.024	1.024
Florida	1.036	1.024	1.024
Georgia	1.053	1.024	1.024
Hawaii	1.034	1.029	1.029
Idaho	1.040	1.034	1.034
Iowa	1.034	1.029	1.029
Kansas[1]	1.029	1.024	1.024
Louisiana	1.037	1.031	1.031
Maryland[2]	1.029	1.024	1.024
Mississippi	----------	1.034	1.034
New Jersey	1.042	1.024	1.024
New York[3]	1.040	1.024	1.024
N. Carolina	1.062	1.029	1.029
N. Dakota	----------	1.029	1.029
Ohio	----------	1.029	1.029
Oklahoma	1.05	1.045	1.045
Oregon	----------	1.026	1.026
Pennsylvania	1.040	1.024	1.024
S. Carolina	1.056	1.034	1.034
S. Dakota	1.034	1.029	1.029
Tennessee	1.050	1.029	1.029
Texas	1.058	1.053	1.051
Utah	1.031	1.026	1.026
Virginia	1.034	1.031	1.031
Washington	----------	1.026	1.026
Wyoming	----------	1.029	1.029

[1] Kansas Compensation Act provides for levying varying fees per claim which are paid into a fund for the support of the Industrial Commission. All such fees must be added to the modified losses before applying the tax multiplier.

[2] Maryland Compensation Act provides for levying assessment per $100 of payroll for expenses of Industrial Commission. An amount equal to 3.4 cents per $100 of payroll must be added to the fixed charges before applying the tax multiplier.

[3] New York Compensation Act provides for levying an assessment on indemnity losses for expenses of the Department of Labor. An amount equal to 4.5% of the indemnity losses incurred must be added to the modified losses before applying the tax multiplier.

2. If Table II fails to provide the proper tax multiplier, the multiplier will be obtained by using the following formula:

$$\text{Tax Multiplier} = \frac{1}{1.0 - (\text{the tax loading plus } 0.8\%)}$$

In any case where the tax multiplier is obtained by use of the formula and not the table, it will not be used in the premium computation until approved by the insured and the Under Secretary of War.

3. The deposit premium shall be 15% of the estimated annual standard premium.

4. The Company shall be paid 50% of the earned standard premium on policies written on a payroll basis determined monthly by audit of the expended payrolls and 50% of the earned standard premium on all other policies determined monthly on the basis of the actual monthly exposures.

5. The Company shall furnish to the insured and to the War Department a quarterly itemized statement of incurred losses.

6. Within sixty days after termination of the policies, the Company shall compute the aggregate amount of modified losses plus all allocated claim expense times the tax multiplier, the aggregate fixed charge times the tax multiplier and the aggregate earned standard premium, and a preliminary settlement of premium shall be made.

7. Within eight months after termination of the policies, based upon a determination of loss reserves made not earlier than six months after such termination, the final settlement of premium computed in accordance with the provisions of this endorsement shall be made. If the losses so determined are not approved by the insured and the Under Secretary of War and agreement cannot be reached as to any modification thereof, the final settlement shall be deferred for a further period of six months or such further period up to twenty-four months as may be necessary to produce an approved determination of such loss reserves. In the event an approved determination of loss reserves cannot be reached by this method, the matter shall be referred for arbitration to a committee of three, one member of which shall be selected by the insured, one by the Company, and the third by those two members, and the decision of this committee shall be final upon approval by the Under Secretary of War.

8. If the policies are canceled, the earned standard premium shall be determined on a pro rata basis, but if such cancelation is effected by the insured—except for cancelation on termination of the project—the maximum premium shall be 90% of the standard premium for the original policy period, obtained by extending the earned standard premium on a pro rata basis, all increased by the provision for taxes.

ATTACHMENT

The Company may use its usual attachment clause.

NOTE: The method set forth below is to be followed in stating the Name of Employer in Item 1 of the Declarations:

Name of Employer: _____, C.P.F.F. contractor with U.S.A., and others, as described in endorsement _____
(Insert "attached" or number)

(d–1) *Mandatory endorsement amending War Department Insurance Policy Plan regarding approval of losses.* It is agreed that the War Department Insurance Rating Plan endorsement is hereby amended as follows:

(1) The words "the insured and" are deleted from Division b. of paragraph 1, from paragraph 2 and from the second sentence of paragraph 7.

(2) The words "Under Secretary of War" are substituted for the word "insured" in the third sentence of paragraph 7.

Accepted By _____
(Name of Insured)

(e) *General endorsement for general liability policy.*

Amending Policy Numbered_____
It is agreed that:

1. *Name of insured.* The name and address of the Insured are: _____

(Name and address of Contractor)
prime cost-plus-a-fixed-fee contractor under Government Contract No. _____ with the United States of America and_____

(Names and addresses of subcontractors)
cost-plus-a-fixed-fee subcontractors and all other cost-plus-a-fixed-fee subcontractors under such contract.

The prime contractor agrees to notify the Company as soon as practicable of the names of all cost-plus-a-fixed-fee subcontractors under such contract not named herein. Failure so to notify the Company shall not invalidate the insurance.

Any notice relating to this insurance mailed or delivered by the Company to the prime contractor and to the subcontractors named in the policy shall be deemed notice to all subcontractors not named in the policy.

2. *Operations covered.* Such insurance as is afforded by the policy applies to all operations in connection with the contract designated in paragraph 1 of this endorsement and all subcontracts thereunder and does not apply to any other operations of the insured.

3. *Waiver of subrogation against the United States.* The Company waives any right of subrogation against the United States of America which might arise by reason of any payment under the policy.

4. *Rate adjustment.* The rules and rates upon which the standard premium for the policy is based are subject to change at the end of each year of the policy to accord with rules and rates then in use by the Company, subject to the approval of the Under Secretary of War.

5. *Cancelation.* The cancelation condition of the policy is amended as follows:

a. The reference therein to a specified number of days is changed to thirty days.

b. This policy may be canceled by the named insured by mailing written notice to the Company stating when not less than thirty days thereafter such cancelation shall be effective.

c. Cancelation by the Company shall not be effective unless a copy of the notice of cancelation is mailed to_____

(Insert name or names and addresses of Contracting Officers of the technical service involved)
on the same day that notice of cancelation is mailed or delivered to the named insured.

d. In the event of cancelation by the named insured the Company will as soon as practicable mail notice thereof to the officer or officers named in the preceding paragraph.

6. *Aggregate limits.* As respects insurance afforded under the policy for which an aggregate limit of liability is set forth therein such limit of liability shall apply to each year of the policy period.

7. *Interpretation of cross liability.* As respects claims against any insured under this policy other insureds or the employees of other insureds shall be deemed to be members of the public.

8. *Exclusion of products liability.* The policy does not apply.

a. To the handling or use of, the existence of any condition in or a warranty of goods or products manufactured, sold, handled or distributed by the named insured, other than equipment rented to or located for use of others but not sold, if the accident occurs after the insured has relinquished possession thereof to others and away from premises owned, rented or controlled by the insured or on premises for which the classification is stated in the declarations as subject to this exclusion;

b. To operations, other than pick-up and delivery and the existence of tools, uninstalled equipment and abandoned or unused materials, if the accident occurs after such operations have been completed or abandoned at the place of occurrence thereof and away from premises owned, rented or controlled by the insured.

9. *Malpractice.* It is agreed that malpractice, error or mistake in rendering of medical, surgical, nursing or hospital services or treatment or the omission thereof shall be deemed an accident, and that all malpractice, error or mistake in the rendering or omission of such services or treatment to any one person shall be deemed one accident.

10. *Definition of "cost".* When used as a premium basis the word "cost" shall mean the total cost of all operations performed for the named insured during the policy period by independent contractors not on a cost-plus-a-fixed-fee basis, including materials used or delivered for use, except maintenance or ordinary alterations and repairs on premises owned or rented by the named insured; any other provision of the policy relating to the meaning of the word "cost" when used as a premium basis is eliminated.

11. *Premium adjustment.* The premium for this policy is to be computed in accordance with the provisions of the War Department Insurance Rating Plan Endorsement forming a part of Policy No._____
(Insert number of Workmen's Compensation Policy)

ATTACHMENT

The Company may use its usual attachment clause.

NOTE: The method set forth below is to be followed in stating the Name of Insured in Item 1 of the Declarations:

Name of Insured_____
C. P. F. F. contractor with U. S. A., and others, as described in endorsement_____
(Insert "attached" or number)

(f) *General endorsement for automobile liability policy.*

Amending Policy Numbered_____
It is agreed that:

1. *Name of Insured.* The name and address of the Insured are: _____

(Name and address of Contractor)
prime cost-plus-a-fixed-fee contractor under Government Contract No. _____ with the United States of America and _____

(Names and addresses of subcontractors)
cost-plus-a-fixed-fee subcontractors and all other cost-plus-a-fixed-fee subcontractors under such contract.

The prime contractor agrees to notify the Company as soon as practicable of the names of all cost-plus-a-fixed-fee subcontractors under such contract not named herein. Failure so to notify the Company shall not invalidate the insurance.

Any notice relating to this insurance mailed or delivered by the Company to the prime contractor and to the subcontractors named in the policy shall be deemed notice to all subcontractors not named in the policy.

2. *Automobiles covered.* Such insurance as is afforded by the policy applies with respect to all automobiles owned or hired by the named insured if maintained for use principally in connection with the contract designated in paragraph 1 of this endorsement or any subcontract thereunder and applies with respect to all other automobiles only while used in connection with such contracts. Such insurance does not apply, however, to automobiles used exclusively on the premises and the ways immediately adjoining at which the work under such contracts is performed.

Automobiles owned by the named insured shall for the purposes of this insurance include automobiles owned in full or in part by the named insured or purchased or hired under bailment lease or owned by the United States of America and furnished to the named insured for his use.

Any exclusion with respect to use of an owned or hired automobile as a taxicab, public bus, public or livery conveyance or in the business of trucking for others, or beyond the limitations of restricted use endorsement is waived.

Any provision of the policy relating to fleet discounts is eliminated.

The premium for non-ownership coverage shall be determined by the application of the rates per $1,000 of remuneration for bodily injury liability and for property damage liability stated in the Declarations. The term "remuneration" as used herein shall include the remuneration earned by all employees of the named insured while engaged in operations in connection with such contracts. Any other provision of the Policy relating to premium for such coverage is eliminated.

3. *Waiver of subrogation against the United States.* The Company waives any right of subrogation against the United States of America which might arise by reason of any payment under the policy.

4. *Rate adjustment.* The rules and rates upon which the standard premium for the policy is based are subject to change at the end of each year of the policy to accord with rules and rates then in use by the Company, subject to the approval of the Under Secretary of War.

5. *Cancelation.* The cancelation condition of the policy is amended as follows:

a. The reference therein to a specified number of days is changed to thirty days.

b. This policy may be canceled by the named insured by mailing written notice to the Company stating when not less than thirty days thereafter such cancelation shall be effective.

c. Cancelation by the Company shall not be effective unless a copy of the notice of cancelation is mailed to _____

(Insert name or names and addresses of Contracting Officers of the Supply Service involved)
on the same day that notice of cancelation is mailed or delivered to the named insured.

d. In the event of cancelation by the named insured the company will as soon as practicable mail notice thereof to the officer or officers named in the preceding paragraph.

6. *Interpretation of cross liability.* As respects claims against any insured under this policy other insureds or the employees of other insureds shall be deemed to be members of the public.

7. *Premium adjustment.* The premium for this policy is to be computed in accordance with the provisions of the War Department Insurance Rating Plan Endorsement forming a part of Policy No._____

(Insert number of Workmen's Compensation Policy)

ATTACHMENT

The Company may use its usual attachment clause.

NOTE: The method set forth below is to be followed in stating the Name of Insured in Item 1 of the Declarations:

Name of Insured: _____
C. P. F. F. contractor with U. S. A., and others, as described in endorsement _____

(Insert "attached" or number)

(g) *General endorsement for workmen's compensation and employers' liability policy.*

Amending Policy Numbered _____
It is agreed that:

1. *Name of employer.* The name and address of this Employer are: _____

(Name and address of contractor)

prime cost-plus-a-fixed-fee contractor under Government Contract No. _____ with the United States of America and _____

(Names and addresses of subcontractors)
cost-plus-a-fixed-fee subcontractors and all other cost-plus-a-fixed-fee subcontractors under such contract.

The prime contractor agrees to notify the Company as soon as practicable of the names of all cost-plus-a-fixed-fee subcontractors under such contract not named herein. Failure so to notify the Company shall not invalidate the insurance.

Any notice relating to this insurance mailed or delivered by the Company to the prime contractor and to the subcontractors named in the policy shall be deemed notice to all subcontractors not named in the policy.

2. *Operations covered.* Such insurance as is afforded by the policy applies to all operations in connection with the contract designated in paragraph 1 of this endorsement and all subcontracts thereunder and does not apply to any other operations of the Employer.

3. *Waiver of subrogation against the United States.* The Company waives any right of subrogation against the United States of America which might arise by reason of any payment under the policy.

4. *Rate adjustment.* The rules and rates upon which the standard premium for the policy is based are subject to change at the end of each year of the policy to accord with rules and rates then in use by the Company, subject to the approval of the Under Secretary of War. This provision applies in addition to any other provision in the policy with respect to changes in rules and rates.

5. *Cancelation.* The cancelation condition of the policy is amended as follows:

a. The reference therein to a specified number of days is changed to thirty days.

b. Cancelation by the Company shall not be effective unless a copy of the notice of cancelation is mailed to_____

(Insert name or names and addresses of Contracting Officer of the Supply Service involved)
on the same day that notice of cancelation is mailed or delivered to the Employer.

c. In the event of cancelation by the Employer the Company will as soon as practicable mail notice thereof to the officer or officers named in the preceding paragraph.

6. *Aggregate limits.* As respects insurance afforded under the policy for which an aggregate limit of liability is set forth therein such limit of liability shall apply to each year of the policy period.

7. *All States coverage.* In the event the Employer is obligated to pay compensation benefits under any Workmen's Compensation law of any state or district of the United States other than a Workmen's Compensation law cited in an endorsement made a part of the policy because of injuries sustained by employees while engaged in operations for the Employer in connection with the contract designated in paragraph 1 of this endorsement and all subcontracts thereunder, the Company agrees to pay such compensation benefits under the law of any such state other than the law of a state which does not permit the writing of Workmen's Compensation insurance by private carriers.

ATTACHMENT

The Company may use its usual attachment clause.

NOTE: The method set forth below is to be followed in stating the Name of Employer in Item 1 of the Declarations:

Name of Employer: _____, C. P. F. F. contractor with U. S. A., and others, as described in endorsement_____

(Insert "attached" or number)

(h) *Special endorsement for Missouri compensation policies written under the War Department Insurance Rating Plan.*

It is agreed that:

1. The provisions of this endorsement are applicable solely with respect to persons in the employ of this Employer who are engaged in the business operations covered by the policy and whose average annual earnings exceed $3,600.

2. In the event of personal injury or death of any such person arising out of and in the course of his employment, the company will pay, subject to the provisions of paragraphs 3, 4 and 5 hereof, on behalf of this Employer, the same compensation and the same medical, surgical, hospital and other statutory benefits to or for such injured person or to any person claiming by, through, or under him in the event of death resulting from such injury, as would be payable under the Workmen's Compensation Law of Missouri if the injury or death had been that of an employee of this Employer whose average annual earnings were $3,600.

3. In consideration of these payments and as a condition precedent thereto the injured person or any persons claiming by, through or under him shall execute a full release of all claims for damages against this Employer in the manner required by the Company and shall in addition execute an assignment to the Company of any right of action available to any of them against any person, firm, corporation or estate other than this Employer which is or may be liable for such injury or death. If death of the injured shall result after a period of disability, death being due to such injuries and any one claiming by, through or under the injured shall accept any payment provided for in this endorsement which accrues after such death, with notice or knowledge of said release and assignment, the acceptance of such payment shall operate to estop the person so accepting from asserting that such release or assignment is not binding upon him.

4. If the Company proceeds upon such assignment and recovers and collects an amount from the party at fault in excess of the amount of the payments made hereunder, the Company shall first take the necessary expenses of the procedure and shall pay any remaining balance of such excess so obtained to the person or persons executing the assignment. The Company shall have power and discretion to proceed against the party at fault or to settle with said party upon such terms as may seem desirable to the Company, either without litigation or during the pendency thereof.

5. If the injured person or any person claiming by, through or under him shall refuse to accept the payments offered under the provisions of the preceding paragraphs, then the Company may withdraw the foregoing proposal without notice, under which circumstances the Company will be no longer bound by the undertakings expressed in the preceding paragraphs. If any claim, suit or demand is made or prosecuted against this Employer or any other person or organization for damages for such injuries or death, such claim, suit or demand shall be considered as a refusal to accept such payments and the obligations of the Company as expressed in Paragraph One (b) of the Policy as well as all parts of the Policy having reference thereto, subject however, to such limitations or modifications as may be endorsed thereon, shall be available to this Employer and shall be and remain the obligations of the Company as fully and completely as if this endorsement had not been written.

THE _____ INSURANCE COMPANY.

(i) *Special endorsement for Delaware compensation policies written under the War Department Insurance Rating Plan.*

The insurance shall be continuous until completion of the project or operation, except that if the project or operation is of indefinite duration and continues for a longer period than twenty-four months, at the expiration of the first twenty-four months the Rating Plan shall be applied and the policy shall be renewed and the Rating Plan again applied at the end of each twenty-four months' period, as though it were a new project or operation.

It is agreed that except for cancelation under the War Department Insurance Rating Plan Endorsement this policy shall remain in effect for a period of twelve months and shall be renewed from year to year to the completion of the contract described in this policy.

It is also agreed that the Workmen's Compensation Rules and Rates which have been approved by the Industrial Accident Board of the State of Delaware and the Under Secretary of War shall be applicable to this policy and that the rates expressed in this policy shall be subject to change in accordance with the Rate Manuals promulgated by the Delaware Compensation Rating and Inspection Bureau and approved by the Industrial Accident Board of the State of Delaware and the Under Secretary of War.

It is agreed that Workmen's Compensation losses will be valued by the Delaware Compensation Rating and Inspection Bureau in accordance with the instructions of the Industrial Accident Board of the State of Delaware as approved by the Under Secretary of War.

It is further agreed that the named insured will undertake, and the insurance carrier hereby assumes, all of the liability under the Delaware Compensation Law because of injury or death resulting therefrom to employees of subcontractors who perform any part of the work described in this policy under cost-plus-a-fixed-fee contracts. To this end the named insured agrees to notify all subcontractors that he has assumed this liability and has provided the insurance thereof.

This endorsement forms a part of Compensation
Policy No. --------
Issued to ----------

(Insurance Carrier)
Revised Draft. Nov. 5, 1941. Incl. #2.

(j) *Special endorsements for Massachusetts compensation policies written under the War Department Insurance Rating Plan*—(1) *War Project Endorsement Form (D).*

The insurance company shall audit the payroll for the purpose of computing premiums under this policy as soon as possible after its final expiration and, in any event, within eight months. Payroll audits shall not be waived.

(2) *War Department Insurance Rating Plan Endorsement Form (2A).* Amending revised Form 2 (see paragraph (d)).

Clause 1 (a) is hereby amended to read as follows:

The premium computed in accordance with the provisions of the policies, other than this endorsement, shall be known as the "standard premium" and shall be computed in accordance with manual rules and rates which have been approved by the *Massachusetts Commissioner of Insurance* and the Under Secretary of War.

Clause 1 (b) is hereby amended to read as follows:

"Losses incurred" as used in this endorsement shall mean the sum of all losses (indemnity and medical) actually paid plus reserves for unpaid losses as determined by the Company and approved by the *Massachusetts Commissioner of Insurance* and the Under Secretary of War.

Clause 2 is hereby amended to read as follows:

In any case where the tax multiplier is obtained by use of the formula and not the table, it will not be used in the premium computation until approved by *insurance company* and the Under Secretary of War.

Clause 5 is hereby amended to read as follows:

The Company shall furnish to the *Massachusetts Commissioner of Insurance* and to the War Department a quarterly itemized statement of incurred losses.

Clause 7 is hereby amended to read as follows:

Within eight months after termination of the policies, based upon a determination of loss reserves made not earlier than six months after such termination, the final settlement of premium computed in accordance with the provisions of this endorsement shall be made. If the losses so determined are not approved by the *Massachusetts Commissioner of Insurance* and the Under Secretary of War and agreement cannot be reached as to any modification thereof, the final settlement shall be deferred for a further period of six months or such further period up to twenty-four months as may be necessary to produce an approved determination of such loss reserves. In the event such an approved determination of loss reserves cannot be reached by this method, the matter shall be referred for arbitration to a Committee of three, one member to be selected by the insured, one by the carrier and a third by those two members and the decision of this committee shall be final upon approval by the Massachusetts Commissioner of Insurance and the Under Secretary of War.

(3) *General Endorsement for Workmen's Compensation and Employers' Liability Policy.* Amending Workmen's Compensation Endorsement 10 (see paragraph (g)).

The second sentence of paragraph 2, clause 1, is hereby amended so as to read as follows:

Failure so to notify the Company shall not invalidate the insurance but the insurance company shall be entitled to all premiums due on account of the operations of such subcontractor.

Clause 4, is hereby amended so as to read as follows:

The rules and rates upon which the standard premium for the policy is based are subject to change at the end of each year of the policy to accord with rules and rates which the Massachusetts Commissioner of Insurance permits the Company to use, subject to the approval of the Under Secretary of War. This provision applies in addition to any other provision in the policy with respect to changes in rules and rates.

(4) *General Endorsement for Automobile Liability Policy.* Amending Automobile Liability Endorsement 30 (see paragraph (f)).

The second sentence of paragraph 2 of clause 1 is hereby amended so as to read as follows:

Failure so to notify the Company shall not invalidate insurance but the insurance company shall be entitled to all premiums due on account of the operations of such subcontractor.

(5) *War Department Amended Insurance Service Agreement (see paragraph (l)).*

Paragraph 1 of the War Department Insurance Service Agreement is hereby amended by striking out said paragraph 1 and inserting in its place the following new paragraph.

I (We) ----------, [1] Insurance Advisor licensed under Gen. Laws, Chap. 175, Sec. 177B, [1] Insurance Agent licensed under Gen. Laws, Chap. 175, Sec. 163, [1] Insurance Broker licensed under Gen. Laws, Chap. 175, Sec. 166, hereinafter called the Party of the First Part, agree, in consideration of a sum of money to be determined as hereinafter set forth, to render complete insurance advisory service to ----------, hereinafter called the Party of the Second Part, on all insurance upon which a fixed charge is based, during the construction or operation of ----------, located at ---------- from the effective date of this Agreement continuously until final settlement of all premiums has been made.

(k) *Special endorsement for Pennsylvania compensation policies written under the War Department Insurance Rating Plan.*

XXIV.—SPECIAL ENDORSEMENT FOR PENNSYLVANIA COMPENSATION POLICIES WRITTEN UNDER THE WAR DEPARTMENT INSURANCE RATING PLAN

The insurance shall be continuous until completion of the project or operation, except that if the project or operation is of indefinite duration and continues for a longer period than twenty-four months, at the expiration of the first twenty-four months the Rating Plan shall be applied and the policy shall be renewed and the Rating Plan again applied at the end of each twenty-four months' period, as though it were a new project or operation.

It is agreed that except for cancelation under the War Department Insurance Rating Plan Endorsement this policy shall remain in effect for a period of twelve months and shall be renewed from year to year to the completion of the contract described in this policy.

It is also agreed that the Workmen's Compensation Rules and Rates which have been approved by the Pennsylvania Insurance Commissioner and the Under Secretary of War shall be applicable to this policy and that the rates expressed in this policy shall be subject to change in accordance with the rate Manuals promulgated by the Pennsylvania Compensation Rating and Inspection Bureau and approved by the Pennsylvania Insurance Commissioner and the Under Secretary of War.

It is agreed that Workmen's Compensation losses will be valued by the Pennsylvania Compensation Rating and Inspection Bureau in accordance with the instructions of the Pennsylvania Insurance Commissioner as approved by the Under Secretary of War.

It is further agreed that the named insured will assume liability in connection with Section 302 (b) of the Compensation Act and the Occupational Disease Act, for employees of subcontractors performing any part of the construction described in this endorsement under cost-plus-a-fixed-fee contracts, and to this end the named insured agrees to notify all subcontractors that he has assumed the position of "statutory employer" for the employees of all such subcontractors.

This endorsement forms a part of Compensation Policy No. ----------
Issued to----------

(Insurance Carrier)

(l) *Texas National Defense Projects*—(1) *Control Endorsement.*

Amending:
Policy No----------
and all endorsements thereto.

Whereas, the Board of Insurance Commissioners of Texas is vested with the sole and exclusive power and authority to make, fix, prescribe, establish, and promulgate insurance rates and classifications of hazards governing premiums for Workmen's Compensation and Motor Vehicle Insurance as authorized by the laws of the State of Texas, now therefore:

[1] Strike out this line if inapplicable.

It is agreed that the standard premium as used in this policy or any endorsement attached to it or relating thereto shall mean a premium calculated according to the Manual rules and rates of the Board of Insurance Commissioners of Texas and the special rules and rates promulgated in connection with the War Department Emergency Insurance Rating Plan adopted by the said Board of Insurance Commissioners for use in Texas.

All premium computations provided for in this policy or in any endorsement attached to it or relating thereto shall be promptly submitted by the insurer to the Texas Casualty Insurance Commissioner and shall take effect only upon their promulgation by such Commissioner.

This endorsement, together with the policy to which it is attached and all other endorsements attached or pertaining thereto, is in the form prescribed by the Texas Board of Insurance Commissioners in accordance with statutory direction. Any contract or agreement written under the provisions of the hereinabove mentioned Rating Plan which conflicts in any wise whatsoever with the provisions of this endorsement or with the provisions of Texas law shall be void and of no effect to the extent of such conflict, except as these requirements may conflict with statutes of the United States relating to functions of the United States of America under the Constitution.

(2) *Attachment.* A company may use its usual attachment clause.

(3) *War Department Insurance Service Agreement for use in the State of Texas.*

I (We), ----------, hereinafter called First Party, agree, in consideration of a sum of money to be determined as hereinafter set forth, to render complete insurance advisory service to ----------, hereinafter called Second Party, on all insurance upon which a fixed charge is based, during the construction or operation—or both—(as the case may be) of----------, located at----------, from the effective date of this Agreement continuously until final settlement of all premiums has been made.

The complete insurance advisory service to be rendered by the First Party shall include a review of all policies of insurance; verification of all statements of premiums, losses and loss reserves submitted to the Second Party by the carrier; verification of all payroll classifications assigned to the policies, a determination that payrolls are assigned to proper classifications; and the rendering of detailed reports of findings to the Second Party, monthly.

The Second Party agrees to pay to the First Party, in consideration of the services to be rendered, a fixed charge, as hereinafter provided, which shall be determined by applying the fixed charge (expressed as a percentage of standard premiums), found in the following table to 50% of the standard premium for all policies issued to the Second Party on the War Department comprehensive rating plan.

FIXED CHARGE TABLE

A *50% of the standard premium as hereinabove defined*	*B* *Fixed charge expressed as a percentage of standard premiums stated in column A*
1st $10,000	7½
Next $40,000	4
Next $50,000	2
Next $400,000	1
Over $500,000	½

The First Party shall submit monthly to the Second Party a detailed statement of the aggregate earned standard premium and the aggregate earned fixed charge less all monthly payments of earned fixed charge to date; except that if this Agreement supersedes a previous agreement which has been terminated, the First Party shall submit to the Second Party, monthly, a detailed statement of the aggregate earned standard premium less that portion earned prior to the date of this Agreement and the aggregate earned fixed charge which shall be determined by applying to the amount of standard premium earned since the effective date of this Agreement, the earned fixed charge percent applicable to the total earned standard premium, less all payments of earned fixed charge made under this Agreement. Upon approval, the Second Party shall pay to the First Party the unpaid portion of the earned fixed charge. A final detailed statement shall be submitted the First Party upon receipt of final audit statements from the carrier and final settlement shall then be made upon approval of such audit by the War Department and the Second Party.

This agreement may be terminated by either of the parties, upon notice in writing to the other party and to the Texas Casualty Insurance Commissioner, and the termination shall be effective immediately upon notice being sent to said Commissioner. The fixed charge shall be determined in accordance with the terms of this Agreement, as of the effective date of termination, and final settlement shall then be made.

This agreement shall be effective and binding on the undersigned from and after ----------

Executed this ------ day of ----------, A. D., 19-----

First Party

Attest

Second Party

Attest

Approved: United States War Department
By ----------
(Contracting Officer)

(m) *War Department Insurance Service Agreement.*

I. ----------
(Name of Advisor)
an individual, a partnership, a corporation organized and existing under the laws of ----------, ----------
(strike out inapplicable designations and/or add appropriate designation)
of ----------
(Address of Advisor)
hereinafter called the "Advisor", agree(s), in consideration of a fee to be determined in the manner hereinafter set forth, to render complete insurance advisory service to ----------
----
(Name of Contractor)
of ----------,
(Address of Contractor)
contractor with the United States of America under Contract No. ---------- hereinafter called the "Contractor", on all insurance procured under the War Department Insurance Rating Plan with respect to the construction or operation (or both, as the case may be) of ----------, located at or near ----------, from the effective date of this agreement continuously until final settlement of all premiums for such insurance has been made.

2. The Advisor agrees that he will:

a. Upon request, assist the Contractor in the selection of an insurance carrier;

b. Procure insurance binders and policies and examine to determine that they are correctly written and that the required coverages are provided;

c. Upon request, assist the Contractor in establishing proper procedure and records for determining payroll classifications and for other units of exposure upon which insurance premiums are based;

d. Examine all insurance audit statements and premium invoices;

e. Visit the project or location of operations at least once each month to determine that insurance matters are being properly handled;

f. Render any other assistance of an insurance nature which the Contractor may require; and,

g. Submit to the Contractor monthly a detailed report of findings and of services performed.

3. The Contractor agrees to pay the Advisor a fee for his services, the amount of which shall be determined by applying the applicable percentages set forth in Column B below to 50% of the standard premium accruing during the period of this agreement on policies issued to the Contractor under the War Department Insurance Rating Plan. "Standard Premium" as used herein shall mean the premium for such policies computed on the basis of the manual rules and rates approved by the War Department for use in connection with the policies issued to the Contractor under the War Department Insurance Rating Plan.

FEE SCHEDULE

A *50% of the standard premium as hereinabove defined*	*B* *Fee, expressed as a percentage of standard premiums stated in column A*
1st $10,000	7½
Next $40,000	4
Next $50,000	2
Next $400,000	1
Over $500,000	½

4. The Advisor shall submit monthly a statement of the aggregate earned standard premium and the aggregate earned advisor's fee, less the amount of all fees previously earned. If, however, this agreement supersedes a previous insurance service agreement or agreements, the Advisor shall submit monthly a statement of (a) the aggregate standard premium earned during the term of all agreements; (b) the aggregate standard premium earned during the term of all previous agreements; and (c) the fee earned during the term of this agreement less all fees previously earned under this agreement. The fee earned under this agreement shall be computed by applying the basis of computation as set forth in this agreement to the aggregate standard premium earned during the term of all agreements, and deducting from the total fee thus computed, the portion thereof, applicable to the aggregate standard premium earned during the term of all previous agreements. Upon approval by the Contractor of each such monthly statement, the Advisor shall be paid the earned fee. A final statement shall be submitted by the Advisor upon receipt of final audit statements from the insurance carrier and final settlement of the Advisor's fee shall be made as soon as practicable thereafter.

5. The Advisor agrees that he will neither accept employment by nor any remuneration directly or indirectly from the insurance carrier for services rendered in connection with the insurance written under the War Department Insurance Rating Plan covering operations under the contract referred to in paragraph 1 hereof.

6. This agreement may be terminated by either of the parties hereto upon notice in writing mailed to the other party stating when, not less than ten days thereafter, such termination shall be effective. Delivery of such notice shall be equivalent to mailing.

In the event of termination a copy of such notice shall immediately be mailed to-------

---

(Contracting Officer)

(Address)

If this Agreement is terminated as herein provided, the Advisor's fee shall be computed in the manner provided herein on the standard premium accrued to the effective date of termination.

This agreement, executed this---------- day of ----------, 194--, shall be effective and binding on the undersigned from and after ----------

Attest: ----------

(Insurance Advisor)

By----------

Title----------

Title----------

(Affix Corporate Seal)

Witnesses as to Advisor:

---------- ----------

(Name) (Address)

---------- ----------

(Name) (Address)

Attest: ----------

(Contractor)

By----------

Title----------

Title----------

(Affix Corporate Seal)

Witnesses at to Contractor:

---------- ----------

(Name) (Address)

---------- ----------

(Name) (Address)

Approved:

(Contracting Officer)

NOTE: If a corporation, signature should be attested by a corporate officer and corporate seal affixed. In all other cases two witnesses are required.

(n) *Reports to be furnished by Insurance Advisors.*

(1) *Insurance advisor's monthly statement of earned fee.*

Advisor ----------

Address ----------

Date ----------

Contractor ---------- Contract No. ------

Project ---------- Location ----------

Insurance Carrier ----------

Policy Period: From ---------- to ----------

Effective date of Insurance Service Agreement ----------

Aggregate Earned Period ------ to ------- Standard Premium

Workmen's Compensation and O. D. Policy ---------- $------

Comprehensive Public Liability Policy ---------- $------

Comprehensive Auto Liability Policy ---------- $------

Total ---------- $------

Less 50% ---------- $------

Net Earned Premium Upon Which Advisor's fee is based ---------- $------

(2) *Computation of advisor's fee.*

(1st $10,000) $------ @ 7½%------ $------

(Next $40,000) $------ @ 4%------ $------

(Next $50,000) $------ @ 2%------ $------

(Next $400,000) $------ @ 1%------ $------

(Over $500,000) $------ @ ½%------ $------

Total Earned Fee ---------- $------

Less: Fee Previously Earned --- $------

Fee Due Advisor ---------- $------

(The Insurance Advisor's Monthly Report of Services Rendered should follow the following topical outline and should be complete, clear and concise.)

(3) *Insurance advisor's monthly report of services rendered.*

Period ---------- to ----------

1. Insurance Placed and Policies Procured.
2. Policies, Binders, Endorsements, etc., Examined—Conditions Found and Action Taken.
3. Rating Procedures and Records Established.
4. Audit Statements and Premium Invoices Examined—Conditions Found and Action Taken.
5. Other Data Procured from Carriers—Comments.
6. Visits to Project.
   (a) Date.
   (b) Report of Safety Engineering Service and Facilities.
   (c) Report of Claim Service and Facilities.
   (d) Report of Hospital and Medical Service and Facilities.
   (e) Other visits—Date, Purpose and Results.
7. Other Services Rendered.
8. Recommendations: (List and be specific).

(Insurance adviser)

By ----------

Title ----------

(o) *Computation of Earned Premium; Comprehensive Insurance Rating Plan; Exhibit 1.*

(Name of Carrier)

COMPUTATION OF EARNED PREMIUM

Policy Numbers ---------- Name of Risk ----------

---------- Location of Operations ----------

Policy Period: from ------ to ------ Government Agency ----------

Valuation Date ---------- Government Contract Number ----------

Item		(a) Compensation and employers' liability	(b) Automobile bodily injury and property damage	(c) General liability	(d) Total (a)+(b)+(c)
1	Standard Premium				
2	Premium Base for Determination of Fixed Charges	(1)×.90	(1)	(1)	
3	Fixed Charge Percentage				XXXX
4	Fixed Charge Amount (2)×(3)				
5	Incurred Losses				
6	Modified Losses (5)×1.12				
7	Allocated Claims Expense				
8	Industrial Commission Assessments Kans., Md., or N. Y. Show Computation below.				
9	Indicated Premium (4)+(6)+(7)+(8) Excluding Tax Multiplier				
10	Maximum Premium Including Tax Multiplier				
11	Tax Multiplier				XXXX
12	Gross Adjusted Premium (9)×(11) or (10)×(11) whichever is the less in total [Col. (d)].				
13	Premium Previously Billed				
14	Additional Return Premium due and now Payable (12)—(13) (13)—(12)				

CERTIFICATION FOR FINAL SETTLEMENT

This is to certify that the above bill is correct and just; that payment therefor has not been received; that the amount of this bill represents the insurance premium computed in accordance with the ----------Insurance Rating Plan attached to and made a part of the policy described therein; that ---------- dollars is the correct and proper charge for premium on said policies due at this time in final settlement on said policies and excludes the amounts heretofore paid as deposit and periodical premiums; that the fixed charge, modified losses, allocated claims expense, together with the application of the proper tax multiplier as applied to the proper computation of premium as prescribed in the----------Insurance Rating Plan Endorsement are based upon only the work done under the contractor's obligations to the Government under contract No. ----------

---

(Name of Insurance Company)

By ----------

Vice President

(p) *Comprehensive Insurance Rating Plan.*

COMPREHENSIVE INSURANCE RATING PLAN

(Name of carrier)

SUMMARY OF PREMIUM PREVIOUSLY BILLED

Policy Nos. ---------- Name of risk----------

---------- Location of operations----------

Policy period: from------to------ Government agency----------

Valuation date---------- Government contract No.----------

Audit periods billed	Amounts previously billed at 50 percent of standard premium			
	Compensation and employers liability	Automobile bodily injury and property damage	General liability	Total
Total premium previously billed				
Standard Premium—(Previously billed)÷.50				

(q) *Comprehensive Insurance Rating Plan.*

Exhibit II

COMPREHENSIVE INSURANCE RATING PLAN

(Name of carrier)

SUMMARY—REPORT OF LOSSES INCURRED

Name of risk ----------

Location of operations----------

Government agency ----------

Government contract No. ----------

Policy period: from ------ to ------

Valuation date ----------

Line of insurance and Policy Nos. (1)	Type of claims (2)	Number of claims (3)	Losses incurred: Compensation or liability (4)	Medical (5)	Total losses (4)+(5) (6)	Allocated expense (7)	Total losses and expense (6)+(7) (8)
Workmen's compensation.	Open cases						
	Closed cases						
	Contract medical*		XXXX				
	Total—Workmen's compensation						
Automobile	Open cases			XXXX			
	Closed cases			XXXX			
	Total—Automobile			XXXX			
General liability	Open cases			XXXX			
	Closed cases			XXXX			
	Total—General liability			XXXX			
Total—All lines							

*Analysis of Contract Medical as reported in column (5):

	No.	Amount
Cost incurred for		
Doctors		
Nurses and technicians		
Medical supplies	XXX	
Total		

I hereby certify that the above statement of losses, paid and outstanding, is correct and just; that it includes all medical and allocated claims expense; that the claims referred to therein are properly chargeable to the policy of insurance and the insured(s) enumerated in said policy, and that such claims arose out of no operations other than those described in said policy.

(Company)

By ----------

Vice President.

(r) *Comprehensive Insurance Rating Plan.*

COMPREHENSIVE INSURANCE RATING PLAN

Exhibit III Page.....

Name of risk.....
Location of operations.....
Government agency.....
Government contract No.....
Policy No..... Policy period: from.....
Valuation Date..... to.....

_____
(Name of Carrier)
Itemized statement of workmen's compensation and employers' liability losses incurred

Carrier's claim No.	Name of injured or claimant	Date of accident	Description of accident for closed cases only	Losses incurred: Compensation	Medical	Allocated expense	Total (5)+(6)+(7)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	
Totals			Number of claims					

(s) *Comprehensive Insurance Rating Plan.*

COMPREHENSIVE INSURANCE RATING PLAN

Exhibit IV Page.....

Name of risk.....
Location of operations.....
Government agency.....
Government contract No.....
Policy No.....☐Policy period: from.....
Valuation date..... to.....

_____
(Name of Carrier)
Itemized statement of losses incurred
Automobile☐ General liability☐

Carrier's claim No.	Name of injured or claimant	Date of accident	Description of accident for closed cases only	LOSSES INCURRED: Bodily injury	Property damage	Allocated expense	Total (5)+(6)+(7)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Totals			Number of Claims				

(t) *Individual Report; Open Loss.*

INDIVIDUAL REPORT—OPEN LOSS

WORKMEN'S COMPENSATION AND EMPLOYERS' LIABILITY

Valuation date

Claim No.	Policy No.	Carrier	Project No.	Accident rate

Claimant	Average weekly wage	Weekly compensation	Estimated disability

Indemnity paid	Medical paid	Indemnity outstanding	Medical outstanding	Allocated expense incurred	Total losses and allocated expenses incurred

Detailed report of accident, injury or damage, and allocated claim expense.

Prospects regarding subrogation and action taken	For use by Government agency only
War award or judgment entered in the case?	
If so, name Court or Commission	

Fatal loss data

Date of death

Dependents

Name	Relationship	Date o. birth	No. of weeks	Rate of compensation	Amount

(u) *Individual Report; Open Loss.*

INDIVIDUAL REPORT—OPEN LOSS

Valuation Date..... Automobile ☐ General Liability ☐

Claim No.	Policy Number	Carrier	Project Number	Accident Date

Claimant

Incurred Loss—Bodily Injury	Incurred Loss—Property Damage	Allocated Expense Incurred	Total Loss and Allocated Expenses Incurred

Detailed Report of Accident, Injury or Damage, and Allocated Claim Expense

Prospects Regarding Subrogation and Action Taken	For Use by Government Agency only
Was an award or judgment entered in the case?	
If so, name Court	

(v) *Comprehensive Insurance Rating Plan Release.*

COMPREHENSIVE INSURANCE RATING PLAN RELEASE

This release executed this _____ day of _____ 194____, by the _____, hereinafter referred to as the insurance company.
(Insurance Company)

Witnesseth that:

Whereas, the said insurance company entered into certain policies of insurance numbered _____, _____, _____, with the _____, the fixed-fee contractor with the United States of America under Government Contract No. _____, and

Whereas, the premiums for such insurance policies are to be computed on the _____ Insurance Rating Plan Endorsement, which is made a part of such policies, and

Whereas, the contract between the United States of America and the fixed-fee contractor provides that the United States of America can settle any and all claims arising thereunder, including insurance premiums, and

Whereas, it is provided in the _____ Insurance Rating Plan Endorsement that all losses, loss reserves and premiums claimed by said insurance company to be due by said contractor are to be approved by the _____ as a prerequisite to their payment by the said fixed-fee contractor, and

Whereas, the said premium has been computed in accordance with the aforementioned _____ Insurance Rating Plan Endorsement and the losses, loss reserves and premiums have been approved by the _____ or his duly authorized representative;

Now, therefore, in consideration of the sum of _____ Dollars, the said _____ does by these presents,
(Insurance Company)
release quitclaim and forever discharge the said _____
_____
_____
_____
fixed-fee contractor, and the United States of America from any and all premiums, or claims therefor, under the aforesaid insurance policies.

In Witness whereof the _____
(Insurance Company)
has caused its name to be signed and executed by _____, its Vice President, and its seal affixed and attested by _____, its Secretary, pursuant to a resolution of its Board of Directors.

Attested:

_____
(Name of Insurance Company)

_____
(Assistant Secretary)

(w) *Comprehensive Insurance Rating Plan; Quarterly Report of losses incurred.*

Carrier..... U. S. Government agency..... Name of project.....
Effective data..... Insured..... Location of operations.....
Period covered by report..... to..... Valuation date..... Nature of operations.....

Line of insurance and policy numbers	Type of claims	Number of claims	Incurred indemnity losses	Incurred medical losses	Total incurred losses	Total incurred allocated expense	Total incurred losses and expense
Workmen's Compensation	Non-serious-closed claims						
	Non-serious-open claims						
	Serious-closed claims						
	Serious-open claims						
	Contract medical		xxxxxx				
	Total workmen's comp.						
Automobile	Non-serious-closed claims		xxxxxx	xxxxxx			
	Non-serious-open claims		xxxxxx	xxxxxx			
	Serious-closed claims		xxxxxx	xxxxxx			
	Serious-open claims		xxxxxx	xxxxxx			
	Total automobile		xxxxxx	xxxxxx			
Other lines	Non-serious-closed claims		xxxxxx	xxxxxx			
	Non-serious-open claims		xxxxxx	xxxxxx			
	Serious-closed claims		xxxxxx	xxxxxx			
	Serious-open claims		xxxxxx	xxxxxx			
	Total other lines		xxxxxx	xxxxxx			
Total all lines			xxxxxx	xxxxxx			

Amount of reimbursement of contract medical actually received: $.....
Subrogation recoveries actually received: Workmen's Compensation $....., Automobile $....., and other lines $.....

(x) *Comprehensive Insurance Rating Plan; Quarterly Report of Losses Incurred.*

COMPREHENSIVE INSURANCE RATING PLAN QUARTERLY REPORT OF LOSSES INCURRED

(Itemized statement of serious claims)

Carrier..... Name of project..... Page.....
Period covered by report..... to..... Policy number.....

Carrier's claim number	Name of injured	Date of accident	Cause and nature of injury	Closed or open	Losses incurred: Indemnity	Medical	Allocated expense	Total

(y) *Missouri agreement and release.*

Agreement made the _____ day of _____ 194____, by and between _____ hereinafter referred to as the injured person, residing at _____ in _____ State of _____ and _____ Insurance Company of _____, hereinafter referred to as insurer.

Whereas, the average annual earnings of said injured person computed under the workmen's compensation law of the State of Missouri exceed $3,600 so that such law would not be applicable, and

Whereas, the injured person alleges he suffered personal injuries by accident on the _____ day of _____ 194____ at or about _____ in _____ State of _____ while in the employ of _____ State of _____ hereinafter referred to as employer, and

Whereas, the employer has provided for payment of voluntary workmen's compensation benefits, herein enumerated, by contract with the insurer; *It Is Agreed:*

1. That the insurer will pay to the injured person the sum of $_____ weekly, starting as of the _____ day of _____, 194____, payable bi-weekly and continuing until such time as the insurer shall have paid to the injured person an amount equal to that sum which the injured person would receive had his average annual earnings been $3,600 and had he a valid and enforceable claim for workmen's compensation benefits under the workmen's compensation law of the State of Missouri on account of the aforesaid occurrence.

2. That the insurer will provide the injured person with such medical, surgical and hospital attention as the nature of his injuries resulting from the aforesaid occurrence may require to the extent that the injured person would receive had he a valid and enforceable claim for workmen's compensation benefits under the workmen's compensation law of the State of Missouri.

3. That any difference or controversy arising between the parties with respect to this agreement shall be settled by arbitration. In such event, the injured person shall appoint one arbitrator, and the insurer shall appoint another. The arbitrators thus appointed shall agree upon and appoint a third. All parties hereby agree to be bound by the decision of any two of said arbitrators and hereby waive all rights to take any legal measures except to enforce the arbitrators' award. If the difference or controversy is essentially a medical question the arbitrators so selected shall be duly licensed physicians.

4. That in consideration of the undertakings of the insurer and the payments to be made and benefits to be provided as hereinbefore set forth, the injured person for himself, his heirs, assigns and legal representatives does hereby forever release, discharge, and acquit the aforesaid employer and the insurer, their successors and assigns, heirs and legal representatives of and from any and all causes of action, rights, remedies, claims, suits or judgments the injured person or his heirs, assigns or legal representatives now have or hereafter may have by reason of the aforesaid occurrence.

In witness whereof the parties have hereunto set their hands and seals on the date above mentioned.

_____
(Witness)

[L. S.] _____
(Injured person)
INSURANCE COMPANY,

[L. S.] By _____

_____
(Witness)

STATE OF _____,
County of _____, *ss:*

On the _____ day of _____ 194____, before me personally came _____, to me known and known to me to be the individual who executed the foregoing instrument and he acknowledged to me that he duly executed the same.

_____ [1]

(z) *Final receipt and release; Missouri.*

I, _____, residing at _____, in _____, state of _____, hereby acknowledge receipt of ($_____) _____ dollars paid me this day by _____ Insurance Company under an agreement dated the _____ day of _____, 194____.

I hereby acknowledge that to this date, including the amount mentioned above, _____ Insurance Company has paid me the total sum of ($_____) _____ dollars; that _____ Insurance Company has fulfilled and carried out in all respects the terms of the aforesaid agreement and that all obligations thereunder, including any obligation to provide medical or other services, have terminated.

In consideration of all said payments and benefits and in conformity with the abovementioned agreement I, for myself, my heirs and legal representatives do hereby forever release, discharge and acquit _____ Insurance Company and _____ MY employer at the time of the accident or occurrence described in said agreement, of and from any and all causes of action, rights, remedies, claims, suits or judgments I now have or which I or my heirs or legal representatives hereafter may have by reason of the aforesaid agreement, or the accident or occurrence described therein, or under any policy of insurance _____ Insurance Company issued to my said employer.

In witness whereof I have hereunto set my hand and seal on this _____ day of _____, 194____.

[L. S.] _____
Injured person

STATE OF _____,
County of _____, *ss:*

On the _____ day of _____, 194____, before me personally came _____, to me known and known to me to be the individual who executed the foregoing instrument and he acknowledged to me that he duly executed the same.

_____
Notary Public

(aa) *Boiler inspection contract.* The following is the approved form of boiler inspection contract:

The _____ of _____ (hereinafter called the Company) hereby agrees with _____, a contractor with the United States, (hereinafter called the Contractor) to inspect boilers and pressure vessels owned, or operated, or under the control of the Contractor and contained in a plant owned, or operated, or controlled by said Contractor in its capacity as contractor with the United States, as aforesaid, under Contract No. _____ with the United States.

The location of such plant and the location of the Company's Inspection Headquarters designated for the particular plant at which said pressure vessels and boilers are to be inspected are as follows:

Name and location of plant	*Company's inspection headquarters*
Name	Person
Location	Office
Mailing Address	Mailing Address
Telephone Number	Telephone Number

This agreement is subject to the following stipulations and conditions:

1. Such inspections shall be made by duly qualified inspectors regularly employed by the Company, employing methods at least equal to the requirements of the American Society of Mechanical Engineers' Code.

2. The Contractor at its own expense shall make necessary preparations and arrangements for the making of such inspections. The Contractor shall send a written request therefor, at least ten days in advance, to the Company's Inspection Headquarters designated herein for the plant containing the object to be inspected, specifying the kind of inspection desired in each instance, and specifying the time when said inspection is to be made and describing the object to be inspected.

3. Following each inspection the Company will mail a copy of a report of such inspection to the Contractor and _____ copies thereof to the Contracting Officer of the United States at the address of the plant at which the inspection was made, which report shall set forth the conditions found as a result of the inspections.

4. Fees for such inspection service shall be as follows: The Company shall bill the Contractor on the first day of the month following the month in which the report of such inspection was rendered and such fees shall be payable on the tenth day of the month following the month in which the bill was submitted.

(a) $10.00 for each internal inspection of a water tube boiler having a rated heating surface of over 10,000 sq. ft.;

(b) $5.00 for each internal inspection of a water tube boiler having a rated hearing surface of not more than 10,000 sq. ft.;

(c) $3.00 for each internal inspection of any other boiler or pressure vessel;

(d) $2.00 for each external inspection of any boiler or pressure vessel;

(e) $1.00 in District No. 1; $2.00 in District No. 2; $3.00 in District No. 3 for each visit made by the Company's Inspector to a plant at the Contractor's request whether or not an inspection is made, which "visit" fees shall be in addition to the fees specified in Sections (a), (b), (c), and (d) of this paragraph. A list of the states comprising each such district is annexed hereto.

(f) The "visit' shall mean a call at any one plant, by any one Inspector, in any one day; if one Inspector calls at one plant more than once in any one day, such calls will be considered as only one "visit".

(g) A "day" shall mean each period of twenty-four hours commencing at the time the inspector arrives at the plant.

(h) "External Inspection" shall mean an examination of a boiler or pressure vessel in operation and under pressure.

(i) "Internal Inspection" shall mean a complete internal and external examination of a boiler or pressure vessel when not in operation or under pressure.

[1] The matter in brackets is optional.

5. The Company shall not be liable directly or indirectly for any loss or injury to property or persons resulting from any accident to, or defect in, any object; nor shall the Company be liable directly or indirectly for loss or damage of any kind arising from an inspection or a report thereof, or from the omission of an inspection or of a report whether or not such inspection or report or omission was at the request of the Contractor.

6. Either party hereto may terminate this agreement by mailing written notice thereof to the other party at the address set out herein, and, at the same time, a copy to the contracting officer at the address of the plant at which the inspection was made, at least thirty days before the effective date of such termination.

In witness whereof, The parties hereto have executed this agreement at _____ on the _____ day of _____ 194____.

The _____ Company,
By _____
Vice President.
Attest: _____
Secretary.

_____
Contractor.
By _____
(Title)

Approved:

_____
Contracting Officer's Representative.

LIST OF STATES WITH DISTRICT CLASSIFICATION

	District No.
Alabama	2
Arizona	3
Arkansas	2
California	3
Colorado	3
Connecticut	1
Delaware	1
District of Columbia	1
Florida	2
Georgia	2
Idaho	3
Illinois	1
Indiana	1
Iowa	1
Kansas	3
Kentucky	2
Louisiana	2
Maine	1
Maryland	1
Massachusetts	1
Michigan	1
Minnesota	1
Mississippi	2
Missouri	1
Montana	3
Nebraska	3
Nevada	3
New Hampshire	1
New Jersey	1
New Mexico	3
New York	1
North Carolina	2
North Dakota	3
Ohio	1
Oklahoma	3
Oregon	3
Pennsylvania	1
Rhode Island	1
South Carolina	2
South Dakota	3
Tennessee	2
Texas	3
Utah	3
Vermont	1
Virginia	2
Washington	3
West Virginia	2
Wisconsin	1
Wyoming	3

§ 804.498 *List of offices of loss and salvage organizations.* (See § 804.431 (a)).

Fire Companies Adjustment Bureau, Inc. ..... FCAB
Western Adjustment and Inspection Company ..... WAIC
Underwriters Adjusting Company ..... UAC

City and State	Organization	Office location	Telephone No.
Alabama:			
Birmingham	FCAB	213 North 21st St	7-1121
Dothan	FCAB	103½ North Foster St	695
Huntsville	FCAB	104 West Clinton St	564
Mobile	FCAB	First National Annex, St. Francis St	2-6771
Montgomery	FCAB	Shepherd Bldg	5271
Arizona:			
Phoenix	FCAB	Luhrs Tower Bldg	3-3157
Tucson	FCAB	301 East Congress St	4838
Arkansas:			
El Dorado	FCAB	Marks Bldg	1404
Fort Smith	FCAB	Kennedy Bldg	5161
Jonesboro	FCAB	112½ West Washington St	580
Little Rock	FCAB	Hall Bldg	7125
Texarkana	FCAB	Texarkana National Bank Bldg	1-346
West Memphis	FCAB	229 Broadway	83
California:			
Bakersfield	FCAB	Professional Bldg	5-5763
Chico	FCAB	Morehead Bldg	917
El Centro	FCAB	Bank of America Bldg	173
Fresno	FCAB	Brix Bldg	3-2191
Long Beach	FCAB	Ocean Center Bldg	692-39
Los Angeles	FCAB	Fidelity Bldg	Madison 1341
Oakland	FCAB	Bank of America Bldg	Higate 2063
Riverside	FCAB	Bonnett Bldg	6234
Sacramento	FCAB	Farmers & Mechanics Bldg	2-5881
Salinas	FCAB	Bank of America Bldg	5388
San Bernardino	FCAB	Citizens National Bank Bldg	2157
San Diego	FCAB	First National Bank Bldg	Franklin 3168
San Francisco	FCAB	300 Montgomery St	Garfield 0332
San Jose	FCAB	Bank of America Bldg	Ballard 6083
San Luis Obispo	FCAB	Security First National Bank Bldg	1968
Stockton	FCAB	California Bldg	5-5776
Vallejo	FCAB	710 Florida St	3-7639
Colorado:			
Colorado Springs	FCAB	Burns Bldg	Main 6121
Denver	FCAB	Gas & Electric Bldg	Cherry 5481
Durango	FCAB	575 Fourth Ave	168
Grand Junction	FCAB	246 Grand Ave	1339
Pueblo	FCAB	Thatcher Bldg	2070
Trinidad	FCAB	First National Bank Bldg	388M
Connecticut:			
Hartford	FCAB	410 Asylum St	7-7118
New Haven	FCAB	205 Church St	7-3138
Delaware: Wilmington	FCAB	Equitable Bldg	4-2421
District of Columbia: Washington	FCAB	1511 K St. NW	National 0870
Florida:			
Fort Myers	FCAB	1309 Crawford St	787
Gainesville	FCAB	Professional Bldg	264
Jacksonville	FCAB	112 West Adams St	5-3387
Miami	FCAB	117 Northeast 1st Ave	3-0701
Orlando	FCAB	307 South Orange Ave	7126
Pensacola	FCAB	American National Bank Bldg	6179
Tampa	FCAB	Wallace S. Bldg	M-8337
West Palm Beach	FCAB	Citizens Bldg	6478
Georgia:			
Albany	FCAB	Albany Theatre Bldg	1507
Atlanta	FCAB	Trust Co. of Georgia Bldg	Walnut 3824
Augusta	FCAB	Herald Bldg	2-5583
Columbus	FCAB	Hill Bldg	3-6381
Macon	FCAB	516 Mulberry St	3336
Savannah	FCAB	35 Bull St	2-3179
Waycross	FCAB	Bunn Bldg	20
Idaho:			
Boise	FCAB	First National Bank Bldg	159
Pocatello	FCAB	Carlson Bldg	40
Illinois:			
Aurora	WAIC	Terminal Bldg	916S-9169
Bloomington	WAIC	114½ North Main St	6008-5
Carbondale	WAIC	Carbondale National Bank Bldg	Main 600
Centralia	WAIC	Smith Bldg	2485
Champaign	WAIC	Lincoln Bldg	2400
Chicago	WAIC	175 West Jackson Blvd	Wabash 6400
Danville	UAC	Temple Bldg	Main 2287
Decatur	WAIC	Citizens Bldg	5383
East St. Louis	WAIC	Goldman Bldg	Hemlock 300
Galesburg	WAIC	Bondi Bldg	1611 Main
Joliet	UAC	Morris Bldg	5466
Kankakee	WAIC	City National Bank Bldg	Main 339
La Salle	WAIC	La Salle State Bank Bldg	La Salle 680
Marion	UAC	304 Market St	433
Peoria	UAC	Alliance Life Bldg	8139
Quincy	WAIC	W. C. U. Bldg	285
Rockford	UAC	Rockford Trust Bldg	Main 4090
Springfield	WAIC	Myers Bldg	4651
Waukegan	WAIC	108 South Genesee St	Majestic 1410
Indiana:			
Anderson	WAIC	Anderson Bank Bldg	8081
Bloomington	WAIC	Citizens Trust Bldg	2341
Evansville	WAIC	Hulman Bldg	5241-2-3
Fort Wayne	WAIC	Old First Bank Bldg	Anthony 1472
Gary	UAC	Gary Trust Bldg	5297
Greensburg	WAIC	Decatur County National Bank Bldg	4341
Hammond	WAIC	Lloyd Bldg	6030-6031
Indianapolis	UAC	Fletcher Trust Bldg	Market 1491
Kokomo	WAIC	Armstrong-Landon Bldg	7612

List of offices of loss and salvage organizations—Continued

City and State	Organization	Office location	Telephone No.
Indiana—Continued.			
Lafayette	WAIC	Lafayette Loan & Trust Bldg	2277
Muncie	WAIC	Johnson Block	5527
New Albany	WAIC	Elsby Bldg	772
Richmond	WAIC	Second National Bank Bldg	4858
South Bend	UAC	Sheriand Bldg	3-3126
Terre Haute	UAC	641 Ohio St	Crawford 2317
Vincennes	WAIC	LaPlante Bldg	740
Iowa:			
Burlington	WAIC	Tama Bldg	113
Cedar Rapids	UAC	Merchants National Bank Bldg	8352
Council Bluffs	WAIC	City National Bank Bldg	2589
Davenport	WAIC	Kahl Bldg	2-5371
Des Moines	WAIC	Liberty Bldg	3-8144
Dubuque	WAIC	Dubuque Bldg	990 and 978
Fort Dodge	UAC	State Bank Bldg	Walnut 3381
Mason City	UAC	Foresters Bldg	548
Ottumwa	WAIC	Phoenix Trust Bldg	3030
Sioux City	UAC	Badgerow Bldg	8-3720
Waterloo	UAC	Marsh Place Bldg	3337
Kansas:			
Dodge City	WAIC	First National Bank Bldg	1767
Great Bend	WAIC	Cox Bldg	289
Hutchinson	WAIC	Wolcott Bldg	375
Kansas City	WAIC	Occidental Life Bldg	Drexel 0000
Leavenworth	WAIC	Axa Bldg	807
Norton	WAIC	611 North Grant St	740
Parsons	WAIC	115½ South 18th St	917
Salina	WAIC	National Bank of America Bldg	475
Topeka	WAIC	Insurance Bldg	5584–5585
Wichita	UAC	Petroleum Bldg	4–7339
Kentucky:			
Ashland	WAIC	Second National Bank Bldg	Main 931
Bowling Green	WAIC	The Armory	787
Covington	WAIC	First National Bank Bldg	Hemlock 3313
Lexington	UAC	First National Bank Bldg	809
Louisville	WAIC	Starks Bldg	Jackson 5211
Madisonville	WAIC	108 North Main St	151
Middlesboro	WAIC	Peoples Bldg	73
Paducah	WAIC	Citizens Savings Bank Bldg	3018
Louisiana:			
Alexandria	FCAB	Guaranty Bank Bldg	7752
Baton Rouge	FCAB	Louisiana National Bank Bldg	3-1784
Lake Charles	FCAB	Weber Bldg	5786
Monroe	FCAB	Bernhardt Bldg	5600
New Orleans	FCAB	Maritime Bldg	MA 6881
Shreveport	FCAB	City Bank Bldg	2-7151
Maine:			
Bangor	FCAB	84 Harlow St	7348
Portland	FCAB	Masonic Temple Bldg	3-5095
Maryland:			
Baltimore	FCAB	Garrett Bldg	Plaza 6224
Cumberland	FCAB	Liberty Trust Bldg	1475
Hagerstown	FCAB	74 West Washington St	725
Salisbury	FCAB	Colonial Bldg	2220
Massachusetts:			
Boston	FCAB	141 Milk St	Hancock 6060
Lawrence	FCAB	Bay State Bldg	6050
New Bedford	FCAB	First National Bldg	6-8559
Springfield	FCAB	1257 Main St	6-1836
Worcester	FCAB	340 Main St	3-8127
Michigan:			
Ann Arbor	WAIC	First National Bldg	2-5663, 5664
Battle Creek	WAIC	Michigan National Bank Bldg	2-5557
Bay City	WAIC	Bay City Bank Bldg	4524
Benton Harbor	WAIC	190 Pipestone St	6112
Dearborn	WAIC	Calvin Theatre Bldg	Dearborn 4400
Detroit	WAIC	National Bank Bldg	Cadillac 2932
Flint	WAIC	Union Industrial Bldg	2-3145, 3146
Grand Rapids	WAIC	Asm. of Comm. Bldg	93108
Ishpeming	UAC	Bell Bldg	467
Jackson	WAIC	Jackson City Bank Bldg	5657
Kalamazoo	WAIC	American National Bank Bldg	6163–4
Lansing	UAC	Hollister Bldg	5-7283
Muskegon	WAIC	Hackley Union National Bank Bldg	23–154
Petoskey	WAIC	Achenbach Bldg	3581
Pontiac	UAC	Community Bank Bldg	2-5110
Port Huron	WAIC	Michigan National Bank Bldg	8141
Saginaw	WAIC	Second National Bank Bldg	2-2136, 2137
Traverse City	WAIC	State Bank Bldg	412
Minnesota:			
Brainerd	WAIC	Citizens State Bank Bldg	986
Duluth	WAIC	Lonsdale Bldg	Melrose 863, 864
Hibbing	UAC	Merchants & Miners Bank Bldg	2098
Mankato	WAIC	Medical Block Bldg	4022
Minneapolis	UAC	Northwestern Bank Bldg	Atlantic 0494
St. Paul	WAIC	Pioneer Bldg	Garfield 7405
Virginia	WAIC	First National Bank Bldg	500
Mississippi:			
Clarksdale	FCAB	McWilliams Bldg	496
Greenville	FCAB	Leyser Bldg	321
Gulfport	FCAB	Bank of Gulfport Bldg	346
Hattiesburg	FCAB	Ross Bldg	383
Jackson	FCAB	Standard Life Bldg	3-2446
Meridian	FCAB	Threefoot Bldg	1840
Tupelo	FCAB	Bank of Tupelo Bldg	1071
Missouri:			
Cape Girardeau	WAIC	110 Themis St	1488
Chillicothe	WAIC	601 Locust St	150
Independence	WAIC	First National Bank Bldg	Clifton 1777
Jefferson City	WAIC	Central Trust Bldg	2098
Joplin	UAC	Joplin National Bank Bldg	4124
Kansas City	UAC	Chambers Bldg	Harrison 3860
Springfield	WAIC	Landers Bldg	1401
St. Joseph	UAC	Corby Bldg	4–1151
St. Louis	WAIC	Pierce Bldg	Chestnut 9610
Montana:			
Billings	FCAB	Treasure State Bldg	3101
Butte	FCAB	Rialto Bldg	3281
Great Falls	FCAB	Ford Bldg	4329
Missoula	FCAB	Montana Bldg	5844
Nebraska:			
Grand Island	UAC	Masonic Bldg	578
Hastings	WAIC	Madgett Bldg	1113
Lincoln	UAC	Stuart Bldg	2-3367
Norfolk	WAIC	Bishop Block	506
North Platte	WAIC	Dickey Bldg	1568
Omaha	WAIC	Brandeis Theatre Bldg	Atlantic 6485
Scottsbluff	WAIC	Burr Bldg	323
Nevada:			
Reno	FCAB	25 East 1st St	3124
Las Vegas	FCAB	19 Boggs Bldg	1515
New Hampshire: Manchester	FCAB	1008 Elm St	5980
New Jersey:			9440
Asbury Park	FCAB	601 Bangs Ave	Journal Sq.
Jersey City	FCAB	26 Journal Square	2-3994
Newark	FCAB	31 Clinton St	Market 2-0322
Paterson	FCAB	5 Colt St	Sherwood 2-7234
New Mexico:			8838
Albuquerque	FCAB	Sunshine Bldg	238
Roswell	FCAB	J. P. White Bldg	328-J
Clovis	FCAB	708 Axtell Ave	
New York:			4-7181
Albany	FCAB	90 State St	2-4244
Binghamton	FCAB	19 Chenango St	Washington 0726
Buffalo	FCAB	Chamber of Commerce Bldg	6171
Elmira	FCAB	Hulett Bldg	6-6292
Jamaica	FCAB	161–19 Jamaica Ave	7185
Jamestown	FCAB	Wellman Bldg	357
Malone	FCAB	36 West Main St	Cortland 7-4074
New York	FCAB	116 John St	3998
Niagara Falls	FCAB	United Office Bldg	2926
Poughkeepsie	FCAB	25 Market St	Stone 817
Rochester	FCAB	Lincoln Alliance Bank Bldg	2-2117
Syracuse	FCAB	O. C. S. B. Bldg	2-5151
Utica	FCAB	First National Bank Bldg	3660
White Plains	FCAB	31 Mamaroneck Ave	
North Carolina:			2366
Asheville	FCAB	Flat Iron Bldg	3-8761
Charlotte	FCAB	Commercial Bank Bldg	232
Goldsboro	FCAB	Bank of Wayne Bldg	2-0177
Greensboro	FCAB	Dixie Bldg	2-2241
Raleigh	FCAB	Capital Club Bldg	4119
Wilmington	FCAB	Murchison Bldg	3-3316
Winston-Salem	FCAB	Reynolds Bldg	
North Dakota:			466
Bismarck	WAIC	First National Bank Bldg	2-2309
Fargo	WAIC	First National Bank Bldg	1360
Grand Forks	WAIC	Widlund Block	851
Minot	WAIC	First National Bank Bldg	

List of offices of loss and salvage organizations—Continued

City and State	Organization	Office location	Telephone No.
Ohio:			
Akron	WAIC	Akron Savings & Loan Bldg	Franklin 4147–48
Ashtabula	WAIC	4635 Main Ave	6565
Cambridge	WAIC	Central National Bank Bldg	2206
Canton	WAIC	Renkert Bldg	6361–62
Cincinnati	UAC	Schmidt Bldg	Main 4830
Cleveland	UAC	Swetland Bldg	Cherry 5671
Columbus	WAIC	Huntington National Bank Bldg	Adams 3285
Dayton	UAC	Mutual Home Bldg	Fulton 5153
Defiance	WAIC	Savings & Loan Bldg	364
Findlay	WAIC	First National Bank Bldg	307
Hamilton	WAIC	First National Bank Bldg	1716
Lorain	WAIC	Broadway Bldg	6921–22
Mansfield	WAIC	Richland Trust Co. Bldg	2467–6
Marion	UAC	118 South State St	2249
Portsmouth	WAIC	Masonic Temple	1696
Sandusky	WAIC	Feick Bldg	1407
Springfield	WAIC	Tecumseh Bldg	3727
Steubenville	WAIC	National Exchange Bank Bldg	21265
Toledo	UAC	Richardson Bldg	Main 6245
Youngstown	WAIC	Mahoning Bank Bldg	4–2151–52
Oklahoma:			
Ada	FCAB	Cummings Bldg	1420
Ardmore	FCAB	Gilbert Bldg	499
Clinton	FCAB	First National Bank Bldg	630
Lawton	FCAB	Koehler Bldg	3374
McAlester	FCAB	Arnote Bldg	1276
Muskogee	FCAB	Barnes Bldg	2420
Oklahoma City	FCAB	Mercantile Bldg	3–1406
Ponca City	FCAB	First National Bank Bldg	511
Tulsa	FCAB	Hunt Bldg	4–4176
Oregon:			
Eugene	FCAB	Miner Bldg	2167
Klamath Falls	FCAB	First National Bank Bldg	4144
Portland	FCAB	Yeon Bldg	Broadway 3545
Pennsylvania:			
Allentown	FCAB	Dime Bldg	9585
Altoona	FCAB	Central Trust Bldg	9411
Du Bois	FCAB	Deposit National Bank Bldg	304
Erie	FCAB	Marine National Bank Bldg	26–797
Harrisburg	FCAB	240 North 3d St	8277
Hazleton	FCAB	Markle Bank Bldg	4094
Philadelphia	FCAB	The Insurance Exchange	Lombard 0653
Pittsburgh	FCAB	Arcott Bldg	Court 3980
Reading	FCAB	Ganster Bldg	4–5171
Scranton	FCAB	125 Adams Ave	7247
Wilkes-Barre	FCAB	Miners National Bank Bldg	2–5161
Williamsport	FCAB	First National Bank Bldg	4035
Rhode Island: Providence	FCAB	Turks Head Bldg	Gaspee 0721
South Carolina:			7776
Charleston	FCAB	Southern Home Bldg	6945
Columbia	FCAB	Liberty Life Bldg	1775
Florence	FCAB	Florence Trust Co. Bldg	4670
Greenville	FCAB	Woodside Bldg	
South Dakota:			3045
Aberdeen	UAC	Capital Bldg	3434
Huron	WAIC	Farmers & Merchants Bank Bldg	346
Rapid City	WAIC	Rapid City National Bank Bldg	211
Sioux City	WAIC	National Bank of South Dakota Bldg	524
Watertown	WAIC	Woolworth Bldg	
Tennessee:			6-6434
Chattanooga	FCAB	Provident Life Bldg	3940
Jackson	FCAB	Commercial Bldg	3-0141
Knoxville	FCAB	Hamilton Bank Bldg	5-2781
Memphis	FCAB	Sterick Bldg	5-2708
Nashville	FCAB	Nashville Trust Bldg	
Texas:			6251
Abilene	FCAB	Mims Bldg	2-2234
Amarillo	FCAB	Oliver-Eakle Bldg	8-6468
Austin	FCAB	Norwood Bldg	4066
Beaumont	FCAB	Goodhue Bldg	2-8765
Bryan	FCAB	First State Bank Bldg	7737
Corpus Christi	FCAB	Jones Bldg	7–9901
Dallas	FCAB	Liberty Bank Bldg	Main 1172
El Paso	FCAB	Bassett Tower Bldg	2-3295
Fort Worth	FCAB	Petroleum Bldg	863
Harlingen	FCAB	Rio Grande Bldg	Charter 4-5633
Houston	FCAB	Esperson Bldg	7463
Lubbock	FCAB	1312½ Avenue J	1638
Midland	FCAB	Thomas Bldg	1730
Paris	FCAB	First National Bank Bldg	
Texas—Continued.			
Port Arthur	FCAB	Adams Bldg	2-4231
San Angelo	FCAB	2213 Houston St	4671
San Antonio	FCAB	Gibbs Bldg	CA–6351
Texarkana	FCAB	Texarkana National Bank Bldg	1346
Tyler	FCAB	Citizens National Bank Bldg	4726
Waco	FCAB	Professional Bldg	44
Wichita Falls	FCAB	Waggoner Bldg	15
Utah:			6040
Ogden	FCAB	Eccles Bldg	7767
Salt Lake City	FCAB	Walker Bank Bldg	3-3928
Vermont: Rutland	FCAB	126 Merchants Row	2026
Virginia:			1047
Bristol	FCAB	112 Piedmont Ave	2847
Danville	FCAB	Masonic Bldg	784
Harrisonburg	FCAB	The National Bank Bldg	4249
Lynchburg	FCAB	Allied Arts Bldg	6–1626
Newport News	FCAB	Chapin Bldg	4–8331
Norfolk	FCAB	Citizens Bldg	3–3521
Richmond	FCAB	American Bldg	5589
Roanoke	FCAB	Boxley Bldg	
Washington:			Main 4244
Seattle	FCAB	Colman Bldg	Main 3136
Spokane	FCAB	Mohawk Bldg	Broadway 2228
Tacoma	FCAB	Washington Bldg	6109
Yakima	FCAB	Larson Bldg	
West Virginia:			5941
Beckley	FCAB	Raleigh County Bank Bldg	1896
Bluefield	FCAB	Bradmann Bldg	Capital 30–161
Charleston	FCAB	Peoples Exchange Bldg	605
Clarksburg	FCAB	Union Bank Bldg	28366
Huntington	FCAB	West Virginia Bldg	1856
Wheeling	FCAB	Riley Law Bldg	
Wisconsin:			7900
Appleton	WAIC	Gloudemans Bldg	21653
Eau Claire	WAIC	Market Square Bldg	5006
Fond du Lac	UAC	National Exchange Bank Bldg	Adams 241
Green Bay	WAIC	Columbus Bldg	2270
La Crosse	WAIC	Exchange Bldg	Badger 978
Madison	WAIC	Insurance Bldg	Daly 0672
Milwaukee	UAC	611 North Broadway	Prospect 2444
Racine	WAIC	423 Main St	1122
Rhinelander	WAIC	Merchants State Bank Bldg	7474
Wausau	WAIC	First American State Bank Bldg	
Wyoming:			45
Casper	FCAB	101 West 1st St	4011
Cheyenne	FCAB	Boyd Bldg	32
Rock Springs	FCAB	Rock Springs National Bank Bldg	271
Thermopolis	FCAB	Mountain States Power Bldg	

§ 804.499 *Extension of policy period endorsement for workmen's compensation and employers' liability policy.*

Amending Policy Numbered ------

It is agreed that:

1. Item 2 of the Declarations is amended to read:

Policy Period: From -------- to -------- 19..., 12:01 A. M., standard time, at the address stated in Item 1, but if the operations in connection with the project insured have not been completed by the date stated above as the end of the policy period such date is amended, as of such time, to be a date two years beyond said date and successive similar amendments are likewise made, severally effective as of the last previous date fixed for the end of the policy period, until a date is so fixed for the end of the policy period which is beyond the time the said operations have been completed.

2. Paragraph 6 of the ---------- Insurance Rating Plan Endorsement is deleted and the following substituted therefor:

Within 60 days after the date two years from the effective date of the policies the company shall compute the aggregate amount of modified losses plus all allocated claim expenses times the tax multiplier and the aggregate fixed charge times the tax multiplier and the aggregate earned standard premium (all based upon the insurance in effect for the two-year period), and a preliminary settlement of premium shall be made.

Subsequent cumulative settlements of premium shall be made within 60 days after the anniversary, as of each annual anniversary of the date two years from the effective date of the policies (each based upon modified losses, allocated claim expenses, tax multipliers, the aggregate fixed charge and the aggregate earned standard premium for the

entire period of insurance up to the last anniversary), so long as the policies remain in effect.

Within 60 days after termination of the policies the company shall compute the aggregate amount of modified losses plus all allocated claim expenses times the tax multiplier, the aggregate fixed charge times the tax multiplier and the aggregate earned standard premium (all based upon the entire period of insurance), and a cumulative preliminary settlement of premium shall be made.

(a) *Extension of policy period endorsement for general liability policy and automobile liability policy.*

Amending Policy Numbered ------

It is agreed that Item 2 of the Declarations is amended to read:

Policy Period: From --------- to -------

19__ 12:01 A. M., standard time, at the address stated in Item 1, but if the operations in connection with the project insured have not been completed by the date stated above as the end of the policy period such date is amended, as of such time, to be a date two years beyond said date and successive similar amendments are likewise made, severally effective as of the last previous date fixed for the end of the policy period, until a date is so fixed for the end of the policy period which is beyond the time the said operations have been completed.

[Procurement Reg. 5]

PART 805—FOREIGN PURCHASES

Sec.

805.501 Rescission of regulations.
805.502 Buy American Act.
805.503 Applicable only to food and clothing.
805.504 Procedure for complying with the Acts.
805.505 Clearance through customs.
805.506 Drawback.
805.507 Marking of shipments.
805.509 Purchases from Canadian suppliers.
805.510 War production policy for Canada and the United States.

§ 805.501 *Rescission of regulations.* Army Regulations 5–340, August 10, 1936, as amended, and all other prior directives and instructions relating to the Buy American Act and foreign purchases are hereby rescinded.

§ 805.502 *Buy American Act.* Quoted.

SEC. 1. That when used in this title—

(a) The term "United States", when used in a geographical sense, includes the United States and any place subject to the jurisdiction thereof;

(b) The terms "public use", "public building", and "public work" shall mean use by, public building of, and public work of, the United States, the District of Columbia, Hawaii, Alaska, Puerto Rico, the Philippine Islands, American Samoa, the Canal Zone, and the Virgin Islands.

SEC. 2. Notwithstanding any other provision of law, and unless the head of the department or independent establishment concerned shall determine it to be inconsistent with the public interest, or the cost to be unreasonable, only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States, shall be acquired for public use. This section shall not apply with respect to articles, materials, or supplies for use outside the United States, or if articles, materials, or supplies of the class or kind to be used or the articles, materials, or supplies from which they are manufactured are not mined, produced, or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.

SEC. 3. (a) Every contract for the contruction, alteration, or repair of any public building or public work in the United States growing out of an appropriation heretofore made or hereafter to be made shall contain a provision that in the performance of the work the contractor, subcontractors, material men, or suppliers, shall use only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States except as provided in section 2: *Provided, however,* That if the head of the department or independent establishment making the contract shall find that in respect to some particular articles, materials, or supplies it is impracticable to make such requirement or that it would unreasonably increase the cost, an exception shall be noted in the specifications as to that particular article, material, or supply, and a public record made of the findings which justified the exception.

(b) If the head of a department, bureau, agency, or independent establishment which has made any contract containing the provision required by subsection (a) finds that in the performance of such contract there has been a failure to comply with such provisions, he shall make public his findings, including therein the name of the contractor obligated under such contract, and no other contract for the construction, alteration, or repair of any public building or public work in the United States or elsewhere shall be awarded to such contractor, subcontractors, material men, or suppliers with which such contractor is associated or affiliated, within a period of three years after such finding is made public. * * * Title III, Act March 3, 1933 (47 Stat. 1520; 41 U. S. C. 10a, b, and c; M. L., 1939, sec. 742).

(a) *Restriction created by Appropriation Act.* (1) The Military Appropriation Act, 1944 approved 1 July 1943 (Public Law 108—78th Congress) contains a proviso that no part of any appropriation contained in that Act "shall be available for the procurement of any article of food or clothing not grown or produced in the United States or its possessions, except to the extent that the Secretary of War shall determine that articles of food or clothing grown or produced in the United States or its possessions cannot be procured of satisfactory quality and in sufficient quantities and at reasonable prices as and when needed, and except procurements by vessels in foreign waters and by establishments located outside the continental United States, except the Territories of Hawaii and Alaska, for the personnel attached thereto."

(2) The restriction created by the provision quoted in subparagraph (1) will, for convenience, be referred to hereafter as the appropriation restriction.

§ 805.503 *Applicable only to food and clothing.* The Secretary of War has authority, subject to certain limitations, to make exemptions from both the Buy American Act and the appropriation restriction. Under date of 13 March 1942, the Under Secretary of War exempted from the provisions of the Buy American Act everything except certain articles of food and clothing. The appropriation restriction is applicable only to food and clothing. Hence, preference for domestic over foreign items, may be completely disregarded with respect to items other than food and clothing.

(a) *Exempt items of food and clothing.* In addition to exempting from the Buy American Act, all items other than food and clothing, the Under Secretary of War has exempted from both the Buy American Act and the appropriation restriction certain types of food and clothing. These are set forth in the succeeding paragraphs.

(b) *Canadian purchases.* All items of food or clothing which have been mined, produced or manufactured, as the case may be, in the Dominion of Canada have been exempted.

(c) *Items of food and clothing exempt without regard to country of origin.* The following items of food and clothing have been exempted without regard to country of origin.

Bananas.	Molasses.
Brazil nuts.	Orange and lemon peel.
Canned corned beef.	Spices.
Chocolate.	Sugar.
Citron.	Tapioca.
Cocoa.	Tea.
Coffee.	Vanilla.
Fish oils.	
Green olives.	

(d) *Items of food exempt when purchased from specified countries.* The following items of food have been exempted when purchased from the countries specified.

Canned fish—Mexico.
Fish Fillet—Bahama Islands.
Fresh fish—Mexico and Iceland.
Frozen fish—Iceland.
Fresh fruits—Cuba, Mexico and Puerto Rico.
Fresh vegetables—Cuba, Mexico and Puerto Rico.
Guava Puree—Cuba.

(e) *Exemption of certain types of clothing.* It has been determined by the Under Secretary of War that clothing shall not be subject to the restrictions of the Buy American Act or the appropriation restriction merely because it has been manufactured from one of the following materials produced abroad.

Asbestos.	Mohair.
Cork.	Rayon.
Cotton linters	Rubber.
Cotton, long staple.	Silk.
Flax.	Sisal.
Flaxseed.	Tanning materials.
Hemp.	Hides (and skins).
Jute, unmanufactured.	Hog bristles.
Kapok.	Jute burlaps.
Leather.	Wool.
Manila fiber.	

(f) *Contract clause.* The contract clause set forth in § 803.327, will be inserted in all contracts for food or clothing except contracts for the items of food or clothing enumerated in paragraphs (b) to (e) of this section.

§ 805.504 *Procedure for complying with the acts.* In making purchases of articles of food or clothing which are still subject to the restrictions of the "Buy American" Act, or any cognate act, the chief of the technical service concerned should make every effort to satisfy his requirements for such articles out of domestic production. In any case where the chief of the technical service finds it essential to purchase articles of food or clothing of foreign production, a recommendation should be submitted to the Director, Purchases Division, Headquarters, Army Service Forces.

§ 805.505 *Clearance through customs.* The procedure for clearing through customs materials imported by the War Department is set forth in detail in Circular No. 407, War Department, 1942. That circular also describes the circumstances under which such materials may be admitted free of duty. All personnel concerned with procurement of materials abroad should familiarize themselves with the contents of the circular.

(a) In connection with Circular No. 407, attention is invited to the following points:

(1) Except as indicated in subparagraph (2) below, materials imported by the War Department will be consigned to the War Department or to an official of the War Department acting in his official capacity (where necessary or convenient, in care of a commercial plant or firm). In such cases the bill of lading or carrier's certificate will show the War Department or an official of the War Department as consignee.

(2) War Department Lend-Lease materials imported through an inland border point and destined to a United States port for waterborne export will be consigned as follows:

To War Shipping Administrator, as principal, for account of ----------
(Authorized agency of Lend-Lease government)
Send arrival notices to ----------
(Name and address of appropriate War Shipping Administration forwarding corporation at port of export)
and
United States Army Port Agency

(Address and port of export)

The carrier's certificate will show the War Department as owner or consignee of the materials.

(3) Materials consigned as indicated in subparagraph (1) or (2) above will not be held at ports of entry for the filing of entry papers, but in all cases entries will be prepared as soon after release as possible and filed at the ports of entry. Materials so consigned will in no instance be forwarded in bond.

(4) All entries of materials imported by the War Department will be made in the name of the War Department.

(5) In the event materials held in customs bonded warehouse at a point within the United States are purchased by the War Department, the warehouse withdrawal will be properly endorsed to show the War Department as authorized to make withdrawal, and the withdrawal from warehouse will be made in the name of the War Department.

§ 805.506 *Drawback*—(a) *Provisions of Tariff Act.* Under the provisions of the Tariff Act of 1930 (see Chapter 4, Title 19, U. S. Code) it is provided that under certain circumstances the amount of customs duties paid on merchandise imported shall be refunded as a "drawback". The most usual circumstance under which this right arises is when there are exported out of the United States articles which were manufactured or produced in the United States with the use of merchandise imported from abroad. It is provided that the full amount of the duties paid on the merchandise so used, less 1% of such duties, shall be refunded as a "drawback".

(b) *Customs regulations.* The problem frequently arises as to who is entitled to claim the drawback. Assume, for example, that an importer manufactures with the imported merchandise an end product which he sells to an exporter. Under the act referred to in paragraph (a), someone is entitled to a refund of the import duties. The rule for determining whether the manufacturer or the exporter is entitled to this refund is stated in Article 1070 of the Customs Regulations. This regulation provides that a manufacturer of articles with respect to which there is a right to a drawback is not entitled to the drawback unless, on the sale or consignment of the articles, he has reserved to himself the right to claim the drawback and produces evidence that such reservation was made with the knowledge and consent of the exporter.

(c) *Purchase price to include custom duties.* Whenever the Government purchases articles, with respect to which there might arise a claim to a drawback, the price paid shall include the customs duties, and accordingly the manufacturer will have no claim to a drawback.

§ 805.507 *Marking of shipments.* (a) All materials procured abroad will be marked as prescribed in memorandum issued under date of 1 June 1943, by the Office of The Adjutant General, file 400.161 (5–19–43 OB–S–SPMOT–M), except that materials imported through an inland border point and destined for an interior point within the United States will be marked as prescribed in paragraph (b) below.

(b) In all cases of materials imported through an inland border point and destined for an interior point within the United States, each container included in a less than carload lot (LCL), less than truck load lot (LTL), express, parcel post, or other shipment where markings are required will be marked to indicate that the U. S. War Department or an official of the U. S. War Department acting in an official capacity is the consignee.

§ 805.509 *Purchases from Canadian suppliers*—(a) *No contracts to be made directly.* The technical services shall not directly enter into contracts with contractors domiciled in the Dominion of Canada for the delivery of supplies to be produced in Canada. All such contracts will be entered into with War Supplies Limited through its Washington representatives, or, under the circumstances set forth in paragraph (i), with North West Purchasing Limited. Such corporation will then arrange with the Canadian Department of Munitions and Supply for the purchase by that Department from Canadian contractors of the supplies covered by the contracts between the War Department and War Supplies Limited or North West Purchasing Limited, as the case may be.

(b) *War Supplies Limited.* War Supplies Limited is a corporation wholly owned and controlled by the Government of Canada and created under the laws of the Dominion of Canada with its principal office in the city of Ottawa, Province of Ontario. A Washington office is maintained at 1205 Fifteenth Street, N. W., (Marshall Building), telephone Executive 2020, Extensions 120, 121, 196 and 556. The representatives of the Corporation in Washington are Mr. F. G. Rounthwaite, President, and Acting General Manager and Mr. D. C. Cullen, Treasurer and Assistant Secretary.

(c) *Purpose of organization of War Supplies Limited.* At the time that War Supplies Limited was organized it was recognized that if the various agencies of this government were to purchase directly from Canadian manufacturers competition for supplies produced in Canada would arise between this government and the Canadian government. The result would, in all probability, be that both governments would be obliged to pay more for the supplies so obtained than would otherwise be necessary. Such competition likewise would give rise to complications with respect to the precedence of the two governments with regard to the production of Canadian plants. It was also recognized that unless orders for the account of the United States government were placed through some agency of the Canadian government, the control over costs and profits which the Canadian Government exercises would not be effective with regard to orders so placed by this government. Accordingly War Supplies Limited was organized to centralize purchases by this government from Canadian manufacturers.

(d) *Procedure for negotiating contract.* If practicable, arrangements should be made through War Supplies Limited to have a representative of the subcontractor, who, it is contemplated, will actually produce the item desired, present in Washington to participate in the negotiation of the contract. In this way the prime contract and the contract with the producer can be prepared simultaneously.

(e) *Administration of contract.* On matters pertaining to contracts with War Supplies Limited, contact should be had with said corporation and not with the Canadian subcontractor. The only exception to this would be in those cases

where the technical service is represented at the plant through inspectors or other officers, in such instances communication with the subcontractor through the resident representative is in order on inspection and technical matters. Payment checks should be issued to War Supplies Limited and addressed to that corporation at its Washington office.

(f) *Contract form.* The contract form set forth in § 813.1313 should be used for executing supply contracts with War Supplies Limited, subject to such additions and deletions as may be necessary in any particular case. It will be noted that no provision relative to progress or advance payment is made in the form. This matter will be considered individually in each case. In accordance with § 805.505 no duty will be paid and accordingly no duty should be included in the purchase price. If it is necessary in a particular case, there may be added to the contract form a statement to the effect that the United States Government will pay any duties necessarily imposed for the entrance of articles into the United States.

(g) *Guarantee by Canadian Government.* The Canadian Government, through its Secretary of State for External Affairs, has guaranteed to the United States Government all commitments, obligations and covenants which War Supplies Limited may give to any department or agency of the United States Government in connection with any contracts or orders which may be given to said corporation by any department or agency of the United States Government. The Canadian Government has likewise waived notice of any change or modification which may be made from time to time in these commitments, obligations or covenants.

(h) *Excess profits on contracts with War Supplies Limited.* In a letter dated September 10, 1942, addressed to the Under Secretaries of War and Navy and to the Chairman of the Martime Commission, War Supplies Limited, stipulated in part as follows:

> All contracts with the War Department will be treated collectively and not individually, and if the aggregate profits realized by private corporations under such contracts are in excess of ten percent of cost, the amount of the excess will be refunded.
>
> * * * * *
>
> The Canadian Government will not make any profit on the aggregate of the transactions. However, it is understood that any losses to the Canadian Government on individual contracts may be recovered out of profits realized on other contracts.

The standard renegotiation clause will not be included in contracts with War Supplies Limited.

(i) *North West Purchasing Limited.* (1) In connection with various War Department projects in the Canadian Northwest, including the Alcan Highway and associated projects, there has been organized a Canadian Crown Company known as North West Purchasing Limited. This company has been incorporated by the Department of Munitions and Supply, Ottawa, Canada.

(2) Contracts for the purchase of materials, machinery, machine tools and equipment necessary in connection with the construction and maintenance of the above-mentioned projects will not ordinarily be entered into directly with contractors domiciled in the Dominion of Canada, but will be entered into with Northwest Purchasing Limited. However, direct contracts may be made with contractors domiciled in the Dominion of Canada in accordance with such regulations as may be issued by the Commanding General of the Northwest Service Command.

(3) In a leter dated 12 April 1943 from the Department of Munitions and Supply to the President of War Supplies Limited, which was forwarded to the War Department, it was stated in part:

> It is not the intention of this Department to enter into an agreement with the Government of the United States regarding profit limitations, etc., as North West Purchasing Limited has already undertaken to purchase stores required by the Northwest Service Command at prices no higher than those charged the Department of Munitions and Supply, and all purchase allocation orders placed by North West Purchasing Limited are confirmed by the Northwest Service Command.

(4) The standard renegotiation clause will not be included in contracts with North West Purchasing Limited.

§ 805.510 *War production policy for Canada and the United States.* Having regard to the fact that Canada and the United States are engaged in a war with common enemies, the President of the United States and the Canadian War Cabinet have, upon the recommendation of the Joint War Production Committee of Canada and the United States, approved a declaration of policy calling for a combined, all-out war production effort and the removal of any barriers standing in the way of such a combined effort. Such declaration of policy follows:

> Victory will require the maximum war production in both countries in the shortest possible time; speed and volume of war output, rather than monetary cost, are the primary objectives.
>
> An all-out war production effort in both countries requires the maximum use of the labor, raw materials and facilities in each country.
>
> Achievement of maximum volume and speed of war output requires that the production and resources of both countries should be effectively integrated, and directed towards a common program of requirements for the total war effort.
>
> Each country should produce those articles in an integrated program of requirements which will result in maximum joint output of war goods in the minimum time.
>
> Scarce raw materials and goods which one country requires from the other in order to carry out the joint program of war production should be so allocated between the two countries that such materials and goods will make the maximum contribution toward the output of the most necessary articles in the shortest period of time.
>
> Legislative and administrative barriers, including tariffs, import duties, customs and other regulations or restrictions of any character which prohibit, prevent, delay or otherwise impede the free flow of necessary munitions and war supplies between the two countries should be suspended or otherwise eliminated for the duration of the war.
>
> The two Governments should take all measures necessary for the fullest implementation of the foregoing principles.

(a) The President of the United States has directed the affected departments and agencies of the Government to abide by the letter and spirit of the foregoing policy so far as lies within their power. It is directed that the chief of each technical service whole-heartedly cooperate in an effort to make such policy effective in action. Manufacturing facilities available in the United States and in Canada should be placed upon an equal basis so far as awards of production orders are concerned, having in mind that time is of the essence and that, other things being equal, production of essential war materials at the earliest practicable date is the immediate aim of the Army Service Forces.

(b) Under the provisions of the Act of March 3, 1933 (see § 805.502), it has been determined by the Under Secretary of War to be inconsistent with the public interest to limit procurement of essential defense articles to those manufactured, mined or produced within the United States.

[Procurement Reg. 6]

PART 806—INTERBRANCH AND INTERDEPARTMENTAL PURCHASES

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SUBPART A—GENERAL

§ 806.601 *Rescission of regulations.* Army Regulations 5–300, December 10, 1936, as amended; Army Regulations 5–320, October 10, 1936, as amended; and all other prior directives and instructions relating to interbranch and interdepartmental procurement inconsistent herewith are hereby rescinded.

§ 806.602 *Definitions*—(a) *Procurement.* The term "procurement" as used in this part refers to the procedure necessary to obtain a given item or class of items and includes the execution of the following functions:

(1) *Specification (Abbr. Spec.).* This function involves the responsibility for the preparation or supply of specifications in accordance with the provisions of AR 850–25 to be used in the procurement of the item or items.

(2) *Determination of requirements (Abbr. Reqs.).* This function involves the determination by a technical service of its own requirements as well as the requirements of the using arms for which the technical service is responsible under existing Army Regulations. When only one service is indicated as having responsibility for determination of requirements for an item it shall be understood that said service is responsible for consolidating the requirements of all arms and services.

(3) *Provision of funds (Abbr. Funds).* This function involves the preparation of estimates, defense of estimates, and custody of funds.

(4) *Purchase (Abbr. Pur.).* This function consists of buying a given item or class of items or manufacturing such items in government owned establishments under the jurisdiction of a technical service, and includes final acceptance.

(5) *Inspection (Abbr. Insp.).* This function consists of making the inspections necessary for final acceptance of any item from the contractor.

(b) *Interbranch and interdepartmental procurement.* The term "interbranch procurement" refers to the procurement of items by one technical service for another technical service. The term "interdepartmental procurement" refers to the purchase of items by one department or agency of the government from another department or agency thereof.

SUBPART B—INTERBRANCH PROCUREMENT

§ 806.603 *Authority of Procurement Assignment Board.* The Procurement Assignment Board, Headquarters, Army Service Forces, is authorized to assign responsibility for all functions of procurement enumerated in § 806.602 (a) in regard to any item or class of items subject to the following limitation: Prior to the assignment by the Procurement Assignment Board of the "specification" function the Board will obtain the concurrence of the Production Division, Headquarters, Army Service Forces, and prior to the assignment of the "provision of funds" function the Board will obtain the concurrence of the Budget Officer for the War Department. The Director of the Production Division and the Budget Officer will each designate a representative to participate in meetings of the Procurement Assignment Board. With respect to a given item or class of items all functions may be assigned to one technical service or apportioned among different technical services. Unless and until action is taken by the Procurement Assignment Board the responsibility for the performance of the functions enumerated in § 806.602 (a) in respect to an item or class of items will remain with the technical service or technical services exercising such responsibility.

(a) *Army Air Forces.* When action by the Board is to be taken in regard to an item in which the Army Air Forces have a substantial interest, it will be understood that the Army Air Forces will be given an opportunity to be heard on the matter, and that if the Army Air Forces disagree with any action proposed to be taken by the Procurement Assignment Board, an effort will be made by the Board to reconcile the disagreement by a conference with a representative designated by the Commanding General, Army Air Forces; and that in the event a satisfactory agreement cannot be reached in this manner, the Board and the representative of the Army Air Forces will jointly prepare a brief setting forth their respective views on the matter, which brief will be submitted to the Under Secretary of War, who will make the final decision.

(b) *Purchase of an item by other than the service assigned such responsibility.* (1) Purchase of item shall be made by the services assigned responsibility for purchase of such item except under the circumstances indicated in subparagrap (2), (3) and (4) below.

(2) When an item is required within a brief period of time and, in the judgment of the service requiring the item, cannot be provided in such time by the service having responsibility for purchasing such item, the item may be purchased by the requiring service.

(3) Purchase may be made by a service other than the service to which responsibility for purchase of an item has been assigned, if the latter service has granted authority. This may be done by the issuance of general instructions or by consent granted with respect to a specific transaction.

(4) When items are purchased on behalf of a lump sum contractor on the understanding that an appropriate reduction will be made in the contract price, or when an item is purchased for a cost-plus-a-fixed-fee contractor which would normally be obtained by the cost-plus-a-fixed-fee contractor itself, purchase may be effected by a service other than the service having responsibility for purchasing the item.

(5) In the event that any purchase made pursuant to subparagraph (2) above involves an expenditure in excess of $5,000, a prompt report of the transaction will be made to the chief of the technical service having responsibility for the purchase of the item and a copy of such report will be sent to the Procurement Assignment Board, Headquarters, Army Service Forces.

(c) *Clearance of instructions with Board.* All instructions by Army Service Forces, Staff Divisions thereof, or Army Air Forces to be issued in War Department or Army Service Forces publications concerning:

(1) Transfer of any of the functions of procurement from one technical service to another or to or from the Army Air Forces, or

(2) Assumption of any of the functions of procurement by a technical service or the Army Air Forces;

shall be submitted for concurrence and clearance to the Procurement Assignment Board, Headquarters, Army Service Forces, before publication.

(d) *Assignment by classes.* Insofar as practicable, the Procurement Assignment Board, in assigning responsibility for procurement of all items and groups of items will classify items according to the Federal Standard Stock Catalog classes for storage and issue. The determinations of the Board will be published in § 806.605 and following.

(e) *Transfer of responsibility for purchase.* When action by the Board centralizes the responsibility for the purchase of a given item or class of items in a technical service:

(1) Any other technical service having such an item or class of items on order will promptly compile and transmit to the service assigned such responsibility a list of all outstanding orders for such items. These lists will indicate the following:

(i) Number and adequate description of items including specifications and applicable funds;

(ii) Name and address of supplier;

(iii) Unit price;

(iv) Delivery dates;

(v) Status of deliveries, to be supplemented monthly;

(vi) Contract or purchase order symbol; and

(vii) Partial payments or advance payments already made.

(2) Unless both services agree that such transfer is undesirable, all existing contracts shall be transferred to the service to which responsibility for purchase has been assigned, effective upon a date mutually agreed upon by the participating services, but not later than 60 days after notification to the services by the Board of its action.

(3) Signed instruments and other contractual documents shall be delivered to the service to which responsibility for purchase has been assigned not later than the effective date determined in subparagraph (2) above.

(4) The transfer shall be effected by the execution by the original contracting service of a supplemental agreement changing the allotment number and making any other necessary changes, or by such other means as may be determined by the service to which responsibility for purchase has been assigned.

(f) *Procedure.* (1) All technical services requiring an item for which determination of requirements and provisions of funds therefor have been assigned to another service, will assist the responsible technical service by furnishing to it statements of their requirements at such times as may be called for by the responsible technical service.

(2) The technical service or services having responsibility for determination of requirements will forward requisitions for requirements and allotment of applicable funds to the technical service having responsibility for purchase at such times and for such periods as may be specified by the latter.

(3) Emergency requirements will be forwarded by the most expeditious method available through the service responsible for the determination of requirements to the service responsible for purchase and will be confirmed by a formal requisition.

(4) Each requisition will contain a certificate of availability of funds and citation of the applicable allotment number.

(g) *Procurement within the United States for armed forces abroad.* It is to be noted that the action of the Procurement Assignment Board governs procurement within the United States for armed services abroad (see § 804.108 (g)). When an item is to be purchased for the armed forces abroad it should be purchased by the technical service to which responsibility for purchasing the item has been assigned by the Procurement Assignment Board.

(h) *Spare parts.* The assignments of responsibility for procurement of items or classes of items by the Procurement Assignment Board will be deemed to define in identical manner the responsibility for procurement of spare parts for all such items or classes of items, unless otherwise specifically indicated herein.

§ 806.604 *Report of actions of the Procurement Assignment Board.* (1) There is contained in Appendix I to this part [1] a condensed record of the assignments made by the Board since the beginning of the calendar year 1942. Actions taken by the Board will be reported in weekly memoranda published by the Office of The Adjutant General. From time to time, these memoranda will be consolidated in the Appendix. Reference is made to the first page of the Appendix for a more complete statement as to what is covered therein.

(2) Certain actions of the Board are set forth in the paragraphs immediately following. The Appendix, however, contains cross references to these paragraphs.

[1] Filed with the Division of the Federal Register.

(a) *Assignment of fuel: charcoal, coal, coke, dust fuels, gas, gasoline, oil (fuel), wood, etc. (FSSC Class 7).*

Items	Spec.[1]	Req	Funds	Pur.	Insp.
Army Air Forces Aircraft—All Fuels	AAF	AAF	AAF	AAF	AAF
Automotive, excluding fire apparatus, and vehicles required for construction activities of the Corps of Engineers:					
Gasoline	ORD	QMC	QMC	QMC	QMC
Fuel Oil Diesel	ORD	QMC	QMC	QMC	QMC
Railway:					
Gasoline	ORD	TC	TC	QMC	QMC
Fuel Oil	ORD	TC	TC	QMC	QMC
Fuel Oil Diesel	ORD	TC	TC	QMC	QMC
Coal, Coke, Firewood, etc	TC	TC	TC	QMC	TC
Marine, except for tactical equipment not operated by the Transportation Corps:					
Gasoline	ORD	TC	TC	QMC	QMC
Fuel Oil	ORD	TC	TC	QMC	QMC
Fuel Oil Diesel	ORD	TC	TC	QMC	QMC
Coal, Coke, Firewood, etc	TC	TC	TC	QMC	TC
Utility.—For Space Heating, Power, Incineration, Refrigeration, Utility Plants, Maintenance Equipment, Pumping, Fire Apparatus, Utility Shops, Cooking, Baking, Smithing, Water Heating, Process Steam, and incidental industrial uses (except for Manufacturing Arsenals, Manufacturing Depots, and for Technical Requirements at Proving Grounds):					
Gasoline	ORD	ENG	ENG	QMC	QMC
Fuel Oil	ORD	ENG	ENG	QMC	QMC
#1 Fuel Oil (Kerosene)	ORD	ENG	ENG	QMC	QMC
Coal, Coke, Charcoal, Dust Fuels, Firewood, etc	ENG	ENG	ENG	QMC	ENG
Gas, Natural or Mfgd	ENG	ENG	ENG	ENG	ENG
Construction, for activities of the Corps of Engineers:					
Gasoline	ORD	ENG	ENG	QMC	QMC
Fuel Oil	ORD	ENG	ENG	QMC	QMC
Coal, Coke, Charcoal, Dust Fuels, Firewood, etc	ENG	ENG	ENG	QMC	ENG
Gas, Natural or Mfgd	ENG	ENG	ENG	ENG	ENG
Manufacturing, for Arsenals, Manufacturing Depots, and for Technical Requirements at Proving Grounds; including all operational equipment:					
Gasoline	ORD	ALL	ALL	QMC	QMC
Fuel Oil	ORD	ALL	ALL	QMC	QMC
Coal, Coke, Charcoal, Dust Fuels, Firewood, etc	ALL	ALL	ALL	QMC	ALL
Gas, Natural or Mfgd	ENG	ALL	ALL	ALL	ALL
For Oil, and Incendiary Oil for Incendiary Bombs, Flame Throwers and Smoke	CWS	CWS	CWS	QMC	QMC
All Other Uses:					
Gasoline (All Types)	ORD	QMC	QMC	QMC	QMC
Fuel Oil	ORD	QMC	QMC	QMC	QMC
Fuel Oil, Diesel	ORD	QMC	QMC	QMC	QMC
Coal, Coke, Charcoal, Dust Fuels, Firewood, etc	QMC	QMC	QMC	QMC	QMC

[1] The service or services (other than the Army Air Forces) assigned the function of "Specification" for the petroleum products listed above shall coordinate and clear this function with the War Department Committee on Liquid Fuels and Lubricants through the Fuels and Lubricants Division, Office of the Quartermaster General.
To the extent that the assignments of responsibility for the functions of procurement set forth in this paragraph are inconsistent with the provisions of Circular No. 33, Headquarters, Army Service Forces, 1943, the provisions of said Circular No. 33 are superseded hereby.
The assignment of responsibility for Determination of Requirements and Provision of Funds applies both to the Zone of the Interior and to the Theatres of Operation.

(b) *Assignment of boats, vessels and floating equipment (FSSC Class 9).*

Items	Spec.	Req.	Funds	Pur.	Insp.
All Boats, Vessels and Floating Equipment: Except those listed below	TC	TC	TC	TC	TC
Boats, Vessels and Floating Equipment: Required for river, harbor and fortification works	ENG	ENG	ENG	ENG	ENG
Barrage Balloon Equipment:					
Boats, Power Driven BB	ENG	ENG	ENG	TC	TC
Boats, Catamaran BB	ENG	ENG	ENG	TC	TC
Barges, Double End BB	ENG	ENG	ENG	TC	TC
Barges, Power Driven BB	ENG	ENG	ENG	TC	TC
Corps of Engineers Tactical Equipment:					
Boats, Assault	ENG	ENG	ENG	ENG	ENG
Boats, Reconnaissance	ENG	ENG	ENG	ENG	ENG
Boats, Storm	ENG	ENG	ENG	ENG	ENG
Boats, Pneumatic	ENG	ENG	ENG	ENG	ENG
Boats, Power, Utility w/Trailer	ENG	ENG	ENG	ENG	ENG
Floats, Pneumatic	ENG	ENG	ENG	ENG	ENG
Pontoons, Equipage	ENG	ENG	ENG	ENG	ENG
Pontoon Gear, Navy Type: [1]					
Barges and Pontoons for Bridge and Wharf Construction and Corps of Engineers Lighterage	ENG	ENG	ENG	TC	TC
Barges and Pontoons, all Other Uses	TC	TC	TC	TC	TC
Rafts, Life for Aircraft	AAF	AAF	AAF	AAF	AAF

[1] All boats, barges, vessels and floating equipment, excluding pneumatic boats, purchased by the Army from the Navy, shall be purchased from the Navy by the Transportation Corps.
Vessels over 1,000 tons D. W. are procured by Maritime Commission, with Transportation Corps responsible for determination of requirements.

(c) *Assignment of oils (illuminating and lubricating) greases and all lubricants (FSSC Class 14).*

Items	Spec.[1]	Req.	Funds	Pur.	Insp.
All oils, greases, lubricants, cleaning solvents (except petroleum solvents), rust preventive compounds, corrosion preventives, and hydraulic fluids for Army Aircraft, except oils, greases, and lubricants for AGF Aircraft.	AAF	AAF	AAF	AAF	AAF
Agricultural sprays, including petroleum oils required for all insect and pest control	QMC[1]	QMC	QMC	QMC	QMC

See footnotes at end of table.

Assignment of oils (illuminating and lubricating) greases and all lubricants (FSSC Class 14)—Continued

Items	Spec.[1]	Req.	Funds	Pur.	Insp.
Cattle Spray	QMC	QMC	QMC	QMC	QMC
Compound, rust preventives	ORD	ORD	ORD	ORD	ORD
Corrosion preventives	ORD	ORD	ORD	ORD	ORD
Cutting Oils	ORD	ALL	ALL	ALL	ALL
Kerosene (illuminating and cleaning)	ORD	QMC	QMC	QMC	QMC
Oils, greases and lubricants for all motor, armored and track laying vehicles, excluding fire apparatus and vehicles required for construction activities of the Corps of Engineers	ORD	QMC	QMC	QMC	QMC
Special oils, greases and lubricants for locomotives, other rolling stock, and marine use, except for tactical equipment not operated by the Transportation Corps	ORD	TC	TC	QMC	QMC
Special lubricants and greases for Weapons, including Railroad Artillery Equipment	ORD	ORD	ORD	ORD	ORD
Recoil and hydraulic fluids	ORD	ORD	ORD	ORD	ORD
Oils, lubricants and greases for construction activities of the Corps of Engineers	ORD	ENG	ENG	QMC	QMC
Oils, lubricants and greases for Manufacturing Arsenals, Manufacturing Depots, and for all technical requirements at Proving Grounds; including all operational equipment	ORD	ALL	ALL	QMC	QMC
Oils, lubricants and greases for Utilities—For Space Heating, Power, Incineration, Refrigeration, Utility Plants, Maintenance Equipment, Pumping, Fire Apparatus, Utility Shops, Cooking, Baking, Smithing, Water Heating, Process Steam, and incidental industrial uses (except for Manufacturing Arsenals, Manufacturing Depots, and for technical requirements at Proving Grounds)	ORD	ENG	ENG	QMC	QMC
Oil, transformer and insulating	ORD	QMC	QMC	QMC	QMC
Oil, tempering	ORD	QMC	QMC	QMC	QMC
Oil, floor	ENG	QMC	QMC	QMC	QMC
Paraffine Wax—Amorphous, refined and crude, and manufactured articles	ORD	QMC	QMC	QMC	QMC
Petrolatum (medicinal)	MED	MED	MED	QMC	MED
Paraffine, refined for histological and pharmaceutical use	MED	MED	MED	QMC	MED
Solvents, petroleum	ORD	QMC	QMC	QMC	QMC
Oils, lubricants and greases,—all other uses	ORD	QMC	QMC	QMC	QMC

[1] The service or services (other than the Army Air Forces) assigned the function of "Specification" for the petroleum products listed above shall coordinate and clear this function with the War Department Committee on Liquid Fuels and Lubricants through the Fuels and Lubricants Division, Office of the Quartermaster General.
To the extent that the assignments of responsibility for the functions of procurement set forth in this paragraph are inconsistent with the provisions of Circular No. 33, Headquarters, Army Service Forces, 1943, the provisions of said Circular No. 33 are superseded hereby.
[2] Except responsibility for specification for Oil, Fuel Diesel No. 2 or equal, (FSSC Class 7) which is the responsibility of the Ordnance Department.
The assignment of responsibility for Determination of Requirements and Provision of Funds applies both to the Zone of the Interior and to the Theatres of Operation.

§ 806.605a *Indefinite quantity contracts executed by various technical services.* In the succeeding sections there is set forth information with respect to certain indefinite quantity contracts executed by various technical services under which all of the technical services are obliged to purchase their requirements.

§ 806.605b *Contracts for recapping and retreading tires, and repairing tires and tubes*—(a) *General.* (1) The Ordnance Department has executed a number of contracts for recapping and retreading tires and repairing tires and tubes. Detailed information with respect to these contracts is contained in a pamphlet entitled "Instructions relating to indefinite quantity contracts for recapping and retreading tires and repairing tires and tubes". Copies of this pamphlet may be obtained by interested services from the Administrative Branch, Supply Section, Office of Chief of Ordnance, Washington, D. C. The same information also appears in paragraph 6,030 of Ordnance Procurement Instructions.

(2) The contracts referred to in subparagraph (1) are not applicable to the recapping and retreading of tires and the repairing of tires and tubes by the Army Air Forces, when such tires and tubes are to be used on aircraft and special purpose vehicles.

(b) *Procedure for placing orders.* The same type of delivery order as is used for placing orders under the General Schedule of Supplies (see § 806.614) will be used for placing orders under the Ordnance contracts, except that there will be added a certificate reading as follows:

None of the supplies or services covered by this instrument are to be used in violation of legal restrictions quoted in Circular No. 175, War Department, 1943.

(c) A blanket tax exemption certificate is issued covering Federal excise taxes on all purchases made under the contracts referred to in paragraph (a). Accordingly no tax exemption certificates will be issued in connection with specific purchases made under such contracts. It is not necessary that the purchase order contain a reference to the number of the blanket tax exemption certificate. It is sufficient that it contain a reference to the contract number.

(d) The pamphlet referred to in paragraph (a) contains a price list and other details and special provisions applicable to particular contracts. In any case where the price for repairing, recapping or retreading tires of a particular size is not listed, the price may be fixed by the contracting officer at a price not lower than the price quoted for the same service on the next smaller size tire quoted in such price list and contracting officer's decision shall be final and binding. The prices quoted do not include Federal taxes for which exemption is granted, nor any tax imposed by a State, County or municipality upon the transaction of purchasing materials or services in question.

(e) In the event that the contractor is unable to provide or arrange for facilities to perform any services ordered under the contract within ten days from the receipt of such order, the contracting officer is released to that extent from any obligation to procure such services under the contract. He may then procure them from any available source.

§ 806.605c *Standard Master Ship Repair Contract.* (a) A form of contract for the repair and alteration of vessels has been approved as a standard form of contract and assigned the number "TC Form No. 103" (see § 803.304 (a) (3). TC Form No. 103 is the War Department version of a master contract for the repair and alteration of vessels devised jointly by the War Department, the Navy Department and the War Shipping Administration.

(b) When executed with a particular contractor, TC Form No. 103 establishes the basis upon which that contractor will perform such repair and alteration work on vessels within the jurisdiction of the War Department as may be assigned to the contractor by means of job orders issued pursuant to the contract. All such work will be assigned to the contractor by means of job orders under the contract, unless the Chief of Transportation or his authorized representative grants prior approval to the use of a different method of contracting.

(c) Colonel Harold S. Wright, T. C., Commanding Officer, Army War Ship Repair Contract Agency, 25 Broad Street, New York 4, N. Y. (see Memorandum No. S55–15–43, 7 June 1943, creating this Agency), has been appointed contracting officer for the execution and administration of contracts written on TC Form 103, and authority has been delegated to the Chief of Transportation to appoint a successor and additional contracting officers for the same purpose. Contracts on TC Form No. 103 will be executed only by contracting officers appointed pursuant to this paragraph.

(d) Contracting officers appointed pursuant to paragraph (c) above have authority to designate officers and civilian officials of the War Department as their representatives and to empower such representatives to take all action under particular contracts or groups of contracts on TC Form No. 103 which could lawfully be taken thereunder by the contracting officers themselves, including the power to issue and administer job orders.

(e) Colonel Wright has designated the following as his representatives, with power to issue and administer job orders, subject to various conditions and limitations:

(1) The officer certified for the purpose by or under the direction of the Commanding General of each Service Command, the Commanding General, Army Air Forces, and the Chief of Engineers, for each installation under their respective commands.

(2) The officer certified for the purpose by the commanding officer of each port of embarkation and by each Zone and District Transportation Officer.

Certification of a contracting officer's representative may be made by name or official title. Certification is effective upon acknowledgment of receipt by Colonel Wright.

(f) From time to time the Chief of Transportation will cause to be published information concerning the contracts on TC Form No. 103 which have been executed for the War Department, including the contract numbers, names and addresses of contractors, location of shipyards, contract periods, "billing rates," etc. The publications will also name the contracting officer's representatives who have been authorized to issue job orders under the contracts, and set forth instructions applicable to the issuance and administration of job orders.

(g) A Joint Board, consisting of one representative each for the Secretary of War, the Secretary of the Navy and the War Shipping Administrator, has been constituted to perform certain functions in connection with the master contracts for repair and alteration of vessels executed by the three agencies. The Joint Board endeavors to obtain uniformity of interpretation and administration of these contracts. It also makes recommendations regarding the quarterly revision of "billing rates" in order that the same rate may be in force under the contracts with a particular contractor executed by the three agencies.

§ 806.605d *Indefinite quantity contracts executed by the Office of the Quartermaster General.* The tabulation set forth below contains certain information with respect to all indefinite quantity contracts executed by the Office of the Quartermaster General, which are applicable to purchases made by activities outside the jurisdiction of the Quartermaster General. More complete information as to these contracts is contained in the bulletins referred to in the tabulation. Some of these bulletins are Office of the Quartermaster General Contract Bulletins, referred to in the tabulation as Contract Bulletins. The last contract bulletin published was No. 2, dated 11 January 1944. Instructions and information theretofore published in contract bulletins have been published since 11 January 1944 in War Department supply bulletins, referred to in the tabulation as supply bulletins. If contract bulletins are not available at an Adjutant General Depot, they may be obtained by communicating with the General Administrative Services Division, Office of the Quartermaster General, Washington 25, D. C.

INDEFINITE QUANTITY CONTRACTS EXECUTED BY OFFICE OF QUARTERMASTER GENERAL

Bulletin number	Date	Commodity	Contract period	Contract symbol number	Contractor	Area serviced	Tax information	Applicability
Contract Bulletin No. 81	1 July 1943	Books	Fiscal Year 1944	See Contract	Bulletin No. 81	Continental United States	Tax exclusive	General utilization by the War Department except the Medical Corps.
Contract Bulletin No. 95	26 July 1943	Compressed Yeast	Fiscal Year 1944	W 199 qm-33843	Standard Brands Incorporated, 595 Madison Ave., N. Y., N. Y.	1st, 4th, 8th and 9th Service Commands	Tax inclusive; in the event of an increase, decrease or elimination of the tax or charge which must be borne by the contractor, the contract price is increased or decreased, accordingly and any amount due the contractor as a result of such change is charged to the government, provided, however, that the government reserves the right to issue to the contractor, in lieu of such payment a tax exemption certificate	All Branches of the War Department
				W 199 qm-33845	National Grain Yeast Corp., 800 Mill St., Belleville, N. J.	3rd Service Command Military District of Washington		
				W 199 qm-33846	Red Star Yeast & Products Co., 221 E. Buffalo St., Milwaukee, Wis.	5th and 6th Service Commands		
				W 199 qm-33844	Anheuser-Busch, Inc., 721 Pestalozzi St., St. Louis, Mo.	2nd and 7th Service Commands		
Contract Bulletin No. 133	25 Oct. 1943	Paper Rolls, for Cash Registers	Fiscal Year 1944	W 1913 qm-16081	Bradner Smith & Co., 33 So. Desplaines St., Chicago, Ill.	Regions VII, VIII and IX as defined in Contract Bulletin	Tax exclusive	All posts, camps and stations
				W 1913 qm-16082	The National Cash Register Co., Dayton, Ohio	Regions I through VII as defined in Contract Bulletin and Brooklyn (for overseas shipment) Oakland, California (for overseas shipment) New Orleans (for overseas shipment) Charleston (for overseas shipment)		
Contract Bulletin No. 142	1 Jan. 1944	Oil, Engine, Lubricating All purpose	1 Jan. 1944 to 30 June 1944	49-001-qm-274	The Texas Company	Alabama, Arkansas, Connecticut, Delaware, District of Columbia, Florida, Georgia, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Mississippi, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Vermont, Virginia, West Virginia.	Tax exclusive; Contractor obtains Blanket Tax Exemption Certificate upon application to Washington Quartermaster Depot.	All War Department activities within continental United States for domestic consumption, exclusive of maneuvers ordered by Army Ground Force Headquarters
				W 49-001 qm-276	Standard Oil Co. of California	Arizona, California, Idaho, Nevada, Oregon, Utah, Washington		
				W 49-001 qm-277	Shell Oil Co., Inc.	Ohio		
				W 49-001 qm-278	Standard Oil Co. (Indiana)	Colorado, Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, Montana, North Dakota, South Dakota, Wisconsin, Wyoming.		
				W 49-001 qm-279	Standard Oil Company of Nebraska	Nebraska		

INDEFINITE QUANTITY CONTRACTS EXECUTED BY OFFICE OF QUARTERMASTER GENERAL—Continued

Bulletin number	Date	Commodity	Contract period	Contract symbol number	Contractor	Area serviced	Tax information	Applicability
Supply Bulletin 10-28	14 Mar. 1944	Malt	1 Apr. 1944 to 30 June 1944	11-009 qm-14070	Malt-Diastase Company, Wyckoff Ave. & Decatur St., Brooklyn, N. Y.	1st, 2nd and 3rd Service Commands; Military District of Washington; Ashford Gen. Hospital, West Virginia	Tax exclusive	All Branches of the War Department
				11-009 qm-14067	Anheuser-Busch, Inc., 721 Pestalozzi St., St. Louis, Mo.	4th Service Command		
				11-009 qm-14069	Pabst Sales Co., 221 No. LaSalle St., Chicago, Ill.	5th Service Command		
				11-009 qm-14071	Birk Bros. Brewing Co., Webster Wayne Avennes, Chicago, Ill.	6th Service Command		
				11-009 qm-14068	The Wander Co., 360 No. Michigan Ave., Chicago, Ill.	7th Service Command		
				11-009 qm-14072	Standard Brands, Inc., War Prod. & Supply Dept., 595 Madison Ave., New York, N. Y.	8th and 9th Service Commands		

[1] Attention is invited to contract Bulletin No. 1, 1 January 1944, for the period 1 January 1944 to 31 December 1944, listing contracts executed by Treasury Department, Procurement Division, for War Department requirements of greases and gear lubricants under Class 14 of Federal Standard Stock Catalogue.

SUBPART C—INTERDEPARTMENTAL PURCHASES

§ 806.606 *Purchases under contracts of Procurement Division, Treasury Department*—(a) *Basic law.* The act of March 3, 1933 provided in part as follows:

• • • Accordingly, the President shall investigate the present organization of all executive and administrative agencies of the Government and shall determine what changes therein are necessary to accomplish the following purposes: • • • To group, coordinate, and consolidate executive and administrative agencies of the Government, as nearly as may be, according to major purposes; • • • To eliminate overlapping and duplication of effort; • • • (47 Stat. 1517; 5 U. S. C. 124).

Pursuant to the above act there was issued under date of June 10, 1933, Executive Order Number 6166 which provides in part as follows:

• The function of determination of policies and methods of procurement • • • of property, facilities, structures, improvements, machinery, equipment, stores, and supplies exercised by any agency is transferred to a Procurement Division in the Treasury Department, at the head of which shall be a Director of Procurement. • • • In respect of any kind of procurement • • • for any agency the Procurement Division may, with the approval of the President, (a) undertake the performance of such procurement • • • itself, or (b) permit such agency to perform such procurement • • • or (c) entrust such performance to some other agency, or (d) avail itself in part of any of these recourses, according as it may deem desirable in the interest of economy and efficiency. When the Procurement Division has prescribed the manner of procurement • • • of any thing, no agency shall thereafter procure • • • such thing in any manner other than so prescribed. The execution of work now performed by the Corps of Engineers of the Army shall remain with said corps, subject to the responsibilities herein vested in the Procurement Division. • • •

Under date of April 12, 1935 there was issued by the Procurement Division, Treasury Department, with the approval of the President, a regulation which provides in part as follows:

• • • Those supplies of which the procurement • • • is to be controlled (by the Procurement Division) • • • will be listed and communicated to the executive departments as may be necessary, and thereafter no individual procurement • • • of these articles shall take place except in emergencies. • • •

(b) *Requirement.* Purchases will be made from contracts of the Procurement Division, Treasury Department (General Schedule of Supplies), when so directed by the chief of the technical service concerned or when required by the terms of the contracts unless the item can not be furnished under such contracts within the time that the item is required by the technical service concerned.

(c) *Emergency purchases.* In any case where, pursuant to the provisions of paragraph (b), purchase of an item listed in the General Schedule of Supplies is not made under a General Schedule of Supplies contract because the item could not be furnished under such a contract within the time that the item was required, the voucher submitted to the disbursing officer for payment shall contain a finding that:

(1) The purchase was justified because the item could not be furnished under the General Schedule of Supplies Contract within the time in which the item was required; and

(2) The purchase outside the General Schedule of Supplies Contract was necessary to facilitate the prosecution of the war and was authorized under the First War Powers Act and Executive Order No. 9001.

Such finding shall be final and conclusive. The authority to make such a finding is vested in the chiefs of the technical services and may be delegated to any officer or civilian official under their jurisdiction, including the contracting officer. It is to be emphasized that this authority is only to be used when necessary, and that it should not be construed to authorize disregard of the requirements of the General Schedule of Supplies. In all cases, the finding should consist of more than a mere conclusion. It should set forth the specific reasons why the time element made the purchase necessary.

(d) *Procedure.* (1) Chiefs of technical services (and commanding generals of service commands) are responsible for advising contracting officers under their jurisdiction as to the terms and conditions of all mandatory General Schedule of Supplies contracts. The commanding generals of the service commands should assume this responsibility as promptly as is practicable. In the past, the schedules have been distributed to the posts, camps and stations under the jurisdiction of the various service commands by the chiefs of certain of the technical services. This practice should not be discontinued until such time as the commanding generals of the service commands have had an opportunity to set up procedures to enable them to assume the responsibility.

(2) The schedules may be obtained from the Editorial Section, Procurement Division, Treasury Department. That Section will not, however, honor requests from posts, camps or stations or other installations, but only from the offices of the chiefs of technical services or the headquarters of the commanding generals of the service commands. Accordingly, all requests should be forwarded through channels to the appropriate headquarters.

(e) *Ratification of purchases not made under contracts of the Procurement Division, Treasury Department.* When it appears to his satisfaction that an item listed in the General Schedule of Supplies was not purchased under a contract of the Procurement Division, Treasury Department because the contracting officer overlooked the necessity of purchasing under such a contract the chief of the technical service concerned

may ratify such purchase. This will be done, however, only where it appears that the oversight represents an isolated

tend to excuse the failure to purchase under the Treasury Department con-

ence on either the contract or the voucher to General Clearance dated June 3, 1942

vania, New York, New Jersey, Maryland, West Virginia, Virginia, Kentucky, and the District of Columbia.

above agency which, in an emergency, will grant telegraphic clearance.

sent through the office of the chief of the technical service concerned.

(c) The foregoing does not affect in

may ratify such purchase. This will be done, however, only where it appears that the oversight represents an isolated instance and not a continued course of neglect. A statement should be presented to the chief of the technical service setting forth all of the facts including the contract price paid as compared to that payable under the Treasury Department contract and all facts which tend to excuse the failure to purchase under the Treasury Department contract.

(f) [Deleted.] See § 806.614.

(g) *Mandatory schedules.* The following is a list of the classes of the General Schedule of Supplies which are mandatory on the field services of the War Department:

Description of item	Schedule of supplies	Period
Explosives and blasting accessories	4, Supp. No. 1	July 1 to Dec. 31, 1944.
Gasoline: Tank wagon and drum deliveries, tank-car, transport-truck, and marine deliveries.	7 and Supps., Regions 1 to 6, inclusive.	July 1, 1944, to June 30, 1945.
Fuel oil-tank-wagon and drum deliveries, tank-car, transport-truck, and marine deliveries.	7 and Supps., Regions 1 to 6, inclusive.	July 1, 1944, to June 30, 1945.
Gasoline, Diesel oil, and lubricating oil, service-station deliveries.	7 and 14	July 1, 1944, to June 30, 1945.
Tire chains	8, Supp. No. 3	July 1, 1944, to June 30, 1945.
Automotive storage batteries	17, Supp. No. 2 (Revised)	Mar. 16 to Sept. 15, 1944.
Telephones and parts	17, Supp. No. 6	Sept. 1, 1941, to Aug. 31, 1942 (portion extended to Aug. 31, 1944).
Electric lamps	17, Supp. No. 3A	Sept. 1, 1942, to Aug. 31, 1943 (extended to Aug. 31, 1944).
Wood furniture	26, Part I	Jan. 1 to Dec. 31, 1942 (portion extended to Dec. 31, 1944).
Wood furniture	26, Part I	Jan. 1 to Dec. 31, 1944.
Steel furniture	26, Part II	Jan. 1 to Dec. 31, 1942 (portion extended to Dec. 31, 1944).
Steel insulated filing cabinets	26, Part II, Supp. No. 1	July 1, 1943, to Dec. 31, 1943 (extended to Dec. 31, 1944).
Floor and window coverings	27	Apr. 1 to Sept. 30, 1944.
Books	35	Dec. 1, 1943, to Nov. 30, 1944.
Machine tools (only the following items: 40-M-9-100, and 40-P-22 to 40-P-37, incl.).	40	Mar. 1 to Aug. 31, 1944.
Woodworking saws	40, Supp. No. 1	July 1, 1944, to June 30, 1945.
Paper drinking cups	53, Supp. No. 2	July 1, 1944, to June 30, 1945.
Office equipment	54	July 1, 1944, to June 30, 1945.
Offset duplicating supplies and certain office equipment	54	July 1, 1944, to June 30, 1945.
Portable drinking fountains	63, Supp. No. 1	Mar. 1, 1944, to Feb. 28, 1945.
Airplane tires and tubes	83	Apr. 24 to June 30, 1942 (extended to Aug. 31, 1944).
Recording and transcription service	103, Supp. No. 2	Sept. 15, 1942, to Aug. 31, 1943 (extended to Aug. 31, 1944).
Household and quarters furniture	(Part 1)	Jan. 1 to July 31, 1944.
Household and quarters furniture	(Part 2)	Jan. 1 to July 31, 1944.
Household and quarters furniture	(Part 3)	Jan. 1 to July 31, 1944.

NOTE (1): Some of the schedules listed above are mandatory only upon some of the activities of the War Department. In case of doubt as to whether it is mandatory that a particular item be procured under a schedule, the schedule itself should be consulted and provisions of the schedule should be regarded as controlling.

NOTE (2): Attention is called to the provisions of § 811.1187. Items, the purchase of which is restricted by that paragraph, shall not be purchased except in accordance with the provisions of that paragraph even though they may be listed on the General Schedule of Supplies.

(h) *"Schedule of Stock Items."* This publication of the Procurement Division of the Treasury Department lists the items which are carried in stock in the warehouse of that Division in Washington, D. C., primarily to supply the needs in that city. Field agencies of the War Department will not place orders on the Procurement Division for items which are stocked in the warehouse in Washington, D. C., for shipment outside the District of Columbia. This publication should not be distributed to War Department field agencies outside of Washington, D. C.

§ 806.606a *Blind-made products*—(a) *Basic law.*

* * * All brooms and mops and other suitable commodities hereafter procured in accordance with applicable Federal specifications by or for any Federal department or agency shall be procured from such nonprofit making agencies for the blind in all cases where such articles are available within the period specified at the price determined by the committee to be the fair market price for the article or articles so procured; * * * Act June 25, 1938 (52 Stat. 1196; 41 U. S. C. 46; M. L., 1939, sec. 1951).

(b) *Schedule of blind-made products.* Schedule of Blind-Made Products, effective January 1, 1943, or later date, prepared under the direction of Committee on Purchases of Blind-Made Products, and issued by the Procurement Division, Treasury Department. This schedule is obtained in the same manner as other schedules of the General Schedule of Supplies (see § 806.606 (d)). The basic law does not apply in cases where brooms and mops are procured for use outside continental United States.

(c) *General clearance.* The following general clearance dated June 3, 1942, which covers purchases until further notice is quoted for information and guidance.

Effective as of this date and continuing until rescinded, blanket clearance is hereby granted to purchase from commercial sources any item listed in the Schedule of Blind-made Products where military necessity may require the delivery of the articles needed within a period of two weeks.

Very truly yours,

ROBT. LEFEVRE,
Secretary,
Committee on Purchases of Blind-made Products.

(d) *Attaching clearance to voucher.* It is to be noted that it is not necessary to attach a copy of this general clearance to the contract or voucher. It is sufficient in pertinent cases to make reference on either the contract or the voucher to General Clearance dated June 3, 1942.

§ 806.607 *Purchases under contracts of Navy Department*—(a) *Requirement.* Purchases will be made from contracts of the Navy Department when so directed by the chief of the technical service concerned or when required by the terms of the contracts.

(b) *Procedure.* Chiefs of technical services are responsible for advising contracting officers as to the terms and conditions of all such contracts and as to whether purchases therefrom are mandatory.

§ 806.608 *Purchases from Federal Prison Industries, Inc., Department of Justice*—(a) *Basic Law.* The Act of May 27, 1930 provides in part as follows:

The several Federal departments and independent establishments and all other Government institutions of the United States shall purchase at not to exceed current market prices, such products of the industries herein authorized to be carried on as meet their requirements and as may be available * * * (46 Stat. 392; 18 U. S. C. 744g; M. L., 1939, Sec. 1936).

Under date of December 11, 1934, there was issued Executive Order Number 6917 which provides in part as follows:

It is hereby ordered that a corporation of the District of Columbia be and is hereby created, said corporation to be named as Federal Prison Industries, Inc. * * * The principal office of said corporation shall be in the City of Washington, District of Columbia, * * * The heads of the several executive departments, independent establishments and Government owned and Government controlled corporations shall cooperate with the corporation in carrying out its duties and shall purchase, at not to exceed current market prices, the products or services of said industries, to the extent required or permitted by law.

(b) *Requirement.* It is required that all items manufactured by and all services rendered by, Federal Prison Industries, Inc. be purchased from that agency except where a general or special clearance for the purchase of the items from commercial sources has been granted.

(c) *General clearance.* The following general clearance, dated 18 May 1944, which covers purchases for the period 1 July to 31 December 1944, indicates not only the items as to which such clearance has been granted but also those items which are available, and, which, accordingly, must be purchased from Federal Prison Industries, Inc.:

THE UNDER SECRETARY OF WAR,
Washington, D. C.

DEAR SIR: Subject to applicable conservation and limitation orders, the following articles and services are available and can be furnished by Federal Prison Industries, Inc., from industries established under the Act of Congress approved May 27, 1930 (46 Stat. 391):

Brushes: All brushes for delivery after October 1, 1944.

Canvas goods: Shell covers, tarpaulins, truck covers, truck curtains, barracks bags, shower curtains, bags, bandoleers.

Cargo nets.

Castings: Bomb noses; also manhole frames and covers, grates and grate bars, and gutter drains for delivery in Wisconsin, Michigan, Illinois, Indiana, Ohio, Pennsylvania, New York, New Jersey, Maryland, West Virginia, Virginia, Kentucky, and the District of Columbia.

Fibre furniture.

Laundry services required by posts and stations within 25 miles of the Federal Correctional Institution, Tallahassee, Fla.; and by posts and stations within 100 miles of the United States Penitentiary, Alcatraz, Calif., the Federal Detention Headquarters, New York City, and the Federal Reformatory for Women, Alderson, W. Va.

Mattresses: Cotton felt.

Milk: 1,000 lbs. per day for delivery to Ft. Bliss, Texas, only.

Sheet metal products: Storage shelving, transfer cases, food trays, tool boxes, tool cabinets, tool racks, fin assemblies, and stops for bomb storage.

Other metal products: Bomb dunnage racks; welded metal specialties.

Printing: See Section 610.9, Army Procurement Regulation No. 6.

Wood furniture and specialties: Douglas, 4C, wide arm and side chairs; all stools except rotary type; desk trays; costumers; tool handles; pallets.

Boats, wooden, not in excess of 100' long, to be procured in the Ninth Service Command.

Clearance
C-24706

1. *Clearance is granted to purchase* from other sources *articles* manufactured or *services* rendered by Federal Prison Industries, Inc., *not listed above.*

2. *Clearance is granted to purchase* from other sources *articles* manufactured or *services* rendered by Federal Prison Industries, Inc., *including the items listed above,* in the following cases:

(a) By contractors or contracting officers under cost-plus-a-fixed-fee construction or supply contracts;

(b) By contracting officers under fixed-price (lump sum) construction or supply contracts, wherein the Government is required to furnish certain Government materials;

(c) When immediate delivery or performance is required by the public exigency;

(d) When suitable second hand or used articles can be procured;

(e) When required in small quantities and for delivery within ten days.

3. This clearance is to cover purchases made by the War Department only, and is effective for the period July 1 to December 31, 1944, inclusive.

4. Copy of this clearance should be attached to your contract or voucher when transmitted to the General Accounting Office, or reference made thereon to this clearance number.

Very truly yours,

FEDERAL PRISON INDUSTRIES, INC.
By (Signed) A. H. CONNER,
Associate Commissioner.

(d) *Attaching clearances to vouchers.* It is to be noted that it is no longer necessary to attach a copy of the clearance to the contract or voucher. It is sufficient to make reference on either the contract or the voucher to Clearance No. C-24706.

(e) *Procedure.* Chiefs of technical services are responsible for advising contracting officers as to the detailed procedure for placing orders with Federal Prison Industries, Inc. In general, purchase orders should be forwarded in duplicate to Federal Prison Industries, Inc., Department of Justice, Washington, D. C. Requests for special clearances should also be directed to the above agency which, in an emergency, will grant telegraphic clearance.

§ 806.608a *Purchases from State prisons and other correctional institutions.* Purchases of items manufactured or produced by State prisons may be made directly from such institutions (Op. Att. Gen. 37739, May 6, 1942, and Let. Pres. May 10, 1942. See also Executive O. 9196 dated July 9, 1942, and § 809.902 and following of these regulations). Likewise, purchases of services rendered by State prisons may be made directly from such institutions. No purchase, however, from a State prison or other correctional institution will be made of a mandatory item or service appearing in the schedules of the Federal Prisons Industries, Inc. (See § 806.608) without a prior clearance (general or special) from that agency. For purchases by Government contractors and subcontractors from Federal, State and territorial prisons or prison industries, see § 803.345.

§ 806.609 *Purchases under contracts of Post Office Department.* (a) *Requirement.* Envelopes required by the military service (other than by the departmental service, War Department, Washington, D. C.) will be procured under the contracts entered into by the Post Office Department unless it is impracticable to do so.

(b) *Envelopes authorized for supply to the military service.* (1) The following envelopes only are authorized for supply to the military service (excluding the departmental service, War Department, Washington, D. C.) on requisitions, the item numbers corresponding to those in "Award of Contracts for Envelopes", Post Office Department:

Item No.	*Description*
17.	4⅛ by 9½ inches, Kraft, open side.
36.	5 by 11½ inches, Kraft, open side.
49.	6½ by 9½ inches, Kraft, open side.
68.	8½ by 11½ inches, Kraft, open side or open end.
93.	10 by 15 inches, Kraft, open side or open end, 5-inch flap.
111.	2½ by 4¼ inches, Kraft, open end.
122.	3¾ by 5⅞ inches, Kraft, open end.
123.	3⅞ by 7½ inches, Kraft, tag, strong eyelet at bottom, open end.
189.	3⅞ by 8⅞ inches, White, open side.
192.	4⅛ x 9½ inches, White, open side.
203.	3⅞ by 8⅞ inches, White, open side, with Opaquing Design inside.
204.	4⅛ by 9½ inches, White, open side, with Opaquing Design inside.
405.	3⅝ by 8¾ inches, Kraft, open side, window.
435.	4⅛ by 9½ inches, White, open side, window.
504.	4⅛ by 9½ inches, White, Air Mail, red and blue border.
514.	4⅛ by 9½ inches, White, Air Mail, red and blue border, lightweight with opaquing design inside.
[1]	4⅜ by 8⅛ inches, Kraft, open side, window (for War Bonds).

(2) Orders for envelopes should be placed with the contractors specified in the pamphlet "Awards of Contracts for Envelopes". Such orders may be sent to the contractor directly and need not be sent through the office of the chief of the technical service concerned.

[1] There has been no Item No. assigned to this envelope.

(c) The foregoing does not affect in any way the present methods of procuring jackets, open end, thumb notched, as required by the various technical services, the same being procured on approved requisitions as are other supplies.

§ 806.610 *Purchases from Government Printing Office.* (a) All blank envelopes, blank paper, ink, glues and other supplies manufactured or carried in stock by the Government Printing Office, and which are required for use within the District of Columbia, will be purchased from that office.

(b) All printing and blankbook work other than that referred to in paragraph (c), shall be obtained from the Government Printing Office unless a clearance is obtained from the Public Printer to have the work done elsewhere.

(c) (1) Under the regulations of the Joint Committee on Printing relative to Periodicals and Field Printing, printing, binding and blankbook work which it is impracticable to have done at the Government Printing Office and which is necessary for the exclusive use of any field service outside of the District of Columbia may be procured elsewhere than at the Government Printing Office in the District of Columbia without the necessity of obtaining a clearance from the Public Printer. Such work shall be done either:

(i) By local Army-owned reproduction facilities;

(ii) At United States Army Field Printing Plants authorized by the Joint Committee on Printing;

(iii) By commercial firms, or

(iv) By field plants, Justice Department, described under paragraph (i) of this section.

A list of authorized War Department Field printing plants is contained in the aforementioned regulations. These regulations are distributed by The Adjutant General, Field Printing Branch, Publication Division, and should be requested through the chief of the technical service (or commanding general of the service command).

(2) Said regulations further provide that: No field printing, even though authorized by the committee, shall be done at any field plant, * * * having machinery or equipment (including motors) which has been or may be purchased, exchanged, or transferred since May 1, 1920, without specific approval by the Joint Committee on Printing of such purchase, exchange, or transfer: *Provided,* That this regulation shall not be construed as applying to minor replacements of type or material or parts necessary in making repairs to machinery and equipment.

(d) The cost of the jobs produced either in Army-owned reproduction facilities or in authorized U. S. Army Field Printing Plants should be absorbed in the operating cost of such installations to be charged against the specific funds made available for their operation.

(e) The cost of work procured from commercial sources should be charged against the specific funds available therefor to the respective technical service expenditure of which has been

authorized by The Adjutant General. Obligations for field contract printing procured from commercial concerns may be incurred to the extent that publication

§ 806.611 *Purchases from other agencies of the Government.* Property may be acquired from other agencies of the

agency may be in a position to supply, or to render or to obtain by contract, which are vested in the War Department,

3. Compliance by the Procurement Division with a request for the transfer of surplus equipment or supplies will be dependent upon the availability to the requesting unit

Region I

Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont. Regional Procurement Officer, U. S. Treasury

the holding agency and establish definitely that the property is available. If the property has not yet been reported by the holding agency to the regional

authorized by The Adjutant General. Obligations for field contract printing procured from commercial concerns may be incurred, to the extent that authority has been delegated and funds made available, in accordance with the provisions of the Fiscal Code. All allotments must carry the appropriate purpose number and decimal suffix prescribed in finance circulars. AR 35–1040 prescribes the form of certificate which is required to be placed on purchase orders and vouchers involving payments for printing, binding, and blank-book work procured commercially in the field. Information relative to reports required by the Joint Committee on Printing together with forms required, will be furnished by The Adjutant General to the chiefs of technical services.

(f) The Adjutant General is charged with the responsibility of coordinating all Army field printing. Questions concerning policies and propriety of field contract printing will be referred to The Adjutant General.

(g) As specified in section II, Circular No. 8, War Department, 1939, Decision A–99850 of the Comptroller General of the United States dated December 22, 1938, is construed as subjecting to the Regulations of the Joint Committee on Printing (1) stenographer's books or other articles in book form which require printing, binding or ruling operations for their manufacture, and (2) any item which requires any printing and binding operation after the receipt of the order by the vendor to fit it for the particular needs of the Government service.

(h) The chiefs of technical services only are authorized to communicate directly with the Government Printing Office through their properly appointed representatives.

(i) Federal Prison Industries, Inc., has available facilities for performing printing work for the War Department. It is to be noted that these facilities are not listed in the letter set forth in § 806.608 (c) and so the use of the printing services is not mandatory. However, wherever practicable, it is desirable that use be made of these facilities. The facilities are available at three prisons and may be made use of by sending a purchase order directed to one of the following:

Warden of Federal Reformatory, El Reno, Oklahoma.

Superintendent of Industries, Leavenworth Penitentiary, Leavenworth, Kansas.

Business Manager of Industries, Atlanta Penitentiary, Atlanta, Ga.

Where the form of purchase order contains the standard convict labor clause, that clause should, of course, be deleted (§ 809.903 (a) (1)).

(j) Bureau of the Budget Regulation No. 4 (revised) January 18, 1944, (as reprinted in Circular 69, War Department, 10 February 1944) for the purpose of conserving critical materials, establishes standards of grade, colors, copy and size for letterheads, manifold (tissue) sheets, memorandum forms, and envelopes, and sets forth numerous suggestions to promote conservation, which will be observed by all agencies to the fullest practicable extent.

§ 806.611 *Purchases from other agencies of the Government.* Property may be acquired from other agencies of the Government either in the manner set forth in § 806.612 or in the manner set forth in paragraphs (a) to (i), inclusive, of § 806.613. Section 806.612 explains the circumstances under which the two procedures can be followed.

§ 806.612 *Purchase of property pursuant to Public Law 670.* The act of July 20, 1942 (Public Law 670–77th Congress; 31 U.S.C. 686) amended section 7 (a) of the act of May 21, 1920 (41 Stat. 613), as amended by section 601 of the act of June 30, 1932 (47 Stat. 417) to read as follows:

Any executive department or independent establishment of the Government, or any bureau or office thereof, if funds are available therefor and if it is determined by the head of such executive department, establishment, bureau, or office to be in the interest of the Government so to do, may place orders with any other such department, establishment, bureau, or office for materials, supplies, equipment, work, or services, of any kind that such requisitioned Federal agency may be in a position to supply or equipped to render, and shall pay promptly by check to such Federal agency as may be requisitioned, upon its written request, either in advance or upon the furnishing or performance thereof, all or part of the estimated or actual cost thereof as determined by such department, establishment, bureau, or office as may be requisitioned; but proper adjustments on the basis of the actual cost of the materials, supplies, or equipment furnished, or work or services performed, paid for in advance, shall be made as may be agreed upon by the departments, establishments, bureaus, or offices concerned: *Provided*, That the War Department, Navy Department, Treasury Department, Civil Aeronautics Administration, and the Maritime Commission may place orders, as provided herein, for materials, supplies, equipment, work, or services, of any kind that any requisitioned Federal agency may be in a position to supply, or to render or to obtain by contract: *Provided further*, That if such work or services can be as conveniently or more cheaply performed by private agencies such work shall be let by competitive bids to such private agencies. Bills rendered, or requests for advance payments made pursuant to any such order, shall not be subject to audit or certification in advance of payment.

The chiefs of the technical services are authorized, pursuant to the foregoing statute, to purchase property from other Federal agencies on payment of the estimated or actual cost thereof, but proper adjustments on the basis of the actual cost of the material, supplies, or equipment furnished, paid for in advance, shall be made as may be agreed upon mutually. This may not be done, however, if the property has been reported to the Procurement Division, Treasury Department as surplus by the holding agency or if the property has been declared surplus to the needs of the holding agency by the Director of the Bureau of the Budget pursuant to subparagraph (c) of Executive Order No. 9235.

(a) *Powers of War Food Administration and Reconstruction Finance Corporation under Public Law 670.* The functions, powers, and duties, with respect to placing orders for materials, supplies, equipment, work, or services of any kind that any requisitioned Federal agency may be in a position to supply, or to render or to obtain by contract, which are vested in the War Department, Navy Department, Treasury Department, Civil Aeronautics Administration and the Maritime Commission under Public Law 670 (above) may also be exercised (1) by the War Food Administration, and by any constituent agency or corporation thereof, designated by the War Food Administrator (Executive Order 9418; 9 F.R. 1073, 1 Feb. 1944) and (2) by the Reconstruction Finance Corporation, and by any constituent, subsidiary or controlled agency or corporation thereof designated by the Reconstruction Finance Corporation. (Executive Order 9440; 9 F.R. 4999, 12 May 1944.)

§ 806.613 *Purchases of property of other agencies through the Procurement Division, Treasury Department*—(a) *Executive Order No. 9235.* Under date of August 31, 1942 there was issued Executive Order No. 9235 providing for the effective utilization of supplies and equipment by government agencies (See 7 F.R. 6987). This order provides in part as follows:

The Director of the Bureau of the Budget, acting through such assistants as he may designate, shall:

(a) Survey supplies and equipment in possession of Government agencies and the utilization thereof. For this purpose he may require the Government agencies to submit reports and estimates in such form and at such times as he may find necessary: *Provided*, That in making such surveys he shall utilize, subject to the approval of the Secretary of the Treasury, the services and facilities of the Procurement Division of the Treasury Department;

* * * * *

(c) Require, when, in his opinion, such action is necessary or expedient, the transfer from one Government agency to another, for permanent or temporary use, of such supplies and equipment as he may determine to be surplus to the needs of one agency and essential to the needs of another agency;

* * * * *

(e) Issue such regulations and directives as may be necessary to effectuate this order.

(b) *Regulation No. 1 of the Director of the Bureau of the Budget.* Under date of November 16, 1942, the Director issued Regulation No. 1 under Executive Order No. 9235. It reads in part as follows:

(c) * * * all equipment or supplies determined to be surplus by the head of an agency * * * having control thereof or by the Director of the Bureau of the Budget shall be declared surplus by submission of Procurement Division Form No. 812, "Declaration of Property" to the Procurement Division, Treasury Department, which will thereupon assume temporary custody thereof. Procedures covering appraisal, rehabilitation, storage, request for transfer, transfer and payment for equipment or supplies transferred under this paragraph will be issued in the form of instructions by the Procurement Division.

2. The Director of the Bureau of the Budget may cause excess equipment and supplies to be declared surplus to the activity having custody thereof without regard to the method by which custody was obtained. Surplus equipment or supplies found in any administrative unit and held by that unit on loan from some other unit will be considered as surplus to the needs of both the unit in possession and the unit accountable therefor.

3. Compliance by the Procurement Division with a request for the transfer of surplus equipment or supplies will be dependent upon the availability to the requesting unit of an appropriation or allocation for the procurement of the equipment or supplies desired, and such other criteria as may be deemed necessary by the Director of the Bureau of the Budget.

(c) *Regulation No. 2 of the Director of the Bureau of the Budget.* Under date of November 16, 1942, the Director issued Regulation No. 2 under Executive Order No. 9235. It reads in part as follows:

1. All equipment and supplies recovered by the Procurement Division, Treasury Department, as surplus to the requirements of any activity shall be transferred to agencies * * * requesting same, in accordance with instructions issued by the Procurement Division, at market or appraisal value at the time of transfer and, except, as provided in paragraph 3 hereof, payment therefor shall be covered into the Treasury as Miscellaneous Receipts.

2. Where the value of equipment and supplies transferred is less than the amount set forth in the justification of the applicable budget schedule, savings shall be set up as a reserve and reported on line 15 (c) of Budget-Treasury Form 2 and described as "savings through purchase of surplus equipment and supplies."

* * * * *

4. The Procurement Division will publish once each month, or more frequently if stock on hand or volume of requests justify, a schedule of items on hand in surplus stores. These schedules will be circulated to all agencies within distribution areas to be served by the surplus stores. No agency shall enter the commercial market for the purpose of procuring any items of equipment or supply contained in the then current surplus schedule without advance clearance from the Procurement Division: *Provided*, That when immediate delivery is required by the public exigency, the articles required may be procured by open market purchase or contract, in accordance with existing law, at the places and in the manner in which such articles are usually bought and sold between individuals.

5. Requests for items listed in such surplus equipment and supply schedules will, as a general rule, be honored as received. However, in cases where, before shipment is made, more than one agency requests identical items, priority shall be determined in accordance with criteria as provided for in Regulation 1, Paragraph 3.

6 Equipment and supplies recovered by the Procurement Division, which are of such a character or in such condition as to be unusable or to preclude rehabilitation, shall be disposed of under regulations prescribed by the Procurement Division.

(d) *Procedure for acquiring property which is surplus to the needs of another agency.* The procedure for the transfer of surplus property has been set forth in Circular Letter No. 675 (November 18, 1942) of the Procurement Division, Treasury Department, as amended by Circular Letter No. 675, Supplement No. 1, issued under date of January 15, 1943.

(e) *Regional property offices of Procurement Division.* Pursuant to Circular Letter No. 675, Supplement No. 1, the operations of the Procurement Division, Treasury Department, which had previously been centralized in Washington, D. C. were decentralized. The following regional offices were established:

Region I

Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont. Regional Procurement Officer, U. S. Treasury Department, Park Square Building, Boston, Massachusetts.

Region II

Pennsylvania, New Jersey, New York. Regional Procurement Officer, U. S. Treasury Department, 76 Ninth Avenue, New York, New York.

Region III

District of Columbia, Delaware, Maryland, North Carolina, Virginia. Regional Procurement Officer, U. S. Treasury Department, 7th & D Streets, S. W., Washington, D. C.

Region IV

Indiana, Kentucky, Ohio, West Virginia. Regional Procurement Officer, U. S. Treasury Department, 235 West 12th Street, Cincinnati, Ohio.

Region V

Illinois, Michigan, Minnesota, No. Dakota, So. Dakota, Wisconsin. Regional Procurement Officer, U. S. Treasury Department, 222 West North Bank Drive, Chicago, Illinois.

Region VI

Alabama, Florida, Georgia, Mississippi, So. Carolina, Tennessee. Regional Procurement Officer, U. S. Treasury Department, 10 Forsyth Street Building, Atlanta, Georgia.

Region VII

Arkansas, Louisiana, Oklahoma, Texas. Regional Procurement Officer, U. S. Treasury Department, 609 Neil P. Anderson Building, Fort Worth, Texas.

Region VIII

Iowa, Kansas, Missouri, Nebraska. Regional Procurement Officer, U. S. Treasury Department, 6th Fl., Porter Building, Kansas City, Missouri.

Region IX

Colorado, New Mexico, Utah, Wyoming. Regional Procurement Officer, U. S. Treasury Department, 1630 Wazee Street, Denver, Colorado.

Region X

Arizona, California, Nevada. Regional Procurement Officer, U. S. Treasury Department, 335 Fell Street, San Francisco, California.

Region XI

Idaho, Oregon, Montana, Washington. Regional Procurement Officer, U. S. Treasury Department, Alaska Building, Seattle, Washington.

(f) *Catalog of available property.* Once each month, and more frequently if necessary, the Procurement Division through its regional offices, will issue catalogs showing the location, description, and transfer price of property reported to it as surplus within specified areas. It is the responsibility of the chief of each technical service to see that all stations under his command, which would be interested in obtaining equipment surplus to the needs of other agencies, is supplied with the current catalog relating to the region where the station is located. Such catalogs will, if requested, be mailed directly to any station making a request of the appropriate regional office of the Procurement Division, Treasury Department.

(g) *Surplus property not as yet reported.* When information is obtained as to the existence of property surplus to the needs of another Government agency, a technical service should, if it desires such property, communicate with the holding agency and establish definitely that the property is available. If the property has not yet been reported by the holding agency to the regional office of the Procurement Division, Treasury Department, in the region where the property is located, and has not been declared surplus to the needs of the holding agency by the Director of the Bureau of the Budget pursuant to subparagraph (c) of Executive Order No. 9235 (see paragraph (a)), the property may be purchased directly from the holding agency pursuant to Public Law No. 670—77th Congress (see § 806.612)). If, however, the holding agency desires to effect the transfer through the Procurement Division, Treasury Department, it should be requested to declare the property as surplus on the forms prescribed by the Procurement Division, Treasury Department. The declaration should be forwarded to the appropriate regional office with a statement that the property is wanted by the station concerned. The property should then be requested by the technical service in accordance with paragraph (h).

(h) *Direct communication with Procurement Division authorized.* The chiefs of the technical services are authorized to communicate directly with the Procurement Division, Treasury Department, with reference to any property which has been reported to that Division by other agencies of the Government; and are authorized to make requests for any such property directly to the appropriate regional office of the Procurement Division, Treasury Department. The request will be made on Purchase Authority Form (issued by the Procurement Division, Treasury Department) or on such other document or form as is customarily used for ordinary purchases. Whatever form is used should carry the capitalized heading "Request for transfer of property." The request should contain the following information:

(1) Complete and specific reference as to date of Catalog of Available Property in which property appeared. If property has not yet been listed in a catalog there should be substituted the present location of the property, the transferring agency's declaration number, and a complete description of the property.

(2) Shipping instructions or information that the property will be picked up.

(3) The symbol and title of the appropriation, appropriations, or fund from which the costs of acquisition and any transportation charges incident to delivery to the technical service will be paid.

The chiefs of the technical services will decentralize to their field agencies the authority to communicate with the regional offices of the Procurement Division, Treasury Department, to the greatest extent consistent with efficiency and the proper safeguarding of the public interest.

(i) *Redistribution and Salvage Branch.* Although direct communication by the technical services with the Procurement Division, Treasury Department is au-

thorized, the Redistribution and Salvage Branch, Production Division, Headquarters, Army Service Forces, is available for consultation when the technical services desire assistance in their negotiations with the Procurement Division, Treasury Department. That Branch should be promptly advised whenever it comes to the attention of a technical service that property desired by such service has been requested by an agency of the Government other than the War Department.

(j) *Disposition of surplus property to other Government agencies.* It is to be noted that the foregoing paragraphs relate only to the acquistion of property from another Government agency and not to the disposition of surplus property to another Government agency. As to the latter, see § 807.714 (b) et seq.

§ 806.614 *Form of order to be used in making interdepartmental and interbranch purchases.* (a) There is contained in § 813.1317e, a suggested form of delivery order. This form has been prepared for use in placing orders:

(1) Against already existing contracts executed by another department of the government (see §§ 806.606, 806.606a, 806.607 and 806.609);

(2) Against indefinite quantity contracts executed by other technical services (see § 806.605a and following); and

(3) With other agencies of the government which render particular services or supply certain supplies (see §§ 806.608, 806.608a, 806.610 and 806.611).

(b) The suggested form contained in § 813.1317e is particularly designed for placing orders of the types described in subparagraphs (1) and (2) above. If it is used for placing orders of the types described in subparagraph (3), there will of course be no basic purchase agreement; and so it will be necessary to modify the form appropriately.

(c) It is to be noted that the suggested form of delivery order set forth in § 815.1317e does not contain any "General Provisions" such as those contained in § 813.1317b. Such provisions are unnecessary in connection with interbranch and interdepartmental purchases.

Orders placed under General Schedule of Supplies contracts are frequently referred to as "Purchase Orders." Inasmuch as a binding contract already exists between the Government and the TPS contractor, it is evident that the order serves a different function than that served by an ordinary purchase order. Accordingly, the term "delivery order" has been used throughout these Procurement Regulations as being a term more descriptive of orders placed under already existing contracts.

[Procurement Reg. 7]

PART 807—DISPOSITION OF PROPERTY

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SUBPART A—GENERAL

§ 807.100 *Rescissions of instruction.* The regulations in this part and the regulations, manuals and other instructions to which it makes reference, include all outstanding instructions of the War Department on the subject of the disposition of personal property, title to which is in the Government, or to which the Government has the contractual right to acquire title. All other instructions are hereby rescinded. Instructions of the technical services are not affected hereby, but will be promptly conformed to this part.

§ 807.101 *Subjects not covered.* This part does not rescind or otherwise affect TM 38–220 or other publications concerning Stock Control for military property. It does not relate to the disposition of real property, which is governed by War Department Circular No. 8, 1944, and section II ASF Circular No. 28, 1944. It does not relate to the repair or reclamation of personal property, which is governed by War Department Circular No. 7, 1944. It does not relate to the disposition of the proceeds of sales of property, as to which see AR 35–780 and AR 35–6660. It does not relate to the redistribution or disposition of any property located outside of the continental limits of the United States. The policies and procedures governing the disposition of property which has been turned over to a salvage officer or salvage organization, are covered by AR 700–25 and TM 38–505.

§ 807.102 *Definitions.* The following terms, when used in this regulation, have the meanings indicated:

"Military property" consists of all supplies and equipment held for issue or issued, to or for troops, military posts within the United States, and theaters of operation; and includes tactical supplies and equipment, subsistence items and property required by tables of allowances, tables of basic allowances, and tables of equipment.

"Non-military property" is all property other than military property.

"Serviceable property" is property other than scrap or waste which is suitable for use in its existing condition.

"Non-repairable property" is unserviceable property which cannot in the best interests of the Government be mended or restored to serviceability, and scrap and waste; and includes, but is not limited to, any obsolete non-military items, and industrial materials, industrial equipment, components, and assemblies (whether partially or completely fabricated, processed or assembled and whether new, used or deteriorated), which have no reasonable use except as scrap.

"Excess property" in the case of military property, is any property in excess of the maximum stock level authorized for a particular organization, supply point or technical service; and, in the case of non-military property, is any property in excess of the immediate and definitely foreseeable needs of a particular industrial installation or other function, activity, project or industrial operation in connection with which the property was acquired.

"Surplus property" is property declared by competent authority to be, or deemed to be, in accordance with the provisions of this Regulation, in excess of the immediate or definitely foreseeable needs of the entire War Department.

"Termination inventory" means all personal property (including a proper part of any common materials) properly allocable to a terminated war contract or subcontract of any tier, property excess to the requirements of a cost-plus-a-fixed-fee contractor, and any property in the possession of a fixed-price contractor or subcontractor which the War Department is obligated to take over as the result of a design modification or change order, except any machinery or equipment subject to a separate contract or contract article specifically governing the use or disposition thereof. "Termination inventory" includes contractor-owned property in the hands of a fixed-price contractor or subcontractor, Government owned property in the hands of a cost-plus-a-fixed-fee contractor or subcontractor and Government owned property furnished to any contractor.

"Negotiation" means any method of reaching an agreement on the terms of sale, except the formal sealed bid procedure contemplated by section 3709, R. S. with respect to purchases. (There is no statutory requirement for the formal sealed bid procedure in the case of sales of government property. See Opinions of The Judge Advocate General, dated March 19, 1941, SPJGC 1941, and March 30, 1943, SPJGC 1943, 3449).

§ 807.103 *Statement of War Department policy.* The demands of the war production program require that the material resources of the nation be used with the utmost efficiency. This can only be accomplished if the accumulation of excess property is avoided and if idle property is put to productive use at the earliest possible moment. Accordingly, it is the policy of the War Department to prevent the acquisition or retention of excess property by the War Department. It is likewise the policy of the War Department to effect the prompt return of temporarily idle non-military property to productive use. In furtherance of the policy of effecting prompt clearance of the plants of contractors whose contracts have been terminated (see § 815.851) every effort will be made to effect prompt disposition of termination inventories. In this connection, attention is called to the letter of the Under Secretary of War set forth in § 815.350(b) and to the statement of the Surplus War Property Administrator set forth in § 807.205. The guiding policy of the War Department is to employ all the material resources at its command in the manner which will most effectively facilitate the prosecution of the war. To this end property will be freely redistributed under the authority granted in Subpart C of this part. In any event, excess property will be redistributed as promptly as possible. Accordingly, the chiefs of technical services will comply with existing provisions for the review of military property. All affected thereby will strictly observe the requirements of section II, Army Service Forces Circular No. 67, 1944. In addition, chiefs of technical services will maintain constant and active review of all non-military property on hand or in the process of manufacture, to determine the essentiality of such property for the prosecution of approved functions, activities, projects or industrial operations.

§ 807.104 *Designation of redistribution and salvage officer.* The chief of each technical service will designate a redistribution and salvage officer in his office who will have responsibility for coordinating the activities of the technical service as to salvage activities; as to the determination of what items of non-military property are excess within the technical service; as to the determination of what items of military property should be processed for declaration by competent authority as surplus; and as to the acquisition and use by the technical service of military and non-military items available from other technical services. The Director, Readjustment Division, Headquarters, Army Service Forces, will be promptly notified of the appointment, or change in the appointment of such officer.

§ 807.105 *Establishment of disposal boards.* (a) The chiefs of the technical services will establish in their field installations, disposal boards for reviewing and taking appropriate action with respect to proposed transactions required to be reviewed by this Regulation.

(b) Disposal boards will consist of not less than three members. The members thereof may perform other functions, provided the prompt review of property disposal matters is not hindered and the personnel are qualified by training and experience to afford adequate review with respect to such matters.

(c) Records of the proceedings of disposal boards will be maintained by the offices or installations in which they are established. Cases submitted for review will be accompanied by information pertinent to the transaction, particularly as to the following: number of offers or bids solicited and reviewed, and the amounts thereof; condition of the property; status of the buyer with respect to the use to be made of the property, and any other information necessary to show that the market has been adequately tested and that the sale should be made at the price and in the quantities stated.

§ 807.106 *Disposal board at chief of service level.* Disposal boards may be established in the offices of the chiefs of technical services to review and take appropriate action with respect to property transactions as to which review at that level is authorized by this part (see §§ 807.208 (b) and 807.409).

§ 807.107 *Extraordinary cases.* Proposed sales or scrapping determinations involving unusual problems or difficulties may be presented for the consideration and advice of the Director, Readjustment Division, Headquarters, Army Service Forces.

§ 807.108 *Reports—(a) Monthly report of redistribution and disposal of excess and surplus serviceable property.* (1) Commanding generals of each numbered service command and the Military District of Washington will submit to the Director, Readjustment Division, Headquarters, Army Service Forces, a consolidated monthly report on redistribution and disposal of excess and surplus serviceable property.

(2) Each procurement office reporting to the chief of a technical service will submit to the chief of the technical service a monthly report of redistribution and disposal of excess and surplus serviceable property. Chiefs of technical services will issue instructions as to the omission of certain sections of the form not applicable to their procurement offices.

(3) The chief of each technical service will submit to the Director, Readjustment Division, Headquarters, Army Service Forces, a consolidated monthly report on redistribution and disposal of excess and surplus serviceable property, together with reports for each procurement office reporting to him.

(b) *Report form.* Reports will be submitted on W.D., A.G.O. Form No. 256. For the first report, local reproduction in the field is authorized. Information will be submitted in substantially the form indicated by W.D., A.G.O. Form No. 256 (see § 807.910). A limited quantity of the form is now available at the Pentagon Adjutant General Depot for use of chiefs of technical services in consolidating reports. For subsequent reports, supplies of this form will be available at all adjutant general depots. Control Approval Symbol RCS–5 has been assigned to this report. This form will be used by all echelons required to submit the report.

(c) *Date for submitting report.* Report will submitted monthly and will be filed with the Director, Readjustment Division, Headquarters, Army Service Forces, on or before the 12th day of the month following that for which the report is made. The first report will be filed on or before 12 July 1944 covering the month of June 1944.

contracts for the sale of property made under the authority of Subpart C of this part, all contracts for an amount in excess of $1,000 and all contracts for an amount in excess of $500 which are not to be performed within sixty days shall be evidenced by a written contract prepared in substantially the form set forth in § 813.1326, or in such other form as

vitations for the purpose of advising their clients. In any event, copies of written invitations to bid and information as to awards will be kept available at the point of sale for inspection by representatives of periodicals or other interested parties during normal business hours for any proper purpose.

§ 807.116 *Sales to War Department*

accordance with the provisions of §§ 807.206, 807.207, and 807.208.

§ 807.203 *Redistribution assistance at chief of service level.* Although chiefs of technical services will assist the local agencies under their jurisdiction in the redistribution of termination inventories, it is intended that the local agencies be given the greatest possible freedom of

chased parts and supplies (Schedule C–1, § 815.939 (a)) submitted by the contractor, or (2) a transcript of all items (i. e., any quantity of like products, materials, etc.—usually indicated by a single entry in the termination inventory list) for which the cost or estimated cost is $1,000 or more. In either case, the listing transmitted to the War Production Board should contain the following infor-

Such termination inventories are becoming available for sale in considerable quantities at the present time. The opportunity to dispose of much of this property is certainly more favorable now than it will be later, and the public interest will be served if it can be sold now and directly from the plant of the contractor where it is located.

I understand that these termination inventories are not now being sold as rapidly

(c) *Date for submitting report.* Report will submitted monthly and will be filed with the Director, Readjustment Division, Headquarters, Army Service Forces, on or before the 12th day of the month following that for which the report is made. The first report will be filed on or before 12 July 1944 covering the month of June 1944.

(d) *Preparation of the report.* Record costs may be used without inclusion of amounts for storage, transportation, handling, or other overhead costs. In the absence of record costs, estimates may be made on the basis of known costs of similar items or other available information. All dollar amounts should be reported to the nearest full dollar with cents omitted. Specific instructions as to preparation of the report together with a sample of the report form are included in § 807.910.

§ 807.109 *Direct correspondence authorized.* Direct correspondence is authorized among all levels of the technical services and representatives of other government agencies in respect of redistribution of available property under this part.

§ 807.110 *Methods of sale.* All sales of property under this Regulation, including sales made by cost-plus-a-fixed-fee contractors pursuant to § 807.306, will be made by negotiation in a manner to assure such competition (by taking written bids, making oral inquiry, or otherwise) as is practicable in the circumstances, and consistent with economy, efficiency and the expeditious completion of the proposed sale. The negotiating officer will make every effort to effect the sale in such manner and for such further uses as will most effectively facilitate the prosecution of the war. Sales at ceiling or established market prices and sales under § 807.301, need not be delayed for the purpose of soliciting competitive bids.

§ 807.111 *Compliance with OPA and WPB regulations.* All sales or other transfers (except transfers within the Government) of property made under the authority of this Regulation or otherwise shall conform to applicable orders and regulations of the War Production Board and the Office of Price Administration. Officers responsible for disposal of War Department property may rely upon a representation by the buyer to the effect that the purchase is being made in compliance with all War Production Board regulations affecting the buyer, unless they have knowledge or reason to believe that such representation is false. Such a representation should be incorporated in each written contract of sale. War Department representatives are not responsible, however, for compliance with such regulations in the case of sales by a contractor.

§ 807.112 *Federal excise taxes on property sold.* Where property which is subject to Federal excise tax is sold, provisions governing the collection of such taxes found in Subpart F of Part 608 will be observed.

§ 807.113 *Contract formalities including numbering and distribution.* (a) All contracts for the sale of property made under the authority of Subpart C of this part, all contracts for an amount in excess of $1,000 and all contracts for an amount in excess of $500 which are not to be performed within sixty days shall be evidenced by a written contract prepared in substantially the form set forth in § 813.1326, or in such other form as may be approved by the Director, Readjustment Division, Headquarters, Army Service Forces, or, in the case of sales by salvage officers, in the form authorized or required by applicable regulations. All other sales shall be evidenced on accounting forms now or hereafter prescribed by the chiefs of technical services concerned, subject to the approval of the Fiscal Director, Headquarters, Army Service Forces.

(b) The provisions of §§ 803.309 and 803.318b (e) and relating to the numbering of contracts are applicable to contracts for the sale of property except that in connection with such contracts a separate series of numbers will be used in which the letter "s" will be added immediately after the letters representing the technical service concerned.

(c) Contracts for the sale of property will be distributed in the same manner as other contracts (see Subpart D of Part 803) except that (1) when a sale of War Department property is made under a contract or agreement the officer or agent of the War Department by whom funds are received as a result thereof will, in turning the funds over to a disbursing officer, accompany such remittance with a copy of the contract or agreement covering the terms of the sale; and (2) the original signed number of each unnumbered contract of sale will be forwarded to the General Accounting Office instead of being sent to the disbursing officer, as in the case of unnumbered contracts of purchase.

(d) A copy of each contract of sale of military property, the original cost of which exceeded $2,000 will be distributed to the Chairmen of the Military Affairs Committees of the House and Senate within twenty-four hours after a contract has been made.

§ 807.114 *Coordination with Property Officer.* All transfers or sales of property under authority herein contained must be coordinated with the Property Officer involved for compliance with applicable property accountability regulations.

§ 807.115 *Information as to sales of War Department property.* It is the policy of the War Department to have the facts on all public sales of War Department property kept available at the point of sale for public inspection during normal business hours for any proper purpose. The facts on sales to war contractors will likewise be kept available for inspection by the interested parties; but it is not intended that there should be general publicity as to such sales.

(a) *Furnishing information to periodicals.* When sales are made on written invitations to bid, copies of invitations and information as to awards may be transmitted to periodicals for publicity purposes, or to persons who request invitations for the purpose of advising their clients. In any event, copies of written invitations to bid and information as to awards will be kept available at the point of sale for inspection by representatives of periodicals or other interested parties during normal business hours for any proper purpose.

§ 807.116 *Sales to War Department personnel.* Except as authorized by Subpart C of this part, or by AR 30–2290, AR 700–25, TM–38–505, or other War Department publication, no sales of Government-owned property will be made to any official or employee of the War Department nor any officer, enlisted man, or civilian employee of the Army.

SUBPART B—DISPOSITION OF TERMINATION INVENTORIES

§ 807.200 *Scope of subpart.* This subpart provides authority and procedures for the disposition of termination inventories.

§ 807.201 *Circularization not required.* The policy of the War Department is stated in § 807.103. The objectives of that policy can best be obtained by vigorous action of the contracting officer and his local aids in redistribution of termination inventories, prior to reporting such property to a Disposal Agency as surplus, with the fullest cooperation of the district organization and any industry organization involved (such as the Ordnance Industry Integrating Committees), and the assistance of the Redistribution Offices of the War Production Board. The greatest freedom of action is therefore accorded these local agencies of the War Department and circularization of termination inventories is not required.

§ 807.202 *Disposition by contracting agency.* The following methods of disposition will be employed to effect the redistribution of termination inventories prior to reporting the property as surplus in accordance with § 807.209.

(a) Any property which is used or damaged beyond economical repair or is of such a nature that it has no reasonable use except as scrap will be classified as nonrepairable and disposed of in accordance with the provisions of Subpart D of this part. The Under Secretary of War has pointed out that "in many instances work in process must and should be sold as scrap for scrap prices." (See § 815.350 (b)).

(b) Any serviceable Government-owned property may be used to meet authorized requirements for military supply or industrial purposes and any contractor-owned property may be acquired for such purposes in accordance with the provisions of the contract.

(c) The contractor may be permitted to retain any property at a price agreed upon in accordance with the provisions of §§ 807.206, 807.207, and 807.208.

(d) Any Government-owned property may be transferred to the Navy Department, the Civil Aeronautics Administration, or other governmental agency in accordance with the provisions of Subpart C of this part.

(e) The sale of any property to any purchaser may be made or approved in accordance with the provisions of §§ 807.206, 807.207, and 807.208.

§ 807.203 *Redistribution assistance at chief of service level.* Although chiefs of technical services will assist the local agencies under their jurisdiction in the redistribution of termination inventories, it is intended that the local agencies be given the greatest possible freedom of disposition in accordance with § 807.202. Accordingly, local agencies responsible for property disposition will refer significant items included in termination inventories to the chiefs of their respective technical services promptly upon receipt of property lists from the contractor. Such reference will not, however, be permitted to delay local disposition, nor will it limit local disposition authority, except as may be specifically directed by the chief of the technical service concerned. Chiefs of technical services will give prompt consideration to the utilization of such items for military supply or industrial purposes within their own service, and may informally bring selected items to the attention of other technical services which might be expected to have an interest therein.

§ 807.204 *Redistribution assistance by War Production Board.* In order that the availability of industrial property may be broadly published to manufacturers and other prospective users, significant items included in termination inventories submitted to War Department representatives (other than items for which special disposition arrangements have been made) will be listed with the Regional Offices of the War Production Board. The War Production Board will maintain in its Regional Offices an inventory file of items so reported and will advertise items of general use in the "Redistributor", a weekly bulletin published by its Regional Offices, which is distributed to a large list of manufacturers and dealers. The War Production Board will refer inquiries of prospective purchasers to the contractor or to a War Department representative, as requested. Listing of termination inventories with War Production Board imposes no additional restrictions upon the movement of the property that are not applicable to property not so listed and the reference of prospective buyers by War Production Board imposes no obligations to sell the property to such persons or to accord them any favored treatment whatever.

(a) *Procedure for listing.* The local authority responsible for disposition of termination inventory will transmit, or cause the contractor to transmit, to the Regional Office of the War Production Board for the region in which the property is located (see § 807.903 for the addresses of these offices and the territories within their jurisdiction) a listing of the significant items of raw materials, purchased parts and supplies included in termination inventory lists (Schedule C–1) as soon as practicable after the submission of such lists by the contractor. The listing so transmitted may be either in the form of (1) a copy of the complete list of raw materials, purchased parts and supplies (Schedule C–1, § 815.939 (a)) submitted by the contractor, or (2) a transcript of all items (i. e., any quantity of like products, materials, etc.—usually indicated by a single entry in the termination inventory list) for which the cost or estimated cost is $1,000 or more. In either case, the listing transmitted to the War Production Board should contain the following information:

General information:
- Name of contractor.
- Location of property.
- Name and address of person with whom negotiations for purchase can be conducted.

Specific information for each item:
- Adequate description in commercial terms.
- Quantity available.
- Cost per unit (as indicated by contractor).
- Condition, if other than new and excellent.

This information will generally be contained in the termination lists submitted by the contractor. Each listing transmitted to the War Department Board should be dated and assigned an identifying number by the transmitting contractor or establishment.

Although not required, significant items of jigs, tools, dies and fixtures (Schedule C–3, § 815.939 (c)) that have general use, may be listed with War Production Board under the procedure stated above. Items of work-in-process (Schedule C–2, § 815.939 (b)) will not be so listed.

(b) *Advice of disposal.* For each item that it regards as significant, War Production Board will prepare an inventory slip (WPB Form 2206) and return a copy to the contractor or War Department representative who transmitted the listing. When items for which an inventory slip has been returned by the War Production Board are disposed of or otherwise withdrawn from availability, the inventory slip will be promptly sent to the Regional Office of the War Production Board with appropriate notation in accordance with the instructions printed thereon. If a part only of the item has been disposed of, that fact will be noted on the inventory slip and the War Production Board will return a new inventory slip for the remainder. When the items remaining undisposed of are reported to a Disposal Agency as surplus (see § 807.702) the remaining inventory slips will be returned to the Regional Office of the War Production Board under cover of a memorandum stating the name and address of the Regional Office of the Disposal Agency to which reported, and the date and serial number of the report.

§ 807.205 *Pricing policies.* The following statement of general policy applicable to the sale of termination inventories has been issued by the Surplus War Property Administrator:

> There is one matter of great urgency • • • with respect to which an immediate declaration of policy is believed to be required. This concerns the disposal by or under the authority of a contracting agency of the government, of property becoming available as the result of the termination of a war contract by that agency.

Such termination inventories are becoming available for sale in considerable quantities at the present time. The opportunity to dispose of much of this property is certainly more favorable now than it will be later, and the public interest will be served if it can be sold now and directly from the plant of the contractor where it is located.

I understand that these termination inventories are not now being sold as rapidly or in as large quantities as is desirable, and that this stems in large part from a feeling on the part of contracting and termination officers in the field that they lack a definable policy for making such sales and that they may be criticized for the exercise of boldness and initiative in turning over the property, which results in unwillingness to authorize sales except at prices so high as to be often unobtainable.

Being satisfied that the Government and the public should give the fullest measure of support and encouragement to the disposal of termination inventories at this time, so that they will not both occupy valuable storage space and complicate the future surplus problem at a time when the supply will be greater and the demand smaller, I have issued a statement of policy which I enclose. It is designed to give the strongest impetus to prompt sales of termination inventories to or by contractors consistent with intelligent protection of the public interest. It presupposes a reasonable effort to ascertain and obtain going market values, but makes it clear that where the circumstances preclude this, as they very often will, contracting officers are not subject to criticism for selling, subject to the reasonable requirements set forth in the policy statement, at the best prices reasonably obtainable, even though this may sometimes require going far below cost or nominal market.

The regulations pertaining to sales of termination inventories other than scrap prescribed by the Surplus War Property Administrator are set forth in § 807.206. The pricing and review regulations set forth in §§ 807.206, 807.207 and 807.208 apply to the approval of retention of property by the contractor, as well as to sales.

§ 807.206 *Specific price regulations—*(a) *Sale of termination inventories where total amount of termination claim is less than $10,000.* Sales of any property included in termination inventories, in any case where the entire amount involved in the termination claim before disposal credits is less than $10,000, will be made or approved at the best price obtainable in the judgment of the officer approving the sale, or, in the case of subcontracts as to which the power of approving the termination settlement has been delegated to a contractor of a higher tier, in the judgment of such contractor.

(b) *Sales of nominal quantities.* Sales of any items or groups of items may be made or approved at the best price obtainable when the estimated cost of all substantially similar items available for sale at any one location at any one time does not exceed $1,000.

(c) *Other sales of termination inventories—*(1) *Crude or simple raw materials.* Sales of crude or simple raw materials (such as raw cotton, pig iron, electrolytic copper or sulphur) which are freely traded in, and for which there is a recognizable market price, will not be made or approved at less than the going market price, as nearly as it can be de-

termined by reasonable effort within a reasonable time, taking in account packing, handling, and transportation costs. A list of such materials is being prepared by the Surplus War Property Administration and will be published in this part when available.

(2) *Other property.* Sales of property other than crude or simple raw materials, may be made or approved to any buyer at the best price obtainable in excess of 75 per cent of (i) cost, estimated if not known or (ii) the price which the buyer would have to pay for an equivalent quantity from a normal source of supply, whichever is lower.

(3) Sales of property, other than crude or simple raw materials, which cannot be disposed of within a reasonable time on the terms stated in subparagraph (2) above, may be made or approved at the best price obtainable to any buyer who will use or consume the property in the United States for manufacturing, construction, maintenance or repair purposes, and who will agree that if he does not use or consume it, he will not resell it at a profit. Written contracts of sale made under the authority of this subparagraph will contain such an agreement.

§ 807.207 *General pricing regulations.* To the extent authorized by the foregoing regulations of the Surplus War Property Administrator, termination inventories will be disposed of at fair and reasonable prices within the ceiling prices established by the Office of Price Administration and consistent with the expeditious disposal of property. In determining whether a price is fair and reasonable, the officer making or approving the sale should consider all pertinent factors, including such of the following as he deems relevant in the particular case:

(1) Physical condition of the property.
(2) Obsolescence.
(3) Freight necessary to be absorbed by purchaser to permit resale or use of the property, over amount which would be paid in normal commercial purchase.
(4) Value of the property for a converted use.
(5) Distributing commissions, handling charges, or profit allowances necessary to effect disposition through dealers or distributors.
(6) In case of sales to original suppliers, allowances to cover profit and cost of handling and resale.
(7) Cost of storage and amount of depreciation or deterioration if property is not sold.
(8) Market prices and price trends.
(9) Volume of similar property offered at the time.
(10) Effect of purchases from the Government upon prices which buyer must pay to other suppliers for the balance of his requirements.
(11) Value of post-sale services or guarantees offered by commercial suppliers and not obtainable from the Government.
(12) Inventory hazards and carrying charges of the purchaser.

In determining whether to make or approve a sale, consideration will be given to the present value, resale value, and probable demand for the property in all the circumstances, rather than to cost. Officers making or approving sales must be realistic about values and should recognize that disposal prices will, in many instances, bear little if any relationship to cost to the Government.

Officers making and approving sales and Disposal Boards will be supported by higher authority in the exercise of their honest judgment.

§ 807.208 *Review and approval of sales.* Sales made or approved under this section will be subject to prior review and approval by a disposal board established in accordance with § 807.105, in all cases where:

(1) The cost (estimated if not known) of the property to be disposed of in the sale exceeds $100,000 and it is proposed to sell such property below such cost or estimated cost, less freight and handling charges.

(2) The cost (estimated if not known) of the property to be disposed of in the sale exceeds $10,000 and it is proposed to sell at more than 25% below such cost, or estimated cost, less freight and handling charges.

For the purposes of determining whether or not a sale shall be submitted for the review and approval of a disposal board, sales of a single item and simultaneously negotiated sales of different items to a single buyer or of the same item to several buyers shall be considered as a single sale.

(a) *Sales and transfers which need not be reviewed.* The review and approval required by § 807.208 applies only to sales of serviceable property. The following transfers and sales may be made or approved without review:

(1) Sales made at specific prices established by, or with the approval of, the Surplus War Property Administrator;

(2) Sales to a cost-plus-a-fixed-fee contractor for the account of the Government;

(3) Sales of termination inventories to a Government agency;

(4) Transfers between War Department components or to the Navy Department, the Civil Aeronautics Administration or other Government agency, whether or not the transfer of funds is required.

(5) Transfers of surplus property to a Disposal Agency for purposes of disposal;

(6) Sales of nonrepairable property or salvage under applicable War Department Regulations.

(b) *Review at chief of service level.* Chiefs of technical services may require or permit review by Diposal Boards established in their offices pursuant to § 807.106 where the cost (estimated, if not known) of the property to be disposed of exceeds $500,000 and it is proposed to sell at more than 25% below such cost.

(c) *Disposition of surplus.* Any termination inventory transferred to the Government or for which the Government assumes storage responsibility pursuant to Subpart F–1 of Part 15, which has not been disposed of under § 807.202 at the time of such transfer or assumption of storage responsibility will be deemed surplus, and, with the exception of stockpile materials, will be promptly disposed of in accordance with Subpart G of this part.

§ 807.210 *Action to be taken on stockpile materials.*—(a) *Report of stockpile materials.* When any of the materials listed in § 807.909 (herein referred to as "stockpile materials") are included in termination inventories in quantities equal to or in excess of the "minimum quantities" therein indicated and are not disposed of prior to transfer to the Government or assumption of storage responsibility by the Government, they will be reported to the chief of technical service having jurisdiction over the property, and held for disposition instructions. Such request for instructions will be made in triplicate by the field installation concerned on W.D., A.G.O. Form 257. A sample of this form, together with instructions for preparation, is set forth in § 807.909 (a). Copies of the form may be requisitioned from Adjutant General's Depots.

(b) *Action by chief of service.* Upon receipt of W.D., A.G.O. Form 257 covering any lot of stockpile materials, the chief of technical service concerned will take the following action:

(1) Execute First Indorsement thereto and forward two copies to the Director, Production Division, Headquarters, Army Service Forces, who has been designated by the Under Secretary of War as the administrator of War Department stockpile materials, for disposition instructions.

(2) If the Director, Production Division, issues instructions to hold the material for stockpile, the chief of technical service concerned will:

(i) Arrange for permanent storage of the material;

(ii) Issue appropriate instructions to the field installation concerned to accomplish permanent storage;

(iii) Advise the Director, Production Division, of the location and manner of storage;

(iv) Dispose of the material only upon specific authorization of the Director, Production Division.

(3) If the Director, Production Division, issues instructions not to hold the material for stockpile, the chief of technical service concerned will issue instructions to the field installation of origin to dispose of the material in accordance with Subpart G.

(c) *Action to be expedited.* It is imperative that action under paragraphs (b) and (c) be expedited in all echelons in order that double handling of stockpile materials may be avoided.

SUBPART C—DISPOSITION OF PROPERTY FOR PURPOSES DIRECTLY RELATED TO THE PROSECUTION OF THE WAR

§ 807.300 *Scope of subpart.* This subpart relates to the disposition of property for the purpose of enabling it to be used directly in the prosecution of the war. Such disposition may be made of both military and non-military property, without regard to its serviceability or state of supply. The authority herein granted may be exercised without first obtaining from the Chief of Staff a certificate under the Act of June 28, 1940, Title I, section 14–a (54 Stat. 681, 10 U. S. C. 1262a). The authority to dispose of property under this subpart is subject to the provisions of Subpart G which limit the disposition of property after reporting to a disposal agency as surplus.

§ 807.301 *Sale to war contractors.* The chiefs of the technical services are authorized, when it is determined by them that such action will facilitate the prosecution of the war, to make contracts by negotiation for the sale of, and to sell to manufacturers and suppliers having war contracts, including employees and suppliers of war contractors, and to employees of the Government engaged in war production, any machine tool equipment, processing equipment, uniforms, safety clothing and equipment, plant protective clothing and other special articles necessary to persons employed in or otherwise connected with war industries or establishments, manufacturing aids, raw materials, manufactured materials or other materials or facilities presently owned or hereafter acquired by the Government. Such sales shall, however, be made only for the purpose of facilitating the performance of such war contracts or war production. All such contracts will recite that they are entered into pursuant to the First War Powers Act and Executive Order No. 9001.

(a) *Pricing policies.* Any sale made under § 807.301 shall be made in compliance with the provisions of §§ 807.206 and 807.207.

(b) *Review of sale.* Any sale made under this section shall be made in compliance with the provisions of § 807.208.

§ 807.302 *Sales to Red Cross and U. S. O.* The chiefs of the technical services are authorized to make contracts by negotiation and to sell to the Red Cross and the United Service Organization any military, subsistence, or other supplies or property which the chief of the technical service finds is needed by such institution in connection with its activities with the Army, provided that no such sale of military property will be made without the prior approval of the Commanding General, Army Service Forces (Stock Control Division), or in the case of the Army Air Forces property, the Commanding General, Army Air Forces, or his delegate or delegates. All such contracts will recite that they are entered into pursuant to the First War Powers Act and Executive Order No. 9001.

§ 807.303 *Other sales.* Sales for purposes directly related to the prosecution of the war, other than those authorized by §§ 807.301 and 807.302, may be made by the chiefs of the technical services provided that the approval of the Director, Readjustment Division, Headquarters, Army Service Forces, is first obtained.

§ 807.304 *Leases.* Under the First War Powers Act, 1941, and Executive Order No. 9001, and section 1 of the act of July 2, 1940 (Public No. 703, 76th Congress) as continued in effect by section 13 of the act of June 5, 1942 (Public No. 580, 77th Congress), the chiefs of the technical services are authorized, when it is determined by them that such action will facilitate the prosecution of the war:

(a) To include in supply contracts the Government-Owned Facilities article prescribed in § 803.332, subject to the regulations set forth as notes to § 803.332 and to other applicable sections of these procurement regulations (see Part 810 for approvals of higher authority which must be obtained in certain cases);

(b) To enter into separate lease agreements (i. e., agreements not made part of supply contracts), as authorized by Part 810.

§ 807.305 *Leases under other statutes.* Authority for the execution of lease agreements may be found in certain statutes other than those mentioned in § 807.304. See AR 850–30 for the terms of those statutes.

§ 807.306 *Disposition by contractors.* The chiefs of the technical services are authorized, when it is determined by them that insertion of such provision will facilitate the prosecution of the war or is necessary to carry out the purposes specified in section 1 of the act of July 2, 1940 (Public Law 703, 76th Congress, 54 Stat. 712), to insert in cost-plus-a-fixed-fee contracts and subcontracts heretofore or hereafter executed, the clause set forth in § 803.363, and any property may be disposed of by contractors pursuant to such clause.

§ 807.307 *Transfer to other Federal agencies.* Any property not declared or deemed surplus, may upon the requisition of another Federal agency made pursuant to section 7 (a) of the act of May 21, 1920 (41 Stat. 613) as amended by section 601 of the act of June 30, 1932 (47 Stat. 417) and by the act of June 20, 1942 (Public Law 670, 77th Congress, 56 Stat. 661, 31 U. S. C. 686), be transferred to such agency in accordance with said section: *Provided*, That military property will be transferred only with the approval or pursuant to regulations of the Commanding General, Army Service Forces (Stock Control Division), or, in the case of the Army Air Forces, the Commanding General, Army Air Forces, or his delegate or delegates.

§ 807.308 *Transfer to other War Department components.* Any property may, by direction of the chief of the technical service having control thereof, be transferred to another War Department component which has need of such property and makes request therefor: *Provided*, That military property will be transferred only with the approval or pursuant to regulations of the Commanding General, Army Service Forces (Stock Control Division), or, in the case of military property of the Army Air Forces, the Commanding General, Army Air Forces, or his delegate or delegates. Regulations prescribed by the Commanding General, Army Service Forces, governing the transfer of military property of Army Service Forces between War Department components are set forth in ASF AG Letter SPX 300.8 (13 November 1943) OB-P-SPDDP-MB-A, 18 November 1943, Subject: Policy Governing Transfer of Military Property between Technical Services.

§ 807.309 *Transfers to and from Navy.* Upon request from the Navy, any property may be transferred to the Navy with the approval of the chief of the technical service concerned and any property requested by the chief of the technical service concerned may be accepted from the Navy. Such transfers of property to the Navy will be made only with the approval or pursuant to regulations of the Commanding General, Army Service Forces (Stock Control Division), as to military property of Army Service Forces, and the Commanding General, Army Air Forces, or his delegate or delegates, as to military property of the Army Air Forces.

§ 807.310 *Transfers to Civil Aeronautics Administration.* Any property may, by direction of the chief of the technical service having control thereof, be loaned or transferred to the Administrator of Civil Aeronautics upon written request from him stating that the property will be used in carrying out the purposes of the Civilian Pilot Training Act of 1939 as amended (49 U. S. C. sec. 756). Such transfers will be made only with the approval or pursuant to regulations of the Commanding General, Army Service Forces (Stock Control Division), as to military property of Army Service Forces, and the Commanding General, Army Air Forces, or his delegate or delegates, as to military property of the Army Air Forces:

§ 807.311 *Transfers with reimbursement.* Transfers of property under § 807.307 will be effected with reimbursement pursuant to the statutes therein cited. Transfers of property permitted under §§ 807.308 and 807.309 will be effected with reimbursement of, or transfer or allotment of funds to, the transferor by the transferee,

(a) Where property is transferred to any War Department agency for use in connection with civil functions administered by the War Department, or,

(b) In any case where the property is procured by the transferor for the transferee:

(1) By assignment of sole purchase responsibility;

(2) Under procurement pooling arrangements;

(3) Under any arrangement for procurement by the transferor expressly upon the prior requisition of the transferee.

§ 807.312 *Transfers without reimbursement.* Transfers of property permitted under §§ 807.308 and 807.309 under circumstances other than those specified under § 807.311, and transfers of property permitted under § 807.310, will be effected without any reimbursement of, or transfer or allotment of funds to, the transferor by the transferee, for either the cost of the property or of packing, handling, or transportation.

§ 807.313 *Procedure for transfers without reimbursement.* Officers authorized to transfer or direct the transfer of property without reimbursement under § 807.312 will prepare written orders, listing in detail the property to be transferred, copies of which will be furnished to the Accountable Property Officer and the receiving officers. Such orders will contain a request that the authority directing the transfer be advised of any

discrepancies between the order and the property shipped or received. A copy of such orders will be used as a valid debit or credit voucher to property accounts. It will not be necessary to list for fiscal or property accounting purposes dollar values of property transferred without reimbursement.

§ 807.314 *Gifts and loans of drawings and other property.* (a) The chiefs of the technical services are authorized, without further approval, to give or lend drawings, manufacturing and other information and samples of supplies and equipment to be manufactured or furnished, to contractors and private firms which are or may likely be manufacturers or furnishers of supplies and equipment for the use of the War Department under approved production plans.

(b) Whenever they determine that such action will facilitate the prosecution of the war, the chiefs of technical services are authorized to give or lend, by appropriate written agreement reciting such determination, to organizations engaged in experimental research, testing, or developing, such items and any other material, supplies or equipments for use in connection therewith, provided that if in the case of a gift the estimated value of the property in question exceeds $1,000, or, in the case of a loan, $50,000, the approval of the Director, Readjustment Division, Headquarters, Army Service Forces, will first be obtained.

(c) The Commanding General, Army Air Forces, whenever he determines that such action will facilitate the prosecution of the war, may authorize the transfer, loan, bailment or lease, by appropriate written agreement reciting such determination, of aircraft, aircraft engines, or aircraft equipment or matériel, without limitation as to the value thereof, to Army Air Forces contractors for the purpose of experimental research, testing or development, training of contractor's personnel, or urgent transportation requirements of such contractors in connection with the performance of their war contracts.

§ 807.315 *Exchange of property.* The chiefs of technical services are authorized to make any exchanges of property which are authorized by the following statutes: 39 Stat. 635, 10 U.S.C. 1271; 40 Stat. 43, 849, 10 U.S.C. 1272; 38 Stat. 1064, 10 U.S.C. 1273; 38 Stat. 1161, 41 U.S.C. 26; 50 Stat. 64, 5 U.S.C. 118d; 53 Stat. 739, 10 U.S.C. 1271(a); 44 Stat. 680, 10 U.S.C. 1209, 1210, act of July 2, 1940, Public 703, 76th Congress, as extended by the act of June 5, 1942, Public 580, 77th Congress; section 203 of the act approved June 26, 1943, Public Law No. 90, 78th Congress. Any other exchanges will be submitted for the approval of the Director, Readjustment Division, Headquarters, Army Service Forces.

SUBPART D—DISPOSITION OF NON-REPAIRABLE PROPERTY

§ 807.400 *Scope of subpart.* This subpart provides the authority and procedures for disposing of nonrepairable property. It is of special importance in connection with the disposition of termination inventories as it covers the disposal of property classified as scrap. The memorandum of the Under Secretary of War set forth in § 815.350 (b) and the provisions of § 815.855 state the policy of the War Department with respect to the scrapping of termination inventory.

§ 807.401 *Non-military property other than current production scrap.* (a) Government-owned non-military property other than current production scrap may be classified as non-repairable by the submission of a list of the property involved to an authorized officer and the execution thereon by such officer of the following certificate:

It is my opinion that the property listed hereon is (include (1) or (2), whichever is appropriate)

(1) used or damaged beyond economic repair

(2) obsolete or so specialized in design or otherwise of such a nature that it has no reasonable use except as scrap

and is therefore properly classified as non-repairable non-military property in accordance with the provisions of Procurement Regulation No. 7, and that its condition is not due to fault or neglect.

Where the property is new but nevertheless properly classified as non-repairable, as will be the case with many obsolete items and items of work in process, the phrase following the last comma may be omitted.

The certifying officer will inspect the property or require the submission of such statement of fact and report of inspection as he deems necessary as a basis for the execution of the certificate.

(b) A copy of such list with the certificate will be furnished to the accountable property officer, and will operate as a credit voucher discharging accountability.

(c) Property so certified, except property in the possession of a contractor which is to be disposed of under § 807.403, will be turned over to a salvage officer with a copy of the list and certificate.

(d) Non-repairable property in the possession of a cost-plus-a-fixed-fee contractor may be either (1) sold to or by the contractor in accordance with the provisions of § 807.403 below, or (2) turned over to a salvage officer for disposal. In either case the certificate prescribed in paragraph (a) above will not be required. In such cases, the credit voucher to the property account will consist of a copy of the list of property turned over to a salvage officer or approved by the contracting officer for sale by the contractor, supported by the contracting officer's written advice to the accountable property officer as prescribed in paragraph 1004 (a) of the War Department Industrial Property Accounting Manual, or, if there is no question as to the responsibility of the contractor for the condition of the property, supported by written order of the contracting officer directing transfer to the salvage officer or approving the sale by the contractor.

(e) Non-repairable Government-owned property in the possession of fixed price contractors may be disposed of in the same manner as non-repairable property in the possession of cost-plus-a-fixed-fee contractors under paragraph (d), in all cases where application of the War Department Industrial Property Accounting Manual to property in the possession of fixed-price contractors has been authorized.

§ 807.402 *Current production scrap.* Current production scrap, which is industrial scrap resulting from the fabricating or processing of raw materials (such as chips, cuttings, borings, and short ends of ferrous and non-ferrous metals, clippings and cuttings from wool and cotton fabric, residues from chemicals and plastics, rubber and treated fabric offal, glass, paper and lumber offal, damaged and unsuitable packing materials and containers), other than that disposed of by a cost-plus-a-fixed-fee contractor under contract provisions, will be turned over to a salvage officer, without the certification required under § 807.401.

§ 807.403 *Sale of non-repairable property by or to contractors.* Any non-military property in the possession of a cost-plus-a-fixed-fee contractor, which has been classified as non-repairable pursuant to § 807.401 above, and any contractor-owned property included in termination inventory as to which a determination to scrap has been made, may be sold by the contracting officer to the contractor, or retained or sold by the contractor with the approval of the contracting officer.

§ 807.404 *Military property, and non-military property not certified under § 807.401.* Military property, and non-military property which cannot be certified under § 807.401, may be classified as non-repairable and turned over to a salvage officer in accordance with the provisions of AR 35–6640, and War Department Circular No. 7, 1944.

§ 807.405 *Designation of salvage officer.* Chiefs of technical services may designate the salvage officer to receive and dispose of non-repairable non-military property.

§ 807.406 *Disposition by salvage officers.* All property turned over to a salvage officer in accordance with this subpart will be disposed of in accordance with AR 700–25, TM 38–505, and any other applicable regulations.

§ 807.407 *Special procedure.* Non-repairable property included in termination inventory may be disposed of by contracting officers under regulation prescribed by the chief of the technical service concerned, in lieu of being turned over to a salvage officer, provided the approval of the Director, Readjustment Division, Headquarters, Army Service Forces, is first obtained.

§ 807.408 *Review and approval of scrapping.* Government-owned non-military property (other than that worn out through fair wear and tear) will not be certified as non-repairable property under § 807.401, nor will a determination to scrap contractor-owned property included in termination inventory be made, without the prior review and approval of a local disposal board if the cost (estimated if not known) of the property covered by the certificate or determination exceeds $50,000. Property will not be subdivided for the purpose of avoiding this limitation.

§ 807.409 *Review at chief of service level.* Disposal Boards established in the office of a chief of a technical service pursuant to § 807.106 may review certification of Government-owned non-repairable property under § 807.401, or determination to scrap contractor-owned property included in termination inventory, where the cost of the property involved (estimated if not known) exceeds $500,000.

§ 807.410 *Pricing policies on sales of non-repairable property included in termination inventory.* The following pricing policies prescribed by the Surplus War Property Administrator will apply to (1) the retention or sale by the contractor of non-repairable property included in termination inventory, and (2) the sale by contracting officers of such property when approval for such procedure has been obtained under § 807.407.

(a) *Where total amount in settlement is less than $10,000.* Sales of any non-repairable property included in termination inventories, in any case where the entire amount involved in the contract settlement before disposal credits is less than $10,000, will be made or approved at the best price obtainable in the judgment of the officer approving the sale, or in the case of subcontracts as to which the power of approving the termination settlement has been delegated to a contractor of a higher tier, in the judgment of such contractor.

(b) *Large termination inventories.* Sales of non-repairable property included in termination inventories where the entire amount involved in the contract settlement before disposal credits is $10,000 or more will be made in accordance with the following policies:

(1) The officer making or approving the sale or his representative shall determine, as nearly as may be possible by reasonable effort within a reasonable time, the going price of the type of scrap in question by reference to published trade indicators or inquiry among Government agencies, dealers, or other informed sources, taking into account transportation cost and sundry other charges.

(2) If it is possible to realize this price without competitive bidding the contracting officer may approve the sale.

(3) If it is not possible to obtain this price the contracting officer will arrange for sale of the property after competitive bids, reserving the right to reject all bids if in his judgment an adequate price is not offered.

(4) All sales of scrap, whatever method of sale is adopted, shall be subject to the following warranty:

The purchaser represents and warrants to the United States that the property covered by this agreement was offered as scrap, purchased by him as scrap, and that he will sell or ship or use it as scrap either in its existing condition or after further preparation and only in conformity with all applicable regulations and orders of the Office of Price Administration and the War Production Board.

In the case of contractor sales, the phrase "to the United States" should be omitted.

SUBPART E—DISPOSITION OF SERVICEABLE MILITARY PROPERTY

§ 807.500 *Scope of subpart.* This subpart provides authority and procedures in addition to those in Subparts C and D for the disposition of military property. In this connection, attention is called to the policy of the War Department requiring prompt disposition of excess property as stated in § 807.103.

§ 807.501 *Declaration of surplus.* The chiefs of the technical services are authorized to declare serviceable military property surplus with the approval of, or subject to regulations prescribed by, the Commanding General, Army Service Forces (Requirements Division), or the Commanding General, Army Air Forces, or his delegate or delegates, as to property of the Army Air Forces, and to dispose of such property in the manner provided in this subpart notwithstanding the provisions of section 14a, Chapter 440, of Title 1 of the act of June 28, 1940 (54 Stat. 681, 10 U.S.C. 1262a). The regulations prescribed by the Commanding General, Army Service Forces, governing the declaration of military property as surplus are set forth in ASF Circulars Nos. 67 (section I) and 101 (section II), 1944.

§ 807.502 *Mutilation and disposition of certain military property that is unsuitable for civilian use.* Because of their peculiarly military characteristics, certain items such as lethal weapons, ammunition, certain aeronautical equipment, classified articles (see AR 380–5), and distinctive articles of the uniform, cannot be released for civilian use when they are declared surplus, but must be mutilated and scrapped, disarmed, stripped of their military characteristics, altered and declassified, or otherwise made suitable for nonmilitary use before they are disposed of. When such items are declared surplus, the authority declaring them surplus will give specific directions for the mutilation, alteration, disarming, stripping, cannibalization or other action to be accomplished before disposal; and will give further specific directions as follows:

(a) If, in his judgment, the items, or the residue thereof, will have no reasonable use except as scrap after such mutilation, etc., he will direct that the items, or the residue thereof, be turned over to the local salvage officer for disposal as scrap in accordance with applicable salvage regulations. (See AR 35–6520, par. 5b (5), for accounting procedure.)

(b) If, in his judgment, the items or any part thereof will have value for civilian use after such mutilation, etc., he will direct that they be disposed of as surplus after the accomplishment of such mutilation, etc.

§ 807.503 *Disposition of surplus.* Military property declared surplus and not directed to be disposed of as scrap will be disposed of in accordance with Subpart G. (See AR 35–6520, par. 5b (4) for accounting procedure.)

SUBPART F—DISPOSITION OF SERVICEABLE NON-MILITARY PROPERTY OTHER THAN TERMINATION INVENTORY

§ 807.600 *Scope of subpart.* This subpart provides authority and procedures for disposing of non-military property other than termination inventories, in addition to those set forth in Subparts C and D. In this connection attention is called to the policy of the War Department set forth in § 807.103 requiring constant and active review of non-military property on hand and in the process of manufacture and prompt disposition of excess property.

§ 807.601 *Circularization.* When it has been determined that items of non-military property are not required for an immediately or definitely forseeable need at the point of use, action will be immediately taken to redistribute such items within the technical service concerned or to return the property to a direct war use in accordance with Subpart C. When such items cannot be so redistributed promptly to fill known requirements or requirements that can be ascertained by informal inquiry (which should be localized and expedited to the greatest extent practicable), the circularization procedures established in this subpart will be promptly instituted and vigorously pursued. It is intended that circularization will be effected contemporaneously within the technical service of origin and among other technical services, to the fullest extent practicable. The chiefs of the technical services will designate the offices within their respective services which will originate circularization lists and the intervals of time at which circularization lists will be originated. In no event will any item of production or utility equipment (see § 807.601 (a) (1)) be withheld from circularization for a period in excess of 60 days after it becomes idle, unless (1) it is comprised in a complete industrial installation that has been reported as excess under War Department Circular No. 8, 1944, (see § 807.601 (e)) or that has been authorized to be held as standby, or (2) it has been placed on a schedule of items authorized to be held as War Reserve, or (3) the Director, Readjustment Division, Headquarters, Army Service Forces, has been advised that the equipment is being withheld from circularization for a stated future use, or for other stated reasons.

(a) *Circularization lists.* Circularization lists will be divided into Part 1, Part 2, Part 3, Part 4, and Part X. Property listed under the respective subdivisions will be referred to as "part 1 property", "part 2 property", and so forth.

(1) Part 1 will include all items of production equipment and utility equipment.

(i) Production equipment includes the following:

Machine tools.
Metal working machinery.
Cleaning and spraying equipment.
Compressors and vacuum pumps.
Industrial pumps.
Industrial conveying machinery.
Engines and turbines, general purpose.
Heat exchangers.
Optical machinery.
Industrial cranes and hoists.
Thermal driers and dehydraters.

Fans, blowers and exhausters, industrial types.
Pressure and vacuum filters.
Pressure vessels (other than boilers).
Electric motors, integral horsepower, and electric motor controls.
Power conversion equipment.
Foundry equipment.
Heat treating equipment.
Welding and cutting equipment, industrial types.
Crushing, pulverizing, screening and mixing equipment and machinery, industrial types.
Special industry machinery (specialized machinery for food products, pulp and paper, printing trades, rubber working, petroleum, ceramics, glass, shoemaking, textile, tanning, pharmaceutical, chemical and other special industries).

(ii) Utility equipment includes major items of equipment used in the generating, processing, transmission or distribution of electricity, gas and water, and in the disposal of sewage.

(2) Part 2 will include all construction equipment of a standard type not so restricted in design as to render it unsuitable for non-military use of a recurring nature. Such construction equipment includes, but is not limited to, drilling and boring equipment, earth and rock, including core drills, rock drills, churn drills, earth bores and horizontal augers; power cranes and shovels, drag lines, buckets, stiff-leg derricks, and dredges; scrapers, maintainers, and graders; tractors, track-laying and wheel types; tractor-mounted construction equipment including angledozers, bulldozers, and power control units; winches and hoists, contractors elevating, road brooms, concrete buggies and carts, bins, centerline marking equipment, road discs, ditchers, aggregate dryers, joint and crack filling machinery, road forms, form tamping machines, mud jacks, portable snow loaders, tamping rollers, scarifiers, concrete towers, contractors' crawler wagons, and similar equipment; construction material mixers, spreaders, pavers, surfacers, finishers, tampers, vibrators, and related construction machinery; construction material processing equipment, including asphalt plants and portable crushers.

(3) Part 3 will include all items not included in Parts 1, 2 or 4, which, in the judgment of the technical service concerned, have a reasonably foreseeable use for industrial or military purposes or for civilian supply and which cannot practicably and expeditiously be redistributed without wide circularization.

(4) Part 4 will include controlled materials in the forms and shapes and in the minimum quantities set forth in § 807.901. Part 4 will be subdivided into

Part 4A, consisting of steel;
Part 4B, consisting of copper and copper base alloy; and
Part 4C, consisting of aluminum.

Circularization lists of Part 4 property will be prepared substantially in the form set forth in § 807.901 (a), (b) and (c).

(5) Part X will include all items not included in Parts 1, 2, 3, and 4.

(b) *Description and coding.* (1) Circularization lists will be on 8 x 10½ paper and will contain the following information:

(i) Name of issuing office together with the station identification number and appropriate letter symbol of the technical service concerned.

(ii) Serial number of list. Each issuing office will serially number each list circularized beginning with the number 1.

(iii) Date of circularization, which will be the date of transmittal required under § 807.601 (c).

(iv) Serial number of items or lots. Items or lots will be serially numbered under each part of each list.

(v) Description of items or lots. Descriptions will comprise such information as would be required by the controlling technical service if it were procuring the property, including, when pertinent, name of manufacturer, manufacturer's catalog number if available, identification numbers, location, age, condition, quantity and cost per unit if available.

(vi) Specific instructions by which an interested agency may be guided in negotiating sale or transfer of property reported. Names, mail and telephone addresses of officers authorized to carry on negotiations, may be either included in each list circularized or published in bulletin form by the technical service concerned to all recipients of the lists.

(2) For the purpose of convenient abbreviation in communications regarding property circularized, items may be identified by code, which will include in sequence, the station identification number and the letter symbol of the issuing office, serial number of list, part of list, serial number of item. For example a particular heat exchanger listed as the second item of Part 1 of the third list circularized by an office of Ordnance Department, having station identification number "12345" would be identified as "12345–Ord–3–1–2."

(c) *Transmittal of lists.* Circularization will be accomplished by transmitting copies of Circularization Lists as follows:

(1) Parts 1 and 3 to the offices listed in § 807.902.

(2) Part 2 to the Redistribution and Salvage Officer, Office of the Chief of Engineers (3 copies) and to Readjustment Division, Headquarters, Army Service Forces (3 copies).

(3) Part 4 to Readjustment Division, Headquarters, Army Service Forces (3 copies), and to the Regional Office of War Production Board for the region in which the property is located. The addresses of such Regional Offices and the territories within their jurisdiction are set forth in § 807.903.

(4) Part X to Readjustment Division, Headquarters, Army Service Forces, to procurement offices of other technical services at such levels and within such geographical areas as the technical service concerned deems desirable, and to the Regional Office of War Production Board for the region in which the property is located.

(5) Transmittal of Circularization Lists to War Production Board is required for the sole purpose of advertising the availability of excess property to military agencies, war contractors and others to whom disposition is permitted under Subpart C of this part. Such transmittal does not impose any restrictions upon the movement of the property included therein that are not otherwise imposed by applicable regulations of War Production Board, nor does it impose any obligation to sell or transfer to any prospective purchaser or transferee referred by the War Production Board to the War Department representative responsible for disposal or to accord them any favored treatment whatever.

(d) *Certain items as to which circularization may be limited or eliminated.* The following types of non-military property (in addition to termination inventories) may be omitted from general circularization lists:

(1) Items that are peculiar to a technical service and which, in the judgment of the chief of the technical service concerned, have no value to other technical services or their contractors. Such items, when determined, by means of limited circularization or otherwise, to be excess to the technical service concerned, will be deemed surplus without further action and disposed of in accordance with Subpart G.

(2) Single items or groups of items, where the cost, estimated if not known, of all substantially similar items in excess at any one time and at any one place does not exceed $100. Such items will be deemed surplus without further action and disposed of in accordance with § 807.701.

(e) *Certain equipment not to be circularized without prior approval.* Part 1 property comprised in a complete industrial installation reported as excess under War Department Circular No. 8, 1944, will not be circularized under this subpart unless such circularization has been approved or directed by the Director, Readjustment Division, Headquarters, Army Service Forces.

(f) *Certain equipment that may be turned over to another technical service for redistribution.* Production equipment may be turned over to Ordnance Department, and utility equipment and construction equipment may be turned over to the Corps of Engineers, when such equipment is determined, by means of limited circularization or otherwise, to be excess to the technical service concerned. The Chief of Ordnance and the Chief of Engineers, respectively, will accept physical delivery, accountability and responsibility for utilization, storage as necessary, redistribution and disposal of equipment so turned over. If general circularization under § 807.601 has been initiated by the technical service of origin prior to turning over the property, the action required by this subpart will be completed by the Chief of Ordnance or the Chief of Engineers, as the case may be. If general circularization under § 807.601 has not been initiated by the technical service of origin prior to turning over the property, the action required by this subpart will be promptly initiated by the Chief of Ordnance as to items turned over to Ordnance Department for which requirements cannot be promptly ascertained, and by the Chief of Engineers as to items turned over to the Corps of Engineers for which requirements cannot be promptly ascertained. The procedure for turning over such equipment to Ordnance Department is set forth in section VIII, ASF Circular No. 4, 1944, and to the Corps of Engineers in section III, ASF Circular No. 28, 1944.

(g) *Circularization period.* The period of 60 days after transmittal of Circularization Lists is established as the circularization period for Part 1 property, and the period of 30 days after the transmittal of Circularization Lists is established as the circularization period for Parts 2, 3 and 4, and X property.

§ 807.602 *Disposition during circularization period.* Before the termination of the circularization period, the technical service concerned will determine what property included in Circularization Lists should be retained for present or definitely forseeable needs within such service for military or industrial purposes, or for authorized stockpile or War Reserve, and will withdraw such property from availability. Property which is not so withdrawn may be disposed of during the circularization period in accordance with the provisions of Subpart C of this part. The Chief of Engineers is specifically charged with acquiring items of Part 2 property not withdrawn under the first sentence of this paragraph which are suitable for troop use or tactical operations.

§ 807.603 *Disposition after circularization period.* Upon the termination of the circularization period, non-military property which has not been withdrawn or disposed of under § 807.602 will be deemed surplus, without further action, and, with the exception of stockpile materials, will be promptly disposed of in accordance with Subpart G.

(a) *Action to be taken on stockpile materials.* Stockpile materials in excess of the minimum quantities indicated in § 807.909 at any one location will be reported by the chief of technical service concerned to the Director, Production Division, Headquarters, Army Service Forces, for disposition instructions. W.D., A.G.O. Form 257 will be used for this purpose. After reporting, the chief of technical service concerned will take action in accordance with the provision of § 807.210 (b).

§ 807.604 *Deviation from regulations in exceptional cases.* When adherence to the regulations prescribed in this subpart would impede the expeditious return of unneeded industrial property to use in the war effort, the Director, Readjustment Division, Headquarters, Army Service Forces, is authorized to permit deviation therefrom with respect to the disposition of classes or particular items of industrial property. Applications under this section will include the following:

(a) A description of the class of items, or in the case of particular items, a reference to the list in which the items have been listed, or a description of the items in accordance with § 807.601(b)(1)(v) if they have not been listed.

(b) A statement of the circumstances indicating the desirability of deviation from the procedures established in this subpart.

§ 807.605 *Non-military property peculiar to Army Air Forces.* This subpart does not apply to non-military property peculiar to aircraft production to the extent that any of the provisions hereof may be inconsistent with procedures established for the redistribution of such property by or under the direction of the Aircraft Resources Control Office of the Aircraft Production Board or the Surplus War Property Administration.

SUBPART G—DISPOSAL OF SURPLUS PROPERTY

§ 807.700 *General.* Under its Regulation No. 1, effective 15 May 1944, the Surplus War Property Administration has assigned responsibility for disposal of surplus property among disposal agencies as indicated in § 807.904 and has established procedures for reporting surplus property to these disposal agencies. When property has been determined to be surplus under the procedures established under Subparts B, E and F of this part, action will be promptly taken to dispose of nominal quantities of property in accordance with § 807.701 and to report the remaining surplus property to the appropriate disposal agencies in accordance with § 807.702.

§ 807.701 *Disposal of nominal quantities.* Single items or groups of items of surplus property, where the cost, estimated if not known, of all substantially similar items in surplus at any one time and at any one place does not exceed $100, will be turned over to the local salvage officer (or to the contracting officer, where there is no local salvage officer) for sale. Sales of such property by the local salvage officer will be made in accordance with regulations applicable to the sale of salvage, except that all documents relating to such sales will be clearly marked to indicate sale of surplus property. Sales of such property by the contracting officer will be made in accordance with regulations prescribed by the chief of the technical service concerned.

§ 807.702 *Reporting to disposing agency.* Surplus property other than that required to be disposed of under § 807.701 will be promptly reported to disposal agencies as follows:

(a) *Ships, small watercraft and related property.* Surplus ships of commercial design or susceptible to commercial use will be reported to the United States Maritime Commission, Attention: Captain R. J. Moran, Director, Division of Small Vessel Procurement, Washington 25, D. C. Before reporting, detailed instructions as to descriptive matter and other information to be supplied will be obtained from that office. Small watercraft and other property assigned to the Maritime Commission as set forth in § 807.904 will be reported to the United States Martime Commission, Attention: Mr. E. W. Gorman, Assistant to the Director of the Procurement Division, Washington 25, D. C.

(b) *Aircraft and related property.* Surplus aircraft and gliders, aircraft engines, propellers, and spare parts, special components, and subassemblies of aircraft and gliders, will be reported to the Reconstruction Finance Corporation, Attention: Surplus Property Director, Washington 25, D. C.

(c) *Food and related property.* Surplus food and related property assigned to War Food Administration as set forth in § 807.904 will be reported to the Regional Office of the War Food Administration for the region in which the property is located. The addresses of the Regional Offices of the War Food Administration and the territories within their jurisdiction are set forth in § 807.906.

(d) *Military property other than aircraft, food and ships.* Military property other than aircraft, food and commercial ships will be reported to Reconstruction Finance Corporation or Procurement Division, Treasury Department, in accordance with the assignments set forth in § 807.904. By far the greater part of such property will consist of items of the type assigned to Procurement Division, Treasury Department for disposal. Where it is considered impracticable to segregate items of military property assigned to Reconstruction Finance Corporation, they may be included in reports to the Procurement Division, Treasury Department.

Reports will be made to the Regional Office of the appropriate Disposal Agency for the region in which the property is located. The addresses of the Regional Offices of the Reconstruction Finance Corporation and Procurement Division, Treasury Department, respectively, and the territories within their jurisdiction, are set forth in §§ 807.907 and 807.908.

Surplus military property under the jurisdiction of technical services of Army Service Forces (see ASF Circular No. 67, section I, 1944) which is in stock at depots and at installations below depot level will be reported by the depot. Installations below depot level will furnish the appropriate depot with information necessary for the reporting of surplus property in stock below depot level. Surplus military property under the jurisdiction of commanding generals of Army Service Forces service commands (see ASF Circular No. 101, section II, 1944) will be reported by the service commander.

(e) *Non-military property other than termination inventories*—(1) *Part 1 property; production and utility equipment.* Surplus Part 1 property will be

reported to the Reconstruction Finance Corporation, Attention: George F. Buskie, 811 Vermont Avenue, N.W., Washington 25, D. C. As an interim procedure, reports of surplus Part 1 property will be submitted through Readjustment Division, Headquarters, Army Service Forces. Three copies will be transmitted to Readjustment Division, two of which will be forwarded to the Reconstruction Finance Corporation, and one retained for information purposes.

(2) *Part 2 property; construction equipment.* Surplus Part 2 property will be reported to the Regional Office of the Procurement Division, Treasury Department, for the region in which the property is located.

(3) *Part 4 property; controlled materials.* Surplus Part 4 property will be reported to the Regional Office of Reconstruction Finance Corporation for the region in which the property is located.

(4) *Part 3 and X property.* Surplus Part 3 and X property other than aircraft, food and commercial ships, will be reported to Reconstruction Finance Corporation or Procurement Division, Treasury Department in accordance with the assignments set forth in § 807.904. Reports will be transmitted to the Regional Office of the appropriate Disposal Agency for the region in which the property is located. The assignments of those items likely to be included in Parts 3 and X are as follows:

Procurement Division, Treasury Department:
- Paper and paper products.
- Cotton, wool and linen basic textiles, and fabricated textile products.
- Basic metal products as follows:
  - Barbed and twisted wire.
  - Woven wire and chain link fencing and fence posts.
  - Insect screening.
  - Wire springs.
  - Wire hoops.
  - Chain and attachments.
  - Nails, tacks and staples.
  - Bolts, nuts, screws, rivets, washers, turnbuckles, eyelets and grommets.
  - Strapping.
  - Builders basic hardware and casket, furniture, and trunk and luggage hardware.
- Glass, pottery and ceramic basic materials and products.
- Rubber fabricated materials and products.
- Containers, closures and packing materials.
- Industrial trucks, tractors, trailers, stackers and accessories.
- Agricultural machinery and implements.
- Motor vehicles, engines, parts, components, assemblies and accessories.
- Plumbing and heating materials and equipment.
- Commercial and household electric appliances, lamps and dry cell and storage batteries.
- Commercial and domestic air-conditioning and refrigerating equipment.
- Hand tools and mechanics measuring tools.
- Office machines, typewriters, cash registers, calculating and computing scales.
- Furniture and fixtures.
- Professional and scientific instruments and apparatus.
- Apparel and footwear.

Reconstruction Finance Corporation:
- Leather, and boot and shoe cut stock and findings.
- Lumber, veneer, plywood and millwork.

Reconstruction Finance Corporation—Con.
- Petroleum and petroleum products.
- Chemicals.
- Paints, varnishes, lacquers, japans, thinners, pigments, driers, fillers and related products.
- Ferro and nonferrous additive alloys.
- Nonferrous metals (except aluminum, copper and copper-base alloy).
- Fabricated structural iron and steel and architectural metal work.
- Power boilers.
- Storage tanks.
- Insulated wire and cable.
- Basic non-metallic structural products.
- Abrasives.
- Asbestos basic products.
- Graphite and carbon basic products.
- Refractories.
- Mechanical power-transmission equipment and bearings.
- Electric motors, fractional horsepower.
- Electrical building supplies.
- Communication equipment.
- Railroad transportation equipment.
- Indicating, recording and controlling instruments.

(f) *Termination inventory.* Surplus termination inventory will be reported to the Regional Office of Reconstruction Finance Corporation for the region in which the property is located.

§ 807.703 *Report forms.* All reports of surplus property to disposal agencies will be made on Forms SWPA–1 and SWPA–1 (A). Copies of these forms, together with instructions for preparation, are set forth in § 807.905. These forms will be available in Adjutant General's Depots after 1 July 1944. Optional use of Treasury Department Form 812 is permitted on reports to Procurement Division, Treasury Department, until Forms SWPA–1 and SWPA–1 (A) are available.

§ 807.704 *Transmittal of reports.* Reports of surplus property will be transmitted to Procurement Division, Treasury Department, in triplicate and to other disposal agencies in duplicate, with information copy to the Director, Readjustment Division, Headquarters, Army Service Forces.

§ 807.705 *Action after reporting.* After the property has been reported to a disposal agency, the field installation concerned will hold the property subject to disposition instructions from the disposal agency.

§ 807.706 *Withdrawal for further use.* Property which has been reported to a disposal agency may be withdrawn for further use by the technical service of origin or for transfer to another component of the War Department, with the consent of the disposal agency to which the property was reported. Immediately upon the withdrawal of property under this paragraph, a withdrawal report will be transmitted to the disposal agency to which the property was originally reported as surplus. Withdrawal reports will be prepared and transmitted in the same manner as surplus reports, except that the word "withdrawal" will be entered conspicuously at the top right hand margin of the report form.

§ 807.707 *Disposal by disposal agency.* The disposal agencies will dispose of all property reported as surplus that is not withdrawn under § 807.706 (except as provided in § 807.710)). Disposal may be effected directly from War Department storage or after removal to storage facilities of the disposal agencies. All echelons will extend the fullest cooperation to the disposal agencies in this connection. Liaison will be promptly established between field establishments handling surplus property and the field agencies of the disposal agencies. Provisions will be made for furnishing additional information to disposal agencies and exhibiting the property to the fullest extent practicable upon request of a disposal agency.

§ 807.708 *Shipment after disposal.* When property has been disposed of by a disposal agency, or when the disposal agency takes custody of the property prior to disposal, the disposal agency will issue appropriate shipping instructions to the office designated in the surplus report as the "shipping office." The War Department is not required to, and should not, repair, recondition or reprocess surplus property, nor assume the expense of transportation, although the use of War Department transportation facilities in moving surplus property into storage facilities of a disposal agency is authorized when the convenience of the War Department will be served thereby and when the use of such transportation facilities will not interfere with the normal military functions of the installation concerned. Although the disposal agency, or the consignee to whom delivery is directed, will ordinarily bear the expenses of preparation for shipment, the field installation concerned may prepare the property for shipment without reimbursement, if it so desires. When requested by the disposal agency, copies of bills of lading or other shipping documents and advice as to date of shipment will be furnished the disposal agency.

§ 807.709 *Fiscal procedures.* The War Department will not be reimbursed for surplus property delivered to or upon the direction of a disposal agency. A copy of the shipping document, together with a copy of the shipping instructions received from the disposal agency will constitute a valid credit voucher to property accounts.

§ 807.710 *Clearance for sale by War Department.* When special circumstances, such as danger of deterioration or sanitary or other hazard, or urgent requirement for storage space for military supplies, make immediate sale by the War Department desirable, application may be made to the appropriate disposal agency for clearance of the property for direct sale by the War Department. Such applications will only be made through or with the approval of the Director, Readjustment Division, Headquarters, Army Service Forces.

(a) *Sale after clearance.* Property which a disposal agency has cleared for sale may be sold by negotiated sale. The chief of the technical service obtaining clearance may direct that the property be sold by a particular officer or that it be sold in a particular manner. In the absence of such directions, sales will be made by the local salvage officer in accordance with regulations applicable to the sale of salvage, except that all documents relating to such sales will be clearly marked to indicate sale of surplus property.

APPENDIX

§ 807.901 *Items to be included in lists of Part 4 property.*

PART 4A—CARBON AND ALLOY STEEL

Forms and Shapes	*Minimum quantity per item of a single size and grade*
Carbon steel:	
Bars, cold finished	2,000 pounds.
Bars, hot rolled	
Ingots, billets, blooms, slabs, tube rounds, skelp and sheet and tin bar.	
Pipe (new only)	
Plates	
Sheets and strip	
Structural shapes and piling	
Tin plate, terne plate, and tin mill black plate.	
Wire rods, wire .0475 inch diameter and up, and other wire products.	
Tubing, 1¼ inch diameter and up (new only).	
Tubing under 1¼ inch diameter (new only).	1,000 feet.
Wire under .0475 inch diameter.	500 pounds.
All tool steel	100 pounds.
Alloy steel:	
Bars, cold finished	2,000 pounds.
Bars, hot rolled	
Ingots, billets, blooms, slabs, tube rounds, sheet bar.	
Pipe (new only)	
Plates and structural shapes	
Sheets and strip	
Wire rods, wire .0475 inch diameter and up, and other wire products.	2,000 pounds.
Tubing 1½ inch diameter and up.	
Tubing under 1½ inch diameter.	1,000 feet.
Wire under .0475 inch diameter.	500 pounds.
All stainless steel	
All tool steel	100 pounds.

PART 4B—COPPER AND COPPER BASE ALLOY

Brass Mill Copper Base Alloy Products:	
Sheet and strip	500 pounds.
Rods, bars and wire (including extruded shapes, not including slugs).	
Tubing and Pipe	
Brass Mill Copper Products:	
Plate, sheets and strip	
Rods, bars and extruded shapes (excluding wire bars and ingots bars).	
Tube and pipe	
Wire Mill Copper Products:	
Wire and cable (including insulated wire and cable).	
Foundary Copper and Copper Base Alloy Products:	
Castings	

PART 4C—ALUMINUM

Rod, bar, wire and cable	300 pounds.
Forgings, pressings and impact extrusions.	
Castings	
Shapes, rolled or extruded	
Sheet, strip, plate and foil	
Tubing	
Ingot and powder	
Rivets	

NOTE: Smaller quantities than those above listed, but not less than the following, may be included in Part 4, if desired by the Technical Service concerned:

Carbon Steel:	
Structural and plates	500 pounds.
Bar, sheet and strip, pipe and tube, and wire.	100 pounds.
Tool steel	25 pounds.
Alloy Steel:	
Tool steel	25 pounds.
All other	100 pounds.
Copper and Copper Base Alloy	100 pounds.
Aluminum	100 pounds.

(a) *Form of Circularization List for Part 4A property.*

Report of excess steel Part 4A — List No. ____ Page ____
Reporting station ____ Date transmitted to WPB ____
Station No. ____ Address ____ Reported to ____ (Regional office, WPB)
Officer in charge of disposition ____ Location of property ____

(On additional pages show Part 4A, list number and page number only)

Code No. (1)	Pieces	Total weight (lbs.)	Size	Length (L) or coil (C)	Form and shape	Aise, NE, SAE, WD, or brand	Finish (2)	Physical properties (3)	Clean or rusty

(1) Show station, service, list and part code at top of column (e. g. 123–Ord–4A–12–), followed by item numbers only.
(2) (3) Use Symbols: CDG&P—Cold Drawn Ground, Polished (2); HRA&P—Hot Rolled Annealed, Pickled (2); HRT&P—Hot Rolled Turned, Polished (2); HR—Hot Rolled (2); HRA—Hot Rolled Annealed (2); CR—Cold Rolled (2); CD—Cold Drawn (2); FQ—Forging Quality (3); HT—Heat Treated (3).

(b) *Form of Circularization List for Part 4B property.*

Report of excess *copper and copper base alloy* Part 4B — List No. ____ Page ____
Reporting station ____ Date transmitted to WPB ____
Station No. ____ Address ____ Reported to ____ (Regional Office, WPB)
Officer in charge of disposition ____ Location of property ____

(On additional pages show Part 4B, list number and page number only)

Code No. (1)	Item and specification	Pieces	Total weight (lbs.)	Size	Lgth (L) or Coil (C)	Form	Temper	Original manufacturer

(1) Show station, service, list and part code at top of column (e. g. 123-Ord-4B-12-), followed by item number only.

(c) *Form of Circularization List for Part 4C property.*

Report of excess aluminum part 4C — List No. ____ Page ____
Reporting station ____ Date transmitted to WPB ____
Station No. ____ Address ____ Reported to ____ (Regional Office, WPB)
Officer in charge of disposition ____ Location of property ____

(On additional pages show Part 4C, list number and page number only)

Code No. (1)	Alloy and temper	Pieces	Total weight (lbs.)	Dimensions and/or standard extrusion die No.	Form and shape	Specification	Original manufacturer

(1) Show station, service, list and part code at top of column (e. g. 123-Ord-4C-12-), followed by item numbers only.

§ 807.902 *Offices to receive Part 1 and 3 circularization lists.*

	Number of copies
Readjustment Division, Headquarters, Army Service Forces, The Pentagon, Washington 25, D. C.	2
OFFICE OF THE CHIEF OF ORDNANCE	
Redistribution and Salvage Officer, Office of the Chief of Ordnance, Room 2-E-424, The Pentagon, Washington 25, D. C.	3
Birmingham Ordnance District, 700 Frank Nelson Building, Birmingham 1, Alabama	1
Boston Ordnance District, Room 1501—1516 Federal Street, Boston 10, Massachusetts	1
Chicago Ordnance District, 38 South Dearborn Street, Chicago 3, Illinois	1
Cincinnati Ordnance District, The Big Four Building, Cincinnati 1, Ohio	1
Cleveland Ordnance District, 1006 Terminal Tower Building, Cleveland 13, Ohio	1
Detroit Ordnance District, 1832 National Bank Bldg., Detroit 32, Michigan	1
New York Ordnance District, Room 1815, 80 Broadway, New York 5, New York	1
Philadelphia Ordnance District, 150 South Broad Street, Philadelphia 2, Pennsylvania	1
Pittsburgh Ordnance District, 1202 Chamber of Commerce Bldg., Pittsburgh 19, Pennsylvania	1
Rochester Ordnance District, 1238 Mercantile Building, Rochester, New York	1
San Francisco Ordnance District, 402 Empire Hotel, San Francisco, California	1
St. Louis Ordnance District, 3663 Lindell Blvd., St. Louis 8, Missouri	1
Springfield Ordnance District, 95 State Street, Springfield 3, Massachusetts	1
Commanding Officer, Frankford Arsenal, Philadelphia 2, Pennsylvania	1
Commanding Officer, Picatinny Arsenal, Dover, New Jersey	1
Commanding Officer, Redstone Arsenal, Huntsville, Alabama	1
Commanding General, Rock Island Arsenal, Rock Island, Illinois	1
Commanding Officer, Springfield Armory, Springfield 1, Massachusetts	1
Commanding Officer, Watertown Arsenal, Watertown, Massachusetts	1
Commanding General, Watervliet Arsenal, Watervliet, New York	1
Tank Automotive Center, Union Guardian Building, Detroit 32, Michigan	1
Field Director of Ammunition Plants, 3637 Lindell Blvd., St. Louis 8, Missouri	1
Small Arms Ammunition Sub-Office, N. Y. Ayer Bldg., West Washington Square, Philadelphia 6, Pennsylvania	1
OFFICE OF THE CHIEF OF ENGINEERS	
Redistribution and Salvage Officer, Office of the Chief of Engineers, Room 6257 New War Bldg., 21st and Virginia Avenue NW., Washington 25, D. C.	3
Division Engineer, Great Lakes Division, 20 North Wacker Drive, Chicago 6, Illinois	1
Division Engineer, Lower Mississippi Valley Division, P. O. Box 80, Vicksburg, Mississippi	1
Division Engineer, Middle Atlantic Division, Room 909, 101 East Fayette Street, Baltimore 2, Maryland	1
Division Engineer, Missouri River Division, Farm Credit Building, 19th and Douglas, Omaha 1, Nebraska	1
Division Engineer, New England Division, 75 Federal Street, Boston 10, Massachusetts	1
Division Engineer, North Atlantic Division, 21st Floor, 270 Broadway, New York 7, New York	1
OFFICE OF THE CHIEF OF ENGINEERS—Con.	
Division Engineer, Northwest Division, 114, #12 128th Street, Edmonton, Alberta, Canada	1
Division Engineer, Ohio River Division, 1120 Huntington Bank Bldg., Columbus 16, Ohio	1
Division Engineer, Pacific Division, 222 South West Temple Street, Salt Lake City 1, Utah	1
Division Engineer, South Atlantic Division, 50 Whitehall Street, Atlanta 2, Georgia	1
Division Engineer, Southwestern Division, Santa Fe Building, 1114 Commerce Street, Dallas 2, Texas	1
Division Engineer, Upper Mississippi Valley Division, Syndicate Trust Bldg., 915 Olive Street, St. Louis 1, Missouri	1
Area Engineer, P. O. Box 1111, Clinton, Tennessee	1
Area Engineer, P. O. Box 265, Church Street, New York, New York	1
Area Engineer, P. O. Box 1712, Wilmington, Delaware	1
Area Engineer, P. O. Box 2277, Boston, Massachusetts	1
Area Engineer, P. O. Box 550, Pasco, Washington	1
OFFICE OF THE CHIEF OF CHEMICAL WARFARE SERVICE	
Redistribution and Salvage Officer, Office of the Chief of Chemical Warfare Service, Room 2207, Building T-7, Annex 1, Gravelly Point, Virginia	2
Commanding General, Edgewood Arsenal, Edgewood, Maryland	1
Commanding General, Pine Bluff Arsenal, Pine Bluff, Arkansas	1
Commanding General, Rocky Mountain Arsenal, 4th floor, Cooper Building, 17th and Curtis Streets, Denver 2, Colorado	1
Commanding Officer, Huntsville, Arsenal, Huntsville, Alabama	1
Commanding Officer, Boston CW Procurement District, Room 500, 75 Federal Street, Boston 10, Massachusetts	1
Commanding Officer, Chicago CW Procurement District, Room 1506, Civil Opera Building, 20 North Wacker Drive, Chicago, Illinois	1
Commanding Officer, Dallas CW Procurement District, Mercantile Bank Building, 106 Ervay Street, Dallas 1, Texas	1
Commanding Officer, Pittsburgh CW Procurement District, American Bank Building, Sixth Avenue and Grant Street, Pittsburgh 19, Pennsylvania	1
Commanding Officer, New York CW Procurement District, 292 Madison Avenue, New York, N. Y.	1
Commanding Officer, San Francisco CW Procurement District, Room 201, 1355 Market Street, San Francisco, California	1
Deputy Commanding Officer, Atlanta Sub-Office, Dallas CW Procurement District, 430 West Peachtree Street, N. W., Atlanta, Georgia	1
OFFICE OF THE CHIEF OF TRANSPORTATION	
Redistribution and Salvage Officer, Office of the Chief of Transportation, Room 4 D 727, The Pentagon, Washington 25, D. C.	2
Commanding Officer, Voorheesville Holding & Reconsignment Point, Voorheesville 2, New York—Attn.: Transportation Corps Supply Officer	1
Commanding Officer, Marietta Holding & Reconsignment Point, Marietta 2, Pennsylvania—Attn.: Transportation Corps Supply Officer	1
Commanding Officer, Montgomery Holding & Reconsignment Point, Montgomery 4, Alabama—Attn.: Transportation Corps Supply Officer	1
OFFICE OF THE CHIEF OF TRANSPORTATION—Con.	
Commanding Officer, Lathrop Holding & Reconsignment Point, Lathrop 9, California—Attn.: Transportation Corps Supply Officer	1
Redistribution & Salvage Officer, Field Service Group, TC, Procurement Division, 6th and Sycamore Sts., Cincinnati 5, Ohio	2
Commanding General, Boston Port of Embarkation, Army Base, Boston 10, Massachusetts	1
Commanding General, Charleston Port of Embarkation, Army Base, North Charleston, So. Carolina	1
Commanding General, Hampton Roads Port of Embarkation, Post Office Building, Newport News, Virginia	1
Commanding General, Los Angeles Port of Embarkation, Wilmington, California	1
Commanding General, New Orleans Port of Embarkation, Poland and Dauphine Sts., New Orleans 12, Louisiana	1
Commanding General, New York Port of Embarkation, 1st Avenue & 58th Street, Brooklyn, New York	1
Commanding General, San Francisco Port of Embarkation, Fort Mason, Calif.	1
Commanding General, Seattle Port of Embarkation, 1519 South Alaskan Way, Seattle 4, Wash.	1
OFFICE OF THE CHIEF SIGNAL OFFICER	
Director, Requirements Division, Procurement & Distribution Service, Office of the Chief Signal Officer, Washington 25, D. C., Attn.: Equipment Branch	1
Commanding Officer, Storage and Issue Agency, 128 N. Broad Street, Philadelphia 2, Pa., Attn.: Redistribution & Salvage Officer	1
Officer in Charge, Plant Engineering Agency, SPSLP-82, Architects Building, 17th and Sanson Sts., Philadelphia, Pa.	1
Commanding Officer, Philadelphia Sig. C. Procurement District, 128 North Broad Street, Philadelphia 2, Pa., Attn.: Production Division	1
Commanding Officer, Monmouth Sig. C. Procurement District, Bradley Beach, N. J., Attn.: Production Staff	1
Commanding Officer, Dayton Sig. C. Procurement District, 225 South Main Street, Dayton, Ohio, Attn.: Production Staff	1
Officer in Charge, Los Angeles Signal Corps, Production Field Office, Rm. 1009, Pacific National Bldg., 315 West Ninth Street, Los Angeles 15, Calif.	1
Officer in Charge, New York Signal Corps, Production Field Office, 165 Broadway, New York 6, N. Y.	2
Officer in Charge, Philadelphia Signal Corps, Production Field Office, 117 South 17th Street, Philadelphia 3, Pa.	1
Officer in Charge, Chicago Signal Corps, Production Field Office, 1 North La-Salle Street, Chicago 2, Illinois	1
Commanding General, Eastern Signal Corps Training Center, Fort Monmouth, New Jersey	1
Commandant, Southern Signal Corps School, Camp Murphy, Florida	1
Commanding Officer, Holabird Signal Depot, Baltimore, Maryland—Attn.: Training Branch	1
Commanding Officer, Signal Corps Aircraft Signal Agency, Wright Field, Dayton, Ohio—Attn.: Redistribution & Salvage Officer	1
Commandant, Western Signal Corps Training Center, Camp Kohler, California	1
Commanding Officer, Dayton Signal Corps Supply Agency, 225 South Main Street, Dayton 2, Ohio—Attn.: Redistribution and Salvage Officer	1

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OFFICE OF THE CHIEF SIGNAL OFFICER—Con.	
Commanding Officer, Signal Corps Ground Signal Agency, Shark River Hotel, Bradley Beach, New Jersey—Attn.: Redistribution and Salvage Officer	1
Officer in Charge, Signal Corps Ground Signal Maintenance Br., Architects Building, 17th and Sansom Streets, Philadelphia 3, Pennsylvania	1
OFFICE OF THE QUARTERMASTER GENERAL	
Redistribution and Salvage Officer, Office of the Quartermaster General, Room 1049 Temporary A Building, 2nd and T Streets, S. W., Washington 25, D. C.	7
OFFICE OF THE SURGEON GENERAL	
Redistribution and Salvage Officer, Army Medical Purchasing Office, 52 Broadway, New York 4, New York	1
ARMY AIR FORCES	
Redistribution and Salvage Officer, Office, Asst. Chief of Air Staff, M. M. & D., Army Air Forces, Room 5-C-267, The Pentagon, Washington 25, D. C.	1
Redistribution and Salvage Officer, Materiel Command, Wright Field, Dayton, Ohio	3
District Supervisor, Eastern Procurement District, Attention: Redistribution & Salvage Officer, 67 Broad Street, New York, New York	1
District Supervisor, Central Procurement District, Attention: Redistribution & Salvage Officer, 8505 West Warren Avenue, Detroit, Michigan	1
District Supervisor, Midwestern Procurement District, Attention: Redistribution & Salvage Officer, Municipal Airport, P. O. Box 117, Wichita, Kansas	1
District Supervisor, Western Procurement District, Attention: Redistribution & Salvage Officer, 3636 Beverly Blvd., Los Angeles, California	1
District Supervisor, Midcentral Procurement District, Attention: Redistribution & Salvage Officer, 111 West Jackson Blvd., Chicago, Illinois	1
District Supervisor, Southeastern Procurement District, Attention: Redistribution & Salvage Officer, 86 Edgewood Avenue, N. E., Atlanta, Ga.	1
Redistribution and Salvage Officer Air Service Command, Patterson Field, Fairfield, Ohio	11
NAVY DEPARTMENT	
Chief of the Bureau of Supplies and Accounts, Navy Department, Attention: S.P.D.-17, Washington 25, D.C.	20
WAR PRODUCTION BOARD	
Redistribution Division, War Production Board, New Municipal Building, 3rd and Indiana Avenue, N.W., Washington to 25, D.C.	10

§ 807.903 *Regional Offices of War Production Board.*

REGION I

Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island. Regional Manager, Redistribution Division, War Production Board, 17 Court Street, Boston, Massschusetts.

REGION II

New York, Northern New Jersey (Sussex, Passaic, Bergen, Warren, Morris, Essex, Hudson, Hunterdon, Somerset, Union, Middlesex and Monmouth counties). Regional Manager, Redistribution Division, War Production Board, Empire State Building, New York City.

REGION III

Maryland, Virginia, Delaware, Eastern Pennsylvania (Tioga, Bradford, Susquehanna, Wayne, Lycoming, Sullivan, Wyoming, Pike, Union, Northumberland, Montour, Columbia, Luzerne, Lackawanna, Monroe, Mifflin, Juniata, Perry, Snyder, Cumberland, Adams, Dauphin, Schuylkill, York, Lebanon, Lancaster, Berks, Lehigh, Northampton, Chester, Delaware, Montgomery and Bucks counties), Southern New Jersey (Mercer, Ocean, Burlington, Camden, Gloucester, Atlantic, Salem, Cumberland and Cape May counties). Regional Manager, Redistribution Division, War Production Board, 1617 Pennsylvania Blvd., Philadelphia, Pa.

REGION IV

Tennessee, North Carolina, Mississippi, Alabama, Georgia, South Carolina, Florida. Regional Manager, Redistribution Division, War Production Board, Candler Building, Atlanta, Georgia.

REGION V

Kentucky, West Virginia, Ohio (except Lucas county), Western Pennsylvania (Erie, Crawford, Warren, McKean, Potter, Mercer, Venango, Forest, Elk, Cameron, Clinton, Lawrence, Butler, Clarion, Armstrong, Jefferson, Indiana, Clearfield, Centre, Beaver, Allegheny, Westmoreland, Cambria, Blair, Huntington, Washington, Greene, Fayette, Somerset, Bedford, Fulton and Franklin counties). Regional Manager, Facilities Department, War Production Board, Union Commerce Bldg., Cleveland, Ohio.

REGION VI

Indiana, Illinois, Iowa, Wisconsin, Upper Peninsula of Michigan (Gogebic, Ontonagon, Houghton, Keweenaw, Baraga, Iron, Marquette, Dickinson, Menominee, Delta, Alger and Schoolcraft counties only). Regional Manager, Redistribution Division, War Production Board, 226 West Jackson Blvd., Chicago, Illinois.

REGION VII

Arkansas, Missouri, Kansas, Nebraska. Regional Manager, Facilities Department, War Production Board, Mutual Interstate Bldg., Kansas City, Missouri.

REGION VIII

Louisiana, Oklahoma, Texas. Regional Manager, Redistribution Division, War Production Board, 1131 Mercantile Bldg., Dallas 2, Texas.

REGION IX

Wyoming, Utah, Colorado, New Mexico. Regional Manager, Redistribution Division, War Production Board, 621 Continental Oil Bldg., Denver, Colorado.

REGION X

California, Nevada, Arizona, Idaho (south of Salmon River). Regional Manager, Redistribution Division, War Production Board, 1355 Market Street, San Francisco, California.

REGION XI

Upper Peninsula of Michigan (Luce, Chippewa and Mackinac counties only) and all Michigan counties not listed under Region VI Ohio (Lucas county only). Regional Manager, Redistribution Division, War Production Board, 7310 Woodward Avenue, Detroit 2, Michigan.

REGION XII

Minnesota, Montana, North Dakota, South Dakota. Regional Manager, Redistribution Division, War Production Board, Midland Bank Bldg., Minneapolis, Minnesota.

REGION XIII

Washington, Oregon, Idaho (north of Salmon River.) Regional Manager, Redistribution Division, War Production Board, White-Henry-Stuart Bldg., Seattle, Washington.

§ 807.904 *Assignment of property to disposal agencies.* Assignment of property to disposal agencies is set forth in this section as published in Exhibit I to Regulation No. 1 of the Surplus War Property Administration under the following prefatory notes:

The assignments herein contained are based on the classifications contained in the Standard Commodity Classification (Government Printing Office, May 1943 and February 1944). That Classification contains a number of so-called major groups, which are designated by two digits only (such as 01—Live Animals; 65—Drugs and Medicines). These major groups in turn are broken down into classes of property represented by the two digits of the major group plus additional digits (such as 65 48—Marine liver oil, etc.). All of the major groups now being assigned are listed in this Exhibit, but only such of the lesser groups are listed as are necessary to carve out of a major group assigned to one agency types of property included therein which are assigned to another. For a complete breakdown of each major group, reference must be made to the Standard Commodity Classification itself.

It should further be noted that for reporting purposes, while reference to this Exhibit is necessary to ascertain the proper disposal agency, one report may include all property in a major group (two digits) at one location which is assigned to a single disposal agency.

Reconstruction Finance Corporation		*Treasury Procurement Division*		*War Food Administration*	
		01	Live Animals, other than food animals	01	Live Animals, except non-food animals
				02	Crude Animal Products, Edible
03	Crude Animal Products Inedible, Except Fibers			03	Crude Vegetable Products, Edible
05 5	Crude rubber and allied gums			05	Crude Vegetable Products, Inedible, (except as indicated)
05 6280	Lac				
05 7	Crude medicinal herbs, roots darks, and other plant parts, except U.S.P., N.F. and similar grades				
05 93	Crude cork				
05 94	Loofa Sponges				
06	Fibers, Vegetable and Animal, Unmanufactured (except as indicated) (note inclusion of foreign wool and mohair)			06 1	Cotton
				06 22	Flax (Only Domestic Production)
				06 23	Hemp (Cannabes Sotiva)
				06 5	Wool and related specialty Hair (only domestic production)
07	Coal, Crude Petroleum, and Related Crude Hydrocarbons				
08	Metallic Ores, Tailings, Concentrates and their unrefined Metallic Products				
09	Crude Nonmetallic Minerals, except Coal and Petroleum				
11	Leather				
12	Boot and Shoe Cut Stock and Shoe Findings				

Reconstruction Finance Corporation		*Treasury Procurement Division*		*U. S. Maritime Commission*
27	Nonmetallic Mineral Basic Products—Chiefly structural (except as indicated)	27 33	Asbestos woven or mould-fiction material, to the extent of automotive parts (principally brake linings and clutch facings).	
		27 92	Pottery Supplies	
		27 93	Ceramic Products	
29	Miscellaneous Basic Materials (except as indicated)	27 94	Rubber Fabricated Materials	
		29 1	Automotive Plastic Parts, also any molded plastic items, elsewhere in 29 2	
		29 91	Button Blanks, Moulds and other parts	
		29 92	Beads, Bugles and Spangles	
		29 95	Artificial Pearl	
31	General Purpose Industrial Machinery & Equipment	31 6	Industrial trucks, tractors, trailers, stackers and accessories	
		31 97	Lubrication equipment—to the extent sold for use in connection with motor vehicles	
32	Electrical Machinery & Apparatus (except as indicated)	32 412	Battery Charging Generators (except Aircraft)	
		32 432	Starting Motors (except Aircraft	
		32 45	Motor Ignition Equipment (except Aircraft)	
		32 514	Plug Fuses	
		32 53	Lamp Sockets	
		32 7	Lamps (except 32 73 Aviation Service Lamps)	
		32 8	Electric appliances, household and commercial	
		32 91	Dry Cell Batteries	
		32 92	Storage Batteries	
33	Special Industry Machinery	33 54	Tire repairing machinery and equipment	
		33 995	Automotive service station equipment	
34	Metal Working Machinery	35	Agricultural Machinery and Implements	
		36	Construction, Mining, Excavating and Related Machinery	
		37	Trucks and Trailers	
		38	Office Machines	
39	Miscellaneous Machinery (except as indicated)	39 11	Home Type Laundry Equipment	
		39 20	Household Sewing Machines	
		39 43	Calculating & Computing Scales	
		39 44	Coin Operated Scales	
		39 45	Spring Scales, Household	
		39 50	Cash Registers	
		39 60	Check Protectograph Machines	
		41 1	Radio Broadcast receivers	
41	Communications Equipment and Electronic Devices (except as indicated)			Ships, Small Watercraft and Marine Propulsion Machinery 41
42	Aircraft			
44	Railroad Transportation Equipment			
		45	Motor Vehicles	
		49	Motor Transportation Equipment	
		51	Plumbing and Heating Equipment	
52	Ice Making and Cold Storage Plant Systems, Commercial Refrigerators and Industrial Refrigeration Units	52 7	Air Conditioning and Refrigerator Equipment (except as indicated)	
	Central Station Air Conditioning Systems	52 92		
	Railroad Signal Fixtures	52 12		
53	Airport, Airway & Seadrome lighting	53 32	Lighting Fixtures (except as indicated)	Marine Fixtures 53 2
53	Train lighting fixtures	53 81		
	Aircraft lighting fixture	53 86		
		54	Furniture & Fixtures	
		55	Photographic Goods and Processed Motion Pictures	
		56	Optical Instruments and Apparatus	

Reconstruction Finance Corporation		*Treasury Procurement Division*		*War Food Administration*	
13	Wood Basic Materials, Except Plywood (except as indicated)	13 91	Cooperage Stock, Fabricated		
		13 92	Rattan, Willow and Bamboo Stock		
		13 94	Box and Crate Shook		
		13 97	Handles		
		14	Pulp, Paper and paper board (except as indicated)		
14	Pulpwood	14 1			
	Paperboard stocks except pulp	14 2			
	Woodpulp	14 3			
	Other pulp	14 4			
	Building paper	14 5			
	Building board	14 6			
15	Textile Basic Fibres	15 2	Textile Basic Manufactures (except as indicated)		
	Curles hair (offfiber to 06.7)	15 66			
	Silk Semi Manufactures	15 71			
	Silk Yarn	15 72			
	Rayon, Nylon, etc. Semi Manufactures	15 81			
	Rayon, Nylon, etc. Yarn	15 82			
	Jute Cordage (except sizes less than ¼" cross sectional diameter)	15 912			
	Soft Fiber Cordage (except sizes less than ¼" cross sectional diameter)	15 913			
	Hard Fiber Cordage and Twine (All)	15 914			
16	Industrial Molasses	16 82		Food and Beverage Basic Materials (except as indicated) 16	
17	Wax, Animal and Vegetable	17 7		Oils, Fats, Waxes and Derivatives, Animal and Vegetable 17	
18	Petroleum and Coal Products (Except Raw Materials for Chemical Industries)	18			
19	Chemicals (except as indicated)	19	Chemicals, to the extent of materials packaged for delivery to retail outlets		
				19 271	Rosins
				19 272	Turpentine
				19 274	Pine Oil
				19 275	Pine Pitch
				19 276	Pine Tar
	Iron	21			
	Steel (except as indicated)	22	Barbed and twisted wire		
	Ferro and Nonferrous Additive Alloys	23			
	Nonferrous Metals	24			
25	Fabricated Metal Basic Products (except as indicated)	25 42	Truck Tanks	U. S. Maritime Commission	
		25 51	Builders' Basic Hardware	Marine Basic Hardware 25 53	
		25 54	Motor Vehicle Hardware	Power Boilers Marine 25 31	
		25 56	Castell Hardware		
		25 57	Curtain Rod Hardware		
		25 58	Trunk & Luggage Hardware		
		25 59	Misc. Basic Hardware		
		25 61	Automotive Vehicle Bodies		
		25 64	Combat Vehicle Bodies		
		25 75	Insect Screening		
		25 77	Woven Wire Fencing		
		25 78	Wire Nails, Tacks & Staples		
		25 7901	Wire Springs		
		25 7902	Wire Chain		
		25 7903	Chain Link Fencing		
		25 91	Wire Hooks		
		25 94	Chain and Attachments		
		25 98	Bolts, Nuts, Screws, Rivets, Etc.		
		25 99	Cut Nails, Tacks & Spikes		
		26 3	Misc. Fabricated Products		
26	Nonmetallic Mineral Basic Products—Chiefly Structural (except as indicated)		Glass Basic Products		
27	Nonmetallic Mineral Basic Products—Chiefly Nonstructural (except as indicated)	27 1	Glass Basic Products, except 3 items: 27 1431 Railroad 27 152 Radio tubes (glass only) 27 16 Insulators		
		27 [illegible]	Abrasives, Natural Products, Natural and Synthetic, Manufactured—to the extent the materials are packaged for retail sale or can be considered hand tools		
		27 32	Asbestos and asbestos metallic packing and gaskets, to the extent of automotive parts		

Reconstruction Finance Corporation		*Treasury Procuremen Division*		*U. S. Maritime Commission*	
57	Indicating, Recording and Controlling Instruments and Accessories except watches and clocks (except as indicated)	57 11	Thermometers	57 65	Compasses and accessories (Marine)
		57 14	Heating & Ventilating controls and accessories	57 66	Azimuths Sextants and Octants
		57 86	Taximeters and Parking meters	57 691	Taff Rail Logs
		57 341	Household refrigeration controls		
		58	Professional and Scientific Instruments and Apparatus	*War Food Administration*	
59	Miscellaneous Equipment (except as indicated)			61	Food, Manufactured
				62	Feed Manufactured
				63	Beverages and Ice
				64	Tobacco Manufactures
				65 481	Marine liver oil, derivatives, and preparations, except Marine liver oil Concentrates in Solution, m.g.
				65 68	Vitamins, Vitamin-Active Compounds and Preparations containing one and more than one Vitamin, m.g.
59 15	Hazard measuring devices				
59 18	Machine guards				
59 20	Water purification equipment except 59, 241, Home water softeners				
59 55	Sprinkler System Components				
59 77	Railroad Signal Controls				
65	Drugs, and Medicines, to the extent that they are not prepared or packaged for sale to retail outlets or institutions. (Bulk unfinished drugs and medicines requiring processing or packaging not ordinarily done by a wholesale or retail store). (except as indicated)	65	Drugs and Medicines (except as indicated)		
		66	Toiletries, cosmetics, soap, and household chemical preparations		
		67	Apparel, except footwear		
		68	Footwear		
		69	Fabricated Textile Products except apparel		
		71	End Products of Leather except apparel, Footwear and luggage		
		72	Converted Paper Products and Pulp Goods		
		73	Products of Printing and Publishing Industries	*U. S. Maritime Commission*	
		74	Rubber End Products		
		75	End Products of Metal Industries	75 953	Cargo nets, wire rope
		76	Finished Wood Products, except Furniture & Millwork (except as indicated)	75 954	Wire rope slings
76 61	Lasts for boots and shoes				
76 62	Last sole patterns	77	End Products of Glass, Clay & Stone		
		79	Miscellaneous End Products of Manufacturing Industries		
		81	Small Arms & Components		
		83	Small Arms Ammunition and Specifically adapted Components		

§ 807.905 *Surplus War Property Administration report forms—(a) Form SWPA–1.*

[7-905.1] Form SWPA-1.

Form SWPA-1, 1 May 1944
Form approved Budget
Bureau No. 16-R001

Date of report.....
Page No. ..... Of....

UNITED STATES OF AMERICA

SURPLUS WAR PROPERTY ADMINISTRATION

REPORT OF SURPLUS PROPERTY

To	Name and address of regional office of disposal agency, including street, city, zone, and state	Disposal agency No.	Standard commodity classification code No. Group
From	Name and address of reporting office, including street, city, zone, and state	Reporting agency No.	Total cost of this report
Location	Custodian and address at which property is located	Signature and title of authorized reporting official	

Line number (A)	Description (B)	St'd commodity class (C)	Condition (D)	Unit (E)	Number of units (F)	Unit cost (G)	Total cost (H)

(Instructions Appearing on Reverse of Form SWPA–1)

INSTRUCTIONS FOR PREPARATION OF REPORT OF SURPLUS PROPERTY, FORMS SWPA–1 AND SWPA-1(a)

The property listed on any one report will be confined to property at a single location, to be reported to one disposal agency, and classified in a single major group (two digits) of Standard Commodity Classification (Government Printing Office, May 1943 and February 1944).

If used to report withdrawals, the word "Withdrawal" will be entered conspicuously at top and right-hand margin of each Form.

From—Include department, bureau, or similar subdivision. Also, if different from reporting office, state agent or office and address to which shipping instructions should be sent.

Location—Include title or other identification of property custodian.

Standard Commodity Classification Code No.—Enter the code number (two digits) for the major group of Standard Commodity Classification covered by the report.

Line No.—Enter consecutive numbers (starting with "1" on each page) for each property item listed.

Description—Describe each item in commercial terms in sufficient detail for transfer or sale purposes, including customary trade specifications and descriptions used in purchasing. Descriptions of much length should be written straight across columns (b) to (h) inclusive; entries in all columns shall be clearly identifiable with the related line number (property item). See separate instructions.

Leave a blank line space across all columns between successive line numbers or property items.

Standard Commodity Classification, Column (c)—Detailed classification code will be entered by reporting agency when it determines that such procedure is most practicable. In all other cases, the detailed code will be entered by the disposal agency.

Condition—Indicate condition of property as prescribed by separate instructions.

Unit—Indicate unit of measure for container, package, or other customary sales unit, such as, each, doz., ft., bbl., etc. Distinguish between long, short, and metric tons. Standard, clearly understandable abbreviations may be used.

Unit cost—Estimate cost when actual cost is not known. Estimated unit costs will be indicated by the prefix (E). In case of machine tools, other metal working machinery, and production equipment, enter unit costs f. o. b. manufacturer or vendor.

(b) *Form SWPA–1 (A).*

Form SWPA-1(A), 1 May 1944
Form approved Budget Bureau No. 16-R001

Reporting Agency No. ____
Disposal Agency No. ____

Page No. ____ Of ____

UNITED STATES OF AMERICA

SURPLUS WAR PROPERTY ADMINISTRATION

REPORT OF SURPLUS PROPERTY

(Continuation Sheet)

Line number (A)	Description (B)	St'd commodity class (C)	Condition (D)	Unit (E)	Number of units (F)	Unit cost (G)	Total cost (H)

(c) *Instructions covering preparation of report of surplus property.* Instructions covering preparation of report of surplus property as published in Exhibit III to Regulation No. 1 of the Surplus War Property Administration are set forth below with certain bracketed matter supplied:

FORMS TO BE USED IN REPORTING PERSONAL PROPERTY

1. The "Report of Surplus Property" (Forms SWPA–1 and SWPA–1 (A)) will be used as follows for reporting surplus personal property to the designated disposal agencies:

GENERAL INSTRUCTIONS

2. As the actual schedule of personal property items reported "Surplus" by reporting agency.

3. As the "cover-transmittal" sheet (block headings of Form SWPA–1 should be filled in as prescribed below) for supporting schedules prepared by means of mechanical accounting when the mechanical accounting form has been approved by the Surplus War Property Administrator. In such cases, the columnar arrangement and design of the mechanical type of forms shall correspond generally with Form SWPA–1.

4. As the "cover-transmittal" sheet (block headings of Form SWPA–1 should be filled in so far as possible) for reporting personal property surplus as the result of terminated contracts on "contract termination inventory sheets" when such sheets meet all of the following requirements:

(a) Contain all descriptive and other data required by this regulation in columns "a" through "h" of Form SWPA–1;

(b) Have been previously approved as to form for use as supporting schedules by the Surplus War Property Administrator [The Surplus War Property Administrator has approved War Department Termination Inventory Schedules C–1, C–2 and C–3 (W. D. A. G. O. Forms Nos. 247, 248 and 249) for use as supporting schedules. Accordingly, surplus termination inventory may be reported on these forms under cover of a Form SWPA–1, on which the block headings have been filled in];

(c) Duplicate copies are submitted to the disposal agency;

(d) The total number of lines for property items reported as surplus on the "contract termination inventory sheets" (after lining out or otherwise deleting from such sheets any items disposed of by reason of contract settlements or otherwise) are stated on the covering Form SWPA–1.

5. The property listed on any one report shall be confined to property at a single location, to be reported to one disposal agency, and classified in a single major group (two digits) of Standard Commodity Classification (Government Printing Office, May 1943 and February 1944) [The Surplus War Property Administrator has authorized the War Department—

(a) To report all surplus termination inventory to Reconstruction Finance Corporation;

(b) To include in a single report all surplus property comprised in a single termination inventory at a single location. Separate reports need not be submitted for each major group of the Standard Commodity Classification;

(c) To include in a single report all surplus property at a single location to be reported to United States Maritime Commission and War Food Administration, respectively. Separate reports need not be submitted for each major group of the Standard Commodity Classification.

In case of surplus property other than termination inventory to be reported to Reconstruction Finance Corporation or Procurement Division, Treasury Department, separate reports will be submitted for each major group where the property falls into more than one major group of the Standard Commodity Classification].

6. The "Report of Surplus Property" (and any supporting schedules) will be submitted in duplicate to the appropriate office of the designated disposal agency, for the region in which the property is located or other designated office listed in Exhibit II. [See §§ 807.906 to 807.908 for addresses of Regional Offices of Disposal Agencies. As an interim procedure, reports to Treasury Procurement Division will be submitted in triplicate, until further notice.]

7. When Form SWPA–1 is used as the actual schedule of property (as in 2 above), "continuation sheets" Form SWPA–1 (A) will be used for all pages except the first page.

8. *Withdrawals:* An owning agency will report the withdrawal of property which it has previously reported as surplus by forwarding duplicate copies of complete (all blocks and columns filled in as when previously reported) Forms SWPA–1 and SWPA–1 (A) for such property withdrawn, the word "Withdrawal" will be entered conspicuously at the top and right-hand margin of such forms.

BLOCK AND COLUMN INSTRUCTIONS

To—State the name and address (including street, city, zone and state) of the office of the disposal agency to which the property is being reported.

Disposal Agency Number—For use by disposal agency only.

From—State the name and address (including street number, city, zone and state) of the office at which the report was prepared. Always show department, bureau, office or other similar sub-division involved. Also, if different, state agent or office and address to which shipping instructions should be sent.

Location—State the address (including street number, city, zone and state) at which the property is located and the title or other identification of the property custodian.

Authorized Reporting Official—The signature of the reporting officer approving the report of surplus property shall appear in this space on the original form and his typewritten name on all copies of the form.

Title—Enter the title of the "authorized reporting official" described above.

Reporting Agency Number—Enter the report number assigned by the reporting agency to identify each report. [War Department reports will be numbered as follows: station identification number of field installation having jurisdiction of the property, followed by letter symbol of technical service, followed by serial number of report.]

Standard Commodity Classification Code No.—Enter the code number (two digits) for the major group of Standard Commodity Classification covered by the report.

Page No. of—To identify each page and state local number of pages in each report.

Report Date—Enter date report is forwarded to disposal agency.

Total Cost This Report—The sum of all amounts in column "h" (total cost) of all pages of the report (and supporting schedules) will be determined and entered in this block.

(a) *Line No.*—Enter consecutive numbers (starting with "1" on each page) for each property item listed.

(b) *Description*—Describe each item in commercial terms, in sufficient detail for transfer or sale purposes, including customary trade specifications and descriptions ordinarily used in purchasing. When possible, include manufacturer's or vendor's catalog and catalog stock number.

State reporting agency's stock number in all cases where recorded in stock accounting records.

To the extent applicable, state color and brand. Also describe exactly the type of any containers or packages and the quantities in each.

In case of machine tools, other metal-working machinery and production equipment, give date of initial use, if possible, or approximate length of time of use; also show characteristics as follows:

(1) Type of machine, serial number and year built; (2) Maker's designation, work size capacity; (3) State if machine is complete with standard equipment as furnished by the manufacturer, and describe any extra attachments, special features, or mechanisms; (4) Power and type of drive (if electric, give particulars of motor, starter, including horsepower, voltage and all other current characteristics.)

All descriptions of much length should be written straight across columns (b) to (h) inclusive, making sure that the entries in all columns are clearly identifiable with the particular line number (property item). Leave a blank line space between line numbers (for use of disposal agency).

(c) ***Standard Commodity Classification***—The detailed classification code numbers for each item according to the Standard Commodity Classification (Gov't. Printing Office, May 1943 and February 1944) will be entered by the reporting agency when it determines that such procedure is most practicable. In all other cases, the detailed code numbers will be entered by the disposal agency.

(d) *Condition*—Indicate condition of property by the following letter-number code.

Code	*Means:*
N	New
E	Used-reconditioned
O	Used-usable without repairs
R	Used-repairs required
X	Items of no further value for use as originally intended, but of possible value other than as scrap.
1	Excellent
2	Good
3	Fair
4	Poor

Except in case of code X, a letter-number combination must always be used to describe condition: For example: N1 (that is, new and in excellent condition); R3 (that is, used, minor repairs required).

(e) *Unit*—Indicate unit of measure for the container, package or other applicable customary sales unit, such as each, pounds, tons, dozen, gross, thousand, ream, bushel, feet, etc. Distinguish between long, short and metric tons. Standard, clearly understandable abbreviations may be used.

(f) *No. of Unit*—Specify the quantities of each item reported surplus in terms of the "Unit" used in "e" above.

(g) *Unit Cost*—Estimated cost when actual cost is not known. Estimated unit costs shall be indicated by the prefix (E). In case of machine tools, other metal-working machinery and production equipment, enter unit cost F.O.B. manufacturer or vendor to owning agency.

(h) *Total Cost*—Compute total cost, i. e., "No. of Units" multiplied by "Unit Cost" equals "Total Cost."

ACKNOWLEDGMENT OF RECEIPT

The receipt of each "Report of Surplus" by the disposal agency will be acknowledged to the reporting office, e.g., by a post card notice stating the reporting agency's number, date of report, and the disposal agency's number.

§ 807.906 *Regional Offices of War Food Administration.*

NORTHEAST REGION:

Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, West Virginia. Regional Director, War Food Administration, 150 Broadway, New York 7, New York (Mr. Francis D. Cronin).

SOUTHERN REGION:

Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee, Virginia. Regional Director, War Food Administration, Western Union Building, Atlanta 3, Georgia (Col. James H. Palmer).

SOUTHWEST REGION:

Arkansas, Colorado, Kansas, Louisiana, New Mexico, Oklahoma, Texas. Regional Director, War Food Administration, 425 Wilson Building, Dallas 1, Texas (Mr. L. J. Cappleman).

MIDWEST REGION:

Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin. Regional Director, War Food Administration, Room 1714, 5 So. Wabash Avenue, Chicago 3, Illinois (Mr. E. O. Pollock).

WESTERN REGION:

Arizona, California, Idaho, Nevada, Montana, Oregon, Utah, Washington, Wyoming, Territory of Hawaii. Regional Director, War Food Administration, 821 Market Street, San Francisco 3, Calif. (Mr. Buell Maben).

§ 807.907 *Regional Offices of Reconstruction Finance Corporation.*

ATLANTA REGION

Georgia, Alabama, Tennessee, Florida. Regional Manager, Reconstruction Finance Corporation, Healey Building, Atlanta 3, Ga. (Mr. M. E. Everett, Manager).

BOSTON REGION

Maine, New Hampshire, Vermont. Regional Manager, Reconstruction Finance Corporation, 40 Broad Street, Boston 9, Massachusetts (Mr. John J. Hagerty, Manager).

CHARLOTTE REGION

North Carolina, South Carolina. Regional Manager, Reconstruction Finance Corporation, Wilson Building, 109 West Third Street, Charlotte 1, North Carolina (Mr. John A. Campbell, Jr., Manager).

CHICAGO REGION

Illinois, Indiana, Iowa. Regional Manager, Reconstruction Finance Corporation, 208 South LaSalle Street, Chicago 4, Illinois (Mr. B. A. Mattingly, Manager).

CLEVELAND REGION

Ohio, West Virginia. Regional Manager, Reconstruction Finance Corporation, Federal Reserve Bank Building, Cleveland 1, Ohio (Mr. J. A. Fraser, Manager).

DALLAS REGION

Northern and Western Texas including counties of Andrews, Archer, Armstrong, Bailey, Baylor, Bell, Borden, Bosque, Bowie, Briscoe, Brown, Burnet, Callahan, Camp, Carson, Cass, Castro, Childress, Clay, Cochran, Coke, Coleman, Collin, Collingsworth, Comanche, Concho, Cooke, Coryell, Cottle, Crane, Crockett, Crosby, Culbertson, Dallam, Dallas, Dawson, Deaf Smith, Delta, Denton, Dickens, Donley, Eastland, Ector, Ellis, El Paso, Erath, Falls, Fannin, Fisher, Floyd, Foard, Franklin, Freestone, Gaines, Garza, Glasscock, Gray, Grayson, Gregg, Hale, Hall, Hamilton, Hansford, Hardeman, Harrison, Hartley, Haskell, Hemphill, Henderson, Hill, Hockley, Hood, Hopkins, Howard, Hudspeth, Hunt, Hutchinson, Irion, Jack, Jeff Davis, Johnson, Jones, Kaufman, Kent, King, Knox, Lamar, Lamb, Lampasas, Leon, Limestone, Lipscomb, Loving, Lubbock, Lynn, McCulloch, McLennan, Marion, Martin, Menard, Midland, Milam, Mills, Mitchell, Montague, Moore, Morris, Motley, Navarro, Nolan, Ochiltree, Oldham, Palo Pinto, Panola, Parker, Parmer, Pecos, Potter, Rains, Randall, Reagan, Red River, Reeves, Roberts, Robertson, Rockwall, Runnels, Rusk, San Saba, Schleicher, Scurry, Shackelford, Sherman, Smith, Somervell, Stephens, Sterling, Stonewall, Sutton, Swisher, Tarrant, Taylor, Terry, Throckmorton, Titus, Tom Green, Upshur, Upton, Van Zandt, Ward, Wheeler, Wichita, Winkler, Wilbarger, Williamson, Wise, Wood, Yoakum, Young. Regional Manager, Reconstruction Finance Corporation, Cotton Exchange Building, Dallas 1, Texas (Mr. L. B. Glidden, Manager).

DENVER REGION

Colorado, New Mexico. Regional Manager, Reconstruction Finance Corporation, Boston Building, Denver 2, Colorado, (Mr. Ross L. Hudson).

DETROIT REGION

Michigan, except upper peninsula. Regional Manager, Reconstruction Finance Corporation, 607 Shelby Street, Detroit 26, Michigan, (Mr. Arthur J. Fushman).

HOUSTON REGION

Southeastern Texas, including counties of Anderson, Angelina, Austin, Bastrop, Brazoria, Brazos, Burleson, Calhoun, Chambers, Cherokee, Colorado, Fayette, Fort Bend, Galveston, Grimes, Hardin, Harris, Houston, Jackson, Jasper, Jefferson, Lavaca, Lee, Liberty, Madison, Matagorda, Montgomery, Nacogdoches, Newton, Orange, Polk, Refugio, Sabine, San Augustine, San Jacinto, Shelby, Trinity, Tyler, Victoria, Walker, Waller, Washington, Wharton. Regional Manager, Reconstruction Finance Corporation, Rusk Building, 723 Main Street, Houston 2, Texas, (Mr. W. Y. Phillips).

KANSAS CITY REGION

Kansas, Oklahoma. Regional Manager, Reconstruction Finance Corporation, Federal Reserve Bank Bldg., Kansas City 6, Missouri, (Mr. Albert L. Strong).

LOS ANGELES REGION

Arizona, Southern California, including counties of Imperial, Inyo, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, Ventura. Regional Manager, Reconstruction Finance Corporation, Pacific Mutual Bldg., Los Angeles 14, California (Mr. Hector C. Haight).

MINNEAPOLIS REGION

Minnesota, Wisconsin, North Dakota, South Dakota. Regional Manager, Reconstruction Finance Corporation, McKnight Bldg., Minneapolis 1, Minnesota (Mr. China R. Clarke).

NEW ORLEANS REGION

Louisiana, Mississippi. Regional Manager, Reconstruction Finance Corporation, Union Building, 837 Gravier Street, New Orleans 12, Louisiana (Mr. George W. Robertson).

NEW YORK REGION

New York, New Jersey. Regional Manager, Reconstruction Finance Corporation, Federal Reserve Bank Bldg., 33 Liberty Street, New York 5, New York (Mr. Thomas J. Ahearn, Jr.).

OMAHA REGION

Wyoming, Nebraska. Regional Manager, Reconstruction Finance Corporation, Woodman of the World Bldg., Omaha 2, Nebraska (Mr. Herbert S. Daniel).

PHILADELPHIA REGION

Pennsylvania, Delaware. Regional Manager, Reconstruction Finance Corporation, 1528 Walnut Street, Philadelphia 2, Pennsylvania (Mr. E. Raymond Scott).

PORTLAND REGION

Washington, Idaho, Montana, Oregon. Regional Manager, Reconstruction Finance Corporation, Pittock Bldg., Portland 5, Oregon (Mr. William Kennedy).

RICHMOND REGION

Maryland, Virginia, Washington, D. C. Regional Manager, Reconstruction Finance Corporation, Richmond Trust Bldg., 7th and Main Streets, Richmond 19, Virginia (Mr. W. B. Cloe).

ST. LOUIS REGION

Missouri, Kentucky, Arkansas. Regional Manager, Reconstruction Finance Corporation, Landreth Bldg., 320 North Fourth St., St. Louis 2, Missouri (Mr. B. Glenn Culledge).

SAN ANTONIO REGION

Southern Texas, including the counties of Arkansas, Atascosa, Bandera, Bee, Bexar, Blanco, Brewster, Brooks, Caldwell, Cameron, Comal, DeWitt, Dimmit, Duval, Edwards, Frio, Gillespie, Goliad, Gonzales, Gaudalupe, Hayes, Hidalgo, Jim Hogg, Jim Wells, Karnes, Kendell, Kenedy, Kerr, Kimble, Kinney, Kleburg, La Salle, Live Oak, Llano, McMullen, Mason, Maverick, Medina, Nueces, Presidio, Real, San Patricio, Starr, Terrell, Travis, Uvalde, Van Verde, Webb, Willacy, Wilson, Zapata, Zavalla, Regional Manager, Reconstruction Finance Corporation, Alamo National Building, San Antonio 5, Texas (Mr. L. C. Andrews).

SAN FRANCISCO REGION

Nevada, Northern California including the counties of Alameda, Alpine, Amador, Butte,

Calaveras, Colusa, Contra Costa, Del Norte, Eldorado, Fresno, Glenn, Humboldt, Kern, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Clara, Santa Cruz, Shasta, Siskiyou, Solano, Sonomo, Stanislaus, Sutter, Tehama, Trinity, Tulard, Tuolumne, Yolo, Yoba. Regional Manager, Reconstruction Finance Corporation, 200 Bush Street, San Francisco 4, California (Mr. John S. McCullough).

SALT LAKE CITY REGION

Utah. Regional Manager, Reconstruction Finance Corporation, Dooley Building, Salt Lake City 1, Utah (Mr. Gerald L. Leaver).

§ 807.908 *Regional Offices of Procurement Division, Treasury Department.*

REGION I

Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont. Regional Director, Procurement Division, U. S. Treasury Department, Park Square Building, Boston 16, Massachusetts (Mr. Donald A. Mackay, Phone: Hubbard 2870).

REGION II

Pennsylvania, New Jersey, New York. Regional Director, Procurement Division, U. S. Treasury Department, 76 Ninth Avenue, New York 11, New York (Mr. F. S. Albrecht, Phone: Chelsea 3-8050).

REGION III

District of Columbia, Delaware, Maryland, North Carolina, Virginia. Regional Director, Procurement Division, U. S. Treasury Department, 1229–20th Street, N. W., Washington 25, D. C. (Mr. J. J. Connor, Phone: Executive 6400, Exts. 5035 and 5036).

REGION IV

Indiana, Kentucky, Ohio, West Virginia. Regional Director, Procurment Division, U. S. Treasury Department, Faller Bldg., 8th & Walnut Streets, Cincinnati 14, Ohio (Mr. J. H. Little, Phone: Parkway 7160).

REGION V

Illinois, Michigan, Minnesota, North Dakota, South Dakota, Wisconsin. Regional Director, Procurement Division, U. S. Treasury Department, Rm. 300, 209 S. LaSalle St., Chicago 4, Illinois (Mr. F. A. Mapes, Phone: Delaware 8800).

REGION VI

Alabama, Florida, Georgia, Mississippi, South Carolina, Tennessee. Regional Director, Procurement Division, U. S. Treasury Department, 10 Forsyth Street Building, Atlanta 3, Georgia (Mr. John D. Tompkins, Phone: Walnut 5081).

REGION VII

Arkansas, Louisiana, Oklahoma, Texas. Regional Director, Procurement Division, U. S. Treasury Department, 609 Neil P. Anderson Building, Fort Worth 2, Texas (Mr. Hamilton Morton, Phone: 2-1287).

REGION VIII

Iowa, Kansas, Missouri, Nebraska. Regional Director, Procurement Division, U. S. Treasury Department, 2605 Walnut Street, Kansas City 2, Missouri (Mr. W. B. Edgar, Phone: Westport 4903).

REGION IX

Colorado, New Mexico, Utah, Wyoming. Regional Director, Procurement Division, U. S. Treasury Department, 7th Fl., Exchange Building, 1030—15 Street, Denver 2, Colorado (Mr. Alden W. Pool, Phone: Keystone 4151).

REGION X

Arizona, California, Nevada. Regional Director, Procurement Division, U. S. Treasury Department, 335 Fell Street, San Francisco 2, California (Mr. Thomas C. Stephens, Phone: Underhill 1922).

REGION XI

Idaho, Oregon, Montana, Washington. Regional Director, Procurement Division, U. S. Treasury Department, 2005 Fifth Avenue, Seattle 1, Washington (Mr. Orrin C. Bradeen, Phone: Main 2782).

§ 807.909 *Stock pile materials.*

Material	Minimum quantity	Specific types and grades
Agar	250 pounds	Medical Department Supply Catalog, Item Nos. 10460, 10460–12, 10460–32, 10460–40, 10460–48, 10460–50, 10460–88, 1K90020, 10460–46 Bulk Agar.
Aluminum ingot	50,000 pounds	Primary or secondary refined metal (99 percent minimum Al).
Antimony	25 short tons	Refined metal, needle antimony, antimony sulfide, antimony ores and concentrates.
Asbestos:		
Rhodesian chrysolite	5 short tons	Commercial grades C & G/1, C & G/2 unfabricated.
South African amosite	5 short tons	Commercial grades B–1, B–3, D–3, 3DM–1 unfabricated.
Bauxite	25 long tons	Commercial grade A.
Beryl	5 short tons	Bery) ore (minimum 8 percent BeO), beryllium oxide, beryllium metal.
Bismuth	5 pounds	Bismuth metal, pharmaceutical compounds.
Cadmium	5 pounds	Metal in sticks, ingots, slabs, ball anodes or other refined forms.
Calcite, optical	100 pounds	Clear, flawless crystals, Minimum 1½" diameter.
Chromite:		
Chemical grade	25 long tons	Commercial ore or concentrates. Dry chromium chemicals.
Metallurgical grade	25 long tons	Ore (42 percent minimum Cr_2O_3, 2.8 minimum Cr/Fe ratio), ferrochromium, chromium metal.
Refractory grade	25 long tons	All commercial grades.
Chalk, English	10 short tons	Any.
Clay, English China	10 short tons	All commercial grades.
Cobalt	2,000 pounds cobalt content	Refined metal, oxide, ores, concentrates, crudes.
Columbite	500 pounds columbite content.	Ore (45 percent minimum Cb_2O_5 Ferrocolumbium).
Copper	25 short tons	All primary copper refinery forms. Ingot and other heavy mill forms. Also cartridge (70–30) brass ingot, mill forms.
Cordage fibers: Manila and sisal	400 pounds or 1 bale	Fiber or new cordage.
Corundum	10,000 pounds	Ore or grain.
Cryolite, natural	25 long tons	Natural ore.
Diamonds, industrial	No minimum	Stones (unset), powder, dust.
Diamond dies	No minimum	Finished dies.
Emery	25 short tons	Ore or grain. Turkish or Greek origin only.
Emetine	100 ounces	Medical Department Supply Catalog, Item Nos. 11720, A 320900, A 320830, A 321000, A 321010. Emetine in bulk.
Ergot	250 pounds	Material in bulk quantities.
Fluorspar: Acid or metallurgical	25 short tons	Commercial grades.
Graphite: Amorphous lump, 97 percent minimum.	5 short tons	Any amorphous lump (97 percent minimum C).
Crystalline fines	25 short tons	Madagascar; or domestic grades A, 1A, and 1B, smaller than 60 mesh.
Flake	5 short tons	Madagascar flake, 60 mesh or larger.
Hyoscine	25 ounces	Hyoscine hydrobromide in bulk or standard packages.
Indium	100 Troy ounces	Metal in refinery forms. Plating salts.
Iodine	2,000 pounds	Crude iodine.
Jewel bearings: Instrument rings, sapphire vees, watch rings, and other instrument and watch jewels.	No minimum	Set or unset.
Kapok	100 pounds	Raw fiber.
Kyanite, Indian	25 short tons	Ore.
Lead	25 short tons	Antimonial, common or corroding grade metal in all refinery forms. Ores and concentrates.
Magnesium ingot	50,000 pounds	Primary or secondary refined metal.
Manganese:		
Battery grade	25 long tons	Commercial battery ore, lump or pulverized battery mixes not acceptable.
Metallurgical grade	25 long tons	Ore (45 percent minimum Mn).
Mercury	10 flasks	Metallic or contained in chemicals.
Mica:		
Muscovite block and film, good stained and better.	No minimum	Commercial grade, larger than 1 square inch.
Muscovite block, stained and lower.	No minimum	Do.
Muscovite splittings	No minimum	Commercial grades, unbonded.
Phlogopite (amber) splittings	No minimum	Do.
Phlogopite (amber) block	No minimum	Commercial grade, larger than 1 square inch.
Molybdenum	10,000 pounds molybdenum content.	Molybdenum concentrates, oxide, calcium molybdate, ferromolybdenum, ammonium molybdate, molybdenum powder.
Monazite	5 short tons	Ore.
Nickel (including Monel)	10,000 pounds nickel content.	Refined metal in any form.
Pepper	1,000 pounds	Commercial grades, ground or unground.
Platinum group metals:		
Iridium	No minimum	Refined iridium or alloys with other platinum group metals. Crudes or semi-refined forms.
Osmium	No minimum	Refined osmium or alloys with other platinum group metals. Crudes or semi-finished forms.
Palladium	No minimum	Refined palladium or alloys with other platinum group metals. Crudes or semi-refined forms.
Platinum	No minimum	Refined platinum or alloys with other platinum group metals. Crudes or semi-refined forms.
Rhodium	No minimum	Refined rhodium or alloys with other platinum group metals. Crudes or semi-refined forms.
Ruthenium	No minimum	Refined ruthenium or alloys with other platinum group metals. Crudes or semi-finished forms.
Quartz crystals: Radio grade	No minimum	Oscillator plates and blanks (active) NBS grades 1, 2, and 3 crude quartz crystals.
Quebracho	5 long tons	Extract in bulk.
Quinidine sulfate	25 ounces	Medical Department Supply Catalog, Item No. 13870, material in bulk.
Quinine	100 ounces	Medical Department Supply Catalog, Item Nos. 13900, 13910, 13900–17, 13900–03, 13900–05, A–717000, A–71650o, A–716600. Quinine sulfate or hydrochloride in bulk.

Material	Minimum quantity	Specific types and grades
Rubber: Crude rubber and natural rubber, latex.	5 long tons	Any.
Rutile	5 short tons	Ore or concentrates.
Sapphire (natural and synthetic)	No minimum	Any suitable for jewel bearings.
Selenium	1,000 pounds	Commercial forms or compounds.
Shellac	10,000 pounds	Bulk shellac of all grades (dry flake).
Strontium, celestite	25 short tons	Ores.
Talc:		
Steatite, block or lava	10 short tons	Quality suitable for electronic tube spacers, minimum 3-pound pieces.
Steatite, ground	5 short tons	Any.
Tantalite	100 pounds tantalite content.	Tantalite ore, potassium tantalum fluoride, tantalum oxide, tantalum metal powder.
Tin	100 pounds	Concentrates. Pig tin.
Tungsten	10,000 pounds tungsten content.	Ores and concentrates (55 percent minimum WO_3), commercial ferrotungsten, tungsten powder.
Vanadium	10,000 pounds vanadium content.	Vanadium oxide (70 percent minimum V_2O_5) ferrovanadium.
Wool	300 pounds	Raw wool, greasy or cleaned.
Zinc	25 short tons	Slab zinc, all grades. Zinc ores and concentrates, zinc oxide.
Zirconium: Baddeleyite and zircon	5 short tons	Ores or concentrates.

(a) *W. D., A. G. O. Form 257.*

STOCKPILE MATERIALS—REQUEST FOR DISPOSITION INSTRUCTIONS

(See instructions below. See also §§ 807.210, 807.603, and 807.909)

1. From: (*Requesting Field Installation*)	2. To: (*Responsible Chief of Service*)	3. Date

Request is made that disposition instructions be obtained for the following lot of material.

4. Material	5. Sub-group	6 Quantity	7. Analysis (state whether an actual analysis or guaranteed max. or min.)	
			Element	% Weight
8. Type or grade	9. Physical form and size			
10. Source of analysis shown in 7	11. Specification purchased under			
12. Original producer or source	13. Condition of material			
14. Present location (city)	15. Kind and condition of packaging			

16. Comments or additional descriptive information

17. Inclosures	18. Name, position, and signature of person preparing report

1ST IND.

19. From (*Chief of Service*)	20. To: The Director, Production Division, Headquarters Army Service Forces. Attn: Chief, Materials Branch.	21. Date	22. Lot No.

Request is made for a determination as to whether subject lot of material is to be held for stockpile or disposed of as surplus.

23. Name, position and signature of person making indorsement for Chief of Service

2ND IND.

24. From: The Director, Production Division, Headquarters Army Service Forces.	25. To: (*Chief of Service*)	26. Date

Person who determines suitability for stockpile will initial proper action and strike out other	Subject lot of material is to be held for stockpile. Action required by § 807.210 (b) (2) will be taken. This form will be returned with 3rd Indorsement completed.
	Subject lot of material is not desired for stockpile. Action required by § 807.210 (b) (3) will be taken. 3rd Indorsement need not be completed.

27. Name, position and signature of person recommending action	28. For the Director, Production Division Chief, Materials Branch

W. D. A. G. O. Form 257. 13 June 1944.

3RD IND.

29. From: (*Chief of Service*)	30. To: the Director, Production Division, Headquarters Army Service Forces. Attn: Chief, Materials Branch.	31. Date

Subject lot of material has been placed in permanent storage as directed by 2nd Indorsement. The following refers to permanent storage location. Any necessary future movement will be similarly reported. Material will not be disposed of without authorization.

32. Name and location of storage point	33. How stored
34. Custodian	35. Kind and condition of packaging

36. Name, position and signature of person making indorsement for Chief of Service

INSTRUCTIONS

A separate request will be filed for each lot of material. A lot is defined as any quantity to which the same analysis or other measure of quality applies. Report all material at a given location if the total of all lots at that location equals or exceeds the minimum shown in § 807.909.

In completing items 4 thru 16, any available Government records, or contractor's or supplier's records made available to the Government, will be referred to in order that the information will be as complete and specific as possible. A proper determination of suitability for stockpiling will depend upon having specific information. No actual analysis or other tests, other than visual inspection, need be carried out in order to complete the information.

The following instructions refer to the corresponding items in the request form and indorsements thereto:

4 and 5—Use terminology as in § 807.909, col. 1. Leave 5 blank if not applicable.

6—State quantity of lot in commercial unit and show unit. State whether quantity applies to the gross weight or to the contained weight of the material named in 4.

7—Show an actual analysis of record, or a guaranteed analysis, if available, and state which. If none available, so state.

8—Where 4 is generic term, show here the commercial name of the actual subject material. i. e. where 4 is "vanadium", 8 might be "fused black vanadium oxide" or "ferrovanadium".

10—Quote the source of authority for the analysis shown in 7.

11—Where 7 is not available, show a recognized specification under which the material was purchased.

17—Inclose any inspection records or other documents which would add to the information shown in 4 thru 16.

22—The chief of service will serial number, upon receipt, all lots of a given material and sub-group handled thru his office, regardless of the originating field installation. This will be used for reference in any necessary separate communications.

33—State whether stored in the open (and if so, whether on the ground or on a pavement), in an open shed or in an enclosed building. State also, where applicable, any precautions taken to prevent loss or damage by the elements.

34—Responsible War Department Office or Officer.

35—Repeat item 15 unless material has been packed or repacked or unless condition of packages has changed.

Three copies of each request will be sent by the requesting field installation to the responsible Chief of Service. After completing 1st indorsement, Chief of Service will forward two copies to the Director, Production Division, Headquarters Army Service Forces.

§ 807.910 *Monthly report of redistribution and disposal of excess and surplus serviceable property.*

BY	REDISTRIBUTION AND DISPOSAL OF SERVICEABLE PROPERTY EXCESS AND SURPLUS	CONTROL APPROVAL SYMBOL BOB-6 / MONTH

Line No.	Status and type of action	Cost	
	Sec. I.—Available excess and surplus		
1.	Available for redistribution and disposal 1st of month		$
2.	Made available during month:		
	A. Military property	$	XXXXXXXXXXXXXXX
	B. Contract termination property		XXXXXXXXXXXXXXX
	C. Other non-military property		XXXXXXXXXXXXXXX
3.	Withdrawn from available excess and surplus:		$
	A. Redistributed within reporting agency	$	XXXXXXXXXXXXXXX
	B. Transfers to war reserve and stockpile		XXXXXXXXXXXXXXX
	C. Transfers to salvage		XXXXXXXXXXXXXXX
4.	Adjustments		$
5.	Balance before disposal (Line 1+2−3±4)		$
	Sec. II.—Disposals during month		*Cost*
6.	Transferred to other War Department components		$
7.	Transferred to Navy Department		$
8.	Transfers to or on order of disposal agencies:		$
	A. Treasury Department	$	XXXXXXXXXXXXXXX
	B. Reconstruction Finance Corporation		XXXXXXXXXXXXXXX
	C. Reconstruction Finance Corporation (aircraft)		XXXXXXXXXXXXXXX
	D. U. S. Maritime Commission		XXXXXXXXXXXXXXX
	E. War Food Administration		XXXXXXXXXXXXXXX
	F. Other Government agencies		$
9.	Sales by CPFF Contractors (excluding scrap)		$
10.	Direct sales by War Department		$
11.	Other disposals		$
12.	Total disposals (Lines 6 through 11)		
13.	Balance available for redistribution or disposal—End of month (line 5−line 12)		$
	Sec. III.—Realization from sales—Govt. owned property		*Amt. realized*
14.	Sales by CPFF contractors (excluding scrap)		$
15.	Direct sales by War Department		$
	Sec. IV.—Other disposal actions	*Reported during month*	*Reported to end of month—not moved*
16.	Surplus property reported to Treasury Department	$	$
17.	Surplus property reported to RFC		
18.	Surplus property reported to RFC (aircraft)		
19.	Surplus property reported to U. S. Maritime Commission		
20.	Surplus property reported to War Food Administration		
21.	Surplus property reported to other disposal agencies		
22.	Total (lines 16 through 21)	$	XXXXXXXXXXXXXXX
23.	Property declared surplus during month		
	Sec. V.—Actions on contractor owned term. inventories	*Cost*	*Realization*
24.	Inventory on hand 1st of month	$	XXXXXXXXXXXXXXX
25.	Inventories reported during month	$	XXXXXXXXXXXXXXX
26.	Serviceable property retained or sold by contractor	$	$
27.	Property sold or retained by contractor as scrap	$	$
28.	Title taken by Government	$	XXXXXXXXXXXXXXX
29.	Inventory on hand end of month (line 24+25−26−27−28)	$	XXXXXXXXXXXXXXX

Remarks:

W. D. A. G. O., Form No. 256

(a) *Instructions as to monthly report of redistribution and disposal of excess and surplus serviceable property.* There are set forth in the succeeding subparagraphs instructions with respect to the information to be contained on the various lines of the report form. Subparagraph (*I–1*) contains instructions with respect to section I, line 1. Subparagraph (*H–2*) contains instructions with respect to section II, line 2, etc.

(*I–1*) Enter the cost of excess and surplus serviceable property of all types on hand at the beginning of the month available for redistribution and disposal. This figure will be identical with that reported on line 13 of the report for the preceding month.

(*I–2*) Enter the cost of additional excess and surplus property made available for redistribution or disposal during the month, subdivided as to: (a) Military property; (b) Contract termination property; (c) Other nonmilitary property. Such subdivisions will be made in accordance with the following definitions:

(a) Military property to be reported by technical services of the Army Service Forces will include (1) items in excess of the established U. S. redistribution and disposal level (see sec. II, ASF Cir. 67, 1944 as amended by sec. VIII, ASF Cir. 132, and sec. VIII, ASF Cir. 169, 1944); (2) all other items processed as surplus and excess even though not over the established U. S. redistribution and disposal level, including those authorized by section I, ASF Circular No. 67, 1944, as amended by section VII, ASF Circular No. 132, 1944; (3) nonstandard commercial property declared surplus by depot commanders and not yet disposed of (sec. II, ASF Cir. 101, 1944). Military property to be reported by service commands includes all excess property available for redistribution by the service command, and all surplus property which has been declared surplus by the commanding general of the service command (sec. II, ASF Cir. 101).

(b) Contract termination property will include Government-owned property made available for redistribution or disposal due to contract termination, including (1) Government free issue and Government furnished equipment on fixed price contracts; (2) property made available under terminated CPFF contracts; and (3) that portion of contractor-owned property to which title has been taken by the Government (see line V-28).

(c) Other nonmilitary property will consist of that which becomes excess or surplus for other reasons and from other sources.

(*I–3*) Enter the cost of property withdrawn from available excess and surplus serviceable property during the month for the following reasons: (a) Redistributed within the reporting agency; (b) transfers to war reserve and stockpile; (c) transfers to salvage. Such subdivisions will be made in accordance with the following definitions:

(a) Property redistributed within the reporting technical service or service command during the month.

(b) Military property transferred to war reserve during the month in accordance with section VIII, ASF Circular No. 132, 1944, the cost of nonmilitary property transferred to war reserve in accordance with procedures prescribed by the Commanding General, Army Service Forces (Production Division).

(c) The cost of property (previously included as serviceable property) transferred to salvage officers for disposal.

(*I–4*) Enter any adjustment made necessary by errors in previously reported figures which are required to correct the amount shown as available for disposal on line 5. Explain such adjustments on the back of the report or on an attached sheet.

(*I–5*) Enter the balance before disposal—that is, line 1 plus line 2 minus line 3, plus or minus any adjustments shown on line 4. This represents the estimated cost of property available for disposal outside of the reporting agency.

(*II–6*) Enter the cost of property transferred during the month to other services as a result of circularization of items of military property (sec. I, ASF Cir. 67), and the cost of contract termination inventory and other nonmilitary property transferred to other services (§ 807.308).

(*II–7*) Enter the cost of property transferred during the month to the Navy Department.

(*II–8*) Enter the cost of property transferred during the month to or upon order of a disposal agency. This will include only the cost of property actually transferred, and will not include the cost of property reported to disposal agencies but awaiting disposal. Cost of transfers will be segregated by agency.

(*II–9*) Enter the cost of serviceable property sold or retained by CPFF contractors during the month.

(*II–10*) Enter the cost of all excess or surplus serviceable property sold by the reporting service.

(*II–11*) Enter cost of all excess or surplus serviceable property disposed of by any means other than those covered by the preceding lines. Explain nature of such transactions on the back of the report or on an attached sheet. Property transferred to other government agencies should be listed by agency both as to cost and realization, if any.

(*II–12*) Enter costs of excess or surplus property disposed of during the month (line 6 through 11).

(*II–13*) Enter the balance available for disposal at the end of the month (line 5 minus line 12).

(*III–14*) Enter the receipts from sales or retentions of serviceable property by CPFF contractors, the costs of which appear on line 9.

(*III–15*) Enter the receipts from sales of property by the War Department, the costs of which appear on line 10.

(*IV–16 to 21*) Enter the costs of surplus property reported to the named disposal agency during the month, and the cost of property on hand at the end of the month which has been reported to the disposal agency but not moved. The latter figure will include the cost of property reported in previous months as well as that reported during the current month.

(*IV–22*) Enter total of lines 16 through 21.

(*IV–23*) Enter the cost of property declared surplus during the month. This will include military property declared surplus either with the approval of the Commanding General, Army Service Forces (Requirements Division), or by authority granted to the chiefs of technical services (see sec. VII, ASF Cir. 132, 1944); military property declared surplus by depot commanders as authorized by section II, ASF Circular No. 101; other military property declared surplus by the commanding generals of service commands and contract termination property deemed surplus in accordance with § 807.209.

(*V–24*) Enter the cost of contractor-owned termination property reported on inventory listings (submitted in conection with contract terminations) which have not been disposed of at the first of the month.

(*V–25*) Enter the cost of contractor-owned property reported on inventory listings in connection with contract terminations during the month.

(*V–26*) Enter the cost of contract termination property sold or retained by the contractor during the month as other than scrap and the realization through disposal credits resulting from such transactions.

(*V–27*) Enter the cost of contract termination property sold or retained by the contractor as scrap and the realization through disposal credits resulting from such transactions.

(*V–28*) Enter the cost of contractor-owned property resulting from contract termination, title to which was taken by the Government during the month.

(*V–29*) Enter balance of contractor-owned property yet to be disposed of (line 24, plus line 25, minus line 26, minus line 27, minus line 28).

[Procurement Reg. 8]

PART 808—FEDERAL, STATE AND LOCAL TAXES

SUBPART A—CONTRACT TAX ARTICLES

NOTE: See §§ 803.357 and 803.358.

SUBPART B—FEDERAL EXCISE TAXES

Sec.
808.801 Table of Federal excise taxes.
808.802 Manufacturers' excise taxes.
808.803 Pistols and revolvers.
808.804 Retailers' excise taxes.
808.805 Tax on transportation of persons.
808.806 Tax on transportation of property.
808.807 Tax on transportation of oil by pipe line.
808.808 Telegraph, telephone, radio and cable facilities.

SUBPART C—EXEMPTIONS FROM FEDERAL EXCISE TAXES

808.810 Exemption from specific Federal excise taxes as to articles sold and services furnished for the use of the United States.
808.811 Exemption based on exportation.
808.812 Exemption from manufacturers' excise taxes of sale of certain supplies and equipment for vessels of war including aircraft.
808.813 Manufacturers' excise taxes; sales for further manufacture.
808.814 Sales under contracts entered into prior to 1 June 1944 and agreements and change orders supplemental thereto.
808.815 Miscellaneous exemptions.
808.816 Effective date of removal of other Governmental exemptions.
808.817 Powers of Secretary of the Treasury to authorize exemption.
808.818 Federal excise taxes not covered by this part.

SUBPART D—TAX EXEMPTION FORMS AND PROCEDURE

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808.821 Standard tax exemption forms.
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808.823 Supply and reports of standard forms.
808.824 Who may execute tax exemption certificates.
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808.826 Tax exemption certificates for issuance by contractors.
808.827 Preparation and execution of exemption certificates.
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SUBPART E—STATE AND LOCAL TAXES

808.831 Applicable tax directives.
808.832 Certificate of non-inclusion of state or local taxes in amount billed to CPFF contractors or subcontractors.
808.833 Tax provisions of purchase orders issued by CPFF contractors and subcontractors.

SUBPART F—COLLECTION AND PAYMENT OF FEDERAL EXCISE TAXES BY THE GOVERNMENT

808.840 General.
808.841 Remittances to contractor.
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808.843 Adjustment of sales price.

SUBPART G—ADJUSTMENTS OF CONTRACTS BECAUSE OF CHANGED FEDERAL EXCISE TAXES

808.850 Excise tax rates increased by Revenue Act of 1943.
808.851 Excise taxes repealed by Revenue Act of 1943.
808.852 Excise taxes repealed by Revenue Act of 1942.
808.853 Contract provisions requiring adjustment by reason of changed Federal excise taxes.
808.854 Adjustments required under standard tax article by reason of increase in rates and repeal of excise taxes.
808.855 Authority of chiefs of technical services with respect to adjustments.
808.856 Situations in which adjustment not required by reason of repeal or increase.
808.857 Adjustments by reason of removal of exemptions by Revenue Act of 1943.
808.858 Tax on transportation of property imposed by Revenue Act of 1942.

APPENDIX—POLICY AS TO CLAIMING EXEMPTION FROM FEDERAL EXCISE TAXES AVAILABLE ON THE PURCHASE OF ARTICLES FOR THE USE OF THE UNITED STATES

808.890 General; scope of Appendix.
808.891 Definition of terms.
808.892 Statutory exemptions.
808.893 Exemption under Treasury Decision 5114.
808.894 When sales deemed for use of United States.
808.895 Special considerations affecting tax exemption of lubricating oil and gasoline.
808.896 Exemption rules as to articles subject to tax under Chapters of Internal Revenue Code other than Chapters 25 or 29.
808.897 Memorandum of policy, effective as of 1 March 1943, as to Federal excise taxes.

SUBPART A—CONTRACT TAX ARTICLES

NOTE: See §§ 803.357 and 803.358 with respect to the standard forms of tax articles.

SUBPART B—FEDERAL EXCISE TAX

§ 808.801 *Table of Federal excise taxes.* The following table lists the Federal excise taxes which are discussed in this part, together with references to the portions of the Internal Revenue Code imposing such taxes, the Treasury Regulations issued with respect to such taxes, and the paragraphs of this part in which such taxes are more particularly described. In addition such table shows the taxes from which exemption is available on and after 1 June 1944 with respect to sales made for the exclusive use of the United States. The table does not show the exemption applying to supplies and equipment for vessels of war, including aircraft, nor other exemptions applying to private as well as Government procurement, as to which see §§ 808.811 and 808.812.

Tax	Reference to Internal Revenue Code and regulations thereunder	Section reference	Exemption of sales to United States on and after 1 June 1944
Manufacturers' excise taxes	Ch. 29, IRC; Regs. 44 and 46	808.802 et seq.	
Tires and inner tubes	Sec. 3400, IRC; Regs. 46, Subpart D.	808.802 (a)	Not exempt (But see Note 1).
Automobiles, buses, trucks, etc.	Sec. 3403, IRC; Regs. 46, Subpart F.	808.802 (b)	Not exempt (But see Note 1).
Radio receiving sets, etc	Sec. 3404, IRC; Regs. 46, Subpart G.	808.802 (c)	Exempt (§ 808.810).
Refrigerators, etc	Sec. 3405, IRC; Regs. 46, Subpart H.	808.802 (d)	Not exempt (But see Note 1).
Sporting goods	Sec. 3406 (a) (1), IRC; Regs. 46, Subpart J.	808.802 (e)	Not exempt (But see Note 1).
Electric, gas or oil appliances	Sec. 3406 (a) (3), IRC; Regs. 46, Subpart L.	808.802 (f)	Not exempt (But see Note 1).
Photographic apparatus	Sec. 3406 (a) (4), IRC; Regs. 46, Subpart M.	808.802 (g)	Not exempt (But see Note 1).
Business and store machines	Sec. 3406 (a) (6), IRC; Regs. 46, Subpart O.	808.802 (h)	Not exempt (But see Note 1).
Electric light bulbs and tubes	Sec. 3406 (a) (10), IRC; Regs. 46, Subpart S.	808.802 (i)	Not exempt (But see Note 1).
Firearms, shells, cartridges	Sec. 3407, IRC; Regs. 46, Subpart I.	808.802 (j)	Exempt (§ 808.810).
Matches	Sec. 3409, IRC; Regs. 44, Subpart F.	808.802 (k)	Not exempt (But see Note 1).
Electrical energy	Sec. 3411, IRC; Regs. 46, Subpart T.	808.802 (l)	Not exempt (But see Note 1).
Gasoline	Sec. 3412, IRC; Regs. 44, Subpart D.	808.802 (m)	Not exempt (But see Note 1).
Lubricating Oils	Sec. 3413, IRC; Regs. 44, Subpart E.	808.802 (n)	Not exempt (But see Note 1).
Pistols and revolvers	Sec. 2700, IRC; Regs. 47	808.803	Exempt (§ 808.810).
Retailers' excise taxes	Ch. 19, IRC; Regs. 51	808.804	
Jewelry	Sec. 2400, IRC; Regs. 51, Subpart D.	808.804 (a)	Not exempt (But see Note 1).
Furs	Sec. 2401, IRC; Regs. 51, Subpart E.	808.804 (b)	Not exempt (But see Note 1).
Toilet preparations	Sec. 2402, IRC; Regs. 51, Subpart F.	808.804 (c)	Not exempt (But see Note 1).
Luggage	Sec. 1651, IRC; Regs	808.804 (d)	Not exempt (But see Note 1).

Tax	Reference to Internal Revenue Code and regulations thereunder	Section reference	Exemption of sales to United States on and after 1 June 1944
Taxes on transportation			
Transportation of persons	Ch. 30, Subch. C, IRC; Regs. 42, Subpart F.	808.805	Exempt as to transportation upon Government transportation requests (§ 808.810).
Transportation of property	Ch. 30, Subch. E, IRC; Regs. 113.	808.806	Exempt as to transportation under Government bills of lading (§ 808.810).
Transportation of oil by pipe line.	Ch. 30, Subch. A, IRC; Regs. 42, Subpart D.	808.807	Not exempt.
Telephone, telegraph, radio and cable facilities.	Ch. 30, Subch. B, IRC; Regs. 42, Subpart E.	808.808	Exempt as to services furnished directly to the United States (§ 808.810).

NOTE 1: Exemption continues as to articles sold after 1 June 1944 pursuant to contracts entered into prior to 1 June 1944 or to any agreements or change orders supplemental to such contracts and bearing the same Government contract number (See § 808.814)

This part does not purport to include all material necessary to a decision as to the scope of any of the Federal excise taxes referred to herein. In cases of doubt, the Treasury Regulations should be consulted. If additional assistance is required, it may be obtained from the Tax Division, Office of The Judge Advocate General, Washington, D. C., if not available within the technical service concerned.

§ 808.802 *Manufacturers' excise taxes.* (Chapter 29, IRC; Regulations 44 and 46; 26 CFR, Cum. Supp., Parts 314 and 316). *Rates:* Various. See following paragraphs.

The manufacturers' excise taxes are set forth below in § 808.802. The tax in each case, unless otherwise specified, is imposed upon articles sold by the manufacturer, producer or importer, and is equivalent to the indicated per cent of the price for which the article is sold. The rates specified are those effective since 1 November 1942, except in the case of the tax on electric light bulbs and tubes (§ 808.802 (i)), the rate of which was changed effective 1 April 1944.

(a) *Tires and inner tubes.* (Sec. 3400, IRC; Regulation 46, Subpart D; 26 CFR, Cum. Supp., 316.30–316.32).

(1) Tires wholly or in part of rubber (exclusive of metal rims or rim bases): 5 cents a pound on total weight.

(2) Inner tubes (for tires) wholly or in part of rubber: 9 cents a pound on total weight.

The term "rubber" includes synthetic and substitute rubber.

(b) *Automobiles, buses, trucks, trailers, motorcycles.* (Sec. 3403, IRC; Regulations 46, Subpart F; 26 CFR, Cum. Supp., 316.50–316.57).

(1) Automobile truck chassis, automobile truck bodies, automobile bus chassis, automobile bus bodies, truck and bus trailer and semitrailer chassis, truck and bus trailer and semitrailer bodies, tractors of the kind chiefly used for highway transportation in combination with a trailer or semitrailer (including in each of the above cases parts or accessories therefor sold on or in connection therewith or with the sale thereof)—5%. A sale of an automobile truck, bus, or truck or bus trailer or semitrailer, shall be considered to be a sale of the chassis and of the body.

(2) Other automobile chassis and bodies, chassis and bodies for trailers or semitrailers suitable for use in connection with passenger automobiles, and motorcycles (including in each case parts or accessories therefor sold on or in connection therewith or with the sale thereof), except tractors—7%. A sale of an automobile, trailer, or semitrailer shall be considered to be a sale of the chassis and of the body.

(3) Parts or accessories (other than tires and inner tubes and other than radios) for any of the articles enumerated in subparagraphs (1) or (2)—5%. Spark plugs, storage batteries, leaf springs, coils, timers, and tire chains, which are suitable for use on or in connection with, or as component parts of, any of the articles enumerated in subparagraphs (1) and (2) shall be considered parts or accessories for such articles, whether or not primarily adapted for such use.

(4) The following items are not subject to this tax:

(i) Motor-driven machines designed and adapted for use in pulling or drawing vehicles around the premises of factories and railway stations, and small trucks for handling baggage and trunks at railway stations, as distinguished from automotive vehicles, including tractors, used on highways and roads. (Sec. 316.50, Regulations 46; 26 CFR, Cum, Supp., 316.50).

(ii) Parts and accessories (which term does not include tires, inner tubes and automobile radios) sold to a manufacturer of articles enumerated in subparagraphs (1) and (2) above, provided an appropriate certificate of the purchaser is given to the seller, stating that the purchaser is a manufacturer of such articles. (Sec. 3403 (c), IRC; Sec. 316.57, Regulations 46; 26 CFR, Cum. Supp., 316.57).

(5) Where a manufacturer sells tax-paid tires, inner tubes and automobile radios on or in connection with or with the sale of automobile trucks, other automobiles, taxable tractors, or motorcycles, he may take appropriate credit against the tax due on his sale. (Sec. 3403 (e), IRC; Sec. 316.54, Regulations 46; 26 CFR, Cum. Supp., 316.54).

(c) *Radio receiving sets, phonographs, phonograph records and musical instruments.* (Sec. 3404, IRC; Regulations 46, Subpart G; 26 CFR, Cum. Supp.; 316.60–316.64). Rate: 10%.

(1) Radio receiving sets, automobile radio receiving sets, combination radio and phonograph set, and phonographs.

(2) Chassis, cabinets, tubes, reproducing units, power packs, antennae of the "built in" type, and phonograph mechanisms, which are suitable for use on or in connection with, or as component parts of, any of the articles enumerated in subparagraph (1), whether or not primarily adapted for such use.

(3) Phonograph records.

(4) Musical instruments.

including in each case, except in the case of musical instruments, parts or accessories therefor sold on or in connection with the sale thereof.

(d) *Refrigerators, refrigerating apparatus and air conditioners.* (Sec. 3405, IRC; Regulations 46, Subpart H; 26 CFR, Cum. Supp., 316.70–316.73). Rate: 10%.

(1) *Refrigerators.* Household type refrigerators (for single or multiple cabinet installations) having, or being primarily designed for use with, a mechanical refrigerating unit operated by electricity, gas, kerosene, or gasoline.

(2) *Refrigerating apparatus.* Cabinets, compressors, condensors, evaporators, expansion units, absorbers, and controls for, or suitable for use as parts of or with, household type refrigerators of the kind described in subparagraph (1) except when sold as component parts of complete refrigerators or refrigerating or cooling apparatus.

(3) *Air-conditioners.* Self-contained air-conditioning units including in each case parts or accessories therefor sold on or in connection with the sale thereof.

(e) *Sporting goods.* (Sec. 3406 (a) (1), IRC; Regulations 46, Subpart J; 26 CFR, Cum. Supp., 316.90–316.91). Rate: 10%.

Badminton nets.
Badminton rackets.[1]
Badminton racket frames.[1]
Badminton racket string.
Badminton shuttlecocks.
Badminton standards.
Baseballs.
Baseball bats.[2]
Baseball body protectors.
Baseball shin guards.
Baseball gloves.
Baseball mitts.
Baseball masks.
Basketballs.
Billiard tables.[3]
Billiard balls (for such tables).
Billiard cues (for such tables).
Bowling balls.
Bowling pins.
Boxing gloves.
Boxing masks.
Boxing head guards.
Boxing ear guards.
Clay pigeons.
Crocket balls.
Cricket bats.
Croquet balls.
Croquet mallets.
Curling stones.
Deck tennis rings.
Deck tennis nets.
Deck tennis posts.
Fencing equipment.
Fishing artificial lures.
Fishing baits.
Fishing creels.
Fishing flies.
Fishing reels.
Fishing rods.
Football harness.
Football helmets.
Golf bags.[3]
Golf balls.
Golf clubs.[4]
Gymnasium equipment.
Gymnasium apparatus.
Hockey balls.
Hockey pucks.
Hockey sticks.[4]
Indoor baseballs.
Indoor baseball bats.[3]
Indoor baseball gloves.
Indoor baseball mitts.
Lacrosse balls.
Lacrosse sticks.
Mass balls.
P lo balls.
Polo mallets.
Pool tables.[3]
Pool balls
Pool cues } for such tables.
Push balls.
Skates.
Skis.
Ski poles.
Snow shoes.
Snow toboggans.
Snow sleds.
Soccer balls.
Softball balls.
Softball bats.[3]
Softball gloves.
Softball mitts.
Squash balls.
Squash rackets.[1]
Squash racket frames.[1]
Squash racket string.
Table tennis balls.
Table tennis nets.
Table tennis paddles.
Table tennis tables.
Tennis balls.
Tennis nets.
Tennis rackets.[1]
Tennis racket frames.[1]
Tennis racket string.
Track hurdles.
Traps for throwing clay pigeons.
Vaulting cross bars.
Vaulting poles.
Vaulting standards.
Volley balls.
Volley nets.
Volley standards.
Water polo balls.
Water polo goals.
Wrestling head harness.

[1] Measuring 22 inches over-all or more in length.
[2] Measuring 26 inches or more in length.
[3] Measuring 45 inches over-all or more in length.
[4] Measuring 30 inches or more in length.

(f) *Electric, gas or oil appliances.* (Sec. 3406 (a) (3), IRC; Regulations 46, Subpart L; 26 CFR, Cum. Supp., 316.110–316.111). Rate: 10%. Electric direct motor-driven fans and air circulators; electric, gas, or oil water heaters; electric flat irons; electric air heaters (not including furnaces); electric immersion heaters; electric heating pads and blankets; electric, gas or oil appliances of the type used for cooking, warming, or keeping warm food or beverages for consumption on the premises; and electric mixers, whippers, and juicers.

(g) *Photographic apparatus.* (Sec. 3406 (a) (4), IRC; Regulations 46, Subpart M; 26 CFR, Cum. Supp., 316.120–316.121).

(1) Cameras (except cameras weighing more than four pounds exclusive of lens and accessories) and lenses, photographic apparatus and equipment, and any apparatus or equipment designed especially for use in the taking of photographs or motion pictures or in developing, printing, or enlarging photographs or motion pictures—25%.

(2) Unexposed photographic films (including motion picture films, but not including X-ray film), photographic plates and sensitized paper—15%.

(3) A credit or refund may be allowed or made in the amount of tax paid with respect to sale of unexposed motion picture films used or resold for use in the making of news reel motion picture films. (Sec. 3443 (a) (3) (A) (v), IRC; sec. 316.21, Regulations 46; 26 CFR, Cum. Supp., 316.121)

(h) *Business and store machines.* (Sec. 3406 (a) (6), IRC; Regulations 46; Subpart O; 26 CFR, Cum. Supp., 316.140–316.141). Rate: 10%.

Adding machines.
Addressing machines.
Autographic registers.
Bank proof machines.
Billing machines.
Bookkeeping machines.
Calculating machines.
Card punching machines.
Cash registers, except cash registers of the type used in registering over-the-counter retail sales.
Change making machines
Check writing machines.
Check signing machines.
Check cancelling machines.
Check perforating machines.
Check cutting machines.
Check dating machines.
Other check protector machine devices.
Computing machines
Coin counters.
Dictographs.
Dictating machine record shaving machines.
Dictating machines.
Duplicating machines.
Embossing machines.
Envelope opening machines.
Erasing machines.
Fanfold machines
Fare registers.
Fare boxes.
Folding machines.
Listing machines
Line-a-time and similar machines.
Mailing machines.
Multigraph machines.
Multigraph typesetting machines.
Multigraph type justifying machines and combinations of any of the foregoing.
Numbering machines.
Portable paper fastening machines.
Pay roll machines.
Pencil sharpeners.
Postal permit mailing machines.
Punch card machines.
Sealing machines.
Shorthand writing machines.
Sorting machines.
Stencil cutting machines.
Tabulating machines.
Ticket counting machines.
Ticket issuing machines.
Typewriters.
Transcribing machines.
Time recording devices.

(i) *Electric light bulbs and tubes.* (Sec. 3406 (a) (10), IRC; Regulations 46, Subpart S; 26 CFR, Cum. Supp., 316.180–316.181). Rate: 20%. Electric light bulbs and tubes, not including articles taxable under any other Manufacturers' excise tax.

(j) *Firearms, shells, cartridges.* (Sec. 3407, IRC; Regulations 46, Subpart I; 26 CFR, Cum. Supp., 316.80–316.82). Rate: 11%. Firearms (except pistols and revolvers, as to which see § 808.803), shells and cartridges.

(k) *Matches.* (Sec. 3409, IRC; Regulations 44, Subpart F; 26 CFR, Cum. Supp., 314.50–314.52).

(1) Fancy wooden matches and wooden matches having a stained, dyed, or colored stick or stem, packed in boxes or in bulk—5½ cents per 1,000 matches.

(2) All matches other than those enumerated above—2 cents per 1,000 matches.

(l) *Electrical energy for domestic or commercial consumption.* (Sec. 3411, IRC; Regulations 46, Subpart T; 26 CFR, Cum. Supp., 316.190–316.194). Rate: 3⅛%.

(1) Tax is imposed upon electrical energy sold for domestic or commercial consumption and not for resale.

(2) The term "electrical energy sold for domestic or commercial consumption" does not include (i) electrical energy sold for industrial consumption, e. g., for use in manufacturing, mining, refining, shipbuilding, building construction, irrigation, etc., or (ii) that sold for other uses which likewise cannot be classed as domestic or commercial, such as electrical energy used by electric and gas companies, waterworks, telegraph, telephone and radio communication companies, railroads, etc. (Sec. 316.190, Regulations 46; 26 CFR, Cum. Supp., 316.190).

(3) The tax does not apply to sales of electrical energy for resale, except where the electrical energy is sold to an owner or lessee of a building for resale to the tenants therein.

(4) The tax does not apply to publicly owned electric or power plants, or to electric or power plants or systems owned and operated by cooperative or nonprofit corporations engaged in rural electrification.

(m) *Gasoline.* (Sec. 3412, IRC; Regulations 44, Subpart D; 26 CFR, Cum. Supp., 314.30–314.35).

Rate: 1½ cents a gallon.

(1) Tax is imposed on gasoline sold by the producer or importer thereof, or by any producer of gasoline. The term "gasoline" means (i) all products commonly or commercially known or sold as gasoline (including casinghead and natural gasoline), benzol, benzene, or naphtha, regardless of their classifications or uses; and (ii) any other liquid of a kind prepared, advertised, offered for sale or sold for use as, or used as, a fuel for the propulsion of motor vehicles, motor boats, or airplanes, except that it does not include any of the foregoing (other than products commonly or commercially known or sold as gasoline) sold for use otherwise than as a fuel for the propulsion of motor vehicles, motor boats, or airplanes, and otherwise than in the manufacture or production of such fuel and does not include products commonly or commercially known or sold as kerosene, gas oil, or fuel oil. Further definitions, referring to the thermometer readings, octane ratings and other specifications are found in sec. 314.30, Regulations 44; 26 CFR, Cum. Supp., 314.30.

(2) Gasoline may be sold tax free by a producer of gasoline to other producers of gasoline, provided the producers are properly registered and bonded and an appropriate certificate in this connection is furnished the seller. (Sec. 314.32, Regulations 44; 26 CFR, Cum. Supp., 314.32).

(3) Tax does not attach to products (other than those referred to in §808.802 (m) (a) (1)) sold direct for use otherwise than as fuel for the propulsion of motor vehicles, motor boats, or airplanes and otherwise than in the manufacture or production of such fuel, provided an appropriate certificate in this connection is furnished the seller. (Sec. 314.33, Regulations 44; 26 CFR, Cum. Supp., 314.33). Exemption from tax discussed in this subparagraph (3) will not be claimed, contract prices will not exclude taxes on the basis of such an exemption and proof of such an exemption will not be furnished contractors.

(n) *Lubricating oils.* (Sec. 3413, IRC; Regulations 44, Subpart E; 26 CFR, Cum. Supp., 314.40–314.44). Rate: 6 cents a gallon.

(1) Tax is imposed upon lubricating oils sold by the manufacturer or producer. The term "lubricating oil" includes all oils, regardless of their origin, which are sold as lubricating oil and all oils which are suitable for use as a lubricant, but does not include products of the type commonly known as grease. (Sec.314.40, Regulation 44; 26 CFR, Cum. Supp. 314.40).

(2) Lubricating oils may be sold tax free by the manufacturer or producer thereof direct to another such manufacturer or producer for resale, provided the manufacturers are properly registered and bonded and an appropriate

certificate in this connection is furnished the seller. (Sec. 314.42 Regulations 44; 26 CFR Cum. Supp. 314.42).

(3) No tax attaches where lubricating oils are sold direct for nonlubricating uses by the purchaser provided an appropriate certificate in this connection is furnished the seller. (Sec. 314.43 Regulations 44; 26 CFR, Cum. Supp., 314.43). Exemption from tax discussed in this paragraph (3) will not be claimed, contract prices will not exclude taxes on the basis of such an exemption and proof of such an exemption will not be furnished contractors.

(o) *Basis and application of manufacturers excise taxes.* (1) In general, the manufacturers' excise taxes are based on the sales price. In such cases, any charges for coverings, containers, etc., are included in the sales price for purposes of computing the tax. If the amount of the sales price is adjusted upon return to the seller of coverings or containers, the tax should also be adjusted. (Sec. 316.10, Regulations 46; 26 CFR, Cum. Supp., 316.10). The tax imposed, however, is not part of the taxable price of the article. (26 CFR, Cum. Supp., 316.11). Charges for transportation, delivery, insurance, installation, and similar charges are also excluded in computing the tax. (Sec. 316.12, Regulations 46; 26 CFR, Cum. Supp. 316.12).

(2) The lease of an article is considered a sale thereof. In the case of leases or installment sales, the tax is paid proportionately upon each payment. (Sec. 316.9, Regulations 46; sec. 314.4, Regulations 44; 26 CFR, Cum. Supp., 316.9, 314.4).

(3) The tax in general attaches when title passes from the manufacturer. (Sec. 316.5, Regulations 46; sec. 314.4, Regulations 44; 26 CFR, Cum. Supp. 316.5, 314.4). If subsequent reduction is made in the sales price, credit or refund may be obtained by the manufacturer. (Sec. 316.13, Regulations 46; 26 CFR, Cum. Supp. 316.13). Claim by a manufacturer for credit or refund must show, among other things, that the tax has not been collected from the purchaser or has been repaid to him or that his written consent to the allowance of the credit or refund has been obtained. (Sec. 316.204, Regulations 46; § 314.64, Regulations 44; (26 CFR, Cum. Supp. 316.204, 314.64)).

(4) No Manufacturers' excise tax is imposed under section 3406, Internal Revenue Code (§ 808.802 (e) to (i), inclusive), with respect to any article subject to the retailers' excise tax on sale of jewelry, etc., referred to in § 808.804 (a). (Sec. 3406, IRC).

§ 808.803 *Pistols and revolvers.* (Chapter 25, Subchapter A, IRC; Regulations 47; 26 CFR, and Cum. Supp., Part 302). Rate: 11%. Tax is imposed upon pistols and revolvers sold or leased by the manufacturer, producer or importer. (Sec. 2700, IRC).

§ 808.804 *Retailers' excise taxes.* (Chapter 19, IRC; Regulations 51; 26 CFR, Cum. Supp., Part 320). Rate: 20% of price for which article is sold, except where otherwise specified. (Rate is effective 1 April 1944.) Tax is imposed upon the articles specified below in § 808.804 (a) to (d), inclusive, sold at retail. Such articles when sold to the Government for use or consumption are considered to be sold at retail.

(a) *Jewelry, etc.* (Sec. 2400, IRC; Regulations 51, Subpart D; 26 CFR, Cum. Supp., 320.30–320.38).

(1) All articles commonly or commercially known as jewelry, whether real or imitation; pearls, precious and semi-precious stones, and imitations thereof; articles made of, or ornamented, mounted or fitted with, precious metals or imitations thereof; watches and clocks and cases and movements therefor; gold, goldplated, silver, or sterling flatware or hollow ware, and silver-plated hollow ware; opera glasses; lorgnettes; marine glasses; field glasses; and binoculars. The rate of tax is 10% (and not 20%) of the sales price of watches selling at retail for not more than $65 and alarm clocks selling at retail for not more than $5.

(2) The tax does not apply to any article used for religious purposes, to surgical instruments, to watches designed especially for use by the blind, to frames or mountings for spectacles or eyeglasses, to a fountain pen or smokers' pipe if the only parts of the pen or the pipe which consist of precious metals are essential parts not used for ornamental purposes, or to buttons, insignia, cap devices, chin straps, and other devices prescribed for use in connection with the uniforms of the armed forces of the United States.

(3) "Opera glasses; lorgnettes; marine glasses; field glasses; and binoculars" include only those which are portable instruments. Articles known as marine glasses, field glasses and similar optical instruments which by reason of size or weight are ordinarily mounted upon tripods or other bases, are not subject to tax. (Sec. 320.36, Regulations 51; 26 CFR, Cum. Supp., 320.36).

(b) *Furs.* (Sec. 2401, IRC; Regulations 51, Subpart E; 26 CFR, Cum. Supp., 320.40–320.41).

(1) Articles made of fur on the hide or pelt and articles of which such fur is the component material of chief value.

(2) Where a person, who is engaged in the business of dressing or dyeing fur skins or of manufacturing, selling, or repairing fur articles, produces an article of the kind described from fur on the hide or pelt furnished, directly or indirectly, by a customer and the article is for the use of, and not for resale by, such customer, the transaction shall be deemed to be a sale at retail and the person producing the article shall be deemed to be the person selling such article at retail. The tax on such a transaction shall be computed and paid by such person upon the fair retail market value of the finished article. The Revenue Act of 1943 added, effective 1 April 1944, the provisions referred to in this subparagraph (2).

(c) *Toilet preparations.* (Sec. 2402, IRC; Regulations 51, Subpart F; 26 CFR, Cum. Supp., 320.50–320.52). Perfumes, essences, extracts, toilet waters, cosmetics, petroleum jellies, hair oils, pomades, hair dressings, hair restoratives, hair dyes, aromatic cachous, toilet powders, and any similar substance, article, or preparation, by whatsoever name known or distinguished; any of the above which are used or applied or intended to be used or applied for toilet purposes.

(d) *Luggage.* (Sec. 1651, IRC).

(1) Trunks, valises, traveling bags, suitcases, satchels, overnight bags, hat boxes for use by travelers, beach bags, bathing suit bags, brief cases, made of leather or imitation leather, and salesmen's sample and display cases.

(2) Purses, handbags, pocketbooks, wallets, billfolds, and card, pass, and key cases.

(3) Toilet cases and other cases, bags, and kits (without regard to size, shape, construction, or material from which made) for use in carrying toilet articles or articles of wearing apparel.

including in each case fittings or accessories therefor sold on or in connection with the sale thereof.

This tax first became effective 1 April 1944. For the period during which it remains in effect, the manufacturers' excise tax imposed upon luggage by section 3406 (a) (2), Internal Revenue Code, is suspended.

(e) *Sales in army commissaries and exchanges.* Under an agreement between the War Department and the Bureau of Internal Revenue, the latter will not attempt to collect retailers' excise taxes on sales of jewelry, furs, toilet preparations and luggage to members of the armed forces and their families and to civilian employees permanently employed on military posts, when such sales are made in army commissaries and exchanges. The War Department in turn agreed that sales of such articles in army commissaries and exchanges would not be made to casual laborers or temporary employees on military posts.

(f) *Basis and application of retailers' excise taxes.* (1) The retailers' excise taxes are based on the sales price. Any charges for coverings, containers, etc. shall be included in the sales price for purposes of computing the tax. If the amount of the sales price is adjusted upon return to the seller of coverings or containers, the tax should also be adjusted. (Sec. 320.6, Regulations 51; 26 CFR, Cum. Supp., 320.6). The tax imposed, however, is not part of the taxable price of the article. (Sec. 320.7, Regulations 51; 26 CFR, Cum. Supp., 320.7). Charges for transportation, delivery, insurance, installation, and similar charges are also excluded in computing the tax. (Sec. 320.8, Regulations 51; 26 CFR, Cum. Supp., 320.8)

(2) The lease of an article is considered a sale thereof. In the case of leases or instalment sales, the tax is paid proportionately upon each payment. (Sec. 320.10, Regulations 51; 26 CFR, Cum. Supp., 320.10)

(3) The tax in general attaches when title passes to the purchaser. (Sec. 320.4, Regulations 51; 26 CFR, Cum. Supp., 320.4). If subsequent reduction is made in the sales price, a credit or refund may be obtained by the seller. (Sec. 320.9, Regulations 51; 26 CFR, Cum. Supp., 320.9). Claim by a seller for credit or refund must show, among other things, that the tax has not been collected from the purchaser or has been repaid to him or that his written consent to the credit or refund has been obtained. (Sec. 320.66, Regulations 51; 26 CFR, Cum. Supp., 320.66).

(4) In the case of any article classifiable under more than one retailer's excise tax, only one tax on such article shall be imposed. Where the rates of such tax differ, the article shall be subject to tax at the highest rate. (Section 1653, IRC.)

§ 808.805 *Tax on transportation of persons.* (Chapter 30, Subchapter C, IRC; Regulations 42, Subpart F; 26 CFR, Cum. Supp., 130.50–130.64).

Rate: 15% of the amount paid. Tax is imposed upon the amount paid within the United States for the transportation of persons by rail, motor vehicle, water, or air, within or without the United States, and for seating or sleeping accommodations in connection with such transportation. (Sec. 3469, IRC).

(a) *Basis and application of tax on transportation of persons.* (1) The taxability of a payment for transportation is determined strictly by the place of payment, i. e., whether within or without the United States. The place where the transportation service is furnished has no bearing on the tax. (Sec. 130.51, Regulations 42; 26 CFR, Cum. Supp., 130.51).

(2) Where a payment covers other charges than for transportation of a person, such other charges may be excluded in computing the tax, provided they are separable and are shown in the exact amounts thereof in the records pertaining to the transportation charge. (Secs. 130.52 and 130.54, Regulations 42; 26 CFR, Cum. Supp., 130.52 and 130.54).

(3) The tax does not apply to an amount paid for transportation of freight that includes also the transportation of caretakers or messengers for which no specific charge as such is made. (Sec. 130.54 (d), Regulations 42; 26 CFR, Cum. Supp. 130.54 (d)).

(4) The tax does not apply to transportation or facilities furnished under special tariffs providing for fares of not more than 1¼ cents per mile applicable to round trip tickets sold to personnel of the United States Army, Navy, Marine Corps, and Coast Guard traveling in uniform of the United States, or to members of the military or naval forces of any of the other United Nations traveling in uniform of such nation, at their own expense when on official leave, furlough, or pass, including authorized cadets and midshipmen (Sec. 3469 (f) (2) IRC).

(5) The tax does not apply to charges not exceeding 35 cents, certain commutation tickets, nor to transportation by motor vehicles with seating capacity of less than 10 and not operated on an established line. (Sec. 3469 (a) and (b), IRC; secs. 130.58–130.60, Regulations 42; 26 CFR, Cum. Supp., 130.58–130.60).

§ 808.806 *Tax on transportation of property.* (Chapter 30, Subchapter E, section 3475, IRC; 26 CFR, Cum. Supp., Part 143). Rate: 3% of the amount paid, except that in the case of coal, the rate is 4 cents per short ton.

(a) Tax is imposed upon the amount paid within the United States for the transportation of property by rail, motor vehicle, water, or air from one point in the United States to another. The tax applies only to amounts paid to a person engaged in the business of transporting property for hire, including amounts paid to a freight forwarder, express company, or similar person, but does not include amounts paid by a freight forwarder, express company, or similar person for transportation with respect to which a tax on the transportation of property has previously been paid. In the case of property transported from a point without the United States to a point within the United States, the tax shall apply to the amount paid within the United States for that part of the transportation which takes place within the United States. The tax on the transportation of coal does not apply to the transportation of coal with respect to which there has been a previous taxable transportation.

(b) Effective 1 December 1943, amounts paid by or to the War Shipping Administration for the transportation of property by water from one point in the United States to another, except between points on the Great Lakes, are exempt from tax until approximately six months after the termination of hostilities.

(c) Effective 1 December 1943, the tax does not apply to amounts paid for the transportation of property to or from the American National Red Cross.

(d) Effective 1 December 1943, amounts paid for transportation of property to or from the government of a state, territory, or political subdivision thereof, or the District of Columbia are exempt from tax.

(e) The tax does not apply to amounts paid to the Post Office Department for the transportation of property.

(f) As to shipments on United States Government bills of lading, see § 808.810.

(a) *Basis and application of tax on transportation of property*—(1) *Transportation.* The term "transportation" means the movement of property by a person engaged in the business of transporting property for hire, including interstate, intrastate, and intracity or other local movements, as well as towing, ferrying, switching, etc. In general, it includes accessorial service furnished in connection with a transportation movement, such as loading, unloading, blocking and staking, elevation, transfer in transit, ventilation, refrigeration, icing, storage, demurrage, lighterage, trimming of cargo in vessels, wharfage, handling, feeding and watering livestock, and similar services and facilities. (Sec. 143.1 (d), Regulations 113; 26 CFR, Cum. Supp., 143.1 (d)).

(2) *Coal.* The term "coal" includes anthracite, bituminous, semi-bituminous, sub-bituminous, and lignite coal, coal dust, and coke and briquettes made from coal (Sec. 143.1 (f), Regulations 113; 26 CFR, Cum. Supp., 143.1 (f)).

(3) *Baggage.* An amount paid, in connection with the transportation of persons, for the transportation of baggage, including incidental charges on account of excess weight, excess value, storage, transfer, special delivery, etc., or an amount so paid for a special baggage or express car or other conveyance is subject to the tax on the transportation of property if separable from the payment for the transportation of persons and separately shown on the records of the carrier. Otherwise the tax on the transportation of persons (see § 808.805 (a)) applies. (Sec. 143.1 (c), Regulations 113; 26 CFR, Cum. Supp., 143.14 (c)).

(4) *Previous taxable transportation of coal.* An amount paid for the transportation of coal is not taxable if there has been a previous taxable transportation of such coal. An amount paid for the transportation of coke or briquettes made from coal is not subject to tax provided there has been a previous taxable transportation of the coal or coal dust from which such coke or briquettes were manufactured. When a person delivers to a carrier a quantity of coal for a transportation movement, and the transportation tax has previously been paid with respect to the coal so delivered, a statement to that effect shall be endorsed on the bill of lading or other shipping papers. This endorsement shall constitute authority to the carrier not to collect tax with respect to the transportation charges due on such shipment. (Sec. 143.13 (b), Regulations 113; 26 CFR, Cum. Supp., 143.13 (b)).

§ 808.807 *Tax on transportation of oil by pipe line.* (Chapter 30, Subchapter A, IRC; Regulations 42, Subpart D). Rate: 4½% of amount paid. Tax is imposed upon all transportation of crude petroleum and liquid products thereof by pipe line. In the event no charge is made for such transportation, or if the payment is made under a transaction which is not an arm's length one and such payment is less than the fair charge, the tax is imposed upon the fair charge for the transportation (Sec. 3460, IRC).

§ 808.808 *Telegraph, telephone, radio and cable facilities.* (Chapter 30, Subchapter B, sec. 3465, IRC; Regulations 42, Subpart E; 26 CFR. Cum. Supp., 130.30–130.46.) Rate: See following paragraphs. Rates shown therein are those effective 1 April 1944.

(a) *Telephone and radio telephone messages.* Tax is imposed at the rate of 25% of the amount paid within the United States for each telephone or radio telephone message or conversation for which the toll charge is more than 24 cents.

(b) *Telegraph, cable, and radio dispatches and messages.* Tax is imposed on the amount paid within the United States for each telegraph, cable or radio dispatch or message. In the case of each such domestic dispatch or message the rate of tax is 25%. In the case of each such international dispatch or message the rate of tax is 10%.

(c) *Leased wire, teletypewriter, or talking circuit special services.* Tax is imposed at the rate of 25% of the amount paid for leased wire, teletypewriter, or talking circuit special service, but not including an amount paid for service used exclusively in rendering a service

taxable under the tax described in paragraph (d).

(d) *Wire and equipment service.* Tax is imposed at the rate of 8% of the amount paid for any wire and equipment service (including stock quotation and information services, burglar alarm or fire alarm service, and all other similar services but not including service described in paragraph (c)).

(e) *Local telephone service.* Tax is imposed at the rate of 15% of the amount paid by subscribers for local telephone service and for any other telephone service in respect of which a tax is not payable under the taxes described in paragraphs (a) to (d). Amounts paid for the installation of instruments, wires, poles, switchboards, apparatus, and equipment shall not be considered amounts paid for service.

SUBPART C—EXEMPTIONS FROM FEDERAL EXCISE TAXES

§ 808.810 *Exemption from specific Federal excise taxes as to articles sold and services furnished for the use of the United States.* Exemption is available from the following specific Federal excise taxes, to the extent indicated below, in connection with articles sold and services furnished for the use of the United States. Such exemption is available with respect to contracts entered into either prior or subsequent to 1 June 1944.

(a) Manufacturers' excise tax on radio receiving sets, phonographs, phonograph records and musical instruments. See § 808.802 (c).[1]

(b) Manufacturers' excise tax on firearms, shells, cartridges. See § 808.802 (j).[1]

(c) Manufacturers' excise tax on tires and inner tubes (see § 808.802 (a)), when such tires and tubes are sold to any person for use as component parts in the manufacture of an article which is to be sold direct to the War Department at a price not including the tax on the tires and tubes.[2]

(d) Tax on pistols and revolvers. See § 808.803.[1]

(e) Tax on telephone, telegraph, cable, radio, or leased wire services or facilities (see § 808.808), to the extent such services or facilities are furnished directly to the United States and for which payment is made directly by the United States. No exemption is available with respect to such services or facilities furnished to a contractor or other person operating under a contract to perform work on behalf of, or to furnish articles or materials to, the United States Government or any agency thereof.[2]

[1] Exemption with respect to these items was retained in the Internal Revenue Code as to sales made prior to the first day of the first month which begins six months or more after the date of termination of hostilities in the present war. (Sec. 307 (b) (2), Revenue Act of 1943.)

[2] This exemption was authorized by the Secretary of the Treasury on 31 May 1944 (9 F. R. 5998, 2 June 1944) pursuant to authority vested in him by section 307 (c) of the Revenue Act of 1943 (see § 808.817). Such authorization of exemption expires at the close of the last day of the sixth full calendar month following the date of the termination of hostilities in the present war.

(f) Tax on transportation of persons (see § 808.805) with respect to payments for transportation furnished to the United States upon a United States Government transportation request.[3]

(g) Tax on transportation of property (see § 808.806), with respect to payments for transportation to or from the Government of the United States shipped on a United States Government bill of lading.[3]

(a) *Policy as to claiming exemption from specific Federal excise taxes listed above in this section.* Exclusion from contract prices of the tax on pistols and revolvers and the manufacturers' excise taxes referred to above is governed by the policy set forth in the Appendix to this part, except as otherwise provided in this paragraph. Fixed price (lump sum) contractors, subcontractors, suppliers and materialmen may be authorized to purchase tires and inner tubes on a tax exclusive basis, when permitted pursuant to Treasury Decision 5114, as a variation to the policy set forth in such Appendix. Cost-plus-a-fixed-fee prime contractors or subcontractors should not be permitted to purchase tires and inner tubes on a tax exclusive basis; care should be taken to determine that any fixed fee is computed without reflecting in any way any tax on tires or inner tubes.

Exemptions referred to above from transportation taxes are automatically secured by the use of United States Government transportation requests or bills of lading, as the case may be. Exemptions referred to above from communications taxes are automatically secured without the use of exemption certificates.

§ 808.811 *Exemption based upon exportation.* Exemption is available (1) from the manufacturers' excise taxes (§ 808.802 et seq.) and the retailers' excise taxes (§ 808.804 et seq.) with respect to sales for export and (2) from the tax on the transportation of property (§ 808.806) with respect to property in course of exportation. (Secs. 2406, 2705, 3449, IRC; secs. 314.25–314.27, Regulations 44; secs. 316.25–316.27, Regulations 46; secs. 320.21–320.22, Regulations 51; secs. 143.30–143.35, Regulations 113; 26 CFR, Cum. Supp., 314.25–314.27, 316.25–316.27, 320.21–320.22, 143.30–143.35.) This exemption will not be claimed. Contract prices therefore, will not exclude Federal excise taxes from which exemption is available only by reason of export and proof of exportation will not be furnished to contractors.

§ 808.812 *Exemption from manufacturers' excise taxes of sale of certain supplies and equipment for vessels of war including aircraft.* Exemption from manufacturers' excise taxes (§ 808.802, et seq.) is available with respect to the sale of an article for use as fuel supplies, ships' stores, sea stores, or legitimate equipment on vessels of war of the United States or of any foreign nation, vessels employed in the fisheries or in the whaling business or actually engaged in foreign trade or trade between the Atlantic and Pacific ports of the United States or between the United States and any of its possessions. The term "vessels of war" of the United States or of any foreign nation includes aircraft owned by the United States or by any foreign nation and constituting a part of the armed forces thereof. The terms "fuel supplies," "ships' stores," "legitimate equipment" include all articles, materials, supplies, and equipment necessary for the navigation, propulsion, and upkeep of vessels. (Sec. 3451, IRC; sec. 314.28, Regulations 44; sec. 316.28, Regulations 46; 26 CFR, Cum. Supp., 314.28, 316.28).

(a) *Policy as to claiming exemption described above in this section.* Serious administrative burdens would be imposed if the exemption described above were to be claimed with respect to articles of a character useable either (1) as supplies or legitimate equipment for vessels of war including aircraft or (2) otherwise. This exemption will not be claimed, contract prices will not exclude Federal excise taxes on the basis of this exemption and proof of this exemption will not be furnished to contractors, except that such action may be taken in connection with purchases of the following items:

(i) Aviation gasoline.

(ii) Lubricating oil suitable only for aircraft engines.

(iii) Aircraft air conditioning units.

(iv) Aircraft tires and inner tubes.

(v) Aerial photographic cameras including gun cameras, lenses, apparatus, equipment, and films therefor.

(vi) Spark plugs suitable only for aircraft engines.

§ 808.813 *Manufacturers' excise taxes; sales for further manufacture.* Exemption is available from manufacturers' excise taxes (§ 808.802 et seq.), and may be claimed by manufacturers, in the case of sale of any taxable article (other than tires, inner tubes or automobile radios) sold for use by the vendee as material in the manufacture or production of, or as a component part of, a taxable article or for resale by the vendee for such use by his vendee if such article is in due course so resold. (Also see §808.802(b) (4) (ii).) An appropriate certificate of the vendee must be given to the vendor in order to obtain this exemption. (Sec. 3442, IRC; secs. 314.20–314.23, Regulations 44; secs. 316.20–316.23, Regulations 46; 26 CFR, Cum. Supp., 314.20–314.23, 316.20–316.23). This exemption is available to a purchasing manufacturer without the necessity for any action by the War Department. The standard tax articles do not provide for the inclusion in the contract price of taxes from which such an exemption is available and such taxes should not be a component of the contract price.

§ 808.814 *Sales under contracts entered into prior to 1 June 1944 and agreements and change orders supplemental thereto.* Exemption from the manufacturers' excise taxes (§ 808.802 et seq.) and the retailers' excise taxes (§ 808.804 et seq.) remain available as to sales for the use of the United States pursuant to a contract entered into prior to 1 June 1944 or to any agreement or change order (executed prior or subsequent to 1 June 1944) supplemental to such contract and bearing the same Government contract number. (Sec. 307(b)(1), Revenue Act of 1943.) No such exemption remains available as to excise taxes on transportation and communication referred to in §§ 808.805 to 808.808, inclusive.

[3] Exemption of these items was authorized by the Secretary of the Treasury on 29 April 1944 (9 F. R. 4615, 2 May 1944) pursuant to authority vested in him by section 307 (c) of the Revenue Act of 1943 (see § 808.817). Such authorization of exemption expires at the close of the last day of the sixth full calendar month following the date of the termination of hostilities in the present war.

(a) *Policy as to claiming exemptions applying to sales under contracts entered into prior to 1 June 1944 and agreements and change orders supplemental thereto.* (1) The provisions of contracts entered into prior to 1 June 1944 determine whether and to what extent the contract price includes or excludes Federal excise taxes and consequently whether exemptions are to be claimed.

(2) If the price under a contract entered into prior to 1 June 1944 includes an applicable Federal excise tax, agreements or change orders supplemental to such contract and executed on or after 1 June 1944 will also include such tax in the price and such tax will be paid by the contractor. This shall not prevent, however, the claiming of any available exemptions pursuant to the provisions of this part.

(3) If the price under a contract entered into prior to 1 June 1944 excludes an applicable Federal excise tax, agreements or change orders supplemental thereto and executed on or after 1 June 1944 may also exclude such tax. Exemption will continue to be available from any tax so excluded. Heretofore existing policies, which are contained in the Appendix to this part, determine the extent to which exemption from any such tax may be extended to purchases by contractors.

(4) Where new contracts normally would be executed, supplemental agreements or change orders will not be used merely to avoid the payment of Federal excise taxes.

§ 808.815 *Miscellaneous exemptions.* In addition to the exemptions discussed in this subpart, certain miscellaneous exemptions, applying to private as well as Government procurement, are available from Federal excise taxes. Some of these miscellaneous exemptions are mentioned in Subpart B of this part; in some cases such Subpart B provides that those exemptions will not be claimed. Any exemption, as to which no policy is otherwise provided in this part, need not be claimed, in which event contract prices will not exclude taxes on the basis of such an exemption and proof of such an exemption will not be furnished to contractors.

§ 808.816 *Effective date of removal of other Governmental exemptions.* Prior to the Revenue Act of 1943, additional exemptions, not set forth in this subpart, were available in connection with procurement for the use of the United States. The removal by the Revenue Act of 1943 of such additional exemptions is effective as follows:

(a) Manufacturers' and retailers' excise taxes—sales made on and after 1 June 1944.

(b) Tax on transportation of persons—amounts paid on or after 1 June 1944.

(c) Tax on transportation of property—amounts paid on or after 1 June 1944.

(d) Tax on telephone, telegraph, radio and cable facilities:

(1) Messages and dispatches (§ 808.808 (a) and (b))—originating on or after 1 June 1944.

(2) Service (§ 808.808 (c) to (e))—amounts paid pursuant to bills rendered on or after 1 June 1944 for service for which no previous bill was rendered.

§ 808.817 *Power of Secretary of the Treasury to authorize exemption.* The Secretary of the Treasury may authorize exemption from the taxes imposed by Chapters 19 (retailers' excise taxes, § 808.804 et seq.), 29 (manufacturers' excise taxes, § 808.802 et seq.), or 30 (taxes on transportation and communication, §§ 808.805 to 808.808) of the Internal Revenue Code as to any particular articles or services, or class of articles or services, to be purchased for the exclusive use of the United States, if he determines that the imposition of such taxes with respect to such articles or services, or class of articles or services, will cause substantial burden or expense which can be avoided by granting tax exemption and that the full benefit of such exemption, if granted, will accrue to the United States. The authority of the Secretary of the Treasury in this regard, however, is not applicable to any contract entered into on or after the first day of the first month which begins six months or more after the date of the termination of hostilities in the present war. (Sec. 307 (c) of the Revenue Act of 1943).

(a) *Procedure to request exercise of authority by Secretary of the Treasury.* In cases where it is deemed necessary for the Secretary of the Treasury to authorize exemptions with respect to any particular articles or services, or class of articles or services, requests for the exercise of that authority will be forwarded through channels to the Director, Purchases Division, Headquarters, Army Service Forces. Such requests should specify in detail the reasons why the request exemption is needed.

(b) *Circumstances under which requests are proper.* The purpose of the removal by the Revenue Act of 1943 of various exemptions applying to the United States from Federal excise tax was to eliminate the numerous administrative procedures (and resulting need for personnel) required on the part of private contractors, procurement agencies and the Bureau of Internal Revenue in order to establish such exemptions, which if not available would not cause any net loss to the United States. It was recognized, however, that in some cases it might be determined that such removal of exemptions would impose greater net costs or administrative burdens than did the retention thereof or would cause other results adversely affecting the United States, in some serious and substantial manner. The established policy of the War Department is to request the Secretary of the Treasury to authorize exemptions only in cases of this character.

In no event will requests be made to the Secretary of the Treasury to authorize exemptions from tax if the only reason therefor is a desire to reduce the contract price or prices by the amount of the tax which, if paid, would go eventually into the Treasury. Such requests will be presented to the Secretary of the Treasury only where it is clearly established (1) that the denial of exemption with respect to purchases of particular articles or services, or classes of articles or services, for the exclusive use of the United States imposes serious administrative problems or presents substantial danger of net loss to the United States, and (2) that the full benefit of any exemption, if granted, will accrue to the United States.

§ 808.818 *Federal excise taxes not covered by this part.* This part applies only to Federal excise taxes imposed by the following chapters of the Internal Revenue Code: Chapter 19 (retailers' excise taxes—see § 808.804, et seq.), Chapter 25 (pistols and revolvers—see § 808.803), Chapter 29 (manufacturers' excise taxes—see § 808.802, et seq.) and Chapter 30 (transportation and communication—see §§ 808.805 to 808.808). When any technical service has responsibility for the procurement or purchase of any articles subject to a Federal excise tax under any other chapter of the Internal Revenue Code, such technical service may prescribe such rules, governing the securing of exemption from such tax, as it may deem proper.

SUBPART D—TAX EXEMPTION CERTIFICATE FORMS AND PROCEDURE

§ 808.820 *Applicability of this subpart.* The forms and procedures set forth in this subpart are applicable after 1 June 1944, so far as exemptions from Federal excise taxes are concerned, only with respect to the exemptions specified in §§ 808.810, 808.812 and 808.814. The policies governing the claiming of these exemptions are set forth in §§ 808.810 (a), 808.812 (a) and 808.814 (a).

§ 808.821 *Standard tax exemption forms.* The following standard tax exemption forms have been prescribed:

	Standard Form No.
U. S. Government Tax Exemption Certificate	1094
Cover of U. S. Government tax exemption certificate book (front, outside and inside; back, outside)	1094A
Tabulation sheet (insert)	1094B
U. S. Government tax exemption identification card	1094C

§ 808.822 *U. S. Government Tax Exemption Certificate, Form 1094.* The front of U. S. Government Tax Exemption Certificate, Form 1094, is as follows:

Standard Form No. 1094—Revised
Form approved by Comptroller General U. S., June 11, 1937
(Gen. Reg. No. 86—Revised)

U. S. GOVERNMENT TAX EXEMPTION CERTIFICATE

U. S. WAR DEPARTMENT,
WASHINGTON, D. C.

W

Indicate amount of tax		
Kind	Included	Excluded
Federal	XXXXXXX	$
*State	$	$
*Local	$	$

(Use one block only, cancel others)

I certify that I have purchased for the exclusive use of the United States Government from

(Name and local address of vendor—Street, City, and State)

delivered at (City) (State)

(Description, quantity, and unit price)

which has (or have) been delivered, or which will be delivered and invoiced pursuant to purchase orders issued under contract No. ; dated ; and for which a tax exemption certificate has not heretofore been issued.

Identification Card No.
Vehicle License No.

Date.

(Signature, and title of purchase)

For VENDOR To be filled in ONLY when a State or local tax is included in the purchase price.
Certificate correct and just:
Name
By
Title

For Administrative Office
D. O. Symbol
(Name)
Bu. Vou. No. Period
*State and local taxes to be paid only when absolutely necessary to obtain commodity required.

The undersigned purchaser hereby certifies that he is of
(Owner, officer, charterer, or an authorized agent)
and that the article
(Name of company and vessel)
or articles specified in the accompanying order, or as specified below or on the reverse side hereof, will be used only for fuel supplies, ships' stores, sea stores, or legitimate equipment on a vessel belonging to one of the following classes enumerated in section 3451 of the Internal Revenue Code:

(Check class to which vessel belongs.)

——(1) Vessels engaged in foreign trade,
——(2) Vessels engaged in trade between the Atlantic and Pacific ports of the United States,
——(3) Vessels engaged in trade between the United States and any of its possessions,
——(4) Vessels employed in the fisheries or whaling business,
——(5) Vessels of war of the United States or a foreign nation.

If the articles are purchased for use on civil aircraft engaged in trade as specified in (1) or (3) above, state the name of the country in which the aircraft is registered

The undersigned understands that if the article is used for any purpose other than as stated in this certificate, or is resold or otherwise disposed of, he must report such fact to the manufacturer. It is understood that this certificate may not be used in purchasing articles tax free for use as fuel supplies, etc., on pleasure vessels, or on any type of aircraft except (*a*) civil aircraft employed in foreign trade or trade between the United States and any of its possessions, and otherwise entitled to exemption, and (*b*) aircraft owned by the United States or any foreign country and constituting a part of the armed forces thereof. It is also understood that the fraudulent use of this certificate to secure exemption will subject the undersigned and all guilty parties to a penalty equivalent to the amount of tax due on the sale of the article and upon conviction to a fine of not more than $10,000, or to imprisonment for not more than five years, or both, together with costs of prosecution. The undersigned also understands that he must be prepared to establish by satisfactory evidence the purpose for which the article was used.

(Name)

(Address)

The above form will be issued by the appropriate officer where *required by the contract* to supply proof of exemption with respect to the Federal excise taxes from which an exemption is available under Section 3451, Internal Revenue Code, such as for fuel supplies, ship stores and equipment for vessels of war, including aircraft of the armed forces. See § 808.812 (a) as to the policy with respect to claiming this exemption.

(a) *Form 1094, where used.* U. S. Government Tax Exemption certificate Form No. 1094 will be issued by the appropriate officer where required by the contract to supply proof of exemption with respect to those taxes which have been excluded from the contract price, as follows:

(1) All Federal excise taxes from which exemption is available on the basis of purchase for the use of the United States. See §§ 808.812 and 808.824 in connection with exemption under section 3451, Internal Revenue Code.

(2) All state and local taxes, except when a different form is required by the state or local tax authority. (See § 808.830).

§ 808.823 *Supply and reports of standard forms.* (a) The standard forms referred to in § 808.821 are distributed in accordance with the provisions of AR 310–200.

(b) Reports, accounting for such standard forms, will be submitted by issuing officers as directed by The Adjutant General.

§ 808.824 *Who may execute tax exemption certificates.* (a) Tax exemption certificates will be executed only by those officers and Federal employees who have been supplied with a Standard Form No. 1094–C (U. S. Government tax exemption identification card).

(b) The identification card of authorized officers and employees of technical services responsible for purchasing at a post, camp, or station will be signed by the commanding officer. Identification cards supplied to other officers and Federal employees will be signed by the officer who furnishes such officer or employee with tax exemption certificates.

§ 808.825 *Aircraft and vessels of war supplies and equipment tax exemption certificate.* The following form is prescribed by Regulations 44 (Sec. 314.28) and Regulations 46 (Sec. 316.28) (26 CFR, Cum. Supp., 314.28 and 316.28):

EXEMPTION CERTIFICATE

(For use by purchasers of articles for use as fuel supplies, ships' stores, sea stores, or legitimate equipment on certain vessels (section 3451 of the Internal Revenue Code))

, 19—
(Date)

§ 808.826 *Tax exemption certificates for issuance by contractors.* T. D. 5114, 27 January 1942 (7 F.R. 579, 29 January 1942) authorizes exemption from the Federal excise taxes imposed by Chapters 25 and 29 of the Internal Revenue Code (taxes on pistols and revolvers and Manufacturers' excise taxes—see §§ 808.802 and 808.803) on sales to contractors with the United States of purchase, construction and subsidiary articles. The policy with respect to this exemption is set forth in the Appendix to this part. The exemption is not available unless the contractor or subcontractor has been authorized by the contracting officer on W. D. Tax Form No. 1 (see paragraph (a)) attached to a standard Government Tax Exemption Certificate Form 1094. The forms prescribed by § 470.3 (b) of T. D. 5114 for use by contractors and subcontractors are set forth in paragraphs (b) and (c).

(a) *W. D. Tax Form No. 1: Authority of contractor and subcontractors to issue tax exemption certificates.*

W. D. TAX FORM No. 1

AUTHORITY OF CONTRACTOR AND SUBCONTRACTORS TO ISSUE TAX EXEMPTION CERTIFICATES

(To be attached to a Form 1094 U. S. Tax Exemption Certificate)

(Name of Contractor)

(Address of Contractor)

Contract No.
Tax Exemption Certificate No.

The Contractor and/or his subcontractors (including suppliers) are authorized to issue tax exemption certificates in the form prescribed by Section 470.3 (b) of Treasury Decision 5114, approved January 27, 1942 (7 F.R. 579, January 29, 1942) as to the articles listed below, which are incorporated in or to be incorporated in the supplies or work covered by the contract referred to in the Tax Exemption Certificate to which this authority is attached.

List of Articles (If none, so state)

Description	Quantity[1]	Unit Price[1]

(Contracting Officer)

(Title)

(b) *Exemption certificate for use by prime contractor.*

EXEMPTION CERTIFICATE

(For use by prime contractor)

, 19—
(Date)

The undersigned hereby certifies that the articles specified in the accompanying order or on the reverse side hereof are purchased from
(Name of vendor)
for the United States under Government contract ;
(Number or other identification)
that he now has in his possession a certificate of exemption furnished by the United States with respect to such contract; and that such certificate authorizes him to issue this exemption certificate.

It is understood that the fraudulent use of this certificate to secure exemption will subject the undersigned and all guilty parties to a fine of not more than $10,000, or to imprisonment for not more than five years, or both, together with costs of prosecution.

(Name)

(Address)

[1] To be shown by contracting officer if known.

(c) *Exemption certificate for use by subcontractor.*

EXEMPTION CERTIFICATE

(For use by subcontractor)

, 19—
(Date)

The undersigned hereby certifies that the articles specified in the accompanying order or on the reverse side hereof are purchased from
(Name of vendor)
for incorporation in
(Subsidiary articles)
which are to be delivered to
(Subcontractor's vendee)
; that the price to be charged said vendee contemplates that the aforesaid articles and the subsidiary articles are to be purchased on a tax-free basis; and that the undersigned now has in his possession an exemption certificate furnished by said vendee certifying that the above-named subsidiary articles are to be incorporated ultimately in other articles for use of the United States under Government contract
(Number or other identification.)

It is understood that the fraudulent use of this certificate to secure exemption will subject the undersigned and all guilty parties to a fine of not more than $10,000, or to imprisonment for not more than five years, or both, together with costs of prosecution.

(Name)

(Address)

§ 808.827 *Preparation and execution of exemption certificates.* (a) In the preparation of tax exemption certificates the typewriter will be used when practicable, otherwise ink or indelible pencil will be used. The use of ordinary lead pencil is prohibited. All blank spaces must be properly filled in or lined out, and no such exemption certificate will be delivered to a contractor unless fully and properly executed, except that the Bureau of Internal Revenue has advised that it is not necessary to state the amount of Federal tax upon the exemption certificate (Ltr. to the Chief Signal Officer from D. S. Bliss, Deputy Commissioner of Internal Revenue, 19 June 1942). The amount of tax should be stated, however, if readily available. In a case where Federal excise taxes have been excluded from the contract price of articles or supplies purchased, but the exact amount of the tax cannot be determined at that time, a blanket tax exemption certificate may be issued to cover all sales under the contract. The certificate should cover all articles purchased under such contract, including delivery orders placed thereunder by other officers. As to blanket tax exemption certificates covering purchases under contracts of the General Schedule of Supplies, see § 808.829.

(b) A separate certificate for each kind of tax (Federal, State or local) involved will be prepared. In the issuance of these certificates care must be exercised to fill in the blank spaces provided for showing on each certificate the separate amounts of the taxes involved (if known) so that the certificates may be used only for the purpose intended.

(c) Where the supplies or work covered by the contract are not taxable as such and the certificate is to be used for the purpose of obtaining exemption on the articles to be incorporated in the supplies or work covered by the contract, the amount of tax to be shown on the certificate should be stated as "None". No tax should be shown on the certificate except the tax imposed directly upon the supplies or work covered by the contract.

(d) Except as provided in paragraph (a) of § 808.828, the following statement will be written or stamped upon the face of each certificate pertaining to Federal taxes (except where a cost-plus-a-fixed-fee contract is involved): "W. D. Tax Form No. 1 attached". Tax Exemption Certificate Form No. 1094 may be modified insofar as necessary with respect to contracts for construction, alterations, improvements and repairs. The person issuing a tax exemption certificate will, in addition to his signature and title, insert on the lines provided therefor, his identification card number. (See § 808.824.)

§ 808.828 *When and how exemption certificates are issued to contractors.* At any time after the execution of the contract, a tax exemption certificate (Form 1094) and W. D. Tax Form No. 1, when appropriate, will be executed and delivered to the contractor, upon request, covering Federal excise taxes in the following cases:

(a) Where supplies are taxable under Chapter 25 or 29, and are purchased by the Government at a price which is exclusive of such tax. In such a case, the description of the supplies furnished tax free will be inserted on the tax exemption certificate. If such supplies purchased by the Government have had (or will have) incorporated therein tires, inner tubes, or automobile radios and the price paid by the Government is exclusive of the tax thereon, these items will be listed in the space headed "List of Articles" on W. D. Tax Form No. 1, which will be attached to the tax exemption certificate. This will enable the contractor, pursuant to T. D. 5114, to issue tax exemption certificates to the suppliers of such tires, inner tubes and automobile radios. It should be noted that under section 3442, Internal Revenue Code, no tax is imposed with respect to the sale of any article (except tires, inner tubes, and automobile radios) for use by the contractor in the manufacture or production of, or as a component part of an article itself taxable under Chapter 29. Accordingly, the contractor may obtain exemption from the burden of the tax on any articles exempted from tax by section 3442 in the manner provided in the Treasury Regulations (Regulation 46, especially section 316.20, 26 C. F. R., Cum. Supp., 316.20). Therefore, if no tires, inner tubes, or automobile radios are to be included in such supplies to be purchased from the contractor, there is no occasion for annexing W. D. Form No. 1 to the tax exemption certificate.

(b) Where the supplies purchased under the contract are not taxable under Chapter 29 but have had (or will have) incorporated therein one or more articles which are taxable under such Chapter, and the price paid by the Government is exclusive of the tax on one or more of such articles. In such a case, the amount of tax shown on the tax exemption certificate should be stated as "None" and the articles incorporated (or to be incorporated) into the supplies purchased by the Government which are sold exclusive of the tax thereon should be listed upon W. D. Tax Form No. 1 attached to the certificate. Upon receipt of the tax exemption certificate, the contractor and/or his subcontractors (including suppliers) are then authorized to issue tax exemption certificates in the form prescribed in § 808.826 (b) and (c), as to the articles listed on W. D. Tax Form No. 1 attached to the Form No. 1094.

(c) Where the contract covers construction, alterations, improvements or repairs, and the physical project to be constructed, altered, improved or repaired will have incorporated therein one or more articles which are taxable under Chapter 29 and the price paid by the Government for the construction, alterations, improvements or repairs, is exclusive of the tax on one or more of such articles to be incorporated into the physical project. In such a case, the amount of tax shown on the tax exemption certificate should be stated as "None", and the articles to be incorporated into the physical project to be constructed, altered, improved or repaired on which no such tax is included in the contract price should be listed upon W. D. Tax Form No. 1 attached to the certificate. Upon receipt of the tax exemption certificate the contractor and/or his subcontractors (suppliers) are then authorized to issue tax exemption certificates in the form prescribed in § 808.826(b) and (c), as to the articles listed on W. D. Tax Form No. 1 attached to the certificate.

(4) Under a cost-plus-a-fixed-fee contract (except one covering the sale of articles taxable under Chapter 29, where (1) above is applicable) when one or more articles taxable under Chapter 29 are used by the contractor as equipment, material or supplies in performing the contract, and such articles are purchased at a price which is exclusive of the tax thereon and payment for same is made by the United States, directly or by reimbursement of the contractor. In such a case, the amount of tax shown on Form 1094 should be stated as "None" and there should be attached to or written on Form 1094 the following statement: "The contractor is authorized to issue tax exemption certificates in the form prescribed by § 470.3(b) of Treasury Decision 5114, approved January 27, 1942 (7 F. R. 579, January 29, 1942) as to all articles sold on a Federal tax exclusive basis and for which payment is made by the United States, directly or by reimbursement of the contractor, and which are used by the contractor as

equipment, material or supplies in performing the contract to which this (the attached) certificate pertains."

§ 808.829 *Blanket tax exemption certificates; contracts under General Schedule of Supplies.* (a) Nothing contained in these regulations will be construed as authorizing the issuance of blanket tax exemption certificates by chiefs of technical services or contracting officers covering purchases under contracts of the General Schedule of Supplies. Upon application of the contractor, the Procurement and Accounting Division, Office of the Secretary of War, will issue blanket tax exemption certificates as may be necessary to cover all purchases made by War Department agencies in Washington, D. C., and in the field under term contracts of the General Schedule of Supplies, Procurement Division, Treasury Department.

(b) Contractors are required to indicate the number of the applicable blanket tax exemption certificate on their invoices.

(c) The purchase order need not contain the number of the applicable tax exemption certificate. It is sufficient that it contain a reference to the General Schedule of Supplies contract number.

§ 808.830 *State and local taxes.* (a) Tax exemption certificates are also used for establishing exemptions from state and local taxes. In such cases, certificates should be prepared in accordance with the requirements of the particular state or local tax authority concerned. In most cases, Form 1094 (§ 808.822) will be the appropriate form of tax exemption certificate. Except as provided in paragraph (b), no tax exemption certificate should be issued with respect to a state or local tax unless the contract shows that the price paid by the Government is exclusive of the tax to which the certificate pertains or unless the contractor consents to the deduction of such tax from the contract price and the acceptance of the tax exemption certificate in lieu thereof.

(b) When impossible for any reason to effect purchases, excluding the amount of any state or local tax which is deemed to be legally inapplicable to Government purchases, a tax exemption certificate on Form 1094 will be executed and delivered to the disbursing officer to whose accounts the vouchers in the transaction pertain, together with a written statement to the effect that the vendor refused such certificate. Tax exemption certificates executed and delivered as prescribed in this paragraph are for the use of the Finance Department in securing a refund of the amount of the taxes involved. The serial number of the tax exemption certificate will be shown on the payment voucher.

(c) When Form No. 1094 (or other appropriate certificate) executed under the conditions stated above, is received in the administrative office (Finance Department), the bureau or office number of the payment voucher will be noted on the certificate and the administrative office (Finance Department) will bill the State or local taxing agency for refund of the taxes paid. The amount(s) collected will be transmitted to the disbursing officer for credit to the appropriation(s) from which the vouchers were paid, or to miscellaneous receipts account, "4326—Refund, State and Local Taxes," if the appropriation cannot be readily identified. In the event the administrative office (Finance Department) fails to secure refund of the amount of taxes paid, it will transmit promptly to the General Accounting Office the exemption certificates, if available, together with all correspondence with the taxing agency relating thereto, and information as to the disbursing officer's voucher number on which payment for the merchandise was made, for use by the General Accounting Office in effecting collection thereof as required by section 236, Revised Statutes, as amended by the Budget and Accounting Act, 1921.

SUBPART E—STATE AND LOCAL TAXES

§ 808.831 *Applicable tax directives.* While the various state and local tax laws are not uniform in their application, as a general rule Government purchases are exempt from such taxes. Neither are such laws uniform in their application to purchases by Government contractors. Information will be published from time to time as to the procedure to be followed with regard to state and local taxes. Information already published is contained in a series of memoranda for the chiefs of the technical services and others as follows:

Alabama	Memo. OUSW (PC–L 012.2 Taxes)), 12 January 1942. (Past transactions)
	Memo. OUSW (PC–L 012.2 (Taxes) (Alabama)), 23 January 1942, as amended by Memo. Hq. SOS (SPPDL–012.2 (Taxes) (Alabama)), 12 June 1942. (Future transactions)
Arkansas	Memo. Hq. SOS (SPPDL–012.2 (Taxes) (Arkansas)), 15 April 1942. (Future transactions)
California	Memo. SOS (SPPDL–012.2 (Taxes) (California)), 18 December 1942
Colorado	Memo. No. S5–53–43, 12 March 1943
Georgia	Memo. OUSW (PC–L 012.2 (Taxes)), 13 February 1942. (Past transactions)
Illinois	Memo. Hq. SOS (SPPDL–012.2 (Taxes) (Illinois)), 26 June 1942. (All manufacturing transactions)
	Section V, ASF Circular No. 13, 11 January 1944. (All construction transactions)
Indiana	Memo, No. S5–81–43, 28 April 1943
Iowa	Memo. Hq. SOS (SPPDL–012.2 (Taxes) (Iowa)), 13 October 1942
Kansas	Memo. No. S5–2–43, 2 January 1943
Louisiana	Memo. No. S5–71–43, 2 April 1943
Michigan	Memo. Hq. SOS (SPPDL–012.2 (Taxes) (Michigan)), 1 May 1942
Mississippi	Memo. Hq. SOS (SPPDL–012.2 (Taxes) (Mississippi)), 5 May 1942, as amended by Memo. Hq. SOS (SPPDL–012.2 (Taxes) (Mississippi)), 12 June 1942
Missouri	Memo. Hq. SOS (SPPDL–012.2 (Taxes) (Missouri)), 29 August 1942. (Transactions prior to 7 February 1942)
	Memo. Hq. SOS (SPPDL–012.2 (Taxes) (Missouri)), 29 August 1942. (Transactions after 6 February 1942)
North Dakota	Memo. Hq. SOS (SPPDL–012.2 (Taxes) (North Dakota)), 27 April 1942
Ohio	Memo. Hq. SOS (SPPDL–012.2 (Taxes) (Ohio)), 18 May 1942
Pennsylvania	Memo. Hq. SOS (SPPDL–012.2 (Pennsylvania State Taxes)), 9 April 1942.
South Dakota	Memo. Hq. SOS (SPPDL–012.2 (Taxes) (South Dakota)), 7 April 1942. (Future transactions)
Texas	Memo. OUSW (PC–L 012.2 (Taxes) (Texas)), 23 January 1942. (Future transactions)
Utah	Memo. Hq. SOS (SPPDL–012.2 (Taxes) (Utah)), 30 September 1942
Virginia	Memo. OUSW (PC–L 012.2 (Taxes), 30 January 1942. Future transactions)
Washington	Memo. Hq. SOS (SPPDL–012.2 (Taxes) (Washington)), 27 April 1942
West Virginia	Memo. OUSW (PC–L 012.2 (Taxes)), 7 February 1942, as amended by Memo. Hq. SOS (SPPDL–012.2 (W. Va. State Taxes)), 8 April 1942. (Future transactions)
Wyoming	Memo. Hq. SOS (SPPDL–012.2 (Taxes) (Wyoming)), 24 April 1942

(a) Information as to the situation in other states or advice with respect to particular problems in the states listed above should be obtained from the Office of The Judge Advocate General by inquiry addressed to the attention of the Chief, Tax Division.

(b) The instructions contained in the memoranda listed above are modified by the provisions of § 808.832 so far as they relate to the form of certificates required on invoices of subcontractors and suppliers under cost-plus-a-fixed-fee contracts.

§ 808.832 *Certificate of non-inclusion of State or local taxes in amounts billed to cost-plus-a-fixed-fee contractors or subcontractors.* Where purchases of materials or services by cost-plus-a-fixed-fee contractors or cost-plus-a-fixed-fee subcontractors are exempt from state or local taxes, the vendor's invoices, except as provided in § 808.833, should contain the following statement:

State or local sales, use and similar taxes are not included in the amounts billed.

Where purchases by cost-plus-a-fixed-fee contractors or cost-plus-a-fixed-fee subcontractors are not exempt from state or local taxes the above statement may be omitted from vendor's invoices, but such taxes must be separately itemized.

§ 808.833 *Tax provisions of purchase orders issued by cost-plus-a-fixed-fee contractors and subcontractors.* Cost-plus-a-fixed-fee contractors and cost-plus-a-fixed-fee subcontractors may include in their purchase orders covering supplies or materials the following statement:

Any state or local sales, use, or similar tax, included in the amounts billed MUST be separately stated and itemized. It is understood, and the acceptance of this order shall constitute an agreement, that unless such taxes are separately stated and itemized, no such taxes are included in the amounts billed.

If this statement is included in the purchase order and if no state or local taxes are included in the amount billed to the cost-plus-a-fixed-fee contractor or cost-plus-a-fixed-fee subcontractor, the supplier of the supplies or materials need not include upon his invoice the statement quoted in § 808.832 that certain state or local taxes are not included in the amounts billed. However, even where the purchase order contains the statement quoted above in this paragraph, the invoice of the supplier under the purchase order must separately state and itemize all state or local sales, use or similar taxes which are in fact included in the price billed.

SUBPART F—COLLECTION AND PAYMENT OF FEDERAL EXCISE TAXES BY THE GOVERNMENT

§ 808.840 *General.* Except as provided in § 808.842, the amount of the Federal excise tax will be collected from the purchaser when articles, subject to tax under Chapter 25 (tax on pistols and revolvers—see § 808.803) or Chapter 29 (Manufacturers' excise taxes — see § 808.802, et seq.) of the Internal Revenue Code, purchased free of tax are sold to individuals or used for other than the use of the United States. Funds so collected will be deposited with the local disbursing officer together with information of the name of the contractor from whom the articles were purchased and the number of the contract under which purchase was made. In cases where the name and amount of the contract involved are not known to the sales officer, he will ascertain this information from the shipping or contracting officer or from the chief of the technical service, if necessary.

§ 808.841 *Remittances to contractor.* Funds received by a disbursing officer as payment for taxes imposed by Chapter 25 or 29 of the Internal Revenue Code will be placed in a special deposit account and remitted to the contractor monthly, or at the time the officer closes his accounts when he ceases to disburse, in order that return may be made therefor to the appropriate Collector of Internal Revenue. A copy of the report of such remittance will be forwarded to the Bureau of Internal Revenue. However, if it is impossible for the disbursing officer to determine the contractor from whom the articles subject to tax under Chapter 25 or 29 were purchased, he may remit the amount of the tax to the Collector of Internal Revenue for the district in which the disbursing officer is located with a statement that the name of the contractor is unknown.

§ 808.842 *Transfers to which §§ 808.840 and 808.841 do not apply.* In connection with the following types of transfers of Government-owned property purchased by the Government free of tax, it is not necessary that the amount of the Federal tax be collected from the purchaser and accordingly the provisions of §§ 808.840 and 808.841 are inapplicable:

(a) All sales of used property,

(b) Transfers to a cost-plus-a-fixed-fee contractor of Government-owned property for use in connection with the performance of the contract (whether the transfer is made directly by the Government or on behalf of the Government pursuant to a contract provision similar to that contained in § 808.363),

(c) Sales to a lump sum contractor of Government-owned property for use in connection with the performance of the contract,

(d) Transfers to other agencies of the Government, including transfers for disposition to the Procurement Division, Treasury Department.

§ 808.843 *Adjustment of sales price.* As indicated in § 808.842 (c), it is not necessary that on a sale of property to a lump sum contractor, the amount of the Federal tax, as such, be collected from the contractor. It is not appropriate, however, that the contractor derive the benefit arising from the fact that the Government originally acquired the property tax fee. Accordingly, in fixing the sales price to be paid to the Government by the lump sum contractor, one of the elements going into the price must be the amount of the Federal excise tax which would ordinarily be payable upon a sale of the property.

SUBPART G—ADJUSTMENTS OF CONTRACTS BECAUSE OF CHANGED FEDERAL EXCISE TAXES

§ 808.850 *Excise tax rates increased by Revenue Act of 1943.* The following excise tax rates, among others, were increased (effective 1 April 1944) by the Revenue Act of 1943.

Description of tax	Old rate	Rate under 1943 act
	Per cent	*Per cent*
Retailers' excise taxes:		
Jewelry, etc. (except as to certain watches and alarm clocks)	10	20
Furs	10	20
Toilet preparations	10	20
Luggage (formerly manufacturers' excise tax)	10	20
Manufacturers' excise taxes:		
Electric light bulbs and tubes	5	20
Tax on communication:		
Telephone (over 5¢ cents)	20	25
Domestic telegraph, cable or radio dispatches	15	25
Leased wires, etc	15	25
Wire and equipment service	5	8
Local telephone service	10	15
Tax on transportation of persons	10	15

§ 808.851 *Excise taxes repealed by Revenue Act of 1943.* Section 310 of the Revenue Act of 1943 repealed as of 1 April 1944 the retailers' excise tax imposed by section 2400, Internal Revenue Code, with respect to "silver-plated flatware." Section 311 of the Revenue Act of 1943 revised section 3406 (a) (3), Internal Revenue Code, so as to exempt household type electric vacuum cleaners from manufacturers' excise taxes.

§ 808.852 *Excise taxes repealed by Revenue Act of 1942.* Section 611 of the Revenue Act of 1942 repealed as of 1 November 1942 excise taxes imposed by Internal Revenue Code, section 3406 (a), subsections (5), (7), (8), and (9) relating respectively to electric signs, rubber articles, washing machines and optical equipment. Sections 614 and 615 of the Revenue Act of 1942 have revised sections 3405 and 3406 (a) (6) of the Internal Revenue Code so as to exempt from excise taxation certain commercial refrigerating apparatus and cash registers of the type used in registering over-the-counter retail sales.

§ 808.853 *Contract provisions requiring adjustment by reason of changed Federal excise taxes.* The standard tax article prescribed in § 803.357 (a) (as well as the provision formerly prescribed therein) for lump sum supply contracts requires certain adjustments in contract prices by reason of changes after the date of the contract or the date of the award, as the case may be, in excise taxes directly applicable to the supplies or work covered by the contract or the materials used in the manufacture thereof, all as more fully set out in paragraph (b) of such standard tax article.

§ 808.854 *Adjustments required under standard tax article by reason of increase in rates and repeal of excise taxes.* The increases in rates of excise taxes and the repeal of excise taxes mentioned in §§ 808.850 to 808.852 require adjustment under paragraph (b) of the standard tax article prescribed in § 803.357 (a) or substantially similar provisions, if:

(a) Such taxes are directly applicable to the supplies or work covered by the contract or to the materials used in work or manufacture under the contract (all as more fully set forth in paragraph (b) of such standard tax article);

(b) The date of such contract or of the award, as the case may be, was prior to the date of the applicable increase or repeal; and

(c) Such taxes were included in the contract price. In the case of increase of rates, however, no adjustment will be made in excess of the amount of additional taxes or charges which the contractor is required to pay by reason of such increase. As a general rule, no adjustment will be required in connection with increase in rates of tax imposed with respect to communication and transportation.

§ 808.855 *Authority of chiefs of technical services with respect to adjustments.* To facilitate the prosecution of the war by reducing to a minimum the serious administrative burden of making adjustments referred to in § 808.854 and the time of contractors and government officers consumed in determining the amount thereof, the chiefs of the technical services are authorized pursuant to the First War Powers Act, 1941 and Executive Order No. 9001 to negotiate and effter into supplemental agreements with contractors with respect to the amount of any such adjustments after such verification and check thereof as the chiefs of the technical services severally

shall prescribe. To expedite the negotiation of such adjustments the amount thereof may be determined by estimate, spot check, audit, or in any other manner deemed reasonable or appropriate by the chief of the technical service concerned. No adjustment decreasing the contract price shall be required in respect of any contract or class of contracts as to which the chief of the technical service concerned shall determine that the amount of adjustment possibly to be obtained will not be substantial or will not warrant the interference with the orderly conduct of the procurement program or the expenditure of the time and effort involved in making or determining the amount of adjustment.

§ 808.856 *Situations in which adjustment not required by reason of repeal or increase.* No adjustment of the contract price will be required by reason of the repeal or increase of rates of excise taxes if the contract provides that the contract price does not include such taxes or if the contract does not contain a provision substantially similar to paragraph (b) of the standard tax article prescribed in § 803.357 (a).

§ 808.857 *Adjustments by reason of removal of exemptions by Revenue Act of 1943.* Effective 1 June 1944, certain exemptions available in connection with procurement by the United States were terminated (see § 808.815). Such exemptions, insofar as they relate to manufacturers' excise taxes (§ 808.802 et seq.) and retailers' excise taxes (§803.804 et seq.), remain in force as to contracts entered into prior to that date (see § 808.814) and no adjustments in contract prices are necessary by reason of termination of such exemptions. Such exemptions, however, insofar as they relate to transportation and communications taxes remain in effect only to the extent provided in § 808.810. If under a particular contract provision, adjustment is required by reason of the removal of exemptions relating to transportation and communication taxes, the provisions of § 808.855 shall apply to such adjustment.

§ 808.858 *Tax on transportation of property imposed by Revenue Act of 1942.* No increase will be made in the price payable under a contract executed prior to 1 December 1942 and containing a tax article substantially in the form of the standard tax article prescribed in § 808.357 (a), by reason of the imposition of the tax on transportation of property under section 3475 of the Internal Revenue Code (Revenue Act of 1942, sec. 620) on freight charges which the contractor is bound to pay in accordance with the contract. (See Dec. Comp. Gen. B–30754, dated January 2, 1943; 22 Comp. Gen. 583).

APPENDIX — POLICY AS TO CLAIMING EXEMPTION FROM FEDERAL EXCISE TAXES AVAILABLE ON THE BASIS OF PURCHASE OF ARTICLES FOR THE USE OF THE UNITED STATES [1]

§ 808.890 *General; scope of Appendix.* This Appendix sets forth the policies which were in effect prior to 1 June 1944 as to claiming exemption from Federal excise taxes. These policies were based upon the availability of exemption on the ground of purchase for the use of the United States and therefore remain in effect on and after 1 June 1944 only in those instances where exemption with respect to sales for the use of the United States are continued beyond that date. (See § 808.814 with respect to exemption under contracts entered into prior to 1 June 1944 and § 808.810 with respect to exemption from specific taxes remaining available).

Discussion in this Appendix of statutory exemption provisions and Treasury Regulations relates to the situation existing prior to 1 June 1944 and is applicable with respect to exemptions based on sales for the use of the United States continued beyond that date.

The policy as to claiming exemptions which are available on any basis other than purchase for the use of the United States is set forth in Subpart C of this part (e. g. see § 808.811, concerning exemptions based on exportation and § 808.812, concerning exemption based on supplies and equipment for vessels of war including aircraft).

§ 808.891 *Definition of terms.* (a) The following terms are used in this Appendix as they are defined in Treasury Decision 5114, 27 January 1942 (7 F. R. 579, 29 January 1942):

"Prime Contract" means a contract made by the United States. "Purchase article" means any article purchased as such by the United States under a prime contract. "Construction article" means any article for use as equipment, material or supplies by a prime contractor in performing a prime contract, provided, however, that payment for the article is made by the United States. "Subsidiary article" means any article, which by itself or after being combined by any persons with other articles, is incorporated in a purchase article or construction article.

(b) The following terms are defined for the purposes of this Appendix as follows:

"Subcontract" means any purchase or agreement to perform all or any part of the work, or to make or furnish any article, required for the performance of another contract or subcontract. "Article" includes any material, part, assembly, machinery, equipment or other personal property.

§ 808.892 *Statutory exemptions.* Chapters 19 (Retailers' excise taxes; see § 808.804 et seq.), 25 (pistols, revolvers and certain other firearms; see § 808.803), and 29 (Manufacturers' excise taxes; see § 808.802 et seq.) of the Internal Revenue Code impose certain excise taxes from which exemption is available if the taxable articles are sold for the use of the United States.

§ 808.893 *Exemption under Treasury Decision 5114.* In accordance with Treasury Decision 5114 dated 27 January 1942, articles are exempt from taxes imposed by Chapter 25 or 29, where such articles are used or incorporated by the purchaser as material in the manufacture or production of, or a component part of, an article which is to be furnished to the United States Government, *Provided*, That (a) the price of the article does not include a tax on the sale or transfer thereof under Chapter 25 or 29 of the Internal Revenue Code, (b) the article is included at such tax-free basis in the price of the article in which it is incorporated and (c) satisfactory evidence of the exemption is furnished by tax exemption certificate (see § 808.828). With respect to prime contracts or purchases made 1 March 1943, and purchases made by subcontractors on or after that date, see policies outlined in § 808.897, et seq.

§ 808.894 *When sales deemed for use of United States.* An article is deemed to be sold for the use of the United States when it is sold (a) to the United States to be utilized by the United States or to be disposed of by the United States to a foreign Government, or (b) to a Government contractor or subcontractor (including a supplier) when the article is incorporated in an article sold to the United States or in the building or work constructed, altered, improved or repaired pursuant to a contract with the United States, or (c) to a Government contractor under a cost-plus-a-fixed-fee contract or subcontractor under a cost-plus-a-fixed-fee subcontract where the article is used as equipment, materials or supplies by the contractor or subcontractor in performing a Government prime contract or in performing a subcontract under such prime contract and payment for the article is made by the United States, whether directly or by reimbursement of the contractor or subcontractor for the cost thereof. With respect to purchases by cost-plus-a-fixed-fee subcontractors of articles to be consumed in the performance of the subcontract (see § 808.895 (c)) tax exemption can be obtained under present rulings of the Commissioner of Internal Revenue only by the issuance of a Form 1094 by an authorized Government officer (see § 808.824). The term "incorporated in" as above refers to any process whereby an article enters into building, work or supplies or a component thereof so as to become a part thereof and is not merely consumed in such production.

§ 808.895 *Special considerations affecting tax exemption of lubricating oil and gasoline.* (a) Lubricating oil or gasoline, when incorporated in a purchase article so as to become a part thereof, constitutes a subsidiary article within the meaning of Treasury Decision 5114, and tax exemption of such oil and gasoline can be obtained pursuant to that Treasury Decision. Thus lubricating oil incorporated as the fluid in hydraulic apparatus constitutes a subsidiary article, where the hydraulic apparatus is purchased as such by the United States under a prime contract or where the hydraulic apparatus is a component part of some other article purchased as such by the United States under a prime contract. However, except as stated in paragraph (b) below, the term "subsidiary article" does not include lubricating oil consumed in the operation of machinery in manufacturing such hydraulic apparatus.

(b) Lubricating oil or gasoline is also a subsidiary article when sold to a prime contractor for use as equipment, material or supplies in the performance of his prime contract, if payment for the lubricating oil or gasoline is made by the United States, and in other cases where it can be shown that the United States clearly receives the benefit of exemption from the tax. Thus, where the prime contract involves the construction of a plant, or the operation and maintenance of a plant, either on the basis of cost-plus-a-fixed-fee or some other basis under which the tax on the gasoline or lubricating oil is not to be included in the cost chargeable to the United States, the gasoline or lubricating oil sold to the prime contractor for use in the performance of such prime contract constitutes a subsidiary article within the meaning of Treasury Decision 5114 and tax exemption of such oil and gasoline can be obtained pursuant to that decision. In such case, the gasoline or lubricating oil is deemed to be incorporated in the subject matter of the prime contract, namely, the plant construction or the plant operation.

(c) Gasoline, lubricating oil and other similar consumable supplies, used under cost-plus-a-fixed-fee contracts are exempt. However, such consumable supplies, when constituting subsidiary articles, as in paragraph (b) above, are only exempt under Treasury Decision 5114 if purchased by a prime contractor. If such consumable supplies are purchased by a cost-plus-a-fixed-fee subcontractor or subsidiary subcontractor, Form 1094 must be used in order to secure the exemption from Federal excise tax.

(d) With respect to prime contracts or purchases made after 1 March 1943, and subcontracts or purchases made by contractors or subcontractors on or after that date, see policies outlined in § 808.897 et seq.

§ 808.896 *Exemption rules as to articles subject to tax under Chapters of Internal Revenue Code other than Chapter 25 or 29.* Where any technical service has responsibility for the procurement or purchase of any articles subject to tax under Chapters of the Internal Revenue Code other than Chapter 25 or 29, as for instance Chapter 19, such technical service may prescribe such rules governing the securing of tax exemptions thereunder as it may deem proper.

§ 808.897 *Memorandum of policy, effective as of 1 March 1943, as to Federal excise tax.* The Under Secretary of War, jointly with the Under Secretary of the Navy, has issued the memorandum dated 4 January 1943, quoted below. The purpose of the policies stated therein is to reduce administrative work caused to Government departments and to contractors with respect to Federal excise tax exemptions and to eliminate confusion which has arisen particularly in connection with purchases, on a tax exempt basis in accordance with Treasury Decision 5114, by fixed price (lump sum) contractors and subcontractors, of articles and supplies for incorporation in or use in connection with supplies or work to be furnished or performed under a prime contract with the Government. The policies outlined in the memorandum have no application whatsoever to state and local taxes or exemptions thereunder or to fixed price (lump sum) prime contracts or subcontracts made prior to 1 March 1943 or to subcontracts or purchase orders thereunder. (The memorandum does not change or have any effect upon the exemption expressly provided by section 3442 (1) of the Internal Revenue Code under which contractors manufacturing taxable purchase articles may obtain subsidiary articles tax exempt in the manner provided in that section and applicable regulations—see § 808.813.) The memorandum follows:

POLICY AS TO FEDERAL EXCISE TAX EXEMPTIONS—TO BECOME EFFECTIVE MARCH 1, 1943

The War and Navy Departments adopt the following policies as to the payment of Federal excise taxes and exemptions therefrom, with respect (a) to all contracts executed by the Government after March 1, 1943, and all subcontracts thereunder and (b) to all subcontracts made after March 1, 1943, under cost-plus-a-fixed-fee prime contracts, regardless of when the prime contracts were executed. Certain terms used in this memorandum are defined in Note 1 below. The purpose of these policies is to reduce administrative work caused to Government Departments and to contractors with respect to Federal excise tax exemptions and to avoid the complications which have arisen in connection with purchases on a tax exempt basis in accordance with Treasury Decision 5114 by fixed price (lump sum) contractors and subcontractors.

1. The Government may make direct purchase of articles subject to Federal excise taxes ("purchase articles") on a price basis which either includes or excludes such taxes. In general, it will be War and Navy Department policy to make such direct purchases on a tax exclusive basis except where administrative convenience makes tax inclusive purchasing preferable.

2. In general, fixed-price (lump sum) contractors, subcontractors, suppliers and materialmen will not be authorized to purchase "construction articles", "subsidiary articles" or articles used or consumed in the performance of the prime contract or subcontract, on a tax-exclusive basis pursuant to Treasury Decision 5114, and no tax exemption certificates will be issued in respect thereof.

3. A prime contractor under a cost-plus-a-fixed-fee or cost prime contract, or any cost-plus-a-fixed-fee or cost subcontractor thereunder, may purchase any articles subject to Federal excise taxes ("construction articles", "subsidiary articles," or articles used or consumed in the performance of such prime contract or subcontract) on a price basis which either includes or excludes such taxes, *provided* that in general purchases on a tax exclusive basis shall be made by a cost-plus-a-fixed-fee subcontractor only where there is no fixed-price contractor intervening between such subcontractor and the prime contractor. Tax exemption certificates will be issued where purchases are made on a tax-exclusive basis pursuant to the policy announced in this paragraph. In general, it will be War and Navy Department policy to have such cost-plus-a-fixed-fee contractors and cost-plus-a-fixed-fee subcontractors make such purchases on a tax exclusive basis except where administrative convenience makes tax inclusive purchasing preferable. The term "cost contract" includes any contract provision on a cost basis and any contract for special additional facilities or emergency plant facilities of the Government-ownership type or substantially in the form approved by the Advisory Commission to the Council of National Defense and published in the FEDERAL REGISTER on October 19, 1940 (5 F. R. 4147, No. 205).

4. Exceptions to the policies prescribed in this memorandum may be authorized by the War or Navy Departments in order to facilitate procurement.

5. Bidders and contractors will be advised of the policies herein set forth as promptly as possible, so that they may make plans, fix prices and prepare cost analyses consistently with such policies.

6. The policies herein contained have no application to state and local taxes. These policies will likewise not necessitate any change in the policies applicable to fixed-price prime contracts and subcontracts executed prior to March 1, 1943, and subcontracts thereunder.

Dated this 4th day of January, 1943.

ROBERT P. PATTERSON
Under Secretary of War
FORRESTAL
Under Secretary of the Navy

[NOTE 1: This note in the statement of policy refers to the definitions set out in § 808.891.]

(a) *Changes effected by memorandum of policy.* (1) Fixed price (lump sum) prime contracts made on or after 1 March 1943 for the acquisition by the War Department of articles subject to Federal excise taxes ("purchase articles") shall in general be made on a price basis which excludes such Federal excise taxes. The chief of any technical service may authorize any contract or class of prime contracts to be made on a price basis which includes such Federal excise taxes.

(2) Fixed price (lump sum) prime contractors under contracts made on or after 1 March 1943 and subcontractors under them will not in general be authorized to purchase "subsidiary articles" (see paragraph 891) or articles used or consumed in the performance of the prime contract on a tax exclusive basis pursuant to Treasury Decision 5114.

(3) Where the prime contract with the Government is on a cost-plus-a-fixed-fee basis, regardless of the date of the execution of the prime contract, a fixed price (lump sum) subcontractor thereunder whose subcontract is made on or after 1 March 1943 will not be authorized to purchase "subsidiary articles", or articles used or consumed in the performance of the prime contract or subcontract, on a tax exclusive basis pursuant to Treasury Decision 5114.

(4) Cost-plus-a-fixed-fee prime contractors and cost-plus-a-fixed-fee subcontractors acting under them (where no lump sum contractor intervenes between the prime contractor and the cost-plus-a-fixed-fee subcontractor) will normally purchase articles, which are subject to Federal excise tax, on a tax exclusive basis.

(b) *Issue of tax exemption certificates.* Except as provided in (c), no tax exemption certificate will be issued by any officer or employee of the War Department or pursuant to Treasury Decision 5114 in a manner inconsistent with the policies provided in §§ 808.897 and 808.897 (a). Nothing in these regulations, however, requires any contractor or subcontractor to forego any Federal excise tax exemption to which he may be entitled otherwise than under Treasury Decision 5114

[1] The matters set forth in this Appendix have limited application. See § 808.890.

(see, for example, sec. 3442, IRC). Where contractors are entitled to any such exemption, contracting officers should take precautions to see that prices under lump sum contracts are fixed after giving due consideration to the effect of such exemption (see § 808.813).

(c) *Variations from policy by chief of any technical service.* The chief of any technical service may authorize variations (consistent with applicable tax exemption laws and tax regulations) from the policies set forth in § 81.897, et seq., in any case or class of cases where he finds that such action is necessary to facilitate procurement. Any variations so authorized will be reported at once in writing to the Director, Purchases Division, Headquarters, Army Service Forces. (Variations authorized by § 808.897 (e) need not be so reported.)

(d) *Documents to be consistent with policy.* The chief of each technical service will make necessary changes in existing bid forms, specifications, and instructions relating to bids and evaluation of contracts to carry out the policies set forth in the memorandum quoted in this section. Great care should be exercised in drawing contracts and purchase orders to make certain that their provisions reflect accurately the intention of the parties with respect to taxes and that they are consistent with the policies above mentioned.

(e) *Exception to tax policy with respect to radio apparatus, parts and similar items.* In some instances contractors have experienced difficulty in ascertaining whether particular items and parts of certain specialized military and naval equipment fall within the category of articles enumerated in section 3404, Internal Revenue Code (see § 808.802 (c)). Accordingly, as an exception to the tax policy set forth in § 808.897 (see § 808.897 (c)), contracting officers are given authority to make prime contracts by the terms of which the prime contractor will be permitted to make purchases, on a basis exclusive of tax, of articles which are or may be subject to the tax imposed by section 3404 or section 3444 (so far as it relates to articles enumerated in section 3404), Internal Revenue Code, whether such articles (1) constitute subsidiary articles, or (2) are acquired by the prime contractor for transfer by him to the United States as purchase articles. With respect to any such purchases, the prime contractor may be authorized to issue tax exemption certificates in accordance with Treasury Decision 5114 and subject to its limitations.

(f) *Taxable articles manufactured by the prime contractor and included in a purchase article as a component part thereof.* The tax policy set out in § 808.897 and 808.897 (a) is not intended to prevent the Government from buying purchase articles on a basis exclusive of any taxes on component parts of such purchase articles where such component parts (1) have been manufactured by the prime contractor himself and (2) have been included in the purchase article by such manufacturer himself. Buying such purchase articles from prime contractors on a basis exclusive of any tax imposed with respect to such component parts pursuant to the provisions of Internal Revenue Code, section 3444, is consistent with the above mentioned tax policy.

[Procurement Reg. 9]

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SUBPART A—CONVICT LABOR LAW

§ 809.901 *Basic statutes.* The public policy of the United States as to convict labor is expressed in the act of February 23, 1887 (24 Stat. 411; 18 U. S. C. 708, 709). This statute is a penal one and provides for imprisonment or fine upon conviction for its violation. See also 47 Stat. 418; 31 U. S. C. 686b; 45 Stat. 1084; 49 U. S. C. 60; 49 Stat. 494; 49 U. S. C. 61–64; 54 Stat. 1134, as amended 55 Stat. 581; 18 U. S. C. 396a.

§ 890.902 *Executive order of the President.* Pursuant to the public policy prescribed by the aforementioned act of February 23, 1887, the President on May 18, 1905, issued an Executive Order which provides, in substance, that all contracts which shall hereafter be entered into by officers or agents of the United States involving the employment of labor in the States composing the Union, or the Territories contiguous thereto, shall, unless otherwise provided by law, contain a stipulation forbidding, in the performance of such contracts, the employment of persons undergoing sentences of imprisonment at hard labor which have been imposed by courts of the several States, Territories, or Municipalities having criminal jurisdiction.

Under date of July 9, 1942, the President issued Executive Order 9196 which "in order to remove any doubts which might otherwise exist and to insure the effective utilization of all existing productive facilities, * * * ordered that Executive Order No. 325A of May 18, 1905, be, and the same is hereby, suspended for the period of the war and for six months thereafter to the extent necessary to permit officers and agencies of the Federal Government charged with the purchase or procurement of articles necessary in the conduct of war to procure, directly or indirectly, through any contractor or subcontractor or otherwise, articles of any kind produced in any Federal, State or territorial prison, provided such articles are not produced pursuant to any contract or other arrangement under which prison labor is hired out to, or employed or used by, any private person, firm or corporation."

§ 809.903 *Application of basic statutes.* (a) The prohibitions contained in the foregoing provisions of this section do not apply to the following purchases:

(1) Purchases of items manufactured, or services rendered, by Federal Prison Industries, Inc. (see § 806.608).

(2) Purchases of items manufactured or produced, or of services rendered, by State prisons or other correctional State institutions (see § 806.608a).

(b) The Assistant Solicitor General has advised the Chairman of the War Production Board that the Federal statutes prohibiting shipment of convict-made goods and subjecting such shipments to the operation of state prohibitory laws (See e. g. 54 Stat. 1134, as amended 55 Stat. 581; 18 U.S.C. 396a; 45 Stat. 1084; 49 U.S.C. 60; 49 Stat. 494; 49 U.S.C. 61–64) do not extend to convict-made goods being procured by a contractor directly or indirectly for the Federal Government, *Provided*,

(1) That there is no other source of supply readily available to him on the open market;

(2) That purchases of such articles, materials or supplies are limited to the amount necessary to fulfill specific existing contracts with the Government; and

(3) That all such purchases are made at prices substantially equivalent to the current market price of the commodity purchased.

He has also expressed the view that an order of the Secretary of Labor, dated May 26, 1942, has the effect of exempting from the operation of the convict labor provisions of the Walsh-Healey Act (49 Stat. 2036, as amended, 41 U.S.C. 35 and following) "Contracts negotiated during the present war for the purchase of prison-made goods by contractors, subcontractors or brokers when such purchases are limited as above set forth to the purchase of such goods for the purposes of existing Government Contracts." (See opinion of Attorney General, May 6, 1942; letter amplifying this opinion to the Chairman, War Production Board from the Assistant Solicitor General, dated June 20, 1942.)

(c) The provisions of the statute referred to in § 809.901 do not prohibit the employment by contractors or subcontractors of persons serving sentences on parole or probation, nor to convicts who have served their terms.

SUBPART B—EIGHT-HOUR LAW OF 1912

§ 809.904 *Basic law.* The act requires that, in every contract to which it is applicable, a provision must be inserted that no laborer or mechanic doing any part of the work contemplated by the contract in the employ of a contractor or any subcontractor, shall be required or permitted to work more than 8 hours in any one calendar day upon such work unless such mechanic or laborer is compensated for all hours worked in excess of 8 hours in any one calendar day at not less than 1½ times the basic rate of pay.

Act of June 19, 1912 (37 Stat. 137), as amended by section 5 (b) act of June 28, 1940 (54 Stat. 679) and section 303 act of September 9, 1940 (54 Stat. 884), 40 U. S. C. 324, 325, 325–A; M. L. 1939 and Supp. II, secs. 743, 745.

(a) *Form of provision.* The form of the provision to be used in contracts to which the act applies is set out in § 803.346.

§ 809.905 *Applicability.* The basic law applies to all War Department contracts which may require or involve the employment of laborers or mechanics either by the prime contractor or any subcontractor, with the following exceptions:

(a) *Exceptions.* The law does not apply to supply contracts, such contracts ordinarily being subject to the Walsh-Healey Act where the amount involved is in excess of $10,000.00 (Subpart E of this part).

(b) *Exceptions.* Where the same class of work is not, as a general rule, being performed by the Government, contracts for any of the following classes of work are not covered by the act.

(1) Contracts for transportation by land or water.

(2) Contracts for the transmission of intelligence.

(3) Contracts for the construction or repair of levees or revetments necessary for protection against floods or overflows on the navigable waters of the United States.

(4) Contracts for supplies or for such materials or articles as may usually be bought in the open market, whether such supplies, materials or articles are made to conform to particular specifications or not (except armor and armor plate).

(c) *Exceptions.* The law does not apply to contracts between the War Department and any one of the several States of the Union or the political subdivisions thereof. The law, however, is applicable to any subcontract covering any part of the work covered by such prime contract with a State (or political subdivision thereof) where it is sublet to a private contractor.

(d) *Dredge workers.* The Attorney General has expressed the opinion that the basic law is not applicable to the employment of members of the crew of a dredge or like floating plant (38 Op. A. G. 150 (1934)).

SUBPART C—COPELAND ("ANTI-KICKBACK") ACT

§ 809.906 *Basic law.* The act provides that whoever shall induce any person employed in work subject to the act to give up any part of the compensation to which he is entitled under his contract of employment by force, intimidation, threat of procuring dismissal from such employment or any other manner whatsoever, shall be fined not more than $5,000 or imprisoned not more than 5 years, or both. Act of June 13, 1934, (48 Stat. 948) 40 U. S. C. A. secs. 276 (b) and (c) as amended by Reorganization Plan No. IV, effective June 30, 1940, (54 Stat. 1236) in accordance with sec. 4 of H. J. Res. 551 (Pub. Res. 75) approved June 4, 1940, sec. 4, (54 Stat. 231)—5 U. S. C. 133u.

(a) *Form of provision.* The form of the provision required by regulation in contracts to which the act applies is set out in § 803.344. (Title 29–A, Department of Labor Regulations 2.6). (29 CFR, Cum. Supp., 3.6).

§ 809.907 *Applicability*—(a) *Character of contracts.*—Generally the act applies to contracts and subcontracts regardless of amount for the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States.

(b) *Cost plus contracts.* The act applies to contracts for such work entered into upon a cost-plus-a-fixed-fee basis or otherwise, with or without advertising for proposals, as well as to contracts entered into upon a lump sum basis.

(c) *Exceptions.* The act does not apply to supply contracts, such contracts ordinarily being subject to the Walsh-Healey Act where the amount is in excess of $10,000 (see Subpart E of this part); nor does it apply ordinarily to installation or maintenance work done for the account of the Government in connection with and as an incident to supply contracts.

(d) *Determination of applicability.* Since the primary factor for determining whether or not the act applies is the nature of the work contemplated in the contract and since this same factor is involved in determining whether or not the Davis-Bacon Act applies, reference is here made to § 809.911 to 809.911 (e) under Subpart D which are equally applicable to this subpart.

(e) *Exceptions.* The form of provision required in § 803.344 is not required in War Department contracts with a State, or a political subdivision thereof, nor are other regulations with regard to the filing of affidavits, payroll summaries and securing authorized payroll deductions applicable to such contracts. However, the provision must be included and the regulations must be followed in subcontracts of any part of the work involved sublet by any state (or political subdivision thereof) to a private contractor.

§ 809.908 *Procedure.* Pursuant to the provisions of the act, the Secretary of Labor has prescribed certain regulations made effective April 30, 1942 which govern the procedure to be followed in connection with contracts that are subject to the act, and the Davis-Bacon Act (§ 809.910 and following); also with regard to certain types of authorized deductions and the method of securing approval thereof. The substance of the pertinent regulations follows:

(a) *Weekly affidavit with respect to payment of wages.* Each contractor or subcontractor engaged in work subject to the act is required to furnish each week a sworn affidavit with respect to the wages paid each of its employees (which shall not be deemed to apply to persons in classifications higher than that of laborer and mechanic and those who are the immediate supervisors of such employees) engaged on the work covered by the act during the preceding weekly payroll period. The affidavit shall be executed and sworn to by the contractor or subcontractor who supervises the payment of wages and shall be in the following form:

STATE OF _____;
County of _____, *ss:*

I, _____ (Name of party signing affidavit), _____ (title) being duly sworn, do depose and say: That I pay or supervise the payment of the persons employed by _____ (contractor or subcontractor) on the _____ (building or work); that the attached payroll sets out accurately and completely the name, occupation, and hourly wage rate of each person so employed for the weekly payroll period from the ____ day of _____, 194__, to the ____ day of _____, 194__; the total number of hours worked by him during such period, the full weekly wages earned by him and any deductions made from such weekly wages, and the actual weekly wages paid to him; that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (contractor or subcontractor) from the full weekly wages earned as set out on the attached pay roll; and that no deductions, other than the permissible deductions (as defined in the Regulations under the "Kickback" Act (48 Stat. 948) described in the following paragraph of this affidavit, have been made or will be made, either directly or indirectly, from the full weekly wages earned as set out on the attached pay roll.

(Paragraph describing deductions, if any.)

_____
(Signature and title)

Sworn to before me this _____ day of _____, 194__. (Title 29–A Dept. of Labor Regulations, 2.3 (b)). 29 CFR, Cum. Supp., 3.3 (b)).

(b) *Exemptions with respect to weekly affidavits.* Upon a written finding by the Secretary of War, the Secretary of Labor may provide reasonable limitations, variations, tolerances and exemptions from the requirements set forth in paragraph (a) above, subject to such conditions as the Secretary of Labor may specify. Request for such finding shall be submitted through the chief of the technical service to the Industrial Personnel Division Headquarters, Army Service Forces, for submission through channels to the Secretary of Labor. (Title 29-A, Dept. of Labor Regulations, 2.3 (c)). (29 CFR, Cum. Supp., 3.3 (c)).

(c) *Submission of weekly affidavits and subcontractors summaries.* (1) Each weekly affidavit shall be delivered by the contractor or subcontractor within seven days after the regular payment date of the payroll period to the contracting officer or such other officer as may be designated for such purpose by the chief of the technical service.

(2) After such examination and check as may be made, one affidavit and one copy of the payroll of each contractor and subcontractor engaged on Federal construction (except shipbuilding and railroad), covering the weekly payroll periods ending nearest January 15, April 15, July 15, and October 15 shall be submitted quarterly by the contracting officer or other designated officer to the U. S. Department of Labor within 14 days after the close of the specified payroll period.

(3) Affidavits and payrolls for all contracts (except shipbuilding and railroads) located in the States listed below should be mailed to the addresses indicated:

State and Location of Regional Office

Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina, Tennessee, Virginia. Regional Wage Analyst, Bureau of Labor Statistics, 4th Floor, Carl Witt Building, 249 Peachtree Street, N. W., Atlanta, Georgia.

Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont. Regional Wage Analyst, Bureau of Labor Statistics, 294 Washington Street, Boston, Massachusetts.

Illinois, Indiana, Minnesota, North Dakota, South Dakota, Wisconsin. Regional Wage Analyst, Bureau of Labor Statistics, Room 1212, Merchandise Mart, 222 West North Bank Drive, Chicago, Illinois.

Louisiana, Oklahoma, Texas. Regional Wage Analyst, Bureau of Labor Statistics, 1610 Mercantile Bank Building, Dallas, Texas.

Kentucky, Ohio, West Virginia. Regional Wage Analyst, Bureau of Labor Statistics, 133 Federal Building, Public Square, Cleveland, Ohio.

Colorado, Idaho, Montana, New Mexico, Utah, Wyoming. Regional Wage Analyst, Bureau of Labor Statistics, 422 Chamber of Commerce Building, Denver, Colorado.

Michigan. Regional Wage Analyst, Bureau of Labor Statistics, Room 926, David Stott Building, 1150 Griswold Street, Detroit, Michigan.

New York, New Jersey Counties: Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren. Regional Wage Analyst, Bureau of Labor Statistics, Room 713, Parcel Post Building, 341 Ninth Avenue, New York, New York.

Delaware, District of Columbia, Maryland, Pennsylvania, New Jersey Counties: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem. Regional Wage Analyst, Bureau of Labor Statistics, Room 1634, Widener Building, Chestnut and Juniper Streets, Philadelphia, Pennsylvania.

Arkansas, Iowa, Kansas, Missouri, Nebraska. Regional Wage Analyst, Bureau of Labor Statistics, 3000 Fidelity Building, Kansas City, Missouri.

Arizona, California, Nevada. Regional Wage Analyst, Bureau of Labor Statistics, Room 410–412, Golden Gate Building, 25 Taylor Street, San Francisco, California.

A separate office for the Southern California area is maintained at: Room 1529, Post Office and Court House Building, Los Angeles, California.

Oregon, Washington. Regional Wage Analyst, Bureau of Labor Statistics, 516 Seaboard Building, Seattle, Washington.

(4) In the case of shipbuilding and railroad contracts, affidavits and payrolls will be submitted for payroll periods ending nearest May 15 and November 15 to the Bureau of Labor Statistics, Washington, D. C.

(d) *Submission of subcontractor summaries.* Each contractor or subcontractor shall within seven days after the making of any subcontract with another person concerning work subject to the Act deliver to the contracting officer or such other officer as may be designated for such purpose by the chief of the technical service, an affidavit setting forth the name and address of his subcontractor and a summary description of the precise work subcontracted. After such examination and check as may be made, such affidavit or a copy thereof shall be transmitted by the contracting officer or other designated officer directly to the Bureau of Labor Statistics, U. S. Department of Labor, Washington, D. C. (Title 29-A Department of Labor Regulations 2.4 (b)) (29 CFR, Cum. Supp., 3.4 (b)).

(e) *Authorized payroll deductions.* Deductions for the following purposes are permissible:

(1) Where required by Federal, State, or local statutes or ordinances to be made by the employer from the wages earned by the employee;

(2) Bona fide prepayment of wages without discount or interest;

(3) Deductions required by court process provided that the contractor or subcontractor will not be permitted to make such a deduction in favor of the contractor, subcontractor, or any affiliated person or where collusion or collaboration exists. (Title 29-A Department of Labor Regulations 2.5 (a)) (29 CFR, Cum. Supp., 3.5 (a)).

(f) *Authorized payroll deductions.* Any deduction is also permissible which in fact meets the following standards and with respect to which the contractor or subcontractor shall have made written application by registered mail to the Secretary of Labor, a copy of which application shall be sent to the contracting agency by the contractor or subcontractor setting forth all the pertinent facts, indicating that such deductions will meet the following standards:

(1) That such deduction is not prohibited by other law; and

(2) That such deduction is (i) voluntarily consented to by the employee in writing and in advance of the period in which the work was done, and that consent to the deduction is not a condition either for the obtaining of or for the continuance of employment; or (ii) that such deduction is for the benefit of the employees or their labor organization through which they are represented and is provided for in a bona fide collective bargaining agreement; and

(3) That from such deduction no payment is made to, nor profit or benefit is obtained directly or indirectly by the contractor or subcontractor or any affiliated person, and that no portion of the funds, whether in the form of a commission or otherwise, will be returned to the contractor or subcontractor or to any affiliated person; and

(4) That the convenience and interest of the employees are served thereby, and that such or similar deductions have been customary in this or comparable situations. (Title 29–A Dept. of Labor Regulations 2.5 (b)). (29 CFR, Cum. Supp., 3.5 (b)).

(g) *Authorized payroll deductions.* After application in good faith, the deduction may be made in accordance with the foregoing standards: *Provided, however,* That if the Secretary of Labor, on his own motion, or on the application of any person or agency affected by the granting of the application, shall conclude at any time, after written notice to the applicant and an opportunity for him to present his views in support of the deduction, that the deduction has not met the foregoing standards, such deductions shall cease to be "permissible" seven days after the applicant and the Federal agency concerned have been notified of the Secretary's decision. (Title 29–A Department of Labor Regulations 2.5 (c)). (29 CFR, Cum. Supp., 3.5 (c)).

(h) *Authorized payroll deductions.* Upon application to and prior written permission from the Secretary of Labor, and subject to the standards set forth in paragraph (f), deductions may be made by a contractor or subcontractor or any affiliated person, for membership fees in group benefit or retirement associations; for board and lodging; or for other purposes where the Secretary of Labor concludes the deduction is required by compelling circumstances; provided, however, the contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction. A copy of the Secretary's decision shall be sent to the applicant and the Federal agency concerned. (Title 29–A Department of Labor Regulations 2.5 (d)). (29 CFR, Cum. Supp., 3.5 (d)).

(i) *Authorized payroll deductions.* In accordance with and subject to the standards set forth in paragraph (f), general permission is hereby granted to make payroll deductions for:

(1) The payment of the purchase price of United States Defense Stamps and Bonds and United States Tax Savings Notes;

(2) The repayment of loans to or the purchase of shares in credit unions organized and operated in accordance with District of Columbia, Federal, or State credit union statutes.

(3) Contributions to a Federal governmental or quasi-governmental agency. (Title 29–A Department of Labor Regulations 2.5 (e)). (29 CFR, Cum. Supp., 3.5 (e)).

(j) *Restricted payments prohibited.* In any case in which the employee does not have full and actual freedom of disposition of his wage payment, whether made in cash or by check, any restricted payment made to the employee is considered a deduction under the regulations in this part. (Title 29–A Department of Labor Regulations 2.5 (h)). (29 CFR, Cum. Supp., 3.5 (h)).

(k) *Lack of knowledge no defense.* Nothing herein shall be construed to permit any deduction which the contractor or subcontractor knew, or in the exercise of good faith should have known, did not meet the foregoing standards. In order to insure compliance with this section, the Secretary of Labor may notify the contractor or subcontractor that the deduction will be permitted only if certain conditions with respect thereto are observed. The contractor or subcontractor or any affiliated person shall also comply with such general rules and regulations concerning the deductions as the Secretary of Labor shall make from time to time, notice of which shall have been given to the contractor or subcontractor or any affiliated person making the deduction and to the Federal agency concerned either directly or through publication in the FEDERAL REGISTER. (Title 29–A Dept. of Labor Regulations 2.5 (g)). (29 CFR 3.5 (g)).

(l) *Request for advisory opinions.* The Secretary of Labor will furnish an opinion regarding the coverage of any specific project or with respect to the application of any provisions of the regulations in this part at the request of any Federal or State agency. Request for any such opinion shall be submitted through the chief of the technical service to the Industrial Personnel Division, Headquarters, Army Service Forces, for submission through channels to the Secretary of Labor. (Title 29–A Department of Labor Regulations 2.7). (29 CFR, Cum. Supp., 3.7).

§ 809.909 *Alternative procedures for railway carriers.* By letters of October 5, 1942 and January 22, 1943 from the Secretary of Labor to the Secretary of War, a partial exemption regarding the submission of weekly reports above described in § 809.908 (a) was granted to railway carriers and an alternative method for obtaining permission of the Secretary of Labor to make certain types of deductions was approved. Copies of these letters may be obtained from the office of the Labor Relations Branch, Industrial Personnel Division, Headquarters, Army Service Forces.

SUBPART D—DAVIS-BACON ACT

§ 809.910 *Basic law.* The act as amended requires as to every contract to which it applies:

(1) That a scale of minimum wages for every class of mechanics or laborers employed shall be set out in the specifications (in cases where specifications are advertised for bids).

(2) That a minimum wage scale must be included in the contract together with a stipulation that the same will be observed whether contracts are let on bids or not.

(3) The inclusion of certain additional provisions referred to hereinafter for the administration and enforcement of the required stipulations.

Act of March 3, 1931 (46 Stat. 1494), as amended by act of August 30, 1935 (49 Stat. 1011), act of June 15, 1940, (54 Stat. 399), and act of March 23, 1941, (55 Stat. 53—40 U, S. C. 276 a, a-1 to a-7), M. L. 1939 and Sup. I, sec. 746.

(a) *Form of provisions required.* The form of provisions required by regulation in contracts to which the Act applies is set out in § 803.343 and 803.343 (a). (Title 29–A, Department of Labor Regulations 2.6). (29 CFR, Cum. Supp., 3.6).

§ 809.911 *Applicability; character of contracts covered.* The act as amended applies to all contracts in excess of $2000 to be performed in any of the States of the United States, the Territory of Alaska, the Territory of Hawaii or the District of Columbia, for construction, alteration or repair including painting or decorating of public buildings or public works where the same require or involve the employment of mechanics or laborers. The act applies to contracts entered into upon a cost-plus-a-fixed-fee basis or otherwise with or without advertising for bids, as well as to contracts entered into upon a lump sum basis.

(a) *Definition of "building" and "work" by regulation.* The Secretary of Labor has, by regulation, defined the words "building" and "work" as including, generally, construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work.

(b) *Definition of "construction", or "repair".* The Secretary of Labor has defined the above terms as used in the act and in the Copeland Act covered in Subpart C above as, in substance including all types of work done under a construction contract such as altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work by persons employed at the site by the contractor or subcontractor. (Title 29–A Department of Labor Regulations 2.2 (b)). (29 CFR, Cum. Supp., 3.2 (b)).

(c) *Exceptions.* The law does not apply to contracts between the War Department and any one of the several States of the Union or the political subdivisions thereof. The law, however, is applicable to any subcontract covering any part of the work covered by such prime contract with a State (or political subdivision thereof) where it is sublet to a private contractor.

(d) *Exceptions based on nature of work contemplated by contract.* The Act does not apply to:

(1) Contracts for servicing and maintenance work generally (Title 29–A, Department of Labor Regulations, 2.2 (a)), (29 CFR, Cum. Supp., 3.2 (a)).

(2) Contracts for manufacturing and furnishing materials or supplies (See Title 92–A, Department of Labor Regulations, 2.2 (a) (29 CFR, Cum. Supp., 3.2 (a)), and servicing and maintenance work incident thereto.

(3) Contracts covering the furnishing of equipment and operating personnel for work only incidental to public works (see 19 Comp. Gen. 467, Dec. B–6009, Nov. 1, 1939.).

(e) *Exceptions, "servicing and maintenance work" defined.* The terms "servicing and maintenance work" as used in subparagraphs (3) and (4) of paragraph (d) above, include:

(1) Movement of machinery into or out of or from one part to another part of a building or plant completed or substantially completed.

(2) Installation of machinery, machine tools or other equipment in a plant or building completed or substantially completed.

(3) Plant rearrangement and production facilities adjustment or alterations incident to (1) or (2) above.

NOTE: This definition in connection with subparagraphs (3) and (4) of paragraph (d) does not relate to servicing and maintenance prosecuted by a construction contractor as a part of construction work.

(f) *Exceptions based on other grounds.* The act does not apply to:

(1) Contracts for construction, alteration or repair, though otherwise meeting the tests of coverage hereinabove set out, where the place of performance of the contract is not known or cannot be reasonably ascertained at the time the contract is negotiated.

(2) Contracts with railroad carriers and airline carriers engaged in interstate or foreign commerce, or subcontracts let to such carriers for the construction, alteration or repair of railways, or other facilities, insofar as such contracts involve railways or other facilities, insofar as such contracts involve wage rates payable to employees of such carriers operating under collective bargaining agreements with such carriers made agreeable to the provisions of the Railway Labor Act, as amended. (Letter March 14, 1942 from the Secretary of Labor to the Secretary of War, and amendment dated April 10, 1936, 49 Stat. 1189, 45 U. S. C. 181 through 188, of the "Railway Labor Act" of 1926).

(g) *Determination by chief of technical service.* The act contemplates an administrative determination of the application of the law to particular contracts and the War Department is authorized to make such determination. The chief of the technical service involved will determine within his own office whether the foregoing regulations require the inclusion of Davis-Bacon (and Copeland) act provisions in any particular contract. In cases of doubt the question, accompanied by full statement of the facts, shall be referred to the Industrial Personnel Division, Headquarters, Army Service Forces, for determination.

§ 809.912 *Regulations, forms and procedures*—(a) *Regulations.* The regulations of the Secretary of Labor described in § 809.908, where pertinent, are applicable to all contracts subject to the act.

(b) *Regulations.* Regulation No. 503, issued by the Secretary of Labor September 30, 1935, as amended April 30, 1942, prescribes the procedures to be followed in predetermining prevailing rates of wages. Whenever a request for wage rate predeterminations is made by the contracting officer and referred to the Secretary of Labor in accordance with the procedures hereinafter described, the necessary steps to obtain evidence upon which the Secretary may make the requisite predeterminations are to be taken by the Solicitor of Labor in accordance with the provisions of Regulation No. 503.

(c) *Forms.* Wage rate predeterminations are to be requested on Forms DB–11, accompanied by Forms DB–15, issued by the Department of Labor (see paragraphs (e) and (f) below). Reports of violations are to be made on standard Form No. 1093 (see paragraph (g) below).

(d) *How obtained.* Copies of pertinent regulations and forms will be obtained by the chief of the technical service directly from the Department of Labor for distribution to those concerned. The chiefs of the technical services are responsible for the suppying of the necessary regulations and forms to their contracting officers.

(e) *Procedures; request for wage rate predeterminations.* Prior to entering into negotiations for awarding a contract to which the basic law is applicable, the contracting officer will request the Secretary of Labor, through the chief of the technical service concerned, to predetermine the wage rates to be contained in the contract. This request will be made on Department of Labor Form DB–11, and the instructions on that form will be followed. Since the Department of Labor has stated that the basic law does not apply to the following positions, no predetermination of wages is necessary in their cases:

Assistant engineer on dredges or floating plant in supervisory positions.	Master or Captain.
	Mate.
	Mess boy.
	Messenger.
Assistant foreman, Camp assistant.	Office manager.
	Pilot.
Checker.	Quartermaster or steersman.
Chief mate.	Steward.
Civil engineer.	Storekeeper.
Clerk.	Superintendent.
Cook.	Timekeeper.
Cook's helper.	Waiter.
Foreman.	Watchman.
Junior deck officer.	

(f) *Procedures; prevailing rate information.* Each request submitted as indicated in paragraph (e) above will be accompanied by one or more copies of Department of Labor Form DB–15, executed in accordance with the instructions on that form, which require a separate form for each occupation. In filling out this form, the contracting officer will consult the following and consider the information obtained therefrom in forming the opinion which he is required to state on the form:

(1) The Building Trades Council (or some other local federation or council of the various craft unions).

(2) Independent labor organizations not allied with the local Building Trades Council,

(3) Municipal officials (the commissioner of public works, the city clerk or other officials in charge of municipal construction who have data on the wage rates paid on city projects),

(4) The employers' organizations (such as Master Builders, the Master Painters, or other contractors' associations, the local chamber of commerce, etc.),

(5) Individual contractors and architects in the locality,

(6) The State Labor Department or its equivalent,

(7) The contracting officer and supervising superintendent, and

(8) The local office of the United States Employment Service or affiliated agency.

(g) *Procedures; service commands.* Requests by commanding generals of service commands to the Department of Labor for the confirmation or establishment of prevailing wage determinations for construction work prosecuted under a contract to which the provisions of the act are applicable, should be channeled through the Division Engineer of the Corps of Engineers, who will forward the request to the Department of Labor through the Chief of Engineers. The Division Engineer has available current Davis-Bacon wage rate schedules to be employed in the award of such contracts and trained personnel familiar both with War Department construction policies and the technical requisites for procuring proper wage determinations.

(h) *Reports of violations.* Where a contracting officer finds that any laborer or mechanic employed by a contractor or subcontractor on work subject to the act has been or is being paid wages less than the wages required by the contract to be paid, the contracting officer will make a report on standard Form No. 1093 (schedule of deductions from payment to contractors) executed as completely as possible from his records to the disbursing officer. The latter will complete the execution of the form from his records and transmit it to the office indicated on the form. (Circular letter A–34106, February 26, 1936 of the Comptroller General.)

§ 809.913 *Policy regarding construction and maintenance work.* See Subpart F of Part 802.

SUBPART E—WALSH-HEALEY PUBLIC CONTRACTS LAW

§ 809.916 *Basic law.* (a) Act of 30 June 1936 (49 Stat. 2036), as amended by the act of 13 May 1942 (56 Stat. 277); 41 U. S. C. 35–45; M. L., 1939, sec. 747. The act of 30 June 1936 is quoted in "Rulings and Interpretations, September 29, 1939, Walsh-Healey Public Contracts Act," and the effect of the amendment of 13 May 1942 is explained in the Supplement to that publication (see §§ 809.917 (a) and 809.918 (a) below).

§ 809.917 *Applicability.* (a) Generally, the law is applicable to all contracts for the purchase of supplies when the amount thereof exceeds $10,000. The publication of the Department of Labor entitled "Rulings and Interpretations, September 29, 1939, Walsh-Healey Public Contracts Act," as supplemented by Supplement published 24 January 1944 (Cir. Let. No. 1–44, 4 February 1944, Dept. of Labor), and paragraph (b) below, contain detailed information as to the contracts which are subject to and those which are exempt from the act.

(b) The following changes and additions to the regulations referred to in paragraph (a) above have been published:

(1) Individuals, corporations, or other organizations, not manufacturers or regular dealers as defined by the act, but acting at the instance of Defense Production Associations certified by the War Production Board, are exempt from the representation and stipulation required by section 1 (a) of the act.

(2) All Emergency Plant Facilities Contracts executed on an approved form are exempt from the act.

(3) Ice has been held to be a nonperishable commodity and thus contracts therefor are subject to the act.

(4) Contracts awarded to any railroad or other carrier are excepted from the representations and stipulations required by section 1 of the act.

(5) Contracts awarded for preserved or processed butter during the period from February 3, 1943, to the termination of the present war and three months thereafter are excepted from the representations and stipulations of section 1 of the act. (8 F. R. 1652).

(6) Contracts awarded during the present war for the production of training films are excepted from the representations and stipulations required by section 1 of the act.

(7) Contracts awarded for certain canned and dehydrated fruits and vegetables are excepted from the representations and stipulations of section 1 of the act until 31 December 1944 (7 F. R. 10794; 9 F. R. 405).

(8) Contracts awarded for orange marmalade are excepted from the representations and stipulations of section 1 of the act until 31 December 1944 (8 F.R. 14353; 9 F. R. 405).

(9) Contracts awarded for dehydrated rutabagas are excepted from the representations and stipulations of section 1 of the act until 31 December 1944 (8 F. R. 14353; 9 F. R. 405).

(9a) Contracts awarded for evaporated milk and powdered skim milk are excepted from the representations and stipulations of section 1 of the act until 1 September 1944 (9 F. R. 5996).

(10) Stipulation (c) of Article 1 of the contract stipulations (page 39 of the regulations) has been amended so as to add a colon at the end thereof and the following provisos:

Provided, however, That the provisions of this stipulation shall not apply to any employer who shall have entered into an agreement with his employees pursuant to the provisions of paragraphs 1 or 2 of subsection (b) of section 7 of an act entitled "The Fair Labor Standards Act of 1938"; *Provided further,* That in the case of such an employer, during the life of the agreement referred to, the applicable overtime rate set by the Secretary of Labor shall be paid for hours in excess of 12 in any 1 day or in excess of 56 in any 1 week and if such overtime is not paid, the employer shall be required to compensate his employees during that week at the applicable overtime rate set by the Secretary of Labor for hours in excess of 8 in any 1 day or in excess of 40 in any 1 week.

(11) Article 103 (Overtime) of the Administrative Regulations (page 42 of the Regulations) has been amended so as to add the following paragraph:

In the case of any employer who shall have entered into an agreement with his employees pursuant to the provisions of paragraphs 1 or 2 of subsection (b) of section 7 of an Act entitled "The Fair Labor Standards Act of 1938," the foregoing requirements shall be the same except that during the life of the agreement overtime compensation shall be payable only for hours worked in excess of 12 in any 1 day or in excess of 56 in any 1 week. If overtime is not paid for hours in excess of 12 in any 1 day or in excess of 56 in any 1 week, the employer shall be required to compensate his employees during that week for overtime for hours in excess of 8 in any 1 day or in excess of 40 in any 1 week. The requirements of section 7 (b) 1 and 2 of the Fair Labor Standards Act are more fully explained in Interpretative Bulletin No. 8 of the Wage and Hour Division.

(12) Articles 601, 602, 1101 and 1201 of the Administrative Regulations (pages 43 to 45 of the Regulations) have been amended as follows:

(a) Art. 601 (Requests for Exceptions and Exemptions). Request for the exception or exemption of a contract or class of contracts from the inclusion or application of one or more of those stipulations required by article

1 must be made by the head of a contracting agency or department and shall be accompanied with a finding by him setting forth reasons why such inclusion or application will seriously impair the conduct of Government business.

Request for the exception or exemption of a stipulation respecting minimum rates of pay and maximum hours of labor contained in an existing contract must be made jointly by the head of the contracting agency and the contractor and shall be accompanied with a joint finding by them setting forth reasons why such exception or exemption is desired.

All requests for exceptions or exemptions shall be transmitted to the Public Contracts Division of the Department of Labor.

(b) Art. 602 (Decisions Concerning Exceptions and Exemptions). Decisions concerning exceptions and exemptions shall be in writing and approved by the Secretary of Labor or officer prescribed by him, originals being filed in the Department of Labor, and certified copies shall be transmitted to the department or agency originating the request, to the Comptroller General, and to the Procurement Division of the Treasury. All such decisions shall be promulgated to all contracting agencies by the Public Contracts Division of the Department of Labor.

(c) Art. 1101 (Minimum Wages).—Until a determination of the prevailing minimum wage for a particular industry or group of industries has been made by the Secretary of Labor prior to the invitation for bids, the stipulation with respect to wages in section 1 (b) of the Act will be inoperative, as provided in article 1 (b) of these Regulations.

Determinations of prevailing minimum wages or changes therein will be published in the Federal Register and sent to contracting officers by the Public Contracts Division of the Department of Labor. Such determinations will be effective upon the dates fixed therein.

(d) Art. 1201 (Reports of Contracts Awarded). Whenever the contracting officer shall award a contract in which the stipulations required under article 1 are operative, he shall furnish the Department of Labor in quadruplicate on a form provided for this purpose the information required by such form.

(13) The following article has been added to the aforementioned rulings and interpretations:

Art. 1102 (Tolerance for Handicapped Workers).

Workers whose earning capacity is impaired by age or physical or mental deficiency or injury may be employed either by commercial establishments or as handicapped clients in sheltered workshops at wages lower than the prevailing minimum wages applicable under section 1 (b) of the Public Contracts Act upon the same terms and conditions as are prescribed for the employment of handicapped persons and of handicapped clients in sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, c. 676, 52 Stat. 1060, 29 U. S. C. sec. 201, by the regulations of the Administrator of the Wage and Hour Division of the Department of Labor (Title 29, Chapter V, Code of Federal Regulations, Parts 524 and 525), which are hereby adopted as the regulations governing employment of handicapped persons and of handicapped clients in sheltered workshops under the Public Contracts Act.

Any certificate issued by the Administrator of the Wage and Hour Division, pursuant to such regulations, authorizing the employment of a handicapped worker under the Fair Labor Standards Act shall constitute authorization for the employment of that worker under the Public Contracts Act in accordance with the terms of the certificate.

The Administrator of the Wage and Hour Division is authorized to issue certificates under the Public Contracts Act for the employment of handicapped workers not subject to the Fair Labor Standards Act or subject to different minimum rates of pay under the two Acts, at appropriate rates of compensation and in accordance with the standards and procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act.

The Administrator of the Wage and Hour and Public Contracts Divisions has authorized the Vocational Rehabilitation Officers and the Acting Vocational Rehabilitation Officers of the Veterans' Administration to sign and issue temporary certificates authorizing the employment of veterans handicapped by a service incurred disability (as determined by the Veterans' Administration) under any vocational rehabilitation program administered by the Veterans' Administration, at sub-minimum wage rates pursuant to section 14 of the Fair Labor Standards Act of 1938 and § 524.14 of Part 524, as amended, of the regulations issued thereunder, and Article 1102, as amended, of Regulations No. 504 issued under Walsh-Healey Public Contracts Act.

(14) By order dated September 2, 1942, the Secretary of Labor excepted from the requirements of section 1 of the Walsh-Healey Act contracts with a foreign Government or its representative for the purchase of materials which have been purchased for export to a foreign country but which have not been exported because of existing conditions due to the war in the foreign country of export and contracts with the custodians of or the holders of title documents to the materials purchased for export but which have not been exported because their exportation has been prohibited or curtailed pursuant to the Act of July 2, 1940 (54 Stat. 714; 50 U.S.C. 701).

§ 809.918 *General instructions.* (a) The regulations and instructions contained in "Rulings and Interpretations, September 29, 1939, Walsh-Healey Public Contracts Act", as supplemented by supplement published 24 January 1944 (see § 809.917 (a)), and amendments thereto, and § 809.917 (b), will be complied with by all contracting officers. Chiefs of technical services are responsible for furnishing this publication and a supply of the forms referred to therein to each of their contracting officers. It is no longer necessary to obtain Form PC–1 from the Department of Labor (see § 802.298 (e)).

(b) The prospective contractors will be informed of applicable minimum wage determinations, if any, in advance of or coincident with negotiating contracts.

(c) Contracting officers are responsible for seeing that contractors to whom are awarded contracts subject to the Walsh-Healey Act are furnished Posters, Form PC–13 (Revised October 1943), simultaneously with the making of the award, or as soon thereafter as possible. All copies of previously issued posters, which bear no revision date or a revision date other than October 1943, must be destroyed and be replaced by that revised issue. These forms may be obtained from the Record Keeping and Control Section, Room 1106, Department of Labor, Washington 25, D. C. In this connection, see paragraph (a) second sentence.

(d) Requests for exemptions, modifications, and exceptions authorized by Section 6 of the basic law will be submitted by the chief of the technical service concerned to the Industrial Personnel Division, Headquarters, Army Service Forces, through the Purchases Division, Headquarters, Army Service Forces.

Minimum Wage Determinations

§ 809.919 *Knitting, knitwear, and woven underwear.* The knitting, knitwear, and woven underwear industry is defined for the purposes of this determination as follows:

(a) The manufacturing, dyeing, or other finishing of any knitted fabric made from any yarn or mixture of yarns, and the manufacturing of knitted towels and cloths;

(b) The knitting from yarn or manufacturing from knitted fabric of knitted garments, sections of garments, or garment accessories except gloves, mittens, hosiery, belts manufactured from purchased knitted fabric, and any product the manufacture of which is covered by the prevailing minimum wage determination for the suit and coat branch of the uniform and clothing industry (§ 809.952);

(c) The manufacturing of underwear and bathing suits from any woven fabric.

Date effective: April 20, 1943.

Wage: Not less than 40 cents an hour or $16.00 for a week of 40 hours, arrived at either upon a time or piece-work basis. Learners may be employed at subminimum rates only in accordance with the present applicable regulations issued by the Administrator of the Wage and Hour Division under Fair Labor Standards Act, as amended on June 28, 1943, which were adopted for the purposes of this determination.

§ 809.920 *Gloves and mittens industry.* The gloves and mittens industry is defined for the purpose of this determination as that industry which manufactures gloves and mittens (except athletic gloves and mittens) from any material (other than rubber) or from any combination of materials (other than rubber).

Date effective: January 16, 1943.

Wage: 40 cents an hour or $16.00 for a week of 40 hours arrived at either upon a time or piece-work basis. Learners may be employed at subminimum rates only in accordance with the present applicable regulations issued by the Administrator of the Wage and Hour Division under the Fair Labor Standards Act, as amended on March 22, 1943, which were adopted for the purposes of this determination.

§ 809.921 *Seamless hosiery industry.* Manufacture or furnishing of seamless hosiery.

Date effective: July 8, 1943.

Wage: 40 cents per hour or $16.00 per week for a week of 40 hours, arrived at either upon a time or piece-work basis. Learners may be employed at subminimum rates only in accordance with the present applicable regulations issued by the Administrator of the Wage and Hour Division under the Fair Labor Standards Act, which were adopted for the purposes of this determination.

§ 809.922 *Men's hat and cap industry.* Manufacture or supply of men's hats and caps, including men's white sailor and other stitched cloth hats, men's fur-felt hats, men's uniform caps, and women's hats, men's uniform caps, and women's hats and caps of similar design and construction.

Date effective: 2 March 1944.

Wage: 67.5 cents an hour or $27.00 per week of 40 hours, arrived at either upon a time or piece-work basis.

(a) *Variation from minimum wage determination.* A tolerance of not more than 20 percent of the employees in any one factory, whose activities at any given time are subject to the provisions of the Walsh-Healey Public Contracts Act is granted for auxiliary workers in the men's hat and cap industry except that there shall be no limitation on the number or proportion of auxiliary workers employed in the uniform cap and stitched hat branches of the Industry, provided that any auxiliary workers in the Industry shall be paid not less than 40 cents an hour or $16 per week of 40 hours, arrived at either upon a time or piece-work basis.

(b) *Definition of "auxiliary workers."* The term "auxiliary workers" as applied to the employees in the uniform cap and stitched hat branches of the industry shall include only those employees engaged in auxiliary occupations enumerated and defined as follows:

(1) Hand clipping: The operation of separating component parts of the article after they have been sewn.

(2) Hand cleaning: The operation of removing excess threads from the article or removing stains or dust.

(3) Size stamping: The operation of stamping the head size mark on the article.

(4) Floor boys (girls): One who carries items of work to and from the various departments.

(5) Examining: The operation of inspecting the article for imperfections during any stage of manufacture.

(6) Sweat band, braid, and strap cutter and measuring: The operation of measuring and cutting bands, straps and ribbons.

(7) Turning: The operation of turning the article inside out or outside in.

(8) Packing: The operation of packing the finished caps into shipping containers, spraying larvex or moth flakes; if necessary, inserting tissue paper in caps and inserting a cardboard ring stiffener to support crown of cap.

(9) Shipping and receiving: The operation of unloading and checking stock and preparing containers for shipment.

(10) Waste material sorting: The operation of separating paper from the rags whether performed in the cutting room or elsewhere.

(11) Hand stapling: The operation by hand pressure of a wire stapling machine to join together parts of the article, to attach labels, bowls or cloth to the article or part of the article, or to join ends of a cardboard strip to form a packing ring.

(12) Drawstring pulling: The operation of slipping a cord or drawstring through part of a cap, hood or helmet.

(13) Basting pulling: The operation of pulling out basting threads.

(14) Porter: The operation of cleaning floors or carrying boxes.

(15) Band and braid fitting: The operation of placing by hand but not sewing on a cap a prepared band or braid.

(16) Wire stiffener inserting: The operation of slipping a wire ring into the cap.

(17) Hand buckling: The operation of slipping a buckle on a strap.

(18) Visor inserting: The operation of inserting a canvas stiffener into a cloth pocket before the visor is attached.

(19) Pasting: The operation of attaching a label or ticket to a part of hat with paste or glue.

(20) Hand button inserting: The operation of inserting, by hand, into a prepared hole a button and bending overclips to hold the button in place, or inserting a button with a threaded neck, and screwing a nut on neck to hold button firm.

(21) Hand hole punching: The operation of punching a hole into material by use of an ice pick or similar pointed hand instrument.

(22) Wire cutting and ring forming: The operation of cutting a wire to length and joining the ends to form a stiffener ring.

(23) Hand eyeletting: The operation by hand pressure of a machine to attach an eyelet to the article.

(24) Hand snap fastening: The operation by hand pressure of a machine to attach a snap fastener to the article.

§ 809.923 *Rainwear industry.* Manufacture or supply of men's raincoats, including vulcanized and rubberized raincoats and raincoats made from material known under the registered trademark of "Cravenette" or from fabric chemically or otherwise treated so as to render it water-resistant, of oiled waterproof cotton outer garments, and of other types of rainwear.

Date effective: December 4, 1942, except that learners may be employed at subminimum rates, in accordance with the present applicable regulations of the Administrator of the Wage and Hour Division, on or after December 4, 1942, in the performance of contracts, bids for which were solicited or negotiations otherwise commenced by the contracting agency prior to that date.

Wage: 40 cents an hour or $16 per week of 40 hours, arrived at either upon a time or piece-work basis. Learners may be employed at subminimum rates only in accordance with the present applicable regulations issued by the Administrator of the Wage and Hour Division under the Fair Labor Standards Act of 1938, as amended on June 28, 1943, which were adopted for the purposes of this determination.

§ 809.924 *Cotton garment and allied industries.* The cotton garment and allied industries shall be understood to be that industry which manufactures or furnishes any of the following commodities:

Trousers, knickers, work pants, and breeches (except when made wholly of wool and uniform trousers and breeches made wholly or partially of wool); dress or work shirts and nightwear of any material except knit fabric; overalls, overall jackets, and one-piece overall suits; work coats and work jackets (except wool and wool-lined, and leather and sheep-lined); washable service apparel (hospital, professional, etc.); other cotton outerwear of any material except knit fabric; barrack bags; bandoleers; ammunition and cartridge belts made of textiles; canvas leggins; cot covers; fabric pouches and carriers for first aid equipment, such as: kit cantle ring straps, kit inserts, kit laces, kit pouches and kit suspenders; mattress covers; mosquito bars; and wardrobe bags with draw-strings, made of textiles.

Date effective: July 20, 1942.

Wage: 40 cents per hour or $16.00 per week of 40 hours, arrived at either upon a time or piece-work basis.

Learners may be employed at subminimum rates only in accordance with the present applicable regulations issued by the Administrator of the Wage and Hour Division under the Fair Labor Standards Act, as amended on June 28, 1943, which were adopted for the purposes of this determination.

§ 809.925 *Men's neckwear industry.* Manufacture and supply of men's neckwear (exclusive of knitted neckwear) and of women's ties of design and construction similar to such men's neckwear.

Date effective: July 8, 1943, except that learners and apprentices may be employed at subminimum rates in accordance with the present applicable regulations of the Administrator of the Wage and Hour Division, on or after July 8, 1943, in the performance of contracts bids for which were solicited or negotiations otherwise commenced by the contracting agency prior to that date.

Wage: 50 cents per hour or $20.00 per week for a 40-hour week arrived at either upon a time or piece work basis. Learners and apprentices may be employed at subminimum rates in accordance with the present applicable regulations issued by the Administrator of the Wage and Hour Division under the Fair Labor Standards Act which were adopted for the purposes of this determination.

Establishments manufacturing products as defined in this industry shall be granted a tolerance for persons actually employed as boxers and trimmers: *Provided*, That such boxers and trimmers be paid not less than 40 cents per hour or $16.00 per week for a 40-hour week and not less than the piece rates paid to all others workers in the same occupational classification.

§ 809.926 *Dimension granite industry.* Including monumental stone, building stone, paving blocks, curbing, riprap, and rubble, but not crushed stone.

Date effective: January 15, 1938.

Wage: In Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, and New York—67.5 cents per hour or $23.00 per week based on a 40-hour week, arrived at either on a time or piece work basis.

In North Carolina, Virginia, South Carolina, Georgia, Florida, Alabama, Tennessee, Kentucky, Mississippi, Louisiana, Arkansas, and Texas—32.5 cents per hour or $13.00 per week based on a 40-hour week, arrived at either on a time or piece work basis.

In Pennsylvania, Maryland, Wisconsin, Minnesota, South Dakota, and all other States not included in the foregoing paragraphs—42.5 cents per hour or $17.00 per week based on a 40-hour week, arrived at either on a time or piece work basis.

Monumental stone, building stone, paving blocks, curbing, riprap, and rubble, specifically made subject to the minimum wage determination for the dimension granite industry, are exclusively products of granite quarries, and such stones when the products of other quarries are not subject to the minimum wage determination for the dimension granite industry.

§ 809.927 *Shoe manufacturing and allied industries.* The term "shoe manufacturing and allied industries" means:

(a) The manufacture or partial manufacture of footwear from any material and by any process except knitting, vulcanizing of the entire article or vulcanizing (as distinct from cementing) of the sole to the upper.

(b) The manufacture or partial manufacture of the following types of footwear, subject to the limitations of paragraph (a) but without prejudice to the generality of that paragraph:

Athletic shoes.
Boots.
Boot tops.
Burial shoes.
Custom made boots or shoes.
Moccasins.
Puttees, except spiral puttees.
Sandals.
Shoes completely rebuilt in a shoe factory.
Slippers.

(c) The manufacture from leather or from any shoe-upper material of all cut stock and findings for footwear, including bows, ornaments, and trimmings.

(d) The manufacture of the following types of cut stock and findings for footwear from any material except from rubber or composition of rubber, molded to shape:

Cutsoles.
Midsoles.
Insoles.
Taps.
Lifts.
Rands.
Toplifts.
Bases.
Shanks.
Boxtoes.
Counters.
Stays.
Stripping.
Sock linings.
Heel pads.

(e) The manufacture of heels of any material except molded rubber, but not including the manufacture of wood-heel blocks.

(f) The manufacture of cut upper parts for footwear, including linings, vamps and quarters.

(g) The manufacture of pasted shoe stock.

(h) The manufacture of boot and shoe patterns.

Date effective: July 11, 1942.

Wage: 40 cents an hour or $16.00 for a week of 40 hours, arrived at on a time or piece work basis.

Learners, handicapped workers, and apprentices may be employed in accordance with the following regulations under the Fair Labor Standards Act of 1938, which are hereby adopted for the purpose of this wage determination: Regulations Applicable to the Employment of Learners (5 F.R. 2862; 29 CFR, Cum. Supp., Part 522); Regulations Applicable to the Employment of Handicapped Persons (5 F.R. 2959; 29 CFR, Cum. Supp., Part 524); Regulations Applicable to the Employment of Apprentices (5 F.R. 3766; 29 CFR, Cum. Supp., Part 521); and the Regulations Applicable to the Employment of Handicapped Clients in Sheltered Workshops (5 F.R. 655; 29 CFR, Cum. Supp., Part 525).

Nothing in this determination shall be interpreted as abrogating any obligation that may have been incurred under the previous determination for the men's welt shoe industry.

§ 809.928 *Handkerchief industry.* The handkerchief industry, for the purpose of this determination, is defined as follows: The manufacture of men's, women's and children's handkerchief, plain or ornamented, from any material.

Date effective: July 8, 1943.

Wage: 40 cents per hour or $16.00 per week of 40 hours, arrived at either upon a time or piece work basis. Learners may be employed at subminimum rates in accordance with the present applicable regulations issued by the Administrator of the Wage and Hour Division under the Fair Labor Standards Act of 1938 which were adopted for the purposes of this determination.

§ 809.929 *Envelope industry.* Envelopes.

Date effective: May 12, 1938.

Wage: 42.5 cents per hour or $17.00 per week for a week of 40 hours, to be arrived at either upon a time or piece work basis.

§ 809.930 *Vitreous or vitrified china industry.* Vitreous or vitrified china, excluding semivitreous or semivitrified china.

Date effective: May 19, 1938.

Wage: 42.75 cents per hour or $17.10 per week for a week of 40 hours, to be arrived at either upon a time or piece work basis. The Administrator for the Public Contracts Division, Department of Labor, advises the above applies only to "tableware, kitchenware, dinnerware, and kindred lines, and not to plumbers' and sanitary supplies."

§ 809.931 *Leather, leather trimmed, and sheep-lined garments industry.* All leather, leather trimmed, and sheep-lined garments for men, women, or children.

Date effective: September 19, 1941.

Wage: 42.5 cents per hour or $17.00 per week of 40 hours, arrived at either upon a time or piece rate basis.

NOTE: The Administrator of Public Contracts, Department of Labor, in letter dated January 6, 1942, states that it has been determined that sheep-lined aviation helmets and leather aviation helmets come within the purview of the above determination.

§ 809.932 *Flint glass industry.*

Date effective: July 12, 1938.

Wage: 42.5 cents an hour or $17.00 per week for a week of 40 hours, arrived at either upon a time or piece work basis.

The flint glass industry produces such types of glassware as illuminating, table glassware, all thin blown glass, thermos bottles, chemical and laboratory ware, perfumery ware, stoppers and bottles, and the like, which character of glassware is produced by the pressed, pressed and blown, off hand and blown method, cutting and polishing; in fact, all types of glassware other than window, plate, and rolled glass, common bottles, containers, and prescription glassware.

NOTE: The Department of Labor has advised that this wage determination is intended to cover all types of glassware other than window, plate and rolled glass, common bottles, containers, and prescription glassware. Among the items particularly included under this intended coverage are fiberglass and fiberglass products.

§ 809.933 *Luggage, leather goods, belts, and women's handbag industry.* The luggage, leather goods, belts, and women's handbag industry is defined for the purpose of this determination as follows:

(a) The manufacture from any material of luggage including, but not by way of limitation, trunks, suitcases, traveling bags, brief cases, sample cases; the manufacture of instrument cases covered with leather, imitation leather, or fabric including, but not by way of limitation, portable radio cases; the manufacture of small leather goods and like articles from any material except metal; the manufacture of women's, misses', and children's handbags, pocketbooks, purses, and mesh bags from any material except metal; but not the manufacture of bodies, panels, and frames from metal, wood, fiber, or paper board for any of the above articles.

(b) The manufacture from leather, imitation leather, or fabric of cut stock and parts for any of the articles covered in paragraph (a) of this section.

(c) The manufacture of men's, boys', women's, misses', and children's separate bottoms from leather, imitation leather, or other material or fabric.

Date effective: April 20, 1943.

Wage: Not less than 40 cents an hour or $16.00 per week of 40 hours, arrived at either upon a time or piece work basis. Apprentices may be employed at subminimum rates in accordance with the present applicable regulations issued by the Administrator of the Wage and Hour Division under the Fair Labor Standards Act, which were adopted for the purposes of this determination. Learners may be employed at subminimum rates in the performance of contracts for the manufacture or furnishing of articles covered by this paragraph of the definition of this industry in accordance with the present applicable regulations issued by the Administrator of the Wage and Hour Division under the Fair Labor Standards Act, which were adopted for the purposes of this determination.

§ 809.934 *Fireworks industry. Commercial fireworks division.* Commercial fireworks.

Date effective: October 15, 1938.

Wage: 31.25 cents an hour or $12.50 per week for a week of 40 hours, arrived at either upon a time or piece work basis.

Fusee division. Fusees, flares, and ship and railroad torpedoes.

Date effective: October 15, 1938.

Wage: 37.5 cents an hour or $15.00 per week for a week of 40 hours, arrived at either upon a time or piece work basis.

§ 809.935 *Wool carpet and rug industry.* Wool carpets and rugs (exclusive of rag rugs).

Date effective: October 15, 1938.

Wage: 40 cents an hour or $16.00 per week of 40 hours, to be arrived at either upon a time or piece work basis.

§ 809.936 *Tag industry.* Tags.

Date effective: September 23, 1941.

Wage: 40 cents an hour or $16.00 per week of 40 hours, arrived at either upon a time or piece work basis.

§ 809.937 *Aircraft manufacturing industry.* (a) The following illustrative list of commodities, their parts and accessories is understood to be within the scope of the aircraft manufacturing industry wage determination (included are not only those products which were originally construed to be within this industry, but also those products which have since been included by interpretation. This list is subject to revision as additional interpretation of products is made):

Airplanes.
Engines, aircraft-type.
Gliders.
Propellers, aircraft and parts and accessories, such as:
Airplane spare parts and accessories:
Accumulators, landing gear.
Adapter assembly for oxygen masks.
Adapters and plungers.
Ailerons.
Ammunition rounds counters and contractors.
Axles.
Beaching gear.
Bomb bay tanks.
Bomb hoists.
Bomb rack assemblies.
Bomb shackles.
Booster coils.
Brackets.
Brake hose and hose fittings.
Cabin center panel for windshield.
Cable terminals.
Cables, motor trigger.
Clevises.
Clips.
Conduit and pipe fittings.
Control assemblies for bomb release interval.
Control equipment for turrets.
Controls, air brake.
Couplings.
Cowlings.
De-icer equipment (except rubber) for propeller, windshield and carburetor venturi:
Pump, oil supply tank, control and distributing valve.
Airplane spare parts and accessories—Con.
Domes, plexiglas navigating.
Elbows.
Elevators.
Fairings.
Ferrules.
Fins.
Fittings, structural.
Fixtures: master and articulated rod bearing and bushing.
Flaps, wing.
Flare racks.
Floats.
Generators.
Hinges.
Hoisting slings.
Hooks, arresting.
Hose assemblies.
Housings.
Hulls, seaplane.
Hydraulic pressure regulators.
Hydraulic windshield wipers.
Jumpers, bonding.
Landing gear:
Brakes.
Oleo struts.
Skiis.
Tires.
Wheels.
Levers.
Locks, oleo leg.
Mount assemblies:
Gun, ammunition box.
Mounts:
Camera, engine, and generator.
Oleo packing.
Operating cylinders.
Panels, wing.
Pedals.
Pins, fitting.
Posts.
Pulleys.
Recoil dampeners, gun.
Reservoirs.
Retracting cylinders.
Rudders.
Airplane spare parts and accessories—Con.
Seats, pilot.
Shackles.
Shock struts and cords.
Solenoids.
Spars.
Sponsons.
Stabilizers.
Struts, shock (oleo) and parts.
Supports.
Switches:
Electrical, gun control.
Swivels.
Tabs.
Tail skids.
Tail surfaces.
Tail wheel assemblies.
Tail wheel caster knuckles.
Tanks.
Thimbles.
Tie rods.
Tips, wing.
Tow target releases and drags.
Trigger motors.
Turnbuckles.
Turret ammunition boxes and mount assemblies.
Turrets.
Valves.
Vents.
Wings.
Engine parts and accessories:
Adapters.
Arms.
Baffles.
Bushings.
Cages.
Cams.
Carburetor manifold jackets.
Carburetors.
Closures.
Collector rings.
Control systems.
Counterweights.
Covers, metal.
Crankcases.
Crankshafts.
Cylinder barrels.
Cylinder heads.
Dowels.
Drives.
Filters:
Air, gasoline.
Fuel injection systems.
Gear boxes.
Glands.
Guides.
Heating systems.
Housings.
Ignition harness.
Impellers, supercharger.
Intercoolers.
Jets.
Magnetos.
Manifolds:
Intake, exhaust.
Oil coolers.
Oil separators.
Pipes.
Pistons.
Plates.
Priming equipment.
Engine parts and accessories—Con.
Pumps:
Air, fuel, oil, vacuum.
Radiators.
Rockers.
Rods.
Seats, valve.
Shafts.
Slingers.
Spacers.
Spark plugs.
Starters.
Strainers.
Studs.
Sumps.
Superchargers.
Tappets.
Temperature regulating equipment.
Tubes.
Valves: engine, gasoline (pilot operated, manual control, syphon).
Propeller parts:
Barrels.
Blades.
Brackets.
Brakes.
Bushings.
Cams.
Collars.
Controls.
Counterweights.
Cylinders.
Domes.
Gears.
Governors.
Housings.
Hubs.
Pistons.
Spiders.
Spinners.
Specialized servicing equipment:
Airplane mooring kits.
Cable testing machines.
Chock assemblies.
Clubs, test.
Cradle assemblies for servicing aircraft parts.
Combination workstand-ladder assemblies.
Dollies.
Energizer assemblies.
Engine heaters.
External power units for hand inertia starters.
Pump testing units.
Special testing equipment for aircraft, engine, and propeller parts and accessories.
Special tools and stand assemblies for the assembly, disassembly, and repair of aircraft and the engines, propellers, parts, and accessories therefor.
Tables, propeller aligning.

(b) Specifically excluded from the scope of the industry are:

Fabricated textile products: fabric covers (including engine-warming covers); parachutes; safety belts; tow targets; wind socks.

Pyrotechnics: engine starter cartridges; flares; signals.

Electrical and radio equipment: batteries; electric wire and cable; intercommunication equipment; landing and navigation lights; lighting systems; radios; radio compasses.

Rubber products: rubber de-icing equipment; flotation gear; life preservers; life rafts; bonded rubber mountings; vibration dampers; rubber utilities; tires and tubes.

Machine shop products and machinery: bearings; bolts, nuts, rivets, screws, and washers; gas refueling systems (including refueling pumps); gears and sprockets; piston rings; springs; wire rope.

Miscellaneous products: cameras; fire extinguishers; first aid equipment; gaskets; instruments; lavatory equipment; lighter-than-air craft.

Date effective: May 7, 1942.

Wage: 50 cents an hour or $20.00 for a week of 40 hours, arrived at on a time or piece-work basis.

§ 809.938 *Bobbinet industry.* See § 809.960 (Textile industry).

§ 809.939 *Iron and steel industry.* This determination covers only pig iron, iron or steel ingots, and rolled or drawn iron or steel products as hereinafter stated, and such fabricated iron or steel products as are specifically named but does not include any unspecified coated, insulated, forged, or cast items. The definition as formulated below describes the products of the iron and steel industry and the provisions thereof do not apply to any production in open hearth and electric furnaces other than that specifically enumerated.

The iron and steel industry is defined to mean and include the business of producing and selling all or any one or more of the following products:

Axles—rolled or forged.
Male ties—single loop.
Bars—alloy steel, hot rolled.
Bars—cold finished, carbon and alloy.
Bars—concrete reinforcing, straight lengths.
Bars—ingots, blooms and billets—iron.
Bars—merchant steel.
Bars—tool steel.
Ferro-manganese and spiegeleisen.
Girder rails and splice bars therefor.
Ingots, blooms, billets and slabs—alloy.
Ingots, blooms, billets and slabs—carbon.
Light rails—60 pounds or less per yard, and splice bars and angle bars therefor.
Standard tee rails of more than 60 pounds per yard, and angle bars and rail joints therefor, or any of such products.
Mechanical tubing.
Pig iron—foundry, high silicon silvery, malleable, open hearth basic, Bessemer, and high silicon Bessemer.
Pig iron—low phosphorus.
Pipe—standard, line pipe, and oil country tubular products.
Plates.
Posts—fence and sign.
Railroad tie plates.
Railroad track spikes.
Sheet bars.

Sheets.
Skelp.
Steel sheet piling.
Strip steel—cold rolled.
Strip steel—hot rolled.
Structural shapes.
Tubes—boiler.
Tube rounds.
Wheels—car, rolled steel.
Wire—drawn.
Wire hoops—twisted or welded.
Wire nails and staples, twisted barbless wire, barbed wire, twisted wire fence stays and wire fencing (except chain-link fencing).
Wire rods.
Wire—spring.
Wire—telephone.

Date effective: This determination was originally effective March 1, 1939, but its operation was subsequently suspended due to court proceedings. Its operation was again resumed effective May 27, 1940.

Wage: Whether arrived at on a time or piece work basis, 45 cents per hour in the locality consisting of the States of Louisiana, Arkansas, Mississippi, North Carolina, South Carolina, Florida, Oklahoma, Texas, Alabama, Tennessee, Georgia, Virginia, and West Virginia (except the counties of Hancock, Brooke, Ohio, Harrison, Monongalia, and Marshall);

60 cents per hour in the locality consisting of the States of Washington, Oregon, California, Montana, Idaho, Nevada, Wyoming, New Mexico, Utah, Colorado, and Arizona;

58½ cents per hour in the locality consisting of the States of North Dakota, South Dakota, Nebraska, Kansas, Minnesota, Iowa, Missouri, and the area in and about East Saint Louis, Illinois:

62½ cents per hour in the locality consisting of the States of Wisconsin, Illinois (except the area in and about East Saint Louis, Illinois), Michigan, Indiana, Ohio, Pennsylvania, Delaware, Maryland, Kentucky, New Jersey, New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, Maine, and that portion of the State of West Virginia comprised within the counties of Hancock, Brooke, Ohio, Marshall, Harrison, and Monongalia, and the District of Columbia.

Provided, That apprentices may be employed at lower rates if their employment conforms to the standards of the Federal Committee on Apprenticeship.

This wage determination has heretofore been interpreted to cover the following:

Plate, armor;
Strips, galvanized;
Sheets, galvanized;
Plates, galvanized;
Shapes, structural, galvanized;

and to exclude the following:

Wire, telephone, insulated;
Rods, welding, coated.

§ 809.940 *Tobacco industry.* The tobacco industry, for the purposes of this determination, is defined to include the manufacture of cigarettes, of chewing and smoking tobaccos, and of snuff, but to exclude the manufacture of cigars.

Date effective: December 4, 1942.

Wage: 40 cents an hour, or $16 per week of 40 hours, arrived at either upon a time or piece-work basis. Learners may be employed at subminimum rates in accordance with the present applicable regulations issued by the Administrator of the Wage and Hour Division under the Fair Labor Standards Act of 1938 which were adopted by the Secretary of Labor for the purposes of this determination.

§ 809.941 *Furniture industry.* This determination applies to all contracts subject to the basic law, for any of the commodities included in the determination under the wood furniture branch, the public seating branch, and the metal furniture branch of the furniture manufacturing industry.

(a) *Metal furniture branch.* (1) The metal furniture branch of the furniture manufacturing industry is defined to be that industry whose products include:

Metal office furniture—Vertical filing cabinets; horizontal sections and half sections, and bookcases; hi-line and bookshelf units; desks; tables; chairs; storage cabinets; and wardrobes.
Metal hospital furniture.
Metal household furniture.
Steel shelving—Industrial and general purpose steel shelving, miscellaneous fittings, attachments, and accessories.
Steel lockers—Box lockers; single-tier lockers; double-tier lockers; two-person and compartment lockers; miscellaneous fittings as used in schools, clubs, gymnasiums, commercial, and industrial establishments.
Visible filing equipment—Cabinets; panels.

Date effective: May 13, 1939.

Wage: 45 cents an hour or $18.00 per week of 40 hours, arrived at either upon a time or piece rate basis.

(2) Extension of minimum wage determination: Metal furniture branch.

Date effective: July 28, 1941.

Wage: That the minimum wage determination for the metal furniture branch of the furniture industry is extended to the manufacture of metal cabinets for printers' type; metal cabinet partitions; metal tool boxes, tool cabinets, and tool chests; metal trunks, box type; metal rotating bins; metal sectional bins; and metal work benches, desks, and tables.

(3) It has been determined that the manufacture of steel fabric springs for metal folding cots, when to be supplied on government contracts subject to the Public Contracts Act, is covered by the Metal Furniture Branch of the Furniture Manufacturing Industry minimum wage determination (Cir. Let. No. 4–44, 25 March 1944, Dept. of Labor).

(b) *Public seating branch.* The public seating branch of the furniture manufacturing industry is defined to be that industry which fabricates, assembles, and installs (by those who fabricate or assemble) public seating (upholstered or unupholstered), fabricated or assembled of wood, plywood, iron, steel, nonferrous metals or any combinations of these materials and consisting of the following:

(1) Fixed or connected seating for such public places as theaters, auditoriums, lodges, assembly halls, shoe stores, rinks, ball parks, race tracks, stadia, and other similar buildings and structures;

(2) Pewing, chancel, choir stalls, and related furniture and accessories for ecclesiastial purposes, seats and benches for court houses, hospitals, public waiting rooms, and for other similar public purposes;

(3) Pupils' desks, pupils' tables, pupils' chairs, and school furniture for all educational purposes;

(4) Portable chairs with folding seats in both single and multiple units;

(5) Portable folding seating in single units for other than household use.

Provided, that the following are specifically not included: Tablet armchairs and school chairs fabricated and/or assembled exclusively of wood.

Date effective: August 15, 1942.

Wage: 40 cents an hour, or $16.00 for a week of 40 hours arrived at either on a time or piecework basis.

(c) *Wood furniture branch.* The wood furniture branch of the furniture manufacturing industry is defined to mean the manufacturing, assembling, upholstering, and finishing, from wood, reed, rattan, willow, and fiber, of upholstered and other household, office, lawn, camp, porch, and juvenile and toy furniture, including but without limitation porcelain top breakfast furniture and radio, phonograph and sewing machine cases and cabinets; the manufacturing and assembling from wood, of furniture parts for the above, separately, set up or knocked down including but without limitation parlor furniture frames and chairs in the white. This definition does not include the manufacture of any product covered by the prevailing minimum wage determination for the public seating branch of the furniture manufacturing industry.

The manufacturing of any products covered under this definition is deemed to begin following the delivery of the wood from the kiln or from the air-dried dimension shed.

Date effective: August 15, 1942.

Wage: 40 cents an hour, or $16.00 for a week of 40 hours, arrived at either on a time or piecework basis for the District of Columbia, and all states other than California, Washington, and Oregon; and 50 cents an hour, or $20.00 for a week of 40 hours, arrived at either on a time or piecework basis, for the States of California, Washington, and Oregon.

§ 809.942 *Drug and medicine industry.* Manufacture or packaging of any one or more of the following products:

a. Drugs or medicinal preparations (other than food) intended for internal or external use in the diagnosis, treatment, or prevention of disease in, or to affect the structure or any function of, the body of man or other animals;

b. Dentifrices, cosmetics, perfume, or other preparations designed or intended for external application to the person for the purpose of cleansing, improving the appearance of, or refreshing the person.

The foregoing shall not be deemed to include the manufacture or packaging of shaving cream, shampoo, essential (volatile) oils, glycerine, and soap, or the milling or packaging without further processing of crude botanical drugs.

Date effective: September 19, 1941.

Wage: 40 cents per hour or $16.00 per week of 40 hours, arrived at either upon a time or piece rate basis.

§ 809.943 *Photographic supplies industry (excluding motion picture equipment of 35 mm. or over).* (a) The following illustrative list of commodities is understood to be within the scope of the photographic supplies industry wage determination (included are not only those products which were originally construed to be within this industry, but also those products which have since been included by interpretation. This list is subject to revision as additional interpretation of products is made):

Accessories and parts, photographic: bellows, cable releases, cones, film rewinders, filters, lenses, magazines, reels, shades, shutters, splicers, spools, synchronizers.
Cameras.
Developing and printing equipment (except photographic chemicals): contact printers, driers, dry-mounting presses, enlargers, hangers, racks, stands, straighteners, tanks, washers, wringers.
Films, sensitized or unsensitized: photographic, X-ray.
Finders, photographic: view, range.
Flashlight apparatus, photographic (except lamps).
Frames, printing, photographic.
Holders, plate, photographic.
Machines: blueprint coating and reproduction, photocopying, photographic, photostat.
Projectors and their accessories and parts (except lamps).
Screens, photographic or X-ray: intensifying, projection.
Sensitized supplies, photographic: cloths, films, papers, plates, slides.
Tripods, photographic.
Vectograph.

(b) Specifically excluded from the scope of this industry are:

Blueprint, brownprint, black-line, and blackprint paper and cloth; photoengraving equipment; built-in photographic laboratory fixtures; camera mounts; drop-knife type print trimmers; cameras, projectors, and photographic accessories and parts of the 35 mm. size or larger (motion picture); photographic chemicals; and lamps.

Date effective: August 14, 1939.

Wage: 40 cents an hour or $16.00 per week of 40 hours, arrived at either upon a time or piece work basis; *Provided*, That learners may be employed at lower rates for a period of not to exceed 60 days if the total number of such workers in any one establishment does not exceed 5 per cent of the workers on the payroll, and if such learners are paid not less than 80 per cent of the minimum wage as determined, or 32 cents an hour or $12.80 per week of 40 hours, arrived at either upon a time or piece work basis.

§ 809.944 *Blueprint paper coating industry.* The blueprint paper coating industry includes the manufacture or supply of blueprint, brownprint, blackprint, blackline, and other similarly sensitized papers and cloths.

Date effective: October 11, 1940.

Wage: The prevailing minimum wage determination for the photographic supplies industry, set forth in paragraph 943, has been extended to include the blueprint paper coating industry.

Allowances or tolerances: none.

§ 809.945 *Soap industry.* Soap in bars, cakes, chips, and flakes, and in granulated, powdered, paste, and liquid forms, and glycerine; cleansers containing soap, scouring powders, and shaving soaps, and creams containing soap, and washing compounds containing soap.

Date effective: August 14, 1939.

Wage: 40 cents an hour or $16.00 per week of 40 hours, arrived at either upon a time or piece work basis.

§ 809.946 *Fertilizer industry.* Superphosphates, concentrated superphosphates, and concentrated fertilizer from superphosphates, potash, and ammoniates.

Date effective: September 12, 1939.

Wage: The amount indicated for each of the following groups of States, whether arrived at upon a time or piece work basis:

For the States of Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island, New York, New Jersey, Pennsylvania, Delaware (except Kent and Sussex Counties), Maryland (except the Eastern Shore consisting of Cecil, Kent, Queen Annes, Talbot, Caroline, Dorchester, Wicomico, Worcester, and Somerset Counties), West Virginia, Ohio, Indiana, Michigan, Wisconsin, Illinois, Missouri, Iowa, Minnesota, North Dakota, South Dakota, Nebraska, Kansas, and the District of Columbia, 40 cents an hour or $16.00 per week of 40 hours.

For the States of New Mexico, Colorado, Wyoming, Montana, Idaho, Utah, Arizona, Nevada, California, Oregon, and Washington, 50 cents an hour or $20.00 per week of 40 hours.

For Kent and Sussex Counties of Delaware, the Eastern Shore of Maryland (including Cecil, Kent, Queen Annes, Talbot, Caroline, Dorchester, Wicomico, Worcester, and Somerset Counties), Virginia, Tennessee, and Kentucky, 30 cents an hour or $12.00 per week of 40 hours.

For the States of North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Louisiana, Arkansas, Oklahoma, and Texas, effective April 19, 1940, 30 cents an hour or $12.00 per week of 40 hours.

§ 809.947 *"Specialty accounting" supply manufacturing industry.* The commodities covered by this determination are as follows:

(a) Autographic and/or credit registers and/or supplies thereof, such as are used in making handwritten records of various transactions.

(1) Autographic registers may be further described as a machine or device for storing, alining, registering, and issuing copies of handwritten records.

(i) The accounting forms are usually folded in zigzag style, although some roll stationery is used. Such accounting forms are usually printed with the name and business of the user, but stock printed forms and plain stationery may be used. One or multiple copies of stationery may be used. Some roll and folder stationery is provided with edge perforations which engage pin sprockets for registration of forms.

(ii) The one or several carbon copies required may be arranged on rolls at right angles to rolls of stationery or such carbon sets may be interleaved with the forms and may cover the entire area or only a part of such forms.

(iii) Registers may be equipped to retain one or more copies of the transaction in a lock compartment and to issue the remaining copies. Registers may be supplied with a cash drawer, which is opened only by an operation which delivers a serially numbered form into a locked compartment.

(2) Credit registers may be further described as a cabinet or device for retaining in orderly arrangement sales tickets representing charge and other transactions.

(i) Such credit registers usually contain a set of vertical-hinged leaves, each leaf containing several numbered springs, the numbers corresponding with customers' names written on an index.

(ii) Such registers usually contain a storage and cash drawer and are sometimes supplied in combination with adding machines.

(b) Continuous form stationery, which is described as multiple sets of "business forms" with or without carbons, attached and/or folded, for use in billing machines, typewriters, and other office equipment. For example, continuous form stationery may be rolled or "fan folded' and may provide any number of copies up to the limit which will take a carbon impression. This type of stationery is usually printed according to specifications. They may be coated with carbon on the back or interleaved with carbon sheets.

(c) Sales and manifold books, which are described as bound books of multiple sets of forms for making original, handwritten records of sales and/or other transactions. For example, sales books are bound books of sales checks or tickets arranged in sets, usually either carbon coated on the back or arranged to fold or lay one or more carbon sheets between each two copies of a set. Translucent sheets are occasionally combined with carbon paper coated on both sides to reduce the number of carbon sheets. Covers may be arranged to fold in for the purpose of providing a better writing surface and may be ruled for tabulating sales. Sales books may or may not be printed.

Date effective: November 1, 1939.

Wage: 40 cents per hour or $16.00 per week of 40 hours, arrived at either upon a time or piece work basis. Apprentices may be employed at lower rates if their employment conforms with the standards of the Federal Committee on Apprenticeship.

§ 809.948 *Small arms ammunition, explosives, and related products industry.* The following illustrative lists of commodities are understood to be within the scope of the small arms ammunition, explosives, and related products industry wage determination (included are not only those products which were originally construed to be within this industry, but also those products which have since been included by interpretation. This list is subject to revision as

additional interpretation of products is made):

(a) *Small arms ammunition.*

Without reference to size:
Cartridges: blank.
Engine starter.
Howitzer igniting.
Mortar igniting.
Target rocket igniting.
Primers, saluting.
Shot shells (empty or loaded):
Riot gun.
Shotgun.
Not over .50 caliber:
Bullets.
Cartridges: machine gun.
Pistol.
Revolver.
Rifle.
Submachine gun.
Cases, cartridge, empty.
Cores, bullet.

and the primer's shot, and wads used in connection with any of the products included in either of the above groups.

Date effective: September 16, 1940.

Wage: $42.5 cents an hour or $17.00 per week of 40 hours, arrived at either upon a time or piece rate basis. Apprentices may be employed at lower rates than herein determined: *Provided*, Their employment conforms to the standards of the Federal Committee on Apprenticeship.

(b) *Explosives.*

Ammonium picrate.
Dinitroglycol.
Dynamite: ammonia, ammonia gelatine, blasting gelatine, gelatine, nitroglycerine, low freezing.
Fulminate of mercury.
Gelignite.
Gun cotton (dry nitrocellulose).
Lead azide.
Nitrocellulose: dry, flake.
Nitro-starch explosive, compressed.
Permissible explosives (Bureau of Mines Bulletin No. 219).
Picric acid.
Potassium nitrate.
Potassium picrate.
Powder: black, blasting, chlorate type, fuse, nitroglycerine, pellet, smokeless cannon, smokeless gun.
Spotting charges: M1, M1A1.
Tetranitro—aniline.
Tetranitro—methane.
Tetryl.
Tolite.
Trinitro—aniline.
Trinitro—benzene.
Trinitro—cresol.
Trinitrotoluol or trinitrotoluene (TNT).
Trinitroxylene or trinitroxylol (TNX).
Trinol.
Trotyl.

Date effective: September 16, 1940.

Wage: 57.5 cents an hour or $23.00 per week of 40 hours, arrived at either upon a time or piece rate basis. Apprentices may be employed at lower rates than herein determined: *Provided*, Their employment conforms to the standards of the Federal Committee on Apprenticeship.

(c) *Blasting caps.*

Blasting caps.
Detonating caps.

Date effective: September 16, 1940.

Wage: 47.5 cents per hour or $19.00 per week of 40 hours, arrived at either upon a time or piece rate basis. Apprentices may be employed at lower rates than herein determined: *Provided*, Their employment conforms to the standards of the Federal Committee on Apprenticeship.

§ 809.949 *Paper and pulp industry.* Pulp and other fiber and the primary conversion of pulp and other fiber into paper and paperboard, and in addition, the manufacture and conversion of primary paper into toilet paper and paper towels, coated book paper, and paper shipping sacks.

Date effective: Determined to be October 15, 1939.

Wage: For the States of Virginia, North Carolina, South Carolina, Georgia, Alabama, Tennessee, Kentucky, Mississippi, Louisiana, Arkansas, Oklahoma, Florida, and Texas, 35 cents an hour or $14.00 per week of 40 hours, arrived at either upon a time or piece work basis.

For the States of Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island, New York, New Jersey, Pennsylvania, Delaware, Maryland, West Virginia, Ohio, Indiana, Michigan, Wisconsin, Illinois, Missouri, Iowa, Minnesota, North Dakota, South Dakota, Nebraska, Kansas, New Mexico, Colorado, Wyoming, Montana, Idaho, Utah, Arizona, Nevada, and the District of Columbia, 39 cents an hour or $15.60 per week of 40 hours, arrived at either upon a time or piece work basis.

For the States of Washington, Oregon, and California, 50 cents an hour or $20.00 per week of 40 hours, arrived at either upon a time or piece work basis.

The following explanation of this determination has been received from the Public Contracts Division, Department of Labor:

Except for those products listed in the determination as manufactured or converted from primary paper, this determination is limited in application to paper and paperboard manufactured from pulp and other fiber, and to pulp and other fiber of the character used in manufacturing paper and paperboard. The majority of paper and paperboard items purchased by the Government that are subject to this wage determination are classified and listed as follows:

(a) *Book paper, writing paper, and cover paper.* (1) Book paper includes antique-finish, book end, coated book, half-tone, lithograph, machine-finished sized and supercalendered, and offset papers.

(2) Cover paper includes laid cover and machine-finish cover papers.

(3) Writing paper includes bond, duplicate check copies, index, internal revenue, ledger, manifold (including glazed), map, mimeograph, parchment deed, vellum finish, and postage stamp papers.

(b) *Building paper.* Felts and sheathing paper.

(c) *Ground-wood printing and specialty paper.* Blueprint paper (unsensitized), distinctive papers (public debt, securities, etc.), safety papers (safety device incorporated in manufacture of paper), and tracing paper.

(d) *Newsprint paper.* Facing slips and newsprint paper.

(e) *Paperboards.* Back-lining, binder's board or tarboard, bristol board, chipboard, lined boards (box, chip, marble-grained), newsboard, pressboard, red sulphite, tag board, manila cardboard, and strawboard.

(f) *Tissue and absorbent paper.* (1) Absorbent paper includes blotting, filter, and matrix paper and board.

(2) Tissue paper includes lens tissue, paper towels, and toilet paper.

(g) *Wrapping paper.* (1) Kraft wrapping paper.

(2) Manila paper includes target paper and uncut label paper.

(3) Plate and roll wiping paper.

§ 809.950 *Cement industry.* Portland cements, including modified portland cement, such as portland masonry cement and portland puzzolan cement.

Date effective: March 2, 1940.

Wage: Within the States of Pennsylvania, New York, New Jersey, Maryland, West Virginia, Ohio, Delaware, Massachusetts, Connecticut, Rhode Island, Vermont, New Hampshire, and the District of Columbia, 57 cents an hour or $22.80 per week of 40 hours.

Within the States of Maine, Michigan, Indiana, Kentucky, South Dakota, North Dakota, Nebraska, and Kansas, 50 cents an hour or $20.00 per week of 40 hours.

Within the State of Illinois, 63½ cents an hour or $25.40 per week of 40 hours.

Within the States of Wisconsin, Minnesota, Iowa, Missouri, Colorado, Wyoming, Utah, Montana, Idaho, Oregon, Nevada, Arizona, and New Mexico, 55 cents an hour or $22.00 per week of 40 hours.

Within the State of Washington, 70 cents an hour or $28.00 per week of 40 hours.

Within the State of California, 62½ cents an hour or $25.00 per week of 40 hours.

Within the States of Oklahoma and Texas, 47 cents an hour or $18.80 per week of 40 hours.

Within the States of Arkansas, Louisiana, Alabama, Tennessee, Virginia, Georgia, Florida, Mississippi, North Carolina, and South Carolina, 40 cents an hour or $16.00 per week of 40 hours.

§ 809.951 *Structural clay products industry.* Common brick, face brick (including glazed and enameled brick), salt glazed brick, manhole brick, structural clay tile (including glazed tile), unglazed face tile, paving brick, and clay or shale granules.

Date effective: October 27, 1941.

Wage: Arrived at either upon a time or piece work basis:

In the States of Maryland, Virginia, Kentucky, Tennessee, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Florida, Louisiana, Arkansas, Oklahoma, Texas, New Mexico, and the District of Columbia, 34 cents an hour or $13.60 per week of 40 hours.

For the remaining States of the United States, 40 cents an hour or $16.00 per week of 40 hours.

§ 809.952 *Uniform and clothing industry.* Suit and coat branch: The suit and coat branch of the uniform and clothing industry is defined to be that industry which manufactures men's civilian suits and overcoats, tailored-to-measure uniforms including the pants, uniform overcoats, and uniform coats. Expressly excluded from this definition are shirts, single pants regardless of material, outdoor jackets, leather and sheep-lined jackets, work clothing, and washable service apparel.

Date effective: February 25, 1941.

Wage: 60 cents an hour or $24.00 per week of 40 hours, arrived at either upon a time or piece work basis, with a 20 percent tolerance for auxiliary workers: *Provided*, They be paid not less than 40 cents an hour or $16.00 per week of 40 hours.

Outdoor jackets branch: The outdoor jackets branch of the uniform and clothing industry is defined to be that industry which manufactures wool and wool-lined jackets whether or not such jackets are properly described as mackinaws, field jackets, windbreakers, lumber jackets, peajackets, wool jumpers, or middies, blanket-lined or similar coats, or by any other similar designation.

Date effective: February 25, 1941.

Wage: 40 cents an hour or $16.00 per week of 40 hours, arrived at either upon a time or piece work basis.

Wool trousers branch: The wool trousers branch of the uniform and clothing industry is defined to be that industry which manufactures wool or part wool uniform trousers or breeches, except tailored-to-measure trousers.

Date effective: February 25, 1941.

Wage: 40 cents an hour or $16.00 per week of 40 hours, arrived at either upon a time or piece work basis.

§ 809.953 *Die casting manufacturing industry.* The die casting manufacturing industry is defined to be that industry which manufactures die castings for sale and does not include the manufacture of die castings when incorporated into another product by the manufacture of such other products. The term "die casting" as used herein describes a casting made by forcing molten metal under pressure into a metallic mold or die.

Date effective: April 5, 1941.

Wage: 50 cents an hour or $20.00 per week of 40 hours, arrived at either upon a time or piece work basis. Apprentices may be employed at lower rates of pay if their employment conforms to the standards of the Federal Committee on Apprenticeship. Learners may be employed at the rate of 40 cents an hour or $16.00 per week of forty hours for a period of not to exceed 60 days if the total number of employees classified as such does not exceed 5 per cent of the total number of employees in any one establishment.

§ 809.954 *Dental goods and equipment manufacturing industry*—(a) *Durable goods.*

Hand instruments, including forceps and pliers, broaches and cutting instruments, for dental use.
Dental chairs.
Dental cabinets.
Equipment units.
Dental sterilizers.
Dental gas apparatus.
Dental X-ray equipment.
Dental compressors, engines, and lathes.
Dental lights.
Dental laboratory equipment, other than laboratory furniture.

Date effective: September 23, 1941.

Wage: 40 cents an hour or $16.00 per week of 40 hours, arrived at either upon a time or piece work basis.

Apprentices may be employed at lower rates of pay if their employment conforms to the standards of the Federal Committee on Apprenticeship. Learners may be employed at the rate of 35 cents an hour or $14.00 per week of 40 hours for a period of not to exceed 60 days, if the total number of employees so classified does not exceed 10 per cent of the total number of employees in any one establishment in any given pay roll or work week.

(b) *Consumable goods.*

Dental gold.
Dental alloy for amalgams.
Dental cement and filling materials.
Teeth, porcelain and gold.
Orthodontic appliances.
Waxes, compounds, and investments.
Rubber dental materials.
Denture materials other than rubber.
Burs, drills, and similar tools for use with handpieces.
Abrasive points, wheels, and disks.

Date effective: September 23, 1941.

Wage: 35 cents an hour or $14.00 per week of 40 hours, arrived at either upon a time or piece work basis.

§ 809.955 *Scientific industrial and laboratory instruments industry.* (a) The following illustrative list of commodities, their components and spare parts is understood to be within the scope of the scientific industrial and laboratory instruments wage determination (included are not only those products which were originally construed to be within this industry, but also those products which have since been included by interpretation. This list is subject to revision as additional interpretation of products is made):

Accelerometers.
Aerographs.
Alidades.
Almanac units, nautical.
Altimeters.
Altiperiscopes.
Ammeters.
Analyzers, exhaust gas.
Anemometers.
Apparatus, microprojection.
Astrographs.
Automatic gun control equipment.
Azimuth drums.
Balances: analytical laboratory, precision, torsion.
Balancing machines.
Bank and climb control units.
Barographs.
Barometers.
Bars, beam-compass.
Bearing circles.
Binnacles, compensating.
Binoculars.
Boards: drafting, plotting.
Boro silicate (optical glass).
Brake testing machines, inertia.
Bulbs: resistance, thermometer.
Bunsen burners.
Centrifuge: human, small electric.
Chronograph, counter.
Clinometers, service.
Colimeters: binocular, octant.
Compasses: direction, drafting, hull vehicular, gyroscope.
Computers, gun data.
Controller assemblies.
Controls, domestic automatic (humidity, temperature).
Curves: aircraft, altitude correction, drafting.
Dials.
Directors, ballistic cam.
Dividers, proportional.
Drafting machines.
Dynamometers.
Equipment, automatic steering.
Fathometers.
Filters, ray.
Firing control equipment.
Flight control equipment, electronic.
Fuzes: glass tube, self-indicating.
Fuze setters.
Galvanometers.
Gages: depth, pressure, temperature, vacuum (but not machinists' precision).
Gears, steering (gyroscope).
Generator, pulse.
Glass, optical.
Glasses, magnifying, reducing.
Gyro indicator assemblies.
Gyroscopes: directional, horizon.
Hydrographs, without clocks.
Hydrometers.
Hygrothermographs and accessories.
Inclinometers.
Indicators: directional, elevation, fuel mixture, salinity, temperature, velocity, level.
Instruments: drafting, engineering, laboratory, meteorological, military, navigation, ophthalmic, surveying, aircraft, recording.
Lenses (wholly or partially ground and polished) except photographic lenses and except lenses such as are of a non-corrective type used in protective goggles.
Lettering devices.
Level vials.
Liners (paper rulers).
Manometers: liquid, mechanical.
Map enlarging outfits.
Measures, map.
Meters: drift, electric, exposure, water velocity.
Microscopes.
Milliammeters.
Motion picture recording theodolites.
Mototracers.
Mounts: telescope, bombsight, periscope.
Octants.
Odometers.
Ophthalmic goods.
Ophthalmoscopes.
Pantographs, drafting.
Pelorus assemblies.
Pencils, drawing-instrument and, parts.
Pens: barograph, drawing-instrument, thermograph.
Periscopes.
Pilots, robot.
Poles, tubular metal ranging.
Potentiometers.
Prickers, drawing-instrument.
Prisms.
Profilometers.
Projectors for air mapping.
Propeller shaft revolution indicating equipment.
Protractors.
Psychrometers, sling.
Pyrometers.
Q Meters.
Recording instruments: depth, humidity, light intensity, stress, temperature, water stage.
Reels, sounding.
Reflector, sight.
Regulators, gaseous oxygen.
Resistance coils for use on scientific instruments.
Reticles.
Retinoscopes.
Rods: Philadelphia level, stadia.
Rotors, meteorological.
Rules: drafting, slide.
Sextants.
Sights: drift, telescopic, bomb, computing.
Signal assemblies (instruments):
Sound locaters.
Sounding equipment, echo.
Splines and weights, sets.
Stabilizers, bomb.
Stadia, computer.
Stadimeters.
Stereophotogrammetric equipment.
Stereoscope, magnifying, lens prism.
Stereoscopic plotting instruments (aerial mapping projectors).
Strain measuring equipment.
Sunshine detectors (recorders).
Supports: maximum and minimum thermometer, wind instrument.
Switches for engine cylinder thermometers.
Synchronous repeaters and transmitters.
Tachometers.
Tally counters.
Telescopes.
Temperature controls: electric, pneumatic.
T-Squares.
Testing sets and equipment:
Battery.
Electric.
Fatigue crack.
Gage, portable.
Hardness.
Tension.
Valve spring.
Wheatstone bridge type.
Teststand assemblies:
Tachometer.
Automatic pilot.
Theodolites and tripods.
Thermocouples.
Thermographs.

Thermometers (except clinical).
Thermostats.
Torpedo computer trainer.
Tracers.
Trainers for pilot instruction.
Transits.
Transmission systems, gun data.
Triangles.
Tube assemblies, air-speed.
Tube, Pitot-static.
Vanes, wind-instrument.
Vibration measuring instruments.
Whirling apparatus.

Date effective: September 23, 1941.

Wage: 40 cents an hour or $16.00 per week of 40 hours, arrived at either upon a time or piece work basis.

Apprentices may be employed at lower rates of pay if their employment conforms to the standards of the Federal Committee on Apprenticeship. Learners may be employed at the rate of 35 cents on hour or $14.00 per week of 40 hours for a period of not to exceed 60 days, if the total number of employees so classified does not exceed 10 per cent of the total number of employees in any one establishment in any given payroll or work week.

NOTE: The Department of Labor has issued the following interpretation of the term "optical glass" as used in the above determination:

Optical glass is a generic term applying to that type of glass which after grinding and polishing assumes definite refractive qualities and is intended to include finished products as well as blanks.

By this token, ophthalmic glass and its products, including eye glass lenses, as well as wholly or partially ground and polished lenses for any purpose other than photographic, are covered by the determination.

§ 809.956 *Surgical instruments and apparatus industry.* (a) The following illustrative list of commodities is understood to be within the scope of the surgical instrument and apparatus industry wage determination (included are not only those products which were originally construed to be within this industry, but also those products which have since been included by interpretation. This list is subject to revision as additional interpretation of products is made):

Adenotomes.
Anastomosis buttons.
Apparatus, blood transfusion.
Applicators, metal surgical.
Aspirators.
Atomizers.
Blades, surgeons'.
Bougies, metal.
Bronchoscopes.
Catheters.
Cauteries.
Chisels, bone.
Clamps, surgical.
Clips, suture.
Cranioclasts.
Curettes, surgical.
Cystoscopes.
Depressors, tongue (metal).
Dilators.
Directors, grooved.
Dissectors.
Drills, bone.
Drill points.
Elevators, bone, periosteal, rib.
Endoscopes.
Forceps, surgical.
Forks, tuning.
Gags, mouth.
Gouges.
Haemacytometers.
Hammers, surgical.
Hemostats.
Inhalers, anesthetic.
Instruments, foreign body.
Intubators.
Irrigators.
Knives, surgical.
Laryngoscopes.
Ligatures.
Lithotomes.
Mallets, surgical.
Microtomes.
Needles, surgical and hypodermic.
Otoscopes.
Pelvimeters.
Perforators.
Periosteotomes.
Pharyngoscopes.
Plates, bone.
Pliers, surgical.
Probangs.
Probes, surgical.
Proctoscopes.
Rachitomes.
Raspatories.
Rasps, surgeons'.
Razors, surgical.
Retractors.
Rongeurs.
Saws, surgical.
Scalpels.
Scissors or shears, surgical.
Sigmoidoscopes.
Snares.
Speculas.
Sphygmomanometers, mercurial and aneroid.
Spoons, surgical.
Sterilizers.
Stethoscopes.
Strippers, vein.
Syringes, glass or metal.
Sutures.
Tenacula.
Thermometers, clinical.
Trocars.
Trephine.
Trephine points.
Trachea tubes.
Urethroscopes.
Urethrotomes.
Wrenches, clubfoot.

§ 807.957 *Evaporated milk industry.* Evaporated milk:

Date effective: November 3, 1941.

Wage: Arrived at either upon a time or piece work basis:

In the States of Washington, Oregon, and California, 50 cents per hour or $20.00 per week of 40 hours.

In the States of Idaho, Montana, Nevada, Utah, Arizona, New Mexico, Colorado, Wyoming, North and South Dakota, Nebraska, Minnesota, Iowa, Wisconsin, Michigan, and Ohio, 40 cents per hour or $16.00 per week of 40 hours.

In the remaining States of the United States and the District of Columbia, 32.5 cents per hour or $13.00 per week of 40 hours.

§ 809.958 *Paint and varnish industry.* Pigments or colors, either in dry or paste form; paints mixed ready for use or in dry or paste form; varnishes, lacquers, enamels; fillers, putty, top dressings; paint and varnish removers; furniture and floor wax; and lacquer thinners.

Date effective: November 6, 1941.

Wage: Arrived at either upon a time or piece work basis:

For the States of Virginia, North Carolina, South Carolina, Tennessee, Georgia, Florida, Alabama, Mississippi, Louisiana, and Arkansas, 40 cents an hour or $16.00 per week of 40 hours.

For all other States of the United States and the District of Columbia, 50 cents an hour or $20.00 per week of 40 hours.

§ 809.959 *Leather manufacturing industry.* The leather manufacturing industry is defined to be that industry which tans, curries, and finishes leather (including rawhide) from any type of hide or skin, and manufactures welting and power transmission belting when made wholly or principally of leather.

(a) *Tanning, currying, and finishing of leather (including rawhide).*

Date effective: December 17, 1941.

Wage: Arrived at either upon a time or piece rate basis.

In the States of Maine, Vermont, New Hampshire, New York, Massachusetts, Rhode Island, Connecticut, New Jersey, Maryland, Pennsylvania, Delaware, Ohio, Indiana, Michigan, Wisconsin, Illinois, Missouri, Iowa, Minnesota, North Dakota, South Dakota, Nebraska, Kansas, New Mexico, Colorado, Wyoming, Montana, Idaho, Utah, Arizona, Nevada, California, Oregon, Washington, and the District of Columbia, 50 cents an hour or $20.00 per week of 40 hours.

In the States of West Virginia, Virginia, Kentucky, Tennessee, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Florida, Arkansas, Louisiana, Oklahoma, and Texas, 40 cents an hour or $16.00 per week of 40 hours.

(b) *Welting and power transmission belting.*

Date effective: December 17, 1941.

Wage: Arrived at either upon a time or piece rate basis; 40 cents an hour or $16.00 per week of 40 hours, regardless of where manufactured.

§ 809.960 *Textile industry.* The term textile industry means:

(a) The manufacturing or processing of yarn or thread and all processes preparatory thereto, and the manufacturing, bleaching, dyeing, printing and other finishing of woven fabrics (other than carpets and rugs containing any wool) from cotton, flax, jute, other vegetable fiber, silk, grass, or any synthetic fiber, or from mixtures of these fibers; or from such mixtures of these fibers with wool or animal fiber (other than silk) as are specified in subparagraphs 960.7 and 960.8; except the chemical manufacturing of synthetic fiber and such related processing of yarn as is conducted in establishments manufacturing synthetic fiber;

(b) The manufacturing of batting, wadding, or filling and the processing of waste from the fibers enumerated in paragraph (a);

(c) The manufacturing, bleaching, dyeing, or other finishing of pile fabrics or cords (except carpets and rugs containing any wool) from any fiber or yarn;

(d) The processing of any textile fabric, included in this definition of this industry, into any of the following products: bags; bandages and surgical gauze; bath mats and related articles; bedspreads; blankets; diapers; dish-cloths; scrubbing cloths and wash-cloths; sheets and pillow cases; tablecloths, luncheloths and napkins; towels; window curtains; shoe laces and similar laces;

(e) The manufacturing or finishing of braid, net or lace from any fiber or yarn;

(f) The manufacturing of cordage, rope or twine from any fiber or yarn including the manufacturing of paper yarn and twine;

(g) The manufacturing, or processing of yarn (except carpet yarn containing any carpet wool) or thread by systems other than the woolen system from mixtures of wool or animal fiber (other than silk) with any of the fibers designated in paragraph (a), containing not more than 45 per cent by weight of wool or animal fiber (other than silk);

(h) The manufacturing, bleaching, dyeing, printing or other finishing of woven fabrics (other than carpets and rugs) from mixtures of wool or animal fiber (other than silk) containing not more than 25 per cent by weight of wool or animal fiber other than silk), with any of the fibers designated in paragraph (a), with a margin of tolerance of 2 percent to meet the exigencies of manufacture;

(i) The manufacturing, dyeing, finishing or processing of rugs or carpets from grass, paper, or from any yarn or fiber except yarn containing any wool but not including the manufacturing by hand of such products.

(j) The manufacture of adhesive tape of the type used with surgical gauze or bandages. (Adhesive tape for industrial purposes is not now subject to any minimum wage determination under the Walsh-Healey Act.)

Date effective: June 24, 1942.

Wage: 40 cents an hour or $16.00 for a week of 40 hours, arrived at on a time or piece work basis.

Learners may be employed at subminimum rates only in accordance with the present applicable regulations issued by the Administrator of the Wage and Hour Division under the Fair Labor Standards Act, as amended on March 22, 1943, which were adopted for the purposes of this determination.

This determination shall not be interpreted as abrogating any obligation that may have occurred under the previous determination for the industry or under the previous wage determination for the manufacture of bobbinets which is covered by the present definition of the Textile Industry.

§ 809.961 *Chemical and related products industry.* The following illustrative list of commodities is understood to be within the scope of the chemical and related products industry wage determination (included are not only those products which were originally construed to be within this industry, but also those products which have since been included by interpretation. This list is subject to revision as additional interpretation of products is made):

The chemical and related products industry includes:

(1) (i) Heavy, industrial, and fine chemicals, including compressed and liquefied gases, and insecticides and fungicides (1939 Census of Manufactures industries Nos. 999, 985, [1] 933);

(ii) The by-products of the foregoing (1939 Census of Manufactures industries Nos. 981, 982).

(2) The manufacture of such commodities as bluing; bone black, carbon black, and lampblack; cleaning and polishing preparations, blackings, and dressings; mucilage, paste, and other adhesives (1939 Census of Manufactures industries Nos. 995, 986, 989, 996).

(a) *Illustrative list of commodities.*

Acetylene gas.
Acid: boric, carbolic, oxalic.
Acid wash, deck covering.
Alcohol (except wood).
Amine, alkylated.
Ammonia, anhydrous.
Ammonia, household.
Ammonium nitrate.
Auramine.
Bichromate of soda.
Blackings.
Bleaching material.
Bluing.
Bone black.
Burnishing ink.
Cadmium lithopone lemon salt.
Calcium silicate.
Calomel.
Carbon black
Carbon dioxide (dry ice).
Carbonate, strontium.
Casein.
Celluloid.
Cellulose, acetate flake.
Cement, mending (except rubber)
Chloroform.
Cleansers (no soap).
Compounds, industrial: boiler, water treating, insulating, metal treating.
Creosote.
Creosote oil.
Deodorants (except for human use).
Developer, X-ray film.
Dibutyl phthalate.
Dinitrotoluene.
Disinfectants: household, industrial.
Dressing, fabricated leather.
Dry cleaning preparations.
Dry mix for welding rod coating.
Dyestuffs.
Ethyl cellulose.
Ferro-alloys (except ferro-manganese) produced by electrochemical processes.
Ferrosilicon.
Fibestos, cellulose acetate.
Fluorescein dye.
Fungicides, agricultural.
Gasket paste.
Germicides.
Gums, manufactured synthetic.
Hexamethylene tetramine.
Humidity indicators.
Hydrocarbon gases.
Hydrogenation catalyst.
Hydroquinone.
Hyperchloride.
Insecticides: agricultural, household.
Kolloxaline.
Lamp black.
Magnesium metal, when chemically compounded.
Magnesium resinate.
Methox.
Methylbenzine.
Methylbenzol.
Methyl chloride.
Mononitrotoluene.
Mucilage.
Neoprene.
Nitrocellulose, wet (gun cotton).
Oxygen.
Paint, desiccant detector.
Paris green.
Paste, adhesive.
Pentaerythrite.
Pentaerythritol.
Penthrile.
Pentolite.
Pentrinite.
Pentrite.
Phenol (carbolic acid).
Phenylemthone.
Photographic chemicals.
Polish: auto, metal, stove.
Polystyrene.
Potash.
Potassium perchlorate.
Pyrethrum concentrate extract.
Pyrethrum (insect powder).
Repellents: agricultural, household.
Resins, synthetic.
Rubber, synthetic.
Scouring powder (no soap).
Sealing wax.
Shoe impregnite.
Soda, caustic (sodium hydroxide).
Sodium hyposulfite.
Sodium nitrate, synthetic.
Sodium thiosulfate.
Stains, leather.
Strontium oxalate.
Synthetic gums.
Thermite, incendiary.
Thorium nitrate.
Tints, household.
Titanium tetrachloride.
Toluene.
Toluol.
Washing powder (no soap).
Wax: auto, metal, stove.

[1] Except water-proofing compounds.

(b) *Specifically excluded from the chemical industry.*

Cement, rubber.
Compounds: caulking, damp proofing, water proofing; liquid and plastic roof coating.
Ferro-manganese.
Glue.
Paint remover.
Plastics, fabricated.
Polish: floor, furniture.
Rayon and allied products.
Salt: table, rock.
Soap.
Top dressings.
Varnish remover.
Wax: floor, furniture.

Date effective: April 28, 1942.

Wage: Arrived at either upon a time or piecework basis:

(1) 40 cents an hour or $16.00 per week of 40 hours, for the States of Maryland, Virginia, North Carolina, South Carolina, Tennessee, Arkansas, Mississippi, Alabama, Georgia, Florida, and the District of Columbia; and

(2) 50 cents an hour or $20.00 per week of 40 hours for the remaining States of the United States.

§ 809.961a *Aviation textile products manufacturing industry.* The aviation textile products manufacturing industry is defined for the purposes of this determination as that industry which is engaged in the manufacture of articles (other than apparel) primarily of fabric for use in connection with the aviation industry, including, but without limitation, parachutes of all types, parachute packs, parachute harnesses, safety belts, aerial delivery containers made primarily from fabrics, tow targets, and wind direction indicators of the wind-sock type: *Provided, however* That the manufacture of canvas and duck articles for ground use, such as signaling panels, is not included.

Date effective: December 11, 1942.

Wage: 55 cents an hour or $22.00 a week of 40 hours, arrived at either on a time or piecework basis, for the States of California, Oregon, and Washington; 47½ cents an hour or $19.00 a week of 40 hours, arrived at either on a time or piecework basis, for the remaining 45 States and the District of Columbia. Workers who are in fact learners may be employed at the rate of 40 cents an hour or $16.00 a week of 40 hours during the first two weeks of their employment and at the rate of 45 cents an hour or $18.00 a week during the third and fourth weeks of their employment.

SUBPART E–1—FAIR LABOR STANDARDS ACT OF 1938

§ 809.961b *Basic law.* (1) The act establishes minimum wages and maximum hours for employees engaged in commerce or in the production of goods for commerce, and restricts the use of child labor. Only those provisions of the act relating to minimum wages and maximum hours as they affect cost-plus-a-fixed-fee contractors are dealt with in this Procurement Regulation.

(2) Section 6 (a) requires every employer to pay to each of his employees (except homeworkers in Puerto Rico and the Virgin Islands) "who is engaged in commerce or in the production of goods for commerce" not less than 30 cents per hour or, if the Administrator of the Wage and Hour Division of the Department of Labor in accordance with the act shall have prescribed some other rate, not less than the rate (not in excess of 40 cents per hour) so prescribed by the Administrator.

(3) Section 7 (a) prohibitis every employer from employing any of his employees "who is engaged in commerce or in the production of goods for commerce" for a workweek longer than 40 hours, unless such employee receives compensation for his employment in excess of such 40-hour workweek at a rate of not less than one and one-half times the regular rate at which he is employed. Employment pursuant to bona fide collective bargaining agreements providing for employment for not more than 1000 hours during any period of 26 consecutive weeks or for not more than 2080 hours during any period of 52 consecutive weeks, and employment for a period or periods of not more than 14 workweeks in the aggregate in any calendar year in an industry found by the Administrator to be of a seasonal nature will not constitute a violation of sec-

tion 7 (a), if employees receive compensation for employment in excess of 12 hours in any workday or in excess of 56 hours in any workweek at a rate not less than one and one-half times the regular rate at which they are employed. Neither does section 7 (a) apply, under stated circumstances, to employees engaged in processing certain perishable products. Act of June 25, 1938, 52 Stat. 1060, 29 U. S. Code Section 201-219 (Supp 1939); as amended by 53 Stat. 1266; 54 Stat. 615; and act of October 29, 1941 (77th Congress, 1st Sess.).

(a) *Exceptions.* The provisions of sections 6 and 7 do not apply with respect to:

(1) Any employee employed in a bona fide executive, administrative, professional, or local retailing capacity, or in the capacity of outside salesman (as such terms are defined and delimited by regulations of the Administrator); or

(2) Any employee engaged in any retail or service establishment the greater part of whose selling or servicing is in intrastate commerce; or

(3) Any employee employed as a seaman; or

(4) Any employee of a carrier by air subject to the provisions of title II of the Railway Labor Act; or

(5) Any employee employed in the catching, taking, harvesting, cultivating, or farming of any kind of fish, shellfish, crustacia, sponges, seaweeds, or other acquatic forms of animal and vegetable life, including the going to and returning from work and including employment in the loading, unloading, or packing of such products for shipment or in propagating, processing, marketing, freezing, canning, curing, storing, or distributing the above products or byproducts thereof; or

(6) Any employee employed in agriculture; or

(7) Any employee to the extent that such employee is exempted by regulations or orders of the Administrator issued under section 14 (which permits the issue of regulations and certificates allowing learners, apprentices, messengers and individuals whose earning capacity is impaired by age, physical or mental deficiency, or injury to be employed for lower wages than those prescribed by section 6); or

(8) Any employee employed in connection with the publication of any weekly or semiweekly newspaper with a circulation of less than three thousand the major part of which circulation is within the county where printed and published; or

(9) Any employee of a street, suburban, or interurban electric railway, or local trolley or motor bus carrier; or

(10) To any individual employed within the area of production (as defined by the Administrator), engaged in handling, packing, storing, ginning, compressing, pasteurizing, drying, preparing in their raw or natural state, or canning of agricultural or horticultural commodities for market, or in making cheese or butter or other dairy products; or

(11) Any switchboard operator employed in a public telephone exchange which has less than five hundred stations.

(b) *Regulations of the Administrator.* The act provides that the Administrator shall by regulation define certain terms used in the act and may grant certain exemptions from its provisions. Regulations issued by the Administrator, as revised from time to time, should be consulted in these respects.

(c) *Liability of employer.* Any employer who violates the provisions of section 6 or 7 of the act is liable to the employee or employees affected in the amount of their unpaid minimum wages, or their unpaid overtime compensation, and in an additional equal amount as liquidated damages; and, in the event the employee institutes suit therefor, the costs of the action and a reasonable attorney's fee as allowed by the court. Violations also may be restrained by injunction and may subject the employer to criminal penalties.

(d) *Reimbursement of cost-plus-a-fixed-fee contractors for payments in accordance with the act.* Minimum wages and overtime payments paid currently in accordance with the act are reimbursable to cost-plus-a-fixed-fee contractors as labor costs. Cost-plus-a-fixed-fee contractors also may be reimbursed, in proper cases, amounts paid in settlement of claims for overtime subsequently asserted by his employees. (See paragraph (f) for the administrative procedure to be followed in respect of such of said subsequently asserted claims as are made the subject of an investigation by the Administrator and § 811.1120 (c) for the administrative procedure to be followed to determine the position of the Government in suits for such claimed overtime brought against cost-plus-a-fixed-fee contractors.) Attention is called to the Comptroller General's opinion to the Secretary of War of 15 December 1943 (B-38642) to the effect that amounts paid in settlement of such claims may be reimbursed even though the settlements necessitated a compromise of disputed questions of law or fact, provided that such settlements are in amounts less than the total amounts (including liquidated damages, court costs and attorneys fees) which would be required to be paid in the event the employee sued and obtained judgment and that it is administratively determined that the settlement in each instance was fully warranted as being in the best interest of the Government. Vouchers covering such payments should be supported by evidence setting forth the basis for such administrative determination and any questions of law with respect to the application of the act should be determined by the contracting officer only after thorough consideration has been given the matter by competent Government attorneys or by private attorneys engaged to represent the contractors if the former are not available, and a showing to that effect should also be made a part of the evidence submitted with the vouchers.

(e) *Investigations and inspections of records by the Administrator.* Employers subject to the act or any order issued thereunder must make and preserve such records of the persons employed by him and of the wages, hours and other conditions and practices of employment maintained by him, and make such reports therefrom, as the Administrator shall prescribe by regulation or order as necessary or appropriate for the enforcement of the provisions of the act or his regulations or orders thereunder. The act provides that the Administrator or his designated representatives may investigate and gather data regarding the wages, hours and other conditions and practices of employment in any industry subject to the act and may enter and inspect such places and such records, question such employees and investigate such facts, conditions, practices or matters as he may deem necessary or appropriate to determine whether any person has violated any provision of the act, or which may aid in the enforcement of the provisions of the act.

(f) *Investigations of cost-plus-a-fixed-fee contractors.* (1) The Under Secretary of War, by memorandum dated 15 December 1943 to the Commanding Generals of the Army Air Forces and the Army Service Forces, has directed, with respect to investigations of cost-plus-a-fixed-fee contractors of the War Department, that: To the extent consistent with security and other regulations governing admission of visitors to plants and projects, representatives of the Administrator should be accorded access to the facilities and records of War Department contractors for the purpose of making investigations to determine applicability of a compliance with the act. Investigations will be conducted at such time and in such manner as to interrupt or interfere least with operations. They should be confined wherever possible to the inspection of records in the office of the contractor. Inspections of the areas in the facility where construction or production is in progress will be held to a minimum. Necessary interviewing of employees should, wherever possible, be conducted outside work hours or at such other times as will interfere least with construction or production operations.

(2) The Administrator has stated that his investigators will advise cost-plus-a-fixed-fee contractors approximately one week before they plan to arrive at the project to make an investigation under the act. The War Department representative at the plant will see that the investigation is conducted in accordance with such directive of the Under Secretary of War.

(3) If the Administrator is of the opinion that any such investigation discloses violation of sections 6 or 7 of the act, he will transmit a report of the investigation to the Director, Industrial Personnel Division, Headquarters, Army Service Forces, who will transmit it to the appropriate technical service. The technical service will cause the matter to be examined into and, if such examination confirms such violation, will advise the contractor to take appropriate steps to comply with the law. The technical service promptly will report to the Director, Industrial Personnel Division, Headquarters, Army Service Forces, as to its examination into the matter and as to the action taken. If the question as to whether a violation exists depends upon a construction of a provision of the act which has not been construed by the courts or under the procedure provided in the agreement referred to in § 811.1120 (c), the Judge Advocate General will be consulted as to the construction to be followed.

SUBPART F—OVERTIME WAGE COMPENSATION

§ 809.962 *Executive order.* Executive Order No. 9240, dated September 9, 1942 (7 F.R. 7159) with section V as amended by Executive Order No. 9248, dated September 17, 1942 (7 F.R. 7419), reads as follows:

REGULATIONS RELATING TO OVERTIME WAGE COMPENSATION

Whereas many labor organizations have already adopted the patriotic policy of waiving double time wage compensation or other premium pay for work on Saturday, Sunday and holidays, as such, for the duration of the war; and

Whereas it is desirable and necessary in the prosecution of the war, and to insure uniformity and fair treatment for those labor organizations, employers, and employees who are conforming to such wage policies that this principle be universally adopted:

Now, therefore, by virtue of the authority vested in me by the Constitution and the statutes, as President of the United States and as Commander in Chief of the Army and Navy, it is hereby ordered:

I. That the following principles and regulations shall apply for the duration of the war to the payment of premium and overtime wage compensation on all work relating to the prosecution of the war:

A. No premium wage or extra compensation shall be paid to any employee in the United States, its territories or possessions, for work on Saturday or Sunday except where such work is performed by the employee on the sixth or seventh day worked in his regularly scheduled workweek and as hereinafter provided.

(1) Where because of emergency conditions an employee is required to work for seven consecutive days in any regularly scheduled workweek a premium wage of double time compensation shall be paid for work on the seventh day.

(2) Where required by the provisions of law or employment contracts, not more than time and one-half wage compensation shall be paid for work in excess of eight hours in any day or forty hours in any workweek or for work performed on the sixth day worked in any regularly scheduled workweek.

B. No premium wage or extra compensation shall be paid for work on customary holidays except that time and one-half wage compensation shall be paid for work performed on any of the following holidays only:

New Year's Day.
Fourth of July.
Labor Day.
Thanksgiving Day.
Christmas Day.

and either Memorial Day or one other such holiday of greater local importance.

II. All Federal departments and agencies shall conform the provisions in all existing and future contracts negotiated, executed, or supervised by them to the policies of this order. All such departments and agencies shall immediately open negotiations to alter provisions in existing contracts to conform them to the requirements of this order.

III. Nothing in this order shall be construed as requiring a modification of the principle that every employee should have at least one day of rest in every seven days. The continuous operation of plants and machines in prosecuting the war does not require that employees should work seven consecutive days.

IV. Nothing herein shall be construed as superseding or in conflict with the provisions of the statutes prescribing the compensation, hours of work and other conditions of employment of employees of the United States.

V. All Federal departments and agencies affected by this order shall refer to the Secretary of Labor for determination questions of interpretation and application arising hereunder. In any industry or occupation in which the Secretary finds that a wage stabilization agreement approved by a Government department or agency is operating satisfactorily, or in any industry or occupation in which the Secretary finds that the nature and exigencies of operations make such action necessary or advisable for the successful prosecution of the war, the Secretary may determine that any or all of the provisions of this order shall not apply to such industry or occupation or to any classes of employees therein.

VI. The provisions of this order shall become effective October 1, 1942.

FRANKLIN D ROOSEVELT

§ 809.963 *Elimination of inconsistencies through amendment of contracts; non-reimbursement, etc.* By memorandum dated September 17, 1942 (See A. S. F. Cir. No. 65, 1942) the Under Secretary of War acting jointly with the Under Secretary of the Navy and the Chairman of the Maritime Commission, issued instructions reading in part as follows:

2. Wherever any contract of the War Department, the Navy Department, or the Maritime Commission contains a provision which requires the payment of overtime or premium wages in a manner inconsistent with the provisions of Executive Order No. 9240, contracts will be amended to eliminate such inconsistency for the period beginning October 1, 1942, and no future contract will contain any such inconsistent provision. It is not required that any amendment be made of the usual contract articles included with respect to the provisions of the Walsh-Healey Act, the Eight Hour Law, and the Fair Labor Standards Act of 1938, all as amended.

3. On and after October 1, 1942, no reimbursement of cost will be made under any cost-plus-a-fixed-fee contract nor will any recognition be given for inclusion in the case of Navy so called "price-minus" contracts, of any cost which represents the payment of premium or overtime compensation at rates or under circumstances which are not permitted by the foregoing order.

§ 809.964 *Interpretations; former and present.* Prior to February 17, 1943, the Secretary of Labor issued various interpretations of Executive Order 9240 which were formerly incorporated in these procurement regulations. On February 17, 1943, the Secretary of Labor issued "Interpretative Bulletin No. 1 of Executive Order 9240." This bulletin contains the official interpretations of the order, effective March 1, 1943. It supersedes the former interpretations. The bulletin interpretations are set forth in the succeeding subdivisions of this section. As additional interpretations are issued, the procurement regulations will be amended to include such interpretations. All of the earlier interpretations have been deleted, although payments made prior to March 1, 1943 pursuant to these earlier interpretations should be considered to have been in compliance with the order.

(a) *Basic purposes of the order as stated by the Secretary of Labor.* The order was designed: (1) To facilitate round-the-clock war production, (2) to discourage absenteeism found to have resulted from the practice of paying premium rates for particular days as such, and (3) to assure, in the interest of efficiency and health, observance of the principle that workers should have at least one day of rest in each week.

(b) *Coverage; work to which order is applicable.* The order went into effect October 1, 1942. By its terms it applies to "all work relating to the prosecution of the war." This is interpreted to mean all work performed by prime contractors on Government war contracts, by their subcontractors, and those who make the materials and supplies necessary for the performance of such contracts and subcontracts. The order was intended to extend to enterprises which are engaged in producing, processing, mining, or manufacturing products used by the Government in the prosecution of the war or products used by a Government contractor or subcontractor in the manufacture of war products. Enterprises which provide public transportation or communication facilities, storage, distribution, or warehousing facilities, are not covered by the order. Accordingly, employees of railroads, air lines, bus lines, trucking lines or other common or contract carriers, seagoing personnel, longshoremen, dock workers, and similar waterfront workers, are not within the scope of the order. Employees of telephone and telegraph companies and radio stations, engaged in the normal communication operations of such companies, as well as employees of newspapers, magazines, and other periodicals which disseminate general information to the public at large are also excluded. Employees of power and light, water, gas and other public utility companies which merely furnish power and other facilities to the general public are not covered even though some of their output is supplied to war contractors. On the other hand, a power plant operated, for example, by a war manufacturer furnishing power or light, or other services to the factory would properly be regarded as a plant facility and would be subject to the order. Also firms engaged exclusively in distribution which do not process any war products would not be covered. Accordingly, employees of wholesalers, retailers, storage warehouses and brokers would be exempt if their employers are not engaged in any processing activity. Agricultural workers and employees of Federal or State Governments, and political subdivisions thereof, are not subject to the order.

(c) *Coverage; classes of employees to which order is applicable.* The order should be applied on the basis of operations carried on in an individual plant. Therefore, if a particular plant is engaged in war work which is within the scope of coverage, the entire plant would be subject to the order, including production, clerical, and maintenance employees. In cases where an employer in a particular plant is engaged both in the production of war goods and in noncov-

ered work the order would apply to the entire plant in the absence of segregation. If an employee works an entire workweek exclusively in noncovered production, and his duties do not contribute or relate to work which is subject to the order, such an employee would not be covered by the order for that week. On the other hand, if that employee works a portion of a week in the performance of any function contributing to the production of war goods, he would be subject to the order for the entire workweek. The burden of establishing segregation is upon the employer. The order would apply to any employee engaged in covered work if his compensation is customarily or by requirements of applicable statutes or agreements related to the number of hours worked in a day or the number of days worked in a week.

(d) *Saturday and Sunday work.* Paragraph I A of the order prohibits premium wages or extra compensation for work performed on Saturday or Sunday as such, that is, for work performed on either of those days without reference to the number of hours or days previously worked in the workweek. Any attempt to clothe any other day in the workweek with the status of a premium day, as such, would be contrary to the order.

(e) *Double time for seventh day.* Paragraph I A (1) of the order requires the payment of double time for work on the seventh consecutive day worked in any regularly scheduled workweek. Under this requirement double time may be paid only if all 7 days fall within the same workweek. Double time for work performed on the seventh day should be computed at twice the straight-time rate paid for work on that day or twice the average straight-time hourly rate for the workweek, whichever is the customary method of computing overtime compensation. The employer's records should indicate which method is adopted.

(f) *The workweek.* A workweek consists of 7 successive days (see paragraph (g)) starting on the same calendar day each week. This is the definition of a workweek under the Fair Labor Standards Act and is generally accepted by industry. The workweek may be established for the whole plant, for particular employees, or for any subdivision of the plant. The beginning of the workweek may be changed if not intended to evade the requirements of the order. The order does not call for or require any particular work or shift schedule nor does it prescribe the days or hours on which work is to be performed. It is of course highly desirable that work schedules be posted in advance, thus enabling employees to know upon what days work will be required of them.

(g) *The work day.* The order is to be applied on a 24-hour day basis. A 24-hour period may be established as the workday for the plant or for particular employees or departments, provided such an arrangement is not designed to evade the purposes of the order. In the event no particular 24-hour period is established as the workday, the calendar day (i. e., from midnight to midnight) shall be considered as the workday. Thus, work on an established workday regardless of the number of hours worked would for the purpose of the order, be considered as 1 day of work.

(h) *Exceptions.* Certain exceptions to this rule must be recognized. At times a shift may cut across 2 workdays. Only 1 of the 2 days is to be counted as a day worked, and that is the day on which the shift starts. Where an employee on particular occasions works beyond his normal shift and thereby works into the next workday, such excess hours should not be regarded as an additional day. However, if the employee continues to work into his day of rest to the extent of one-half his normal shift or is called back to work on his day of rest, that day must be counted as a day of work.

(i) *Effect of the order on applicable statutes and employment contracts.* Such provisions of employment contracts as are in conflict with the order are to that extent modified thereby. Employment contracts or agreements as those terms are used herein include practices established by custom or usage. Paragraph I A (2) contemplates that applicable statutes such as the Fair Labor Standards Act and the Walsh-Healey Act, or employment agreements which provide for overtime at time and one-half on a daily or weekly basis or for the sixth day of work in a regularly scheduled workweek, shall not be disturbed by the provisions of the order. Therefore, in situations where applicable laws or employment agreements require time and one-half for overtime worked in excess of 8 hours per day or 40 hours per week, the order permits the payment of time and one-half for such overtime. Likewise, where an employment contract requires time and one-half compensation for the sixth day worked in a regularly scheduled workweek, the order permits such premium pay. If overtime compensation for hours in excess of 8 per day or 40 per week, or for the sixth day worked is not required by applicable statutes or employment agreements, nothing in the order requires the payment of such premium rates.

(j) *Exceptions unrelated to premium pay for work on particular days as such.* It is not the purpose of the order to disturb employment contracts which contain provisions for extra compensation for onerous work, night work, or emergency work (i. e., work resulting from a sudden condition calling for immediate action); which extra compensation is in no way related to premium pay for work on Saturday, Sunday, or particular days as such. Accordingly, the order would not invalidate contracts, practices, or customs calling for more than time and one-half for hours in excess of 12 on a shift since such work is ordinarily regarded as particularly onerous. Likewise, the order would not invalidate contracts calling for premium pay for "call-in work" where the employee is summoned to duty outside his regular work schedule, and such premium rates are unrelated to work on Saturday, Sunday, or any other day as such. Furthermore, the order does not prevent the payment of shift wage differentials or bonuses, or attendance bonuses, where such payments are not in fact related to work performed on Saturday, Sunday, or particular days, as such.

(k) *Holidays; choice of sixth holiday.* Paragraph I B of the order has two requirements: (1) It requires time and one-half for work on the 6 holidays enumerated in the order, and (2) it forbids payment of any premium wage or extra compensation for work on any other holidays as such. A choice is afforded between Memorial Day and any other holiday of greater local importance. Failure to select a substitute holiday leaves Memorial Day as the sixth holiday under the order. The holiday chosen as a substitute for Memorial Day need not be the same holiday each year but only 6 holidays may be paid for at premium rates in the 12-month period beginning October first.

(l) *Holidays; computation of premium pay.* The order requires that time and one-half compensation be paid for work on designated holidays but forbids payment in excess of time and one-half. Thus, if the wages of an employee include compensation for a holiday although not worked, the additional amount which must be paid under the order for work performed on that holiday is limited to such amount as brings the total compensation for the day to time and one-half. Compensation for work performed on a holiday should be computed at one and one-half times the straight-time rate paid for work on that day or one and one-half times the average straight-time hourly rate for the workweek, whichever is the customary method of computing overtime compensation. The employer's records should indicate which method is adopted.

(m) *Holidays; inclusion of holidays in computing sixth and seventh days.* For purposes of computing the seventh day of work in a workweek under the order, the designated holidays must be included in the count whether or not work is performed on such days. An idle holiday should be included in computing the sixth day worked in the workweek unless the employment contract specifies otherwise.

(n) *Holidays; determination of what constitutes work on.* Insofar as the order requires payment of time and one-half for work on the designated holidays, it means payment of time and one-half for the hours worked on the calendar holiday, namely, hours worked between midnight at the beginning of the holiday and midnight at the close of the holiday. However, in order to give all employees equal benefit of the holiday, it is permissible to compensate employees at time and one-half for all hours worked on a shift, some part of which cuts across the calendar holiday. It is not permissible to pay the time and one-half holiday rate for more than one shift in a situation in which the employee works two shifts, both of which cut across the calendar holiday. However, employees must be paid time and one-half for at least all the hours worked on the calendar holiday. If one of the designated holidays falls on Sunday, either Sunday or Monday may be observed as the holiday, but not both.

(o) *Holidays, not worked.* There is no provision in the order relating to compensation on holidays not worked.

(p) *Offsets crediting and pyramiding; holiday pay against other premium pay.* The time and one-half premium pay required for work on the 6 holidays designated in the order may not be offset or credited against overtime or premium pay required for any other day or portion of the workweek by virtue of this order or applicable statute, such as the Fair Labor Standards Act, the Walsh-Healey Act, or the Federal Eight-Hour Law. For example, an employee works 6 days of 8 hours each or a total of 48 hours in a workweek. The second day is one of the designated holidays and the 8 hours worked on that day must be paid for at time and one-half. This premium pay may not be credited or offset against the time and one-half required by statute for hours over 40 during that week. Both must be paid.

(q) *Seventh day pay against other premium pay.* Similarly, the double time required for the seventh consecutive day worked in the workweek may not be offset or credited against overtime or premium pay required for any other day or portion of the workweek by the order or existing law. Thus, if in the example in paragraph (p), above, the employee works an additional or seventh consecutive day in the same workweek, he must receive double time for that day. This double time may not be offset or credited against the holiday premium pay in this example, nor against the time and one-half due for the hours worked in excess of 40 prior to the seventh day.

(r) *Pyramiding of overtime or premium rates on a particular day.* On the other hand, it is contrary to the purposes of the order to allow the pyramiding of overtime or premium rates on a particular day. Thus, double time and no more may be paid for work on the seventh consecutive day worked in the workweek even though, by virtue of the employment contract or applicable statute, the hours worked on that day may exceed 8 or are in excess of 40 for the workweek or otherwise call for overtime rates of pay. For example, an employee works all 7 days of the workweek, 8 hours each day. The hours worked on the seventh day call for time and one-half under the Fair Labor Standards Act and double time under the order. The two premium rates may not be pyramided; only double time may be paid for work on that day. The same is true even though the employee works over 8 hours on the seventh day, which excess hours may also call for time and one-half. Also, since the order limits premium pay for the designated holidays to time and one-half, it would be contrary to the order to pyramid the holiday rate and the weekly overtime rate required, for example, by the Fair Labor Standards Act, in cases where the holiday itself consists of hours in excess of 40 for the week. For example, the employee works 6 days of 8 hours each. The hours worked on the last day call for time and one-half under the Fair Labor Standards Act. The last day is also a holiday designated in the order. The order limits pay on that day to time and one-half. For the same reason, where the holiday coincides with the sixth day worked in the workweek, which day by contract may also call for time and one-half, the order prevents the pyramiding of the two overtime rates. Likewise, not more than time and one-half may be paid for work on the sixth day worked in the workweek even though the hours worked on that day may be in excess of 8 for the day or 40 for the week. Even though the hours worked on the holiday in excess of 8 require time and one-half under the Walsh-Healey Act, the order limits the amount of compensation to time and one-half and prevents the pyramiding of overtime rates or the hours worked in excess of 8.

(s) *Absences; Full days of absence.* (1) If an employee is absent for all of one or more days, such days are not to be included in computing the seventh day. The only two exceptions to this rule are a designated holiday on which no work is performed and the case where an employee reports with the reasonable expectation of work and is sent home because of a lack of work or other reason beyond his control. Such days should be counted in computing the seventh consecutive day.

(2) With respect to the inclusion of full days of absence for the purpose of determining whether a sixth day has been worked, the answer is to be found in the prevailing custom, practice, or agreement, in the plant. However, the counting of days of absence merely for the purpose of evading the prohibition in the order against premium pay for Saturday and Sunday work as such would be in contravention of the terms of the order.

(t) *Absences for parts of workdays.* (1) The order does not require that any particular number of hours be worked in a day for that day to be regarded as a day worked under the order.

(2) Where an employee is absent for part of a workday for a justifiable reason, the day must be counted as a day worked for the purpose of computing the seventh day of work in the workweek. Since one of the basic purposes of the order is to discourage absenteeism, days on which an employee does not work his full schedule but absents himself for a portion of the day without justifiable cause should not be counted in computing the seventh day. It is permissible, however, for the employer to allow the employee to make up the time lost by such voluntary absence during the subsequent days of the workweek, and be compensated at the rate of double time on the seventh day of the workweek for hours worked on that day. However, double time may be paid on the seventh day only for those hours worked after the time lost has been made up by the employee.

(3) In computing the sixth day worked in the workweek, the question as to inclusion of days on which the employee has been absent for a portion of the day may be determined by the prevailing custom, practice, or agreement in the plant, provided days are not counted merely for the purpose of evading the prohibitions against premium pay for Saturday and Sunday, as such.

(u) *Relationship of Executive Order 9240 to 9250.* Payments required or forbidden by the terms of Executive Order 9240 do not, in the opinion of the Secretary of Labor, as stated in Interpretative Bulletin No. 1, require approval of the WLB as wage increases or decreases under the terms of Executive Order 9250. In situations where changes in the wage structure or premium rates are permitted but not required by Executive Order 9240, the procedures for the approval of wage increases as stated in Subpart G of this part should be followed before such changes are initiated by the employer.

(v) *National War Labor Board approval requirements for premium pay on sixth day of workweek.* On May 31, 1943, the National War Labor Board adopted a resolution to the effect that, where, pursuant to the terms of a collective bargaining agreement, or the custom and practice in a plant, a premium rate or extra compensation was regularly paid, prior to October 1, 1942, for services performed on Saturday, as such, not more than time and one-half premium wage compensation may be paid, without the approval of the National War Labor Board, for services performed on the sixth day of work in the regularly scheduled workweek, in accordance with the provisions of Executive Order 9240.

§ 809.965 *Exceptions*—(a) *Shipbuilding stabilization agreement.* The Secretary of Labor on February 25, 1943, pursuant to Executive Order 9248, issued an order determining that the provisions of Executive Order 9240 shall not apply after March 2, 1943, to the shipbuilding and ship repair industry.

The Secretary's order is based on a finding that the Zone Standards Agreements for the Shipbuilding and Ship Repair Industry, and the Pacific Coast Repair Agreements, approved by the Government departments and agencies concerned with shipbuilding and ship repair work, are operating satisfactorily to stabilize overtime practices in the industry. The exemption is not limited, however, to companies which are parties or subject to these wage stabilization agreements, but is applicable to the entire shipbuilding and ship repair industry.

The shipbuilding and ship repair industry, for the purposes of the Secretary's order, includes generally construction, conversion, outfitting, and repair of any floating marine structures, including floating drydocks. Many preliminary processes and the manufacture of many parts and products which are eventually used in the building of a ship are, however, not included. For example, the manufacture of prefabricated parts in steel mills or sawmills is not included in the industry.

The construction, conversion, outfitting, and repair activities which are considered within the shipbuilding and ship repair industry are those which are performed in the water, in drydocks, in basins, on ways for launching, or on the premises of a shipyard or boatyard. The

exemption covers all employees of companies which are engaged in such activities, including maintenance, clerical and technical employees, and including also employees who may be assigned to work away from the shipyard such as draftsmen employed by the shipyard and temporarily stationed in the office of an independent drafting concern, working on plans for the shipyard. However, employees of "uptown shops" are not within the exemption.

(b) *Building trades stabilization agreement.* (1) Except as indicated in subparagraph (2) below, work on construction projects subject to the Wage Stabilization Agreement for the Building and Construction Trades Industry engaged in War Construction (July 1941) is exempted from the provisions of Executive Order 9240. The Agreement is entitled "Memorandum of Agreement between the Representative of Government Agencies Engaged in Defense Construction and the Building and Construction Trades Department of the American Federation of Labor." (See Order, Secretary of Labor, September 30, 1942.)

(2) On May 22, 1943, the Secretary of Labor determined that for the duration of the war, paragraph 1 (B) of Executive Order 9240, which recognizes the following six holidays only: New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and Memorial Day, and requires compensation at the rate of time and one-half for work performed on such holidays, applies to work on construction projects which is subject to the Wage Stabilization Agreement for the Building and Construction Industry, *Provided*, That the clause in the Executive order permitting the substitution of one holiday of greater local importance than Memorial Day does not apply to such work. (See Determination, Secretary of Labor, May 22, 1943.)

(c) *Holiday provisions of the order incorporated in building trades stabilization agreement.* While work covered by the building trades stabilization agreement has been exempted from the order, the holiday provisions of the order (paragraph I (B)) have been incorporated in the stabilization agreement by resolution of the Board of Review, which performs the function of administering the stabilization agreement. (Interpretative Resolution No. 2 of the Board of Review passed on November 10, 1942.)

(d) *Sugar processing industry.* The Secretary of Labor on March 24, 1943, pursuant to Executive Order 9248, issued an order determining that in the case of an employer engaged in the processing of sugar beets or sugar cane into sugar (but not refined sugar) or into syrup, the provisions of section 1A (1) of Executive Order 9240 (requiring the payment of double time compensation on the seventh consecutive day of a regularly scheduled workweek) shall not apply to his employees in any place of employment where he is so engaged.

(e) *Fish processing industry.* The Secretary of Labor on June 7, 1943, pursuant to Executive Order 9248, issued an order determining that the provisions of Executive Order 9240 shall not apply to employees engaged in the processing of fish, including the canning and reduction thereof, and operations incidental thereto, in the States of Washington, Oregon, and California, and in the Territory of Alaska.

(f) *Fruit and vegetable packing and canning industries.* The Secretary of Labor on August 25, 1943, pursuant to Executive Order 9248, issued an order determining that in the case of an employer engaged in the first processing of, or in canning or packing, perishable or seasonal fresh fruits and vegetables, the provisions of Executive Order 9240 shall not apply to his employees in any place of employment where he is so engaged.

(g) *Milk processing industry.* The Secretary of Labor on October 22, 1943, pursuant to Executive Order 9248, issued an order determining that in the case of an employer engaged in the first processing of milk, whey, skimmed milk, or cream into dairy products, the provisions of Executive Order 9240 shall not apply to his employees in any place of employment where he is so engaged.

§ 809.966 *Future interpretations.* Section V of Executive Order No. 9240, as amended, requires that all questions regarding its interpretations and application be referred to the Secretary of Labor. Such questions requiring action by the Secretary of Labor, insofar as they are posed by representatives of the War Department, will be directed, through channels, to the Director, Industrial Personnel Division, Headquarters, Army Service Forces, who will take any necessary steps to obtain such interpretations in appropriate cases. The Director, Industrial Personnel Division, will clear with the Director, Purchases Division, all such questions relating to contracting or procurement procedure. Interpretations of Executive Order 9240, made by the Secretary of Labor from time to time will be promptly forwarded to the chiefs of technical services, and will be summarized for inclusion in these regulations or in Army Service Forces Circulars. Auditors, Finance Officers, and other persons reviewing War Department vouchers and payments will present to the Director, Industrial Personnel Division, through the Office of the Fiscal Director, Headquarters, Army Service Forces, all requests for instructions as to the applications of the Executive order to fiscal matters.

(a) Requests for interpretations will be prepared in the following form and submitted in triplicate:

(1) A brief statement of the question for which interpretation is requested.

(2) A statement as to the person, official, department, or organization requesting the interpretation.

(3) Any facts or comments which are necessary for interpretation. These comments should not exceed one or two paragraphs.

SUBPART C—WAGE AND SALARY STABILIZATION

§ 809.975 *Executive order.* Executive Order No. 9250, dated 3 October 1942 (7 F. R. 7871), establishes a national wage and salary stabilization policy pursuant to the act of 2 October 1942 entitled "An Act to Amend Emergency Price Control Act of 1942, to Aid in Preventing Inflation, and for Other Purposes, as amended by the Public Debt Act of 1943 (Public Law 34—78th Congress)". Titles II, III, and VI of that Order deal with wage and salary stabilization, and, in general, provide that the administration and enforcement of the stabilization policy will be under the direction of the National War Labor Board and of the Economic Stabilization Director.

(a) Title II of Executive Order No. 9250 provides:

1. No increases in wage rates, granted as a result of voluntary agreement, collective bargaining, conciliation, arbitration, or otherwise, and no decreases in wage rates, shall be authorized unless notice of such increases or decreases shall have been filed with the National War Labor Board and unless the National War Labor Board has approved such increases or decreases.

2. The National War Labor Board shall not approve any increase in the wage rates prevailing on Sept. 15, 1942, unless such increase is necessary to correct maladjustments or inequalities, to eliminate substandards of living, to correct gross inequities, or to aid in the effective prosecution of the war.

Provided, however, that where the National War Labor Board or the Price Administrator shall have reason to believe that a proposed wage increase will require a change in the price ceiling of the commodity or service involved, such proposed increase, if approved by the National War Labor Board, shall become effective only if also approved by the Director.

3. The National War Labor Board shall not approve a decrease in the wages for any particular work below the highest wages paid therefor between Jan. 1, 1942, and Sept. 15, 1942, unless to correct gross inequities and to aid in the effective prosecution of the war.

4. The National War Labor Board shall, by general regulation, make such exemptions from the provisions of this title in the case of small total wage increases as it deems necessary for the effective administration of this order.

5. No increases in salaries now in excess of $5,000 per year (except in instances in which an individual has been assigned to more difficult or responsible work), shall be granted until otherwise determined by the Director.

6. Except as provided in regulations issued by the Director, no decreases shall be made by any employer in the salary for any particular work below the highest salary paid therefor between January 1, 1942, and September 15, 1942, if the effect of the decrease is to reduce the salary below $5000 per annum.

7. [1] [Rescinded by Act of Congress—see below.]

8. The Policy of the Federal Government, as established in Executive Order No. 9017 of January 12, 1942, to encourage free collective bargaining between employers and employees is reaffirmed and continued.

[1] Section 7 was rescinded by section 4 (b), Act of April 11, 1943, Public Law 34, 78th Congress, which reads as follows:

"(1) Section 7 of Title II and all other provisions of Executive Order 9250, 'providing for the stabilization of the national economy' issued October 3, 1942, and all provisions of Regulation No. 4001.9, promulgated by the Economic Stabilization Director on October 27, 1942, which are in conflict with this section are hereby rescinded; and (2) all orders, regulations, and other directives, and all decisions, promulgated or made by virtue of said Executive Order or regulation which are in conflict with this section are hereby rescinded."

8. Insofar as the provisions of Clause (1) of section 302 (c) of the Emergency Price Control Act of 1942 are inconsistent with this Order, they are hereby suspended.

(b) Title III of Executive Order No. 9250 provides:

1. Except as modified by this Order, the National War Labor Board shall continue to perform the powers, functions, and duties conferred upon it by Executive Order No. 9017, and the functions of said Board are hereby extended to cover all industries and all employees. The National War Labor Board shall continue to follow the procedure specified in said Executive Order.

2. The National War Labor Board shall constitute the agency of the Federal Government authorized to carry out the wage policies stated in this Order, or the directives on policy issued by the Director under this Order. The National War Labor Board is further authorized to issue such rules and regulations as may be necessary for the speedy determination of the propriety of any wage increases or decreases in accordance with this Order, and to avail itself of the services and facilities of such state and Federal departments and agencies as, in the discretion of the National War Labor Board may be of assistance to the Board.

3. No provision with respect to wages contained in any labor agreement between employers and employes (including the shipbuilding stabilization agreements as amended on May 16, 1942, and the wage stabilization agreement of the building construction industry arrived at May 22, 1942) which is inconsistent with the policy herein enunciated or hereafter formulated by the Director shall be enforced except with the approval of the National War Labor Board within the provisions of this order. The National War Labor Board shall permit the shipbuilding stabilization committee and the wage adjustment board for the building construction industry, both of which are provided for in the foregoing agreements, to continue to perform their functions therein set forth, except in so far as any of them is inconsistent with the terms of this order.

4. In order to effectuate the purposes and provisions of this order and the act of October 2, 1942, any wage or salary payment made in contravention thereof shall be disregarded by the executive departments and other governmental agencies in determining the costs or expenses of any employer for the purpose of any law or regulation, including the Emergency Price Control Act of 1942 or any maximum price regulation thereof, or for the purpose of calculating deductions under the revenue laws of the United States or for the purpose of determining costs or expenses under any contract made by or on behalf of the government of the United States.

(c) Title IV, paragraph 1 provides:

1. The prices of agricultural commodities and of commodities manufactured or processed in whole or in substantial part from any agricultural commodity shall be stabilized, so far as practicable, on the basis of levels which existed on September 15, 1942, and in compliance with the act of October 2, 1942

(d) Title VI, paragraphs 1, 2 and 4 provide as follows:

1. Nothing in this Order shall be construed as affecting the present operation of the Fair Labor Standards Act, the National Labor Relations Act, the Walsh-Healey Act, the Davis-Bacon Act, or the adjustment procedure of the Railway Labor Act.

2. Salaries and wages under this Order shall include all forms of direct or indirect remuneration to an employee or officer for work or personal services performed for an employer or corporation, including but not limited to, bonuses, additional compensation, gifts, commissions, fees, and any other remuneration in any form or medium whatsoever, (excluding insurance and pension benefits in a reasonable amount as determined by the Director); but for the purpose of determining wages or salaries for any period prior to September 16, 1942, such additional compensation shall be taken into account only in cases where it has been customarily paid by employers to their employees. "Salaries" as used in this Order means remuneration for personal services regularly paid on a weekly, monthly or annual basis.

* * * * *

4. The Director shall be the agency to receive notice of any increase in the rates or charges of common carriers or other public utilities as provided in the aforesaid Act of October 2, 1942.

§ 809.976 *Regulations of Economic Stabilization Director approved by the President.* On 31 August 1943 (8 F.R. 11960), the Economic Stabilization Director issued amended regulations (Part 4001) pursuant to authority vested in, and with the approval of, the President, relative to wages and salaries, in order to conform the regulations promulgated by him with the approval of the President, dated 27 October 1943, to the provisions of the Public Debt Act of 1943. The amended regulations, effective as of October 2, 1942, are set forth in the succeeding sections which are designated 809.976a to 809.976p, inclusive.

§ 809.976a *Definitions.*

§ 4001.1 *Definitions.* When used in these regulations, unless otherwise distinctly expressed or manifestly incompatible with the intent thereof:

(a) The term "act" means the act of October 2, 1942, entitled "An Act to amend the Emergency Price Control Act of 1942, to aid in preventing inflation, and for other purposes".

(b) The term "Board" means the National War Labor Board created by Executive Order No. 9017, dated January 12, 1942.

(c) The term "Commissioner" means the Commissioner of Internal Revenue.

(d) The term "Code" means the Internal Revenue Code, as amended and supplemented.

(e) The term "salary" or "salary payments" means all forms of direct or indirect compensation which is computed on a weekly, monthly, annual or other comparable basis, except a wage basis, for personal services of an employee irrespective of when rendered, including bonuses, additional compensation, gifts, loans, commissions, fees, and any other remuneration in any form or medium whatsoever (excluding insurance and pension benefits in a reasonable amount).

(f) The term "salary rate" means the rate or other basis at which the salary for any particular work or service is computed either under the terms of a contract or agreement or in conformity with an established custom or usage.

(g) The term "wages" or "wage payments" means all forms of direct or indirect compensation which is computed on an hourly or daily basis, a piece-work basis, or other comparable basis, for personal services of an employee irrespective of when rendered, including bonuses, additional compensation, gifts, commissions, loans, fees, and any other remuneration in any form or medium whatsoever (but excluding insurance and pension benefits in a reasonable amount).

(h) The term "insurance and pension benefits in a reasonable amount" means:

(1) Contributions by an employer to an employees' retirement plan which meets the requirements of section 165 (a) of the Code but does not include contributions of an employer to a stock bonus or profit-sharing plan providing benefits distributable other than on the death, retirement, sickness or disability of the employee.

(2) Amounts, not to exceed 5 per cent of the employee's annual salary or wages determined without the inclusion of insurance and pension benefits and without the inclusion of bonuses or other additional compensation, paid by an employer on account of premiums on insurance on the life of the employee, and amounts, regardless of the amount of salary otherwise received annually by the employee, paid by the employer on account of premiums for participation in group life insurance without cash surrender value covering the lives of his employees or in group hospitalization policies or group health and accident insurance policies, the beneficiaries of which are employees. The type of insurance on the life of the employee referred to in this section is the ordinary or whole life policy which does not provide for a cash surrender or loan value, or both, amounting to a large percentage of the premiums paid.

(i) The terms "approval by the Board" and "determination by the Board" shall, except as may be otherwise provided in the regulations or orders of the Board, include an approval or determination by an agent of the Board duly authorized to perform such act; and such approval or determination, if subsequently modified or reversed by the Board, shall nevertheless for the purpose of these regulations, be deemed to have been continuously in effect from its original date until the first day of the payroll period immediately following the reversal or modification or until such later date as the Board may direct.

(j) The terms "approval by the Commissioner" and "determination by the Commissioner" shall, except as may be otherwise provided in regulations prescribed by the Commissioner, include an approval or determination by an agent of the Commissioner duly authorized to perform such act; and such approval or determination, if subsequently modified or reversed by the Commissioner, shall nevertheless for the purpose of these regulations, be deemed to have been continuously in effect from its original date until the first day of the payroll period immediately following reversal or modification or until such later date as the Commissioner may direct.

(k) The terms "approval by the War Food Administrator" and "determination by the War Food Administrator" shall, except as may be provided in regulations prescribed by the Administrator, include an approval or determination by an agent or agents of the Administrator duly authorized to perform such act.

(l) The term "agricultural labor" shall means persons who are employed in farming in any of its branches, including among other things the cultivation and tillage of the soil, dairying, the production, cultivation, growing and harvesting of agricultural or horticultural commodities, and the raising of livestock, bees or poultry: *Provided, however,* That the term "agricultural labor" shall not include any person whose salary payments, exclusive of bonuses and additional compensation and without regard to the contemplated adjustment, are at a rate, computed on an annual basis, which exceeds $5,000 per annum.

The War Food Administrator, by regulation, may issue such interpretations of the definition in this paragraph as he finds necessary.

(m) The term "in contravention of the act" means in contravention of the act, these

regulations, Executive Order 9250, Executive Order 9328, or any other orders, rulings or regulations promulgated under the act.

(a) *Text of section 165 (a) of the Internal Revenue Code.*

(a) *Exemption from tax.* A trust forming part of a stock bonus, pension, or profit-sharing plan of an employer for the exclusive benefit of his employees or their beneficiaries shall not be taxable under this supplement and no other provision of this supplement shall apply with respect to such trust or to its beneficiary—

(1) if contributions are made to the trust by such employer, or employees, or both, for the purpose of distributing to such employees or their beneficiaries the corpus and income of the fund accumulated by the trust in accordance with such plan;

(2) if under the trust instrument it is impossible, at any time prior to the satisfaction of all liabilities with respect to employees and their beneficiaries under the trust, for any part of the corpus or income to be (within the taxable year or thereafter) used for, or diverted to, purposes other than for the exclusive benefit of his employees or their beneficiaries;

(3) if the trust, or two or more trusts, or the trust or trusts and annuity plan or plans are designated by the employer as constituting parts of a plan intended to qualify under this subsection which benefits either—

(A) 70 per centum or more of all the employees, or 80 per centum or more of all the employees who are eligible to benefit under the plan if 70 per centum or more of all the employees are eligible to benefit under the plan, excluding in each case employees who have been employed not more than a minimum period prescribed by the plan, not exceeding five years, employees whose customary employment is for not more than twenty hours in any one week, and employees whose customary employment is for not more than five months in any calendar year, or

(B) such employees as qualify under a classification set up by the employer and found by the Commissioner not to be discriminatory in favor of employees who are officers, shareholders, persons whose principal duties consist of supervising the work of other employees, or highly compensated employees;
and

(4) If the contributions or benefits provided under the plan do not discriminate in favor of employees who are officers, shareholders, persons whose principal duties consist in supervising the work of other employees, or highly compensated employees.

(5) A classification shall not be considered discriminatory within the meaning of paragraphs (3) (B) or (4) of this subsection merely because it excludes employees the whole of whose remuneration constitutes "wages" under section 1426 (a) (1) (relating to the Federal Insurance Contributions Act) or merely because it is limited to salaried or clerical employees. Neither shall a plan be considered discriminatory within the meaning of such provisions merely because the contributions or benefits of or on behalf of the employees under the plan bear a uniform relationship to the total compensation, or the basic or regular rate of compensation, of such employees, or merely because the contributions or benefits based on that part of an employee's remuneration which is excluded from "wages" by section 1426 (a) (1) differ from the contributions or benefits based on employee's remuneration not so excluded, or differ because of any retirement benefits created under State or Federal law.

(6) A plan shall be considered as meeting the requirements of paragraph (3) of this subsection during the whole of any taxable year of the plan if on one day in each quarter it satisfied such requirements.

(b) *Extract from section 23 of the Internal Revenue Code.*

Deductions from gross income. In computing net income there shall be allowed as deductions:

(a) *Expenses*—(1) *In general.* All the ordinary and necessary expenses paid or incurred during the taxable year in carrying on any trade or business, including a reasonable allowance for salaries or other compensation for personal services actually rendered; * * * * * * *

(o) *Charitable and other contributions.* In the case of an individual, contributions or gifts payment of which is made within the taxable year to or for the use of:

(1) The United States, any State, Territory, or any political subdivision thereof or the District of Columbia, or any possession of the United States, for exclusively public purposes;

(2) A corporation, trust, or community chest, fund, or foundation, created or organized in the United States or in any possession thereof or under the law of the United States or of any State or Territory or of any possession of the United States, organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes or for the prevention of cruelty to children or animals, no part of the net earnings of which inures to the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting, to influence legislation;

(3) The special fund for vocational rehabilitation authorized by section 12 of the World War Veterans' Act, 1924, 43 Stat. 611 (U. S. C., Title 38, Sec. 440):

(4) Posts or organizations of war veterans, or auxiliary units or societies of any such posts or organizations, if such posts, organizations, units, or societies are organized in the United States or any of its possessions, and if no part of their net earnings inures to the benefit of any private shareholder or individual; or

(5) A domestic fraternal society, order, or association, operating under the lodge system, but only if such contributions or gifts are to be used exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals;
to an amount which in all the above cases combined does not exced 15 per centum of the taxpayer's net income as computed without the benefit of this subsection. Such contributions or gifts shall be allowable as deductions only if verified under rules and regulations prescribed by the Commissioner, with the approval of the Secretary.

(c) *Section 5 (b) of act to amend the Emergency Price Control Act of 1942, to aid in preventing inflation and for other purposes.* Section 5 (b) of Public Law 729 (77th Cong. 2d Session) provides as follows:

Nothing in this Act shall be construed to prevent the reduction by any private employer of the salary of any of his employees which is at the rate of $5,000 or more per annum.

§ 809.976b *Authority of National War Labor Board.*

§ 4001.2 *Authority of National War Labor Board.* The Board shall, subject to the provisions of sections 1, 2, 3, 4, and 8 of Title II of Executive Order No. 9250, of October 3, 1942, and except as otherwise provided in Executive Order No. 9299, of February 4, 1943, prescribing regulations and procedure with respect to wage and salary adjustments for employees subject to the Railway Labor Act, have authority to determine whether any:

(a) Wage payments, or

(b) Salary payments to an employee where the rate at which the salary, exclusive of bonuses and additional compensation and without regard to the contemplated adjustment, computed on an annual basis, is not in excess of $5,000 per annum, and where such employee:

(1) In his relations with his employer is represented by a duly recognized or certified labor organization, or

(2) Is not employed in a bona fide executive, administrative or professional capacity

are made in contravention of the act, or any rulings, orders or regulations promulgated thereunder. Any such determination by the Board, made under rulings and orders issued by it, that a payment is in contravention of the act, or any rulings, orders, or regulations promulgated thereunder, shall be conclusive upon all Executive Departments and agencies of the Government in determining the costs or expenses of any employer for the purpose of any law or regulation, either heretofore or hereafter enacted or promulgated, including the Emergency Price Control Act of 1942 or any maximum price regulation thereof, or for the purpose of calculating deductions under the revenue laws of the United States, or for the purpose of determining costs or expenses under any contract made by or on behalf of the United States. Any determination of the Board made pursuant to the authority conferred on it shall be final and shall not be subject to review by The Tax Court of the United States or by any court in any civil proceedings.

§ 809.976c *Rules, orders and regulations of Board.*

§ 4001.3 *Rules, orders and regulations of Board.* The Board may make such rulings and issue such orders or regulations as it deems necessary to enforce and otherwise carry out the provisions of these regulations.

§ 809.976d *Authority of the Commissioner of Internal Revenue.*

§ 4001.4 *Authority of Commissioner of Internal Revenue.* The Commissioner, except as otherwise provided in Executive Order 9299, of February 4, 1943, prescribing regulations and procedure with respect to wage and salary adjustments for employees subject to the Railway Labor Act, shall have authority to determine, under regulations to be prescribed by him with the approval of the Secretary of the Treasury, whether any salary payments other than those specified in paragraph (b) of § 4001.2 (§ 809.976b of this part) and § 4001.6 (§ 809.976e (a) of this part) of these regulations are made in contravention of the act, or any regulations or rulings promulgated thereunder. Any such determination by the Commissioner, made under such regulations, that a payment is in contravention of the act, or any rulings or regulations promulgated thereunder, shall be conclusive upon all Executive Departments and agencies of the Government in determining the costs or expenses of any employer for the purpose of any law or regulations, either heretofore or hereafter enacted or promulgated, including the Emergency Price Control Act of 1942 or any maximum price regulation thereof, or for the purpose of calculating deductions under the revenue laws of the United States, or for the purpose of determining costs or expenses under any contract made by or on behalf of the United States. Any determination of the Commissioner made pursuant to the authority conferred on him shall be final and shall not be subject to review by The Tax Court of the United States or by any court in any civil proceedings. No increase in a salary rate approved by the Commissioner shall increase the level of production costs appreciably or furnish the basis either to increase prices or to resist otherwise justifiable reductions in prices or furnish the basis of further wage or salary increases.

§ 809.976e *Rules and regulations of Commissioner.*

§ 4001.5 *Rules and regulations of Commissioner.* The Commissioner may prescribe such regulations with the approval of the Secretary of the Treasury, and make such rulings as he deems necessary, to enforce and otherwise carry out the provisions of these regulations.

(a) *Provisions with respect to wages and salaries of agricultural labor.* On August 31, 1943, the Director of Economic Stabilization issued amended regulations bearing section numbers 4001.6, 4001.7, 4001.8, and 4001.9, with the approval of the President, conferring upon the War Food Administrator the authority to determine whether any salary or wage payments to agricultural labor receiving not in excess of $2,400 per annum are made in contravention of the Stabilization Act of October 2, 1942. The text of these sections is omitted.

§ 809.976f *Salary increases.*

§ 4001.10 *Salary increases.* In the case of a salary rate of $5,000 or less per annum existing on October 27, 1942, or established thereafter, and in the case of a salary rate of more than $5,000 per annum existing on October 3, 1942, or established thereafter, no increase shall be made by the employer except as provided in regulations, rulings, or orders promulgated under the authority of these regulations. Except as herein provided, any increase made after such respective dates shall be considered in contravention of the Act and the regulations, rulings, or orders promulgated thereunder from the date of the payment if such increase is made prior to the approval of the Board or the Commissioner, as the case may be.

In the case, however, of a reasonable increase in the rate at which the salary (exclusive of bonuses and additional compensation) is computed, made both in accordance with the terms of a salary plan or a salary rate schedule and as a result of:

(a) Individual promotions or reclassifications,

(b) Individual merit increases within established salary rate range,

(c) Operation of an established plan of salary increases based on length of service within established rate ranges,

(d) Increased productivity under incentive plans,

(e) Operation of a trainee system, or

(f) Such other reasons or circumstances as may be prescribed in orders, rulings, or regulations, promulgated under the authority of these regulations, no prior approval of the Board or the Commissioner is required. No such adjustment shall increase the level of production costs appreciably or furnish the basis either to increase prices or to resist otherwise justifiable reductions in prices or furnish the basis of further wage or salary adjustments.

(a) *Statement of Commissioner of Internal Revenue on payment of overtime compensation to salaried employees.* The Commissioner of Internal Revenue under date of 1 July 1943 issued a statement for the guidance of employers who find it necessary to pay their salaried employees additional compensation to maintain productive efficiency on account of the extension of the normal week. This statement reads in part as follows:

The Commissioner's jurisdiction extends only to salaried employees receiving more than $5,000 a year, and to executive, administrative and professional employees receiving less than $5,000 a year who are not represented by a recognized labor organization. In order to come within the Commissioner's jurisdiction, an executive employee must receive more than $30 a week, and an administrative or professional employee must receive more than $200 a month.

Due to the extension of the workweek, employers are required under the provisions of the Fair Labor Standards Act to pay their nonexempt wage earners and others of their salaried personnel coming within the jurisdiction of the Fair Labor Standards Act additional compensation at time and a half for all hours worked in excess of 40 in any one calendar week. Employers are not legally required to compensate the supervisory personnel on the same basis as the wage earners. However, it is customary for employers to maintain reasonable pay differentials between the wage earners and their supervisors and between the several levels of supervision. Payment for overtime to the wage earners without any additional compensation to the salaried personnel in many cases results in the wage earners receiving more total compensation for a given period than their immediate supervisors and in some cases more than the second and third levels of supervision.

In order to clarify the position which will be taken in this matter, the Commissioner has issued instructions to the regional offices of the Salary Stabilization Unit as to the methods under which payments of additional compensation to salaried personnel may be determined. Under these instructions, the maximum amounts which will be allowed are such amounts as are necessary to keep the minimum differentials between the interrelated job classifications required for the maintenance of productive efficiency. The Commissioner stated that no set rule may be established for determining such amounts, because of the variations of differentials between wage and salary levels within plants and industries. However, the amounts allowed will be proportionately less in the higher levels. Approval is required in all cases except where the employer had a regularly established overtime payment plan in effect on October 3, 1942, and neither the plan, the rates, nor the hours have been changed. The maximum limitations within which payments may be made will be determined on the following basis:

Additional compensation may be paid at the same overtime rates to all employees in a particular plant for the actual scheduled hours worked in excess of the regular 40-hour workweek as is paid to the highest hourly paid employee, whose rate is subject to the Fair Labor Standards Act, if their compensation for the 40-hour workweek is equal to or less than that of such highest hourly paid employee.

In the application of this principle, the highest participating pay level in direct line of supervision and the minimum additional compensation necessary for the level shall be determined to the satisfaction of the Commissioner. The amount allowable to the higest rated hourly employee will then be progressively reduced for the several intervening pay levels in such manner that each succeeding higher level receives a proportionately lesser amount, until the minimum amount allowable for the highest participating pay level as previously determined is reached.

This plan may be followed with respect to all salaried positions between the highest hourly rated employee receiving compensations at overtime rates and the highest salaried position for which overtime compensation is required.

The level of supervision at which the minimum additional compensation is to be allowed will depend upon the circumstances prevailing in each particular case. Therefore, in order to expedite consideration of their problem, employers, in submitting applications for approval to make overtime adjustments, should include complete information, covering particularly the following: The hours of the extended work week; the hours of the previous work week; the rates of pay of the wage and salaried employees under the jurisdiction of the National War Labor Board; the amounts and rates of overtime presently being paid to those groups as well as to the groups under the jurisdiction of the Commissioner; the number of employees for whom payments are proposed, together with their rates of pay; a description of the several types or levels of supervision; a sufficiently clear description of the job classifications and positions of those required to work the same or more hours than the wage earners under the extended work week and for whom overtime compensation is required; the top level of supervision at which the minimum additional compensation is required; the amount of additional compensation deemed necessary in the top level of supervision so determined; and the basis upon which both the top level of supervision and the amount of additional compensation to be paid that level have been determined.

§ 809.976g *Decreases in salaries of less than $5,000.*

§ 4001.13 *Decreases in salaries of less than $5,000.* In the case of a salary rate existing as of the close of October 3, 1942, under which an employee is paid a salary of less than $5,000 per annum for any particular work, no decrease shall be made by the employer below the highest salary rate paid for such work between January 1, 1942, and September 15, 1942, unless to correct gross inequities or to aid in the effective prosecution of the war. Any decrease in such salary rate after October 3, 1942, shall be considered in contravention of the Act and the regulations, rulings, or orders promulgated thereunder if such decrease is made prior to the approval of the Board or the Commissioner, as the case may be. The words "for any particular work" in the first sentence of this section refer to the particular work of the particular employee and not merely to a particular type of work. For example, the Act does not invalidate or prohibit a wage stabilization order establishing maximum wages for any particular type of work, so long as exception is made allowing the payment of wages higher than such maximum wages to any particular employee for the particular type of work where such higher wages were being paid to such employee for such work at the time the order was issued.

§ 809.976h *Decreases in salaries of over $5,000.*

§ 4001.14 *Decreases in salaries of over $5,000.* In the case of a salary rate existing as of the close of October 3, 1942, under which an employee is paid a salary of $5,000 or more per annum, no decrease in such rate made by the employer shall be considered in contravention of the Act and the regulations promulgated thereunder (see section 5 (b) of the act set forth in § 809.976a (c): *Provided, however,* That if by virtue of such decrease the new salary paid to the employee is less than $5,000 per annum, then the validity of such decrease below $5,000 shall be determined under the provisions of § 4001.13 (§ 809.976g) of these regulations.

§ 809.976i *Limitation on wage and salary increases.*

§ 4001.11 *Limitation on wage and salary increases.* (a) No further increase in wages or salaries shall after April 8, 1943, be authorized by the Board or the Commissioner,

as the case may be, except in the following cases:

(1) Such increases as are clearly necessary to correct substandards of living.

(2) Such wage or salary readjustments as may be deemed appropriate and may not have heretofore been made to compensate, in accordance with the Little Steel formula as heretofore defined by the Board, for the rise in the cost of living between January 1, 1941, and May 1, 1942.

(3) Salary and wage adjustments necessary to adjust salaries or wages up to the minimum of the tested and going rates paid for the same work in the same or most nearly comparable plants or establishments in the same labor market, except in rare and unusual cases in which the critical needs of war production require the setting of a wage or salary at some point above the minimum of the going wage or salary bracket.

(4) Reasonable adjustments in wages or salaries in case of promotions, reclassifications, merit increases, incentive wages or the like, provided that such adjustments do not increase the level of production costs appreciably or furnish the basis either to increase prices or to resist otherwise justifiable reductions in prices.

(b) In connection with the approval of wage or salary adjustments necessary to eliminate substandards of living or to give effect to the Little Steel formula or in connection with the adoption of a longer workweek, nothing herein contained shall be construed to prevent the approval of a wage or salary adjustment for workers in immediately interrelated job classifications to the extent required to keep minimum differentials between immediately interrelated job classifications necessary for the maintenance of productive efficiency. Such adjustments are to be tapered off rigorously in application to higher job classifications so as to apply only in those classifications and only to the extent necessary for productive efficiency in the interrelated job classifications.

(a) *Increases subject to approval of Economic Stabilization Director.*

§ 4001.12 *Increases subject to approval of Economic Stabilization Director.* All wage adjustments made by the Board which may furnish the basis either to increase price ceilings or to resist otherwise justifiable reductions in price ceilings or if no price ceilings are involved which may increase the production costs above the level prevailing in comparable plants or establishments, shall become effective only if also approved by the Economic Stabilization Director.

§ 809.976j *Effect of unlawful payments.*

§ 4001.15 *Effect of unlawful payments.* (a) If any wage or salary payment is made in contravention of the act or the regulations, rulings or orders promulgated thereunder, as determined by the Board, the Commissioner, or the War Food Administrator, as the case may be, the entire amount of such payment shall be disregarded by the Executive Department and all other agencies of the Government in determining the costs or expenses of any employer for the purpose of any law or regulation, including the Emergency Price Control Act of 1942, or any maximum price regulation thereof, or for the purpose of calculating deductions under the revenue laws of the United States, or for the purpose of determining costs or expenses of any contract made by or on behalf of the United States. The term "law or regulations" as used herein includes any law or regulation hereafter enacted or promulgated. In the case of wages or salaries decreased in contravention of the act or regulations, rulings or orders promulgated thereunder, the amount to be disregarded is the amount of the wage or salary paid or accrued. In the case of wages or salaries increased in contravention of the act or regulations, rulings or orders promulgated thereunder, the amount to be disregarded is the amount of the wage or salary paid or accrued and not merely an amount representing an increase in such wage or salary.

(b) Payments made or received in violation of any regulations, rulings or orders promulgated under the authority of the act are subject to the penal provisions of the act.

§ 809.976k *Exempt employers.*

§ 4001.16 *Exempt employers.* The provisions of §§ 4001.10 (§ 809.976f), 4001.11 (§ 809.976i), 4001.13 (§ 809.976g), and 4001.14 (§ 809.976h) shall apply only in the case of an employer who employs more than eight individuals.

§ 809.976l *Salary allowances under Internal Revenue Code.*

§ 4001.17 *Salary allowances under Internal Revenue Code.* No provisions of these regulations shall preclude the Commissioner from disallowing as a deduction in computing Federal income tax any compensation paid by an employer (regardless of the number of employees and of the amount paid to any employee) in excess of a "reasonable allowance" in accordance with the provisions of section 23 (a) of the Code (for text of this section of the Code see § 809.976a (b)).

§ 809.976m *Statutory salaries and wages.*

§ 4001.18 *Statutory salaries and wages.* These regulations shall be applicable to any salary or wages paid by the United States, any State, Territory or possession, or political subdivision thereof, the District of Columbia, or any agency or instrumentality of any one or more of the foregoing, except where the amount of such salary or wages is fixed by statute.

(a) *Joint Statement of November 12, 1942, of the National War Labor Board and the Commissioner of Internal Revenue.*

Procedure for wage and salary adjustments by State Governments and subdivisions and agencies thereof. Adjustments in salaries or wages of State, county or municipal employees which require the approval of the Board or of the Commissioner will be deemed approved upon certification by the State or local agency authorizing the adjustment that such adjustment is necessary to correct maladjustments, or to correct inequalities or gross inequities as contemplated by Executive Order No. 9250. Such a certificate, briefly describing the nature and amount of the adjustment, and setting forth the necessary facts, will be accepted by the Board or Commissioner, as the case might be, as satisfactory evidence of the facts and of the propriety of the adjustment, subject to the right of the Board or the Commissioner to reopen the matter and to request further information pertaining to the propriety of the adjustment. Modification by the Board or by the Commissioner of action taken by a governmental official or agency acting pursuant hereto will not be retroactive. The certificate prescribed herein, together with four copies thereof, should be filed promptly with the committee established by joint action of the National War Labor Board and the Commissioner of Internal Revenue, namely, the Joint Committee on Salaries and Wages, Room 5406, Department of Labor Building, Washington, D. C., which will forward the same to the Board or the Commissioner, as the case may require.

The certification procedure will not apply to any adjustment which would raise salaries or wages beyond the prevailing level of compensation for similar services in the area or community. In exceptional cases where such an adjustment is sought, and in all cases where the agency seeks an adjustment other than by the certification procedure, application for approval should be filed with the appropriate Regional Office of the National War Labor Board or of the Commissioner of Internal Revenue as the case may be.

(b) On December 26, 1942, the National War Labor Board and Commissioner of Internal Revenue issued a joint statement which effected changes of the procedure provided for in the joint statement of the Board and Commissioner of November 12, 1942, (paragraph (a)). The joint statement of December 26, 1942, took the form of General Order No. 12–A. On May 25, 1943, General Order No. 12–A was revoked, and in its stead there was adopted, as General Order No. 12–B, the Joint Statement of the National War Labor Board and the Commissioner of Internal Revenue, dated May 25, 1943, and set forth in § 809.980l).

§ 809.976n *Territories and possessions.*

§ 4001.19 *Territories and possessions.* The Board, the Commissioner, and War Food Administrator shall have the authority to exempt from the operation of these regulations any wages or salaries paid in any Territory or possession of the United States where deemed necessary for the effective administration of the act and these regulations.

§ 809.976o *Regulations of Economic Stabilization Director.*

§ 4001.21 *Regulations of Economic Stabilization Director.* The Director shall have authority to issue such regulations as he deems necessary to amend, modify or rescind these regulations.

§ 809.976p *Applicability.*

§ 4001.20 *Applicability.* These amended regulations supersede as of their effective date (October 2, 1943) the regulations promulgated by the Director of Economic Stabilization, with the approval of the President, dated October 27, 1942, as amended, and are applicable to all salary adjustments within the authority of the Commissioner, the Board, or the War Food Administrator, as the case may be, which are made after that date.

§ 809.977 *Regulations of Commissioner of Internal Revenue.* From time to time the Commissioner of Internal Revenue issues regulations, with the approval of the Secretary of the Treasury, establishing procedures and rules for the administration and interpretations of such portions of Executive Order No. 9250 and of the regulations of the Economic Stabilization Director approved by the President on October 27, 1942 (§ 809.976 et seq., above) as are administered by the Commissioner of Internal Revenue. These regulations are set forth in the succeeding sections which are designated 809.977 followed by a letter, or letters, of the alphabet.

§ 809.977a *Salary Stabilization Unit.*

§ 1001.1 *Salary Stabilization Unit.* There is established a Salary Stabilization Unit, which shall be under the supervision of a deputy commissioner of internal revenue, appointed in accordance with law, and which shall be independent of all other units of the Bureau of Internal Revenue.

§ 809.977b *Authority of Unit.*

§ 1001.2 *Authority of Unit.* The Commissioner of Internal Revenue may confer upon the deputy commissioner in charge of the Salary Stabilization Unit such powers and duties as he shall deem necessary for the effective administration of the provisions of this Treasury decision.

§ 809.977c *Regional offices.*

§ 1001.3 *Regional offices.* The Commissioner of Internal Revenue may establish such regional offices as he shall deem necessary for the effective administration of the provisions of this Treasury Decision.

(a) The Commissioner of Internal Revenue has established the following Salary Stabilization Regional Offices:

Detroit: 14th Floor, Penobscot Building, Detroit, Michigan. Jurisdiction: Michigan.

Los Angeles: Suite 770, Subway Terminal Building, Los Angeles, California. Jurisdiction: Sixth Collection District of California, and Arizona.

New York: 253 Broadway, Fourth Floor, New York, New York. Jurisdiction: New York and the Fifth Collection District of New Jersey.

Philadelphia: Suite 1313, Market Street, National Bank Building, Philadelphia, Pennsylvania. Jurisdiction: Pennsylvania and New Jersey with the exception of the Fifth Collection District of New Jersey.

San Francisco: Room 918—100 McAllister Street Building, San Francisco, California. Jurisdiction: First Collection District of California, Nevada, Utah and Hawaii.

Chicago: Fourth Floor, 208 South La Salle Street, Chicago, Illinois. Jurisdiction: Illinois, Wisconsin, Minnesota, North Dakota, South Dakota, Indiana.

Boston: Rooms 301–4, 1 State Street, Boston, Massachusetts. Jurisdiction: Maine, New Hampshire, Vermont, Massachusetts, Connecticut, and Rhode Island.

Cleveland: Williamson Building, 215 Euclid Avenue, Cleveland, Ohio. Jurisdiction: Ohio and Kentucky.

Atlanta: Rooms 717–720, William Oliver Building, Atlanta, Georgia. Jurisdiction: South Carolina, Georgia, Florida, Alabama and Tennessee.

Seattle: Room 312, Smith Tower Annex, Seattle, Washington. Jurisdiction: Washington, Oregon, Idaho, Montana, Wyoming and Alaska.

Kansas City: R. A. Long Building, Kansas City, Missouri. Jurisdiction: Kansas, Missouri, Iowa, Nebraska and Colorado.

Dallas: Tower Petroleum Building, Dallas, Texas. Jurisdiction: Mississippi, Louisiana, Texas, New Mexico, Arkansas, and Oklahoma.

Washington, D. C.: Room 2529, Internal Revenue Building, Washington, D. C. Jurisdiction: Maryland, Delaware, Virginia, West Virginia, North Carolina, District of Columbia, and Puerto Rico.

§ 809.977d *General terms.*

§ 1002.1 *General terms.* When used in these regulations, unless otherwise distinctly expressed or manifestly incompatible with the intent thereof,

(a) The term "act" means the act of October 2, 1942 (Public, No. 729, 77th Congress) entitled "An Act to Amend the Emergency Price Control Act of 1942, to aid in preventing inflation, and for other purposes," as amended by the Public Debt Act of 1943 (Public, No. 34, 78th Congress) entitled "An Act to Increase the Debt Limit of the United States and for other purposes."

(b) The term "Board" means the National War Labor Board created by Executive Order No. 9017, dated January 12, 1942 (7 F.R. 237).

(c) The term "Commissioner" means the Commissioner of Internal Revenue.

(d) The term "Code" means the Internal Revenue Code, as amended and supplemented.

(e) The term "person" has the same meaning as when used in the Code.

(f) The term "General Regulations" means amended regulations (relating to wages and salaries) promulgated by the Economic Stabilization Director on August 28, 1943 (8 F.R. 11960), and as amended or supplemented by subsequent regulations relating to wages and salaries promulgated by the Economic Stabilization Director.

(g) The term "in contravention of the Act" means in contravention of the act of October 2, 1942 (referred to in paragraph (a) above. Executive Order No. 9250 of October 3, 1942 (7 F.R. 7871), Executive Order 9299 of February 4, 1943 (8 F.R. 1669), Executive Order 9328 of April 8, 1943 (8 F.R. 4681), the General Regulations, these regulations and other orders, rulings, and regulations promulgated under such act.

§ 809.977e *Employee and employer.*

§ 1002.2 *Employee and employer.* An employee, for the purposes of these regulations, is an individual who performs services for compensation where the relationship between him and the person for whom he performs the services is the legal relationship of employee and employer. An employer is any person for whom an individual performs any services, of whatever nature, as the employee of such person. The term "employer" is not limited to private persons engaged in trade or business, but includes organizations which, under section 101 of the Code, are exempt from income taxation, and also government departments and agencies. The existence of the legal relationship of employer and employee is to be ascertained in the light of the general purposes of the Act and the General Regulations.

Generally, the legal relationship of employer and employee exists when the person for whom services are performed has the right to control and direct the individual who performs the services, not only as to the result to be accomplished by the work done, but also as to the details and means by which that result is accomplished. An employee is generally subject to the will and control of the employer not only as to what shall be done but how it shall be done. In this connection it is unnecessary that the employer actually direct or control the precise manner in which the services are performed; it is sufficient that he has the right to do so. The right to discharge is also an important factor indicating that the person possessing that right is an employer.

Other factors characteristic of an employer, but not necessarily present in every case, are the furnishing of tools and the furnishing of a place to work to the individual who performs the services. In general, if an individual is subject to the control or direction of another merely as to the result to be accomplished by the work and not as to the means and methods for accomplishing the result, he is an independent contractor. An individual performing services as an independent contractor is not an employee as to such services. Physicians, lawyers, architects, contractors and others who follow an independent trade, business or profession in which they offer their services to the public are generally independent contractors and not employees. Whether the relationship of employer-employee exists will be determined upon an examination of the particular facts of each case.

If the relationship of employer and employee exists the designation or description of the relationship by the parties as anything other than that of employer and employee is immaterial. If such relationship exists, it is of no consequence that the employee is designated as a partner, co-adventurer, agent or independent contractor. The measurement, method, or designation of compensation is immaterial if the relationship of employer and employee thus in fact exists.

An officer of a corporation is an employee of the corporation but a director as such is not. A director may be an employee of the corporation, however, if he performs services for the corporation other than those required by attendance at and participation in meetings of the board of directors.

§ 809.977f *Executive employees.*

§ 1002.3 *Executive employees.* An individual "employed in a bona fide executive capacity" means any employee:

(a) Whose primary duty consists of the management of the establishment in which he is employed or of a customarily recognized department or subdivision thereof, and

(b) Who customarily and regularly directs the work of other employees, and

(c) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any change of status of other employees will be given particular weight, and

(d) Who customarily and regularly exercises discretionary powers, and

(e) Who is compensated for his services on a salary basis at not less than $30 per week (exclusive of board, lodging, or other facilities), and

(f) Whose hours of work of the same nature as that performed by employees not employed in an executive, administrative or professional capacity do not exceed 20 percent of the total number of hours worked in the workweek by the employees under his direction; provided that this paragraph (f) shall not apply in the case of an employee who is in sole charge of an independent establishment or a physically separated branch establishment.

§ 809.977g *Administrative employees.*

§ 1002.4 *Administrative employees.* An individual "employed in a bona fide administrative capacity" means any employee:

(a) Who is compensated for his services on a salary or fee basis at a rate of not less than $200 per month (exclusive of board, lodging, or other facilities), and

(b) (1) Who regularly and directly assists an employee in a bona fide executive or administrative capacity (as such terms are defined in these regulations), where such assistance is nonmanual in nature and requires the exercise of discretion and independent judgment; or

(2) Who performs under only general supervision, responsible nonmanual office or field work, directly related to management policies or general business operations, along specialized or technical lines requiring special training, experience, or knowledge, and which requires the exercise of discretion and independent judgment; or

(3) Whose work involves the execution under only general supervision of special nonmanual assignments and tasks directly related to management policies or general business operations involving the exercise of discretion and independent judgment; or

(4) Who is engaged in transporting goods or passengers for hire and who performs, under only general supervision, responsible outside work of a specialized or technical nature requiring special training, experience, or knowledge, and whose duties require the exercise of discretion and independent judgment.

§ 809.977h *Professional employees.*

§ 1002.5 *Professional employees.* Any individual "employed in a bona fide professional capacity" means any employee who is:

(a) Engaged in work:

(1) Predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work, and

(2) Requiring the consistent exercise of discretion and judgment in its performance, and

(3) Of such a character that the output produced or the result accomplished cannot

under the terms of a contract or agreement, express or implied, or in conformity with cus-

salary otherwise received annually by such employees).

agencies of the Federal Government for the following purposes:

(1) Determining costs or expenses of any

case of promotions, reclassifications, merit increases, incentive wages, or the like, provided that such adjustments do not increase

October 3, 1942, and if computed at not in excess of the straight time rate for the normal (unextended) work week.

Except as may be otherwise provided from

(3) Of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time, and

(4) Whose hours of work of the same nature as that performed by employees not employed in an executive, administrative or professional capacity do not exceed 20 percent of the hours worked in the workweek by such employees: *Provided*, That where such nonprofessional work is an essential part of and necessarily incident to work of a professional nature, this subparagraph (4) shall not apply, and

(5) (i) Requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study, as distinguished from a general academic education and from an apprenticeship, and from training in the performance of routine mental, manual, or physical processes; or

(ii) Predominantly original and creative in character in a recognized field of artistic endeavor as opposed to work which can be produced by a person endowed with general manual or intellectual ability and training, and the result of which depends primarily on the invention, imagination, or talent of the employee, and

(b) Compensated for his services on a salary or fee basis at a rate of not less than $200 per month (exclusive of board, lodging, or other facilities): *Provided*, That this paragraph (b) shall not apply in the case of an employee who is the holder of a valid license or certificate permitting the practice of law or medicine or any of their branches and who is actually engaged in the practice thereof.

§ 809.977l *Salary payments.*

§ 1002.6 *Salary payments.* The terms "salary" and "salary payment" mean only such salaries over which the Commissioner has jurisdiction. (See § 1002.10 of these regulations.) These terms are not used in any restricted, narrow or technical sense, but encompass all forms of direct or indirect compensation for personal services of an employee which is computed on a weekly, monthly, annual or other basis, other than wages (as defined in the General Regulations and in orders or rulings of the Board). Bonuses, gifts, loans, commissions, fees, additional compensation and any other remuneration in any form or medium whatsoever are considered as falling within the concept of "salary" or "salary payment". Any compensation which is not regarded as wages in the commonly accepted sense of the term is salary notwithstanding that it may be computed on an hourly, daily or piece-work basis.

Retainer fees paid to an individual not otherwise an employee are not to be considered as salary. (See § 1002.8 re insurance and pension benefits.)

Although the terms "salary" and "salary payment" do not include any compensation other than for personal services of an employee, the Commissioner is not precluded from determining, after investigation, that amounts denominated, for example, as rents or royalties are in fact salary payments subject to the controls set forth in these regulations.

All amounts paid to, authorized to be paid to, or accrued to the account of any employee during a calendar year for services rendered or to be rendered are to be included as salary for such year.

§ 809.977j *Salary rate.*

§ 1002.7 *Salary rate.* The term "salary rate" means that rate or aggregate of rates or other basis at which the salary for any particular work or service is computed, either under the terms of a contract or agreement, express or implied, or in conformity with custom or usage existing in the employer's business establishment. For treatment of commissions and bonuses on a percentage basis see § 1002.14.

§ 809.977k *Insurance and pension benefits.*

§ 1002.8 *Insurance and pension benefits.* Compensation may include insurance and pension benefits. In determining the amount of salary of an employee, the insurance or pension benefit inuring to such employee is not measured by what he will be entitled to receive after the happening of certain contingencies, but rather in terms of the amount of contributions or premiums paid by the employer. To the extent that an insurance and pension benefit inuring to an employee is reasonable in amount, such benefit is not considered as salary as defined in § 1002.6.

Contributions by an employer to an employee's retirement plan, which plan meets the exemption requirements of section 165 (a) of the Code (as of the date the contributions are made), shall be considered as reasonable regardless of the amount of such contributions: *Provided, however*, That contributions by an employer to a stock bonus or profit-sharing plan meeting the requirements of such section 165 (a) providing benefits distributable other than on the death, retirement, sickness, or disability of the employee shall be treated as salary. On the other hand, contributions by an employer to an employee's pension trust which is subject to Federal income taxation or which does not meet the requirements of such section 165 (a) shall be treated, for purposes of these regulations, as salary.

Amounts paid by an employer on account of insurance premiums on a policy on the life of an employee, the beneficiaries of which are designated by the employees, to the extent that they do not exceed five percent of the employee's annual salary determined without the inclusion of insurance and pension benefits and without the inclusion of bonus and additional compensation, are not considered as salary. The type of insurance on the life of the employee referred to in this section is the ordinary or whole life policy which does not provide for a cash surrender or loan value, or both, amounting to a large percentage of the premiums paid. For example, premiums on endowment policies, single premium life insurance policies, fixed payment life insurance policies, and other similar policies shall be considered salary. The payment of insurance premiums on ordinary or whole life policies referred to in the preceding sentence must be for the benefit of more than a small number of selected individuals.

For example: An employer having ten salaried employees takes out life insurance policies on each of such employees in favor of beneficiaries designated by them. The premiums paid for five of the employees are in each instance seven per cent of the employees' annual salary (exclusive of insurance and pension benefits). As to the remaining five employees the premiums in each instance are five per cent of the employee's annual salary (exclusive of insurance and pension benefits). As to the first five employees, two per cent of the premiums in each instance would be considered as salary, whereas no part of the premiums will be considered as salary in the case of the second group of employees.

Premiums paid by an employer on policies of group life insurance without cash surrender value covering the lives of his employees, or on policies of group health or accident insurance, the beneficiaries of which are designated by such employees do not constitute salary (regardless of the amount of salary otherwise received annually by such employees).

§ 809.977l *Approval by Commissioner.*

§ 1002.9 *Approval by Commissioner.* Wherever the terms "approval by the Commissioner" and "determination by the Commissioner" are used in these regulations they shall, except as otherwise provided, include an approval or determination by a regional officer of the Salary Stabilization Unit established by the Commissioner under Treasury Decision 5176, which officer is authorized to make such determination. If an approval or determination made by such regional officer is subsequently modified or reversed by the Commissioner, such approval or determination shall be deemed to have been continuously in effect from its original date until the first day of the pay-roll period following reversal or modification, or until such later date as the Commissioner may provide in his ruling.

To illustrate, an employer obtains the approval of a regional officer of the Salary Stabilization Unit that a proposed increase in certain salaries is permissible. The approval is given on January 2, 1943, and the salary increase is to become effective January 15, 1943. On March 15, 1943, the Commissioner determines that the salary increase was not proper and reverses the approval given by the regional officer. The Commissioner provides in his ruling that the increase in salary shall be discontinued after March 31, 1943. For purposes of these regulations, no part of the salary for the period between January 15 and March 31 shall be considered to have been in contravention of the act.

§ 809.977m *Amount of salary payment.*

§ 1002.10 *Amount of salary payment.* The General Regulations, provide that the Commissioner, except as otherwise provided in Executive Order 9299 of February 4, 1943, prescribing regulations and procedure with respect to wage and salary adjustments for employees subject to the Railway Labor Act shall have authority to determine, under regulations to be prescribed by the Commissioner with the approval of the Secretary of the Treasury, whether salary payments are made in contravention of the act. The Commissioner's jurisdiction is confined to cases where the rate at which the salary, exclusive of bonuses and additional compensation and without regard to the contemplated adjustment, computed on an annual basis is:

(a) In excess of $5,000.00 per annum, in the case of individuals employed in any capacity whatsoever; and

(b) $5,000.00 or less per annum in the case of individuals (1) who are employed in bona fide executive, administrative, or professional capacities and (2) who in their relations with their employer are not represented by duly recognized or certified labor organizations and (3) whose services are not within the meaning of "agricultural labor" as defined in paragraph (l) of § 4001.1 of the General Regulations.

Other salary payments are subject either to the jurisdiction of the Board or the War Food Administrator, as prescribed in the General Regulations. If, for example, the rate of salary, exclusive of bonuses and additional compensation, is to be increased from $4,500.00 per annum to $5,200.00 per annum (and subparagraph (2) is inapplicable), approval of such increase, if required, must be obtained from the Board.

§ 809.977n *Conclusiveness of determination.*

§ 1002.11 *Conclusiveness of determinations.* (a) Any determination by the Commissioner that a salary payment is in contravention of the Act is conclusive in every respect upon all executive departments and agencies of the Federal Government for the following purposes:

(1) Determining costs or expenses of any employer for the purpose of any law or regulation, either heretofore or hereafter enacted or promulgated, including the Emergency Price Control Act of 1942, or any maximum price regulation thereunder;

(2) Calculating deductions under the revenue laws of the United States; or

(3) Determining costs or expenses under any contract made by or on behalf of the United States.

(b) Any such determination of the Commissioner is final and not subject to review by The Tax Court of the United States or by any court in any civil proceedings. Nothing herein is intended, however, to deny the right of any employer or employee to contest in The Tax Court of the United States or in any court of competent jurisdiction the validity of:

(1) Any provision of these regulations, on the ground such provision is not authorized by law, or

(2) Any action taken or determination made under these regulations, on the ground that such action or determination is not authorized, or has not been taken or made in a manner required, by law.

§ 809.977o *Geographical scope.*

§ 1002.12 *Geographical scope.* The provisions of these regulations shall not apply to salaries in any Territory or possession of the United States, except Alaska and Hawaii.

§ 809.977p *Commissioner's approval required.*

§ 1002.13 *Commissioner's approval required.* Section 1 of the act provides in effect that salaries, so far as practicable, shall be stabilized at the levels which existed on September 15, 1942. In the case of a salary rate of $5,000 or less per annum existing on October 27, 1942, or established thereafter in compliance with these regulations, and in the case of a salary rate of more than $5,000 per annum existing on October 3, 1942, or established thereafter in compliance with these regulations, no increase shall be made by the employer, except as provided in section 1002.14, without prior approval of such increase by the Commissioner. Any salary increase made before the required approval of the Commissioner is obtained is from the date of such increase in contravention of the act. (See §§ 1002.28 and 1002.29 for the consequences of a salary payment made in contravention of the act.) The Commissioner may, however, approve an increase in salary rate to be effective as of the date of the application for approval.

The burden of justifying an increase in salary rate shall in every instance be upon the employer seeking to make such increase. Increases in salary rates will not be approved except in the following cases:

(1) Such increases as are clearly necessary to correct substandards of living.

(2) Such adjustments as may be deemed appropriate by the Commissioner and have not heretofore been made to compensate in accordance with the Little Steel formula as heretofore defined by the Board, for the rise in the cost of living between January 1, 1941, and May 1, 1942.

(3) Salary revisions clearly necessary to adjust salaries up to the minimum of the tested and growing rates paid for the same work in the same or most nearly comparable plants or establishments in the same labor market, except in rare and unusual cases, in which the critical needs of war production require the setting of a salary at some point above the minimum of the going salary bracket.

(4) Reasonable adjustments may be made with the approval of the Commissioner in case of promotions, reclassifications, merit increases, incentive wages, or the like, provided that such adjustments do not increase the level of production cost appreciably or furnish the basis either to increase prices or to resist otherwise justifiable reduction in prices.

In connection with the approval of wage and salary adjustments necessary to eliminate substandards of living or to give effect to the Little Steel formula or in connection with the adoption of a longer work week, salary adjustments may be approved for workers in immediately interrelated job classifications to the extent required to keep the minimum differentials between immediately interrelated job classifications necessary for the maintenance of production efficiency. Such adjustments are to be tapered off rigorously in application to higher job classifications so as to apply only to the extent necessary for productive efficiency in the interrelated job classifications.

A promise made by an employer to his employees prior to October 3, 1942, that salaries would be increased in the future is generally to be ignored in determining whether an increase after that date should be approved. The same rule is applicable with respect to a promise made by an employer prior to October 27, 1942, in the case of employees whose salary rates are $5000.00 or less per annum.

An employer who has established a new job classification, or who has begun business, after October 3, 1942, must obtain approval of the Commissioner for the payment of salaries for such job classification or in such new business: *Provided, however*, That if the salary rates in question are not in excess of the minimum of those prevailing for similar job classifications within his own organization or if no such rates are available, then within the local area on September 15, 1942, the approval of the Commissioner is not required. An increase in a salary rate for a job classification established after October 3, 1942, shall be subject to the limitations provided in this subpart.

A mere change in the name, organization, or financial structure of an employer, whether such employer be an individual, partnership or corporation, will not in itself be sufficient for a finding that, for the purposes of these regulations, a new business has been begun or new job classifications established after such change.

Any change in a salary rate, regardless of its effective date, which results from an award or decision of an arbitrator or referee made after October 3, 1942, in the case of salaries of more than $5,000 per annum, and after October 27, 1942 in the case of salaries of $5,000 or less per annum, is subject to the provisions of these regulations notwithstanding that the agreement or order for arbitration or reference was made on or before October 3, 1942 or October 27, 1942, as the case may be.

Unless otherwise expressly exempted, any change in a salary rate, provided for in any agreement existing as of October 3, 1942 in the case of salaries of more than $5,000 per annum, or as of October 27, 1942 in the case of salaries of $5,000 or less per annum, which is to take effect at some future date or on the happening of some future event, is subject to the provisions of these regulations regardless of when the agreement was made.

Payment for overtime will constitute an increase in salary rate and thus will require the approval of the Commissioner, unless the customary practice of the employer has been to pay for overtime and the rate and scheduled number of overtime hours of work have not been changed. Pay in lieu of vacations to employees receiving in excess of $7,500.00 a year does not require the prior approval of the Commissioner if computed in accordance with a vacation policy established prior to October 3, 1942, and if computed at not in excess of the straight time rate for the normal (unextended) work week.

Except as may be otherwise provided from time to time by the Commissioner, an application for the approval of a salary increase shall be filed by the employer with the regional office of the Salary Stabilization Unit of the Bureau of Internal Revenue in whose territorial jurisdiction the main office or principal place of business of the employer is located. Such application shall be filed on forms prescribed by the Commissioner and shall contain such information as may be required by the Commissioner.

(a) Where an employer has numerous employees on a weekly salary basis and who receive stipulated salaries for a week comprised of 48 hours of work, without provision for overtime compensation, approval by Commissioner of Internal Revenue is required to increase weekly salaries on a pro rata hourly basis for all hours worked in excess of 48. Likewise, approval of the Commissioner is required to effect a pro rata hourly reduction of the weekly salaries under the same circumstances (letter of Commissioner of Internal Revenue dated December 22, 1942).

(b) Where an employer has numerous employees who receive stipulated salaries per week of 40 hours of work with provision for time and one-half compensation for all hours worked in excess of 40 per week, approval of Commissioner of Internal Revenue is required to increase the base weekly salary for 40 hours of work but not for pro rata overtime (letter of Commissioner of Internal Revenue dated December 22, 1942).

§ 809.977q *Commissioner's approval not required.*

§ 1002.14 *Commissioner's approval not required.* The Commissioner's approval is not required where a reasonable increase in the rate at which the salary, exclusive of bonuses and additional compensation, is computed, is made both in accordance with the terms of a salary agreement or salary rate schedule in effect on October 3, 1942, or approved thereafter by the Commissioner, and is a result of:

(1) Individual promotions or reclassifications,

(2) Individual merit increases within established salary rate ranges,

(3) Operation of an established plan of salary increases based on length of service within established salary rate ranges,

(4) Increased productivity under incentive plans,

(5) Operation of a trainee system, or

(6) Such other reasons or circumstances as may be prescribed in rulings or regulations promulgated by the Commissioner from time to time.

For purposes of this section, the term "salary plan" or "salary rate schedule" may include a salary policy in effect on October 3, 1942, even though not evidenced by written contracts or written rate schedules. For example, a salary policy may be determined from previous payroll records or other payroll data. The existence of such policy, however, must be established to the satisfaction of the Commissioner, and the burden of proof rests upon the employer. In such cases, the employer in advance of making an increase in salary rate may reduce the salary policy to writing and secure approval thereof by the Commissioner. Top salary rate of a given job classification shall not be increased, without approval, to a salary in excess of a maximum salary paid for the given job classification for a period of years prior to October 3, 1942. Promotions and reclassifications for the purposes of this section comprehend only

mum salary paid for the given job classification for a period of years prior to October 3, 1942. Promotions and reclassifications for the purposes of this section comprehend only ness after October 27, 1942. Consequently, any general increase in salaries over and above those paid by the M Corporation requires the prior approval of the Commis-

(ii) 10 per cent if the total compensation for the year 1941 was over $2,400 but not over $4,000, (iii) five per cent if the total

(e) The term "person" has the same meaning as when used in the Code.

of employer and employee thus in fact exists.

and

tion is not less than the highest salary rate existing for that position during the same period.

(3) An employee has been relieved of sub-

§ 809.977aa *Limitation on 1942 salaries (§ 1002.24).*

(The section formerly appearing at this section was rescinded by section 4 (b), act of April 11, 1942,

amount of salary to be disregarded for purposes of paragraph (a) of this section is the total amount paid at the weekly rate of $150. Also, if, for example, on February 1, 1943, a weekly salary rate of $100 is increased to $150

mum salary paid for the given job classification for a period of years prior to October 3, 1942. Promotions and reclassifications for the purposes of this section comprehend only cases involving materially increased responsibilities or a substantial change in the nature of the work performed. Merit increases within a given salary range and increases based upon length of service shall not exceed in frequency or in maximum amount the frequency or maximum amount given in such positions in that salary range during normal periods as established by the employer's records or for a period of years to October 3, 1942, and there shall be no substantial increase in the average salary in any given salary range.

Except as provided in the following sentence, a bonus or other form of additional compensation which does not exceed in amount the bonus or other additional compensation to such employee for the last bonus year ending before October 3, 1942, does not require approval by the Commissioners, provided the employee has not been allowed or received an adjustment in his salary rate since October 3, 1942, or October 27, 1942, as the case may be. A bonus regularly paid based upon a fixed percentage of salary (exclusive of bonuses and additional compensation) where the percentage has not been changed does not require approval by the Commissioner even though the amount may be increased due to an increase in salary (exclusive of bonuses and additional compensation) authorized under these regulations. Any other bonus or other form of additional compensation requires approval by the Commissioner.

The term "last bonus year" ending before October 3, 1942, means the employer's last accounting year, calendar or fiscal, ending prior to that date. For example, an employer operating on a fiscal year ending on August 31, would have as his last bonus year prior to October 3, 1942, the fiscal year ending August 31, 1942.

With respect to the limitation on the effect of increases made under this section, see § 1002.14 (a).

The provisions of this section may be illustrated as follows:

(1) The X Corporation began business in 1940. As of July 1, 1942, pursuant to a corporate resolution duly passed in January 1942, all of its salaried employees received more than $5,000 per annum. No approval of the Commissioner is required to increase the salary of an employee who is promoted in November 1942 from a salesman to general manager and who receives a salary within the salary range paid previously to individuals occupying the position of general manager.

(2) The X Corporation in December 1942 wishes to establish a new salary rate schedule raising the level of compensation of all its salaried employees. Approval by the Commissioner of such schedule is required. Assuming that such approval has been obtained, further approval by the Commissioner of any adjustment under such schedule coming within this section is not required.

(3) The Y Corporation begins business on November 1, 1942. The salaries paid by it to its employees are commensurate with salaries paid by other employers in comparable businesses in the same local area. Payment of such salaries does not require the approval of the Commissioner. Any increase in salary rates, however, requires the approval of the Commissioner.

(4) The M Corporation, which has manufactured furniture since 1925, is reorganized in November 1942 and emerges from the reorganization proceedings as the N Corporation. There is no change in the nature of the business although there is a substantial alteration in the financial structure of the company. The N Corporation is not to be treated as a new employer beginning business after October 27, 1942. Consequently, any general increase in salaries over and above those paid by the M Corporation requires the prior approval of the Commissioner.

(5) Employees of the Z Corporation have customarily received a bonus of 5 percent of their annual salary at the end of each calendar year. If, for example, one of the employees received $6,000 in 1941 but received salary of $7,000 in 1942 due to a salary increase on July 1, 1942, a bonus of $350 may be paid to him for 1942 without prior approval of the Commissioner, notwithstanding that his bonus for 1941 was only $300.

(a) *Bonuses.* On November 14, 1943, the Commissioner of Internal Revenue issued a statement to guide employers in determining what bonus payments may be made to employees under his jurisdiction without formal application for approval under the salary stabilization program. Subject to certain limitations, the general effect of the Commissioner's statement was to enable employers to pay bonuses without obtaining prior approval if the bonuses do not exceed amounts paid the 1941–1942 period.

While the statement outlined the conditions under which bonus payments may be made without prior approval, the Commissioner explained that other types of bonuses may also be paid, if submitted to him for approval and receive his approval. The purpose of the statement was to advise employers that no application for approval is necessary to pay bonuses for the bonus year 1943 or subsequent years, if such bonuses meet any one of the following conditions:

(1) If the employee's base salary has not been increased since October 3, 1942 (in the case of salaries of more than $5,000 per annum), or October 27, 1942 (in the case of salaries of $5,000 or less per annum), as the case may be, he may be paid a bonus which does not exceed the higher of the following amounts:

(i) The dollar amount paid for the employer's last accounting year ended prior to October 3, 1942, or

(ii) The dollar amount of a bonus authorized under the Salary Stabilization regulations for the employer's first accounting year ending after October 3, 1942, provided the bonus does not exceed 50 per cent of the base salary.

(2) If the employee's base salary has been increased since October 3, 1942, he may be paid a bonus not to exceed the same dollar amount of bonus paid him for the employer's first accounting year ending after October 3, 1942, provided the bonus does not exceed 20 per cent of his present base salary.

(3) If the employee has been paid regularly, in accordance with an established policy of the employer, a bonus based on a percentage of base salary, such bonus payment may be made, regardless of dollar amount, provided the percentage has not been changed since October 3, 1942, or October 2, 1942, as the case may be.

(4) An employee may also be paid a bonus which, together with all other compensation for personal services, does not increase his total compensation for the current year over the total earned in the calendar year 1941 by more than

(i) 15 per cent if the total compensation for the year 1941 was $2,400 or less, (ii) 10 per cent if the total compensation for the year 1941 was over $2,400 but not over $4,000, (iii) five per cent if the total compensation for the year 1941 was over $4,000 but not over $7,500.

Base salary for purposes of the statement means salary exclusive of bonuses and other forms of additional compensation.

(b) The salary schedules for nonmanual employees contained in Construction Contract Board Form 5 used by the Office of the Chief of Engineers have been ruled by the Commissioner of Internal Revenue to be salary rate schedules within the meaning of § 1002.14 of the regulations and salary increases and promotions within the limits of these schedules may be made without prior approval of the Commissioner, for employees who come within the jurisdiction of the Commissioner. Prior approval, however, must be obtained in any case where salary increases are made beyond the limits set forth in such schedules (letter of Commissioner of Internal Revenue dated December 22, 1942).

(c) *Limitation on effect of increase.*

§ 1002.14 *Commissioner's approval not required.* • • •

(a) *Limitation on effect of increase.* No increase in salary rate, whether made with the approval of the Commissioner or not requiring his approval, shall increase the level of production costs appreciably or furnish the basis either to increase prices or to resist otherwise justifiable reductions in prices or furnish the basis for further wage or salary increases.

§ 809.977r *Salaries under $5,000.*

§ 1002.15 *Salaries under $5,000.* In the case of a salary rate existing as of the close of October 3, 1942, or established thereafter in compliance with these regulations, under which an employee is paid a salary of less than $5,000 per annum for any particular work, the general rule is that no decrease can be made by the employer in such salary rate below the highest salary rate paid for such work in the local area between January 1, 1942 and September 15, 1942. A decrease is permitted, however, with the approval of the Commissioner, in order to correct a gross inequity in any case or to aid in the effective prosecution of the war. Where such decrease is permitted the salary rate may be reduced below the highest salary rate paid for the work in question between January 1, 1942 and September 15, 1942. Except as otherwise provided in this section, any decrease in such salary rate after October 3, 1942 shall be considered in contravention of the Act if it is made prior to the approval thereof by the Commissioner.

Except as may be otherwise provided from time to time by the Commissioner, an application for approval of any salary decrease shall be filed in the same manner as in the case of an application for approval of a salary increase. See § 1002.13 of these regulations.

The Commissioner's approval is not required, for example, in the following cases where salary decreases are made after October 3, 1942:

(1) The new salary rate does not fall below the highest salary rate existing between January 1, 1942 and September 15, 1942 for the particular work in question or for the same or comparable work in the local area.

(2) An employee has been demoted to a lower position than that filled by him between January 1, 1942 and September 15, 1942 and the salary rate for such lower position is not less than the highest salary rate existing for that position during the same period.

(3) An employee has been relieved of substantial duties and responsibilities.

A disparity between salaries paid by a particular employer and those paid by employers generally in the local area does not necessarily constitute justification for decrease in salary rates paid by such employer. The words "for any particular work" in the first sentence of this section refers to the particular work of the particular employee and not to a particular type of work.

§ 809.977s *Salaries over $5,000.*

§ 1002.16 *Salaries over $5,000.* In the case of a salary rate existing as of the close of October 3, 1942, or established thereafter in compliance with these regulations, under which an employee is paid a salary of more than $5,000 per annum, the employer is permitted to make, without approval by the Commissioner, a decrease to a rate not less than $5,000 per annum. If, however, by virtue of a decrease the new salary paid to the employee is less than $5,000 per annum, then the decrease below $5,000 per annum is subject to the limitations of § 1002.15 of these regulations. To the extent that prior approval by the Commissioner of a decrease is not required under § 1002.15 or this section, such decrease shall not be considered as being in contravention of the act.

§ 809.977t *State and local employees.*

§ 1002.17 *State and local employees.* An adjustment in salaries (not fixed by statute, see § 1002.32) may be made by a State, or any political subdivision thereof, the District of Columbia, or any agency or instrumentality of any of the foregoing in all cases where such adjustment is of the type referred to in § 1002.13. Any such adjustment will be deemed to have received the approval of the Commissioner.

§ 809.977u *Basic allowance* (§ *1002.18*) (The section formerly appearing at this section was rescinded by section 4 (b), act of April 11, 1943, Public Law 34, 78th Congress. See footnote to § 809.975 (a) (7).)

§ 809.977v *Charitable contributions* (§ *1002.19*). (The section formerly appearing at this section was rescinded by section 4 (b), act of April 11, 1943, Public Law 34, 78th Congress. See footnote to § 809.975 (a) (7).)

§ 809.977w *Insurance premiums* (§ *1002.20*). (The section formerly appearing at this section was rescinded by section 4 (b), act of April 11, 1943, Public Law 34, 78th Congress. See footnote to § 809.975 (a) (7).)

§ 809.977x *Fixed obligations* (§ *1002.21*). (The section formerly appearing at this section was rescinded by section 4 (b), act of April 11, 1943, Public Law 34, 78th Congress. See footnote to § 809.975 (a) (7).)

§ 809.977y *Federal taxes* (§ *1002.22*). (The section formerly appearing at this section was rescinded by section 4 (b), act of April 11, 1943, Public Law 34, 78th Congress. See footnote to § 809.975 (a) (7).)

§ 809.977z *Multiple employers* (§ *1002.23*). (The section formerly appearing at this section was rescinded by section 4 (b), act of April 11, 1943, Public Law 34, 78th Congress. See footnote to § 809.975 (a) (7).)

§ 809.977aa *Limitation on 1942 salaries* (§ *1002.24*). (The section formerly appearing at this section was rescinded by section 4 (b), act of April 11, 1942, Public Law 34, 78th Congress. See footnote to § 809.975 (a) (7).)

§ 809.977bb *Community property* (§ *1002.25*). (The section formerly appearing at this section was rescinded by section 4 (b), act of April 11, 1942, Public Law 34, 78th Congress. See footnote to § 809.975 (a) (7).)

§ 809.977cc *Taxable year.*

§ 1002.26 *Taxable year.* For purposes of Subparts F and G of these regulations, the term "taxable year" of an employee shall mean the calendar year during which the salary in question is paid or authorized to be paid to or accrued to the account of such employee or received by him. This rule is applicable regardless of whether the employer or employee, or both, file Federal income tax returns for a fiscal year or report income, for Federal income tax purposes, on an accrual basis or on the cash receipts and disbursements basis.

§ 809.977dd *Effective date* (§*1002.27*). (The section formerly appearing at this paragraph was rescinded by section 4 (b), act of April 11, 1942, Public Law 34, 78th Congress. See footnote to § 809.975 (a) (7).)

§ 809.977ee *Amounts disregarded.*

§ 1002.28 *Amounts disregarded.* (a) Section 5 (a) of the act provides in effect that the President shall prescribe the extent to which any salary payment made in contravention of regulations promulgated under the act shall be disregarded by executive departments and other governmental agencies in determining the costs or expenses of any employer for the purposes of any other law or regulation. In any case where a salary payment is determined by the Commissioner to have been made in contravention of the act, the entire amount of such payment is to be disregarded by all executive departments and all other agencies of the Federal Government for the purposes of:

(1) Determining costs or expenses of any employer for the purpose of any law or regulation, either heretofore or hereafter enacted or promulgated, including the Emergency Price Control Act of 1942, or any maximum price regulation thereof;

(2) Calculating deductions under the revenue laws of the United States; or

(3) Determining costs or expenses under any contract made by or on behalf of the United States.

A payment in contravention of the act may be disregarded for more than one of the foregoing purposes.

(b) In the case of salaries decreased in contravention of the act, the amount to be disregarded, as required by paragraph (a) of this section, is the amount of the salary actually paid or accrued by the employer at the reduced rate. Thus, if, for example, on November 1, 1942, a weekly salary rate of $100 has been unjustifiably reduced to $50 for the remainder of the calendar year 1942, the amount to be disregarded under paragraph (a) of this section is the total amount of salary paid at the weekly rate of $50.

(c) In the case of salaries increased in contravention of the act, the amount to be disregarded, as required by paragraph (a) of this section, is the amount of the salary actually paid or accrued by the employer at the increased rate and not merely an amount representing an increase in such salary. Thus, if, for example, on November 1, 1942, a weekly salary rate of $100 is unjustifiably increased to $150 for the remainder of 1942, then the amount of salary to be disregarded for purposes of paragraph (a) of this section is the total amount paid at the weekly rate of $150. Also, if, for example, on February 1, 1943, a weekly salary rate of $100 is increased to $150 without prior required approval, but is restored to $100 on June 1, 1943 after formal disapproval by the Commissioner or regional officer, then the amount of salary to be disregarded for purposes of paragraph (a) of this section is the total amount at the weekly rate of $150. Neither in the cases described in this paragraph nor in the case described in paragraph (b) of this section are the total amounts paid at the weekly rate of $100 to be disregarded for purposes of paragraph (a) of this section. (See § 1002.30 relating to salary allowances under section 23 (a) of the Code.)

§ 809.977 ff *Criminal penalties.*

§ 1002.29 *Criminal penalties.* Section 5 (a) of the act provides in substance that no employer shall pay, and no employee shall receive, any salaries in contravention of the regulations promulgated by the President under the act. Section 11 of the act provides that any person, whether an employer or employee, who wilfully violates any provision of the act or of any regulations promulgated thereunder, shall be subject, upon conviction, to a fine of not more than $1,000, or to imprisonment for not more than one year, or to both such fine and imprisonment.

§ 809.977 gg *Salary allowances under Code.*

§ 1002.30 *Salary allowances under Code.* Under section 23 (a) of the Code reasonable allowances for salaries are allowed as deductions in computing net income. The tests which determine whether an allowance for salaries paid or accrued is reasonable within the meaning of section 23 (a) of the Code are in nowise suspended by any provision of these regulations. An employer may be exempt from the operation of these regulations yet be denied deductions for purposes of section 23 (a) of the Code with respect to the salaries paid or accrued by him.

§ 809.977 hh *Exempt employers.*

§ 1002.31 *Exempt employers.* The provisions of these regulations shall not apply in the case of an employer who employs eight or less individuals in a single business. An employer is subject to the provisions of these regulations if at the time a salary increase is to take effect he has in his employ more than eight individuals in a single business. It is not necessary that each employee be paid a salary provided all the individuals employed receive compensation for their personal services. If it is subsequently determined that the number of employees has been temporarily reduced by the employer, or that the employer has utilized any other improper device, for the sole purpose of claiming the exemption provided in the General Regulations and these regulations, then such exemption shall be deemed to have been improperly obtained and of no force or effect.

An employer may be exempt under this section notwithstanding that shortly after the effective date of a salary increase he enlarges his personnel in good faith to more than eight employees. Any further adjustment in salary will then be subject to the provisions of these regulations.

§ 809.977 ii *Statutory salaries.*

§ 1002.32 *Statutory salaries.* The provisions of these regulations are applicable in every respect to any salary paid by the United States, any State, Territory, or possession or political subdivision thereof, the District of Columbia, or any agency or instrumentality of any one or more of the foregoing, except where the amount of such salary is fixed by statute. The term "statute" for purposes of

this section does not include a municipal ordinance or resolution enacted by a governmental unit inferior to a State, Territory, or possession. Salaries covered by the Federal Classification Act of 1933, as amended, are excluded from the operation of these regulations. Likewise, salaries, for example, of public school teachers which are paid under salary schedules fixed by a state legislature and providing for mandatory increments are excluded from the operation of these regulations. See § 1002.17.

§ 809.977jj *Services in foreign countries.*

§ 1002.33 *Services in foreign countries.* The provisions of these regulations shall not be applicable in the case of any individual employer, resident in the United States or any Territory or possession thereof, or of a corporate employer organized under the laws of the United States or any State, Territory or possession, with respect to salaries paid by such employers to employees for services rendered exclusively in foreign countries.

§ 809.977kk *Foreign employers.*

§ 1002.34 *Foreign employers.* The provisions of these regulations shall not be applicable in the case of nonresident foreign employers except that if any salary is paid to an employee residing in the United States payment of such salary is subject to all the provisions of these regulations.

§ 809.977ll *Functions and jurisdictions of the Salary Stabilization Unit and its regional offices.* On January 19, 1943 the Commissioner of Internal Revenue issued seventeen procedural regulations relating to the functions and jurisdictions of the Salary Stabilization Unit and its Regional Offices. These regulations are set forth in the succeeding paragraphs which are designated (a) to (o).

(a) *Duties of Deputy Commissioner.*

1. *Duties of Deputy Commissioner.* The Deputy Commissioner, Salary Stabilization Unit, will exclusively represent the Commissioner in administering those provisions of the Executive Order of October 3, 1942 (No. 9250) and the Director's and Commissioner's regulations issued thereunder which relate to the stabilization and limitation of salaries in excess of $5,000 per annum, and of salaries not in excess of $5,000 per annum paid to executive, administrative, and professional employees not represented by a recognized labor organization.

(b) *Regional offices.* See § 809.977c (a) for list of the regional offices of the Salary Stabilization Unit, their addresses and jurisdictions.

(c) *Regional officers and employees.*

3. *Regional officers and employees.* Each salary stabilization office will be under the immediate supervision of a head, who will perform his duties under the direction of the Deputy Commissioner, and will represent the Commissioner and Deputy Commissioner in administering, within the territory assigned to his office, the above-specified provisions of Executive Order 9250 and the regulations issued thereunder. Each salary stabilization office may also have an assistant head, a counsel, and such number of conferees, clerks, and other employees as the Deputy Commissioner may from time to time find necessary.

(d) *Applications for approval of salary adjustments.*

4. *Applications for approval of salary adjustments.* (a) Except as provided in subparagraphs (b) and (c) hereof, every application under §§ 1002.13, 1002.15, or 1002.16 of the Salary Stabilization Regulations[1] for approval of an increase or decrease in a salary rate within the Commissioner's jurisdiction, shall be submitted by the employer on Form SSU 1 in triplicate, or in any alternative manner authorized by the instructions on that form, to the head of the regional office serving the area within which the employer's principal office or place of business is located, and shall be within that officer's jurisdiction; but jurisdiction of any such application may, by direction of the Deputy Commissioner, be transferred to any other regional office. If under exceptional circumstances he deems it necessary in the interest of efficient administration, the Deputy Commissioner may also assume original jurisdiction of any application.

(b) If the Commissioner has delegated to any other officer or agency his authority to approve or disapprove adjustments in the salaries of employees of any class or group, applications for approval of such adjustments shall be made to the officer or agency to whom such authority has been delegated, in the form and manner prescribed by such officer or agency.[2]

(c) No application or notice to the Commissioner will be required for adjustments in the salaries of employees of State or local governments, if made to correct maladjustments, inequalities, or gross inequities.

CROSS REFERENCE: See § 809.976m (b)).

(e) *Applications for approval of salary-rate schedules.*

5. *Applications for approval of salary-rate schedules.* Every application for approval of a proposed new salary-rate schedule or proposed general modification of an existing salary-rate schedule shall be submitted by the employer in triplicate to the head of the regional office within whose territorial jurisdiction the employer's principal office or place of business is located. Jurisdiction of any such application may be transferred to another regional office or assumed by the Deputy Commissioner as provided in paragraph 4 (a) hereof. After approval by the head of a regional office or by the Deputy Commissioner, a new or modified salary-rate schedule will have the same effect, in obviating the necessity for approval of individual salary-rate changes, as a salary-rate schedule in effect October 3, 1942.

(f) *Applications for rulings respecting exemptions.*

6. *Applications for ratings respecting exemptions.* Every application for a ruling as to whether a proposed salary adjustment is exempt from the requirements of the Director's and Commissioner's regulations relative to prior approval by the Commissioner shall be submitted by the employer on Form SSU 2 in triplicate to the head of the regional office serving the area within which the employer's principal office or place of business is located, and shall be within that officer's jurisdiction, subject to the provisions of paragraph (d) (1) hereof regarding transfers of jurisdiction and assumption of jurisdiction by the Deputy Commissioner.

(g) *Applications for authorization of salaries in excess of the $25,000 limit.* (The section formerly appearing at this paragraph was rescinded by section 4 (b), act of April 11, 1943, Public Law 34, 78th Congress. See footnote to § 809.975 (a) (7).)

(h) *Signature and verification of applications.*

8. *Signature and verification of applications.* Every application shall be signed by the applicant, or in the applicant's name by a duly authorized person; shall set forth fully the facts on which it is based, as required by the appropriate application form; and shall be sworn to before a deputy collector, notary public, or other officer authorized to administer oaths. If the applicant is a partnership, the application shall be executed in the partnership's name by one of the partners. If the applicant is a corporation, the application shall be executed in the name of the corporation by one of its principal officers. Statements of fact made in any application may be verified by the head of the regional office having jurisdiction, insofar as he deems it necessary and practicable under the circumstances. For that purpose he may refer an application for investigation to the appropriate internal revenue agent in charge, special agent in charge, or collector of internal revenue, and may require such further evidence in substantiation of the statements made in the application as he may deem necessary in order to reach a decision thereon.

(i) *Conferences.*

9. *Conferences.* The head of the regional office having jurisdiction of an application, or any of his legal or technical assistants, may grant a conference to the applicant or his representative when deemed advisable or when requested by the applicant but only after the applicant has complied with the provisions of paragraphs 4, 5, 6 and 8.[3] At any such conference the applicant may be represented by a responsible officer or a duly authorized regular employee whose salary is not covered by the application. Any other representative must submit a power of attorney authorizing him to represent the applicant on salary stabilization matters and must also submit evidence of enrollment in accordance with the Conference and Practice Requirements of the Bureau, as revised February 1942. If additional facts are brought out at a conference they must be reduced to writing and sworn to as provided in paragraph 8[3] before they will be considered as a basis for a decision.

(j) *Authority of heads of regional offices.*

10. *Authority of heads of regional offices.* The head of the regional office having jurisdiction of any application will have authority to approve or disapprove it for the Commissioner, wholly or in part, and his decision shall be deemed to be the Commissioner's determination under § 4001.4 of the general regulations of the Economic Stabilization Director[3] (§§ 1002.10 and 1002.11 of the Salary Stabilization Regulations)[4] unless and until modified or reversed as provided in paragraphs 13 and 14[5] hereof; but any such decision may be set aside by the Commissioner if he finds that it has been arrived at through fraud, collusion, or misrepresentation of a material fact.

(k) *Decisions and rulings.*

11. *Decisions and rulings.* (a) Every decision approving or disapproving, wholly or in part, an increase or decrease in a salary rate, a new or modified salary agreement or salary-rate schedule, will be set forth in a memorandum, to be known as a "decision memorandum," which will show the name and address of the applicant, the precise nature of the proposed action for which the Commissioner's approval is requested, and the decision with respect thereto. Every such memorandum will be signed by the head of the regional office, or by the Deputy Commissioner, in his own name, following the words "By direction of the Commissioner." The original will be transmitted promptly to the applicant, and copies of decisions made by the heads of regional offices will be forwarded promptly to the Deputy Commissioner. Every decision memorandum approving an application, wholly or in part, will be supported by a concise statement, on a separate sheet, of the reasons for approval. Every adverse decision memorandum will be accompanied by a copy of the regional office's letter to the applicant disapproving his application, which letter will include a concise statement of the reasons for disapproval. Copies of decision memorandums will also be furnished to such officers of the Internal Revenue Bureau and other Government agencies as the Commissioner may from time to time direct.

(b) Rulings with respect to exemptions will be prepared, signed, and dispatched by heads of regional offices, or by the Deputy Commissioner, in the same manner as decision memorandums.

(l) *Determinations respecting salaries paid.*

12. *Determinations respecting salaries paid.* (a) On request of any collector of internal revenue, internal revenue agent in charge, or special agent in charge whose office is located within the territorial jurisdiction of any salary stabilization office, the head thereof will determine whether any salary payment within the Commissioner's jurisdiction was made in contravention of the regulations of the Economic Stabilization Director and the Commissioner, and will set forth his finding in a decision memorandum as provided in paragraph 11 (a) hereof.[3] If he finds that any such payment is not in contravention of the regulations, he will send his decision memorandum to the officer making the request (at the same time forwarding as many copies thereof to the Deputy Commissioner, Salary Stabilization Unit, as that officer may prescribe). If he finds that any such payment is in contravention of the regulations, he will submit his decision memorandum to the Deputy Commissioner for approval before transmitting it to the officer making the request. If, in the judgment of the head of the regional office, there is serious doubt as to whether any payment is or is not in contravention of the regulations, he may request advice from the Deputy Commissioner before making a decision. Unless and until modified or reversed as provided in paragraphs 13 to 15[5] hereof, a determination by the head of a regional office of the Salary Stabilization Unit shall be deemed to be the Commissioner's determination under § 4001.4 of the Director's general regulations[3] (§§ 1002.10 and 1002.11 of the Salary Stabilization Regulations).[4]

(b) At the direction of the Commissioner, similar determinations will be made at the request of duly authorized officers of any other Government agency.

(m) *Reconsideration and review.*

13. *Reconsideration and review of decisions.* If an application is disapproved wholly or in part and the applicant believes that all the facts in the case have not been fully presented and considered, he may submit a request for reconsideration to the head of the regional office having jurisdiction. Every such request shall be submitted in triplicate, shall be executed under oath in the manner provided by paragraph 8,[1] and shall set forth fully all the additional facts on which the applicant relies. The regional office having jurisdiction will examine every such request and may grant a conference thereon, if deemed advisable or if requested by the applicant, under the conditions set forth in paragraph 9;[2] but no such conference will be arranged until the regional office has had opportunity to consider the additional facts set forth in the request for reconsideration. On reconsideration, the head of the regional office may modify his prior decision if he finds that the facts warrant such action.

(m–1) *Review by Deputy Commissioner.*

13a. An applicant may request that the decision of the head of the regional office be reviewed by the Deputy Commissioner. If the applicant relies on additional facts as the basis for such a review, he shall submit with his request a full statement of such facts in triplicate, duly sworn to as provided in paragraph 8 hereof.[1] If the applicant does not wish to present additional facts as a basis for review, he shall so state in his request for review. If, on examination of any additional facts submitted, the head of the regional office finds grounds for considering the case further, he may proceed as provided in paragraph 13.[2] Otherwise, he will forward the file promptly to the Deputy Commissioner with a concise statement of the reasons for disapproval or partial disapproval of the application.

(n) *Review of application.*

14. On receipt in the Deputy Commissioner's office, every such request for review will be examined to determine whether or not it makes a prima facie showing of error on the part of the head of the regional office. If in the Deputy Commissioner's judgment it does not do so, the request will be denied. In cases in which a prima facie showing of error has been made, a conference may be granted, if deemed advisable or if requested by the applicant under the conditions set forth in paragraph 9;[2] but no such conference will be arranged until the Deputy Commissioner or his representative has had an opportunity to examine the file and determine whether further consideration of the case is warranted.

(o) *Action by Deputy Commissioner.*

15. If the Deputy Commissioner does not approve a decision of the head of a regional office, he may refer it back to such head for reconsideration, or may modify or reverse it by means of a decision memorandum signed in his own name following the words "By direction of the Commissioner." He will also sign a similar decision memorandum with respect to every application of which he assumes original jurisdiction.

(p) *Effect of modification or reversal.*

16. *Effect of modification or reversal.* If a decision with respect to any application is modified on reconsideration by the head of a regional office, or is modified or reversed by the Deputy Commissioner, such modification or reversal shall, from its effective date, be deemed to be the determination of the Commissioner under § 4001.4 of the general regulations of the Economic Stabilization Director,[3] (§§ 1002.10 and 1002.11 of the Salary Stabilization Regulations);[6] but no reversal or partial reversal of a prior decision approving an application, wholly or in part, shall take effect before the first day of the payroll period immediately following the date of such reversal, and payments for services rendered between the effective date of the prior decision and the effective date of the reversal shall not be held to be in contravention of the Salary Stabilization Regulations, T. D. 5186, except as provided in the last clause of paragraph 10 thereof.

(q) *Purposes of regulations.*

17. *Purposes of regulations.* The purposes of the salary stabilization regulations of the Economic Stabilization Director and the Commissioner, as stated in Executive Order 9250, approved October 3, 1942, are to stabilize the cost of living in accordance with the act of October 2, 1942, and to aid in the prosecution of the war. In order to carry out those purposes, salary rates prevailing on September 15, 1942, should not be increased or decreased unless necessary to correct maladjustments, inequalities or gross inequities, or to aid in the effective prosecution of the war.

§ 809.977aaa *Delegation by Commissioner of Internal Revenue to Secretary of War.* By letter dated December 24, 1942, the Commissioner of Internal Revenue delegated to the Secretary of War the authority to administer the provisions of Executive Order No. 9250, General Regulations of the Director of Economic Stabilization and the Salary Stabilization Regulations as they relate to salary adjustments, which come under the jurisdiction of the Commissioner of Internal Revenue, of all civilian employees employed by the War Department within the continental limits of United States and Alaska, the Army Exchange Service and Government-owned, privately-operated facilities of the War Department. The full text of the letter follows:

DECEMBER 24, 1942.

The Honorable the SECRETARY OF WAR.

MY DEAR MR. SECRETARY: Reference is made to your letter dated December 1, 1942, addressed to the Secretary of the Treasury, wherein it is suggested that an arrangement be adopted so that the Secretary of War may have the authority to administer the provisions of Executive Order No. 9250, General Regulations of the Director of Economic Stabilization and the Salary Stabilization Regulations, as they relate to salary adjustments which come under the jurisdiction of this office, of all civilian positions of the War Department within the continental United States and Alaska. The delegation of authority would also cover salary adjustments for personnel under the Army Exchange Service and in Government owned, privately operated plants. It is further requested that the authority delegated be exercised on behalf of the Secretary of War by the Wage Administration Section in the Civilian Personnel Division Headquarters, Services of Supply. Under the plan suggested the Wage Administration Section would have authority to act on cases covered by the policies of this office and will present to the Commissioner of Internal Revenue a request for a decision on any case not so covered. There was attached to your letter a Wage Administration Manual for ungraded civilian jobs.

In accordance with your request, there is hereby delegated to the Secretary of War, as the agent of the Commissioner, to be exercised on his behalf by the Wage Administration Section within the Civilian Personnel Division, Headquarters, Services of Supply (hereinafter referred to as the War Department Agency) authority to rule upon all applications for salary adjustments (insofar as approval thereof has been made a function of the Commissioner of Internal Revenue) covering civilian employees within the continental limits of the United States and

[1] §§ 809.977p, 809.977r and 809.977s.

[2] For delegation by the Commissioner to the Secretary of War as to certain salary adjustments see § 809.977aaa.

[1] Paragraphs (d), (e), (f) and (h).

[2] Paragraph (h).

[3] § 809.976d.

[4] §§ 809.977m and 809.977n.

[5] Paragraphs (m) and (n).

[1] Paragraph (k).

[2] Paragraphs (m) to (o).

[3] § 809.976d.

[4] §§ 809.977m and 809.977n.

[1] Paragraph (h).

[2] Paragraph (l).

[3] Paragraph (m).

[4] § 809.976d.

[5] § 809.977m and 809.977n.

Alaska, employed by the War Department, the Army Exchange Service and Government owned, privately operated facilities of the War Department.

This delegation is subject to the following conditions:

1. The War Department Agency, without making initial ruling thereon, may refer to the Commissioner of Internal Revenue for decision any case which in the opinion of the agency presents doubtful and disputed questions of sufficient importance to warrant direct action by the Commissioner.

2. The War Department Agency shall transmit to the Commissioner of Internal Revenue copies of its rulings and rules of procedure as they are issued and such additional data and reports as the Commissioner may from time to time deem necessary.

3. Any ruling by the War Department Agency shall be final, subject to

(a) the Commissioner's ultimate power to review rulings on his own initiative;

(b) the right of any aggrieved party to take an appeal to the Commissioner from the ruling of the War Department Agency within a period of ten days after the date of such ruling. An appeal shall be filed with the War Department Agency to be forwarded to the Commissioner for action.

Any ruling by the War Department Agency shall be deemed to be the act of the Commissioner of Internal Revenue, unless and until reversed or modified by him, and any such reversal or modification shall take effect from the date recited in the order of modification or reversal.

4. Any ruling of the War Department Agency under this delegation of authority shall be effective from the date of the receipt of the application for salary adjustment and in no case should the War Department Agency issue a ruling which would have a retroactive effect; except, however, in those cases where a salary adjustment was made in good faith and consistent with the provisions of Executive Order No. 9250, prior to the date of this letter, retroactive approval may be made if the application for approval is filed with the War Department Agency on or before January 15, 1943.

5. The "Government owned, privately operated facilites of the War Department" which are to be subject to the terms of this delegation shall be only those which are named in lists furnished from time to time to the Commissioner of Internal Revenue by the War Department Agency. The Commissioner of Internal Revenue may at any time, upon at least seven days' notice to the War Department Agency, strike from the list any facility if the Commissioner of Internal Revenue believes that the policies of the Executive Order No. 9250, the regulations promulgated by the Economic Stabilization Director and those of the Commissioner of Internal Revenue require that the Commissioner of Internal Revenue act directly upon the wage and salary adjustments of such facility.

Since the Wage Administration Section in the Headquarters, Services of Supply, has the technical staff and has made the necessary preparation to apply the provisions of the Executive Order No. 9250 and the regulations throughout the War Department, it is believed that the foregoing delegation of authority will aid in the expeditious handling of the salary adjustment program.

Very truly yours,

GUY T. HELVERING,
Commissioner.

(a) *Government-owned, privately-operated facilities.* The Government-owned, privately-operated facilities embraced within the delegation to the War Department Agency from the Commission of Internal Revenue are identical with those covered by the delegation from the National War Labor Board to the War Department Agency. For the names of such Government-owned, privately-operated facilities see § 809.980n (b).

§ 809.978 *Wage stabilization policy of the National War Labor Board.* The policy directive given the National War Labor Board by Congress and by the President is clear. Under that directive, the Board will act on the presumption that wage rates prevailing on September 15, 1942 are proper. The Board will grant wage increases over the level prevailing on September 15, 1942 only in exceptional cases and in accordance with the following paragraph of Executive Order No. 9250 of October 3, 1942:

> The National War Labor Board shall not approve any increases in the wage rates prevailing on September 15, 1942, unless such increase is necessary to correct maladjustments or inequalities, to eliminate substandards of living, to correct gross inequities, or to aid in the effective prosecution of the war.

The National War Labor Board will examine carefully each claim for such exceptional treatment before approving any increase. In considering specific cases, the Board will be guided by the following general principles. The application of these principles by regional directors will be subject to all general orders of the Board and to its announced rules of procedure.

1. *Maladjustments.* If a group of employees has received increases amounting to 15% in their average straight-time rates over the level prevailing on January 1, 1941, the Board will not grant further increases as a correction for maladjustments.

Beginning about January 1, 1941 a race between wages and prices began. Between that date and May, 1942, when the President's seven point program to stabilize the cost of living was announced, the cost of living had risen 15% as measured by the general index of the Bureau of Labor Statistics.

In the same period, very considerable but varying increases in wage rates were made. The irregularity of wage increases caused many maladjustments in the wage relationships between different plants and industries. A substantial majority of industrial workers had received more than 15% increase; some had received less.

To correct these maladjustments, the Board will consider requests for general increases in straight-time rates up to 15% above the level prevailing on January 1, 1941. This policy sets a terminal point for general wage increases. It is not applicable to individual workers or to employees in particular job classifications. It will be applied only to groups composed of all the employees in a bargaining unit, in a plant, a company, or an industry, depending upon the circumstances of each case.

Adjustment of wage rates to correct maladjustments may be made by regional directors: *Provided, however,* That their authority in this regard will be limited to cases arising in those industries which have been specifically designated by the Board, and if in the judgment of a regional director a wage adjustment for the correction of a maladjustment would act to unstabilize wages, the case shall be referred by him to a tripartite regional panel.

A list of designated industries is attached hereto and may be enlarged or modified by the Board from time to time. Any proposed wage adjustments in industries not listed must be referred to the National War Labor Board at Washington for action.

2. *Inequalities and gross inequities.* The wage rate inequalities and the gross inequities which may require adjustment under the stabilization program are those which represent manifest injustices that arise from unusual and unreasonable differences in wage rates.

Wage differentials which are established and stabilized are normal to American industry and will not be disturbed by the Board.

The Board itself will review cases where evidence is submitted to show that existing differences in wage rates are so discriminatory as to make their continuance a manifest injustice. Such evidence may be submitted to the regional director. If the regional director is satisfied that the evidence submitted so justifies, the claim may then be transmitted to the National War Labor Board in Washington for consideration.

3. *Substandards of living.* In the President's message of April 27, 1942 and again in the Executive order of October 3, 1942, the word "substandard" is used with reference to the need for eliminating substandards of living. The National War Labor Board has dealt with but a very few cases in which the substandard issue has been a factor. Therefore, the Board is not in a position at this time to enunciate a general policy to govern the adjustment of wages to eliminate substandards of living. The Board will not undertake to measure substandards of living by any fixed wage rate.

Such cases involving substandards of living as may arise will be considered by the Board on their individual merits until sufficient experience has accumulated to permit the statement of a more general policy.

4. *Effective prosecution of the war.* Under Executive Order 9250, the National War Labor Board may approve any increase of the wage rates prevailing on September 15, 1942 if such an increase is necessary "to aid in the effective prosecution of the war." Every adjustment in September 15, 1942 wage levels that the Board may make will be, in its judgment, for a more effective prosecution of the war.

The National War Labor Board will not approve wage increases for the purpose of influencing or directing the flow of manpower.

When in a particular case management and labor, in cooperation with the War Manpower Commission and other government agencies, have taken concerted action to solve a manpower need, the Board will consider a request in that case to correct whatever inequalities or gross inequities may then need correction.

(a) *Policy directive clarifying Executive Order 9328.* Executive Order No. 9328 was issued April 8, 1943. (See § 809.984). On May 12, 1943, the Director of Economic Stabilization issued a policy directive clarifying and defining the basis of the War Labor Board in making wage adjustments under that order. The text of the directive follows:

> Executive Order No. 9328, dated April 8, 1943, is hereby supplemented under Section 5 as follows:
>
> 1. In order to provide clear-cut guides and definite limits as a basis for correcting substandards of living, and as a basis for permitting the Board to make within the existing price structure and within existing levels of production costs, minimum and non-inflationary adjustments which are deemed necessary to "aid in the effective prosecution of the war or to correct gross inequities" within the meaning of Section 1 of the Act of October 2, 1942, the Board is authorized to establish as rapidly as possible, by occupational groups and labor market areas, the wage-rate brackets embracing all those various rates found to be sound and tested going rates. All the rates within these brackets are to be regarded as stabilized rates, not subject to change save as permitted by the Little Steel Formula. Except in rare and unusual cases in which the critical needs of war production require the setting of a wage at some point above the minimum of the going wage bracket, the minimum of the going rates within the brackets will be the point beyond which the adjustments mentioned above may not be made. The careful application of these wage-rate brackets to concrete cases within the informed judgment of the War Labor Board will strengthen and reinforce the stabilization line to be held. Maladjustments between wages and the cost of living will be considered by the Board only for the purpose of correcting substandard conditions of living, or determining adjustments within the 15% limit of the Little Steel Formula. In connection with the approval of wage adjustments necessary to eliminate substandards of living or to give effect to the Little Steel Formula or in connection with the adoption of a longer work week, the Board may approve wage or salary adjustments for workers in immediately interrelated job classifications to the extent required to keep the minimum differentials between immediately interrelated job classifications necessary for the maintenance of productive efficiency.
>
> 2. All wage adjustments made by the Board which may furnish the basis either to increase price ceilings or to resist otherwise justifiable reductions in price ceilings, or if no price ceilings are involved which may increase the production costs above the level prevailing in comparable plants or establishments, shall become effective only if also approved by the Economic Stabilization Director. The Board shall cooperate with the Office of Price Administration or such other agency as the Economic Stabilization Director may designate with a view to supplying the Economic Stabilization Director with the data necessary to judge the effect of any proposed wage adjustment on price ceilings and the levels of production costs.

(b) *Statement of Director of Economic Stabilization regarding policy directive of May 12, 1943.* In issuing the general policy directive, the Director of Economic Stabilization stated:

> 1. The directive makes clear that alleged maladjustments between the cost of living and existing wage schedules will be considered by the Board only to the extent necessary to eliminate substandard conditions of living or to determine wage adjustments within the 15% limit of the Little Steel Formula.
>
> 2. The directive makes clear the ancillary authority of the Board to make wage adjustments to keep the minimum differentials between immediately interrelated job classifications necessary to maintain productive efficiency.
>
> This authority is needed to enable the Board to avoid intraplant inequities which would otherwise be created by wage adjustments ordered by the Board to eliminate substandard conditions of living or to satisfy the Little Steel Formula.
>
> Similar adjustments for immediately interrelated salary job classification may be necessitated, and are authorized, when a longer work week is adopted which creates a maladjustment between the pay of workers on an hourly basis and those on a salary basis.
>
> Adjustments of this character, however, are to be so staggered as to avoid the need for adjustment in higher wage or salary brackets.
>
> 3. The directive also makes clear the authority of the Board to make wage adjustments within the existing price structure and within existing levels of production for the purpose of stabilizing wage schedules for recognized categories of employments in various labor markets. It does not permit adjustments to correct "inequalities" which were permitted by the Executive Order of October 3, 1942. It does, however, permit the Board to make adjustments in accordance with the language of the Act of Congress of October 2, 1942, "to aid in the prosecution of the war or correct gross inequities", provided such adjustments do not increase prices or increase production costs. Such adjustments, except where necessary to eliminate substandard conditions of living or to give effect to the Little Steel Formula, are not to bring the wages of the worker affected above the minimum of the going rates for comparable work in comparable plants or establishments in the same labor market.
>
> In rare and unusual cases where critical war production cannot otherwise be obtained, the minimum of the pre-existing going rates may be stepped up to the next lowest of the going rates for other most nearly comparable work in the same labor market. A good example of such a case is the situation found in the canning and first processing of perishable foods and feeds industries in a number of localities where the necessary seasonal labor to process this year's crops cannot be recruited on the basis of last year's obsolete wage schedules. On May 10th a special directive was issued to deal with this situation.
>
> Apart from the rare and exceptional case, adjustments to the minimum of the applicable going rates are to be made, not to increase existing wage schedules, but only to bring obvious and sporadic stragglers into line.
>
> 4. The directive again makes clear that any wage adjustments which may furnish the basis either to increase price ceilings or to resist otherwise justifiable reductions in price ceilings, or if no price ceilings are involved which may increase the production costs above the level prevailing in comparable plants or establishments, cannot become effective until approved by the Economic Stabilization Director.

§ 809.978a *List of designated industries referred to in § 809.978.* Abrasives; aircraft; automobiles; chemicals and allied products; cotton manufactures; dyeing and finishing textiles; footwear; iron and steel and their products; leather; logging; machinery; meat products; metal mining; nonferrous metals and their products; nonmetallic mining and quarrying; petroleum, coal and natural gas products; petroleum and natural gas production; planing mills; professional and scientific instruments, photographic apparatus and optical goods; railroad equipment; rayon manufactures; refractories products; rubber-products; sawmills; street and suburban railways and buses; surgical, medical and dental instruments, equipment, and supplies; tobacco products; woolen and worsted manufactures; work clothing.

§ 809.979 *Jurisdiction and procedure of Regional War Labor Boards.* On April 5, 1943, the War Labor Board created twelve Regional War Labor Boards and outlined the jurisdiction of these Regional Boards and the procedure to be followed in matters within their jurisdiction. This information is contained in the succeeding paragraphs.

(a) *Constitution of regions and Regional War Labor Boards.* (1) A Regional War Labor Board has been established in each of the following regions:

Region I: Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island. 209 Washington Building, Boston, Mass.

Region II: New York, the Northern part of New Jersey (including following counties: Sussex, Passaic, Bergen, Warren, Morris, Essex, Hudson, Union, Middlesex, Somerset, Monmouth, Hunterdon). 220 E. 42d Street, New York, N. Y.

Region III: Pennsylvania, Maryland, Delaware, District of Columbia, Southern part of New Jersey (including following counties: Mercer, Ocean, Burlington, Atlantic, Camden, Gloucester, Salem, Cumberland, Cape May). Room 428 Stephen Girard Building, 21 S. 12th Street, Philadelphia, Pa.

Region IV: Virginia, Tennessee, North Carolina, Mississippi, Alabama, Georgia, South Carolina, Florida. 116 Candler Building, Atlanta, Ga.

Region V: Ohio, Kentucky, West Virginia. 3d Floor, Guardian Building, 629 Euclid Avenue, Cleveland, Ohio.

Region VI: Illinois, Indiana, Wisconsin, Minnesota, North Dakota, South Dakota. 222 W. Adams Street, Room 533, Chicago, Ill.

Region VII: Missouri, Arkansas, Kansas, Iowa, Nebraska. 11th Floor, Fidelity Building, 911 Walnut Street, Kansas City, Mo.

Region VIII: Texas, Oklahoma, Louisiana. 9th Floor, New Mercantile Bank Building, Dallas, Texas.

Region IX: Colorado, New Mexico, Utah, Wyoming, Idaho, Montana. 504 Boston Building, Denver, Colo.

Region X: California, Nevada, Arizona. 1355 Market Street, San Francisco, Calif.

Region XI: Michigan. Room 1164 Penobscot Building, Detroit, Mich.

Region XII: Washington, Oregon, Alaska. White Henry Stewart Building, Seattle, Wash.

(2) Each regional war labor board consists of the following members appointed by the National War Labor Board:

(i) Representatives of labor, four of whom are to be available for service with the regional war labor board at any given time.

(ii) Representatives of industry, four of whom are to be available for service with the regional war labor board at any given time.

(iii) Representatives of the public, four of whom are to be available for service with the regional war labor board at any given time. There is a chairman and one or more vice-chairmen, designated by the National War Labor Board from among full-time members.

(3) Six members constitute a quorum and 12 constitute full attendance; the composition at any given time is to be equally tripartite.

(4) The National War Labor Board, after considering the recommendations of the regional war labor boards, appoints tripartite panels in appropriate places throughout the regions to serve in dispute cases, as hereinafter described.

(5) The staff of each regional war labor board consists of a wage stabilization director, a disputes director, a regional attorney, and such other assistants as the National War Labor Board may approve. The staff is under the general supervision of the regional war labor board.

(6) Regional representatives designated by the Director of the U. S. Conciliation Service of the Department of Labor act as liaison officers between each regional war labor board and the U. S. Conciliation Service.

(b) *Procedure in dispute cases not involving wages or salaries.* (1) If the National War Labor Board refers a labor

dispute over which it has obtained jurisdiction to a Regional War Labor Board, the Regional War Labor Board to which the case is referred will be notified and a formal certification, together with all other available data and reports, will be transmitted to it.

(2) Upon receipt of the certification, the case will be considered by a New Case Committee of the Regional War Labor Board, composed of the chairman or vice-chairman, one industry, and one labor member, and the disputes director. The New Case Committee, in determining what action to take, will consult with the regional representative of the Conciliation Service. If the committee does not consider the case ready for a hearing, it may refer the case back to the parties for further negotiation or to the regional representative of the Conciliation Service for further information or further investigation or conciliation. If the case is deemed ready for a hearing, the committee will designate a tripartite panel to hear the case. The labor representative on the panel shall be of the same affiliation (AFL or CIO) as the union involved. If an independent union is involved, the labor representative on the panel shall be associated with another independent union. If the parties agree to have the case heard by a single person, the Regional War Labor Board will designate one of the public panel members or some other suitable person to hear the case. Wherever the term "panel" is hereafter used, it will be deemed to include a single hearing officer in the cases just mentioned.

(3) If a case is assigned to a panel, the panel shall advise the parties that they may if they so desire, submit their evidence and argument in writing. If the parties mutually agree in writing to such a presentation, the disputes director shall transmit to them any requests for information required by the panel and shall advise them of the procedure to be followed in submitting their case. If the parties do not agree to present their case in writing, a public hearing shall be held in accordance with the Rules of Procedure of the National War Labor Board.

(4) Any member of the regional board who in a particular case serves as a hearing officer or on a panel shall be disqualified from participating in any other capacity in any further proceedings in the case.

(5) If the panel's report is unanimous, the Regional War Labor Board will not, save in exceptional cases, hear argument upon the matter but will proceed to a decision. If the report is not unanimous, the Regional War Labor Board may in its discretion hear argument upon the case before reaching a decision.

(6) Any Regional War Labor Board may certify to the National War Labor Board any case, or any question in any case, upon which it desires the National War Labor Board's decision; but the National War Labor Board may in its discretion reject such certification and require the Regional War Labor Board to decide the case or the particular question, with or without a subsequent review by the National War Labor Board.

(7) At any time before its decision of a dispute case, the Regional Board may, upon the request of a party or upon its own motion, order a further hearing to be held before the board or a panel for the purpose of receiving evidence not introduced at any prior hearing in the case. The conduct of such hearing shall be governed by the rules of procedure of the National War Labor Board.

(c) *Procedure in dispute cases and in arbitration proceedings involving wages or salaries.* The procedure will be the same as in other dispute cases (see paragraph (b), except as follows:

(1) If an agreement between the parties calling for a wage or salary adjustment is brought about, the conciliator assigned to the dispute or the panel chairman or the hearing officer, as the case may be, will file the agreement directly with the appropriate regional wage stabilization director together with a completed application Form 10, which he will assist the parties in preparing. Conciliators, through the regional representative and panels will be at liberty in all cases to consult the regional wage stabilization director in advance of any settlement regarding the application to the particular situation of the Board's wage stabilization policy.

(2) If an agreement to refer the wage or salary question to arbitration is brought about, whether as a result of conciliation or without it, and the arbitrator's award provides for a wage or salary adjustment, a copy of the award, together with all of the information submitted to the arbitrator relating to the wage or salary issue, shall be filed by the arbitrator directly with the regional board at the same time that it is issued to the parties. Arbitrators shall consult the regional wage stabilization director in advance of any award, regarding the application to the particular situation of the Board's wage stabilization policy.

(3) If an agrement calling for an adjustment has been reached the procedure therefore will be the same as in voluntary wage and salary adjustment cases. If the case has resulted in an arbitration award, the procedure will be that set forth in the Arbitration Policy of the National War Labor Board. A ruling of the National Board approving, modifying, or disapproving the award shall have the same effect, and be subject to the same provisions for stay and review, as similar rulings of the National Board on an application for the approval of a voluntary wage or salary adjustment. In all cases the conciliator, hearing officer, or panel chairman should remind the employer that he should promptly upon receiving the award or report (and without waiting for the Board's decision) apply to the Office of Price Administration for price relief if he intends to make any order requiring increased payment of wages and salaries the basis for asking such relief.

(d) *Procedure in voluntary wage and salary adjustment cases.* This procedure is set forth in paragraphs (e) to (h).

(e) *The handling of preliminary inquiries about jurisdiction.* (1) An employer or a union or an employee, or a group of employees not represented by a union) directly concerned in a proposed wage or salary adjustment, may, jointly or separately, ask the nearest designated officer of the Wage and Hour and Public Contracts Division of the United States Department of Labor in the region (hereinafter referred to as the Wage and Hour Office) for a ruling as to whether the proposed adjustment may be made without Board approval. The request for a ruling, if filed by the employer alone, shall state whether there is a duly recognized or certified collective bargaining agent for any or all of the affected employees which has not joined with the employer in the request for the ruling, and if so, the name and address of such collective bargaining agent. If filed by a union, or on behalf of any or all of the employees, without joinder by the employer, the request for ruling shall state the name and address of the employer. If the request for a ruling affects any employees represented by a duly recognized or certified collective bargaining agent, and the employer or the collective bargaining agent has not joined in the request, a copy of the request for the ruling and the ruling shall, after the ruling has been made, be sent to the employer or the collective bargaining agent, whichever has not joined in the request, and to the appropriate regional attorney by the Wage and Hour Office.

(2) If said ruling is that the proposed wage or salary adjustment may be made without approval of the Board:

(i) The ruling shall be deemed to be authoritative and shall remain in effect unless reversed as provided below.

(ii) If, on receipt of the ruling from the Wage and Hour Office, it is reversed by the regional attorney (after consultation, where necessary, with the regional wage stabilization director), the Wage and Hour Office shall be notified promptly, and it shall immediately notify the person or persons who made the inquiry that the adjustment requires approval. If in the meantime the employer has made the adjustment, relying upon the ruling by the Wage and Hour Office that it did not need approval:

(*a*) The adjustment may be continued in effect for a period of ten days following the notification by the Wage and Hour Office, within which period the employer may file with the Wage and Hour Office (jointly with a duly recognized collective bargaining agency, or by himself, as subsequently provided), an application for approval of the adjustment and

(*b*) If such an application is so filed, the adjustment may be further continued in effect until and unless it is finally disapproved. Such disapproval shall take effect only from the date of the issuance of the order of disapproval.

(iii) If the Wage and Hour Office to which an inquiry has been addressed rules that the proposed adjustment cannot properly be made without approval, the ruling shall be deemed to be authoritative. The person or persons who made the inquiry may seek from the regional attorney, by written petition filed within 10 days after the ruling of the Wage and Hour Office, a reversal of the ruling.

The regional attorney's ruling (after consultation, where necessary, with the regional wage stabilization director) on the question so submitted shall be final and shall be transmitted to the applicant and to the other parties, if any, required by subparagraph (1), through the Wage and Hour Office.

(f) *The filing of applications for approval of wage or salary adjustments.* (1) Each application for approval of proposed voluntary wage or salary adjustments (other than those described in paragraph (c)) shall be filed with the nearest Wage and Hour Office in the region. All applications shall be made upon appropriate forms prepared by the National War Labor Board.

(2) Such applications may be of two kinds. The first kind, in which approval is sought of an adjustment agreed upon by the parties, may be signed by any party (or jointly by any or all the parties) to the contract. The application shall state whether all the parties to the contract have signed the application and shall state the name and address of each party who has not signed the application. If there be any such party who has not signed, the Wage and Hour Office at which the application was filed shall, as agent of the Board, before acting on the application, send said party a notice of the application. The notice shall request the party to state whether he contests the fact of the contract having been made. If, within seven days of the sending of the notice, he has not filed a statement contesting such fact or if he files a statement admitting it, the application will then be acted upon. If he contests the fact of the contract having been made, the matter will be determined to be a dispute case and the application Form 10 will be returned to the party which filed the application, and a copy of the letter returning the application will be sent to the contesting party, unless (i) the contract was in writing (ii) the writing or a certified or otherwise authenticated copy thereof has been produced, and (iii) the Wage and Hour Office is satisfied that no substantial question exists as to the party being a party thereto. Where the Wage and Hour Office is so satisfied, it shall rule accordingly and proceed with the handling of the application. The ruling may be reviewed (on petition of the protesting party) by the regional attorney when the application is transmitted to the regional war labor board under subparagraph (7) below. His ruling shall be final.

(3) The second kind of application, in which an employer on his own initiative wishes to make a wage or salary adjustment, shall be signed either (i) jointly by the employer and a duly recognized collective bargaining agent for any or all of the employees who are to be affected by the proposed wage or salary adjustment, or (ii) by the employer alone. In either case the application shall state whether or not there is a duly recognized collective bargaining agent (for any or all of the affected employees) which has not joined with the employer in the application. If it appears that there is such an organization which has not so joined, the Wage and Hour Office at which the application was filed shall, before acting on the application, send to the appropriate local officials of such organization a notice of the application, requesting the organization, if it has any objections to the application being acted upon, so to inform the office. If no such objections are filed within seven days of the sending of the notice, or if the organization in question states that it has no objections, the application will then be acted upon. If objections are made within said period, the matter will be determined to be a dispute case and the application Form 10 will be returned to the party which filed it and a copy of the letter returning the application will be sent to the contesting party. No action shall, however, be taken by the Regional Board on any application after the National Labor Relations Board or a similar State agency has ordered the holding of an election to determine the status of a labor organization as the collective bargaining agent of any of the employees involved in the application. As used here the term "duly recognized collective bargaining agent" refers either to a labor organization which has actually been recognized by the employer for the purpose of collective bargaining or to a labor organization which has been certified by the National Labor Relations Board or a similar State agency where the legal result of such certification is that the employer is obligated to bargain with the union. Where a labor organization has not been duly recognized or certified, it may not receive a copy of the application, but upon inquiry it shall be told whether or not an application has been filed.

(4) In cases where the employer has signed or joined in signing an application for approval of a wage or salary increase he shall state in the application whether he intendes to make the proposed increase, if approved, the basis of the application to the Office of Price Administration for an adjustment of his maximum prices or for an amendment of the regulations establishing those prices.

(5) In cases where the employer has not signed or joined in signing an application for approval of a wage or salary increase, he shall be requested in the notice of the filing of the application sent to him by the Wage and Hour Office to state whether he intends to make the proposed wage or salary increase, if approved, the basis of an application to the Office of Price Administration for an adjustment of his maximum prices or for an amendment of the regulations establishing those prices. He shall be asked to make this statement (i) within seven days of the sending of said notice or (ii), if (as described in subparagraph (2) above) he contests the fact of the agreement or arbitration award having been made, within seven days of any ruling by the Wage and Hour Office finding him to be a party to said agreement.

(6) If the employer states that he intends to make the proposed wage or salary increase, if approved, the basis of an application to the Office of Price Administration for an adjustment of his maximum prices or for an amendment of the regulations establishing those prices, (i) his statement shall be entered in an appropriate place on the application before the application is acted on by the regional wage stabilization director as provided below, and (ii) the employer will be required to furnish further information, the nature and effect of which will be set forth under paragraph (j).

(7) When an application has been submitted to a Wage and Hour Office and no preliminary inquiry about jurisdiction has been made under paragraph (e) above, the office shall first make certain that the application needs approval. If the office believes that approval is not or may not be required by the applicable regulations and orders, the office shall proceed exactly as if the applicant had asked for a preliminary ruling on jurisdiction. If no jurisdictional question is involved or if such a question has been cleared up under paragraph (e) above, the Wage and Hour Office shall see that appropriate forms are fully and accurately filled out and shall transmit them to the regional wage stabilization director of the appropriate regional war labor board.

(8) Upon receipt of the application, the regional wage stabilization director, acting in collaboration with the regional attorney, shall first make certain that the application requires Board approval (unless this question has already been ruled upon and determined under paragraph (e) above). If it is determined by the regional attorney that the application does not require Board approval, a written ruling to that effect shall be made and copies sent to the applicant or applicants. If it is determined that the application requires Board approval, it shall be acted upon as provided in paragraph (i) below. In any case, the regional wage stabilization director may, before acting, obtain further needed information informally from the applicant or applicants, from the Wage and Hour Office, from the United States Bureau of Labor Statistics, or any other source or refer the application back to the Wage and Hour Office for such information as he may specify. In cases where the application reveals that the employer intends to make the proposed increase the basis of an application to the Office of Price Administration for an adjustment of his maximum prices or for an amendment of the regulations establishing those prices, the Regional Wage Stabilization Director shall send a copy of the application to the Office of the Economic Advisor, Office of Price Administration, Washington, D. C.

(g) *Application by Employers' Association for approval of wage or salary adjustment.* (1) Application for approval of a wage or salary adjustment may be made on a form approved by the National War Labor Board on behalf of more than one employer by an employers' association or other similar organization. Such an application may be executed by the appropriate representative of the association or other similar organization acting on behalf of all such employers.

(2) The application shall state, in addition to the other matters required by

paragraphs (e) to (h) the name and address of each employer on whose behalf it is made and who has not signed the application and shall be accompanied by (i) a written statement by each such employer stating that the association has been authorized to file the application on the employer's behalf, or (ii) a certification by the association that it is duly authorized to file the application on behalf of the employers covered thereby or (iii) a duly authenticated copy of the by-laws or regulations of the association, or an agreement or other document demonstrating its authority to file the application on behalf of the employers covered thereby. The application shall be filed with the Wage and Hour office, in the city where the association or other similar organization customarily carries on its wage or salary negotiations.

(3) The application shall be accompanied by individual statements which shall contain for each employer the information required by the National War Labor Board's Form No. 10, except that, where such information is identical for all or some of the employers, an appropriate consolidated statement containing such information may be filed with the application.

(4) In all other respects the procedure herein set forth shall obtain, and the word "employer" wherever used herein, shall, for the purpose of this section, include, "employers' association or other similar organization".

(h) *Single application by employer with plants or establishments in more than one region.* (1) In the case of an employer with plants or establishments in more than one region, a single application may be filed covering employees in all or some of such plants or establishments.

(2) The application may be filed at the regional Wage and Hour Office in the region where the employer maintains his principal place of business.

(3) The application shall be accompanied by individual statements which shall contain for each plant or establishment covered by the application all the information required by the National War Board's Form No. 10, except that the regional director of the Wage and Hour Office may, in appropriate cases and for good cause shown, modify this requirement so as to provide for one or more consolidated statements covering all or some of the plants or establishments.

(4) Upon receipt of the application, together with such statements, the said regional director of the Wage and Hour Office, if not satisfied that sufficient data and information have been presented with respect to each plant or establishment, may require the applicant to submit additional data or information or may refer any statement relating to a particular plant or establishment not in his region to the appropriate regional director of the Wage and Hour Office for such additional data or information as may be necessary.

(5) When the regional director of the Wage and Hour Office is satisfied that sufficient data and information have been presented, he shall transmit the application, together with the statements and all other pertinent information, to the appropriate regional war labor board which shall inform other affected regional war labor boards and shall act on the application unless it determines that due to the scope of the employer's operations, or because of important policy questions, the application should be referred to Washington.

(6) In all other respects, the procedure herein set forth shall obtain.

(i) *Disposition of applications for approval of wage or salary increases in which the application indicates that no price relief will be sought if approval is granted.* (1) In cases where he is authorized so to do by orders or regulations of the National War Labor Board, the regional wage stabilization director shall rule upon the application, subject to the rights of review hereinafter set forth and subject to his right to refer any case for decision with his recommendation to the regional war labor board, if he believes that the case is sufficiently important from a stabilization point of view or presents sufficiently serious and doubtful questions of interpretation of policy to justify such action.

(2) If the regional wage stabilization director disapproves the application (or approves a lesser increase than that requested), the applicant, or any applicant if there be more than one, may within ten days after the date of the issuance of the ruling file with the regional war labor board a petition for a review by that board of the action of the regional wage stabilization director. Upon receipt of such a petition the regional board shall rule upon the application on the basis of the entire record of the case and such other information as may be available to it.

(3) Copies of all rulings made by regional wage stabilization directors shall be promptly filed with the chairman of the regional war labor board, whose duty it will be to lay before the regional war labor board for such action as it may care to take all rulings which involve serious questions of policy. Copies shall also be promptly filed with the National War Labor Board's wage stabilization division together with such additional information as the division may require for purposes of review.

(j) *Disposition of applications for approval of wage or salary increases in which the applicant states that he intends to make the proposed wage or salary increase, if it is approved, the basis of an application to the Office of Price Administration for an adjustment of the maximum prices or for an amendment of the regulations establishing those prices.* The procedure shall be the same as in the cases described under paragraph (i) above except that:

(1) A copy of the application shall be sent by the regional wage stabilization director to the Offiffice of the Economic Advisor, Office of Price Administration, Washington, D. C. Copies of any forms which the employer has filled out, pursuant to the requirement of the Office of Price Administration (and which have been supplied for that purpose by said Office to the Wage and Hour Offices) shall be sent at the same time as the copy of the application to the Office of Price Administration.

(2) In those cases where the Office of Price Administration determines that the proposed wage or salary adjustment will not require an adjustment of the employer's prices or an amendment of the regulations establishing those prices, the Regional War Labor Board will be so notified. In cases where such notice has been received, the ruling of the regional stabilization director or of the regional war labor board may be made effective without further reference to the Office of Price Administration or the Office of Economic Stabilization.

(3) In those cases where the Office of Price Administration determines that approval of the wage or salary increase will necessitate an adjustment of the employer's prices or an amendment of the regulations establishing these prices, the regional war labor board will be so notified. In such cases, if the application for a wage or salary increase is approved, the ruling shall state that it will become effective only on final approval by the Economic Stabilization Director, as required by the provisions of Executive Order No. 9250.

(4) Unless the regional war labor board has been notified as in (2) above, copies of every ruling shall be sent to the Office of the Economic Advisor, Office of Price Administration, Washington, D. C.

(k) *Authority of regional war labor boards.* A description and the extent of this authority is set forth in paragraphs (l) through (s).

(l) *Applications for approval of voluntary wage or salary adjustments.* (1) Each Regional War Labor Board shall have authority to approve or disapprove applications for voluntary wage or salary adjustments.

(2) Each such ruling shall be final, subject only to the National War Labor Board's right to review on its own initiative, or on a petition for review, as provided for in paragraph (n). Any reversal or modification of such ruling by the National War Labor Board shall take effect only from the date of its issuance, provided, however, that if a ruling denying an application for permission to make a wage or salary adjustment is overruled, the final ruling of the National War Labor Board shall incorporate as the effective date of the adjustment the date specified in the application or such other date as the National War Labor Board shall specify.

(3) Copies of all such rulings and of any accompanying opinions (together with such other material as the Wage Stabilization Division may require) shall, when issued, be filed with the National War Labor Board.

(4) Rulings of the Regional Board on voluntary applications for approval of wage or salary adjustments shall take effect when issued to the parties. Such rulings may be issued to the parties when made unless two or more public members of the Regional Board who dissent from a ruling request that the issuance of the ruling or any specified portion thereof be stayed and at the same time state the reasons for their request. In such event the ruling or the specified portion thereof and the accompanying request shall immediately be transmitted by the Regional Board to the National War Labor Board and may be issued to the parties only upon the expiration of ten days after its receipt in Washington, unless (i) the ruling is earlier approved by the Board or (ii) within such ten-day period the National War Labor Board sets the case down for review. In the latter event the Executive Assistant to the National War Labor Board shall communicate the National Board's action to the Regional Board, and the requested stay shall continue in effect until the case is finally disposed of. If only a specified portion of a ruling is asked to be stayed, as herein provided, the Regional Board may, in its discretion, issue to the parties any other unrelated provisions of the ruling at any time after the ruling is made.

(m) *Directive orders in dispute cases.* (1) Regional War Labor Boards are authorized to issue directive orders in dispute cases in conformity with the policy of the National War Labor Board. Each such directive order shall bear the date of its actual issue and shall be issued to the parties when made. The issuance of any provision of a directive order, however, which relates to a wage or salary adjustment, may be stayed if two or more public members of the Regional Board dissent from the provision and request that its issuance be stayed. In such event a copy of the directive order and the request for the stay, together with a statement of the reasons for such request, shall be immediately transmitted to the National War Labor Board. The provision so sought to be stayed shall not be issued to the parties until the expiration of ten days after receipt in Washington of the request for the stay, unless (i) the issuance of such provision is earlier approved by the National War Labor Board or (ii) within such ten day period the National War Labor Board sets the case down for review. In the latter event, the Executive Assistant to the National War Labor Board shall communicate the Board's action to the Regional Board, and the stay shall continue in effect until the case is finally disposed of.

(2) If after the issuance of a directive order no timely petition for review is filed (as provided in paragraph (n)), and if the National War Labor Board within such a period does not review the order on its own motion, the order shall on the day following the last day for filing such a petition stand confirmed as the order of the National War Labor Board and shall immediately be effective according to its terms: *Provided*, That the National War Labor Board may at any time prior to the expiration of the time for the filing a petition for review make such an order, or any part thereof, immediately effective pending any further proceedings. If a timely petition for review of a directive order of a Regional Board is filed by a party, or if the National War Labor Board reviews such an order on its own motion, the entire order shall be suspended, unless and until the National War Labor Board directs, or has directed, otherwise, or unless the parties otherwise agree. However, the date of expiration of the escape period fixed in a directive order of a Regional Board granting a maintenance of membership provision shall not be affected by the filing of a petition for review of this or any other provision of the order. If only a part of the order is sought to be reviewed, any party may petition the National War Labor Board to make the rest of the order immediately effective according to its terms. The parties may in any case mutually agree upon the date when the order, or any part thereof, shall take effect, except that where a wage or salary adjustment is made subject to the approval of the Economic Stabilization Director the parties may not by their agreement make such adjustment effective prior to the date of such approval.

(3) Copies of all directive orders and of any accompanying opinions (together with such other material as the Wage Stabilization Division may require) shall, when issued, be filed with the National War Labor Board.

(n) *Petitions for review.* Within fourteen days after a regional board mails to a party a directive order in a dispute case, or a ruling denying or modifying an application for approval of a voluntary wage or salary adjustment, such party may mail to the Regional Board an original and four copies of a petition, including supporting documents, seeking review by the National War Labor Board of such ruling or directive order. The petition shall (1) state the petitioner's reasons for believing that one or more of the criteria set forth below is satisfied, (2) set forth fully and in detail the contentions of the petitioner with respect to the merits of each issue raised by the petition, with specific references to any pertinent portions of the record in the case, and (3) state that a copy of the petition has been served upon the other parties to the case and the date of such service. No such petition seeking review by the National War Labor Board of a ruling or directive order of a Regional Board shall be granted unless the petitioner has demonstrated by substantial proof that (1) the ruling or order exceeds the National War Labor Board's justification, or (2) the ruling or order contravenes the established policies of the National War Labor Board, or (3) a novel question is involved of such importance as to warrant national action, or (4) the procedure resulting in the ruling or order was unfair to the petitioner and has caused substantial hardship. The party filing a petition shall at the same time serve a copy thereof, together with any supporting documents, upon each of the other parties to the proceeding.

(o) *The answer.* Within fourteen days after a copy of such a petition for review is mailed by the petitioning party to any other party to the case, such other party may mail an answer to the petition to the Regional Board which issued the directive order or ruling. An original and five copies of the answer shall be transmitted to the Regional Board and a copy shall at the same time be served upon each of the other parties to the case. Such an answer shall include a statement that a copy thereof has been served as required above, and shall show the date of such service. An answer may not contain a request for review of an order or any part thereof; such a request must be filed, if at all, in the form of a petition for review in the manner and within the time limit provided in paragraph (n). Each answer should state fully but concisely the respondent's reasons for believing (1) that the petition ought not to be entertained, and (2) that, if the National War Labor Board decides to entertain the petition, the petition should be denied on the merits.

(p) *Decisions of the Board.* The National War Labor Board will make its decision on a petition for review upon the basis of the record before the Regional Board and on the basis of the petition, the answer, if any, the recommendations of the Appeals Committee, and such further argument and proof as the National War Labor Board may require. If the petition for review is denied because the grounds for review set forth therein are deemed to be sufficient, the National War Labor Board shall issue an appropriate directive order or ruling adopting as its own the ruling or order to which the petition relates. If the petition for review is granted, the National War Labor Board will issue an appropriate directive order or ruling adopting, reversing, or modifying the order or ruling to which the petition relates or remanding the case to the Regional Board for such further action as is specified in the order or ruling of the National War Labor Board.

(q) *Review by the Board on its own motion.* The National War Labor Board may, on its own motion, assume jurisdiction over any case at any stage of the proceedings either before or after the issuance of the final order or ruling of the Regional Board.

(r) *Reconsideration of directive orders and rulings.* (1) Regional War Labor Boards may reconsider directive orders or rulings on their own motion or on petition, except, while the case is under consideration by the National Board following the granting of a petition for review, or the taking of review by the National Board on its own motion.

(2) The party petitioning for reconsideration shall serve a copy of the petition on all other parties at the same time that it is filed with the Regional Board. The filing of such petition does not preclude the filing of a petition for review, but shall not extend the time for filing a petition for review nor change the date when the directive order takes effect.

(3) The Regional Board shall not act on any petition for reconsideration of a directive order or ruling unless (i) the petition is mailed to the Regional Board within fourteen days after the mailing by the Regional Board of the order or ruling in question and sets forth with particularity the grounds upon which the petition is based, or, (ii) the petition is filed promptly upon the petitioner's discovering material and substantial evi-

dence which the petitioner was unable, despite due diligence, to discover in time to present to the Regional Board before it issued its order or ruling, and sets forth with particularity such evidence, or (iii) the petition is filed promptly upon the occurrence of events after the date of the order or ruling which make the order or ruling harsh or unfair, and set forth with particularity such events. If a petition for reconsideration is filed under subdivision (ii) or (iii) of this subparagraph, and the Regional Board deems that the evidence submitted warrants reconsideration of the directive order or ruling, it shall provide the parties a hearing on such new matters.

(4) Regional Boards may adopt rules further restricting reconsideration. Refusal of reconsideration by a Regional Board shall have no bearing on the validity of a petition for review.

(5) If the ruling or directive order issued by the Regional Board is modified by the Regional Board in response to a petition for reconsideration or upon its own motion, the Regional Board shall issue to the parties such ruling or order, as modified, in the same manner and with the same effect as is provided in paragraphs (l) and (m). The order or ruling as modified shall be subject to review in accordance with the provisions of paragraph (o), except that the period prescribed therein for filing a petition for review or answer thereto shall be seven instead of fourteen days.

(s) *Regional War Labor Boards subject to National War Labor Board policies.* Decisions, regulations, and policies which the National War Labor Board will continue to announce from time to time shall control the regional war labor boards, Wage and Hour Offices, and staffs in performing the duties and exercising the powers assigned to them herein.

§ 809.979a *War Labor Board instructions to Regional Boards re Executive Order 9328 and supplementary directive of May 12, 1943.* On May 29, 1943, the National War Labor Board announced that instructions for handling certain types of wage and salary cases under the "Hold-the-Line" Executive Order No. 9328 have been sent to its Regional Boards and industry commissions. The Board pointed out that under the Executive order "reasonable adjustments of wages and salaries in case of promotions, reclassifications, merit increases, incentive wage or the like" may be made by the Board if such adjustments "do not increase the level of production costs appreciably or furnish the basis either to increase prices or to resist otherwise justifiable reductions in prices."

(a) Within the meaning of the provision of the Executive order quoted above, the Regional Boards were instructed that they may deal with the following three types of cases within their sound discretion:

(1) Intra-plant adjustments which are necessary to do equity and to promote production and which are not mentioned in the May 12 directive of the Economic Stabilization Director.

(2) Applications by employers not under the Fair Labor Standards Act to pay time and one-half for hours over forty, or to change from a fluctuating to a fixed workweek for the purpose of computing overtime as currently permitted to employers who are under said act.

(3) Adjustments incident to the improvement of work conditions which do not involve increasing basic wage rates and which do not exceed the sound prevailing practice in the industry or area.

The adjustments specified in subparagraph (3) include such items as vacation pay, sick leave plans, night shift bonuses, and holiday pay.

(b) The Board's instructions also stated that specific regulations for approval of incentive plans cannot be given until further experience with various types of cases have been reported to the National Board. The Board emphasized that the working out of such incentive plans is particularly suited to collective bargaining and that where a collective bargaining agency exists it should be consulted in the preparation of such plans. Reiterating that the Little Steel Formula usually requires that the adjustment be applied to the largest appropriate group, the Board stated that in unusual cases where adjustments are being sought by a single individual or for relatively few persons, the formula may be applied to them where the application would "afford an equitable and expeditious method of disposing of the case."

(c) In cannery cases, the Board stated that rates may be adjusted through use of the wage rate bracket section of the May 12 directive of the Economic Stabilization Director in cases where it would not be practicable to use the Director's earlier order on canneries issued May 11, 1943.

§ 809.979b *Wage and Hour Division regions; geographical jurisdictions and addresses.*

Region I: Massachusetts, New Hampshire, Maine, Vermont and Rhode Island. 294 Washington Street, Boston, Mass.

Connecticut: Cooperating State Agency Offices: 357 State Office Bldg., Hartford, Conn.

Region II: New York and New Jersey. Parcel Post Bldg., 341 Ninth Avenue, New York, N. Y.

Region III: Pennsylvania, and Delaware, and Bancock, Brooke, Ohio, and Marshall Counties in West Virginia. 1216 Widener Bldg. Chestnut and Juniper Sts., Philadelphia, Pa.

District of Columbia: Cooperating State Agency Office: 4050 New Municipal Center Bldg., Washington, D. C.

Region V: Virginia, West Virginia, and Maryland. 215 Richmond Trust Building, Richmond, Va.

North Carolina: Cooperating State Agency Office: Salisbury and Edenton Streets, Raleigh, N. C.

Region VII: Georgia, Florida, and South Carolina. 249 Peachtree St., N. E., Atlanta, Georgia.

Region VIII: Alabama, Mississippi, and Louisiana, 1007 Comer Bldg., Birmingham, Ala.

Region IX: Tennessee and Kentucky, 509 Medical Arts Bldg., Nashville, Tenn.

Region X: Ohio and Michigan and Boone, Kenton and Campbell Counties in Kentucky. Main Post Office, West Third and Prospect Avenue, Cleveland, Ohio.

Region XI: Illinois, Indiana, and Wisconsin, 1200 Merchandise Mart, 222 West North Bank Drive, Chicago, Illinois.

Region XII: North Dakota, South Dakota, Minnesota, and Montana. 406 Pence Building, 730 Hennepin Avenue, Minneapolis, Minn.

Region XIII: Kansas, Nebraska, Iowa, Missouri, Colorado, and Wyoming. 504 Title & Trust Bldg., 10th & Walnut Sts., Kansas City, Mo.

Region XIV: Texas, Oklahoma, Arkansas, and New Mexico. 1100 Main Street, Dallas, Texas.

Region XV: California, Arizona, Nevada, Washington, Oregon, Idaho, and Utah. 500 Humboldt Bank Bldg., 785 Market St., San Francisco, Calif.

For addresses of Wage and Hour Division Field and Branch Offices, consult nearest Wage and Hour Division Regional Office.

§ 809.979c *Extension of authority of National War Labor Board Regional Directors; bonuses.* On December 17, 1942, the National War Labor Board delegated to its Regional Directors authority to pass on such bonus payments which require Board approval. The Regional Directors were authorized to approve the payment of gifts or bonuses not permissible under General Order No. 10 (§ 809.980j) only in exceptional cases where non-payment "would be grossly inequitable and would result in a manifest injustice."

§ 809.979d *Extension of authority of National War Labor Board Regional Directors; voluntary wage and salary adjustments.* On December 24, 1942, the National War Labor Board granted to its Regional Directors authority to make final decisions on all voluntary wage or salary (over which the NWLB has jurisdiction) adjustment cases involving employers of not more than 100 employees subject to the NWLB's procedure which provides for appeal to a tripartite regional panel from an adverse ruling by a Regional Director. The decisions of these panels are final, subject to the right of any panel member to request Board review and the Board's right of review on its own motion.

§ 809.980 *General orders of National War Labor Board.* From time to time the National War Labor Board issues general orders establishing procedures and regulations for the administration and interpretations of such portions of Executive Order No. 9250 as are administered by the National War Labor Board, as well as interpretations of such general orders. The full text of such general orders and interpretations is set forth in the succeeding sections which are designated §§ 809.980 followed by a letter or letters of the alphabet.

§ 809.980a *General Order No. 1.*

All increases in wage rates which have been directed by the War Labor Board prior to October 3, 1942, shall be put into effect in accordance with the terms of the Directive Order in each particular case.

(a) *General Order No. 1–A.*

General Order No. 1 issued by the National War Labor Board on October 7, 1942, shall apply also to salaries subject to the jurisdiction of the Board. (For definition of such salaries, see General Order No. 9, October 30, 1942, at § 809.980i).

§ 809.980b *General Order No. 2*

The procedures in the National War Labor Board for the adjustment of labor disputes affecting wages established under Executive Order No. 9017, dated January 12, 1942, shall remain in full force and operation, and in all present or future cases in which the jurisdiction of the Board has attached or shall attach by certification or otherwise, the parties shall be deemed to have given notice within the terms of Title II, section 1, of Executive Order No. 9250, dated October 3, 1942.

§ 809.980c *General Order No. 3.*

(a) The National War Labor Board hereby approves all increases in wage rates which were put into effect on or before Oct. 3, 1942. Such approval includes increases first reflected in a pay roll subsequent to Oct. 3, 1942, if applicable to work done, and provided for by written agreement, or formally determined and communicated to the employees, on or before that date. An adjustment taking effect after Oct. 3, 1942, or, regardless of its effective date, resulting from the award or decision of an arbitrator or referee made after Oct. 3, 1942, is however, subject to the approval of the Board, although the agreement providing therefor, or the order or agreement for arbitration or reference, may have been made prior to that date.

(b) All such inceases shall be subject to the right of the Board to review and to order the discontinuance of further payment of all or part thereof.

§ 809.980d *General Order No. 4.*

(a) Wage adjustments made by employers who, at the time the adjustment is agreed to, or if not made by agreement, at the time it is placed into effect, employ a total of not more than eight individuals in all their plants or units are exempted from the provisions of Executive Order No. 9250 of October 3, 1942, and Executive Order No. 9328 of April 8, 1943.

(b) Unless expressly exempted, the exemption granted by this order shall not apply to employers whose employees' wages, hours, or working conditions have been established or negotiated on an industry, association, area, or other similar basis, by a master contract or similar or identical contracts.

The National War Labor Board has, under this paragraph, approved the extension of the exemption provided for in paragraph (a) of this order to:

(1) Employees of barber shops (May 19, 1943).

(2) Employees of beauty shops and the like (May 28, 1943).

(c) The exemption granted by this order shall not apply to an employer who, during any given year following October 3, 1942, in the case of wages, or October 27, 1942, in the case of salaries, has made adjustments affecting eight specific employees.

(d) The Regional War Labor Boards may recommend to the National War Labor Board such exceptions to the provisions of this order as are necessary to effectuate the wage stabilization policies of the National War Labor Board, which exception, if approved by the National War Labor Board, shall, unless otherwise specified, apply only within the territorial jurisdiction of the Regional Board recommending them.

The National War Labor Board, under this paragraph, has approved the following exceptions to the exemption provided for in paragraph (a) of this order:

(1) Tool and die industry (General Order 4–A, October 23, 1942).

(2) Shoe repair industry in California (April 10, 1943).

(3) Tool and die industry in Region I (May 31, 1943).

(4) Logging, sawmill, and planing mill operations in California, Oregon, Washington, Idaho and Western Montana (General Order 4–C, June 26, 1943).

(5) Dental technicians, garage employees, and seed industry workers in Region XII (August 3, 1943).

(6) Cotton-ginning employees in Region VIII (August 17, 1943).

(7) Hotel and restaurant industry in Region X (October 2, 1943).

(8) Retail coal distributors in Region IX (October 29, 1943).

(9) Photo engravers (November 13, 1943).

(10) Schiffi embroidery industry in Region II (November 13, 1943).

(11) Grocery stores and meat markets in Region IX (November 13, 1943).

(12) Operators in the lumber and pulp industry in Region I (January 8, 1944).

(13) Retail lumber establishments in Regions VI, VII, VIII, IX, and XII (January 17, 1944).

(14) Retail butcher shops in Louisville, Ky., area, whether exclusively or in conjunction with or as a part of some other retail business (February 5, 1944).

(15) Employers engaged in the business of window cleaning in the Greater Cleveland Area (February 8, 1944).

(16) Employers in the rig-building branch of the petroleum industry in the area where uniform wage brackets have been set as provided in the order of the Board of March 3, 1944 (27 states in mid-continent area, in Regions IV, V, VI, VII, IX, and XI, inclusive).

(17) All employers in Cuyahoga County, Ohio, who are engaged in the business of repairing and/or rebuilding gasoline operated motor vehicles and/or trailers, both bodies and chassis, for others.

(18) All employees engaged in the automotive repair industry in the Tenth Region of the National War Labor Board, embracing the states of California, Nevada and Arizona, other than gasoline stations, tire and vulcanizing services.

(19) All employers engaged in the manufacture of jewelry in Region II of the National War Labor Board, embracing the State of New York and the northern counties of New Jersey (Sussex, Passaic, Bergen, Warren, Morris, Essex, Hudson, Union, Middlesex, Somerset, Monmouth, Hunterdon) (May 10, 1944).

(20) The jewelry industry in Albuquerque, New Mexico (May 10, 1944).

(21) Logging and sawmilling operations in the lumber industry in Region IX of the National War Labor Board, embracing the states of Colorado, New Mexico, Montana, Wyoming, Utah and Idaho (May 10, 1944).

(22) Pattern makers in the metropolitan areas of Portland, Oregon, and Seattle and Spokane, Washington (April 27, 1944).

(23) Machine shop workers in the metropolitan areas of Portland, Seattle, Spokane, Bellingham, Everett and the Willamette Valley in Region XII of the National War Labor Board (April 27, 1944).

(24) Truck drivers, shoe repair, radio repair, and watch repair shops, radio broadcasting stations, dry cleaning establishments, restaurants, wholesale and retail distribution establishments, and clerical workers in Region XII of the National War Labor Board, embracing the states of Washington and Oregon (April 27, 1944).

(25) Hotels in Region XII of the National War Labor Board, embracing the states of Washington and Oregon (May 16, 1944).

(26) Employers engaged in the packing and shipping of potatoes in the State of Maine.

(27) All employers in the Territory of Hawaii.

§ 809.980e *General Order No. 5.*

Subject to the requirements of General Order No. 31, wage adjustments may be made in wage rates of individual employees, without approval of the National War Labor Board, if they are incident to the application of the terms of a wage agreement which existed previous to or has been approved since October 3, 1942, or incident to an established or approved wage rate schedule covering the work assignments of employees and are made as a result of—

(a) Individual promotions or reclassifications

(b) Individual merit increases within established rate ranges

(c) Operation of an established plan of wage increases based upon length of service within established rate ranges

(d) Increased productivity under piecework or incentive plans

(e) Operation of an apprentice or trainee system

Wage adjustments made under this order shall not result in any appreciable increase of the level of production costs and shall not furnish a basis either to increase prices or to resist otherwise justifiable reductions in prices.

§ 809.980f *General Order No. 6.*

(a) The hiring of an individual at a wage rate in excess of the rate previously established in the plant for employees of similar skill and productive ability within the classification in which the individual is employed is a "wage increase" within the meaning of Executive Order No. 9250.

(b) If a wage rate or range of rates for a job classification has not theretofore been established by the employer for the plant involved, the rate or rate range should bear the same relation to rates or ranges of rates for similar classifications in the area as the existing rates or rate ranges in the plant bear to comparable rates or rate ranges in the area: provided, however, that schedules covering new establishments or new departments within existing establishments must be submitted for approval as provided in General Order No. 31.

§ 809.980g *General Order No. 7.*

Since Title VI, section 1 of Executive Order No. 9250, dated October 3, 1942, states that "nothing in this Order shall be construed as affecting the present operation of the Fair Labor Standards Act," and since statutes and orders of the duly constituted authorities of the several states fixing minimum rates for certain types of workers carry out the true purposes and intent of the Fair Labor Standards Act, and are designed and intended to eliminate substandards of living within the meaning of section 2 of Title II of Executive Order No. 9250, the National War Labor Board hereby approves increases in wage and salary rates made in compliance with such statutes and orders, provided, however, that, if any changes in such statutes or orders are made or promulgated after April 8, 1943, increases directed thereby which would result in a wage or salary rate in excess of 50 cents per hour may not be made without the approval of the Board.

§ 809.980h *General Order No. 8.*

Exercising the authority vested in the National War Labor Board by Section 4001.14 of Part 4001, Regulations Relating to Wages and Salaries issued on October 27, 1942 by the Economic Stabilization Director and approved by the President, and deeming it necessary for the effective administration of the Act of Congress of October 2, 1942, the Board hereby determines that adjustments in any wages or salaries over which this Board has jurisdiction and which are paid in any territory or possession of the United States, except Alaska, are exempted from the operation of the said Regulations and therefore may be made without the approval of the Board.

§ 809.9801 *General Order No. 9.*

Adjustments in salaries totaling not in excess of $5,000 per annum.

I. *Jurisdiction of the National War Labor Board.* Section 4001.2 of Part 4001 "Regulations Relating to Wages and Salaries," issued on October 27, 1942 by the Economic Stabilization Director and approved by the President provides in part that the National War Labor Board "shall have authority to determine whether any * * * salary payments to an employee totaling in amount not in excess of $5,000 per annum where such employee

(a) In his relations with his employer is represented by a duly recognized or certified labor organization, or

(b) Is not employed in a bona fide executive, administrative or professional capacity, are made in contravention of the Act of Congress of October 2, 1942, or any ruling, orders or regulations promulgated thereunder."

In other words the Board has jurisdiction over the adjustment of salaries up to $5,000 a year, except for those employees employed in a bona fide executive, administrative or professional capacity who are not represented by duly recognized or certified unions.

Section 4001.7 of said regulations provides that "in the case of a salary rate of $5,000 or less per annum existing on the date of the approval of these regulations by the President" (namely, October 27, 1942) no increase shall be made without the prior approval of the Board.

The Board hereby defines what is meant by "employed in a bona fide executive, administrative or professional capacity". (For the convenience of employers and employees who have been accustomed to the practices prevailing under the Fair Labor Standards Act, these definitions have been taken from the regulations promulgated by the Wage and Hour Administrator, pursuant to section 13 (a) (1) of the Fair Labor Standards Act of 1938 (52 Stat. 1060), but no provisions of that act or of any regulations issued thereunder are in any way applicable to the regulations and orders of the National War Labor Board).

Executive. The term "employed in a bona fide executive capacity" shall mean any employee—

(A) Whose primary duty consists of the management of the establishment in which he is employed or of a customarily recognized department or subdivision thereof, and

(B) Who customarily and regularly directs the work of other employees therein, and

(C) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight, and

(D) Who customarily and regularly exercises discretionary powers, and

(E) Who is compensated for his services on a salary basis at not less than $30 per week (exclusive of board, lodging, or other facilities), and

(F) Whose hours of work of the same nature as that performed by employees not employed in an executive, administrative or profesional capacity do not exceed 20 percent of the number of hours worked in the workweek by the employees under his direction; provided that this subsection (F) shall not apply in the case of an employee who is in sole charge of an independent establishment or a physically separated branch establishment.

Administrative. The term "employed in a bona fide administrative capacity" shall mean any employee—

(A) Who is compensated for his services on a salary or fee basis at a rate of not less than $200 per month (exclusive of board, lodging, or other facilities), and

(B) (1) Who regularly and directly assists an employee employed in a bona fide executive or administrative capacity (as such terms are defined in these regulations), where such assistance is nonmanual in nature and requires the exercise of discretion and independent judgment; or

(2) Who performs under only general supervision, responsible nonmanual office or field work, directly related to management policies or general business operations, along specialized or technical lines requiring special training, experience, or knowledge, and which requires the exercise of discretion and independent judgment; or

(3) Whose work involves the execution under only general supervision of special nonmanual assignments and tasks directly related to management policies or general business operations involving the exercise of discretion and independent judgment; or

(4) Who is engaged in transporting goods or passengers for hire and who performs, under only general supervision, responsible outside work of a specialized or technical nature requiring special training, experience, or knowledge, and whose duties require the exercise of discretion and independent judgment.

Professional. The term "employed in a bona fide professional capacity" shall mean any employee who is—

(A) Engaged in work—

(1) Predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work, and

(2) Requiring the consistent exercise of discretion and judgment in its performance, and

(3) Of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time, and

(4) Whose hours of work of the same nature as that performed by employees not employed in an executive, administrative or professional capacity do not exceed 20 percent of the hours worked in the workweek by such employees; provided that where such nonprofessional work is an essential part of and necessarily incident to work of a professional nature, this subsection (4) shall not apply, and

(5) (a) Requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study, as distinguished from a general academic education and from an apprenticeship, and from training in the performance of routine mental, manual, or physical processes; or

(b) Predominantly original and creative in character in a recognized field of artistic endeavor as opposed to work which can be produced by a person endowed with general manual or intellectual ability and training, and the result of which depends primarily on the invention, imagination, or talent of the employee, and

(B) Compensated for his services on a salary or fee basis at a rate of not less than $200 per month (exclusive of board, lodging, or other facilities); provided that this subsection (B) shall not apply in the case of an employee who is the holder of a valid license or certificate permitting the practice of law or medicine or any of their branches and who is actually engaged in the practice thereof.

II. *Effective date of the Board's jurisdiction.* Pursuant to § 4001.6 of the said regulations, increases in salaries which by written agreement executed on or before October 27, 1942, or by formal action communicated to the employees, on or before October 27, 1942, were made applicable to work done prior to October 27, 1942, do not come within the jurisdiction of the Board, notwithstanding such increases are first reflected in a payroll subsequent to October 27, 1942.

III. *Salary increases which do not require Board approval.* Subject to the requirements of General Order No. 31, salary adjustments may be made in salary rates of individual employees over which the Board has jurisdiction without the approval of the Board, if they are incident to the application of the terms of a salary agreement which existed previous to or has been approved since October 27, 1942, or incident to an established or approved salary rate schedule and are made as a result of:

(a) Individual promotions or reclassifications

(b) Individual merit increases within established rate ranges

(c) Operation of an established plan of salary increases based on length of service within established rate ranges

(d) Increased productivity under incentive plans

(e) Operation of an apprentice or trainee system, or

(f) Such other reasons, or circumstances as may be prescribed in orders, rulings, or regulations, promulgated under the authority of these regulations.

Salary adjustments made under this order shall not result in any appreciable increase of the level of production costs and shall not furnish a basis either to increase prices or to resist otherwise justifiable reductions in prices.

IV. *Exempt employers.* Pursuant to § 4001.11 of the said regulations salary adjustments made by employers who employ not more than eight individuals are exempted from the provisions of §§ 4001.6, 4001.7 and 4001.8 of the said regulations and may therefore be made without the approval of the National War Labor Board.

V. *Statutory salaries and wages.* The said regulations, pursuant to § 4001.13 thereof, are not applicable to any salary or wages paid by the United States, any state or political subdivision thereof, the District of Columbia, or any agency or instrumentality of any one or more of the foregoing where the amount of such salary or wages is fixed by statute. Adjustment in such salaries or wages may therefore be made without the approval of the National War Labor Board.

VI. *Decreases in salaries of less than $5,000 over which the National War Labor Board has jurisdiction as defined in section I of this order.* Pursuant to § 4001.7 of the said Regulations, no decrease in a salary rate paid to an employee for any particular work, and over which the National War Labor Board has jurisdiction as defined in section I of this order, may be made by the employer below the highest salary rate paid for such work between January 1, 1941 and September 15, 1942, without the prior approval of the Board.

(a) The straight time weekly or monthly rate being paid before an increase takes effect, and which, if paid over a period of 52 weeks would not exceed $5,000 a year is the basis of determining whether a salary is less than $5,000 for the purposes of General Order No. 9.

(b) A "duly recognized or certified labor organization" as set forth in subsection I (a) of General Order No. 9 means a labor organization representing some or all of the employees affected by the proposed adjustment which (1) is recognized by the employer as the representative of such employees in matters affecting wages or (2) has been certified by an appropriate government authority (a state agency or the National War Labor Relations Board) as the exclusive bargaining agent for some or all of the employees affected by the proposed adjustment.

§ 809.9801 *General Order No. 10.*

The payment to employees, whose wage or salary increases are subject to the jurisdiction of the National War Labor Board, of a bonus, fee, gift, commission or other form of compensation customarily paid to such employees in the past may be continued without the approval of the National War Labor Board provided that

(a) If in a fixed amount, the total amount so paid to an employee during the current bonus year does not exceed the total so paid to an employee for like work during the preceding bonus year, or

(b) If computed on a percentage, incentive or other similar basis, the rate and the method of computation are not changed in the current bonus year so as to yield a greater amount than that in the preceding bonus year, but a greater amount when resulting from the same rate and method of computation may be paid.

(a) *General Order No. 10–A.*

A bonus payment made by an employer to an employee severing his employment for the immediate purpose of entering the armed forces of the United States does not require the approval of the National War Labor Board.

(b) *Ruling of War Labor Board on payment of bonuses.*

On April 2, 1943, the National War Labor Board clarified its position on bonus payments by explaining that a bonus may not be paid without Board approval, if no bonus was paid in the year immediately preceding the proposed payment. The term "preceding bonus year" as used in General Order No. 10 has been interpreted to mean the year, calendar or fiscal, immediately preceding the year, calendar or fiscal, in which it is desired to pay a bonus. If no bonus was paid in the year immediately preceding, no bonus may be paid without Board approval.

§ 809.980k *General Order No. 11.*

To prevent hardships resulting from innocent action in the period of transition following the issuance of Executive Order No. 9250, dated October 3, 1942, and pursuant to the authority vested in the National War Labor Board by that Executive Order, it is hereby ordered that:

An employer who, on or prior to November 7, 1942, has in good faith given an increase in wages subject to the jurisdiction of the National War Labor Board without the prior approval of the National War Labor Board or exemption under its regulations may apply for approval of such increase on or before December 1, 1942. If satisfied that the employer made the increase in good faith and that the increase is consistent with Executive Order No. 9250, October 3, 1942, and should be approved, the National War Labor Board will make its approval retroactive to the date of the wage increase.

Except as herein provided, an increase which requires approval of the National War Labor Board must receive such approval before it is put into effect.

§ 809.9801 *General Order No. 12–B.*

General Order No. 12, adopted November 12, 1942, was revoked as of December 29, 1942. In its stead the procedures set forth in the Joint Statement of the National War Labor Board and the Commissioner of Internal Revenue, dated December 26, 1942 were adopted as General Order No. 12–A on January 6, 1943. General Order No. 12–A was revoked on May 25, 1943, and in its stead there was adopted, as General Order No. 12–B, the Joint Statement of the National War Labor Board and the Commissioner of Internal Revenue, dated May 25, 1943, and set forth hereinafter.

JOINT STATEMENT OF THE NATIONAL WAR LABOR BOARD AND THE COMMISSIONER OF INTERNAL REVENUE

On November 12, 1942, and December 26, 1942, the National War Labor Board and the Commissioner of Internal Revenue issued joint statements with respect to the procedure to be followed in making adjustments in salaries and wages of state, county, municipal and other non-federal governmental employees. It was stated that Congress in the Act of October 2, 1942, clearly intended that all employers and all employees would be covered by the national stabilization policy, and since millions of public employees are engaged in the same kind of work as private employees, the duty of public employers to conform to that policy is as plain as that of private employers. It was also stated that the Joint Committee on Salaries and Wages had been authorized to advise whether particular adjustments were in accordance with the national stabilization policy.

It is presumed that public employers will continue to cooperate as they have in the past and will not make adjustments in wages or salaries which would be in contravention of the national stabilization policy as expressed in Executive Order 9250 of October 3, 1942, and Executive Order 9328 of April 8, 1943, and the Economic Stabilization Director's policy directive of May 12, 1943. Adjustments will continue to be deemed approved without the necessity of filing certificates for the information of the Board or the Commissioner, and adjustments will neither be approved nor disapproved by the National War Labor Board or the Commissioner of Internal Revenue.

The Joint Committee on Salaries and Wages will continue to advise, when requested, as to the national stabilization policy. However, it should be understood that reliable advice relating to the national stabilization policy may also be obtained from the Regional War Labor Boards and the regional offices of the Bureau of Internal Revenue, as well as from the Commissioner of Internal Revenue in Washington and the National War Labor Board.

(a) On November 25, 1942, the National War Labor Board determined that General Order No. 12 applies to employees of the District of Columbia. It is therefore to be assumed that General Order No. 12–B likewise applies to such employees.

§ 809.980m *General Order No. 13.*

(a) Title III, section 3 of Executive Order No. 9250 of October 3, 1942, provides "The National War Labor Board shall permit * * * the Wage Adjustment Board for the Building Construction Industry * * * to continue to perform its functions * * * except insofar as any of them is inconsistent with the terms of this order." Pursuant thereto, the Wage Adjustment Board, constituted as hereinafter described, shall continue to perform the duty ascribed to it by Administrative Order No. 101, as amended, of the Secretary of Labor, and by the Wage Stabilization Agreement of May 22, 1942, between the Building and Construction Trades Department of the American Federation of Labor and Several Government Agencies, all in accordance with the further provisions of this order.

(b) The Wage Adjustment Board for the Building Construction Industry shall consist of nine members, of whom three shall represent Labor, three shall represent industry, and three, including the Chairman, shall represent the public.

(c) Applications for approval of revision of rates subject to the Wage Stabilization Agreement of May 22, 1942, which revision would otherwise require the approval of the National War Labor Board, shall be submitted for approval to the Wage Adjustment Board. In acting upon such applications, the Wage Adjustment Board shall be subject both to the provisions of the Wage Stabilization Agreement of May 22, 1942, and to the requirements of the national wage stabilization program, as set forth in paragraph (f) hereof.

(d) The Wage Adjustment Board for the Building Construction Industry shall, in addition to the powers set forth in paragraphs (a) and (c) hereof, have jurisdiction over labor disputes and voluntary wage or salary adjustments involving persons employed in the building construction industry (as hereinafter defined) who are not subject to the Wage Stabilization Agreement of May 22, 1942. The Wage Adjustment Board shall have power, subject to review by the National War Labor Board as provided in paragraph (k) hereof, (1) to hear, and issue directive orders, in labor dispute cases, and (2) to make final rulings on voluntary wage and salary adjustments requiring the approval of the National War Labor Board.

(e) The jurisdiction of the Wage Adjustment Board hereunder shall, as heretofore, be limited to mechanics and laborers in the building and construction industry employed directly upon the site of the work.

(f) In the performance of its duties hereunder, the Wage Adjustment Board, in addition to all pertinent policies of the National War Labor Board and the Director of Economic Stabilization, heretofore or hereafter announced, shall conform to the following principles and to any modification thereof hereafter promulgated by the National War Labor Board:

(1) General considerations. In acting upon revision of wage rates, in dispute or voluntary cases, the Wage Adjustment Board is subject both to the provisions of the Wage Stabilization agreement of May 22, 1942, and to the requirements of the national wage stabilization policy. Approvable adjustments in such rates must meet both sets of requirements.

(2) Sound and tested rates. The provisions of the May 12 supplement to Executive Order No. 9328 with respect to "brackets of sound and tested going rates" are inapplicable to the Building Construction Industry.

(3) Little Steel. The Little Steel formula, as heretofore defined by the National War Labor Board, shall be applied by the Wage Adjustment Board in the following manner:

(i) No employee or group of employees is entitled automatically to a Little Steel adjustment.

(ii) Generally, employees enjoying relatively high rates of pay should receive a smaller percentage adjustment than those receiving lower rates of pay.

(iii) In applying the Little Steel formula to the wage rates for a particular craft, some or all of the full 15% otherwise allowable should be withheld where allowance for the full amount would have an unstabilizing effect on wages in the industry or area. This limitation should be invoked when the wage rates of the employees involved are relatively high compared to the wage rates of other employees in related work, and when the formula is applied to individual occupational groups in the highest wage brackets.

(iv) No adjustment may be made which is in excess of the amount allowable under the Little Steel formula notwithstanding that the final rate resulting is below an appropriate Davis-Bacon rate.

(4) Substandards. The Wage Adjustment Board may approve adjustments which are "clearly necessary to correct substandards of living", in accordance with the provisions of Executive Order No. 9328 and the May 12 Supplement.

(5) Critical needs of war production. In rare and unusual cases adjustments not permissible within the above principles, which are, in the opinion of the Wage Adjustment Board, necessary to the critical needs of war production, shall be submitted through the National War Labor Board for the approval of the Economic Stabilization Director.

(g) In the handling of dispute cases, the Wage Adjustment Board shall comply with all appropriate provisions of the "Jurisdiction and Procedure of Regional War Labor Boards," of April 15, 1943, as amended and with the "Rules for Conduct of Hearings Under the War Labor Disputes Act", and all other pertinent rules of procedure of the National War Labor Board that may be hereafter announced.

(h) In accordance with the requirements of Executive Orders No. 9250 and 9328 and the Supplement thereto of May 12, 1943, issued by the Director of Economic Stabilization, any wage or salary adjustment approved or order by the Wage Adjustment Board "which may furnish the basis either to increase price ceilings or to resist otherwise justifiable reductions in price ceilings," or, if no price ceilings are involved, which may increase the costs to the government of a product or service being furnished under a procurement contract, shall become effective only if also approved by the Director of Economic Stabilization. Notice to this effect shall be contained in all rulings and orders requiring this approval which are issued by the Wage Adjustment Board.

(i) All applications for the revision or adjustment of wage rates within the jurisdiction of the Wage Adjustment Board shall be filed directly with the Wage Adjustment Board, Washington, D. C. Requests for the revision of wage rates subject to the Wage Stabilization Agreement of May 22, 1942, which are presented by local labor organizations affiliated with the Building and Construction Trades Department of the American Federation of Labor, shall be filed only with the approval of the international or national labor organization, and shall be submitted through and approved by the Building and Construction Trades Department of the American Federation of Labor.

(j) (1) All applications for the voluntary adjustment or revision of wage rates shall contain, or the Wage Adjustment Board shall, before acting on the application, procure, a statement by the employer as to whether the adjustment or revision if approved (i) may furnish the basis to increase price ceilings or (ii) may furnish the basis for application by the employer for an increase to the government in the price of any product or service. If the statement is in the affirmative as to (i), the Wage Adjustment Board shall send to the Office of Price Administration a copy of the application and a copy of its ruling at the time of issuance thereof. If the statement is in the affirmative as to (ii) and an adjustment of the type that requires the approval of the Economic Stabilization Director is approved by the Wage Adjustment Board, the Wage Adjustment Board shall send to the appropriate procurement agency of the government a copy of its ruling at the time of issuance thereof.

(2) In any wage dispute case where it appears that the wage adjustment recommended or ordered may furnish the basis to increase price ceilings the Wage Adjustment Board shall send to the Office of Price Administration a copy of the recommendation of its panel or hearing officer at the time of its transmittal to the parties and of its directive order when issued. In any wage dispute case where it appears that the wage adjustment ordered may furnish the basis for an application by the employer for an increase to the government in the price of any product or service and the adjustment is of the type that requires the approval of the Economic Stabilization Director the Wage Adjustment Board shall send to the appropriate procurement agency of the government a copy of its directive order when issued.

(3) In all cases where the approval of the Director of Economic Stabilization is required, the Wage Adjustment Board shall, after its ruling or order is issued, send the case to the National War Labor Board for transmittal to the Director of Economic Stabilization. The Wage Adjustment Board shall, upon being notified, advise the parties of the action taken by the Office of Price Administration or by the Director of Economic Stabilization.

(k) All rulings of the Wage Adjustment Board on wage and salary adjustments, and all directive orders of the Wage Adjustment Board in dispute cases, shall have the same effect, and be subject to the same provisions for stay and review by the National War Labor Board, as rulings and orders of the Regional War Labor Boards, as set forth in section VII of the "Jurisdiction and Procedure of Regional War Labor Boards," as amended § 809.979 (k)).

(l) The Wage Adjustment Board shall transmit regularly to the National War Labor Board copies of its decisions and rulings hereunder, which, when issued, shall be made available to the public, and such additional data and reports as the National War Labor Board may from time to time require.

§ 809.980n *General Order No. 14.* General Order No. 14, adopted by the National War Labor Board on November 24, 1942, was amended on August 17, 1943, to read as follows:

Authorization to the War Department to Pass on Wage and Salary Adjustments for Designated Civilian Employees. (A) The National War Labor Board hereby delegates to the Secretary of War, to be exercised on his behalf by the Wage Administration Section within the Industrial Personnel Division, Headquarters, Army Service Forces (hereinafter referred to as the "War Department Agency"), the power to rule upon all applications for wage and salary adjustments (insofar as approval thereof has been made a function of the National War Labor Board) covering civilian employees within the continental limits of the United States, employed by

(1) The War Department.

(2) The Army Exchange Service, and

(3) Government-owned privately operated facilities of the War Department,

all in accordance with the further provisions of this Order.

(B) There shall be a standing tripartite Appeals Committee, to consist of two representatives to be appointed by the War Department Agency and two representatives each of industry and labor to be appointed by the National War Labor Board. The Committee may have such assistants as the Board may designate. The Board hereby delegates to the Appeals Committee the power to pass upon appeals from rulings by the War Department Agency under category A (3) above, and to perform such other duties as are hereinafter prescribed.

(C) In the performance of their respective duties the War Department Agency and the Appeals Committee shall comply with the terms of Executive Order No. 9250, dated October 3, 1942, Executive Order No. 9328, dated April 8, 1943, the Supplementary Directive of May 12, 1943, and all general orders and policies of the National War Labor Board announced thereunder.

Any wage or salary adjustment approved by the Agency "which may increase production costs above the level prevailing in comparable plants or establishments" shall become effective only if also approved by the Director of Economic Stabilization. Notice to this effect shall be contained in all rulings and orders issued by the War Department Agency in wage cases.

Applications for approval of voluntary wage adjustments within the jurisdiction of the War Department Agency shall state whether or not the adjustment if granted may increase production costs above the level prevailing in comparable plants or establishments. If the answer is in the affirmative, the War Department Agency shall send to the War Labor Board for processing to the Office of the Director of Economic Stabilization a copy of the application and a copy of its ruling at the time of issuanse thereof, for approval as mentioned above.

The War Department Agency, without making an initial ruling thereon, may refer to the Board for decision by the Board any case which in the opinion of the Agency presents doubtful or disputed questions of sufficient seriousness and import to warrant direct action by the Board.

(D) The War Department Agency and the Appeals Committee shall transmit to the Wage Stabilization Division of the National War Labor Board copies of their respective rulings and rules of procedure as they are issued. In administering the provisions of this order the Agency shall also tranamit monthly reports of its rulings to the Wage Stabilization Director of the National War Labor Board, and such additional data as said Division or the Board may from time to time deem necessary.

(E) Any ruling by the War Department Agency hereunder shall be final, subject

(1) To the National War Labor Board's ultimate power to review rulings on its own initiative, and

(2) In cases under category A (3) above, to the right of any aggrieved party, within a period of fourteen days after the issuance of the ruling, to file an appeal with the Appeals Committee.

(F) Any ruling by the Appeals Committee hereunder shall be final, subject

(1) To the National War Labor Board's ultimate power to review rulings on its own initiative, and

(2) To the right of any aggrieved party, including the War Department within a period of fourteen days after the issuance of the ruling, to petition the National War Labor Board for leave to appeal to the Board. The burden shall be upon the petitioner in such cases to show why the Board should be called upon to act.

(G) Any ruling by the War Department Agency hereunder shall be deemed to be the Act of the National War Labor Board unless and until reversed or modified by the Appeals Committee or by the Board.

(H) The term "government-owned, privately-operated facilities of the War Department" shall include for the purposes of this Order only those facilities (1) in which the War Department has contractual responsibility for the approval of pay roll costs, and (2) which are designated in lists furnished from time to time, to the Board by the War Department Agency. The Board may at any time, upon at least seven days' notice to the War Department Agency, strike from the list any facility if the Board believes that the policies of Executive Order No. 9017, Executive Order No. 9250, Executive Order No. 9328, or the Supplementary Directive of May 12, 1943, will be furthered by the Board's acting directly upon the wage and salary adjustments of such facility.

(I) Where disputes about wages and salaries arise between the private operators of said facilities and their employees, the following procedure shall be followed. The dispute shall first be referred for negotiation to the U. S. Conciliation Service. If an agreement is reached, that portion of the agreement pertaining to wages shall be submitted to the War Department Agency for approval. If no agreement is reached, the dispute shall be referred for decision to the appropriate Regional Board, subject to the regular rules of procedure of the National War Labor Board. At the same time, the War Department Agency shall be notified of the dispute and the nature of the case. On its own initiative the Agency may request the Regional Board for any further information concerning the case. When a decision has been reached by the Regional Board, copies of the Board's decision shall be sent to the War Department Agency and the Wage Stabilization Director of the National War Labor Board at the same time that copies are sent to the parties in the dispute. Within the fourteen day period allowed for filing a petition for review, the War Department Agency may request a review of the case according to the rules of procedure, as amended, of the National War Labor Board.

(a) *Appeals Committee.* The standing tripartite Appeals Committee consists of:

For the War Department: Col. W. F. Volandt, assistant chief of staff, Army Air Forces, and Col. Ralph L. Hart, executive assistant to the Chief of Field Services, Ordnance Department.

For labor: John Brophy, director of industrial union councils of the CIO, and Fred Hewett, editor of the International Association of Machinists (AFL) Journal.

For industry: Clarence Skinner, Washington manager of the Automotive Parts and Equipment Manufacturers Association, and Henry S. Woodbridge, assistant to the president of the American Optical Co.

(b) *Government-owned, privately operated facilities.* The following Government-owned, privately operated facilities are embraced within the delegation to the War Department Agency:

Government-Owned, Privately Operated Ordnance Facilities

Alabama Ordnance Works #1 and 2, Sylacauga, Ala.
Allegany Ordnance Plant, Cumberland, Md.
Arkansas Ordnance Plant, Jacksonville, Ark.
Badger Ordnance Works, Baraboo, Wis.
Baytown Ordnance Works, Baytown, Tex.
Bluebonnet Ordnance Plant, McGregor, Tex.
Buckeye Ordnance Works, Ironton, Ohio.
Cactus Ordnance Works, Dumas, Tex.
Cherokee Ordnance Works, Danville, Pa.
Chickasaw Ordnance Plant, Millington, Tenn.
Coosa River Ordnance Plant, Talladego, Ala.
Cornhusker Ordnance Plant, Grand Island, Nebr.
Denver Ordnance Plant, Denver, Colo.
Des Moines Ordnance Plant, Des Moines, Iowa.
Dixie Ordnance Works, P. O. Box 1643, Monroe, La.
Dixon Gun Plant, Houston, Tex.
Eau Claire Ordnance Plant, Eau Claire, Wis.
Evansville Ordnance Plant, Evanville, Ind.
Elwood Ordnance Plant, Joliet, Ill.
Gadsden Ordnance Plant, Gadsden, Ala.
Gopher Ordnance Works, St. Paul, Minn.
Green River Ordnance Plant, Dixon, Ill.
Gulf Ordnance Plant, Aberdeen, Miss.
Holston Ordnance Works, Kingsport, Tenn.
Hoosier Ordnance Plant, Charlestown, Ind.
Illinois Ordnance Plant, Carbondale, Ill.
Indiana Ordnance Works, Charlestown, Ind.
Iowa Ordnance Plant, Burlington, Iowa.
Jayhawk Ordnance Works, Pittsburg, Kans.
Kankakee Ordnance Works, Joliet, Ill.
Kansas Ordnance Plant, Parsons, Kans.
Kentucky Ordnance Works, Paducah, Ky.
Keystone Ordnance Works, Meadville, Pa.
Kingsbury Ordnance Plant, LaPorte, Ind.
Kings Mill Ordnance Plant, Kings Mill, Ohio.
Lake City Ordnance Plant, Independence, Mo.
Lake Ontario Ordnance Works, Youngstown, N. Y.
Lone Star Ordnance Plant, Texarkana, Tex.
Longhorn Ordnance Works, Marshall, Tex.
Lordstown Ordnance Depot, Warrentown, Ohio.
Louisiana Ordnance Plant, Shreveport, La.
Lowell Ordnance Plant, Lowell, Mass.
Maumelle Ordnance Works, Little Rock, Ark.
Milwaukee Ordnance Plant, Milwaukee, Wis.
Missouri Ordnance Works, Louisiana, Mo.
Morgantown Ordnance Works, Morgantown, W. Va.
Nebraska Ordnance Plant, Fremont, Nebr.
New River Ordnance Plant, Pulaski, Va.
New York Ordnance Works, Baldwinsville, N. Y.
Oak Ordnance Plant, Decatur, Ill.
Ohio River Ordance Works, Henderson, Ky.
Oklahoma Ordnance Works, Tulsa, Okla.
Ozark Ordnance Works, El Dorado, Ark.
Pantex Ordnance Plant, Amarillo, Tex.
Pennsylvania Ordnance Works, Williamsport, Pa.
Pilgrim Ordnance Works, West Hanover, Mass.
Plum Brook Ordnance Works, Sandusky, Ohio.
Radford Ordnance Works, Radford, Va.
Ravenna Ordnance Plant, Apco, Ohio.
Rossford Ordnance Depot, Toledo, Ohio.
St. Louis Ordnance Plant, St. Louis, Mo.
Sangamon Ordnance Plant, Springfield, Ill.
Scioto Ordnance Plant, Marion, Ohio.
Sunflower Ordnance Works, Lawrence, Kans.
Twin Cities Ordnance Plant, Minneapolis, Minn.
Utah Ordnance Plant, Salt Lake City, Utah.
Vigo Ordnance Plant, Terre Haute, Ind.
Volunteer Ordnance Works, Chattanooga, Tenn.
Wabash River Ordnance Works, Newport, Ind.
Weldon Spring Ordnance Works, Weldon Spring, Mo.
West Virginia Ordnance Works, Point Pleasant, W. Va.
Wolf Creek Ordnance Plant, Milan, Tenn.

Government-Owned, Privately Operated Army Air Forces Facilities

Government Plant No. 1, Martin, Omaha, Nebr.
Government Plant No. 2, North American, Kansas City, Kans.
Government Plant No. 3, Douglas, Tulsa, Okla.
Government Plant No. 4, Consolidated, Ft. Worth, Tex.
Government Plant No. 5, Douglas, Oklahoma City, Okla.
Government Plant No. 6, Bell, Marietta, Ga.
Government Plant No. 7, Fisher Body, Cleveland, Ohio.
Government Plant No. 8, Douglas, Chicago, Ill.
Modification Center No. 1, Douglas, Daggett, Calif.
Modification Center No. 2, Consolidated, Tucson, Ariz.
Modification Center No. 3, Lockheed, Dallas, Tex.
Modification Center No. 4, North American, Kansas City, Kans.
Modification Center No. 5, Curtiss-Wright, Buffalo, N. Y.
Modification Center No. 6, Republic, Evansville, Ind.
Modification Center No. 7, Bell, Niagara Falls, N. Y.
Modification Center No. 8, Martin, Omaha, Nebr.
Modification Center No. 9, Vultee, Louisville, Ky.
Modification Center No. 10, United Airlines, Cheyenne, Wyo.
Modification Center No. 11, Northwest Airlines, Vandalia, Ohio.
Modification Center No. 12, Northwest Airlines, St. Paul, Minn.

Non-Manual Employees Employed on the following Fixed-Fee Engineers Projects Are Embraced Within the Delegation to the War Department Agency—Projects and Nearest City

Ainsworth Airfield, Ainsworth, Nebr.
Air Support Command Base, Colorado Springs, Colo.
Alabama Ordnance Works, Sylacauga, Ala.
Alexandria, Q. M. Depot, Alexandria, Va.
Allegany Ordnance Works, Cumberland, Md.
Alliance Glider Base, Alliance, Nebr.
Alterations and Additions to Existing Laundry, Chatham, Mass.
Alterations and Additions to Existing Laundry, Falmouth, Mass.
American Locomotive Company, Schenectady, N. Y.
Anacostia—Dalecarlia Reproduction Plant, Washington, D. C.
Anniston Ordnance Depot, Anniston, Ala.
Arlington Hall Station, Arlington, Va.
Army Airforce Advanced Flying School, La-Junta, Colo.
Army Airforce First Concentration Command, Halls, Tenn.
Army Airforce Storage Depot, Columbus, Ohio.
Ashford General Hospital, White Sulphur Springs, W. Va.
Ashford Internment Camp, White Sulphur Springs, W. Va.
Atlanta Ordnance Motor Base, Atlanta, Ga.
Atlas Building, Columbus, Ohio.
Atterbury, Camp, Columbus, Ind.
Aviation Mechanical Training School, Biloxi, Miss.
Badger Ordnance Works, Earaboo, Wis.
Barge Construction, Jacksonville, Fla.
Bartholomew County Airfield, Columbus, Ind.
Bayonne Terminal, Bayonne, N. J.
Belle Meade Q. M. Depot, Read Valley, N. J.
Beltsville Air Support Command Base, Beltsville, Md.
Belvoir, Fort, Accotink, Va.
Berry Hills Army Air Center, Nashville, Tenn.
Big Springs Army Airfield, Big Springs, Tex.
Billings General Hospital, Indianapolis, Ind.
Black Hills Ordnance Depot, Provo, S. Dak.
Bluegrass Ordnance Depot, Richmond, Ky.
Blytheville Advanced Twin Engine Training School, Blytheville, Ark.
Boeing Field, Seattle, Wash.
Bolling Field, District of Columbia.
Bowman Field, Louisville, Ky.
Bragg, Fort, Fayetteville, N. C.
Breckenridge, Camp, Morganfield, Ky.
Bruning Airfield, Bruning, Nebr.
Buckeye Ordnance Works, South Point, Ohio.
Buckley Field, Denver, Colo.
Buffalo Modification Center #5, Buffalo, N. Y.
Building 703–705 Columbia Pike, Arlington, Va.
Bushnell General Hospital, Brigham City, Utah.
Butler General Hospital, Butler, Pa.
Cactus Ordnance Works, Etter, Tex.
Camp Springs Airfield, Camp Springs, Md.
Campbell, Camp, Clarksville, Tenn.
Carson, Camp, Colorado Springs, Colo.
Carteret Ordnance Motor Reception Park, Carteret, N. J.
Casper Airbase, Casper, Wyo.
Castle Island Terminal, Boston, Mass.
Chaffee, Camp, Fort Smith, Ark.
Chanute Field, Rantoul, Ill.
Cherokee Ordnance Works, Danville, Pa.
Cheyenne Modification Center, Cheyenne, Wyo.
Chicago Aircraft Assembly Plant, Chicago, Ill.
Chickasaw Ordnance Works, Millington, Tenn.
Clarksville Airfield, Clarksville, Tenn.
Cleveland Aircraft Assembly Plant, Cleveland, Ohio.
Cleveland General Hospital, Parma, Ohio.
Colorado Springs Airfield, Colorado Springs, Colo.
Como Internment Camp, Como, Miss.
Congaree Ground Air Support, Congaree, S. C.
Consolidated Aircraft Plants, San Diego, Calif.
Construction for the Bureau of Standards, Loudoun County, Va.
Corinth Tent Camp, Corinth, Miss.
Crowder, Camp, Neosho, Mo.
Customhouse Wharf, Portland, Maine.

Daggett Modification Center #1, Daggett, Calif.
Davis, Camp, Camp Davis, N. C.
Dawes, Fort, Deer Island, Mass.
Del Valle Airfield, Del Valle, Tex.
Denison Dam & Reservoir, Denison, Tex.
Denver Ordnance Plant, Denver, Colo.
Detroit Tank Arsenal, Detroit, Mich.
Dickson Gun Plant, Houston, Tex.
Dix, Fort, Wrightstown, N. J.
Dix, Fort, Airfield, Wrightstown, N. J.
Dixie Ordnance Works, Sterlingtown, La.
Dog Training Center, Front Royal, Va.
Douglas Aircraft Corporation, Long Beach, Calif.
Douglas Elsegundo Plant, Inglewood, Calif.
Dyersburg Airfield, Dyersburg, Tenn.
Eastaboga Air Base, Eastaboga, Ala.
Edgewood Arsenal, Edgewood, Md.
Eglin Field, Valpariso, Fla.
Escanaba Ore Docks, Escanaba, Mich.
Evansville Ordnance Plant, Evansville, Ind.
Fairfax Aircraft Assembly Plant, Fairfax, Kans.
Fairmont Airfield, Fairmont, Nebr.
Fall Creek Ordnance Plant, Indianapolis, Ind.
Fort Crook Modification Center #8, Fort Crook, Nebr.
Fort Belvoir, Fort Belvoir, Va.
Fort Knox, Fort Knox, Ky.
Fort Monroe, Fort Monroe, Va.
Fort Myer, Fort Myer, Va.
Fort Peck Powerhouse, Fort Peck, Mont.
Fort Riley, Fort Riley, Kans.
Fort Worth Parts Plant, Fort Worth, Tex.
Fostoria Plant, Fostoria, Ohio.
Gainesville Airfield, Gainesville, Tex.
Gary Armor Plate Plant, Gary, Ind.
George Field, Lawrenceville, Ill.
Glasgow Airfield, Glasgow, Mont.
Gopher Ordnance Works, Rosemont, Minn.
Gore Airfield, Great Falls, Mont.
Grand Island Airfield, Grand Island, Nebr.
Great Brewster Island, Boston Harbor, Mass.
Great Falls Army Airfield, Great Falls, Mont.
Green River Ordnance Plant, Amboy, Ill.
Greenwood Airfield, Greenwood, Miss.
Grenada Air Support Command Base, Grenada, Miss.
Haan, Camp, Riverside, Calif.
Haddon Hall Alterations, Atlantic City, N. J.
Hale, Camp, Pando, Colo.
Halloran General Hospital, Staten Island, N. Y.
Harrison, Fort Benjamin, Indianapolis, Ind.
Harvard Airfield, Harvard, Nebr.
Headquarters 2nd Army, Memphis, Tenn.
Herington Satellite Airfield, Herington, Kans.
Holston Ordnance Works, Kingsport, Tenn.
Howze, Camp, Gainesville, Tex.
Huntington National Bank Building, Columbus, Ohio.
Huntsville Arsenal, Huntsville, Ala.
Indiana Ordnance Works, Charleston, Ind.
Iowa Ordnance Plant, Burlington, Iowa.
Jackson General Hospital, Jackson, Miss.
Jayhawk Ordnance Works, Baxter Springs, Kans.
Jerome Relocation Center, McGehee, Ark.
Jersey City Q.M. Sub Depot, Somerville, N. J.
Joyce Building, Columbus, Ohio.
Kankakee Ordnance Works, Joliet, Ill.
Kansas City Aircraft Assembly Plant, Kansas City, Kans.
Kansas City Q.M. Depot, Kansas City, Mo.
Kearney Airfield, Kearney, Nebr.
Kearney Equipment Repair Depot, Kearney, Nebr.
Keesler Field, Biloxi, Miss.
Kennedy General Hospital, Memphis, Tenn.
Kentucky Ordnance Works, Paducah, Ky.
Keystone Ordnance Works, Geneva, Pa.
Kingsbury Ordnance Plant, LaPorte, Ind.
Kodak Optical Works, Rochester, N. Y.
La Junta Airfield, La Junta, Colo.
La Junta Auxiliary Fields, Las Animas, Colo.
Lake City Ordnance Plant, Independence, Mo.
Lake Ontario Ordnance Works, Modeltown, N. Y.
Langley Field, Hampton, Va.
Laurinburg-Maxton Air Base, Laurinburg, N. C.
Lawson General Hospital, Atlanta, Ga.
Letterkenny Ordnance Depot, Chambersburg, Pa.
Lewis, Fort, Fort Lewis, Wash.
Lincoln Airbase, Lincoln, Nebr.
Lockheed Vega Aircraft Company, Burbank, Calif.
Longhorn Ordnance Works, Karnack, Tex.
Lordstown Ordnance Depot, Lordstown, Ohio.
Louisiana Ordnance Plant, Minden, La.
Louisville Ordnance Depot, Louisville, Ky.
Lowell Ordnance Depot, Lowell, Mass.
McCain, Camp, Grenada, Miss.
Malden Basic Flying School, Malden, Mo.
Manhattan District Projects,
Marietta Aircraft Assembly Plant, Atlanta, Ga.
Marshall Plant, New Martinsville, W. Va.
Martinsburg General Hospital, Martinsburg, W. Va.
Maumelle Ordnance Works, Marche, Ark.
Maury Plant, Columbia, Tenn.
Mead Equipment Repair Depot, Mead, Nebr.
McClellan, Fort, Anniston, Ala.
McCook Satellite Field, McCook, Nebr.
Memphis Airfield, Memphis, Tenn.
Memphis Q.M. Depot, Memphis, Tenn.
Midwest Air Depot (Tinker Army Airfield), Oklahoma City, Okla.
Milwaukee Ordnance Plant, Milwaukee, Wis.
Missouri Ordnance Works, Louisiana, Mo.
Monmouth, Fort, Red Bank, N. J.
Monroe Reception Center, Monroe, La.
Monticello Internment Camp, Monticello, Ark.
Morgantown Ordnance Works, Morgantown, W. Va.
National Park College, Forest Glen, Md.
New Orleans Port of Embarkation, New Orleans, La.
Newport News Staging Area, Newport News, Va.
New York Ordnance Works, Baldwinsville, N. Y.
Niagara Falls Modification Center #7, Niagara Falls, N. Y.
Niagara Falls Plant, Niagara Falls, N. Y.
Nichols General Hospital, Louisville, Ky.
Nitschke Building, Columbus, Ohio.
North American Aviation Plant, Inglewood, Calif.
North Camp Polk, Leesville, La.
Oklahoma City Aircraft Assembly Plant, Oklahoma City, Okla.
Oklahoma Ordnance Works, Choteau, Okla.
Orangeburg Staging Area, Orangeburg, N. Y.
O'Reilly General Hospital, Springfield, Mo.
Ozark Ordnance Works, El Dorado, Ark.
Pantex Ordnance Plant, Amarillo, Tex.
Paris Airfield, Paris, Tex.
Patterson Field, Osborne, Ohio.
Pennsylvania Ordnance Works, Allenwood, Pa.
Pentagon Building, Arlington, Va.
Phillips, Camp, Salina, Kans.
Pickett, Camp, Blackstone, Va.
Pierre Airfield, Pierre, S. Dak.
Pine Bluff Arsenal, Pine Bluff, Ark.
Pinker Army Air Field, Oklahoma City, Okla.
Pollock Air Support Command Base, Pollock, La.
Port Newark, Newark, N. J.
Portage Ordnance Depot, Ravenna, Ohio.
Potomac River Emergency Railroad Crossing, Arlington, Va.
Pueblo Ordnance Depot, Pueblo, Colo.
Quartermaster Market Center, Alexandria, Va.
Radford Ordnance Works, Radford, Va.
Rapid City Airbase, Rapid City, S. Dak.
Rapid City Cantonment, Rapid City, S. Dak.
Reading Airfield, Reading, Pa.
Red River Ordnance Depot, New Boston, Tex.
Redstone Ordnance Plant, Huntsville, Ala.
Richmond Holding and Reconsignment Point, Richmond, Va.
Richmond Q. M. Depot, Richmond, Va.
Ritchie, Camp, Camp Ritchie, Md.
Rocky Mountain Arsenal, Denver, Colo.
Rocky Mountain Arsenal, Labora, Colo.
Rohwer Relocation Center, McGehee, Ark.
Rome Army Air Depot, Rome, N. Y.
Russell City Airfield, Russell City, Calif.
Ruston Internment Camp, Ruston, La.
St. Joseph Municipal Airport, St. Joseph, Mo.
St. Louis Ordnance Plant, St. Louis, Mo.
St. Louis Plant, St. Louis, Ill.
St. Paul Ford Plant, St. Paul, Minn.
St. Paul Modification Center #12, St. Paul, Minn.
St. Paul Propeller Plant, St. Paul, Minn.
Salina Repair Depot, Salina, Kans.
Sangamon Ordnance Plant, Illiopolis, Ill.
Scioto Ordnance Plant, Marion, Ohio.
Scribner Airfield, Scribner, Nebr.
Second Army Headquarters, Memphis, Tenn.
Sedalia Glider Base, Sedalia, Mo.
Seneca Ordnance Depot, Kendia, N. Y.
Selman Field, Monroe, La.
Seymour Airfield, Seymour, Ind.
Shenango Personnel Replacement Depot, Transfer, Pa.
Sibert, Camp, Gadsden, Ala.
Sioux City Airfield, Sioux City, Iowa.
Sioux Falls Radio Mechanical School, Sioux Falls, S. Dak.
Sioux Ordnance Depot, Sidney, Nebr.
Smokey Hill Airfield, Salina, Kans.
Standish, Camp Myles, Taunton, Mass.
Stout Field, Indianapolis, Ind.
Sturgis Airfield, Sturgis, Ky.
Sunflower Ordnance Plant, Eudora, Kans.
Terre Haute Ordnance Depot, Terre Haute, Ind.
Tomah Radio School, Tomah, Wis.
Topeka Army Airfield, Topeka, Kans.
Topeka General Hospital, Topeka, Kans.
Tuscon Modification Center #2, Tuscon, Ariz.
Tuskegee Army Flying School, Tuskegee, Ala.
Twin Cities Ordnance Plant, St. Paul, Minn.
Tyson, Camp, Paris, Tenn.
Union Central Building Annex, Cincinnati, Ohio.
U. S. O. Building, Norfolk, Va.
U. S. X-Ray School, Memphis, Tenn.
Valley Forge General Hospital, Phoenixville, Pa.
Van Dorn, Camp, Centerville, Miss.
Victory Ordnance Plant, Decatur, Ill.
Vigo Ordnance Plant, Terre Haute, Ind.
Volunteer Ordnance Works, Chattanooga, Tenn.
Wabash River Ordnance Works, Newport, Ind.
Walker Satellite Airfield, Hays, Kans.
Walnut Ridge Airfield, Walnut Ridge, Ark.
Walterboro Airfield, Walterboro, S. C.
Washington, Fort, Silesia, Md.
West Virginia Ordnance Works, Point Pleasant, W. Va.
Westvaco C. W. S. Plant, South Charleston, W. Va.
Winter General Hospital, Topeka, Kans.
Woodrow Wilson General Hospital, Staunton, Va.
Wright Field, Dayton, Ohio.

Non-Manual Employees Employed on the Following Fixed-Fee Projects Within the Areas Encompassed by the Alaskan Department and the Northwest Service Command Are Embraced Within the Delegation to the War Department Agency

Project	*Location*
APO 980 Depot—Shipping, storage and quarrying facilities	APO 980
APO 980 Depot—Construction of all buildings, construction of utilities, perform all concrete work, operate mess and commissary	APO 980
APO 980 Depot—Rental of dredging equipment	APO 980
Depot and paving—Earth excavation	APO 980 and 726
Paving Program	APO 726
Paving Program	APO 980
Paving Program	APO 986
Harbor Improvements	APO 726

§ 809.980o *General Order No. 15.*

Where under the provisions of a bona fide collective agreement there has been established an impartial chairman, umpire, or arbitrator whose duties include the fixing of rates for new jobs, his decisions so rendered need not be submitted for approval to the National War Labor Board, provided that:

(1) The rate or rate range for each new job shall be fixed in an amount which is directly related to and in balance with the established rates or rate ranges of the other jobs covered by the agreement, and shall bear the same relations to rates or rate ranges for similar classifications in the area as the rates or rate ranges set forth in the agreement bear to comparable rates or rate ranges in the area.

(2) A bi-weekly report of rates so fixed shall be transmitted to the Division of Review, Analysis and Research of the National War Labor Board together with sufficient information to establish the aforesaid relationship and balance.

(3) Such decisions shall be subject to the Board's ultimate power of review but any modification or reversal thereof will not be retroactive.

(4) The establishment of such rates should not result in any substantial increase of the level of costs and shall not furnish a basis either to increase price ceilings of the commodity or service involved or to resist otherwise justifiable reductions in such price ceilings.

§ 809.980p *General Order No. 16.*

Adjustments which equalize the wage or salary rates paid to females with the rates paid to males for comparable quality and quantity of work on the same or similar operations, and adjustments in accordance with this policy which recognize or are based on differences in quality or quantity of work performed, may be made without approval of the National War Labor Board, provided that:

(1) Such adjustments shall be subject to the Board's ultimate power of review, but any modification or reversal thereof will not be retroactive;

(2) Such adjustments shall not furnish a basis either to increase price ceilings of the commodity or service involved or to resist otherwise justified reductions in such price ceilings.

(a) *Reporting of adjustments.* Adjustments under this order of wage and salary rates of females employed in facilities embraced within the delegation provided for in General Order No. 14 (§ 809.980n) should be reported to the Wage Administration Section within the Civilian Personnel Division, Headquarters, Army Service Forces.

(b) *Interpretation No. 1 to General Order No. 16.*

Interpretation No. 1 to General Order No. 16. Wage adjustments required by State statutes which prohibit wage discrimination between the sexes are "adjustments which equalize the wage or salary rates paid to females with the rates paid to males for comparable quality and quantity of work on the same or similar operations" within the meaning of General Order No. 16, and may be made without approval of the National War Labor Board.

(c) *Effect of Executive Order No. 9328 on General Order No. 16.* General Order No. 16 has neither been impaired nor amended as a result of Executive Order No. 9328. It remains in full force and effect. (Letter from National War Labor Board Chairman to Secretary of Labor, made public June 4, 1943.)

§ 809.980q *General Order No. 17.*

(a) The National War Labor Board authorizes the Office of Price Administration in establishing area pay scales for its local board clerks to apply in each area the appropriate area pay scale set forth in the instructions contained in its Field Administrative Letter No. 7, Revised, Supplement Number 1; provided, however, that before any such pay scale is made effective it must be certified by the Regional Director of the National War Labor Board that the pay scale appropriate to the area has been properly chosen in accordance with the provisions of said instructions.

(b) Upon approval by the Regional Director the new rates shall apply to all new appointments, promotions, demotions, transfers, and replacements, but they shall not be applied to reduce the rates of pay of present employees in their present positions.

(c) The Office of Price Administration shall file with the Board's appropriate Regional Office copies of any proposed changes in area pay scales, and shall supply any other information or reports the Board may require.

(d) The Regional Director is hereby authorized to approve such proposed changes in area pay scales, when so filed, unless he finds them inconsistent with Executive Order 9250 and the policies and orders of the National War Labor Board. His action on such proposed changes shall be subject to the review provided in the Board's "Procedure in Cases of Voluntary Applications for Wage Adjustments by Private Employers."

§ 809.980r *General Order No. 18.*

(a) The National War Labor Board hereby delegates to the Secretary of the Navy, to be exercised in his behalf by the Office of the Assistant Secretary of the Navy (hereinafter referred to as "The Navy Department Agency"), power to rule upon all applications for wage and salary adjustments (insofar as approval thereof has been made a function of the National War Labor Board), covering civilian employees within the continental limits of the United States and Alaska, employed directly by the Navy Department (but excluding persons employed in government owned, privately operated facilities of the Navy Department), all in accordance with the further provisions of this order.

(b) In performance of its duties hereunder the Navy Department Agency shall comply with the terms of Executive Order No. 9250, dated October 3, 1942, Executive Order No. 9328, dated April 8, 1943, the supplementary directive of May 12, 1943, and all general orders and policies of the National War Labor Board, announced thereunder.

Any wage or salary adjustment approved by the Agency "which may increase the production costs above the level prevailing in comparable plants or establishments" shall become effective only if also approved by the Director of Economic Stabilization. Notice to this effect shall be contained in all rulings issued by the Navy Department Agency hereunder.

Applications for approval of voluntary wage adjustments within the jurisdiction of the Navy Department Agency shall state whether or not the adjustment if approved may increase the production costs above the level prevailing in comparable plants or establishments. If the answer is in the affirmative, the Navy Department Agency shall send to the National War Labor Board for processing to the Office of the Director of Economic Stabilization a copy of the application and a copy of its ruling at the time of issuance thereof, for approval as mentioned above.

The Navy Department Agency, without making an initial ruling thereon, may refer to the National War Labor Board for decision, any case in which the opinion of the Agency presents doubtful or disputed questions of sufficient seriousness and import to warrant direct action by the Board.

(c) The Navy Department Agency shall, so far as is practicable, utilize the information and data of the National War Labor Board or the several Regional War Labor Boards in the determination of area rates in accordance with the wage rate brackets established by the Regional War Labor Boards.

(d) The Navy Department Agency shall transmit to the Wage Stabilization Division of the National War Labor Board copies of its rulings and rules of procedure, if any, and such additional data and reports as said Division or the Board may from time to time deem necessary.

(e) Any ruling by the Navy Department Agency or the Secretary of the Navy, hereunder shall be final, subject to the National War Labor Board's ultimate power to review rulings on its own initiative.

(f) Any ruling by the Navy Department Agency or the Secretary of the Navy hereunder shall be deemed to be the act of the National War Labor Board, unless and until reversed or modified by the Board. Any such order of reversal or modification shall allow a period of two weeks from the date of the Board's order within which to comply with the order.

§ 809.980s *General Order No. 19.*

(a) The Board of Governors of the Federal Reserve System and any of the twelve Federal Reserve Banks, which proposes to make adjustments in the salaries or wages of their employees not fixed by statute, which would otherwise require the prior approval of the National War Labor Board, may make such adjustment on certification to the Board that the adjustment is necessary to correct maladjustments or gross inequities, as permitted by the national wage and salary stabilization policy.

(b) A certificate by the official authorizing the adjustments, stating the nature and amount of such adjustment and briefly setting forth the facts meeting the foregoing requirement will be accepted by the Board as sufficient evidence of the propriety of the adjustment, subject to review by the Board. Modification by the Board of adjustments made pursuant hereto shall not be retroactive.

(c) In the case of adjustments made hereunder by any of the twelve Federal Reserve Banks, the certificate above mentioned shall, prior to transmittal to the Joint Committee hereafter described, be transmitted to and shall be subject to the approval of the Board of Governors of the Federal Reserve System.

(d) The certificate prescribed herein, together with four (4) copies thereof, shall be filed promptly with the Committee established by joint action of the National War Labor Board and the Commissioner of Internal Revenue, namely, the Joint Committee on Salaries and Wages, Room 5406, Department of Labor Building, Washington, D. C., which will forward the same to the Board or Commissioner, as the case may require.

(e) The certification procedure shall not apply to any adjustment which would raise salaries or wages beyond the minimum non-inflationary going rates for similar occupational groups in the labor market area.

§ 809.980t *General Order No. 20.*

(a) The United States Employment Service or any of its state administrative offices which proposes to make adjustments in the salaries or wages of its employees not fixed by statute, which would otherwise require the prior approval of the National War Labor Board, may make such adjustment on certification to the Board that the adjustment is necessary to correct maladjustments or gross inequities, as permitted by the national wage and salary stabilization policy.

(b) A certificate by the appropriate official of the United States Employment Service stating the nature and amount of such adjustment, and briefly setting forth the facts meeting the foregoing requirement, will be accepted by the Board as sufficient evidence of the propriety of the adjustment, subject to review by the Board. Modification by the Board of adjustments made by the United States Employment Service or one of its state administrative offices acting pursuant hereto shall not be retroactive.

(c) The certificate prescribed herein, together with four copies thereof, shall be filed promptly with the committee established by joint action of the National War Labor Board and the Commissioner of Internal Revenue, namely, the Joint Committee on Salaries and Wages, Room 5406, Department of Labor Building, Washington, D. C., which will forward the same to the Board or the Commissioner, as the case may require.

(d) The certification procedure shall not apply to any adjustment which would raise salaries or wages beyond the minimum non-inflationary going rates for similar occupational groups in the labor market area.

§ 809.980u *General Order No. 21.*

(a) The National War Labor Board hereby delegates to the Secretary of the Interior, to be exercised on his behalf by the Special Adviser on Labor Relations to the Secretary of the Interior (hereinafter referred to as the Interior Department Agency), the power to approve or disapprove all applications for wage and salary adjustments (insofar as approval thereof has been made a function of the National War Labor Board) covering employees of the Interior Department within the continental limits of the United States and Alaska whose wages or salaries are not fixed by statute, all in accordance with the further provisions of this order.

(b) In the performance of its duties hereunder the Interior Department Agency shall comply with the terms of Executive Order 9250, dated October 3, 1942 and any other General Order or policy of the National War Labor Board heretofore or hereafter issued thereunder. The Interior Department Agency, without making an initial ruling thereon may refer to the Board, for decision by the Board, any case which in the opinion of the agency presents doubtful or disputed questions of sufficient seriousness and import to warrant direct action by the Board.

(c) The Interior Department Agency shall transmit to the Review and Analysis Division of the National War Labor Board copies of its rulings, and rules of procedure, if any, as they are issued, and such additional data and reports as said Division or the Board may from time to time deem necessary.

(d) Any ruling by the Interior Department Agency hereunder shall be deemed to be the act of the National War Labor Board and shall be final subject to the National War Labor Board's ultimate power to review rulings on its own initiative, and to reverse or modify the same. Any such order of reversal or modification shall not be retroactive and shall allow the Interior Department Agency a period of two weeks from the date of the Board's order, within which to comply with the order.

(e) Nothing herein contained shall be construed as affecting the advisory duties and functions of the following Wage Boards heretofore constituted by order of the Secretary of the Interior and any similar Boards so constituted in the future:

(1) Boulder Canyon Project Wage Board.
(2) Columbia Basin Project Wage Board.
(3) Central Valley Project Wage Board.
(4) Parker Dam Power Project Wage Board.
(5) Boulder City Experiment Station Wage Board.

§ 809.980v *General Order No. 22.*

(A) No clause contained in any labor agreement, commonly known as an "escalator clause", relating to wages or salaries subject to the jurisdiction of the National War Labor Board, regardless of when the agreement was made, which provides for an adjustment in wage rates after October 3, 1942, or an adjustment in salary rates after October 27, 1942 because of changes in the cost of living, shall be enforced, where such adjustment would result in rates in excess of fifteen per cent above the average straight time hourly rates or equivalent salary rates prevailing on January 1, 1942.

(B) Adjustments within the fifteen per cent limit must be submitted for approval by the Board in the usual manner.

§ 809.980w *General Order No. 23.*

General Order No. 23, adopted by the National War Labor Board on December 18, 1942, was revoked on May 14, 1943. In its place the following order was adopted.

(a) The Territory of Alaska is hereby made a part of Region XII of the National War Labor Board. Approval of voluntary applications for wage and salary adjustments and dispute cases arising within the Territory of Alaska shall be processed as hereinafter provided.

(b) The Territorial Representative of the Wage and Hour and Public Contracts Division of the United States Department of Labor shall receive all requests for rulings and applications for approval of voluntary wage and salary adjustments insofar as such matters are within the jurisdiction of the National War Labor Board.

(c) There is hereby created within the Territory of Alaska a Branch Office of the Regional War Labor Board for Region XII.

(d) There shall be appointed a Wage Stabilization Director within the Territory of Alaska, who shall exercise the same authority within the territory as that exercised by the Wage Stabilization Director in Region XII.

(e) There shall be appointed a Regional Attorney and Disputes Director within the Territory of Alaska, who shall exercise the same authority within the territory as that exercised by the Regional Attorney and Disputes Director in Region XII. As Disputes Director, he shall have authority to set up tripartite panels for hearings on dispute cases, the recommendations of the panels to be sent to the Twelfth Regional Board for approval or disapproval.

(f) Any ruling of the Regional War Labor Board, Region XII, shall be final, subject to the National War Labor Board's ultimate power to review rulings on its own initiative. No action of the National War Labor Board with respect to rulings of said Regional War Labor Board shall be retroactive.

(g) Disputes arising in the Territory of Alaska shall, unless otherwise directed by the National War Labor Board, be referred to the Regional War Labor Board for Region XII.

(h) Jurisdiction and Procedure for Regional War Labor Boards shall be applicable to the Branch Office of the Regional War Labor Board for Region XII, except that owing to difficulties of communication and transportation, time limitations may be relaxed in case of necessity.

§ 809.980x *General Order No. 24.*

(a) The National War Labor Board hereby delegates to the Secretary of Agriculture, to be exercised on his behalf by the Director of Personnel of the Department of Agriculture (hereafter referred to as Agriculture Department Agency), the power to approve or disapprove all applications for wage and salary adjustments (insofar as approval thereof has been made a function of the National War Labor Board) covering employees of the Department of Agriculture, and employees of instrumentalities of the Department of Agriculture, within the continental limits of the United States and Alaska whose wages and salaries are not fixed by statute, including

(1) Employees and members of Agricultural Conservation Committee.

(2) Employees under cooperative agreements.

(3) Employees of agencies under supervision of the Farm Credit Administration, and

(4) Persons engaged in the administration of marketing agreements, orders, and licenses.

all in accordance with the further provisions of this order.

(b) In the performance of its duties hereunder, the Agriculture Department Agency shall comply with the terms of Executive Order 9250, dated October 3, 1942 and any General Order or policy of the National War Labor Board heretofore or hereafter issued thereunder. The Agriculture Department Agency, without making an initial ruling thereon, may refer to the Board, for decision by the Board, any case which, in the opinion of the Agency presents doubtful or disputed questions of sufficient seriousness and import to warrant direct action by the Board.

(c) The Agriculture Department Agency shall transmit to the Review and Analysis Division of the National War Labor Board monthly reports of its rulings, and copies of its rules of procedure, if any, as they are issued, and such additional data and reports as said Division or the Board may from time to time deem necessary.

(d) Any ruling by the Agriculture Department Agency hereunder shall be deemed to be the act of the National War Labor Board and shall be final, subject to the National War Labor Board's ultimate power to review rulings on its own initiative, and to reverse or modify the same. Any such order of reversal or modification shall not be retroactive and shall allow the Agriculture Department Agency a period of two weeks from the date of the Board's order, within which to comply with the order.

§ 809.980y *General Order No. 25–A.*

General Order No. 25, adopted on December 22, 1942, is hereby revoked. In its place, the following Order is adopted:

(a) The National War Labor Board in accordance with the further provisions of this Order hereby delegates to the Board of Directors of the Tennessee Valley Authority the power to approve or disapprove all applications for adjustments of wages and salaries (insofar as approval thereof has been made a function of the National War Labor Board) of employees of the Tennessee Valley Authority; also applications to equalize the wages and salaries of laborers and mechanics while actually employed by contractors in performing contracts with the Tennessee Valley Authority within paragraph 2 section 3 of the Tennessee Valley Authority Act, as amended, with the wages and salaries of like employees of the Tennessee Valley Authority.

(b) In the performance of its duties hereunder, the Board of Directors of the Tennessee Valley Authority shall comply with Executive Order 9250, dated October 3, 1942, Executive Order 9328, dated April 8, 1943, the supplement thereto issued by the Director of Economic Stabilization on May 12, 1943, and all principles and policies of the National War Labor Board and the Director of Economic Stabilization heretofore or hereafter announced. In ruling on applications for adjustments of wages and salaries of laborers and mechanics employed by contractors, it shall approve them only if they fix the same wages and salaries for such employees as for the employees of the Tennessee Valley Authority performing like work. Disapproval of an application on the ground that it does not fix such equal wages and salaries shall not preclude application through other channels of the National War Labor Board. The Board of Directors of the Tennessee Valley Authority, without making an initial ruling thereon may refer to the National War Labor Board, for decision by the Board, any application which in its opinion presents doubtful or disputed questions of sufficient seriousness and import to warrant direct action by the Board.

(c) The Board of Directors of the Tennessee Valley Authority shall transmit to the Review and Research Division of the National War Labor Board copies of its rulings, and rules of procedure, if any, as they are issued, and such additional data and reports as said Division or the Board may from time to time deem necessary.

(d) Any ruling by the Board of Directors of the Tennessee Valley Authority hereunder shall be deemed the act of the National War Labor Board and shall be final, subject to the National War Labor Board's right to review rulings on its own motion and to reverse or modify the same. Any such reversal or modification shall not be retroactive and shall allow the Tennessee Valley Authority or the contractor, as the case may be, a period of two weeks for compliance.

§ 809.980z *General Order No. 26.*

(a) Organizations established as nonprofit community chest funds, foundations or cemetery companies, and organizations operated without profit and exclusively for religious, charitable, scientific, literary or educational purposes, which have been exempted from the payment of income and social security taxes (including nonprofit organizations which maintain and operate hospitals), shall be exempt from the necessity of filing applications for approval of wage and salary adjustments of their employees within the jurisdiction of the National War Labor Board.

(b) Such organizations will, nevertheless, be expected to observe and abide by the national wage and salary stabilization policy in making any adjustments in the wages or salaries of their employees.

(c) The Regional War Labor Boards may recommend to the National War Labor Board such exceptions to the provisions of this order as are necessary to effectuate the wage and salary stabilization policies of the National War Labor Board, which exceptions, if approved by the National War Labor Board, shall, unless otherwise specified, apply only within the territorial jurisdiction of the Regional Board making the recommendation.

§ 809.980aa *General Order No. 27.*

(a) The National War Labor Board, in accordance with the further provisions of this order, hereby delegates to the Administrator of the National Housing Agency, to be exercised on his behalf by the Commissioner of the Federal Public Housing Authority (hereafter referred to as the Housing Wage Agency), the power to approve or disapprove all applications for adjustments of wages and salaries (insofar as approval thereof has been made a function of the National War Labor Board) of employees whose wages and salaries are not fixed by statute that are employed within the continental United States and Alaska by

(1) Federal Public Housing Authority
(2) Defense Homes Corporation, and
(3) Property managers of Defense Homes Corporation projects.

(b) In the performance of its duties hereunder the Housing Wage Agency shall comply with Executive Order 9250, dated October 3, 1942, Executive Order 9328, dated April 8, 1943, the supplement thereto issued by the Director of Economic Stabilization on May 12, 1943, and all principles and policies of the National War Labor Board and the Director of Economic Stabilization heretofore or hereafter announced. The Housing Wage Agency, without making an initial ruling thereon may refer to the National War Labor Board, for decision by the Board, any application which in its opinion presents doubtful or disputed questions of sufficient seriousness and import to warrant direct action by the Board.

(c) The Housing Wage Agency shall transmit to the Review and Research Division of the National War Labor Board copies of its rulings, and rules of procedure, if any, as they are issued, and such additional data and reports as said Division or the Board may from time to time deem necessary.

(d) Any ruling by the Housing Wage Agency hereunder shall be deemed the act of the National War Labor Board and shall be final, subject to the National War Labor Board's right to review rulings on its own motion and to reverse or modify the same. Any such reversal or modification shall not be retroactive and shall allow the Commissioner of the Federal Public Housing Authority a period of two weeks for compliance.

§ 809.980bb *General Order No. 30.*

In accordance with the provisions of Section 4 of Title II of Executive Order 9250, increases in wage or salary rates which do not bring such rates above 40¢ per hour may be made without the approval of the National War Labor Board.

§ 809.980cc *General Order No. 31.*

General Order No. 31 adopted by the National War Labor Board on 26 May 1943, was amended on 24 August 1943, to read as follows:

The following regulations supplementary to General Orders 5, 6, and 9 relating to wage and salary schedules and to plans for making individual wage and salary adjustments under such schedules are hereby adopted:

I. EMPLOYERS OF 30 OR FEWER EMPLOYEES

Without regard to the requirements of General Orders 5, 9, or 31, an employer of 30 or fewer employees may, without approval of the National War Labor Board, make individual increases in the wage or salary rates of his employees for particular jobs as a reward for improved quantity and/or quality of work or service, provided that:

A. The total of such increases to any individual employee (subject to National War Labor Board jurisdiction) shall not exceed ten cents per straight-time hour during any year (beginning July 1, 1943), and the total amount expended on such increases during any such year shall not exceed an average of five cents per straight-time hour for all the employees in the establishment whose wage or salary rates are subject to the jurisdiction of the National War Labor Board.

B. Such increases shall not be made the basis of an application to the National War Labor Board for approval of increases to eliminate intraplant inequities.

C. Such increases shall not result in the payment to any employee of a rate in excess of the highest rate paid by the employer between July 1, 1942, and June 30, 1943, for jobs of similar skill, duties, and responsibility.

D. Such increases shall not result in any appreciable increase in the level of production costs and shall not furnish a basis either to increase prices or to resist otherwise justifiable reductions in prices.

E. Such increases shall not be made contrary to the terms of any collective bargaining agreement covering any or all of the employees of such employer.

Such employer is not precluded from applying to the National War Labor Board for approval of a schedule of making individual wage or salary adjustments as provided below for employers of 31 or more employees.

II. EMPLOYERS OF 31 OR MORE EMPLOYEES

An employer of 31 or more employees may make individual increases in the wage or salary rates of his employees under General Orders 5 and 9 without National War Labor Board approval only under a schedule which conforms to the following standards:

In order to have a "schedule" within the meaning of General Orders 5 and 9, an employer must satisfy the following two requirements: He must have (a) job classification wage or salary rates or rate ranges and (b) a plan for making individual adjustments within and between such wage or salary rates or rate ranges.

A. Job-Classification Rates or Rate Ranges Properly in Existence Do Not Require Approval of the National War Labor Board.

1. A job classification is a category of jobs or positions which are similar in nature and content and in required amount of knowledge, skill, experience, and responsibility. A job classification involves more than a mere descriptive title; the classification must be clearly defined and described. Where jobs differ as to knowledge, skill, experience, and responsibility, there should be different job classifications. (For example, typists, stenographers, and secretaries should each be considered separate job classifications because the respective work differs as to skill, content, and responsibility. These three categories may not be grouped together in one job classification.

2. A job classification rate exists where an employer pays a single rate rather than a range of rates for a given job classification. Jobs remunerated on a piece-rate basis are normally considered to be in single-rate job classifications.

3. A job classification rate range exists where an employer pays, for a given job classification, a number of rates varying from a clearly designated minimum rate to a clearly designated maximum rate.

(a) A mere descriptive job title and a poorly defined or extremely wide rate range is not a job classification rate range.

(b) The minimum and maximum rates are not necessarily the lowest and highest rates being paid at a given time for a particular job classification. For special reasons (e. g., lack of experience or superior ability) particular employees may be receiving less than the minimum or more than the maximum rate. Moreover, it may happen at a given time that no employee is receiving the actual minimum or maximum rate for a particular job classification.

4. Job classification rates or rate ranges properly in existence are those (as defined above) which were (a) in existence prior to October 3, 1942, or (b) those resulting from permitted or approved adjustments subsequent to that date, or (c) rates set for new jobs under either the former or the revised General Order No. 6. Improper adjustments of rates for job classifications or for individual employees are not a basis for determining a job classification rate or rate range.

B. A Plan Properly in Existence Does Not Require Approval of the National War Labor Board.

1. A plan is an orderly, definite procedure or a group of procedures for making adjustments, within specified limits, in the wage or salary rates of individual employees (a) within particular job classifications and (b) when they move from one job classification to another.

Such a plan ordinarily includes (a) tests and procedures for determining whether employees are to be given individual rate adjustments and (b) limits on the number of adjustments, the timing of adjustments, and the average or total amount of money to be granted in the adjustments over a given period of time. (It is not essential that a given plan include all the foregoing items.)

2. A plan properly in existence is one (as defined above) under which individual rate adjustments are made in conformity with the provisions of (a) collective bargaining or other bona fide established agreement which was in effect on June 30, 1943, or (b) written statements, minutes, or memoranda of the employer which were in existence and effect on or before June 30, 1943, or (c) a plan approved by the National War Labor Board or by any of its authorized agents or agencies, or (d) the plan outlined below.

C. Employers Having No Existing Plan.

Employers who have no plan properly in existence (as defined under (a), (b), or (c) of the paragraph immediately above) may adopt the following plan without obtaining approval from the National War Labor Board.

Employers who wish to replace properly existent plans with the following plan may also do so without Board approval (but see Section III–A–3 below):

1. Merit Increases or Automatic Length-of-Service Increases:

(a) Merit increases are individual wage or salary rate adjustments made as a reward for improved quantity and/or quality of work or service. Automatic length-of-service increases are individual adjustments usually made automatically at the end of specified periods of satisfactory service.

(b) Both such increases must be made only within job classification rate ranges (as defined above).

(c) The total of such increases to any individual employee (subject to National War Labor Board jurisdiction) shall not exceed, during any year (beginning July 1, 1943), ten cents per straight-time hour or more than two-thirds of the difference between the appropriate minimum and maximum rates, whichever increase is greater; and the total amount expended on such increase during any such year shall not exceed an average of five cents per straight-time hour for all the employees in the establishment who are covered by the plan and whose wage or salary rates are subject to National War Labor Board jurisdiction.

2. Promotions or reclassifications involve individual adjustments which result from moving an employee into a different job classification. Promotions and reclassifications may be made between jobs which bear single rates as well as between jobs which bear rate ranges. When promoted or reclassified to a higher-rated job, an employee (subject to National War Labor Board jurisdiction) may receive a rate not in excess of 15 percent above his rate on his former job or the minimum rate for the new job, whichever is higher; provided, however, that where an employee has special ability and experience, he may be paid a rate within the appropriate range corresponding to such ability and experience.

3. Apprentice or trainee programs involve individual rate adjustments resulting from improvement over specified periods of time in the productive abilities of apprentices or trainees who are employed under a bona-fide apprentice or trainee program as defined below. Under these programs, adjustments may be made with respect to jobs which bear single rates as well as with respect to jobs which bear rate ranges. Apprenticeship or trainee programs for a given job classification—with respect to length of apprenticeship or learner period; proportion of number of apprentices or learners to number of experienced workmen; and relation of apprentice or learner wage rate at various periods to the rate paid to experienced workmen—should conform to the standards set forth in a collective bargaining agreement or in the applicable regulations of federal or state agencies. The reexamination or modification of existing apprentice or trainee programs in the interests of greater production for the war effort is not precluded. Any change in existing apprentice or trainee programs, however, requires Board approval unless made in conformity with changes in the applicable regulations of federal or state agencies.

D. Requirements of Schedules With Respect to All Schedules.

1. Each job classification must be clearly distinguished and described.

2. No appreciable increases in the level of production costs may result from individual rate adjustments, nor shall such adjustments furnish a basis either to increase prices or to resist otherwise justifiable reductions in prices.

3. Individual rate adjustments may not be made the basis for an application to the National War Labor Board for approval of wage or salary rate increases to eliminate intra-establishment inequities.

E. Records.

Any employer who makes individual wage or salary rate adjustments pursuant to a schedule must hereafter keep available in his establishment(s) for a period of two years records showing (1) for each job classification, (a) the rate or range of rates and (b) the description; (2) a statement of the plan making adjustments within the rate ranges and between the rates or rate ranges; (3) the date when the schedule was established; (4) for each employee who received an adjustment, his name, the date hired, the date of and the reason for adjustment, the job classification, and the rate of pay before and after the adjustment. No particular order or form is prescribed for these records, provided that the information required is readily obtainable.

III. GUIDES FOR OBTAINING BOARD APPROVAL WHERE REQUIRED

A. Requirements for Approval.

All wage or salary rate schedules (as defined) which are not exempt from the requirement of Board approval (as stated above) must be submitted for approval to the appropriate Regional War Labor Board. In order that the making and the examination of such applications for approval may be facilitated, certain requirements are outlined below.

1. Proposed rate ranges (where it is desired to make individual merit or automatic length-of-service increases) as well as promotions and reclassification involved.

2. Proposed single rates (where it is desired to make promotions or reclassifications but not to make merit increases or automatic length-of-service increases) should be set forth for each job classification involved.

3. Each job classification involved should be clearly distinguished and described.

4. So far as plans for making individual adjustments between rates or within and between rate ranges (either for existing establishments or for new establishments and departments) are concerned, a proposed plan should contain the following information with respect to one or more of the methods outlined below. The plan so submitted need not necessarily conform to the criteria of the plan set forth above, which does not require Board approval.

(a) Merit increases: The average amount of increase to be given during any year for all employees covered by the plan and the maximum amount (in cents per hour or in terms of the percentage of the difference between the minimum and maximum rates of the range) of the increase to be given during a given year to any employee.

(b) Automatic length-of-service increases: The average amount of increase to be given during any year for all employees covered by the plan and the maximum amount (in cents per hour or in terms of the percentage of the difference between the minimum and maximum rates of the range) of the increase to be given during a given year to any employee.

(c) Promotions or reclassifications: The rate to be paid upon promotion or reclassification to a higher-rated job, whether the minimum rate called for by the new job or a rate in excess of such minimum, and, if a rate in excess of the minimum called for by the new job is to be paid, the criteria that will determine the rate should be described (e. g., special skill and experience, other unusual qualifications, etc.).

(d) Apprentice or trainee systems: The conformity of the plan with the standards set forth in appropriate collective bargaining agreements or in appropriate regulations of federal or state agencies with respect to the following items: length of apprenticeship or learner period; proportion of number of experienced workmen in a given job classification; and relation of apprentice or learner rate at various periods to the rate paid experienced workmen.

The plan should also indicate the approximate percentage increase in payroll costs and in production (total) costs.

5. If there is a duly recognized or certified labor organization which is entitled to bargain on wage matters for any or all of the employees included in a proposed schedule or in a proposed change in an existing schedule, approval must be jointly requested by the employer and such labor organization, of that part of the schedule which directly involves employees represented by such labor organization. Similarly, agreement with such labor organization must be obtained by the employer before he can adopt or change to the plan which does not require Board approval. If an agreement on any point cannot be reached, the parties may jointly submit the issue to the appropriate Regional War Labor Board for determination or may ask the Regional Board to refer the matter to the National War Labor Board for determination. Failing joint submissions, the matter will be treated as a dispute case.

6. Where an application includes more than one establishment, it shall set forth separately a schedule for each establishment or for each group of similar establishments.

7. Companies having establishments in more than one region may apply for approval of schedule, where approval is necessary, in each of the regions where the establishments are located or in the region in which is located the company office at which the schedules are determined. In the latter case, the Regional Board may, if it considers that the application warrants national consideration, refer it to the National War Labor Board.

B. Changes in Existing Schedules

Any employer who wishes to make a change in one or more provisions of his properly existent wage or salary rate schedule (except changes in conformity with the plan which may be adopted without Board approval) may obtain consideration of such proposed change from the appropriate Regional War Labor Board without the necessity of having his entire schedule approved or reapproved.

§ 809.980dd *General Order No. 36.*

(a) Until further order of the National War Labor Board no increase or decrease in wages or salaries paid in the Territory of Hawaii shall be made without the prior approval of the National War Labor Board or its duly authorized agent, except such as are required by law; and no general order of the National War Labor Board authorizing the making of wage or salary increases or decreases without the prior appoval of the Board shall apply to wages or salaries paid or received within the Territory of Hawaii.

(b) The exemption provided for by General Order No. 4, as amended, shall not apply to the Territory of Hawaii.

(c) As soon hereafter as practical, the Board will prescribe appropriate regulations and general orders for the making of such adjustments in wages and salaries in the Territory of Hawaii as are consonant with the

purposes of the Anti-inflation Act of October 2, 1942, and the executive orders and regulations issued thereunder and with the needs of stabilization in the Territory and for the peaceful adjustment of labor disputes pursuant to the War Labor Disputes Act. Pending the promulgation of such regulations and general orders the Wage and Hour Division of the United States Department of Labor, Honolulu, is hereby designated as the agent of the National War Labor Board authorized to receive applications for approval of proposed wage or salary adjustments and to issue rulings concerning the interpretation and application of these resolutions.

§ 809.981 *Delegations to industrial commissions.* From time to time the National War Labor Board delegates to Industrial Commissions the power to approve or disapprove applications for wage and salary adjustments (insofar as approval thereof has been made a function of the National War Labor Board) of employees within such respective industries. Such delegations are set forth in directive orders of the Board and appear in the succeeding sections which are designated 809.981a to 809.981f, inclusive.

§ 809.981a *West Coast Lumber Commission.*

By virtue of and pursuant to the powers vested in it by Executive Order No. 9017 of January 12, 1942, the Executive orders and regulations issued under the Act of Congress of October 2, 1942, and the War Labor Disputes Act of June 25, 1943, the National War Labor Board, on November 20, 1943, supplemented and amended its directive order of September 17, 1942, as amended by directive orders of October 14, 1942, and January 5, 1943, to read as follows:

1. The West Coast Lumber Commission, hereinafter called the Commission, shall consist of six members appointed by the National War Labor Board. Of the persons so appointed, two shall represent labor, two shall represent industry, and two shall represent the public. The two industry members of the Commission shall be appointed upon recommendation of the industry members of the National War Labor Board. One of the two labor members of the Commission shall be appointed upon recommendation of the AFL members of the National War Labor Board, the other upon recommendation of the CIO members of the National War Labor Board. The National War Labor Board shall designate one public member of the Commission to act as chairman. Four alternate industry members of the Commission shall be appointed by the National War Labor Board upon recommendation by the industry members of the National War Labor Board. Four alternate labor members of the Commission shall be appointed by the National War Labor Board, two of whom shall be recommended by the AFL members of the National War Labor Board and two by the CIO members of the National War Labor Board. The labor and industry members of the Commission, both regular and alternate, may be chosen from either within or outside of the lumber industry. Not more than two industry members and not more than two labor members of the Commission shall be permitted to sit and transact business of the Commission at any one time. Three members of the Commission shall constitute a quorum, providing labor, industry, and the public are represented in such quorum. The vote of a majority of the quorum shall be deemed sufficient to render a binding decision by the Commission.

2. The Commission shall have jurisdiction over labor disputes, voluntary wage adjustments, and salary adjustments (where the rate at which the salary, exclusive of bonuses and additional compensation and without regard to the contemplated adjustment, computed on an annual basis, is not in excess of $5,000 per annum) in all cases which involve the production of lumber and lumber products in Oregon, Washington, Idaho, Montana, and California. The Commission shall have power (a) to conduct hearings and labor disputes and to issue directive orders affecting the same and (b) to receive and make final rulings on applications for voluntary wage or salary adjustments in the lumber industry submitted for approval of the National War Labor Board in accordance with the national wage stabilization policy. All rulings and orders of the Commission shall be filed with the National War Labor Board.

3. That, in view of the vital importance of the lumber industry to the production of those things essential to the successful prosecution of the war, the Commission shall have the power to promulgate such rules and regulations, issue such orders and take such actions relating to the issues before it as may be necessary to effectuate a stabilization of labor conditions in the lumber industry of the area designated in paragraph two above, secure industrial harmony in said area, and assure maximum production of lumber and lumber products.

4. The Commission shall not take original jurisdiction over any dispute case but it shall have the power to determine whether, within the terms of this order, it may properly assume jurisdiction over any dispute after the dispute had been referred to the Commission by the Board. However, in case of a strike or threatened strike in the lumber industry, the Commission may issue an order requiring the workers to remain on their jobs or to return to their jobs and maintain the status quo as it existed prior to the dispute pending conciliation by the United States Conciliation Service, or if necessary, determination on the merits by the Commission after reference of the case to the Commission by the National War Labor Board. Such order shall be issued only after consultation with the United States Conciliation Service. Immediately upon being apprised of a dispute the Commission shall notify the liaison officer of the United States Conciliation Service or, in his absence, the conciliator nearest to the dispute. In the event that a strike should occur or be threatened subsequent to certification, the Commission shall order the workers to return to work or to remain on their jobs and shall refuse to exercise its jurisdiction until they have complied with the order. The United States Conciliation Service shall be free to call upon the Commission to cooperate with it in the settlement of any dispute during the period of conciliation and prior to actual certification. The Commission shall inform the National Board promptly of strikes or threatened strikes and shall keep the Board informed as to the status of such matters.

5. The rulings of the Commission on voluntary wage or salary adjustments, as well as its directive orders on wage issues in dispute cases, shall conform to the policies of the National War Labor Board, based on Executive Orders 9250 and 9328, the policy directive of May 12, 1943, issued by the Director of Economic Stabilization, and the War Labor Disputes Act of June 25, 1943. Accordingly, any wage or salary adjustment approved or ordered by the Commission "which may furnish the basis either to increase price ceilings or to resist otherwise justifiable reductions in price ceilings or, if no price ceilings are involved, which may increase the production costs above the level prevailing in comparable plants or establishments," shall become effective only if also approved by the Director of Economic Stabilization. Notice to this effect shall be contained in all rulings and orders issued by the Commission in wage cases. The Commission may give approval to all applications which request authority to adjust wages, including adjustment of piece rates, to conform with the wages determined by the Commission in cases involving wage disputes in the same community.

6. In cases of voluntary applications for approval of wage or salary adjustments and in dispute cases involving wage or salary issues, the Commission shall follow the procedure outlined in §§ 809.979 through 809.979 (l). The West Coast Lumber Commission shall exercise those powers, duties, and functions which are listed in said paragraphs as being applicable to regional war labor boards and regional attorneys. For the purpose of this order, and within the sphere of its jurisdiction, the Commission shall sit in lieu of said regional boards and regional attorneys.

7. The Commission shall, so far as practicable, utilize the information, data, and staff services of the National War Labor Board or the regional boards, and of other Federal departments and agencies. The employment by the Commission of additional personnel, facilities, or services shall be subject to the approval of the National War Labor Board.

8. The rulings of the Commission on voluntary wage or salary adjustments and upon preliminary inquiries concerning proposed wage or salary adjustments and the directive orders of the Commission in dispute cases shall have the same effect and shall be subject to the same provisions for stay and review by the National War Labor Board as rulings and orders of the regional war labor boards, as set forth in §§ 809.979 through 809.979 (l).

9. The decisions, general orders, and other actions of the Commission rendered pursuant to the authority conferred upon the Commission by the National War Labor Board's directive order of September 17, 1942, as amended by directive orders of October 14, 1942 and January 5, 1943, shall remain in full force and effect unless modified herein, or unless previously modified by the National War Labor Board action. All provisions of the aforesaid directive order of September 17, 1942, as amended shall remain in full force and effect unless and until further amended by the National War Labor Board.

10. The Commission shall submit to the National War Labor Board monthly reports concerning pending dispute and voluntary wage and salary cases and its actions during the preceding month relative to both pending and closed cases.

(a) On October 6, 1942, the National War Labor Board appointed the following persons as paid members of the West Coast Lumber Commission:

Chairman—Ben H. Kizer.

For industry—E. B. McNaughton and Dean Ballard.

For labor—James Landye and William Geurts.

(b) *Non-ferrous Metals Commission.* (December 3, 1942).

By virtue of the authority vested in it under Executive Orders #9017 and #9250, and in order to effectuate its resolution adopted October 23, 1942, establishing a Non-ferrous Metals Commission, the National War Labor Board hereby orders that:

1. The Non-ferrous Metals Commission shall have jurisdiction over and shall hear and determine labor disputes and requests for wage and salary adjustments affecting the stabilization of the mining, milling, smelting and refining of non-ferrous metals, referred to it by the Board or referred to it, under conditions to be established by the Commission, by the Regional Directors of the 9th, 10th and Alaskan regions of the Board.

The jurisdiction of the Commission shall not extend to those enterprises which supply materials and equipment to the above-named industries.

2. The Commission shall consist of a chairman and vice-chairman representing the public, two representatives of industry, and two representatives of labor. The National War Labor Board may, at any time, appoint alternates for the representatives of labor and industry.

3. In the determination of matters within its jurisdiction the Commission shall be governed by the provisions of Executive Orders #9017 and #9250; and it shall, subject to the approval of the National War Labor Board, have power to promulgate rules and regulations appropriate for the performance of its duties.

4. The determinations and orders of the Commission shall be final and binding upon the parties, subject only to review by the National War Labor Board on its own motion. Any ruling by the Commission shall be deemed to be the act of the National War Labor Board unless and until reversed or modified by the Board; and any such reversal or modification shall take effect only from the date of its issuance, provided, however, that if a ruling denying an application for permission to make wage adjustments is overruled, the final ruling shall incorporate as the effective date of the increase that date which was specified in the application as the effective date.

5. In any case where the employer at the time of the filing of the application for approval of a wage increase or at the time of referral of the case to the Commission indicates that he intends to seek price relief if a wage increase is approved, he shall state fully upon a form approved by the National War Labor Board the relation between the proposed wage increase and the employer's price situation, and what the effect would be on the employer's business if wages were increased without price itself. A copy of said form shall be sent to the Office of Price Administration.

Copies of all rulings of the Commission in cases in which an application for price increase is involved shall be sent to the Office of Price Administration, as well as to the parties.

If application for a wage increase in such a case is approved, the ruling shall state that it will become effective only on final approval by the National War Labor Board, and, when required by the provisions of Executive Order #9250, by the Economic Stabilization Director.

6. The Commission shall, so far as practicable, utilize the information, data and staff services of the National War Labor Board and of other Federal Departments and agencies. The employment by the Commission of additional personnel, facilities or services shall be subject to the approval of the National War Labor Board.

(a) On November 29, 1942, the National War Labor Board appointed the following members of the Non-Ferrous Metals Commission:

For the public—Charles A. Graham, Chairman and John Gorsuch, Vice Chairman.
For labor—James F. O'Brien and A. E. Stevenson.
For industry—Henry M. Hartman and S. M. Thompson.
Executive secretary—James M. Burns.

(b) By Directive Order the National War Labor Board amended the Order of December 3, 1942 (above) by deleting the second paragraph of subdivision 5 and substituting therefor the following:

Copies of all rulings of the Commission in cases in which an application for price increase is involved shall be sent to the National War Labor Board for transmittal to the Office of Price Administration.

§ 809.981c *Detroit Area Tool & Die Commission.*

(December 14, 1942).

(1) There shall be created immediately a National War Labor Board Detroit Area Tool and Die Commission which shall take jurisdiction over, hear, and determine all pending and future disputes, requests for interpretations, petitions for voluntary wage increases or adjustments in minima rates, and any other matters within the jurisdiction of the National War Labor Board concerning the tool and die industry in the area hereinabove specified.

(2) The Commission shall consist of a permanent Chairman appointed by the National War Labor Board and industry and labor representatives, serving on an ad hoc basis, chosen by the Chairman of the Commission from a panel of names approved by the National War Labor Board. In cases involving no disputes or conflicts of interests the Chairman may act alone. In selecting panels, the Chairman shall take into account the conflicting interests involved in the matter to be considered.

(3) The Commission shall have the power to determine whether, within the terms of this Order, it may properly assume jurisdiction over any dispute. All cases involving wage disputes within the terms of this Order may be referred by the parties directly to the Commission without prior recourse to the United States Conciliation Service. All petitions for approval of voluntary wage increases or adjustment of minima rates for tool and die workers within the area hereinabove specified shall be referred in the first instance to the Commission; provided, however, that the Commission shall in all such cases inform the Regional Director for the Fifth Region as to the action taken by it and shall send him copies of all wage agreements approved.

(4) The determinations of the Commission shall be final and binding upon all parties coming before the Commission except and until the National War Labor Board, in any given case, having decided to review the Commission's determination of that case, reverses or modifies the determination.

(5) A review by the National War Labor Board of any action, finding, or order of the Commission shall not be considered a right of parties coming before the Commission but will be granted only in the discretion of the National War Labor Board for good cause shown.

(a) The area covered by the Tool and Die Commission order shall include the counties of Wayne, Oakland, Macomb, Monroe, Washtenaw and Genesee in the State of Michigan and is subject to extension upon further order of the National War Labor Board. Tool and die workers in all jobbing and manufacturing plants in such area are covered by the Commission's jurisdiction. Manufacturing plants are defined to include those employing tool and die workers for the manufacture, repair and maintenance of tools and dies used primarily in their own manufacturing processes. The order, however, does not include production workers working outside the tool and die rooms under job classifications similar to the tool and die classifications, nor does it extend to companies supplying materials or equipment to the nonferrous mining industry.

(b) On December 14, 1942, the National War Labor Board designated Benjamin Aaron as the Chairman of the Detroit Area Tool and Die Commission.

§ 809.981d *Trucking Commission.*

By virtue of and pursuant to the powers vested in it by Executive Order No. 9017 of Jan. 12, 1942, the Executive Orders and regulations issued under the Act of Congress of Oct. 2, 1942, and the War Labor Disputes Act of June 25, 1943, the National War Labor Board, on Aug. 6, 1943, amended its directive order of Dec. 2, 1942, establishing the Trucking Commission, to resolution of Feb. 4, 1943, defining the jurisdiction of the Commission, to read as follows:

1. The Trucking Commission, hereinafter called the Commission, shall consist of three (3) members appointed by the National War Labor Board. Of the persons so appointed, one shall represent labor, one shall represent industry, and one shall represent the public and act as chairman. The Board may at any time appoint alternates for the members of the Commission.

2. The Commission shall have jurisdiction over labor disputes and voluntary wage or salary adjustments involving persons employed in the following types of trucking operations: over-the-road (common, contract, or private carrier), local pick-up, and delivery: transfer and storage. The Commission shall have power (1) to hear and determine and to issue directive orders in labor dispute cases, and (2) to make final rulings on voluntary wage or salary adjustments submitted for approval of the National War Labor Board in accordance with the National Wage Stabilization policy.

3. Labor disputes and voluntary wage or salary adjustments involving trucking employees (drivers, checkers, warehousemen or dockmen, stowers, lumpers or helpers) of businesses other than those specified in paragraph 2 above shall be subject to the jurisdiction of the regional boards, under the following conditions: A standing tripartite regional trucking panel for cases involving trucking employees within the jurisdiction of the regional board shall be established in each region, the members of which shall be designated by the Trucking Commission, after consultation with the regional board concerned. This panel shall (a) hear dispute cases and make recommendations to the regional board, which shall issue its directive order as in other dispute cases; (b) pass on voluntary wage adjustments, under such procedure as the regional board may prescribe; and (c) gather the necessary data and recommend to the regional board wage brackets or revision of existing brackets for trucking employees within its jurisdiction. Wage brackets established by a regional board for trucking employees within its jurisdiction shall not be published or become effective until approved by the Trucking Commission. The regional boards shall furnish the necessary assistants and facilities to the regional trucking panels. Petitions for review of directive orders or rulings of regional boards in cases involving trucking employees, filed with the National Board, shall be referred to the Trucking Commission for appropriate recommendation to the National War Labor Board, with a view to stabilization of the trucking industry.

4. The ruling of the Commission on voluntary wage or salary adjustments as well as its directive orders on wage issues in dispute cases shall conform to the policies of the National War Labor Board, based on Executive Orders 9250 and 9328, and the policy directive of May 12, 1943 (see § 809.978 (a)) issued by the Director of Economic Stabilization. Accordingly, any wage or salary adjustment approved or ordered by the Commission "which may furnish the basis either to increase price ceilings or to resist otherwise justifiable reductions in price ceilings, or if no price ceilings are involved which may increase the production costs above the level prevailing in comparable plants or establishments," shall become effective only if also approved by the Director of Economic Stabilization. Notice to this effect shall be contained in all rulings and orders issued by the Commission in wage cases.

5. Applications for approval of voluntary wage adjustments within the jurisdiction of the Commission shall be filed with the nearest office of the Wage and Hour Division of the Department of Labor, which shall transmit the same to the Commission. The application shall state whether or not the adjustment if granted (1) may furnish the basis to increase price ceilings, or (2) may increase the production costs above the level prevailing in comparable plants or establishments. If the answer is in the affirmative as to (1) the Commission shall send to the Office of Price Administration a copy of the application and a copy of its ruling at the time of issuance thereof. In wage dispute cases the Commission shall send to the Office of Price Administration a copy of the recommendations of its panel or hearing officer, and of the Commission's order, in any case where it appears that the wage adjustment ordered may furnish the basis to increase price ceilings. In all voluntary or dispute cases involving wage or salary adjustments which may furnish the basis for price relief, the Commission shall notify the employer to apply promptly to the Office of Price Administration for such price relief. The Trucking Commission shall notify the parties of the action taken by the Office of Price Administration or by the Director of Economic Stabilization.

6. The Commission shall, so far as practicable, utilize the information data and staff services of the National War Labor Board or the regional boards, and of other federal departments and agencies. The employment by the Commission of additional personnel, facilities, or services shall be subject to the approval of the National War Labor Board.

7. The rulings of the Commission on voluntary wage or salary adjustments, and the directive orders of the Commission in dispute cases, shall have the same effect, and shall be subject to the same provisions for stay and review by the National War Labor Board, as rulings and orders of the Regional War Labor Boards, as set forth in § 809.979 (k).

(a) On December 16, 1942, the National War Labor Board appointed the following persons as paid members of the Trucking Commission:

For the public—Professor Howard Meyerhoff, Chairman.
For industry—Landis O'Brien.
For labor—Frank Tobin.

§ 809.981e *Shipbuilding Commission.*

By virtue of and pursuant to the powers vested in it by Executive Order No. 9017 of January 12, 1942, the Executive Orders and regulations issued under the Act of Congress of October 2, 1942, and the War Labor Disputes Act of June 25, 1943, the National War Labor Board, on August 9, 1943, vacated its directive order of January 7, 1943, relative to shipbuilding, and directed as follows:

1. A Shipbuilding Commission (hereinafter called the Commission) is hereby established which shall consist of six members who shall be appointed as paid officials of the National War Labor Board; two shall represent the public and shall serve as chairman and co-chairman; two shall represent labor; and two shall represent industry. The Board shall appoint such alternates from time to time as may be deemed necessary.

2. The Commission shall have jurisdiction over labor disputes and voluntary wage or salary adjustments involving persons employed in the shipbuilding industry. The Commission shall have power (1) to hear and determine and to issue directive orders in labor dispute cases, and (2) to make final rulings on voluntary wage or salary adjustments submitted for approval of the National War Labor Board in accordance with the national wage stabilization policy.

3. For the purpose of this order, shipbuilding, whether or not carried on subject to shipbuilding stabilization zone standards, is the construction, conversion, outfitting, and repair of floating marine structures, including floating drydocks, within the continental limits of the United States and Alaska, exclusive of establishments owned and directly operated by the United States, provided the activity is carried on in the water, in drydocks, in basins, on ways for launching, or on the premises of a shipyard or boatyard.

4. Representatives of the Secretary of Navy, the Secretary of War, the chairman of the Maritime Commission, and the chairman of the War Production Board may consult with the Commission for the purpose of presenting to it any information necessary to facilitate the conduct of the business of the Commission.

5. Applications for approval of voluntary wage adjustments, within the jurisdiction of the Commission, shall be filed with the nearest office of the Wage and Hour Division, U. S. Department of Labor, which shall transmit the same to the Commission. The application shall state (a) whether or not the adjustment, if granted, may furnish the basis for an increase in production cost above the level prevailing in comparable yards or establishments, or (b) whether or not the applicant will apply for reimbursement from any agency of the government in the event the application is approved. If the answer is in the affirmative, any ruling made by the Commission, or by the National War Labor Board upon the recommendation of the Commission, shall not take effect unless and until the action is approved by the Director of Economic Stabilization.

6. The rulings and orders of the Commission shall conform to the policies of the National War Labor Board, based on Executive Orders Nos. 9250 and 9328, and the policy directive of May 12, 1943, issued by the Director of Economic Stabilization, and shall so state.

7. The rulings and orders of the Commission shall have the same effect, and shall be subject to the same provisions for stay and review by the National War Labor Board as rulings and orders of the Regional War Labor Boards as set forth in § 809.979 (k).

8. The Shipbuilding Commission in conjunction with the Wage Stabilization Division of the National War Labor Board shall proceed forthwith to gather and analyze wage data pursuant to the Board's order of July 30, 1943, and to establish appropriate wage brackets in the industry. These brackets shall be submitted to the Regional Board for comment before they are approved by the Commission.

9. The Commission shall, so far as is practicable, utilize the information, data, staff, and services of the National War Labor Board or the several Regional War Labor Boards and of other federal departments and agencies. The Regional War Labor Boards shall furnish such necessary assistance and facilities to panels, referees, and arbitrators of the Shipbuilding Commission as may be required. The employment by the Commission of additional personnel, facilities, or services shall be subject to the approval of the National War Labor Board.

§ 809.981f *Shipbuilding Stabilization Committee.* Part I of the National War Labor Board's directive order of January 7, 1943, in accordance with Title III, Section 3, of Executive Order No. 9250, permitted the Shipbuilding Stabilization Committee to continue to perform its functions. Part II of the directive order created the Shipbuilding Commission. By directive order of August 9, 1943, the National War Labor Board vacated Part II of its directive order of January 7, 1943, and re-constituted the Shipbuilding Commission (§ 809.981e). Part I of the directive order of January 7, 1943, is as follows:

PART I—SHIPBUILDING STABILIZATION COMMITTEE

A. Title III, Section 3, of Executive Order No. 9250 of October 3, 1942, provides: "The National War Labor Board shall permit • • • the Shipbuilding Stabilization Committee • • • to continue to perform its functions • • • except insofar as any of them is inconsistent with the terms of this order." Pursuant thereto, the Shipbuilding Stabilization Committee shall continue to perform the functions ascribed to it by General Administrative Order No. 2-57 of the chairman of the War Production Board and by the Shipbuilding Stabilization Zone Standards Agreements as amended May 16, 1942.

B. No new wage rate fixed by Zone Standards Agreement shall become effective until approved by the National War Labor Board.

§ 809.982 *Interpretations of National War Labor Board.* From time to time the National War Labor Board interprets Executive Order No. 9250 and specific provisions of the order. Such interpretations are helpful in determining the applicability of the Order to various types of situations. Where such interpretations are pertinent to a specific provision of the Executive order or to one of the NWLB's General Orders, the interpretation will be found under the appropriate paragraph of the Procurement Regulations. Where, however, the interpretations are of a general nature they will be set forth in the succeeding sections which are designated §§ 809.982 followed by a letter of the alphabet.

§ 809.982a *Interpretation.*

Question: Where the custom and practice in an establishment has been for employees to be paid overtime compensation for all hours in excess of 48 hours per week and to receive pro rata reductions from their weekly salaries in the event they work less than 48 hours per week, may the payment of such additional compensation and the decreases in salaries be continued without the approval of the National War Labor Board? *Answer:* Yes. (Letter of General Counsel of NWLB dated 19 December 1942).

§ 809.982b *Interpretation.*

Question: Where an employee is hired for a stipulated weekly salary without any limitation on the number of hours to be worked, may the employer pay overtime without the approval of the National War Labor Board? *Answer:* No, unless, the Company is under the Fair Labor Standards Act which provides that all employees engaged in interstate commerce or the production of goods for interstate commerce shall be paid time and one-half for all hours in excess of 40 hours per week. Executive Order 9250 does not affect the operation of the Fair Labor Standards Act or of the Walsh-Healey Act. (Letter of General Counsel of NWLB dated 19 December 1942).

§ 809.982c *Interpretation.*

Question: Where an employee is paid for a 40-hour week, with a provision that overtime be paid for all hours over 40 hours per week, with no provision that there be any reduction if less than 40 hours per week are worked, may the amount of salary be reduced

for any week in which less than 40 hours are worked, without the approval of the National War Labor Board? *Answer:* No. (Letter of General Counsel of NWLB dated 19 December 1942).

§ 809.983 *Joint statements of the National War Labor Board and the Commissioner of Internal Revenue.* Occasionally the National War Labor Board and the Commissioner of Internal Revenue issue joint statements with respect to important matters in order that a single uniform policy may be established throughout the country. Such joint statements of the National War Labor Board and the Commissioner of Internal Revenue will be set forth in the succeeding sections which are designated 809.983 followed by a letter of the alphabet.

§ 809.983c *Joint statement of 23 January 1942, by the Commissioner of Internal Revenue and the National War Labor Board regarding the victory tax.*

Since the adoption by the Congress of the 5% Victory Tax two questions of importance to employers and employees have been asked of the Commissioner of Internal Revenue and the National War Labor Board. One question relates to whether under the Anti-Inflation Act, employers may pay the 5% Victory Tax for their employees without deducting and withholding it from the employees' pay, and without the approval of the Commissioner or the Board. The other question relates to whether or not it was intended that the tax should be withheld on that portion of a wage or salary increase awarded or approved by the Commissioner of Internal Revenue or the War Labor Board in 1943 which is made applicable retroactively to work performed in 1942.

To avoid the necessity of individual employers and employees making separate requests for rulings on these questions and in order that a single uniform policy shall exist throughout the nation on these important matters, the Commissioner of Internal Revenue and the National War Labor Board have jointly determined to make the following announcement:

(1) The payment by an employer of the 5% Victory Tax on behalf of his employees without deducting it from the employees' pay is a wage or salary increase requiring the prior approval of the Board or the Commissioner pursuant to Executive Order No. 9250 and the Regulations of the Director of Economic Stabilization.

(2) On January 23, the Commissioner of Internal Revenue issued a ruling interpreting the Revenue Act so that where the National War Labor Board or the Commissioner of Internal Revenue awards or approves an increase in wages or salaries retroactive to 1942, the tax need not be withheld on that portion of the increase which is applicable to work performed in 1942.

(3) Whether the 5% tax will ultimately be collected on such retroactive pay is a matter to which the Congress may give its attention during the current session.

§ 809.983d *Procedure under Executive Order 9250.* (a) Agencies of the War Department are not required to conduct audits, investigations, or payroll reviews merely for the purpose of ascertaining whether or not contractors have complied with Executive Order 9250 or the regulations promulgated thereunder. The technical services are neither required nor authorized to determine that the prime contractor has violated the Executive Order or the regulations thereunder.

(b) When, however, probable noncompliance by a prime contractor with Executive Order 9250 or the regulations thereunder is discovered by or brought to the attention of a technical service such agency should:

(1) Advise each such contractor of the particulars in which probable non-compliance appears and request that he consult the Regional War Labor Board or Salary Stabilization Regional Office which has jurisdiction over approval of wage rates in the case. (See §§ 809.977c (a) and 809.979 (a) for list of Regional Offices).

(2) Report such apparent violation to the Regional War Labor Board or Salary Stabilization Regional Office which has jurisdiction over approval of wage rates in the case. Any such reports should include the following information:

(i) Name and address of contractor.

(ii) Date, number and place of performance of contracts.

(iii) Resume of facts constituting apparent violation including approved wage rates, by whom approved, wages actually paid, names or classifications of persons paid, dates of apparent improper payments, and name of party making payments if other than contractor.

(c) The technical services have the responsibility of establishing within their services appropriate procedures for the reporting of apparent violations to the proper Government agency. Such procedures should be devised to restrict contacts with such agency solely to the transmittal of a report containing the information listed in paragraph (b) (2) of this section.

(d) No report should be supplemented by appearances or participation in hearings or other proceedings of the agency having jurisdiction in the matter except for the purpose of furnishing, upon request, pertinent information within the possession of the War Department.

(e) Determinations of violations will be made in all cases by the National War Labor Board or the Commissioner of Internal Revenue. If the appropriate Government agency finds that a violation of Executive Order 9250 or the Regulations thereunder has occurred, the Industrial Personnel Division, Headquarters, Army Service Forces, will be advised, and will issue specific instructions to the interested technical service.

(f) All responsibilities which the technical services had prior to issuance of Executive Order 9250 on this regulation with respect to reimbursement of contractors in accordance with other laws and regulations are in no way affected by this regulation.

§ 809.984 *Executive Order 9328.* The following is the full text of Executive Order No. 9328, issued under date of 8 April 1943 (8 F.R. 4681):

EXECUTIVE ORDER

By virtue of the authority vested in me by the Constitution and the statutes, and particularly by the First War Powers Act, 1941, and the Act of October 2, 1942, entitled "An Act to Amend the Emergency Price Control Act of 1942, to Aid in Preventing Inflation, and for Other Purposes," as President of the United States and Commander in Chief of the Army and Navy, and in order to safeguard the stabilization of prices, wages and salaries, affecting the cost of living on the basis of levels existing on September 15, 1942, as authorized and directed by said Act of Congress of October 2, 1942, and Executive Order No. 9250 of October 3, 1942, and to prevent increases in wages, salaries, prices and profits, which, however, justifiable if viewed apart from their effect upon the economy, tend to undermine the basis of stabilization, and to provide such regulations with respect to the control of price, wage and salary increases as are necessary to maintain stabilization, it is hereby ordered as follows:

1. In the case of agricultural commodities the Price Administrator and the Administrator of Food Production and Distribution (hereinafter referred to as the Food Administrator) are directed, and in the case of other commodities the Price Administrator is directed to take immediate steps to place ceiling prices on all commodities affecting the cost of living. Each of them is directed to authorize no further increases in ceiling prices except to the minimum extent required by law. Each of them is further directed immediately to use all discretionary powers vested in them by law to prevent further price increases direct or indirect, to prevent profiteering and to reduce prices which are excessively high, unfair or inequitable. Nothing herein, however, shall be construed to prevent the Food Administrator and the Price Administrator, subject to the general policy directives of the Economic Stabilization Director, from making such readjustments in price relationships appropriate for various commodities, or classes, qualities or grades thereof or for seasonal variations or for various marketing areas, or from authorizing such support prices, subsidies or other inducements as may be authorized by law and deemed necessary to maintain or increase production, provided that such action does not increase the cost of living. The power, functions and duties conferred on the Secretary of Agriculture under section 3 of the Emergency Price Control Act of 1942 (Public Law 421, 77th Cong.) and under section 3 of the Act of October 2, 1942 (Public Law 729, 77th Cong.) are hereby transferred to, and shall be exercised by the Food Administrator.

2. The National War Labor Board, the Commissioner of Internal Revenue and other agencies exercising authority conferred by Executive Order No. 9250 or Executive Order 9299 and the regulations issued pursuant thereto over wage or salary increases are directed to authorize no further increase in wages or salaries except such as are clearly necessary to correct substandards of living, provided that nothing herein shall be construed to prevent such agencies from making such wage or salary readjustments as may be deemed appropriate and may not have heretofore been made to compensate, in accordance with the Little Steel Formula as heretofore defined by the National War Labor Board, for the rise in the cost of living between January 1, 1941, and May 1, 1942. Nor shall anything herein be construed to prevent such agencies, subject to the general policies and directives of the Economic Stabilization Director, from authorizing reasonable adjustments of wages and salaries, in case of promotions, reclassifications, merit increases, incentive wages or the like, provided that such adjustments do not increase the level of production costs appreciably or furnish the basis either to increase prices or to resist otherwise justifiable reductions in prices.

3. The Chairman of the War Manpower Commission is authorized to forbid the employment by any employer of any new employee or the acceptance of employment by a new employee except as authorized in accordance with regulations which may be issued by the Chairman of the War Manpower Commission, with the approval of the Economic Stabilization Director, for the purpose of preventing such employment at a wage or salary higher than that received by such new employee in his last employment unless the change of employment would aid in the effective prosecution of the war.

4. The attention of all agencies of the Federal Government, and of all State and municipal authorities, concerned with the rates of common carriers or other public utilities, is directed to the stabilization program of which this order is a part so that rate increases will be disapproved and rate reductions effected, consistently with the Act of October 2, 1942, and other applicable federal, state or municipal law, in order to keep down the cost of living and effectuate the purposes of the stabilization program.

5. To provide for the consistent administration of this order and Executive Order No. 9250, and other orders and regulations of similar import and for the effectuation of the purposes of the Act of October 2, 1942, the Economic Stabilization Director is authorized to exercise all powers and duties conferred upon the President by that Act, and the Economic Stabilization Director is authorized and directed to take such action and to issue such directives under the authority of that Act as he deems necessary to stabilize the national economy, to maintain and increase production and to aid in the effective prosecution of the war. Except insofar as they are inconsistent with this order or except insofar as the Director shall otherwise direct, powers and duties conferred upon the President by the said Act and heretofore devolved upon agencies or persons other than the Director shall continue to be exercised and performed by such agencies and persons.

6. Except insofar as they are inconsistent with this order, Executive Order 9250 and the regulations issued pursuant thereto shall remain in full force and effect.

FRANKLIN D ROOSEVELT

THE WHITE HOUSE,
April 8, 1943.

SUBPART H—FORTY-EIGHT HOUR WORKWEEK

§ 809.985 *Executive Order No. 9301.* The following is the full text of Executive Order No. 9301 issued under date of February 9, 1943:

EXECUTIVE ORDER

ESTABLISHING A MINIMUM WAR-TIME WORK WEEK OF FORTY-EIGHT HOURS

By virtue of the authority vested in me by the Constitution and statutes, as President of the United States, and in order to meet the man-power requirements of our armed forces and our expanding war-production program by a fuller utilization of our available man power, it is hereby ordered:

1. For the duration of the war, no plant, factory or other place of employment shall be deemed to be making the most effective utilization of its man power if the minimum work week therein is less than forty-eight hours per week.

2. All departments and agencies of the Federal government shall require their contractors to comply with the minimum work week prescribed in this order and with policies, directives and regulations prescribed hereunder, and shall promptly take such action as may be necessary for that purpose.

3. The chairman of the War Man-Power Commission shall determine all questions of interpretation and application arising under this order and shall formulate and issue such policies, directives and regulations as he determines to be necessary to carry out this order and to effectuate its purposes. The chairman of the War Man-Power Commission is authorized to establish a minimum work week greater or less than that established in Section 1 of this order or take other action with respect to any case or type of case in which he determines that such different minimum work week or other action would more effectively contribute to the war effort and promote the purposes of this order.

4. All departments and agencies of the Federal government shall comply with such policies, directives and regulations as the chairman of the War Man-Power Commission shall prescribe pursuant to this order, and shall so utilize their facilities, services and personnel and take such action under authority vested in them by law as the chairman determines to be necessary to effectuate the purposes of this order and promote compliance with its provisions.

5. Nothing in this order shall be construed as superseding or in conflict with any Federal, state or local law limiting hours of work or with the provisions of any individual or collective bargaining agreement with respect to rates of pay for hours worked in excess of the agreed or customary work week, nor shall this order be construed as suspending or modifying any provision of the fair labor standards act (act of June 25, 1938; 52 Stat. 1060; 29 U.S.C. 201 et seq.) or any other Federal, state or local law relating to the payment of wages or overtime.

FRANKLIN D ROOSEVELT

THE WHITE HOUSE,
February 9, 1943.

(a) The following is the text of the regulations issued by the War Manpower Commission to implement the 48-hour work week.

By virtue of authority vested in me as Chairman of the War Manpower Commission by Executive Order No. 9301 establishing a Minimum Wartime Workweek of 48 hours, and by Executive Orders Nos. 9139 and 9279, I hereby prescribe the following Regulations:

§ 903.1 *General policy for interpretation and application of Executive order.* Executive Order No. 9301 shall be so construed and applied as best to effectuate its fundamental purpose, which is to aid in meeting the manpower requirements of our armed forces and our expanding war production program by a fuller utilization of our available manpower. Effectuation of this purpose requires that in situations of labor shortage employers do not hire new workers when their manpower needs can effectively be met by a fuller utilization of their current labor force, and that workers who can be released by an extension of the workweek are released under circumstances which will permit and facilitate their effective utilization elsewhere in the war effort.

§ 903.2 *Application to areas and activities.* The Chairman of the War Manpower Commission will from time to time by order designate areas and activities as subject to the provisions of Executive Order No. 9301. Regional Manpower Directors may designate additional areas and activities within their respective regions as subject to the provisions of Executive Order No. 9301, if they find and by appropriate public notice so declare, that such action will aid in alleviating labor shortages which are impeding the war effort. Unless and until an area or activity has been so designated, employers therein will not be required to extend their workweek.

§ 903.3 *Delegation of authority.* Regional and Area Manpower Directors are authorized and directed to determine all questions arising within their respective regions and areas with respect to the interpretation and application of these Regulations, in conformity with such procedures and instructions as the Executive Director of the War Manpower Commission may issue in implementation thereof.

§ 903.4 *Minimum wartime workweek.* "Minimum Wartime Workweek" as used in these Regulations means a workweek of 48 hours, except in cases where a workweek of 48 hours (a) would be impracticable in view of the nature of the operations, (b) would not contribute to the reduction of labor requirements, or (c) would conflict with any Federal, State or local law or regulation limiting hours of work. In such cases "Minimum Wartime Workweek" means the greatest number of hours (less than 48) feasible in the light of the nature of the operations, the reduction of labor requirements or the applicable Federal, State and local law or regulation, as the case may be.

§ 903.5 *Extension of workweek in designated areas and activities.* If the workweek applicable to any worker employed in any plant, factory or other place of employment in an area or an activity designated as subject to the provisions of Executive Order No. 9301, is less than the Minimum Wartime Workweek, such workweek shall be extended to the Minimum Wartime Workweek as follows:

(a) Whenever extension of such workweek to the Minimum Wartime Workweek would not involve the release of any workers, the affected employer shall proceed promptly to extend the workweek to the Minimum Wartime Workweek.

(b) Whenever the Regional or Area Manpower Director or a designated representative of either determines that extension of such workweek to the Minimum Wartime Workweek would involve the release only of workers who can be promptly placed in suitable employment with other employers, the affected employer will be notified of such determination and thereupon shall proceed promptly to extend the workweek to the Minimum Wartime Workweek.

(c) If extension of such workweek to the Minimum Wartime Workweek would involve the release of some workers and the Regional or Area Manpower Director or designated representative has not determined and notified the employer that such workers can promptly be placed in suitable employment with other employers, the workweek shall not be extended except as authorized below. On or before April 1, 1943, the affected employer shall submit to the Regional or Area Manpower Directors or the designated representative of either Director a statement as to the number of workers whose release would be involved and their occupational classification, together with a proposed schedule for the timing of such releases. The Regional or Area Manpower Director or designated representative will authorize a schedule for the extension of the workweek to the Minimum Wartime Workweek and for the release of workers in terms of labor market needs and the employer shall thereupon proceed to extend the workweek in accordance with such schedule.

§ 903.6 *Restriction upon hiring of workers.* No employer shall hire any worker in an area or activity designated as subject to the provisions of Executive Order No. 9301, if the employer has failed in any manner to comply with the provisions of § 903.5 of these regulations in the plant, factory or other place of employment in which the worker would be employed.

§ 903.7 *Exclusions.* No provision of these Regulations shall be construed or applied so as to require the extension of a workweek:

(a) In any establishment or other place of employment in which less than eight workers are regularly employed;

(b) In any establishment or place of employment principally engaged in agriculture;

(c) Of persons in the employ of any State or any political subdivision thereof, or any instrumentality of any one or more of the foregoing;

(d) Of youth under the age of sixteen years; or

(e) Of individuals who on account of other employment, household responsibilities, or

physical limitations, are not available for full time work.

§ 903.8 *Definitions.* As used in these regulations:

(a) "Workweek" means the number of hours within a period of seven successive days, beginning with the same calendar day each week, during which workers are normally required to be on duty.

(b) "Agriculture" means those farm activities carried on by farm owners or tenants on farms in connection with the cultivation of the soil, the harvesting of crops, or the raising, feeding, or management of livestock, bees, and poultry, and shall not include any packing, canning, processing, transportation or marketing of articles produced on farms unless performed or carried on as an incident to ordinary farming operations as distinguished from manufacturing or commercial operations.

(b) By authority vested in the Chairman of the War Manpower Commission by Executive Order No. 9301, establishing a minimum wartime workweek of 48 hours and in accordance with the provisions of § 903.2 of the regulations prescribed by the Chairman of the War Manpower Commission, said Chairman may designate the areas subject to the provisions of Executive Order No. 9301. A current list of the areas so designated may be secured from any office of the United States Employment Service or of the War Manpower Commission.

(c) The following is the text of General Order No. 6, issued by the War Manpower Commission, designating certain activities as subject to the provisions of Executive Order No. 9301.

By virtue of the authority vested in me as Chairman of the War Manpower Commission, by Executive Order No. 9301, establishing a Minimum Wartime Workweek of 48 hours, and in accordance with the provisions of § 903.2 of the regulations prescribed by me on February 22, 1943, I hereby designate the following activities as subject to the provisions of Executive Order No. 9301:

1. The mining (including the development of ore properties) dressing, and beneficiating (milling) of the following nonferrous metals and their ores:

Aluminum.
Antimony.
Arsenic.
Beryllium.
Chrome.
Cobalt.
Columbium.
Copper.
Lead.
Magnesium.
Manganese.
Mercury.
Molybdenum.
Silver.
Tantalum.
Tin.
Titanium.
Tungsten.
Uranium.
Vanadium.
Zinc.
Zirconium.
All other non-ferrous metals and their ores.

2. (a) All logging operations.
(b) All operations of all:
Sawmills.
Planing mills.
Veneer mills.
Plywood mills.
Cooperage-stock mills.
Cooperage establishments.
Shingle mills.
Wooden box factories.
Wood pulp mills.

(2) A current list of the activities subject to the provisions of Executive Order No. 9301 can be obtained from any office of the United States Employment Service or of the War Manpower Commission.

(d) *Statement re adoption of forty-eight hour week.* Under date of March 11, 1943, the National War Labor Board defined the extent of its jurisdiction in the matter of overtime pay in the light of Executive Order No. 9301, as follows:

In order to answer the many inquiries received as to the effect of Executive Order 9250 on wages and salaries in the light of the Executive Order of February 9, establishing the minimum wartime work-week of 48 hours, the National War Labor Board today issued the following statement:

1. *Effect of the Order on Employer's Obligation to Pay Over-time.*—Any employer who adopts a 48 hour week in compliance with Executive Order 9301 of February 9, 1943 and the regulations of the War Manpower Commission issued thereunder is under the same obligation with respect to over-time pay as if he had adopted a 48 hour week before the Order was issued. That is, his obligation to pay or not to pay over-time rates is in no way affected by the Order.

This interpretation is based on the following provision of section 5 of the Order:

"Nothing in this order shall be construed as superseding or in conflict with * * * the provisions of any individual or collective bargaining agreement with respect to rates of pay for hours worked in excess of the agreed or customary work-week, nor shall this Order be construed as suspending or modifying any provision of the Fair Labor Standards Act or any other Federal, State or local law relating to the payment of wages or over-time."

2. *Necessity to Secure War Labor Board Approval for the Payment of Over-time.*—Approval of the War Labor Board is not required for payment of overtime rates to wage and salary employees for hours worked in excess of 40 made in accordance with the provisions of the Fair Labor Standards Act or any other similar Federal, State or local law or by the provisions of a collective bargaining agreement or by the employer's past custom and practice.

If none of these applies, then payment for the hours worked in excess of 40 at other than straight time rates would be a wage increase and would therefore require approval by the War Labor Board.

3. *Salaried Employees.*—Salaried employees within the jurisdiction of the War Labor Board, whose over-time pay is not covered by the Fair Labor Standards Act or any other similar Federal, State or local law, or by a collective bargaining agreement or their employer's past practice, may not, without the prior approval of the War Labor Board, be paid at more than straight time rates proportionate to the additional hours worked.

4. Application for approval of the increases referred to above may, of course, be made, in accordance with the National War Labor Board's regular procedure, at any local office of the Wage and Hour Division of the U. S. Department of Labor.

§ 809.986 *Interpretation of regulations.* Generally, the order and the regulations prescribe a 48-hour workweek in the areas and activities designated in general orders. However, the regulations provide for several exceptions. Whether the orders and regulations issued under the Executive order in question will affect particular concerns and what their effect will be are questions that must be determined in every case by the War Manpower Commission or its regional or local representatives. Neither contracting officers nor labor officers are authorized to interpret or construe the Executive order or the regulations. Therefore, all contractors and subcontractors presenting questions concerning the interpretation or application in particular cases of the orders and regulations will be referred to the War Manpower Commission officials in the appropriate area.

§ 809.987 *Enforcement procedure.* Until the War Manpower Commission has advised the War Department that a particular contractor is failing to comply with the order and the regulations, no action will be taken by any representative of the supply service, either to withhold contracts from such contractor or to require compliance with the order and the regulations by any such contractor. In cases where the War Manpower Commission has found that a particular War Department contractor is not complying with said order and regulations and has so advised the War Department, the chief of the supply service will be notified immediately by the Director, Industrial Personnel Division, Headquarters, Army Service Forces, and it will be the duty of the chief of the supply service or his designated representative promptly to request such contractor to comply with said order and regulations. Whenever any such contractor shall thereafter fail or refuse to comply therewith, report thereof will be made immediately by the chief of the supply service involved to the Director, Industrial Personnel Division.

§ 809.988 *Adjustments to cover increased cost of compliance.* The War Department policy in regard to adjustment for the increased cost of performance occasioned by compliance with said order and regulations is set out in the following Joint Statement of the War and Navy Departments, dated April 1, 1943:

(1) Executive Order No. 9301 and the Regulations promulgated thereunder by the War Manpower Commission require all employers in certain areas and all employers in certain industries to adopt the minimum wartime workweek as defined by said regulations. The Executive Order directs all Procurement Agencies of the Government to require their contractors to comply with the Order and with the Regulations.

(2) While many Government contractors and subcontractors may not be affected, the War Department and Navy Department recognize that some contractors and subcontractors will be obliged to extend the workweek of their employees and will be required to pay premium rates for the additional hours involved, with the result that their labor costs will be increased. The Departments also recognize that such compliance may result in hardship to some contractors who have cooperated with the Departments in efforts to secure prices as close to cost plus a fair profit as is possible under war conditions, and that such hardship may result in the impairment of the ability of many contractors, particularly small contractors, to continue effectively to produce war goods.

(3) Accordingly, the following policy has been adopted by the War Department and Navy Department:

(a) Where, during the course of performance of a lump sum contract or subcontract, a contractor or subcontractor has been required to increase the workweek of employees in order to comply with Executive Order No. 9301 and the regulations of the War Manpower Commission promulgated thereunder; and where, because of premium overtime rates required by Federal law or Executive Order, such compliance has resulted in an increase in the cost of performance of such contract or subcontract, over and above cost of performance had such increase in the workweek not been so required; and where such increase in the cost of performance would cause hardship to such contractor or subcontractor, the War Department and Navy Department will give consideration in appropriate cases to granting relief from such hardship.

(b) Generally speaking, it will be regarded that hardship exists only in cases where the increase in the cost of performance of a War Department or Navy Department contract resulting from compliance with the Order and the regulations operates to deprive the contractor of a fair profit on the contract.

(c) Where contracts under which such increases are sought relate to commodities, supplies or articles which are subject to OPA ceiling prices, any adjustment to be made must be within such ceiling prices or subject to approval in particular cases by the Office of Price Administration.

(d) Requests by subcontractors for such relief must in all cases be presented through prime contractors and adjustments, made for the benefit of subcontractors, shall be made only through prime contractors.

(a) *Time limit for filing requests for adjustment.* No requests for adjustments of the type above described will be considered unless they are presented to the contracting officer prior to the time the contracting officer has administratively determined the final amount due under the contract under which the request is presented by communicating his determination to the contractor or by the approval of the final voucher therefor.

(b) *Procedure for adjustment.* Requests for adjustment must be presented to the contracting officer of the supply service involved. Such adjustments as are made in the amount of the contract price with prime contractors will be made by supplemental agreement between the supply service and the prime contractor. No adjustment will be made by direct contract with subcontractors. The latter should make request for adjustments through their prime contractors and the amounts of such adjustments as are appropriate, made for the benefit of such subcontractors, will be included in supplemental agreements with the prime contractors.

(c) *Nature of showing required for adjustment.* No adjustment will be made without a proper showing which must include the following:

(1) That the contractor or subcontractor was required by the Executive Order in question as interpreted and applied to his case by the War Manpower Commission Regulations, to increase the workweek of some or all of his employees.

(2) The amount of the increased labor costs incurred because of premium overtime rates involved in compliance with the minimum wartime workweek.

(3) The amount of savings, through reduced overhead costs or otherwise, resulting from the adoption of the longer workweek.

(4) The total contract price of War Department contracts or subcontracts on which an adjustment is sought; the estimated amount of net earnings before taxes that would have accrued thereon had not the increased labor costs been incurred.

(d) *Authority to execute supplemental agreements.* Whenever the chief of the supply service, or such person within the supply service to whom the authority so to act has been delegated by the chief of the supply service, shall find in the light of the showing made by the contractor and verified to the extent feasible within the supply service:

(1) That the increase in the cost of performance of a War Department contract or subcontract, resulting from compliance with Executive Order No. 9301 and the regulations promulgated thereunder, operates to deprive the contractor or subcontractor of a fair profit on the contract, or subcontract, and

(2) That it is appropriate, in the light of all the facts known to him, or reasonably ascertainable by him, bearing upon the earnings of the contractor or subcontractor from its war business, to grant relief;

he is authorized to enter into a supplemental agreement pursuant to the First War Powers Act and Executive Order No. 9001 awarding the contractor an additional amount, not in excess of the diminution of the amount of a fair profit on such contract or subcontract, caused by such compliance.

SUBPART I—EMPLOYMENT OF ALIENS

§ 809.990 *Joint statement.* Under date of June 7, 1943, the Secretary of War, the Attorney General, the Secretary of the Navy and the Chairman of the Maritime Commission issued a joint statement on the employment of aliens. This statement reads as follows:

I. INTRODUCTORY STATEMENT

1. The protection of the war effort against espionage, sabotage, and subversive activities is paramount to all other considerations. The Departments of War, Justice and Navy, and the Maritime Commission, recognize clearly the importance of meeting to the fullest possible extent the expanding military and industrial demands for manpower. The governmental agencies herein named are, therefore, making this joint statement with respect to the national policy to the end that the available manpower may be utilized by contractors and sub-contractors to the maximum degree consistent with the paramount importance of internal security.

2. The granting of full employment opportunities to all loyal and qualified workers irrespective of national origin or citizenship is urged upon and expected of all contractors and sub-contractors of the government agencies herein named. The applicable national policy was clearly stated by the President in his statement of July 11, 1942, in which he said:

"Persons should not hereafter be refused employment, or persons at present employed discharged, solely on the basis of the fact that they are aliens or that they were formerly nationals of any particular foreign country. A general condemnation of any group or class of persons is unfair and dangerous to the war effort. The Federal Government is taking the necessary steps to guard against, and punish, any subversive acts by disloyal persons, citizens as well as aliens."

3. The policy and procedure herein outlined apply to the employment of aliens by Government contractors and sub-contractors within the continental United States. Special regulations apply to the employment of aliens on shipboard and in territories outside of the continental United States.

II. PERMISSION TO EMPLOY AN ALIEN IS REQUIRED IN ONLY TWO CLASSES OF CASES

4. Contractors and sub-contractors are required to obtain the written consent of the head of the Government department concerned, before employing aliens under the following conditions only:

(a) *Aeronautical Contracts:* Written consent is required before an alien employee may be permitted to have access to the plans or specifications or the work under construction or to participate in the contract trials under contracts involving aircraft, aircraft parts, or aeronautical accessories for the United States.

(b) *Classified Contracts:* Written consent is required before aliens employed by a contractor in the performance of secret, confidential, or restricted Government contracts shall be permitted to have access to the plans or specifications, or the work under such contracts, or to participate in the contract trials.

5. War and Navy Department and Maritime Commission contractors and sub-contractors may employ aliens as freely as American citizens except under the specific conditions specified in paragraph 4, (a) and (b), above.

III. APPLICATION OF ANTI-DISCRIMINATION CLAUSE

6. Pursuant to Executive Order No. 8802, dated June 25, 1941, an anti-discrimination clause (sometimes called "non-discrimination" clause) has been included in all War and Navy Department and Maritime Commission contracts entered into since June 25, 1941. This clause requires the granting of full employment opportunities to all loyal and qualified workers regardless of race, creed, color, or national origin. This clause is intended to apply equally to citizens and non-citizens. For contractors or sub-contractors of the War or Navy Departments, or of the Maritime Commission to require American citizenship as an essential condition for employment is considered a breach of the clause in the contract and is contrary to the national policy as expressed in the Executive Order.

7. Even on aeronautical and classified contracts, if a qualified applicant whose services the contractor needs is an alien whose loyalty to the United States the contractor has no reason to doubt, the contractor is obligated to cooperate with the applicant in applying for consent to his employment. Failure to request consent for the employment of, or to employ such an alien upon securing consent, if except for his alien status he would have been employed, constitutes a breach of the anti-discrimination clause of the contract and is contrary to national policy as expressed in the Executive Order. If a contractor refuses employment to a qualified and authorized alien worker, he should be prepared to present specific and sufficient reasons to avoid a charge of discrimination.

8. In no case, except those in which an individual alien is denied employment by the specific action of the War or Navy Departments or the Maritime Commission, is a contractor justified in informing an applicant

that he is being refused employment because of Government regulations. The same considerations apply to removal from employment.

IV. PROCEDURE FOR REQUESTING CONSENT TO EMPLOY ALIENS FOR WORK ON AERONAUTICAL OR CLASSIFIED CONTRACTS

9. In order to obtain consent of the Head of the Government Department concerned, for the employment of an alien on an aeronautical or classified contract, the alien and the contractor are required to fill out their respective parts of an Alien Questionnaire form. The procedure in this connection is as follows:

(a) The alien may go to the nearest office of the United States Employment Service, which will furnish him with the application form and will assist him in filling out his portion of the Questionnaire. However, if the contractor has forms and office facilities conveniently available, the alien may go directly to the contractor's plant and may there fill out his portion of the questionnaire. The Plant Security Officer is instructed to furnish to contractors the Alien Questionnaire forms. However, the form may also be secured from the local office of the United States Employment Service.

(b) When the alien's portion of the Questionnaire has been completed, the form will then be submitted to the employer who will fill out his portion of the Questionnaire. Insofar as possible, statements made by the contractor or reported by him, regarding the loyalty of the alien, should be factual rather than simply expressions of opinion.

(c) When the contractor has completed the Alien Questionnaire, (seven copies), he will retain one copy and will deliver the others to the plant security officer. This officer will retain one copy and will forward the others to the authorized representative of the head of the department concerned.

(d) This representative, after full investigation of the loyalty of the alien applicant, makes his recommendation, pursuant to which the Secretary of War, the Secretary of the Navy, or the Chairman of the Maritime Commission grant or deny consent to employ the alien. Notice of such action is sent directly to the contractor. In the normal case, the employer should receive a decision on his request within less than two weeks from the date the application is filed with the plant security officer.

V. SIGNIFICANCE OF, AND APPEALS FROM DENIAL OF CONSENT

10. The denial of consent does not necessarily indicate a decision that the alien concerned has disloyal tendencies, but may merely mean that his loyalty to the United States has not yet been positively proved.

11. If consent is denied, the contractor should promptly so inform the alien applicant, and at the same time advise him as to possible reconsideration.

12. Reconsideration of a denial of consent may be requested by either the alien or the contractor and additional evidence of loyalty, and letters of recommendation, may be sent direct to the Office of the Provost Marshal General.

13. Aliens whose applications for employment on aeronautical or classified contracts have been denied by the Secretary of War, the Secretary of the Navy, or the Chairman of the Maritime Commission, should be directed to the United States Employment Service for referral to other work.

VI. NO PENALTIES APPLY IF CONSENT IS OBTAINED BEFORE EMPLOYING ALIENS ON AERONAUTICAL AND CLASSIFIED CONTRACTS

14. Some contractors and sub-contractors have hesitated to employ aliens because of a lack of clear understanding of the statutory restrictions, and concern as to the penalty for violation thereof. It is repeated and emphasized that the only restrictions are those set forth in paragraph 4 above, and that an employer is not subject to any penalty if, in good faith, he obtains the written consent of the head of the Government department concerned before an alien is permitted to have access to the work, plans, or trials under aeronautical or classified contracts.

VII. RESPONSIBILITIES FOR PLANT SECURITY

15. The contractor is responsible for the protection of the plant against all persons who might endanger its security, regardless of their citizenship. Contractors will comply with detailed regulations concerning plant security issued from time to time by the War and Navy Departments and the Maritime Commission, including:

(a) complying with the provisions of their contracts respecting the safeguarding of all plans and specifications and all work under these contracts;

(b) in any case and at any time where there is a definite indication that an employee is subversive or engaged in subversive activities, no investigation will be conducted by the employer, but the facts will be furnished to the Federal Bureau of Investigation for appropriate consideration. (Employees have the same duty of reporting in this regard as have employers.)

VIII. PRIOR STATEMENTS AND CONTRACT PROVISIONS

16. This joint statement is applicable with equal force to the employment of aliens under all existing contracts. If any clause of any existing contract prescribes greater restrictions on the employment of aliens than are hereby required or permitted, the Government will waive compliance with such clause, to the extent that it conflicts with this Statement.

17. All previous statements of the Departments of War, Navy, Justice, and the Maritime Commission with respect to the policy and procedure in connection with the employment of aliens, are hereby superseded insofar as they may be inconsistent with any statements contained herein.

HENRY L. STIMSON,
Secretary of War.
FRANCIS BIDDLE,
Attorney General.
FRANK KNOX,
Secretary of the Navy.
E. S. LAND,
Chairman, U. S. Maritime Comm.

(a) *Anti-discrimination contract clause.* The anti-discrimination clause (see § 803.325) required in contracts under the provisions of Executive Order No. 9346 issued under date of 27 May 1943 (see Subpart K of this part) prohibits discrimination against any employee or applicant for employment because of "national origin". This is construed as prohibiting discrimination based on non-citizenship as well as discrimination based on country of origin.

(b) *Procedure.* It is to be noted that under Article IV of the joint statement set forth in § 809.990, it is contemplated that the alien questionnaire, when completed, will be delivered to the plant security officer. If, at a given plant, there is no plant security officer, the questionnaire should be delivered to the Director of Internal Security at the Headquarters of the Service Command within the limits of which the plant is located.

SUBPART J—STATE LABOR LEGISLATION

§ 809.993 *Requests for relaxation of State labor legislation.* In all cases in which manufacturers engaged in war production deem necessary to the achievement of full war production the relaxation of State labor statutes or administrative orders which are restricting or are allegedly restricting war production, the following procedure will be observed:

(a) (1) The interested contractor will submit the initial request for such relaxation to the State Labor Commissioner or other State officials charged with the enforcement of labor legislation in the State or region where the plant of the manufacturer involved is located.

(2) In the event that the contractor's request for relaxation is denied, the technical service, Army Air Forces, or the service command, as the case may be, whichever has the operating responsibility for labor problems for said contractor, may assist the contractor by supporting the request for relaxation by direct representation to the appropriate State official.

(3) The labor branches of the service commands may be called upon to render staff assistance relative to the foregoing.

(4) If the desired relaxation has not been obtained after exhausting the above procedure, and the appropriate War Department agency continues to urge its necessity, the matter may be referred through channels to the Director, Industrial Personnel Division, Headquarters, Army Service Forces, Attention: Chief, Labor Branch. Such referrals should contain the following information:

(i) Provision or provisions of law the relaxation of which is required.

(ii) Extent of relaxation required.

(iii) Criticalness or relative scarcity of the material.

(iv) Circumstances necessitating the relaxation (such as, for example, a shortage in the local supply of skilled labor).

(v) Remedial action being taken by the manufacturer (such as, for example, training and up-grading).

(vi) Efforts previously made to obtain the relaxation.

(b) Requests for assistance in obtaining a relaxation will be refused in cases in which:

(1) The contractor has not already requested the proper State authorities for such relaxation.

(2) Such relaxation is clearly unnecessary to maintain full production.

(3) The granting thereof would result in a clearly excessive increase in hours of work, in an unreasonable curtailment of rest and lunch periods, or in an undesirable impairment of working conditions.

SUBPART K—FAIR EMPLOYMENT PRACTICE

§ 809.994 *Executive Order No. 9346.* The following is the full text of Executive Order No. 9346, issued under date of May 27, 1943:

EXECUTIVE ORDER

FURTHER AMENDING EXECUTIVE ORDER NO. 8802 BY ESTABLISHING A NEW COMMITTEE ON FAIR EMPLOYMENT PRACTICE AND DEFINING ITS POWERS AND DUTIES

In order to establish a new Committee on Fair Employment Practice, to promote the fullest utilization of all available manpower, and to eliminate discriminatory employment practices, Executive Order No. 8802 of June 25, 1941, as amended by Executive Order No. 8823 of July 18, 1941, is hereby further amended to read as follows:

WHEREAS the successful prosecution of the war demands the maximum employment of all available workers regardless of race, creed, color, or national origin; and

WHEREAS it is the policy of the United States to encourage full participation in the war effort by all persons in the United States regardless of race, creed, color, or national origin, in the firm belief that the democratic way of life within the nation can be defended successfully only with the help and support of all groups within its borders; and

WHEREAS there is evidence that available and needed workers have been barred from employment in industries engaged in war production solely by reason of their race, creed, color, or national origin, to the detriment of the prosecution of the war, the workers' morale, and national unity:

NOW, THEREFORE, by virtue of the authority vested in me by the Constitution and statutes, and as President of the United States and Commander in Chief of the Army and Navy, I do hereby reaffirm the policy of the United States that there shall be no discrimination in the employment of any person in war industries or in Government by reason of race, creed, color, or national origin, and I do hereby declare that it is the duty of all employers, including the several Federal departments and agencies, and all labor organizations, in furtherance of this policy and of this order, to eliminate discrimination in regard to hire, tenure, terms or conditions of employment, or union membership because of race, creed, color, or national origin.

It is hereby ordered as follows:

1. All contracting agencies of the Government of the United States shall include in all contracts hereafter negotiated or renegotiated by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin and requiring him to include a similar provision in all subcontracts. [See § 803.325.]

2. All departments and agencies of the Government of the United States concerned with vocational and training programs for war production shall take all measures appropriate to assure that such programs are administered without discrimination because of race, creed, color, or national origin.

3. There is hereby established in the Office for Emergency Management of the Executive Office of the President a Committee on Fair Employment Practice, hereinafter referred to as the Committee, which shall consist of a Chairman and not more than six other members to be appointed by the President. The Chairman shall receive such salary as shall be fixed by the President not exceeding $10,000 per year. The other members of the Committee shall receive necessary traveling expenses and, unless their compensation is otherwise prescribed by the President, a per diem allowance not exceeding twenty-five dollars per day and subsistence expenses on such days as they are actually engaged in the performance of duties pursuant to this Order.

4. The Committee shall formulate policies to achieve the purposes of this Order and shall make recommendations to the various Federal departments and agencies and to the President which it deems necessary and proper to make effective the provisions of this Order. The Committee shall also recommend to the Chairman of the War Manpower Commission appropriate measures for bringing about the full utilization and training of manpower in and for war production without discrimination because of race, creed, color, or national origin.

5. The Committee shall receive and investigate complaints of discrimination forbidden by this Order. It may conduct hearings, make findings of fact, and take appropriate steps to obtain elimination of such discrimination.

6. Upon the appointment of the Committee and the designation of its Chairman, the Fair Employment Practice Committee established by Executive Order No. 8802 of June 25, 1941, hereinafter referred to as the old Committee, shall cease to exist. All records and property of the old Committee and such unexpended balances of allocations or other funds available for its use as the Director of the Bureau of the Budget shall determine shall be transferred to the Committee. The Committee shall assume jurisdiction over all complaints and matters pending before the old Committee and shall conduct such investigations and hearings as may be necessary in the performance of its duties under this Order.

7. Within the limits of the funds which may be made available for that purpose, the Chairman shall appoint and fix the compensation of such personnel and make provision for such supplies, facilities, and services as may be necessary to carry out this Order. The Committee may utilize the services and facilities of other Federal departments and agencies and such voluntary and uncompensated services as may from time to time be needed. The Committee may accept the services of State and local authorities and officials, and may perform the functions and duties and exercise the powers conferred upon it by this Order through such officials and agencies and in such manner as it may determine.

8. The Committee shall have the power to promulgate such rules and regulations as may be appropriate or necessary to carry out the provisions of this Order.

9. The provisions of any other pertinent Executive order inconsistent with this Order are hereby superseded.

FRANKLIN D ROOSEVELT

THE WHITE HOUSE,
May 27, 1943.

§ 809.994a *Interpretations of Executive Order No. 9346.* Pursuant to the authority vested in it by Executive Order No. 9346, the Committee on Fair Employment Practice, in order to effectuate the purposes of the Order, has issued certain interpretations under the Order. Such interpretations are set forth in succeeding paragraphs.

(a) *Contracts.* (1) The words "all contracts hereafter negotiated or renegotiated" include all contracts made, amended or modified.

(2) A non-discrimination provision is required in leases, grants or easements, right of way, etc., to the same extent that it is required in other contracts.

(3) The obligation to include the non-discrimination clause exists even though the contract involves non-war activity.

(4) The obligation to include the non-discrimination clause exists even though the contract is required to be awarded to the lowest bidder.

(5) The obligation to include the non-discrimination clause exists even though the contract is between a Federal Government agency and a State agency or subdivision of a state.

(6) The obligation to include the non-discrimination clause does not depend on the amount of money or other consideration involved in the performance of the contract.

(7) The non-discrimination provision required does not refer to, extend to or cover the activities or business of the contractor which are not related to or involved in the performance of the contract entered into.

(8) Inclusion of a non-discrimination provision is not required in contracts the performance of which does not involve the employment of persons.

(9) Inclusion of a non-discrimination provision is not required in contracts with foreign contractors for work to be performed outside the continental or territorial limits of the United States where no recruitment of workers within the said limits of the United States is involved.

(b) *Employment of aliens.*—See Subpart I of this part relating to employment of aliens, particularly § 809.990 (a).

[Procurement Reg. 10]

PART 810—PLANT FACILITIES EXPANSIONS

SUBPART A—POLICY

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810.1001 General policy in regard to new facilities.
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810.1015b Transfer to the War Production Board of authority to issue certificates of necessity.
810.1016 Information to be submitted in application.
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810.1019 Certificates of Non-Reimbursement and Government Protection Discontinued.
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SUBPART A—POLICY

§ 810.1001 *General policy in regard to new facilities.* The conservation of critical material and the fullest possible utilization of existing facilities, whether structures, machinery, or equipment, requires that preference in placing contracts should be given first to contractors who have existing buildings or machinery available, and, second, to contractors who need to acquire the least amount of additional facilities for performance of the contract. Where it has been determined that new facilities are essential, preference should be given to contractors who will themselves finance such facilities. So far as practicable, direct payment or direct reimbursement by the Government for the cost of new facilities should be confined to facilities which themselves form a separate unit (on land covered by the facilities contract or controlled by a long-term lease) or which are readily removable or separable from the contractor's existing plant without unreasonable expense or loss of value. Thus, so far as practicable, buildings should not be erected at the Government's expense on land owned by the contractor unless the Government is given an option to lease on an appropriate basis for a substantial term (e. g. ten years) after the emergency, or an option to buy land at a reasonable price, now or later determined by negotiation.

In connection with new construction projects, the following measures will be observed in order to conserve critical materials:

(a) The site will be selected with a view to minimizing the requirements for additional utilities, transportation, and housing facilities. An effort will also be made to avoid the necessity of multiple-storied structures.

(b) Whenever possible, structures should be of a temporary nature and should be of the simplest construction consistent with the proposed use of the structure and the applicable building codes.

(c) Air conditioning will be employed in only those structures or portions of structures where the manufacturing process makes such use essential. Air conditioning will not be employed for the comfort or for increasing the efficiency of personnel.

(d) Construction of new facilities will, insofar as possible, be of materials the use of which is not prohibited by applicable orders of the Army-Navy Munitions Board or the War Production Board.

(e) Unless otherwise specifically provided, compliance with any provision of this part or of any amendment thereto which requires a change in contract procedure or in any contract provision shall not be mandatory until thirty days after the issuance of such regulation or amendment.

§ 810.1002 *Rental or allowance for the use of Government-financed facilities.* In cases where competition in a price sense will or may exist between the contractor receiving Government-financed facilities and other manufacturers (not using comparable Government facilities on a no-rental basis), appropriate steps will be taken to equalize insofar as possible the competitive situation. To this end, a reasonable rental not less than normal depreciation during the period of use will ordinarily be charged in such cases. Where there is direct Government construction or installation of Government-owned machinery or equipment (not including construction or installation under a Defense Plant Corporation Lease), in lieu of the rental charge, cognizance may be taken of the difference in the ownership or rental status of the facilities, as between the several manufacturers, and this factor taken into account in placing the contract.

Where Government-financed facilities are employed for the performance of contracts other than those directly with the Government, a rental will usually be charged for the facilities so employed. However, where the facilities are furnished as a part of an integrated production program under which a reduction commensurate with the facilities furnished is obtained in the cost of the supplies to the Government, and the furnishing of the facilities without rental does not create an unfair competitive advantage, the rental charge need not be made. Rental may also be waived with respect to production for a foreign Government for cause deemed adequate by the chief of the technical service.

§ 810.1003 *Reconversion and storage costs.* Where, pursuant to the policy stated in § 810.1001 hereof, the Government undertakes to finance the conversion of plants to war production (including required new machinery, equipment, and building installations), the cost of such conversion may include the cost of removing existing commercial machinery, equipment, and installations, and the cost of incidental building rehabilitation and alteration. In such cases, provision may be made for payment, on termination of production for the Government, of the costs of removal of Government-financed machinery and equipment, including preparation for shipment and storage. No provision may be made, however, for the Government's bearing, either directly or indirectly, any part of the cost of reconverting the contractor's plant to commercial production (including reinstallation of privately-owned machinery and equipment), nor will the Government bear the cost of storing such machinery and equipment during the period between conversion and reconversion. This policy is equally applicable to all types of contracts, whether facilities contracts, cost-plus-a-fixed-fee contracts, or fixed-price contracts.

§ 810.1004 *Tax amortization.* Under the provisions of section 124 of the Internal Revenue Code, the cost of facilities incurred by a contractor may, under certain circumstances, but only for the purpose of computing taxable income (see § 802.238 (a)) be amortized over a period of 60 months (or in some instances, a shorter period). To obtain the benefit of such amortization, a Certificate of Necessity must first be obtained. The procedure for obtaining such certificates is set forth in Subpart D of this part. Said section 124 is inapplicable to the acquisition or construction of facilities under a plan of the type described in Plans III, IV or V in § 810.1006 below.

§ 810.1004a *Use of War Department owned machine tools and other industrial equipment for other than War Department production*—(a) *Use by contractor under other contracts or for commercial production.* To promote the most effective possible use of Government owned machine tools and other industrial equipment which have been furnished to private concerns under War Department facilities contracts, the chief of each technical service, or his duly authorized representative, is authorized hereby to permit the use of such machine tools or equipment by the contractor under the conditions hereinafter set forth, provided that the War Department does not for the time being require such machine tools and equipment for its own production at the contractor's plant. Such use may be permitted:

(1) Where such machine tools and equipment are to be used by the contractor for the performance of other war contracts, either as a prime contractor with any Government department or agency or as a subcontractor.

(2) Where such machine tools and equipment are to be used by the contractor for the production of items determined by the Director, Production Division, Headquarters, Army Service Forces or by the chief of the technical service, or by the duly authorized representative of either of them, to be of importance in some direct and immediate manner to the prosecution of the war or to the national defense. In such cases instruments authorizing the use shall provide for a limitation of such use to a definite period of time or to a definite quantity of production.

(3) Where such machine tools and equipment are to be used by the contractor for other commercial production not directly connected with war procurement and not of the type mentioned in subparagraph (2) above, *Provided*, That the instrument permitting such use expressly states that such permission is granted subject to termination at any time by the chief of the technical service or his duly authorized representative upon written notice to the contractor.

(b) *Lease agreement.* In all instances a fair and reasonable rental will be charged for the use of such machine tools and equipment in an amount determined by the chief of the technical service or his duly authorized representative to be adequate to protect the Government's interest. The lease agreement must make provision for proper repair and maintenance of such machine tools and equipment.

(c) *Quarterly summary report.* A summary report (Control Approval Symbol UPS–44) will be made by the chief of each technical service quarterly (as of 31 March, 30 June, 30 September and 31 December) to the Director, Production Division, Headquarters, Army Service Forces, giving a summary statement of the approximate value of such machine tools and equipment so leased or used and the number of units involved.

(d) *Statutory authority for lease.* Each instrument authorizing the lease or use of such machine tools and equipment in accordance with these regulations will be made pursuant to Public Law 703, 76th Congress (as amended by Public Law 580, 77th Congress, section 13) and to Title II of the First War Powers Act and Executive Order No. 9001.

(e) *Determination as to benefits from permitted use of machine tools and other industrial equipment.* It is hereby determined that the use to full advantage of Government owned machine tools and other industrial equipment which have been furnished to War Department contractors under facilities agreements, when such machine tools and equipment would otherwise be idle or unproductive,

(1) Will increase production required for war purposes and for the national economy, thereby promoting the interest of national defense and facilitating the prosecution of the war, and

(2) Will tend to reduce the cost to the Government of the war procurement program by obtaining fair compensation for the use of such machine tools and equipment, when idle, much of which is rapidly depreciating in value, and

(3) Will tend to enable war contractors to maintain their plants and working forces in efficient standby condition in intervals between the performance of contracts related to war procurement.

(f) *Authorized procedures not to delay circularization of idle property or declaration as surplus.* It is War Department policy to dispose promptly, in accordance with existing regulations, of all machine tools and equipment which the War Department no longer needs. The procedures authorized by the preceding paragraphs (especially paragraph (a) (3)) will not delay circularization to all Government agencies of idle machine tools and other equipment (excessive at the point of use) or its declaration as surplus. The primary purpose of the authority granted by paragraph (a) (3) is to provide for the effective use of machine tools and other equipment (1) during the period of circularization and pending determination of its appropriate disposition, and (2) during intervals in war production in the plant of the contractor having custody of such machine tools and equipment.

SUBPART B—METHODS FOR PROVIDING NEW FACILITIES AND PROTECTION OF THE GOVERNMENT'S INTEREST IN GOVERNMENT-FINANCED FACILITIES

§ 810.1005 *Protection of the Government's interest.* The duty of protecting the Government's interest in facilities for which the Government has paid in whole or in part rests upon the contracting officer. Where the new facilities are paid for by the contractor, and the cost thereof is not to be borne by the Government directly or indirectly, there is no problem of protecting the interest of the Government in the facilities. (See Plan I, § 810.1006.) Where the new facilities are to be financed by the Government, protection of the Government's interest therein will ordinarily be accomplished by the use of Plan II, III, IV, or V, as outlined in § 810.1006 hereof. In exceptional cases, such protection may be accomplished by the use of Special Facilities Contracts or Lease Agreements or through the use of the procedure outlined in § 810.1007 hereof.

§ 810.1006 *Methods for providing new facilities.* The following methods are typical of those which may be used for providing new facilities:

PLAN I—PRIVATE OWNERSHIP—WITH NO GOVERNMENT INTEREST

Purpose—For cases in which the contractor is not to be paid by the Government directly or indirectly for the cost of the facilities except to the extent of normal depreciation included in the price of articles sold to the Government.

Financing—Financed by the contractor.

Title—Vested in the contractor.

PLAN II—PRIVATE OWNERSHIP—WITH GOVERNMENT INTEREST (EMERGENCY PLANT FACILITIES CONTRACT)

Purpose—For cases in which the contractor is to be reimbursed by the Government and desires to retain a future interest in the facilities.

Financing—By the contractor until repaid by the Government.

Title—Vested in the contractor with option to purchase such interest as the Government may have acquired by having repaid the contractor partially or wholly for facilities.

PLAN III—GOVERNMENT OWNERSHIP—WAR DEPARTMENT CONSTRUCTION CONTRACT

Purpose—For cases in which the contractor is constructing facilities for the Government and at Government expense.

Financing—By the Government.

Title—Vested in the Government. When the facilities will constitute an addition to or an extension of an existing plant of the contractor, the contractor may be given an option to purchase the facilities.

PLAN IV—GOVERNMENT OWNERSHIP—DEFENSE PLANT CORPORATION LEASE

Purpose—For cases in which the Defense Plant Corporation pays for the facilities.

Financing—Defense Plant Corporation, upon recommendation by the War Department, enters into an Agreement of Lease with the contractor which, as agent for and in the name of Defense Plant Corporation, constructs the buildings and purchases the machinery and then leases the facilities from Defense Plant Corporation at an agreed rental. In most cases where the rental agreed upon is insufficient to reimburse Defense Plant Corporation in full over the term of the lease, part of the financing is borne by the War Department under an agreement with Defense Plant Corporation.

Title—Vested in Defense Plant Corporation, with option in contractor to buy at the end of the lease.

PLAN V—GOVERNMENT OWNERSHIP—SUPPLY CONTRACT

Purpose—For cases in which the contractor will acquire facilities (other than real estate and buildings) for the account of and to be paid for by the Government; facilities to be used by contractor to manufacture supplies under War Department supply contract; contractor responsible for return of facilities in good condition, except for reasonable wear and tear and loss due to stated perils. This type of government financing is provided for by the article entitled Government-Owned Facilities set forth in § 803.332.

Financing—Government Funds.

Title—Vested in the Government, with option in contractor, in certain cases, to buy at cost less depreciation.

§ 810.1007 *Other methods of protecting the Government's interest in Government-financed facilities.* Where, because of special circumstances (such as the inseparability of the new facilities from existing privately owned facilities), the adoption of none of the methods set forth in § 810.1006 is practicable and the Government bears, as a part of the contract price, all or a portion of the cost of the facilities to the contractor, the contracting officer will include in the contract which provides for such payment by the Government for the facilities suitable provisions for the protection of the Government's interest in the facilities and will state in the contract the amount of such payment. Ordinarily, in such cases the provisions hereinafter set forth should all be included. However, in exceptional circumstances one or more of such provisions, with the approval of the Director, Purchases Division, Headquarters, Army Service Forces, may be omitted from the contract with or without substitution of modified provisions directed to the same end:

(a) Requirement that the contractor maintain the facilities, or an appropriate portion thereof, in good condition at its own expense for a period provided for in the contract extending beyond the period of existing supply contract, unless upon request the contracting officer releases it from such obligation;

(b) Requirement that the contractor retain title to the facilities, or an appropriate portion thereof, during said period free of encumbrances not consented to in writing by the contracting officer;

(c) Requirement that the contractor makes no material alteration in the nature of the facilities, or an appropriate portion thereof, without the written consent of the contracting officer;

(d) Requirement that the contractor give priority to Government orders during said period;

(e) Requirement that the contractor shall not include in any price in any supply contract with the Government any sum for depreciation or amortization of the facilities, or an appropriate portion thereof, during said period;

(f) Provision that the contractor may at any time be released from the above requirements upon payment to the Government of a sum agreed upon between the contractor and the contracting officer as constituting fair and just return to the Government for its payment for the facilities.

Where reference is made in the above to "an appropriate portion" of the facilities, that portion for which payment is made by the Government is intended.

SUBPART C—PROCEDURE FOR OBTAINING CLEARANCE AND APPROVAL OF INDUSTRIAL FACILITY EXPANSIONS

Air Forces in § 810.1010 (b) and (c) below. If the projects involve Expediting Production Funds in excess of $25,-

for such production. Include under this heading:

(1) Total requirements for each year

cilities Committee to expedite action on proposals which have been submitted.

(2) After notification by the Produc-

(c) *Army Air Forces projects not requiring WPB approval.* When projects of the Army Air Forces do not require ap-

such application is not required, regardless of the amount.

(c) *Conditions of approval.* Approval

§ 810.1002 *Rental or allowance for the use of Government-financed facili-*

certain circumstances, but only for the purpose of computing taxable income

(c) *Quarterly summary report.* A summary report (Control Approval Sym-

SUBPART C—PROCEDURE FOR OBTAINING CLEARANCE AND APPROVAL OF INDUSTRIAL FACILITY EXPANSIONS

§ 810.1008 *Submission of projects.* Except as provided in paragraph (c) of this section and § 810.1010 (b) and (c) below, all requests for the construction, modification, expansion, or conversion of an industrial facility to be financed by the War Department or by the Defense Plant Corporation under War Department sponsorship (including those which involve only a contingent War Department liability) will be submitted by the sponsoring technical service to the Production Division, Headquarters, Army Service Forces for approval and clearance by all interested agencies, if such projects involve:

(1) Use of Expediting Production Funds, or

(2) Use of other War Department funds or Defense Plant Corporation funds and are estimated to cost in excess of $100,000, excluding costs of jigs, dies, fixtures and gages, such cost including the value of machinery and equipment to be obtained from excess stocks, as well as all new expenditures, whether financed privately or by the Government.

(a) *Definition of industrial facility.* An industrial facility, as used in this part, is defined as a manufacturing plant, whether privately or Government-owned, with all necessary appurtenances thereto, including machinery and equipment, utilities, warehouses, testing buildings, and similar items. Manufacturing plants, together with the facilities required to supplement such plants, at War Department-owned and operated arsenals, depots, and similar establishments, are also considered industrial facilities.

(b) *Preliminary inquiry to Production Division.* In order to minimize delays and the possibilities of unfavorable action, when new facilities are first being considered, it is desirable that the initiating office communicate with the Production Division, Headquarters, Army Service Forces to ascertain the availability of existing facilities suitable for the required production.

(c) *New construction, additions or alterations at Class IV installations.* All requests for new construction, additions or alterations, the cost of which exceeds $1,000, at industrial facilities in Class IV installations will be approved personally by the chief of the interested technical service (without delegation) and will be submitted for approval to the Production Division, Headquarters, Army Service Forces through the Office, Chief of Engineers. Such requests will contain the information required under paragraph 1009 below to the extent applicable, and must contain complete justification for the proposed work.

§ 810.1009 *Application for approval of projects and for release of Expediting Production Funds ("site letters").* Applications for approval of any proposed facilities expansions or conversions of the type described in § 810.1008 above, and for the release of Expediting Production Funds, will be made to the Production Division, Headquarters, Army Service Forces except as provided for the Army Air Forces in § 810.1010 (b) and (c) below. If the projects involve Expediting Production Funds in excess of $25,000, or other funds in excess of $100,000, such applications will supply the following information in quadruplicate. Items not applicable to a particular project will be so indicated.

(1) Name and location of project.

(2) Name and address of operator.

(3) Product and production rate to be created by this project.

(4) General statement of processing operations to be performed in the plant on the item to be produced and the principal types of machine tools and other machinery and equipment necessary therefor. Indicate nature of additional machine tools and other machinery and equipment included in the proposed project.

(5) General description of proposed construction or rehabilitation, if any. For new construction, state number of buildings and approximate floor space of each.

(6) Labor information as follows:

(i) Current employment in the entire plant.

(ii) Expected peak employment as the result of expansions previously authorized and now under way, excluding this proposal.

(iii) Labor presently engaged on production of item for which expansion is requested.

(iv) Additional labor required to staff the expansion. If the project is located in a labor area in which an Area Production Urgency Committee has been established, there must be attached to the site letter a signed copy of the Form GA–862 indicating approval by the Committee.

(7) Maximum additional power required, in kilowatts, and sources of supply.

(8) Additional fuel required, quantity, and type.

(9) Statement of adequacy of water, sewage disposal, rail and highway transportation, and housing.

(10) Brief reasons for selection of this facility or site.

(11) Statement of estimated costs:

(a) Land (number of acres)	------
(b) Purchase of existing plant	------
(c) Construction and rehabilitation including installation costs of (d)	------
(d) Machine tools and other machinery and equipment	------
(e) Automotive furniture and fixtures	------
(f) Dies, jigs, fixtures and gages, and other manufacturing aids	------
(g) Contingencies, overhead, and miscellaneous	------
(h) Total (excluding portion privately financed)	------
(i) Private financing[1]	------
(j) Total cost	------

[1] Explain part of project to be privately financed.

The figures shown for machine tools and other machinery and equipment will be the value of all the tools and equipment to be physically added to the operation. There will be an indication of the portion of each which it is estimated will be secured from available excess lists.

(12) Statement of requirements for item to be produced and existing capacity for such production. Include under this heading:

(i) Total requirements for each year 1944 and 1945.

(ii) List of existing producers, including those in process of expansion.

(iii) Scheduled 1944 production from each.

(iv) Maximum monthly capacity of each facility and month when that capacity will be reached.

(13) Method of financing. If use of Expediting Production Funds is required, make a request for a specific amount or state that such a request will be submitted separately, stating, also, how the remainder of cost, if any, is to be financed.

(14) (i) Estimated date of initial operation.

(ii) Estimated date of completion of construction.

(iii) Estimated date of full operation.

(a) Where it is deemed essential, in the interest of expedition, to file any application before the complete data required above are available, the missing information will be supplied promptly in a second letter following the original application.

(b) Except for the projects of the Army Air Forces (see § 810.1010 (b) and (c)), all applications by the technical services must be approved by the Director, Production Division, Headquarters, Army Service Forces.

(c) Projects under $25,000 involving Expediting Production Funds: In order to simplify the procedure for processing projects in this class, the technical service should, whenever possible, submit them in groups, listing the projects, together with the amounts of funds requested for each, in a single memorandum in triplicate. The detailed information required by paragraph 1009 for larger projects need not be furnished, but the following information will be furnished with respect to each project covered by the memorandum:

(1) Name and location of project.

(2) Total cost, including breakdown of cost into construction, machinery and equipment, etc.

(3) Purpose of project.

(4) Adequate information to establish essentiality.

§ 810.1010 *War Production Board clearance.* Except as provided in paragraph 1011 below, every proposed industrial facility expansion estimated to cost in excess of $100,000 (including any portion to be privately financed and any portion of equipment to be provided from available excess) must be approved by the Facilities Committee, War Production Board.

(a) *Procedure for obtaining approval of the Facilities Committee.* The following procedure is established for all projects requiring approval by the Facilities Committee:

(1) When a project has been approved by the Director, Production Division, Headquarters, Army Service Forces, the Production Division will submit the proposal to the Facilities Committee, War Production Board, for approval. It will be the responsibility of the Production Division to maintain liaison with the Facilities Committee to expedite action on proposals which have been submitted.

(2) After notification by the Production Division that the project has been cleared by all necessary agencies, the technical service will instruct the contractor (except where the work is under the jurisdiction of the Corps of Engineers) to submit to the War Production Board, through the technical service, a WPB–617 application covering the entire project if construction is involved, or a PD–3A if the proposal includes only machine tools and equipment. To these applications will be attached a copy of the memorandum of approval from the Facilities Committee, War Production Board, which will eliminate the necessity for any further check by the War Production Board as to essentiality. If a Necessity Certificate for Tax Amortization is to be requested, the application therefor will accompany the WPB–617 or PD–3A.

(3) Prior to forwarding the PD–3A to the War Production Board, the technical service will fully complete the certificate and will assign the appropriate preference rating, as established in the Army and Navy Munitions Board Priorities Directive, and will be responsible for checking the list of equipment, in order to eliminate items which can be obtained from available surpluses. If it is not practicable to submit the entire list of equipment on the initial PD–3A, a statement to that effect will be made. Subsequent PD–3A's on the project will be submitted as indicated above and will be accompanied by a list of serial numbers and amounts of PD–3A certificates previously submitted. It will not be necessary to submit Form PC–20 with PD–3A's on projects covered by this memorandum. Forms WPB–1548 (Amendment to original WPB–617's), when necessary, will be submitted through the same channels.

(4) The technical service must assure itself that the WPB–617 or PD–3A is in agreement with the information required by § 810.1009 above, or attach supporting data to justify any over-run of cost when submitting the forms to the War Production Board.

(5) The approved WPB–617 or PD–3A will be transmitted to the contractor through the technical services. To assure that this step is taken by the War Production Board, the technical service will make such a request in each case.

(b) *Army Air Forces projects requiring WPB approval.* For projects of the Army Air Forces which require approval by the War Production Board and which involve Expediting Production Funds, the Army Air Forces will address and submit two originals of the application containing the information specified in § 810.1009 directly to the Facilities Committee, War Production Board, and will send the remaining two copies of the original application to the Production Division, Headquarters, Army Service Forces, for its information and record. The Facilities Committee will notify the Army Air Forces directly of the action taken, sending an information copy to the Production Division, Headquarters, Army Service Forces.

(c) *Army Air Forces projects not requiring WPB approval.* When projects of the Army Air Forces do not require approval of the War Production Board but involve Expediting Production Funds, the Army Air Forces will make application for such funds to the Under Secretary of War through the Production Division, Headquarters, Army Service Forces, including in such application the following certification as to necessity, signed for the Commanding General, Army Air Forces, by the Chief, Resources Division, Office, Assistant Chief of Air Staff, Matériel, Maintenance and Distribution, or one of his superior officers:

It is hereby certified that the items of expenditure herein referred to are essential to enable this facility to attain the production capacity required of it in order to meet the peak requirements of the currently authorized aircraft program.

The merits of such projects will not be reviewed by the Production Division, Headquarters, Army Service Forces.

§ 810.1011 *Increased costs and continuing capital expenditures*—(a) *Increased costs only.* Increases in costs of projects previously approved by Headquarters, Army Service Forces, or by the Under Secretary of War, which are due to a low initial estimate and do not involve a change in the scope of the project or production output, do not require approval of the War Production Board but do require clearance by the Production Division, Headquarters, Army Service Forces. All such applications of the technical services must include a clear statement of the particular factors justifying the increased costs, and will be subject to the approval of the Production Division, Headquarters, Army Service Forces, except as indicated under § 810.1010 (c).

(b) *Continuing capital expenditures.* Applications may be made by a technical service for approval of continuing capital expenditures required in connection with an existing project theretofore sponsored by or transferred to sponsorship of such technical service. Such application shall state:

(1) The estimated costs of the additional capital facilities required for a specified current or ensuing quarter year (giving breakdown thereof in accordance with § 810.1009 (k) above), together with estimated dollar amount required for the next succeeding three quarter-years, the total amount of such four quarter-years not to exceed five percent of the total estimated cost of the project as heretofore approved;

(2) The necessity for such continuing capital expenditures; and

(3) The method of financing thereof, the amount of Expediting Production Funds, if any, required therefor, and the manner in which the balance of such expenditures will be financed.

Such application shall be submitted to the Production Division, Headquarters, Army Service Forces, and, except as indicated under § 810.1010 (c), shall be subject to approval by the Division. Approval of the War Production Board of such application is not required, regardless of the amount.

(c) *Conditions of approval.* Approval of applications for continuing capital expenditures shall be subject to the following terms and conditions:

(1) Expenditures shall be limited to items normally classified as capital charges and shall not be used for items which may properly be charged to maintenance, repairs, or operations;

(2) Expenditures shall be only for construction, alterations, extension, machinery, equipment, or other facilities required to round out or improve operating efficiency, balance production, or otherwise develop maximum utilization of the existing project;

(3) Expenditures shall not be used for any new structure, the estimated cost of which exceeds $25,000, nor for camouflage or any new administration buildings or cafeterias, but may be used for alterations or extensions of existing facilities of this character.

(4) New construction, additions or alterations at Class IV installations, the estimated cost of which exceeds $1,000, will be processed in accordance with the provisions of § 810.1008 (c) above regardless of the other provisions of this paragraph.

(5) When a project which has been financed solely with Expediting Production Funds has been completed, the technical service must immediately return all unexpended funds in excess of 3% of the total cost of the project. The funds retained may be used for continuing capital expenditures, in which case the technical service must notify the Production Division, Headquarters, Army Service Forces of the amount being so held. The use of such excess funds will be subject to the terms and conditions outlined in subparagraphs (1) through (4) above.

§ 810.1012 *Application for release of Expediting Production Funds.* When a project requires release of Expediting Production Funds, application therefor shall be made in accordance with § 810.1009 (m) above. When a project for which Expediting Production Funds are requested has received approvals herein required to be given by the Production Division, Headquarters, Army Service Forces, the War Production Board, or both, or has been certified in behalf of the Commanding General, Army Air Forces, in accordance with § 810.1010 (c) above, the Production Division, Headquarters, Army Service Forces, will submit the project, with all supporting information, to the Under Secretary of War for approval and release of Expediting Production Funds.

§ 810.1013 *Notice of approvals.* In all cases involving approval by the Production Division, Headquarters, Army Service Forces, or release of Expediting Production Funds, the Production Division, Headquarters, Army Service Forces, will advise the interested technical service in writing when the project has received all necessary approvals.

§ 810.1014 *Obtaining the letter of commitment in connection with Defense*

Plant Corporation lease agreements. Where the proposed expansion is to be financed through a Defense Plant Corporation lease agreement, the letter of commitment from the War Department to the Defense Plant Corporation will be

thorized to issue such certificates. However, on that date and by Executive Order No. 9406, "• • • the functions, powers and duties of the Secretary of War and the Secretary of the Navy with respect to the certification, pursuant to

of the Government that such a facility be privately financed, i. e., in cases of plant rehabilitation, attached structural additions and equipment such as brick furnaces.

(b) *Applications for certificates.* Ap-

made. While it is recognized that some additional facility expansions will be necessary, it is the policy of the War Department that they be accomplished either by Government financing, the purchase or lease of Government-owned facilities, or private financing without

Sec.
811.1151 Administration of agreement.
811.1152 Effect of agreement on contracts involving natural rubber.
811.1153 Existing contracts involving synthetic rubber.
811.1154 Conversion from use of natural rubber to use of synthetic.
811.1155 Price adjustment provisions.

(b) The one-third of a surface which is not used (see paragraph (a) (1) of this section) will be reserved for oversea markings.

(c) Markings on barrels, drums, and other containers which are not rectangular in shape will be applied in such a manner as to carry out so far as prac-

Funds, will be made to the Production Division, Headquarters, Army Service Forces except as provided for the Army

(12) Statement of requirements for item to be produced and existing capacity

Production Board, for approval. It will be the responsibility of the Production Division to maintain liaison with the Fa-

Army Service Forces.

proval of the War Production Board of

commitment in connection with Defense

Plant Corporation lease agreements. Where the proposed expansion is to be financed through a Defense Plant Corporation lease agreement, the letter of commitment from the War Department to the Defense Plant Corporation will be submitted to the Under Secretary of War. Such submission will be through the Office of the Under Secretary of War, Attention: Contracts and Facilities, and will be accompanied by a brief statement of the nature, location, estimated cost and productive capacity of the project, together with a statement that the project is essential and that the estimated cost thereof is believed reasonable.

§ 810.1015 *Approval of contracts or agreements required in certain cases.* The following contracts will be submitted to the Director, Purchases Division, Headquarters, Army Service Forces, for approval:

(a) All Emergency Plant Facilities Contracts.

(b) All Special Facilities Contracts.

(c) Contracts containing provisions which are required to be submitted under § 810.1007.

(d) Supply contracts containing "Government-Owned Facilities" clauses which deviate in substance from § 803.332 or any provision of which is required to be submitted under the notes to § 803.332.

(e) Separate lease agreements referred to in § 807.304 (b) except those which are (1) written on a standard form of contract for lease of equipment (see § 803.304 (a)), or (2) embody substantially the provisions of § 803.332, and do not contain any provisions which is required to be submitted under the notes to § 803.332.

§ 810.1015a *Termination or cancellation of Emergency Plant Facilities contracts.* Whenever it is desired to effect termination or cancelation of an Emergency Plant Facilities contract and permit the contractor to acquire all or any part of the interest of the Government in the facilities, the matter will be submitted in detail for the approval of the Under Secretary of War, through the Director, Purchases Division, Headquarters, Army Service Forces.

SUBPART D—AMORTIZATION DEDUCTION AND CERTIFICATES OF NECESSITY

§ 810.1016 *Amortization deduction.* For Federal income tax purposes, the cost of construction, reconstruction, erection, installation or acquisition of facilities may, pursuant to section 124 of the Internal Revenue Code, be amortized over a period of 60 months (or a shorter period under certain circumstances) when a Certificate of Necessity has been issued certifying that such construction, reconstruction, erection, installation or acquisition of facilities is necessary in the interest of national defense during the emergency period. (See § 810.1004.) The procedure for obtaining such a certificate is set forth in the following paragraphs.

(a) *Transfer of authority to issue certificates to War Production Board.* Prior to 17 December 1943 the Secretary of War and the Secretary of Navy were authorized to issue such certificates. However, on that date and by Executive Order No. 9406, "• • • the functions, powers and duties of the Secretary of War and the Secretary of the Navy with respect to the certification, pursuant to Section 124 (f) of the Internal Revenue Code • • • [were] transferred to the Chairman of the War Production Board."

(b) *Issuance of certificates prior to effective date of transfer.* Executive Order No. 9406 provided that the regulations of the Secretary of War and the Secretary of the Navy in effect prior to 5 October 1943 should govern the issuance of Certificates of Necessity for all applications therefor describing facilities, the beginning of the construction, reconstruction, erection, installation, or the date of acquisition of which was prior to 5 October 1943. The order also indicated that the Secretary of War and the Secretary of Navy would act upon applications for certificates filed with either of them before 17 December 1943 describing facilities, the beginning of the construction, reconstruction, erection, installation, or date of acquisition of which was prior to 5 October 1943. All other applications for certificates are to be filed with and pursuant to regulations of the War Production Board.

(c) *Automatic ineligibility.* Any application for a necessity certificate which was filed after 5 April 1944 for facilities which were acquired prior to 5 October 1943 is automatically ineligible because of the lapse of more than six (6) months between their date of acquisition and the date of filing the application therefor. Furthermore, any application for a certificate for a facility which was acquired after 5 October 1943 with respect to which no predetermination had been made is likewise automatically ineligible by reason of the promulgation, on that date, of the predetermination requirement, i. e., that the necessity for such a facility be determined by the certifying authority before its acquisition. (See Executive Order No. 9406.)

§ 810.1017 *Regulations.* Pursuant to Executive Order No. 9406, regulations governing the Certificates of Necessity have been promulgated by the Chairman of the War Production Board and appear in 8 F.R. 16964, 21 December 1943. Copies of such regulations may be obtained from the War Production Board.

§ 810.1018 *Policy and procedure.* Paragraphs (a) to (d) summarize the policy and procedure with regard to Certificates of Necessity as prescribed in the War Production Board regulations referred to above. Paragraphs (e) and (f) set out the procedure within the War Department except with regard to applicants with whom the Army Air Forces are principally concerned.

(a) *General.* Certificates of Necessity will be issued only where the facilities to be constructed or acquired are (1) clearly necessary to the war effort and (2) it is to the advantage of the Government that they be privately financed. In general, it may be stated that whenever the Government cannot readily take title to a proposed facility, it is to the advantage of the Government that such a facility be privately financed, i. e., in cases of plant rehabilitation, attached structural additions and equipment such as brick furnaces.

(b) *Applications for certificates.* Applications for Certificates of Necessity, from and after 17 December 1943, will be made in triplicate on the form prescribed and provided by the War Production Board (Form WPB 3467) together with six copies of Appendix A thereto, which form is likewise prepared and provided by the War Production Board. All such applications must precede the construction, reconstruction, erection, installation or acquisition of a facility in order that the certifying authority may determine whether such construction, reconstruction, erection, installation, or acquisition is necessary, within the meaning of section 124 of the Internal Revenue Code. Where priority assistance or specific authorization of the War Production Board is necessary to effect acquisition, the application for a Certificate of Necessity and the application for priority assistance or specific authorization must be filed together.

(c) *Filing application.* Applications for certificates will be filed directly with the War Production Board in Washington, D. C., as prescribed by paragraph (7) of the aforesaid regulations. An application will be deemed to be filed when it is received at the office of the War Production Board in Washington, D. C.

(d) *Data required.* Where possible, all information called for on the standard form of application must be clearly and concisely given and it must be executed in the manner and by the person prescribed therein.

(e) *Processing applications.* The War Production Board, in order to obtain recommendations as to the desirability of issuing the certificate, may transmit a copy of the application to the Production Division, Headquarters, Army Service Forces, which maintains liaison between the War Production Board and the technical services in matters pertaining to amortization. In such cases, the Production Division will forward a copy of the application to the chief of the technical service concerned with a request for report and recommendation. The chief of the technical service concerned will transmit this copy of the application to the officer most appropriately qualified for investigation and report.

(f) *Reports on applications.* Fifteen days after this receipt of the application, the reporting officer will transmit his report to the Production Division, Headquarters, Army Service Forces, through such channels as the chief of the technical service may prescribe. When the report cannot be furnished in the prescribed time, the reporting officer will transmit a statement assigning the reasons for the delay. In all cases, the report must contain a recommendation as to the granting or denial of the Certificate of Necessity.

§ 810.1019 *War Department policy regarding certificates.* Only in extraordinary cases will an affirmative recommendation for the issuance of a certificate be

made. While it is recognized that some additional facility expansions will be necessary, it is the policy of the War Department that they be accomplished either by Government financing, the purchase or lease of Government-owned facilities, or private financing without amortization.

(a) The need for this policy was emphasized by the Under Secretary of War on 14 August, 1943 in a memorandum to the Commanding General, Army Air Forces, and Commanding General, Army Service Forces, in which he stated:

> The need of material and manpower for production of munitions has required curtailment in the creation of new facilities. This applies to expansion of industrial facilities as well as others, and makes it imperative that such expansion be curtailed. • • •
>
> Reporting officers (of the Technical Services and Army Air Forces reporting on applications for Necessity Certificates) should recommend in each case that an Application for a Necessity Certificate be denied unless they are able to establish definitely that the needs of the Army Supply Program can not be effectively obtained without additional facilities of the type which are the subject of the application.

[Procurement Reg. 11]

PART 811—MISCELLANEOUS PURCHASE INSTRUCTIONS

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Sec.
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811.1102 Numbering of compressed gas cylinders.

SUBPART B—PATENTS

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SUBPART A—MARKINGS OF CONTAINERS

§ 811.1101 *Marking of containers destined for overseas shipment*—(a) *Limitations on marking of containers.* The following regulations for the marking of all boxes, crates, and other containers to be used in making deliveries to War Department agencies destined for overseas shipment are prescribed:

(1) Markings showing contents; quantity, cubage, and weight will be stenciled or printed on the container on the upper two-thirds of one surface; except that in the case of containers of ten or more cubic feet, such markings may be made on the upper two-thirds of two surfaces.

(2) All contract data markings will be limited to a maximum area of 42 square inches and will be placed on one surface of the container; except that in the case of containers of ten or more cubic feet, such markings may be made on two surfaces of the container.

(3) Service color and oversea markings will be placed on containers when required and as directed by the chief of the technical service concerned.

(4) On less-than-carload shipments, the name and address of both consignor and consignee will be placed on one or two surfaces of the container in an area not to exceed 28 square inches. This information may be placed with the contract data markings either in adjoining spaces or on the same label.

(5) Markings or labels required by law, governmental regulations (for example, on inflammables, explosives, etc.), or by carrier tariff, and additional markings required by the various supply services will be placed on one surface. This surface will, if practicable, be the surface containing the contract data markings.

(6) The markings on boxes, crates, and other containers will be limited so far as practicable to the markings referred to in (1) through (5) above.

(7) All markings other than those referred to in (5) above will be confined to two surfaces of the box, crate, or container. The markings referred to in (5) will also be placed on the same two surfaces if practicable, but may if necessary be placed on a third surface.

(b) The one-third of a surface which is not used (see paragraph (a) (1) of this section) will be reserved for oversea markings.

(c) Markings on barrels, drums, and other containers which are not rectangular in shape will be applied in such a manner as to carry out so far as practicable the intent of the instructions contained in paragraph (a).

(d) Trade names, brands, and other advertising matter will be limited to the area or the label containing the contract data.

(e) The supply services will provide either in the contract specifications or by instructions to contracting officers for the marking by contractors of containers in conformance with the principles set forth in the preceding paragraphs. (See § 803.364.)

(f) The foregoing has been published pending the issuance of a revised United States Army Specification 100–2 which will make uniform the requirements for marking shipping containers.

(g) This section does not require remarking of any containers already marked and will be applied to containers used in connection with existing contracts only to the extent reasonably practicable.

§ 811.1102 *Numbering of compressed gas cylinders.* See in this connection AR 850–60 (September 29, 1942) covering the safe handling, storing, shipping and using of compressed gas cylinders.

(a) *Specifications of Interstate Commerce Commission.* Cylinders for compressed gases must be made under specifications of the Interstate Commerce Commission. Deviations from those specifications are permitted in certain cases. Those specifications require identification of the cylinders by a serial number and by an identification symbol.

(b) *Assignment of serial numbers.* The serial numbers which are to be used by the purchasing officers of the War Department will be assigned by the Director, Purchases, Division, Headquarters, Services of Supply, to the chief of the supply service concerned upon request. Letters should be prefixed and suffixed to those serial numbers to indicate type and size of cylinder as indicated below.

(c) *Identification symbol.* The registered identification symbol of the War Department is WD.

(d) *Maintenance of records.* Chiefs of supply services will furnish to their field agencies such serial numbers as may be required from those assigned as indicated in paragraph (b) above. A record will be maintained of the numbers that have been actually used by their field agencies, together with a record of cylinders which have been manufactured or purchased.

(e) *Markings on cylinders.* Ordinary markings for a cylinder are illustrated by the following example:

ICC–3A480 (Specification mark)
KM1234H (Serial No.)
WD (Symbol)

Any special markings desired on cylinders are permissible but must be specified as "additional marks" and must not in-

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terfere with the ordinary marks as above noted.

NOTE: The mark ICC–3A480 means that the cylinder has been made under specification 3A with service pressure 480 lbs. per square inch, and that it is limited to use for gas with pressure not over 480 lbs. per square inch at 70° F., and not over 480×5/4=600 lbs. per square inch at 130° F.

(f) *Safety devices.* Cylinders must be fitted with safety devices of approved type as required by regulations of the Interstate Commerce Commission. Manufacturers of cylinders and valves are familiar with those requirements.

(g) *Types of cylinders*—(1) *Anhydrous ammonia.* Cylinders for anhydrous ammonia should preferably be of types ICC–4 or ICC–4A480. Type ICC–3A480 is also authorized but will probably be found more expensive.

(2) *Chlorine.* Cylinders for chlorine will be type ICC–3A480.

(3) *Hydrogen sulphide.* Cylinders for hydrogen sulphide should preferably be of type ICC–4B480. Types ICC–3A480, ICC–3B480, and ICC–4A480 are also authorized but will probably be found more expensive.

(4) *Methyl chloride; sulphur dioxide.* Cylinders for methyl chloride and for sulphur dioxide should preferably be of type ICC–4B300. Types ICC–3A300, ICC–3B300, ICC–4A300, and ICC–4 are also authorized but will probably be found more expensive.

(5) *Acetylene.* Cylinders for acetylene will be of type ICC–8.

(6) *Oxygen and other nonliquefied gas; carbon dioxide; nitrous oxide.* High pressure cylinders, for oxygen and other nonliquefied gas, and for carbon dioxide and nitrous oxide, should preferably be of type ICC–3A2015. Type ICC–3A1800 is also authorized but is less efficient and not less expensive. Cylinders of 75 lbs. and 100 lbs. capacity for carbon dioxide and nitrous oxide will be of type ICC–3A2300.

(7) *Compressed gases (except acetylene).* Cylinders of type ICC–3E are also authorized for all compressed gases except acetylene. These will be less than 2 inches outside diameter and not over 12 inches long, exclusive of neck.

(8) *Phosgene; mustard gas; other highly poisonous gases.* Cylinders for phosgene, mustard gas, and other highly poisonous materials (class A poison under regulations of the Interstate Commerce Commission) will be of type ICC–3D480 except as follows: Chlorpicrin, or mixtures of chlorpicrin with nonpoisonous liquid or gas, and monochloracetone, are authorized in any cylinder, except type ICC–8, of sufficient strength. See note under paragraph (e) above.

(h) *System of serial numbers.* The use of serial numbers, together with letters prefixed and suffixed thereto will conform with the following:

(1) *High pressure cylinders made under Interstate Commerce Commission specification 3A for service pressure, 1,800 lbs. per square inch and higher.*

Prefix:	Required for cylinders—
A	2⅛" I.d. x 73⅜" (approximately).
C	3⅛" I.d. x 13" (approximately).
D	3⅛" I.d. x 16¾" (approximately).
DE	3⅛" I.d. x 21¼" (approximately).
E	3⅛" I.d. x 25¾" (approximately).
EE	4⅛" I.d. x 26" (approximately).
EF	5" I.d. x 26" (approximately).
F	5" I.d. x 51" (approximately).
FG	6⅝" I.d. x 43" (approximately).
G	8" I.d. x 51" (approximately).
H	8½" I.d. x 51" (approximately).
J	of internal capacity of 2,750 cu. in. up to and including 4,100 cu. in.
JC	For 75 pounds of carbon dioxide.
L	Having internal capacity of over 4,100 cu. in.
LC	For 100 pounds of carbon dioxide.

Examples: E1234; H1234; etc.

NOTE.—Suffix letters to serial numbers are not to be used.

(2) *High pressure cylinders made under Interstate Commerce Commission specification 3E.* Serial numbers will not be used. Cylinders will be, in all cases, not over 1.99 inches outside diameter and not over 12 inches long, exclusive of neck.

(3) *Acetylene cylinders made under Interstate Commerce Commission specification 8.* Prefix W required in all cases.

Suffix letters required in all cases, dependent on rated gas capacity (approximately) as follows:

Suffix	Rated gas capacity required (approx.) feet
B	50
C	100
H	150
J	250
K	300

Examples: W1234H; W1234K; etc.

(4) *Low pressure cylinders made under Interstate Commerce Commission specifications 3A, 3B, 3C, 4, 4A, 4B, and 4C for service pressure not over 480 lbs. per square inch.*

Prefix:	Required for cylinders marked—
KC	ICC–3A150
KF	ICC–3A240
KJ	ICC–3A300
KM	ICC–3A480
NC	ICC–3B150
NF	ICC–3B240
NJ	ICC–3B300
NM	ICC–3B480
OA	ICC–3C90
OC	ICC–3C150
OF	ICC–3C240
OJ	ICC–3C300
P	ICC–3D480
RC	ICC–4A150
RF	ICC–4A240
RJ	ICC–4A300
RM	ICC–4A480
S	ICC–4
TC	ICC–4B150
TF	ICC–4B240
TJ	ICC–4B300
TM	ICC–4B480
UA	ICC–4C90
UC	ICC–4C150
UF	ICC–4C240
UJ	ICC–4C300

Suffix letters also required, dependent on size, as follows:

Water capacity (pounds):	Suffix required
Below 4	None
4 to 7.99	A
8 to 11.99	B
12 to 15.99	C
16 to 19.99	D
20 to 39.99	E
40 to 59.99	F
60 to 79.99	G
80 to 99.99	H
100 to 129.99	K
130 to 159.99	M
160 to 229.99	P
230 to 319.99	S
320 to 399.99	U
400 to 499.99	W
500 to 749.99	Y
750 to 1000.00	Z

Example: KM1234K for a cylinder marked ICC–3A480 of 125 pounds water capacity; etc.

(i) *Cylinders originally made for other agencies.* Cylinders, new or second hand, originally made for any agency other than the War Department, including commercial firms, may be purchased when authorized by chiefs of technical services. In such cases, the following procedure will be followed:

(1) Cylinders shall have been manufactured or retested within 12 months prior to date of delivery except as follows: Acetylene cylinders, Interstate Commerce Commission specification 8, less than 5 years old; cylinders made under Interstate Commerce Commission specification 3E.

(2) Cylinders of less than 12 pounds water capacity (332.8 cu. in.), will be marked with an added mark WD. Report of such purchase will be made to the chief of the technical service concerned giving the following data: Name of agency or firm from which purchased, contract or purchase order number and date, list of serial numbers, and the corresponding identification symbols (see paragraph (a)); also statement that the symbol WD has been applied. Example of such marking is as follows:

Original marks	Added marks
ICC–3A2015 75678 XYZ	WD

(3) Cylinders of 12 pound water capacity (332.8 cu. in.) and above will be marked with added marks WD and the War Department serial numbers with prefix and suffix letters as prescribed herein. Report of such purchase will be made to the chief of the technical service concerned, giving the following data: Name of agency or firm from which purchased; contract or purchase order number and date; serial numbers of War Department applied (including prefix and suffix letters), listed consecutively; corresponding original serial numbers; original identification symbols; statement that the symbol WD and War Department serial numbers have been applied. Example of such marking is as follows:

Original marks	Added marks
ICC–4B240 17652 XYZ	WD TF1234K

(4) The added marks will be stamped plainly into the metal at some convenient point so that they will not obscure or be confused with the original marks.

(5) If such cylinders are required for export and it is not practicable in the time available to stamp the added marks, any or all of the procedure specified in the foregoing subparagraphs may be omitted.

(j) *Packing compressed gases, filling limit.* The Interstate Commerce Commission has amended section 303 (j) (3)

of its regulations by adding the following note:

NOTE: Because of the present emergency and until further order of the Commission, ICC–3A cylinders may be charged with compressed gases, other than liquefied or dissolved gases, to a pressure 10 percent in excess of their marked service pressures.

(7 F.R. 2911)

SUBPART B—PATENTS

§ 811.1109 *Interchange of patent rights and industrial information*—(a) *General.* Under the Lend-Lease Act (55 Stat. 31) and the International Reciprocal Aid Agreements under the Act (see § 811.1111 and 811.1111 (a) below), it is established as the policy of the United States that full and complete dissemination be made of inventions, manufacturers' processes, technical information, designs and patent rights between the United States and our Allies with proper safeguards for security and the protection of the industrial property rights of citizens of the United States. Any such exchange shall be for war purposes and for the duration of the war.

(b) Under the Agreements each Government will bear the cost of procurement from its own nationals. Accordingly, insofar as practicable, the procurement of the information and rights referred to in the foregoing paragraph (a) for use by our Allies should be on the same basis as procurement for such use by the United States.

(c) Contractors who would be interested should be advised of the fact that under the Agreements referred to in § 811.1111 and 811.1111 (a) below, licenses under United States patents and applications for patents owned by nationals of the signatories to the said Agreements can be secured.

(d) Requests by our Allies forwarded to the War Department for military items other than those pertaining to aeronautics will be received by the Director, International Division, Headquarters, Army Service Forces, who will refer such requests to the appropriate service to effect such procurement. Military items pertaining to aeronautics will be received by the Chief, International Section, Matériel Division, Office of Assistant Chief of Air Staff, Matériel, Maintenance and Distribution, Army Air Forces.

§ 811.1110 *Agreement with the United Kingdom for the interchange of patent rights and industrial information*—(a) *General.* Under date of August 24, 1942 an Agreement was entered into between the United States of America and the United Kingdom with relation to the interchange of patent rights, information, inventions, designs or processes (Executive Agreement Series 268).

(b) *Terms of agreement.* The following is a summary of the terms of the agreement.

(1) Each government, insofar as it may lawfully do so, will, upon request, procure and make available to the other government, patent rights, information, inventions, designs or processes requested by the other government.

(2) Each government will bear the cost of the procurement from its own nationals.

(3) All patent rights so acquired will be for the purposes of and until the termination of the war only.

(4) Information, inventions, designs, or processes will be acquired upon such terms as may most expeditiously make such information available for the purposes of the war, with provision, to the extent practicable, for the limitation of the use thereof, for the purpose of and until the termination of the war.

(5) The agreement is deemed to have been in effect and operation as from January 1, 1942.

(6) The obligations of the United Kingdom pursuant to section 7 of the Lend-Lease Act (55 Stat. 31) as such obligations may be interpreted by the President or by the courts are to be performed by the United Kingdom.

(7) Each government agrees to take such steps as it deems practicable to ensure the appropriate degree of military secrecy in manufacture and use.

(8) License agreements or other contractual obligations existing on January 1, 1942 are not deemed to be within the scope of the agreement.

(9) The agreement provides that under certain conditions the United Kingdom will indemnify the United States on any claim brought by British nationals arising out of the use of items obtained under the Agreement. Prompt notice of any such claim of infringement will be given to the appropriate representative of the United Kingdom as provided in paragraph (i) below.

(c) *Handling of requests by the United Kingdom.* Requests by the United Kingdom for military items other than those pertaining to aeronautics will be handled as follows:

(1) The request will be submitted to the Director, International Division, Headquarters, Army Service Forces, in an original and 8 copies. The information contained therein will be similar to that contained in the form set forth in paragraph (j) below.

(2) The International Division will refer the request to the appropriate technical service for procurement. Such procurement shall be effected pursuant to § 811.1109 (b) and paragraph (f) of this section and otherwise, as may be directed by the chief of such technical service.

(3) In the event that the technical service is of the opinion that it is impracticable or for any reason undesirable to procure and transfer the item desired to the United Kingdom, or if in the opinion of the technical service concerned licenses under another patent or patents should also be obtained, a full report embodying the relevant circumstances and the recommendation of the technical service shall be submitted to the Director, International Division, Headquarters, Army Service Forces.

(4) Financing items under the Agreement will be done in accordance with established procedure for lend-lease procurement. The extent to which such funds are used for the purposes set forth herein should be currently reported on form DDA–7 "Statement of Defense Articles procured from appropriations made to the President for Lend-Lease purposes and other appropriations and delivered to Foreign Governments" under the Lend-Lease Act (55 Stat. 31).

(5) A form of license to be used in procuring items under the agreement is in course of preparation. Pending completion thereof, licenses used for such procurement will be cleared with the Legal Branch, Purchases Division, Headquarters, Army Service Forces.

(6) The provisions of AGO letter AG 400.3295 (6–18–42) MS–D–M of June 24, 1942, pertaining to the transfer of technical information, shall not apply to the transfer of items under the agreement.

(d) *Handling of requests by the United States to the United Kingdom.* Requests by the United States for military items other than those pertaining to aeronautics will be handled as follows:

(1) Requests will normally originate in a technical service, and will be submitted to the International Division together with a full description of the item requested, the organization originating the request, its intended use and other relevant particulars.

(2) The International Division will prepare S. O. S. I. D. Form Number 4 (Reverse Request for Patent Rights, Information, Inventions, Designs or Processes), will forward the request to the appropriate representative of the United Kingdom and will send copies thereof to the Office of Lend-Lease Administration and the technical service originating the request. A sample of such form is set forth in paragraph (j) below.

(3) The International Division will follow up the request and arrange for the delivery to the requesting technical service of the item requested.

(e) *Handling of requests for aeronautical items.* Requests by the United Kingdom and by the United States will be handled as provided in paragraphs (a) and (d) above except that the duties therein assigned to the Director, International Division, Headquarters, Army Service Forces, will be performed by the Chief, International Section, Matériel Division, Office of Assistant Chief of Air Staff, Matériel, Maintenance and Distribution, Army Air Forces and requests by the United States will be forwarded by the Chief, International Section, Matériel Division, Office of Assistant Chief of Air Staff, Matériel, Maintenance and Distribution, Army Air Forces to the United Kingdom.

(f) *Consultation with patent and technical officers.* Officers charged with procurement should consult with the patent and technical officers of the technical service in reaching a determination as to the amount, if any, to be paid for the item requested. The patent officer will ascertain whether the United States has the right without further payment to transfer the item requested. Advice with respect to the foregoing may be obtained from the Chief, Patents Di-

vision, Office of The Judge Advocate General.

(g) *Acquainting contractors of rights under agreement.* The technical services should bring to the attention of such contractors as would be interested the right, under the agreement, to have secured for their use in war production licenses under patents of the United States or of the United Kingdom owned by British nationals.

(h) *Questions of policy or procedure under agreements.* All questions of policy or procedure arising under the agreement as well as under the agreements referred to in §§ 811.1111 and 811.1111 (a) below, shall be referred to the Director, Purchases Division, Headquarters, Army Service Forces.

(i) *Notice of claim of infringement.* As stated in paragraph (b) (9) above, prompt notice of any claim of infringement should be given (1) to the Director, International Division, Headquarters, Army Service Forces, or to the Chief, International Section, Matériel Division, Office of Assistant Chief of Air Staff, Matériel, Maintenance and Distribution, Army Air Forces, as the case may be, for the purposes specified in paragraph (b) (9), and (2) to the Chief, Patents Division, Office of The Judge Advocate General for record purposes.

(j) *Form of request by the United States to the United Kingdom.* The sample of the form referred to in the foregoing paragraph (d) (2) above is as follows:

'S. O. S. I. D. FORM 4

No._____.

REQUISITION TO UNITED KINGDOM FROM UNITED STATES

Date_____

British Ref. No._____

1. Description of Patent Rights, Information, Inventions, Designs or Processes desired (Use continuation sheet if necessary)

_____

2. Will any accompanying drawings information or explanations be necessary?_____

If so, state:_____

3. Are any personal technical services required or will they be required in the future? State when and the nature of the services:

_____

4. Where and for what purpose will the patent rights, information, inventions, designs, or processes be used?_____

5. State reasons for request:

§ 811.1111 *List of lend-lease and reciprocal aid agreements.* The published lend-lease and reciprocal aid agreements are as follows:

	Executive Agreement	
	Date	Series No.
United Kingdom of Great Britain and Northern Ireland	Feb. 23, 1942	241
Belgium	June 16, 1942	254
China	June 2, 1942	251
Czechoslovakia	July 11, 1942	261
Greece	July 10, 1942	260
Netherlands	July 8, 1942	259
Norway	July 11, 1942	262
Poland	July 1, 1942	257
U. S. S. R.	June 11, 1942	253
Yugoslavia	July 24, 1942	263

RECIPROCAL AID AGREEMENTS

United Kingdom	September 3, 1942
Australia	September 3, 1942
New Zealand	September 3, 1942
France (Fighting)	September 3, 1942

PATENT INTERCHANGE AGREEMENT

Agreement Between the United States and the United Kingdom of Great Britain and Northern Ireland on the Interchange of Patent Rights, Information, Inventions, Designs, or Processes, August 24, 1942; Executive Agreement Series No. 268.

(a) Copies of the agreements referred to above as well as agreements entered into with other governments are available upon request to the State Department in Washington, D. C.

§ 811.1112 *Adjustment of royalties for use of inventions.*—(a) *Basic statute.* The act of October 31, 1942 (Public Law No. 768, 77th Congress, 2d Session) makes provisions for adjusting royalties for the use of inventions for the benefit of the United States, in aid of the prosecution of the war, and for other purposes. The succeeding paragraphs contain a summary of the provisions of the Act as applied to the War Department.

(b) *Applicability and notice.* Whenever an invention, whether patented or unpatented, is manufactured, used, sold or otherwise disposed of for the United States (for this purpose, the War Department) under the conditions set forth in the basic statute, and the license includes provisions for the payment of royalties, the rates or amounts of which are believed to be unreasonable or excessive by the Secretary of War, the Secretary of War shall give notice of such facts to the licensor and the licensee. By definition, the manufacture, use, sale or other disposition of an invention, whether patented or unpatented, by a contractor, subcontractor, or any person, firm, or corporation for the Government and with the authorization or consent of the Government is construed as manufacture, use, sale or other disposition for the United States.

(c) *Fixing of rates and order.* The act further provides that within a reasonable time after the effective date of the notice, in no event less than ten days, the Secretary of War shall by order, fix and specify such rates or amounts of royalties, if any, as he shall determine are fair and just, taking into account the conditions of wartime production and shall authorize the payment thereof by the licensee to the licensor on account of such manufacture, use, sale or other disposition. Either the licensor or the licensee is privileged, if he so requests within ten days from the effective date of the notice, to present within thirty days from the date of his request, in writing or in person, any facts or circumstances which may in his opinion have a bearing upon the rates or amount of royalties, if any, to be determined, fixed, and specified as aforesaid. Any order fixing the rates and amounts of any royalties shall be issued within a reasonable time after such presentation.

(d) *Prohibition against payment of excessive royalties.* The licensee is forbidden after the effective date of the notice (upon receipt of notice, or five days after the mailing thereof, whichever date is earlier) to pay to the licensor, or to charge directly or indirectly to the United States a royalty in excess of that specified in the order. It is provided that, whenever a reduction in the rates or amounts of royalties is affected by order, the reduction shall inure to the benefit of the Government by way of a corresponding reduction in the contract price to be paid directly or indirectly for such manufacture, use, sale, or other disposition of such inventions, or by way of refund, if already paid to the licensee.

(e) *Remedies of licensor.* The act contains certain provisions as to the remedies of the licensor, which, in general, limit him to a claim against the United States in a suit in the Court of Claims or a District Court of the United States.

(f) *Settlement of claims.* The Secretary of War is authorized, before suit has been instituted against the United States, to enter into an agreement with the owner or licensor of an invention in full settlement and compromise of any claim accruing under the provisions of the act, and for compensation to be paid such owner or licensor based upon future manufacture, use, sale, or other disposition of said invention.

(g) *Authority of Secretary of War to delegate powers and issue regulations under Act.* The Secretary of War is authorized in his discretion and under such rules and regulations as he may prescribe, to delegate any powers conferred by the act to such qualified and responsible officers, boards, agents or persons as he may designate or appoint. He is also authorized to issue such rules and regulations and to require such information as may be necessary and proper to carry out the provisions of the act. In accordance with the provisions of the act, rules and regulations have been prescribed and delegations of authority have been issued, the terms of which are set forth in the succeeding paragraphs.

(h) *Delegations.* By memorandum of the Secretary of War dated 20 November 1942, as amended under date of 30 January 1943, and 19 June 1943, there has been delegated to the Chiefs of the Technical Services (and in the case of the Army Air Forces, also the Assistant Chief of Air Staff, Matériel, Maintenance and Distribution, Army Air Forces and the Chief, Procurement Branch, Matériel Division, Office of the Assistant Chief of Air Staff, Matériel, Maintenance and Distribution, Army Air Forces) the powers, duties and authorities conferred upon him by the act:

(1) To determine that the written notice, referred to in paragraph (b) should be given and to give written notice of the fact that the rates or amounts of royalties are believed to be unreasonable or excessive;

(2) To receive and hear such facts or circumstances as may be presented in writing or in person as specified in paragraph (c);

(3) To fix and specify by the order refered to in paragraph (c) fair and just rates or amounts of royalties and to authorize the payment thereof by the licensee to the licensor, subject, however, to the approval of such order by the Director, Purchases Division, Headquarters, Army Service Forces; and

(4) To enter into an agreement before suit against the United States has been instituted with the owner or licensor of an invention, in full settlement and compromise of any claim against the United States accruing to such owner or licensor by reason of the manufacture, use, sale or other disposition referred to in paragraph (b) and for compensation to be paid such owner or licensor based upon future manufacture, use, sale or other disposition of such invention, subject, however, to the approval of such agreement of settlement and compromise by the Director, Purchases Division, Headquarters, Army Service Forces.

By said memorandum a like delegation was made to the Commanding General, Army Service Forces and to the Director, Purchases Division, Headquarters, Army Service Forces.

(i) *Further delegations.* The authority referred to in subparagraphs (1) and (2) of paragraph (h) has been further delegated to the following:

(1) All Division Engineers of the Corps of Engineers,

(2) Director of Research and Development Division, Signal Corps, and

(3) Royalty Adjustment Board, Army Air Forces, Matériel Command, Wright Field, Dayton, Ohio.

The Secretary of War or the Under Secretary of War upon request will make further delegations. In the event the chief of any technical service desires that the authority referred to in subparagraphs (1) and (2) of paragraph (h) be delegated to other officers, such chief shall forward to the Director, Purchases Division, Headquarters, Army Service Forces, a memorandum specifying the officer to whom such delegation should be made and the extent of such delegation. The title of the position held and not the name of the individual officer should be specified. The powers, duties and authorities referred to in paragraph (h) shall not be redelegated by the chiefs of the technical services under the authority to redelegate conferred in § 801.107 (i).

(j) *Giving of notice.* The notice referred to in this and the succeeding paragraphs is the written notice, specified in Section 1 of the Act, of the fact that the rates and amounts of royalties are believed to be unreasonable or excessive. Such notice shall not be given to the licensor and licensee until:

(1) There has been obtained from the Director, Purchases Division, Headquarters, Army Service Forces, such information, if any, as his records contain as to the service of a notice, or the consideration which has or is being given to the service of a notice, by any technical service or by any governmental agency with respect to the same invention; and

(2) (i) The licensor has been advised that the issuance of a notice under the Act is contemplated and in the opinion of the authority contemplating the issuance of a notice, an opportunity voluntarily to effect a prompt and satisfactory adjustment of the royalties has been afforded and such adjustment cannot be effected, or

(ii) A recommendation has been made that no such advice as to the issuance of a notice be given to the licensor and such recommendation has been approved by the Director, Purchases Division, Headquarters, Army Service Forces.

(k) *Procedure in the event more than one technical service is concerned.* In the event more than one technical service is concerned with the rates or amounts of royalties, any such technical service may exercise, subject to the direction of the Under Secretary, as to such royalties the authority referred to in subparagraph (1) of paragraph (h) under all contracts or subcontracts with, or purchases by or for, the War Department. Where more than one supply service is concerned with the rates or amounts of royalties, the Director, Purchases Division, Headquarters, Services of Supply, shall be advised of such fact and thereupon directions shall be issued by him as to how, and by whom, the authority referred to in subparagraph (2), (3) and (4) of paragraph (h) shall be exercised for the War Department.

(l) *Appropriate action to be taken by each supply service.* Subject to the foregoing, the chief of each supply service shall cause such action to be taken as may be appropriate in order that the purpose of the act to prevent the inclusion in the prices paid by the War Department of unreasonable or excessive royalties may be achieved. Such action shall be taken pursuant to such instructions as may be issued by the chief of the supply service concerned.

(m) *Information to be obtained from and furnished to the Purchases Division.* When it appears to any supply service that the issuance of a notice as referred to in paragraph (j) (2) (i) of this section is contemplated, it shall:

(1) Obtain from the Director, Purchases Division, Headquarters, Services of Supply, the information referred to in paragraph (j) (1), and

(2) File, in triplicate, with the Director, Purchases Division, Headquarters, Services of Supply, a memorandum giving the names and addresses of the licensor and licensee and such other pertinent information as is set out in the form contained in paragraph (t) as may be reasonably practical.

If the proceedings referred to in paragraph (j) (2) (i) of this section have resulted in a satisfactory adjustment of royalties, without the service of a notice, a report, in triplicate, with respect thereto shall be filed by the supply service with the Director, Purchases Division, Headquarters, Services of Supply.

(n) *Factors to be considered.* In determining what are fair and just rates and amounts of royalties payable for an invention there will be taken into account:

(1) The conditions of wartime production;

(2) The production and use of the invention prior to any increase due to wartime procurement, including:

(i) Any established royalty rate;

(ii) The volume on which royalty was paid;

(iii) The yearly aggregate royalty paid; and

(iv) The circumstances under which the licensing and the establishment of the royalty rate occurred.

(3) The character of the invention and any patent protection therefor, the value of its contribution to the art in which it is used, and the character and expense of research and development that have been devoted to the invention.

(4) The extent of use and proposed use of the invention by other departments or agencies of the Government and the amounts of royalties involved in the aggregate in such use.

(5) All other considerations which are ordinarily and properly taken into account in determining fair and just royalties or which appear to be appropriate to the particular case.

(o) *Form of notice.* The following form of notice is approved for use subject to such deviations as may be appropriate in any given case:

Pursuant to the Act of October 31, 1942 (Public Law 768, 77th Congress, 2nd Session), notice is hereby given that the royalties now being paid directly or indirectly by the United States under contracts or subcontracts with or purchases by or for the War Department (including, without prejudice to the generality of the foregoing language contract No. _____) are believed to be unreasonable or excessive.

It is understood that these payments are made by virtue of an agreement between _____ as licensee and _____ as licensor. This notice becomes effective upon receipt hereof or five days after the mailing hereof, viz, _____, 194____, whichever date is the earlier.

Under the Act the licensee or the licensor, if he so requests within ten days from and after the effective date of this notice, may within thirty days from the date of such request present in writing or in person any facts or circumstances which may, in his opinion, have a bearing upon the rates or amounts of royalty, if any, to be determined, fixed and specified, all as provided in said Act.

Within a reasonable time after the effective date of this notice an order will be made fixing and specifying the rates or amounts of royalty, if any, which are determined to be fair and just taking into account the conditions of wartime production. Such order will authorize the payment of such rates or amounts of royalty by the licensee to the licensor.

The act provides that the licensee shall not after the effective date of this notice pay to the licensor, nor charge directly or indirectly to the United States a royalty, if any, in excess of that which may be specified in the order to be hereafter made. Until the making of such order no royalties should be paid on account of the manufacture, use, sale or other disposition for the United States.

The foregoing notice shall be mailed to the last known address of the licensor and the licensee.

(p) *Forwarding of copies of notice.* Copies of all notices served shall be forwarded promptly to:

(1) The chief of the supply service concerned,

(2) The chief patent officer or, if that service has no patent officer, to its chief legal officer,

(3) The Chief, Patents Division, Office of The Judge Advocate General, and

(4) Director, Purchases Division, Headquarters, Services of Supply (in duplicate).

(q) *Form of order.* The following form of order is approved for use subject

to such deviations as may be appropriate in any given case:

Order No.----------
Adjusting Royalties in connection with Contract No.----------
Contractor and Address----------

For: Whereas, under date of---------- pursuant to the authority contained in the Act of October 31, 1942 (Public Law 768, 77th Cong., 2d Sess.), written notice was given to ---------- and ----------
(Licensor) (Licensee)

that the rates or amounts of royalties as set forth in Column 5 of Schedule A,[1] attached hereto and by reference made a part hereof, provision for the payment of which by Licensee to Licensor is evidenced in the manner set out in Column 6 of said Schedule A, and directly or indirectly charged or chargeable to the United States for the manufacture, use, sale or other disposition for the United States, of the inventions set forth in Columns 1, 2, 3, and 4 of said Schedule A, under the terms of the above-identified contract, were believed to be unreasonable or excessive, and that after the date of the receipt of said Notice, or five days after the mailing thereof, whichever date was the earlier, no royalty should be paid by the Licensee to the Licensor, and charged directly or indirectly to the United States, for or on account of the manufacture, use, sale, or other disposition of said invention for the United States, as provided for in said Act; and

Whereas, an opportunity has been afforded Licensor and Licensee to present in writing or in person any facts or circumstances which may, in the opinion of either or both of said parties, having a bearing upon the rates or amounts of royalties hereinafter determined, fixed and specified; and

Whereas, the undersigned, having taken into account the representations of the Licensor and Licensee,[1] the conditions of wartime production and all other considerations which are ordinarily and properly taken into account in determining a fair and just rate or amount of royalty in the premises:

Now, therefore, it is hereby determined, fixed, and specified that a fair and just rate or amount of royalty, to be paid by Licensee to Licensor, after the effective date of said Notice, is that rate or amount set forth in Column 7 of said Schedule A, and payment thereof by the Licensee to the Licensor on account of the manufacture, use, sale or other disposition of the inventions set forth in Columns 1, 2, 3, and 4 of said Schdule A, insofar as such payment is consistent with the provisions of said Act, is hereby authorized.

Dated: ----------

Approved: ---------- ----------

(Director, Purchases Division, Headquarters, Army Service Forces)

NOTE: Schedule A appears in the following form:

SCHEDULE A

Column 1	Column 2	Column 3	Column 4	Column 5		Column 6				Column 7
Title or short description of invention	U. S. Patent No.	Application Serial No.	Foreign patents	Royalty stipulated prior to date of notice		Instrument in which royalty stipulated				Fair and just royalty
				Rate	Amount	Executed	Date rec'd U. S. Pat. Off.	Liber	Page	Rate

(r) *Submission of order or settlement for approval.* In transmitting to the Director of Purchases for approval the order or the agreement of settlement and compromise referred to in subparagraphs (3) and (4) respectively of paragraph (h), there shall be included, in duplicate, the following:

(1) A statement showing compliance with the requirements of paragraph (j);

(2) A copy of the notice;

(3) A complete statement of any facts or circumstances presented in writing or in person by the licensor or the licensee; and

(4) The facts upon which are based the conclusion that the rates or amounts or royalty fixed in the order are fair and just, or in the case of a settlement, the facts which support the agreement in full settlement and compromise.

(5) A copy of the order or of the agreement of settlement and compromise as the case may be.

[1] Strike out inapplicable portions.

(s) A copy of the documents referred to in paragraph (r) shall be forwarded promptly to the Chief, Patents Division, Office of The Judge Advocate General.

(t) *Records of Purchases Division.* From the information contained in the documents herein required to be filed with the Director, Purchases Division, Headquarters, Army Service Forces, a card index is prepared. The form of card is as follows:

Record No.:---------- X-Ref:----

CENTRAL FILE
Royalty Adjustment Act
(Public Law 768, 77th Cong., 2d Sess.)

Licensor (or Inventor)----------
Pat. No.----------Date----------
Licensee (or Contractor)----------
App. No.----------
Invention, Title of----------
Foreign Pat. No. & Country----------
Assignor----------
Assignee----------
Government Contractor----Contract No.----
Technical Serv. Issuing Notice----------
Date----------
Rate or Amount of Royalty Prior to Notice--
Date----------
Rate or Amount of Royalty fixed by Order---
Date----------
Request for Hearing----------
Date----------
Total amount of Royalty----------
Settlement Agreement----------
Contract Item----------
Contract Price----------

It is recomended that the technical services, in filing with the Director, Purchases Division, Headquarters, Army Service Forces, the documents herein required to be filed, shall cause to be disclosed in the documents filed so far as reasonably practicable the information necessary to complete the above form.

SUBPART C—LITIGATION AND RELATED MATTERS

§ 811.1120 *Procedure for handling litigation involving cost-plus-a-fixed-fee contractors*—(a) *General.* It is of the utmost importance that The Judge Advocate General be promptly notified of the institution of all suits in which the interests of the United States are involved including all suits against cost-plus-a-fixed-fee contractors and subcontractors. This will make it possible to take steps to remove suits instituted in state courts to the federal courts and to take all other steps necessary to protect the interests of the Government. Likewise it is essential that the information furnished be full and complete and not fragmentary.

(b) *Procedure.* The following procedure is prescribed with respect to litigation involving cost-plus-a-fixed-fee contractors and subcontractors:

(1) Such contractors should be advised immediately upon receipt of process in any action filed against them to furnish a copy of all papers to the contracting officer or appropriate War Department representative. This will be in addition to any similar requirement of any outstanding insurance policy.

(2) Teletype, radio, or telegraphic notification of such suit should be sent immediately to The Judge Advocate General, Washington, D. C., by the War Department representative in charge of the project or activity out of which the suit arises, giving all pertinent facts concerning the suit. In the usual case, these facts will include the court in which the suit has been filed, the names of parties to the suit, the date of service of process, a statement of the alleged cause of action, the amount sued for, the date on which answer to the suit must be filed, a statement of the principal defense to the suit which the defendant may raise, and a statement as to whether the amount sued for is fully covered by insurance and if so, whether or not the insurance carrier will accept full responsibility for the defense of the suit.

(3) Copies in triplicate of all suit papers and a statement of available facts will be forwarded immediately to The Judge Advocate General, Washington, D. C. If a board of inquiry is convened to investigate, or acts on the case, copies of all reports of the board's proceedings and findings will be included in the papers transmitted. Since The Judge Advocate General, has the duty of maintaining all

War Department legal liaison with the Department of Justice and other Government departments, the chief of the technical service concerned, upon request of The Judge Advocate General, will immediately transmit to his office any information in his possession that may be requested. Requests for Government representation will not be made to the Department of Justice by War Department field representatives but will be made directly to The Judge Advocate General. Violations of this well-established War Department policy have caused confusion and prevented proper co-ordination in the handling of litigation with the Department of Justice.

(4) The agreement for representation to be signed by the cost-plus-a-fixed-fee contractor or other defendant, three copies of which will be forwarded to The Judge Advocate General, Washington, D. C., will read as follows:

The undersigned hereby requests the Attorney General of the United States to designate counsel to defend on behalf of the undersigned the action entitled ---------- v. ---------- It is further understood that by assuming the defense of said action, the obligations of the United States under United States Contract No. ------ are not altered or increased; it is further agreed that such representation will not be construed as a waiver or estoppel of any rights which any interested party may have under said contract.

(c) *Procedure to determine legal position to be taken in suits based upon the Fair Labor Standards Act of 1938.* (1) In order that any differences of opinion between the War or Navy Departments and the Department of Labor as to the legal position which should be taken by the Government in suits against cost-plus-a-fixed-fee contractors based upon the Fair Labor Standards Act may be resolved, the War Department, the Navy Department, the Department of Labor and the Department of Justice have entered into the following agreement as to the administrative procedures to be followed to determine the position to be taken by the Government in such suits:

MEMORANDUM OF AGREEMENT ON UNIFORM ADMINISTRATIVE PROCEDURES

1. *Purposes:* The procedures herein outlined are provided in order to:

(a) Secure in the disposition of litigated claims settled and uniform application of the Fair Labor Standards Act to the types of work performed by cost-plus-a-fixed-fee contractors.

(b) Obtain either an effective and economical defense by the Department of Justice against claims under the Fair Labor Standards Act, or the quick payment of such claims, depending upon whether such claims are determined pursuant to these procedures to be valid or invalid; and

(c) Establish a method for handling claims which is fair and equitable in protection of the claimant, the United States, and the cost-plus-a-fixed-fee contractor.

2. *Definitions:* For purposes of this agreement, the term—

(a) "Contracting Agency" means the War Department, or the Navy Department, as the case may be.

(b) "Cost-Plus-a-Fixed-Fee Contractor" means a contractor who has entered into a contract with a contracting agency, acting in its own behalf, or in behalf of the United States, pursuant to which the contracting agency, or the United States, is obligated to pay the labor costs of the work performed under the contract.

(c) "Claim" means a suit based upon the Fair Labor Standards Act for additional payments for work performed for a cost-plus-a-fixed-fee contractor; and the term "claimant" means a person by whom or on whose behalf such suit is instituted.

3. *Prompt Investigation, Determination, and Payment of a Valid Claim:* Claims will be immediately investigated by the contracting agency. If in the judgment of the contracting agency the claim should be paid, the United States Attorney will be promptly notified and he will effect settlement of the claim and disposition of the suit. If such is not the judgment of the contracting agency, the claim, together with the contracting agency's recommendation and report of the investigation, will be referred to the appropriate regional office of the Wage and Hour Division for such further and prompt investigation as may be necessary, and for determination. Contemporary or joint investigations will be held by both agencies when found feasible.

4. *Review of Determination of the Regional Office of the Wage and Hour Division:* Within ten days after notice of the determination of the regional office of the Wage and Hour Division, the contracting agency may, if dissatisfied with, and unwilling to settle on the basis of the determination of the regional office of the Wage and Hour Division, appeal to the Wage and Hour Administrator for his final determination of the claim. If part or the whole of the claim is found valid by the Administrator, the United States Attorney will effect settlement of the claim and disposition of the suit accordingly, except that if the contracting agency should conclude that the determination of the Administrator is in its view so clearly unsound as to render assent thereto improper, such agency may elect not to be bound by such determination and to proceed as provided in Paragraph 5.

5. *Participation of the Department of Justice in Discussions:* At the instance of either contracting agency or of the Administrator, the Department of Justice will, if the case appears sufficiently important and the legal issues sufficiently doubtful, join in any discussion among the parties preceding the determination of the Administrator, and will informally accord to the parties the benefits of its views on the legal issues. It is understood that the Department of Justice is not intended to act as an appellate tribunal and that requests for its participation in discussions will be limited to the few important and doubtful cases. Each case in which a contracting agency has elected, pursuant to Paragraph 4, not to be bound by a determination of the Administrator shall be made the subject of discussion with the Department of Justice. Whenever any such case is the subject of discussion with the Department of Justice that Department may determine the Government's litigation position. If the Department of Justice makes such determination the action of all parties hereto with respect to the disposition of the particular case shall be in accord with the determination of the issues so made. In the event the Department of Justice declines in such cases to make such determination of the issues, the Department may decide not to provide further legal representation in any litigation of such case, in which event the cost-plus-a-fixed-fee contractor shall be represented by private counsel and neither the Administrator nor the contracting agency nor any of their representatives shall appear or participate in the litigation.

6. *Suits on Claims Against Cost-Plus-a-Fixed-Fee Contractors To Be Handled by the Department of Justice:* The Department of Justice will have its United States Attorneys appear for cost-plus-a-fixed-fee contractors in all suits on claims filed against them, and will seek extensions of time sufficient to permit the foregoing procedures to operate. Subject to the Attorney General's usual discretion to avoid untenable positions in court, the conduct of such litigation will be in conformity with the administrative determinations made pursuant to such procedures.

7. *Duration:* The procedures provided in this agreement are recognized as experimental in nature, and any signatory hereto shall be free to withdraw from this agreement. In the absence of such withdrawal, the procedures shall endure until the purposes set forth in Paragraph 1 are accomplished.

(2) The Under Secretary of War by memorandum dated 15 December 1943, to the Commanding Generals of the Army Air Forces and the Army Service Forces, with reference to the above agreement, directed that:

To carry out the purposes of the agreement the procedure set forth below will be followed:

(i) The Judge Advocate General will be notified, as provided in AR 410–5 and other applicable regulations, promptly upon receipt of notice that suit based upon the Fair Labor Standards Act has been filed against a War Department cost-plus-a-fixed-fee contractor. He will request the Attorney General to direct the United States District Attorney to appear in the suit on behalf of the contractor and to obtain the extension of time contemplated by Paragraph 5 of the agreement.

(ii) The Judge Advocate General will determine the position of the War Department in respect of such suits, to the same extent as in other cases referred to him under AR 410–5, and will further determine which cases should be appealed by the War Department to the Wage and Hour Administrator or the Attorney General, pursuant to the provisions of the attached agreement. He will also represent the War Department in all such appeals.

(3) In conformity with the above agreement and directive, upon notification of the institution of a suit based upon the Fair Labor Standards Act against a cost-plus-a-fixed-fee contractor as provided in paragraph (b) of this section, the Judge Advocate General will request the Attorney General to direct the United States District Attorney to appear in the suit on behalf of the contractor and to obtain the extension of time contemplated by paragraph 5 of the agreement. The technical service promptly will make or cause to be made such investigation as may be necessary to ascertain the precise nature of the work performed by the complaining employee during the period for which he seeks additional compensation, and promptly will report such information and such other information as the Judge Advocate General may request to the Judge Advocate General with the technical service's recommendation as to the position to be taken by the War Department in respect of the suit. Such investigation as to the nature of the employee's employment during the period may be made in collaboration with an investigator of the Wage and Hour Division of the Department of Labor in any case in which the technical service deems this appropriate.

(4) The Judge Advocate General will determine which claims in litigation shall be referred to the Department of Labor for the further investigation and for determination as permitted by paragraphs 3 and 4 of the agreement and which claims shall be referred by the War Department to the Department of Justice as permitted by paragraph 5 of the agreement, and will represent the War Department in connection therewith.

(5) In those cases in which the Department of Justice determines the legal position to be taken by the Government and decides that the claim should be litigated, it will conduct the litigation in accordance with the course of action determined upon as provided in the agreement. Should the Department of Justice refuse to determine the legal position to be taken by the Government and should the Judge Advocate General decide that the claim should be litigated, he will so advise the technical service in order that private counsel may be engaged to represent the contractor. Attention is called to 22 Comp. Gen. 993 to the effect that cost-plus-a-fixed-fee contractors in proper cases may be reimbursed the reasonable and necessary costs, including attorneys' fees, incurred in the defense of such suits. (See also the Comptroller General's opinion to the Secretary of War of 15 December 1943 (B–38642) affirming such position).

(6) The Judge Advocate General will advise the technical services as to claims which it has been determined should be compromised rather than litigated. Attention is called to the Comptroller General's opinion to the Secretary of War of 15 December 1943 (B–38642) to the effect that the War Department properly may, upon proper administrative determination as therein indicated that the settlement in each instance was fully warranted as being in the best interest of the Government, reimburse contractors for payments to employees in settlement of claims for overtime asserted in section 7 of the Fair Labor Standards Act, in amounts less than the total amounts which would be required to be paid in the event adverse judgments were obtained, even if the consummation of the settlement necessitated adjustment of disputed questions as to the amounts of overtime involved as well as questions pertaining to the application of the act.

§ 811.1121 *Reports of criminal conduct in connection with War Department contracts.* (a) There has been set up in the Criminal Division of the Department of Justice a special unit whose duty it is to take appropriate action as expeditiously as possible in all cases in which criminal conduct is shown to exist in connection with contracts entered into by the Government with business concerns in connection with the war program.

(b) The Under Secretary of War desires that a report be made to his office of any instances of criminal conduct in connection with War Department contracts. A report of such an instance should contain a full statement of the facts indicating criminal conduct. Such reports to the Under Secretary of War should be transmitted through channels to the Director, Purchases Division, Headquarters, Army Service Forces, for submission to the Office of the Under Secretary.

§ 811.1122 *Joint action with Navy with respect to contingent fees.* (a) The Director, Purchases Division, Headquarters, Army Service Forces, has been designated to coordinate with the appropriate representatives of the Navy on problems involving the subject of contingent fees and excessive compensation of sales representatives for obtaining Government prime contracts and subcontracts thereunder.

(b) The Director, Renegotiation Division, Headquarters, Army Service Forces, will be in charge of relations with the Navy in the matter of renegotiation of brokers and commission and selling agents under section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942 as amended. Such brokers and agents, so far as subject to statutory renegotiation (See Public Law 149, 78th Congress) are assigned for that purpose to the Service and Sales Renegotiation Section, Procurement Legal Division, Office of the Under Secretary of the Navy with the exception of those engaged in the sale of textiles and foodstuffs which are assigned to the Price Adjustment Section of the Quartermaster General (See Joint Renegotiation Manual, pars. 133, 202.2, 203.4, 336). Information coming to the attention of War Department personnel indicating that commissions or other compensation may have been paid to a broker or selling agent subject to statutory renegotiation will be reported to the Assignment and Statistics Branch, Renegotiation Division, Headquarters, Army Service Forces.

(c) The chief of each technical service shall designate an officer primarily charged with the duty of coordinating the activities of such service with those of the other technical services, in matters relating to contingent fees and excessive sales expenses of contractors. The name of the officer so designated shall be furnished to the Director, Purchases Division, Headquarters, Army Service Forces, by memorandum, giving the full name, title, position, mailing address, and telephone extension number of such representative.

SUBPART D—PRICE REGULATIONS

§ 811.1130 *General*—(a) *Scope of this section.* This section deals with problems arising from or associated with the application of the maximum price regulations issued by the Office of Price Administration to purchases made by the War Department. The basic authority for OPA actions is to be found in the Emergency Price Control Act of 1942 (Public 421, 77th Congress), as amended by Act of October 2, 1942 (Public 729, 77th Congress), and in Executive Order 9250, promulgated October 3, 1942. The following discussion of maximum price regulations and various orders issued by OPA is introductory and is not intended to be complete. Complete details and the text of OPA regulations may be procured from the FEDERAL REGISTER, or may be had from any OPA office. Should these sources fail, inquiries should be sent through the chief of the technical service concerned to the Price Regulation Branch, Purchases Division, Headquarters, Army Service Forces, Washington, D. C.

(b) *Function of Price Regulation Branch.* (1) Because of penalties imposed by the Emergency Price Control Act upon manufacturers who violate price ceilings, manufacturers must proceed with caution in the acceptance of contracts. To accelerate the placing of contracts, it is important that procurement personnel be familiar with the problems involved and able on occasion to be of assistance or guidance to contractors. It is an important function of the Price Regulation Branch to expedite the solution of specific problems.

(2) Whenever contact or negotiation is necessary between one of the services and the Office of Price Administration on any price regulation or rationing problem which involves a general policy or might affect more than one of the services, the negotiations will be conducted through the Chief, Price Regulation Branch, Purchases Division.

§ 811.1131 *Applicable OPA regulations*—(a) *Specific commodity price regulations.* Beginning in February 1941, the OPA began promulgating "maximum price schedules". 105 such schedules were issued prior to February 11, 1942, when the Administrator took office under the Emergency Price Control Act of 1942. Up to that time, there was no directly applicable statute authorizing price control. However, the Emergency Price Control Act of 1942 expressly validated previous schedules and gave the Administrator express power to issue "maximum price regulations". Up to the end of December 1942, some 289 specific commodity price regulations (or schedules) had been issued. Certain "price schedules" have been re-promulgated as "price regulations;" but whether or not re-promulgated, a "price schedule" is equally effective as a "price regulation" in imposing a maximum price. See § 811.1135 for a list of maximum price regulations and schedules of possible interest to procurement officers.

(b) *The General Maximum Price Regulation.* On April 28, 1942, the OPA Administrator issued the General Maximum Price Regulation, commonly known and hereafter referred to as the GMPR, placing a price ceiling on practically all commodities and services sold or rendered by manufacturers, wholesalers and retailers, if not covered by specific price regulations. (See § 811.1132 for exemptions.) Except for certain procedural requirements, this regulation, however, does not apply to transactions covered by any other price regulation, either past or future. The OPA is continuing to issue new specific price regulations. With respect to sales or deliveries to or contracts with the War Department or the Navy Department, the effective date of the GMPR is July 1, 1942. In general, ceiling prices on items covered by this regulation are based on the highest

prices charged in March 1942. Reference should be made to the regulation itself for an exact statement of such provisions and of the methods for determining maximum prices for articles to which the formula for determining maximum price in accordance with the highest price charged in March 1942 cannot apply. Commodities and services that are included under specific price regulations, past or future, remain or become subject to the specific price ceilings, even though they may be exempt from the GMPR under a supplementary regulation, unless specifically exempted by the terms of the specific price regulation itself. (See § 811.1132 (d).)

(c) *War Department—OPA Agreement, September, 1942.* From the foregoing, it will be noted that items now entirely exempt from regulation may by some future date be brought under regulation by a new specific price regulation. However, by recent agreement between the OPA and the War Department, military items exempt in September, 1942, will remain exempt, whether exempted from the GMPR by Supplemental Regulation No. 4 (§ 811.1132 (a)) or from a specific regulation by its terms. Under this agreement, the OPA has reserved the right to resume control over exempt items if it develops that the War Department is unable to control prices effectively through its own procurement policies.

(d) *The Service Regulation; MPR 165.* As above noted (paragraph (b)) all services (along with commodities) were brought under control of OPA by the GMPR. Effective August 19, 1942, Maximum Price Regulation 165 brought under specific control a long list of services, leaving those not specifically listed still covered by the GMPR, subject to exemptions (see paragraph § 811.1132 (e)).

§ 811.1132 *Exemptions*—(a) *Exemptions under Revised Supplementary Regulation No. 1 of the GMPR.* (1) Revised Supplementary Regulation No. 1, effective April 22, 1943, regroups in a single regulation commodity transactions formerly exempted from the GMPR by Supplementary Regulation No. 1 and Revised Supplementary Regulation No. 4, which regulations are now revoked. Reference in any Price Regulation or other document issued by the OPA to any provision in Supplementary Regulations Nos. 1 and 4 shall be deemed to refer to its counterpart in the new Revised Supplementary Regulation No. 1.

(2) The new regulation is confined to exceptions from the GMPR. Commodities and transactions listed as excepted from the GMPR may be subject to other applicable regulations unless specifically excepted in others.

(3) Revised Supplementary Regulation No. 1 provides that the GMPR shall not apply to sales or deliveries of the following commodities or in the following transactions:

(i) Aviation gasoline and components, synthetic rubber and components, toluene manufactured from petroleum, and agricultural components used in the manufacture of furfural, under the conditions and to the extent stated in the regulation.

(ii) Sales and deliveries, when made to the United States or any agency thereof, or to the Government of any country whose defense the President deems vital to the defense of the United States, under the terms of the Act of March 11, 1941, entitled "An Act to Promote the Defense of the United States" or any agency of any such Government, of the following commodities, and also in certain cases of related transactions when made to others as specifically provided in the Regulation:

(*a*) Aircraft, ammunition, armored trains, artillery, balloon barrage equipment, bombs, bomb sights, caissons, fire control equipment, gas masks, grenades, gun sights, military bridges, mines, mortars, projectiles, pyrotechnics, small arms, ships and boats and torpedoes.

(*b*) Amphibians, armored vehicles, automobiles, tanks, trailers and trucks, when sold for military purposes.

(*c*) Component parts and subassemblies of any product excepted under paragraphs (*a*) and (*b*) above, regardless of the person to whom sold or delivered, including all metallic and nonmetallic component parts, adjuncts and accessories which have been machined or fabricated but not including raw or unfinished materials or any other materials which are in such form as to permit their use in the manufacture of products other than those excepted under paragraphs (*a*) and (*b*) above.

(*d*) Military propellants and explosives.

(*e*) The following Army field and emergency rations and commodities: Completed rations: C; D; K; Five-in-One; Mountain; Bail Out; Combat; Jungle; Life Raft; Corned Beef Hash; (5½ lb. can); Meat and Vegetable Hash (6 lb. 12 oz. can); Chili Con Carne (6 lb. 8 oz. can).

(iii) Dried apples, dried apricots, raisins, dried peaches, dried pears, or dehydrated vegetables sold to the armed forces of the United States.

(iv) Developmental contracts or subcontracts, and emergency purchases (see paragraph (f).

(v) Sales and deliveries of waste materials, including but not limited to metal, paper, cloth and rubber scrap, sold to a purchaser other than an industrial consumer, but not including scrap burlap or scrap bagging or bale coverings composed of jute, hemp, istle, sisal or similar fibers, nor cotton mill waste, nor fat bearing and oil bearing animal waste materials. This exception frees the War Department from price restrictions in the sale of most miscellaneous materials. However, the more important scrap materials, such as ferrous and non-ferrous metals, paper, rubber and rags, are covered by specific price schedules or maximum price regulations.

(4) The foregoing is not an exact or complete quotation. In specific cases reference should be made to the text of Revised Supplementary Regulation No. 1 which also contains other exceptions.

(b) *Exemption of sales pursuant to secret contracts or subcontracts.* (1) By Supplementary Order 42, effective April 22, 1943, sales and deliveries of any commodity or service made under a contract or subcontract certified as secret to the Office of Price Administration (see § 811.1133 (b)) are exempted from price regulation.

(2) The exemption applies only for such period as is necessary for the preservation of secrecy. The purchasing agency certifying the contract as secret must notify the Office of Price Administration in the manner provided in § 811.1133 (b) whenever such contract or subcontract ceases to be secret, and thereafter the exception will no longer apply.

(c) *Exemption of sales by Army stores.* By Supplementary Order 27 effective November 14, 1942, all sales and deliveries of any commodity by the War Department through the Department's sales stores, including commissaries, Army canteens, and post exchanges, were exempted from all price regulation. The OPA retained the right, however, to bring such sales under control by specific provisions inserted in a regulation issued at a later date.

(d) *Exemptions contained in specific price regulations.* Certain of the specific maximum price regulations contain exemptions of the commodities covered by them of interest to procurement officers. These exemptions may be in whole or in part, and are effected by various methods, among which may be enumerated:

(1) By the incorporation by general reference of all supplementary regulations to the GMPR, including Revised Supplementary Regulation No. 1;

(2) By exempting sales to the United States and all agencies thereof;

(3) By incorporating by reference certain of the clauses of Revised Supplementary Regulation No. 1;

(4) By clauses specifically excluding developmental contracts or emergency purchases or both from the coverage of the specific price regulation. (See paragraph (f))

(e) *Exemptions of services.* (1) By Supplementary Regulation No. 11 effective August 19, 1942, a large number of special services were exempted from the provisions of the GMPR. By an amendment effective December 3, 1942, the provisions of MPR 165 were specifically made nonapplicable to the services exempted by Supplementary Regulation No. 11, as well as to those services exempted by Supplementary Regulation No. 1 (see paragraph (a)).

(2) Of special interest are the following exempted services:

(i) Any service rendered in connection with the lubrication, painting, rental, storage, washing, operation, repair, conversion, modification, maintenance or other servicing of airplanes or of engines, parts, accessories, instruments and other equipment used in connection with airplanes.

(ii) Any manufacturing service performed by a person (other than the manufacturer) in the production of any war material and component parts and subassemblies thereof, exempted from price regulation by Revised Supplementary Regulation No. 1 (see paragraph (a)).

(iii) Any service supplied pursuant to a development contract or subcontract.

(iv) Any machinery service, as defined in Maximum Price Regulation No. 136.

(3) The above is not an exact or complete quotation. In specific cases reference should be made to the text of Revised Supplementary Regulation No. 11 which also contains other exceptions.

(f) *Exemption of developmental and secret contracts and emergency purchases.* (1) By Revised Supplementary Regulation No. 1, developmental contracts and subcontracts entered into, and emergency purchases made by, the United States or any of its agencies are exempt from the GMPR. In addition, certain of the specific Maximum Price Regulations exempt such contracts and purchases, either specifically or by incorporating by general or specific reference the exemptions of such contracts and purchases contained in Supplementary Regulation No. 1. Reference must be made in each case to the applicable MPR to ascertain whether or not these contracts and purchases are excluded therefrom. In the case of both developmental contracts, the exemption applies only during such period as is necessary for development. A contract or subcontract is deemed to be "developmental" if the manufacturer or supplier requires a period of time for the accumulation of sufficient production experience to permit him to make a fair estimate of his manufacturing costs, or if the purchaser under such contract or subcontract requires a period of time to select a product, or both. To satisfy the definition of "emergency" for purposes of the exemption:

(i) the subject matter of the purchase must be needed at once, and

(ii) At least a portion of the purchase must be capable of immediate delivery either from stock or after a short period of production. In any case, the emergency exemption is applicable only to the quantity immediately deliverable. The exemption will not apply to contracts or agreements for future delivery.

2. By the terms of the Service Regulation (MPR 169) sales of services pursuant to developmental contracts and subcontracts entered into, and emergency purchases made by, any war procurement agency were exempted from the application of this Regulation and also of General. In general, the same qualifications apply to developmental

that the manufacturer of the commodity or supplier of the service file a report with the OPA, Washington, D. C. within ten days after entering into any such contract or subcontract. The form of certification to be used by the purchasing agency is not standardized, but all that need be stated is: "In accordance with the provisions of Maximum Price Regulation No. ------, Section ------, (or General Maximum) the following contract is hereby certified as 'developmental', Contract No. ------, Date of Contract ----------, Name and Address of the supplier ----------, Commodity covered ----------." This certification should be sent in duplicate to the Office of Price Administration, Washington, D. C., Attention War Goods Price Coordinator.

(b) *Procedure under secret contracts.* To obtain exemption of the sale or delivery of any commodity manufactured or service supplied pursuant to a secret contract or subcontract it is necessary that it be certified as such to the OPA by the purchasing agency. Such certification need only set forth the date of the secret contract and its number or other designation, not including the commodity covered or the name or address of the supplier. This certification should be sent to the Chief, Office Services Branch, Security Officer, Office of Price Administration, Federal Office Building No. 1, Washington (25), D. C.

(c) *Procedure under emergency purchases.* To obtain exemption of the emergency purchase for any commodity for immediate delivery or of services for immediate performance, it is necessary that the purchasing officer, whenever such a purchase is made above maximum prices, file a report with OPA in Washington within five days (ten days in the case of services) after the purchase is made. This report must certify that it was imperative to secure the commodity or service immediately and that it was impossible to secure or unfair to require immediate delivery or performance at the applicable maximum price. The report should set forth (1) the name and address of the seller (2) the date of purchase (3) the date of delivery or performance (4) the description of the commodity purchased or service performed (5) the quantity purchased or performed

has entered into or proposes to enter into a Government contract, or subcontract under a Government contract, and who believes that an established maximum price impedes or threatens to impede production, of a commodity or supply of a service which is essential to the war program, may apply for adjustment of that maximum price. Any Government agency may appear as an interested party under any such application. Upon the filing of an application and pending the issuance of an order by the OPA granting or denying the application, contracts or subcontracts may be entered into, and deliveries made at the price requested in the application, subject to later refunds and price reduction if the application is denied. Applications involving contracts exceeding $5,000,000 in value must be filed with the OPA in Washington, D. C. Other applications (with a few exceptions) may be filed either with the appropriate regional office of the OPA or with the OPA in Washington, D. C.

(2) By an amendment effective April 12, 1943, special adjustment procedure is provided in MPR 136 (Machines and Parts and Machinery Services), to which reference is made for complete details. This procedure is available to any person who has entered into a "war contract", defined as a contract for the sale of a machine or part purchased for the ultimate use of the armed forces of the United States or for lend-lease purposes, or for use in the production or manufacture of any such commodity. A new ground for adjustment, provided by the amendment, is an agreement by the manufacturer to make a reduction in the selling price of other products or services which will equal or exceed the total dollar amount of the upward adjustment granted. Manufacturers whose total dollar sales for the calendar or fiscal year ending in 1942 exceeded $500,000 must file application with the Office of Price Administration at Washington, D. C. Other applications may be filed with the nearest regional office of the Office of Price Administration.

§ 811.1134 *Compliance—(a) Responsibility of contracting officers.* [illegible] to verify such prices against maxima established by the Office of Price Administration,

(2) Where a contracting officer is definitely informed that the price or proposed price of a commodity or service is in excess of the OPA maximum, he should proceed as follows:

(i) Try to negotiate a reduction in the price to conform to the OPA standard;

(ii) If such a reduction proves impossible, endeavor to have the contractor file an application for an adjustment of the established maximum price with OPA under Procedural Regulation 6 (see § 811.1133 (d));

(iii) If necessary, and if immediate deliveries can be made, make emergency purchases for immediate delivery in excess of the OPA maxima, complying with the requirements set forth in § 811.1133 (c);

(d) If recourse to the foregoing methods proves unsuccessful and the contracting officer believes an impairment of production of essential war material is threatened, report should be made at once to the chief of the technical service concerned and the services of the Price Regulation Branch enlisted to remove the impediment.

(e) As a last resort, the statutes provide for the requisition of needed articles already in existence, and for mandatory orders to compel the supply of essential military items. For the conditions and procedures governing the use of these methods, see § 802.246 (a) and Part 814.

(b) *Acceptance of contractor's certification.* The action of certifying and disbursing officers in connection with such price limitations is governed by Fiscal Directive SPBFA–11A, June 19, 1942, providing as follows:

1. The certification now required on Standard Form No. 1034–revised, as used in connection with payments made to vendors or contractors for purchases or services rendered other than personal will be continued in use and in a proper and sufficient warranty of compliance by the vendor or contractor with the price ceilings established in accordance with the provisions of the Emergency Price Control Act of 1942 Public Law 421, approved January 30, 1942.

2. In the absence of actual knowledge of violation of price limitations certifying officers may rely upon the certificate of the [illegible] as to the correctness of [illegible] to verify such prices against maxima established by the Office of Price Administration,

and contractors that the prices billed are within any applicable price ceilings established by the OPA. Accordingly, no additional certificate or statement by the vendors and contractors with respect to maximum prices should be required. Also, no special certificate accompanying quotations, or warranty in the contract with respect to compliance with price regulations will be required.

(c) *Exemption from liability of contracting and finance officers.* Supplementary Order No. 7, entitled "Removal of Liability of War Procurement Agencies and Governments whose Defense is Vital to the Defense of the United States," effective July 11, 1942, provides that prohibitions contained in maximum price regulations against buying or receiving a commodity or service at a price higher than the permitted maximum shall not apply to (1) any War Procurement Agency of the United States or any contracting or paying finance officer thereof or (2) the Government of any country whose defense is deemed by the President to be vital to the defense of the United States under the terms of the act of March 11, 1941. It provides further that any such War Procurement Agencies or contracting or paying finance officers of any such government or agency, shall be relieved of any criminal or civil liability imposed by a maximum price regulation or by the Emergency Price Control Act of 1942. The OPA statement of considerations involved in the issuance of Supplementary Order No. 7 states such purchases are typically not purchases "in the course of trade or business" within the meaning of the act.

(d) *Non-exemption of contractors holding War Department contracts.* The OPA has advised, however, that this exemption is applicable only to Government contracting officers in connection with Government purchases and does not extend to purchases made by contractors even when operating under cost-plus-a-fixed-fee contracts and even though purchases made by them are reimbursable by the Government. Cost-plus-a-fixed-fee contractors, as well as all other prime contractors, are buyers "in the course of trade or business" within the meaning of section 4 (a) of the Emergency Price Control Act of 1942, and are, therefore, subject to the prohibitions of

of ceiling prices on any item purchased by the War Department, or other revision in ceiling prices affecting products purchased by the War Department, the chief of the technical service involved will notify all contracting officers concerned and the service's Price Analysis Section.

(b) *General index of articles purchased and applicable OPA regulations.*[1]

(c) *Maximum price regulations and price schedules by number and title.*[1]

SUBPART E—CONTROLLED MATERIALS PLAN

§ 811.1140 *Revision of existing supply contracts to conform to production schedules authorized under Controlled Materials Plan—(a) Effect of reduced allotments of materials.* Under the Controlled Materials Plan (CMP) some Army suppliers from time to time will receive allotments of controlled materials which are less than the materials necessary to meet the production schedules in effect under existing contracts. Normally, the production schedule authorized on Form CMP–10 will reflect these reduced quantities. In cases where the end item schedule has not been reduced in line with the reduced allotments, a letter is sent to the contractor explaining the factors (for example, changed specifications, reduced requirements of spare parts, and prior allocations) which will enable him to meet the required production schedule with the materials allotted to him.

(b) *Coordination with CMP officers.* Schedules of production authorized on Form CMP–10 are controlling and must be put into effect by appropriate contract adjustments. CMP officers have been instructed to inform contracting officers of revised schedules, and whenever practicable to consult with them concerning the distribution of any reduced allotment among the various contractors concerned. Close coordination between contracting officers and CMP officers is required in order that changes in or amendments of outstanding contracts may be promptly effected where made necessary by revisions in schedules.

(c) *Production of goods for.* Under the usual "Delays-Damages" article (see § 803.350) in most War Department contracts, the delay of a contractor is treated as excusable if it is without fault or negligence on the part of the contractor

(4) The Judge Advocate General will determine which claims in litigation shall be referred to the Department of Labor for the further investigation and for determination as permitted by paragraphs 3 and 4 of the agreement and which claims shall be referred by the War Department to the Department of Justice as permitted by paragraph 5 of the agreement, and will represent the War Department in connection therewith.

(5) In those cases in which the Department of Justice determines the legal position to be taken by the Government and decides that the claim should be litigated, it will conduct the litigation in accordance with the course of action determined upon as provided in the agreement. Should the Department of Justice refuse to determine the legal position to be taken by the Government and should the Judge Advocate General decide that the claim should be litigated, he will so advise the technical service in order that private counsel may be engaged to represent the contractor. Attention is called to 22 Comp. Gen. 993 to the effect that cost-plus-a-fixed-fee contractors in proper cases may be reimbursed the reasonable and necessary costs, including attorneys' fees, incurred in the defense of such suits. (See also the Comptroller General's opinion to the Secretary of War of 15 December 1943 (B–38642) affirming such position).

(6) The Judge Advocate General will advise the technical services as to claims which it has been determined should be compromised rather than litigated. Attention is called to the Comptroller General's opinion to the Secretary of War of 15 December 1943 (B–38642) to the effect that the War Department properly may, upon proper administrative determination as therein indicated that the settlement in each instance was fully warranted as being in the best interest of the Government, reimburse contractors for payments to employees in settlement of claims for overtime asserted in section 7 of the Fair Labor Standards Act, in amounts less than the total amounts which would be required to be paid in the event adverse judgments were obtained, even if the consummation of the settlement necessitated adjustment of disputed questions as to the amounts of overtime involved as well as questions pertaining to the application of the act.

§ 811.1121 *Reports of criminal conduct in connection with War Department contracts.* (a) There has been set up in the Criminal Division of the Department of Justice a special unit whose duty it is to take appropriate action as expeditiously as possible in all cases in which criminal conduct is shown to exist in connection with contracts entered into by the Government with business concerns in connection with the war program.

(b) The Under Secretary of War desires that a report be made to his office of any instances of criminal conduct in connection with War Department contracts. A report of such an instance should contain a full statement of the facts indicating criminal conduct. Such reports to the Under Secretary of War should be transmitted through channels to the Director, Purchases Division, Headquarters, Army Service Forces, for submission to the Office of the Under Secretary.

§ 811.1122 *Joint action with Navy with respect to contingent fees.* (a) The Director, Purchases Division, Headquarters, Army Service Forces, has been designated to coordinate with the appropriate representatives of the Navy on problems involving the subject of contingent fees and excessive compensation of sales representatives for obtaining Government prime contracts and subcontracts thereunder.

(b) The Director, Renegotiation Division, Headquarters, Army Service Forces, will be in charge of relations with the Navy in the matter of renegotiation of brokers and commission and selling agents under section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942 as amended. Such brokers and agents, so far as subject to statutory renegotiation (See Public Law 149, 78th Congress) are assigned for that purpose to the Service and Sales Renegotiation Section, Procurement Legal Division, Office of the Under Secretary of the Navy with the exception of those engaged in the sale of textiles and foodstuffs which are assigned to the Price Adjustment Section of the Quartermaster General (See Joint Renegotiation Manual, pars. 133, 202.2, 203.4, 336). Information coming to the attention of War Department personnel indicating that commissions or other compensation may have been paid to a broker or selling agent subject to statutory renegotiation will be reported to the Assignment and Statistics Branch, Renegotiation Division, Headquarters, Army Service Forces.

(c) The chief of each technical service shall designate an officer primarily charged with the duty of coordinating the activities of such service with those of the other technical services, in matters relating to contingent fees and excessive sales expenses of contractors. The name of the officer so designated shall be furnished to the Director, Purchases Division, Headquarters, Army Service Forces, by memorandum, giving the full name, title, position, mailing address, and telephone extension number of such representative.

SUBPART D—PRICE REGULATIONS

§ 811.1130 *General*—(a) *Scope of this section.* This section deals with problems arising from or associated with the application of the maximum price regulations issued by the Office of Price Administration to purchases made by the War Department. The basic authority for OPA actions is to be found in the Emergency Price Control Act of 1942 (Public 421, 77th Congress), as amended by Act of October 2, 1942 (Public 729, 77th Congress), and in Executive Order 9250, promulgated October 3, 1942. The following discussion of maximum price regulations and various orders issued by OPA is introductory and is not intended to be complete. Complete details and the text of OPA regulations may be procured from the FEDERAL REGISTER, or may be had from any OPA office. Should these sources fail, inquiries should be sent through the chief of the technical service concerned to the Price Regulation Branch, Purchases Division, Headquarters, Army Service Forces, Washington, D. C.

(b) *Function of Price Regulation Branch.* (1) Because of penalties imposed by the Emergency Price Control Act upon manufacturers who violate price ceilings, manufacturers must proceed with caution in the acceptance of contracts. To accelerate the placing of contracts, it is important that procurement personnel be familiar with the problems involved and able on occasion to be of assistance or guidance to contractors. It is an important function of the Price Regulation Branch to expedite the solution of specific problems.

(2) Whenever contact or negotiation is necessary between one of the services and the Office of Price Administration on any price regulation or rationing problem which involves a general policy or might affect more than one of the services, the negotiations will be conducted through the Chief, Price Regulation Branch, Purchases Division.

§ 811.1131 *Applicable OPA regulations*—(a) *Specific commodity price regulations.* Beginning in February 1941, the OPA began promulgating "maximum price schedules". 105 such schedules were issued prior to February 11, 1942, when the Administrator took office under the Emergency Price Control Act of 1942. Up to that time, there was no directly applicable statute authorizing price control. However, the Emergency Price Control Act of 1942 expressly validated previous schedules and gave the Administrator express power to issue "maximum price regulations". Up to the end of December 1942, some 289 specific commodity price regulations (or schedules) had been issued. Certain "price schedules" have been re-promulgated as "price regulations;" but whether or not re-promulgated, a "price schedule" is equally effective as a "price regulation" in imposing a maximum price. See § 811.1135 for a list of maximum price regulations and schedules of possible interest to procurement officers.

(b) *The General Maximum Price Regulation.* On April 28, 1942, the OPA Administrator issued the General Maximum Price Regulation, commonly known and hereafter referred to as the GMPR, placing a price ceiling on practically all commodities and services sold or rendered by manufacturers, wholesalers and retailers, if not covered by specific price regulations. (See § 811.1132 for exemptions.) Except for certain procedural requirements, this regulation, however, does not apply to transactions covered by any other price regulation, either past or future. The OPA is continuing to issue new specific price regulations. With respect to sales or deliveries to or contracts with the War Department or the Navy Department, the effective date of the GMPR is July 1, 1942. In general, ceiling prices on items covered by this regulation are based on the highest

prices charged in March 1942. Reference should be made to the regulation itself for an exact statement of such provisions and of the methods for determining maximum prices for articles to which the formula for determining maximum price in accordance with the highest price charged in March 1942 cannot apply. Commodities and services that are included under specific price regulations, past or future, remain or become subject to the specific price ceilings, even though they may be exempt from the GMPR under a supplementary regulation, unless specifically exempted by the terms of the specific price regulation itself. (See § 811.1132 (d).)

(c) *War Department—OPA Agreement, September, 1942.* From the foregoing, it will be noted that items now entirely exempt from regulation may by some future date be brought under regulation by a new specific price regulation. However, by recent agreement between the OPA and the War Department, military items exempt in September, 1942, will remain exempt, whether exempted from the GMPR by Supplemental Regulation No. 4 (§ 811.1132 (a)) or from a specific regulation by its terms. Under this agreement, the OPA has reserved the right to resume control over exempt items if it develops that the War Department is unable to control prices effectively through its own procurement policies.

(d) *The Service Regulation; MPR 165.* As above noted (paragraph (b)) all services (along with commodities) were brought under control of OPA by the GMPR. Effective August 19, 1942, Maximum Price Regulation 165 brought under specific control a long list of services, leaving those not specifically listed still covered by the GMPR, subject to exemptions (see paragraph § 811.1132 (e)).

§ 811.1132 *Exemptions*—(a) *Exemptions under Revised Supplementary Regulation No. 1 of the GMPR.* (1) Revised Supplementary Regulation No. 1, effective April 22, 1943, regroups in a single regulation commodity transactions formerly exempted from the GMPR by Supplementary Regulation No. 1 and Revised Supplementary Regulation No. 4, which regulations are now revoked. Reference in any Price Regulation or other document issued by the OPA to any provision in Supplementary Regulations Nos. 1 and 4 shall be deemed to refer to its counterpart in the new Revised Supplementary Regulation No. 1.

(2) The new regulation is confined to exceptions from the GMPR. Commodities and transactions listed as excepted from the GMPR may be subject to other applicable regulations unless specifically excepted in others.

(3) Revised Supplementary Regulation No. 1 provides that the GMPR shall not apply to sales or deliveries of the following commodities or in the following transactions:

(i) Aviation gasoline and components, synthetic rubber and components, toluene manufactured from petroleum, and agricultural components used in the manufacture of furfural, under the conditions and to the extent stated in the regulation.

(ii) Sales and deliveries, when made to the United States or any agency thereof, or to the Government of any country whose defense the President deems vital to the defense of the United States, under the terms of the Act of March 11, 1941, entitled "An Act to Promote the Defense of the United States" or any agency of any such Government, of the following commodities, and also in certain cases of related transactions when made to others as specifically provided in the Regulation:

(*a*) Aircraft, ammunition, armored trains, artillery, balloon barrage equipment, bombs, bomb sights, caissons, fire control equipment, gas masks, grenades, gun sights, military bridges, mines, mortars, projectiles, pyrotechnics, small arms, ships and boats and torpedoes.

(*b*) Amphibians, armored vehicles, automobiles, tanks, trailers and trucks, when sold for military purposes.

(*c*) Component parts and subassemblies of any product excepted under paragraphs (*a*) and (*b*) above, regardless of the person to whom sold or delivered, including all metallic and nonmetallic component parts, adjuncts and accessories which have been machined or fabricated but not including raw or unfinished materials or any other materials which are in such form as to permit their use in the manufacture of products other than those excepted under paragraphs (*a*) and (*b*) above.

(*d*) Military propellants and explosives.

(*e*) The following Army field and emergency rations and commodities: Completed rations: C; D; K; Five-in-One; Mountain; Bail Out; Combat; Jungle; Life Raft; Corned Beef Hash; (5½ lb. can); Meat and Vegetable Hash (6 lb. 12 oz. can); Chili Con Carne (6 lb. 8 oz. can).

(iii) Dried apples, dried apricots, raisins, dried peaches, dried pears, or dehydrated vegetables sold to the armed forces of the United States.

(iv) Developmental contracts or subcontracts, and emergency purchases (see paragraph (*f*).

(v) Sales and deliveries of waste materials, including but not limited to metal, paper, cloth and rubber scrap, sold to a purchaser other than an industrial consumer, but not including scrap burlap or scrap bagging or bale coverings composed of jute, hemp, istle, sisal or similar fibers, nor cotton mill waste, nor fat bearing and oil bearing animal waste materials. This exception frees the War Department from price restrictions in the sale of most miscellaneous materials. However, the more important scrap materials, such as ferrous and non-ferrous metals, paper, rubber and rags, are covered by specific price schedules or maximum price regulations.

(4) The foregoing is not an exact or complete quotation. In specific cases reference should be made to the text of Revised Supplementary Regulation No. 1 which also contains other exceptions.

(b) *Exemption of sales pursuant to secret contracts or subcontracts.* (1) By Supplementary Order 42, effective April 22, 1943, sales and deliveries of any commodity or service made under a contract or subcontract certified as secret to the Office of Price Administration (see § 811.1133 (b)) are exempted from price regulation.

(2) The exemption applies only for such period as is necessary for the preservation of secrecy. The purchasing agency certifying the contract as secret must notify the Office of Price Administration in the manner provided in § 811.1133 (b) whenever such contract or subcontract ceases to be secret, and thereafter the exception will no longer apply.

(c) *Exemption of sales by Army stores.* By Supplementary Order 27 effective November 14, 1942, all sales and deliveries of any commodity by the War Department through the Department's sales stores, including commissaries, Army canteens, and post exchanges, were exempted from all price regulation. The OPA retained the right, however, to bring such sales under control by specific provisions inserted in a regulation issued at a later date.

(d) *Exemptions contained in specific price regulations.* Certain of the specific maximum price regulations contain exemptions of the commodities covered by them of interest to procurement officers. These exemptions may be in whole or in part, and are effected by various methods, among which may be enumerated:

(1) By the incorporation by general reference of all supplementary regulations to the GMPR, including Revised Supplementary Regulation No. 1;

(2) By exempting sales to the United States and all agencies thereof;

(3) By incorporating by reference certain of the clauses of Revised Supplementary Regulation No. 1;

(4) By clauses specifically excluding developmental contracts or emergency purchases or both from the coverage of the specific price regulation. (See paragraph (*f*))

(e) *Exemptions of services.* (1) By Supplementary Regulation No. 11 effective August 19, 1942, a large number of special services were exempted from the provisions of the GMPR. By an amendment effective December 3, 1942, the provisions of MPR 165 were specifically made nonapplicable to the services exempted by Supplementary Regulation No. 11, as well as to those services exempted by Supplementary Regulation No. 1 (see paragraph (a)).

(2) Of special interest are the following exempted services:

(i) Any service rendered in connection with the lubrication, painting, rental, storage, washing, operation, repair, conversion, modification, maintenance or other servicing of airplanes or of engines, parts, accessories, instruments and other equipment used in connection with airplanes.

(ii) Any manufacturing service performed by a person (other than the manufacturer) in the production of any war material and component parts and subassemblies thereof, exempted from price regulation by Revised Supplementary Regulation No. 1 (see paragraph (a)).

(iii) Any service supplied pursuant to a development contract or subcontract.

(iv) Any machinery service, as defined in Maximum Price Regulation No. 136.

(3) The above is not an exact or complete quotation. In specific cases reference should be made to the text of Revised Supplementary Regulation No. 11 which also contains other exceptions.

(f) *Exemption of developmental and secret contracts and emergency purchases.* (1) By Revised Supplementary Regulation No. 1, developmental contracts and subcontracts entered into, and emergency purchases made by, the United States or any of its agencies are exempt from the GMPR. In addition, certain of the specific Maximum Price Regulations exempt such contracts and purchases, either specifically or by incorporating by general or specific reference the exemptions of such contracts and purchases contained in Supplementary Regulation No. 1. Reference must be made in each case to the applicable MPR to ascertain whether or not these contracts and purchases are excluded therefrom. In the case of both developmental contracts, the exemption applies only during such period as is necessary for development. A contract or subcontract is deemed to be "developmental" if the manufacturer or supplier requires a period of time for the accumulation of sufficient production experience to permit him to make a fair estimate of his manufacturing costs, or if the purchaser under such contract or subcontract requires a period of time to select a product, or both. To satisfy the definition of "emergency" for purposes of the exemption:

(i) the subject matter of the purchase must be needed at once, and

(ii) At least a portion of the purchase must be capable of immediate delivery either from stock or after a short period of production. In any case, the emergency exemption is applicable only to the quantity immediately deliverable. The exemption will not apply to contracts or agreements for future delivery.

2. By the terms of the Service Regulation (MPR 165) sales of services pursuant to developmental contracts and subcontracts entered into, and emergency purchases made by, any war procurement agency were exempted from the application of this Regulation and also the GMPR. In general, the same qualifications apply to developmental contracts and to emergency purchases as described above in this paragraph in connection with Revised Supplementary Regulation No. 1; except that for services the developmental period is limited to ninety days.

§ 811.1133 *Procedure for obtaining exemption under developmental and secret contracts and emergency purchases or for relief from a price regulation*—(a) *Procedure under developmental contracts.* To obtain exemption of the sale or delivery of any commodity manufactured or service supplied pursuant to a developmental contract or subcontract it is necessary (1) that the contract or subcontract be certified in writing to the OPA, Washington, D. C. by the United States or its agency as being a developmental contract or subcontract and (2) that the manufacturer of the commodity or supplier of the service file a report with the OPA, Washington, D. C. within ten days after entering into any such contract or subcontract. The form of certification to be used by the purchasing agency is not standardized, but all that need be stated is: "In accordance with the provisions of Maximum Price Regulation No. ------, Section ------, (or General Maximum) the following contract is hereby certified as 'developmental', Contract No. ------, Date of Contract ----------, Name and Address of the supplier ----------, Commodity covered ----------." This certification should be sent in duplicate to the Office of Price Administration, Washington, D. C., Attention War Goods Price Coordinator.

(b) *Procedure under secret contracts.* To obtain exemption of the sale or delivery of any commodity manufactured or service supplied pursuant to a secret contract or subcontract it is necessary that it be certified as such to the OPA by the purchasing agency. Such certification need only set forth the date of the secret contract and its number or other designation, not including the commodity covered or the name or address of the supplier. This certification should be sent to the Chief, Office Services Branch, Security Officer, Office of Price Administration, Federal Office Building No. 1, Washington (25), D. C.

(c) *Procedure under emergency purchases.* To obtain exemption of the emergency purchase for any commodity for immediate delivery or of services for immediate performance, it is necessary that the purchasing officer, whenever such a purchase is made above maximum prices, file a report with OPA in Washington within five days (ten days in the case of services) after the purchase is made. This report must certify that it was imperative to secure the commodity or service immediately and that it was impossible to secure or unfair to require immediate delivery or performance at the applicable maximum price. The report should set forth (1) the name and address of the seller (2) the date of purchase (3) the date of delivery or performance (4) the description of the commodity purchased or service performed (5) the quantity purchased or performed (6) the price at which purchased or supplied, and (7) a brief statement of the facts giving rise to the emergency situation. This report should be sent in duplicate to the Office of Price Administration, Washington, D. C. Attention: War Goods Price Coordinator. No report is required in the case of services unless the total price thereof exceeds $500.00 and a similar exemption is extended in some specific MPR's to emergency purchases.

(d) (1) *Procedure for obtaining relief.* OPA Procedural Regulation No. 6, effective July 3, 1942, sets forth the procedure to be followed in all cases except when otherwise specifically provided to obtain prompt adjustments of maximum prices for commodities or services under Government contract or subcontract. The regulation provides that any person who has entered into or proposes to enter into a Government contract, or subcontract under a Government contract, and who believes that an established maximum price impedes or threatens to impede production, of a commodity or supply of a service which is essential to the war program, may apply for adjustment of that maximum price. Any Government agency may appear as an interested party under any such application. Upon the filing of an application and pending the issuance of an order by the OPA granting or denying the application, contracts or subcontracts may be entered into, and deliveries made at the price requested in the application, subject to later refunds and price reduction if the application is denied. Applications involving contracts exceeding $5,000,000 in value must be filed with the OPA in Washington, D. C. Other applications (with a few exceptions) may be filed either with the appropriate regional office of the OPA or with the OPA in Washington, D. C.

(2) By an amendment effective April 12, 1943, special adjustment procedure is provided in MPR 136 (Machines and Parts and Machinery Services), to which reference is made for complete details. This procedure is available to any person who has entered into a "war contract", defined as a contract for the sale of a machine or part purchased for the ultimate use of the armed forces of the United States or for lend-lease purposes, or for use in the production or manufacture of any such commodity. A new ground for adjustment, provided by the amendment, is an agreement by the manufacturer to make a reduction in the selling price of other products or services which will equal or exceed the total dollar amount of the upward adjustment granted. Manufacturers whose total dollar sales for the calendar or fiscal year ending in 1942 exceeded $500,000 must file application with the Office of Price Administration at Washington, D. C. Other applications may be filed with the nearest regional office of the Office of Price Administration.

§ 811.1134 *Compliance*—(a) *Responsibility of contracting officers.* (1) Contracting officers, in executing contracts, unless otherwise specifically directed, are not required to verify the prices charged by any vendor or contractor against the maximum prices fixed in accordance with the Emergency Price Control Act of 1942, and in the absence of actual knowledge of violation of price limitations, they may assume that prices charged do not exceed maximum prices. Likewise, in connection with cost-plus-a-fixed-fee contracts, contracting officers in approving items for reimbursement are not responsible for determining whether the costs of materials, supplies, tools, equipment or machinery exceed the maximum prices thus fixed. In the interests of economical purchasing, however, contracting officers are expected to exert reasonable effort to be familiar with the OPA regulations that apply to the commodities and services which they buy.

(2) Where a contracting officer is definitely informed that the price or proposed price of a commodity or service is in excess of the OPA maximum, he should proceed as follows:

(i) Try to negotiate a reduction in the price to conform to the OPA standard;

(ii) If such a reduction proves impossible, endeavor to have the contractor file an application for an adjustment of the established maximum price with OPA under Procedural Regulation 6 (see § 811.1133 (d));

(iii) If necessary, and if immediate deliveries can be made, make emergency purchases for immediate delivery in excess of the OPA maxima, complying with the requirements set forth in § 811.1133 (c);

(d) If recourse to the foregoing methods proves unsuccessful and the contracting officer believes an impairment of production of essential war material is threatened, report should be made at once to the chief of the technical service concerned and the services of the Price Regulation Branch enlisted to remove the impediment.

(e) As a last resort, the statutes provide for the requisition of needed articles already in existence, and for mandatory orders to compel the supply of essential military items. For the conditions and procedures governing the use of these methods, see § 802.246 (a) and Part 814.

(b) *Acceptance of contractor's certification.* The action of certifying and disbursing officers in connection with such price limitations is governed by Fiscal Directive SPBFA–11A, June 19, 1942, providing as follows:

1. The certification now required on Standard Form No. 1034–revised, as used in connection with payments made to vendors or contractors for purchases or services rendered other than personal will be continued in use and is a proper and sufficient warranty of compliance by the vendor or contractor with the price ceilings established in accordance with the provisions of the Emergency Price Control Act of 1942, Public Law 421, approved January 30, 1942.

2. In the absence of actual knowledge of violation of price limitations, certifying officers may rely upon the certificate of the vendor or contractor as to the correctness of the prices charged and will not be required to verify such prices against maxima established by the Office of Price Administration. Disbursing Officers may rely upon their records and the certificate of the vendor or contractor and will not be required to verify such maxima prices.

3. Disbursing officers will make payment in accordance with the above outlined procedure.

The form of certification (Standard Form 1034) is as follows:

I certify that the above bill is correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transactions have been complied with; and that State or local sales taxes are not included in the amounts billed.

The words "the above bill is correct and just" and "all conditions of purchase applicable to the transactions have been complied with" constitute a proper and sufficient warranty by the vendors and contractors that the prices billed are within any applicable price ceilings established by the OPA. Accordingly, no additional certificate or statement by the vendors and contractors with respect to maximum prices should be required. Also, no special certificate accompanying quotations, or warranty in the contract with respect to compliance with price regulations will be required.

(c) *Exemption from liability of contracting and finance officers.* Supplementary Order No. 7, entitled "Removal of Liability of War Procurement Agencies and Governments whose Defense is Vital to the Defense of the United States," effective July 11, 1942, provides that prohibitions contained in maximum price regulations against buying or receiving a commodity or service at a price higher than the permitted maximum shall not apply to (1) any War Procurement Agency of the United States or any contracting or paying finance officer thereof or (2) the Government of any country whose defense is deemed by the President to be vital to the defense of the United States under the terms of the act of March 11, 1941. It provides further that any such War Procurement Agencies or contracting or paying finance officers of any such government or agency, shall be relieved of any criminal or civil liability imposed by a maximum price regulation or by the Emergency Price Control Act of 1942. The OPA statement of considerations involved in the issuance of Supplementary Order No. 7 states such purchases are typically not purchases "in the course of trade or business" within the meaning of the act.

(d) *Non-exemption of contractors holding War Department contracts.* The OPA has advised, however, that this exemption is applicable only to Government contracting officers in connection with Government purchases and does not extend to purchases made by contractors even when operating under cost-plus-a-fixed-fee contracts, and even though purchases made by them are reimbursable by the Government. Cost-plus-a-fixed-fee contractors, as well as all other prime contractors, are buyers "in the course of trade or business" within the meaning of section 4 (a) of the Emergency Price Control Act of 1942, and are, therefore, subject to the prohibitions of that section.

§ 811.1135 *Index of Army purchase items.* For convenience of identification of applicable price regulations an index of articles commonly purchased for the Army, taken substantially from Army Purchase Information Bulletin, is incorporated in this section (paragraph (b)) followed by a further list of the Price Regulations by numerical sequence (paragraph (c)). These lists are subject to revision and must be used with caution, bearing in mind that OPA is constantly issuing changes and revisions, and from time to time is placing articles now under the GMPR under the control of specific price regulations, or shifting them from the coverage of one MPR to another.

(a) *OPA revisions of price regulations.* Whenever the Office of Price Administration makes an industry-wide revision of ceiling prices on any item purchased by the War Department, or other revision in ceiling prices affecting products purchased by the War Department, the chief of the technical service involved will notify all contracting officers concerned and the service's Price Analysis Section.

(b) *General index of articles purchased and applicable OPA regulations.*[1]

(c) *Maximum price regulations and price schedules by number and title.*[1]

SUBPART E—CONTROLLED MATERIALS PLAN

§ 811.1140 *Revision of existing supply contracts to conform to production schedules authorized under Controlled Materials Plan*—(a) *Effect of reduced allotments of materials.* Under the Controlled Materials Plan (CMP) some Army suppliers from time to time will receive allotments of controlled materials which are less than the materials necessary to meet the production schedules in effect under existing contracts. Normally, the production schedule authorized on Form CMP–10 will reflect these reduced quantities. In cases where the end item schedule has not been reduced in line with the reduced allotments, a letter is sent to the contractor explaining the factors (for example, changed specifications, reduced requirements of spare parts, and prior allocations) which will enable him to meet the required production schedule with the materials allotted to him.

(b) *Coordination with CMP officers.* Schedules of production authorized on Form CMP–10 are controlling and must be put into effect by appropriate contract adjustments. CMP officers have been instructed to inform contracting officers of revised schedules, and whenever practicable to consult with them concerning the distribution of any reduced allotment among the various contractors concerned. Close coordination between contracting officers and CMP officers is required in order that changes in or amendments of outstanding contracts may be promptly effected where made necessary by revisions in schedules.

(c) *Protection of contractor.* Under the usual "Delays-Damages" article (see § 803.352) in most War Department contracts, the delay of a contractor is treated as excusable if it is without fault or negligence on the part of the contractor and is due to "unforeseeable causes beyond his control, including any preference, priority, or allocation order issued by the Government." A possible statutory exemption from liability for delay is also to be found in a clause of Title III of the Second War Powers Act, 1942, reading as follows:

(7) No person shall be held liable for damages or penalties for any default under any contract or order which shall result directly or indirectly from compliance with this subsection (a) or any rule, regulation, or order issued thereunder, notwithstanding that any such rule, regulation, or order shall thereafter be declared by judicial or other competent authority to be invalid.

Nevertheless, a contractor is entitled to the protection of an amendment to

[1] Filed with the Division of the Federal Register.

his contract to reflect accurately the changes in the production schedule which are made necessary or appropriate by the reduction in allotments. Such changes will be effected promptly by appropriate supplemental agreement (or change order where a change order can effect the necessary adjustment).

(d) *Adjustment of schedules in contracts.* Appropriate adjustment of a contract to conform to reduced schedules made necessary under the Controlled Materials Plan or otherwise may in many cases be made under contract provisions already in effect, if the contract contains such provisions (see, for example, §§ 803.329, 803.329a and 803.351 (c)). Where a contract contains no provision permitting such an adjustment, the chief of the supply service concerned is authorized to amend the contract by supplemental agreement, inserting one or more of the contract articles contained in §§ 803.329, 803.329a and 803.351 (c) so as to provide in the contract itself authority for the making of any later adjustments made necessary by changes in the CMP allotments (see § 811.1233).

(e) *Upward adjustment of price.* Where a reduction in allotments so changes or interrupts the contractor's operations as substantially to increase the unit costs of any of the items procured, an equitable adjustment in the contract price in addition to a modification of the production schedule is also authorized to be made, either under an appropriate contract provision providing such an adjustment or by supplemental agreement (see § 812.1233).

(f) *Downward adjustment of price.* In cases where production schedules are to be stepped up as a result of a speedier flow of materials under a CMP allotment, the contract will be appropriately amended to accomplish this result. Where an increase in allotment so accelerates the contractor's operations as to produce a substantial saving in unit costs, contracting officers will, where possible, negotiate a reduction in unit price in connection therewith (see § 812.1251 (b)).

§ 811.1141 *Allotment of materials for new contracts.* Under the Controlled Materials Plan, it is essential that each new contract let be accompanied by a sufficient allotment of material to enable the contractor to enter into production as called for under the contract. Consequently, before a contract is let or a letter contract or letter of intent executed, contracting officers should coordinate with CMP officers to make sure that controlled materials are expected to be available in the quantity required, and that each contractor is asked to submit an estimate of the controlled materials required along with his proposal or bid. Upon the execution of a contract, arrangements should be made with CMP officers to issue allotments as required to meet the production schedules of the contract.

SUBPART F—CONTRACTS INVOLVING RUBBER OR SYNTHETIC RUBBER

§ 811.1150 *Agreement with Rubber Reserve Company.* (1) Rubber Reserve Company, a subsidiary of Reconstruction Finance Corporation, owns and controls the supply of all natural rubber and substantially all synthetic rubber in this country. Effective June 1, 1943 Rubber Reserve Company found it necessary to increase its price for natural rubber from 22½ cents per pound to 40 cents per pound, but reduced its prices for synthetic rubber to 36 cents per pound for GRS (Buna S); 33 cents per pound for GRI (Butyl); and 45 cents per pound for GRM (Neoprene Type GN).

(2) In order to avoid the necessity of adjusting the outstanding contracts of the War Department and subcontracts therunder based on a price for natural rubber of 22½ cents per pound and in order to facilitate transition from natural to synthetic rubber and to simplify future procurement of rubber products, the War Department has made an agreement with Rubber Reserve Company to pay directly to it part of the cost of such natural and synthetic rubber used for War Department purposes and thereby to maintain lower, stable, prices to rubber manufacturers for such natural and synthetic rubber.

(3) Under this agreement Rubber Reserve Company will supply natural and synthetic rubber to War Department contractors and subcontractors upon payment by them to Rubber Reserve Company at the following rates per pound.

Type	Price per pound (cents)
Natural	22½
GRS Synthetic (Buna S)	18½
GRI Synthetic (Butyl)	15½
GRM Synthetic (Neoprene Type GN)	27½

These rates apply to natural, GRS and GRI Synthetic used after June 1, 1943 and to GRM synthetic used after August 1, 1943.

(4) The War Department will pay Rubber Reserve Company the difference between these amounts and the prices fixed by Rubber Reserve Company specified in subparagraph (1) above, or such lower prices as the Rubber Reserve Company may fix from time to time. This contract will remain in force until June 30, 1944 unless extended by the War Department or terminated on ninety days' notice before that date.

§ 811.1151 *Administration of agreement.* (a) To simplify administration of this agreement with Rubber Reserve Company the Ordnance Department is handling the contract on behalf of the entire War Department and will administer it for all of the technical services.

(b) Rubber Reserve Company will obtain from rubber manufacturers reports of the amount of natural and synthetic rubber used on account of War Department contracts and subcontracts and will bill the War Department monthly through the Ordnance Department on the basis of these reports showing the amount due with respect to the contracts and subcontracts of each technical service.

(c) The chief of each technical service has been directed to make available to the Ordnance Department by special allotment or otherwise sufficient funds to cover the estimated amounts payable to Rubber Reserve Company under this agreement with respect to its contracts and subcontracts up to June 30, 1944. The Chief of Ordnance is authorized to issue such directives or instructions to the chiefs of the other technical services as he deems necessary for the administration of the agreement and the furnishing of such allotments.

§ 811.1152 *Effect of agreement on contracts involving natural rubber.* (a) Since natural rubber will continue to be supplied to rubber manufacturers by Rubber Reserve Company at 22½ cents per pound as heretofore, existing contracts made on this basis will not need to be adjusted.

(b) Likewise, future contracts involving the use of natural rubber can continue to be made on the same basis of 22½-cent rubber, as heretofore.

§ 811.1153 *Existing contracts involving synthetic rubber.* (a) The prices for synthetic rubber specified in the agreement between Rubber Reserve Company and the War Department are substantially lower than the prices previously in effect for the same types of synthetic rubber.

(b) Accordingly, the prices under existing contracts involving the use of synthetic rubber and made on the basis of the prices in effect before the agreement, should be promptly adjusted to reflect the reduced prices for such synthetic rubbers.

(c) By its Circular No. 21 dated May 31, 1943, the Rubber Reserve Company has directed all rubber manufacturers to report to it all existing contracts made on the basis of prices for natural or synthetic rubber higher than those fixed by the agreement with the War Department and has directed such rubber manufacturers promptly to adjust their prices under such contracts to reflect the reduced prices for synthetic.

§ 811.1154 *Conversion from use of natural rubber to use of synthetic.* (a) At the present time the cost of processing synthetic rubber is greater than the cost of processing natural rubber for many types of articles. The lower price per pound for synthetic rubber as compared to natural rubber will offset to the extent of the price differential the additional costs of processing such synthetic rubber.

(b) In the cast of certain types of commodities such as tires, the shift from natural to synthetic rubber involves an additional factor affecting costs of production. When such commodities are made from natural rubber it is often possible to use a substantial amount of reclaimed rubber which is much less expensive than either natural or synthetic. When the same commodities are made from synthetic rubber, however, it is at present not feasible to use reclaimed rubber to the same extent or at all. Consequently, synthetic must be substituted not only for the natural rubber but also for the reclaimed rubber in such cases.

(c) When it becomes necessary to amend the specifications under existing contracts under the "changes" article to substitute synthetic rubber for natural rubber, the contract price must be equitably adjusted in accordance with

that article. In fixing this adjustment it is necessary to take into account, (1) any additional costs of processing synthetic in place of natural rubber; (2) the lower price per pound of synthetic as compared with natural rubber; (3) the extent to which reclaimed rubber is superseded by synthetic; (4) any other factors relevant in the particular case. Accordingly, the adjustment under any particular contract will depend primarily on the circumstances with respect to processing and the ratio of natural and reclaimed rubber in the particular type of commodity.

(d) Likewise, when new contracts are made for the manufacture from synthetic rubber of commodities previously made from natural rubber, the proper price will depend on the consideration of the same factors discussed in paragraph (c).

§ 811.1155 *Price adjustment provisions.* In order to assure rubber manufacturers that they may fix their prices on the basis of the cost for natural and synthetic rubber specified in the agreement between the War Department and Rubber Reserve Company a special price adjustment article contained in § 803.351 (a) has been authorized for use in contracts involving natural or synthetic rubber (see § 812.1232 (b)). It provides for equitable adjustment in the contract price to the extent that any change in the price payable for natural or synthetic rubber affects the cost of performing the contract.

SUBPART H—MISCELLANEOUS MATTERS

§ 811.1180 *Discounts in purchasing—*(a) *General rule.* Frequently contractors include in their bids offers of discounts for cash or prompt payment. In view of the volume of purchasing being presently done, it is frequently not practicable to effect prompt payment and thus take advantage of these provisions. It is therefore apparent that if these offers were taken into account in deciding whether to award a contract to one contractor rather than another, the decision to award the contract to one might be made on the basis of an offer of a cash discount the benefit of which the Government would never receive. The rule has therefore been established that offers of a discount for cash or prompt payment will be disregarded in deciding between two possible contractors.

(b) *Example.* Let us assume that bids are solicited, informally, or otherwise, and two contractors submit bids. Contractor A quotes a price of $1.00 per unit with an offer of a 10% discount for prompt payment. Contractor B quotes a price of $1.10 per unit. Disregarding A's offer of a 10% discount, the contracting officer nevertheless decides that the contract will be awarded to contractor A because his unit price of $1.00 is lower than that quoted by contractor B. The question now arises whether the rule set forth in paragraph 1180.1 requires that A's offer of discount for prompt payment should be disregarded. The answer obviously is that it should not be disregarded. The discount provision should be included in the contract. It was disregarded in making the decision to award the contract to A, but once the contract was awarded to A, the Government should take advantage of all of the terms offered by contractor A.

(c) *Ratification of past action.* Because of the misunderstanding of previous regulations, it appears that in some instances contracting officers have felt that it was necessary, under the circumstances set forth in paragraph (b), to omit from the contract any provision with respect to discounts. Their action in doing so is hereby ratified.

(d) *Fiscal aspects of discounts.* For fiscal aspects of cash discounts, see AR 35-6200, as amended by Change No. 1, published under date of July 29, 1943.

§ 811.1181 *Contingent fees.* In connection with purchases and subcontracting by cost-plus-a-fixed-fee contractors, the vendor or subcontractor involved should not be permitted to pay third-party intermediaries a commission, percentage, brokerage, or contingent fee based upon the amount of the order or subcontract where the services performed by such intermediaries are merely the obtaining of the order of, if additional services are in fact performed by such intermediaries, the fees are disproportionate. To accomplish the foregoing it is essential that the attention of contracting officers be directed to the necessity of taking effective administrative measures so as to bring such practices to light with a view to their elimination. In some cases the prime contractor may be directed to require the disclosure by the vendor or subcontractor, as a condition to award, of any contingent or broker's fee or commission which may be included in the price quoted by such vendor or subcontractor.

In many cases third-party intermediaries and others in similar categories are capable of and do perform valuable services in connection with the purchasing and subcontracting, for which they are entitled to a return. In such cases it is not the purpose to limit the opportunities to obtain increased production by prohibiting altogether the use of such intermediaries by vendors and subcontractors. The purpose to be accomplished, however, is to prevent the abuses inherent in the inclusion in the purchase price or subcontract price of a commission, percentage, brokerage, or contingent fee in an amount not related to the services performed and the payment of such fees where the only service performed is the obtaining of the order for the vendor or subcontractor.

§ 811.1182 *Track-scaling of loaded railroad cars.* Provisions should not be inserted in construction or supply contracts in which payment for the materials or supplies is based on "railroad weights." The result of inserting such a provision is frequently to require railroads to incur unnecessary delay and expense in arriving at such weights, sometimes necessitating back-hauling for track-scaling. The railroads through territorial weighing bureaus enter into agreements with many of their shippers under which the railroads accept the invoice-weight of the shipper subject to periodical checks and test weights. This avoids the necessity for track-scaling the car. All reference to "railroad weights" will be omitted from requests for quotations or estimates and from the resulting contracts or orders for all materials and supplies including coal. Particular care should be taken to insure that the words "railroad weights" do not appear in the Schedule of Supplies (Schedule A) of future contracts or in any "Instructions to Bidders" or Purchase Conditions. In lieu of the words "railroad weights", there will be inserted the words "weights acceptable to railroad for freight charge purposes." Outstanding construction and supply contracts containing the words "railroad weights" should be amended to change those words to the wording indicated above. Reference is made to Circular No. 284, War Department, 1942 for the terms of the War Department Traffic Weight Agreement entered into by the War Department with representatives of certain carriers.

§ 811.1182a *Ordering of less than full carloads to be avoided.* In view of the shortage of transportation facilities, it is apparent that it is wasteful to have a railroad car move with less than a full load. Therefore, unless other factors make such action unwise, supplies should be ordered in amounts equal to one or more full carloads; and the practice of ordering amounts that will result in the loading of a portion of a railroad car should be avoided.

§ 811.1183 *Ordering of spare parts.* The chief of each techinical service will adopt definite policies with respect to the ordering of spare parts for use in connection with all equipment purchased.

(a) Every order providing for the delivery of air-cooled engines of 32 horsepower and under, or for units of which such engines are a component part, shall provide for delivery simultaneously with the first shipment of engines of not less than 10% of the total engine spare parts called for in such order. Such order shall further provide for the subsequent delivery of spare parts so that when 20% of the engines have been delivered at least 30% of all such spare parts will likewise have been delivered and so that deliveries of spare parts shall thereafter parallel deliveries of engines.

§ 811.1184 *Contracts with foreign nationals.* (a) By virtue of Executive Order No. 8389, April 10, 1940, as amended, and Treasury Department regulations issued pursuant thereto, the award of contracts in which certain foreign countries or nationals thereof have any interest is prohibited.

(b) The above prohibition does not apply to contracts with individuals, partnerships, associations, corporations, or other organizations which have been granted a general or special license by the Secretary of the Treasury.

(c) Whenever a contracting officer has reason to believe that any prospective contractor is subject to the above prohibition he should inquire of the chief of the technical service concerned or the nearest Federal Reserve Bank as

to the eligibility of the prospective contractor.

§ 811.1185 *Contracts with blocked nationals.* (a) The Secretary of State from time to time publishes lists of persons and organizations deemed to be acting directly or indirectly for the benefit of the enemy. Copies of these lists will be made available to the chiefs of the technical services.

(b) No contract will be knowingly awarded to any person or organization so listed.

§ 811.1186 *Limitation on purchase of arms, ammunition and implements of war.* (a) No purchase of arms, ammunition, or implements of war shall be made on behalf of the United States by any officer, executive department, or independent establishment of the Government from any person who shall have failed to register under the provisions of subsection 12 (g) of Public Resolution of November 4, 1939 (Pub. Res. No. 54—76th Cong.).

(b) Articles which are considered arms, ammunition and implements of war will be proclaimed from time to time by the President. Chiefs of the technical services concerned will publish such information to the contracting officers concerned and secure compliance with the above limitation.

§ 811.1187 *Restrictions on purchases of selected items for the duration of the war.* Circular No. 420 issued by the Director, Bureau of the Budget, under date of May 21, 1943, provides as follows:

TO THE HEADS OF EXECUTIVE DEPARTMENTS, INDEPENDENT ESTABLISHMENTS AND AGENCIES

Subject: Restrictions on Purchases of Selected Items for the Duration of the War

The necessity for maximum curtailment of expenditures by all agencies, and the scarcity of materials used in the manufacture of numerous office equipment and supply items, require immediate administrative action to limit the purchase of luxury and nonessential items.

The head of each Government agency is hereby requested to issue instructions to all offices under his jurisdiction, prohibiting, for the duration of the war, the purchase in the commercial market of the following list of items, as well as any additional items which he may choose to add.

1. All items of steel furniture, such as desks, tables, chairs, stands, file cabinets, supply cabinets, wardrobes, costumers, coat racks, etc.
2. All items of leather upholstered furniture, such as chairs, davenports, etc.
3. Baskets, waste, metal.
4. Book ends.
5. Calendar pads and stands, other than standard Government specification, as furnished from Procurement stock or from the General Schedule of Supplies.
6. Carafes and carafe sets.
7. Carpets.
8. Cases, brief, leather.
9. Clocks.
10. Cushions, chair, rubber, cork, or from similar critical material.
11. Cuspidors.
12. Desks (over $100).
13. Frames, picture (except frames for maps or charts).
14. Guards, telephone wire or coil.
15. Lamps, desk and floor.
16. Letter openers, metal.
17. Mats, chair, from rubber or similar critical material.
18. "Memo-pal" or similar metal roller-type memo pads.
19. Mirrors.
20. Pens, fountain, desk sets (over $2.00).
21. Plate glass tops for desks, tables, etc.
22. Rugs.
23. Shears.
24. Stands, smoking.
25. Tables (over 96 inches).
26. Trays, ash.
27. Trays, desk, metal.
28. Work organizers, leather.

Many of the items listed above will be available from time to time from Federal surplus property stocks and may be obtained from that source by filing Purchase Authority with the appropriate Regional Property Officer of Treasury Procurement. [See paragraph 613 and following.]

In the event any of the items listed herein are found to be absolutely necessary for operation and unavailable from surplus stores of the Procurement Division, requests for purchase in the commercial market should be submitted to the head of the agency for advance approval.

Instances have been reported where agencies, especially through their field offices, have ignored War Production Board priority regulations and purchased such items as stapling machines, staples, gem clips, rubberbands, twine, etc., in local markets at exorbitant prices. Any steps necessary should be taken to prevent such purchases.

It will be appreciated if three copies of instructions issued pursuant to this circular are forwarded to the Equipment and Supply Section, Estimates Division, Bureau of the Budget, upon issue.

HAROLD D. SMITH,
Director.

(a) The purchase of the items referred to in the circular set forth above, is prohibited for the duration of the war except for essential war needs. No such item will be purchased without the prior approval of the Director, Purchases Division, Headquarters, Army Service Forces. Requests for such approval will be forwarded through channels and must be accompanied by a complete statement of facts showing that the proposed purchase is for an essential war need.

§ 811.1188 *Advertising—(a) Basic statutes.* (1) No advertisement, notice, or proposal for any Executive Department of the Government, or for any Bureau thereof, or for any office therewith connected, shall be published in any newspaper whatever, except in pursuance of a written authority for such publication from the head of such Department; and no bill for any such advertising, or publication, shall be paid, unless there be presented, with such bill, a copy of such written authority. (R. S. 3828; 44 U.S.C. 324; M. L., 1929, sec. 1829)

(2) Hereafter all advertisements, notices, proposals for contracts, and all forms of advertising required by law for the several departments of the Government may be paid for at a price not to exceed the commercial rates charged to private individuals, with the usual discounts; such rates to be ascertained from sworn statements to be furnished by the proprietors or publishers of the newspapers proposing so to advertise: *Provided*, That all advertising in newspapers since the tenth day of April, eighteen hundred and seventy-seven, shall be audited and paid at like rates; but the heads of the several departments may secure lower terms at special rates whenever the public interest requires it. Act June 20, 1878 (20 Stat. 216; 44 U. S. C. 322; M. L., 1929, sec. 1827).

(3) First War Powers Act: The Judge Advocate General, in an opinion dated 4 August 1943 (SPJGC 1943/10580) has expressed the view "that compliance with the provisions of section 3828 of the Revised Statutes would limit and restrict the freedom of action granted by the First War Powers Act, 1941, to facilitate the prosecution of the war, and that the operation of such statute to the extent that it limits the broad authority granted by the First War Powers Act, 1941, is suspended thereby."

(b) *Delegation of authority.* (1) The responsibility for authorizing advertising has been assigned by the Secretary of War to the Under Secretary of War (see § 801.107 (c)). Pursuant to Circular 181, War Department, 10 June 1942, this responsibility was further delegated "subject to the direction of the Under Secretary of War, to the Commanding General, Army Air Forces, so far as [it relates] to supplies or equipment peculiar to the Army Air Forces; and subject to the same direction, so far as [it relates] to all other supplies and equipment, to the Commanding General, Services of Supply, or to such person or persons as they may designate." The authority so delegated is hereby further delegated to the chiefs of the technical services.

(2) The responsibility for authorizing advertising through the medium of newspapers or otherwise, which is delegated to the chiefs of the technical services by subparagraph (1), is not to be confused with the responsibility for authorizing the placing of contracts by formal advertising rather than by negotiation. This latter responsibility is vested in the Director, Purchases Division, Headquarters, Army Service Forces (see § 802.240 (b)).

(c) *Ratification.* Prior to the promulgation of paragraph (b), the chiefs of the technical services had not expressly been delegated authority to authorize advertising. The Judge Advocate General, however, in the opinion referred to in paragraph (a) expressed the view that the delegations set forth in § 801.107 (f) gave the Director, Purchases Division, Headquarters, Army Service Forces authority to approve advertising; and that the action of the chiefs of the technical service in authorizing advertising may "be ratified by the Director of the Purchases Division, if it is determined that such action facilitated the prosecution of the war". Accordingly, if any advertising was done subsequent to June 29, 1942, without approval of the Director, Purchases Division, Headquarters, Army Service Forces (or some higher authority) a request may be made to said Director that such advertising be ratified. The request should be accompanied by a full statement of the facts and a determination by the chief of the technical service that such advertising facilitated the prosecution of the war.

[Procurement Reg. 12]

PART 812—RENEGOTIATION AND PRICE ADJUSTMENT

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§ 812.1200 *Scope of part—(a) General.* This part deals with policies and contract provisions of all types relating to the adjustment of prices under contracts with the War Department and subcontracts thereunder. Subpart A deals with the contract provisions and procedure for statutory renegotiation under those provisions of the Renegotiation Act pertaining to fiscal years ending after June 30, 1943. Subparts B to D discuss various optical clauses providing for price adjustment independently of statutory renegotiation. Subpart E discusses the adjustment of prices under the First War Powers Act in order to adapt contracts to changing conditions and to relieve contractors from hardship. These contract clauses and policies are intended to carry out the general purchase policies stated in Part 802.

(b) *Regulations rescinded.* Temporary Procurement Regulations 10–T and 17–T, issued April 30, 1942 and May 11, 1942, by Headquarters, Army Service Forces, and all directives and instructions relating to contract provisions for revision and renegotiation of contract prices, issued prior to 1 July 1942 have been rescinded (see § 801.104).

SUBPART A—STATUTORY RENEGOTIATION

§ 812.1201 *Definitions; scope of subpart—(a) Definitions.* As used in this part, the following terms have the meaning set forth below:

(1) "Renegotiation Act of 1943"; "1943 act": These terms mean section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942 (Public Law 528, 77th Congress, approved April 28, 1942) as amended by section 701 of the Revenue Act of 1943 (Public Law 235, 78th Congress, enacted February 25, 1944), and as effective with respect to fiscal years ending after June 30, 1943;

(2) "Renegotiation Act of 1942"; "1942 act": These terms mean section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942, as amended through July 14, 1943, and as further amended by those provisions of section 701 of the Revenue Act of 1943 which are made effective as if they had been a part of Section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942, as amended, on the date of its enactment. (See Public Law 235, 78th Congress, sec. 701 (d).)

(3) "Statutory renegotiation": This term means renegotiation pursuant to the provisions of the Renegotiation Act of 1943.

(4) "Department": This term means the War, Navy, and Treasury Departments, the Maritime Commission, the War Shipping Administration, the Defense Plant Corporation, Metals Reserve Company, Defense Supplies Corporaton and Rubber Reserve Company.

(5) "Secretary": This term means the Secretary of the War, Navy, and Treasury Departments, the Chairman of the Maritime Commission, the Administrator of the War Shipping Administration, and the Boards of Directors of the Defense Plant Corporation, Metals Reserve Company, Defense Supplies Corporation and Rubber Reserve Company.

(6) "War Contracts Board": This term means the War Contracts Price Adjustment Board established by the Renegotiation Act of 1943.

(b) *Scope of subpart.* This subpart A discusses the various aspects of statutory renegotiation. Sections 812.1202 to 812.1205 deal with the provisions of the Renegotiation Act of 1943 (§ 812.1201 (a) (1)) and the exemptions and exclusions therefrom. Sections 812.1207 to 812.1210 discuss the contract articles for statutory renegotiation and their use. Sections 812.1213 and 812.1214 deal generally with the policies and procedures governing statutory renegotiation. Renegotiation pursuant to the Renegotiation Act of 1942 (§ 812.1201 (a) (2) is not discussed herein. For the text of the 1942 act and the procedures, policies and interpretations thereunder, reference is made to the Joint Renegotiation Manual and the Army Renegotiation Manual, Part I, which are applicable to fiscal years ending before 30 June 1943.

Renegotiation Statute and Exemptions

§ 812.1202 *Statutory provisions—(a) Renegotiation Act of 1943.* For the complete text of the 1943 act, reference is made to the renegotiation regulations issued by the War Contracts Board.

(b) *Section 3806 of the Internal Revenue Code.* Section 3806 of the Internal Revenue Code referred to in subsection (c) (2) of the 1943 act provides that the amount of federal income and excess profits taxes paid or payable with respect to any excessive profits must be credited against the amount of such profits in

computing the amount to be refunded by the contractor or subcontractor, or otherwise recovered.

§ 812.1203 *Effect of 1943 act*—(a) *Coverage.* (1) The 1943 act applies to all contracts made by the Departments and subcontracts thereunder, with the exceptions stated under §§ 812.1203 (d), 812.1204 and 812.1205. With those exceptions the 1943 act directs the War Contracts Board to renegotiate with every contractor with a Department, and every subcontractor under a contract with a Department, whenever in its opinion the profits received or accrued under such contracts or subcontracts may reflect excessive profits, whether or not the contract or subcontract contains a renegotiation article (subsection (c) (1)).

(2) Subcontracts as defined in the 1943 act include purchase orders or agreements to perform all or any part of the work, or to make or furnish any article, material, part, assembly, mahinery, equipment or other personal property (except office supplies), required for the performance of another contract or subcontract, and any agreements to procure such contracts or subcontracts. Such subcontracts are not limited to those made by the prime contractor but include those made by subcontractors and lower tiers of subcontractors unless specifically exempt (subsection (a) (5)).

(b) *Contract articles.* With certain exceptions discussed under §§ 812.1204 and 812.1205, the 1943 act requires that each prime contract over $100,000 contain a contract article dealing with renegotiation. (See §§ 812.1207 to 812.1210, 803.342 (a), (b) and (c). As stated in paragraph (a), contracts or subcontracts which do not include a renegotiation article are nevertheless subject to the 1943 act unless such contracts or subcontracts are expressly excluded.

(c) *Administration of renegotiation.* In connection with the provisions of the 1943 act relating to its administration and the application of such provisions, reference is made to the renegotiation regulations to be issued by the War Contracts Board and the supplementary instructions issued thereunder.

(d) *Exclusions.* (1) The 1943 act is inapplicable to any contract or subcontract on which final payment was made before April 28, 1942.

(2) The 1943 act is inapplicable if the aggregate amount received or accrued by the contractor or subcontractor and all persons under the control of or controlling or under common control with it under contracts with the Departments and subcontracts thereunder during its fiscal year ending after June 30, 1943, will not exceed $25,000 from subcontracts for procuring contracts or subcontracts or $500,000 from all other contracts with the Departments or subcontracts thereunder.

(3) Certain contracts or subcontracts are exempt or may be exempted from the provisions of the 1943 act under subsection (i) of such act. These exemptions are discussed in §§ 812.1204 and 812.1205.

(e) *Expiration of the act.* Subsection (h) of the 1943 act provides that it shall apply only to profits from contracts and subcontracts which are attributable to performance prior to the "termination date" of the act. Reference is made to subsection (h) of the 1943 act and to the renegotiation regulations issued by the War Contracts Board for the definition of "termination date" and the determination of the profits which are deemed attributable to performance prior to such date.

§ 812.1204 *Mandatory exemptions from statutory renegotiation.* In addition to the treatment of such mandatory exemptions in this § 812.1204 et seq., reference is made to § 812.1290, concerning rulings of War Contracts Board relating to exclusions or mandatory exemptions from statutory renegotiation. This matter is treated at length in the Renegotiation Regulations issued by the War Contracts Board.

(a) *Contracts with governmental agencies.* (1) In this paragraph the term "other Government Agency" includes (i) any department, bureau, agency or governmental corporation of the United States, (ii) any territory, possession or state or any agency thereof, and (iii) any foreign government or any agency thereof.

(2) The 1943 act does not apply to (i) any contract between a Department and any other Government agency; (ii) any contract between a contractor with a Department or a subcontractor thereunder, and any other Government agency; (iii) any contract made by the other Government agency in connection with a contract with one of the Departments, or one of their contractors, or subcontractors, unless the other Government agency is acting merely as an agent for the Department concerned (subsection (i) (1) (A) of the 1943 act).

(3) Accordingly, no article for statutory renegotiation under the 1943 act will be included in any such contract or subcontract.

(4) With respect to contracts with War Supplies Limited see §805.509 (h).

(5) See § 805.1290 (a) for ruling by the War Contracts Board relating to the governmental agency exemption.

(b) *Contracts and subcontracts for products of natural deposits and timber.* (1) By subsection (i) (1) (B), the 1943 act does not supply to

(B) any contract or subcontract for the product of a mine, oil or gas well, or other mineral or natural deposit, or timber, which has not been processed, refined, or treated beyond the first form or state suitable for industrial use.

(2) Contracts hereafter made with the War Department solely for the product of a mine, oil or gas well, or other mineral or natural deposit or timber, should include the standard renegotiation article, if otherwise required, unless it is clear that the product is exempt under this subsection. If the application of this exemption is uncertain, the following provision may be added at the end of the article:

If any regulation issued pursuant to subsection (i) (2) of the Renegotiation Act interprets and applies subsection (i) (1) (B) to exempt from the provisions of said Act, contracts for any product or products covered by this contract, then the contract price for such product or products, if separately stated herein, shall not be subject to renegotiation under this article.

(3) See § 812.1290 (b) for ruling by the War Contracts Board relating to the raw material exemption.

(c) *Contracts and subcontracts for agricultural commodities.* (1) By subsection (i) (1) (C), the 1943 Act does not apply to

(C) any contract or subcontract for an agricultural commodity in its raw or natural state, or if the commodity is not customarily sold or has not an established market in its raw or natural state, in the first form or state, beyond the raw or natural state, in which it is customarily sold or in which it has an established market. The term "agricultural commodity" as used herein shall include but shall not be limited to—

(i) commodities resulting from the cultivation of the soil such as grains of all kinds, fruits, nuts, vegetables, hay, straw, cotton, tobacco, sugar cane, and sugar beets;

(ii) natural resins, saps and gums of trees;

(iii) animals such as cattle, hogs, poultry, and sheep, fish and other marine life, and the produce of live animals, such as wool, eggs, milk and cream.

(2) Contracts hereafter made with the War Department solely for an agricultural commodity should include the standard renegotiation article, if otherwise required, unless it is clear that the commodity is exempt under this subsection. If the application of this exemption is uncertain, the following provision may be added at the end of the article:

If any regulation issued pursuant to subsection (i) (2) of the Renegotiation Act interprets and applies subsection (i) (1) (C) to exempt from the provisions of said Act, contracts for any product or products covered by this contract, then the contract price for such product or products, if separately stated herein, shall not be subject to renegotiation under this article.

(3) See § 812.1290 (b) for ruling by the War Contracts Board relating to the raw material exemption.

(d) *Contracts and subcontracts with certain religious, charitable and educational organizations.* (1) Subsection (i) (1) (D) provides that the 1943 act shall not apply to

(D) any contract or subcontract with an organization exempt from taxation under section 101 (6) of the Internal Revenue Code.

(2) Contracts hereafter made by the War Department with any charitable, religious or educational organization should include the standard renegotiation article, if otherwise required. If the contracting organization claims the benefit of this exemption, the following provision may be added at the end of the article:

This article shall be inapplicable if it is determined that the Contractor is exempt from the provisions of the Renegotiation Act by reason of subsection (i) (1) (D) of said Act.

(e) *Construction contracts awarded as a result of competitive bidding.* (1) By subsection (i) (1) (E), the 1943 act does not apply to

(E) any contract with a Department, awarded as a result of competitive bidding, for the construction of any building, structure, improvement, or facility.

(2) The War Contracts Board has issued an interpretation and application of this exemption (see § 812.1290 (c)).

(3) Accordingly, no renegotiation article will be inserted in any construction contract which meets the conditions of this exemption. If the application of this exemption is uncertain, the renegotiation article should be inserted in the contract although the following provision may be added:

If by regulation issued pursuant to subsection (i) (2) of the Renegotiation Act, subsection (i) (1) (E) is interpreted and applied to exempt this contract from the provisions of said Act, then the contract price stated herein shall not be subject to renegotiation under this article.

(f) *Subcontracts under exempt contracts or subcontracts.* (1) Subsection (i) (1) (F) provides that the 1943 act shall not apply to

(F) any subcontract, directly or indirectly under a contract or subcontract to which this section does not apply by reason of this paragraph.

(2) Accordingly, it is not necessary to insert in a contract or subcontract which is exempt by reason of subsection (i) (1) of the 1943 act (paragraphs (a) to (e), inclusive) a provision requiring a renegotiation article to be inserted in subcontracts made thereunder.

(3) If a renegotiation article is inserted in a contract or subcontract and the application of subsection (i) (1) to such contract or subcontract is uncertain, the renegotiation article, if otherwise required, should be inserted by the contractor or subcontractor in all subcontracts made by him. However, the provision set forth in § 812.1209 may be added at the end of the article.

(4) See § 812.1290 (d) for ruling by the War Contracts Board relating to the exemption of subcontracts under exempt contracts or subcontracts.

(g) *Subcontracts for office supplies.* The definition of "subcontract" contained in subsection (a) (5) (A) of the 1943 act specifically excludes therefrom subcontracts for office supplies. See § 812.1290 (e) for ruling by the War Contracts Board relating to articles included within the term "office supplies".

(h) *Interpretation and application of mandatory exemptions.* Subsection (i) (2) of the 1943 act provides that the War Contracts Board is authorized to interpret and apply the exemptions discussed in paragraphs (a) to (f) with respect to fiscal years ending after June 30, 1943.

§ 812.1205 *Discretionary power to exempt certain contracts and subcontracts.* In addition to the treatment of such discretionary exemptions in this § 812.1205, et seq., reference is made to § 812.1291 concerning rulings of War Contracts Board relating to discretionary exemptions from statutory renegotiation. This matter is treated at length in the Renegotiation Regulations issued by the War Contracts Board.

(a) *Statutory provisions.* Subsection (i) (4) of the 1943 act provides that the War Contracts Board, in its discretion, may exempt from some or all of the provisions of such Act individually or by general classes or types:

(1) Any contract or subcontract to be performed outside the United States or in Alaska;

(2) Any contracts or subcontracts, the profits from which can be determined with reasonable certainty when the contract price is established;

(3) Any contract or subcontract to the extent that the contract provisions are otherwise adequate to prevent excessive profits;

(4) Any contract or subcontract for a standard commercial article if competitive conditions with respect to the making of such contract or subcontract will reasonably protect the Government against excessive prices. The term "standard commercial article" is defined by subsection (a) (7) of the 1943 act;

(5) Any contract or subcontract if there is effective competition with respect to the contract or subcontract price;

(6) Any subcontract or group of subcontracts if it is not administratively feasible to segregate the profits attributable to the subcontract or group of subcontracts from profits on business not subject to renegotiation.

(b) *Discretionary power to exempt certain contracts and subcontracts by general classes or types.* The authority to exempt by general classes or types contracts and subcontracts of the kind described in subsection (i) (4) of the 1943 act is vested in the War Contracts Board and has not been delegated by it.

(c) *Discretionary power to exempt certain individual contracts or subcontracts.* (1) The Director, Purchases Division, Headquarters, Army Service Forces, may exempt from statutory renegotiation any individual contract or subcontract of the types specified in paragraph (a) in connection with the placement of such contract or subcontract or any amendment or revision thereof.

(2) The chief of a technical service may exempt any such individual contract or subcontract from statutory renegotiation only where express authority to do so is granted (i) by the provisions of Procurement Regulations (see e. g. paragraphs (d) (1), (e), (f), (g), (h), or (2) by special delegation from the Director, Purchases Division, Headquarters, Army Service Forces.

(3) When an individual contract is to be exempted from renegotiation pursuant (i) to subparagraphs (1) and (2) above or other provisions of procurement regulations, or (ii) to any special delegation of authority, the renegotiation article (Form II) described in § 803.342 (b) will be used in the contract so exempted, unless all subcontracts thereunder have also been so exempted. Each contract or subcontract exempted or under which any part of the performance is exempted from statutory renegotiation must contain an explicit statement to that effect and also a statement showing the extent of the exemption, by whom it was granted and the provision of the 1943 act upon which it is based, with appropriate findings of the existence of facts necessary to support the exemption.

(4) When a prime contract is exempted from renegotiation the statement in the contract as to the exemption will contain a statement whether or not and to what extent subcontracts thereunder are to be exempted from renegotiation.

(5) A written report of each exemption granted will be made to the Director, Renegotiation Division, Headquarters, Army Service Forces (through the Director, Purchases Division and the chief of the technical service) giving:

(i) The name of the contractor or subcontractor;

(ii) The number and date of the contract or subcontract;

(iii) The contract price;

(iv) The nature of the work, supplies, or other items furnished under the contract or subcontract.

(d) *Contracts and subcontracts outside of the United States.* (1) The chief of a technical service is authorized, in his discretion, to exempt from some or all of the provisions of the 1943 act any individual contract with his technical service, or any subcontract thereunder, which is to be performed outside of the territorial limits of the continental United States, or in Alaska. This authority applies to contracts and subcontracts heretofore or hereafter made or performed.

(2) Circular No. 43, War Department, 1943, delegated to each commanding general outside of the United States or in Alaska, like authority with respect to contracts made or administered under his authority, and subcontracts thereunder.

(e) *Patent licenses.* The chief of a technical service may exempt from some or all of the provisions of the Renegotiation Act of 1943 any individual contract or subcontract granting a license under a patent or patent application or transferring a patent or patent application to the Government, or to a contractr or subcontractor, if the aggregate royalty payable under the contract or subcontract for its duration or for any stated period is either (1) a fixed amount determinable at the time of the execution of the contract, or (2) limited by contract to a maximum amount determinable at the time of the execution of the contract, and if, in his opinion, the fixed amount or maximum amount will not yield excessive profits to the contractor or subcontractor.

(f) *Exemption from renegotiation in connection with periodic adjustment of prices.* Subpart D of this part authorizes the use under certain conditions of contract articles providing for periodic readjustment of price and corresponding exemption from renegotiation. Where these contract articles are used, the contracting officer in charge of the individual contract is authorized in his discretion, in connection with the placement of such contract or any amendment or revision thereof, to grant exemption from renegotiation in accordance with the contract provisions and the related procurement regulations.

(g) *Exemption of individual contracts and subcontracts for less than $5,000,000.* (1) A chief of a technical service may exempt from statutory renegotiation any individual contract or subcontract for

an amount of less than $5,000,000 of the types specified in § 812.1205 (a). Such exemption shall be granted only in connection with the placement of such contract or subcontract, or any amendment or revision thereof. Exemption from statutory renegotiation of any contract or subcontract for $5,000,000 or more shall be granted only with the approval of the Director, Purchases Division, Headquarters, Army Service Forces. Any request for the approval of an award of a contract for $5,000,000 or more (see § 803.305 (b)) where it is proposed to exempt the contract from statutory renegotiation will disclose that fact.

(2) The authority conferred by subparagraph (1) above will be exercised in any particular case by the chief of a technical service or by anyone to whom such authority has been redelegated only when:

(i) Articles or services the same or substantially similar to those called for in the contract or subcontract have been produced or rendered by the contractor for a period of at least six months prior to the commencement of production or the rendering of service under the contract or subcontract;

(ii) It appears to the person exercising such authority, in the light of the circumstances then known to him, that the total costs of performance to be exempted under the contract or subcontract can be estimated with reasonable accuracy at the time the contract price therefor is established;

(iii) A price analysis has been made and the contract or subcontract price, in the opinion of the person exercising such authority, is established in accordance with the principles enunciated in Army Service Manual M–601 ("Pricing in War Contracts"), if and so far as applicable, and is considered fair and reasonable in the light of prices being currently paid for comparable articles or services and other relevant circumstances;

(iv) The contract contains no provision for price adjustment other than standard articles authorized in these Procurement Regulations;

(v) If the contract contains any of the articles set forth in §§ 803.341 (a) and (b), 803.360a, 803,360a (a) and 803.360 (b), the initial period of production has been completed; and

(vi) If the contract contains the article set forth in § 803.342a the price is finally determined.

(3) In determining whether to grant exemption from renegotiation the person exercising such authority will normally consider the following further factors among others:

(i) Whether and to what extent contingency allowances or charges have been excluded from estimated costs in fixing the price and, so far as included in costs, have been disclosed, segregated and justified in the contractor's proposal;

(ii) Whether in the light of circumstances known to the person exercising such authority, the contemplated profit margin and profit are relatively low;

(iii) Whether in the light of the probable term of the contract the whole period of performance can properly be exempted from statutory renegotiation; and

(iv) Whether, if the contractor's costs are an important factor in price analysis in the particular case, the contractor's cost accounting system is based upon sound and accepted accounting principles consistently applied.

(4) If the contract involves a period of performance of over six months, the person exercising authority to exempt should consider whether some approved price adjustment provision (e. g. the article set out in § 803.360a or in § 803.360 (a)) should not be included in the contract and the exemption limited in length appropriately.

(5) Each proposed exemption should ordinarily be discussed informally with the Price Adjustment Section of the procurement office which is placing the contract.

(6) Where a contract contains a periodic pricing article (see § 803.360 (a) and (b), or an article like those set forth in § 803.360a and 803.360a (a), exemption from renegotiation should not be granted with respect to the entire contract but only until the next succeeding price adjustment.

(h) *Exemptions of individual contracts within stated classifications where profits can be determined with reasonable certainty when the contract price is established.* (1) In connection with the placement, revision or amendment of any contract or subcontract falling within a classification set forth below, the chief of each technical service is authorized to exempt from statutory renegotiation (pursuant to section (i) (4) of the 1943 act) any individual contract falling within such classification or the subcontracts thereunder or any individual subcontract falling within such classifications:

(i) Foods: contracts and subcontracts for such types of foods as the Quartermaster General may from time to time determine to be perishable (see par. 1292).

(ii) Clothing and equipage: contracts and subcontracts for clothing and equipage, including footwear.

(iii) Textiles or textile products: contracts and subcontracts for textiles or textile products.

(2) The authority conferred by subparagraph (1) will be used only where the person exercising such authority is of the opinion in the individual case, in the light of circumstances then known to him:

(i) that the profits to be derived from any such contract or subcontract can be determined with reasonable certainty when the contract price is established;

(ii) that negotiations fixing the price under any contract or subcontract to be exempted have taken place or will take place in general consistently with the pricing principles set forth in Army Service Manual M–601, (if and so far as applicable); and

(iii) that the price set or to be set is fair and reasonable.

(3) Attention is directed to the fact that this paragraph (h) does not authorize the chief of any technical service to exempt all contracts of the types listed herein as a class or by groups. It merely authorizes the exemption of individual contracts and the subcontracts thereunder or individual subcontracts falling within the above mentioned classifications. The provisions of the memorandum formerly quoted in § 812.1204 (h) (as amended 12 November 1943) are no longer in effect.

(i) *Redelegation of authority to exempt individual contracts and subcontracts from renegotiation.* (1) The Director, Purchases Division, Headquarters, Army Service Forces, may delegate and authorize successive redelegations of the authority conferred upon him by § 812.1205 (c) (1).

(2) The chief of a technical service may delegate and authorize successive redelegations of the authority conferred upon him by (c) (2), (d) (1), (e), (g) (1) and (h) of this section.

Contract Articles for Renegotiation

§ 812.1207 *Articles authorized.* Standard forms of contract articles approved for use in accordance with this part are set forth in § 803.342 (a) (Form I), (b) (Form II), (c) (Form III) of these regulations. Except as expressly authorized in this part or subsequent instructions, deviations from the standard articles will not be used.

§ 812.1208 *Use of articles.* (a) Form I will be used in all fixed price or cost-plus-a-fixed-fee contracts made after 26 March 1944 involving an estimated amount of more than $100,000 unless such contract is exempt under subsection (i) (1) of the 1943 Act (§ 812.1204) or is exempted pursuant to subsection (i) (4) (§ 812.1205).

(b) If a contract involving an estimated amount of more than $100,000 and made after 26 March 1944 is exempted pursuant to subsection (i) (4) of the 1943 act (§ 812.1205), Form I will not be used and Form II will be inserted, unless all subcontracts thereunder are also exempt. If the contract is exempt under subsection (i) (1) of the 1943 act (§ 812.1204 (a) to (e), inclusive), no renegotiation article will be inserted.

(c) Form III will be inserted (in addition to any renegotiation article contained in the original contract as amended) in each supplemental agreement (including change orders) involving an estimated amount of more than $100.000 unless such supplemental agreement is exempt, or unless the original contract as amended contains Form I or Form II. If the supplemental agreement is exempt under subsection (i) (1) of the 1943 act (§ 812.1204 (a) to (e), inclusive), no renegotiation article need be inserted. If the supplemental agreement has been exempted pursuant to subsection (i) (4) of the 1943 act (§ 812.1205 et seq.), Form II will be used, unless all subcontracts thereunder are also exempt, and section (c) of Form III will be added.

§ 812.1209 *Optional provisions in subcontracts.* Where a contractor with the War Department or a subcontractor under a prime contract with the War Department is required by his contract or subcontract to insert a renegotiation article in his subcontracts, and there is doubt (a) whether an agreement or order which he proposes to make or place is a subcontract under the Renegotiation Act, or (b) whether it is exempt from renegotiation under subsection (i) of the Renegotiation Act, he should insert the prescribed renegotiation article in the agreement or order, but may add the following additional provision at the end of the article:

> This article shall apply to this contract only if it is a "subcontract" subject to renegotiation under the Renegotiation Act.

§ 812.1210 *Use of other articles.* Statutory renegotiation under the contract articles discussed in this section is for the purpose of eliminating excessive profits and is handled by the War Contracts Price Adjustment Board, the War Department Price Adjustment Board and Price Adjustments Sections. As authorized by the 1943 act, it is conducted on an over-all basis for the contractor's fiscal year rather than by individual contracts, although the Board may renegotiate by individual contracts at the request of the contractor or subcontractor. Various other articles discussed in the following sections designed to provide for adjustment of the price of the specific contract to meet various types of conditions may be used in addition to the contract articles for statutory renegotiation.

Statutory Renegotiation; Policy and Procedure

§ 812.1213 *Administration of statutory renegotiation*—(a) *Agencies responsible.* Statutory renegotiation under the 1942 and 1943 acts, and under contract provisions inserted pursuant to such acts, is conducted by the War Contracts Board, Price Adjustment Boards or Price Adjustment Sections and not by contracting officers.

(b) *Procedure and principles.* The procedure and principles to be followed in renegotiation pursuant to the 1943 act, pertaining to fiscal years ending after June 30, 1943, are prescribed by the War Contracts Board and the Chairman, War Department Price Adjustment Board and will be published respectively as "Renegotiation Regulations" and "Army Renegotiation Manual, Part II".

§ 812.1214 *Effect of statutory renegotiation on price adjustments by contracting officers*—(a) *Restrictions during and after statutory renegotiation.* While renegotiation pursuant to the 1943 act is in progress or after it has been concluded with respect to a fiscal period of a contractor, contracting officers will not accept or seek price reductions or refunds in lieu thereof, which will affect the sales or earnings of the contractor for such fiscal period without the prior consent of the Price Adjustment Board or Section which is conducting or has conducted such statutory renegotiation.

(b) *Inquiry by contracting officers regarding statutory renegotiation.* Before accepting price reductions or refunds in lieu thereof and before initiating or continuing negotiations seeking reductions or refunds from a contractor, and at reasonable intervals during the continuance of such negotiations, contracting officers will make inquiry of the contractor or of the Price Adjustment Board or Section to whom the contractor is assigned for statutory renegotiation to determine whether such renegotiation is in progress or has been concluded with respect to the fiscal period of the contractor which will be affected by the reductions or refunds proposed.

(c) *When statutory renegotiation is in progress.* Statutory renegotiation shall be deemed to be in progress for a fiscal period of a contractor upon the mailing of the notice of time and place of a conference to be held with respect thereto as required by subsection (c) (1) of the 1943 act.

(d) *Price adjustments not restricted.* Nothing herein contained shall preclude a contracting officer from at any time:

(1) Proposing and arranging adjustments in prices or fees in individual contracts containing express provision for redetermination or renegotiation of prices or fees, other than a provision for statutory renegotiation, or

(2) Making price adjustments to compensate for changes made by the Government in specifications, design, quantities to be delivered, delivery schedules, or similar matters, or

(3) Accepting the benefit of the price reductions resulting from maximum price regulations of the Office of Price Administration or orders of other Government price fixing agencies, or

(4) Negotiating with respect to the prices to be included in new contracts in connection with the making thereof, or

(5) Proposing and arranging price reductions or refunds in lieu thereof which will not affect the sales or earnings of the contractor for any fiscal period for which statutory renegotiation is in progress or has been previously concluded.

(e) *Provision in supplemental agreements making price adjustment.* The contract price as renegotiated or redetermined by the contracting officer or as voluntarily reduced will still be subject to statutory renegotiation under the 1943 act and any contract article pursuant thereto. The supplemental agreement or other instrument affecting the adjustment in price or fixed-fee will therefore include a provision substantially as follows:

> The adjustment hereby made in the contract price is without prejudice to the determination of any excessive profits of the contractor upon subsequent renegotiation under the Renegotiation Act, or any contract article inserted pursuant to that act.

SUBPART B—CONTRACT ARTICLES FOR PRICE ADJUSTMENT ON THE BASIS OF PRODUCTION EXPERIENCE

§ 812.1220 *Scope of subpart.* In certain cases the cost of production under a contract cannot be estimated with reasonable accuracy at the time of its execution. For example, the item may be entirely new or the particular contractor may lack experience with its production or its design may still be experimental or subject to radical changes or development. This subpart deals with contract provisions designed to meet these situations by adjusting the price on the basis of production experience after part performance. It includes articles for (1) price redetermination by formula, (2) price revision by negotiation, (3) conversion of fixed-fee contracts to fixed price contracts and (4) incentive adjustments in fixed-fees.

§ 812.1221 *Effect of articles.* The effect of these various articles and the differences between them are briefly as follows:

(a) *Redetermination by formula.* Under this article (§ 803.341 (a)) an itemized estimate of costs is stated in the contract. After a specified percentage of the work under the contract is completed the contractor is required to submit similarly itemized statements of the cost of a "preliminary run" and a "test run". Then the original price is reduced, not by negotiation but by formula reflecting the extent to which the total costs as indicated by the preliminary and test runs are less than the original estimate of costs.

(b) *Negotiated revision of entire price.* Under this article (§ 803.341 (b)) the entire contract price may be revised either upward or downward by negotiation in good faith after a specified part of the contract has been performed. The revised price applies both to past and future performance. It differs from redetermination (1) by relying on negotiation instead of a formula for making the adjustment, and (2) by permitting adjustment upward as well as downward.

(c) *Conversion of fixed-fee to fixed price contracts.* Two articles apply only, to fixed-fee contracts. One of these (§ 803.341 (c)) provides for converting the fixed-fee contract to a fixed price contract by negotiation after part performance.

(d) *Fixed-fee incentive provisions.* The other article for fixed-fee contracts (§ 803.341 (d)) provides for adjustments in the fee either upward or downward on the basis of efficiency in performance.

§ 812.1222 *Relation to other price adjustment articles.* (a) The articles discussed in this Subpart B are distinct from those for statutory renegotiation under the Renegotiation Act. While statutory renegotiation is intended to eliminate excessive profits and is generally conducted on an over-all fiscal year basis, the articles in this section contemplate readjusting the price of the individual contract during its performance on the basis of production experience. These articles are for use in addition to statutory renegotiation provisions which must also be included in the contract which must also be included in the contract in accordance with § 812.1207 et seq., unless the contract is exempt from renegotiation (see §§ 812.1204 and 812.1205).

(b) Likewise, the articles in this section, which assume a general uncertainty as to production costs when the contract is made, differ in purpose and scope from the articles covered by Subpart C which provide for price adjustments to meet specific kinds of contingencies. In appropriate cases, however, both types of article may be included in the same contract.

(c) These articles also differ from those discussed in Subpart D. While

those provide for exemption from statutory renegotiation, the articles in this section do not so provide and also contemplate only one revision in the price and not its periodic adjustment. Furthermore, the articles for periodic adjustment of price assume reasonable certainty as to costs, while those in this section are for cases of great uncertainty in costs.

§ 812.1223 *Price redetermination by formula*—(a) *Article authorized.* The article for price redetermination by formula set out in § 803.341 (a) is authorized for use in accordance with this regulation. Minor deviations may be made in this article but it will never be changed to allow redetermination of the price upward. When upward as well as downward price adjustment is desired, the article discussed in § 812.1224 will be used.

(b) *Use and operation of article.* In using and operating this article for price redetermination the following principles will be observed:

(1) Before agreeing to the use of this article the contracting officer will analyze or examine the cost accounting system of the contractor to satisfy himself that it is sufficiently accurate to permit the effective operation of this aricle.

(2) The "preliminary run" is intended to cover the initial performance while production is getting under way and before costs have become stabilized. Accordingly it should include the percentage of the work or period which the contracting officer estimates will be needed before costs level off and become reasonably typical. The "test run" should cover an adequate period after such costs are expected to become reasonably stable. Unless these two periods will be completed before forty per cent of the contract is performed this article will not be used without special permission from the Director, Purchase Division, Headquarters, Army Service Forces.

(3) After the contractor submits the itemized statements of costs for the "preliminary run" and for the "test run" the contracting officer should make sufficient check to satisfy himself that they are accurate and reliable. If necessary he may examine the books and records of the contractor for this purpose.

(4) On the basis of the statements submitted and any other data obtained from the books and records of the contractor or otherwise, the contracting officer should determine the total costs for the "preliminary run" and for the "test run" and for the remainder of the contract. This should be done objectively as a factual determination. If the contractor disagrees with the decision of the contracting officer he may appeal under the Disputes Article. The contract price should be reduced by the difference between the total costs as so determined and the original estimated costs.

(5) Upon redetermination of the price, amounts paid for items theretofore delivered in excess of the new price shall be refunded to the Government or applied against subsequent deliveries, as the contracting officer may direct. The new price and provisions for refunds will be evidenced by a supplemental agreement.

§ 812.1224 *Negotiated revision of entire contract price; upward or downward*—(a) *Article authorized.* The article for a negotiated price revision set out in § 803.341 (b) is authorized for use in accordance with this regulation. Under this article the contract price for past and future deliveries is revised upward or downward by negotiation after a specified part of the contract has been performed. This will be used only in special cases where the developmental or experimental nature of the item or the lack of previous production experience with it or other causes, prevent reliable estimates of costs when the contract is made and make it essential to provide in the contract for later revision of the initial price in the light of actual production experience. Minor deviations may be made in this article, but it will never be changed to obligate the Government to increase the price on the basis of costs or any other formula, or to do more than negotiate in good faith to revise the price.

(b) *Use and operation of article.* In using and operating this article (§ 803.341 (b)) the following principles will be observed:

(1) When the article is to be used the contracting officer will satisfy himself that the cost accounting system of the contractor is sufficiently accurate to provide reasonable information as to costs of production experienced in performing the contract.

(2) The time fixed in the contract for negotiation to revise the price will depend upon the circumstances in each case. The period before revision should be sufficient to allow costs to become reasonably stable and capable of estimation with reasonable accuracy, but it should not be longer than is necessary for this purpose. Generally, performance of about twenty per cent of the contract should be an adequate trial period; in no case will the trial period exceed forty per cent of the contract without special permission from the Director, Purchases Division, Headquarters, Army Service Forces.

(3) In return for the agreement by the Government to negotiate to revise the price upward the contractor will be required to eliminate from the original prices substantially all allowances for contingencies.

(4) When the contractor submits the statements of costs for the trial period and estimates for the remainder of the contract, the contracting officer will make a sufficient check to satisfy himself that they are reasonably accurate and reliable. If necessary he may examine the books and records of the contractor for this purpose.

(5) Negotiations to revise the price should be conducted upon much the same basis as an original contract negotiation when like information on costs is available. Consideration will be given to all pertinent factors which have affected the contractor's costs during the trial period or which are likely to affect such costs during the remainder of the contract, and to all pertinent factors bearing upon the profit margin which it is reasonable for the contractor to earn under the circumstances, including the fact that the contract article reduces certain of the risks of performmance. As a standard the contracting officer should estimate costs of producing the item in the contractor's plant by efficient management and operation, plus a reasonable profit. If the contracting officer concludes that the contractor's operations are inefficient and that his costs are high, he will limit the revised price accordingly; on the other hand, if the contractor has reduced his costs by skillful management, careful buying or efficiency of production, the contemplated margin of profit under the contract may be increased in recognition of these facts. The contracting officer should bear in mind that the costs of production during the first part of the contract will almost always be substantially higher than those during the remainder of the contract. Consequently average costs during the trial period are generally not an accurate index of the costs for the remainder of the contract. Allowance should be made for this fact in fixing the revised prices.

(6) A revised price will be evidenced by a supplemental agreement, which will also provide for making appropriate credits or payments by the contractor or payments to him for the difference between the prices actually paid for items theretofore delivered and the revised price.

§ 812.1225 *Article for converting fixed-fee contracts to fixed price basis*—(a) *Use of article.* In accordance with § 802.232 (c), fixed-fee contracts will include, whenever feasible, the article set out in § 803.341 (c) providing for conversion to a fixed price basis by negotiation after part performance. The time specified for conversion should be the earliest at which sufficient experience and cost data will be available to fix a fair price. Where possible, existing contracts will be amended to include this article.

(b) *Basis of conversion.* Such conversion is simpler if the fixed price basis is substituted for the entire contract, including past as well as future performance, and not merely for the remainder of the contract. When this is done, the price should be negotiated on the basis of the earlier experience, with appropriate allowance for declining costs, and should be fixed to yield approximately the cost plus the proportionate part of the fee for the past performance and a fair profit for the remainder of the contract. All previous payments made to the contractor should be applied against the amount due or to become due under the converted contract, or as advance payments, or partial payments against amounts to become due under it. By this method it will be unnecessary to evaluate the work in process or materials on hand, which will then assume their ordinary status under a fixed price contract, subject to any interest of the Government retained as security for advance or partial payments or for other purposes in accordance with the agreement to convert.

§ 812.1226 *Incentive provisions for fixed-fee contracts*—(a) *Use of article.* Section 803.341 (d) sets out an article providing for increasing or reducing the fixed-fee under cost-plus-a-fixed-fee contracts on the basis of efficiency in performance. Under it the fee is adjusted by comparing a target estimate of costs fixed after part performance with actual costs for the same period. This article is designed to provide incentives for reductions in costs and efficient operations under such contracts, and will be used wherever feasible if conversion of the contract to a fixed price basis is not practical.

(b) *Operation of article.* In the operation of this article (§ 803.341 (d)) the following principles will be observed:

(1) The trial or test period specified in the contract should be sufficient to allow costs of production to become reasonably stable and to provide reliable data on production costs.

(2) In fixing the estimate of costs for the remainder of the contract, the contracting officer will take into account the fact that costs during the first part of the contract will not necessarily be typical for the remainder.

(3) The increase or reduction in the fee will be based on the amount by which costs during the remainder of the contract have been reduced or increased by the efficiency or inefficiency of the contractor. In determining this amount the contracting officer will make allowance for changes in costs resulting from other causes.

(4) The amount of the increase or decrease of the fee shall be evidenced by supplemental agreement.

SUBPART C—CONTRACT PROVISIONS FOR PRICE ADJUSTMENT UPON CONTINGENCIES AND SHORT-TERM PRICING

§ 812.1230 *Scope of subpart.* Frequently at the time the contract is negotiated, cost data and experience are sufficient to permit the fixing of a fair price on the basis of existing conditions, but some of the elements of cost which are not under the control of the contractor are expected to change during the life of the contract. Under such circumstances the contractor will seek to include in his price allowances to protect himself against such changes unless the Government agrees to adjust the price to compensate for them if they occur. It is therefore necessary in each case to decide which course is more to the advantage of the Government in the particular instance. This section deals with various types of contract provisions under which the Government assumes certain of the risks of such changes in conditions. When they are used the contractor will be required to eliminate from the price any allowances to cover such contingencies.

§ 812.1231 *Changes article.* The standard contract article for changes allows the Government to modify the specifications or shipping and packing instructions by written order and provides for an equitable adjustment if such changes cause increases or decreases in the amount due under the contract or the time required for its performance. Often, however, it is necessary for the Government to increase or decrease the quantity to be delivered under the contract in order to conform to changes in needs, material allotments and other factors. To facilitate such variations a modified form of the "Changes" article has been authorized by § 803.329a, which allows the Government to reduce or enlarge the quantity to be delivered under the contract within prescribed limits and provides for an equitable adjustment in price either up or down depending on the effect of the change.

§ 812.1232 *Escalation*—(a) *Based on indices.* During the early stages of the procurement program a standard escalator clause providing for price adjustments on the basis of general indices for various classes of labor and materials was authorized to protect contractors against serious inflationary price and wage rises during performance. With the greater stability of wages and material prices the need for such escalator clauses has decreased. Since the administration of such clauses is complex and requires extensive accounting and auditing, authority for their use has been rescinded and they will therefore not be included in contracts hereafter negotiated.

(b) *For Government-fixed prices.* In cases where the Government directly fixes the price of a component material required for the performance of a contract, the contract may include a provision for equitable adjustment of the contract price to compensate for changes made by the Government in the price of the component material (see § 803.351 (a)). This article will not be used where the Government merely fixes a maximum price for the component material, as by the Office of Price Administration (but see paragraph (d)). It will be used only where the Government fixes the actual sale price as in the case of rubber sold by the Rubber Reserve Company. Likewise, a provision may be included for adjustment based on increased freight rates fixed by the Interstate Commerce Commission (§ 803.339) when such a provision does not violate any maximum price regulation of the Office of Price Administration. Finally § 803.357 contains a provision for price adjustment based on changes in certain taxes paid by the contractor.

(c) *Adjustment based on allocations.* (1) In the case of certain commodities such as cotton duck and certain classes of lumber, the Government controls the entire supply and allocates production sources among contractors. Where this is the case, the actual price paid by a particular contractor will depend on the source from which he is required to obtain such material. Since this is determined solely by the Government it is preferable to agree to adjust the price to the contractor on the basis of the amount paid by him for the allocated material than to include in the price an allowance against this risk. The article contained in § 803.351 (a) may be used for this purpose but only where the Government actually controls and allocates available sources of supply and requires the contractor to procure from the designated source.

(2) Under the system of priorities and allocations applicable to certain materials, a contractor may be obliged to purchase such materials from sources of supply at greater distances from his plant than normal and pay additional freight costs which may represent a serious burden; in such cases the contract may include the article contained in § 803.351 (b) if the contractor eliminates from his price any allowance for such additional expenses.

(3) The articles authorized in this section will generally be used only where the costs of the materials or freight will constitute an appreciable element in the total cost and inclusion of the article will eliminate the need for substantial allowances in the price. If this is not the case, the benefit from their use will be too slight to justify the time and effort involved in their operation.

(d) *Escalation in relation to OPA ceiling prices; lumber, coal, steel and gasoline.* Escalation in relation to OPA ceiling prices is not permitted, except that escalation articles may be included in contracts for the purchase of certain basic commodities to the extent and in the form set forth in § 803.351 (d) (lumber; coal; basic steel products on Schedule I of CMP Regulation 1, as amended from time to time), and § 803.351 (f) (gasoline and fuel oils).

§ 812.1233 *Interruption of production schedules by Government action.* Government allocations, priorities, and other actions may prevent a contractor from maintaining a constant schedule of production and thereby increase his costs of operation substantially, especially in mass production industries. To avoid the inclusion in price of an allowance against such interruptions, a contract article providing for equitable adjustment in the contract price and the time for performance under such circumstances is contained in § 803.351 (c). Whenever an interruption in the production schedules of a contractor will substantially affect his cost of performance and there is serious risk of such interruption as a result of Government action, this article may be included in the contract if the contractor has eliminated from his price any allowances and reserves for such contingencies.

§ 812.1234 *Operation of articles*—(a) *Upon request by contractor.* When the contractor requests equitable adjustment in the price in accordance with a contract article therefor, the following principles will be observed:

(1) The contracting officer will determine from information supplied by the contractor and, if necessary, by inspection of its books and records (i) whether the contingency covered by the article has occurred; and (ii) the amount, if any, by which the costs of the contractor have been increased by the change or contingency.

(2) The adjustment in price should be sufficient to compensate the contractor for the net amount by which his costs have been increased by the change or

contingency. Care must be taken to eliminate increases due to other factors, and to allow for any offsetting reductions in costs which have also resulted from the change or contingency.

(3) The contracting officer will promptly notify the contractor in writing of the amount of the adjustment which he has determined to be equitable.

(b) *On initiative of contracting officer.* Certain of these articles provide for equitable adjustment of the contract price downward when specified contingencies reduce the costs. When the contract contains such a provision, the following principles will be observed:

(1) The contracting officer should determine before final payment under the contract (i) whether the specified contingency has occurred and the costs of the contractor have thereby been reduced; and (ii) if so, the amount by which the contract price should be adjusted under the contract article.

(2) In making this determination, care must be taken to eliminate reductions in costs resulting from other factors such as the efficiency of the contractor, and to take into account any offsetting increases in cost which may also have resulted from the same change or contingency.

(3) The contracting officer will promptly notify the contractor of any such downward adjustment in the contract price.

§ 812.1235 *Article for short term pricing*—(a) *Purpose of article.* Orderly scheduling of materials, production, subcontracting and deliveries often makes long term contracts necessary or desirable. Cost data and experience may be sufficient for fixing a fair price for part of the performance, but uncertainty of future conditions may prevent this for the remainder of the contract. Thus the contractor may be able to predict conditions for a reasonable period in advance sufficiently to agree to a close price for that period, but may fear that changes in conditions will seriously affect his costs after that time and seek contingency allowances to protect himself. The article for negotiated price revision set out in § 803.361 (a) is designed to meet this situation and is authorized for use in accordance with this part.

(b) *Nature of article.* Under this article (§ 803.361 (a)) the original price is fixed for a specified period and thereafter price is revised upward or downward by negotiation but the revised price applies only to the remainder of the contract and not to deliveries made during the specified period. While this article is similar to § 803.341 (b), they differ basically in purpose. Section 803.341 (b) covers cases where lack of experience and data prevent the fixing of a fair price when the contract is made and allows adjustment of the entire price for past as well as future deliveries. Section 803.361 (a) assumes that the original price can be fairly fixed, but that future conditions cannot be adequately predicted. This article is similar to the contract article (§ 803.360 (a)) for periodic adjustment of price, except that it does not provide for exemption from statutory renegotiation and provides for only one revision in the price and not for periodic adjustment.

(c) *Use and operation of article.* In using this article (§ 803.361 (a)) the following principles will be observed:

(1) The contracting officer should satisfy himself that the contractor can supply reliable data on which to base the price revision at the end of the specified period.

(2) The time fixed in the contract for negotiation to revise the price will depend on the circumstances in each case. The original price should be kept in effect for as long a period as conditions will permit without undue contingency allowances and revision provided for thereafter.

(3) In return for the use of this article, the contractor will be required to eliminate from his original price substantially all allowances for future contingencies.

(4) The negotiations to revise the price should be carried on promptly after the time specified in the contract. The contracting officer should obtain sufficient information from the contractor and other sources to permit the new price to be well negotiated. If necessary, he may examine the books and records of the contractor for this purpose. Negotiations should be conducted upon much the same principles as the original negotiation and in accordance with § 812.1224 (b) (5).

(5) The revised price will be evidenced by supplemental agreement specifically providing that the revised price applies only to performance after the original period.

§ 812.1235a *Article for optional periodic adjustment of price*—(a) *Purpose of article.* The purpose of the article (see § 803.360a) is much the same as in the case of the article for negotiated price revision set out in § 803.360 (a), except that no fixed periods for negotiated price revision are included in the article set out in § 803.360 (a), and negotiations for price revision takes place under the article only when one party or the other requests such negotiations.

(b) *Nature of article.* Under this article (see § 803.360a) the original price is set out in the contract. At any time after the expiration of a stipulated period from the date of the contract, the price on subsequent deliveries of items may be revised by negotiations. As an optional provision, it may be stpulated that demands shall not be made more frequently than once every ninety days. The article is intended to make it unnecessary for either the contractor or the contracting officer to request a price revision unless one or the other is of the opinion that substantial changes in conditions have taken place making negotiations desirable. Like the article set out in § 803.360 (a), the article set out in § 803.360a assumes that the original price can be fairly fixed for a reasonable period but that future conditions cannot be adequately predicted. However, by including the changes in and additions to the article set out in § 803.360a (a), the article may be adapted to use in cases where the original price cannot be fairly fixed for a reasonable period, because of lack of experience in the particular production called for by the contract or for other reasons.

(c) *Use and operation of the article.* In using this article (see § 803.360a) the following principles will be observed:

(1) The contracting officer should satisfy himself that the contractor can and will supply reliable data on which to negotiate any requested price revisions. This involves, among other things, assurance that the contractor's cost accounting methods are reasonably satisfactory and accurate and adapted to developing the type of data appropriate to the use of the article.

(2) In appropriate cases the optional provision for an interval of 90 days between demands for price revision may be altered, if the chief of the technical service is of the opinion that a period other than 90 days is appropriate. Similarly, other periods of days specified in the article may be increased or decreased if the chief of the technical service so authorizes.

(3) In return for the use of this article and the reduced risks incurred by the Contractor when this article is used, the Contracting Officer should be satisfied that the Contractor has agreed to a close price, from which substantially all allowances for contingencies have been eliminated and which the Contracting Officer believes (in the light of the circumstances then known to him) will not result in unreasonable profits.

(4) Negotiations to revise the price will be carried on promptly after each demand for such revision, allowing only sufficient time to obtain adequate information from the contractor and other sources to permit a proper negotiation. If necessary, the contracting officer may examine the books and records of the contractor He will conduct negotiations on much the same principles as in the case of the original negotiations and will give full weight to the principles discussed in § 812.1224 (b) (5) and in ASF Manual M–601. In the event of delay in reaching an agreement as to a revised price that will be determined promptly by order as provided in paragraph (f) of the article.

(5) In negotiating a price revision under the article the contracting officer ordinarily should not give consideration to an increase in price beyond the amount estimated to be the excess of (i) any increases in costs beyond the contractor's control, over (ii) any offsetting unanticipated reductions in the contractor's costs. However, this rule should not be applied to deprive a contractor of a reasonable reward, in the form of an increased estimated allowance for profit, for especially efficient and economical production.

(6) In negotiating a price revision the contracting officer and the contractor should recognize that wage increases in the prices of materials will not necessarily immediately increase the costs of items to be delivered by the contractor. For example, some of the labor on work in process at the time of a wage increase may have been performed while lower rates of wages were in effect. Similarly, a contractor may have an inventory on hand or materials on order at prices on a basis which does not reflect current increases in the price of such materials.

(7) Any agreed revised price will be set forth promptly in a supplemental agreement as provided in the article.

(8) The contract article does not obligate the Government to increase the price by negotiation on the basis of actual costs or of any other formula or to do more than to negotiate in good faith to revise the price. If an order is entered in accordance with paragraph (f) of the article § 803.360a under section 801 of the Revenue Act of 1943, the price set by such order will be fixed in accordance with the provisions of section 801 (see § 812.1270 et seq.).

(9) It is not necessary or intended that the data furnished for use in connection with negotiations to be conducted under the articles set forth in § 803.360a and 803.360a (a) shall be audited figures or that the contracting officer shall delay negotiations in order to audit such figures and data. It is intended merely that the contracting officer shall be satisfied that the data furnished have been prepared in good faith and are sufficiently accurate for him to place reliance on the information as a general guide to negotiations.

(d) *Where the contractor has had no adequate experience in the production of the items called for by the contract.* The article set forth in § 803.360a may be modified by the changes and additions set out in § 803.360a (a) to make it appropriate for use in contracts where the contractor has had no adequate prior experience in the production of the item called for by the contract. The article set out in § 803.360a as modified by the changes and additions set out in § 803.360a (a) permits the revision of the whole price for all deliveries, both past and future, on demand of either party at any time prior to the delivery of 30% of the principal items to be furnished under the contract. Such a revision does not prevent a later revision of the price for deliveries after the effective date of the demand for such later revision, if such a later revision shall in fact be requested by either party.

The article (§ 803.360a) as so modified (§ 803.360a (a)) will be used only in those cases where the developmental or experimental nature of the item, the lack of previous production experience with the item on the part of the contractor or other causes, prevent the making of reliable estimates of cost when the contract is executed and make it desirable to provide in the contract for later revision of the initial price, to be applicable to deliveries during the early stages of the contract, in the light of actual production experience.

§ 812.1236 *Periodic adjustment of price without provision for exemption from renegotiation*—(a) *Articles authorized.* Subpart D below authorizes the use of two articles (§ 803.360 (a) and (b)) providing for periodic adjustment of the contract price and for exemption of the contract price from statutory renegotiation under certain conditions. Where a technical service desires to provide in a contract for such periodic adjustment of the contract price at regular intervals but does not desire to provide for exemption or for the power to exempt the contract price from statutory renegotiation in accordance with Subpart D, either § 803.360 (a) or (b) may be revised to eliminate exemption of the contract price from statutory renegotiation or the power of the contracting officer to exempt it therefrom. The article in § 803.360 (a) will be so modified by deleting the second and third sentences of subsection (b) (2) and the second sentence of subsection (d) (3). The article in § 803.360 (b) may be so modified by deleting the second sentence of subsection (d) (3). With these deletions § 803.360 (a) or (b) may be used in the discretion of the chief of a technical service without special permission from the Director, Purchases Division, Headquarters, Army Service Forces.

(b) *Use and operation of articles.* In using § 803.360 (a) and (b), modified in accordance with paragraph (a), the following principles will be observed:

(1) The contracting officer should satisfy himself that the contractor can supply reliable data on which to base the price adjustment at the end of each period.

(2) The contract will include the standard form of contract article for statutory renegotiation, if required by § 812.1207, et seq.

(3) The contract price will be adjusted for each period in the manner described in Subpart D of this part, except that no exemption from renegotiation will be granted and the price will remain subject to statutory renegotiation unless otherwise exempt therefrom.

SUBPART D—CONTRACT ARTICLES FOR PERIODIC READJUSTMENT OF PRICE AND EXEMPTION FROM RENEGOTIATION

§ 812.1240 *Articles authorized.* Alternative contract articles providing for periodic readjustment of the contract price, and for exemption from statutory renegotiation under the Renegotiation Act under certain conditions, are set forth in § 803.360 (a) and (b) (Form II). These articles are approved for use in lump sum or fixed price contracts in accordance with this section. Except as expressly authorized in this section or subsequent instructions, deviations from the standard articles will not be used.

§ 812.1241 *Effect of articles.* Both articles divide performance under the contract into specified periods for the purpose of adjusting the contract price. Under § 803.360 (a) the original contract price is exempt from statutory renegotiation for the first period of performance, but under § 803.360 (b) the price for the first period will be adjusted at the end of that period and appropriate credit or refund made, and this adjusted price may be exempted from statutory renegotiation by the contracting officer, as hereafter described. Under both articles the contracting officer and contractor will negotiate at the end of each period on the basis of cost experience and other data, and the contracting officer, at his discretion, may exempt the price so fixed from statutory renegotiation, if he believes that the cost data are sufficiently accurate and that the price is fair to the Government and will not result in excessive profits to the contractor.

§ 812.1242 *Purpose of articles.* These articles are intended to carry out the policy of the War Department to promote efficiency in operation and production, reductions in costs by its contractors, and lower prices to the Government. They are designed to obtain these results as follows:

(a) Since the periods for which prices are fixed are to be relatively short, uncertainty and the risks of future changes in conditions are reduced, and the need for reserves and allowances for contingencies should be correspondingly decreased. At the end of each period, the prices for the next period will be fixed on the basis of recent past experience, current conditions, and more accurate forecasts.

(b) If a firm price exempt from statutory renegotiation during the specified period is granted, the contractor is expected to agree in return to a close price with a narrow profit margin and to rely on his managerial skill to increase his profit by improved methods and efficiency.

(c) If costs are reduced in one period through efficiency, then when the prices are adjusted for the succeeding period, the Government and the contractor will share the benefit of the reduced costs in the form of lower prices but with a higher allowed profit margin.

§ 812.1243 *Use of articles.* In using these articles the following principles will be observed:

(a) Since the operation of these articles requires reliable and accurate data on the actual costs of performance, they will be used only when the contracting officer is convinced that the contractor can and will supply reliable cost information in accordance with the contract provisions. Before using these articles in any contract, the contracting officer will therefore examine and analyze the cost accounting system of the contractor and satisfy himself that it is accurate and adequate for these purposes.

(b) These articles also assume that the costs of performance during a succeeding period can be predicted with reasonable accuracy; otherwise there is no sound basis for predicting the probable profits with assurance, or for exempting them from statutory renegotiation. Accordingly, it will not ordinarily be feasible to use these articles unless the contractor has had previous experience in producing substantially similar articles, or the costs are reasonably standardized or can be accurately determined after a short period of performance.

(c) Section 803.360 (a), which provides for a firm price exempt from statutory renegotiation for the first period of performance, will be used only where accurate data are available at the time the contract is made, on the cost of producing substantially the same articles under substantially the same conditions. In general, it will be used only for repeat orders for materials or equipment previously produced by the same contractor.

(d) Section 803.360 (b), under which the contract price for the first period is readjusted at the end of the period, will be used when the available data on costs of performance are insufficient to allow § 803.360 (a) to be used; but where reasonably accurate costs data will become available toward the end of the first period of performance.

(e) Use of these articles will be limited to contractors who are willing substantially to eliminate allowances in the price for contingencies in view of the short-term pricing and to accept a smaller original profit margin in return for the other benefits of the contract.

(f) The length of the periods of performance to be specified for adjusting the price will depend upon the circumstances of each case. When § 803.360 (b) is used, the first period should be sufficient to allow costs of production to become reasonably stable. The succeeding periods under § 803.360 (b) and all periods under § 803.360 (a) should range from three or four months in most cases up to a maximum of six months where conditions are unusually stable and costs are accurately predictable. Where it will be simpler or more convenient to do so, the contract article may fix the periods by reference to the production or delivery of a prescribed number of articles instead of in terms of days or months, if the length of the periods so fixed will substantially conform to the required duration.

(g) When either § 803.360 (a) or (b) is used, the contract will not include any other provisions for price adjustment (such as escalation, redetermination, upward renegotiation) except (i) the statutory renegotiation article in accordance with § 812.1244, and (ii) provisions for equitable adjustment of the price in case of changes in specifications, deliveries, rates of production, or increased expenses resulting from allocations or other Government action (see § 803.351).

(h) Section 803.360 (a) or (b) will be used only with the permission of the Director, Purchases Division, Headquarters, Army Service Forces. Each request for such permission (i) will show that the principles set forth in the foregoing paragraphs of this section were applied by the contracting officer, (ii) will be sufficiently full and detailed to enable the Director to determine whether the proposed use of the article conforms to these principles, and (iii) will show specifically, the effect of the proposed use of the article on the prices and profits of the contractor under the contract.

§ 812.1244 *Insertion of statutory renegotiation article.* Under both articles (§ 803.360 (a) and (b)) for periodic price adjustment, the contract price for any period (except the first period under § 803.360 (a)) will remain subject to statutory renegotiation under the Renegotiation Act, unless it is exempt under the terms of the statute or is exempted by the contracting officer in the exercise of his discretion under the contract article. Accordingly, any contract which contains an article for periodic adjustment of the contract price will also include the contract article for statutory renegotiation, if it is required by the provisions of § 812.1207 et seq., but an additional sentence will be added to the statutory renegotiation article in such cases. When § 803.360 (a) is used this added sentence will read as follows:

Section (a) of this Article does not apply to the prices fixed for the first period under this contract and exempt from statutory renegotiation by Article ____ or to the prices fixed for any other periods thereunder which are exempted from statutory renegotiation by the Contracting Officer in the exercise of his discretion under that Article.

When § 803.360 (b) is used this added sentence will read as follows:

Section (a) of this Article does not apply to the prices fixed for any period under Article ____ of this contract which are exempted from statutory renegotiation by the Contracting Officer in the exercise of his discretion under that Article.

§ 812.1246 *Price adjustments under the articles.* In the operation of contracts containing § 803.360 (a) or (b), contracting officers will observe the following principles:

(a) When the contractor submits the cost data, estimates, and proposed prices in accordance with the contract terms, the contracting officer will make such tests or checks of the data submitted, by examining the records of the contractor or otherwise, as he deems necessary to satisfy himself of their accuracy and sufficiency.

(b) Negotiations with the contractor to adjust the price will be begun and completed as expeditiously as possible in order to avoid delay in fixing the adjusted price. If, in the opinion of the contracting officer, the contractor unreasonably prolongs or delays the negotiations or refuses to agree upon a reasonable adjusted price, the contracting officer will promptly report the facts to the chief of the technical service who may then initiate appropriate action to protect the interest of the Government either by termination of the contract, by statutory renegotiation of the contract price for any period not exempt therefrom, by compulsory order, or by other means.

(c) In determining the price for the first period under § 803.360 (b) or for succeeding periods under § 803.360 (a) or (b), the contracting officer will allow more liberal profit margins where the contractor by skillful management, careful buying, or efficiency has reduced costs, and will demand lower profit margins where performance has been inefficient or below standard.

(d) The contracting officer will exercise his power to exempt from statutory renegotiation the adjusted prices agreed upon for the first period under § 803.360 (b) or for succeeding periods under § 803.360 (a) or (b), only if he is convinced (1) that the cost data and cost estimates are reliable and provide a sufficient basis for fixing fair adjusted prices for the next period, and (2) that the adjusted prices are fair to the Government and, in his opinion based on the cost data and estimates and other available information, will not result in excessive profits. The contracting officer has full responsibility for granting or withholding the exemption. When he is convinced that the foregoing conditions are met, however, he should ordinarily grant the exemption for the period involved. In making this determination he will consult with the Price Adjustment Section of the technical service.

(e) Whenever the contracting officer grants an exemption under a contract containing either § 803.360 (a) or (b), he will make a report to the Director, Purchases Division, Headquarters, Army Service Forces, stating the adjusted price agreed upon, and containing copies of the data submitted by the contractor and any other data on which the adjusted price was based.

(f) After the entire contract is completed, the contracting officer will request from the contractor a statement showing the actual costs of performing the entire contract, and the prices paid during each period, and will send a copy of the statement to the Director, Purchases Division, Headquarters, Army Service Forces.

§ 812.1247 *Inserting articles in existing contracts.* Where it is practicable and to the advantage of the Government to do so, existing contracts may be amended by supplemental agreement to insert either § 803.360 (a) or (b) upon the conditions prescribed by these regulations, and with the permission of the Director, Purchases Division, Headquarters, Army Service Forces.

SUBPART E—PRICE ADJUSTMENTS WITHOUT CONTRACT PROVISIONS

§ 812.1250 *Scope of section.* (a) As the preceding sections emphasize, war conditions frequently require adjustment of contract terms to prevent unfairness to the contractor or the Government. While the provisions discussed above make the contract terms sufficiently flexible to meet many kinds of changes, they do not cover all contingencies and many contracts do not contain these provisions. Accordingly, contracts must often be amended to adapt them to new or unexpected developments.

(b) Such amendments arise from two main sources: (1) Changes in the procurement program arising from changes in war equipment or in the relative needs for various types of equipment or from other causes; (2) unexpected difficulties by the contractor in performing the contract. This section deals with policies and methods governing both classes of amendment.

§ 812.1251 *Amendments with consideration*—(a) *Price adjustment upward.* The chief of a technical service may amend contracts to increase or modify the price or other contract terms in order to adjust contracts to new conditions:

(1) Whenever the amendment changes the contract specifications, delivery schedules, conditions of manufacture or similar contract terms.

(2) Whenever the amendment restricts or modifies the right of the contractor to perform the contract as he sees fit or on the basis most advantageous to him. Examples are cases where a contractor, who is not bound to do so by his existing contract, agrees to use particular methods of manufacture, substitute materials, specified or costlier sources of supply or subcontractors, or other specified methods or devices to conform with Government policy. (See, for example, § 802.225 (f)).

(3) Wherever the amendment modifies the volume or rate of production so as to affect adversely the contractor's costs (see, for example, §§ 802.227 and 803.307).

(4) In any other case where the amendment is to the advantage of the Government and is based on legal consideration.

The chief of the technical service may make any such amendments in accordance with § 803.306 (c) and following without the approval of higher authority, except as expressly required in those paragraphs.

(b) *Price adjustment downward.* Not all such amendments will require an increase in the price and some will justify a reduction in the price. For example, where the contract is amended to increase production or the rate of production under the contract, the costs of production may be reduced. Inasmuch as many of the fixed expenses have been provided for by the original volume, they should not be charged at all or to the same extent against the increased or accelerated production, and this saving will often more than offset any added costs involved in the increased volume or accelerated rate of production. Accordingly, the effects of any increase, speed-up or other change should be carefully analyzed in each case in order to obtain the proper adjustment.

§ 812.1252 *Amendments without consideration*—(a) *Authority.* Under the First War Powers Act, 1941 and Executive Order No. 9001 the War Department has power to amend and modify contracts without consideration whenever such amendments will facilitate the prosecution of the war. (See § 802.204, and Opinion of The Attorney General dated August 29, 1942). The following paragraphs do not delegate to the technical services any authority to make amendments without consideration. Such amendments will be made only in accordance with §§ 803.306 (d), 803.308a and 803.308b or express authority conferred by other provisions of the regulations (such as § 803.380).

(b) *General policy.* The general policy is to amend contracts to meet changed conditions whenever such action will facilitate the prosecution of the war. A liberal policy of granting amendments in appropriate cases will (1) assist in obtaining close prices and reasonable cost estimates without excessive allowances in the price for contingencies against unforeseen risks, and (2) insure maximum cooperation and production by assuring contractors of fair treatment. By this policy it is believed that the costs of War Department procurement as a whole will be materially reduced and that the efficiency of production will be substantially increased. The general principles for carrying out this policy are stated in the following paragraphs.

(c) *Basic principle.* Any amendment without consideration under authority of the First War Powers Act must be based upon a finding that such action will facilitate the prosecution of the war. Precise rules for deciding whether this finding is justified in a particular case cannot be prescribed, for in each instance the determination is a matter of sound judgment on the basis of all of the facts, but certain guides can be given as to the matters which should be considered and the type of circumstances where relief may be appropriate.

(d) *Types of cases.* While it is obviously impossible to predict or classify all of the grounds upon which amendments without consideration may be appropriately made, examples of certain types or classes of cases where such relief may be proper are as follows:

(1) Where a contractor has suffered or is threatened with loss or diminished profit on a particular contract as a result of a mutual mistake or a bona fide mistake by the contractor alone as to existing fact (for example, through a clerical error or reasonable misunderstanding as to specifications), the contract price or terms should generally be corrected in accordance with the provisions of § 803.308b.

(2) Where a contractor suffers a loss or a diminished profit on a particular contract as a result of Government action, the character of the Government action will generally determine whether any adjustment will be made and its extent.

(i) Where the governmental action is directed primarily at the contractor and is taken by the Government in its capacity as the other contracting party, the price may be equitably adjusted to compensate the contractor for the effect of the action if fairness so requires. Thus where such action by the representatives of the Government, although not creating any liability on its part, increases the cost of performance, or contributes to difficulty encountered by the contractor, considerations of fairness may make appropriate some equitable adjustment of the price or terms.

(ii) Even when the action is not taken by the Government primarily in its capacity as the other contracting party, fairness may sometimes require an equitable adjustment in the contract price or other terms, depending on the nature of the action, the circumstances and the effect on the contractor.

(iii) An increase granted by the Office of Price Administration in the maximum prices established by that Office for materials or component parts required for the manufacture of the articles called for by the contract will not be considered in and of itself sufficient justification for granting an adjustment in price.

(3) Where special circumstances of the war or enemy action have materially affected the conditions of performance of a contract, and the contractor in fixing his prices has not provided contingency reserves adequate to meet them, appropriate amendment or equitable adjustment of the contract may be justified.

(4) Where an actual or threatened loss on a war contract, however caused, will impair the productive capacity or efficiency of a contractor whose continued operation as an efficient source of supply is, in the judgment of the War Department, important to the war effort, the contract will generally be equitably adjusted to the extent necessary to avoid such impairment of his operations insofar as they are important to the war effort.

(5) Where substitution of new contract procedures or provisions will eliminate administrative difficulties, reduce Government costs, expedite production or auditing, aid accounting, save time and expense or simplify procurement, the contract may be so modified even though the Government in a particular instance may receive no other substantial advantage from the modification (see for example § 803.324).

The foregoing types of situations are enumerated as a guide to contracting officers in submitting cases for amendment without consideration. The grounds described are not mutually exclusive. In some instances several of them will exist, and action on one may be justified although the conditions on the other are not met, or the combined effect of all the grounds of relief may be such as to lead to action under the statute. Whether relief will be granted in a particular case depends, of course, on its special facts and on whether the granting of relief in that case or in that class of cases will facilitate the prosecution of the war. This enumeration is not exhaustive and other types of circumstances may meet the conditions necessary for such relief.

(e) *Time of amendments.* All applications for contract adjustments under the First War Powers Act should be handled as promptly as possible after the occasion for relief arises. If action is delayed until the contractor has completed performance the relief may be ineffective, if granted, or may be denied as a matter of administrative judgment. As a general rule relief will be granted less readily in the later stages of contracts. Accordingly, whenever a request for such action is made or it appears likely that it will be made, the technical service should immediately make an investigation to obtain the necessary facts and submit the case without delay. Speedy action will often greatly increase the value of the adjustment to the contractor, and the knowledge of contractors that such relief will be granted expeditiously will aid the Government in obtaining closer pricing and achieving the other desired objectives of this policy.

(f) *Preparation of cases.* In view of the special nature of the power to be exercised, the technical service will develop the facts in each case adequately and prepare a report to be submitted with any request for approval by higher authority and preserved in the records of the technical service. In general, the report should contain information of the following types, so far as relevant to the particular case, and any other pertinent

facts likely to assist in considering the proposed relief:

(i) Brief description of the contract involved:

(i) Date and length of contract; items, delivery schedules, and prices.

(ii) Special clauses for price adjustments; for partial or advance payments; or other special clauses.

(iii) Government-owned, Emergency Plant, or Defense Plant facilities involved, and methods employed to protect any Government interest in facilities of contractor.

(2) Factors creating need for relief:

(i) Nature of item (standard, new or experimental).

(ii) Previous experience of contractor with similar production.

(iii) Changes in conditions or Government action affecting contractor's costs.

(iv) Cost experience of the contractor under the contract, and relation to original estimates.

(v) Reserves or allowances against such contingencies included in original price.

(3) Extent of relief needed:

(i) Financial position of contractor, with supporting balance sheets and profit and loss statements.

(ii) Estimates of future costs under contract.

(iii) Extent of completion, and amounts paid.

(iv) Other war contracts and business of contractor.

(v) Views of contractor on relief appropriate.

(vi) Effect of granting relief on profits of the contractor, and comparison with prices and contracts of other contractors.

(vii) Effect of refusing relief.

(4) Importance of contract or contractor to the prosecution of the war:

(i) Size of contract and need for item.

(ii) Other available sources of supply in comparison with contractor.

(iii) Quality of performance by contractor (rate of production, delays, rejections).

(iv) Probable future orders to contractor; or other war work.

(5) A statement showing whether or not any claim relating to the case is pending before the General Accounting Office.

(6) Statement by the chief of technical service himself, or by an officer specially designated by him to review requests for relief of this type and to make recommendations thereon in his behalf, stating:

(i) The exact relief recommended.

(ii) That in his opinion the granting of the relief recommended will facilitate the prosecution of the war (see paragraph (c)).

(iii) The scope of the investigation of the circumstances made by the technical service.

(iv) The extent of his own review of the facts.

(v) The name, address, and telephone number of the person in the War Department with detailed knowledge of the facts of the case.

(g) *Approvals by Purchases Division, Headquarters.* All necessary approval by higher authority will be obtained in each instance in accordance with §§ 803.306 (a), 803.308a, 803.308b and other sections of these regulations.

SUBPART H—AUDITS AND INSPECTIONS UNDER TITLE XIII OF THE SECOND WAR POWERS ACT

§ 812.1260 *Basic statute.* Title XIII of the Second War Powers Act (Public 507, 77th Congress) provides as follows:

Sec. 1301. The provisions of section 10(1) of an Act approved July 2, 1926 (44 Stat. 787; 10 U. S. C. 310(1)) (giving the Government the right to inspect the plant and audit the books of certain Contractors), shall apply to the plant, books, and records of any contractor with whom a defense contract has been placed at any time after the declaration of emergency on September 8, 1939, and before the termination of the present war: *Provided*, That, for the purpose of this title, the term "defense contract" shall mean any contract, subcontract, or order placed in furtherance of the defense or war effort: *And provided further*, That the inspection and audit authorized herein, and the determination whether a given contract is a "defense contract" as defined above, shall be made by a governmental agency or officer designated by the President, or by the Chairman of the War Production Board.

Sec. 1302. For the purpose of obtaining any information or making any inspection or audit pursuant to section 1301, any agency acting hereunder, or the Chairman of the War Production Board, as the case may be, may administer oaths and affirmations and may require by subpena or otherwise the attendance and testimony of witnesses and the production of any books or records or any other documentary or physical evidence which may be deemed relevant to the inquiry. Such attendance and testimony of witnesses and the production of such books, records, or other documentary or physical evidence may be required at any designated place from any State, Territory, or other place subject to the jurisdiction of the United States: *Provided*, That the production of a person's books, records, or other documentary evidence shall not be required at any place other than the place where such person resides or transacts business, if, prior to the return date specified in the subpena issued with respect thereto, such person furnishes such agency or the Chairman of the War Production Board, as the case may be, with a true copy of such books, records, or other documentary evidence (certified by such person under oath to be a true and correct copy) or enters into a stipulation with such agency or the Chairman of the War Production Board, as the case may be, as to the information contained in such books, records, or other documentary evidence. Witnesses shall be paid the same fees and mileage that are paid witnesses in the courts of the United States. No person shall be excused from attending and testifying or from producing any books, records, or other documentary evidence or certified copies thereof or physical evidence in obedience to any such subpena, or in any action or proceeding which may be instituted under this section, on the ground that the testimony or evidence, documentary or otherwise, required of him may tend to incriminate him or subject him to a penalty or forfeiture; but no individual shall be subject to prosecution and punishment or to any penalty or forfeiture for or on account of any transaction, matter, or thing concerning which he is compelled to testify or produce evidence, documentary or otherwise, after having claimed his privilege against self-incrimination, except that any such individual so testifying shall not be exempt from prosecution and punishment for perjury committed in so testifying. Such agency or the Chairman of the War Production Board shall not publish or disclose any information obtained under this title which such agency or the Chairman of the War Production Board deems confidential or with reference to which a request for confidential treatment is made by the person furnishing such information, unless such agency or the Chairman of the War Production Board determines that the withholding thereof is contrary to the interest of the national defense and security, and anyone violating this provision shall be guilty of a felony and upon conviction thereof shall be fined not exceeding $1,000, or be imprisoned not exceeding two years, or both.

Sec. 1303. In case of contempt by, or refusal to obey a subpena issued to, any person, any agency acting hereunder, or the Chairman of the War Production Board, as the case may be, may invoke the aid of any court of the United States within the jurisdiction of which any investigation or proceeding under this title is carried on, or where such person resides or carries on business, in requiring the attendance and testimony of witnesses and the production of books, records, or other documentary or physical evidence. And such court may issue an order requiring such person to give testimony or produce any books, records, or other documentary or physical evidence touching the matter under investigation or in question; and any failure to obey such order of the court may be punished by such court as contempt thereof. All process in any such case may be served in the judicial district whereof such person is an inhabitant or wherever he may be found. Any person who shall, without just cause, fail or refuse to attend and testify or to answer any lawful inquiry or to produce books, records, or other documentary or physical evidence, if in his power to do so, in obedience to the subpena of any agency acting hereunder, or the Chairman of the War Production Board, as the case may be, shall be guilty of a misdemeanor, and, upon conviction, shall be subject to a fine of not more than $5,000, or to imprisonment for a term of not more than one year, or both.

Sec. 1304. For purposes of this title the term "person" shall include any individual, partnership, association, business trust, corporation, or any organized group of persons, whether incorporated or not.

§ 812.1261 *Executive order.* Under date of April 10, 1942, Executive Order 9127 was issued under the basic statute. This Executive order reads as follows:

EXECUTIVE ORDER 9127

Designating the departments and agencies to inspect the plants and audit the books and records of defense contractors under Title XIII of the Second War Powers Act, 1942.

By virtue of the authority vested in me by the Constitution and laws of the United States, and particularly by Title I of the First War Powers Act, 1941, and Title XIII of the Second War Powers Act, 1942, as President of the United States and Commander in Chief of the Army and Navy of the United States, and in order to prevent the accumulation of unreasonable profits, to avoid waste of Government funds, and to implement other measures which have been undertaken to forestall price rises and inflation, it is hereby ordered as follows:

1. I hereby designate the War Production Board, the War Department, the Navy Department, the Treasury Department, the United States Maritime Commission, and the Reconstruction Finance Corporation as the governmental agencies authorized to inspect the plant and to audit the books and records, as provided by Title XIII of the said Second War Powers Act, 1942. Such inspection and audit and the determination whether a given contract is a defense contract, as defined in Title XIII of the Second War Powers Act, 1942, may be made in the case of (a) any contractor with whom a defense contract has been placed by such agency, or, in the case of the Reconstruction Finance Corporation by any corporation created or organized by it, at any time after the declaration of emergency on September 8, 1939, and before the termination of the present war, and in the case of (b) any subcontractor performing work required by any such defense contract. The Chairman of the War Production Board is authorized to issue rules and regulations and to establish policies to coordinate and govern the War Department, the Navy Department, the Treasury Department, the United States Maritime Commission, and the Reconstruction Finance Corporation in exercising the functions vested in them by this order.

2. The authority herein conferred may be exercised by the Chairman of the War Production Board, the Secretary of War, the Secretary of the Navy, the Secretary of the Treasury, the United States Maritime Commission, and the Board of Directors of the Reconstruction Finance Corporation, respectively, or in their discretion and by their direction, respectively, may be exercised also by and through any officer or officers or civilian officials of their respective departments and agencies designated by them for those purposes. The Chairman of the War Production Board, the Secretary of War, the Secretary of the Navy, the Secretary of the Treasury, the United States Maritime Commission, or the Board of Directors of the Reconstruction Finance Corporation may authorize such officer or officers or civilian officials of their respective departments or agencies to make further delegations of such powers and authority within their respective departments and agencies.

3. In inspecting any plant engaged in producing, manufacturing, processing, constructing, altering, or repairing any defense article of a secret, confidential, or restricted nature, or which is produced, manufactured, processed, constructed, altered or repaired in accordance with or under any secret process, formula, patent, or invention, and in auditing the books and records in connection with any such defense contract, such inspection shall be regarded as secret, confidential, or restricted, as the case may be, and all reports, records, papers, documents, and writings relating to such inspection or audit shall be marked or stamped as secret, confidential, or restricted, as the case may be, and shall be handled in accordance with regulations prescribed and in force in the department or agency concerned relating to the handling of secret, confidential, or restricted matters, reports, records, papers, documents, and writings.

4. The power to administer oaths or affirmations and to issue subpoenas for the attendance of witnesses or the production of books, records, or other documentary or physical evidence deemed relevant to the inquiry, conferred by section 1302, and, through the Department of Justice, the power to invoke the aid of any court of the United States, conferred by section 1303, Title XIII, of said Second War Powers Act, may be exercised, performed, or carried out by the Chairman of the War Production Board, the Secretary of War, the Secretary of the Navy, the Secretary of the Treasury, any member of the United States Maritime Commission or the Chairman of the Board of Directors of the Reconstruction Finance Corporation, as the case may be, or by such other officer or officers or civilian officials as may be authorized, empowered or directed by any of them so to do for his respective department or agency.

5. Nothing herein shall affect or limit the authority and power conferred upon or granted to the Chairman of the War Production Board by Title XIII of said Second War Powers Act, 1942.

FRANKLIN D ROOSEVELT

APRIL 10, 1942.

§ 812.1262 *Delegations of authority under Title XIII of the Second War Powers Act, 1942.* Under date of 2 May 1944 the Secretary of War executed the following delegation of authority:

DELEGATION OF AUTHORITY UNDER TITLE XIII OF THE SECOND WAR POWERS ACT AND EXECUTIVE ORDER NO. 9127

By virtue of the authority vested in me by Title XIII of the Second War Powers Act, 1942 (Public Law No. 507, 77th Congress, approved March 27, 1942) and by Executive Order No. 9127 issued April 10, 1942, I hereby authorize and empower each of the officials designated in the attached list entitled "Group I" and authorize and empower each of the persons named in the attached list entitled "Group II" to exercise for the War Department the authority conferred upon me by Title XIII of said Act and by said Executive Order and either of them. In Group II, designation of rank is that now or formerly held and designation of service or location is that now or formerly applicable to the named individual. Such designations of rank, service or location are merely descriptive and are not in limitation of the authority hereby given to each named individual.

The memorandum for the Under Secretary of War dated 12 August 1943, on the subject "Delegation of Authority Under Title XIII of the Second War Powers Act" and all subdelegations thereunder are hereby superseded, but no action heretofore taken thereunder shall be affected.

[s] HENRY L. STIMSON,
Henry L. Stimson,
Secretary of War.

GROUP I

List of Officials Designated in Connection with Delegation of Authority by the Secretary of War Under Title XIII of the Second War Powers Act and Executive Order No. 9127.

The Commanding General, Army Air Forces.

The Commanding General, Matériel Command, Army Air Forces.

The Commanding General, Army Service Forces.

The Director, Purchases Division, Hqs. Army Service Forces.

The Chief, Chemical Warfare Service.
The Chief of Engineers.
The Chief of Ordnance.
The Quartermaster General.
The Chief Signal Officer.
The Surgeon General.
The Chief of Transportation.

Such designation of officials designates each individual now or hereafter holding any such official position.

GROUP II

Various persons are named in the list entitled "Group II" attached to the foregoing delegation of authority. In case information is desired as to the name of any person or persons contained in such Group II, this information is available from the chiefs of the technical services or the Renegotiation Division, Headquarters, Army Service Forces.

§ 812.1263 *Preliminary steps before audit or subpena.* (a) No audit is to be made or subpena issued without first advising the War Production Board. Communications on this subject should be addressed to Chief, Contract Review Branch, Procurement Policy Division, War Production Board, 4th and Independence Avenue, S. W., Washington 25, D. C. It is the intent of this notification to prevent conflict and duplication. Approval from the War Production Board should therefore be obtained before proceeding.

(b) Before proceeding to investigate contracts under the authority of Title XIII of the Second War Powers Act, 1942, and Executive Order No. 9127, the authorized official should sign a statement as to the existence of "Defense Contracts" under such act and order.

(c) These preliminary steps are directed in the interest of orderly administration, but no failure to take such steps will invalidate action under such act and order.

SUBPART I—MANDATORY PRICING AND REPRICING OF ARTICLES AND SERVICES

§ 812.1270 *Statutory basis for mandatory pricing and repricing.* Section 801 of Title VIII of the Revenue Act of 1943 ("Repricing of War Contracts") provides as follows:

(a) As used in this section the terms "Department," "Secretary," and "article" shall have the same meanings as in subsection (a) of the Renegotiation Act. [See Revenue Act of 1943, sec. 701; see § 812.1201.]

(b) When the Secretary of a Department deems that the price of any article or service of any kind, which is required by his Department or directly or indirectly required, furnished, or offered in connection with, or as a part of, the performance or procurement of any contract with his Department or of any subcontract thereunder, is unreasonable or unfair, the Secretary may require the person furnishing or offering to furnish such article or service to negotiate to fix a fair and reasonable price therefor. If such person refuses to agree to a price for such article or service which the Secretary considers fair and reasonable, the Secretary by order may fix the price payable to such person for furnishing such article or service after the effective date of the order, whether under existing agreements or otherwise. The order may prescribe the period during which the price so fixed shall be effective and such other terms and conditions as the Secretary deems appropriate.

(c) Any person aggrieved by an order fixing a price under this section may sue the United States in any appropriate court. In such suit, such person shall be entitled to recover from the United States the amount of any difference between (1) fair and just compensation for the articles and services furnished under the terms of the order and (2) the price fixed for such articles and services by the order; but if the prices so fixed by the order are found to exceed fair and just compensation for such articles and services, such person shall be liable to the United States in such suit for the amount of this excess. Any such suit shall be brought within six months after the order by the Secretary on which it is based, or after the expiration of the period or periods specified in such order, whichever last occurs. Such a suit shall not stay the order involved.

(d) Whenever any person wilfully refuses or wilfully fails to furnish any such articles or services at the price fixed by an order of the Secretary in accordance with this section, the President shall have power to take immediate possession of the plant or plants of such person and to operate them in accordance with Section 9 of the Selective Training and Service Act of 1940 as amended.

(e) The authority and discretion herein conferred upon the Secretary of each Department may be delegated in whole or in part by him to such individuals or agencies as he may designate in his Department, or in any other Department with the consent of the Secretary of that Department, and he may authorize such individuals or agencies

available toward the end of the first period of performance.

(e) Use of these articles will be limited to contractors who are willing substantially to eliminate allowances in the price for contingencies in view of the short-term pricing and to accept a smaller original profit margin in return for the other benefits of the contract.

(f) The length of the periods of performance to be specified for adjusting the price will depend upon the circumstances of each case. When § 803.360 (b) is used, the first period should be sufficient to allow costs of production to become reasonably stable. The succeeding periods under § 803.360 (b) and all periods under § 803.360 (a) should range from three or four months in most cases up to a maximum of six months where conditions are unusually stable and costs are accurately predictable. Where it will be simpler or more convenient to do so, the contract article may fix the periods by reference to the production or delivery of a prescribed number of articles instead of in terms of days or months, if the length of the periods so fixed will substantially conform to the required duration.

(g) When either § 803.360 (a) or (b) is used, the contract will not include any other provisions for price adjustment (such as escalation, redetermination, upward renegotiation) except (i) the statutory renegotiation article in accordance with § 812.1244, and (ii) provisions for equitable adjustment of the price in case of changes in specifications, deliveries, rates of production, or increased expenses resulting from allocations or other Government action (see § 803.351).

(h) Section 803.360 (a) or (b) will be used only with the permission of the Director, Purchases Division, Headquarters, Army Service Forces. Each request for such permission (i) will show that the principles set forth in the foregoing paragraphs of this section were applied by the contracting officer, (ii) will be sufficiently full and detailed to enable the Director to determine whether the proposed use of the article conforms to these principles, and (iii) will show specifically, the effect of the proposed use of the article on the prices and profits of the contractor under the contract.

§ 812.1244 *Insertion of statutory renegotiation article.* Under both articles (§ 803.360 (a) and (b)) for periodic price adjustment, the contract price for any period (except the first period under § 803.360 (a)) will remain subject to statutory renegotiation under the Renegotiation Act, unless it is exempt under the terms of the statute or is exempted by the contracting officer in the exercise of his discretion under the contract article. Accordingly, any contract which contains an article for periodic adjustment of the contract price will also include the contract article for statutory

to the prices fixed for the first period under this contract and exempt from statutory renegotiation by Article ____ or to the prices fixed for any other periods thereunder which are exempted from statutory renegotiation by the Contracting Officer in the exercise of his discretion under that Article.

When § 803.360 (b) is used this added sentence will read as follows:

Section (a) of this Article does not apply to the prices fixed for any period under Article ____ of this contract which are exempted from statutory renegotiation by the Contracting Officer in the exercise of his discretion under that Article.

§ 812.1246 *Price adjustments under the articles.* In the operation of contracts containing § 803.360 (a) or (b), contracting officers will observe the following principles:

(a) When the contractor submits the cost data, estimates, and proposed prices in accordance with the contract terms, the contracting officer will make such tests or checks of the data submitted, by examining the records of the contractor or otherwise, as he deems necessary to satisfy himself of their accuracy and sufficiency.

(b) Negotiations with the contractor to adjust the price will be begun and completed as expeditiously as possible in order to avoid delay in fixing the adjusted price. If, in the opinion of the contracting officer, the contractor unreasonably prolongs or delays the negotiations or refuses to agree upon a reasonable adjusted price, the contracting officer will promptly report the facts to the chief of the technical service who may then initiate appropriate action to protect the interest of the Government either by termination of the contract, by statutory renegotiation of the contract price for any period not exempt therefrom, by compulsory order, or by other means.

(c) In determining the price for the first period under § 803.360 (b) or for succeeding periods under § 803.360 (a) or (b), the contracting officer will allow more liberal profit margins where the contractor by skillful management, careful buying, or efficiency has reduced costs, and will demand lower profit margins where performance has been inefficient or below standard.

(d) The contracting officer will exercise his power to exempt from statutory renegotiation the adjusted prices agreed upon for the first period under § 803.360 (b) or for succeeding periods under § 803.360 (a) or (b), only if he is convinced (1) that the cost data and cost estimates are reliable and provide a sufficient basis for fixing fair adjusted prices for the next period, and (2) that the adjusted prices are fair to the Government and, in his opinion based on the cost data and estimates and other available information, will not result in excessive profits. The contracting officer has full responsibility for granting or withgrants an exemption under a contract containing either § 803.360 (a) or (b), he will make a report to the Director, Purchases Division, Headquarters, Army Service Forces, stating the adjusted price agreed upon, and containing copies of the data submitted by the contractor and any other data on which the adjusted price was based.

(f) After the entire contract is completed, the contracting officer will request from the contractor a statement showing the actual costs of performing the entire contract, and the prices paid during each period, and will send a copy of the statement to the Director, Purchases Division, Headquarters, Army Service Forces.

§ 812.1247 *Inserting articles in existing contracts.* Where it is practicable and to the advantage of the Government to do so, existing contracts may be amended by supplemental agreement to insert either § 803.360 (a) or (b) upon the conditions prescribed by these regulations, and with the permission of the Director, Purchases Division, Headquarters, Army Service Forces.

SUBPART E—PRICE ADJUSTMENTS WITHOUT CONTRACT PROVISIONS

§ 812.1250 *Scope of section.* (a) As the preceding sections emphasize, war conditions frequently require adjustment of contract terms to prevent unfairness to the contractor or the Government. While the provisions discussed above make the contract terms sufficiently flexible to meet many kinds of changes, they do not cover all contingencies and many contracts do not contain these provisions. Accordingly, contracts must often be amended to adapt them to new or unexpected developments.

(b) Such amendments arise from two main sources: (1) Changes in the procurement program arising from changes in war equipment or in the relative needs for various types of equipment or from other causes; (2) unexpected difficulties by the contractor in performing the contract. This section deals with policies and methods governing both classes of amendment.

§ 812.1251 *Amendments with consideration*—(a) *Price adjustment upward.* The chief of a technical service may amend contracts to increase or modify the price or other contract terms in order to adjust contracts to new conditions:

(1) Whenever the amendment changes the contract specifications, delivery schedules, conditions of manufacture or similar contract terms.

(2) Whenever the amendment restricts or modifies the right of the contractor to perform the contract as he sees fit or on the basis most advantageous to him. Examples are cases where a contractor, who is not bound to do so by his existing contract, agrees to use particular methods of manufacture, substitute

facts likely to assist in considering the

each instance in accordance with

information obtained under this title which

such agency or the Chairman of the War

costs (see, for example, §§ 802.227 and 803.307).

(4) In any other case where the amendment is to the advantage of the Government and is based on legal consideration.

The chief of the technical service may make any such amendments in accordance with § 803.306 (c) and following without the approval of higher authority, except as expressly required in those paragraphs.

(b) *Price adjustment downward.* Not all such amendments will require an increase in the price and some will justify a reduction in the price. For example, where the contract is amended to increase production or the rate of production under the contract, the costs of production may be reduced. Inasmuch as many of the fixed expenses have been provided for by the original volume, they should not be charged at all or to the same extent against the increased or accelerated production, and this saving will often more than offset any added costs involved in the increased volume or accelerated rate of production. Accordingly, the effects of any increase, speed-up or other change should be carefully analyzed in each case in order to obtain the proper adjustment.

§ 812.1252 *Amendments without consideration*—(a) *Authority.* Under the First War Powers Act, 1941 and Executive Order No. 9001 the War Department has power to amend and modify contracts without consideration whenever such amendments will facilitate the prosecution of the war. (See § 802.204, and Opinion of The Attorney General dated August 29, 1942). The following paragraphs do not delegate to the technical services any authority to make amendments without consideration. Such amendments will be made only in accordance with §§ 803.306 (d), 803.308a and 803.308b or express authority conferred by other provisions of the regulations (such as § 803.380).

(b) *General policy.* The general policy is to amend contracts to meet changed conditions whenever such action will facilitate the prosecution of the war. A liberal policy of granting amendments in appropriate cases will (1) assist in obtaining close prices and reasonable cost estimates without excessive allowances in the price for contingencies against unforeseen risks, and (2) insure maximum cooperation and production by assuring contractors of fair treatment. By this policy it is believed that the costs of War Department procurement as a whole will be materially reduced and that the efficiency of production will be substantially increased. The general principles for carrying out this policy are stated in the following paragraphs.

stance the determination is a matter of sound judgment on the basis of all of the facts, but certain guides can be given as to the matters which should be considered and the type of circumstances where relief may be appropriate.

(d) *Types of cases.* While it is obviously impossible to predict or classify all of the grounds upon which amendments without consideration may be appropriately made, examples of certain types or classes of cases where such relief may be proper are as follows:

(1) Where a contractor has suffered or is threatened with loss or diminished profit on a particular contract as a result of a mutual mistake or a bona fide mistake by the contractor alone as to existing fact (for example, through a clerical error or reasonable misunderstanding as to specifications), the contract price or terms should generally be corrected in accordance with the provisions of § 803.308b.

(2) Where a contractor suffers a loss or a diminished profit on a particular contract as a result of Government action, the character of the Government action will generally determine whether any adjustment will be made and its extent.

(i) Where the governmental action is directed primarily at the contractor and is taken by the Government in its capacity as the other contracting party, the price may be equitably adjusted to compensate the contractor for the effect of the action if fairness so requires. Thus where such action by the representatives of the Government, although not creating any liability on its part, increases the cost of performance, or contributes to difficulty encountered by the contractor, considerations of fairness may make appropriate some equitable adjustment of the price or terms.

(ii) Even when the action is not taken by the Government primarily in its capacity as the other contracting party, fairness may sometimes require an equitable adjustment in the contract price or other terms, depending on the nature of the action, the circumstances and the effect on the contractor.

(iii) An increase granted by the Office of Price Administration in the maximum prices established by that Office for materials or component parts required for the manufacture of the articles called for by the contract will not be considered in and of itself sufficient justification for granting an adjustment in price.

(3) Where special circumstances of the war or enemy action have materially affected the conditions of performance of a contract, and the contractor in fixing his prices has not provided contingency reserves adequate to meet them, appropriate amendment or equitable adjustment of the contract may be justified.

adjusted to the extent necessary to avoid such impairment of his operations insofar as they are important to the war effort.

(5) Where substitution of new contract procedures or provisions will eliminate administrative difficulties, reduce Government costs, expedite production or auditing, aid accounting, save time and expense or simplify procurement, the contract may be so modified even though the Government in a particular instance may receive no other substantial advantage from the modification (see for example § 803.324).

The foregoing types of situations are enumerated as a guide to contracting officers in submitting cases for amendment without consideration. The grounds described are not mutually exclusive. In some instances several of them will exist, and action on one may be justified although the conditions on the other are not met, or the combined effect of all the grounds of relief may be such as to lead to action under the statute. Whether relief will be granted in a particular case depends, of course, on its special facts and on whether the granting of relief in that case or in that class of cases will facilitate the prosecution of the war. This enumeration is not exhaustive and other types of circumstances may meet the conditions necessary for such relief.

(e) *Time of amendments.* All applications for contract adjustments under the First War Powers Act should be handled as promptly as possible after the occasion for relief arises. If action is delayed until the contractor has completed performance the relief may be ineffective, if granted, or may be denied as a matter of administrative judgment. As a general rule relief will be granted less readily in the later stages of contracts. Accordingly, whenever a request for such action is made or it appears likely that it will be made, the technical service should immediately make an investigation to obtain the necessary facts and submit the case without delay. Speedy action will often greatly increase the value of the adjustment to the contractor, and the knowledge of contractors that such relief will be granted expeditiously will aid the Government in obtaining closer pricing and achieving the other desired objectives of this policy.

(f) *Preparation of cases.* In view of the special nature of the power to be exercised, the technical service will develop the facts in each case adequately and prepare a report to be submitted with any request for approval by higher authority and preserved in the records of the technical service. In general, the report should contain information of the following types, so far as relevant to the particular case, and any other pertinent

be made in the case of (a) any contractor with whom a defense contract has been placed by such agency, or, in the case of the Recon-

§ 812.1262 *Delegations of authority under Title XIII of the Second War Powers Act, 1942.* Under date of 2 May

Board should therefore be obtained before proceeding.

(b) Before proceeding to investigate contracts under the authority of Title

facts likely to assist in considering the proposed relief:

(1) Brief description of the contract involved:

(i) Date and length of contract; items, delivery schedules, and prices.

(ii) Special clauses for price adjustments; for partial or advance payments; or other special clauses.

(iii) Government-owned, Emergency Plant, or Defense Plant facilities involved, and methods employed to protect any Government interest in facilities of contractor.

(2) Factors creating need for relief:

(i) Nature of item (standard, new or experimental).

(ii) Previous experience of contractor with similar production.

(iii) Changes in conditions or Government action affecting contractor's costs.

(iv) Cost experience of the contractor under the contract, and relation to original estimates.

(v) Reserves or allowances against such contingencies included in original price.

(3) Extent of relief needed:

(i) Financial position of contractor, with supporting balance sheets and profit and loss statements.

(ii) Estimates of future costs under contract.

(iii) Extent of completion, and amounts paid.

(iv) Other war contracts and business of contractor.

(v) Views of contractor on relief appropriate.

(vi) Effect of granting relief on profits of the contractor, and comparison with prices and contracts of other contractors.

(vii) Effect of refusing relief.

(4) Importance of contract or contractor to the prosecution of the war:

(i) Size of contract and need for item.

(ii) Other available sources of supply in comparison with contractor.

(iii) Quality of performance by contractor (rate of production, delays, rejections).

(iv) Probable future orders to contractor; or other war work.

(5) A statement showing whether or not any claim relating to the case is pending before the General Accounting Office.

(6) Statement by the chief of technical service himself, or by an officer specially designated by him to review requests for relief of this type and to make recommendations thereon in his behalf, stating:

(i) The exact relief recommended.

(ii) That in his opinion the granting of the relief recommended will facilitate the prosecution of the war (see paragraph (c)).

(iii) The scope of the investigation of the circumstances made by the technical service.

(iv) The extent of his own review of the facts.

(v) The name, address, and telephone number of the person in the War Department with detailed knowledge of the facts of the case.

(g) *Approvals by Purchases Division, Headquarters.* All necessary approval by higher authority will be obtained in each instance in accordance with §§ 803.306 (a), 803.308a, 803.308b and other sections of these regulations.

SUBPART H—AUDITS AND INSPECTIONS UNDER TITLE XIII OF THE SECOND WAR POWERS ACT

§ 812.1260 *Basic statute.* Title XIII of the Second War Powers Act (Public 507, 77th Congress) provides as follows:

Sec. 1301. The provisions of section 10(1) of an Act approved July 2, 1926 (44 Stat. 787; 10 U. S. C. 310(1)) (giving the Government the right to inspect the plant and audit the books of certain Contractors), shall apply to the plant, books, and records of any contractor with whom a defense contract has been placed at any time after the declaration of emergency on September 8, 1939, and before the termination of the present war: *Provided*, That, for the purpose of this title, the term "defense contract" shall mean any contract, subcontract, or order placed in furtherance of the defense or war effort: *And provided further*, That the inspection and audit authorized herein, and the determination whether a given contract is a "defense contract" as defined above, shall be made by a governmental agency or officer designated by the President, or by the Chairman of the War Production Board.

Sec. 1302. For the purpose of obtaining any information or making any inspection or audit pursuant to section 1301, any agency acting hereunder, or the Chairman of the War Production Board, as the case may be, may administer oaths and affirmations and may require by subpena or otherwise the attendance and testimony of witnesses and the production of any books or records or any other documentary or physical evidence which may be deemed relevant to the inquiry. Such attendance and testimony of witnesses and the production of such books, records, or other documentary or physical evidence may be required at any designated place from any State, Territory, or other place subject to the jurisdiction of the United States: *Provided*, That the production of a person's books, records, or other documentary evidence shall not be required at any place other than the place where such person resides or transacts business, if, prior to the return date specified in the subpena issued with respect thereto, such person furnishes such agency or the Chairman of the War Production Board, as the case may be, with a true copy of such books, records, or other documentary evidence (certified by such person under oath to be a true and correct copy) or enters into a stipulation with such agency or the Chairman of the War Production Board, as the case may be, as to the information contained in such books, records, or other documentary evidence. Witnesses shall be paid the same fees and mileage that are paid witnesses in the courts of the United States. No person shall be excused from attending and testifying or from producing any books, records, or other documentary evidence or certified copies thereof or physical evidence in obedience to any such subpena, or in any action or proceeding which may be instituted under this section, on the ground that the testimony or evidence, documentary or otherwise, required of him may tend to incriminate him or subject him to a penalty or forfeiture; but no individual shall be subject to prosecution and punishment or to any penalty or forfeiture for or on account of any transaction, matter, or thing concerning which he is compelled to testify or produce evidence, documentary or otherwise, after having claimed his privilege against self-incrimination, except that any such individual so testifying shall not be exempt from prosecution and punishment for perjury committed in so testifying. Such agency or the Chairman of the War Production Board shall not publish or disclose any information obtained under this title which such agency or the Chairman of the War Production Board deems confidential or with reference to which a request for confidential treatment is made by the person furnishing such information, unless such agency or the Chairman of the War Production Board determines that the withholding thereof is contrary to the interest of the national defense and security; and anyone violating this provision shall be guilty of a felony and upon conviction thereof shall be fined not exceeding $1,000, or be imprisoned not exceeding two years, or both.

Sec. 1303. In case of contempt by, or refusal to obey a subpena issued to, any person, any agency acting hereunder, or the Chairman of the War Production Board, as the case may be, may invoke the aid of any court of the United States within the jurisdiction of which any investigation or proceeding under this title is carried on, or where such person resides or carries on business, in requiring the attendance and testimony of witnesses and the production of books, records, or other documentary or physical evidence. And such court may issue an order requiring such person to give testimony or produce any books, records, or other documentary or physical evidence touching the matter under investigation or in question; and any failure to obey such order of the court may be punished by such court as contempt thereof. All process in any such case may be served in the judicial district whereof such person is an inhabitant or wherever he may be found. Any person who shall, without just cause, fail or refuse to attend and testify or to answer any lawful inquiry or to produce books, records, or other documentary or physical evidence, if in his power to do so, in obedience to the subpena of any agency acting hereunder, or the Chairman of the War Production Board, as the case may be, shall be guilty of a misdemeanor, and, upon conviction, shall be subject to a fine of not more than $5,000, or to imprisonment for a term of not more than one year, or both.

Sec. 1304. For purposes of this title the term "person" shall include any individual, partnership, association, business trust, corporation, or any organized group of persons, whether incorporated or not.

§ 812.1261 *Executive order.* Under date of April 10, 1942, Executive Order 9127 was issued under the basic statute. This Executive order reads as follows:

EXECUTIVE ORDER 9127

Designating the departments and agencies to inspect the plants and audit the books and records of defense contractors under Title XIII of the Second War Powers Act, 1942.

By virtue of the authority vested in me by the Constitution and laws of the United States, and particularly by Title I of the First War Powers Act, 1941, and Title XIII of the Second War Powers Act, 1942, as President of the United States and Commander in Chief of the Army and Navy of the United States, and in order to prevent the accumulation of unreasonable profits, to avoid waste of Government funds, and to implement other measures which have been undertaken to forestall price rises and inflation, it is hereby ordered as follows:

1. I hereby designate the War Production Board, the War Department, the Navy Department, the Treasury Department, the United States Maritime Commission, and the Reconstruction Finance Corporation as the governmental agencies authorized to inspect the plant and to audit the books and records, as provided by Title XIII of the said Second War Powers Act, 1942. Such inspection and audit and the determination whether a given contract is a defense contract, as defined in Title XIII of the Second War Powers Act, 1942, may be made in the case of (a) any contractor with whom a defense contract has been placed by such agency, or, in the case of the Reconstruction Finance Corporation by any corporation created or organized by it, at any time after the declaration of emergency on September 8, 1939, and before the termination of the present war, and in the case of (b) any subcontractor performing work required by any such defense contract. The Chairman of the War Production Board is authorized to issue rules and regulations and to establish policies to coordinate and govern the War Department, the Navy Department, the Treasury Department, the United States Maritime Commission, and the Reconstruction Finance Corporation in exercising the functions vested in them by this order.

2. The authority herein conferred may be exercised by the Chairman of the War Production Board, the Secretary of War, the Secretary of the Navy, the Secretary of the Treasury, the United States Maritime Commission, and the Board of Directors of the Reconstruction Finance Corporation, respectively, or in their discretion and by their direction, respectively, may be exercised also by and through any officer or officers or civilian officials of their respective departments and agencies designated by them for those purposes. The Chairman of the War Production Board, the Secretary of War, the Secretary of the Navy, the Secretary of the Treasury, the United States Maritime Commission, or the Board of Directors of the Reconstruction Finance Corporation may authorize such officer or officers or civilian officials of their respective departments or agencies to make further delegations of such powers and authority within their respective departments and agencies.

3. In inspecting any plant engaged in producing, manufacturing, processing, constructing, altering, or repairing any defense article of a secret, confidential, or restricted nature, or which is produced, manufactured, processed, constructed, altered or repaired in accordance with or under any secret process, formula, patent, or invention, and in auditing the books and records in connection with any such defense contract, such inspection shall be regarded as secret, confidential, or restricted, as the case may be, and all reports, records, papers, documents, and writings relating to such inspection or audit shall be marked or stamped as secret, confidential, or restricted, as the case may be, and shall be handled in accordance with regulations prescribed and in force in the department or agency concerned relating to the handling of secret, confidential, or restricted matters, reports, records, papers, documents, and writings.

4. The power to administer oaths or affirmations and to issue subpoenas for the attendance of witnesses or the production of books, records, or other documentary or physical evidence deemed relevant to the inquiry, conferred by section 1302, and, through the Department of Justice, the power to invoke the aid of any court of the United States, conferred by section 1303, Title XIII, of said Second War Powers Act, may be exercised, performed, or carried out by the Chairman of the War Production Board, the Secretary of War, the Secretary of the Navy, the Secretary of the Treasury, any member of the United States Maritime Commission or the Chairman of the Board of Directors of the Reconstruction Finance Corporation, as the case may be, or by such other officer or officers or civilian officials as may be authorized, empowered or directed by any of them so to do for his respective department or agency.

5. Nothing herein shall affect or limit the authority and power conferred upon or granted to the Chairman of the War Production Board by Title XIII of said Second War Powers Act, 1942.

FRANKLIN D ROOSEVELT

APRIL 10, 1942.

§ 812.1262 *Delegations of authority under Title XIII of the Second War Powers Act, 1942.* Under date of 2 May 1944 the Secretary of War executed the following delegation of authority:

DELEGATION OF AUTHORITY UNDER TITLE XIII OF THE SECOND WAR POWERS ACT AND EXECUTIVE ORDER No. 9127

By virtue of the authorty vested in me by Title XIII of the Second War Powers Act, 1942 (Public Law No. 507, 77th Congress, approved March 27, 1942) and by Executive Order No. 9127 issued April 10, 1942, I hereby authorize and empower each of the officials designated in the attached list entitled "Group I" and authorize and empower each of the persons named in the attached list entitled "Group II" to exercise for the War Department the authority conferred upon me by Title XIII of said Act and by said Executive Order and either of them. In Group II, designation of rank is that now or formerly held and designation of service or location is that now or formerly applicable to the named individual. Such designations of rank, service or location are merely descriptive and are not in limitation of the authority hereby given to each named individual.

The memorandum for the Under Secretary of War dated 12 August 1943, on the subject "Delegation of Authority Under Title XIII of the Second War Powers Act" and all subdelegations thereunder are hereby superseded, but no action heretofore taken thereunder shall be affected.

[S] HENRY L. STIMSON,
Henry L. Stimson,
Secretary of War.

GROUP I

List of Officials Designated in Connection with Delegation of Authority by the Secretary of War Under Title XIII of the Second War Powers Act and Executive Order No. 9127.

The Commanding General, Army Air Forces.

The Commanding General, Matériel Command, Army Air Forces.

The Commanding General, Army Service Forces.

The Director, Purchases Division, Hqs. Army Service Forces.

The Chief, Chemical Warfare Service.
The Chief of Engineers.
The Chief of Ordnance.
The Quartermaster General.
The Chief Signal Officer.
The Surgeon General.
The Chief of Transportation.

Such designation of officials designates each individual now or hereafter holding any such official position.

GROUP II

Various persons are named in the list entitled "Group II" attached to the foregoing delegation of authority. In case information is desired as to the name of any person or persons contained in such Group II, this information is available from the chiefs of the technical services or the Renegotiation Division, Headquarters, Army Service Forces.

§ 812.1263 *Preliminary steps before audit or subpena.* (a) No audit is to be made or subpena issued without first advising the War Production Board. Communications on this subject should be addressed to Chief, Contract Review Branch, Procurement Policy Division, War Production Board, 4th and Independence Avenue, S. W., Washington 25, D. C. It is the intent of this notification to prevent conflict and duplication. Approval from the War Production Board should therefore be obtained before proceeding.

(b) Before proceeding to investigate contracts under the authority of Title XIII of the Second War Powers Act, 1942, and Executive Order No. 9127, the authorized official should sign a statement as to the existence of "Defense Contracts" under such act and order.

(c) These preliminary steps are directed in the interest of orderly administration, but no failure to take such steps will invalidate action under such act and order.

SUBPART I—MANDATORY PRICING AND REPRICING OF ARTICLES AND SERVICES

§ 812.1270 *Statutory basis for mandatory pricing and repricing.* Section 801 of Title VIII of the Revenue Act of 1943 ("Repricing of War Contracts") provides as follows:

(a) As used in this section the terms "Department," "Secretary," and "article" shall have the same meanings as in subsection (a) of the Renegotiation Act. [See Revenue Act of 1943, sec. 701; see § 812.1201.]

(b) When the Secretary of a Department deems that the price of any article or service of any kind, which is required by his Department or directly or indirectly required, furnished, or offered in connection with, or as a part of, the performance or procurement of any contract with his Department or of any subcontract thereunder, is unreasonable or unfair, the Secretary may require the person furnishing or offering to furnish such article or service to negotiate to fix a fair and reasonable price therefor. If such person refuses to agree to a price for such article or service which the Secretary considers fair and reasonable, the Secretary by order may fix the price payable to such person for furnishing such article or service after the effective date of the order, whether under existing agreements or otherwise. The order may prescribe the period during which the price so fixed shall be effective and such other terms and conditions as the Secretary deems appropriate.

(c) Any person aggrieved by an order fixing a price under this section may sue the United States in any appropriate court. In such suit, such person shall be entitled to recover from the United States the amount of any difference between (1) fair and just compensation for the articles and services furnished under the terms of the order and (2) the price fixed for such articles and services by the order; but if the prices so fixed by the order are found to exceed fair and just compensation for such articles and services, such person shall be liable to the United States in such suit for the amount of this excess. Any such suit shall be brought within six months after the order by the Secretary on which it is based, or after the expiration of the period or periods specified in such order, whichever last occurs. Such a suit shall not stay the order involved.

(d) Whenever any person wilfully refuses or wilfully fails to furnish any such articles or services at the price fixed by an order of the Secretary in accordance with this section, the President shall have power to take immediate possession of the plant or plants of such person and to operate them in accordance with Section 9 of the Selective Training and Service Act of 1940 as amended.

(e) The authority and discretion herein conferred upon the Secretary of each Department may be delegated in whole or in part by him to such individuals or agencies as he may designate in his Department, or in any other Department with the consent of the Secretary of that Department, and he may authorize such individuals or agencies

to make further delegations of such authority and discretion.

(f) Every purchase order or agreement, or contract to make or furnish any article or service of any kind, which is required by a Department or directly or indirectly required, furnished, or offered in connection with, or as a part of, the performance or procurement of any contract with such Department or of any subcontract thereunder, shall, if made thirty days or more after the date of the enactment of this Act, be deemed to contain a provision under which the person making or furnishing such article or service agrees that notwithstanding other provisions of the purchase order, agreement, or contract, he shall be entitled to receive for such article or service only the fair and just compensation provided for in subsection (c).

§ 812.1271 *Delegations of authority.* The Secretary of War has assigned and delegated all of the powers, functions, duties and discretion conferred upon him by section 801 to the Under Secretary of War.

(a) Under date of 17 May 1944, the Under Secretary of War issued the following memoranda:

(1) Memorandum for The Commanding General, Army Service Forces.

Subject: Delegation of authority under Section 801 of the Revenue Act of 1943.

1. The Secretary of War has assigned and delegated to me all of the powers, functions, duties and discretion conferred upon him by Section 801 of the Revenue Act of 1943.

2. I hereby delegate to you with respect to the Army Service Forces and to procurement dealt with by the Army Service Forces the powers, functions, duties and discretion conferred upon the Secretary of War by Section 801 of the Revenue Act of 1943, and by him delegated to me.

3. The Commanding General, Army Service Forces, may prescribe, by Procurement Regulations, manuals, or otherwise, rules and regulations, which have been cleared with the Army Air Forces in the manner provided in paragraph 107.4 of War Department Procurement Regulations, governing the exercise throughout the War Department of the authority granted to the Secretary of War under Title VIII of the Revenue Act of 1943, and, without any limitation of the generality of the foregoing, such rules and regulations may require that (a) matters arising under said Title VIII of the Revenue Act of 1943 be submitted for approval or instructions to, and (b) that any proposed redelegations of such authority be subject to the approval of, the Director, Purchases Division, Headquarters, Army Service Forces, or whomsoever the Director, Purchases Division, may designate.

4. Any of the powers, functions, duties and discretion hereby delegated to you may be exercised by you through such officers, civilian employees or agencies of the War Department as may be designated in writing by you or by any person whom you have authorized to make such designation with such powers or delegation and successive redelegation as you may deem appropriate.

ROBERT P. PATTERSON,
Under Secretary of War.

(2) Memorandum for Brigadier General Albert J. Browning, Special Representative of the Under Secretary of War and to any person acting for the time being as such Special Representative.

Subject: Delegation of authority under Section 801 of the Revenue Act of 1943.

1. The Secretary of War has assigned and delegated to me all of the powers, functions, duties and discretion conferred upon him by Section 801 of the Revenue Act of 1943.

2. I hereby delegate to you with respect to the Army Air Forces and to procurement dealt with by the Army Air Forces the powers, functions, duties and discretion conferred upon the Secretary of War by Section 801 of the Revenue Act of 1943 and by him delegated to me, provided, however, that any regulations, directives, or instructions of general application issued by you shall be subject to and in conformity with such rules and regulations as may be issued pursuant to paragraph 3 of a memorandum for the Commanding General, Army Service Forces, subject as above, dated 17 May 1944.

3. Any of the powers, functions, duties and discretion hereby delegated to you may be exercised by you through such officers, civilian employees or agencies of the War Department as may be designated in writing by you or by any person whom you have authorized to make such designation with such powers of delegation and successive redelegation as you may deem appropriate.

4. Any person acting at any time as Director, Purchases Division, Headquarters, Army Service Forces, may exercise all the powers, functions, duties and discretion hereby delegated, and act as my Special Representative.

ROBERT P. PATTERSON,
Under Secretary of War.

(b) *Authority delegated by these procurement regulations.* Subject to any restrictions provided by these procurement regulations (see paragraph (c)) or by manuals, rules or regulations issued pursuant to paragraph 3 of the memorandum for the Commanding General, Army Service Forces, dated 17 May 1944 (see paragraph (a) (1) of this section) upon the exercise of the authority delegated in this paragraph, there are hereby delegated to each of the chiefs of the technical services the powers, functions, duties, and discretion heretofore delegated by paragraph 2 of the memoranda set forth in paragraph (a) from the Under Secretary of War to the Commanding General, Army Service Forces and to his Special Representative. The powers, functions, duties and discretion herein delegated may be exercised by the chiefs of the technical services through such officers, civilian employees or agencies under their supervision as may be designated in writing by them, or by any person authorized by them to make such designation, with such powers of delegation or redelegation as they deem appropriate.

(c) *Limitation upon redelegation of authority.* All redelegations of the authority delegated by paragraph (b) made by the chiefs of the technical services will be subject to the prior written approval of the Director, Purchases Division, or whomsoever he may designate, except:

(1) Redelegations to persons in the headquarters offices of the Army Air Forces,

(2) Redelegations to persons in the headquarters offices of the major commands within the Army Air Forces, and

(3) Redelegations to persons in the headquarters offices of the chiefs of the technical services of the Army Service Forces.

§ 812.1272 *Definitions.* When used in this Subpart I of this part:

(a) The term "section 801" means Title VIII, section 801 of the Revenue Act of 1943.

(b) The term "article" means article and service or "article or service" as may be appropriate.

(c) The term "deems that a price is unfair or unreasonable" means is of the opinion or tentative judgment, in the light of available and pertinent information, that the price is unfair or unreasonable.

(d) The term "subcontract" means any contract, purchase order or other agreement to make or furnish any article or to perform any service required for the performance, directly or indirectly, for, or in connection with, the performance of any contract with the War Department.

(e) The term "Director, Purchases Division" means the Director, Purchases Division, Headquarters, Army Service Forces, acting as such or, in respect of Army Air Force matters, as the Special Representative of the Under Secretary of War, or any person whom he may have authorized to act for him.

(f) The term "chief of a technical service" has the meaning set out in §§ 801.107 (i), 801.108 (d) and (e), except that delegations of the authority conferred by section 801 shall be subject to the limitations and restrictions stated in § 812.1271 (b) and (c) and shall include any person to whom he has delegated, with the approval provided for in §812.1271 (c), the authority delegated to him under section 801; and the term "technical service" shall be deemed to include the plural as well as the singular when consistent with the context.

§ 812.1273 *Scope of statute.* (a) Section 801 authorizes the Secretary of War, in any case in which he deems the price of any article or service which is directly or indirectly required by the War Department to be unreasonable or unfair (1) to require the person furnishing or offering to furnish such article or service to negotiate to fix a fair and reasonable price therefor and (2), in the event such person refuses to agree to a price which the Secretary of War considers fair and reasonable, to fix by order the price payable to such person for furnishing such article or service after the effective date of the order.

(b) Section 801 authorizes such action with respect to prices of specific articles (which are defined by the statute as "any material, part, assembly, machinery, equipment, or other personal property") and services (which include among others, engineering and other services furnished by a licensor in connection with a patent license)—rather than with respect to total contract values or profits which may be realized under the contract. The authority conferred is exercisable with respect to the prices of such articles or services (1) generally; or (2) under the terms or circumstances of a particular contract, subcontract or procurement; or (3) of a particular type or quality or in a particular quantity; or (4) under other particular circumstances.

(c) The authority conferred by the section may be exercised to obtain fair and reasonable prices for any article or service required by the War Department, either directly from a prime contractor or indirectly from a subcontractor of any tier; and whether being furnished under a prime contract or subcontract entered into either before or after the enactment of the section (25 February 1944) or being offered in connection with or as a part of the performance or procurement of any such prime contract or subcontract. There is no need to include in contracts or subcontracts heretofore or hereafter executed any special contract article making reference to section 801. Exercise of the authority conferred by the section is not dependent upon the presence of any such contract article. As an additional support to action under the section, however, subsection (f) thereof provides that contracts and subcontracts made after 25 March 1944 shall "be deemed to contain a provision under which the person making or furnishing such article or service agrees that, notwithstanding other provisions of the purchase order, agreement, or contract, he shall be entitled to receive for such article or service only the fair and just compensation provided for in subsection (c)."

(d) The authority conferred by the section may be exercised with respect to articles or services being furnished under or in connection with fixed price prime contracts or subcontracts or cost-plus-a-fixed-fee prime contracts or subcontracts.

(e) An exercise of any authority conferred by the section with respect to any article or service does not preclude a later and further exercise of such authority in respect of the same article or service.

(f) The statutory requirement that a person so furnishing or offering to furnish such article or service negotiate to fix a fair and reasonable price therefor upon notice from the Secretary of War so to do also requires, by necessary implication, that such person furnish such data and information within his possession as may be pertinent to the determination of such fair and reasonable price. The obligation of the contractor in this respect also may be enforced in appropriate situations by action under Title XIII of the Second War Powers Act (see § 812.1260 et seq.).

(g) Any order of the Secretary of War fixing a fair and reasonable price for any article or service may prescribe the period during which the price so fixed shall be effective and, in addition, may prescribe such other terms and conditions in connection therewith as the Secertary of War deems appropriate. The price fixed by any such order is effective only with respect to such articles or services (1) as are furnished after the effective date of the order and (2) as to which the order is stated to be applicable.

(h) The authority and discretion conferred by the section upon the Secretary of War may be delegated in whole or in part to such individuals or agencies in the War Department or, with the consent of the Secretary of that Department, in any other Department, and he may authorize such individuals or agencies to make further delegation of such authority and discretion. The Secretary of War has delegated such authority and discretion as provided in § 812.1271.

§ 812.1274 *General application of the statute.* (a) Section 801 gives support to the War Department's established policy of obtaining fair and reasonable prices from its contractors and permits the extension of that policy to subcontractors of any tier. The enactment of section 801 will in no way modify the War Department's policy of endeavoring to obtain fair and reasonable prices through voluntary negotiation based upon all available and pertinent information and conducted in accordnce with any applicable principles set forth in these Procurement Regulations and Army Service Forces Manual M–601. The authority conferred by the section will be invoked only after every reasonable effort to obtain fair and reasonable prices by voluntary negotiation has been exhausted. In cases where voluntary negotiation is unavailing, however, the authority conferred by the section will be exercised without delay.

(b) The authority of the section when invoked will be exercised in such manner as to promote, rather than impair, existing and prospective cooperative and mutually beneficial relations between the War Department and its contractors and subcontractors. To this end, contract prices which were fair and reasonable at the time they were negotiated will not be made the subject of renegotiation or repricing pursuant to section 801 so long as the conditions which indicated such price then to be fair and reasonable remain substantially unchanged. Further, all reasonable efforts consistent with accomplishment of the objectives of the section will be made to minimize the occasions upon which any contractor or subcontractor will be required, pursuant to the provisions of the section, to negotiate with respect to the price of any article or service being directly or indirectly furnished by him to any of the technical services of the War Department and the other Departments of the Government. In order to establish reasonable control in this respect all proposed Requirements to Negotiate under the section for the time being will be required to be cleared with the Director, Purchases Division, before service.

(c) Accomplishment of the objectives of the section do not require a review of all existing contracts and subcontracts to ascertain the fairness and reasonableness of the prices included therein. Such a review would not be feasible with the available manpower nor is it necessary in many instances. However, such prices will be reviewed whenever it is believed that they may no longer be fair and reasonable on the basis of indications from:

(1) Further information as to comparative or individual prices or costs, or price or cost trends;

(2) The results of statutory renegotiation of the contractor or subcontractor;

(3) A review of prices as result of voluntary repricing of a contract;

(4) Information received as to subcontractors' prices upon negotiation of prime contracts; and

(5) Other appropriate occasions.

It is the responsibility of the individual technical services to maintain and improve general procedures for reviewing and analyzing prices to the extent necessary to carry out the War Department's pricing policy.

(d) Since the price which the section authorizes the Secretary of War to fix by order is one which he considers to be fair and reasonable under the circumstances of the procurement, or the terms and conditions of the order, no such order will be issued in any case in which there is insufficient information available or obtainable to permit of the fixing of a price which reasonably can be justified as being a fair and reasonable price at the time fixed.

(e) The fair and reasonable price which will be incorporated in any section 801 order which may be issued will be one arrived at through proper application of appropriate pricing principles (see e. g. Army Service Forces Manual M–601) and one deemed to be fair, both to the contractor and the Government, under all the terms and circumstances of the particular procurement. In general it should be a price which a buyer, ready and willing to buy, but under no compulsion to buy, would pay by voluntary agreement to a seller ready and willing to sell, but under no compulsion to sell. It should give appropriate consideration to any risks to be assumed by the Government and the contractor, respectively, in the particular case. It should be high enough to constitute reasonable compensation under all the circumstances for the benefits to be received by the Government, provided the contractor performs the contract with prudence and in accordance with good production practice. It should be low enough to give the contractor reasonable incentive to efficient and economical performance.

§ 812.1275 *Voluntary negotiation with respect to prices deemed to be unfair or unreasonable.* Whenever a technical service deems that the price of any article or service under an existing prime contract with the technical service is unfair or unreasonable to the Government, the contractor will be asked voluntarily to negotiate for a fair and reasonable price therefor; and whenever a technical service deems that the price of any article or service being furnished by a subcontractor for use in the performance of a prime contract with such technical service, or a subcontract thereunder, is unfair or unreasonable, the technical service will urge and assist the prime contractor or subcontractor voluntarily to negotiate with such subcontractor an appropriate reduction in such price.

§ 812.1276 *Mandatorily requiring negotiation*—(a) *By prime contractors.* (1) Whenever a technical service deems that the price of any article or service under an existing prime contract with the technical service is unfair or unreasonable to the Government and the contractor refuses to enter into, or promptly to continue to conclusion, voluntary negotiation of a fair and reasonable price therefor, the technical service will prepare a Requirement to Negotiate Fair and Reasonable Prices substantially

in the form set forth in § 812.1282, and will transmit to the Director, Purchases Division, a copy thereof together with a memorandum of the chief of the technical service setting forth in reasonable detail (i) the reasons why the existing price is deemed to be unfair or unreasonable for future deliveries; (ii) the extent of the efforts made voluntarily to negotiate a fair and reasonable price therefor; (iii) so far as the technical service has information in this respect, a statement as to the extent to which the contractor is furnishing the article or service or other articles or services to other technical services and other Departments of the Government; (iv) why it is believed, if such is the case, that negotiation should be conducted solely with respect to the article and service sought to be repriced by the technical service rather than with respect to all the articles or services being furnished by the contractor to the War Department. No such Requirement to Negotiate will be served upon the contractor until the Director, Purchases Division, shall have approved such service.

(2) In the event it is determined, after consultation with other technical services and, in appropriate cases, other Departments, that the negotiation should be conducted also with respect to articles or services being furnished by the contractor to other technical services or Departments, the Director, Purchases Division, will so advise the technical service transmitting the Requirement to Negotiate. He also will advise whether representatives of such other technical services or Departments will participate in the negotiation or whether the technical service alone will conduct the negotiation. In such latter event, the Director, Purchases Division, will obtain and transmit to the technical service such delegation of authority as may be necessary or appropriate to permit it to act for such other Departments.

(3) Service of the Requirement to Negotiate, when approved by the Director, Purchases Division, will be made in the manner provided in § 812.1281.

(4) Negotiations with the contractor pursuant to any such Requirement to Negotiate will be conducted in accordance with any applicable principles set forth in these Procurement Regulations, in Army Service Forces Manual M 601 and any instructions of the Director, Purchases Division, as to the particular case. The contractor will be given reasonable opportunity to furnish such data and information in his possession as may be pertinent to the fixing of a fair and reasonable price as defined in § 812.1274 (e).

(b) *By subcontractors.* (1) Whenever a technical service deems that the price of any article or service being furnished by a subcontractor for use in the performance of a prime contract with such technical service, or a subcontract thereunder, is unfair or unreasonable and the subcontractor refuses to enter into, or promptly to continue to conclusion, voluntary negotiation of a fair and reasonable price, the technical service will prepare a Requirement to Negotiate Fair and Reasonable Prices, substantially in the form set forth in § 812.1282, and will transmit to the Director, Purchases Division, a copy thereof. This will be accompanied by a memorandum of the chief of the technical service setting forth the information mentioned in paragraph (a), unless the technical service, before entering into, or during the course of, voluntary negotiation with the subcontractor concludes that other articles and services which the subcontractor is furnishing directly or indirectly to the War Department should also be repriced, in which event the chief of the technical service will also state the reasons for such belief and will list the other technical services or Departments of the Government which he believes may be interested in such repricing. No such Requirement to Negotiate will be served upon the subcontractor until the Director, Purchases Division, shall have approved such service.

(2) Service of the Requirement to Negotiate, when approved by the Director, Purchases Division, will be made as provided in § 812.1281 and negotiation for a fair and reasonable price will be conducted in accordance with paragraph (d) of this section.

(3) In the event it is determined, after consultation with other technical services and, in appropriate cases, other Departments, that the negotiation should be conducted with respect to articles or services being furnished to other technical services or Departments, the Director, Purchases Division, will advise the technical service to this effect and to the extent other technical services and Departments will participate in such negotiation. In the event it is determined that the repricing should be on an overall basis, the Director, Purchases Division; may assign the subcontractor to any of the technical services for such overall repricing and will advise such technical service of the scope and conduct of the negotiation.

(c) *In connection with placement of prime contracts and subcontracts.* Persons with whom a technical service seeks to place a prime contract for any article or service who refuse to negotiate or agree to a price therefor which the technical service deems to be fair and reasonable normally will not be served with Requirement to Negotiate a fair and reasonable price, nor will the price of the article or service normally be fixed by a section 801 order. In such cases resort usually will be had to a mandatory order under section 9 of the Selective Training and Service Act of 1940 (see paragraph § 814.1450 et seq.), even where the contractor refuses to accept a contract solely because of disagreement as to price. However, if a prime contractor or subcontractor (1) should desire and be willing to agree to all the other desired terms of the procurement, and (2) be further willing to agree in writing that the price shall be fixed by a section 801 order and (3) that the price so fixed shall be applicable to all deliveries under the contract, the chief of the technical service may execute or approve the execution of such an agreement. In that even the technical service promptly will prepare an appropriate Order Fixing Fair and Reasonable Prices, substantially in the form set forth in § 812.1283 and will transmit a copy thereof together with a memorandum of the chief of the technical service setting forth the information provided for in § 812.1278 (a) and, in addition, a statement as to why such procedure was believed desirable. Service of such order, when authorized by the Director, Purchases Division, will be made as provided in § 812.1281.

§ 812.1277 *Agreements resulting from voluntary or mandatory negotiation.* If negotiation conducted voluntarily or pursuant to any such Requirement to Negotiate with any prime contractor or subcontractor results in agreement as to a reduced price which the technical service participating in the negotiation (and, in the case of negotiations with a subcontractor, the prime contractor or subcontractor to whom the article or service is being furnished) considers to be fair and reasonable, such agreement as to reduced price will be incorporated in such supplemental agreement or agreements with the prime contractor and, in the case of a reduction in a subcontractor's price, such agreement or agreements with the subcontractor, the prime contractor or subcontractor to whom the article or service is being furnished and the technical service, as shall be appropriate to effect such reduction. Such agreement or agreements shall provide such direct or indirect benefit to the United States of the reduction as the technical service shall deem appropriate under the circumstances of the particular case. It is recognized that in some cases it will be neither practicable nor to the interest of the Government to attempt to carry the reduction through to a reduction in price under the affected prime contract or contracts with the War Department and in such cases other appropriate arrangements should be made to secure to the United States, so far as reasonably feasible, the benefits of such price reduction. The technical service may consult with the Director, Purchases Division, as to the nature and terms of any such proposed agreement and will so consult with him before making an agreement with a subcontractor which provides for rebates or preferential discounts on articles or services furnished indirectly by him for war use. In any case in which the technical service ascertains or is advised that the article or service repriced also is being furnished by the prime contractor or subcontractor directly or indirectly to any other technical service not participating in the negotiation and the reduction is effective with respect to the articles or services being furnished to such other technical service, such other technical service will be advised of the reductions effected and, to the extent practicable in the particular case, the nature and terms of any proposed agreement between the technical service and a subcontractor will be discussed with such other technical service before the agreement is executed. Direct communication with other technical services is authorized for this purpose. Copies of all such agreements between the technical service and a subcontractor will be transmitted to the Director, Purchases Division, for purposes of record.

§ 812.1278 *Issuance of order fixing fair and reasonable price.* (a) If (1) voluntary negotiation conducted in accordance with § 812.1275 clearly indicates a reduced price for the article or service being repriced to be fair and reasonable and the prime contractor or subcontractor refuses to enter into, or unreasonably delays the execution of, an appropriate agreement or agreements effecting such reduction in price, or (2) a prime contractor or any subcontractor refuses to enter into, or to continue to conclusion, negotiation under section 801 for a fair and reasonable price, or unreasonably or unnecessarily delays the beginning or conclusion of such negotiations, or refuses to enter into or unreasonably delays the execution of an appropriate agreement effecting the reduction in prices which the technical service considers to be fair and reasonable, then an appropriate Order or appropriate Orders Fixing Fair and Reasonable Prices, substantially in the form set forth in § 812.1283 will be prepared and transmitted to the Director, Purchases Division, together with a memorandum of the chief of the technical service setting forth in reasonable detail (i) the nature and extent of the negotiation had with the contractor or subcontractor, (ii) a summary statement and analysis of the data considered in arriving at the price so proposed to be fixed by order; (iii) the price which the contractor or subcontractor demands and the basis of his objections to the price which the technical service deems to be fair and reasonable and (iv) such considerations as he believes justify the price desired to be fixed by order, with such discussion of the terms and conditions of the contract or of the proposed order as may be pertinent thereto. No such order will be served until such service is approved by the Director, Purchases Division.

(b) The price to be fixed by any such order will be one which is fair and reasonable in view of all the terms and conditions of the existing contract or contracts under which it is being furnished (if the price is being fixed with relation to such contract or contracts) and the terms and conditions to be included in the order. The order will fix the price for the longest period for which a fair and reasonable price reasonably can be projected under the applicable terms and conditions and circumstances and, where feasible, for the remaining period of any contract or contracts under which the article or service is being furnished and with relation to which the price is being fixed. Articles and services customarily furnished under short term contracts or purchase orders normally will not be repriced with respect to any particular contract or order but will be repriced generally in view of the terms and conditions upon which they are usually procured, which terms and conditions will be incorporated as terms and conditions of the order.

(c) All section 801 orders will reserve to the Secretary of War the right at any time to refix the price under section 801 as to future deliveries, either upon his own initiative or upon request of the contractor or subcontractor supported by data indicating that, because of changed circumstances since the effective date of the order, the price fixed is no longer fair and reasonable.

(d) Service of each such order, when approved by the Director, Purchases Division, will be made as provided in § 812.1281.

(e) In any case in which a price was fixed by a section 801 order with respect to a particular contract and the terms and conditions of such contract are subsequently so changed as equitably to require an adjustment in the fixed price, the chief of the technical service may make an equitable adjustment of the price fixed by the order either (1) by a change order in accordance with the "Changes" article of the contract if any (see e. g., §§ 803.329a, 813.1301 (Art. 2)), (2) by the service of an amended section 801 order on the contractor refixing the price to effect such equitable adjustment, or (3) by supplemental agreement, as shall be appropriate in the particular case. Such amended section 801 orders need not be submitted to the Director, Purchases Division, before service so long as they merely make adjustments in the price necessitated by changes in the specifications, quantities, delivery schedules and similar terms of the contract and so long as the adjustment in the price is clearly related only to such changes. In any other case in which a technical service believes that the price fixed by a section 801 order is too high or too low and is therefore no longer fair and reasonable and in any case in which a contractor or subcontractor upon whom such an order has been served requests a refixing of the price in view of changed circumstances, the chief of the technical service will so advise the Director, Purchases Division, with recommendation as to the action to be taken. The Director, Purchases Division, may authorize such upward or downward revision of the price fixed by the order as may be appropriate.

§ 812.1279 *Notification of technical services of service of order.* The Director, Purchases Division, promptly will notify the technical services of the fact that he has approved service of a section 801 order which may affect procurements being made or which may be made by them. Such technical services promptly will effect such modifications in their outstanding prime contracts as may be appropriate by reason of such orders.

§ 812.1280 *Preservation of data upon which orders are based.* In each case in which a fair and reasonable price is fixed by order the technical service will maintain a complete file of the data and information and the various factors considered in arriving at such fair and reasonable price in order that all such matters will be readily available in the event that the contractor institutes court action to contest the fairness of the price fixed.

§ 812.1281 *Method of service.* (a) Where practicable, each Requirement to Negotiate an order will be served by hand by a commissioned officer or a United States Marshal or Deputy Marshal upon the contractor or subcontractor. If the contractor or subcontractor is a partnership, such service will be made upon a partner thereof; if a corporation, upon any officer or agent authorized to act for, or bind, or accept service for, such corporation. If personal service is impracticable or will involve unreasonable delay, service may be made by mailing by registered mail, return receipt requested, the Requirement to Negotiate or order, addressed to the company at its usual place of business.

(b) Promptly after service of a Requirement to Negotiate or order, the officer making service thereof will execute an affidavit as to the time and method of service, the original of which, together with the registered mail receipt, if any, will be attached to the true copy of the Requirement to Negotiate or order, as served, to be retained in the files of the technical service.

(c) Where a Requirement to Negotiate or order affects particular contracts which have been assigned or with respect to which bonds have been furnished, it will be desirable to make service of a copy of the Requirement to Negotiate or order upon the assignee or surety, as the case may be.

§ 812.1282 *Form of requirement to negotiate fair and reasonable prices.* The following form will be used, with any necessary variations, to notify a contractor or subcontractor that he must negotiate for fair and reasonable prices under section 801:

REQUIREMENT TO NEGOTIATE FAIR AND REASONABLE PRICES

Date:_____

Contractor's Name_____

Address_____

GENTLEMEN: The price being charged or quoted by you for the following articles and services:

[Fill in description of articles or services] which are required directly or indirectly by the War Department and being [furnished by you under the following contracts] [offered by you]:

[Fill in description of contract, subcontract or purchase order.] [1]

is deemed to be unreasonable or unfair.

You are advised that you are hereby required, under the authority conferred by Section 801 of the Revenue Act of 1943, to negotiate to fix a fair and reasonable price for such article and service. A duly authorized representative of the Secretary of War will meet with you or your representatives

at_____ on_____
(place) (date)

at_____ to engage in such negotiation. You are directed to bring to such
(time)
meeting, and all further meetings for this purpose, or to make available, all data and

[1] In any case in which the price is to be negotiated with respect to the terms and conditions of a particular contract, subcontract or purchase order, reference should appropriately be made to such contract subcontract or purchase order.

information in your possession which are or may be pertinent to the determination of such fair and reasonable price.

Said Section 801 provides that if you refuse to agree to a price for such article or service which the Secretary of War, or his representative, considers fair and reasonable, the price thereof may be fixed by order. You are advised that your refusal to negotiate, or any unreasonable delay on your part in concluding the negotiation or in consummating appropriate agreements incorporating an agreed price will be construed as a refusal to agree to a fair and reasonable price.

By authority of the Secretary of War:

(Signature of authorized representative)

(Grade, service, office and address)

§ 812.1283 *Form of order fixing fair and reasonable price.* The following is a suggested form to be used, with any necessary variations, to fix fair and reasonable prices under the authority of section 801:

ORDER FIXING FAIR AND REASONABLE PRICES

Date

Contractor's Name

Address

GENTLEMEN: Pursuant to the authority conferred upon the Secretary of War by Section 801 of the Revenue Act of 1943, and duly delegated to me, I hereby fix the following prices for the following articles and services which are required directly or indirectly by the War Department and being furnished or offered by you in connection with War Department procurement:

Articles and Services	*Prices*

which respective prices I consider to be fair and reasonable under the terms and conditions hereafter stated.

Such fixed prices will be effective in respect of all deliveries of such articles and all performance of such services during the period beginning ____ 194____ (hereafter referred to as the effective date of this Order) and ending ____

Such prices will be effective as to all such deliveries or performance made under the following conditions, upon which the price was based, and you shall neither charge nor receive higher price than those so fixed for, or in respect of, any such deliveries or performance.

(Here list the terms and conditions in the light of which the prices were fixed. If they were fixed with relation to and in the light of the provisions of a particular contract or subcontract and are to be effective as to deliveries thereunder, this will be stated. If they were fixed generally, without relation to any particular contract or subcontract, but in the light of the terms and conditions stated in the order this will be stated. The terms and conditions of the order in this respect should be as specific as practicable under the circumstances of the case).

The Secretary of War expressly reserves the right to re-fix any price fixed hereby at any time during the period for which such price is stated above to be effective. In the event you believe at any time that conditions affecting any price hereby fixed have so substantially changed since the effective date of this Order as to make such price no longer fair and reasonable, you may submit to the undersigned any information and data which in your opinion indicates both the appropriateness of re-fixing such price for future deliveries and the price which you believe to be fair and reasonable for such deliveries, together with the request that such price be so re-fixed.

You are notified that the price fixed herein, and the terms and conditions stated, are based solely upon Section 801 of the Revenue Act of 1943, and will not to any degree preclude other and further action under other Federal statutes, including the Renegotiation Act, Executive Orders, or regulations issued pursuant thereto, nor does it alter in any way, except as herein expressly provided, the provisions of any contract or subcontract to which you are a party.

By authority of the Secretary of War:

(Signature of authorized representative)

(Grade, service, office and address)

APPENDIX

§ 812.1289 *Reference to Renegotiation Regulations.* Renegotiation Regulations adopted by the War Contracts Price Adjustment Board cover, among other things, rulings, interpretations, and applications concerning exemptions from statutory renegotiation. Such Renegotiation Regulations are sometimes referred to as "RR" in this Appendix.

§ 812.1290 *Rulings of War Contracts Price Adjustment Board relating to exclusions or mandatory exemptions from statutory renegotiation*—(a) *Interpretation and application of the mandatory exemption relating to contracts with Governmental agencies.* RR 343.2 provides as follows:

343.2 *Interpretation and Application of Exemption.* The War Contracts Board has adopted the following interpretation:

(1) Under this provision of the Act [Subjection (i) (1) (A) of the 1943 Act] no contract between one of the Departments and any other federal, local or foreign government agency is subject to renegotiation. A municipal corporation, whether acting in a proprietary or governmental capacity, is considered to be an agency of a State for the purposes af this exemption.

(2) Contracts between such other agencies or governmental corporations and private contractors, and subcontracts thereunder, are likewise not subject to renegotiation, except in those instances where the agency or governmental corporation is acting as a direct agent for a Department. In these instances, the contract is deemed to be with the Department for which the agency or governmental corporation is acting as direct agent, and not with the agency or governmental corporation, and accordingly, if otherwise subject to renegotiation, is not exempted.

(3) Certain of the agencies and governmental corporations referred to sometimes place orders called "pool" orders. Under this type of order the agency or corporation orders large quantities of a particular item from a manufacturer. Before delivery under this order the manufacturer may sell all or a portion of the items to a Department or to a Departmental contractor or subcontractor and the order of the governmental corporation or agency is reduced to the extent of these purchases by others. In such cases the sales by the manufacturer to a Department or to a Departmental contractor or subcontractor are not exempt from renegotiation.

(b) *Interpretation and application of the mandatory exemption relating to contracts for certain raw materials and agricultural commodities.* RR 344.1 and 344.2 provides as follows:

344.1 *Raw materials*—(1) *Statutory Exemption.* Subsection (i) (1) (B) of the Act provides that it shall not apply to—

"(B) any contract or subcontract for the product of a mine, oil or gas well, or other mineral or natural deposit, or timber, which has not been processed, refined, or treated beyond the first form or state suitable for industrial use;"

(2) *Interpretation and Application of Exemption.* In determining whether or not a particular product is an "exempted product" under the exemption in subsection (i) (1) (B) of the Act, the following principles shall govern—

(a) *Exempted Products.* The phrase "other mineral or natural deposit" shall be interpreted to include only mineral or natural deposits of a wasting or depletable character similar to products "of a mine, oil or gas well". Accordingly, water, sea water and air, and products derived therefrom, are not considered to be other mineral or natural deposits within the meaning of the Act, and contracts or subcontracts therefor, or for products derived therefrom, shall be subject to renegotiation.

(b) *State at Which Exemption Terminates.* In general a product will be considered to be an exempted product until it has arrived at its dispersal point, i.e., the point at which a substantial proportion of the product is used by the ultimate consumer, or by industries other than the industry of origin. The industry of origin includes not only the primary industry of extraction or severance, but also any processing, refining or treatment directly supplementing its extraction or severance or to produce one or more of the chemical elements or compounds present in it in the state in which it may be found in abundance in nature; but excludes other processing, refining or treatement to produce various end products for the ultimate consumer, or a substantial variety of products which vary materially in size, shape or content from the original product.

(c) *Combination of Several Materials.* Where substantial quantities of two or more materials or ingredients are combined to produce a product for industrial use, the product resulting from such combination is considered to be non-exempt, unless the other material or materials are used as a catalyst, carrying agent or in some other subordinate capacity in connection with processing, refining or treatment of the principal product which is in the course of preparation for its first industrial use.

(d) *Different Processes.* Where a product is made in substantial quantities by two or more different processes, one of which would result in the exemption of the product under the above tests and the other would result in its inclusion, such a product will be considered to be renegotiable only where made by a process which would result in its inclusion.

(e) *By-Products.* Where a process for making a product or material subject to renegotiation under the above tests also produces by-products, such by-products shall be treated as subject to renegotiation since any benefits resulting from use or sale of such by-products operate in substance to reduce the cost of the principal product. The principle of the preceding sentence is in applicable to by-products which would otherwise be exempt under this paragraph (2). In the case of by-products resulting from processes principally designed to produce an "exempted product" under the above tests, such by-products shall be treated as "exempted products" if they are not further processed, refined or treated. If further processing, refining or treatment of such by-products takes place, the status of the ultimate product resulting will be determined in accordance with the general principles set forth above.

(3) A list of products which, subject to the foregoing interpretation are considered exempt, is set forth [below] in [RR] paragraph 841.

344.2 *Agricultural commodities* — (1) *Statutory Exemption.* Subsection (i) (1) (C) of the 1943 Act provides that it shall not apply to—

"(C) any contract or subcontract for an agricultural commodity in its raw or natural state, or if the commodity is not customarily sold or has not an established market in its raw or natural state, in the first form or state, beyond the raw or natural state, in which it is customarily sold or in which it has an established market. The term 'agricultural commodity' as used herein shall include but shall not be limited to—

"(i) Commodities resulting from the cultivation of the soil such as grains of all kinds, fruits, nuts, vegetables, hay, straw, cotton, tobacco, sugar cane, and sugar beets;

"(ii) Natural resins, saps and gums of trees;

"(iii) Animals such as cattle, hogs, poultry, and sheep, fish and other marine life, and the produce of live animals, such as wool, eggs, milk and cream;"

(2) *Interpretation and Application of Exemption.*

(a) *Applicability.* The provision exempting agricultural commodities under subsection (i) (3) of the 1943 Act is retroactive as if it were a part of the Renegotiation Act on the date of its enactment, April 28, 1942.

(b) *Interpretation.* Reserved.

RR 841 provides as follows:

841 *Raw material exemption.* Pursuant to subsection (i) (2) of the 1943 Act the War Contracts Board has issued the following regulation concerning the exemption of contracts and subcontracts for certain products of the kind described in subsection (i) (1) (B) of the 1943 Act.

(1) The term "exempted products", as used in this regulation, shall mean any of the following products:

Aggregates including such items as washed or screened sand, gravel or crushed stone.
Alumina; aluminum sulfate; aluminum ingots and pigs.
Asphalt, natural.
Antimony ore, crude; antimony ore, concentrated; antimony metal; antimony oxide, antimony sulfide.
Arsenic, crude; arsenic powder; arsenious oxide (white arsenic).
Asbestos rock; asbestos fibre.
Bauxite, crude; calcined or dried bauxite; bauxite abrasive grains.
Beryl ore and concentrates; beryllium oxide; beryllium metal; beryllium master alloys.
Bismuth metal.
Borax.
Cadmium flue dust; cadmium oxide; cadmium balls and slabs.
China clay; kaolin; fire clay; brick and tile made from clays and other than kaolin, china and fire clay.
Chromium ore and ferrochrome; chromite not processed beyond the form or state suitable for us as a refractory; bichromates.
Coal, prepared; run-of-mine coal.
Cobalt oxide; cobalt anodes, shot and rondelles.
Columbium ore and concentrates; columbium oxide; ferrocolumbium.
Copper ore, crude; copper ore, concentrated; copper matte; blister copper, copper billets, cathodes, cakes, ingots, ingot bars, powder, slabs and wirebars.
Corundum ore and concentrates; corundum grain.
Cryolite ore and concentrates.
Diaspore; diaspore brick.
Diatomaceous silica, lump, block, brick and powder.
Feldspar, crude and ground.
Ferrosilicon.
Fluorspar ore; fluorspar fluxing gravel; lump ceramic ground fluorspar; acid grades of fluorspar.
Gas, natural, not processed or treated further than the processing or treating customarily occurring at or near the well.
Graphite ore and concentrates; flake graphite; graphite fines, lump and chip; graphite powder.
Gypsum, crude; calcined gypsum.
Indium metal.
Industrial diamonds.
Iridium metal, including ingot and powder.
Iron ore, crude; pig iron.
Kyanite ore and concentrates; kyanite brick.
Lead ore; defined lead bars, ingots and pigs; antimonial lead bars, ingots and pigs.
Limestone; crushed limestone.
Magnesite; dead burned magnesite.
Magnesium-bearing minerals, including brucite; magnesium oxide; magnesium chloride; metallic magnesium, pigs and ingots.
Mercury ore; mercury metal.
Manganese ore; ferromanganese, including spiegeleisen; silicomanganese.
Mica, crude, hand-cobbed; block mica; sheet mica, including splittings; wet or dry ground mica.
Molybdenum ore and concentrates; molybdenum oxide; calcium molybdate; ferromolybdenum.
Nickel ore and concentrates; nickel matte; nickel oxide; nickel ingots, cathodes and shot.
Oil, crude, not processed or treated further than the processing or treating customarily occurring at or near the well.
Osmium metal, including ingot and powder.
Palladium metal, including ingot and powder.
Phosphate rock; elemental phosphorus; ferrophosphorus; phosphorus pentoxide and phosphoric acid derived directly by treatment of phosphate rock; superphosphate.
Platinum ore and concentrates; platinum metal, including ingot and powder.
Pumice, lump.
Radium bromide; radium sulfate; radium gas.
Rhodium metal, including ingot and powder.
Ruthenium metal, including ingot and powder.
Salt, rock; evaporated salt; soda ash, ammonia and electrolytic caustic soda and bicarbonate of soda when derived directly by treatment of brine.
Sea shells; oystershells; clam and reef shells.
Selenium metal.
Silver, refined, including bars, shot, powder and grains.
Stone, rough dimension.
Sulfur, crude.
Sulfuric acid; oleum (other than sulfuric acid or oleum produced from crude sulfur or any other product having an industrial use).
Standing timber, logs, logs sawed into length, and logs with or without bark.
Talc, crude, ground and sawed.
Tantalum ore and concentrates; tantalum double fluoride.
Tellurium metal.
Tin ore and concentrates; refined pig tin.
Titanium-bearing ores and concentrates, including ilmenite and rutile; titanium oxide, ferrotitanium.
Tungsten ore and concentrates; sodium tungstate; ferrotungsten; tungsten metal, including powder; tungstic oxide.
Uranium ores and concentrates; uranium oxide.
Vanadium ores and concentrates; sodium vanadate; vanadium pentoxide; ferrovanadium.
Whiting; chalk lump.
Zinc ores and concentrates; zinc anodes, bars, oxide, powder and slabs.
Zirconium ores and concentrates.

(2) Subject to the provisions of paragraph 3 hereof, it is determined that each of the exempted products is "the product of a mine, oil or gas well, or other mineral or natural deposit, or timber, which has not been processed, refined, or treated beyond the first form or state suitable for industrial use" within subsection (i) (1) (B) of the Renegotiation Act. The provisions of such Act shall not apply to contracts and subcontracts for any of the exempted products.

(3) This determination is made under the principles set forth in paragraph 344.1 of the Renegotiation Regulations, including subdivision (2) (d) thereof. The products listed under paragraph 1 of this regulation are exempt only when they represent products of a mine, oil or gas well, or other mineral or natural deposit, which have not been processed, refined or treated beyond the first form or state suitable for industrial use and are not exempt if manufactured from raw materials which do not fall within the above description or which have at some prior stage been processed, refined or treated beyond such first form or state suitable for industrial use. For example, magnesium products derived from sea water, products manufactured from the atmosphere, secondary aluminum pigs and ingots, and other similar products are not considered exempted products.

(4) This determination applies to fiscal years ending after June 30, 1943.

(5) This regulation may be amended from time to time, revising, amending or supplementing the list of exempted products contained in paragraph 1 hereof.

(c) *Interpretation and application of the mandatory exemption relating to construction contracts.* This paragraph deals with the mandatory exemption relating to construction contracts. For the discretionary exemption relating to construction contracts, see § 812.1291 (d).

RR 346.2 provides as follows:

346.2 *Interpretation and application of exemption.* (1) The exclusion from renegotiation of construction contracts with a Department awarded as a result of competitive bidding applies only to contracts for the construction of buildings, structures, improvements and other similar facilities let to the lowest qualified bidder and which were entered into after advertisement and for which bids have been received from two or more independent, responsible and qualified contractors in actual competition with each other.

(a) As used herein "advertisement" shall be interpreted as meaning published advertising or such other solicitation for bids as will open the bidding to all probable bidders under the circumstances of the particular case.

(b) In any case in which it is claimed that a contract is excluded from renegotiation by reason of the application of this subsection (1) and such contract was not entered into after published advertising, the Department conducting the renegotiation may deny such claim but shall not approve the same without submitting the matter, together with all relevant information in the possession of such Department, to the War Contracts Board for final determination.

(2) This section of the Act is applicable only to amounts received or accrued under such contracts for fiscal years ending after June 30, 1943, and applies regardless of the date when the contracts were made.

(3) Contracts for the furnishing of materials or supplies or for the lease, sale or manufacture of machinery or equipment are not within the scope of this exemption. In determining whether a particular contract or subcontract constitutes a contract for the construction of a building, structure, improvement or other similar facility or consti-

tutes a contract for the lease, sale or manufacture of machinery or equipment, the essential character of the performance under the contract will control. In those cases where the items to be furnished under the contract have a predominantly prefabricated character at the time of installation or assembly, the contract will ordinarily be regarded as one of sale or manufacture rather than of "construction". This question arises most frequently in connection with contracts for the sale and installation of machinery or equipment where both the furnishing of the machinery or equipment and its installation are embraced within a single contract. In cases of this character an undertaking to furnish the article may be severed from an agreement to install and an appropriate finding made as to that portion of the contract undertaking which might properly be exempted. On the other hand, where an item to be furnished under a contract has no substantial existence as such until its construction from materials at the site and time of installation so that the contract in its essence is one of construction as distinguished from manufacture or sale, the exemption will be applicable. The essential distinction does not depend upon whether the item involved does or does not become part of the real estate, but depends rather on whether the contract is essentially one for "construction" as distinguished from a contract for manufacture or sale.

(d) *Interpretation and application of the mandatory exemption relating to subcontracts under exempt contracts or subcontracts.* RR 347.2 provides as follows:

347.2 *Interpretation and application of exemption.* It should be noted that the exemption applies only where the subcontract is under a contract or subcontract exempted by paragraph (1) of subsection (l) of the 1943 Act. Thus, subcontracts under prime contracts or subcontracts exempted under the discretionary exemptions authorized by subsection (1) (4) of the 1943 Act, the exemption measured by renegotiable volume under subsection (c) (6), or any other exemption or exclusion contained in the 1943 Act, are not exempted by this provision.

(e) *Interpretation of office supplies.* RR 333.4 (3) provides in part as follows:

Office supplies are interpreted to include paper, ink, typewriter ribbons, binders, covers, blotters, paper clips, staples and other items of consumable character, as well as related items of relatively short life and minor cost, such as pens, pen holders, pencils, blotter pads and calendars; they do not include office furniture, machinery and equipment, such as desks, chairs, lamps, rugs, waste baskets, filing cases, typewriters and calculating recording, reproducing and dictating machines.

§ 812.1291 *Rulings of War Contracts Price Adjustment Board relating to discretionary exemptions from statutory renegotiation*—(a) *Discretionary exemption relating to contracts and subcontracts to be performed outside of the United States.* RR 351.2 provides as follows:

351.2 *Exemption.* (1) Each contract or subcontract to be performed outside the territorial limits of the continental United States, outside the territories of Alaska and Hawaii, outside the Panama Canal Zone, and outside the other territories and island possessions of the United States shall be exempt from the provisions of the Renegotiation Act of 1943 unless it shall be determined by the War Contracts Board or by any authority to whom power to exempt individual contracts under subsection (1) (4) (A) of the 1943 Act has been or may be delegated or redelegated;

(a) That administrative difficulties do not make impracticable the renegotiation of such contract or subcontract,

(b) That the procurement program of the United States in foreign countries will not be adversely affected by such renegotiation, and

(c) That such renegotiation will not otherwise be contrary to the interests of the United States.

(2) In determining whether the procurement program of the United States in foreign countries or the interests of the United States generally will be adversely affected by such renegotiation, it is considered desirable that representatives of the Department of State of the United States be consulted, if practicable; such consultation shall not, however, be essential to the valid renegotiation of any contractor or subcontractor.

(3) Such determination may be made at any time whether before or after the execution of the contract or subcontract and whether or not it contains a renegotiation clause.

(b) *Discretionary exemption relating to contracts and subcontracts for profits determinable when price established; real estate, public utilities, perishable goods.* (1) RR 352.2 provides as follows:

352.2 *Exemption.* In the opinion of the War Contracts Board the profits from contracts and subcontracts for the purchase or lease of any interest in real estate can be determined with reasonable certainty when the contract price is established, and such contracts and subcontracts are accordingly exempted from the provisions of the Renegotiation Act of 1943. For an exemption relating to certain contracts and subcontracts involving electric power, gas, transportation by railroad, motor vehicle, or air, and communications and subcontracts thereunder, see [RR] paragraph 842 [reprinted in paragraph (b) (2) of this section].

(2) RR 842 provides as follows:

842. *Public utility exemptions.*

842.1 *Public utilities—electric power.* (1) Pursuant to subsection (1) (4) of the Renegotiation Act of 1943 (including subsection (1) (4) (B) and (1) (4) (F)) the following classes and types of contracts and subcontracts are exempt to the extent provided in this paragraph from all of the provisions of the Renegotiation Act of 1943:

(a) Any contract or subcontract with a public utility for the delivery of electric power of less than 1,000 kilowatts of contractual demand, except that if the actual demand was 1,000 kilowatts or more at any time during any particular fiscal year, amounts received or accrued under such contract or subcontract for such fiscal year shall not be exempt from renegotiation by reason of this subparagraph (a)

(b) Any subcontract with a public utility for the delivery of electric power without regard to the contractual or actual demand, except that

(i) If such subcontract for electric power is with a contractor having a contract with a Department providing for the reimbursement by a Department of costs of the contractor incurred under such subcontract for electric power, or

(ii) If a Department has contracted to pay or guarantee the payment of amounts payable under such subcontracts for electric power,

then in either such case such subcontract for electric power shall not be exempt from renegotiation by reason of this subparagraph (b).

(2) Amounts received or accrued under any contract or subcontract with a public utility with respect to the construction or installation of facilities for the generation, transmission, or distribution of electric power shall not be exempt from renegotiation by reason of this paragraph 842.1 even though such contract or subcontract also calls for the delivery of electric power.

842.2 *Public utilities—gas.* (1) Pursuant to subsection (1) (4) of the Renegotiation Act of 1943 (including subsection (1) (4) (B) and (1) (4) (F)) the following classes and types of contracts and subcontracts are exempt to the extent provided in this paragraph from all of the provisions of the Renegotiation Act of 1943:

(a) Any contract or subcontract with a public utility for the delivery of gas, except that if the amounts received or accrued under any such contract or subcontract during any particular fiscal year were $50,000 or more, amounts received or accrued under such contract or subcontract for such fiscal year shall not be exempt from renegotiation by reason of this subparagraph (a). (If such fiscal year is a fractional part of twelve months, the $50,000 amount shall be reduced to the same fractional part thereof for the purposes of this subparagraph (a).)

(b) Any subcontract with a public utility for the delivery of gas without regard to the amounts received or accrued thereunder during any fiscal year, except that

(i) If such subcontract for gas is with a contractor having a contract with a Department providing for the reimbursement by a Department of costs of the contractor incurred under such subcontract for gas, or

(ii) If a Department has contracted to pay or guarantee the payment of amounts payable under such subcontract for gas,

then in either such case such subcontract for gas shall not be exempt from renegotiation by reason of this subparagraph (b).

(2) Amounts received or accrued under any contract or subcontract with a public utility with respect to the construction or installation of facilities for the generation, transmission or distribution of gas shall not be exempt from renegotiation by reason of this paragraph 842.2 even though such contract or subcontract also calls for the delivery of gas.

842.3 *Public utilities—transportation.* Pursuant to subsection (1) (4) of the Renegotiation Act of 1943 (including subsection (1) (4) (B) and (1) (4) (F)) the following classes and types of contracts and subcontracts are exempt from all of the provisions of the Renegotiation Act of 1943:

(1) Contracts and subcontracts with common carriers to furnish transportation by railroad, motor vehicle or air, when made at published rates or charges, fixed, approved or subject to regulation as to the reasonableness thereof by a public regulatory body, or when made at rates or charges which the Department conducting the renegotiation in its discretion shall determine to be no higher than such published rates or charges for transportation of a comparable character.

842.4 *Public utilities—communications.* Pursuant to subsection (1) (4) of the Renegotiation Act of 1943 (including subsection (1) (4) (B) and (1) (4) (F)) the following classes and types of contracts and subcontracts are exempt from all of the provisions of the Renegotiation Act of 1943.

(1) Contracts and subcontracts with telephone, telegraph, cable and radio companies to furnish the service of transmitting messages, when made at published rates or charges, fixed, approved or subject to regulation as to the reasonableness thereof by a public regulatory body, or when made at rates or charges which the Department conducting the renegotiation in its discretion shall determine to be no higher than such published rates or charges for service of a comparable character.

842.5 *Subcontracts.* Pursuant to subsection (1) (4) of the Renegotiation Act of 1943 (including subsection (1) (4) (B) and (1) (4) (F)) the following classes and types of contracts and subcontracts are exempt from all of the provisions of the Renegotiation Act of 1943.

(1) Subcontracts under any contracts or subcontracts exempted pursuant to paragraphs 842.1 through 842.4 inclusive.

842.6 *Scope of exemptions.* All of the exemptions made under paragraphs 842.1 through 842.5 inclusive, apply to contracts and subcontracts of the specified classes and types, whether heretofore or hereafter made or performed, and whether or not they contain renegotiation provisions.

(3) RR 843 provides as follows:

843. *List of exempted foods.* Determination of the War Contracts Price Adjustment Board of the exemption from renegotiation of contracts and subcontracts for perishable foods under Section 403 (1) (4) (B) of the Renegotiation Act of 1943.

Pursuant to the authority conferred upon the War Contracts Price Adjustment Board by Section 403 (1) (4) (B) of the Renegotiation Act of 1943, concerning the exemption of contracts and subcontracts for certain perishable goods from renegotiation under the Renegotiation Act of 1943, the War Contracts Price Adjustment Board hereby determines that the foods set forth in the list attached hereto and designated as Exhibit "1" are perishable; and that, in the opinion of the Board, the profits under contracts and subcontracts for the purchase of such foods can be determined with reasonable certainty when the contract price is established; and that contracts and subcontracts, heretofore or hereafter made, for the purchase of such foods are hereby declared to be exempt from all of the provisions of the Renegotiation Act of 1943.

EXHIBIT 1

Fresh Fruits:
- Apples
- Apricots
- Bananas
- Berries (blue and black)
- Cantaloupes
- Cherries
- Cranberries
- Grapes
- Grapefruit
- Honeydew Melons
- Lemons
- Limes
- Oranges
- Pears
- Peaches
- Plums
- Strawberries
- Tangerines
- Watermelons
- Other Miscellaneous Fresh Fruits

Fresh Vegetables:
- Asparagus
- Beans, Lima
- Beans, String
- Beets
- Broccoli
- Cauliflower
- Corn
- Cucumbers
- Egg Plant
- Endive (chicory)
- Greens (collards, etc.)
- Kale
- Lettuce
- Onions, Green
- Onions, Dry
- Parsley
- Parsnips
- Peas
- Peppers, Green
- Potatoes, Irish

Fresh Vegetables—Continued.
- Potatoes, Sweet
- Radishes
- Spinach
- Squash
- Tomatoes
- Turnips and Rutabagas
- Mushrooms
- Rhubarb
- Other Miscellaneous Fresh Vegetables

Dairy Products:
- Butter (except canned)
- Cheese (except processed canned)
- Ice Cream; ice cream mix in unsealed containers
- Fresh Fluid Milk
- Fresh Fluid Cream

Poultry:
- Chicken (except canned)
- Turkey (except canned)
- Other Poultry (except canned)

Meats:
- Beef (except canned and dehydrated)
- Pork (except canned and dehydrated)
- Lamb and Mutton (except canned and dehydrated)
- Veal (except canned and dehydrated)
- Smoked or Processed Meats (except canned and dehydrated)
- Other Meats (except canned and dehydrated)
- Lard and Lard Substitutes
- Offals (except canned and dehydrated)

Fish and Sea Foods:
- Fresh or Frozen
- Salted or Smoked (except canned)

Frozen Vegetables
Frozen Fruits
Bread and other Bakery Products (except biscuits, crackers, cracker meal, breakfast cereals, hard bread and zwieback)
Potato Chips.
Compressed Yeast.
Shell Eggs.
Margarine.

Any other perishable food of a similar nature which may be determined from time to time by any of the Departments to be of the same general character as the items specifically set forth on the above list, provided, however, that any items so added shall be reported to the Secretary of the War Contracts Price Adjustment Board.

(c) *Discretionary exemption relating to contracts and subcontracts for standard commercial articles.* [Reserved.]

(d) *Discretionary exemption relating to contracts and subcontracts when effective competition is likely to exist; construction contracts.* This paragraph deals with the discretionary exemption. For the mandatory exemption relating to construction contracts, see paragraph (c).

RR 355 provides as follows:

355. *Contracts and Subcontracts When Effective Competition Is Likely to Exist.*

355.1 *Statutory authority.* Subsection (1) (4) of the 1943 Act authorizes the War Contracts Price Adjustment Board, in its discretion, to exempt from some or all of the provisions of the Act,

"(E) any contract or subcontract, if, in the opinion of the Board, competitive conditions affecting the making of such contract or subcontract are such as are likely to result in effective competition with respect to the contract or subcontract price."

355.2 *General interpretation of exemption.* The War Contracts Board will make exemptions under this provision only as to classes or types of contracts on the basis of the subject matter with which the contract or subcontract is concerned. Exemptions by the Board will be based upon broad national conditions and considerations and will be limited to those fields where, in the opinion of the Board, not only do competitive conditions exist, but the competition is such that it may be presumed to be effective in the sense of producing fair and reasonable prices for the Government and in generally eliminating excessive profits.

355.3 *Application of Exemption to construction contracts.* The Board has found that competitive conditions affecting the making of construction contracts and subcontracts entered into subsequent to June 30, 1943, were such as to result in effective competition with respect to the contract or subcontract price where all of the following conditions exist:

(1) The contract or subcontract is one for the construction of building, structures, improvements or other similar facilities. Contracts or subcontracts for the furnishing of materials or supplies or for the lease or sale of machinery or equipment are not within the scope of this exemption. • • •

(2) The contract was entered into subsequent to June 30, 1943, and did not constitute a substitute for or a revision or extension of an existing contract entered into on or before June 30, 1943.

(3) The work covered by the contract was substantially the same as the work for which the bids were requested.

(4) Bids were received from two or more responsible and qualified contractors, who were independent of each other and were in actual competition with each other for the work for which bids were requested.

(5) The contract price was not in excess of the low bid received.

(e) *Discretionary exemption relating to subcontracts where not administratively feasible to determine and segregate profits.* Reference is made to RR 842 set forth in paragraph (b) (2).

§ 812.1292 *Determination by the Quartermaster General of perishable commodities.* Under date of 13 April 1944, The Quartermaster General issued a list of foods determined to be perishable pursuant to the authority conferred upon him by § 812.1205 (h). This list is not reproduced here for the reason that all items on such list are included in the list of perishable foods set out in § 812.1291 (c).

[Procurement Reg. 13]

PART 813—FORMS OF CONTRACT

Sec.

813.1301	W.D. Contract Form No. 1.
813.1302	W.D. Contract Form No. 2.
813.1303	W.D. Contract Form No. 3.
813.1304	W.D. Contract Form No. 4.
813.1305	W.D. Contract Form No. 5.
813.1306	W.D. Contract Form No. 6.
813.1307	W.D. Contract Form No. 7.
813.1308	W.D. Contract Form No. 8.
813.1309	W. D. Contract Form No. 9.
813.1310	W.D. Contract Form No. 10.
813.1311	War Department Contract Form No. 13A.
813.1312	W.D. Contract Form No. 12.
813.1313	War Department Contract Form No. 13.
813.1314	W.D. Contract Form No. 14.
813.1315a	W.D. Contract Form No. 15.
813.1315b	W.D. Contract Form No. 27.
813.1316	W.D. Contract Form No. 16.
813.1317a	W.D. Contract Form No. 383 (W.D. Forms Nos. 383a, 383b and 383c). Short Form.
813.1317b	W.D. Contract Form No. 18. Short Form.
813.1317c	W.D. Contract Form No. 47 (W.D. Forms Nos. 47 and 47-a). Short Form, Revised 1 April 1944.
813.1317d	W.D. Contract Form No. 5. Short Form.

Sec.
813.1317e W.D. Contract Form No. 19.
813.1317f W.D. Contract Form No. 6. Short Form.
813.1320 W.D. Contract Form No. 20.
813.1321 W.D. Contract Form No. 21.
813.1322 W.D. Contract Form No. 22.
813.1323 W.D. Contract Form No. 23.
813.1324 W.D. Contract Form No. 24.
813.1325 W.D. Contract Form No. 25.
813.1326 W.D. Contract Form No. 26.
813.1327 Standard procurement forms.
813.1328 W.D. Contract Form No. 28.

NOTE: See Part 803, Subparts B and C, defining the scope of authority to use the forms of contracts set forth below.

It should be noted that many of the clauses in the forms are not included in full text, but by reference to sections of Part 803, Subpart H. These clauses will be included in contracts written on the forms only in compliance with the sections referred to. There will also be included in contracts written on the forms such of the other Subpart H clauses, not expressly mentioned in the forms, as are required in the particular case.

In certain cases it may be necessary to make certain editorial changes in Subpart H clauses so that certain words or phrases used throughout the contract will be in conformity.

In certain instances, especially in the case of the short forms of contracts (see § 813.1317 and following), the forms contain shorter or modified versions of some of the clauses set forth in Subpart H of Part 803. In such cases the use of the shorter or modified forms of clauses is to be deemed authorized, notwithstanding the provisions of said Subpart H.

§ 813.1301 *W. D. Contract Form No. 1.*

Contract No. ---------

SUPPLY CONTRACT
WAR DEPARTMENT

Contractor and address:----------
Contract for:----------
Amount: $----------
Location: ----------
Payment:----------
To be made by ---------- United States Army, at ----------
The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the following allotments, the available balances of which are sufficient to cover the cost of the same:

This contract is authorized by the following laws:

CONTRACT FOR SUPPLIES

This contract, entered into this ------ day of ---------- 194---, by the United States of America (hereinafter called the Government) represented by the Contracting Officer executing this contract, and ----------
----
----
[1] a corporation organized and existing under the laws of the State of ----------
[1] a partnership consisting of ----------
----
[1] an individual trading as ----------
----
of the city of ---------- in the State of ---------- (hereinafter called the Contractor), witnesseth that the parties hereto do mutually agree as follows:

ARTICLE 1. *Scope of this contract.* The contractor shall furnish and deliver --------
----
----
for the consideration stated ----------
----
in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof and designated as follows:

----

[1] Delete all lines which do not apply.

Deliveries shall be made as follows:

ART. 2. *Changes.* Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications. Changes as to shipment and packing of all supplies may also be made as above provided. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim for adjustment under this article must be asserted within 10 days from the date the change is ordered, provided, however, that the Contracting Officer, if he determines that the facts justify such action, may receive and consider, and with the approval of the Secretary of War or his duly authorized representative, adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made the dispute shall be determined as provided in Article 11 hereof. But nothing provided in this article shall excuse the Contractor from proceeding with the contract as changed.

[NOTE: (1) For alternative form of this Article, see § 803.329a.

(2) For the purposes of the fourth sentence of this Article, and for the purpose of any like provision contained in any contract clause which has been inserted in a contract in lieu of the above article, the chief of the technical service or such person as he may designate shall be deemed to be the "duly authorized representative of the Secretary of War".]

ART. 3. *Extras* Except as otherwise herein provided, no charge for extras will be allowed unless the same have been ordered in writing by the Contracting Officer and the price stated in such order.

ART. 4. *Inspection.* (a) All material and workmanship shall be subject to inspection and test at all times and places and, when practicable, during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the Government shall have the right to reject such articles, or require their correction. Rejected articles, and/or articles requiring correction, shall be removed by and at the expense of the Contractor promptly after notice so to do. If the Contractor fails to promptly remove such articles and to proceed promptly with the replacement and/or correction thereof, the Government may, by contract or otherwise replace and/or correct such articles and charge to the Contractor the excess cost occasioned the Government thereby, or the Government may terminate the right of the Contractor to proceed as provided in Article 5 of this contract, the Contractor and surety being liable for any damage to the same extent as provided in said Article 5 for terminations thereunder.

(b) If inspection and test, whether preliminary or final, are made on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient inspections and tests required by the inspectors in the performance of their duty. All inspections and tests by the Government shall be performed in such a manner as not to unduly delay the work. Special and performance tests shall be as described in the specifications. The Government reserves the right to charge to the Contractor any additional cost of inspection and test when articles are not ready at the time inspection is requested by the Contractor.

(c) Final inspection and acceptance of materials and finished articles will be made after delivery, unless otherwise stated. If final inspection is made at a point other than the premises of the Contractor or subcontractor, it shall be at the expense of the Government except for the value of samples used in case of rejection. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Government for such materials or supplies as are not in accordance with the specifications. In the event public necessity requires the use of materials or supplies not conforming to the specifications, payment therefor shall be made at a proper reduction in price.

ART. 5. *Delays—damages.* (Insert § 803.352).

ART. 6. *Responsibility for supplies tendered.* The Contractor shall be responsible for the articles or materials covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected articles or materials after notice of rejection. Where final inspection is at point of origin but delivery by Contractor is at some other point, the Contractor's responsibility shall continue until delivery is accomplished.

ART. 7. *Increase or decrease.* Unless otherwise provided herein, no increase or decrease in the total number of articles contracted for under Article I hereof, will be accepted, without the prior written approval of the Contracting Officer. (Or insert § 803.329)

ART. 8. *Payments.* The Contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either $1,000 or 50 percent of the total amount of the contract.

ART. 9. *Officials not to benefit.* (Insert § 803.322)

ART. 10. *Covenant against contingent fees.* (Insert § 803.323)

ART. 11. *Disputes.* (Insert § 803.326)

ART. 12. *Termination for convenience of the Government.* (Insert § 803.324)

ART. 13. *Renegotiation.* (See § 803.342 and Part 812)

ART. 14. *Walsh-Healey Act.* (Insert § 805.353 or 803.353 (d))

ART. 15. *Notice to Government of labor disputes.* (Insert § 803.354)

ART. 16. *Prison-made materials.* (Insert § 803.345)

ART. 17. *Anti-discrimination.* (Insert § 803.325)

ART. 18. *Assignment of claims.* (Insert § 803.355 or 803.356)

ART. 19. *Notice of shipments.* (Insert § 803.328)

ART. 20. *Federal, State, and local taxes.* (Insert § 803.357)

ART. 21. *Domestic articles.* (Insert § 803.327)

ART. 22. *Subcontracting.* (Insert § 803.367)

ART. 23. *Definitions.* (a) The term "Secretary of War" as used herein shall include the Under Secretary of War, and the term "his duly authorized representative" shall mean any person or board authorized by the Secretary of War to act for him other than the Contracting Officer.

(b) Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

ART. 24. *Alterations.* The following changes were made in this contract before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this contract as of the day and year first above written.

THE UNITED STATES OF AMERICA,

By ----------

(Official title)

(Contractor)

By ----------

(Business Address)

Two Witnesses:

(Address)

(Address)

I ----------, certify that I am the Secretary of the corporation named as Contractor herein; that ----------, who signed this contract on behalf of the Contractor was then ---------- of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

In witness whereof, I have hereunto affixed my hand and the seal of said corporation this ---------- day of ----------, 194--.

[CORPORATE SEAL]

(Secretary)

I hereby certify that, to the best of my knowledge and belief, based upon observation and inquiry, ---------- who signed this contract for the ----------; had authority to execute the same, and is the individual who signs similar contracts on behalf of this corporation with the public generally.

Contracting Officer.

(a) *Additional articles.* The following additional articles may be inserted in supply contracts in appropriate cases:

ARTICLE ----. *Final inspection with performance tests.* (a) No acceptance of the articles contracted for herein shall be regarded as final until such article shall have passed such final inspection as may be prescribed by ----------,[1] or his duly authorized representative, and which shall include the following, but without limitation:

1. Inspection of each article upon arrival at the site of final inspection, for damage in transit, which damage shall be at the risk of the Contractor.

2. Such special and performance tests as are described in the specifications.

3. Inspection of components for failure due to such performance tests.

(b) When, during said performance tests, failure occurs due to faulty material or workmanship for which the Contractor is responsible, and such failure is of such magnitude that additional performance tests are required after the necessary repairs or replacements have been made, the cost of such additional performance tests will be borne by the Contractor. The ----------[1] or his duly authorized representative, will decide in each case whether additional performance tests are required, and his decision in this regard shall be final and conclusive.

(c) The Contractor is authorized to have a representative present during the performance tests of any of the articles delivered under this contract.

[1] The chief of the technical service concerned.

(b) Where final acceptance cannot be made without some test after delivery, such as a proof test or a performance test, use the following in place of Article 8:

ARTICLE ----. *Payment.* The Contractor shall be paid as follows:

(a) ---------- percent of the unit contract price of the supplies contracted for, upon submission of properly certified invoices therefor, and after delivery thereof; *Provided*, That any advance payments, or partial payments, made under this contract shall be liquidated by appropriate deductions from all payments made under this paragraph (a).

(b) ---------- percent of the unit contract price on each unit delivered, after final tests and final acceptance thereof; but in any event payment will be made within six (6) months after such delivery, if not rejected within such time and if the units delivered comply with the specifications in all respects other than such as are determinable only by final tests; *Provided further*, If any advance payments or partial payments proportionately chargeable against such units remain unliquidated, appropriate deductions shall be made from payments made under this paragraph (b).

(c) In cases where it clearly appears from previous favorable experience with the particular contractor that the withholding until final test of a percentage of the unit price of each article delivered is unnecessary for the protection of the Government, the following clause may be used in lieu of that set forth in Article 26, under such limitations or restrictions as may be prescribed by the chief of the technical service concerned:

ARTICLE ----. *Payment.* The Contractor shall be paid as follows:

(a) Upon the submission of properly certified invoices or vouchers, the unit prices stipulated herein, less deductions, if any, as herein provided, for articles delivered which comply with specifications in all respects other than such as are determinable only by final test.

(b) The last ------ percent (----%) of the total contract price for the articles contracted for hereunder shall be withheld by the Government until final test and final acceptance of all such articles; but, in any event, payment of the amount withheld by the Government will be made within six (6) months after delivery of all such articles, if not rejected within such time and if all the articles delivered comply with specifications in all respects other than such as are determinable only by final tests.

(c) Any unliquidated advance or partial payments made under this contract (if this contract provides for such payments) shall be liquidated by proportionate deductions from payments otherwise due hereunder. Any payments (whether by way of direct payment or by liquidation of advance or partial payments) made against the delivery of articles which are rejected upon final test shall be credited or refunded to the Government as directed by the Contracting Officer.

(d) At any time before the completion of this contract the Contracting Officer, by written change order, may (but shall in no event be obliged to) reduce the percentage specified in paragraph (b) above.

ARTICLE----. *Material to be furnished by the Government.* (a) The Government shall deliver to the Contractor at----------, for use in the manufacture of the supplies to be furnished under the terms of this contract, the following material:

(b) Upon the completion or termination of this contract, the Contractor shall deliver to the Government, f. o. b. ---------- any of said material, exclusive of scrap or wastage, not used in connection with this contract.

(c) In consideration of a reduction of $--------- per unit in the price of the supplies hereunder, which reduction has been taken account of in the unit contract price stated in Article ------ above, title to all scrap or wastage resulting from the processing of the materials referred to in paragraph (a) hereof shall be and remain in the Contractor.

[1] (c) The Contractor shall provide and maintain adequate facilities in which he shall store and keep all scrap or wastage resulting from the use of said materials furnished by the Government. Title to all such scrap or wastage shall remain in the Government.

ARTICLE ----. *Neutrality Act.* (a) Subsection 12 (g) of the Joint Resolution approved by the President, November 4, 1939, provides: "No purchase of arms, ammunition, or implements of war shall be made on behalf of the United States by any officer, executive department, or independent establishment of the Government from any person who shall have failed to register under the provisions of this joint resolution."

(b) Prior to the execution of this contract, the Contractor shall furnish a certified or photostatic copy of its Certificate of Registration with the Department of State, which copy shall be attached to the copy of this contract on file in the office of the chief of the technical service concerned.

§ 813.1302 *W. D. Contract Form No. 2.*

Contract No.--------

CONSTRUCTION CONTRACT
WAR DEPARTMENT

Contractor and Address----------
Contract for----------
Amount: $----------
Location ----------
Payment----------
To be made by----------
United States Army, at----------
The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the following allotments, the available balances of which are sufficient to cover the cost of the same:

This contract is authorized by the following laws:

CONTRACT FOR CONSTRUCTION

This contract, entered into this---------- day of ----------, 194---, by the United States of America (hereinafter called the Government) represented by the Contracting Officer executing this contract, and ----------
----
----
[2] a corporation organized and existing under the laws of the State of----------
[2] a partnership consisting of----------
----
[2] an individual trading as----------
----
of the city of----------in the State of ---------- (hereinafter called the Contractor), witnesseth that the parties hereto do mutually agree as follows:

[1] This paragraph will be used as a substitute for the above paragraph (c), in appropriate cases, where the Government desires the return of the scrap or wastage.

[2] Delete all lines which do not apply.

ARTICLE 1. *Statement of work.* The contractor shall furnish the materials, and perform the work for_____

_____

for the consideration of_____

_____

In strict accordance with the specifications, schedules, and drawings, all of which are made a part hereof and designated as follows:

_____

_____

The work shall be commenced_____ and shall be completed_____

ART. 2. *Specifications and drawings.* The contractor shall keep on the work a copy of the drawings and specifications and shall at all times give the contracting officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In any case of discrepancy in the figures, drawings, or specifications, the matter shall be immediately submitted to the contracting officer, without whose decision said discrepancy shall not be adjusted by the contractor, save only at his own risk and expense. The contracting officer shall furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

ART. 3. *Changes.* The contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings and/or specifications of this contract within the general scope thereof. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim for adjustment under this article must be asserted within 10 days from the date the change is ordered: Provided, however, that the contracting officer, if he determines that the facts justify such action, may receive and consider, and with the approval of the Secretary of War or his duly authorized representative, adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made the dispute shall be determined as provided in Article 15 hereof. But nothing provided in this article shall excuse the contractor from proceeding with the prosecution of the work so changed.

ART. 4. *Changed conditions.* Should the contractor encounter, or the Government discover, during the progress of the work subsurface and/or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the plans and specifications, the attention of the contracting officer shall be called immediately to such conditions before they are disturbed. The Contracting Officer shall thereupon promptly investigate the conditions, and if he finds that they do so materially differ the contract shall with the written approval of the Secretary of War or his duly authorized representative, be modified to provide for any increase or decrease of cost and/or difference in time resulting from such conditions.

ART. 5. *Extras.* Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the same has been ordered in writing by the contracting officer and the price stated in such order.

ART. 6. *Inspection.* (a) All material and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination, and test by Government inspectors at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Government shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefor, and the contractor shall promptly segregate and remove the rejected material from the premises. If the Contractor fails to proceed at once with the replacement of rejected material and/or the correction of defective workmanship the Government may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost thereof to the contractor, or may terminate the right of the contractor to proceed as provided in Article 9 of this contract, the contractor and surety being liable for any damage to the same extent as provided in said Article 9 for terminations thereunder.

(b) The Contractor shall furnish promptly without additional charge, all reasonable facilities, labor, and materials necessary for the safe and convenient inspection and test that may be required by the inspectors. All inspection and tests by the Government shall be performed in such manner as not unnecessarily to delay the work. Special, full size, and performance tests shall be as described in the specifications. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time inspection is requested by the contractor.

(c) Should it be considered necessary or advisable by the Government at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any material respect, due to fault of the contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent, shall be allowed the contractor and he shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

(d) Inspection of material and finished articles to be incorporated in the work at the site shall be made at the place of production, manufacture, or shipment, whenever the quantity justifies it, unless otherwise stated in the specifications; and such inspection and acceptance, unless otherwise stated in the specifications, shall be final, except as regards latent defects, departures from specific requirements of the contract and the specifications and drawings made a part thereof, damage or loss in transit, fraud, or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of material and workmanship for final acceptance as a whole or in part shall be made at the site.

ART. 7. *Materials and workmanship.* Unless otherwise specifically provided for in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this contract are to be of the best grade of their respective kinds for the purpose. Where equipment, materials, or articles are referred to in the specifications as "equal to" any particular standard, the contracting officer shall decide the question of equality. The Contractor shall furnish to the contracting officer for his approval the name of the manufacturer of machinery, mechanical and other equipment which he contemplates incorporating in the work, together with their performance capacities and other pertinent information. When required by the specifications, or when called for by the Contracting Officer, the Contractor shall furnish the Contracting Officer for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection. The contracting officer may require the contractor to remove from the work such employee as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the Contracting Officer to be contrary to the public interest.

ART. 8. *Superintendence by Contractor.* The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work at all times during progress, with authority to act for him.

ART. 9. *Delays—damages.* If the contractor refuses or fails to prosecute the work or any separable part thereof, with such diligence as will insure its completion within the time specified in article 1, or any extension thereof, or fails to complete said work within such time, the Government may, by written notice to the contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event the Government may take over the work and prosecute the same to completion, by contract or otherwise, and the contractor and his sureties shall be liable to the Government for any excess cost occasioned the Government thereby. If the contractor's right to proceed is so terminated, the Government may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefor; *Provided*, That the right of the contractor to proceed shall not be terminated under this article because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to acts of God, or of the public enemy, acts of the Government (including, but not restricted to any preference, priority or allocation order), acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, if the contractor shall within 10 days from the beginning of any such delay (unless the contracting officer, with the approval of the Secretary of War or his duly authorized representative, shall grant a further period of time prior to the date of final settlement of the contract) notify the contracting officer in writing of the causes of delay, who shall ascertain the facts and the extent of the delay and extend the time for completing the work when in his judgment the findings of fact justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal within 30 days, by the contractor to the Secretary of War or his duly authorized representative, whose decision on such appeal as to the facts of delay and the extension of time for completing the work shall be final and conclusive on the parties hereto.

ART. 10. *Permits and responsibility for work.* The Contractor shall, without additional expense to the Government, obtain all required licenses and permits and be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work, and shall be responsible for all materials delivered and work performed until completion and final acceptance. Upon completion of the contract the work shall be delivered complete and undamaged.

ART. 11. *Labor.* (a) (Insert § 803.346.)

(b) *Overtime rates and shifts.* Where a single shift is worked, eight hours of continuous employment, except for lunch periods, shall constitute a day's work beginning on Monday and through Friday of each week. When work is required in excess of eight hours in any one day or during the interval from 5:00 p. m. Friday to 7:00 a. m. Monday, such work shall be paid for at 1½ times the basic rate wages. No premium wage or extra compensation shall be paid for work on customary holidays except that time and one-half wage compensation shall be paid for work performed on any of the following days only: New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and Memorial Day. Where two or more shifts are worked, five consecutive days of 7½ consecutive hour shifts, from Sunday midnight to Friday midnight shall consititute a regular week's work. The pay for a full shift period shall be a sum equivalent to eight times the basic hourly rate, and for a period less than the full shift shall be the corresponding proportional amount which the time worked bears to the time allocated to the full shift period. Any time worked from Friday midnight to Sunday midnight or in excess of regular shift hours shall be paid for at 1½ times the basic rate of wages. Wherever found to be practicable, shifts should be rotated.[1]

(c) (Insert clause in § 803.345.)

ART. 12. *Covenant against contingent fees.* (Insert clause in § 803.323.)

ART. 13. *Other contracts.* The Government may award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors and carefully fit his own work to that provided under other contracts as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

ART. 14. *Officials not to benefit.* (Insert clause in § 803.322.)

ART. 15. *Disputes.* (Insert article in § 803.326.)

ART. 16. *Payments to contractor.* (a) Unless otherwise provided in the specifications, partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable, on estimates made and approved by the Contracting Officer. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.

(b) In making such partial payment there shall be retained 10 percent on the estimated amount until final completion and acceptance of all work covered by the contract; *provided, however*, That the contracting officer, at any time after 50 percent of the work has been completed, if he finds that satisfactory progress is being made, may make any of the remaining partial payments in full; *and provided further*, That on completion and acceptance of each separate building, vessel, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made in full, including retained percentages thereon, less authorized deductions.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Government, but this provision shall not be construed as relieving the contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Government to require the fulfillment of all of the terms of the contract.

(d) Upon completion and acceptance of all work required hereunder, the amount due the Contractor under this contract will be paid upon the presentation of a properly executed and duly certified voucher therefor, after the Contractor shall have furnished the Government with a release, if required, of all claims against the Government arising under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the contractor from the operation of the release in stated amounts to be set forth therein.

ART. 17. *Rate of wages.* (Insert clauses in §§ 803.343 and 803.343 (a).)

ART. 18. *Termination for convenience of the Government.* (Insert clause in § 803.324 (a))

ART. 19. *Nonrebate of wages.* (Insert clause in § 803.344).

ART. 20. *Taxes.* (Insert article in § 803.357)

ART. 21. *Additional security.* Should any surety upon any bond furnished in connection with this contract become unacceptable to the Government, or if any such surety shall fail to furnish reports as to his financial condition from time to time as requested by the Government, the Contractor must promptly furnish such additional security as may be required from time to time to protect the interests of the Government or of persons supplying labor or materials in the prosecution of the work contemplated by the contract.

ART. 22. *Loading and unloading cars.* The Contractor shall load promptly all railroad cars furnished for loading upon his order and shall unload from railroad cars promptly upon arrival all shipments consigned to him, and shall provide storage facilities and other facilities necessary for these purposes; and the contractor shall not order railway cars for loading unless they can be loaded promptly and shall not cause or permit shipments to be consigned to him unless they can be unloaded from railroad cars promptly upon arrival.

ART. 23. *Assignment of claims.* (Insert § 803.355)

ART. 24. *Renegotiation.* (See § 803.342 and Part 812)

ART. 25. *Anti-discrimination.* (Insert clause in § 803.325)

ART. 26. *Notice to the Government of labor disputes.* (Insert clause in § 803.354.)

ART. 27. *Accident prevention.* (Insert clause in § 803.362)

ART. 28. *Definitions.* (a) The term "Secretary of War" as used herein shall include the Under Secretary of War, and the term "his duly authorized representative" shall mean any person or board authorized by the Secretary of War to act for him other than the Contracting Officer.

(b) Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

ART. 29. *Alterations.* The following changes were made in this contract before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this contract as of the day and year first above written.

THE UNITED STATES OF AMERICA,

By _____

_____

(Official Title)

_____

(Contractor)

By _____

_____

(Business Address)

Two Witnesses:

_____

_____

(Address)

_____

_____

(Address)

I _____, certify that I am the Secretary of the corporation named as Contractor herein; that _____ who signed this contract on behalf of the Contractor was then _____ of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

In witness whereof, I have hereunto affixed my hand and the seal of said corporation this _____ day of _____, 194__.

[CORPORATE SEAL]

_____

(Secretary)

I hereby certify that, to the best of my knowledge and belief, based upon observation and inquiry, _____ who signed this contract for the _____ had authority to execute the same, and is the individual who signed similar contracts on behalf of this corporation with the public generally.

_____

Contracting Officer.

§ 813.1303 *W. D. Contract Form No. 3.*

Contract No._____

FIXED FEE CONSTRUCTION CONTRACT
WAR DEPARTMENT

Contractor and address_____

Contract for construction of_____

Location _____

Fixed fee_____

Estimated construction cost exclusive of fixed fee_____

Payment _____

To be made by _____ U. S. Army at _____

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of the same_____

_____

This contract is authorized by the following laws:

FIXED FEE CONSTRUCTION CONTRACT

This contract, entered into this_____ day of _____, 194__, by The United States of America (hereinafter called the Government) represented by the Contracting Officer executing this contract, and

_____

_____

_____

[1] a corporation organized and existing under the laws of the State _____

_____

[1] a partnership consisting of_____

_____

_____

_____

[1] an individual trading as _____ of the City of _____ in the State of _____ (hereinafter called the Contractor), witnesseth that:

Whereas, the Government desires to engage the services of a Contractor to perform the work and services hereinafter set forth; and

Whereas, the accomplishment of the said work under a fixed-fee contract entered into after negotiations approved by the Secretary of War, and without advertising for proposals, is authorized by law and will facilitate the prosecution of the war; and

Whereas, as a result of such negotiations, the Secretary of War has directed that the

[1] Clause (b) will be omitted in all contracts for the construction, alteration, or repair of vessels and floating equipment.

[1] Delete all lines which do not apply.

Government enter into a fixed-fee contract with the Contractor for the accomplishment of the said work:

Now, therefore, the parties hereto do mutually agree as follows:

ARTICLE I. *Statement of work.* 1. The Contractor shall, in the shortest possible time, furnish the labor, materials, tools, machinery and equipment, facilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of the following work: ----------

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all in accordance with the drawings and specifications or instructions contained in Appendix "A" hereto attached and made a part hereof, or to be furnished hereafter by the Contracting Officer and subject in every detail to his supervision, direction and instructions.

2. The Contractor shall also perform management services which shall include, among other functions, the scheduling and/or purchasing of items of materials and equipment to avoid any delays in the prosecution of the work hereunder. The Contractor shall advise and consult with the subcontractors on this project and shall direct and supervise their work, subject to the provisions of Article VII; and shall, subject to the direction of the Contracting Officer, store materials and equipment for use in connection with the project.

3. It is estimated that the construction cost of the work listed in Section 1 of this Article will be----------

---

dollars, ($----------), exclusive of the Contractor's fee, and that the work herein contracted for will be ready for utilization by the Government on or before ----------. It is expressly understood, however that neither the Government nor the Contractor guarantee the correctness of either of these estimates. In consideration of his undertaking under this contract the Contractor shall receive the following:

a. Reimbursement for expenditures as provided in Article II.

b. Rental for Contractor's equipment as provided in Article II.

c. A fixed fee in the amount of----------

---

dollars ($----------) which shall constitute complete compensation for the Contractor's services including profit and all general overhead expenses.

4. When in the opinion of the Contracting Officer it is to the best interest of the Government, the Contractor shall when so ordered or authorized, subcontract any or all items or classifications of work required under this contract or subsequently added thereto. Such subcontracting of work, or the performance thereof with the Contractor's own forces, regardless of the amount and/or extent of work performed or subcontracted, all with the prior written approval or order of the Contracting Officer, shall entail no adjustment in the fixed fee stipulated in Section 3c of this Article. The fixed fee stipulated in Section 3c of this Article has been determined in the light of the fact that all of the work may be subcontracted pursuant to the foregoing provision. Such fee includes compensation for the services which may be rendered by the Contractor in the negotiation, supervision, and coordination of any work subcontracted and the responsibilities assumed by the Contractor in connection therewith, and is deemed to be reasonable, regardless of the amount or extent of work performed or subcontracted.

5. The Contracting Officer may at any time by written order issue additional instructions, require additional work or services or direct the omission of work or services covered by this contract. If such changes cause a material increase or decrease in the amount or character of the work to be done under this contract an equitable adjustment of the amount of the fixed fee to be paid the Contractor shall be made and the contract shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted within 10 days from the date the change is ordered (unless the Contracting Officer, with the approval of the Secretary of War or his duly authorized representative, shall grant a further period of time prior to the date of final settlement of the contract). Nothing provided in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed. There shall be no adjustment in the amount of the fixed fee as provided herein, nor any claim therefor because of any errors and/or omissions made in computing the estimated cost of the construction of the work under this contract or where the actual cost varies from the estimated cost.

ART. II. *Cost of the work.*—1. *Reimbursement for contractor's expenditures.* The Contractor shall be reimbursed in the manner hereinafter described for such of his actual expenditures in the performance of the work as may be approved or ratified by the Contracting Officer and as are included in the following items:

a. All labor, materials, tools, machinery, equipment, supplies, services, utilities, power, and fuel necessary for either temporary or permanent use for the benefit of the work..

b. All subcontracts made in accordance with the provisions of this contract.

c. Rental actually paid by the Contractor, at rates not to exceed those approved by the Contracting Officer, for construction plant in sound and workable condition exceeding $300 in value as may be necessary for the proper and economical prosecution of the work. Each contract for the rental of construction plant or parts thereof by the Contractor from third parties shall be in a form prescribed by the Contracting Officer and shall be subject to his approval and shall include provisions 1. that title to such construction plant or parts thereof free of all liens and encumbrances shall vest in the Government when and if the total rental paid and/or accrued to the lessor for any item of construction plant or parts thereof shall equal the approved value thereof plus one percent (1%) of the approved value per month for each contract month or fraction thereof such piece of equipment shall have been in use, and that on demand the lessor will deliver to the Contracting Officer such evidences of title as he shall demand; and 2. that at any time prior to termination of such rental agreement, the Government may at its option purchase any piece of equipment by paying the lessor the difference between the valuation of such piece of equipment plus one percent (1%) of the approved value per month for each contract month or part thereof such piece of equipment shall have been in use, and the total rental theretofore paid for such piece of equipment provided, however, that either of such provisions may be omitted from such rental agreements if the omission is approved by the Chief of the Technical Service.

d. Unloading and assembling at the site of the work of construction plant owned or rented by the Contractor; transportation thereof to the place or places where it is to be used in connection with said work, dismantling, unloading and return transportation to the point of original shipment or equivalent mileage, but in no event will the payment made for return transportation exceed the payment made for transportation to the job site unless such excess cost results solely from an increase of freight rates, or is required by Government transfer of such equipment to another site more distant from the point of origin than the site of the work set out in Article I hereof. Charges for transportation over distances in excess of 500 miles must have the written authorization of the Contracting Officer in advance. Loading at the site of origin and unloading when returned to the original shipping point or other return shipping point will not be paid by the Government and is not a reimbursable item.

e. Repairs and repair parts as are not included in the rental or are not made necessary by the fault or negligence of the Contractor or his employees.

f. Transportation charges on materials and supplies.

g. Transportation and traveling expenses to the work of the necessary field forces for the economical and successful prosecution of the work, and return when such services are no longer required; expenses of procuring labor and expediting the production and transportation of material and equipment. Expenditures under these items shall be either authorized or approved in writing by the Contracting Officer.

h. Salaries of resident engineers, superintendents, timekeepers, foremen, and other field employees of the Contractor in connection with the work. In case the full time of any field employee of the Contractor is not applied to the work, his salary shall be included in this item only in proportion to the actual time applied thereto. No person shall be assigned to service by the Contractor as superintendent of construction, chief engineer, chief purchasing agent, chief accountant, or similar position in the Contractor's field organization, or as principal assistant to any such person, until there has been submitted to and approved by the Contracting Officer a statement of the qualifications, experience, and salary of the person proposed for such assignment. The payment of any excess salary over such scheduled amounts shown in the approved salary schedule, Appendix C, attached hereto and made a part hereof shall not be reimbursable, unless and until the Chief of the Technical Service has so approved in writing.

i. Buildings, trade fixtures and equipment required for necessary field offices, commissaries, hospitals, and other facilities, and the cost of maintaining and operating such field offices, commissaries, hospitals and other facilities; provided that the Contractor may enter into a contract with any third party or parties for the operation of the commissaries, hospitals, or other facilities provided for herein, in which event such contract shall be reduced to writing and the terms thereof subject to the prior written approval of the Contracting Officer.

j. Temporary rights in land required in connection with the work.

k.-n. (Insert clauses *a* to *d*, § 803.365 (b)).

o. Payments from his own funds made by the Contractor under the Social Security Act, and any disbursements required by law, which the Contractor may be required on account of this contract to pay on or for any plant, equipment, process, organization, materials, supplies, or personnel; and, if approved in writing by the Contracting Officer in advance, permit and license fees and royalties on patents used, including those owned by the Contractor.

p. If the Contractor and/or his representative shall be required to travel, the Government will reimburse the Contractor for the transportation, including Pullman where necessary, and will allow for such travel Six Dollars ($6.00) per day in lieu of all other expenses. Transportation by automobile on such required travel shall be reimbursed at the rate of Five Cents ($.05) per mile as representing the actual cost of such transportation.

All travel shall be either authorized or approved in writing by the Contracting Officer. Should the Contractor, or any representative thereof, remain in a travel status in excess of six (6) days at any one time, not including the time consumed in travel the cost for such excess travel status shall be at the expense of the Contractor, unless otherwise ordered in writing by the Contracting Officer.

q. When specifically approved in advance by the Contracting Officer, a reasonable allowance for work done in the Contractor's general offices exclusively for and directly chargeable to the work.

r. Disbursements incident to payment of payrolls, including but not limited to the cost of disbursing cash, necessary guards, cashiers, and paymasters. If payments to employees are made by check, facilities for cashing checks must be provided without expense to employees, and the Contractor shall be reimbursed therefor.

s. In the event the Contracting Officer shall determine that the best interests of the Government require that the Contractor initiate or defend litigation in connection with claims of third parties arising out of the performance of this contract, the Contractor will proceed with such litigation in good faith and the costs and expenses of such litigation, including judgments and court costs, allowances rendered or awarded in connection with suits for wages, overtime or salaries, and reasonable attorneys' fees for private counsel when the Government does not furnish Government counsel, shall be reimbursable under this contract.

t. Such other items not expressly excluded by other provisions of this contract as should, in the opinion of the Contracting Officer, be included in the cost of the work. When such an item is allowed by the Contracting Officer, it shall be specifically certified as being allowed under this Subsection.

u. All expenditures for which reimbursement has not been made pursuant to Letter Contract dated ----------, a copy of which is attached hereto. Such Letter Contract is hereby merged and superseded by this contract.[1] This Subsection u shall be deemed to be included herein if and only if this contract is preceded by a Letter Contract.

2. *Rental for construction plant owned by Contractor:*

a. Rental shall be paid to the Contractor for construction plant in sound and workable condition, owned and furnished by him for the proper and economical prosecution of the work, as shown in the attached "Appendix B" hereby made a part hereof, at rental rates prescribed by the Under Secretary of War in "Uniform Rental Rates for Contractor-Owned Construction Plant", August 27, 1941.

b. In the event the Contractor, with the approval of the Contracting Officer, furnishes additional equipment that is not included in "Appendix B", rental for such equipment will be paid in accordance with the said "Uniform Rental Rates for Contractor-Owned Construction Plant."

c. Except as otherwise specified herein, rental shall begin on the date of delivery of the construction plant to a common carrier for shipment to the site of the work, as evidenced by bill of lading or other satisfactory evidence covering such shipment. In the event the construction plant is conveyed by the Contractor, the rental shall start at the time transportation to the site begins; however, the rental paid shall not exceed that for the equivalent time of shipment by common carrier.

d. If such construction plant is not in sound and workable condition, to the satisfaction of the Contracting Officer, when delivered at the site of the work, the rental period therefor shall not begin until the construction plant shall have been placed in sound and workable condition at the expense of the Contractor, and rental therefor shall not be paid for any prior period.

[1] This contract will bear same date as letter contract.

e. If such construction plant cannot be placed in sound and workable condition within reasonable time to the satisfaction of the Contracting Officer, no transportation charges for the shipment thereof, to or from the site of the work, shall be paid.

f. The approved value of the construction plant as shown in "Appendix B" shall be deemed binding unless the Contracting Officer shall, within twenty days after such plant has been set up and working modify or change such valuation. In the event a change is made in the valuation of the construction plant, a corresponding change shall be made in the rental rate in accordance with said "Uniform Rental Rates for Contractor-Owned Construction Plant." Thereafter the valuation and the related rental rate shall be binding unless the rental is modified as specified below.

g. Furnish within 15 days of the date of the receipt of written notice from the Contracting Officer, construction plant listed in "Appendix B" provided that the date upon which the Contractor is required to furnish such plant shall not precede the date on which such construction plant is listed as available in said "Appendix B". In the event the Contractor fails to furnish construction plant as required by such notice, the additional cost of acquiring replacement construction plant from any source other than the Contractor shall be paid by the Contractor and shall not be a reimbursable expenditure.

h. Rental for time consumed for repairs, in excess of the time normally required for such repairs as determined by the Contracting Officer, shall be deducted from the rental in the amount of one-thirtieth of the monthly rental rate for each day determined to be in excess. When in the opinion of the Contracting Office the amount of repairs or maintenance is excessive, a deduction shall be made from the rental.

i. The payment of rental shall cease on a date to be established in a written notice by the Contracting Officer to the Contractor, that the Construction plant is no longer required. The date of release thus established shall include an allowance for the time necessary for final repairs, dismantling and loading for shipment.

GENERAL

3. Title to all materials, tools, machinery, equipment and supplies for which the Contractor shall be entitled to reimbursement under Article II shall vest in the Government at such point or points as the Contracting Officer may designate in writing; provided that the right of final inspection and acceptance or rejection of such materials, tools, machinery, equipment and supplies at such place or places as he may designate in writing is reserved to the Contracting Officer; provided further that, upon such final inspection, the Contractor shall be given written notice of acceptance or rejection as the case may be. In the event of rejection, the Contractor shall be responsible for the removal of the rejected property within a reasonable time.

4. The work shall be executed in the best and most workmanlike manner by qualified, careful, and efficient workers, in strict conformity with the best standard practices.

5. Except as otherwise authorized by the Contracting Officer, all materials shall be of the best quality of their respective kinds. If the Contracting Officer requires that the Contractor submit for prior approval samples of materials proposed for use in the work covered by this contract, the Contractor shall make no commitments for such materials until the submitted sample has been approved by the Contracting Officer.

6. During the performance of this contract, the work shall be under the full-time resident direction of the Contractor, if an individual; of one or more principal partners if the Contractor is a partnership; or in case the Contractor is a corporation, association, or similar legal entity, one or more senior officers thereof; provided however that the Contractor, whether an individual, a partnership, a corporation, or other legal entity, may be represented in the direction of the work by some person of a class other than those specified above, if the Contracting Officer gives his approval. In any event the Contractor shall not be entitled to be reimbursed for any salary, wages or like compensation paid for such direction of the work, whether performed by an individual, a partner, a corporate officer or other representative.

7. a. The Government reserves the right to furnish any materials, construction equipment, machinery, tools, or services, including communication services necessary for the completion of the work. The Contractor shall cause all equipment, machinery, and tools to which title is vested in the Government to be suitably marked with an identifying mark or symbol indicating that such items are the property of the United States. The Contractor shall maintain at all times, in a manner satisfactory to the Contracting Officer, records showing the disposition and/or use of all equipment, machinery, tools and materials purchased for the work and for which he has been reimbursed by the Government or which have been furnished by the Government. Upon the completion of this contract or upon demand, the Contractor shall return such equipment, machinery, tools and unused materials to the place designated by the Contracting Officer.

b. (Insert article in § 803.365 (a))

8. The Government reserves the right to pay directly to common carriers any or all freight charges on construction plant, materials, and supplies.

9. The Government reserves the right to pay directly to the persons concerned all sums due from the Contractor for labor, materials, or other charges.

10. No salary of the Contractor, partners or corporate officers of the Contractor's organization shall be included in the cost of the work. No part of the expense incurred in conducting the Contractor's main office or regularly established branch offices, and no overhead expense of any kind, except as specifically authorized in Section 1 of this Article, shall be included in the cost of the work; nor shall any interest on capital employed or on borrowed money be included in the cost of the work.

11. The Contractor shall, to the extent of his ability, take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and bonifications, and when unable to take advantage of such benefits he shall promptly notify the Contracting Officer with the reason therefor. In determining the actual net cost of articles and materials of every kind required for the purpose of this contract, there shall be deducted from the gross cost thereof all cash and trade discounts, rebates, allowances, credits, commissions, and bonifications which have accrued to the benefit of the Contractor or would have so accrued but for the fault or neglect of the Contractor. Such benefits lost through no fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

12. All revenue received by the Contractor from the operations of the hospital, commissaries, or other facilities, or from rebates, discounts, refunds, etc., shall be accounted for by the Contractor and, except for any reasonable compensation accruing to a third party or parties for the operation of commissaries, hospitals, or other facilities, applied in reduction of the cost of the work.

13. (Insert clause in § 803.365 (c)).

ART. III. *Payments*—1. *Reimbursement for cost.* The Government will currently reimburse the Contractor for expenditures made in accordance with Article II upon certification to and verification by the Contracting Officer of the original signed pay-rolls for labor, the receipted invoices for materials, and such other documents as the Contracting Officer may require. Generally, reimbursement will be made weekly but may be made at more frequent intervals if the conditions so warrant.

2. *Rental for Contractor's equipment.* Rental as provided in Article II for such construction plant or parts thereof as the Contractor may own and furnish shall be paid monthly upon presentation of proper vouchers.

3. *Payment of the fixed-fee.* Ninety percent (90%) of the fixed-fee set out in Article I shall be paid as it accrues, in monthly installments based upon the percentage of the completion of the work as determined from estimates submitted to and approved by the Contracting Officer. Final payment upon completion of the work and its final acceptance shall be made in accordance with Section 5. If the contract is terminated by the Government, payment shall be made in accordance with Article VI.

4. *Payments by Contractor.* If bills for purchase of material, machinery or equipment, or pay rolls covering employment of laborers or mechanics incurred by the Contractor or by any subcontractor hereunder are not paid promptly by the Contractor or subcontractor as the case may be, the Contracting Officer may, in his discretion, withhold from payments otherwise due the Contractor an amount equivalent to the amount of any such bill or payroll. Should the Contractor neglect or refuse to pay such bills or pay-rolls or to direct any subcontractor to pay such bills or pay-rolls within five (5) days after notice from the Contracting Officer so to do, the Government shall have the right to pay such bills or pay-rolls directly, and in such event a deduction equal to five percent (5%) of the amount so paid directly shall be made from the Contractor's fee.

5. *Final payment.* a. Upon completion of the work and its final acceptance in writing by the Contracting Officer, the Government shall pay to the Contractor the unpaid balance of the cost of the work determined under Article II, and of the fee, less any sum that may be necessary to settle any unsettled claims in connection with this contract, or any claim the Government may have against the Contractor. The Contracting Officer shall accept the completed work with reasonable promptness.

b. Prior to final payment and as a condition thereof the Contractor shall furnish the Government with a release of all claims against the Government arising under and by virtue of this contract, other than (1) such claims, if any, as may be specifically excepted by the Contractor from the operation of the release in stated amounts to be set forth therein, or in estimated amounts where the amounts are not susceptible of exact statement, and (2) any claim based upon responsibility of the Contractor to third parties arising out of the performance of this contract not known to the Contractor at the time of furnishing the release.

c. Even though the existence or amount thereof shall not be determined until after the furnishing of such release as is described next above, reimbursement to be made for payments made by the Contractor shall include, along with wages and salaries otherwise reimbursable, all additional amounts determined (either by approval of the Contracting Officer or by litigation as provided in Subsection s, Section 1, Article II,) to be due and payable for overtime compensation and allowances under local, state or Federal laws in connection with such wages and salaries.

d. The Contractor shall promptly notify the Contracting Officer of any claims of the type described in clause (2) of Subsection b of this Section which are asserted subsequent to the execution of the release.

ART. IV. *Records and accounts inspection and audit.* 1. The Contractor agrees to keep records and books of account, showing the actual cost to him of all items of labor, materials, equipment, supplies, services, and other expenditures of whatever nature for which reimbursement is authorized under the provisions of this contract. The system of accounting to be employed by the Contractor shall be such as is satisfactory to the Contracting Officer.

2. The Contracting Officer shall at all times be afforded proper facilities for inspection of the work and shall at all times have access to the premises, work and materials, to all books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda of every description of the Contractor pertaining to said work except such documents as have been submitted in support of reimbursement vouchers; and the Contractor shall preserve such papers without additional compensation therefor, for a period of three (3) years after completion or termination of this contract.

3. Any duly authorized representative of the Contractor shall be accorded the privilege of examining the books, records, and papers of the Contracting Officer relating to the cost of the work for the purpose of checking and verifying such cost.

4. In order to avoid so far as possible duplication in accounting and auditing functions performed by the Contractor and the Governmentment, it is agreed that the following accounting and auditing functions shall be performed by the Government exclusively:

a. Time checking (not time keeping) in the field, or in the Contractor's plant.

b. Audit of original pay-rolls of the Contractor (or such portions thereof as are applicable), where such pay-rolls are prepared by the Contractor.[1]

c. Checking of equipment rentals and the preparation and delivery of properly approved rental rolls to the Contractor for payment.[2]

d. Such other accounting and auditing functions as may be effectively performed by Government employees and to which the Contracting Officer and the Contractor may mutually agree in writing.

5. It is further agreed that if any of the accounting and auditing functions performed exclusively by the Government do not adequately discharge such accounting and auditing functions to the satisfaction of the Contractor, the Contractor, with the approval in writing of the Contracting Officer, may perform such additional checking and auditing aa may be so approved. The Contractor shall be reimbursed for the cost of such additional accounting and auditing functions as are so approved.

ART. V. *Special requirements.*

1. The Contractor hereby agrees that he will:

a. Procure and maintain such bonds and insurance in such forms and in such amounts and for such periods of time as the Contracting Officer may require.

b. Procure all necessary permits and licenses; obey and abide by all applicable laws, regulations, ordinances, and other rules of the United States of America, of the State, Territory, or political subdivision thereof wherein the work is done, or of any other duly constituted public authority.

c. Reduce to writing, unless this provision is waived in writing by the Contracting Officer, every contract in excess of Two Thousand Dollars ($2,000) made by him for the purpose of the work hereunder for services, materials, supplies, machinery, equipment, or for the use thereof; insert therein a provision that such contract is assignable to the Government; make all such contracts in his own name, and not bind or purport to bind the Government or the Contracting Officer thereunder. No purchase in excess of $2,000 shall be made or placed without the prior approval of the Contracting Officer.

d. Enter into no subcontract for any portion of the work, except in the form prescribed by the Chief of Technical Service with the written approval of the Contracting Officer. Subcontracts are defined as contracts entered into by the Contractor with others which involve the performance, wholly or in part at the site of the work, of some part of the work described in Article I hereof.

e. At all times during the progress of the work, keep at the site thereof a duly appointed and qualified representative who shall receive and execute on the part of the Contractor such notices, directions, and instructions as the Contracting Officer may give.

f. The Contracting Officer may require the Contractor to dismiss from work such employee or employees as the Contracting Officer deems incompetent, careless, or insubordinate or whose continued employment is deemed inimical by the Contracting Officer to the public interest. The Contractor shall make every reasonable effort in the selection of his employees and in the prosecution of the work under this contract, to safeguard plot drawings and schematic drawings furnished him and drawings and specifications, and to prevent the theft or unauthorized use of the same.

g. Furnish sufficient technical, supervisory and administrative personnel to insure the prosecution of the work in accordance with a progress schedule approved by the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind a progress schedule approved by the Contracting Officer, the Contractor shall take such steps as may be necessary to improve his progress and the Contracting Officer may direct him to increase working days, or hours of labor per day. Failure to promptly comply with such directions shall be deemed sufficient cause to terminate the contract for the fault of the Contractor.

h. Immediately upon termination of third-party rental agreement, make all repairs to equipment rented thereunder which are required to be made by the terms of such rental agreements and remove such equipment from the site of the work. In cases where such repairs and removal cannot promptly be made, the Contractor shall notify the Contracting Officer of the reasons for such delay.

ART. VI. *Termination of contract by Government.* (Insert clause in § 803.350).

ART. VII. *Contracting officer's decisions.*

The extent and character of the work to be done by the Contractor shall be subject to the general supervision, direction, control and approval of the Contracting Officer to whom the Contractor shall report and be responsible.

ART. VIII. *Disputes.* (Insert article in § 803.326).

ART. IX. *Convict labor.* (Insert clause in § 803.345).

ART. X. *Labor.*

1. (Insert clause in § 803.343).
2. (Insert clause in § 803.346).
3. All wage rates, including compensation for overtime under Section 2 of this Article, for laborers and mechanics engaged in work under this contract shall be approved in writing by the Chief of the Supply Service or a representative expressly designated by him for that purpose, and any amount paid by the Contractor to any laborer or mechanic in excess of the wage rate approved for such laborer or mechanic by the Chief of the Supply Service or a representative expressly designated by him for that purpose shall be at the expense of the Contractor and shall not be reimbursed by the Government. When, in connection with the audit and check by the Contracting Officer or his authorized representative, of the Contractor's pay rolls prior to reimbursement as contemplated in Section 1 of Article II hereof, it is found that one or more laborers and/or mechanics have been paid wages at rates in excess of the wage rates approved as herein provided, the reimbursement made to the Contractor on account of such pay rolls will not include any such excess payments.

4. (Insert clause in § 803.325).

5. (Insert clause in § 803.344).

ART. XI. *Accident prevention.* (Insert clause in § 803.362).

ART. XII. *Notice to Government of labor disputes.* (Insert clause in § 803.354).

ART. XIII. *Officials not to benefit.* (Insert clause in § 803.322).

ART. XIV. *Covenant against contingent fees.* (Insert clause in § 803.323).

ART. XV. *Contractor's organization and methods.*

Upon the execution of this contract, the Contractor shall submit to the Contracting Officer a chart showing in general the executive and administrative organization, duties and personnel to be employed in connection with the work under the contract; the data so furnished shall be supplemented as additional information becomes available.

ART. XVI. *Loading and unloading cars.*

The Contractor shall load promptly all railroad cars furnished for loading upon his order and shall unload from railroad cars promptly upon arrival all shipments consigned to him, and shall provide storage facilities and other facilities necessary for these purposes; and the Contractor shall not order railway cars for loading unless they can be loaded promptly and shall not cause or permit shipments to be consigned to him unless they can be unloaded from railroad cars promptly upon arrival.

ART. XVII. *Assignment of claims.* (Insert clause in § 803.355)

ART. XVIII. *Renegotiation.* (See § 803.342 and Part 812)

ART. XIX. *Definitions.*

1. The term "Secretary of War" as used herein shall include the Under Secretary of War; and the term "Chief of Supply Arm or Service" shall mean the Chief of.....

2. The term "his duly authorized representative" shall mean any person or board authorized by the Secretary of War or the Chief of the Supply Service, as the case may be, to act for him, other than the Contracting Officer.

3. Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

4. The term "construction plant" shall include any part thereof.

ART. XX. *Approval required.* This contract shall be subject to the approval of ---------- and shall not be binding unless so approved.

ART. XXI. *Alterations.* The following changes were made in this contract before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this contract as of the day and year first above written:

THE UNITED STATES OF AMERICA,

By ----------

(Official Title)

Witnesses as to signature of Contractor:

---------- ----------
(Contractor)

(Address)

By ----------

---------- ----------
(Business Address)

(Address)

I ----------, certify that I am the Secretary of the corporation named as Contractor herein; that ---------- who signs this contract on behalf of the Contractor was then ---------- of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

In witness whereof, I have hereunto affixed my hand and the seal of said corporation this ------ day of ----------, 19----.

[CORPORATE SEAL] ----------
(Secretary)

I hereby certify that, to the best of my knowledge and belief based upon observation any inquiry, ----------, who signed this contract for ---------- had authority to execute the same, and is the individual who signs similar contracts on behalf of this corporation with the public generally.

Contracting Officer.

APPENDIX B TO CONTRACT NO.

[All equipment available.....except where otherwise specified]

Quantity	Item: Complete description, capacity, and identifying Nos.	Total purchase cost or fair value	Rental rate $....month, week or day

APPENDIX C

There is set forth below the present key employees proposed to be furnished under this contract indicating their names, description of work to be performed, an expression as to whether the salaries are based on a weekly, monthly or annual basis, and the maximum salary agreed upon to be paid for services in the position indicated for personnel now employed.

Name	Position	Salary based on weekly (W), monthly (M) or annual basis	Maximum salary agreed to be paid under contract

For the purposes of this Appendix C it is understood that—

1. "Non-manual employees" are those employees who are not "laborers and mechanics" within the meaning of the Davis-Bacon Act. The term "non-manual employees" includes all occupations not involving manual labor directly in connection with construction work. Custodial employees are included within the term "non-manual employees". The following is a list (not all inclusive) of typical "non-manual" occupations:

Accountants.
Architects.
Auditors.
Axemen.
Bookkeepers.
Chainmen.
Checkers.
Chiefs of Party.
Clerks.
Cooks.
Draftsmen.
Engineers.
Executives of any kind.
Guards.
Levelmen.
Material Checkers.
Material Clerks.
Messengers.
Office Machine Operators.
Office Managers.
Project Managers.
Purchasing Agents.
Rodmen.
Stenographers.
Stewards.
Storekeepers.
Superintendents.
Telephone Operators.
Timecheckers.
Timekeepers.
Tool Checkers.
Transitmen.
Typists.
Waiters.
Watchmen.
Waterboys.

2. Non-manual employees will be classified in the following groups:

a. Group "A". Employees whose base salaries are $53.31 or less per week.

b. Group "B". Employees whose base salaries are over $53.31 and not over $90.00 per week.

c. Group "C". Employees whose base salaries are over $90.00 per week.

d. Group "D". Trade foremen employed by construction contractors.

3. The base salaries of all employees in Groups "A" and "B" are based on a work week of 40 hours. The base salaries of all employees in Group "C" are based on a minimum work week of 48 hours.

4. No offer of employment will be made to any prospective employee for work of the same general classification and responsibility as his present employment at a rate exceeding his present salary.

5. The base salary of a person not in the employ of the contractor prior to the execution of this contract will not be approved at a rate in excess of the maximum prescribed for the job classification in the approved salary schedule attached.

6. The base salary of a person in the employ of the contractor prior to the execution of the contract will not be approved at a base salary in excess of that paid immediately prior to execution plus such increases as the contractor customarily grants for work away from the home office, except that, in cases where the classifications of such a person is changed incident to or during his assignment to the project, the salary range in the approved salary schedule shall govern.

7. *With regard to overtime payments.* a. Group "A" employees will be paid at the rate of time and one-half for all work which they are required to perform in excess of 40 hours during the first six days of any regularly scheduled work week, and at the rate of two times straight time for work which they are required to perform on the seventh consecutive day of such work week.

b. Group "B" employees will be paid at the rate of straight time for all work which they are required to perform in excess of 40 hours per week.

c. Group "C" employees will work any necessary number of hours (including work on Sundays) without payment of additional compensation.

[1] Where pay-rolls are prepared by the Government the audit thereof by the Government will be concurrent with such preparation.

[2] If not applicable, this section will be omitted.

d. Group "D" employees normally employed on an hourly basis will be granted the same overtime pay as the laborers and mechanics under their supervision. Group "D" employees employed on a weekly or monthly basis will be governed by the overtime provisions applicable to employees in Groups "A", "B", or "C".

8. *With regard to holiday payments:*

a. No deductions from weekly or monthly base salaries of employees in Groups "A", "B", and "C" shall be made for approved absences on customary holidays, and no premium wage or extra compensation shall be paid for work on such holidays, except that employees in Group "A" who are required to work on the holidays specified below, shall be paid at the rate of one and one-half times the straight time rate:

New Year's Day.	Thanksgiving Day.
July Fourth.	Christmas Day.
Labor Day	Memorial Day.

b. Group "D" employees normally employed on an hourly basis will be granted the same overtime pay as the laborers and mechanics under their supervision. Group "D" employees employed on a weekly or monthly basis will be governed by the holiday provisions applicable to Groups "A", "B", or "C."

9. *Work on the seventh consecutive day:*

a. Since it is the policy to provide that each worker will have one day of rest in seven, operations shall be arranged so as to permit one scheduled day of rest in each seven for all employees not engaged in an executive or supervisory capacity.

b. Only in situations of emergency will approval be granted to work, on the seventh consecutive day or more than 48 hours in any scheduled work week, those employees who are not engaged in executive or supervisory capacities. The Contracting Officer will obtain the prior approval of the Division Engineer or his designated representative before approving work in such cases.

10. *Leave privileges:* All employees of Groups "A", "B", "C", and those employees of Group "D" who are employed on a weekly or monthly basis, shall accrue leave with pay at the rate of two days per month for each month of service in lieu of any sick or vacation allowance, subject to the following rules:

a. Leave granted for any reason in excess of two days per month will not be reimbursable.

b. Leave may be granted by the contractor, with the approval of the Contracting Officer, at such time or times as may be deemed in the best interests of the Government. Leave may be granted during the course of employment or at the completion of employment.

c. No leave will be accrued to any employee in excess of 48 days.

d. Unearned leave may not be advanced.

e. Employees separated because of their own misconduct (including such causes as insubordination, drunkenness on the job, theft, etc.) shall forfeit any leave which they may have accrued at the time of separation.

f. Employees who resign, or are involuntarily separated for causes not due to their misconduct, shall be entitled to all leave to and including date of separation.

g. Employees shall be charged with leave only for absence on days upon which they would normally be on duty.

h. The minimum charge for leave shall be one hour. Leave granted for less than one full day shall be proportionately charged.

i. Leave may not be granted for days of disability because of accidents which are covered by compensation insurance.

11. *Approved salary schedule:*

NON-MANUAL EMPLOYEES OF COST-PLUS-A-FIXED-FEE PRINCIPAL AND SUBCONTRACTORS

Job classification	Salary ranges			
	Weekly		Monthly	
	From	To	From	To
Executive and office engineers:				
Architect, Chief	$92.31	$150.00	$400.00	$650.00
Architect Supt., Chief	44.31	103.85	192.00	450.00
Architect Supt	35.54	67.38	154.00	292.00
Architect Supt., Asst	31.15	53.31	135.00	231.00
Computer	35.54	92.31	154.00	400.00
Designer, Chief	67.38	115.38	292.00	500.00
Designer, Architectural	44.31	103.85	192.00	450.00
Designer, Engineering	44.31	103.85	192.00	450.00
Draftsman, Chief	53.31	103.85	231.00	450.00
Draftsman	26.54	53.31	115.00	231.00
Engineer, Chief	92.31	150.00	400.00	650.00
Engineer, Asst. Chief	92.31	138.46	400.00	600.00
Engineer, Departmental	92.31	138.46	400.00	600.00
Engineer, Office	67.38	115.38	292.00	500.00
Engineer, Junior	26.54	44.31	115.00	192.00
Specification Writer, Chief	67.38	115.38	292.00	500.00
Specification Writer	44.31	92.31	192.00	400.00
Field engineers:				
Axeman	18.64	19.62	69.00	85.00
Chainman	17.77	26.54	77.00	115.00
Chief of Party	35.54	67.38	154.00	292.00
Engineer, Chf. Construction	92.31	138.46	400.00	600.00
Engineer, Construction	53.31	115.38	231.00	500.00
Inspector, Chief	35.54	67.38	154.00	292.00
Inspector	26.54	53.31	115.00	231.00
Instrument Man	31.15	53.31	135.00	231.00
Rodman	22.15	31.15	96.00	135.00
Surveyor, Chief	44.31	103.85	192.00	450.00
Construction personnel:				
Equipment Manager	92.31	138.46	400.00	600.00
Estimator, Chief	53.31	103.85	231.00	450.00
Estimator	35.54	53.31	154.00	231.00
Expediter, Chief	44.31	103.85	192.00	450.00
Expediter	26.54	53.31	115.00	231.00
Labor Relations Manager	53.31	115.38	231.00	500.00
Master Mechanic	53.31	115.38	231.00	500.00
Material Checker	22.15	35.54	96.00	154.00
Paymaster	35.54	92.31	154.00	400.00
Paymaster, Asst	26.54	53.31	115.00	231.00
Personnel Manager	35.54	103.85	154.00	450.00
Priorities Manager	35.54	103.85	154.00	450.00
Priorities Manager, Asst	35.54	53.31	154.00	231.00
Project Manager	115.38	173.08	500.00	750.00
Project Manager, Asst	53.31	115.38	231.00	500.00
Purchasing Agent	53.31	138.46	231.00	600.00
Purchasing Agent, Asst	35.54	53.31	154.00	231.00
Sanitary and Safety Manager	44.31	92.31	192.00	400.00
Storekeeper, Chief	53.31	92.31	231.00	400.00
Storekeeper, Asst	26.54	53.31	115.00	231.00
Superintendent, General	115.38	173.08	500.00	750.00
Superintendent, Asst. Gen	92.31	138.46	400.00	600.00
Superintendent	92.31	138.46	400.00	600.00
Superintendent, Asst	53.31	92.31	231.00	400.00
Timekeeper, Chief	35.54	92.31	154.00	400.00
Timekeeper, Asst. Chief	26.54	44.31	115.00	192.00
Timekeeper	17.77	35.54	77.00	154.00
Traffic Manager	53.31	92.31	231.00	400.00
Traffic Manager, Asst	35.54	53.31	154.00	231.00
Office and miscellaneous personnel:				
Accountant	35.54	92.31	154.00	400.00
Accountant, Asst	35.54	53.31	154.00	231.00
Attorney and Notary	44.31	67.38	192.00	292.00
Auditor	53.31	126.92	231.00	550.00
Auditor, Asst	53.31	92.31	231.00	400.00
Blue Print Operator	31.15	39.92	135.00	173.00
Bookkeeper	26.54	48.92	115.00	212.00
Cashier	35.54	53.31	154.00	231.00

NON-MANUAL EMPLOYEES OF COST-PLUS-A-FIXED-FEE PRINCIPAL AND SUBCONTRACTORS—Con.

Job classification	Salary ranges			
	Weekly		Monthly	
	From	To	From	To
Office and miscellaneous personnel—Con.				
Chauffeur	$17.77	$26.54	$77.00	$115.00
Chief Clerk	26.54	53.31	115.00	231.00
Clerk	17.77	35.54	77.00	154.00
Doctor	44.31	92.31	192.00	400.00
Fire Chief	44.31	92.31	192.00	400.00
Fire Chief, Asst	35.54	53.31	154.00	231.00
Fireman	35.54	53.31	154.00	231.00
Guard	35.54	53.31	154.00	231.00
Janitor	17.77	22.15	77.00	96.00
Messenger	22.15	35.54	96.00	154.00
Nurse	17.77	35.54	77.00	154.00
Office Boy	17.77	26.54	77.00	115.00
Office Machine Operator	17.77	26.54	77.00	115.00
Office Manager	53.31	103.85	231.00	450.00
Office Manager, Asst	35.54	67.38	154.00	292.00
Receptionist	17.77	26.54	77.00	115.00
Safety (First Aid) Man	44.31	92.31	192.00	400.00
Secretary	17.77	31.15	77.00	135.00
Statistician	53.31	92.31	231.00	400.00
Statistician, Asst	44.31	53.31	192.00	231.00
Stenographer	17.77	26.54	77.00	115.00
Stenotypist	17.77	31.15	77.00	135.00
Telephone Operator	17.77	26.54	77.00	115.00
Typist	14.31	22.15	62.00	96.00
Watchman	17.77	31.15	77.00	135.00

§ 813.1304 *W. D. Contract Form No. 4.*

Contract No. W-------

FIXED FEE ARCHITECT-ENGINEER CONTRACT WITH OPTIONAL SUPERVISION, WAR DEPARTMENT

Architect-engineer and address: ----------
Contract for architect-engineer services in connection with ----------
Location ----------
Fixed fee for title I $----------
for title II $----------
Estimated construction cost exclusive of fixed fee ----------
Payment ------- To be made by----------

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following procurement authority or authorities, the available balances of which are sufficient to cover the cost of the same:

This contract is authorized by the following Laws:

FIXED FEE ARCHITECT-ENGINEER CONTRACT WITH OPTIONAL SUPERVISION

This contract, entered into this ------ day of ----------, 19----, by The United States of America (hereinafter referred to as "the Government"), represented by the Contracting Officer executing this contract, and------

---

---

[1] a corporation organized and existing under the laws of the State of ----------

---

[1] a partnership consisting of ----------

---

[1] an individual trading as ----------
in the City of ----------
State of ----------
(hereinafter referred to as "the Architect-Engineer"), witnesseth that:

---

[1] Delete all lines which do not apply.

Whereas, the accomplishment of the hereinafter described work and services is authorized by law and will facilitate the prosecution of the war; and

Whereas, it is deemed by the Secretary of War to be advantageous to the war effort to employ the Architect-Engineer to render services as hereinafter set forth for the preparation of necessary reports, designs, drawings, specifications, and other documents; and, at the option of the Government, for technical supervision of the construction of the project described in Article I–A hereof; and

Whereas, the Secretary of War has authorized the Government to negotiate this Cost-Plus-A-Fixed-Fee Architect-Engineer contract:

Now, therefore, the parties hereto do mutually agree as follows:

TITLE I

ARTICLE I–A. *Description of Project.* 1. The project shall be located at or near and is generally described as follows:

ART. I–B—*Statement of Architect-Engineer services.* The Architect-Engineer shall, in the shortest reasonable time, establish and maintain an office at or near the site of the work under the full-time resident direction of the Architect-Engineer; of one or more principal partners if the Architect-Engineer is a partnership or in case the Architect-Engineer is a corporation, association, or similar legal entity, one or more corporate officers thereof; or a responsible representative approved by the Contracting Officer; and the Architect-Engineer shall perform the following services (in addition to such services which may be required to be performed under Title III of this Contract):

a. Make all necessary topographical and other surveys and maps; arrange for and supervise necessary test borings and other subsurface investigations; *Provided, however,* That this provision is not to be deemed to require the Architect-Engineer to make real estate or boundary surveys.

b. Prepare, subject to the approval of the Contracting Officer, preliminary studies, sketches, and layout plans and reports including estimates of cost of the proposed project and of all structures, utilities and appurtenances thereto.

c. Adapt Government designs, drawings, specifications and standards for buildings and other structures as necessary to meet the requirements of the approved layout of the proposed project, and prepare detailed designs, specifications and drawings in required form for which Government designs are incomplete or unavailable.

d. Obtain necessary permits and approvals from all local, State, and Federal authorities. Should it become necessary in the performance of the work and services for the Architect-Engineer to secure the right of ingress and egress to perform any of the work required by this contract on properties not owned or controlled by the Government, the Architect-Engineer shall secure the consent of the owner, his representative, or agent, prior to effecting entry on such property. In the event the owner requires the payment of any fee for a license to enter upon and/or use such property, the Architect-Engineer, when so directed by the Contracting Officer, shall pay such fee and obtain a receipt therefor.

e. Prepare estimates of material quantities required to construct the project.

f. When preliminary drawings are approved in writing by the Contracting Officer, prepare final designs, detailed working drawings and specifications in accordance with Government standards necessary for the effective coordination and efficient execution of the construction work and revise such drawings and specifications if necessary. Unless otherwise directed or authorized by the Contracting Officer, drawings will be prepared in pencil on tracing paper or pencil tracing cloth of approved quality by such methods and of such quality of workmanship as will permit the revision of such drawings for record purposes and the making of satisfactory reproductions thereof. Drawings shall be prepared in ink on linen only where satisfactory results cannot be obtained otherwise. Prepare copies of the specifications and sets of full size copies of working drawings in such manner and in such numbers as the Contracting Officer may require. There shall be included in the specifications all provisions which the Contracting Officer may direct to have incorporated therein relating to the negotiating or awarding of contract or contracts, conditions under which the work shall be done, and any special provisions required by statute or existing War Department regulations or instructions.

g. Prepare an estimate of the cost of the proposed project based on the approved designs, drawings and specifications therefor.

h. Establish a permanently monumented base line, with elevations, tied into North American Datum, unless specifically exempted by written instructions of the Contracting Officer.

i. Check and approve all shop and working drawings submitted in connection with the construction work to assure that they conform with approved drawings.

j. Assist the Contracting Officer in preparing invitations for offers, analyzing and evaluating proposals for a construction contract or contracts based upon the approved drawings and specifications.

ART. I–C. *Period of service.* The Architect-Engineer shall complete all work and services under Title I of this contract except work and services required under subsection 1 of Article I–B, within -------- months after the date of this contract, but such services will extend thereafter, without additional fee, until the services set forth in Article I–B are complete or otherwise terminated.

ART. I–D. *Fixed fee and reimbursement of expenditures.* 1. In consideration for his undertakings under this Title I, the Architect-Engineer shall be paid the following:

a. A fixed fee in the amount of----------
---------- Dollars ($----------) which shall constitute complete compensation under this Title I for the Architect-Engineer's services, including the services of the resident partners or corporate officers, or the representative referred to in Article I–B and also all general overhead expenses except as otherwise herein expressly provided. Payments on account of the fixed-fee shall be made as provided in Article III–G hereof.

b. Reimbursement for expenditures as specified in Article III–E hereof.

TITLE II

At any time prior to six months after satisfactory completion and acceptance of the work and services to be furnished under Title I except subsection 1 of Article I–B, the Government, at its option, may direct, by a written order, the Architect-Engineer to perform the work and services provided under this Title II. Upon receipt of such direction, the Architect-Engineer shall proceed with such work and services.

ART. II–A. *Services to be furnished by Architect-Engineer.* 1. The Architect-Engineer shall perform the following services:

a. Furnish all governing lines, bench marks and grades essential to the construction of the project.

b. Supervise the work included in this contract to assure the construction of every part of the work in accordance with the approved drawings and specifications within the areas and boundaries designated for the project.

c. Make such field and laboratory tests of concrete and concrete aggregates and other materials at the site or at any time or place as the Contracting Officer may require. Inspect and report to the Contracting Officer in writing as to the conformity or nonconformity of the workmanship and materials to specifications; and on the progress of the project.

(1) When so directed by the Contracting Officer, arrange for, by subcontract or otherwise, and supervise tests and inspections of materials and workmanship by commercial testing laboratories or other similar agencies, either at such laboratories or at the points of manufacture or fabrication of materials. The cost of such tests and inspection shall be reimbursable and subcontracting thereof shall entail no adjustment in the fixed fee.

d. Furnish for the approval of the Contracting Officer:

(1) Labor estimates, to be prepared with the assistance of the Contractor, showing the approximate numbers, trades and dates required to meet the approved construction schedule.

(2) In addition to the requirements of Article III–L, semimonthly progress reports in approved form showing the progress of the construction work and any deviation from the approved construction schedule.

e. Upon termination or completion of this contract, as determined by the Contracting Officer, and before final payment of the fixed-fee, the Architect-Engineer shall:

(1) Prepare record drawings to show construction as actually accomplished. These record drawings shall be prepared by correcting drawings as prepared for construction purposes or, where construction drawings cannot be satisfactorily revised for record purposes, by preparation of appropriate new drawings. All such drawings shall be prepared in pencil on tracing paper or pencil tracing cloth of approved quality unless otherwise directed or authorized by the Contracting Officer. Drawings shall be prepared in ink on linen only where satisfactory results cannot be obtained otherwise.

(2) Supervise the testing of operating units designed by the Architect-Engineer to assure their conformance with specifications and furnish all engineering services necessary to secure such conformance.

(3) Prepare instructions for the proper operation and maintenance of all utilities and operating equipment designed by him.

(4) Assist in preparation of the completion report for the project.

f. Prepare such partial and final estimates of quantities and values of construction work performed under lump sum and unit price contracts and/or subcontracts as may be necessary to provide the data required under the payment provisions of such contracts and/or subcontracts.

g. Perform such other services as may be required under the provisions of Title III hereof.

ART. II–B. *Period of service.* The period of service of the Architect-Engineer under this Title II is estimated as ---------- months from receipt of order to proceed thereunder, but will extend thereafter until the services set forth herein are complete or otherwise terminated. If for any reason the time required of the Architect-Engineer under this Title II is extended for more than thirty (30) calendar days beyond that estimated in this Article, there shall be an equitable adjustment in the Architect-Engineer fixed fee, as may be agreed upon between the Architect-Engineer and the Contracting Officer.

ART. II–C. *Fixed-fee and reimbursement of expenditures.* 1. In consideration for his undertakings under this Title II, the Architect-Engineer shall be paid the following:

a. Fixed-Fee in the amount of ----------
---------- dollars ($--------) which shall constitute complete compensation under this Title II for the Architect-Engineer's services, including the services

of the resident partners or corporate officers, or the representative referred to in Article I–B, and all general overhead expenses except as otherwise herein expressly provided. Payment on account of the fixed-fee shall be made as provided in Article III–G hereof.

b. Reimbursement for expenditures as specified in Title III.

TITLE III

The provision of this title shall apply to this entire contract, to-wit: To Title I and likewise to Title II, should Title II become operative as provided therein.

ART. III–A. *Additional services to be performed by Architect-Engineer.* 1. Without additional compensation the Architect-Engineer shall perform the following services:

a. The Architect-Engineer, or any member of the organization, when requested, shall consult and advise with the Contracting Officer on any questions which may arise in connection with the service furnished under this contract.

b. Prepare schedules and charts showing the sequence of operations in the construction of each of the several portions of the work.

c. Prepare estimates showing the quantities of critical and important materials and length of time after award of the construction contract when such materials will be required on the site.

d. Perform all other architectural and engineering services within the scope of this contract, required by the Contracting Officer.

ART. III–B. *Records and accounts, inspection and audit*—1. *Records and books of account.* The Architect-Engineer agrees to keep records and books of account, showing the actual cost to him of all items of labor, material, equipment, supplies, services, and other expenditures of whatever nature for which reimbursement is authorized under the provisions of this contract. The system of accounting to be employed by the Architect-Engineer shall be such as is satisfactory to the Contracting Officer.

2. *Access to records by Contracting Officer and Architect-Engineer.* The Contracting Officer shall at all times be afforded proper facilities for inspection of the work and shall at all times have access to the premises, work and materials, to all books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda of every description of the Architect-Engineer pertaining to said work except such documents as are submitted in support of reimbursement vouchers; and the Architect-Engineer shall preserve such papers, without additional compensation therefor, for a period of three (3) years after completion or termination of this contract. Likewise, any duly authorized representative of the Architect-Engineer shall be accorded the privilege of examining the books, records, and papers of the Contracting Officer relating to the actual cost of the work for the purpose of checking and verifying such cost.

3. *Auditing functions.* In order to avoid so far as possible duplication in accounting and auditing functions performed by the Architect-Engineer and the Government, it is agreed that the following accounting and auditing function shall be performed by the Government exclusively.

a. Time Checking in the field or in the Architect-Engineer's plant (not time keeping).

b. Audit of original payrolls of the Architect-Engineer (or such portions thereof as are applicable), where such payrolls are prepared by the Architect-Engineer.[1]

[1] Where payrolls are prepared by the Government the audit thereof by the Government will be concurrent with such preparation.

c. Checking of equipment rentals and the preparation and delivery of properly approved rental rolls to the Architect-Engineer for payment.

d. Such other accounting and auditing functions as may be effectively performed by Government employees and to which the Contracting Officer and the Architect-Engineer may mutually agree in writing.

4. *Discharge of functions.* It is further agreed that if any of the accounting and auditing functions performed exclusively by the Government do not adequately discharge such accounting and auditing functions to the satisfaction of the Architect-Engineer, the Architect-Engineer with the approval in writing of the Contracting Officer, may perform such additional checking and auditing as may be so approved. The Architect-Engineer shall be reimbursed for the cost of such additional accounting and auditing functions as are so approved.

ART. III–C. *Equipment and services to be furnished by the Government.* 1. The Government shall provide for the use of the Architect-Engineer's field organization during the period covered by this contract, all office and drafting room space, supplies, equipment, facilities, and services necessary for the proper performance of work hereunder.

a. If any of the foregoing articles, equipment, services or other items required by the Architect-Engineer's field organization are not promptly made available by the Government, the Architect-Engineer, when such action is approved by the Contracting Officer, shall procure such items and the Architect-Engineer shall be reimbursed for expenses incurred in connection therewith, provided that direct payment by the Government shall be made as prescribed in Article III–E, Section 2 hereof for any communication services mentioned in that Article which the Architect-Engineer procures. Unless procurement on a rental basis is approved in advance by the Contracting Officer, all items of office equipment which the Architect-Engineer procures under this section shall be purchased and title thereto shall vest in the Government. Third party rental agreements made for items covered by this provision shall be terminable at the option of the Government and, except for third-party owned motor-propelled vehicles, shall not contain a recapture clause.

2. Except as to property the liability for which is fixed by any other instrument or agreement or by some other provision of this contract, the Architect-Engineer shall not be liable for loss or destruction of or damage to property of the Government in the possession or control of the Architect-Engineer in connection with this contract unless such loss, damage or destruction results from wilful misconduct or failure to exercise good faith on the part of the Architect-Engineer's corporate officers or other representatives having supervision or direction of the operation of the whole of the Architect-Engineer's business or of the whole of any plant operated by the Architect-Engineer in the performance of this contract.

3. In the event office space at or near the site of the work is not provided by the Government in sufficient time to permit the work and services described herein to be performed efficiently and expeditiously, the Architect-Engineer, if approved in advance in writing by the Contracting Officer, may rent or lease such space at a convenient location, or if such rented or leased space is not available, may arrange by subcontract or otherwise for the construction of a temporary structure or stuctures to meet his immediate needs, on Government owned or controlled property or on privately owned property leased for such purpose.

ART. III–D. *Estimated cost of construction.* 1. The present preliminary estimated construction cost of the project on which the services of this contract are based is approximately_____Dollars ($_____) exclusive of Architect-Engineer's fixed-fee. It is expressly understood, however, that neither the Government nor the Architect-Engineer guarantees the correctness of this estimate.

ART III–E. *Reimbursement for expenditures.* 1. In addition to the payment of the fixed-fee as specified herein, the Architect-Engineer will be reimbursed for such of his actual expenditures in the performance of the work as may be approved or ratified by the Contracting Officer and as are included in the following items:

a. Actual salaries or wages paid to principal assistant engineers, engineers, architects and other technical, administrative and field employees of the Architect-Engineer directly engaged in the work including those in both his home and field office. The payment of any excess over the scheduled amounts shown in the approved salary schedule, Appendix "C" attached hereto and made a part hereof, shall not be reimbursable, unless and until the Chief of the Technical Service has so approved in writing.

b. In case the full time of one or more employees of the Architect-Engineer is not applied to the work hereunder, the salaries or wages of such employees shall be included in this item only in proportion to the actual time applied thereto.

c. Travel: (1) If the Architect-Engineer and/or his representatives shall be required to travel, the Government will reimburse the Architect-Engineer for the transportation, including Pullman where necessary, and will allow the traveler Six Dollars ($6.00) per day in lieu of all other expenses.

(2) All travel shall be either authorized or approved in writing by the Contracting Officer. Should the Architect-Engineer, or any representative thereof, remain in a travel status in excess of six (6) days at any one time, not including the time consumed in travel the cost for such excess travel status shall be at the expense of the Architect-Engineer unless otherwise ordered in writing by the Contracting Officer.

(3) Authorized transportation by automobile shall be reimbursed at the rate of Five Cents ($.05) per mile as representing the actual cost of such transportation.

d. Payment from his own funds made by the Architect-Engineer under the Federal Social Security Act and any applicable state or local taxes, fees or charges which the Architect-Engineer may be required to pay from his own funds on account of this contract.

e.–h. (Insert clauses a to d set forth in § 803.365 (b)).

i. Subcontracts, when approved by the Contracting Officer. Unless otherwise expressly provided for in this contract, subcontracting of any services covered by this contract shall be subject to a decrease in the fixed fee by an equitable adjustment on the basis of the decrease in services due to such subcontracting.

j. Temporary rights in land required in connection with the work and services hereunder, when approved in writing by the Contracting Officer.

k. Expenditures made by the Architect-Engineer under the provisions of Article III–C and III–F of this contract.

l. Such other items as should in the opinion of the Contracting Officer, be included in the cost of the work, *provided* that when such items are allowed by the Contracting Officer, they shall be specifically certified as being allowed under this subsection.

m. All expenditures for which reimbursement has not been made pursuant to Letter Contract dated _____, a copy of which is attached hereto. Such Letter Contract is hereby merged and superseded by this contract.[1] This subparagraph *m* shall be deemed

[1] This contract will bear same date as letter contract.

to be included herein if and only if this contract is preceded by a Letter Contract.

n. Rental for equipment owned and furnished by the Architect-Engineer, subject to such rental rates, terms and conditions as may be approved by the Contracting Officer; provided that the necessity for the use of such equipment is approved in advance by the Contracting Officer; and provided, further, that such equipment shall not be subject to recapture.

o. Rental paid by the Architect-Engineer for third-party-owned motor propelled vehicles. Each agreement for the rental of such equipment shall be in a form prescribed by the Contracting Officer, shall be subject to his approval and shall include provisions (1) that title to such equipment free of all liens and encumbrances shall vest in the Government when and if the total rental paid and/or accrued to the lessor for any item of equipment shall equal the approved value thereof plus one per cent (1%) of the approved value per month for each contract month or fraction thereof such piece of equipment shall have been in use, and that on demand the lessor will deliver to the Contracting Officer such evidences of title as he shall demand; and (2) that at any time prior to termination of such rental agreement, the Government may at its option purchase any piece of equipment by paying the lessor the difference between the valuation of such piece of equipment plus one per cent (1%) of the approved value per month for each contract month or part thereof such piece of equipment shall have been in use, and the total rental theretofore paid for such piece of equipment, provided, however, that either of such provisions may be omitted from such rental agreements if the omission is approved by the Chief of the Technical Service.

p. Fees for necessary permits and licenses under subparagraph *d* of Article I–B hereof.

q. Expenses of procuring necessary field forces and the transportation and traveling expenses to the work of such personnel (including personnel already in the employ of the Architect-Engineer) for the economical and successful prosecution of the work, and return when such services are no longer required; expenditures under these items shall be either authorized or approved in writing by the Contracting Officer.

r. Reimbursement under this Article shall include all actual expenditures directly chargeable to the work and services provided herein performed at the Architect-Engineer's home office, its field office, or elsewhere.

s. In the event the Contracting Officer shall determine that the best interests of the Government require that the Architect-Engineer initiate or defend litigation in connection with claims of third parties arising out of the performance of this contract, the Architect-Engineer will proceed with such litigation in good faith and the costs and expenses of such litigation, including judgments and court costs, allowances rendered or awarded in connection with suits for wages, overtime or salaries, and reasonable attorneys' fees for private counsel when the Government does not furnish Government counsel, shall be reimbursable under this contract.

2. No salary, wages or like compensation of the Architect-Engineer, partners or corporate officers of the Architect-Engineer's organization and no salary, wages or like compensation of the resident manager referred to in Article I–B shall be included in the cost of the work; nor shall any interest on capital employed or on borrowed money be included in the cost of the work.

ART. III–F. *Expert technical assistance.* 1. When in the judgment of the Contracting Officer the complexity and nature of the project are such as to require expert technical assistants, or services, or advice in connection with special phases of the work such as site planning, aerial surveys, manufacturing processes, or other problems of a highly technical character, the Architect-Engineer may obtain by subcontract, or otherwise, when so ordered by the Contracting Officer, such supplemental professional services as are necessary for the proper performance of this contract. The obtaining of such supplemental professional services shall entail no adjustment of the fixed-fee.

2. The provisions of the above section shall not apply to the usual professional services normally furnished by Architect-Engineers, including but not limited to topographic surveys, design of water supply and sewerage systems, power plants and other utilities, structures and foundations. If, in the opinion of the Contracting Officer, it is essential for the proper prosecution of the work that the Architect-Engineer obtain expert technical advice or consulting services in connection with those classes of service not included in section 1 above, the cost of obtaining such advice or service shall not be reimbursable except for the salaries of employees of such consultants, when assigned to the work on a full-time basis.

ART. III–G. *Method of payment.* 1. Payments to the Architect-Engineer are to be made as follows:

a. At intervals of not less than two weeks, the Architect-Engineer shall prepare a statement of the actual salaries paid, as hereinbefore mentioned, during the preceding period of two weeks, together with a statement of all other reimbursable expenses and including an estimate of the portion of the Architect-Engineer's fixed-fee earned. These statements, with original certified payrolls, receipted bills for all expenses including materials, rentals, supplies and equipment, and all other supporting data as may be required, shall be delivered to the Contracting Officer. The approved amounts of such statements shall be the basis for the preparation of the public voucher.

b. Payments of reimbursable cost items and of 90% of the amount of the Architect-Engineer's fee earned shall be made on vouchers approved by the Contracting Officer on standard forms, as soon as practicable after the submission of statements, supported by original certified payrolls, receipted bills for all expenses including materials, supplies and equipment, rentals, and all other supporting data. Upon completion of the project and its final acceptance the Architect-Engineer shall be paid the unpaid balance of any money due the Architect-Engineer hereunder.

c. Prior to final payment and as a condition thereof the Architect-Engineer shall furnish the Government with a release of all claims against the Government arising under and by virtue of this contract, other than (1) such claims, if any, as may be specifically excepted by the Architect-Engineer from the operation of the release in stated amounts to be set forth therein, or in estimated amounts where the amounts are not susceptible of exact statement, and (2) any claim based upon responsibility of the Architect-Engineer to third parties arising out of the performance of this contract not known to the Architect-Engineer at the time of furnishing the release.

d. Even though the existence or amount thereof shall not be determined until after the furnishing of such release as is described next above, reimbursement to be made for payments made by the Architect-Engineer shall include, along with wages and salaries otherwise reimbursable, all additional amounts determined either by approval of the Contracting Officer or by litigation (as provided in Subsection r, Section 1, Article III–E) to be due and payable for overtime compensation and allowances under local, state or Federal laws in connection with such wages and salaries.

e. The Architect-Engineer shall promptly notify the Contracting Officer of any claims of the type described in clause (2) of Subsection c of this Section which are asserted subsequent to the execution of the release.

f. In the event that the Government does not exercise the option under Title II of this contract within 30 days after the satisfactory completion and acceptance by the Contracting Officer of the work done by the Architect-Engineer under Article I–B, subsections *a* through *h* inclusive, the Architect-Engineer shall be paid the unpaid balance of any money due for work done under said Article I–B, subsections *a* through *h* inclusive.

ART. III–H. *Drawings and other data to become property of Government.* 1. All drawings, designs and specifications are to become the property of the Government on completion as outlined in this contract, and the Government shall have full right to use said drawings, designs and specifications as instruments for the purpose of constructing under contract or otherwise any buildings or other structures for the sole use of the Government when and where the Government may designate, without any claim on the part of the Architect-Engineer for additional compensation.

2. All notes, designs, drawings and other data concerning the project shall be delivered to the Government whenever requested by the Contracting Officer and, furthermore, access to such data shall be restricted to trusted and duly authorized representatives of the Government and of the Architect-Engineer.

ART. III–I. *The Contracting Officer's decisions.* 1. The extent and character of the work to be done by the Architect-Engineer shall be subject to the general supervision, direction, control, and approval of the Contracting Officer, to whom the Architect-Engineer shall report and be responsible.

ART. III–J. *Disputes.* (Insert article in § 803.326)

ART. III–K. *Changes in work or services.* 1. The Contracting Officer may at any time by written order issue additional instructions, require additional work or services or direct the omission of work or services covered by this contract. If such changes cause a material increase or decrease in the amount or character of the work and services to be done under this contract an equitable adjustment of the amount of the fixed fee to be paid the Architect-Engineer shall be made and the contract shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted within 10 days from the date the change is ordered (unless the Contracting Officer, with the approval of the Secretary of War or his duly authorized representative, shall grant a further period of time prior to the date of final settlement of the contract). Nothing provided in this Article shall excuse the Architect-Engineer from proceeding with the prosecution of the work so changed. There shall be no adjustment in the amount of the fixed fee as provided herein, nor any claim therefore because of any errors and/or omissions made in computing the estimated cost of the work under this contract or where the actual cost varies from the estimated cost.

ART. III–L. *Termination for cause or for convenience of the Government.* 1. The Government may terminate this contract at any time and for any cause by a notice in writing from the Contracting Officer to the Architect-Engineer. Upon receipt of such notice the Architect-Engineer shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for materials, facilities and supplies in connection with performance of this contract and shall proceed to cancel promptly all existing orders and terminate work under subcontracts insofar as such orders and/or work are chargeable to this contract.

2. Upon the termination of this contract, full and complete settlement of all claims of

the Architect-Engineer arising out of this contract shall be made as follows:

a. The Government shall assume and become liable for all obligations, commitments, and claims that the Architect-Engineer may have theretofore in good faith undertaken or incurred in connection with said work and in accordance with the provisions of this contract; and the Architect-Engineer shall, as a condition of receiving the payments mentioned in this Article, execute and deliver all such papers and take all such steps as the Contracting Officer may require for the purpose of fully vesting in the Government the rights and benefits of the Architect-Engineer under such obligations or commitments.

b. The Government shall reimburse the Architect-Engineer for all expenditures made in accordance with Article III–E and not previously reimbursed.

c. The obligations of the Government to make any of the payments required by this Article, or by Article III–G of this contract, shall be subject to any unsettled claims for labor or material or any claim the Government may have against the Architect-Engineer.

3. If the contract is terminated for the convenience of the Government, the Architect-Engineer will be paid promptly that proportion of the prescribed fixed-fee which the work actually performed bears to the total work called for under this contract, less fixed-fee payments previously made, and the Government shall further reimburse the Architect-Engineer for such essential expenditures, made after the date of termination, for the protection of Government property and for accounting services in connection with the settlement of this contract, as the Contracting Officer may approve.

4. If the contract is terminated due to the fault of the Architect-Engineer, no further payments on account of the fixed-fee will be made.

ART. III–M. *Progress reports and changes in personnel.*

1. The Architect-Engineer shall promptly, after the execution of the contract, prepare and submit to the Contracting Officer, for approval, a schedule showing the order in which the Architect-Engineer proposes to carry on the work, with dates on which he will start the several salient features of the work and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart at suitable scale as to indicate with symbols the percentage completed at any time. The Architect-Engineer shall correct the progress schedule at the end of each week and shall immediately deliver to the Contracting Officer three copies of the same.

2. The Architect-Engineer shall furnish sufficient technical, supervisory and Administrative personnel to insure the prosecution of the work in accordance with the approved progress schedule. If, in the opinion of the Contracting Officer, the Architect-Engineer falls behind the prograss schedule, the Architect-Engineer shall take such steps as may be necessary to improve his progress and the Contracting Officer may direct him to increase working days per week, or hours of labor per day and failure to promptly comply with such directions shall be deemed sufficient cause to terminate the contract.

3. When in the opinion of the Contracting Officer the Architect-Engineer's personnel and/or overhead is excessive for the proper performance of this contract, reductions thereof shall be made as required by the Contracting Officer.

ART. III–N. *Convenant against contingent fees.* (Insert clause in § 803.323)

ART. III–O. *Officials not to benefit.* (Insert clause in § 803.322)

ART. III–P. *Assignment of claims.* (Insert clause in § 803.355)

ART. III–Q. *Anti-discrimination.* (Insert clause in § 803.325)

ART. III–R. *Convict labor.* (Insert clause in § 803.345)

ART. III–S. *Dismissals.* 1. The Contracting Officer may require the Contractor to dismiss from work such employee or employees as the Contracting Officer deems incompetent, careless, or insubordinate or whose continued employment is deemed inimical by the Contracting Officer to the public interest. The Architect-Engineer shall make every reasonable effort in the selection of his employees and in the prosecution of the work under this contract to safeguard plot drawings and schematic drawings furnished him, and drawings and specifications, and to prevent the theft or unauthorized use of the same.

ART. III–T. *Accident prevention.* (Insert clause in § 803.362)

ART. III–U. *Insurance.* (Insert § 803.365 (c))

ART. III–V. *Renegotiation.* (See § 803.342 and Part 812)

ART. III–W. *Approval required.*

1. This contract shall be subject to the approval of ---------- and shall not be binding unless so approved.

ART. III–X. *Definitions.*

1. The term "Chief of the Supply Service" refers to the head of a service of the War Department, viz., the Chief of Engineers, the Chief of Ordnance, or the Chief of Chemical Warfare Service.

2. The terms "Secretary of War" and "Chief of the Supply Service" shall include their duly authorized representatives as the case may be other than the Contracting Officer.

3. The terms "Secretary of War" and "Chief of Engineers" shall include any person or board authorized by the Secretary of War or the Chief of the Supply Service, as the case may be, to act for him, other than the Contracting Officer.

4. Except for the original signing of this contract, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

ART. III–Y. *Alterations.*

The following changes were made in this contract before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this contract as of the day and year first above written.

THE UNITED STATES OF AMERICA,
By ----------

(Contracting Officer)

ARCHITECT-ENGINEER,
By ----------
Title: ----------
Business Address: ----------

Witnesses as to signature of Architect-Engineer:

(Address)

(Address)

CERTIFICATION

I, ----------
do hereby certify that I am the duly qualified ---------- of the corporation named herein as Architect-Engineer; that ----------
who signed this contract on behalf of the Architect-Engineer was then ----------
---------- of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

In witness whereof, I have hereunto affixed my hand and the seal of the ----------
----
this ---------- day of ----------, 194---

[CORPORATE SEAL]

APPENDIX "C"

There is set forth below the present key employees proposed to be furnished under this contract indicating their names, description of work to be performed, an expression as to whether the salaries are based on a weekly, monthly or annual basis, and the maximum salary agreed upon to be paid for services in the position indicated for personnel now employed.

Name	Position	Salary based on weekly (W) monthly (M) or annual basis.	Maximum salary agreed to be paid under contract.

For the purposes of this Appendix "C" it is understood that

1. "Non-manual employees" are those employees who are not "Laborers and mechanics" within the meaning of the Davis-Bacon Act. The term "Non-manual employees" includes all occupations not involving manual labor directly in connection with construction work. Custodial employees are included within the term "non-manual employees." The following is a list (not all inclusive) of typical "non-manual" occupations:

Accountants.	Office Machine Operators.
Architects.	Office Managers.
Auditors.	Project Managers.
Axemen.	Purchasing Agents.
Bookkeepers.	Rodmen.
Chainmen.	Stenographers.
Checkers.	Stewards.
Chiefs of Party.	Storekeepers.
Clerks.	Superintendents.
Cooks.	Telephone Operators.
Draftsmen.	Timecheckers.
Engineers.	Timekeepers.
Executives of any kind.	Tool Checkers.
Guards.	Transitmen.
Levelmen.	Typists.
Material Checkers.	Waiters.
Material Clerks.	Watchmen.
Messengers.	Waterboys.

2. Non-manual employees will be classified in the following groups:

a. Group "A." Employees whose base salaries are $53.31 or less per week.

b. Group "B." Employees whose base salaries are over $53.31 and not over $90.00 per week.

c. Croup "C." Employees whose base salaries are over $90.00 per week.

d. Group "D." Trade foremen employed by construction contractors.

3. The base salaries of all employees in Groups "A" and "B" are based on a work week of 40 hours. The base salaries of all employees in Group "C" are based on a minimum work week of 48 hours.

4. No offer of employment will be made to any prospective employee for work of the same general classification and responsibility as his present employment at a rate exceeding his present salary.

5. The base salary of a person not in the employ of the Architect-Engineer prior to the execution of this contract will not be approved at a rate in excess of the maximum prescribed for the job classification in the approved salary schedule attached.

6. The base salary of a person in the employ of the Architect-Engineer prior to the execution of the contract will not be approved at a base salary in excess of that paid immediately prior to execution plus such increases as the Architect-Engineer customarily grants for work away from the home office, except that, in cases where the classifications of such a person is changed incident to or during his assignment to the project, the salary range in the approved salary schedule shall govern.

7. *With regard to overtime payments:*

a. Group "A" employees will be paid at the rate of time and one-half for all work which they are required to perform in excess of 40 hours during the first six days of any regularly scheduled work week, and at the rate of two times straight time for work which they are required to perform on the seventh consecutive day of such work week.

b. Group "B" employees will be paid at the rate of straight time for all work which they are required to perform in excess of 40 hours per week.

c. Group "C" employees will work any necessary number of hours (including work on Sundays) without payment of additional compensation.

d. Group "D" employees normally employed on an hourly basis will be granted the same overtime pay as the laborers and mechanics under their supervision. Group "D" employees employed on a weekly or monthly basis will be governed by the overtime provisions applicable to employees in Group "A," "B" or "C."

8. *With regard to holiday payments:*

a. No deductions from weekly or monthly base salaries of employees in Groups "A," "B," and "C" shall be made for approved absences on customary holidays, and no premium wage or extra compensation shall be paid for work on such holidays, except that employees in Group "A" who are required to work on the holidays specified below, shall be paid at the rate of one and one-half times the straight time rate:

New Year's Day.	Thanksgiving Day.
July Fourth.	Christmas Day.
Labor Day.	Memorial Day.

b. Group "D" employees normally employed on an hourly basis will be granted the same overtime pay as the laborers and mechanics under their supervision. Group "D" employees employed on a weekly or monthly basis will be governed by the holiday provisions applicable to Group "A", "B", or "C".

9. *Work on the seventh consecutive day.*

a. Since it is the policy to provide that each worker will have one day of rest in seven, operations shall be arranged so as to permit one scheduled day of rest in each seven for all employees not engaged in an executive or supervisory capacity.

b. Only in situations of emergency will approval be granted to work, on the seventh consecutive day or more than 48 hours in any scheduled work week, those employees who are not engaged in executive or supervisory capacities. The Contracting Officer will obtain the prior approval of the Division Engineer or his designated representative before approving work in such cases.

10. *Leave privileges.* All employees of Groups "A", "B", "C", and those employees of Group "D" who are employed on a weekly or monthly basis, shall accrue leave with pay at the rate of two days per month for each month of service in lieu of any sick or vacation allowance, subject to the following rules:

a. Leave granted for any reason in excess of two days per month will not be reimbursable.

b. Leave may be granted by the Architect-Engineer, with the approval of the Contracting Officer, at such time or times as may be deemed in the best interests of the Government. Leave may be granted during the course of employment or at the completion of employment.

c. No leave will be accrued to any employee in excess of 48 days.

d. Unearned leave may not be advanced.

e. Employees separated because of their own misconduct (including such causes as insubordination, drunkenness on the job, theft, etc.) shall forfeit any leave which they may have accrued at the time of separation.

f. Employees who resign, or are involuntarily separated for causes not due to their misconduct, shall be entitled to all leave to and including date of separation.

g. Employees shall be charged with leave only for absence on days upon which they would normally be on dtuy.

h. The minimum charge for leave shall be one hour. Leave granted for less than one full day shall be proportionately charged.

i. Leave may not be granted for days of disability because of accidents which are covered by compensation insurance.

11. *Approved salary schedule:*

NON-MANUAL EMPLOYEES OF COST-PLUS-A-FIXED-FEE PRINCIPAL AND SUBCONTRACTORS

Job classification	Salary ranges			
	Weekly		Monthly	
	From	To	From	To
Executive and office engineers:				
Architect, Chief	$92.31	$150.00	$400.00	$650.00
Architect Supt., Chief	44.31	103.85	192.00	450.00
Architect Supt	35.54	67.38	154.00	292.00
Architect Supt., Asst	31.15	53.31	135.00	231.00
Computer	35.54	92.31	154.00	400.00
Designer, Chief	67.38	115.38	292.00	500.00
Designer, Architectural	44.31	103.85	192.00	450.00
Designer, Engineering	44.31	103.85	192.00	450.00
Draftsman, Chief	53.31	103.85	231.00	450.00
Draftsman	26.54	53.31	115.00	231.00
Engineer, Chief	92.31	150.00	400.00	650.00
Engineer, Asst. Chief	92.31	138.46	400.00	600.00
Engineer, Departmental	92.31	138.46	400.00	600.00
Engineer, Office	67.38	115.38	292.00	500.00
Engineer, Junior	26.54	44.31	115.00	192.00
Specification Writer, Chief	67.38	115.38	292.00	500.00
Specification Writer	44.31	92.31	192.00	400.00
Field Engineers:				
Axeman	18.64	19.62	69.00	85.00
Chainman	17.77	26.54	77.00	115.00
Chief of Party	35.54	67.38	154.00	292.00
Engineer, Chf. Construction	92.31	138.46	400.00	600.00
Engineer, Construction	53.31	115.38	231.00	500.00
Inspector, Chief	35.54	67.38	154.00	292.00
Inspector	26.54	53.31	115.00	231.00
Instrument Man	31.15	53.31	135.00	231.00
Rodman	22.15	31.15	96.00	135.00
Surveyor, Chief	44.31	103.85	192.00	450.00
Construction personnel:				
Equipment Manager	92.31	138.46	400.00	600.00
Estimator, Chief	53.31	103.85	231.00	450.00
Estimator	35.54	53.31	154.00	231.00
Expediter, Chief	44.31	103.85	192.00	450.00
Expediter	26.54	53.31	115.00	231.00
Labor Relations Manager	53.31	115.38	231.00	500.00
Master Mechanic	53.31	115.38	231.00	500.00
Material Checker	22.15	35.54	96.00	154.00
Paymaster	35.54	92.31	154.00	400.00
Paymaster, Asst	26.54	53.31	115.00	231.00
Personnel Manager	35.54	103.85	154.00	450.00
Priorities Manager	35.54	103.85	154.00	450.00
Priorities Manager, Asst	35.54	53.31	154.00	231.00
Project Manager	115.38	173.08	500.00	750.00
Project Manager, Asst.	53.31	115.38	231.00	500.00
Purchasing Agent	53.31	138.46	231.00	600.00
Purchasing Agent, Asst	35.54	53.31	154.00	231.00
Sanitary and Safety Manager	44.31	92.31	192.00	400.00
Storekeeper, Chief	53.31	92.31	231.00	400.00
Storekeeper, Asst.	26.54	53.31	115.00	231.00
Superintendent General	115.38	173.08	500.00	750.00
Superintendent, Asst. Gen.	92.31	138.46	400.00	600.00
Superintendent	92.31	138.46	400.00	600.00

NON-MANUAL EMPLOYEES OF COST-PLUS-A-FIXED-FEE PRINCIPAL AND SUBCONTRACTORS—Con.

Job classification	Salary ranges			
	Weekly		Monthly	
	From	To	From	To
Construction personnel—Continued				
Superintendent, Asst.	$53.31	$92.31	$231.00	$400.00
Timekeeper, Chief	35.54	92.31	154.00	400.00
Timekeeper, Asst. Chief	26.54	44.31	115.00	192.00
Timekeeper	17.77	35.54	77.00	154.00
Traffic Manager	53.31	92.31	231.00	400.00
Traffic Manager, Asst.	35.54	53.31	154.00	231.00
Office and Miscellaneous personnel:				
Accountant	35.54	92.31	154.00	400.00
Accountant, Asst	35.54	53.31	154.00	231.00
Attorney and Notary	44.31	67.38	192.00	292.00
Auditor	53.31	126.92	231.00	550.00
Auditor, Asst	53.31	92.31	231.00	400.00
Blue Print Operator	31.15	39.92	135.00	173.00
Bookkeeper	26.54	48.92	115.00	212.00
Cashier	35.54	53.31	154.00	231.00
Chauffer	17.77	26.54	77.00	115.00
Chief Clerk	26.54	53.31	115.00	231.00
Clerk	17.77	35.54	77.00	154.00
Doctor	44.31	92.31	192.00	400.00
Fire Chief	44.31	92.31	192.00	400.00
Fire Chief, Asst	35.54	53.31	154.00	231.00
Fireman	35.54	53.31	154.00	231.00
Guard	35.54	53.31	154.00	231.00
Janitor	17.77	22.15	77.00	96.00
Messenger	22.15	35.54	96.00	154.00
Nurse	17.77	35.54	77.00	154.00
Office Boy	17.77	26.54	77.00	115.00
Office Machine Operator	17.77	26.54	77.00	115.00
Office Manager	53.31	103.85	231.00	450.00
Office Manager, Asst.	35.54	67.38	154.00	292.00
Receptionist	17.77	26.54	77.00	115.00
Safety (First Aid) Man	44.31	92.31	192.00	400.00
Secretary	17.77	31.15	77.00	135.00
Statistician	53.31	92.31	231.00	400.00
Statistician, Asst	44.31	53.31	192.00	231.00
Stenographer	17.77	26.54	77.00	115.00
Stenotypist	17.77	31.15	77.00	135.00
Telephone Operator	17.77	26.54	77.00	115.00
Typist	14.31	22.15	62.00	96.00
Watchman	17.77	31.15	77.00	135.00

§ 813.1305 *W. D. Contract Form No. 5.* See § 813.1317d.

§ 813.1306 *W. D. Contract Form No. 6.* See § 813.1317f.

§ 813.1307 *W. D. Contract Form No. 7.*

LETTER ORDER FOR SUPPLIES (No PRICE STATED)

Contract No. ----------
(Negotiated)
Date ----------
Place ----------
Contractor ----------
Address ----------

GENTLEMEN: 1. An order is hereby placed with you for the manufacture and delivery to the Government of the following supplies:

----

2. You are directed, upon your acceptance of this order, to proceed immediately to furnish the necessary materials, jigs, dies, fixtures and gages, and other machinery and equipment,[1] and to commence the manufacture of the supplies called for in paragraph 1, and to pursue such work with all

[1] As to cases where it is anticipated that the contractor will have to purchase machinery or equipment (other than jigs, dies, fixtures and gages) in an estimated amount of more than $100.000, see § 810.1008.

diligence to the end that the supplies may be delivered to the Government at the earliest practicable date.

3. All applicable articles (other than the article "Termination for the Convenience of the Government") now required by Federal Law, Executive Order, or War Department Procurement Regulations to be included in contracts for supplies of the kind herein described are incorporated herein by reference.

4. By your acceptance hereof, you undertake without delay to enter into negotiations with the War Department looking to the execution of a definitive contract which will follow in the main War Department Contract Form No. 1[2] and will include all applicable articles then required by Federal Law, Executive Order and War Department Procurement Regulations to be included in contracts for supplies of the kind herein described. The definitive contract will also contain a detailed delivery schedule and prices, terms and conditions as agreed to by the parties, which may or may not be at variance with the provisions of this order.

5. Pending the execution of a definitive contract, each expenditure, order, subcontract or commitment made by you in furtherance of the performance of this order—

(a) for machinery or equipment other than jigs, dies, fixtures or gages, or

(b) for an amount in excess of _____ Dollars ($_____), will be subject to the written approval of the Contracting Officer, and you are not authorized to expend or obligate, in furtherance of your performance hereunder, more than _____ Dollars ($_____) in the aggregate.

6. (a) In case a definitive contract is not executed by _____, 19____ (or any subsequent date at any time mutually agreed upon) because of the inability of the parties to agree upon a definitive contract, this order will terminate on the stated date or such subsequent date, as the case may be.

(b) The Government may at any time terminate this order in whole or in part for its convenience by giving you written notice of such termination.

(c) In the event of any termination pursuant to either paragraph 6 (a) or paragraph 6 (b) of this order, you and the Contracting Officer will attempt to agree by negotiation upon a settlement estimated by the parties to be the aggregate amount (less payments previously made to you) of the costs incurred by you in the performance of this order and the amounts paid or to be paid by you or for your account in settling with the approval of the Contracting Officer your obligations for commitments made in the performance of this order. *In case of termination pursuant to paragraph 6 (b), such negotiated settlement may include a reasonable allowance for profit.*[1] Any such negotiated settlement shall be embodied in a Supplemental Agreement.

(d) If you and the Contracting Officer are not able to agree upon such a negotiated settlement within 90 days after the effective date of the termination (or within such longer period as at any time may be mutually agreed upon), the Government binds itself (without duplication of any of the following payments or of payments previously made) to reimburse you for the costs incurred by you in the performance of this order and for any amounts paid by you or for your account in settling with the approval of the Contracting Officer your obligations for commitments made in the performance of this order. In lieu of reimbursing you for expenditures made by you in settling any of your obligations for commitments, the Government, in the discretion of the Contracting Officer, may assume such obligations or any of them. The total of such reimbursement (and of all payments previously made), together with the amount of any obligations assumed, shall not exceed the amount above specified.

If such termination shall take place pursuant to paragraph 6 (a) of this order no allowance of profit will be made to you. If termination shall take place for the convenience of the Government pursuant to paragraph 6 (b) of this order, such allowance of profit will be made to you with respect to the work done by you prior to the effective date of the termination as the Contracting Officer may find to be reasonable under all the circumstances.[1]

(e) The Government may permit you to sell or retain at prices or on terms agreed to by the Government any equipment, completed supplies, materials or work in process and the proceeds of any such sale, or such agreed prices, shall be paid or credited to the Government in such manner as the Contracting Officer may direct.

(f) Upon payment or reimbursement to you pursuant to paragraph 6 (c) or 6 (d) of this order, title to all equipment, completed supplies, work in process, materials, plans, information, and other things, for which you are so paid or reimbursed (except such property as may be sold or retained by you as above provided) will vest in the Government (if title thereto has not already become vested in the Government). The Government will also become entitled to any rights under any commitment which it may assume, or for the settlement of which it shall have reimbursed you.

(g) Any dispute which arises under this paragraph 6 regarding a matter of fact (*including any dispute (1) as to whether termination has in fact taken place for the convenience of the Government or because of the inability of the parties to agree upon a definitive contract, or (2) as to the extent of any allowance of a profit in the event of a termination for the convenience of the Government*)[1] will be treated and resolved as a dispute under the "Disputes" article[2] incorporated in this order by reference.

(h) Partial payments on account of any amount admittedly due to you pursuant to this paragraph 6 may be made by the Government at any time in the discretion of the Contracting Officer.

7. After your acceptance hereof, partial and advance payments, in accordance with regulations from time to time applicable, may be made to you upon your application.

8. The sums to be expended by the Government hereunder are chargeable to the following allotments, the available balances of which are sufficient to cover the same:

_____

9. Your acceptance of this order will be indicated by affixing your signature to this letter and two copies thereof and mailing or delivering the executed original and one executed copy to the Contracting Officer not later than _____ 194____. Such acceptance will constitute this order a contract on the terms set forth herein.

10. This instrument is authorized by and has been negotiated under the First War Powers Act, 1941, and Executive Order No. 9001.

[SEAL] UNITED STATES OF AMERICA,
By _____
_____
(Official Title)
Accepted _____, 19____.
_____
(Contractor)
By _____
(Title)
_____
(Address)

§ 813.1308 *W. D. Contract Form No. 8.*

LETTER ORDER FOR SUPPLIES (PRICE STATED)

Contract No. _____
(Negotiated)
Date _____
Place _____

Contractor _____
Address _____

GENTLEMEN: 1. An order is hereby placed with you for _____
(Quantity and Item)
at a unit price of _____ Dollars ($_____).

2. Deliveries on this order shall begin on or about _____, 19__, and shall be completed on or before _____, 19__. Pending execution of a definitive contract, payment will be made at the price above mentioned for each item of supplies delivered and accepted, upon the submission of properly certified invoices or vouchers.

3. All applicable articles (other than the article "Termination for the Convenience of the Government") now required by Federal law, Executive Order, or War Department Procurement Regulations to be included in contracts for supplies of the kind herein described are incorporated herein by reference.

4. By your acceptance hereof, you undertake without delay to enter into negotiations with the War Department looking to the execution of a definitive contract which will follow in the main War Department Contract Form No. 1[1] and will include all applicable articles then required by Federal law, Executive Order and War Department Procurement Regulations to be included in contracts for supplies of the kind herein described. The definitive contract will also contain a detailed delivery schedule and prices, terms and conditions as agreed to by the parties, which may or may not be at variance with the provisions of this order.

5. Pending the execution of a definitive contract, each expenditure, order, subcontract or commitment made by you in furtherance of the performance of this order for an amount in excess of _____ Dollars ($_____) will be subject to the written approval of the Contracting Officer, and you are not authorized to expend or obligate, in furtherance of your performance hereunder, more than _____ Dollars ($_____) in the aggregate.

6. (a) In case a definitive contract is not executed by _____, 19____ (or any subsequent date at any time mutually agreed upon) because of the inability of the parties to agree upon a definitive contract, this order will terminate on the stated date or such subsequent date, as the case may be.

(b) The Government may at any time terminate this order in whole or in part for its convenience by giving you written notice of such termination.

(c) In the event of any termination pursuant to either paragraph 6 (a) or paragraph 6 (b) of this order, you and the Contracting Officer will attempt to agree by negotiation upon a settlement estimated by the parties to be the aggregate amount (less payments previously made to you) of the costs incurred by you in the performance of this order and the amounts paid or to be paid by you or for your account in settling with the approval of the Contracting Officer your obligations for commitments made in the performance of this order. *In case of termination pursuant to paragraph 6 (b), such negotiated settlement may include a reasonable allowance for profit.*[1] Any such negotiated settlement shall be embodied in a Supplemental Agreement.

(d) If you and the Contracting Officer are not able to agree upon such a negotiated settlement within 90 days after the effective date of the termination (or within such longer period as at any time may be mutually agreed upon), the Government binds itself (without duplication of any of the following payments or of payments previously made):

(1) to pay you the unit price above specified for all completed supplies;

(2) to reimburse you for the costs incurred by you with respect to the uncompleted portion of this order and for any amounts paid by you or for your account in settling with the approval of the Contracting Officer your obligations for commitments with respect to such uncompleted portion of this order. In lieu of reimbursing you for expenditures made by you in settling any of your obligations for commitments with respect to the uncompleted portion of this order, the Government, in the discretion of the Contracting Officer, may assume such obligations or any of them.

If such termination shall take place pursuant to paragraph 6 (a) of this order no allowance of profit will be made to you (except as the payment of the unit price for completed supplies may include a profit). If termination shall take place for the convenience of the Government pursuant to paragraph 6 (b) of this order, such allowance of profit (in addition to any profit included in paying the unit price for completed supplies) will be made to you with respect to the work done by you on uncompleted supplies prior to the effective date of the termination as the Contracting Officer may find to be reasonable under all the circumstances.[1]

(e) The Government may permit you to sell or retain at prices or on terms agreed to by the Government any equipment, completed supplies, materials or work in process and the proceeds of any such sale, or such agreed prices, shall be paid or credited to the Government in such manner as the Contracting Officer may direct.

(f) Upon payment or reimbursement to you pursuant to paragraph 6 (c) or 6 (d) of this order, title to all equipment, completed supplies, work in process, materials, plans, information, and other things, for which you are so paid or reimbursed (except such property as may be sold or retained by you as above provided) will vest in the Government (if title thereto has not already become vested in the Government). The Government will also become entitled to any rights under any commitment which it may assume, or for the settlement of which it shall have reimbursed you.

(g) Any dispute which arises under this paragraph 6 regarding a matter of fact (*including any dispute (1) as to whether termination has in fact taken place for the convenience of the Government or because of the inability of the parties to agree upon a definitive contract, or (2) as to the extent of any allowance of a profit in the event of a termination for the convenience of the Government*)[1] will be treated and resolved as a dispute under the "Disputes" article[2] incorporated in this order by reference.

(h) Partial payments on account of any amount admittedly due to you pursuant to this paragraph 6 may be made by the Government at any time in the discretion of the Contracting Officer.

7. After your acceptance hereof, partial and advance payments, in accordance with regulations from time to time applicable, may be made to you upon your application.

8. The sums to be expended by the Government hereunder are chargeable to the following allotments, the available balances of which are sufficient to cover the same: ____

_____

9. Your acceptance of this order will be indicated by affixing your signature on this letter and two copies thereof and mailing or delivering the executed original and one executed copy to the Contracting Officer not later than _____, 19__. Such acceptance will constitute this order a contract on the terms set forth herein.

10. This instrument is authorized by and has been negotiated under the First War Powers Act, 1941, and Executive Order No. 9001.

[SEAL] UNITED STATES OF AMERICA,
By _____
_____
(Official Title)
Accepted _____, 19____.
_____
(Contractor)
By _____
(Title)
_____
(Address)

§ 813.1309 *W. D. Contract Form No. 9.*

LETTER ORDER FOR COST PLUS A FIXED FEE CONSTRUCTION

Contract No. _____
(Negotiated)
Date _____
Place _____

_____
(Contractor)
_____
(Address)

GENTLEMEN: 1. An order is hereby placed with you to furnish the equipment and materials (except such as are furnished by the Government) and perform the work necessary for the construction and completion of:

_____
_____

The cost of the project is now estimated to be _____ Dollars ($_____), exclusive of any fee to you.

2. The work shall be started immediately upon your acceptance hereof and shall be completed within _____ months thereafter. Your acceptance hereof shall operate as a notice to you to proceed.

3. All applicable articles (other than the article "Termination for the Convenience of the Government") now required by Federal law, Executive Order, or War Department Procurement Regulations to be included in contracts for work of the kind herein described are incorporated herein by reference.

4. By your acceptance hereof, you undertake without delay to enter into negotiations with the War Department looking to the execution of a definitive contract which will follow in the main War Department Contract Form No. 3[1] and will include all applicable articles than required by Federal law, Executive Order and War Department Procurement Regulations to be included in contracts for work of the kind herein described. The definitive contract will also contain detailed terms and conditions as agreed to by the parties, which may or may not be at variance with the provisions of this order.

5. Pending the execution of a definitive contract, each expenditure, order, subcontract or commitment made by you in furtherance of the performance of this order for an amount in excess of _____ Dollars ($_____) will be subject to the written approval of the Contracting Officer, and you are not authorized to expend or obligate, in furtherance of your performance hereunder, more than _____ Dollars ($_____) in the aggregate. Subject to the foregoing limitations, reimbursements will be made to you in the manner described and for the items set forth in War Department Contract Form No. 3 as reimbursable items when approved or ratified by the Contracting Officer.

6. (a) In case a definitive contract is not executed by _____, 19___ (or any

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[1] The italicized words will be omitted where existing letter orders and letters of intent, containing no provision for the allowance of a profit in the event of termination for the convenience of the Government, are amended to contain the standard termination provisions except as authorized by §§ 815.107 (b) (3) and 803.303a (a) (2).

[2] Where the letter order is for an amount less than $20,000, the "Disputes" article will not have been incorporated by reference by virtue of paragraph 3 or 6 (g) of the letter order, since contracts in such amount are not required to contain that article (see § 803.326). In that event the language of the letter order will be appropriately modified expressly to incorporate by reference either the "Disputes" article set forth in § 803.326 or that contained in General Provision 12 of W.D. Contract Form No. 18 (§ 813.1317b).

[1] With appropriate modifications, this letter order may also be used where the definitive contract is to be written on a fixed-price contract form for supplies other than W.D. Contract Form No. 1.

[2] With appropriate modifications, this letter order may also be used where the definitive contract is to be written on W.D. Contract Form No. 4 or 12.

[1] The italicized words will be omitted where existing letter orders and letters of intent, containing no provision for the allowance of a profit in the event of termination for the convenience of the Government, are amended to contain the standard termination provisions except as authorized by §§ 815.107 (b) (3) and 803.303a (a) (2).

[2] With appropriate modifications, this letter order may also be used where the definitive contract is to be written on a fixed-price contract form for supplies other than W.D. Contract Form No. 1.

[1] Where the letter order is for an amount less than $20,000, the "Disputes" article will not have been incorporated by reference by virtue of paragraph 3 or 6 (g) of the letter order, since contracts in such amount are not required to contain that article (see § 803.326). In that event the language of the letter order will be appropriately modified expressly to incorporate by reference either the "Disputes" article set forth in § 803.326 or that contained in General Provision 12 of W. D. Contract Form No. 18 (§ 813.1317).

[1] With appropriate modifications, this letter order may also be used where the definitive contract is to be written on W.D. Contract Form No. 4 or 12.

subsequent date at any time mutually agreed upon) because of the inability of the parties to agree upon a definitive contract, this order will terminate on the stated date or such subsequent date, as the case may be.

(b) The Government may at any time terminate this order in whole or in part for its convenience by giving you written notice of such termination.

(c) In the event of any termination pursuant to either paragraph 6 (a) or paragraph 6 (b) of this order, you and the Contracting Officer will attempt to agree by negotiation upon a settlement estimated by the parties to be the aggregate amount (less payments previously made to you) of the costs incurred by you in the performance of this order and the amounts paid or to be paid by you or for your account in settling with the approval of the Contracting Officer your obligations for commitments made in the performance of this order. *In case of termination pursuant to paragraph 6 (b), such negotiated settlement may include a reasonable allowance for profit.*[1] Any such negotiated settlement shall be embodied in a Supplemental Agreement.

(d) If you and the Contracting Officer are not able to agree upon such a negotiated settlement within 90 days after the effective date of the termination (or within such longer period as at any time may be mutually agreed upon), the Government binds itself (without duplication of any of the following payments or of payments previously made) to reimburse you for the costs incurred by you in the performance of this order and for any amounts paid by you or for your account in settling with the approval of the Contracting Officer your obligations for commitments made in the performance of this order. In lieu of reimbursing you for expenditures made by you in settling any of your obligations for commitments, the Government, in the discretion of the Contracting Officer, may assume such obligations or any of them. The total of such reimbursement (and of all payments previously made), together with the amount of any obligations assumed, shall not exceed the amount above specified.

If such termination shall take place pursuant to paragraph 6 (a) of this order no allowance of profit will be made to you. If termination shall take place for the convenience of the Government pursuant to paragraph 6 (b) of this order, such allowance of a fee will be made to you with respect to the work done by you prior to the effective date of the termination as the Contracting Officer may find to be reasonable under all the circumstances; but such fee shall in no event exceed _____ per cent (____%) of so much of the estimated cost set forth in paragraph 1 as is allocable to such work.[1]

(e) The Government may permit you to sell or retain at prices or on terms agreed to by the Government any equipment, materials or work in process and the proceeds of any such sale, or such agreed prices, shall be paid or credited to the Government in such manner as the Contracting Officer may direct

(f) Upon payment or reimbursement to you pursuant to paragraph 6 (c) or 6 (d) of this order, title to all equipment, work in process, materials, plans, information, and other things, for which you are so paid or reimbursed (except such property as may be sold or retained by you as above provided) will vest in the Government (if title thereto has not already become vested in the Government). The Government will also become entitled to any rights under any commitment which it may assume, or for the settlement of which it shall have reimbursed you.

(g) Any dispute which arises under this paragraph 6 regarding a matter of fact (*including any dispute (1) as to whether termination has in fact taken place for the convenience of the Government or because of the inability of the parties to agree upon a definitive contract, or (2) as to the extent of any allowance of a fee in the event of a termination for the convenience of the Government*)[2] will be treated and resolved as a dispute under the "Disputes" article[3] incorporated in this order by reference.

(h) Partial payments on account of any amount admittedly due to you pursuant to this paragraph 6 may be made by the Government at any time in the discretion of the Contracting Officer.

7. After your acceptance hereof, partial and advance payments, in accordance with regulations from time to time applicable, may be made to you upon your application.

8. The sums to be expended by the Government hereunder are chargeable to the following allotments, the available balances of which are sufficient to cover the same:

_____

9. Your acceptance of this order will be indicated by affixing your signature on this letter and two copies thereof and mailing or delivering the executed original and one executed copy to the Contracting Officer not later than _____, 19__. Such acceptance will constitute this order a contract on the terms set forth herein.

10. This instrument is authorized by and has been negotiated under the First War Powers Act, 1941, and Executive Order No. 9001.

[SEAL] UNITED STATES OF AMERICA,

By _____

_____

(Official Title)

Accepted _____, 19____

_____

(Contractor)

By _____

(Title)

_____

(Address)

§ 813.1310 *W. D. Contract Form No. 10.*

LETTER ORDER FOR LUMP SUM CONSTRUCTION

Contract No. _____

(Negotiated)

Date _____

Place _____

(Address)

Contractor _____

Address _____

GENTLEMEN 1. An order is hereby placed with you to furnish the equipment and materials and perform the work necessary for the construction and completion of _____

_____

2. The work shall be started immediately upon your acceptance hereof and shall be completed within ____ months thereafter. Your acceptance hereof shall operate as a notice to you to proceed.

3. All applicable articles (other than the article "Termination for the Convenience of the Government") now required by Federal law, Executive Order, or War Department Procurement Regulations to be included in contracts for work of the kind herein described are incorporated herein by reference.

4. By your acceptance hereof, you undertake without delay to enter into negotiations with the War Department looking to the execution of a definitive contract which will follow in the main War Department Contract Form No. 2[4] and will include all applicable articles then required by Federal law, Executive Order and War Department Procurement Regulations to be included in contracts for work of the kind herein described. The definitive contract will also contain detailed terms and conditions as agreed to by the parties, which may or may not be at variance with the provisions of this order.

5. Pending the execution of a definitive contract, each expenditure, order, subcontract or commitment made by you in furtherance of the performance of this order for an amount in excess of _____ Dollars ($_____) will be subject to the written approval of the Contracting Officer, and you are not authorized to expend or obligate, in furtherance of your performance hereunder, more than _____Dollars ($_____) in the aggregate.

6. (a) In case a definitive contract is not executed by _____, 19___ (or any subsequent date mutually agreed upon) because of the inability of the parties to agree upon a definitive contract, this order will terminate on the stated date or such subsequent date, as the case may be.

(b) The Government may at any time terminate this order in whole or in part for its convenienance by giving you written notive of such termination.

(c) In the event of any termination pursuant to either paragraph 6 (a) or paragraph 6 (b) of this order, you and the Contracting Officer will attempt to agree by negotiation upon a settlement estimated by the parties to be the aggregate amount (less payments previously made to you) of the costs incurred by you in the performance of this order and the amounts paid or to be paid by you or for your account in settling with the approval of the Contracting Officer your obligations for commitments made in the performance of this order. *In case of termination pursuant to paragraph 6 (b), such negotiated settlement may include a reasonable allowance for profit.*[1] Any such negotiated settlement shall be embodied in a Supplemental Agreement.

(d) If you and the Contracting Officer are not able to agree upon such a negotiated settlement within 90 days after the effective date of the termination (or within such longer period as at any time may be mutually agreed upon), the Government binds itself (without duplication of any of the following payments or of any payments previously made) to reimburse you for the costs incurred by you in the performance of the order and for any amounts paid by you or for your account in settling with the approval of the Contracting Officer your obligations for commitments made in the performance of this order. In lieu of reimbursing you for the expenditures made by you in settling any of your obligations for commitments, the Government, in the discretion of the Contracting Officer, may assume such obligations or any of them. The total of such reimbursement (and of all payments previously made), together with the amount of any obligations assumed, shall not exceed the amount above specified.

If such termination shall take place pursuant to paragraph 6 (a) of this order no allowance of profit will be made to you. If termination shall take place for the convenience of the Government pursuant to paragraph 6 (b) of this order, such allowance of profit will be made to you with respect to the work done by you prior to the effective date of the termination as the Contracting Officer may find to be reasonable under all the circumstances.[3]

(e) The Government may permit you to sell or retain at prices or on terms agreed to by the Government any equipment, materials or work in process and the proceeds of any such sale, or such agreed prices, shall be paid or credited to the Government in such manner as the Contracting Officer may direct.

(f) Upon payment or reimbursement to you pursuant to paragraph 6 (c) or 6 (d) of this order, title to all equipment, work in process, materials, plans, information, and other things, for which you are so paid or reimbursed (except such property as may be sold or retained by you as above provided) will vest in the Government (if title thereto has not already become vested in the Government). The Government will also become entitled to any rights under any commitment which it may assume, or for the settlement of which it shall have reimbursed you.

(g) Any dispute which arises under this paragraph 6 regarding a matter of fact (*including any dispute (1) as to whether termination has in fact taken place for the convenience of the Government or because of the inability of the parties to agree upon a definitive contract, or (2) as to the extent of any allowance of a profit in the event of a termination for the convenience of the Government*)[1] will be treated and resolved as a dispute under the "Disputes" article[2] incorporated in this order by reference.

(h) Partial payments on account of any amount admittedly due to you pursuant to this paragraph 6 may be made by the Government at any time in the discretion of the Contracting Officer.

7. After your acceptance hereof, partial and advance payments, in accordance with regulations from time to time applicable, may be made to you upon your application.

8. The sums to be expended by the Government hereunder are chargeable to the following allotments, the available balances of which are sufficient to cover the same:

_____

9. Your acceptance of this order will be indicated by affixing your signature on this letter and two copies thereof and mailing or delivering the executed original and one executed copy to the Contracting Officer not later than _____, 19____. Such acceptance will constitute this order a contract on the terms set forth herein.

10. This instrument is authorized by and has been negotiated under the First War Powers Act, 1941, and Executive Order No. 9001.

[SEAL] UNITED STATES OF AMERICA,

By _____

_____

(Official Title)

Accepted _____, 19____

_____

(Contractor)

_____

(Title)

_____

(Address)

§ 813.1311 *War Department Contract Form No. 13A.*

Contract No. _____

CONTRACT (SUPPLIES) WAR DEPARTMENT AND DEFENSE SUPPLIES CORPORATION

(A Subsidiary of Reconstruction Finance Corporation)

Contract for _____

Amount _____

Location _____

Payment: To be made by _____, U. S. Army, at _____

The supplies and services to be obtained by the instrument are authorized by, are for the purposes set forth in, and are chargeable to the following allotments, the available balances of which are sufficient to cover the cost of the same _____

_____

This contract is authorized by the following laws _____

_____

CONTRACT FOR SUPPLIES

This Contract, entered into this _____ day of _____, 19____, by the United States of America (hereinafter called the Government), represented by the Contracting Officer executing this contract, and Defense Supplies Corporation (hereinafter called the Contractor), a corporation organized pursuant to Section 5 (d) of the Reconstruction Finance Corporation Act, as amended, with its principal office in Washington, D. C., witnesseth that the parties agree as follows:

ARTICLE 1. *Scope of this Contract.* (Insert Article 1, § 813.1301).

ART. 2. *Changes.* (Insert Article 2, § 813.1301.)

ART. 3. *Extras.* (Insert Article 3, § 813.1301)

ART. 4. *Inspection.* (Insert Article 4, § 813.1301)

ART. 5. *Delays—damages.* (Insert § 803.352)

ART. 6. *Responsibility for supplies tendered.* (Insert Article 6, § 813.1301)

ART. 7. *Increase or decrease.* (Insert Article 7, § 803.1301)

ART. 8. *Payments.* (Insert Article 8, § 813.1301)

ART. 9. *Officials not to benefit.* (Insert clause in § 803.322)

ART. 10. *Covenant against contingent fees.* (Insert Article 10, § 813.1311)

ART. 11. *Disputes.* (Insert article in § 803.326)

ART. 12. *Termination for convenience of the Government.* (Insert article in § 803.324)

ART. 13. *Notice of shipments.* (Insert clause in § 803.328)

ART. 14. *Subcontractor.* (Insert Article 18, § 813.1311)

ART. 15. *Anti-discrimination.* (Insert clause in § 803.325)

ART. 16. *Convict labor.* (Insert clause in § 803.345)

ART. 17. *Definitions.* (Insert Article 13, § 813.1301)

ART. 18. *Alterations.* (Insert Article 23, § 813.1301)

In witness whereof, the parties hereto have executed this contract as of the day and year first above written.

UNITED STATES OF AMERICA,

By _____

_____

(Official Title)

_____

(Contractor)

By _____

_____

(Business Address)

Two Witnesses:

_____

_____

(Address)

_____

_____

(Address)

§ 813.1312 *W. D. Contract Form No. 12.*

Contract No. _____

FIXED FEE ARCHITECT - ENGINEER - CONSTRUCTION-MANAGEMENT SERVICES CONTRACT

WAR DEPARTMENT

Architect - Engineer - Construction - Manager and Address _____

Contract for Architect - Engineer - Construction-Management Services in connection with _____

Location _____

Fixed fee _____

Estimated construction cost exclusive of fixed fee:

Payment: To be made by _____

at _____

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of the same:

_____

This contract is authorized by the following laws:

FIXED-FEE ARCHITECT - ENGINEER - CONSTRUCTION MANAGEMENT SERVICES CONTRACT

This contract, entered into this _____ day of _____, 194__, by the United States of America (hereinafter called the "Government"), represented by the Contracting Officer executing this contract, and _____

_____

_____

_____

[1] a corporation organized and existing under the laws of the State of _____

_____

[1] a partnership consisting of _____

_____

_____

_____

[1] an individual trading as _____ of the City of _____ in the State of _____ (hereinafter for brevity called the "A-E-M"), witnesseth that:

Whereas, the Government desires to engage the services of an architect-engineer-manager to perform such architect-engineering services as are hereinafter described, the construction of certain portions of the work, and management services for the entire project; and

Whereas, the accomplishment of the work by the A-E-M under a cost-plus-a-fixed-fee contract, entered into after negotiations approved by the Secretary of War, and without advertising for proposals, is authorized by law and will facilitate the prosecution of the war; and

Whereas, as a result of such negotiations, the Secretary of War has directed that the Government enter into such contract with

[1] Delete all lines which do not apply.

---

[1] The italicized words will be omitted where existing letter orders and letters of intent, containing no provision for the allowance of a profit in the event of termination for the convenience of the Government, are amended to contain the standard termination provisions except as authorized by §§ 815.107 (b) (3) and 803.303a (a) (2).

[2] Where the letter order is for an amount less than $20,000, the "Disputes" article will not have been incorporated by reference by virtue of paragraph 3 or 6 (g) of the letter order, since contracts in such amount are not required to contain that article (see § 803.326). In that event the language of the letter order will be appropriately modified expressly to incorporate by reference either the "Disputes" article set forth in § 803.326 or that contained in General Provision 12 of W. D. Contract Form No. 18 (§813.1317b).

[3] With appropriate modifications, this Letter Order may also be used where the definitive contract is to be written on W. D. Contract Form No. 16.

[4] See footnote 1, p. 8640.

[1] Where the letter order is for an amount less than $20,000, the "Disputes" article will not have been incorporated by reference by virtue of paragraph 3 or 6 (g) of the letter order, since contacts in such amount are not required to contain that article (see § 803.326). In that event the language of the letter order will be appropriately modified expressly to incorporate by reference either the "Disputes" article set forth in § 803.326 or that contained in General Provision 12 of W. D. Contract Form No. 18 (§ 813.1317b).

the A-E-M for the accomplishment of the work hereinafter described:

Now, therefore, the parties hereto do mutually agree as follows:

ARTICLE I. *Statement of work.* 1. The A-E-M shall, in the shortest reasonable time, furnish the labor, materials, tools, machinery and equipment, facilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of the following described work:

---

all in accordance with the drawings and specifications or instructions contained in Appendix "A" hereto attached and made a part hereof, or to be furnished hereafter by the Contracting Officer and subject in every detail to his supervision, direction and instructions.

ART. II. *General statement of work and services.* 1. The A-E-M shall render all architect-engineering and other services incident to design, inspection and supervision of the project, more specifically described in Article I hereof.

2. Insofar as is practicable, where such action will not, in the opinion of the A-E-M, result in delay in completion of the facilities, all construction work shall be accomplished by contracts, either on lump sum or unit price basis awarded and entered into by the Government after negotiations therefor with the assistance of the A-E-M.

3. The A-E-M shall, in the shortest reasonable time, prepare adequate plans, specifications, bills of material and estimates covering:

a. Items of materials and equipment.

b. Any and all items of construction work for which contracts may be awarded on lump sum or unit price basis.

c. All other items of construction work for which lump sum or unit price contracts are not awarded.

4. When drawings and specifications are sufficiently complete with respect to any portion of construction work, which in the judgment of the A-E-M and the Contracting Officer may be contracted for on lump sum or unit price basis, the A-E-M shall furnish complete bid documents, conforming to law and regulations, for the letting of such contracts by the Government, and shall assist the Contracting Officer in evaluating proposals, and shall render such other services in connection with the award of contracts, based upon such approved drawings and specifications, as the Contracting Officer may require.

5. The A-E-M shall furnish or assemble such necessary force of superintendents, foremen, skilled workmen and laborers, construction tools and equipment and shall construct all items of construction work required by this contract for which contracts are not awarded by the Government on lump sum or unit price basis, except that the A-E-M may with the prior approval of the Contracting Officer subcontract in his own name for the performance of construction work on a lump sum, unit price, or fixed-fee basis when this method will in his opinion result in decreasing the time of completion of the project and/or the cost to the Government. Cost-plus-a-fixed-fee subcontracts will be entered into only after a written determination with reasons therefor by the A-E-M, and the approval of the Contracting Officer.

6. The A-E-M shall provide the necessary office space, at the site of the work for the representatives of the Contracting Officer and himself.

ART. III. *Statement of Architect-Engineer services.* 1. The A-E-M shall, in the shortest reasonable time, establish and maintain an office at or near the site of the work under the full-time resident direction of the A-E-M, if an individual; of one or more principal partners if the A-E-M is a partnership; or in case the A-E-M is a corporation, association or similar legal entity, one or more senior officers thereof; provided, however, that the A-E-M, whether an individual, a partnership, a corporation, or other legal entity may be represented in the direction of the work by some person or persons of a class other than those specied above, if the Contracting Officer gives his approval. It is agreed that there shall be ____ representative(s) of the A-E-M for the purposes above mentioned. The A-E-M shall perform the following services:

a. Make all necessary topographical and other surveys and maps; arrange for and supervise necessary test borings and other subsurface investigations. Provided, however, that this provision is not to be deemed to require the A-E-M to make real estate surveys.

b. Prepare, subject to the approval of the Contracting Officer, preliminary studies, sketches, and layout plans and reports including estimates of cost of the proposed project and of all structures, utilities and appurtenances thereto.

c. Adapt and modify Government designs, drawings, specifications and standards for buildings and other structures as necessary to meet the requirements of the approved layout of the proposed project, and prepare detailed designs, specifications and drawings in required form for which Government designs are incomplete or unavailable.

d. Obtain necessary permits and approvals from all local, State and Federal authorities. Should it become necessary in the performance of the work and services for the A-E-M to secure the right of ingress or egress to perform any of the work required by this contract on properties not owned or controlled by the Government, the A-E-M shall secure the consent of the owner, his representative, or agent, prior to effecting entry on such property. In the event the owner requires the payment of any fee for a license to enter upon and/or use such property, the A-E-M, when so directed by the Contracting Officer, shall pay such fee and obtain a receipt therefor.

e. Prepare estimates of material quantities required to construct the project.

f. When preliminary drawings are approved in writing by the Contracting Officer, prepare final designs, detailed working drawings and specifications in accordance with Government standards necessary for the effective coordination and efficient execution of the construction work and revise such drawings and specifications if necessary. Unless otherwise directed or authorized by the Contracting Officer, drawings will be prepared in pencil on tracing paper or pencil tracing cloth of approved quality by such methods and of such quality of workmanship as will permit the revision of such drawings for record purposes and the making of satisfactory reproductions thereof. Drawings shall be prepared in ink on linen only where satisfactory results cannot be obtained otherwise. Prepare copies of the specifications and sets of full size copies of working drawings in such manner and in such numbers as the Contracting Officer may require. There shall be included in the specifications all provisions which the Contracting Officer may direct to have incorporated therein relating to the awarding of the construction contracts, contemplated by Section 2 of Article II, conditions under which the work shall be done, including a provision that the contractors (lump sum and unit price contractors and lump sum subcontractors) and all persons employed directly or indirectly under such construction contracts, will utilize the hospital and first-aid facilities furnished by the A-E-M, and any special provisions required by statute or existing War Department regulations or instructions.

g. Prepare an estimate of the cost of the proposed project based on the approved designs, drawings and specifications therefor, and furnish for the approval of the Contracting Officer:

(1) Schedules and charts showing the proposed sequence of operations in the construction of each of the several portions of the work.

(2) Estimates showing the amounts of critical and important materials and dates when such materials will be required on the site.

(3) Labor estimates, to be prepared with the assistance of other construction contractors, contemplated by Section 2 of Article II, showing the approximate numbers, trades and dates required to meet the schedule in (1) above.

(4) In addition to the requirements of Article XXVI, semi-monthly progress reports in approved form showing the progress of the construction work and any deviation from the approved construction schedule.

h. Establish a permanently monumented base line, with elevations, tied into the North American Datum, unless specifically exempted by written instructions of the Contracting Officer. Furnish all governing lines, bench marks and grades essential to the construction of the project.

i. Supervise the work included in this contract to assure the construction of every part of the work in accordance with the approved drawings and specifications within the areas and boundaries designated for the project.

j. Check and approve all shop and working drawings submitted in connection with the construction work to assure that they conform with approved drawings.

k. Make or cause to be made such field and laboratory tests of concrete and concrete aggregates and other materials at the site or at any time or place as the Contracting Officer may require. Inspect and report to the Contracting Officer in writing as to the conformity or nonconformity of the workmanship and materials to specifications; and on the progress of the project.

(1) When so directed by the Contracting Officer, arrange for, by subcontract or otherwise, and supervise tests and inspections of materials and workmanship by commercial testing laboratories or other similar agencies, either at such laboratories or at the points of manufacture or fabrication of materials. The cost of such tests and inspection shall be reimbursable and the subcontracting thereof shall entail no adjustment in the fixed fee. Subcontracting of any other architect-engineer services, unless otherwise expressly provided for in this contract, shall be subject to a decrease in the fixed fee by an equitable adjustment on the basis of the decrease in services due to such subcontracting.

l. Upon termination or prior to completion of this contract, as determined by the Contracting Officer, and before final payment of the fixed-fee, the A-E-M shall:

(1) Prepare record drawings to show construction as actually accomplished. These record drawings shall be prepared by correcting drawings as prepared for construction purposes or, where construction drawings cannot be satisfactorily revised for record purposes, by preparation of appropriate new drawings. All such drawings shall be prepared in pencil on tracing paper or pencil tracing cloth of approved quality unless otherwise directed or authorized by the Contracting Officer. Drawings shall be prepared in ink on linen only where satisfactory results cannot be obtained otherwise.

(2) Supervise the testing of operating units designed by the A-E-M to assure their conformance with specifications and furnish all engineering services necessary to secure such conformance.

(3) Prepare instructions for the proper operation and maintenance of all utilities and operating equipment designed by the A-E-M.

m. Without additional compensation the A-E-M, or any member of the organization, when requested, shall consult and advise with the Contracting Officer on any questions which may arise in connection with the work.

n. Prepare partial and final estimates of quantities and values of work done under lump sum and unit price contracts and subcontracts necessary to provide data required under the payment provisions of such contracts and subcontracts.

o. Perform all other architectural and engineering services within the scope of this contract required by the Contracting Officer.

ART. IV. *Statement of construction services.* 1. The A-E-M shall, in the shortest practicable time, furnish the services, labor, materials, tools, machinery, equipment, facilities and supplies not furnished by the Government and do all things necessary for the construction of that portion of the project not performed by the Government or performed under the contracts as contemplated by Sections 2 and 5 of Artfcle II, all in accordance with the approved drawings and specifications.

ART. V. *Statement of management services.* 1. The A-E-M shall furnish management services to assure the satisfactory completion of the project. Such services shall include, among other functions, the preparation of contract documents, and scheduling such contracts as to units of work, time of completion, and other salient phases so as to assure the orderly prosecution of the work. Such services shall also extend to the scheduling and/or purchasing of items of materials and equipment to avoid any delays in the prosecution of the work hereunder. The A-E-M shall advise and consult with the construction contractors on this project and shall direct and supervise their work, subject to the provisions of Article XVII; and shall, when directed or authorized by the Contracting Officer, procure and store materials and equipment for use in connection with the project.

ART. VI. *Estimated cost, fee and performance period.* 1. It is estimated that the cost of the construction of the project will be ----------

Dollars ($----------) exclusive of the A-E-M's fee, and that the work herein contracted for will be ready for utilization by the Government---------- It is expressly understood, however, that neither the Government nor the A-E-M guarantees the correctness of either of these estimates.

2. In consideration for his undertaking under this contract the A-E-M shall receive the following:

a. Reimbursement for expenditures as provided in Article XI.

b. Rental for A-E-M's equipment as provided in Article XI.

c. A fixed fee in the amount of ----------

Dollars ($----------) which shall constitute complete compensation for the A-E-M's services, including profit and all general overhead expenses.

3. When in the opinion of the Contracting Officer it is to the best interests of the Government, the A-E-M shall when so ordered or authorized, subcontract any or all items or classifications of construction work required under this contract or subsequently added thereto, for which contracts are not awarded by the Government on a lump sum or unit price basis. Such subcontracting of construction work, or the performance thereof with the A-E-M's own forces, regardless of the amount and/or extent of work performed or subcontracted, all with the prior written approval or order of the Contracting Officer, and such awarding of contracts for construction work hereunder by the Government on a lump sum or unit price basis, irrespective of the amount and extent thereof, shall entail no adjustment in the fixed fee stipulated in Section 2 *c*, of this Article VI. The fixed fee stipulated in Section 2 *c*, of this Article VI has been determined in the light of the fact that all of the construction work may be subcontracted or contracts for such work may be awarded by the Government on a lump sum or unit price basis. Such fee includes compensation for the services which may be rendered by the A-E-M in the negotiation, supervision, and coordination of any construction work subcontracted or for which contracts have been awarded by the Government on a lump sum or unit price basis and the responsibilities assumed by the A-E-M in connection therewith, and is deemed to be reasonable, regardless of the amount or extent of construction work performed, subcontracted, or for which contracts are awarded by the Government on a lump sum or unit price basis.

ART. VII. *Changes.* 1. The Contracting Officer may at any time by written order issue additional instructions, require additional work or services or direct the omission of work or services covered by this contract. If such changes cause a material increase or decrease in the amount or character of the work and services to be done under this contract an equitable adjustment of the amount of the fixed fee to be paid the Architect-Engineer shall be made and the contract shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted within 10 days from the date the change is ordered (unless the Contracting Officer, with the approval of the Secretary of War or his duly authorized representative, shall grant a further period of time prior to the date of final settlement of the contract). Nothing provided in this Article shall excuse the Architect-Engineer from proceeding with the prosecution of the work so changed. There shall be no adjustment in the amount of the fixed fee as provided herein, nor any claim therefor because of any errors and/or omissions made in computing the estimated cost of the work under this contract or where the actual cost varies from the estimated cost.

ART. VIII. *Title to work.* 1. Title to all materials, tools, machinery, equipment and supplies for which the A-E-M shall be entitled to reimbursement under Article XI shall vest in the Government at such point or points as the Contracting Officer may designate in writing, provided that the right of final inspection and acceptance or rejection of such materials, tools, machinery, equipment and supplies at such place or places as he may designate in writing is reserved to the Contracting Officer; provided further that, upon such final inspection, the A-E-M shall be given written notice of acceptance or rejection as the case may be. In the event of rejection, the A-E-M shall be responsible for the removal of the rejected property within a reasonable time.

ART. IX. *Workmanship and materials.* 1. The work shall be executed in the best and most workmanlike manner by qualified, careful and efficient workers, in strict conformity with the best standard practices. Except as otherwise authorized by the Contracting Officer all materials shall be of the best quality of their respective kinds. If the Contracting Officer requires that the A-E-M submit for prior approval samples of materials proposed for use in the work covered by this contract, the A-E-M shall make no commitments for such materials until the submitted sample has been approved by the Contracting Officer.

ART. X. *Expert technical assistance.* 1. When in the judgment of the Contracting Officer the complexity and nature of the project are such as to require expert technical assistants, or services, or advice in connection with special phases of the work such as site planning, aerial surveys, manufacturing processes, or other problems of a highly technical character, the A-E-M may obtain by subcontract or otherwise, when so ordered by the Contracting Officer, such supplemental professional services as are necessary for the proper performance of this contract. The obtaining of such supplemental professional services shall entail no adjustment of the fixed-fee.

2. The provisions of the above section shall not apply to the usual professional services normally furnished by Architect-Engineers, including but not limited to topographic surveys, design of water supply and sewerage systems, power plants and other utilities, structures and foundations. If, in the opinion of the Contracting Officer, it is essential for the proper prosecution of the work that the A-E-M obtain expert technical advice or consulting service in connection with those classes of service not included in section 1 above, the cost of obtaining such advice or service shall not be reimbursable except for the salaries of employees of such consultants, when assigned to the work on a full-time basis.

ART. XI. *Cost of the work.* 1. *Reimbursement for A-E-M expenditures.* The A-E-M shall be reimbursed in the manner hereinafter described for such of his actual expenditures in the performance of the work as may be approved or ratified by the Contracting officer and as are included in the following items:

a. All labor, materials, tools, machinery, equipment, supplies, services, utilities, power and fuel necessary for either temporary or permanent use for the benefit of the work.

b. All subcontracts made in accordance with the provisions of this contract.

c. Rental actually paid by the A-E-M at rates not to exceed those approved by the Contracting Officer, for construction plant in sound and workable condition exceeding $300 in value as may be necessary for the proper and economical prosecution of the work. Each contract for the rental of construction plant or parts thereof by the A-E-M from third parties shall be in a form prescribed by the Contracting Officer and shall be subject to his approval and shall include provisions (1) that the lessor shall deliver to the Government title to such construction plant or parts thereof free of all liens and encumbrances when and if the total rental paid and/or accrued to the lessor for any item of construction plant or parts thereof shall equal the approved value thereof plus one percent (1%) of the approved value per month for each contract month or fraction thereof such piece of equipment shall have been in use, and (2) that any time prior to termination of such rental agreement, the Government may at its option purchase any piece of equipment by paying the lessor the difference between the valuation of such piece of equipment plus one percent (1%) of the approved value per month for each contract month or part thereof such piece of equipment shall have been in use, and the total rental theretofore paid for such piece of equipment, *Provided, however,* That either of such provisions may be omitted from such rental agreements if the omission is approved by the Chief of the Technical Service.

d. Unloading and assembling at the site of the work of construction plant owned or rented by the A-E-M; transportation thereof to the place or places where it is to be used in connection with said work, dismantling, loading and return transportation to the point of original shipment or equivalent mileage, but in no event will the payment made for return transportation exceed the payment made for transportation to the job site unless such excess cost results solely from an increase of freight rates, or is required by Government transfer of such equipment to another site more distant from the point of origin than the site of the work set out in Article I hereof. Charges for transportation over distances in excess of 500 miles must have the written authorization of the Contracting Officer in advance. Loading at the site of origin and unloading when returned to the original shipping point or other return shipping point will not be paid by the Government and is not a reimbursable item.

e. Repairs and repair parts for construction plant, except such as are included in the rental and those made necessary by defects in such plant, or parts thereof, or by the fault or negligence of the A-E-M or his employees.

f. Transportation charges on materials and supplies.

g. Transportation and traveling expenses to the work of the necessary field forces for the economical and successful prosecution of the work, and return when such services are no longer required; expenses of procuring labor and expediting the production and transportation of material and equipment. Expenditures under these items shall be either authorized or approved in writing by the Contracting Officer.

h. Salaries of engineers, resident engineers, principal assistant engineers, architects, superintendents, timekeepers, foremen, technical, administrative employees and other field employees of the A-E-M in connection with the work. In case the full time of any field employee of the A-E-M is not applied to the work, his salary shall be included in this item only in proportion to the actual time applied thereto. No person shall be assigned to service by the A-E-M as superintendent of construction, chief engineer, chief purchasing agent, chief accountant, or similar positions in the A-E-M's field organization, or as principal assistant to any such person, until there has been submitted to and approved by the Contracting Officer a statement of the qualifications, experience, and salary of the person proposed for such assignment. The payment of any excess salary over such scheduled amounts shown in the approved salary schedule, Appendix "C", attached hereto and made a part hereof, shall not be reimbursable, unless and until the Chief of the Technical Service has so approved in writing.

i. Buildings, trade fixtures and equipment required for necessary field offices, commissaries, hospitals, and other facilities, and the cost of maintaining and operating such field offices, commissaries, hospitals and other facilities; provided that the A-E-M may enter into a contract with any third party or parties for the operation of the commissaries, hospitals, or other facilities provided for herein, in which event such contract shall be reduced to writing and the terms thereof subject to the prior written approval of the Contracting Officer.

j. Temporary rights in land required in connection with the work.

k.–n. (Insert a. to d. of clause in § 803.365 (b)).

o. Payments from his own funds made by the A-E-M under the Social Security Act, and any disbursements required by law which the A-E-M may be required on account of this contract to pay on or for any plant, equipment, process, organization, materials, supplies, or personnel; and, if approved in writing by the Contracting Officer in advance, permit and license fees and royalties on patents used including those owned by the A-E-M.

p. (1) If the A-E-M or any representative thereof, shall be required to travel, the Government will reimburse the A-E-M for the transportation, including Pullman where necessary and will allow for such travel Six Dollars ($6.00) per day in lieu of all other expenses. Transportation by automobile on such required travel shall be reimbursed at the rate of Five Cents ($.05) per mile as representing the actual cost of such transportation.

(2) All travel shall be either authorized or approved in writing by the Contracting Officer. Should the A-E-M, or any representative thereof, remain in a travel status in excess of six (6) days at any one time, not including the time consumed in travel, the cost of such excess travel status shall be at the expense of the A-E-M, unless otherwise ordered in writing by the Contracting Officer.

q. When specifically approved in advance by the Contracting Officer, a reasonable allowance for work covered by Article IV performed in the A-E-M's general offices exclusively for and directly chargeable to the work.

r. Disbursements incident to payment of payrolls, including but not limited to, the cost of disbursing cash, necessary guards, cashiers, and paymasters. If payments to employees are made by check, facilities for cashing checks must be provided without expense to employees, and the A-E-M shall be reimbursed therefor.

s. Expenditures made by the A-E-M under the provisions of Subsection *d* of Section 1 of Article III and Article X.

t. In the event the Contracting Officer shall determine that the best interests of the Government require that the A-E-M initiate or defend litigation in connection with claims of third parties arising out of the performance of this contract, the A-E-M will proceed with such litigation in good faith and the costs and expenses of such litigation, including judgments and court costs, allowances rendered or awarded in connection with suits for wages, overtime or salaries, and reasonable attorneys' fees for private counsel when the Government does not furnish Government counsel, shall be reimbursable under this contract.

u. Such other items not expressly excluded by other provisions of this contract as should, in the opinion of the Contracting Officer, be included in the cost of the work. When such an item is allowed by the Contracting Officer, it shall be specifically certified as being allowed under this Subsection.

If this contract was preceded by a Letter Contract, the following provision shall be deemed to be included herein:

v. All expenditures for which reimbursement has not been made pursuant to Letter Contract dated _____, a copy of which is attached hereto. Such Letter Contract is hereby merged and superseded by this contract.[1]

2. *Rental for construction plant owned by A-E-M.* *a.* Rental shall be paid to the A-E-M for construction plant in sound and workable condition, owned and furnished by him for the proper and economical prosecution of the work, as shown in the attached "Appendix B" hereby made a part hereof, at rental rates prescribed by the Under Secretary of War in "Uniform Rental Rates for Contractor-Owned Construction Plant", August 27, 1941.

b. In the event the A-E-M, with the approval of the Contracting Officer furnishes additional equipment that is not included in "Appendix B", rental for such equipment will be paid in accordance with said "Uniform Rental Rates for Contractor-Owned Construction Plant."

c. Except as otherwise specified herein, rental shall begin on the date of delivery of the construction plant to a common carrier for shipment to the site of the work, as evidenced by bill of lading or other satisfactory evidence covering such shipment. In the event the construction plant is conveyed by the A-E-M, the rental shall start at the time transportation to the site begins; however, the rental paid shall not exceed that for the equivalent time of shipment by common carrier.

d. If such construction plant is not in sound and workable condition to the satisfaction of the Contracting Officer, when delivered at the site of the work, the rental period therefor shall not begin until the construction plant shall have been placed in sound and workable condition at the expense of the A-E-M, and rental therefor shall not be paid for any prior period.

e. If such construction plant cannot be placed in sound and workable condition within reasonable time to the satisfaction of the Contracting Officer, no transportation charges for the shipment thereof, to or from the site of the work, shall be paid.

f. The approved value of the construction plant as shown in "Appendix B" shall be deemed binding unless the Contracting Officer shall, within twenty days after such plant has been set up and working, modify or change such valuation. In the event a change is made in the valuation of the construction plant, a corresponding change shall be made in the rental rate in accordance with said "Uniform Rental Rates for Contractor-Owned Construction Plant". Thereafter the valuation and the related rental rate shall be binding unless the rental is modified as specified below.

g. Furnish within 15 days of the date of the receipt of written notice from the Contracting Officer, construction plant listed in Appendix "B" provided that the date upon which the A-E-M is required to furnish such plant shall not precede the date on which such construction plant is listed as available in said Appendix "B". In the event the A-E-M fails to furnish construction plant as required by such notice, the additional cost of acquiring replacement construction plant from any source other than the A-E-M shall be paid by the A-E-M and shall not be a reimbursable expenditure.

h. Rental for time consumed for repairs, in excess of time normally required for such repairs as determined by the Contracting Officer, shall be deducted from the rental in the amount of one-thirtieth of the monthly rental rate for each day determined to be in excess. When in the opinion of the Contracting Officer the amount of repairs or maintenance is excessive, a deduction shall be made from the rental.

i. The payment of rental shall cease on a date to be established in a written notice by the Contracting Officer to the A-E-M that the construction plant is no longer required. The date of release thus established shall include an allowance for the time necessary for final repairs, dismantling and loading for shipment.

GENERAL

3. *Reservations by Government.* *a.* The Government reserves the right to furnish any materials, construction equipment, machinery, tools, or services, including communication services necessary for the completion of the work. The A-E-M shall cause all equipment, machinery, and tools to which title is vested in the Government to be suitably marked with an identifying mark or symbol indicating that such items are the property of the United States. The A-E-M shall maintain at all times, in a manner satisfactory to the Contracting Officer records showing the disposition and/or use of all equipment, machinery, tools, and materials purchased for the work and for which he has been reimbursed by the Government or which have been furnished by the Government. Upon the completion of this contract or upon demand, the A-E-M shall return such equipment, machinery, tools, and unused materials to the place designated by the Contracting Officer.

b. (Insert article in § 803.365 (a))

c. The Government reserves the right to pay directly to common carriers any or all freight charges on construction plant, materials and supplies.

d. The Government reserves the right to pay directly to the person concerned all sums due from the A-E-M for labor, materials, or other charges.

4. *Salaries of corporate officers, etc.* No salary, wages, or like compensation of the A-E-M, partners or corporate officers of the A-E-M's organization and no salary, wages or like compensation of the resident managers referred to in Section 1 of Article III shall be included in the cost of the work. No part of the expense incurred in conducting the A-E-M's main office or regularly established branch offices, and no overhead expense of any kind, except as specifically authorized in Section 1 of this Article, shall be included in the cost of the work; nor shall any interest on capital employed or on borrowed money be included in the cost of the work.

5. *Discounts.* The A-E-M shall, to the extent of his ability, take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and bonifications, and when unable to take advantage of such benefits he shall promptly notify the Contracting Officer of the reason therefor. In determining the actual net cost of articles and materials of every kind required for the purpose of this contract, there shall be deducted from the gross cost thereof all cash and trade discounts, rebates, allowances, credits, commissions, and bonifications which have accrued to the benefit of the A-E-M or would have so accrued but for the fault or neglect of the A-E-M. Such benefits lost through no fault or neglect on the part of the A-E-M, or lost through fault of the Government, shall not be deducted from gross costs.

6. *Revenue.* All revenue received by the A-E-M from the operations of the hospital, commissaries, or other facilities, or from rebates, discounts, refunds, etc., shall be accounted for by the A-E-M and, except for any reasonable compensation accruing to a third party or parties for the operation of commissaries, hospitals, or other facilities, applied in reduction of the cost of the work.

ART. XII. *Payments—1. Reimbursement for cost.* The Government will current reimburse the A-E-M for expenditures made in accordance with Article XI upon certification to and verification by the Contracting Officer of the original signed payrolls for labor, the receipted invoices for materials, or such other documents as the Contracting Officer may require. Generally, reimbursement will be made weekly but may be made at more frequent intervals if the conditions so warrant.

2. *Rental for A-E-M's equipment.* Rental as provided in Section 2, Article XI for such construction plant or parts thereof as the A-E-M may own and furnish shall be paid monthly upon presentation of proper vouchers.

3. *Payment of the fixed-fee.* Ninety percent (90%) of the fixed-fee set out in Article VI shall be paid by the Government as it accrues, in monthly installments based upon the percentage of the Completion of the work as determined from estimates submitted to and approved by the Contracting Officer. Final payment upon completion of the work and its final acceptance shall be made in accordance with Section 5 of this Article. If the contract is terminated by the Government, payment shall be made in accordance with Article XVI.

4. *Payments by A–E–M.* If bills for purchase of material, machinery or equipment, or pay-rolls covering employment of laborers or mechanics incurred by the A–E–M or by any subcontractor hereunder are not paid promptly by the A–E–M or subcontractor as the case may be, the Contracting Officer may, in his discretion, withhold from payments otherwise due the A–E–M an amount equivalent to the amount of any such bill or payroll. Should the A–E–M neglect or refuse to pay such bills or payrolls or to direct any subcontractor to pay such bills or payrolls within five (5) days after notice from the Contracting Officer so to do, the Government shall have the right to pay such bills or payrolls directly, and in such event a deduction equal to five percent (5%) of the amount so paid directly shall be made from the A–E–M's fee.

5. *Final payment.* a. Upon completion of the work and its final acceptance in writing by the Contracting Officer, the Government shall pay to the A–E–M the unpaid balance of the cost of the work determined under Article II, and of the fee, less any sum that may be necessary to settle any unsettled claims in connection with this contract, or any claim the Government may have against the A-E-M. The Contracting Officer shall accept the completed work with reasonable promptness.

b. Prior to final payment and as a condition thereof the A–E–M shall furnish the Government with a release of all claims against the Government arising under and by virtue of this contract, other than (1) such claims, if any, as may be specifically excepted by the A–E–M from the operation of the release in stated amounts to be set forth therein, or in estimated amounts where the amounts are not susceptible of exact statement, and (2) any claim based upon responsibility of the A–E–M to third parties arising out of the performance of this contract not known to the A-E-M at the time of furnishing the release.

c. Even though the existence or amount thereof shall not be determined until after the furnishing of such release as is described next above, reimbursement to be made for payments made by the A–E–M shall include, along with wages and salaries otherwise reimbursable, all additional amounts determined (either by approval of the Contracting Officer or by litigation as provided in Subsection t, Section 1, Article XI) to be due and payable for overtime compensation and allowances under local, state or Federal laws in connection with such wages and salaries.

d. The A–E–M shall promptly notify the Contracting Officer of any claims of the type described in clause (2) of Subsection b of this Section which are asserted subsequent to the execution of the release.

ART. XIII. *Records and Accounts, Inspection and Audit.* 1. *Records and books of account.* The A-E-M agrees to keep records and books of account, showing the actual cost to him of all items of labor, materials, equipment, supplies, services, and other expenditures of whatever nature for which reimbursement is authorized under the provisions of this contract. The system of accounting to be employed by the A-E-M shall be such as is satisfactory to the Contracting Officer.

2. *Access to records by Contracting Officer and A-E-M.* The Contracting Officer shall at all times be afforded proper facilities for inspection of the work and shall at all times have access to the premises, work and materials, to all books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda of every description of the A-E-M pertaining to said work except such documents as are submitted in support of reimbursement vouchers; and the A-E-M shall preserve such papers, without additional compensation therefor, for a period of three (3) years after completion or termination of this contract. Likewise, any duly authorized representative of the A-E-M shall be accorded the privilege of examining the books, records, and papers of the Contracting Officer relating to the actual cost of the work for the purpose of checking up and verifying such cost.

3. *Auditing functions.* In order to avoid so far as possible duplication in accounting and auditing functions performed by the A-E-M and the Government, it is agreed that the following accounting and auditing functions shall be performed by the Government exclusively:

a. Time checking (not time keeping) in the field or in the A-E-M's Plant.

b. Audit of original pay rolls of the A-E-M (or such portions thereof as are applicable), where such pay rolls are prepared by the A-E-M.[2]

c. Checking of equipment rentals and the preparation and delivery of properly approved rental rolls to the A-E-M for payment.[2]

d. Such other accounting and auditing functions as may be effectively performed by Government employees and to which the Contracting Officer and the A-E-M may mutually agree in writing.

4. *Discharge of functions.* It is further agreed that if any of the accounting and auditing functions performed exclusively by the Government do not adequately discharge such accounting and auditing functions to the satisfaction of the A-E-M, the A-E-M, with the approval in writing of the Contracting Officer, may perform such additional checking and auditing as may be so approved. The A-E-M shall be reimbursed for the cost of such additional accounting and auditing functions as are so approved.

ART. XIV. *Drawings and other data to become property of government.* 1. All drawings, designs and specifications are to become the property of the Government on completion thereof as outlined in this contract, and the Government shall have full right to use said drawings, designs and specifications as instruments for the purpose of constructing, under contract or otherwise, any buildings or other structures for the sole use of the Government when and where the Government may designate without any claim on the part of the A-E-M for additional compensation.

2. All notes, designs, drawings and other data concerning the project shall be delivered to the Government whenever requested by the Contracting Officer and, furthermore, access to such data shall be restricted to trusted and duly authorized representatives of the Government and of the A-E-M.

ART. XV. *Special requirements.* 1. (Insert clause b in § 803.365 (c).)

2. (Insert clause c in § 803.365 (c).)

3. The A-E-M hereby agrees that he will:

a. (Insert clause in § 803.365 (f).)

b. Procure all necessary permits and licenses; obey and abide by all applicable laws, regulations, ordinances, and other rules of the United States of America, of the State, Territory, or political subdivision thereof wherein the work is done, or of any other duly constituted public authority.

c. Reduce to writing, unless this provision is waived in writing by the Contracting Of-

[1] This contract will bear same date as letter contract.

[2] Where pay rolls are prepared by the Government the audit thereof by the Government will be concurrent with such preparation.

[3] If not applicable, this section will be omitted.

ficer, every contract in excess of two thousand dollars ($2,000) made by him for the purpose of the work hereunder for services, materials, supplies, machinery, equipment, or for the use thereof; insert therein a provision that such contract is assignable to the Government; make all such contracts in his own name, and not bind nor purport to bind the Government or the Contracting Officer thereunder. No purchase in excess of two thousand dollars ($2,000) shall be made or placed without the prior approval of the Contracting Officer.

d. Enter into no subcontract for any portion of the construction work except in the form prescribed by the Chief of the Technical Service, with the written approval of the Contracting Officer. Subcontracts are defined as contracts entered into by the A-E-M with others which involve the performance, wholly or in part at the site of the work, of some part of the work described in this contract.

e. The Contracting Officer may require the A-E-M to dismiss from work such employee or employees as the Contracting Officer deems incompetent, careless or insubordinate, or whose continued employment is deemed inimical by the Contracting Officer to the public interest. The A-E-M shall make every reasonable effort in the selection of his employees and in the prosecution of the work under this contract to safeguard plot drawings and schematic drawings furnished him and drawings and specifications, and to prevent the theft or unauthorized use of the same.

f. Immediately upon termination of third-party rental agreements, make all repairs to equipment rented thereunder which are required to be made by the terms of such rental agreements and shall remove such equipment from the site of the work. In cases where such repairs and removal cannot promptly be made, the A-E-M shall notify the Contracting Officer of the reasons for such delay.

ART. XVI. *Termination of contract by the Government.* (Insert the clause in § 803.350)

ART. XVII. *The Contracting Officer's decisions.* 1. The services rendered and the work done by the A-E-M shall be subject to the supervision and approval of the contracting officer to whom the A-E-M shall report and be responsible.

ART. XVIII. *Disputes.* (Insert article in § 803.326)

ART. XIX. *Convict Labor.* (Insert clause in § 803.345)

ART. XX. *Labor.* 1. (Insert clauses in § 803.343)

2. (Insert clause in § 803.346)

3. *Excess wage rates on overtime compensation.* All wage rates, including compensation for overtime under Section 2 of this article, for laborers and mechanics engaged in work under this contract shall be approved in writing by the Chief of the Technical Service or a representative expressly designated by him for that purpose, and any amount paid by the A-E-M to any laborer or mechanic in excess of the wage rate approved for such laborer or mechanic by the Chief of the Technical Service or a representative expressly designated by him for that purpose shall be at the expense of the A-E-M and shall not be reimbursed by the Government. When, in connection with the audit and check by the Contracting Officer or his authorized representative, of the A-E-M's pay rolls prior to reimbursement as contemplated in section 1 of Article XI hereof, it is found that one or more laborers and/or mechanics have been paid wages at rates in excess of the wage rates approved as herein provided, the reimbursement made to the A-E-M on account of such pay rolls shall not include any such excess payments.

4. (Insert clause in § 803.325)

5. (Insert clause in § 803.344)

ART. XXI. (Insert clause in § 803.362)

ART. XXII. *Notice to Government of labor disputes.* (Insert clause in § 803.354)

ART. XXIII. *Officials not to benefit.* (Insert clause in § 803.322)

ART. XXIV. *Covenant against contingent fees.* (Insert clause in § 803.323)

ART. XXV. *A-E-M's organization and methods.* 1. Upon the execution of this contract, the A-E-M shall submit to the Contracting Officer a chart showing in general the executive and administrative organization, duties and personnel to be employed in connection with the work under contract; the data so furnished shall be supplemented as additional information becomes available.

ART. XXVI. *Progress reports and changes in personnel.* 1. The A-E-M shall promptly, after the execution of this contract, prepare and submit to the Contracting Officer, for approval, a schedule showing the order in which the A-E-M proposes to carry on the work, with dates on which he will start the several salient features of the work and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart at suitable scale so as to indicate with symbols the percentage completed at any time. The A-E-M shall correct the progress schedule at the end of each week and shall immediately deliver to the Contracting Officer three copies each of the same.

2. The A-E-M shall furnish sufficient technical, supervisory and administrative personnel to insure the prosecution of the work in accordance with the approved progress schedule. If in the opinion of the Contracting Officer, the A-E-M falls behind the progress schedule, the A-E-M shall take such steps as may be necessary to improve his progress, and the Contracting Officer may direct him to increase working days per week, or hours of labor per day. When in the opinion of the Contracting Officer, the A-E-M's personnel and/or overhead is excessive for the proper performance of this contract, reductions thereof shall be made as required by the Contracting Officer. Failure to promptly comply with such directions shall be deemed sufficient cause to terminate this contract for the fault of the A-E-M.

ART. XXVII. *Loading and unloading railway cars.* 1. The A-E-M shall load promptly all railroad cars furnished for loading upon his order and shall unload from railroad cars promptly upon arrival all shipments consigned to him and shall provide storage facilities and other facilities necessary for these purposes; and the A-E-M shall not order railway cars for loading unless they can be loaded promptly and shall not cause or permit shipments to be consigned to him unless they can be unloaded from railroad cars promptly upon arrival.

ART. XXVIII. *Assignment of claims.* (Insert clause in § 803.355)

5. No assignee shall divulge any information concerning the contract, or contained therein, except to those persons authorized by the Contracting Officer.

If this contract is classified as Secret, Confidential, or Restricted, the foregoing provisions of this Article shall not be applicable, and the following provision shall be deemed to be substituted therefor:

1. Neither this contract, nor any interest therein, or claim thereunder, shall be assigned or transferred by the A-E-M to any party or parties.

ART. XXIX. *Renegotiation.* (See § 803.-342 and Part 812.)

ART. XXX. *Approval required.* 1. This contract shall be subject to the approval of the ---------- and shall not be binding unless so approved.

ART. XXXI. *Definitions.* 1. The term "Chief of the Supply Service" refers to the head of a service of the War Department, e. g., the Chief of Engineers.

2. The terms "Secretary of War" and "Chief of the Supply Service" shall include their duly authorized representatives as the case may be other than the Contracting Officer.

3. The term "his duly authorized representative" shall mean any person or board authorized by the Secretary of War or the Chief of the Supply Service, as the case may be, to act for him, other than the Contracting Officer.

4. For the original signing of the contract and modification thereof, the term "Contracting Officer" as used herein shall be deemed to include the Contracting Officer in the Office of the Chief of Engineers appointed for that purpose by the Chief of Engineers. For all other purposes, the term "Contracting Officer" shall mean the District Engineer of the United States Engineer District in which the contract work is being performed, his successor or duly authorized representative.

5. The term "construction plant" shall include any part thereof.

ART. XXXII. *Alterations.* The following changes were made in this contract before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this contract as of the day and year first above written.

THE UNITED STATES OF AMERICA,
By ----------

(Contracting Officer)

A-E-M
By ----------

Witnesses as to signature of A-E-M:

(Address)

(Address)

CERTIFICATION

I, ----------
do hereby certify that I am the duly qualified ---------- of the corporation named herein as Architect-Engineer-Construction-Manager; that ---------- who signed this contract on behalf of the Architect-Engineer-Construction-Manager was then ---------- of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

In witness whereof, I have hereunto affixed my hand and the seal of the---------- this ---------- day of----------, 194--.

[CORPORATE SEAL]

APPENDIX "B"

Contract No. ----------
(All equipment available ----------
except where otherwise specified)

Quantity	Item: Complete description, capacity, and identifying Nos.	Total purchase cost or fair value	Rental Rate $... month, week or day

APPENDIX "C"

There are set forth below the present key employees proposed to be furnished under this contract indicating their names, description of work to be performed, an expression as to whether the salaries are based on a weekly, monthly or annual basis, and the maximum salary agreed upon to be paid for services in the position indicated for personnel now employed.

Name	Position	Salary based on weekly (W) monthly (M) or annual basis	Maximum salary agreed to be paid under contract

For the purposes of this appendix "C" it is understood that,

1. "Non-manual employees" are those employees who are not "laborers and mechanics" within the meaning of the Davis-Bacon Act. The term "non-manual employees" includes all occupations not involving manual labor directly in connection with construction work. Custodian employees are included within the term "non-manual employees." The following is a list (not all inclusive) of typical "non-manual" occupations:

Accountants.
Architects.
Auditors.
Axemen.
Bookkeepers.
Chainmen.
Checkers.
Chiefs of Party.
Clerks.
Cooks.
Draftsmen.
Engineers.
Executives of any kind.
Guards.
Levelmen.
Material Checkers.
Material Clerks.
Messengers.
Office Machine Operators.
Office Managers.
Project Managers.
Purchasing Agents.
Rodmen.
Stenographers.
Stewards.
Storekeepers.
Superintendents.
Telephone Operators.
Timecheckers.
Timekeepers.
Tool Checkers.
Transitmen.
Typists.
Waiters.
Watchmen.
Waterboys.

2. Non-manual employees will be classified in the following groups:

a. Group "A". Employees whose base salaries are $53.31 or less per week.

b. Group "B". Employees whose base salaries are over $53.31 and not over $90.00 per week.

c. Group "C". Employees whose base salaries are over $90.00 per week.

d. Group "D". Trade foremen employed by construction contractors.

3. The base salaries of all employees in Groups "A" and "B" are based on a work week of 40 hours. The base salaries of all employees in Group "C" are based on a minimum work week of 48 hours.

4. No offer of employment will be made to any prospective employee for work of the same general classification and responsibility as his present employment at a rate exceeding present salary.

5. The base salary of a person not in the employ of the A-E-M prior to the execution of this contract will not be approved at a rate in excess of the maximum prescribed for the job classification in the approved salary schedule attached.

6. The base salary of a person in the employ of the A-E-M prior to the execution of the contract will not be approved at a base salary in excess of that paid immediately prior to execution plus such increases as the A-E-M customarily grants for work away from the home office, except that, in cases where the classifications of such a person is changed incident to or during his assignment to the project, the salary range in the approved salary schedule shall govern.

7. *With regard to overtime payments.* a. Group "A" employees will be paid at the rate of time and one-half for all work which they are required to perform in excess of 40 hours during the first six days of any regularly scheduled work week, and at the rate of two times straight time for work which they are required to perform on the seventh consecutive day of such work week.

b. Group "B" employees will be paid at the rate of straight time for all work which they are required to perform in excess of 40 hours per week.

c. Group "C" employees will work any necessary number of hours (including work on Sundays) without payment of additional compensation.

d. Group "D" employees normally employed on an hourly basis will be granted the same overtime pay as the laborers and mechanics under their supervision. Group "D" employees employed on a weekly or monthly basis will be governed by the overtime provisions applicable to employees in Group "A", "B", or "C".

8. *With regard to holiday payments.* a. No deductions from weekly or monthly base salaries of employees in Groups "A", "B", and "C" shall be made for approved absences on customary holidays, and no premium wage or extra compensation shall be paid for work on such holidays, except that employees in Group "A" who are required to work on the holidays specified below, shall be paid at the rate of one and one-half times the straight time rate:

New Year's Day.
July Fourth.
Labor Day.
Thanksgiving Day.
Christmas Day.
Memorial Day.

b. Group "D" employees normally employed on hourly basis will be granted the same overtime pay as the laborers and mechanics under their supervision. Group "D" employees employed on a weekly or monthly basis will be governed by the holiday provisions applicable to Group "A", "B", or "C".

9. *Work on the seventh consecutive day:*

a. Since it is the policy to provide that each worker will have one day of rest in seven, operations shall be arranged so as to permit one scheduled day of rest in each seven for all employees not engaged in an executive or supervisory capacity.

b. Only in situations of emergency will approval be granted to work, on the seventh consecutive day or more than 48 hours in any scheduled work week, those employees who are not engaged in executive or supervisory capacities. The Contracting Officer will obtain the prior approval of the Division Engineer or his designated representative before approving work in such cases.

10. *Leave privileges:* All employees of Groups "A", "B", "C", and those employees of Group "D" who are employed on a weekly or monthly basis, shall accrue leave with pay at the rate of two days per month for each month of service in lieu of any sick or vacation allowance, subject to the following rules:

a. Leave granted for any reason in excess of two days per month will not be reimbursable.

b. Leave may be granted by the A-E-M, with the approval of the Contracting Officer, at such time or times as may be deemed in the best interests of the Government. Leave may be granted during the course of employment or at the completion of employment.

c. No leave will be accrued to any employee in excess of 48 days.

d. Unearned leave may not be advanced.

e. Employees separated because of their own misconduct (including such causes as insubordination, drunkenness on the job, theft, etc.) shall forfeit any leave which they may have accrued at the time of separation.

f. Employees who resign, or are involuntarily separated for causes not due to their misconduct, shall be entitled to all leave to and including date of separation.

g. Employees shall be charged with leave only for absence on days upon which they would normally be on duty.

h. The minimum charge for leave shall be one hour. Leave granted for less than one full day shall be proportionately charged.

i. Leave may not be granted for days of disability because of accidents which are covered by compensation insurance.

11. *Approved salary schedule:*

NON-MANUAL EMPLOYEES OF COST-PLUS-A-FIXED-FEE PRINCIPAL AND SUBCONTRACTORS

Job classification	Salary ranges			
	Weekly		Monthly	
	From	To	From	To
Executive and office engineers:				
Architect, Chief	$92.31	$150.00	$400.00	$650.00
Architect Supt., Chief	44.31	103.85	192.00	450.00
Architect Supt.	35.54	67.38	154.00	292.00
Architect Supt., Asst.	31.15	53.31	135.00	231.00
Computer	35.54	92.31	154.00	400.00
Designer, Chief	67.38	115.38	292.00	500.00
Designer, Architectural	44.31	103.85	192.00	450.00
Designer, Engineering	44.31	103.85	192.00	450.00
Draftsman, Chief	53.31	103.85	231.00	450.00
Draftsman	26.54	53.31	115.00	231.00
Engineer, Chief	92.31	150.00	400.00	650.00
Engineer, Asst. Chief	92.31	138.46	400.00	600.00
Engineer, Departmental	92.31	138.46	400.00	600.00
Engineer, Office	67.38	115.38	292.00	500.00
Engineer, Junior	26.54	44.31	115.00	192.00
Specification Writer, Chief	67.38	115.38	292.00	500.00
Specification Writer	44.31	92.31	192.00	400.00
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Field engineers:				
Axeman	18.64	19.62	69.00	85.00
Chainman	17.77	26.54	77.00	115.00
Chief of Party	35.54	67.38	154.00	292.00
Engineer, Chf. Construction	92.31	138.46	400.00	600.00
Engineer, Construction	53.31	115.38	231.00	500.00
Inspector, Chief	35.54	67.38	154.00	292.00
Inspector	26.54	53.31	115.00	231.00
Instrument Man	31.15	53.31	135.00	231.00
Rodman	22.15	31.15	96.00	135.00
Surveyor, Chief	44.31	103.85	192.00	450.00
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Construction personnel:				
Equipment Manager	92.31	138.46	400.00	600.00
Estimator, Chief	53.31	103.85	231.00	450.00
Estimator	35.54	53.31	154.00	231.00
Expediter, Chief	44.31	103.85	192.00	450.00
Expediter	26.54	53.31	115.00	231.00
Labor Relations Manager	53.31	115.38	231.00	500.00
Master Mechanic	53.31	115.38	231.00	500.00
Material Checker	22.15	35.54	96.00	154.00
Paymaster	35.54	92.31	154.00	400.00
Paymaster, Asst	26.54	53.31	115.00	231.00
Personnel Manager	35.54	103.85	154.00	450.00
Priorities Manager	35.54	103.85	154.00	450.00
Priorities Manager, Asst	35.54	53.31	154.00	231.00
Project Manager	115.38	173.08	500.00	750.00
Project Manager, Asst	53.31	115.38	231.00	500.00
Purchasing Agent	53.31	138.46	231.00	600.00
Purchasing Agent, Asst	35.54	53.31	154.00	231.00
Sanitary and Safety Manager	44.31	92.31	192.00	400.00
Storekeeper, Chief	53.31	92.31	231.00	400.00
Storekeeper, Asst	26.54	53.31	115.00	231.00
Superintendent, General	115.38	173.08	500.00	750.00
Superintendent, Asst. Gen	92.31	138.46	400.00	600.00
Superintendent	92.31	138.46	400.00	600.00
Superintendent, Asst	53.31	92.31	231.00	400.00
Timekeeper, Chief	35.54	92.31	154.00	400.00

NON-MANUAL EMPLOYEES OF COST-PLUS-A-FIXED-FEE PRINCIPAL AND SUBCONTRACTORS—Continued

Job classification	Salary ranges			
	Weekly		Monthly	
	From	To	From	To
Construction personnel—Continued.				
Timekeeper, Asst. Chief	$26.54	$44.31	$115.00	$192.00
Timekeeper	17.77	35.54	77.00	154.00
Traffic Manager	53.31	92.31	231.00	400.00
Traffic Manager, Asst.	35.54	53.31	154.00	231.00
Office and miscellaneous personnel:				
Accountant	35.54	92.31	154.00	400.00
Accountant, Asst.	35.54	53.31	154.00	231.00
Attorney and Notary	44.31	67.38	192.00	292.00
Auditor	53.31	126.92	231.00	550.00
Auditor, Asst.	53.31	92.31	231.00	400.00
Blue Print Operator	31.15	39.92	135.00	173.00
Bookkeeper	26.54	49.82	115.00	212.00
Cashier	35.54	53.31	154.00	231.00
Chauffeur	17.77	26.54	77.00	115.00
Chief Clerk	26.54	53.31	115.00	231.00
Clerk	17.77	35.54	77.00	154.00
Doctor	44.31	92.31	192.00	400.00
Fire Chief	44.31	92.31	192.00	400.00
Fire Chief, Asst.	35.54	53.31	154.00	231.00
Fireman	35.54	53.31	154.00	231.00
Guard	35.54	53.31	154.00	231.00
Janitor	17.77	22.15	77.00	96.00
Messenger	22.15	35.54	96.00	154.00
Nurse	17.77	35.54	77.00	154.00
Office Boy	17.77	26.54	77.00	115.00
Office Machine Operator	17.77	26.54	77.00	115.00
Office Manager	53.31	103.85	231.00	450.00
Office Manager, Asst.	35.54	67.38	154.00	292.00
Receptionist	17.77	26.54	77.00	115.00
Safety (First Aid) Man.	44.31	92.31	192.00	400.00
Secretary	17.77	31.15	77.00	135.00
Statistician	53.31	92.31	231.00	400.00
Statistician, Asst.	44.31	53.31	192.00	231.00
Stenographer	17.77	26.54	77.00	115.00
Stenotypist	17.77	31.15	77.00	135.00
Telephone Operator	17.77	26.54	77.00	115.00
Typist	14.31	22.15	62.00	96.00
Watchman	17.77	31.15	77.00	135.00

§ 813.1313 *War Department Contract Form No. 13.*

Contract No. _____

CONTRACT (SUPPLIES) WAR DEPARTMENT WAR SUPPLIES LIMITED

Contract for _____ Amount $_____
Place _____
The Finance Officer, United States Army, _____, _____ is designated as the officer to make payments in accordance with this contract.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority _____, _____ available balance of which is sufficient to cover cost of same. This contract is authorized by the following laws:

This contract, entered into this _____ day of _____, 19__, by the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and War Supplies Limited, a corporation organized and existing under the laws of the Dominion of Canada, hereinafter called the Contractor, with its principal office of the city of Ottawa, Province of Ontario, witnesseth that the parties hereto do mutually agree as follows:

ARTICLE 1. *Standard of payment.* All prices, costs and amounts set out or referred to in this contract are in United States Dollars.

ART. 2. *Scope of this contract.* (Insert Article 1, § 813.1301)

ART. 3. *Changes.* (Insert Article 2, § 813.1301)

ART. 4. *Extras.* (Insert Article 3, § 813.1301)

ART. 5. *Inspection.* (a) All material and workmanship shall be subject to inspection and test at all times and places and, when practicable, during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the Goverment shall have the right to reject such articles, or require their correction. Rejected articles, and/or articles requiring correction, shall be removed by and at the expense of the Contractor promptly after notice so to do. If the Contractor fails to promptly remove such articles and to proceed promptly with the replacement and/or correction thereof, the Government may, by contract or otherwise replace and/or correct such articles and charge to the Contractor the excess cost occasioned the Government thereby, or the Government may terminate the right of the Contractor to proceed as provided in Article 6 of this contract, the Contractor being liable for any damage to the same extent as provided in said Article 6 for terminations thereunder.

(b) If inspection and test, whether preliminary or final, are made on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient inspections and tests required by the inspectors in the performance of their duty. All inspections and tests by the Government shall be performed in such a manner as not to unduly delay the work. Special and performance tests shall be as described in the specifications. The Government reserves the right to charge to the Contractor any additional cost of inspection and test when articles are not ready at the time inspection is requested by the Contractor.

(c) Final inspection and acceptance of materials and finished articles will be made after delivery, unless otherwise stated. If final inspection is made at a point other than the premises of the Contractor or subcontractor, it shall be at the expense of the Government except for the value of samples used in case of rejection. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Government for such materials or supplies as are not in accordance with the specifications. In the event public necessity requires the use of materials or supplies not conforming to the specifications, payment therefor shall be made at a proper reduction in price.

ART. 6. *Delays-damages.* (Insert clause in § 803.352)

ART. 7. *Responsibility for supplies tendered.* (Insert Article 6, § 813.1301)

ART. 8. *Increase or decrease.* Unless otherwise provided herein, no increase or decrease in the total number of articles contracted for under Article 2 hereof, will be accepted, without the prior written approval of the Contracting Officer. (or insert clause in §803.329)

ART. 9. *Payments.* (Insert Article 8, § 813.1301)

ART. 10. *Officials not to benefit.* (Insert clause in § 803.322)

ART. 11. *Covenant against contingent fees.* (Insert clause in § 803.323)

ART. 12. *Disputes.* (Insert clause in § 803.326)

ART. 13. *Termination for convenience of Government.* (Insert clause in § 803.324)

ART. 14. *Assignment of claims.* (Insert clause in § 803.355)

ART. 15. *Notice of shipments.* (Insert clause in § 803.328)

ART. 16. *Patents.* The Contractor shall hold and save the Government, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of any invention, article, or appliance patented under the laws of Canada, manufactured or used in the performance of this contract, including their use by or for the Government.

The Government shall hold and save the Contractor, its representatives, agents, and subcontractor harmless from all liability under judgments by courts of competent jurisdiction, that may be obtained against the Contractor, its representatives, agents, and subcontractors, because of the use of any invention patented under the laws of the United States, specifically prescribed and authorized in writing by the Government as necessary for the performance of this contract, or the use of any invention patented under the laws of the United States which necessarily flows from the nature of the thing being produced or procured under this contract, but not otherwise; Provided, That such United States Letters Patent so used are not owned or controlled by the Canadian Government, the Contractor, its representatives, subcontractors, or persons in privity with the Contractor; And Provided Further, That immediate notice of any demand, liability, or legal proceedings arising from such use is given in writing by the Contractor to the Contracting Officer, and reserving to the Government the right to intervene in any such demand or proceeding and in its discretion to defend same or make settlement thereof, and the Contractor shall furnish all information in its possession and all assistance of its employees, representatives, or agents requested by the Government.

ART. 17. *Patent licenses.* The Contractor agrees to, and does hereby, in consideration of the terms and in consideration of payments to be made by the Government under this contract, grant unto the Government a non-exclusive, irrevocable, non-transferable, royalty-free license to make, have made, and use for governmental purposes, and to sell or otherwise dispose of in accordance with law, machines, articles or compositions of matter, embodying any and all inventions made or developed in the course of carrying out the work contemplated by this contract whether patented or unpatented, and to practice or cause to be practiced any methods or processes, whether patented or unpatented, which are developed in carrying out the provisions of this contract: *Provided*, That nothing contained in this Article shall impose any obligation upon the Contractor to license or otherwise make available to the Government any invention, method or process, which is not owned or controlled by the Contractor or by the Canadian Government.

ART. 18. *Subcontractor.* It is understood and agreed that the supplies and materials to be furnished under this contract will be manufactured and/or supplied by the _____ at its factory
(Name of subcontractor)
located at _____. The
(City in which plant is located)
performance of any of the work by any other subcontractor is prohibited, except by the specific approval of the Contracting Officer in advance.

ART. 19. *Governing laws.* This contract will be construed according to the laws of the United States of America.

ART. 20. *Definitions.* (a) The term "Secretary of War" as used herein shall include the Under Secretary of War, and the term "his duly authorized representative" shall mean any person or board authorized by the Secretary of War to act for him other than the Contracting Officer.

(b) The term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

ART. 21. *Alterations.* The following changes were made in this contract before it was signed by the parties hereto:

_____
_____

IN WITNESS HEREOF, the parties hereto have executed this contract as of the day and year first above written.

THE UNITED STATES OF AMERICA,
By _____
_____
(Official Title)

Two witnesses:
_____ _____
_____ _____

_____
(Contractor)
_____
(Business Address)

§ 813.1314 *W. D. Contract Form No. 14.*

Rental Agreement No. _____
Contract No. _____

RENTAL AGREEMENT — GOVERNMENT - OWNED CONSTRUCTION OR ROAD MAINTENANCE EQUIPMENT

Lessee and address _____
Equipment to be used in connection with project located at _____
Payment _____

To be made to _____,
United States Army, at _____
This contract is authorized by the following laws _____

GOVERNMENT-OWNED EQUIPMENT RENTAL AGREEMENT

This agreement, entered into this _____ day of _____ 194__, by the United States of America (hereinafter called the Government), represented by the Contracting Officer executing this contract, and _____
_____
[1] a corporation organized and existing under the laws of the State of _____
[1] a joint venture consisting of _____
_____
[1] a partnership consisting of _____
_____
[1] an individual trading as _____
_____
of the City of _____ in the State of _____ (hereinafter called the Lessee), witnesseth that;

[2] Whereas, the Lessee has entered into Contract No. W _____ or may enter into a contract (hereinafter, in either event, called the principal contract) with the Government to construct for the Government _____
_____
at or near _____
(hereinafter referred to as the project); and

[2] Whereas, the Lessee has entered into Subcontract No. _____ to Contract No. W _____, such subcontract hereinafter, for the purposes of this Agreement, being referred to as the "principal contract", to construct _____
_____
at or near _____ (hereinafter referred to as the project); and

Whereas, the Government owns certain equipment, as set forth in Schedule A, attached hereto and made a part hereof, located at _____
_____; and

Whereas, the equipment is not now required by the Government for use on other projects within _____ and the Lessee desires to lease the same; and

Whereas, the leasing of the equipment to expedite performance of the principal contract by the Lessee is deemed necessary by the War Department to facilitate the prosecution of the war; and

Whereas, the Secretary of War has authorized the execution of this lease on behalf of the United States;

Now, therefore, the parties hefeto do mutually agree as follows:

SECTION 1. The Government hereby leases to the Lessee the equipment listed in Schedule A, attached hereto and made a part hereof, which equipment the Lessee shall use in the performance of the principal contract at the project. This equipment is the property of the Government and is now located at _____
_____
Schedule A may be supplemented from time to time whenever equipment is added to or withdrawn from the scope of this lease. Each such supplement shall be signed on behalf of the Lessee and the Government.

SEC. 2. Upon notification by the Contracting Officer that the equipment is ready for delivery, the Lessee agrees to receive the same without delay at the present location thereof, in its present condition, as is, without any warranty, express or implied, on the part of the Government as to condition or serviceability.

SEC. 3. The term of this lease shall begin on _____ and shall end upon the return of the equipment to the Government at _____ or at such other place as the Contracting Officer may designate, but in no event to exceed the time necessary to complete the Lessee's principal contract.

SEC. 4. This lease may be terminated by the Government by giving _____ day's written notice at any time after _____ days from the date of this lease.

SEC. 5.[1] The Lessee agrees that he will pay rental at the rate and at the times prescribed in Schedule A, and that such rental may be deducted from the payments due or to become due to the Lessee under the terms of the principal contract. Such deductions will be made monthly on or about the 10th of the month for the previous calendar month if practicable. The rental period shall begin on the date of commencement of the term of this lease and shall cease on the termination of the lease, as defined in Section 3.

SEC. 5.[1] The rental period shall begin on the date of commencement of the term of this lease and shall cease on the termination of this lease, as defined in Section 3 hereof. The Lessee shall pay rental at the rate prescribed on Schedule A. The rental accrued at the end of any calendar month shall be paid to the Government on or before the 10th day of the following month.

SEC. 6. Title to the equipment leased hereunder is and shall remain in the Government.

SEC. 7. The Lessee at its own expense will maintain the equipment in good repair and make all necessary replacements during the term of this lease. Any replacement of parts shall be by parts recommended by the manufacturer of the equipment or approved by the Contracting Officer. All fuel and lubricants will be furnished by the Lessee. The obligations under this section shall continue until the equipment shall have been delivered to a common carrier for return to the Government.

SEC. 8. The Lessee shall not remove any of the equipment from the project without the prior written approval of the Contracting Officer or his duly authorized representative. The Lessee shall not pledge, assign, transfer, sublet or part with the possession of any of the equipment in any manner to any third party either directly or indirectly, except that this provision shall not preclude the Lessee from permitting the use of the equipment by a third party with the prior written approval of the Contracting Officer or his duly authorized representative; and the Lessee shall not do or suffer anything whereby any of the equipment shall or may be seized, taken in execution, attached, removed, destroyed or injured.

SEC. 9. The Lessee shall not, without the prior written approval of the Contracting Officer or his duly authorized representative, use any of the equipment for any purpose other than performance of the principal contract at the project, in furtherance of the national war effort. Upon failure of the Lessee to comply with this provision, the Contracting Officer may terminate this lease upon twenty-four hours' notice communicated to the Lessee or its agent at its address as set forth in Section 21, and upon such termination the Contracting Officer or his duly authorized representative may require the immediate return of the equipment.

SEC. 10. The equipment shall be returned to the Government upon the expiration or termination of this lease in as good condition as when delivered to Lessee, reasonable wear and tear excepted. If in the opinion of the Contracting Officer, or his duly authorized respresentative the Lesse shall have failed to comply with the requirements of the lease in this respect, the Lessee shall pay to the Government as damages the amount necessary to place the equipment in as good condition as when delivered to Lessee, reasonable wear and tear excepted, or if such equipment can not be placed in such condition, Lessee shall pay an amount equivalent to the value of such equipment as stipulated in Schedule A, less the sum of the amount determined by the Contracting Officer to represent reasonable wear and tear, and the scrap value of such equipment.

SEC. 11. Between the time of delivery of the equipment to the Lessee at _____ and the time of its return to the Government at _____ or at such other place as the Contracting Officer may designate pursuant to Sections 3 and 12, the Lessee shall be solely responsible for any loss or destruction of the equipment, irrespective of whether such loss or destruction results from the failure of the Lessee to exercise reasonable care. Such responsibility shall be measured by the value of the equipment as set forth in Schedule A, less the amount determined by the Contracting Officer to represent reasonable wear and tear for the period during which such equipment was used. The Lessee shall take all necessary steps to protect the interest of the Government in the equipment. Without limiting the generality of the foregoing, the Contracting Officer may require, and in that event the Lessee shall, at its own expense, take specific measures, including but not limited to the procurement of insurance, as directed by the Contracting Officer, to protect the interests of the Government.[1]

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[1] Delete all lines which do not apply.

[2] Use whichever "Whereas" clause is appropriate, depending upon whether the Lessee is a lump sum or unit price prime contractor, or a lump sum or unit price subcontractor.

[1] The first form of section 5 will be used when the equipment rental agreement is between the Government and a lump sum or unit price prime contractor; the second form when the agreement is with a lump sum or unit price subcontractor.

[1] Note that the provisions of this standard form of contract deviate from the requirements of § 803.365 (a). Such deviation has been specifically authorized.

SEC. 12. The Lessee agrees to reimburse the Government immediately upon presentation of a statement thereof, for all packing and handling costs, and further agrees to pay all transportation charges on the equipment from _____ to the job site of the project at_____ _____ Upon expiration or termination of this lease, the Lessee agrees to pay all packing, handling and transportation charges necessary for the return of the equipment to the Government at_____ _____, or at such other place as the Contracting Officer may designate; but the Lessee's responsibility for return transportation charges shall not exceed the amount required to return the equipment to _____ _____

SEC. 13. The equipment is rented without operators. Any operator deemed incompetent by the Contracting Officer shall be removed from the equipment.

SEC. 14. The Contracting Officer shall furnish to the Lessee without charge, upon request, copies of such drawings, specifications, instructions, or the like as the Lessee may require for the operation or repair of the equipment and as may be on file at_____ _____ This is for the sole purpose of enabling the Lessee to maintain the equipment in serviceable condition, and does not constitute a license or authority initially to manufacture, use or sell any articles covered by unexpired United States Letters Patent as shown or described in such copies.

SEC. 15. The Government shall not be responsible for damages to property of the Lessee or property of others, or for personal injuries to the Lessee's officers, agents, servants or employees, or to other persons, arising from or incident to the use of the equipment herein leased, and the Lessee shall save the Government harmless from any and all such claims; provided, that nothing contained in this Section 15 shall be deemed to affect any liability of the Government to its own employees.

SEC. 16. At all times the Contracting Officer or his duly authorized representative shall have access to the job site whereon any of the equipment is situated, for the purpose of inspecting or inventorying the same, or for the purpose of removing the same in the event of the termination of this lease.

SEC. 17. (Insert clause § 803.322)

SEC. 18. The Lessee warrants that he has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the lease, or at its option, to recover from the Lessee the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Lessee upon contracts or leases secured or made through bona fide established commercial agencies maintained by the Lessee for the purpose of doing business.

SEC. 19. (Insert article in § 803.326, omitting last sentence).

SEC. 20. This agreement shall be subject to the written approval of_____ and shall not be binding until so approved.

SEC. 21. All notices to either of the parties to this lease shall be sufficient if mailed in a sealed postpaid envelope addressed as follows:

To the Lessee—
_____
(Name)
_____
(Address)

To the Government—
_____
(Name)
_____
(Title)
_____
(Address)

SEC. 22. (Insert article 22, § 813.1301)

SEC. 23. *Alterations.* The following changes were made in this contract before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this contract as of the day and year first above written.

THE UNITED STATES OF AMERICA,
By _____
_____
(Official Title)
_____
(Contractor)
By _____
_____
(Business Address)

Two Witnesses:
_____
_____
(Address)
_____
_____
(Address)

I _____, certify that I am the Secretary of the corporation named as Contractor herein; that _____ who signed this contract on behalf of the Contractor was then _____ of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

In witness whereof, I have hereunto affixed my hand and the seal of said corporation this _____ day of _____, 194__.

[CORPORATE SEAL] _____
(Secretary)

I hereby certify that, to the best of my knowledge and belief, based upon observation and inquiry, _____, who signed this contract for the_____ _____, had authority to execute the same, and is the individual who signs similar contracts on behalf of this corporation with the public generally.

_____
(Contracting Officer)

CONSENT OF SURETIES

We, the bondsmen for the due performance of the contract for the performance of which equipment has been rented to the Lessee, hereby give our full consent to the foregoing Equipment Rental Agreement and agree that our bond or bonds shall apply to and cover the due performance of the contract as modified and extended thereby.

_____ [SEAL]
(Individual surety)
_____ [SEAL]
(Individual surety)
_____
(Corporate surety)
By _____
_____

In the presence of:
_____
_____

Attest:
[CORPORATE SEAL]
_____

SCHEDULE A—RATES OF RENTAL

[Amendments of Maximum Price Regulation 184 of the Office of Price Administration have necessitated certain changes in the model Schedule which previously appeared at this point. The Office of the Chief of Engineers will issue detailed instructions on this subject matter and will periodically revise such instructions to accord with any further regulations of the Office of Price Administration.]

§ 813.1315a *W. D. Contract Form No. 15.*

Contract No._____

WAR DEPARTMENT

NEGOTIATED ELECTRIC SERVICE CONTRACT
CONNECTION CHARGE

Contractor and Address_____
Place _____
Connection Charge_____
Estimated Annual Refund_____
Payment _____
To be made by_____, U. S. Army, at_____

The equipment, supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the following allotments, the available balances of which are sufficient to cover the cost of same:

_____

This contract was negotiated under and is authorized by the following laws:

NEGOTIATED ELECTRIC SERVICE CONTRACT

This contract, entered into this_____ day of_____, 19____, by and between The United States of America (hereinafter called the "Government"), represented by the Contracting Officer executing this contract, and_____ _____ _____ a Corporation organized and existing under the laws of the State of_____ with principal office at_____ _____ (hereinafter called the "Contractor"), Witnesseth that:

Whereas, the Contractor is a public utility engaged in the business of supplying electric service to private and public consumers in the State of_____; and

Whereas, the Government and the Contractor are entering into this contract for the supplying by the Contractor to the Government of electric service for the operation of _____ _____known as _____ (hereinafter called the "Project"); and

Whereas, in order that the Contractor may supply electric service in accordance with the terms of this contract and within the time specified, it is necessary for the Contractor to provide the facilities described and enumerated in Appendix "A" attached hereto, and generally referred to hereinafter as Contractor's New Facilities; and

Whereas, due to the present uncertainty as to the amount of electric service which Government will use, and as to the length of time the Project will be operated, the Government is willing to compensate Contractor in the form of a connection charge for the cost of the facilities required to furnish services;

Now, therefore, in consideration of the premises and of the mutual agreements herein contained, to be performed by the parties hereto respectively, it is agreed as follows:

ARTICLE I. *Facilities to be provided.* 1. The Contractor shall proceed to acquire or construct all necessary equipment, materials and rights of way needed for Contractor's New Facilities, which are described more fully in Appendix "A" attached hereto and made a part hereof. It is estimated that such facilities will be completed _____ from the date of approval of this contract. It is expressly understood however that neither the Contractor nor the Government guarantees the correctness of this estimate but will use its best effort to acquire or construct the facilities within the time specified.

2. The Government hereby grants to the Contractor a license to enter upon and use a site or sites to be agreed upon between the parties hereto upon which the Contractor shall install, operate and maintain the Contractor's New Facilities to be located on Government property; and such license shall continue in effect until such time as the Government shall order the removal of Contractor's New Facilities located thereon: *Provided*, That after Contractor's New Facilities are ordered removed Contractor shall have ninety (90) days within which to comply with the Government order and if such facilities are not removed within said ninety (90) day period, title thereto shall vest in the Government without further action brought, and no claim for damages against the Government or its officers or agents shall be created by or made on account thereof: *And provided further*, That if the Government orders removal to another location on the project, for the convenience of the Government, then the Government shall pay the cost of such removal and relocation and shall likewise license Contractor to use such land as may be necessary for the relocation. The license hereby granted by the Government to the Contractor shall be free of any rental or other charges.

3. The names of the employees of the Contractor whose services Contractor proposed to retain in the construction, operation and maintenance of that portion of Contractor's New Facilities located within the boundaries of the Project shall be submitted to the Commanding Officer, or his authorized representative, in advance of actual employment for such purposes, together with pertinent information within the knowledge of Contractor as to the character, background and international political sympathies or affiliations of such employees, and the Commanding Officer, or his representative, shall reject or approve of the employment of such persons within the confines of the Project as he may deem proper in the interests of the United States. Only those employees who have been approved as hereinbefore provided shall receive employment within the confines of the Project and those so approved shall be designated as such by a method to be agreed upon by the Contractor and the Commanding Officer of the Project.

ART. II. *Payment for cost of facilities.* 1. In consideration of the investment to be made by the Contractor and the uncertain duration of the operation of the Project the Government agrees to pay the Contractor, as a connection charge, the estimated cost, less estimated salvage value of the facilities to be provided by the Contractor under this contract within thirty (30) days after receipt of satisfactory evidence of completion of the facilities. It is estimated that the facilities to be constructed under this contract will cost $_____. The agreed net salvage valued to be deducted is $_____. The net connection charge to be paid by the Government shall be $_____. The Government is to receive a refund of the amount so paid as hereinafter provided.

ART. III. *Ownership, operation, maintenance, and removal of facilities to be provided hereunder.* 1. The facilities to be supplied by the Contractor as hereinbefore provided for, notwithstanding the reimbursement by the Government of the estimated cost thereof less net salvage value, shall be and remain the sole property of the Contractor and shall, at all times during the life of this contract or any renewals thereof, be operated and maintained by the Contractor at its expense, and all taxes and other charges in connection therewith, together with all liability arising out of the construction, operation, or maintenance of said facilities shall be assumed by the Contractor.

2. Upon termination of the service provisions of this contract, Contractor may, of its own volition, remove any of its new facilities constructed under and by virtue of this contract, provided, however, that at any time within fifteen (15) months from the date of termination such facilities so removed will be reinstalled by Contractor without cost to the Government, upon receipt of sixty (60) days written notice from the Government, and provided a new service contract is executed between the parties hereto. This provision shall not give the Government the right to have such facilities reinstalled without cost to the Government in the event the Government "orders" removal as provided under Article I, Section 2.

ART. IV. *Refund agreement.* 1. In consideration of the fact that the Contractor is to be reimbursed for the estimated cost of the facilities to be provided hereunder less the estimated net salvage value thereof, and the further consideration that title to said facilities is to be and remain in the Contractor, it agrees to allow the Government on each monthly bill for electric service supplied as hereinafter provided for, a credit of ten percent (10%) of the gross amount of such bills as rendered, said credits to be made monthly and continue until such time as the accumulated credits equal the amount of the connection charge, unless this contract shall have been previously terminated, except that if a new contract for the supply of electric service shall be entered into between the parties hereto within a period of fifteen months from the date of such termination, the deductions shall resume and continue as above provided.

2. Anything in this contract to the contrary notwithstanding, no refund shall be made the Government or credit allowed on Government bills, after fifteen (15) years from the date of this contract.

ART. V. *Option to reduce minimum charges.* 1. In the event of a partial or total shut-down or abandonment of the Project, and, as a result thereof, power consumption is curtailed to less than twenty five percent (25%) of the average consumption for the ninety (90) day period immediately preceding such curtailment then the Government shall have the option to give the Contractor ninety (90) days notice after which time the minimum charge indicated in the rate schedule shall not apply, and the minimum to be charged shall be in accordance with the rate for the class of service required.

ART. VI. *Term of contract.* 1. This contract shall take effect as of the date of execution thereof and continue until further notice. Notice of intention to terminate this contract shall be at the option of the Government and shall be given in writing by the Contracting Officer to the Contractor not less than ninety (90) days in advance of the effective date of termination.

ART. VII. *Service.* 1. Contractor shall supply the electric service required by the Government for use at the Project. The Government agrees that the electric service to be supplied under the terms of this contract shall be used only in connection with activities within the boundaries of the Project as presently located or as such boundaries may be extended in the future.

ART. VIII. *Description of electric current delivered.* Volts ____, Cycles ____, Phase ____, Number of wires 2 3 4 direct or alternating current.

ART. IX. *Metering and accounts.* 1. The Contractor shall furnish, install, maintain, calibrate, and read the meters used to measure the electrical energy supplied by the Contractor for which payment is to be made, and shall render monthly accounts to the Contracting Officer, the meter reading to be made in the presence of the Contracting Officer or his authorized representative. These accounts, which shall remain the property of the Government, shall contain the statements of the readings of the meters at the beginning of the month, meter constants, monthly consumption, with respective charges and allowances, if any, in detail.

ART. X. *Description of meters.* 1. All electrical energy supplied by the Contractor under the terms of this agreement shall be measured by means of the following metering equipment:

(1) When purchased on primary meter measurement—
Primary watt-hour meter,_____ amperes, _____volts, _____ cycles, _____ phases, _____ wires.
Located at _____
Other meters _____
_____

(2) When purchased on secondary meter measurement—
Secondary watt-hour meter _____ amperes, _____ volts, _____ cycles, _____ phases, _____ wires.
Located at _____

(3) When purchased with demand meter measurement—
Maximum demand indicator arrangements to record or indicate the average maximum demand over a period of _____ minutes, and the average billing maximum demand shall be the average of _____ such readings per month. The instrument used for this purpose shall be of the following type and description: _____
_____
_____

ART. XI. *Billing.* 1. Bills shall be rendered on the basis of _____ meters installed, the readings of each separate meter to be—

[1] (1) Billed separately.
[1] (2) All added and billed as one quantity.

ART. XII. *Service regulations.* 1. The matter of meters, meter accuracy, reliability of service, voltage regulation, and frequency variations, and all other matters not stipulated in this contract, shall be governed by the rules applicable and on file with the State Commission having jurisdiction in said matters, or where not on file with the State Commission, then such matters shall be governed by applicable rules or codes of the United States Bureau of Standards.[2]

ART. XIII. *Change in load.* 1. Reasonable notice will be given by each party to the other as to any material changes proposed in the connected load in the Project or on the lines serving the Project.

ART. XIV. *Change of schedule.* 1. The Contractor hereby agrees that if, after furnishing electrical energy for any ninety (90) day period during the life of this contract, it would have been more advantageous to the Government to have taken service under any other of the Contractor's standard rate schedules in effect during any such period for like conditions of service to the class of service furnished hereunder, the rate shall be changed to conform to the schedule and an adjustment of the charges for the last of such periods shall be made, based on such schedule.

ART. XV. *Change of rates.* 1. If during the life of this contract the State Commission having jurisdiction receives for file in authorized manner rates that are higher or rates that are lower than those stipulated herein for like conditions of service, the Contractor hereby agrees to continue to furnish electric current as stipulated in this contract, and the Government hereby agrees to pay for such electric current at the higher or lower rates from and after the date when such rates are made effective.

ART. XVI. *Deductions.* 1. This contract contemplates that continuous service shall be

[1] Delete irrelevant statement.
[2] Delete irrelevant words in cases where State Commission has no jurisdiction.

furnished. Should the power company desire to interrupt service for maintenance or repair purposes, arrangement therefor shall be made with the proper officials in order that such interruptions will least interfere with service for the Government.

2. If such arrangement is not made, and if the interruption is due to conditions within the control of the Contractor, deductions shall be imposed which will partially compensate the Government. For a shut-down lasting from three minutes to thirty minutes, 10 percent of the cost of current for the preceding day of similar service shall be deducted. For a shut-down of over thirty minutes, 25 percent of the cost of current for the preceding day of similar service shall be deducted.

ART. XVII. *Payments.* 1. For and in consideration of the faithful performance of the stipulations of this contract, the Contractor shall be paid by the designated disbursing officer for electrical energy herein contracted for, at the rates and under the terms and conditions hereinafter set forth; and the Contractor hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under like conditions of service.

2. All bills for electric energy delivered shall be paid without penalty or interest within fifteen (15) days from the date the bill is rendered, but this provision shall not operate to preclude the Government from the benefits of any discounts that might be available through more prompt payment.

ART. XVIII. *Ownership of premises.*

1. The premises to be served under this contact are:

[1] A. Government owned.

[1] B. Government leased.

2. a. The symbol number of the Government lease is _____

_____

b. The name of the lessor is _____

_____

ART. XIX. *Rates.*

_____

_____

ART. XX. *General Provisions.* 1. *Convict labor* (Insert clause in § 803.345)

2. *Eight-hour law* (Insert clause in § 803.346)

3. *Officials not to benefit* (Insert clause in § 803.322)

4. *Disputes* (Insert article in § 803.326)

5. *Covenant against contigent fees* (Insert clause in § 803.323)

6. *Anti-discrimination* (Insert clause in § 803.325)

7. *Assignment of rights hereunder* (Insert clause in § 803.355)

8. *Renegotiation.* (a) Unless the provisions of subparagraph (b) or (c) of this paragraph 8 are applicable to this contract, (1) this contract shall be deemed to contain all the provisions required by subsection (b) of the Renegotiation Act, as amended by section 701 of the Revenue Act of 1943 (Public Law 235, 78th Congress, enacted February 25, 1944); and (2) in compliance with said subsection (b) of the Renegotiation Act, the Contractor shall insert in the subcontracts specified in said subsection (b) either the provisions of this article or the provisions required by said subsection (b).

(b) This contract, as to all amounts received under it, shall be exempt from statutory renegotiation if the Contractor hereunder is a department, bureau, agency, or governmental corporation of the United States, or any Territory, possession or State, or any agency thereof, or any foreign Government or agency thereof.

(c) This contract, but only as to amounts received under it for the delivery of electric power, shall be exempt from statutory renegotiation if it is made with a public utility for the delivery of electric power of less than 1000 kilowatts of contractual demand except that if the actual demand was 1000 kilowatts or more at any time during any particular fiscal year, amounts received or accrued under this contract for such fiscal year shall not be exempt from renegotiation by reason of anything contained in this subsection (c).

ART. XXI. *Definitions.* (Insert Article 23, § 813.1301)

ART. XXII. *Changes.* 1. The Contracting Officer may at any time, with the consent of the Contractor, by a written order, make changes in this contract within the general scope thereof. If such changes cause an increase or decrease in the amount due under this contract, an equitable adjustment shall be made, and the contract shall be modified in writing accordingly.

ART. XXIII. *Alterations.* 1. The following changes were made in this contract before it was signed by the parties hereto:

_____

_____

_____

In witness whereof, the parties hereto have executed this contract as of the day and year first above written:

THE UNITED STATES OF AMERICA,

By _____

_____

(Official Title)

_____

(Contractor)

By _____

_____

(Business Address)

Witnesses as to signature of Contractor

_____

_____

(Address)

_____

_____

(Address)

I _____, certify that I am the _____ Secretary of the corporation named as Contractor herein; that _____ who signed this contract on behalf of the Contractor was then _____ of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

In witness whereof, I have hereunto affixed my hand and the seal of said corporation this _____ day of _____, 19____.

[CORPORATE SEAL] _____

(_____ Secretary)

I hereby certify that, to the best of my knowledge and belief, based upon observation and inquiry, _____, who signed this contract for _____ had authority to execute the same, and is the individual who signs similar contracts on behalf of this corporation with the public generally.

_____

(Contracting Officer)

APPENDIX A

(NOTE: This Appendix should contain a description of the facilities to be provided, including a small map showing their location and route, and small drawings or sketches of the type of facilities involved.)

§ 813.1315b *W. D. Contract Form No. 27*—(a) *Explanatory notes.* The forms set out in § 813.1315b are available for use by the technical services (including the service commands) for procuring electric, gas, water or sewage service (without connection charge) as follows:

(1) Where the estimated annual expenditure under the contract is $1,000 or less, the form set out in § 813.1315b will be used without any of the Special Provisions contained in the succeeding paragraphs.

(2) Where the estimated annual expenditure under the contract exceeds $1,000, the form set out in § 813.1315b will be used together with Special Provisions, as follows:

(i) Contracts for Electric Service—Special Provision A.

(ii) Contracts for Gas Service—Special Provision B.

(iii) Contracts for Water Service—Special Provision C.

(iv) Contracts for Sewage Service—Special Provision D.

(b) *Contract form.*

Contract No. W _____

NEGOTIATED UTILITY SERVICE CONTRACT

(No Connection Charge—Electric Gas Water Sewage Service [1])

_____

(Station or premises to be served) (City) (County) (State)

Premises are: ( ) Government-owned ( ) Government-leased

Symbol Number of Lease _____

Name of Lessor _____

Bills will be rendered to _____

at _____

Payment will be made by Finance Officer, United States Army, at _____

Estimated annual cost hereunder: $_____

This contract is authorized by the following laws: First War Powers Act, 1941 (Public No. 354, 77th Cong.), and Executive Order No. 9001.

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the appropriations indicated below:

_____

Applicable allotments, having available balances sufficient to cover the cost, will be stated on the procuring instruments or invoices (see General Provision 2).

CONTRACTOR'S PROPOSAL

Date _____

At the request of the United States the undersigned offers and agrees to furnish required _____ service, beginning on _____, 194__, and thereafter until further notice (see Special Provisions, if any), for the use of the United States at the location shown above, in accordance with the rates and other terms set forth below or attached hereto; General Provisions on the reverse side hereof; and Special Provisions numbered 1 to _____ inclusive (if attached and made part hereof in accordance with the footnote entitled "Special Provisions"[2].

_____

(Contractor)

_____

(Address)

By _____

Title _____

(Authorized to make this proposal)

[1] Delete inapplicable words.

[2] *Special provisions.* When the estimated annual expenditure under this contract is more than $1000, Special Provisions A (Electric Service), B (Gas Service), C (Water Service), or D (Sewage Service) shall be attached and made part hereof.

[1] Delete irrelevant statement.

GOVERNMENT'S ACCEPTANCE

The foregoing Proposal is accepted this _____ day of _____, 194__.

UNITED STATES OF AMERICA,

By _____;

Title _____;

Contracting Officer

_____

RATES

(Reverse Side of Form)

GENERAL PROVISIONS

1. *Service regulations.* The matter of meters, meter accuracy, reliability of service, and all other similar matters not stipulated in this contract, shall be governed by the rules applicable and on file with the public regulatory body having jurisdiction in said matters, or where such rules are not so on file, by standards approved by the United States Bureau of Standards.

2. *Payments.* For and in consideration of the faithful performance of the stipulations of this contract, the Contractor shall be paid by the designated disbursing officer for service herein contracted for, at the rates and under the terms and conditions herein set forth. The Contractor hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under like conditions of service and agrees that during the life of this contract the Government shall continue to be billed on the lowest available rate for similar conditions of service. Recognition is given to the fact that the Government fiscal year ends on 30 June. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills for service shall be paid without penalty or interest and the Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

3. *Changes of rates.* If during the life of this contract the public regulatory body having jurisdiction receives for file from the Contractor in authorized manner rates that are higher or rates that are lower than those stipulated herein for like conditions of service, the Contractor hereby agrees to continue to furnish service as stipulated in this contract, and the Government hereby agrees to pay for such service at the higher or lower rates from and after the date when such rates are made effective.

4. *Contractor's equipment.* The Government shall provide, free of cost, suitable locations on the premises to be supplied for the installation of the meters and any other equipment of the Contractor necessary to furnish service hereunder, all of which facilities shall be and remain the sole property of the Contractor and shall, at all times during the life of this contract, be operated and maintained by the Contractor at its expense; and all taxes and other charges in connection therewith, together with all liability arising out of the negligence of the Contractor in the construction, operation or maintenance of said facilities shall be assumed by the Contractor. Authorized representatives of the Contractor will be allowed access to the facilities of the Contractor at suitable times to perform the obligations of the Contractor with respect to said facilities. The Contractor shall have the right to remove its property within a reasonable time after termination of this contract, provided termination is not due to fault of the Contractor.

5. *Officials not to benefit.* (Insert clause in § 803.322)

6. *Convict labor.* The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

7. *Covenant against contingent fees.* (Insert clause in § 803.323)

8. *Anti-discrimination.* (Insert clause in § 803.325)

9. *Assignment of rights.* If this contract is for an amount of $1,000 or more, claims for monies due or to become due to the Contractor from the Government hereunder may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, in accordance with the Assignment of Claims Act of 1940 (Public No. 811, 76th Cong.). Payment to an assignee of any claim hereunder shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

10. *Definitions.* Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

SPECIAL PROVISIONS A—ELECTRIC SERVICE

Attached to and made part of Contract No. W_____

1. *Estimated service requirements.*

Estimated maximum demand: _____kw

Estimated annual consumption: _____kwh

(The Government is in no way obligated to use nor is it restricted to the above estimated requirements.)

2. *Point of delivery.* The point of delivery of service shall be_____

3. *Description of electric service.*

Contractor will supply_____phase, _____wire, _____cycle, alternating current at_____volts.

4. *Metering and billing.* Service will be measured at_____volts by_____watthour meter(s) and_____demand meter(s), to be furnished, installed, maintained, calibrated and read by the Contractor. The readings of the meters will be

[1] billed separately.

[1] combined for billing purposes.

5. *Termination.* Notice of intention to terminate this contract shall be at the option of the Government and shall be given in writing by the Contracting Officer to the Contractor not less than thirty days in advance of the effective date of termination.

6. *Approval.* If the estimated maximum demand stated in paragraph 1 above is 1000 kw or more, this contract shall be subject to the approval of the War Department Power Procurement Officer and shall not be binding until so approved.

7. *Renegotiation.* (a) Unless the provisions of subparagraph (b) of this paragraph 7 are applicable to this contract, (1) this contract shall be deemed to contain all the provisions required by sub-section (b) of the Renegotiation Act as amended by Section 701 of the Revenue Act of 1943 (Public Law No. 235, 78th Congress, enacted February 25, 1944); and (2) in compliance with said subsection (b) of the Renegotiation Act, the Contractor shall insert in the subcontracts specified in said sub-section (b) either the provisions of this Article or the provisions required by said sub-section (b).

(b) This contract shall be exempt from statutory renegotiation if (1) the contractor hereunder is a department, bureau, agency or governmental corporation of the United States, or any Territory, possession or State or any agency thereof, or any foreign Government or agency thereof; or (2) made with a public utility for the delivery of electric power of less than 1000 kilowatts of contractual demand except that if the actual demand was 1000 kilowatts or more at any time during any particular fiscal year, amounts received or accrued under this contract for such fiscal year shall not be exempt from renegotiation by reason of anything contained in this sub-paragraph (b) (2).

8. *Disputes.* (Insert General Provision 12 of W. D. Contract Form No. 47, § 813.1317)

9. Alterations and additions.

SPECIAL PROVISION B—GAS SERVICE

Attached to and made part of Contract No. W_____.

[1] Delete inapplicable line.

1. *Estimated service requirements.* Estimated maximum demand _____ mcf per hour.

Estimated annual consumption _____ mcf. (The Government is in no way obligated to use nor it is restricted to the above estimated requirements.)

2. *Point or delivery.* The point of delivery of gas shall be _____

_____

3. *Quality of gas.* The Contractor will supply commercially clean and dry gas with a heat content at 14.7 pounds per square inch absolute and 60 degrees Fahrenheit of not less than _____ British thermal units per cubic food. Deduction for failure to provide gas at the agreed heat value shall be made as follows: One percent net of the average price per 100 cubic feet of gas for each one percent below the agreed heat value.

4. *Unit of measure.* A "cubic foot of gas," for the purpose of this contract, is the amount of gas necessary to fill a cubic foot of space when the gas is at a base pressure of _____ ounces per square inch above atmospheric pressure and at a base temperature of 60 degrees Fahrenheit, and the gas volumes shall be computed into such units. It is agreed that the gas shall be assumed to obey Boyle's law and no correction shall be made for any variation from this law; that the atmospheric pressure is _____ pounds per square inch; and that the flowing temperature is 60 degrees Fahrenheit.

5. *Metering and billing.* Gas will be measured by _____ meters to be furnished, (number and type) installed, maintained, calibrated and read by the Contractor, the readings of which will be combined for billing purposes.

When orifice meters are used to measure gas furnished hereunder, such meters shall be of standard manufacture and shall be installed and operated in accordance with the manufacturer's specifications and recommendations. Computations of gas deliveries shall be made in accordance with the manufacturer's recommendations and shall be corrected for the specific gravity of the gas, which shall be determined by spot specific gravity tests made monthly or at more frequent intervals if required, or by a recording gravitometer.

Upon request of the Contracting Officer or his representative, the Contractor will submit to the Government records and charts from its metering equipment, together with calculations therefrom, for the Government's inspection and verification, subject to return by the Government within ten days after receipt thereof, after which return the charts and records shall be kept on file by the Contractor for the mutual use of both parties for a period of one year.

6. *Pressure.* [1] Contractor will maintain at the point of delivery a regulated pressure within ten percent of the pressure requested by the Contracting Officer but shall not be required to maintain more than _____ pounds or less than _____ pounds per square inch gauge.

[1] Contractor will supply gas from its low pressure distribution system at a pressure between _____ and _____ ounces per square inch gauge.

7. *Termination.* Notice of intention to terminate shall be at the option of the Government and shall be given by the Contracting Officer not less than thirty days in advance of the effective date of termination.

8. *Renegotiation.* (a) Unless the provisions of subparagraph (b) of this paragraph 8 are applicable to this contract, (1) this contract shall be deemed to contain all the provisions required by subsection (b) of the Renegotiation Act as amended by section 701 of the Revenue Act of 1943 (Public Law No. 235, 78th Congress, enacted February 25,

[1] Delete inapplicable paragraph.

1944); and (2) in compliance with said subsection (b) of the Renegotiation Act, the Contractor shall insert in the subcontracts specified in said subsection (b) either the provisions of this article or the provisions required by said subsection (b).

(b) This contract shall be exempt from statutory renegotiation if:

(1) The Contractor hereunder is a department, bureau, agency or governmental corporation of the United States, or any Territory, possession or State, or any agency thereof, or any foreign Government or agency thereof; or

(2) The gas to be supplied hereunder is the product of a gas well which has not been processed, refined, or treated beyond the first form or state suitable for industrial use; or

(3) Made with a public utility for the delivery of gas, except that if the amounts received or accrued hereunder during any particular fiscal year were $50,000 or more, amounts received or accrued hereunder for such fiscal year shall not be exempt from renegotiation by reason of anything contained in this subparagraph (b) (3). (If such fiscal year is a fractional part of twelve months, the $50,000 amount shall be reduced to the same fractional part thereof for the purposes hereof.)

9. *Disputes.* (Insert General Provision 12 of W. D. Contract Form No. 47, § 813.1317)

10. *Alterations and additions.*

SPECIAL PROVISIONS—WATER SERVICE

Attached to and made part of Contract No. W----------

1. *Estimated service requirements.* Estimated daily maximum demand: ----------
Estimated annual consumption: ----------
(The Government is in no way obligated to use nor is it restricted to the above estimated requirements.)

2. *Point of delivery.* The point of delivery of water shall be ----------

3. *Description of water service.* The Contractor shall have ---------- gallons per minute of water continuously available at the point of delivery at a pressure of not less than --------- pounds per square inch gauge.

4. *Quality of water.* The Contractor will supply clear, potable water safe for human consumption in accordance with standards adopted by the United States Public Health Service for drinking and culinary water supplied by common carriers in interstate commerce and such revisions thereof as may be made from time to time.

5. *Metering and billing.* Water will be measured by ---------- meters owned,
(number and size)
calibrated and maintained by ----------. The reading of said meters will be combined for billing purposes.

6. *Termination.* Notice of intention to terminate this contract shall be at the option of the Government and shall be given in writing by the Contracting Officer to the Contractor not less than thirty days in advance of the effective date of termination.

7. *Renegotiation.* (a) Unless the provisions of subparagraph (b) of this paragraph 7 are applicable to this contract, (1) this contract shall be deemed to contain all the provisions required by subsection (b) of the Renegotiation Act as amended by Section 701 of the Revenue Act of 1943 (Public Law No. 235, 78th Congress, enacted February 25, 1944); and (2) in compliance with said subsection (b) of the Renegotiation Act, the Contractor shall insert in the subcontracts specified in said subsection (b) either the provisions of this Article or the provisions required by said subsection (b).

(b) This contract shall be exempt from statutory renegotiation if the contractor hereunder is a department, bureau, agency or governmental corporation of the United States, or any Territory, possession or State or any agency thereof, or any foreign Government or agency thereof.

8. *Disputes.* (Insert General Provision 12 of W. D. Contract Form No. 47, § 813.1317).

9. *Alterations and additions.*

SPECIAL PROVISIONS D—SEWAGE

Attached to and made part of Contract W ----------

1. *Estimated service requirements.* Estimated annual volume: ----------
(The Government is in no way obligated to deliver nor is it restricted to the above estimated requirements.)

2. *Service to be rendered.* Contractor shall furnish a sanitary sewer connection and sanitary sewerage service as required by the Government and shall receive, carry, treat and dispose of all sanitary sewage originating at the project in such amounts as the Government desires to release into Contractor's sewer system and in a manner and by such means as will constitute no hazard to the public health. Contractor shall operate its sewage disposal and treatment facilities in conformity with applicable laws, rules, and regulations promulgated by State and Federal governmental authorities.

3. *Point of delivery.* The sewage shall be delivered to Contractor by the Government at ----------

4. *Termination.* Notice of intention to terminate this contract shall be at the option of the Government and shall be given in writing by the Contracting Officer to the Contractor not less than thirty days in advance of the effective date of termination.

5. *Renegotiation.* (a) Unless the provisions of subparagraph (b) of this paragraph 5 are applicable to this contract, (1) this contract shall be deemed to contain all the provisions required by subsection (b) of the Renegotiation Act as amended by Section 701 of the Revenue Act of 1943 (Public Law No. 235, 78th Congress, enacted February 25, 1944); and (2) in compliance with said subsection (b) of the Renegotiation Act, the Contractor shall insert in the subcontracts specified in said subsection (b) either the provisions of this Article or the provisions required by said subsection (b).

(b) This contract shall be exempt from statutory renegotiation if the contractor hereunder is a department, bureau, agency or governmental corporation of the United States, or any Territory, possession or State or any agency thereof, or any foreign Government or agency thereof.

6. *Disputes.* (Insert General Provision 12 of W. D. Contract Form No. 47, § 813.1317).

7. *Alterations and additions.*

§ 813.1316 *W. D. Contract Form No. 16.*

Contract No.----------

LUMP SUM CONTRACT FOR ARCHITECT-ENGINEER SERVICES

(With Optional Supervision)

WAR DEPARTMENT

Architect-engineer & address----------
Services in connection with----------
Location----------
Amount: For Title I $----------
For Title II $----------
Payment: To be made by--------, U. S. Army, at----------

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to, the following allotments, the available balances of which are sufficient to cover the cost of the same:

This contract was negotiated under and is authorized by the following laws:

LUMP SUM CONTRACT FOR ARCHITECT-ENGINEER SERVICES

(With Optional Supervision)

This Contract, entered into this---------- day of----------, 19----, by the United States of America (hereinafter called the "Government"), represented by the Contracting Officer executing this contract and----------

[1] a corporation organized and existing under the laws of the State of----------

[1] a partnership consisting of----------

[1] an individual trading as----------
in the City of----------
State of----------
(hereinafter called the "Architect-Engineer"), Witnesseth that:

Whereas, the accomplishment of the hereinafter described work and services is authorized by law and will facilitate the prosecution of the war; and

Whereas, the Government desires to engage the Architect-Engineer to render services as hereinafter set forth for the preparation of necessary reports, designs, drawings, specifications and other documents; and, at the option of the Government, for technical supervision of the construction of the project described in Article I-A hereof; and

Whereas, the Secretary of War has directed ----------
to negotiate this Architect-Engineer Contract:

Now, therefore, the parties hereto do mutually agree as follows:

TITLE I

ARTICLE I-A. *Description of project.* 1. The Architect-Engineer shall, upon receipt of notice to proceed, perform all the services required under this contract for the project generally described as follows:

(hereinafter referred to as "the project"), located at or in the vicinity of ----------
and more specifically described in Appendix "A" which is attached hereto and made a part hereof.

ART. I-B. *Statement of architect-engineer services.* The Architect-Engineer shall perform the following services:

1. Make such topographical and other surveys and maps as are specified in Appendix "A"; supervise necessary test borings and other subsurface investigations required by the Contracting Officer, but the cost of such borings and investigations shall be borne by the Government. This provision is not to be deemed to require the Architect-Engineer to make real estate surveys.

2. Establish a permanently monumented base line, with elevations, tied into the North American Datum.

3. Prepare, subject to the approval of the Contracting Officer, preliminary studies, sketches, and layout plans and reports including estimates of cost of the proposed project and of all structures, utilities and appurtenances thereto. But if more than three sets of such studies, sketches, plans, or reports are required because of changes initiated by the Contracting Officer, an adjustment in the contract price will be made as provided in Article III-E.

4. Adopt Government designs, drawings, specifications and standards for buildings and other structures as necessary to meet the requirements of the approved layout of the proposed project, and prepare detailed designs, specifications and drawings in required form for buildings and other structures for which Government designs are incomplete or unavailable.

5. When preliminary drawings are approved in writing by the Contracting Officer, prepare final designs, detailed working drawings and specifications in accordance with Government standards necessary for the effective coordination and efficient execution of the construction work and revise such drawings and specifications if necessary. All such drawings may be prepared in pencil on tracing paper or pencil tracing cloth of approved quality by such methods and of such quality of workmanship as will permit the making of satisfactory reproductions thereof and the revision of such drawings for record purposes. Prepare and furnish ---------- copies of the specifications and ---------- sets of full size copies of working drawings; in the event additional copies are required the Government shall pay the cost thereof. There shall be included in the specifications all provisions which the Contracting Officer may direct to have incorporated therein relating to the advertising, negotiating, or awarding of construction contract or contracts, conditions under which the work shall be done, and any special provisions required by statute or existing War Department regulations or instructions.

6. Obtain necessary permits and approvals from all local, State and Federal authorities. Should it become necessary in the performance of the work and services for the Architect-Engineer to secure the right of ingress and egress to perform any of the work required by Title I hereof on properties not owned or controlled by the Government, the Architect-Engineer shall, if practicable, secure the consent of the owner, his representative, or agent, prior to effecting entry on such property. In the event the owner requires the payment of any fee for a license to enter upon and/or use such property, the Architect-Engineer, when so directed by the Contracting Officer, shall pay such fee and obtain a receipt therefor. The expenditures covering such fees shall constitute a reimbursable item under this contract, and the Architect-Engineer, upon presentation of a voucher therefor, duly supported by proper receipts attached thereto, shall be reimbursed for the full amount thereof.

7. Prepare an estimate of the cost of the proposed project based upon the approved designs, drawings and specifications therefor.

8. Prepare schedules and charts showing the sequence of operations in the construction of each of the several portions of the work.

9. Prepare estimates showing the quantities of critical and important materials and length of time after award of the construction contract when such materials will be required on the site.

10. Assist the Contracting Officer in preparing invitations for bids or proposals analysing and evaluating bids or proposals for a construction contract or contracts based upon the approved drawings and specifications.

11. Check and approve all shop and working drawings submitted by the Constructor in connection with the construction work to assure that they conform with approved drawings.

12. During the construction period the Architect-Engineer shall furnish such advice as may be requested and an approved representative shall make ---------- visits to the site of the work at periods required by the Contracting Officer; additional visits, if made, shall be paid for at ---------- Dollars ($------) per day in full satisfaction therefor. In the event that the option of Title II is exercised, the provisions of this paragraph shall not apply.

ART. I-C. *Progress schedule.* 1. The Architect-Engineer shall, promptly after the execution of this contract, prepare and submit to the Contracting Officer, for approval, a schedule showing the order in which the Architect-Engineer proposes to carry on the work, with dates on which he will start the several salient features of the work and the contemplated dates for completing the same. Such schedule shall provide for completion of all work hereunder within the contract time. The schedule shall be in the form of a progress chart at suitable scale so as to indicate with symbols the percentage completed at any time. The Architect-Engineer shall correct the progress schedule at the end of each week and shall immediately deliver three copies to the Contracting Officer.

2. The Architect-Engineer shall furnish sufficient technical, supervisory and administrative personnel to insure the prosecution of the work in accordance with the approved progress schedule.

ART. I-D. *Period of service.* 1. The Architect-Engineer shall complete all work and services under Title I of this contract except work and services required under Article I-B, sections 11 and 12, within ---------- months after receipt of notice to proceed.

ART. I-E. *Payment.* 1. In consideration of the performance of his undertakings under this Title I, the Architect-Engineer shall be paid the sum of ---------- Dollars ($----------), which shall constitute complete payment for all services required to be performed under this Title I and all expenditures which may be made and expenses incurred except as are otherwise expressly provided herein.

TITLE II

At any time prior to six months after satisfactory completion and acceptance of the work and services to be furnished under Title I except Article I-B, sections 11 and 12, the Government, at its option, may direct, by a written order, the Architect-Engineer to perform the work and services provided under this Title II. Upon receipt of such direction, the Architect-Engineer shall proceed with such work and services.

ART. II-A. *Services to be furnished by Architect-Engineer.* The Architect-Engineer shall perform the following services:

1. Furnish all governing lines, bench marks and grades essential to the construction of the project.

2. Furnish a Resident Engineer and staff of assistants and other personnel to supervise the construction to assure that every part of the work is done in accordance with the approved drawings and specifications and within the areas and boundaries designated for the project. The Architect-Engineer will furnish ---------- man-months of inspection service as required by the Contracting Officer.

3. Make all field tests at the site of the work and report to the Contracting Officer in writing as to the conformity or nonconformity of the materials and equipment and workmanship to specifications. The Architect-Engineer shall evaluate reports on such other tests of materials and equipment as may be required by the Contracting Officer, but the cost of such tests shall be borne by the Government.

4. Prepare, with the assistance of the Constructor, labor estimates showing the approximate numbers, trades and dates required to meet the approved construction schedule.

5. Prepare weekly progress reports in approved form showing the progress of the construction work and any deviation from the approved construction schedule.

6. Prepare, when required by the Contracting Officer, the partial and final construction estimates for payment.

7. Without additional compensation the Architect-Engineer or any member of the organization, when requested, shall consult and advise with the Contracting Officer on any questions which may arise in connection with the work under this contract.

8. Upon termination or completion of this contract as determined by the Contracting Officer, and before final payment, the Architect-Engineer shall:

a. Prepare record drawings to show construction as actually accomplished. These record drawings shall be prepared by correcting drawings as prepared for construction purposes or, where construction drawings cannot be satisfactorily revised for record purposes, by preparation of appropriate new drawings. All such new drawings shall be prepared in pencil on tracing paper or pencil tracing coth of approved quality.

b. Assist the Contracting Officer in the perparation of the completion report for the project.

c. Supervise the testing of operating units to assure their conformance with specifications and furnish all engineering services necessary to secure such conformance.

d. Prepare instructions for the proper operation and maintenance of all utilities and operating equipment designed by the Architect-Engineer.

ART. II-B. *Period of service.* 1. The period of service of the Architect-Engineer under Title II of this Contract shall be ---------- months from receipt of the order to proceed, but the Government may extend such period as provided in Article III-E of this Contract.

ART. II-C. *Payment.* 1. In consideration of the performance of his undertakings under this Title II the Architect-Engineer shall be paid the sum of ---------- Dollars ($----------), which shall constitute complete payment for all services required to be performed under this Title II and all expenditures which may be made and expenses incurred except as are otherwise provided herein.

TITLE III

The provisions of this Title shall apply to this entire contract, to wit: to Title I and likewise to Title II should Title II become operative as provided herein.

ART. III-A. *Method of payment.* 1. Estimates shall be made semi-monthly of the amount and value of the work and services performed by the Architect-Engineer under this contract, determined in accordance with Appendix "A" attached hereto and made a part hereof.

2. Upon approval of such estimate by the Contracting Officer payment upon vouchers approved by the Contracting Officer shall be made to the Architect-Engineer as soon as practicable of 90% of the amount as determined above, less all previous payments.

3. In the event that the Government does not exercise the option under Title II of this contract within 30 days after the satisfactory completion and acceptance by the Contracting Officer of the work done by the Architect-

[1] Delete all lines which do not apply.

Engineer under Article I–B, sections 1 through 10 inclusive, the Architect-Engineer shall be paid the unpaid balance of any money due for work done under said sections.

4. Upon satisfactory completion of the construction work and its final acceptance the Architect-Engineer shall be paid the unpaid balance of any money due hereunder. Prior to such final payment under the contract, or prior to settlement upon termination of the contract, and as a condition precedent thereto, the Architect-Engineer shall execute and deliver to the Contracting Officer a release of all claims against the Government arising under or by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Architect-Engineer from the operation of the release in stated amounts to be set forth therein.

ART. III–B. *Drawings and other data to become property of Government.* 1. All notes, designs, drawings, specifications and other technical data are to become the property of the Government on completion as outlined in this contract, and the Government shall have full right to use those instruments for the purpose of constructing under contract or otherwise any buildings or other structures for the sole use of the Government when and where the Government may designate, without any claim on the part of the Architect-Engineer for additional compensation.

2. All notes, designs, drawings, specifications and other technical data concerning the project shall be delivered to the Government whenever requested by the Contracting Officer, and, furthermore, access to such data shall be restricted to trusted and duly authorized representatives of the Government and of the Architect-Engineer.

ART. III–C. *Contracting officer's decisions.* 1. The extent and character of the work to be done by the Architect-Engineer shall be subject to the general supervision, direction, control and approval of the Contracting Officer to whom the Architect-Engineer shall report and be responsible. In the event that there should be any dispute with regard to the extent and character of the work to be done, the decision of the Contracting Officer shall govern, but the Architect-Engineer shall have the right of appeal as provided in Article III–D.

ART. III–D. *Disputes.* (Insert article in § 803.326)

ART. III–E. *Changes.* 1. The Contracting Officer may at any time, by a written order, and without notice to the sureties, make any changes in this contract which may either increase or decrease the services hereunder. If such changes cause an increase or decrease in the services required under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim for adjustment under this article must be asserted within 10 days from the date the change is ordered: provided, however, that the Contracting Officer, if he determines that the facts justify such action, may receive and consider, and with the approval of the Secretary of War or his duly authorized representative, adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Article III–D, but nothing provided in this article shall excuse the Architect-Engineer from proceeding with the prosecution of the work so changed.

ART. III–F. *Termination.* 1. The Government may terminate this contract at any time and for any cause by a notice in writing from the Contracting Officer to the Architect-Engineer. Upon receipt of such notice the Architect-Engineer shall, unless the notice directs otherwise immediately discontinue all work.

2. If the contract is terminated for the convenience of the Government, payment to the Architect-Engineer will be made promptly for that proportion of the services required under the contract which the work actually performed bears to the total work required under the contract, less any payments previously made.

3. If this contract is terminated because of the failure on the part of the Architect-Engineer to fulfill his undertakings under this contract, the Government may take over the work and prosecute the same to completion by contract or otherwise, and the Architect-Engineer shall be liable to the Government for any excess cost occasioned to the Government thereby.

ART. III–G. *Covenant against contingent fee.* (Insert clause in § 803.323)

ART. III–H. *Officials not to benefit.* (Insert clause in § 803.322)

ART. III–I. *Assignment of claims.* (Insert clause in § 803.355)

ART. III–J. *Convict labor* (Insert clauses in § 803.345 or 803.346)

ART. III.–K. *Dismissals.*

1. Should the continued employment, under this contract, of any person in the Architect-Engineer's organization be deemed by the Contracting Officer to be prejudicial to the interests of the Government, that person shall be immediately removed from the work. The Architect-Engineer shall make every reasonable effort in the selection of his employees and in the prosecution of the work under this contract to safeguard all drawings and specifications, and to prevent the theft or unauthorized use of the same.

ART. III–L. *Workmen's compensation laws.* 1. The Act of June 25, 1936 (49 Stat. 1938, 1939; 40 U. S. C. 290), provides that the several states have authority to make their Workmen's Compensation Laws applicable to contracts for the construction, alteration or repair of a public building or public work of the United States, and the several states are vested with the power and authority to enforce such state laws on lands of the United States.

ART. III–M. *Accident prevention.* 1. The Architect-Engineer will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all causes of death, occupational disease, and traumatic injury arising out of or in the course of employment on work under this contract.

ART. III–N. *Anti-discrimination.* (Insert clauses in § 803.325).

ART. III–O. *Renegotiation pursuant to section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942, as amended.* (Insert article in § 803.342a).

ART. III–P. *Definitions.* (Insert article 22, § 813.1301)

ART. III–Q. *Approval.* 1. This contract shall be subject to the written approval of the _____ and shall not be binding unless so approved.

ART. III–R. *Alterations.* 1. The following changes were made in this contract before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this contract as of the day and year first above written:

THE UNITED STATES OF AMERICA,

By _____

_____

(Official Title)

_____

(Architect-Engineer)

By _____

_____

(Business Address)

Witnesses as to signature of Architect-Engineer:

_____

_____

(Address)

_____

_____

(Address)

I _____

certify that I am the _____ Secretary of the corporation named as Architect-Engineer herein; that _____ who signed this contract on behalf of the Architect-Engineer was then _____ of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

In witness whereof, I have hereunto affixed my hand and the seal of said corporation this _____ day of _____, 19____.

[CORPORATE SEAL] _____

(_____ Secretary)

I hereby certify that, to the best of my knowledge and belief, based upon observation and inquiry, _____, who signed this contract for _____ had authority to execute the same, and is the individual who signs similar contracts on behalf of this corporation with the public generally.

_____

(Contracting Officer)

§ 813.1317 *Short forms.* In § 813.1317a there are set forth certain short forms of contracts for procuring supplies or services, to be used in accordance with the "Explanatory Notes" applicable to each.

§ 813.1317a *W. D. Contract Form No. 383 (W. D. Forms Nos. 383, 383a, 383b and 383c); Short Form*—(a) *Explanatory notes.* (1) W. D. Contract Form No. 383, comprising W. D. Forms Nos. 383, 383a, 383b and 383c, is *prescribed* for use by posts, camps and stations for procuring any supplies or services, regardless of the number or period of deliveries involved, where:

(i) The amount of the purchase does not exceed $5,000; and

(ii) Only one payment is expected to be made; and

(iii) No special contract form is provided (for example, the General and Medical Laundry Contracts); and

(iv) No special contractual provisions are necessary.

(2) The form is available for optional use by all procuring agencies other than posts, camps and stations, under the conditions mentioned in (1) above.

(3) The procedure for use and distribution of the form by posts, camps and stations is graphically shown in Army Service Forces Manual M403.

(b) *Contract form.*

[White Page

W D Form No. 383
Form Approved by Comptroller General
U. S. August 26, 1943

PURCHASE ORDER AND VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

UNITED STATES WAR DEPARTMENT

Location _____ D. O. Vou. No. _____

To _____ Date _____ PAID BY

P. O. No. _____

Please furnish the following, subject to the conditions stated on both sides of this form: Req. No. _____

Pur. Auth. _____

Ship to _____ Negotiated under authority of the First War Powers Act, 1941, and Executive Order No. 9001, December 27, 1941. (For use of paying office)

F. o. b. _____ Terms: _____

Vendor: Mail the original with Vendor's certificate completed or the original with original certified invoice and _____ copies. Payment Will Be Made By Finance Officer At _____

(available balance of which is sufficient)

To: _____ Purchasing and Contracting Officer

Item No.	Articles or Service	Quantity	Unit	Unit Price	Amount Dollars	Amount Cents	Quantity Received
				Total			

Vendor's Certificate. I certify that the above bill is correct and just: that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transactions have been complied with; and that State or local sales taxes are not included in the amounts billed.	(Vendor must NOT use this space) Differences	
*Payee (Sign original only)	Account verified; correct for	
Per _____ Title (This certificate not required when a like certificate is made by payee on attached bill or bills)	(Signature or initials)	

Pursuant to authority vested in me, I certify that the above articles were received in good condition, after due inspection, acceptance, and delivery prior to payment as required by law, or the services were performed as stated; that they were procured without written contract, in open market, and were necessary for the public service; and that the prices charged are just and reasonable and in accordance with the agreement.

Signature _____ Title _____

Accounting classification (for completion by Administrative Office)

Appropriation, limit'n or project symbol	Abbreviated appropriation title	Allotment, Project and Object Symbols	Station Code	Limit'n or Proj't Amount	Appropriation Amount

Paid by Check No. _____ dated _____, 19__, for $_____ on Treasurer of the United States in favor of Payee named above.

Cash, $_____, on _____, 19__, Payee _____ (Sign original only)

Per _____

Title _____

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.

[Reverse side of W. D. Form No. 383 (White Page)]

SPECIAL PROVISIONS AND CONDITIONS APPLYING TO THIS ORDER

1. *Payments.* (Article 8, § 813.1301)

2. *Inspection.* All material and workmanship shall be subject to inspection and test at all times and places and, when practicable, during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the Government shall have the right to reject such articles, or require their correction. In the event public necessity requires the use of material or supplies not conforming to the specifications, payment therefore shall be made at a proper reduction in price.

3. *Variation in Quantities.* (§ 803.329)

4. *Acceptance.* In accepting this order the contractor agrees that the terms and conditions stated on both sides of this purchase order are a part of the agreement between the parties hereto.

5. *Notice of Shipment.* (§ 803.328)

6. *Shipping Instructions.*

(a) Mark each package with complete destination, Purchase Order number, name of Contractor, commodity, quantity, Purchase Order Item number, package number.

(b) Packing list must accompany each shipment, showing package number and contents.

(c) Prepay all carrier charges to destination (unless otherwise instructed) forwarding shipping notices, bills of lading, and paid tariff bills.

7. *Taxes.* (§ 803.357 (b))

8. *Eight-Hour Law.* (§ 803.346)

9. *Anti-Discrimination.* (§ 803.325)

10. *Convict Labor.* The contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

11. *Delays—Damages.* If the Contractor refuses or fails to perform this contract within the time specified, or any extension thereof, the Government may, by written notice, terminate the right of the Contractor to proceed with deliveries or with such part or parts thereof as to which there has been delay, and may hold the Contractor liable for any damage caused the Government by reason of such termination. The right of the Contractor to proceed with the performance of this contract shall not be terminated under this General Provision 11 if the delay is due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including without being limited to, any preference, priority, or allocation order issued by the Government or any other act of the Government.

12. *Disputes.* Except as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail a copy thereof to the Contractor. Within 30 days from said mailing the Contractor may appeal to the Secretary of War, whose decision or that of his designated representative, representatives, or board shall be final and conclusive upon the parties hereto. Pending decision of a dispute hereunder the Contractor shall diligently proceed with the performance of this contract.

13. *Assignment of Rights Hereunder.* This General Provision 13 shall apply if this contract is for $1,000 or more. (§ 803.355).

14. *Officials Not to Benefit.* (§ 803.322)

15. *Covenant Against Contingent Fees.* (§ 803.323)

16. *Definitions.* (Article 22, § 813.130)

W. D. Form No. 383a
Form Approved by Comptroller General
U. S. August 26, 1943

[White Page]

(*Reverse side of W. D. Form No. 383b*) [Yellow Page]. This is the same as the reverse side of W. D. Form No. 383

W. D. Form No. 383a [White Page]
Form Approved by Comptroller General
U. S. August 26, 1943

PURCHASE ORDER AND VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL
UNITED STATES WAR DEPARTMENT
Continuation Sheet

P. O. No.....
Sheet.....of.....

Item No.	Articles or service	Quantity	Unit	Unit price	Amount		Quantity received
					Dollars	Cents	
	Total						

W. D. Form No. 383b [Yellow Page]
Form Approved by Comptroller General U. S. August 26, 1943
PURCHASE ORDER AND VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL
UNITED STATES WAR DEPARTMENT

D. O. Vou. No.....

Location.....

To.....

Please furnish the following, subject to the conditions stated on both sides of this form:

Ship to.....

F.O.B.....Terms.....

Vendor: Mail the original with Vendor's certificate completed or the original with original certified invoice and.....copies.

To:.....

Date.....
P. O. No.....
Req. No.....
Pur. Auth.....
Negotiated under authority of the First War Powers Act, 1941, and Executive Order No. 9001, December 27, 1941.

PAID BY
(For use of Paying office)

Payment Will Be Made By Finance Officer At

Funds chargeable.....
(available balance of which is sufficient)

Purchasing and Contracting Officer

Item No.	Article or service	Quantity	Unit	Unit Price	Amount		Quantity Received
					Dollars	Cents	
	Total						
		(Vendor must NOT use this space) Differences.....					
		Account verified; correct for.....					
		(Signature or initials)					

Receiving report: I certify that the items listed in Quantity Received column above were inspected and accepted by me, and they conform to requirements, and/or that the services specified were actually rendered.

Date Inspecting Officer

Property voucher No.....I certify that the items listed in Quantity Received column above were received by me in the quantities and conditions stated, and that the same have been taken up on the property accounts at this station.

Date Accountable Officer

Accounting classification (for completion by Administrative Office)

Appropriation, limit'n or project symbol	Abbreviated appropriation title	Allotment, Project and Object Symbols	Station Code	Limit'n or Proj't Amount	Appropriation Amount

Paid by { Check No.....dated....., 19.., for $.....on Treasurer of the United States in favor of Payee named above
Cash, $....., on....., 19..,

Payee.....
(Sign original only)
Per.....
Title.....

(*Reverse side of W. D. Form No. 383b*) [*Yellow Page*]. This is the same as the reverse side of W. D. Form No. 383.

W. D. Form No. 383c, Form Approved by Comptroller General U. S., August 26, 1943 [*Yellow Page*]. This is the same as W. D. Form No. 383a.

§ 813.1317b *W. D. Contract Form No. 18—Short form*—(a) *Explanatory Notes.* (1) W. D. Contract Form No. 18 is available for optional use by the technical services (including the service commands) for procuring any supplies or services, regardless of the number or period of deliveries or of the number of payments involved, where:

(i) The amount of the purchase does not exceed $500,000; and

(ii) No special contract form is available and suitable for the particular type of procurement; and

(iii) No special contract provisions are required, the insertion of which in the particular case would unduly complicate the form; and

(iv) Signature by the contractor evidencing acceptance of the order is not required, and is not desired.

Signature by the contractor is not required where (i) the amount of the order is not in excess of $5,000, or (ii) the amount of the order is in excess of $5,000 but not in excess of $500,000 and the order is preceded by an oral or written quotation or is based upon a price list.

(2) Where the price is not in excess of $5,000 the line reading "In accordance with your price list /oral quotation/ written quotation of ----------, 19----," appearing on the front side of the first sheet, will be deleted by the Contracting Officer. Otherwise the Contracting Officer will delete those words which do not apply, and insert the date.

(3) Each technical service will insert, under "Special Provisions" appearing on the reverse side of the first sheet, appropriate clauses covering "Methods of Presenting Invoices or Vouchers" and "Methods of Packing, Shipping and Marking," and such other clauses as may be necessary or advisable (for example, the clause on subcontracting, § 803.367, and patents clauses, § 803.335 et seq.).

(b) *Contract form.*

W. D. Contract Form No. 18. WAR DEPARTMENT
PURCHASE ORDER

Date.....
Contract No. (if any) W.....
Order No.....
These numbers must appear on all packages and papers relating to this order.

W. D. establishment, office or station, and address:

To:.....
Address:.....
Factory Address:.....

Ship to:.....

Schedule of deliveries:.....

For methods of presenting invoices or vouchers, see Special Provision 1.
Payment will be made by Finance Officer, U. S. Army, at.....

The supplies and services to be obtained by this instrument are authorized by the following allocations, and charges hereunder to the following allocations, the available balances of which are sufficient to cover the cost thereof:

In accordance with your price list / oral quotation / written quotation of.....19..
Please furnish the following on the terms specified on both sides of this page and on the continuation sheet(s) hereof to inclusive, attached hereto, including delivery f. o. b.....

Methods of packing, marking and shipping shall be as provided herein except as otherwise directed by the Contracting officer.
Inspection points:.....

Item No.	Supplies or services	Quantity	Unit	Unit price	Amount
	Total.....				

This order is authorized by and negotiated under the First War Powers Act, 1941 (Public, 354, 77th Cong.), and Executive Order No. 9001 (Dec. 27, 1941).

UNITED STATES OF AMERICA,
By.....
Contracting Officer
Title.....

Reverse side of W. D. Contract Form No. 18.

GENERAL PROVISIONS

1. *Payments.* (Insert Article 8, § 813.1901)

2. *Inspection.* Whether or not an inspection point is specified herein, all material and workmanship shall be subject to inspection and test at all times and places (including inspection and test after arrival at destination) and, when practicable, during manufacture. In case material or workmanship, or be defective not in conformity with the specification requirements, the Government shall have the right to reject such articles, or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. In the event public necessity requires the use of materials or supplies not conforming to the specifications, payment therefor shall be made at a proper reduction in price.

3. *Variation in Quantities.* (Insert clause in § 803.329)

4. *Notice of Shipments.* (Insert clause in § 803.328)

5. *Taxes.* (Insert clause in § 803.357)

6. *Walsh-Healey Act.* If this contract is for an amount in excess of $10,000, the representations and stipulations required by Section 1 of the Act of June 30, 1936 (Walsh-Healey Act, Public No. 846, 74th Cong.) to be included in all contracts therein specified, are hereby incorporated and made a part of this contract with the same force and effect as if fully set forth in the contract. Such representations and stipulations shall be subject to all applicable regulations, determinations, and exceptions of the Secretary of Labor now or hereafter in effect.

7. *Eight-Hour Law.* This General Provision 7 shall apply if General Provision 6 is not applicable. (Insert clause in § 803.346)

8. *Anti-Discrimination.* (Insert clause in § 803.325)

9. *Convict Labor.* The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

10. *Changes.* Where the supplies to be furnished are specially manufactured in accordance with drawings and specifications, the Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes in the drawings or specifications. Changes as to shipment and packing of all supplies may also be made as above provided. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, a suitable adjustment shall be made in writing accordingly. This contract shall be modified in writing accordingly.

11. *Delays—Damages.* If the Contractor refuses or fails to perform any extension thereof, the time specified, or by written notice, terminate the Government's right of the Contractor to proceed with deliveries or with such part or parts thereof as to which there has been delay, and may hold the Contractor liable for any damage caused the Government by reason of such termination. The right of the Contractor to proceed with the performance of this contract shall not be terminated under this General Provision 11 if the delay is due to causes beyond the control and without the fault or negligence of the Contractor, including without being limited to, any preference, priority, or allocation order issued by the Government or any other act of the Government.

12. *Disputes.* Except as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail a copy thereof to the Contractor. Within 30 days from said mailing the Contractor may appeal to the Secretary of War whose decision or that of his designated representative, conclusive upon the parties hereto. Pending decision, diligently proceed with the performance of this contract.

13. *Assignment of Rights Hereunder.* This General Provision 13 shall apply if this contract is for $1,000 or more, unless this contract is marked secret, confidential, or restricted. (Insert clause in § 803.365)

14. *Officials Not to Benefit.* (Insert clause in § 803.322)

15. *Covenant Against Contingent Fees.* (Insert clause in § 803.323)

16. *Definitions.* Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Office" as used herein shall include his duly appointed successor or his authorized representative.

SPECIAL PROVISIONS

1. *Methods of Presenting Invoices or Vouchers.* [Appropriate clauses to be inserted.]

2. *Methods of Packing, Shipping and Marking.* [Appropriate clauses to be inserted.] [Add further appropriate clauses.]

CONTINUATION SHEET

Sheet No.....

Item No.	Supplies or services	Quantity	Unit	Unit price	Amount
	Total.....				

Sheet to be added when applicable.
Sheet No.....

Articles on this continuation sheet should be included or deleted in accordance with applicable regulations. If article "A" is included, fill in blanks appearing in paragraph (d) (2) thereof as prescribed in regulations.

A. Termination at the option of the Government.—(Insert clause in § 803.324 (g).

B. Renegotiation. (Insert article in § 803.342 (a).

§ 813.1317c *W. D. Contract Form No. 47 (W. D Forms Nos. 47 and 47–a). Short Form, Revised 1 April 1944*—(a) *Explanatory notes.* (1) This form was formerly known as W. D. Contract Form No. 17. It has been renumbered as W. D. Contract Form No. 47 to make the "W. D. Contract Form No." conform to the "W. D. Form No."

(2) W. D. Contract Form No. 47 comprising W. D. Forms Nos. 47 and 47–a,

is available for optional use by the technical services (including the service commands) for procuring any supplies or services, regardless of the number or period of deliveries or the number of payments involved, where:

(a) The amount of the purchase does not exceed $1,000,000; and

(b) No special contract form is available and suitable for the particular type of procurement; and

(c) No special contract provisions are required the inclusion of which in the particular case would unduly complicate the form.

(3) The form calls for execution both by the Contracting Officer and the contractor. When so executed, it should be complete in itself, without reference to other documents such as proposal or bid forms.

(4) When filled in, signed by the Contracting Officer, and delivered to the contractor, the form (W. D. Form No. 47 alone, or both W. D. Forms Nos. 47 and 47–a, with or without further continuation sheets) constitute an offer by the Government to contract on the terms set forth. So far as the information is available at the time the form is delivered to the Contractor, all applicable blanks should be filled in. Where a particular matter is not known at the time the form is delivered to the Contractor (for example, "Ship To" or "Schedule of Delivery"), the blanks should be filled in with appropriate language indicating how such information will be subsequently furnished.

(5) When signed by the contractor in the space marked "Contractor's Acceptance" and returned to the Government in the time allowed, the form becomes a binding contract provided the contractor has not made any changes by way of deletion, interlineation or addition, thus departing from the terms of the offer. Contractors should be instructed to inform the Contracting Officer of any changes which appear to be required, so that amendments may be made and initialled by both parties, or a corrected form issued.

(6) General Provision No. 2 (Inspection) provides that "whether or not an inspection point is specified herein," inspection may occur at all times and places, etc. A line is provided on the face of W. D. Form No. 47 for insertion of inspection point.

(7) General Provision 3 (Variation in Quantities) permits a variation of 10% "unless otherwise specified." Statement of a permitted variation other than 10% may be inserted in any space on the form or on a continuation sheet.

(8) Methods of presenting invoices or vouchers, and of packing, marking and shipping will be as specified in any space on the form or on a continuation sheet, except as otherwise directed by the Contracting Officer.

(9) Continuation sheets may be used as extensions of columns on the form (for example, the column marked "Supplies or Services"), or for inclusion of any further contract clauses which may be necessary or advisable (for example, the clause on subcontracting, § 803.367, or patents clauses, § 803.335 et seq.).

(10) W. D. Forms 47 and 47–a will be requisitioned as prescribed in AR 310–200. Requisitioning agencies should specify bond or tissue in requisitioning these forms.

(b) *Contract forms.*

W. D. Form No. 47
Revised 1 April 1944

WAR DEPARTMENT
GOVERNMENT'S ORDER AND CONTRACTOR'S ACCEPTANCE

Contract No. (If any) W-..........

Order No..........
Above numbers must appear on all packages and papers relating to this order.

Date..........

W. D. establishment, Office or station, and address:
....

Payment will be made by Finance Officer, U. S. Army, at..........

The supplies and service, to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the following allotments, the available balances of which are sufficient to cover the cost thereof:

This contract is authorized by and negotiated under the First War Powers Act, 1941 (Public 354, 77th Cong.), and Executive Order No. 9001 (Dec. 27, 1941).

To:..........
(Contractor)
....
(Address)
....
(Factory Address)

SHIP TO:..........

GOVERNMENT'S ORDER

Please furnish the following on the terms specified on both sides of this page and on the continuation sheets, if any, attached hereto, including delivery f. o. b..........

Acceptance must be received by the Government within..........days after the date first above written.

Methods of presenting invoices or vouchers, and of packing, marking, and shipping, shall be as provided herein, except as otherwise directed by the Contracting Officer.

Inspection points..........

Schedule of delivery..........

Item No.	Supplies or Services	Quantity	Unit	Unit Price	Amount
	Total..........				

CONTRACTOR'S ACCEPTANCE

Accepted this......day of.........., 194..
....
By..........
Title..........
(Authorized to accept this order)

UNITED STATES OF AMERICA,
By..........
Title..........
Contracting Officer.

[Reverse side of W. D. Contract Form No. 47]

GENERAL PROVISIONS

1. *Payments.* (Insert Article 8, § 813.1301.)

2. *Inspection.* Whether or not an inspection point is specified herein, all material and workmanship shall be subject to inspection and test at all times and places (including inspection and test after arrival at destination) and, when practicable, during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the Government shall have the right to reject such articles, or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. In the event public necessity requires the use of materials or supplies not conforming to the specifications, payment therefor shall be made at a proper reduction in price.

3. *Variation in quantities.* (Insert clause in § 803.329.)

4. *Notice of shipments.* (Insert clause in § 803.328.)

5. *Taxes.* (Insert clause in § 803.357 (c).)

6. *Walsh-Healey Act.* If this contract is for an amount in excess of $10,000, the representations and stipulations required by Section 1 of the Act of June 30, 1936 (Walsh-Healey Act, Public No. 846, 74th Cong.) to be included in all contracts therein specified are hereby incorporated and made a part of this contract with the same force and effect as if fully set forth in the contract. Such representations and stipulations shall be subject to all applicable regulations, determinations, and exceptions of the Secretary of Labor now or hereafter in effect.

7. *Eight-Hour Law.* This General Provision 7 shall apply if General Provision 6 is not applicable. (Insert § 803.346.)

8. *Anti-Discrimination.* (Insert clause in § 803.325.)

9. *Convict labor.* The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

10. *Changes.* Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes in the drawings or specifications. Changes as to shipment and packing of all supplies may also be made as above provided. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly.

11. *Delays—Damages.* If the Contractor refuses or fails to perform this contract within the time specified, or any extension thereof, the Government may, by written notice, terminate the right of the Contractor to proceed with deliveries or with such part or parts thereof as to which there has been delay, and may hold the Contractor liable for any damage caused the Government by reason of such termination. The right of the Contractor to proceed with the performance of this contract shall not be terminated under this General Provision 11 if the delay is due to causes beyond the control and without the fault or negligence of the Contractor, including without being limited to, any preference, priority, or allocation order issued by the Government or any other act of the Government.

12. *Disputes.* Except as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail a copy thereof to the Contractor. Within 30 days from said mailing the Contractor may appeal to the Secretary of War, whose decision or that of his designated representative, representatives, or board shall be final and conclusive upon the parties hereto. Pending decision of a dispute hereunder the Contractor shall diligently proceed with the performance of this contract.

13. *Assignment of rights hereunder.* This General Provision 13 shall apply if this contract is for $1,000 or more, unless this contract is marked secret, confidential or restricted. (Insert clause in § 803.355.)

14. *Officials not to benefit.* (Insert clause in § 803.322.)

15. *Covenant against contingent fees.* (Insert clause in § 803.323.)

16. *Definitions.* Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

W. D. Form No. 47–a

(Revised 1 April 1944)

Continuation Sheet No. ...... of Continuation Sheets

Articles on this continuation sheet should be included or deleted in accordance with applicable regulations. If Article "A" is included, fill in blanks appearing in paragraph (d) (2) thereof as prescribed in regulations.

A. *Termination at the option of the Government.* (Insert § 803.324 (7)).

B. *Renegotiation.* (Insert article in § 803.342 (a).)

§ 813.1317d *W. D. Contract Form No. 5; short form*—(a) *Explanatory notes.* (1) W. D. Contract Form No. 5 is available for optional use by the technical services (including the service commands) for procuring any supplies or services, regardless of the number or period of deliveries or of the number of payments involved, where;

(i) The amount of the purchase does not exceed $1,000,000; and

(ii) No special contract form is available and suitable for the particular type of procurement; and

(iii) No special contract provisions are required, the inclusion of which in the particular case would unduly complicate the form.

(2) Each technical service will insert, under "Special Provisions" appearing on the reverse side of the first sheet, appropriate clauses covering "Methods of Presenting Invoices or Vouchers" and "Methods of Packing, Shipping and Marking," and such other clauses as may be necessary or advisable (for example, the clause on subcontracting, § 803.367, and patents clauses, § 803.335 et seq.).

(b) *Contract forms.*

W. D. Contract Form No. 5.

WAR DEPARTMENT

INFORMAL INVITATION, INFORMAL BID, AND ACCEPTANCE

Date..........

W. D. establishment, office or station, and address:
....

Contract No. (If any) W..........

Order No. ....
These numbers must appear on all packages and papers relating to this order.

Invitation No..........

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the following allotments, the available balances of which are sufficient to cover the cost thereof:

This contract is authorized by and negotiated under the First War Powers Act, 1941 (Public 354, 77th Cong.), and Executive Order No. 9001 (Dec. 27, 1941).

For methods of presenting invoices or vouchers, see Special Provision 1.

Payment will be made by Finance Officer, U. S. Army at..........

INFORMAL INVITATION

Sealed informal bids, in ...., subject to the terms specified on both sides of this page and on the continuation sheets numbered ...... to ...... inclusive, attached hereto, will be received at this office until .... o'clock, ... m., ..., 194..., for furnishing the supplies or services listed, including delivery f. o. b. ....

Each sheet must show the name of the bidder.

(Insert the clause in § 803.366)

Methods of packing, marking and shipping shall be as provided herein except as otherwise directed by the Contracting Officer.

Inspection points: ....

Ship to: ....

Schedule of deliveries: ....

Item No.	Supplies or services	Quantity	Unit	Unit price	Amount
	Total..........				

UNITED STATES OF AMERICA,
By ....
Contracting Officer
Title ....

INFORMAL BID

Date ....

In compliance with the above informal invitation for bids, and subject to all the conditions thereof, the undersigned offers, and agrees, if this bid be accepted within .... calendar days from the date of the opening, to furnish any or all of the items upon which the undersigned has quoted prices, at the price set opposite each item. It is understood that the Government reserves the right to reject any and all bids regardless of whether the same constitute the lowest bids.

Bidder .... Address ....
By ....
Title ....
authorized to make this bid.

ACCEPTANCE BY GOVERNMENT

Accepted as to items numbered:

Date ....
UNITED STATES OF AMERICA,
By ....
Contracting Officer
Title ....

[Reverse side of W. D. Contract Form No. 5]

This is the same as reverse side of Purchase Order, W. D. Contract Form No. 18 (see § 813.1317b).

[Continuation Sheet for W. D. Contract Form No. 5]

This is the same as continuation sheet for Purchase Order, W. D. Contract Form No. 18 (see § 813.1317b).

[Sheet to be added when applicable]

This is the same as the added sheet for Purchase Order, W. D. Contract Form No. 18 (see § 813.1317b).

§ 813.131e *W. D. Contract Form No. 19.*

WAR DEPARTMENT
DELIVERY ORDER

Date _____ Delivery Order No. _____
W.D. establishment, office or station, and address: _____ This delivery order applies to the following basic purchase agreement: _____
Contract (or purchase order) No. _____

To: _____
Address: _____
Factory Address: _____

For methods of presenting invoices or vouchers, see basic purchase agreement.
Payment will be made by Finance Officer, U. S. Army at _____

Ship to: _____

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the following allotments, the available balances of which are sufficient to cover the cost thereof:

Schedule of deliveries: _____

Please furnish the following on the terms specified in the basic purchase agreement identified above, including delivery, f.o.b. _____
Methods of packing, marking and shipping shall be as provided in the basic purchase agreement, except as otherwise directed by the Contracting Officer.
Inspection points: _____

Item No.	Supplies or services	Quantity	Unit	Unit price	Amount
	Total				

Contractor is requested to acknowledge receipt of this Delivery Order to the issuing office.

UNITED STATES OF AMERICA,
By _____
Contracting Officer
Title _____

§ 803.1317f *W. D. Contract Form No. 6; short form*—(a) *Explanatory notes.* (1) W. D. Contract Form No. 6 is available for optional use by the technical services (including the service commands) for procuring any supplies or services, regardless of the number or period of deliveries or of the number of payments involved, where:

(i) The amount of the purchase does not exceed $1,000,000; and

(ii) No special contract form is available and suitable for the particular type of procurement; and

(iii) No special contract provisions are required, the inclusion of which in the particular case would unduly complicate the form.

(2) Each technical service will insert, under "Special Provisions" appearing on the reverse side of the first sheet, appropriate clauses covering "Methods of Presenting Invoices or Vouchers" and "Methods of Packing, Shipping and Marking," and such other clauses as may be necessary or advisable (for example, the clause on subcontracting, § 803.367, and patents clauses, § 803.335 et seq.).

(b) *Contract form. W. D. Contract Form No. 6.*

WAR DEPARTMENT
CONTRACTOR'S OFFER AND GOVERNMENT'S ACCEPTANCE

W. D. establishment, office or station and address: _____
Contract No. (if any) W _____
Order No. _____
These numbers must appear on all packages and papers relating to this order.

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the following allotments, the available balances of which are sufficient to cover the cost thereof:

This contract is authorized by and negotiated under the First War Powers Act, 1941 (Public 354, 77th Cong.), and Executive Order No. 9001 (Dec. 27, 1941).

For methods of presenting invoices or vouchers see Special Provision 1.
Payment will be made by Finance Officer U. S. Army at _____

CONTRACTOR'S OFFER

Date _____

Confirming negotiations, the undersigned offers to furnish any or all of the following on the terms specified on both sides of this page and on the continuation sheets numbered _____ to _____ inclusive, attached hereto, including delivery f. o. b. _____
Government's acceptance must be received within _____ days from the date shown above.
Methods of PACKING, MARKING and SHIPPING shall be as provided herein except as otherwise directed by the Contracting Officer.
Inspection points: _____
Ship to: _____
Schedule of deliveries: _____

Item No.	Supplies or services	Quantity	Unit	Unit price	Amount
	Total				

Contractor _____ Address _____
By _____
Title _____
(authorized to make this offer)

ACCEPTANCE BY GOVERNMENT

Accepted as to items numbered: _____ Date _____

UNITED STATES OF AMERICA,
By _____
Title _____
Contracting Officer

[Reverse side of W. D. Contract Form No. 6]

This is the same as reverse side of Purchase Order, W. D. Contract Form No. 18 (see § 813.1317b).

[Continuation Sheet for W. D. Contract Form No. 6]

This is the same as continuation sheet for Purchase Order, W. D. Contract Form No. 18 (see § 813.1317b).

[Sheet to be added when applicable]

This is the same as the added sheet for Purchase Order, W. D. Contract Form No. 18 (see § 813.1317b).

§ 813.1320 *W. D. Contract Form No. 20.*

WAR DEPARTMENT

Supplemental Contract to Contract No. ____ and Contract No. ____, etc.

(Name of technical service)

Whereas, under date of _____ (Insert date of original contract) a contract numbered _____ (Insert number of original contract), was entered into between the United States of America by _____ (Insert name, rank, and branch of Contracting Officer) U. S. Army, as Contracting Officer, acting by authority of the Secretary of War, hereinafter referred to as the Government, and _____ (Insert name of contractor) a corporation organized and existing under the laws of the State of _____ hereinafter referred to as the Contractor, providing for the construction of _____ (the furnishing of _____) (Insert number of units for amount of equipment purchased) by the Contractor, and

Whereas, it is provided by Section 201, Title II of Public Act No. 354, 77th Congress, approved December 18, 1941, that the President may authorize any department or agency of the Government exercising functions in connection with the prosecution of the war effort to enter into contracts and to make advance, progress, and other payments thereon, whenever he deems such action would facilitate the prosecution of the war; and

Whereas, by Executive Order 9001 issued December 27, 1941, the President has authorized the War Department to make such advance payments; and

Whereas the making of advance payments to the Contractor is deemed necessary by the War Department to facilitate the prosecution of the war.

Now therefore, this supplemental contract is entered into this _____ day of _____, 194_, between the Government and the Contractor, said parties agreeing to and with each other as follows:

ARTICLE 1. At any time and from time to time, after the approval of this supplemental contract, at the request of the Contractor and subject to the approval of the _____ or his duly authorized representative, or of the authorized representative, as to the present person to whom authority has been delegated to make advance payments, as to the present time in such special account or accounts shall advance to the Contractor sums not to exceed _____ (Insert amount of advance payments) or _____ per cent (_____%) of the principal contract price (or principal contract price, as it (they) may be amended, approximately), as it (they) may be amended, whichever shall be the smaller, amended, whichever shall be the smaller. On the unliquidated balance of the advance payments outstanding, the Contractor agrees to pay interest at the rate of two and one-half percent (2½%) per annum to be computed in accordance with the provisions of Article 6 hereof.

ART. 2. As a condition precedent to the making of any advance payment or payments as hereinbefore provided, the Contractor shall furnish the Government with adequate security as the Under Secretary of War or the person to whom Under Secretary has been delegated to make advance payments shall prescribe: *Provided*, That, if other security is not prescribed, the terms of this supplemental contract shall be considered adequate security for such advance payments; and *Provided further*, That if at any time the Under Secretary of War deems the security furnished by the Contractor inadequate, the Contractor shall furnish such additional security as shall be satisfactory to the Under Secretary of War.

ART. 3. Until all advance payments hereunder are liquidated, all funds received as advance payments under this supplemental contract together with _____ (Insert percent to be deposited which shall be not less than 85%) percent (_____%) of all other cash payments under the principal contract (or principal contracts), shall be deposited in a special bank account, or accounts at a member bank or banks of the Federal Reserve System, or any insured bank within the meaning of the Federal Deposit Insurance Act creating the Federal Deposit Insurance Corporation (Act of August 23, 1935; 49 Stat. 684, as amended; 12 U. S. C. 264), separate from the Contractor's general or other bank accounts. Such special bank account or accounts shall be so designated as to indicate clearly to the bank their special character and purpose. And the balance in such account or accounts shall be used by the Contractor exclusively as a revolving fund for carrying out the purposes of the principal contract (or principal contracts), (including reimbursement to the Contractor for any reasonable amounts expended by him for such purposes), and any amendments thereto, and not for the other business of the Contractor: *Provided*: That it is understood that all funds deposited in the said special account hereunder may be used by the Contractor for the purposes of either or all of the principal contracts without regard to the origin of such payments; and: *Provided*: That for the purpose of determining proper disposition of funds hereunder such of the Contractor's costs as may not be directly allocable to the principal contract (or principal contracts), as it (or they) may be amended, may be charged against funds deposited in the special account in that proportion which the amount of the work being done under the principal contract (or principal contracts), as it (they) may be amended, approximately bears to the total amount of work being performed by the Contractor, out of which such costs also arise, but within the period to which such costs relate. When required by the _____ (Chief of technical service) or his duly authorized representative, or by other person to whom authority to make advance payments has been delegated, withdrawals from special account or accounts shall be made subject to the prior written approval of the Contracting Officer or his duly authorized representative. Any balances from time to time in such special account or accounts shall secure the repayment of the advances in connection with which the special account or accounts are opened, and the Government shall have a lien upon such balances to secure the repayment of such advances, which lien shall be superior to any lien of the bank, or any other person, upon such account or accounts by virtue of assignment to it or otherwise: *Provided*: That the bank shall be under no liability to any party hereto for the withdrawal of any funds from said special account upon checks, properly endorsed and signed by the Contractor, except that after the receipt by the bank of written directions from the _____ (Chief of technical service) or his duly authorized representative, the bank shall act thereon and be under no liability to any party hereto for any action taken in accordance with the said written directions. Any instructions or written directions received by the bank through the Contracting Officer upon War Department stationery and purporting to be signed by, or by the direction of, the _____ (Chief of technical service) or his duly authorized representative, shall, insofar as the rights, duties, and liabilities of the bank are concerned, be conclusively deemed to have been properly issued and filed with the bank by the _____ (Chief of technical service) or his duly authorized representative.

ART. 4. If, upon completion of the principal contract (or of any of the principal contracts), or upon the termination thereof for other than the fault of the Contractor, the advance payments made to the contractor in respect of such contract have not been fully liquidated in the manner herein provided, the unliquidated balance of such advance payments shall be deducted from any payments otherwise due the Contractor in respect of such contract; and if the sum so owing due the Contractor be insufficient to cover such balance, the deficiency shall be paid by the Contractor in cash forthwith after demand and final audit by the Government of all accounts hereunder in respect of such contract: *Provided, however*, That in the event of such termination for the fault of the Contractor for other than the fault of the Contractor, such deduction shall not be made prior to final audit unless, and only to the extent that, the Contracting Officer or his duly authorized representative shall determine that such action is reasonably required in order to secure the eventual repayment in full to the Government of such unpaid advance payments. In the event of cancellation or termination of the principal contract (or of any of the principal contracts) because of the fault of the Contractor, the Contractor agrees to pay interest at the rate of two and one-half percent (2½%) per annum, upon demand, without set-off of any unliquidated balance of any advance payment. Furthermore, if, in the opinion of the _____ (Chief of technical service) or his duly authorized representative, the unobligated balance of the advance payments made by the Government under Article 1 hereof exceeds the amount necessary for the current needs of the Contractor, as determined by the _____ (Chief of technical service) or his duly authorized representative the amount of such excess shall, upon demand by the _____ (Chief of technical service) or his duly authorized representative, be promptly returned to the Government and will be credited against the balance due the Government on advances previously made. If the demand made in any event set forth in this Article is not met upon receipt or such demand by the Contractor, the amount demanded will bear interest at the rate of six percent (6%) rather than two and one-half percent (2½%) per annum from the date of the receipt of the demand until payment is made: *Provided, however*, That such additional interest over and above the regular two and one-half percent is hereby waived as to any sums paid by the Contractor within 15 days after the amount becomes due hereunder.

ART. 5. Except as otherwise provided herein, liquidation of the principal of any advance payment or advance payments made to the Contractor hereunder shall be made by deductions of _____ percent (_____%) from any and all payments made by the Government under the terms of the principal contract (or principal contracts) or by means of direct repayments by the Contractor from his own free funds or from the special account or accounts: *Provided*: That if at any time, as a result of amendments to the principal contract (or principal contracts) or otherwise, the unliquidated balance of the principal of advance payments made exceeds _____ percent (_____%) of the balance of the total contract price then unpaid, the amount of such excess which has not then been expended or obligated shall upon demand of the _____ (Chief of technical service) or his duly authorized representative be promptly returned to the Government by withdrawal from the special account or accounts or otherwise, and that portion of the excess which has been expended or obligated may, at the option of the Contractor, be so returned and if not so returned, shall, together with any unexpended or unobligated portion of the excess not otherwise returned to the Government, be deducted from any and all payments to be made by the Government under the principal contract (or principal contracts): *Provided further*, That if and when the Contractor has, by means of deductions or otherwise, reimbursed the Government in full for payments of money remaining in the special bank account or accounts shall be free and clear of any lien hereunder and the bank or banks concerned shall have authority to pay same to the Contractor and shall thereupon be relieved of any further obligation to the Government on account thereof.

ART. 6. On the unliquidated balance of the advance payments outstanding, the Contractor agrees to pay interest at the rate of two and one-half percent (2½%) per annum. Such interest shall be computed at the end of each calendar month on the average daily balance of the principal of the unliquidated advance payments outstanding. In determining such balance, charges on account of the advance payments to the Contractor hereunder shall be made as of the dates of the checks therefor; credits arising from deductions from payments to the Contractor under

[1] This proviso to be used where agreement is supplemental to two or more contracts.

the principal contract or principal contracts shall be made, upon the issue of the check for such payment, as of the dates of shipment as indicated on the Contractor's invoice and/or Government Receiving Report, and credits arising from cash repayments to the Government by the Contractor shall be made as of the dates the checks therefor are received by the disbursing officer. As soon as such monthly computations shall have been made, the interest so determined shall be deducted from the payments otherwise due the Contractor under this contract, *Provided, however,* That in no event shall deductions on account of interest exceed five percent (5%) of the gross payment due the Contractor prior to any deduction under this Article or Article 5 or any other provisions of this contract. In the event the accrued interest exceeds such five percent, the excess of such interest shall be carried forward and deducted from subsequent payments. The interest shall not be compounded, and shall, subject to the provisions of Article 4 hereof, cease to accrue upon the termination of the contract for other than the fault of the Contractor, or upon the date found by the Contracting Officer to be the date upon which the Contractor completed his performance under the contract.

ART. 7. The Contractor shall, at all times, afford to the Contracting Officer, or his duly authorized representative, proper facilities for the inspection and audit of the Contractor's accounts, and the Contractor hereby agrees that the Contracting Officer, or his duly authorized representative, shall have the right, so far as the Contractor's rights are concerned, during business hours, to inspect and make copies of any entries in the books and records of the bank or banks relating to the said special account or accounts.

ART. 8. Subject to the approval of the Contracting Officer or his duly authorized representative the Contractor may make payments to subcontractors and materialmen in advance out of the special account, for labor or services, or to pay for materials in advance of delivery at the site of the work or at an approved storage site. Such subadvances shall not exceed _____ percent (____%) of the subcontract price and the subcontractor or materialmen to whom such advances are made shall furnish adequate security therefor. Unless other security is furnished, covenants in subcontracts, expressly made for the benefit of the Government, providing for a subspecial account with Government lien thereon and for a Government lien on property, tangible or intangible, purchased from the special account, and imposing upon the subcontractor substantially the same duties and giving the Government substantially the same rights as are provided herein between the Government and the Contractor, have been prescribed by the Under Secretary of War as minimum adequate security for such subadvances.

ART. 9. If no surety bond is furnished as part of the security under Article 2 hereof, then, upon receipt of items or materials paid for from such special account or accounts, such items or materials shall be segregated and the Government shall have a lien on such items or materials until the advance payment or payments have been fully liquidated, or until the item or items and/or materials concerned have become the property of the Government as the result of partial payments, or otherwise; *Provided,* That, if segregation in any instance be impracticable and the items or materials concerned are consequently intermingled with other property of the Contractor then and in that event the lien above provided for in favor of the Government shall extend to the intermingled mass to the amount represented by the value of the items or materials involved; and, without limiting the generality of the foregoing, such lien shall continue as follows: (a) in case the contract covers construction, until such items or materials are incorporated into the building, and thereafter on the building in the construction of which the items or materials are incorporated; (b) in the case of items or materials comprising facilities, on such facilities, both before and after their installation in the plant; and (c) in the case of articles contracted for, until the items or materials so paid for are fabricated into such articles, and thereafter on the articles until accepted by the Government [; and the Government shall hereby likewise have an effective assignment of a security interest in all intangible property purchased, or otherwise acquired with funds from said special account][1] If at any time during the progress of the work under the principal contract (or principal contracts) it becomes necessary to deliver any item or items and/or materials upon which the Government has a lien as aforesaid to a third person, the Contractor shall notify such third person of the lien herein provided and shall obtain from such third person a receipt, in duplicate, acknowledging, inter alia, the existence of such lien. A copy of each receipt shall be delivered by the Contractor to the Contracting Officer.

ART. 10. Any assignment of moneys due or to become due under the principal contract (or principal contracts) shall be subordinate to the rights or claims of the Government arising under the principal contract (or principal contracts) or any amendment thereto by virtue of any advance payments authorized herein or otherwise: *Provided,* That, if at any time any claim arising under the principal contract (or principal contracts) is assigned or purportedly assigned in any manner inconsistent with the said rights of the Government, the _____ or his duly authorized representative shall have the right to suspend further advance payments without notice.

(Chief of supply service)

ART. 11. Except as hereby amended, all the terms and conditions of the contract (or contracts) affected shall remain unmodified and in full force and effect and shall also apply in carrying out the provisions of this agreement.

In witness whereof, the parties hereto have executed this supplemental contract on the day and year first above written.

THE UNITED STATES OF AMERICA,
By _____
_____
(Official Title)
_____
(Contractor)
By _____
_____
(Business Address)
Two Witnesses:
_____
_____
(Address)
_____
_____
(Address)

I _____, certify that I am the Secretary of the corporation named as Contractor herein; that _____ who signed this supplemental contract on behalf of the Contractor was then _____ of said corporation; that said supplemental contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

In witness whereof, I have hereunto affixed my hand and the seal of said corporation this _____ day of _____, 19____.

[CORPORATE SEAL] _____
(Secretary)

I hereby certify that, to the best of my knowledge and belief, based upon observation and inquiry, _____, who signed this supplemental contract for _____ had authority to execute the same, and is the individual who signs similar contracts on behalf of this corporation with the public generally.

_____
(Contracting Officer)

§ 813.1321 *W. D. Contract Form No. 21.*

WAR DEPARTMENT

Supplement Contract to Contract No. ____
_____
(Name of technical service)

Whereas, under date of _____
(Insert date of _____, a contract numbered original contract)
_____ was entered into between the United States of America by _____
(Insert number of original contract)
(Insert name, rank, and branch _____
of contracting officer)
U. S. Army, as Contracting Officer, acting by authority of the Secretary of War, hereinafter referred to as the Government, and _____,
(Insert name of Contractor)
a corporation organized and existing under the laws of the State of _____; hereinafter referred to as the Contractor, providing for the construction of _____ (the furnishing of _____
(Insert number of units or _____
amount of equipment purchased)
by the Contractor, and

Whereas, it is provided by Section 201, Title II of Public Act No. 354, 77th Congress, approved December 18, 1941, that the President may authorize any department or agency of the Government exercising functions in connection with the prosecution of the war effort to enter into contracts and to make advance, progress, and other payments thereon whenever he deems such action would facilitate the prosecution of the war; and

Whereas, by Executive Order 9001, issued December 27, 1941, the President has authorized the War Department to make such advance payments; and

Whereas, the making of advance payments to the Contractor is deemed necessary by the War Department to facilitate the prosecution of the war,

Now, therefore, this supplemental contract is entered into this _____ day of _____, 194__, by the Government and the Contractor, said parties agreeing to and with each other as follows:

ART. 1. At any time and from time to time after the execution of this supplemental contract, the Government at the request of the Contractor and subject to the approval of the _____ or his duly au-
(Chief of technical service)
thorized representative, or the person to whom authority to make advance payments has been delegated, as to the present need therefor shall advance to the Contractor sums not to exceed _____ per centum (_____%) of the estimated cost of the principal contract (exclusive of the Contractor's fixed fee), as it may be amended from time to time. On the unliquidated balance of the advance payments outstanding, the Contractor agrees to pay interest at the rate of two and one-half percent (2½%) per annum to be computed in accordance with the provisions of Article 6 hereof.

ART. 2. As a condition precedent to the making of any advance payment or payments as hereinbefore provided, the Contractor shall furnish the Government with such adequate security as the Under Secretary of War or the person to whom authority has been delegated to make advance payments shall prescribe: *Provided,* That, if other security is not prescribed, the terms of this supplemental contract shall be considered adequate security for such advance payments; and *Provided further:* That if at any time the Under Secretary of War deems the security furnished by the Contractor inadequate, the Contractor shall furnish such additional security as shall be satisfactory to the Under Secretary of War.

ART. 3. Until all advance payments hereunder are liquidated, all funds received as advance payments under this supplemental contract together with all funds received as reimbursements for the cost of the work under Article _____ of the principal contract, exclusive of the Contractor's fixed fee, shall be deposited in a special bank account or accounts as a member bank or banks of the Federal Reserve System or any "insured" bank within the meaning of the Act creating the Federal Deposit Insurance Corporation (Act of August 23, 1935; 49 Stat. 684, as amended; 12 U. S. C. 264) separate from the Contractor's general or other funds. Such special bank account or accounts shall be so designated as to indicate clearly to the bank their special character and purpose, and the balance in such account or accounts shall be used by the Contractor exclusively as a revolving fund for carrying out the purposes of the principal contract and any amendments thereto, and not for other business of the Contractor. Any balances from time to time in such special account or accounts shall at all times secure the repayment of the advances in connection with which the special account or accounts are opened, and the Government shall have a lien upon such balances to secure the repayment of such advances, which lien shall be superior to any lien of the bank or any other person upon such account or accounts by virtue of assignment to it of such contract or otherwise; *Provided:* That the bank shall be under no liability to any party hereto for the withdrawal of any funds from said special account upon checks properly endorsed and signed by the Contractor, except that after the receipt by the bank of written directions from the _____ or his
(Chief of technical service)
duly authorized representative, the bank shall act thereon and be under no liability to any party hereto for any action taken in accordance with the said written directions. Any instructions or written directions received by the bank through the Contracting Officer upon War Department stationery and purporting to be signed by, or by the direction of, the _____ or his
(Chief of technical service)
duly authorized representative, shall, insofar as the rights, duties, and liabilities of the bank are concerned, be conclusively deemed to have been properly issued and filed with the bank by the _____
(Chief of technical service)
or his duly authorized representative.

ART. 4. It is agreed that the aggregate of the advance payments outstanding under this supplemental contract, together with funds received as reimbursement for the cost of the work by the Contractor under Article _____ of the principal contract shall, at no time, exceed the total estimated cost of the work under the principal contract as it may be revised from time to time, and any such excess shall be immediately repaid by the Contractor to the Government or if any reimbursement is due from the Government to the Contractor, shall be deducted therefrom: *Provided, however,* That if the total cost of the work under the principal contract shall be in excess of the amount so paid to the Contractor, shall be deducted therefrom: the Government upon presentation of satisfactory evidence shall currently and promptly reimburse the Contractor to the extent of such excess cost (subject to any delay in the availability of appropriated funds).

ART. 5. If, upon completion of the principal contract, or upon the termination thereof for other than the fault of the Contractor, the advance payments made to the Contractor in respect of such contract have not been fully liquidated in the manner herein provided, the unliquidated balance of such advance payments shall be deducted from any payments otherwise due the Contractor in respect of such contract; and if the sum or sums due the Contractor be insufficient to cover such balance, the deficiency shall be paid by the Contractor in cash forthwith after demand and final audit by the Government of all accounts hereunder in respect of such contract: *Provided, however,* That in the event of such termination of the contract for other than the fault of the Contractor, such deduction shall not be made prior to final audit unless, and only to the extent that, the Contracting Officer or his duly authorized representative shall determine that such action is reasonably required in order to secure the eventual repayment in full to the Government of such unliquidated advance payments. In the event of cancellation or termination of the principal contract because of the fault of the Contractor, the Contractor, notwithstanding any ultimate rights to be reimbursed, agrees to return to the Government upon demand, without setoff of any sums alleged to be due the Contractor, the unliquidated balance of any advance payment. Furthermore, if, in the opinion of the _____ or his
(Chief of technical service)
duly authorized representative, the unobligated balance of the advance payments made by the Government under Article 1 hereof exceeds the amount necessary for the current needs of the Contractor, as determined by the _____ or his
(Chief of technical service)
duly authorized representative, the amount of such excess shall, upon demand by the _____ or his duly
(Chief of technical service)
authorized representative, be promptly returned to the Government and will be credited against the balance due the Government on advances previously made. If the demand made in any event set forth in this Article is not met upon receipt of such demand by the Contractor, the amount demanded will bear interest at the rate of six percent (6%) rather than two and one-half percent (2½%) per annum from the date of the receipt of the demand until payment is made: *Provided, however,* That such additional interest over and above the regular two and one-half percent is hereby waived as to any sums paid by the Contractor within 15 days after the amount becomes due hereunder. If and when the Contractor has, by means of deductions or otherwise, reimbursed the Government in full for payments made, any money remaining in the special bank account or accounts shall be free and clear of any lien hereunder, and the bank or banks concerned shall have authority to pay same to the Contractor and shall thereupon be relieved of any further obligation to the Government on account thereof.

ART. 6. On the unliquidated balance of the advance payments outstanding, the Contractor agrees to pay interest at the rate of two and one-half percent (2½%) per annum. Such interest shall be computed at the end of each calendar month on the average daily balance of the principal of the unliquidated advance payments outstanding. In determining such balance, charges on account of the advance payments to the Contractor hereunder shall be made as of the dates of the checks therefor; credits resulting from disbursements made by the Contractor which are applied against advance payments shall be made upon the approval of the vouchers therefor by the disbursing officer, as of the dates respectively upon which the contractor presents to the contracting officer or his duly authorized representative full and accurate data for the preparation of each such voucher which date shall, as to each such voucher, be certified by the contracting officer or his duly authorized representative on the face thereof; and credits arising from cash repayments to the Government by the Contractor shall be made as of the dates the checks therefor are received by the disbursing officer. As soon as such monthly computations shall have been made, the interest charge so determined shall be deducted from any payments on account of the fixed fee which may be made to the Contractor from time to time under this contract. In the event the accrued interest exceeds any such payment, the excess of such interest shall be carried forward and deducted from subsequent payments on account of the fixed fee. The interest shall not be compounded, and shall, subject to the provisions of Article 5 hereof, cease to accrue upon the termination of the contract for other than the fault of the Contractor, or upon the date found by the Contracting Officer to be the date upon which the Contractor completed his performance under the contract.

ART. 7. The Contractor shall, at all times, afford to the Contracting Officer, or his duly authorized representative, proper facilities for the inspection and audit of the Contractor's accounts, and the Contractor hereby agrees that the Contracting Officer, or his duly authorized representative, shall have the right so far as the Contractor's rights are concerned, during business hours, to inspect and make copies of any entries in the books and records of the bank or banks relating to the said special account of accounts.

ART. 8. Subject to the approval of the Contracting Officer or his duly authorized representative the Contractor may make payments to subcontractors and materialmen in advance out of the special account, for labor or services, or to pay for materials in advance of delivery at the site of the work or at an approved storage site. Such subadvances shall not exceed _____ percent (_____%) of the subcontract price or estimated cost, as the case may be, and the subcontractor or materialmen to whom such advances are made shall furnish adequate security therefor. Unless other security is furnished, covenants in subcontracts, expressly made for the benefit of the Government, providing for a subspecial account with Government lien thereon and for a Government lien on or title to property, tangible or intangible, purchased from the special account, and imposing upon the subcontractor substantially the same duties and giving the Government substantially the same rights as are provided herein between the Government and the Contractor, have been prescribed by the Under Secretary of War as minimum adequate security for such subadvances.

ART. 9. Any assignment of moneys due or to become due under this contract shall be subordinate to the rights or claims of the Government arising under this contract or any amendment thereto by virtue of any advance payments authorized herein or otherwise: *Provided,* That, if at any time any claim arising under this contract is assigned or purportedly assigned in any manner inconsistent with the said rights of the Government, the _____ or his duly authorized representative shall have the right to suspend further advance payments without notice.

ART. 10. Except as hereby amended, all the terms and conditions of the contract affected shall remain unmodified and in full force and effect and shall also apply in carrying out the provisions of this supplemental agreement.

[1] The bracketed provision may be inserted in the case of experimental contracts or other cases where deemed especially appropriate.

In witness whereof, the parties hereto have executed this supplemental contract on the day and year first above written.

THE UNITED STATES OF AMERICA

By _____

_____

(Official Title)

_____

(Contractor)

By _____

_____

(Business Address)

Two Witnesses:

_____

_____

(Addresses)

_____

_____

(Addresses)

I _____, certify that I am the Secretary of the corporation named as Contractor herein; that _____ who signed this supplemental contract on behalf of the Contractor was then _____ of said corporation; that said supplemental contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

In witness whereof, I have hereunto affixed my hand and the seal of said corporation this _____ day of _____, 19____.

(Corporate Seal) _____

(Secretary)

I hereby certify that, to the best of my knowledge and belief, based upon observation and inquiry, _____, who signed this supplemental contract for _____ had authority to execute the same, and is the individual who signs similar contracts on behalf of this corporation with the public generally.

_____

(Contracting Officer)

§ 813.1322 *W. D. Contract Form No. 22.*

WAR DEPARTMENT

Supplemental Contract to Letter Purchase Order No. _____

(Name of service)

Whereas, under date of _____

(Insert date of _____, a letter purchase order, purchase order)

numbered _____, was

(Insert number of purchase order)

entered into between the United States of America by _____

(Insert name, rank and branch of _____, U. S. Army, as Contracting Officer)

Contracting Officer, acting by authority of the Secretary of War, hereinafter referred to as the Government and _____,

(Insert name of Contractor)

(hereinafter called the Contractor), a corporation organized and existing under the laws of the state of _____, providing for the construction of _____ (the furnishing of _____

(Insert number of _____ by the units or amount of equipment purchased) Contractor, and

Whereas, it is provided by Section 201, Title II of Public Act No. 354, 77th Congress, approved December 18, 1941, that the President may authorize any department or agency of the Government exercising functions in connection with the prosecution of the war effort to enter into contracts and to make advance, progress and other payments thereon, whenever he deems such action would facilitate the prosecution of the war; and

Whereas, by Executive Order 9001, issued December 27, 1941, the President has authorized the War Department to make such advance payments; and

Whereas, the making of advance payments to the Contractor is deemed necessary by the War Department to facilitate the prosecution of the war,

Now, therefore, this supplemental contract is entered into this _____ day of _____, 194__, by the Government and the Contractor, said parties agreeing to and with each other as follows:

ARTICLE 1. At any time and from time to time after the approval of this supplemental contract, the Government at the request of the Contractor and subject to the approval of the _____

(Chief of supply service)

or his duly authorized representative, or of the person to whom authority has been delegates to make advance payments, as to the present need therefor, shall advance to the Contractor sums not to exceed _____ percent (_____%) of that amount authorized for expenditure or obligation under Paragraph 2 of such Letter Purchase Order as such amount may be modified or changed from time to time. On the unliquidated balance of advance payments outstanding, the Contractor agrees to pay interest at the rate of two and one-half percent (2½%) per annum to be computed in accordance with the provisions of Article 6 hereof.

ART. 2. As a condition precedent to the making of any advance payment or payments as hereinbefore provided, the Contractor shall furnish the Government with such adequate security as the Under Secretary of War, or the person to whom authority has been delegated to make advance payments, shall prescribe; *Provided:* That, if other security is not prescribed, the terms of this supplemental contract shall be considered adequate security for such advance payments, and *Provided further:* That if at any time the Under Secretary of War deems the security furnished by the Contractor inadequate, the Contractor shall furnish such additional security as shall be satisfactory to the Under Secretary of War.

ART. 3. Until all advance payments hereunder are liquidated, all funds received as advance payments under this contract shall be deposited in a special bank account or accounts at a member bank or banks of the Federal Reserve System, or any "insured" bank within the meaning of the Act creating the Federal Deposit Insurance Corporation (Act of August 23, 1935; 49 Stat. 684 as amended; 12 U. S. C. 264), separate from the Contractor's general or other funds. It is not contemplated that any reimbursement shall be made under the Letter Purchase Order until the more formal contract contemplated by Paragraph 2 of the Letter Purchase Order is entered into, or such Letter Purchase Order is terminated by reason of default of the Contractor, or failure to enter into such more formal contract. Such special bank account or accounts shall be so designated as to indicate clearly to the bank their special character and purpose, and the balance in such account or accounts shall be used by the Contractor exclusively as a fund for carrying out the purposes of the Letter Purchase Order and any amendments, revisions or changes thereto and not for other business of the Contractor. Withdrawals from such special bank account or accounts shall be subject to the prior written approval of the Contracting Officer unless he shall otherwise direct. Any balances from time to time in such special account or accounts shall at all times secure the repayment of the advances and all interests which may accrue thereon, in connection with which the special account or accounts are opened, and the Government shall have a lien upon such balances to secure the repayment of such advances and the payment of all interest which may accrue thereon which lien shall be superior to any lien of the bank or any other person upon such account or accounts by virtue of assignment to it of such contract or otherwise: *Provided*, That the bank shall be under no liability to any party hereto for the withdrawal of any funds from said special account upon checks, properly endorsed and signed by the Contractor, except that after the receipt by the bank of written directions from the _____

(Chief of supply service)

or his duly authorized representative, or the Contracting Officer or his duly authorized representative, the bank shall act thereon and be under no liability to any party hereto for any action taken in accordance with the said written directions. Any instructions or written directions received by the bank through the Contracting Officer upon War Department stationery and purporting to be signed by, or by the direction of the _____ (Chief _____ or his duly authorized representative, shall, insofar as the rights, duties, and liabilities of the bank are concerned, be conclusively deemed to have been properly issued and filed with the bank by the _____ or

(Chief of supply service)

his duly authorized representative.

ART. 4. At such time as the more formal contract contemplated by Paragraph 2 of the Letter Purchase Order is entered into, a provision will be made for advance payments not to exceed that percentage of the contract price agreed upon under such more formal contract as shall be deemed necessary by the Contracting Officer in order to provide the Contractor with adequate working capital to carry on the work contemplated by the Letter Purchase Order, as it may be modified or changed; *Provided:* That it is agreed that the Contractor shall continue to pay interest under the provisions of such more formal contract at the rate of two and one-half percent (2½%) per annum on the unliquidated balance of advance payments outstanding, computed in accordance with existing regulations, and *Provided:* That if such percentage should exceed fifty percent (50%) of such contract price, or such contract price should exceed five million dollars ($5,000,000.00) the contract shall be subject to the approval of higher authority in accordance with existing regulations of the War Department, and *Provided:* That the terms of such advance payment agreement shall be strictly in accordance with standard provisions now authorized under existing regulations. Such provisions shall treat such advances as may be made hereunder as though they were made pursuant to such more formal contract and shall provide for the liquidation of advances made hereunder accordingly.

ART. 5. If upon termination of the Letter Purchase Order for other than the fault of the Contractor, the advance payments made to the Contractor and all interest which may have accrued thereon in respect of such contract have not been fully liquidated in the manner herein provided, the unliquidated balance of such payments and accrued interest shall be deducted from any payments otherwise due the Contractor in respect of such contract; and if the sum or sums due the Contractor be insufficient to cover such balance, the deficiency shall be paid by the Contractor in cash forthwith after demand and final audit by the Government of all accounts hereunder in respect of such contract; provided, however, that in the event of such termination of the contract for other than the fault of the contractor, such deduction shall not be made prior to final audit unless, and only to the extent that, the Contracting Officer or his duly authorized representative shall determine that such action is reasonably required in order to secure the eventual repayment in full to the Government of such unliquidated advance payments. In the event of cancellation or termination of the principal contract because of the fault of the Contractor, or its termination due to failure to enter into the more formal contract contemplated by Paragraph 2 of the Letter Purchase Order, the Contractor notwithstanding any ultimate rights to be reimbursed, agrees to return to the Government, upon demand, without set-off of any sums alleged to be due the Contractor, the unliquidated balance of any advance payments and any interest which may have accrued thereon; *Provided:* That the Contractor may retain in the account an amount sufficient to meet the outstanding obligations incurred by it in good faith pursuant to authorization by the Contracting Officer under Paragraph 2 of the Letter Purchase Order until assumption and discharge of such obligations by the Government or final disallowance thereof. Furthermore, if, in the opinion of the _____ or his duly

(Chief of supply service)

authorized representative the unobligated balance of the advance payments made by the Government under Article 1 hereof exceeds the amount necessary for the current needs of the Contractor, as determined by the _____ or his duly authorized

(Chief of supply service)

representative, the amount of such excess shall, upon demand by the _____

(Chief of _____ or his duly authorized representative, be promptly returned to the Government and will be credited against the balance due the Government on advances previously made. If the demand made in any event set forth in this Article is not met upon receipt of such demand by the Contractor, the amount demanded will bear interest at the rate of six percent (6%) rather than at two and one-half percent (2½%) per annum from the date of the receipt of the demand until payment is made: *Provided, however,* That such additional interest over and above the regular two and one-half percent (2½%) is hereby waived as to any sum paid by the Contractor within 15 days after the amount becomes due hereunder. If and when the Contractor, has, by means of deductions or otherwise, reimbursed the Government in full for payments made and all interest which may have accrued thereon, any money remaining in the special bank account or accounts shall be free and clear of any lien hereunder and the bank or banks concerned shall have authority to pay same to the Contractor and shall thereupon be relieved of any further obligations to the Government on account thereof.

ART. 6. On the unliquidated balance of the advance payments outstanding, the Contractor agrees to pay interest at the rate of two and one-half per cent (2½%) per annum. Such interest shall be computed at the end of each calendar month on the average daily balance of the principal of the unliquidated advance payments outstanding. In determining such balance, charges on account of the advance payments to the Contractor hereunder shall be made as of the dates of the checks therefor. It is agreed that pending the execution of the more formal contract contemplated by Paragraph 2 of the Letter Purchase Order that the Contractor may, if he so elects, make direct repayment to the Government on account of advances made out of his own free funds, or may be required to make repayment out of the special account or otherwise as provided by Article 5. Credits arising out of such cash repayments shall be made as of the dates the checks therefor are received by the disbursing officer. As soon as such monthly computations shall have been made, the interest charge shall be allowed to accrue, and shall not be payable until such time as provision is made for such payment under the provisions of the more formal contract contemplated by Paragraph 2 of the Letter Purchase Order, except as provided by Article 5 hereof. The interest shall not be compounded, and shall, subject to the provisions of Article 5, cease to accrue upon the termination of the contract for other than the fault of the Contractor.

ART. 7. The Contractor shall, at all times, afford to the Contracting Officer, or his duly authorized representative, proper facilities for the inspection and audit of the Contractor's accounts, and the Contractor hereby agrees that the Contracting Officer, or his duly authorized representative, shall have the right so far as the Contractor's rights are concerned, during business hours, to inspect and make copies of any entries in the books and records of the bank or banks relating to the said special account or accounts.

ART. 8. Subject to the approval of the Contracting Officer, or his duly authorized representative, the Contractor may make payments to subcontractors, suppliers and/or materialmen in advance out of the special account, for labor or services, or to pay for materials in advance of delivery at the site of the work or at an approved storage site. Such subadvances shall not exceed _____ percent (_____%) of the subcontract price or estimated cost, as the case may be, and the subcontractor, supplier and/or materialman to whom such advances are made shall furnish adequate security therefor. Unless other security is furnished, covenants in subcontracts, expressly made for the benefit of the Government, providing for a subspecial account with Government lien thereon and for a Government lien on or title to property, tangible or intangible, purchased from the special account, and imposing upon the subcontractor substantially the same duties and giving the Government substantially the same rights as provided herein between the Government and the Contractor, have been prescribed by the Under Secretary of War as minimum adequate security for such subadvances.

ART. 9. The title to all work, completed or in the course of construction, preparation or manufacture under such Letter Purchase Order shall be in the Government. Likewise, upon delivery at the site of the work, at an approved storage site or other place approved by the Contracting Officer and upon inspection and acceptance in writing by the Contracting Officer, title to all materials, tools, machinery, equipment, and supplies for which the Contractor shall be entitled to reimbursement under the provisions of Paragraph 2 of the Letter Purchase Order shall vest in the Government. For the purposes of this supplemental contract, these provisions as to title being vested in the Government, are for security with respect to such advances as may be made hereunder, and shall cease and determine when the more formal contract contemplated by paragraph 2 of the Letter Purchase Order is executed, unless specifically continued in effect by such more formal contract. These provisions as to title being vested in the Government shall not operate to relieve the Contractor from any duties imposed under the terms of the Letter Purchase Order, the more formal supplemental contract, or any other supplements thereto.

ART. 10. Except as hereby amended, all the terms and conditions of the Letter Purchase Order affected shall remain unmodified and in full force and effect and shall also apply in carrying out the provisions of this supplemental agreement.

In witness whereof, the parties hereto have executed this Supplemental Contract on the day and year first above written.

THE UNITED STATES OF AMERICA,

By _____

_____

(Official Title)

_____

(Contractor)

By _____

_____

(Business Address)

Two Witnesses:

_____

_____

(Address)

_____

_____

(Address)

I _____, certify that I am the Secretary of the corporation named as Contractor herein; that _____ who signed this supplemental contract on behalf of the Contractor was then _____ of said corporation; that said supplemental contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

In witness whereof, I have hereunto affixed my hand and the seal of said corporation this _____ day of _____ 19__

[CORPORATE SEAL] _____

(Secretary)

I hereby certify that, to the best of my knowledge and belief, based upon observation and inquiry, _____ who signed this supplemental contract for _____ had authority execute the same, and is the individual who signs similar contracts on behalf of this corporation with the public generally.

_____

(Contracting Officer)

§ 813.1323 *W. D. Contract Form No. 23.*

WAR DEPARTMENT

Supplemental Contract to Contract No. ____ and Contract No. ____ etc.

_____

(Name of technical service)

Whereas, under date of _____

(Insert date of original contract)

a contract, numbered _____,

(Insert number of original contract)

was entered into between the United States of America by _____

(Insert name, rank, and Branch of _____, U. S. Army, as Contracting Officer)

Contracting Officer, acting by authority of the Secretary of War, hereinafter referred to as the Government, and _____

(Insert Name of Contractor)

a corporation organized and existing under the laws of the State of _____, hereinafter referred to as the Contractor, providing for the construction of _____ (the furnishing of _____

(Insert number of units or _____) by the Contractor, and [1] amount of equipment purchased)

Whereas, it is provided by Section 201, Title II of Public Act No. 354, 77th Congress, approved December 18, 1941, that the President may authorize any department or agency of the Government exercising functions in connection with the prosecution of the war effort to enter into contracts and to make advance, progress and other payments thereon, whenever he deems such action would facilitate the prosecution of the war; and

Whereas, by Executive Order 9001 issued December 27, 1941, the President has authorized the War Department to make such advance payments; and

Whereas, the making of advance payments to the Contractor is deemed necessary by the War Department to facilitate the prosecution of the war,

---

[1] Where it is desired to combine advance payments for several principal contracts under one supplemental agreement this clause must be repeated for each contract concerned.

Now, therefore, this supplemental contract is entered into this _____ day of _____, 194__, between the Government and the Contractor, said parties agreeing to and with each other as follows:

ART. 1. At any time and from time to time, after the approval of this supplemental contract, at the request of the Contractor and subject to the approval of the _____ _____ or his

(Chief of technical service)

duly authorized representative, or of the person to whom authority has been delegated to make advance payments, as to the present need therefor, the Government shall advance to the Contractor, without payment of interest therefor by the Contractor, sums not to exceed _____

(Insert amount of advance payment)

or _____ percentum (_____%) of the principal contract price (or principal contract prices), as it (they) may be amended, whichever shall be the smaller.

ART. 2. As a condition precedent to the making of any advance payment or payments as hereinbefore provided, the Contractor shall furnish the Government with such adequate security as the Under Secretary of War or the person to whom authority has been delegated to make advance payments shall prescribe: *Provided*, That, if other security is not prescribed, the terms of this supplemental contract shall be considered adequate security for such advance payments: *Provided further*, That if at any time the Under Secretary of War deems the security furnished by the Contractor inadequate, the Contractor shall furnish such additional security as shall be satisfactory to the Under Secretary of War.

ART. 3. Until all advance payments hereunder are liquidated, all funds received as advance payments under this supplemental contract together with _____ percent

(Insert % to be deposited

(_____%) of all cash payments under which shall be not less than 85%)

the principal contract (or principal contracts), shall be deposited in a special bank account or accounts at a member bank or banks of the Federal Reserve System or any "insured" bank within the meaning of the Act creating the Federal Deposit Insurance Corporation (Act of August 23, 1935; 49 Stat. 684, as amended; 12 U. S. C. 264), separate from the Contractor's general or other funds. Such special bank account or accounts shall be so designated as to indicate clearly to the bank their special character and purpose, and the balances in such account or accounts shall be used by the Contractor exclusively as a revolving fund for carrying out the purposes of this supplemental contract and the principal contract (or principal contracts), (including reimbursement to the Contractor for any reasonable amounts expended by him for such purposes), and any amendments thereto, and not for the other business of the Contractor; (*Provided:* That it is understood that all funds deposited in the said special account created hereunder may be used by the Contractor for the purposes of either or all of the principal contracts without regard to the origin of such payments)[1]; and *Provided*, That for the purpose of determining proper disposition of funds hereunder such of the Contractor's costs as may not be directly allocable to the principal contract, (or principal contracts), as it (or they) may be amended, may be charged against funds deposited in the special account in that proportion which the amount of the work being done under the principal contract (or principal contracts), as it (they) may be amended, approximately bears to the total amount of work being performed by the Contractor, out of which such costs also arise, but within the period to which such costs relate. When required by the _____

(Chief of technical service)

or his duly authorized representative, or any other person to whom authority to make advance payments has been delegated, withdrawals from special account or accounts shall be made subject to the prior written approval of the Contracting Officer or his duly authorized representative. Any balances from time to time in such special account or accounts shall secure the repayment of the advances in connection with which the special account or accounts are opened, and the Government shall have a lien upon such balances to secure the repayment of such advances which lien shall be superior to any lien of the bank, or any other person, upon such account or accounts by virtue of assignment to it of the principal contract (or contracts) or otherwise; *Provided:* That the bank shall be under no liability to any party hereto for the withdrawal of any funds from said special account upon checks, properly endorsed and signed by the Contractor, except that after the receipt by the bank of written directions from the _____

(Chief of technical

_____ or his duly authorized repre-

service)

sentative, the bank shall act thereon and be under no liability to any party hereto for any action taken in accordance with the said written directions. Any instructions or written directions received by the bank through the contracting officer upon War Department stationery and purporting to be signed by, or by the direction of, the _____

(Chief

_____ or his duly author-

of technical service)

ized representative, shall, in so far as the rights, duties, and liabilities of the bank are concerned, be conclusively deemed to have been properly issued and filed with the bank of the _____ or

(Chief of technical service)

his duly authorized representative.

ART. 4. If, upon completion of the principal contract (or of any of the principal contracts), or upon the termination thereof for other than the fault of the Contractor, the advance payments made to the Contractor in respect of such contract have not been fully liquidated in the manner herein provided, the unliquidated balance of such advance payments shall be deducted from any payments otherwise due the Contractor in respect of such contract; and if the sum or sums due the Contractor be insufficient to cover such balance, the deficiency shall be paid by the Contractor in cash forthwith after demand and final audit by the Government of all accounts hereunder in respect of such contract; provided, however, that in the event of such termination of the contract for other than the fault of the Contractor, such deduction shall not be made prior to final audit unless, and only to the extent that, the Contracting Officer or his duly authorized representative shall determine that such action is reasonably required in order to secure the eventual repayment in full to the Government of such unliquidated advance payments. In the event of cancellation or termination of the principal contract (or of any of the principal contracts) because of the fault of the Contractor, the Contractor agrees to return to the Government, upon demand, without setoff of any sums alleged to be due the Contractor, the unliquidated balance of any advance payment. Furthermore, if, in the opinion of the _____ or his

(Chief of technical service)

duly authorized representative, the unobligated balance of the advance payments made by the Government under Article 1 hereof exceeds the amount necessary for the current needs of the Contractor, as determined by the _____

(Chief of technical service)

or his duly authorized representative, the amount of such excess shall, upon demand made by the _____

(Chief of technical service)

or his duly authorized representative, be promptly returned to the Government and will be credited against the balance due the Government on advances previously made. If the demand made in any event set forth in this Article is not met upon receipt of such demand by the Contractor, the amount demanded will bear interest at the rate of six percent (6%) per annum from the date of the receipt of the demand until payment is made; *Provided*, however, that such payment of interest is hereby waived as to any sum paid by the Contractor within 15 days after the amount becomes due hereunder.

ART. 5. Except as otherwise provided herein, liquidation of any advance payment or advance payments made to the Contractor hereunder shall be made by deductions of _____ per cent (___%) from any and all payments made by the Government under the terms of the principal contract (or principal contracts) or by means of direct repayment by the Contractor from his own free funds or from the special account or accounts: *Provided:* That if at any time, as a result of amendments to the principal contract (or principal contracts) or otherwise, the unliquidated balance of the principal of advance payments made exceeds _____ per cent (___%) of the balance of the total contract price then unpaid, the amount of such excess which has not then been expended or obligated shall demand of the _____, or his duly au-

(Chief of technical service)

thorized representative be promptly returned to the Government by withdrawal from the special account or accounts or otherwise, and that portion of the excess which has been expended or obligated may, at the option of the Contractor, be so returned and if not so returned, shall, together with any unexpended or unobligated portion of the excess not otherwise returned to the Government, be deducted from any and all payments to be made by the Government under the principal contract (or principal contracts); *Provided further;* That, if and when the Contractor has, by means of deductions or otherwise, reimbursed the Government in full for payments made, any money, remaining in the special bank account or accounts shall be free and clear of any lien hereunder and the bank or banks concerned shall have authority to pay same to the Contractor and shall thereupon be relieved of any further obligation to the Government on account thereof.

ART. 6. The Contractor shall, at all times, afford to the Contracting Officer, or his duly authorized representative, proper facilities for the inspection and audit of the Contractor's accounts, and the Contractor hereby agrees that the Contracting Officer, or his duly authorized representative shall have the right, so far as the Contractor's rights are concerned, during business hours, to inspect and make copies of any entries in the books and records of the bank or banks relating to the said special account or accounts.

ART. 7. Subject to the approval of the Contracting Officer or his duly authorized representative the Contractor may make payments to subcontractors and materialmen in advance out of the special account, for labor or services, or to pay for materials in advance of delivery at the site of the work or at an approved storage site. Such subadvances shall not exceed _____ percent (___%) of the subcontract price and the subcontractor or materialmen to whom such advances are made shall furnish adequate security therefor. Unless other security is furnished, covenants in subcontracts, expressly made for the benefit of the Government, providing for a subspecial account with Government lien thereon and for a Government lien on property, tangible or intangible, purchased from the special account, and imposing upon the subcontractor substantially the same duties and giving the Government substantially the same rights as are provided herein between the Government and the Contractor, have been prescribed by the Under Secretary of War as minimum adequate security for such subadvances.

ART. 8. If no surety bond is furnished as part of the security under Article 2 hereof, then, upon receipt of items or materials paid for from such special account or accounts, such items or materials shall be segregated and the Government shall have a lien on such items or materials until the advance payment or payments have been fully liquidated, or until the item or items and/or materials concerned have become the property of the Government as the result of partial payments, or otherwise; *Provided:* That, if segregation in any instance be impracticable and the items or materials concerned are consequently intermingled with other property of the Contractor, then and in that event the lien above provided for in favor of the Government shall extend to the intermingled mass to the amount represented by the value of the items of materials involved; and, without limiting the generality of the foregoing, such lien shall continue as follows: (a) in case the contract covers construction, until such items or materials are incorporated into the building, and thereafter on the building in the construction of which the items or materials are incorporated; (b) in the case of items or materials comprising facilities, on such facilities both before and after their installation in the plant; and (c) in the case of articles contracted for, until the items or materials so paid for are fabricated into such articles, and thereafter on the articles until accepted by the Government; [and the Government shall hereby likewise have an effective assignment of a security interest in all intangible property purchased, or otherwise acquired with funds from said special account].[1] If at any time during the progress of the work under the principal contract (or principal contracts) it becomes necessary to deliver any item or items and/or materials upon which the Government has a lien as aforesaid to a third person, the Contractor shall notify such third person of the lien herein provided and shall obtain from such third person a receipt, in duplicate, acknowledging, among other things, the existence of such lien. A copy of each receipt shall be delivered by the Contractor to the Contracting Officer.

ART. 9. Any assignment of moneys due or to become due under the principal contract (or principal contracts) shall be subordinate to the rights or claims of the Government arising under the principal contract (or principal contracts) or any amendment thereto by virtue of any advance payments authorized herein or otherwise; *Provided:* that, if at any time any claim arising under the principal contract (or principal contracts) is assigned or purportedly assigned in any manner inconsistent with the said rights of the Government, the _____ or

(Chief of technical service)

his duly authorized representative shall have the right to suspend further advance payments without notice.

ART. 10. Except as hereby amended, all the terms and conditions of the contract (or contracts) affected shall remain unmodified and in full force and effect and shall also apply in carrying out the provisions of this supplemental contract.

In witness whereof, the parties hereto have executed this supplemental contract on the day and year first above written.

THE UNITED STATES OF AMERICA,

By _____

_____

(Official Title)

_____

(Contractor)

By _____

_____

(Business Address)

Two Witnesses:

_____

_____

(Address)

_____

_____

(Address)

I _____, certify that I am the Secretary of the corporation named as Contractor herein; that _____ who signed this supplemental contract on behalf of the Contractor was then _____ of said corporation; that said supplemental contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

In witness whereof, I have hereunto affixed my hand and the seal of said corporation this _____ day of _____, 19__.

[CORPORATE SEAL] _____

(Secretary)

I hereby certify that, to the best of my knowledge and belief, based upon observation and inquiry, _____ who signed this supplemental contract for _____ had authority to execute the same, and is the individual who signs similar contracts on behalf of this corporation with the public generally.

_____

(Contracting Officer)

§ 813.324 *W. D. Contract Form No. 24.*

WAR DEPARTMENT

Supplemental Contract to Contract No ____

_____

(Name of technical service)

Whereas, under date of _____

(Insert date of

_____, a contract numbered, original contract)

_____, was entered into between the United States of America by _____

(Insert name, rank and Branch

_____ as Contracting Officer, of Contracting Officer)

acting by authority of the Secretary of War, as party of the first part, and_____

_____

(Insert name of Contractor)

(hereinafter called the Contractor), a corporation organized and existing under the laws of the State of _____ providing for the construction of _____ (the furnishing of_____)

by the Contractor, as party of the second part, and

Whereas, it is provided by Section 201, Title II of Public Act No. 354, 77th Congress, approved December 18, 1941, that the President may authorize any department or agency of the Government exercising functions in connection with the prosecution of the war effort to enter into contracts and to make advance, progress and other payments thereon whenever he deems such action would facilitate the prosecution of the war; and

Whereas, by Executive Order 9001, issued December 27, 1941, the President has authorized the War Department to make such advance payments; and

Whereas, the making of advance payments to the Contractor is deemed necessary by the War Department to facilitate the prosecution of the war,

Now, therefore, this Supplemental contract is entered into this _____ day of _____, 194__, by the Government and the Contractor, said parties agreeing to and with each other as follows:

ARTICLE 1. At any time and from time to time after the execution of this supplemental contract, the Government at the request of the Contractor and subject to the approval of the _____

(Chief of technical service)

or his duly authorized representative, or the person to whom authority to make advance payments has been delegated, as to the present need therefor shall advance to the Contractor, without payment of interest thereon by the Contractor, sums not to exceed _____ percent (_____ %) of the estimated cost of the principal contract (exclusive of the Contractor's fixed fee), as it may be amended from time to time.

ART. 2. As a condition precedent to the making of any advance payment or payments as hereinbefore provided, the Contractor shall furnish the Government with such adequate security as the Under Secretary of War or the person to whom authority has been delegated to make advance payments shall prescribe; *Provided:* That, if other security is not prescribed, the terms of this supplemental contract shall be considered adequate security for such advance payments; and *Provided further*, That if at any time the Under Secretary of War deems the security furnished by the Contractor inadequate, the Contractor shall furnish such additional security as shall be satisfactory to the Under Secretary of War.

ART. 3. Until all advance payments hereunder are liquidated, all funds received as advance payments under this supplemental contract together with all funds received as reimbursements for the cost of the work under Article _____ of the principal contract, exclusive of the Contractor's fixed fee, shall be deposited in a special bank account or accounts at a member bank or banks of the Federal Reserve System or any "insured" bank within the meaning of the Act creating the Federal Deposit Insurance Corporation (Act of August 23, 1935; 49 Stat. 684) as amended (12 U. S. C. 264) separate from the Contractor's general or other funds. Such special bank account or accounts shall be so designated as to indicate clearly to the bank their special character and purpose, and the balance in such account or accounts shall be used by the Contractor exclusively as a revolving fund for carrying out the purposes of the principal contract and any amendments thereto and not for other business of the Contractor. Any balances from time to time in such special account or accounts shall at all times secure the repayment of the advances in connection with which the special account or accounts are opened, and the Government shall have a lien upon such balances to secure the repayment of such advances, which lien shall be superior to any lien of the bank or any o r person upon such account or accounts by virtue of assignment to it of such contract or otherwise; *Provided:* That the bank shall be under no liability to any party hereto for the withdrawal of any funds from said special account upon checks, properly endorsed and signed by the Contractor, except that after the receipt by the bank of written directions from the _____

(Chief of technical service)

or his duly authorized representative, the bank shall act thereon and be under no liability to any party hereto for any action taken in accordance with the said written directions. Any instructions or written directions received by the bank through the Contracting Officer upon War Department stationery and purporting to be signed by,

[1] This proviso to be used where agreement is supplemental to two or more contracts.

[1] The bracketed provision may be inserted in the case of experimental contracts or other cases where deemed especially appropriate.

or by the direction of, the _____
(Chief of technical service)
or his duly authorized representative, shall, in so far as the rights, duties, and liabilities of the bank are concerned, be conclusively deemed to have been properly issued and filed with the bank by the _____
(Chief of technical service) or his duly authorized representative.

ART. 4. It is agreed that the aggregate of the advance payments outstanding under the supplemental contract together with funds received as reimbursement for the cost of the work by the Contractor under Article _____ of the principal contract shall, at no time, exceed the total estimated cost of the work under the principal contract as it may be revised from time to time and any such excess shall be immediately repaid by the Contractor to the Government or if any reimbursement is due from the Government to the Contractor, shall be deducted therefrom: *Provided, however,* That if the total cost of the work under the principal contract shall be in excess of the amount so paid to the Contractor, including said advance payments, the Government upon presentation of satisfactory evidence shall currently and promptly reimburse the Contractor to the extent of such excess cost (subject to any delay in the availability of appropriated funds).

ART. 5. If, upon completion of the principal contract, or upon the termination thereof for other than the fault of the Contractor, the advance payments made to the Contractor in respect of such contract have not been fully liquidated in the manner herein provided, the unliquidated balance of such advance payments shall be deducted from any payments otherwise due the Contractor in respect of such contract; and if the sum or sums due the Contractor be insufficient to cover such balance, the deficiency shall be paid by the Contractor in cash forthwith after demand and final audit by the Government of all accounts hereunder in respect of such contract: *Provided, however,* that in the event of such termination of the contract for other than the fault of the Contractor, such deduction shall not be made prior to final audit unless, and only to the extent that, the Contracting Officer or his duly authorized representative shall determine that such action is reasonably required in order to secure the eventual repayment in full to the Government of such unliquidated advance payments. In the event of cancellation or termination of the principal contract because of the fault of the Contractor, the Contractor, notwithstanding any ultimate rights to be reimbursed, agrees to return to the Government, upon demand, without set-off of any sums alleged to be due the Contractor, the unliquidated balance of any advance payment. Furthermore, if, in the opinion of the _____
(Chief of technical service)
or his duly authorized representative, the unobligated balance of the advance payments made by the Government under Article 1 hereof exceeds the amount necessary for the current needs of the Contractor, as determined by the _____
(Chief of technical service)
or his duly authorized representative, the amount of such excess shall, upon demand by the _____
(Chief of technical service)
or his duly authorized representative, be promptly returned to the Government, and will be credited against the balance due the Government on advances previously made. If the demand made in any event set forth in this Article is not met upon receipt of such demand by the Contractor, the amount demanded will bear interest at the rate of six percent (6%) per annum from the date of the receipt of the demand until payment is made: *Provided, however,* that such payment of interest is hereby waived as to any sum paid by the Contractor within 15 days after the amount becomes due hereunder. If and when the Contractor has, by means of deductions or otherwise, reimbursed the Government in full for payments made, any money remaining in the special bank account or accounts shall be free and clear of any lien hereunder and the bank or banks concerned shall have authority to pay same to the Contractor and shall thereupon be relieved of any further obligation to the Government on account thereof.

ART. 6. The Contractor shall, at all times, afford to the Contracting Officer, or his duly authorized representative, proper facilities for the inspection and audit of the Contractor's accounts, and the Contractor hereby agrees that the Contracting Officer, or his duly authorized representative, shall have the right so far as the Contractor's rights are concerned, during business hours, to inspect and make copies of any entries in the books and records of the bank or banks relating to the said special account or accounts.

ART. 7. Subject to the approval of the Contracting Officer, or his duly authorized representative, the Contractor may make payments to subcontractors and materialmen in advance out of the special account, for labor or services, or to pay for materials in advance of delivery at the site of the work or at an approved storage site. Such subadvances shall not exceed _____ percent (____%) of the subcontract price or estimated cost, as the case may be, and the subcontractor or materialmen to whom such advances are made shall furnish adequate security therefor. Unless other security is furnished, covenants in subcontracts, expressly made for the benefit of the Government, providing for a subspecial account with Government lien thereon and for a Government lien on or title to property, tangible or intangible, purchased from the special account, and imposing upon the subcontractor substantially the same duties and giving the Government substantially the same rights as are provided herein between the Government and the contractor, have been prescribed by the Under Secretary of War as minimum adequate security for such sub-advances.

ART. 8. Any assignment of moneys due or to become due under this contract shall be subordinate to the rights or claims of the Government arising under this contract or any amendment thereto by virtue of any advance payments authorized herein or otherwise; Provided that, if at any time any claim arising under this contract is assigned or purportedly assigned in any manner inconsistent with the said rights of the Government, the _____ or his duly authorized representative shall have the right to suspend further advance payments without notice.

ART. 9. Except as hereby amended, all the terms and conditions of the Contract affected shall remain unmodified and in full force and effect and shall also apply in carrying out the provisions of this supplemental agreement.

In witness whereof, the parties hereto have executed this Supplementary Agreement on the day and year first above written.

THE UNITED STATES OF AMERICA,
By _____
_____
(Official Title)
_____
(Contractor)
By _____
_____
(Business Address)
Two Witnesses:
_____
_____
(Address)
_____
_____
(Address)

I _____, certify that I am the Secretary of the corporation named as Contractor herein; that _____ who signed this supplemental contract on behalf of the Contractor was then _____ of said corporation; that said supplemental contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

In witness whereof, I have hereunto affixed my hand and the seal of said corporation this _____ day of _____, 19__.

[CORPORATE SEAL] _____
(Secretary)

I hereby certify that, to the best of my knowledge and belief, based upon observation and inquiry, _____ who signed this supplemental contract for _____ had authority to execute the same, and is the individual who signs similar contracts on behalf of this corporation with the public generally.

_____
(Contracting Officer)

§ 813.1325 *W. D. Contract Form No. 25.*

WAR DEPARTMENT

Supplemental Contract to Letter Purchase Order No._____

Whereas, under date of _____
(Insert date of _____, a letter purchase order, original contract)
numbered _____, was entered into between the United States of America by _____
(Insert name, _____
rank and Branch of Contracting Officer)
U. S. Army, as Contracting Officer, acting by authority of the Secretary of War, hereinafter referred to as the Government, and _____,
(Insert name of Contractor)
a corporation organized and existing under the laws of the State of _____, hereinafter referred to as the Contractor, providing for construction of _____
(the furnishing of _____
(Insert number of units or _____) by the amount of equipment purchased)
Contractor, and

Whereas, it is provided by Section 201, Title II of Public Act No. 354, 77th Congress, approved December 18, 1941, that the President may authorize any department or agency of the Government exercising functions in connection with the prosecution of the war effort to enter into contracts and to make advance, progress and other payments thereon whenever he deems such action would facilitate the prosecution of the War; and

Whereas, by Executive Order 9001, issued December 27, 1941, the President has authorized the War Department to make such advance payments; and

Whereas, the making of advance payments to the Contractor is deemed necessary by the War Department to facilitate the prosecution of the war,

Now, therefore, this supplemental contract is entered into this _____ day of _____, 194__, between the Government and the Contractor, said parties agreeing to and with each other as follows:

ARTICLE 1. At any time and from time to time, after the approval of this supplemental contract, the Government at the request of the Contractor and subject to the approval of the _____ or his duly
(Chief of supply service)
authorized representative, or of the person to whom authority has been delegated to make advance payments, as to the present need therefor, shall advance to the Contractor, without payment of interest thereon by the Contractor, sum not to exceed _____ percent (____%) of the amount authorized for expenditure or obligation under Paragraph 2 of such Letter Purchase Order as such amount may be modified or changed from time to time.

ART. 2. As a condition precedent to the making of any advance payment or payments as hereinbefore provided, the Contractor shall furnish the Government with such adequate security as the Contracting Officer shall prescribe; *Provided:* That, if other security is not prescribed, the terms of this supplemental contract shall be considered adequate security for such advance payments; and *Provided further:* That if at any time the Under Secretary of War deems the security furnished by the Contractor to be inadequate, the Contractor shall furnish such additional security as shall be satisfactory to the Under Secretary of War.

ART. 3. All sums received as advance payments under this supplemental contract shall be deposited in a special bank account or accounts at a member bank or banks of the Federal Reserve System or any "insured" bank within the meaning of the Act creating the Federal Deposit Insurance Corporation (Act of August 23, 1935; 49 Stat. 684, as amended; 12 U. S. C. 264) separate from the Contractor's general or other funds. It is not contemplated that any reimbursement shall be made under the Letter Purchase Order until the more formal contract contemplated by Paragraph 2 of the Letter Purchase Order is entered into, or such Letter Purchase Order is terminated by reason of default of the Contractor, or failure to enter into such more formal contract within the date of expiration set forth in Paragraph 6 of the Letter Purchase Order or any duly authorized extensions thereof. Such special bank account or accounts shall be so designated as to indicate clearly to the bank their special character and purpose, and the balance in such account or accounts shall be used by the Contractor exclusively as a fund for carrying out the purposes of the Letter Purchase Order and any amendments, revisions or changes thereto and not for other business of the Contractor. Withdrawals from such special bank account or accounts shall be subject to the prior written approval of the Contracting Officer unless he shall otherwise direct. Any balances from time to time in such special account or accounts shall at all times secure the repayment of the advances in connection with which the special account or accounts are opened, and the Government shall have a lien upon such balances to secure the repayment of such advances, which lien shall be superior to any lien of the bank or any person upon such account or accounts by virtue of assignment to it of such contract or otherwise; *Provided:* That the bank shall be under no liability to any party hereto for the withdrawal of any funds from said special account upon checks, properly endorsed and signed by the Contractor, except that after the receipt by the bank of written directions from the _____
(Chief of supply service)
or his duly authorized representative, or the Contracting Officer or his duly authorized representative, the bank shall act thereon and be under no liability to any party hereto for any action taken in accordance with the said written directions. Any instructions or written directions received by the bank through the Contracting Officer upon War Department stationery and purporting to be signed by, or by the direction of the _____ or his duly author-
(Chief of supply service)
ized representative, or the Contracting Officer or his duly authorized representative shall, insofar as the rights, duties, and liabilities of the bank are concerned, be conclusively deemed to have been properly issued and filed with the bank by the _____
(Chief of supply service)
or his duly authorized representative.

ART. 4. At such time as the more formal contract contemplated by Paragraph 2 of the Letter Purchase Order is entered into, provision will be made for advance payments not to exceed that percentage of the contract price agreed upon under such more formal contract as shall be deemed necessary by the Contracting Officer in order to provide the Contractor with adequate working capital to carry on the work contemplated by the Letter Purchase Order, as it may be modified or changed; *Provided:* That if such percentage should exceed fifty percent (50%) of such contract price, or such contract price should exceed five million dollars ($5,000,000.00) the contract shall be subject to the approval of higher authority in accordance with existing regulations of the War Department, and *Provided:* That the terms of such advance payment agreement shall be strictly in accordance with standard provisions now authorized under existing regulations. Such provisions shall treat such advances as may be made hereunder as though they were made pursuant to such more formal contract and shall provide for the liquidation of advances made hereunder accordingly.

ART. 5. If upon termination of the Letter Purchase Order for other than the fault of the Contractor, the advance payments made to the Contractor in respect of such contract have not been fully liquidated in the manner herein provided, the unliquidated balance of such advance payments shall be deducted from any payments otherwise due the Contractor in respect of such contract; and if the sum or sums due the Contractor be insufficient to cover such balance, the deficiency shall be paid by the Contractor in cash forthwith after demand and final audit by the Government of all accounts hereunder in respect of such contract; provided, however, that in the event of such termination of the contract for other than the fault of the Contractor, such deduction shall not be made prior to final audit unless, and only to the extent that, the Contracting Officer or his duty authorized representative shall determine that such action is reasonably required in order to secure the eventual repayment in full to the Government of such unliquidated advance payments. In the event of cancellation or termination of the principal contract because of the fault of the Contractor, or its termination due to failure to enter into the more formal contract contemplated by Paragraph 2 of the Letter Purchase Order on or before the date of expiration set forth in Paragraph 6 of the Letter Purchase Order, or any duly authorized extensions thereof, the Contractor, notwithstanding any ultimate rights to be reimbursed, agrees to return to the Government, upon demand, without set-off of any sums alleged to be due the Contractor, the unliquidated balance of any advance payment or advance payments made hereunder; *Provided:* That the Contractor may retain in the account an amount sufficient to meet the outstanding obligations incurred by it in good faith pursuant to authorization by the Contracting Officer under Paragraph 2 of the Letter Purchase Order until assumption and discharge of such obligations by the Government or final disallowance thereof. Furthermore, if, in the opinion of the _____
(Chief of supply service)
or his duly authorized representative, the unobligated balance of the advance payments made by the Government under Article 1 hereof exceeds the amount necessary for the current needs of the Contractor, as determined by the _____
(Chief of supply service)
or his duly authorized representative, the amount of such excess shall, upon demand made by the _____
(Chief of supply service)
or his duly authorized representative, be promptly returned to the Government and will be credited against the balance due the Government on advances previously made. If the demand made in any event set forth in this article is not met upon receipt of such demand by the Contractor, the amount demanded will bear interest at the rate of six percent (6%) per annum from the date of the receipt of the demand until payment is made; *Provided, however:* That such payment of interest is hereby waived as to any sum paid by the Contractor within 15 days after the amount becomes due hereunder. If and when the Contractor has, by means of deductions or otherwise, reimbursed the Government in full for payments made, any money remaining in the special bank account or accounts shall be free and clear of any lien hereunder and the bank or banks concerned shall have authority to pay same to the Contractor and shall thereupon be relieved of any further obligations to the Government on account thereof.

ART. 6. The Contractor shall at all times, afford to the Contracting Officer, or his duly authorized representative, proper facilities for the inspection and audit of the Contractor's accounts, and the Contractor hereby agrees that the Contracting Officer, or his duly authorized representative shall have the right so far as the Contractor's rights are concerned, during business hours, to inspect and make copies of any entries in the books and records of the bank or banks relating to the said special account or accounts.

ART. 7. Subject to the approval of the Contracting Officer, or his duly authorized representative, the Contractor may make payments to subcontractors, suppliers, and/or materialmen in advance out of the special account, for labor or services, or to pay for materials in advance of delivery at the site of the work or at an approved storage site. Such subadvances shall not exceed _____ percent (_____%) of the subcontract price or estimated cost, as the case may be, and the subcontractor, supplier and/or materialmen to whom such advances are made shall furnish adequate security therefor. Unless other security is furnished, covenants in subcontracts, expressly made for the benefit of the Government, providing for a subspecial account with Government lien thereon and for a Government lien on or title to property, tangible or intangible, purchased from the special account, and imposing upon the subcontractor substantially the same duties and giving the Government substantially the same rights as are provided herein between the Government and the Contractor, have been prescribed by the Under Secretary of War as minimum adequate security for such sub-advances.

ART. 8. The title to all work, completed or in the course of construction, preparation or manufacture under such Letter Purchase Order shall be in the Government. Likewise, upon delivery at the site of the work, at an approved storage site or other place approved by the Contracting Officer and upon inspection and acceptance in writing by the Contracting Officer, title to all materials, tools, machinery, equipment, and supplies for which the Contractor shall be entitled to reimbursement under the provisions of Paragraph 2 of the Letter Purchase Order shall vest in the Government. For the purposes of this supplemental contract, these provisions as to title being vested in the Government, are for security with respect to such advances as may be made hereunder, and shall cease and determine when the more formal contract contemplated by paragraph 2 of the Letter Purchase Order is executed, unless specifically continued in effect by such more formal contract. These provisions as to title being vested in the Government shall not operate to relieve the Contractor from any duties imposed under the terms of the Letter Purchase Order, the

more formal supplemental contract, or any other supplements thereto.

ART. 9. Except as hereby amended, all the terms and conditions of the Letter Purchase Order affected shall remain unmodified and in full force and effect and shall also apply in carrying out the provisions of this supplemental contract.

In witness whereof, the parties hereto have executed this supplemental contract on the day and year first above written.

THE UNITED STATES OF AMERICA

By _____
_____
(Official Title)
_____
(Contractor)
By _____
_____
(Business Address)

Two Witnesses:
_____
_____
(Address)
_____
_____
(Address)

I _____ certify that I am the Secretary of the corporation named as Contractor herein; that _____ who signed this supplemental contract on behalf of the Contractor was then _____ of said corporation; that said supplemental contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

In witness whereof, I have hereunto affixed my hand and the seal of said corporation this _____ day of _____, 19__.

[CORPORATE SEAL] _____
(Secretary)

I hereby certify that, to the best of my knowledge and belief, based upon observation and inquiry, _____ who signed this supplemental contract for _____ had authority to execute the same, and is the individual who signs similar contracts on behalf of this corporation with the public generally.

_____
(Contracting Officer)

§ 813.1326 *W. D. Contract Form No. 26—(a) Explanatory notes.* (1) W. D. Contract Form No. 26 is available for optional use by the technical services (including the service commands) for effecting the sale of Government-owned property in compliance with Subparts B, C, E, F and G of Part 807. The form is not designed to cover:

(i) Sales of scrap, or

(ii) Sales to the Defense Plant Corporation. Special forms have been approved for use in effecting sales of property by the War Department to the Defense Plant Corporation, and by the Defense Plant Corporation to the War Department. These are reproduced in Ordnance Procurement Instructions, paragraphs 13,006.3 and 13,006.4.

(2) Variations of W. D. Contract Form No. 26 may be required in particular cases. For example, paragraph 6 of "General Provisions", (W. D. Contract Form No. 26) entitled "Adjustment for Variation in Quantity" may require material change where it is expected that the variation will be large.

(3) Certain of the technical services have indicated a preference for the use of a "negotiated" contract form of the type of W. D. Contract Form No. 1, rather than an invitation, bid and acceptance form of the type of W. D. Contract Form No. 26. The technical services may authorize the use, in circumstances in which W. D. Contract Form No. 26 is available for use, of a "negotiated" contract form containing proper recitals and embodying substantially the same provisions as W. D. Contract Form No. 26. It is emphasized, however, that regardless of the type of contract form which is employed, the greatest practicable amount of competition will be secured (see § 807.110).

(b) *Contract form.*

WAR DEPARTMENT

INFORMAL INVITATION, INFORMAL BID, AND ACCEPTANCE (SALE OF PROPERTY)

Date _____
W. D. establishment, office or station, and address:
_____
_____
_____
Contract No. (if any) _____
Order No. _____
Invitation No. _____

Payment will be made to _____
_____

This contract is authorized by and negotiated under Public No. 703, 76th Congress, First War Powers Act, 1941, and Executive Order No. 9001.

It has been determined by a competent officer that the sale to be made hereunder will facilitate the prosecution of the war and is in compliance with applicable regulations.

INFORMAL INVITATION

Sealed bids, in _____, subject to the terms specified on both sides of this page and on the continuation sheets numbered _____ to _____ inclusive, attached hereto, will be received at this office until _____ o'clock, ____ m., _____, 194__, for the purchase of the materials listed. Each sheet must show the name of the bidder.

[1] Bids must be accompanied by cashier's check, certified check or postal money order made payable (unless otherwise directed) to the Treasurer of the United States, in the amount of at least ____% of the total price bid. Deposits on bids which are not accepted will be promptly refunded. (See also General Provision 5.)

UNITED STATES OF AMERICA,
By _____,
Title _____,
(Contracting Officer)

INFORMAL BID

Date _____

In compliance with the above informal Invitation for bids, and subject to all conditions thereof, the undersigned offers, and agrees, if this bid be accepted within _____ calendar days from the date of the opening, to purchase any or all of the items upon which the undersigned has quoted prices, at the price set opposite each item. It is understood that the Government reserves the right to reject any and all bids regardless of whether the same constitute the highest bids.

Certificate: The undersigned represents and certifies to the United States of America:

(1) that he is (the bidder) (the duly authorized representative of the bidder) named herein;

(2) that as defined by the applicable rules and regulations of the Office of Price Administration the bidder is (a dealer in) (a consumer of) the items covered by this bid;

(3) that the bidder (is) (is not) seeking to purchase the items for resale;

(4) that the bid prices for the items are not in excess of applicable maximum prices established by the Office of Price Administration;

(5) that the bidder will not resell any of the items at prices in excess of the maximum prices established by the Office of Price Administration and applicable to such resale;

(6) and that this certificate is executed for the purpose of inducing the United States of America to accept this bid and make an award hereon and with full knowledge that any wilful misrepresentations will subject the undersigned to criminal penalties provided by statute.

Bidder _____
Address _____
By _____
Title _____
authorized to make this bid.

GOVERNMENT'S ACCEPTANCE

Date _____
Accepted as to items numbered:
UNITED STATES OF AMERICA,
By _____
Title _____
(Contracting Officer)

GENERAL PROVISIONS

1. Materials covered; prices. The Government shall sell and deliver, and the Purchaser shall buy and accept, the items listed on the annexed continuation sheet(s) upon which prices have been quoted, and which are covered in Government's Acceptance. The prices to be paid by the Purchaser are those quoted; provided, however, that if at the time of delivery of any of the materials to the Purchaser a maximum price lower than that quoted shall have been established by the Office of Price Administration or similar authority and shall be in effect and expressly applicable to such delivery notwithstanding the existence of a prior contract calling for a higher price, the price for such materials shall be reduced to such maximum price.

2. Purchaser's warranties. The Purchaser warrants that this transaction is, and all of its future transactions with the materials covered hereby will be, in compliance with applicable regulations of the Office of Price Administration and the War Production Board or similar authority.

[1] *3. Delivery.* Delivery shall be at the present location of the property. Unless the Purchaser removes the materials from such location within . . . . days after notification of Government's Acceptance, the Government shall have the right to dispose of the materials and hold the Purchaser responsible for any loss incurred by the Government as a result of the failure to remove. The precise time of removal, and other details of removal, shall be arranged with the Contracting Officer.

[1] *3. Delivery.* Delivery shall be f. o. b. cars at point of origin. Unless shipping instructions are received within . . . . . days after notification of Government's Acceptance, the Government shall have the right to dispose of the materials and hold the Purchaser responsible for any loss incurred by the Government as a result of the failure to furnish shipping instructions.

4. Responsibility for materials sold. (a) The Purchaser has had ample opportunity for full inspection of the materials, and agrees to accept the same "as is." The Government makes no guaranty, warranty or representation, express or implied, as to the number, quantity, kind, size, weight, quality, character, description or condition of the materials, or their fitness for any use or purpose. This is not a sale by sample.

(b) Title to the materials shall vest in the Purchaser upon notification of Government's Acceptance. The Purchaser assumes all liability for materials after that time. The Government will exercise its usual care for protection of the materials

[2] up to the time limit of receipt of shipping instructions, or, where shipping instructions are received in time, until the materials are at cars,

[2] up to the time limit of removal,

but will not be responsible for any loss or damage for any cause whatsoever.

[3] *5. Payment.* Payment shall be made as follows: _____
_____
_____

Unless otherwise directed, payment shall be made by certified check, cashier's check or postal money order payable to the Treasurer of the United States.

[3] *5. Payment.* The deposit made by the Purchaser (see Informal Invitation) will be applied, immediately upon notification of Government's Acceptance, against the total payment due. Payment of the balance due shall be made (unless otherwise directed) by certified check, cashier's check or postal money order payable to the Treasurer of the United States within _____ days from the date of notification of Government's Acceptance.

[4] *6. Adjustment for variation in quantity.* The quantities of the various items covered by Government's Acceptance are approximate only. Any variation between the quantity stated for any item and the quantity of such item delivered to the Purchaser will be adjusted on the basis of the unit price quoted opposite such item.

7. Officials not to benefit. (Insert clause in § 803.322)

8. Covenant against contingent fees. The Purchaser warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or at its option, to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Purchaser upon contracts or purchases secured or made through bona fide established commercial agencies maintained by the Purchaser for the purposes of doing business.

9. Disputes. (Insert article in § 803.326 or General Provision 12 of W. D. Contract Form No. 47 (§ 813.1317c).)

10. Definitions. (Insert Article 23, § 1813.1301.)

[Continuation Sheet]

Sheet No. _____

SCHEDULE OF MATERIALS TO BE SOLD

Present location: _____
For inspection of materials communicate with:
_____
_____
[Description, etc.]

§ 813.1327 *Standard procurement forms.*

CROSS REFERENCE: The forms set forth below are standard proposal forms which are to be used in accordance with instructions set forth in § 802.243 (b).

[1] Delete inapplicable provision.
[2] Delete inapplicable paragraph.
[3] Delete if inapplicable.

[1] Insert this paragraph if deposit guaranty is required.

[2] Delete inapplicable paragraph.

Budget Bureau Approval
No. 40-R-146

WAR DEPARTMENT
STANDARD PROCUREMENT FORM NO. 1

REQUEST FOR PROPOSAL

From _____
_____
To _____
_____

Proposal Request No. _____
Proposals to be received by _____, 194__
Preference rating to be assigned _____, 194__
Date _____, 194__

Under authority of the First War Powers Act, 1941, and Executive Order No. 9001, you are requested to submit a proposal for the furnishing of the item(s) hereinafter described (or such part thereof as you may be able to furnish), upon the delivery schedule hereinafter specified, and in accordance with Contract Form _____ as amended to date of the proposal, including (a) all applicable provisions required by Federal law, Executive Order, and War Department Procurement Regulations, and (b) the following optional clauses: _____
_____
_____
_____
_____

A copy of that form of contract with such provisions and clauses, may be obtained from this office.

The Government reserves the right to reject any and all proposals made in response to this request.

Offers of prompt payment or cash discounts will not be considered in making the award, but if such an offer is made, the Government, in making payment, shall have the right to take advantage thereof according to its terms.

DESCRIPTION

Item No.	Item(s)	Quantity	Unit

In calculating your price(s) for such item(s), please take into consideration the issuance to you by the Government of the following described materials:

DELIVERY SCHEDULE

The item(s) described above are desired to be delivered f. o. b. _____, in accordance with the following schedule

QUANTITY

Date or Period	Item No.	Item No.	Item No.	Item No. ....
TOTAL				

The inclosed Contractor's Proposal is to be completed and signed in _____ and returned to this office on or before _____, 194__. In any event all the drawings and specifications are to be returned to this office by that date. In preparing the Contractor's Proposal, the inclosed instructions relating thereto are to be carefully followed. Note carefully that only the following portions of the Contractor's Proposal are to be completed:

Inclosures:
____ copies Contractor's Proposal.
Instructions.

Budget Bureau Approval
No. 40-R-147

WAR DEPARTMENT
STANDARD PROCUREMENT FORM NO. 2

Contractor's proposal
To be filled out in _____
(A) From _____
_____
_____
To _____
_____
(B) Subject: (Item or Items) _____
_____

NOTE.—This is the War Department's standard proposal form which has been prepared for the convenience of all contractors. For many contracts it will not be necessary to complete the entire form. Before filling out this form, read carefully the last paragraph of the Request for Proposal and the instructions for filling out this form.

Date _____, 194__

(C) The undersigned hereby offers to furnish to the Government the items, in the quantities, at the prices, and upon the delivery schedule set out below, and in strict accordance with the specifications inclosed with the Government's Request for Proposal dated _____, 194__

(D) The Government's notice of acceptance of this proposal must be given within 30 days after the closing date specified in the Request for Proposal, by sending to the undersigned, by mail or otherwise, a notice of award, purchase order, or contract responsive to this proposal.

(E) In the event the Government shall accept this proposal, the undersigned will sign and deliver to the Government Contract Form..... as amended to the date hereof (if that form requires manual execution by the undersigned), embodying the terms and provisions of this proposal. In addition to the clauses required by Federal law, Executive Order, and War Department Procurement Regulations, the contract shall include the following optional clauses: .....

(F) Any acceptance of this proposal shall be based on the following representations (including the data furnished by the undersigned under Titles I to ..... both inclusive, and ..... supplementary sheets attached hereto), which are certified to be true to the best knowledge and belief of the undersigned (hereinafter called the "contractor").

(G) Name.....

By.....
Title.....
(Authorized to make this proposal)

Title I. (a) Contractor is:
( ) Corporation incorporated under laws of.....
( ) Partnership, consisting of.....
( ) Sole proprietorship of.....
(b) Business address.....
(c) Name and location of contractor's plant(s) where each item will be manufactured or from which furnished.....
(d) The individual authorized to conduct negotiations on behalf of the contractor is.....
Title.....

Title II.—*Scope of proposal.*

(A) Item No.	Description of Item	Quantity	Unit	Unit Price	Total Price
(1)	(2)	(3)	(4)	(5)	(6)

(B) 1. Total prices for all items..... $.....
2. Cost of additional facilities to be manufactured or acquired by contractor for Government account..... $.....
3. Total proposed value of contract..... $.....

(C) The foregoing prices do *not* include the Federal, State, and local taxes which are excluded as directed by the instructions which accompany this proposal form.

(D) The foregoing prices are based on the understanding that the following material is to be furnished by the Government:.....

(E) The proposed unit prices are based on the premise that the contractor (will) (will not) take title to all scrap from Government-furnished material. If contractor is to take title, each price per unit listed above has been reduced .....

(F) The cost per unit of packaging and boxing which is included in the price for each of the items is as follows: .....

(G) Contractor agrees to comply with reasonable requests for cost information based on production experience under the proposed contract.

Title III—*Delivery schedule.*
The items described above will be delivered f. o. b. ....., upon the following schedule:

QUANTITY

Date or Period	Item No.	Item No.	Item No.	Item No. .....
Total				

Title IV.—*Supplementary information.*
(Read instructions carefully before completing this and following titles. *See page 2 of Request for Proposal for such titles or portions thereof that are to be answered.*)
1. Contractor now has uncompleted outstanding war contracts and subcontracts, aggregating ..... of which approximately $..... is uncompleted.
2. Contractor now employs approximately ..... employees. The average number employed in 1940 was approximately .....
3. To perform contract resulting from this Proposal, contractor will have to employ ..... additional employees and work ..... shifts of ..... hours each, ... days per week.
4. Check proposed method of financing contract resulting from this Proposal:
..... By Government-guaranteed loan of $.....
..... By advance payment of ..... % which will be formally requested.
..... By contractor (has) (has not) been certified pursuant to Section 403, Sixth Supplemental National Defense Appropriation Act, 1942, as amended. Renegotiated by ..... for the period.
..... By financial assistance from Smaller War Plants Corporation.
5. Attach summary of price reduction covenants in any renegotiation agreement, and indicate effect of such covenants on proposed prices hereunder.
(c) Status of any pending statutory renegotiation proceeding is .....

(Submit answers to following on separate sheets.)
5. Indicate extent of proposed subcontracting in terms of percentage of proposed price for the items covered by this proposal. To extent available, give names and addresses of proposed subcontractors, items to be subcontracted, and identification and quantities of such parts, assemblies, or services. Indicate any affiliation between contractor and subcontractor. Indicate method of pricing subcontracts.
6. Show by major classifications (as specified in the instructions) the cost of Government-owned facilities which the contractor intends to use for performance of the proposed contract.
7. State in detail contractor's need of (a) additional Government-owned facilities and (b) additional contractor-owned facilities for performance of proposed contract.
8. (a) Give details of any agreement to pay commission, percentage, brokerage, or contingent fee in connection with proposed contract.
(b) To extent possible, give details of any such agreement or agreements in connection with any proposed subcontract or subcontracts.
9. If patent royalties are included in price, state: (a) Amount, (b) basis of calculation, (c) name and address of licensor, (d) feature on which royalty is paid, (e) numbers and dates of patents or applications involved.
10. State commercial method of manufacture to be used in performance of proposed contract.

Title V.—*Unit cost breakdown*

Col. A	Col. B	Col. C
Name of item (if proposal covers more than one item)	Proposed Contract Estimated Amount per Unit	Cost per Unit Under Previous Contract for Similar Items, No. Quantity ..... From ..... to ..... (See Note 1)	Over-all Company Operating Statement for Last Fiscal Year Ended ..... (See Note 2)
	$..... Percent	$..... Percent	$..... Percent
1. Direct material			
2. Less scrap or salvage			
3. Net direct material			
4. Direct labor			
5. Misc. direct factory charges			
6. Indirect factory expenses (Burden)			
7. Engineering and dev. expenses			
8. Packing and boxing (see Note 3)			
9. Selling expense (see Note 4)			
10. Contingencies (see Note 5)			
11.			
12. Other expenses (see Note 5)			
13.			
14.			
15.			
16. Total cost	100%	100%	100%
17. Operating profit (before income and excess profit taxes)			
18. Total proposed unit price			

Note 1: This column should contain historical costs, *not* merely a copy of a former proposal.
Note 2: Column C should conform as closely to the line captions as the contractor's account classification will permit. Operating profit should be shown on line 17 and net sales on line 18.
Note 3: Depreciation on productive facilities included above:
(a) Normal depreciation..... $.....
(b) Accelerated depreciation..... $.....
Total..... $.....
Note 4: Unless proposed contract covers only spare parts, do not include spare parts in this breakdown.
Note 5: Specify and describe on separate sheets the nature of the expenses included in lines 10 to 15 and the basis of their calculation.

Title VI. *Indirect factory expenses.*

	Col. 1 Proposed Contract, Estimated Amount (if information is readily available)	Col. 2 Budgeted Forecast of Expenses for Department, or Company for Period	Col. 3 Operating Statement for Last Fiscal Year Ended .....
1. Labor	$.....	$.....	$.....
2. Superintendence			
3. Supplies			
4. Maintenance and repairs			
5. Depreciation			
6. Taxes and other expenses (specify and describe on separate sheets)			
7.			
8.			
9.			
10.			
Total	$.....	$.....	$.....

Title VII.—*General expenses.*

	Col. 1 $.....	Col. 2 $.....	Col. 3 $.....
1. Royalties and license fees			
2. Executive salaries			
3. Depreciation			
4. Other administrative expenses (specify and describe on separate sheets)			
5.			
6.			
7.			
8. Miscellaneous			
Total	$.....	$.....	$.....

Title VIII. *Accounting methods.*
State briefly the method used in estimating costs, including (see last paragraph of Request for Proposal): (a) Method of allocation of indirect factory expenses, selling and general expenses, and other overhead; (b) whether or not the method and rates used in (a) and (b) above are consistent with such used in the last 5 years, with explanation of changes, if any; (d) the extent burden applicable to idle or excessive facilities, if any, has been apportioned to this proposal; (e) a statement that no charge for depreciation on Government-owned facilities has been included in the estimated costs; (f) the amount of rental on Government-owned facilities included in this proposal and the method of amortization thereof.

Title IX. *Other costs.*
1. Submit unit cost breakdown, similar in content to columns A and B of title V, for sets of spare parts.
2. Submit unit cost breakdown for packaging and boxing of each of the items covered by this proposal.

Budget Bureau Approval No. 49-R-147

War Department

Instructions for filling out contractor's proposal, standard procurement form number 2

Read all instructions carefully before filling out form

Fill out the Contractor's Proposal in ..... When spaces on that form are insufficient for a complete answer, use separate sheets. Start each answer with the number or letter of the title or portion thereof which is being answered.

Heading: At (A) insert the contractor's name, and on right-hand side of page 1 fill in date in space provided therefor.

Paragraph (B): Insert short description of item(s). Examples: "Radio TGR506"; "Shell, H. E. 20mm., MK. 1."

Paragraph (C): Insert date of Request for Proposal.

Paragraph (E): Insert proper contract form number and list of optional clauses to be included in contract. See first paragraph of Request for Proposal. If contractor is not familiar with the contract form, he may obtain a copy from the contracting officer.

Paragraph (F): Insert number of last title required to be answered (see last paragraph

of Request for Proposal) and number of supplementary sheets attached to Contractor's Proposal.

Signature (G): Fill in contractor's name. Contractor or duly authorized representative is to sign on third line, and his title is to be shown on fourth line.

TITLE I

(c) Indicate by "X" whether contractor is corporation, partnership, or individual, and give the other pertinent information requested.

(b), (c), and (d) Self-explanatory.

TITLE II. *Scope of proposal*

(A) In filling out the table, refer to Request for Proposal and follow (1) the item numbers, (2) description of items, (3) quantities, and (4) units. As to each item show in the appropriate column (5) unit price and (6) total prices. If any entry in the first four columns does not follow the Request for Proposal, state on the first line of the table "Differs from request."

(B) On line 1 fill in the total of column (6) of the table. On line 2 fill in amount of additional facilities which contractor proposes to manufacture or acquire for the Government's account, to be used in connection with the production covered by the proposal. This figure should be the total of the cost of additional facilities referred to in paragraph 7 (a) of Title IV. If additional facilities are necessary, answer paragraph 7 (a) of Title IV. Do not include any part of these costs in the unit prices. Show the total of lines 1 and 2 on line 3.

(C) *Taxes:* Except as otherwise expressly directed in any instance:

1. Contractor shall *exclude* from his proposed prices:

(a) All Federal excise taxes enumerated in Chapters 25 and 29, Internal Revenue Code, applicable to the completed supplies or work covered hereby; and

(b) All Federal excise taxes enumerated in Chapters 25 and 29, Internal Revenue Code, applicable to the component parts, articles or units of the completed supplies or work of which the contractor himself is the manufacturer, importer, or producer; and

(c) All State and local taxes from which an exemption is available for purposes of this procurement.

2. Contractor shall *include* in his proposed prices:

(a) All Federal excise taxes enumerated in Chapters 25 and 29, Internal Revenue Code, applicable to the materials or component parts to be incorporated in the completed supplies or work (other than those mentioned in paragraph 1 (b) above); and

(b) All other Federal taxes, charges, or duties of any nature whatsoever, including without limiting the generality of the foregoing, the Federal excise tax on the transportation of property imposed by Chapter 30, Internal Revenue Code; and

(NOTE: If the completed supplies are taxable articles under Chapters 25 and 29, Internal Revenue Code, contractor's purchase of materials to be incorporated in the supplies is exempt from tax under Section 3442 (1), Internal Revenue Code, and credits or refunds may be obtained under Section 3443 (a) (1). No tax on such materials shall be included in the price.)

(c) All State or local taxes other than those mentioned in paragraph 1 (c) above.

3. Tax Exemption Certificates, where applicable, will be issued for the amount of any tax excluded from the price, as to which an exemption is available. In making application therefor, list all pertinent data in support of the application.

(D) Complete by inserting the description and amount of Government-furnished material which is specified in the Request for Proposal or which is essential for performance of proposed contract. If this list does not follow the Request for Proposal, write after the word "Government," "Differs From Request."

(E) Strike "will" or "will not" in order to show contractor's intention. If contractor will take title to scrap from Government-furnished material, enter the amount by which the unit prices listed in the table have been reduced.

(F) Insert unit costs of packaging and boxing each of the items, identifying those costs for each of the items.

TITLE III. *Delivery schedule*

Insert f. o. b. delivery point, writing in "Differs From Request" if the delivery point differs from that contained in the Request for Proposal.

The delivery schedule should be completed in the same manner as that appearing in the Request for Proposal. If the delivery dates specified in the Request for Proposal cannot be met, insert the earliest possible delivery dates, and state on first line of table "Differs From Request."

(NOTE: *Before giving information called for by Titles IV to IX, read the last paragraph of the Request for Bid, for a listing of portions of such Titles which are to be answered. For many contracts it will not be necessary to complete the entire proposal.*)

TITLE IV

1. If actual figures are not readily available, give approximate figures.

2. Give approximate average number of employees in 1940. This figure may be obtained by taking the average number per pay period, or the average of the quarterly figures reported to the Bureau of Internal Revenue and the Bureau of Old Age and Survivors Insurance on Form SS 1a. An estimate of need of additional employees may be used.

3. If proposed contract is not to be financed from contractor's working capital or through usual commercial channels, contractor should make inquiry as to the possibility, manner, and extent of any other method of financing before it is checked in the Proposal. This office will assist contractor with respect to such inquiry. Fill in amount if a Government-guaranteed loan is contemplated, and percent of total contract price if advance payment is to be formally requested.

4. (a) Strike "has" or "has not." Insert in first blank name of Board or Section which renegotiated contractor, and in second blank the fiscal period covered by the renegotiation. (b) Include summary in supplementary sheets, identifying the question answered. (c) Insert in the blank a brief statement showing state of progress of any pending renegotiation.

(NOTE. *Submit answers to the remaining paragraphs of this Title on numbered, plain white sheets of approximately the same size as the Proposal, except as to paragraphs where the answer is "None," in which cases that word may be inserted at the end of such paragraphs on the form itself. Give the number of the title or portion thereof at the beginning of each answer.*)

5. Subcontractors, as that term is used in the Proposal, are suppliers of parts and components, completely or partially fabricated, and of materials which are fabricated to meet individual specifications for use in performance of proposed contract. List proposed subcontractors for the larger components and parts *only*. When several subcontractors are being considered for the same part, list all of them as alternative suppliers, together with the quantities which may be purchased from each. Indicate which, if any, of the proposed suppliers is an affiliate, subsidiary, division of, or is otherwise legally related to the contractor, or is controlled by an officer or major owner of contractor. Indicate the nature of such relationship.

6. List each separately: (a) Land, (b) buildings, (c) machinery and equipment, (d) tools, jigs, and fixtures, and (e) rehabilitation expense.

7. List each item of equipment or other facilities separately under (a) Government-owned facilities and (b) contractor-owned facilities for performance of proposed contract. Supply information under the following headings: (1) Name of item, (2) Size and Type, (3) Operation for Which Required, (4) Use by Prime or Subcontractor, (5) New or Used, (6) Total Cost, including price, transportation and installation.

8. (a) Describe agreements to pay commissions, etc., giving names and addresses of other parties to agreement, amounts and bases of calculation of such fees, and conditions upon which they are proposed to be paid. (b) Where contractor has information concerning similar agreements in connection with one or more subcontracts, that information should be furnished in like detail to the extent possible.

9. State amount of patent royalties per unit and total, describe method for calculating these amounts, list licensors, the particular feature or features of the subject items which are covered by the royalty agreement, and numbers and dates of patents or applications involved.

10. Describe any manufacturing operations which in contractor's judgment have any special significance for an understanding of the costs under the proposal. At contractor's request such information may be used as basis for a special provision in the contract relating to the production process and the machine tools used in the production.

TITLE V

Before supplying information under Titles V to IX check the last paragraph of the Request for Proposal to ascertain whether and what part of those titles need be completed.

Carefully read and follow the notes appended to Title V.

Follow the classifications listed unless the contractor's regular accounting system requires another type of breakdown, in which case that breakdown should be substituted.

The cost breakdowns are required to give the contracting officer as complete an understanding of the contractor's operations as possible. The inclusion or exclusion of individual cost elements under this form does not indicate the propriety or impropriety thereof.

When the proposed contract covers more than one item (not including spares) supply a separate breakdown for each of such items. Specify in the space provided, the item covered by each breakdown. In such case column C need be filled out in only one of the cost breakdowns.

When entries are made on lines 10 to 15 for Selling Expenses, Contingencies, and Other Expenses, specify and describe on separate sheets the nature of the expenses and the basis of their calculation.

Column B. Fill out heading. Insert contract number, dates when production was started and completed under the contract, and the quantity of production.

Column C. Fill in date of end of fiscal year covered.

Fill in dollar amounts for each line required. For each item of cost, calculate percentage of *total costs* and enter on appropriate lines.

TITLE VI. *Indirect factory expenses*

Follow the classifications listed unless the contractor's regular accounting system requires another type of breakdown, in which case that breakdown should be substituted.

Where entry is made on line 6, Taxes and Other Expenses, or on the following lines, specify and describe on the separate sheets the nature of such taxes and other expenses and the reasons for their inclusion.

TITLE VII. *General expenses*

Follow the classifications listed unless the contractor's regular accounting system requires another type of breakdown, in which case that breakdown should be substituted. When Other Administrative Expenses are included specify and describe on separate sheets.

TITLE VIII. *Accounting methods*

The information called for under Title VIII should be given in sufficient detail to enable the contracting officer to understand the accounting methods employed by the contractor.

TITLE IX. *Other costs*

1. Costs of Spare Parts: See instructions under Title V. Show costs of preparation and boxing as one item of cost. Submit a list of the prices which the contractor paid or proposes to pay for important subcontracted items.

2. Cost of Packaging and Boxing of Spare Parts: Submit a cost breakdown that seems clearest to the contractor. When *special* packaging constitutes a substantial part of total costs, the explanation might start with the cost of regular packaging and then proceed with an explanation of the differences between the cost of regular packaging and that of special packaging.

3. Cost of Packaging and Boxing of Major Items: The cost of packaging and boxing of items other than spare parts is to be included in the costs shown under Title V (when an answer to that title is required) and is to be shown separately under this title. Submit a cost breakdown that seems clearest to the contractor. See suggestion in the next preceding paragraph.

§ 813.1328 *W. D. Contract Form No. 28.*

CROSS REFERENCE: See § 802.222 (g).

LETTER OF COMMITMENT (RAW MATERIALS UNDER CMP)

Contract No.---------- Date ----------
(Negotiated)
---------- Place ----------

(Contractor)

(Address)

Gentlemen:

1. The operation of the Controlled Materials Plan makes it necessary that raw materials subject to that plan be ordered in advance in order to insure the availability of such materials in the event that the Government may decide to place supply contracts with you in the future for ----------
---------- (description of item). It is likely that in some instances your allotment authority under CMP will extend through
---------- 19--, which date may be beyond the completion date of your present supply contract or contracts.

2. You are directed, upon your acceptance of this commitment, to place purchase orders for materials under CMP, required in the production of ----------, immediately upon receipt of your allotment authority in furtherance of which you are authorized to expend or obligate not more than ---------- Dollars ($----------).

3. All applicable articles (other than the article "Termination for the Convenience of the Government") now required by Federal law, Executive Order, or War Department Procurement Regulations to be included in contracts of the kind herein described are incorporated herein by reference.

4. (a) In the event that supply contracts are placed looking to the utilization of all or a part of the raw materials acquired hereunder, there will be executed simultaneously with the execution of such supply contract or contracts a supplemental agreement to this Letter of Commitment either extinguishing or reducing, as the case may be, the amount obligated under this Letter of Commitment to the extent that such materials are to be utilized in the performance of such supply contract or contracts.

It is understood that the issuance of this Letter of Commitment, and its acceptance by you, do not create any obligation on the part of the Government to place supply contracts with you looking to the utilization of all or part of the materials under CMP ordered by you under your allotment authority.

(b) The Government may at any time terminate this commitment in whole or in part for its convenience by giving you written notice of such termination. In the event of such termination the Government's liability shall extend only to costs incurred and commitments made for materials under CMP to be delivered through, but not beyond ----------, but in no event shall the total amount paid or reimbursed the contractor exceed the amount above specified.

(c) In the event that you are not awarded a new supply contract or continuation contract enabling you to utilize all or a part of the materials under CMP ordered by you under your allotment authority, you will be so notified and this Letter of Commitment terminated in accordance with paragraph 4 (b) above. Thereupon, you and the Contracting Officer will attempt to agree by negotiation upon a settlement estimated by the parties to be the aggregate amount of the costs incurred by you in the performance of this commitment and the amounts paid or to be paid by you or for your account in settling with the approval of the Contracting Officer your obligations for commitments made in the performance of this agreement. Any such negotiated settlement shall be embodied in a Supplemental Agreement.

(d) If you and the Contracting Officer are not able to agree upon such a negotiated settlement within 90 days after the effective date of the termination (or within such longer period as at any time may be mutually agreed upon), the Government binds itself to reimburse you for the costs incurred by you in the performance of this commitment and for any amounts paid by you or for your account in settling with the approval of the Contracting Officer your obligations for commitments made in the performance of this agreement. In lieu of reimbursing you for expenditures made by you in settling any of your obligations for commitments, the Government, in the discretion of the Contracting Officer, may assume such obligations or any of them.

(e) The Government may permit you to sell or retain at prices or on terms agreed to by the Government any materials, and the proceeds of any such sale, or such agreed amounts, shall be paid or credited to the Government in such manner as the Contracting Officer may direct.

(f) Upon payment or reimbursement to you pursuant to paragraph 4 (c) or 4 (d) of this commitment, title to all materials for which you are so paid or reimbursed (except such property as may be sold or retained by you as above provided) will vest in the Government. The Government will also become entitled to any rights under any commitment which it may assume, or for the settlement of which it shall have reimbursed you.

(g) Any dispute which arises under this paragraph 4 regarding a matter of fact will be treated and resolved as a dispute under the "Disputes" article incorporated in this commitment by reference.

(h) Partial payments on account of any amount admittedly due to you pursuant to this paragraph 4 may be made by the Government at any time in the discretion of the Contracting Officer.

5. The sums to be expended by the Government hereunder are chargeable to the following allotments, the available balances of which are sufficient to cover the same:
---

6. Your acceptance of this commitment will be indicated by affixing your signature on this letter and two copies thereof and mailing or delivering the executed original and one executed copy to the Contracting Officer not later than ----------, 19----. Such acceptance will constitute this commitment a contract on the terms set forth herein.

7. This instrument is authorized by and has been negotiated under the First War Powers Act, 1941, and Executive Order No. 9001.

UNITED STATES OF AMERICA,
By ----------

(Official Title)

[CORPORATE SEAL]
Accepted ----------, 19----

(Contractor)
By ----------
(Title)

(Address)

[Procurement Reg. No. 14]

PART 814—REQUISITIONING OF PERSONAL PROPERTY

SUBPART A—GENERAL

Sec.
814.1401 Authority to requisition.
814.1402 All requisitioning by or on behalf of the Army to be in accordance with this part.
814.1403 Policy in respect of requisitioning property.
814.1404 Definitions.

SUBPART B—ACQUISITION OF PROPERTY BY REQUISITION

814.1405 Statutory authority to requisition property.
814.1406 Initiation of requisition proceedings.
814.1407 Clearance of the proposal and issue of the Requisition.
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814.1409 Further service of Notices of Requisition.

SUBPART C—DETERMINATION AND PAYMENT OF FAIR AND JUST COMPENSATION

814.1410 Statutory obligation to pay fair and just compensation.
814.1411 Determination of person or persons entitled to receive fair and just compensation.
814.1412 Preliminary determination of fair and just compensation.
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SUBPART D—RETURN OF REQUISITIONED PROPERTY AND DISPOSITION OF PROCEEDS OF REQUISITIONED PROPERTY

Sec.
814.1415 Return of requisitioned property to former owner under certain conditions.
814.1416 Disposition of proceeds from property requisitioned and sold or disposed of under 1940 act.
814.1417 Form of proposal and statement under the 1940 act.
814.1418 Form of proposal and statement under the 1941 act.
814.1419 Form of Requisition under the 1940 act.
814.1420 Form of Requisition under the 1941 act.
814.1421 Form of the Receipt and the Return on Reverse of the Requisition.

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814.1422 Form of Notice of Requisition.
814.1423 Form of Report of Serving Officer.
814.1424 Form of Notice to Present Claims.
814.1425 Instructions for the preparation and submission of documents.
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814.1428 Form of Disclaimer.
814.1429 Form of Notice of Preliminary Determination of Fair and Just Compensation.
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SUBPART H—MANDATORY ORDERS TO PRODUCE

Sec.
814.1450 Authority to place mandatory orders.
814.1451 Definitions.
814.1452 Policy.
814.1453 Placing of mandatory orders.
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814.1457 Determination of reasonable price.
814.1458 Execution of voluntary agreements.
814.1459 Non-compliance with mandatory orders.
814.1460 Forms.

SUPPORT A—GENERAL

§ 814.1401 *Authority to requisition.* Authority to requisition personal property is conferred under (1) the Act of October 10, 1940 (54 Stat. 1090), as amended by the Act of July 2, 1942 (56 Stat. 467), (2) the Act of October 16, 1941 (55 Stat. 742), as amended by the Act of March 27, 1942 (56 Stat. 181) and by the Act of June 30, 1943 (Pub. Law 104—78th Congress), and (3) Executive Orders Nos. 8942 (6 F. R. 5909), 9024 (7 F. R. 329), 9040 (7 F. R. 527), 9138 (7 F. R. 2919), 9280 (7 F. R. 10179), 9294 (8 F. R. 221), 9322 (8 F. R. 3807) and 9334 (8 F. R. 5423). By such Executive orders the President delegated to various persons, including the Secretary of War, the power to initiate requisitions under the act. The Secretary of War, by order dated December 11, 1941, assigned to the Under Secretary of War the functions, powers and duties so delegated to him. As a result of such delegation and assignment, the Under Secretary of War makes final determination as to the existence of statutory authority to requisition property desired to be requisitioned by the War Department and, if the proposal to requisition and the proposed disposal of the property is approved by the Army and Navy Munitions Board and in proper cases, by the Chairman of the War Production Board, the War Food Administrator of the Office of Defense Transportation, issues the Requisition. He also makes final administrative determination as to the amount of compensation to be paid for property requisitioned by the War Department.

§ 814.1402 *All requisitioning by or on behalf of the Army to be in accordance with this part.* All property to be requisitioned by or on behalf of the Army under the authorities referred to in § 814.1401 will be requisitioned as provided in this part, unless authority to requisition the property otherwise has been specifically granted. However, the procedure prescribed by this part relates only to requisitioning under such authorities and does not apply to, or prescribe procedure for, any other methods of requisitioning or commandeering which may be available to officers in theaters of operations.

§ 814.1403 *Policy in respect of requisitioning property.* Requisitioning will not be used as a substitute for purchasing. However, if purchasing is not feasible, because there is doubt as to the ownership of the property, or the owner refuses to sell or refuses to sell at a reasonable price, or for any other reason, requisitioning will be resorted to in those cases permitted by the authorities referred to in § 814.1401. Such authorities and this part provide an expeditious method of obtaining the property and, to promote such end, each step in the procedure outlined herein will be expedited.

§ 814.1404 *Definitions.* As used in this part:

(a) "Property" means personal property, and includes all items of property which have been, or may be, requisitioned under the authorities referred to in § 814.1401.

(b) "Chief Requisition Officer" means any person designated by the chief of a technical service to act on his behalf with respect to all requisitions initiated by such technical service. The chief of each technical service promptly will, if he has not already done so, designate one or more Chief Requisition Officers, and advise the Legal Branch, Director of Matériel, of such designation. Any change in such designation will also similarly be reported promptly.

(c) "Initiating Requisition Officer" means the contracting officer (as defined in Part 803) or other person who would have purchased the property had it been possible to obtain the property by purchase, or such other person as a Chief Requisition Officer may designate or approve as the person to perform the functions herein provided to be performed by the Initiating Requisition Officer.

(d) "Serving Officer" means any officer, agent or employee of the United States designated in the Statement accompanying a Proposal to requisition as the person or persons to make personal service of the Requisition.

(e) "Initial Compensation Officer" means the person designated by a Chief Requisition Officer preliminarily to determine fair and just compensation for property requisitioned, which person may be the Initiating Requisition Officer or any other person who, because of his familiarity with the value of the property or his being stationed at or near the residence or whereabouts of the persons entitled to receive such compensation, or otherwise, is deemed to be an appropriate person initially and preliminarily to determine fair and just compensation.

"Legal Branch, Director of Matériel" means the Legal Branch, Director of Matériel, Headquarters, Army Service Forces, Washington, D. C.

SUBPART B—ACQUISITION OF PROPERTY BY REQUISITION

§ 814.1405 *Statutory authority to requisition property.* (a) The act of October 10, 1940, as amended, authorizes the taking of property by requisition when it is determined that:

(1) The property is military or naval equipment or munitions, or component parts thereof, or machinery, tools, or materials, or supplies necessary for the manufacture, servicing, or operation thereof;

(2) The property was ordered, manufactured, procured, or possessed for export purposes, and that the exportation thereof has been prohibited or curtailed in accordance with the provisions of section 6 of the act of July 2, 1940 (54 Stat. 714) as amended (56 Stat. 463, 50 U. S. C. App. 701), or any other law; and

(3) It is necessary in the interest of national defense or prosecution of the war to requisition and take over the property for use or operation by the United States or in its interest.

(b) The act of October 16, 1941, as amended, authorizes the taking of property, other than fire arms possessed by an individual for his personal protection or sport, possession of which is not prohibited by existing law, by requisition, if the taking will not impair or infringe in any manner the right of any individual to keep and bear arms, when it is determined that:

(1) The property is military or naval equipment, supplies, or munitions, or component parts thereof, or machinery, tools, or materials necessary for the manufacture, servicing, or operation of such equipment, supplies, or munitions;

(2) The use of the property is needed for the defense of the United States;

(3) Such need is immediate and impending and such as will not admit of delay or resort to any other source of supply; and

(4) All other means of obtaining the use of the property for the defense of the United States upon fair and reasonable terms have been exhausted.

§ 814.1406 *Initiation of requisition proceedings*—(a) *Preparation of proposal and statement by Initiating Requisition Officer.* Having satisfied himself as to the existence of statutory authority to requisition the property, the Initiating Requisition Officer will prepare and execute a Proposal and Statement in the appropriate one of the forms set forth in §§ 814.1417 and 814.1418; the form set forth in § 814.1417 being used if the property is to be requisitioned under the 1940 act and the form set forth in § 814.1418 being used if the property is to be requisitioned under the 1941 act. Copies of such forms of Proposals and Statement may be obtained from the Chief Requisition Officer or from the Legal Branch, Director of Matériel but, to expedite the proceedings, the Initiating Requisition Officer may type or otherwise appropriately reproduce such forms. The following will be observed in the preparation of Proposals and Statements regardless of which form is used, to the extent practicable under the particular circumstances of each case:

(1) The property proposed to be requisitioned will be described accurately, and, in the fullest detail possible as to size, shape, quantity, quality, finish, etc., in order that a complete, correct and precise description of the property may be set forth in the Requisition.

(2) The names and addresses of the owner or owners of the property, of all persons who may claim an interest in the property or a right to share in the compensation to be paid (such as common carriers, warehousemen, forwarders and others having possessory liens, and collectors of customs, mortgagees, conditional sale vendors and the like), together with a statement of their respective interests or possible interests will be included appropriately in the Proposal, and the nature and extent of the inquiry made to ascertain such persons and their interests or possible interests, which will be as thorough as may be practicable consistent with the speed of action required, will be set forth in the Statement.

(3) The allotment, appropriation or fund specified in the Statement will be charged with an amount clearly sufficient to represent full, fair and just compensation for the property.

(4) The persons designated as available to serve the Requisition if it issues will be persons who will be available to, and will, personally serve the Requisition as provided in § 814.1408. Two or more persons should be designated in each case to assure that at least one of them will be available to serve the Requisition when it issues.

(5) Directions for disposition of the property will be as full and explicit as necessary to permit the Serving Officer to make the desired disposition of the property immediately upon service of the Requisition.

(6) The facts indicating statutory authority to requisition the property will be set forth in detail sufficient to permit an independent determination of the existence of statutory authority to be made by higher authority. The Proposal and Statement in this and other respects may incorporate by reference statements contained elsewhere in them or in written memoranda or correpondence annexed to the Statement as exhibits.

(b) *Transmittal of Proposal and Statement.* The original and one copy of the Proposal and Statement will be forwarded by the Initiating Requisition Officer to the chief of his technical service, addressed to the attention of the Chief Requisition Officer, and seven copies thereof will be forwarded to the Legal Branch, Director of Matériel.

(c) *Approval of Proposal and Statement by Chief Requisition Officer; Preparation of Requisition, Notices of Requisition and Instructions to Serving Officer.* The Chief Requisition Officer will, if the proposed requisitioning is approved by him on behalf of his technical service and if he concurs in the statements and certifications made by the Initiating Requisition Officer in the Proposal and Statement, designate the Initial Compensation Officer, endorse his approval on the original of the Proposal and forward it in the most prompt method available to the Legal Branch, Director of Matériel. He will also prepare (1) six copies of a proposed Requisition for signature, (2) Notices of Requisition in the form of that set forth in § 814.1422, in as many copies as will be required by the Serving Officer for service, plus four additional, and (3) such instructions to the Serving Officer, as to the person or persons upon whom the Requisition and such Notices of Requisition should be served, as to any investigation and inquiry to be made by the Serving Officer to ascertain other persons who may have, or assert, any interest in the property, or otherwise, as may be appropriate in the particular case and, unless the Chief Requisition Officer has been advised otherwise, will forward the same to the Legal Branch, Director of Matériel, in such manner as to be received by it within twenty-four hours after it shall have received the original of the Proposal and Statement. If negotiable documents of title relating to the property are outstanding and the whereabouts thereof is known such documents should be included in the Requisition as a part of the property to be requisitioned.

§ 814.1407 *Clearance of the Proposal and issue of the Requisition.* The Legal Branch, Director of Matériel, will endeavor to obtain all necessary clearances to, and approvals of, the Proposal. If the requisition issues, it and such notices of requisition will be forwarded to the Serving Officer named in the statement of service. A copy of the proposal and statement and of such instructions of the Chief Requisition Officer will also be forwarded to the Serving Officer for his information. If the Requisition is so forwarded by the Legal Branch, Director of Matériel, the Chief Requisition Officer will be advised promptly of the forwarding thereof and a copy of the Proposal and statement, conformed to show such approvals, will be transmitted to him.

§ 814.1408 *Method of serving the Requisition and duties of the Serving Officer in connection therewith*—(a) *Method of serving Requisition; transmittal of documents of title.* The Serving Officer will personally serve the Requisition upon the possessor or custodian of the property by exhibiting to (but not leaving with) such possessor or custodian the original manually signed Requisition and by leaving with such possessor or custodian (1) a copy of the Requisition, with the Receipt on the reverse thereof duly completed and executed, and (2) a notice of requisition, in the form of that set forth in § 814.1422, appropriately completed. Upon service of the Requisition the Serving Officer will complete and execute the Return of Service appearing on the reverse of the original manually signed copy and will take possession of the property on behalf of the United States and dispose of it as directed in the Statement. Negotiable documents of title requisitioned will be forwarded to the Initial Compensation Officer designated in the proposal.

(b) *Method of serving Notices of Requisition.* The Serving Officer will also promptly serve an appropriately completed Notice of Requisition upon each of the other persons designated in such instructions of the Chief Requisition Officer. Such Notices of Requisition similarly will be personally served if feasible; otherwise, service thereof will be made by registered letter mail, return receipt requested, addressed to the last known address of the person being served.

(c) *Ascertainment by Serving Officer of other possible claimants to compensation; transmittal of Return of Service and of Report of Serving Officer.* The Serving Officer will promptly make such further investigation and inquiry as to additional persons, who may have, or assert, an interest in the property or a right to be compensated by reason of its taking as shall have been directed by the Chief Requisition Officer in such instructions or as appears appropriate in the particular case and will forward to the Chief Requisition Officer who signed the Proposal (1) the original manually signed Requisition, with the receipt and return on the reverse thereof duly completed, and (2) a Report of Serving Officer in the form of that set forth in § 814.1423, with exhibits. Simultaneously the Serving Officer will forward conformed copies of such documents to (i) the Legal Branch, Director of Matériel, and (ii) the Initial Compensation Officer.

§ 814.1409 *Further service of Notices of Requisition.* The Chief Requisitioning Officer promptly will make, or cause to be made by the Serving Officer, the Iniating Requisition Officer, the Initial Compensation Officer or others such further investigation to determine the persons entitled to receive the fair and just compensation to be paid for the property as may be required in the particular case and promptly will serve, or cause to be served, Notices of Requisition upon all such persons not theretofore served. Service thereof will be made as provided in § 1408 (b) and record of the service thereof will be kept by the Chief Requisition Officer. The Initial Compensation Officer and the Legal Branch, Director of Matériel, will be advised by the Chief Requisition Officer of any additional Notices of Requisition so served by him or on his behalf.

SUBPART C—DETERMINATION AND PAYMENT OF FAIR AND JUST COMPENSATION

§ 814.1410 *Statutory obligation to pay fair and just compensation.* The act of October 10, 1940, as amended, provides that fair and just compensation shall be paid to the owner of the property; and the act of October 16, 1941, as amended, provides that fair and just compensation determined in accordance with the provisions for just compensation of the fifth amendment of the Constitution of the United States shall be paid to the person entitled to receive such compensation. If either such "owner" or such "person entitled to receive" compensation is unwilling to accept the amount so determined, the acts direct that he shall be paid 50% of such amount and shall be entitled to sue the United States for such additional sum as, when added to the sum so paid to him, he considers to be fair and just compensation for the property; the 1940 act providing however that judicial recovery "shall be confined to the fair market value" of the property "without any allowance for prospective profits, punitive or other damages."

§ 814.1411 *Determination of person or persons entitled to receive fair and just compensation.* Determination of the person or persons entitled to receive the

fair and just compensation to be paid for the property will be made by the Chief Requisition Officer or, if there are conflicting claims of ownership which the Chief Requisition Officer is unable to resolve, by the War Department Board of Contract Appeals. Persons claiming the right to such compensation will be required to furnish such evidence of their right thereto as may be required to permit compensation safely to be paid to them and as may be appropriate in the particular case. The Chief Requisition Officer will consider persons owning, or having a lien or other property interest in, the property at the time of taking to be an "owner" or a "person entitled to receive" compensation as such terms are used in the acts. In cases where there were possessory or recorded liens against, or other ownership interest in, the property outstanding at the time of its taking, especially if the validity thereof depend upon the beneficial owner having acquiesced in their creation, the beneficial owner will be asked to agree to the validity of such liens or interest and to the portion, if any, of the fair and just compensation properly payable to the holders thereof.

§ 814.1412 *Preliminary determination of fair and just compensation*—(a) *Preliminary determination of compensation by Initial Compensation Officer.* Promptly after the requisitioning of the property and after consultation, to the extent feasible, with all persons entitled to receive such compensation (the place or places of such consultation to be determined with due regard to the residence or whereabouts of such persons) the Initial Compensation Officer will preliminarily determine the fair and just compensation to be paid for the property.

(b) *Basis for such determination by Initial Compensation Officer.* Such preliminary determination will be in an amount determined to be the fair market value of the property (i. e., of the actual articles or materials taken) as of the time and place of taking but not in excess of the applicable ceiling or fixed price, if any, established by the Office of Price Administration, or value otherwise established by law, and in effect at the time of the taking.

(c) *Report of Initial Compensation Officer.* The Initial Compensation Officer promptly will transmit to the Chief Requisition Officer (1) his report stating the amount so preliminarily determined by him to be fair and just compensation for the property; that such amount represents the fair market value of the property at the time and place of the taking of the property; and that it is within such ceiling or fixed price and (2) the copy of the Requisition, and the copy of the Report of the Serving Officer transmitted to him by the Serving Officer. If such report is not so transmitted within thirty (30) days after the taking of the property, the Initial Compensation Officer will also state therein the reasons why he was unable to transmit it within such thirty-day period.

(d) *Procedure to be followed if amount so determined is acceptable to persons entitled to compensation.* If the amount of fair and just compensation so determined by the Initial Compensation Officer is acceptable to the person or persons entitled to receive compensation on account of the taking of the property, the Initial Compensation Officer will request each of such persons to execute and acknowledge, in triplicate, a Stipulation and Release, in the form of that set forth in § 814.1431, modified as may be appropriate, and will transmit such copies thereof with the report required by (c). If the Chief Requisition Officer approves, on behalf of his technical service, of the amount so preliminarily determined to be fair and just compensation for the property, is satisfied that such Stipulation and Releases are appropriate under the circumstances and duly executed, and that the persons executing them are the persons, and the only persons, entitled to receive fair and just compensation for the property, he will transmit to the Legal Branch, Director of Matériel, one original of each such Stipulation and Release and a duly executed Certificate of Ownership and Fair and Just Compensation, in the form of that set forth in § 814.1430, modified as may be appropriate.

(e) *Conditions under which Notice to Present Claims and other documents will be served and method of service.* If the amount of fair and just compensation so preliminarily determined by the Initial Compensation Officer is not acceptable to the person or persons entitled to receive compensation on account of the taking of the property, or if there is uncertainty as to the person or persons entitled to receive such compensation, the Chief Requisition Officer will, to the extent practicable, serve, or cause to be served, upon each of the persons upon whom a Notice of Requisition was served, a Notice to Present Claims, with instructions, a form of Proof of Claim, with an appropriate form of verification, and a form of Disclaimer, in the respective forms of those set forth in §§ 814.1424 to 814.1428, inclusive. Such documents will be served either personally or by registered mail, return receipt requested, addressed to the last known address of the person being served, and a record of the time and method of such service will be preserved in the files of the Chief Requisition Officer. The Chief Requisition Officer will transmit to the Legal Branch, Director of Matériel, an original of each such Proof of Claim and Disclaimer received by him.

(f) *Determination of compensation by Chief Requisition Officer and service of Notice of Preliminary Determination.* Promptly after the expiration of the thirty-day period, or such extension thereof as he may grant, for filing Proofs of Claims, the Chief Requisition Officer will make or cause to be made on behalf of his technical service determination of fair and just compensation for the property and will, to the extent practicable, give notice of such determination to all persons known or believed to be entitled to share in such compensation; such notice to be incorporated in a Notice of Preliminary Determination in the form of that set forth in § 814.1429 and to be given by personal service or by registered mail, return receipt requested, addressed to the last known addresses of such persons. Simultaneously therewith a copy of such Notice of Preliminary Determination will be forwarded to the Legal Branch, Director of Matériel. In making such determination the amount preliminarily determined by the Initial Compensation Officer, the objections made thereto by the claimants, evidence of fair and just compensation supplied by the claimants and all other pertinent factors will be given appropriate consideration.

(g) *Consideration of objections of claimants to amount of compensation so determined; reaffirmation or revision of determination; subsequent procedure if amount is acceptable to claimants.* Any person having an interest in the property may, within thirty (30) days after service of such Notice of Preliminary Determination, or such additional period of time as the Chief Requisition Officer shall permit, file written objections thereto with the Chief Requisition Officer specifying in reasonable detail the grounds of his objections. After full consideration of such objections, if any, and such consultation or communication with the objecting and other claimants and with members of his technical service in respect of them as may be appropriate, the Chief Requisition Officer will either affirm his previous determination or make a new determination of fair and just compensation for the property and will request the person or persons entitled to receive such compensation to execute and acknowledge, in triplicate, a Stipulation and Release in the form of that set forth in § 814.1431, modified as may be appropriate. If such Stipulation and Releases are so executed, the Chief Requisition Officer will transmit to the Legal Branch, Director of Materiel, one original of each thereof and a duly executed Certificate of Ownership and Fair and Just Compensation in the form of that set forth in § 814.1430, modified as may be appropriate.

(h) *Submission to Board of Contract Appeals.* If the amount of fair and just compensation so determined is not acceptable to the person or persons entitled to receive compensation on account of the taking of the property or if there are conflicting claims of ownership which the Chief Requisition Officer is unable to resolve, he will, if the Legal Branch, Director of Materiel, advises that the Under Secretary of War desires the recommendation of the War Department Board of Contract Appeals, submit the matter to the Board as provided in § 814.1432. Copy of the submission to the Board will be forwarded to the Legal Branch, Director of Materiel.

(i) *Proceedings before Board of Contract Appeals.* All claimants will be entitled to a hearing before the Board in accordance with the rules of procedure prescribed by the Board and a stenographic transcript of the hearings before the Board and copies of all written evidence will be preserved.

(j) *Determination by Board of Contract Appeals.* After hearing, the Board will make recommendation as to the amount of fair and just compensation to be paid for the property or, if requested so to do and such is possible, determination as to the person or persons entitled to receive such compensation and will simultaneously forward copies of its decision in the matter to the Chief Requisition Officer and to the Legal Branch, Director of Matériel. In the event the Board is unable to determine the person or persons entitled to receive the fair and just compensation to be paid for the property it will make its recommendation as to what further disposition should be made of the matter.

(k) *Procedure after hearing by Board of Contract Appeals.* If the person or persons entitled to receive fair and just compensation for the property has or have been determined, the Chief Requisition Officer will request such person or persons to accept the amount so determined as fair and just compensation for the proerty and to execute and acknowledge, in triplicate, a Stipulation and Release in the form of that set forth in § 814.1431, and if such Stipulation and Releases are executed, will transmit to the Legal Branch, Director of Matériel, one original of each thereof and a duly executed Certificate of Ownership and Fair and Just Compensation, in the form of that set forth in § 814.1430, modified as may be appropriate. If the person or persons entitled to receive the fair and just compensation for the property has or have not been determined or if such person or persons has or have been determined but refuse to execute such Stipulation and Releases, the Chief Requisition Officer will transmit to the Legal Branch, Director of Matériel, such a duly executed Certificate of Ownership and Fair and Just Compensation, modified as may be appropriate.

§ 814.1413 *Final determination of fair and just compensation.* Fair and just compensation for the property will be finally determined by the Under Secretary of War and, when so determined, the original and a duplicate original of the Award thereof will be transmitted to the Chief Requisition Officer for forwarding to the disbursing officer for payment in those cases in which the persons entitled to receive the compensation have been determined. Should it be impossible to determine the person or persons entitled to receive such compensation, the proper appropriation or fund will be charged with the amount of the Award and the Chief Requisition Officer will be advised as to the further disposition to be made of the matter.

§ 814.1414 *Payment of fair and just compensation.* The disbursing officer to whom an Award has been transmitted will make payment as provided in the Award except that if the person or persons entitled to receive the compensation shall refuse to accept the amount so awarded as full and complete compensation for the property taken, or for his interest therein, the disbursing officer shall pay to him but 50% of the amount so awarded to him. Coincident with any such payment the disbursing officer will have the payee execute, in triplicate, an Acknowledgment of Receipt of such payment or a Stipulation, Release and Receipt, as shall be appropriate, in the form of that forwarded to him with such Award. Two executed copies of such Acknowledgement of Receipt or of such Stipulation, Release and Receipt will be returned by the disbursing officer to the Chief Requisition Officer, who will forward one executed copy to the Legal Branch, Director of Matériel.

SUBPART D—RETURN OF REQUISITIONED PROPERTY AND DISPOSITION OF PROCEEDS OF REQUISITIONED PROPERTY

§ 814.1415 *Return of requisitioned property to former owner under certain conditions.* The act of October 16, 1941, as amended, provides that whenever it is determined that property requisitioned under that act and retained is no longer needed for the defense of the United States it shall, if the original owner desires the property and pays the fair value thereof, be returned to such owner and that, in any event, property so acquired and retained shall, if such owner desires the property and pays the fair value thereof, be returned to him not later than December 31, 1944. Should a technical service determine that property requisitioned by it and retained is no longer needed for the defense of the United States it shall advise the Legal Branch, Director of Matériel, which will prescribe the procedure to be followed in effecting its return.

§ 814.1416 *Disposition of proceeds from property requisitioned and sold or disposed of under 1940 act.* The act of October 10, 1940, as amended, provides that any moneys received by the United States as the proceeds of any sale or other disposition of property requisitioned thereunder or any portion thereof shall be deposited to the credit of the appropriation out of which was paid the cost to the Government of the property thus sold or disposed of, and the same shall immediately become available for the purpose named in the original appropriation.

§ 814.1417 *Form of Proposal and Statement Under the 1940 act.*

PROPOSAL

For Requisitioning and Disposal of Property under the Act of October 10, 1940, As Amended

1. Description of the property: (In as great detail as possible, specifying quantity, quality, shapes, sizes, etc. The specifications may be set forth in an attached statement.)

2. Present location of the property:

Name of Holder	*Address*

3. Beneficial owner of the property (if known):

Name	*Address*

4. All other persons known to or who may have an interest in the property or who may claim a right to share in the award of compensation:

Name	*Address*	*Nature of Interest or Claim*

5. Use or intended use or disposition of the property by present owner:

6. Person or persons to whom it is proposed to sell or otherwise dispose of the property upon its being requisitioned:

7. Use to be made of the property by persons described in 6:

8. The property was ordered, manufactured, procured or possessed for export and intended for shipment to the country stated below (state the prohibition or curtailment of export):

9. The undersigned hereby declares and certifies that all of the facts set forth above and in the annexed Statement are true to the best of his knowledge and belief and that, upon the basis thereof, he believes that:

(a) such property is of the type which may be requisitioned under the Act of October 10, 1940, as amended;

(b) it is necessary in the interest of national defense to requisition and take over such property for the use or operation by the United States or in its interest; and

(c) it is in the public interest that such property be sold or disposed of as above provided.

This certificate is executed by a duly authorized officer of _____
(Technical Service)

this _____ day of _____, 194__.

_____
_____
_____
(Name, title and address of Initiating Requisition Officer)

This Proposal and the annexed Statement are in all respects approved on behalf of the

_____
(Chief of the Technical Service)

and _____ is hereby designated the Initial Compensation Officer.

_____
_____
_____
(Name, title and address of Chief Requisition Officer)

STATEMENT

1. It is necessary in the interest of national defense or prosecution of war to requisition the property described in the annexed Proposal for the use or operation by the United States or in its interest, for the following reasons:

2. It is in the public interest that such property be sold or disposed of as provided in the Proposal, for the following reasons:

3. The following negotiable documents of title, relating to the property are outstanding and held by the following persons (if known):

Name	*Address*

4. Such property was not purchased for the following reasons:

5. The nature and extent of inquiry made to ascertain possible owners of, and claimants of interest in, the property was:

6. The ceiling or fixed price, if any, established by the Office of Price Administration, or otherwise established by law, applicable to the property is $_____, the applicable price regulation or schedule being (if known):

7. The fair market value of the property, as indicated by the following recent sales of similar property at or near the situs of the property, is believed to be:

8. Payment for the property will be made by the United States from the appropriation (or funds) _____

the available balance of which is sufficient to cover the cost of the same. The appropriation (or funds) indicated has been obligated for such payment in the amount of $_____.

9. Name and address of finance officer who should be designated to make payment of the approved award of compensation:

Officer	Address

10. Cost and charges incurred subsequent to the execution of the Requisition, and relating to the requisitioned property, should be referred for payment to:

Office	*Address*

11. The following officers, agents, or employees of the United States are available to serve personally the Requisition at or near the situs of the property:

Name and Title	*Street Address*	*City and State*

12. When the property has been requisitioned, the Serving Officer is hereby directed to make the following disposition of the property:

13. The full name, title and address of the Initiating Requisition Officer signing the Proposal is:

_____
_____
_____
_____

§ 814.1418 *Form of Proposal and Statement Under the 1941 Act.*

PROPOSAL

For Requisitioning and Disposal of Property under the

Act of October 16, 1941, As Amended

1. Description of the property: (In as great detail as possible, specifying quantity, quality, shapes, sizes, etc. The specifications may be set forth in an attached statement.)

2. Present location of the property:

Name of holder	*Address*

3. Beneficial owner of the property (if known):

Name	*Address*

4. All other persons known to have, or who may have, an interest in the property or who may claim a right to share in the award of compensation:

Name	*Address*	*Nature of Interest or Claim*

5. Use or intended use or disposition of the property by the present owner:

6. Person or persons to whom it is proposed to sell or otherwise dispose of the property upon its being requisitioned:

Name	*Address*

7. Use to be made of the property by person or persons described in 6:

8. The undersigned hereby declares and certifies that all of the facts set forth above and in annexed STATEMENT are true to the best of his knowledge and belief and, that, upon the basis thereof, he believes that:

a. The property described is of the type which may be requisitioned under the Act of October 16, 1941, as amended;

b. Such property is needed for the defense of the United States;

c. The need for such property is immediate and impending and such as will not admit of delay or resort to any other source of supply;

d. All other means of obtaining the use of such property for the defense of the United States upon fair and reasonable terms have been exhausted;

e. Such property is not a firearm possessed by an individual for his personal protection or sport, the possession of which is not prohibited by existing law;

f. The taking of such property will not impair or infringe in any manner the right of any individual to keep or bear arms.

This certificate is executed by a duly authorized officer of _____ (Technical Service) this _____ day of _____, 194__.

_____
_____
_____
(Name, title and address of Initiating Requisition Officer)

This Proposal and the annexed Statement are in all respects approved on behalf of _____

_____
(Chief of the Technical Service)

and _____ is hereby designated the Initial Compensation Officer.

_____
_____
_____
_____
(Name, title, and address of Initiating Requisition Officer)

STATEMENT

1. The use of the property described in the annexed Proposal is needed for the defense of the United States for the following reasons in addition to those stated in item 7 of the Proposal:

2. The need for such property is immediate and impending and such as will not admit of delay or resort to any other source of supply for the following reasons:

3. All other means of obtaining the use of such property for the defense of the United States upon fair and reasonable terms have been exhausted as indicated by the following:

4. The requisitioning of the property will have the following effect upon the business of the owner (if known):

5. The following negotiable documents of title relating to the property are outstanding and held by the following persons (if known):

Name	*Address*

6. The nature and extent of the inquiry made to ascertain possible owners of, and claimants of interest in, the property, was:

7. The ceiling or fixed price, if any, established by the Office of Price Administration, or otherwise established by law, applicable to such property is $_____, the applicable price regulation or schedule being (if known):

8. The fair market value of the property, as indicated by the following recent sales of similar property at or near the situs of the property, is:

9. Payment for the property will be made by the United States from the appropriation (or funds) _____

_____
the available balance of which is sufficient to cover the cost of the same. The appropriation (or funds) indicated has been obligated for such payment in the amount of $_____.

10. Name and address of finance officer who should be designated to make payment of the approved award of compensation.

Officer	*Address*

11. Cost and charges incurred subsequent to the execution of the Requisition, and relating to the requisitioned property, should be referred for payment to:

Office	*Address*

12. The following officers, agents, or employees of the United States are available to serve personally the Requisition at the location of such property:

Name and Title	*Street Address*	*City and State*

13. When the property has been requisitioned, the Serving Officer is hereby directed to make the following disposition of the property:

14. The full name, title, and address of the Initiating Requisition Officer signing this Proposal is:

_____
_____
_____

§ 814.1419 *Form of Requisition Under the 1940 Act.*

REQUISITION BY THE UNITED STATES OF AMERICA UNDER ACT OF OCTOBER 10, 1940, AS AMENDED

War Department Requisition No. _____

TO:

It having been determined in the manner provided for in the Act of October 10, 1940 (54 Stat. 1090), as amended, and the Executive Orders thereunder, that it is necessary in the interest of national defense to requisition and take over for the use or operation by the United States or in its interest the following property:

_____
_____

And all approvals required by such Executive Orders having been given, you are therefore authorized and commanded to take said property and the possession thereof for the purposes above specified; to receipt for the same in the name of the United States; to dispose of the same as directed; and to the end that, among other things, fair and just compensation therefor may be ascertained, to make return of all things done and proceedings had in the execution of this requisition.

All persons having any claim to or interest in any of the above-described property are directed to give notice of their claims at once to _____ who will prescribe the form and manner of presenting such claims.

Washington, D. C., _____, 194__

_____
_____

§ 814.1420 *Form of Requisition Under the 1941 act.*

REQUISITION BY THE UNITED STATES OF AMERICA UNDER ACT OF OCTOBER 16, 1941, AS AMENDED

War Department Requisition No. _____

TO:

It having been determined in the manner provided for in the Act of October 16, 1941 (55 Stat. 742), as amended, and the Executive Orders thereunder that the use of the following property is needed for the defense of the United States that such need is immediate and impending and such as will not admit of delay or resort to any other source of supply; and that all other means of obtaining the use of such property for the defense of the United States upon fair and reasonable terms have been exhausted:

_____
_____

And all approvals required by such Executive Orders having been given, you are therefore authorized and commanded to take said property and the possession therefor for the purposes above specified; to receipt for the same in the name of the United States; to dispose of the same as directed; and, to the end that, among other things, fair and just compensation therefor may be ascertained, to make return of all things done and proceedings had in the execution of this requisition.

All persons having any claim to or interest in any of the above-described property are directed to give notice of their claims at once to _____ who will prescribe the form and manner of presenting such claims.

Washington, D. C., _____, 194__

_____
_____

§ 814.1421 *Form of the Receipt and the Return on reverse of the Requisition.*

THE RECEIPT

Received from _____ at _____ on the ____ day of _____, 194__, in _____ condition, the property covered by the Requisition on the reverse hereof, except as indicated below.

THE UNITED STATES OF AMERICA,
By _____
Title _____

THE RETURN

The Requisition on the reverse hereof was served by me by showing the Original to, and leaving a copy thereof with _____ at _____ this _____ day of _____, 194__.

And in the name of the United States I also give to _____ a receipt for the property, taking possession of the same.

_____
Title _____

EXCEPTIONS AND REMARKS

§ 814.1422 *Form of Notice of Requisition.*

NOTICE OF REQUISITION

War Department Requisition No. _____

To all persons known to have or claim an interest in the property described below:

Please take notice that the property described below was on _____, 194__, requisitioned and taken over for the defense of the United States:

which property at the time of the taking was located at _____

If you had or claimed any interest in such property at the time it was requisitioned you are required to give notice of your claim at once to:

who will prescribe the form and manner of presenting such claim.

Notice of the requisitioning of such property is being given to:

_____
_____
_____
_____

If you know of any other person, firm or corporation which had, or may claim, any interest in the requisitioned property you should so advise at once, specifying in detail the name and address of such person, firm or corporation and the nature of such interest.

Date _____, 194__

_____
_____
(Chief Requisition Officer)

§ 814.1423 *Form of Report of Serving Officer.*

REPORT OF SERVING OFFICER

War Department Requisition No. _____

The undersigned hereby reports and certifies that:

1. The above-numbered War Department Requisition, dated _____, authorizing the taking for the defense of the United States of the following property:

was by me served in person by exhibiting the original manually signed Requisition to, and by leaving a copy thereof (with the Receipt on the reverse thereof duly completed and signed) with, _____;

2. Notices of Requisition, a conformed copy of which as served is annexed, were by me served in person upon:

Name	Address

and were by me served by registered mail, return receipt requested, upon:

Name	Address

which receipts, when returned, will be forwarded by me to _____ (Chief Requisition Officer who signed the proposal)

3. Inquiry made by me indicates that the following persons in addtion to those enumerated in paragraph 2 above may have, or assert an interest in the property at the time it was requisitioned or a right to be compensated by reason of its taking.

Name	Address	Nature of Interest

4. The nature and extent of such inquiry was:

5. Such inquiry included (did not include) search of appropriate recording and registry records to ascertain the existence of recorded liens against the property.

6. All the property described in the Requisition was taken thereunder except: _____ which was _____ not taken for the following reasons:

7. The following is a more detailed description of the property taken than that set forth in the Requisition:

8. The property taken was disposed of as follows:

9. The condition of the property at the time it was taken was (state fully any factors of condition which may assist in determining the amount of compensation to be paid):

10. Before requisitioning, the property was used as follows:

11. The cost of the property to the owner was:

12. The age of the property at the time the Requisition was served was:

13. The owner had taken depreciation on the property for tax purposes to the extent of:

14. The following negotiable documents of title relating to the property were transmitted to the Initial Compensation Officer designated in the Proposal:

_____
Dated:

_____
_____
(Name and title of Serving Officer)

§ 814.1424 *Form of Notice to Present Claims.*

NOTICE TO PRESENT CLAIMS

War Department Requisition No. _____

To all persons known to have or claim an interest in the property described below:

Please take notice that the property described below was on _____, 194__, requisitioned and taken over for the defense of the United States:

which property at the time of the taking was located at _____

If you had or claimed any interest in such property at the time it was requisitioned you are required to file a claim specifying in detail the nature of your interest. Proof of Claim in the attached form must be filed in triplicate.

If you did not have or claim any interest in such property you are required to file a Disclaimer in the form attached. Such Disclaimer must be filed in triplicate.

Such documents MUST be filed within thirty days of the service hereof with:

_____
unless he extends in writing the time for such filing.

Notice of this requisition has been given to:

_____
_____
_____
_____

If you know of any other person, firm or corporation which had, or may claim, an interest in the requisitioned property you should so advise at once, specifying in detail the name and address of such person, firm or corporation and the nature of such interest.

Dated: _____, 194__

_____
_____
_____

§ 814.1425 *Intructions for the preparation and submission of documents.*

1. Each Proof of Claim and Disclaimer will be filed in triplicate as directed in the annexed Notice to Present Claims.

2. Such documents and all other papers filed will be typewritten on one side of the page only with a margin of 1½" at the top and on the left side of the page.

3. A good quality of white paper stock 8" x 10½" shall be used.

4. Each page will be numbered at the bottom.

5. Each document having more than one page will be secured with a fastener at the top of the page.

6. Proofs of Claim will be in the form prescribed, will contain all the averments indicated in the prescribed form and will be executed and verified as therein prescribed. Disclaimers will be in the prescribed forms and will be duly executed and acknowledged.

7. Claimant will attach to his Proof of Claim such evidence of the title or interest in the requisitioned property which claimant claimed at the time of taking, such as bills of sales, warehouse receipts, trust receipts, etc., or otherwise; such evidence of his payment for the property; and such evidence as to the propriety of the amount of his claim, such as invoices, etc., as shall be appropriate in the particular case. Documents so attached should be originals or photostat copies.

8. If Claimant is a corporation or an association, there will be annexed to the Proof of Claim certified copy of a duly adopted resolution of its Board of Directors or Trustees authorizing the filing of the Proof of Claim. If Claimant is a foreign Government, or an individual desiring to act through an attorney-in-fact, a form of power of attorney which will be acceptable will be supplied on request.

§ 814.1426 *Form of proof of claim.*

In the matter of: (Here insert the name of the person, firm or corporation on whose behalf this proof of claim is being filed)	War Department Requisition No. _____

PROOF OF CLAIM

(Here insert full name and address of claimant and, if a corporation, its principal place of business and state of incorporation) hereby files proof of claim with the United States and avers:

1. That claimant is entitled to fair and just compensation in the amount of $_____ on account of the taking by the United

been exhausted;

States, on the _____ day of _____, 194____, under War Department Requisition No. _____, of the following personal property:

_____

_____

(If the description or quantity of the property claimed to have been taken differs from the description and quantity as stated in the Requisition, set forth the differences in a concise and clear manner.)

2. That claimant had, on the date of such taking, the following right, title and interest in and to such property:

(State fully claimant's interest in the property at the time of taking; i. e., whether he was the sole owner or claimed some other interest in the property; how and when such interest was acquired; etc.; also referring to documents evidencing claimant's title, annexing original or photostat copies thereof).

3. That no other persons had any right, title or interest in the property at the time of such taking thereof by the United States except:

_____

(If no exceptions so state; otherwise state names and addresses of all other persons having an interest in the property, describing the nature of their respective interests.)

4. That the amount claimed above as fair and just compensation for the interest in the property which claimant avers above was arrived at as follows:

_____

_____

5. That claimant is the present owner of this claim and that neither this claim nor any interest in it has been transferred, sold, pledged or assigned; and, that if such claim or any part thereof is otherwise paid or satisfied, claimant will give prompt notice thereof.

6. _____ is hereby authorized to represent and act for claimant in this proceeding in all respects, including authority to agree as to the amount representing fair and just compensation for the property.

7. Wherefore, claimant requests that fair and just compensation be determined in accordance with the applicable laws, Executive Orders, regulations and rules.

Dated at _____, State of _____ this _____ day of _____, 194____

_____

(Name of Claimant and, if a corporation, partnership, or other entity, name of person authorized to sign, with designation of his title)

Address: _____

Name and address of attorney, if any: _____

_____

§ 814.1427 *Forms of verification*—(a) *Form of verification by an individual.*

State of _____

County of _____

City of _____

(Insert here name of claimant), being first duly sworn, deposes and says that he is the claimant in the above entitled proceeding; that he has read the foregoing Proof of Claim and knows the contents thereof, and that the averments in said Proof of Claim are true of his own knowledge, except as to matters which are therein stated on information or belief, and that as to those matters, he believes the averments to be true.

_____

Subscribed and sworn to before me this____ _____ day of _____, 194___

_____

Notary Public in and for the _____ _____ of _____ State of _____

(b) *Form of verification by a corporation.*

State of _____

County of _____

City of _____

(Insert here name of officer or director of the corporation), being first duly sworn, deposes and says that he is the (insert title) of the (insert name of corporation), claimant in the above entitled proceeding; that he is authorized to, and does make this affidavit in its behalf; that he has read the foregoing Proof of Claim and knows the contents thereof, and that the averments in said Proof of Claim are true of his own knowledge, except as to matters which are therein stated on information or belief, and that as to those matters, he believes the averments to be true.

_____

Subscribed and sworn to before me this____ _____ day of _____, 194____

_____

Notary Public in and for the _____ _____ of _____, State of _____

(c) *Form of verification by, or on behalf of a foreign government.*

State of _____

County of _____

City of _____

_____, being first duly sworn, deposes and says that he is the duly constituted authorized representative of____ _____ a foreign government, that he has read the foregoing Proof of Claim and knows the contents thereof and that the averments in said Proof of Claim are true of his own knowledge except as to the matters therein stated on information and belief, and that as to those matters he believes the averments to be true.

_____

Official Title_____

Subscribed and sworn to before me this____ _____ day of _____, 194____

_____

Notary Public in and for the _____ _____ of _____, State of _____

§ 814.1428 *Form of Disclaimer.*

DISCLAIMER

War Department Requisition No._____

_____

(Insert name)

having received due notice of the service of the War Department Requisition No.____, dated _____, does hereby disclaim any right, title or interest in or to the property taken under such Requisition and any claim for compensation on account of its such taking.

Dated: _____

_____, 194__

(Attest:

_____

_____[1]

_____

(Add appropriate Acknowledgement of Execution and Authority to Execute.)

[1] Omit if not a corporation.

§ 814.1429 *Form of Notice of Preliminary Determination of Fair and Just Compensation.*

NOTICE OF PRELIMINARY DETERMINATION OF FAIR AND JUST COMPENSATION

War Department Requisition No. _____

TO ALL PERSONS KNOWN TO CLAIM AN INTEREST IN THE PROPERTY DESCRIBED BELOW:

PLEASE TAKE NOTICE that the following preliminary determination has been made with respect to the property described below which was requisitioned by the United States.

Description of Property: _____

_____

_____

Preliminary determination of fair and just compensation therefor: _____

_____

_____

which sum is hereby offered to the person or persons entitled thereto as their interests may appear.

This determination relates only to the aggregate amount of compensation. Payment can be made only to persons who show, to the satisfaction of the Requisitioning Authority, that they are entitled thereto.

If you have any objection to the above preliminary determination, such objection must be made in writing within 30 days of the date hereof and must specify in detail the grounds for such objection.

All communications should bear the reference number appearing above and should be addressed to:

Dated: Washington, D. C.

_____, 194____

_____

_____

(Chief Requisitioning Officer)

§ 814.1430 *Form of Certificate of Ownership and Fair and Just Compensation.*

CERTIFICATE OF OWNERSHIP AND FAIR AND JUST COMPENSATION

War Department Requisition No._____

The undersigned hereby reports and certifies:

1. That the following property was taken for the defense of the United States under the above-numbered Requisition:
2. That he has determined, on behalf of his technical service or service command, $_____ to be fair and just compensation for the property, which amount is within/exceeds the applicable ceiling or fixed price for such property established by the Office of Price Administration, or otherwise established by law; and that such amount was determined and arrived at as follows:
3. That the following inquiry was made to ascertain the former owners of, and claimants of interest in, the property:

_____

as a result of which Notices of Requisition were served upon the following persons:

Name	*Address*	*Nature of Interest or Possible Interest*
_____	_____	_____

4. That he has determined that the following are the only persons who owned, or had any interest in, the property at the time it was so taken:

Name	*Address*	*Nature of Interest*
_____	_____	_____

such determination being based upon the following:

_____

5. That Notice of Preliminary Determination of Fair and Just Compensation for the property was duly served upon:
6. That the undersigned has determined that the fair and just compensation for the property should, and may safely, be paid to the following persons in the following amounts:

Name	*Address*	*Amount*
_____	_____	_____

7. That the following of such persons have agreed to accept such respective sums in full satisfaction and discharge of their respective claims for fair and just compensation on account of the taking of the property, as evidenced by the Stipulation and Releases annexed hereto:

_____

Upon the foregoing, the undersigned recommends that $_____ be determined to be fair and just compensation for the property taken for the defense of the United States under War Department Requisition No. _____

and that an Award of Fair and Just Compensation be made directing that such amount be paid by _____, as disbursing officer, from allotment or appropriation _____, to the persons enumerated, and in the respective amounts stated, in paragraph 6 hereof.

Dated:

_____

_____

(Chief Requisitioning Officer)

§ 814.1431 *Form of Stipulation and Release.*

In the Matter of the Claim of: (Insert Name of Claimant)	War Department Requisition No.. _____

STIPULATION AND RELEASE

It is hereby stipulated and agreed by _____ to and with the United States of America:

1. That War Department Requisition No. _____, which was duly issued pursuant to and in conformity with the Act of _____, as amended, was duly served on _____ by _____ on _____, 194__ and a due and proper receipt given by the United States for the property taken thereunder; and that due and proper Notice of Requisition thereof was served upon the undersigned;
2. That the property authorized to be taken by said War Department Requisition No. _____, and no other property, was taken by the United States, such property authorized to be taken and taken being:

_____

which property at the time of its taking, was located at _____;

[[3. That the undersigned stipulates and agrees that $_____ represents, and is, full, fair and just compensation for such property:]]

4. That, at the time such property was requisitioned, the undersigned had, and hereby warrants to the United States that it had, the following interest in such property:

(If the sole owner thereof, state "full right, title and interest therein, free of all liens and incumbrances of every nature.")

[[and that, at such time, the following other persons and no others, had an interest in such property and therefore are entitled to receive the following proportional amounts of such fair and just compensation:

Name	*Address*	*Interest*	*Amount*]]
_____	_____	_____	_____

5. That the undersigned agrees to accept $_____, without interest, in full and complete settlement and satisfaction of its said interest in such property and of all claims which it has or may have against the United States and its officers, agents and employees on account of the requisitioning of such property;

[6. And that, upon payment by the United States to the undersigned of such $_____, the undersigned will, and it hereby does, agree to indemnify and save harmless the United States from and against any and all claims which may be asserted against the United States, its officers, agents and employees for compensation on account of such taking by the United States of such property [other than claims by the persons, and not in excess of the respective amounts, referred to in paragraph 4 above]; and if it shall hereafter be determined by final judgment or decree of a court of competent jurisdiction that the United States is obligated to pay to any person, other than the undersigned [and those persons referred to in paragraph 4 above] compensation on account of its such taking of such property [or obligated to pay to the persons, or any of them referred to in said paragraph 4, compensation in an amount greater than that there provided,] the undersigned, upon demand, will reimburse the United States the amount of all payments so made by it pursuant to such judicial determination and its costs and expenses in connection with such judicial proceedings, but in no event shall the undersigned reimburse, or be obligated to reimburse, the United States more than $_____ in the aggregate:]

7. And that the undersigned does hereby forever absolve, release and discharge the United States, its officers, agents and employees, and each of them from and of any and all claims which the undersigned has, may have, or could have, by reason of the taking of such property by requisition, for compensation on account of its taking and otherwise;

Provided that, the foregoing indemnity agreement and release are conditioned upon the payment to the undersigned by the United States of $_____, without interest.

_____

_____

Attest:

_____

(Appropriate Acknowledgment of Execution and Authority to Execute to be Added.)

NOTES: (1) The matter in double brackets may be omitted if the person executing is a lien claimant or a person other than the beneficial owner.

(2) The matter in single brackets should be omitted if there is but a single person entitled to receive the fair and just compensation.

§ 814.1432 *Form of Submission to War Department Board of Contract Appeals.*

SUBMISSION TO WAR DEPARTMENT BOARD OF CONTRACT APPEALS

War Department Requisition No. _____

The War Department Board of Contract Appeals is requested to make recommendation as to:

(a) The fair and just compensation (and/or)

(b) The person or persons entitled to receive the fair and just compensation to be paid for the property taken for the defense of the United States under War Department Requisition No. _____

1. The following is a complete and accurate description of the property taken under the Requisition:
2. The property was taken on _____ and, at the time of taking, was located at _____ in the possession or custody of_____;
3. Fair and just compensation for the property was preliminarily determined by the Initial Compensation Officer to be $_____ and by the Chief Requisition Officer to be $_____. The preliminary determination of the Chief Requisition Officer was subsequently revised to $_____ and was preliminarily determined to be payable to the following persons in the following amounts:
4. The following claimants have made the following objections to the amount so preliminarily determined to be payable to them:

and the Chief Requisition Officer is of the following opinion with respect to such objections:

5. There was/was not in effect at the time of the taking of such property the following ceiling/fixed price, established by _____, which ceiling/fixed price was applicable to sales of such property:
6. The undersigned is in doubt as to the persons entitled to receive the fair and just compensation to be paid for the property for the following reasons:
7. The following original documents are submitted herewith:

(1) Requisition, with Receipt and Return endorsed on the reverse thereof.

(2) Notice of Requisition which was served upon:

(3) Report of Serving Officer.

(4) Notice to File Claims.

(5) Report of the Initial Compensation Officer.

(6) Proofs of Claim filed by:

(7) Disclaimers filed by:

(8) Notice of preliminary determination of fair and just compensation which was served on:

(9) Written objections to such preliminary determination filed by:

8. Correspondence from the Board in respect of this matter should be addressed to:
9. The Board's decision in the matter should be delivered to _____ and to the Legal Branch, Director of Materiel, Headquarters, Army Service Forces.

_____

_____

(Chief Requisition Officer)

Dated _____

Approved _____

_____

(Chief of Technical Service)

SUBPART H—MANDATORY ORDERS

§ 814.1450 *Authority to place mandatory orders*—(a) *Basic statute.* Section 9 of the Selective Training and Service Act of 1940 (54 Stat. 892; 50 U. S. C. A. 309) provides:

The President is empowered, through the head of the War Department or the Navy Department of the Government, in addition to the present authorized methods of purchase or procurement, to place an order with any individual, firm, association, company, corporation, or organized manufacturing industry for such product or material as may be required, and which is of the nature and kind usually produced or capable of being produced by such individual, firm, company, association, corporation, or organized manufacturing industry.

Compliance with all such orders for products or material shall be obligatory on any individual, firm, association, company, corporation, or organized manufacturing industry or the responsible head or heads thereof and shall take precedence over all other orders and contracts theretofore placed with such individual, firm, company, association, corporation, or organized manufacturing industry, and any individual, firm, association, company, corporation, or organized manufacturing industry or the responsible head or heads thereof owning or operating any plant equipped for the manufacture of arms or ammunition or parts of ammunition, or any necessary supplies or equipment for the Army or Navy, and any individual, firm, association, company, corporation, or organized manufacturing industry or the responsible head or heads thereof owning or operating any manufacturing plant, which, in the opinion of the Secretary of War or the Secretary of the Navy shall be capable of being readily transformed into a plant for the manufacture of arms or ammunition, or parts thereof, or other necessary supplies or equipment, who shall refuse to give to the United States such preference in the matter of the execution of orders, or who shall refuse to manufacture the kind, quantity, or quality of arms or ammunition, or the parts thereof, or any necessary supplies or equipment, as ordered by the Secretary of War or the Secretary of the Navy, or who shall refuse to furnish such arms, ammunition, or parts of ammunition, or other supplies or equipment, at a reasonable price as determined by the Secretary of War or the Secretary of the Navy, as the case

may be, then, and in either such case, the President, through the head of the War or Navy Departments of the Government, in addition to the present authorized methods of purchase or procurement, is hereby authorized to take immediate possession of any such plant or plants, and through the appropriate branch, bureau, or department of the Army or Navy to manufacture therein such product or material as may be required, and any individual, firm, company, association, or corporation, or organized manufacturing industry, or the responsible head or heads thereof, failing to comply with the provisions of this section shall be deemed guilty of a felony, and upon conviction shall be punished by imprisonment for not more than three years and a fine not exceeding $50,000.

The compensation to be paid to any individual, firm, company, association, corporation, or organized manufacturing industry for its products or material, or as rental for use of any manufacturing plant while used by the United States, shall be fair and just: *Provided*, That nothing herein shall be deemed to render inapplicable existing State or Federal laws concerning the health, safety, security, and employment standards of the employees in such plant.

The power of the President under the foregoing provisions of this section to take immediate possession of any plant upon a failure to comply with any such provisions, and the authority granted by this section for the use and operation by the United States or in its interests of any plant of which possession is so taken, shall also apply as hereinafter provided to any plant, mine, or facility equipped for the manufacture, production, or mining of any articles or materials which may be required for the war effort or which may be useful in connection therewith. Such power and authority may be exercised by the President through such department or agency of the Government as he may designate, and may be exercised with respect to any such plant, mine, or facility whenever the President finds, after investigation, and proclaims that there is an interruption of the operation of such plant, mine, or facility as a result of a strike or other labor disturbance, that the war effort will be unduly impeded or delayed by such interruption, and that the exercise of such power and authority is necessary to insure the operation of such plant, mine, or facility in the interest of the war effort: *Provided*, That whenever any such plant, mine, or facility has been or is hereafter so taken by reason of a strike, lock-out, threatened strike, threatened lock-out, work stoppage, or other cause, such plant, mine or facility shall be returned to the owners thereof as soon as practicable, but in no event more than sixty days after the restoration of the productive efficiency thereof prevailing prior to the taking of possession thereof: *Provided further*, That possession of any plant, mine, or facility shall not be taken under authority of this section after the termination of hostilities in the present war, as proclaimed by the President, or after the termination of the War Labor Disputes Act; and the authority to operate any such plant, mine, or facility under the provisions of this section shall terminate at the end of six months after the termination of such hostilities as so proclaimed.

(b) *Delegation of statutory authority.* (1) By Executive Orders Nos. 8629 (6 F.R. 191), 9024 (7 F.R. 329), 9040 (7 F.R. 527), and 9125 (7 F.R. 2719) the Chairman of the War Production Board was authorized to perform the functions and exercise the authority vested in the President by section 9. By Executive Orders Nos. 9280 (7 F.R. 10179) and 9334 (8 F.R. 5423), the War Food Administrator was authorized to perform such functions and to exercise such authority with respect to food for human and animal consumption.

(2) The Secretary of War has assigned his powers, functions and duties under section 9 to the Under Secretary of War.

(3) The Chairman of the War Production Board has directed and empowered the Under Secretary of War to place orders pursuant to section 9 for such products or material, other than food intended for human or animal consumption, as the War Department may require; and the War Food Administrator has directed and empowered the Under Secretary of War to place orders pursuant to section 9 for food subsistence items.

(4) Under date of 22 May 1944, the Under Secretary issued the following memorandum.

Memorandum for The Commanding General, Army Service Forces.

Brigadier General Albert J. Browning, Special Representative of the Under Secretary of War.

Subject: Authority to place orders pursuant to Section 9 of the Selective Training and Service Act of 1940.

1. The Secretary of War has assigned to me the authority and discretion conferred upon him by Section 9 of the Selective Training and Service Act of 1940.

2. Under date of 7 February 1944 the Chairman of the War Production Board addressed to me the following letter:

"Under and by virtue of authority vested in me by Executive Order No. 9024, dated January 16, 1942, No. 9040, dated January 24, 1942 and No. 9125, dated April 7, 1942, which confer upon me power to exercise the authority vested in the President by section 9 of the Selective and Service Training Act of 1940, I hereby direct and empower you, in addition to the present authorized methods of purchase or procurement, to place orders pursuant to said Act with any individual, firm, association, company, corporation or organized manufacturing industry, for such product or material, other than food intended for human or animal consumption, as the War Department may require and which is of the nature and kind usually produced or capable of being produced by such individual, firm, company, association, corporation or organized manufacturing industry.

"Any order placed in accordance herewith shall take precedence over all other orders and contracts, except that where preference ratings, orders, or regulations issued by or with the authority of the War Production Board under Title III of the Second War Powers Act, 1942, are applicable, it shall take precedence in accordance with such preference ratings, orders or regulations.

"Any powers herein conferred upon you may be exercised by you through such officers or civilian employees of the War Department as may be designated in writing by you or by any person whom you have authorized to make such designation, with such powers of delegation and redelegation as you may deem appropriate."

3. Under date of 28 February 1944 the War Food Administrator addressed to me the following letter:

"Pursuant to the authority conferred by Executive Order No. 9280 dated December 5, 1942, and Executive Order No. 9334 dated April 19, 1943, which vested, in the War Food Administrator, control over the Nation's food program, including purchase and procurement of food by Federal agencies, I hereby direct and empower you, in addition to the present authorized methods of purchase or procurement, until further notice, to place orders pursuant to section 9 of the Selective Training and Service Act of 1940 for food subsistence items with any individual, firm, association, company, corporation, or organized manufacturing industry.

"Any order placed in accordance herewith shall take precedence over all other orders and contracts, except that where preference or priority ratings, orders or regulations issued by or with the authority of the War Food Administrator under Title III of the Second War Powers Act, 1942, are applicable, it shall take precedence in accordance with such preference or priority ratings, orders or regulations.

"Any powers herein conferred upon you may be exercised by you through such officers or civilian employees of the War Department as may be designated in writing by you or by any person whom you have authorized to make such designation, with such powers of delegation and redelegation as you may deem appropriate."

4. I hereby direct and empower each of you, in addition to the present authorized methods of purchase or procurement, to place orders pursuant to section 9 of the Selective Training and Service Act of 1940 in accordance with said section 9 and the authority so conferred upon me by the Chairman of the War Production Board and, in the case of the Commanding General, Army Service Forces, in accordance with the authority so conferred upon me by the War Food Administrator. The authority hereby conferred will be exercised by the Commanding General, Army Service Forces, as to procurement by the Army Service Forces and by my Special Representative as to procurement by the Army Air Forces and, in each case, subject to and in conformity with any rules and regulations issued pursuant to paragraph 5 of this memorandum. Any person acting at the time as Director, Purchases Division, Headquarters, Army Service Forces, may exercise the authority herein conferred upon, and act as, my such Special Representative.

5. The Commanding General, Army Service Forces, may prescribe by Procurement Regulations, manuals, or otherwise, rules and regulations, which have been cleared with the Army Air Forces in the manner provided in paragraph 107.4[1] of War Department Procurement Regulations, governing the exercise of the authority hereby conferred and, without limitation of the generality of the foregoing, such rules and regulations may require that (a) proposed orders shall be submitted for approval to, and (b) proposed redelegations of authority under this memorandum shall be subject to approval of the Director, Purchases Division, Headquarters, Army Service Forces, or whomsoever he may designate. Subject to such rules and regulations, my said Special Representative may prescribe rules and regulations governing the placement of such orders by the Army Air Forces.

6. Subject to any rules and regulations issued in accordance with paragraph 5 of this memorandum, any of the powers herein conferred upon you may be exercised by you through such officers or civilian employees of the War Department as may be designated in writing by you or by any person whom you have authorized to make such designation, with such powers of delegation and redelegation as you may deem appropriate.

ROBERT P. PATTERSON,
Under Secretary of War.

(c) *Authority delegated by these procurement regulations.* Subject to any restrictions provided by these procurement regulations (see e.g. paragraph (d)) or by manuals, rules or regulations issued pursuant to paragraph 5 of the memorandum of the Under Secretary of War set forth in § 814.1450 (b) upon the exercise of the authority delegated in this paragraph, there are hereby delegated to each of the chiefs of the technical services the authority to place orders pursuant to section 9 heretofore delegated by the Under Secretary of War to The Commanding General, Army Service Forces and to the Special Representative of the Under Secretary of War (see paragraph (b)). The powers herein delegated may be exercised by the chiefs of the technical services through such officers, civilian employees or agencies under their supervision as may be designated in writing by them or by any person authorized by them to make such designation, with such powers of delegation or redelegation as they may deem appropriate.

(d) *Limitation upon redelegation of authority.* All redelegations of the authority delegated by paragraph (c) made by the chiefs of the technical services will be subject to the prior written approval of the Director, Purchases Division, Headquarters, Army Service Forces, or whomsoever he may designate, except:

(1) Redelegations to persons in the headquarters offices of the Army Air Forces;

(2) Redelegations to persons in the headquarters offices of the major commands within the Army Air Forces; and

(3) Redelegations to persons in the headquarters offices of the chiefs of the technical services of the Army Service Forces.

§ 814.1451 *Definitions.* When used in this subpart:

(a) The term "chief of technical service" has the meaning set out in §§ 801.107 (i) and 801.108 (d) and (e), except that further delegations of the authority granted by § 814.1450 (c) shall be subject to the limitations and restrictions stated in § 814.1450 (c) and (d);

(b) The term "Director, Purchases Division," means the Director, Purchases Division, Headquarters, Army Service Forces, acting as such or, in respect of Army Air Forces matters, as Special Representative of the Under Secretary of War, or any person whom he may have authorized to act for him.

§ 814.1452 *Policy.* (a) Consistent with the War Department's policies of procuring the products and materials which it requires voluntarily and on a normal contractual basis, diligent efforts to negotiate a voluntary order or contract on reasonable terms will be made before resort is had to mandatory order. However, where such efforts are unavailing, a mandatory order will be placed in appropriate cases as provided in this subpart without delay. The policies governing placement of voluntary orders and contracts will similarly govern placement of mandatory orders, to the extent they are applicable.

(b) Appropriate inquiry and investigation in each case will be made to ascertain (1) that the products or materials proposed to be procured by mandatory order are of the nature and kind usually produced, or capable of being produced, by the proposed producer; and (2) that the proposed producer owns or operates a plant equipped for, or capable of being readily transformed into a plant for, the manufacture of the required products or materials in the quantities, with the specifications and under the conditions of the proposed order.

(c) Before any mandatory order is placed, careful consideration will be given to the necessity for the procurement and to the quantities and the specifications of the products or materials to be procured thereby in order to obviate, to the greatest extent possible, subsequent necessity of changing or cancelling the order. Care also will be exercised to provide, both in the mandatory order and in any change order, for delivery schedules which reasonably can be met in view of the preference rating, if any, assigned to the order and the ability of the proposed producer to obtain the materials and labor required to perform the order. After the order is placed, the technical service will give the producer such reasonable assistance in obtaining the materials and labor required for the performance of the order as he may request.

§ 814.1453 *Placing of mandatory orders*—(a) *Placing of mandatory orders.* (1) Any person who has been delegated authority to place mandatory orders (see § 814.1450 (c) and (d)) may place, and may instruct and authorize contracting officers to execute and serve or cause to be served, mandatory orders under section 9 for any product or material, except food for human or animal consumption other than food subsistence items, which his technical service is authorized to procure, under the following circumstances:

(i) With any individual, partnership, company or corporation, (but not an organized manufacturing industry) which has refused to accept a voluntary order or contract for such product or material, in any case in which he shall have determined:

(*a*) That (*1*) every reasonable effort to negotiate a voluntary order or contract with the proposed producer for the required product or material has been made; (2) that the terms of such voluntary order or contract were fair and reasonable under the ascertainable circumstances of the particular procurement; and (3) that, if the refusal to accept such voluntary order or contract was based upon price, the price offered, in his opinion and that of the chief price analyst of his technical service, or the person performing such function, was in light of pertinent data and information possessed by the technical service and furnished by the proposed producer, a reasonable price for the procurement;

(*b*) That the proposed producer owns or operates a plant within the United States which is equipped, without transformation, (see paragraphs (a) (1) (ii) and (b)) for procedure where transformation is necessary to produce, and is producing or is capable of producing therein, the required product or material in the quantities with the specifications and under the conditions of the proposed order (see § 814.1452 (b));

(*c*) That the product or material to be obtained by the order cannot be obtained from any other source with adequate assurance of satisfactory performance and timely deliveries; and

(*d*) That the total value of the procurement will not exceed $5,000,000.

Orders may be placed under such circumstances without further approval of higher authority.

(ii) Under such other circumstances as the Director, Purchases Division, shall have approved. Such approval will be obtained in any case in which the technical service desires to place, and believes section 9 authorizes the placing of, a mandatory order with persons or under circumstances other than those stated in subdivision (i) of this subparagraph.

(2) Requests for the approval required by subdivision (ii) will state the nature of the product or material; the proposed producer; the major terms of the proposed order, including the total value of the procurement; the efforts made to negotiate a voluntary contract or order, and if the refusal to accept such contract or order was based on price, the price offered and the reasons why it is believed to be a reasonable price; why the proposed producer is believed to be capable of producing, including his ability to obtain the required materials and labor, the product or material; the location of his plant; the reasons why it is believed that such plant is equipped without transformation to manufacture the product or material in accordance with the terms of the proposed order, or, if transformation is necessary, the facts which will justify a determination by the Under Secretary of War that the plant is one capable of being readily transformed into a plant for the manufacture of the product or material; whether the product or material can be obtained elsewhere with adequate assurance of satisfactory performance and timely deliveries; and such other information as may be pertinent in the particular case.

(3) Requests for the approval required by paragraph (a) (1) (ii) will be transmitted, by or with the approval of the chief of the technical service, by written memorandum unless the need for the product or material is so urgent as to indicate more prompt action, in which event the required information may be transmitted by teletype or telegraph message or by telephone.

(4) Approval of the Director, Purchases Division, of the placing of any mandatory order under paragraph (a) (1) (ii), if given, will be by written memorandum or indorsement, by teletype or telegraph message or by telephone and the mandatory order may thereupon be placed in accordance therewith. All such mandatory orders will be placed in accordance with any conditions or provisions of such approval.

(b) *Placing of change orders.* Any person who has been delegated authority to place mandatory orders (see § 814.1450 (c) and (d)) may instruct and authorize contracting officers to execute and serve, or cause to be served, upon any person then producing under a mandatory order, change orders which decrease the quantities, or change the specifica-

[1] § 801.107 (d).

tions or delivery schedules or the delivery, packing, marking and shipping instructions stated in such mandatory order, in any case in which he shall have determined (1) that the provisions of the change order are necessary in the interest of the war effort, and (2) that the producer is capable of producing the product or material called for by the mandatory order, as modified by such change order, and without a transformation of his plant. No such change order will increase the quantities stated in the mandatory order or so substantially change the specifications as to alter the basic nature of the original procurement.

§ 814.1454 *Provisions of mandatory orders*—(a) *General.* (1) Mandatory orders will be in the form of order set forth in § 814.1460 (a) with such minor modifications therein as may be appropriate under the circumstances of the particular procurement. No substantial changes therein will be made without approval by or on behalf of the Director, Purchases Division.

(2) Change orders will be substantially in the form set forth in § 814.1460 (b).

(3) The blank relating to date in paragraph 5 of the mandatory order will be the earliest date which the producer practicably can supply such data.

(b) *Assignment of preference rating.* Mandatory orders will be assigned the same preference rating as would have been assigned if a voluntary contract were placed for the product and materials, and in the same manner (see § 814.1460 (a) (4)).

(c) *Numbering and distribution of mandatory orders.* Mandatory orders, change orders, and supplemental agreements to mandatory orders will be numbered and distributed in the same manner as voluntary contracts. (See Part 803, Subparts C and D.)

§ 814.1455 *Financing of the producer.* Should the producer require financing in connection with the performance of the order, in an appropriate case such financing may be provided by a direct Government loan or a guaranteed loan to the producer in conformity with the provisions of §§ 803.319 and 803.320 of these procurement regulations.

§ 814.1456 *Service of mandatory orders*—(a) *Method of service.* Where practicable, each mandatory order and change order will be served by hand by a commissioned officer or a United States Marshal or Deputy Marshal upon the proposed producer. If the proposed producer is a partnership, such service will be made upon a partner thereof; if a corporation, upon any officer or agent authorized to act for, bind, or accept service for such corporation. If personal service is impracticable or will involve unreasonable delay, service may be made by mailing, by registered mail, return receipt requested, the mandatory order or change order, addressed to the proposed producer at its usual place of business. The copy of the mandatory order or change order so served will be a duplicate number thereof.

(b) *Return of service.* Promptly after service of a mandatory order or change order the officer making service thereof will execute a certificate as to the time and method of service, the original of which, together with the registered mail receipt, if any, will be attached to the true copy of the mandatory order or change order, as served, to be retained in the files of the technical service.

(c) *Report of service.* Promptly after service of a mandatory order or change order there will be transmitted through channels to the Director, Purchases Division, (1) a copy of the order as served, (2) a copy of such certificate of service and (3) unless already transmitted under § 814.1453 (a) (2), a report containing the data called for by that § 814.1453 (a) (2). In case of the Army Air Forces, transmittal will be through the Army Air Forces, Procurement Liaison Branch, Purchases Division, Headquarters, Army Service Forces.

§ 814.1457 *Determination of reasonable price*—(a) *General.* Persons with whom a mandatory order is placed are entitled to fair and just compensation for the products or materials ordered thereby and are required, under the penalties provided in section 9 of the Selective Training and Service Act (see § 814.1450 (a) (1)), to furnish such products or materials at a reasonable price as determined by the Secretary of War. Such reasonable price will be determined, as hereinafter provided, as promptly as practicable after the placing of the order and the technical service will act with utmost expedition to the end that such price may be fixed, and the producer notified thereof at the earliest practicable date and, whenever possible, prior to the date of the first deliveries scheduled under the order. In each case such reasonable price will be fixed on a unit price basis and will be stated in terms of unit prices.

(b) *Determination by agreement.* All reasonable attempts will be made promply upon the placing of a mandatory order voluntarily to negotiate with the producer, in accordance with any applicable principles set forth in these procurement regulations and Army Service Forces Manual M 601, unit prices for the products or materials to be furnished under the order. Unless the mandatory order has been superseded by a voluntary agreement as permitted by § 814.1458, and if the producer is willing promptly to agree to prices which the chief of the technical service or whomsoever he may designate, deems reasonable under the circumstances of the procurement, an agreement, supplemental to the mandatory order, will be entered into and executed by the contracting officer and producer, (1) setting forth such agreement as to prices, (2) stating that such prices constitute fair and just compensation for the products or materials delivered or to be delivered under the order and (3) containing a waiver by the producer of a determination of reasonable price by the Secretary of War.

(c) *Transmittal of price data.* Unless such agreement as to unit prices is promptly reached and entered into, there will be transmitted through channels to the Director, Purchases Division, such data and information as shall be necessary to permit such reasonable price to be determined by the Under Secretary of War. Such data and information will include the price and other data submitted by the producer, the technical services' analysis and evaluation of such data, the prices which the producer has requested, the prices being paid to, and the experienced and estimated costs of, other producers for the same or comparable products and materials, and the delivery schedules relating thereto, all then available and pertinent information as to the producer's probable cost of producing the products and materials, a statement of past negotiations with the producer for the same or comparable products and materials, and such other information as shall be appropriate. Such data and information will be accompanied by the recommendation of the chief of the technical service as to the unit prices which he deems reasonable for the products and matrials to be furnished under the order.

(d) *Determination of price.* Upon the basis of the data and information so submitted and all other available data the reasonable unit prices for the products and materials will be determined by the Under Secretary of War, and the chief of the technical service promptly will be advised as to such determination.

(e) *Supplement to order stating price.* The contracting officer, by letter signed by him and making reference to the mandatory order by number, promptly will advise the producer as to the reasonable prices so determined.

(f) *Redetermination of price as a result of change orders.* In any case in which a change order to a mandatory order (which has not been superseded by a voluntary agreement as permitted by § 814.1458 so modifies the procurement as equitably to require an adjustment in unit prices theretofore determined either by agreement with the producer or by the Under Secretary of War, as above provided, such unit prices will be redetermined in respect of the products or materials to be affected by such change order and still to be furnished under the mandatory order. Such unit prices will be redetermined by agreement as provided in paragraph (b), if the producer is willing to agree to prices which the chief of the technical service deems reasonable and to enter into an agreement of the nature described in paragraph (b); otherwise they will be redetermined by the Under Secretary of War. In such latter event, there will be transmitted to the Director, Purchases Division, all data and information necessary for such redetermination by the Under Secretary of War, together with the recommendation of the chief of the technical service as to such unit prices as provided in paragraph (c) and the producer will be advised of the redetermined prices, as provided in paragraph (e).

(g) *Redetermination of price upon termination in whole or in part.* In the event a mandatory order is terminated in whole or in part for the convenience of the Government prior to completion of deliveries thereunder, (1) the products and materials completed before the effective date of such termination will be paid for at the unit prices determined as above provided, and (2) fair and just compensation for the work done in connection with the uncompleted portion of the order as far as terminated, including reasonable termination costs (see § 814.1460 (a) (15)), will be determined by agreement with the producer if he is willing to agree to compensation which the chief of the technical service, or whomsoever he may designate, deems to be fair and reasonable for the work done in connection with the uncompleted portions of the order; otherwise such fair and just compensation will be determined by the Under Secretary of War. In such latter event there will be transmitted to the Director, Purchases Division, all data and information necessary for such determination by the Under Secretary of War, together with the recommendation of the chief of the technical service as to the amount which he deems to be such fair and just compensation, and the producer will be advised of such determination as provided in (e).

§ 814.1458 *Execution of voluntary agreements.* A mandatory order may, at any time after it has been served and prior to the completion of payments thereunder, be superseded by and merged into a voluntary contract, if the producer is willing to enter into such a voluntary contract on terms satisfactory to the chief of the technical service. Such voluntary contract shall require only such approvals as would then be required if the procurement had been originally made by voluntary contract and no mandatory order issued.

§ 814.1459 *Non-compliance with mandatory orders.* Should any person upon whom a mandatory order has been served refuse to comply with the terms thereof in any respect, the chief of the technical service placing such order promptly will advise the Director, Purchases Division, as to the nature of such non-compliance and of the reasons therefor given by the producer, and will make recommendation as to the action which he believes should be taken against the producer on account of such non-compliance.

§ 814.1460 *Forms*—(a) *Form of mandatory order.*

WAR DEPARTMENT MANDATORY ORDER

Preference Rating----- Date----------
No----------

To: (Name)
(Address)

1. Pursuant to the authority conferred upon the President of the United States by section 9 of the Selective Training and Service Act of 1940, (54 Stat. 892, as amended by 57 Stat. 164; 50 U. S. C. 309); pursuant to [Executive Order Nos. 9024 (7 F.R. 329), 9400 (7 F.R. 527) and 9125 (7 F.R. 2719)][1]; and under authority from the [Chairman of the War Production Board][2] and the Secretary of War, the War Department hereby places an order with you for the furnishing and delivery of the products and materials hereinafter described, which are of the nature and kind usually produced or capable of being produced by you, and which are required by the War Department.

[1] If the order relates to food subsistence items, the matter in brackets will read: Executive Order Nos. 9280 (7 F.R. 10179) and 9334 (8 F.R. 5423).

[2] If the order relates to food subsistence items, the matter in brackets will read: War Food Administrator.

2. You are hereby ordered to proceed forthwith with the manufacture of such products and materials.

3. Compliance with this order is obligatory. Reference is hereby made to the penalties and other remedies available to the Government provided by said section 9 for a refusal to comply herewith.

4. This order shall take precedence over all other orders and contracts except that where preference ratings, orders or regulations issued by or with the authority of the War Production Board or the War Food Administration under Title III of the Second War Powers Act, 1942, are applicable, it shall take precedence in accordance with such preference ratings, orders or regulations. Preference rating ---------- has been assigned to this order. Claimant Agency Allotment Symbol ---------- is applicable to any class B items covered hereby. This symbol is assigned for identification purposes only, its use is governed by CMP Regulations and it cannot be used to obtain Controlled Materials.

5. You are entitled to fair and just compensation for the products and materials ordered hereby. The Contracting Officer, or his authorized representative, will promptly negotiate with you reasonable prices for such products and materials and until ----------(date)---------- or such later date as he may permit in writing, you may submit to him at ----------(place)---------- such price or other data as you believe pertinent to the determination of such reasonable prices. In the event agreement is reached with you as to such prices, an appropriate agreement supplemental to this order providing for such prices and waiving determination thereof by the Secretary of War will be executed with you; otherwise determination of such reasonable prices will be made by or on behalf of the Secretary of War, which, if accepted by you will be the measure of fair and just compensation to which you are entitled. In no event, however, will the prices for such products and materials exceed the ceiling or other prices for such products or materials established by the Office of Price Administration or otherwise established by law and in effect at the time of delivery.

6. This order may be superseded by and merged into a voluntary contract at any time, in the event you are willing to agree to terms for the procurement which the Contract Officer deems reasonable.

7. The Finance Officer, United States Army, at ---------- is designated as the Officer to make payments hereunder. The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the following allotments, the available balances of which are sufficient to cover the cost thereof:----------

(Here state allotments)

8. *Scope of the order.* You are ordered to furnish and deliver the following products and materials:
in strict accordance with the specifications, schedules and drawings annexed hereto, all of which are made a part hereof and designated as follows:

Delivery thereof shall be made as follows:

Packing, marking and shipping will be as follows:
----

9. *Changes.* The Government may at any time, by written order of the Contracting Officer, change the quantities, specifications and delivery schedules, and the delivery, packing, marking and shipping instructions, stated in paragraph 1 hereof, and this mandatory order shall thereupon be modified to the extent and in the manner provided in such change order. If any such change equitably requires an adjustment in the reasonable prices for the products and materials still to be delivered under the order, theretofore agreed to or determined as above provided, such reasonable prices will be modified by negotiation with you or, if agreement cannot be reached, redetermined by or on behalf of the Secretary of War. Unless you submit to the Contracting Officer a written request for such adjustment in price within ---------- days after receipt of each such change order, it will be assumed that the reasonable prices theretofore determined are satisfactory to you despite such change order.

10. *Inspection.* The Government may make inspection and test the material and workmanship incorporated in said products and materials at all times and places including, when practicable, during the manufacture, and may make inspection of the finished products or materials prior to or after delivery thereof. Special and performance tests shall be as described in the specifications. You shall furnish all reasonable facilities and assistance for the safe and convenient conduct for such inspections and tests as are to be made on your premises. Finished products and materials rejected because not complying with this order shall be removed by you at your expense unless the Contracting Officer or his representative determines that public necessity requires the acceptance thereof, in which event the reasonable price otherwise payable therefore will be reduced accordingly. Acceptance of products and materials not conforming to this mandatory order, modified as may be by any such change orders, shall in no way excuse you from the penalties provided by Section 9 of the Selective Training and Service Act of 1940, as amended, or make unavailable any of the remedies or provisions of said Section.

11. *Compliance with provisions of applicable laws and Executive orders.* Nothing contained in this order shall be deemed to render inapplicable in the performance hereof existing State or Federal laws concerning the health, safety, security, and employment standards of the employees in your plant. All provisions required by Federal law or Executive Order to be incorporated in War Department contracts in procurements of this nature are made applicable to, and shall be complied with in, the performance of this order.

12. *Notice to Government of labor disputes.* Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, you shall immediately give notice thereof to ---------- Such notice shall include all available pertinent information with respect to such dispute.

13. *Taxes.* Unless otherwise indicated in this order, the reasonable prices for the products and materials to be furnished hereunder (A) will not include allowance for any State or local sales, use or other tax in effect at the date of this order from which you or this transaction of the procurement of these supplies is exempt but (B) will include allowance for all Federal and all other State and local taxes in effect at the date of this order and applicable to the procurement of the supplies and materials covered by this order.

Upon your request the Government will issue tax exemption certificates or furnish other similar proof of exemption with respect to all taxes for which such allowance is not made.

14. *Payments.* You will be paid, upon the submission of properly certified invoices or

vouchers, the prices determined hereafter as provided for in this order for the products and materials delivered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or when requested by you, payments for accepted partial delivery shall be made whenever such payments would equal or exceed either $1,000 or 50 per cent of the total amount of this procurement.

15. *Termination at the option of the Government.* This order may be terminated by the Government in whole or in part whenever such termination is deemed in the best interests of the Government. In the event of any such termination you will be paid fair and just compensation for compliance with this order prior to the effective date of such termination. You will also be paid fair and just compensation for any reasonable cost incidental to the termination of work under this order in accordance with the directions of the contracting officer. The amount of fair and just compensation payable under this paragraph 15 may be determined by negotiation and agreement between you and the contracting officer but in the absence of such agreement shall be determined by the Undersecretary of War.

16. The term "contracting officer" as used in this order means the undersigned representative of the United States or his duly appointed successor or authorized representative or any officer or employee of the United States designated by or in behalf of the chief of ---------- to be contracting
(technical service)
officer with respect to this procurement.

THE UNITED STATES OF AMERICA
By ----------

(Official Title)

(b) *Form of Change Order.*

Date ----------
Change Order ----
to Mandatory Order No. ----

WAR DEPARTMENT MANDATORY CHANGE ORDER

To: (Name)
(Address)

1. Pursuant to the authorities stated in War Department Mandatory Order No------, served upon you ----------, and in conformity with paragraph 9 thereof, the following changes are made in paragraph 8 of such Mandatory Order:

which is hereby modified accordingly.

2. You are hereby ordered forthwith to furnish and deliver the products and materials called for by such Mandatory Order in accordance therewith and this Change Order.

THE UNITED STATES OF AMERICA,
By ----------

(Official Title)

[Procurement Reg. 15]

PART 815—TERMINATION OF CONTRACTS FOR THE CONVENIENCE OF THE GOVERNMENT

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SUBPART A—POLICY AS TO TERMINATION OF CONTRACTS AND SUPERVISION OF TERMINATION SETTLEMENTS

Introduction

§ 815.100 *Scope of part.* This part sets forth procedure with respect to the termination of contracts, in whole or in part, for the convenience of the Government. It does not cover:

(a) Terminations for default of the contractor either by virtue (1) of rights and powers which the Government may have at common law, or (2) of the right reserved in many Government contracts, usually under an article entitled "Delays-Damages" (see e.g. §§ 803.352, 813.1302 (l); see also § 803.379 et seq.).

(b) Adjustments under contract articles permitting changes in specifications, quantities, supplies or work to be furnished, delivery instructions, delivery schedules and similar matters (see for example §§ 803.329a, 803.351 (c), 813.1301, Art. 2, 813.1302, Art. 3, 813.1303, Art. I, paragraph 5).

(c) Adjustment under articles providing for the redetermination, renegotiation or escalation of prices under contracts (see Part 812).

§ 815.101 *Necessity for terminations and other cutbacks.* Adjustment of the Army Supply Program takes place as the supply requirements of the armed forces change. These changes normally occur because of strategic changes, development of new projects, invention of new items of war matériel, reallocation of scarce raw materials and other similar factors arising under the changing circumstances of modern war. In the case of curtailment of procurement schedules, resulting cutbacks in production will involve either termination of outstanding contracts or reduction in purchases under outstanding contracts, or both.

§ 815.102 *Importance of manner of affecting cutbacks.* Cutbacks in production resulting from curtailment of procurement schedules will be distributed in such manner as to facilitate the attainment of essential war production. Careful consideration of how reduction in procurement schedules and termination of contracts are to be achieved is essential in order to prevent dislocation of the national economy and to minimize disruption of living conditions and employment in particular areas. Complete records must be maintained to indicate that careful, formal and serious consideration has in fact entered into such decisions.

§ 815.103 *General policies as to distribution of cut-backs.* In selecting contracts to accomplish any necessary readjustment or curtailment of production, the following general policies will, to the extent feasible, be followed until there is a major change in the war situation such as the cessation of hostilities in a major theater:

(a) Wherever practicable, priority of retention in a program will be given to plants not located in Group I or Group II Areas (see § 802.223 (b)) inasmuch as displaced labor in Group I and II Areas can be most readily absorbed in other war production.

(b) The intent of the Smaller War Plants Act (see § 802.225 (a)) will be carried out by retaining in a program, wherever practicable, smaller war plants (i. e., independent concerns with 500 wage earners or less). Likewise, large contractors whose volume is reduced in a curtailment program will be urged not to cut their subcontracting volume to smaller war plants by an amount greater proportionately than their own reductions.

(c) In order to cause a minimum disturbance to the national economy and in the interest of resuming production as promptly as possible if required by future changes in program, consideration will be given to making as large a portion of the cutback in Government-owned facilities as is consistent with cost and future requirements. An exception to this is the case where a cutback of a privately-owned facility which is having difficulty fulfilling its schedules will enable such facility to improve its performance on the remaining contracts. The wishes of private contractors in this regard should be given due consideration.

(d) Government-owned facilities in which production is materially curtailed or terminated will be kept in standby until their productive capacity is clearly no longer required for military needs.

(e) In scheduling the release of plants or industries due consideration will be given to:

(1) Security considerations.

(2) The effect on public transportation; that is, accessibility to the source of raw materials, components, depots or storage facilities, and ultimate destination.

(3) The relative unit cost of production to the Government.

(f) As requirements change, prompt action is necessary to cutback contracts in order to avoid the accumulation of excesses. Therefore, prescribed procedures must be performed with a minimum of delay at each echelon so that appropriate adjustments in production schedules may be made at the earliest possible moment.

(g) In connection with all cutbacks, records will be maintained in the files of the technical services evidencing the application in the administration of each case, of the appropriate procedures, with special reference to the general policies outlined above.

§ 815.104 *Legal basis for terminations.* The authority to terminate contracts for the convenience of the Government is based upon the general authority and power of the War Department to make contracts and to amend them in the interest of the Government.[1] The right to terminate a contract for the convenience of the Government by unilateral action of the Government ordinarily is reserved in the original contract or inserted therein by supplemental agreement (see § 815.107). However, even in the absence of a termination article, a contract may be terminated for the benefit of the Government (see discussion § 815.311).

§ 815.105 *Contract provisions relating to termination for the convenience of the Government.* (a) During the period of the present war and the defense period immediately prior to the war, the right to terminate contracts in accordance with a termination article has generally been reserved by contract, at least in larger contracts (see e. g. §§ 803.324, 803.324 (a), 803.350).

(b) The forms of the termination articles included in contracts have changed from time to time. In considering what rights the Government has with respect to the termination of any contract, the termination article in the particular contract should be examined with care in the interest of obtaining uniformity in termination procedures and of facilitating the settlement and completion of terminated contracts, it has been the policy and practice of the War Department to permit amendments of outstanding contracts to include the latest form of appropriate approved termination article (see § 803.324 (b) and (c) as in effect prior to 4 June 1943 and §§ 803.373 and 803.373a as in effect on that date). This liberal policy of amendment is continued by this regulation (Part 815) as stated in § 815.107.

(c) Standard forms of termination articles are set forth in the following paragraphs of Procurement Regulations: § 803.324 (Lump Sum Supply Contracts), § 803.324 (a) (Lump Sum Construction Contracts), § 813.1307 (Letter Order for Supplies; no price stated), § 813.1308 (Letter Order for Supplies; price stated), § 813.1309 (Letter Order for Cost-Plus-A-Fixed-Fee Construction), and § 813.1310 (Letter Order for Lump Sum Construction).

§ 815.106 *Policy as to termination procedures.* The termination articles presently in use in War Department contracts are designed to permit, on equitable terms, consistently with the protection of the Government's interest, and within a wide range of discretion, the partial or total termination by the Government, for any reason whatsoever, of the contractor's right to proceed with the performance of such contracts. To carry out this general policy of all termination articles, the following major principles must be applied:

(a) *Cessation of work and saving of expense.* All work related to the contract, whether performed by the prime contractor or by a subcontractor or supplier is to be stopped promptly, except where the contracting officer has determined that in the interest of the Government, some work in process should be completed. This is to prevent (1) further running up of expense to the Government, and (2) waste of labor and materials (see § 815.321 et seq).

(b) *Disposition of property.* So far as permitted by the terminated contract, property acquired for the performance of the contract is to be disposed of with reasonable dispatch, as advantageously as is reasonably possible and in a manner which makes such property available for other productive use at the earliest possible moment (see § 815.350). Property not disposed of is to be transferred to the Government.

(c) *Payments to contractor.* The contractor is to receive fair and reasonable compensation for the work performed and for the supplies and articles furnished under the terminated contracts, consistently with the provisions of the applicable contract article relating to termination.

(4) *Promptness of payment.* Amounts owing to contractors, by reason of termination are to be paid promptly and without administrative delay.

(e) *Accounting Investigation.* Intelligent reviews are to be made of the requests of contractors for payments in connection with termination to verify their accuracy and propriety (see § 815.420 et seq). To avoid delays and because of shortages of accounting personnel, detailed auditing will be reduced to a minimum consistent with the protection of the Government's interests.

(f) *Partial payments.* Full use must be made of the provisions of termination articles relating to partial payments, so that all amounts, which are clearly due to prime contractors and, through them, to their subcontractors and suppliers, will be paid at the earliest possible moment (see § 815.500 et seq.).

(g) *Liquidation of advance payments and guaranteed loans.* Advance payments and guaranteed loans (which are existing or potential charges against the funds allocated to terminated or curtailed contracts) will be liquidated in an orderly manner; affording, so far as reasonably possible, protection to the contractor's financial structure so that the contractor and financing institutions cooperating in the financing of War Department procurement will be protected to the extent compatible with the Government's interest and that a multiplicity of calls by financing institutions upon the War Department to take up guarantees of loans will be avoided (see § 815.511 (a)).

(h) *Settlements with subcontractors.* Prime contractors must be pressed to effect prompt, fair and reasonable settlements of their outstanding commitments to subcontractors and suppliers and pass on to them a reasonable share of partial payments on account of terminations (see §§ 815.325 et seq., 815.507 et seq., 815.654 (a)).

(i) *Partial terminations.* Where contractors are directed to reduce production by partial terminations, equitable adjustments of costs will be made consistently with the applicable contract articles or with an appropriate and equitable supplemental agreement (see § 803.306 (c) and following sections) in the event that the change causes an increase in the contractor's costs.

§ 815.107 *Amendments of contracts to insert standard termination provisions.* In order to facilitate prompt settlement of contracts and to encourage uniformity of procedure, amendments of contracts to insert standard termination articles currently in use will be encouraged. The previous assent of each surety, guarantor or assignee should be obtained. The chiefs of the technical services are authorized to make such amendments in accordance with paragraphs (a) to (c) of this section.

(a) *Lump sum contracts.* The chief of any technical service (see §§ 815.150 (a), 815.206) without approval of higher authority, may amend any lump sum contract, even after the giving of notice of termination, to insert therein the standard termination articles set forth in paragraphs §§ 803.324, 815.901 (lump sum supply contracts) and § 803.324 (a) (lump sum construction contracts), whichever is appropriate in the particular case. Such amendments will take place wherever possible prior to giving formal notice of termination.

(b) *Letters of intent, letter contracts and letter orders.* (1) The standard termination provisions for inclusion in letter orders (see § 803.303a) are referred to in § 815.105 (c). As to letters of intent, provisions conforming as nearly as may be to the provisions for letter orders referred to in § 815.105 (c) shall be regarded for purposes of this part as standard termination provisions. As used in this regulation and in §§ 803.303a and 803.303a (a), the term "letter order" includes instruments of the type hitherto sometimes referred to as letter contracts or letter purchase orders.

(2) The chiefs of the several technical services, in their discretion and without the approval of higher authority, are hereby authorized by supplemental agreement to amend any letter of intent or letter order to include therein the substance of the appropriate standard termination provisions, other than those portions of the standard provisions which permit an allowance of profit (except that the unit price may be paid for completed articles if the terminated instrument specifies a unit price). Wherever possible, such amendments will be made prior to the giving of notice of termination. However, the chiefs of the several technical services are authorized to make such amendments even after the giving of a termination notice where, through inadvertence or other circumstances, an earlier amendment has been neglected or could not be obtained.

[1] The authority to make and amend contracts by negotiation, including, of course, all reasonable and appropriate contract provisions is granted by Public Law 703, 76th Congress (54 Stat. 712), continued in effect by Public Law 580, 77th Congress (56 Stat. 314), and by the First War Powers Act, 1941, Title II (55 Stat. 839).

(3) Prior to but not after the giving of notice of termination the termination provisions of a letter of intent or letter order may be amended in the instances and in the manner set forth in § 803.303a (a) (2) in order to include appropriate provisions for an allowance of profit in the event of termination.

(4) Amendments of the termination provisions of a letter of intent or letter order in any other manner, or at any other time, than is authorized in subparagraphs (2) and (3) of this paragraph (and other than the execution of a definitive contract), will be made only with the approval of the Director, Purchases Division, Headquarters, Army Service Forces, but no such amendments to include provisions permitting an allowance of profit (not theretofore provided by such order) shall be made after the giving of notice of termination.

(5) Amendments pursuant to this paragraph should not be utilized to delay in any manner whatsoever the execution of a definitive contract (see § 803.303a).

(c) *Standard termination articles and provisions furnish expeditious method of termination settlement.* The provisions of the articles set forth in § 803.324 (see § 815.901) and § 803.324 (a) (with respect to lump sum contracts) and the standard termination provisions for letters of intent, and letter orders (with respect to such letters of intent and letter orders) provide expeditious methods of settlement of the amounts due by reason of the termination of contracts, letters of intent and letter orders, as the case may be, for the convenience of the Government. Their use (1) will reduce expense, expenditure of time, auditing difficulties and administrative inconvenience both for the Government and for the contractor, and (2) helps to eliminate the obstacles to procurement which arise from the apprehension, frequently expressed by contractors, that there will be long delays in the making of settlements in the event of the termination of contractual instruments for the convenience of the Government (including any such terminations which may take place as the result of the conclusion of hostilities). Use of such standard articles and provisions will also assist materially in enabling contractors affected by terminations to undertake other war work or other productive enterprise at an early date, in a manner consistent with the public interest. Accordingly, pursuant to the First War Powers Act, 1941, and Executive Order No. 9001, authority is delegated to the chiefs of the several technical services to make amendments consistently with the provisions of paragraphs (a) and (b) of this section. It is determined that the making of such amendments will facilitate the prosecution of the war. The chiefs of the technical services will be liberal in permitting and agreeing to such amendments. Each such amendment will recite that it is made pursuant to the First War Powers Act, 1941, and Executive Order No. 9001.

§ 815.108 *Importance of uniform procedures.* Uniformity of procedures will facilitate the prompt settlement of contracts. If contractors, many of whom deal with more than one technical service, can use substantially the same methods in terminating contracts with each service, they will be able to set up their own internal arrangements for this work on a more efficient basis. Uniformity will also make possible the concentration of procurement and auditing personnel in any part of the War Department where termination work may be heavy at any given time, with assurance that similar methods will be in force throughout the department. It is, of course, important, as a matter of common justice and sound public relations, that contractors receive equal and uniform treatment and that procedures and policies be equitably and evenly applied. For this reason, these regulations have been developed on a basis which, so far as practicable, is generally consistent with the termination procedures outlined in contract articles employed by other procurement agencies. The chiefs of the technical services will take steps to see that termination methods are employed in their respective services which carry out the policy of uniformity stated in this section (see § 815.207).

§ 815.109 *War Department Termination Accounting Manual for Fixed Price Supply Contracts.* The Office of the Fiscal Director, Headquarters, Army Service Forces, has prepared and published a Termination Accounting Manual for Fixed Price Supply Contracts (herein called the Termination Accounting Manual and usually cited as "T. A. M.") prescribed for use by accounting personnel of all agencies of the War Department in connection with the accounting review or examination of settlements proposed by contractors and subcontractors for negotiation in connection with the termination of lump sum supply contracts. It is also applicable to accounting reviews of settlements proposed in connection with the termination of fixed price supply subcontracts under cost-plus-a-fixed-fee prime supply contracts. The Termination Accounting Manual (see T. A. M. introduction and §§ 811.1101 and 811.1103) is not directed to contracting officers (although they should be familiar with it) but is designed to give to Government accounting personnel accounting and auditing instructions consistent with Procurement Regulations applicable to the subject of terminations. In the event of revisions in Procurement Regulations, it is planned that appropriate revisions will be made in the Termination Audit Manual. In all matters covered by this part provisions of this part are controlling and will be followed by contracting officers. The reports and procedures set forth in the Termination Accounting Manual will not limit or affect the ultimate legal authority of the contracting officer to effect negotiated settlements in connection with terminations.

§ 815.110 *Importance of understanding by contractors of principles applicable to termination* It is important that war contractors, subcontractors and suppliers be familiar with the procedures and principles applicable to terminations for the convenience of the Government. To assist in this understanding, copies of this part and of the Termination Accounting Manual for Lump Sum Supply Contracts (see § 815.109) may be made available to such contractors, subcontractors and suppliers. Contracting officers will take all necessary steps to see that contractors are assisted in familiarizing themselves with the procedures outlined in this regulation. It is particularly important that these contractors, subcontractors and suppliers understand:

(a) The significance of the termination articles in their respective contracts.

(b) The necessity of keeping accounting and other records in such manner and in such detail, and of maintaining such adequate cost accounting systems, as will enable them to produce the cost and other figures necessary to prove their rights under the termination articles in the event of termination.

§ 815.111 *Method of discussion in this regulation.* All terminations for the convenience of the Government, under any type of contract, involve the same general problems (see §§ 815.106 and 815.300 (a)). In this part these problems are first discussed in detail as they arise in the settlement of lump sum supply contracts (§815.300 and following sections) terminated under the standard form of termination article for such contracts (§803.324). The variations from the procedures under lump sum supply contract terminations necessary with respect to terminations of other types of contracts are then discussed as follows:

(a) Lump sum construction contracts; § 815.600 et seq.

(b) Cost-plus-a-fixed-fee contracts; § 815.650 et seq.

(c) Letters of intent and other temporary contractual instruments; § 815.700 et seq.

§ 815.112 *Requirement to expedite "hardship cases."* It is War Department policy to expedite settlement of all terminated contracts and subcontracts and to give special administrative priority to further expedite "hardship cases" as defined below.

(a) *Definition of a "hardship case."* A "hardship case" is any unsettled termination case judged by the contracting officer, or such other officer as may be designated by the chief of the technical service concerned or by higher authority, to be a situation where (1) the termination has resulted in rendering the contractor or subcontractor financially unable to carry on normal manufacturing or business operations either in the performance of other Government contracts or civilian business, or the termination has resulted in placing the contractor or subcontractor in imminent danger of bankruptcy; and (2) the contractor or subcontractor would probably be financially able to carry on normal operations or to avert bankruptcy if the amounts due it in the settlement of its terminated contract were immediately ascertainable and payable; and (3) the contracting officer, or the officer designated, determines that neither Government nor commerical financing is practicably available to the contractor or subcontractor to the extent necessary to alleviate its financial situation.

(b) *Procedure.* (1) When a contractor or subcontractor makes a request to the contracting officer for special administrative priority, claiming a "hardship case", the contracting officer, or the officer designated, will make whatever investigation is practicable under the circumstances and consistent with the necessity for speed. The investigating officer, will set forth his judgment with respect to the above in a memorandum for file.

(2) If it is judged in accordance with the above that the case is not a "hardship case", expedited treatment over other termination cases is not required and the contractor may, in the judgment of the contracting officer, be so notified.

(3) If the case is judged in accordance with the above to be a "hardship case", the contracting officer, as well as accounting personnel, property disposal personnel, the settlement advisory section and others engaged in settling the contract or subcontract will give special administrative priority to the settlement of the contract or subcontract, until the necessary partial payment or final payment has been made. In carrying out this special administrative priority, contracting officers are authorized, to accelerate and, in matters not involving established policy, to vary normal administrative procedures within reasonable limits, provided that in their judgment the interest of the Government is not thereby adversely affected.

(c) *Expediting settlements other than hardship cases".* Nothing in § 815.112, 815.112 (a) or 815.112 (b) shall be construed to prohibit a contracting officer from expediting the settlement of any contract or subcontract at a greater rate than other contracts, when in his opinion it is advisable to do so.

Definitions

§ 815.150 *Definitions.* The following terms as used in this part shall have the following meanings.

(a) *Chief of Technical Service.* The term "Chief of a technical service" includes the chief of any one of the technical services of the Army Service Forces, the Commanding General, Army Air Forces, and the Commanding General of any Service Command (see §§ 801.108 (a), 801.108 (e) and 815.206, 815.220).

(b) *Common item.* "Common item" means raw materials, parts and other supplies (whether partially or completely processed) which are normally usable not only in connection with the terminated contract but also on or in connection with other work being performed by a contractor or subcontractor.

(c) *Continued portion of contract.* "Continued portion of contract" means that portion of a terminated contract not already completed which, in accordance with a notice of termination, the contractor must continue to perform.

(d) *Contracting officer.* "Contracting officer" means the officer or employee who signs a contract on behalf of the Government and includes a duly appointed successor or authorized representative of such a contracting officer, all as set out in § 803.302 (c) of Procurement Regulations. The term shall have the same breadth of meaning as in § 803.302 (c).

(e) *Contractor.* The term "contractor" means the holder of a prime contract with the United States.

(f) *Other work.* "Other work" means all work being handled by a particular contractor or subcontractor other than that related to the particular terminated contract or subcontract under discussion and includes both other Government and non-Government business.

(g) *Subcontract.* "Subcontract" includes any purchase order or agreement to perform all or any part of the work or to make or furnish any article required for the performance of another contract or subcontract. The term "article" includes any material, part, assembly, machinery, equipment or other personal property.

(h) *Subcontractor.* The term "subcontractor" means the holder of a subcontract.

(i) *Termination.* "Termination" means the discontinuance by the Government for its convenience of a contractor's right to proceed with the performance of the whole or any part of a contract with the United States. The term does not include a situation where a reduction in quantities is made and wholly compensatory increased unit prices are granted for the balance of the contract through an appropriate adjustment (see T. A. M. 1117.1).

(j) *Uncompleted portion of the contract.* "Uncompleted portion of the contract", when the term is used with respect to a terminated lump-sum supply contract, means that portion of the contract which does not relate either (1) to completed supplies called for by the contract or (2) to any continued portion (see § 815.150 (c)) of the contract.

Organization and Responsibility for Terminations

§ 815.201 *Policy with respect to terminations.* The duty of formulating policy with respect to terminations has been placed by the Under Secretary of War in the Director, Readjustment Division, Headquarters, Army Service Forces, acting under the supervision of the Director of Matériel in matters relating to the Army Service Forces, and as the Special Representative of the Under Secretary of War in matters relating to the Army Air Forces.

§ 815.202 *Staff supervision.* Staff supervision of terminations in the Army Service Forces is assigned to the Director of Matériel who will coordinate the activities of all headquarters staff divisions relating to this subject through the Readjustment Division. With respect to the Army Air Forces, staff supervision of terminations is vested in the Commanding General, Army Air Forces who acts with respect to such matters through the Assistant Chief of Air Staff, Matériel, Maintenance and Distribution.

§ 815.203 *Policy of decentralization.* It is the policy of the War Department to decentralize to the chiefs of the several technical services administration of contract terminations as fully as possible. The extent to which they in turn will decentralize such administration is left to each chief of a technical service (see § 815.150 (a)) for his determination subject to the provisions of this part as from time to time in force. The chief of each technical service will make periodic checks of the progress of terminations and the settlement thereof, to insure that no unreasonable delays occur.

§ 815.204 *Legal authority to terminate.* Authority to terminate any War Department contract, under his administration, consistently with the provisions of this part is delegated to the chief of each technical service, regardless of the amount of such contract, and without the approval of higher authority. Such power may be exercised even though the contract expressly states that the approval of the Secretary of War is required for such termination.

§ 815.205 *Negotiation of settlement of terminated contract.* The authority to terminate contracts granted by § 815.204 includes the authority:

(a) To enter into supplemental agreements relating to the terminated contracts consistently with this part and with other applicable regulations and

(b) To make agreements settling the whole or any part of the amount due on any terminated contract when and to the extent that such agreements are authorized by the terminated contract itself or are otherwise authorized by this part.

§ 815.206 *Redelegation of authority.* The chief of each technical service may redelegate any authority, power, or discretion granted to him by this part with or without power of redelegation, except where action is explicitly required to be by the chief of the technical service himself or by the settlement review committee designated by him (see §§ 815.220, 815.311 (d) and 815.535). Except as otherwise provided in the preceding sentence, references in this part to the chief of any technical service shall be deemed to include any duly authorized representative.

§ 815.207 *Procedures.* The chief of each technical service, subject to the policy declared in § 815.108, may prescribe procedures for his service consistent with the principles declared in this part and in other procurement regulations to expedite the settlement of the amounts due to prime contractors and subcontractors by reason of the termination of contracts, to provide for efficient supervision of partial payments on account of amounts due in connection with terminations, to secure the prompt filing of settlement proposals, inventories and other documents by prime contractors, both in their own behalf and in behalf of subcontractors, and to insure that disposal of property in connection with terminations proceeds rapidly, efficiently and in a manner consistent with the best interests of the Government.

§ 815.208 *Authority to vary procedures.* The chief of each technical service, consistently with the general policy of this part and with the policy stated in § 815.106, may authorize variations from the procedures herein prescribed in any case or class of cases, unless in his opinion such variation involves a matter of policy which should be considered and passed upon by higher authority. In determining whether a matter of policy should be

considered and passed upon by higher authority, consideration shall be given by the chief of the technical service to the following factors:

(a) Whether there is involved a conflict with a policy theretofore approved by higher authority;

(b) Whether there is involved a decision on an important question of policy which has not theretofore been passed upon by higher authority;

(c) Whether there is involved a decision on any matter in which uniformity among the several technical services is especially desirable;

(d) Whether there is involved a decision on an important or doubtful question of law, cost interpretation, accounting practice or fiscal policy;

(e) Whether deviation from the procedures herein prescribed will tend to set a precedent which may be undesirable in other cases.

In any case where a substantial deviation from the general policies prescribed in this part is involved, such deviation may be made only with the approval of the Director, Purchases Division, Headquarters, Army Service Forces, who will obtain any appropriate concurrences of other Headquarters staff divisions, where in his judgment such concurrences are desirable.

§ 815.209 *Deviations from prescribed contract articles relating to termination.* No deviations from the form of a prescribed contract article relating to termination (see §§ 803.324, 803.324 (a) and 803.350) will be made without the approval of the Director, Purchases Division, Headquarters, Army Service Forces, or the Chief Counsel or Chief, Legal Branch, of that Division.

§ 815.220 *Provisions for review of termination settlement agreements.* (a) The chief of each technical service will establish for the assistance of contracting officers engaged in the settlement of termination cases, one or more settlement review boards composed of at least three responsible officers or civilian employees of the War Department. So far as is practicable in view of the volume of cases being handled and the availability of qualified personnel, such boards will be established at regional offices where responsibility for negotiation of settlements is placed. The duties of such boards may be assigned to the members of any boards or sections already in existence or already charged with other duties. The contracting officer himself will not be a member of the settlement review board or appoint any such member, unless the contracting officer is also the chief of a regional office having responsibility for the negotiation of settlements.

(b) Each proposed settlement (including not only proposed settlements made by the Government but also proposed settlements made by prime contractors and subcontractors with their subcontractors and suppliers) providing for payment to any prime contractor, or to any subcontractor, of an amount in excess of $25,000 will be examined by such review board prior to approval by the contracting officer of such settlement. The chief of the technical service concerned may require proposed settlements involving amounts of $25,000 or less to be submitted for review by the board. Contracting officers in their discretion may submit to the board any proposed settlement or matter in connection therewith at any time and generally should do so whenever any novel or special problem arises upon which the contracting officer desires the advice of the board.

(c) The review board will submit to the contracting officer a written recommendation with respect to each proposed settlement or other matter considered by the board. Any proposed settlement disapproved by the review board shall not be executed unless approved by the authority which appointed the board. If the amount of the proposed settlement exceeds $500,000, it shall, after the approval by the review board, be submitted to such higher authority as the chief of the technical service concerned shall deem appropriate, and shall not be executed until approved by such authority acting personally or through such person or persons as he shall specifically designate to act for him.

(d) For the purpose of this section, the amount of any proposed settlement of a prime contract or of a subcontract shall be determined without deducting disposal credits (see § 815.447) but by excluding (1) amounts payable for completed items or work at the contract price and (2) amounts payable for the discharge of all claims of subcontractors or suppliers under such prime contract or subcontract, as the case may be.

(e) It shall be the function of the review board to determine the over-all reasonableness of the proposed settlement from the standpoint of protecting the Government's interests. It is not the function of the board to examine in detail every element entering into the determination of the amount proposed to be paid, but it will frequently be appropriate to select specific items for inquiry as to the basis of the proposed disposition in order to determine that negotiations have been conducted competently and in the light of adequate information. The scope and intensity of the review may be varied according to the reliability of the contractor, the size and complexity of the proposed settlement, and any other relevant factors. If review is required for settlements with subcontractors in the amount of $25,000 or less, the review may, and generally should, in accordance with the principles stated in § 815.437, be limited to an inquiry as to whether an adequate examination of the claim was made by the prime contractor or any intermediate subcontractor, and to the reasonableness of relying on the examination so made. The board may act upon records submitted by the contracting officer or may require the submission of additional information.

(f) Except to the extent that the chief of the technical service concerned may prescribe otherwise, partial payments (see § 815.506 et seq.) may be made without the necessity of obtaining the approval of the review board. Dispositions of property are subject to review by disposal boards to the extent provided in Part 807 (see especially § 807.105 et seq., § 807.208 et seq.), and shall not otherwise be reviewed.

§ 815.221 *Personnel and services in termination offices.* The chief of each technical service should provide, so far as possible, in each contracting office, district office, or area office which is given final authority with respect to termination settlements, adequate and competent technical, legal, accounting and other personnel to protect the interests of the Government.

§ 815.222 *Records to support final settlement.* It is the responsibility of the chiefs of the technical services to assure that adequate records will be kept in accordance with the standards of prudent business judgment to substantiate settlements made by contracting officers. Such records will be kept for at least five years subsequent to the final settlement of the terminated contract.

(a) Chiefs of technical services will prescribe the manner in which termination settlement records are to be kept and the location where the records will be kept. Normally and whenever practicable termination settlement records for each settlement should be maintained in a single file.

(b) Unnecessarily voluminous files should not be accumulated, particularly in the case of small settlements. In determining the specific records to be maintained in each case consideration will be given to the need for prompt settlement. Below are indicated records or information which should be kept in each case to the extent applicable. Certain of this information will be included in the Standard Forms filed by the Contractor (see § 815.937 et seq.), making separate records of such information unnecessary.

(1) Copy of prime contract.

(2) Copies of supplemental agreements which are material to the termination settlement or which add or change the termination article.

(3) Copy of the notice of termination.

(4) Proposals for settlement submitted by the prime contractor, including related certificates, statements of charges and inventory schedules.

(5) Copy or record of subcontract settlement agreements expressly approved or ratified by the contracting officer, and copy of any report of investigation made pursuant to § 815.437 by Government personnel of settlements with subcontractors.

(6) Record of partial payments or other interim financing.

(7) Copies of authorizations to contractors for final settlement of subcontractors' claims, and for disposal of property.

(8) Reports of audit or office reviews.

(9) Records of disposal credits.

(10) Memorandum or other pertinent information concerning important conferences with contractor at which decisions were made affecting the settlement.

(11) Memorandum setting forth the factors considered by the contracting officer in reaching the conclusion that the settlement is fair and reasonable to the Government and to the contractor.

(12) Record of any actions by settlement advisory boards, property disposal boards, review boards, and appeal boards.

(13) Additional records in the case of formula settlements as required. (See § 815.560).

(14) Any other records necessary in particular cases.

SUBPART B—PROCEDURES RELATING TO TERMINATION OF LUMP SUM SUPPLY CONTRACTS

§ 815.300 *Introductory.* The discussion in this subpart relates primarily to the termination of lump sum supply contracts. However, the procedures herein discussed are in many instances equally applicable to lump sum construction contracts and to cost-plus-a-fixed-fee contracts (to the extent indicated in the discussion of those types of contract) (see § 815.600 et seq. and § 815.650 et seq.). In some instances, particularly in the termination of contracts for standard supplies and ordinary commercial articles, the procedures outlined in this subpart may be in part unnecessary. In such instances, in accordance with the policies set out in § 815.208, the chiefs of the several technical services are authorized to modify such procedures appropriately by general regulation or to permit deviations to specific cases. Each such general regulation will be reported in writing to the Contract Termination Branch, Purchases Division, Headquarters, Army Service Forces.

(a) The discussion in this subpart deals with the principal termination problems in the order in which they normally occur chronologically in the course of a termination settlement. In general the principal subjects of discussion are:

(1) Action to be taken prior to service of a termination notice.

(2) The service of a notice of termination and action related thereto.

(3) Obtaining an inventory of the property acquired for the terminated contracts and its disposition.

(4) Obtaining cost statements and proposals for settlements from contractors and subcontractors, and reviewing them.

(5) Interim financing and partial payments.

(6) Negotiation of settlement.

Action To Be Taken Prior to Service of Termination Notice

§ 815.301 *Direction to terminate.* Termination in whole or in part of any contractual instruments, including lump sum supply contracts, will be effected only upon prior authorization of the chief of the technical service involved (see § 815.206).

§ 815.302 *Consideration of factors affecting particular terminations.* Before a particular contract is terminated, reasonable consideration of the policies mentioned in § 815.103, so far as relevant, should be given by the appropriate echelon of the technical service.

§ 815.303 *Possibility of avoiding termination charges.* In many instances it will be possible, by careful study of a general program of curtailment of production, to terminate contracts in a manner which will wholly eliminate or greatly reduce termination charges of contractors. This study should be conducted rapidly and should not delay termination, once it has been decided to terminate a particular contract. However, by pursuing a policy, in appropriate cases, of reporting the availability of the facilities of the contractor to other technical services and to the appropriate industry divisions of the War Production Board, all possibilities of placing new contracts with the contractor can be developed. Where such new contracts are placed with the contractor, frequently, the loss to the contractor and the expense to the Government arising from termination may be avoided in whole or in part. In general, in connection with terminations, effort will be made to avoid financial hardship to contractors and to preserve the potential productive ability of such contractors and subcontractors as going concerns even though in the light of immediate production needs, their facilities are not needed.

§ 815.304 *Study of proposed termination by Government personnel prior to giving termination notice.* Prior to exercising the Government's right to terminate any type of contract for the convenience of the Government, it is important that preliminary study be given to make certain that the notice of termination orders discontinuance or changes in the future performance by the contractor only to the extent which is in the best interests of the Government. In any case, careful planning prior to issuing the termination notice will greatly simplify later work in connection with the termination settlement, will avoid confusion and expense to the contractor and to the Government and will tend to expedite settlement.

§ 815.305 *Field office study.* In some cases a complete analysis of the effect of a particular proposed termination cannot be made in the office of the chief of the technical service concerned. In such cases, it is important that the situation be appraised in the field establishment in charge of the administration of the particular contract. In proper cases, the field establishment should not hesitate to ask reconsideration of the proposed termination where such action is considered unwise.

§ 815.306 *Determination of scope of proposed termination.* (a) It is important that the requirements for subassemblies and maintenance parts as well as completed end products be carefully reviewed before termination of any particular contract takes place. An effort should be made to anticipate (within the limits of the Army Supply Program) the reasonable prospective needs of the War Department (including requirements of spare parts for units in service or to be completed) for specific items included in the end product covered by a contract about to be terminated and to permit the completion of those parts or items. Similar consideration should be given to such needs in determining how to dispose of work in process or parts on hand.

(b) In determining the point at which a contract is to be terminated, consideration will be given to the actual status of production of end products and components, so as to avoid, as far as possible, uneconomical waste of useful materials. In some instances it may be wiser to permit some further processing to get a useable end product or component, rather than to halt production immediately at a stage when work in process is useful only for junk. In general, however, once the decision to terminate a contract has been made, no further work on an end item or part should be permitted unless there is a reasonably ascertainable use for it, or opportunity to dispose of, the item or part, if completed. Any other course involves a waste of material and labor. In the absence of specific instructions from the chief of the technical service to the contrary, decision on this question will be made by the contracting officer in accordance with his sound judgment in the light of the factors mentioned above, as to how the War Department procurement program will best be served.

(c) Government inspectors, plant agents, expediters and others who have been concerned in the plants of the contractors and subcontractors with the administration of the terminated contract will ordinarily be in possession of first hand information as to the status of production under the contract, production methods, and other details. These readily available sources of information should be utilized by the contracting officer in obtaining information as to the contract.

§ 815.310 *Amendments to insert provisions for negotiated settlement.* (a) Whenever it is proposed or contemplated that a lump sum supply contract which contains a termination article be wholly or partially terminated, the contract will be scrutinized by the contracting officer to determine whether it contains the uniform termination article for use in lump sum supply contracts (§§ 803.324, 815.901) which provides for a negotiated settlement of the amount due with respect to the termination and certain other important provisions not in some earlier forms of the termination article (see § 815.901a and note to that section).

(b) Where the termination article does not conform to the uniform article set out in § 803.324 (see § 815.901), the contracting officer, prior to serving the notice of termination, will attempt to amend such contract to include the uniform article by supplemental agreement. The previous assent of each surety, guarantor or assignee should be obtained. A form of appropriate supplemental agreement is set out in § 815.926. Such amendments are permitted at the times and under the conditions set forth in §§ 815.107 to 815.107 (c), inclusive. However, emphasis is placed upon the fact that such amendments wherever reasonably possible should be completed prior to the giving of a formal notice of termination.

(c) If such an amendment can be effected, termination will take place pursuant to the uniform termination article (§§ 803.324, 815.901).

(d) If no such amendment can be effected, settlement will be made pursuant

to the termination article in fact in the contract.

(e) If at any stage of the settlement procedure, the contracting officer and the contractor reach an agreement as to a negotiated settlement of the amount payable on account of a contract which does not then contain a uniform termination article, an amendment may then be made to embody the uniform termination article in the contract by supplemental agreement. Thereafter and by separate supplemental agreement the settlement which has been reached may be concluded.

§ 815.311 *Settlement of contracts containing no termination article.* (a) When the Government desires to terminate contracts containing no termination article, the prompt termination and final settlement of such contracts are in the interest of the Government. Such action will assist materially in enabling contractors affected by terminations to undertake other war work or other productive enterprise at an early date in a manner consistent with the public interest. Accordingly, pursuant to the First War Powers Act, 1941, and Executive Order No. 9001, there is hereby delegated to the chiefs of the several technical services the authority set forth in subparagraphs (1), (2), and (3) below. It is determined that the execution of supplemental agreements in accordance with the authority so delegated will facilitate the prosecution of the war.

(1) Contracts containing no termination article may be terminated and finally settled by supplemental agreement where such termination is to the interest of the Government. Pending the execution of such a supplemental agreement work may be suspended.

(2) Usually it will be desirable to provide for stopping work on such contracts well in advance of making a settlement. In such cases the contracting officer will attempt to amend the contract by supplemental agreement with the contractor so as to include in the contract the standard termination article for use in the type of contract involved (e. g. §§ 803.324, 815.901, or 803.324 (a)). Once the amendment to include such an article is made, any termination may proceed in accordance with its provisions.

(3) If the contractor will not agree to include a standard termination article in the contract by amendment, the chief of any technical service, without the approval of higher authority, may make an agreement for the discontinuance of performance and settlement of such a contract, or provide for its settlement by reason of such termination, in such form as he may deem for the best interests of the Government.

(b) If no satisfactory agreement for the termination of such a contract can be made, the chief of the technical service concerned, acting personally or through a duly authorized representative within his own headquarters office (or in the Army Air Forces within the headquarters office of any of the major component commands of the Army Air Forces), may authorize the contracting officer to order the contractor to discontinue further performance. Where speed is essential such authority may be granted by teletype or telegraph. The contractor may thereafter present his claim, if any, for damages arising out of this order, to the General Accounting Officer or to the courts for settlement. Where such action is taken special care will be taken to record and preserve the circumstances and reasons leading to such action, together with a statement of the grounds on which it was determined that such action was in the interests of the Government. It is not consistent with War Department policy for the Government to commit breaches of contract and such action will be taken only in unusual cases and where all other reasonable efforts to prevent the incurring of unnecessary expense for the Government have been exhausted. In any such case, even after the issuance of the order to stop performance, if the contractor is willing to agree to terminate the contract and to make a reasonable settlement thereof, such a settlement agreement (subject to the provisions of § 803.308g may be made in the manner permitted by paragraph (a) (3) above.

§ 815.312 *Conference with contractor prior to notice of termination.* In some cases the complexity of the proposed termination or other factors may make desirable a conference with the contractor prior to the service of the notice of termination. Whether such a conference will be held is solely in the discretion of the contracting officer. In such a conference, if held, the following points should be discussed:

(a) Appropriate effective date of termination notice;

(b) Work in process which may advantageously be completed;

(c) Status of performance of prime contract, subcontracts and unfilled purchase orders, with a view to determining which, if any, subcontracts and purchase orders appropriately should be retained and completed;

(d) Financial problems of the contractor and subcontractors which may arise in connection with the termination;

(e) Problems of labor relations and unemployment which may be created (see §§ 815.103, 815.324 et seq.)

(f) Procedures to be followed by the contractor upon the effective date of the termination.

The effective date of the termination will be determined in the light of the considerations mentioned in § 815.306 (b).

As a matter of sound public relations the necessity for the termination should be explained as fully as possible.

In deciding whether to hold such a conference the following considerations should be taken into account:

(1) Whether such a conference is necessary to obtain information needed in the preparation of the termination notice or required in deciding the extent of a partial termination;

(2) The risk that the contractor may take action prior to the effective date of termination, which may unnecessarily increase the termination charges to the Government.

(3) The possibility that, because of the importance of the particular contract to the contractor, or for other similar reasons, such a conference (i) will enable the contractor to arrange his affairs in advance of formal termination, or (ii) is otherwise expedient as a matter of sound public relations.

§ 815.313 *Preparation of termination notice.* The termination notice for a lump sum supply contract containing the uniform termination article (§§ 803.324, 815.901a) or the old standard termination article (§ 815.901a) will be in substantially the form set out in § 815.912 (a).[1] In any case or class of cases in which the chief of the technical service concerned shall determine that any portion of the form of notice in § 815.912 (a) is unnecessary or inappropriate such portion may be varied or omitted. There shall be included in any such notice a statement of

(a) The effective date of the termination notice which should not be earlier than the date of delivery of the notice to the address of the contractor;

(b) The performance to be discontinued;

(c) In the event of a partial termination, any portions of the contract which are to be continued, unless this clearly appears from the statement required by (b);

(d) Any subcontracts or purchase orders which are not to be cancelled;

(e) Any special directions as to the protection of Government property in the custody of the contractor;

(f) Any limitations upon the authority of the contractor to retain property acquired for the contract for the cost of which he is willing to refrain from seeking reimbursement (see §§ 815.353 to 815.354).

(g) Any directions, which then can be given, with respect to the sale or retention by the contractor or the transfer to the Government of property acquired for the contract. (Instructions for transfer of title to the Government should be given only in rare instances where it is known that the Government for some special reason wishes to acquire such property.[2])

§ 815.314 *Preparations for furnishing contractor with detailed instructions.* So far as practicable, preparations should be made in advance of the service of the termination notice, for furnishing to the contractor detailed instructions as to the course of action to be followed by him immediately upon receipt of the termination notice. A form of standard instructions to contractors is set out in § 815.936. A copy of these instructions in every case should be furnished to the contractor with the termination notice, modified or supplemented to the extent deemed necessary by the contracting officer in any particular case. The language of the form of instructions set out in § 815.936 is based upon a study of various forms hitherto in use. In the interest of uniformity of procedure, that language should not be varied except for substantial reasons arising in particular cases.

[1] The same form of notice with modifications noted in § 815.912 (a) is appropriate for use in terminating lump sum construction contracts which contain a contract article substantially in the form set out in § 803.324 (a) of Procurement Regulations.

[2] Ordinarily no delivery or transfer to the Government of title to contractor-owned property will be made (a) until reasonable efforts have been made to dispose of the property advantageously (see § 815.350 et seq.), or (b) until specific written directions for such delivery or transfer are issued by the contracting officer (see § 815.367).

§ 815.315 *Suspensions of performance undesirable.* (a) Contracting officers will avoid suspending performance of contracts by contractors while attempting to decide whether to terminate a particular contract. Although, occasionally it may be justifiable to request a contractor to suspend performance because of a possible termination, experience has shown that this course results in confusion to the contractor, increased costs to the Government, and disorganization of the contractor's working forces and operations. In any case where this course is pursued the following policies are suggested:

(1) The nature of the suspension should be discussed with the contractor and the terms upon which the suspension is to be made should be determined and reduced to writing. The contractor is entitled to written instructions from the contracting officer and the contracting officer should have the agreement of the contractor to the terms of the suspension.

(2) The suspension should be limited in time. Delay in effecting a decision as to termination should not occur.

(3) The contracting officer should not request a suspension unless he is sure that the resulting cost to the Government will be materially less than either (i) allowing performance of the contract to continue, or (ii) effecting immediate termination.

(b) A suspension should not be continued beyond a very limited period unless the contractor is offered an appropriate supplemental agreement formally modifying the delivery schedule in the contract and providing for the payment of any additional costs caused by the suspension. In any event, whether the contract is reinstated or terminated, the reasonable costs of the contractor caused by the suspension should be paid either pursuant to an appropriate supplemental agreement or as a part of the termination settlement.

(c) In some instances, while working out with the contractor appropriate preliminary arrangements for a termination which has definitely been decided upon, a short suspension may be arranged by letter, conference or telegram (see form set out in § 815.911). The method should not be pursued except where it is certain that the contract will be terminated in whole or in part in the manner stated in the notice of suspension and is designed merely to afford an opportunity to make appropriate arrangements with the contractor prior to giving formal notice of termination (see e. g. §§ 815.310, 815.312).

§ 815.316 *Terminations at the end of hostilities.* In November, 1942, special provisions were included in paragraph (1) in each of the standard termination articles for lump sum contracts (§ 803.324, 803.324 (a)) dealing with the problem of terminations taking place at the end of the present hostilities. A substantial number of contractors had expressed fear that, at the end of the war because the supplies or work called for by their contracts were no longer necessary, the Government would take occasion to terminate the contracts for trivial or purely technical defaults rather than under the equitable provisions of the contract articles governing termination for the convenience of the Government. It was determined (a) that war procurement would be assisted by relieving the fears of contractors as to this point at once, and (b) that the Government, in equity and good conscience, should not at the end of the war take advantage of purely technical defaults to reduce its liability to contractors, in any cases where such defaults would not have caused termination for default during the war. Accordingly, the contract article was revised to provide that termination of lump sum contracts, as a part of the general termination of war contracts at the time of the cessation of the present hostilities, would take place under the article set forth in § 803.324 or 803.324 (a), as provided in paragraph (1) of those articles, even if the contract could then be terminated under any contract article relating to "Delays-Damages" (see e. g. §§ 803.352 and 813.1302 (i)) by reason of the default of the contractor, unless the contracting officer should find that such default had been (1) gross or willful, and (2) had caused substantial damage to the Government. The second sentence of paragraph (1) does not in any way affect or relate to the termination of contracts during the war or, indeed, any terminations except those which may take place as a part of the general termination of contracts at or about the end of the present war.

§ 815.317 *Terminations where there have been defaults.* The regulations with respect to terminations for default are set forth in §§ 803.379 and 803.380. Attention is directed to the authority given by § 803.379 (c) (2) to terminate a contract, in such instances, under any contract article providing for termination for the convenience of the Government, when the defaults of the contractor have not been gross or willful and have not caused substantial injury to the Government, if the contracting officer shall find that the use of that termination article will facilitate the prosecution of the war.

Service of Termination Notice and Action Connected Therewith

§ 815.320. *Service of termination notice.* (a) In all instances, the termination notice (see §§ 815.313, and 815.911 to 815.912) should be served in written form, preferably by delivery by hand, registered mail or telegram. Where the notice of termination is sent by telegram, a letter of confirmation should be transmitted. Appropriate record of the fact of service should be made. Copies of the notice of termination should be sent to any assignee, guarantor or surety of the contractor with respect to the terminated contract. The obligation of the contractor to continue performance (except the performance required in connection with the termination article of the contract and by the termination notice) terminates on the effective date of the termination notice (as stated specifically in the notice), except as otherwise directed by the contracting officer. The contract, however, remains executory and subject to amendment (see § 803.308f) until the obligations of the parties under the termination, article have been carried out. The instructions in the termination notice may be rescinded, modified or revised if the contractor consents to such modification or revision or unless the contractor in reliance upon such instructions has materially changed his position in a manner for which compensation cannot reasonably be given by termination charges.

(a) *Prompt inspection and acceptance of completed articles.* Promptly after giving the contractor notice of termination of a contract, the contracting officer will take steps to inspect and accept all completed articles which comply with the provisions of the contract and which do not represent unreasonable anticipation of production schedules, and will approve payment of the contract price therefor, unless the contractor and the contracting officer agree on other disposition thereof.

§ 815.321 *Responsibilities of the contractor on receipt of termination notice.* The contractor upon receipt of the termination notice should do the following things which are required by the standard termination article (§ 803.324) or which the contracting officer is empowered by that article to require:

(a) He must complete the continued portion of the contract (see § 815.150 (c)).

(b) In this connection he should bring promptly to the attention of the contracting officer any requests for equitable adjustment in the terms and prices governing the performance of any part of the contract which has not been terminated and which is to be continued, together with any evidence showing changes in the probable cost of such performance (as distinguished from costs to be taken into account in the termination settlement).

(c) The contractor must discontinue the making of subcontracts and take all necessary steps to terminate work as promptly as practicable on and after the effective date of the termination notice. This requires action by the contractor within a reasonable time. Work done after a reasonable period has elapsed will not be the basis for any compensation or reimbursement of costs in connection with the termination settlement. The contractor should call to the attention of the contracting officer at once any special circumstances making either necessary or desirable a continuance of the work or some phases of it in order to utilize effectively materials or work in process.

(d) Except as provided in the termination notice, the contractor must take steps to terminate, with or without the consent of the subcontractors, all his unperformed or partially performed subcontracts. Such subcontracts must be

terminated promptly on and after the effective date of the termination notice, or, if the termination notice so provides, subsequently at such times as the contracting officer may direct. The contractor must take steps to settle such subcontracts and commitments (see further discussion of this subject, § 815.325). Subcontractors in turn should be required to pass along the same requirements to their immediate subcontractors and suppliers.

(e) The contractor must use reasonable care, and in addition, take such action as may be directed or approved by the contracting officer, to protect and preserve property in its possession in which the Government has, or may acquire, an interest, and to reduce or prevent loss or damage to the Government.

(f) The contractor should take such action as may be directed by the contracting officer to secure to the Government, by assignment or otherwise, the benefits of any of the contractor's rights under subcontracts.

(g) The contractor should promptly notify the contracting officer, in writing, of any legal proceedings against the contractor, based upon any subcontract or commitment related to the terminated contract, that are pending on the effective date of the termination notice or that may be brought at any time thereafter. The contracting officer should give notice (through channels) of all such litigation, with his recommendation thereon, to the Litigation Division, Office of the Judge Advocate General, so that office may consider the desirability of assuming control of any such case and defending against the claims by suitable arrangement with the contractor (see A. R. 410–5).

(h) The contractor should develop and present to the contracting officer a program for the disposition of property acquired or produced for the purposes of the terminated contract, not only by the contractor itself but by the various tiers of subcontractors, and shall issue instructions through and to his immediate subcontractors as to the methods of carrying out such a program.

(i) The contractor must proceed to prepare his inventory of property allocable to the contract, his statement of costs and his proposal for settlement of the amounts due by reason of the termination. He should take steps to obtain similar statements and proposals from his subcontractors and suppliers (see discussion in § 815.430 et seq.; see form of instructions for contractors in § 815.936).

§ 815.322 *Commencement of negotiations; initial conference with the contractor at the time of the service of the termination notice.* (a) In the case of each termination of a substantial contract, at the time of service of the termination notice, or as promptly as possible thereafter, a conference should be held with the contractor to negotiate the general outlines to be followed in making settlement and to develop a definite program to be followed by all parties participating in the work of settlement. Negotiations should be carried out at this conference sufficiently completely so that the basic terms on which settlement is to be effected are at least tentatively determined and so that there is a clear understanding as to what information is to be furnished by the contractor, what methods are to be pursued in disposing of property, what the general principles of settlements are to be and what accounting or other investigation is to be undertaken.

(b) The importance of this initial conference is emphasized by the memorandum of the Under Secretary of War dated 10 February 1944 reprinted at § 815.422. Special attention is directed to paragraph 2 of that memorandum. This conference should be regarded as an important step in the negotiation of a settlement and every effort should be made at that time to dispose of as many questions as possible by agreement.

(c) It is important that all interested groups in the office of the contracting officer should be represented at the initial conference. This will normally include the principal representative of the contracting officer, hereinafter mentioned, and also appropriate negotiating, technical, engineering, legal and accounting personnel. At or before the initial conference some one person will be designated by the contracting officer as his principal representative in connection with the particular termination, but it should be made wholly clear to the contractor that such representative is not authorized to agree finally upon a supplemental agreement making settlement of the amount, if any, due by reason of the termination. The contracting officer's representative should be given authority, either general or limited:

(1) To approve dispositions of property,

(2) To approve settlements with subcontractors up to some stated amount,

(3) To pass upon the miscellaneous minor questions which inevitably arise in connection with a termination settlement,

(4) To negotiate a settlement subject to any required approval.

(d) It is good practice, although not always necessary, to have a statement of the scope of the authority of the contracting officer's principal representative reduced to writing. In appropriate cases, to avoid misunderstandings, a copy should be furnished to the contractor.

(e) At this conference, if no conference prior to termination has been held, the various matters mentioned in § 815.312 should be covered thoroughly. In addition the contracting officer's representative should be certain that the contractor understands fully his obligations as outlined in § 815.321.[1] Particular emphasis should be placed on the following matters:

(1) Termination of subcontracts and purchase orders.

(2) Settlement of claims of subcontractor and the methods of review thereof to be employed by the prime contractor.

(3) A program for the disposition of property acquired for the terminated contract:

(i) By the prime contractor.

(ii) By or for his subcontractors.

(4) The responsibilities to the War Manpower Commission and to employees mentioned in § 815.324.

(f) In some cases, the contracting officer may wish to examine the physical inventory at once and to check it against book inventory.

§ 815.323 *Time schedule.* It will assist the orderly progress of the termination settlement if at the initial conference a time schedule is worked out for the specific steps immediately required for the settlement.

(a) Directions to stop work should ordinarily have been given before the conference.

(b) Subcontracts and purchase orders, so far as to be terminated, should be terminated at once, if that has not already been done.

(c) A complete list of subcontracts and outstanding purchase orders should be prepared by the contractor promptly. When this has been furnished it should be checked with the contractor to see that all subcontractors and suppliers listed have been notified to file with the prime contractor their inventories, statements of costs and proposals for settlement.

(d) A schedule for furnishing the prime contractor's inventory, statement of costs and proposals for settlement should be set.

(e) Schedules should also be laid out for the furnishing of similar papers by subcontractors.

As rapidly as inventories and cost statements are received, time schedules for subsequent action can be arranged.

§ 815.324 *Preparation and release of information concerning cutbacks.* When production is to be substantially decreased through cutbacks, resulting from reduction of procurement schedules or termination of contracts, the procedures set forth in paragraphs (a) to (c), inclusive, will be carried out.

(a) *Coordinated release of publicity; information to War Production Board and War Manpower Commission.* Adequate provision must be made for the coordinated release of publicity and the furnishing of information to the War Production Board and the War Manpower Commission. Such data will be made available at the earliest possible moment after final decision to decrease production in a given facility has been reached, so that those agencies can assist in arranging for the prompt reemployment of released workers and facilities in other production which is essential to the war effort.

(b) *Notice to contractors and workers; cooperation by contractors with War Manpower Commission and United States Employment Service.* The matters provided in this section are to be observed in order to avoid impairment of management and labor morale, and to avoid any mistaken public impression that curtailments are due to inefficient management or unsatisfactory work by the employees displaced. Notice of the proposed cutback will be given, as far in advance as possible, to each contractor whose production is to be substantially decreased. Particular care will be taken to include in this notice as detailed a statement of the reasons as appears advisable. The technical service concerned will urge the contractor to include a statement of the reasons for the cutback in a notification to the workers and their union representative, and to request his subcontractors and suppliers to take similar action. The contractor also will be urged to cooperate with the War Manpower Commission by making known his new net labor requirements and allowing the United States Employment Service representative to conduct job interviews at the plant if sufficiently large numbers of workers are to be displaced.

(c) *Preparation of official statements.* When, in the opinion of the chief of the technical service concerned, the case is of sufficient public interest, the office of the chief of the technical service will prepare an official statement to serve as the basis for a press release announcing the curtailment and the reasons for it. This statement will include the name of the municipality in which the plant or facility is located, the name of the plant or plants affected, the effective date of the curtailment, the end item or items affected, and the probable effect on future employment. At an appropriate time, copies of this statement will be furnished to the following:

(1) The Bureau of Public Relations, War Department.

(2) The Legislative and Liaison Division, War Department Special Staff.

(3) The Industrial Personnel Division, Headquarters, Army Service Forces.

(4) The Director of Matériel, Headquarters, Army Service Forces.

(5) The appropriate field office of the technical service concerned for preparation of the press release and its release in the affected locality.

Copies of this statement will also be furnished to such other offices as may be prescribed by an appropriate headquarters.

[1] (a) The furnishing of advice (in the ordinary routine of operations) on the procedures and methods to be employed by the contractor and subcontractors in connection with the termination and its settlement and in determining and presenting statements of termination charges is a part of the official duty of Government personnel performing functions in connection with termination settlements and is not regarded as in any way in conflict with Criminal Code, section 109; 18 U. S. Code 198.

(b) In this connection the Judge Advocate General rendered an opinion on 10 May 1944 as follows:

"It is the opinion of this office that an officer or employee of the War Department assigned to or regularly called upon to perform duties in connection with the termination of contracts may, without compensation or gratuity from the Government contractor directly or indirectly, comply with the directives of the Secretary of War contained in § 815.322, 8 March 1944, or with other duly authorized regulations or instructions of a similar nature, as a discharge of his proper official duties. The performance of such official duties, as indicated by the footnote to the mentioned procurement regulation, is not a violation of section 109 of the Criminal Code (18 U. S. C. 198)."

The footnote referred to in the last sentence of the quoted opinion of the Judge Advocate General is that numbered 1 (a) above.

§ 815.325 *Termination and settlement of subcontracts.*—(a) *Duty to terminate.* Paragraph (b) (3) of the uniform termination article (§§ 803.324, 815.901) for lump sum supply contracts[1] requires that the prime contractor "terminate all orders and subcontracts to the extent that they relate to the performance of any work terminated by the Notice of Termination", except as otherwise directed by the contracting officer. This obligation of the contractor should be performed immediately upon receipt of the notice of termination. Settling with the subcontractors and suppliers then becomes an obligation and responsibility of the contractor, subject to the approval (when required) of settlements by the contracting officer.

(b) *Rights of subcontractors.* (1) Under the uniform termination article (§§ 803.324, 815.901) for lump sum supply contracts,[2] subcontractors and suppliers have no direct rights against the Government upon the termination of a prime contract for the convenience of the Government. The rights of such subcontractors and suppliers are against the prime contractor or intermediate subcontractor who is directly obligated to them on the subcontract or purchase order which they hold. The extent of these rights will generally depend upon the terms of the subcontract or purchase order in question.

(2) Paragraph (e) (2) of the uniform termination article (§§ 803.324, 815.901) provides that the obligation of the Government to make payments under the article shall, with certain exceptions, be subject, in the discretion of the contracting officer, to deduction in respect of the amount of any claim of any subcontractor or supplier whose subcontract or order shall have been terminated. The purpose of this provision was to permit the withholding of sums owing by the prime contractor to his subcontractors, in order to assure their receipt by the subcontractor. In any case in which use is made of this provision, the prime contractor is entitled to have the withheld sum applied for his benefit in such a way as to exonerate him, to that extent, from the claim of the subcontractor.[3]

NOTE: Subparagraph (1) of paragraph (b–1) has been reprinted without change as paragraph (a) of § 815.437, and subparagraph (2) of paragraph (b–1) has been reprinted without substantial change as § 815.437a. Subparagraph (3) of § 815.324 (b–1) is eliminated, and the subject matter which was dealt with therein is now covered in § 815.437.

(c) *Action to be taken by prime contractor with respect to settlement of subcontracts.* The prime contractor to carry out his functions in connection with the settlement of subcontracts must arrange to see:

(1) That his subcontractors and suppliers stop work. (A form of suggested notice to them is set out in § 815.912 (b)).

(2) That they are requested to state promptly whether there will be any termination charges (as a result of the termination of their subcontracts), and if so that they are directed to file, and file seasonably, inventory schedules, contractor's own charges schedules, and contractor's settlement proposals, on the appropriate standard forms set forth in §§ 815.937 (a) to 815.939 (c) inclusive, in accordance with the instructions set forth in §§ 815.403 and 815.939 (d).

(3) That they are advised of the basis upon which they may obtain partial payments (see § 815.502 et seq.)

(4) That they arrange a proper program of disposal of property acquired for the performance of their subcontracts (see note following paragraph (b) and § 815.350 et seq.).

(5) That the statements of subcontractors are adequately reviewed (see §§ 815.431 to 815.435, inclusive).

(6) That a proper settlement of each subcontract and purchase order is negotiated with all possible speed (see paragraph (a)) and promptly presented to the contracting officer for approval, where such approval is required.

§ 815.326 *Interpretation of provisions of paragraph (b) (4) of the uniform termination article.* The following interpretation of paragraph (b) (4) of the uniform termination article (§§ 803.324, 815.901) has been approved by the Joint Contract Termination Board and issued by the Director, Office of War Mobilization on 2 May 1944:

Paragraph (b) (4) of the article provides that the prime contractor shall assign to the Government, in the manner and to the extent directed by the contracting officer, all of the right, title and interest of the prime contractor under the orders or subcontracts terminated by reason of their relationship to the work terminated by the termination notice. This provision was designed to assure the Government's right to require the transfer to it of the property and rights under the subcontract or order acquired by the prime contractor from his subcontractors through payments for which the prime contractor is reimbursed by the Government. Accordingly, paragraph (b) (4) is not to be construed as requiring transfer to the Government of other rights of the prime contractor against the subcontractor (such as set-offs or counterclaims) for which no Government reimbursement is made to the prime contractor. In this connection it was recognized in the preparation of the article that uniform provisions could not be drawn which would provide adequately in all cases for the disposition of patent rights involved in prime contracts or subcontracts, and the article is not intended to forbid the inclusion in contracts of separate provisions covering the disposition of such rights on termination.

[1] A similar provision is found in paragraph (a) (1) of the old standard termination article (§ 815.901a) formerly authorized for lump sum supply contracts and in paragraph (b) (2) of the standard termination article (§ 803.324 (a)) for lump sum construction contracts.

[2] (a) Subcontractors also have no direct rights against the Government in the event of termination under the old standard termination article (§ 815.901 (a)) formerly authorized for lump sum supply contracts or under the standard termination article (§ 803.324 (a)) for lump sum construction contracts.

(b) Subparagraph (2) of § 815.325 (b) is taken from a Directive Order issued by the Director, Office of War Mobilization, on 2 May 1944.

Property Disposition

§ 815.350 *Disposition of property.* As stated in paragraph (b) of § 815.106, so far as permitted by the contract being terminated, property acquired for the performance of the contract is to be disposed of with reasonable dispatch, as advantageously as is reasonably possible and in a manner which makes such property available for other productive use at the earliest possible moment. The settlement and payment of the amount owing to the contractor is not, however, to be delayed by reason of failure to dispose of property. Property not disposed of prior to the reaching of an agreement for settlement will be transferred to the Government, unless previously transferred in accordance with the provisions of subpart F–1 of this part (§ 815.850 et seq.). The policies and procedures with respect to the removal of property from contractors' plants subsequent to termination are set forth in said subpart F–1. Property included in termination inventories will be disposed of in accordance with the provisions in Part 807, which set forth procedures to be followed and price policies applicable to various classes of property.

(a) *Contract provision.* The uniform termination article for use in lump sum supply contracts (§§ 803.324, 815.901) provides in part as follows:

(b) After receipt of a Notice of Termination and except as otherwise directed by the contracting officer, the contractor shall • • •: (6) transfer title and deliver to the Government in the manner, to the extent and at the times directed by the contracting officer (i) the fabricated or unfabricated parts, work in process, completed work, supplies and other material produced as a part of, or acquired in respect of the performance of, the work terminated in the Notice of Termination, and (ii) the plans, drawings, information and other property which, if the contract had been completed, would be required to be furnished to the Government; (7) use his best efforts to sell in the manner, to the extent, at the time, and at the price or prices directed or authorized by the contracting officer, any property of the types referred to in subdivision (6) of this paragraph: *Provided, however,* That the contractor (i) shall not be required to extend credit to any purchaser and (ii) may retain any such property at a price or prices approved by the contracting officer.

Attention is invited also to the last two sentences of paragraph (a) of the standard termination article formerly authorized for use in lump sum supply contracts which is reprinted for the convenience of Government personnel in § 815.901a.

(b) The policy as to the disposition of contractor-owned property pursuant to the provision quoted in paragraph (a) has been stated by the Under Secretary of War as follows:

JUNE 30, 1943.

Memorandum for: The Commanding General, Army Air Forces. The Commanding General, Army Service Forces.

Subject: Disposition of Contractor-Owned Property on Termination of Contracts for the Convenience of the Government.

1. At the present time a substantial number of war contracts have been terminated for the convenience of the Government because of necessary changes in the procurement program. Contractors and subcontractors have acquired for the performance of these contracts considerable quantities of raw materials, parts and supplies. In addition they have considerable quantities of work in process.

2. These inventories of materials, parts, supplies and work in process must be utilized promptly in war production in the most efficient manner possible. Much of this material is critically needed by other war manufacturers and producers and it is the duty of War Department procurement officers to see that the material is made available at the earliest possible moment for use in essential war work. This usually can best be accomplished by disposing of these inventories promptly, either through the same industrial organization which acquired or produced them or through other recognized industrial channels for the particular type of material in question.

3. The standard form of contract article for termination of contracts for the convenience of the Government now used by the War Department provides broad and ample authority for any Contracting Officer to authorize or direct the contractor to sell or retain, at a price approved by the Contracting Officer, any supplies, partially completed supplies, work in process, or material acquired or manufactured by the contractor in the performance of the contract and further provides that the proceeds of such sale or agreed price shall be paid or credited to the Government in such manner as the Contracting Officer directs so as to reduce the amount payable to the contractor by the Government by reason of the termination. The prompt and courageous exercise to the fullest extent possible of this authority given to Contracting Officers to dispose of this contractor-owned property in accordance with the principles of sound business judgment will achieve the objective of returning the property to use in war production. Such action is essential also to the expeditious settlement of termination claims. It will in a very real sense facilitate the prosecution of the war.

4. Frequently this material must be sold at a substantial amount below its cost. In many instances work in process must and should be sold as scrap for scrap prices. It is inevitable that losses will take place. Rarely will delay in disposing of such property help the war effort or result in any substantial savings to the Government. Under present circumstances, no materials should be hoarded merely in the vague hope that at some future date the property may have a future use or a greater value.

5. You will order your contracting officers to pursue a vigorous policy of disposing of such property, promptly and intelligently. They will be supported in the exercise of their honest judgment in carrying out these instructions.

6. The same policy must be applied to obsolete or unneeded machinery and equipment. Where it has no suitable use in production it should be disposed of promptly so that the scarce and critical materials out of which it is made can be used in the manufacture of new and vitally needed instruments of production.

ROBERT P. PATTERSON,
Under Secretary of War.

(With respect to paragraph 6 of this memorandum, see footnote 1.)

(c) *Approval of the contracting officer.* Pursuant to the provision quoted in paragraph (a) the contractor (1) may be authorized or directed by the contracting officer to make reasonable efforts to sell property to which he has title at prices approved by the contracting officer, or (2) may be permitted to retain such property to which he has title with the approval of the contracting officer at a price mutually agreeable. Such authorizations to sell or retain property shall be subject to the regulations relating to sales of termination inventories set forth in Part 807. In each instance the prior approval or subsequent ratification of the contracting officer must be obtained except as provided in § 815.354.

(d) *Protection of the rights of assignees and the Government.* (1) If the amounts payable under the contract have been assigned by the contractor, the contracting officer should take appropriate steps in each case to see that the proceeds of any sale or retention of property are dealt with in a manner to protect the proper interests of the assignee. If the amounts of property to be sold are to be substantial, or if a series of sales is likely, normally the written consent of the assignee should be obtained to the method of disposition proposed.

(2) The assignee of a contract which contains, prior to the assignment, the uniform termination article (§ 803.324) or the standard article formerly authorized for use (see § 815.901a) takes his assignment subject to the provisions of such article (quoted or referred to in paragraph (a)) but even in such cases the contracting officer should make reasonable efforts to protect the proper interests of the assignee.

(3) Where the Government has made advance payments, or partial payments pursuant to §§ 815.500 to 815.512, or participated in guaranteed loans, related to the contract in process of termination, the interest of the Government in preserving adequate security or obtaining payment where property is to be retained by the contractor or in the proceeds of the property which is to be sold or retained for sale by the contractor should be protected by proper coordination, in advance, with the officers or Branch charged with the administration of such advance payments, partial payments, or loans.

§ 815.351 *Inventory.* Obtaining an inventory of property on hand is the first step in proceeding to dispose of property acquired or produced for the performance of the terminated portion of the contract. The standard inventory schedules for use by prime contractors and subcontractors, Forms C–1, C–2, and C–3, are set forth in §§ 815.939 (a) to 815.939 (c) inclusive. The General Instructions for use of all the Standard Forms are set forth in § 815.403, and the Special Instructions for Description of Inventory in Standard Forms C–1, C–2, and C–3 are set forth in § 815.939 (d).

(a) *Basis of pricing inventory.* Instructions for completing the cost data of inventories appear on Standard Forms C–1, C–2, and C–3. Cash discounts, trade discounts, special rebates, and similar price reductions should be reflected either in the detailed cost data or as a separate deduction.

(b) *Inventory should include bids for contractors' or subcontractors' property which they are willing to retain.* Usually the most effective method of making property available for other essential war work is to have the contractor or subcontractor take it over and use it himself or dispose of it (see § 815.361). Accordingly columns have been provided in Standard Forms C–1, C–2, and C–3 for offers by the prime contractor or subcontractor filing the forms, in which may be shown the items which he wishes to retain and the prices offered therefor.

(c) *Partial inventories.* Contractors should be encouraged to submit partial inventories, preferably by classification or location, where they have an offer for the property so listed. Partial inventories should also be encouraged covering those articles in which the contractor and the trade have no particular interest and which will probably have to be disposed of through other channels. The prompt submission of partial inventories will enable the contracting officer to approve disposition when bids or offers by the contractor or others are included. It should be pointed out to contractors that cooperative action in this respect will expedite the removal of unneeded property from their plants.

(d) *Copies.* The contracting officer should advise the contractor of the number of copies of Standard A, B, and C Forms that will be required for use of the Government in a particular case, and the contractor should supply this information to his subcontractors and suppliers. Contractors and subcontractors will in addition prepare as many additional copies of the forms for their own use as they may deem necessary. The paper on which the forms are prepared can be used for reproduction by liquid process duplicating machines.

§ 815.352 *Rights of contractor where disposition or retention of property is at a loss to the contractor or a subcontractor.* (a) Where the sale or retention of property (properly allocable to the uncompleted portion of a terminated contract) at a price less than its cost is approved in advance or ratified by the contracting officer, the contractor will be allowed in the termination settlement the cost of the item and the proceeds of the sale or the agreed value will be credited to the Government as the contracting officer may direct.

(b) Similar treatment will be accorded to subcontractors.

§ 815.353 *Where contractor or subcontractor is willing to forego reimbursement for the cost of any property.* Frequently as to certain property (e. g. standard materials and parts) the contractor be willing to retain or take over property at cost and agree not to include such property in any request for reimbursement. Unless in rare instances where the contracting officer wants the specific property transferred to the Government (as, for example, because it is a critical material or because it has risen sharply in value) it will be normal procedure for the contracting officer to notify the contractor, at the time of serving the termination notice or by subsequent written instructions (see par. 7a of suggested instructions to contractor, § 815.936), that, without further authority of the contracting officer, the contractor may retain any property to which he has title if he agrees to make no request for reimbursement. The contracting officer should direct the contractor similarly to advise subcontractors and suppliers. However, in any case where there is an advance payment or partial payment outstanding with respect to the contract, or a guaranteed loan outstanding to the contractor, subcontractor or supplier, no such blanket authority will be given by the contracting officer without proper coordination in advance with the officers or branch charged with the administration of advance payments, partial payments, or guaranteed loans, as provided in § 815.350 (d) (3). Where such blanket authority has previously been granted, it should appropriately be limited or conditioned, if the interests of the Government so require, before an advance or partial payment is thereafter made.

§ 815.354 *Return of property by contractor to his vendors and suppliers.* (a) The contracting officer may authorize in advance the return of property by a contractor to his suppliers in appropriate cases (see 2d sentence § 815.353) where no cost to the Government is involved other than reasonable transportation charges for such property. The contracting officer in addition, in appropriate cases, may include in such authority the incurring of reasonable packing and handling charges.

(b) The contracting officer will ordinarily authorize the return of property by a contractor to his suppliers, even if a loss to the Government is involved, unless he in his discretion determines that the discount is unreasonable or that uneconomical or unreasonable transportation is involved. Authorizations under this paragraph shall be subject to the regulations relating to sales of termination inventories set forth in Part 807.

§ 815.355 *Retention of property by prime contractor at less than cost.* The fixing of a value to a contractor for property which he will agree to retain should take into consideration, to the extent deemed relevant in the particular case, the same factors that are considered in the matter of sales by the prime contractor except that there is the additional factor of the utility to the contractor of the property in his own manufacturing operations. All retentions by a prime contractor at less than cost must be approved by the contracting officer pursuant to § 815.350 (c), and shall be subject to the regulations relating to sales of termination inventories set forth in Part 807.

(a) *Diversion of property or orders to other contracts.* (1) It is the policy of the War Department to encourage contractors and subcontractors so far as possible to divert to other war production all materials, equipment, and supplies which have become excess by reason of the termination of a contract or subcontract. If notice of termination of any contract to which such property is diverted is thereafter given, the contractor is entitled in the settlement of this contract to reimbursement for the property so diverted to the extent that the property is properly allocable to this contract and is within the reasonable quantitative requirements of the entire contract. Thus, where the cost of such property was not included in the settlement of the original terminated contract, or where the cost was included but the contractor retained the property at an agreed value, the cost or agreed value, as the case may be, together with any charges properly applicable thereto, may be included in the termination settlement of the contract to which such property was diverted.

(2) Where a saving to the Government may be effected, contractors and subcontractors should divert property from a terminated contract to a continuing contract in accordance with subparagraph (1) above even if it necessitates the cancellation of orders which have already been placed for materials, equipment, or supplies under the continuing contract. If notice of termination of the continuing contract is subsequently given, the reasonable cost to the contractor of cancelling these orders may be included in the termination settlement as part of the cost of materials applicable to the terminated portion.

(3) Similarly, it is the policy of the War Department to encourage the transfer of orders for materials, equipment, supplies and services from contracts or subcontracts being terminated to continuing contracts or subcontracts where a saving to the Government may be effected and where the property or services covered by the orders transferred will be properly allocable to the continuing contract and within the reasonable quantitative requirements of the entire contract. Where the transfer of an order from a contract being terminated to a continuing contract necessitates the cancellation of orders under the continuing contract, the cancellation charges thereon may be included in the settlement of the contract being terminated.

§ 815.356 *Sales by contractor; when made.* Such sales will ordinarily be made after the taking of a physical inventory (see Termination accounting Manual, pars. 2301 et seq., 3101 et seq.) pursuant to the provisions of § 815.321 (i). However, as set forth in § 815.351 (c) (regarding the submission of partial inventories), a list of any property available for sale should be presented by the contractor at any time, when an offer for particular property is available.

§ 815.357 *Sales records.* The contractor's records shall clearly show all sales with specific detailed identification of the

[1] The cost of machinery and equipment owned by the contractor will ordinarily be taken into account in connection with the termination settlement only consistently with §§ 815.484, 815.485 and 815.486. Where such cost is properly to be taken into account and charged to the terminated contract, such property may be sold (a) prior to the transfer of title to the Government and the sale price credited to the Government as provided in § 803.352 (a) and other provisions of §§ 815.350, to 815.377, inclusive, or (b) after transfer of title to the Government, pursuant to Part 807. No such sale should be approved by the Contracting Officer until he has determined that the cost of such property is properly to be taken into account in connection with the determination settlement in accordance with the principles of this part.

items sold and the individual sales prices. The contractor's procedures shall also provide for the separate invoicing of sales and the crediting of these amounts in the proposed settlement (see Termination Accounting Manual, pars. 2301 et seq., 3501 et seq.).

§ 815.359 *Grants of discretionary power to prime contractor.* (a) The factor of time is frequently one of the most important elements in determining whether a prospective sale will or will not be made by a contractor or a subcontractor. It is therefore essential to eliminate insofar as possible, the necessity for the contracting officer's approval of each prospective sale. To accomplish this in appropriate cases and with proper safeguards to prevent abuse, a contracting officer may, in his discretion authorize a contractor, in advance, to dispose of property at stated discounts off cost for specific classes of property involved in a particular contract. A contracting officer may also authorize a contractor, within such limits as the contracting officer may prescribe, to permit any of his subcontractors or suppliers to retain or dispose of property in their possession, acquired or manufactured for the work under the contract, at similar discounts. Authorizations under this paragraph shall be subject to the regulations relating to sales of termination inventories set forth in Part 807.

(b) Where a range of discretion is granted to a prime contractor as to the sale of property in his possession, or as to the sale or retention of property by subcontractors, frequent periodic reports by the contractor to the contracting officer of the exercise of this discretion should be required.

§ 815.362 *Applicability of regulations of other agencies relating to disposition of property.* Sales or other disposition of property will be made in accordance with the rules and regulations of the War Production Board, Office of Price Administration, the Aircraft Resources Control Office of the Aircraft Production Board and any other Governmental agency having jurisdiction thereof. Responsibility for compliance therewith shall rest with the contractor. Contracting officers and their staffs will assist in every reasonable manner in obtaining necessary clearances.

§ 815.363 *Accounting of property disposed of by prime contractor.* The contractor's accounting procedures should comply with the standards outlined in the Termination Accounting Manual. The Government accounting personnel in reviewing disposals or retentions of property by the contractor should establish, within the limits of the accounting review directed by the contracting officer in the particular case, the accuracy with which the dispositions of property approved by the contracting officer have been reflected in the settlement proposed by the contractor (see § 815.357). However, it is not the responsibility of the accounting personnel to pass upon the fairness of the prices at which such property has been disposed of nor to question the judgment of the contracting officer in authorizing such disposal. The results of their review should be included in any report prepared for the guidance of the contracting officer in connection with the proposed settlement. (See Termination Accounting Manual, paragraphs 2301 et seq., 3201, 3501 et seq.).

§ 815.364 *Credit risks on sales.* Sales will ordinarily be made for cash. No contractor or subcontractor shall be obligated to sell except for cash, and credit will be extended by any contractor or subcontractor at his own risk.

§ 815.365 *Disposition of property by subcontractor.* The sale or disposition of property related to the terminated contract which is in the hands of subcontractors or suppliers will be dealt with in accordance with any applicable provisions of the subcontract or purchase order in question and with substantially the same procedures, prescribed in § 815.350, and for the disposition of property in the hands of prime contractors. Except as provided in § 815.359, all disposals or retentions of property by subcontractors involving a loss which will become a part of termination charges to be borne by the Government should be submitted to the prime contractor for necessary approval or should be made consistently with a program approved by the prime contractor acting pursuant to authority granted by the contracting officer.

§ 815.366 *Approval of contracting officer.* Normally both the prime contractor and any subcontractor or supplier will desire to have the contracting officer's approval of the sale or retention by such subcontractor or supplier of property, acquired in connection with the performance of a terminated contract. Such sales or retentions will enter as credits into the settlement of the termination charges of such subcontractors or suppliers and in obtaining reimbursement of these charges, prime contractors will need to obtain the approval of the contracting officer (see § 815.325 (b)). Accordingly such approval should be obtained currently as the prime contractor authorizes each sale or retention of property, unless he is acting within the range of a prior grant of authority pursuant to § 815.359. The contracting officer in granting or withholding such approval must as a practical matter rely on the prime contractor's judgment and should grant approval in all cases where a proposed sale or retention recommended by the prime contractor is consistent with usual business practice, and with the regulations relating to sales of termination inventories set forth in Part 807.

§ 815.367 *Transfer of title to the Government.* Provisions governing the transfer to the Government of title to property in the possession of contractors and subcontractors are set forth in § 815.863.

§ 815.370 *Sales of Government-owned facilities.* When any supply contract is terminated, the contracting officer will ascertain whether or not the contractor is in possession of any Government financed-facilities required under any Emergency Plant Facilities contract, Special Facilities contract, Defense Plant Corporation lease agreement, facilities article set forth in § 803.332, or other contract, lease or article providing for facilities to be financed by the Government, and will determine or recommend to higher authority whether or not such possession by the contractor should be terminated. Generally, disposition of such facilities will be in accordance with the terms of the termination provisions in the facilities contract, lease or article, as the case may be. Subject to such provisions, disposition of such facilities (other than real estate) will follow the procedure set forth in Part 807. When the standard Government-owned facilities article (§ 803.332) is included in a supply contract, the contracting officer should ascertain whether the contractor has been given written approval to use such facilities for any additional work for which the Government has contracted. The last sentence in paragraph (b) of the standard Government-owned facilities article prescribed in § 803.332, reads as follows:

> The government hereby grants to the contractor the right to use, without the payment of rental therefor, such facilities in connection with the work herein contracted for and, subject to written approval of the contracting officer, for any additional work for which the government may contract.

If such prior written approval has been given, the contracting officer would be without authority to direct the disposition of such facilities.

§ 815.375 *Government-furnished equipment and free-issue property.* Government furnished equipment and Government free-issue property included in termination inventories may be sold or otherwise disposed of by the contracting officer in accordance with the regulations relating to sales of termination inventories set forth in Part 807.

§ 815.376 *Property to which the Government has security title by virtue of provisions of contract article governing partial payment.* Property to which the Government has security title by virtue of provisions of a contract article governing partial payments of the type set forth in §§ 803.330 and 803.331 may be disposed of in termination proceedings pursuant to the provisions of the new uniform termination article (§§ 803.324, 815.901) or the old standard termination article (§ 815.901a) and this part, irrespective of whether subparagraph (d) is contained in the partial payment article as authorized by §§ 803.330, 803.331 and 803.331a. In approving the disposition of such property to or through the contractor, care will be exercised to protect the interest of the Government or of assignees as provided in § 815.350 (d).

Preparation and Review of Contractors' and Subcontractors' Accounting Statements and Proposals for Settlement: Accounting Guides to a Negotiated Settlement

§ 815.400 *Summary of action to be taken with respect to presentation of contractor's statements and proposals for settlement.* The following principal steps will be taken to bring about the settlement and payment of amounts, if any, due to the contractor and his subcontractors and suppliers in connection with the termination settlement:

(a) An initial conference will be held with the contractor at or about the time that the termination notice is sent (see § 815.322). At this conference the general outlines to be followed in making the settlement will be negotiated and a definite program for its completion will be worked out in detail.

(b) The contractor will file the appropriate Standard Forms referred to in § 815.402, in accordance with the Instructions set forth in §§ 815.403 and 815.939 (l).

(c) The various subcontractors will file with their immediate purchasers similar appropriate Standard Forms. In any instance where the settlement of a subcontract is likely to be complicated, the preparation of the Standard Forms should usually be the subject of a conference between the prime contractor or the subcontractor and his immediate supplier.

(d) Each contractor and subcontractor will review, through his own personnel, the statements presented by his immediate subcontractors and suppliers (see §§ 815.431 to 815.435, inclusive) and will negotiate settlements with them, subject to the approval of the contracting officer where such approval is required.

(e) The contracting officer will utilize the services of the Government accounting personnel in connection with the settlement to the extent that he deems desirable in the particular case. In this connection special attention is invited to the fourth paragraph of the memorandum of the Under Secretary of War dated 10 February 1944 set forth in § 815.422. Any report requested of Government accounting personnel (see § 815.424), and the comments and recommendations therein contained, will be regarded as advisory only and will not bind or control the discretion of the contracting officer.

§ 815.401 *Negotiated settlement compared with a formula settlement.* The preparation of accounting data and of a proposal for settlement are designed to facilitate the negotiation of a settlement of the amount due in connection with the termination of the contract. Such a negotiated settlement is authorized by paragraph (c) of the new uniform termination article for use in lump sum supply contracts (§§ 803.324, 815.901) and in the old standard article (see § 815.901a). If such a settlement cannot be negotiated between the contracting officer and the contractor, then, under the termination article, settlement will be made in accordance with the formula contained in paragraph (d) of both the new uniform article (§ 803.324) and the old standard article (§ 815.901a). A negotiated settlement can be made more expeditiously than a formula settlement and results in more prompt payment of the amounts owing to contractors and subcontractors. The method of settlement by negotiation, therefore, is to be regarded as the primary and more satisfactory method of settlement. Settlement by formula will be a secondary method and will be resorted to as provided in § 815.560.

§ 815.402 *Standard Forms.* Standard Forms have been adopted covering (a) Contractor's Settlement Proposal, Forms A–1, A–2, A–3 and A–4 (set out in § 815.937 (a), (b), (c), and (d)); (b) Contractor's Own Charges Schedule, Forms B–1 and B–2 (set out in § 815.938 (a) and (b)); and (c) Inventory Schedule, Forms C–1, C–2 and C–3 (set out in § 815.939 (a), (b) and (c)). These forms are for use by prime contractors and subcontractors alike. The terms "subcontractor" and "supplier" are used interchangeably to refer to such persons in all tiers, and include materialmen.

§ 815.403 *General Instructions for use of Standard Forms.* The following General Instructions are applicable to the use of the Standard Forms referred to in § 815.402:

GENERAL INSTRUCTIONS FOR USE OF STANDARD FORMS IN PRESENTING SETTLEMENT PROPOSALS ARISING FROM TOTAL OR PARTIAL TERMINATION OF FIXED PRICE SUPPLY CONTRACTS

I. INSTRUCTIONS APPLICABLE TO ALL FORMS

General policy regarding use of standard forms. 1. As a means of assisting prime and subcontractors in the preparation of settlement proposals and of expediting the review of such proposals, the War Department has provided standard forms for general use.

2. These forms are to be used in connection with all fixed price supply contracts terminated after 15 May 1944. In exceptional cases, if the forms fail to present the essential facts or are not sufficiently applicable, contracting officers may authorize some other method of presentation on forms specially designed for the purpose. Contractors having contracts terminated prior to 15 May 1944 should also use the forms, where proposals have not yet been prepared on other forms. All subcontractors should use the standard forms, to the greatest extent practicable.

3. Contracting officers are authorized to permit the omission of data called for by the standard forms in particular instances to the extent that such data are not applicable, are not reasonably obtainable, or are not deemed necessary for the adequate substantiation of proposals for settlement or for disposal of property and to require additional data when necessary for settlement.

4. Information should be supplied in accordance with the requirements set forth on the forms. Failure to do this may result in delayed settlements.

5. The forms are designed to present information required for settlement of terminated contracts as well as for disposal of property resulting from such terminations. In connection with property disposal, contractors and contracting officers will be guided by the general policy that, without delaying the final settlement, surplus raw materials and work in process should be disposed of finally, to the extent practicable, promptly after termination so that delivery of property or passing of title to the Government will be unnecessary. Where the settlement proposal is less than an amount to be prescribed from time to time in regulations, *all* property involved should normally be finally disposed of so that no delivery or passing of title to the Government is involved.

Types of Standard Forms Provided. 1. The following outline indicates the individual forms provided and when they are to be used:

Where Settlement Proposal, before Disposal Credits, is $10,000 or over—Long Form Procedure

Form A–1 Contractors Settlement Proposal—Summary Statement:

This Statement is supported by a schedule of the contractor's own charges to date of termination—B–1 or B–2.

Form B–1 Contractor's Own Charges Schedule—If contractor is presenting his charges on an *Inventory* basis.

Form B–2 Contractor's Own Charges Schedule—If contractor is presenting his charges on a *Total Cost* basis.

The "B" schedule is supported by Inventory Forms:

Form C–1 Raw Materials, Purchased Parts and Supplies.

Form C–2 Work in Process.

Form C–3 Jigs, Tools, Dies, Fixtures, etc.

Where Settlement Proposal, before Disposal Credits is Under $10,000—Combination Form Procedure

One Combination Statement Form may be used.

Form A–2, if contractor is presenting his proposal on the *Inventory* basis.

Form A–3, if contractor is presenting his proposal on a *Total Cost* basis.

Where Settlement Proposal is under $500 the Short Form A–4 may be used

2. Even though a particular settlement proposal, before disposal credit is under $10,000 the contractor may use the "C" schedules if he finds them more appropriate, or he may use the entire long form procedure, if he prefers.

Inventory vs. Total Cost Methods for Presenting Proposals. 1. Under the inventory method, the costs allocable to the work done on the uncompleted portion of the contract plus profit, if any, are presented in the proposal. This method should be followed, wherever practicable.

2. Under the total cost method, the costs applicable to all work done on the contract are summarized, plus profit, if any, and deduction is made for payments made or to be made for completed units. This method should be used only when the inventory method is not practicable.

Cost Data Presented in Standard Forms. 1. In presenting all cost data on standard forms the contractor should be guided by the Statement of Principles for Determination of Costs Upon Termination of Government Fixed Price Supply Contracts (§ 815.481) issued by the Joint Contract Termination Board, together with any further interpretations which may subsequently be issued.

2. It is of special importance that adequate explanations be submitted as to the methods followed in allocating common items of inventory, common claims of suppliers, indirect factory expense, and general administrative expense.

Finished Units on Hand at Date of Termination. 1. Normally prime contractors will obtain payment for finished units at the contract price and such units will not be reported on inventory forms.

2. Subcontractors may not in all cases be permitted to obtain payment through regular billing procedure for finished units on hand at date of termination. If such finished units can properly be included in the settlement proposal under the existing contractual arrangements, they should be reported as follows:

Contractors Using Combination Form Procedure

List and describe in Inventory Schedule provided on Form A–2 or A–3.

Contractors Using Long Form Procedure

Use a separate page of Form C–1 with headings appropriately modified.

1. In filling out the inventory schedules, it is permissible to lump small quantities of items under a "Sundry" caption with a general description of the type of items included, where the aggregate amount involved does not warrant greater detail. As a general rule, the cost of the items included under the "Sundry" caption should not total more than 20% of the total cost of the particular inventory classification or $1,000—whichever is less.

2. If the proposal is submitted on the "Inventory" basis, no item of property for which the contractor does not propose to make a charge need be listed. If, however, the contractor seeks any profit on such items, the basis of such a charge must be clearly set forth.

Miscellaneous Instructions. 1. A separate set of forms should be submitted for each contract terminated unless grouping of several contracts of the same contractor for settlement purposes is approved by the contracting officer.

2. All certificates must be signed by authorized representatives of the contractor. Only one executed certificate is required for each form or schedule—irrespective of the number of pages—unless additional certificates are requested by the contracting officer.

Other Applicable Regulations—War Department Contracts. 1. The general procedures for the handling of terminated War Department fixed price supply contracts are contained in Procurement Regulations No. 15. Instructions as to the accounting review of termination settlements by Government personnel are contained in TM 14–320, Termination Accounting Manual for Fixed-Price Supply Contracts.

2. These regulations should be consulted by contractors as further guides as to the nature of the data to be presented in these standard forms.

II. INSTRUCTIONS APPLICABLE ONLY TO LONG FORM PROCEDURE

Time of presenting individual forms. 1. The following plan may be followed, to the extent practicable:

a. Submit "C" Inventory Schedules as quickly as possible to facilitate disposition of inventory. Cost data should be completed to the extent practicable, without unduly delaying submission of forms. However, cost information is particularly needed for property disposal purposes in connection with property listed on the C–1 form.

b. Submit "B" Contractor's Own Charges Schedule supported by "C" schedules containing cost data so that the accounting review of these charges can be started.

c. Submit "A" Contractor's Settlement Proposal—Summary Statement which is the basis for the negotiation of a final settlement.

2. All of above forms and schedules may, however, be filed at one time. In some cases the "C" schedules can be filed first and then the "B" schedule and "A" form be filed together.

Inventory schedules. 1. Where any inventory schedule requires the use of two or more sheets, the entire heading need not be repeated on the second and subsequent sheets. Only the contractor's name and the Government contract number, need be repeated, plus the required page number information.

2. Inventory schedules listing Government owned property should be submitted *only* for property disposition purposes and should *not* be filed as a part of the Settlement Proposal. "Contractor Owned" inventory includes all property for which reimbursement may be claimed even though security title may have passed in connection with partial or progress payments.

3. Special instructions for describing inventory in column 2 of all "C" forms have been prescribed to facilitate property disposition and to comply with the requirements of the various property disposal agencies. These instructions are attached as Appendix A (see § 815.939 (d). Additional instructions and administrative interpretations may be given from time to time through contracting officers.

§ 815.404 *Special instructions applicable to Forms C–1, C–2 and C–3.* Special instructions have been adopted for the description of inventory in Forms C–1, C–2 and C–3, and are set out in § 815.939 (d) immediately following these forms.

§ 815.405 *Penalties for false certification.* Contractors and subcontractors, in executing the certificates included in the standard forms, are subject to penalties for any false certification. (See 18 U. S. Code 80.)

§ 815.406 *Prompt submission of proposed settlements with subcontractors.* Proposed settlements with subcontractors, which are to be approved or ratified by the contracting officer pursuant to the provisions of § 815.437, should be submitted to the contracting officer from time to time as promptly as it is possible to do so.

§ 815.407 *Documentary evidence in support of contractor's statement.* War Department requirements as to documentary evidence, such as are in force with respect to cost-plus-a-fixed-fee contracts, are not applicable to negotiated termination settlements of fixed price supply contracts. In the case of settlements by negotiation, no such documentary evidence is to be submitted to the disbursing officer. Contractors and subcontractors, however, are held to the standards of good commercial practice as to possession and maintenance of records, and should preserve all pertinent records and supporting papers so that the Government can make such inspection of them as it deems necessary. In paragraph (h) of the new uniform termination article (§§ 803.324, 815.901), a requirement of preservation of such records for three years has been established. It should be remembered that when a fixed price supply contract is completed, the contractor is not ordinarily required to prove his costs under the contract, except possibly in connection with renegotiation proceedings, and even these are usually conducted on an "over-all" basis for each contractor. The contractor should therefore not be required to state his costs in unreasonable detail in connection with termination proceedings. There is no justification for obliging a contractor to maintain an otherwise unnecessarily elaborate cost accounting system merely because of the possibility that his fixed-price contracts may be terminated for the convenience of the Government.

§ 815.420 *Accounting review of the contractor's and subcontractors' statements.* Accounting reviews will be made in accordance with the provisions of § 815.421 et seq.

§ 815.421 *The Termination Accounting Manual.* The Termination Accounting Manual is designed (see § 815.109) for the assistance of contractors and accounting personnel in reviewing the statements and proposals of contractors and subcontractors.

(a) *Matters included in Termination Accounting Manual.* The Termination Accounting Manual contains certain of the provisions set forth in this part as necessary background for the instructions given to the Government accounting personnel. For the convenience of Government personnel engaged in and conducting termination settlements, there have been set out in this regulation certain material also found in the Termination Accounting Manual.

(b) *Termination Accounting Manual not applicable to formula settlements.* The Termination Accounting Manual (T. A. M., par. 1113) does not prescribe audit procedures for settlement made through the use of the formula set forth in paragraph (d) of either the old standard termination article (see § 815.901a) or of the new uniform termination article (§§ 803.324, 815.901), as contrasted with settlements made on the negotiated basis pursuant to paragraph (c) of such termination articles. Procedures for formula settlements will be determined by the chief of the technical service concerned consistently with this part and with accounting methods prescribed by the Office of the Fiscal Director, Headquarters, Army Service Forces. The cost principles set forth in § 815.480 and following sections will be applied in making formula settlements. Prompt written notice will be given to the Contract Termination Branch, Readjustment Division, Headquarters, Army Service Forces (through the chief of the technical service), of any settlement which is to be made in whole or in part on a formula basis but action by the chief of the technical service with respect to such settlement will not be delayed to await any action upon the report. Such report will contain a full statement of the issues remaining unsettled where a partial settlement has been effected (see §§ 815.535 and 815.560).

(c) *Examination of subcontractors' claims.* The Termination Accounting Manual (see T. A. M., par. 1114) is prescribed as a guide in making an accounting examination of claims of subcontractors when such examinations are to be made by Government accounting personnel (see § 815.437). It is also suitable for use by contractors in the examination by them of subcontractors' charges.

(d) *Termination Accounting Manual not applicable to sections of contract already on a cost basis.* Some fixed-price supply contracts provide that certain facilities shall be furnished on a cost basis. Since reimbursement has been made for these facilities on a cost basis to the extent completed, the Termination Accounting Manual is, therefore, not applicable to such portions of the contract (see T. A. M., par. 1115). The audit procedures in connection with costs of facilities contracts are set forth in the Manual for Administrative Audit of Cost-Plus-a-Fixed-Fee Supply Contracts.

§ 815.422 *Function of the contracting officer in reviewing statements and proposals of contractors.* The contracting officer has the responsibility for passing upon the contractor's proposal and arriving at an agreement with the contractor. In carrying out these functions, the contracting officer must decide the extent to which he requires independent review and verification of the contractor's statement by personnel qualified to deal with accounting matters (see T. A. M., par. 1104). In this connection, the accounting personnel operate to assist the contracting officer in an advisory capacity when such technical assistance is requested by him. Contracting officers will pursue a policy of reducing auditing to a minimum consistent with protecting the interests of the Government. Whenever possible, reliance should be placed on intelligent reviews of contractors' data rather than on detailed audits. In those cases where audits do appear to be necessary, it is also expected that they will be carried out in accordance with the principles of selective auditing (see T. A. M., par. 1106).

Attention is invited to the following memorandum of the Under Secretary of War which indicates the nature of the responsibility of the contracting officer to expedite negotiations and the proper method of utilizing the services of accounting personnel:

10 FEBRUARY 1944.

Memorandum for the Commanding General, Army Service Forces. The Commanding General, Army Air Forces.

Subject: Approval of Contractors' Statements of Charges in Contract Termination Settlements.

1. Termination procedures established in the contracting offices of the Army Service Forces and the Army Air Forces have not produced expected results. The reluctance of Contracting Officers to execute courageously their responsibilities as outlined in Procurement Regulation 15 [1] continues to delay unnecessarily contract termination settlements. This reluctance is evidenced by the number of settlements awaiting Contracting Officers' approval as to disposition of contractor-owned property or as to contractors' statements of charges. My position regarding disposition of contractor-owned property was discussed in memoranda dated 30 June and 30 December, 1943. It is important that the principles stated in those memoranda be applied.

2. Statistics available indicate that contractors' statements of charges are often substantially in excess of amounts included in negotiated settlement agreements. This condition arises in most cases because contractors are not completely familiar with the proper method of presenting a statement of charges. It is a primary duty of Contracting Officers to instruct contractors in the general principles stated in Procurement Regulation 15 [1] and the Termination Accounting Manual in order that they may be able to prepare statements of charges which can be included properly in the negotiated settlement agreements. At the time of the first conference with the contractor, the Contracting Officer should develop the general outlines on which settlement will be made. The problems of the particular case should be analyzed and wherever possible an agreement should be reached as to the general basis for the preparation of the contractor's statement. If properly done, this will reduce the amount of accounting review necessary and result in fewer differences between contractors' settlement proposals and the sum finally agreed upon.

3. It is the policy of the War Department, definitely stated in Procurement Regulation 15,[1] that the contractor receive fair and reasonable compensation for the work performed and for the supplies and articles furnished under the terminated contract. In this respect the work of Contracting Officers will be evaluated not by the extent to which they succeed in reducing the settlements proposed by contractors, but by the extent to which prompt settlements, which are fair both to the contractor and to the Government, are made.

4. The delay in approving contractors' statements of charges results not only from improper preparation of statements but also from the unreasonable utilization of detailed auditing. Reluctance to make use of the office review procedure and an insistence on field audits have delayed settlements for extended periods. It is important that office reviews of the scope outlined in Procurement Regulation 15 be utilized to the fullest extent and that field audits be the exception rather than the rule. Contracting Officers should bear in mind that in submitting statements to the Government the contractor represents that the facts stated are true and he is subject to penalty for any false certificate. (See 18 U. S. C. 80). Both Procurement Regulation 15 [1] and the Termination Accounting Manual place responsibility on the Contracting Officer for deciding the extent to which he requires verification of the contractor's statement. While the Contracting Officer should have adequate accounting information available in making his decisions, it is his responsibility to make prompt and final decisions after having obtained the reports prepared by accounting personnel.

5. It is suggested that Contracting Officers be instructed in accordance with the foregoing.

ROBERT P. PATTERSON,
Under Secretary of War.

§ 815.423 *Accounting personnel and function in connection with termination settlements.* In connection with termination settlements, Government accounting and auditing personnel will make those investigations, reviews and audits which are directed or requested by the contracting officer (see T. A. M. 1104) to determine that the settlement proposed is in accordance with the termination provisions of the particular contract, and that it is substantiated by the contractor's records and other supporting evidence.

§ 815.424 *Nature of accounting review.* The nature of the accounting examination to be required in each particular case will be determined by the contracting officer or by his duly authorized representative charged with that responsibility. In determining what type of review is necessary to protect the Government's interest, the contracting officer, or his appropriate representative, will have in mind the different types of review contemplated by §§ 815.421 (a) and 815.424 (b) and, after consultation with the accounting personnel (which usually should take place after the office review, see § 815.424 (a)) will give instructions as to what further examination, if any, is to be required in the particular case. The contracting officer will be warranted in relying upon the advice of the accounting personnel as to the extent of any such further examination required in any particular instance.

(a) *Office review by accounting personnel.* In every instance, in order to protect the Government's interests adequately, at least an office review will be made by qualified accounting personnel of each statement and settlement proposal submitted by a contractor in connection with a lump sum supply contract termination (see T. A. M. 1107).

(b) *Scope of office review.* In making the office review (T. A. M. 1107.1 et seq.) of the contractor's statement, the following matters should be given special attention:

1. Does each item appear to be of a type that is proper in the light of the definition of cost set forth in § 815.480 et seq.?

2. Does each item appear reasonable in amount in relation to other items in the statement?

3. Does each item appear reasonable in amount in relation to the stage of completion?

4. Do the quantities of material and work in process on hand appear reasonable in relation to the quantitative requirements of the uncompleted portion of the contract?

5. Does each rate of overhead, if overhead is included, appear reasonable?

6. Do the materials and items appear to be of a "common" nature (see § 815.150 (b)) and if such is the case has the portion thereof included in the statement been properly determined?

7. Does the statement appear to have been prepared in accordance with recognized accounting practices?

The office review will include a verification of the mathematical accuracy of the contractor's statement and supporting schedules and a check of the accuracy of information submitted in connection with (i) outstanding "V" loans and advance payments and (ii) schedules of completed units.

(c) *Appropriate extent of examination beyond an office review.* (1) It is the contracting officer's responsibility (see T. A. M. 1108) to determine what further examination will be made of the contractor's proposed settlement beyond the office review. In making this decision, the following factors should be considered among others:

(i) The amount and complexity of the proposed settlement.

(ii) The conclusions of the accounting personnel as a result of the office review.

(iii) Available reports of independent public accountants.

(iv) Any information available from War Department personnel having contacts with the operations under the contract.

(v) The status of renegotiation proceedings (see § 815.500).

(2) The contracting officer after such consultation with accounting personnel as he may deem appropriate, will then

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determine what further examination, if any, is to be made. The following further steps are illustrative of the types of additional investigation which may prove to be appropriate:

1. The contractor may be requested to submit additional data or explanations.

2. Governmental accounting personnel may be instructed to visit the contractor's plant to discuss the statement and to make any necessary reference to the accounting records.

3. An audit by qualified accounting personnel may be requested in accordance with the procedures outlined in this part and with the Termination Accounting Manual (T. A. M. par. 3101 et seq.).

(3) While it is the contracting officer's responsibility to decide whether or not an audit is to be made, the procedures by which such examinations are actually carried out are dependent upon the judgment and technical knowledge of the accounting personnel.

(d) *Accounting report to contracting officer.* Written evidence of the reviews of the accounting personnel, whether office reviews or more extensive examinations, will be submitted in an appropriate manner (see T. A. M. 1109, 4201 et seq.; see §§ 815.434, 815.532), to the contracting officer. The accountant's report should comment in reasonable detail upon the basis of the determination of the rate or rates of profits used in the computations. The report should also call to the attention of the contracting officer any special factors relating to the allowance of profit which should be given study in connection with the settlement negotiations and should suggest any qualifications of the results of the accounting computations which may occur to the accounting personnel as deserving consideration by the contracting officer. The following information should also be shown in the report in adequate detail:

(1) The summary of costs included in the accountant's report should be such as will disclose adequately by major classifications the nature of the work done;

(2) Relatively large costs arising from unprocessed standard raw materials may represent no substantial work and therefore should be separately shown;

(3) Costs of an unusual nature and important in amount should be shown separately.

The accounting report and computations may be considered by the contracting officer together with all other appropriate information and criteria in determining the amount of a proper settlement. He will give it such weight and qualify the results of its computations to such an extent as he may consider necessary or reasonable under all the circumstances.

(e) *Expediting partial payments.* Paragraph (g) of the new uniform termination article (§§ 803.324, 815.901) provides that "the Government shall make partial payments and payments on account, from time to time, of the amount to which the contractor shall be entitled under this Article", and the old standard termination article (§ 815.901a) contains a similar provision in paragraph (i). It is the duty of accounting personnel to facilitate such partial payments in every proper manner. For example, in appropriate cases a brief preliminary office review may suffice as a basis for the authorization of partial payment by the contracting officer.

§ 815.425 *Coordination of study of contractor's costs and auditing in certain cases with renegotiation and other termination proceedings.* All Government study of the contractor's costs and accounting work in connection with the performance of the terminated contract should be coordinated to avoid duplication of effort (see T. A. M. 1110, 1111).

(a) Auditing and accounting in connection with renegotiation and termination should be combined so far as possible (see § 815.550, T. A. M. 1110).

(b) Where more than one contract is being terminated the auditing should be consolidated (T. A. M. 1111).

(c) Full use should be made of accounting reports in connection with other termination settlements with the same contractor (T. A. M. 1116).

§ 815.431 *Responsibility of contractors and subcontractors to review claims of subcontractors and suppliers.* It is the primary responsibility of each contractor and subcontractor to review or examine in an appropriate manner all statements of charges and settlement proposals submitted by his immediate subcontractors and suppliers, arising out of the termination. The problem which he then faces is similar to that faced by Government personnel with respect to the statement of charges and settlement proposal of the prime contractor. Each contractor and subcontractor should advise his immediate subcontractors and suppliers that the statements of charges submitted by them may be audited by Government auditors. The subcontractor and supplier is thus put on notice that his statement of charges and settlement proposal will be used by his purchaser in compiling the latter's settlement proposal for submission either directly or indirectly to the Government.

§ 815.432 *Standard of care applicable to review.* In making such review or examination, the contractor and the subcontractor will be held to the same degree of care that a businessman would employ in the conduct of his own affairs, but will not be required to warrant the accuracy of the statements contained in the papers so reviewed or examined.

§ 815.433 *Office review of supplier's statement of charges and settlement proposal.* The contractor or subcontractor charged with the duty of making any such review or examination will at least cause an office review to be made, by qualified accounting personnel in his employ, of each statement of charges and settlement proposal submitted by his immediate subcontractors and suppliers. He should, in each such case, give special attention to the matters listed in § 815.424 (b).

§ 815.434 *Report of accounting personnel.* Each contractor or subcontractor will have his accounting personnel furnish a written report of each office review, and will upon request make a copy thereof available to his immediate purchaser and to Government personnel.

§ 815.435 *Appropriate extent of examination beyond an office review.* (a) It is the responsibility of each contractor and subcontractor to determine in the first instance what examination, if any, beyond an office review should be made by him of any proposed settlement with any of his immediate subcontractors and suppliers. In making this decision the following should be considered:

(1) The amount and complexity of the proposed settlement.

(2) The report of the office review.

(3) Available reports of independent public accountants.

(4) Any information available from personnel familiar with operations under the subcontract.

(b) If it is determined that any further examination should be made, the following are illustrative of the steps which may then be taken:

(1) The subcontractor or supplier may be requested to submit additional data or explanations in writing.

(2) The contractor or subcontractor may have his accounting personnel visit the supplier's plant to discuss the statement of charges, with such reference to the accounting records as may be appropriate.

(3) An audit may be made by qualified accounting personnel in accordance with the procedures outlined in the Termination Accounting Manual.

§ 815.436 *Settlement of subcontractors' and suppliers' claims.* (a) The settlement of subcontracts will be greatly facilitated by the use of the approved subcontract termination article (815.1006 (b)) in first tier or more remote fixed price subcontracts or purchase orders for the manufacture of supplies. When this article is employed the term "recognized commercial accounting practices", as used in the article, will be considered as equivalent to the statement of principles for determination of costs upon termination of Government fixed price supply contracts (§ 815.480). Other Governmental policies applicable to the uniform termination article (§§ 803.324 and 815.901) will also be recognized as applying to the subcontract article, as for example the policy against reimbursing contractors at the contract rate on termination for completed undelivered articles which represent unreasonable anticipation of production schedules (§ 815.320 (a)), and the policy against taking advantage of technical defaults when the real reason for termination is the termination of a prime contract by the Government (§ 803.379).

(b) It is the policy of the Government, unless the particular subcontract being settled provides otherwise, to favor the settlement of first tier or more remote subcontracts or purchase orders on the basis of the rights and principles embodied in the approved subcontract article. As wide use as possible should be made of the process of negotiation for settlement of terminated subcontracts. Except in those cases where the particular subcontract being settled contains a termination article specifically limiting the subcontractor's right of compensation in the event of termination to a smaller amount than is payable under the approved subcontract article, a settlement based upon a reasonable estimate by the parties of the aggregate amounts which would be due under subparagraphs (1), (2) and (3) of paragraph (b) of the approved subcontract article will be considered fair and reasonable. In some instances, because of the terms of the particular subcontract being settled, the Government will be under an obligation either to make reimbursement for, or to assure the defense against, a demand by a subcontractor or supplier which is greater in amount than would be recognized by the principles of the approved subcontract article. On the submission to the contracting officer for his approval of a settlement which provides for the payment of such an amount, the contracting officer will decide whether the settlement should be approved or ratified and whether the Government should protect the prime contractor or intermediate subcontractor from the asserted liability. See § 815.437.

§ 815.437 *Subcontractors' and suppliers' claims; investigation and approval by Government personnel*—(a)[1] *Contract provisions.* Paragraph (b) (5) of the uniform termination article (§§ 803.324, 815.901) for lump sum supply contracts provides that after receipt of a notice of termination, the contractor shall terminate all orders and subcontracts to the extent that they relate to the performance of work terminated and shall "settle all claims arising out of such termination of orders and subcontracts with the approval or ratification of the contracting officer to the extent that he may require, which approval or ratification shall be final for all the purposes of" such article. (Note 1.)

(b) *Authorizations to prime contractors, subcontractors and suppliers to make settlements with those having claims against them involving payment of not more than $10,000.* To expedite the settlement of subcontracts, contracting officers will authorize certain prime contractors, subcontractors and suppliers to settle termination claims asserted against them by their subcontractors and suppliers in cases where the settlement will not call for a payment in excess of $10,000 without deducting disposal credits. The terms and conditions under which such an authorization may be granted are set out in detail in § 815.437a. Such authorizations will be granted to the greatest possible extent where these terms and conditions are satisfied. Settlements made pursuant to such an authorization need not be submitted to the contracting officer for approval or ratification pursuant to this section.

(c) *Settlements in excess of $25,000.* The contracting officer will require that there be submitted to him for approval or ratification each settlement with a subcontractor in any tier where the settlement will be in excess of $25,000, determined in the manner provided in paragraph (d) of § 815.220. The chief of any technical service in his discretion may reduce the figure of $25,000, but shall not require approval of ratification of any settlement made under § 815.437a.

(d) *Settlements with first tier subcontractors.* The contracting officer will also require that each settlement by a prime contractor with his subcontractors in the first tier be submitted to him for approval or ratification, except settlements made under § 815.437a.

(e) *Settlements with second tier and more remote subcontractors.* It is recognized that (except as provided in paragraph (c) above) it will not ordinarily be feasible for contracting officers to review settlements made by subcontractors with their subcontractors, except in selected cases. In this connection the contracting officer will be guided: (1) By the necessity for the accomplishment of speedy and final settlements as well as the protection of the interests of the Government, and (2) by the policy of the War Department that a high degree of reliance must and should be placed on the investigation made by the reviewing contractor of the basis for the settlement. However, except as provided in § 815.437a below, it is the policy of the War Department that any settlement with any subcontractor in any tier may be selected by the contracting officer for approval or ratification; and the contracting officer should from time to time require selected settlements with subcontractors in the second or more remote tiers to be submitted for his approval or ratification, in addition to those referred to in subparagraph (c) above. The contracting officer should make such selections in such manner as (1) to satisfy himself that the general procedures and personnel employed by subcontractors which have negotiated settlements in relatively large amounts are adequate to protect the interest of the Government and (2) to insure the exercise of good faith and reasonable care by other subcontractors through the selective check of the methods and procedures of some of them.

(f) *Any subcontract settlement may be submitted for approval.* Any settlement with a subcontractor in any tier may be submitted by the prime contractor to the contracting officer for approval or ratification.

(g) *Method of submitting subcontract settlement for approval; forms.* Whenever a settlement with a subcontractor is submitted for approval or ratification the amount of the settlement will be included in a settlement proposal (partial or final) of the prime contractor on the appropriate Standard A Form set forth in §§ 815.937 (a) to (d), and must be accompanied by a certificate as to the examination made by the reviewing contractor and by certificates of intervening contractors. These certificates shall conform to the applicable portions of the certificates on the Standard A Forms and shall in each case be accompanied by a schedule made up with the same headings as shown in schedule A–1–c of Standard Form A–1 (§ 815.937 (a)). For the purpose of presenting these certificates, the use of Standard A Forms is recommended.

(h) *Standards for approval of subcontract settlements.* In determining whether to approve or ratify a settlement with a subcontractor which is submitted to him for approval or ratification, the contracting officer should satisfy himself that the settlement was arrived at in good faith and is not unreasonable in amount (see § 815.436), and that the allocation to the prime contract of the charges included in the settlement is based on reasonable grounds. This may be accomplished by an examination of the individual settlement. However, whenever the contracting officer is satisfied that the proposed settlement has received an adequate review, he will be warranted in approving or ratifying the settlement, on the basis of the prime contractor's and the intermediate subcontractors' certificates in connection with such settlement when such certificates are made in accordance with paragraph (g) hereof. The contracting officer may be satisfied with the general procedures of contractors by check of other settlements made by them or in any other appropriate manner.

(i) *Lower tier subcontract settlements which are not submitted for approval.* Final settlement may be made with the prime contractor without examination by the contracting officer or by Government accounting personnel of the individual settlements with subcontractors which are not submitted for approval or ratification pursuant to paragraphs (c), (d), (e) or (f) above, unless special circumstances indicate the need for such examination. Any settlement shall become final and not subject to examination if the settlement itself or another settlement in which it is included has been approved or ratified.

§ 815.437a *Authorizations to prime contractors and subcontractors to make subcontract settlements involving payments of not more than $10,000*—(a) *Authorizations of settlements by prime contractors.* In the settlement of fixed-price

[1] The old standard termination article (§ 815.901a) formerly authorized for lump sum supply contracts and the standard termination article (§ 803.324 (a)) for lump sum construction contracts contain no requirement that subcontract settlements be approved or ratified by the contracting officer where settlement of the prime contract is on a negotiated basis. However, because such articles provide that the contractor will be reimbursed for such of his costs, expenditures, liabilities, commitments and work as was "reasonably necessary", many contractors requested approval of contracting officers before making subcontract settlements. In addition, such articles require approval by the contracting officer of such settlements as a condition of reimbursing the contractor in a settlement by formula.

supply contracts, contracting officers will authorize prime contractors to settle their terminated subcontracts and purchase orders wherever:

(1) The settlement agreement will call for the payment of not more than $10,000 without deducting disposal credits,

(2) The contracting officer is satisfied that the prime contractor will give adequate reviews to subcontractors' statements of charges and to subcontractors' proposals for retention or sale of property allocable thereto, and

(3) All the property allocable to the terminated portion of the subcontract or purchase order, the cost of which is included in the statement of charges, will be retained or disposed of by the prime contractor or the subcontractor and credited at fair and reasonable values.

Subparagraph (3) above is subject to the exception, however, that, if the prime contractor or subcontractor is unable to obtain what the prime contractor considers a fair and reasonable price for part or all of the property, taking into full consideration the difficulties to be encountered in the shipment and handling of small amounts of property if delivered to the Government, then the prime contractor may make special arrangements with the contracting officer for transfer of title and delivery to the Government of such unsold property.

The authorization permitted by this section may be given in connection with fixed-price supply contracts containing either the uniform termination article (§§ 803.324, 815.901) or the old standard article set forth in § 815.901a.

(b) *Authorizations to subcontractors.* Similar authorizations should also be extended by contracting officers to subcontractors at any tier under the same conditions, if the number of subcontracts justifies the authorization.

(c) *Affiliates of authorized contractor.* Authorizations given to the prime contractor or to subcontractors should exclude authority to settle claims of subcontractors which are affiliated with the authorized contractor.

(d) *Paragraph not applicable to cost-plus-a-fixed-fee prime contractors.* No authorization may be given in connection with the settlement of terminated subcontracts or purchase orders under cost-plus-a-fixed-fee prime contracts.

(e) *Selective review of settlement methods.* In the cases where the type of authorization permitted by this section has been granted, the contracting officer will from time to time make selective reviews of the settlements so made by the prime contractor or the subcontractor receiving the authorization, to determine whether the prime contractor or subcontractor is carrying out adequate reviews and fair settlements, and whether the authorization should remain outstanding.

(f) *Certificate required in connection with authorized subcontract settlements.* When contractors act under authorization granted to them pursuant to this section, the settlement agreement should bear an appropriate approval, signed by a representative of the contractor authorized to execute the same. Such approval in substantially the following form is authorized:

The undersigned certifies that it has examined, or caused to be examined, to an extent which it considers adequate in the circumstances, the statement of charges of its within named supplier, and that in its opinion the within settlement is properly allocable to the terminated portion of prime contract with the Government No. W ------- is fair and reasonable, was negotiated in good faith, and is not more favorable to said supplier than one which the undersigned would make if reimbursement by the Government were not involved. The undersigned certifies that it has no knowledge to doubt the reasonableness of the settlements with more remote suppliers or to doubt that the charges for them are allocable to said contract. The undersigned shall not be deemed to have made any representations with respect to the more remote suppliers' claims or the settlement thereof other than those expressed in this certificate.

On the basis of the foregoing, the within settlement is approved pursuant to authorization dated ----------, 194... All the property allocable to the terminated portion of the subcontract or purchase order, the cost of which was included in the statement of charges, has been retained or disposed of, and credited at what the undersigned considers to be fair and reasonable values.

(Name of Contractor)

By ---

(Authorized Representative)

(g) *Authorized settlements recognized in the absence of fraud.* Settlements made by a contractor (prime or sub) with a subcontractor in accordance with this authorization will be recognized for the purposes of the uniform termination article (§§ 803.324, 815.901) and of the old standard termination article (§ 815.901a), in the absence of fraud on the part of the contractor. Any settlements made by the subcontractor with his suppliers (and included in the settlement between the prime contractor and the subcontractor) in accordance with this authorization will be similarly recognized in the absence of fraud on the part of the prime contractor.

(h) *Section 815.220 not applicable to authorized settlements.* The provisions of § 815.220, relating to reviews of termination settlements are not applicable to settlements approved in accordance with the authorization provided for by this section.

(i) *Prior memorandum superseded.* The foregoing provisions of this section supersede the memorandum to the Commanding Generals of the Army Air Forces and Army Service Forces from the Under Secretary of War, dated 4 March 1944, subject: "Subcontract Settlements".

§ 815.438 *Definition of costs.* The definition of costs set out in § 815.480 et seq. is applicable to subcontractors' claims in connection with the compilation of costs, subject to any specific terms of the subcontract.

§ 815.439 *Subcontractors' inventories.* The contractors should satisfy themselves that the subcontractors have taken physical inventories of materials pertaining to the terminated contracts in substantially the manner outlined in the Termination Accounting Manual (par. 2201 et seq.).

§ 815.440 *Recognition of final judgments secured by subcontractors against prime contractors.* Under certain circumstances, final judgments secured by subcontractors against prime contractors in courts of competent jurisdiction will be regarded as determinations, binding upon the Government, of the amount of the obligation owing by the prime contractor to the subcontractor. In any case involving a subcontract which does not contain unusual termination provisions unreasonably increasing the common law rights of the subcontractor, and in which the prime contractor, after making unsuccessful efforts to settle with his subcontractor, is sued in a court of competent jurisdiction, gives prompt notice of such suit to the contracting agency involved and offers to the Government control of the defense of suit, the contracting officer should accept any final judgment as determining the amount of the obligation between the parties to the suit, and as fixing the amount of the Government's obligation to reimburse the prime contractor, to the extent that the subcontract is properly allocable to the prime contract. The propriety of this allocation remains for the determination of the contracting officer.

§ 815.441 *General basis of settlement.* The general basis of settlement is set forth in the following sections.

§ 815.442 *Contract provisions.* In determining what constitutes a proper negotiated settlement, the contracting officer must, of course, be wholly familiar with the contract provisions under which he is acting. Accounting personnel in preparing accounting guides for the contracting officer's assistance in negotiating such a settlement will also have these provisions in mind.

§ 815.443 *Termination articles; provisions for reimbursement of the contractor.* Under the uniform termination article (§§ 803.324, 815.901) and the old standard termination article (§ 815.901a), for use in lump sum supply contracts, reimbursement is to be made to the contractor upon the basis set forth in paragraphs (a) to (d), inclusive.

(a) *Payments for completed supplies.* Under the uniform termination article (§§ 803.324, 815.901) the contractor will receive the contract price of all completed articles which comply with the provisions of the contract and which do not represent unreasonable anticipation of production schedules, unless the contractor and the contracting officer agree on other disposition thereof (§ 815.320 (a)). Payment of the contract price for completed supplies under the old standard termination article (§ 815.901a) is provided for in paragraph (b) thereof.

(b) *Negotiated settlement.* Under paragraph (c) of the uniform termination article "the contractor and the contracting officer may agree upon the whole or any part of the amount or amounts to be paid to the contractor by reason of the total or partial termination of work • • •, which amount or amounts may include a reasonable allowance for profit". Similar provisions, with respect to the uncompleted portion of the contract, are contained in paragraph (c) of the old standard termination article.

(c) *Uncompleted portion of the contract; formula settlement.* Under paragraph (d) of the old standard termination article (§ 815.901a), and in the new uniform termination article (see §§ 803.324, 815.901), if the contracting officer and the contractor cannot agree upon a negotiated settlement pursuant to the applicable termination articles, the Government, without duplication of any other payments made pursuant to the termination article or prior to giving notice of the termination of the contract, shall compensate the contractor in accordance with the formula set out in paragraph (d) of the applicable article. Attention is invited to §§ 815.535 and 815.560 which discuss the possibility of partial negotiated settlements.

(d) *Expenses of settlement and post termination expenses.* Under paragraph (c) of the uniform termination article and under paragraph (e) of the old standard termination article, the contractor and the contracting officer may agree upon the amount to be paid for post termination expenses and settlement costs. If the parties are unable to agree as to the amount so to be paid, the provisions of paragraph (d) (3) of the uniform termination article and the appropriate provisions of paragraph (e) of the standard termination article apply.

§ 815.444 *The contract article; limitations on reimbursement.* There are certain limitations on reimbursement of the contractor which should be taken into account in connection with negotiating a settlement and in preparing an accounting guide for assistance in such negotiation. These are referred to in §§ 815.444 (a) to (c), inclusive.

(a) *Maximum payments.* Under paragraph (g) of the old termination article (§ 815.901a), the payments to be made under the article, when added to "the sum of all amounts previously paid under the terminated contract, shall not exceed the total contract price", adjusted as provided in paragraph (g), in the event that the contract contains an article providing for price adjustment or an escalator clause. A somewhat similar limitation applicable to formula settlements is found in paragraph (d) of the new uniform termination article (see §§ 803.324 and 815.901). Even under the new uniform termination article no negotiated settlement will cause total payments under the contract (other than reimbursement of post termination expenses) to exceed the contract price, except with the written approval of the Director, Readjustment Division, Headquarters, Army Service Forces.

(b) *Supplies undeliverable because of destruction or damage.* Under the conditions provided in paragraph (d) of the uniform termination article, except for normal spoilage and to the extent the Government shall have otherwise expressly assumed the risk of loss, the contractor is not to be reimbursed with respect to property which is destroyed, lost, stolen or damaged. The corresponding provision, differing in certain respects, is contained in paragraph (d) of the old standard termination article. These provisions are strictly applicable only to formula settlements. They should, however, be given consideration in connection with negotiated settlements.

(c) *Miscellaneous offsets.* Paragraph (e) of the uniform termination article and paragraph (f) of the old standard termination article provide for certain additional offsets and deductions which should be taken into account.

§ 815.445 *Accounting guides for use in connection with negotiating settlement.* In negotiating a settlement, the contracting officer should have as a guide an accounting memorandum, prepared by Government accounting personnel, containing the available accounting data as to the costs incurred by the contractor with respect to the uncompleted portion of the contract and computations based upon such data and other available information as to the rate of profit which it is expected the contractor would have earned if he had been permitted to complete the contract. This accounting memorandum will ordinarily be prepared upon one or the other of the bases set forth below in § 815.446.[1] This memorandum will not limit the contracting officer in arriving at what he considers to be a proper settlement, but should be given weight by him in connection with other relevant and available criteria and considerations.

§ 815.447 *Treatment of disposal credits.* Disposal credits may arise either from the retention of items by the contractor or subcontractor or from the sale of property to others. The total amount of such credits will be deducted in arriving at the amount of the Settlement Proposal. (See §§ 815.937 (a) to (d), inclusive.)

§ 815.448 *Claims of subcontractors.* The costs arising out of the settlement of claims of subcontractors with respect to the uncompleted portion of the contract as of the effective date of the termination notice, and as properly approved by the contracting officer, will be added to the portion of any proposed settlement covering the contractor's own costs. However, in negotiating a settlement, and in determining a proper profit allowance, appropriate consideration may be given by the contracting officer to the extent of the actual work done by the contractor in arranging and supervising a program of subcontracting.

§ 815.449 *Determination of profit in connection with negotiated settlement.* Paragraph (c) of the standard termination article (§ 803.324) provides that the contracting officer shall include in a negotiated settlement such allowance for profit with respect to the uncompleted portion of the contract as is reasonable under all the circumstances. The contracting officer is not tied down to any particular method of computing this profit allowance. He must exercise a sound judgment in determining a method appropriate for use in each particular case. As guides for his assistance in negotiation, the principles and computations mentioned in §§ 815.450 and 815.451 may be taken into account. However, in such negotiations the contracting officer should agree only to such allowance for profit as is fair in the light of (1) work actually done by the contractor and (2) materials actually obtained or furnished. It is not intended that the contractor shall be allowed any profit with respect to work which has not been done.

The extent to which profit on the uncompleted portion of the contract will be permitted should depend principally on the contracting officer's estimate, under all the circumstances in each instance, of the extent to which the contrator has completed his work on the uncompleted portion of the contract. For determining this the contracting officer should consider the following factors among others:

(a) The total work required of the contractor and the extent to which this has been completed.

(b) The difficulty of the work which has been done and of that which remains to be done.

(c) The extent to which engineering work, production scheduling, planning, technical study and supervision, and other services involving special skill and knowledge, have been performed by the contractor. [Such work is frequently properly applicable to work or units not completed as well as to completed units.]

(d) The extent to which costs already incurred involve only the purchase of raw materials and standard parts and supplies.

(e) The extent to which the work of arranging and supervising a pogram of subcontracting has already been done by the contractor and its importance in the performance of the contract.

Even if the formula method (see § 815.450) of computing a profit is not employed, these factors should be given consideration and appropriate weight in reviewing and testing the fairness of the accounting guides and profit computations prepared by the accounting personnel (see §§ 815.445 et seq., 815.451).

§ 815.450 *Contract formula profit computation.* A computation of profit may be made in general along the lines of the formula which would be applicable, pursuant to paragraph (d) (3) of the termination article (§803.324), in the event that it should prove impossible to negotiate a settlement of the amount due with respect to the uncompleted portion[1] of the contract. The formula method is computed in three steps:

(a) The contracting officer estimates the profit which the contractor would have "realized on the uncompleted portion of the contract if the contract had been completed and labor and material costs prevailing at the date of termination had remained in effect".

(b) He then "estimates from a consideration of all relevant factors, the percentage of completion of the uncompleted portion of the contract".

(c) He multiplies "the anticipated profit determined under (a) by the percentage determined under (b). The result is the amount to be paid to the Con-

[1] § 815.446 is reserved.

[1] In the case of a lump sum construction contract containing the standard termination article § 803.324 (a), the profit formula for use in a formula settlement is found in paragraph (d) (3) of that article.

tractor as a proportionate share of profit, if any, "upon the uncompleted portion of the contract."

For example, if it is estimated (1) that the total profit on the uncompleted portion of the contract, if completed, would have been $100,000, and (2) that the portion of the contract not represented by completed articles is half complete—under the formula the contractor would be allowed $50,000.

It is to be emphasized that the use of this formula for the computation of profit is not required where a settlement is effected by negotiation. Even if the contracting officer uses the formula method he is not bound to apply it in any rigid manner (see § 815.443 (c)) for the formula method for computing a profit in effect, is only a statement of fair, general principles for the guidance of the contracting officer. Its use involves the exercise of sound administrative judgment in the light of all relevant criteria.

§ 815.451 *Indicated profit rate computation.* In many cases an approximation of the rate of profit which would be allowed by a formula settlement may be obtained by applying an appropriate rate of profit to all costs of the uncompleted portion of the contract or different rates of profit to the several classes of costs (see T. A. M. 1206 et seq.).

(a) *Indicated rate; how computed.* Where a single rate of profit is to be applied to all or some of the contractor's costs, the rate may be, and should not exceed, the rate of profit which, it is indicated, would have been earned under the contract if the contract had run to completion. If different rates are to be applied to the several classifications of the contractor's costs, the weighted average of these rates should not exceed the indicated rate. The indicated rate should be determined in the light of the following factors:

(1) The contractor's accounting data as to the costs of performance of the contract prior to the effective date of the termination notice.

(2) The contractor's data as to the costs which would probably have been incurred necessarily in completing performance of the contract, if the contract had run to completion.

In computing the indicated rate there may be taken into consideration nonrecurring preparatory costs and other "starting load" costs incurred in the early periods of the contract but which are properly applicable to the entire contract (see § 815.490). Where the contract is terminated at an early stage there frequently will be inadequate data available to indicate what rate of profit would have been earned if the contract had been completed. In such cases, a rate of profit should be employed which is reasonable in the light of the contractor's cost analyses furnished at the time of placing the contract, the available financial data as to the contractor's general operations (obtained through prior renegotiation proceedings or otherwise), information obtained as to the profit experience of other contractors of equal efficiency engaged in comparable work and other similar criteria.

(b) *Application of indicated rate to costs.* The amount of profit may be computed by applying one rate so determined to all the appropriate costs or different rates to various classes of costs. In selecting the rate or rates of profit to be so applied, consideration should be given to the nature of the work and services of the contractor involved in the costs to which the rate or rates of profit are applied. For example, if certain of the contractor's costs represent only purchase of raw materials and standard parts, a lower rate of profit (representing only a handling profit or charge for services in purchasing such materials and parts) may be applied to such costs than to costs which represent materials partly manufactured by processes requiring substantial engineering, tooling, technical skill and supervision. On the other hand, there may be employed an average rate, determined on the basis of an appraisal of all the work done and services rendered by the contractor and reasonable in the light of the available data as to the contractor's indicated rate of profit.

The rate or rates of profit will be applied to the appropriate inventory costs when the inventory method is used. When the total cost method is used, the rate or rates of profit so determined will usually be applied to total costs on the contract, inasmuch as the payments for completed units (which include an allowance for profit) are to be deducted from total costs under the total cost method of computation. Under either the inventory or total cost method, the contracting officer, in his sound judgment and discretion, should exclude from the costs to which the rate of profit is applied the costs of any items with respect to which the contracting officer is of the opinion that the contractor has performed no substantial service, or he may make such other modifications of the results of the application of the profit rate as in his judgment (1) are necessary to protect the Government's interests or to be fair to the contractor under all the circumstances and (2) to compute a reasonable profit with respect to the work actually done on the uncompleted portion of the contract (see § 815.449).

§ 815.452 *Effect on calculations when a loss on the entire contract is indicated*—(a) According to the provisions of the formula contained in paragraph (d) of the termination article (§803.324) the contractor is to receive reimbursement on the basis of his costs applicable to the uncompleted portion of the contract regardless of an indicated loss applicable thereto. If in connection with a negotiated settlement it is desired to apply the same principle, it may be done, although, of course, the formula is not controlling when a negotiated settlement is made (see § 815.443 (c)). Under the inventory method no deduction is necessary for an indicated loss because the method of settlement does not deal with the costs applicable to the completed units.

(b) Under the total cost method, however, it is necessary to adjust the amount deducted for payments for the completed units to reflect the fact that the indicated cost of these units exceeds the contract price. Thus, if a 6% loss on cost were indicated, the contract price of the completed units would represent 94% of the indicated cost. By dividing these contract prices by 94%, the indicated cost can then be determined. The deduction of the higher amount will then leave in the indicated equitable settlement only the costs applicable to the uncompleted portion of the contract. (See illustration, § 815.454.)

§ 815.453 *Total cost method of computation illustrated where profit is indicated.* The total cost method of computing a guide for use by the contracting officer in reaching a negotiated settlement may be illustrated as follows:

Add	
1. Total contract costs incurred (excluding claims of subcontractors)	$1,000,000
2. Rate of profit applicable (not in excess of indicated contract rate as determined from available data) in relation to such contract costs. For example, this is taken at the rate of (8% (of costs [1]) which is illustrative only, inasmuch as the rate of reasonable profit will vary depending upon the facts of the particular case	80,000
	1,080,000
Deduct	
3. Payments already made for completed and delivered units	600,000
4. Payments to be made for completed units not delivered	50,000
	650,000
5. Indicated equitable settlement for uncompleted portion of the contract before deductions for disposal credits and excluding subcontractor's charges and other adjustments	430,000

[1] In the example given above a rate of 8% of costs is equal to a rate of 7.4% of the total of costs plus profit.

NOTE: In the foregoing example, it has been assumed that it is not necessary in the particular case to exclude from the cost base, to which the agreed percentage of profit is applied, any items of cost on the ground that they do not represent substantial work by the contractor. (See § 815.451 (b).) If the contract costs include any allowance for special obsolescence (see § 815.485), a deduction should be made from the cost base for the purpose of computing the allowance for profit. Also the example does not take into account all of the adjustments referred to in § 815.444 (c).

§ 815.454 *Total cost method of computation illustrated where no profit is indicated.* Assume an indicated loss of 6 percent on the cost of the entire contract:

Payments made and to be made for completed portion	$650,000—94%
Indicated cost of completed portion (A)	691,489—100%
Total contract costs incurred to date of termination	$1,000,000
Indicated cost of completed portion (A)	691,489
Indicated equitable settlement for uncompleted portion before deduction for disposal credits and excluding subcontractors' charges	308,511
Total payments to the contractor plus the indicated amount of the settlement would then be:	
Payments made and to be made for completed portion	650,000
Indicated equitable settlement for uncompleted portion (before deductions for disposal credits and excluding subcontractors' charges)	308,511
	[1] 958,511

[1] Also before certain adjustments referred to in § 815.444 (c).

§ 815.455 *Limitation on amount of settlement.* The amount of the negotiated settlement must not, when added to payments previously made or to be made, exceed the limit described in paragraph (g) of the termination article (§ 803.324; see § 815.444 (a)).

§ 815.480 *Necessity for determining costs.* In connection with termination settlements, it will frequently be necessary to determine costs. The "Statement of Principles for Determination of Costs upon Termination of Government Fixed Price Supply Contracts approved by the Joint Contract Termination Board, December 31, 1943" referred to in paragraph (h) of the new termination article (see §§ 803.324 (g) and 815.901), is reproduced below.[1]

STATEMENT OF PRINCIPLES FOR DETERMINATION OF COSTS UPON TERMINATION OF GOVERNMENT FIXED PRICE SUPPLY CONTRACTS

General principles. The costs contemplated by this Statement of Principles are those sanctioned by recognized commercial accounting practices and are intended to include the direct and indirect manufacturing, selling and distribution, administrative and other costs incurred which are reasonably necessary for the performance of the contract, and are properly allocable or apportionable, under such practices, to the contract (or the part thereof under consideration). The general principles set out in this Statement are subject to the application of any special provisions of the contract. Certain costs are specifically described below because of their particular significance, and, as in the case of other costs, should be included to the extent that they are allocable to or should be apportioned to the contract or the part thereof under consideration.

(a) *Common inventory.* The costs of items of inventory which are common to the contract and to other work of the contractor.

(b) *Common claims of subcontractors.* The claims of subcontractors which are common to the contract and to other work of the contractor.

(c) *Depreciation.* An allowance for depreciation at appropriate rates on buildings, machinery and equipment and other facilities including such amounts for obsolescence due to progress in the arts and other factors as are ordinarily given consideration in determining depreciation rates. Depreciation as defined herein shall not include loss of useful value of the type covered by subparagraph (f).

(d) *Experimental and research expense.* General experimental and research expense to the extent consistent with an established pre-war program, or to the extent related to war purposes.

(e) *Engineering and development and special tooling.* Costs of engineering and development and of special tooling; provided that the contractor protects any interests of the Government by transfer of title or by other means deemed appropriate by the Government.

(f) *Loss on facilities; conditions on allowance.* In the case of any special facility acquired by the contractor solely for the performance of the contract, or the contract and other war production contracts, if upon termination of the contract such facility is not reasonably capable of use in the other business of the contractor having regard to the then condition and location of such facility, an amount which bears the same proportion to the loss of useful value as the deliveries not made under the contract bear to the total of the deliveries which have been made and would have been made had the contract and the other contracts been completed, provided that the amount to be allowed under this paragraph shall not exceed the adjusted basis of the facility for Federal income tax purposes immediately prior to the date of the termination of the contract, and provided further than no amount shall be allowed under this paragraph unless upon termination of the contract title to the facility is transferred to the Government, except where the Government elects to take other appropriate means to protect its interests.

(g) *Special leases.* (1) Rentals under leases clearly shown to have been made for the performance of the contract, or the contract and other war production contracts, covering the period necessary for complete performance of the contract and such further period as may have been reasonably necessary; (2) costs of reasonable alteration of such leased property made for the same purpose; and (3) costs of restoring the premises, to the extent required by reasonable provisions of the lease; less (4) the residual value of the lease; provided that the contractor shall have made reasonable efforts to terminate, assign, or settle such leases or otherwise reduce the cost thereof.

(h) *Advertising.* Advertising expense to the extent consistent with a pre-war program or to the extent reasonable under the circumstances.

(i) *Limitation on costs described in subparagraphs (d), (e), (f), (g), and (h).* In no event shall the aggregate of the amounts allowed under subparagraphs (d), (e), (f), (g), and (h) exceed the amount which would have been available from the contract price to cover these items, if the contract had been completed, after considering all other costs which would have been required to complete it.

(j) *Interest.* Interest on borrowings.

(k) *Settlement expenses.* Reasonable accounting, legal, clerical and other expenses necessary in connection with the termination and settlement of the contract and subcontracts and purchase orders thereunder, including expenses incurred for the purpose of obtaining payment from the Government only to the extent reasonably necessary for the preparation and presentation of settlement proposals and cost evidence in connection therewith.

(l) *Protection and disposition of property.* Storage, transportation and other costs incurred for the protection of property acquired or produced for the contract or in connection with the disposition of such property.

Initial costs. Costs of a non-recurring nature which arise from unfamiliarity with the product in the initial stages of production should be appropriately apportioned between the completed and the terminated portions of the contract. In this category would be included high direct labor and overhead costs, including training, costs of excessive rejections and similar items.

Excluded costs. Without affecting the generality of the foregoing provisions in other respects, amounts representing the following should not be included as elements of cost:

(a) Losses on other contracts, or from sales or exchanges of capital assets; fees and other expenses in connection with reorganization or recapitalization, anti-trust or federal income-tax litigation, or prosecution of federal income tax claims or other claims against the Government (except as provided in paragraph (k) of General Principles); losses on investments; provisions for contingencies; and premiums on life insurance where the contractor is the beneficiary.

(b) The expense of conversion of the contractor's facilities to uses other than the performance of the contract.

(c) Expenses due to the negligence or willful failure of the contractor to discontinue with reasonable promptness the incurring of expenses after the effective date of the termination notice.

(d) Costs incurred in respect to facilities, materials or services purchased or work done in excess of the reasonable quantitative requirements of the entire contract.

(e) Costs which, as evidenced by accounting statements submitted in renegotiation under Section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942, as amended, were charged off during a period covered by a previous renegotiation, may not be subsequently included in the termination settlement if a refund was made for such period, or to the extent that such charging off is shown to have avoided such refund.

To the extent that they conform to recognized commercial accounting practices and the foregoing Statement of Principles, the established accounting practices of the contractor as indicated by his books of account and financial reports will be given due consideration in the preparation of statements of cost for the purposes of this article.

The failure specifically to mention in this statement any item of cost is not intended to imply that it should be included or excluded.

§ 815.487 *Bond premium computation.* See § 804.408 (a) for bond premium computation on terminated contracts.

§ 815.488 *Infraction of C. M. P. regulations.* The War Production Board polices C. M. P. regulations and may impose applicable penalties for deliberate infractions, but it does not look for enforcement of such regulations to the contracting officers charged with settling terminated contracts. Contracting officers, therefore, may reach a decision, in accordance with the principles set forth in this part, as to the materials allocable to a contract in process of termination, without deciding whether such materials are in excess of any amount permitted by C. M. P. regulations of the War Production Board.

§ 815.489 *Continuing costs after notice of termination.* It may be impossible in many instances to discontinue certain costs and expenses incurred in connection with the performance of a contract immediately after notice of termination in spite of all reasonable efforts by the contractor to stop work promptly in accordance with the notice of termination. Where the contractor proceeds as rapidly as is practicable after receiving notice of termination to discontinue such costs

[1] The statement is designated paragraphs 15-481 to 15-486, inclusive, in the Procurement Manual.

in accordance with the notice of termination, reimbursement for such costs should not be denied merely because they were incurred after notice of termination.

Interim Financing of Terminations

§ 815.500 *War Department policy.* (a) The necessity of extending prompt financial assistance to war contractors in connection with the termination of their contracts is recognized by the War Department as of paramount importance. It is essential that procurement offices take definite action to ascertain which of their prime contractors and subcontractors desire interim financing and to see that it is made available to them.

(b) War contractors and subcontractors who are greatly overextended and are doing a volume of business wholly out of proportion to their working capital, may suffer acute financial embarrassment if they do not receive very promptly a substantial part of the amounts owing to them on terminated contracts. Moreover, interim financing is essential in order to provide ready working capital for such contractors and subcontractors quickly so that they will be enabled immediately to carry on or convert to other war work or, in the event of post-war termination, to undertake other production work. The importance of making every reasonable effort to effect interim financing at the earliest possible date by one or more of the following methods cannot be overemphasized:

(1) For contractors still in war production guaranteed V and VT Loans are now available which may be utilized to provide financing in the event of termination (§§ 803.319, 803.320, 815.502 and 815.503);

(2) It is expected that a new simplified type of guaranteed T Loan, solely for use on termination, will shortly be made available (§ 815.504);

(3) Contractors will be given liberal partial payments while their terminated contracts are in process of settlement (§§ 815.505 to 815.507 (d)).

(4) Advance payments authorized prior to termination may be used to pay for items reimbursable under the termination article (§ 815.508).

(c) In order that these loans and payments may be utilized to best advantage, contracting officers, fiscal officers and contractors themselves, must become fully conversant with the purpose of each type of financing and with the specific regulations applicable to it, and must know the actual steps necessary to make this financing effective. Pending issuance of more detailed regulations (now in preparation) there are set forth herein (1) a summary of the various types of interim financing and (2) recommendations as to the machinery which procurement offices should establish to insure that the benefits of such interim financing will reach all prime contractors and subcontractors who are entitled to such assistance.

§ 815.501 *Choice of method of interim financing.* It is the general policy of the War Department that contractors will be given partial payments of amounts owed them where that method of interim financing is administratively practicable. In the case of contractors who have numerous contracts with several procurement agencies or technical services or who are primarily subcontractors, financing through V, VT or T Loans will probably be the most practicable method for initially financing the borrower's total termination claims on an over-all basis.

§ 815.502 *V Loans.* (a) Guaranteed or Regulation V Loans were provided for under Executive Order 9112 in March, 1942, primarily for the purpose of financing subcontractors, mixed prime and subcontractors, and prime contractors where the latter held numerous contracts with several procurement agencies. In these cases over-all financing of the borrower's war production was needed as distinguished from financing of one or two prime contracts by advance payments.

(b) The practical procedure to obtain a V Loan is for the contractor to consult his local bank, and then, either personally or through the local bank, to discuss the matter with the Federal Reserve Bank and the Liaison Officer assigned thereto by the Office of the Fiscal Director, Headquarters, Army Service Forces. If the application appears reasonable, the Liaison Officer then requests the important interested war procurement agencies, technical services and prime contractors for opinions as to the necessity of the loan and the ability of the contractor to perform the contracts at the prices specified. Assuming such opinions are favorable (after presentation of a budget showing need for the money in connection with war production and other information) an agreement for the loan is entered into between the contractor and the local bank and a guarantee agreement in standard prescribed form is executed and delivered to the local bank by the Federal Reserve Bank, the latter acting as Fiscal Agent for the War Department. If the loan is over $100,000 the guarantee must be authorized by a financial contracting officer in Washington. The actual money is advanced by the local bank. The percentage guaranteed depends generally on the quality of the borrower's credit and normally does not exceed 90% except in the case of a very weak credit where a higher percentage of guarantee may be authorized if the production of the contractor is essential. The contractor pays interest at rates varying from 2½% to 5% per annum depending upon the risk, size of the loan, and supervision required. The Government receives a guarantee fee which varies with the percentage of guarantee. In the case of a 90% guarantee the fee is 25% of the interest payable on the guaranteed part of the loan.

(c) Under the provisions of section 6 of the standard form of guarantee agreement, V Loans give the borrower termination protection in that maturity is suspended until final settlement on a portion of the loan which bears the same ratio to the whole loan as the cancelled portion of the war producer's contracts bears to his total backlog of war contracts unperformed at the time of termination. Likewise interest is waived on this suspended portion of the loan and the Government pays the bank interest on that amount of the loan at its previous rate less guarantee fee, or at the rate of 2½% per annum, whichever is less. By section 5 of the guarantee agreement the bank in a V Loan is protected on termination by a "step-up" of guarantee based on that same ratio. Neither provision comes into effect unless the ratio is 25% or more.

§ 815.503 *VT Loans.* (a) During the summer of 1943 some large contractors and their banks became concerned over the amount of working capital that might be tied up in the event of substantial contract terminations, particularly if these should occur suddenly. In many cases the resources of these contractors were adequate to finance their war production, so they were ineligible for V Loans. Therefore, as a means of freeing the contractor's own working capital upon termination of war contracts, Government guaranteed loans were liberalized by the development of the VT type loan. These differ from V Loans only in these respects:

(1) The contractor does not have to establish that he needs the money for present war production, although at least part of it is available for that purpose.

(2) The amount that may be borrowed must be based on a formula predicated on receivables and inventories attributable to cancelled as well as uncancelled war contracts and on amounts which the contractor has paid or concurrently is to pay to the tier of subcontractors immediately below him.

(3) The percentage of guarantee cannot exceed 90% and the "step-up" provision of Section 5 of the guarantee agreement has therefore been eliminated.

(4) The banks are allowed to charge a commitment fee up to ½ of 1% (instead of ¼ of 1% which is the maximum which can be charged on V Loans) in which the guarantor shares on the same basis that it shares in interest.

The routine for setting up the VT Loan or credit is identical to that followed for V Loans.

(b) It cannot be emphasized too strongly that the essential question whether a V or VT guaranteed loan gives satisfactory termination protection depends not upon whether it is a V or VT Loan, but upon whether it has a loan formula permitting borrowings to be outstanding against a substantial amount of the contractor's investment in cancelled as well as uncancelled contracts. For example, if a borrowing formula of the VT type, described in paragraph (a) (2) above, is used, a V Loan gives the same termination protection as a VT Loan. In the case of a weak credit the banks which would not be willing to make a VT Loan, where the guaranteed percentage never exceeds 90%, will be more willing to make a V Loan with this type of formula since upon cancellation of the borrower's contracts the percentage of guarantee under Section 5 of the guarantee agreement "steps up" in an amount proportionate to the ratio which the cancelled portion of the war producer's contracts bears to his total backlog of unperformed war contracts. Thus, the strong credit can secure termination protection through a VT Loan; any other contractor who is still in war production can secure equal termination protection under a V Loan using a VT type formula.

§ 815.504 *T Loans.* Neither a V nor a VT Loan may be obtained after all of a contractor's war production is terminated and he is no longer a necessary war facility. However, a new type of guaranteed T Loan is now under consideration and forms are being prepared so that the procuring agencies will guarantee or make commitments to guarantee loans made to contractors by local banks to finance war inventories and receivables pending final settlement. Established mechanisms employed in V and VT Loans will be used but procedures and forms will be much simplified. It is expected that further instructions on T Loans will be issued in the near future.

§ 815.505 *Partial payments—*(a) *Authority.* The making of partial payments on account of the amounts due to the contractor in the event of termination, either total or partial, is authorized by paragraph (g) of the uniform termination article (§§ 803.324, 815.901) and paragraph (i) of the standard termination article (§ 815.901a) for use in lump sum supply contracts.[1] Such payments may be made, therefore, wherever a contract originally contains this article or is amended to contain it and should be made promptly wherever circumstances warrant such action.

(b) *Policy.* When a contract is terminated the contracting officer or other person responsible for handling termination settlements is charged with responsibility for making due inquiry whether or not the contractor, either for his own account or for any of his subcontractors, needs or desires a partial payment. This inquiry should appear prominently on the negotiator's check list. In the event the contractor desires a partial payment, practical means should be adopted for making it promptly. In general, partial payments should be accomplished through an agreement supplemental to the prime contract substantially in the form set forth in § 815.922. This form of agreement provides that any excess partial payment made pursuant to such an agreement is treated as a loan. It is the duty of prime contractors to inform their subcontractors that they are entitled to partial payments, and to pass on to subcontractors their fair share of partial payments.

§ 815.506 *Partial payments to prime contractors—*(a) *Criteria.* (1) Subject to the provisions of §§ 815.509 to 815.511 (b), partial payments should be made wherever:

(i) The contractor represents that at least the amount of the proposed partial payment is due;

(ii) Such amount is payable without prejudice to the determination of any of the other items involved in the termination;

(iii) An agreement supplemental to the prime contract in substantially the form set forth in § 815.922 is entered into between the Government and the prime contractor; and

(iv) The contracting officer is satisfied that the amount of the proposed partial payment is clearly within the amount due to the contractor in connection with the termination.

(2) If it is not readily determinable whether the total amount of the proposed partial payment is clearly within the amount due to the contractor, the contracting officer, nevertheless, if the conditions set forth in subdivisions (i), (ii) and (iii) of subparagraph (1) above are satisfied, may authorize controlled partial payments to be made through a special bank account, subject to such provisions for security as may be available or possible and subject in any event to prior approval of all withdrawals, for the purpose of financing termination costs allocable to the contract (including bills of subcontractors and suppliers) in a manner similar to the handling of advance payments. In such cases the special bank account will be established under a supplemental agreement substantially in the form set forth in § 815.922 with the addition of the provisions substantially as set forth in paragraph (a) of § 815.922. Contract Financing Sections (§ 815.512) authorizing withdrawals will clear all doubtful items with the contracting officer and no withdrawal will be permitted unless the contracting officer determines that the amount of the withdrawal, together with all amounts previously withdrawn or paid, will not exceed the total amount due the contractor.

(b) *Basis for determination.* Contracting officers are authorized to make determinations as to the amounts of partial payments to be made on the basis of such evidence as they deem proper in the circumstances. Ordinarily, it can be ascertained fairly promptly and without any exhaustive audit that the contractor will be entitled to receive at least some minimum amount on the terminated contract. This amount, or some substantial part of it, should be paid to the contractor on account as promptly as possible. Such payment will be warranted upon (1) the presentation of accounting information, as to the whole or any part of the terminated contract supported by reasonable schedules, certified by the contractor, showing that at least some stated amount is owing to him in connection with the termination, and (2) upon written determination by the contracting officer after a limited accounting review that the amount to be paid is less than the amount due to the contractor by reason of the termination. Ordinarily, in making such limited review the contracting officer should rely on the certifications of independent public accountants, where such certified statements are available, with respect to accounting information submitted by the contractor, and should act promptly upon the basis of other types of financial data which he deems reliable. Usually, in connection with the making of partial payments, it should not be necessary for the contracting officer to require that accounting data be certified by independent public accountants.

(c) *Conditions which may be imposed in connection with partial payments.* (1) Contracting officers in making partial payments on the basis of a partial statement of termination charges and request for partial payment submitted by the contractor, may require that any or all of the following conditions be met by the contractor:

(i) The submission of a partial statement of costs and termination charges certified as correct by at least two duly authorized officers of the contractor (one of which should be the chief accounting officer), in the case of a corporation; and by at least two members in the case of a partnership.

(ii) A statement by the contractor that the payment requested has not been assigned, or if it has been assigned, that the assignee has consented in writing to the making of the payment. Direct payment to an assignee may be made, if otherwise authorized.

(iii) Statement by or in behalf of the contractor that all statements of fact and representations made in the request for payment, the partial statement of charges and the schedules in support thereof are true and correct and that they are made subject to the penalties provided in section 35A of the United States Criminal Code as amended April 4, 1938, 50 Stat. 197, (18 U. S. Code 80).

(2) The extent to which the contracting officer will require these conditions to be met in any case is left to his discretion subject to such regulations or instructions as the chief of the technical service may issue.

§ 815.507 *Partial payments for the benefit of subcontractors—*(a) *Direct payments not authorized.* Except with the written consent of the prime contractor, contracting officers are not authorized to make partial payments directly to subcontractors, vendors or suppliers whose subcontracts or purchase orders have been terminated or cancelled as a result of the termination of a prime contract with the War Department.[1] This is based on the following reasons (see § 815.325 (b)):

(1) There is no direct contractual relationship between the Government and the subcontractor.

(2) There is no assurance that counterclaims and set-offs by the prime contractor (or by intermediate subcontractors) against the subcontractor in question will have been taken into account by the contracting officer in making partial payment.

(3) There is no assurance that the amounts of such partial payments will be taken into account in determining the amount due the prime contractor.

[1] A similar provision is found in the standard termination article (§ 803.324 (a)) for use in lump sum construction contracts. The provisions of §§ 815.500 to 815.512, inclusive, are applicable to the termination of lump sum construction contracts containing the standard termination article (§ 803.324 (a)).

[1] Some cost-plus-a-fixed-fee contracts, however, expressly authorize such payments. The text does not apply to such contracts.

(4) The administrative difficulties involved in attempting to deal directly with subcontractors will tend to delay the settlement of terminated contracts.

(b) *Partial payments through prime contractor.* (1) Such partial payments for the benefit of subcontractors can be made through the prime contractor and should be so made as promptly as is practicable. Where it is desired to do this the contracting officer may make a partial payment to the prime contractor based upon the contracting officer's approval of the settlement of the whole or some part of the amount due from the prime contractor to the subcontractor in connection with the uncompleted portion of the terminated contract.[1]

(2) Ordinarily partial payments to the prime contractor (intended to put him in funds or to reimburse him for partial payments to a subcontractor) will be made simply as payments on account to the prime contractor or under the controlled account procedure provided for in § 815.506 (a) (2). In some cases, however, it may be desired to make such a payment in trust for the subcontractor or for the benefit of a specific second tier or more remote subcontractor or supplier. To accomplish this, an agreement supplemental to the prime contract, in substantially the form set forth in § 815.-921, may be entered into among the following parties: (i) The Government, (ii) the prime contractor, (iii) the subcontractor who is to receive the partial payment, and (iv) any intermediate subcontractors. Under this form of agreement,

(*a*) All of the parties will agree that the payment (which may be for all or part of the subcontractor's termination charges), may be made;

(*b*) That it is within the amount clearly owing on account of the termination of the prime contract (*1*) to the subcontractor who is to receive the payment, and (*2*) to the prime contractor and each intermediate subcontractor, if any;

(*c*) The parties will warrant that no set-offs or counterclaims are outstanding against the subcontractor who is to receive the payment;

(*d*) All the parties will give releases for the benefit of the Government, to the extent of the payment made, and will agree not to seek further reimbursement of this amount by reason of the termination. The payment is then made to the prime contractor but on account of, and in trust for, the subcontractor who is ultimately to receive it. It should be noted that the use of this arrangement continues the policy of creating no direct obligation on the part of the Government to any subcontractor.

The contracting officer makes payment only to the prime contractor, who presents the subcontractor's request for the partial payment and passes the payment on to the subcontractor when it is made.

(3) Contracting officers are also authorized to make such partial payments (intended for particular subcontractors) through prime contractors for the benefit of subcontractors by means of any other less formal arrangement which, in their opinion, will adequately protect the interests of the Government, especially with respect to any set-offs or counterclaims which may exist against the subcontractor who is ultimately to receive the partial payment (or against any intermediate subcontractor) and which might affect the amount owing to the person receiving. Such protection may, in some cases, be secured through the use of appropriate language in the invoice or voucher submitted by the contractor for such partial payment.

(c) *Determination of amount of payment.* The provisions of § 815.506 (b) will be applied in determining the amount of a partial payment for the benefit of a subcontractor. However, the prime contractor, in accordance with the provisions of § 815.431 et seq., will make his own review of the subcontractor's statement of termination charges, which may be a partial statement of such charges, and that statement may be checked to such extent by Government accounting personnel as the contracting officer may deem appropriate. The contracting officer may give consideration and appropriate weight to reviews made by the prime contractor and the prime contractor's recommendation. He should place suitable reliance also upon any relevant reports which may be available, prepared by independent public accountants.

(d) *Conditions on partial payments for the benefit of subcontractors.* In connection with any partial payment to a prime contractor for the benefit of any subcontractor or supplier, the contracting officer may impose such conditions, of the type mentioned in § 815.506 (c), upon the prime contractor or upon any subcontractor receiving the payment as he may, in his discretion, consider proper.

§ 815.508 *Advance payments.* Advance payments previously authorized in connection with the performance of a terminated contract may also be utilized to finance terminations, either total or partial, provided that the contracting officer determines that such advances, in addition to those previously made, will be less in amount than the estimated termination charges. The release of such advance payments from special bank accounts is authorized since liquidation of the amount due on termination is within the purposes of the contract. This method may be used in addition to, or in substitution for, partial payments, subject to the provisions of §§ 815.509 to 815.511 (b).

§ 815.509 *Liaison with advance payments and loan or contract financing section of the technical service.* The Advance Payments and Loan Section, the Contract Financing Section, or the District Financial Officer of the office of the contracting officer concerned (or any other section or officer discharging responsibilities with respect to the financing of contracts by advance payments, guaranteed loans or other methods) will be notified promptly by the contracting officer that a contract has been or is about to be terminated, either in whole or in part, so that consideration may be given to the effect of such termination on the financing program, if any, previously worked out in connection with the terminated contract and any other contracts held by the contractor. In the case of guaranteed loans or direct Government loans, such financing sections or officers will furnish the necessary information with respect to the termination to the Liaison Officer of the Advance Payments Loan Branch stationed in the appropriate Federal Reserve District. Thereafter the closest liaison will be maintained by the contracting officer with such persons during the progress of the termination settlement. See also § 815.512.

§ 815.510 *Consent of surety or guarantor to partial payments; rights of assignees.* Where a contractor who has received Government financing (in the form of an advance payment or a guaranteed loan) requires partial payments in connection with the settlement on the termination of his contract, proper notice thereof will be given to, and consents obtained from, any surety or guarantor on the instruments previously offered as security for such Government financing. Where assignments of amounts due under the contract have been made, partial payments can be made only consistently with the assignment.

§ 815.511 *Partial payments where contractor has Government financing—*(a) *Government financing by advance payments.* Ordinarily, the Government's principal security for an advance payment is the contract itself. Advances are liquidated by pro rata liquidating deductions from payments made by the Government for goods delivered and accepted. When a contract is terminated in whole or in part, the number of units to be delivered is decreased and the security for the advances is diluted accordingly. In effect, termination costs are substituted as security for the eliminated contractual units. Partial payments on account of a termination settlement without a commensurate deduction of a pro rata portion of outstanding advances diminishes the security. Advance payments, therefore, should ordinarily be liquidated from amounts paid in settlement of a termination.

(b) *Government financing by guaranteed loan.* Compliance with § 815.509 will ordinarily provide sufficient protection to the Government where guaranteed loans are involved. The contracting officer will thus be apprised of any outstanding guaranteed loans to the contractor and of any recommendation with respect thereto which the Liaison Officer in the Federal Reserve District may have and the Liaison Officer will be apprised of the termination. Frequently, such early notification may enable the bank, which has made the loan, to obtain or call for an assignment of the contract where such assignment has not previously been made. Such action may prevent a call on the War Department to participate in the loan to the extent of its guarantee agreement.

[1] This would be with respect to any part of the terminated contract in the case of a lump sum construction contract containing the standard termination article for use in such contracts (§ 803.324 (a)).

§ 815.512 *Contract Financing Section.* (a) Where offices of the technical services have not established Contract Financing Sections or Advance Payment or other units qualified to assist contractors with their financial problems, such sections will be created. Their personnel should be competent to advise contractors and persons responsible for contract terminations with respect to the various types of financial assistance available to them if needed, and especially with reference to interim financing in connection with contract terminations. With respect to partial payments these sections are expected to work under the direction of the person responsible for contract terminations and as part of the group or team working with him. They should also facilitate cooperation with the Federal Reserve Banks through the Liaison Officers.

(b) In addition to their normal duties of approving the financial status of contractors as the basis for awarding contracts and of recommending and administering advance payments and coordinating with the Liaison Officers in arranging for V and VT Loans, the following are specific examples of functions that will be performed by Contract Financing Sections in connection with terminations:

(1) Such sections will effect internal coordination so far as practicable with persons responsible for the decision to terminate contracts with respect to liquidation of advance payments before a termination notice has been sent out, and thereafter with persons responsible for settlement.

(2) Such sections will administer partial payments where controlled accounts are utilized (§ 15.506 (a) (2)).

(3) There should be the closest sort of external coordination between the Contract Financing Sections and the Liaison Officers in the Federal Reserve Banks, especially with respect to the following:

(i) As required by § 815.509, pretermination coordination should be effected through the Contract Financing Sections with Liaison Officers where substantial terminations, cut-backs or slow-downs of contracts are impending with respect to financially weak contractors who are being financed by guaranteed loans. Under some conditions it may be desirable for the Contract Financing Sections to ascertain from the Advance Payment and Loan Branch, Office of the Fiscal Director, Washington, D. C., whether such financially weak contractors are being so financed. That Branch will then inform the Contract Financing Section of the particular Liaison Officer who should be contacted. This is similar to the internal coordination between the termination groups and the Contract Financing Sections with respect to liquidation of advance payments.

(ii) Where assignments or advance payments are involved, internal coordination should be effected between the Contract Financing Sections and the termination groups authorizing the disposition or retention of property, and

(iii) Where V or VT Loans are involved, similar external coordination should be effected through the Contract Financing Sections with Liaison Officers (§ 815.350 (d)).

(4) Through coordination with Liaison Officers and termination personnel Contract Financing Sections should encourage the making of proper partial payments where suspension of maturity and waiver of interest has been made under section 6 of the standard form of guarantee agreement (§ 815.502). The making of such partial payments may reduce Government expense and tends to conserve appropriations of the interested technical service which otherwise would be charged for interest paid by the Government on behalf of contractors whose loans have been suspended as a result of terminations.

(5) Close coordination between Liaison Officers, Contract Financing Sections and termination personnel is also important with respect to advance payments or V Loans where the Government's interest in such financing is in jeopardy. Procedures for tapering off work while liquidation is going on, arrangements for set-offs and other techniques for minimizing losses should be developed.

Negotiation of Settlements

§ 815.530 *General.* The negotiation of a settlement of the amount to be paid to a contractor with respect to the uncompleted portion of a terminated lump sum supply contract is primarily a problem calling for the exercise of sound business judgment by the contracting officer and the members of his staff participating in such negotiation. The negotiation should be carried on in the light of available accounting and other relevant data and as a business negotiation to be completed speedily and equitably.

§ 815.531 *Authority of the Contracting Officer.* The contracting officer, in determining a proper settlement under the standard termination article for use in lump sum contracts (§ 803.324) providing for a negotiated settlement of the uncompleted portion of the contract[1] is given a very wide range of discretion and may act upon such evidence as is satisfactory to him under all the circumstances, with a view to reaching a fair adjustment expeditiously and with a minimum of technicality. He may allow the contractor by way of settlement such amount as will, in his judgment, give to the contractor fair, full and reasonable compensation for the contractor's costs, expenditures, liabilities and commitments incurred in connection with the uncompleted portion of the contract, together with such reasonable allowance for profit on the uncompleted portion of the contract as the contracting officer deems just and equitable and as affording to the contractor, under all the circumstances, such profit as the contractor has actually earned by work in fact done on the uncompleted portion of the contract (see § 815.449).

§ 815.532 *General criteria and guides for the contracting officer.* The negotiated settlement gives the contracting officer maximum flexibility in working out with the contractor a fair settlement of the amount due on the uncompleted portion of the contract under the standard termination article (§ 803.324) for use in lump sum supply contracts (see note to §815.531). To arrive at such a fair settlement, however, the contracting officer will make use of all relevant and available guides as to what constitutes an equitable amount to be paid to the contractor. The principal accounting guides are discussed in § 815.445 and following sections. It is to be emphasized that none of such guides and no report of the accounting personnel (see §§ 815.434 and 815.451 (c)) shall be regarded as controlling any such settlement but merely as providing assistance to the contracting officer in connection with the determination of the appropriate amount of such a settlement.

§815.533 *Preparation for negotiation conferences with contractor.* In preparing for negotiation conferences with representatives of the contractor, the contracting officer or his representatives, and any appropriate members of his staff who will participate in such conferences:

(a) Should familiarize themselves completely with all available information concerning the particular termination;

(b) Should consider, as fully as possible, and in advance, all accounting, legal and other problems which are likely to arise in the course of the negotiation, and

(c) Should have determined what steps should be taken to coordinate the termination settlement with statutory renegotiation with the contractor (see §§ 805.551 to 805.551 (b)).

Such preparatory work will facilitate the progress of the negotiation and will enable the contracting officer and his staff promptly to pass upon the contentions of the contractor in connection with the settlement.

§ 815.534 *Negotiation conferences and personnel.* The negotiation conferences with the contractor should be attended by such representatives of the contracting officer as may be concerned with the subject matter of the particular conference. Such representatives should include, where necessary, a negotiator and legal, accounting, technical and property disposition advisers. So far as possible, personnel in each of these categories should be assigned to specialize in work on terminations so that an experienced and trained staff will be available to assist the contracting officer. Such personnel should therefore be chosen with extreme care. The negotiator (see § 815.322) will normally be the representative of the contracting officer with respect to each negotiation as a whole, so that his recommendations will undoubtedly carry special weight in the ultimate settlement. The extent of the contracting officer's personal participa-

[1] In negotiating a settlement of a lump sum construction contract under the standard termination article for use in such contracts (§ 803.324 (a)), the settlement, of course, relates to the whole contract rather than to the uncompleted portion only, as in the case of a lump sum supply contract (§ 803.324).

tion in such negotiation conferences is a matter for his own discretion, in the light of the complexity of the termination, the problems to be discussed at a particular conference and similar factors.

§ 815.535 *Where prime contractor cannot settle with one or more subcontractors.* Where the prime contractor is unable to effect a settlement, which the contracting officer will approve (where such approval is required), with one or more subcontractors, the settlement agreement between the Government and the prime contractor may exclude the amounts due to such subcontractors from the negotiated settlement, leaving to later determination the question of the payment to be made to the prime contractor with respect to such subcontracts. In appropriate cases, with the written approval of the officer or employee of the War Department in charge of the procurement office in which the settlement is being administered, acting personally or through a representative designated for the purpose, the Government in the settlement agreement with the prime contractor may assume and agree to pay the obligation of the prime contractor with respect to such subcontracts, so far as related to the uncompleted portion of the terminated prime contract. Each such agreement to assume such an obligation shall provide that the amount to be paid under such assumption of liability shall not exceed a stated amount and, where appropriate, will contain an assignment of all rights of the prime contractor relating to such obligation. This amount will be determined at a figure sufficiently low so that the total payments under the terminated prime contract will not exceed any maximum limit set for payments under the applicable termination article (see §§ 803.324 and 815.444 (a)). In the event of such an assumption of the prime contractor's obligation, the settlement agreement shall include suitable provisions requiring the contractor (a) to give prompt notice to the contracting officer of the commencement of any litigation with respect to the obligation, and (b) to permit the Government to assume the defense of such litigation as a condition of the Government's liability (see § 815.321 (g)). Similar arrangements may be made, with the written consent of the prime contractor and of all intervening subcontractors, where a subcontractor of any tier cannot make settlement with one or more subcontractors of the next tier below him. A written report of each agreement entered into pursuant to this paragraph will be made through channels to the Director, Readjustment Division, Headquarters, Army Service Forces.

§ 815.536 *Review of termination settlements before execution of agreement.* See § 815.220.

§ 815.537 *Supplemental agreement.* When the contracting officer and the contractor reach an agreement as to the total amount payable to the contractor in connection with the termination of a contract, subject to the provisions of §§ 815.220 and 815.536, the contracting officer and the contractor shall proceed to enter into a supplemental agreement for the final termination of the contract. Such supplemental agreement shall be substantially in the form set forth in § 815.931, and will (1) recite that it is made pursuant to the First War Powers Act, 1941, and Executive Order No. 9001, and (2) be entered into consistently with any applicable requirements of §§ 803.306 to 803.308g, inclusive. Any such final settlement agreement pursuant to this authority will ordinarily constitute an amendment made for adequate consideration. Accordingly, in the absence of unusual provisions in the particular supplemental agreement, no approval by the Director, Purchases Division, Headquarters, Army Service Forces, of any such settlement agreement is required by § 803.308a. Approval by the Director, Purchases Division, is not required merely because the amount of the settlement exceeds $5,000,000 or any other amount. The consent to such agreement of any assignee of the amounts payable under the contract should be obtained.

(a) *General provisions.* In the case of a lump sum supply contract containing a termination article substantially in the form set forth in § 803.324[1] such agreement shall provide for the payment to the contractor, subject to any deductions set forth in § 815.537 (b), of the sum of:

(1) The agreed amount on account of the uncompleted portion of the contract; and

(2) All as more fully provided in the contract, (i) the contract price, to the extent unpaid, of all supplies (including spart parts, drawings, information and other things) which have been completed and delivered, or work performed, in accordance with the provisions of the contract and title to which has been transferred to the Government; (ii) the agreed amount for, or reimbursement of, expenditures made and costs incurred by the contractor subsequent to the receipt of the termination notice for the protection of Government property; and for such other expenses and costs as may be necessary in the settlement of the contract (see § 815.443 (d)).

(b) *Deductions and reservations.* The settlement agreement should take into account the following

(1) *Renegotiation.* It should be specifically stated whether and to what extent the terminated contract and the settlement agreement is to be exempted from subsequent renegotiation (see §§ 815.551 et seq. and 812.1204 (i)).

(2) *Deductions for damaged property and defects.* A reasonable deduction should be made for damaged property (see § 815.444 (b)), defects of materials and workmanship (§ 815.444 (c)) in property title to which is to be transferred to the Government, or which has been sold at the direction of the contracting officer in connection with the termination setlement, to the extent that this factor has not otherwise been taken into account adequately in connection with the negotiation.

(3) *Deductions for Government claims in connection with the contract.* The agreement should cover any set-offs and counter-claims which the Government may have in connection with the contract (see § 815.444 (c)).

(4) *Disposal credits.* The agreement or the settlement itself should take into the account credit to the Government for the sales price or agreed price of any property sold or retained by the contractor at the discretion of the contracting officer in connection with the termination settlement (see § 815.350 et seq.).

(5) *Provisions to protect subcontractors and suppliers.* In the discretion of the contracting officer, the amount of the settlement may cover or may be made subject to deduction to meet the unsettled claims asserted by any person for labor, supplies, or materials. The agreement may make such provision, for direct payments to the claimants, escrow payments or otherwise, as the contracting officer may deem proper, to ensure the payment of such claims (see § 815.444 (c)).

(6) *Reserved rights.* Rights of the Government and of the contractor, which are to be reserved and are not to be affected by the settlement agreement should be specified to the extent reserved, as for example:

(i) Rights under contract provisions relating to inventions, patent rights, patent infringements, licenses and reproduction rights;

(ii) The right of the Government to effect an adjustment of patent royalties under the provisions of Public Law 768, 77th Congress, and

(iii) The rights of either party under options, covenants not to compete, covenants of indemnity, and facilities agreements.

(7) *Maximum limit.* The agreement shall not provide for payment in excess of the maximum limit on compensation stipulated in the applicable termination article (see § 815.444 (a)).

(8) *Offsets and credits for payments previously made.* All offsets mentioned in § 815.444 (c) and all advance, progress, partial and other payments previously made will be taken into account appropriately.

§ 815.550 *Relation of termination to statutory renegotiation.* The settlement of terminated contracts will not be delayed pending completion of renegotiation proceedings. However, the following points must be considered in reaching settlement agreements:

(a) The Statement of Principles for Determination of Costs upon Termination of Government Fixed Price Supply Contracts provides that the following should not be included as an element of cost:

Cost which, as evidenced by accounting statements submitted in renegotiation under Section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942, as amended, were charged off during a period covered by a previous renegotiation, may not be subsequently included in the termination settlement if a refund was made for such

[1] The settlement agreement for use in connection with lump sum construction contracts containing a standard termination article (§ 803.324 (a)) is mentioned in §§ 815.601 and 815.602, and a form of such agreement is set out in § 815.932.

period, or to the extent that such charging off is shown to have avoided such refund.

(b) In some cases contractors are willing to waive or otherwise release any claim for payment of costs and profit thereon to which they may be entitled as a result of termination of contracts. The signing of such a waiver will not prejudice whatever rights the contractor has to include such costs in accounting statements submitted in renegotiation. It should be pointed out to contractors, however, that the waiver of payment must be made within the contractor's fiscal year if the applicable costs are to be included in accounting statements submitted in renegotiation for that year. Profit consideration in renegotiation with respect to that segment of production represented by the costs on contracts terminated will generally be dependent on the extent and character of the manufacturing contribution represented by those costs.

(c) Contracting officers and accounting personnel will take full advantage of accounting and cost information in the possession of the Price Adjustment Board or section charged with renegotiation dealings with a contractor whose contract has been terminated and will keep that board or section fully informed and make available to it the information developed in connection with the termination settlement.

§ 815.552 *Settlement in connection with other termination settlements affecting the same contractor.* Settlement of the amount due by reason of the termination or partial termination of a particular contract in the discretion of the contracting officer, and with the approval of the contractor, may be made in connection with similar settlements of amounts due under other terminated contracts with the same contractor. Where such action is taken, accounting work should be consolidated to the greatest practicable extent. The several settlement agreements, or a single over-all settlement agreement covering the contracts in question, should apportion the total amount of the settlement to the several contracts on some reasonably satisfactory basis (see T. A. M. 1111). In such cases precise allocation of costs to particular contracts will serve no useful purpose, will not decrease termination charges and will merely increase administrative work.

§ 815.560 *Where settlement by negotiation proves impossible; formula settlement.* (a) Where settlement by negotiation of the amount due with respect to the contract (or any portion as to which settlement by negotiation is permitted) proves to be impossible, settlement will be made by formula. Contracting officers will take action promptly to make settlement by formula wherever a negotiated settlement is being unreasonably delayed by the contractor or seems unlikely to be effected within a reasonable time because of inaction by the contractor. Such action will be pressed with special vigor where the interests of subcontractors may be adversely affected by delay of the prime contractor in acting on settlements with his subcontractors.

(b) Resort to a complete formula settlement may in some instances be avoided in part by (1) limiting the formula settlement to any separable issues which are in dispute and (2) negotiating a partial settlement agreement covering all clearly separable issues as to which fair agreement can be reached without unreasonable concessions to the contractor (see also in this connection § 815.535). This course, however, should not be pursued unless exhaustive and diligent effort has been made to negotiate a complete settlement of all the matters arising in connection with the termination. Even then, partial settlement should be employed cautiously and no partial settlement should be made if such a settlement will prejudice the Government's interests in the light of the issues left unsettled. The chiefs of the technical services may authorize the execution of such partial settlement agreements either in specific cases or by general rule or delegation of authority. As a general rule, partial settlements covering particular items of the contractor's proposal should not be made during the course of negotiations, since such partial settlements may embarrass the Government's negotiating position as to a final settlement. This general rule, however, is not applicable to agreements approving subcontract settlements or approving dispositions of property and credits arising therefrom.

(c) Where a settlement by formula is to be made of the whole or any part of the amount due in connection with a contract in process of termination, the contracting officer will give the contractor not less than fifteen (15) days written notice by registered mail to produce on or prior to a stated date his written evidence bearing upon the determination of the amount due, including such vouchers, verified transcripts of books of account, affidavits, audit reports and other documents, as the contractor may wish to submit or as the contracting officer in his discretion may require. If the contractor wishes to present oral testimony or if the contracting officer wishes testimony presented in behalf of the Government or by independent experts or to examine persons whose affidavits or reports have been submitted by the contractor, in the discretion of the contracting officer a hearing may be held. If such a hearing is held, the contractor shall be given due notice in writing. The contracting officer may cause such accounting and other investigations and audits to be made as he may deem appropriate. Ordinarily, an investigation will be made on all issues which the negotiations reveal to be in dispute and such additional documents and data may be required as the contracting officer in his discretion considers necessary in the particular case. It is not intended, even in connection with a formula settlement (see §§ 815.407, 815.421 (b)), that the chief of the technical service shall require the contractor to furnish detailed evidence, vouchers and other data to the extent ordinarily required in cost-plus-a-fixed-fee contracts. The purpose in making investigation and in directing the submission of evidence should be to require the contractor to establish by proof, satisfactory to the contracting officer, the substantial facts as to the amount owed to him. The burden of proof is upon the contractor. The nature of the additional data to be furnished will depend upon the situation in the particular case and upon the character of the issues remaining in dispute. Generally, photostatic or other copies of such documents and records as the contracting officer may require will be sufficient for the purposes of the contracting officer and for this reason originals should not be required except where the authenticity of particular documents is in dispute. In all cases the contractor should be given full opportunity to submit within a reasonable time such additional documents, records and other evidence as he may deem appropriate to support his claim.

(d) After a review of the additional accounting information prepared by his own office (see § 815.421 (b)) and any additional data or evidence furnished by the contractor, the contracting officer will make administrative findings of fact and a determination on the issues still in dispute and will transmit a copy of such findings and determination to the contractor by registered mail. In this communication the contracting officer should also refer the contractor to the provisions of his contract giving him any right of appeal which may exist (see § 803.326). Such determination shall be based upon the applicable formula in the termination article in the particular contract and shall comprehend the following items (without duplicating amounts included in partial settlements arrived at through negotiation):

(1) A summary of the costs to be paid under the formula settlement. Such costs should ordinarily be summarized in substantially the same manner as the summary shown on Standard Form A–1 (§ 815.937 (a)) with the detailed supporting data shown in the summary on Standard Form B–1 (§ 815.938 (a)) or on Standard Form B–2 (§ 815.938 (b)), whichever is applicable. Such summary of costs, however, may be in such form as the contracting officer deems appropriate in the particular case.

(i) When the costs are presented on the "inventory basis" the figures on the cost summary should be supported by an inventory list. Where the inventory is comprised of more than three pages, a reasonable analysis only will be presented. This analysis (which should not require more than one or two pages) should show the description, quantity, prices (if appropriate) and extensions of the important classifications of inventory. For example, raw material may be listed by major groupings, and principal purchased components may be briefly described. Work in process will be listed to show the dollar amounts by departments or other appropriate classifications.

(ii) When the cost summary is presented on the "total cost basis" each major element of cost on the summary should be supported by an appropriate short analysis or schedule of one or two pages. This analysis in respect to direct material will show to the extent practi-

cable the several major classes as indicated by the contractors' records, such as steel, copper, lumber, etc., subdivided as to grade for the major elements. Such a break-down should seldom include more than 15 or 20 items. Direct labor may be summarized by plant operations, production centers or other appropriate classifications, if the contractor's accounting system so provides or if such an analysis can be readily obtained. Other direct charges, if important, may be succinctly analyzed. Usually indirect factory expenses will be reflected in not more than 25 or 30 major accounts. The basis of allocation to the contract being terminated should be clearly described. A similar schedule should be submitted for administrative expenses and any other major groups shown on the cost summary if and to the extent deemed appropriate by the contracting officer.

(2) A statement of the amount allowed by the contracting officer by way of profit. If the contract contains the new uniform termination article (§§ 803.324, 815.901) this item of profit should show separately (i) the amount allowed with respect to the cost of articles or materials not processed by the contractor, and (ii) the amount allowed with respect to other costs of the contractor. If the contract contains the old standard form of termination article (see § 815.901a) the contracting officer will include a statement of his estimate of the profit which would have been realized on the uncompleted portion of the contract if the contract had been completed and his determination of the percentage of completion of the uncompleted portion of the contract, as well as the amount of profit allowed with respect to the work done on the uncompleted portion of the contract.

(3) A supporting analysis of disposal credits, if substantial or if they cannot be appropriately explained in the summary, segregated as to those arising from property retained by the contractor and those arising from sales to outsiders. In no event is it expected that such analysis will require more than two or three pages.

(4) A list of all settlements with immediate (first tier) subcontractors and suppliers with the name and address of each subcontractor and supplier and the amount of each settlement as approved or authorized by the contracting officer.

(5) A schedule of settlement expenses (sometimes referred to as post-termination expenses) including the cost of preserving and protecting the property. This schedule will show the major items by classification followed by a description where necessary to clarify the figures and should seldom exceed one page.

(6) The total amount found to be due to the contractor. (Any amounts payable to the contractor in connection with a partial negotiated settlement should be listed separately for purposes of information.)

(7) In addition to the accounting statements and schedules enumerated above, there should be furnished the following supplemental or collateral data:

(i) The administrative accounting reports to the contracting officer by Government accounting personnel.

(ii) Copies of correspondence directly bearing on the findings of the contracting officer.

(iii) An appropriate certificate by the contracting officer supporting his findings of fact and stating that the amount of the termination settlement agreement is in his judgment just and reasonable.

(e) In connection with a formula settlement, settlements with subcontractors and suppliers made with the approval of the contracting officer, prior or subsequent to the breakdown of negotiations will not be reexamined and the cost of such settlements will be reimbursed to the contractor under the applicable termination article as part of the formula settlement. Similarly, other action taken by the contractor prior or subsequent to the breakdown of negotiations in reliance upon the written approval of the contracting officer in connection with the termination settlement, e. g., dispositions of property, will be treated as final in connection with the formula settlement.

(f) If the contractor does not take an appeal from the decision of the contracting officer within the time set forth in the Disputes article of the contract (see § 803.326), the administrative findings of fact and determination of the contracting officer made in accordance with paragraph (d) above shall thereupon become the determination of the War Department with respect to the amount due to the contractor in connection with the termination or so much thereof as is dealt with in such determination.

(g) In the event of an appeal by the contractor from the decision of the contracting officer, the contracting officer will transmit to the appropriate appeals agency a narrative statement of the action, relevant to the issues raised by the appeal, taken prior to the appeal. He may in his discretion include such schedules, office reviews, audit reports and records as he deems appropriate. He will also transmit to the appeals agency a copy of his administrative finding and determination together with such other documents and papers as the rules of the appeals agency may require. At the present time most such appeals will be to the War Department Board of Contract Appeals (see §§ 803.318d to 803.318f (e)), although in some contracts made prior to the formation of that Board, appeals lie to the chief of the technical service concerned. The burden of proof as to the amount due rests upon the contractor. Upon a determination by the appropriate appeals agency, such determination shall thereupon become the determination of the War Department with respect to the amount due to the contractor in connection with the termination or so much thereof as is dealt with in such determination. In the event that the contractor does not accept the decision of the appropriate appeals agency, he remains free to prosecute any claim, which he may have and as to which the decision of the appeals agency is not final, without further action on the part of the War Department.

(h) The contracting officer shall retain in the files of the procurement office to which he is attached or in the office of the chief of the technical service, as the chief of the technical service may direct, a file containing copies of all written evidence and other data relied upon by him in making his administrative findings of fact and determination, except that original books of account and other original papers and documents may be returned to the contractor upon the contractor's agreement to preserve the same available for examination for a period of not less than three years from the date of final settlement.

(i) The chief of the technical service will notify the Director, Readjustment Division, Headquarters, Army Service Forces, of each such appeal which is taken either to the chief of the technical service, the War Department Board of Contract Appeals or any other appeals agency.

(j) (1) Notwithstanding proceedings have been commenced to make settlement by formula, the contracting officer, unless the chief of the technical service otherwise directs, may make or authorize a negotiated settlement with the contractor at any time prior to the time when the contracting officer has administratively determined the amount due on account of the formula settlement by sending to the contractor the communication referred to in paragraph (d) above.

(2) If the contracting officer's determination is, by the terms of the contract, subject to review by the Secretary of War, or his duly authorized representative, and if the contractor perfects his right to such review, the contracting officer unless the chief of the technical service otherwise directs, may make or authorize a negotiated settlement at any time prior to final action on such review (see § 803.308f).

(k) (1) Within 30 days after delivering to the contractor the findings and determination referred to in paragraph (d) above the contracting officer, upon the execution of a supplemental agreement similar in form to that set forth in § 815.922, but with modifications as hereinafter provided, will authorize a partial payment to the contractor of 75% of the amount determined by him to be due, after deducting from said 75% the amount of any outstanding interim financing applicable to the contract in process of termination, including any previous partial payments. The contracting officer before approving such a partial payment, may require a statement by the contractor that the payment requested has not been assigned, and if it has been assigned, will require the written consent of the assignee to the making of the payment, as provided under § 815.501 (d).

(2) In preparing a supplemental agreement for the purposes of a partial payment under this paragraph, the third and fourth recitals of the form of supplemental agreement set forth in § 815.922 will be revised to read as follows:

Whereas, under the terms of the said Contract, under the First War Powers Act, 1941, and Executive Orders Numbers 9001 and 9112, payments may be made to the contractor pending final payment of the amount to which the contractor will be entitled by reason of such termination, and

Whereas, the contractor hereby represents to the Government that at least the sum of $_____ is due the contractor by reason of the termination of said contract and the Government desires to make a payment to the contractor pending final settlement of such contract.

The first two sentences of Article III of such form of supplemental agreement will be revised to read as follows:

ART. III. Said payments shall be applied against the amount finally payable by the Government to the contractor in connection with such termination. If such payments exceed the amount finally payable to the contractor in connection with such termination, the contractor agrees to repay the excess to the Government on demand together with interest thereon at the rate of 6% per annum from the date of receipt of such excess payment by the contractor to the date of the repayment of such excess.

(l) After a final determination of the amount due to the contractor has been made by the War Department in accordance with paragraphs (f) or (g), if the contractor is prepared to accept that determination, a voucher should be prepared in the usual manner, covering such portion of the determined amount as remains unpaid and will be presented to the finance officer. Normally this unpaid amount will be the 25% remaining after the 75% partial payment authorized by paragraph (k). The finance officer will forward to the Office of the Fiscal Director, Headquarters, Army Service Forces, the voucher, together with the findings of fact, determination and supporting papers referred to in paragraph (d), and also any finding on appeal which may have been made (see paragraph (g) above). The Office of the Fiscal Director will review the file and take such steps as are necessary to establish the sufficiency of supporting papers. When this has been done the file will be returned by the Office of the Fiscal Director to the finance officer with appropriate instructions, and any amount due will be paid to the contractor after the execution of a supplemental agreement which will constitute a release by the contractor of all further charges under the contract.

§ 815.561 *Disputes.* Questions of fact relating to termination settlements are subject to determination by the contracting officer subject to appeal by the contractor under the usual disputes article (§ 803.326) and in accordance with its provisions. However, the contracting officer in his absolute discretion may refuse to agree to make a negotiated settlement of the whole or any part of the amount due upon a terminated lump sum contract, and his action in so refusing is not subject to appeal under the disputes article.

SUBPART C—LUMP SUM CONSTRUCTION CONTRACTS

§ 815.600 *Introductory.* The policies and procedures set forth in Subpart B shall in general be considered as guides for, and applicable to, the termination of lump sum construction contracts. In some instances the strict application of those policies and procedures will not be possible because the lump sum construction contract termination article (§ 803.324 (a)) varies in some respects from the lump sum supply contract termination article (§ 803.324). The outstanding variations are indicated in § 815.601.

§ 815.601 *Variances in provisions of lump sum construction and lump sum supply termination articles.* Some of the outstanding differences in provisions of these articles are as follows:

(a) The lump sum supply termination article (§ 803.324) is operative only as to the uncompleted portion of the contract while the lump sum construction termination article (§ 803.324 (a)) is operative as to all the work covered by the contract.

(b) In determining what constitutes a proper negotiated settlement under a lump sum contract the entire contract must be considered and not merely the uncompleted portion of the contract.

(c) The lump sum supply termination article specifically provides for delivery to the Government, f. o. b. a stated point, such property acquired in connection with the contract as the contracting officer may direct, while the lump sum construction termination article contemplates delivery of such property at the project site.

(d) Even though the lump sum construction contract has been let on a unit price basis the provisions of paragraph (a) above are applicable.

§ 815.602 *Consideration of certain principles peculiarly applicable to termination of lump sum construction contracts.* (a) The policy set forth in § 815.311 (b) should be adhered to in terminating lump sum construction contracts.

(b) The instructions contained in the last sentence of § 815.325 (b) should be observed.

(c) As is true in connection with the terminations of lump sum supply contracts it is not intended in negotiating the termination of lump sum construction contracts that the contractor is to be allowed any prospective profit on work not done. (See § 815.449.)

(d) In all lump sum construction contracts there is a "mobilization cost" which bears many resemblances to the "starting load costs" of lump sum supply contractors. (See § 815.496.)

(e) The principles expressed in § 815.315 are pertinent to military lump sum construction contracts but not applicable to River and Harbor and Flood Control lump sum construction contracts.

§ 815.603 *Clause providing for sale of Government property by contract.* When the lump sum construction termination article is altered to make provision for sale of Government-owned property by the contractor, the clause set forth in § 815.376 (b) should be altered by adding the following sentence to the end thereof: "The provisions of this paragraph (d) shall not be considered as operative as to any property which has been attached to and is a part of real estate."

§ 815.604 *Notice of termination and request for negotiated settlement.* When the contract contains or has been amended to contain an article substantially in the form set forth in § 803.324 (a), the notice of termination and request for a negotiated settlement shall be in conformity with § 815.912 (a).

§ 815.605 *Suspension procedure.* If after consideration of all factors it is deemed advisable to suspend work under a contract without terminating the contract in its entirety, a supplemental agreement shall be negotiated to compensate the contractor for all completed work plus an equitable amount representing the expense of demobilizing contractor's plant and organization. Such supplemental agreement shall also provide for a redetermination of the contract price applicable to the remainder of the work to be performed under the contract; the redetermination to be made at the time resumption of work is requested by the Government. A supplemental agreement of this type shall also contain the standard article providing for termination for the convenience of the Government (§ 803.324 (a)), if the contract does not already contain such an article substantially in the form currently prescribed, so that, if the Government later deems it advisable to complete the project or work through another contractor, or abandon the work entirely, the contract may be terminated in accordance with its terms. The supplemental agreement shall also provide that, in case of disagreement between the contracting officer and the contractor as to the contract price applicable to the remainder of the work at the time the Government desires resumption of the work, the contract shall be terminated in accordance with the termination for the convenience of the Government article incorporated therein by such supplemental agreement. This procedure will be particularly pertinent to lump sum construction contracts for civil work. Supplemental agreements effecting a suspension of the performance of contracts as contemplated in this paragraph shall be executed subject to the approval of the Chief of Engineers.

SUBPART D—COST-PLUS-A-FIXED-FEE CONTRACTS

General

§ 815.650 *Distinction between termination articles of cost-plus-a-fixed-fee contracts and lump sum contracts.* (a) The termination of cost-plus-a-fixed-fee contracts presents a number of prob-

lems different from those presented by the termination of lump sum contracts. The differences rest (1) upon the nature of a cost-plus-a-fixed-fee contract as one under which the Government obligates itself to reimburse the contractor for all of stated categories of costs incurred by him and to pay him a fixed fee in lieu of; and usually smaller than, a normal profit upon a lump sum contract; and (2) the special provisions of the termination articles usually found in such contracts. Since the termination articles are for use in contracts being carried out on a cost basis, they provide primarily for:

(i) Discontinuance of the contractor's performance,

(ii) Transfer to the Government (or other appropriate disposition) of property in the hands of the contractor which has been acquired for the contract,

(iii) Payment of the contractor's costs so far as not already paid, and

(iv) Adjustment of the fixed fee in the light of the reduced amount of work.

Many of the articles also provide for the assumption of the contractor's liabilities and commitments related to the contract.

(b) The discussion in this Subpart D relates primarily to the termination of cost-plus-a-fixed-fee supply contracts. However, the procedures herein discussed are in many instances equally applicable to cost-plus-a-fixed-fee construction contracts (see § 815.659 *et seq.*).

§ 815.651 *Steps in the termination of cost-plus-a-fixed-fee contracts.* Termination of each cost-plus-a-fixed-fee contract will be made in accordance with the provisions of the termination article in such contract. However, the following general steps listed in the following paragraph will be applicable to any termination of a cost-plus-a-fixed-fee contract:

(a) *Issuance of a notice of termination and action directed therein.* The contracting officer will issue a notice of termination (see §§ 815.914 and 815.915) to the contractor ordering the contractor to stop all work and the making of all commitments and directing him to issue similar orders to all subcontractors, vendors and suppliers, and to request them to furnish statements of charges on account of such termination. Provision may be made for ordering the continuation of some of the work, in the discretion of the contracting officer. With respect to the issuance of a notice of termination, the following provisions of this part relating to the termination of lump sum supply contracts are also applicable to the termination of cost-plus-a-fixed-fee contracts.

(1) Preparatory steps, §§ 815.301 to 815.306, 815.312, 815.313, 815.315.

(2) Service of termination notice and action connected therewith, §§ 815.320 and 815.321 except paragraph (b) and so much of paragraph (i) as relates to the preparation of a proposal by the contractor himself for a settlement by negotiation. [He should, of course, obtain a statement of charges and a proposal for settlement from each of his subcontractors and suppliers despite the fact that the Government may have agreed to assume his commitments to such subcontractors and suppliers.]

(3) Initial conference, §§ 815.322 and 815.323, except so much as relates to preparation of a proposal by the contractor himself for a settlement by negotiation.

The attention of the contractor should be directed particularly to the necessity of prompt performance of the applicable obligations listed in § 815.321.

(b) *Termination and settlement of subcontracts.* Subcontracts and purchase orders of the prime contractor will be (1) assumed by the Government and settled by the contracting officer or (2) settled by the contractor, depending on the terms of the termination article in the terminated prime contract. In any event, however, the prime contractor will take steps forthwith upon receipt of the termination notice to terminate subcontracts and purchase orders in compliance with such notice, to obtain inventories, accounting data and cost statements and proposals for a negotiated settlement of any lump sum subcontracts and purchase orders. (See §815.325 (c).) In the case of cost-plus-a-fixed-fee subcontracts, in lieu of proposals for a negotiated settlement, the prime contractor will obtain the accounting data and vouchers necessary to permit final determination and payment of the reimbursable costs under such subcontract and to make any necessary adjustment of the fixed fee thereunder.

(c) *Settlement of fixed price (lump sum) subcontracts, purchase orders and obligations.* (1) Numerous cost-plus-a-fixed-fee contracts now in effect contain a provision for termination for the convenience of the Government substantially in the form set forth in § 803.350. In terminating such contracts, effort will be made to obtain the full cooperation of the prime contractor in connection with the termination and settlement of his obligations and commitments. The contractor clearly remains liable upon his subcontracts and commitments. He is also plainly under obligation to obtain from his subcontractors, vendors and suppliers their statements of amounts due on account of the termination or cancellation of their subcontracts, purchase orders and other commitments and to lend all reasonable assistance in their settlement.

(2) Reimbursement will be made to a prime contractor (whose cost-plus-a-fixed-fee contract is in process of termination) of any amount paid by the prime contractor to a subcontractor or other obligee under a fixed price (lump sum) subcontract, purchase order or obligation pursuant to a termination settlement agreement with the subcontractor,

(i) if the prime contractor negotiates such settlement in good faith with the subcontractor or other obligee for the purpose of agreeing upon an amount which the subcontractor or other obligee will accept in satisfaction of his claim;

(ii) if the amount thus agreed upon is embodied in a settlement agreement between the prime contractor and subcontractor or other obligee releasing the prime contractor and Government from any further liability; and

(iii) if the settlement in question is approved by the contracting officer as being a reasonable and proper settlement and in the best interest of the Government.

The foregoing principles are applicable regardless of whether or not the subcontract, purchase order or other obligation includes a termination article and, if it includes a termination article, regardless of whether such article includes a settlement formula or provides expressly that upon termination, settlement of the subcontract, purchase order or other obligation may be made by negotiation.

(3) In determining the fair amount of the adjustment to be made in the fixed fee of a contractor, whose cost-plus-a-fixed-fee contract has been the subject of a notice of termination for the convenience of the Government pursuant to an article like that set out in § 803.350 (see especially subparagraph (3) (v)) or in § 815.905 (see especially subparagraph (2) (d) of such article), the extent of the work and cooperation of the contractor in effecting settlement of the prime contract and of subcontracts may be given consideration. Ordinarily, assignments to the Government of subcontract rights will not be made by the contractor unless the contracting officer is of the opinion that some pecuniary or administrative advantage to the Government will result from such assignment and specifically directs that it be made.

(4) In some cost-plus-a-fixed-fee contracts[1] there has been included a termination article (hitherto principally used by the Ordnance Department) providing expressly that it is the duty of the prime contractor to settle the amount due to subcontractors, vendors and suppliers on account of termination. Under contracts containing an article of this type, subcontract settlements will be made by the prime contractor in accordance with the procedure set forth in subparagraph (2) above. It is expected that shortly an approved uniform termination article for use in cost-plus-a-fixed-fee supply contracts will be prescribed which in general will be of the type described in this subparagraph.

(5) It is the general policy of the War Department to encourage, to the greatest extent possible, the settlement by the prime contractor of all obligations arising out of the termination of subcontracts, purchase orders or other commitments as the result of the termination of a cost-plus-a-fixed-fee contract, as such settlement tends to expedite payments to subcontractors.

(d) *Settlement of cost-plus-a-fixed-fee subcontracts, purchase orders and other obligations of the prime contractor.* Ordinarily, it will be feasible to settle cost-plus-a-fixed-fee subcontracts, purchase orders and other commitments of a prime contractor under a cost-plus-a-fixed-fee prime contract in accordance

[1] The nature of this article is such that it has not been regarded as appropriate for use in connection with cost-plus-a-fixed-fee construction contracts.

with the terms of the instrument containing such cost-plus-a-fixed-fee obligation. If this is done, audit and payment of the unreimbursed costs of such obligation will be made in a manner consistent with the applicable instructions set forth in the appropriate War Department Manual for Administrative Audits of cost-plus-a-fixed-fee contracts[1] However, in the interest of expeditious settlement of such claims, the prime contractor and the subcontractor may settle by negotiation in the manner set forth in paragraph (c) (2), all amounts due with respect to the subcontract, the amount of any adjustment of any fixed fee payable under the subcontract, and the costs and expenses incurred by the subcontractor in connection with the termination and settlement of such cost-plus-a-fixed-fee subcontract; and the amount of any such settlement, when approved by the contracting officer as made in good faith and with protection of the interests of the Government, shall be reimbursable to the prime contractor.

(e) *Authorization of direct payment of subcontractors in certain cases.* (1) The procedure set forth in this paragraph is authorized in connection with the termination of any prime contract containing (i) a termination article in substantially the form set forth in §§ 803.350, 815.903, or 815.905, under which it is provided the Government "shall assume and become liable for" certain obligations of the contractor, or (ii) a provision (which may be inserted by amendment) permitting the direct payment by the Government of obligations of the prime contractor related to the prime contract and the release of the Government, by virtue of such direct payment, of all liability with respect to such obligations so paid.

(2) By any supplemental agreement between the prime contractor under a contract of the type mentioned in subparagraph (1) and a subcontractor, entered into pursuant to paragraph (c) or (d), fixing the amount owed by the prime contractor to the subcontractor, the parties thereto may agree (i) that payment of such amount when approved by the contracting officer, will be made by the Government directly to the subcontractor and (ii) that, upon the making of such direct payment the Government will thereby be discharged of all liability to the prime contractor and to the subcontractor with respect to the obligation settled by such supplemental agreement. Direct payment to the subcontractor of the amount agreed upon in such supplemental agreement may be made by the Government upon the approval of the supplemental agreement by the contracting officer.

(3) Such direct payments under prime contracts of the type referred to in subparagraph (1) will frequently expedite termination settlement of such prime contracts and will facilitate the prosecution of the war. Accordingly, the chief of each technical service may authorize the amendment of any such prime contract pursuant to the First War Powers Act and Executive Order No. 9001, either before or after the giving of a notice of termination of such prime contract, to provide for such direct payment.

(4) In determining whether the procedure under this paragraph, permitting direct payments to subcontractors will be approved, the contracting officer should proceed only after adequate consideration of any possible legal problems in any case where the prime contractor or any intermediate subcontractor is believed to be in financial difficulties. This procedure should not be used in any case,

(i) Where the written consent of the prime contractor and any intermediate subcontractors has not been obtained, or

(ii) Where the amount of the payment may impair any right of set-off possessed by the Government or the ability of the Government to enforce any claim against the prime contractor.

In any case where the prime contractor, the subcontractor, or any intermediate subcontractor is in receivership, reorganization or bankruptcy, the advice of the Director, Readjustment Division, Headquarters, Army Service Forces, should be sought before utilizing this procedure.

(f) *Disposition of property.* (1) Government property in the hands of the prime contractor will normally be disposed of pursuant to the provisions of Part 807, especially Subpart B. Many cost-plus-a-fixed-fee contracts contain the provision set forth in § 803.363, relating to the disposition of Government-owned property placed in the care, custody or possession of the contractor in connection with the terminated contract. Under contracts containing this provision, sale of Government property pursuant to the terms of the provisions is expressly authorized by § 807.306. Attention is invited to the fact that this provision may be inserted by amendment in any cost-plus-a-fixed-fee contract heretofore or hereafter executed when it is determined by the chief of the technical service concerned that such an amendment will facilitate the prosecution of the war or is necessary to carry out the purposes in section I of the act of July 2, 1940 (Public Law 703, 76th Congress, 54 Stat., 712; see opinion of the Judge Advocate General dated May 14, 1943, SPJGC 1943/6630). In the absence of this provision, sale of cost-plus-a-fixed-fee termination inventories may be made by the contracting officer in accordance with the regulations relating to sales of termination inventories set forth in Part 807.

(2) Property in the hands of subcontractors, if title thereto has passed to the Government, may be disposed of consistently with the foregoing subparagraph (1). Property in the hands of subcontractors, title to which has *not* passed to the Government, but with respect to which a termination charge will be presented, may be disposed of with the approval of the contracting officer subject to the provisions relating to the sale of termination inventories set forth in Part 807.

(3) In the unlikely event that there should be any property acquired by the prime contractor in connection with the performance of a terminated cost-plus-a-fixed-fee contract, title to which has not passed to the Government, such property may be disposed of consistently with the provisions of this part governing the disposition of property in connection with lump sum contracts (see § 815.350 *et seq.*).

(4) Property which has finally and inseparably become a part of Government real estate will be disposed of in accordance with the provisions of law relating to disposition of such real estate and with any applicable provisions of the terminated contract or any related contract, as to options to purchase, disposition of property and similar matters.

(g) *Audit of costs incurred by the prime contractor.* Unlike the situation which exists with respect to a lump sum contract, machinery already exists, in the case of every cost-plus-a-fixed-fee contract, for the audit of the costs incurred by the prime contractor. Therefore, the unreimbursed costs, incurred both prior to the effective date of the termination notice and in connection with the termination, will be presented for reimbursement by the prime contractor under a terminated cost-plus-a-fixed-fee contract, in accordance with the terms of his contract, and will be audited by the appropriate auditing personnel at the direction of the contracting officer in accordance with such terms and in accordance with the applicable instructions set forth in the appropriate War Department manual for administrative audit of cost-plus-a-fixed-fee contracts (see paragraph (d), note 1). Similar audit will be made in the case of cost-plus-a-fixed-fee subcontracts and purchase orders. In reviewing settlements of lump sum subcontracts and purchase orders arrived at by the contractor, the contracting officer and accounting personnel will be guided, in so far as applicable, by the provisions of this part, and by the Termination Accounting Manual, relating to the review of settlements with subcontractors made by fixed price prime contractors.

(h) *Determination of costs.* In effecting settlement of terminated cost-plus-a-fixed-fee contracts, the provisions of the particular contract governing reimbursable costs will determine what costs are properly allowable. Some cost-plus-a-fixed-fee contracts embody Treasury Decision 5000 in their definition of costs. It should be recognized that the definition of costs contained in Treasury Decision 5000 is, in some material respects, different from the definition contained in this part (§815.480 *et seq.*).

(i) *Payments and adjustments of fixed fee.* (1) The amount of the prime contractor's fixed fee due and unpaid to the effective date of the termination notice will be computed, adjusted and paid in accordance with the terms of the terminated contracts.

(2) Where, in the event of termination, the fixed fee is to be revised on the

[1] (a) *Cost-plus-a-fixed-fee supply contracts*—See "Manual for Administrative Audit of Cost-Plus-A-Fixed-Fee Supply Contracts", 14 August 1942.

(b) *Cost-plus-a-fixed-fee construction contracts*—See "War Department Corps of Engineers—Manual for Administrative Audit of Cost-Plus-A-Fixed-Fee Construction Contracts" 29 August 1942.

settlement from each of his subcontrac- contractor or other obligee releasing the struction contracts.

basis of an estimate of the percentage of the completion of the contract, the contracting officer will ordinarily take into account the following factors:

(i) The ratio of the actual costs incurred to the amount estimated by the contracting officer as of the date of the notice of termination (in the light of actual experience in the performance of the contract) as the probable total cost of the contract if it had been completed.

(ii) The extent to which costs already incurred involve only the purchase of raw materials and standard parts and supplies.

(iii) The ratio of completed units delivered to the total units to be delivered by the contractor.

(iv) The character and quality of the work done and of that which remains to be done, including the extent to which engineering work, production scheduling, planning, technical study and supervision, and other services involving special skill and knowledge have been performed by the contractor.

(v) The extent to which the work of arranging and supervising a program of subcontracting of importance in the performance of the contract has been done.

(vi) The cooperation of the contractor in connection with the termination of the contract, including his efficiency in settling the claims of subcontractors and in disposing of surplus property.

(vii) Other relevant factors present in the particular case.

(3) In the event of a reduction or partial termination of a contract, the revision of the fixed fee should normally be based on consideration of the estimated decrease in the cost of performing the contract together with consideration of any of the factors enumerated above that may be pertinent in the circumstances.

(4) In arriving at the amount of the adjustment in the fixed fee the contracting officer should give consideration to the views of the contractor with respect to the factors on which the adjustment was based, and where possible, with proper protection of the Government's interests, should reach an agreement with the contractor as to the amount of the adjustment.

(5) If the contract provided for adjustment of the fixed fee, in the event of total or partial termination, upon the basis of some other criterion than percentage of completion, such adjustment will be made in accordance with the applicable provisions of the contract giving weight to the factors set forth in subparagraph (2) above so far as they may be relevant.

§ 815.652 *Authority to terminate cost-plus-a-fixed-fee contracts.* The chiefs of the technical services may prescribe rules and regulations, consistent with the provisions of this part, governing the authorization of the termination of cost-plus-a-fixed-fee contracts under their respective jurisdictions.

§ 815.653 *Form of notice of termination.* Whenever the complete termination of a cost-plus-a-fixed-fee supply contract has been authorized by proper authority, such termination will be effected by a notice substantially in the form set out in § 815.914 (a) or 815.914 (b), whichever is appropriate (see as to construction contracts § 815.661).

§ 815.654 *Payments of costs duly determined.* Pending the final determination of the total amount due the contractor on account of termination, the contracting officer is authorized to make partial payment on account thereof against approved reimbursement vouchers or vouchers for the payment of approved portions of the fixed fee. Full utilization will also be made of available advance payment balances for the same purposes, consistently with the principles outlined in §§ 815.508 to 815.511 (a), inclusive, so far as applicable.

(a) *Interim financing.* (1) Except as provided in subparagraph (2) below, the provisions of §§ 815.500 to 815.529, relating to interim financing, are generally applicable to cost-plus-a-fixed-fee contracts.

(2) Where advance payment funds have been established they should be utilized in lieu of partial payments. These funds are available for the payment of all termination costs, including the making of partial payments to subcontractors. In the case of a total termination such funds may be utilized on termination without further payment of interest (§§ 803.348a and 813.1321). In the case of partial terminations (whether effected under the termination article or the changes article of the contract), many advance payment agreements outstanding require the payment of interest. The procurement regulations have been amended so as to authorize the amendment of existing advance payment agreements, either before or after termination, to provide that in the case of partial or total terminations of prime contracts, the advance payment balance outstanding, to the extent that partial payments out of the revolving fund are made to subcontractors or suppliers against their termination claims, shall not bear interest from the time those partial payments are made until the contractor is reimbursed for termination settlements with such subcontractors. (See §§ 803.321 (m) and 803.349a.)

(3) Where advance payment funds have not been established, partial payments on account of amounts due to a cost-plus-a-fixed-fee contractor on a termination (including amounts necessary to put him in funds, or to reimburse him, for partial payments to subcontractors) may be made, provided the cost-plus-a-fixed-fee contract contains a provision authorizing such payments. Partial payments will assist materially in enabling contractors and particularly fixed-price subcontractors affected by termination to undertake other war work or other productive enterprise at an early date, in a manner consistent with the public interest. Accordingly, pursuant to the First War Powers Act, 1941, and Executive Order No. 9001, authority is delegated to the chiefs of the several technical services to amend cost-plus-a-fixed-fee contracts by including therein a provision for partial payments substantially in the form of the provision contained in paragraph (g) of the uniform termination article (§§ 803.324, 815.901). It is determined that the making of such amendments will facilitate the prosecution of the war. Each such amendment will recite that it is made pursuant to the First War Powers Act, 1941, and Executive Order No. 9001. Partial payments made pursuant to this authorization shall comply with the requirements of §§ 815.505 to 815.507 (d). Reimbursement of cost-plus-a-fixed-fee contractors for costs and expenses paid to subcontractors in partial or final settlement of their termination claims are not to be regarded as partial payments within the contemplation of § 815.505 to 815.507 (d), and such reimbursement may be made regardless of whether or not the contract contains a provision authorizing the making of partial payments.

§ 815.655 *Final settlement agreement.* Upon the determination of the total amount due the contractor as reimbursement for all costs incurred in accordance with the terms of the contract, and of the total amount due the contractor as payment of the fixed fee in accordance with the terms of the contract, and concurrently with the final payment of cost reimbursement and of the fixed fee, the contracting officer and the contractor will execute a final settlement agreement,[1] in the form of a supplemental agreement to the contract (see § 815.934). Such supplemental agreement will set forth the amount of such final payment of cost reimbursement and of the fixed fee, will state the terms of any adjustment of the fixed fee, will state that all Government property under the contract and theretofore undisposed of has been delivered to the Government, will list such property or will incorporate a list thereof by reference, will embody a general release by the contractor and the Government of all claims against each other, and will state in detail all the exceptions to said release (see, for list of such possible deductions, exceptions and reservations, § 815.537 (b)). The contracting officer will determine whether there will be any negotiated adjustment of the fixed fee which makes desirable coordination of the settlement agreement with statutory renegotiation.

§ 815.656 *Release provisions of terminated contract; anticipated litigation.* The release provisions of the particular terminated cost-plus-a-fixed-fee contract should be followed in framing the releases to be inserted in the settlement agreement. Where there is substantial risk of later litigation (for example, actions under the Wages and Hours Act, State taxes) affecting reimbursable costs under the terminated contract, such items may be expressly excepted from the releases if the contract provision with respect to releases (either as originally set forth in the contract or as inserted by amendment) authorizes such exceptions.

[1] No such final settlement agreement need be entered into where, as in the case of a cost-plus-a-fixed-fee construction contract, the problems incident to the termination are relatively simple and the terms of the termination article are self-operating.

§ 815.657 *Alternative procedures.* Subject to the provisions of §§ 815.106, 815.108, 815.220, and 815.207 to 815.209, inclusive, chiefs of the technical services may authorize the adoption of other procedures, consistent with this part, for the termination of particular cost-plus-a-fixed-fee contracts the provisions of which render compliance with any or all of the foregoing procedures inappropriate or inexpedient.

§ 815.658 *Review of settlement agreements.* (a) Except with respect to the adjustment of fixed fees, the review procedure set forth in § 815.220 is applicable to cost-plus-a-fixed-fee prime contracts and fixed-price and cost-plus-a-fixed-fee subcontracts thereunder, so far as settlement of such contracts is accomplished by a negotiated settlement. (See § 815.651 (c) and (d).) Review by the settlement review board is not required in the case of costs which are not settled by negotiation but are reimbursed after appropriate audit.

(b) All supplemental agreements adjusting fixed fees in connection with the complete termination of a cost-plus-a-fixed-fee prime contract or subcontract will be submitted to the review board for approval prior to execution. In the case of a partial termination such review will be required where the estimated cost of the work terminated exceeds $50,000. If such adjustment of fixed fee is made by the contracting officer pursuant to any formula contained in the contract (see § 815.651 (i)) and not by a negotiated agreement, the function of the review board will be to advise the contracting officer with respect to the reasonableness of the proposed adjustment.

§ 815.658a *Assignment to Government of premiums due under policies written under War Department Insurance Rating Plan upon termination or completion of cost-plus-a-fixed-fee contracts.* See § 804.484.

Cost-Plus-a-Fixed-Fee Construction Contracts

§ 815.659 *Introductory.* The discussion in §§ 815.659 to 815.667 relates exclusively to the termination of cost-plus-a-fixed-fee construction contracts. The term "cost-plus-a-fixed-fee construction contracts" as used in §§ 815.659–815.667, unless it is specifically indicated otherwise, shall be deemed to be applicable to cost-plus-a-fixed-fee construction, architect engineer, and architect-engineer-manager contracts. Except as hereinafter indicated in §§ 815.659 to 815.667, the provisions of §§ 815.650 to 816.658a inclusive of this Subpart D shall be considered as generally applicable to cost-plus-a-fixed-fee construction contracts.

§ 815.660 *Certain provisions not applicable to cost-plus-a-fixed-fee construction contracts.* The provisions of §§ 815.313 and 815.321 referred to in § 815.651 (a) will not be considered as applicable to cost-plus-a-fixed-fee construction contracts. The forms of notices hereinafter prescribed in §§ 815.659 to 815.667 adequately suggest the steps which should be taken by contracting officers in advance of serving the termination notice.

§ 815.661 *Notice of termination of entire contract.* In the event it is determined that the entire contract is to be terminated, notice thereof shall be given to the contractor in the form set out in § 815.915 (a). The termination for convenience articles (§ 803.350; see also Article VI, W.D. Contract Form No. 3, § 813.1303; Article III–L, W.D. Contract Form No. 4, § 813.1304; Article XVI, W.D. Contract Form No. 12, § 813.1312), provide that unless the notice of termination directs otherwise, the contractor shall, among other things, proceed to cancel all existing orders and terminate all subcontracts. In many instances, it may not be desirable for the contractor to cancel all unperformed purchase orders and terminate all unperformed subcontracts, the performance of which by vendors or subcontractors is necessary to the completion of the project, even though the prime contract is terminated. If such purchase orders and subcontracts are terminated, advantage thereof cannot be taken. Therefore, care should be exercised in listing of those purchase orders and subcontracts, as required under paragraph 3 of the form (§ 815.915 (a)), which the contracting officer thinks should be performed as well as all those which he thinks further investigation might reveal should be fully performed. Purchase orders and subcontracts which have been fully performed by vendors and subcontractors should not be listed.

§ 815.662 *Partial termination notice.* Where it is deemed desirable merely to terminate a portion of a contract for the convenience of the Government, the form set out in § 815.915 (b), shall be used. It will ordinarily be impracticable for the contracting officer to list all purchase orders and subcontracts which are pertinent only to that portion of the work which is not to be terminated. Therefore, paragraph 3 of the form to be used does not provide for listing of any purchase orders and subcontracts. Consequently, the portion of the contract which is not to be terminated should be described with particularity under paragraph 2 of the form. A notice of partial termination should not be issued under a termination for the convenience of the Government article in any case where it would be appropriate to issue a change order under the change article to eliminate work. Furthermore, the notice for partial termination should not be used where the project is nearing completion and only a minor amount of work remains uncompleted.

§ 815.663 *Termination for the fault of the contractor.* Where a cost-plus-a-fixed-fee construction contract is terminated for the default of the contractor, the form set out in § 815.915 (c) shall be used.

§ 815.664 *Stop orders.* Stop orders shall not be used to effect termination of cost-plus-a-fixed-fee construction contracts or in anticipation of such termination, since their use is incompatible with the notices of termination prescribed by these regulations and with the termination for the convenience of the Government article. Their proper use in connection with cost-plus-a-fixed-fee construction contracts is limited to effecting a temporary cessation of work during the course of the performance of the contract.

§ 815.665 *Assignment of subcontracts to the Government.* The form set out in § 815.915 (d), shall be used in all cases where it has been determined that an assignment to the Government of an instrument is to be made. It does not follow that all unperformed purchase orders, subcontracts, and other commitments should be assigned to the Government merely because they are unperformed at the time a contract is terminated. The contracting officer should require an assignment only in cases where there is a pecuniary or an administrative advantage to be obtained. In all cases of an assignment, the vendor or subcontractor should be notified thereof by letter.

§ 815.666 *Reimbursable and non-reimbursable expenditures.* All articles used in cost-plus-a-fixed-fee construction contracts, which provide for termination for the convenience of the Government, stipulate that the contractor shall not be entitled to reimbursement for expenditures made after the date of termination, except for expenditures to protect Government property and for accounting services in settling the contract as are required or approved by the Contracting Officer. Those articles also provide that, if the contract is terminated due to fault of the contractor, no additional payments on account of the fee will be made. In the case of those contracts which are terminated for the convenience of the Government, the final voucher shall show that the contractor has been paid only that portion of the prescribed fee which the physical work actually completed bears to the entire physical work under contract less fee payments previously made. In order that the record may be complete, a finding of fact with regard to the portion of the contract work actually completed by the contractor shall be made and filed in the records of the contracting officer.

§ 815.667 *Service of notice of termination.* In the event a contractor refuses to acknowledge receipt of a notice of termination, the service thereof upon the contractor by leaving a copy with the contractor or by mailing the same to the contractor by registered mail, return receipt requested, has the same legal effect. If the notice is delivered in person, a memorandum to that effect should be made and filed in the records of the contracting officer.

SUBPART E—TERMINATION OF PRELIMINARY CONTRACTUAL INSTRUMENTS

§ 815.700 *Notices of award.* As used in this paragraph the term "notices of award" refers to a binding contractual instrument based on an offer by the contractor and signed by a contracting officer. Although such a notice of award will ordinarily not contain an article providing for termination for the convenience of the Government, such a notice of award may be terminated and settled in the same manner as provided

in this part for a formal definitive con-

§ 815.802 *Matters to be covered.* The

(c) *Order of listing terminations.* (1)

tract is terminated. From a practical

units which have been or will be accepted under the contract. Thus this amount

tion but excluding that portion of the contractor's settlement represented by

in this part for a formal definitive contract, which contains no termination article (§ 815.311), making due allowance for the difference between such an instrument and a formal definitive contract.

§ 815.701 *Letters of intent and letter orders*—(a) *Letters of intent and letter orders which contain standard termination provisions.* Letters of intent and letter orders which contain or have been amended to contain the standard termination provisions for inclusion in such instruments (see § 815.107 (b)) will be terminated in accordance with such provisions.

(b) *Where instrument does not contain standard termination provisions.* Where a letter order or letter of intent does not contain such standard termination provisions, and it is desired to terminate such an instrument, the contracting officer will make every reasonable effort to include the appropriate standard termination provisions (other than those which provide an allowance of profit) by amendment of such instrument in accordance with § 815.107 (b). If such amendment is effected, termination will be effected in accordance therewith. If no such amendment can be effected, then such instrument will be terminated (1) in accordance with any provisions for termination for the convenience of the Government, or any applicable provisions for termination in the absence of agreement upon a definitive contract, contained in such instrument, or (2) if the contract contains no such termination provisions, in accordance with the provisions of § 815.311.

§ 815.702 *Procedure on termination of letter orders and letter of intent under standard termination provisions.* In general, the procedure in terminating letter orders and letters of intent containing standard termination provisions will be similar to that provided in this part for definitive contracts of the type contemplated by the particular letter order or letter of intent being terminated. Due allowance for the differences between such instrument and definitive contracts will be made and the procdeures set out in this regulation need be used only so far as reasonably applicable to such temporary instruments. The chief of each technical service may prescribe instructions, not inconsistent with this part regarding termination of such instruments.

SUBPART F—REPORTS

§ 815.800 *Monthly Contract Termination Status Report.* Each procurement office (except those reporting to the Commanding General of a Service Command) will prepare a Monthly Contract Termination Status Report.

§ 815.801 *Report form.* The report will be prepared on W. D., A. G. O. Form No. 505 (Monthly Contract Termination Status Report). This report is carried in stock at the Adjutant General Pentagon Depot, Washington 25, D. C., and will be ordered by reference to W. D., A. G. O. Form No. 505. The Control Approval Symbol is PDE–10.

§ 815.802 *Matters to be covered.* The report will cover all terminations of contracts for the convenience of the Government, regardless of the type or amount of the contract. It will cover all such terminations completed during the month and those still in process. If no such terminations have been completed and none are in process, a negative report will be made. When a final settlement has been made with a contractor and reflected in a monthly report, it will not be reflected in subsequent reports. Cost-plus-a-fixed-fee contract terminations will be reported separately. "Cost-plus-a-fixed-fee" will be typed immediately below the report title of such reports. Any portion of a supply contract pertaining to facilities to be acquired for Government account will be excluded from each column of the report. (If no definite segregation is made in the contract, this instruction may be waived as to Column 7).

§ 815.803 *Date for submitting reports.* The report will be submitted monthly and will be filed with the office of the chief of the service (the Assistant Chief of Staff MM&D for Army Air Forces) on or before the 10th day of the month following that for which the report is made, or on any earlier date specified by the chief of the service.

§ 815.804 *Number of copies.* The number of copies of the report to be filed will be prescribed by the chief of the service.

§ 815.805 *Report to Contract Termination Branch, Readjustment Division, Headquarters, Army Service Forces.* On or before the 15th day of the month following that for which the report is made, the chief of each technical service (the Assistant Chief of Staff MM&D for Army Air Forces) will file with the Chief, Contract Termination Branch, Readjustment Division, Headquarters, Army Service Forces, the original and one copy of each monthly contract termination status report filed with him.

§ 815.806 *Instructions with respect to the report form*—(a) *Successive partial terminations.* (1) In the event that successive partial terminations are effected in regard to one prime contract, each such termination will be treated as a separate transaction (see paragraph (d) (1)) unless it is intended to settle all partial terminations in one supplemental agreement.

(2) When a further termination is made against a contract which has already been partially terminated, and it is intended to settle all partial terminations in one supplemental agreement, the previous partial termination or terminations should be listed in the "Rescinded" section of the Monthly Status Report with an appropriate explanation. The total terminations "to date" against the contract would then be picked up as a single authorized case under the date of the latest current termination.

(b) *Dollar amounts and dollar symbols.* The sums shown in the amount columns will be to the nearest dollar. Fractions of a dollar will not be shown. Likewise no dollar symbols ($) will be used in the amount columns.

(c) *Order of listing terminations.* (1) Terminations completed during the month will be listed first in chronological order (based on the effective date of termination). Above these, centered, there will appear the heading "Terminations Completed". Columns 8, 10, 12, 14, 15, 17, 18, 19, 20 and 21 are to be added individually and the totals entered in the respective columns.

(2) Terminations rescinded or transferred will then be listed in chronological order (based on the effective date of termination). Above these, centered, there will appear the heading "Terminations Rescinded or Transferred". Columns 8, 10, 12, 14 and 15 are to be added individually and the totals entered in their respective columns. This grouping is to represent cases previously reported as "Terminations in Process" which will not require completion of settlement action because of the reinstatement of the contract, or because of the transfer of administration to another procurement office. A termination transferred will not be so reported until the office to which the transfer was made has acknowledged receipt, and has stated that the termination will be picked up on its next report. Offices to which transfers are made will acknowledge receipt, advise the transferring office, and pick up the transferred case as authorized during the month (see paragraph (f)).

(3) Terminations in process will then be listed in chronological order (based on the effective date of termination). Above these, centered, there will appear the heading "Terminations in Process". Columns 8, 10, 12, 14, and 15 are to be added individually and the totals entered in their respective columns.

(d) *Columnar information.* There are set forth in the succeeding subparagraphs instructions with respect to the information to be contained in the various columns of the report form. Subparagraph (1) contains instructions with respect to Column 1. Subparagraph (2) contains instructions with respect to Column 2 and so forth.

(1) Column 1—Insert contract or other identification number. In the event that a contract under termination has more than one partial termination, the contract number will be entered for each of the additional partial terminations.

(2) Column 2—Name of contractor—Because of limited space, the full name of the contractor need not be given. Sufficient information will be given to permit identification.

(3) Column 3—Item—Because of limited space, the full description of the items need not be given. Sufficient information will be given to permit identification of the item being manufactured under the contract.

(4) Column 4—Partial or complete—Indicate by the symbol "P" or "C" whether the termination is partial or complete. A partial termination is one in which only a part of the uncompleted portion of the contract is terminated and the balance is to be continued after the effective date of termination. A complete termination is one in which the entire uncompleted balance of a contract is terminated. From a practical standpoint, it may be said that a complete termination is one in which the contract price of items cancelled is equal to the entire remaining balance of the contract.

(5) Column 5—Date termination authorized—The date of termination authorization will be the date on which the authorization of termination was written in the office of the chief of the service. There may exist, however, certain cases wherein termination proceedings are initiated prior to approval from the office of the chief of the service. In such cases, the date on which the termination action was initiated by the contracting officer will be used as the date of termination authorization.

(6) Column 6—Effective date of termination—This is the date designated in the notice of termination as the effective date of termination. With particular reference to partial termination, this is the date the contractor is required to take action to stop work and cancel subcontracts with respect to the terminated portion of the contract. This is not to be construed as meaning the estimated date of completion of the continued portion of the contract unless no action is to be taken by the contractor until the continued portion of the contract is completed. In the event of successive partial terminations affecting the same contract, effective dates for each will be shown. In all instances where the effective date of termination is changed from that shown on the previous month's report, the revised date will be prefixed by "R". The reason for such changes will be explained in the space provided for status of settlement action.

(7) Column 7—Amount of contract—Enter the total amount of the contract and all supplements as of the date of termination authorization.

(8) Column 8—Total contract price of items cancelled—This column is to reflect the dollar value of the terminated portion of the contract. In some instances it may not be possible to determine accurately the exact contract price of items cancelled. In such cases the best possible estimate will be used until correct figures can be ascertained. In all instances where the total contract price of items cancelled is changed from that shown on the previous month's report, the revised amount will be prefixed by "R".

(9) Column 9—Contractor's proposal—Date of filing—Enter the date on which the contractor's proposal was received. In the event of partial proposals or revisions of proposals previously submitted due to post termination expenses, etc., carry the original date until the case has been completed. Dates of revised claims will be shown below the original date prefixed by "R".

(10) Column 10—Contractor's proposal—Amount exclusive of subcontractors—This column is to reflect the dollar amount representing the contractor's proposal for settlement of the terminated contract. The amount will be exclusive of (i) charges submitted by subcontractors to the prime contractor and (ii) the contract price of all completed units which have been or will be accepted under the contract. Thus this amount will represent the prime contractor's statement of charges with respect to the uncompleted portion of the contract (prior to negotiation), and therefore the difference between this amount and the amount entered in Column 17 will represent the net change resulting from negotiations. In the event of contractor's revision of preliminary or partial proposals, exclusive of reductions arising from negotiation, the amount of the most recent revision will be shown opposite the most recent revision date (see Column 9). Previous claim figures will be omitted, but the dates of such previous claims will continue to be shown. Explanation of the revision will be made in space provided for explanations of status.

(11) Column 11—Subcontractors' claims—Number of claims submitted—Enter number of first tier subcontractors' claims submitted by the prime contractor to the office administering the termination. This includes claims of suppliers and vendors of standard articles.

(12) Column 12—Subcontractors' claims—Total amount—Enter the total dollar value of all first tier subcontractors' claims submitted by the prime contractor to the office administering the termination. This column is intended to represent the amounts approved by the prime contractor, and is not necessarily the same as the amount approved by the contracting officer in final settlement as shown in Column 18.

(13) Column 13—Subcontractors' claims—Number of claims approved—Enter the number of first tier subcontractors' claims which have been approved by the contracting officer as of the date of preparation of the report.

(14) Column 14—Partial payments—For benefit of prime contractor—Enter the total amount of partial payments made to the prime contractor covering amounts intended solely for the use and benefit of the prime contractor. Advance payments or payments made as reimbursement for costs under a CPFF contract will not be included. Advance payments are to be noted in the space provided for explanations of status of incomplete cases.

(15) Column 15—Partial payments—For benefit of subcontractors—Enter the total amount of partial payments made for the use and benefit of subcontractors whether such amounts are paid to the prime contractor for the account of the subcontractors or are paid direct to subcontractors.

(16) Column 16—Details of final settlement—Date—Enter the date on which the supplemental agreement incorporating the final settlement is received by the contracting officer, signed by both the contractor and the contracting officer. For those services requiring approval by the office of the chief, the transaction must be considered as pending until this approval is received.

(17) Column 17—Details of final settlement—Gross amount excluding subcontractors—This represents the gross amount of the settlement agreement including expenses subsequent to termination but excluding that portion of the contractor's settlement represented by payments to subcontractors. Differences between Columns 10 and 17 represent negotiated reductions between the contractor's claim and the final settlement.

(18) Column 18—Details of final settlement—Amount subcontractors—Enter the amount of payments made to subcontractors by the prime contractor and thus included in his final settlement. Differences between Columns 12 and 18 represent any negotiated reductions made by the contracting officer in subcontractors' settlements previously approved by the prime contractor and submitted to the contracting officer for approval.

(19) Column 19—Details of final settlement—Disposal credits—The amount credited to the Government by the prime contractor for receipts from sales or retention of property included in his gross settlement proposal. Sales to the Government under Purchase Orders will be included in this column and will not be confused with the amount allowed for property taken over by the Government as reported in Column 21.

(20) Column 20—Details of final settlement—Net amount of settlement—The net payment to the contractor in settlement of the proposal. This is Column 17 plus 18 minus 19.

(21) Column 21—Details of final settlement—Amount allowed for property taken over by the Government—The amount which is allowed to the contractor for property taken over by the Government will be shown in this column. This is the amount included in the net settlement, shown in Column 20, required to reimburse the contractor for the cost of his inventory taken over by the Government. When an exact allowance cannot be assigned to this property, as in some settlements on a total cost basis, the best possible estimate will be given.

(e) *Special instructions with respect to Columns 16, 17, 18, 19, 20 and 21.* These columns will be filled in only for terminations which have been completely settled during the month. In the case of "Terminations in Process", the space occupied by these columns will be used to explain briefly the status of settlement action. Such explanations will include such information as "Awaiting Contractor's Claim", "Property Disposal", "Contractor's Settlement Proposal Being Audited", "In Process of Negotiation" ("In Process of Negotiation" is considered to apply only to such cases in which audit and property disposition is completed), "Awaiting Final Agreement" and so on. In terminations involving subcontractors, it is desirable to show the total number of first tier subcontractors from whom claims are expected, so as to provide a comparison between probable subcontractors' claims and subcontractors' claims submitted as shown in Column 11.

(f) *Reconciliation—Number of terminations.* A reconciliation of the number of terminations received, completed and on hand is to be shown on the last sheet of each report and in the following form:

Terminations pending per last report.
Terminations authorized during month.
Total terminations to be accounted for.

Terminations settled during month.
Terminations rescinded or transferred during month.
Terminations pending end of month.
Terminations pending 0–6 months.
Terminations over 6 months.

Cases reported as rescinded or transferred must be completely explained so that the proper correction may be made in the consolidated War Department reports. Any further aging of cases pending less than 6 months will be as determined by the chief of the service.

(g) *Optional reporting of terminations involving less than $10,000 in contract price of items cancelled.* If so directed by the chief of the service concerned, terminations involving less than $10,000 in contract price of items cancelled may be reported in total only. The method of such reporting will be as follows:

(1) Terminations completed — Enter totals of Columns 7, 8, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, and 21 for such terminations involving settlement of contractors' claims completed during the month, as the first line of "Terminations Completed" (see paragraph (c) (1)). Enter the number of such cases completed in Column 1 and "Cases Under $10,000" in Column 2. Enter totals of Columns 7 and 8 for such terminations involving no contractors' claims completed during the month as the second line of "Terminations Completed." Enter the number of such cases completed in Column 1 and "Cases Under $10,000" in Column 2.

(2) Terminations rescinded or transferred—Enter totals of Columns 7, 8, 10, 12, 14, and 15 of any such cases rescinded or transferred, as reported on the preceding month's report for "Terminations in Process", as the first line of "Terminations Rescinded or Transferred". Enter the number of such cases in Column 1 and "Cases Under $10,000" in Column 2.

(3) Terminations in process—Enter totals of Columns 7, 8, 10, 12, 14, and 15 for such terminations still in process as the first line of "Terminations in Process". Enter the number of such cases in Column 1 and "Cases Under $10,000" in Column 2.

(4) All such cases must be accounted for in the reconciliation provided in paragraph (f).

SUBPART F–1—REMOVAL OF PROPERTY FROM CONTRACTORS' PLANTS UPON TERMINATION AT THE OPTION OR FOR THE CONVENIENCE OF THE GOVERNMENT

§ 815.850 *Introductory.* This section incorporates government policies which have been made effective with respect to the prompt removal and disposition of property from the plants of contractors upon termination of their contracts. It also contains instructions with respect to procedures to be followed in carrying out these policies pending final development of regulations with the Surplus War Property Administrator. The instructions apply generally in the case of all terminated fixed-price prime supply contracts and are designed primarily to implement the prescribed policy for prompt clearance of a contractor's plant prior to final settlement.

In addition, certain instructions have been included with reference to the application of the policy and procedures to the removal of property from the plants of fixed-price subcontractors under terminated fixed-price or cost-plus-a-fixed-fee prime supply contracts § 815.864) and with reference to the removal of property from plants of cost-plus-a-fixed-fee prime or subcontractors (§ 815.867).

Special instructions have also been prescribed with reference (a) to the removal or storage of property which is to be taken over at the time of the execution of the final settlement agreement and (b) to the certification of final payment vouchers insofar as property which has been removed or stored is concerned (§§ 815.865 to 815.866).

The provisions of this section are not applicable to government-owned facilities (§ 815.868).

This section does not cover the handling in the final settlement agreement of property which for any reason cannot be removed or stored with the contractor at the time of the execution of that agreement.

General Policies and Procedures With Respect to Fixed-Price Prime Contracts

§ 815.851 *Government policy on prompt plant clearance.* The report of Messrs. Baruch and Hancock on war and post-war adjustment policies released by the Office of War Mobilization on 15 February 1944, recommends the prompt clearance of property from contractors' plants not later than sixty days after the filing of inventory lists. The report also incorporates a statement of the policy of the Joint Contract Termination Board as to removal and disposition of property from the plants of contractors in connection with termination of their contracts, in which it is provided that:

(a) As soon as possible after receipt of notice of termination of any contract, the contractor should submit partial or complete inventory lists of property furnished by the government or to which the government is entitled and which is no longer required for the performance of the contract;

(b) The contractor may, unless the contract otherwise provides, at any time after receipt of notice of termination, remove such property and store it at his own risk, and the government with his consent may remove and dispose of any such property prior to final settlement;

(c) The portion of this property not disposed of within sixty days after delivery by the contractor of such an inventory list, will, upon demand of the contractor and unless the contract otherwise provides, be removed from his premises by the procuring agency unless it may have previously determined that such property is not chargeable to the government or does not belong to the government; and

(d) Any such property not so removed upon demand may be stored by the contractor at the expense and risk of the procuring agency either on his premises or, if he determines that space is not available for that purpose, then elsewhere, provided in either case the contractor takes reasonable precautions for the protection of the property and notifies the procuring agency of the action taken.

These policies have been made effective, and, pending development of regulations with the Surplus War Property Administrator, the instructions set forth in this Subpart F–1 will be observed by the technical services in handling the removal and disposition of property involved in the terminated portions of War Department fixed-price supply contracts, whether the property is owned by the contractor and claimed by him to be allocable to the terminated contract, or has been furnished to him by the government. Where it is determined prior to final settlement that the government has removed or disposed of property which is not allocable to the terminated portion of the contract, then the government in arriving at the amount of the final settlement will take into account either the disposal value of the property at the time of removal or the proceeds realized from the disposal of the property, or will return the property to the contractor at government expense, all at the election of the government; and after final settlement the contractor will have no claim against the government by reason of any such removal or disposition.

§ 815.852 *Prompt disposition of property.* In order to make the property available for other production use at the earliest possible moment after termination, contractors and contracting officers upon termination and without waiting for the expiration of the sixty-day period (see § 815.851 (c)) will make every effort to dispose of the property with reasonable dispatch and as advantageously as is reasonably possible. This policy with respect to prompt disposition of property upon termination to or through contractors, as set forth in §§ 815.350 to 815.399 of this part, will continue in full force and effect and is to be vigorously pursued. The prompt disposition of certain items of property may be important either to the contractor or the government. To expedite disposition in such cases, contractors should be encouraged to submit promptly after receipt of termination notice inventory lists (see § 815.856) of that portion of the inventory to be disposed of and without waiting to obtain more complete information than that necessary to meet the minimum requirements for property disposition.

§ 815.853 *Removal of property upon demand of the contractor.* Property not disposed of as provided in the preceding paragraph within sixty days after it is first reported on an inventory list, will, upon demand of the contractor accompanied by tender of title (see § 815.863) and inventory lists (see § 815.856) and unless the contract otherwise provides, be promptly removed or a storage agreement entered into with him. Wherever this is not accomplished, the chief of the technical service concerned will promptly notify the Director, Readjustment Division, Headquarters, Army Service Forces, of the circumstances.

§ 815.854 *Arrangements for storage of property.* Property taken over from contractors and not otherwise disposed of may be stored (a) with the contractors concerned under a storage agreement entered into by the technical service terminating the contract; (b) in government-owned or leased installations available, or which are made available, to the technical services for storage purposes; (c) in commercial warehouses or other storage space under contracts to be negotiated by the technical service terminating the contract; or (d) in the premises leased for storage purposes under current regulations. It is recognized that available warehouse space is wholly insufficient to store the large volume of property which may be involved in contract termination, and that appropriate contractual arrangements in most cases will have to be made for the storage of such property by the contractors whose contracts are terminated. The technical services are authorized to enter into contracts for the storage of property with such contractors, and where this cannot be accomplished and suitable government-owned or leased installations are not available, they are authorized to enter into contracts for commercial warehouse services. Any contract involving the acquisition of an interest in real estate will be executed by the Division Engineer in accordance with existing regulations. At Regional Quartermaster and Army Service Forces Depots there are commercial warehouse officers who are familiar with available storage space, prevailing storage rates in various areas and commercial warehousing practices. These officers will be available for advice on all storage matters and the technical services will consult with them before entering into service contracts with commercial warehouses solely for the purpose of storage: *Provided*, That such action will not unduly delay clearance of the contractor's plant. The Storage Branch, Storage & Distribution Division, Office of the Quartermaster General, Washington, D. C., will furnish the name and address of any or all of the commercial warehouse officers upon request. Both the contracts executed with contractors and those for warehouse services will be financed from funds available to the technical services concerned. To the extent, if any, that the provisions hereof are in conflict with ASF Circulars No. 65 (Section VIII) and No. 71 (Section III), 1944, the provisions hereof shall govern. Open storage will be utilized wherever consistent with the proper care and preservation of the property. Transportation and drayage costs will be kept to a minimum.

§ 815.855 *Scrap determination prior to removal.* To preclude unwarranted record keeping and physical handling of property, it is imperative that a determination be made prior to the removal of the property from the contractor's plant as to whether it is scrap, and if so, the property should be classified as scrap and handled accordingly.

§ 815.856 *Inventory lists to be submitted by contractors.* (a) In addition to the inventory lists submitted in the first instance after receipt of notice of termination (see § 815.851 (a)), the contractor will be required to submit with his demand for removal inventory lists of the property requested to be removed. Each of these inventory lists, including those referred to in § 815.851 (a), will be prepared on Inventory Schedules Numbers C–1, C–2 and C–3 (Forms, W.D., A.G.O. 247, 248 and 249) and will be certified as prescribed thereon adding to the certificate, in the case of lists submitted with the demand for removal, a statement that the property listed is on hand on the date thereof. In order to avoid unnecessary duplication of work, contractors should be encouraged to prepare these forms in as many copies as is anticipated will be needed by both the government and themselves in the termination proceedings.

(b) The contracting officer will require the contractor to submit with his demand for removal as many copies of the inventory lists as is anticipated will be needed to meet reasonable government requirements. As a minimum, five copies of the lists will normally be required for property disposition and property accounting purposes. The contracting officer will retain one copy for filing in the War Department's permanent file relating to the contract termination settlement and will furnish the other four copies to the designated accountable property officer for use as follows: One copy for use by government personnel in checking the accuracy of the lists and for filing in the accountable property officer's jacket file (see § 815.858 (a)); where required, one copy to be receipted in accordance with the provisions of § 815.860 (b) and returned to the contractor for retention by him; and two copies for forwarding to the appropriate government agencies charged with disposal of property.

(c) Where several contracts with the same contractor are grouped for termination settlement purposes, the inventory lists need not segregate contractor-owned property for contracts, but only by locations.

§ 815.857 *Accountable property officers.* (a) Subject to such procedures as the chiefs of the technical services may prescribe for purposes of uniformity, commanding officers of procurement districts or similar agencies terminating contracts will designate accountable property officers to be charged with the assumption and maintenance of accountability as herein prescribed for the property under such terminated contracts, provided that in any event:

(1) Accountable property officers so designated must be stationed at the same location where other records with respect to the termination settlement are maintained, and

(2) If such a designation results in the activation of a new property account, a copy of the pertinent order will be sent to the Fiscal Director of the service command in which the new account is located.

(b) Neither accountable property officers nor contracting officers have responsibility, within the meaning of Army Regulations, for property in the possession of contractors or commercial warehousemen.

§ 815.858 *Property accounting records.* (a) Except for government property furnished to the contractor under a War Department contract and for which accountability has previously been established, accountability for all property taken over from the contractor or stored with him pursuant to an agreement will be established in the first instance by the accountable property officer designated in accordance with the provisions of § 815.857 (a). Accountable property officers involved are authorized to establish and maintain "jacket file accountability". Under this system a file will be established for each terminated contract, or group of contracts where they are so treated (see § 815.856 (c)), and in it will be included all documents pertaining to the assumption of and relief from accountability. Such files will be controlled by the contract number(s) to which they relate. Accountable documents pertaining to terminated contracts will be assigned property voucher numbers and recorded in a voucher register as prescribed in AR 35–6700. In those cases where an accountable property officer who is presently maintaining a property account is also charged with the duty of establishing and maintaining accountability for property under terminated contracts, accountable documents relating to the terminated contracts will be included in the established series of property voucher numbers for the account and will in each case bear reference to the terminated contract number(s) prefixed by the letter "T" or other appropriate symbol to clearly establish that the document pertains to termination transactions. This information will also be shown in the voucher register.

(b) In lieu of establishing individual stock record cards for each item of the inventory lists, accountable property officers are authorized to use their copy of the lists as work sheets for the purpose of reflecting the ultimate disposition of property. Under this procedure as an item is disposed of, the quantity involved together with the assigned credit voucher number of the document covering the disposition will be entered opposite the particular item on the list. Where numerous transactions with respect to a given item are involved, auxiliary records (stock record cards or other suitable forms) will be established or disposition will be recorded on the lists in a manner which will provide an accurate and complete record of disposition of the original balance of the item involved.

(c) At War Department storage installations receiving property from contractors' plants, usual War Department regulations with respect to property accountability will be observed and stock record cards will be maintained. In this connection attention is invited to the simplified inventory adjustment procedure prescribed in Circular 94, War Department, 1944.

Special Instructions With Respect to Fixed-Price Prime Contracts

§ 815.859 *Introductory.* Detailed procedures are hereinafter set forth in §§ 815.859 to 815.863 with respect to (a) property which will be removed from the contractor's premises by the technical service, (b) property which will be stored with the contractor pursuant to a storage agreement made with him by the technical service, and (c) property which is neither removed nor stored pursuant to such an agreement but is held by the contractor at the expense and risk of the government and for the protection of which the contractor is required to take reasonable precautions and to notify the contracting officer concerned of the action taken.

§ 815.860 *Procedures with respect to property removed from the contractor's premises*—(a) *Check of quantities.* Contracting officers are instructed to waive 100% verification of the quantities of property at the time of removal from the contractor's plant by the government in all cases except those in which the contracting officer has reason to believe that complete verification is necessary. Taking into consideration the size of the inventory, nature of the property involved and past experience with the contractor, the contracting officer will prescribe the extent of selective checks of quantities to be made by government personnel. The quantities and weights stated in the inventory lists will ordinarily be accepted for all purposes if they are determined by such checks to be within reasonable plus or minus tolerances in accordance with good commercial practice. Government personnel making the selective check will be required to make suitable notation on the copy of the lists to be returned to the accountable property officer as to items selected for count and the results of their counts. If the position of an item on the production line at the time of the suspension of production is an important factor in a determination of allocability or extent of completion, an agreement should be reached as to these facts, where possible, prior to the removal of the item and while it is in place on the production line.

(b) *Acknowledgment of receipt.* Based on the procedures set forth in paragraph (a), technical service personnel charged with the supervision of removal of the property from the contractor's premises will furnish the contractor with appropriate acknowledgment of the physical receipt of property as removed. This receipt if executed prior to final settlement agreement, unless otherwise specifically directed by the contracting officer, will be without prejudice to any determination of allocability of contractor-owned property to the terminated portion of the contract and will expressly so provide. The receipt will otherwise be unconditional. Where feasible such receipt will be accomplished on copies of the lists to be retained by the contractor. When the property is removed from the contractor's premises in lots, copies of the covering shipping documents may be used for this purpose or reference may be made in the receipt to item identification numbers on the inventory lists. A suggested form of receipt for contractor-owned property is set forth in § 815.950.

(c) *Accountability.* Accountability for property removed from the contractor's plant, unless previously established, will vest in the accountable property officer designated pursuant to the provisions of § 815.857 (a) when he is advised that acknowledgment of receipt of the property by the government (see paragraph (b)) has been furnished to the contractor. The accountable property officer will be relieved from accountability in such cases by means of the covering Vendor's Shipping Document, War Department Shipping Document or Shipping Ticket, whichever is in current use at the installation concerned; and where the shipment is made in connection with a sale by the War Department, the provisions of Section II, AR 35–6660 with respect to sales of property will be observed. Inasmuch as copies of the acknowledgment of receipt and of the covering shipping document normally should be received by the designated accountable property officer at the same time, the assumption of and relief from accountability under the "jacket file" procedure in most cases will occur simultaneously.

(d) *Shipping documents.* The prescribed certificates on the Vendor's Shipping Document, normally required to be executed for purposes of payment of a vendor, will be deleted when this form is used for purposes herein prescribed inasmuch as payment to the contractor will be supported by the termination settlement agreement and not by the Vendor's Shipping Document. In all cases, distribution of copies of the shipping document forms (regardless of type) will be the same as is prescribed for the War Department Shipping Document. It is pointed out that this distribution does not require the forwarding of copies to Finance Officers for property audit or any other purpose. Where practicable, in lieu of duplicating the listng of property on the shpping document, a copy of the inventory list or applicable portions thereof will be appended.

(e) *Discrepancies incident to shipments.* Wherever discrepancies or damages are disclosed by a War Department consignee upon receipt of property removed and shipped from a contractor's plant, the following action will be taken:

(1) Where it is obvious that the delivering common carrier or other delivering transportation agency is not liable for the shortage or damage, or where there is an overage, the discrepancies will be listed for record purposes on W. D., Q. M. C. Form No. 445 (Over, Short and Damaged Report) prepared in duplicate. One copy will be attached to the receiving voucher in support thereof and the other copy appropriately marked "Information Copy" will be forwarded to the contracting officer under the terminated contract for his advice. In the event of recurring or abnormal shortages the contracting officer will (i) direct that government personnel intensify their check of quantities as removed from the contractor's plant (see paragraph (a), (ii) consider the advisability of requesting an investigation of the conduct of the contractor, or (iii) initiate such other action as he may deem advisable.

(2) Where it appears that the common carrier or other transportation agency may be liable for shortages or damage disclosed upon receipt of a shipment, the report of survey procedure prescribed in paragraph 4, AR 35–6640, paragraph 28e, AR 55–150 and Circulars No. 147 (Section IV) and No. 295 (Section V), War Department, 1943, notwithstanding the provisions of the first two lines of paragraph 1 of Circular No. 295, will be observed.

§ 815.861 *Procedures with respect to property stored with the contractor pursuant to storage agreement*—(a) *Form of storage agreement.* Agreements with contractors for the storage of property will be executed substantially in the form set forth in § 815.951.

(b) *Check of quantities.* Prior to execution of the storage agreement by the government, the contracting officer for the terminated contract will make appropriate arrangements with the contractor for a joint check of quantities by representatives of both the contractor and the government. The extent and character of the checks to be required of both the contractor and government representatives will be prescribed by the contracting officer who in this connection will observe the instructions contained in § 815.860 (a).

(c) *Acknowledgement of receipt.* Acknowledgement of receipt of the property by the government is covered in the form of storage agreement and no further or other action in this respect is necessary.

(d) *Accountability.* Unless previously established, accountability for property placed in storage with contractors will vest in the accountable property officer designated pursuant to the provisions of § 815.857 (a) upon receipt by him from the contracting officer of a conformed copy of the storage agreement. It will be noted that under the form of storage agreement set forth in § 815.951 the contractor is responsible for the care and safekeeping of the property.

(e) *Relief from accountability in connection with shipments.* Relief of the designated accountable property officer from accountability for property removed and shipped from storage by a contractor will be accomplished by use of the Vendor's Shipping Document, War Department Shipping Document or Shipping Ticket, whichever is in current use at the installation concerned. In this connection, the provisions of § 815.860 (d) hereof with respect to deletion of inapplicable certificates on the Vendor's Shipping Document and distribution of completed documents, will be observed. The shipping document will be prepared by the accountable property officer upon receipt of instructions from appropriate authority to move the property and all copies must bear the notation "Shipped from Contractor Storage". Copies of the document will be used as an order directing the contractor to release the property for shipment. The contractor will be instructed to return one copy of the document bearing his certification that quantities listed have been shipped as directed. This copy will serve as an acceptable credit voucher to the accountable property officer's account for the property shipped; and where the shipment is made in connection with a sale by the War Department, the provisions of Section II, AR 35–6660 with respect to sales of property will be observed.

(f) *Relief from accountability and related action with respect to losses in storage.* Instances of losses of or damage to property which may occur while in storage will be reported to the contracting officer under the storage agreement for appropriate action with respect to the liability, if any, of the contractor under the terms of the storage agreement. The contracting officer will advise the accountable property officer in writing of the amount of the loss involved, his findings with respect to the contractor's liability, if any, the amount of liability assumed by the contractor, and a statement as to action initiated to collect amounts which may be due the government. In all cases an extra copy of the written advice will be prepared and held by the contracting officer for service command property auditors. The written advice received from the contracting officer will in all cases and regardless of the nature of the findings, serve as an acceptable credit voucher to the accountable property officer's account for the property involved.

(g) *Discrepancies incident to shipments.* Whenever shortages or damage are disclosed by a War Department consignee upon receipt of property which has been removed and shipped from storage by a contractor, the following action will be taken:

(1) Report of Survey procedure prescribed in paragraph 4, AR 35–6640, paragraph 28e, AR 55–150 and Circulars No. 147 (Section IV) and No. 295 (Section V), War Department, 1943, notwithstanding the provisions of the first two lines of paragraph 1 of Circular No. 295, will be observed; and

(2) Where it has been determined in the survey proceeding that the shortages or damage are not the delivering carrier's responsibility, W. D., Q. M. C. Form No. 445 (Over, Short and Damaged Report) will be prepared and forwarded to the contracting officer under the storage agreement requesting his statement of findings with respect to the liability, if any, of the storage contractor under the terms of the storage agreement for the shortages or damage and any action taken to effect settlement of amounts which may be due from the contractor. This statement will be attached as an exhibit to the Report of Survey.

§ 815.862 *Procedures with respect to property neither removed from the contractor's premises nor stored with him pursuant to agreement.* (a) Where property owned by the contractor and claimed by him to be allocable to the terminated contract is neither removed from his premises upon demand nor stored with him pursuant to agreement, accountability will not be established until such time as the property is removed, a storage agreement is executed or the government by other means accepts the property.

(b) Considering the nature and utility value of the property, the technical services will take appropriate steps to determine that the contractor is taking reasonable precautions for the protection of all of the property in which the government has an interest.

§ 815.863 *Transfer of title to the government.* While it is considered that the formal demand of the contractor for removal of property owned by him and claimed to be allocable to the contract is in effect a tender of title, the demand must specifically include or be accompanied by a statement that title is tendered to the government free and clear of all liens and encumbrances. Unless otherwise expressly agreed between the contracting officer and contractor, the following instructions will be observed in connection with the transfer of title to such property to the government:

(a) In the case of property removed from the contractor's premises by the technical service (see § 815.860), title will be transferred to the government at the time of removal and receipt for such property. The provisions of the suggested form of receipt set forth in § 815.950, together with the tender of title accompanying the contractor's demand for removal, are considered adequate for this purpose in the normal case.

(b) In the case of property stored with the contractor pursuant to a storage agreement made with him by the technical service (see § 815.861), provision is made in the form of storage agreement set forth in § 815.951 for transfer of title to the government.

(c) The contracting officer may rely upon the statement of the contractor in the demand or in the storage agreement that the title to such property is free and clear of all liens and encumbrances.

(d) In the case of property which is neither removed from the contractor's plant nor stored with him pursuant to agreement (see § 815.862), title will not be transferred to the Government unless and until the property is removed, a storage agreement is executed, or the government by other means agrees to accept title.

Policies and Procedures With Respect to Fixed-Price Subcontracts

§ 815.864 *Property in the hands of fixed-price subcontractors.* (a) The foregoing policies and procedures with respect to fixed-price prime supply contracts are applicable to property in the hands of fixed-price subcontractors of any level under War Department fixed-price or cost-plus-a-fixed-fee prime supply contracts (when the property is not to be retained or disposed of by the prime contractor or a subcontractor) to the extent that whenever a subcontractor's required inventory lists (accompanied by a certificate of the prime contractor as hereinafter provided or other satisfactory evidence of allocability) are submitted to the contracting officer of the applicable prime contract, together with the subcontractor's demand for removal, every effort will be made by the technical service promptly to remove the property from the subcontractor's plant or to enter into a storage agreement with him, substantially in the form set forth in § 815.951, observing the instruction therein with respect to modification. Such certificate of the prime contractor involved shall be to the effect that the termination of the prime contract and that the property involved is believed to be properly allocable to the prime contract, i. e., includible in the settlement of the prime contractor's claim. The lists must be forwarded to the prime contractor by the interested subcontractor through intermediate subcontractors, if any, unless the contracting officer otherwise directs.

(b) In no case will the property be removed or a storage agreement entered into without such physical check of the accuracy of the lists by representatives of the government as the contracting officer under the terminated prime contract deems necessary in accordance with policies expressed in § 815.860 (a) hereof. In determining what physical check of the accuracy of a subcontractor's lists shall be made by representatives of the government, the contracting officer shall give due consideration to the checks made by the superior subcontractor or by the prime contractor.

(c) The privilege of contractors under § 815.851 (d) to store property not removed on demand at the expense and risk of the procuring agency has not been extended to subcontractors. Thus the government does not assume risk of loss or expense of storage of subcontractor's property unless and until it is removed by the government or a storage agreement entered into, and in the latter case only to the extent, if any, provided in such agreement.

Final Settlement Matters

§ 815.865 *Storage or removal of property in connection with final settlement.* (a) To the extent applicable, the foregoing procedures with respect to removal or storage of property and the accounting therefor may also be employed in connection with any property which the fixed-price prime contractor still has on hand at the time of the execution of the final settlement agreement and which is to be taken over by the government at that time. The procedures may also be employed in connection with property which a fixed-price subcontractor still has on hand at the time of a final settlement with him which is approved by the contracting officer; and the form of storage agreement, with appropriate modifications (including deletion of the provisions by which the government reserves the right to contest allocability to the contract) may be executed directly with the subcontractor, without liability of the prime contractor with respect to the subcontractor's performance of his obligations under the storage agreement.

(b) This subpart does not cover the handling in the final settlement agreement of property which for any reason cannot be removed or stored at the time of the execution of that agreement.

§ 815.866 *Certification of vouchers in connection with payments under final settlement agreement.* Officers charged

with the certification for payment of Public Vouchers, Standard Form No. 1034, covering a contractor's termination settlement are authorized to rely upon the statement of property shown on the inventory lists or other documents in the quantities for which acknowledgment of receipt has been furnished to the contractor (see § 815.860 (b)), or, in the case of property stored with a contractor pursuant to an agreement, in the quantities stated on the lists of property annexed to the storage agreement (see §815.861).

Policies and Procedures With Respect to Cost-Plus-A-Fixed-Fee Supply Contracts

§ 815.867 *Removal of property under terminated cost-plus-a-fixed-fee supply contracts.* In the case of cost-plus-a-fixed-fee supply contracts, title to the property acquired in connection with performance of the contract is already vested in the government; accountability has been established; and procedures for taking joint inventories upon termination by both the contractor and the government and for relief from accountability have been prescribed in the War Department Industrial Property Accounting Manual, 16 February 1943, as amended. In order to carry out the underlying policy of prompt clearance of property from contractors' plant upon termination of their contracts, the policies and procedures set forth in this subpart are applicable to property involved in terminated War Department cost-plus-a-fixed-fee supply contracts to the following extent:

(a) Government-owned property not otherwise disposed of within sixty days after it is first reported by the contractor on a certified inventory list as prescribed in § 815.856 to the extent that it is located in a plant or portion of a plant not owned by the government will, unless the terminated contract otherwise provides, be removed or a storage agreement entered into with the contractor for its storage promptly after demand accompanied by the prescribed certified list of the property so requested to be removed; provided, that the property will not be removed or a storage agreement entered into unless the joint inventory by the government and the contractor as prescribed in section X of the War Department Industrial Property Accounting Manual shall have been accomplished. Where the property is to be removed or a storage agreement entered into with the contractor within a reasonable period after termination, then for purposes of convenience to both the government and the contractor the joint inventory prescribed in the manual may be delayed until the date that the property is removed or the storage agreement is executed.

(b) The provisions of §§ 815.854, 815.855, 815.860 and 815.861 will be applicable in the case of such removal or storage. Where the property is to be stored with the contractor, an agreement substantially in the form set forth in § 815.951 may be used provided the recitals are suitably modified and the provisions with respect to transfer of title and allocability to the contract are deleted. In the case of property removed from the contractor's premises, the acknowledgment of receipt provided for in § 815.860 (b) will be appropriately modified, will not be qualified as to allocability and will omit reference to transfer of title. If it is later determined that property of the contractor was removed by mistake, an adjustment should be made in arriving at the amount of the final settlement which will allow the contractor the current disposal value of the property at the time of removal, or the government may return the property in kind.

(c) In the case of property removed or stored with the contractor pursuant to agreement, and where such action will simplify the task of record keeping, the accountable property officer is authorized to establish and maintain "jacket file accountability" as described in § 815.858 (a). In such cases the inventory lists covering the property removed or stored will serve both as a credit voucher to the established property account and as a debit voucher to the "jacket file" account.

(d) If property which the contractor is entitled to have removed by the government under the provisions of paragraph (a) is not removed or stored with him pursuant to agreement, the contractor, unless the contract otherwise provides, may store such property at the expense and risk of the government either on his premises or if he determines that space is not available for that purpose then elsewhere, provided in either case the contractor, regardless of any terms of the terminated contract providing for a lesser degree of responsibility for the care and preservation of property during performance of the contract, takes reasonable precautions for the protection of the property and notifies the contracting officer of the action taken.

(e) At any time after the joint inventory has been taken and agreed upon, the contractor may, unless the contract otherwise provides, remove such property and store it at his own risk and expense.

(f) The principles set forth in this section are also applicable to cost-plus-a-fixed-fee subcontracts under cost-plus-a-fixed-fee prime supply contracts.

Government-owned Facilities

§ 815.868 *Government-owned facilities.* The provisions of this subpart are not applicable to government-owned facilities in the custody or possession of contractors under facilities contracts and facilities clauses of terminated contracts. When removal and disposal policies as to these facilities have been determined, appropriate instructions will be issued.

SUBPART G—FORMS

Termination Articles

§ 815.901 *Lump sum supply contract.* The following is the new termination article:

ARTICLE _____. *Termination at the option of the Government.* (a) The performance of work under this contract may be terminated by the Government in accordance with this Article in whole, or from time to time in part, whenever the contracting officer shall determine any such termination is for the best interests of the Government. Termination of work hereunder shall be effected by delivery to the contractor of a Notice of Termination specifying the extent to which performance of work under the contract shall be terminated, and the date upon which such termination shall become effective. If termination of work under this contract is simultaneous with, a part of, or in connection with, a general termination (1) of all or substantially all of a group or class of contracts made by the War Department for the same product or for closely related products, or (2) of war contracts at, about the time of, or following, the cessation of the present hostilities, or any major part thereof, such termination shall only be made in accordance with the provisions of this Article, unless the contracting officer finds that the contractor is then in gross or wilful default under this contract.

(b) After receipt of a Notice of Termination and except as otherwise directed by the contracting officer, the contractor shall (1) terminate work under the contract on the date and to the extent specified in the Notice of Termination; (2) place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portions of the work under the contract as may not be terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of any work terminated by the Notice of Termination; (4) assign to the Government, in the manner and to the extent directed by the contracting officer, all of the right, title and interest of the contractor under the orders or subcontracts so terminated; (5) settle all claims arising out of such termination of orders and subcontracts with the approval or ratifications of the contracting officer to the extent that he may require, which approval or ratification shall be final for all the purposes of this Article; (6) transfer title and deliver to the Government in the manner, to the extent and at the times directed by the contracting officer (i) the fabricated or unfabricated parts, work in process, completed work, supplies and other material produced as a part of, or acquired in respect of the performance of, the work terminated in the Notice of Termination, and (ii) the plans, drawings, information and other property which, if the contract had been completed, would be required to be furnished to the Government; (7) use his best efforts to sell in the manner, to the extent, at the time, and at the price or prices directed or authorized by the contracting officer, any property of the types referred to in subdivision (6) of this paragraph: *Provided, however,* That the contractor (i) shall not be required to extend credit to any purchaser and (ii) may retain any such property at a price or prices approved by the contracting officer; (8) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and (9) take such action as may be necessary or as the contracting officer may direct for protection and preservation of the property, which is in the possession of the contractor and in which the Government has or may acquire an interest.

(c) The contractor and the contracting officer may agree upon the whole or any part of the amount or amounts to be paid to the contractor by reason of the total or partial termination of work pursuant to this Article, which amount or amounts may include a reasonable allowance for profit, and the Government shall pay the agreed amount or amounts. Nothing in paragraph (d) of this Article prescribing the amount to be paid to the contractor in the event of failure of the contractor and the contracting officer to agree upon the whole amount to be paid to the contractor by reason of the termination of work pursuant to this Article shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the contractor pursuant to this paragraph (c).

(d) In the event of the failure of the contractor and contracting officer to agree as provided in paragraph (c) upon the whole amount to be paid to the contractor by reason of the termination of work pursuant to this Article, the Government, but without duplication of any amounts agreed upon in accordance with paragraph (c), shall pay to the contractor the following amounts:

(1) For completed articles delivered to and accepted by the Government (or sold or retained as provided in paragraph (b) (7) above) and not theretofore paid for, forthwith a sum equivalent to the aggregate price for such articles computed in accordance with the price or prices specified in the contract;

(2) In respect of the contract work terminated as permitted by this Article, the total (without duplication of any items) of (i) the cost of such work exclusive of any cost attributable to articles paid or to be paid for under paragraph (d) (1) hereof; (ii) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in paragraph (b) (5) above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the notice of termination of work under this contract which amounts shall be included in the cost on account of which payment is made under subdivision (i) above; and (iii) a sum equal to _____% (Note 1) of the part of the amount determined under subdivision (i) which represents the cost of articles or materials not processed by the contractor, plus a sum equal to _____% (Note 2) of the remainder of such amount, but the aggregate of such sums shall not exceed 6% of the whole of the amount determined under subdivision (i), which for the purpose of this subdivision (iii) shall exclude any charges for interest on borrowings;

(3) The reasonable cost of the preservation and protection of property incurred pursuant to paragraph (b) (9) hereof; and any other reasonable cost incidental to termination of work under this contract, including expense incidental to the determination of the amount due to the contractor as the result of the termination of work under this contract.

The total sum to be paid to the contractor under subdivisions (1) and (2) of this paragraph (d) shall not exceed the total contract price reduced by the amount of payments otherwise made and by the contract price of work not terminated. Except for normal spoilage and to the extent that the Government shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the contractor as provided in paragraph (d) (1) and paragraph (d) (2) (i), all amounts allocable to or payable in respect of property, which is destroyed, lost, stolen or damaged so as to become undeliverable prior to the transfer of title to the Government or to a buyer pursuant to paragraph (b) (7) or prior to the 60th day after delivery to the Government of an inventory covering such property, whichever shall first occur.

(e) The obligation of the Government to make any payments under this article: (1) shall be subject to deductions in respect of (i) all unliquidated partial or progress payments, payments on account theretofore made to the contractor and unliquidated advance payments, (ii) any claim which the Government may have against the contractor in connection with this contract, and (iii) the price agreed upon or the proceeds of sale of any materials, supplies or other things retained by the contractor or sold, and not otherwise recovered by or credited to the Government, and (2) in the discretion of the contracting officer shall be subject to deduction in respect of the amount of any claim of any subcontractor or supplier whose subcontract or order shall have been terminated as provided in paragraph (b) (3) except to the extent that such claim covers (i) property or materials delivered to the contractor or (ii) services furnished to the contractor in connection with the production of completed articles under this contract.

(f) In the event that, prior to the determination of the final amount to be paid to the contractor as in this article provided, the contractor shall file with the contracting officer a request in writing that an equitable adjustment should be made in the price or prices specified in the contract for the work not terminated by the Notice of Termination, the appropriate fair and reasonable adjustment shall be made in such price or prices.

(g) The Government shall make partial payments and payments on account, from time to time, of the amount to which the contractor shall be entitled under this Article, whether determined by agreement or otherwise, whenever in the opinion of the contracting officer the aggregate of such payments shall be within the amount to which the contractor will be entitled hereunder.

(h) For the purposes of paragraphs (d) (2) and (d) (3) hereof, the amounts of the payments to be made by the Government to the contractor shall be determined in accordance with the Statement of Principles for Determination of Costs upon Termination of Government Fixed Price Supply Contracts approved by the Joint Contract Termination Board, December 31, 1943. The contractor for a period of three years after final settlement under the contract shall make available to the Government at all reasonable times at the office of the contractor all of its books, records, documents, and other evidence bearing on the costs and expenses of the contractor under the contract and in respect of the termination of work thereunder.

NOTES 1 AND 2: The chief of each technical service may provide for determining the percentages to be inserted at Note 1 (which in no event will exceed 2%) and at Note 2 (which may be greater or less than or equal to 6%). The general use of 2% and 8%, respectively, as arbitrary figures is recommended in the interest of expediting the execution of contracts. Where the use of arbitrary figures is not desired for any reason the methods to be used in arriving at the percentage to be inserted at Note 2 shall be the same as those now used in price analysis. When the intended rate of profit on the finished article covered by the contract is lower than 8% the insertion of a lower figure at Note 2 will of course be desirable.

§ 815.901a *Old standard article formerly used in lump sum supply contracts.* The following article was prescribed for use in lump sum supply contracts from December 1942 until 20 February 1944.[1] It is no longer authorized for use but is here reprinted merely for the convenience of Government personnel because of its inclusion in so many outstanding contracts:

Article _____. *Termination for the Convenience of the Government.* (a) The Government may, at any time, terminate this contract in whole or in part by a notice in writing from the Contracting Officer to the Contractor that the contract is terminated under this Article. Such termination shall be effective in the manner and upon the date specified in said notice and shall be without prejudice to any claims which the Government may have against the Contractor, or any claims which the Contractor may have against the Government. Upon receipt of such notice the Contractor shall, except as the Contracting Officer directs otherwise, (1) discontinue all work and the placing of all orders for materials and facilities in connection with performance of this contract, cancel all existing orders chargeable to this contract, and terminate all subcontracts chargeable to this contract; (2) transfer to the Government, by delivery f. o. b. _____ or by such other means as the Contracting Officer may direct, title to all completed supplies (including spare parts, drawings, information and other things) called for herein, not previously delivered, and partially completed supplies, work in process, materials, fabricated parts, plans, drawings, and information acquired or produced by the Contractor for the performance of this contract; and (3) take such action as may be necessary to secure to the Government the benefits of any rights remaining in the Contractor under orders or subcontracts wholly or partially chargeable to this contract to the extent that such orders or subcontracts are so chargeable. If and as the Contracting Officer so directs or authorizes, the Contractor shall sell at a price approved by the Contracting Officer, or retain at a price mutually agreeable, any such supplies, partially completed supplies, work in process, materials, fabricated parts or other things. The proceeds of such sale or the agreed price shall be paid or credited to the Government in such manner as the Contracting Officer may direct so as to reduce the amount payable by the Government under this Article.

(b) The Government shall, upon such termination of this contract, pay to the Contractor the contract price of all supplies, (in-

[1] This contract article, as from time to time revised, originally appeared as Article 14 of Supply Contract Form No. 1 (approved Sept. 1941). From 1 July 1942 until 21 January 1944 it appeared at all times in § 803.324. On 21 January 1944 it was supplanted by the uniform termination article prescribed by the Office of War Mobilization (§ 803.324). The contract article set forth above is in the form appearing after revisions made late in 1942. Such revisions were principally as follows:

(1) A provision explicitly permitting a negotiated settlement of the amount due with respect to the uncompleted portion of the contract by reason of the termination was inserted (see par. (c) of the termination article).

(2) Sales of property, title to which the Government might require to be transferred to it upon the termination, were expressly permitted. This involved the addition of the last two sentences of paragraph (a) of the termination article as presently printed above.

(3) A negotiated settlement of the amount due (a) for protecting Government property after the date of the termination and (b) for other settlement expenses was expressly permitted by an amendment of paragraph (e) of the termination article.

(4) Partial payments on account of amounts due under the termination article were permitted by the addition of paragraph (i).

(5) Termination under the provisions of the termination article (rather than for default) was made mandatory in the case of certain terminations at the end of hostilities. This provision is found in paragraph (i) of the article.

At the same time similar changes were made in the standard termination article for lump sum construction contracts (§ 803.324 (a)).

cluding spare parts, drawings, information, and other things) called for herein which have been completed in accordance with the provisions of this contract and to which title has been received by the Government under the provisions of Paragraph (a) (2) of this Article and for which payment has not previously been made.

(c) In addition to, and without duplication of, the payments provided for in paragraph (b), or of payments made prior to the termination of this contract, the Government shall pay to the Contractor such sum as the Contracting Officer and the Contractor may agree by Supplemental Agreement is reasonably necessary to compensate the Contractor for his costs, expenditures, liabilities, commitments, and work in respect to the uncompleted portion of the contract so far as terminated by the notice referred to in paragraph (a). The Contracting Officer shall include in such sum such allowance for anticipated profit with respect to such uncompleted portion of the contract as is reasonable under all the circumstances.

(d) If the Contracting Officer and the Contractor, within 90 days from the effective date of the notice of termination referred to in paragraph (a) or within such extended period as may be agreed upon between them, cannot agree upon the sum payable under the provisions of paragraph (c), the Government, without duplication of any payment made pursuant to paragraph (b) or prior to the termination of this contract, shall in the above events compensate the Contractor for the uncompleted portion of the contract as follows:

(1) By reimbursing the Contractor for all actual expenditures and costs certified by the Contracting Officer as having been made or incurred with respect to the uncompleted portion of the contract;

(2) By reimbursing, or providing for the payment or reimbursement of, the Contractor for all expenditures made and costs incurred with the prior written approval of the Contracting Officer in settling or discharging that portion of the outstanding obligations or commitments of the Contractor which had been incurred or entered into with respect to the uncompleted portion of the contract; and

(3) By paying the Contractor, as a profit on the uncompleted portion of the contract insofar as a profit is realized hereunder, a sum to be computed by the Contracting Officer in the following manner:

(A) The Contracting Officer shall estimate the profit which would have been realized on the uncompleted portion of the contract if the contract had been completed and labor and material costs prevailing at the date of termination had remained in effect.

(B) Estimate, from a consideration of all relevant factors, the percentage of completion of the uncompleted portion of the contract.

(C) Multiply the anticipated profit determined under (A) by the percentage determined under (B). The result is the amount to be paid to the Contractor as a proportionate share of profit, if any, as above provided.

Notwithstanding the above provisions, no compensation shall be paid under this Paragraph (d) by way of reimbursement for expenditure, including expenditures made in settling or discharging obligations or commitments, or by way of profit on account of supplies and other things which are undeliverable because of destruction or damage, whether or not because of the fault of the contractor.

(e) The Government shall pay to the Contractor such sum as the Contracting Officer and the Contractor may agree upon for expenditures made and costs incurred with the approval of the Contracting Officer (a) after the date of termination for the protection of Government property, and (b) for such other expenditures and costs as may be necessary in connection with the settlement of this contract, and in the absence of such agreement as to the amount of such expenditures and costs shall reimburse the Contractor for the same.

(f) The obligation of the Government to make any of the payments required by this Article shall be subject to any unsettled claim for labor or material and to any claim which the Government may have against the Contractor under or in connection with this contract, and payments under this Article shall be subject to reasonable deductions by the Contractor Officer on account of defects in the materials or workmanship of completed or partially completed supplies delivered hereunder.

(g) The sum of all amounts payable under this Article, plus the sum of all amounts previously paid under this contract, shall not exceed the total contract price, adjusted in the event that this contract contains an article providing for price adjustment, on the basis of the estimate of the Contracting Officer, to the extent which would have been required by such article if this contract had been completed and labor and materials costs prevailing at the date of termination had remained in effect.

(h) Should the above provisions of this Article not result in payment to the Contractor of at least $100, then that amount shall be paid to the Contractor in lieu of any and all payments hereinbefore provided for in this Article.

(i) The Government shall promptly make partial payments to the Contractor

(1) on account of the amounts due under paragraphs (b), (c) and (d) of this Article to the extent that, in the judgment of the Contracting Officer, such payments are clearly within the amounts due under such paragraphs, and

(2) of such amounts as the Contracting Officer may direct, on account of proposed settlements of outstanding obligations or commitments, to be made by the Contractor pursuant to paragraph (d) (2) of this Article, if such settlements shall have been approved by the Contracting Officer and subject to such provisions for escrow or direct payment to the persons entitled to receive such settlement payments as the Contracting Officer may require.

(j) Any disputes arising out of termination under this Article shall be decided in accordance with the procedure prescribed in Article 12 of this contract.

(k) Upon the making of the payments called for by this Article, all obligations of the Government to make further payments or to carry out other undertakings hereunder shall cease forthwith and forever, except that all rights and obligations of the respective parties under the Articles, if any, of this contract applicable to patent infringements and reproduction rights shall remain in full force and effect.

(l) The Government shall terminate this contract only in accordance with this Article, except as otherwise provided by law or by Article —— (Delays-Damages). Notwithstanding Article —— (Delays-Damages) and any defaults of the Contractor, the Government shall terminate this contract only in accordance with this Article if such termination is simultaneous with or part of or in connection with a general termination of war contracts at, about the time of, or following the cessation of the present hostilities or the end of the present war, unless the Contracting Officer finds that the defaults of the Contractor (1) have been gross or willful and (2) have caused substantial damage to the Government.

§ 815.902 *Lump sum construction contract.* This article appears in § 803.324 (a).

§ 815.903 *Cost-plus-a-fixed-fee supply contract.* (Form sometimes used by Ordnance Department.) The following article is now in use by the Ordnance Department.

ARTICLE ____. *Termination by Government.* (1) The Government may terminate this contract at any time by a notice in writing from the Contracting Officer to the Contractor. Such termination shall be effective in the manner and upon the date specified in said notice and shall be without prejudice to any claims which the Government may have against the contractor or which the Contractor may have against the Government. Upon receipt of such notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for materials, facilities, and supplies in connection with performance of this contract and shall proceed to cancel promptly all existing orders and terminate all subcontracts insofar as such orders and subcontracts are chargeable to this contract.

(2) If this contract is terminated for the fault of the Contractor, the Contracting Officer may enter upon the premises for the purpose of completing the work contemplated by this contract, take possession of any or all materials, tools, machinery, equipment and appliances, and exercise all options, privileges, and rights, and may complete or employ any other person or persons to complete said work.

(3) Upon the termination of this contract, full and complete settlement of all claims of the Contractor arising out of this contract shall be made as follows:

(a) The Government shall assume and become liable for all obligations, commitments, and claims that the Contractor may have theretofore in good faith undertaken or incurred in connection with said work and the cost of which would be reimbursable in accordance with the provisions of this contract; and the Contractor shall, as a condition of receiving the payments mentioned in this Title, execute and deliver all such papers and take all such steps as the Contracting Officer may require for the purpose of fully vesting in the Government the rights and benefits of the Contractor under such obligations or commitments.

(b) The Government shall reimburse the Contractor for all expenditures made in accordance with Title IV and not previously reimbursed.

(c) The Government shall reimburse the Contractor for such further expenditures, made after the date of termination, for the protection of Government property and for accounting services in connection with the settlement of this contract as are required or approved by the Contracting Officer.

(d) If the contract is terminated for the convenience of the Government, the Contractor will be paid all fees which have accrued at the date of termination, less fee payments previously made. If the contract is terminated due to fault of the Contractor, no additional payment on account of the fixed-fees will be made.

(e) The obligation of the Government to make any of the payments required by this Title shall be subject to any unsettled claims in connection with this contract which the Government may have against the Contractor.

(4) Prior to final settlement the Contractor shall furnish a release as required in Section 4 of Article IV–B of Title IV hereof.

§ 815.904 *Cost-plus-a-fixed-fee construction contract.* This article is found in § 803.350.

§ 815.905 *Army Air Forces—Cost-plus-a-fixed-fee supply contract.* The following article is now in use by the Army Air Forces:

ARTICLE____. *Termination of contract by government.* (1) Should the contractor at any time refuse, neglect or fail to prosecute the work with promptness and diligence, or default in the performance of any of the agreements herein contained, or should conditions arise which make it advisable or necessary in the interest of the Government that work be discontinued under this contract, the Government may terminate this contract by a notice in writing from the Contracting Officer to the Contractor. Such termination shall be effective in the manner and upon the date specified in said notice and shall be without prejudice to any claims which the Government may have against the contractor or which the Contractor may have against the Government. Upon receipt of such notice the Contractor shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for materials, facilities and supplies in connection with performance of this contract and shall proceed to cancel promptly all existing orders and terminate work under all subcontracts insofar as such orders and/or work are chargeable to this contract.

(2) Upon the termination of this contract as hereinbefore provided, full and complete settlement of all claims of the Contractor arising out of this contract shall be made as follows:

(a) The Government shall assume and become liable for all obligations, commitments and claims that the Contractor may have theretofore in good faith undertaken or incurred in connection with said work and in accordance with the provisions of this contract, and the Contractor shall, as a condition to receiving the payments mentioned in this Article, execute and deliver all such papers and take all such steps as the Contracting Officer may require for the purpose of fully vesting in the Government the rights and benefits of the Contractor under such obligations or commitments.

(b) The Government shall reimburse the Contractor for all expenditures made in accordance with Article 3 and not previously reimbursed.

(c) The Government shall reimburse the Contractor for such further expenditures after the date of termination for the protection of Government property and for accounting services in connection with the settlement of this contract as the Contracting Officer may approve.

(d) If the contract is terminated for the convenience of the Government the Contractor shall be paid a percentage of the fee set forth in Article 3, equivalent to the percentage of completion of the contract, less payments previously made.

(e) If the contract is terminated for the fault of the Contractor, the Contractor shall be paid a percentage of the fee set forth in Article 3, equivalent to the percentage of completion of the contract, less ten per cent (10%) of such amount and less payments previously made.

(f) The obligation of the Government to make any of the payments required by this Article shall be subject to any unsettled claims for labor or material or any claim the Government may have against the Contractor.

(3) Upon the making of said payments all obligations of the Government to make further payments or to carry out other undertakings hereunder shall cease forthwith and forever, except that all rights and obligations of the respective parties under the Articles, if any, of this contract applicable to Patent Infringements and Reproduction Rights shall remain in full force and effect.

Notice of Termination

§ 815.911 *Telegraphic notice (preliminary notice).* (a) Substantially the following form will be used where it is desired to notify the contractor of the termination of a contract by telegram or teletype:

XYZ CORPORATION,
New York, New York.

Pursuant to article _____ of your contract No. _____ the Government hereby terminates that contract (or "cancels items _____ of article _____ of that contract.") Request you stop all work and making of all commitments in connection therewith and advise all subcontractors and suppliers by telegraph to do likewise. Letter and instructions follow.

JOHN DOE,
Lieut. Col., A. C., Contracting Officer.

(b) In those cases where it is desired to effect a temporary suspension of a contract which is to be terminated prior to giving formal notice of termination, the following form of telegram may be employed (see § 815.315 (c)).

XYZ CORPORATION,
New York, New York.

Due to changed requirements Government desires to cancel *item*[1] _____ of contract No. _____ pending formal action for cancellation of said *item* _____ of *said* contract, it is requested that all work by your company and subcontractors with respect thereto be stopped and no further commitments made or obligations incurred on account thereof. Request you contact _____ for any information in connection therewith. Letter follows. End.
Prepaid

§ 815.912 *Lump sum supply or construction contracts*—(a) *Letter notice to prime contractor.* Substantially the following form of notice of termination will be used in all cases where a lump sum contract is being terminated for the convenience of the Government:

XYZ CORPORATION,
New York, New York.

GENTLEMEN: 1. The necessity and convenience of the Government require that your Contract No. _____ be terminated, such termination to be effective at _____ o'clock _____ M on _____, 194__, and that steps be taken immediately upon such effective date of this notice to agree with you upon a settlement, if any is necessary, that will properly and justly compensate you for the *uncompleted portion* of the contract.[1a] Accordingly,[2] that contract is hereby terminated, (or "items _____ of A-ticle _____ of that contract are hereby canceled), pursuant to Article _____ of that contract.

2. You are hereby instructed immediately upon such effective date of this notice (1) to stop all work and the placing of any subcontracts or purchase orders in connection with that contract; and (2) to terminate all existing subcontracts and purchase orders and to cause all work in connection therewith to be stopped at once. A form of termination notice to subcontractors, marked "Exhibit 1", is inclosed for use in this connection. The

4. You are requested to submit, as promptly as possible, the following data, to serve as a basis for a settlement of the amount due you by reason of this termination:—

(a) A statement of your costs and a proposal for a negotiated settlement (of the amount payable for the uncompleted portion of the contract), in the form and certified as stated in the inclosed "Instructions to Contractors."

(b) An inventory prepared in accordance with the inclosed "Instructions to Contractors." Upon receipt of such inventory the undersigned will inform you, in writing, as to the disposition to be made of it. You are requested to include in your inventory a statement of your best bid for any of the items there listed, either by items or by groups of items. For any items as to which you make no bid, you are requested to obtain the best available offers.[3] The following items are to be delivered to the Government at once, f. o. b. _____; and are to be omitted from your inventory:—

(Here list items, if any.)

Partial inventories should be submitted as soon as possible with respect to articles for which you make bids or for which you may receive offers approved by you.

(c) A statement of costs and a proposal for a negotiated settlement from each of your subcontractors and suppliers in the form and certified by them and by you as stated in the inclosed "Instructions to Contractors." Such statements and proposals may be presented separately. No such statement need be obtained from subcontractors or suppliers who will make no request for payment of any termination charges. Please note that you are required to review each of these statements in accordance with the Instructions, and to state your recommendation, based upon your negotiations with the subcontractor or supplier concerned, as to the amount properly payable thereon. All settlements with subcontractors and suppliers should be submitted for approval by the Contracting Officer.

5. All accounting and other records pertinent to the determination of the amount of the settlement should be carefully preserved by you and your subcontractors and suppliers. They may be audited by the Government.

6. Upon receipt of the foregoing data the undersigned will arrange a conference with you for the purpose of negotiating the settlement.

7. The instructions contained in this notice may be modified from time to time, except as to those instructions with respect to which you have previously taken substantial action in reliance thereon.

8. Please acknowledge receipt of this notice by signing the original and one copy and returning them to this office not later than _____, 1943. The other copy is for your files.[4]

JOHN DOE,
Major, A. C., Contracting Officer.
Accepted: _____, 1943
(contractor)

[1] Omit italicized words where whole contract is to be terminated.

[1a] The words "for the uncompleted portion of the contract" will be omitted in the case of a lump sum construction contract.

[2] If the telegraphic notice set forth in § 815.911 has previously been sent, insert here the words "and confirming the undersigned's telegram to you dated _____." instructions in (1) and (2) do not apply to the following:

(Here list exceptions.)

3. You are also instructed to take the following action with respect to Government property now in your custody:

(Here list instructions.)

[2] Omit remainder of paragraph where inapplicable and in the case of lump sum construction contracts it should be provided that the items are to be delivered at the site of the work rather than f. o. b. a stated point.

[4] In lieu of including paragraph 8 of the above form of notice, the notice may be sent by registered mail with a request for a return receipt. In this event paragraph 8 and the indorsement of acceptance need not be called for. When the returned receipt is signed by or in behalf of the contractor and received by the procurement office initiating the notice, the receipt will be attached to one signed copy of the original notice which will be preserved in the files of the procurement office.

(b) *Letter notice to subcontractor or supplier.* Substantially the following form will accompany the notice set forth in § 815.912 as Exhibit 1 thereto:

ABC COMPANY,
Detroit, Michigan.

GENTLEMEN: 1. Our contract No. _____ with the War Department has just been terminated. We there find it necessary to terminate our Order No. _____ with you, effective at once, since we will have no further use for the articles under that order. Pursuant to the directions of the contracting officer on that contract, you are hereby instructed immediately (1) to stop all work and the placing of any subcontracts or purchase orders in connection with that Order No. _____; and (2) to terminate all existing subcontracts or purchase orders and to cause all work in connection therewith to be stopped at once. The instructions in (1) and (2) do not apply to the following:

(Here, list items, if any)

2. No charge on account of this termination will be allowed you to the extent that they are found by us or by the contracting officer to have resulted from your failure effectively to take the foregoing action within a time found by us or by the contracting officer to be reasonable under all the circumstances.

3. You are also instructed to take the following action with respect to Government property in your custody:

(Here list action to be taken.)

4. You are requested to submit, as soon as possible, the following data, to serve as a basis for the negotiation of a settlement of the amount due you by reason of this termination:

a. A statement of your costs and a proposal for a negotiated settlement, prepared and certified in accordance with the attached form.[1]

b. An inventory of articles on hand, produced or acquired in connection with our order, and prepared in accordance with the attached form.[1]

5. Upon receipt of such inventory you will be informed as to the disposition to be made of it. You are requested to include in your inventory a statement of your best bid for any of the items listed in your inventory which you are willing to retain. Such bid may be made by items or groups of items. For any items listed for which you make no bid, you are requested immediately to obtain the best available offers and to include them in the inventory. Partial inventories of any items which you wish to retain, or of which you recommend the sale, may be furnished at any time. The following items are to be delivered to us, f. o. b. _____, and are to be omitted from your inventory:

(Here list items. Omit preceding sentence if not applicable.)

6. You are requested to omit from your inventory:

a. Articles which can be used by you or sold to others, without charge to us.

b. Articles which can be returned to your suppliers for full credit less freight charges. [In this event you may include the reasonable freight charges in your statement of costs arising out of the termination.]

7. In view of the fact that our order was issued to you in connection with our work on a Government contract now terminated, and that the amount due you because of the termination of our order will be a cost to us to be reimbursed by the Government, you are advised that your statement of costs may be subject to Government audit and the articles listed in your inventory may be subject to Government inspection. All accounting and other records pertinent to the determination of the amount of the settlement due you should be carefully preserved by you. These documents will be of importance in connection with our negotiations, both with you and with the Government.

8. In order to relieve you, to the greatest extent possible, of financial inconvenience caused by this termination of our order, partial payments on account of the amounts owing to you by reason of this termination will be made to you as rapidly as you make it possible to do so. Subject to the approval of the contracting officer, a partial payment will be made to you whenever we are in agreement that at least the amount of the proposed partial payment is clearly owing to you. You may request a partial payment at any time, but your request should be supported by sufficient accounting data for us and the contracting officer to find that at least the amount requested is due you on account of this termination.

9. Please acknowledge the receipt of this notice by signing the original and _____ copies and returning them to this office. The other copy is for your files.

Very truly yours,

_____
(Contractor)

Accepted: _____, 1943
(Subcontractor)

§ 815.914 *Cost-plus-a-fixed-fee supply contracts*—(a) *Letter of notice to prime contractor who will not negotiate settlements with subcontractors or suppliers.* (1) Whenever the complete termination of a cost-plus-a-fixed-fee supply contract has been authorized, such termination will be effected by a notice substantially in the following form:

XYZ Corporation
New York, New York.

Gentlemen: The necessity and convenience of the Government require that your contract No. _____ be terminated at once. Pursuant to the provisions of Article _____ of that contract, that contract is hereby terminated. Effective at once, you will (1) stop all work and the placing of any subcontracts and purchase orders in connection therewith, and (2) terminate all existing subcontracts and purchase orders and cause all work thereunder to cease. The instructions contained in (1) and (2) do not apply to the following:

(Here list exceptions.)

Subject to customary approval or ratification by the contracting officer, you are authorized and requested to pay all invoices, charges, salaries, wages and other obligations actually incurred by you in connection with this contract and due on or before the effective date of this notice.

You are requested to advise all lump sum suppliers and subcontractors to submit to you, as promptly as possible, a statement of the charges that will be involved in the cancellation and termination of their orders or subcontracts. Such charges shall be computed in accordance with the termination provisions, if any, contained in said orders or subcontracts, and shall be prepared as set forth in the inclosed "Instructions to Subcontractors." (A form of "Instructions to Subcontractors" similar to that contained in § 815.936 is being prepared). All such suppliers and subcontractors should be advised that they may be required to support such statement of charges with appropriate and pertinent accounting and other records; that the statement of charges may be subject to an audit by Government auditors; and that an inspection of the supplies and materials covered by the purchase order or subcontract may be made by a Government inspector. Suppliers and subcontractors should be directed to preserve all relevant records and papers.

You will be reimbursed for the cost of all services rendered by you in connection with this termination of contract No. _____, in accordance with the provisions of the contract applicable to reimbursement of costs.

(2) In the event of partial termination the first paragraph of the foregoing notice will be omitted and in lieu thereof the following paragraph will be used:

Pursuant to Article __ of Contract No._____ entitled "Changes" you are directed to omit work covered by the contract as follows: (Here insert a statement of the work to be omitted, and following that the remainder of the notice set forth above).

(b) *Letter to prime contractor who will negotiate settlements with subcontractors and suppliers.* [Reserved.]

(c) *Letter notice to lump sum subcontractors or suppliers.* Substantially the form set out in § 815.912 (b) will be used.

§ 815.915 *Cost-plus-a-fixed-fee construction termination and assignment forms.* The forms prescribed in paragraphs (a), (b), and (c) shall be used in connection with the termination of cost-plus-a-fixed-fee construction contracts, as defined in § 815.659. The form prescribed in paragraph (d) shall be used in connection with assignments to the Government of subcontracts and other obligations and commitments under such contracts:

(a) *Complete termination form.* Substantially the form herein prescribed will be used for complete termination of cost-plus-a-fixed-fee construction contracts for the convenience of the Government:

NOTICE OF TERMINATION FOR CONVENIENCE OF THE GOVERNMENT terminating cost-plus-a-fixed-fee contract No. W_____ dated _____ between the United States of America and _____ for _____ services at _____ with any or all amendments thereto.
Name of Contractor _____
Address _____
_____
(Place)
_____
(Date)

GENTLEMEN: 1. Pursuant to the provisions of Article _____, of the above described contract, you are notified that said contract is hereby terminated for the convenience of the Government as of 11:59 P. M. this date.

(If it is desired to terminate the contract as of a future date, the phrase "as of 11:59 P. M. the _____ day of _____, 194__" should be substituted for the phrase "as of 11:59 P. M. this date.")

2. You shall immediately discontinue all work and the placing of all orders for materials, facilities, and supplies, in connection with the performance of said contract.

(If a future date of termination is provided for under paragraph 1, above, the phrase, "on the date specified in paragraph 1, above," should be added at the end of the sentence.

3. You shall immediately proceed to cancel all existing orders and commitments and terminate all subcontracts which are chargeable to said contract, except the following:

(If a future date of termination is provided for in paragraph 1, above, the phrase "on the date specified in paragraph 1, above," should be inserted preceding the comma. Care should be exercised to list all unperformed purchase orders commitments and subcontracts except those that the Contracting Officer knows should not be performed.)

4. You are requested to advise all vendors and subcontractors to submit to you, as promptly as possible, a statement of the charges that will be involved in the cancellation and termination of their orders or subcontracts. Such charges shall be set forth substantially under the following headings:

(1) Amount of total contract price previously paid.
(2) Direct labor.
(3) Direct materials.
(4) Indirect expense.[1]
(5) Administrative expenses.[1]
(6) Subcontractors' claims.
(7) Credits for refunds on insurance, etc.
(8) Engineering and similar expenses.[1]
(9) Other items of claim in detail.

Vendors or subcontractors whose classifications or accounts are similar to the above may follow their own classification. All such vendors and subcontractors should be advised that they may be required to support such statement of charges with appropriate and pertinent accounting and other records that the statement of charges may be subject to an audit by Government auditors; and that an inspection of the supplies and materials covered by the purchase order or subcontract may be made by a Government inspector. Vendors and subcontractors should be directed to preserve all relevant records and papers.

5. No reimbursement will be made for obligations incurred under said contract subsequent to the date indicated in paragraph 1 of this Notice, except for expenditures made pursuant to the directions contained in this Notice and for the protection of Government property and accounting services in connection with the settlement of this contract as are required or approved by the Contracting Officer.

6. It is requested that you promptly acknowledge receipt of this Notice on the original and a copy thereof and that they be returned to the Contracting Officer. The second copy is for your files.

_____
(Contracting Officer)

Receipt is acknowledged of the above Notice as of _____ day of _____, 194__

_____
(Contractor)

By _____

(b) *Partial termination form.* The form prescribed herein will be used for partial termination of cost-plus-a-fixed-fee construction contracts for the convenience of the Government:

NOTICE OF PARTIAL TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

Termination portion of cost-plus-a-fixed-fee contract No. W_____ dated _____ between the United States of America and_____ for _____ services at_____ with any or all amendments thereto.
Name of Contractor _____
Address _____
_____
(Place)
_____
(Date)

GENTLEMEN: 1. Pursuant to the provisions of Article _____, of the above described contract, you are notified that said contract is hereby partially terminated for the convenience of the Government as of 11:59 p. m. this date.

(If it is desired to partially terminate the contract as of a future date, the phrase "as of 11:59 p. m. the _____ day of _____, 194__" should be substituted for the phrase "as of 11:59 p. m. this date.").

2. You shall immediately discontinue all work and the placing of all orders for materials, facilities, and supplies, in connection with the performance of said contract, except that you shall continue all work and the placing of all orders that may be necessary to complete the following portion of the work covered by said contract:

(If a future date of partial termination is provided for under paragraph 1, above, the phrase "on the date specified in paragraph 1, above," should be inserted preceding the comma following the word "contract" in the third line).

3. You shall immediately proceed to cancel all existing orders and commitments and terminate all subcontracts which are chargeable to said contract, except that all orders, commitments, and subcontracts which are necessary to complete the portion of the work covered by said contract which is to be completed and which is excepted from the operation of this Notice, as fully set forth in paragraph 2, above, shall remain unmolested and uncancelled.

(If a future date of partial termination is provided for in paragraph 1, above, the phrase "on the date specified in paragraph 1, above," should be inserted preceding the comma following the word "contract" in the third line).

4. You are requested to advise all vendors and subcontractors whose orders or subcontracts are by this Notice required to be cancelled to submit to you, as promptly as possible, a statement of the charges that will be involved in the cancellation and termination of their orders or subcontracts. Such charges shall be set forth substantially under the following headings:

(1) Amount of total contract price previously paid.
(2) Direct labor.
(3) Direct materials.
(4) Indirect expense.[1]
(5) Administrative expenses.[1]
(6) Subcontractors' claims.
(7) Credits for refunds on insurance, etc.
(8) Engineering and similar expenses.[1]
(9) Other items of claim in detail.

All such vendors or subcontractors whose classifications of accounts are similar to the above may follow their own classification. All such vendors and subcontractors should be advised that they may be required to support such statement of charges with appropriate and pertinent accounting and other records; that the statement of charges may be subject to an audit by Government auditors; and that an inspection of the supplies and materials covered by the purchase order or subcontract may be made by a Government inspector. All such vendors and subcontractors should be directed to preserve all relevant records and papers.

5. No reimbursement will be made for obligations incurred under said contract in connection with the work hereby terminated subsequent to the date indicated in paragraph 1 of this Notice, except for expenditures made pursuant to the directions contained in this Notice and for the protection of Government property and accounting services in connection with the settlement of the terminated portion of this contract as are required or approved by the Contracting Officer.

6. It is requested that you promptly acknowledge receipt of this Notice on the original and a copy thereof and that they be returned to the Contracting Officer. The second copy is for your files.

_____
(Contracting Officer)

Receipt is acknowledged of the above Notice as of _____ day of _____, 194__

_____
(Contractor)

By _____

(c) *Termination for default form.* The form prescribed herein will be used to effect termination of cost-plus-a-fixed-fee construction contracts for default of the contractor:

NOTICE OF TERMINATION FOR THE FAULT OF THE CONTRACTOR

Terminating cost-plus-a-fixed-fee contract No. W____ dated _____ between the United States of America and _____ for _____ services at _____ with any or all amendments thereto.
Name of Contractor _____
Address _____
_____
(Place)
_____
(Date)

GENTLEMEN: 1. Pursuant to the provisions of Article _____, of the above described contract, you are notified that said contract is hereby terminated for your fault as of 11:59 P. M. this date.

(If it is desired to terminate the contract as of a future date, the phrase "as of 11:59 P. M. the _____ day of _____, 194__," should be substituted for the phrase "as of 11:59 P. M. this date.")

2. You shall immediately discontinue all work and the placing of all orders for materials, facilities, and supplies, in connection with the performance of said contract.

(If a future date of termination is provided for under paragraph 1, above, the phrase "on the date specified in paragraph 1, above." should be added at the end of the sentence.)

3. [1] You are directed that all materials, tools, machinery, equipment and appliances which may be owned by you or which are in your possession, for use in connection with the work under said contract, shall be permitted to remain on the site of the work and all options, privileges, and rights, as well as all orders, commitments, and subcontracts, which you have acquired or entered into in connection with the work under said contract, shall remain unmolested and uncancelled until a determination is made as to whether they are to be used by or transferred to the Government in connection with the completion of the work under said contract by the Government or by others.

4. No reimbursement will be made for obligations incurred under said contract subsequent to the date indicated in paragraph 1 of this Notice, except for expenditures made pursuant to the directions contained in this Notice and for the protection of Government property and accounting services in connection with the settlement of this contract as are required or approved by the Contracting Officer.

5. It is requested that you promptly acknowledge receipt of this Notice on the original and a copy thereof and that they be

[1] These forms should be prepared by the contractor substantially in accordance with the forms furnished for his own use.

[1] Items 4, 5, and 8 to be omitted unless applicable in the particular instance.

[1] This paragraph is not applicable to W. D. Contract Form No. 4, since there is no provision therein for taking over such materials, tools, etc. Therefore, paragraph 3 of the form set out in paragraph (a) should be substituted.

returned to the Contracting Officer. The second copy is for your files.

(Contracting Officer)

Receipt is acknowledged of the above Notice as of the _____ day of _____, 194____

(Contractor)

By _____

(d) *Assignment form.* The form prescribed herein shall be used to effect assignments to the Government of subcontracts under cost-plus-a-fixed-fee construction contracts:

ASSIGNMENT TO GOVERNMENT

under Cost-Plus-a-Fixed-Fee Contract No. W _____ eng. _____, dated _____ between the United States of America and _____ for _____ services at _____ with any or all amendments thereto.

Whereas, under Article _____ of the contract above described, the Contractor is obligated in the event of termination of such contract to execute and deliver all such papers and take all such steps as the Contracting Officer may require for the purpose of fully vesting in the United States of America, the rights and benefits of the Contractor under such obligations or commitments; and

Whereas, it has been determined by the Contracting Officer that an assignment shall be made by the Contractor to the United States of America of the instrument hereinafter described:

Now, therefore, the Contractor does hereby assign, transfer, and set over to the United States of America as of the date hereof, all of his right, title, and interest in and to the following:

Title and Identification No. of Instrument:
Name and Address of Vendor or Subcontractor:
Amount:
Date:

In witness whereof, The Contractor has executed this Assignment this _____ day of _____, 194____

(Contractor)

By _____

Accepted:
UNITED STATES OF AMERICA,
By _____
Contracting Officer

Partial Payments

§ 815.921 *Supplemental agreement to make payment in trust for subcontractor.* Where, pursuant to § 815.502 (b) it is desired to make a partial payment to a lump sum prime contractor, but on account of and in trust for a specific subcontractor, the following form of supplemental agreement will be used:

Whereas, under date of _____, a contract numbered W _____ ord_____ was entered into between the United States of America, hereinafter referred to as the Government, and (*Insert here name of prime contractor*), a corporation organized and existing under the laws of the State of _____, hereinafter referred to as the Contractor, and

Whereas, notice of termination of said contract has been given pursuant to Article _____ thereof, and

Whereas, said Article provides that the Contracting Officer and the Contractor, by supplemental agreement, after negotiation, may agree on the sum reasonably necessary to compensate the Contractor for certain of his costs, expenditures, liabilities, commitments and work, including reimbursement to the Contractor on account of settlements of certain of its commitments to its subcontractors and persons claiming through them, and

Whereas, said Article further provides that the Government shall promptly make partial payments to the Contractor on account of amounts clearly due by reason of termination under said Article and on account of settlements of obligations or commitments of the Contractor (subject to such conditions as the Contracting Officer may require), and

Whereas, (*Insert here name of subcontractor to whom partial payment is to be made*) is a subcontractor (*hereinafter called "said Subcontractor"*) under said contract, through (*Intermediary*) and (*Intermediary*), under an agreement (*hereinafter called said Subcontract*) between said (*Insert name of said Subcontractor*) and (*Insert name of last intermediary*), and

Whereas, the Contractor hereby represents to the United States that at least the sum of $_____ is clearly and justly due to the Contractor by reason of the termination of said Contract W_____ ord _____ and the parties hereto, other than the United States, hereby represent to the United States, and the Contracting Officer has been determined, that [1] the sum of $_____ is justly due to (*Insert here name of said Subcontractor*) on account of said Subcontract and by reason of its termination, the amount of which liability to said Subcontractor is an obligation or commitment of the Contractor (or is included in the obligations or commitments of the Contractor), and that said sum may properly be paid to (*Insert here name of said Subcontractor*) without prejudice to the determination of [2] any other items arising in connection with said termination of the Contract W_____ ord _____ or in connection with the termination of any subcontract hereunder other than said Subcontract with (*Insert here name of said Subcontractor*), and

Whereas, the Government desires to provide for a partial payment to the Contractor on account of its obligations or commitments within the meaning of said Article _____ of Contract W_____ ord _____ [3] on condition (a) that such partial payment shall be for the benefit of (*Insert here name of said Subcontractor*) and (b) that all persons interested in such partial payment shall give their written consent to such payment and execute appropriate releases as hereinafter provided:

Now, therefore, this Supplemental Agreement is entered into this _____ day of _____, and the parties hereto agree as follows:

1. Upon the execution of this Supplemental Agreement by all the parties hereto, and upon the Contractor's submission of a proper voucher therefor, the Government will pay to the Contractor said sum of $_____ for the account of, and in trust for (*Insert here name of said Subcontractor*), and thereupon the Contractor agrees that it will pay said sum of $_____ directly to (*Insert name of said Subcontractor*).

2. [4] In consideration of such payment the parties hereto release each other of any claim against each other which is based upon said Subcontract or arises out of the termination or cancellation of said Subcontract. The parties hereto agree to eliminate any such claim based upon such Subcontract [5] from their claims in connection with or arising out of said termination of Contract W_____ ord _____ and consent to the making of the payment provided for in paragraph 1 hereof.

3. The parties hereto, other than the United States of America, warrant that there are no outstanding set-offs against (*Insert here name of said Subcontractor*) in connection with said Subcontract or against any party hereto, through whom said (*Insert here name of said Subcontractor*) makes claim, which would reduce the amount payable [6] to said (*Insert here name of said Subcontractor*) on account of such Subcontract.

In witness whereof, the parties hereto have executed this Supplemental Agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA,
By _____
(Contracting Officer)

(Contractor)

---

§ 815.922 *Form of supplemental agreement for partial payments pending final determination of amount payable by Government in connection with termination.*

Supplemental agreement entered into this _____ day of _____ 194___, by the United States of America, hereinafter called "the Government", represented by the contracting officer executing this agreement, and _____ hereinafter called "the Contractor",

Witnesseth that: Whereas, on _____ day of _____, 194___, the parties hereto entered into Contract No. _____, and

Whereas, notice of termination of said contract has been given pursuant to Article _____ thereof, and

Whereas, under the terms of the said Contract, under the First War Powers Act, 1941, and Executive Orders Numbers 9001 and 9112, payments may be made to the contractor in advance of final determination of the amount to which the contractor will be entitled by reason of such termination, and

Whereas, the contractor hereby represents to the Government that at least the sum of $_____ is due the contractor by reason of the termination of said contract and the Government desires to make a payment to the contractor pending the final determination of the amount payable by reason of such termination, and

Whereas, it is deemed that the execution of this agreement will facilitate the prosecution of the war or that the contractor is engaged in a business or operation which is necessary, appropriate or convenient for the prosecution of the war;

The following notes refer to modifications which should be made only where it is desired to make merely a partial payment to the Subcontractor on account of the termination of his Subcontract and to leave the balance of his claim for later determination.

[1] The words "not less than" should be inserted at this point.

[2] Insert at this point the words "the aggregate amount which may be due on account of the termination of said Subcontract or of".

[3] Insert at this point the words "and as a partial payment on account of the amount due by reason of the termination of said Subcontract".

[4] Insert at this point in place of the first sentence of paragraph 2 the following sentence "In consideration of such payment said Subcontractor and the parties hereto, other than the United States, agree that, to the extent of such payment, they severally do release the United States and each of the other parties hereto against whom they severally have claim based upon said Subcontract or the termination thereof, retaining any such claim based upon said Subcontract only to the extent that such claim may be found by the Contracting Officer under Contract W_____ ord _____ to exceed such payment.

[5] Insert at this point the words ", to the extent of such payment,".

[6] Substitute for the word "payable" the words "hereby authorized to be paid".

Article I. Upon the execution of this supplemental agreement by the parties hereto, and upon the contractor's submission of a proper voucher therefor, the Government will pay to the contractor the sum of $_____.

Article II. The payment provided for herein, together with any prior payments received by the contractor in connection with such termination, shall be without prejudice to the right to receive any additional amounts to which the contractor may be entitled as a result of such termination.

Article III. Said payments shall be applied against the amount finally determined to be payable by the Government to the contractor in connection with such termination. If such payments exceed the amount finally determined to be payable to the contractor in connection with such termination, the contractor agrees to repay the excess to the Government on demand together with interest thereon at the rate of 6% per annum from the date of receipt of such excess payment by the contractor to the date of the repayment of such excess. In the event that an excess payment results from credits arising in favor of the Government by reason of the retention or disposition of property by the contractor, the amount of such excess payment shall bear interest at the rate of 6% only from the date when such credits resulted in an excess payment.

In witness whereof, The parties hereto have executed this agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA,
By _____
Title

Contractor

By _____
Title

(a) *Additional provisions for use in supplemental agreement for partial payments when effected through controlled account.* Where partial payments are to be effected through a controlled account substantially the following provisions will be included in the form set forth in § 815.922 and the depositary bank notified of such provisions:

ARTICLE IV. All funds advanced to the contractor as payments hereunder, together with the proceeds of the sale of any property related to the uncompleted portion of the contract, shall be deposited by the Government and the contractor in a special bank account or accounts at a member bank or banks of the Federal Reserve System, or any "insured" bank within the meaning of the Act creating the Federal Deposit Insurance Corporation (Act of July 23, 1935; 49 Stat. 684) as amended (12 U. S. C. 264) separate from the contractor's general or other funds. Such special bank account or accounts shall be so designated as to indicate clearly to the bank their special character and purpose, and the balances in such account or accounts shall be used by the contractor exclusively as a fund for meeting costs incurred in performance on the uncompleted portion of the contract prior to receipt of termination notice or thereafter as directed by the contracting officer. Withdrawals from such special account or accounts shall be subject to the prior written approval of the contracting officer and to countersignature of the contracting officer or his duly authorized representative to the extent that he shall notify the bank that it is required by him. Such countersignature may be of blanket checks to cover a number of approved expenditures. Any balances from time to time in such account or accounts shall secure the repayment of the advances in connection with which the account or accounts are opened, and the Government shall have a lien on such balances to secure the repayment of such advances, which lien shall be superior to the lien of the bank, or any other person, upon such account or accounts, by virtue of assignment to it of the principal contract or otherwise. The contractor hereby authorizes and instructs the bank to transfer, without notice to the contractor, and without liability of any kind or nature for such action, the balance of funds on deposit in such special account at any time to the Government upon the written request of the contracting officer to the bank for such transfer. Upon receipt by the bank of any written directions from the contracting officer or his duly authorized representative, the bank shall act thereon and be under no liability to any party thereto for any action taken in accordance with said written directions. Any instructions or written directions received by the bank through the contracting officer upon War Department stationery and purporting to be signed by or by the direction of the contracting officer, or his duly authorized representative, shall, in so far as the rights, duties and liabilities of the bank are concerned be conclusively deemed to have been properly issued and filed with the bank by the contracting officer or his duly authorized representative.

Supplemental Agreements to Insert Current Termination Article in Contracts

§ 815.926 *Lump sum contracts; supplemental agreement for use where contract contains no provision for the termination for the convenience of the Government or contains a termination article which does not provide for a negotiated settlement of the amount due in respect of the uncompleted portion of the contract.*

This supplemental agreement entered into this _____ day of _____, 194____, by the United States of America, hereinafter called "the Government" represented by _____
(authorized officer)
executing this contract and _____ hereinafter called "the Contractor",

Witnesseth that:

Whereas, the Contractor and the Government have entered into Contract No. W_____ under date of _____, 194____, as amended and supplemented by _____, dated _____, 194____; and

Whereas, it is desirable to amend said contract so that termination thereof for the convenience of the Government and a settlement of the rights of the parties by reason of any such termination may be effected expeditiously, without undue expense, and with a minimum of administrative delay and inconvenience, and

Whereas, pursuant to the First War Powers Act and Executive Order No. 9001, issued pursuant thereto, the Secretary of War acting through his duly delegated officer, has authorized the amendment of existing War Department contracts so as to make adequate provision for termination for the convenience of the Government and for the negotiation of settlements in connection therewith and has found that such amendment will facilitate the prosecution of the war.

Now, therefore, the parties do agree to amend the aforesaid contract and the same is hereby amended by

(Here make such change in the contract as may be necessary to the end that it will contain provisions for termination at the convenience of the Government substantially the same as those set forth in § 803.324 in the case of a lump sum supply contract or, in the case of a lump sum construction contract, as § 803.324 (a) of these Procurement Regulations.)

Final Settlement Agreements

§ 815.931 *Settlement agreement for use where a lump sum supply contract contains a provision for termination for the convenience of the Government substantially in the form contained in §803.324 and permits settlement by negotiation of amount due with respect to uncompleted portion of the contract.*

This supplemental agreement, entered into pursuant to the First War Powers Act and Executive Order No. 9001 this _____ day of _____, 194____, by the United States of America, hereinafter called "the Government" represented by _____
(authorized officer)
executing this contract and _____ hereinafter called "the Contractor",

Witnesseth that:

Whereas, the Contractor and the Government have entered into Contract No. W _____ under date of _____, 194____, as amended and supplemented by _____, dated _____, 194____; and

Whereas, said contract provides for termination of such contract at the convenience of the Government and for the determination by negotiation of the amount payable on account of the uncompleted portion of the contract and of certain other items; and

Whereas, it is to the advantage of the parties to arrange this negotiated settlement and the interests of the Government are being fully protected thereby; and

Whereas, the Government and Contractor after negotiations have arrived at an agreement as to the sum payable on account of such uncompleted portion of the contract and for other items; and

Whereas, in the light of such agreement, the additional amount payable to the Contractor upon termination pursuant to the provisions of the contract has been found by the Government and the Contractor to be the sum of $_____(x)_____, which sum the Contractor is willing to and does accept in full and complete settlement except as may be otherwise set forth hereinafter of all liabilities and obligations of the Government under the aforesaid contract;

Now, therefore, the parties hereto do mutually agree as follows:

ARTICLE 1. The Contractor shall furnish and deliver, or has previously furnished and delivered, to the Government at the places and times hereinafter stated the following materials and items:

(Insert description of all items including completed and partially completed supplies, spare parts, work in process, materials, fabricated parts, plans, drawings, information and other things which the Contractor is to deliver to the Government.)

ART. 2. Upon delivery of all the materials and items specified in Article 1 above in accordance with the terms of Article 1, the Government, upon presentation by the Contractor of properly certified invoices or vouchers, will pay to the Contractor in addition to the sum of $_____(a)_____ previously paid to the Contractor for its work and services hereunder, the sum of $_____(x)_____ for all its costs, expenditures, liabilities, commitments and work done pursuant to the contract.

Said sum of $_____(x)_____ is made up as follows:

a. Payment in full for completed supplies (including spare parts, drawings, information and other articles and items), called for by the contract, at the contract price therefor, so far as not previously paid: $_____(u)_____

b. Payment in full compensation to the Contractor for the uncompleted portion of

the contract, including without limitation a reasonable allowance for profit for work actually done: $--------(v)--------

c. Payment in full for all expenditures made and costs incurred after the termination notice for the protection of Government property and for such other expenditures and costs as were necessary in connection with the settlement of the contract: $--------(y)--------

ART. 3. The Contractor agrees to accept the said additional sum of $--------(x)-------- in full and complete settlement of all its rights and of all obligations and liabilities of the Government under this aforesaid contract and agrees to release, and does hereby release, the Government from all further liability and obligation under said contract (except as may be otherwise set forth hereinafter) provided that said additional payment is made in accordance with Article 2 hereof.

ART. 4. Upon payment of the additional sum specified in Article 2 hereof, the contract shall terminate and all rights and liabilities of the parties thereto and all obligations of the Government to make further payments or to carry out other undertakings thereunder shall cease forthwith and forever, except: (Omit any of the following which are not applicable.)

(1) All rights of the Government to the recovery of excessive profits pursuant to Sec. 403 of the Sixth Supplemental National Defense Appropriation Act, 1942 (Pub. No. 528, 77th Congress) as amended by Sec. 801 of the Revenue Act of 1942 (Pub. No. 753, 77th Congress) on account of payments made to the Contractor hereunder.[1]

(2) All rights and liabilities of the parties hereto under the articles, if any, in the contract applicable to inventions, patent rights, patent infringements, patent licenses and reproduction rights; and under the articles, if any, in the contract applicable to options (except options to continue or increase the work under the contract), covenants not to complete, covenants of indemnity, and agreements with respect to the future care and disposition by the Contractor of Government-owned facilities remaining in his custody.

(3) All rights of the Government to effect an adjustment of patent royalties under the provisions of Pub. No. 768, 77th Congress.

(4) All rights and liabilities of the respective parties under the articles, if any, of said contract concerning defects which may hereafter appear in any materials or supplies furnished to the Government by the Contractor pursuant to said contract or this supplemental agreement. (Here add additional excepted matters, if any.)

In witness whereof—

§ 815.932 *Settlement agreement for use where a lump sum construction contract contains a provision for termination for the convenience of the Government substantially in the form contained in § 803.324(a).*

This supplemental agreement, entered into pursuant to the First War Powers Act and Executive Order No. 9001, this ---------- day of ----------, 194----, by the United States of America, hereinafter called "The Government" represented by ----------
(authorizing officer)
executing this contract and ----------
hereinafter called "the Contractor",

Witnesseth that:

[1] If the settlement is to be exempted from renegotiation (see § 812.1204 (1)) this paragraph (1) should be omitted entirely.

Whereas, the Contractor and the Government have entered into Contract No. W ---------- under date of ----------, 194----, as amended and supplemented by ----------, date ----------, 194----; and

Whereas, it has been determined that it is in the best interest of the Government to terminate the aforesaid contract; and

Whereas, said contract provides for termination of such contract at the convenience of the Government and for the determination by negotiation of the amount payable on account of the contract; and

Whereas, it is to the advantage of the parties to arrange this negotiated settlement and the interests of the Government are being fully protected thereby; and

Whereas, the Government and Contractor after negotiations have arrived at an agreement as to the sum payable on account of such contract; and

Whereas, in the light of such agreement, the amount payable to the Contractor upon termination pursuant to the provisions of the contract has been found by the Government and the Contractor to be the additional sum of $ --------(x)------, which sum the Contractor is willing to and does accept in full and complete settlement except as may be otherwise set forth hereinafter of all liabilities and obligations of the Government under the aforesaid contract,

Now, therefore, the parties hereto do mutually agree as follows:

ARTICLE 1. The Contractor shall furnish and deliver and he has previously furnished and delivered, to the Government at the places and times hereinafter stated the following materials, supplies, equipment, machinery and machinery tools and items:

(Insert description of all items including all materials, supplies, work in process, facilities, equipment, machinery, tools, plans, drawings, information and other things which the Contractor is to deliver to the Government.)

ART. 2. Upon delivery of all the items specified in Article 1 above in accordance with the terms of Article 1, the Government, upon presentation by the Contractor of properly certified invoices or vouchers, will pay to the Contractor in addition to the sum of $--------(a)-------- previously paid to the Contractor for its work and services hereunder, the sum of $--------(x)-------- for all its costs, expenditures, liabilities, commitments and work done pursuant to the contract, a total sum of $--------(a)-------- plus --------(x)--------.

Said sum of $--------(a)-------- plus --------(x)-------- is made up as follows:

a. Payment in full compensation to the Contractor on account of the settlement of this contract, including without limitation, a reasonable allowance for profit for work actually done; $--------(y)--------.

b. Payment in full for expenditures made and costs incurred after the termination notice for the protection of Government property and for such other expenditures and costs as were necessary in connection with the settlement of the contract: $--------(z)--------.

ART. 3. [Note:—Article 3 and subsequent articles of this form are the same as those similarly numbered found in § 815.931 hereof.]

§ 815.933 *Supplemental agreement for use where a lump sum supply or construction contract contains no article for termination for convenience of the Government and the contractor will not agree to amend the same by inserting the article contained in § 803.324 or 803.324 (a), or where any such contracts do not contain termination for the convenience of the Government articles and a negotiated settlement can be effected.*

SUPPLEMENTAL AGREEMENT

This supplemental agreement entered into this -------- day of --------, 194--, by and between the United States of America, hereinafter called "the Government", represented by the Contracting Officer executing this agreement, and ---------- hereinafter called "the Contractor",

Witnesseth that:

Whereas, On the ------ day of ----------, 194--, the parties hereto entered into Contract No. -------- for ----------

Whereas, The Government desires to terminate said contract for the convenience of the Government and to settle the rights of the parties by reason of such termination;

Whereas, This contract is entered into pursuant to the First War Powers Act, 1941 and Executive Order No. 9001, and

Whereas, It has been determined that the execution of this agreement will facilitate the prosecution of the war:

Now, therefore, The parties do mutually agree as follows:

ARTICLE 1. The Contractor shall furnish and deliver to the Government at the places and times hereinafter stated the following materials, supplies, equipment, machinery, tools, and items:

ART. 2. Upon delivery of all the property specified in Article I above in accordance with the terms of Article 1, the Government upon presentation by the Contractor of properly certified invoices or vouchers will pay to the Contractor in addition to the sum of $------- previously paid to the Contractor for its work and services hereunder, the sum of $--------.

ART. 3. The Contractor agrees to accept the said sum of $---------- in full and complete settlement of all its rights and of all obligations and liabilities of the Government under this aforesaid contract and agrees to release, and does hereby release, the Government from all further liability and obligation under said contract (except as may be otherwise set forth hereinafter) provided that said additional payment is made in accordance with Article 2 hereof.

ART. 4. Upon payment of the additional sum specified in Article 2 hereof, the contract shall terminate and all rights and liabilities of the parties thereto and all obligations of the Government to make further payments or to carry out other undertakings thereunder shall cease forthwith and forever, except:

(1) All rights, and liabilities of the respective parties under the articles, if any, of this contract, applicable to patent infringement and patent license rights which shall continue in full force and effect.

(2) All rights of the Government to effect an adjustment of patent royalties under the provisions of Public Law No. 768, 77th Congress.

(3) All rights and liabilities of the respective parties under the articles, if any, of said contract, concerning defects which may hereafter appear in any supplies and materials furnished the Government pursuant to said contract or of this supplemental agreement which rights and liabilities shall continue in full force and effect.

(4) All rights of the Government to the recovery of excessive profits pursuant to Section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942 (Public Law 528, 77th Cong.) as amended by Section 801 of the Revenue Act of 1942 (Public Law 753, 77th Cong.).

In witness whereof, The parties hereto have executed this agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA
By ----------

(Official title)

(Contractor)

(Address)

Witnesses:

(Obtain approval and consent of surety if required.)

§ 815.934 *Cost-plus-a-fixed-fee supply contracts.* Substantially the following form will be used, pursuant to § 815.655, for a final settlement agreement in connection with the termination of a cost-plus-a-fixed-fee contract:

This supplemental agreement, entered into this ---------- day of ----------, 194--- by the United States of America hereinafter called "the Government" represented by ---------- executing this contract and ----------, hereinafter called "the Contractor",

Witnesseth that:

Whereas, the Contractor and the Government have entered into Contract No. W ---------- under date of ----------, 194----, as amended and supplemented by ----------, dated ----------, 194----; and

Whereas, it has been determined that it is in the best interest of the Government to terminate the aforesaid contract; and

Whereas, said contract provides for its termination at the convenience of the Government; and

Whereas, it has been determined that there is due the Contractor the sum of $----------
(a)---------- as reimbursement for all costs incurred in accordance with the terms of the contract, and the sum of $----------
(b)---------- as payment of the fixed fee in accordance with the terms of the contract, and

Whereas, the Contractor is willing to and does accept such amounts in full and complete settlement of all liabilities and obligations of the Government under said contract, except as may be otherwise set forth hereinafter;

ARTICLE 1. The Contractor shall furnish and deliver, or has previously furnished and delivered, at the places and times stated the Government-owned materials, supplies, equipment, machinery, tools and other articles listed in Schedule A, attached hereto and made a part hereof.[1]

ART. 2. Upon the delivery of all of such articles, and upon the presentation by the Contractor of properly certified invoices or vouchers, the Government will pay to the Contractor the sum of $--------(a)-------- as reimbursement for all costs incurred by the Contractor in accordance with the terms of the contract and not previously reimbursed.

ART. 3. The Government will also, at the same time, and upon the submission by the Contractor of a properly certified invoice or voucher, pay to the Contractor the sum of $----------(b)---------- as payment in full of the remainder of the fixed fee due to the Contractor under said contract as terminated.

[1] If such a schedule has previously been prepared for some other purpose it may be incorporated herein by reference.

ART. 4. Upon payment of the sums specified in Articles 2 and 3 said contract shall terminate and all rights and liabilities of the parties thereto, and all obligations of the Government to make further payments or to carry out other undertakings thereunder shall cease forthwith and forever, except: (Omit any of the following which are not applicable.)

(1) All rights of the Government to the recovery of excessive profits pursuant to Sec. 403 of the Sixth Supplemental National Defense Appropriation Act, 1942 (Pub. No. 528, 77th Congress) as amended by Section 801 of the Revenue Act of 1942 (Pub. No. 753, 77th Congress) on account of payments made to the Contractor hereunder.[2]

(2) All rights and liabilities of the parties hereto under the articles, if any, in the contract applicable to inventions, patent rights, patent infringements, patent licenses and reproduction rights; and under the articles, if any, in the contract applicable to options (except options to continue or increase the work under the contract), covenants not to complete, covenants of indemnity and agreements with respect to the future care and disposition by the Contractor of Government-owned facilities remaining in his custody.

(3) All rights of the Government to effect an adjustment of patent royalties under the provisions of Pub. No. 768, 77th Congress.

(4) All rights and liabilities of the respective parties under the articles, if any, of said contract concerning defects which may hereafter appear in any materials or supplies furnished to the Government by the Contractor pursuant to said contract or this supplemental agreement. (Here add additional excepted matters, if any.)

In witness whereof—

Instructions to Contractors and Subcontractors

§ 815.936 *Lump sum contractors.* The following form of Instructions to Contractors will accompany each Notice of Termination in connection with the termination of a lump sum supply contract (see § 815.912 (a)):

INSTRUCTIONS TO CONTRACTORS IN REGARD TO TERMINATION OF LUMP SUM SUPPLY CONTRACTS

SECTION 1—INTRODUCTION

1. *Necessity for termination.* The constant change in the requirements of our armed forces makes it necessary to terminate certain contracts from time to time. Your contract is among these so that its termination is in no sense to be taken as an indication that the War Department is in any way dissatisfied with your performance.

2. *Termination procedure policy.* It is the intention of the War Department to make a proper adjustment with you in accordance with customary commercial practice and the termination article in your contract. However, since public funds are involved, you must submit adequate accounting data to support your request for an adjustment based on the termination. This must be done before payment can be made. When this accounting data is received, the War Department will cooperate with you in arriving at a speedy and equitable negotiated settlement. To assist in effecting termination settlements, the War Department has prepared Procurement Regulation No. 15 and the Termination Accounting Manual for Fixed-Price Supply Contracts. These documents govern the termination of contracts for the convenience of the Government. A copy of the Accounting Manual is inclosed. A copy of the Procurement Regulation, which is primarily designed for the guidance of Government contracting personnel, may be obtained by application to the Contracting Officer. These instructions, however, summarize the action which you must take.

[2] If the settlement is to be exempted from renegotiation (see § 812.1204 (1)) this paragraph (1) should be omitted entirely.

3. *Necessity for prompt action.* To expedite payment to you, it is imperative that you take action immediately to supply the Statement of Costs, Inventories and other information (see Exhibit 1) requested in these instructions. Inventories should be prepared immediately. The Statement of Costs may be prepared either on the "inventory" basis shown in Exhibit 1, Schedule F, or on the "total cost" basis shown in Exhibit 1, Schedule G. (See Termination Accounting Manual, paragraphs 2102.3 and 2102.4.) If prepared on the "total cost" basis, the statement will nevertheless be supported by adequate inventories and other schedules. The inventory method is preferred where the necessary cost information is reasonably available. There is no occasion for delaying the submission of this statement, pending the disposition of items of inventory, submission of statements of subcontractors' termination charges for approval, or determination of your own charges incurred after termination. It will expedite audit of you submit this statement at the earliest possible moment. It is believed that such information can be furnished within 30 days after receipt of the Notice of Termination. If any parts of your proposal for a negotiated settlement can be presented separately and in advance of the completion of the proposal, this should be done. It is essential that this be done when you request a partial payment, since partial payment will be made on the basis of such partial proposals.

SECTION 2—NOTICE OF TERMINATION

4. *Cessation of work and notification to suppliers.* Immediately upon receipt of the Notice of Termination (with which these instructions are sent), you should take the following steps:

a. On the effective date of the Notice, stop all the work or that portion of the work which the Notice of Termination requires you to stop, and make no further commitments in connection with the contract (or the portion of the contract which the Notice discontinues). However, if, for any reason, you believe it inexpedient to stop any portion of the work as required in the Notice of Termination, you should communicate this information to the Contracting Officer immediately and obtain his instructions. This should be done promptly, by telephone or personal conference, and you should request written confirmation of any variations from instructions given by the Termination Notice.

b. Notify all subcontractors and suppliers that your contract has been terminated and order them to stop all or a part of their work in compliance with the Notice of Termination. Also order them to make no further commitments in connection with their subcontracts. In general, you are in the same position as to your subcontractors as is the Government in relation to you. You should request them to furnish to you promptly inventories and cost statements (see Annexed Exhibits) so as to speed up settlement of their termination charges as much as possible.

c. Notify the Contracting Officer of any pending legal proceedings, or legal proceedings subsequently brought, with respect to any subcontracts or purchase orders related to the terminated contract.

SECTION 3—INVENTORIES

5. *Inventory of materials on hand.* Immediately after stopping work, you should arrange to take an inventory of finished items, material in process, tools and raw materials applicable to the terminated contract, reporting the results in substantially the forms set forth as Schedules A to E of Exhibit 1

attached hereto. Separate statements are to be prepared for *Government-owned* property in your possession. Inventory should include all material (for which costs are to be charged) applicable to the terminated contract and *owned by your company* even if located in plants of your subcontractors; however, in special cases, it may be advisable to have separate inventories. Immediately upon completion of the inventory copies should be submitted to the Contracting Officer.

6. *Necessity for promptness in submission of inventories.* It is expected that these inventories can be prepared and submitted before the remainder of your Statement of Costs. Prompt submission will enable this office to advise you as to the disposition of inventory, and will therefore expedite the entire settlement. The contracting officer may request you to furnish preliminary or partial inventories. You may file partial inventories without such request when such action will assist in (a) the retention or disposal of property by you, or (b) supporting a partial payment requested by you.

7. *Policy of War Department concerning inventory.* It is the policy of the War Department, so far as possible, to dispose of inventories through normal commercial channels. Disposal will ordinarily be handled in one of the following ways:

a. *Materials which can be used by your company or sold to others and as to which you will seek no reimbursement from the Government.* Except as otherwise explicitly directed by the Contracting Officer in the Notice of Termination or in other written communication, you are authorized, without further approval of the Contracting Officer but subject to subparagraph c of this paragraph 7 and to existing regulations of the War Production Board or of other Government Agencies, to retail or sell all materials, title to which has not passed to the United States.

b. *Materials which can be returned to suppliers for full credit.* These items should be noted in the "Recommended Disposal" column as "Returned to Vendor at Cost." No approval from this office is required for this action subject to the same limitations as paragraph 7*a*, if the amount, of which you will request reimbursement from the Government, will not exceed the freight charges for shipment to you and return to suppliers, plus reasonable packing and handling charges.

c. *Items which can be used by your company or sold to others but not at cost.* It is necessary that the Contracting Officer approve in writing your retention or sale of material at less than cost. (Note to Contracting Officer: In proper cases this provision may be liberalized. See § 815.359). Therefore, when you intend to request the Government to reimburse you for the difference between cost and the receipts from disposal, you must obtain such approval in writing from the Contracting Officer, sending him the following information:

(1) Complete description of material for sale.

(2) Cost of the material as shown in your inventory.

(3) Proposed selling price or price at which you agree to retain it.

(4) Brief statement as to why the material cannot be sold at full value.

d. *Partial inventories.* Authority to retain or dispose of portions of your inventory may be obtained by submitting a partial inventory covering such items. You are urged to submit partial inventories promptly of all items which you are willing to retain or of which you recommend for sale. Such items must be scheduled in detail on the inventory forms as provided in following paragraphs. Show your recommendations in the column "Recommended Disposal" on the inventory schedules.

8. *Organization for inventory taking.* Your inventories should be taken in accordance with the instructions contained in Part II, Chapter 2 of the Termination Accounting Manual.

SECTION 4—PRESENTATION OF STATEMENT OF COSTS

9. *Statement of costs of uncompleted portion of the contract.* As soon as possible after the receipt of the Notice of Termination, you should prepare and submit to the Contracting Officer a statement of your own costs with respect to the uncompleted portion of the contract to the date of termination, in general, in one of the two forms as set forth in Exhibit 1. You will note that these schedules are exclusive of subcontractor's claims and costs incurred by you after termination. Please note that this Statement of Costs is to be certified. (See Exhibit 1, Schedule F or G). All records and papers pertinent to and in support of the statement of your costs should be preserved.

10. *Determination of amount of settlement.* a. *Completed items.* All articles completed, in accordance with the contract, for which you have not previously been paid, are to be charged at the contract unit price.

b. As to *uncompleted items*, settlement will take into account all reasonable material, burden and labor costs properly applicable to such partially completed items in accordance with recognized accounting practice. The basis upon which you should prepare your statements of costs of uncompleted items is set forth in the Termination Accounting Manual, especially pars. 2102 et seq.

c. Indirect charges and administrative expenses properly applicable to the contract when computed and distributed in accordance with recognized accounting practice are normally allowable as termination charges. More specific information on this subject is set forth in Part I, Chapter 3 of the Termination Accounting Manual.

SECTION 5—SUBCONTRACTORS AND VENDORS

11. *Notification of subcontractors and vendors.* No costs will be allowed to you in connection with the settlement which arises from failure on your part effectively to notify subcontractors and vendors of the termination of their subcontracts or purchase orders, within a time which is found by the Contracting Officer to be reasonable under the circumstances.

12. *Statements and other papers to be obtained from subcontractors.* The same type of statements covering inventories and expenses applicable to the termination should be required from your subcontractors and suppliers which the Government requires from you. The extent to which these reports are detailed will of course depend upon the complexity of the subcontract.

13. *Disposal of inventories.* The subcontractor is authorized to retain, return or sell inventory subject to the same restrictions placed upon your company by the provisions of Paragraph 7 unless the Contracting Officer hereafter gives you written permission to approve such dispositions within limits stated by him. (Note to Contracting Officer: See § 815.359 for possible liberalization of these provisions and proper cases and exceptions). Requests for the retention or disposal of items which will directly or indirectly enter into your termination charges against the Government must be submitted to this office for approval.

14. *Statement of costs.* In any case where the subcontractor will request payment of termination charges, the subcontractor should furnish a certified Statement of Costs to you in one of the same general forms which the Government requires you to file in your own behalf. After your review, as described in paragraph 15, the subcontractor's claim should be promptly submitted to this office for approval.

15. *Review of subcontractor's statements.* It is your primary responsibility to review or examine in an appropriate manner all statements and proposals for settlement of charges arising out of the termination submitted to you by your subcontractors and suppliers. The problem faced by you in passing upon the propriety of these proposals is similar to the problem faced by the Government with respect to your statement and proposal. A review or examination by you of each subcontractor's Cost Statement and proposal for settlement is necessary. In this respect, you should make an examination, reasonable under all the circumstances, and you will be held to the standard of scrutiny that a prudent business man would ordinarily employ in the conduct of his own affairs. You will not be required to warrant the accuracy of the facts presented by the subcontractors. A certification that, on the basis of a review or examination which you believe to be adequate, you are of the opinion that the proposed settlement is fair and reasonable and would be made by you if reimbursement by the Government were not involved will suffice. (See Exhibit 2—Schedules E and F for form of certificates by you and your subcontractors.)

SECTION 6—PARTIAL PAYMENTS

16. In order to relieve you, to the greatest extent possible, of financial inconvenience caused by the termination of your contract, it is the policy of the Government to make partial payments to you on account of the amounts owing to you or, through you, to your subcontractors or suppliers by reason of this termination, as rapidly as you make it possible to do so. (See Paragraph 3)

You may request a partial payment at any time after receipt by you of the Notice of Termination. Your request should be supported with sufficient data for the Contracting Officer to find that at least the amount requested is clearly due and owing to you on account of the termination and that there are no offsets to or assignments of the amounts owing to you. A partial payment may be made to you whenever you and the Contracting Officer are in agreement that at least the amount of the proposed partial payment is due and owing to you in connection with the termination. A partial payment will also be made to you whenever you and the Contracting Officer are in agreement that the proposed partial payment is necessary to enable you to make payments to your subcontractor or suppliers in amounts which you and the Contracting Officer agree are clearly owing to them.

SECTION 7—EXPENSES SUBSEQUENT TO TERMINATION

17. *Approval of expenditures.* You should obtain the Contracting Officer's approval of all costs incurred by you after the effective date of the Notice of Termination.

a. For the protection of Government property.

b. Other expenditures in connection with the terminated contracts. (See Paragraph *e* of the Termination Article in your contract.)

You must take adequate precaution to protect property in your possession to which the Government has or may have an interest.

SECTION 8—NEGOTIATION OF SETTLEMENT

18. After all suppliers' and subcontractors' settlements have been approved and inventories have been disposed of to the greatest extent possible, you will find it advisable to submit a summary of your Statement of Costs and proposal for negotiated settlement and of all accompanying schedules (if these have previously been submitted separately at different times). A proposed form for this summary is illustrated in Exhibit 2. Even if all your Statements are submitted together, (See Paragraph 9), this form provides a convenient summary for the use of the Contracting Officer. This statement will be a recapitulation of your entire proposal for settlement, and as such will include your settlements with subcontractors, as approved, and expenses incurred subsequent to termination with the approval of the Contracting Officer. After submission of this report, a representative of the Contracting Officer will arrange for final negotiation with you of a settlement of your proposal.

SECTION 9—FURTHER INFORMATION

19. Whenever the termination article in your contract requires the approval of the Contracting Officer, you should, for your records, obtain written confirmation of any such approval or any instructions or rulings given orally.

20. The negotiator actively in charge of the settlement of your contract is:

_____
(Name of Negotiator in Charge)

_____
(Address)

_____ (Extension)
(Telephone)

The negotiator is not authorized to agree finally to a settlement with you, but will endeavor to obtain answers to any inquiries you may have and will advise you as to procedure.

§ 815.937 *Contractor's Settlement Proposal Forms*—(a) *Standard Form A–1; Contractor's Settlement Proposal, Summary Statement.*

[Actual size 8½" x 14"]

Form No. A-1
Read all instructions before preparing this form

Budget Bureau approval No. 49-R177
Expiration date: 31 July 1944

CONTRACTOR'S SETTLEMENT PROPOSAL

SUMMARY STATEMENT

(Form A-2 or A-3 may be used when total proposal is less than $10,000 before disposal or other credits)

Name of your firm _____

Address _____ (Street) _____ (City) _____ (State)

If monies payable under the contract have been assigned, show name of assignee: _____

Effective date of termination	Government contract No.	Government agency	Items contracted for

Check one

☐ This settlement proposal is applicable to a prime contract with the Government.

☐ This settlement proposal is applicable to subcontract or purchase order _____
(identify with:

_____

*Insert name and address of contractor from whom you received Notice of Termination.

SUMMARY

			Do not use this column
1. Contractor's own charges—per Schedule B-1 or B-2—See Instruction 3		$	
2. Adjustments—Schedule A-1-a—See Instruction 4			
3. Adjusted amount		$	
4. Post termination charges—Schedule A-1-b—See Instruction 5			
5. Settlements with subcontractors—Schedule A-1-c—See Instruction 6			
6. Other charges—Schedule A-1-d			
7. Total charges		$	
8. Disposal credits—See Instruction 7			
9. Other credits—Schedule A-1-e—See Instruction 9			
10. Partial payments—Schedule A-1-e			
11. Advance or progress payment—Schedule A-1-e—See Instruction 8		$	
12. Total credits			
13. Net settlement proposal		$	
14. Contract price of finished units not otherwise billed—See Instruction 10		$	
15. Net charges for finished units			
16. Net charges for finished units		$	
17. Net settlement proposal including charge for finished units		$	

NOTE: The paper on which this form is printed can be used for reproduction by liquid process duplicating machines.

CONTRACTOR'S SETTLEMENT PROPOSAL—Continued

SUMMARY STATEMENT—continued

CERTIFICATE

Own charges.—The undersigned certifies that, to the best of its knowledge and belief, the summary of charges and supporting schedules and explanations have been prepared from the books of account and records of the undersigned in accordance with recognized commercial accounting practice and in accordance with the terms of the contract; that the charges allocable to the terminated portion of the contract are fair and reasonable; and that they have been prepared with knowledge that they will, or may, be used by contracting officers acting on behalf of the United States as the basis o settlement with the undersigned or with others.

Subcontractor' charges.—The undersigned certifies that it has examined, or caused to be examined, to an extent which it considers adequate in the circumstances, the claims of its immediate subcontractors for allowance on account of charges arising from termination claims of its immediate supplier's own charges are fair and reasonable, said charges are allocable to the terminated portion of this contract, and said settlements were negotiated in good faith, and are not more favorable to its immediate suppliers than those which the undersigned would make if reimbursement by the Government were not involved. The undersigned certifies that it has no knowledge or belief that the representations of its subcontractors with more remote suppliers or to fruit the representations with respect to the immediate and more remote suppliers' claims or not be accurate and complete representations with respect to the immediate and more remote suppliers' claims or the settlement thereof other than those expressed in this certificate.

_____ By _____ (Name of contractor)
(Signature)

_____ (Title)

_____ (Date)

Schedule A-1-a — ADJUSTMENTS IN FORM NO. B-1 OR B-2

Item	Explanation	Amount per "B" form	Revised amount	Increase	Decrease	Do not use this column

Schedule A-1-b — POST TERMINATION CHARGES

Item	Explanation	Amount	Do not use this column

W. D., A. G. O. Form No. 242
18 April 1944

CONTRACTOR'S SETTLEMENT PROPOSAL—Continued

Schedule A-1-c SETTLEMENTS WITH SUBCONTRACTORS

Name of subcontractor or date of schedule previously submitted	Item	Total on order at date of termination		Quantity canceled applicable to contract	Amount of actual or proposed settlement	Do not use this column
		Quantity	*Amount, $*			

Schedule A-1-d OTHER CHARGES

Item	Explanation	Amount	Do not use this column

Schedule A-1-e PARTIAL PAYMENTS, ADVANCE OR PROGRESS PAYMENTS AND OTHER CREDITS

Date	Explanation	Amount	Do not use this column

INSTRUCTIONS

1. This Form No. A-1 should be prepared as soon as the contractor can complete his net settlement proposal.

2. Where schedules provided do not provide adequate space, attach schedules in similar form.

3. *Contractor's Own Charges.*—Contractor should attach latest copy of Contractor's Own Charges (Form B-1 or B-2) as filed with the contractor or Government representative who rendered Notice of Termination. "Contractor's Settlement Proposal" copies of inventory schedules showing all disposal credits should also be attached.

4. *Adjustments.*—Schedule A-1-a should be used to explain all adjustments made by contractor to items included in attached Form B-1 or B-2.

5. *Post Termination Charges.*—Should be listed in reasonable detail in Schedule A-1-b with appropriate explanation.

6. *Settlements With Subcontractors.*—This item includes all settlements with subcontractors. Subcontractors' claims may be submitted as soon as they are examined and settlements negotiated. In such cases, the settlements should be listed on a schedule made up with the same headings as shown in Schedule A-1-c. Each such schedule with subcontractors' proposals attached must be accompanied by a certificate as to the examination made by the contractor, and the opinion of the contractor as to the reasonableness of the proposals. The type of certificate to be presented should conform to the applicable portion of the certificate shown on this Form No. A-1. In preparing Schedule A-1-c under such circumstances, it is necessary only to list the totals of schedules previously submitted. Subcontractors' settlements not previously submitted shouldthen be listed in detail to bring the total amount of this schedule (A-1-c) into agreement with the amount listed as item 5 in the summary.

7. *Disposal Credits.*—The amount shown here should represent the total of the individual disposal credits listed on the inventory schedules. Each inventory sheet should be totaled separately and a listing of the page totals should be prepared to show the source of the total (Line 8 of Summary) used on the summary.

8. *Advance Payments.*—Attach copy last report covering advance payments account, if any, bringing account transactions to current date.

9. *Other Credits.*—List all other credits. Where statement is on a total cost basis, any payments made for completed units after the filing of the Form No. B-2 should be listed here.

10. Subcontractors may include on line 14 any amounts applicable to finished units completed at date of termination but not otherwise billed. In that case, the inventory and any applicable disposal credits should be listed on a spearate sheet of the C-1 Form with the headings appropriately modified. The total of these disposal credits should be shown on line 15 of the Summary.

General Instructions for preparation of Settlement Proposals and for the use of these forms should be procured from the Government representative or contractor from whom the termination notice was received.

CONTRACTOR'S SETTLEMENT PROPOSAL—Continued

Schedule No. A-2-a INVENTORIES AT DATE OF TERMINATION Lines 1, 2, and 13 of summary

Description	Quantity	Total cost	Contractor's best offer	Disposal credits	Do not use this column

W. D., A. G. O. Form No. 213
18 April 1944

FINISHED UNIT INFORMATION

	Number of units	Total amount
Total per contract		$
Less: Units shipped and billed		$
Units to be shipped and billed		$
Total billed or to be billed		$
Units completed but not billed. If any (Line 15 of Summary)		$
Units covered by termination notice		$

INFORMATION REGARDING RENEGOTIATION

Were you renegotiated for last fiscal year? .....
If so, bywhat Government agency? .....
Were costs included for purposes of renegotiation in a base period or other period from the above? .....
If not, explain items not excluded. .....

Schedule No. A-2-b OTHER CHARGES Line 4 of summary

Item	Explanation	Amount	Do not use this column

Schedule No. A-2-c PROFIT, IF ANY Line 6 of summary

	Do not use this column

(b) Standard Form A-2; Contractor's Settlement Proposal; Combination Statement—Inventory Basis.

[Actual size 8½" x 14"]

Budget Bureau approval No. 49-R181
Expiration date: 31 July 1944

Form No. A-2
Read all instructions before preparing this form

CONTRACTOR'S SETTLEMENT PROPOSALS—Continued

COMBINATION STATEMENT—INVENTORY BASIS

(To be used only when total proposal is less than $10,000 before disposal or other credits)

Name of your firm

Address (Street) (City) (State)

If monies payable under the contract have been assigned, show name of assignee:

Check one:

☐ This settlement proposal is applicable to a prime contract with the Government.

☐ This settlement proposal is applicable to subcontract or purchase order ..... (Identify) with:

.....
*Insert name and address of contractor from whom you received Notice of Termination.

Effective date of termination	Government contract No.	Government agency	Items contracted for

SUMMARY

	Amount	Do not use this column
1. Raw materials, purchased parts, and supplies—per Schedule No. A-2-a—See instruction 2	$	
2. Work in process—per Schedule No. A-2-a—See instruction 3:		
2a. Materials	$	
2b. Labor		
2c. Indirect factory expense		
2d. Total work in process	$	
3. General and administrative expense—See instruction 4		
4. Other charges—per Schedule No. A-2-b—See Instruction 5	$	
5. Total		
6. Profit, if any (explain calculation in Schedule No. A-2-c)	$	
7. Total		
8. Settlements with subcontractors—per Schedule No. A-2-d	$	
9. Post termination charges—per Schedule No. A-2-e		
10. Total charges	$	
11. Partial or advance payments—per Schedule No. A-2-f		
12. Settlement proposal (Net of disposal credits	$	
13. Disposal credits—per Schedule No. A-2-g		
14. Net settlement proposal		
15. Contract price of finished units not otherwise billed—See Instruction 6	$	
16. Disposal credits applicable to finished units		
17. Net settlement for finished units	$	
18. Net settlement proposal including charge for finished units		

NOTE.—The paper on which this form is printed can be used for reproduction by liquid process duplicating machines.

CERTIFICATE

Own charges.—The undersigned certifies that, to the best of its knowledge and belief, the summary of charges and supporting schedules and explanations have been prepared from the books of account and records of the undersigned in accordance with recognized commercial accounting practices; that they include all costs allocable to this terminated portion of this contract; that the charges are reasonable and that they have been negotiated with the Government representative to the extent considered necessary by contracting officers acting on behalf of the United States and that they are true to the best of its knowledge and belief.

Subcontractors' charges.—The undersigned certifies that it has examined, or caused to be examined, to an extent which it considers adequate in the circumstances, the claims of its immediate suppliers arising from termination claims filed against such immediate suppliers, such charges are fair and reasonable, said charges are allocable in its opinion, in accordance with the terms of this contract, and said settlements were negotiated in good faith, and are not more favorable to its immediate suppliers than those which the undersigned would make if reimbursement by the Government were not involved. The undersigned certifies that it has no knowledge as to whether or not its immediate suppliers have settled with more remote suppliers or to denote that such transactions with respect to the immediate and more remote suppliers claims or the settlement thereof other than those expressed in this certificate.

Chief accounting officer:

.....
(Name of contractor)

By .....

.....
(Signature)

.....
(Title)

.....
(Date)

...TRACTOR'S SETTLEMENT PROPOSAL—Continued

...ENTS WITH SUBCON TRACTORS — Line 8 of summary

Item	Total on order at date of termination		Quantity canceled applicable to contract	Amount of actual or proposed settlement	Do not use this column
	Quantity	Amount—$			

...T TERMINATION CHARGES — Line 9 of summary

	Explanation	Amount	Do not use this column

...IAL OR ADVANCE PAYMENTS — Line 11 of summary

	Explanation	Amount	Do not use this column

...INSTRUCTIONS

...to be prepared by the con... action required in the sum...

...ch or schedules is not sufficient... on the same headings.

...ventory on hand at date of termination should be grouped in Schedule No. A-3-a by "Raw Materials, Purchased Parts, and Supplies" and "Work in Process." Costs should be shown to the greatest extent practicable for items included in this inventory listing. Subcontractors may also use this schedule for listing finished units on hand at date of termination not to be billed.

4. An explanation should be attached as to the basis of allocation and calculation of the amount of general and administrative expense applicable to the inventory.

5. Include in Other Charges (Line 4 of Summary and Schedule A-3-b) all costs not previously included.

6. Subcontractors may include on line 15 any amounts applicable to finished units completed at date of termination but not otherwise billed. In that case, the inventory and any applicable disposal credits should be listed in Schedule A-3-a. The total of these disposal credits should be shown on line 16 of the Summary.

...Instructions for preparation of Settlement Proposals and for the use ...should be procured from the Government representative or ...or from whom the Termination Notice was received.

(c) *Standard Form A–3; Contractor's Settlement Proposal; Combination Statement—Total Cost Basis.*

[Actual size 8½" x 14"]

Form No. A-3
Read all instructions before preparing this form

Budget Bureau approval No. 49-R180
Expiration date: 31 July 1944

CONTRACTOR'S SETTLEMENT PROPOSAL

COMBINATION STATEMENT—TOTAL COST BASIS

(To be used only when total proposal is less than $10,000 before disposal or other credits)

Name of Your Firm

Address (Street) (City) (State)

If monies payable under the contract have been assigned, show name of assignee:

Check one

☐ This settlement proposal is applicable to a prime contract with the Government.

☐ This settlement proposal is applicable to subcontract or purchase order.....(identify with:

*.....

* Insert name and address of contractor from whom you received Notice of Termination.

Effective date of termination	Government contract No.	Government Agency	Items contracted for

SUMMARY (see instruction 3)

		Do not use this column
1. Direct materials	$	
2. Direct labor		
3. Indirect factory expenses—See Instruction 4		
4. General and administrative expenses—See Instruction 4		
5. Other charges—per Schedule A-3-b—See Instruction 5		
6. Total contractor's own costs	$	
7. Profit, if any (explain calculation in Schedule A-3-c)		
8. Total	$	
9. Less: Total finished units billed or to billed		
10. Net total contractor's own costs	$	
11. Settlements with subcontractors—per Schedule A-3-d		
12. Post termination charges—per Schedule A-3-e		
13. Total charges	$	
14. Less: Partial or advance payments—per Schedule A-3-f		
15. Settlement proposal before disposal credits	$	
16. Disposal credits—per Schedule A-3-a		
17. Net settlement proposal	$	

NOTE.—The paper on which this form is printed can be used for reproduction by liquid process duplicating machines.

CERTIFICATE

Own charges.—The undersigned certifies that, to the best of its knowledge and belief, the summary of charges and supporting schedules and explanations have been prepared from the books of account and records of the undersigned in accordance with recognized commercial accounting practices; that they include only those charges allocable to this contract; that the charges as stated are fair and reasonable, and that they have been prepared with knowledge that they will, or may, be used by contracting officers acting on behalf of the United States as the basis of settlement with the undersigned or with others.

Subcontractors' charges.—The undersigned certifies that it has examined, or caused to be examined, to an extent which it considers adequate in the circumstances, the claims of its immediate suppliers (exclusive of charges arising from termination claims filed against such immediate suppliers by their suppliers) as summarized as item 11, that, in its opinion, the settlements of its immediate suppliers' own charges are fair and reasonable, said charges are allocable to this contract, and said settlements were negotiated in good faith, and are not more favorable to its immediate suppliers than those which the undersigned would make if reimbursement by the Government were not involved. The undersigned certifies that it has no knowledge to doubt the reasonableness of the settlements with more remote suppliers or to doubt that the charges for them are allocable to this contract. The undersigned shall not be deemed to have made any representations with respect to the immediate and more remote suppliers' claims or the settlement thereof other than those expressed in this certificate.

Chief accounting officer

(Signature)

(Title)

(Name of contractor)

By (Name)

(Title) (Date)

...TRACTOR'S SETTLEMENT PROPOSAL—Continued

...OUNDED AT DATE OF TERMINATION — See Instruction No. 2

...ription	Quantity	Total cost	Contractor's best offer	Disposal credits	Do not use this column

...m No. 3a

...RATION

	Number of units	Total Amount
...billed		$
...ed and billed		
...or to be billed		
...shown)		$
...not billed,		$
...ation active		$

INFORMATION REGARDING RENEGOTIATION

Were you renegotiated for last fiscal year? .....

If so, by what Government agency? .....

Were costs and sales included for purposes of renegotiation in that period excluded from the above Summary? .....

If not, explain items not excluded .....

.....

.....

.....

.....

OTHER CHARGES — Line 5 of summary

	Explanation	Amount	Do not use this column

PROFIT, IF ANY — Line 7 of summary

Do not use this column

CONTRACTOR'S SETTLEMENT PROPOSAL—Continued

Schedule A-3-d — SETTLEMENTS WITH SUBCONTRACTORS — Line 11 of summary

Name of subcontractor	Item	Total on order at date of termination		Quantity canceled applicable to contract	Amount of actual or proposed settlement	Do not use this column
		Quantity	Amount, $			

Schedule A-3-e — POST TERMINATION CHARGES — Line 14 of summary

Item	Explanation	Amount	Do not use this column

Schedule A-3-f — PARTIAL OR ADVANCE PAYMENTS — Line 12 of summary

Date	Explanation	Amount	Do not use this column

INSTRUCTIONS

1. This Form No. A-3 is to be prepared by the contractor as soon as cost information required in the Summary can be determined.

2. If space provided in these schedules is not sufficient, attach additional sheets, using the same headings. Inventory on hand at the date of termination should be grouped in Schedule A-3-a by "Raw Materials, Purchased Parts, and Supplies," and "Work in Process." Costs should be shown to the greatest extent practicable for items included in this inventory listing. Subcontractors may also use this schedule for listing finished units on hand at date of termination not to be billed.

3. The costs shown in this Summary are those costs incurred which are applicable to the entire contract. Where costs applicable to the inventory can be determined accurately, the contractor should present his proposal on Form A-2.

4. An explanation should be attached as to the bases of allocation and calculation of the amounts of indirect factory expenses (Line 3 of Summary) and general and administrative expense (Line 4 of Summary) applicable to the contract.

5. Include in Other Charges (Line 5 of Summary and Schedule A-3-b) all costs not previously included.

General Instructions for preparation of Settlement Proposals and for the use of these forms should be procured from the Government representative or contractor from whom the Termination Notice was received.

CONTRACTOR'S SETTLEMENT PROPOSAL—Continued

Schedule A-1-c SETTLEMENTS WITH SUBCONTRACTORS

Name of subcontractor or date of schedule previously submitted	Item	Total on order at date of termination		Quantity canceled, applicable to this contract	Amount of actual or proposed settlements	Do not use this column
		Quantity	Amount, $			

Schedule A-1-d OTHER CHARGES

Item	Explanation	Amount	Do not use this column

Schedule A-1-e PARTIAL PAYMENTS, ADVANCE OR PROGRESS PAYMENTS AND OTHER CREDITS

Date	Explanation	Amount	Do not use this column

INSTRUCTIONS

1. This Form No. A-1 should be prepared as soon as the contractor can complete his net settlement proposal. Where space on the schedules provided is inadequate, attach schedule in similar form.

2. *Contractor's Own Charges.*—Contractor should attach to Form No. A-1 a copy of his Form No. A-2 or B-2) as filed with the contractor or Government representative who rendered Notice of Termination. "Contractor's Settlement Proposal" copies of inventory schedules need not be attached to Form No. A-1.

3. *Adjustments.*—Schedule A-1-a should be used to explain all adjustments made by contractor to items in his inventory schedules.

4. *Post Termination Charges.*—Should be listed in detail in Schedule A-1-b with appropriate explanation.

5. *Settlements With Subcontractor.*—This item includes all settlements with subcontractors. Subcontractors' claims may be submitted as soon as they are examined and should be listed on a schedule made up with the same heading as shown in Schedule A-1-c. Each such schedule with subcontractor proposals attached must be submitted to the contracting officer for approval as to the reasonableness of the proposal. The type of certificate to be presented should conform to the applicable portion of the certificate shown on this Form No. A-1. In presenting Schedule A-1-c under such circumstances, the contractor may provide a copy of any previously submitted Subcontractor settlements and previously submitted schedules may be listed in detail to agree with the amount listed as item 5 in summary.

7. *Disposal Credits.*—The amount shown here should represent the total of the individual entries shown in Schedule A-1-e. Each item listed in Schedule A-1-e should be totaled separately and a listing of the items totals should be prepared to show the source of the disposal credits shown in Schedule A-1-e.

8. *Advance Payments.*—Attach copy last report covering advance payments account, if any, bringing account to date.

9. *Other Charges.*—Include all other credits. When settlement is on a total cost basis, any payments made for completed units after the filing of this Form No. B-3 should be listed here.

10. Subcontractors may include on line 1 any amounts applicable to finished units completed at date of termination and on hand at subcontractor's plant. Such amounts should be listed on Schedule A-1-c.

General Instructions for preparation of Settlement Proposals and for the use of termination forms may be obtained from the representative or contractor from whom the termination notice was received.

(b) *Standard Form A-2; Contractor's Settlement Proposal; Combination Statement—Inventory Basis.*

[Actual size 8½" x 14"]

Form No. A-2
Read all instructions before preparing this form

Budget Bureau approval No. 49-R181
Expiration date: 31 July 1944

CONTRACTOR'S SETTLEMENT PROPOSALS—Continued

COMBINATION STATEMENT—INVENTORY BASIS

(To be used only when total proposal is less than $10,000 before disposal or other credits)

Name of your firm

Address (Street) (City) (State)

If monies payable under the contract have been assigned, show name of assignee:

Check one

☐ This settlement proposal is applicable to a prime contract with the Government.

☐ This settlement proposal is applicable to subcontract or purchase order _____ (identify) with:

_____

_____

*Insert name and address of contractor from whom you received Notice of Termination.

Effective date of termination	Government contract No.	Government agency	Items contracted for

SUMMARY

		Amount	Do not use this column
1. Raw materials, purchased parts, and supplies—per Schedule No. A-2-a—See Instruction 3		$	
2. Work in process—per Schedule No. A-2-a—See instruction 3:			
2a. Materials	$		
2b. Labor			
2c. Indirect factory expense			
Total work in process		$	
3. General and administrative expense—See Instruction 4			
4. Other charges—per Schedule No. A-2-b—See Instruction 5			
5. Total		$	
6. Profit, if any (explain calculation in Schedule No. A-2-c)			
7. Total		$	
8. Settlements with subcontractors—per Schedule No. A-2-d			
9. Post termination charges—per Schedule No. A-2-e			
10. Total charges		$	
11. Partial or advance payments—per Schedule No. A-2-f			
12. Settlement proposal before disposal credits		$	
13. Disposal credits—per Schedule No. A-2-g			
14. Net settlement proposal		$	
15. Contract price of finished units not otherwise billed—See Instruction 6	$		
16. Disposal credits applicable to finished units			
17. Net charge for finished units			
18. Net settlement proposal including charge for finished units		$	

NOTE.—The paper on which this form is printed can be used for reproduction by liquid process duplicating machines.

CERTIFICATE

Own charges.—The undersigned certifies that, to the best of its knowledge and belief, the summary of charges and supporting schedules and explanations have been prepared from the books of account and records of the undersigned in accordance with recognized commercial accounting practices; that they include only those charges allocable to the terminated portion of this contract; that the charges as stated are fair and reasonable; and that they have been prepared with knowledge that they will, or may, be used by contracting officers acting on behalf of the United States as the basis of settlement with the undersigned or with others.

Subcontractors' charges.—The undersigned certifies that it has examined, or caused to be examined, to an extent which it considers adequate in the circumstances, the claims of its immediate suppliers (exclusive of charges arising from termination claims filed against such immediate suppliers by their suppliers) as summarized as Item 8, that, in its opinion, the settlements of its immediate suppliers' own charges are fair and reasonable, said charges are allocable to the terminated portion of this contract, and said settlements were negotiated in good faith, and are not more favorable to its immediate suppliers than those which the undersigned would make if reimbursement by the Government were not involved. The undersigned certifies that it has no knowledge to doubt the reasonableness of the settlements with more remote suppliers or to doubt that the charges for them are allocable to this contract. The undersigned shall not be deemed to have made any representations with respect to the immediate and more remote suppliers' claims or the settlement thereof other than those expressed in this certificate.

Chief accounting officer:

_____ (Name of contractor)

_____ (Signature)

By _____ (Signature)

_____ (Title)

_____ (Title) _____ (Date)

CONTRACTOR'S SETTLEMENT PROPOSAL—Continued

Schedule No. A-2-a INVENTORIES AT DATE OF TERMINATION Lines 1, 2, and 13 of summary

Description	Quantity	Total cost	Contractor's best offer	Disposal credits	Do not use this column

W. D., A. G. O. Form No. 213
18 April 1944

FINISHED UNIT INFORMATION

	Number of units	Total amount
Total per contract		$
Less: Units shipped and billed		$
Units to be shipped and billed		
Total billed or to be billed		$
Units completed but not billed, if any (Line 15 of Summary)		$
Units covered by termination notice		$

INFORMATION REGARDING RENEGOTIATION

Were you renegotiated for last fiscal year? _____

If so, by what Government agency? _____

Were costs included for purposes of renegotiation in that period excluded from the above Summary? _____

If not, explain items not excluded _____

Schedule No. A-2-b OTHER CHARGES Line 4 of summary

Item	Explanation	Amount	Do not use this column

Schedule No. A-2-c PROFIT, IF ANY Line 6 of summary

	Do not use this column

CONTRACTOR'S SETTLEMENT PROPOSAL—Continued

Schedule No. A-2-d — SETTLEMENTS WITH SUBCONTRACTORS — Line 8 of summary

Name of Subcontractor	Item	Total on order at date of termination: Quantity	Total on order at date of termination: Amount—$	Quantity canceled applicable to contract	Amount of actual or proposed settlement	Do not use this column

Schedule No. A-2-e — POST TERMINATION CHARGES — Line 9 of summary

Item	Explanation	Amount	Do not use this column

Schedule No. A-2-f — PARTIAL OR ADVANCE PAYMENTS — Line 11 of summary

Date	Explanation	Amount	Do not use this column

INSTRUCTIONS

1. This Form No. A-2 is to be prepared by the contractor as soon as cost information required in the summary can be determined.

2. If space provided in these schedules is not sufficient, attach additional sheets, using the same headings.

3. Inventory should be grouped in Schedule No. A-2-a by "Raw Materials, Purchased Parts, and Supplies" and "Work in Process," and separate cost totals should so with amounts shown on Lines 1 and 2 of Summary. Explanations should be attached describing the methods followed in computing costs as shown in Schedule No. A-2-a and in Lines 2a, 2b, and 2c of the Summary.

4. An explanation should be attached as to the basis of allocation and calculation of the amount of general and administrative expense applicable to the inventory.

5. Include in Other Charges (Line 4 of Summary and Schedule A-2-b) all costs not previously included.

6. Subcontractors may include on line 15 any amounts applicable to finished units completed at date of termination but not otherwise billed. In that case, the inventory and any applicable disposal credits should be listed in Schedule A-2-a. The total of these disposal credits should be shown on line 16 of the Summary.

General Instructions for preparation of Settlement Proposals and for the use of these forms should be procured from the Government representative or contractor from whom the Termination Notice was received.

(c) *Standard Form A-3; Contractor's Settlement Proposal; Combination Statement—Total Cost Basis.*

[Actual size 8½" x 14"]

Form No. A-3
Read all instructions before preparing this form

Budget Bureau approval No. 49-R189
Expiration date: 31 July 1944

CONTRACTOR'S SETTLEMENT PROPOSAL

COMBINATION STATEMENT—TOTAL COST BASIS

(To be used only when total proposal is less than $10,000 before disposal or other credits)

Name of Your Firm

Address (Street) (City) (State)

If monies payable under the contract have been assigned, show name of assignee:

Check one
- ☐ This settlement proposal is applicable to a prime contract with the Government.
- ☐ This settlement proposal is applicable to subcontract or purchase order.....(Identify with:

*

* Insert name and address of contractor from whom you received Notice of Termination.

Effective date of termination	Government contract No.	Government Agency	Items contracted for

SUMMARY (see instruction 3)

		Do not use this column
1. Direct materials	$	
2. Direct labor		
3. Indirect factory expenses—See Instruction 4		
4. General and administrative expenses—See Instruction 4		
5. Other charges—per Schedule A-3-b—See Instruction 5		
6. Total contractor's own costs	$	
7. Profit, if any (explain calculation in Schedule A-3-c)		
8. Total	$	
9. Less: Total finished units billed or to be billed		
10. Net total contractor's own costs	$	
11. Settlements with subcontractors—per Schedule A-3-d		
12. Post termination charges—per Schedule A-3-e		
13. Total charges	$	
14. Less: Partial or advance payments—per Schedule A-3-f		
15. Settlement proposal before disposal credits	$	
16. Disposal credits—per Schedule A-3-a		
17. Net settlement proposal	$	

NOTE.—The paper on which this form is printed can be used for reproduction by liquid process duplicating machines.

CERTIFICATE

Own charges.—The undersigned certifies that, to the best of its knowledge and belief, the summary of charges and supporting schedules and explanations have been prepared from the books of account and records of the undersigned in accordance with recognized commercial accounting practices; that they include only those charges allocable to this contract; that the charges as stated are fair and reasonable; and that they have been prepared with knowledge that they will, or may, be used by contracting officers acting on behalf of the United States as the basis of settlement with the undersigned or with others.

Subcontractors' charges.—The undersigned certifies that it has examined, or caused to be examined, to an extent which it considers adequate in the circumstances, the claims of its immediate suppliers (exclusive of charges arising from termination claims filed against such immediate suppliers by their suppliers) as summarized as item 11, that, in its opinion, the settlements of its immediate suppliers' own charges are fair and reasonable, said charges are allocable to this contract, and said settlements were negotiated in good faith, and are not more favorable to its immediate suppliers than those which the undersigned would make if reimbursement by the Government were not involved. The undersigned certifies that it has no knowledge to doubt the reasonableness of the settlements with more remote suppliers or to doubt that the charges for them are allocable to this contract. The undersigned shall not be deemed to have made any representations with respect to the immediate and more remote suppliers' claims or the settlement thereof other than those expressed in this certificate.

Chief accounting officer

(Signature)

(Title)

(Name of contractor)

By

(Name)

(Title) (Date)

CONTRACTOR'S SETTLEMENT PROPOSAL—Continued

Schedule A-3-a — INVENTORIES AT DATE OF TERMINATION — See instruction No. 2

Description	Quantity	Total cost	Contractor's best offer	Disposal credits	Do not use this column

W. D., A. G. O. Form No. 244
18 April 1944

FINISHED UNIT INFORMATION

	Number of units		Total Amount
Total per contract			$
Less: Units shipped and billed		$	
Units to be shipped and billed			
Total billed or to be billed (Line 9 of Summary)		$	
Units completed but not billed, if any			$
Units covered by termination notice			$

INFORMATION REGARDING RENEGOTIATION

Were you renogiated for last fiscal year? .....
If so, by what Government agency?.....
Were costs and sales included for purposes of renegotiation in that period excluded from the above Summary?.....
If not, explain items not excluded.....

Schedule A-3-b — OTHER CHARGES — Line 5 of summary

Item	Explanation	Amount	Do not use this column

Schedule A-3-c — PROFIT, IF ANY — Line 7 of summary

Do not use this column

CONTRACTOR'S SETTLEMENT PROPOSAL—Continued

Schedule A-3-d — SETTLEMENTS WITH SUBCONTRACTORS — Line 11 of summary

Name of subcontractor	Item	Total on order at date of termination: Quantity	Total on order at date of termination: Amount, $	Quantity canceled applicable to contract	Amount of actual or proposed settlement	Do not use this column

Schedule A-3-e — POST TERMINATION CHARGES — Line 14 of summary

Item	Explanation	Amount	Do not use this column

Schedule A-3-f — PARTIAL OR ADVANCE PAYMENTS — Line 12 of summary

Date	Explanation	Amount	Do not use this column

INSTRUCTIONS

1. This Form No. A-3 is to be prepared by the contractor as soon as cost information required in the Summary can be determined.

2. If space provided in these schedules is not sufficient, attach additional sheets, using the same headings. Inventory on hand at the date of termination should be grouped in Schedule A-3-a by "Raw Materials, Purchased Parts, and Supplies," and "Work in Process." Costs should be shown to the greatest extent practicable for items included in this inventory listing. Subcontractors may also use this schedule for listing finished units on hand at date of termination not to be billed.

3. The costs shown in this Summary are those costs incurred which are applicable to the entire contract. Where costs applicable to the inventory can be determined accurately, the contractor should present his proposal on Form A-2.

4. An explanation should be attached as to the bases of allocation and calculation of the amounts of indirect factory expenses (Line 3 of Summary) and general and administrative expense (Line 4 of Summary) applicable to the contract.

5. Include in Other Charges (Line 5 of Summary and Schedule A-3-b) all costs not previously included.

General Instructions for preparation of Settlement Proposals and for the use of these forms should be procured from the Government representative or contractor from whom the Termination Notice was received.

(d) *Standard Form A–4.*

[Actual size 8½" x 11"]

Form No. A–4 — Budget Bureau approval No. 49–R189. Expiration date, 31 July 1944.

CONTRACTOR'S SETTLEMENT PROPOSAL

SHORT FORM TO BE USED ONLY WHEN PROPOSAL IS FOR LESS THAN $500

(Name of your firm)

(Street address)

(City) (State)

If moneys payable under the contract have been assigned, show name of assignee:

Check one

☐ This settlement proposal is applicable to a prime contract with the Government.

☐ This settlement proposal is applicable to subcontract or purchase order _____ (identify) with: _____

*Insert name and address of contractor from whom you received Notice of Termination.

Effective date of termination	Government contract No.	Government agency

SUMMARY OF TERMINATION

Items contracted for	Quantity				Value of order			
	Ordered	Shipped and billed	Shipped but not billed	Canceled	Ordered	Shipped and billed	Shipped but not billed	Canceled

Finished units which have been shipped and billed should *not* be included in the proposed settlement.

PROPOSED SETTLEMENT

(Include only items allocable to the contract and properly to be included in settlement on termination under your contract)

1. Contract price of finished units shipped but not otherwise billed ..... $.....
2. Contract price of finished units not shipped (less their fair value) .....
3. Proposed settlement for work in process and materials allocable to contract (explain below) .....

Total of proposed settlement ..... $.....

Explain below how you determined the amounts shown on lines 2 and 3 of the above Proposed Settlement. If there are finished goods on hand which are not to be shipped, show both the contract price of such items and the value at which you are willing to keep them in your inventory. Enter the resulting net cancellation charge on line 2. Explain also how you determined the settlement due you for work in process and materials, making certain that you have reduced your charge by the fair value of materials or work in process which you are retaining. Enter the net cancellation charge for this portion of the work on line 3 of the above Proposed Settlement.

CERTIFICATE

The undersigned certifies that the above Proposed Settlement includes only charges allocable to the terminated portion of this contract, that the charges and credits explained above are fair and reasonable, and that this proposal has been prepared with knowledge that it will, or may be used by contracting officers acting on behalf of the United States as the basis of settlement with the undersigned or others.

Chief Accounting officer: _____ (Name of contractor)

_____ (Signature) By _____ (Signature)

_____ (Title) _____ (Title) _____ (Date)

W. D., A. G. O. Form No. 251
(27 April 1944)

§ 815.938 *Contractor's Own Charges Schedules—(a) Standard Form B–1; Contractor's Own Charges Schedule; Contractor's Own Charges to Date of Termination Applicable to Terminated Portion of Contract—Inventory Basis.*

[Actual size 8½" x 14"]

Form No. B–1
Read all instructions before preparing this form

Budget Bureau approval No. 49–R179
Expiration date: 31 July 1944

CONTRACTOR'S OWN CHARGES SCHEDULE

CONTRACTOR'S OWN CHARGES TO DATE OF TERMINATION APPLICABLE TO TERMINATED PORTION OF CONTRACT—INVENTORY BASIS

Supporting schedule Form A–1 (Line 1)

Name of your firm

Address (Street) (City) (State)

Check one

☐ This schedule is applicable to a prime contract with the Government.

☐ This schedule is applicable to subcontract or purchase order _____ (identify) with: _____

*Insert name and address of contractor from whom you received Notice of Termination.

Effective date of termination	Government contract No.	Government agency	Items contracted for

SUMMARY

	Amount	Do not use this column
1. Raw materials, purchased parts, and supplies—per Inventory Schedule C–1—See Instruction 3	$	
2. Work in process—per Inventory Schedule C–2 and Schedule B–1–a—See Instruction 3		
3. Jigs, tools, dies, fixtures, etc.—per Inventory Schedule C–3—See Instruction 3		
4. General and administrative expenses—per Schedule B–1–b		
5. Other costs—per Schedule B–1–c—See Instruction 4		
6. Total costs	$	
7. Profit, if any—per Schedule B–1–d—See Instruction 5		
8. Total	$	

NOTE: The paper on which this form is printed can be used for reproduction by liquid process duplicating machines.

CERTIFICATE

The undersigned certifies that, to the best of its knowledge and belief, the summary of charges and supporting schedules and explanations have been prepared from the books of account and records of the undersigned in accordance with recognized commercial accounting practices; that they include only those charges allocable to the terminated portion of this contract; that the charges as stated are fair and reasonable; and that they have been prepared with knowledge that they will, or may, be used by contracting officers acting on behalf of the United States as the basis of settlement with the undersigned or with others.

Chief Accounting Officer: _____ (Name of contractor)

_____ (Signature) By _____ (Signature)

_____ (Title) _____ (Title)

_____ (Date)

Schedule No. B–1–a — INDIRECT FACTORY EXPENSES IN WORK IN PROCESS

In the space provided on reverse, or on an attached sheet, show in a manner conforming to the contractor's accounting system:

(1) Composition of Indirect Factory Expenses Before Allocation to Inventory. Show beginning and ending date of period used.

(2) Description of Bases Used in Allocating the Above Indirect Factory Expenses to the Inventory.

(3) Calculation, to the extent practicable, of Indirect Factory Expenses Applicable to Inventory in Accordance with Bases Indicated in (2).

CONTRACTOR'S OWN CHARGES SCHEDULE—Continued

Schedule No. B–1–b — GENERAL AND ADMINISTRATIVE EXPENSES

In the space provided on reverse, or on an attached sheet, show information relating to General and Administrative Expense of the same type as is required in Schedule B–1–a, above.

FINISHED UNIT INFORMATION

	Number of units		Total Amount
Total per contract			$
Less: Units shipped and billed		$	
Units to be shipped and billed			
Total billed or to be billed		$	
Units completed but not billed, if any (Line 14 of Form A–1)			$
Units covered by termination notice			$

INFORMATION REGARDING RENEGOTIATION

Were you renegotiated for last fiscal year? .....

If so, by what Government agency? .....

Were costs included for purposes of renegotiation in that period excluded from the above Summary? .....

If not, explain items not excluded .....

W. D., A. G. O. Form No. 245
18 April 1944

Schedule No. B–1–c — OTHER COSTS

Item	Explanation	Amount	Do not use this column

Schedule No. B–1–d — PROFIT, IF ANY

	Do not use this column

Use this space for information required in Schedules B–1–a and B–1–b or for other purposes

INSTRUCTIONS

1. This Form No. B–1 is to be prepared as soon as all cost information on inventory schedules can be completed.

2. When schedules provided are too small, attach other schedules following the same form.

3. Inventories listed on lines 1, 2, and 3 should be supported by the "Contractor's Schedule" copy of inventory schedules. Where cost information was not available at the time "Property Disposition" copies of the inventories were filed, such cost information must be subsequently listed on the "Contractor's Schedule" copy.

4. Include in Other Costs (Line 5 of Summary and Schedule B–1–c) all costs to date of termination applicable to uncompleted portion of contract not previously included. Where costs are included for loss of useful value of production equipment or facilities of the type specified in Section 1 (*f*) of the Statement of Principles for Determination of Costs Upon Termination of Government Fixed Price Supply Contracts, attach a statement explaining the determination of the charges.

5. In Schedule B–1–d, show the bases and computation of any profit included on line 7 of the summary.

General Instructions for preparation of Settlement Proposals and for the use of these forms should be procured from the Government representative or contractor from whom the Termination Notice was received.

(b) *Standard Form B–2; Contractor's Own Charges Schedule; Contractor's Own Charges to Date of Termination Applicable to Terminated Portion of Contract—Total Cost Basis.*

[Actual size 8½" x 14"]

Form No. B–2
Read all instructions before preparing this form

CONTRACTOR'S OWN CHARGES SCHEDULE
CONTRACTOR'S OWN CHARGES TO DATE OF TERMINATION APPLICABLE TO TERMINATED PORTION OF CONTRACT—TOTAL COST BASIS

Budget Bureau approval No. 49–R178
Expiration date: 31 July 1944

Supporting Schedule Form A–1 (Line 1)

Name of your firm

Address (Street) (City) (State)

Check one

☐ This schedule is applicable to a prime contract with the Government.

☐ This schedule is applicable to subcontract or purchase order _____ (identify) with: _____

*Insert name and address of contractor from whom you received Notice of Termination.

Effective date of termination	Government Contract No.	Government agency	Items contracted for

SUMMARY

	Amount	Do not use this column
1. Direct materials—See Instruction 5	$	
2. Direct labor		
3. Indirect factory expenses—per Schedule B–2–a		
4. General and administrative expenses—per Schedule B–2–b		
5. Other charges—per Schedule B–2–c—See Instruction 3		
6. Total of contractor's own costs	$	
7. Profit, if any—per Schedule B–2–d—See Instruction 4		
8. Total—costs plus profit, if any	$	
9. Less: Total finished units billed or to be billed		
10. Amount of charges	$	

NOTE: The paper on which this form is printed can be used for reproduction by liquid process duplicating machines.

CERTIFICATE

The undersigned certifies that, to the best of its knowledge and belief, the summary of charges and supporting schedules and explanations have been prepared from the books of account and records of the undersigned in accordance with recognized commercial accounting practices; that they include only those charges allocable to this contract; that the charges as stated are fair and reasonable; and that they have been prepared with knowledge that they will, or may, be used by contracting officers acting on behalf of the United States as the basis of settlement with the undersigned or with others.

Chief accounting officer: _____ (Name of contractor)

_____ (Signature) By _____ (Signature)

_____ (Title) _____ (Title)

_____ (Date)

Schedule No. B–2–a — INDIRECT FACTORY EXPENSES

In the space provided on reverse, or on an attached sheet, show in a manner conforming to the contractor's accounting system:

(1) Composition of Indirect Factory Expenses Before Allocation to Contract. Show beginning and ending date of period used.

(2) Description of Bases Used in Allocating the Above Indirect Factory Expenses to the Contract.

(3) Calculation, to the Extent Practicable, of Indirect Factory Expenses Applicable to the Contract in Accordance with Bases Indicated in (2).

CONTRACTOR'S OWN CHARGES SCHEDULE—Continued

Schedule No. B–2–b GENERAL AND ADMINISTRATIVE EXPENSES

In the space provided on reverse, or on an attached sheet, show information relating to General and Administrative Expense of the same type as is required in Schedule B–2–a, above.

FINISHED UNIT INFORMATION	Number of Units	Total Amount
Total per contract		$
Less: Units shipped and billed		$
Units to be shipped and billed		
Total billed or to be billed (Line 9 of Summary)		$
Units completed but not billed, if any		$
Units covered by termination notice		$

INFORMATION REGARDING RENEGOTIATION

Were you renegotiated for last fiscal year?

If so, by what Government agency?

Were costs and sales included for purposes of renegotiation in that period excluded from summary?

If not, explain items not excluded

W. D., A. G. O. Form No. 246
18 April 1944

Schedule No. B–2–c OTHER CHARGES

Item	Explanation	Column	Do not use this column

Schedule No. B–2–d PROFIT, IF ANY

Do not use this column

Use this space for information required in Schedules B–2–a and B–2–b or for other purposes

INSTRUCTIONS

1. This Form No. B–2 is to be prepared as soon as information as to total contract cost can be completed.

2. Where schedules provided are too small, attach other schedules following the same form.

3. Include in Other Charges (Line 5 of Summary and Schedule B–2–c) all other charges applicable to the contract not previously included. Where costs are included for loss of useful value of production equipment or facilities of the type specified in Section 1 (f) of the Statement of Principles for Determination of Costs Upon Termination of Government Fixed Price Supply Contracts, attach a statement explaining the determination of the charges.

4. In Schedule No. B–2–d, show the bases and computation of any profit included in line 7 of the summary.

5. While the "Contractor's Own Charges Schedule" copies of the Inventory Schedules C–1, C–2, and C–3 do not constitute the basis for the proposed settlement under the total cost basis, this Form B–2 should be supported by those inventory schedules. In the case of Inventory Schedule C–1, the inventory should be priced. In the case of Inventory Schedules C–2 and C–3, the inventory should be priced to the extent practicable.

General Instructions for preparation of Settlement Proposals and for the use of these forms should be procured from the Government representative or contractor from whom the Termination Notice was received.

§ 815.939 *Inventory Schedules*—(a) *Standard Form C–1; Inventory Schedule; Inventory Applicable to Uncompleted Portion of Terminated Contract—Raw Materials, Purchased Parts, and Supplies.*

Form No. C–1
This inventory schedule is to be used for
☐ Property disposition
☐ Contractor's own charges schedule (Forms B–1 or B–2)
☐ Contractor's settlement proposal (Form A–1)

Budget Bureau approval No. 49–R185.
Expiration date: 31 July 1944.

Page ____ of ____ Pages

INVENTORY SCHEDULE

Inventory applicable to uncompleted portion of terminated contract

RAW MATERIALS, PURCHASED PARTS, AND SUPPLIES

Owned by Contractor ☐ Government ☐

Read instructions before preparing this schedule

General instructions for preparation of settlement proposals and for the use of these forms with special instructions for description of inventory should be procured form the Government representative or contractor from whom the Termination Notice was received.

Check one
☐ This inventory is applicable to a prime contract with the Government.
☐ This inventory is applicable to Subcontract or Purchase Order ____ (Identify), with:
____
(Name and address of contractor from whom you received notice of termination)

Name of your firm:
Address:
Location of plant:
Classification of property on this page:

Date of inventory ____ Government contract No. ____ Government agency ____

Line No.	Description Furnish same information you would give supplier if you were ordering this material or part, include principal vendor's name and catalog number for parts, where practicable. (See special instructions for discription of inventory)	Quantity on hand	Unit (pounds, feet, gallons, etc.)	Estimated weight (total)	Cost		Property disposal information							
					Unit	Total	Recommended disposal	OPA ceiling or market price if practicable	Contractor's offer		Disposal credits		Quantity remaining (col. 3 minus col. 12	This column not to be used by contractor
									Quantity	Amount (total)	Quantity	Amount of proceeds or credits		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

W. D., A. G. O. Form No. 247
18 April 1944

[Actual size 8½" x 14"]

NOTE: The paper on which this form is printed can be used for reproduction by liquid process duplicating machines.

INSTRUCTIONS

1. *Preparation of schedule.* The number of copies to be prepared will be specified by the Government representative or contractor from whom the Termination Notice was received. Columns 1 through 11 should be filled in immediately on all copies to the extent practicable without unduly delaying submission of the inventory schedule. Columns 6 and 7 will not be filled in for Government-owned property. The inventory schedules will be used for the following purposes:

Property disposition copies are to be mailed to the Government representative named in the Termination Notice (if you are a prime contractor), or to the contractor from whom you received Notice of Termination (if you are a subcontractor) as soon as the inventory information has been entered.

Contractor's own charges schedule copy is to accompany your charge schedule (Form B–1 or B–2). It will not be necessary to prepare this copy for Government-owned property.

Contractor's settlement proposal copies, one of which is the original, will accompany your Contractor's Settlement proposal (Form A–1). By this time, such inventory as will be disposed of by your firm will have been sold, retained, or otherwise disposed of and the disposal information entered in columns 12 and 13 as provided in the columnar instructions.

Contractor's file copy should be maintained for your records showing the same information as the original.

CERTIFICATE

This is to certify that the inventory described on the face of this schedule consists of items properly allocable to the contract, that the quantities are not in excess of the reasonable quantitative requirements of the terminated portion of the contract, and that the offers indicated in column 11 are fair and reasonable in the opinion of the undersigned.

Individual responsible for compiling inventory data submitted in this form:

(Signature)

(Title)

(Name of contractor or subcontractor)

By (Name)

(Title)

(Date)

COLUMNAR INSTRUCTIONS

Column 1—Line number. Number each entry in sequence. This will facilitate necessary references in case of adjustments, disposal actions, etc.

Column 2—Description. Specific instructions as to the method of listing, and the detail of description will be furnished by the Government representative or contractor from whom the Termination Notice was received.

Columns 6 and 7—Unit and total costs. An explanation of your method of computing costs should be attached to the original and to the copy accompanying your cost statement. This explanation should cover your treatment of transportation and discounts, and should also explain whether "first-in-first-out" or some other method is used.

Column 8—Recommended disposal. Whenever practicable, give your recommendation for disposal of those items you do not wish to retain. Use following code:

D—Sell to distributors.
M—Sell to manufacturers.
P—Public sale on bids.
W—Sell to other war contractors (name on attached statement).
V—Sell to original vendor.
S—Scrap (reasons to be set forth on attached statement).
X—Other recommended method. (Explain on attached statement referring to proper item number.)

Recommendation should represent your opinion of the method which will move the property with greatest speed consistent with the best interest of the Government as to price and other appropriate factors.

Column 9—Enter OPA ceiling or market price per unit if practicable. If ceiling price is used, indicate by letter "c" before price, thus "c12.50."

Columns 10 and 11—Contractor's offer. Any offer for inventory for an amount less than your cost must be explained on an attached statement. Such explanations should include reference to line number and page number to facilitate identification.

Columns 12 and 13—Disposal credits. Materials retained, returned to supplier, or otherwise disposed of. These credits are to be recorded on the copy of this schedule which is submitted with the Contractor's Settlement Proposal (Form A–1), and on the Contractor's File Copy.

(b) *Standard Form C–2; Inventory Schedule; Inventory Applicable to Uncompleted Portion of Terminated Contract—Work in Process.*

Form No. C–2

Budget Bureau approval No. 49-R186
Expiration date: 31 July 1944.

This inventory schedule is to be used for

- ☐ Property disposition
- ☐ Contractor's own charges schedule (Forms B–1 or B–2)
- ☐ Contractor's settlement proposal (Form A–1)

Page.....of.....Pages

Name of your firm:

Address:

Location of Plant:

Classification of property on this page:

INVENTORY SCHEDULE

Inventory Applicable to Uncompleted Portion of Terminated Contract

WORK IN PROCESS

Owned by contractor ☐ Government ☐

Read Instructions Before Preparing This Schedule

General Instructions for preparation of Settlement Proposals and for the use of these forms with special instructions for description of inventory should be procured from the Government representative or contractor from whom the Termination Notice was received.

Check one
- ☐ This inventory is applicable to a prime contract with the Government.
- ☐ This inventory is applicable to Subcontract or Purchase Order.....(identify), with:

(Name and address of contractor from whom you received notice of termination)

Date of inventory..... Goverment contract No..... Government agency.....

Line No.	Description and specification (Show any information that will help a prospective purchaser) (See special instructions for description of inventory)	Quantity on hand	Estimated weight (total)	Cost data				Property disposal information							
				Material	Direct labor	Indirect factory expenses	Total factory cost	Recommended disposal	OPA ceiling or market price if practicable	Contractor's offer		Disposal credits		Quantity remaining (col. 3 minus col. 13)	This column not to be used by contractor
										Quantity	Amount (total)	Quantity	Amount of proceeds or credits		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

W. D., A. G. O. Form No. 248
18 April 1944

[Actual size 8½" x 14"]

NOTE: The paper on which this form is printed can be used for reproduction by liquid process duplicating machines.

INSTRUCTIONS

1. *Preparation of schedule.* The number of copies to be prepared will be specified by the Government representative or contractor from whom the Termination Notice was received. Columns 1 through 12 should be filled in immediately on all copies to the extent practicable without unduly delaying submission of the inventory schedule. Columns 5, 6, 7, and 8 will not be filled in for Government-owned property. The inventory schedules will be used for the following purposes:

Property disposition copies are to be mailed to the Government representative named in the Termination Notice (if you are a prime contractor), or to the contractor from whom you received Notice of Termination (if you are a subcontractor) as soon as the inventory information has been entered.

Contractor's own charges schedule copy is to accompany your charge schedule (Form B–1 or B–2). It will not be necessary to prepare this copy for Government-owned property.

Contractor's settlement proposal copies, one of which is the original, will accompany your Contractor's Settlement Proposal (Form A–1). By this time, such inventory as will be disposed of by your firm will have been sold, retained, or otherwise disposed of, and the disposal information entered in columns 13 and 14 as provided in the columnar instructions.

Contractor's file copy should be maintained for your records showing the same information as the original.

CERTIFICATE

This is to certify that the inventory described on the face of this schedule consists of items properly allocable to the contract, that the quantities are not in excess of the reasonable quantitative requirements of the terminated portion of the contract, and that the offers indicated in column 12 are fair and reasonable in the opinion of the undersigned.

Individual responsible for compiling inventory data submitted in this form:

(Signature)

(Title)

(Name of contractor or subcontractor)

By (Name)

(Title)

(Date)

COLUMNAR INSTRUCTIONS

Column 1—Line number. Number each entry in sequence. This will facilitate necessary references in case of adjustments, disposal actions, etc.

Column 2—Description. Specific instructions as to the method of listing, and the detail of description will be furnished by the Government representative or contractor from whom the Termination Notice was received.

Columns 5, 6, 7, and 8—Unit and total costs. These columns should be completed in accordance with the classification of costs indicated. However, where such a procedure is not practicable, items may be grouped for costing purposes conforming to the cost accounting procedures used by the contractor. In all cases an explanation of the contractor's method of computing costs should be attached. When the contractor cannot present the minimum cost data with accuracy and has therefore presented his charges on a total cost basis, the cost data should be completed to the greatest extent practicable.

Column 9—Recommended disposal. Whenever practicable give your recommendation for disposal of those items you do not wish to retain. Use following code:

D—Sell to distributors.
M—Sell to manufacturers.
P—Public sale on bids.
W—Sell to other war contractors (name on attached statement).
V—Sell to original vendor.
S—Scrap (reasons to be set forth on attached statement).
X—Other recommended method. (Explain on attached statement referring to proper item number.)

Recommendations should represent your opinion of the method which will move the property with greatest speed consistent with the best interest of the Government as to price and other appropriate factors.

Column 10—Enter OPA ceiling or market price per unit if practicable. If ceiling price is used, indicate by letter "c" before price, thus "c12.50."

Columns 11 and 12—Contractor's offer. Any offer for inventory for any amount less than your cost must be explained on an attached statement. Such explanations should include reference to line number and page number to facilitate identification.

Columns 13 and 14—Disposal credits. Materials retained or otherwise disposed of. These credits are to be recorded on the copy of this schedule which is submitted with the Contractor's Settlement Proposal (Form A–1), and on the Contractor's File Copy.

(c) *Standard Form C–3; Inventory Schedule; Inventory Applicable to Uncompleted Portion of Terminated Contract—Jigs, Tools, Dies, Fixtures, Etc.*

Form No. C–3

Budget Bureau approval No. 49–R187
Expiration date: 31 July 1944.

This inventory schedule is to be used for

- ☐ Property disposition
- ☐ Contractor's own charges schedule (Forms B–1 or B–2)
- ☐ Contractor's settlement proposal (Form A–1)

Page .... of .... Pages

Name of your firm:

Address:

Location of plant:

Classification of property on this page:

INVENTORY SCHEDULE

Inventory applicable to uncompleted portion of terminated contract

JIGS, TOOLS, DIES, FIXTURES, ETC.

Owned by contractor ☐ Government ☐

Read Instructions Before Preparing This Schedule

General Instructions for preparation of Settlement Proposals and for the use of these forms with special instructions for description of inventory should be procured from the Government representative or contractor from whom the Termination Notice was received.

Check one
- ☐ This inventory is applicable to a prime contract with the Government.
- ☐ This inventory is applicable to Subcontract or Purchase Order.....(identify), with:

(Name and address of contractor from whom you received notice of termination)

Date of inventory..... Government contract No..... Government agency.....

Line No.	Description Furnish same information you would give if you were ordering this equipment. Where possible, include vendor's name, catalog number, and serial number (See special instructions for description of inventory)	Quantity on hand	Estimated weight (total)	Cost		Cost applicable to this contract		Property disposal information							
				Unit cost	Total cost	Amount of cost Applicable	Unmerchantised cost	Recommended disposal	OPA ceiling or market price if practicable	Contractor's offer		Disposal credits		Quantity remaining (col. 3 minus col. 13)	This column not to be used by contractor
										Quantity	Amount (total)	Quantity	Amount of proceeds or credits		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

W. D., A. G. O. Form No. 249
18 April 1944

[Actual size 8½ x 14"]

NOTE: The paper on which this form is printed can be used for reproduction by liquid process duplicating machines.

INSTRUCTIONS

1. *Preparation of schedule.*—The number of copies to be prepared will be specified by the Government representative or contractor from whom the Termination Notice was received. Columns 1 through 12 should be filled in immediately on all copies to the extent practicable without unduly delaying submission of the inventory schedule. Columns 5, 6, 7, and 8 will not be filled in for Government-owned property. The inventory schedules will be used for the following purposes:

Property disposition copies are to be mailed to the Government representative named in the Termination Notice (if you are a prime contractor), or to the contractor from whom you received Notice of Termination (if you are a subcontractor) as soon as the inventory information has been entered.

Contractor's own charges schedule copy is to accompany your charge schedule (Form B–1 or B–2). It will not be necessary to prepare this copy for Government-owned property.

Contractor's settlement proposal copies, one of which is the original, will accompany your Contractor's Settlement Proposal (Form A–1). By this time, such inventory as will be disposed of by your firm will have been sold, retained, or otherwise disposed of, and the disposal information entered in columns 13 and 14 as provided in the columnar instructions.

Contractor's file copy should be maintained for your records showing the same information as the original.

CERTIFICATE

This is to certify that the inventory described on the face of this schedule consists of items properly allocable to the contract, that the quantities are not in excess of the reasonable quantitative requirements of the terminated portion of the contract, and that the offers indicated in column 12 are fair and reasonable in the opinion of the undersigned.

Individual responsible for compiling inventory data submitted in this form:

(Signature)

(Title)

(Name of contractor or subcontractor)

By (Name)

(Title)

(Date)

COLUMNAR INSTRUCTIONS

Column 1—Line number. Number each entry in sequence. This will facilitate necessary references in case of adjustments, disposal actions, etc.

Column 2—Description. Specific instructions as to the method of listing, and the detail of description will be furnished by the Government representative or contractor from whom the Termination Notice was received.

Columns 5 and 6—Unit and total costs. In these columns show the costs of acquisition or manufacture. An explanation of your method of computing costs should be attached.

Columns 7 and 8—Costs applicable to this contract. An explanation should be attached of the bases used and calculations made as shown in these columns. When columns 6 and 7 show different amounts, the contractor should show the extent to which amounts applicable to other work have been amortized as of the date of termination of this contract.

Column 9—Recommended disposal. Whenever practicable give your recommendation for disposal of those items you do not wish to retain. Use following code:

D—Sell to distributors.
M—Sell to manufacturers.
P—Public sale on bids.
W—Sell to other war contractors (name on attached statement.)
V—Sell to original vendor.
S—Scrap. (Reasons to be set forth on attached statement.)
X—Other recommended method. (Explain on attached statement referring to proper item number.)

Recommendations should represent your opinion of the method which will move the property with greatest speed consistent with the best interest of the Government as to price and other appropriate factors.

Column 10—Enter OPA ceiling or market price per unit if practicable. If ceiling price is used, indicate by letter "c" before price, thus "c12.50."

Columns 11 and 12—Contractor's offer. An offer for property at less than unamortized cost must be explained on an attached statement. Such explanations should include reference to line number and page number to facilitate identification.

Columns 13 and 14—Disposal credits. Where offers made in columns 11 and 12 have resulted in disposals, the credits are to be recorded on the copy of this schedule which is submitted with the Contractor's Settlement Proposal (Form A–1), and on the Contractor's File Copy.

(d) *Special instructions applicable to forms C–1, C–2, and C–3.* Special in-

structions for forms C–1, C–2, and C–3 are as follows:

Textile basic manufactures.
Food and beverage basic materials.
Oils, fats, waxes, and derivatives, animal and vegetable.
Chemical basic materials.
Rubber basic materials.
Leather basic materials.
Paper basic materials.
Wood basic materials.
Stone and clay basic materials.
Metal basic materials.
Power generating machinery.
Agricultural machinery and implements.
Metal working machinery.
Special industry machinery.
General industrial machinery.
Office machines.
Service industry machines.
Electrical machinery, apparatus, and supplies.
Transportation equipment.
Professional, scientific, and controlling instruments.
Photographic apparatus.
Miscellaneous manufactured articles.
Subassemblies and which have been manufactured in the contractor's own plant.

JIGS, TOOLS, DIES, FIXTURES, ETC. (SCHEDULE C–3)

You will notify the undersigned on making shipment in accordance with this instruction.

JOHN DOE

by and between the United States of America (hereinafter referred to as the Government), represented by the Contracting Officer executing this contract and _____

scribed in Article 2 hereof beginning on _____, until this contract shall be terminated by either party hereto giving to the other 30 days' previous notice in writ-

structions for forms C–1, C–2, and C–3 are as follows:

[Actual size 8½" x 14"]

APPENDIX A—SPECIAL INSTRUCTIONS FOR DESCRIPTION OF INVENTORY UNDER COLUMN 2 OF STANDARD CONTRACT TERMINATION INVENTORY SCHEDULES (FORMS C–1, C–2, AND C–3)

GENERAL INSTRUCTIONS

The inventory schedules provided in Form C–1, C–2, and C–3 are intended to assist contractors and property disposal officers in valuing and disposing of property resulting from contract terminations, as well as for the purpose of arriving at the settlement amount.

It is therefore essential that the inventory be classified in general groupings as outlined in these supplementary instructions. The instructions should be carefully studied before inventory lists are prepared and followed to the extent practicable with each contract termination inventory.

OFFERS BY CONTRACTORS

It will greatly facilitate final settlement if that part of the listed property which the contractor is prepared to purchase is segregated under the various subdivisions of the property lists.

CONDITION OF EQUIPMENT

The condition of equipment listed on Schedule C–3, and of any property listed in Schedule C–1 or C–2 which is other than new and excellent, should be indicated, using the following condition codes:

N—New.
E—Used—reconditioned.
O—Used—usable without repairs.
R—Used—repairs required.
1—Excellent.
2—Good.
3—Fair.
4—Poor.

For salvage show only "X" and no number: X—means Salvage—Obsolete Property (no further value for use as originally intended).

Except in case of salvage, a "letter-number" combination must always be used to describe condition. Examples: N2—New and in good condition; R3—Used, repair required, general condition fair.

CLASSIFICATION OF PROPERTY

Specific instructions as to the classification of property listed on each of the three schedules, C–1, C–2, and C–3 are included in the following paragraphs.

RAW MATERIALS, PURCHASED PARTS, AND SUPPLIES (SCHEDULE C–1)

1. Purchased parts and components identified with a particular assembly may be listed together under the group heading in which the assembly would normally fall, not withstanding the fact that they are standard parts or common components which would otherwise be included under the group headings listed below.

2. With the exception of the above, items should be listed under the following group headings. The group headings should be shown at the top of each group listing. A new page should be started for each group; or, in the case of small inventories, groups may be separated by extra space.

Crude animal and vegetable products, edible.
Crude animal and vegetable products, inedible.
Fibers, vegetable and animal, unmanufactured.
Leather.
Boot and shoe cut stock and findings.
Wood basic materials.
Pulp, paper, and paperboard.
Textile basic manufactures.
Food and beverage basic materials.
Oils, fats, waxes, and derivatives, animal and vegetable.
Petroleum and coal products, except raw materials for chemical industries.
Chemicals.
Paints, varnishes, lacquers, japans, thinners, pigments, driers, fillers, and related products.
Iron and steel, including pigs, ingots, castings and forgings (before machining), plates, sheets, strips, bars, structural shapes, piling, rails, tubular products, wire, and other shapes and forms.
Copper and copper-base alloy basic shapes and forms.
Aluminum and aluminum-base alloy basic shapes and forms.
Magnesium and magnesium-base alloy basic shapes and forms.
Other nonferrous basic shapes and forms.
Fabricated metal basic products, including basic hardware, wire products, insulated wire and cable, stamped, pressed, and perforated metal basic products.
Nonmetallic mineral basic products, including natural stone products, clay products, glass basic products, hydraulic cements, concrete products, gypsum products, pottery basic products, mineral wool basic products, abrasive basic products, asbestos basic products, graphite and carbon products, mica and refractories.
Raw materials not classified above.
Mechanical common components, including engines, pumps, power-transmission equipment, bearings, valves and steam specialties, lubrication equipment (i. e., standard components that can be used in more than one product).
Electrical common components, including motors, controls, switches, wiring devices, lamps (i. e., standard components that can be used in more than one product).
Noncommon components, parts, equipment, and accessories (i. e., components that can be used only in the particular industry in which any given product falls). For example, if the product is motor vehicle, the group heading should read "Motor Vehicle Noncommon Components" and should include automotive engines, tires, etc. If the product is aircraft, the group heading would read "Aircraft Noncommon Components" and should include aircraft hardware, aircraft electrical fittings, etc.).
Containers and closures.
Purchased parts and supplies not classified above.

WORK IN PROCESS (SCHEDULE C–2)

Property should be segregated into groups of similar items; for instance, component parts of a particular subassembly should be grouped together, completed subassemblies should be shown in the same group, partially fabricated items of the same general type should be listed together. Appropriate headings should be used for the different groups so that a prospective buyer may readily locate the type of property in which he is interested. Whenever practicable, the group headings set forth for Schedule C–1 should be used for this purpose.

Parts fabricated by the contractor should be included in the Inventory Schedule C–2 for Work in Process to the extent practicable. Where such parts are not easily segregated by the contractor from similar items of purchased parts, it is permissible to include them with purchased parts in Inventory Schedule C–1 for "Raw Materials, Purchased Parts, and Supplies." The term "Manufactured Parts" is intended to represent completely fabricated units which are identifiable as piece parts or subassemblies and which have been manufactured in the contractor's own plant.

JIGS, TOOLS, DIES, FIXTURES, ETC. (SCHEDULE C–3)

Items should be listed under the following group headings. The group headings should be shown at the top of each group listing. A new page should be started for each group; or, in the case of small inventories, groups may be separated by extra space:

Gages and precision measuring instruments.
Perishable tools.
Jigs, dies, and fixtures.

LARGER ITEMS OF PRODUCTION EQUIPMENT UNDER SCHEDULE C–3

This form should also prove satisfactory for the listing of major items of production equipment for property disposal, particularly Government-furnished production equipment. When used for such purposes, items should be listed under the following group headings (attachments, accessories, and auxiliaries should be included with the major item of equipment to which they pertain):

General-purpose industrial machinery and equipment, including engines and turbines, compressors and pumps, conveyors, cranes, derricks, hoists and winches, industrial trucks, trailers, tractors, and stackers, and fan and blower equipment.
Electrical machinery and apparatus, including rotating equipment, transmission and distribution equipment, motor starters and controllers.
Special industry machinery (machinery for industries requiring specialized machines).
Metal-working machinery, including machine tools, primary and secondary metal forming and cutting machinery and equipment.
Office machines.
Motor vehicles.
Furniture and fixtures.
Miscellaneous machinery and equipment.

NOTE: In order to assist in classifying property as specified above, it is expected that a supplement will be issued at an early date setting forth alphabetically some 1,500 items and types of property frequently encountered in contract terminations, and indicating under which of the classifications specified in these Supplementary Instructions particular property should be listed. The Standard Commodity Classification Number for each item and type will also be indicated.

Inventory Forms

§ 815.946 *Form of order requesting delivery of and transfer of title to property to the Government.* Substantially the following form may be used (see § 815.367) to authorize or direct the delivery of property, and the transfer of title thereto, to the Government:

XYZ CORPORATION,
New York, New York.

GENTLEMEN: Pursuant to paragraph (a) of Article _____ (Termination for the Convenience of the Government) of Contract No. _____, you are hereby authorized and directed *to transfer to the Government title to the property hereinafter mentioned and*[1] to make delivery of the property hereinafter mentioned F. O. B. _____ on or before _____ 194__ consigned to _____ (address) _____:

Material	Your Inventory Page and Item

[1] Italicized words may be omitted if title has already been delivered to the Government.

You will notify the undersigned on making shipment in accordance with this instruction.

JOHN DOE
Major, A. C.
Contracting Officer.

§ 815.947 *Form of approval for sale, return or retention of materials.* The following form may be used to authorize and, with appropriate modifications, to ratify the sale, return or retention of materials or other items, pursuant to § 815.350 (c).

XYZ CORPORATION,
New York, New York.

GENTLEMEN: Pursuant to paragraph (a) of Article _____ ("Termination for the convenience of the Government") of Contract No. _____ you are hereby authorized to { sell to _____ / return to _____ / retain for your own use } at the prices indicated therefor, the following materials or items, originally procured by you in connection with your work under said contract:

Material	*Unit Price*	*Total Price*
	Grand Total	

The above grand total will be applied in reduction of the amount ultimately agreed upon as due you on account of the termination of said contract.

JOHN DOE,
Major, A. C.
Contracting Officer.

Form With Respect to the Removal of Property From Contractor's Plants Upon Termination

§ 815.950 *Suggested form of receipt.*

The United States of America (government) hereby acknowledges receipt from _____ (contractor) of the property listed _____[1] and claimed by the contractor to be allocable to terminated war contract(s) number(s) _____ and title to which has been tendered by the contractor free and clear of all liens and encumbrances. Title has been accepted by the government in compliance with the contractor's demand that the property be removed from his plant(s) pursuant to Procurement Regulation No. 15. The execution of this receipt is without prejudice to any determination of the allocability of the property to the terminated portion(s) of said contract(s). If it is determined prior to final settlement that any of said property is not so allocable, then the government, in arriving at the amount of the final settlement will take into account either the disposal value of such property at the time of removal or the proceeds realized from the disposal of such property, or will return the property to the contractor at government expense, all at the election of the government; and after final settlement the contractor will have no claim against the government by reason of such property.

Dated _____

_____

§ 815.951 *Contract with war contractor for storage and service.*

Contract No. _____

CONTRACT WITH WAR CONTRACTOR FOR STORAGE AND SERVICE

This Contract entered into pursuant to the First War Powers Act and Executive Order No. 9001 this _____ day of _____, 194__ by and between the United States of America (hereinafter referred to as the Government), represented by the Contracting Officer executing this contract and _____

_____

[1] a corporation organized and existing under the laws of the State of _____

[1] a partnership consisting of _____

_____

[1] an individual trading as a _____

_____

of the city of _____ in the State of _____ (hereinafter called the Contractor); Witnesseth:

Whereas Contract(s) was (were) entered into between the Contractor and the Government numbered as follows: _____; and

Whereas said contract(s) provide(s) for termination of such contract(s) at the convenience (option) of the Government, and the Government has issued notice of termination thereof; and

Whereas the Contractor has submitted to the Government an inventory of property in Schedule "A" attached hereto which it certifies is allocable to the aforementioned terminated contract(s) or has been furnished to the Contractor by the Government in connection therewith and has requested that the Government take and remove said property; and

Whereas the Contractor is willing to store the property for the Government, and the Government has agreed to such storage at the Government's expense;

Now, therefore, in consideration of the mutual promises of the parties hereto, it is agreed as follows:

ARTICLE 1. *Transfer of title.* The Contractor (without prejudice to any right which the Contractor may have to compensation for such property in connection with the termination settlement of said terminated contract(s) does hereby transfer to the Government, free and clear of all liens and encumbrances, title to the property set forth in said Schedule "A", as it may from time to time be amended (hereinafter referred to as the property), which is not already Government-owned; and in furtherance thereof the Contractor agrees to furnish to the Contracting Officer such evidences of ownership and other instruments of transfer as the Contracting Officer may reasonably require; provided, however, that pursuant to Article 7 hereof and except as therein specified otherwise, the Government reserves the right to contest the allocability of any or all of the property to the terminated portion(s) of said contract(s).

ART. 2. *Services.* The Contractor agrees to perform all the services necessary in the handling, storage, and preservation of the property in the quantities and conditions set forth in said Schedule "A" for the consideration of $_____ per month.[2] The property is on the date hereof in the possession of the Contractor in the quantities and conditions set forth in said Schedule "A". With the consent of the parties Schedule "A" may be amended from time to time by the addition of other property. In the event property is so added or deliveries are made pursuant to Article 11 hereof, the compensation to be paid to the Contractor shall be equitably adjusted by mutual agreement of the parties hereto. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Article 21 (Disputes) hereof.

ART. 3. *Contract period.* (a) The Contractor agrees to perform the services described in Article 2 hereof beginning on _____, until this contract shall be terminated by either party hereto giving to the other 30 days' previous notice in writing.

(b) Storage charges are per month. Any fraction of a month shall be deemed a full month. A storage month shall extend from a date in one calendar month to, but not including, the same date of the next succeeding calendar month; but if there be no corresponding date in the next succeeding calendar month, it shall extend to and include the last day of the month. When the last day of a final storage month falls on Sunday or a legal holiday, the storage month shall be deemed to expire at midnight on the next succeeding business day.

ART. 4. *Location of storage space.* The property shall be stored at the following premises _____

ART. 5. *Inspection.* The Government reserves the right to inspect at any time the Contractor's storage space and the property stored hereunder.

ART. 6. *Segregation of property.* All the property shall be kept separate from all other property whether or not such property may, by law or by custom, be considered fungible. This does not require, however, that the property be stored in separate rooms, on different floor levels from other similar property, or in a particular space.

ART. 7. *Allocability.* (a) Except as otherwise specifically provided in this Article, as it may from time to time be amended, or in any other agreement, the Government does not concede, and may contest, the allocability of any of the property to the terminated portion(s) of said contract(s). If it is determined prior to final settlement of the terminated contract(s) that any of the property is not allocable to the terminated portion(s) thereof, then the Government, in arriving at the amount of the final settlement, will take into account either the disposal value of the property at the time of removal or the proceeds realized from the disposal of the property, or will return the property to the contractor at government expense, all at the election of the Government; and after final settlement the contractor will have no claim against the Government by reason of such removal or disposition.

(b) The parties hereto agree that the property identified as below indicated is allocable to the afore-mentioned terminated contract(s):[3]

ART. 8. *Revision of storage charges.* In the event it is determined that all or any part of the property is not allocable to the terminated portion(s) of said contract(s), the amount of consideration set forth in Article 2 hereof shall by mutual agreement of the parties hereto be revised downward retroactively to and including the month in which such property was first stored hereunder. The revised amount of consideration shall continue in effect until a subsequent revision in accordance with the terms of this Article or adjustment pursuant to Article 2 hereof. If the parties fail to agree upon the revision to be made, the dispute shall be determined as provided in Article 21 (Disputes) hereof. Any revised amount of consideration shall be embodied in a supplemental agreement to this contract. If the Contractor has already been paid for the month or months as to which the amount of consideration is revised, the Government shall be entitled to a credit on all payments thereafter due the Contractor for the excess paid; or if so ordered by the Contracting Officer, the Contractor shall immediately refund to the Government the amount of such excess.

ART. 9. *Watchmen or guards—plant protection.* In addition to the requirements for the care of the property contemplated by Ar-

[1] Delete all lines which do not apply.

NOTE: Where this contract is entered into with subcontractors, appropriate modifications and additions will be necessary in and to the "Whereas" clauses.

[2] Where practicable storage rates may be computed on a square or cubic foot basis.

[3] Delete if inapplicable.

ticle 14 hereof, the Contractor shall maintain in and about the storage space such adequate plant protective devices and shall employ such watchmen, guards and other personnel as the Contracting Officer may direct in writing, to prevent espionage, sabotage, and other malicious destruction or damage. If, pursuant to the Contracting Officer's written direction the Contractor incurs any additional expenses during the period the property is stored pursuant to this contract, the Contractor shall be paid a reasonable amount therefor. If the parties are unable to agree on an amount, the dispute shall be determined as provided in Article 21 (Disputes) hereof.

ART. 10. *Payments.* The Contractor shall submit monthly to the Contracting Officer a properly certified invoice for all accrued charges under this contract for the preceding storage month. Recognition is given to the fact that the Government fiscal year ends on 30 June. Payment for charges accruing hereunder after that date shall be contingent upon the availability of appropriations therefor.

ART. 11. *Deliveries.* Deliveries of all, or from time to time part, of the property from storage space to the Government at the storage site or to its designated carrier or transfer agent will be accomplished by the Contractor on receipt of a written order from the Government. Plus or minus tolerances of quantities and weights within reasonable limits in accordance with good commercial practice will be accepted. The Contractor shall be paid a reasonable amount for any charges for drayage to the said designated carrier or transfer agent incurred at the direction of the Contracting Officer. In the event that the parties fail to agree upon the reasonable amount to be paid for drayage charges, the dispute shall be determined as provided in Article 21 (Disputes) hereof.

ART. 12. *Waiver of lien.* It is understood and agreed that the Contractor has no warehouseman's lien on the property and will not assert any warehouseman's lien thereon.

ART. 13. *Transfer for administration.* This contract may be transferred by the Government at any time, in whole or in part, to any Government department or governmental agency for administration purposes.

ART. 14. *Liability for care of goods.* The Contractor shall be liable for any loss or injury to the property caused by his failure to exercise such care in regard to it as a reasonably careful owner of similar goods would exercise, but he shall not be liable for any loss or injury to the property which could not have been avoided by the exercise of such care.

ART. 15. *Records of government-owned property.*

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is designated as the officer to maintain the necessary property records in connection with this contract.

ART. 16. *Federal, state and local taxes.* (a) The consideration provided herein includes all applicable Federal, state and local taxes in effect at the date of this contract, except that it does not include any taxes on the property stored under this contract.

(b) If after the date of this contract the Federal Government or any state or local Government shall impose, remove or change (including any change by the removal by statute of an exemption available to the contractor for the purposes of this contract) any tax or charge upon the transportation of, storage or privilege of storing, the property, which tax or charge must be borne by the Contractor because of a specific contractual obligation or by operation of law; and, if in case of an increase in such an existing tax or the imposition of such a new tax, the Contractor has paid such tax or charge to the Federal Government or to a state or local government, or any other person; or, in case of a decrease or elimination of any such tax, and the Contractor is relieved to that extent; then the consideration named herein will be increased or decreased accordingly, and any amount due to the Contractor as a result of such change will be charged to the Government and entered on vouchers (or invoices) as a separate item: Provided, however, that the Government reserves the right to issue to the Contractor in lieu of such payment a tax exemption certificate or certificates acceptable to the Federal Government or state or local government, as the case may be. The amount of any adjustment pursuant to this paragraph (b) may be determined by a written agreement between the parties hereto. Nothing contained herein shall be construed as requiring the Government to reimburse the Contractor for any Federal, state, or local income taxes, income surtaxes or excess profits taxes or any state or local property taxes, except as provided in paragraph (c) hereof.

(c) If after the date of this contract the Contractor incurs any state or local property tax with respect to the property allocable to the aforementioned terminated contract(s), the consideration will be increased in the manner set out in paragraph (b) hereof.

(d) In the case of any state or local tax or charge which the Contractor contends is chargeable to the Government because of the provisions of this Article, or any other provision of this contract, the Contractor agrees to refrain from paying such tax or charge upon the direction of the Contracting Officer (in which event the Government will save the Contractor harmless from penalties and interest incurred through compliance with the direction of the Contracting Officer not to pay such tax); to take such steps as may be directed by the Government to cause such tax or charge to be paid under protest; to preserve, and, if so directed by the Contracting Officer, to cause to be assigned to the Government any and all rights to the abatement or refund of such tax or charge; if so requested, to permit the Government to prosecute any claim, litigation or proceeding for the refund of such tax in the name of the Contractor, and to furnish to the Government all reasonable assistance and cooperation requested by the Government in any litigation or proceeding for the recovery of such tax or charges.

ART. 17. *Eight-hour law.* (§ 803.346)

ART. 18. *Anti-discrimination.* (§ 803.325)

ART. 19. *Officials not to benefit.* (§ 803.322)

ART. 20. *Covenant against contingent fees.* (§ 803.323)

ART. 21. *Disputes.* (§ 803.326)

ART. 22. *Assignment of rights hereunder.* (§ 803.365)

ART. 23. *Definitions.* (a) The term "Secretary of War" as used herein shall include the Under Secretary of War, and the term "his duly authorized representative" shall mean any person or board authorized by the Secretary of War to act for him other than the Contracting Officer.

(b) Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative, or in the event of transfer pursuant to Article 13 hereof, the person designated as Contracting Officer by the Government department or governmental agency to which this contract is transferred.

ART. 24. *Alterations.* The following changes were made in this contract before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this contract on the day and year first above written.

THE UNITED STATES OF AMERICA

By _____

_____

(Contracting Officer)

_____

_____

(Contractor)

Witnesses as to signature of the Contractor.

(1) _____

_____

(Address)

(2) _____

_____

(Address)

NOTE: When in the opinion of the Contracting Officer the circumstances so require, special articles may be added to this contract to provide for particular methods of storing, handling or preserving the property. Such articles may specify that certain items or groups of items may be placed in outside storage or should receive special maintenance. It may also be desirable in some cases to specify particular arrangements of the property—for example, between aisles or otherwise in order to permit ready access to, and visible inspection of, each lot of property, in a particular type of stacks so as to protect property or insure maximum use of storage space; or in accordance with necessary safety requirements.

NOTE: Here follows Appendix A consisting of Directive Orders 1 to 6 of the Office of War Mobilization, set forth as paragraphs 15-1000 to 15-1006.2. This material was included for purposes of information only. See 9 F.R. 478, 2251, 5192, 5193, 6135.

[Procurement Reg. 16]

PART 816—PRIORITIES

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SUBPART A—INTRODUCTION

§ 816.1601 *General.* The priorities system is a vital control in war production. It is the means by which one program is preferred over another program when a conflict in delivery dates develops and the production of one item must be placed before that of another item. In this manner the more urgent need is given precedence over the lesser need.

§ 816.1602 *War Production Board.* Since priorities relate not only to military procurement, but also to indirect military and civilian procurement, the War Production Board has been given the primary authority to prescribe and administer the priorities system and the distribution of materials among competing claimants.

§ 816.1603 *Army and Navy Munitions Board.* The Army and Navy Munitions Board (ANMB), under delegated authority from the War Production Board, coordinates the extension of preference ratings by the Army, Navy, certain government agencies, and foreign governments.

§ 816.1604 *Scope of part.* (a) These instructions do not affect interpretations of the ANMB Priorities Directive or authorizations granted thereunder. They deal principally with procedural phases of priorities and are offered as a guide to military personnel charged with the responsibility of applying the priorities system to military procurement. Since any system of this type must have flexibility, instructions such as these cannot remain static. Therefore, provision is made for the insertion of changes, as they occur, so that the instructions will at all times correctly reflect current conditions.

(b) These instructions replace and supersede Priorities Instructions dated 18 February 1942, and Priority-Allocation Instructions numbered from 1 to 11 inclusive, all of which should be destroyed, but they do not invalidate internal operating procedures and interpretations established by the individual military agencies which are not in conflict with these instructions. Priority-Allocation Instruction No. 12 (Post Exchanges), however, remains in full force and effect.

§ 816.1605 *Clearance of instructions.* It is to be especially noted that letters of interpretation or instruction concerning priorities procedures, for general distribution within technical services, must be submitted to the Production Division, Headquarters, Army Services Forces, for approval. This is necessary in order to avoid any interpretations or instructions which are not in keeping with basic priorities procedures and which tend to depart from uniformity.

§ 816.1606 *Regulations relating to priorities.* Every officer responsible for priorities should study carefully this Regulation and the basic principles of the priorities system as set forth in:

WPB Priorities Regulation No. 1.
WPB Priorities Regulation No. 3.
WPB Priorities Regulation No. 12.
WPB Priorities Regulation No. 18.
CMP Regulation No. 3.
CMP Regulation No. 5.
WPB Directive No. 23.

Copies of the above may be obtained from a War Production Board office.

§ 816.1607 *Compliance with regulations.* The success of any plan or system is dependent upon the extent of cooperation of the various units operating under it. Therefore, it is the policy of the Army to require strict adherence to all regulations, orders, directives, and instructions issued in connection with priorities. Every authenticating official who knowingly issues or causes to be issued a preference rating certificate which is found to be improper or unauthorized, either as to form or substance, will be held strictly accountable for his actions, and the certificate will be subject to revocation.

§ 816.1608 *Special priority procedures.* Special procedures have been established for the assignment of preference ratings for procurement by and for Post Exchanges and Army Specialized Training Program.

SUBPART B—DEFINITIONS

§ 816.1610 *Definitions.* For the purpose of this part definitions set forth below are established:

"Priorities directive." The ANMB Priorities Directive is a determination of relative urgency of military programs and projects.

"Priority" is the degree of precedence given to an order or contract to obtain completion, delivery, or performance on a particular date at the expense, if necessary, of competing contracts or orders of lower priority held by the same supplier or facility.

"Preference rating" is a symbol (AA-1, AA-2, etc.) assigned to a contract, order, award, or letter of intent, to establish the degree of precedence.

"Original preference rating" is the rating assigned by a certificate or WPB preference rating order to delivery of an end item, construction of a project, or use of a facility.

"Extended preference rating" is the rating applied or used by a prime contractor or subcontractor for delivery of components or materials.

"Preference rating certificate" is the instrument by which preference ratings are assigned.

"Emergency or special rating" is a rating higher than that authorized by the ANMB Priorities Directive or WPB orders, and is granted only in special cases of utmost urgency by the ANMB or WPB.

"Prime contract" is a contract or order placed by the Army or Navy, or by an approved foreign government, directly with an individual, firm, or corporation to supply military or naval material, equipment, or facilities.

"Prime contractor" is the individual, firm or corporation with whom the Army or Navy, or an approved foreign government, has placed a prime contract.

"Subcontract" is a contract or order placed with a supplier by an individual, firm, or corporation holding a prime contract or another subcontract for material or services to be incorporated in a prime contract.

"Subcontractor" is the individual, firm, or corporation with whom a prime contractor, or another subcontractor, has placed a purchase order or subcontract for materials or services to be incorporated in a prime contract.

"Authentication" is the execution, evidenced by the signature of the duly authorized official of the contractor, of the authentication statement on Form PD–3A.

"Countersignature" is the validating of a PD–3A preference rating certificate, by the signature of a duly authorized U. S. Government Official.

"Certification" is a representation by the holder of a preference rating, endorsed upon his purchase order, by means of which he extends the rating to his supplier in accordance with the terms of Priorities and CMP Regulations.

"Material" means any commodity, equipment, accessory, part, component, assembly, or product of any kind.

"Material physically incorporated" includes all commodities, accessories, parts and assemblies, or other products which are physically or chemically incorporated in the end item. Excluded are facilities, machine tools, capital equipment and repair, maintenance, and operating supplies.

"Machine tool" means any non-portable power driven, metal working machine listed in Exhibit A of War Production Board Order E–1–b, with certain exclusions set forth in that order.

"Productive capital equipment" is capital equipment (excluding machine tools) which physically processes or otherwise acts upon or handles materials or items physically incorporated in end products, or which is necessary to operate such equipment, such as cranes, furnaces, chemical tanks, turbines, generators, and machinery.

"Construction capital equipment" is equipment which is physically used in construction of projects or which otherwise acts upon or handles material or items to be physically incorporated in a construction project; such as power shovels and concrete mixers.

"Non-productive or administrative capital equipment" is capital equipment which is necessary for the operation of the administrative side of a manufacturing plant, military installation, or for a construction project, such as office equipment, plant protective equipment, and equipment for the health and well being of employees.

"Expansion" is the creation of new facility capacity by addition to existing equipment or one or more units or the installation of equipment where none existed before.

"Replacement" is a necessary installation of a similar unit of equipment of similar size to take the place of a unit previously installed and which has become useless through wear and tear or accident and which cannot be repaired.

"Training aid or device" is defined as equipment used exclusively and directly for the training of military personnel. This does not include housing, messing, administrative, or other similar operating equipment or supplies or items of individual issue or use. It includes such items as link trainers, bombing trainers, single items of mechanical equipment (or parts thereof) of ships, planes, and ordnance.

"Army," Technical Services, Services, or Military." The terms Army, Technical Services, Services and Military, as used herein, include in all cases the Technical Services, the Army Air Forces and the Service Commands. Attention is called to § 801.108 (d) and (e) which are applicable to this part.

SUBPART C—DETERMINATION OF PREFERENCE RATINGS

§ 816.1611 *Preference ratings as strategic decisions.* The Joint Chiefs of Staff of the Army, Navy, and Air Forces periodically prepare a statement of the strategic urgencies of the various parts of the Military Program. Their decisions are based on their knowledge of the type of munitions needed for the various phases of the war. For example, weapons which can be used against the enemy are more urgent than construction projects in the continental United States.

§ 816.1612 *Army and Navy Munitions Board Priorities Directive.* The strategic decisions of the Joint Chiefs of Staff are converted into industrial preference ratings and are published as the Army and Navy Munitions Board Directive. This document becomes the basis of all preference ratings assigned by the Army, Navy, and agencies under Army and Navy Munitions Board priority jurisdiction. It is a basic instrument universally required for the operation of the military priorities system.

§ 816.1613 *Overall preference rating structure.* The ANMB Priorities Directive is incorporated into the general priorities structure established by the WPB. Consequently, ratings assigned on PD–3A certificates or military CMP allotment forms (where permitted) are directly related to preference ratings assigned under CMP and Priorities Regulations, on PD–1A Forms, and under "P", "L", "M", and "E" orders.

§ 816.1614 *Implementation of the ANMB Directive.* (a) As the ANMB Priorities Directive is a broad policy document, it is necessary to issue detailed instructions to the Services responsible for procurement. Considerable flexibility is allowed the technical services in the implementation of the Priorities Directive. Separate instructions, approved by the Production Division, Headquarters, Army Service Forces are issued from time to time by the respective services of the Army.

(b) In cases where quantitative limitations are imposed in the Priorities Directive, quarterly accounting is required. It is, therefore, customarily necessary for the offices in the field to report the dollar value of ratings assigned in the various preference rating groups under specific accounting instructions. Certain services which have programmed their preference ratings for procurement and have secured advance approval, have been relieved from accounting.

§ 816.1615 *Compliance.* (a) Since preference ratings are based on war strategy, it is imperative to comply strictly with the ratings provided in the Priorities Directive. Failure to comply may easily retard vitally important programs.

(b) Compliance is also important because an incorrect rating may be extended. Extensions average 10 per contract and consequently an incorrect rating may actually result in 11 incorrect ratings. Enforcing compliance with these Instructions and with the ANMB Priorities Directive is the responsibility of the chiefs of technical services. The WPB is responsible for enforcing compliance by industry, and military personnel should report violations to WPB field offices whenever discovered.

§ 816.1616 *Preference rating structure.* (a) The current ANMB Priorities Directive and WPB documents establish the relative urgencies among programs, schedules, profits, and items of procurement as outlined below:

AAA	AA–3
AA–1	AA–4
AA–2	AA–5
AA–2X	

(b) Special means of securing higher-than-routine ratings including AAA are explained in Subpart M of this part, and application should be made through the responsible Service when such assistance is imperative.

SUBPART D—USE OF PREFERENCE RATING CERTIFICATE, FORM PD–3A

§ 816.1620 *Use of Form Pd–3A.* (a) WPB Form PD–3A is used for assigning preference ratings to "military" prime contracts and is issued exclusively by the military organizations.

(b) Form PD–3A also is used to assign preference ratings to military procurement by or for designated foreign governments, both for purchases by the technical services and by the designated foreign governments.

(c) A private contractor's procurement of machine tools and all types of capital equipment may be rated by a PD–3A certificate if the equipment is necessary for the completion of a military prime contract or subcontract. However, unless military purposes will constitute the major use of the equipment, the contractor should apply for a rating to the WPB on a PD–1A or other appropriate form. The PD–1A certificate is the civilian counterpart of the PD–3A certificate.

(d) All correspondence dealing with Form PD–3A should contain reference to the serial number of the certificate and preference rating assigned, also the contract number or purchase order number, as well as the name of the service concerned.

§ 816.1621 *Cases where PD–3A is not applicable.* Where an item is covered by a WPB Limitation Order which specifically states that a special form (other than the PD–3A will be used) the appropriate WPB form should be completed. Before issuing a PD–3A certificate for capital equipment, it is the responsibility of the purchasing and contracting officer or countersigning official to ascertain whether or not the equipment being procured is subject to any of the "L" or "M" order provisions, also to determine whether or not a PD–3A certificate may be used. WPB orders are described in Subpart O. A list of WPB Orders and Forms is available in a printed publication entitled "Priorities" which may be obtained from the War Production Board, Publications Section, Washington, D. C., and which is published monthly.

§ 816.1622 *Supplies of Form PD–3A.* Supplies of Form PD–3A should be obtained from the nearest WPB Regional or District Office.

§ 816.1623 *Copies of Form PD–3A.* The countersigning officer's copy of Form PD–3A is considered the official file copy and must be retained for six months after the completion of the contract covered. The copy marked for the Army and Navy Munitions Board may be destroyed and the War Production Board copy is required only for certificates requiring approval under Directive No. 23, explained in Subpart G of this part. Copies designated for the chief of service should be promptly dispatched.

SUBPART E—PREPARATION OF PREFERENCE RATING CERTIFICATE, FORM PD–3A, FOR PRODUCTION CONTRACTS, SPOT PURCHASES, CONSTRUCTION PROJECTS, AND CAPITAL EQUIPMENT

§ 816.1628 *Preparation of Preference Rating Certificate, Form PD–3A, for production contracts, spot purchases, construction projects, and capital equipment.* The various sections of the PD–3A certificate should be completed as follows:

(a) *Government Contract No.* The complete number of the contract or purchase order for the items covered by the certificate should be given in this space. Orders placed under Treasury Procurement Schedules must include not only the order number, but the number of the TPS contract as well. Where the PD–3A is issued to cover items in a "Letter of Intent" the date of such letter, and adequate identification symbol of such letter, shall be placed in this subpart. If the space provided is not sufficient for giving information about the "Letter of Intent", a footnote should be indicated and the complete information added at the bottom of the certificate.

(b) *Issued To.* The name of the "prime contractor" with whom the Army or Navy contract was placed is inserted here. When a PD–3A is issued for capital equipment being purchased by a military prime or subcontractor the name of the purchaser of the equipment is shown.

(c) *Address.* The address must be that one of the company where the PD–3A Form will be filed and where it can be inspected, if known, otherwise the principal office of the company.

(d) *Government Agency Placing Contract.* This section must show the name and address of the Technical Service which issued the related prime contract, purchase order, or "Letter of Intent."

(e) *Required Delivery Date.* The required delivery date must be shown as indicated by the contract involved. The delivery date must be a date subsequent to the date the preference rating certificate is issued. A preference rating certificate which does not show an actual required delivery date is not valid and shall not be honored. Such terms as "at once", "as soon as possible", "immediately", etc., are not adequate. A firm shall not accept as valid a certificate which does not carry a specific required delivery date.

(f) *Quantity Each Shipment, Dollar Value Each Shipment.* The quantity and dollar value of each shipment required by the contract should be shown in sufficient detail to provide proper control.

(g) *Description.* (1) A sufficient description of the items called for in the prime contract should be made to identify the type of material being procured or service to be performed. When the certificate assigns a rating to the construction project it should be clearly described, and the machine tools and capital equipment to be installed should be itemized wherever possible. A contractor is authorized to extend a preference rating covering a construction project only for construction capital equipment specifically listed on the PD–3A certificate or on purchase orders issued subsequently when duly approved.

(2) Wherever the contract is a secret or confidential document and the inclusion of such information in the PD–3A certificate can be considered as divulging secret or confidential information, the term, "Special" should be used in the columns calling for quantity, value, and description in lieu of such information. This procedure will make unnecessary marking the certificate "Secret" or "Confidential" and will eliminate special handling and safekeeping. However, it is considered that in most instances the secret or confidential nature of a contract is in the specifications of the items called for and not in the fact that any one firm is manufacturing any specified quantity of a particular item for any particular delivery. Since the preference rating certificate will be the property only of government officials and the prime contractor, it is felt that the above procedure is adequate in most cases.

(h) *Authentication.* The authentication is designed to make Form PD–3A applicable to authorized purchases of machine tools and capital equipment, in addition to its primary purpose of rating a prime contract. When used in connection with a prime contract, this certification merely states that the information shown on the PD–3A Form is correct as it relates to the prime contract which it covers. The issuing Government Official should countersign the certificate and forward the original to the contractor except in the case of machine tools and capital equipment. The contractor, by executing the authentication, will indicate his acceptance of the rating assigned before he commences extension of the rating covered by the certificate. Only the original copy of the certificate need be manually signed. The copies should carry the typed or stamped name and address of the Government official and the date on which the countersignature was made.

(i) *Preference Rating.* The issuing Government Official will indicate herein the preference rating applicable to the contract as determined by the current Priorities Directive.

(j) *ANMB Code or Authority.* This section should make reference to the specific instrument authorizing the rating being assigned, if covered by special authority.

(k) *Urgency Standing No.* Where the certificate covers machine tools the applicable urgency standing number, if any, should be stated.

SUBPART F—RATING PRODUCTION CONTRACTS AND SPOT PURCHASES

§ 816.1631 *Definition.* All contracts which are not specifically covered in Priorities Instructions on; Construction; Capital Equipment and Machine Tools; Maintenance, Repair, and Operating Supplies; are classified for priority purposes as Production Contracts or Spot Purchases.

§ 816.1632 *Application of ratings to production contracts and spot purchases.* Ratings are applied to Production Contracts and Spot Purchases in the following ways:

(a) CMP "A" products may be rated on PD–3A certificates or on CPM allotment forms. The rating is applicable to the authorized production schedule and may be used by the contractor to secure materials (except controlled materials) and "B" products physically incorporated in the end item and necessary to execute the authorized production.

(b) CMP "B" products and all other products except "A" products, and noncontrolled materials, are rated on PD–3A certificates. Ratings assigned to nonclassified products may be used by the contractor to secure materials and products physically incorporated in the end item and necessary to carry out the production required by the contract except that manufacturers operating under Priorities Regulation 11–B may only extend the rating received from the War Production Board. A "B" product producer must extend the ratings assigned on the allotment form by which he receives materials and may not extend his customer's rating.

§ 816.1633 *Preference ratings assigned to production contracts.* Preference ratings assigned to production contracts may not be extended to secure capital equipment.

§ 816.1634 *Indefinite contracts.* Since Priorities Regulation No. 1 states that preference ratings may be assigned only to contracts bearing definite delivery dates preference ratings may not be assigned to long term contracts issued by the Army which are indeterminate as to

amount or estimated as to delivery and under which deliveries are made subject to purchase orders issued subsequently by the using activity. Preference rating certificates should be issued by the ordering officer when placing specific amounts under such contracts. In the event that this restriction results or threatens to result in undue delay in performance of a contract, application for special assistance may be made to the Production Division, Headquarters, Army Service Forces, through the chief of the technical service covered.

SUBPART G—RATING CAPITAL EQUIPMENT AND MACHINE TOOLS

§ 816.1635 *General procedure.* Army Procurement Officers are responsible for assigning preference ratings to capital equipment and machine tools purchased by the Services or by military contractors. Current military policies require careful consideration of each equipment purchase, and officers are responsible for determining that capital equipment is actually necessary and that other facilities are not available. In addition, War Production Board Directive No. 23 requires approval by WPB field offices of priority actions involving capital equipment and machine tools with specific exceptions listed below:

(a) Where the capital equipment or machine tools are to be incorporated in command construction, as defined in War Production Board Directive No. 23. This exception is limited to equipment and tools for incorporation at the time of construction and does not include subsequent replacements, repairs, or additional equipment for command construction.

(b) Where the total value of the items rated by the instrument does not exceed $500.

(c) Where the instrument is countersigned outside the forty-eight states, District of Columbia and the Dominion of Canada.

(d) In the case of emergency purchases under the circumstances specified in Directive No. 23, paragraph (d) (3).

(e) Where the equipment or tools are for use on board ship, including floating dry docks, or for use outside the forty-eight states, and the District of Columbia for military purposes. The term "Military Purposes" includes all equipment or tools furnished to military organizations for use by military personnel of any nation.

(f) Where the capital equipment is for military operations. This would include all organizational and operational equipment for use in military establishments or by military personnel. It does not include machine tools, except machine tools to be installed in mobile equipment.

(g) Administrative capital equipment.

(h) Other cases excepted by the War Production Board. This exception may be used to cover purchases classified for purposes of military security.

§ 816.1636 *Use of Form PC–20.* Where WPB approval is required, the original and three (3) copies of Form PD–3A and one copy of PC–20 for each specific type of Capital Equipment or Machine Tool will be forwarded to the WPB Field Office. Form PC–20 is not required for administrative capital equipment nor where productive equipment is to be incorporated in a project which has been approved by War Production Board or the Army on a PD–3A or WPB–617 Form on which the equipment involved was specifically listed.

§ 816.1637 *Procedures for securing approval.* Various procedures are in operation for the review and approval of applications for assigning preference ratings to capital equipment and machine tools. Since these procedures are integrated with the administrative controls of the services, special instructions will apply to the routing, and to the military and WPB approval arrangements.

§ 816.1638 *Validation of certificates.* On all preference rating certificates coming within the scope of Directive No. 23, the statement, "Approved for Issuance", signed by the appropriate WPB official, must appear. Or, where such approval statement does not appear, the following statement may be placed on the instrument by the Army representative: "Under the terms of Directive 23, this instrument is valid without WPB approval indorsement". Cases where the approval of the War Production Board need not appear on the document include those cases covered by the specified exceptions, those cases where WPB is limited to, but has failed to take action within ten days, and those cases where the WPB has approved the transaction on a document other than the original. These provisions are applicable where contracts or purchase orders bearing a delegation of authority indorsement are used in lieu of PD–3A certificates.

SUBPART H—RATING CONSTRUCTION PROJECTS

§ 816.1639 *General.* War Production Board Directive No. 23 requires that construction projects, except command construction and certain specified exceptions, may be rated only by the War Production Board. Command construction may be rated on Form PD–3A Preference Rating Certificates by Army contracting officers.

§ 816.1640 *Command construction.* Command construction may be rated on PD–3A certificates by the Army contracting and procurement officers in the field. These certificates do not require the approval of the Army and Navy Munitions Board or of the War Production Board.

(a) Command construction, as defined in Directive No. 23, consists of projects ordered built by either the Chief of Staff, U. S. Army, or the Chief of Naval Operations, U. S. Navy, viz.: air fields; military housing; alien housing; facilities for the repair of finished items of munitions; overseas or theater of operations construction; seacoast fortifications; ports and depots; camouflage and other passive defense projects (whether or not owned and operated by the Army or Navy); emergency flood control projects having a value of less than $100,000; military hospitals; maneuver, training and staging areas and proving grounds.

§ 816.1641 *Other construction.* (a) In addition to using PD–3A certificates for command construction, the Corps of Engineers may issue PD–3A certificates, under delegated authority, for all construction supervised by the Corps of Engineers which is owned, leased, or operated by the War Department.

(b) Construction other than that included in the above, may be assigned preference ratings only by the War Production Board. Applications for preference ratings should be submitted on Form WPB–617. If the application covers a project of less than $25,000 it may be rated by a War Production Board field office.

(c) Application for amendments not exceeding $10,000 to outstanding P–19–h certificates that were issued by the Army and Navy Munitions Board, will be processed by the Army and Navy Munitions Board. Applications on Form PD–200b (WPB–1548) for such amendments will not be submitted to the War Production Board, but will be submitted through military channels to the Army and Navy Munitions Board.

(d) A PD–3A certificate for command construction or a WPB–617 Form for other construction projects, may include the capital equipment and machine tools for the project and the rating may be extended to such tools or equipment where they are specifically listed on the form. The urgency standing number of all machine tools so included should be indicated where applicable.

(e) Applications for preference ratings for construction projects must be prepared in accordance with the requirements of the ANMB List of Prohibited Items for Construction dated 8 November 1943.

§ 816.1642 *Procedures for securing approval.* Various procedures are in operation for the review and approval of applications assigning preference ratings to construction projects. Since these procedures are integrated with the administrative controls of the services, special instructions issued by the service concerned will apply to the routing, and to the military and WPB approval arrangements.

SUBPART I—MAINTENANCE, REPAIR, AND OPERATING SUPPLIES

§ 816.1648 *MRO Procurement by the Army.* (a) Maintenance, repair, and operating supply items, referred to as MRO, including capital additions not exceeding $500 in value, may be assigned preference ratings by following a simplified procedure which is based on CMP Regulations 5 and 7. A preference rating may be assigned by placing on the purchase order or contract for maintenance, repair, and operating supply items, the preference rating, identification symbol, and certification statement, as follows:

AA–1–W–MRO. The use of the preference rating or symbol on this order by the undersigned as a procuring Claimant Agency is authorized under applicable CMP Regulations.

This method of rating purchases may not be used in connection with regularly programmed MRO items which are those included in the Army Supply Program and which are rated by the PD–3A procedure.

(b) The quantity limitations of paragraph f of CMP Regulation 5 are not applicable to purchases of MRO by the Army.

(c) Priorities Regulation No. 3 of the War Production Board includes a list of items to which preference ratings may not be assigned by use of the certification statement of CMP Regulation No. 5 shown above. If it is necessary to assign a rating to an item on List B of Priorities Regulation No. 3, a PD–3A certificate and an AA–1 rating as specified in the ANMB Priorities Directive may be used.

§ 816.1649 *MRO Procurement by private contractors.* All private contractors, whether they are prime contractors or subcontractors, are governed exclusively by CMP Regulation 5 in their procurement of MRO. A service may not issue a preference rating certificate to a private contractor for MRO of the private contractor.

SUBPART J—PREFERENCE RATINGS FOR CONTRACTS BY OR FOR FOREIGN GOVERNMENTS

§ 816.1652 *Cash purchases.* The Army and Navy Munitions Board is responsible for assigning priority ratings on preference rating certificate, Form PD–3A, to prime contracts of foreign governments covering items being procured by cash purchase for the direct use of the military forces of such foreign governments.

§ 816.1653 *International Aid Requisitions.* The technical services are responsible for assigning ratings on preference rating certificate, Form PD–3A, to prime contracts placed by the Technical Services as procuring agencies pursuant to approved International Aid Requisitions filed with the War Department.

SUBPART K—EXTENSION OF PREFERENCE RATINGS

§ 816.1656 *Procedure.* (a) Preference ratings, irrespective of the manner of their original acquisition or assignment, are applied or extended by indorsing on a purchase order an appropriate certification.

(b) Where, under the provisions of CMP Regulation No. 3 or CMP Regulation No. 1, the purchase order must bear an allotment number or symbol, the certification prescribed in CMP Regulation No. 3 will be used. In all other cases, except those noted in the following paragraph, the certification set forth in Priorities Regulation No. 3 will be used. CMP Regulation No. 7 provides a standard certification which may be used in place of either of the two certifications mentioned above.

(c) Certain orders of the War Production Board in the "P" series require that a special certification or preference rating be used with respect to the extension of preference ratings to specified products or materials. Also Priorities Regulation No. 9 prescribes special requirements with respect to the application of preference ratings to certain items for export. The provisions of these orders must be complied with.

§ 816.1657 *To what ratings may be extended.* (a) Ratings may be extended to: (1) Materials and parts which will be physically incorporated into material to be delivered, including commodities which are normally consumed or converted into scrap or by-products in the course of processing. (2) Material and parts necessary to restore inventory to a practical working minimum level to the extent that deliveries from it pursuant to the rating have been made.

(b) Ratings may also be extended for the use of facilities or for repair work under the circumstances prescribed in Priorities Regulation No. 3.

§ 816.1658 *Combining ratings.* (a) Any person who has received the same preference rating by different preference rating certificates or orders, or extensions, may combine these ratings and extend them to a single delivery on a single properly certified purchase order. Preference ratings of different grades whether received by the same or different preference rating certificates or orders, or extensions, may also be extended on a single purchase order. The amount of material to which each rating is extended must be shown separately or if the material involved is of such type that the supplier can determine the effect of the extension of the rating on his own production and delivery schedules, the amount may be shown on a percentage basis.

(b) Each rating extended in combination may apply to no greater quantity of materials than if the ratings were extended by a separate instrument. However, ratings of different grades may be combined and the rating of the lowest grade extended to the total.

§ 816.1659 *B Product producers.* B Product producers may not extend the ratings received with orders but must use the ratings assigned on their allotment forms.

§ 816.1660 *Copies of preference rating extensions.* Copies of purchase orders used to extend preference ratings need not be sent to the army offices involved nor to the War Production Board.

SUBPART L—RERATING PROCEDURES

§ 816.1665 *General.* (a) Priorities Regulation No. 12 covers the rerating of contracts and purchase orders. Reratings may be made upward or downward and include any change from one category to another. For example, a contract changed from AA–2X to AA–1, or from AA–1 to AA–2X comes within the scope of this regulation. Extensions may be made of upward reratings for delivery of material which will itself be delivered on a rerated delivery or physically incorporated into material to be so delivered, including material consumed or converted into scrap or by-products as the result of processing. Also reratings may be extended for material necessary to bring inventory up to a practicable working minimum whenever, as a result of delivery on the rerating, the inventory has been impaired below that minimum.

(b) When contracts are rerated downward, extensions of the new rating must be made to all uncompleted deliveries under the original contract. This must be done within five business days following the date the downward rerating is received.

§ 816.1666 *Rerating of price contracts.* Contracting procurement and inspecting officials may rerate prime contracts for supply items and construction projects only upon specific instructions from the office of the chief of the technical service. Form PDL–2102 shall be used exclusively for this purpose, including prime contracts under the jurisdiction of the Army Air Forces. "A" products may be rerated on allotment forms.

§ 816.1667 *Rerating of subcontracts.* (a) Prime contractors and subcontractors may rerate subcontracts or portions thereof either by Form PD–4Y, or by furnishing the supplier with a duplicate purchase order carrying the appropriate indorsement for the new rating as provided in Priorities Regulation No. 3, or by letter or telegram, listing the specific purchase orders, original ratings and new ratings. If the latter course is followed, such letter or telegram should be filed with the original purchase orders. The rerating shall cover only the undelivered quantities of materials specifically raised to new levels by means of the rerating certificates PDL–2102, PD–4Y, telegram, letter, or new purchase order received by the prime or subcontractor.

(b) PD–4Y is reproducible and samples may be obtained at WPB field offices. No duplicate copies of PD–4Y certificates issued by contractors are required by WPB.

§ 816.1668 *Rerating of authorized schedules under CMP allotments.* As to those "A products where no allotment is being made at the time, the rerating will be accomplished by a letter substantially in the following form: "The authorized schedule carrying allotment number ____, as shown on the (advance) allotment previously sent to you, is hereby rerated and assigned the following preference rating."

§ 816.1669 *Extensions of reratings.* A rerating of a delivery may not be extended to anything to which the original rating could not be extended such as materials for plant improvement, expansion or constructions, to machine tools or other capital equipment.

§ 816.1670 *General provisions.* (a) No person is required by reason of rerating, to terminate or interrupt a production schedule if such termination or interruption would mean a substantial loss in production: *Provided*, That rescheduling may not be delayed for more than forty days after such rerating is received.

(b) No person shall, by reason of a rerating, divert material specially produced for an order bearing a rating higher than A–2 and deliver the same under the higher rerated order if such material is completed at the time the rerating is received or is scheduled for completion within fifteen days thereafter, unless such diversion is specifically

directed by the War Production Board, or unless the new rating is AAA.

(c) Single forms of PDL–2102, or PD–4Y may be used to rerate deliveries to be made under different contracts with the same contractor and may specify different new ratings for separate deliveries to be made under the same contract.

(d) Reratings are retroactive to the effective date of the original rating.

(e) It must be emphasized that PDL–2102 and PD–4Y are not certificates covering original ratings. They are not to be used to acquire new or additional deliveries.

SUBPART M—SPECIAL RATING PROCEDURE AND SCHEDULING ASSISTANCE

§ 816.1675 *Definition.* (a) A special rating is AAA or any rating which is higher than the rating authorized in the current ANMB Priorities Directive. This higher rating is assigned only by the Recording Secretary of the WPB or by delegated authority under certain circumstances.

(b) A special rating is not to be assigned under any circumstances by contracting, procurement, and inspecting officials. Such officials should not instruct suppliers to rearrange production or delivery schedules in anticipation of the receipt of the actual special rating authorization.

§ 816.1676 *Considerations preliminary to applying for a special rating.* (a) If a special rating is granted, delay will occur in the production of some other essential items which have actually been rated as more essential by high strategic authorities. Such a sacrifice should be requested only when the interruption is small and does not entail a lengthy delay to the items which will be displaced. In many cases special rating does more than merely divert a like amount from some other project. This is because the disruption of the manufacturing schedule may drastically cut the production of the entire plant.

(b) The choke point or bottleneck should be located. Only the most directly affected contract need be investigated. It should be determined whether the inability of the supplier to deliver with the present rating is because of higher rated orders on his own books or is due to delay in securing materials or components from sub-suppliers. A special rating should only be sought for the particular items causing the delay and only for the quantity of the item necessary to alleviate the situation.

(c) Accurate, complete and up to the minute information must be furnished with respect to the orders which will be set back and the amount of delay of those orders, if the authorization is granted. In cases where order boards of suppliers are extremely complicated or consist of large numbers of small items, the maximum time lost by the displacement may be acceptable where the subject request is minute in comparison with the capacity of the industry to produce. It is essential that one of the following be clearly established:

(1) Whose orders, what programs, what items, will be delayed and to what extent?

(2) No orders be delayed over ------ days or -------- man hours.

(3) In cases of standard production items the ratio of the quantity requested to the total daily or weekly production may be given.

(d) A showing must be made that the specifications do or do not provide for approved alternates, and if they do, that all possible sources for the approved substitutes have been exhausted, with a statement of the sources contacted. For specifications on a performance basis, a similar showing must be made.

§ 816.1677 *Procedure for applying for a special rating.* (a) When it is necessary to apply for a special rating, the following procedure is applicable: All applications except those by contractors of the Army Air Forces covering "A" or "B" Products, and all other products, should be made through the office of the chief of the technical service. The application should be accompanied by WPB Form SR–1 (12–11–42) in triplicate and such additional copies as may be required by services. All information and data requested by the form should be supplied. Attention is directed to paragraphs 3, 5, 6, 8, and 9 of the form, the answers to which must be definite. The paragraph headed, "Basic Cause of Need for Rating," in addition to other causes, should show specifically the amount of delay, both in time and quantity, which will occur if the special rating is not authorized. The office of the chief of the technical service should show specifically that the granting of the special rating is necessary in order to meet the requirements in both time and quantity of the Army program involved.

(b) In the case of applications filed by contractors in the Air Programs of the Army Air Forces, the following procedure shall apply: The contractor shall fill out an ASU–16 Report of Critical Shortage. This report will then be authenticated by the AAF resident representative concerned. The report is then sent to the Army Air Forces District Procurement Office in the District in which the contractor is situated. If the shortage cannot be relieved in the District Office, the papers are forwarded to the Aircraft Scheduling Unit or to the Office of the Assistant Chief of Air Staff, M. M. & D., depending on the nature of the item. The SR–1 Form above referred to is filled out as set forth in the preceding paragraph and filed with the Special Rating Branch through the Army Air Forces Washington Office.

§ 816.1678 *Advice as to action taken on application.* (a) If, after investigation, it is decided to assign the special rating, the WPB will send a telegram in the name of the Recording Secretary to the applicant named in paragraph 1 of the SR–1 Form. This telegram will authorize the application of the special rating only to the quantities of items specified in the telegram. The applicant should be instructed to immediately extend the rating upon receipt to this supplier. Telegrams will also be sent to the supplier in cases where it appears that the war effort can be expedited by such action but in all such cases these telegrams will be addressed to the individual who is shown as fully cognizant of the facts involved.

(b) In all cases the sponsoring technical service will be advised of the action taken upon the application for special rating by an appropriate indorsement to the transmittal communication. If the application is approved a copy of the WPB telegram granting the special rating will be inclosed with the indorsement. If the application is denied or other action taken rather than authorizing the requested special rating, a complete explanation for such action will be set forth in the indorsement. The technical service will promptly notify the applicant of the action taken upon an application when the special rating is not authorized in order that any suggested action may be followed and reconsideration requested if further details can be submitted which would warrant further consideration by the Special Rating Section.

§ 816.1679 *Requests for special scheduling.* (a) Requests for scheduling assistance for items covered by General Scheduling Order M–293 or other scheduling orders which are not available on their present production schedule to meet the requirement in either time or quantity for Army Supply Program may be submitted to the WPB through the interested technical service.

(b) These applications for scheduling assistance may be submitted on the above mentioned SR–1 Form in the same manner as requests for special ratings and will be considered by the Special Rating Section to determine the urgency of the requirements.

SUBPART N—RELATION OF PRIORITIES TO MATERIAL ALLOCATION SYSTEMS

§ 816.1685. *Systems for controlling scarce materials.* (a) Systems controlling the distribution of scarce materials, like preference ratings, are an essential part of the general scheme of effecting precedence. The most important of the procedures for controlling the distribution of materials is the Controlled Materials Plan. Only a brief review of that plan can be given in this subpart and interested officers are referred to the War Production Board CMP Regulations and the instructions on CMP issued by Army Service Forces.

(b) The Controlled Materials Plan is a system for the distribution of three common denominator materials—steel, copper, and aluminum. The available supply of these materials is divided among the Claimant Agencies (Army Service Forces, Navy, Civilian Requirements, etc.) quarterly and is allotted to manufacturers by one of two methods: All products containing controlled materials are divided into two classifications. "A" and "B" Products. "B" Products are listed in the official War Production Board "B" Product List. All products containing controlled materials not found on the official "B" Product List are "A" Products. Materials are distributed for the manufacture of "A" Products in the following manner: The manufacturer upon receiving a contract for the production of "A" Products, customarily submits an application for an allotment of the controlled materials necessary to complete the contract. The procuring agency which placed the contract makes the manufacturer an allotment of controlled materials which are necesary based on the application and an analysis of a bill of material contents. In like manner, the prime contractor in placing subcontracts for "A" Product components, passes on to his subcontractor a sufficient portion of the allotment he has received to enable his subcontractors to complete their components.

(c) A manufacturer of "B" Products files with the appropriate WPB Industry Division quarterly an application for an allotment of materials necessary for the manufacture of "B" Products by the applicant during the quarter. An allotment is made to the manufacturer by the Industry Division on a CMPL–150 Form. The "B" Product manufacturer would pass on a portion of this allotment to his suppliers of "A" Product components in the same manner as a prime contractor producing "A" Products. Allotments are not made by the purchaser to manufacturers of "B" Products whether the "B" Products are end items or components of other "A" or "B" Products.

(d) A similar procedure of direct allotment is provided for construction projects and there are special procedures for certain products in which one Claimant Agency has a predominant interest, for small warehouse purchases, and for small orders. The procedure for obtaining MRO under CMP has been referred to in subpart I of this part and is covered by CMP Regulation No. 5.

(e) A preference rating is always assigned to the authorized production schedule for an "A" Product. An "A" Product manufacturer may receive his preference rating on the allotment form or on a PD-3A certificate. This preference rating is extendible by the "A" Product manufacturer to his suppliers for all materials and components necessary to carry out the authorized production schedule, except the controlled materials.

(f) The "B" Product manufacturer shows upon his CMP-4B application the preference ratings applicable to the contracts for which he is requesting an allotment of materials. He receives his preference rating or ratings on the CMPL–150 Form and these preference ratings may be extended to his suppliers. Ordinarily the preference rating assigned to the "B" Product manufacturer on the CMPL–150 Form will conform to the pattern of the ratings of the contracts held by the manufacturer. The ratings received by the B Product manufacturer from his customers may not be extended (except AAA) but the "B" Product manufacturer in making deliveries to his customers must make these deliveries in accordance with the ratings received from the customers.

§ 816.1686 *Relationship of ratings to material control systems.* (a) The effect of a preference rating with respect to contracts for "A" Products is modified by the Controlled Materials Plan to the extent that a lower rated order for an "A" Product once accepted by the manufacturer may not be displaced by a higher rated order (except AAA) subsequently placed. That is, a manufacturer may not accept a contract rated lower than AAA if deliveries on the contract would prevent him from making scheduled deliveries on a rated contract for "A" Products previously accepted by the manufacturer.

(b) Orders for controlled materials are accepted by producers of controlled materials in the order in which they are presented. Preference ratings are not applicable to such orders and are disregarded in scheduling the production and delivery of controlled materials. Controlled materials are obtainable only if orders are accompanied by allotment symbols indicating that they are part of an allotment made by an authorized agency in the manner above described.

(c) Although CMP modifies the effect of preference ratings upon the production and delivery of "A" Products and controlled materials, it does not otherwise alter the operation of the preference rating system. For example, even under CMP, preference ratings control the production and delivery of "B" Products, of products unclassified as "A" or "B" Products, and of non-controlled materials. All procuring agencies and manufacturers, including "A" Product manufacturers, are dependent upon their preference ratings to obtain these products and materials.

§ 816.1687 *Optional procedure under Priorities Regulation No. 11–B.* An optional procedure for distributing noncontrolled materials has been established by WPB Priorities Regulation No. 11–B. This regulation provides that a manufacturer of products unclassified as either "A" or "B" Products may make application to the appropriate Industry Division of the WPB on a PD-870 Form for a preference rating for specified quantities of non-controlled materials. The authorization to the manufacturer is accompanied by preference ratings which are extendible by the manufacturer to his suppliers. A manufacturer operating under Priorities Regulation No. 11–B may not extend the ratings he receives from his customers. However, the rating received with his allotment will conform to the ratings of the contracts held by him if above certain base ratings.

SUBPART O—SUMMARY OF WPB ORDERS

§ 816.1690 *Summary of WPB orders.* (a) P-Orders are Preference Rating Orders. "Blanket" Preference Rating Orders are used to avoid paperwork by assigning ratings which may be used for more than one delivery to obtain a variety of materials not specified in the assignment of the rating. A "P" Order saves time which would be required to assign hundreds of identical ratings on individual application forms (such as PD–1A or PD–3A), when it has been determined that a certain end-use should be assigned a specific rating without restriction.

(b) P-Orders are of two general types. The "open-end" type which assigns a rating to deliveries of all material required for the production of a named end-product. There is no restriction on the quantity of material which may be obtained by use of the rating and, as a rule, any person whose operations fit into the rated category may use the rating. This type of order is seldom issued. The "pre-audit" type of P-Order gives closer control. It also assigns a blanket rating, but the rating may be used only to obtain the quantity and types of material specifically authorized after proper periodic application to the War Production Board, as set forth in the P-Order.

(c) L-Orders are Limitation Orders, and like P-Orders, are economic controls which control end-product output. Unlike P-Orders (which promote production of needed end-products), the L-Orders restrict or prohibit the manufacture of less needed end-products. The most typical L-Order is a horizontal cut which limits each manufacturer of the regulated product to a certain percentage of his production during a base period (usually a pre-war year). An L-Order may prohibit or regulate manufacture, sale, purchase, delivery, acceptance of delivery, etc. L-Orders were used to stop the production and regulate the sale of automobiles, refrigerators, etc. Other L-Orders provide standardization and simplification practices, providing that certain end-products (e. g., bicycles) may be produced only in accordance with specifications set forth in the L-Order.

(d) M-Orders are material orders. They govern the distribution or use of raw materials, e. g., copper, iron and steel, lumber, paper, etc. One type of M-Order is the "Conservation Order" which provides, for example, that copper or steel may not be used in certain listed end-products. Other M-Orders are called "General Preference Orders". These exercise a great variety of controls and are difficult to classify. The following are the most usual provisions found in M-Orders: (1) A general inventory restriction and a rule that war orders must be filled first; (2) a rule that certain listed uses shall have preference in obtaining the regulated material; (3) a rule that all purchase orders must be filed with WPB and the distribution of the material held subject to close check, with perhaps the establishment of a "kitty" or reserve pool; (4) a requirement that suppliers must report their potential supply to WPB and users report their prospective demands, permitting WPB to compare the total supply with the demand; (5) a complete allocation order, providing that no person shall deliver or take delivery of the restricted material except as specifically authorized by the War Production Board.

(e) E-Orders are Equipment Orders. They are similar in principle to the M-Orders but are used to regulate the distribution of certain vital manufacturing equipment, such as machine tools.

(f) T-Orders are Transportation Orders. This type of order regulates ship-

ments of certain listed end-products, by tank cars and tank trucks. Its purpose is to prevent unnecessary cross-hauling.

(g) U-Orders are Utilities Orders. They perform the same functions as P-Orders, L-Orders, and M-Orders, in the field of "utilities," electric power, gas, water, steam, telephone, and telegraph.

(h) R-Orders are Rubber Orders and regulate the use of rubber.

(i) S-Orders are Suspension Orders. They impose specific penalties for violations of WPB orders and regulations. They may be used to stop or limit the business operations of a concern which has failed to comply with regulations issued in the interest of the war effort.

§ 816.1691 *Appeals from L, M, and R-Orders.* Relief from the restrictions of these orders may be obtained in individual cases by (a) specific WPB authorization, or (b) by appeals to WPB. The applicable L, M, and R-Orders state which or both methods may be used. Where under the second method the applicant takes an appeal to WPB involving items or material being procured to or for the account of the Army, such appeal is referred to the Army and Navy Munitions Board for a recommendation as to its military essentiality before final action is taken by WPB. The appeal is placed with WPB not by the technical service, but by the processor of the restricted material or producer of the prohibited item. To assure appropriate military review of such appeals and support, where necessary, it is important that the applicant identify the appeal as involving military procurement. In the case of a prime or subcontractor, the military prime contract involved should be identified by the appropriate symbols of the contract, Letter of Intent, or purchase order to indicate the military end item.

§ 816.1692 *Index to orders.* All WPB orders are indexed in the monthly publication, "Products and Priorities", obtainable from the War Production Board Publications Section, Washington, D. C.

SUBPART P—PREFERENCE RATINGS FOR PROCUREMENT FROM UNIT FUNDS

§ 816.1695 *Authority delegated to Special Services Division.* Authority has been granted to the Special Service Division, Headquarters, Army Service Forces, to administer, control, and redelegate to field officers authority to issue Preference Rating Certificates, War Production Board Form PD–3A, and assign thereon the applicable rating for the procurement of items being purchased with unit or similar funds.

§ 816.1696 *Procedure.* (a) Unit or similar funds are denied in AR 210–50.

(b) Preference Rating Certificates, War Production Board Form PD–3A, may be issued by field Purchasing and Contracting Officers or Special Service Officers for purchases totaling $500.00 or less without prior approval. Purchases must not be split to avoid prior approval.

(c) Before issuance of Preference Rating Certificates, War Production Board Form PD–3A, the following must be clearly established:

(1) The Commanding Officer will state in writing that the items sought are immediately necessary.

(2) The Post Quartermaster will certify that the items are not available from Quartermaster depots or supply stocks.

(d) The statements referred to in paragraph (c) above will be attached to the issuing officers' copy of Preference Rating Certificates, War Production Board Form PD–3A, and remain on file for a period of not less than six months after completion of the transaction.

(1) In instances where an item is covered by a War Production Board Limitation Order which specifically states that a form other the PD–3A will be used, the appropriate War Production Board Form must be completed and forwarded to Priorities Liaison Officer, Fiscal Branch, Special Service Division, Headquarters, Army Service Forces, which officer in turn will analyze the application and expedite its consideration by the War Production Board.

(2) The duplicate copy of all Preference Rating Certificates issued under the above authority will be forwarded to the Priorities Liaison Officer, Fiscal Branch, Special Service Division, Headquarters, Army Service Forces.

(e) On purchases involving more than $500.00 the PD–3A certificate will be accomplished in quintuplicate and all copies will be forwarded to the Priorities Liaison Officer, Fiscal Branch, Special Service Division, Headquarters, Army Service Forces, accompanied by the statements referred to above for further consideration. Preference Rating Certificates, War Production Board Form PD–3A, should be procured from the local War Production Board Office.

§ 816.1697 *Accomplishing the PD–3A Certificate and assigning the applicable rating.* The issuing officer will be responsible for the proper accomplishment of all PD–3A certificates. The issuing officer will:

(a) Place the Contract Number, Purchase Order Number, or Requisition Number in the space provided for on the form.

(b) Insert the name of the supplier in the space "Issued to."

(c) The address of the office of the supplier where original copy of PD–3A certificate will be filed.

(d) Insert "War Department", and Station in section headed Government Agency Placing Contract.

(e) Insert actual required delivery date in applicable column, such terms as "30 days", "60 days", "At Once", et cetera are not sufficient.

(f) Insert quantity and dollar value, (which may be an estimated amount if actual value is not known) and description in applicable spaces provided for on form.

(g) For purchases amounting to less than $500.00 the issuing officer will manually countersign the PD–3A certificate and insert thereunder the name of the Post or Station and the date the certificate was actually issued.

(h) On purchases amounting to more than $500.00 the certificate will not be countersigned in the field.

(i) Insert Preference Rating "AA–3" in space provided for. In no instance may a rating higher than AA–3 be assigned on Preference Rating Certificate, War Production Form PD–3A by field issuing officers.

(j) Insert in A.N.M.B. Code No. or Authority, "1st Ind. A.N.M.B. 3–30–43, JSL".

§ 816.1698 *Out-of-Line rating.* Any request for a rating higher than AA–3 required to effect delivery for purchases from unit or similar funds must be processed as follows:

(a) The certificate will be accomplished as set forth in § 816.1697, and (after countersignature as prescribed) actually tendered to the supplier. Should the supplier state he cannot make delivery on the assigned rating, have this statement confirmed by the complete accomplishment of Form SR–1, in triplicate.

(b) Form SR–1, in triplicate, obtainable from the local office of the War Production Board, should be forwarded by the issuing officer to the Special Ratings Section, Production Service Branch, Production Division, Headquarters, Army Service Forces. Information copy should be forwarded simultaneously to Priorities-Liaison Officer, Fiscal Branch, Special Service Division, Headquarters, Army Service Forces.

§ 816.1699 *Issuance of instructions.* All instructions dealing with Priorities or implementations of instructions relating to priorities on purchases from unit or similar funds must be cleared with the Priorities-Liaison Officer, Fiscal Branch, Special Service Division, Headquarters, Army Service Forces before release.

[F. R. Doc. 44–9346; Filed, June 27, 1944; 10:18 a. m.]

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FEDERAL REGISTER

THE NATIONAL ARCHIVES — LITTERA SCRIPTA MANET — 1934 — OF THE UNITED STATES

VOLUME 9 NUMBER 147

Washington, Tuesday, July 25, 1944

The President

EXECUTIVE ORDER 9458

AMENDING PARAGRAPHS 6 AND 7 OF EXECUTIVE ORDER NO. 9195 OF JULY 7, 1942, PRESCRIBING REGULATIONS RELATING TO AERIAL FLIGHTS BY PERSONNEL OF THE ARMY, NAVY, MARINE CORPS, COAST GUARD, AND NATIONAL GUARD

By virtue of and pursuant to the authority vested in me by section 20 of the act of June 10, 1922, 42 Stat. 632, as amended by section 6 of the act of July 2, 1926, 44 Stat. 782, and by section 18 of the Pay Readjustment Act of 1942, approved June 16, 1942, 56 Stat. 368, it is ordered that paragraphs 6 and 7 of Executive Order No. 9195 of July 7, 1942,[1] prescribing regulations relating to aerial flights by personnel of the Army, Navy, Marine Corps, Coast Guard, and National Guard, be, and they are hereby, amended to read as follows:

"6. Each enlisted man who is on duty with the Army Air Forces or is serving in any part of the aeronautic organization of the Navy, Marine Corps, or Coast Guard and who is a qualified aircraft pilot or observer shall be required to participate regularly and frequently in aerial flights by his commanding officer. Orders for such requirement shall remain in force until revoked by the issuing authority or by a subsequent commanding officer of the enlisted man, whether in the same or another organization, except as hereinafter provided in paragraph 12. Such orders and the revocation thereof shall be reported to the Commanding General of the Army Air Forces or to such officer or officers as he may designate for the Army, the Chief of Naval Personnel for the Navy, the Commandant of the Marine Corps for the Marine Corps, or the Commandant of the Coast Guard for the Coast Guard.

"7. Each enlisted man who is on duty with the Army Air Forces or is serving in any part of the aeronautic organization of the Navy, Marine Corps, or Coast Guard and who is not a qualified aircraft pilot or observer may be required to participate regularly and frequently in aerial flights by his commanding officer. Orders for such requirement shall remain in force until revoked by the issuing authority or by a subsequent commanding officer of the enlisted man, whether in the same or another organization, except as hereinafter provided in paragraph 12. Such orders and the revocation thereof shall be reported to the Commanding General of the Army Air Forces or to such officer or officers as he may designate for the Army, the Chief of Naval Personnel for the Navy, the Commandant of the Marine Corps for the Marine Corps, or the Commandant of the Coast Guard for the Coast Guard."

FRANKLIN D ROOSEVELT

THE WHITE HOUSE,
July 22, 1944.

[F. R. Doc. 44–11054; Filed, July 24, 1944; 11:44 a. m.]

[1] 7 F.R. 5257; 3 CFR, Cum. Supp., Title 3.

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TITLE 7—AGRICULTURE

Chapter IX—War Food Administration (Marketing Agreements and Orders)

PART 901—CALIFORNIA, OREGON, AND WASHINGTON WALNUTS

SUSPENSION OF PROVISIONS FOR HANDLING

Pursuant to the provisions of Public Act No. 10, 73d Congress, as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.), hereinafter referred to as the "act," it is hereby found and determined that the provisions of the order, as amended, regulating the handling of walnuts grown in California, Oregon, and Washington, effective pursuant to the provisions of said act, obstruct or do not tend to effectuate, during the period hereinafter stated, the declared policy of the said act.

It is, therefore, ordered, That the provisions in said order, as amended, regulating the handling of walnuts grown in

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NOTICE

The Cumulative Supplement to the Code of Federal Regulations, covering the period from June 2, 1938, through June 1, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at $3.00 per unit. The following are now available:

Book 1: Titles 1–3 (Presidential documents) with tables and index.
Book 2: Titles 4–9, with index.
Book 3: Titles 10–17, with index.
Book 4: Titles 18–25, with index.
Book 5, Part 1: Title 26, Parts 2–178.
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California, Oregon, and Washington, be, and the same hereby are, suspended, effective at 12:01 a. m., p. w. t., August 1, 1944, and such suspension shall remain effective until July 31, 1945, inclusive.

It is further ordered, That the suspension of said provisions shall not (1) affect or waive any right, duty, obligation, or liability which has arisen or which, prior to the time that the suspension becomes effective, may arise under the aforesaid provisions of the order, as amended, or (2) release or extinguish any violation of the order, as amended, which has occurred or which, prior to the time that the suspension becomes effective, may occur, or (3) affect or impair any right or remedy of the United States, the War Food Administrator, or any other person with respect to any such violation which has occurred or which, prior to the time that such suspension becomes effective, may occur.

(48 Stat. 31, 670, 673; 49 Stat. 750; 50 Stat. 246; 52 Stat. 215; 53 Stat. 784; 56 Stat. 85; 7 U.S.C. 1940 ed. 601 *et seq.*; E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued at Washington, D. C., this 22d day of July 1944.

THOMAS J. FLAVIN,
Assistant to the War Food Administrator.

[F. R. Doc. 44-10987; Filed, July 22, 1944; 3:23 p. m.]

Chapter X—War Food Administration (Production Orders)

[WFO 9, Amdt. 1]

PART 1220—FEED

LIMITATIONS ON SALE, SHIPMENT, AND INVENTORIES OF PROTEIN MEAL AND ON USE OF SOYBEAN PRODUCTS

Section 1220.2 (8 F.R. 16960, 9 F.R. 3475, 4319) is hereby amended as follows:

Paragraph (d) is amended to read:

(d) *Limitations on mixed feed manufacturers.* No mixed feed manufacturer shall use protein meal in the manufacture of mixed feeds, unless he used protein meal for such purpose prior to December 18, 1943. During the calendar year 1944, no mixed feed manufacturer shall use any quantity of protein meal in the manufacture of mixed feeds, which is in excess of the average quantity of protein meal used by him in the manufacture of mixed feeds during the calendar years 1942 and 1943, or 60 tons, whichever is greater: *Provided, however*, That, in computing the maximum quantity of protein meal which may be used by a manufacturer in the manufacture of mixed feeds under this paragraph, any urea used in the manufacture of mixed feeds during the calendar years 1942 and 1943 may be counted as protein meal at the rate of three tons of protein meal per ton of urea, and any urea used in the manufacture of mixed feeds after July 1, 1944, shall be counted as protein meal at such rate: *Provided, further*, That, in computing the maximum quantity of protein meal which may be used by a manufacturer in the manufacture of mixed feeds under this paragraph, any protein meal used during the calendar quarter beginning July 1, 1944, in the manufacture of cubes or pellets containing not less than 30 percent protein for the feeding of cattle or sheep on the range, which is in excess of the average quantity of protein meal used for such purpose during the corresponding quarters of the years 1942 and 1943, need not be taken into account. Whenever he deems it necessary to the orderly distribution of protein meal, the Director may limit the quantity of protein meal which any mixed feed manufacturer may use in the manufacture of mixed feeds during any part of the calendar year.

Paragraph (g) is amended to read:

(g) *Inventory limitations.* (1) No person shall accept delivery of any protein meal which, together with his inventory of protein meal, would exceed the total tonnage of protein meal needed by such person to fill his manufacturing, sales or feeding requirements, as follows:

(i) Season's requirements for fish meal; and

(ii) Ninety days' requirements for all other protein meal;

Except that: (a) Any handler or mixed feed manufacturer may accept delivery of a single carload lot (as determined under regulations of the Office of Defense Transportation) of any protein meal if individual deliveries of carload lots are not made more frequently than similar deliveries to such person in the past;

(b) Any feeder may accept delivery at any time of not to exceed 2,000 pounds of any protein meal if individual deliveries are not made more frequently than similar deliveries to such persons in the past; and

(c) Any ranchman may accept delivery of protein meal in such amounts as are necessary to provide a readily available supply of protein meal for ranch feeding purposes and to make the most economical use of transportation facilities under regulations issued by the Office of Defense Transportation.

(2) The Director may prohibit any processor from building up an inventory of protein meal in excess of either the quantity produced by him during the last fifteen days in which he produced protein meal or his inventory of protein meal on the corresponding day of the feeding year 1941–1942, whichever is greater.

Paragraph (j) is amended to read:

(j) *Audits and inspections.* The Director shall be entitled to make such audit or inspection of the books, records and other writings, premises or stocks of protein meal, mixed feed and urea, of any person, and to make such investigations, as may be necessary or appropriate, in the Director's discretion, to the enforcement or administration of the provisions of this order.

Paragraph (k) is amended to read:

(k) *Records and reports.* Every person subject to this order shall maintain for not less than two years accurate records concerning his monthly production, sales, purchases, contracts for sale or purchase, deliveries and shipments of protein meal, mixed feed and urea. Any person receiving statements pursuant to paragraph (h) shall retain such statements on file for not less than two years. In addition, the Director shall be entitled to obtain such information from, and require such reports and the keeping of such other records, by any person, as may be necessary or appropriate, in the Director's discretion, to the enforcement or administration of the provisions of this order.

Paragraph (m) is amended to read:

(m) *Violations.* In accordance with the equitable procedure, any person who violates any provision of this order may be prohibited from receiving, making any deliveries of, or using protein meal. In addition, any person who wilfully violates any provision of this order is guilty of a crime and may be prosecuted under any and all applicable laws. Further, civil action may be instituted to enforce any liability, or duty created by, or to enjoin any violation of, any provision of this order.

Paragraph (q) (1) is amended to read:

(1) "Protein meal" means tankage, meat scrap, liver meal, fish meal, whale guano, corn gluten meal, and cake, meal or pellets derived from cottonseed, soybeans, peanuts, flaxseed, copra, sesame, babassu, ouricury, palm kernel and sunflower seed.

Paragraph (q) (7) is amended to read:

(7) "Mixed feed manufacturer" means any person who manufactures mixed feed for sale.

Paragraph (q) (8) is amended to read:

(8) "Mixed feed" means any feed manufactured for sale for the feeding of livestock or poultry, which contains, among other ingredients, protein meal or urea.

NOTE: All reporting and record keeping requirements of this amendment have been approved by, and subsequent reporting and record keeping requirements will be subject to the approval of, the Bureau of the Budget

in accordance with the Federal Reports Act of 1942.

(54 Stat. 676, 55 Stat. 236, 56 Stat. 176; E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 21st day of July 1944.

ASHLEY SELLERS,
Acting War Food Administrator.

[F. R. Doc. 44-10957; Filed, July 22, 1944; 11:17 a. m.]

Chapter XI—War Food Administration (Distribution Orders)

[WFO 17, Amdt. 5]

PART 1407—DRIED FRUIT

RAISIN VARIETY GRAPES, ZANTE CURRANT GRAPES, RAISINS, AND ZANTE CURRANTS

War Food Order No. 17, as amended, 9 F.R. 4321, 4319 (formerly designated as Food Distribution Order No. 17, as originally issued by the Secretary of Agriculture on January 30, 1943, and as amended, 8 F.R. 1706, 12042), is further amended to read as follows:

§ 1407.2 *Restrictions relative to raisin variety grapes. Zante Currant grapes, raisins, and Zante Currants*—(a) *Definitions.* (1) "Person" means any individual, partnership, corporation, association, business trust, or any organized group of persons, whether incorporated or not.

(2) "Director" means the Director of Distribution, War Food Administration.

(3) "Raisin variety grapes" means Thompson Seedless, Muscat, and Sultana grapes, grown in Fresno, Kern, Kings, Madera Merced, Stanislaus, San Joaquin, or Tulare Counties in the State of California, in the fresh or partially dried form.

(4) "Zante Currant grapes" means the grapes of the Zante Currant variety, grown in Fresno, Kern, Kings, Madera, Merced, Stanislaus, San Joaquin, or Tulare Counties in the State of California, in the fresh or partially dried form.

(5) "Raisins" means raisin variety grapes preserved by the removal of a part of the natural moisture, and includes such fruit in the processed or unprocessed condition.

(6) "Zante Currants" means Zante Currant grapes preserved by the removal of a part of the natural moisture, and includes such fruit in the processed or unprocessed condition.

(7) "Processing" means grading, sizing, stemming, seeding, or treating raisins or Zante Currants by the use of water, steam, chemicals, or compressed or hot air.

(8) "Producer" means any person engaged in the production of raisin variety grapes or Zante Currant grapes; and such term includes, but is not limited to, any owner of such grapes at the time of the harvesting or picking of such grapes.

(9) "Packer" means any person engaged in the business of processing and packaging raisins or Zante Currants.

(10) "Dehydrator" means any person engaged in the business of drying raisin variety grapes or Zante Currant grapes by the use of artificial heat or by sun drying.

(b) *Restrictions.* (1) No producer may sell or deliver any raisin variety grapes or any Zante Currant grapes, except to (i) the Office of Distribution (including, but not being limited to, any corporate agency thereof), or (ii) any person designated by the Director, or (iii) any dehydrator for the purpose of converting such grapes into raisins or Zante Currants. No producer may, unless specifically authorized by the Director, use more than 100 pounds of raisin variety grapes or Zante Currant grapes during each calendar year for any purpose other than for conversion into raisins or Zante Currants.

(2) No person may, unless specifically authorized by the Director, purchase or accept delivery of any raisin variety grapes or any Zante Currant grapes for any purpose other than for conversion into raisins or Zante Currants.

(3) No person may, unless specifically authorized by the Director, purchase, accept delivery of, or use any raisins or any Zante Currants for conversion into alcohol, brandy, wine, any other beverage (whether alcoholic or not), any concentrate, any syrup, or any non-food product or non-food byproduct.

(4) No person may sell any raisins or any Zante Currants for conversion into alcohol, brandy, wine, any other beverage (whether alcoholic or not), any concentrate, any syrup, or any non-food product or non-food byproduct except to (i) the Office of Distribution (including, but not being limited to, any corporate agency thereof), or (ii) any person designated by the Director.

(5) On March 1 of each year each person, other than a packer, shall, without regard to existing contracts, set aside for delivery to the Office of Distribution, or any person designated by the Director, all of the unprocessed raisins produced in the then immediately preceding calendar year, or owned by or under contract to, such person on said date, and hold such unprocessed raisins so set aside for a period of one year thereafter unless, during such period, said unprocessed raisins are acquired by the Office of Distribution or a person designated by the Director.

(6) No person may sell or deliver any raisin variety grapes, any Zante Currant grapes, any raisins, or any Zante Currants with knowledge or reason to believe that such quantity, or any portion thereof, thus sold or delivered is to be used in violation of this order.

(7) No dehydrator shall convert any raisin variety grapes into raisins by any method other than sun drying, unless specifically authorized by the Director.

(c) *Audits and inspections.* The Director shall be entitled to make such audit or inspection of the books, records and other writings, premises or stocks of raisin variety grapes, Zante Currant grapes, raisins, and Zante Currants of any person, and to make such investigations, as may be necessary or appropriate, in the Director's discretion, to the enforcement or administration of the provisions of this order.

(d) *Records and reports.* (1) The Director shall be entitled to obtain such information from, and require such reports and the keeping of such records by, any person, as may be necessary or appropriate, in the Director's discretion, to the enforcement or administration of the provisions of this order.

(2) Every person subject to this order shall, for at least two years (or for such period of time as the Director may designate), maintain an accurate record of his transactions in raisin variety grapes, Zante Currant grapes, raisins, and Zante Currants.

(e) *Petition for relief from hardship.* Any person affected by this order who considers that compliance herewith would work an exceptional or unreasonable hardship on him may file a petition for relief with the Order Administrator. Such petition shall be addressed to Order Administrator, War Food Order No. 17, Fruit and Vegetable Branch, Office of Distribution, War Food Administration, Washington 25, D. C. Petition for such relief shall be in writing and shall set forth all pertinent facts and the nature of the relief sought. The Order Administrator may take any action with reference to such petition which is consistent with the authority delegated to him by the Director. If the petitioner is dissatisfied with the action taken by the Order Administrator on the petition, he shall obtain, by requesting the Order Administrator therefor, a review of such action by the Director. The Director may, after said review, take such action as he deems appropriate, and such action shall be final. The provisions of this paragraph (e) shall not be construed to deprive the Director of authority to consider originally any petition for relief from hardship submitted in accordance herewith. The Director may consider any such petition and take such action with reference thereto that he deems appropriate, and such action shall be final.

(f) *Violations.* Any person who violates any provision of this order may, in accordance with the applicable procedure, be prohibited from receiving, making any deliveries of, or using the material subject to priority or allocation control pursuant to this order. In addition, any person who wilfully violates any provision of this order is guilty of a crime and may be prosecuted under any and all applicable laws. Further, civil action may be instituted to enforce any liability or duty created by, or to enjoin any violation of, any provision of this order.

(g) *Delegation of authority.* The administration of this order and the powers vested in the War Food Administrator, insofar as such powers relate to the administration of this order, are hereby delegated to the Director. The Director is authorized to redelegate to any employee of the United States Department of Agriculture any or all of the authority vested in him by this order.

(h) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise provided herein or in instructions issued by the Director, be addressed to the Director of Distribution, War Food Administration, Washington 25, D. C., Ref. WFO–17.

(i) *Effective date.* This order shall become effective at 12:01 a. m., p. w. t., July 21, 1944. With respect to violations, rights accrued, liabilities incurred, or appeals taken under said War Food Order No. 17, as amended, prior to the effective time of the provisions hereof, the provisions of said War Food Order No. 17, as amended, in effect prior to the effective time hereof shall be deemed to continue in full force and effect for the purpose of sustaining any proper suit, action, or other proceeding with regard to any such violation, right, liability, or appeal.

NOTE: All record-keeping requirements of this order have been approved by, and subsequent reporting and record-keeping requirements will be subject to the approval of, Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 20th day of July 1944.

ASHLEY SELLERS,
Acting War Food Administrator.

[F. R. Doc. 44-10916; Filed, July 21, 1944; 1:12 p. m.]

[WFO 75-2, Amdt. 10]

PART 1410—LIVESTOCK AND MEATS

BEEF REQUIRED TO BE SET ASIDE

War Food Order No. 75–2, § 1410.18, as amended (9 F.R. 2200, 4003, 4319, 5107) is further amended to read as follows:

§ 1410.18 *Beef required to be set aside*—(a) *Definitions.* (1) "Governmental agency" means the Army, Navy, Marine Corps, or Coast Guard of the United States (excluding, for the purposes of this order, United States Army post exchanges, United States Navy ships' service departments, United States Marine Corps post exchanges, and similar organizations), War Food Administration (including but not restricted to any corporate agency thereof), the War Shipping Administration, and the Veterans Administration.

(2) "Northern Area of Zone 9" includes the following:

(i) Maine, New Hampshire, Vermont, Massachusetts, Connecticut, and Rhode Island;

(ii) All that portion of New York east of and including the counties of Saint Lawrence, Jefferson, Lewis, and Herkimer, and east and southeast of and including the counties of Otsego, Delaware, Sullivan, Orange, Rockland, Westchester, New York, Bronx, Kings, and Richmond;

(iii) All that portion of Pennsylvania east of and including the counties of Tioga, Lycoming, Union, Mifflin, Juniata, Perry, and Franklin;

(iv) New Jersey and Delaware;

(v) All that portion of Maryland east and southeast of and including the counties of Washington, Frederick, Montgomery, Prince Georges, Charles, and Saint Marys; and

(vi) The District of Columbia.

(3) "Set aside meat" means meat of the type and grade required to be set aside, reserved, and held under this order.

(4) "Authorized purchaser" means:

(i) Any person who is under contract to sell or deliver set aside meat, or products prepared in whole or part therefrom, to a governmental agency;

(ii) Any person who has delivered set aside meat, or products prepared in whole or part therefrom, to a governmental agency, and has not replaced the set aside meat so delivered, or contained in the products so delivered, by a purchase of set aside meat under this order;

(iii) Any person who is authorized by the Director to purchase set aside meat.

(5) "Army-style beef" means (i) dressed steer carcasses weighing between 400 and 1,100 pounds, or dressed heifer carcasses weighing between 350 and 600 pounds, and (ii) graded "U. S. Choice", "U. S. Good", "U. S. Commercial", or "U. S. Utility".

(6) Any term not specifically defined herein shall have the meaning ascribed thereto in War Food Order No. 75, as amended (8 F.R. 11119, 9 F.R. 4319), or War Food Order No. 75–1, as amended (8 F.R. 11327, 9 F.R. 4319, 5888).

(b) *Class 1 and Class 2 slaughterers; Army-style beef.* No Class 1 slaughterer, and no Class 2 slaughterer who in any calendar week slaughters 52 or more head of cattle producing Army-style beef, shall deliver meat unless he shall:

(1) Set aside, reserve, and hold for delivery to governmental agencies or persons entitled to purchase set aside meat under War Food Order No. 73 (8 F.R. 13880, 9 F.R. 4319), or War Food Order No. 74 (8 F.R 13880, 9 F.R. 4319).

(i) 35 percent of the conversion weight of each week's production of beef graded "U. S. Choice" and "U. S. Good" and 35 percent of the conversion weight of each week's production of beef graded "U. S. Commercial", obtained from steers and heifers whose carcasses meet Army specifications for carcass beef or frozen boneless beef;

(ii) In the form of carcass or frozen boneless beef meeting Army specifications, 35 percent of each week's production of beef graded "U. S. Utility" produced from steers and heifers whose carcasses meet Army weight specifications; and

(iii) In the case of any slaughterer of kosher beef located in the Northern Area of Zone 9, who has registered with the Office of Price Administration as required by paragraph (d) of § 1364.407 of Maximum Price Regulation 169, as amended, the percentage applicable under (b) (1) (i) and (b) (1) (ii) hereof shall be 30 percent for all beef derived from the slaughter of steers and heifers, the forequarters or wholesale kosher cuts of which have been sold or delivered as kosher beef to bona fide buyers of kosher beef.

(2) Bone, in accordance with Army specifications for frozen boneless beef, not less than 90 percent of the beef set aside, reserved, and held in accordance with (b) (1) (i) hereof, and not less than 90 percent of the beef set aside, reserved, and held in accordance with (b) (1) (ii) hereof: *Provided, however,* That the Order Administrator may wholly or partially exempt any slaughterer from this requirement upon a proper showing that said slaughterer (i) does not have adequate facilities for boning, (ii) does not have, or is unable to obtain, sufficient personnel to bone said beef, or (iii) is unable to comply with this requirement for any reason which appears to the Order Administrator to warrant such exemption.

(c) *Federal inspection.* No Class 2 slaughterer who is subject to (b) hereof shall deliver meat unless he shall apply and qualify under the Meat Inspection Act (21 U.S.C. 71 et seq.) and the regulations applicable thereto, for Federal meat inspection of all army-style carcasses and beef required to be set aside by him under this order. No Class 2 slaughterer who becomes subject to (b) hereof by virtue of slaughtering, in any calendar week, more than 51 head of cattle producing army-style beef, and who fails to apply or qualify for Federal inspection as herein provided, shall thereafter slaughter, in any calendar week, more than 51 head of cattle producing army-style beef.

(d) *Conversion weight.* Conversion weights shall be computed in accordance with (p) of War Food Order No. 75–1. The Director may, upon written application, revise any conversion weight factor where it is shown that such factor is working an undue hardship in the preparation of certain products.

(e) *Credits allowed on deliveries.* Subject to the provisions of (f) hereof, any set aside meat delivered to a governmental agency, authorized purchaser, or person entitled to purchase set aside meat under the provisions of War Food Order No. 73, or War Food Order No. 74, may be credited against the requirements of (b) hereof for meat of the type and grade so delivered.

(f) *Certificates.* No set aside meat shall be delivered to any authorized purchaser, and no credit shall be allowed for any such delivery unless, within 10 days after delivery, the slaughterer obtains a certificate signed by the authorized purchaser, acknowledging receipt of the meat and containing the following: the name and address of both parties and the date of delivery; the contract number of the contract between the authorized purchaser and the governmental agency; and a statement by the authorized purchaser that the set aside meat so delivered, or an equivalent amount of set aside meat, will be or has been used in the fulfillment of such contract. The slaughterer shall endorse on such certificate, the conversion weight of such meat, together with a description permitting conversion in accordance with (p) of War Food Order No. 75–1. The slaughterer and the authorized purchaser shall each retain an original of

such certificate for delivery to the Director upon request. All statements contained in or accompanying such certificate shall be deemed made to an agency of the United States. No person shall be entitled to rely upon any such certificate if he knows or has reasonable cause to believe it to be false.

(g) *Storage; packaging.* All Army-style beef set aside and reserved under this order shall be stored in such manner as to maintain the quality thereof, and shall be prepared and packaged in accordance with Army specifications.

(h) *Authorized purchasers required to redeliver.* Each authorized purchaser who receives set aside meat under the provisions of this order shall deliver all such meat, or an equivalent amount of set aside meat, to a governmental agency or person entitled to purchase set aside meat under the provisions of War Food Order No. 73, or War Food Order No. 74.

(i) *Allocation.* The Director may, by general order or written notice to individual slaughterers, order the allocation of meat set aside under this order to or among specific governmental agencies, authorized purchasers, or persons entitled to purchase set aside meat under War Food Order No. 73, or War Food Order No. 74. In the absence of such allocation, slaughterers may, subject to (f) hereof, sell meat so set aside to any such person or agency.

(j) *Existing contracts.* The provisions of this order shall not be construed as reducing the amount of meat which any slaughterer is required to offer or to deliver under any existing contract with a governmental agency, as defined herein, or with the United States Maritime Commission.

(k) *Reports.* Every slaughterer subject to (b) hereof shall report to the Director concerning his production of and transactions in set aside meat. Such reports shall be made at such times and upon such forms as the Director may require.

(l) *Effective date.* This amendment shall become effective 12:01 a. m., e. w. t., July 23, 1944. With respect to violations, rights accrued, liabilities incurred, or appeals taken under War Food Order No. 75–2, as amended, prior to said date, all provisions of said War Food Order No. 75–2, as amended, in effect prior hereto shall be deemed to remain in full force and effect for the purpose of sustaining any proper suit, action, or other proceeding with respect to any such violation, right, liability, or appeal.

NOTE: All reporting and record-keeping requirements of this order have been approved by, and subsequent reporting and record-keeping requirements will be subject to the approval of, Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 75, 8 F.R. 11119; 9 F.R. 4319)

Issued this 21st day of July 1944.

C. W. KITCHEN,
Acting Director of Distribution.

[F. R. Doc. 44–10917; Filed, July 21, 1944; 1:12 p. m.]

TITLE 14—CIVIL AVIATION

Chapter I—Civil Aeronautics Board

[Orders, Serial No. 2990]

PART 202—ACCOUNTS, RECORDS AND REPORTS

UNIFORM SYSTEM OF ACCOUNTS FOR DOMESTIC AIR CARRIERS

Correction

Federal Register Document 44–10875, appearing on page 8285 of the issue for Saturday, July 22, 1944 is corrected by deleting the first line in the middle column.

TITLE 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. 5042]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

MOTLOID COMPANY, INC., ET AL.

§ 3.6 (a 10) *Advertising falsely or misleadily—Comparative data or merits:* § 3.6 (dd 5) *Advertising falsely or misleadingly—Specifications or standards conformance:* § 3.66 (a 2) *Misbranding or mislabeling—Comparative data or merits:* § 3.66 (k.05) *Misbranding or mislabeling—Specifications or standards conformance.* In connection with offer, etc., in commerce, of respondents' Moldent, or any other similar product, (1) representing directly or by implication that their product is superior to all other denture bases, or all other acrylic denture bases; (2) representing that their product complies with the specification of the American Dental Association known as revised, A. D. A. Specification No. 12 of January 1, 1942; or (3) falsely representing that their product complies with any specification promulgated for the guidance or information of the dental profession; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order, Motloid Company, Inc. et al., Docket 5042, June 21, 1944]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 21st day of June A. D. 1944.

In the Matter of Motloid Company, Inc., a Corporation, and Wallace A. Erickson, an Individual

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission and the substitute answer of the respondents, in which answer respondents admit all the material allegations of fact set forth in said complaint and state that they waive all intervening procedure and further hearing as to said facts and the Commission having made its findings as to the facts and its conclusion that said respondents have violated the provisions of the Federal Trade Commission Act;

It is ordered, That the respondent Motloid Company, Inc., a corporation, its officers, representatives, agents, and employees, and respondent Wallace A. Erickson, an individual, his agents, representatives, or employees, directly or through any corporate or other device, in connection with the offering for sale, sale, and distribution of their product, Moldent, or any other product of substantially similar composition, whether sold under the same name or any other name in commerce as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing directly or by implication that their product is superior to all other denture bases, or all other acrylic denture bases.

2. Representing that their product complies with the specification of the American Dental Association known as revised, A. D. A. Specification No. 12 of January 1, 1942.

3. Falsely representing that their product complies with any specification promulgated for the guidance or information of the dental profession.

It is further ordered, That the respondents, and each of them, shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which they have complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 44–11008; Filed, July 24, 1944; 10:27 a. m.]

[Docket No. 4526]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

AMERICAN ASSOCIATION OF LAW BOOK PUBLISHERS, ET AL

Correction

Federal Register Document 44–10877 appearing at page 8285 of the issue for Saturday, July 22, 1944, is corrected by inserting at the end of the third column a line reading "against unlawful restraint and monopo-".

TITLE 24—HOUSING CREDIT

Chapter II—Federal Savings and Loan System

[Bull. 36]

PART 204—MERGER, REORGANIZATION, DISSOLUTION, AND LIQUIDATION

CONVERSION OF FEDERAL ASSOCIATIONS INTO STATE CHARTERED INSTITUTIONS

JULY 22, 1944.

Section 204.3 of the rules and regulations for the Federal Savings and Loan System is hereby repealed, effective July 22, 1944.

This amendment is deemed to be of an emergency character within the meaning of § 201.2 of the rules and regulations for the Federal Savings and Loan System.

(Sec. 5 (a) of H.O.L.A. of 1933, 48 Stat. 132, 133; 12 U.S.C. 1464 (a))

[SEAL] JOHN H. FAHEY,
Federal Home Loan Bank Commissioner.

[F. R. Doc. 44–10989; Filed, July 22, 1944; 3:48 p. m.]

TITLE 26—INTERNAL REVENUE

Chapter I—Internal Revenue Bureau

Subchapter A—Income Tax and Excess-Profits Tax

[T. D. 5393]

PART 19—INCOME TAX UNDER THE INTERNAL REVENUE CODE

PART 29—INCOME TAX; TAXABLE YEARS BEGINNING AFTER DECEMBER 31, 1941

PART 30—REGULATIONS UNDER THE EXCESS PROFITS TAX ACT

PART 35—EXCESS-PROFITS TAX; TAXABLE YEARS BEGINNING AFTER DECEMBER 31, 1941

INTEREST ON DEFICIENCIES AND REFUNDS AND EXTENSION OF TIME FOR FILING APPLICATIONS FOR GENERAL EXCESS PROFITS TAX RELIEF

Regulations 103, 111, 109, and 112 amended to conform to Public Law 201 (78th Congress, First Session), relating to interest on deficiencies and refunds resulting from the application of section 722 of the Internal Revenue Code and to extension of time for filing applications for general excess profits tax relief under such section, and for other reasons.

In order to conform Regulations 103, 111, 109, and 112 [Parts 19, 29, 30, and 35, Title 26, Code of Federal Regulations, 1940 Supp., Cum. Supp., 1941 Supp., and Cum. Supp., respectively] to Public Law 201 (78th Congress), approved December 17, 1943, relating to interest on deficiencies and overpayments resulting from the operation of section 722 of the Internal Revenue Code and to extension of time for filing applications for general excess profits tax relief under such section, and for other reasons, such regulations are amended as follows:

PARAGRAPH 1. There is inserted immediately preceding section 293 the following:

PUBLIC LAW 201 (78th Congress, 1st Session), approved December 17, 1943.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SEC. 2 (a) *Deficiencies.* Section 292 of the Internal Revenue Code is amended (1) by inserting immediately before the first paragraph the following: "(a) *General rule.*" and (2) by inserting at the end of such section the following:

(b) *Deficiency resulting from relief under section 722.* If any part of a deficiency for a taxable year beginning prior to January 1, 1942, is determined by the Commissioner to be attributable to the final determination of an application for relief or benefit under section 722 for any taxable year, no interest shall be assessed or paid with respect to such part of the deficiency. If any part of a deficiency for a taxable year beginning after December 31, 1941, is determined by the Commissioner to be attributable to the final determination of an application for relief or benefit under section 722 for any taxable year (excluding any portion of a deficiency of excess profits taxes constituting a deficiency by reason of deferment of tax under section 710 (a) (5), and excluding, in case the taxpayer has availed itself of the benefits of section 710 (a) (5), such portion of a deficiency under Chapter 1 as may be determined by the Commissioner to exceed any refund or credit of excess profits tax arising from the operation of section 722), no interest shall be assessed or paid with respect to such part of the deficiency for any period prior to one year after the filing of such application, or September 16, 1945, whichever is the later.

PAR. 2. There is inserted immediately preceding § 30.722–1, the following:

PUBLIC LAW 201 (78th Congress, 1st Session), approved December 17, 1943.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That (a) section 722 (d) of the Internal Revenue Code (prescribing the time for filing applications for general relief under the excess-profits tax) is amended to read as follows:

(d) *Application for relief under this section.* The taxpayer shall compute its tax, file its return, and pay the tax shown on its return under this subchapter without the application of this section, except as provided in section 710 (a) (5). The benefits of this section shall not be allowed unless the taxpayer within the period of time prescribed by section 322 and subject to the limitation as to amount of credit or refund prescribed in such section makes application therefor in accordance with regulations prescribed by the Commissioner with the approval of the Secretary. If a constructive average base period net income has been determined under the provisions of this section for any taxable year, the Commissioner may, by regulations approved by the Secretary, prescribe the extent to which the limitations prescribed by this subsection may be waived for the purpose of determining the tax under this subchapter for a subsequent taxable year.

(b) The amendments made by subsection (a) shall be applicable with respect to taxable years beginning after December 31, 1939.

PAR. 3. Section 30.722–5 (a), as amended by Treasury Decision 5264, approved May 8, 1943, is further amended to read as follows:

(a) *Requirements for filing.* Except as provided in section 710 (a) (5) and § 30.710–5 (relating to deferment of payment of excess profits tax in certain cases under section 722) and except as provided in (d) of this section, the taxpayer is not permitted to claim the benefits of section 722 in computing its excess profits tax on its return, but must compute its excess profits tax, file its excess profits tax return, and pay the tax thus shown on such return without regard to the provisions of section 722. To obtain the benefits of section 722 for any taxable year beginning in 1940 or 1941, the taxpayer must, within the period of time for filing a claim for credit or refund and subject to the limitation as to amount of credit or refund prescribed by section 322 as applicable to the taxable year for which relief is claimed, file under oath an application on Form 991 (revised January, 1943) for the benefits of section 722, unless the provisions of (d) of this section are applicable to the taxpayer. Generally, an application for relief under section 722 must be filed for an excess profits tax taxable year within three years from the time the excess profits tax return for such year was filed, or within two years from the time the tax for such year was paid, whichever is the later. See section 322 and the regulations thereunder, however, as to the specific rules relating to the period of limitation upon the filing of claims for credit or refund, and the limitations upon the amount of credit or refund.

If an application for relief on Form 991 (prior to its revision in January, 1943) for taxable years beginning in 1940 or 1941, has been filed prior to May 8, 1943, the date of the approval of Treasury Decision 5264, such application shall be considered an application for relief under section 722, but the relief for which such application constitutes a claim shall be restricted to the specific grounds stated in the application. If new grounds in addition to those set forth in such application are relied upon by the taxpayer for relief under section 722 with respect to years beginning in 1940 or 1941, a supplemental application for relief, or an amendment to the application already filed for such years, shall be filed under oath on Form 991 (revised January, 1943) prior to the expiration of the period of time prescribed by section 322 for the filing of a claim for credit or refund with respect to such years.

Except as otherwise provided in this section, the application on Form 991 (revised January, 1943) must set forth in detail and under oath each ground under section 722 upon which the claim for relief is based, and facts sufficient to apprise the Commissioner of the exact basis thereof. The mere statement of the provision or provisions of law under section 722 upon which the claim for relief is based shall not constitute an application for relief within the meaning of section 722. It is incumbent upon the taxpayer to prepare a true and complete claim and to substantiate it by clear and convincing evidence of all the facts necessary to establish the claim for relief; failure to do so will result in the disallowance of the claim. If a claim for relief is based upon section 722 (b) (5) and § 30.722–3 (e) (relating to factors other than those expressly provided by section 722 (b) (1), (2), (3), and (4) and § 30.722–3 (a), (b), (c), and (d)), the application must state the factors which affect the business of the taxpayer, which may reasonably be considered as resulting in an inadequate standards of normal earnings during the base period, and the reasons why the extension of relief under section 722 to the taxpayer would not be inconsistent with the principles underlying the provisions of section 722 (b) (1), (2), (3), and (4) and § 30.722–3 (a), (b), (c), and (d), and with the conditions and limitations enumerated therein. No new grounds presented by the taxpayer after the period of time for filing a claim for credit or refund prescribed by section 322 will be considered in determining whether the taxpayer is entitled to relief or the amount of constructive average base period net income to be used in computing such relief for a taxable year.

A separate application on Form 991 (revised January, 1943) shall be filed for each taxable year for which relief is claimed under section 722, except as otherwise provided by (d) of this section. If an application for relief (whether under section 722 prior to its amendment by the Revenue Act of 1942 or after such amendment) has been filed for any excess profits tax taxable year prior to the current taxable year for which relief is claimed, the supporting data and infor-

mation submitted with such earlier application need not be repeated on Form 991 (revised January, 1943) filed for the current taxable year provided reference is made to such earlier application as constituting part of Form 991 (revised January, 1943) filed for the current taxable year. If the grounds for relief and the amount of the constructive average base period net income claimed for use in computing the excess profits tax for the current taxable year are the same as those contained in an application for relief filed with respect to a prior taxable year, and if a constructive average base period net income has not been determined which under the provisions of (d) of this section may be used by the taxpayer in computing its excess profits tax for the current taxable year for which relief is claimed, only the first page and pertinent lines of Schedule A, Form 991 (revised January, 1943) for the current taxable year need be executed under oath provided that the data and information filed with the application for such prior taxable year are incorporated by reference in the application for the current taxable year. See (d) of this section for requirements with respect to application for the benefits of section 722 where relief has been determined for a prior taxable year.

If an unused excess profits credit for any taxable year for which an application for relief on the appropriate Form 991 has not been filed, computed on the basis of a constructive average base period net income, is to be used as an unused excess profits credit carry-over or carry-back, the taxpayer must file an application on Form 991 (revised January, 1943) for the taxable year to which such unused excess profits credit carry-over or carry-back is to be applied. The application in such case must be filed within the period of time prescribed by section 322 for the filing of a claim for credit or refund for the taxable year to which the carry-over or carry-back is to be applied. In addition to all other information required, such application shall contain a complete statement of the facts upon which it is based and which existed with respect to the taxable year for which the unused excess profits credit so computed is claimed to have arisen, and shall claim the benefit of the unused excess profits credit carry-over or carry-back. If an application on the appropriate Form 991 for the benefits of section 722 has been filed with respect to a taxable year, or if the filing of such application is unnecessary under (d) of this section, and if the excess profits credit based upon a constructive average base period net income determined for such taxable year, produces an unused excess profits credit for such year, to obtain the benefits of such unused excess profits credit as an unused excess profits credit carry-over or carry-back the taxpayer should file an application upon Form 991 (revised January, 1943), or an amendment to such application if already filed, for the taxable year to which such unused excess profits credit carry-over or carry-back is to be applied. Such application or amendment should be filed within the period of time prescribed by section 322 for the filing of a claim for credit or refund for the taxable year to which the carry-over or carry-back is to be applied. In addition to all other information required, such application or amendment should incorporate by reference the data and information submitted in support of the application filed for the taxable year for which the unused excess profits credit arose, and in addition should claim the benefit of the unused excess profits credit carry-over or carry-back. If the facts and circumstances which affected the taxpayer during the base period and during the excess profits tax taxable year to which the unused excess profits credit carry-over or carry-back is to be applied are different from those which affected the taxpayer during the base period and during the year for which the unused excess profits credit arose, the determination of the constructive average base period net income to be used in the computation of the unused excess profits credit shall be made in the light of the facts as they existed with respect to the year for which such unused excess profits credit arose. As to the extent to which the application for relief on Form 991 (revised January, 1943), or an amendment thereto, claiming the benefit of an unused excess profits credit carry-over or carry-back constitutes a claim for refund, see (c) of this section.

PAR. 4. Section 30.722–5 (c), as amended by Treasury Decision 5264, is further amended by inserting at the end thereof the following new paragraph:

No interest shall be allowed or paid with respect to any part of an overpayment for a taxable year beginning in 1940 or 1941 which is determined by the Commissioner to be attributable to the final determination of an application for relief or benefit under section 722 for any taxable year. See section 3771 (g).

PAR. 5. Section 30.722–5 (d), as amended by Treasury Decision 5264, is stricken out, and § 30.722–5 (e), as amended by Treasury Decision 5264, is renumbered § 30.722–5 (d).

PAR. 6. Section 30.722–5 (d), as renumbered by this Treasury decision, is amended as follows:

(A) By starting the second sentence after the heading as a new paragraph, and by changing the ninth word thereof to read "paragraphs".

(B) By striking out the first sentence after the heading and inserting in lieu thereof the following:

The taxpayer shall file an application for relief under section 722 for each taxable year for which such relief is claimed, regardless of whether a constructive average base period net income has been determined with respect to such taxpayer for a prior taxable year. However, if a constructive average base period net income has been finally determined under section 722 (a) with respect to the taxpayer or if permission is granted by the Commissioner after a determination which has not become final, such taxpayer may use the constructive average base period net income so determined, except as further adjustments may be required by section 711 (b), in computing its excess profits credit based on income, its adjusted excess profits net income, and its excess profits tax in any return required to be filed thereafter. If the taxpayer is of the opinion that, by virtue of a change in the factors upon the basis of which relief has been determined for a prior taxable year, it is entitled to a constructive average base period net income in a subsequent taxable year in an amount less than that previously determined, it may use such smaller amount as a constructive average base period net income in computing its excess profits tax on its return filed for such subsequent year. If upon examination of a return in which the taxpayer, in accordance with the two preceding sentences has used, in whole or in part, a constructive average base period net income previously determined, the Commissioner may, if the facts in the case warrant such action, determine that for the taxable year no constructive average base period net income under section 722 is allowable or that a constructive average base period net income is allowable in a different amount.

If all or a portion of constructive average base period net income determined for a prior taxable year is used by the taxpayer in computing the excess profits credit based on income in its return for a subsequent taxable year, such use shall be deemed to be an application by the taxpayer for the benefits of section 722 for such subsequent year to the extent of the constructive average base period net income so used in the return. Such application shall be deemed to include all the information and data submitted in support of all prior applications for relief which have been filed by the taxpayer. If the facts and circumstances which affected the taxpayer during the base period and which formed the basis of a claim for relief under section 722 (b) (4) or (5) or section 722 (c) for a prior taxable year are not present or are different during the subsequent taxable year for which all or a portion of the constructive average base period net income previously determined with respect to such claim is used by the taxpayer on its return in computing its excess profits credit, the taxpayer shall file with its excess profits tax return for such subsequent taxable year a statement containing a brief description of such facts and circumstances and an account of their effect upon the business of the taxpayer for such subsequent taxable year. For example, if a constructive average base period net income had been determined for a taxpayer because of a change in the character of the taxpayer's business accomplished through the acquisition and operation by the tax payer of an additional plant during the base period, and if such plant had been abandoned in a year subsequent to the year for which the determination had been made, the taxpayer's statement should state this fact. If it is the opinion of the Commissioner that the taxpayer is not entitled to relief for such subsequent year, or is entitled to relief in an amount less than that previously determined and used in the computation of the excess profits credit in the return for such subsequent year, the Commissioner may disallow the application for relief for that year in whole or in part.

For any taxable year with respect to which the taxpayer uses all or a portion of a previously determined constructive average base period net income in computing the excess profits tax shown on its return in accordance with this subsection and claims the benefit of the carry-over or carry-back of an unused excess profits credit, computed by using such constructive average base period net income, the taxpayer should file an application on Form 991 (revised January, 1943) claiming the benefits of such carry-over or carry-back and containing the information required by paragraph (a) of this section with respect to an unused excess profits credit carry-over or carry-back, in addition to the information required by this paragraph.

PAR. 7. Section 35.710–5 is amended by changing the first sentence after the heading to read as follows:

If a taxpayer claims the benefits of section 722 (relating to general excess profits tax relief through a constructive average base period net income), it must compute its tax, make its return, and pay its tax thus shown on the return without the benefits of such section, and must make an application for relief under section 722 within the period of time prescribed by section 322 for the filing of a claim for credit or refund.

PAR. 8. There is inserted immediately preceding section 35.722–1 the following:

PUBLIC LAW 201 (78th Congress, 1st Session), approved December 17, 1943.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That (a) section 722 (d) of the Internal Revenue Code (prescribing the time for filing applications for general relief under the excess-profits tax) is amended to read as follows:

(d) *Application for relief under this section.* The taxpayer shall compute its tax, file its return, and pay the tax shown on its return under this subchapter without the application of this section, except as provided in section 710 (a) (5). The benefits of this section shall not be allowed unless the taxpayer within the period of time prescribed by section 322 and subject to the limitation as to amount of credit or refund prescribed in such section makes application therefor in accordance with regulations prescribed by the Commissioner with the approval of the Secretary. If a constructive average base period net income has been determined under the provisions of this section for any taxable year, the Commissioner may, by regulations approved by the Secretary, prescribe the extent to which the limitations prescribed by this subsection may be waived for the purpose of determining the tax under this subchapter for a subsequent taxable year.

(b) The amendments made by subsection (a) shall be applicable with respect to taxable years beginning after December 31, 1939.

PAR. 9. Section 35.722–5 (a) is amended to read as follows:

(a) *Requirements for filing.* Except as provided in section 710 (a) (5) and § 35.710–5 (relating to deferment of payment of excess profits tax in certain cases under section 722) and except as provided in (d) of this section, the taxpayer is not permitted to claim the benefits of section 722 in computing its excess profits tax on its return, but must compute its excess profits tax, file its excess profits tax return, and pay the tax thus shown on such return without regard to the provisions of section 722. To obtain the benefits of section 722 for any taxable year, the taxpayer must, within the period of time for filing a claim for credit or refund and subject to the limitation as to amount of credit or refund prescribed by section 322 as applicable to the taxable year for which relief is claimed, file under oath an application on Form 991 (revised January, 1943) for the benefits of section 722, unless the taxpayer has deferred on its return a portion of its excess profits tax under section 710 (a) (5), or unless the provisions of (d) of this section are applicable to the taxpayer. Generally, an application for relief under section 722 must be filed for an excess profits tax taxable year within three years from the time the excess profits tax return for such year was filed, or within two years from the time the tax for such year was paid, whichever is the later. See section 322 and the regulations thereunder, however, as to the specific rules relating to the period of limitation upon the filing of claims for credit or refund, and the limitations upon the amount of credit or refund.

If an application for relief on Form 991 (prior to its revision in January, 1943) for a taxable year has been filed prior to May 8, 1943, the date of the approval of Treasury Decision 5264, such application shall be considered an application for relief under section 722, but the relief for which such application constitutes a claim shall be restricted to the specific grounds stated in the application. If new grounds in addition to those set forth in such application are relied upon by the taxpayer for relief under section 722, a supplemental application for relief, or an amendment to the application already filed for such years, shall be filed under oath on Form 991 (revised January, 1943) prior to the expiration of the period of time prescribed by section 322 for the filing of a claim for credit or refund with respect to such years.

In any case in which the taxpayer claims on its excess profits tax return, in accordance with section 710 (a) (5) and § 35.710–5, the benefit of a tax deferment under section 710 (a) (5), it must attach duplicate copies of its completed application for relief under section 722 on Form 991 (revised January, 1943) to its excess profits tax return on Form 1121. If a taxpayer files an excess profits tax return on which is deducted a tax deferment claimed under section 710 (a) (5) without attaching a completed Form 991 (revised January, 1943) thereto, the taxpayer will not be deemed to have claimed on its return in accordance with section 710 (a) (5) and § 35.710–5 the benefits of section 722. (See § 35.710–5.) In such case, the amount of tax shown on the return shall be the amount shown by the taxpayer increased by the amount of tax deferment improperly claimed. In order to obtain the benefits of section 722 with respect to the tax thus shown on the return in such a case, the taxpayer must file an application for relief under section 722 on Form 991 (revised January, 1943) within the period of time for filing a claim for credit or refund prescribed by section 322.

Except as otherwise provided in this section, the application on Form 991 (revised January, 1943) must set forth in detail and under oath each ground under section 722 upon which the claim for relief is based, and facts sufficient to apprise the Commissioner of the exact basis thereof. The mere statement of the provision or provisions of law under section 722 upon which the claim for relief is based shall not constitute an application for relief within the meaning of section 722. It is incumbent upon the taxpayer to prepare a true and complete claim and to substantiate it by clear and convincing evidence of all the facts necessary to establish the claim for relief; failure to do so will result in the disallowance of the claim. If a claim for relief is based upon section 722 (b) (5) and § 35.722–3 (e) (relating to factors other than those expressly provided by section 722 (b) (1), (2), (3), and (4) and § 35.722–3 (a), (b), (c), and (d)), the application must state the factors which affect the business of the taxpayer, which may reasonably be considered as resulting in an inadequate standard of normal earnings during the base period, and the reasons why the extension of relief under section 722 to the taxpayer would not be inconsistent with the principles underlying the provisions of section 722 (b) (1), (2), (3), and (4) and § 35.722–3 (a), (b), (c), and (d), and with the conditions and limitations enumerated therein. No new grounds presented by the taxpayer after the period of time for filing a claim for credit or refund prescribed by section 322 will be considered in determining whether the taxpayer is entitled to relief or the amount of constructive average base period net income to be used in computing such relief for a taxable year.

A separate application on Form 991 (revised January, 1943) shall be filed for each taxable year for which relief is claimed under section 722, except as otherwise provided by (d) of this section. If an application for relief (whether under section 722 prior to its amendment by the Revenue Act of 1942 or after such amendment) has been filed for any excess profits tax taxable year prior to the current taxable year for which relief is claimed, the supporting data and information submitted with such earlier application need not be repeated on Form 991 (revised January, 1943) filed for the current taxable year provided reference is made to such earlier application as constituting part of Form 991 (revised January, 1943) filed for the current taxable year. If the grounds for relief and the amount of the constructive average base period net income claimed for use in computing the excess profits tax for the current taxable

year are the same as those contained in an application for relief filed with respect to a prior taxable year, and if a constructive average base period net income has not been determined which under the provisions of (d) of this section may be used by the taxpayer in computing its excess profits tax for the current taxable year for which relief is claimed, only the first page and pertinent lines of Schedule A, Form 991 (revised January, 1943) for the current taxable year need be executed under oath provided that the data and information filed with the application for such prior taxable year are incorporated by reference in the application for the current taxable year. See (d) of this section for requirements with respect to application for the benefits of section 722 where relief has been determined for a prior taxable year.

In order to obtain the benefits of an unused excess profits credit for any taxable year for which an application for relief on Form 991 (revised January 1943) was not filed, using the excess profits credit based on a constructive average base period net income as an unused excess profits credit carry-over or carry-back, the taxpayer, except as otherwise provided in (d) of this section, must file an application on Form 991 (revised January 1943) for the taxable year to which such unused excess profits credit carry-over or carry-back is to be applied within the period of time prescribed by section 322 for the filing of a claim for credit or refund for such latter taxable year. In addition to all other information required, such application shall contain a complete statement of the facts upon which it is based and which existed with respect to the taxable year for which the unused excess profits credit so computed is claimed to have arisen, and shall claim the benefit of the unused excess profits credit carry-over or carry-back. If an application on Form 991 (revised January 1943) for the benefits of section 722 has been filed with respect to any taxable year, or if the filing of such application is unnecessary under (d) of this section, and if the excess profits credit based upon a constructive average base period net income determined for such taxable year produces an unused excess profits credit for such year, to obtain the benefits of such unused excess profits credit as an unused excess profits credit carry-over or carry-back the taxpayer should file an application upon Form 991 (revised January 1943), or an amendment to such application if already filed, for the taxable year to which such unused excess profits credit carry-over or carry-back is to be applied. Such application or amendment should be filed within the period of time prescribed by section 322 for the filing of a claim for credit or refund for the taxable year to which the carry-over or carry-back is to be applied. In addition to all other information required, such application or amendment should incorporate by reference the data and information submitted in support of the application filed for the taxable year for which the unused excess profits credit arose, and in addition should claim the benefit of the unused excess profits credit carry-over or carry-back. If the facts and circumstances which affected the taxpayer during the base period and during the excess profits tax taxable year to which the unused excess profits credit carry-over or carry-back is to be applied are different from those which affected the taxpayer during the base period and during the year for which the unused excess profits credit arose, the determination of the constructive average base period net income to be used in the computation of the unused excess profits credit shall be made in the light of the facts as they existed with respect to the year for which such unused excess profits credit is computed. As to the extent to which the application for relief on Form 991 (Revised January 1943), or an amendment thereto, claiming the benefit of an unused excess profits credit carry-over or carry-back constitutes a claim for refund, see (c) of this section.

PAR. 10. Section 35.722–5 (c) is amended by inserting at the end thereof the following new paragraph:

No interest shall be allowed or paid with respect to any part of an overpayment which is determined by the Commissioner to be attributable to the final determination of an application for relief or benefit under section 722 for any taxable year prior to one year after the filing of such application, or September 16, 1945, whichever is the later. See section 3771 (g).

PAR. 11. Section 35.722–5 (d) is stricken out and § 35.722–5 (e) is renumbered § 35.722–5 (d).

PAR. 12. Section 35.722–5 (d), as renumbered by this Treasury decision, is amended as follows:

(A) By starting the second sentence after the heading as a new paragraph, and by changing the ninth word thereof to read "paragraphs".

(B) By striking out the first sentence after the heading and inserting in lieu thereof the following:

The taxpayer shall file an application for relief under section 722 for each taxable year for which such relief is claimed, regardless of whether a constructive average base period net income has been determined with respect to such taxpayer for a prior taxable year. However, if a contsructive average base period net income has been finally determined under section 722 (a) with respect to the taxpayer or if permission is granted by the Commissioner after a determination which has not become final, such taxpayer may use the constructive average base period net income so determined, except as further adjustments may be required by section 711 (b), in computing its excess profits credit based on income, its adjusted excess profits net income, and its excess profits tax in any return required to be filed thereafter. If the taxpayer is of the opinion that, by virtue of a change in the factors upon the basis of which relief has been determined for a prior taxable year, it is entitled to a constructive average base period net income in a subsequent taxable year in an amount less than that previously determined, it may use such smaller amount as a constructive average base period net income in computing its excess profits tax on its return filed for such subsequent year. If upon examination of a return in which the taxpayer, in accordance with the two preceding sentences has used, in whole or in part, a constructive average base period net income previously determined, the Commissioner may, if the facts in the case warrant such action, determine that for the taxable year no constructive average base period net income under section 722 is allowable or that a constructive average base period net income is allowable in a different amount.

If all or a portion of a constructive average base period net income determined for a prior taxable year is used by the taxpayer in computing the excess profits credit based on income in its return for a subsequent taxable year, such use shall be deemed to be an application by the taxpayer for the benefits of section 722 for such subsequent year to the extent of the constructive average base period net income so used in the return. Such application shall be deemed to include all the information and data submitted in support of all prior applications for relief which have been filed by the taxpayer. If the facts and circumstances which affected the taxpayer during the base period and which formed the basis of a claim for relief under section 722 (b) (4) or (5) or section 722 (c) for a prior taxable year are not present or are different during the subsequent taxable year for which all or a portion of the constructive average base period net income previously determined with respect to such claim is used by the taxpayer on its return in computing its excess profits credit, the taxpayer shall file with its excess profits tax return for such subsequent taxable year a statement containing a brief description of such facts and circumstances and an account of their effect upon the business of the taxpayer for such subsequent taxable year. For example, if a constructive average base period net income had been determined for a taxpayer because of a change in the character of the taxpayer's business accomplished through the acquisition and operation by the taxpayer of an additional plant during the base period, and if such plant had been abandoned in a year subsequent to the year for which the determination had been made, the taxpayer's statement should state this fact. If it is the opinion of the Commissioner that the taxpayer is not entitled to relief for such subsequent year, or is entitled to relief in an amount less than that previously determined and used in the computation of the excess profits credit in the return for such subsequent year, the Commissioner may disallow the application for relief for that year in whole or in part.

For any taxable year with respect to which the taxpayer uses all or a portion of a previously determined constructive average base period net income in computing the excess profits tax shown on its return in accordance with this subsection and claims the benefit of the carry-over or carry-back of an unused excess profits credit, computed by using such constructive average base period net income, the taxpayer should file an application on Form 991 (revised January, 1943) claiming the benefits of such carry-over or carry-back and containing the information required by paragraph (a) of this section with respect to an unused excess profits credit carry-over or carry-back, in addition to the information required by this paragraph.

(Secs. 62 and 729 (a) of the Internal Revenue Code (53 Stat. 62, 54 Stat. 989; 26 U.S.C. 62 and 729 (a)) and Public Law 201, 78th Cong.)

[SEAL] JOSEPH D. NUNAN, Jr.,
Commissioner of Internal Revenue.

Approved: July 21, 1944.

HERBERT E. GASTON,
Acting Secretary of the Treasury.

[F. R. Doc. 44–10988; Filed, July 22, 1944; 3:47 p. m.]

TITLE 32—NATIONAL DEFENSE

Chapter VIII—Foreign Economic Administration

Subchapter B—Export Control

[Amdt. 197]

PART 801—GENERAL REGULATIONS

PROHIBITED EXPORTATIONS

Section 801.2 *Prohibited exportations* is hereby amended in the following particulars:

In the column headed "General license group" the group and country designations assigned to the commodities listed below, at every place where said commodities appear in said section, are hereby amended to read as follows:

Commodity	Department of Commerce No.	General license group
Iron and steel manufacturers—Cutlery: Razors, safety (report electric in 7009.15 and 7009.18).	6112.00.	
Metal safety razors (include razors with metal heads and plastic or metal handles incorporating a guard which prevents cutting of the skin. If the head consists of two parts, one of which is metal, it is then a metal head).	6112.00.	None.
Plastic safety razors	6112.00.	K.

(Sec. 6, 54 Stat. 714; Pub. Law 75, 77th Cong.; Pub. Law 238, 77th Cong.; E.O. 9361, 8 F.R. 9861; Order No. 1, 8 F.R. 9938; E.O. 9380, 8 F.R. 13081; Delegation of Authority No. 20, 8 F.R. 16235; Delegation of Authority No. 21, 8 F.R. 16320)

Dated: July 21, 1944.

S. H. LEBENSBURGER,
Director, Requirements and Supply Branch, Bureau of Supplies.

[F. R. Doc. 44–10915; Filed, July 21, 1944; 12:06 p. m.]

Chapter IX—War Production Board

Subchapter A—General Provisions

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 903—DELEGATIONS OF AUTHORITY

[Supplementary Directive 1Q, as Amended July 22, 1944]

RATIONING OF TIRES, TIRE CASINGS, TIRE TUBES, ETC.

Further delegation of authority with reference to the rationing of tires, tire casings, tire tubes, tire retreading and recapping materials and gasoline.

§ 903.22 *Supplementary Directive 1Q.* (a) The authority heretofore delegated to the Office of Price Administration by Directive No. 1, § 903.1, is hereby extended to include the exercise of control over:

(1) The sale, transfer, delivery or other disposition of all tires, tire casings, tire tubes, tire retreading and recapping materials, by or to any person;

(2) The use, alteration, mounting, or other disposition of tires, tire casings, tire tubes, tire retreading and recapping materials by any person; and

(3) The sale, transfer, delivery or other disposition of gasoline by any person to any consumer; the use of gasoline by any consumer, the use of gasoline substitutes or gasoline blends by any consumer in a motor vehicle, and the blending of gasoline by any gasoline dealer; and

(4) The sale, transfer, delivery or other disposition of gasoline by any person to any person other than a consumer, to the extent of requiring the delivery of such coupons, certificates or other evidence as the Office of Price Administration may prescribe as a condition to such sale, transfer, delivery or disposition.

(5) The importation by any person, for the personal use of such person, of tires, tire tubes and tire casings.

(b) The authority of the Office of Price Administration shall include the power to regulate or prohibit the sale, transfer, delivery or other disposition of tires, tire casings, tire tubes, tire retreading and recapping materials, and gasoline to, or acquisition, use, alteration, mounting or other disposition of said materials and facilities by, any person who has acted in violation of any rationing regulation or order prescribed by the Office of Price Administration.

(c) The authority delegated by this order does not include the power to limit or restrict:

(1) The quantity of the materials and facilities referred to herein obtainable by the Army, Navy, Marine Corps or Coast Guard of the United States, or by government agencies or other persons to the extent to which they acquire such materials or facilities for export to and consumption or use in any foreign country; and

(2) The manufacture of tires, tire tubes, tire casings, tire retreading and recapping materials, or the manufacture, processing, distilling or refining of gasoline; and

(3) The importation, use, sale, transfer, delivery or other disposition of airplane tires, airplane tire casings, or airplane tire tubes.

(4) The importation for testing purposes of tires, tire tubes or tire casings by any manufacturer of camelback, tires, tire tubes or tire casings; and

(5) The importation of bicycle tires, tire tubes or tire casings manufactured in the continental United States, Canada or the British Isles; and

(6) The importation from the Dominion of Canada of tires, tire tubes or tire casings manufactured in the continental United States, Canada or the British Isles; and

(7) The importation of tires, tire tubes or tire casings by diplomatic representatives of any foreign Government, for their personal use or the use of members of their staffs; and

(8) The importation of tires, tire tubes or tire casings by commercial representatives of any foreign Government, for use in their official business.

(d) As used herein:

[NOTE: Paragraphs (1) through (7), formerly paragraphs (3) through (9), redesignated July 22, 1944.]

(1) "Gasoline" means any petroleum product either commonly known or sold as gasoline (including casinghead and natural gasoline) or having a flash point below 100° Fahrenheit (closed cup test, ASTM D–56–36), except: (i) fuel oil as defined in Ration Order No. 11, naphthas, aromatics, synthetic rubber raw materials, solvents or specialties, not used or blended for use as fuel in internal combustion engines, (ii) any finished petroleum product having an octane rating of 85 or more (ASTM D–357–42T) or any component thereof, used for the propulsion of aircraft, and (iii) liquefied petroleum gases.

(2) "Motor vehicle" means any rubber-tired, self-propelled conveyance the motive power for which is furnished by an internal combustion engine designed for operation by gasoline and which is built primarily for the purpose of transporting persons or property.

(3) "Tire, tire tube, tire casing, and tire recapping and retreading materials" mean any of the foregoing made in whole or in part of any kind of rubber.

(4) "Rubber" means any form or type of natural, reclaimed, or synthetic rubber, or other similar materials.

(5) "Person" includes any individual, partnership, corporation, association, business trust, government or government agency, or any organized group of persons whether incorporated or not.

(6) "Consumer" means any person acquiring gasoline for use, including use as a component part of any manufac-

tured article, material, or compound other than gasoline. The term includes dealers and distributors to the extent that they use gasoline, or acquire gasoline for use rather than for transfer.

(7) "Gasoline dealer" means any person engaged in the business of selling or transferring gasoline, except a person who transfers, receives, or uses gasoline in such a manner as to be required to account for the state motor fuel taxes imposed thereon directly to the motor fuel tax administration of a state.

(e) This supplementary directive supersedes the delegation of authority to the Office of Price Administration made by Supplementary Order M-15-c, § 940.4, as amended, Supplementary Directive No. 1-B, § 903.3, as amended, and Supplementary Directive No. 1-H, § 903.9, as amended: *Provided, however*, That all action heretofore taken (including, without limitation, regulations or orders heretofore issued) by the Office of Price Administration pursuant thereto or pursuant to said supplementary directives as originally issued, is hereby ratified, approved and confirmed, and the authority so delegated shall continue to remain in full force and effect with respect to all such action which is not inconsistent with the terms of this directive, for all purposes including the purpose of allowing or sustaining any suit, action, prosecution or administrative or other proceeding heretofore or hereafter commenced with respect to any violation heretofore committed or right or liability heretofore incurred under or pursuant to the terms thereof.

Issued this 22d day of July 1944.

WAR PRODUCTION BOARD,
By S. W. ANDERSON,
Program Vice Chairman.

[F. R. Doc. 44-10959; Filed, July 22, 1944; 11:30 a. m.]

PART 903—DELEGATIONS OF AUTHORITY

[Supplementary Directive 1-X]

RATIONING OF PASSENGER AUTOMOBILES

§ 903.50 *Supplementary Directive No. 1-X; delegation of authority to the Office of Price Administration with reference to the rationing of passenger automobiles*—(a) *Supplementary Directive 1-A revoked.* Supplementary Directive 1-A is hereby revoked.

(b) *Rationing authority over passenger automobiles transferred to Office of Price Administration.* In order to permit the efficient rationing of passenger automobiles, the authority delegated to the Office of Price Administration by Directive 1 (§ 903.1) is hereby extended to the exercise of control over the sale, transfer or other disposition of passenger automobiles by any person to any other person, and the use or alteration of passenger automobiles by any person, including without limitation (1) the Army and Navy of the United States, the United States Maritime Commission, the Panama Canal, the Coast and Geodetic Survey, the Coast Guard, the Civil Aeronautics Administration, the National Advisory Committee for Aeronautics, the Office of Scientific Research and Development, and (2) Government agencies or other persons acquiring such products for export to or for use in any foreign country.

(c) *Limitations on the authority delegated.* The power, authority and discretion hereby delegated to the Office of Price Administration in respect to the rationing of passenger automobiles shall be subject to the terms and conditions specified in said Directive 1, insofar as they are not inconsistent with this Supplementary Directive 1-X, and shall be exercised under the following conditions:

(1) Quotas have been or may be established by the War Production Board from time to time, fixing the number of passenger automobiles to be made available from the existing stockpile of such vehicles and from new production to various Government agencies. The quota established for any agency may not be altered except by the War Production Board. Within the limits of its own quota each such agency shall determine the use to which its passenger automobiles are to be put and the Office of Price Administration shall not refuse to authorize the transfer of a passenger automobile to such agency on any ground other than that its particular quota has been exhausted.

(2) Quotas have been or may be established by the War Production Board from time to time, fixing the number of passenger automobiles to be made available from the existing stockpile of such vehicles and from new production to the Office of Defense Transportation for meeting essential civilian needs. Subject only to whatever quota may be established, the Office of Price Administration shall authorize the transfer, sale, delivery, use, alteration or other disposition of passenger automobiles pursuant to such orders and regulations and pursuant to such standards of eligibility and need as it may deem necessary in the public interest and to promote the national defense.

(3) The Office of Price Administration shall exercise no authority over the production of passenger automobiles produced after the effective date of this Directive 1-X or their distribution by manufacturers to distributors and dealers. Nor shall it require from manufacturers any reports concerning such production and distribution.

(4) The authority of the Office of Price Administration shall include the power to regulate or prohibit the sale, transfer, delivery or other disposition of passenger automobiles to, or the acquisition, use, alteration or other disposition of passenger automobiles by, any person who has acted in violation of any rationing regulation or Order prescribed by the Office of Price Administration.

(d) *Reports to War Production Board.* The Office of Price Administration shall furnish reports at monthly intervals to the War Production Board covering the number of passenger automobiles transferred from each of the established quotas, and shall furnish such other reports as may be required by the Board.

(e) *Definition.* "Passenger automobile" means any automobile, built upon a standard or lengthened passenger car chassis having a seating capacity of not more than ten (10) persons, including taxicabs but not including ambulances, hearses or station wagons.

(f) *Modification of this Directive 1-X.* The War Production Board may from time to time amend this Directive 1-X in such manner and to such extent as it may determine to be necessary. This directive modifies Directive 1 (§ 903.1) to the extent applicable and supersedes the delegation of authority to the Office of Price Administration made by Supplementary Directive No. 1A (§ 903.2), as amended: *Provided, however*, That all action heretofore taken (including without limitation, regulations or orders heretofore issued) by the Office of Price Administration pursuant to Supplementary Directive No. 1A as originally issued and amended, is hereby ratified, approved and confirmed, and the authority so delegated shall continue to remain in full force and effect with respect to all such action which is not inconsistent with the terms of this directive, for all purposes including the purpose of allowing or sustaining any suit, action, prosecution or administrative or other proceeding heretofore or hereafter commenced with respect to any violation heretofore committed or right or liability heretofore incurred under or pursuant to the terms thereof.

Issued this 22d day of July 1944.

WAR PRODUCTION BOARD,
By S. W. ANDERSON,
Program Vice Chairman.

[F. R. Doc. 44-10960; Filed, July 22, 1944; 11:30 a. m.]

PART 903—DELEGATIONS OF AUTHORITY

[Supp. Directive 1A, Revocation]

Section 903.2 *Supplementary Directive 1A.* Supplementary Directive 1A is hereby revoked as of July 22, 1944. This revocation does not affect any liabilities incurred under the directive. Supplementary Directive 1A is superseded by Supplementary Directive 1-X, effective July 22, 1944.

Issued this the 22d day of July 1944.

WAR PRODUCTION BOARD,
By S. W. ANDERSON,
Program Vice Chairman.

[F. R. Doc. 44-10958; Filed, July 22, 1944; 11:30 a. m.]

Subchapter B—Executive Vice-Chairman

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 FR. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 1010—SUSPENSION ORDERS

[Suspension Order S-580]

JOHN POSTON

John Poston, of 725 Virginia Street, Berkeley, California, is a building contractor. In March or April of 1943, he began construction of a two-unit duplex dwelling on premises at the northeast corner of the intersection of Santa Fe Avenue and Cornell Avenue, Berkeley, California, without authorization from the War Production Board and at an estimated cost of $5,000, which amount exceeded the limit of $200 permitted by Conservation Order L-41, in violation of that order. John Poston was aware of War Production Board restrictions on construction, or, from his experience, should have been aware of them, and his doing this construction without authorization constituted a violation which was the result of gross negligence on his part.

This violation of Conservation Order L-41 has diverted critical materials to uses not authorized by the War Production Board. In view of the foregoing, it is hereby ordered, that:

§ 1010.580 *Suspension Order No. S-580.* (a) Neither John Poston, his successors or assigns, nor any other person, shall do any construction on the premises at the northeast corner of the intersection of Santa Fe Avenue and Cornell Avenue, Berkeley, California, including putting up or altering the structure, and including the making of any connections with any utility or service as defined in or governed by Utilities Order U-1, or any supplementary Utilities Order of the U-series, as amended from time to time, unless hereafter specifically authorized in writing by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve John Poston, his successors or assigns, from any restrictions, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(c) This order shall take effect on July 21, 1944.

Issued this 11th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10929; Filed, July 21, 1944; 4:07 p. m.]

PART 1181—PASSENGER AUTOMOBILES

[General Conservation Order M-130, Revocation]

Section 1181.1 *General Conservation Order M-130* is hereby revoked as of July 22, 1944. This revocation does not affect any liabilities incurred under the order. Conservation Order M-130 is superseded by Amendment No. 14 to the Office of Price Administraotion New Passenger Automobile Rationing Regulations Order No. 2-B, as amended July 22, 1944.

Issued this 22d day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-10961; Filed, July 22, 1944; 11:30 a. m.]

PART 1293—HAND TOOLS SIMPLIFICATION

[Limitation Order L-157, Schedule VIII as Amended July 22, 1944]

WOOD-BORING BITS

§ 1293.9 *Schedule VIII to Limitation Order L-157*—(a) *Definitions.* For the purposes of this order:

(1) "Producer" means any person who manufactures, forges or otherwise fabricates wood-boring bits.

(2) "Distributor" means any person who purchases wood-boring bits for resale.

(3) "Ultimate consumer" means any other purchaser of wood-boring bits.

(4) "Wood-boring bit" means any tool for boring wood.

(5) "Style" means a given combination of twist and cutting head, exclusive of point.

(b) *Simplified practices.* After January 22, 1944, no producer may begin the manufacture or fabrication of any wood-boring bit which does not conform to the types, styles, sizes, dimensions, and grades set forth in Appendix A of this schedule. Notwithstanding this provision a producer may manufacture and fabricate non-conforming wood-boring bits to fill orders which were on his books before January 22, 1944. Non-conforming wood-boring bits may not be delivered or shipped by a producer after April 22, 1944.

(c) *Exemptions.* The following are exempt from the restrictions established by paragraph (b) of this schedule:

1. Adjustable countersinks.
2. Integral countersink bits.
3. Machine center bits.
4. Plug cutters.
5. Screw driver bits.
6. Bung-boring bits.
7. Spike-boring machine bits.
8. Bits for hollow mortising chisels.
9. Bits requiring screw shanks and tapered shanks.
10. Handled gimlets.
11. Small fluted drills for spiral and other hand drills.
12. Wood-boring bits of the types described in Appendix A which are of diameters greater than the maximum diameters listed for the respective types: *Provided*, That they conform to the provisions of Appendix A as to finish. (This provision does not apply to Expansive Bits, Type 10.)
13. Wood drills with points other than the point shown in Fig. 8.[1]

(d) *Sets.* No producer shall make for his inventory and no distributor shall acquire for his inventory or shelf stock any sets of wood-boring bits. Any number of bits in excess of one which have been grouped for purposes of sale as a unit shall be deemed a set for the purposes of this paragraph. Nothing contained in this paragraph shall prohibit a producer from producing sets to fill a specific order placed directly or indirectly by an ultimate consumer, or a distributor from making up a set or sets to fill a specific order placed by an ultimate consumer.

Issued this 22d day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

APPENDIX A

NOTE: Appendix A amended July 22, 1944.

Material. Shall be of a good grade of steel which shall have a carbon content of not less than 0.45 percent.

Style. No type of wood-boring bit shall be made in any styles other than those described herein, and no producer shall make any type in more styles than the number permitted herein.

Grade. No producer shall make any type and style of wood-boring bit in more than one grade.

Finish. All wood-boring bits shall be free from scale. Polishing shall be limited to that necessary to assure the proper functioning of the tool, and shall not be finer than that resulting from the use of a 90-grit emery wheel, dry, when good commercial polishing technique is employed. The round and square portions of hand bits, including expansive bits, shall not be polished. The groove or hollow of the flight of ship-twist bits shall not be polished, except that the groove of power driven ship-twist bits 5/8 inch or less in diameter may be polished. All bits may be given a protective coating of anti-corrosion compound.

TYPE 1. *Auger bits*—May be made in both double twist, and solid center single twist. Bits shall be forged from a single piece of steel and shall have a square tapered bit stock shank, screw point, two spurs and two

[1] Fig. 1-9 filed as part of the original document.

extension lips so beveled as to form cutting edges (Fig. 1 and Fig. 2).[1] These bits may also be made with a ¼ inch round shank and auger bit sizes over ½ inch in diameter may have three flats or grooves to provide a firm grip for the chuck.

Size (bit diameter in 16ths of an inch)	Length		Minimum diameter of round of shank
	Maximum over-all	Twist	
	Inches	*Inches*	*Inch*
4	7½	3¾	13/64
5	7½	3⅞	7/32
6	7¾	4	15/64
7	8	4	17/64
8	8	4	17/64
9	8	4	9/32
10	8¼	4¼	19/64
11	8¼	4¼	19/64
12	8½	4½	5/16
13	8½	4½	5/16
14	8½	4½	5/16
15	8¾	4¾	11/32
16	8¾	4¾	11/32
17	9	4⅞	3/8
18	9	4⅞	3/8
19	9¼	5	3/8
20	9¼	5	27/64
21	9¼	5	27/64
22	9¼	5	27/64
23	9⅜	5¼	27/64
24	9½	5⅛	27/64

Tolerances:
Bit diameter: plus 0.015 inch.
Length over-all and length of twist: Plus or minus 10 percent.

TYPE 2. *Car bits*—May be made single twist, double twist, or solid center single twist and shall have a square tapered bit stock shank and screw point. Single twist bits may have an extension lip and a single spur on opposite sides of the point (Fig. 3), or have a cutting edge and a side lip located at right angles to the cutting edge (Fig. 4), while double twist and solid center single twist bits shall have two spurs and two extension lips so beveled as to form cutting edges (Fig. 1 and Fig. 2). No producer shall make car bits in more than two styles. Car bits shall be forged from a single piece of steel and may be made in over-all lengths of 12 and 18 inches, and only in the following sizes:

NOTE: Type 2 table amended July 22, 1944.

Size (bit diameter in 16ths of an inch)	Length[1]		Minimum diameter of round of shank
	Maximum over-all	Twist	
	Inches	*Inches*	*Inch*
6	12 and 18	8 and 12	13/64
7	12 and 18	8 and 12	17/64
8	12 and 18	8 and 12	17/64
9	12 and 18	8 and 12	9/32
10	12 and 18	8 and 12	19/64
11	12 and 18	8 and 12	19/64
12	12 and 18	8 and 12	5/16
13	12 and 18	8 and 12	5/16
14	12 and 18	8 and 12	5/16
15	12 and 18	8 and 12	11/32
16	12 and 18	8 and 12	11/32
17	12 and 18	8 and 12	3/8
18	12 and 18	8 and 12	3/8
20	12 and 18	8 and 12	27/64
22	12 and 18	8 and 12	27/64
24	12 and 18	8 and 12	27/64

Tolerances:
Bit diameter: Plus 0.015 inch.
Length overall: Plus or minus 1 inch.
Length of twist: Plus or minus ½ inch.

[1] Bits 12 inches over-all shall have 8 inch twist. Bits 18 inches over-all shall have 12 inch twist.

TYPE 3. *Auger bits (machine except ship auger)*—May be made in both double twist and solid center single twist. Bits shall be forged from a single piece of steel, and shall have a round shank having a diameter of ¼ inch and a length of 2 inches, which may be flattened on one side to a width of ⅜ inch and a length of 1½ inches, screw or brad point, and two spurs and two extension lips so beveled as to form cutting edges (Fig. 1 and Fig. 2). Machine auger bits shall be made only in the following sizes:

Size (bit diameter in 16ths of an inch)	Maximum length of twist, in inches			
3	4			
4	4	6	8	12
5	4	6	8	12
6	4	6	8	12
7	4	6	8	12
8	4	6	8	12
9	4	6	8	12
10	4	6	8	12
11	4	6	8	12
12	4	6	8	12
13	4	6	8	12
14	4	6	8	12
15	4	6	8	12
16	4	6	8	12
18	-----	6	8	12
20	-----	6	8	12
22	-----	6	8	12
24	-----	6	8	12
26	-----	6	8	-----
28	-----	6	8	-----
30	-----	6	8	-----
32	-----	6	8	-----

Tolerances:
Bit diameter: Plus 0.010 inch.
Length over-all and length of twist: Minus ¼ inch.

TYPE 4. *Ship augers (square shank)*—Shall be made single twist or solid center single twist and have a cutting edge, a side lip located at right angles to the cutting edge, and a straight square shank or nib, suitable for use with auger handle, single or double crank handle, or for welding to extension stem. Ship augers with square shank may be made only in the following sizes with and without screw point (Fig. 4 and Fig. 5).

Size (bit diameter in 16ths of an inch)	Length		Diameter of round of shank (minimum)	Size of square of shank
	Over-all	Twist		
	Inches	*Inches*	*Inch*	*Inch*
4	13	8	¼	3/16
5	13	8	¼	3/16
6	15	10	5/16	3/16
7	15	10	5/16	3/16
8	15	10	5/16	3/16
9	17	12	11/32	7/16
10	17	12	11/32	7/16
11	17	12	3/8	7/16
12	17	12	3/8	7/16
13	17	12	3/8	7/16
14	17	12	3/8	7/16
15	17	12	3/8	7/16
16	17	12	3/8	7/16
17	20	15	15/32	3/8
18	20	15	15/32	3/8
19	20	15	15/32	3/8
20	20	15	15/32	3/8
21	20	15	17/32	3/8
22	20	15	17/32	3/8
24	20	15	17/32	3/8
26	20	15	17/32	3/8
28	20	15	17/32	3/8
30	20	15	17/32	3/8
32	20	15	17/32	3/8

Tolerances:
Bit diameter: Plus 0.015 inch.
Length over all and length of twist: Plus or minus ½ inch.
Square shank size: Plus or minus 1/32 inch.

TYPE 5. *Ship augers (machine or round shank)*—Shall be made single twist or solid center single twist have a cutting edge, a side lip located at right angles to the cutting edge, and a round shank having a diameter of ½ inch and a length of 2 to 2½ inches, which may be flattened on one side to a width of ⅜ inch and a length of 1⅛ inches. Ship augers with round shank shall be made only in the following sizes with and without screw point (Fig. 4 and Fig. 5).

NOTE: Table amended July 22, 1944.

Size (bit diameter in 16ths of an inch)	Maximum length of twist in inches			
4	12	-----	-----	-----
5	12	-----	-----	-----
6	12	-----	-----	-----
7	12	-----	-----	36
8	12	-----	-----	-----
9	12	18	24	-----
10	12	18	24	-----
11	12	18	24	-----
12	12	18	24	36
13	12	18	24	-----
14	12	18	24	-----
15	12	18	24	-----
16	12	18	24	36
17	12	18	24	-----
18	-----	18	24	-----
19	-----	18	24	-----
20	-----	18	24	-----
21	-----	18	24	-----
22	-----	18	24	-----
23	-----	18	24	-----
24	-----	18	24	-----
26	-----	18	24	-----
28	-----	18	24	-----
30	-----	18	24	-----
32	12	18	24	36

Tolerances:
Bit diameter: Plus 0.015 inch.
Length over-all and length of twist: Plus or minus ½ inch.

TYPE 6. *Ring augers*—Shall be made single twist, double twist, or solid center single twist. Single twist bits shall have one cutting edge and a side lip located at right angles to the cutting edge (Fig. 4), while solid center and double twist bits shall have two cutting edges and two side lips located at right angles to the cutting edges (Fig. 6). All shall have screw points. The shank shall be fitted with a suitably designed ring or eye for reception of handle. Ring augers shall be made only in the following sizes:

Size (bit diameter in 16ths of an inch)	Length		Diameter of round of shank (minimum)
	Over all	Twist	
	Inches	*Inches*	*Inch*
8	14½	10	5/16
9	17½	12	11/32
10	17½	12	11/32
11	17½	12	3/8
12	17½	12	3/8
13	17½	12	3/8
14	17½	12	3/8
15	17½	12	3/8
16	17½	12	3/8
17	20	15	13/32
18	20	15	13/32
19	20	15	13/32
20	20	15	13/32
21	20	15	13/32
22	20	15	13/32
23	20	15	13/32
24	20	15	13/32
25	20	15	13/32
26	20	15	13/32
27	20	15	13/32
28	20	15	13/32
29	20	15	13/32
30	20	15	13/32
31	20	15	13/32
32	20	15	13/32

Tolerances:
Bit diameter: Plus 0.015 inch.
Length over-all and length of twist: Plus or minus ½ inch.

TYPE 7. *Plug bits (machine)*—Shall be made double twist with a cylindrical guide, axially located, and shall have two spurs and two extension lips so beveled as to form cutting edges (Fig. 7). The shank shall be round, with a diameter of ½ inch and a length of 2 inches, which may be flattened on one side to a width of ⅜ inch and a length of 1½ inches. Plug bits shall be made only in the following sizes:

NOTE: Table amended July 22, 1944.

Size (bit diameter)	Length		Dimensions of guide
	Over-all	Twist	
Inches	*Inches*	*Inches*	*Inch*
1¼	6	2	As desired.
1⅜	6	2	Do.
1½	6	2	Do.
1⅝	6	2	Do.
2	6	2	Do.
2⅛	6	2	Do.
2⅜	6	2	Do.
2¼	6	2	Do.
3	6	2	Do.
3⅛	6	2	Do.
3⅜	6	2	Do.
3⅝	6	2	Do.
4	6	2	Do.

Tolerances:
Bit diameter: Plus 0.015 inch.
Length overall and length of twist: Plus or minus 3/16 inch.

TYPE 8. *Plug bits, hand, with threaded guide*—Shall be made double twist with a threaded cylindrical guide, axially located, and shall have two spurs and two extension lips so beveled as to form cutting edges (similar to Fig. 7) and a square tapered bit stock shank. They shall be made only in the sizes permitted for type 7 plug bits.

TYPE 9. *Plug bits, hand, with screw point*—Shall be made double twist with a screw point in lieu of a cylindrical guide (similar to Fig. 7) and a square tapered bit stock shank. They shall be made only in the sizes permitted for type 7 plug bits.

TYPE 10. *Expansive bits*—May be made in plain, screw, or gear adjusting styles and shall have square tapered bit stock shanks. Two cutters shall be used to bore holes of any diameter within the capacity range of the bit, except that a third cutter may be made for use in the larger bit for boring holes up to four inches in diameter. Expansive bits shall be made only in accordance to the following requirements:

Size (expansive range) (minimum)	Over-all length (maximum)	Cutter spur height	Diameter of round (minimum)	Dimensions, square of shank			Cutting edge in advance of spur (minimum)
				Large end	Small end	Length	
Inches	*Inches*	*Inch*	*Inch*	*Inch*	*Inch*	*Inches*	*Inch*
¾ or less to 1¼	7	1 1/16	3/16	3/16	3/32	1¼	3/32
1⅜ to 3	8½	3/16	3/16	3/16	¼	1⅜	¼

Tolerances:
Height of cutter spur: Plus or minus 1/64 inch.
Square of shank dimensions of large and small ends: Plus or minus 1/32 inch.
Length of square of shank: Plus or minus ¼ inch.
Length over-all: Minus ½ inch.

TYPE 11. *Forstner bits (hand and machine)*—Shall be made only in the following sizes:

Size (diameter of cutting head)	Diameter of round (minimum)	Hand[1] length over all	Machine[2] length over-all
Inches	*Inch*	*Inches*	*Inches*
¼	7/32	6¼	5
5/16	7/32	6¼	5
⅜	¼	6¼	5
7/16	¼	6¼	5
½	9/32	6¼	5
9/16	9/32	6¾	5
⅝	9/32	6¾	5
11/16	9/32	6¾	5
¾	9/32	6¾	5
13/16	9/32	7¼	5
⅞	9/32	7¼	5
15/16	9/32	7¼	5
1	9/32	7¾	6
1 1/16	11/32	7¾	5
1 1/16	11/32	7¾	5
1 1/16	11/32	7¾	5
1 1/16	3/8	7¾	5
1 1/16	3/8	8¼	5
1 1/16	3/8	8¼	5
1 1/16	13/32	8¼	6¾
1 1/16	13/32	8¼	6¾
1 1/16	13/32	8¼	6¾
1 1/16	½	8¼	6¾
1 1/16	½	8¾	6¾
1 1/16	½	8¾	6¾
2	½	8¾	6¾
2 1/16	½	-----	6¾
2 1/16	17/32	-----	10
2 1/16	17/32	-----	10
2 1/16	17/32	-----	10
2 1/16	17/32	-----	10
2 1/16	17/32	-----	10
2 1/16	17/32	-----	10
3	17/32	-----	10

Tolerances:
Diameter: Plus 0.015 inch.
Tolerance on over-all length: Plus or minus 3/16 inch.

[1] Hand bits shall have a square tapered shank approximately 1 3/16 inches long by 7/16 inch square at large end, with taper of 5 degrees on a side or a total of 10 degrees.

[2] Machine bits up to and including 2 1/16 inches in diameter shall have a round shank ½ inch in diameter; bits more than 2 1/16 inches in diameter shall have round shanks ¾ inch in diameter. Tolerance on over-all length: Plus or minus ¼ inch.

TYPE 12. *Gimlet bits, double cut*—Shall be forged from a single piece of steel and the cutting edges shall be sharpened and terminate in a point. Gimlet bits of this type shall have square tapered bit stock shanks, and shall be made only in the following sizes:

Nominal size (largest diameter of twist) (inch)	Length		Length of square of shank
	Over-all	Twist	
	Inches	*Inches*	*Inches*
3/16	4 3/32	1 3/16	1 3/16
5/32	4 3/32	1 3/4	1 3/4
7/32	4 3/32	1 3/8	1 3/4
9/32	4 5/32	1 3/4	1 3/8
5/16	4 5/32	1 3/4	1 3/8
11/32	6	2	1 3/8
3/8	6	2 1/4	1 3/8

Tolerances:
Nominal size: Plus 0.015 inch.
Length over-all and length of twist: Minus 3/16 inch.
Length of square of shank: Plus or minus ¼ inch.

TYPE 13. *Drills and countersinks for boring for wood screws:*

(a) *Tapered drills (twisted section tapered to correspond with threaded part of screws)*—Shall be made double drill twist (Fig. 8) and shall have a round shank and two permissible over-all lengths of not more than 4½ and 6 inches respectively. They shall have a length of twist of not more than 2 inches, and may be made only in sizes having larger diameters of 3/16, 7/32, and ¼ inch.

(b) *Straight drills*—Shall be made double drill twist (Fig. 8), shall have a round shank and two permissible over-all lengths of not more than 4½ and 6 inches respectively. They shall be made only in sizes of ⅛, 5/32, 3/16, 7/32, ¼, 9/32, 5/16, 11/32, ⅜, and 7/16 inch.

(c) *Countersinks* (with square tapered bit stock shanks)—Shall be made only in rose pattern, having an over-all length of 4½ inches, and in one size with largest cut of ¾ inch. The included angle between the sides of the cutter shall be 82 degrees.

TYPE 14. *Wood drills having a point as shown in Fig. 8.* Shall be made double drill twist and shall have a tapered square bit stock shank and an over-all length ranging from approximately 3½ to 10 inches depending on the diameter, or a straight shank and an over-all length ranging from approximately 2½ to 6 inches. These drills may be made in sizes from 1/16 inch to 1 inch by thirty-seconds.

TYPE 15. *Bell hangers or electricians drills*—Shall be made double drill twist (Fig. 8), and shall have a tapered square bit stock shank. May be made in over-all lengths of 12, 18, and 24 inches only, and in diameters from 3/16 to 5/8 inch by sixteenths, and ¾ inch.

TYPE 16. *Dowel bit*—Shall be made double twist with two spurs and two extension lips so bevelled as to form cutting edges (Fig. 1). May have a tapered square bit stock shank or a round machine shank and may be made in sizes from 3/16 to 1 inch by sixteenths, having an over-all length not to exceed 5 inches.

TYPE 17. *Machine drills (double drill twist)*. May be made with spurs and brad point and with tapered head (Fig. 8) and shall have straight round shank or round shanks, having a diameter of ½ inch and a length of 2 to 2½ inches, which may be flattened on one side to a width of ⅜ inch and a length of 1½ inches. Machine bits shall be made only in the following sizes:

NOTE: Type 17 table amended July 22, 1944.

Size (bit diameter in 16ths of an inch)	Allowable length of twist, in inches			
3	4	-----	-----	-----
4	4	6	8	12
5	4	6	8	12
6	4	6	8	12
7	4	6	8	12
8	4	6	8	12
9	4	6	8	12
10	4	6	8	12
11	4	6	8	12
12	4	6	8	12
13	4	6	8	12
14	4	6	8	12
15	4	6	8	12
16	4	6	8	12
18	-----	6	8	12
20	-----	6	8	12

Tolerances:
Bit diameter: Plus 0.010 inch.
Length overall and length of twist: Minus 0.250 inch.

TYPE 18. *Tapping or sugar tree bits*—Shall be made either double twist, or solid center single twist, except that no producer shall make more than one style. Bits shall be forged from a single piece of steel and shall have a square tapered bit stock shank, screw point, and a round cut head (Fig. 9). May be made in sizes of ⅜, 7/16, and ½ inch, having an over-all length not to exceed 4½ inches.

NOTE: Types 19, 20, and 21 added July 22, 1944.

TYPE 19. *Multispur machine bits*—Shall be made only in the following sizes. Bits having a diameter up to and including 2⅛ inches shall have a round shank ½ inch in diameter; bits having a diameter of more than 2⅛ inches may have round shanks ¾ inch in diameter.

Siz (diameter of cutting head)	Diameter of round (minimum)	Length over-all
Inches	*Inch*	*Inches*
3/16	3/16	5 1/16
7/16	¼	5 1/16
½	9/32	5 1/16
9/16	9/32	5 1/16
⅝	5/32	6 3/16

[1] Figure numbers refer to figures shown at the end of the Appendix. Filed as part of the original document.

Size (diameter of cutting head)	Diameter of round (minimum)	Length over-all
Inches	*Inch*	*Inches*
1 1/16	9/32	5 3/4
3/4	9/32	5 3/4
13/16	5/16	5 3/4
7/8	5/16	5 3/4
15/16	5/16	5 3/4
1	11/32	5 3/4
1 1/16	11/32	5 3/4
1 1/8	11/32	5 3/4
1 3/16	3/8	5 3/4
1 1/4	3/8	5 3/4
1 5/16	3/8	5 3/4
1 3/8	3/8	5 3/4
1 7/16	1/2	6
1 1/2	1/2	6
1 5/8	1/2	6
1 3/4	1/2	6
1 7/8	1/2	6
2	1/2	6
2 1/8	5/8	6
2 1/4	5/8	6
2 3/8	5/8	6
2 1/2	5/8	6
2 5/8	5/8	6
2 3/4	5/8	6
2 7/8	5/8	6
3	5/8	6

Tolerances:
Diameter: Plus 0.015 inch.
Overall length: Plus or minus 3/4 inch.

TYPE 20. *Derrick augers*—Shall be made double twist and solid center single twist. They shall have two cutting edges and two side lips located at right angles to the cutting edges (Fig. 6). Both shall have screw points. The shank shall be square and shall be threaded on the end to take a nut to hold a handle on the shank. Derrick augers shall be made only in the following sizes:

Size (bit diameter in 16ths of an inch)	Length		Square shank minimum
	Maximum over-all	Twist	
	Inches	*Inches*	*Inches*
6	36	18 and 24	12 and 6.
7	36	18 and 24	12 and 6.
8	36	18 and 24	12 and 6.
9	36	18 and 24	12 and 6.
10	36	18 and 24	12 and 6.
11	36	18 and 24	12 and 6.
12	36	18 and 24	12 and 6.
13	36	18 and 24	12 and 6.
14	36	18 and 24	12 and 6.
15	36	18 and 24	12 and 6.
16	36	18 and 24	12 and 6.
17	36	18 and 24	12 and 6.
18	36	18 and 24	12 and 6.
19	36	18 and 24	12 and 6.
20	36	18 and 24	12 and 6.
21	36	18 and 24	12 and 6.
22	36	18 and 24	12 and 6.
23	36	18 and 24	12 and 6.
24	36	18 and 24	12 and 6.
26	36	18 and 24	12 and 6.
28	36	18 and 24	12 and 6.
30	36	18 and 24	12 and 6.
32	36	18 and 24	12 and 6.
36	36	18 and 24	12 and 6.
40	36	18 and 24	12 and 6.

Tolerances:
Bit diameter: Plus 0.015 inch.
Length: Plus or minus 0.5 inch.

TYPE 21. *Stump augers.*—Shall be made double twist or solid center single twist. They shall have two cutting edges and two side lips located at right angles to the cutting edges (Fig. 6). Both shall have screw points. They shall be made only with bit diameter of 1¾" in two styles only: (a) (6' integral crank type with 18" twist; (b) (4½' T-handle type with 16" twist).

[F. R. Doc. 44–10962; Filed, July 22, 1944; 11:30 a. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 5, Int. 14]

PLANTS ENGAGED IN SEVERAL ACTIVITIES

The following interpretation is issued with respect to CMP Reg. 5:

Where a plant is engaged for the majority of a year principally in the production of a certain item listed in a schedule of CMP Regulation No. 5, and for a brief period during that year produces an item listed in another schedule of CMP Regulation No. 5, or produces an item which is unlisted, that plant, pursuant to paragraph (e) of CMP Regulation No. 5, may at all times use the rating assigned to the principal activity to procure maintenance, repair and operating supplies.

Example. A distillery which is producing industrial alcohol under Order M–69 may use the AA–1 MRO rating, assigned in Schedule I under Chemicals and Allied Products for the procurement of maintenance, repair and operating supplies. If that distillery has been authorized to operate its facilities exempt from the provisions of paragraph (b) and (e) of Order M–69 for the month of August, 1944, it may continue to use the AA–1 MRO rating for maintenance, repair and operating supplies. Similarly, if an industrial alcohol plant has been authorized under M–30 to tax pay or to deliver in bond for the purpose of tax paying, a portion of his production, such an authorization will not affect his right to use an AA–1 rating for maintenance, repair and operating supplies.

Issued this 22d day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10963; Filed, July 22, 1944; 11:30 a. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S–575]

ATLAS FURNACE AND ENGINEERING, INC.

Atlas Furnace and Engineering, Inc., a corporation located at 2952 Nicollet Avenue, Minneapolis, Minnesota, is engaged in the business of cleaning and repairing furnaces and heating apparatus and in installing new heating systems. Between August 23 and November 19, 1943, the corporation sold, delivered and installed new heating units on customers' certifications as required by Preference Rating Order P–84, which certifications were false in that the equipment was not to replace heating equipment worn out beyond repair, or destroyed, and the responsible officers of the company had reason to believe the certifications were false. The responsible officers of Atlas Furnace and Engineering, Inc., were aware of Preference Rating Order P–84 and these acts must be deemed to constitute wilful violations of the order.

These violations of Preference Rating Order P–84 have diverted scarce materials to uses not authorized by the War Production Board. In view of the foregoing, it is hereby ordered, that:

§ 1010.575 *Suspension Order No. S–575.* (a) Atlas Furnace and Engineering, Inc., its successors or assigns, shall not order, buy, receive or accept delivery of new plumbing and heating equipment as defined in or governed by List A of General Limitation Order L–79 (as amended from time to time), unless hereafter specifically authorized in writing by the War Production Board.

(b) Deliveries of material to Atlas Furnace and Engineering, Inc., its successors or assigns, shall not be accorded priority over deliveries under any other contract or order, and no preference ratings shall be assigned, applied or extended to such deliveries by means of preference rating certificates, preference rating orders, general preference orders or any other orders or regulations of the War Production Board, unless hereafter specifically authorized in writing by the War Production Board.

(c) No allocation, including allotments, shall be made to Atlas Furnace and Engineering, Inc., its successors or assigns, of any material or product the supply or distribution of which is governed by any order or regulation of the War Production Board, unless hereafter specifically authorized in writing by the War Production Board.

(d) This order shall take effect on July 22, 1944, and shall expire on November 22, 1944.

Issued this 15th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10985; Filed, July 22, 1944; 1:31 p. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S–584]

HENRY B. BYORS

Henry B. Byors of 19 Highland Terrace, Marblehead, Massachusetts, is a dealer in and installer of heating and plumbing equipment. In January, February, June and September of 1943, he participated in the construction of four residences located at 160 Atlantic Avenue, at 19 Russell Street, at 27 Barnard Street, and at 47 Gregory Street, all in Marblehead, without authorization from the War Production Board; each construction exceeded the limit of $200, permitted by Conservation Order L–41 and was in violation of that order. Henry B. Byors was aware of War Production Board restrictions on construction and should have familiarized himself with them, and his participating in these construction jobs without authorization constituted violations of Conservation Order L–41 which were the result of gross negligence on his part.

In connection with these construction jobs, he sold new metal plumbing and heating equipment in violation of General Limitation Order L–79; he installed copper or copper base alloy pipes in violation of Supplementary Conservation Order M–9–c–4, and he installed a copper base alloy tank in violation of General Limitation Order L–199; these violations were the result of gross negligence on his part. He further failed to keep proper records as required by Priorities Regulation 1 as a result of gross negligence.

On or about October 28, 1943, Henry B. Byors wilfully furnished false and misleading information to the War Production Board by antedating a bill for plumbing fixtures delivered by him on one of the construction jobs above described, knowing it was to be shown to representatives of the War Production Board.

These violations of War Production Board regulations have diverted critical materials to uses not authorized by the War Production Board and have interfered with the controls established by the War Production Board for the allocation of critical materials, and they have hampered and impeded the war effort of the United States of America. In view of the foregoing, it is hereby ordered, that:

§ 1010.584 *Suspension Order No. S–584.* (a) Deliveries of material to Henry B. Byors, his successors or assigns, shall not be accorded priority over deliveries under any other contract or order and no preference rating shall be assigned, applied or extended to such deliveries by means of preference rating certificates, preference rating orders, general preference orders or any other orders or regulations of the War Production Board, unless hereafter specifically authorized in writing by the War Production Board.

(b) The provisions of this suspension order shall not apply to orders for maintenance or repair (excluding minor capital additions) as defined in CMP Regulation 5 (as amended from time to time), nor to orders bearing a preference rating of AA–2X or higher.

(c) Nothing contained in this order shall be deemed to relieve Henry B. Byors, his successors or assigns, from any restriction, prohibition, or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(d) This order shall take effect on July 22, 1944, and shall expire on October 2, 1944.

Issued this 15th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10986; Filed, July 22, 1944; 1:31 p. m.]

PART 944—REGULATIONS APPLICABLE TO THE OPERATION OF THE PRIORITIES SYSTEM

[Priorities Reg. 23]

EXPERIMENTAL MODELS

§ 944.44 *Priorities Regulation 23*—(a) *Background and purpose of this regulation.* Certain orders and regulations of the War Production Board limit or prohibit the manufacture of certain articles or the use of certain materials in making the articles. These restrictions apply to the manufacture of experimental models of the articles and therefore prevent persons from making such experimental models. The purpose of this regulation is to override those orders and regulations so as to allow experimental models of the restricted articles to be made under certain conditions. Nobody needs to read this regulation unless he wants to make experimental models of an article which cannot be made under existing orders and regulations.

(b) *Meaning of the term "experimental model."* The term "experimental model" means any model of a consumer or industrial product (e. g. refrigerator or printing press) which is made, as an experiment, for the purpose of determining whether it will be superior to or cheaper to make than present models and whether it can be reproduced on a commercial basis. The term does not include any models, such as samples, which are made for the purpose of promoting sales or creating a consumer demand for such articles. Nor does the term include experimental models of buildings or structures which involve construction. Such experimental construction jobs may be carried on only to the extent permitted under Order L–41.

(c) *Effect of other orders and regulations on manufacture of experimental models.* In spite of any order or regulation of the War Production Board limiting or prohibiting the manufacture of any article or the use of any material in making an article, any person may manufacture experimental models of any article and may use any materials in making them. However, in any case where the manufacture of experimental models of an article or the use of materials in making them would, but for this regulation, be prohibited by another order or regulation, the models may be made only within the limitations set forth in the following paragraphs (d) and (e).

(d) *Authorization required for making experimental models costing more than $5,000 in any month.* (1) No person shall, in any calendar month in any single plant, make experimental models (of the types which could not be made but for this regulation) costing in the aggregate more than $5,000, unless he has received written authorization from the War Production Board after applying on Form WPB–3879. The application should be filed in quadruplicate with the War Production Board Field Office for the district in which the plant is located.

(2) For the purposes of this paragraph (d), the person who completes the assembly of the experimental models shall be regarded as the person who "makes" the models, even though he may not be the person paying for them. Thus, in cases where a person (such as a commercial laboratory) makes experimental models for others, he must file an application on Form WPB–3879 if the total cost of all the experimental models which he makes during any calendar month in a single plant (or laboratory) exceeds $5,000.

(3) In determining the cost of experimental models, all direct costs (such as materials, components, sub-assemblies, labor, designing and drafting and the like) shall be included, even though part of the costs covers work done outside the plant in which the models are finally assembled. However, ordinary overhead costs (such as electricity, water, janitor service and the like) need not be included.

(e) *Additional limitations.* In addition to the restrictions set forth in paragraph (d), no person may make experimental models (of the types which could not be made but for this regulation) unless all of the following restrictions are complied with:

(1) Experimental models of an article may not be made unless they are made without diverting any managerial, scientific, or technical personnel or production workers or facilities from any work connected with the war effort.[1]

(2) Experimental models of an article may be made only in the minimum number and the minimum size required to determine the suitability of the article for commercial production and use. This does not permit a person to make trial production runs of experimental models.

(3) Materials which were allocated or allotted specifically for another purpose may not be used to make experimental models, except as permitted by § 944.11 of Priorities Regulation 1.

(4) Experimental models of an article shall not be distributed for the purpose of promoting sales or creating a consumer demand for the article, nor shall such models be exhibited to the trade or the public.

(f) *Illustrations.* The effect of this regulation is illustrated in the following examples:

(1) Order L–18–b prohibits the production or assembly of any new domestic vacuum cleaners or attachments. This regulation permits a person to make experimental models of domestic vacuum cleaners or attachments regardless of Order L–18–b.

(2) Order M–126 prohibits the use of iron or steel (except screws, nails, strapping or small hardware) in step ladders. This regulation permits a person to make experimental models of step ladders containing iron or steel steps, regardless of Order M–126.

(3) Order L–23–c prohibits producers from making more than three sizes of gas ranges and specifies the permitted types. This regulation permits a person to make other sizes of gas ranges for experimental purposes.

(4) Order L–192 prohibits producers from making construction machinery and equipment except in accordance with production schedules approved by the War Production Board. This regulation

[1] Attention is called to the provisions of the Selective Service Regulations which require a registrant who has been deferred from military service for occupational reasons and his employer to notify the Local Board promptly of any change in the registrant's job status. Attention is also called to the policies of the Selective Service System as to possible reclassification of occupationally deferred registrants when their employers use other similarly qualified employees for work not related to the war effort.

permits a person to make experimental models of construction machinery and equipment even though such experimental models do not appear in the production schedules approved under Order L–192.

(5) In each of the above four cases the limitations set forth in paragraphs (d) and (e) of this regulation must be complied with. However, where experimental models can be made within the provisions of existing orders and regulations of the War Production Board, this may be done without complying with the limitations of paragraphs (d) and (e). For example, the manufacture of cast iron boilers is restricted by Order L–187 which merely limits the number that can be made. Accordingly, a person may make experimental models of cast iron boilers within his quota under that order without complying with the limitations of paragraphs (d) and (e). However, if he wants to make experimental models of such boilers outside of his quota, he must comply with those limitations.

(g) *How to get priorities assistance for materials for experimental models.* Any person needing priorities assistance to get materials for making experimental models may use the V–9 allotment symbol and AA–3 preference rating assigned for that purpose by Preference Rating Order P–43, subject to the terms of that order. However, the priorities assistance provided by Order P–43 may not be used to get any facilities for making experimental models (of the types which could not be made but for this regulation), if such facilities would be capital additions.

NOTE: The reporting provisions of this regulation have been approved by the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

Issued this 22d day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–10963; Filed, July 22, 1944; 1:31 p. m.]

PART 1029—FARM MACHINERY

[Limitation Order L–257, Direction 2 as Amended July 24, 1944]

SALES OF WHEEL-TYPE TRACTORS FOR INDUSTRIAL USE WITH CONSTRUCTION MACHINERY ATTACHMENTS

The following amended direction is issued pursuant to Limitation Order L–257.

(a) *Purpose and scope.* Paragraph (f) (2) of Limitation Order L–257 (§ 1029.15) prohibits the sale for non-farm use of most machinery and equipment covered by that order unless the buyer has a rating of AA–4 or higher. If the buyer has no rating, he usually must apply for one on Form WPB–541 (PD–1A). This direction requires that any one who wants to buy a wheel-type tractor for use with construction machinery attachments listed on Schedule A of Order L–192 must apply on Form WPB–1319 for approval to buy it and any necessary rating; he should use the same Form WPB–1319 that he uses in applying for the attachments under Order L–192. "War agencies" are treated the same as they are under L–192.

This direction covers only sales and deliveries to the ultimate user who wants to buy wheel-type tractors plus construction machinery attachments for non-farm use. All other sales of wheel-type tractors for non-farm use are governed by paragraph (f) (2) of L–257.

(b) *Restrictions on sale.* Except where the buyer is a "war agency", on and after May 12, 1944, no person may sell or deliver, and no person may buy or accept delivery of, any new wheel-type tractor for use with new construction machinery attachments covered by Schedule A of Limitation Order L–192, without specific approval of the War Production Board. Application for this approval, including both the tractor and the construction machinery attachments, should be made by the prospective buyer on a single Form WPB–1319 in accordance with the current instructions for the form. He must file the application in quintuplicate with the WPB regional office in the region in which he desires to use the tractor and attachments. This application when approved will state all conditions under which the purchase order may be placed with the seller, including the assignment of any necessary preference rating.

(c) *Sales to "war agencies".* If the buyer of the tractor is a "war agency", as defined in Order L–192, it does not have to get specific approval under this direction. However, when it files information copies of Form WPB–1319 under paragraph (c) (2) of L–192 covering its purchase of the construction machinery attachments, it must on the same form identify the tractor to be purchased.

Issued this 24th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–11045; Filed, July 24, 1944; 11:32 a. m.]

PART 1157—CONSTRUCTION MACHINERY

[Limitation Order L–192, as Amended July 24, 1944]

CONSTRUCTION MACHINERY AND EQUIPMENT

The fulfillment of requirements for the defense of the United States has created a shortage in the supply for defense, for private account and for export, of materials used in the production of construction machinery and equipment and repair parts; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 1157.10 *Limitation Order L–192*—(a) *What this order does.* This order regulates the production and delivery of construction equipment and certain repair parts. The items of equipment covered by the order are listed in Schedules A, B and D. The order provides for scheduling the production and delivery of Schedule A equipment, prohibits sales and deliveries of Schedule A equipment except upon specific authorization of the War Production Board, and regulates the sales of repair parts for Schedule A equipment. With respect to Schedule B equipment, the order provides for the control of total production and restricts sales and deliveries to orders rated AA–5 or higher but does not regulate repair parts. It prohibits the production of Schedule D equipment.

(b) *Definitions.* For the purpose of this order:

(1) "Producer" means any person engaged in the manufacture of equipment.

(2) "Equipment" means that construction machinery and equipment listed in Schedules A, B and D attached hereto but not any equipment on rubber tired chassis or running gear built for or usable for the transportation of commodities or persons.

(3) "New", when applied to equipment, means any equipment which has never been delivered to and put into regular use by a person acquiring it for use.

(4) "Repair part" means any part manufactured for use in the repair and maintenance of equipment; but does not include components or attachments which change the functional operations of the equipment as originally shipped.

(5) "War agency" means the Army, Navy, Maritime Commission, War Shipping Administration and the military forces of any foreign country entitled to receive deliveries pursuant to the Act of March 11, 1941, entitled "An Act to Promote the Defense of the United States" (Lend-Lease Act).

(6) "United States" means the United States of America and its territories and possessions.

(7) "Supplier" means any producer, dealer or distributor engaged in the business of selling equipment or repair parts.

(8) "Dealer or distributor" means any person who is engaged in the business of purchasing equipment or repair parts for the purposes of resale.

Schedule A Equipment

(c) *Procedure for placing and receiving orders for Schedule A equipment.* (1) No person shall sell or deliver any new equipment listed in Schedule A, except to a war agency, unless the purchase or delivery order is accompanied by authorization on Form WPB–1319. Application for such authorization and for a preference rating must be made by filing the required number of copies of Form WPB–1319 with the War Production Board regional office in the region in which the purchaser desires to use such equipment, in accordance with the current instructions for the form.

(2) A war agency shall furnish the Construction Machinery Division, War Production Board, Washington 25, D. C., with information copies of Form WPB–1319 made out in duplicate (or other written notice in duplicate) at the time that any order for such equipment is placed with a supplier.

(d) *Restrictions on production of Schedule A equipment.* Producers must not use or put into process any materials for the production or assembly of (1) any new Schedule A equipment except in accordance with such production schedules as may be approved by the War Production Board under paragraph (e), or (2) any parts to be physically incorporated into new Schedule A equipment in excess of those required by approved production schedules.

(e) *Production schedules.* On or before the 15th day of each calendar month, every producer must file on Form WPB–1689, in accordance with the instructions on the form, a statement of his production of Schedule A equipment for the previous month and his proposed production schedule of all new Schedule A equipment projected for all additional monthly periods for which production may be planned. Approval or modification of such production schedule for the period planned or for a shorter period will be indicated on an approved copy of the Form WPB–1689 returned to the producer prior to the first day of the calendar month succeeding such filing. No producer shall change his production schedules as approved or changed by the War Production Board without specific authorization of the War Production Board. When actual production in any month is less than production authorized for that month, the items not produced may be produced in any subsequent month unless the authorization is revoked or modified by the War Production Board. Therefore, such items must not be shown again as planned production on any subsequent production schedule.

(f) *Prohibiting transfer and use of new equipment.* (1) On or before the 15th day of each calendar month, every producer must file on Form WPB–1689, in accordance with the instructions on the form, a statement showing his proposed delivery schedule of all unfilled orders for new Schedule A equipment, his shipments made during the calendar month previous to filing, his shipments during the current month to the date of filing, and inventory of finished items on hand at the end of the month previous to filing. Approval of a delivery schedule of all new Schedule A equipment for the calendar month succeeding such filing will be indicated on an approved copy of the form returned to the producer prior to the first day of that month, and the sequence of deliveries will remain in force whether or not the equipment is actually shipped during that month unless the schedule is subsequently changed by the War Production Board. In addition to the requirement of authorization on Form WPB–1319 for sales or deliveries under paragraph (c), no producer shall use for other than experimental or demonstration purposes, or sell or deliver any new Schedule A equipment unless the use, sale or delivery has been specifically approved by the War Production Board on Form WPB–1689.

(2) The War Production Board may at any time revoke any delivery authorization provided for in subpatagraph (1) above as to any or all new Schedule A equipment included therein, direct or change the schedule for deliveries of any such equipment, allocate any order for that equipment listed on a producer's Form WPB–1689 to any other producer, or direct the delivery of any such equipment to any other person, at regularly established prices and terms.

(3) Notwithstanding any preference rating heretofore or hereafter granted, no producer shall change his schedule of deliveries of any new Schedule A equipment as approved or changed by the War Production Board, without specific authorization of the War Production Board.

(g) *Restrictions on resale, rental and use.* Every person, except a war agency, to whom delivery of any new equipment listed in Schedule A has been authorized pursuant to this order, must use such equipment on the project described in the authorization to purchase. In addition, every person except a war agency, thirty days prior to the sale, lease or use on any other project of such equipment, shall notify in writing the Used Construction Machinery Regional Specialist of the War Production Board Regional Office in the region in which the equipment is located. The War Production Board at any time on two weeks' written notice, may require any such person who owns such equipment to sell, lease, or use such equipment as directed. Nothing in this order shall be deemed to affect the applicability of Limitation Order L–196.

Repair Parts for Schedule A Equipment

(h) *Restrictions on sale and delivery of repair parts for Schedule A equipment.* A supplier must not sell or deliver repair parts for Schedule A equipment to any person unless the sale or delivery is permitted by one of the following subparagraphs:

(1) *Repairs for current use.* A supplier may sell or deliver repair parts to any person for current use if the purchaser certifies that he will need the parts to replace worn out parts within 30 days after receiving them. The certification must be in substantially the following form: "Authorized under Order L–192—current use". This certification shall constitute a representation to the War Production Board that the repair parts ordered are required to replace worn out parts within 30 days after receipt of the parts ordered and are not for stock; and that the purchaser does not have other parts on hand or on order with any other supplier for this purpose. The purpose of this subparagraph (1) is to release by certification repair parts which will be put immediately (or within 30 days after receipt) into construction machinery in order that such machinery may be kept operating or put into condition to operate. This subparagraph (1) is not intended to permit the purchase of repair parts for stock. Paragraph (h) (4) tells how an equipment owner can get authorization on Form WPB–1319 from the War Production Board to purchase a stock of repair parts.

Exception. The above certification for current use must not be used for parts orders over $1000 if such parts are to be used for crawler, walker, or truck type shovels, cranes or draglines, with a rated capacity of less than 2½ cubic yards. Parts orders over $1000 for current use for such machines must be approved on Form WPB–1319, in accordance with subparagraph (4) below, before the sale or delivery can be made. Repair parts purchase or delivery orders must not be subdivided for the purpose of coming within this $1000 limitation.

(2) *War agencies and persons repairing war agency equipment.* (i) This paragraph (h) does not restrict the sale or delivery of repair parts to war agencies for direct use by them.

(ii) A supplier may sell or deliver repair parts to any person who has contracted to repair equipment owned by a war agency if the purchaser certifies that the parts will be used only to repair equipment owned by the war agency. The certification must be given in substantially the following form: "Authorized under Order L–192—war agency contract." This certification shall constitute a representation to the War Production Board that the buyer has contracted to repair equipment owned by a war agency and that the parts ordered will be used only for the repair of that equipment.

(3) *Exports.* A supplier may sell or deliver repair parts for export on any purchase order for $100 or less if the purchaser certifies that the parts are for export. The certification must be given in substantially the following form: "Authorized under Order L–192—for export." This certification shall constitute a representation to the War Production Board that the parts ordered are for export. If the purchase order is for more than $100, it must be approved on Form WPB–1319, as explained in the next subparagraph. However, nothing in this order shall be deemed to relieve any person from the necessity of getting an export license from the Foreign Economic Administration where such license is required.

(4) *Specific authorization to buy repair parts.* A supplier may sell or deliver repair parts for stock or any other purpose not provided for above if the purchase or delivery of the repair parts has been specifically authorized by the War Production Board. Application for this authorization and for a preference rating, if none has been previously assigned, may be made by filing the required number of copies of Form WPB–1319 in accordance with the current instructions for the form. When a person receives authorization on Form WPB–1319, to purchase repair parts, he may give his supplier the authorization along with his purchase order or, if he prefers, he may give the supplier a certification in substantially the following form: "Authorized under Order L–192—on Form WPB–1319." This certification shall constitute a representation to the War Production Board that the purchase or delivery of the repair parts ordered has been specifically authorized by the War Production Board on Form WPB–1319.

(5) *Sales to producers.* This paragraph (h) does not restrict the sale or delivery of repair parts to producers.

(6) *Sales to dealers and distributors.* Unless otherwise specifically directed by the War Production Board, this paragraph (h) shall not restrict the sale or delivery of repair parts to dealers or distributors located in the United States or Canada.[1] However, a dealer or distributor located in the United States must

[1] If a dealer or distributor located in the United States wants a preference rating to increase the size of his stock of repair parts, or to establish a new stock of repair parts for resale, he may apply for a preference rating on Form WPB–547 (formerly PD–1X) for repair parts to be obtained from a manufacturer. Such a dealer or distributor may, of course, extend any preference ratings received from his customers.

not purchase repair parts under this exemption to repair construction equipment owned by him. If he wants to use repair parts for that purpose, he may do so by following the procedure of paragraph (h) (1) above. For example, if he is getting repair parts from another supplier for the repair of his own equipment, he must give the certification of paragraph (h) (1) or the WPB–1319 authorization to the other supplier; if he wants to repair his equipment with parts which he originally acquired for resale, he may do so and, in that case, the certification or the WPB–1319 authorization must be placed in his file.

(i) *Certification.* Each L–192 certification provided for in paragraph (h) must be signed manually or as provided in Priorities Regulation 7. If the person signing an L–192 certification is using a preference rating on his order, he may add the L–192 certification to any certification used to apply the preference rating instead of giving two separate certifications. The standard certification of Priorities Regulation 7 must not be used instead of the L–192 certification, although the standard certification may be used along with it in applying a preference rating. A supplier may rely on any such L–192 certification unless he knows or has reason to believe it to be false. The L–192 certification may be waived in the manner provided in Priorities Regulation 7, and the one-time certification of Priorities Regulation 7 may be used instead of the L–192 certification.

(j) *Spares.* Orders for repair parts intended to be used as spares for new equipment listed in Schedule A must be placed with the supplier at the same time as the order for such new equipment.

(k) *Allocation of production of repair parts for Schedule A equipment.* No producer shall deliver to war agencies in any one month any repair parts for Schedule A equipment whatsoever in excess of 75% of his sales of that repair part during the month, if the delivery would prevent deliveries of such repair part to fill orders properly placed by other persons. Similarly, no producer shall deliver to other persons in any month more than 25% of his sales of any repair part for Schedule A equipment if the delivery would prevent the filling of orders for delivery of such repair part to war agencies. "Other persons", as used in this paragraph, shall not include dealers or distributors who have ordered repair parts for their stock or inventory. A dealer or distributor, in placing a purchase order with a producer for repair parts for which he has received a customer's order that he is unable to fill out of his stock, may state on his purchase order to the producer whether the repair part is being ordered for a war agency or not. If the repair part is being ordered for a war agency, delivery by the producer on such order shall be considered a delivery to a war agency for the purpose of this paragraph. If the repair part is being ordered for a person other than a war agency, delivery by the producer on the order shall be considered a delivery to "other persons" for the purposes of this paragraph.

(l) *Filling repair parts orders upon specific direction of the War Production Board.* A producer shall, upon the specific direction of the War Production Board on Form WPB–1319, make delivery of any repair part for Schedule A equipment to fill any order specified in such direction: When application has not previously been filed, the person authorized to receive such repair part shall return to the War Production Board a signed copy of Form WPB–1319 as confirmation of the application. However, confirmation copies need not be filed by war agencies.

Schedule B Equipment

(m) *Restrictions on sale and delivery of Schedule B equipment.* After August 3, 1944, no person shall sell or deliver any new equipment listed on Schedule B unless the sale or delivery bears a preference rating of AA–5 or higher. This restriction does not apply to deliveries on orders placed before August 3, 1944.

(n) *Restrictions on production of Schedule B equipment.* On or before the 15th day of August 1944, and on or before the 15th day of October, January, April and July thereafter, every producer must file on Form WPB–1689, in accordance with the instructions on the form, a statement of his deliveries of new Schedule B equipment for the previous three months and his proposed production of all new Schedule B equipment for all succeeding calendar quarters for which production may be planned. Approval or modification of the quantity of such equipment to be produced in the calendar quarter succeeding such filing or for a longer period will be indicated on a copy of the Form WPB–1689 returned to the producer prior to the first day of the calendar month succeeding such filing. A producer must not during any period produce more units of any type of Schedule B equipment than the quantity approved for that period by the War Production Board of Form WPB–1689 without a specific authorization from the War Production Board. When actual production in any quarter is less than production authorized for that quarter, the quantity not produced may be produced in any subsequent quarter unless the authorization is revoked or modified by the War Production Board. Therefore, such items must not be shown again as planned production on any subsequent report. Production schedules of Schedule B equipment are not "frozen schedules" under Priorities Regulation 18.

(o) *Repair parts for Schedule B equipment.* This order does not restrict the sale or delivery of repair parts for Schedule B equipment.

Schedule D Equipment

(p) *Restrictions on production of Schedule D equipment.* In addition to such restrictions as may be imposed by Order L–217 and all schedules thereto, producers must not use or put into process any materials for the production or assembly of any equipment listed in Schedule D.

(q) *Sales and delivery of Schedule D equipment and repair parts therefor.* Except as provided in paragraph (p) above, this order does not restrict the sale or delivery of any equipment listed in Schedule D or repair parts therefor.

Miscellaneous Provisions

(r) *Production authorizations.* (1) Production will be authorized so that labor requirements therefor in any one plant will not interfere with war production in that plant cr in any other plant located in the same area.

(2) In approving a producer's total production of equipment for delivery to persons other than war agencies, the War Production Board may, with respect to any particular type of equipment, take into consideration the producer's total production of that type of equipment during the years 1937–1941 so that each producer will get approximately his proportion of the total non-military production of the industry on the basis of his production during the years 1937–1941. In addition, the War Production Board will take into consideration, among other factors, the availability of materials and components.

(s) *Substitution and conservation of critical materials.* In the manufacture of any item of equipment or repair parts, no producer shall use any alloy steel, stainless steel, copper, brass, bronze, nickel, tin or cadmium, where the use of other less critical materials will not impair the efficiency of operation of such item.

(t) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable regulations of the War Production Board, as amended from time to time.

(u) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(v) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter, in triplicate, referring to the particular provision appealed from and stating fully the grounds of the appeal. The letter should be filed with the field office of the War Production Board in the district in which is located the plant or branch of the appellant to which the appeal relates.

(w) *Communications.* All communications concerning this order, except where specific reference is made herein to the contrary, shall be addressed to Construction Machinery Division, War Production Board, Washington 25, D. C., Ref: L–192.

NOTE: The reporting requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 24th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

SCHEDULE A

Angledozers and modifications thereof (for mounting on tractors of more than 25 drawbar H. P.)
Batchers, construction material.
Batching plants, construction type.
Bins, construction material, portable and stationary types.
Bulk cement handling plants.
Bulldozers and modifications thereof (for mounting on tractors of more than 25 drawbar H. P.)
Cranes, attachments for tractor mounting.
Cranes, crawler and rubber tired mounted power, and modifications thereof, except freight handling lift trucks.
Crushers, jaw (sizes 9" x 14" to 30" x 44" openings, inclusive); except those intermediate sizes as indicated in Schedule D (Ref: L–217), and except those sizes of a type designed exclusively for mining and smelting.
Crushers, roll, construction aggregates, portable type, except those sizes and types as indicated in Schedule D (Ref: L–217).
Crushing plants, portable type.
Distributors, bituminous.
Distributors, water (street sprinklers and flushers).
Ditchers, ladder and wheel types.
Draglines, slack line and walking types (other types—see Cranes).
Drilling machines, portable water well and blast hole drills, churn drill type.
Dryers, construction aggregates.
Earth boring machines, vertical auger type (except post hole diggers).
Finishers, paving (concrete or bituminous).
Graders, earth moving (motor, blade and elevating types).
Heaters and circulators, tank car.
Hoists, contractors and material handling exceeding 6,000 pounds line pull at 250 FPM line speed or exceeding 1,300,000 foot pounds effort based on second wrap of cable.
Jacks, mud.
Loaders, portable bucket (other than drag, flight or scraper type coal conveyors).
Loaders, portable snow.
Logging arches, tractor drawn.
Maintainers, road (complete machines).
Mixers, concrete construction, above 7 cubic feet except those sizes and types as indicated in Schedule D (Ref: L–217).
Mixers, concrete truck or agitator type (with or without elevating towers), except those sizes and types as indicated in Schedule D (Ref: L–217).
Pavers, concrete.
Plants, asphalt, including travel mix type.
Plants, bituminous patch, hot or cold mixer type (more than 10 tons per hour capacity).
Plants, soil stabilizing.
Plows, snow (rotary and blower types).
Plows, snow (V and blade types), truck, grader or railroad mounted or mounted on tractors of more than 25 H. P., including wings.
Power control units for tractors (both cable and hydraulic).
Pumps, concrete, except for well cementing.
Pumps, portable engine or electric-motor-driven pumping units mounted on skids, with or without handles, or trailer mounted larger than 90,000 gallons per hour, self priming centrifugal pumps, horizontal or vertical triplex piston road pumps, ordinarily used for contractor's purposes or by contractors for dewatering and supply, except those sizes and types as indicated in Schedule D (Ref: L–217).
Rollers, road (pneumatic tired, portable, tandem and three wheeled types).
Scrapers, carrying and hauling, both drawn and self-propelled, except those under 2 cubic yards struck capacity.
Shovels, attachments for tractor mounting.
Shovels, crawler and rubber-tired mounted power, and modifications thereof.
Sprayers, (maintenance units) bituminous material (over 300 gallon capacity).
Spreaders, concrete paving.
Sweepers, street (including motor pick up type).
Wagons, crawler trailer (contractors, logging, cane, etc.).
Washing and screening plants, portable type.
Wheels, crawler trailer (complete assemblies).
Winches, tractor mounted.

SCHEDULE B

Angledozers, and modifications thereof (for mounting on tractors of 25 drawbar H. P. or less).
Backfill tampers.
Breakers, paving.
Brooms, contractors rotary.
Buckets, clamshell, concrete, dragline and orange peel.[1]
Buckets, scraper (bottomless for dragline operation).[1]
Buggies and carts, concrete (hand operated and power propelled).
Bulldozers, and modifications thereof (for mounting on tractors of 25 drawbar H. P. or less.)
Cement guns.
Chutes, concrete handling.
Clay diggers.
Concrete surfacing machines, hand carried and highway types.
Conveyors, construction material, portable belt type and for portable plants.
Derricks, contractors and material handling, stiff leg, guy, pole, tripod, and setter types (portable or stationary).
Discs, road, wheel mounted and harrow type for construction work.
Ditchers, blade.
Drilling machines, rock, and modifications thereof hand held or portable mounted (except electric coal and core drills).
Finegraders and subgraders, self-propelled type.
Finishers and rodding machines for wet concrete.
Form tamping and pulling machines.
Forms, concrete road.
Graders, under truck type.
Grapples, rock type.
Hammers, pile.
Heaters, asphalt surface and concrete mixer types.
Hoists, contractors and material handling, hand type and power driven having specifications not exceeding 6,000 pounds line pull at 250 FPM, line speed or not exceeding 1,300,000 foot pounds effort based on second wrap of cable.
Hoppers, portable concrete.
Joint and crack filling machines.
Kettles, bituminous heating.
Mixers, aggregate pulverizer.
Mixers, concrete construction, 7 cubic feet and smaller; except those sizes and types as indicated in Schedule D (Ref: L–217).
Mixers, plaster and mortar.
Plants, bituminous patch, hot or cold mixer type (10 ton per hour capacity and under).
Plows, cable laying.
Plows, snow (for mounting on tractors of 25 H. P. or less).
Pumps, portable engine or electric motor driven pumping units, mounted on skids, with or without handles, or trailer mounted 90,000 gallons per hour and smaller self-priming centrifugal pumps, plunger pumps, or diaphragm pumps ordinarily used for contractors purposes or by contractors for dewatering and supply, excluding farm type, industrial type and underwriters approved fire fighting pumps; except those sizes and types as indicated in Schedule D (Ref: L–217).
Rippers, road.
Rollers, tamping and sheepsfoot.
Scarifiers, complete machines, not attachments.
Screens, rotary, vibrator and gravity types, other than coal, mining, industrial or those for screening mud on well drilling, used as a component part of or replacement for a portable crushing, screening, or mashing plant.
Screening plants, portable type.
Sprayer, (maintenance units) bituminous material (300 gallon capacity and smaller).
Spreaders, construction material.
Towers, concrete placing and material elevating.
Vibrators, concrete.
Wagons, logging (wheel type).
Wellpoint systems.
Winches, contractors (see Hoists).

SCHEDULE D

The manufacture of items of equipment appearing in Schedule D is prohibited in accordance with paragraph (q).
Any item to the extent prohibited by any schedule to Limitation Order L–217.
Finegraders and subgraders, drawn type.
Joint levellers.
Scrapers, drag, fresno, and rotary over 27 cubic feet (or one cubic yard) capacity except those scheduled under Order L–257 or Order L–257–a.

[1] This item may be purchased as a repair part if it is being purchased to replace a similar item that is worn out.

[F. R. Doc. 44–11043; Filed, July 24, 1944; 11:33 a. m.]

PART 1157—CONSTRUCTION MACHINERY AND EQUIPMENT

[Limitation Order L–192, Direction 1 as Amended July 24, 1944]

REPAIR PARTS FOR CERTAIN LEND-LEASE EQUIPMENT

The following amended direction is issued pursuant to Limitation Order L–192.

The Foreign Economic Administration, and any government agency acting as procurement agent for the Foreign Economic Administration in connection with the acquisition of used construction equipment to be exported for use in open cast coal mining, are hereby assigned a preference rating of AA–1 for repair parts needed to repair, rebuild or recondition such equipment and for spare parts to accompany such equipment. This rating may be applied by any such agency on any purchase order for repair or spare parts for such equipment or on any contract or order requiring the repair, rebuilding or reconditioning of such equipment, whether the work is to be performed by the seller of the equipment or by another person. This rating may be applied or extended in the manner provided in Priorities Regulation 3 or Priorities Regulation 7. In addition to the certification applying or extending the rating, the identifying symbol "L–192—Direction 1" may be endorsed on any contract or order bearing this rating.

The restrictions on the sale and delivery of repair parts, as provided in paragraph (h) of Order L–192, shall not apply to the sale or delivery of repair parts under this direction if the purchase or delivery order bears the identifying symbol "L–192—Direction 1".

All deliveries of repair and spare parts by producers, pursuant to this direction, shall be treated as deliveries to war agencies for the purpose of paragraph (k) of Order L–192.

Issued this 24th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–11044; Filed, July 24, 1944; 11:32 a. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 9A, Interpretation 3]

PURCHASE OF LUMBER UNDER ORDER L–335

The following interpretation is issued pursuant to CMP. Reg. 9A.

(a) A repairman using lumber on a construction job he does for another person is not entitled to certify his lumber orders that he places with lumber suppliers. Under Order L–335, which governs the distribution of lumber, a contractor doing construction for another person is not considered the consumer of the lumber that he uses. The person for whom the construction work is being done is considered the consumer of the lumber and he is the one that is entitled to place the certification on the lumber order that the contractor places with his supplier. This provision also applies to a repairman that does construction work for another person. Construction is defined in Order L–41. A consumer may authorize the contractor or repairman to act as his agent in certifying a lumber delivery order and in such a case the contractor or the repairman signs the required certification "as duly authorized official" of the consumer. The contractor does not use his rating but the rating of the person for whom the construction work is being done. Even though a repairman may himself have a rating he cannot use it to get lumber for that construction job. After August 1, the effective date of Order L–335, repairmen placing orders for lumber required on construction jobs they do for other persons must either certify as agents for the persons for whom they do the work or have their lumber order certified by such persons. Lumber distributors have been allocated a small amount of lumber for civilian repairs and maintenance work and this lumber can be sold on uncertified and unrated orders. Repairmen may buy that type of lumber from lumber distributors the same as any other person, but only a limited amount of such lumber is available to distributors.

(b) A repairman doing other repair which is not construction, may use the CMP–9A rating and the certification under paragraph (q) (1) of L–335 to get lumber needed for such repairs, provided he does not get more than 50,000 board feet a calendar quarter for all purposes (except construction). In such a case, he should apply on Form WPB–3640.

Issued this 24th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–11046; Filed, July 24, 1944; 11:32 a. m.]

PART 3290—TEXTILE, CLOTHING AND LEATHER[1]

[Conservation Order M–187, as Amended July 24, 1944]

SUNN HEMP AND SUNN HEMP PRODUCTS

Section 3290.236 *Conservation Order M–187* is amended to read as follows:

§ 3290.236 *Conservation Order M–187*—(a) *Definition.* In this order:

"Sunn hemp" means fibers of the crotalaria or hibiscus variety, including but not limited to Benares hemp, Bengal hemp and Madras hemp, grown in India, or fibers of the same type wherever grown.

(b) *Reports.* (1) All processors and owners of Sunn hemp, having 500 pounds or more at any time during a calendar month, shall file a report monthly, not later than the tenth day of the following month, on Form WPB–914. This reporting requirement of this order has been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(2) All reports required to be filed under, and all communications concerning this order, shall be addressed to the War Production Board, Textile, Clothing and Leather Bureau, Washington, 25, D. C. Ref. M–187.

(c) *Applicability of regulations.* This order and all transactions affected hereby are subject to all applicable War Production Board regulations, as amended from time to time.

(d) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of or from processing or using materials under priority control and may be deprived of priorities assistance.

Issued this 24th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–11048; Filed, July 24, 1944; 11:32 a. m.]

PART 3293—CHEMICALS

[General Allocation Order M–300, Schedule 33 as Amended July 24, 1944]

HIGHER ALIPHATIC ALCOHOLS

§ 3293.1033 *(Schedule 33 to General Allocation Order M–300*—(a) *Definition.* "Higher aliphatic alcohol" means any one of the following:

(1) Capryl alcohol (known also as "methyl hexyl carbinol" and "2-octanol").

(2) Octanol (2-ethyl hexanol).

(3) Normal octanol (normal octyl alcohol).

(4) Normal decanol (normal decyl alcohol).

(5) Lauryl alcohol (any mixture of normal aliphatic alcohols containing more than 50% normal dodecanol).

(6) Oleyl alcohol (normal octadecenol).

(7) Mixed higher aliphatic alcohols (any mixture of higher aliphatic alcohols containing less than 50% dodecanol and more than 80% of normal octanol, normal decanol, and lauryl alcohol, combined).

(b) *General provisions.* Higher aliphatic alcohols are subject to the provisions of General Allocation Order M–300 as Appendix B materials. The initial allocation date for oleyl alcohol is August 1, 1944, for capryl alcohol is July 1, 1942, when capryl alcohol first became subject to allocation under Order M–167 (revoked), and for octanol, normal octanol, normal decanol, lauryl alcohol and mixed higher aliphatic alcohols is September 1, 1943, when these alcohols first became subject to allocation under Order M–344 (revoked). The allocation period is the calendar month. The small order exemption without use certificate per person per month is as follows:

70 pounds of capryl alcohol.
370 pounds of octanol (2-ethyl hexanol).
50 pounds of normal octanol.
50 pounds of normal decanol.
360 pounds of lauryl alcohol.
40 pounds of oleyl alcohol.
50 pounds of mixed higher aliphatic alcohols.

(c) *Special provisions.* (1) Use, delivery and acceptance of delivery prior to August 1, 1944, of higher aliphatic alcohols other than oleyl alcohol will be authorized on the basis of applications filed in the form prescribed in Order M–344 (revoked). Oleyl alcohol is subject to allocation under this schedule beginning August 1, 1944.

(2) Restrictions on deliveries by suppliers shall apply to deliveries to other persons and not to intra-company deliveries, notwithstanding § 944.12 (intra-company deliveries) of Priorities Regulation No. 1, as amended.

(d) *Suppliers' applications on WPB–2947.* Each supplier seeking authorization to use or deliver shall file application on Form WPB–2947 (formerly PD–602). Filing date is the 20th day of the month before the proposed delivery month. Send three copies (one certified) to the War Production Board, Chemicals Bureau, Washington 25, D. C., Ref: M–300–33. A separate set of applications shall be filed for each higher aliphatic alcohol, but a consolidated application may be filed for all plants and warehouses. The unit of measure is pounds. In Table II, first, list in Column 1 customers who have filed use certificates with the applicant, and in Column 1a enter each primary product and end use stated in each certificate; second, specify in Column 1 "aggregate exempt small orders" and leave Column 1a blank; third, the applicant may specify in Column 1 his own name, and in Column 1a the product and end use for which he requests authorization to use the higher aliphatic alcohol. Fill in the other columns of Table I and fill in Table II as indicated.

(e) *Customers' certified statements of use.* Each person placing a purchase order for delivery from all suppliers in any month of more of any higher aliphatic alcohol than the exempt quantity specified in paragraph (b) shall furnish each supplier with a certified statement of proposed uses as prescribed in Appendix D of General Allocation Order M–300. Primary product and end use may be specified as follows, for each higher aliphatic alcohol ordered:

(Primary product).
Chemical Manufacture (specify product).
Anti-foam.
Oil additive.
Solvent (describe use).
Detergent.
Wetting agent.
Other (specify).
(End use).
Industrial (specify product).
Civilian consumer goods (specify product).
Export (if Lend-Lease, specify contract number; if other exports, specify license number and consignee).
Military (specify branch of Service and contract and specification number).

If the higher aliphatic alcohol is to be resold or exported as such, proposed use may be specified as "For authorized resale", "For resale on exempt small orders" or "For export" (specify destination and export license number).

(f) *Budget Bureau approval.* The above reporting requirements have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(g) *Communications to War Production Board.* Communications concerning this schedule shall be addressed to War Production Board, Chemicals Bureau, Washington 25, D. C., Ref: M–300–33.

Issued this 24th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–11047; Filed, July 24, 1944; 11:32 a. m.]

PART 3296—SAFETY AND TECHNICAL EQUIPMENT

[Preference Rating Order P–43, as Amended July 22, 1944]

LABORATORIES

For the purpose of assisting laboratories in getting materials and to promote the national defense, preference ratings and an allotment symbol are hereby assigned to deliveries of such materials under the terms and within the limitations set forth in this order:

§ 3296.106 *Preference Rating Order P–43*—(a) *Definitions.* The meaning of various terms used in this order is set forth below:

(1) "Laboratory". Any person located in the United States, its territories or possessions,[1] who carries on scientific or technological investigation, testing, development or experimentation as his regular business or in the course of his business and who buys any materials especially for that purpose is considered a "laboratory" under this order in making such purchases, even though he does not have a separate department or organization in his company or institution for these activities. The term "laboratory" includes research laboratories, production control laboratories, testing laboratories, analytical laboratories, clinical laboratories, and instructional laboratories. It does not include any person to the extent that he is engaged in the manufacture of products for commercial sale or public distribution, even though the place in which the products are manufactured may be called a laboratory. "Serial-numbered laboratory" means a laboratory which has been assigned a serial number under this order. (Paragraph (g) explains how to apply for a serial number.)

(2) "Material" means any commodity, equipment, accessory, part, assembly or product of any kind. The term includes, but is not limited to, maintenance, repair and operating supplies for laboratories, equipment and instruments designed for use in laboratories, and other materials needed to carry on scientific or technological investigation, testing, development or experimentation. The term also includes such items as hand tools and safety equipment purchased by a laboratory for sale to its employees for use only in the laboratory activities. The term does not include chemicals prepared and packed for reagent use, which may be obtained in the manner provided in Order P–135.

(b) *How a laboratory gets controlled materials.* A laboratory may get controlled materials (as defined in CMP Regulation 1) needed for carrying on scientific or technological investigation, testing, development or experimentation by placing on its order the allotment symbol V–9, and the certification set forth in Priorities Regulation 7, or the following certification:

The undersigned certifies, subject to the criminal penalties for misrepresentation contained in section 35 (A) of the United States Criminal Code, that the items covered by this order are required to carry on scientific or technological investigation, testing, development or experimentation, and that this order is placed in compliance with Preference Rating Order P–43.

Such an order is an authorized controlled material order for the purpose of all CMP Regulations.

(c) *How a laboratory gets Class A products.* A laboratory may get Class A products needed for carrying on scientific or technological investigation, testing, development or experimentation by placing on its order the preference rating AA–2 (or AA–1 in the case of serial-numbered laboratories or laboratories operated by the Army or Navy of the United States) and the certification set forth in Priorities Regulation 7 (or the certification set forth in paragraph (b) above) plus the following statement:

You are authorized to use the allotment symbol V–9 to order controlled materials and Class A products needed to fill this order or contract.

Serial-numbered laboratories must include their serial number in the certification. It is not necessary to show the weight of controlled material on such an order. The manufacturer of a Class A product who receives an order so endorsed may place an authorized controlled material order for controlled materials required to manufacture the product by using the symbol V–9 and the certification set forth in Priorities Regulation 7. If he requires an A component for the A product, he may use the same procedure as the laboratory uses in ordering A products; that is, he may place on his order the preference rating received from the laboratory, using the Priorities Regulation 7 certification plus the statement set forth above in this paragraph (c). The manufacturer of the A product may buy the other materials and products he needs to make the A product by placing the preference rating he received from the laboratory and the allotment symbol V–9 on his order with the certification set forth in Priorities Regulation 7.

(d) *How a laboratory gets other materials and products.* A laboratory may get the other materials and products needed for carrying on scientific or technological investigation, testing, development or experimentation by placing on its order the preference rating AA–2 (or AA–1 in the case of serial-numbered laboratories or laboratories operated by the Army or Navy of the United States) and symbol V–9, and the certification of Priorities Regulation 7 (or the certification set forth in paragraph (b) above). Serial-numbered laboratories must include their serial number in the certification.

(d–1) *Restrictions on getting materials to make experimental models of products designed primarily for civilian markets.* (1) A laboratory may get, in the manner provided in paragraph (b), controlled materials needed to make experimental models of products designed primarily for civilian markets. A laboratory may get Class A products and other materials and products needed to make such models in the manner provided in paragraphs (c) and (d) respectively, except that an AA–3 preference rating must be used instead of the AA–2 (or AA–1) rating assigned by those paragraphs.

(2) The priorities assistance provided by this order may not be used to get any facilities for making experimental models of the types which could not be made but for Priorities Regulation 23, if such facilities would be capital additions.

(3) Materials obtained under this order for use in making experimental models of the types which could not be made but for Priorities Regulation 23, may be used only in conformity with the restrictions of that regulation.

(e) *Use of priorities assistance for construction.* (1) The priorities assistance provided by this order may be used to get materials for maintenance and re-

[1] Laboratories located in Canada may obtain maintenance, repair and operating supplies in the United States under Canadian Order PO 5B.

[1] Formerly Part 1299, § 1299.1.

pair of buildings or structures needed to carry on scientific or technological investigation, testing, development or experimentation without getting permission under Order L–41 (Construction). The term "maintenance and repair", as used in this paragraph, means the work necessary to keep a building or structure in sound working condition or to fix it when it has become unsafe or unfit for service because of wear and tear; also the minimum work necessary to prevent more damage to a building or structure (or its contents) which has been damaged by fire, flood, tornado, earthquake, acts of war, or the like.

(2) Except as otherwise provided in paragraph (d–1) (2) above, the priorities assistance provided by this order may also be used to get materials for non-experimental construction jobs (other than maintenance and repair) needed to carry on scientific or technological investigation, testing, development or experimentation where the cost of the job does not exceed $500. (In determining the cost of such a construction job, the laboratory's cost of labor and the cost of any equipment which is being installed to carry on scientific or technological investigation, testing, development or experimentation, may be excluded. No job shall be subdivided for the purpose of coming within the $500 limit.) Under Order L–41 any such construction job may be carried on without getting permission to begin construction under Order L–41. All other non-experimental construction may be carried on only to the extent permitted under the provisions of Order L–41. The term "non-experimental construction", as used in this paragraph, means putting up or altering any sort of a building and the installing of any equipment or fixture, when the purpose of the construction is not to test the building, equipment or fixture, or any of its parts.

(3) The priorities assistance provided by this order may be used to get materials for carrying on experimental construction jobs, but such construction may be carried on only to the extent permitted under Order L–41. The term "experimental construction", as used in this paragraph, means putting up or altering any sort of a building and the installing of any equipment or fixture, when the purpose of the construction is to test the building, equipment or fixture, or any of its parts.

(f) *Restrictions on use of this order and materials obtained under it.* (1) [Deleted July 22, 1944.]

(2) Experimental models which are made with materials obtained under this order may be made only in the minimum number and the minimum size required to determine the suitability of the article for commercial production and use. This does not permit a person to make trial production runs of experimental models. Nor does it permit the making of experimental models which are to be distributed for the purpose of promoting sales or creating a consumer demand for the article.

(3) So far as practicable, no serial-numbered laboratory shall use the AA–1 preference rating assigned by this order to get materials for use in activities other than research and production control. For example, no educational institution which has been assigned a serial number shall use the AA–1 rating to purchase materials which are to be used only for instructional laboratory purposes, and no hospital which has been assigned a serial number shall use the AA–1 rating to purchase materials which are to be used only for clinical laboratory purposes. However, the AA–2 rating which is assigned to non-serial-numbered laboratories may be used for such instructional or clinical purposes.

(4) The priorities assistance provided by this order shall not be used to get materials for the production of any facility which is intended to be used to produce products or materials on a commercial scale, even though such facility may involve new features or developments. However, the priorities assistance may be used to get materials for the production of experimental models which are intended to be used only in developmental or experimental activities.

(5) The preference ratings assigned by this order shall not be applied to the delivery of any item appearing on List A or B of Priorities Regulation 3, except as specifically permitted in List B with respect to laboratory instruments and equipment.

(6) Material obtained under this order shall not be used for any purpose except scientific or technological investigation, testing, development or experimentation, within the limits stated above in this paragraph (f). Physical segregation of inventories is not required, but adequate records should be kept to show, quantitatively, that material obtained under this order is not used for other purposes.

(g) *Assignment of serial numbers.* Any laboratory desiring a serial number under this order may apply to the War Production Board on Form WPB–167 (formerly Form PD–107), in triplicate, for the assignment of a serial number. Serial numbers will be assigned only to laboratories which are engaged in research or production control activities and then only in cases where the War Production Board, in its discretion, determines (1) that the activities of the laboratory are highly essential in the prosecution of the war, and (2) that the assignment of a serial number is necessary in furtherance of the war effort.

(h) *Reports by serial-numbered laboratories.* Whenever the War Production Board shall so direct, each serial-numbered laboratory shall file with the War Production Board a report on Form WPB–3456 setting forth the principal activities of the laboratory and all other information required by the form. Failure of any serial-numbered laboratory to file the required report when directed to do so by the War Production Board shall be sufficient cause for revocation of the serial number. This reporting requirement has been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(i) *Effect on other orders.* Nothing in this order shall be construed to relieve any laboratory from complying with any applicable regulation or order of the War Production Board (including orders in the "E", "L" and "M" series) or with any order of any competent authority. For example the assignment of preference ratings and an allotment symbol by this order does not relieve any laboratory from complying with the provisions of Limitation Order L–144 with respect to laboratory equipment.

(2) [Deleted July 22, 1944.]

(j) *Inventory restrictions.* No laboratory shall at any time accept delivery of any material (whether or not such material is obtained pursuant to this order) if the laboratory already has a practicable minimum working inventory thereof or if the acceptance of the material will cause such laboratory to have an inventory of the material in excess of a practicable working minimum, as provided in § 944.14 of Priorities Regulation 1. Furthermore, no laboratory shall accept delivery of any controlled material if acceptance of the controlled material would cause it to violate the inventory limitations of CMP Regulation 2.

(k) *Use of other ratings or allotment numbers or symbols.* Nothing contained in this order shall prevent any laboratory from using any ratings or allotment numbers or symbols which it may be entitled to use by reason of any preference rating certificate or any other order or regulation of the War Production Board.

(l) *Penalties for misrepresentation or other violations.* (1) The placing of any order bearing a certification or symbol as provided by this order shall constitute a representation, subject to the criminal penalties of section 35 (A) of the United States Criminal Code (18 U.S.C. 80), that the person placing the order is entitled, under the terms of this order, to use of the symbol or preference rating indicated thereon.

(2) Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(m) *Records.* Each laboratory acquiring materials pursuant to this order shall keep and preserve, for a period of not less than two years, accurate and complete records of all materials so acquired. Such records shall, upon request, be submitted to audit and inspection by a duly authorized representative of the War Production Board.

(n) *Communications to War Production Board.* All communications concerning this order and all applications and reports shall, unless otherwise directed, be addressed to: War Production Board, Safety and Technical Equipment Division, Washington 25, D. C., Ref: P–43.

Issued this 22d day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

INTERPRETATION 1: Revoked Mar. 6, 1944.

[F. R. Doc. 44–10984; Filed, July 22, 1944; 1:31 p. m.]

PART 3305—PAPERBOARD [1]

[Limitation Order L–239, as Amended July 24, 1944]

FOLDING AND SET-UP BOXES

The fulfillment of requirements for the defense of the United States has created shortages in the supply of materials entering into the production of folding and set-up boxes for defense, for private account, and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

Section 3305.16 [1] *Limitation Order L–239* as amended is now amended to read as follows:

§ 3305.16 *Limitation Order L–239*—(a) *What this order does.* This order applies to all folding and set-up boxes except paper milk containers and liquid tight containers as defined in Order L–239–b. It forbids the manufacture of certain boxes and places restrictions on the manufacture of many other types, especially on the size, weight and shape of boxes used for packing various commodities.

(b) *Definitions.* For the purpose of this order: (1) "Folding box" means any collapsible container, or part thereof, made of paper or paperboard, excepting paper milk containers, liquid tight containers as defined in Order L–239–b, and solid fibre or corrugated shipping containers not made on folding box machinery.

(2) "Blank" means any sheet of paper or paperboard, cut to shape or creased or scored for the purpose of being used as a box or part thereof, except as a paper milk container.

(3) "Set-up box" means a non-collapsible or rigid container, or part thereof, made of paper or paperboard, except-

[1] Formerly Part 3270, § 3270.29.

ing paper milk containers, cups, pails, and solid fibre or corrugated shipping containers not made on set-up machinery.

(4) "Pail" means a wedge shaped, folded, liquid-tight, paper container.

(5) "Box" unless otherwise specified, includes folding boxes, set-up boxes, pails and parts thereof.

(6) "Work in process" means any material for physical incorporation in boxes, on which actual box making operations have been started. No preparatory work such as art work, engravings, electrotypes, dies, or forms shall be deemed "work in process."

(7) "Virgin wood pulp" means pulp manufactured either by mechanical or chemical means from coniferous or broadleaf trees.

(8) "Gauge list" means any gauge list set forth in United States Department of Commerce Simplified Practice Recommendation R44–36 entitled "Box Board Thickness".

(9) "Multiple container" means a box containing a number of separately packaged items of the same commodity.

(10) "Set or combination box" means any box which contains two or more different articles.

Restrictions

(c) *General restrictions.* No person shall manufacture or commercially use any box in violation of any provision of this order, including its schedules, or purchase or sell any box which he knows, or has reason to believe, has been, or will be, manufactured in violation of any prohibition or restriction of this order, including its schedules.

(d) *Restrictions on use of metal.* No person shall manufacture or incorporate in the manufacture of boxes any metal bails or metal handles for boxes.

(e) *Restrictions on manufacture of seasonal boxes and sleeves.* No person shall manufacture:

(1) Any box for seasonal or other special purpose having a greater pulp content or area or weight of paper or paperboard than contained in the usual commercial box for like contents.

(2) Any sleeves or extra containers for seasonal or other special purposes unless also required for the usual commercial box for like contents.

(f) *Restrictions on dummy and display boxes*—(1) *Dummy boxes.* No person shall manufacture any commercial display box simulating a package and not intended for packaging purposes, or use for display purposes, any box not previously used for packaging.

(2) *Display boxes.* No person shall manufacture any box for simultaneous packaging and display purposes unless it is made without display features that require additional paperboard.

(g) *Restrictions on set or combination boxes.* No person shall manufacture any set or combination box without permission from the War Production Board in writing. The War Production Board will grant permission to manufacture set or combination boxes only in cases which involve no additional consumption of board over the quantity required to pack the items separately, or in cases where the resultant greater utility to the consumer is commensurate with the additional use of board involved.

(h) *Restriction on empty boxes.* No person shall knowingly manufacture boxes for sale at retail as empty boxes.

(i) *Restrictions on manufacture of boxes from virgin wood pulp.* No person shall manufacture any box from any of the following grades of paperboard listed in United States Department of Commerce Simplified Practice Recommendation R44–36 if any virgin wood pulp is contained in any of such paperboard: plan chipboard, filled news board, single news vat-lined chip, bending chip board, colored suit box chip back, solid jute, cracker shell board, or solid news.

(j) *Restrictions on pulp inner liners.* Except as provided in paragraph (l), no person shall commercially use, on the inside surface of any folding box, any liner made from (1) virgin wood pulp or (2) from any waste paper (including, but not limited to, white cuttings and manila cuttings) which can be processed to simulate the appearance of a virgin wood pulp liner.

(k) *Restrictions on virgin wood pulp boards.* Except as provided in paragraph (l) no person shall manufacture any box from paperboard containing in its total fibre furnish 50% or more virgin wood pulp or substitute high grade waste paper.

(l) *Permitted uses of pulp inner liners and kraft board.* The restrictions of paragraphs (j) and (k) shall not apply to boxes designed for use as outer containers in parcel post or express shipments. They also shall not apply to boxes designed for packaging any of the following products:

(1) Wet or oily foods.

(2) Products containing, by weight, 25% or more of metal.

(3) Any other product determined by the War Production Board as requiring the protection of such liner or paperboard to insure its delivery in merchantable condition to the ultimate consumer. Application for such determination may be made by the prospective packager by letter stating the pertinent facts.

(m) *Restrictions on size, weight and shape.* No person shall manufacture any box not covered by specific caliper or weight restrictions in this order unless it is made:

(1) Of paperboard no heavier than that reasonably required to transport the product with safety.

(2) No larger than is necessary to pack the product.

(3) Without extension edges, top or bottom cards, or padded tops, if the construction used requires an extra sheet of paperboard or an extra head.

Exceptions

(n) *Provisions not applicable to material completed or in process.* (1) No prohibition or restriction hereof shall apply to boxes completely manufactured or made from work in process prior to the effective date of such restriction.

(2) Where any restriction hereof limits the type, grade, or quality of paperboard which may be used in manufacturing any box, such restriction shall not apply to the use of any paperboard manufactured for that purpose prior to the effective date of such restriction.

(3) Where any restriction hereof limits the use of sheet-lined paperboard in manufacturing any box, such restriction shall not apply to the use of any paperboard sheet-lined prior to the effective date of such restriction.

(o) *Provisions not applicable to boxes for certain federal agencies.* The restrictions of this order shall not apply to boxes manufactured to meet the packaging specifications of, and delivered to or for the account of, the United States Army, Navy, Maritime Commission, War Shipping Administration, or any agency imposing such specifications for material to be delivered under the Act of Congress of March 11, 1941, entitled "An Act for the Defense of the United States" (Lend-Lease Act).

(p) *Inventory restrictions.* No person shall accept delivery of any quantity of boxes which will increase his inventory of that size and type of box to more than 25 tons or more than his reasonably anticipated requirements for the next ninety days, whichever is greater. No person shall order any quantity of boxes for delivery to him, or for his account, on any future date, if he has reason to believe that receipt thereof on that date will increase his inventory to more than the amount permitted in the first sentence of this paragraph. No person shall deliver, or accept an order for, any boxes which he has reason to believe will increase the purchaser's inventory to an amount greater than that permitted by this order.

Miscellaneous Provisions

(q) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable provisions of the regulations of the War Production Board, as amended from time to time.

(r) *Records.* All persons affected by this order shall keep for two years accurate and complete records concerning inventories, purchases, production and sales.

(s) *Inspection and audit.* All records required to be kept by this order shall upon request be submitted to authorized representatives of the War Production Board for inspection and audit.

(t) *Schedules.* All schedules attached to this order or issued as amendments to it are a part of this order as fully as if set out in it.

(u) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using material under priority control and may be deprived of priorities assistance.

(v) *Appeals.* An appeal from the provisions of this order may be made by a letter stating informally, but completely, the particular provision appealed from, the precise relief desired, the reasons why denial of the appeal would result in undue and excessive hardship, and such other statistical and narrative information as may be pertinent.

(w) *Communications to War Production Board.* All appeals and other communications concerning this order shall, unless otherwise directed, be addressed to: War Production Board, Paperboard Division, Washington 25, D. C., Ref: L-239.

Issued this 24th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

SCHEDULE 1—RETAIL BOXES

(a) *Definition.* For the purpose of this order "retail box" means any plain or fancy, lined or unlined box furnished directly to a retailer for packaging merchandise for retail distribution, excepting parcel post boxes and boxes for packaging foods, candy, drugs, or medicinal supplies.

(b) *Quota restriction.* No person shall use for the manufacture of retail boxes in any calendar year more than 65% of the tonnage of paperboard he put in process for the manufacture of retail boxes during 1941.

(c) *Restrictions on retail set-up boxes.* (1) No person shall manufacture any retail set-up box exceeding the following maximum specifications, provided that retail set-up boxes of sizes other than specified below may be manufactured if the material used is not of heavier weight than that permitted for the box of the size having the nearest higher area in square inches:

Size—length, width, and depth	Lid depth	Paperboard shall not be heavier than regular number 50-pound bundles (sheets per bundle)
2 x 2 x 2	2	65
2½ x 1¾ x ¾	⅝	65
3 x 2½ x 1	⅝	65
3½ x 3½ x 1	⅝	65
4 x 4 x 2	¾	60
4 x 4 x 4	1	65
4½ x 1 x 1	1	65
4½ x 4 x 5⅝	⅝	65
5 x 3½ x 1½	6/16	65
5 x 5 x 2	¾	65
5½ x 5½ x 4	1	60
6 x 3 x 2	¾	65
6 x 4½ x 2½	1	60
6 x 6 x 2	6/16	65
6½ x 1½ x 1¾	⅝	65
6½ x 6½ x ½	1	60
6½ x 6½ x 4	1¾	55
6½ x 6½ x 6	2	65
7 x 6 x 2	⅝	65
7⅛ x 7⅛ x ½	1	60
7½ x 5½ x 3½	⅝	65
8 x 3 x ¾	1½	60
8 x 5½ x 1¾	1⅝	60
8 x 8 x 2½	1	65
8 x 8 x 4	1¾	50
8 x 8 x 8	1	60
9 x 3 x 3	¾	65
9 x 6 x 3	1	65
9¼ x 6¼ x ¾		
9½ x 6¼ x 1		
9¼ x 6¾ x 1⅛	1⅛	65
10 x 3½ x 2	2	65
10 x 6 x 6	1¾	50
10 x 7 x 2	2	65
10 x 10 x 5/8	5/8	60
10 x 10 x 4	1¼	50
10 x 10 x 5½	1¾	50
10 x 10 x 10	2½	50
10¼ x 7½ x 1¼	1¼	65
10½ x 10 x 1	1	60
10½ x 10 x 1½	1½	60
10½ x 10 x 2½	1½	60
11 x 4¾ x 1	1	65
11½ x 5¾ x 3½	1	60
11½ x 8½ x 1⅜	1⅜	60
11½ x 8½ x 2¾	1⅜	50
12 x 8 x 8	2	60
12 x 12 x 1	1	60
12 x 12 x 2	2	60
12 x 12 x 4	1	50
12 x 12 x 6	1¾	50
12 x 12 x 10	2	45
12¼ x 6½ x 4	1	60
12½ x 9½ x 2½	1¼	60
13 x 4 x 5/8	5/8	65
13 x 4 x 1	1	65
13 x 6 x 6	1¾	50
14 x 10 x 1¾	1¾	60
14 x 14 x 8	2	45
14½ x 8 x 8	2	45
15 x 11 x 2	2	50
16 x 16 x 2½	2½	50
17 x 11 x 2½	2½	50
18 x 7 x 1½	1½	50
18 x 10 x 1½	1½	50
18 x 13 x 3	1¾	50
18½ x 7½ x 5	2	50
20 x 18 x 5	2	45
22 x 12 x 3½	1¾	50
23 x 14 x 4	1¾	50
24 x 20 x 6	2	40
26 x 2 x 2	1	60
26 x 4 x 1⅝	5/8	50
30 x 4 x 1⅝	5/8	50
36 x 5½ x 1⅝	5/8	50

(2) *Material for retail set-up boxes.* No person shall incorporate in any retail set-up boxes:

(i) Any grade or quality of paperboard higher than solid news No. 2 finish, Gauge List No. 3, or

(ii) Any bottom paper if the box is strip wrapped, or

(iii) Any lining on the side of the board forming the inside of the box, except news vat lining.

(d) *Restrictions on retail folding boxes.* No person shall manufacture any retail folding box for packing wearing apparel (exclusive of shoes) or flowers of any grade of paperboard except:

(1) The grades listed in paragraph (1) of this order, if made without virgin wood pulp.

(2) Mist-colored suit boxboard containing no more virgin pulp than is required to create the mist effect.

(e) *Exception for merchandise folders.* Notwithstanding the restrictions of paragraph (i) of this order and paragraph (d) of this schedule, a virgin wood pulp liner may be used on the outside of any merchandise folder made in conformity with the following specifications:

(i) *Style.* One-piece style only, with lock closures or metal clasps.

(ii) *Sizes.* Total over-all area of blank no larger than 600 square inches.

(iii) *Caliper.* Paperboard no thicker than .020 if the blank has an over-all area of under 200 sq. inches, .022 if the area is from 200 to 400 sq. inches, or .024 if over 400 sq. inches.

SCHEDULE 2—FOOD BOXES

(a) *Butter, lard, oleomargarine, shortening and similar boxes.* No person shall manufacture any box for packaging butter, lard, oleomargarine, shortening or similar products

with a content capacity of less than one pound or of a better grade or heavier weight of boxboard than the following:

(1) 1 lb. butter, lard, oleomargarine or shortening boxes: Single bleached sulphite or sulphate solid manilla—65 lbs. per M sq. ft.

(2) 2 lb. lard, shortening or oleomargarine boxes: Single bleached sulphite or sulphate solid manilla—69 lbs. per M sq. ft.

(3) 3 lb. and 4 lb. lard or shortening boxes: Single bleached sulphite news center, manila back—77 lbs. per M sq. ft.

(4) 5 Lb. lard or shortening boxes: Single bleached sulphite news center manila back—82 lbs. per M sq. ft.

(5) 8 Lb. lard or shortening boxes: Single bleached sulphite news center manila back—128 lbs. per M sq. ft.

(b) *Ice cream and frozen dessert boxes.* No person shall manufacture for ice cream or frozen dessert any:

(1) Box for direct fill factory pack, except:

(i) With content capacity of one pint, one quart, two gallons or larger than two gallons.

(ii) If in sizes of one quart or less, of a grade and weight of boxboard no better and no heavier than solid bleached sulphite or sulphate—71 lbs. per M sq. ft.

(iii) If a folding box, the outer flaps at both ends of the main panel should be no longer than 15/16 of an inch.

(2) Tuck end box of a better grade or heavier weight of boxboard than the following:

Pints—Single bleached sulphite solid manila—65 lbs. per M sq. ft.

Quarts—Bleached manila lined news—72 lbs. per M sq. ft.

(3) Carry-out pail, regardless of size, of a better grade or heavier weight of boxboard than single, bleached sulphite solid manila—71 lbs. per M sq. ft.

NOTE 1: Cubic inch capacity of formed cartons is calculated on center to center of score line dimensions. Basis of weight for all boxes in paragraphs (a), (b) and (c) of schedule 2 is #6 gauge list, except bleached manila lined news, which is #2 gauge list, as listed in Simplified Practice Recommendation R44-36 of U. S. Department of Commerce.

(c) *Food pails.* No person shall manufacture any food pail of a better grade or heavier weight of boxboard than the following:

(1) Hot food pails, generally known to the trade as chop suey pails, single bleached sulphite solid manila—82 lbs. per M sq. ft.

(2) All other food pails, single bleached sulphite solid manila—77 lbs. per M sq. ft. for two quart size and 69 lbs. per M sq. ft. for all other sizes.

(d) *Cereal boxes.* No person shall manufacture any box to hold less than 4 oz. net weight of any ready-to-eat breakfast cereal, for use by any person, including those listed in paragraph (o) of this order, except for use by the Armed Services in hospitals overseas.

(e) *Boxes for crackers and baked goods*—(1) *Definition.* For the purpose of this schedule "crackers and baked goods" mean products of the biscuit, cracker and pretzel industry.

(2) *Restrictions on packing.* No person shall pack crackers or baked goods without observing the following restrictions:

(i) Crackers, cookies or biscuits shall be packed not less than six bags, packets, or rolls to a folding or set-up box.

(ii) Single caddies and double caddies shall be filled to normal capacity, regardless of weight or count of contents.

(iii) Cracker caddies in carload lots shall be mill tied and knocked down flat, but not wrapped.

(f) *Boxes for crackers and baked goods; restrictions on manufacturing.* No person shall manufacture any box for packaging crackers or baked goods with false sides, ends, bottoms or covers, or that does not conform to the following specifications:

(1) *Caddies.* (i) Paperboard for caddies shall be no thicker than .050, if the caddies are single, or .055, if they are double.

(ii) Openings in caddies for bulk goods shall be not less than 10" x 10", if the caddies are single, or 10" x 20", if the caddies are double.

(iii) No single or double caddies shall be less than 6½ inches in depth, except that fruit-filled bars, sandwich varieties and shortbreads may be packed in caddies not less than 4⅜ inches in depth.

(iv) Flanges on telescope covers of laminated single or double caddies shall not exceed 2 inches in depth.

(2) *Nests for caddies.* Nests made from virgin wood pulp board shall be no thicker than .022 for single caddies, or .024 for double caddies.

(3) *Cartons—size.* (i) End flaps on seal end cartons shall not be more than ½ the width of the carton plus ½ inch, except that flaps on cartons for ground products (such as cracker meal) may be full width.

(ii) Tuck shall not exceed ⅞" from center of score line to edge of tuck, if cover flap is 5 inches or less in length, or 1 inch, if cover flap exceeds 5 inches in length.

(iii) Side flaps on tuck flap cartons shall not be longer than half the width of the carton front to back plus half the width of the tuck of the cover flap.

(4) *Cartons; weight.* The basis weight and caliper of boxboard of cartons shall be based on the cubic inch capacity of the formed carton or the legend weight, whichever is greater.

(i) Basis weight of board for cracker shell type cartons shall not exceed the following:

Cubic inch capacity of formed cartons	Legend weight up to and including	Weight per thousand square feet	Caliper
Up to 50	8 oz	72	See Gauge List No. 2.
51 to 150	12 oz	76	
151 to 200	1 lb	80	
201 to 250	2 lb	85	
251 and up	Over 2 lb	90	

(ii) Basis weight and caliper of board with printing surface, such as single manila lined and bleached manila lined boards used for printed cartons shall not exceed the following:

Cubic inch capacity of formed cartons	Legend weight up to and including	Weight per thousand square feet	Caliper
Up to 50	8 oz	76	See Gauge List No. 2.
51 to 150	12 oz	80	
151 to 200	1 lb	85	
201 to 250	2 lb	90	
251 and up	Over 2 lb	96	

(iii) Basis weight and caliper of board with printing surface such as patent coated news back board used for printing cartons shall not exceed the following:

Cubic inch capacity of formed cartons	Legend weight up to and including	Weight per thousand square feet	Caliper
Up to 50	8 oz	77	See Gauge List No. 6.
51 to 150	12 oz	82	
151 to 200	1 lb	88	
201 to 250	2 lb	96	
251 and up	Over 2 lb	104	

(5) *Cartons; printing designs.* Printing designs shall not extend (bleed) over carton edges if such extension (bleed) causes an excess use of paperboard through the use of double knives or otherwise.

(6) *Packets, trays and boats.* Paperboard for packets, trays and boats, shall be no thicker than .022.

(7) *Layer boards, strips, dividers and nestings.* (i) Layer boards, strips, dividers and nestings for cellophane bags, glassine bags, paper bags, packets, tray packages and boats shall be no thicker than .022, if made from laminated stock, and shall not exceed the basis of 90 sheets per 50 lb. bundle, if made from other stock.

(ii) Layer boards, strips, dividers and nestings for bulk receptacles shall not exceed the basis of 100 sheets per 50 lb. bundle, except that dividers for fruit-filled bars may be made of paperboard not exceeding the basis of 50 sheets per 50 lb. bundle, if not made from virgin wood pulp.

(8) *Single sale unit boxes.* Laminated paperboard for single sale unit boxes in one pound or up to and including two pound sizes shall be no thicker than .028.

(g) *Candy boxes*—(1) *Definitions.* For the purpose of this schedule:

(i) "Set-up candy box" means any set-up box designed for packaging chocolates or other candies, with the exception of (a) boxes of less than ½ lb. capacity or more than 5-lb. capacity and (b) boxes for bar and bulk goods.

(ii) "Finished weight" means the weight of the finished box, including all trays, partitions, decorations (made of any material), and other findings (except paper cups), but not including candy contents.

(2) *Maximum weight for standard sizes.* No person shall manufacture any set-up candy box of a maximum finished weight (subject to a 5% tolerance for variation in paperboard weight) greater than that specified for any of the following box sizes (net content capacity): 3¼ oz. for ½ lb. box, 5 oz. for 1 lb. box, 6¼ oz. for 1½ lb. box, 7¼ oz. for 2 lb. box, 8¼ oz. for 2½ lb. box, 9½ oz. for 3 lb. box, and 15 oz. for 5 lb. box.

(3) *Maximum weight for odd sizes.* For a "set-up candy box" of any size not listed in the preceding paragraph, the maximum "finished weight" shall be the same as for the nearest standard size listed in that paragraph. (For example, a 1 lb. 2 oz. box has the same maximum as a 1 lb. box; a 1 lb. 6 oz. box has the same maximum as a 1½ lb. box.

(4) *Outer containers.* No box designed as an outer container for one or more "set-up candy box" of any size shall be made except in conformity with the following specifications:

(i) *Paperboard.* Paperboard of no better grade or quality better than unlined chip or unlined news.

(ii) *Coverings.* Paperboard to have no cover papers. However, paper reinforcing strips no wider than 1¼" may be used around the top of the cover and the bottom of the base.

(iii) *Minimum size.* If designed for "set-up candy boxes" of any size listed below, minimum capacity shall be no less than the number of boxes (of that size) specified.

Set-up candy box size:	Minimum capacity of outer container
½ lb. or more but under 1 lb	6 boxes.
1 lb. or more but under 2 lbs	3 boxes.
2 lbs. or more but under 3 lbs	2 boxes.

(5) *Exceptions.* The restrictions of this paragraph (4) do not apply to outer mailing cartons.

SCHEDULE 3—BEVERAGE BOXES

(a) *Definition.* For the purpose of this schedule "beverage" means any alcoholic or

non-alcoholic beverage, exclusive of medicinal preparations.

(b) *Box prohibition.* No person shall manufacture or use any type of folding or set-up paperboard box for packaging bottled beverages. This includes, but is not limited to, boxes designed for conveying bottled beverages from bottlers to distributors and boxes, including those known as "bottle carry-outs", designed for the consumer's use in conveying bottled beverages from the distributor. This restriction does not apply to solid fibre or corrugated shipping containers.

SCHEDULE 4—TOBACCO BOXES

(a) *Cigarette wrappers.* No person shall manufacture any printed wrappers for 20s cuptype cigarette packages of paper heavier than as specified below (weight to be computed on the basis of 500 25" x 38" sheets per ream):

Cigarette size	Maximum paper weight	
	Uncoated	Coated
	Pound	*Pound*
Standard	60	65
King	65	70

(b) *Cigarette boxes.* (1) No person shall manufacture any 20–200 size cigarette box of heavier paperboard than gauge list 2, #2 finish, 65 lbs. per M sq. ft.

(2) When the boxes referred to in the preceding paragraph are shipped in carload lots, they shall be mill-tied and knocked down flat, but not wrapped.

(3) No cigarette box shall be manufactured to hold from 21 to 199 cigarettes.

(c) *Smoking tobacco boxes.* No person shall manufacture any folding box to hold less than 2½ oz. of tobacco which weighs more than 30 lbs. per M finished boxes, exclusive of the weight of the paper in which the tobacco is wrapped or of any overwrap.

SCHEDULE 5—WEARING APPAREL BOXES

(a) *Work shirt boxes.* No person shall manufacture any box for packaging work shirts that (1) holds less than six of such shirts or (2) is made from paperboard of a quality better than bleached manila lined news.

(b) *Accessories boxes.* No person shall manufacture any box for packaging less than six men's or boys' belts, garters (pairs) or suspenders.

(c) *Rubber-heel boxes.* No person shall manufacture any box for packaging rubber heels that (1) holds from two to five pairs of rubber heels, (2) is made of paperboard of better quality than bleached manila lined chip or news, or (3) is made of a paperboard caliper heavier than .018 for 1-pair boxes or .026 for boxes for six pairs or more.

(d) *Boxes for knit-wear*—(1) *Definition.* For the purposes of this Table, "knit-wear" means hosiery, knitted underwear, and knitted outerwear.

(2) *Manufacturing restrictions.* No person shall manufacture any box for packaging knit wear unless it conforms with the following restrictions:

(i) *Board grade.* Folding boxes shall be made of paperboard no better than patent coated news back; set-up boxes for women's rayon hosiery, of paperboard no better than white wood vat lined; and other set-up boxes of paperboard without virgin wood pulp of the grades listed in paragraph (i) of this order.

(ii) *Minimum size.* Boxes for packaging the items listed below shall be large enough to hold the number of units shown in the column entitled "Minimum box size" (prices specified below represent manufacturers' net wholesale prices):

HOSIERY

Name of item	Minimum box size
Men's, women's, children's, infants':	
Over $3/doz	prs. 6
$3/doz. or less	prs. 12

KNITTED UNDERWEAR

Wool spun unionsuits, shirts and drawers	2
Men's unionsuits—10 lbs./doz. or heavier	3
Men's and women's sleeping garments	
Men's unionsuits—lighter than 10 lbs./per doz	
Athletic shirts	
Balbriggan shirts and drawers	
Sweat shirts	
Heavyweight shirts and drawers	
T-shirts	
Men's and boy's knit briefs	
Women's and children's rayons	6
Women's, misses', boys', and children's unionsuits	
Infants' and children's sleeping garments	
Infants' gowns, kimonos, and combinations	
Tuckstitch unionsuits, vests and pants	
Bloomers	
Infants' bands, shirts, binders, and pants	
Children's vests, pants, briefs, and bloomers, except rayons	12
Women's lightweight vests, pants, and briefs, except rayons	

KNITTED OUTERWEAR

Men's and boys' sweaters:	
$36/doz. or more	2
Less than $36/doz	4
Ladies' and misses' sweaters, all types:	
Over $24/doz	2
$24/doz. or less	4
Children's sweaters and sacques, over $24/doz	2
Knitted togs, over $18/doz. but not over $24/doz	4
Knitted bathing trunks and suits, $18/doz or less	6
Knitted woolen gloves and mittens, over $24/doz	6
Knitted headwear and mufflers, $24/doz or less	12

(e) *Packaging restrictions*—(1) *Double-packing.* No knit wear manufacturer shall "double-pack" any knit wear. "Double-pack" means packaging the same piece of merchandise in both a paper envelope and a box.

(2) *Box findings.* No knit wear manufacturer shall use any of the following inner box findings in boxes for packaging knit wear; fly leaves, platforms, paper folders, paper bands, paper stiffeners, paperboards. However, paper stiffeners and either paper folders or paper bands (if available) may be used for women's rayon hosiery and for rayon underwear.

(3) *Rayon hosiery.* No hosiery manufacturer shall use any box made of white wood vat lined paperboard for packaging any hosiery except women's rayon hosiery.

(f) *Exceptions for mail or express distribution.* The minimum-size restrictions of paragraph (d) (2) (ii), the double-packing restriction of paragraph (e) (1), and box-findings restrictions of paragraph (e) (2) shall not apply to the manufacture and packaging of knitwear in boxes for mail or express delivery from the manufacturer to direct distribution retail customers.

SCHEDULE 6—LAUNDRY BOXES

(a) *Permitted grades.* No person shall manufacture any box for the packaging of laundry from paperboard containing virgin wood pulp of any grade of paperboard not listed in paragraph (i) of this order.

(b) *Flange depth.* No person shall manufacture any two piece laundry box with cover flange deeper than 2½ inches.

(c) *Caliper.* No person shall manufacture any laundry box of heavier weight board than the following:

Blanks:	Caliper
Less than 450 sq. inches	0.020
450 and less than 650 inches	.022
650 and less than 750 inches	.024
750 and less than 1100 inches	.026
1100 sq. inches and over	.030

SCHEDULE 7—SPORTING GOODS BOXES

Golf, tennis and baseball boxes. No person shall manufacture any box for packing less than twelve golf, tennis or baseballs or incorporate in the manufacture of any such box sheet lining, or paperboard exceeding in area or weight the paperboard required for a full telescope set-up box without projecting edges or dividers, basis sixty sheets per 50 ft. bundle.

SCHEDULE 8—TOY AND GAME BOXES

(a) *Limitation on manufacture.* No person shall use in the manufacture of boxes for games and toys during any period of twelve months, commencing with the issuance of this order, more than 60 percent of the tonnage of paperboard which he used for this purpose during the calendar year 1942.

SCHEDULE 9—PAPER PRODUCTS

(a) *Envelope boxes.* (1) No person shall use in the manufacture of any set-up envelope box:

(i) Any paperboard of a quality better than bending chip board or news vat lined chip, No. 2 finish, Gauge List No. 2, if cover paper is used; if cover paper is not used, the quality of the paperboard shall not be better than patent coated news back.

(ii) Any sheet lined board.

(iii) Any paperboard of a weight in excess of the maximum shown below (25" x 40"—50 lbs. per bundle), which weight shall be specified by the envelope manufacturer or packer:

	Sheets per bundle
Envelopes 14" half perimeter and less	60
Envelopes over 14" half perimeter and not exceeding 18" half perimeter	55
Envelopes over 18" half perimeter	40

(2) No person shall manufacture any envelope box that is double stripped on either box or cover.

(b) *Papeterie boxes.* No person shall use in the manufacture of any set-up box for papeteries:

(i) Any paperboard better than bending chip board or news vat lined chip, No. 2 finish, Gauge List No. 2, if cover paper is used: provided, however, that white wood vat lined board may be used in the covers and lids of hinge-style boxes; if cover paper is not used the quality of the paperboard shall not be better than patent coated news back.

(ii) Any paperboard of count in excess of the minimums shown below (25" x 40"—50 lbs. per bundle).

Boxes containing 23 envelopes or less with corresponding note paper and/or cards—60 sheets per bundle;

Boxes containing from 24 to 72 (inclusive) envelopes with corresponding note paper and/or cards—50 sheets per bundle;

Boxes containing more than 72 envelopes with corresponding note paper and/or cards—40 sheets per bundle.

(iii) Any sheet lined board or more than double stripping.

(2) No person shall manufacture any folding box for papeteries from paperboard of higher quality than patent coated news back without sheet lining, nor of greater weight per box than required for an equivalent cubical content set-up box.

(3) No box for papeteries shall be made or equipped with: (i) base or cover caps, flanges, non-paper coverings, padded tops, projections, or shoulders (ii) attached or unattached interior parts (such as dividers, drawers or slides, or partitions); or (iii) false work (such as false bottoms, ends, sides, traps, or decks); provided, however, that any such box for 24 or more envelopes with note paper and/or cards of corresponding size may be made or equipped with false work (other than false bottoms, ends, or sides) which does not enclose more than ¼ of the volume of the box.

(c) *Waxed paper cutter boxes.* No person shall manufacture any cutter boxes for packaging rolls of waxed paper excepting in accordance with the following maximum specifications:

(1) Box dimensions: $2^{11}/_{16}$ x $2^{11}/_{16}$ x $12^{3}/_{8}$ inches.

(2) Quality of paperboard: No higher than bleached manila lined news basis 70 sheets per 50 lb. bundle.

(d) *Roll toilet tissue.* No person shall manufacture any boxes for packaging roll toilet tissue.

[F. R. Doc. 44–11042; Filed, July 24, 1944; 11:33 a. m.]

Chapter XI—Office of Price Administration

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 3[1], Amdt. 34]

SUGAR

A rationale accompanying this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Revised Ration Order 3 is amended in the following respect:

Section 1407.142 (d) is added to read as follows:

(d) Nothing in this section shall be construed to prohibit the surrender of certificates or other evidences, in exchange for a delivery of sugar, subsequent to the time at which they are required to be surrendered. However, such late surrender shall not relieve the transferor or the transferee of the consequences of the failure to receive or surrender certificates or other evidences at the time required.

This amendment shall become effective July 25, 1944.

(Pub. Law 421, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Dir. No. 1 and Supp. Dir. No. 1E, 7 F.R. 562, 2965; War Food Order No. 56, 8 F.R. 2005, 9 F.R. 4319; War Food Order No. 64, 8 F.R. 7093, 9 F.R. 4319)

Issued this 21st day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10931; Filed, July 21, 1944; 3:53 p. m.]

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 13[1], Amdt. 48]

PROCESSED FOODS

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Revised Ration Order 13 is amended in the following respects:

1. Section 9.4 (c) is amended by adding at the end thereof the following:

Nothing in this section shall be construed to prohibit the surrender of points for a transfer of processed foods subsequent to the time at which they are required to be surrendered. However, such late surrender shall not relieve the transferor or the transferee of the consequences of the failure to receive or surrender points at the time required.

2. Section 9.5 (c) (5) is added to read as follows:

(5) Nothing in this section shall be construed to prohibit the surrender of points for a transfer of processed foods subsequent to the time at which they are required to be surrendered. However, such late surrender shall not relieve the transferor or the transferee of the consequences of the failure to receive or surrender points at the time required.

This amendment shall become effective July 25, 1944.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong. E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Directive 1, 7 F.R. 562; War Food Order No. 56, 8 F.R. 2005, 9 F.R. 4319, and War Food Order No. 58, 8 F.R. 2251, 9 F.R. 4319)

Issued this 21st day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10933; Filed, July 21, 1944; 3:53 p. m.]

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 16,[1] Amdt. 15]

MEAT, FATS, FISH AND CHEESES

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Revised Ration Order 16 is amended in the following respects:

1. Section 10.4 (e) is amended by adding at the end thereof the following:

Nothing in this section shall be construed to prohibit the surrender of points for a transfer of foods covered by this order subsequent to the time at which they are required to be surrendered. However, such late surrender shall not relieve the transferor or the transferee of the consequences of the failure to receive or surrender points at the time required.

2. Section 10.5 (d) (5) is added to read as follows:

(5) Nothing in this section shall be construed to prohibit the surrender of points for a transfer of foods covered by this order subsequent to the time at which they are required to be surrendered. However, such late surrender shall not relieve the transferor or the transferee of the consequences of the failure to receive or surrender points at the time required.

This amendment shall become effective July 25, 1944.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong. E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Directive 1, 7 F.R. 562; and Supp. Dir. 1–M, 7 F.R. 8234; War Food Order No. 56, 8 F.R. 2005, 9 F.R. 4319; War Food Order No. 58, 8 F.R. 2251, 9 F.R. 4319; War Food Order No. 59, 8 F.R. 3471, 9 F.R. 4319; War Food Order No. 61, 8 F.R. 3471, 9 F.R. 4319)

Issued this 21st day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10932; Filed, July 21, 1944; 3:53 p. m.]

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*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 2, 2, 44, 1433.

[1] 9 F.R. 3, 104, 574, 695, 765, 848, 1397, 1727, 1817, 1908, 2233, 2234, 2240, 2440, 2567, 2791, 3032, 3073, 3513, 3579, 3708, 3710, 3944, 3947, 4026, 4351, 4475, 4604, 4818, 4876, 5074.

[1] 9 F.R. 6731, 7060, 7081, 7082, 7167.

PART 1364—FRESH, CURED AND CANNED MEAT AND FISH PRODUCTS

[MPR 355,[1] Amdt. 17]

RETAIL CEILING PRICES FOR BEEF, VEAL, LAMB AND MUTTON CUTS AND ALL VARIETY MEATS AND EDIBLE BY-PRODUCTS

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

Maximum Price Regulation No. 355 is amended in the following respects:

1. Section 1 is amended to read as follows:

SECTION 1. *What this regulation does.* This regulation fixes dollar-and-cents ceiling prices on all retail sales of beef, veal, lamb and mutton cuts made on and after June 21, 1943, on all retail sales of variety meats and edible by-products made on and after June 5, 1943, and on all retail sales of dried beef (sliced) made on and after September 8, 1943. It also fixes dollar-and-cents ceiling prices on all sales of retail cuts of beef, veal, lamb and mutton, all variety meats and edible by-products and miscellaneous beef items which retail dealers are permitted to make to purveyors of meals. It also fixes dollars and cents ceiling prices on the meat items covered by this regulation when permission has been granted retail dealers to sell to other retail dealers for resale purposes. The only retail beef, veal, lamb and mutton cuts, variety meats and edible by-products, and miscellaneous beef items which may be sold are those described in section 20 of this regulation. The United States is divided into zones and different ceiling prices depend on the zone where your store is, its group, and the grade of meat you are selling. A store includes any place where beef, veal, lamb and mutton cuts or variety meats and edible by-products are sold at retail.

2. Section 2 (a) is amended to read as follows:

(a) You will find your ceiling prices for each grade of beef, veal, lamb and mutton cuts on your "OPA List of Ceiling Prices for Beef, Veal, Lamb and Mutton—Fresh, Frozen or Cured" (Article III, section 22) and for variety meats and edible by-products on your "OPA List of Ceiling Prices for Variety Meats and Edible By-Products" (Article III, section 28) and for miscellaneous beef items on your "OPA List of Ceiling Prices for Miscellaneous Beef Items" (Article III, section 29), on all sales made to individuals for consumption by themselves or their families off your premises. You will also use the same ceiling prices on sales to eating places if the dollar volume of such sales does not exceed 20% of your total dollar volume of all sales during any calendar month. If you have not obtained written permission in advance from your appropriate regional office, you cannot sell more than 20% of the total dollar volume of your sales during any calendar month to purveyors of meals. In exceptional cases where you have been granted permission in advance to sell more than 20% of your dollar volume of meats to eating places your ceiling price on all sales made to eating places shall be the prices on your "OPA List of Retail Ceiling Prices on Specially Authorized Sales to Eating Places or Other Retailers" (Article III, section 30). In those cases where you have been granted permission to make sales to another retail dealer for resale purposes you will find your ceiling prices for such sales on your "OPA List of Retail Ceiling Prices on Specially Authorized Sales to Eating Places or Other Retailers" (Article III, section 30). A copy of the lists for each kind of meat, variety meat and edible by-product and for miscellaneous beef items for your zone and group may be obtained from your local War Price and Rationing Board or from your District Office of the Office of Price Administration.

3. Section 3(d) is added to read as follows:

(d) On July 26, 1944, the dollars-and-cents specially authorized ceiling prices for beef, veal, lamb and mutton retail cuts, variety meats and edible by-products and for miscellaneous beef items sold to eating places or to other retail dealers for resale where written permission to make such sales has been granted in advance (Article III, section 30) take the place of all previous ceiling prices fixed by the Office of Price Administration for these particular sales made to the limited types of buyers and sales described. On and after July 26, 1944, in the exceptional instances where these special types of sales are permitted to be made, you must not sell or offer to sell any of the items named in Article III, section 30, to purveyors of meals or to other retail dealers at prices higher than those therein specified.

4. Section 5, including the headnote, is amended to read as follows:

SEC. 5. *The types of sales you are allowed to make.* (a) You may make sales to individuals for consumption by themselves or their families off your premises.

(b) You may make sales to hotels, restaurants, institutions, and other purveyors of meals selling or furnishing meals, of not more than 20% of the total dollar volume of your sales during any month. Your ceiling prices for such sales are the ceiling prices fixed by this regulation for sales to individuals for consumption by themselves or their families off your premises. (Article III, section 20.)

(c) You may make sales to hotels, restaurants, institutions and other purveyors of meals selling or furnishing meals, of more than 20% of the total dollar volume of your sales during any month only after the appropriate regional administrator has declared the area in which your store is located to be an area deficient in supplies of fabricated meat cuts for purveyors of meals, and—following such declaration—you have applied to the appropriate OPA District Office for, and have received written permission to make such sales.

Each Regional Administrator is authorized, either on his own motion or after consideration of applications made by one or more retail dealers, to declare any portion of the region under his jurisdiction to be an area deficient in supplies of frabricated meat cuts for purveyors of meals when he finds that the following conditions exist:

(1) Purveyors of meals within the area are unable to obtain fabricated meat cuts in sufficient volume to supply their requirements as determined under Ration Order No. 16 during the two month period immediately preceding May 1, 1944;

(2) The deficiency in supply is caused either by the fact that there are no dealers in the area selling fabricated meat cuts, or the dealers in the area selling fabricated meat cuts do not have adequate facilities or quotas to supply the requirements of purveyors of meals located in the area as determined under the first condition;

(3) Purveyors of meals in the area customarily have relied upon, and find it necessary to continue to rely upon local retail dealers for supplies of meat sufficient to fill their requirements.

Applications calling upon the appropriate Regional Administrator to declare a specific area to be deficient in supplies of fabricated meat cuts for purveyors of meals may be filed with the appropriate OPA District or Regional Office at any time during business hours on any business day by one or more retail dealers who operate a retail store or stores within the area.

Applications must be in writing, must be signed by the applicant or applicants, must describe the specific area for which the declaration is sought, and must set forth facts which indicate the existence of the conditions under which the Regional Administrator is authorized to declare the area to be deficient in supplies of fabricated meat cuts for purveyors of meals. If the application is filed in an OPA District Office, it shall be forwarded within five days to the appropriate Regional Office together with the recommendations of the OPA District Office Director based upon an accompanying analysis of the conditions existing in the specific area for which the declaration is sought.

Upon a finding by the Regional Administrator, either on his own motion or after consideration of a proper application or applications, that the conditions under which he is authorized to act exist, he shall declare the specific area to be deficient in supplies of fabricated meat cuts for purveyors of meals.

Following a declaration by the appropriate Regional Administrator that any specific area under his jurisdiction is deficient in supplies of fabricated meat cuts for purveyors of meals any retail dealer having a store located in that area may apply in writing to his OPA District Office for permission to sell more than 20% of the total dollar volume of his sales of meat made at his retail store or stores located in the area to purveyors of meals. The application for permission must be in duplicate, must be signed by the applicant, must give the address of the store or stores from which he intends to make sales by virtue of the permission, and must declare that the applicant, in all sales made from such store or stores to purveyors of meals after receipt of the requested permission, will charge no more than the ceiling prices listed in his "OPA List of Retail Ceiling Prices on Specially Authorized Sales to Eating Places or Other Retailers" (Article III, section 30). For purposes of convenience he may combine an application made under this section with applications made under the analogous sections of Maximum Price Regulation No. 336 and/or Maximum Price Regulation No. 394.

Upon receipt of an application the OPA District Director shall grant the applicant the requested permission in writing. When the applicant has received such permission, his ceiling prices on all sales thereafter made to purveyors of meals must not exceed the ceiling prices for each grade of beef, veal, lamb and mutton retail cuts listed in the "OPA List of Retail Ceiling Prices on Specially Authorized Sales to Eating Places or Other Retailers" (Article III, section 30).

(d) You may make sales to other retail dealers who purchase your retail meat cuts for resale or you may buy retail meat cuts for resale purposes from other retail dealers only after written permission to make such sales and/or purchases has been granted to both the seller and the buyer by the appropriate Regional Office. The buyer and seller must submit joint applications in duplicate to the appropriate OPA District Office for such permission and must state therein the reasons why permission to make such sales and purchases is being sought. The joint application submitted must be signed by both parties and must set forth facts which indicate the existence of the following conditions:

(1) The purchasing retail dealer serves an area which will be deprived of its adequate supply of meats unless provision is made for him to procure meats in the form of retail cuts;

(2) The purchasing retail dealer does not have the facilities necessary to cut wholesale cuts into retail cuts;

(3) The purchasing retail dealer either customarily purchased his meats in the form of retail cuts prior to May 17, 1943, or is just starting to sell meats at retail in the designated location;

(4) The selling retail dealer is regularly engaged in the business of making sales at retail, the major portion of his meat business consisting of sales to individuals for consumption by themselves or their families off his premises;

(5) The contemplated sale of retail cuts to the purchasing retail dealer will constitute only an incidental part of the selling retail dealer's business. In no event may sales of retail cuts to other retail dealers exceed 40% of the total dollar volume of sales made by the selling retail dealer.

The application also must include statement showing (1) the approximate total volume of meat cuts expected to be transferred monthly as a result of the arrangement, (2) the expected duration of the arrangement, (3) the name and address of both parties. For purposes of convenience buyers and sellers may combine applications made under this section with applications made under the analogous sections of Maximum Price Regulation No. 336 and/or Maximum Price Regulation No. 394. The OPA District Office shall forward the application to the appropriate regional office together with its recommendations.

Upon receipt of a joint application together with the recommendations of the OPA District Office, the appropriate Regional Office shall conduct whatever investigations it deems necessary concerning the statements in the joint application. Upon a finding by the Regional Administrator that all of the requirements of this section have been satisfied he is authorized to grant permission in writing authorizing the purchasing retail dealer to buy, or the selling retail dealer to sell retail meat cuts for resale in whateyer quantity and for whatever period as he may find to be appropriate under the circumstances. He also shall send a copy of whatever order he may make to the forwarding OPA District Office.

Where such permission has been granted, and if you are the retail seller, you may charge the retail dealer authorized to purchase retail cuts from you no more than the ceiling price for each cut and grade of beef, veal, lamb and mutton retail cuts listed on your "OPA List of Retail Ceiling Prices on Specially Authorized Sales to Eating Places or Other Retailers" (Article III, section 30).

If you are the authorized purchasing retail dealer you may pay the authorized selling retail dealer no more than the ceiling price for the cut and grade of beef, veal, lamb and mutton retail cuts listed on your "OPA List of Retail Ceiling Prices on Specially Authorized Sales to Eating Places or Other Retailers" (Article III, section 30).

5. Section 9 is amended to read as follows:

SEC. 9. *Records and reports.* After May 17, 1943, you shall keep the same kind of records you have customarily kept, showing the prices you charge for beef, veal, lamb and mutton cuts, variety meats and edible by-products and for miscellaneous beef items. On all sales to hotels, restaurants, institutions and other eating places selling or furnishing meals made after July 26, 1944, you must keep records and give receipts to each respective purchaser, showing the name and address of each such purchaser, the date of each purchase, your name and address, the separate items of each order including the name, weight, and grade of each cut, variety meat item or edible by-product and miscellaneous beef item sold and the price charged therefor. If you are permitted to sell to other retail dealers for resale purposes you must keep records of each transaction and give receipts showing the same facts that you are required to show on your sales to eating places. You shall show the records to any representative of the Office of Price Administration upon request. If you have customarily given a customer a sales slip, receipt or similar evidence of purchase, you shall continue to do so. Furthermore, regardless of your previous custom, you shall, upon request by any customer, give a receipt showing the date, your name and address, the name, weight and grade of each cut, variety meat item or edible by-product, or miscellaneous beef item sold and the price you received for it.

6. In paragraph (m) of section 22 the New York area in Zone 7 is amended to read as follows:

The county of Chautauqua in New York.

7. In paragraph (n) of section 22 the New York area in Zone 7 is amended to read as follows:

The county of Chautauqua in New York.

8. In subparagraph (2) of section 22 (n) the New York area in Zone 7 is amended to read as follows:

The county of Chautauqua in New York.

9. In paragraph (o) of section 22 the New York area in Zone 8, North, is amended to read as follows:

All that portion of New York west of and including the counties of Oswego, Oneida, Madison, Chenango, and Broome; but excluding the county of Chautauqua.

10. In paragraph (p) of section 22 the New York area in Zone 8, North, is amended to read as follows:

All that portion of New York west of and including the counties of Oswego, Oneida, Madison, Chenango, and Broome; but excluding the county of Chautauqua.

11. In subparagraph (1) of section 22 (p) the New York area in Zone 8, North, is amended to read as follows:

All that portion of New York west of and including the counties of Oswego, Oneida, Madison, Chenango, and Broome, but excluding the county of Chautauqua.

12. Section 30 is added to read as follows:

SEC. 30(a) *"Retail ceiling prices on specially authorized sales to eating places or other retailers, Zone 1.*

[For all stores permitted to make such sales]

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 4423, 4922, 6214, 6248, 7199, 7827, 8185, 8945, 9366, 11297, 12237, 12811; 9 F.R. 5504.

ZONE 1

	Grades				
	AA or choice	A or good	B or commercial	C or utility	D or cutters and canners
BEEF	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
I. Steaks:					
1. Porterhouse	47	44	37	32	28
2. T-Bone	47	44	37	32	28
3. Club	47	44	37	32	28
4. Rib—10-inch cut	30	29	27	24	20
5. Rib—7-inch cut	33	31	29	25	21
6. Sirloin	39	37	30	26	22
7. Pin bone	39	37	30	26	22
8. Sirloin (boneless)	48	46	37	32	28
9. Round (bone-in) (full cut)	38	36	32	27	23
10. Round (boneless) (top and bottom)	40	38	33	28	24
11. Round tip	40	38	33	28	24
12. Chuck blade (bone-in)	28	26	25	21	18
13. Chuck arm (bone-in)	28	26	25	21	18
14. Flank	36	36	36	36	32
II. Roasts:					
1. Rib standing (chine bone-in, 10-inch cut)	30	29	27	24	20
2. Rib standing (chine bone-in, 7-inch cut)	33	31	29	25	21
3. Round tip	40	38	33	28	24
4. Rump (bone-in)	26	24	22	18	14
5. Rump (boneless)	40	38	33	28	24
6. Chuck blade pot roast	28	26	25	22	18
7. Chuck arm pot roast	28	26	25	22	18
8. Chuck or shoulder (boneless)	35	33	31	26	24
9. English cut	28	26	25	22	18
III. Stews and other cuts:					
1. Short ribs	19	19	18	18	14
2. Plate (bone-in) (fresh or cured)	19	19	18	18	14
3. Plate (boneless) (fresh or cured)	23	23	22	22	18
4. Brisket (bone-in) (fresh or cured)	24	24	21	21	17
5. Brisket (boneless) (cured) (deckle off)	35	35	31	31	27
6. Flank meat	25	25	25	25	21
7. Neck (bone-in)	24	24	21	21	17
8. Neck (boneless)	29	28	26	23	19
9. Heel of round (boneless)	29	28	25	21	17
10. Shank (bone-in) (hind & fore)	18	18	18	18	14
11. Shank (boneless) (hind & fore)	24	24	24	24	20
12. Soup bone	3	3	3	3	3
13. Suet	5	5	5	5	5
IV. Ground beef	25	25	25	25	25
V. Retail prices of wholesale cuts:					
1. Round beef-whole	25	23	21	18	14
2. Sirloin beef-whole	30	28	23	20	16
3. Short loin beef-whole	35	33	28	24	20
4. Flank beef-whole	15	15	15	15	11
5. Rib beef-whole	27	25	23	21	17
6. Regular chuck-whole	22	21	20	18	14
7. Short plate-whole	16	16	15	15	11
8. Brisket-whole	18	18	16	16	12
9. Shank-whole	14	14	14	14	10

	Grades				
	AA or choice	A or good	B or commercial	C or utility	D or cutters and canners
VEAL	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
VI. Steaks and chops:					
1. Loin chops	40	38	34	29	26
2. Rib chops	35	35	32	29	24
3. Shoulder chops (arm or blade)	27	25	23	20	18
4. Round steaks (cutlets)	42	39	35	31	28
5. Sirloin steaks or chops	34	33	29	26	24
VII. Roasts:					
1. Rump and sirloin (bone-in)	32	30	27	24	22
2. Rump and sirloin (boneless)	44	41	37	32	29
3. Leg	32	30	27	24	22
4. Leg—rump off	32	30	27	24	22
5. Leg—shank half	32	30	27	24	22
6. Leg—rump half	32	30	27	24	22
7. Loin	40	38	34	29	26
8. Rib	35	35	32	29	24

ZONE 1—Continued

	Grades				
	AA or choice	A or good	B or commercial	C or utility	D or cutters and canners
VEAL—continued	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
VII. Roasts—Continued.					
9. Blade and arm	27	25	23	20	18
10. Round	42	39	35	31	28
11. Shoulder (bone-in) (square cut)	30	28	24	22	18
12. Shoulder (boneless) (square cut)	32	31	29	27	22
13. Leg or round (boneless)					31
14. Sirloin strip (boneless)					31
15. Tenderloin					30
16. Regular rib roll (boneless)					29
17. Shoulder clod (boneless)					28
18. Veal roll (boned, rolled & tied)					
VIII. Stews and other cuts:	20	19	18	17	14
1. Breast (bone-in)	27	25	23	20	18
2. Breast (boneless)	28	26	24	21	19
3. Flank meat	20	19	18	17	14
4. Neck (bone-in)	27	25	23	20	18
5. Neck (boneless)	20	19	18	17	14
6. Shank (bone-in) (hind and fore)	27	25	23	20	18
7. Shank & heel meat (hind and fore)	28	26	28	28	28
8. Ground veal & patties					11
9. Neck bones					
IX. Retail prices of wholesale cuts:	27	26	23	20	16
1. Hindquarters	22	22	20	18	15
2. Forequarters					

	Grades						
	Lamb				Mutton		
	AA or choice	A or good	B or commercial	C or utility	B or prime, choice and good	M or commercial	R or utility and culls
LAMB AND MUTTON	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
X. Steaks and chops:							
1. Loin chops	52	49	44	39	28	26	24
2. Rib chops	41	38	36	32	19	17	15
3. Leg or sirloin chops	41	39	36	33	19	17	15
4. Shoulder chops (blade or arm chops)	35	33	31	28	17	16	13
XI. Roasts:							
1. Leg (whole, half, or short cut)	35	33	31	27	20	18	16
2. Sirloin roast (bone-in)	41	39	36	33	19	17	15
3. Yoke, rattle, triangle (bone-in)	24	23	22	21	12	11	10
4. Yoke, rattle, triangle (boneless)	35	34	33	31	17	15	13
5. Chuck or shoulder (square cut) (bone-in)	31	31	31	29	15	14	12
6. Chuck or shoulder (cross cut) (bone-in)	25	25	24	22	13	11	9
7. Loin	52	49	44	39	28	26	24
8. Rib	41	38	36	32	19	17	15
9. Boneless lamb shoulder roll				31			
XII. Stews and other cuts:							
1. Breast and flank	18	17	16	14	09	08	07
2. Neck (bone-in)	21	20	18	17	10	09	08
3. Neck (boneless)	28	28	28	15	17	17	17
4. Shank (bone-in)	18	17	16	29	9	8	7
5. Patties (ground meat)	29	29	29	8	18	18	18
6. Neck bones							8
XIII. Retail prices of wholesale cuts:	32	31	29	26	19	17	15
1. Leg	32	29	25	21	16	14	12
2. Loin	35	33	28	24	17	15	13
3. Hotel rack	21	20	20	18	10	9	8
4. Yoke							

These ceiling prices apply to stores in all groups providing permission has been received in advance authorizing sales to be made to eating places or other retailers.

Zone 1 includes the following areas: Washington, all counties; Oregon, all counties; California, all counties; Nevada, all counties.

All that portion of Idaho north of and including the counties of Idaho, Boundary, Bonner, Kootenai, Benewah, Shoshone, Latah, Clearwater, Nez Perce, and Lewis.

NOTE 1: *Ground meat.* (a) The retailer must not sell any ground meat unless it is ground beef, ground veal or ground lamb as defined in section 20 of the beef, veal, lamb and mutton retail regulation, and he must not sell such ground meat at prices higher than those listed above.

(b) If a customer buys any retail cut of meat and wants it ground, the retailer may grind that cut of meat for the customer, only if the grinding is done in a manner so that the customer can observe it. No addition may be charged the customer for the grinding.

(c) The retailer shall not have in his store or cooler any ground meat except ground beef, ground veal or ground lamb, or meat which has been bought by a customer and ground at the customer's request and which is wrapped and marked with that customer's name.

NOTE 2: *Cube steak.* The retailer must not sell any cubed steaks which have been cubed in advance of an order. If a customer buys any retail cut of meat and wants it cubed, the retailer may cube that cut of meat for the customer, only if the cubing is done in a manner so that the customer can observe it and no addition is charged the customer for the cubing.

NOTE 3: *Yearling lamb.* The ceiling prices for yearling lamb cuts of the different grades are lower than the above ceiling prices for lamb. The retailer must not sell retail yearling lamb cuts of choice grade at a higher price than the ceiling price for corresponding retail lamb cut of good grade; he must not sell retail yearling lamb cuts of good grade at a higher price than the ceiling price for the corresponding retail lamb cut of commercial grade; and, he must not sell retail yearling lamb cuts of commercial, utility and cull grades at a higher price than the ceiling price for the corresponding retail lamb cut of utility grade.

(b) *Retail ceiling prices on specially authorized sales to eating places or other retailers, Zone 2.*

[For all stores permitted to make such sales]

ZONE II

	Grades				
	AA or choice	A or good	B or commercial	C or utility	D or cutters and canners
BEEF	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
I. Steaks:					
1. Porterhouse	46	42	35	31	27
2. T-Bone	46	42	35	31	27
3. Club	46	42	35	31	27
4. Rib—10-inch cut	29	28	26	23	19
5. Rib—7-inch cut	32	30	28	24	20
6. Sirloin	37	36	29	25	21
7. Pin Bone	37	36	29	25	21
8. Sirloin (boneless)	46	44	36	31	27
9. Round (bone-in) (full cut)	37	35	31	26	22
10. Round (boneless) (top and bottom)	39	36	32	27	23
11. Round tip	39	36	32	27	23
12. Chuck blade (bone-in)	26	25	23	21	17
13. Chuck arm (bone-in)	26	25	23	21	17
14. Flank	34	34	34	34	30
II. Roasts:					
1. Rib standing (chine bone-in, 10-inch cut)	29	28	26	23	19
2. Rib standing (chine bone-in, 7-inch cut)	32	30	28	24	20
3. Round tip	39	36	32	27	23
4. Rump (bone-in)	24	23	20	17	13
5. Rump (boneless)	39	36	32	27	23
6. Chuck blade pot roast	26	25	23	21	17
7. Chuck arm pot roast	26	25	23	21	17
8. Chuck or shoulder (boneless)	34	32	30	26	22
9. English cut	26	25	23	21	17
III. Stews and other cuts:					
1. Short ribs	18	18	17	17	13
2. Plate (bone-in) (fresh or cured)	18	18	17	17	13
3. Plate (boneless) (fresh or cured)	22	22	20	20	16
4. Brisket (bone-in) (fresh or cured)	22	22	20	20	16
5. Brisket (boneless) (cured) (deckle off)	34	34	30	30	26

ZONE II—Continued

	Grades				
	AA or choice	A or good	B or commercial	C or utility	D or cutters and canners
BEEF—continued	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
III. Stews and other cuts—Continued.					
6. Flank meat	24	24	24	24	20
7. Neck (bone-in)	22	22	20	20	16
8. Neck (boneless)	28	26	25	22	18
9. Heel of round (boneless)	28	26	23	20	16
10. Shank (bone-in) (hind and fore)	17	17	17	17	13
11. Shank (boneless) (hind and fore)	22	22	22	22	18
12. Soup bone	3	3	3	3	3
13. Suet	5	5	5	5	5
IV. Ground beef	24	24	24	24	24
V. Retail prices of wholesale cuts:					
1. Round beef—whole	24	23	20	17	13
2. Sirloin beef—whole	29	28	23	19	15
3. Short loin beef—whole	35	32	27	24	20
4. Flank beef—whole	14	14	14	14	10
5. Rib beef—whole	26	24	23	20	16
6. Regular chuck—whole	21	20	19	17	13
7. Short plate—whole	15	15	14	14	10
8. Brisket—whole	18	18	15	15	11
9. Shank—whole	13	13	12	13	9

	Grades				
	AA or choice	A or good	B or commercial	C or utility	D or cull
VEAL	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
VI. Steaks and chops:					
1. Loin chops	38	36	33	27	24
2. Rib chops	34	33	30	28	22
3. Shoulder chops (arm or blade)	25	24	21	19	17
4. Round steaks (cutlets)	40	37	33	29	26
5. Sirloin steaks or chops	32	31	27	24	22
VII. Roasts:					
1. Rump and sirloin (bone-in)	30	28	25	22	20
2. Rump and sirloin (boneless)	42	39	35	30	27
3. Leg	30	28	25	22	20
4. Leg—rump off	30	28	25	22	20
5. Leg—shank half	30	28	25	22	20
6. Leg—rump half	30	28	25	22	20
7. Loin	38	36	32	27	24
8. Rib	34	33	30	26	22
9. Blade and arm	25	24	21	19	17
10. Round	40	37	33	29	26
11. Shoulder (bone-in) (square cut)	24	24	22	20	16
12. Shoulder (boneless) (square cut)	31	30	27	25	20
13. Leg or round (boneless)					29
14. Sirloin strip (boneless)					29
15. Tenderloin					29
16. Regular rib roll (boneless)					28
17. Shoulder clod (boneless)					26
18. Veal, roll (boned, rolled and tied)					27
VIII. Stews and other cuts:					
1. Breast (bone-in)	18	18	16	15	12
2. Breast (boneless)	25	24	21	19	17
3. Flank meat	26	24	22	19	17
4. Neck (bone-in)	18	18	16	15	12
5. Neck (boneless)	25	24	21	19	17
6. Shank (bone-in) (hind & fore)	18	18	16	15	12
7. Shank & heel meat (hind & fore)	25	24	21	19	17
8. Ground veal & patties	26	26	26	26	26
9. Neck bones					9
IX. Retail prices of wholesale cuts:					
1. Hindquarters	26	24	22	19	17
2. Forequarters	21	20	19	17	14

ZONE II—Continued

	Grades						
	Lamb				Mutton		
	AA or Choice	A or Good	B or Commercial	C or Utility	S or Prime, Choice and Good	M or Commercial	R or Utility and Culls
LAMB AND MUTTON	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
X. Steaks and chops:							
1. Loin chops	49	46	42	37	26	23	21
2. Rib chops	38	36	33	30	17	14	12
3. Leg or sirloin chops	38	36	33	30	17	14	12
4. Shoulder chops (blade or arm chops)	33	31	29	26	14	12	10
XI. Roasts:							
1. Leg (whole, half, or short cut)	33	31	28	25	17	16	14
2. Sirloin roast (bone-in)	38	36	33	30	17	14	12
3. Yoke, rattle, triangle (bone-in)	21	21	20	19	10	8	7
4. Yoke, rattle, triangle (boneless)	33	32	31	29	14	13	11
5. Chuck or shoulder (square cut) (bone-in)	29	29	28	26	13	11	10
6. Chuck or shoulder (cross cut) (bone-in)	23	22	22	20	10	9	8
7. Loin	49	46	42	37	26	23	21
8. Rib	38	36	33	30	17	14	12
9. Boneless lamb shoulder roll				29			
XII. Stews and other cuts:							
1. Breast and flank	15	14	13	12	7	6	5
2. Neck (bone-in)	18	17	16	14	8	7	6
3. Neck (boneless)	26	26	26	26	15	15	15
4. Shank (bone-in)	15	14	13	12	7	6	5
5. Patties (ground meat)	26	26	26	26	15	15	15
6. Neck bones				6			6
XIII. Retail prices of wholesale cuts:							
1. Leg	30	29	27	24	17	16	14
2. Loin	30	28	23	19	14	12	11
3. Hotel rack	34	31	26	22	15	13	11
4. Yoke	19	19	18	17	9	8	7

These ceiling prices apply to stores in all groups located in Zone 2 providing permission has been received in advance authorizing sales to be made to eating places or other retailers.

Zone 2 includes the following area: Montana and all counties; Wyoming and all counties; Utah and all counties; Arizona and all counties; all that portion of Idaho south of but not including Idaho County.

NOTE 1: *Ground meat.* (a) The retailer must not sell any ground meat unless it is ground beef, ground veal or ground lamb as defined in section 20 of the beef, veal, lamb and mutton retail regulation, and he must not sell such ground meat at prices higher than those listed above.

(b) If a customer buys any retail cut of meat and wants it ground, the retailer may grind that cut of meat for the customer, only if the grinding is done in a manner so that the customer can observe it. No addition may be charged the customer for the grinding.

(c) The retailer shall not have in his store or cooler any ground meat except ground beef, ground veal or ground lamb, or meat which has been bought by a customer and ground at the customer's request and which is wrapped and marked with that customer's name.

NOTE 2: *Cube steak.* The retailer must not sell any cubed steaks which have been cubed in advance of an order. If a customer buys any retail cut of meat and wants it cubed, the retailer may cube that cut of meat for the customer, only if the cubing is done in a manner so that the customer can observe it and no addition is charged the customer for the cubing.

NOTE 3: *Yearling lamb.* The ceiling prices for yearling lamb cuts of the different grades are lower than the above ceiling prices for lamb. The retailer must not sell retail yearling lamb cuts of choice grade at a higher price than the ceiling price for the corresponding retail lamb cut of good grade; he must not sell retail yearling lamb cuts of good grade at a higher price than the ceiling price for the corresponding retail lamb cut of commercial grade; and, he must not sell retail yearling lamb cuts of commercial, utility and cull grades at a higher price than the ceiling price for the corresponding retail lamb cut of utility grade.

(c) *Retail ceiling prices on specially authorized sales to eating places or other retailers, Zone 3.*

[For all stores permitted to make such sales]

ZONE III

	Grades				
	AA or choice	A or good	B or commercial	C or utility	D or cutters and canners
BEEF	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
I. Steaks:					
1. Porterhouse	44	41	34	30	26
2. T-Bone	44	41	34	30	26
3. Club	44	41	34	30	26
4. Rib—10-inch cut	28	27	24	21	19
5. Rib—7-inch cut	31	29	27	23	19
6. Sirloin	36	34	28	24	20
7. Pin bone	36	34	28	24	20
8. Sirloin (boneless)	45	42	34	29	25
9. Round (bone-in) (full cut)	36	33	29	25	21
10. Round (boneless) (top & bottom)	37	35	30	25	21
11. Round tip	37	35	30	25	21
12. Chuck blade (bone-in)	25	24	22	19	15
13. Chuck arm (bone-in)	26	24	22	19	15
14. Flank	33	33	28		20
II. Roasts:					
1. Rib standing—(10-inch cut, chine-bone-in)	28	27	24	21	17
2. Rib standing—(7-inch cut, chine-bone-in)	31	29	27	23	19
3. Round tip	37	35	30	25	21
4. Rump (bone-in)	23	21	19	16	12
5. Rump (boneless)	37	35	30	25	21
6. Chuck blade pot roast	26	24	22	19	15
7. Chuck arm pot roast	25	24	22	19	15
8. Chuck or shoulder (boneless)	32	30	28	25	21
9. English cut	25	24	22	19	15
III. Stews and other cuts:					
1. Short ribs	17	17	15	15	11
2. Plate (bone-in) (fresh or cured)	17	17	15	15	11
3. Plate (boneless) (fresh or cured)	20	20	19	19	15
4. Brisket (bone-in) (fresh or cured)	21	21	18	18	14
5. Brisket (boneless) (cured) (deckle off)	32	32	28	28	24
6. Flank meat	22	22	22	22	18
7. Neck (bone-in)	21	21	18	18	14
8. Neck (boneless)	27	25	23	21	17
9. Heel of round (boneless)	26	25	22	18	14
10. Shank (bone-in) (hind & fore)	15	15	15	15	11
11. Shank (boneless) (hind & fore)	21	21	21	21	17
12. Soup bone	3	3	3	3	3
13. Suet	5	5	5	5	5
IV. Ground beef	22	22	22	22	22
V. Retail prices of wholesale cuts:					
1. Round beef—whole	23	22	19	16	12
2. Sirloin beef—whole	28	27	22	19	15
3. Short loin beef—whole	34	31	26	23	19
4. Flank beef—whole	13	13	13	13	9
5. Rib beef—whole	25	23	22	19	15
6. Regular chuck—whole	21	19	18	16	12
7. Short plate—whole	14	14	14	14	10
8. Brisket—whole	17	17	15	15	11
9. Shank—whole	12	12	12	12	8

ZONE III—Continued

	Grades						
	Lamb				Mutton		
	AA or choice	A or good	B or commercial	C or utility	S or prime, choice and good	M or commercial	R or utility and culls
LAMB AND MUTTON	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
VI. Steaks and chops:							
1. Loin chops	37	34	30	26			23
2. Rib chops	33	32	29	26			21
3. Shoulder chops (arm or blade)	24	23	20	17			16
4. Round steaks (cutlets)	38	36	32	28			25
5. Sirloin steaks or chops	31	29	25	22			20
VII. Roasts:							
1. Rump and sirloin (bone-in)	28	26	23	20			18
2. Rump and sirloin (boneless)	40	38	33	29			26
3. Leg	28	26	23	20			18
4. Leg—Rump off	28	26	23	20			18
5. Leg—Shank half	28	26	23	20			18
6. Leg—Rump half	28	26	23	20			18
7. Loin	37	34	30	26			23
8. Rib	33	32	29	26			21
9. Blade and arm	24	23	20	17			16
10. Round	38	36	32	28			25
11. Shoulder (bone-in) (square cut)	23	23	21	19			15
12. Shoulder (boneless) (square cut)	29	29	26	24			19
13. Leg or round (boneless)							28
14. Sirloin strip (boneless)							27
15. Tenderloin							27
16. Regular rib roll (boneless)							26
17. Shoulder clod (boneless)							25
18. Veal roll (boned, rolled and tied)							
VIII. Stews and other cuts:							
1. Breast (bone-in)	17	16	15	14			11
2. Breast (boneless)	24	23	20	17			16
3. Flank meat	24	23	20	18			16
4. Neck (bone-in)	17	16	15	14			11
5. Neck (boneless)	24	23	20	17			16
6. Shank (bone-in) (hind and fore)	17	16	15	14			11
7. Shank and heel meat (hind and fore)	24	23	20	17			16
8. Ground veal and patties	24	24	24	24			24
9. Neck bones							8
IX. Retail prices of wholesale cuts:							
1. Hindquarters	25	24	21	18			16
2. Forequarters	20	20	18	16			13

	Grades						
	Lamb				Mutton		
	AA or choice	A or good	B or commercial	C or utility	S or prime, choice and good	M or commercial	R or utility and culls
LAMB AND MUTTON	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
X. Steaks and chops:							
1. Loin chops	49	46	42	37	26	23	21
2. Rib chops	38	36	33	30	17	14	12
3. Leg or sirloin chops	38	36	33	30	17	14	12
4. Shoulder chops (blade or arm chops)	33	31	29	26	14	12	10
XI. Roasts:							
1. Leg (whole, half or short cut)	33	31	28	25	17	16	14
2. Sirloin roast (bone-in)	38	36	33	30	17	14	12
3. Yoke, rattle, triangle (bone-in)	21	21	20	19	10	8	7
4. Yoke, rattle, triangle (boneless)	33	32	31	*29	14	13	11
5. Chuck or shoulder (square cut) (bone-in)	29	29	28	26	13	11	10
6. Chuck or shoulder (cross cut) (bone-in)	23	22	22	20	10	9	8
7. Loin	49	46	42	37	26	23	21
8. Rib	38	36	33	30	17	14	12
9. Boneless lamb shoulder roll				29			

ZONE III—Continued

	Grades						
	Lamb				Mutton		
	AA or choice	A or good	B or commercial	C or utility	S or prime, choice and good	M or commercial	R or utility and culls
LAMB AND MUTTON—continued	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
XII. Stews and other cuts:							
1. Breast and flank	15	14	13	12	7	6	5
2. Neck (bone-in)	18	17	16	14	8	7	6
3. Neck (boneless)	26	26	26	26	15	15	15
4. Shank (bone-in)	16	14	13	12	7	6	5
5. Patties (ground meat)	26	26	26	26	15	15	15
6. Neck bones				6			6
XIII. Retail prices of wholesale cuts:							
1. Leg	30	29	27	24	17	16	14
2. Loin	30	28	23	19	14	12	11
3. Hotel rack	34	31	26	22	15	13	11
4. Yoke	19	19	18	17	9	8	7

These ceiling prices apply to stores in all groups located in Zone 3 providing permission has been received in advance authorizing sales to be made to eating places or other retailers.

Zone 3 includes the following area:

Colorado, all counties.

New Mexico, all counties.

The above prices are subject to the conditions contained in notes 1 to 3, inclusive.

NOTE 1: *Ground meat.* (a) The retailer must not sell any ground meat unless it is ground beef, ground veal or ground lamb as defined in section 20 of the beef, veal, lamb and mutton retail regulation, and he must not sell such ground meat at prices higher than those listed above.

(b) If a customer buys any retail cut of meat and wants it ground, the retailer may grind that cut of meat for the customer, only if the grinding is done in a manner so that the customer can observe it. No addition may be charged the customer for the grinding.

(c) The retailer shall not have in his store or cooler any ground meat except ground beef, ground veal or ground lamb, or meat which has been bought by a customer and ground at the customer's request and which is wrapped and marked with that customer's name.

NOTE 2. *Cube steak.* The retailer must not sell any cubed steaks which have been cubed in advance of an order. If a customer buys any retail cut of meat and wants it cubed, the retailer may cube that cut of meat for the customer, only if the cubing is done in a manner so that the customer can observe it and no addition is charged the customer for the cubing.

NOTE 3. *Yearling lamb.* The ceiling prices for yearling lamb cuts of the different grades are lower than the above-ceiling prices for lamb. The retailer must not sell retail yearling lamb cuts of choice grade at a higher price than the ceiling price for the corresponding retail lamb cut of good grade; he must not sell retail yearling lamb cuts of good grade at a higher price than the ceiling price for the corresponding retail lamb cut of commercial grade; and, he must not sell retail yearling lamb cuts of commercial, utility and cull grades at a higher price than the ceiling price for the corresponding retail lamb cut of utility grade.

(d) *Retail ceiling prices on specially authorized sales to eating places or other retailers, Zone 4.*

[For all stores permitted to make such sales]

ZONE IV

	Grades				
	AA or choice	A or good	B or commercial	C or utility	D or cutters and canners
BEEF	Cents per pound	Cents per pound	Cents per pound	Cents per pound	Cents per pound
I. Steaks:					
1. Porterhouse	44	41	34	30	26
2. T-bone	44	41	34	30	26
3. Club	44	41	34	30	26
4. Rib—10-inch cut	28	27	24	21	17
5. Rib—7-inch cut	31	29	27	23	19
6. Sirloin	36	34	28	24	20
7. Pin bone	36	34	28	24	20
8. Sirloin (boneless)	45	42	34	29	25
9. Round (bone-in) (full cut)	36	33	29	25	21
10. Round (boneless) (top and bottom)	37	35	30	25	21
11. Round tip	37	35	30	25	21
12. Chuck blade (bone-in)	25	24	22	19	15
13. Chuck arm (bone-in)	25	24	22	19	15
14. Flank	33	33	33	33	29
II. Roasts:					
1. Rib standing (chine bone-in, 10-inch cut)	28	27	24	21	17
2. Rib standing (chine bone-in, 7-inch cut)	31	29	27	23	19
3. Round tip	37	35	30	25	21
4. Rump (bone-in)	22	21	19	16	12
5. Rump (boneless)	37	35	30	25	21
6. Chuck blade pot roast	25	24	22	19	15
7. Chuck arm pot roast	25	24	22	19	15
8. Chuck or shoulder (boneless)	32	30	28	25	21
9. English cuts	25	24	22	19	15
III. Stews and other cuts:					
1. Short ribs	17	17	15	15	11
2. Plate (bone-in) (fresh or cured)	17	17	15	15	11
3. Plate (boneless) (fresh or cured)	20	20	19	19	15
4. Brisket (bone-in) (fresh or cured)	21	21	18	18	14
5. Brisket (boneless) (cured) (deckle off)	32	32	28	28	24
6. Flank meat	22	22	22	22	18
7. Neck (bone-in)	21	21	18	18	14
8. Neck (boneless)	27	26	23	21	17
9. Heel of round (boneless)	26	25	22	18	14
10. Shank (bone-in) (hind & fore)	16	15	15	15	11
11. Shank (boneless) (hind & fore)	21	21	21	21	17
12. Soup bone	3	3	3	3	3
13. Suet	5	5	5	5	5
IV. Ground beef	22	22	22	22	22
V. Retail prices of wholesale cuts:					
1. Round beef—whole	23	22	19	16	12
2. Sirloin beef—whole	28	27	22	19	15
3. Short loin beef—whole	34	31	26	23	19
4. Flank beef—whole	13	13	13	13	9
5. Rib beef—whole	25	23	22	19	15
6. Regular chuck—whole	21	19	18	16	12
7. Short plate—whole	14	14	14	14	10
8. Brisket—whole	17	17	15	15	11
9. Shank—whole	12	12	12	12	8

	Grades				
	AA or choice	A or good	B or commercial	C or utility	D or cull
VEAL	Cents per pound	Cents per pound	Cents per pound	Cents per pound	Cents per pound
VI. Steaks and chops:					
1. Loin chops	36	33	29	25	22
2. Rib chops	32	31	28	26	20
3. Shoulder chops (arm or blade)	23	22	19	17	15
4. Round steaks (cutlets)	37	35	31	27	24
5. Sirloin steaks or chops	30	28	24	21	19
VII. Roasts:					
1. Rump and sirloin (bone-in)	27	25	22	19	17
2. Rump and sirloin (boneless)	39	37	32	28	25
3. Leg	27	26	22	19	17
4. Leg—rump off	26	25	22	19	17
5. Leg—shank half	27	25	22	19	17
6. Leg—rump half	27	25	22	19	17

ZONE IV—Continued

	Grades				
	AA or choice	A or good	B or commercial	C or utility	D or cull
VEAL—continued	Cents per pound	Cents per pound	Cents per pound	Cents per pound	Cents per pound
VII. Roasts—Continued.					
1. Loin	36	33	29	25	22
2. Rib	32	31	28	26	20
3. Blade & arm	23	22	19	17	15
4. Round	37	35	31	27	24
5. Shoulder (bone-in) (square cut)	22	22	20	18	14
6. Shoulder (boneless) (square cut)	29	28	25	23	18
7. Leg or round (boneless)					27
8. Sirloin strip (boneless)					26
9. Tenderloin					26
10. Regular rib roll (boneless)					26
11. Shoulder clod (boneless)					26
12. Veal roll (boned, rolled & tied)					26
VIII. Stews & other cuts:					
1. Breast (bone-in)	16	16	14	13	10
2. Breast (boneless)	23	22	19	17	15
3. Flank meat	23	22	19	17	15
4. Neck (bone-in)	16	16	14	13	10
5. Neck (boneless)	23	22	19	17	15
6. Shank (bone-in) (hind & fore)	16	16	14	13	10
7. Shank & heel meat (hind & fore)	23	22	19	17	15
8. Ground veal & patties	23	23	23	23	22
9. Neck bones					7
IX. Retail prices of wholesale cuts:					
1. Hindquarters	24	23	20	17	16
2. Forequarters	19	19	17	16	12

	Grades						
	Lamb				Mutton		
	AA or choice	A or good	B or commercial	C or utility	S or prime, choice and good	M or commercial	B or utility and cull
LAMB AND MUTTON	Cents per pound	Cents per pound	Cents per pound	Cents per pound	Cents per pound	Cents per pound	Cents per pound
X. Steaks and chops:							
1. Loin chops	49	46	42	37	26	23	21
2. Rib chops	38	36	33	30	17	14	12
3. Leg or sirloin chops	38	36	33	30	17	14	12
4. Shoulder chops (blade or arm)	33	31	29	26	14	12	10
XI. Roasts:							
1. Leg (whole, half or short cut)	33	31	28	26	17	16	14
2. Sirloin roast (bone-in)	38	36	33	30	17	14	12
3. Yoke, rattle, triangle (bone-in)	21	21	20	19	10	8	7
4. Yoke, rattle, triangle (boneless)	33	32	31	29	14	13	11
5. Chuck or shoulder (square cut) (bone-in)	29	29	28	26	13	11	10
6. Chuck or shoulder (cross cut) (bone-in)	23	22	22	20	10	9	8
7. Loin	49	46	42	37	26	22	21
8. Rib	38	36	33	30	17	14	12
9. Boneless lamb shoulder roll				29			
XII. Stews and other cuts:							
1. Breast and flank	15	14	13	12	7	6	5
2. Neck (bone-in)	18	17	16	14	8	7	6
3. Neck (boneless)	26	26	26	26	15	15	15
4. Shank (bone-in)	15	14	13	12	7	6	5
5. Patties (ground meat)	26	26	26	26	15	15	15
6. Neck bones				6			6
XIII. Retail prices of wholesale cuts:							
1. Leg	30	29	27	24	17	16	14
2. Loin	30	28	25	19	14	12	11
3. Hotel rack	34	31	26	22	15	13	11
4. Yoke	19	19	18	17	9	8	7

These ceiling prices apply to stores in all groups located in Zone 4 providing permission has been received in advance authorizing sales to be made to eating places or other retailers.

Zone 4 includes the following area:
North Dakota, all counties.
South Dakota, all counties.
Minnesota, all counties.
Nebraska, all counties.
Kansas, all counties.
Oklahoma, all counties.
Texas, all counties.
Wisconsin, all that portion of Wisconsin west of and including the counties of Iron, Price, Taylor, Clark, Jackson, Monroe, Vernon and Crawford.
Iowa, except the counties of Dubuque, Jackson, Clinton, Scott, Muscatine, Louisa, Des Moines, and Lee.
Missouri, all that portion of Missouri west of and including the counties of Scotland, Knox, Shelby, Monroe, Audrain, Montgomery, Warren, Franklin, Washington, Saint Francois, Madison, Wayne, and Butler.

The above prices are subject to the conditions contained in notes 1 to 3, inclusive.

NOTE 1: *Ground meat.* (a) The retailer must not sell any ground meat unless it is ground beef, ground veal or ground lamb as defined in section 20 of the beef, veal, lamb and mutton retail regulation, and he must not sell such ground meat at prices higher than those listed above.

(b) If a customer buys any retail cut of meat and wants it ground the retailer may grind that cut of meat for the customer, only if the grinding is done in a manner so that the customer can observe it. No addition may be charged the customer for the grinding.

(c) The retailer shall not have in his store or cooler any ground meat except ground beef, ground veal or ground lamb, or meat which has been bought by a customer and ground at the customer's request and which is wrapped and marked with that customer's name.

NOTE 2: *Cube steak.* The retailer must not sell any cubed steaks which have been cubed in advance of an order. If a customer buys any retail cut of meat and wants it cubed, the retailer may cube that cut of meat for the customer, only if the cubing is done in a manner so that the customer can observe it and no addition is charged the customer for the cubing.

NOTE 3: *Yearling lamb.* The ceiling prices for yearling lamb cuts of the different grades are lower than the above ceiling prices for lamb. The retailer must not sell retail yearling lamb cuts of choice grade at a higher price than the ceiling price for corresponding retail lamb cut of good grade; he must not sell retail yearling lamb cuts of good grade at a higher price than the ceiling price for the corresponding retail lamb cut of commercial grade; and, he must not sell retail yearling lamb cuts of commercial, utility and cull grades at a higher price than the ceiling price for the corresponding retail lamb cut of utility grade.

(e) *Retail ceiling prices on specially authorized sales to eating places or other retailers, Zone 5.*

[For all stores permitted to make such sales]

ZONE V

	Grades				
	AA or choice	A or good	B or commercial	C or utility	D or cutters and canners
BEEF	Cents per pound	Cents per pound	Cents per pound	Cents per pound	Cents per pound
I. Steaks:					
1. Porterhouse	45	41	35	30	26
2. T-Bone	45	41	35	30	26
3. Club	45	41	35	30	26
4. Rib—10-inch cut	28	27	25	22	18
5. Rib—7-inch cut	31	29	27	24	20
6. Sirloin	37	35	28	24	20
7. Pin bone	37	35	28	24	20
8. Sirloin (boneless)	45	43	35	30	26
9. Round (bone-in) (full cut)	36	34	30	25	21
10. Round (boneless) (top and bottom)	38	35	31	26	22
11. Round tip	38	35	31	26	22
12. Chuck blade (bone-in)	26	24	22	20	16
13. Chuck arm (bone-in)	26	24	22	20	16
14. Flank	33	33	33	33	29
II. Roasts:					
1. Rib standing—(chine bone-in, 10-inch cut)	28	27	25	22	18
2. Rib standing—(chine bone-in, 7-inch cut)	31	29	27	24	20
3. Round tip	38	35	31	26	22
4. Rump (bone-in)	29	22	19	16	12
5. Rump (boneless)	38	35	31	26	22
6. Chuck blade pot roast	26	24	22	20	16
7. Chuck arm pot roast	26	24	22	20	16
8. Chuck or shoulder (boneless)	33	31	29	25	21
9. English cut	26	24	22	20	16

ZONE V—Continued

	Grades				
	AA or choice	A or good	B or commercial	C or utility	D or cutters and canners
BEEF—continued	Cents per pound	Cents per pound	Cents per pound	Cents per pound	Cents per pound
III. Stews and other cuts:					
1. Short ribs	17	17	16	16	12
2. Plate (bone-in) (fresh or cured)	17	17	16	16	12
3. Plate (boneless) (fresh or cured)	21	21	19	19	15
4. Brisket (bone-in) (fresh or cured)	22	22	19	19	15
5. Brisket (boneless) (cured) (deckle off)	33	33	29	29	25
6. Flank meat	23	23	23	23	19
7. Neck (bone-in)	22	22	19	19	15
8. Neck (boneless)	27	26	24	21	17
9. Heel of round (boneless)	27	25	22	18	14
10. Shank (bone-in) (hind and fore)	16	16	16	16	12
11. Shank (boneless) (hind and fore)	21	21	21	21	17
12. Soup bone	3	3	3	3	3
13. Suet	5	5	5	5	5
IV. Ground beef	23	23	23	23	23
V. Retail prices of wholesale cuts:					
1. Round beef—whole	23	22	20	17	13
2. Sirloin beef—whole	28	27	22	19	15
3. Short loin beef—whole	34	32	26	23	19
4. Flank beef—whole	14	14	14	14	10
5. Rib beef—whole	25	24	22	19	15
6. Regular chuck—whole	21	20	18	16	12
7. Short plate—whole	15	15	14	14	10
8. Brisket—whole	17	17	15	15	11
9. Shank—whole	12	12	12	12	8

	Grades				
	AA or choice	A or good	B or commercial	C or utility	D or cull
VEAL	Cents per pound	Cents per pound	Cents per pound	Cents per pound	Cents per pound
VI. Steaks and chops:					
1. Loin chops	36	34	30	25	23
2. Rib chops	32	31	29	26	20
3. Shoulder chops (arm or blade)	24	22	20	17	15
4. Round steaks (cutlets)	38	35	31	27	24
5. Sirloin steaks or chops	30	29	25	22	20
VII. Roasts:					
1. Rump and sirloin (bone-in)	28	26	23	20	18
2. Rump and sirloin (boneless)	40	37	33	28	26
3. Leg	28	26	23	20	18
4. Leg—rump off	28	26	23	20	18
5. Leg—shank half	28	26	23	20	18
6. Leg—rump half	28	26	23	20	18
7. Loin	36	34	30	26	22
8. Rib	32	31	29	26	22
9. Blade and arm	38	35	31	27	24
10. Round	23	22	20	19	15
11. Shoulder (bone-in) (square cut)	29	28	26	24	18
12. Shoulder (boneless) (square cut)					27
13. Leg or round (boneless)					27
14. Sirloin strip (boneless)					27
15. Tenderloin					27
16. Regular rib roll (boneless)					26
17. Shoulder clod (boneless)					26
18. Veal roll (boned, rolled, and tied)					26
VIII. Stews and other cuts:					
1. Breast (bone-in)	17	16	15	13	11
2. Breast (boneless)	24	22	20	17	15
3. Flank meat	24	22	20	17	15
4. Neck (bone-in)	17	16	15	13	11
5. Neck (boneless)	24	22	20	17	15
6. Shank (bone-in) (hind and fore)	17	16	15	13	11
7. Shank and heel meat (hind and fore)	24	22	20	17	15
8. Ground veal and patties	24	24	24	24	24
9. Neck bones					7
IX. Retail prices of wholesale cuts:					
1. Hindquarters	25	23	21	18	14
2. Forequarters	20	19	18	16	13

ZONE V—Continued

	Grades						
	Lamb				Mutton		
	AA or choice	A or good	B or commercial	C or utility	S or prime, choice and good	M or commercial	R or utility and culls
LAMB AND MUTTON	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
X. Steaks and chops:							
1. Loin chops	50	47	42	38	26	24	22
2. Rib chops	39	37	34	31	17	15	13
3. Leg or sirloin chops	39	37	34	31	17	15	13
4. Shoulder chops (blade or arm chops)	34	32	29	27	15	13	11
XI. Roasts:							
1. Leg (whole, half, or short cut)	34	32	29	26	18	17	15
2. Sirloin roast (bone-in)	39	37	34	31	17	15	13
3. Yoke, rattle, triangle (bone-in)	22	22	21	19	10	9	8
4. Yoke, rattle, triangle (boneless)	34	33	32	30	16	13	11
5. Chuck or shoulder (square cut) (bone-in)	30	29	29	27	13	12	11
6. Chuck or shoulder (cross cut) (bone-in)	23	23	22	21	11	10	9
7. Loin	50	47	42	38	26	24	22
8. Rib	39	37	34	31	17	15	13
9. Boneless lamb shoulder roll				30			
XII. Stews and other cuts:							
1. Breast and flank	16	15	14	13	7	6	6
2. Neck (bone-in)	19	18	17	15	9	8	7
3. Neck (boneless)	27	27	27	27	16	16	16
4. Shank (bone-in)	16	15	14	13	7	7	6
5. Patties (ground meat)	27	27	27	27	16	16	16
6. Neck bones				7			7
XIII. Retail prices of wholesale cuts:							
1. Leg	31	29	28	25	18	16	15
2. Loin	31	28	23	20	14	13	11
3. Hotel rack	34	32	27	23	16	14	12
4. Yoke	20	19	19	17	9	8	7

These ceiling prices apply to stores in all groups located in Zone 5 providing permission has been received in advance authorizing sales to be made to eating places or other retailers.

Zone 5 includes the following area:

Michigan, all that portion of Michigan west of and including the counties of Marquette and Menominee.

Wisconsin, all that portion of Wisconsin east of and including the counties of Vilas, Oneida, Lincoln, Marathon, Wood, Juneau, Sauk, Richland, and Grant.

Iowa, the following counties of Iowa: Dubuque, Jackson, Clinton, Scott, Muscatine, Louisa, Des Moines, and Lee.

Illinois, all that portion of Illinois north and west of and including the counties of Vermillion, Champaign, Douglas, Coles, Shelby, Effingham, Fayette, Bond, Madison, St. Clair, and Monroe.

Missouri, the following counties of Missouri: Clark, Lewis, Marion, Ralls, Pike, Lincoln, St. Charles, St. Louis, and Jefferson.

Indiana, the following counties of Indiana: Lake, Newton, Benton, and Warren.

The above prices are subject to the conditions contained in notes 1 to 3, inclusive.

NOTE 1: *Ground meat.* (a) The retailer must not sell any ground meat unless it is ground beef, ground veal or ground lamb as defined in section 20 of the beef, veal, lamb and mutton retail regulation, and he must not sell such ground meat at prices higher than those listed above.

(b) If a customer buys any retail cut of meat and wants it ground, the retailer may grind that cut of meat for the customer, only if the grinding is done in a manner so that the customer can observe it. No addition may be charged the customer for the grinding.

(c) The retailer shall not have in his store or cooler any ground meat except ground beef, ground veal or ground lamb, or meat which has been bought by a customer and ground at the customer's request and which is wrapped and marked with that customer's name.

NOTE 2: *Cube steak.* The retailer must not sell any cubed steaks which have been cubed in advance of an order. If a customer buys any retail cut of meat and wants it cubed, the retailer may cube that cut of meat for the customer, only if the cubing is done in a manner so that the customer can observe it and no addition is charged the customer for the cubing.

NOTE 3: *Yearling lamb.* The ceiling prices for yearling lamb cuts of the different grades are lower than the above-ceiling prices for lamb. The retailer must not sell retail yearling lamb cuts of choice grade at a higher price than the ceiling price for corresponding retail lamb cut of good grade; he must not sell retail yearling lamb cuts of good grade at a higher price than the ceiling price for the corresponding retail lamb cut of commercial grade; and, he must not sell retail yearling lamb cuts of commercial, utility and cull grades at a higher price than the ceiling price for the corresponding retail lamb cut of utility grade.

(f) *Retail ceiling prices on specially authorized sales to eating places or other retailers, Zone 6.*

[For all stores permitted to make such sales.]

ZONE VI

	Grades				
	AA or choice	A or good	B or commercial	C or utility	D or cutters and canners
BEEF	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
I. Steaks:					
1. Porterhouse	45	42	35	30	26
2. T-bone	45	42	35	30	26
3. Club	45	42	35	30	26
4. Rib—10-inch cut	29	27	26	22	22
5. Rib—7-inch cut	32	30	28	24	24
6. Sirloin	37	35	29	25	21
7. Pin Bone	37	35	29	25	21
8. Sirloin (boneless)	46	44	35	30	26
9. Round (bone-in) (full cut)	37	34	30	26	21
10. Round (boneless) (top and bottom)	38	36	31	26	22
11. Round tip	38	36	31	26	22
12. Chuck blade (bone-in)	26	24	23	20	16
13. Chuck arm (bone-in)	26	24	23	20	16
14. Flank	34	34	34	34	30
II. Roasts:					
1. Rib standing—(chine bone-in, 10-inch cut)	29	27	25	22	18
2. Rib standing—(chine bone-in, 7-inch cut)	32	30	28	24	20
3. Round tip	38	36	31	26	22
4. Rump (bone-in)	24	22	20	17	13
5. Rump (boneless)	38	36	31	26	22
6. Chuck blade pot roast	26	24	23	20	16
7. Chuck arm pot roast	26	24	23	20	16
8. Chuck or shoulder (boneless)	33	31	29	26	22
9. English cut	26	24	23	20	16
III. Stews and other cuts:					
1. Short ribs	17	17	16	16	12
2. Plate (bone-in) (fresh or cured)	17	17	16	16	12
3. Plate (boneless) (fresh or cured)	21	21	20	20	16
4. Brisket (bone-in) (fresh or cured)	22	22	19	19	15
5. Brisket (boneless) (cured) (deckle off)	33	33	29	29	25
6. Flank meat	23	23	23	23	19
7. Neck (bone-in)	22	22	19	19	15
8. Neck (boneless)	28	26	24	22	18
9. Heel o fround (boneless)	27	26	23	19	16
10. Shank (bone-in) (hind & fore)	16	16	16	14	12
11. Shank (boneless) (hind & fore)	22	22	22	22	18
12. Soup bone	3	3	3	3	3
13. Suet	5	5	5	5	5
IV. Ground beef	23	23	23	23	23
V. Retail prices of wholesale cuts:					
1. Round beef—whole	24	22	20	17	13
2. Sirloin beef—whole	29	27	22	19	15
3. Short loin beef—whole	34	32	27	23	19
4. Flank beef—whole	14	14	14	14	10
5. Rib beef—whole	25	24	22	20	16
6. Regular chuck—whole	21	20	19	16	12
7. Short plate—whole	15	15	14	14	10
8. Brisket—whole	17	17	15	15	11
9. Shank—whole	13	13	13	13	9

ZONE VI—Continued

	Grades						
	Lamb				Mutton		
	AA or choice	A or good	B or commercial	C or utility	S or prime, choice and good	M or commercial	R or utility and culls
VEAL	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
VI. Steaks and chops							
1. Loin chops	37	34	30	26			23
2. Rib chops	33	32	29	26			21
3. Shoulder chops (arm or blade)	24	23	20	17			16
4. Round steaks (cutlets)	38	36	32	28			25
5. Sirloin steaks or chops	31	29	25	22			20
VII. Roasts:							
1. Rump and sirloin (bone-in)	28	26	23	20			18
2. Rump and sirloin (boneless)	40	38	33	29			26
3. Leg	28	26	23	20			18
4. Leg—rump off	28	26	23	20			18
5. Leg—shank half	28	26	23	20			18
6. Leg—rump half	28	26	23	20			18
7. Loin	37	34	30	26			23
8. Rib	33	32	29	26			21
9. Blade or arm	24	23	20	17			16
10. Round	38	36	32	28			25
11. Shoulder (bone-in) (square cut)	23	23	21	19			15
12. Shoulder (boneless) (square cut)	29	29	26	24			19
13. Leg or round (boneless)							28
14. Sirloin strip (boneless)							27
15. Tenderloin							27
16. Regular rib roll (boneless)							27
17. Shoulder clod (boneless)							26
18. Veal roll (boned, rolled and tied)							25
VIII. Stews and other cuts:							
1. Breast (bone-in)	17	16	15	14			11
2. Breast (boneless)	24	23	20	17			16
3. Flank meat	24	23	20	18			16
4. Neck (bone-in)	17	16	15	14			11
5. Neck (boneless)	24	23	20	17			16
6. Shank (bone-in) (hind & fore)	17	16	15	14			11
7. Shank and heel meat (hind & fore)	24	23	20	17			16
8. Ground veal & patties	24	24	24	24			24
9. Neck bones							8
IX. Retail prices of wholesale cuts:							
1. Hindquarters	25	24	21	18			16
2. Forequarters	20	20	18	16			13

	Grades						
	Lamb				Mutton		
	AA or choice	A or good	B or commercial	C or utility	S or prime, choice and good	M or commercial	R or utility and culls
LAMB AND MUTTON	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
X. Steaks and chops:							
1. Loin chops	50	47	43	38	27	25	23
2. Rib chops	39	37	34	31	18	15	13
3. Leg or sirloin chops	40	37	35	31	18	16	13
4. Shoulder chops (blade or arm chops)	34	32	30	27	15	13	11
XI. Roasts:							
1. Leg (whole, half, or short cut)	34	32	29	26	18	17	16
2. Sirloin roast (bone-in)	40	37	35	31	18	16	13
3. Yoke, rattle, triangle (bone-in)	22	22	21	20	11	10	8
4. Yoke, rattle, triangle (boneless)	34	33	32	30	16	14	12
5. Chuck or shoulder (square cut) (bone-in)	30	30	30	28	14	12	11
6. Chuck or shoulder (cross cut) (bone-in)	24	23	23	21	11	10	9
7. Loin	50	47	43	38	27	25	23
8. Rib	39	37	34	31	18	15	13
9. Boneless lamb shoulder roll				30			

ZONE VI—Continued

	Grades						
	Lamb				Mutton		
	AA or choice	A or good	B or commercial	C or utility	S or prime, choice and good	M or commercial	R or utility and culls
LAMB AND MUTTON—continued	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
XII. Stews and other cuts:							
1. Breast and flank	16	16	14	13	8	7	6
2. Neck (bone-in)	19	18	17	16	9	8	7
3. Neck (boneless)	27	27	27	27	16	16	16
4. Shank (bone-in)	17	16	15	13	8	7	6
5. Patties (ground meat)	27	27	27	27	16	16	16
6. Neck bones				7			7
XIII. Retail prices of wholesale cuts:							
1. Leg	31	30	28	25	18	17	15
2. Loin	31	28	24	20	15	13	12
3. Hotel rack	34	32	27	23	16	14	12
4. Yoke	20	19	19	18	10	8	7

These ceiling prices apply to stores in all groups located in Zone 6 providing permission has been received in advance authorizing sales to be made to eating places or other retailers.

Zone 6 includes the following area:

Michigan, the following counties of Michigan: Alger, Delta, Schoolcraft, Luce, Mackinac, Chippewa, and Berrien.

Indiana, all counties except Lake, Newton, Benton, and Warren.

Illinois, all that portion of Illinois east and south of and including the counties of Edgar Clark, Cumberland, Jasper, Clay, Marion, Clinton, Washington, and Randolph.

Missouri, the following counties of Missouri: Saint Genevieve, Perry, Bollinger, Cape Girardeau, Stoddard, Scott, New Madrid, Mississippi, Dunklin, and Pemiscot.

Kentucky, all that portion of Kentucky west and north of and including the counties of Carroll, Henry, Shelby, Anderson, Washington, Marion, Larue, Hardin, Grayson, Ohio, Muhlenberg, and Todd.

Tennessee, the following counties of Tennessee: Lake, Obion, Weakley, Henry, Stewart Dyer, Montgomery, Gibson, Crockett, Carroll, Benton, and Houston.

Arkansas, all counties.

Louisiana, all that portion of Louisiana west of the Mississippi River from the northeast point of East Carroll Parish to the northeast point of Pointe Coupee Parish and west of and including the Parishes of Avoyelles, Saint Landry, Saint Martin, and Iberia.

The above prices are subject to the conditions contained in notes 1 to 3, inclusive.

NOTE 1: *Ground meat.* (a) The retailer must not sell any ground meat unless it is ground beef, ground veal or ground lamb as defined in section 20 of the beef, veal, lamb and mutton retail regulation, and he must not sell such ground meat at prices higher than those listed above.

(b) If a customer buys any retail cut of meat and wants it ground, the retailer may grind that cut of meat for the customer, only if the grinding is done in a manner so that the customer can observe it. No addition may be charged the customer for the grinding.

(c) The retailer shall not have in his store or cooler any ground meat except ground beef, ground veal or ground lamb, or meat which has been bought by a customer and ground at the customer's request and which is wrapped and marked with that customer's name.

NOTE 2: *Cube steak.* The retailer must not sell any cubed steaks which have been cubed in advance of an order. If a customer buys any retail cut of meat and wants it cubed, the retailer may cube that cut of meat for the customer, only if the cubing is done in a manner so that the customer can observe it and no addition is charged the customer for the cubing.

NOTE 3: *Yearling lamb.* The ceiling prices for yearling lamb cuts of the different grades are lower than the above ceiling prices for lamb. The retailer must not sell retail yearling lamb cuts of choice grade at a higher price than the ceiling price for corresponding retail lamb cut of good grade; he must not sell retail yearling lamb cuts of good grade at a higher price than the ceiling price for the corresponding retail lamb cut of commercial grade; and, he must not sell retail yearling lamb cuts of commercial, utility and cull grades at a higher price than the ceiling price for the corresponding retail lamb cut of utility grade.

(g) *Retail ceiling prices on specially authorized sales to eating places or other retailers, Zone 7.*

[For all stores permitted to make such sales]

ZONE VII—Continued

	Grades						Grades					
	AA or choice	A or good	B or commercial	C or utility	D or cull		Lamb					Mutton
							AA or choice	A or good	B or commercial	C or utility	B or Prime, Choice and good	M or commercial	R or milk fed and culls
	Cents per pound	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*		*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
VII. Roasts—Continued.													
1. Blade and arm	24	21	20	18	16		51	43	36	26	27	25	23
2. Round	30	25	23	19	17		40	37	32	25	27	24	22
3. Shoulder (bone-in) (square cut)	24	23	21	18	15		40	38	33	25	25	24	22
4. Shoulder (boneless) (square cut)	30	29	27	24	19		34	33	30	23	24	22	20
5. Sirloin strip (boneless)													
6. Rib—7-inch cut													
7. Tenderloin													
8. Regular rib roll (boneless)													
9. Shoulder clod (boneless)													
10. Veal roll (boned, rolled and tied)													
VIII. Stews and other cuts:													
1. Breast (bone-in)	17	15	14	13	11		35	30	25	20	23	21	19
2. Breast (boneless)	26	23	20	18	16		40	33	28	23	25	23	21
3. Flank meat	20	17	15	13	11		40	33	28	23	25	23	21
4. Neck (bone-in)	17	15	13	12	10		34	30	26	20	23	21	19
5. Neck (boneless)	24	21	18	16	14		35	30	25	20	22	20	18
6. Shank (bone-in) (hind and fore)	17	15	13	12	10		30	26	22	17	19	17	16
7. Shank and heel meat (hind and fore)	24	21	18	16	14		40	34	28	22	25	23	21
8. Ground veal and patties	24	21	18	16	14		40	34	28	22	25	23	21
9. Neck bones													
IX. Retail prices of wholesale cuts:													
1. Hindquarters	25	24	21	19	17		17	16	14	12	13	12	11
2. Forequarters	20	20	19	17	14		12	12	11	9	10	9	8

	Grades						Grades					
	AA or choice	A or good	B or commercial	C or utility	D or cull		AA or choice	A or good	B or commercial	C or utility	D or cull	
LAMB AND MUTTON	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*		*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	
X. Steaks and chops:												
1. Loin chops	51	43	36	26	27		46	42	35	25	24	
2. Rib chops	40	37	32	23	22		46	42	35	25	24	
3. Leg or sirloin chops	40	38	33	23	22		33	33	30	23	22	
4. Shoulder chops (blade or arm chops)	34	33	30	23	21		25	23	21	18	16	
XI. Roasts:												
1. Leg (whole, half or short cut)	35	30	28	23	21		39	37	32	25	26	
2. Sirloin roast (bone-in)	40	38	33	23	22		34	32	28	23	23	
3. Sirloin roast (boneless)	50	43	36	26	27		39	37	32	25	26	
4. Yoke, rattle, triangle, (boneless)	35	34	28	20	21		30	28	24	18	19	
5. Chuck or shoulder (square cut) (bone-in)	30	30	26	20	19		32	30	26	20	21	
6. Chuck or shoulder (cross cut) (bone-in)	24	24	20	16	15		30	28	24	18	19	
7. Loin	51	49	35	25	24		40	37	31	23	24	
8. Rib	40	37	31	23	22							
9. Boneless lamb shoulder roll	40	37	31	23	22							
XII. Stews and other cuts:												
1. Neck and fat	17	16	15	13	12		18	17	15	13	12	
2. Neck (bone-in)	20	19	17	15	13		18	17	15	13	12	
3. Neck (boneless)	26	25	23	19	17		23	22	20	17	16	
4. Shank (bone-in)	17	16	14	12	11		18	17	15	13	12	
5. Patties (ground meat)	28	26	24	20	18		23	22	20	17	16	
6. Neck bones												
XIII. Retail prices of wholesale cuts:												
1. Leg	31	30	26	20	19		23	22	20	17	16	
2. Loin	32	28	25	20	19		23	22	20	17	16	
3. Hotel rack	33	32	28	23	22		23	22	20	17	16	
4. Yoke	20	20	19	15	14		14	13	12	10	9	

	Grades						Grades					
	AA or choice	A or good	B or commercial	C or utility	D or cull		AA or choice	A or good	B or commercial	C or utility	D or cull	
BEEF	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*		*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	
I. Steaks:												
1. Porterhouse	46	42	35	31	27		38	33	30	27	24	
2. T-bone	46	42	35	31	27		33	33	30	27	22	
3. Club	46	42	35	31	27		25	23	21	18	16	
4. Rib—10-inch cut	30	28	25	21	19		39	37	33	29	26	
5. Rib—7-inch cut	32	30	26	23	21		32	30	26	23	21	
6. Sirloin	38	36	30	25	21							
7. Pin bone	38	36	30	25	21							
8. Sirloin (boneless)	47	45	36	31	27							
9. Round (bone-in) (full cut)	37	35	31	26	22							
10. Round (boneless) (top & bottom)	39	37	32	27	23							
11. Round tip	39	37	32	27	23							
12. Chuck blade (bone-in)	27	25	24	21	17							
13. Chuck arm (bone-in)	27	25	24	21	17							
14. Flank	35	35	35	35	31							
II. Roasts:												
1. Rib standing—(chine bone-in, 10-inch cut)	30	28	26	23	19							
2. Rib standing—(chine bone-in, 7-inch cut)	32	31	28	25	21							
3. Round tip	39	37	32	27	23							
4. Rump (bone-in)	25	23	21	18	14							
5. Rump (boneless)	39	37	32	27	23							
6. Chuck blade pot roast	27	25	24	21	17							
7. Chuck arm pot roast	27	25	24	21	17							
8. Chuck or shoulder (boneless)	34	32	30	27	22							
9. English cut	27	25	24	21	17							
III. Stews and other cuts:												
1. Short ribs	18	18	17	17	13							
2. Plate (bone-in) (fresh or cured)	18	18	17	17	13							
3. Plate (boneless) (fresh or cured)	22	22	21	21	17							
4. Brisket (bone-in) ((fresh or cured)	23	23	20	20	16							
5. Brisket (boneless) (cured) (deckle off)	34	34	30	30	26							
6. Flank meat	24	24	24	24	20							
7. Neck (bone-in)	23	23	20	20	16							
8. Neck (boneless)	29	27	26	22	18							
9. Heel of round (boneless)	28	27	24	20	16							
10. Shank (bone-in) (hind and fore)	17	17	17	17	13							
11. Shank (boneless) (hind and fore)	23	23	22	23	19							
12. Soup bone	3	3	3	3	3							
13. Suet	5	5	5	5	5							
IV. Ground beef	24	24	24	24	24							
V. Retail prices of wholesale cuts:												
1. Round beef—whole	24	23	20	18	14							
2. Sirloin beef—whole	29	28	23	20	16							
3. Short loin beef—whole	35	33	27	24	20							
4. Flank beef—whole	14	14	14	13	10							
5. Rib beef—whole	26	26	23	20	16							
6. Regular chuck—whole	22	20	19	17	13							
7. Short plate—whole	15	15	15	15	11							
8. Brisket—whole	18	18	16	16	12							
9. Shank—whole	13	13	13	13	9							

	Grades						Grades					
	AA or choice	A or good	B or commercial	C or utility	D or cull		AA or choice	A or good	B or commercial	C or utility	D or cull	
VEAL	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*		*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	
VI. Steaks and chops:												
1. Loin chops	38	35	31	27	24		46	42	36	26	27	
2. Rib chops	33	33	30	27	22		46	42	36	26	27	
3. Shoulder chops (arm or blade)	25	23	21	18	16		46	42	36	26	27	
4. Round steak (cutlets)	39	37	33	29	26		30	28	26	23	19	
5. Sirloin steaks or chops	32	30	26	23	21		32	31	28	25	21	
VII. Roasts:												
1. Rump and sirloin (bone-in)	29	27	24	21	19		38	36	30	25	21	
2. Rump and sirloin (boneless)	41	39	34	30	27		38	36	30	25	21	
3. Leg	29	27	24	21	19		47	45	36	31	27	
4. Leg—Rump off	29	27	24	21	19		37	35	31	26	22	
5. Leg—Shank half	29	27	24	21	19		39	37	32	27	23	
6. Leg—Rump half	38	35	31	27	24		39	37	32	27	23	
7. Loin	33	33	30	27	22		27	25	24	21	17	
8. Rib	25	23	21	18	16		27	25	24	21	17	
9. Blade and arm	39	37	33	29	26		27	25	24	21	17	
10. Round	24	23	22	20	16		27	25	24	21	17	
11. Shoulder (bone-in) (square cut)	30	29	27	25	20		34	32	30	27	22	
12. Shoulder (boneless) (square cut)					29		27	25	24	21	17	
13. Leg or round (boneless)					28							
14. Sirloin strip (boneless)					29							
15. Tenderloin					28							
16. Regular rib roll (boneless)					27							
17. Shoulder clod (boneless)					26							
18. Veal roll (boned, rolled and tied)												
VIII. Stews and other cuts:												
1. Breast (bone-in)	18	17	16	15	12							
2. Breast (boneless)	25	23	21	18	16							
3. Flank meat	25	24	21	19	17							
4. Neck (bone-in)	18	17	16	15	12							
5. Neck (boneless)	25	23	21	18	16							
6. Shank (bone-in) (hind and fore)	18	17	16	15	12							
7. Shank and heel meat (hind and fore)	25	23	21	18	16							
8. Ground veal and patties	25	25	25	25	25							
9. Neck bones					9							
IX. Retail prices of wholesale cuts:												
1. Hindquarters	26	24	21	19	17							
2. Forequarters	21	20	19	17	14							

These ceiling prices apply to stores in all groups located in Zone 7 providing permission has been received in advance authorizing sales to be made to eating places or other retailers.

Zone 7 includes the following area:

Michigan, the lower peninsula of Michigan except Berrien County, but including the islands of Michigan lying in Lake Michigan and Lake Huron.

Ohio, all counties.

The county of Chautauqua in New York.

Pennsylvania, all that portion of Pennsylvania west of and including the counties of Warren, Forest, Clarion, Armstrong, Westmoreland, and Fayette.

West Virginia, all that portion of West Virginia west of and including the counties of Hancock, Brooke, Ohio, Marshall, Wetzel, Doddridge, Gilmer, Calhoun, Roane, Kanawha, Boone, Logan, and Mingo.

Kentucky, all that portion of Kentucky east of and including the counties of Boone, Gallatin, Owen, Franklin, Woodford, Mercer, Boyle, Casey, Taylor, Green, Hart, Edmonson, Butler, and Logan.

Tennessee, all that portion of Tennessee west of and including the counties of Campbell, Scott, Fentress, Overton, Putnam, White, Warren, Grundy, and Marion; but excluding the counties of Lake, Obion, Weakley, Henry, Stewart, Montgomery, Dyer, Gibson, Crockett, Carroll, Benton, and Houston.

Alabama, all that portion of Alabama north and west of and including the counties of Jackson, Madison, Morgan, Cullman, Walker, Fayette, and Lamar.

Mississippi, all that portion of Mississippi north of and including the counties of Lowndes, Oktibbeha, Choctaw, Attala, Madison, Yazoo, and Issaquena.

The above prices are subject to the conditions contained in notes 1 to 3, inclusive.

NOTE 1: *Ground meat.* (a) The retailer must not sell any ground meat unless it is ground beef, ground veal or ground lamb as defined in section 20 of the beef, veal, lamb and mutton retail regulation, and he must not sell such ground meat at prices higher than those listed above.

(b) If a customer buys any retail cut of meat and wants it ground, the retailer may grind that cut of meat for the customer, only if the grinding is done in a manner so that the customer can observe it. No addition may be charged the customer for the grinding.

(c) The retailer shall not have in his store or cooler any ground meat except ground beef, ground veal or ground lamb, or meat which has been bought by a customer and ground at the customer's request and which is wrapped and marked with that customer's name.

NOTE 2: *Cube steak.* The retailer must not sell any cubed steaks which have been cubed in advance of an order. If a customer buys any retail cut of meat and wants it cubed, the retailer may cube that cut of meat for the customer, only if the cubing is done in a manner so that the customer can observe it and no addition is charged the customer for the cubing.

NOTE 3: *Yearling lamb.* The ceiling prices for yearling lamb cuts of the different grades are lower than the above ceiling prices for lamb. The retailer must not sell retail yearling lamb cuts of choice grade at a higher price than the ceiling price for corresponding retail lamb cut of good grade; he must not sell retail yearling lamb cuts of good grade at a higher price than the ceiling price for the corresponding retail lamb cut of commercial grade; and, he must not sell retail yearling lamb cuts of commercial, utility and cull grades at a higher price than the ceiling price for the corresponding retail lamb cut of utility grade.

(h) *Retail ceiling prices on specially authorized sales to eating places or other retailers, Zone 8—North.*

[For all stores permitted to make such sales]

ZONE VIII (NORTH)

	Grades				
	AA or choice	A or good	B or commercial	C or utility	D or cutters and canners
BEEF	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
I. Steaks:					
1. Porterhouse	46	43	36	31	27
2. T-bone	46	43	36	31	27
3. Club	46	43	36	31	27
4. Rib—10-inch cut	30	28	26	23	19
5. Rib—7-inch cut	32	31	28	25	21
6. Sirloin	38	36	30	25	21
7. Pin bone	38	36	30	25	21
8. Sirloin (boneless)	47	45	36	31	27
9. Round (bone-in) (full cut)	37	35	31	26	22
10. Round (boneless) (top & bottom)	39	37	32	27	23
11. Round tip	39	37	32	27	23
12. Chuck blade (bone-in)	27	25	24	21	17
13. Chuck arm (bone-in)	27	25	24	21	17
14. Flank	35	35	35	35	31
II. Roasts:					
1. Rib standing—(chine bone-in, 10-inch cut)	30	28	26	23	19
2. Rib standing—(chine bone-in, 7-inch cut)	32	31	28	25	21
3. Round tip	39	37	32	27	23
4. Rump (bone-in)	25	23	21	18	14
5. Rump (boneless)	39	37	32	27	23
6. Chuck blade pot roast	27	25	24	21	17
7. Chuck arm pot roast	27	25	24	21	17
8. Chuck or shoulder (boneless)	34	32	30	27	22
9. English cut	27	25	24	21	17
III. Stews and other cuts:					
1. Short ribs	18	18	17	17	13
2. Plate (bone-in) (fresh or cured)	18	18	17	17	13
3. Plate (boneless) (fresh or cured)	22	22	21	21	17
4. Brisket (bone-in) ((fresh or cured)	23	23	20	20	16
5. Brisket (boneless) (cured) (deckle off)	34	34	30	30	26
6. Flank meat	24	24	24	24	20
7. Neck (bone-in)	23	23	20	20	16
8. Neck (boneless)	29	27	26	22	18
9. Heel of round (boneless)	28	27	24	20	16
10. Shank (bone-in) (hind and fore)	17	17	17	17	13
11. Shank (boneless) (hind and fore)	23	23	22	23	19
12. Soup bone	3	3	3	3	3
13. Suet	5	5	5	5	5
IV. Ground beef	24	24	24	24	24
V. Retail prices of wholesale cuts:					
1. Round beef—whole	24	23	20	18	14
2. Sirloin beef—whole	29	28	23	20	16
3. Short loin beef—whole	35	33	27	24	20
4. Flank beef—whole	14	14	14	13	10
5. Rib beef—whole	26	26	23	20	16
6. Regular chuck—whole	22	20	19	17	13
7. Short plate—whole	15	15	15	15	11
8. Brisket—whole	18	18	16	16	12
9. Shank—whole	13	13	13	13	9

	Grades				
	AA or choice	A or good	B or commercial	C or utility	D or cull
VEAL	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
VI. Steaks and chops:					
1. Loin chops	38	33	31	27	24
2. Rib chops	33	33	30	27	22
3. Shoulder chops (arm or blade)	25	23	21	18	16
4. Round steak (cutlets)	39	37	33	29	26
5. Sirloin steaks or chops	32	30	26	23	21
VII. Roasts:					
1. Rump and sirloin (bone-in)	29	27	24	21	19
2. Rump and sirloin (boneless)	41	39	34	30	27
3. Leg	29	27	24	21	19
4. Leg—Rump off	29	27	24	21	19
5. Leg—Shank half	29	27	24	21	19
6. Leg—Rump half	38	35	31	27	24
7. Loin	33	33	30	27	22
8. Rib	25	23	21	18	16
9. Blade and arm	39	37	33	29	26
10. Round	24	23	22	20	16
11. Shoulder (bone-in) (square cut)	30	29	27	25	20
12. Shoulder (boneless) (square cut)					29
13. Leg or round (boneless)					28
14. Sirloin strip (boneless)					29
15. Tenderloin					28
16. Regular rib roll (boneless)					27
17. Shoulder clod (boneless)					26
18. Veal roll (boned, rolled and tied)					
VIII. Stews and other cuts:					
1. Breast (bone-in)	18	17	16	15	12
2. Breast (boneless)	25	23	21	18	16
3. Flank meat	25	24	21	19	17
4. Neck (bone-in)	18	17	16	15	12
5. Neck (boneless)	25	23	21	18	16
6. Shank (bone-in) (hind and fore)	18	17	16	15	12
7. Shank and heel meat (hind and fore)	25	23	21	18	16
8. Ground veal and patties	25	25	25	25	25
9. Neck bones					9
IX. Retail prices of wholesale cuts:					
1. Hindquarters	26	24	21	19	17
2. Forequarters	21	20	19	17	14

ZONE VIII (South)

BEEF	Grades: AA or choice	A or good	B or commercial	C or utility	D or cutters and canners
	Cents per pound	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
I. Steaks:					
1. Porterhouse	45	43	36	31	27
2. Sirloin	46	44	36	31	27
3. Club	43	43	36	31	27
4. Rib—10-inch cut	39	38	32	28	24
5. Rib—7-inch cut	41	39	33	28	24
6. Sirloin	39	38	32	28	24
7. Round	38	36	31	27	23
8. Sirloin (boneless)	47	45	36	31	27
9. Round 1 (bone-in) (full cut)	39	37	32	27	23
10. Round (boneless) (top and bottom)	39	37	32	27	23
11. Round tip	37	35	30	26	22
12. Chuck blade (bone-in)	35	34	28	24	20
13. Chuck arm (bone-in)	35	34	28	24	20
14. Flank	35	34	28	24	20
II. Roasts:					
1. Rib standing (chine bone-in, 10-inch cut)	39	37	32	27	23
2. Rib standing (chine bone-in, 7-inch cut)	43	41	36	31	27
3. Round tip	39	37	32	27	23
4. Rump (bone-in)	35	33	28	24	20
5. Rump (boneless)	39	37	32	27	23
6. Chuck blade pot roast	37	35	30	25	21
7. Chuck arm pot roast	37	35	30	25	21
8. Chuck or shoulder (boneless)	37	35	30	25	21
9. Kidney suet	5	5	5	5	5
III. Stews and other cuts:					
1. Short ribs	18	18	17	17	17
2. Plate (bone-in) (fresh or cured)	18	18	17	17	17
3. Plate (boneless) (fresh or cured)	23	23	21	21	21
4. Brisket (boneless) (fresh or cured)	34	34	30	30	30
5. Brisket (boneless) (cured) (deckle off)	34	34	30	30	30
6. Flank meat	25	24	24	24	24
7. Neck (bone-in)	25	25	24	24	24
8. Neck (boneless)	27	27	24	24	24
9. Shank (bone-in) (hind and fore)	23	23	17	17	17
10. Shank (boneless) (hind and fore)	3	3	3	3	3
11. Beef bone	5	5	5	5	5
12. Boneless beef	24	24	24	24	24
IV. Ground beef of wholesale cuts:					
V. Retail prices of wholesale cuts:					
1. Round beef—whole	29	28	23	20	18
2. Sirloin beef—whole	35	34	27	24	20
3. Short loin beef—whole	34	34	26	24	20
4. Flank beef—whole	26	25	20	17	15
5. Rib beef—whole	22	20	18	15	13
6. Regular chuck—whole	19	18	15	13	11
7. Short plate—whole	15	13	12	10	9
8. Brisket—whole	18	18	15	13	11
9. Shank—whole	13	13	11	9	8

LAMB AND MUTTON	Grades: Lamb AA or choice	Lamb A or good	Lamb B or commercial	Lamb C or utility	Mutton S or prime, choice and good	Mutton M or commercial	Mutton R or utility and culls
	Cents per pound	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
X. Steaks and chops:							
1. Loin chops	52	49	44	30	26	26	24
2. Rib chops	41	38	36	32	19	17	14
3. Leg or sirloin chops	41	39	36	33	19	17	15
4. Shoulder chops (blade or arm chops)	35	33	31	28	17	15	13
XI. Roasts:							
1. Leg (whole, half or short cut)	35	33	31	27	20	18	17
2. Sirloin roast (bone-in)	41	39	36	33	22	19	15
3. Yoke, rattle, triangle, (bone-in)	24	22	22	21	12	11	10
4. Yoke, rattle, triangle, (boneless)	35	34	33	31	21	17	13
5. Chuck or shoulder (square cut) (bone-in)	31	31	31	28	16	14	12
6. Chuck or shoulder (cross cut) (bone-in)	26	26	24	22	16	11	10
7. Loin	52	49	44	39	24	26	24
8. Rib	41	38	36	32	20	17	14
9. Boneless lamb shoulder roll	35	31	31	31	31		
XII. Stews and other cuts:							
1. Breast and flank	18	17	16	14	9	8	7
2. Neck (bone-in)	21	20	18	16	11	9	8
3. Neck (boneless)	28	28	25	23	19	17	17
4. Shank (bone-in)	18	17	17	17	9	8	7
5. Patties (ground meat)	28	28	18	20	18	18	8
6. Neck bones							
XIII. Retail prices of wholesale cuts:							
1. Leg	32	31	29	26	19	17	16
2. Loin	32	32	28	21	16	14	12
3. Hotel rack	35	33	33	24	24	15	13
4. Yoke	21	21	20	18	18	10	8

NOTE 3: *Yearling lamb.* The ceiling prices for yearling lamb cuts of the different grades are lower than the above ceiling prices for lamb. The retailer must not sell retail yearling lamb cuts of choice grade at a higher price than the ceiling price for the corresponding retail lamb cut of good grade; he must not sell retail yearling lamb cuts of good grade at a higher price than the ceiling price for the corresponding retail lamb cut of commercial grade; and, he must not sell retail yearling lamb cuts of commercial, utility and cull grades at a higher price than the ceiling price for the corresponding retail lamb cut of utility grade.

(j) *Retail ceiling prices on specially authorized sales to eating places or other retailers, Zone 8—South.*

[For all stores permitted to make such sales]

These ceiling prices apply to stores in all groups located in Zone 8—North providing permission has been received in advance authorizing sales to be made to eating places or other retailers.

Zone 8—North includes the following area:

New York, all that portion of New York west of, and including the counties of Oswego, Oneida, Madison, Chenango, and Broome; but excluding the county of Chautauqua.

Pennsylvania, the following counties of Pennsylvania: McKean, Potter, Elk, Cameron, Clinton, Jefferson, Clearfield, Center, Indiana, Cambria, Blair, Huntingdon, Somerset, Bedford, and Fulton.

Maryland, the following counties of Maryland: Garrett and Allegany.

The above prices are subject to the conditions contained in notes 1 to 3, inclusive.

NOTE 1: *Ground meat.* (a) The retailer must not sell any ground meat unless it is ground beef, ground veal or ground lamb as defined in section 20 of the beef, veal, lamb and mutton retail regulations, and he must not sell such ground meat at prices higher than those listed above.

(b) If a customer buys any retail cut of meat and wants it ground, the retailer may grind that cut of meat for the customer, only if the grinding is done in a manner so that the customer can observe it. No addition may be charged the customer for the grinding.

(c) The retailer shall not have in his store or cooler any ground meat except ground beef, ground veal or ground lamb, or meat which has been bought by a customer and ground at the customer's request and which is wrapped and marked with that customer's name.

NOTE 2: *Cube steak.* The retailer must not sell any cubed steaks which have been cubed in advance of an order. If a customer buys any retail cut of meat and wants it cubed, the retailer may cube that cut of meat for the customer, only if the cubing is done in a manner so that the customer can observe it and no addition is charged the customer for the cubing.

ZONE VIII. (South)—Continued

VEAL	Grades: AA or choice	A or good	B or commercial	C or utility	D or cull
	Cents per pound	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
VI. Steaks and chops:					
1. Loin chops	38	35	31	27	24
2. Rib chops	33	33	30	27	22
3. Shoulder chops (arm or blade)	25	23	21	18	16
4. Round steak (outlets)	39	37	33	29	26
5. Sirloin steaks or chops	32	30	26	23	21
VII. Roasts:					
1. Rump and sirloin (bone-in)	29	27	24	21	19
2. Rump and sirloin (boneless)	41	39	34	30	27
3. Leg	29	27	24	21	19
4. Leg—rump off	29	27	24	21	19
5. Leg—shank half	29	27	24	21	19
6. Leg—rump half	29	27	24	21	19
7. Loin	38	35	31	27	24
8. Rib	33	33	30	27	22
9. Blade and arm	25	23	21	18	16
10. Round	39	37	33	29	26
11. Shoulder (bone-in) (square cut)	24	23	22	20	18
12. Shoulder (boneless) (square cut)	30	29	27	26	20
13. Leg or round (boneless)					29
14. Sirloin strip (boneless)					28
15. Tenderloin					28
16. Regular rib roll (boneless)					28
17. Shoulder clod (boneless)					27
18. Veal roll (boned, rolled & tied)					26
VIII. Stews and other cuts:					
1. Breast (bone-in)	18	17	16	15	12
2. Breast (boneless)	25	26	21	18	16
3. Flank meat	25	24	21	19	17
4. Neck (bone-in)	18	17	16	15	12
5. Neck (boneless)	26	23	21	18	16
6. Shank (bone-in) (hind & fore)	18	17	16	15	12
7. Shank and heel meat (hind & fore)	25	23	21	18	16
8. Ground veal & patties	25	25	25	25	25
9. Neck bones					9
IX. Retail prices of wholesale cuts:					
1. Hindquarters	26	24	21	19	17
2. Forequarters	21	20	19	17	14

These ceiling prices apply to stores in all groups located in Zone 8–South, providing permission has been received in advance authorizing sales to be made to eating places or other retailers.

Zone 8–South includes the following area:

West Virginia, all that portion of West Virginia east of and including the counties of Monogalia, Marton, Harrison, Lewis, Braxton, Clay, Nicholas, Fayette, Raleigh, Wyoming, and McDowell; but excluding the counties of Berkeley and Jefferson.

Virginia, all that portion of Virginia west of and including the counties of Highland, Bath, Alleghany, Craig, Montgomery, Floyd, and Carroll.

Tennessee, all that portion of Tennessee east of and including the counties of Claiborne, Union, Anderson, Morgan, Cumberland, Bledsoe, Van Buren, Sequatchie, and Hamilton.

North Carolina, all that portion of North Carolina west and southwest of and including the counties of Alleghany, Wilkes, Alexander, Caldwell, Burke, and Cleveland.

South Carolina, all that portion of South Carolina west and northwest of and including the counties of Cherokee, Union, Newberry, Saluda, and Edgefield.

Georgia, all that portion of Georgia west and northwest of and including the counties of Columbia, McDuffie, Warren, Glascock, Washington, Johnson, Laurens, Dodge, Wilcox, Ben Hill, Irwin, Tift, Colquitt, and Thomas.

Alabama, all that portion of Alabama south of and including the counties of De Kalb, Marshall, Blount, Jefferson, Tuscaloosa, and Pickens.

Mississippi, all that portion of Mississippi south of and including the counties of Noxubee, Winston, Leake, Scott, Rankin, Hinds, and Warren.

Louisiana, all that portion of Louisiana east of and including the parishes of West Feliciana, Pointe Coupee, Iberville, Assumption, and Saint Mary.

Florida, all that port of Florida west of and including the counties of Leon and Wakulla.

The above prices are subject to the conditions contained in notes 1 to 3, inclusive.

NOTE 1: *Ground Meat.* (a) The retailer must not sell any ground meat unless it is ground beef, ground veal, or ground lamb as defined in section 20 of the beef, veal, lamb and mutton retail regulation, and he must not sell such ground meat at prices higher than those listed above.

(b) If a customer buys any retail cut of meat and wants it ground, the retailer may grind that cut of meat for the customer, only if the grinding is done in a manner so that the customer can observe it. No addition may be charged the customer for the grinding.

(c) The retailer shall not have in his store or cooler any ground meat except ground beef, ground veal or ground lamb, or meat which has been bought by a customer and ground at the customer's request and which is wrapped and marked with that customer's name.

NOTE 2: *Cube steak.* The retailer must not sell any cubed steaks which have been cubed in advance of an order. If a customer buys any retail cut of meat and wants it cubed, the retailer may cube that cut of meat for the customer, only if the cubing is done in a manner so that the customer can observe it and no addition is charged the customer for the cubing.

NOTE 3: *Yearling lamb.* The ceiling prices for yearling lamb cuts of the different grades are lower than the above ceiling prices for lamb. The retailer must not sell retail yearling lamb cuts of choice grade at a higher price than the ceiling price for the corresponding retail lamb cut of good grade; he must not sell retail yearling lamb cuts of good grade at a higher price than the ceiling price for the corresponding retail lamb cut of commercial grade; and, he must not sell retail yearling lamb cuts of commercial, utility and cull grades at a higher price than the ceiling price for the corresponding retail lamb cut of utility grade.

(j) *Retail ceiling prices on specially authorized sales to eating places or other retailers, Zone 9—North.*

[For all stores permitted to make such sales]

ZONE IX (NORTH)—Continued

BEEF	Grades: AA or choice	A or good	B or commercial	C or utility	D or cull
	Cents per pound	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
I. Steaks:					
1. Porterhouse	46	43	36	32	28
2. T-bone	46	43	36	32	28
3. Club	46	43	36	32	28
4. Rib—10-inch cut	30	28	26	23	19
5. Rib—7-inch cut	33	31	29	25	23
6. Sirloin	38	37	30	26	22
7. Pin bone	38	37	30	26	22
8. Sirloin (boneless)	47	45	37	32	28
9. Round (bone-in) (full cut)	28	26	32	27	23
10. Round (boneless) (top and bottom)	40	37	33	28	24
11. Round tip	40	37	33	28	24
12. Chuck blade (bone-in)	27	26	24	22	18
13. Chuck arm (bone-in)	27	26	24	22	18
14. Flank	35	35	35	35	31
II. Roasts:					
1. Rib standing—(chine bone-in, 10-inch cut)	30	28	26	23	19
2. Rib standing—(chine bone-in, 7 inch cut)	33	31	29	25	21
3. Round tip	40	37	33	28	24
4. Rump (bone-in)	25	24	21	18	14
5. Rump (boneless)	40	37	33	28	24
6. Chuck blade pot roast	27	26	24	22	18
7. Chuck arm pot roast	27	26	24	22	18
8. Chuck or shoulder (boneless)	35	33	31	27	23
9. English cut	27	26	24	22	18
III. Stews and other cuts:					
1. Short ribs	18	18	17	17	13
2. Plate (bone-in) (fresh or cured)	19	19	17	17	13
3. Plate (boneless) (fresh or cured)	23	23	21	21	17
4. Brisket (bone-in) (fresh or cured)	23	23	20	20	16
5. Brisket (boneless) (cured) (deckle off)	35	35	31	31	27
6. Flank meat	25	25	25	25	21
7. Neck (bone-in)	23	23	20	20	16
8. Neck (boneless)	29	27	26	23	19
9. Heel of round (boneless)	29	27	24	20	16
10. Shank (bone-in) (hind and fore)	17	17	17	17	13
11. Shank (boneless) (hind and fore)	24	24	24	24	20
12. Soup bone	3	3	3	3	3
13. Suet	5	5	5	5	5
IV. Ground beef	25	25	25	25	25
V. Retail prices of wholesale cuts:					
1. Round beef—whole	24	23	21	18	14
2. Sirloin beef—whole	29	28	23	20	16
3. Short loin beef—whole	35	33	28	24	20
4. Flank beef—whole	15	15	15	15	11
5. Rib beef—whole	26	25	23	20	16
6. Regular chuck—whole	22	21	19	17	13
7. Short plate—whole	16	16	15	15	11
8. Brisket—whole	18	18	16	16	10
9. Shank—whole	14	14	14	14	10

VEAL	Grades: AA or choice	A or good	B or commercial	C or utility	D or cull
	Cents per pound	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
VI. Steaks and chops:					
1. Loin chops	38	36	32	27	24
2. Rib chops	34	33	30	28	22
3. Shoulder chops (arm or blade)	25	24	21	19	17
4. Round steaks (cutlets)	40	37	33	29	26
5. Sirloin steaks or chops	32	31	27	24	22
VII. Roasts:					
1. Rump and sirloin (bone-in)	30	28	25	22	20
2. Rump and sirloin (boneless)	42	39	35	30	27
3. Leg	30	28	25	22	20
4. Leg—rump off	30	28	25	22	20
5. Leg—shank half	30	28	25	22	20
6. Leg—rump half	30	28	25	22	20
7. Loin	38	36	32	27	24
8. Rib	34	33	30	28	22
9. Blade and arm	25	24	21	19	17
10. Round	40	37	33	29	26
11. Shoulder (bone-in) (square cut)	24	24	22	20	16
12. Shoulder (boneless) (square cut)	31	30	27	25	20
13. Leg or round (boneless)					29
14. Sirloin strip (boneless)					29
15. Tenderloin					29
16. Regular rib roll (boneless)					28
17. Shoulder clod (boneless)					28
18. Veal roll (boned, rolled and tied)					27
VIII. Stews and other cuts:					
1. Breast (bone-in)	18	18	16	15	12
2. Breast (boneless)	25	24	21	19	17
3. Flank meat	26	24	22	19	17
4. Neck (bone-in)	18	18	16	15	12
5. Neck (boneless)	25	24	21	19	17
6. Shank (bone-in) (hind and fore)	18	18	16	15	12
7. Shank and heel meat (hind and fore)	25	24	21	19	17
8. Ground veal and patties	26	26	26	26	26
9. Neck bones					9
IX. Retail prices of wholesale cuts:					
1. Hindquarters	26	24	22	19	17
2. Forequarters	21	20	19	17	14

LAMB AND MUTTON	Grades: AA or choice	A or good	B or commercial	C or utility	M or commercial	B or utility and culls
	Cents per pound	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
X. Shanks and chops:						
1. Loin chops	53	49	43	40	27	25
2. Rib chops	41	39	35	33	18	16
3. Leg or sirloin chops	43	39	37	34	18	16
4. Shoulder chops (blade or arm chops)	36	34	28	26	16	14
XI. Roasts:						
1. Leg (whole, half, or short cut)	36	34	31	28	18	16
2. Sirloin roast (bone-in)	35	33	29	27	17	15
3. Rib roast (bone-in)	34	32	28	26	17	15
4. Yoke, rattle, triangle, (boneless)	35	33	29	27	17	15
5. Chuck or shoulder (square cut) (bone-in)	32	30	27	25	16	14
6. Chuck or shoulder (cross cut) (bone-in)	32	30	26	24	16	14
7. Loin (bone-in)	41	39	36	33	18	16
8. Rib	41	39	36	33	18	16
9. Boneless lamb shoulder roll	38	36	33	30	18	16
XII. Stews and other cuts:						
1. Breast (bone-in)	21	20	18	16	9	8
2. Neck (bone-in)	21	20	18	16	10	9
3. Neck (boneless)	25	24	22	19	10	9
4. Shank (bone-in)	20	20	20	20	10	9
5. Patties (ground meat)	30	30	30	30	10	9
6. Neck bones						9
XIII. Retail prices of wholesale cuts:						
1. Leg	33	32	29	27	18	17
2. Loin	33	31	29	27	15	14
3. Rib or neck	31	30	28	24	15	13
4. Yoke	21	21	20	19	10	10

These ceiling prices apply to stores in all groups located in Zone 9—North, providing permission has been received in advance authorizing sales to be made to eating places or other retailers.

Zone 9—North includes the following area:

New York, all that portion of New York east of and including the counties of St. Lawrence, Jefferson, Lewis and Herkimer, and east and southeast of and including the counties of Otsego, Delaware, Sullivan, Orange, Rockland, Westchester, New York, Bronx, Kings, and Richmond.

Pennsylvania, all that portion of Pennsylvania east of and including the counties of Tioga, Lycoming, Union, Mifflin, Juniata, Perry and Franklin.

Maryland, all that portion of Maryland east and southeast of and including the counties of Washington, Frederick, Montgomery, Prince Georges, Charles, and Saint Marys.

The District of Columbia.

Maine, all counties.

New Hampshire, all counties.

Vermont, all counties.

Massachusetts, all counties.

Connecticut, all counties.

Rhode Island, all counties.

New Jersey, all counties.

Delaware, all counties.

The above prices are subject to the conditions contained in notes 1 to 3, inclusive.

NOTE 1: *Ground meat.* (a) The retailer must not sell any ground meat unless it is ground beef, ground veal, or ground lamb as defined in section 20 of the beef, veal, lamb and mutton retail regulation, and he must not sell such ground meat at prices higher than those listed above.

(b) If a customer buys any retail cut of meat and wants it ground, the retailer may grind that cut of meat for the customer, only if the grinding is done in a manner so that the customer can observe it. No addition may be charged the customer for the grinding.

(c) The retailer shall not have in his store or cooler any ground meat except ground beef, ground veal or ground lamb, or meat which has been bought by a customer and ground at the customer's request and which is wrapped and marked with that customer's name.

NOTE 2: *Cube steak.* The retailer must not sell any cubed steaks which have been cubed in advance of an order. If a customer buys any retail cut of meat and wants it cubed, the retailer may cube that cut of meat for the customer, only if the cubing is done in a manner so that the customer can observe it and no addition is charged the customer for the cubing.

NOTE 3: *Yearling lamb.* The ceiling prices for yearling lamb cuts of the different grades are lower than the above ceiling prices for lamb. The retailer must not sell retail yearling lamb cuts of choice grade at a higher price than the ceiling price for the corresponding retail lamb cut of good grade; he must not sell retail yearling lamb cuts of good grade at a higher price than the ceiling price for the corresponding retail lamb cut of commercial grade; and, he must not sell retail yearling lamb cuts of commercial, utility and cull grades at a higher price than the ceiling price for the corresponding retail lamb cut of utility grade.

(k) *Retail ceiling prices on specially authorized sales to eating places or other retailers, Zone 9—South.*

[For all stores permitted to make such sales]

ZONE IX (SOUTH)

BEEF	AA or choice	A or good	B or commercial	C or utility	D or cutters and canners
	Cents per pound	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
I. Steaks:					
1. Porterhouse	46	43	36	32	28
2. T-bone	46	43	36	32	28
3. Club	46	43	36	32	28
4. Rib—10-inch cut	30	28	26	23	19
5. Rib—7-inch cut	33	31	29	25	23
6. Sirloin	38	37	30	26	22
7. Pin bone	38	37	30	26	22
8. Sirloin (boneless)	47	45	37	32	28
9. Round (bone-in) (full cut)	28	26	32	27	23
10. Round (boneless) (top and bottom)	40	37	33	28	24
11. Round tip	40	37	33	28	24
12. Chuck blade (bone-in)	27	26	24	22	18
13. Chuck arm (bone-in)	27	26	24	22	18
14. Flank	35	35	35	35	31
II. Roasts:					
1. Rib standing—(chine bone-in, 10-inch cut)	30	28	26	23	19
2. Rib standing—(chine bone-in, 7 inch cut)	33	31	29	25	21
3. Round tip	40	37	33	28	24
4. Rump (bone-in)	25	24	21	18	14
5. Rump (boneless)	40	37	33	28	24
6. Chuck blade pot roast	27	26	24	22	18
7. Chuck arm pot roast	27	26	24	22	18
8. Chuck or shoulder (boneless)	35	33	31	27	23
9. English cut	27	26	24	22	18
III. Stews and other cuts:					
1. Short ribs	18	18	17	17	13
2. Plate (bone-in) (fresh or cured)	19	19	17	17	13
3. Plate (boneless) (fresh or cured)	23	23	21	21	17
4. Brisket (bone-in) (fresh or cured)	23	23	20	20	16
5. Brisket (boneless) (cured) (deckle off)	35	35	31	31	27
6. Flank meat	25	25	25	25	21
7. Neck (bone-in)	23	23	20	20	16
8. Neck (boneless)	29	27	26	23	19
9. Heel of round (boneless)	29	27	24	20	16
10. Shank (bone-in) (hind and fore)	17	17	17	17	13
11. Shank (boneless) (hind and fore)	24	24	24	24	20
12. Soup bone	3	3	3	3	3
13. Suet	5	5	5	5	5
IV. Ground beef	25	25	25	25	25
V. Retail prices of wholesale cuts:					
1. Round beef—whole	24	23	21	18	14
2. Sirloin beef—whole	29	28	23	20	16
3. Short loin beef—whole	35	33	28	24	20
4. Flank beef—whole	15	15	15	15	11
5. Rib beef—whole	26	25	23	20	16
6. Regular chuck—whole	22	21	19	17	13
7. Short plate—whole	16	16	15	15	11
8. Brisket—whole	18	18	16	16	10
9. Shank—whole	14	14	14	14	10

VEAL	Grades: AA or choice	A or good	B or commercial	C or utility	D or cull
	Cents per pound	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
VI. Steaks and chops:					
1. Loin chops	38	36	32	27	24
2. Rib chops	34	33	30	28	22
3. Shoulder chops (arm or blade)	25	24	21	19	17
4. Round steaks (cutlets)	40	37	33	29	26
5. Sirloin steaks or chops	32	31	27	24	22
VII. Roasts:					
1. Rump and sirloin (bone-in)	30	28	25	22	20
2. Rump and sirloin (boneless)	42	39	35	30	27
3. Leg	30	28	25	22	20
4. Leg—rump off	30	28	25	22	20
5. Leg—shank half	30	28	25	22	20
6. Leg—rump half	30	28	25	22	20
7. Loin	38	36	32	27	24
8. Rib	34	33	30	28	22
9. Blade and arm	25	24	21	19	17
10. Round	40	37	33	29	26
11. Shoulder (bone-in) (square cut)	24	24	22	20	16
12. Shoulder (boneless) (square cut)	31	30	27	25	20
13. Leg or round (boneless)					29
14. Sirloin strip (boneless)					29
15. Tenderloin					29
16. Regular rib roll (boneless)					28
17. Shoulder clod (boneless)					28
18. Veal roll (boned, rolled and tied)					27
VIII. Stews and other cuts:					
1. Breast (bone-in)	18	18	16	15	12
2. Breast (boneless)	25	24	21	19	17
3. Flank meat	26	24	22	19	17
4. Neck (bone-in)	18	18	16	15	12
5. Neck (boneless)	25	24	21	19	17
6. Shank (bone-in) (hind and fore)	18	18	16	15	12
7. Shank and heel meat (hind and fore)	25	24	21	19	17
8. Ground veal and patties	26	26	26	26	26
9. Neck bones					9
IX. Retail prices of wholesale cuts:					
1. Hindquarters	26	24	22	19	17
2. Forequarters	21	20	19	17	14

ZONE X

LAMB AND MUTTON	Grades: Lamb: AA or choice	Lamb: A or good	Lamb: B or commercial	Lamb: C or utility	Mutton: S or prime, choice and good	Mutton: M or commercial	Mutton: R or utility and culls
	Cents per pound	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
X. Steaks and chops:							
1. Loin chops	52	49	44	39	28	26	24
2. Rib chops	41	38	36	32	19	17	14
3. Leg or sirloin chops	41	39	36	33	19	17	15
4. Shoulder chops (blade or arm chops)	35	33	31	28	17	15	13
XI. Roasts:							
1. Leg (whole, half or short cut)	35	33	31	27	20	18	17
2. Sirloin roast (bone-in)	41	39	36	33	19	17	15
3. Yoke, rattle, triangle, (bone-in)	24	23	22	21	12	11	10
4. Yoke, rattle, triangle, (boneless)	35	34	33	31	17	15	13
5. Chuck or shoulder (square cut) (bone-in)	31	31	31	29	15	14	12
6. Chuck or shoulder (cross cut) (bone-in)	25	25	24	22	13	11	10
7. Loin	52	49	44	39	28	26	24
8. Rib	41	38	36	32	19	17	14
9. Boneless lamb shoulder roll				31			
XII. Stews and other cuts:							
1. Breast and flank	18	17	16	14	9	8	7
2. Neck (bone-in)	21	20	18	17	10	9	8
3. Neck (boneless)	28	28	28	28	17	17	17
4. Shank (bone-in)	18	17	16	15	9	8	7
5. Patties (ground meat)	29	29	29	29	18	18	18
6. Neck bones				8			8
XIII. Retail prices of wholesale cuts:							
1. Leg	32	31	29	26	19	17	16
2. Loin	32	29	25	21	16	14	12
3. Hotel rack	35	33	28	24	17	15	13
4. Yoke	21	20	20	18	10	9	8

These ceiling prices apply to stores in all groups located in Zone 9—South, providing permission has been received in advance authorizing sales to be made to eating places or other retailers.

Zone 9—South includes the following area:

West Virginia, the following counties: Berkeley and Jefferson.

Virginia, all that portion of Virginia east of and including the counties of Frederick, Shenandoah, Rockingham, Augusta, Rockbridge, Botetourt, Roanoke, Franklin, and Patrick.

North Carolina, all that portion of North Carolina east and southeast of and including the counties of Surry, Yadkin, Iredell, Catawba, Lincoln, and Gaston.

South Carolina, all that portion of South Carolina east of and including the counties of York, Chester, Fairfield, Richland, Lexington, Aiken, Barnwell, Allendale, Hampton, Jasper, and Beaufort.

Georgia, all that portion of Georgia east of and including the counties of Richmond, Jefferson, Emanuel, Treutlen, Wheeler, Telfair, Coffee, Berrien, Cook, and Brooks.

Florida, the following counties of Florida: Jefferson, Madison, Taylor, Hamilton, Suwannee, Lafayette, Dixie, Columbia, Gilchrist, Levy, Baker, Nassau, Duval, Union, Bradford, Clay, St. Johns, Alachua, Putnam, Flagler, Marion, Volusia, Lake, Sumter, Citrus, Hernando, and Pasco.

The above prices are subject to the conditions contained in notes 1 to 3, inclusive.

NOTE 1: *Ground meat.* (a) The retailer must not sell any ground meat unless it is ground beef, ground veal or ground lamb as defined in section 20 of the beef, veal, lamb and mutton retail regulation, and he must not sell such ground meat at prices higher than those listed above.

(b) If a customer buys any retail cut of meat and wants it ground, the retailer may grind that cut of meat for the customer, only if the grinding is done in a manner so that the customer can observe it. No addition may be charged the customer for the grinding.

(c) The retailer shall not have in his store or cooler any ground meat except ground beef, ground veal or ground lamb, or meat which has been bought by a customer and ground at the customer's request and which is wrapped and marked with that customer's name.

NOTE 2: *Cube steak.* The retailer must not sell any cubed steaks which have been cubed in advance of an order. If a customer buys any retail cut of meat and wants it cubed, the retailer may cube that cut of meat for the customer, only if the cubing is done in a manner so that the customer can observe it, and no addition is charged the customer for the cubing.

NOTE 3: *Yearling lamb.* The ceiling prices for yearling lamb cuts of the different grades are lower than the above ceiling prices for lamb. The retailer must not sell retail yearling lamb cuts of choice grade at a higher price than the ceiling price for the corresponding retail lamb cut of good grade; he must not sell retail yearling lamb cuts of good grade at a higher price than the ceiling price for the corresponding retail lamb cut of commercial grade; and, he must not sell yearling lamb cuts of commercial, utility and cull grades at a higher price than the ceiling price for corresponding retail lamb cut of utility grade.

(l) *Retail ceiling prices on specially authorized sales to eating places or other retailers, Zone 10.*

[For all stores permitted to make such sales]

ZONE X

BEEF	A A or choice	A or good	B or commercial	C or utility	D or cutters and canners
	Cents per pound	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
I. Steaks:					
1. Porterhouse	47	44	37	32	28
2. T-Bone	47	44	37	32	28
3. Club	47	44	37	32	28
4. Rib—10-inch cut	30	29	27	24	20
5. Rib—7-inch cut	33	31	29	25	21
6. Sirloin	39	37	30	26	22
7. Pin bone	39	37	30	26	22
8. Sirloin (boneless)	48	46	37	32	28
9. Round (bone-in) (full cut)	38	36	32	27	23
10. Round (boneless) (top and bottom)	40	38	33	28	24
11. Round tip	40	38	33	28	24
12. Chuck blade (bone-in)	28	28	25	21	18
13. Chuck arm (bone-in)	28	26	25	21	18
14. Flank	36	36	36	36	32
II. Roasts:					
1. Rib standing—(chine bone-in, 10-inch cut)	30	29	27	24	20
2. Rib standing—(chine bone-in, 7-inch cut)	33	31	29	25	21
3. Round tip	40	38	33	28	24
4. Rump (bone-in)	26	24	22	18	14
5. Rump (boneless)	40	38	33	28	24
6. Chuck blade pot roast	28	26	25	22	18
7. Chuck arm pot roast	28	26	25	22	18
8. Chuck or shoulder (boneless)	35	33	31	28	24
9. English cut	28	26	25	22	18
III. Stews and other cuts:					
1. Short ribs	19	19	18	18	14
2. Plate (bone-in) (fresh or cured)	19	19	18	18	14
3. Plate (boneless) (fresh or cured)	23	23	22	22	18
4. Brisket (bone-in) (fresh or cured)	24	24	21	21	17
5. Brisket (boneless) (cured) (deckle off)	35	35	31	31	27
6. Flank meat	25	25	25	25	21
7. Neck (bone-in)	24	24	21	21	17
8. Neck (boneless)	29	29	26	23	19
9. Heel of round (boneless)	29	29	26	21	17
10. Shank (bone-in) (hind and fore)	18	18	18	18	14
11. Shank (boneless) (hind and fore)	24	24	24	24	20
12. Soup bone	3	3	3	3	3
13. Suet	5	5	5	5	5
IV. Ground beef	25	25	25	25	25
V. Retail prices of wholesale cuts:					
1. Round beef—whole	25	23	21	18	14
2. Sirloin beef—whole	30	28	23	20	16
3. Short loin beef—whole	33	31	28	24	20
4. Flank beef—whole	15	15	15	15	11
5. Rib beef—whole	27	25	23	21	17
6. Regular chuck—whole	22	21	20	18	14
7. Short plate—whole	16	16	15	15	11
8. Brisket—whole	18	18	16	16	12
9. Shank—whole	14	14	14	14	10

ZONE X—Continued

VEAL	Grades: AA or choice	A or good	B or commercial	C or utility	D or cull
	Cents per pound	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
VI. Steaks and chops:					
1. Loin chops	39	36	32	28	25
2. Rib chops	34	33	31	28	23
3. Shoulder chops (arm or blade)	26	24	22	19	17
4. Round steak (cutlets)	40	38	34	30	27
5. Sirloin steaks or chops	33	31	27	24	22
VII. Roasts:					
1. Rump and sirloin (bone-in)	30	28	25	22	20
2. Rump and sirloin (boneless)	42	40	35	31	28
3. Leg	30	28	25	22	20
4. Leg—Rump off	30	28	25	22	20
5. Leg—Shank half	30	28	25	22	20
6. Leg—Rump half	30	28	25	22	20
7. Loin	39	36	32	28	25
8. Rib	34	33	31	28	23
9. Blade and arm	26	24	22	19	17
10. Round	40	38	34	30	27
11. Shoulder (bone-in) (square cut)	25	24	22	21	17
12. Shoulder (boneless) (square cut)	31	30	28	26	20
13. Leg or round (boneless)					30
14. Sirloin strip (boneless)					29
15. Tenderloin					29
16. Regular rib roll (boneless)					29
17. Shoulder clod (boneless)					28
18. Veal roll (boned, rolled and tied)					27
VIII. Stews and other cuts:					
1. Breast (bone-in)	19	18	17	15	13
2. Breast (boneless)	26	24	22	19	17
3. Flank meat	26	25	22	20	18
4. Neck (bone-in)	19	18	17	15	13
5. Neck (boneless)	26	24	22	19	17
6. Shank (bone-in) (hind and fore)	19	18	17	15	13
7. Shank and heel meat (hind and fore)	26	24	22	19	17
8. Ground veal and patties	26	26	26	26	26
9. Neck bones					9
IX. Retail prices of wholesale cuts:					
1. Hindquarters	26	25	22	19	18
2. Forequarters	21	21	19	18	14

ZONE X—Continued

LAMBS AND MUTTON	Grades: Lamb: AA or choice	Lamb: A or good	Lamb: B or commercial	Lamb: C or utility	Mutton: S or prime, choice and good	Mutton: M or commercial	Mutton: R or utility and culls
	Cents per pound	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
X. Steaks and chops:							
1. Loin chops	52	49	45	40	29	26	24
2. Rib chops	41	39	36	33	19	17	15
3. Leg or sirloin chops	41	39	36	33	20	17	15
4. Shoulder chops (blade or arm chops)	36	34	31	29	17	15	13
XI. Roasts:							
1. Leg (whole, half, or short cut)	36	34	31	28	20	19	17
2. Sirloin roast (bone-in)	41	39	36	33	20	17	15
3. Yoke, rattle, triangle, (bone-in)	24	23	23	21	12	11	10
4. Yoke, rattle, triangle, (boneless)	36	35	34	32	17	15	13

ZONE X—Continued

LAMB AND MUTTON—continued	Grades: Lamb: AA or choice	Lamb: A or good	Lamb: B or commercial	Lamb: C or utility	Mutton: S or prime, choice and good	Mutton: M or commercial	Mutton: R or utility and culls
	Cents per pound	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*	*Cents per pound*
XI. Roasts—Continued.							
5. Chuck or shoulder (square cut) (bone-in)	32	31	31	29	15	14	12
6. Chuck or shoulder (cross cut) (bone-in)	25	25	24	23	13	12	10
7. Loin	52	49	45	40	29	26	24
8. Rib	41	39	36	33	19	17	15
9. Boneless lamb shoulder roll				32			
XII. Stews and other cuts:							
1. Breast and flank	18	17	16	15	9	8	8
2. Neck (bone-in)	21	20	19	17	11	10	8
3. Neck (boneless)	29	29	29	29	18	18	18
4. Shank (bone-in)	18	17	16	15	10	9	8
5. Patties (ground meat)	29	29	29	29	18	18	18
6. Neck bones				9			9
XIII. Retail prices of wholesale cuts:							
1. Leg	32	31	29	26	19	18	16
2. Loin	32	30	25	21	16	14	13
3. Hotel rack	36	33	28	24	17	15	13
4. Yoke	21	21	20	19	11	10	9

These ceiling prices apply to stores in all groups located in Zone 10 providing permission has been received in advance authorizing sales to be made to eating places or other retailers.

Zone 10 includes the following area:

Florida, all that portion of Florida south of and including the counties of Brevard, Seminole, Orange, Osceola, Polk, Hillsborough, and Pinellas.

The above prices are subject to the conditions contained in notes 1 to 3, inclusive.

NOTE 1: *Ground meat.* (a) The retailer must not sell any ground meat unless it is ground beef, ground veal or ground lamb as defined in section 20 of the beef, veal, lamb and mutton retail regulation, and he must not sell such ground meat at prices higher than those listed above.

(b) If a customer buys any retail cut of meat and wants it ground, the retailer may grind that cut of meat for the customer only if the grinding is done in a manner so that the customer can observe it. No addition may be charged the customer for the grinding.

(c) The retailer shall not have in his store or cooler any ground meat except ground beef, ground veal or ground lamb, or meat which has been bought by a customer and ground at the customer's request and which is wrapped and marked with the customer's name.

NOTE 2: *Cube steak.* The retailer must not sell any cubed steaks which have been cubed in advance of an order. If a customer buys any retail cut of meat and wants it cubed, the retailer may cube that cut of meat for the customer, only if the cubing is done in a manner so that the customer can observe it and no addition is charged the customer for cubing.

NOTE 3: *Yearling Lamb.* The ceiling prices for yearling lamb cuts of the different grades are lower than the above ceiling prices for lamb. The retailer must not sell retail yearling lamb cuts of choice grade at a higher price than the ceiling price for the corresponding retail lamb cut of good grade; he must not sell retail yearling lamb cuts of good grade at a higher price than the ceiling price for the corresponding retail lamb cut of commercial grade; and, he must not sell retail yearling lamb cuts of commercial, utility and cull grades at a higher price than the ceiling price for the corresponding retail lamb cut of utility grade.

(m) *Retail ceiling prices on specially authorized sales to eating places or other retailers.*

(o) *Retail ceiling prices on specially authorized sales to eating places or other retailers.*

LAMB AND MUTTON VARIETY MEATS AND EDIBLE BY-PRODUCTS: FRESH, CURED OR FROZEN

[Price per pound]

	Zone 1	Zones 2, 3, 4 &	Zone 5	Zone 6	Zone 7	Zone 8 No. and S So.	Zone 9 No. and S So.	Zone 10
Brains	19	17	18	18	18	19	19	19
Cheek meat	17	15	16	16	16	17	17	17
Diaphragm meat	10	14	15	15	15	15	16	16
Fries	40	39	39	39	40	40	40	40
Gullet, weasand meat	15	14	14	12	12	15	15	16
Head—skinned	13	11	12	12	12	13	13	13
Head meat	17	15	16	19	16	17	17	17
Heart—blemished	29	27	27	28	28	28	28	28
Livers—unblemished	28	27	27	28	28	28	28	28
Livers—blemished	8	6	6	7	7	7	8	8
Lungs	6	6	6	7	7	7	8	8
Melts	20	19	19	19	20	20	20	20
Omasum (plain)	21	20	20	27	27	28	28	28
Palates	8	7	6	7	7	7	8	8
Pluck	28	27	27	27	27	28	28	28
Rennet stomach	8	6	6	7	7	7	8	8
Sweetbreads	13	11	12	12	12	13	13	13

(p) *Retail ceiling prices on specially authorized sales to eating places or other retailers.*

PORK VARIETY MEATS AND EDIBLE BY-PRODUCTS: FRESH, CURED OR FROZEN

[Price per pound]

	Zone 1	Zone 2	Zone 3	Zone 4	Zone 4a	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9	Zone 10
Brains	21	20	20	19	18	19	19	19	20	20	20
Caul fat	20	19	18	17	16	17	18	17	18	19	19
Chitterlings	17	16	15	15	14	15	14	16	15	15	16
Crown meat	16	14	14	13	12	13	13	13	14	14	14
Cutlets	40	38	38	37	36	37	37	37	38	38	38
Diaphragm meat	20	18	18	17	16	17	17	17	18	18	18
Gullet, weasand meat	13	12	11	10	10	11	10	11	11	11	11
Head	26	25	26	17	17	17	17	17	18	18	18
Head meat	16	14	14	13	12	13	13	13	14	14	15
Head skins	29	27	27	26	25	26	26	26	27	27	27
Hearts—blemished	21	20	19	18	15	19	19	19	19	19	20
Kidneys	18	17	17	16	15	15	15	15	16	15	16
Leaf lard—raw	22	21	20	20	19	20	20	20	20	20	21
Lips	12	12	10	9	8	9	9	9	10	10	10
Livers—blemished	22	21	20	20	19	20	20	20	20	20	21
Melts	17	16	15	15	14	15	14	15	15	15	16
Snouts	25	25	24	23	22	23	23	23	24	24	24
Tongues	26	24	24	24	23	24	23	24	24	24	25
Tongue—cured	34	33	33	32	31	32	32	32	33	33	34
Tongue—smoked	10	9	9	8	7	8	8	8	8	9	9
Tongue—unblemished	12	11	10	9	8	9	9	9	10	10	10
Tripe—scalded	16	14	14	13	13	13	13	13	14	14	14
Tripe, cooked	22	20	20	19	18	19	19	19	20	20	20
Cured pork items:											
Shoats	20	19	19	18	16	18	18	18	19	19	20
Ears	15	15	14	13	13	13	14	14	15	15	16
Heads (split; brains out)	24	24	24	23	22	22	23	23	23	24	24

This amendment shall become effective July 26, 1944.

NOTE: The record keeping and reporting provisions of this amendment have been approved by the Bureau of the Budget.

Issued this 21st day of July 1944.

JAMES G. ROGERS, JR.,
Acting Administrator.

[F. R. Doc. 44-10680; Filed, July 21, 1944; 3:52 p. m.]

(n) *Retail ceiling prices on specially authorized sales to eating places or other retailers.*

BEEF VARIETY MEATS AND EDIBLE BY-PRODUCTS: FRESH, CURED OR FROZEN

[Price per pound]

	Zone 1	Zone 2	Zones 3, 4, 4a	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9	Zone 10
Blood	12	11	10	10	11	11	11	12	12
Brains	15	14	13	14	14	14	17	17	17
Cheek meat	17	16	16	16	16	16	17	17	17
Diaphragm meat	21	20	19	20	20	20	20	21	21
Fries	15	14	13	13	13	14	14	14	15
Gullet, weasand meat	19	18	17	17	17	16	18	18	19
Head meat	12	11	11	10	11	11	11	12	12
Hearts—blemished	21	20	19	19	19	20	20	21	21
Heart trimmings	20	19	18	18	18	19	19	20	20
Kidneys	12	11	10	10	11	11	11	12	12
Liver—unblemished	24	23	22	22	23	23	23	24	24
Livers—blemished	29	28	27	27	28	28	28	29	29
Lungs	8	7	6	6	7	7	7	8	8
Melts	8	7	6	6	7	7	7	8	8
Omasum (plain)	21	20	19	20	20	20	20	21	21
Pallets	8	7	6	6	7	7	7	8	8
Rennet, dairy	36	35	34	34	35	35	35	36	36
Sweetbreads—unblemished	19	18	17	18	17	18	18	19	19
Sweetbreads—blemished	14	14	13	13	13	14	14	14	15
Tails, ¾ lb. and up	19	18	17	17	17	18	18	18	19
Tongues—unblemished	33	32	31	31	32	32	32	33	33
Tongues—unblemished, cured	34	33	32	32	33	33	33	34	34
Tongues—unblemished, smoked	43	42	41	41	42	42	42	43	43
Tongue cured	25	24	24	23	24	24	24	25	25
Tongue cured, cured	31	30	29	29	30	30	30	31	31
Tongue meat	19	18	17	17	17	18	18	19	19
Tripe scalded	9	8	8	8	8	8	9	9	9
Tripe cooked	15	14	13	13	13	13	14	14	15
Tripe, honeycomb	21	20	19	20	20	20	20	21	21
Udders	8	7	6	6	7	7	7	8	8
Vinegar pickled and cooked beef tripe, regular	24	23	22	23	23	23	24	24	24
Vinegar pickled and cooked beef tripe, honeycomb	28	27	26	26	26	27	27	27	28

VEAL VARIETY MEATS AND EDIBLE BY-PRODUCTS: FRESH, CURED OR FROZEN

[Price per pound]

	Zone 1	Zone 2	Zone 3	Zones 4, 4a	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9	Zone 10
Brains	19	18	17	17	17	18	18	19	19	19
Cheek meat	21	20	19	19	19	20	20	21	21	21
Diaphragm meat	17	16	15	15	15	17	16	17	18	18
Feet (scalded)	37	36	34	34	37	37	36	36	36	37
Fries	19	18	16	16	17	17	18	18	18	19
Gullet, weasand meat	13	12	11	10	11	11	12	12	12	13
Head, skinned	21	20	19	19	19	20	20	20	21	21
Head meat	20	19	18	18	18	19	19	19	20	20
Heart, blemished	13	12	11	10	10	10	11	11	11	12
Heart trimmings	12	11	10	10	10	10	11	11	11	12
Liver	71	70	69	64	64	66	67	67	70	70
Livers, unblemished	67	66	65	6	6	6	7	7	8	8
Livers, blemished	8	7	6	6	6	6	7	7	8	8
Lungs	8	7	6	6	6	6	7	7	8	8
Melts	39	38	37	37	37	38	38	39	39	39
Pluck	58	57	56	56	56	57	57	58	58	58
Sweetbread, unblemished	63	62	61	61	61	62	62	62	62	63
Pairs 6-12 oz.	68	68	67	67	67	68	68	68	69	69
Pairs under 6 oz.	15	14	13	13	13	13	14	14	14	15
Tails under ¾ lb.	19	18	17	16	16	17	17	17	17	19
Tails ¾ pound and up	26	25	24	23	23	25	25	25	27	27
Tongues, unblemished	21	20	19	19	19	20	20	20	21	21
Tongue meat	18	17	16	15	15	17	17	18	18	18
Tripe scalded	13	12	11	11	11	12	12	13	14	14
Tripe cooked	19	18	17	17	17	18	18	18	19	19

PART 1305—ADMINISTRATION

[Gen. RO 5,[1] Amdt. 76]

FOOD RATIONING FOR INSTITUTIONAL USERS

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

General Ration Order 5 is amended in the following respects:

1. Section 26.1 (a), (b), (c) and (d) are amended by changing the words "thirty (30)" to "sixty (60)" wherever they appear therein.

2. The first sentence of section 26.1 (c) is amended by inserting the words "fixed in Supplement 1, paragraph (b) and Supplement 2, paragraph (c)" between the words "allowance per person" and the words "for the rationed food."

This amendment shall become effective July 26, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Dir. 1, Supp. Dir. 1–E, 1–M and 1–R, 7 F.R. 562, 2965, 7234, 9684, respectively; War Food Orders Nos. 56, 58, 59, 61, and 64, 8 F.R. 2005, 2251, 3471, 7093, 9 F.R. 4319)

Issued this 22d day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10975; Filed, July 22, 1944; 11:43 a. m.]

PART 1340—FUEL

[MPR 120,[2] Amdt. 109]

BITUMINOUS COAL DELIVERED FROM MINE OR PREPARATION PLANT

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation 120 is amended in the following respect:

Section 1340.205 (a) is amended to read as follows:

(a) Persons selling bituminous coal subject to this regulation shall keep the following records for as long as this regulation is in effect or for as long as the Emergency Price Control Act of 1942, as amended, shall permit, whichever period is the longer, but in no event to exceed two years. The records shall be made available for inspection by the Office of Price Administration.

(1) *Loading records.* Each producer shall keep for each day and for each mine (including any plant preparing his coal or any loading facility) a record of the actual sizes in inches or fractions thereof or in mesh, loaded at each such mine, preparation plant or loading facility into each railroad car with car initial and number; into each barge with name, number, or other designation; loaded at the tipple or mine storage facilities into locomotive tenders; conveyed directly from the mine to the yards or bins of consumer by conveyor, private railroad or tramway; and loaded into trucks or wagons. If the coal is treated or mechanically cleaned, this fact shall be noted on the loading record together with the method or designation of treatment or preparation used if the maximum price is dependent upon whether coals are treated or mechanically cleaned. The producer shall within 20 days from date of loading give all information required by this subparagraph (1) in writing (by copies of loading records or otherwise) to each person, such as sales agent, affiliate (but not distributor), as to so much of the producer's coal as is sold by such person from the mine and each such person shall keep such writing.

(2) *Shipping records or daily billing sheets.* Each producer, distributor and sales agent shall keep copies of all shipping records or daily billing sheets in his main office, or in the office in which his invoice records are maintained.

(3) *Invoices.* Each person selling bituminous coal subject to this regulation shall within 45 days after date of shipment give to his purchaser an invoice, and shall keep an exact copy thereof, showing all information and data required by this subparagraph (3). Each sales agent's or distributor's copy of his invoice shall show in addition the name and address of the producer; the name of the mine, or mines from which the coal is shipped; and whether he is acting as sales agent or distributor in the sale involved.

The invoice shall state the date of shipment; the name and address of the seller, of the buyer and of the consignee, if known; the destination; the name of the mine, or the trade name of the coals, and mine index number of the mine or mines from which shipment is made; the tonnage (or other unit of weight or measurement used by the seller) shipped from each mine of each size (stated in inches or fractions of inches or mesh); if loaded into a barge or railroad car, the name of the barge or the car initials and number; the per net ton price charged f. o. b. the mine; and the producing district number in which the mine or mines are located. Where such fact is necessary in the determination of the applicable maximum price, the invoice shall also state the type of mine from which the particular shipment is made (i. e., from an underground truck mine without a rail siding or connection, a mine loading coal entirely by hand, an underground mine, or a strip mine).

The invoice shall also show the carrier method, if shipment is by truck or water; the use to which the coal is to be put if the maximum price is dependent upon such use; and whether the coal is raw or mechanically cleaned if the maximum price is dependent upon whether the coals are raw or mechanically cleaned. The symbols established by the Solid Fuels Administration for War may be used for this purpose.

When an invoice, debit, credit, or other memorandum, evidencing a sale shows a price or charge which includes freight or other charges, including special service charges, there shall be an itemization of the charges made thereon. Where the producer has filed an application under § 1340.210 (a) (8) (ii) of the regulation and coal is crushed and sold subject to that section, the number assigned to the application shall be stated by the producer, his agent, or a distributor on the invoice as "application No. — crushed coal". If the maximum price was established temporary for the mine under § 1340.210 (a) (6), pending action on an application filed under that section, the invoice shall so state such fact, together with the date of filing such application.

(4) If a seller ships by lake or tidewater, he shall, within 60 days after vessel bill of lading, give to his purchaser an invoice and shall keep an exact copy thereof, showing all information and data required by this subparagraph (4). On such sales, the seller shall disregard subparagraph (3).

The invoice shall show the seller's name and address and the name and address of the buyer and of the consignee, if any, and the destination; the name of the vessel; the date of vessel shipment and the shipping point; the per net ton price or prices charged for the coals; and insurance and vessel freight. The seller's copy of the invoice shall identify him as producer, sales agent or distributor as the case may be.

As to each such vessel, the seller shall keep the railroad cargo manifest as received by him. The manifest shall show, or shall be made by the seller to show, the name of the vessel; the date loading was completed and the loading point; the name of each producer and the mine index number or name of each mine the coals of which were loaded into the vessel, identified by car number and initials; and the tonnage of each size shipped (stated in inches or fractions of inches or mesh).

A seller making such a shipment shall keep all invoices for coals so shipped as given him by his sellers so as to be readily accessible for examination by the Office of Price Administration and shall make them accessible for such examination.

(5) The invoice shall also include any other data required by the provisions of any part of this regulation, or of any order or authorization issued hereunder.

(6) Each person who buys bituminous coal shall keep each invoice as given him by his seller for the period of time specified in paragraph (a) above.

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 10002, 11676, 11480, 11479, 12483, 12557, 12403, 12744, 14472, 15488, 16787, 17486; 9 F.R. 401, 455, 692, 1810, 2212, 2287, 2252, 2476, 2789, 3030, 3075, 3340, 3704, 3577, 4196, 4393, 4647, 4873, 5041, 5232, 5684, 5826, 5915, 6108, 6504, 6628, 7167, 7260, 9 F.R. 7703, 7770.

[2] 9 F.R. 5042, 5375, 5587.

This amendment shall become effective July 27, 1944.

NOTE: All record keeping and reporting requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 22d day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10976; Filed, July 22, 1944; 11:44 a. m.]

PART 1360—MOTOR VEHICLES AND MOTOR VEHICLE EQUIPMENT

[MPR 452,[1] Amdt. 5]

MANUFACTURERS' MAXIMUM PRICES FOR AUTOMOTIVE PARTS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 13 (a) (1) (ii) of Maximum Price Regulation 452 is amended to read as follows:

(ii) The permitted labor cost to be used in the pricing formula provided in this paragraph (a) is to be determined by applying to the clock hours of each classification of labor estimated to be required on the basis of previous production experience, or where an estimate is not used, to the clock hours actually required, the hourly wage rate for such classification in effect on March 31, 1942, subject to the following qualifications:

(*a*) Where on March 31, 1942, the manufacturer used an average hourly wage rate, he may apply an average hourly wage rate if he uses the labor rates and the method of computing the average hourly wage rate in effect on March 31, 1942.

(*b*) If individuals have been or are promoted from one classification to another because of increased efficiency, the wage rate in effect on March 31, 1942, for the higher classification may be used.

(*c*) Where a manufacturer has in effect for the particular production an incentive wage plan and his hourly wage rate for any classification of labor is higher than it was on March 31, 1942, because of that plan, the manufacturer may, with the approval in writing of the National Office of the Office of Price Administration, adjust his March 31, 1942, wage rate to reflect the increase in his hourly labor rate resulting from the incentive wage plan. In the case of an incentive wage plan providing for an increased hourly wage rate when labor efficiency exceeds the manufacturer's standard under the plan, approval of the use of an adjusted wage rate in the calculation of costs under this paragraph (a) will not be granted if the degree of labor efficiency reflected in the manufacturer's standard is lower than current normal efficiency. A manufacturer's request for the approval of the use of an adjusted March 31, 1942, wage rate in the computation of costs under this paragraph (a) shall be addressed to the Office of Price Administration, Washington, D. C., and shall contain a description of the manufacturer's incentive wage plan; a comparison of the wage rates in effect on March 31, 1942 and those in effect under the incentive wage plan; a statement of any wage increases put into effect in addition to wage rate increases resulting from increased labor efficiency; evidence that where an hourly wage rate increase is contingent upon labor efficiency exceeding a designated standard of efficiency, that standard is not lower than current normal efficiency.

This amendment shall become effective July 22, 1944.

Issued this 22d day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10977; Filed, July 22, 1944; 11:46 a. m.]

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 3301.

PART 1360—MOTOR VEHICLES AND MOTOR VEHICLE EQUIPMENT

[RO 2B,[1] Amdt. 14]

PASSENGER AUTOMOBILES

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Ration Order No. 2B is amended in the following respects:

1. Section 3.1 is amended to read as follows:

SEC. 3.1 *Persons who file applications with the Office of Price Administration, Washington, D. C.* (a) The following persons shall file letters of application for certificates for 1942 cars directly with the Office of Price Administration, Washington, D. C.:

(1) Agencies of the Federal Government and the American National Red Cross. An agency of the Federal Government which has a quota for 1942 cars established by the War Production Board shall state the number of cars for which it requires certificates. Certificates shall be issued only to the extent of the applicable quota fixed by the War Production Board for the current allocation period. All other Federal Agencies and the American National Red Cross shall state the number of cars applied for, the purpose for which each car will be used, and the reasons why a rationed car is needed.

(2) A person requiring a car for export. For export to and use in Canada, application for a car may be made only through the Canadian Division of the War Production Board, and for export to and use in any other foreign country, only through the Foreign Economic Administration. The application shall be made in such manner as the War Production Board or the Foreign Economic Administration respectively shall determine. Certificates shall be issued only to the extent of the applicable quota fixed by the War Production Board for the current allocation period.

(3) A person requiring a car for experimental purposes or a body builder who proposes to alter the car obtained. He must establish that the experiment or alteration will further the war effort or the public welfare.

(b) A certificate on Form R-214, modified to permit its use for sixty days from the date of issuance, will be issued for each car approved.

2. Section 3.2 is revoked.

This amendment shall become effective July 22, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(Pub. Law 671, 76th Cong. as amended by Pub. Laws 89, 421 and 507, 77th Cong., WPB Dir. No. 1, 7 F.R. 563, Supp. Dir. 1A 7 F.R. 698, 1493, 2229, 2729, Supp. Dir. 1Q, 7 F.R. 9121, E.O. 9125, 7 F.R. 2719)

Issued this 22d day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10978; Filed, July 22, 1944; 11:39 a. m.]

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 2483, 5317, 5531, 5678, 7197, 8005, 8008, 10727, 12559, 13725, 16843, 9 F.R. 2298, 7578.

PART 1377—WOODEN CONTAINERS

[RMPR 342,[1] Amdt. 1]

NAIL KEGS AND NAIL KEG STAVES AND HEADING

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 7 of the regulation is amended to read as follows:

SEC. 7. *Petitions for amendment or applications for adjustment*—(a) *Government contracts or subcontracts.* See Procedural Regulation No. 6 for adjustment provisions on certain government contracts or subcontracts.

(b) *Individual adjustment.* The Price Administrator may by order adjust the maximum prices established under this regulation for one or more plants of any seller who can show (1) that increased costs result in hardship which will impede his production of essential supply, and (2) that his existing maximum price is less than manufacturing costs if his current over-all profits are favorable in relation to those of a representative peace-time period; or that his existing maximum price does not exceed total costs if his current over-all profits are comparable to his over-all profits for a representative peace-time period; or that his existing maximum price does not afford a reasonable profit if current over-all profits are unfavorable to those in a representative peace-time period. Applications for adjustment shall be filed in accordance with Revised Procedural Regulation No. 1 and, in general, shall contain the following data:

(1) Over-all profit and loss statements broken down by departments for the years 1941, 1942, 1943 and the available quarters of 1944 and indicating in the detail customarily shown in statements prepared for the applicant's own use shipping, selling and general and administrative expenses applicable to each department and balance sheets for the same periods.

(2) Cost of goods sold statements for the years 1941, 1942, 1943 and the available quarters of 1944, covering the bilge sawn nail keg staves, nail keg heading or nail kegs, and indicating in the detail customarily shown in statements prepared for the applicant's own use a complete breakdown of all manufacturing costs.

(3) Specifications and quantity of bilge sawn nail keg staves, nail keg heading or nail kegs produced and the quantity of each specification shipped should be shown.

If any of the above information has been submitted prior to application on OPA Forms A & B for any of the specified periods or if the exact information required in this amendment has been reported as part of a prior application for adjustment of a maximum price, the applicant may so indicate and omit these periods from the current application.

(c) *Petitions for amendment.* Any person seeking an amendment of any provision of this regulation may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1.

This amendment shall become effective July 27, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been waived by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 22d day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10979; Filed, July 22, 1944; 11:45 a. m.]

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 16985.

PART 1377—WOODEN CONTAINERS

[MPR 461,[1] Amdt. 4]

SLACK COOPERAGE AND COOPERAGE STOCK

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

A new paragraph (c) is added to section 10 to read as follows:

(c) *Individual adjustment.* The Price Administrator may by order adjust the maximum prices established under this regulation for one or more plants of any seller who can show (1) that increased costs result in hardship which will impede his production of essential supply, and (2) that his existing maximum price is less than manufacturing costs if his current over-all profits are favorable in relation to those of a representative peace-time period; or that his existing maximum price does not exceed total costs if his current over-all profits are comparable to his over-all profits for a representative peace-time period; or that his existing maximum price does not afford a reasonable profit if current over-all profits are unfavorable to those in a representative peace-time period. Applications for adjustment shall be filed in accordance with Revised Procedural Regulation No. 1 and, in general, shall contain the following data:

(1) Over-all profit and loss statements and balance sheets for the years 1941, 1942, 1943, and the available quarters of 1944, broken down by departments and indicating in the detail customarily shown in statements prepared for the applicant's own use shipping, selling and general and administrative expenses applicable to each department.

(2) Cost of goods sold statements for the years 1941, 1942, 1943, and the available quarters of 1944, covering the item on which price adjustment is requested and indicating in the detail customarily shown in statements prepared for the applicant's own use a complete breakdown of all manufacturing costs.

(3) Specifications and quantity produced and the quantity of each specification shipped should be shown for the item on which price adjustment is requested.

If any of the above information has been submitted prior to application on OPA Forms A & B for any of the specified periods or if the exact information required in this amendment has been reported as part of a prior application for adjustment of a maximum price, the applicant may so indicate and omit these periods from the current application.

This amendment shall become effective July 27, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been waived by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 22d day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10980; Filed, July 22, 1944; 11:45 a. m.]

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 14312, 16790; 9 F.R. 2946, 3512, 4988.

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 3,[1] Amdt. 35]

SUGAR

A rationale accompanying this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Revised Ration Order 3 is amended in the following respect:

Section 1407.91 (b) (11) is added to read as follows:

(11) Any amount which an industrial user used for any product or use in excess of the amount he was permitted under this order to use for such product or use.

This amendment shall become effective July 26, 1944.

(Pub. Law 421, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Dir. No. 1 and Supp. Dir. No. 1-E, 7 F.R. 562, 2965; War Food Order No. 56, 8 F.R. 2005; War Food Order No. 64, 8 F.R. 7093)

Issued this 22d day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10964; Filed, July 22, 1944; 11:45 a. m.]

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 1433.

PART 1418—TERRITORIES AND POSSESSIONS

[MPR 395,[1] incl. Amdts. 1-29]

MAXIMUM PRICES IN THE VIRGIN ISLANDS OF THE UNITED STATES

This compilation of Maximum Price Regulation 395 includes Amendment 29, effective July 10, 1944. The tables amended by Amendment 29 are indicated by notes.

In the judgment of the Price Administrator, the maximum prices established by this Maximum Price Regulation No. 395 are and will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942, as amended and Executive Order No. 9250. A statement of the considerations involved in the issuance of this regulation has been issued simultaneously herewith and has been filed with the Division of the Federal Register.[2]

§ 1418.158 *Maximum prices in the Virgin Islands of the United States.* Under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Order No. 9250 Maximum Price Regulation 395 (Maximum prices in the Virgin Islands of the United States), which is annexed hereto and made a part hereof, is hereby issued.

MAXIMUM PRICE REGULATION NO. 395—MAXIMUM PRICES IN THE VIRGIN ISLANDS OF THE UNITED STATES

ARTICLE I—PROHIBITION AND SCOPE OF REGULATION

Sec.
1. Prohibition against dealing in commodities above maximum prices.
2. Less than maximum prices.
3. To what transactions, products and persons this ceiling applies.
4. Relations to other regulations.
5. Geographical applicability.

ARTICLE II—TERMS OF SALE

6. Prohibited practices.
7. Fractional prices at retail.

ARTICLE III—MISCELLANEOUS

8. Petitions for amendment.
9. Applications for adjustment.
10. Records and reports.
11. Enforcement and licensing.
12. Definitions.

[1] 8 F.R. 6621.

[2] Statements of consideration are also issued simultaneously with amendments. Copies may be obtained from the Office of Price Administration.

ARTICLE IV—MAXIMUM PRICES

Sec.
13. Table I: Maximum prices for charcoal.
14. Table II: Maximum prices for shell eggs.
15. Price for divisible and indivisible units.
16. Maximum retail prices for certain grain and grain products sold or delivered in the Virgin Islands of the United States.
17. Maximum retail prices for certain dairy products sold or delivered in the Virgin Islands of the United States.
18. Maximum retail prices for butter imported into the Virgin Islands of the United States.
19. Maximum retail prices for certain edible fats and oils sold or delivered in the Virgin Islands of the United States.
20. Maximum retail prices for certain canned fish products sold or delivered in the Virgin Islands of the United States.
21. Maximum retail prices for certain fresh and dried fruit and vegetable products sold or delivered in the Virgin Islands of the United States.
22. Maximum retail prices for certain meat products sold or delivered in the Virgin Islands of the United States.
23. Maximum retail prices for certain types of laundry and toilet soaps sold or delivered in the Virgin Islands of the United States.
24. Maximum retail prices for all types of imported animal and poultry feed sold or delivered in the Virgin Islands of the United States.
25. Maximum retail prices for certain cheeses sold or delivered in the Virgin Islands of the United States.
26. Maximum retail prices for cured fish sold or delivered in the Virgin Islands of the United States.
27. Maximum retail prices for boxed wooden matches sold or delivered in the Virgin Islands of the United States.
28. Maximum retail prices for toys and games.
29. Maximum retail prices for sanitary napkins and tampons.
30. Maximum prices for locally produced poultry and poultry imported from the West Indies.
31. Maximum prices at retail and at wholesale for imported millinery sold or delivered in the Virgin Islands of the United States.
32. Maximum prices for cattle sold in the Virgin Islands of the United States.
33. Maximum prices for locally produced beef and veal not inspected by the Federal (U. S.) Government.
34. Maximum prices for sheep and goats sold in the Virgin Islands of the United States.
35. Maximum prices for locally produced sheep and goat mutton not inspected by the Federal (U. S.) Government.
36. Maximum prices for new rubber tires and tubes and recapped tires, except bicycle tires and tubes, sold or delivered in the Virgin Islands of the United States.
37. Maximum prices for laundry, dry cleaning or wet cleaning, and pressing services sold in the Municipality of St. Thomas and St. John.
38. Maximum prices for imported piece goods sold or delivered in the Virgin Islands of the United States.
39. Maximum prices hauling sugar cane in the municipality of St. Croix.
40. Maximum prices for locally produced pork not inspected by the Federal (U. S.) Government.
41. Maximum prices for imported women's and girls' wear and accessories sold or delivered in the Virgin Islands of the U. S.
42. Maximum prices for imported men's and boys' wear and accessories sold or delivered in the Virgin Islands of the U. S.
43. Maximum prices for imported children's and infants' wear sold or delivered in the Virgin Islands of the U. S.
44. Maximum prices for certain imported domestics, household sundries and miscellaneous dry goods sold or delivered in the Virgin Islands of the U. S.
45. Maximum prices for imported shoes sold or delivered in the Virgin Islands of the U. S.

AUTHORITY: Secs. 1 to 45, inclusive, issued under 56 Stat. 23, 765; 57 Stat. 566 Pub. Law 388, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681.

ARTICLE I—PROHIBITION AND SCOPE OF REGULATION

SECTION 1. *Prohibition against dealing in commodities above maximum prices*—(a) *Local sales.* On and after May 25, 1943, regardless of any contract, agreement, lease or other obligation or of any price regulation heretofore issued by the Office of Price Administration no person shall sell or deliver and no person in the course of trade or business shall buy or receive in the Virgin Islands of the United States any article listed or described in Article IV at prices higher than the maximum prices set forth in Article IV; and no person shall agree, offer, or attempt to solicit or attempt to do any of the foregoing.

(b) *Export transactions.* On and after February 20, 1944, regardless of any contract, agreement, lease or other obligation or of any price regulation heretofore issued by the Office of Price Administration, no person shall export, or transfer for purposes of exportation to a foreign place any article listed or described in Article IV at prices higher than the maximum prices set forth in Article IV; and no person shall agree, offer, solicit or attempt to do any of the foregoing: *Provided*, That on all sales for export to a foreign place there may be added to the applicable maximum prices established under Article IV all costs of shipment actually incurred or to be incurred by the seller. Such costs shall be itemized and separately shown on the seller's invoice. No incurred costs in excess of those permitted by any applicable price regulation or order issued by the Office of Price Administration shall be allowed.

[Sec. 1 amended by Am. 13, 9 F.R. 2177, effective as of 2-20-44]

SEC. 2. *Less than maximum prices.* Lower prices than those set forth in this Maximum Price Regulation No. 395 may be charged, demanded, paid, or offered.

SEC. 3. *To what transactions, products and persons this ceiling applies*—(a) *What commodities are covered.* This regulation applies only to the articles listed or described in Article IV of this regulation.

(b) *What transactions are covered.* This regulation applies only to sales at wholesale or at retail of the articles listed or described in Article IV of this regulation.

SEC. 4. *Relations to other regulations.* (a) The sale of commodities not otherwise governed by this Maximum Price Regulation No. 395 shall be covered by the General Maximum Price Regulation,[1] Maximum Price Regulation No. 201,[2] or any other price regulations applicable to sales within the Virgin Islands of the United States.

SEC. 5. *Geographical applicability.* (a) The provisions of this Maximum Price Regulation No. 395 shall be applicable to sales within the Virgin Islands of the United States unless otherwise provided herein.

ARTICLE II—TERMS OF SALE

SEC. 6. *Prohibited practices*—(a) *General.* Any device to obtain a higher-than-ceiling price without actually raising the dollar-and-cents price is as much a violation of this Maximum Price Regulation No. 395 as an outright over-ceiling price. This applies to devices making use of commissions, services, transportation, arrangements, premiums, special privileges, tying agreements, combination sales, trade understandings and the like.

(b) *Adjustable pricing.* A price may not be made adjustable to a maximum price which will be in effect at some time after delivery of any commodity covered by this regulation has been completed, but the price may be adjustable to the maximum price in effect at the time of delivery.

SEC. 7. *Fractional prices at retail.* Whenever provision is made in this regulation for the calculation of a maximum price not otherwise specified in dollars and cents, for the sale of a commodity at retail, and such calculation results in a fraction of a cent, then the amount so calculated shall be reduced to the nearest lower cent if the fraction is less than one-half cent, and shall be increased to the nearest higher cent, if the fraction is one-half cent or more.

ARTICLE III—MISCELLANEOUS

SEC. 8. *Petitions for amendment.* (a) Any person seeking an amendment of any provision of this Maximum Price Regulation No. 395 may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation 1:[3] *Provided, however*, That any such petition shall be filed with the Director of the Office of Price Administration for the Virgin Islands of the United States.

SEC. 9. *Applications for adjustment.* (a) Any seller or group of sellers may apply for adjustment of a maximum price of a commodity established for him or them by this Maximum Price Regulation No. 395, or any order issued hereunder when it appears:

(1) That there exists or threatens to exist in a particular locality a shortage in the supply of such commodity which aids directly in the war program or is essential to a standard of living consistent with the prosecution of the war; and

(2) That such local shortage will be substantially reduced or eliminated by adjusting the maximum prices of such seller and of like sellers for such commodity; and

(3) That such adjustment will not create or tend to create a shortage, or a need for increase in prices, in another locality and will effectuate the purposes of the Emergency Price Control Act of 1942, as amended.

(b) Except as otherwise provided in this section 9, all applications for adjustment shall be filed in accordance with Revised Procedural Regulation No. 7.[4]

SEC. 10. *Records and reports*—(a) *Records to be kept.* (1) Every person making sales other than at retail of the commodities subject to this Maximum Price Regulation No. 395 shall, on and after the date any such commodity becomes subject to this regulation, keep for inspection by the Office of Price Administration, for a period of not less than one year, complete and accurate records of each purchase and each sale made by such person, showing the date thereof, the name and address of the buyer and seller, the direct cost thereof, the price paid or received, the mark-up charged and the quantity purchased or sold.

(2) Every person making sales at retail of the commodities subject to this Maximum Price Regulation No. 395 shall, on and after the date any such commodity becomes subject to this regulation, keep for inspection by the Office of Price Administration, for a period of not less than one year, complete and accurate records of each purchase made by the seller, the date thereof, the name and address of the person selling to the seller, the direct cost thereof, the price paid, the quantity purchased, and the mark-up charged by the seller to the buyer.

(b) *Prices to be marked and posted.* (1) On and after the date any commodity becomes subject to this Maximum Price Regulation No. 395, every person offering to sell at retail any such commodity, shall mark the maximum price of such commodity in a manner plainly visible to and understandable by the purchasing public. The maximum prices may be marked on the commodities themselves or may be posted at the place in the establishment where the commodities are offered for sale, and may be posted by price lines if the selling price of each commodity is marked thereon. The maximum prices shall be indicated in the form "Ceiling Price $_____," or "Our Ceiling $_____".

(c) *Sales slips and receipts.* (1) Every seller at retail of the commodities subject to this Maximum Price Regulation No. 395, who has customarily given purchasers sales slips or receipts, shall continue to do so. Upon request from a purchaser, every such seller, regardless of previous custom, shall give the purchaser a receipt showing the date, the name and address of the seller, the commodity sold, and the price received for it.

(d) *Notification of maximum retail prices by persons selling to retailers.* (1) Every person selling to a retailer any of the commodities enumerated in Article IV, for which dollar-and-cents prices are established at retail, on and after the effective date of maximum prices established by this Maximum Price Regulation No. 395, before or at the time of the first delivery to such purchaser, shall supply the purchaser with a statement of the maximum retail prices set forth below for the commodity or commodities delivered.

SEC. 11. *Licensing.* The provisions of Licensing Order No. 1[5] licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation or schedule. A seller's license may be suspended for violations of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

[Sec. 11 amended by Supplementary Order 72, 8 F.R. 13244, effective 10-1-43]

SEC. 12. *Definitions.* (a) When used in this Maximum Price Regulation No. 395 except as otherwise provided herein, the terms:

(1) "Sale at retail" means a sale or selling to an ultimate consumer.

(2) "Sale at wholesale" means a sale by a person who received delivery of a commodity and resells it, without substantially changing its form, to any person other than an ultimate consumer and shall include any sale to the United States, any government, or any of its political subdivisions, any religious, educational or charitable institution, any institution for the sick, deaf, blind, disabled, aged or insane, or any school, hospital, library, commercial or industrial user, or any agency of any of the foregoing.

(3) "To deliver" means to transfer actual possession of the commodity to the purchaser or to any carrier, including a carrier owned or controlled by the seller, for shipment to the purchaser.

(4) "Records" includes books of account, sales lists, sales slips, orders, vouchers, contracts, receipts, invoices, bills of lading, and other papers and documents.

(5) "Landed cost" means the price the importer paid, which in no event may exceed the maximum price established by any applicable price regulation or order, less discounts allowed to the importer, plus all costs of shipment actually incurred by the importer: *Provided*, That in computing the costs of shipment incurred by the importer, war risk insurance costs shall not exceed the amount represented by the charge for war risk insurance by the War Shipping Administration on an identical shipment: *And further provided*, That for commodities imported by the Food Distribution Administration the landed cost shall be the Food Distribution Administration price.

[Subparagraph (5) added by Am. 3, 8 F.R. 11438, effective 8-21-43]

(6) "Direct cost" means landed cost as defined in section 12 (a) (5), plus the appropriate maximum local trucking charges and if sold in the islands of St. Thomas or St. John, the applicable trade tax imposed by the municipality.

[Subparagraph (6) added by Am. 10, 8 F.R. 16793, effective 12-27-43]

(7) "Export" means to sell, ship, deliver, or transfer a commodity to a buyer in a foreign place regardless of where title passes or where the invoicing is done and includes all sales, deliveries or transfers in the Virgin Islands of the United States for purposes of exportation to a foreign place.

(8) "Foreign place" means any place outside of the continental United States and the territories and possessions of the United States.

[Subparagraphs (7) and (8) added by Am. 13, 9 F.R. 2177, effective as of 2-20-44]

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942, as amended, shall apply to the terms used herein.

ARTICLE IV—PROHIBITION AND SCOPE OF REGULATION

SEC. 13. *Table I: Maximum prices for charcoal.* (a) Maximum prices for charcoal sold in the Virgin Islands of the United States at retail shall be:

Unit	Island of St. Croix				Island of St. Thomas		Island of St. John	
	Feb. 15-Aug. 14 inclusive		Aug. 15-Feb. 14 inclusive					
	Not delivered	Delivered	Not delivered	Delivered	Not delivered	Delivered	Not delivered	Delivered
Bag (or barrel)	$0.90	$1.00	$0.80	$0.90	$1.30	$1.40	$1.00	$1.10
Half-bag	.45	.50	.40	.45	.65	.70	.50	.55
5 gal. kerosene tin	.20	.20	.19	.19	.20	.20	.20	.20
"Klim" tin (5 lbs. net)	.04	.04	.04	.04	.06	.06	.04	.04
"La Pura" Oleomargarine tin	.03	.03	.03	.03	.04	.04	.03	.03
Heap								

The maximum price shall be computed by applying proportionately the price per 5 gal. kerosene tin to the size of the heap.

NOTE: The maximum deposit for a bag (container) that may be required of a purchaser at wholesale and at retail by a seller is ten cents ($0.10). This deposit charge is to be refunded by the seller upon the presentation of the same or a similar bag by the purchaser.

[Box headings amended by Am. 2, 8 F.R. 9996, effective 7-16-43]

[1] 9 F.R. 1385, 5169.
[2] 7 F.R. 6269, 6744, 8947, 10231, 10790; 8 F.R. 1860, 10984; 9 F.R. 2176, 2747, 4100.
[3] 9 F.R. 5791.
[4] 8 F.R. 5842, 6174.
[5] 8 F.R. 13240.

(b) The maximum prices of charcoal sold at wholesale shall not exceed the maximum prices established above for sales at retail.

(c) When used in this Table I, the terms:

(1) "Charcoal" means the carbonaceous residue of wood subjected to smothering combustion.

(2) "Sale at retail" means a sale or selling to an ultimate consumer, including religious, educational or charitable institution, whether by a producer or non-producer of charcoal.

(3) "Sale at wholesale" means a sale by a person who buys a commodity and resells it, without substantially changing its form, to another seller of the commodity, and includes sales by producers to sellers of charcoal, and sales to industrial or commercial users.

(4) "Delivered" means the physical delivery of charcoal by, or at the expense of, the seller to a place different from the location of the seller's business establishment and to a place from which a purchaser customarily receives delivery.

(5) "Units of measurement"

Container	U. S. dry quarts	Capacity: Bushels	Capacity: Ratio to capacity of kerosene tin
Bag (or barrel)	103.2	3.2	6:1
Half-Bag	51.6	1.6	3:1
Kerosene tin (5 liquid gals.)[1]	17.2	.54	1:1
"Klim" powdered Milk Tin (5 lbs. net)[2]	3.4	.11	1:5
"La Pura" oleomargarine tin (5 lbs. net)[2]	2.4	.08	1:7

NOTE: The dry measure of a 5-gal. kerosene tin is accurately defined. The specifications of other units are approximately proportionate. A "heap" varies in size as a fractional part of the capacity of a kerosene tin. The specifications of a "heap" may not be fixed exactly.

[1] The term "5 liquid gallons" refers to the designated capacity of the container for kerosene.

[2] The term "5 lbs. net" refers to the capacity of the container designated for the product originally contained therein.

(d) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942, as amended, shall apply to the terms used herein.

SEC. 14. *Table II: Maximum prices for shell eggs.* (a) Maximum prices for locally produced eggs in the Virgin Islands of the United States:

Grade	Municipality of St. Croix: Sales at wholesale: Per dozen	Municipality of St. Croix: Sales at retail: Per dozen	Municipality of St. Croix: Sales at retail: Less than dozen	Municipalities of St. Thomas & St. John: Sales at wholesale	Municipalities of St. Thomas & St. John: Sales at retail: Per dozen	Municipalities of St. Thomas & St. John: Sales at retail: Less than dozen
A	$0.57	$0.66	$0.06 for one $0.11 for two	(1)	$0.72	$0.06 for each.
B	0.46	0.55	$0.05 for one $0.14 for three	(1)	0.60	$0.05 for each.
Grade C (Pullet)	(1)	0.44	$0.04 for one $0.11 for three	(1)	0.48	$0.04 for each.
Select	0.68	0.77	$0.07 for one $0.13 for two	(1)	0.84	$0.07 for each.
Ungraded	(1)	0.60	$0.05 for one	(1)	0.60	$0.05 for each.

[1] The wholesale price is subject to agreement between buyer and seller, but in no event may the price exceed the maximum retail price for the grade.

(1) Persons located in St. Croix may sell locally produced eggs at wholesale to persons located outside St. Croix at prices not exceeding the maximum prices at wholesale in effect in St. Croix.

(b) Maximum prices for imported eggs in the Virgin Islands of the United States:

(1) Unbroken eggs imported into the Virgin Islands of the United States from Anegada, Tortola, and all other islands of the West Indies not belonging to the United States:

Sales at Wholesale:	*Sales at Retail (per dozen)*
(1)	$0.76

[1] The wholesale price is subject to agreement between buyer and seller, but in no event may the price exceed the maximum retail price for the grade.

(2) All other unbroken eggs imported into the Virgin Islands of the United States:

Sales at retail. Importer's direct cost per dozen plus 13 cents per dozen.

Importers other than sellers at retail shall supply the purchaser with a statement of the direct cost of the eggs to the importer..

(c) Maximum prices for cracked eggs shall be computed by deducting the customary price differentials from the maximum prices for unbroken eggs of the same grade.

(d) When used in this Table II the term:

(1) "Sale at retail" means a sale to an ultimate consumer or to an industrial or commercial user.

(2) "Sale at wholesale" means a sale by any person who buys the commodity and resells it, without substantially changing its form, to any person other than an ultimate consumer or an industrial or commercial user.

(3) "Eggs" or "shell eggs" means the eggs of the fowl known as the domestic or barnyard hen.

(4) "Locally produced eggs" means eggs produced in the Virgin Islands of the United States.

(5) "Imported eggs" means eggs imported from outside the Virgin Islands of the United States.

(6) "Direct cost to the seller" means the price which the seller paid for the commodity, less discounts allowed to the seller plus all costs of shipment actually incurred by the seller:

Provided, That in computing the costs of shipment incurred by the seller, war risk insurance costs shall not exceed the amount represented by the charge for war risk insurance by the War Shipping Administration on an identical shipment.

	Minimum net weight per dozen (ounces)	Other characteristics
Grade A	24	Of good quality, clean, uncracked, systematically sorted and grouped into eggs of approximately uniform size.
Grade B	20	
Grade C (Pullet)	16	
Select	28	Of good quality, uncracked, but not necessarily thoroughly cleaned or systematically sorted and grouped into eggs of approximately uniform size.
Ungraded	Not definite	
"Cracked"	Not definite	Saleable eggs, the shells of which are fractured.

[Sec. 14 added by Am. 1, 8 F.R. 8873, effective 7-10-43]

(e) The Director of the Office of Price Administration for the Virgin Islands of the United States may by order revise the maximum prices for shell eggs whenever in his judgment such action is deemed necessary to effectuate the purpose of the Emergency Price Control Act of 1942, as amended.

[Paragraph (e) added by Am. 3, 8 F.R. 11438, effective 8-21-43]

SEC. 15. *Price for divisible and indivisible units.* (a) The maximum price for a quantity of a commodity which constitutes a fractional or multiple part of a unit in terms of which a commodity is priced in this regulation, shall be proportionately computed unless hereinafter otherwise provided.

(b) Where several sizes or weights of the same commodity are priced in this regulation, the maximum price for any other quantity of that commodity shall be computed proportionately on the basis of the size priced in the regulation which is closest to the size for which the price is sought.

[Sec. 15 added by Am. 3, 8 F.R. 11438, effective 8-21-43]

SEC. 16. Maximum retail prices for certain grain and grain products sold or delivered in the Virgin Island of the United States.

TABLE III—MAXIMUM RETAIL PRICES FOR CERTAIN GRAIN AND GRAIN PRODUCTS

Commodity	Quantity	Island of St. Croix	Island of St. Thomas	Island of St. John
1. Wheat flour, bulk, hard or soft	1 pound	$0.05	$0.05	$0.06
	2 pounds	.10	.10	.11
2. Rice, all types	1 pound	.08	.08	.09
3. Corn meal, imported	1 pound	.05	.05	.05

[Table III amended by Am. 20, 9 F.R. 6456, effective as of 6-1-44]

SEC. 17. *Maximum retail prices for certain dairy products sold or delivered in the Virgin Islands of the United States.*

TABLE IV—MAXIMUM RETAIL PRICES FOR CERTAIN DAIRY PRODUCTS

Commodity	Quantity	Island of St. Croix	Island of St. Thomas	Island of St. John
1. Evaporated milk	14½ oz. can	$0.11	$0.11	$0.12
2. Evaporated milk	6 oz. can	0.06	0.06	0.06

[Item 2 added by Am. 20, 9 F.R. 6456, effective as of 6-1-44]

(a) Notwithstanding the provisions of section 15 of this regulation, the maximum prices for cans of evaporated milk differing in size from the ones priced in this section shall continue to be governed by Maximum Price Regulation 201.

SEC. 18. *Maximum retail prices for butter imported into the Virgin Islands of the United States.* (a) The maximum retail prices for imported butter sold or delivered in the Virgin Islands of the United States shall be the sum of the following:

(1) The landed cost,

(2) A markup of 12¢ per pound,

(3) Local trucking charges,

(4) If sold in the islands of St. Thomas or St. John, the applicable trade tax imposed by the municipality.

(b) Imported butter means butter imported from outside of the Virgin Islands of the United States.

(c) Any importer of butter, except the Food Distribution Administration, shall file a statement of the landed cost of the butter with the Office of Price Administration in the Virgin Islands of the United States within three days after offering such commodity for sale.

SEC. 19. *Maximum retail prices for certain edible fats and oils sold or delivered in the Virgin Islands of the United States.*

TABLE V—MAXIMUM RETAIL PRICES FOR CERTAIN EDIBLE FATS AND OILS

Commodity	Quantity	Island of St. Croix	Island of St. Thomas	Island of St. John
Lard and rendered pork fat:				
Prints	1 lb	$0.21	$0.21	$0.22
Tierces and cases	1 lb	.20	.20	.21
Tins	1 lb	.20	.20	.21
Oleomargarine	1 lb	.25	.25	.26
Vegetable oil, hydrogenated (shortening):				
In 50# cans and tierces	1 lb	.24	.24	.25
Type II, in 48# can	1 lb	.24	.24	.25
In 3# can	1 lb	.31	.32	.34
Vegetable oil, not hydrogenated.	1 lb	.23	.23	.25

NOTE: The maximum prices stated above are applicable only to the commodities imported and sold by the Office of Distribution in the Virgin Islands of the United States or Puerto Rico. The maximum prices of the commodities not imported and sold by the Office of Distribution in the Virgin Islands of the United States or Puerto Rico shall be governed by Maximum Price Regulation No. 201.

[Above note added by Am. 20, 9 F.R. 6456, effective 6-1-44 and amended by Am. 29, effective 7-10-44]

[Table V amended by Am. 6, 8 F.R. 14144, effective 10-4-43 and Am. 29, effective 7-10-44]

TABLE VI—MAXIMUM RETAIL PRICES FOR SOYA BEAN OIL, COTTONSEED OIL, AND CORN OIL

Commodity	Quantity	Island of St. Croix	Island of St. Thomas	Island of St. John
1. Soya bean oil	One-half gallon (64 fluid oz.)	$0.96	$0.96	$1.00
	One quart (32 oz.)	.48	.48	.50
	Four-fifths qt. (25.6 oz.)	.38	.38	.40
	One pint (16 oz.)	.24	.24	.25
	Half of four-fifths quart (12.8 oz.)	.19	.19	.20
	12 fluid oz	.18	.18	.19
	11 fluid oz	.17	.17	.17
	10 fluid oz	.16	.16	.16
	9 fluid oz	.14	.14	.14
	8 fluid oz	.12	.12	.12
	7 fluid oz	.11	.11	.11
	6 fluid oz	.09	.09	.09
	5 fluid oz	.08	.08	.08
	4 fluid oz	.06	.06	.06
	3 fluid oz	.05	.05	.05
	2 fluid oz	.03	.03	.03
	1 fluid oz	.02	.02	.02
2. Cottonseed oil	One-half gallon (64 fluid oz.)	1.00	1.00	1.06
	One quart (32 oz.)	.50	.50	.54
	Four-fifths quart (25.6 oz.)	.40	.40	.43
	One pint (16 oz.)	.25	.25	.27
	Half of four-fifths quart (12.8 oz.)	.20	.20	.22
	12 fluid ounces	.19	.19	.20
	11 fluid oz	.17	.17	.19
	10 fluid oz	.16	.16	.17
	9 fluid oz	.14	.14	.15
	8 fluid oz	.13	.13	.14
	7 fluid oz	.11	.11	.12
	6 fluid oz	.09	.09	.10
	5 fluid oz	.08	.08	.08
	4 fluid oz	.06	.06	.07
	3 fluid oz	.05	.05	.05
	2 fluid oz	.03	.03	.03
	1 fluid oz	.02	.02	.02
3. Corn oil	One gallon (128 fl. oz.)	2.24	2.26	2.40
	Half gallon (64 oz.)	1.12	1.13	1.20
	One quart (32 oz.)	.56	.56	.60
	Four-fifths qt. (25.6 oz.)	.44	.44	.48
	One pint (16 oz.)	.28	.28	.30
	12 fluid oz	.22	.22	.24
	One-half pint (8 oz.)	.14	.14	.15

NOTE: The seller is allowed to add to the prices specified in Table VI a charge of $0.01 for each bottle he furnishes the purchaser without receiving a similar bottle in return.

The maximum prices stated above are applicable only to the commodities imported and sold by the Office of Distribution in the Virgin Islands of the United States or Puerto Rico. The maximum prices of the commodities not imported and sold by the Office of Distribution in the Virgin Islands of the United States or Puerto Rico shall be governed by Maximum Price Regulation No. 201.

[Above note amended by Am. 20, 9 F.R. 6456, effective 6-1-44]

[Title amended and item 3 added by Am. 5, 8 F.R. 13342, effective 9-20-43]

SEC. 20. *Maximum retail prices for canned fish products sold or delivered in the Virgin Islands of the United States.*

TABLE VII—MAXIMUM RETAIL PRICES FOR CERTAIN CANNED FISH AND FISH PRODUCTS

Commodity	Quantity	Island of St. Croix	Island of St. Thomas	Island of St. John
Mackerel: Natural	No. 1 tall	$0.17	$0.17	$0.18
Pilchards:				
Natural	8 ounces	.08	.08	.09
Natural	No. 1 tall	.12	.12	.13
Natural	5 ounces	.07	.07	.08
Tomato	5 ounces	.07	.07	.08
Tomato	8 ounces	.08	.08	.09
Tomato	No. 1 tall	.13	.13	.14
Tomato	No. 1 oval	*.16	*.16	*.16
**Tomato and olive oil	*No. 1 can	**.15	**.15	**.16
Salmon:				
Chum or Keta	8 ounces	.16	.16	.17
Chum	No. 1 can	.24	.24	.26
Pink	No. 1 can	.25	.25	.27
Chinook	No. 1 can	.38	.38	.40
Choe (medium red)	No. 1 can	.33	.34	.36
Red Alaska Sockeye	No. 1 can	.43	.43	.46
Sardines:				
Maine Tomato	9 ounces	.13	.13	.14
Maine Tomato	(3¼ ounces	.06	.06	.07
	(2⅜¼ ounces	.12	.12	.13

NOTE: The maximum prices stated above are applicable only to the commodities imported and sold by the Office of Distribution in the Virgin Islands of the United States or Puerto Rico. The maximum prices of the commodities not imported and sold by the Office of Distribution in the Virgin Islands of the United States or Puerto Rico shall be governed by Maximum Price Regulation No. 201.

[Table VII amended by Am. 20, 9 F.R. 6456, effective 6-1-44]

[*Item amended; **Item added by Am. 29, effective 7-10-44]

SEC. 21. *Maximum retail prices for certain fresh and dried fruit and vegetable products sold or delivered in the Virgin Islands of the United States.*

TABLE VIII—MAXIMUM RETAIL PRICES FOR CERTAIN FRESH AND DRIED FRUIT AND VEGETABLE PRODUCTS

Commodity	Quantity	Island of St. Croix	Island of St. Thomas	Island of St. John
1. Imported dried beans and imported dried peas including garbanzos (chickpeas), all grades.	1 pound	$0.08	$0.08	$0.09
2. Imported onions	1 pound	.09	.09	.10
3. Garlic (except string garlic)	¼ pound or more, price per pound	.32	.32	.32
	Less than ¼ pound, price per head	.03	.03	.03
4. Table potatoes originating in the continental U. S.	1 pound	.05	.05	.05

NOTE: The maximum prices of garlic (except string garlic), onions and potatoes stated above are applicable only to the garlic (except string garlic), the onions and the potatoes imported and sold by the Office of Distribution in the Virgin Islands of the United States or Puerto Rico. The maximum prices of the garlic (except string garlic), the onions and the potatoes not imported and sold by the Office of Distribution in the Virgin Islands of the United States or Puerto Rico shall be governed by Maximum Price Regulation No. 201.

[Title amended and item 4 added by Am. 6, 8 F.R. 14144, effective 10-4-43. Item 3 amended by Am. 6 and Am. 12, 9 F.R. 1945, effective 2-17-44. Table VIII amended by Am. 20, 9 F.R. 6456, effective 6-1-44]

SEC. 22. *Maximum retail prices for certain meat and meat products sold or delivered in the Virgin Islands of the United States.*

TABLE IX—MAXIMUM RETAIL PRICES FOR CERTAIN MEATS OR MEAT PRODUCTS

Commodity	Quantity	Island of St. Croix	Island of St. Thomas	Island of St. John
1. Frozen pork loin (semi-boneless)	1 lb	*$0.48	*$0.48	*$0.50
2. Frozen pork loin (bone-in)	1 lb	*.40	*.40	*.42
3. Smoked commercial bacon	1 lb	*.40	*.40	*.42
4. Smoked picnic ham	1 lb	.41	.41	.44
5. Sausage, salami	1 lb	.60	.60	.64
6. Sausage, Goteborg	1 lb	.60	.60	.64
7. Sausage, Farmer style	1 lb	.60	.60	.64
8. Sausage, holstein	1 lb	.60	.60	.64
9. Sausage, mortadella	1 lb	.60	.60	.64
10. Turkeys, hard chilled, dressed but not eviscerated, Grade B, old and young, originating in the continental United States:				
A. Hens, 8 to 14 lbs	1 lb	.56	.56	.58
B. Toms, 16 to 20 lbs	1 lb	.54	.54	.56
C. Toms, 20 or more lbs	1 lb	.53	.53	.55
11. Pork, pickled heads and tails	1 lb	.21	.21	.22
12. Pork, cured snouts	1 lb	.16	.16	.17
13. Pork, canned luncheon meat	12 oz. tins	.40	.40	.42
14. Bacon canned sliced	24 oz. tin	.69	.70	.74
15. Beef, pickled or jerked	1 lb	.30	.30	.32
16. Pork, spareribs, cured	1 lb	.18	.18	.19
17. Pigs feet, dry salted	1 lb	.10	.10	.11
18. Pork, neckbone, dry salted	1 lb	.19	.19	.21
19. Pork, clear plates, pickled	1 lb	.19	.19	.21
20. Pork, fatbacks, pickled	1 lb	.19	.19	.21
21. Pork, jowl butts, pickled	1 lb	.45	.45	.48
22. Smoked regular ham	1 lb	.48	.48	.51
23. Smoked skinned ham	1 lb			

[Item 10 amended by Am. 11, 9 F.R. 1398, effective 2-8-44; items 22 and 23 added by Am. 7, 8 F.R. 15865, effective 11-26-43]

[*Items amended by Am. 29, effective 7-10-44]

NOTE: The maximum prices stated above are applicable only to the commodities imported and sold by the Office of Distribution in the Virgin Islands of the United States or Puerto Rico. The maximum prices of the commodities not imported and sold by the Office of Distribution in the Virgin Islands of the United States or Puerto Rico shall be governed by Maximum Price Regulation No. 201.

[Above note added by Am. 20, 9 F.R. 6456, effective 6-1-44]

TABLE X—MAXIMUM RETAIL PRICES FOR CANNED VIENNA SAUSAGE

Commodity	Quantity	Island of St. Croix	Island of St. Thomas	Island of St. John
1. Vienna Sausage, whole, canned	4 oz	$0.14	$0.14	$0.15
2. Vienna Sausage, whole, canned	24 oz	.81	.82	.88
3. Vienna Sausage, ends, canned	4 oz	.09	.09	.09
4. Vienna Sausage, ends, canned	5 lbs	1.67	1.68	1.79
5. Vienna Sausage, ends, canned	20 oz	.27	.27	.29

NOTE: The maximum prices stated above are applicable only to the commodities imported and sold by the Office of Distribution in the Virgin Islands of the United States or Puerto Rico. The maximum prices of the commodities not imported and sold by the Office of Distribution in the Virgin Islands of the United States or Puerto Rico shall be governed by Maximum Price Regulation No. 201.

[Above note added by Am. 20, 9 F.R. 6456, effective 6-1-44]

SEC. 23. *Maximum retail prices for certain types of laundry and toilet soaps sold or delivered in the Virgin Islands of the United States.*

TABLE XI—MAXIMUM RETAIL PRICES FOR CERTAIN TYPES OF LAUNDRY AND TOILET SOAPS

Commodity	Quantity	Island of St. Croix	Island of St. Thomas	Island of St. John
1. Soap, laundry (bar)	1 lb. adjusted for shrinkage only	$0.10	$0.10	$0.11
2. Soap, toilet, Victory brand ("Victoria")	(3½ oz. bar	.06	.06	.07
	(2⅜¼ oz. bars	.12	.12	.13

[Table XI amended by Am. 4, 8 F.R. 12661, effective 9-21-43; Am. 11, 9 F.R. 1398, effective 2-8-44; and Am. 20, 9 F.R. 6456, effective 6-1-44]

SEC. 24. *Maximum retail prices for all types of imported animal and poultry feed sold or delivered in the Virgin Islands of the United States.* (a) The maximum retail price for all types of imported animal and poultry feed shall be the sum of the following:

(1) The landed cost,

(2) The appropriate markup as indicated in Table XII below,

(3) If sold in the island of St. Thomas or the Island of St. John, the applicable trade tax imposed by the Municipality.

TABLE XII—MAXIMUM MARKUPS FOR SPECIFIED COMMODITIES

Commodity	Quantity	Island of St. Croix	Island of St. Thomas	Island of St. John
1. Whole corn, cracked corn, laying mash, breeder egg mash, mixed poultry feed, scratch grain, broiler feed, and chick starter and grower.	100# bag	$0.66	$0.66	$0.86
2. Other animal and poultry feed except those specified in the immediately preceding item.	100# bag	.36	.36	.56
3. All types of animal and poultry feed	2 lbs	.025	.025	.03

[Table XII amended by Am. 15, 9 F.R. 3156, effective 3-28-44; and Am. 18, 9 F.R. 4194, effective 4-22-44]

(b) Any importer of imported animal and poultry feed except the Food Distribution Administration shall file a statement of the landed cost of the animal and poultry feed with the Office of Price Administration in the Virgin Islands of the United States within three days after offering such commodity for sale.

(c) When used in this section 24 the term:

(1) "Imported animal and poultry feed" means animal and poultry feeds imported from outside the Virgin Islands of the United States.

(2) "Animal and poultry feeds" includes but is not limited to such animal and poultry feeds as whole and cracked corn, linseed meal, peanut meal, cottonseed meal, dairy feeds of all types, dairy ration, calf meal, citrus pulp, hog feed, laying mash, scratch grain, mixed poultry feed, broiler feed, red and white oats, wheat bran and whole wheat and wheat feed processed for non-human consumption.

SEC. 25. *Maximum retail prices for certain cheeses sold or delivered in the Virgin Islands of the United States.*

TABLE XIII—MAXIMUM RETAIL PRICES FOR CERTAIN TYPES OF CHEESE

Commodity	Quantity	Island of St. Croix	Island of St. Thomas	Island of St. John
	Lb.			
1. Natural American Cheddar	1	$0.43	$0.44	$0.46
2. Processed Cheddar, loaves weighing 2 pounds and over	1	.47	.48	.50

NOTE: The maximum prices for all types, grades or varieties of cheese, other than those listed above shall be established in accordance with the requirements of Maximum Price Regulation No. 201.

[Table XIII amended by Am. 18, 9 F.R. 4194, effective 4-22-44]

SEC. 26. *Maximum retail prices for cured fish sold or delivered in the Virgins Islands of the United States.*

TABLE XIV—MAXIMUM RETAIL PRICES FOR DRY SALTED, SMOKED OR PICKLED FISH IN BULK

Commodity	Quantity (in pounds)	Island of St. Croix	Island of St. Thomas	Island of St. John
Dry salted or smoked fish, all varieties	1	$0.18	$0.18	$0.19
Pilchards in brine	1	*.15	*.15	*.16
Pickled bonito fillets	1	*.16	*.16	*.17
Pickled cod fillets	1	.22	.22	.23
Pickled herring	1	.12	.12	.13
Pickled salmon	1	.26	.26	.27
All other pickled fish (except those specified)	1	.11	.11	.11

[Table XIV amended by Am. 15, 9 F.R. 3156, effective 3-28-44 and Am. 20, 9 F.R. 6456, effective 6-1-44]

[*Items amended by Am. 29, effective 7-10-44]

[Sec. 26 amended by Am. 6, 8 F.R. 14144, effective 10-4-43]

SEC. 27. *Maximum retail prices for boxed wooden matches sold or delivered in the Virgin Islands of the United States.*

TABLE XV—MAXIMUM RETAIL PRICES FOR MATCHES

Commodity	Quantity	Island of St. Croix	Island of St. Thomas	Island of St. John
All types of boxed wooden safety matches	Per box	$0.02 or two for $0.03	$0.02 or two for $0.03	$0.02 or two for $0.03

[Secs. 15 through 27, inclusive, added by Am. 3, 8 F.R. 11438, effective 8-21-43. Table XV amended by Am. 27, 9 F.R. 7424, effective 6-33-44]

SEC. 28. *Maximum retail prices for toys and games.* The maximum retail prices for toys and games sold or delivered in the Virgin Islands of the United States shall be computed as follows:

(a) On imported toys and games the direct cost to the importer as defined in section 12 (a) (6) may be multiplied by 1.75.

[Paragraph (a) amended by Am. 8, 8 F.R. 16062, effective 11-26-43; and Am. 10, 8 F.R. 16793, effective 12-27-43]

SEC. 29. *Maximum retail prices for sanitary napkins and tampons*—(a) *Definitions.* When used in this section 29, the term:

(1) "Sanitary napkins" includes all absorbent dressings sold for use by women during the menstrual period, the wadding of which is composed of wood cellulose in any proportion.

(2) "Tampons" are specially constructed wads of cotton and/or cellulose, non-medicated, with or without applicator, designed for internal menstrual sanitary protection.

(b) *Pricing method.* The maximum retail prices for sanitary napkins and tampons shall be the sum of the following costs multiplied by 1.30:

(1) The landed cost,

(2) Local trucking charges,

(3) If sold in the island of St. Thomas or the island of St. John, the applicable trade tax imposed by the municipality.

[Secs. 28 and 29 added by Am. 7, 8 F.R. 15865, effective 11-26-43]

Sec. 30. *Maximum prices for locally produced poultry and poultry imported from the West Indies*—(a) *Commodities and transactions governed by this regulation.* (1) This regulation applies to wholesale and retail sales and deliveries of chickens, ducks, geese, guinea fowl, squabs and turkeys, including live, dressed, drawn, when locally produced

or imported from the West Indies, except as noted in paragraph (a) (2) below.

(2) This regulation specifically exempts from price control by the Office of Price Administration the following poultry, if sold or delivered in the Virgin Islands of the United States:

Breeding poultry sold by producers to buyers other than food dealers or consumers, when locally produced or imported from the West Indies.

Day-old and baby chickens, nestlings and fledglings of ducks, geese, guinea fowl and turkeys, when locally produced or imported from the West Indies.

All pigeons except squabs as defined in paragraph (b) (5) below.

Undomesticated game fowl (not including guinea fowl) and wild water fowl.

Fighting cock (gamecock).

(3) The prices of poultry and poultry products not specifically covered in paragraph (a) (1) or exempted in paragraph (a) (2) are subject to any applicable regulation or order issued or which shall be issued by the Office of Price Administration. This regulation withdraws from Maximum Price Regulation No. 201 poultry imported from the West Indies; but Maximum Price Regulation No. 201 governs poultry imported from any other place, if the commodity is subject to price regulation in the continental United States, and section 22 of Maximum Price Regulation 395 governs turkeys, hard chilled, dressed but not eviscerated, Grade B, old and young originating in the continental United States.

(b) *Definitions.* (1) "Locally produced poultry" means poultry raised within the Virgin Islands of the United States to the stage at which the poultry is sold or delivered to a seller at wholesale or at retail or to a final consumer, regardless of where the poultry was originally hatched.

(2) Poultry "raised in accordance with modern commercial poultry raising methods" means poultry systematically raised in accordance with modern hygienic and sanitary standards of high quality and fed strictly on commercial feeds.

(3) "Dressed" poultry means poultry which has been killed and plucked. It may or may not have been bled.

(4) "Drawn poultry" means dressed poultry from which the entrails have been removed without contamination of the body cavity.

(5) "Squab" means any pigeon, except a homing pigeon intended to be raised for its flying habits, which is an unfledged nestling.

(c) *Maximum retail prices, live weight.* The maximum retail prices, live weight, for certain kinds of poultry sold or delivered in the Virgin Islands of the United States shall be the pertinent price set forth in the following Table XVI.

TABLE XVI—RETAIL POULTRY PRICES, LIVE WEIGHT

A. PRICES FOR SALES AND DELIVERIES IN THE MUNICIPALITY OF ST. CROIX

Commodity	Unit	Maximum price, live weight
Chickens, raised in accordance with modern commercial poultry raising methods:		
Fryers and broilers	1 lb.	$0.50
Roosters, including hens, roosters and stags	1 lb.	.45
Capons	1 lb.	.55
Chickens, not raised in accordance with modern commercial poultry raising methods:		
Ducks	1 lb.	.35
Geese	1 lb.	.40
Guinea fowl	1 lb.	.50
Squabs	1 lb.	.50
Turkeys	Pair	.50
	1 lb.	.50

B. PRICES FOR SALES AND DELIVERIES IN THE MUNICIPALITY OF ST. THOMAS AND ST. JOHN

Commodity	Unit	Maximum price, live weight
Chickens:		
Fryers and broilers	1 lb.	$0.55
Roasters, including hens, roosters and stags	1 lb.	.50
Capons	1 lb.	.60
Ducks	1 lb.	.50
Geese	1 lb.	.60
Guinea fowl	1 lb.	.60
Squabs	Pair	.60
Turkeys	1 lb.	.60

(d) *Service charges for dressing.* The seller may add a service charge not in excess of ten cents per head for dressing chickens, ducks, geese, guinea fowl and turkeys. The charge for dressing squabs may not exceed ten cents per pair.

(e) *Maximum prices at wholesale.* The maximum wholesale price is subject to agreement between buyer and seller, but in no event may exceed the corresponding maximum retail price including, if applicable, the charge for dressing.

(f) *Prices for dressed and drawn poultry and for chilled or frozen poultry sold on the basis of dressed weight.* Any person offering for sale dressed and drawn poultry or chilled or frozen poultry priced on the basis of dressed weight shall apply to the Territorial Director for the Virgin Islands for authorization of his maximum price. The Territorial Director may by order authorize a price, and may require such pertinent information from the seller as will assist him in establishing the price.

The price authorized by the Territorial Director shall be subject to adjustment at any time by the Administrator for the Ninth Region.

Any seller who objects to an authorized or adjusted price may obtain review as provided in Revised Procedural Regulation No. 7 issued by the Office of Price Administration.

[Sec. 30 added by Am. 9, 8 F.R. 16298, effective 11-22-43; amended by Am. 11, 9 F.R. 1398, effective 2-8-44]

SEC. 31. *Maximum prices at retail and at wholesale for imported millinery sold or delivered in the Virgin Islands of the United States*—(a) *Definitions.* When used in this section 31 the term:

(1) "Millinery" includes all customary forms of men's, boys', ladies', misses' and children's headwear of whatever material composition and style, but does not include infants' headwear or veils.

(2) "Class of millinery items" means a group of millinery products all of which are identically priced and received in one delivery.

(b) *Pricing method.* (1) Maximum retail prices for imported millinery shall be computed by multiplying the direct cost to the importer by the applicable multiplier set forth in Table XVII below:

TABLE XVII—IMPORTED MILLINERY

	Sales in the municipality of St. Thomas and St. John	Sales in the municipality of St. Croix
Multiplier	1.40	1.50

(2) The wholesale price is subject to agreement between buyer and seller, but in no event may the wholesale price exceed the maximum retail price for the commodity.

(3) No sales at retail in excess of the retail price computed in accordance with the method stipulated in subparagraph (b) (1) herein shall be permitted, regardless of the number of transfers of the commodity which may occur in the Virgin Islands of the United States.

(c) *Price lists and statements*—(1) *Price lists to be filed by the seller at retail.* The seller at retail shall file with the Office of Price Administration in St. Thomas or St. Croix not later than January 3, 1944, a statement of the direct cost to the importer, his applicable multiplier and his maximum retail selling price for each class of millinery items in stock on the date when he submits his statement to the Office of Price Administration. Thereafter, the retailer shall notify the Office of Price Administration of his ceiling prices by filing a supplementary price list, setting forth the same information for each class of millinery items subsequently acquired by him within three days after placing such class of millinery items on sale.

(2) *Price statement required of the seller at wholesale.* Any person, including the importer, who sells millinery products to a buyer in the course of business shall furnish such buyer with a written statement of the direct cost of each class of millinery items to the importer, and shall certify this information to be true and correct.

[Sec. 31 added by Am. 10, 8 F.R. 16793, effective 12-27-43]

SEC. 32. *Maximum prices for cattle sold in the Virgin Islands of the United States*—(a) *Definitions.* When used in this section 32 the term:

(1) "Cattle" means all members of the domesticated bovine species.

(2) "Young cattle" means those cattle commonly accepted by the trade as young.

(3) "Old cattle" means those cattle commonly accepted by the trade as old.

(4) "Soup bones" means scrap soup bones only and does not include bones customarily sold as meat.

[Subparagraph (4) added by Am. 17, 9 F.R. 3857, effective 4-15-44]

(b) *Maximum prices.* The maximum prices for cattle sold in the Virgin Islands of the United States for slaughter shall be the applicable price given in Table XVIII below.

TABLE XVIII—MAXIMUM PRICES FOR CATTLE SOLD FOR SLAUGHTER

Description	Unit	Deliveries in the municipality of St. Croix	Deliveries in the municipality of St. Thomas and St. John
Young cattle	One pound	$0.085	$0.10
Old cattle	One pound	.08	.095

NOTE: Weights shall be established in accordance with the custom of the trade.

(c) *Evasion.* The maximum prices established in paragraph (b) of this section shall not be evaded, whether by direct or indirect methods, in connection with any change in the customary methods of weighing, or of delivery of cattle, or by any offer, solicitation, agreement, bid, or by way of any dividend, commission, service, transportation, or other charges or discount, premium or other privilege, or by tying-agreement, or other trade understanding, or by changing the customary methods or standards of grading or selection of such cattle, or in any other way. Any cooperative association engaged in the purchase of cattle from persons not members of the association may not grant "dividends", gratuities or other compensation to such non-members in order to achieve a higher than maximum price if the total payments thereby exceed the applicable prices established in Table XVIII; nor may nonmembers accept payment in such amount.

SEC. 33. *Maximum prices for locally produced beef and veal not inspected by the Federal (U. S.) Government.* (a) Maximum prices for locally produced beef and veal not inspected by the Federal (U. S.) Government during the production process and sold in the Virgin Islands of the United States shall be the applicable prices set forth below:

(1) *Sales in the municipality of St. Croix.*

TABLE XIX—MAXIMUM RETAIL PRICES FOR LOCALLY PRODUCED BEEF AND VEAL, NOT U. S. INSPECTED

Description	Unit	Maximum retail price
Soup, stew, boil meat	One pound	$0.22
Clear meat	One pound	.28
Roast meat (except standing ribs)	One pound	.27
Standing ribs	One pound	.24
Steaks:		
T-Bone, choice, sirloin, round steak	One pound	.27
Shoulder steak	One pound	.24
Filet	One pound	.60
Soup bones	One pound	.12
Liver, lungs and heart	One pound	.27
Tongue	One pound	.24
Kidneys, large	Each	.10
Kidneys, small	Each	.05

NOTE: Wholesale prices are subject to agreement between buyer and seller but may in no event exceed the maximum retail prices established in this table.

(2) *Sales in the municipality of St. Thomas and St. John.* (i) The maximum prices shall be the applicable price established in Table XIX except as provided in subdivision (ii) below.

TABLE XX—MAXIMUM RETAIL PRICES FOR LOCALLY PRODUCED BEEF AND VEAL, NOT U. S. INSPECTED

Description	Unit	Maximum retail price
Brain	Pair (two sections comprising one whole brain)	$0.12
Soup bones	One pound	.15
Filet	One pound	.60
All other cuts and classes of beef and veal, including edible byproducts	One pound	.28

NOTE: Prices at wholesale are subject to agreement between buyer and seller but may in no event exceed the applicable price established in this table.

(ii) The Virgin Islands Tourist Co., Inc., may add $0.10 per pound to the retail prices listed in Table XX above in computing its maximum retail prices at the Caneel Bay Plantation Resort, St. John, V. I.

SEC. 34. *Maximum prices for sheep and goats sold in the Virgin Islands of the United States*—(a) *Maximum prices.* The maximum prices for sheep and goats sold in the Virgin Islands of the United States for slaughter shall be the applicable price given in Table XXI below.

TABLE XXI—MAXIMUM PRICES FOR SHEEP AND GOATS SOLD FOR SLAUGHTER

Description	Unit	Deliveries in the municipality of St. Croix	Deliveries in the municipality of St. Thomas and St. John
Sheep	One pound	$0.10	$0.10
Goats	One pound	.07	.085

NOTE: Weights shall be established in accordance with the custom of the trade.

(b) *Evasion.* The maximum prices established in paragraph (a) of this section shall not be evaded, whether by direct or indirect methods, in connection with any change in the customary methods of weighing, or of delivery of sheep and goats, or by any offer, solicitation, agreement, bid or by way of dividend, commission, service, transportation, or other charges or discount, premium or privilege, or by tying-agreement, or other trade understanding, or in any other way. Any cooperative association engaged in the purchase of sheep and goats from persons not members of the association may not grant "dividends", gratuities or other compensation to such non-members in order to achieve a higher than maximum price if the total payments thereby exceed the applicable prices established in Table XXI; nor may nonmembers accept payment in such amount.

SEC. 35. *Maximum prices for locally produced sheep and goat mutton not inspected by the Federal (U. S.) Government.* (a) Maximum prices for locally produced sheep and goat mutton not inspected by the Federal (U. S.) Government during the production process and sold in the Virgin Islands of the United States shall be the applicable price set forth below:

(1) *Sales in the municipality of St. Croix.*

TABLE XXII—MAXIMUM RETAIL PRICES FOR LOCALLY PRODUCED SHEEP AND GOAT MUTTON NOT U. S INSPECTED

Description	Unit	Maximum retail price
Sheep mutton and lamb:		
Leg cuts	One pound	$0.32
Loin (roast)	One pound	.32
Chops	One pound	.32
Shoulder cuts	One pound	.32
Soup meat	One pound	.30
Stew meat	One pound	.30
Liver, heart and lungs	One pound	.32
Goat mutton, all cuts and classes of meat	One pound	.25

NOTE: Wholesale prices are subject to agreement between buyer and seller but may in no event exceed the maximum retail prices established in this table.

(2) *Sales in the municipality of St. Thomas and St. John.* (i) The maximum prices shall be the applicable price established in Table XXIII, except as provided in subdivision (ii) below.

TABLE XXIII—MAXIMUM RETAIL PRICES FOR LOCALLY PRODUCED SHEEP AND GOAT MUTTON, NOT U. S. INSPECTED

Description	Unit	Maximum retail price
Sheep mutton, all cuts and classes of meat	One pound	$0.30
Goat mutton, all cuts and classes of meat	One pound	.30

NOTE: Wholesale prices are subject to agreement between buyer and seller but in no event may exceed the maximum retail prices established in this table.

(ii) The Virgin Islands Tourist Company, Incorporated, may add $0.10 per pound to the retail prices listed in Table XXIII above in computing its maximum retail prices at the Caneel Bay Plantation Resort, St. John, V. I.

[Secs. 32 to 35, inclusive, added by Am. 14, 9 F.R. 2855, effective 3-6-44]

SEC. 36. *Maximum prices for new rubber tires and tubes and recapped tires, except bicycle tires and tubes, sold or delivered in the Virgin Islands of the United States*—(a) *Definitions.* When used in this section 36, the term:

(1) "New rubber tire and tube" means any rubber tire or tube that has been used less than 1,000 miles.

(2) "Recapped tire" means a rubber tire that has been recapped and has not been used on any vehicle since recapping.

(3) "Rubber" means all forms and types of rubber including synthetic rubber and reclaimed rubber.

(b) *Pricing method.* The maximum price at retail and at wholesale for new rubber tires and tubes and recapped tires, except bicycle tires and tubes, sold or delivered in the Virgin Islands of the United States shall be the direct cost of the tire or tube to the importer, multiplied by 1.38.

The maximum prices thus calculated may not be exceeded regardless of the number of transfers of the commodity within the Virgin Islands of the United States. Any person, including the importer, who sells or otherwise transfers any new or recapped tire or any new tube to another person for purposes of resale shall furnish such person with a written statement of the direct cost of each tire or tube to the importer, and shall certify this information to be true and correct.

[Sec. 36 added by Am. 16, 9 F.R. 3156, effective 3-28-44]

SEC. 37. *Maximum prices for laundry, dry cleaning or wet cleaning, and pressing services sold in the Municipality of St. Thomas and St. John*[1]—(a) *Definition.* When used in this section 37, the term:

(1) "Dry cleaning or wet cleaning" includes all customary pressing and finishing services.

(b) *Laundry services.* The maximum prices for laundry services sold by establishments, not including individual laundresses, located in the Municipality of St. Thomas and St. John shall be the applicable price set forth in the following table:

TABLE XXIV—MAXIMUM PRICES FOR LAUNDRY SERVICES IN THE MUNICIPALITY OF ST. THOMAS AND ST. JOHN

	Each
Aprons	$0.08
Bed head covers	.08
Brassieres	.10
Bath mats	.10
Bath robes	.25
Bedspreads, plain and light chenille	.25
Bedspreads, heavy chenille	.35
Blankets	.25
Blouses, plain	.15
Blouses, fancy	.25
Caps, doctors'	.05

[1] Maximum prices for laundry, dry cleaning and wet cleaning, and pressing services sold in the Municipality of St. Croix are governed by the General Maximum Price Regulation, as amended.

TABLE XXIV—MAXIMUM PRICES FOR LAUNDRY SERVICES IN THE MUNICIPALITY OF ST. THOMAS AND ST. JOHN—Continued.

	Each
Caps, cooks'	$0.10
Coats, men's	.40
Collars, men's, hard	.06
Collars, men's, soft	.05
Comforts, except silk	.25
Comforts, silk	.50
Drawers (shorts), men's	.06
Drawers (unionsuits or B. V. D.'s) men's	.10
Dresses, plain	.25
Dresses, pleated	.50
Dresses, silk or sharkskin	.50
Dungarees, pants only, and work pants	.25
Dungarees, jackets only	.15
Dungarees, combination	.40
Gowns, doctors'	.20
Handkerchiefs	[1].02
Housecoats	.50
Laundry bags	.05
Mattress covers	.15
Mosquito nets	[1].25
Neckties	.05
Nightgowns, except silk	.15
Nightgowns, silk	.25
Overalls, one piece	.25
Overalls, combination (two pieces)	.40
Pads, bed	.25
Pajamas, pair	[1].22
Pajamas, coats	.10
Pajamas, trousers	.12
Panties, except silk	.08
Panties, silk	.15
Pants, work	.25
Pants, except work pants and riding trousers	[1].35
Pillow cases	.05
Rugs, rag	.25
Sheets, regular	.15
Sheets, half	.08
Shirts, sport	.15
Shirts, white	.18
Shirts, colored	.15
Shirts, starched dress	.25
Shorts, play or sport	.20
Shower curtains	.12
Skirts, plain	.25
Slacks, ordinary	.35
Slacks, other	.40
Slack suits	.60
Socks, white, pair	.05
Socks, colored, pair	.04
Suits, ladies' cotton	.60
Suits, men's, except stuff (as serge)	[1].75
Suits, men's, stuff (as serge)	1.00
Sweaters, except wool	.30
Sweatshirts	.20
Tablecloths, ordinary only	.10
Table napkins	.03
Towels, bath	.06
Towels, face	.05
Towels, hand and kitchen	.04

[1] Hotels and resorts may charge the following maximum prices on the items listed below:

Coats, men's	$0.50
Drawers (shorts), men's	.10
Handkerchiefs	.03
Pajamas, silk only—otherwise as specified above	.35
Pants, men's, all	.50
Suits, men's	1.00

TABLE XXIV—MAXIMUM PRICES FOR LAUNDRY SERVICES IN THE MUNICIPALITY OF ST. THOMAS AND ST. JOHN

	Each
Towels, roller	$0.06
Trousers, riding	.50
Undershirts	.06
Uniforms, maids' and nurses'	.50

NOTE: The maximum prices for laundering articles not specifically mentioned in this table shall be determined by the seller on the basis of the maximum prices for laundry services of comparable difficulty, and must be in line with the listed prices.

The seller may add a surcharge not in excess of 25 per cent of the total charge for laundering items on a 24-hour service basis, if such service is specially requested by the customer.

(c) *Dry cleaning or wet cleaning services.* The maximum prices for dry cleaning or wet cleaning services sold in the Municipality of St. Thomas and St. John shall be the applicable price set forth in the following table:

TABLE XXV—MAXIMUM PRICES FOR DRY CLEANING OR WET CLEANING SERVICES IN THE MUNICIPALITY OF ST. THOMAS AND ST. JOHN

	Each
Suits, men's	$1.25
Coats, men's	.75
Pants, except flannel	.50
Pants, flannel	1.00
Dresses, plain	1.00
Dresses, half pleated	1.25
Dresses, full pleated	1.50
Evening gowns	(1)

[1] Exempt from price control by the Office of Price Administration.

NOTE: The maximum prices for dry cleaning or wet cleaning articles not specifically mentioned shall be determined by the seller on the basis of maximum prices for dry cleaning services of comparable difficulty, and must be in line with the listed prices.

The seller may add a surcharge not in excess of 25 per cent of the total charge for dry cleaning or wet cleaning items on a 24-hour service basis, if such service is specially requested by the customer.

(d) *Pressing services.* The maximum prices for pressing only, or sponging and pressing only, garments in the Municipality of St. Thomas and St. John shall be 50 cents per garment, except that the total price per suit may not exceed 75 cents.

[Sec. 37 added by Am. 17, 9 F.R. 3857, effective 4-15-44]

SEC. 38. *Maximum prices for imported piece goods sold or delivered in the Virgin Islands of the United States*—(a) *Definitions.* When used in this section 38, the term:

(1) "Piece goods" means all unused finished piece goods, yard goods and pound goods, 12 inches or more in width, consisting basically of wool or other animal fibre, cotton, rayon, silk, linen, oil-cloth or synthetic textile fibre by whatever process manufactured, whether commonly used for dress or other garment making or for industrial, utility or household purposes.

(2) "Imported piece goods" means piece goods not actually manufactured or produced in the Virgin Islands of the United States.

(3) "Foreign place" means any place outside of the continental United States and the territories and possessions of the United States.

(4) "Class of piece goods items" means a group of piece goods products having the same or similar description, all of which have identical maximum prices and are received by the seller in one delivery.

(b) *Maximum prices*—(1) *Piece goods directly imported from foreign places.* The maximum prices at retail and at wholesale of piece goods directly imported from a foreign place shall be governed by Maximum Price Regulation No. 201.

(2) *All other imported piece goods.* (i) Maximum retail prices for imported piece goods, except those directly imported from a foreign place, shall be computed by multiplying the direct cost to the importer by the applicable multiplier set forth in Table XXVI below:

TABLE XXVI—IMPORTED PIECE GOODS

	Sales in the Municipality of St. Thomas and St. John	Sales in the Municipality of St. Croix
Multiplier	1.35	1.50

[Table XXVI corrected 9 F.R. 4542, effective 4-22-44]

(ii) The wholesale prices for such imported piece goods are subject to agreement between buyer and seller, but in no event may the wholesale price exceed the seller's maximum retail price for the commodity.

(iii) No sales at retail of such imported goods in excess of the retail price computed in accordance with the method stipulated in sub-division (b) (2) (i) herein shall be permitted, regardless of the number of transfers of the commodity which may occur in the Virgin Islands of the United States.

(c) *Price lists and statements*—(1) *Price lists to be filed by the seller at retail.* The seller at retail shall file with the Office of Price Administration in St. Thomas or St. Croix not later than two weeks after the effective date a statement indicating the direct cost to the importer, his applicable multiplier and his maximum retail selling price for each class of piece goods items in his inventory on the date when he submits his statement to the Office of Price Administration. Thereafter, the retailer shall notify the Office of Price Administration of his ceiling prices by filing a supplementary price list setting forth similar information for each class of piece goods items subsequently acquired by him within three days after placing such class of piece goods items on sale. The inventory and supplementary price lists shall contain the following information:

(i) Description of class of piece goods items: type, brand, size, supplier's stock number if available.

(ii) The date of receipt (applicable only when filing the supplementary price list).

(iii) The name and address of the supplier.

(iv) The direct cost to the importer.

(v) The applicable multiplier (or markup).

(vi) The retailer's maximum price.

(2) *Price statement required of the seller at wholesale.* Any person, including the importer, who sells or transfers imported piece goods (except those subject to Maximum Price Regulation No. 201) to another person for purposes of resale shall furnish such person with a written statement of the direct cost of each class of such piece goods items to the importer, and shall certify this information to be true and correct.

[Sec. 38 added by Am. 18, 9 F.R. 4194, effective 4-22-44]

SEC. 39. *Maximum prices for hauling sugar cane in the Municipality of St. Croix*—(a) *Definitions.* When used in this section 39, the term "hauling" means the transportation of a commodity from one point to another by any person other than a common carrier by means of a motor vehicle and includes customary loading and unloading services.

(b) *Maximum prices.* The maximum prices for hauling sugar cane in the Municipality of St. Croix shall be the applicable price established in Table XXVII below:

TABLE XXVII—MAXIMUM PRICES FOR HAULING SUGAR CANE IN ST. CROIX

Distance	Unit	Maximum price
Up to 2.5 miles	100 pounds	$0.035
From 2.5 to 5 miles	100 pounds	.04
Over 5 miles	100 pounds	.05

[Sec. 39 added by Am. 19, 9 F.R. 6292, effective 6-12-44]

SEC. 40. *Maximum prices for locally produced pork not inspected by the Federal (U. S.) Government.* (a) Maximum prices for locally produced pork not inspected by the Federal (U. S.) Government during the production process and sold in the Virgin Islands of the United States shall be the applicable price given in Table XXVIII below:

TABLE XXVIII—MAXIMUM RETAIL PRICES FOR LOCALLY PRODUCED PORK, NOT U. S. INSPECTED

Description	Unit	Maximum retail price	
		Sales in the Municipality of St. Croix	Sales in the Municipality of St. Thomas and St. John
Head, feet	One pound	$0.13	$0.15
All other cuts and classes of pork including edible by-products	One pound	.30	.30

NOTES: The Virgin Islands Tourist Co., Inc. may add $0.10 per pound to the retail prices listed in Table XXVIII for sales in the Municipality of St. Thomas and St. John, in computing its maximum retail prices at the Caneel Bay Plantation Resort, St. John, V. I.

Wholesale prices are subject to agreement between buyer and seller, but may in no event exceed the maximum retail prices established in this table.

[Sec. 40 added by Am. 21, 9 F.R. 6457, effective 6-17-44]

SEC. 41. *Maximum prices for imported women's and girls' wear and accessories sold or delivered in the Virgin Islands of the United States*—(a) *Definitions.* When used in this section 41, the term:

(1) "Women's and girls' wear and accessories" means all unused feminine outerwear garments and underwear garments (not including children's and infants' wear sizes 0 to 6), hosiery, and the following accessories only:

Artificial flowers.
Belts.
Cuffs, collar and cuff sets.
Dress arm shields.
Garters.
Gloves.
Handbags.
Handkerchiefs.
Ribbons.
Sashes.
Scarfs.
Shawls.
Veils.

"Women's and girls' wear and accessories" does not include millinery as defined in section 31 (a) (1), shoes or articles of adornment for personal wear except as specified above.

"Women's and girls' wear and accessories" are grouped as follows:

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Group A:
All feminine outerwear garments having a direct cost to the importer of $5.00 or less per sales unit, including:
Aprons and uniforms.
Blouses and dickies.
Coats, jackets and jerkins.
Dresses and suits.
House coats, robes and lounging pajamas.
Play and sport clothes.
Rainwear garments.
Skirts.
Slacks and slack suits.
Sweaters.
Swim or beach wear (not including slippers).
All feminine underwear garments, including:
Brassieres.
Foundation garments.
Lingerie.
Negligees.
Nightwear.
Slips and panties.
Hosiery.
The following accessories only:
Artificial flowers.
Belts.
Cuffs, collar and cuff sets.
Dress arm shields.
Garters.
Gloves.
Handbags having a direct cost to the importer of $3.00 per unit or less.
Handkerchiefs.
Ribbons.
Sashes.
Scarfs.
Shawls.
Veils.

Group B:
All feminine outerwear garments having a direct cost to the importer of more than $5.00 per sales unit, including commodities listed thereunder in Group A.
Handbags having a direct cost to the importer of more than $3.00 per unit.

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Group A:
All feminine outerwear garments having a direct cost to the importer of $5.00 or less per sales unit, including:
Aprons and uniforms.
Blouses and dickies.
Coats, jackets and jerkins.
Dresses and suits.
House coats, robes and lounging pajamas.
Play and sport clothes.
Rainwear garments.
Skirts.
Slacks and slack suits.
Sweaters.
Swim or beach wear (not including slippers).

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Group A—Continued.
All feminine underwear garments, including:
Brassieres.
Foundation garments.
Lingerie.
Negligees.
Nightwear.
Slips and panties.
Hosiery.
The following accessories only:
Artificial flowers.
Belts.
Cuffs, collar and cuff sets.
Dress arm shields.
Garters.
Gloves.
Handbags having a direct cost to the importer of $3.00 per unit or less.
Handkerchiefs.
Ribbons.
Sashes.
Scarfs.
Shawls.
Veils.
Group B:
All feminine outwear garments having a direct cost to the importer of more than $5.00 per sales unit, including commodities listed thereunder in Group A.
Handbags having a direct cost to the importer of more than $3.00 per unit.

(2) "Sales unit" includes ready-made combinations of articles received from the supplier for sale at a unit price.

(3) "Imported" as applied to women's and girls' wear and accessories means women's and girls' wear and accessories not actually produced or manufactured in the Virgin Islands of the United States.

(4) "Foreign place" means any place outside of the continental United States and the Territories and Possessions of the United States.

(5) "Class of women's and girls' wear and accessories" means a group of products comprised of women's and girls' wear and accessories having the same or similar description, all of which have identical maximum prices and are received by the seller in one delivery.

(b) ***Maximum prices***—(1) *Women's and girls' wear and accessories directly imported from foreign places.* The maximum prices at retail and at wholesale of women's and girls' wear and accessories directly imported from a foreign place shall be governed by Maximum Price Regulation No. 201.

(2) *All other imported women's and girls' wear and accessories.* (i) Maximum retail prices for imported women's and girls' wear and accessories, other than those covered by paragraph (b) (1) above, shall be computed by multiplying the direct cost to the importer by the applicable multiplier set forth in Table XXIX below:

TABLE XXIX—WOMEN'S AND GIRLS' WEAR AND ACCESSORIES

Class of product:	Sales in the Municipality of St. Thomas and St. John	Sales in the Municipality of St. Croix
Group A	1.40	1.50
Group B	1.50	1.60

(ii) Notwithstanding the provisions of subparagraph (b) (2) (i), the seller may apply to the Territorial Director for the Virgin Islands for approval of a nationally advertised retail price for a commodity subject to this section when such commodity is nationally advertised by the manufacturer thereof. The applicant shall set forth:

(*a*) A description of the article to be priced;

(*b*) Conclusive evidence that the manufacturer has established a nationally advertised resale price at retail;

(*c*) A statement of the direct cost of the article to the importer;

(*d*) A correct statement of such nationally advertised price. The Territorial Director may in his discretion approve such nationally advertised resale price as the maximum retail price of the seller. Unless the seller makes such application, and unless the Territorial Director approves such resale price, the retailer may not sell such article at prices in excess of those established in paragraph (b) (2) (i) above.

(iii) The wholesale prices for such imported women's and girls' wear and accessories shall be subject to agreement between buyer and seller, but in no event may the wholesale price exceed the seller's maximum retail price for the commodity.

(iv) No sales at retail of such imported women's and girls' wear and accessories in excess of the retail price computed in accordance with the method set forth in subparagraph (b) (2) (i), or (b) (2) (ii) above, whichever is applicable, shall be permitted, regardless of the number of transfers of the commodity which may occur in the Virgin Islands of the United States.

(c) ***Price lists and statements***—(1) *Price lists to be filed by the seller at retail.* The seller at retail shall file with the Office of Price Administration in St. Thomas or St. Croix not later than July 10, 1944, a statement indicating the direct cost to the importer, his applicable multiplier and his maximum retail selling price for each class of women's and girls' wear and accessories covered by this section which he has in his inventory on the date when he submits his statement to the Office of Price Administration. Thereafter, the retailer shall notify the Office of Price Administration of his ceiling prices by filing a supplementary price list setting forth similar information for each class of such imported women's and girls' wear and accessories within three days after placing such class of women's and girls' wear and accessories on sale. The inventory and supplementary price lists shall contain the following information:

(i) A description of class of women's and girls' wear and accessories: type, brand, size, supplier's stock number if available;

(ii) The date of receipt (applicable only when filing the supplementary price list);

(iii) The name and address of the supplier;

(iv) The direct cost to the importer;

(v) The applicable multiplier (or markup);

(vi) The retailer's maximum price.

(2) *Price statement required of the seller at wholesale.* Any person, including the importer, who sells or transfers women's and girls' wear and accessories (except those subject to Maximum Price Regulation 201) to another person for purposes of resale shall furnish such person with a written statement of the direct cost of each class of such women's and girls' wear and accessories to the importer, and shall certify this information to be true and correct.

[Sec. 41 added by Am. 22, 9 F.R. 6773, effective 6-26-44]

SEC. 42. *Maximum prices for imported men's and boys' wear and accessories sold or delivered in the Virgin Islands of the United States* — (a) *Definitions.* When used in this section 42, the term:

(1) "Men's and boys' wear and accessories" includes all unused masculine outerwear garments and underwear garments (not including children's and infants' wear sizes 0 to 6), hosiery, and the following accessories only:

Armbands.
Athletic supporters.
Belts.
Garters.
Gloves.
Handkerchiefs.
Neckties and neckwear.
Suspenders.

"Men's and boys' wear and accessories" does not include millinery as defined in section 31 (a) (1), shoes or articles of adornment for personal wear except as specified above.

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Group A:
All items of men's and boys' wear and accessories, except those listed under Group B, and including men's and boys' suits not directly imported from the continental United States.
Group B:
Men's and boys' suits directly imported from the continental United States.
Neckties.

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Men's and boy's suits not directly imported from the continental United States.
Group B:
All items of men's and boys' wear and accessories, except those listed under Group A, and including men's and boys' suits directly imported from the continental United States.

(2) "Imported" as applied to men's and boys' wear and accessories means men's and boys' wear and accessories not actually produced or manufactured in the Virgin Islands of the United States.

(3) "Foreign place" means any place outside of the continental United States and the Territories and Possessions of the United States.

(4) "Class of men's and boys' wear and accessories" means a group of products comprised of men's and boys' wear and accessories having the same or similar description, all of which have identical maximum prices and are received by the seller in one delivery.

(b) ***Maximum prices***—(1) *Specified articles when directly imported from foreign places.* The maximum prices at retail and at wholesale of the men's and boys' wear and accessories listed below, when directly imported from a foreign place, shall be governed by Maximum Price Regulation No. 201.

Belts.
Handkerchiefs.
Hosiery.
Neckties.
Sweaters.

(2) *All other imported articles.* (i) Maximum retail prices for imported men's and boys' wear and accessories, other than those covered by paragraph (b) (1) above, shall be computed by multiplying the direct cost to the importer by the applicable multiplier set forth in Table XXX below:

TABLE XXX—MEN'S AND BOYS' WEAR AND ACCESSORIES

Class of products	Sales in the municipality of St. Thomas and St. John	Sales in the municipality of St. Croix
Group A	1.40	1.40
Group B	1.50	1.50

(ii) Notwithstanding the provisions of paragraph (b) (2) (i), the seller may apply to the Territorial Director for the Virgin Islands for approval of a nationally advertised retail price for a commodity subject to this section when such commodity is nationally advertised by the manufacturer thereof. The applicant shall set forth:

(*a*) A description of the article to be priced;

(*b*) Conclusive evidence that the manufacturer has established a nationally advertised resale price at retail;

(*c*) A statement of the direct cost of the article to the importer;

(*d*) A correct statement of such nationally advertised price. The Territorial Director may in his discretion approve such nationally advertised resale price as the maximum retail price of the seller. Unless the seller makes such application, and unless the Territorial Director approves such resale price, the retailer may not sell such article at prices in excess of those established in paragraph (b) (2) (i) above.

(iii) The wholesale prices for such imported men's and boys' wear and accessories shall be subject to agreement between buyer and seller, but in no event may the wholesale price exceed the seller's maximum retail price for the commodity.

(iv) No sales at retail of such imported men's and boys' wear and accessories in excess of the retail price computed in accordance with the method set forth in paragraph (b) (1) (i) or (b) (1) (ii) above, whichever is applicable, shall be permitted, regardless of the number of transfers of the commodity which may occur in the Virgin Islands of the United States.

(c) *Price lists and statements*—(1) *Price lists to be filed by the seller at retail.* The seller at retail shall file with the Office of Price Administration in St. Thomas or St. Croix not later than July 17, 1944, a statement indicating the direct cost to the importer, his applicable multiplier and his maximum retail selling price for each class of men's and boys' wear and accessories covered by this section which he has in his inventory on the date when he submits his statement to the Office of Price Administration. Thereafter, the retailer shall notify the Office of Price Administration of his ceiling prices by filing a supplementary price list setting forth similar information for each class of men's and boys' wear and accessories subsequently acquired by him within three days after placing such class of imported men's and boys' wear and accessories on sale. The inventory and supplementary price lists shall contain the following information:

(i) Description of class of men's and boys' wear and accessories: type, brand, size, supplier's stock number if available;

(ii) The date of receipt (applicable only when filing the supplementary price list);

(iii) The name and address of the supplier;

(iv) The direct cost to the importer;

(v) The applicable multiplier (or markup);

(vi) The retailer's maximum price.

(2) *Price statement required of the seller at wholesale.* Any person, including the importer, who sells or transfers men's and boys' wear and accessories (except those subject to Maximum Price Regulation 201) to another person for purposes of resale shall furnish such person with a written statement of the direct cost of each class of such men's and boys' wear and accessories to the importer, and shall certify this information to be true and correct.

[Sec. 42 added by Am. 23, 9 F.R. 6816, effective 7-3-44]

SEC. 43. *Maximum prices for imported children's and infants' wear sold or delivered in the Virgin Islands of the United States*—(a) *Definitions.* When used in this section 43 the term:

(1) "Children's and infants' wear" includes all children's wear in girls' sizes 2–6, and boys' sizes 2–6, and all infants' wear in sizes 0–2, and includes boys', girls' and infants' outerwear, underwear, nightwear, hosiery, bootees and socks, harnesses, bibs, binders, diapers, and miscellaneous articles of children's and infants' wear made principally of fabric, and includes infants' footwear and headwear, but does not include boys' and girls' millinery and shoes.

(2) "Imported" as applied to children's and infants' wear means children's and infants' wear not actually produced or manufactured in the Virgin Islands of the United States.

(3) "Foreign place" means any place outside of the continental United States and the Territories and Possessions of the United States.

(4) "Class of children's and infants' wear" means a group of products comprised of children's and infants' wear having the same or similar description, all of which have identical maximum prices and are received by the seller in one delivery.

(b) ***Maximum prices***—(1) *Children's and infants' wear directly imported from foreign places.* The maximum prices at retail and at wholesale of children's and infants' wear directly imported from a foreign place shall be governed by Maximum Price Regulation No. 201.

(2) *All other imported children's and infants' wear.* (i) Maximum retail prices for imported children's and infants' wear, other than those covered by paragraph (b) (1) above, shall be computed by multiplying the direct cost to the importer by the applicable multiplier set forth in Table XXXI below:

TABLE XXXI—CHILDREN'S AND INFANTS' WEAR

	Sales in the municipality of St. Thomas and St. John	Sales in the municipality of St. Croix
Multiplier	1.35	1.50

(ii) Notwithstanding the provisions of paragraph (b) (2) (i), the seller may apply to the Territorial Director for the Virgin Islands for approval of a nationally advertised retail price for a commodity subject to this section when such commodity is nationally advertised by the manufacturer thereof. The applicant shall set forth:

(*a*) A description of the article to be priced;

(*b*) Conclusive evidence that the manufacturer has established a nationally advertised resale price at retail;

(*c*) A statement of the direct cost of the article to the importer;

(*d*) A correct statement of such nationally advertised price.

The territorial Director may in his discretion approve such nationally advertised resale price as the maximum retail price of the seller. Unless the seller makes such application, and unless the Territorial Director approves such resale price, the retailer may not sell such article at prices in excess of those established in paragraph (b) (2) (i) above.

(iii) The wholesale prices for such imported children's and infants' wear shall be subject to agreement between buyer and seller, but in no event may the wholesale price exceed the seller's maximum retail price for the commodity.

(iv) No sales at retail of such imported children's and infants' wear in excess of the retail price computed in accordance with the method set forth in paragraph (b) (2) (i) or (b) (2) (ii) above, whichever is applicable, shall be permitted, regardless of the number of transfers of the commodity which may occur in the Virgin Islands of the United States.

(c) *Price lists and statements*—(1) *Price lists to be filed by the seller at retail.* The seller at retail shall file with the Office of Price Administration in St. Thomas or St. Croix not later than July 24, 1944, a statement indicating the direct cost to the importer, his applicable multiplier and his maximum retail selling price for each class of children's and infants' wear covered by this section which he has in his inventory on the date when he submits his statement to the Office of Price Administration. Thereafter, the retailer shall notify the Office of Price Administration of his ceiling prices by filing a supplementary price list setting forth similar information for each class of such imported

children's and infants' wear subsequently acquired by him within three days after placing such class of imported children's and infants' wear on sale. The inventory and supplementary price lists shall contain the following information:

(i) Description of class of children's and infants' wear: type, brand, size, supplier's stock number, if available;

(ii) The date of receipt (applicable only when filing the supplementary price list);

(iii) The name and address of the supplier;

(iv) The direct cost to the importer;

(v) The applicable multiplier (or markup);

(vi) The retailer's maximum price.

(2) *Price statement required of the seller at wholesale.* Any person, including the importer, who sells or transfers children's and infants' wear (except those subject to Maximum Price Regulation 201) to another person for purposes of resale shall furnish such person with a written statement of the direct cost of each class of such children's and infants' wear to the importer, and shall certify this information to be true and correct.

[Sec. 43 added by Am. 24, 9 F. R. 6816, effective 7-10-44]

SEC. 44. *Maximum prices for certain imported domestics, household sundries and miscellaneous dry goods sold or delivered in the Virgin Islands of the United States*—(a) *Definitions.* When used in this section 44, the term:

(1) "Domestics, household sundries and miscellaneous dry goods" means those unused finished commodities, articles, products and materials listed in Group A and B below, whether or not made principally of fibre, woven fibre, paper, synthetics, rubber or composition, as follows:

MUNICIPALITY OF ST. THOMAS AND ST. JOHN

Group A:
- Awnings and porch curtains.
- Batting materials.
- Bath mats.
- Bed linens, including sheets, pillow cases and pillow slips.
- Bedspreads and counterpanes.
- Blankets.
- Bureau scarfs.
- Cleaning rags.
- Curtains, including, but not confined to, shower curtains.
- Cushions, including, but not confined to, automobile seat cushions.
- Dish cloths.
- Doilies.
- Draperies.
- Dusting cloths.
- Dust shields for garments.
- Furniture covers.
- Hot dish holders.
- Laundry bags.
- Mops.
- Pads, mats and covers (readymade) including:
  - (1) Crib pads.
  - (2) Hot pads.
  - (3) Ironing board pads, mats and covers.
  - (4) Mattress pads, protectors and covers.
  - (5) Table pads, mats and covers, including those made of oilcloth, fabric, straw or other materials.
- Polishing cloths.
- Quilts.
- Shoe bags.

MUNICIPALITY OF ST. THOMAS AND ST. JOHN—continued.

Group A—Continued.
- Table linens, when not originally in sets; centerpieces, napkins, tablecloths (for sets, see Group B).
- Toilet seat covers.
- Towels, all kinds.
- Umbrellas and parasols.
- Wash cloths.

Group B:
- Table linens, when originally made up in sets; luncheon sets, dinner sets, bridge sets, centerpieces, napkins and table cloths.

MUNICIPALITY OF ST. CROIX

Group A:
- Bath mats.
- Bed linens, including sheets, pillow cases and pillow slips.
- Blankets.
- Dish cloths.
- Mops.
- Quilts.
- Towels, all kinds.
- Wash cloths.

Group B:
- Awnings and porch curtains.
- Batting materials.
- Bedspreads and counterpanes.
- Bureau scarfs.
- Cleaning rags.
- Comforters.
- Curtains, including, but not confined to shower curtains.
- Cushions, including, but not confined to automobile seat cushions.
- Doilies.
- Draperies.
- Dusting cloths.
- Dust shields for garments.
- Hot dish holders.
- Hot pot holders.
- Laundry bags.
- Pads, mats and covers (readymade) including:
  - (1) Crib pads.
  - (2) Hot pads.
  - (3) Ironing board pads, mats and covers.
  - (4) Mattress pads, protectors and covers.
  - (5) Table pads, mats and covers, including those made of oilcloth, fabric, straw or other materials.
- Polishing cloths.
- Shoe bags.
- Table linens, including centerpieces, napkins, table cloths, luncheon sets, dinner sets, bridge sets.
- Toilet seat covers.
- Umbrellas and parasols.

(2) "Imported" as applied to domestics, household sundries and miscellaneous dry goods means domestics, household sundries and miscellaneous dry goods not actually produced or manufactured in the Virgin Islands of the United States.

(3) "Foreign place" means any place outside of the continental United States and the Territories and Possessions of the United States.

(4) "Class of domestics, household sundries and miscellaneous dry goods items" means a group of products comprised of domestics, household sundries and miscellaneous dry goods having the same or similar description, all of which have identical maximum prices and are received by the seller in one delivery.

(b) *Maximum prices*—(1) *Specified articles when directly imported from foreign places.* The Maximum prices at retail and at wholesale of the domestics, household sundries and miscellaneous dry goods listed below, when directly imported from a foreign place, shall be governed by Maximum Price Regulation No. 211:[9]

Bedspreads and counterpieces.
Bureau scarfs.
Doilies.
Table linens.
Towels.
Wash cloths.

(2) *All other imported articles.* (i) Maximum retail prices for imported domestics, household sundries and miscellaneous dry goods, other than those covered by subparagraph (b) (1) above, shall be computed by multiplying the direct cost to the importer by the applicable multiplier set forth in Table XXXII below:

TABLE XXXII—IMPORTED DOMESTICS, HOUSEHOLD SUNDRIES AND MISCELLANEOUS DRY GOODS

Class of products	Sales in the Municipality of St. Thomas and St. John	Sales in the Municipality of St. Croix
Group A	1.40	1.40
Group B	1.50	1.50

(ii) Notwithstanding the provisions of subparagraph (b) (2) (i), the seller may apply to the Territorial Director for the Virgin Islands for approval of a nationally advertised retail price for a commodity subject to this section when such commodity is nationally advertised by the manufacturer thereof. The applicant shall set forth:

(a) A description of the article to be priced;

(b) Conclusive evidence that the manufacturer has established a nationally advertised resale price at retail;

(c) A statement of the direct cost of the article to the importer;

(d) A correct statement of such nationally advertised price. The Territorial Director may in his discretion approve such nationally advertised resale price as the maximum retail price of the seller. Unless the seller makes such application, and unless the Territorial Director approves such resale price, the retailer may not sell such article at prices in excess of those established in subparagraph (b) (2) (i) above.

(iii) The wholesale prices for such imported domestics, household sundries and miscellaneous dry goods shall be subject to agreement between buyer and seller, but in no event may the wholesale price exceed the seller's maximum retail price for the commodity.

(iv) No sales at retail of such imported domestics, household sundries and miscellaneous dry goods in excess of the retail price computed in accordance with the method set forth in subparagraph (b) (2) (i) above shall be permitted, regardless of the number of transfers of the commodity which may occur in the Virgin Islands of the United States.

(c) *Price lists and statements*—(1) *Price lists to be filed by the seller at retail.* The seller at retail shall file with the Office of Price Administration in St. Thomas or St. Croix not later than July 31, 1944, a statement indicating the direct cost to the importer, his applicable multiplier and his maximum retail sell-

[9] 7 F.R. 6828, 7406, 7322, 7813, 8237, 8943, 8946; 8 F.R. 11249, 12634.

ing prices for each class of imported domestics, household sundries and miscellaneous dry goods items covered by this section which he has in his inventory on the date when he submits his statement to the Office of Price Administration. Thereafter, the retailer shall notify the Office of Price Administration of his ceiling prices by filing a supplementary price list setting forth similar information for each class of such imported domestics, household sundries and miscellaneous dry goods items subsequently acquired by him within three days after placing such class of domestics, household sundries and miscellaneous dry goods items on sale. The inventory and supplementary price lists shall contain the following information:

(i) Description of class of household sundries and miscellaneous dry goods items: type, brand, size, supplier's stock number, if available;

(ii) The date of receipt (applicable only when filing the supplementary price list);

(iii) The name and address of the supplier;

(iv) The direct cost to the importer;

(v) The applicable multiplier (or markup);

(vi) The retailer's maximum price.

(2) *Price statement required of the seller at wholesale.* Any person, including the importer, who sells or transfers imported domestics, household sundries and miscellaneous dry goods (except those subject to Maximum Price Regulation 201) to another person for purposes of resale shall furnish such person with a written statement of the direct cost of each class of such domestics, household sundries and miscellaneous dry goods items to the importer, and shall certify this information to be true and correct.

[Sec. 44 added by Am. 25, 9 F.R. 6774, effective 7-17-44]

SEC. 45. *Maximum prices for imported shoes sold or delivered in the Virgin Islands of the United States*—(a) *Definitions.* When used in this section 45, the term:

(1) "Shoes" means all customary forms of unused footwear (except hosiery) for men, boys, women, misses and children, including, but not limited to, street, evening, play, sport, beach, work shoes and slippers, moccasins, sandals, bedroom and boudoir slippers, rainwear overshoes such as rubbers and galoshes, and similar types of shoes and slippers, but does not include infants' footwear. Shoes are grouped in the following classes:

Class A. Shoes purchased directly from a manufacturer in the continental United States.

Class B. Shoes not purchased directly from a manufacturer in the continental United States.

(2) "Purchased directly from a manufacturer in the continental United States" as applied to shoes means shoes invoiced by the manufacturer in the continental United States to the seller in the Virgin Islands of the United States.

(3) "Imported" as applied to shoes means shoes not actually produced or manufactured in the Virgin Islands of the United States.

(4) "Foreign place" means any place outside of the continental United States and the Territories and Possessions of the United States.

(5) "Class of shoe items" means a group of shoe products having the same or similar description, all of which have identical maximum prices and are received by the seller in one delivery.

(b) *Maximum prices.* (1) Maximum retail prices for imported shoes shall be computed by multiplying the direct cost to the importer by the applicable multiplier set forth in Table XXXIII below:

TABLE XXXIII—IMPORTED SHOES

Class of shoes	Multiplier: Sales in the municipality of St. Thomas and St. John	Multiplier: Sales in the municipality of St. Croix
A. Shoes purchased directly from a manufacturer in the continental United States.	1.70	1.70
B. Shoes not purchased directly from a manufacturer in the continental United States.	1.40 (except as noted).[1]	1.50 (except as noted)[1]

[1] NOTE: Shoes made in Cuba, Mexico or any foreign place in the West Indies, Central America or South America and directly imported from a foreign place by the seller in the Virgin Islands of the United States shall be governed by Maximum Price Regulation No. 201.

[Table amended by Am. 28, 9 F.R. 7424, effective 7-24-44]

(2) Notwithstanding the provisions of subparagraph (b) (1), the seller may apply to the Territorial Director for the Virgin Islands for approval of a nationally advertised retail price for a commodity subject to this section when such commodity is nationally advertised by the manufacturer thereof. The applicant shall set forth:

(i) A description of the article to be priced;

(ii) Conclusive evidence that the manufacturer has established a nationally advertised resale price at retail;

(iii) A statement of the direct cost of the article to the importer;

(iv) A correct statement of such nationally advertised price.

The Territorial Director may in his discretion approve such nationally advertised resale price as the maximum retail price of the seller. Unless the seller makes such application, and unless the Territorial Director approves such resale price, the retailer may not sell such article at prices in excess of those established in subparagraph (b) (1) above.

(3) The wholesale prices for such imported shoes shall be subject to agreement between the buyer and seller, but in no event may the wholesale price exceed the seller's maximum retail price for the commodity.

(4) No sales at retail of such imported shoes in excess of the retail price computed in accordance with the method set forth in subparagraph (b) (1) above shall be permitted, regardless of the number of transfers of the commodity which may occur in the Virgin Islands of the United States.

(c) *Price lists and statements*—(1) *Price lists to be filed by the seller at retail.* The seller at retail shall file with the Office of Price Administration in St. Thomas or St. Croix not later than August 7, 1944, a statement indicating the direct cost to the importer, his applicable multiplier and his maximum retail selling price for each class of imported shoes covered by this section which he has in his inventory on the date when he submits his statement to the Office of Price Administration. Thereafter, the retailer shall notify the Office of Price Administration of his ceiling prices by filing a supplementary price list setting forth similar information for each class of such imported shoe items subsequently acquired by him within three days after placing such class of imported shoe items on sale. The inventory and supplementary price lists shall contain the following information:

(i) Description of class of imported shoe items: type, brand, size, supplier's stock number, if available;

(ii) The date of receipt (applicable only when filing the supplementary price list);

(iii) The name and address of the supplier;

(iv) The direct cost to the importer;

(v) The applicable multiplier (or markup);

(vi) The retailer's maximum price.

(2) *Duplicate invoice to be filed by the seller purchasing directly from a manufacturer in the continental United States.* Any seller purchasing shoes directly from a manufacturer in the continental United States and establishing his maximum prices in accordance with the method stipulated for Class A shoes in paragraph (b) (1) of this section shall file a copy of his purchase invoice for such shoes with the Office of Price Administration in St. Thomas or St. Croix at the time when he files the inventory or supplementary price list required in subparagraph (c) (1) above. The seller shall certify such copy of the purchase invoice to be true and correct.

[Sec. 45 added by Am. 26, 9 F.R. 6776, effective 7-24-44]

Effective date. This regulation shall become effective May 25, 1943. [MPR 395 originally issued May 18, 1943]

[Effective dates of amendments are shown in notes following the parts affected]

NOTE: All reporting and record-keeping requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 22d day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10966; Filed, July 22, 1944; 11:45 a. m.]

PART 1499—COMMODITIES AND SERVICES

[Rev. SR 1,[1] Amdt. 68]

WHEAT PRODUCTS

A statement of the considerations involved in the issuance of this amendment

[1] 9 F.R. 3581, 3590, 4391, 4948, 5268, 5996, 6570, 6648, 7077, 7524, 7425, 7579, 7500, 7710, 7834.

has been issued simultaneously herewith and has been filed with the Division of

ARTICLE IV—MAXIMUM PRICES

Sec.
14. Revoked.
83. Maximum prices for men's and boys' wear at wholesale and retail.

SEC. 4. *Relation to other regulations.* (a) The sale of commodities not otherwise governed by this Maximum Price Regulation No. 279 shall be governed by Maximum Price Regulation No. 188, as amended from time to time, unless revoked or modified by the Office of Price Administration.

(b) Any seller or group of sellers may apply for adjustment of a maximum price or for the establishment of a maximum price for a commodity or service not covered by this regulation. Such application shall be filed with the Office of Price Administration, Washington, D. C., Ref: MPR 279, and shall set forth the reasons why the applicant believes that the maximum prices established by this regulation are not generally fair and equitable and why the maximum prices should be established for the commodity or service. The Office of Price Administration may make such adjustment or establish such maximum price as it determines to be generally fair and equitable and will give due consideration to the prices prevailing between October 1 and October 15, 1941, inclusive, for the commodity or service involved. Upon the granting of such application, the Office of Price Administration shall issue a supplementary regulation establishing the maximum price for the commodity or service involved.

(c) Any seller or group of sellers may apply for adjustment of a maximum price established by this regulation. Such application shall be filed with the Office of Price Administration, Washington, D. C., Ref: MPR 279, and shall set forth the reasons why the applicant believes that the maximum price established by this regulation is not generally fair and equitable and why the maximum price should be adjusted. The Office of Price Administration may make such adjustment as it determines to be generally fair and equitable and will give due consideration to the prices prevailing between October 1 and October 15, 1941, inclusive, for the commodity involved. Upon the granting of such application, the Office of Price Administration shall issue a supplementary regulation establishing the maximum price for the commodity involved.

(d) Nothing contained in this regulation shall relieve any person from the provisions of any other regulation, order or requirement issued by the Office of Price Administration, except as specifically provided herein.

SEC. 5. *Evasion.* (a) The price limitations set forth in this regulation may not be evaded, whether by direct or indirect means. Among the practices which are prohibited as evasions of the price limitations set forth in this regulation are the following:

(1) Commodities are offered for sale, and may be posted by price lines if the selling price of each commodity is marked thereon. The maximum prices shall be indicated

has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Section 2.3 (p) (1) (i) is amended to read as follows:

(i) The following wheat products: ground wheat, malted wheat, heavy bran flakes.

This amendment shall become effective July 27, 1944.

Issued this 22d day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10967; Filed, July 22, 1944; 11:45 a. m.]

PART 1418—TERRITORIES AND POSSESSIONS

[MPR 373[1] incl. Amdts. 1-72]

MAXIMUM PRICES IN THE TERRITORY OF HAWAII

This compilation of Maximum Price Regulation 373 includes Amendment 72, effective June 28, 1944. The items in the table amended by Amendment 72 are indicated by note.

A statement of the considerations involved in the issuance of this regulation has been issued simultaneously herewith and has been filed with the Division of the Federal Register.[2]

§ 1418.151 *Maximum prices in the Territory of Hawaii.* Under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Order No. 9250, Maximum Price Regulation No. 373 (Maximum Prices in the Territory of Hawaii), which is annexed hereto and made a part hereof, is hereby issued.

AUTHORITY: § 1418.151 issued under 56 Stat. 23, 765; 57 Stat. 566; Pub. Law 388, 78th Cong.; E. O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681.

MAXIMUM PRICE REGULATION NO. 373—MAXIMUM PRICES IN THE TERRITORY OF HAWAII

ARTICLE I—PROHIBITIONS AND SCOPE OF REGULATION

Sec.
1. Prohibition against dealing in certain commodities at prices above the maximum.
2. Less than maximum prices.
3. To what transactions, commodities and persons these ceilings apply.
4. Relation to other regulations.
5. Geographical applicability.

ARTICLE II—TERMS OF SALE

6. Prohibited practices.
7. Fractional prices for commodities sold at retail.

ARTICLE III—MISCELLANEOUS

8. Petitions for amendment.
9. Applications for adjustment.
10. Records and reports.
11. Enforcement and licensing.
12. Definitions.
13. Effective date.

ARTICLE IV—MAXIMUM PRICES

Sec.
14. Revoked.
15. Table II: Maximum prices for certain foor products sold in the Territory of Hawaii.
16. Revoked.
17. Table IV: Maximum prices for sugar.
18. Table V: Maximum price for sales of fats and oils and canned meats in the Island of Oahu only.
19. Maximum slaughterers' and wholesalers' prices for mainland meat products and certain mainland dairy products, and maximum prices for Island meats, hogs, rabbits, poultry and eggs sold by slaughterers, wholesalers and producers.
19a. Sales at retail of Island meats, poultry, and certain dairy products.
19b. Ceiling prices for sales at retail of mainland meats, meat products, poultry, eggs and certain dairy products.
20. Maximum prices for Island fish.
20a. Wholesalers' and retailers' maximum prices for sales of imported frozen fish on the Island of Oahu.
21. Table VIII: Maximum prices for fresh fruits and fresh vegetables.
22. Table IX: Maximum prices for petroleum products.
23. Revoked.
24. Table XI: Maximum prices for retreaded and recapped rubber tires and retreading and recapping rubber tires.
25. Maximum prices for intoxicating liquor, wine, beer and ale sold by the case or bottle at wholesale and retail.
25a. Maximum prices for intoxicating liquor, wine, beer and ale drinks served or sold by dispensers for consumption on the premises.
26. Table XIII: Maximum prices for war bicycles.
27. Table XIV: Maximum prices for sale and rental of used typewriters.
28. Table XV: Maximum prices for soft drinks.
29. Table XVI: Maximum prices for used refrigerators.
30. Table XVII: Maximum prices for household mechanical refrigerators.
31. Table XVIII: Maximum prices for Hawaiian standard blackout bulbs and motor headlight blackout services.
32. Table XIX: Maximum prices for "Kills 'Em Roach Spray".
33. Table XX: Maximum prices for cosmetics.
34. Table XXI: Maximum prices for candy.
35. Table XXII: Maximum prices for phonograph records and albums.
36. Table XXIII: Maximum prices for sanitary napkins.
37. Table XXIV: Maximum prices for new radio receivers, phonographs, record changers and players.
38. Table XXV: Maximum prices for honey.
39. Maximum prices for lauhala and lauhala products.
40. Revoked.
41. Table XXVIII: Maximum prices at retail for certain grocery items.
41a. Table XXVIIIa: Maximum prices at wholesale for certain grocers items.
42. Revoked.
43. Table XXX: Maximum prices for used washing machines.
44. Table XXXI: Maximum prices for power laundry services.
45. Revoked.
46. Maximum millers', producers' and roasters' prices for Kona coffee sold or delivered in the Territory of Hawaii.
47. Maximum prices for shoes and slippers at wholesale and at retail.
48. Maximum prices for hauling on the Island of Molokai.
49. Maximum prices for taro and poi.
50. Maximum prices for Niihau shell leis.
51. Maximum prices for used tires and tubes.
52. Maximum prices for women's and girls' wear and accessories at wholesale and retail.
53. Maximum prices for men's and boys' wear at wholesale and retail.
54. Maximum prices for all sales of second hand or used lumber at wholesale and retail.
55. Maximum wholesale and retail prices for frozen shrimp and prawn.
56. Maximum prices for distribution yard sales of softwood.
57. Maximum prices for used passenger automobiles.
58. Maximum prices for textile printing.
60. Maximum prices for finished piece goods at wholesale and retail.
61. Maximum prices for children's and infants' wear at wholesale and retail.
62. Maximum prices for domestics at wholesale and retail.
63. Maximum prices for bamboo rakes.
64. Ceiling prices for sales of imported luggage at wholesale and retail.
65. Maximum prices for sales of feeds for animals and poultry.
66. Maximum prices for molasses.
67. Ceiling prices for sales of imported furniture and bedding at wholesale and retail, and for sales of locally manufactured furniture and bedding at retail.
68. Manufacturer's ceiling prices for sales of locally produced furniture and bedding.

ARTICLE I—PROHIBITIONS AND SCOPE OF REGULATION

SECTION 1. *Prohibition against dealing in certain commodities at prices above the maximum.* (a) Maximum prices are established as follows:

(1) Regardless of any contract, agreement, lease, or other obligation or of any price regulation or order heretofore issued by the Office of Price Administration, no person to whom this regulation is applicable shall sell or deliver and no person in the course of trade or business shall buy or receive in the Territory of Hawaii any of the commodities set forth in this regulation at a price higher than the maximum prices specified herein; and no person shall offer, solicit or attempt to do any of the foregoing.

[Subparagraph (1) amended by Am. 16, 8 F.R. 13023, effective 5-19-43]

SEC. 2. *Less than maximum prices.* Lower prices than those set forth in this Maximum Price Regulation No. 373 may be charged, demanded, paid, or offered.

SEC. 3. *To what transactions, commodities and persons these ceilings apply—*(a) *What transactions are covered.* This regulation covers sales within the Territory of Hawaii, unless otherwise provided herein, of the commodities enumerated below. The type of transaction covered, whether wholesale, retail, or both, is specified in each table.

(b) *What products are covered.* This regulation covers the commodities enumerated below.

(c) *What persons are covered.* Any person who sells or, in the usual course of business buys, any commodity enumerated below is subject to this regulation. The term "person" includes an individual, corporation, partnership, association, or any other organized group; their legal successors or representatives; the United States, or any government or any of its political subdivisions; or any agency of any of the foregoing.

[Sec. 3 amended by Am. 28, 8 F.R. 16997, effective 12-23-43]

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*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 5388.

[2] Statements of Considerations are also issued simultaneously with amendments. Copies may be obtained from the Office of Price Administration.

SEC. 4. *Relation to other regulations.* (a) The sale of commodities not otherwise governed by this Maximum Price Regulation No. 373 shall be covered by the General Maximum Price Regulation for Hawaii and other price regulations applicable to sales within the Territory of Hawaii.

(b) This Maximum Price Regulation No. 373 supersedes the applicable provisions of General Order No. 49.[1]

SEC. 5. *Geographical applicability.* (a) The provisions of this Maximum Price Regulation No. 373 shall be applicable in the territory of Hawaii unless otherwise provided herein.

ARTICLE II—TERMS OF SALE

SEC. 6. *Prohibited practices—*(a) *General.* Any device to obtain a higher-than-ceiling price without actually raising the dollar-and-cents price is as much a violation of this Maximum Price Regulation No. 373 as an outright over-ceiling price. This applies to devices making use of commissions, services, transportation arrangements, premiums, special privileges, tying agreements, combination sales, trade understandings and the like or by making discounts or other terms of sale more onerous to the purchaser than those in effect at the time any commodity became or may become subject to this regulation.

[Paragraph (a) amended by Am. 33, 9 F.R. 580, effective 12-16-43]

(b) *Adjustable pricing.* A price may not be made adjustable to a maximum price which will be in effect at some time after delivery of any commodity covered by this regulation has been completed, but the price may be adjustable to the maximum price in effect at the time of delivery.

SEC. 7. *Fractional prices for commodities sold at retail.* (a) Whenever provision is made in this regulation for the calculation of a maximum price not otherwise specified in dollars and cents, for the sale of a commodity at retail, and such calculation results in a fraction of a cent, then the amount so calculated shall be reduced to the nearest lower cent if the fraction is less than one-half cent, and shall be increased to the nearest higher cent, if the fraction is one-half cent or more.

ARTICLE III—MISCELLANEOUS

SEC. 8. *Petitions for amendment.* (a) Any person seeking an amendment of any provision of this Maximum Price Regulation No. 373 may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1;[2] *Provided, however,* That any such petition shall be filed with the Director of the Office of Price Administration for the Territory of Hawaii, Honolulu, T. H.

SEC. 9. *Applications for adjustment.* (a) Adjustment of a maximum price, for any commodity subject to this regulation, heretofore granted by the Office of the Military Governor for Hawaii, shall continue in full force and effect until revoked or modified by the Office of Price Administration.

(b) Any seller or group of sellers may apply for adjustment of a maximum price of a commodity established for him or them by this Maximum Price Regulation No. 373, or any order issued thereunder, when it appears:

(1) That there exists or threatens to exist in a particular locality a shortage in the supply of such commodity which aids directly in the war program or is essential to a standard of living consistent with the prosecution of the war; and

(2) That such local shortage will be substantially reduced or eliminated by adjusting the maximum prices of such seller and of like sellers for such commodity; and

(3) That such adjustment will not create or tend to create a shortage, or a need for increase in prices, in another locality, and will effectuate the purposes of the Emergency Price Control Act of 1942, as amended.

(c) Except as otherwise provided in this section 9, all applications for adjustment shall be filed in accordance with Procedural Regulation No. 7;[3] *Provided, however,* That the action to be taken thereunder by the Regional Administrator may be taken in like manner by the Director of the Office of Price Administration for the Territory of Hawaii.

SEC. 10. *Records and reports—*(a) *Records to be kept.* (1) Every person making sales at other than retail of the Commodities subject to this Maximum Price Regulation No. 373 shall, on and after the date any such commodity becomes subject to this regulation, keep for inspection by the Office of Price Administration, for a period of not less than one year, complete and accurate records of each purchase and each sale made by such person, showing the date thereof, the name and address of the buyer and seller, the direct cost thereof, the price paid or received, the markup charged and the quantity purchased or sold.

(2) Every person making sales at retail of the commodities subject to this Maximum Price Regulation No. 373 shall, on and after the date of any such commodity becomes subject to this regulation, keep for inspection by the Office of Price Administration, for a period of not less than one year, complete and accurate records of each purchase made by the seller, the date thereof, the name and address of the person selling to the seller, the direct cost thereof, the price paid, the quantity purchased, and the mark-up charged by the seller to the buyer.

(b) *Prices to be marked and posted.* (1) On and after the date any commodity becomes subject to this Maximum Price Regulation No. 373, every person offering to sell at retail any such commodity, shall mark the maximum price of such commodity in a manner plainly visible to and understandable by, the purchasing public. The maximum prices may be marked on the commodities themselves or may be posted at the place in the establishment where the commodities are offered for sale, and may be posted by price lines if the selling price of each commodity is marked thereon. The maximum prices shall be indicated in the form "Ceiling Price $------," or "Our Ceiling $------."

(c) *Sales slips and receipts.* (1) Every seller at retail of the commodities subject to this Maximum Price Regulation No. 373, who has customarily given purchasers sales slips or receipts, shall continue to do so. Upon request from a purchaser, every such seller, regardless of previous custom, shall give the purchaser a receipt showing the date, the name and address of the seller, the commodity sold, and the price received for it.

(d) *Notification of maximum retail prices by persons selling to retailers.* (1) Every person selling any of the commodities enumerated in the tables below, for which dollar-and-cents prices are established at retail, on and after the effective date of maximum prices established by this Maximum Price Regulation No. 373, before or at the time of the first delivery to each purchaser, shall supply the purchaser with a statement of the maximum retail prices set forth below for the commodity or commodities delivered.

SEC. 11. *Enforcement and licensing.* (a) Persons violating any provision of this Maximum Price Regulation No. 373 are subject to the criminal penalties, civil enforcement actions, suits for treble damages, and proceedings for revocation of licenses provided for by the Emergency Price Control Act of 1942, as amended, and Executive Order No. 9250.

(b) Persons who have evidence of any violation of this regulation or of any other regulation or order issued by the Office of Price Administration are urged to communicate with the nearest office of the Office of Price Administration.

(c) *Licensing.* The provisions of Licensing Order No. 1,[4] licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation or schedule. A seller's license may be suspended for violations of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

[Paragraph (c) amended by Supplementary Order 72, 8 F.R. 13244, effective 10-1-43]

SEC. 12. *Definitions.* (a) When used in this Maximum Price Regulation No. 373, except as otherwise provided herein, the terms:

(1) "Sale at retail" means a sale to an ultimate consumer. However, a sale to any of the following types of purchasers by a retail store, which regularly and customarily sells to ultimate consumers other than industrial, commercial or institutional users, shall be deemed a sale at retail:

(i) A commercial or industrial user of any item: *Provided,* Such sale does not affect the direct cost of material sold by the purchaser or the direct cost of any service rendered by such commercial or industrial user, or

(ii) The United States, or any government, or any of its subdivisions, any re-

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[1] 8 F.R. 3076.

[2] 9 F.R. 5791.

[3] 8 F.R. 5842, 6174.

[4] 8 F.R. 13240.

ligious, educational, or charitable institution for the sick, deaf, blind, disabled, aged or insane, or any school, hospital, library, or any agency of the foregoing.

[Subparagraph (1) amended by Am. 65, 9 F.R. 6817, effective 5-17-44]

(2) "Sale at wholesale" means a sale by a person who buys a commodity and resells it, without substantially changing its form, to any person other than an ultimate consumer and includes any sale to the United States, or any government, or any of its subdivisions, any religious, educational, or charitable institution for the sick, deaf, blind, disabled, aged, or insane, or any school, hospital, library, commercial or industrial user, or any agency of the foregoing, except as such sales come within the provisions of subparagraph (1) above.

[Subparagraph (2) amended by Am. 51, 9 F.R. 4245, effective 4-11-44; and Am. 65, 9 F.R. 6817, effective 5-17-44]

(3) "To deliver" means to transfer actual possession of the commodity to the purchaser or to any carrier, including a carrier owned or controlled by the seller, for shipment to the purchaser.

(4) "Records" includes books of account, sales lists, sales slips, orders, vouchers, contracts, receipts, invoices, bills of lading, and other papers and documents.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942, as amended, shall apply to the terms used herein.

SEC. 13. *Effective date.* This Maximum Price Regulation No. 373 shall become effective April 20, 1943. [MPR 373 originally issued April 20, 1943.]

[Effective dates of amendments are shown in notes following parts affected.]

ARTICLE IV—MAXIMUM PRICES

SEC. 14. [Revoked]

[Sec. 14 amended by Am. 7, 8 F.R. 10270, effective 4-26-43; Am. 11, 8 F.R. 11437, effective 4-26-43; and revoked by Am. 30; 9 F.R. 173, effective 10-7-43]

SEC. 15. *Table II: Maximum prices for certain food products sold in the Territory of Hawaii.*

	Maximum price at retail (for sales in all islands except Oahu)
1. Peas, canned:	
Extra Standard No. 2 can	$0.19 per one can.
	$0.27 per two cans.
Ungraded No. 2 can	$0.19 per one can.
	$0.37 per two cans.
2. Tomato juice, canned:	
All grades, No. 10 can	$0.70 per one can.
	$0.35 per one can.
All grades, No. 2 can	$0.15 per one can.
	$0.29 per two cans.
All grades, No. 2 can, tall	$0.19 per one can.
All grades, No. 2½ can	$0.21 per one can.
	$0.41 per two cans.
All grades, 13½ oz. can	$0.11 per one can.
	$0.21 per two cans.
All grades, 12 oz. can	$0.10 per one can.
All grades, #1/10½ oz. can	$0.10 per one can.
	$0.19 per two cans.
All grades, 8 oz. can	$0.07 per one can.
3. Prunes, dried:	
1 lb. package 30/40	$0.18 per one pkg.
1 lb. package 50/60	$0.17 per one pkg.
1 lb. package 60/70	$0.15 per one pkg.
	$0.27 per two pkgs.
1 lb. package 90/100	$0.14 per one pkg.
4. Raisins, dried:	
Grade A, 15 oz. pkg	$0.13 per one pkg.
Grade C, 25 lb. box	$0.13 per one lb.

Table II: Maximum prices for certain food products sold in the Territory of Hawaii—Continued

	Maximum price at retail (for sales in all islands except Oahu)
5. Salmon, canned:	
Chinook #½ flats	$0.35 per one can.
Pink #1 can	$0.26 per one can.
Red #1 can	$0.45 per one can.
	$0.36 per one can.
Medium Red #1 can	$0.71 per two cans.
Grade 1 (No designation of color).	$0.45 per one can.
Grade 3 (No designation of color).	$0. 26 per one can.
6. Sardines, canned:	
(Maine) Soya Oil 3¼ oz. can.	$0.07 per one can.
(Maine) Tomato & Olive Oil #1 can oval.	$0.17 per one can.
(Maine) Tomato 3¼ oz. can.	$0.07 per one can.
(Maine) Tomato 9 oz. can	$0.18 per one can.
(Maine) Tomato 3¼ oz. can.	$0.07 per one can.
	$0.13 per two cans.
(Maine) Tomato 10 oz. can.	$0.18 per one can.
	$0.31 per two cans.
Pilchards (Calif.) Natural 8 oz. can.	$0.08 per one can.
Pilchards (Calif.) Natural #1 can tall.	$0.13 per one can.
Pilchards (Calif.) Tomato 8 oz. can.	$0.09 per one can.
	$0.17 per two cans.
Pilchards (Calif.) Tomato #1 can tall.	$0.13 per one can.
Pilchards (Calif.) Tomato 15 oz. can oval.	$0.16 per one can.
	$0.31 per two cans.
Pilchards (Calif.) Tomato #1 can oval.	$0.14 per one can.
7. Canadian herring, canned:	
Tomato, #1 can oval	$0.15 per one can.
8. Peaches, canned:	
Grade B, sliced, #2 can	$0.18 per one can.
Grade B, sliced, #2½ can	$0.26 per one can.
Grade B, halves, #2½ can	$0.26 per one can.
	$0.17 per one can.
Grade C, sliced, #2 can	$0.33 per two cans.
Grade C, sliced, #2½ can	$0.24 per one can.
	$0.17 per one can.
Grade C, halves, #2 can	$0.33 per two cans.
Grade C, halves, #2½ can	$0.26 per one can.
Grade C, halves, #10 can	$0.87 per one can.
Grade D, sliced, #2½ can	$0.22 per one can.
	$0.26 per one can.
Grade D, halves, #2½ can	$0.49 per two cans.
Grade D, mixed, #2½ can	$0.22 per one can.
9. Corned beef, canned:	
12 oz. can	$0.34 per one can.
	$0.67 per two cans.
#6 can	$0.34 per one can.
	$0.67 per two cans.
	$2.53 per one can.
10. Luncheon meat, canned:	
12 oz. can	$0.41 per one can.
#6 can	$3.28 per one can.
#2½ can	$1.41 per one can.
11. Dried beans:	
Baby Limas	$0.11 per one lb.
	$0.15 per one lb.
Large Limas	$0.29 per two lbs.
Red Kidney	$0.11 per one lb.
12. Flour:	
All Purpose Family	$0.35 per 4.9 lb. bag.
All Purpose Family	$2.97 per 49 lb. bag.
Bakers Bread	
Cake and Pastry	
Special Cake	
Cracker	
13. Beans, baked:	
Tomato sauce, #1 can	$0.13 per one can.
	$0.25 per two cans.
Pork and Beans, #2½ can	$0.25 per one can.
	$0.49 per two cans.
14. Evaporated milk, canned 14½ oz. can. terms of sale:	*Per 14½ oz. can*
C. O. D. delivered to retailer in lots of 25 cases or more.	$0.12.
C. O. D. delivered to retailer in lots of less than 25 cases.	$0.12.
Credit sale, delivered to retailer, in lots of 25 cases or more.	$0.12.
Credit sale, delivered to retailer, in lots of less than 25 cases.	$0.12.
#10 can	
15. Pork sausage, canned: 24 oz. can	$0.69 per one can.
16. Pork tongue, canned: #6 can	$3.40 per one can.
17. Dried Beef in jars: 7 oz. jar	$0.48 per one jar.

[Sec. 15 amended by Am. 7, 8 F.R. 10270, 10666, effective 6-10-43; and Am. 11, 8 F.R. 11437, effective 6-10-43]

SEC. 16. [Revoked]

[Sec. 16 revoked by Am. 63, 9 F.R. 6814 effective 5-6-44]

SEC. 17. *Table IV: Maximum prices for sugar*—(a) *Definitions.* When used in this Table IV the term:

(1) "Primary distributor" means any person who manufactures fine granulated sugar or granulated sugar, or the agent of any such person. The term "agent" shall be deemed to include a broker, factor, commission merchant, or a person who takes title but actually performs functions commonly performed by brokers, factors, or commission merchants.

(2) "Canner" means a canner of pineapples.

(3) "Class of purchaser" refers to the practice adopted by the primary distributor in setting different prices for sales to different purchasers or kinds of purchasers (for example, jobber, wholesaler, Army, Navy, canner), or for purchasers located in different areas, or for different quantities or grades, or under different conditions of sale.

(b) *Maximum prices for sales by primary distributors located on the Island of Oahu*—(1) *Sales of granulated sugar to canners.* (i) $5.25 per one hundred pounds on orders placed by the canner with the primary distributor before June 25 of any calendar year for deliveries to be made during the same calendar year.

(ii) $5.45 per one hundred pounds on orders placed by the canner with the primary distributor on and after June 25 of any calendar year for deliveries to be made during the same calendar year.

(iii) The containers shall be in good sound condition of such material as is available, preferably jute with cotton liners.

(iv) These maximum prices include delivery by the primary distributor f. o. b. cars of the Oahu Railway & Land Company at the buyer's cannery in Honolulu, or the depot or wharf of the Oahu Railway & Land Company in Honolulu, or f. a. s. Inter-Island Steamer, at the buyer's option.

(v) There shall be deducted from these maximum prices an amount equal to two per cent thereof for cash within five days. As to when the five-day period commences, this shall be determined in accordance with the usage existing between the primary distributor and canners prior to the effective date of this regulation.

(vi) These maximum prices are for a quality and polarization of granulated sugar not below the average quality and polarization delivered to canners by the primary distributor during the calendar year 1942.

(2) *Sales of fine granulated sugar to persons other than canners.* (i) $5.45 per one hundred pounds.

(ii) Containers shall be in good sound condition of such material as is available; and in the case of 100-lb. bags, preferably jute with cotton liners

(iii) This maximum price shall be adjusted in accordance with the grade and package differentials employed by the primary distributor in December 1942.

(iv) This maximum price includes delivery by the primary distributor to the customary receiving points of the respective purchasers or classes of purchasers in accordance with the practice in existence during December 1942. However, if during December 1942 the primary distributor charged a premium for delivery to a particular purchaser or class of purchasers, there may be added to the maximum price for that purchaser or class of purchasers an amount not in excess of the premium so charged.

(v) On the other hand, the primary distributor shall not reduce his discounts and allowances to a particular purchaser or class of purchasers below those which he had in effect as to deliveries during December 1942 to the same purchaser or class of purchasers. Such discounts and allowances shall be deducted from the maximum price.

(vi) This maximum price is for a quality and polarization of fine granulated sugar not below the average quality and polarization delivered to persons other than canners during the calendar year 1942.

(c) *Maximum prices for sales by primary distributors located on the Island of Maui*—(1) *Sales of granulated sugar to canners.* (i) $5.25 per one hundred pounds less,

(ii) An amount equal to two per cent thereof for cash within five days.

(iii) Twenty-five cents per one hundred pounds.

(iv) As to when this five-day period commences, this shall be determined in accordance with the usage existing between the primary distributor and canners prior to the effective date of this regulation.

(v) The containers shall be in good sound condition of such material as is available, preferably jute with cotton liners.

(vi) This maximum price is f. o. b. railroad cars or buyers' conveyances Paia.

(vii) This maximum price is for a quality and polarization of granulated sugar not below the average quality and polarization delivered to canners by the primary distributor during the calendar year 1942.

(2) *Sales of fine granulated sugar to persons other than canners.* (i) $5.20 per one hundred pounds.

(ii) Containers shall be in good sound condition of such material as is available and in the case of 100-lb. bags, preferably jute with cotton liners.

(iii) This maximum price shall be adjusted in accordance with the grade and package differentials employed by the primary distributor in December 1942.

(iv) This maximum price includes delivery by the primary distributor to the customary receiving points of the respective purchasers or classes of purchasers in accordance with the practice in existence during December 1942. However, if during December 1942 the primary distributor charged a premium for delivery to a particular purchaser or class of purchaser, there may be added to the maximum price for that purchaser or class of purchasers an amount not in excess of the premium so charged.

(v) On the other hand, the primary distributor shall not reduce his discounts and allowances to a particular purchaser or class of purchasers below those which he had in effect as to deliveries during December 1942 to the same purchaser or class of purchasers. Such discounts and allowances shall be deducted from the maximum price.

(d) Maximum prices for sales of sugar by persons in the Territory not covered by this Table IV shall continue to be those established by the General Maximum Price Regulation for Hawaii or any applicable price schedule, regulation, or order issued by the Office of Price Administration.

SEC. 18. *Table V: Maximum prices for sales of fats and oils and canned meats in the Island of Oahu only.* (a) This Table V is applicable to all fats and oils and canned meats sold in the Island of Oahu, except such of these commodities as are covered by this Maximum Price Regulation or other orders or regulations issued by the Office of Price Administration.

(b) *Sales at wholesale.* (1) The wholesaler shall calculate his maximum price for each item (that is, kind, brand, grade and container size) of a commodity covered by this Table V as follows: (i) The wholesaler shall calculate the base price by adding the amounts permitted in paragraph (c) below; (ii) To this base price he may add the applicable margin set forth in paragraphs (g), (h) and (i) below; (iii) In appropriate cases he may add an additional amount as specified in paragraph (f) below.

(c) *Base price.* (1) In the case of purchases other than purchases from the Federal Surplus Commodities Corporation, "base price" means an amount not in excess of the sum of the following. Of course, if any of the items specified in subdivision (ii) through (vii) have already been included in the amount specified in subdivision (i) it may not again be added.

(i) An amount equal to the price which the wholesaler agreed to pay the mainland seller before deducting any cash discount, swell allowance or promotional allowance.

(ii) An amount equal to the transportation charges, if any, actually incurred by the wholesaler for transportation from the mainland point at which the wholesaler received delivery to the mainland port of shipment, including transportation taxes, terminal charges, and extra charges for shipment of less than carload lots.

(iii) An amount equal to mainland storage charges, and insurance in connection therewith, actually incurred by the wholesaler, but charges for storages, and insurance in connection therewith, in excess of six months shall not be included.

(iv) An amount computed at the rate of $1.20 per ton, weight or measurement, to cover cartage from warehouse to dock in port of shipment, whether or not actually incurred.

(v) An amount equal to charges for ocean freight, war risk and marine insurance actually incurred by the wholesaler.

(vi) An amount equal to cartage charges in Honolulu from dock to warehouse computed at a rate not in excess of $1.20 per ton, weight or measurement, provided that the commodity is moved from the dock at the wholesaler's expense.

(vii) With respect to packaged oleomargarine and lard only, and if the packaged oleomargarine or lard is placed in public cold storage in Honolulu at the wholesaler's expense, then an amount therefor computed at a rate not in excess of $.0033 per pound, net weight: *Provided*, That, no amount may be included for the first month's storage. Public cold storage charges for the first month's storage in Honolulu shall be absorbed by the wholesaler.

(2) In the case of purchases from the Federal Surplus Commodities Corporation, the base price shall be the net price paid plus an amount equal to cartage charges computed at a rate not in excess of $1.20 per ton, weight or measurement.

(3) If an identical item of the same grade in the wholesaler's inventory on hand has two or more different base prices, then the base price for that item may be determined by calculating a weighted average base price for that item.

(4) If the actual amount for a charge is not in hand with respect to a particular shipment of any item, the wholesaler may estimate the amount of the charge for the purpose of determining the base price, but upon the following conditions:

(i) That he set up an "error account;" which he shall keep and maintain for inspection by the Office of Price Administration for a period of not less than one year;

(ii) That when the actual amount becomes known he immediately include in this account the difference between the actual amount and the estimated amount;

(iii) That if the difference is an amount in excess of the actual amount, then such difference shall be deducted in calculating the base price for any item on hand or received in the next shipment;

(iv) That if the difference is an amount less than the actual amount, then such difference may be added in calculating the base price for any item on hand or received in the next shipment;

(v) That the error account show how the differences are applied.

(d) These maximum prices contemplate distribution by ony one wholesaler on the Island of Oahu. In the event that in the course of distribution of any commodity covered by this regulation after arrival in Honolulu, such commodity moves through the hands of more than one wholesaler, then the wholesalers shall distribute between them the margins set forth in appendices annexed hereto. In such event the primary wholesaler making the importations shall furnish the wholesaler purchasing from him a statement of the base price determined in accordance with this section.

(e) No extra charge may be added for delivery in the City of Honolulu.

(f) In the case of a sale to a buyer who does not have a gross income tax license, the seller may add to the maximum price one and one-quarter (1¼%) per cent of it.

(g) *Oleomargarine, shortening and lard.* The maximum margins which may be added to the base price shall not be higher than the following:

(1) Bulk shortening and lard, $0.0175 per lb. net weight.

(i) "Bulk shortening and lard" means shortening and lard in drums, cans over 6 pounds net weight, tubs, tierces or barrels, and includes the following:

(*a*) Standard shortening such as Jewel, Pearl, Sance, Vegetele, Advance, Flakewhite, Fluffo, Seoco, Kneedit, Crustene, Hydora, Durkee's, Superla, Ore, Diamond Head;

(*b*) Hydrogenated and high ration shortening such as Primax and Sweetex, Cove and Cove Super Mix, Heavy Duty MFB and Quik Blend, Vream and Vreamay, Kremit and Kremer, Bakerite and Bakerite 140.

(*c*) Lard.

(2) Packaged shortening and lard $.02 per lb. net weight.

(i) "Packaged shortening and lard" means shortening and lard in containers of six pounds net weight or less, and includes the following:

(*a*) Standard and hydrogenated shortening, such as Spry, Crisco, Jewel, Snowdrift, Fermay and Fluffo;

(*b*) Lard and lard compounds or substitutes.

(3) *Oleomargarine.*

(i) Bulk, $.03 per lb. net weight.

(ii) Packaged.

(*a*) Base price 20 cents per pound, net weight or over, $.0475 per lb. net weight.

(*b*) Base price under 20 cents per pound, net weight, $.0425 per lb. net weight.

(h) *Cooking and salad oils.* (1) The maximum margins for all cooking and salad oils other than olive oil and peanut oil which may be added to the base price shall not be higher than the following:

(i) *Bulk.*

(*a*) Containers over 5 gallons, $.018 per lb. net weight.

(*b*) 5-gallon containers, $.80 per 5 gallons.

(ii) *Packaged.*

(*a*) 1-gallon containers, $1.00 per case of 6 containers.

(*b*) ½-gallon containers, $.55 per case of 6 containers.

(*c*) 23-oz. containers, $.60 per case of 12 containers.

(*d*) 1-qt. containers, $.70 per case of 12 containers.

(*e*) 1-pt. containers, $.70 per case of 24 containers.

(2) The maximum margins for olive oil and peanut oil which may be added to the base price shall not be higher than the following:

(i) *Peanut oil 10% on selling price.*

(ii) *Olive oil.*

(*a*) Containers of one pint or more 10% on selling price.

(*b*) Containers of less than one pint 15% on selling price.

[Subparagraphs (1) and (2) amended by Am. 52, 9 F.R. 4351, effective 3–20–44]

(3) *Items not covered.* The maximum margin for any cooking or salad oil not covered above shall be 10 per cent on selling price over the base price.

(4) "Cooking and salad oils" shall mean all vegetable oils, whether pure or mixed such as "77", Angela Mia, Puritan, Fluffo Jewel, Star, Certified Crustene, Primrose, Wesson, Mazola; but shall not include prepared dressings.

(i) *Canned meats.* (1) The maximum margin for canned meats shall be 11 per cent on selling price over base price, except that when packed in glass, the maximum margin shall be 13 per cent on selling price over base price.

(2) The term "canned meats" includes canned meats and meats in combination with other foods, such as luncheon meats, spreads, sausages and sausage meats, frankfurters, hamburger, loaf goods, brains, tongues, bacon, corned beef, dried beef, sliced dried beef, hash, potted and deviled meats, spaghetti and meat balls, spaghetti sauce with meat, noodles and meat, vegetables and meat, stews, chili con carne, prepared hot tamales, chicken, turkey and other poultry, and similar items which are customarily considered shelf goods, and are not stored under refrigeration.

(j) *Sales at retail.*

Commodity	Maximum Price (net weight)
1. Shortening:	
Crisco, Snowdrift & Spry	$0.30 per 1-lb. container
	.85 per 3-lb. container
	1.70 per 6-lb. container
Formay	.80 per 3-lb. container
	1.60 per 6-lb. container
All other brands	.05 per lb. over retailer's invoice cost
2. Lard	.05 per lb. over retailer's invoice cost
3. Oleomargarines:	
Nucoa and Allsweet	.33 per lb.
All others	.06 per lb. over retailer's invoice cost
4. Salad oils:	
Wesson oil	.65 per 1-quart container
	1.10 per ½-gal. container
	2.02 per 1-gal. container
Mazola	.38 per 1-pint container
	.71 per 1-quart container
	1.20 per ½-gal. container
	2.30 per 1-gal. container
Primrose and Jewel	1.93 per 1-gal. container
	1.05 per ½-gal. container
Planters Peanut Oil (Hi-Hat)	.43 per 23-oz. bottle
	.73 per 1-quart container
	1.25 per ½-gal. container
Olive Oil:	
California olive oil:	
Lindsay	.98 per 16-oz. bottle
	.56 per 8-oz. bottle
	.28 per 4-oz. bottle
	.18 per 2-oz. bottle
Olive Tree	.69 per 8-oz. bottle
S & W	.73 per 8-oz. bottle
Imported olive oil:	
Star	2.19 per 32-oz. tin
	1.15 per 16-oz. tin
Don Juan	.65 per 8-oz. bottle

[Item 4 amended by Am. 58, 9 F.R. 5438, effective 4–13–44]

NOTE: The maximum price for containers not listed in item 4 shall be computed on a basis of 16% on selling price over retailer's price cost, except that in the case of olive oil, it shall be 20% on selling price. In computing 16% on selling price over retailer's invoice cost, the maximum price shall be arrived at by dividing invoice cost in cents per pound by 0.84. For example, assume Brand "X" carries an invoice cost to the retailer of twenty cents per pound, dividing $.20 by 0.84 equals $.238. Adjusting this to the nearest cent gives a maximum retail price of twenty-four cents per pound. For fractional prices derived from this computation, see section 7 of this Maximum Price Regulation No. 373.

SEC. 19. *Maximum slaughterers' and wholesalers' prices for mainland meat products and certain mcinland dairy products, and maximum prices for island meats, hogs, rabbits, poultry and eggs sold by slaughterers, wholesalers and producers*—(a) *To what commodities and transactions this section applies.* (1) Maximum prices for sales by slaughters and wholesalers of meats, poultry and certain dairy products imported from the mainland are covered in paragraphs (h), (i), (j) and (k). A wholesaler for the purposes of these paragraphs is any person who customarily distributes the mainland commodities covered by this section for resale by retail outlets, or to commercial, industrial, institutional users, or to the Armed Forces of the United States.

(2) Maximum prices for sales of island produced meats, hogs, rabbits, poultry and eggs by slaughterers, wholesalers, and producers are covered in paragraphs (l) and (m). The terms "slaughterer" and "wholesaler", as used in these paragraphs, are defined therein.

(b) *Permitted practices.* (1) Where a wholesaler purchases from a mainland seller a variety of wholesale cuts of a particular carcass which are billed at one price, the wholesaler may sell the various wholesale cuts at the current market price provided that the total margin of profit received from the sale of all such wholesale cuts does not exceed the appropriate margin specified in Table A.

(c) *Sales invoices.* Every person making a sale of any commodity subject to this section shall furnish the buyer at the time of the delivery of the commodity with a written invoice or sales memorandum setting forth the date of sale, the name and address of the buyer and seller, the quantity and description of the commodity sold (including kind, grade, brand, container size, sex, weight, weight classes, etc., whichever is applicable,) and the price therefor, (including all allowances and payments for all services rendered or to be rendered in connection with the sale.) On the sale of live animals and carcasses listed in paragraphs (l) and (m) wherein the price varies with the weight, the weight of each individual carcass or animal shall be shown.

(d) *Records and reports.* Every person making a sale or purchase of any commodity subject to this section shall keep and make available for examination by the Office of Price Administration, for so long as the Emergency Price Control Act of 1942, as amended, remain in effect, all sales invoices and sales memoranda required in paragraph (c) above.

In addition, all wholesalers are required to keep and make available:

(1) All records and data reflecting the charges incurred by the wholesaler in arriving at the selling price.

(2) The wholesaler's error account provided for in paragraph (h) (2).

[Section heading and paragraphs (a) through (d) amended by Am. 45, 9 F.R. 3341, effective 1–17–44]

(e) *Averaging of inventories.* If an identical item of the same grade in the wholesaler's inventory on hand has two or more different base prices, then the base price for that item may be determined by calculating a weighted average base price for that item. Each wholesale establishment of the same seller may be treated as a separate unit.

(f) *Delivery charges.* No charges for delivery may be added to the ceiling prices established by this section unless authorized by order of the Office of Price Administration, Honolulu, T. H., upon the written application of the seller.

[Paragraph (f) amended by Am. 45]

(g) *Gross income tax.* In the case of a sale to a buyer who does not have a gross income tax license, the seller may add to the maximum price one and one-quarter per cent (1¼%) of the selling price.

(h) *How the primary wholesaler calculates his maximum price.* (1) The provisions of paragraphs (h), (i) and (j) apply only to those commodities which are imported direct from the mainland for distribution on the same island wherein is located the commodities' point of entry. The provisions of paragraph (k) apply to those commodities which are transshipped from or via another island. It is the intent of this section to allow only one wholesale markup on any one island. It is also the intent of this section to allow only one wholesale markup in the Territory of Hawaii when the secondary wholesaler is a branch office or a subsidiary (owned in whole or in part by the primary wholesaler or its officers) of the primary wholesaler. Independent secondary wholesalers importing from other islands shall compute their maximum prices in accordance with the provisions of paragraph (k). Each Territorial importer or wholesaler making sales to a second Territorial wholesaler of the commodities covered by this section shall state his base price on each invoice.

(2) *The error account.* If the actual amount for a charge is not in hand with respect to a particular shipment of any item, the wholesaler may estimate the amount of the charge for the purpose of determining the base price, but upon the following conditions:

(i) That he set up an "error account";

(ii) That when the actual amount becomes known he immediately include in this account the difference between the actual amount and the estimated amount;

(iii) That if the difference is an amount in excess of the actual amount, such difference shall be deducted in calculating the base price for any item on hand or received in the next shipment;

(iv) That if the difference is an amount less than the actual amount, then such difference may be added in calculating the base price for any item on hand or received in the next shipment;

(v) That the error account show how the differences are applied.

(i) *Calculation of the maximum price.* The maximum price for each item (that is, kind, brand, grade, and container size) covered by Table A of this section shall be the sum of the base price described in paragraph (j) below and the appropriate margins set forth in Table A.

(j) *Calculation of the base price.* (1) Except in the case of purchases from the Federal Surplus Commodities Corporation, the base price shall be an amount not in excess of the items described in subdivisions (i) through (ix) below. If any of the items have been absorbed by the seller, they may not again be added.

(i) An amount equal to the lower of either the amount the wholesaler paid the mainland supplier less all discounts and allowances except the discount for cash or prompt payment and before the addition of any premium or other charge permitted under the Second Revised Maximum Export Price Regulation,[7] or the mainland suppliers maximum price permitted under the following mainland maximum price regulations, whichever governs the sale of the commodity in question: Maximum Price Regulation 169[8] (Beef and Veal Carcasses and Wholesale Cuts), Maximum Price Regulation 239[9] (Lamb and Mutton Carcasses and Cuts at Wholesale and Retail), Maximum Price Regulation 148[10] (Dressed Hogs and Wholesale Pork Cuts), Maximum Price Regulation 269[11] (Poultry).

[7] F.R. 4132, 5987, 7662, 9998, 15193; 9 F.R. 1836, 5435, 5923.

[8] 9 F.R. 1121, 2023, 2135, 3424, 4648, 4782, 5955.

[9] 9 F.R. 2894, 5956.

[10] 9 F.R. 1996, 3083, 4099.

[11] 9 F.R. 13813, 14016, 15258, 14854, 15190, 16793; 9 F.R. 95, 612, 902, 96, 1036, 1941, 3238, 3345, 4356, 5695.

However, if the mainland supplier processes or otherwise prepares the commodity for shipment and bills the wholesaler for this service as a separate item on the invoice, the wholesaler may add the amount of any such charge actually incurred.

(ii) If the wholesaler must process or prepare the commodity for shipment at his own expense subsequent to purchase from the mainland supplier, an amount equal to such charges actually incurred.

(iii) An amount equal to the transportation charges, if any, actually incurred by the wholesaler for transportation from the mainland point at which the wholesaler received delivery to the mainland port of shipment, including such charges in connection therewith as were theretofore customarily included, such as icing charges, switching, demurrage, and the like.

(iv) An amount equal to the actual cold storage charges, and insurance in connection therewith at point of shipment actually incurred by the wholesaler.

(v) An amount computed at the rate of 12¢ per 100 pounds net weight to cover cartage from warehouse to dock at point of shipment, except that for eggs the rate shall be 5¢ per case.

(vi) The amount actually incurred for ocean freight, war risk and marine insurance, which, however, shall not be higher than the following:

	Per 100 pounds net weight
Refrigerated:	
Beef, veal, pork, lamb and mutton carcasses and wholesale cuts, bone in, in cloth or burlap	$3.50
All meat cuts, boneless or bone in, in containers, weighing over 15# per 100# net weight of content	4.00
All meat cuts, boneless or bone in, in containers, weighing from 10# to 15# per 100# net weight of content	3.90
All meat cuts, boneless or bone in, in containers, weighing under 10# per 100# net weight of content	3.80
Variety meats (in boxes):	
Liver and sweetbreads	4.10
Tongue, hearts, kidneys, brains, cooked tripe, etc	3.90
Variety meats (in pails):	
Liver and sweetbreads	4.20
Tongue, hearts, kidneys, tails, etc	4.00
Fresh or smoked sausage or ready-to-eat meats (typical items are frankfurters, bologna and meat loaves)	3.90
Poultry (except turkeys):	
Regular dressed	3.90
Eviscerated	4.10
Turkeys	4.25
Canned eggs:	
Whites, naked tins	3.70
Whites, tins, in cartons	3.90
Whole naked tins	3.80
Whole tins in cartons	4.00
Sugared yolks, naked tins	3.90
Sugared yolks, tins in cartons	4.10
Butter	3.40
Shelled eggs (per case)	1.95
Unrefrigerated:	
Smoked meats (typical items are ham, bacon, picnics, etc.)	1.40
Dry salt bellies	1.00

	Per 100 pounds net weight
Unrefrigerated—Continued.	
Dry sausage (typical items are salami, cervelat)	$1.55
Pork and beef cuts in brine	1.40
Fresh and smoked sausage or ready-to-eat meats	1.50
Cheese	1.15
Powdered milk	1.20
Shelled eggs, per case	.90
Gelatin (bulk)	1.90

NOTE: For commodities other than those listed above the amounts to be added for ocean freight and insurance in connection therewith, shall be the charges actually incurred.

(vii) An amount for cartage charges from dock to warehouse computed at a rate of 12¢ per 100# net weight, except that for eggs the rate shall be 5¢ per case. These cartage charges may be added only if the commodity is moved from the dock at the wholesaler's expense.

(viii) An amount equal to cold storage charges actually incurred by the wholesaler in the Territory after the first 30 days but not exceeding 90 days. A wholesaler who operates his own storage plant may add an amount equal to customary public cold storage rates. All storage charges for products that are in storage for 30 days or less shall be absorbed by the wholesaler.

(ix) On sales to other islands, an amount for cartage charges from warehouse to dock at the rate of 12¢ per 100# net weight, except that for eggs the rate shall be 5¢ per case. These cartage charges may be added only if the commodity is moved to the dock at the wholesaler's expense.

[Paragraph (j) amended by Am. 45, 9 F.R. 3341, effective 1–17–44; and Am. 56, 9 F.R. 4819, effective 4–25–44.]

(k) *Maximum prices for commodities transshipped from other islands.* The secondary wholesaler shall calculate his maximum price for each item (that is, kind, brand, grade, and container size) by adding to the primary wholesaler's base price the following:

(1) An amount equal to inter-Island ocean transportation charges actually incurred, including war risk and marine insurance.

(2) An amount not to exceed 12 cents per 100 pounds net weight to cover cartage from dock to warehouse at point of destination except that for eggs the rate shall be 5 cents per case.

(3) An amount equal to public cold storage at point of distribution in excess of the first month's charges. All storage charges for the first month's storage shall be absorbed by the wholesaler. This charge contemplates the wholesaler utilizing to the maximum, consistent with economic operation of his plant, all cold storage space owned and operated by him. The charges shall be computed and prorated according to the customary practices of the wholesaler.

(4) 150% of the margins specified for primary wholesalers in Table A, except that branch offices of a primary wholesaler, or offices owned wholly or in part by a primary wholesaler or its officers shall not be considered as secondary wholesalers, and the maximum margins shall be the applicable margin listed in Table A.

TABLE A—MAXIMUM MARGINS

The maximum margins which may be added to the base price shall not be higher than the following:

Commodity	Maximum margin case lots, per lb.	Maximum margin less than case lots, per lb.
All FSCC frozen meats	$0.02	$0.02
All meat carcasses incl. sides & quarters	.02	.03
Hinds—5¢ lb. over carcass price.		
Fores—3½¢ lb. under carcass price.		
All wholesale meat cuts smaller than quarters	.02½	.03¾
Poultry, regular	.02½	.04
Poultry, quick frozen, eviscerated	.03	.04½
Hams and bacon	.03	.04
Base price under 45¢	.03	.04
Base price 45¢ or over	.03½	.04½
Smoked meats and dry salted meats	.03	.04
Fresh and smoked sausage incl. franks and bologna and meat sausage loaves but not including dry sausage	.02½	.03½
Dry sausage (not tinned) except dried Chinese sausage	.05	.05
Dried Chinese sausage:		
Mfgd. on Mainland	.05	.05
Mfgd. in Canada	.10	.12
Sweet pickled meats such as spareribs, pork feet, pork tails, beef tongues, etc.	.03	.04
Fancy meats:		
Base price 30¢ or higher	.03	.04
Base price under 30¢	.02	.03
Casings	(1)	(1)
Meat items not covered above	.02	.02
Powdered milk, bulk	.02	.03
Cheese:		
Triplets & 5 lb. loaf, processed	.03	.04
1 and 2 lb. packages	.04	.05
½ lb. packages	.05	.05
N. Y. Martin and Jack	.04	.05
Cheese, base price over 60¢ lb.	.12	8.13
All other	(2)	(2)
Butter:		
Bulk in cubes	.02	.03
Table butter, cartons or prints	.02½	.03½
Shell eggs:		
Loose (per case)	1.05	1.20
Cartoned by wholesaler (per case)	1.65	1.80
Powdered whole eggs:		
Bulk	.08	None
Shelf, 8 oz. jars (per dozen)	.60	None
Shelf, 5 oz. Packages, FSCC (per case)	4.45	4.45
Canned eggs, frozen	.02½	None
Gelatine, bulk	.03	.04

[1] 10 percent on selling.
[2] 12% on selling.

However, the provisions of this paragraph as applied to certain commodities subject thereto may be modified by Order of the Territorial Director of the Office of Price Administration.

[Above paragraph added by Am. 56]

(l) *Maximum prices for sales by slaughterers of island produced meats, and for sales by any person of live island hogs*—(1) *Explanation.* (i) For the purposes of this paragraph, a slaughterer is anyone who kills the live animal, and, after dressing it, sells and distributes the carcass or wholesale cuts to wholesalers, retailers or to commercial, industrial, or institutional users, or to the Armed Forces of the United States.

(ii) The cuts or cutting methods referred to in this section are defined in paragraph (n) below.

(2) *Custom slaughtering.* The maximum remuneration which a slaughterer may receive for killing and dressing any animal except hogs is the retention of the hide, offal, and other by-products. The maximum remuneration which a slaughterer may receive for killing any hog is the retention of the offal plus a fee for slaughtering of one cent per pound live weight.

[Heading and subparagraphs (1) and (2) amended by Am. 45]

(3) *Additional provisions.* The maximum prices established in this section are based upon the slaughterer's retention of the offal. If the slaughterer elects to sell the carcass and the offal together, an amount not exceeding the maximum price for the offal sold may be added to the maximum price for the carcass. In the case of a sale of a boned beef wholesale cut the slaughterer may add ½ cent per pound to the maximum price per pound for such wholesale cut with bone-in and multiply the total by the number of pounds in the bone-in cut.

(4) *Island beef.* (i) "Beef" means meat derived from the carcasses of bovine animals which does not qualify as veal as defined in subparagraph (5) (i).

(ii) "Beef carcass" means and is limited to the dressed carcass, side, or sides of beef which shall be dressed with tail, kidney knob or knobs, and hanging tender left on.

(iii) The beef carcass shall not be broken in any other manner than described in paragraph (n).

(iv) All steers and heifers shall be stamped "A". Cows and bulls shall be stamped "B".

(v) [Revoked]

[Subdivision (v) revoked by Am. 56, 9 F.R. 4819, effective 4–25–44]

TABLE B—SLAUGHTERERS' MAXIMUM PRICES FOR ISLAND BEEF AND HEIFER CARCASSES AND TRIMMED WHOLESALE CUTS

Commodity	Oahu Only			Other Islands		
	Grade A	Grade B	Bulls	Grade A	Grade B	Bulls
	Per lb.	*Per lb.*	*Per lb.*	*Per lb.*	*Per lb.*	*Per lb.*
Carcass	$0.225	$0.205	$0.17	$0.22	$0.19	$0.155
Hindquarter	.2725	.2375	.175	.2525	.22	.166
Forequarter	.20	.175	.159	.189	.1625	.145
Round, butt on	.2635	.24	.....	.263	.2235	.....
Trimmed full loin	.352	.32	.....	.343	.301	.....
Short loin	.367	.331	.....	.355	.304	.....
Sirloin	.337	.311	.....	.333	.298	.....
Regular chuck	.231	.1995	.....	.2055	.1805	.....
Short plate	.145	.129	.....	.132	.127	.....
Brisket, 5 rib	.193	.167	.....	.171	.149	.....
Flank	.139	.132	.....	.13	.12	.....
Foreshank	.113	.111	.....	.114	.091	.....
Prime rib, 7 rib	.282	.248	.....	.254	.229	.....
COMBINATION CUTS						
Cross cut chuck	$0.211	$0.1835	.....	$0.189	$0.165	.....
Arm chuck	.2145	.187	.....	.1925	.1680	.....
Back	.2445	.2125	.....	.2185	.194	.....
Triangle	.199	.174	.....	.179	.158	.....
Long plate	.166	.1455	.....	.1485	.136	.....

(5) *Island veal.* (i) "Veal" means meat derived from the carcasses of calves.

(ii) "Veal carcass" means, and is limited to, the dressed carcass, "skin on", or "skin off", or side of veal which shall be dressed with the kidney knob or knobs in, tail on, pluck out, and without caul fat dressing.

(iii) The veal carcass shall not be broken in any manner other than provided for in paragraph (n).

(iv) Depending upon condition of finish and conformation, veal not having the following qualifications must be priced lower than the maximum prices set forth herein.

(a) Veal shall have a blocky and good conformation, no bruises, and shall not weigh over 275 pounds, skin off or chilled, or 315 pounds, skin on and chilled. The maximum age shall be ten months.

(b) Proper reduction must be allowed for bruises.

TABLE C—SLAUGHTERERS' MAXIMUM PRICES FOR ISLAND VEAL CARCASSES AND TRIMMED WHOLESALE CUTS

Commodity	Oahu	Other Islands
	Per lb.	*Per lb.*
Carcass	$0.24	$0.225
Hindquarter	.256	.242
Forequarter	.225	.2095
Loin	.363	.365
Loin, untrimmed	.287	.274
Legs	.2745	.2575
Shoulder	.253	.236
Hotel rack	.361	.344
Breast, Neck & Foreshank	.159	.143

(6) *Island lamb.* (i) "Lamb" means the whole or any portion of the carcass of the young animal of the Genus Ovis, approximately a year old or less, as ascertained by the objective tests commonly recognized in the meat packing industry and specifically by the "break joint" and by bone and flesh coloration.

[Subparagraph (1) amended by Am. 45, 9 F.R. 3341, effective 1–17–44]

(ii) The lamb carcass shall not be broken in any other manner than provided for in paragraph (n).

TABLE D—SLAUGHTERERS' MAXIMUM PRICES FOR ISLAND LAMB CARCASSES AND TRIMMED WHOLESALE CUTS

Commodity	Oahu	Other Islands
	Per lb.	*Per lb.*
Carcass, dressed	$0.2375	$0.2225
Hindsaddle or hindquarter	.2845	.2695
Foresaddle or forequarter	.194	.178
Leg	.2855	.2695
Loin	.368	.352
Loin, untrimmed	.283	.271
Hotel Rack	.255	.24
Shoulder, 5 Rib, trimmed, breast, neck and shank removed	.948	.202
Yoke	.171	.157
Breast, neck and shank	.113	.097

(7) *Island mutton.* (i) "Mutton" means the whole or any portion of the carcass from a mature animal of the genus Orvis, approximately 20 to 24 months old or more, which has passed the lamb stage as ascertained by the objective tests commonly recognized in the meat packing industry and specifically by the "break joint" and by bone and flesh coloration.

(ii) The mutton carcass shall not be broken in any other manner than provided for in paragraph (n).

TABLE E—SLAUGHTERERS' MAXIMUM PRICES FOR ISLAND MUTTON CARCASSES AND TRIMMED WHOLESALE CUTS

Commodity	Oahu	Other Islands
	Per lb.	*Per lb.*
Carcass	$0.175	$0.16
Hind saddle or hindquarter	.20	.1855
Foresaddle or forequarter	.152	.136
Leg	.199	.1835
Loin	.245	.23
Loin, untrimmed	.222	.189
Hotel rack	.214	.199
Shoulder	.161	.145
Yoke	.132	.12
Breast, neck and shank	.077	.061

(8) *Hogs.* Table F below fixes ceiling prices for live hogs, including live pigs, sold or delivered by any person. It does not apply to sales or deliveries to bona fide hog raisers of live hogs for breeding purposes and of live hogs weighing 175 pounds or less for feeding for more than one month. The Office of Price Administration may establish ceiling prices in excess of those set forth in Table F below for sales of live hogs weighing more than 175 pounds for feeding for more than one month upon written application by the seller to the Office of Price Administration, Iolani Palace, Honolulu, T. H. No payments, commissions or allowances for any service, including feeding, transportation or shrinkage should be made by the buyer of live hogs to the seller unless the total sales price, including such payment, commission, or allowances, is equal to or less than the maximum price. No extra charges may be made for delivery or other services.

TABLE F—MAXIMUM PRICES FOR LIVE ISLAND HOGS [1]

Grade "A"; Hogs, excluding sows, stags, and boars: Liveweight pounds:	*All islands (per pound)*
Under 175	$0.23
175–240	.22
241–275	.21
276–300	.20
301–325	.19
326–350	.18
351–400	.17
401–450	.16
451–500	.15
Grade "B": Good sows and good stags	.14
Grade "C": Poor sows, poor stags and all boars	.07

All of the above prices are delivered slaughterhouse.

[1] NOTE: Food Production Permit is required for all hogs slaughtered for private use under Hawaii Defense Act, Rule No. 53.

TABLE G—SLAUGHTERERS' MAXIMUM PRICES FOR ISLAND PORK CARCASSES AND QUARTERS [1]

[All islands—per pound]

Dressed carcass, weight pounds	Shipper style, head on, whole or half carcass	Hindquarter	Forequarter
Grade "A": From top quality young hogs, other than sows, stags and boars:			
Under 140	$0.31	.....	.....
140–180	.30	$0.32	$0.29
181–210	.29	.31	.28
211–230	.28	.30	.27
231–250	.26	.28	.25
251–275	.24	.26	.23
276–300	.23	.25	.22
301–340	.22	.24	.21
341–380	.21	.23	.20
Grade "B": From good sows and good stags	.20	.20	.17
Grade "C": From poor sows, poor stags and all boars	.10	.....	.....

TABLE H—SLAUGHTERERS' MAXIMUM PRICES FOR WHOLESALE CUTS OF ISLAND PORK

[All islands—per pound]

Cut	Grade "A" from top quality young hogs, other than sows, stags and boars	Grade "B" from good sows and good stags
Loin	$0.43	$0.30
Legs, bone in	.42	.25
Shoulder, bone in	.39½	.22
Bellies, ribs removed	.27	.17
Back fat	.08	.08
Leaf lard	.15	.15
Spare ribs	.35	.23
Neck bones	.15	.15
Sausage meat	.40	.30
Feet	.15½	.10
Head, bone in	.12	.09
Head, boneless	.17	.12
Tongue	.27	.27

[Subparagraph (8) and Tables F G and H amended by Am. 45, 9 F.R. 3341, effective 1–17–44]

TABLE I—SLAUGHTERERS' MAXIMUM PRICES FOR ISLAND OFFAL

[All islands (per lb.)]

Commodity	Beef	Veal	Lamb and mutton	Pork
Brains, per set	$0.12	$0.12	$0.12	$0.12
Caul fat	.10	.....	.....	.10
Cheek meat	.12	.12	.10	.18
Cheek meat trimmings	.08	.....	.....	.....
Head, skinned	.....	.....	.....	.09
Head meat	.....	.....	.....	.18
Heart	.15	.15	.12	.15
Kidneys	.....	.....	.....	.22
Leaf lard	.....	.....	.....	.12
Livers	.28	(1)	.23	.26
Lungs, large, each	.10	.10	.10	.15
Lungs, small, each	.05	.05	.05	.....
Lungs and heart, per set	.....	.....	.....	.20
Melts, each	.02½	.02½	.....	.....
Sweetbreads	.25	.40	.25	.....
Tails	.19	.19	.....	.27
Tongues	.17	.19	.15	.27
Tongues, untrimmed	.15	.16	.13	.23
Tripe, large	.07	.07	.05	.07
Tripe, small	.05	.05	.05	.05

[1] $0.35 (4½ lbs. and under), $0.28 (over 4½ lbs.)

(m) *Maximum prices for sales of island meats by wholesalers, and maximum prices for sales of island rabbits, poultry and eggs by wholesalers and producers.* (1) For the purposes of paragraph (m), a wholesaler is anyone whose selling establishment is not physically attached to a slaughtering plant, and who purchases carcasses or wholesale cuts and resells the same to retail outlets, or to commercial, industrial or institutional users, or to the Armed Forces of the United States. By this definition, any wholesaler who does any slaughtering must use the slaughterers' maximum prices on sales of those carcasses of cuts which he himself slaughters.

[Heading and subparagraph (1) amended by Am. 45, 9 F.R. 3341, effective 1–17–44]

(2) Carcasses shall not be broken in any other manner than as described in paragraph (n).

(3) In the case of a sale of a boned wholesale cut the wholesaler may add ½ cent per pound to the maximum price per pound for such wholesale cut with bone-in and multiply the total by the number of pounds in the bone-in cut.

TABLE J—WHOLESALERS' MAXIMUM PRICES FOR ISLAND BEEF AND HEIFER CARCASSES AND TRIMMED WHOLESALE CUTS

Commodity	Oahu only (per lb.)			Other Islands (per lb.)		
	Grade A	Grade B	Bulls	Grade A	Grade B	Bulls
Carcasses	$0.235	$0.205	$0.17	$0.22	$0.19	$0.155
Hindquarter	.2725	.2375	.1825	.2525	.22	.166
Forequarter	.20	.175	.159	.189	.1625	.145
Round, butt on	.3025	.276		.291	.257	
Trimmed full loin	.412	.379		.401	.352	
Short loin	.43	.39		.415	.356	
Sirloin	.395	.366		.39	.378	
Regular chuck, cross rib in	.265	.229		.236	.2075	
Short plate	.160	.149		.152	.146	
Brisket, 5 rib	.222	.192		.197	.171	
Flank	.16	.152		.15	.138	
Foreshank	.13	.128		.131	.104	
Prime rib, 7 rib	.324	.285		.292	.263	
COMBINATION CUTS						
Cross cut chuck	$0.2423	$0.211		$0.2175	$0.1895	
Arm chuck	.2464	.2145		.2215	.1935	
Back	.2809	.244		.251	.2225	
Triangle	.229	.20		.2058	.1815	
Long plate	.1909	.167		.1706	.1565	

TABLE K—WHOLESALERS' MAXIMUM PRICES FOR ISLAND VEAL CARCASSES AND TRIMMED WHOLESALE CUTS

Commodity	Oahu	Other islands
	Per lb.	*Per lb.*
Carcasses	$0.24	$0.225
Hindquarter	.256	.242
Forequarter	.225	.2095
Loin	.445	.424
Loin, untrimmed	.334	.318
Legs	.319	.2995
Shoulder	.294	.2745
Hotel rack	.42	.399
Breast, neck and shank	.185	.166

TABLE L—WHOLESALERS' MAXIMUM PRICES FOR ISLAND LAMB CARCASSES AND TRIMMED WHOLESALE CUTS

Commodity	Oahu	Other islands
	Per lb.	*Per lb.*
Carcass, dressed, p.uck out	$0.2375	$0.2225
Hindsaddle or hindquarter	.2845	.2695
Foresaddle or forequarter	.194	.178
Legs	.332	.3135
Loin	.428	.409
Loin, untrimmed	.329	.315
Hotel rack	.297	.279
Shoulders, 5 rib, trimmed, breast, neck, and shank removed	.253	.235
Yoke	.20	.183
Breast, neck and shank	.131	.113

TABLE M—WHOLESALERS' MAXIMUM PRICES FOR ISLAND MUTTON CARCASSES AND TRIMMED WHOLESALE CUTS

Commodity	Oahu	Other islands
	Per lb.	*Per lb.*
Carcass	$0.175	$0.16
Hindquarter	.20	.1855
Forequarter	.176	.136
Legs	.2315	.2135
Loin	.285	.267
Loin, untrimmed	.234	.22
Hotel rack	.249	.231
Shoulder	.187	.169
Yoke	.164	.14
Breast, neck and shank	.089	.071

TABLE N—WHOLESALERS' MAXIMUM PRICES FOR TRIMMED WHOLESALE CUTS, CARCASSES AND QUARTERS OF ISLAND PORK

[All islands—per pound]

Cut	Grade "A" from top quality young hogs, other than sows, stags and boars	Grade "B" from good sows and good stags
Loin, center chops or roast	$0.50	$0.35
Legs, bone in	.49	.29
Shoulder, bone in	.46	.26
Bellies, ribs removed	.32	.20
Back fat	.09	.09
Leaf lard	.18	.18
Spare ribs	.41	.27
Neck bones	.18	.18
Sausage meat	.47	.35
Feet	.23	.19
Head, bone in	.14	.10
Head, boneless	.20	.14
Tongue	.31	.31

The wholesalers' maximum prices for carcasses and quarters of Island pork shall be the slaughterers' maximum price for corresponding weights as set forth in Table G above plus 10%.

[Table N amended by Am. 45, 9 F.R. 3341, effective 1-17-44]

TABLE O—WHOLESALERS' MAXIMUM PRICES FOR ISLAND FANCY MEATS

[All islands, per lb.]

Commodity	Beef	Veal	Lamb and mutton	Pork
Brains, per set	$0.14	$0.14	$0.14	$0.14
Head, skinned				.11
Head meat				.21
Heart	.18	.18	.14	.18
Kidneys	.20	.20	.22	.25
Leaf Lard				.14
Livers	.33	(1)	.27	.30
Lungs, large, each	.12	.12	.12	.18
Lungs, small, each	.07	.07	.07	
Lungs & Heart, per set				.23
Melts, each	.03	.03		
Sweetbreads	.29	.47	.29	
Tails	.23	.23		.31
Tongues	.20	.22	.18	.32
Tongues, untrimmed	.17	.18	.15	.26
Tripe, large	.09	.09	.07	.09
Tripe, small	.07	.07	.57	.07

[1] $0.41 (4½ lbs. & under), 0.33 (over 4½ lbs.).

TABLE P—MAXIMUM PRICES FOR ISLAND POULTRY AND RABBITS SOLD BY WHOLESALERS OR PRODUCERS.

Commodity	All islands (cents per lb.)
Chickens* and guinea fowl:	
Dressed Weight	57
Live Weight	49
Hens:	
Dressed Weight	48
Live Weight	41
Turkeys:	
Dressed Weight	57
Live Weight	49
Turkeys (gobblers):	
Dressed Weight	48
Live Weight	41
Ducks and geese:	
Dressed Weight	48
Live Weight	41
Squabs:	
Dressed Weight	70
Live weight	60
Island rabbits:	
Fryers, dressed and drawn 2½ lbs. or less	57
Fryers, live 4½ lbs. or less	30
Roasters, dressed and drawn over 2½ lbs.	48
Roasters, live over 4½ lbs.	27

*Includes broilers, fryers, roasters, and capons.

TABLE Q—MAXIMUM PRICES FOR ISLAND EGGS SOLD BY WHOLESALERS OR PRODUCERS

	All islands	
	Min. weight (per doz.)	Per doz.
	Oz.	
Shell eggs—large—cartoned	24	$0.78
Shell eggs—medium—cartoned	20½	.72
Shell eggs—small—cartoned	17	.53
Shell eggs—large—loose	24	.76
Shell eggs—medium—loose	20½	.70
Shell eggs—small—loose	17	.53

[Headings to Tables P and Q amended by Am. 45, 9 F.R. 3341, effective 1-17-44]

(n) *Wholesale cuts*[1]—(1) *Island beef.* (i) "Beef wholesale cut" means and is limited to any of the following cuts meeting the following minimum specifications derived from the beef carcass, but excluding the offal and any item not included herein. All cuts shall be made according to the definite guides and measurements specified. Ribs are designated as 1st to 13th, inclusive, counting as the 1st rib that one which is nearest the neck end of the side.

(ii) "Hindquarter" means the posterior portion of the side remaining after the severance of the 12-rib forequarter from the side, and comprising the round, full loin including the 13th rib, flank, kidney and hanging tender all in one piece, which posterior portion shall be obtained by cutting the beef side between the 12th and 13th ribs keeping the knife firmly against the 12th rib while cutting down the length of the rib to the point at the end of the rib where the rib joins the rib (costal) cartilage, from which point passing through the cartilage and meat of the flank and short plate in the same straight line, completing the cut.

(iii) "Forequarter" means the anterior portion of the side remaining after

[1] Charts of standard beef wholesale cuts filed as part of the original document.

the severance of the 1st rib hindquarter from the side, and comprising the rib, regular chuck, brisket, short plate and foreshank all in one piece, which anterior portion contains the 1st to the 12th rib, inclusive. All heart (mediastinal) fat, but no other fat, shall be removed from the forequarter. The skirt (diaphragm) shall not be removed from any cut or part of the forequarter to which it is attached.

(iv) "Round" means the portion of the hindquarter remaining after the severance of the untrimmed full loin; and flank from the hindquarter, which portion shall be obtained as follows: the untrimmed full loin and flank shall be severed from the hindquarter by cutting in a straight line perpendicular to the contour of the outside or skin surface of the hindquarter. The cut shall be made on a straight line formed by and starting from that point on the backbone which is the juncture of the last (5th) sacral vertebra and the first (1st) tail (caudal) vertebra, and passing through that point which just misses the end of the protuberance of the femur bone and exposes the ball of the femur bone, continuing in the same straight line beyond the second point to complete the cut. Two tail vertebrae shall be left on the round. Attached to the tail bone of the round shall be the tip or rear corner of the fifth sacral vertebra all cod, rudder and pelvic fat remaining on the round after its severance from the full loin and flank shall remain on the round.

(v) "Trimmed full loin" means the portion of the hindquarter remaining after the severance of the round, flank, hanging tender (from the open side), kidney knob and excess loin (lumbar) and pelvic (sacral) fat from the inside of the loin, from the hindquarter, and comprising the short loin and sirloin (loin end) in one piece, the back bone of which portion shall include one and one-half (1½) thoracic vertebrae, six (6) lumbar vertebrae, and five (5) sacral vertebrae (the tip or real corner of the fifth sacral vertebra shall have been sawed off in severing the round from the full loin and flank), and which portion shall be obtained as follows: Part of the kidney knob, all of the kidney and the fat lying closely around the kidney in open (left) and closed (right) sides shall be removed first by a cut starting at the rear end of the kidney and slanting directly to the front edge of the half of the 12th thoracic vertebrae at the point of severance of the hindquarter and the forequarter.

(vi) The hanging tender, which means the cylindrical shaped piece of lean meat attached at one end under the kidney knob in open (left) side hindquarters shall be removed entirely from open side loins by being severed at a point opposite the juncture of the 1st and 2nd lumbar vertebrae.

(vii) After the severance of the round from the hindquarter, the flank shall be severed from the full loin by a cut starting at the heavy end of the full loin at the ventral point of severance of the round from the hindquarter and continuing in a straight line to a fixed point on the inside of the 13th rib determined by measuring off ten inches in a straight line from the center of the protruding edge of the 13th thoracic vertebrae, but in making the cut no more than one inch of cod or udder fat shall be left on the flank side of the face of the loin. (The 10 inch measurement shall be made from the center of the protruding edge of the 13th thoracic vertebrae and not from the hollow of the chine bone where the 13th rib joins the 13th thoracic vertebrae).

(viii) The excess loin (lumbar) and pelvic (sacral) fat shall be trimmed from the inside of the full loin by placing the full loin upon a flat surface, with no other support to change its position, meat side down, and removing all fat which extends above a flat plane parallel with the flat surface supporting the full loin and on a level with the full length of the protruding edge of lumbar section of the chine bone. Then all fat shall be removed which extends above a flat plane using the following two lines as guides for each edge of the plane: an imaginary line parallel with the full length of the protruding edge of the lumbar section of the chine bone which line extends 1 inch directly above such protruding edge; a line on the inside of the loin two inches from the flank edge and running parallel with such edge for the full length of the loin. All fat obstructing the measurement of the second line shall first be removed. In addition all rough fat in the pelvic cavity of the heavy end of the loin (sirloin) shall be trimmed smooth and trimming by a knife shall be apparent. No fat remaining in the pelvic cavity shall exceed one inch in depth.

(ix) "Short loin" means that portion of the trimmed full loin remaining after the severance of the sirloin (loin end) from the trimmed full loin, which portion shall be obtained by a cut perpendicular to the contour of the outside or skin surface of the trimmed full loin begun at a point which is the juncture on the chine bone of the 5th and 6th lumbar vertebrae and continuing in a straight line perpendicular to the contour of the outside or skin surface of the trimmed full loin to and through a point flush against the end of the hip (pin) bone, but leaving no part of the hip (pin) bone in the short loin. The backbone of the short loin shall include five (5) lumbar vertebrae, one and one-half (1½) thoracic vertebrae and part of the 13th rib.

(x) "Sirloin" (loin end) means the thick portion of the trimmed full loin remaining after the severance of the short loin from the trimmed full loin. The backbone of the sirloin shall include one (1) lumbar vertebra, five (5) sacral vertebrae (the tip or rear corner of the fifth (5th) sacral vertebra shall have been sawed off in separating the round from the trimmed full loin and flank), and the entire hip bone (ilium).

(xi) "Regular chuck" means the portion of the cross cut chuck remaining after the severance of the foreshank and brisket from the cross cut chuck, and containing most of the blade bone (scapula), part of the (humerus) arm bone, parts of the five ribs (1st to 5th, inclusive), that section of the backbone attached to the ribs, and neck bone (cervical vertebrae from 1 to 7, inclusive), which portion shall be obtained by a cut through the cross cut chuck made in a straight line perpendicular to the contour of the outside or skin surface of the cross cut chuck (thereby separating the brisket and foreshank from the cross cut chuck) starting at a fixed point on the inside of the 5th rib determined by measuring off ten (10) inches along the 5th rib in a straight line from the center of the protruding edge of the 5th thoracic vertebra, continuing in the same straight line to the tip of the forward end of the breast bone (forward end of 1st segment of sternum), and passing through the (humerus) arm bone in the same straight line to complete the cut. (Note: The 10-inch measurement shall be made from the center of the protruding edge of the 5th thoracic vertebra and not from the hollow of the chine bone where the 5th rib joins the 5th thoracic vertebra).

(xii) "Short plate" means the portion of the forequarter remaining after the severance of the cross cut chuck and the rib from the forequarter, and containing parts of seven ribs (6th to 12th, inclusive), the rib (costal) cartilages attached to them, and part of the breastbone.

(xiii) "Brisket" means the portion of the cross cut chuck remaining after the severance of the regular chuck and foreshank from the cross cut chuck, which portion contains part of 5 ribs (1st to 5th, inclusive), part of the breastbone and the rib (costal) cartilages which connect the ends of the rib bones with the breastbone. All heart fat, but no other fat shall be removed from the brisket.

(xiv) "Flank" means the portion of the hindquarter remaining after the severance of the round and untrimmed full loin from the hindquarter, which shall be obtained after the removal of the round by separation from the untrimmed full loin, starting the cut at the point at the lower end of the loan end (sirloin) which was the ventral point of separation of the full loin and round, leaving no more than one inch of cod or udder fat attached to the flank side of the face of the full loin, and continuing in a straight line to a fixed point on the inside of the 13th rib determined by measuring off ten inches in a straight line along the 13th rib from the center of the protruding edge of the 13th thoracic vertebra. (Note: The 10-inch measurement shall be made from the center of the protruding edge of the 13th thoracic vertebra and not from the hollow of the chine bone where the 13th rib joins the 13th thoracic vertebra.)

(xv) "Foreshank" means the portion of the cross cut chuck remaining after the severance of the regular chuck and brisket from the cross cut chuck, which portion shall be obtained (after separation of the regular chuck) by separation from the brisket by a cut following the natural seam and leaving the entire lip, or web muscle on the brisket.

(xvi) "Prime rib" means the portion of the forequarter remaining after the severance of the cross cut chuck and short plate from the forequarter, and containing parts of seven ribs (6th to 12th, inclusive), that section of the backbone attached to the ribs, posterior tip and cartilage of the blade bone (scapula), part of the blade bone (scapula),

which portion shall be obtained (by separation from the short plate) by a straight cut across the ribs starting at a fixed point determined by measuring off 10 inches on the inside of the 12th rib along the 12th rib from the center of the inside protruding edge of the 12th thoracic vertebra and continuing to and through a fixed point determined by measuring off 10 inches on the inside of the 6th rib along the 6th rib from the center of the inside protruding edge of the 6th thoracic vertebra. (Note: The 10-inch measurements shall be made from the centers of the protruding edges of the 6th and 12th thoracic vertebrae, and not from the hollow of the chine.)

(xvii) "Cross cut chuck" means the portion of the forequarter remaining after the severance of the rib and short plate from the forequarter, and comprising the regular chuck, brisket and foreshank all in one piece, which portion shall be obtained by cutting through the forequarter in a straight line between the 5th and 6th ribs, keeping the knife firmly against the 5th rib while cutting to the point where the 5th rib joins the rib (costal) cartilage, at which point the cut shall continue in the same straight line through the cartilage, the breast bone (sternum) and the meat of the brisket and short plate to complete the severance. The cross cut chuck shall contain five (5) ribs (1st, to 5th, inclusive).

(xviii) "Arm chuck" means the portion of the cross cut chuck remaining after the severance of the brisket from the cross cut chuck and containing the regular chuck and foreshank all in one piece.

(xix) "Back" means the portion of the forequarter remaining after the severance of the short plate, brisket and foreshank from the forequarter, and containing the rib and regular chuck all in one piece, which portion shall be obtained by a cut made in a straight line starting at a fixed point determined by measuring off 10 inches on the inside of the 12th rib along the 12th rib from the center of the inside protruding edge of the 12th thoracic vertebra and continuing to and through a fixed point at the tip of the forward end of the breastbone (forward end of 1st segment of sternum) through the (humerus) arm bone in the same straight line to complete the cut. (Note: Measurements shall be made from the center of the protruding edge of the 12th thoracic vertebra, and not from the hollow of the chine.)

(xx) "Triangle" means the portion of the forequarter remaining after the severance of the rib from the forequarter, and containing the short plate, brisket, foreshank and regular chuck all in one piece, which portion shall be obtained by removing the rib from the forequarter by a straight cut across the ribs starting at a fixed point determined by measuring off 10 inches on the inside of the 12th rib along the 12th rib from the center of the inside of the protruding edge of the 12th thoracic vertebra and continuing to a fixed point determined by measuring off 10 inches on the inside of the 6th rib along the 6th rib from the center of the inside protruding edge of the 6th thoracic vertebra, and severing the rib from the forequarter by a second cut made in a straight line between the 5th and 6th ribs keeping the knife firmly against the 5th rib to the point where the second cut meets the end of the first cut. (Note: Measurements shall be from the center of the protruding edge of the 12th and 6th thoracic vertebrae, and not from the hollow of the chine.)

(xxi) "Long plate" means the combination of the brisket and the short plate (12 ribs).

(2) *Island veal.* (i) "Veal wholesale cut" means and is limited to any of the following cuts meeting the following minimum specifications, derived from the veal carcass, but excluding the offal and any item not included herein. Ribs are designated as first to thirteenth, inclusive, counting as the first rib that one which is nearest the neck end of the side.

(ii) "Hindsaddle or hindquarter" means the portion of the carcass or side, respectively, remaining after the severance of the 12-rib foresaddle or forequarter and comprising the legs or leg, and loin, double or single, including the 13th rib, flank and kidney, all in one piece, which portion shall be obtained by cutting the veal carcass or side between the 12th and 13th ribs, keeping the knife firmly against the 12th rib and following the curvature of the rib to the point where the 12th rib turns, from which point the cut shall be continued by following a line through the cartilage and meat of the flank in the same straight line at right angles to the chine bone, completing the cut. Tail or caudal vertebrae to be left on the hindsaddle or hindquarter are not to exceed 2 in number.

(iii) "Foresaddle or forequarter" means the anterior portion of the carcass or side, respectively, remaining after the severance of the one-rib hindsaddle or hindquarter, which anterior portion shall be obtained by cutting the veal carcass or side between the 12th and 13th ribs keeping the knife firmly against the 12th rib and following the curvature of the rib to the point where the 12th rib turns, from which point the cut shall be continued by following a line through the cartilage and meat of the flank in the same straight line at right angles to the chine bone, completing the cut.

(iv) "Loin, double or single", means that portion of the hindsaddle or hindquarter remaining after severance of the legs, which portion shall be obtained by cutting in a straight line at a right angle to the chine bone, starting at the juncture of the 5th and 6th lumbar vertebrae, and continuing through a point flush against the anterior end or pin bone end of the pelvis, leaving all the hipbone in the leg. The cut shall be made in a straight line perpendicular to the contour of the outside or skin surface of the hindsaddle or hindquarter. The double loin is split through the center of the chine bone to make 2 single loins. The loin includes the 13th rib and is untrimmed, that is, it includes the flank, kidney, and fat.

(v) "Legs or leg" means the portion of the hindsaddle or hindquarter remaining after the severance of the loin from the hindsaddle or hindquarter, which portion shall be obtained by cutting squarely in a line at a right angle to the chine bone, starting at the juncture of the 5th and 6th lumbar vertebra and continuing in the same straight line through a point flush against the anterior end or pin bone end of the pelvis, leaving all the hipbone in the leg. The cut shall be made in a straight line perpendicular to the contour of the outside or skin surface of the hindsaddle. The pair of legs may be split through the center to make 2 single legs. The tail or caudal vertebrae remaining on the legs or leg are not to exceed 2 in number.

(vi) "Shoulder" means that portion of the forequarter (1st 5 ribs) remaining after the severance of the breast, neck, shank, and ribs.

(vii) "Hotel rack" means that portion of the forequarter after the severance of the shoulder and breast, and continuing seven ribs, 6th to 12th inclusive.

(3) *Lamb and mutton.* (i) "Wholesale cut" means, and is limited, to the following cuts meeting the following minimum specifications, derived from the carcass of the lamb or mutton, excluding the offal and other by-products.

(*a*) "Hindsaddle" and "hindquarter" mean the double and single hindquarters, respectively, including the 13th rib. The hindsaddle is made by cutting between the 12th rib to the point where the 13th rib turns. The cut is completed by following a line through the flank at a right angle to the chine bone. This cut is split in half through the center of the chine bone to make the hindquarter.

(*b*) "Foresaddle" and "forequarter" mean the double and single forequarters, respectively, and includes 12 ribs. It is the anterior portion of the carcass remaining after the removal of the hindsaddle. The foresaddle is made by cutting between the 12th rib to the point where the 13th rib turns. The cut is completed by following a line through the flank at a right angle to the chine bone. This cut is split in half through the center of the chine bone to make the forequarter.

(*c*) "Legs" and "leg" mean a pair of legs and one leg, respectively. The legs are separated from the loin by cutting squarely in a line at a right angle to the chine bone, just exposing the end or point of the hip bone and leaving all of the hip bone in the leg. The cut shall be made in a straight line which is perpendicular to the contour of the outside or skin surface of the hindsaddle. The pair of legs may then be split through the center to make a single leg.

(*d*) "Untrimmed loin" and "untrimmed half-loin" mean the double and single loin, respectively, and is the part of the hindsaddle which remains after the legs have been removed. The loin is separated from the hindsaddle by cutting squarely in a line at a right angle to the chine bone, just exposing the end or point of the hip bone, leaving none of the hip bone in the loin. The cut shall be made in a straight line which is perpendicular to the outside or skin surface of the hindsaddle. The loin includes the 13th rib and is not trimmed, i. e., it includes the flank, kidney and fat. The half loin is made by splitting the loin in half through the center of the chine bone.

(*e*) "Hotel rack" may be either the double or single rib sections from the 6th to the 12th ribs, inclusive, minus the breast. It is made by cutting the foresaddle or forequarter, starting at a point on the 12th rib not more than four inches down from the point of the eye, cutting in a straight line to a point on the 5th rib which is not more than four inches from the hollow of the chine bone on the inside, in the lamb carcass, and not more than four and one-half inches from the hollow of the chine bone on the inside in the mutton carcass. It is then separated from the yoke by cutting between the 5th and 6th ribs following the curvature of the ribs close to the 5th rib. It may be split through the center of the chine bone to make two single rib sections.

(*f*) "5-rib shoulder" means a cut made from the yoke by cutting in a straight line starting at a point on the 5th rib not more than four inches from the hollow of the chine bone on the inside in the lamb carcass passing through a point at the forward end of the first segment of the sternum or breast bone. This cut will separate the shoulder from the breast and shank. When the shoulder has been separated from the breast and shank, the only bone to show on the side of the shoulder other than the ribs is the arm bone. It may be split through the center of the chine bone.

(*g*) "Yoke" means the foresaddle minus the hotel rack. It consists of the neck, brisket, breast, shanks, and shoulders. The half yoke is made by splitting the yoke in half through the chine bone and neck bone.

(*h*) "Breast or shank" means either the part which remains after the 5-rib shoulder has been removed from the yoke, in which case it includes the breast, brisket, and shank, or the part which remains after the 5-rib shoulder has been removed from the chuck, in which case it includes the breast and shank.

[Sec. 19 amended by Am. 14, 8 F.R. 12703, effective 8-15-43 on the Island of Oahu and 8-25-43 on all other Islands in the Territory and as otherwise noted]

SEC. 19a. *Sales at retail of Island meats, poultry, and certain dairy products.*

[Heading amended by Am. 46]

(a) *Prices to be marked and posted.* Notwithstanding the provisions of this Maximum Price Regulation 373, on and after the date any commodity becomes subject to this section 19a every person offering to sell any such commodity shall mark the selling price of such commodity on the commodity itself in a manner plainly visible to and understandable by the purchasing public. In addition to this requirement, every retailer shall also place on his meat counter, or other location equally accessible to the public, one or more copies of the maximum prices established herein. Retailers located in Zones 2 and 3 of Hawaii and Zone 2 of Maui may not include in the posted prices the allowed additions specified in paragraph (c).

(*b*) *Definitions.* When used in this section 19a the term:

(1) "Sale at retail" means a sale or a selling to ultimate consumers, restaurants, hospitals, and institutions where the sale of commodities covered herein aggregates $100.00 or less to the same person in a period of twenty-four hours. Sales over this amount shall not exceed the maximum prices for sales at wholesale established by this Maximum Price Regulation 373.

(2) "Zone 2 on the Island of Maui" shall comprise the district of Hana and that portion of the district of Makawao lying south of the south boundary of Ahupuha Kamaole.

(3) "Zone 2 on the Island of Hawaii" shall comprise the district of North Hilo, Hamakua, and Kau, as defined by Hawaiian Statute.

(4) "Zone 3 on the Island of Hawaii" shall comprise the districts of North Kohala, South Kohala, North Kona, and South Kona, as defined by Hawaiian Statute.

(c) The maximum prices of items of different grades from those specified shall be the most nearly comparable grade of that item for which a maximum price is established by this section 19a.

(d) [Revoked]

[Paragraph (d), formerly subparagraph (4), revoked by Am. 46, 9 F.R. 3967, effective 3-1-44]

(e) [Revoked]

[Paragraph (e), formerly subparagraph (5), revoked by Am. 55, 9 F.R. 4785, effective 3-1-44]

(f) No retailer may store under refrigeration, for buyers' account, any of the commodities covered by this section 19a for periods exceeding 24 hours.

(g) The maximum price for sales of retail cuts of meat, or other commodities specifically covered by this section 19a, aggregating between $50.00 and $100.00 shall be 10 per cent less than the maximum price specified in this section 19a.

(h) The maximum prices of wholesale cuts of Island meats sold by retailers shall be the same as those prescribed for wholesalers in section 19 of this regulation. It is the purposes of this provision to enable the retailer to compute his maximum prices on those carcasses or portions of carcasses from which are derived the retail cuts.

[Paragraph (h) added by Am. 15, 8 F.R. 13019, effective 8-27-43, and amended by Am. 46, 9 F.R. 3967, effective 3-1-44]

(i) The maximum price of any retail cut of meat where the various cuts from a particular carcass are all sold at the same price shall be 25% on selling price over the carcass cost.

[Paragraph (i) added by Am. 15]

[Tables A through J revoked and Tables K through R redesignated A through H by Am. 46, 9 F.R. 3967, effective 3-1-44]

TABLE A—ISLAND BEEF AT RETAIL

Grading. All Island steers and heifers shall be sold not higher than the maximum price of Grade A cuts. All Island cows shall be sold not higher than the maximum price of Grade B cuts.

TABLE A—Continued

Retail cut	Grade A maximum price (cents per lb.)		Grade B maximum price (cents per lb.)	
	Oahu	Other islands	Oahu	Other islands
Flank Steak	44	42	40	38
Sirloin Tip Steak (Top Sirloin or Sirloin Butt)	47	46	44	43
Sirloin Steak	47	46	44	43
Porterhouse or T-Bone	55	53	50	47
Regular Round Steak	44	42	40	38
Top Round Steak	47	45	43	41
Bottom Round Steak	40	40	38	36
Prime Rib Roast, 8 Rib	36	34	34	32
Prime Rib Roast Boned & Rolled	47	42	42	40
Rib Steak	45	40	40	38
Chuck Roast or Shoulder Rib Roast:				
1st 5 Ribs	30	25	25	23
Chuck Roast, boneless	35	32	32	30
Chuck Steak	33	28	28	26
Round Bone Shoulder Roast, Ribs off, round bone in	35	29	30	27
Boneless Cross Rib	42	40	38	35
Trimmed Rump	35	32	32	30
Plate Beef	19	17	17	17
Short Ribs	25	22	22	20
Brisket, 1st 5 Ribs, bone in	25	22	22	20
Soup Bones:				
Center Shank	18	18	18	15
Knuckle Bones	2	2	2	2
Boneless Lean Stew Meat	35	32	35	32
Hamburger	30	30	30	30
Lean Ground Beef	40	35	40	35
Corned Beef, boneless brisket	34	30	34	30

NOTE: Beef corned from cuts other than boneless brisket shall sell at a maximum price not to exceed the maximum price of the original cuts as listed above.

TABLE B—ISLAND VEAL AT RETAIL

Retail cut	Maximum price (cents per lb.)	
	Oahu	Other islands
Loin Chops	53	51
Sirloin Tip, Roast or Steak	52	50
Loin Steak, Large	55	53
Leg Roast	38	36
Rump Roast	40	38
Leg Cutlet	63	61
Rib Chops	50	48
Shoulder Roast	35	33
Shoulder Chops	39	37
Round Bone Shoulder Roast	38	36
Breast, Neck & Shank	22	20
Trimming	30	28

TABLE C—ISLAND LAMB AT RETAIL

Retail cut	Maximum price (cents per lb.)	
	Oahu	Other islands
Rib Chops	34	32
Shoulder Chops	29	27
Legs	38	36
Small Loin	49	47
Large Loin	44	42
Breast, Neck or Shanks	15	13

TABLE D—ISLAND MUTTON AT RETAIL

Retail cut	Maximum price (cents per lb.)	
	Oahu	Other islands
Rib Chops	28	26
Shoulder Chops	21	19
Legs	26	24
Small Loin	32	30
Large Loin	28	26
Breast, Neck & Shanks	10	8

TABLE E—ISLAND PORK AT RETAIL

Grading: Grade A Island pork is pork derived from young pigs. Grade B Island pork is defined as pork derived from sows and stags. All Grade B cuts must be plainly marked as such when exhibited for sale. No cuts shall be offered for sale or sold other than those shown below.

Retail cut	All islands	
	Grade A maximum price (cents per lb.)	Grade B maximum price (cents per lb.)
Legs, Boneless	55	40
Bone in	63	32
Center Leg Slices	55	35
Shoulder, Boneless	52	
Bone in	50	28
Steaks	52	
Loin Roast, either end	52	40
Loin Center Chops or Roast	55	40
Spare Ribs	45	30
Bellies, Rib, Bone in	40	24
Ribs removed	35	22
Loin attached	40	24
Hocks, fresh	35	30
Feet, fresh	26	20
Jowl	25	20
Head, Boneless	25	15
Bone in	17	12
Tails, Fresh	35	20
Roasted or Barbecued, all cuts	70	Not permitted
Rendered Pork Fat or Leaf Lard	20	20
Pork Fat	10	10

TABLE F—ISLAND POULTRY AT RETAIL

Definition. "Dressed poultry" is poultry which has been killed, bled, and plucked.

[Above text amended by Am. 45, 9 F.R. 3341, effective 1-17-44]

Commodity	*All islands maximum price, cents per lb.*
Chickens—(Broilers, fryers, roasters and capons):	
Dressed weight	70
Live weight	61
Chickens—(Hens):	
Dressed weight	60
Live weight	52
Turkeys—(Young toms or young hens):	
Dressed weight	70
Live weight	61
Turkeys—(Gobblers or old hens):	
Dressed weight	60
Live weight	52
Ducks and geese:	
Dressed weight	60
Live weight	52
Squabs:	
Dressed weight	87
Live weight	76
Miscellaneous	
Island rabbits—(Fryers):	
Dressed, and drawn, 2½ pounds or less	70
Live, 4½ pounds or less	37
Island rabbits—(Roasters):	
Dressed and drawn, over 2½ pounds	60
Live, over 4½ pounds	34

TABLE G—ISLAND FANCY MEATS AT RETAIL

Commodity	*All islands maximum price, cents per lb.*
1. Brains:	
Beef	28
Veal	28
Lamb or mutton	28
Pork	28
2. Head, skinned:	
Pork	24

TABLE G—ISLAND FANCY MEATS AT RETAIL—Continued

Commodity—Continued.	*All islands maximum price, cents per lb.*
3. Heart:	
Beef	20
Veal	20
Lamb or mutton	16
Pork	20
4. Kidneys:	
Beef	28
Veal	28
Lamb or mutton	30
Pork	35
5. Liver:	
Beef	40
Veal	50
Lamb or mutton	34
Pork	35
6. Lungs, large, each:	
Beef	14
Veal	14
Lamb or mutton	14
Pork	20
7. Lungs, small, each:	
Beef	8
Veal	8
Lamb or mutton	8
8. Lungs & heart, per set:	
Pork	28
9. Sweetbreads:	
Beef	35
Veal	57
Lamb or mutton	35
10. Tails:	
Beef	27
Veal	27
Pork	38
11. Tongue, trimmed:	
Beef	25
Veal	27
Lamb or mutton	22
Pork	35
12. Tripe, large:	
Beef	12
Veal	12
Lamb or mutton	9
Pork	12
13. Tripe, small:	
Beef	9
Veal	9
Lamb or mutton	9
Pork	9

[Tables F and G, formerly P and Q, amended by Am. 15, 8 F.R. 13019, effective 8-27-43]

TABLE H—ISLAND EGGS AT RETAIL

COMMODITY	*Maximum Price Cents per doz. all islands*
Shell Eggs—large, cartoned	.85
Shell Eggs—medium, cartoned	.79
Shell Eggs—small, cartoned	.61
Shell Eggs—large, loose	.83
Shell Eggs—medium, loose	.77
Shell Eggs—small, loose	.59

[Sec. 19a, formerly (j) of sec. 19, amended by Am. 7, 8 F.R. 10270, effective 5-31-43 and as otherwise noted]

SEC. 19b. *Ceiling prices for sales at retail of mainland meats, meat products, poultry, eggs and certain dairy products*—(a) *What is covered by this section.* Ceiling prices for sales at retail of all mainland meats, meat products, poultry, eggs and certain dairy products are fixed in paragraph (h). The only mainland beef, veal, pork, lamb and mutton cuts and variety meats which you may sell or offer to sell at retail are those described in paragraph (e). Certain additional charges are permitted in paragraph (f) to cover transportation differentials existing in certain localities of the outer Islands. These localities are:

(1) "Zone 2 on the Island of Hawaii", which comprises the districts of North Hilo, Hamakua and Kau, as defined by section 7620 of Revised Laws of Hawaii, 1935.

(2) "Zone 3 on the Island of Hawaii", which comprises the districts of North Kahala, South Kahala, North Kona and South Kona, as defined by section 7620 of Revised Laws of Hawaii, 1935.

(3) "Zone 2 on the island of Maui", which comprises the districts of Hana and that portion of the district of Makawao lying south of the south boundary of ahupuaa Kamaole, as defined by section 7620 of Revised Laws of Hawaii, 1935.

(b) *What beef, veal, pork, lamb and mutton cuts or variety meats or edible by-products you may sell.* On and after effective date of this section, the only beef, veal, pork, lamb, and mutton items you may sell are:

(1) Those cuts—fresh, frozen, cured or smoked—which are described and given dollar-and-cents ceiling prices under this section.

(2) Those variety meats and edible by-products which are described and given dollar-and-cents ceiling prices under this section.

(3) Fresh and smoked sausage and ready-to-eat items which are given dollar-and-cents ceiling prices or margins under this section.

(c) *Sales to eating places.* Your ceiling prices for sales to hotels, restaurants, institutions and other eating places selling or furnishing meals are ceiling prices fixed by section 19 of this regulation (Maximum Slaughterers' and Wholesalers' Prices for Mainland Meat Products and Certain Mainland Dairy Products, and Maximum Prices for Island Meats, Hogs, Rabbits, Poultry and Eggs Sold by Slaughterers, Wholesalers and Producers). Nevertheless, you may during any month use the ceiling prices fixed by this section in selling to eating places if 80% or more of your total dollar sales of the items covered by this section during the previous calendar month were retail sales to consumers; that is, persons who buy these items to be eaten by themselves or their families off your premises.

(d) *Grades.* Mainland beef, veal, lamb and mutton must be graded as required under Maximum Price Regulation No. 169 (Beef and Veal Carcasses and Wholesale Cuts), Revised Maximum Price Regulation No. 239 (Lamb and Mutton Carcasses and Cuts at Wholesale and Retail) and Office of Economic Stabilization Regulation No. 1 (Grading and Grade Labeling of Meats).

The grades applicable to this section are these:

(1) Beef, veal and lamb grades:

Choice	or AA
Good	or A
Commercial	or B
Utility	or C

(2) Mutton grades:

Good	or S
Commercial	or M
Utility	or R

Under the requirements of Office of Economic Stabilization Regulation No. 1, grade marks placed on mainland beef, veal, lamb and mutton carcasses and wholesale cuts in conformance with that regulation may not be removed before selling.

Mainland poultry must be classified by grades as set forth in Revised Maximum Price Regulation No. 269 (Poultry). The grades are:

Grade A
Grade B
Grade C

(e) *Description of the mainland retail beef, veal, pork, lamb and mutton cuts you may make.* This paragraph describes the different retail cuts of beef, veal, pork, lamb and mutton which you may sell and how they are to be cut. If you have on hand a carcass, side, quarter or combination cut of mainland beef, veal, pork, lamb or mutton you must first cut it into the standard wholesale cuts set forth in section 19 of this regulation (Maximum Slaughterers' and Wholesalers' Prices for Mainland Meat Products and Certain Mainland Dairy Products, and Maximum Prices for Island Meats, Hogs, Rabbits, Poultry and Eggs Sold by Slaughterers, Wholesalers and Producers), before you make the retail cuts.

All mainland wholesale cuts of beef, veal, pork, lamb and mutton sold in the Territory of Hawaii must comply either with the cutting specifications set forth in Maximum Price Regulation No. 169 (Beef and Veal Carcasses and Wholesale Cuts), Revised Maximum Price Regulation No. 239 (Lamb and Mutton Carcasses and Cuts at Wholesale and Retail), Revised Maximum Price Regulation No. 148 (Dressed Hogs and Wholesale Pork Cuts), and Office of Economic Stabilization Regulation No. 1 (Grading and Grade Labeling of Meats), or with section 19 of this regulation.

All retail cuts covered in the following specifications shall be trimmed as described before the cuts may be weighed or sold to the customer. No fat shall be added to any of the cuts before they are weighed or sold to the customer.

(1) *Retail beef cuts*—(i) *Steaks.* (*a*) Flank steak is made from a standard wholesale beef flank. All membrane shall be removed from this steak. This steak shall not be cut into more than two pieces before selling.

(*b*) Porterhouse, T-bone and Club Steaks are made from the standard primal short loin. Porterhouse steaks contain a large portion of the tenderloin; T-bone steaks contain a small portion of the tenderloin; Club steaks contain no tenderloin. All fat exceeding 1" in thickness shall be trimmed from these steaks.

(*c*) Rib steaks are 10" and 7" cuts made from the standard primal rib after the blade bone or blade cartilage has been removed. The rib bone or bones in these cuts shall measure no longer than 10" or 7", respectively, in a straight line from the protruding edge of the chine bone.

(*d*) Round steak (bone in), full cut, includes a part of the top round, the bottom round, and the eye of the round and round bone. Round steaks (full cut) shall contain the round bone but no part of the knee cap or knuckle bone. All fat exceeding 1" in thickness shall be trimmed from this steak. It may be cut into two or more pieces before selling.

(*e*) Shoulder steak (blade bone) is made from the blade bone portion of the standard primal chuck. No portion of the arm knuckle shall be included in any blade bone shoulder steak. All fat exceeding 1" in thickness shall be removed from this steak.

(*f*) Shoulder steak (round bone or arm cut) is made from the shoulder round bone portion of the standard primal chuck. No portion of the arm knuckle shall be included in any round bone shoulder steak.

(*g*) Sirloin or pinbone (bone in) is made from the standard primal sirloin (loin end). All fat exceeding 1" in thickness shall be trimmed from this steak.

(*h*) Sirloin tip or butt steak (boneless) is made from the sirloin tip or butt roast.

(ii) *Roasts.* (*a*) Chuck or shoulder (round bone) roast is made from the shoulder round bone portion of the standard primal chuck. No portion of the arm knuckle shall be included in any chuck or shoulder (round bone) roast.

(*b*) Chuck or shoulder (blade bone) roast is made from the blade bone portion of the standard primal chuck. No portion of the knuckle shall be included in any blade bone roast.

(*c*) Heel of round (boneless) roast is separated from the hind shank according to the usual practice in each locality. It shall not include the front muscle of the shin bone and it shall be entirely boneless.

(*d*) Rib roast. This roast is made in 10" and 7" cuts from the standard primal rib. The rib bone shall measure no longer than 10" and 7", respectively, in a straight line from the protruding edge of the chine bone. The blade bone or cartilage shall be removed from this roast.

(*e*) Rump roast (trimmed, bone in) shall contain part of the aitch bone but no rump knuckle bone. Not more than 1" of fat shall be left on the outside or within the pelvic cavity of this cut.

(iii) *Stew and other cuts.* (*a*) Lean meat (boneless) is made from fresh, lean, muscle beef including skirt, brisket, flank, shank, neck, plate, heel of round, or other beef trimmings.

(*b*) Brisket (bone in) is made from the standard primal brisket without removing the bones. All fat exceeding 1" thickness shall be removed from this cut.

(*c*) Brisket (boneless) is the boneless meat of the primal brisket after all bone, gristle, cartilage and excess fat have been removed.

(*d*) Flank meat (boneless) is the meat remaining after the flank steak, bone, gristle, membrane and cod fat have been removed from the primal cut.

(*e*) Ground beef or hamburger means ground or chopped fresh, lean, muscle beef including skirt, flank, shank, neck, plate, brisket, heel of round or lean beef trimmings, and must not contain more than 28% beef fat by chemical analysis. Head meat, glandular meats, blood, cartilage, gristle, bone, cereal of any kind or any other ingredient shall not be put into ground beef.

(*f*) Knuckle bones (closely trimmed) shall include rump knuckle, arm bone knuckle, shoulder knuckle, and stifle joints, but shall not include knee caps or other bone.

(*g*) Shin bones (meaty), hind or fore, center cuts, are made from the standard wholesale fore shank after the tongue piece, knee bone, and knuckle end as been removed, and hind shank after the heel of round and hock and stifle joint have been removed.

(*h*) Plate (bone in) is made from the standard primal plate without removing the bones. The diaphragm or skirt muscle may or may not be removed, but the membrane on each side of the skirt and on the inside of the plate and all loose fat shall be removed.

(*i*) Plate (boneless) is the boneless meat of the primal plate after all bone, gristle, cartilage, membrane and excess fat have been removed.

(*j*) Short ribs are the part of the ribs which are removed when making a 7" rib cut from the standard 10" primal rib.

(*k*) *Suet.* Suet means the fat covering around the kidney and on the inside of the loin and pelvic cavities and does not include cod or other beef fats.

(iv) *Beef variety meats.* Beef variety meats means brains, heart, liver, sweetbreads, tongue, tripe, kidneys and tails.

(2) *Retail Veal Cuts*—(i) *Steaks and chops.* (*a*) Loin chops (small) (without kidney) means chops cut from the loin after removing the flank and the kidney. The fat may not be in excess of ½" on either side.

(*b*) Loin chops (large) means the large end of the veal loin or sirloin including the hip or pin bone.

(*c*) Rib chops means chops cut from the forequarter of veal and may include seven ribs. These chops shall not be over 6" in length on the inside from the protruding edge of the chine bone to the rib end of the chop and include the 6th and 12th ribs.

(*d*) Shoulder chops (blade or arm) mean any chops cut from the square cut shoulder. They shall not contain any part of the neck or shank or shoulder knuckle bone.

(*e*) Leg steaks or cutlets (round bone) are cut from the leg of veal "rump off". The portion known as the heel of round may not be included but may be used either as a boneless roast, boneless stewing veal, or ground veal.

(ii) *Roasts.* (*a*) Leg of veal (whole) means that portion of the hindquarter remaining after the severance of the loin at the pin bone. The hock joint must be removed before selling.

(*b*) Leg (shank half) means the whole leg as described, which has been cut in half. This must be sold without removing any round steaks (cutlets). The hock joint must be removed before selling.

(*c*) Rump of veal means the rump cut from the leg by placing the knife 1" from the knob at the aitch bone, contin-

uing the cut close to the edge of the aitch bone perpendicular to the outside or skin surface.

(*d*) Sirloin roast (bone in) means the entire hip or sirloin of veal cut from the whole leg of veal.

(*e*) Chuck or shoulder (square cut) (bone in) means the forequarter of veal minus the rib, shank, breast and neck.

(*f*) Loin roast (without kidney) means that portion of the hindquarter of veal remaining after severance of the legs at the hip or pin bone. The kidney and 3" of flank must be removed.

(*g*) Rib roast means the 6th to 12th ribs, inclusive, cut from the foresaddle. The ribs shall not be over 6" in length on the inside from the protruding edge of the chine bone to the end of the rib.

(*h*) Rump and sirloin (bone in) means a combination of the rump and the sirloin cuts as defined under each of those headings.

(iii) *Stews and other cuts.* (*a*) Breast (bone in) means all or any part of the breast cut into one or more pieces.

(*b*) Neck (bone in) means the entire neck and veal. This cut may also be sold boneless or as ground veal.

(*c*) Shank (hind or fore) (knee removed) means the shank cut from the forequarter or from the hindquarter after the round steak, heel of round and stifle joints have been removed. Knee caps must also be removed from this cut. Shank meat may also be sold boneless or in ground veal or patties.

(*d*) Trimmings means fresh pieces of veal including skirt, flank, shank, neck, breast or heel of round after all gristle, cartilage and sinews have been removed.

(*e*) Ground veal or patties means any part of the veal boned and ground and sold in any form (patties, loaves, etc.). Head meat, glandular meats, blood, cartilage, gristle, bone, cereal of any kind, or any other ingredient shall not be put into ground veal or veal patties.

(iv) *Variety meats.* Variety meats means brains, heart, liver, sweetbreads, tongue, tails, tripe and kidneys, from veal or calves.

(v) *Fabricated veal cuts.* Fabricated veal cuts are standard wholesale cuts from which at least 25% of the bone has been removed. They include the following cuts:

(*a*) Shoulders (boned, rolled and tied) means the whole veal shoulder, boneless, as prepared by mainland packers.

(*b*) Legs (boned, rolled and tied) means the leg of veal with all bone removed, rolled and tied.

(*c*) Legs (oven prepared) means leg of veal partially boned with the rump and shank bones removed.

(*d*) Breast (boneless) means the entire breast of veal with all bone, gristle and excess fat removed.

No fabricated veal cut may be sold at retail unless it is imported as such and it is properly identified at the place where it is offered for sale with a tag or sign attached stating "Fabricated veal".

(3) *Pork*—(i) *Retail pork cuts.* Retail cuts of mainland pork are made from carcasses or standard wholesale cuts of pork imported from the mainland. They include the following:

(*a*) "Regular ham" includes hams cut from the hog carcass not less than 2¼" nor more than 2¾" from the exposed end of the aitch bone, properly faced, with the shank cut off at or above the hock joint, with loose fat and gut fat removed from the face and pelvic cavity with the cushion side well rounded and no excessive fat.

(*b*) "Skinned ham" includes hams cut as regular hams but with the skin removed to leave a collar covering not more than 40% of the length of the ham, with the fat beveled back at least 3" from the lean meat at the butt, neatly rounded and beveled on flank and cushion, with not over 1¼" of fat left on any portion of the ham from which the skin has been removed.

(*c*) "Regular picnic, shank on", includes picnics cut from the shoulders 2 ribs wide in such manner as to leave not less than 1" or more than 2½" of blade bone in the picnic, closely trimmed, properly faced, with the lip and breast flap removed, well rounded and with the fat properly beveled on the butt end.

(*d*) "Regular picnic, shankless" includes regular picnics from which the shank has been cut off close to the breast and parallel to the knee joint.

(*e*) "Regular shoulder" includes shoulders cut two ribs wide, with the breast flap taken off and the neck removed close to the body of the shoulder, and with the foot cut off at the knee joint.

(*f*) "Skinned shoulders" includes shoulders cut as regular shoulders, but with skin taken off within 4" of the base of the shank, neatly beveled on the edges, and with not over ¾" of fat left on any portion of the shoulder from which the skin has been removed.

(*g*) "Regular or skinned shoulder, shank off" includes regular or skinned shoulders from which the shank has been cut off close to the breast and parallel to the knee joint.

(*h*) "Boston butt" includes butts the surplus fat of which has been removed to within ½" of the lean meat on all portions of the butt and which are neatly beveled on the edges.

(*i*) "Regular pork loins" includes loins from which all excess fat over the tenderloin has been removed and the fat on the back of which does not exceed approximately ½" in thickness.

(*j*) "Boneless pork loins, or Canadian bacon" means the boneless eye muscle only, which has been separated from the other parts of the pork loin at the natural muscle seam. The fat shall not exceed ¼" in thickness.

(*k*) "Fat back pork" includes pork derived from the fat back of well finished hogs and cut into pieces about 6" square.

(*l*) "Virginia cured" includes products dry salted cured, washed, peppered and hung from 10 to 30 days before smoking, smoked and hung until product is at least 5 months old.

(*m*) "Pork bellies, fresh or cured" means bellies reasonably square cut without excessive bootjack and boneless.

(*n*) "Pork sausage, bulk, type 2" means sausage made from pork which has a fat content not in excess of 50% and contains no extender or cereals.

(*o*) "Variety meats" includes brains, hearts, kidneys, liver and tongues.

(*p*) "Leg steaks, center cuts" are made from a skinned leg of pork and must not exceed 20% of the weight of the entire leg from which it is derived.

(*q*) "Pork chops, center cuts" are made from regular pork loins and shall not exceed 50% of the weight of the entire pork loin from which it is derived.

(*r*) "Shoulder steaks or roasts, bone in and boneless" are slices or roasts cut from a skinned shoulder. No fat in excess of ¾" may be left on these steaks or roasts.

(*s*) "Sausage, pork and veal (bulk) (type 3)" means sausage containing not more than 70% ground veal as defined in (*e*) (2) (iii) (*e*) and not less than 30% pork trimmings and fat.

[Subparagraph (*s*) added by Am. 50, 9 F.R. 4194, effective 3–13–44]

(ii) *Fabricated pork cuts.* Fabricated pork cuts are standard wholesale cuts of pork from which at least 25% of the bone has been removed. (Typical items are boneless or semi-boneless pork loins.) No fabricated pork cut may be sold at retail unless it is imported as such and it is properly identified at the place where it is offered for sale with a tag or sign stating "Fabricated Pork."

(4) *Retail lamb and mutton cuts*—(i) *Steaks and chops.* (*a*) Loin chops (large) are cut from the large end of the full loin or sirloin, including the entire hip or pin bone.

(*b*) Loin chops (small) are cut from the small end of the loin after removing the flank and kidney. The back fat, or suet, must not be in excess of ½" on either side.

(*c*) Shoulder (blade or arm chops) are cut from the square cut shoulder. They shall not contain any part of the shank or neck.

(*d*) Rib chops are cut from the hotel rack by cutting between the ribs. All chops that contain any segments of shoulder blade or cartilage shall be sold as shoulder lamb chops.

(ii) *Roasts.* (*a*) Leg means the whole leg of lamb after the loin has been removed at the hip or pin bone. (A short leg may also be sold by removing the sirloin or leg chops from the hip bone to the aitch bone).

(*b*) Chuck or shoulder (square cut, neck off) means the whole or any part of the lamb shoulders with neck, flank and breast removed.

(*c*) Sirloin roast (bone in) means the large or leg chops removed from the leg in one piece from the hip to the aitch bone.

(*d*) Rib roast means all or part of the hotel rack. The ribs shall not be more than 5" long from the hollow of the chine bone on the inside of a lamb or mutton carcass.

(*e*) Yoke or triangle (bone in) means the fore saddle minus the hotel rack. It consists of the neck, breast, flank, shank and 5-rib shoulder.

(iii) *Stews and other cuts.* (*a*) Breast or flank means all or any part of the breast or flank cut in one or more pieces.

(*b*) Neck (bone in) means all or any part of the neck cut in one or more pieces.

(*c*) Shanks (bone in) means shanks cut from the shoulder of lamb The shin bone or trotters must be removed.

TABLE B—MAINLAND VEAL AT RETAIL[1]

	Choice or Grade AA	Good or Grade A	Com'l. or Grade B	Utility or Grade C
	Per pound	*Per pound*	*Per pound*	*Per pound*
Steaks and chops:				
Loin Chops (small) (without kidney)	$0.67	$0.58	$0.57	$0.55
Loin Chops (large)	.67	.60	.59	.57
Rib Chops	.61	.53	.52	.51
Shoulder Chops (blade or arm)	.43	.40	.39	.37
Leg Steaks (cuplets)	.70	.70	.65	.65
Roasts: (whole)				
Leg (shank half)	.45	.40	.37	.37
Rump	.45	.43	.42	.42
Sirloin roast (bone in)	.67	.60	.60	.57
Chuck or shoulder (square cut)	.49	.49	.39	.37
Loin	.68	.58	.57	.55
Rump and sirloin (bone in)	.60	.53	.53	.51
Stews and other cuts:	.50	.50	.49	.47
Breast	.22	.22	.19	.19
Neck (bone in)	.22	.22	.19	.19
Shank (hind or fore) (knee removed)	.30	.30	.30	.30
Trimmings	.35	.35	.33	.33
Ground veal or patties				
Fabricated veal cuts:	.26			
Shoulders, boned, rolled and tied	.53	.53	.49	.47
Legs, boned, rolled and tied	.60	.60	.52	.47
Legs, oven prepared	.56	.53	.50	.44
Breast (boneless)	.33	.33	.33	.33
Variety meats:				
Brains	.26			
Hearts	.37			
Kidneys	.37			
Livers, type A	.85			
Livers, type B	.80			
Sweetbreads	.68			
Tongues	.46			
Tails	.27			

[1] The retailer must not sell any ground meat unless it is ground beef, ground veal or ground lamb as defined in Paragraph (*e*) of this section, and he must not sell such ground meat at prices higher than those listed above. If a customer buys any retail cut of meat and wants it ground, the retailer may grind that cut of meat for the customer, but no additional charge may be made to the customer for grinding it.

TABLE C—MAINLAND PORK AT RETAIL[1]

	Cents per pound
Steaks and chops:	
Leg steaks (center cut)	$0.49
Shoulder steaks (bone in)	.45
Shoulder steaks (boneless)	.50
Boston butts (sliced) (bone in)	.47
Boston butts (boneless) (sliced)	.50
Pork chops (semi-boneless)	.52
Pork chops (boneless)	.57
Pork chops (center cuts) (bone in)	.49
Pork chops (end cuts (rib or loin))	.40
Roasts:	
Leg (regular) (bone in) (whole or half)	.42
Leg (skinned) (bone in) (shank or butt)	.45
Shoulder (bone in) (shank off)	.45
Shoulder (boneless)	.50
Pork loin (semi-boneless)	.52
Pork loin (boneless)	.57
Pork loin (whole or half) (or end cuts)	.40
Pork loin (center cuts) (bone in)	.49
Boston butts (bone in)	.47
Picnics (shank on—whole)	.42
Picnics (shankless) (whole or half)	.45
Miscellaneous pork cuts:	
Fat back (fresh or cured)	.25
Spare ribs (fresh or cured)	.38
Pork shanks or hocks (pickled)	.30
Pork shanks or hocks (fresh)	$0.26
Pigs feet (pickled)	.25
Pigs feet (fresh)	.20
Pork tails (fresh or cured)	.25
Pork bellies (fresh or cured)	.32
Tenderloin	.55
Sausage (bulk) (Type 2)	.40
All other pork or breakfast sausage	(†)
Sausage, pork and veal (bulk) (type 3)	.35
Variety meats:	
Brains	.27
Hearts	.29
Kidneys	.27
Liver	.32
Tongues	.37

[1] Ceiling prices for sales of mainland smoked or ready-to-eat meat items are fixed in Table H.

† If your "net cost" of the item being priced is under 40¢ per lb. add 12¢ per lb. to the "net cost". If your "net cost" of such item is 40¢ per lb. or more add 15¢ per lb. to your "net cost". "Net cost" is the amount you paid your supplier after deducting all discounts and allowances.

[Table C amended by Am. 50, 9 F.R. 4194, effective 3–13–44]

(e) Post your ceiling prices. **You must not later than March 1, 1944, post at your store your "Official OPA List of Retail Ceiling Prices of Mainland Meats, Meat Products, Poultry, Eggs and Certain Dairy Products". You may use an extra copy of the OPA list as long as the printing is just as legible and at least as large. The list should be put on or at the counter of the meat department of the store in one or more places where your customers may easily examine and read it. You must get your official copies of your price list for posting or copying from your War Price and Ration Board or from your district Office of Price Administration office. If you display any cut of beef, veal, pork, lamb or mutton or any variety meat or edible by-product, you must put on it your selling price for that cut. Section 10 (b) of this regulation shall not apply to this section.**

(h) Ceiling prices.

TABLE A—MAINLAND BEEF AT RETAIL[1]

	Choice or Grade AA	Good or Grade A	Commercial or Grade B	Utility or Grade C
	Per lb.	*Per lb.*	*Per lb.*	*Per lb.*
Steaks:	$0.65	$0.63	$0.58	$0.50
Porterhouse, T-bone or club	.52	.48	.45	.40
Rib, 7" cut	.48	.45	.42	.37
Rib, 10" cut	.45	.42	.40	.37
Sirloin or ramp bone	.52	.48	.45	.40
Round (bone in) (full cut)	.57	.53	.50	.47
Sirloin tip or butt (boneless)	.57	.53	.50	.47
Shoulder (round bone)	.42	.40	.39	.37
Shoulder (blade bone)	.42	.40	.38	.36
Flank	.42	.40	.38	.36
Roasts:				
Tip or butt (boneless)	.53	.53	.47	.47
Rib standing 10" cut (chine bone in)	.52	.48	.42	.37
Rib standing 7" cut (chine bone in)	.62	.57	.45	.40
Rump (trimmed) (round bone)	.60	.60	.57	.54
Chuck—pot roast—(round bone)	.40	.38	.37	.35
Chuck—pot roast—(blade bone)	.40	.38	.37	.35
Heel (boneless) pot roast	.40	.40	.37	.37
Stews and other cuts short ribs:				
Short ribs	.30	.30	.25	.25
Plate (bone in)	.27	.27	.25	.25
Plate (boneless)	.30	.30	.25	.25
Brisket (bone in) (fresh or cured)	.30	.30	.25	.25
Brisket (boneless) (cured)	.49	.49	.44	.44
Flank meat (boneless)	.47	.47	.47	.47
Rump meat (boneless)	.60	.60	.57	.57
Meaty shinbone (hind or fore) (center cut)	.20	.20	.15	.15
Knuckle bones (closely trimmed)	.05	.05	.05	.05
Suet	.05	.05	.05	.05
Ground beef	.35	.35	.35	.35
Variety meats:				
Brains	.26			
Hearts	.30			
Kidneys	.26			
Liver A (uninjected)	.47			
Liver B (uninjected)	.42			
Sweetbreads	.45			
Tails	.28			
Tongues	.45			
Tripe (cooked)	.24			
Tripe (pickled)	.15			
Smoked tongues	.53			

TABLE D—MAINLAND LAMB AT RETAIL[1]

	Choice or Grade AA	Good or Grade A	Commercial or Grade B	Utility or Grade C
	Per lb.	*Per lb.*	*Per lb.*	*Per lb.*
Chops:				
Loin chops (large)	$0.52	$0.50	$0.49	$0.45
Loin chops (small)	.65	.63	.60	.53
Shoulder (blade or arm chops)	.52	.50	.48	.43
Rib chops	.55	.52	.48	.45
Roasts:				
Leg	.52	.50	.49	.45
Chuck or shoulder (square cut, neck off)	.52	.50	.48	.43
Sirloin (bone in)	.52	.50	.49	.45
Rib	.55	.52	.48	.45
Yoke or triangle (bone in)	.30	.27	.25	.19
Stews and other cuts:				
Breast or flank	.19	.19	.17	.17
Neck (bone in)	.19	.19	.17	.17
Shanks	.19	.19	.17	.17
Ground lamb or patties	.35	.35	.35	.35
Variety meats:				
Brains	.27			
Hearts	.31			
Kidneys (fat removed)	.35			
Livers	.42			
Sweetbreads	.47			
Tongues	.35			

[1] The retailer must not sell any ground meat unless it is ground beef, ground veal or ground lamb as defined in Paragraph (e) of this section, and he must not sell such ground meat at prices higher than those listed above. If a customer buys any retail cut of meat and wants it ground, the retailer may grind that cut of meat for the customer, but no additional charge may be made to the customer for grinding it.

TABLE E—MAINLAND MUTTON AT RETAIL

	Grade S or good	Grade M or commercial	Grade R or utility
	Per lb.	*Per lb.*	*Per lb.*
Chops:			
Loin chops (large)	$0.29	$0.28	$0.27
Loin chops (small)	.35	.32	.30
Shoulder (blade or arm)	.29	.28	.25
Rib	.30	.29	.27
Roasts:			
Leg	.29	.28	.27
Chuck or shoulder (square cut, neck off)	.29	.28	.25
Sirloin (bone in)	.35	.32	.30
Rib	.30	.29	.27
Yoke or triangle (bone in)	.20	.20	.20
Stews and other cuts:			
Breast or flank	.15	.15	.15
Neck (bone in)	.15	.15	.15
Shanks	.15	.15	.15
Ground mution or patties	.35	.35	.35
Variety meats:			
Brains	.25		
Hearts	.30		
Kidneys (fat removed)	.30		
Livers	.42		
Sweetbreads	.45		
Tongues	.35		

TABLE F—MAINLAND POULTRY AT RETAIL[1]

	Grade A frozen eviscerated	Grade A frozen dressed	Grade B frozen eviscerated	Grade B frozen dressed	Grade C frozen eviscerated	Grade C frozen dressed
	Per lb.	*Per lb.*	*Per lb.*	*Per lb.*	*Per lb.*	*Per lb.*
Chickens:						
Broilers	$0.83	$0.60	$0.81	$0.58	$0.78	$0.55
Fryers	.83	.60	.81	.58	.78	.55
Roasters	.83	.60	.81	.58	.78	.55
Capons:						
Heavy	.81	.64	.79	.62	.76	.59
Light	.79	.60	.77	.58	.74	.55
Stags and old roosters	.60	.55	.58	.53	.55	.50
Fowl	.72	.55	.70	.53	.67	.50
Geese	.69	.49	.67	.47	.64	.44
Ducks	.65	.49	.65	.47	.60	.44
Turkeys:						
Young turkeys:						
Light	.80	.66	.78	.64	.75	.61
Medium	.76	.63	.74	.61	.71	.58
Heavy	.74	.61	.72	.59	.69	.56
Old turkeys:						
Light	.77	.63	.75	.61	.72	.58
Medium	.74	.61	.72	.59	.69	.56
Heavy	.70	.59	.68	.57	.65	.54

[1] No additional charge may be made for drawing or otherwise preparing dressed frozen poultry. The classifications and weight specifications of poultry items in this table must conform to those set forth in Maximum Price Regulation No. 269.

TABLE G—MAINLAND EGGS AND DAIRY PRODUCTS AT RETAIL

	Maximum price per pound
Cheese:	
Wheel cheese, natural, cheddar or granular type except Jack, Mount Hope, Chantelle, New York Martin and other cheeses aged 18 months or over	$0.50.
Jack, Mount Hope and Chantelle	.52.
New York Martin	.60.
Loaf: 5 pound processed American, Pimento, Swiss, brick and Neopolitan	.50.
Wisconsin Swiss, wheel or loaf	.60.
1 pound package, processed	.50 per pkg.
2 pound package, processed	.93 per pkg.
½ pound package, processed	.28 per pkg.
Old English, ½ pound	.30 per pkg.
Butter, salted:	
U. S. Grade AA or U. S. 93 score	.60
U. S. Grade A or U. S. 92 score	.60
U. S. Grade B or U. S. 90 score	.59
U. S. Grade C or U. S. 89 score	.59
	Maximum price cents per pound
Eggs:	
Shell eggs, loose or delivered to retailer in cartons	$0.07 per doz. added to "net cost."[1]
Shell eggs, cartoned by retailer	.09 per doz. added to "net cost."[1]
Powdered whole eggs, 8 oz. jar	.80 per jar.
FSCC powdered whole eggs, 5 oz. pkg	.50 per pkg.

[1] Your "net cost" is the amount you paid your supplier for the item being priced after deducting all discounts and allowances. If you purchase from another retailer you must secure a written record of that retailer's "net cost" and his "net cost" shall be your "net cost" for determining your ceiling price.

[Table G amended by Am. 50, 9 F.R. 4194, effective 3-13-44]

TABLE H—MAINLAND SMOKED OR READY-TO-EAT MEATS AT RETAIL

	Cents per pound
Ham:	
Regular (whole or half) (shank or butt end) (bone in)[1]	$0.47
Skinned (whole or half) (shank or butt end) (bone in)[1]	.50
Center slices (skinned)	.70
Ready-to-eat (regular) (whole or half) (shank or butt end) (bone in)	.50
Ready-to-eat (skinned) (whole or half) (shank or butt end) (bone in)	.53
Ready-to-eat (center slices) (skinned)	.75
Ham hocks (less than 4 lbs.)	.35
Virginia ham (whole, half or part)	.65
Cooked or boiled ham (sliced)	.85
Cooked or boiled ham (whole, half, or by the slice)	.75
Picnics:	
Whole or half (bone in)	.47
Ready-to-eat (bone in)	.55
Boston butts (bone in)	.50
Boston butts (boneless)	.64

[1] Butt or shank ends may be sliced and sold at prices not to exceed the price of the whole piece from which it is cut.

TABLE H—MAINLAND SMOKED OR READY-TO-EAT MEATS AT RETAIL—Continued

		Cents per pound
Canadian style bacon: Sliced		$0.74
Bacon:		
Grade A (whole, half or part)		.47
Grade B (whole, half or part)		.45
Grade A (sliced, rind on)		.47
Grade B (sliced, rind on)		.45
Grade A (packaged or store sliced, de-rined)		.55
Grade B (packaged or store sliced, de-rined)		.52
Grade C (packaged or store sliced, de-rined)		.48
Miscellaneous:		
All other ready-to-eat or delicatessen meat items: Typical items are: all meat loaves, bologna, liver sausage, fresh, smoked and cooked sausage, frankfurters, salami, spiced luncheon meats, etc.	If your "net cost" of the item being priced is under 40¢ per lb. add 12¢ per lb. to the "net cost". If your "net cost" of such item is 40¢ per lb. or more, add 15¢ per lb. to your "net cost". "Net cost" is the amount you paid your supplier after deducting all discounts and allowances.	

[Table H amended by Am. 55, 9 F.R. 4785, effective 4-11-44]

(i) *Inability to determine ceiling prices.* If you are unable to determine your ceiling prices for sales at retail of any mainland products covered by this section, you shall apply to the Office of Price Administration for the establishment of a ceiling price.

[Sec. 19b added by Am. 46, 9 F.R. 3967, effective 3-1-44 and amended as otherwise noted.]

SEC. 20. *Maximum prices for Island fish*—(a) *Maximum prices.* Maximum prices are established on fish caught in the waters of or adjacent to the Territory of Hawaii. The prices established by this section are maximum prices per pound for the whole fish or any portion thereof.

(1) The maximum price for fish sold or delivered on each island specified in Tables A to E inclusive, shall be the maximum price set forth for the fish listed or described in the table applicable to such island. The place where the seller parts with physical possession of the fish shall determine the applicable table except that where a delivered sale is made of fish shipped from one island to another island the maximum price shall be the maximum price set forth for such sale on the island in the table applicable to deliveries on the island of destination. Prices are established in each table: (1) Ex-dock, (2) Delivered retailer, (3) At retail. The maximum prices set forth "delivered retailer" are maximum prices delivered to the retailer's or other purchaser's customary receiving point according to usual trade practice. The maximum prices on sales or deliveries to persons customarily purchasing from wholesalers of fish such as commercial, industrial or institutional users or the Armed Forces of the United States, shall be the prices set forth as "maximum price delivered retailer." If delivery is made at a point other than the customary receiving point of the buyer, the seller shall deduct from the respective maximum price "delivered retailer" the cost of transporting the fish to the buyer's customary receiving point so that the aggregate price paid by the buyer for the fish and the cost of transportation to buyer's customary receiving point shall not exceed the maximum price "delivered retailer".

(2) In the event the fish is sold at or near the dock to be delivered to a wholesaler, at a place other than at or near the dock, the seller may add to the ex-dock maximum price the transportation charges incurred by the seller for such delivery, not to exceed public (contract or common) carrier rates, provided that the transportation charges are separately stated on the invoice.

(3) Where no retail maximum price for a steak or fillet of a particular fish is listed in the applicable table of Tables A to E, inclusive, the maximum price at retail for such unlisted steak or fillet shall be double the "maximum price delivered retailer" listed in the applicable table for the particular fish from which the steak or fillet is derived.

[Section heading amended by Am. 9, 8 F.R. 10984, effective 8-11-43; paragraph (a) amended by Am. 40, 9 F.R. 2177, effective 2-15-44]

(b) *Sales invoices, purchase records and receipts.* (1) Every person making a sale at other than retail of a commodity subject to this section shall furnish the buyer at the time of delivery with an invoice or sales memorandum showing the date of sale, the name and address of the seller, name and address of the purchaser, kind of fish, number of pounds, the price per pound and the total price charged or received. In the event such invoice or sales memorandum is not furnished, the buyer shall make a record showing the date of purchase, the name and address of the seller and buyer, kind of fish purchased, the price per pound and the total price charged or paid.

(2) Every person making a retail sale of fish and who has customarily given the purchaser a sales slip, receipt or similar evidence of purchase shall continue to do so. However, at the request of any purchaser, any person selling at retail, regardless of previous custom, shall give that purchaser a receipt showing the date of sale, the name and address of the seller, the name and address of the purchaser, the kind of fish, the number of pounds, the price per pound, and the total price charged or received.

(c) *Current records and reports.* Notwithstanding the provisions of section 10 of this Maximum Price Regulation 373, every person making sales or purchases of fish covered by this section shall keep and make available to the Office of Price Administration for so long as the Emergency Price Control Act of 1942, as amended, remains in effect the following records:

(1) Copies of invoices or sales memoranda given to purchasers as required by paragraph (b) above.

(2) Invoices and sales memoranda received from suppliers and, if not received, the record of purchase required by paragraph (b) above.

(3) Any reports that the Office of Price Administration requires must be submitted.

(d) *Marking or posting.* Every person offering to sell at retail any commodity covered by this section shall mark the maximum price of such commodity in a manner plainly visible to and understandable by the purchasing public. The maximum price may be marked on the commodity itself or on the shelf, bin, rack, or other holder or container upon or in which the commodity is kept; or it may be posted at the place in the business establishment where the commodity is offered for sale. The maximum price shall be stated as follows: "Ceiling Price $_____" or "Our Ceiling Price $_____".

(e) *Gross income tax.* In the case of a sale to a buyer who does not have a gross income tax license, the seller may add to the maximum price one and one quarter per cent (1¼%) of the selling price.

(f) *Definitions.* When used in this section 20 of the term:

(1) "Ex-dock" refers to all sales and deliveries which occur at or near the dock by fishermen or other persons except sales at wholesale or at retail by a seller at a store or other established place of business.

(2) "Steak" means a slice of fish from which the head, tail, and fins have been removed.

(3) "Fillet" means a slice of fish from which the head, tail, fins, and backbone have been removed.

TABLE A—ISLAND OF OAHU MAXIMUM FISH PRICES

Name	Maximum price ex-dock	Maximum price delivered retailer	Maximum retail price
	(Per lb.)	*(Per lb.)*	*(Per lb.)*
Aawa	$0.23	$0.25	$0.30
Aha	.23	.25	.30
Ahi (Yellow fin tuna—20 lbs. or more)	.32	.35	.45
Ahi, under 20 lbs	.29	.32	.40
Ahi, steaks or fillets			.65
Aholehole	.38	.42	.50
Aku (Tuna)	.29	.32	.40
Aku, steaks or fillets			.65
Akule	.29	.32	.40
Alaihi	.23	.25	.30
Amaama (Mullet, pond & sea)	.47	.52	.65
A'u (Swordfish)	.32	.35	.45
A'u steaks or fillets			.55
Awa, 10 lbs. or more	.26	.28	.35
Awa, less than 10 lbs	.29	.32	.40
Awa, steaks or fillets			.40
Awaawa	.40	.44	.55
Awcowco	.37	.40	.50
Carp	.18	.20	.25
Cat Fish	.37	.40	.50
Clam	.09	.10	.13
Crab (Samoan & Sand)	.26	.28	.35
Crab (Kona)	.45	.50	.65
Enenui	.30	.33	.40
Hahalulu (small Akule)	.29	.32	.40
Hee (Squid)	.37	.40	.50
Hee, dried		.55	.65
Hihimano (Sting Ray)	.18	.20	.25
Hilu	.22	.24	.30
Hinalea	.23	.25	.30
Honu (Whole turtle)	.09	.10	
Honu (Shelled turtle)	.18	.20	1.50
Humuhumu	.22	.24	.30
Hupipi	.29	.32	.40
Ihelhe (Stick fish)	.29	.32	.40
Kahala	.40	.44	.55
Kahala, steaks or fillets			.70
Kaku, under 5 lbs	.48	.52	.65
Kaku, 5 lbs. or over	.36	.40	.50
Kaku, steaks or fillets			.65
Kala, over 5 lbs	.18	.20	.25
Kala, 5 lbs. or under	.14	.16	.20
Kalikali	.40	.44	.55
Kalikali, steaks or fillets			.70

[1] Dressed.

TABLE A—ISLAND OF OAHU MAXIMUM FISH PRICES—Continued

Name	Maximum price ex-dock	Maximum price delivered retailer	Maximum retail price
	(*Per lb.*)	(*Per lb.*)	(*Per lb.*)
Kawailo	$0.38	$0.42	$0.50
Kawakawu (Bonito)	.38	.42	.50
Kawelea	.36	.40	.50
Kole	.18	.20	.25
Kuikui	.18	.20	.25
Kumu	.55	.60	.75
Kupoapou	.37	.40	.50
Lai	.18	.20	.25
Lainihi	.29	.32	.40
Mahimahi (Dolphin)	.36	.40	.50
Mahimahi, steaks or fillets			.65
Mali	.22	.24	.30
Maiko	.29	.32	.40
Mamumamu	.32	.35	.45
Manini	.33	.36	.45
Mano (Shark)	.05	.07	.10
Mikiawa	.23	.25	.30
Moano	.40	.44	.55
Moi	.44	.48	.60
Mu	.55	.60	.75
Nainai	.14	.16	.20
Nenue	.20	.22	.30
Nohu	.33	.36	.45
Nuunun	.18	.20	.25
Ollilepe	.51	.56	.65
Olo	.40	.44	.55
Omilu	.46	.48	.60
Ono	.36	.40	.50
Ono, steaks or fillets			.65
Oopu	.36	.40	.50
Opae (Shrimp)	.55	.60	.75
Opakapaka	.40	.44	.55
Opelu	.29	.32	.40
Opelu, dried			.65
Opihi	.33	.36	.45
Opuhu (Balloon fish)	.44	.48	.60
Opule	.09	.10	.13
Paki	.55	.60	.75
Pakuikui	.20	.22	.30
Palani, 5 lbs. & over	.18	.20	.25
Palani, under 5 lbs	.14	.16	.20
Panchon	.33	.36	.45
Panunuhu	.36	.40	.50
Papai (Red crab)	.18	.20	.25
Papai (White crab)	.26	.28	.35
Papio (Small Ulua)	.48	.52	.65
Pauulu, over 5 lbs	.18	.20	.25
Pauulu, 5 lbs. or under	.14	.16	.20
Pauulu, steaks or fillets			.35
Uau	.32	.35	.45
Puhi (Black eel)	.09	.10	.13
Puhi (White eel)	.18	.20	.25
Uhu	.29	.32	.40
Uku	.40	.44	.55
Ula (Lobster)	.44	.48	.60
Ulapapa	.33	.36	.45
Ulua, 20 lbs. or over	.40	.44	.55
Ulua, under 20 lbs	.48	.52	.65
Ulua, steaks or fillets			.70
Ulaula	.40	.44	.55
Uouoa	.40	.44	.55
U'u (Big eye)	.38	.42	.50
Uukanipo	.51	.56	.65
Weke	.45	.49	.60
Woowoo	.40	.44	.55

TABLE B—ISLAND OF HAWAII MAXIMUM FISH PRICES

Aawa	$0.15	$0.19	$0.25
Aha	.15	.19	.25
Ahi (Yellow fin tuna—20 lbs. or more)	.24	.29	.35
Ahi, under 20 lbs	.21	.26	.35
Ahi, steaks or fillets			.50
Aholehole	.30	.36	.45
Aku (Tuna)	.21	.26	.35
Aku, steaks or fillets			.55
Akule	.21	.26	.35
Alaihi	.15	.19	.25
Amaama (Mullet, pond & sea)	.40	.46	.55
A'u (Swordfish)	.24	.29	.35
A'u, steaks			.45
Awa, 10 lbs. or more	.18	.22	.30
Awa, less than 10 lbs	.21	.26	.40
Awa, steaks or fillets			.50
Awaawa	.32	.38	.45
Aweowco	.29	.34	.40
Carp	.11	.14	.18
Cat Fish	.26	.34	.40
Clam	.07	.10	.13
Crab (Samoan & Sand)	.18	.22	.30
Crab (Kona)	.26	.31	.40
Enenui	.22	.27	.35
Hahalau (small Akule)	.21	.26	.35
Hee (Squid)	.29	.34	.40
Hee, dried		.49	.65
Hihimano (Sting ray)	.11	.14	.18
Hilu	.14	.18	.25
Hinalea	.15	.19	.25

TABLE B—ISLAND OF HAWAII MAXIMUM FISH PRICES—Continued

Name	Maximum price ex-dock	Maximum price delivered retailer	Maximum retail price
	(*Per lb.*)	(*Per lb.*)	(*Per lb.*)
Honu (Whole turtle)	$0.07	$0.09	
Honu (Shelled turtle)	.14	.18	$0.50
Humuhumu	.14	.18	.25
Hupipi	.21	.26	.35
Ihelhe (Stick fish)	.21	.26	.35
Kabala	.32	.38	.45
Kahala, steaks or fillets			.65
Kaku, 5 lbs. or more	.20	.34	.40
Kaku, less than 5 lbs	.40	.46	.55
Kaku, steaks or fillets			.60
Kala, 5 lbs. or more	.11	.14	.18
Kala, less than 5 lbs	.07	.10	.13
Kalikali	.32	.38	.45
Kalikali, steaks or fillets			.65
Kawailo	.30	.36	.45
Kawakawa (Bonito)	.30	.36	.45
Kawelea	.29	.34	.40
Kole	.11	.14	.18
Kuikui	.11	.14	.18
Kumu	.48	.54	.65
Kupoapou	.29	.34	.40
Lai	.11	.14	.18
Lainihi	.21	.26	.35
Mahimahi (Dolphin)	.29	.34	.40
Mahimahi steaks or fillets			.60
Mali	.14	.18	.25
Maiko	.21	.26	.35
Mamumamu	.24	.29	.35
Manini	.25	.30	.40
Mano (Shark)	.04	.07	.10
Maikawa	.15	.19	.25
Moano	.32	.38	.45
Moi	.36	.42	.50
Mu	.48	.54	.65
Nainai	.07	.10	.13
Nenue	.13	.16	.20
Nohu	.25	.30	.40
Nuunuu	.11	.14	.18
Ollilepe	.44	.50	.60
Olo	.32	.38	.45
Omilu	.36	.42	.50
Ono	.29	.34	.40
Ono, steaks or fillets			.60
Oopu	.29	.34	.40
Opae (Shrimp)	.48	.54	.65
Opakapaka	.32	.38	.45
Opelu	.21	.26	.35
Opelu, dried		.50	.60
Opihi	.25	.30	.40
Opuhue (Balloon fish)	.36	.42	.50
Opule	.07	.10	.13
Paki	.48	.54	.65
Pakuikui	.13	.16	.20
Palani, 5 lbs. & over	.11	.14	.18
Palani, under 5 lbs	.07	.10	.13
Panchon	.25	.30	.40
Panunuhu	.29	.34	.40
Papai (Red crab)	.11	.14	.18
Papai (White crab)	.18	.22	.30
Papio (small Ulua)	.40	.46	.55
Pauulu, over 5 lbs	.11	.14	.18
Pauulu, 5 lbs. or under	.07	.10	.13
Pauulu, steaks or fillets			.25
Pauu	.24	.29	.35
Puhi (Black eel)	.07	.10	.13
Puhi (White eel)	.13	.17	.20
Uhu	.21	.26	.35
Uku	.32	.38	.45
Ula (Lobster)	.36	.42	.50
Ulapapa	.25	.30	.40
Ulua, 20 lbs. or over	.32	.38	.45
Ulua, under 20 lbs	.40	.46	.55
Ulua, steaks or fillets			.60
Ulaula	.32	.38	.45
Uouoa	.32	.38	.45
U'u (Big eye)	.30	.36	.45
Uukanipo	.44	.50	.60
Weke	.37	.43	.50
Woowoo	.32	.38	.45

TABLE C—ISLAND OF KAUAI MAXIMUM FISH PRICES

Aawa	$0.18	$0.20	$0.25
Aha	.18	.20	.25
Ahi (Yellow fin tuna—20 lbs. or more)	.27	.30	.40
Ahi, under 20 lbs	.25	.27	.35
Ahi, steaks or fillets			.50
Aholehole	.34	.37	.45
Aku (Tuna)	.25	.27	.35
Aku, steaks or fillets			.55
Akule	.25	.27	.35
Alaihi	.18	.20	.25
Amaama (Mullet, pond & sea)	.44	.47	.55
A'u (Swordfish)	.27	.30	.40
A'u, steaks			.45
Awa, 10 lbs. or more	.21	.23	.30

TABLE C—ISLAND OF KAUAI MAXIMUM FISH PRICES—Continued

Name	Maximum price ex-dock	Maximum price delivered retailer	Maximum retail price
	(*Per lb.*)	(*Per lb.*)	(*Per lb.*)
Awa, less than 10 lbs	$0.25	$0.27	$0.33
Awa, steaks or fillets			.40
Awaawa	.36	.39	.50
Aweoweo	.32	.35	.45
Carp	.13	.15	.20
Cat Fish	.32	.35	.45
Clam	.07	.09	.12
Crab (Samoan & Sand)	.21	.23	.30
Crab, Kona	.40	.45	.55
Enenui	.26	.28	.35
Hahalalu (small Akule)	.25	.27	.35
Hee (Squid)	.32	.35	.45
Hee, dried		.60	.55
Hihimano (Sting Ray)	.13	.15	.20
Hilu	.17	.19	.25
Hinalea	.18	.20	.25
Honu (Whole turtle)	.07	.09	
Honu (Shelled turtle)	.14	.18	.50
Humuhumu	.17	.19	.25
Hupipi	.25	.27	.35
Ihelhe (Stick fish)	.25	.27	.35
Kahala	.36	.39	.50
Kahala, steaks or fillets			.65
Kaku, 5 lbs. or more	.32	.35	.45
Kaku, less than 5 lbs	.43	.47	.55
Kaku, steaks or fillets			.60
Kala, 5 lbs. or more	.16	.18	.25
Kala, less than 5 lbs	.12	.14	.18
Kalikali	.36	.39	.50
Kalikali, steaks or fillets			.65
Kawailo	.34	.37	.45
Kawakawa (Bonito)	.34	.37	.45
Kawelea	.32	.35	.45
Kole	.13	.15	.20
Kuikui	.13	.15	.20
Kumu	.50	.55	.65
Kupoapou	.32	.35	.45
Lai	.13	.15	.20
Lainihi	.25	.27	.35
Mahimahi (Dolphin)	.32	.35	.45
Mahimahi, steaks or fillets			.60
Mali	.17	.19	.25
Maiko	.25	.27	.35
Mamumamu	.27	.30	.40
Manini	.28	.31	.40
Mano (Shark)	.05	.07	.10
Mikiawa	.18	.20	.25
Moano	.36	.39	.50
Moi	.30	.43	.50
Mu	.50	.55	.65
Nainai	.09	.11	.15
Nenue	.15	.17	.20
Nohu	.28	.31	.40
Nuunuu	.13	.15	.20
Ollilepe	.46	.51	.65
Olo	.35	.39	.50
Omilu	.39	.43	.50
Ono	.32	.35	.45
Ono, steaks or fillets			.60
Oopu	.32	.35	.45
Opae (Shrimp)	.50	.55	.65
Opakapaka	.36	.39	.50
Opelu	.25	.27	.35
Opelu, dried		.55	.65
Opihi	.28	.31	.40
Opuhue (Balloon fish)	.39	.43	.50
Opule	.08	.10	.13
Paki	.49	.55	.65
Pakuikui	.15	.17	.20
Palani, 5 lbs. & over	.13	.15	.20
Palani, under 5 lbs	.09	.11	.15
Panchon	.28	.31	.40
Panunuhu	.31	.35	.45
Papai (Red crab)	.13	.15	.20
Papai (White crab)	.21	.23	.30
Papio (Small Ulua)	.43	.47	.55
Pauulu, over 5 lbs	.13	.15	.20
Pauulu, 5 lbs. or under	.09	.11	.15
Pauulu, steaks or fillets			.25

[1] Dressed.

NOTE: Maximum prices delivered to the retailer and the maximum retail price at Kilauea shall be one cent higher than the prices listed above.

TABLE D—ISLAND OF MAUI MAXIMUM FISH PRICES

Name	Maximum price ex-dock	Maximum price delivered retailer	Maximum retail price
	(*Per lb.*)	(*Per lb.*)	(*Per lb.*)
Aawa	$0.17	$0.20	$0.25
Aha	.17	.20	.25
Ahi (Yellow fin tuna—20 lbs. or more)	.27	.30	.40
Ahi, under 20 lbs	.24	.27	.35
Ahi, steaks or fillets			.50
Aholehole	.33	.37	.45
Aku (Tuna)	.24	.27	.35
Aku, steaks or fillets			.55
Akule	.24	.27	.35
Alaihi	.17	.20	.25
Amaama (Mullet, pond & sea)	.42	.47	.55
A'u (swordfish)	.27	.30	.40
A'u, steaks			.45
Awa, 10 lbs. or more	.20	.23	.30
Awa, less than 10 lbs	.24	.27	.35
Awa, steaks or fillets			.40
Awaawa	.35	.39	.50
Aweoweo	.31	.35	.45
Carp	.13	.15	.20
Cat Fish	.31	.35	.45
Clam	.07	.09	.12
Crab (Samoan & Sand)	.20	.23	.30
Crab, Kona	.40	.45	.55
Enenui	.25	.28	.35
Hahalalu (small Akule)	.24	.27	.35
Hee (Squid)	.31	.35	.45
Hee, dried	.45	.50	.60
Hihimano (Sting Ray)	.13	.15	.20
Hilu	.17	.19	.25
Hinalea	.18	.20	.25
Honu (Whole turtle)	.08	.09	
Honu (Shelled turtle)	.16	.18	.50
Humuhumu	.17	.19	.25
Hupipi	.24	.27	.35
Ihelhe (Stick fish)	.24	.27	.35
Kahala	.35	.39	.50
Kahala, steaks or fillets			.65
Kaku, 5 lbs. or more	.31	.35	.45
Kaku, less than 5 lbs	.43	.47	.55
Kaku, steaks or fillets			.60
Kala, 5 lbs. or more	.13	.15	.20
Kala, less than 5 lbs	.12	.14	.18
Kalikali	.35	.39	.50
Kalikali, steaks or fillets			.65
Kawailo	.33	.37	.45
Kawakawa (Bonito)	.33	.37	.45
Kawelea	.31	.35	.45
Kole	.13	.15	.20
Kuikui	.13	.15	.20
Kumu	.50	.55	.65
Kupoapou	.31	.35	.45
Lai	.13	.15	.20
Lainihi	.24	.27	.35
Mahimahi (Dolphin)	.31	.35	.45
Mahimahi, steaks or fillets			.60
Mali	.17	.19	.25
Maiko	.24	.27	.35
Mamumamu	.27	.30	.40
Manini	.28	.31	.40
Mano (Shark)	.05	.07	.10
Mikiawa	.18	.20	.25
Moano	.35	.39	.50
Moi	.39	.43	.50
Mu	.49	.55	.65
Nainai	.09	.11	.15
Nenue	.15	.17	.20
Nohu	.28	.31	.40
Nuunuu	.13	.15	.20
Ollilepe	.46	.51	.65
Olo	.35	.39	.50
Omilu	.39	.43	.50
Ono	.31	.35	.45
Ono, steaks or fillets			.60
Oopu	.31	.35	.45
Opae (Shrimp)	.49	.55	.65
Opakapaka	.35	.39	.50
Opelu	.24	.27	.35
Opelu, dried		.55	.65
Opihi	.28	.31	.40
Opuhue (Balloon fish)	.39	.43	.50
Opule	.08	.10	.13
Paki	.49	.55	.65
Pakuikui	.15	.17	.20
Palani, 5 lbs. & over	.13	.15	.20
Palani, under 5 lbs	.09	.11	.15
Panchon	.28	.31	.40
Panunuhu	.31	.35	.45
Papai (Red crab)	.13	.15	.20
Papai (White crab)	.21	.23	.30
Papio (Small Ulua)	.43	.47	.55
Pauulu, over 5 lbs	.13	.15	.20
Pauulu, 5 lbs. or under	.09	.11	.15
Pauulu, steaks or fillets			.25

[1] Dressed.

TABLE D—ISLAND OF MAUI MAXIMUM FISH PRICES—Continued

Name	Maximum price ex-dock	Maximum price delivered retailer	Maximum retail price
	(*Per lb.*)	(*Per lb.*)	(*Per lb.*)
Pauu	$0.27	$0.30	$0.40
Puhi (Black eel)	.08	.10	.13
Puhi (White eel)	.17	.20	.25
Uhu	.24	.27	.35
Uku	.35	.39	.50
Ula (Lobster)	.39	.43	.50
Ulapapa	.28	.31	.40
Ulua, 20 lbs. or over	.35	.39	.50
Ulua, under 20 lbs	.42	.47	.55
Ulua, steaks or fillets			.60
Ulaula	.35	.39	.50
Uouoa	.35	.39	.50
U'u (Big eye)	.33	.37	.45
Uukanipo	.46	.51	.65
Weke	.40	.44	.55
Woowoo	.36	.40	.50

TABLE E—ISLAND OF MOLOKAI MAXIMUM FISH PRICES

Aawa	$0.19	$0.21	$0.25
Aha	.19	.21	.25
Ahi (Yellow fin tuna—20 lbs. or more)	.28	.31	.40
Ahi, under 20 lbs	.26	.28	.35
Ahi, steaks or fillets			.55
Aholehole	.35	.38	.45
Aku (Tuna)	.26	.28	.35
Aku, steaks or fillets			.55
Akule	.26	.28	.35
Alaihi	.19	.21	.25
Amaama (Mullet, pond & sea)	.44	.48	.60
A'u (Swordfish)	.28	.31	.40
A'u, steaks			.45
Awa, 10 lbs. or more	.22	.24	.30
Awa, less than 10 lbs	.26	.28	.35
Awa, steaks or fillets			.40
Awaawa	.36	.40	.50
Aweoweo	.33	.36	.45
Carp	.14	.16	.20
Cat Fish	.33	.36	.45
Clam	.08	.10	.13
Crab (Samoan & Sand)	.22	.24	.30
Crab (Kona)	.40	.45	.55
Enenui	.27	.29	.35
Hahalalu (small Akule)	.26	.28	.35
Hee (Squid)	.33	.36	.45
Hee, dried		.51	.65
Hihimano (Sting Ray)	.14	.16	.20
Hilu	.18	.20	.25
Hinalea	.19	.21	.25
Honu (Whole turtle)	.08	.09	
Honu (Shelled turtle)	.16	.18	.45
Humuhumu	.18	.20	.25
Hupipi	.26	.28	.35
Ihelhe (Stick fish)	.26	.28	.35
Kahala	.36	.40	.50
Kahala, steaks or fillets			.65
Kaku, 5 lbs. or more	.33	.36	.45
Kaku, less than 5 lbs	.44	.48	.60
Kaku, steaks or fillets			.60
Kala, 5 lbs. or more	.14	.16	.20
Kala, less than 5 lbs	.10	.12	.15
Kalikali	.36	.40	.50
Kalikali, steaks or fillets			.65
Kawailo	.35	.38	.45
Kawakawa (Bonito)	.35	.38	.45
Kawelea	.33	.36	.45
Kole	.14	.16	.20
Kuikui	.14	.16	.20
Kumu	.51	.56	.65
Kupoapou	.33	.36	.45
Lai	.14	.16	.20
Lainihi	.26	.28	.35
Mahimahi (Dolphin)	.33	.36	.45
Mahimahi, steaks or fillets			.60
Mali	.18	.20	.25
Maiko	.26	.28	.35
Mamumamu	.28	.31	.40
Manini	.29	.32	.40
Mano (Shark)	.05	.07	.10
Mikiawa	.19	.21	.25
Moano	.38	.40	.50
Moi	.40	.44	.55
Mu	.51	.56	.65
Nainai	.10	.12	.15
Nenue	.16	.18	.25
Nohu	.29	.32	.40
Nuunuu	.14	.16	.20
Ollilepe	.47	.52	.65
Olo	.36	.40	.50

TABLE E—ISLAND OF MOLOKAI MAXIMUM FISH PRICES—Continued

Name	Maximum price ex-dock	Maximum price delivered retailer	Maximum retail price
	(*Per lb.*)	(*Per lb.*)	(*Per lb.*)
Omilu	$0.40	$0.44	$0.55
Ono	.33	.36	.45
Ono, steaks or fillets			.60
Oopu	.33	.36	.45
Opae (Shrimp)	.51	.56	.65
Opakapaka	.36	.40	.50
Opelu	.26	.28	.35
Opelu, dried		.55	.65
Opihi	.29	.32	.40
Opuhue (Balloon fish)	.40	.44	.55
Opule	.08	.10	.13
Paki	.51	.56	.65
Pakuikui	.16	.18	.25
Palani, 5 lbs. & over	.14	.16	.20
Palani, under 5 lbs	.10	.12	.15
Panchon	.29	.32	.40
Panunuhu	.33	.36	.45
Papai (Red crab)	.14	.16	.20
Papai (White crab)	.22	.24	.30
Papio (Small ulua)	.44	.48	.60
Pauulu, over 5 lbs	.14	.16	.20
Pauulu, 5 lbs. or under	.10	.12	.15
Pauulu, steaks or fillets			.30
Pauu	.28	.31	.40
Puhi (Black eel)	.08	.10	.13
Puhi (White eel)	.15	.17	.20
Uhu	.26	.28	.35
Uku	.36	.40	.50
Ula (Lobster)	.40	.44	.55
Ulapapa	.29	.32	.40
Ulua, 20 lbs. or over	.36	.40	.50
Ulua, under 20 lbs	.44	.48	.60
Ulua, steaks or fillets			.65
Ulaula	.36	.40	.50
Uouoa	.36	.40	.50
U'u (Big eye)	.35	.38	.45
Uukanipo	.47	.52	.65
Weke	.41	.45	.55
Woowoo	.36	.40	.50

[Sec. 20 amended by Am. 15, 8 F.R. 13019, effective 8–23–43 on the Island of Oahu; 8–30–43 on all other Islands and amended as otherwise noted.]

SEC. 20a. *Wholesalers' and retailers' maximum prices for sales of imported frozen fish on the Island of Oahu*—(a) *Scope of this section.* This section fixes the maximum prices at which wholesalers and retailers may sell imported frozen fish on the Island of Oahu. Paragraph (c), below, lists the various species of salt water fish, shell fish and mollusks for which specific dollars and cents maximum prices are established by this section together with the maximum prices. It also sets forth the procedure for establishing the maximum prices for sales at wholesale and retail of all other varieties of imported frozen fish covered by this section. Maximum wholesale and retail prices for frozen shrimp and prawn, however, continue to be fixed under section 55 of this regulation.

(b) *Definitions.* As used in this section 20a, the term:

(1) "Cleaned" refers to fish from which the viscera or entrails have been removed.

(2) "Dressed" refers to fish from which the viscera and head have been removed.

(3) "Fillet" means the heavy-meated section or strip of fish cut from along the backbone and outside the rib-bone, ex-

tending from the nape and gills to the tail.

(4) "Frozen fish" means fish that are naturally or artificially frozen.

(5) "Frozen seafood" means shellfish and mollusks that are naturally or artificially frozen.

(6) "Landed costs" shall include only actual invoice costs plus freight, mainland storage charges, wharf fees, cartage and insurance, and shall include credit for any rebates or commissions.

(7) "Round fish" means fish as it comes from the water.

(8) "Steak" means a cross section cut from a dressed fish.

(c) *Maximum prices; Island of Oahu only*—(1) *Specific maximum prices on the Island of Oahu only:*

Name and description	Style of processing	Size	Maximum prices for sales at wholesale	Maximum prices for sales at retail
Albacore (Pacific Coast)	Round or cleaned	All sizes	$0.375 lb.	$0.50 lb.
Albacore (Pacific Coast)	Steaks			$0.65 lb.
Butter Fish	Round	All sizes	$0.30 lb.	$0.40 lb.
Cod—Black	Dressed	All sizes	$0.35 lb.	$0.45 lb.
Cod—Black	Fillets		$0.52 lb.	$0.60 lb.
Cod—Eastern	Fillets		$0.69 lb.	$0.70 lb.
Cod—Kippered			$0.90 lb.	$0.90 lb.
Crab Meat			$0.52 lb.	$1.20 lb.
Flounder (Eastern)	Fillets		$0.37 lb.	$0.70 lb.
Halibut (Chicken and Medium)	Dressed	Under 40#		$0.50 lb.
Halibut (Chicken and Medium)	Steaks			$0.60 lb.
Herring (Sea)	Round	All sizes	$0.19 lb.	$0.25 lb.
King Fish	Round	All sizes	$0.21 lb.	$0.28 lb.
Mackerel (Pacific Coast)	Round	All sizes	$0.21 lb.	$0.28 lb.
Mackerel (Pacific Coast)	Fillets	All sizes		$0.58 lb.
Mullet	Round	Up to 5#	$0.27 lb.	$0.36 lb.
Mullet (Pacific Coast)		5# and over	$0.34 lb.	$0.45 lb.
Mullet	Steaks			$0.60 lb.
Oysters		Pint	$0.77 can	$1.00 can.
Oysters		Quart	$1.50 can	$2.00 can.
Oysters		⅜ gal	$2.15 can	$2.85 can.
Oysters		½ gal	$3.00 can	$3.75 can.
Oysters		⅝ gal	$4.56 can	$5.70 can.
Oysters		1 gal	$5.22 can	$6.52 can.
Oysters		All sizes	$0.30 lb.	$0.40 lb.
Perch (Pacific Coast)	Round	All sizes		$0.67 lb.
Perch (Atlantic Coast)	Fillets	All sizes		$0.60 lb.
Red Snapper	Dressed		$0.38 lb.	$0.50 lb.
Salmon (Pacific Silver)	Dressed	All sizes	$0.375 lb.	$0.60 lb.
Salmon (Pacific Silver)	Steaks	All sizes		$0.45 lb.
Salmon (Pacific Fall)	Dressed	All sizes	$0.325 lb.	$0.55 lb.
Salmon (Pacific Fall)	Steaks	All sizes		$0.17 per lb. over "net cost."
Salted Fish			$0.05 per lb. over landed cost.	$0.25 lb.
Sardines (California)			$0.18 lb.	$0.60 lb.
Sea Bass	Dressed		$0.47 lb.	$0.67 lb.
Sea Bass	Steak			$0.30 lb.
Smelt (Columbia River)			$0.22 lb.	$0.30 lb.
Smelt (Jack)			$0.21 lb.	$0.30 lb.
Squid (Pacific Coast)	Any	All sizes	$0.22 lb.	$0.30 lb.

[1] "Net cost" is the amount paid your supplier after deducting all discounts and allowances.

All cuts other than steaks or fillets may be sold at prices not to exceed the maximum price per pound of the round, cleaned or dressed fish from which they are derived.

(2) *Maximum prices for items which cannot be priced under subparagraph (1) above—Island of Oahu only.* In the case of a sale at wholesale or at retail of any imported frozen fish or seafood item not listed subparagraph (1) above (except frozen shrimp and prawn, for which maximum prices are established under section 55 of this regulation) the maximum price shall be the price authorized by the Territorial Director of the Office of Price Administration, upon the written application of the seller to the Office of Price Administration, Iolani Palace, Honolulu 2, T. H.

Such authorization will be given in the form of an order prescribing a specific maximum price or a method of determining the maximum price for the applicant, or if the applicant is a wholesaler, for sellers of the commodity generally, including purchasers for resale or for a class of such sellers.

This application must contain:

(i) The name of the imported frozen fish or seafood item for which a maximum price is sought;

(ii) A statement of the maximum price permitted the mainland primary wholesaler under Maximum Price Regulation 364 [12];

(iii) A separate statement of the charges actually incurred by the seller in computing his landed cost.

(3) *Broken lots.* Sales of broken lots of frozen fish and seafood are permitted except on sales to other wholesalers. "Broken lots" are defined as partial lots of frozen fish and seafood that have been broken or separated from the original content of the immediate container in which the product has been packed by the processor, and which broken lots are sold, made ready for delivery, shipped out to a customer apart from the remainder of the original content of the immediate container. On sales of broken lots of frozen fish and seafood the wholesaler will be permitted to add 10% to the maximum prices for sales at wholesale, as set forth above.

[Paragraph (c) amended by Am. 62, 9 F.R., 6813, effective 4-25-44]

(d) In the case of a sale at wholesale or at retail of any imported frozen fish item not listed in paragraph (c) (except frozen shrimp and prawn, for which maximum prices are established under section 55 of this regulation) the maximum price shall be the price authorized by the Territorial Director of the Office of Price Administration, upon the written application of the seller to the Office of Price Administration, Iolani Palace, Honolulu 2, T. H. Such authorization will be given in the form of an order prescribing a specific maximum price or a method of determining the maximum price for the applicant, or, in case the applicant is a wholesaler, for sellers of the commodity generally, including purchasers for resale, or for a class of such sellers. The application should contain:

(1) The name of the imported frozen fish item for which a maximum price is sought.

(2) A statement of the maximum price permitted the mainland primary wholesaler under Maximum Price Regulation 364, and

(3) A separate statement of the charges actually incurred by the seller in computing his landed cost.

(e) *Retailers' maximum prices for sales to eating places.* The maximum prices for sales to hotels, restaurants, institutions and other eating places are the maximum prices for sales at wholesale fixed under paragraph (c) of this section. Nevertheless, if you are a retailer, you may, during any month, use the maximum prices for sales at retail fixed under such paragraph in selling to eating places if 80% or more of your total dollar sales of the imported frozen fish items covered by this section during the previous calendar month were retail sales to consumers; that is, persons who buy these items to be eaten by themselves or their families off your premises.

(f) *Posting requirements for retailers.* Notwithstanding the provisions of section 10 (b) of this regulation, if you are a retailer, you must, not later than April 20, 1944, post at your store your "Official OPA List of Retail Maximum Prices for Imported Frozen Fish." It must be put on or at the counter of the fish department of your store at one or more places where your customers may easily examine and read it. You must get your official copies of your price list for posting or copying from your War Price and Rationing Board or from your district Office of Price Administration office. If you display any imported frozen fish item covered by this section, you must post on or near it your selling price for that item.

[Sec. 20a added by Am. 57, 9 F.R. 5168, effective 4-20-44 and amended as otherwise noted]

SEC. 21. *Table VIII: Maximum prices for fresh fruits and fresh vegetables*—(a) *Definitions.* For the purposes of this Table VIII, the term:

(1) "Sale at retail" means a sale to an ultimate consumer other than an industrial or commercial user, except that a sale at retail shall not include any sale to the United States or public institution, or an agency of either.

(2) "Sale at wholesale" means a sale to any person other than the ultimate consumer and shall include sales to licensed retail stores, peddlers, hotels, restaurants, licensed boarding houses, the United States, public institutions, and all commercial and industrial users.

(3) "Special institutional sales" means sales to hotels, restaurants, licensed boarding houses, the United States and public institutions where, in connection with such sale, the seller opens the container, reconditions the commodity and absorbs shrinkage and spoilage.

[12] 8 F.R. 4640, 5566, 7592, 11175, 12023, 12446, 12792, 14079, 15191, 15662, 16998; 9 F.R. 183, 946, 2023, 3388, 3459, 3424, 4182, 4650, 5163, 7420.

(b) *Special provisions.* (1) Wholesale sales may be made by broken lots, that is a part of a bag, box or crate, but the aggregate price received from the sale of such parts may not exceed the wholesale ceiling for the entire bag, box or crate. For example, for sales made by the half box, quarter box, etc., the maximum price shall be computed by dividing the wholesale ceiling by two, four, etc. In the case of a sale to any buyer who does not have a gross income tax license, the seller may add one and one-quarter per cent to the wholesale ceiling.

(2) Special institutional sales, where the seller opens the container, reconditions the commodity and absorbs shrinkage and spoilage, may not be made at prices higher than those appearing herein under the caption "Special Institutional Maximum Prices." Whether sales shall be by the unopened crate or otherwise shall be at the option of the buyer.

(3) *Extra charges.* No charges may be made for cartage or any other service rendered, or cost incurred, in connection with the sale of the commodities covered by this Table VIII if such charges result in prices higher than the maximum prices established herein.

(c) *Maximum prices for sales in the Island of Oahu only of fresh vegetables imported from the mainland.* (1) Where the total price for the aggregate quantity of any commodity sold results in a fraction of a cent, such total price shall be reduced to the nearest lower cent if the fraction is less than one-half cent, and shall be increased to the nearest higher cent if the fraction is one-half cent or more.

	Wholesale maximum prices	Retail maximum prices
Beets	$0.055 per lb	$0.075 per lb.
Carrots	$3.35 per 50 lb. crate	$0.10 per lb.
	$6.70 per 100 lb. crate	$0.10 per lb.
Celery	$7.15 per crate	$0.18 per lb.
Garlic	$0.38 per lb. net cont	$0.50 per lb.
Lettuce	$10.00 per crate	$0.24 per head.
Onions dry, all colors	*$2.85 per 50 lb. bag	*$0.06 per lb.
Onions, dry, FSCC, Reconditioned	$3.90 per 50 lb. bag	$0.11 per lb.
Potatoes, combination	$4.85 per 100 lbs	$0.07 per lb.
Potatoes: Gems, U. S. #1	$5.00 per 100 lb. bag	$0.08 per lb.
Potatoes: New crop whites	*$4.55 per 100 lb. bag	*$0.065 per lb.
Rutabaga Turnips	$0.055 per lb. net cont	$0.075 per lb.

[Above table amended by Am. 7, 8 F.R. 10270, effective 6-18-43; Am. 10, 8 F.R. 11247, effective 7-12-43; Am. 16, 8 F.R. 12299, effective 8-2-43; Am. 15, 8 F.R. 13019, 13500, effective 8-28-43; Am. 16, 8 F.R. 13023, effective 9-11-43; Am. 28, 8 F.R. 16997, effective 11-16-43; Am. 31, 9 F.R. 301, effective 12-11-43; Am. 33, 9 F.R. 580, effective 12-16-43; Am. 34, 9 F.R. 583, effective 12-30-43; Am. 42, 9 F.R. 2660, effective 2-1-44; Am. 44, 9 F.R. 3233, effective 3-4-44; Am. 59, 9 F.R. 5482, effective 5-3-44; Am. 62, 9 F.R. 6813, effective 5-13-44; Am. 63, 9 F.R. 6814, effective 5-19-44; Am. 66, 9 F.R. 6818, effective 6-5-44; and Am. 71, effective 6-19-44]

	Wholesale maximum prices	Retail maximum prices
Oranges:		
100's	$6.20	$0.99
126's	6.20	.79
150's	6.20	.66
176's	6.20	.57
200's	6.20	.50
220's	6.20	.45
252's	6.20	.40
288's	6.20	.35
344's	6.20	.29
392's	6.20	.25
		Per lb.
Pears, D'Anjous, Fcy	8.80	$0.26
Pears, D'Anjous, Ex. Fcy	9.00	.26
Pears, "Easter Beurre"	8.55	.26
Pears, Bartlett	8.45	.25
Pears, Shar Lea	8.80	.25
Cantaloups:		
	Per case.	
27's	$11.25	.20
36's	11.00	.21
45's	11.00	.21
Plums:		
Santa Rosa and Duarte:	*Per crate*	
3 x 4 x 4 and 4 x 4	$8.10	.39
3 x 4 x 5 and 4 x 5	7.50	.39
4 x 5 x 5 and 5 x 5	6.80	.39
Kelsey:		
3 x 4	7.60	.37
4 x 4 and 4 x 5	7.00	.37
Sugar	6.50	.34
Honeydew melons	6.40	.20
Grapes:	*Per lug.*	
Malaga	$4.60	.24
Tokay	4.60	.24

[Above table amended by Am. 7, 8 F.R. 10270, effective 6-18-43; Am. 10, 8 F.R. 11247, effective 7-12-43; Am. 13, 8 F.R. 12299, effective 8-2-43; Am. 15, 8 F.R. 13019, 13500, effective 8-28-43; Am. 16, 8 F.R. 13023, effective 9-11-43; Am. 17, 8 F.R. 13342, effective 9-13-43; Am. 19, 8 F.R. 14305, effective 10-1-43; Am. 20, 8 F.R. 14688, effective 10-1-43; Am. 21, 8 F.R. 15253, effective 10-22-43; Am. 23, 8 F.R. 15586, effective 11-1-43; Am. 28, 8 F.R. 16997, effective 11-16-43; Am. 31, 9 F.R. 301, effective 12-11-43; Am. 33, 9 F.R. 580, effective 12-16-43; Am. 34, 9 F.R. 583, effective 12-30-43; Am. 37, 9 F.R. 1489, effective 12-16-43; Am. 42, 9 F.R. 2660, effective 2-1-44; Am. 44, 9 F.R. 3233, effective 3-4-44; Am. 55, 9 F.R. 4785, effective 4-17-44; Am. 59, 9 F.R. 5482, effective 5-3-44; Am. 62, 9 F.R. 6813, effective 5-13-44; Am. 63, 9 F.R. 6814, effective 5-19-44; Am. 66, 9 F.R. 6818, effective 6-5-44; and Am. 71, effective 6-19-44]

	Wholesale maximum prices	Retail maximum prices
Apples:	*Per box*	*Per lb.*
Ex. Fcy. Winesap	$6.15	$0.20
Fcy. and Ex. Fcy. Newtons	6.15	.20
Gravenstein	5.25	.18
Delicious	5.85	.19
North West Newton Pippin	5.50	.17
Winesap	5.50	.16
Grapefruit:		*Each*
48's	5.35	$0.15
64's	5.35	0.13
84's	5.35	.11
70's	5.35	.10
80's	5.35	.09
100's	5.35	.07
Lemons:		*Per doz.*
300's	7.85	$0.39
360's	7.85	.33
427's	7.85	.27

(e) *Maximum prices for sales in the Territory of Hawaii of island-grown produce.* (1) All grades shall conform to the specifications therefor established by the Agricultural Extension Service of the University of Hawaii and contained in Agricultural Extension Circular No. 156 as amended November 15, 1943. These specifications may be obtained at the University or at the Office of Price Administration, Honolulu, Hawaii, or at the District Offices of the Office of Price Administration, or from the County Agents on each island. "Commercial quality" (CQ) means that stock is of generally good quality and condition, and that size and appearance are acceptable to consumers. Generally good quality means that approximately 85% is desirable quality. Stock must not contain more than 10% serious damage nor more than 2% soft rot. "Merchantable quality" (MQ) means produce having not more than 15% serious damage and not more than ⅓ of this, or 5%, shall be soft rot. Size and appearance are not considered as important factors in this classification.

(2) Where the total price for the aggregate quantity of any item of produce sold results in a fraction of a cent, such total price shall be reduced to the nearest lower cent if the fraction is less than one-half cent, and shall be increased to the nearest higher cent if the fraction is one-half cent or more.

(3) "Sale at wholesale" means a sale by a person who customarily distributes island-grown produce to any person other than the ultimate consumers, and shall include sales to the United States, any other government or any of its political subdivisions, any religious, educational or charitable institution, any institution for the sick, deaf, blind, disabled, aged or insane or any school, hospital, library, an industrial or commercial user, or any agency of any of the foregoing: *Provided*, That any religious, educational or charitable institution, any institution for the sick, deaf, blind, disabled, aged or insane, or any school, hospital, library, an industrial or commercial user, or any agency of any of the foregoing, which during the period September 23, 1942, to December 23, 1942, purchased island-grown produce in an average gross amount not in excess of $100.00 per week, may purchase island-grown produce from licensed retailers at prices not in excess of the maximum prices for sales at retail. Any such purchaser exercising this permission shall file with the Office of Price Administration, Hawaii Territorial Office, Iolani Palace, Honolulu, T. H., not later than ten days after the first purchase from a licensed retailer, a statement setting forth the average weekly gross amount paid for island-grown produce during the period September 23, 1942, and December 23, 1942. Any licensed retailer shall be entitled to rely on a purchaser's statement that such purchaser has complied with this paragraph.

(4) "Sale at retail" means a sale or selling to an ultimate consumer.

(5) Maximum prices for island-grown produce. (i) On the Island of Oahu:

Item	Grade	Maximum price at wholesale	Maximum price at retail
		Per pound	*Per pound*
Asparagus, fresh	A	$0.28	$0.35
Asparagus, fresh	B	.25	.32
Asparagus, fresh	C	.23	.30
Avocado, butter pears	A	.15	.20
Avocado	B and MQ	.10	.14
Bananas, stems (stem limited to 8 inches above first hand where hand joins stem).	CQ	.0475	-------
Bananas, hands	CQ	.0625	.085
Bananas, stems (stem limited to 8 inches above first hand where hand joins stem) cooking.	CQ	.08	-------
Bananas, hands, cooking	CQ	.10	.14
Beans, snap, green, string and yellow wax.	A	.12	.16
Beans, snap, green, string, yellow wax and other unclassified varieties.	MQ	.10	.14
Beans, green lima (pod)	CQ	.07	.10
Beans, green lima (shelled)	CQ	.18	.25
Bean sprouts-cleaned		.10	.15
Beet tops (tubers not to exceed 1 inch).	CQ	.10	.15
Beets, bunched	CQ	.055	.08
Beets, topped	A	.05	.07
Beets, topped	MQ	.04	.055
Bitter melon	CQ	.15	.20
Broccoli	CQ	.15	.20
Cabbage, all oriental types, bunched or stalks, includes Chinese and Japanese types, green mustard, white stem, chihili and swamp (Ung Choy).	CQ	.07	.10
Cabbage, head, Jan. 1-June 30.	AA and A	.05	.07
Cabbage, head, Jan. 1-June 30.	MQ	.035	.06
Cabbage, head, July 1-Dec. 31.	AA and A	.06	.09
Cabbage, head, July 1-Dec. 31.	MQ	.05	.08
Carrots, bunched	CQ	.06	.09
Carrots, topped	A	.07	.09
Carrots, topped	MQ	.035	.06
Cauliflower, trimmed	CQ	.18	.25
Celery	CQ	.18	.25
		Per dozen	*Per dozen*
Corn, green, sweet	A	.45	.60
Corn, green, sweet	B	.30	.45
		Per pound	*Per pound*
Corn, green, including field corn.	MQ	.03	.04
Cucumbers	A	.12	.16
Cucumbers	MQ	.10	.14
Dasheen (Japanese Taro) (#1).	CQ	.07	.10
Dasheen (Japanese Taro) (#2).	MQ	.035	.05
Egg plant, long (molokai type).	CQ	.07	.10
Eggplant, round and half long	CQ	.05	.08
Ginger	CQ	.10	.15
Gobo, medium and long stem	CQ	.15	.20
Gobo, small and short stem.	MQ	.11	.15
Gobo, large stem	MQ	.11	.15
Kohlrabi, bunched or topped.	CQ	.07	.10
Lettuce, all types, Jan. 1-June 30.	CQ	.13	.20
Lettuce, all types, July 1-Dec. 31.	CQ	.17	.25
Lichee, fresh	CQ	.75	1.00
Lotus root or lilly root	CQ	.12	.16
Okra, Chinese, or See Qua	CQ	.15	.20
Okra, English	CQ	.10	.15
Onions, dry	CQ	.07	.09
Onions, bunching green	CQ	.12	.16
Onions, Lailua bulb bunching.	CQ	.15	.20
Papaya, solo	A	.0425	.06
Papaya, solo and common	MQ	.035	.05
Peanuts, cured, in shell	CQ	.15	.20
Peas, Chinese	CQ	.50	.70
Peppers, sweet, (bell)	CQ	.18	.25
Peppers, hot and chile	CQ	.35	.50
Pineapples	CQ	.025	.04
Potatoes, Irish	AA and A	.055	.07
Potatoes, Irish	MQ	.035	.045
Pumpkin (Japanese)	CQ	.05	.07
Pumpkin, mainland varieties and Kona Crepe.	CQ	.065	.09
Radish, red (per bunch of not less than 12).	CQ	.40	.06
		Per pound	*Per pound*
Rhubarb	CQ	.10	.15
Soybeans, edible, green, including vines.	CQ	.06	.12
Soybeans, edible, green, in pods.	CQ	.20	.30
Spinach, all types	CQ	.10	.15
Squash, Chinese (Tung Qua, Poo Qua, Long Squash) large, (2½ lbs. or over).	CQ	.05	.07
Squash, Chinese, young, small, (below 2½ pounds).	CQ	.10	.14
Squash, banana	CQ	.065	.09
Squash, Hubbard	CQ	.065	.09
Squash, Italian	A	.10	.15
Squash, Italian	MQ	.06	.12
Squash summer	CQ	.10	.15
Squash, queen or acorn	CQ	.08	.11
Sweet potatoes, (specified varieties).	AA	.07	.095
Sweet potatoes, yellow	A	.05	.07
Sweet potatoes, yellow and red.	B	.04	.055
Sweet potatoes	MQ	.03	.04
Swiss chard, bunched or loose.	CQ	.05	.075
Taro, Hawaiian and Chinese (bunched and not for manufacture).	CQ	.035	.06
Taro tops or lua, bunched or loose.	CQ	.10	.15
Tomatoes, large, wrapped, in standard lugs.	A	.16	.21
Tomatoes, large (2" minimum diam.).	A	.14	.21
Tomatoes, large (2" minimum diam.).	B	.12	.18
Tomatoes, large or small	MQ	.08	.12
Tomatoes, egg or plum	CQ	.08	.12
Turnip tops (tubers not to exceed 1 inch).	CQ	.07	.10
Turnips, bunched or topped, long white, round white, purple top, Golden Ball, Daikon, white Chinese, white radish and similar types.	CQ	.045	.06
Turnips, rutabagas, topped.	CQ	.05	.07
Watercress (tied in 1-pound bunch).	CQ	.08	.10
Watermelon	CQ	.08	.10
Yam (Chop Sui) or Farn Quat.	CQ	.10	.14
Yam, Mountain or Dai See.	CQ	.05	.07
		Per dozen bunch	*Per bunch*
Potatoes, Irish	MQ	$0.035	$0.045
Pumpkin (Japanese)	CQ	.05	.07
Pumpkin, mainland varieties and Kona Crepe.	CQ	.065	.09
Radish, red (per bunch of not less than 12).	CQ	.40	.06
		Per pound	*Per pound*
Rhubarb	CQ	.10	.15
Soybeans, edible, green, including vines.	CQ	.06	.12
Soybeans, edible, green, in pods.	CQ	.20	.30
Spinach, all types	CQ	.10	.15
Squash, Chinese (Tung Qua, Poo Qua, Long Squash) large, (2½ lbs. or over).	CQ	.05	.07
Squash, Chinese, young, small, (below 2½ pounds).	CQ	.10	.14
Squash, banana	CQ	.065	.09
Squash, Hubbard	CQ	.065	.09
Squash, Italian	A	.10	.15
Squash, Italian	MQ	.06	.12
Squash summer	CQ	.10	.15
Squash, queen or acorn	CQ	.08	.11
Sweet potatoes, (specified varieties).	AA	.07	.095
Sweet potatoes, yellow	A	.05	.07
Sweet potatoes, yellow and red.	B	.04	.055
Sweet potatoes	MQ	.03	.04
Swiss chard, bunched or loose.	CQ	.05	.075
Taro, Hawaiian and Chinese (bunched and not for manufacture).	CQ	.035	.06
Taro tops or lua, bunched or loose.	CQ	.10	.15
Tomatoes, large, wrapped, in standard lugs.	A	.16	.21
Tomatoes, large (2" minimum diam.).	A	.14	.21
Tomatoes, large (2" minimum diam.).	B	.12	.18
Tomatoes, large or small	MQ	.08	.12
Tomatoes, egg or plum	CQ	.08	.12
Turnip tops (tubers not to exceed 1 inch).	CQ	.07	.10
Turnips, bunched or topped, long white, round white, purple top, Golden Ball, Daikon, white Chinese, white radish and similar types.	CQ	.045	.06
Turnips, rutabagas, topped.	CQ	.05	.07
Watercress (tied in 1-pound bunch).	CQ	.08	.10
Watermelon	CQ	.08	.10
Yam (Chop Sui) or Farn Quat.	CQ	.10	.14
Yam, Mountain or Dai See.	CQ	.05	.07
		Per pound	*Per pound*
Bananas, hands, Chinese and others.	CQ	$0.035	$0.05
Bananas, stems (stem limited to 8 inches above first hand where hand joins stem) cooking.	CQ	.06	-------
Bananas, hands, cooking	CQ	.06	.11
Beans, snap, green, string and yellow wax.	A	.09	.12
Beans, snap, green, string, yellow wax, and other unclassified varieties.	MQ	.07	.10
Beans, green lima (pod)	CQ	.07	.10
Beans, green lima (shelled).	CQ	.18	.25
Beet tops (tubers not to exceed one inch).	CQ	.07	.10
Beets, bunched	CQ	.03	.04
Beets, topped	A	.04	.055
Beets, topped	MQ	.03	.04
Bitter melon	CQ	.08	.12
Broccoli	CQ	.11	.16
Cabbage, all oriental types, bunched or stalks, includes Chinese and Japenese types, green mustard, white stem, chihili, and swamp (Ung Chong).	CQ	.05	.07
Cabbage, head, Jan. 1-June 30.	AA and A	.03	.045
Cabbage, head, Jan. 1-June 30.	MQ	.02	.03
Cabbage, head, July 1-Dec. 31.	AA and A	.04	.06
Cabbage, head, July 1-Dec. 31.	MQ	.03	.045
Carrots, bunched	CQ	.04	.05
Carrots, topped	A	.055	.075
Carrots, topped	MQ	.04	.06
Celery	CQ	.15	.20
		Per dozen	*Per dozen*
Corn, green, sweet	A	.35	.47
Corn, green, sweet	B	.25	.35
		Per pound	*Per pound*
Corn, green, including field corn.	MQ	.02	.03
Cucumbers	A	.08	.12
Cucumbers	MQ	.06	.09
Dasheen, (Japanese Taro) (#1).	CQ	.045	.06
Dasheen, (Japanese Taro) (#2).	MQ	.03	.04
Eggplant, long (Molokai type).	CQ	.07	.10
Eggplant, round and half long.	CQ	.05	.08
Ginger	CQ	.07	.10
Gobo, medium and long stem.	CQ	.15	.20
Gobo, small and short stem.	MQ	.11	.15
Gobo, large stem	MQ	.11	.15
Kohlrabi, bunched or topped.	CQ	.07	.10
Lettuce, all types Jan. 1-June 30.	CQ	.08	.11
Lettuce, all types July 1-Dec. 31.	CQ	.10	.15
Okra	CQ	.10	.15
Onions, dry	CQ	.07	.09
Onions, bunching green	CQ	.07	.10
Oranges, Navel	A	.04	.055
Papaya, solo	A	.04	.06
Papaya, solo and common	MQ	.03	.04
Peanuts, cured, in shell	CQ	.15	.20
Peas, Chinese	CQ	.35	.50
Peas, green pod	CQ	.15	.22
Peppers, sweet (Bell)	CQ	.12	.17
Peppers, hot and chile	CQ	.35	.50
Pineapples	CQ	.05	.07
Potatoes, Irish	AA and A	.035	.045
Potatoes, Irish	MQ	.025	.035
Pumpkin, (Japanese)	CQ	.04	.05
Pumpkin, mainland varieties and Kona Crepe.	CQ	.05	.07
		Per dozen bunch	*Per bunch*
Radish, red (per bunch or not less than 12).	CQ	.50	.06
Rhubarb	CQ	.08	.11

[Subparagraph (i) amended by Am. 63, 9 F.R. 6814, effective 5-22-44]

NOTE: All sales invoices must show the unit specified in the table for each commodity.

(ii) On the Island of Hawaii:

Item	Grade	Maximum price at wholesale	Maximum price at retail
		Per pound	*Per pound*
Asparagus, fresh	A	$0.23	$0.30
Asparagus, fresh	B	.20	.27
Asparagus, fresh	C	.18	.25
Avocado, butter pears	A	.10	.15
Avocado	B and MQ	.07	.10
Bananas, stems (stem limited to 8 inches above first hand where hand joins stem) Bluefield.	CQ	.04	-------
Bananas, hand. Bluefield.	CQ	.05	.07
Bananas, stems (stem limited to 8 inches above first hand where hand joins stem) Chinese and others.	CQ	.025	-------
Soybeans, edible, green, including vines.	CQ	$0.05	$0.08
Soybeans, edible, green, in pods.	CQ	.15	.22
Spinach, New Zealand, Australian, Chinese, other foreign types.	CQ	.05	.08
Spinach, Savoy, Prickley Winter, other mainland types.	CQ	.07	.10
Squash, Chinese (Tung Qua, Poo Qua, Long Squash), large (2½ pounds or over).	CQ	.08	.05
Squash, Chinese, young, small, (below 2½ pounds).	CQ	.06	.09
Squash, banana	CQ	.05	.07
Squash, Hubbard	CQ	.05	.07
Squash, Italian	A	.07	.10
Squash, Italian	MQ	.05	.06
Squash, summer	CQ	.07	.10
Squash, queen or acorn	CQ	.05	.07
Sweet potatoes (specified varieties).	AA	.05	.065
Sweet potatoes, yellow	A	.04	.055
Sweet potatoes, yellow and red.	B	.0325	.04
Sweet potatoes	MQ	.025	.03
Swiss chard, bunched or loose.	CQ	.035	.05
Taro, Hawaiian and Chinese (bunched and not for manufacture).	CQ	.035	.05
Taro tops or luau, bunched or loose.	CQ	.10	.15
Tomatoes, large, wrapped, in standard lugs.	A	.14	.18
Tomatoes, large (2" minimum diam.).	A	.12	.18
Tomatoes, large (2" minimum diam.).	A	.09	.14
Tomatoes, large or small	MQ	.07	.10
Tomatoes, egg or plum	CQ	.07	.10
Turnip tops (tubers not to exceed 1 inch).	CQ	.07	.10
Turnips, bunched or topped, long white, round white, purple top, Golden Ball, Daikon, white Chinese, white radish and similar types.	CQ	.03	.04
Turnips, rutabagas, topped.	CQ	.03	.04
Watercress (tied in 1 pound bunch).	CQ	.045	.07
Watermelon	CQ	.06	.08
Yam (Chop Sui) or Farn Quat.	CQ	.03	.04
Yam, Mountain or Dai See.	CQ	.02	.03
Figs	CQ	.08	.125
		Each	*Each*
Grapefruit (local)	CQ	.07	.085
Grapefruit (local)	MQ	.05	.065
		Per dozen	*Per dozen*
Limes, Tahitien	CQ	.22	.30
Limes, Tahitien	MQ	.18	.24
Limes, Mexicen	CQ	.10	.12
Limes, Mexican	MQ	.08	.10
		Per pound	*Per pound*
Limes, Kusae	CQ	.06	.08
Limes, Kusae	MQ	.05	.07
Oranges, Navel	CQ	.06	.08
Oranges, Navel	MQ	.05	.07
Oranges, Valencia	CQ	.05	.07
Oranges, Valencia	MQ	.04	.06
Poha	CQ	.07	.09
Tangerines	CQ	.10	.125
Tangerines	MQ	.08	.105

NOTE: All sales invoices must show the unit specified in the table for each commodity. Where repacking and delivery are done at the buyer's request, sellers making sales to the United States or any of its political subdivisions, any religious, educational, or charitable institution, any institution for the sick, deaf, blind, disabled, aged or insane, or any school, hospital, library, an industrial or commercial user, or any agency of the foregoing, may add an additional charge, not to exceed 10% of the maximum wholesale price, for this service.

(iii) On the Island of Kauai:

Item	Grade	Maximum price at wholesale	Maximum price at retail
		Per pound	*Per pound*
Asparagus, fresh	A	$0.23	$0.30
Asparagus, fresh	B	.20	.27
Asparagus, fresh	C	.18	.25
Avocado, butter pears	A	.12	.16
Avocado	B and MQ	.08	.12
Bananas, stems (stem limited to 8 inches above first hand where hand joins stem).	CQ	.04	-------
Bananas, hands	CQ	.055	.075
Bananas, stems (stem limited to 8 inches above first hand where hand joins stem) cooking.	CQ	.06	-------
Bananas, hands, cooking	CQ	.10	.14
Beans, snap, green, string, and yellow wax.	A	.12	.16
Beans, snap, green, string, yellow wax, and other unclassified varieties.	MQ	.10	.135
Beans, green lima (pod)	CQ	.07	.10
Beans, green limas (shelled)	CQ	.18	.25
Bean sprouts—cleaned		.10	.15
Beet tops (tubers not to exceed 1 inch).	CQ	.10	.15
Beets, bunched	CQ	.055	.08
Beets, topped	A	.04	.055
Beets, topped	MQ	.03	.04
Bitter Melon	CQ	.12	.16
Broccoli	CQ	.14	.18
Cabbage, all oriental types, bunched or stalks, includes Chinese and Japanese types, green mustard, white stem, chihili, and swamp (Ung Choy).	CQ	.06	.08
Cabbage, head, Jan. 1-June 30.	AA and A	.05	.07
Cabbage, head, Jan. 1-June 30.	MQ	.035	.06
Cabbage, head, July 1 to Dec. 31.	AA and A	.06	.08
Cabbage, head, July 1 to Dec. 31.	MQ	.05	.07
Carrots, bunched	CQ	.055	.08
Carrots, topped	A	.07	.09
Carrots, topped	MQ	.045	.06
Cauliflower	CQ	.18	.25
Celery	CQ	.15	.20
		Per dozen	*Per dozen*
Corn, green, sweet	A	.45	.60
Corn, green, sweet	B	.30	.45
		Per pound	*Per pound*
Corn, green, including field corn.	MQ	.03	.04
Cucumbers	A	.08	.12
Cucumbers	MQ	.06	.09
Dasheen, (Japanese Taro) (#1).	CQ	.06	.09
Dasheen, (Japanese Taro) (#2).	MQ	.035	.05
Eggplant, long (Molokai type).	CQ	.05	.08
Eggplant, round and half long.	CQ	.04	.06
Ginger	CQ	.08	.12
Gobo, medium and long stem.	CQ	.13	.17
Gobo, small and short stem.	MQ	.09	.12
Gobo, large stem	MQ	.09	.12
Kohlrabi, bunched or topped.	CQ	.06	.09
Lettuce, all types, Jan. 1-June 30.	CQ	.12	.16
Lettuce, all types, July 1-Dec. 31.	CQ	.15	.20
Lotus root or lilly root	CQ	.11	.15
Okra	CQ	.09	.14
Onion, dry	CQ	.07	.09
Onions, bunching green	CQ	.12	.16
Papaya, solo	A	.0425	.06
Papaya, solo & common	MQ	.035	.05
Peanuts, cured, in shell	CQ	.12	.16
Peas, Chinese	CQ	.50	.70
Peas, green pod	CQ	.15	.22
Peppers, sweet, (bell)	CQ	.13	.18
Peppers, hot and chile	CQ	.35	.50
Pineapples	CQ	.025	.04
Potatoes, Irish	AA and A	.055	.07
Potatoes, Irish	MQ	.035	.045
Pumpkin, (Japanese)	CQ	.04	.055
Radish, red (per bunch of not less than 12).	CQ	.40	.05
		Per pound	*Per pound*
Rhubarb	CQ	.10	.15
Soybeans, edible, green, including vines.	CQ	.07	.10
Soybeans, edible, green, in pods.	CQ	.16	.24
Spinach, (all types)	CQ	.08	.12
Squash, Chinese, (Tung Qua, Poo Qua, Long Squash) large, (2½ pounds or over).	CQ	.04	.06
Squash, Chinese, young, small (below 2½ pounds)	CQ	.08	.12
Squash, banana	CQ	.055	.08
Squash, Hubbard	CQ	.055	.08
Squash, Italian	A	.09	.14
Squash, Italian	MQ	.07	.11
Squash, summer	CQ	.09	.14
Squash, queen or acorn	CQ	.07	.10
Sweet potatoes, (specified varieties.	AA	.05	.065
Sweet potatoes, yellow	A	.04	.055
Sweet potatoes, yellow and red.	B	.0325	.04
Sweet potatoes	NQ	.025	.03
Swiss chard, bunched or loose.	CQ	.04	.06
Taro, Hawaiian and Chinese, (bunched and not for manufacture).	CQ	.035	.05
Taro tops or luau, bunched or loose.	CQ	.10	.15
Tomatoes, large, wrapped, in standard lugs.	A	.14	.18
Tomatoes, large (2" minimum diam.)	A	.12	.18
Tomatoes, large (2" minimum diam.)	B	.09	.14
Tomatoes, large or small	MQ	.07	.10
Tomatoes, egg or plum	CQ	.07	.10
Turnip tops, (tuber not to exceed 1 inch).	CQ	.07	.10
Turnips, bunched or topped, long white, round white, purple top, Golden Ball, Daikon, white Chinese, white radish and similar types.	CQ	.035	.045
Turnips, rutabagas, topped.	CQ	.04	.055
Watercress (tied in 1 pound bunch).	CQ	.08	.12
Watermelon	CQ	.07	.09
Yam, (Chop Sui) or Farn Quat.	CQ	.09	.13
Yam, Mountain or Dai See.	CQ	.05	.07

NOTE: All sales invoices must show the unit specified in the table for each commodity.

(iv) On the Island of Lanai:

Item	Grade	Maximum price at wholesale	Maximum price at retail
		Per pound	*Per pound*
Asparagus, fresh	A	$0.23	$0.30
Asparagus, fresh	B	.20	.27
Asparagus, fresh	C	.18	.25
Avocado, butter pears	A	.12	.16
Avocado	B and MQ	.07	.10
Bananas, stems (stem limited to 8 inches above first hand where hand joins stem) Bluefield.	CQ	.04	-------

Item	Grade	Maximum price at wholesale	Maximum price at retail
		Per pound	*Per pound*
Bananas, hands, Bluefield.	CQ	$0.05	$0.07
Bananas, stems (stem limited to 8 inches above first hand where hand joins stem) Chinese and others.	CQ	.03	-------
Bananas, hands, Chinese and others.	CQ	.04	.055
Bananas, stems (stem limited to 8 inches above first hand where hand joins stem), cooking.	CQ	.06	-------
Bananas, hands, cooking.	CQ	.08	.11
Beans, snap, green, string and yellow wax.	A	.09	.12
Beans, snap, green, string, yellow wax, and other unclassified varieties.	MQ	.07	.10
Beans, green lima (pod)	CQ	.07	.10
Beans, green lima (shelled).	CQ	.18	.25
Beet tops (tubers not to exceed 1 inch).	CQ	.07	.10
Beets, bunched	CQ	.03	.04
Beets, topped	A	.04	.055
Beets, topped	MQ	.03	.04
Bitter Melon	CQ	.12	.16
Broccoli	CQ	.11	.16
Cabbage, all oriental types, bunched or stalks, includes Chinese and Japanese types, green mustard, white stem, chihili, and swamp (Ung Choy).	CQ	.05	.09
Cabbage, head, Jan. 1-June 30.	AA and A	.03	.045
Cabbage, head, Jan. 1-June 30.	MQ	.02	.03
Cabbage, head, July 1-Dec. 31.	AA and A	.04	.06
Cabbage, head, July 1-Dec. 31.	MQ	.03	.045
Carrots, bunched	CQ	.04	.05
Carrots, topped	A	.055	.075
Carrots, topped	MQ	.04	.06
Celery	CQ	.15	.20
		Per dozen	*Per dozen*
Corn, green, sweet	A	.35	.47
Corn, green, sweet	B	.25	.35
		Per pound	*Per pound*
Corn, green, including field corn.	MQ	.02	.03
Cucumbers	A	.08	.12
Cucumbers	MQ	.06	.09
Dasheen, (Japanese Taro) (#1).	CQ	.045	.06
Dasheen, (Japanese Taro) (#2).	MQ	.03	.04
Eggplant, long (Molokai type).	CQ	.05	.08
Eggplant, round and half long.	CQ	.04	.06
Ginger	CQ	.10	.15
Gobo, medium and long stem.	CQ	.15	.20
Gobo, small and short stem.	MQ	.11	.15
Gobo, large stem	MQ	.11	.15
Kohlrabi, bunched or topped.	CQ	.07	.10
Lettuce, all types, Jan. 1-June 30.	CQ	.10	.15
Lettuce, all types, July 1-Dec. 31.	CQ	.15	.20
Lotus root or lilly root	CQ	.07	.10
Okra	CQ	.09	.14
Onions, dry	CQ	.07	.09
Onions, bunching green	CQ	.07	.10
Papaya, solo and common.	MQ	.03	.06
Papaya, solo	A	.04	.08
Peanuts, cured, in shell	CQ	.15	.20
Peas, Chinese	CQ	.35	.50
Peas, green-pod	CQ	.15	.22
Peppers, sweet (bell)	CQ	.15	.20
Peppers, hot and chile	CQ	.35	.50
Pineapples	CQ	.025	.04
Potatoes, Irish	AA and A	.055	.07
Potatoes, Irish	MQ	.04	.05
Pumpkin (Japanese)	CQ	.035	.05
Radish, red (per bunch of not less than 12).	CQ	*Per dozen bunches* $0.50	*Per bunch* $0.06
NOTE: For white radish, see turnips.			
Rhubarb	CQ	*Per pound* $0.07	*Per pound* $0.10
Soybeans, edible, green, including vines.	CQ	.07	.10
Soybeans, edible, green, in pods.	CQ	.16	.24
Spinach, New Zealand, Australian, Chinese, other foreign types.	CQ	.05	.0.
Spinach, Savoy, Prickly Winter, other mainland types.	CQ	.07	.10
Squash, Chinese, (Tung Qua, Poo Qua, Long Squash) Large, (2½ pounds or over).	CQ	.08	.12
Squash, banana	CQ	.05	.07
Squash, Hubbard	CQ	.05	.07
Squash, Italian	A	.07	.10
Squash, Italian	MQ	.05	.08
Squash, summer	CQ	.07	.10
Squash, queen or acorn	CQ	.06	.08
Sweet potatoes (specified varieties).	AA	.05	.065
Sweet potatoes, yellow	A	.04	.055
Sweet potatoes, yellow and red.	B	.0325	.04
Sweet potatoes	MQ	.025	.03
Swiss chard, bunched or loose.	CQ	.035	.05
Taro, Hawaiian and Chinese, (bunched and not for manufacture).	CQ	.035	.05
Taro tops or luau, bunched or loose.	CQ	.10	.15
Tomatoes, large, wrapped, in standard lugs.	A	.14	.18
Tomatoes, large (2¼" minimum diameter).	A	.12	.18
Tomatoes, large (2⅛" minimum diameter).	B	.09	.14
Tomatoes, large or small	MQ	.07	.10
Tomatoes, egg or plum	CQ	.07	.10
Turnips (tubers not to exceed 1 inch).	CQ	.035	.045
Turnips, bunched or topped, long white, purple top, Golden Ball, Daikon, white Chinese, white radish and similar types.	CQ	.035	.045
Turnips, rutabaga, topped.	CQ	.04	.055
Watercress (tied in 1 pound bunch).	CQ	.03	.05
Watermelon	CQ	.07	.10
Yam, (Chop Sui) or Farn Quat.	CQ	.03	.04
Yam, Mountain or Dai See.	CQ	.02	.03

NOTE: All sales invoices must show the unit specified in the table for each commodity.

(v) On the Island of Maui:

Item	Grade	Maximum price at wholesale	Maximum price at retail
		Per pound	*Per pound*
Asparagus, fresh	A	$0.23	$0.30
Asparagus, fresh	B	.20	.27
Asparagus, fresh	C	.18	.25
Avocado, butter pears	A	.10	.15
Avocado	B and MQ	.07	.10
Bananas, stems (stem limited to 8 inches above first hand where hand joins stem), Bluefield.	CQ	.04	-------

Item	Grade	Maximum price at wholesale	Maximum price at retail
		Per pound	*Per pound*
Potatoes, Irish	MQ	$0.04	$0.05
Pumpkin (Japanese)	CQ	.035	.05
		Per dozen bunches	*Per bunch*
Radish, red (per bunch of not less than 12).	CQ	.60	.06
NOTE: For white radish, see turnips.			
		Per pound	*Per pound*
Rhubarb	CQ	.07	.10
Soybeans, edible, green, including vines.	CQ	.07	.10
Soybeans, edible, green, in pods.	CQ	.16	.24
Spinach, New Zealand, Australian, Chinese, other foreign types.	CQ	.05	.08
Spinach, Savoy, Prickly Winter, other mainland types.	CQ	.07	.10
Squash, Chinese (Tung Qua, Poo Qua, Long Squash) large, (2½ pounds or over).	CQ	.04	.06
Squash, Chinese, young, small (below 2½ pounds).	CQ	.08	.12
Squash, banana	CQ	.05	.07
Squash, Hubbard	CQ	.05	.07
Squash, Italian	A	.07	.10
Squash, Italian	MQ	.05	.08
Squash, summer	CQ	.07	.10
Squash, queen or acorn	CQ	.06	.08
Sweet potatoes (specified varieties).	AA	.05	.065
Sweet potatoes, yellow	A	.04	.055
Sweet potatoes, yellow and red.	B	.0325	.04
Sweet potatoes	MQ	.025	.03
Taro, Hawaiian and Chinese (bunched and not for manufacture).	CQ	.035	.05
Taro tops or luau, bunched or loose.	CQ	.10	.15
Tomatoes, large, wrapped, in standard lugs.	A	.14	.18
Tomatoes, large (2" minimum diameter).	A	.12	.18
Tomatoes, large (2" minimum diameter).	B	.09	.14
Tomatoes, large or small	MQ	.07	.10
Tomatoes, egg or plum	CQ	.07	.10
Turnip tops, (tubers not to exceed 1 inch).	CQ	.07	.10
Turnips, bunched or topped, long white, round white, purple top, Golden Ball, Daikon, white Chinese, white radish and similar types.	CQ	.035	.045
Turnips, rutabagas, topped.	CQ	.04	.055
Watercress (tied in 1 lb. bunch).	CQ	.05	.08
Watermelon	CQ	.07	.09
Yam, (Chop Sui) or Farn Quat.	CQ	.03	.04
Yam, Mountain or Dai See	CQ	.02	.03

NOTE: All sales invoices must show the unit specified in the table for each commodity.

(vi) On the Island of Molokai:

Item	Grade	Maximum price at wholesale	Maximum price at retail
		Per pound	*Per pound*
Asparagus, fresh	A	$0.23	$0.30
Asparagus, fresh	B	.20	.27
Asparagus, fresh	C	.18	.25
Avocado, butter pears	A	.12	.16
Avocado	B and MQ	.08	.12
Bananas, stems (stem limited to 8 inches above first hand where hand joins stem).	CQ	.04	-------
Bananas, hands	CQ	.05	.07
Bananas, stems (stem limited to 8 inches above first hand where hand joins stem), cooking.	CQ	*Per pound* $0.06	*Per pound* -------
Bananas, hands, cooking	CQ	.08	$0.12
Beans, snap, green, string	A	.11	.15
Beans, snap, green, string, and other unclassified varieties.	MQ	.09	.12
Beans, yellow wax	CQ	.055	.08
Beans, green lima (pod)	CQ	.07	.10
Beans, green lima (shelled).	CQ	.18	.25
Bean sprouts, cleaned		.10	.15
Beet tops (tubers not to exceed 1 inch).	CQ	.07	.10
Beets, bunched	CQ	.045	.06
Beets, topped	A	.04	.06
Beets, topped	MQ	.03	.04
Bitter melon	CQ	.14	.18
Broccoli	CQ	.14	.18
Cabbage, all oriental types, bunched or stalks, includes Chinese and Japanese types, green mustard, white stem, chihili, and swamp (Ung Choy).	CQ	.055	.08
Cabbage, head, Jan. 1-June 30.	AA and A	.04	.06
Cabbage, head, Jan. 1-June 30.	MQ	.03	.045
Cabbage, head, July 1-Dec. 31.	AA and A	.05	.07
Cabbage, head, July 1-Dec. 31.	MQ	.04	.055
Carrots, bunched	CQ	.04	.06
Carrots, topped	A	.06	.08
Carrots, topped	MQ	.045	.06
Celery	CQ	.15	.20
		Per dozen	*Per dozen*
Corn, green, sweet	A	.40	.53
Corn, green, sweet	B	.30	.40
Corn, green, including field corn.	MQ	.02	.03
Cucumbers	A	.10	.14
Cucumbers	MQ	.08	.12
Dasheen, (Japanese Taro) (#1).	CQ	.06	.08
Dasheen, (Japanese Taro) (#2).	MQ	.05	.07
Eggplant, long (Molokai type).	CQ	.05	.07
Eggplant, round and half long.	CQ	.04	.06
Ginger	CQ	.08	.12
Gobo, medium and long stem.	CQ	.15	.20
Gobo, small and short stem.	MQ	.11	.15
Gobo, large stem	MQ	.11	.15
Kohlrabi, bunched or topped.	CQ	.07	.10
Lettuce, all types, Jan. 1-June 30.	CQ	.10	.15
Lettuce, all types, July 1-Dec. 31.	CQ	.15	.20
Okra	CQ	.10	.15
Onions, dry	CQ	.07	.09
Onions, bunching green	CQ	.09	.12
Onions, Kailua Bulb, bunching.	CQ	.12	.16
Papaya, solo	A	.04	.055
Papaya, solo and common	MQ	.03	.04
Peanuts, cured, in shell	CQ	.15	.20
Peas, Chinese	CQ	.35	.50
Peppers, sweet (bell)	CQ	.15	.20
Pineapples	CQ	.025	.04
Potatoes, Irish	AA and A	.055	.07
Potatoes, Irish	MQ	.035	.045
Pumpkin, (Japanese)	CQ	.04	.055
		Per dozen bunches	*Per bunch*
Radish, red (per bunch of not less than 12).	CQ	.50	.06
NOTE: For white radish see turnips.			
Soybeans, edible, green, including vines.	CQ	.07	.10
Soybeans, edible, green, in pods.	CQ	.16	.24
Spinach, all types	CQ	.08	.12
Squash, Chinese (Tung Qua, Poo Qua, Long Squash) large, (2½ lbs or over).	CQ	.04	.06
Squash, Chinese, young, small (below 2½ lbs.).	CQ	*Per dozen bunches* $0.08	*Per bunch* $0.12
Squash, banana	CQ	.05	.07
Squash, Hubbard	CQ	.05	.07
Squash, Italian	A	.07	.10
Squash, Italian	MQ	.05	.08
Squash, summer	CQ	.07	.10
Squash, queen or acorn	CQ	.06	.08
Sweet potatoes, (specified varieties).	AA	.05	.065
Sweet potatoes, yellow	A	.04	.055
Sweet potatoes, yellow and red.	B	.0325	.04
Sweet potatoes	MQ	.025	.03
Swiss chard (bunched or loose).	CQ	.035	.05
Taro tops or luau, bunched or loose.	CQ	.10	.15
Tomatoes, large, wrapped, in standard lugs.	A	.14	.18
Tomatoes, large (2" minimum diameter).	A	.12	.18
Tomatoes, large (2" minimum diameter).	B	.09	.14
Tomatoes, egg or plum	CQ	.07	.10
Turnips, bunched or topped.	CQ	.04	.06
Watercress, (tied in 1 pound bunch).	CQ	.04	.05
Watermelon	CQ	.06	.08
Yam, Mountain or Dai See.	CQ	.05	.07

NOTE: All sales invoices must show the unit specified in the table for each commodity.

[Subparagraphs (ii), (iii), (iv), (v) and (vi) amended by Am. 52, 9 F.R. 4351, effective 4-3-44]

(6) *Records and reports*—(i) *Records to be kept.* Notwithstanding the provisions of section 11 of this Maximum Price Regulation No. 373, every person making sales of any of the commodities covered by this section 21 shall on and after the date any such produce becomes subject to this paragraph keep for inspection by the Office of Price Administration for a period of not less than one year records as follows:

(*a*) *Persons making sales at wholesale.* Copies of the invoices or sales memoranda given to purchasers as required by subdivision (iii) below. Purchase records showing the date of purchase, name and address of supplier, kind and grade purchased, number of pounds or other unit of purchase, price per unit, total price paid and the quantity of each kind and grade on hand or order at the close of each calendar month.

(*b*) *Persons making sales at retail.* Copies of the invoices and sales memoranda received from suppliers.

(ii) *Prices to be marked and posted.* On and after the date any island-grown produce becomes subject to this paragraph (e) every person offering to sell such produce at retail shall mark the maximum price of such produce in a manner plainly visible to and understandable by the purchasing public.

The maximum price shall be marked on each item of produce itself or on the shelf, bin, rack, or other holder or container upon or in which the produce may be kept for purposes of sale. The maxi-

mum price shall be indicated in the form "Ceiling price $_____", or "Our Ceiling $_____."

(iii) *Sales slips and receipts.* (a) Every person selling at wholesale shall give the purchaser an invoice or a sales memorandum, showing the date of sale, name and address of the seller, the name and address of the purchaser, and with reference to each item of produce sold the following: the kind and grade, the number of pounds or other unit of sale, the price per unit and the total price received.

(b) Every person selling at retail who has customarily given purchasers sales slips or receipts or similar evidences of purchase shall continue to do so. However, upon request from a purchaser every such seller, regardless of previous custom, shall give the purchaser a receipt showing the date of sale, the name and address of the seller, the name and address of the purchaser, and with reference to each item of produce sold the following: the kind and grade, the number of pounds or other unit of sale, the price per unit and the total price received.

[Paragraph (e) amended by Am. 7, 8 F.R. 10270, effective 6–14–43; Am. 11, 8 F.R. 11437, effective 6–14–43; Am. 28, 8 F.R. 16997, effective 11–5–43; and Am. 49, 9 F.R. 4240, effective 11–20–43 and as otherwise noted]

SEC. 22. *Table IX: Maximum prices for petroleum products.* (a) Maximum Price Regulation No. 137 [13] and Revised Price Schedule No. 88, except as otherwise provided herein, govern the sales of petroleum products in the Territory of Hawaii.

(b) On sales in the Territory of Hawaii, amounts not in excess of the following may be added to the maximum prices established by Revised Price Schedule No. 88, and Maximum Price Regulation No. 137 for gasoline, kerosene, and Diesel fuel:

(1) One cent per gallon for shipments from Honolulu to Kaumalapau, Lanai, Kaunakakai, Molokai, and Hana, Maui and points serviced therefrom. This addition may only be made on shipments from Honolulu, and does not apply to direct shipments.

(2) Two cents per gallon for shipments from Hilo to Honuapo, Hawaii.

(3) One and one-half cents per gallon for shipments by barge from Honolulu to Makukona and Kailua, Hawaii.

(4) Two and one-half cents per gallon for shipments by rail or tank truck, or both, from Hilo to Mahukona and Kailua, Hawaii.

[Subparagraph (4) amended by Am. 13, 8 F.R. 12299, effective 4–20–43]

(5) Two and one-half cents per gallon for gallon shipments from Kahului, Maui, to Hana, Maui.

(6) Seventy-five hundredths cents per gallon for shipments of gasoline, kerosene, and diesel fuel by barge from Honolulu to Lahaina.

(7) One and one-quarter cents per gallon for shipments of gasoline, kerosene and diesel fuel by barge from Honolulu to Honuapo.

[Subparagraphs (6) and (7) added by Am. 28, 8 F.R. 16997, 9 F.R. 2177, effective 12–23–43]

(8) ¾ cents per gallon for shipments by barge from Honolulu to Kawaihae.

[Subparagraph (8) added by Am. 31, 9 F.R. 301, effective 1–11–44]

SEC. 23. [Revoked]

[Sec. 23 revoked by Am. 61, 9 F.R. 6810, effective 4–1–44]

SEC. 24. *Table XI: Maximum prices for retreaded and recapped rubber tires and retreading and recapping rubber tires.* (a) Revised Price Schedule No. 66," as amended, except as otherwise provided herein, governs the sale of retreaded and recapped tires and the retreading and recapping of tires in the Territory of Hawaii.

(b) *Retreading and recapping (tire carcass furnished by purchaser).* The maximum prices for retreading or recapping a tire are the prices set forth for such retreading or recapping in the following schedules.

(c) *Retreaded and recapped tires.* (Tire carcasses furnished by seller.) (1) The maximum prices for a retreaded or recapped tire, where the tire carcass is furnished by the seller are, regardless of the thickness of rubber on the tread of such tire carcass, the sum of the price for the retreading or recapping plus the price for the tire carcass as set forth herein under the designation of "Basic Tire Carcasses": *Provided, however,* That if the tire carcass is a Grade II tire, the price to be added for the tire carcass shall be 60 per cent of the price set forth herein under the designation of "Basic Tire Carcasses." Grade II tires are tires for which the maximum price when new is 85 per cent or less of the maximum price established for first line manufacturers' brands by § 1315.10 Appendix "A" of Price Schedule No. 63.[14]

(2) Where the tire carcass furnished by the seller, or the retreaded or recapped tire is one purchased by a dealer between and including August 11, 1943 to September 4, 1943, pursuant to the "Idle Tire Purchase Plan" of the Office of Price Administration, Hawaii Territorial Office, there shall be added to the maximum price established by paragraph 1 above the sum of $.50. In such case the seller shall furnish the buyer with an invoice or other sales memo describing the tire as to size, make and serial number, and upon which such sum or part thereof is separately stated as "Idle Tire Purchase Plan Charge."

[Paragraph (c) amended by Am. 18, 8 F.R. 14139, effective 8–11–43]

(d) *Basic tire carcasses.* The maximum prices for basic tire carcasses are the prices set forth herein under the designation "Basic Tire Carcasses."

MAXIMUM PRICES FOR RETREADING, FULL CAPPING OR TOP CAPPING PASSENGER CAR TIRES AND FOR BASIC TIRE CARCASSES

Tire size	Maximum prices when market prices of camelback used, exclusive of Federal excise tax is 26 cents per pound or more, tread design depth 1 1/32" or more	Maximum prices when market price of camelback used, exclusive of Federal excise tax is under 26 cents per pound, tread design depth 1 1/32" or more	Basic tire carcasses. Add this price when ever any basic tire carcass is furnished by the seller
4.40–21	$5.85	$5.00	$2.75
4.50–20	6.50	5.65	2.75
4.75–19	6.50	5.65	3.20
4.75–20	6.50	5.65	3.20
5.00–16	6.50	5.65	3.20
5.00–17	6.50	5.65	3.20
5.00–19	6.50	5.65	3.20
5.00–20	6.50	5.65	3.20
5.00–21	7.00	6.15	3.20
5.25–17	7.35	6.50	3.20
5.25–18	7.35	6.50	3.20
5.25–19	7.85	7.00	3.20
5.25–20	7.85	7.00	3.20
5.25–21	7.85	7.00	3.20
5.50–16	7.15	6.50	3.20
5.50–17	7.35	6.50	3.20
5.50–18	7.35	6.50	3.20
5.50–19	7.85	7.00	3.20
5.50–20	7.85	7.00	3.20
6.00–16	8.25	7.40	3.50
6.00–17	8.25	7.40	3.50
6.00–18	8.40	7.55	3.50
6.00–19	8.40	7.55	3.50
6.00–20	10.35	9.50	3.50
6.00–21	10.35	9.50	3.50
6.25–16	9.70	8.85	4.00
6.50–16	9.70	8.85	4.00
6.50–17	9.70	8.85	4.00
6.50–18	9.70	8.85	4.00
6.50–19	9.85	9.00	4.00
6.50–20	10.55	10.70	4.00
7.00–14	10.55	9.70	4.55
7.00–15	10.55	9.70	4.55
7.00–16	10.55	9.70	4.55
7.00–17	10.55	9.70	4.55
7.00–18	10.85	10.00	4.55
7.00–19	12.10	11.25	4.55
7.00–20	13.75	12.90	4.55
7.50–15	12.60	11.75	5.25
7.50–16	14.95	14.10	5.25
7.50–17	15.40	14.55	5.25
Jumbo "14"	11.00	10.15	6.55
Jumbo "15"	12.60	11.75	6.55

MOTORCYCLE TIRES

4.00–18	$5.80	$4.95	$2.75
4.00–19	5.80	4.95	2.75
4.50–18	6.60	6.05	2.75
4.50–19	6.90	6.05	2.75

NOTE: When the tire carcass is furnished by the purchaser, the maximum prices for retreading or recapping such tires are the prices shown in any applicable column to the left of the last column. When the tire carcass is furnished by the seller, the maximum prices for a retreaded or recapped tire are (regardless of the thickness of the rubber on the tread of the tire carcass before it was retreaded or recapped), the sum of the price for the retreading or recapping, shown in any applicable column to the left of the last column, plus the tire carcass price indicated in the last column.

Figures expressed in terms of 32nd inches are depths of the tread design imposed by the retreading or recapping process at the center circumference of the tire.

[13] 9 F.R. 1117, 3078, 3459, 5312, 5826.

[14] Revoked: 9 F.R. 4348.

[15] Revoked: 9 F.R. 4348.

MAXIMUM PRICES FOR RETREADING AND FULL CAPPING TRUCK OR TOP CAPPING AND BUS TIRES AND FOR TRUCK AND BUS BASIC TIRE CARCASSES

Tire size	Maximum prices when market price of camelback used, exclusive of Federal excise tax, is 26 cents per pound or more, tread design depth 1 1/32" or more	Maximum prices when market price of camelback used, exclusive of Federal excise tax, is under 26 cents per pound, tread design depth 1 1/32" or more	Basic tire carcass. Add this price whenever any basic tire carcass is furnished by the seller
6.00–20/30 x 5	$11.40	$10.20	$6.00
6.50–20/32 x 6, 8 ply	15.05	13.85	6.00
7.00–16	11.60	10.40	5.00
7.00–17	15.75	14.55	5.00
7.00–20/32 x 6, 10 ply	16.40	15.20	8.40
7.00–24/36 x 6	20.60	19.40	7.75
7.50–16	16.95	15.75	6.50
7.50–17	17.50	16.30	6.50
7.50–18/32 x 7	17.80	16.60	6.50
7.50–20/34 x 7	19.15	17.55	9.60
7.50–24/38 x 7	24.50	22.90	8.00
8.25–18	22.90	21.30	10.80
8.25–20	26.00	24.40	10.80
8.25–24	28.65	26.65	10.80
9.00–18	26.05	23.85	12.00
9.00–20/36 x 8	29.10	26.50	12.00
9.00–22	30.35	28.15	12.00
9.00–24/40 x 8	30.50	28.30	12.00
9.75–20/38 x 9	32.45	30.25	12.00
10.00–18	30.55	28.35	13.20
10.00–20/38 x 9	32.45	30.25	13.20
10.00–22	32.65	30.45	13.20
10.00–24/42 x 9	33.50	31.30	14.40
10.50–20	34.75	32.55	14.40
11.00–20	34.75	32.55	14.40
10.50–22	36.40	34.20	14.40
11.00–22	36.40	34.20	14.40
10.50–24	41.00	38.80	14.40
11.00–24	41.00	38.80	14.40
11.25–20/40 x 10	42.90	39.70	16.80
12.00–20/40 x 10	42.90	39.70	16.80
11.25–24/44 x 10	47.10	43.90	16.80
12.00–24/44 x 10	47.10	43.90	18.00
12.75–24	51.50	48.30	18.00
13.00–24	51.50	48.30	18.00
14.00–24	68.30	65.10	19.20

NOTE: When the tire carcass is furnished by the purchaser, the maximum prices for retreading or recapping such tire are the prices shown in any applicable column to the left of the last column. When the tire carcass is furnished by the seller, the maximum prices for a retreaded or recapped tire are (regardless of the thickness of the rubber on the tread of the tire carcass before it was retreaded or recapped), the sum of the price for the retreading or recapping, shown in any applicable column to the left of the last column, plus the tire carcass price indicated in the last column.

Figures expressed in terms of 32nd inches are the depths of the tread design imposed by the retreading or recapping process at the center circumference of the tire.

MAXIMUM PRICES FOR RETREADING, FULL CAPPING OR TOP CAPPING GROUND GRIP TYPE TIRES AND FOR GROUND GRIP TYPE BASIC TIRE CARCASSES

Tire size	Column 1 Retreading, full capping and top capping	Column 2 Basic tire carcasses, add this price whenever tire carcass is furnished by the seller
5.50–17	$8.10	$4.50
6.00–16 6 ply	9.10	4.50
6.25–16	10.55	4.75
6.50–16 8 ply	10.55	4.75
7.00–20/32 x 6 10 ply	18.35	8.40
7.50–18	18.15	6.50
7.50–20	18.70	7.20
8.25–20	27.60	10.80
9.00–18	29.95	12.00
9.00–20	31.95	12.00
9.00–24	33.00	12.00
9.75–20	38.50	12.00
10.00–20	38.50	13.20
10.50–24	43.45	14.40
11.00–24	43.45	14.40
11.25–24	47.10	16.80
12.00–24	47.10	16.80
12.75–24	51.50	18.00
13.00–24	51.50	18.00
13.50–24	57.75	18.00
14.00–24	67.75	19.20

NOTE: When the tire carcass is furnished by the purchaser, the maximum prices for retreading or recapping such tire are the prices shown in column 1. When the tire carcass is furnished by the seller, the maximum prices for a retreaded or recapped tire are (regardless of the thickness of the rubber on the tread of the tire carcass before it was retreaded or recapped), the sum of the price for the retreading or recapping, shown in column 1, plus the tire carcass price indicated in column 2.

SEC. 25. *Maximum prices for intoxicating liquor, wine, beer and ale sold by the case or bottle at wholesale and retail—* (a) *Maximum prices for sales in Oahu.* Except as otherwise provided herein, the maximum prices for intoxicating liquors, wine, beer, and ale sold at wholesale and retail, on the Island of Oahu, shall be:

(1) *Mainland hard liquor*—(i) *Sales at wholesale.* At the option of the wholesaler, the maximum wholesale prices shall be calculated by one of the following methods:

Method One: In the case of hard liquors which are listed in the "Tax Commissioner's Findings as to Tax Values of Liquor as of October 1, 1941," published by the Territorial Government, the maximum wholesale price shall be the highest price charged by the seller in the Territory on December 6, 1941, exclusive of any discounts for quantity purchases, plus all federal excise taxes imposed since that time, and the 6% Territorial tax, when applicable, or

Method Two: On all hard liquors not priced under Method One, the maximum wholesale price per case shall be the landed cost multiplied by 1.15, plus the federal excise tax as of April 1, 1944, and the 6% Territorial tax, when applicable.

(ii) *Sales at retail.* At the option of the retailer, the maximum retail prices shall be calculated by one of the following methods:

Method One: In the case of hard liquors which are listed in the "Tax Commissioner's Findings as to Tax Values of liquor as of October 1, 1941," published by the Territorial Government, the maximum retail price shall be the highest price charged by the seller in the Territory on December 6, 1941, plus all federal excise taxes imposed since that time, and the 6% Territorial tax, or

Method Two: On all hard liquors not priced under Method One, the maximum retail price shall be the landed cost as defined herein, multiplied by 1.53, plus the federal excise tax of April 1944, and the 6% Territorial tax. This calculated per case price shall be divided by the number of bottles per case to determine the retail ceiling price per bottle.

(2) *Wines*—(i) *Sales at wholesale.* The maximum price per case for all wines shall be the landed cost multiplied by 1.25, plus the federal excise tax as of April 1, 1944, and the 6% Territorial tax, when applicable.

(ii) *Sales at retail.* The maximum retail price for all wines shall be the landed cost multiplied by 1.87, plus the federal excise tax as of April 1, 1944, and the 6% Territorial tax. This calculated per case price shall be divided by the number of bottles per case to determine the retail ceiling price per bottle.

(3) *Cordials, liqueurs, and specialties*—(i) *Sales at wholesale.* The maximum wholesale price per case of all cordials, liqueurs, and specialties shall be the landed cost multiplied by 1.20, plus the federal excise tax of April 1944, and the 6% Territorial tax, when applicable.

(ii) *Sales at retail.* The maximum retail price of all cordials, liqueurs, and specialties shall be the landed cost multiplied by 1.74, plus the federal excise tax of April 1944, and the 6% Territorial tax. This calculated per case price shall be divided by the number of bottles per case to determine the retail ceiling price per bottle.

(4) *Mainland beer and ale*—(i) *Sales at wholesale.* The maximum wholesale price per case, delivered to the purchaser's place of business, of all mainland beer or ale shall be the landed cost multiplied by 1.13, plus the federal excise tax as of April 1, 1944, and the 6% Territorial tax, when applicable. In case the wholesaler does not make delivery to the purchaser's place of business, the maximum wholesale price shall be the maximum wholesale price set forth above less 5 cents per case.

(ii) *Sales at retail.* The retail ceiling price per case of all mainland beer or ale shall be the landed cost multiplied by 1.41, plus the federal excise tax as of April 1, 1944, and the 6% Territorial tax.

(iii) Customary bottle deposits and allowances must be continued.

(5) *Island beer*—(i) *Sales at wholesale.* The maximum wholesale price for island produced beer per case, delivered to the purchaser's place of business, shall be $2.23 per case. This price includes all federal taxes, but does not include the 6% Territorial tax, which may be added, when applicable. In case the wholesaler does not make delivery to the purchaser's place of business, the maximum wholesale price shall be the maximum wholesale price set forth above less 5 cents per case.

(ii) *Sales at retail.* The maximum retail price for island produced beer per case, shall be $2.68. This price includes all federal taxes, but does not include the 6% Territorial tax, which may be added.

(iii) Customary bottle deposits and allowances must be continued.

(6) *Island liquor.* Maximum prices for sales of island liquor by wholesalers or manufacturers and by retailers shall be as follows:

(i) 90 PROOF LIQUOR

Number of bottles per case	Size of bottles	Maximum wholesale prices per case	Maximum retail prices per bottle
4	1 gallon	$42.51	
3	1 gallon	31.88	
6	½ gallon	32.19	$5.32
12	1 quart	32.86	3.33
12	⅘ quart	26.67	2.71
24	1 pint	33.96	1.73
48	½ pint	35.08	.90

(ii) *Liquor other than 90 proof.* For liquor other than 90 proof, maximum prices shall be the prices determined by applying the factors shown in the following conversion table for each variation of 1 degree in proof content.

CONVERSION TABLE

Number of bottles per case	Size of bottles	Factors for adjusting maximum prices per case for sales at wholesale	Factors for adjusting maximum prices per bottle for sales at retail
4	1 Gallon	$0.4475	
3	1 Gallon	.3356	
6	½ Gallon	.3356	$0.06768
12	1 Quart	.3356	.03384
12	⅘ Quart	.2685	.02707
24	1 Pint	.3356	.01692
48	½ Pint	.3356	.00846

NOTE: *Fractions.* Drop fractions of less than ½ cent. For fractions of ½ cent or over, raise to the next highest whole cent. *Variations of less than one degree in proof content.* Adjust proportionally, (e. g., half the above amounts for variations of ½ degree, etc.)

(iii) *Examples.*

No. 1. To determine the maximum wholesale price for a case of 12 one-quart bottles of 85 proof gin (or other Hawaiian manufactured compound liquor):

Maximum price for a similar case of 90 proof liquor		$32.86
Factor for adjusting prices (from conversion table)	$0.3356	
Number of degrees variation in proof content (85–90)	−5	
Adjustment of 90 proof price $0.3356×(−5)	−$1.6780	
Adjustment after raising fraction of more than ½ cent		−1.68
Maximum price for a case of 85 proof liquor		$31.18

No. 2. To determine the maximum retail price for one-quart bottle of 85 proof liquor:

Maximum price for one quart bottle of 90 proof liquor		$3.33
Factor for adjusting prices (from conversion table)	$0.03384	
Number of degrees variation in proof content (85–90)	−5	
Adjustment of 90 proof price ($0.03384×5 (−5))	−$.16920	
Adjustment after raising fraction of more than ½ cent		−.17
Maximum price for one-quart bottle of 85 proof liquor		$3.16

No. 3. Complete schedule of 85 proof liquor prices resulting from application of Conversion Table in accordance with above examples:

85 PROOF LIQUORS

Number of bottles per case	Size of bottles	Maximum wholesale prices per case	Maximum retail prices per bottle
4	1 gallon	$40.27	
3	1 gallon	30.20	
6	⅓ gallon	30.51	$6.18
12	1 quart	31.18	3.16
12	⅘ quart	25.33	2.57
24	1 pint	32.28	1.65
48	½ pint	33.40	.86

(iv) *Transportation addition.* The maximum prices above established for sales at wholesale, are for delivery at the seller's warehouse. In the event the seller delivers to the buyer's place of business or to any other point designated by the buyer, he may add to the maximum price an amount not in excess of charges for transportation actually paid, or to be paid, in connection with such delivery. The seller may not make any additional charge for delivery made in vehicles owned or controlled by him without first obtaining written authorization from the Office of Price Administration.

(v) *Taxes.* The prices contained in paragraphs (a) (6) (i), through (iv), above, do not include the 6% Territorial tax, which may be added, but they do include the federal tax on distilled spirits of $9.00 per proof gallon, and all other taxes.

(vi) *Less than case lots.* Maximum prices for sales at wholesale of less than case lots should be proportional to the prices contained in paragraphs (a) (6) (i) through (v), above, for full cases. For this purpose, where fractions occur the next highest whole cent may be used. For example, the maximum price to be charged dispensers for a case of twelve ⅕ quart bottles of 85 proof gin is $25.33. The price of three bottles would be three-twelfths of $25.33. Since this would produce a price of $6.33¼, the fraction may be raised to the next highest cent, and $6.34 charged. The price for six bottles, however, would be $12.67, for seven bottles $14.78, etc. With respect to less than case sales in gallon sizes, the prices should be proportional to the price for a full case of three bottles. (Note that the rule for handling fractions for purposes of determining less than case prices is not the same as the rule for handling fractions when using the Conversion Table.)

(b) *Maximum prices for sales on all other islands in the Territory of Hawaii—*(1) *Direct shipments of any imported liquor, wine, beer or ale.* In the case of direct shipments from without the Territory of Hawaii to any island other than the Island of Oahu, of any intoxicating liquor, wine, beer, and ale set forth in paragraphs (a) (1) through (4), the maximum wholesale and retail prices shall be calculated as provided in paragraphs (a) (1) through (4).

(2) *Inter-island shipments.* In the case of any intoxicating liquor, wine, beer and ale originally imported from without the Territory of Hawaii to one island of the Territory and subsequently shipped to another island in the Territory or in the case of any island produced liquor or beer shipped from one island to another, maximum prices shall be calculated as follows:

(i) *Sales at wholesale.* For sales at wholesale the maximum price shall be the maximum price as calculated under paragraphs (a) (1) through (6), plus an amount equal to the sum of the following amounts:

(a) Actual cost of freight, marine, and war risk insurance incurred for shipment between the Islands calculated in accordance with the provisions of paragraphs (c) (3) and (5).

(b) Actual cost of cartage charges from warehouse to dock in the island from which shipment is made, computed at a rate not to exceed $1.20 per ton, and from dock to warehouse, or to purchaser's place of business, in the island of destination, computed at a rate not to exceed $1.20 per ton.

(ii) *Sales at retail.* For sales at retail the maximum price shall be the maximum price as calculated under paragraphs (a) (1) through (6), plus an amount equal to the sum of the following amounts:

(a) Actual cost of freight, marine, and war risk insurance incurred for shipment between the Islands calculated in accordance with the provisions of paragraphs (c) (3) and (5).

(b) Actual cost of cartage charges from warehouse to dock in the island from which shipment is made, computed at a rate not to exceed $1.20 per ton, and from dock to warehouse in the island of destination, computed at a rate not to exceed $1.20 per ton.

(c) Actual cost of cartage charges incurred for hauling from dock or seller's warehouse to the buyer's place of business.

(d) The amounts to be so added to the maximum price per bottle shall be calculated by dividing the added costs as outlined above by the number of bottles per case.

(c) *Landed cost.* Landed cost is an amount not in excess of the sum of the amounts set forth below in subparagraphs (1) through (6). If any of the items specified in any subparagraph below have already been included in an amount determined under another subparagraph, they may not again be added.

(1) An amount equal to your invoice cost. Invoice cost shall include:

(i) In the case of any intoxicating liquors, wines, beers and ales, covered by this section, which were imported to or sold on the mainland and priced under Maximum Price Regulations 445 or 259, as the case may be: The amount you paid your supplier or the manufacturer's maximum price established by Maximum Price Regulations 445 or 259, whichever is lower, less all discounts and allowances except the discount for cash or prompt payment. This amount will include all Federal excise taxes except those imposed on or after April 1, 1944. No export premium may be included in the computation of your "landed cost".

(ii) In the case of any intoxicating liquors, wines, beers and ales, covered by this section imported directly into the Territory, which were not previously imported to or sold on the mainland and priced under Maximum Price Regulations 445 or 259: An amount to be determined upon application to the Office of Price Administration, Iolani Palace, Honolulu 2, T. H.

[Subparagraph (1) amended by Am. 69, 9 F.R. 7424, effective 5–17–44]

(2) An amount equal to import duties and custom house brokerage fees.

(3) An amount equal to the transportation charges actually incurred by the wholesaler for transportation from the point at which the wholesaler received delivery to Hawaii, including transportation taxes, terminal charges, extra charges for shipments of less than carload lots, and territorial tolls and tonnage tax as shown on the bill of lading.

(4) An amount equal to mainland storage charges and insurance in connection therewith actually incurred by the wholesaler.

(5) An amount equal to charges for war risk and marine insurance actually incurred by the wholesaler. However, the amount by which any cost of war risk insurance exceeds the rates charged by the War Shipping Administration shall not be included.

(6) An amount equal to actual cartage charges in Hawaiian port of discharge from dock to warehouse, or retailer's customary receiving point, computed at a rate not in excess of $1.20 per ton, provided the commodity is moved from the dock at the wholesaler's expense. The wholesaler may, at his option, determine the tonnage on either weight or measurement basis.

(d) *Change in maximum prices.* Maximum prices for any brand or size of beverage coming under the terms of this section shall be fixed by determining the maximum price as provided herein on the first shipment to arrive in the Territory after the effective date of this amendment. The price thus determined shall remain the maximum price for such brand and size until a change in landed costs occurs, which, if recalculated, would result in a change in price upward or downward, of two percent or more in the maximum retail price per bottle, in which case the maximum price shall be recalculated as provided herein.

(e) *Filing and posting.* In addition to the requirements set forth in Section 10, relating to records and reports, all wholesalers or importers coming under the terms of this section are required to file with the Office of Price Administration, Honolulu, T. H., on Form THP–10, provided by this office, each calculation of wholesale and retail prices as provided herein. Wholesalers and importers are required to (1) furnish the retailer with a statement of retail ceiling price thus calculated, or (2) furnish the retailer with a statement of the landed cost of such items before the merchandise is sold by the wholesaler or importer.

(f) *Inability to determine maximum prices.* Any person who is unable to determine his maximum price for any intoxicating liquor, wine, beer, or ale, under the provisions of this section, shall apply to the Office of Price Administration, Honolulu, T. H., for the establishment of such maximum price.

(g) *Definitions.* (1) Except as otherwise provided herein, all liquors, wines cordials, liqueurs, beer, ale, and other alcoholic, vinous, spiritous, or malt beverages covered by this section are defined as set forth in Regulations 4 and 5 and Amendments thereto, issued under the terms of the Federal Alcohol Administration Act as amended and under the terms of Maximum Price Regulations 445 [16] or 259,[17] as the case may be, as now or hereinafter amended.

(2) "Mainland hard liquor, beer or ale" means any hard liquor, beer ale imported in the Territory of Hawaii.

(3) "Island liquor or beer" means any liquor or beer manufactured in the Territory of Hawaii.

(4) "Sale at retail" means a sale or selling to an ultimate consumer.

(5) "Sale at wholesale" means a sale to any person other than an ultimate consumer, and includes, but is not limited to, sales to wholesalers, retailers and dispensers by manufacturers, brewers, importers, and other wholesalers.

(6) "6% Territorial Tax" means the liquor tax imposed under the terms of the Hawaii Liquor Tax Act of July 1, 1939.

(7) The "highest price charged by the seller in the Territory on December 6, 1941," means the highest price at which the seller sold or offered to sell, in the Territory of Hawaii, on December 6, 1941, any hard liquor listed in the "Tax Commissioner's Findings as to Tax Values of Liquor as of October 1, 1941," published by the Territorial Government.

[Sec. 25 amended by Am. 2, 8 F.R. 6849, effective 5–6–43; Am. 38, 9 F.R. 1528, effective 11–8–43; and Am. 61, 9 F.R. 6810, effective 4–1–44]

[16] 9 F.R. 4687.

[17] 7 F.R. 8950, 9495, 9621; 8 F.R. 10902, 16835; 9 F.R. 3392, 3946, 4107.

SEC. 25a. *Maximum prices for intoxicating liquor, wine, beer and ale drinks served or sold by dispensers for consumption on the premises—*(a) *What this section covers.* This section sets maximum prices for all intoxicating liquor, wine, beer and ale drinks served or sold by dispensers for consumption on the premises, in the Territory of Hawaii.

(b) *Maximum prices for sales by dispensers other than cabaret dispensers.*

	Maximum price per drink (cents)
(1) *Mainland liquor.*	
(i) *Scotch whiskey.* King's Ransom, Johnnie Walker, Black Label, Haig and Haig Pinch Bottle, Ballantyne, Cutty Sark, Peter Dawson 20 Years Old, John Crabbie, Findlators', or any other Scotch Whiskey 12 years old or more, straight or mixed	50
All other brands of Scotch Whiskey, straight or mixed	45
(ii) *Bourbon, rye, and Canadian whiskies.* Bourbon or Rye Whiskey, 100 Proof, which has been bottled in bond, Canadian Club Whiskey, Seagram VO Canadian Whiskey, straight or mixed	50
All other Bourbon, Rye, Canadian or Blended Whiskies, straight or mixed	40
(iii) *Rum:* Imported, straight or mixed	40
Domestic (including Puerto Rican), straight	35
Domestic (including Puerto Rican), mixed	40
(iv) *Brandy:* Imported, straight or mixed	45
Domestic, straight or mixed	35
(v) *Mainland or imported gin:* Straight	30
Mixed	35
(2) *Island liquor.*	
(i) Island compounded gin, imitation whiskey, rum, okolehao, arrack, vodka, any other kind of island-produced liquor:	
Straight	25
Mixed	30
(3) *Beer and ale.*	
(i) *Mainland beer and ale,* per 11 or 12 oz. bottles, steinie, or can, all brands	25
Per 22 oz. bottle, all brands	40
Per 32 oz. bottle, all brands	60
(ii) *Island beer.*	
Primo or Royal, per 11 or 12 oz. bottle	20
Draught Beer, 12 oz	20

Maximum prices for draught beer served or sold in quantities other than 12 ounces shall be in direct proportion per ounce to the maximum price of 20¢ for 12 ounces. For example, the maximum price for 6 ounces of draught beer shall be 10¢.

	Cents
(4) *Wine.*	
(i) *By the glass:*	
Domestic wine, portion or serving, not less than three ounces	25
Imported wine, portion or serving, not less than three ounces	35
Special wines, domestic or imported, portion or serving, not less than three ounces	50
(ii) *By the bottle:*	

When domestic, imported, or special wines are served by the bottle the maximum price shall be the maximum retail price, as determined under Section 25 of this Regulation, plus the following charges for chilling and serving:

	Cents
For still wines	25
For sparkling wines	50

(c) *Maximum prices for sales by cabaret dispensers.*

	Maximum Price Per Drink	Cabaret Tax	Maximum Price Per Drink Including Tax
	Cents	Cents	Cents
(1) *Mainland liquor.*			
(i) *Scotch whiskey.* King's Ransom, Johnnie Walker Black Label, Haig and Haig Pinch Bottle, Ballantynes, Cutty Sark, Peter Dawson 20 Years Old, John Crabbie, Findlaters', or any other Scotch Whiskey 12 years old or more, straight or mixed	50	15	65
All other brands of Scotch Whiskey, straight or mixed	46	14	60
(ii) *Bourbon, rye, and Canadian whiskies.* Bourbon or Rye Whiskey, 100 Proof, which has been bottled in bond, Canadian Club Whiskey, Seagrams VO Canadian Whiskey, Straight or Mixed	46	14	60
All other Bourbon, Rye, Canadian or Blended Whiskies, Straight or Mixed	38	12	50
(iii) *Rum:*			
Imported, straight or mixed	38	12	50
Domestic (including Puerto Rican), straight	34	11	45
Domestic (including Puerto Rican), mixed	38	12	50
(iv) *Brandy:*			
Imported, straight or mixed	46	14	60
Domestic, straight or mixed	34	11	45
(v) *Mainland or imported gin:*			
Straight	31	9	40
Mixed	34	11	45
(2) *Island liquor.*			
(i) Island compounded gin, imitation whiskey, rum, okolehao, arrack, vodka, or any other kind of island produced liquor:			
Straight	27	8	35
Mixed	31	9	40
(3) *Beer and ale.*			
(i) *Mainland beer and ale,* per 11 or 12 oz. bottle, steinie, or can, all brands	27	8	35
Per 22 oz. bottle, all brands	38	12	50
Per 32 oz. bottle, all brands	58	17	75
(ii) *Island beer.*			
Primo or Royal, per 11 or 12 oz. bottle	19	6	25
(4) *Wine.*			
(i) *By the glass:*			
Domestic wine, portion or serving not less than three ounces	27	8	35
Imported wine, portion or serving, not less than three ounces	34	11	45
Special wines, domestic or imported, portion or serving, not less than three ounces	50	15	65

(ii) *By the bottle:*

When domestic, imported, or special wines are served by the bottle, the maximum price shall be the maximum retail price, as determined under Section 25 of this Regulation, plus 30% cabaret tax, plus the following charges for chilling and serving:

For still wines	$0.25
For sparkling wines	.50

(d) *Inability to determine maximum prices.* Any dispenser who is unable to determine his maximum price for any intoxicating liquor, wine, beer or ale drink, under the provisions of this section, shall apply to the Office of Price Administration, Honolulu, T. H., for the establishment of such price.

(e) *Clubs, non-profit associations and hotels.* (1) any club, non-profit association or any hotel may apply to the Office of Price Administration, Hawaii Territorial Office, Honolulu, T. H., for permission to sell liquor drinks at a price not in excess of the highest price for which such drinks were sold or offered for sale by such club, non-profit association or hotel on December 6, 1941.

(f) *Evasion.* (1) The limitations set forth in this section shall not be evaded whether by direct or indirect methods.

(2) Specifically, but not exclusively, the following practices are prohibited:

(i) Serving or selling any straight drink in a glass or other container other than one having a capacity of one fluid ounce.

(ii) Serving or selling any straight drink without filling to the capacity, with liquor, the glass or other container in which it is served;

(iii) Measuring the liquor to be put into a mixed drink in a glass or other container other than one having a capacity of one fluid ounce.

(iv) Diluting, cutting or mixing with another ingredient a liquor prior to its being served as a drink or its incorporation into a mixed drink;

(v) Charging a cover or service charge to a consumer. If such a charge was normally made on December 6, 1941, application may be made to the Office of Price Administration, Hawaii Territorial Office, Honolulu, T. H., for permission to continue to make a similar charge.

(vi) Refusing to sell a drink, mixed drink, beer or ale except in connection with the sale of another commodity.

(g) *Posting of prices.* Every dispenser selling or offering for sale any intoxicating liquor, wine, beer or ale drinks, covered by this section, shall post, in a conspicuous and accessible place where such drinks are sold or offered for sale, a statement or list showing the maximum for every drink sold or offered for sale. The provisions of paragraph (b) (1) of section 10, relating to the marking and posting of prices, shall not be applicable to this section.

(h) *Definitions.* When used in this maximum price regulation the term:

(1) "Drink" or "straight drink" means a drink of not less than one fluid ounce of liquor.

(2) "Mixed drink" means a drink containing not less than one fluid ounce of liquor mixed with an ingredient other than liquor. A drink served with a chaser is not a mixed drink.

(3) "Beer" and "ale" means malt beverages made by the alcoholic fermentation of an infusion or decoction, or combinations of both, in potable brewing water, of malted, barley with hops or their parts or products, and with or without other malted cereals, and with or without the addition of unmalted or prepared cereals, other carbohydrates or products prepared therefrom, and with or without the addition of carbon dioxide, and with or without other wholesome products suitable for human food consumption.

(4) "Liquor" means a distilled or compounded alcoholic beverage of not less than 80° proof, except that sloe gin of not less than 70° proof shall also be deemed "liquor."

(5) "Wine" means any alcoholic beverage commonly known as such, produced by fermentation, and of not more than 24% alcoholic content by volume.

(6) "Imported wine" means wine manufactured outside of the United States, its territories or possessions.

(7) "Domestic wine" means wine manufactured in the United States, its territories or possessions, except the Territory of Hawaii.

(8) "Special wines" means any wine, either imported or domestic, for which the maximum wholesale price, as determined under Section 25 of this Regulation, exceeds $2.75 per four-fifths quart.

(9) "Mainland liquor, beer and ale" means any liquor, beer and ale imported into the Territory of Hawaii.

(10) "Island liquor or beer" means any liquor or beer manufactured in the Territory of Hawaii.

(11) "Dispenser" means any person licensed by the Territorial Government to serve or sell, for consumption on the premises, any alcoholic drinks covered by this section.

(12) "Cabaret dispenser" is any dispenser whose receipts, under the cabaret tax contained in Chapter 10 of the Internal Revenue Code, as amended, are subject to the 30% excise tax effective April 1, 1944.

[Section 25a added by Am. 61, 9 F.R. 6810, effective 4-1-44]

SEC. 26. *Table XIII: Maximum prices for war bicycles.* (a) Maximum Price Regulation No. 158,[38] except as otherwise provided herein, governs the sale of war bicycles in the Territory of Hawaii.

(b) The maximum prices for war bicycles sold or delivered in the Territory of Hawaii shall be:

	Sales at wholesale	*Sales at retail*
War bicycles	$33.25	$43.75

(1) These maximum prices apply to all war bicycles shipped directly from the mainland of the continental United States to the Islands of Hawaii, Molokai, Kauai, or Maui. If war bicycles are trans-shipped from Honolulu to any other of the Hawaiian Islands the maximum prices set forth above may be increased by the amount of the cost of inter-island transportation actually paid or incurred by the seller.

(2) Any additional equipment or accessories placed on the war bicycle prior to sale and not ordinarily a part of the equipment of such bicycle shall be added only at the option of the purchaser. The maximum prices for such additional items, which must be sold separately, are governed by the General Maximum Price Regulation for Hawaii.

SEC. 27. *Table XIV: Maximum prices for sale and rental of used typewriters.* (a) Maximum Price Regulation No. 162," except as otherwise provided herein, governs the sale and rental of used typewriters in the Territory of Hawaii.

(b) On sales of used typewriters the maximum prices set forth in Maximum Price Regulation No. 162 may be increased by the cost of transporting at the time of sale of a similar typewriter from San Francisco, California, to the Territory of Hawaii.

SEC. 28. *Table XV: Maximum prices for soft drinks.* (a) Maximum prices for all soft drinks ordinarily sold over the counter in the bottle not exceeding twelve ounces in size shall be five cents per bottle.

(b) A bottle deposit, which must be refunded when the bottle is returned, of not more than five cents per bottle may be charged.

(c) This maximum price may not be increased by changing customary methods of serving soft drinks by adding a service charge or any additional charge.

(d) For the purposes of this table, the term "soft drinks" means flavored or unflavored non-alcholic beverages and waters in bottles or other closed containers, whether carbonated or not, but excluding milk drinks, fruit juices, vegetable juices, and combinations thereof where at least 85% by weight is pure fruit juice, vegetable juice, or a mixture thereof.

SEC. 29. *Table XVI: Maximum prices for used refrigerators.* (a) Revised Maximum Price Regulation No. 139,[39] except as otherwise provided herein, governs the sale of used refrigerators in the Territory of Hawaii.

(b) On sales of used refrigerators in the Territory of Hawaii, in order to allow for transportation charges, the maximum prices set forth in Revised Maximum Price Regulation No. 139 may be increased by an amount not in excess of the following:

Interior measurement:	
4 cu. ft. or less	$12.00
Over 4 cu. ft. to 5 cu. ft. inc.	13.00
Over 5 cu. ft. to 6 cu. ft. inc.	15.00
Over 6 cu. ft. to 7 cu. ft. inc.	16.00
Over 7 cu. ft.	17.00

(c) The maximum price for any 1941 or 1942 model of used household mechanical refrigerator shall be 70% of the original list price of an identical new refrigerator for sale, delivered in Hawaii, without the addition of the above allowance.

SEC. 30. *Table XVII: Maximum prices for household mechanical refrigerators.* (a) The maximum price for household mechanical refrigerators in the Territory of Hawaii shall be the landed cost multiplied by 1.77. The maximum price for any lower price at which the refrigerator may be sold below the ceiling herein set) includes delivery, installation, servicing, and a 5-year warranty by the seller, and all Federal and Territorial taxes, including the Hawaii Gross Income Tax.

(1) Landed cost is the sum of such of the following items as are expenses actually incurred:

(i) *Factory cost.* Factory cost is the amount actually paid or to be paid to the manufacturer.

(ii) *Cost of warranty contract.* This item may not be included if no additional charge is made therefor by the manufacturer over and above the factory cost.

(iii) *Federal excise tax.* This item may not be included if no additional charge is made therefor by the manufacturer over and above the factory cost.

(iv) *Mainland freight.* Under this item the cost of all freight covering transportation from the point of manufacture to the port of shipment to Hawaii may be included. Federal transportation taxes, terminal charges, and extra charges for shipment of less than carload lots may also be included.

(v) *Cost of mainland storage.* Under this item all warehousing costs incurred as a result of the War Production Board's action in freezing new refrigerator stocks may be included. Other warehousing costs actually incurred by the seller for storage on the mainland United States may be included, but any cost for such storage in excess of three months shall not be included. Insurance charges incurred as a result of such storage may also be included, but limited to three months as above.

(vi) *Ocean freight.* Under this item the cost of all freight covering transportation from the port of shipment to Hawaii, plus Territorial tolls and tonnage taxes as shown on the bill of lading may be included. The cost of freight for shipments between islands of the Hawaiian group may also be included.

(vii) *Cost of transportation insurance.* Under this item the cost of rail, marine and war risk insurance may be included, except that any cost of war risk insurance in excess of the rates charged by the War Shipping Administration shall not be included.

(viii) *Cost of exchange.* Under this item the cost of exchange at rates prevailing in the Territory of Hawaii may be included.

(b) *Evasion.* The limitations set forth in this Maximum Price Regulation No. 373 shall not be evaded, whether by direct or indirect methods, in connection with an offer, solicitation, agreement, sale, delivery, purchase, or receipt of or relating to household mechanical refrigerators alone, or in conjunction with any other commodity or by way of commission, service, transportation, or other charge, or by tying-agreement, or otherwise.

(c) Specifically, but not exclusively, the following practices are prohibited:

(1) Increasing charges for deferred payment, or for any other form of installment or time payment or credit accounts, above those in effect on February 2, 1942.

(2) Failing to give or shortening the warranty, or failing to give delivery, installation and other services available or in effect to the same general class of purchaser in exchange for the prices prevailing on February 2, 1942.

(d) *Definitions.* When used in this Table XVII, the term:

(1) "Manufacturer" means any person who operates a plant or factory which manufactures household mechanical refrigerators;

(2) "Distributor" means any person other than a manufacturer or dealer, who, prior to February 14, 1942, was engaged in the business of selling household mechanical refrigerators to dealers;

(3) "Dealer" means any person other than a manufacturer or distributor, engaged in the business of selling household mechanical refrigerators to persons purchasing for use, rather than resale;

(4) "Household mechanical refrigerator" means any new refrigerator for household use which operates either by compression or absorption;

(5) "Model" means any combination of size and specifications of equipment;

(6) "Ultimate consumer" means a person who purchases a household mechanical refrigerator for use in his own premises.

SEC. 31. *Table XVIII: Maximum prices for Hawaiian standard blackout bulbs and motor headlight blackout services.* (a) The maximum price at retail for sales of Hawaiian standard blackout bulbs in the Territory of Hawaii shall be 33 cents per bulb.

(b) The maximum price for blacking out the headlights on a motor vehicle in accordance with the specifications of Part 3 of General Orders No. 3 as amended by General Orders No. 36 of the Military Governor of the Territory of Hawaii, shall be $5.00 when such service is guaranteed in the manner provided in paragraph (e) below.

(c) The maximum price for changing the blackout on the headlights of a motor vehicle, which blackout had originally been made in accordance with the specifications of Part 3 of said General Orders No. 3 prior to its amendment by said General Orders No. 36, to conform with the maximum specifications for light permitted by Part 3 of said General Orders 3 as amended by said General Orders No. 36 shall be $2.00 when such service is guaranteed in the manner provided in paragraph (e) below. Such changing shall include any and all scraping and/or repainting of the headlight lenses which is necessary in order to make such headlights conform to said specifications. If such change requires that the hoods on the headlights be replaced by new shields an additional charge of $1.50 may be made for each shield so replaced.

(d) The maximum price for blacking out the rear light or rear lights on a motor vehicle in accordance with the specifications of Part 3 of said General Orders 3 as amended by General Orders 36 shall be $0.50 when such service is guaranteed in the manner provided in paragraph (e) below. Such maximum price shall apply for the blacking out of the total of all rear lights whether one or more than one and regardless of whether such rear light or lights have previously been blacked out.

(e) The maximum prices prescribed above apply only in the event that the person selling such service guarantees to the purchaser to do, without charge, all repair or alteration work necessary to make such blacking out conform to the said specifications for a period of thirty days from the time of completion. Such guarantee need not cover any repair or alteration work made necessary because of damage caused by collision or misuse. A more comprehensive guarantee than the one above may be given, but no extra charge may be made therefor.

(f) In the event that such guarantee is not given the maximum price for the services specified in paragraphs (b), (c) and (d) shall be 50% of the maximum prices above specified.

[Section 31 amended by Am. 7, 8 F.R. 10270, effective 6-17-43; and Am. 22, 8 F.R. 15369, effective 10-4-43]

SEC. 32. *Table XIX: Maximum prices for "Kills 'Em Roach Spray".* (a) The maximum prices for sales of "Kills 'Em Roach Spray" in the Territory of Hawaii shall be:

	Maximum price at wholesale per case	Maximum price at retail
		Each
11 ounce bottles, 24 to a case	$4.68	$0.235
11½ ounce bottles, 24 to a case	4.80	.24
12 ounce bottles, 24 to a case	4.90	.25
Pints, 24 to a case	6.00	.30
Quarts, 12 to a case	5.70	.55
Half-gallons, 6 to a case	5.30	1.05
Gallons, 4 to a case	6.00	1.75

[Above table amended by Am. 9, 8 F.R. 10984, effective 8-11-43]

(b) The maximum prices for sales at wholesale on all Islands other than Oahu shall be the maximum prices at wholesale set forth in paragraph (a) above, plus transportation costs from Oahu actually incurred by the buyer. "Transportation costs" are defined to mean and shall include only freight and marine and war risk insurance charges, plus an amount equal to cartage charges in the port of discharge from dock to warehouse computed at a rate not in excess of $1.20 per ton, weight or measurement, except on the Island of Molokai, where it shall be computed at a rate not in excess of $2.65 per ton. Transportation costs must be stated separately by the wholesaler on his bill or invoice to the purchaser.

(c) The maximum prices for sales at retail on all Islands other than Oahu shall be the maximum prices at retail set forth in paragraph (a) above, plus transportation costs actually incurred by the retailer, or such transportation costs as are separately billed and stated to the retailer by the wholesaler.

[Paragraphs (b) and (c) added by Am. 8, 8 F.R. 10666, effective 8-4-43]

[38] 7 F.R. 4295, 7452, 8948, 10294.

[39] 9 F.R. 526, 4350.

[40] 8 F.R. 3706, 5484, 9779, 10079.

SEC. 33. *Table XX: Maximum prices for cosmetics.* (a) Maximum prices for sales in the Territory of Hawaii of the following Hawaii Elko Sha Cosmetics shall be:

	Maximum manufacturer's price per gross	Maximum wholesale price per dozen	Maximum retail price per package
Elko hair pomade 16 oz.	$50.40	$5.19	$0.59
Elko hair pomade 8 oz.	30.44	3.11	.32
Elko hair pomade 4 oz.	21.49	2.10	.25
Elko hair pomade 2 oz.	14.40	1.45	.16
Elko brilliantine 16 oz.	65.53	6.96	.78
Elko brilliantine 8 oz.	38.93	4.07	.45
Elko brilliantine 4 oz.	28.16	2.86	.33
Bouquet brilliantine 8 oz.	55.43	6.60	.75
Bouquet brilliantine 4 oz.	35.66	3.97	.44
Bouquet brilliantine 2 oz.	21.99	2.33	.26
Elko Powder Shampoo 4 oz.	24.84	2.61	.29
Elko Powder Shampoo 8 oz.	46.80	4.93	.54
Elko Beauty Cream 2 oz.	26.16	2.75	.30
Elko Beauty Cream 3 oz.	37.20	3.92	.43
Cammen Cleansing Cream 2 oz.	27.72	2.91	.32
Cammen Cleansing Cream 3 oz.	39.84	4.19	.46

[Table amended by Am. 6, 8 F.R. 8550, effective 6-19-43]

(b) Maximum prices for sales at retail of packaged cosmetics, which packages have been marked "Retail ceiling price $____ (MPR 393)" in accordance with the provisions of Maximum Price Regulation 393," as amended, shall be the prices so marked on such packages plus an amount equal to the actual cost of transportation to the territory of Hawaii.

(c) "Cosmetic" means any product intended to be rubbed, poured, sprinkled, or sprayed upon, or introduced into or otherwise applied to the human body or any part thereof for cleansing, beautifying, promoting attractiveness, or altering the appearance. "Cosmetic" does not include any product for internal or external use intended to be used for the diagnosis, cure, mitigation, or prevention of diseases of man or other animals, or any product whose label indicates it may be for such use. Soaps are not cosmetics, but as used herein, the term "cosmetic" includes shaving soaps and liquid shampoos.

(d) "Packaged" means packaged by or for a manufacturer in a package of a size and type customarily sold to an ultimate consumer.

[Paragraph (b) amended and paragraphs (c) and (d) added by Am. 31, 9 F.R. 301, effective 11-8-43]

SEC. 34. *Table XXI: Maximum price for candy.* (a) Maximum prices for sales in the Territory of Hawaii of Hester May marshmallows shall be:

	Sales at wholesale per lb.	Sales at retail per lb.
Hester May marshmallows	$0.40	$0.60

(1) Maximum prices for sales of different quantities shall be computed proportionately.

(2) In the case of sales on Islands other than Oahu, 1 cent per pound, or fraction thereof, may be added to the maximum prices set forth above both at wholesale and at retail.

[Subparagraph (2) added by Am. 8, 8 F.R. 10666, effective 8-4-43]

SEC. 35. *Table XXII: Maximum prices for phonograph records and albums.* (a) The maximum prices for sales of phonograph records and albums in the Territory of Hawaii shall be:

Make or label	Wholesale	Retail
1. Bluebird 10"	$0.30	$0.46
2. Victor Black Label 10"	.40	.61
3. Victor Black Label 12"	.56	.85
4. Victor Red Label 10"	.56	.85
5. Victor Red Label 12"	.75	1.19
6. Decca Blue Label 10"	.23	.40
7. Decca Blue Label 12"	.49	.85
8. Decca Black or Red Label 10"	.33	.55
9. Decca Black or Red Label 12"	.67	1.10
10. Decca Red Seal 10"	.49	.85
11. Okeh 10"	.25	.42
12. Vocalion 10"	.25	.42
13. Columbia Red Label 10"	.34	.57
14. Columbia Red Label 12"	.51	.85
15. Columbia Classical Blue or Green Label 10"	.51	.85
16. Columbia Classical Blue or Green Label 12"	.69	1.10
17. Columbia Blue Label (Add-a-part) 10"	.69	1.10
18. Columbia Blue Label (Add-a-part) 12"	1.02	1.65
19. Columbia YB Black Label 10"	.51	.85
20. Columbia ME Gold Label 12"	.69	1.10
21. Hit records 10"	.36	.55
22. Hawaiian transcription 10"	.50	.85
23. Silvertone 10"	----	.43
24. Silvertone 12"	----	.69
25. Conqueror 10"	----	.29
26. Capitol 10"	----	.58
27. Elite 10"	.25½	.40
28. Immortal 10" Black Label	.25	.39
29. Excelsior 10" Red Label	----	.58
30. Philharmonic transcription 12" Classic Albums included with record sets	.30	.63 .50
31. Music Appreciation Records, 12" Standard Records	.48	.75
32. 12" Standard Opera Records	.55	.85
33. 12" DeLuxe Records	.55	.85
34. 12" DeLuxe Opera Records	.60	.93
35. 10" Symphonic Records	.33	.55
36. 10" Classical Records	.25	.39
37. Columbia Records, Sets J-1-2-7-9-10 3-10" Records	1.69	2.67
38. Sets J-3-4-5-11-12-13-14-15-20-2-10" Records	1.02	1.61
39. Sets J-8-15-16-21 5-10" Records	2.38	3.76
40. Sets J-6-17-22 3-10" Records	1.35	2.14
41. Sets J-19-23 2-10" Records	.69	1.08
42. Party Records, Albums numbered 5, 6, 8, 9, 10, 11 (including albums)	1.57—	2.25
43. Album No. 7 (including album)	3.67—	5.25

NOTE: Prices for J-Record Sets include albums.

[Above table amended by Am. 7, 8 F.R. 10270, effective 7-24-43; Am. 8, 8 F.R. 10666, effective 8-4-43; and Am. 15, 8 F.R. 13019, effective 7-24-43]

(b) *Allowance for record scrap.* If the seller of new records requires the buyer to furnish record scrap in order to purchase new records he shall make an allowance to the purchaser for such record scrap at the following rates (where an amount to be allowed or paid includes a fraction of a cent, such amount shall be adjusted to the next higher cent):

(1) In the case of a sale by a retail seller not less than:

(i) 2¢ for each 10" solid stock scrap record;

(ii) 3¢ for each 12" solid stock scrap record;

(iii) 1¢ for each 10" laminated scrap record;

(iv) 1½¢ for each 12" laminated scrap record;

(v) 4¢ per pound for broken record scrap in bulk.

(2) In the case of sales by wholesalers or distributors not more than:

(i) 2½¢ for each 10" scrap record;
(ii) 4¢ for each 12" scrap record;
(iii) 6¢ per pound for record scrap in bulk.

(c) *Maximum charge for securing scrap for buyer.* If the seller of new records, either at wholesale or at retail, requires the buyer to furnish record scrap in order to purchase new records, and the buyer is unable to furnish such record scrap, the seller may make a charge of not more than three cents for each new record sold, for securing for such buyer the required record scrap. In such case, no allowance for record scrap need be made by the seller to the buyer.

(d) *Evasion.* (1) The price limitations set forth herein shall not be evaded directly or indirectly.

(2) Specifically, but not exclusively, the sale of a new record to a buyer, in connection with the sale of another new record or records to the buyer, for use by the buyer in furnishing record scrap to the seller in connection with the sale of such other records, is prohibited.

(3) The seller of a new record or records may not require the buyer thereof to furnish scrap as a condition of sale except to the extent that the seller was required by his supplier to furnish scrap or to promise to furnish scrap in connection with the purchase of such record or records by the seller from his supplier.

[Paragraphs (b), (c) and (d) added by Am. 22, 8 F.R. 15369, effective 10-19-43]

SEC. 36. *Table XXIII: Maximum prices for sanitary napkins.* (a) Maximum Price Regulation No. 140," except as provided elsewhere herein, governs sales of sanitary napkins in the Territory of Hawaii.

(b) The maximum prices for sales of sanitary napkins in the Territory of Hawaii shall be:

	Maximum wholesale price	Maximum retail price
1 case lot 54s or 56s	$6.41 per case	$1.03 per box of 54 or 56.
4 case lots 54s or 56s	6.21 per case	
20 case lots 54s or 56s	6.09 per case	
1 case lot 12s	9.33 per case	$0.25 per box of 12.
4 case lots 12s	9.04 per case	
20 case lots 12s	8.85 per case	

SEC. 37. *Table XXIV: Maximum prices for new radio receivers, phonographs, record changers and players*—(a) *Definitions.* When used in this Table XXIV the term:

(1) "Radio receiver" means any of the following, alone or in combination with a record playing device: home receiving sets, portable receiving sets, and automobile receiving sets.

(2) "Phonograph" means any device for the playing of records by the use of electrical amplification.

(3) "Record changers or players" means any device for the playing of records intended to be used in conjunction with a radio receiver or a phonograph.

(4) "Dealer" means any person engaged in the business of selling new radio receivers or phonographs or record changers or players to persons purchasing for use rather than resale.

(5) "Consumer" means a person who purchases for use rather than resale.

(6) "Model" means any radio receiver or phonograph or record player or changer sold as a distinct item.

(b) Maximum prices for sales of the following makes and models of new radio receivers, phonographs, record changers and players in the Island of Oahu only shall be:

Model	Ceiling
Philco:	
42-1015	$406.50
RP1	25.75
PT95	27.50
1008	$194.95
RP2	34.95
PT96	24.95
322T	39.50
327T	46.95
340T	49.50
350T	76.50
355T	85.00
380X	106.95
H361	82.50
801GS	104.50
41-300X	149.50
42-345T	57.95
42-724	61.50
41-256	64.50
A361	82.50
A801CS	95.00
HR75	79.50
AR-40	42.50
AR-10	29.95
42-395	129.95
42-730	91.95
42-760	126.75
Harris: 201	24.50
Gibb Portable: 7006	36.50
Admiral:	
422D5	24.00
4204-B6	33.95
4203-B6	38.50
4207-A10	189.95
4214-L5	78.50
4221-N6	98.50
79P6	43.95
78P6	41.95
77P5	36.50
4215-C7	124.95
105 Record Changer	38.95
4217-P6	47.95
4207 B12	226.00
4218 C7	158.95
16 B5	29.15
Emerson:	
426	32.95
301 Wal	20.95
301 Ivory	23.00
450	51.95
423	51.95
424	42.95
428	47.50
454	24.50
336	22.50
421	26.50
441	28.50
425	26.50
427	38.50
434	37.00
EF-353	69.95
Crosley:	
53TP	51.95
83CP	123.45
83CQ	202.50
03CP	194.50
63TA	58.50
62PA	44.95
52PB	41.95
03CR	256.95
Detrola:	
433	$110.50
3893	43.95
D419	85.50
448	79.95
EP2124	35.95
3782	38.95
Music Master:	
640	76.95
TK509	54.95
Knight:	
D165	54.95
LCU-154	102.95
D-125	74.50
D-162	44.95
D-367	46.95
Packard Bell:	
88 PA	81.95
51 B P R	207.50
67 B P R	175.50
88 PA Deluxe Bleach	131.00
5 EP	52.50
67 BA	130.50
Traveler:	
515	36.95
T3726	54.95
503	36.50
640	64.95
512	36.95
TK510	52.95
507	30.50
221	39.95
T530	33.95
Capehart:	
111 M2	741.95
112 M2	795.00
Panamuse Capehart:	
15M4	197.50
16M4	208.50
14M3	234.95
17M3	277.95
19M3	299.00
21M2	309.95
22M2	341.95
Zenith:	
7G-605ML	93.00
105-690	242.00
22#698	708.00
12#650	175.50
12#670	176.50
7S685	186.50
6G-601M	49.50
6G-601L	60.50
6S-646	82.50
7S-633	65.95
10S-669	136.50
5R-680	56.95
6R683	64.95
7S681	154.50
14H-697	475.00
4K600	28.50
5R641	35.95
5S619	49.50
5R1618	20.95
5S1680	87.50
6D614	31.95
6D619	47.50
6S624	67.50
6S1624	77.50
6S643	79.50
6G638	80.50
6S1682	222.95
7J645	112.95
7D624	65.50
7D643	74.95
8W645	119.50
8W662	143.00
6R684	76.95
General Electric:	
LB703	46.95
LB701	42.95
LB641	31.95
LB642	31.95
LB702	46.95
LB700	42.95
LB530	59.50
LB612	31.95
L500	15.95
LF115	181.50
LF116	202.75
General Electric—Continued.	
LFC118	$245.50
LFC1228	346.95
L678	47.95
LB603	31.95
LC619	159.95
LC638	47.95
LC658	79.95
LC758	202.75
X108	74.95
X156	59.50
LC648	127.95
L640	53.50
M40	445.00
M-30-C	274.50
M-30-M	245.50
RCA-Victor:	
O2 Phono	20.50
QU55	289.00
QU5	235.00
QU51	269.00
Q33	99.50
Q16	63.00
Q14	52.00
Q11A	45.00
QU8	1,485.00
QU56	95.00
QB1	70.00
QB5	35.00
QB6	59.00
Q15	55.00
25PB	38.50
26BB	51.00
V105	56.00
Duette	55.00
12X	21.00
16X2	27.50
28X5	63.00
V-225	485.00
Stewart Warner: 206GA	49.95
Majestic: 6P1	46.95
Swing Master:	
Radio Wired R/C	46.50
Electric Mhg. Auto R/C	73.50
Electric Blond Auto R/C	75.95
Music King: IRW	22.95
Pal Standard: Portable	29.50
Pal De Luxe	35.95
Isis: Wireless record player	31.00
Silvertone (Sears):	
7036A	33.50
7058	65.50
2411	29.95
7063A record player	44.50
5818 portable phone	32.50
Olympic: 550	65.95
501	60.50
P51	41.95
Magnavox:	
55G	395.00
42-G Console combination	399.00
General Television: M47	37.50
Firestone:	
7403-1	23.70
7397-1	22.40
7397-5	26.55
Lafayette:	
FE225	125.78
JA 308	39.25
JA 309	41.50
22843	97.82
B112	113.92
B275	145.00
FE253	127.21
B272	174.56
B214	296.42
M212B	222.95
M212F	210.66
B280	139.44
K21880	17.69
Templetone:	
G121	47.50
G93	158.50
Symphony:	
90 Portable Phonograph	32.95
Wurlitzer:	
750-E Juke Box	795.00
750 Juke Box	725.00
Wilcox Gay:	
A-114	277.95

[8 F.R. 6268, 12478, 12661; 9 F.R. 2440, 4225, 6830.]

[7 F.R. 3410, 5563, 7178, 8996, 8998; 8 F.R. 7108, 13247.]

Model	*Ceiling*
Motorola:	
51 x 19	$25.95
61T21	43.00
61 x 17	29.50
302	35.00
352	41.00
403	45.00
452	53.50
552	64.00
61T21	43.00
61L11	46.50
81F22	169.50
61F23	130.95
Chairside	109.95
46C1	51.50
49BU	61.70
39B	61.75
52S	51.00
Airline:	
14WG-499 Comb	79.50
Fada:	
Baby Grand Table	64.50
Federal:	
118 Recorder	165.00
Franklin:	
E43	316.50
E43A with cabinet	164.00
E43A without cabinet	146.50
E43X	233.00
V76	71.50
70	165.00
E4384	433.50
E43T	185.00
General Industries:	
201 Changer	32.50
SWP200 Changer	25.95
950 AWP Record Changer	36.50
201 ARP Record Changer	42.50
Hammerlund:	
HQ-120 XG Receiver	280.00
SP-220X Receiver	550.00
Howard:	
810	253.00
892	32.50
Imperial:	
4200-S Record Player	33.95
Karadio:	
1162	73.75
1179	88.00
Kenwood:	
Converted Table Model	53.95
Midwest:	
446B with Detrola Changer	345.00
New Process:	
1201 Record Changer	41.12
1301 Record Changer	31.12
Remler:	
442C	91.00
Setchell Carlson:	
421 RD	37.31
Sonora:	
LU170	24.50
LD161	35.50
MC190	35.80
MC176	32.30
Sparton:	
842SX	93.50
652SXD	44.95
581	28.95
Webster Record Changer:	
M61	99.50

[Above table amended by Am. 5, 8 F.R. 8064, effective 6-10-43; and Am. 27, 8 F.R. 16866, effective 11-24-43]

(c) Maximum prices for sales of new radio receivers, phonographs, record changers and players in the Territory of Hawaii, but not in the Island of Oahu, shall be the maximum prices set forth in subparagraph (2) of this section, plus ocean freight and war risk insurance premiums actually incurred in any shipment from the Island of Oahu to the place where sale or offer of sale is made.

(d) Maximum prices for sales of new radio receivers, phonographs, record changers and players not set forth in paragraph (b) of this section shall be a price approved by the Office of Price Administration, Iolani Palace, Honolulu, Hawaii, which approval shall be obtained before any such new radio receiver, phonograph, record changer and player is sold or offered for sale.

SEC. 38. *Table XXV: Maximum prices for honey.* (a) The maximum prices for sales of honey produced in the Territory of Hawaii shall be:

(1) *Packaged honey of U. S. #1 grade:*

	Wholesale (each)	Retail (each)
¼ pint size, glass jar (6 oz. net wt. or 4 fluid oz.)	$0.08	$0.10
½ pint size, glass jar (12 oz. net wt. or 8 fluid oz.)	.16	.20
¾ pint size, glass jar (16 oz. net wt. or 12 fluid oz.)	.21	.26
1 pint size, glass jar (24 oz. net wt. or 16 fluid oz.)	.30	.38
1 quart size, glass jar (48 oz. net wt. or 32 fluid oz.)	.51	.65
1 gallon size, glass jar (192 oz. net wt. or 12 lbs. or 128 fluid oz.)	1.80	2.30
No. 10 tins (9 pounds net wt.)	1.35	1.73
60 lb. tins "individuals" (5 gals. fluid content)	8.70	11.14

(i) The maximum prices for honey sold in containers of a size not listed above shall be determined as follows: The price per fluid ounce or other applicable unit of honey in the nearest larger size listed above shall be computed, and that price multiplied by the number of fluid ounces or other appropriate units of content or weight in the container to be priced, and the result will be the maximum price. Prices at retail thus computed shall be adjusted to the nearest cent. For example: the maximum price for a glass jar containing 6 fluid ounces of honey would be determined as follows: the nearest larger size listed is the ½ pint size containing 8 fluid ounces. In such case, the price per fluid ounce at wholesale is $.02 and at retail $.025. These figures multiplied by 6 result in a maximum price of $.12 at wholesale and $.15 at retail.

(2) *Comb honey of U. S. #1 grade.*

	Wholesale	*Retail*
4¼" Square Combs	$0.20	$0.27

SEC. 39. *Maximum prices for lauhala and lauhala products*—(a) *Lauhala purses.* (1) The maximum price for sales of shells of square, rectangular, half moon or oval, and round purses shall be:

Weave	Sizes									
	16" or 17"	14" or 15"	12" or 13"	10" or 11"	9"	8"	7"	6"	5"	4"
1/16" to 2¼" natural	$1.38	$1.24	$1.13	$0.99	$0.78	$0.64	$0.43	$0.30	$0.18	$0.12
¼" to ⅜" natural	1.65	1.53	1.41	1.29	1.06	.94	.62	.40	.27	.16
3/16" natural	1.86	1.73	1.60	1.48	1.26	1.13	.81	.59	.37	.21
1/16" to ⅛" natural	2.75	2.62	2.49	1.77	1.55	1.42	1.10	.88	.66	.42
¼" to 3" 2-tone	1.94	1.78	1.62	1.42	1.11	.92	.61	.43	.26	.16
1/16" to ⅜" 2-tone	2.35	2.19	2.02	1.84	1.52	1.34	.89	.57	.39	.22
3/16" 2-tone	2.65	2.47	2.29	2.12	1.80	1.62	1.16	.85	.53	.32
1/16" to ⅛" 2-tone	3.54	3.38	3.18	2.41	2.09	1.91	1.45	1.14	.82	.52
¼" to 3" bleached	2.14	1.96	1.78	1.56	1.22	1.01	.67	.47	.29	.19
1/16" to ⅜" bleached	2.59	2.41	2.22	2.02	1.67	1.47	.86	.63	.43	.33
3/16" bleached	3.00	2.72	2.52	2.33	1.98	1.78	1.28	.94	.58	.39
1/16" to ⅛" bleached	3.89	3.61	3.41	2.62	2.27	2.07	1.57	1.23	.87	.56
1/16" to 3" 2nd grade	.99	.89	.81	.71	.56	.46	.31	.22	.13	.08
1/16" to ⅜" 2nd grade	1.20	1.10	1.01	.92	.76	.67	.45	.29	.20	.11
1/16" to 3/16" 2nd grade	1.34	1.24	1.15	1.06	.90	.81	.68	.43	.23	.11
2¾" and wider, natural, 2-tone or bleached	1.92	1.64	1.42							

NOTE.—The maximum price for shells made of rectangular mats shall be the sum of the maximum prices for producers of the mats used (computed under paragraph (b) (1) of this section).

[Above table amended by Am. 41, 9 F.R. 2659, effective 1-17-44]

(2) *Maximum prices for sales of completed purses at wholesale.* (i) The maximum price for sales at wholesale of completed purses shall be the sum of maximum price of the shell, plus the "cost of completion" as determined below, multiplied by 1.2.

(ii) The "cost of completion" shall be the amount appearing in the following table which is appropriate to the size of the purse and the manner in which it has been completed or finished.

	Sizes									
	16" or 17"	14" or 15"	12" or 13"	10" or 11"	9"	8"	7"	6"	5"	4"
Tapa or lau. lining & zipper	$1.00	$1.00	$0.90	$0.80	$0.70	$0.60	$0.50	$0.50	$0.50	$0.50
Other linings & zipper	.90	.90	.80	.70	.60	.50	.40	.40	.40	.40
Zipper & no lining	.60	.60	.45	.40	.35	.35	.30	.30	.30	.30
Tapa or lau. lining—no zipper	.50	.50	.45	.40	.35	.25	.20	.20	.20	.20
Other linings—no zipper	.40	.40	.35	.30	.25	.15	.10	.10	.10	.10
Lauhala lining and zipper	1.25	1.25	1.15							

NOTE.—If a purse has a sterling silver zipper, the excess of cost of such zipper over an ordinary zipper may be added to the appropriate figure.

[Above table amended by Am. 41, 9 F.R. 2659, effective 1-17-44]

(3) *Maximum prices for sales of completed purses at retail.* The maximum price for sales at retail of completed purses shall be the maximum wholesale price multiplied by 1.5. If initials are woven into the purse at the request of the purchaser, the maximum price may be increased by ten cents for each initial thus woven into the purse.

(b) *Maximum prices for sales of lauhala table mats.*

MAXIMUM PRICES PER SQUARE INCH

	Single rectangular or square mats	Double rectangular or square mats	Oval and round mats
1/16" to 1" natural lauhala	$0.0025	$0.003	
1/16" to ¾" natural lauhala	.003	.0035	$0.004
3/16" natural lauhala	.0035	.004	.0045
1/16" to ⅛" natural lauhala	.004	.0045	.005
1/16" to 1" 2-tone lauhala	.003	.0035	
1/16" to ¾" 2-tone lauhala	.0035	.004	.0045
3/16" 2-tone lauhala	.004	.0045	.005
1/16" to ⅛" lauhala	.0045	.005	.0055
1/16" to 1" bleached lauhala	.0035	.004	
¼" to ¾" bleached lauhala	.004	.0045	.005
3/16" bleached lauhala	.0045	.005	.0055
1/16 to ⅛" bleached lauhala	.005	.0055	.006

(1) *Producer sales.* Maximum prices for sales by producers shall be determined by multiplying the prices per square inch of the appropriate weave listed above by the number of square inches in the mat to be sold. Oval and round mats shall be measured through the center to find the length and width measurements.

(2) *Wholesale sales.* The maximum price for sales at wholesale shall be the maximum producer's price multiplied by 1.2.

(3) *Retail sales.* The maximum price for sales at retail shall be the maximum wholesale price multiplied by 1.5.

(c) The maximum price for sales by producers and for sales at retail and at wholesale of lauhala coasters, cigarette cases, and slippers shall be:

	Coasters			Cigarette cases		
	Producer price	Wholesale price	Retail price	Producer price	Wholesale price	Retail price
¾" to ¾" natural lauhala	$0.14	$0.17	$0.26	$0.27	$0.33	$0.50
¾" natural lauhala	.16	.19	.29	.32	.38	.58
⅜" natural lauhala	.19	.23	.34	.38	.46	.68
1/16" to ¾" 2-tone lauhala	.17	.20	.30	.31	.37	.55
3/16" 2-tone lauhala	.19	.23	.34	.37	.44	.67
⅛" 2-tone lauhala	.22	.26	.40	.44	.53	.79
1/16" to ¾" bleached lauhala	.20	.24	.36	.33	.40	.60
3/16" bleached lauhala	.22	.26	.40	.40	.48	.72
⅛" bleached lauhala	.25	.30	.45	.48	.58	.85

	Producer price	Wholesale price	Retail price
Adult slippers—All weaves—Sizes 7" and up	$0.83	$1.00	$1.50
Children's slippers—All weaves—Sizes 6½" and smaller	.69	.83	1.25

(d) *Maximum prices for sales of lauhala shopping bags*—(1) *Producer sales.* The maximum prices for sales by producers of shopping bags shall be:

	12" length shopping bags	
	Without lids	With lids
⅛" to 2" natural lauhala	$1.25	$1.75
¼" to ⅜" natural lauhala	1.50	2.00
1/16" to 2" 2-tone lauhala	1.50	2.00
¼" to ⅜" 2-tone lauhala	1.75	2.25
1/16" to 2" bleached lauhala	1.75	2.25
¼" to ⅜" bleached lauhala	2.00	2.50

NOTE: The producer's maximum price for shopping bags of other lengths shall be determined as follows: for every additional inch in length in excess of 12 inches, the maximum price shall be increased by 10 cents for bags without lids and increased 15 cents for bags with lids; for every inch in length less than 12 inches the maximum price shall be decreased 10 cents per inch for shopping bags without lids and 15 cents for shopping bags with lids. For purposes of this paragraph, "length" of the bag is the sum in inches of the length and width of the base or bottom of the bag.

(2) *Wholesale sales.* The maximum price for sales at wholesale of shopping bags shall be the maximum producer price multiplied by 1.2.

(3) *Retail sales.* The maximum price for sales at retail of shopping bags shall be the maximum wholesale price multiplied by 1.5.

(e) *Maximum prices for sales of lauhala leaves.* (1) The maximum price for sales of lauhala leaves shall be as follows:

	Each
White, bleached wide long	5¢
White, bleached, wide, extra long	6¢
White, bleached wide short	4¢
Brown, bleached white wide long	4¢
Brown, bleached white wide short	3¢
Red, wide long	3¢
Red, wide short	2¢
Brown, wide long	2¢
Brown, wide short	1½¢
Molokai, natural, wide long, 1st grade	2½¢
Natural, wide long, 1st grade	1½¢
Natural, wide short, 1st grade	1¢
Natural, wide long, 2nd grade	1¢
Natural, wide short, 2nd grade	½¢
Green, wide, long, 1st grade	1½¢
Green, wide, short, 1st grade	1¢

"Long" means a leaf 30" or more in length. "Extra long" means a leaf 42" or more in length.

"Short" means a leaf less than 30" in length.

"2nd grade" means a leaf which is spotted and very brittle.

[Above table amended by Am. 41, 9 F.R. 2659, effective 1-17-44]

(f) Maximum prices for sales of lauhala, cocoanut fiber or hau bark hula skirts.

(1) The maximum price for sales of the hula skirts set forth below shall be:

	Size	Maximum producer price	Maximum wholesale price	Maximum retail price
Lauhala or cocoanut fiber hula skirts.	Large	$1.39	$1.67	$2.50
	Small	1.11	1.33	2.00
	Children's	.83	1.00	1.50
Natural hau bark, washed, first grade.	Large	1.67	2.00	3.00
	Small	1.39	1.67	2.50
	Children's	1.11	1.33	2.00
Dyed hau bark, first grade.	Large	1.85	2.22	3.33
	Small	1.60	1.91	2.87
	Children's	1.31	1.57	2.36

(2) The maximum price for second grade washed or dyed hau bark hula skirts shall be 20% less than the applicable price for first grade washed or dyed hau bark hula skirts, 35% less for third grade washed or dyed hau bark hula skirts, 50% less for fourth grade washed or dyed hau bark hula skirts, and 65% less for fifth grade washed hau bark hula skirts.

(g) *Definitions.* As used in this section 39 the term:

(1) "Two-tone weave" means a weave using substantially equal amounts of two or more different colors of lauhala, or a natural or two tone weave in which the word "Aloha," "Hawaii," or some other similar word is woven into the product by use of different colors of lauhala.

(2) "Bleached lauhala" article means any article that is woven with weaving strands three-fourths or more of which have been subjected to a bleaching process.

(3) "Tapa" means genuine tapa cloth and does not include other cloth printed or otherwise marked with a design normally used on tapa cloth.

(4) "First, second, third, fourth and fifth grades" of washed hau bark have the same meaning as is presently attributed to them by persons in the trade.

(5) "Size" means the length in inches of the base or bottom of the purse except in the case of round purses where "size" means the length in inches of the diameter of the purse.

(6) "Shell" means the completed lauhala portion of a lauhala purse from which the completed purse is made by adding thereto a lining or zipper, or both.

[Sec. 39 amended by Am. 18, 8 F.R. 14139, effective 9-29-43 and as otherwise noted]

SEC. 40. [Revoked]

[Sec. 40 added by Am. 1, 8 F.R. 6359, effective 5-19-43; and revoked by Am. 3, 8 F.R. 6849, effective 5-18-43]

SEC. 41. *Table XXVIII: Maximum prices at retail for certain grocery items*—(a) *Records and reports.* Notwithstanding the provisions of section 11 of this Maximum Price Regulation 373, every person making sales of the commodities subject to this section 41 shall on and after the date any such commodity becomes subject to this regulation:

(1) Keep for inspection by the Office of Price Administration for a period of not less than one year, complete and accurate records of each purchase made by the seller, the date thereof, the name and address of the person selling to the seller, the direct cost thereof, the price paid, the quantity purchased, and

(2) Keep a "price book" and enter therein, in the case of commodities for which the maximum prices are calculated by a division or multiplication factor (not the commodities for which dollar and cent prices are specified), the net cost, the number of retail units in the customary wholesale unit (e. g. 48 cans to a case); every step in the calculation, including the division or multiplication factor used, and the resulting maximum price per retail unit. In addition to the matters set forth above, multiple outlet retail stores shall enter the quantity purchased in the price book where the cell-

ing price is computed on a weighted average basis. Such price book shall be available for inspection by the Office of Price Administration, or any consumer.

(b) *Prices to be marked and posted.* On and after the date any commodity becomes subject to this section 41 every person offering to sell any such commodity shall:

(1) Mark the maximum price of such commodity in a manner plainly visible to, and understandable by, the purchasing public. The maximum price may be marked on the commodity itself or on the shelf, bin, rack, or other holder or container upon or in which the commodity is kept, or it may be posted at the place in the business establishment where the commodity is offered for sale: *Provided*, That whichever of the above methods of posting is adopted, the maximum price of each commodity offered for sale shall be plainly visible to the purchaser at the place in the business establishment where the commodity is offered for sale, and shall not be obscured by the posted prices of other commodities, whether by use of price books or catalogs or layers of price lists or otherwise or in any other manner. The maximum price shall be stated as follows: "Ceiling Price $------"; or "Our Ceiling $------".

(2) Post in a place and manner easily accessible to and understandable by the purchasing public the price posters issued by this office, which will contain the maximum prices fixed by this regulation, wherever the sales of 50% of a retail outlet or any department thereof are priced in accordance with this regulation.

(c) *Sales slips and receipts.* Every seller of the commodities subject to this section 41, who has customarily given purchasers sales slips or receipts, shall continue to do so. Upon request from a purchaser, every such seller, regardless of previous custom, shall give the purchaser a receipt showing the date, the name and address of the seller, the commodity sold and the price received for it.

(d) *Maximum prices.* The maximum prices for the grocery items covered by this section are set forth in Tables A, B, C, D, E and F following paragraph (f) of this section. These grocery items are divided into categories. In each category maximum dollar and cents prices may be specified for certain named items. The maximum prices for all other items in each category shall be computed by dividing or multiplying (as the case may be) net cost of the item by the division factor or the multiplication factor specified in the particular category. Where delivery of an item is received at a net cost different from that of an identical item already on hand, the retailer with multiple outlets may use as his net cost for the entire inventory a weighted average net cost of the inventory on hand. Stores which do not possess multiple outlets must price each delivery separately and market the various lots on a first in first out basis. Sellers in no event may resort to pricing by means of a multiplication or division factor where a dollar and cent price is specified: *Provided, however*, That a peddler purchasing from a second wholesaler in the Territory of Hawaii (who has determined his maximum price under the provisions of section 41a (c) (5) of this Maximum Price Regulation 373) shall determine his maximum retail prices for commodities thus purchased as follows: If a minimum price for the commodity purchased is listed in dollars and cents in this section, such price is the peddler's maximum price; if the maximum price for the commodity is to be determined by means of a division or multiplication factor, said factor shall be applied to the maximum price of the primary wholesaler (from whom the second wholesaler purchased) rather than to the actual price paid by the peddler to the second wholesaler. (Second wholesalers are required by the provisions of section 41a (c) (5) of this Maximum Price Regulation 373 to furnish the peddler with a statement of the maximum price of the primary wholesaler.)

(1) *Example of use of division factor.* Assume the net cost for a case of 24 cans of Brand X is $2.64 and the division factor is .78. Dividing $2.64 by .78 yields $3.385. Dividing this figure by 24 yields 14.1 cents per can. Adjusting this figure to the nearest cent, in accordance with MPR 373, section 7, results in a maximum price of 14 cents per can.

(2) *Example of use of multiplication factor.* Assume the net cost for a case of 24 cans of Brand Y is $3.78 and the multiplication factor is 1.2. Multiplying $3.78 by 1.2 yields $4.536. Dividing this figure by 24 yields 18.9 cents per can. Adjusting this figure to the nearest cent, in accordance with MPR 373, section 7, results in a maximum price of 19 cents per can.

(e) *"Net cost" and certain transportation allowances.*—(1) *Local purchases*—(i) *"Net cost".* In the event an item is purchased from a supplier on the same Island "net cost" means the amount paid by the retailer as shown on the invoice of his supplier, less all discounts except the discount for prompt payment. *Provided*, That, in no event may this "net cost" exceed the maximum wholesale price of the seller of the commodity according to the provisions of section 41a of this Maximum Price Regulation No. 373.

(ii) *Transportation allowances.* When a retailer located in Zones 2 and 3 of any Island, as defined by Tables B and C of this section 41 purchases any item from a wholesaler located on the same Island but outside of Zones 2 or 3, he may add the actual cost of transportation from the wholesale warehouse to his place of business incurred by him to his invoice cost to obtain his "net cost." This "net cost" may then be divided by the appropriate division factor.

(2) *Inter-island purchases*—(i) *"Net cost".* In the event an item is purchased by a retailer from a producer, retailer, or wholesaler located on another island in the Territory of Hawaii, "net cost" means the amount paid by the retailer as shown on the invoice of his supplier, less all discounts except the discount for prompt payment. *Provided*, That in no event may this "net cost" exceed the maximum wholesale price of the commodity in the island of origin according to the provisions of section 41a of this Maximum Price Regulation No. 373.

(ii) *Transportation allowances.* After computing his maximum price on the basis of "net cost" as defined above, the retailer importing from another island may increase his maximum price by adding thereto all actual costs necessary to place the article at the shipping terminal of the island of destination, and if the retailer is located in Zones 2 or 3 of the Islands of Maui and Hawaii he may add also the actual transportation cost from the terminal to his place of business; and if the retailer is located outside of Zones 2 or 3 of the Islands of Maui and Hawaii as above defined, he may add also a local trucking charge as actually incurred but in no event to exceed $1.20 per ton by weight or measurement at the option of the retailer. If the retailer is located on the Island of Lanai, no transportation allowance for freight or cartage may be included in "net cost", as defined above.

[Subparagraph (ii) amended by Am. 47, 9 F.R. 3947, effective 3–15–44]

(3) *Mainland purchases*—(i) *"Net cost".* In the event an item is imported by a retailer directly from the mainland, the "net cost" shall be the wholesale ceiling price in the island of destination computed according to the provisions of section 41a of this Maximum Price Regulation No. 373.

(ii) *Obligations of importing retailers.* Importing retailers shall be subject to all of the provisions of section 41a with respect to imports from the mainland. An importing retailer is a retailer who purchases grocery items directly from a supplier located outside of the Territory of Hawaii. If any such retailer elects not to take the mark-up, provided by said section 41a, he shall be exempt from the obligations imposed by said section 41a, and he shall determine his "costs", upon which the retail mark-up is taken, as the sum of the costs named as elements of "landed cost" in section 41a (c) (1) (i) through (vi) of this Maximum Price Regulation 373, with the exception of the trucking allowance therein provided. In lieu of such trucking allowance, he may, at his option, add instead, as one of his costs, his actual expense for such cartage from the dock to his place of business.

(f) *Definitions.* (1) "Baby foods" mean all foods prepared in hermetically sealed containers of glass, tin, or other material, expecially designed for the nourishment of infants and juniors, such as strained or diced vegetables, Pablum and Cerevim, but do not include (i) Dextrimaltose, (ii) S. M. A. products other than Pablum, (iii) Nestle's and Mellin's Baby Foods, (iv) Lactogen, (v) Beta-Lactose, (vi) Olac, (vii) Casec, and (viii) other proprietary baby foods customarily listed by drug wholesalers, and normally purchased for use under the direction of a physician. Sales of Pabena, Pablum and Cerevim when made in drug stores are exempted from this section.

(2) "Dried edible beans and peas" mean all bulk or packaged threshed and dried field or garden beans and peas, and lentils used for human consumption.

(3) "Beverage bases and concentrates" include Kool-Aid, Ovaltine, Hires Root Beer extracts, and similar products, but do not include coffee or any bottled ready to drink beverages, such as Ginger Ales, Colas, and Tom Collins mixes. Malted milk (both chocolate and plain) when sold in grocery stores, shall be considered a beverage concentrate. Malted milk tablets are not covered by this section.

[Subparagraph (3) amended by Am. 47, 9 F.R. 3947, effective 3–15–44]

(4) "Bakers supplies" mean all imported supplies sold for use in the preparation of bakery products, and shall include but are not limited to baking powder, coloring matter, mince meats, and yeast in shelf sizes. Excluded from this category are flour, sugar, and any other commodity included in any other category of this section or specifically covered by another regulation.

(5) "Breakfast cereals" mean bulk or packaged processed cereal grains used as breakfast foods, both uncooked and ready to eat types. Included in this classification are hominy grits, puffed rice and puffed wheat; excluded are buckwheat flour, corn meal, pancake flour, pearled barley, and rice.

(6) "Cocoa and chocolate in shelf sizes" include, but are not limited to, powdered, cake, cooking chocolate. Excluded is chocolate bar candy coated with chocolate.

(7) "Mustard, vinegar, soy, catsup and tomato sauces" refer to food garnishes commonly known by these names.

(8) "Condiments and sauces" mean food garnishes, including but not limited to chili sauce, chutney, meat sauces, tobasco sauce, worcestershire sauce, and cocktail sauce, and pimientos.

(9) "Charcoal" means any bagged charred wood, imported or locally produced.

(10) "Starches, edible", means any edible starches such as corn or potato starch.

[Subparagraph (10) amended by Am. 47, 9 F.R. 3947, effective 3–15–44]

(11) "Crackers" mean all cookies, crackers and biscuits imported from the mainland or locally produced.

(12) "Dessert powders" shall include all concentrates of fruits or vegetables used in the preparation of gelatinous desserts, and tapioca.

(13) "Dessert preparations" mean all canned and packaged preparations ready to serve for dessert.

(14) Bakers and family flour. (i) "Bakers flour" means flour in bulk and prepared bulk flour from wheat other than flour made from durum wheat for use by commercial, institutional, or governmental users.

(ii) "Family flour" means flour in bulk from wheat which is packed and sold for ultimate use in the home.

(15) "Prepared packaged flour" means flour and flour mixes made from buckwheat, corn, potatoes, rice, or wheat, including but not limited to Aunt Jemima, Bisquick, corn meal, Dromedary, Sperry, buckwheat flour, Swansdown, and other ready to use packaged flour. Excluded is cake flour.

(16) "Cake flour" means flour and flour mixes made from buckwheat, corn, potatoes, rice, or wheat used in the making of cake.

(17) "Canned fruits and berries" mean fruits and berries preserved by heat and hermetically sealed in containers of metal, glass, or any other material, and include, but are not limited to, the following: apples, apple sauce, apricots, cherries, figs, fruit cocktails, fruits for salads, peaches, pears, pineapples, plums, blackberries, blueberries, boysenberries, cranberries, gooseberries, huckleberries, loganberries, raspberries, strawberries, and youngberries.

(18) "Dried fruits" mean fruits or parts thereof from which the major portion of moisture has been removed by natural or artificial drying, and include but are not limited to apples, apricots, currants, dates, figs, grapes (raisins), nectarines, peaches, pears, and prunes.

(19) "Canned juices" mean berry juices, citrus fruit juices, fruit juices and nectar, and vegetable juices packed in containers of metal, glass, or any other material.

(20) "Mayonnaise and salad dressing" mean all prepared dressings for salads except cooking and salad oils, and sandwich spreads with a mayonnaise base, or cheese base.

(21) "Chicken and turkey" mean preparations of chicken and turkey in jars or tins with mixed noodles and/or other ingredients.

(22) "Meats" mean canned meats and meats in combination with other foods, in containers of tin or glass, such as luncheon meats, spreads, sausages and sausage meats, frankfurters, hamburger, loaf goods, brains, tongues, bacon, corned beef, dried beef, sliced dried beef, hash, potted and deviled meats, spaghetti and meat balls, spaghetti sauce with meat, noodles and meat, stew (if in chief part meat), chili con carne, poultry in cans or glass, tamales, tortillas, and similar items which are customarily considered shelf goods, and are not stored under refrigeration.

(23) "Evaporated milk" means evaporated milk in hermetically sealed containers of metal, glass, or any other material. Other milk products mean any food commodity which is processed or manufactured from cow's milk, such as Klim, Avoset, condensed milk. This category does not include butter, cheese, powdered skim milk and fresh milk.

[Subparagraph (23) amended by Am. 47, 9 F.R. 3947, effective 3–15–44]

(24) "Packaged nuts" means all nuts packed in glass, tin, or cartons, shelled or unshelled, roasted or unprocessed, and sold in self sizes, and include almonds, brazil nuts, macadamia nuts, salted nuts and peanuts, and all other nuts, whether locally grown or imported. Bulk nuts mean nuts which are not customarily sold by the retailer in the original package.

(25) "Olives" mean all kinds of olives, whether green, ripe, stuffed, oiled, brined, and include olives packed in vinegar and mustard.

(26) "Paper products" mean toilet tissue, paper towels, paper napkins and picnic supplies, and wax paper. Picnic supplies include paper eating implements, plates and cups.

(27) "Paste products" mean all canned, packaged, and bulk macaroni, shells, noodles, spaghettis, and vermicelli.

(28) "Pet foods" means all kinds of pet foods, packaged, bulk, canned or dry, and "pet supplies" includes, but is not limited to, such supplies as cuttle bone and gravel. Pet supplies sold in pet shops are not covered by this section.

[Subparagraph (28) amended by Am. 47, 9 F.R. 2947, effective 3–15–44]

(29) "Pickles" mean all kinds of pickles, whether green, ripe, stuffed, oiled, brined, and include pickles packed in vinegar and mustard.

(30) "Popcorn" means corn in tins or bags intended for the purpose of making popcorn.

(31) "Preserves, jams and jellies" mean all preserves, jams, jellies, and marmalade, except bakers' jams and jellies. Peanut butter shall include all spreads of ground peanuts, irrespective of the size of the granules or pieces of peanuts contained therein, including peanut butter chunk.

(32) "Rice" means all grades of white and brown milled rice sold in all types of containers.

(33) "Salt" includes all table and cooking salt.

(34) "Seafood" means all processed fish and sea food in hermetically sealed containers of metal, glass, or any other material, and includes, but is not limited to abalone, crab meat, lobster, salmon, sardines, shrimp, canned clam juice and broth. Excluded are fresh, dried, salted, smoked, and frozen fish and sea food.

(35 & 36) "Soap" means bar and packaged laundry and toilet soap in bars, cake, chips, powder, plain, granulated, or liquid form, but does not include medicated soaps, toilet soaps and soap products which, when priced under the margins established in this regulation, result in a maximum retail price in excess of 10 cents per unit, unless a dollar and cent price for such soap is specifically listed in this regulation.

(37) "Canned soups" mean any soups or broths in hermetically sealed containers of metal, glass, or any other material, and include condensed soups and broths and clam chowders.

(38) "Dehydrated soups" mean any commodity intended for the making of soup by the addition of liquid and shall include noodle soup mixes.

(39) "Spices and extracts" mean all kinds of spices and extracts, including but not limited to sodium glutumate, extracts in shelf sizes, grated cheese, cinnamon, pepper, vanilla, and bouillon cubes.

(40) "Cleansers and home laundry supplies" shall include Clorox, Old Dutch Cleanser, laundry starch, bluing, powder and cake cleaners other than soaps, and all other cleansers, and home laundry supplies. Excluded are poisonous home supplies, the merchandising of which requires a license, and brass, metal and silver polish, upholstery, floor, rug, wall and dry cleaners.

(41) "Sugar" means specialty sugars in packages or cartons imported from the mainland and also means direct-consumption sugar manufactured in the Territory of Hawaii.

(42) Syrup and honey. (i) "Syrups mean all edible molasses, sorghum, cane, maple and corn syrups and blends thereof;

(ll) "Honey" means imported extracted honey and includes combinations of extracted and comb honey.

(43) "Tea" means all kinds of tea, green and black, packaged and in bulk.

(44) "Canned vegetables" mean vegetables packed in containers of metal, glass, or any other material, and include but are not limited to beans, carrots, corn, okra, peas, pumpkins, puree of chopped vegetables, rhubarb, sauerkraut, spinach, tomatoes, stew, if in chief part vegetable, and vegetable paste.

(45) "Dehydrated vegetables" mean vegetables or vegetable mixtures which are prepared for consumption by the addition of liquid to restore the product to its original condition.

(46) "Specific wooden products" mean products of wood locally made or imported, and limited specifically to the following: brooms and their constituent parts, matches (including book matches), clothes pins, and toothpicks. Excluded are brooms manufactured by the Territorial Workshop for the Blind, all brushes, and all brooms other than house brooms with brush of straw.

TABLE A—MAXIMUM PRICES FOR THE ISLAND OF OAHU

(a) This Table A shall apply to the Island of Oahu only.

(b) The following maximum prices shall apply in the Island of Oahu.

Commodity and size:	Ceiling price per unit (cents)
(1) Baby food:	
Heinz Junior Foods, 6½ oz	12 (2 for 23)
Heinz Strained Foods:	
Apple Sauce, 4½ oz	10
All others, 4½ oz	10 (2 for 19)
Pablum, 18 oz	46
Pablum, 8 oz	23
Cerevim, 16 oz	42
Cerevim, 8 oz	23

For all other baby foods covered by this regulation the division factor is .80.

(2) *Dried beans & peas.*—For all dried beans and peas packaged and in bulk the division factor is .77.

	Cents
(3) *Beverage bases and concentrates.*	
Cocomalt, 1 lb. gl	60
Cocomalt, 1 lb. tin	50
Kool-Aid, assorted	5
Ovaltine, plain, 14 oz	82
Ovaltine, plain, 6 oz	43
Ovaltine, chocolate, 16 oz	82
Ovaltine, chocolate, 8 oz	43
Postum, Instant, 8 oz	54
Postum, Instant, 4 oz	31

For all other bases and concentrates, the division factor is .75.

[Subparagraph (3) amended by Am. 47, 9 F.R. 3947, effective 3–15–44]

	Cents
(4) *Bakers' supplies & baking soda.*	
Calumet Baking Powder, 1 lb	23
K. C. Baking Powder, 25 oz	25
K. C. Baking Powder, 10 oz	10
Royal Baking Powder, 12 oz	54
Royal Baking Powder, 6 oz	28
Arm & Hammer Baking Soda, 1 lb	12
Arm & Hammer Baking Soda, ½ lb	6

For all other bakers' supplies and baking soda the division factor is .80.

	Cents
(5) *Cereals.* (i) Prepared, ready to eat, breakfast cereals.	
All Bran, Kellogg, 15 oz	29
All Bran, Kellogg, 10 oz	17
Bran Flakes, Kellogg, 8 oz	14
Bran Flakes, Post, 8 oz	14

TABLE A—MAXIMUM PRICES FOR THE ISLAND OF OAHU—Continued

	Cents
(5) *Cereals*—Continued.	
Bran Shredds Whole, Post, 10 oz	18
Cheerioats, Gold Medal, 7 oz	17
Corn Flakes, Albers, 6 oz	9
Corn Flakes, Kellogg, 11 oz	16
Corn Flakes, Kellogg, 6 oz	10
Grapenuts, Post, 12 oz	18
Grapenut Flakes, Post, 12 oz	21
Grapenut Flakes, Post, 7 oz	14
Kix, Gold Medal, 7 oz	17
Krumbles, Kellogg, 9 oz	16
Pep, Kellogg, 10 oz	18
Pep, Kellogg, 8 oz	15
Puffed Rice, Quaker, 5 oz	18
Puffed Wheat, Quaker, 4 oz	16
Rice Krispies, Kellogg, 5½ oz	17
Shredded Wheat, NBC 12 oz	16
Tens, Assorted Post, 11 oz	33
Kellogg's Assorted V–12	34
Toasties, Post, 11 oz	16
Toasties, Post, 6 oz	10
Wheaties, Gold Medal, 8 oz	16

For prepared, ready to eat cereals the division factor is .82.

[Subparagraph (i) amended by Am. 47, 9 F.R. 3947, effective 3–15–44]

	Cents
(ii) Cooking cereals.	
Cream of Wheat, all types, 28 oz	31
Cream of Wheat, all types, 14 oz	18
Grapenut Wheat Meal, Post, 1 lb	17
Oats, Carnival, 3 lbs	47
Pearls of Wheat, 28 oz	24
Quick Wheat, Carnation, 2½ lbs	36
Quick Wheat, Carnation, 16 oz	17
Quick Oats & Regular, Albers Premium, 48 oz	47
Quick Oats & Regular, Albers, No Premium, 48 oz	38
Quick Oats & Regular, Albers, 20 oz	18
Quick Oats, H-O, 20 oz	18
China Oats, Mother's, All types, 48 oz	46
China Oats, Mother's, All types, 20 oz	19
Rolled Oats, Carnation, 48 oz	39
Rolled Oats, Quaker, All types, 3 lbs	38
Rolled Oats, Quaker, All types, 20 oz	18
Sperry Wheat Hearts, 28 oz	27
Sperry Wheat Hearts, 14 oz	16
Wheat Flakes, Carnation, Premium, 48 oz	44
Wheat Flakes, Carnation, No Premium, 48 oz	38
Wheat Flakes, Carnation, 16 oz	18

For all cooking cereals the division factor is .80.

[Subparagraph (ii) amended by Am. 58]

	Cents
(6) *Cocoa, chocolate.*	
Baker's Breakfast Cocoa, 1 lb	23
Baker's Breakfast Cocoa, ½ lb	13
Baker's Dot Sweetened Chocolate, ½ lb	27
Baker's Prem. Unswtd., ½ lb	21
Ghiradelli Ground Chocolate, 1 lb	34
Ghiradelli Ground Chocolate, ½ lb	20
Guittard Ground Chocolate, 2 lb	55
Guittard Ground Chocolate, 1 lb	30
Nestles Swt. Milk Cocoa, 1 lb	40
Nestles Swt. Milk Cocoa, 8 oz	22

For all other cocoa and chocolate the division factor is .80.

	Cents
(7) *Mustard, vinegar, soy, catsup, tomato sauce or paste and miso.*	
Catsup:	
Alameda, 14 oz	15
CHB, 14 oz	20
Del Monte, 14 oz	21
Heinz Ketchup, 14 oz	26
Kern's, 14 oz	17
Sacramento, 14 oz	22

TABLE A—MAXIMUM PRICES FOR THE ISLAND OF OAHU—Continued

	Cents
(7) *Mustard, vinegar, soy, catsup, tomato sauce or paste and miso*—Continued.	
Catsup—Continued.	
Sunblest, 14 oz	20
Sunblest, 12 oz	18
Sunstrand, 14 oz	18
Yolo Tomato, 14 oz	17
Yolo Tomato, 12 oz	15
Mustard:	
CHB, 8 oz	12
French's Prepared, 9 oz	14
French's Prepared, 6 oz	10
Gulden's, 8½ oz	15
Gulden's, 2 oz	5
Heinz, 6 oz	12
Libby Prepared, 9 oz	12
Libby Prepared, 6 oz	10
Schillings Sauce, 6 oz	12
Soya sauce:	
Blue Label, 1 gal	$1.51
Blue Label, 22 oz	.36
CHB, 1 gal	1.77
CHB, 32 oz	.51
Fuji, 1 gal	2.60
Fuji, ½ gal	1.35
Green Label, 1 gal	2.15
Green Label, 24 oz	.48
Jan-u-Wine 6 Star, 1 gal	2.26
Jan-u-Wine 6 Star, 22 oz	.52
Jan-u-Wine 2 Star, 1 gal	1.50
Jan-u-Wine 2 Star, 22 oz	.36
Kikkoman, 1 gal	5.14
King, 1 gal	1.86
King, 22 oz	.40
King, 11 oz	.28
Red Label, 1 gal	1.60
Red Label, 24 oz	.35
Ringer, 1 gal	1.75
Tomato sauce:	
All brands, other than tomato hot sauce; 8 oz	7
Vinegar:	
CHB, white or cider, qt	20
CHB, white or cider, pt	12
Heinz, white or cider, qt	26
Heinz, white or cider, pt	14
Heinz Tarragon, 1 pt	35
Heinz Malt, 1 pt	23
Lady's Choice, qt	22
Lady's Choice, pt	13
Mopico, qt	19
Mopico, pt	12
S and W cider, qt	22
Wellman, pt	13

For all other mustard, vinegar, soy, catsup, tomato sauce or paste and miso, the division factor is .80.

[Subparagraph (7) amended by Am. 47]

	Cents
(8) *Condiments & sauces.*	
A–1 Sauce, 11 oz	58
A–1 Sauce, 6 oz	36
B & M Corn Relish, 14 oz	23
Best Foods Horseradish Mustard, 9 oz	10
Bouquet, Kitchen, 4 oz	49
Del Monte Chili Sauce, 12½ oz	26
Exquisite Cranberry Sauce, 16 oz	24
Heinz Chili Sauce, 12½ oz	37
Heinz India Relish, 12 oz	28
Heinz India Relish, 8 oz	17
Heinz Beefsteak Sauce, 8 oz	30
Heinz Worcestershire Sauce, 12 oz	45
Heinz Worcestershire Sauce, 6 oz	30
Heinz Horseradish, 2½ oz	21
IXL Mushroom Sauce, 7¾ oz	16
Lea & Perrins Worcestershire Sauce, 10 oz	71
Lea & Perrins Worcestershire Sauce, 5 oz	40
Libby Chili Sauce, 12 oz	29
McIlhenny's Tobasco Sauce, 2 oz	42
Trappeys Tobasco Peppers, 3 oz	11

For all other condiments and sauces the division factor is .75.

TABLE A—MAXIMUM PRICES FOR THE ISLAND OF OAHU—Continued

(9) *Charcoal.* For all charcoal the division factor is $0.82.

	Ceiling price per unit Cents
(10) *Starch, edible.*	
Argo, 1 lb	11
Kingsford, 1 lb	12, 2/23
Staleys, 1 lb	10
Tiger, 1 lb	11

For all other edible starches, such as corn or potato, the division factor is .80.

[Above sentence amended by Am. 47]

	Cents
(11) *Crackers, biscuits & Cookies.*	
Mrs. Benzen's Danish Cookies, 14 oz	70
Home Run, Diamond & Love's Crackers	
Cream and Saloon Pilot, 2 lbs	41
Crackers, all types, 2 lbs	41
Crackers, all types, 1 lb	21
Crackers, all types, 8½ oz	11
Crackers, all types, 4½ oz	6
Graham Crackers, 3¼ lbs	75
Graham Crackers, 1 lb	23
Graham Crackers, 12 oz	20
Graham Crackers, 7½ oz	11
Jersey Cream, 2½ lbs	58
Jersey Cream, 1½ lbs	35
Jersey Cream, 1 lb	23

For all other crackers, biscuits and cookies the division factor is .78.

	Cents
(12) *Dessert powders.*	
Jello, all flavors, & Jello Puddings, 3 oz	8
Royal Puddings, Gelatins, 3¼ oz	8

For all other dessert powders the division factor is $0.80.

(13) *Dessert preparations.* For all other dessert preparations, specifically fruit cake packaged or tinned, and puddings, the division factor is .75.

[Subparagraph (13) amended by Am. 47]

(14) Flour, baker's and family:	
Flour, family, 4.9 or 5 lbs	31¢
Flour, family, 49 or 50 lbs	$2.70

For all other baker's and family flour the maximum price shall be determined by multiplying the invoice cost by 1.2.

[Subparagraph (14) amended by Ams. 47 and 58]

	Cents
(15) *Prepared package flour (not including cake flour).*	
Albers Flapjack, 20 oz	15
Aunt Jemima Pancake Flour, 20 oz	17
Sperry Pancake & Waffle Flour, 28 oz	21
Sperry Pancake & Waffle Flour, 14 oz	12
Bisquick, Gold Medal, 40 oz	39
Bisquick, Gold Medal, 20 oz	21
Fishers Biskit Mix, 40 oz	39
Albers White and Yellow Cornmeal Flour, 20 oz	13
Sperry's White and Yellow Cornmeal Flour, 16 oz	12

For all other prepared package flour (not including cake flour) the division factor is .80.

[Subpragraph (15) amended by Am. 58, 9 F.R. 5438, effective 4–13–44 on the Island of Oahu and 4–17–44 on all other Islands]

	Cents
(16) *Cake flour, prepared packaged.*	
Cinch White and Golden Cake Mix, 17 oz	34
Dromedary Mix Gingerbread, 12½ oz	25
Gold Medal Softasilk, 44 oz	35
Swans Down, 44 oz	40

For all other prepared packaged cake flours the division factor is .75.

TABLE A—MAXIMUM PRICES FOR THE ISLAND OF OAHU—Continued

(17a) *Quick frozen fruits and vegetables.* For quick frozen fruits and vegetables the division factor is .75.

	Ceiling price per unit Cents
(17b) *Canned fruits.*	
Apples:	
Comstock Sliced Pie, No. 2½ gl	28
Comstock pie tin, No. 2 can	19
Apple sauce:	
Bowman's, No. 2 can	15
Hood River, No. 2 can	14
Libby, No. 2 can	20
S & W, No. 2 can	23
V–B (Very Best), No. 2 can	18
Wegners, 303 gl	18
Apricots:	
Dodge, No. 2½ gl	39
S & W, No. 2½ gl	41
Top Flight Halves, No. 2½ gl	33
Cherries:	
Del Monte (Royal Anne), No. 2½ can	45
Del Monte (Royal Anne) Light Sweet, No. 303 Gl	30
Del Monte (Royal Anne) Dark Sweet, No. 303 Gl	31
Felice (Royal Anne), No. 2½ can	49
Figs:	
Palmdale, No. 2 can	39
Demand Kadota, No. 300 gl	24
Fruit cocktail:	
Del Monte, No. 1 can	24
Exquisite, 16 oz	22
Goblin, No. 1 can	22
Libby, No. 2½ can	37
Libby, No. 1 can	19
Rosedale Fruit Mix, No. 2½ gl	32
S & W, No. 2½ can	41
S & W, No. 1 can	23
Santa Cruz, No. 1 can	19
Stokely, 16 oz	22
T & M, No. 1 can	22
Fruit salad:	
Above Par, No. 2½ can	50
Del Monte, No. 1 can	24
S & W, No. 2½ can	52
Signet, No. 2½ gl	45
Signet, No. 1 gl	27
Grapefruit:	
Libby, 46 oz	53
Libby, 28 oz	20
Oranges:	
Mandarin, 11 oz	$0.13 2 for $0.25
Peaches:	
FSCC "C" (Various Brands), No. 2½ can	28
FSCC "D" (Various brands), No. 2½ can	25
Pears:	
Britewest Std. Bartlett, No. 2½ can	31
Del Monte, Bartlett, No. 2½ can	34
Del Monte, Bartlett, No. 2½ gl	38
Del Monte, Bartlett, No. 303 gl	25
Del Monte, Sliced, No. 2½ gl	36
Del Monte, Sliced, No. 303 gl	26
Flav-R-Pac Choice, No. 2½ Cont	35
Glorietta, Fancy, No. 2½ Cont	39
Libby, No. 2½ Cont	36
Libby, Bartlett, No. 2½ can	36
Libby, Bartlett, No. 2½ gl	39
Pacific Mist, No. 2½ Cont	34
Rosebowl, Bartlett, No. 2½ Cont	34
Rosebowl, Bartlett, No. 2 tin	25
Selkirk, choice, No. 2½ Cont	38
Southern Beauty, No. 2½ Cont	34
Pineapples:	
Dole, Libby, Del Monte, all types:	
No. 2½ can	25
No. 2 can	21
Vitagold, King of Hawaii, Hawaiian Cross, all types (except crushed No. 2 cans):	
No. 2½ can	24
No. 2 can	20

TABLE A—MAXIMUM PRICES FOR THE ISLAND OF OAHU—Continued

	Ceiling price per unit Cents
(17b) *Canned fruits.*—Continued.	
Pineapples—Continued.	
Vitagold, King of Hawaii, Hawaiian Cross, crushed, No. 2 can	18
Plantation, Hawaiian Star, Vitapine, Sure Hit, sliced:	
No. 2½ can	23
No. 2 can	19
Ukiele, Hillsdale, Flowerland, Vitafruit, Mountain Top, half sliced and broken sliced:	
No. 2½ can	22
No. 2 can	18
Plums:	
Del Monte Deluxe, No. 2½ gl	25
Del Monte Deluxe, No. 303 gl	18
Prunes:	
All Gold prepared, No. 2½ gl	30

For canned apples, applesauce, apricots, Royal Anne cherries, fruit cocktail, grapefruit, oranges, peaches, pears, pineapples, and combinations thereof other than when prepared for diabetics, the division factor is .82.

For all other canned fruits and berries, the division factor is .77.

	Cents
(18) Dried fruits:	
Prunes "30/40", 1 lb. Cont	22
Prunes "40/50", 1 lb. Cont	21
Prunes "50/60", 1 lb. Cont	19
Prunes "60/70", 1 lb. Cont	19
Prunes "70/80", 1 lb. Cont	19
Prunes "80/90", 1 lb. Cont	17
Prunes "90/100", 1 lb. Cont	16
Raisins, FSCC only, 15 oz. box	17

For all other dried fruits the division factor is .80.

[Subparagraphs (17b) and (18) amended by Am. 47; and Am. 58, 9 F.R. 5438, effective 4–13–44 on the Island of Oahu and 4–17–44 on all other Islands.]

	Cents
(19) *Canned juices.*	
Apple cider:	
Martinelli, 1 gal	$1.10
Martinelli, 1 qt	.29
Trexler's, 1 gal	1.60
Apple juice:	
D. Mann, 6 oz	.10
Hood River, 32 oz	.28
Hood River, 16 oz	.17
Martinelli, 32 oz	.28
Martinelli, 12 oz	.12
Miller, 1 gal	1.54
Miller, 6 oz	.13
Signet, 32 oz	.35
S & W, 12 oz	.20
Apricot nectar:	
Apricade, S & W, 12 oz	13
Heart's Delight, 12 oz	12
Highway, 12 oz	10
Table Aid, 12 oz	14
Grape juice:	
Briardale, 1 qt	44
Keystone, 1 qt	55
Keystone, 1 pt	29
S & W, 1 qt	48
S & W, 1 pt	26
Welch, 1 qt	58
Welch, 1 pt	31
Welch, 4 oz	9
Grapefruit juice:	
Big "R" Nat'l, No. 2 can	20
Donald Duck Unswt., 46 oz	42
Donald Duck Unswt., No. 2 can	16
Florida Gold Unswt., 46 oz	42
Florida Gold Unswt., No. 2 can	18
Libby Natural, 46 oz	35
S & W, All kinds, No. 2 can	21
Shaver, 46 oz	42
Shaver, No. 2 can	20
Silver Nip Unswt., 46 oz	43
Silver Nip Unswt., No. 2 can	18
Treesweet Unswt., 46 oz	39
Valley Gold Unswt., 46 oz	40
Valley Gold Unswt., No. 2 can	17

TABLE A—MAXIMUM PRICES FOR THE ISLAND OF OAHU—Continued

	Ceiling price per unit
(19) *Canned juices*—Continued.	
Orange juice:	Cents
Absopure, 47 oz	65
Absopure, 12 oz	21
Citra Gold, 18 oz	24
Citra Gold, 12 oz	17
Libby's, 47 oz	60
Libby's, 18 oz	24
Libby's, 12 oz	16
Old South, 18 oz	26
Sunshine, 18 oz	24
Sunshine, 12 oz	20
Papaia:	
Haley's Papaia Nectar, No. 2 can	17
Peach nectar:	
Chevy Chase, 12 oz	13
S & W, 12 oz	13
Pineapple juices:	
Dole, Libby's, Del Monte, All brands, 46 oz	33
Dole, Libby's, Del Monte, All brands, 18 oz	14
Prune juice:	
Heart's Delight, 1 qt	28
Libby, 12 oz	11
Tomato juice FSCC only:	
All brands, No. 2 can	13
All brands, No. 2½ can	18
All brands, 13½ oz	10
All brands, 47 oz	31
All brands, 8 oz	07
Vegetable juices:	
Big 9 Vegetable Juice, 46 oz	52
Big 9 Vegetable Juice 12½ oz	15

For all other canned juices the division factor is .80.

[Subparagraph (19) amended by Ams. 47 and 58]

(20) *Mayonnaise, salad dressings and sandwich spreads.*

	Cents
Mayonnaise:	
Best Foods, 1 qt	60
Best Foods, 1 pt	35
Best Foods, 8 oz	20
Durkee, 1 qt	62
Durkee, 1 pt	36
Durkee, 8 oz	21
Kraft, 16 oz	38
Kraft, 1 qt	66
Kraft, 8 oz	22
Salad dressings:	
Best Foods French Dressing, 16 oz	33
Best Foods French Dressing, 8 oz	18
Dinner Bell, 32 oz	39
Dinner Bell, 16 oz	27
Durkee French Dressing, 16 oz	31
Durkee French Dressing, 8 oz	18
Kraft French Dressing, 8 oz	19
Kraft Miracle Whip Salad Dressing, 32 oz	52
Kraft Miracle Whip Salad Dressing, 16 oz	33
Kraft Miracle Whip Salad Dressing, 8 oz	19
Sandwich spreads:	
Best Foods Relish Spread, 16 oz	35
Best Foods Relish Spread, 8 oz	20
Durkee Sandwich Spread, 32 oz	52
Durkee Sandwich Spread, 16 oz	32
Kraft cream spread: (*cents*)	
Old English and Roka, 5 oz	24
Pimento, Olive Pimento & Relish Spread, 5 oz	21
Kraft Miracle Whip Sandwich Spr., 16 oz	33
Kraft Miracle Whip Sandwich Spr., 8 oz	19
Pabstette Blue Label Cream Sprs., 5 oz. gl	19
Pabstette Cream Spreads, 6½ oz pkg	22

For all other mayonnaise, salad dressings and sandwich spreads, the division factor is .80.

TABLE A—MAXIMUM PRICES FOR THE ISLAND OF OAHU—Continued

	Ceiling price per unit
(21) *Chicken and turkey.*	
Diplomat boned Chicken, 10½ oz	$1.43
Diplomat boned Chicken, 5½ oz	.78
Lynden Egg Noodles and Chicken, 16 oz	.36
Lynden Egg Noodles and Turkey, 16 oz	.36
Lynden Twistee Noodle Dinner, 16 oz	.17
Lynden Ravioli Italian Style, 16 oz	.23
Lynden Boned Chicken, 3½ oz	.53
Lynden Sliced Chicken, 5½ oz	.81
Lynden Minced Chicken, 4 oz	44
Lynden Diced Chicken, 4 oz	.50
Lynden Boned Turkey, 8 oz	1.00
Lynden Chicken a la King, 16 oz	48
Lynden Roast Chicken, 16 oz	1.34
Lynden Roast Chicken, 8 oz	.73
R & R Boned Chicken, 5½ oz	.93
R & R Boned Chicken, 3½ oz	.61

For all other chicken and turkey the division factor is .77.

(22a) *Meats—Deviled ham, dried beef, lamb, sheep and ox tongue, pork sausage and canned hamburger and onions, pigs feet, chili con carne, tamales, ravioli, enchilada and tortillas.*

	Cents
Chile con Carne, IXL 12¼ oz. tin	50
Deviled Ham, Cudahy Puritan, 2¾ oz	18
Deviled Ham, Libby, No. ¼ tin	19
Deviled Ham, Swifts, No. ¼ tin	19
Deviled Ham, Underwood, 5 oz	32
Deviled Ham, Underwood, 3 oz. tin	22
Deviled Ham, Underwood, 3 oz. glass	24
Dried Beef, Armour's Star, 7 oz	50
Dried Beef, Armour's Star, 3½ oz	27
Dried Beef, Armour's Star, 2½ oz	21
Hamburger Steak & Onions, Libby, 5 oz	16
Lunch Tongue, Libby, No. ¼ tin	13
Lunch Tongue, Cudahy Rex, 12 oz	53
Lunch Tongue, Cudahy, 6 oz	29
Pigs Feet, Armour's Star, 14 oz	31
Pigs Feet, Morrell Semi-boneless, 28 oz. gl	43
Pigs Feet, Morrell Semi-boneless, 14 oz. gl	26
Pigs Feet, Morrell Semi-boneless, 9 oz. gl	20
Pork Sausage, FSCC, all branch, 24 oz	69
Sheep Tongue "V. B." No. 1 tin	39
Sheep Tongue "V. B." No. ½ tin	21
Sheep Tongue, Star, No. 1 tin	39
Sheep Tongue, Star, No. ½ tin	21
Sliced Beef, Libby, 2 oz	20
Spiced Ham, Cudahy Puritan, 12 oz	51
Tamale, Armour's Star, 16 oz	29
Tamale, Armour's Star, 10½ oz	22
Tortillas, Ashley, 11 oz	36

For all other deviled ham, dried beef, lamb, sheep and ox tongue, sausage and canned hamburger and onions, pigs feet, chili con carne, tamale, ravioli, enchilada, and tortillas the division factor is .80.

[Subparagraph (22a) amended by Am. 47]

(22b) *Meats, other.*	
Corned Beef, all brands, 6 lb	$2.42
Corned Beef, all brands, 12 oz	.35
Corned Beef Hash, all brands, 5½ lbs	1.92
Corned Beef Hash, all brands, 24 oz	.46
Deviled or Potted Meats, all brands, No. ½ tin	.12
Deviled or Potted Meats, all brands, No. ¼ tin (2 for .15)	.08
Pork Brains, Swifts, 12 oz	.22

TABLE A—MAXIMUM PRICES FOR THE ISLAND OF OAHU—Continued

	Ceiling price per unit
(22b) *Meats, other*—Continued.	
Pork Luncheon Meat, Spam, 12 oz	$0.45
Pork Luncheon Meat, Prem, Neet, FSCC, all other, 12 oz	.43
Pork Tongue, 6 lb	3.26
Sausage Meat, Armour's Banner, No. 1 tin	.21
Veal Loaf, Libby, 7 oz	.22
Veal Loaf, Cudahy, 7 oz	.27
Vienna Sausage, Armour's Star and Libby's, No. ½ tin	.15
Lunch Tongue, Armour's Star, No. 1 tin	.49
Lunch Tongue, Armour's Star, No. ½ tin	.26
Lunch Tongue, Banner Brand, No. ½ tin	.20

For all other meats the maximum price shall be determined by multiplying invoice cost by 1.2.

(23) *Milk Products.*	
Avoset Whipping Cream, ½ pt	$0.37
Avoset Light Cream, ½ pt	.28
Eagle Condensed Milk, 14 oz. can	.24
Evaporated Milk, all brands, 14½ oz. can (2 for 25)	.13
Klim Powdered Milk, 5 lb. can	3.25
Klim Powdered Milk, 1 lb. can	.77

For all other milk products (not including butter, cheese, powdered, skimmed milk and fresh milk) the division factor is .80.

[Subparagraph (23) amended by Am. 58]

	Cents
(24) *Nuts.*	
Planters' Peanuts, 5 oz	17

For all other packaged unsalted nuts and salted peanuts the division factor is .80.

For all unsalted nuts in bulk the division factor is .77.

For all salted nuts (not including salted peanuts) the division factor is .70.

	Cents
(25) *Olives.*	
Libby Mammoth Ripe, No. 1 tin	31
Lindsay Mammoth Ripe, No. 1 tin	27
Sunland Jumbo Ripe, Pt. tin	32

For all olives the division factor is .75.

(26) *Paper products.*	
Scott Tissue, Roll (2 for 25)	13
Waldorf Toilet Tissue, Roll (2 for 17)	9

For other paper products the division factor is as specified: toilet tissue .82; paper towels .80; paper napkins and picnic supplies .77 and wax paper .80.

	Cents
(27) *Paste products*	
Eagle Brand:	
Plain Noodle (Udon), 15 oz	15
China Salmin Noodle, 14 oz	15
Fancy Noodles (Somen), 14 oz	15
Round Noodle (Maruba), 10 oz	13
Round Fancy Maruba Noodles, 8 oz	15
Salmin & Chow Fun, 10 oz	18
Salmin & Chow Fun, 8 oz	15
Macaroni, spaghetti, Ditalini and Shells, 8 oz	10
Fontana Paste Products, 8 oz	10
Canton Poppy Noodles, 14 oz	15
Gold Medal elbow, cut and salad macaroni, 1 lb (2 for 35)	18
Gold Medal Macaroni and spaghetti, 1 lb (2 for 35)	18
Gold Medal Shells, 1 lb	18
Gold Medal Egg Noodles, 1 lb (2 for 59)	30
Gold Medal Egg Noodles, 8 oz (2 for 31)	16
Royal Spaghetti & Macaroni, 8 oz	9
Van Camp's Tenderoni, 6 oz	11

TABLE A—MAXIMUM PRICES FOR THE ISLAND OF OAHU—Continued

	Ceiling price per unit
(27) *Paste products*—Continued.	Cents
Paste products, all brands, in bulk:	
Semolina macaroni, spaghetti and all semolina paste products all brands in bulk, lb	15
Flour macaroni, spaghetti and all flour paste products all brands in bulk, lb	13

For all other paste products the division factor is .80.

	Cents
(28) *Pet food and supplies*	
Dog food:	
Friskies, Albers, 2 lb	28
Friskies, Albers, 12 oz	11
Husky Concentrated, 8 oz	9
Old English Dogfood, 10 oz	11
Red Heart Dehydrated Dogfood, 12 oz	16
Strong Heart Concentrated, 8 oz	9
Bird seed:	
French's, 10 oz	13
Robinson Blue Bird, 12 oz	13
S & W, 12 oz	28
Spratt's 1 lb	18

For all other pet foods and other pet supplies, the division factor is .80.

[Subparagraphs (27) and (28) amended by Ams. 47 and 58]

	Cents
(29) *Pickles.*	
CHB Dill Pickles "14-18":	
1 gal	$1.05
Per pickle	.08
CHB Dill Pickles "20-24":	
1 gal	1.17
Per pickle	.06
CHB Sweet Whole, 24 oz	52
CHB Sweet Mixed, 24 oz	52
CHB Sour Mixed, 21 oz	37
CHB Sweet Whole, 21 oz	45
CHB Sweet Mixed, 21 oz	45
CHB Sweet Dills, 21 oz	38
CHB Chow Chow, 21 oz	37
CHB Whole Dills & Kosher Dills, 21 oz	31
CHB Chili Peppers, 21 oz	31
CHB Sweet Whole, 12 oz	31
CHB Sweet Mixed, 12 oz	31
CHB Chow Chow, 12 oz	31
CHB Chili Pepper, 12 oz	27
CHB Pepper Mixed, 12 oz	25
CHB, All types, 6 oz	17
Del Monte Chili Pepper, 21 oz	34
Del Monte Sweet Mix, 21 oz	47
Del Monte Sour Mix, 21 oz	42
Del Monte Chow Chow, 21 oz	41
Del Monte Dill Pickles, 12 oz	22
Del Monte Sour & Sour Mixed, 12 oz	23
Del Monte Sweet & Sweet Mixed, 12 oz	30
Del Monte Chow Chow, 12 oz	30
Del Monte, All types, 6 oz	17
Heinz Sweet Gherkins, Jumbo	52
Heinz Sweet Mixed or Mustard, Jumbo	50
Heinz Sweet Gherkins & Mixed, Modern	30
Heinz Sweet Gherkins & Mixed, Picnic	19
Heinz Chow Chow, Jumbo	51
Heinz Chow Chow, Modern	30
Heinz Cucumber, Jumbo	30
Heinz Cucumber, Octagon Jr	19
Libby Sweet & Sweet Mixed, 21 oz	46
Libby Dill Pickles, Picnic	17
Libby Sweet & Sweet Mixed, Picnic	17
Libby Homemade, Family	32
Trappeys Green Pickled Chili Peppers, 32 oz. jar	32
Yolo Dill Pickles "15-25":	
1 gal	99
Per pickle	07

For all other pickles the division factor is .78.

[Subparagraph (29) amended by Am. 58]

TABLE A—MAXIMUM PRICES FOR THE ISLAND OF OAHU—Continued

(30) *Popcorn.*

For all popcorn the division factor is .77.

	Ceiling price per unit
(31) *Preserves, jams, jellies & peanut butter*	Cents
Apple Butter, Heinz, 17½ oz	27
Apple Butter, Libby, 33 oz	34
Berryland Ass't. Preserves, 32 oz	56
CHB Strawberry Preserves, 16 oz	30
Crystal Apricot Preserves, 32 oz	38
Crystal Fig Preserves, 32 oz	38
Crystal Logan berry Preserves, 32 oz	43
Crystal Peach Preserves, 32 oz	38
Crystal Plum Preserves, 32 oz	38
Crystal Youngberry Preserves, 32 oz	43
Del Monte Deluxe Apricot Jam, 2 lb. gl	51
Del Monte Deluxe Apricot Jam, 1 lb	30
Del Monte Deluxe Peach Jam, 2 lbs	50
Del Monte Deluxe Peach Jam, 1 lb	28
Del Monte Deluxe Plum Jam, Buffet	13
Del Monte Deluxe Raspberry Jam, Buffet	18
Del Monte Deluxe Strawberry Jam, Buffet	18
Gold Coast Black Raspberry Jam, 32 oz	58
Gold Coast Boysenberry Jam, 32 oz	55
Gold Coast Blackberry Jam, 32 oz	55
Gold Coast Loganberry Jam, 32 oz	56
Gold Coast Red Raspberry Jam, 32 oz	62
Gold Coast Youngberry Jam, 32 oz	55
Gold Coast Strawberry Jam, 32 oz	58
Gold Coast Quince Jelly, 16 oz	30
Gold Coast Crab Apple, 16 oz	30
Haiku Guava Jelly, 20 oz	38
Haiku Guava Jelly, 8 oz	14
Kern's Pine Apricot Jam, 2 lbs	50
Kern's Peach Jam, 2 lbs	45
Kern's Apricot, 2 lbs	45
King Kelly Orange Marmalade, 16 oz	21
Mary Ellen Plum Jam, 32 oz	47
Mary Ellen Orange Marmalade, 2 lbs	42
Mary Ellen Orange Marmalade, 1 lb	26
Sierra Club Plum and Apple Jam, 32 oz	34
Starr Strawberry Jam, 32 oz	62
Starr Strawberry Jam, 16 oz	33
Sunstrand Strawberry Pres., Buffet	18
Wellman Orange Marmalade, 32 oz	46
Wellman Orange Marmalade, 16 oz	25
Peanut butter:	
Armour's, 2 lbs	75
Bishop's, 1½ lbs	63
Bishop's, 1 lb	52
CPC Peanut Butter, 2 lbs	79
CPC Peanut Butter, 1 lb	44
Phillip's, 1 lb	35
Phillip's, 6 oz	18
Skippy Chunk Peanut Butter, 1 lb	46
Skippy Creamy Peanut Butter, 1½ -lb. glass	67
Skippy Creamy Peanut Butter, 1 lb	46

For all other preserves, jams, jellies and peanut butters, the division factor is .78.

TABLE A—MAXIMUM PRICES FOR THE ISLAND OF OAHU—Continued

32 Rice	U. S. No. 1	U. S. No. 2	U. S. No. 3 and brown	U. S. No. 4	U. S. No. 5
100 lbs	$8.62	$8.47	$8.37	$8.27	$8.30
50 lbs	4.39	4.29	4.24	4.19	4.25
25 lbs	2.21	2.17	2.15	2.12	2.15
10 lbs	.89	.88	.87	.86	.88
1 lb	.09	.09	.09	.09	.09

For all other rice the maximum price shall be determined by multiplying the invoice cost by 1.2.

[Subparagraph (32) amended by Ams. 47 and 58]

	Ceiling price per unit
(33) *Salt.*	Cents
Aloha, 2 lb. pkg	8
Arden Shaker, 2 lb. pkg	9
Arden Shaker, 1½ lb. pkg	5
Leslie, 2 lb. pkg	9
Leslie, 1½ lb. pkg	5
Leslie, 2 lb. bag	7
Leslie, 1½ lb. bag	6
Morton, 26 oz. pkg	9
Morton, 2 lb. bag	7
Morton, 1½ lb. bag	6

For all other salt the division factor is .80.

(34) *Seafood.*

	Cents
(i) *Salmon, sardines, tuna, pilchards, herring (other than pickled herring) and mackerel*	
Herring (FSCC) Various Brands, No. 1 oval	15
Mackerel, La Sirena Horse, 15 oz	20
Pilchards, Various Brands, Nat., 16 oz. tall	12
Pilchards, Various Brands, Tomato, 15 oz. oval	15
Pilchards, Various Brands, Tomato, 1 tall (2 for 25)	13
Pink "No. 3" Salmon, 1 tall	26
Salmon, Red, Grade 1, tall	45
Salmon, FSCC Chinook, 7¾ oz	33
Tomato Maine Sardines, Various Brands, 3¼ oz	7
Tuna, Best Buy, Grated, 6 oz	37
Tuna, Sun Harbor, Light Meat, 6½ oz	42
Tuna, Sun Harbor, Grated, 6½ oz	36
Tuna, Warranty, Fancy, No. ½ size	51
Tuna, Warranty, Grated, No. ½ size	48

For all other salmon, sardines, tuna, pilchards, herring (other than pickled herring), mackerel and seafoods not elsewhere specified the maximum price shall be determined by multiplying invoice cost by 1.2.

	Ceiling price per unit
(ii) *Oysters, barracuda, codfish, codfish cakes, fish flakes, squid and dried or shredded seafood*	Cents
Barracuda, Sea View, 6 oz	33
Coddies, Davies Bros., 10 oz	22
Codfish Cakes, Dory Mate, 10 oz	20
Fish Flakes, Davis, 7 oz	23
Clipper Oysters, 7½ oz	46
High Sea Oysters, 7½ oz	46
American Beauty Oysters, 7½ oz	43
Biloxi Oysters, 7½ oz	50
Empire Oysters, 7½ oz	49
Sea Coast Oysters, 7½ oz	50
Treasure Bay Oysters, 7½ oz	50
Tropical Oysters, 7½ oz	45
Best Buy Squid, No. 1 Tall	42
Cordova in ink Squid, No. 1 Tall	18
Cresta Blanca Squid, No. 1 Tall	18
Natural Squid, No. 1 Tall	19
Ocean Fresh in ink Squid, No. 1 Tall	16
Portola Squid, No. 1 Tall	16
St. Francis California Squid, 15 oz	17

For all other oysters, barracuda, codfish, codfish cakes, fish flakes, squid and dried or shredded seafood, the division factor is .80.

[Subparagraph (ii) amended by Am. 47]

TABLE A—MAXIMUM PRICES FOR THE ISLAND OF OAHU—Continued

(111) *Lobster, crab, shrimp, clam, shadroe, abalone, anchovies, caviar and pickled herring*

	Ceiling price per unit (cents)
(34) *Seafood*—Continued.	
Lobster Bolero Cuban Rock, 5½ oz.	60
Clams, Pioneer Whole, No. 1 tin	36
Clams, Pioneer, Minced, No. ½ tin	31
Crabmeat, Tokeland Dungeness, 3¼ oz.	34
Crabmeat, Tokeland Fancy, 6½ oz.	54
Crabmeat, Newport, No. ½ tin	61

For all other lobster, crab, shrimp, clam, shadroe, abalone and anchovies, caviar and pickled herring the division factor is .75.

	Cents
(35) *Soap, bar, package and laundry.*	
Blue Mottled Soap (L. A. Soap Co.), Cake-60s	7
Blue Mottled Soap (L. A. Soap Co.), Cake-100s	6
Borene, Granulated, Giant Pkg.	91
Borene, Granulated, Thrift	46
Borene, Granulated, Lge. Pkg.	32
Calla Lilly Granulated, Lge. Pkg.	29
Crystal White, Reg. Size	5
Fels Naphtha, Bar	6
Ivory Soap Flakes, Large	30
Ivory Soap Flakes, Small	12
Ivory Snow, Large	30
Ivory Snow, Small	12
Lava, Lge. Bar	12
Lava, Sml. Bar	8
Lux Flakes, Lge. Pkg.	29
Lux Flakes, Small	12
Nu Bora Granulated, Gt. Pkg.	66
Nu Bora Granulated, Lge. Pkg.	25
OK Blue Soap, Cake	8
(2 for 15)	
OK Brown Soap, Cake	7
Oxydol, Gt. Pkg.	85
Oxydol, Large	30
Oxydol, Small	12
Peets Granulated, Gt. Pkg.	66
Peets Granulated, 35 oz.	33
Peets Granulated, 24 oz.	25
Peets Mechanics' Soap, Cake	8
P & G Laundry Soap, Cake	6
(3 for 16)	
Rinso, Gt. Pkg.	82
Rinso, Large	29
Rinso, Small	12
Strykers Kitchen Soap, Regular	6, 2 for 11
Supersuds, Gt. Pkg.	81
Supersuds, Lge. Pkg.	28
White King Granulated, Jumbo 66 oz.	88
White King (W. K.) Gran., Giant	65
White King (W. K.) Gran., Fam. 29 oz	39
White King (W. K.) Gran., Lge. 23 oz	31
White King (W. K.) Gran., Small 8 oz	14
White King (W. K.) Laundry Soap, Cake	6
(3 for 16)	

For all other soap, bar, package and laundry, the division factor is .82.

[Subparagraph (35) amended by Am. 58]

	Cents
(36) *Soap, toilet.*	
Camay, Regular	9
Cashmere Bouquet, Regular	10
Cashmere Bouquet, Small	6
(2 for 11)	
Ivory, Lge. Cake	13
Ivory, Med. Cake	8
(3 for 23)	
Ivory, Guest Cake	6
Lifebuoy, Regular Cake	9
(2 for 17)	
Lifebuoy, Guest or Sml.	5
Lux, Cake	9
(3 for 25)	

TABLE A—MAXIMUM PRICES FOR THE ISLAND OF OAHU—Continued

	Ceiling price per unit (cents)
(36) *Soap, toilet*—Continued.	
Palmolive, Lge. or bath	12
(3 for 35)	
Palmolive, Reg. Cake	9
(3 for 25)	
Swan Soap, Lge. Cake	13
Swan Soap, Reg. Cake	8
(3 for 23)	

For all other toilet soap the division factor is .80.

	Cents
(37) *Soups, canned.*	
Heinz Condensed Soups:	
Chicken Noodle, No. 1 can	19
(2 for 37)	
Tomato, No. 1 can	14
(2 for 27)	
Vegetable, No. 1 can	16
Vegetable—Beef, No. 1 can	19
(2 for 37)	
Lynden's Chicken Noodle Soup, No. 1 can	12
Rancho Vegetable Soup, 10½ oz.	9
Royal Chef Clam Chowder, No. 1 can	25
R & R Chicken Broth, 12½ oz.	24
Van Camp's Soups:	
Vegetable, No. 300 tall	15
Tomato, No. 300 tall	13
Asparagus, No. 1 can	19

	Old style Can	New conden. can
Campbell's Soups:		
Chicken, No. 1	14½¢	20¢, 2 for 39¢
Chicken Gumbo, No. 1		18¢
Bouillon, No. 1	14½¢	18¢
Consomme, No. 1	14½¢	18¢
Vegetables—Beef, No. 1	12½¢	18¢
Beef, No. 1	12½¢	18¢
Chicken - Noodle, No. 1	12½¢	18¢, 2 for 35¢
Vegetable, No. 1	13¢	15¢
Pea and Green Pea, No. 1		15¢, 2 for 29¢
Cream of Potato, No. 1	12½¢	
Black Bean, No. 1	12½¢	
Scotch Broth, No. 1		15¢, 2 for 29¢
Assorted, No. 1	12½¢	
Asparagus, No. 1		15¢, 2 for 29¢
Bean with Bacon, No. 1		15¢, 2 for 29¢
Celery, No. 1	12½¢	
Clam Chowder, No. 1	12½¢	15¢, 2 for 29¢
Mock Turtle, No. 1	12½¢	15¢, 2 for 29¢
Oxtail, No. 1	12½¢	15¢, 2 for 29¢
Pepper Pot, No. 1	12½¢	15¢, 2 for 29¢
Vegetarian Veg., No. 1		15¢
Consomme Madrilene, No. 1		15¢, 2 for 29¢
Tomato, No. 1	10¢	11¢

For all other canned soups, the division factor is .80.

[Subparagraph (37) amended by Ams. 47 and 58]

	Cents
(38) *Soups dehydrated*	
All Brands, 1¾ oz. to 2½ oz. pkg.	10¢

For all other dehydrated soups the division factor is .80.

	Cents
(39) *Spices and extracts.*	
Extracts:	
Bouillon Cubes, Libby: Jar/100 cube	$2.33 (2 for .05)
Lemon, Schillings, 4 oz.	.80
Lemon, Schillings, 2 oz.	.41

TABLE A—MAXIMUM PRICES FOR THE ISLAND OF OAHU—Continued

	Ceiling price per unit (cents)
(39) *Spices and extracts*—Con. Extracts—Continued.	
Lemon, Schillings, 1 oz.	$0.23
Vanilla, Burnett's, 4 oz.	.83
Vanilla, Burnett's, 2 oz.	.43
Vanilla, Burnett's, 1 oz.	.24
Vanilla, Schillings, 4 oz.	.80
Vanilla, Schillings, 2 oz.	.41
Vanilla, Schillings, 1 oz.	.23
Pepper:	
Black, Schillings:	Cents
8 oz. tin	23
4 oz. gl.	18
4 oz. tin	13
2 oz. gl.	10
2 oz. tin	7
White, Schillings:	
4 oz. gl.	13
2¼ oz. gl.	13
2 oz. tin	10
Durkee, Black, 1¾ oz. cont.	6
Durkee, White, 2 oz. cont.	7
Enterprise, Black, 4 oz. cont.	11
Enterprise, Black, 2 oz. cont.	7
Enterprise, White, 2 oz. cont.	9
Tropic, Black, 4 oz. cont.	18
Spices, miscellaneous:	
Celery Salt, Schillings, 3 oz.	15
Cinnamon, Enterprise, 2 oz.	19
Cinnamon, Schillings, 2 oz.	19
Garlic Salt, Schillings, 3 oz.	15
Nutmeg, Schillings, 2 oz.	14
Onion Salt, Schillings, 3 oz.	15

For all other spices and extracts the division factor is .75.

	Cents
(40) *Supplies for the home and cleansers.*	
Babbitt, 13 oz.	6
Bear Brand Bluing, 32 oz.	20
Bear Brand Bluing, 22 oz.	17
Bear Brand Bluing, 16 oz.	12
Bear Brand Bluing, 10 oz.	11
Blue, Magic or Robin, Square	1
Park Bluing, Quart	24
Park Bluing, 12 oz.	11
Mrs. Stewart's, 10 oz.	17
Sunnyscene Liquid Bluing, 1 pt.	18
Bon Ami, Cake	11
Bon Ami, Powder, Tin	14
Clorox, ½ gal.	30
Clorox, 1 qt.	17
Clorox, 1 pt.	10
Crystal White Cleanser, 13 oz.	5
Lighthouse Cleanser, 13 oz.	8
Old Dutch, Can	11
Pearline, 10 oz.	5
Purex, 1 gal.	54
Purex, ½ gal.	31
Purex, 1 qt.	17
Purex, 1 pt.	9
Sapolio, Cake	11
Smith Chemical Bleach in bulk, 1 gal.	45
Smith Chemical Bleach in bulk, ½ gal.	25
Smith Chemical Bleach in bulk, 1 qt.	15
Smith Chemical Bleach in bulk, 1 pt.	8
SOS Cleaner, Box of 4	15
Starch Gloss, Argo, 1 lb.	13
(2 for 25)	
Starch Gloss, Calumet, 1 lb.	11
(2 for 21)	
Starch Gloss, Chinese, Bulk	14
Starch Gloss, Elastic, 12 oz.	10
Starch Gloss, Kingsford, 1 lb.	13
Starch Gloss, Staley's, 1 lb.	11
(2 for 21)	
Starch Gloss, Red, Bulk	11
Stryker's Cleanser, 9 oz. can	10
Sunbrite Cleanser, 9 oz. can	7

For all other supplies for the home and cleansers other than poisonous supplies, the merchandising of which requires a license, the division factor is .82.

TABLE A—MAXIMUM PRICES FOR THE ISLAND OF OAHU—Continued

	Ceiling price per unit (cents)
(41) *Sugar.*	
Granulated white sugar, 100 lbs.	$6.60
Granulated white sugar, 25 lbs.	1.70
Granulated white sugar, 10 lbs.	69
Granulated white sugar, 5 lbs.	35
Granulated white sugar, 1 lb.	07
C & H Cubelets, 2 lb.	23
C & H Cubelets, 1 lb.	12
C & H Brown Sugar, 1 lb.	10
C & H Powdered Sugar, 1 lb.	11
Washed Hawaiian Sugar, 1 lb.	6
(2 for 11)	

For all other locally produced sugar, the maximum price shall be determined by multiplying the invoice cost by 1.2. For all other imported sugar the division factor is .82.

	Ceiling price per unit (cents)
(42) *Syrups, honey and molasses.*	
Honey, locally produced; strained and comb.	
1 qt. gl. jar (48 oz. net wt., or 32 liq. oz.)	65
1 pt. gl. jar (24 oz. net wt. or 16 liq. oz.)	38
⅔ pt. gl. jar (16 oz. net wt. or 12 liq. oz.)	26
½ pt. gl. jar (12 oz. net wt. or 8 liq. oz.)	20
¼ pt. gl. jar (6 oz. net wt. or 4 liq. oz.)	10
4¼" Square Comb	27
Molasses:	
Green Brer Rabbit, 12 fl. oz. can	20
Gold Brer Rabbit, 12 fl. oz. can	23
Syrups:	
Ewa Cane, 24 oz. gl.	34
Karo—Red Label, 24 oz.	22
Karo—Blue Label, 24 oz.	21
Log Cabin, 1 gal.	1.89
Log Cabin, 58 oz.	93
Log Cabin, 24 oz. (glass)	47
Log Cabin, 12 oz. gl.	26
Log Cabin, 12 oz. tin	21
Staley's Golden, 24 oz.	20

For all other syrups, honey and molasses the division factor is 0.80.

[Subparagraphs (41) and (42) amended by Am. 47]

	Cents
(43) *Tea.*	
Bliss, ¼ lb.	23
Lipton, ¼ lb.	31
Maxwell House, ½ lb.	66
Maxwell House, ¼ lb.	34
Tenderleaf Green Tea, ¼ lb.	22
Tenderleaf Orange Pekoe, ¼ lb.	26
Tenderleaf Tea Balls, 20 balls	25
Tenderleaf Tea Balls, 8 balls	10

For all other teas the division factor is .80.

	Cents
(44) *Canned vegetables.*	
Asparagus:	
All Gold, All Green, Square can	44
Crescent Large Nat., No. 1 can	41
Del Monte Early Garden Spears, No. 2 can	89
Del Monte All Green Salad Points, 16 oz. can	87
Del Monte All Green Salad Points, Picnic	29
Del Monte E. G. Tips, Picnic	23
Homelike Asp. Spears green and white tips, No. 2 can	33
Hunt's green, No. 2 can	44
Libby Blended Asparagus, No. 2 can	34
Prince Finest Mary Washington, all green, 1 square can	44
Rialto All, No. 2 can	38
Santa Cruz Fcy. Cut Asp., 8 oz.	15
S & W Mamoth Green, No. 2 can	41
Trupack Mamoth or Large Green Tips, No. 2 can	38
T & M, Natural, 1 square can	45
T & M, Natural, 1 tall can	14
Warranty, No. 2 can	41

TABLE A—MAXIMUM PRICES FOR THE ISLAND OF OAHU—Continued

	Ceiling price per unit (cents)
(44) *Canned vegetables*—Continued.	
Beans:	
Big R cut Green String, No. 2 can	25
Crines, Ex. Std. flat cut, No. 2 can	24
Del Monte Whole Green, No. 303 gl.	21
Diamond R Florida Cut, No. 2 can	23
Reba Florida String, No. 2 can	24
Green Pearl Rd. Cut String, No. 2 can	24
Hollywood Bowl, No. 2 can	20
Indian River Ex. Std. flat cut, No. 2 can	24
Kelly's Ex. Std. Rnd. or flat, No. 2 can	22
Lord Chesterfield Ex. Std. Rnd. Cut, No. 2 can	23
Mountain Fresh Ex. Std. flat cut, No. 2 can	20
Osage String, No. 2 can	23
Ruskel Std., flat cut, No. 2 can	21
Success Cut String, No. 2 can	20
Sunbiest Str. Extra cut Choice, No. 2 can	24
Van Camp's Red Kidney, No. 300 can	14
Beets:	
All Gold Sliced, No. 303 gl.	17
All Gold Diced, No. 303 gl.	15
All Gold Medium Whle., No. 2 can	17
All Gold Medium Whle., No. 303 gl.	19
Deerfield Whole, No. 2 can	17
Del Monte Medium Whole, No. 303 gl.	19
Del Monte Medium Whole, No. 2 can	18
Del Monte Diced, No. 303 gl.	15
Del Monte Sliced, No. 303 gl.	17
Del Monte Midget Whole, No. 2 can	20
Dodge Sliced, No. 2 can	15
Exquisite, sliced, diced and shoestring, No. 2 can	14
Prince medium whole, No. 2 can	17
Prince midget whole, No. 2 can	19
Stokely, sliced, diced and shoestring, No. 2 can	14
Sunbiest tiny whole, No. 2 can	22
Sunbiest sliced, No. 2 can	16
Sunkist diced beets, No. 303 gl.	17
Carrots:	
All Gold diced, No. 303 gl.	16
Del Monte diced, No. 303 gl.	15
Del Monte Julienne, No. 303 gl.	14
Libby, Diced, No. 303 gl.	13
T. M. Diced, No. 2 can	15
Corn:	
Cross Keys, No. 2 can	16
Del Monte, all kinds, No. 303 gl.	19
Del Monte, all kinds, No. 303 tin	16
Del Monte, tiny Kernel, No. 2 can	17
Del Monte, Golden C. S., No. 2 can	17
Dodge Cream Style, No. 2 can	19
Exquisite Whole Kernel, No. 2 can	19
Exquisite Cream Style, No. 2 can	18
H. G. P. & Co., all types, No. 2 can	18
Libby, Whole Kernel and Cream Style, No. 2 can	19
Libby, Whole Kernel, No. 303 gl.	18
Libby, Cream Style, No. 303 gl.	16
Mrs. Grimes, C. S., No. 2 can	18
S & W Baby Kernel, No. 2 can	20
Stokely Whole Kernel, No. 2 can	19
Stokely Cream Style, No. 2 can	18
T. M. Cream Style, No. 2 can	21
T. M. Whole Kernel, No. 2 can	20

TABLE A—MAXIMUM PRICES FOR THE ISLAND OF OAHU—Continued

	Ceiling price per unit (cents)
(44) *Canned vegetables*—Continued.	
Peas:	
FSCC Various Brands, No. 2 can	18
Pork and Beans:	
FSCC All Brands, No. 2½ can	23
Truhawaiian Beans with Pork, 7 oz. can	13
Potato:	
Shoe String Brownie, 3½ oz. Pkg.	13
Pumpkin:	
Del Monte, 2½ can	16
Libby, 2½ glass	16
Sunstrand, 2½ can	16
Sauerkraut, Champion, Qt. glass	26
Spinach:	
Del Monte, 2½ can	18
Exquisite, 2½ can	20
Raiters, 2½ can	19
Stew, beef and vegetable:	
FSCC, all brands, 30 oz.	36
FSCC, all brands, 26 oz.	33
Tomato:	
Cala Ripe Standard, No. 2½ can	18
Del Monte, No. 2½ can	23
Del Monte, No. 2 can	17
Exquisite, Solid Pack, No. 2½ can	22
Libby, No. 2½ can	23
Mission, No. 2½ can	17
Mission, No. 2 can	16
Nations Treat, No. 2½ can	17
Premium Standard, No. 2½ can	17
Premium Standard, No. 2 can	14
Rosebowl, No. 2½ can	18
Silverdale Standard, No. 2½ can	17
Silverdale Solid Pack, No. 2 can	17
State Fair, No. 2½ can	18
Stokeley, No. 303 gl.	13
Sunbiest, No. 2½ can	21
Van Camp's Solid Pack, No. 2½ can	21

For all other canned asparagus, beans, beets, carrots, corn, peas, pork and beans, potato, pumpkin, stew, spinach, tomato, and combinations thereof other than when prepared for diabetics, the division factor is .82. For all other canned vegetables the division factor is .77.

[Subparagraph (44) amended by Ams. 47 and 58]

	Cents
(45) *Dehydrated vegetables.*	
For all dehydrated vegetables the division factor is 0.80.	
(46) *Wooden products.*	
Diamond Toothpicks, Pkg.	5
Kant Roll Clothes Pins, Dozen	5
Book matches, all brands (other than Diamond), Box of 50	16
Diamond Book Matches, Box of 50	18
Diamond Book Matches, Box of 15	5
Domino Wood Matches, Box	9
Fire Chief Safety Matches, Box	9
Gold Medal Matches, Box	9
Greenglo, Box	9
Japanese, Box	9
Signal Light, Box	9
Western Matches, S. O. B., Box	9

For all specified wooden products the division factor is .80. This includes toothpicks, clothespins, brooms and parts thereof, and matches, including book-matches.

TABLE B—MAXIMUM PRICES FOR THE ISLAND OF HAWAII

(a) This table shall apply to the Island of Hawaii only.

(b) The following maximum prices shall apply in the Island of Hawaii, except for commodities imported from another island in the Territory of Hawaii; as to these imported commodities see paragraph (e) below.

Definition No. (see par. (f))	Commodity	Size	Ceiling price
5	Carnation Wheat Flakes, Premium.	48 oz.	$0.47
5	Sperry Wheat Hearts	14 oz.	.18
7	Yolo Tomato Catsup	14 oz.	.19
7	Yolo Tomato Catsup	12 oz.	.17
7	French's Prepared Mustard.	6 oz.	.12
7	King's Shoyu	1 gal.	1.96
7	King's Shoyu	27 oz.	.43
7	King's Shoyu	11 oz.	.29
7	B. B. Shoyu	1 gal.	1.42
8	Kitchen Bouquet	4 oz. cont.	.51
12	Sunstrand Catsup	15 oz.	.16
17	V-B Apple Sauce	No. 2 can	.15
17	S & W Apple Sauce	No. 2 can	.21
17	Gale Compote Pears	32 oz.	.31
19	Absopure Orange Juice	12 oz.	.18
20	Durkee French Dressing	8 fl.	.20
22	FSCC Dried Beef	7 oz.	.48
22	V-B Sheep Tongue	No. 1 can	.39
22	V-B Sheep Tongue	No. ½ can	.23
22	Swift's Pork Brains	12 oz.	.25
24	Planters Peanuts	5 oz.	.19
28	Albers Friskies	2 lb.	.33
28	Albers Friskies	12 oz.	.11
34	Tuna, Blue Sea Fancy White Meat.	No. ½ can	.49
34	Tuna, All White Solid Pack.	No. ½ can	.48
34	Tuna, Halfhill Light Meat.	No. ½ can	.43
34	Tuna, Luxury grated	No. ¼ can	.40
34	Sea View Barracuda	6 oz.	.40
34	Oysters, High Sea or Mississippi Miss.	7 oz.	.42
36	NuBora Granulated Soap.	Giant Size	.78
35	NuBora Granulated Soap.	Large Size	.30
41	Sugar, granulated white, bulk.	1 lb.	.07
41	Sugar, granulated white, bagged.	10 lbs.	.72
41	Sugar, granulated white, bagged.	5 lbs.	.37
42	Karo Red Label Syrup	24 oz. glass	.23
42	Karo Red Label Syrup	24 oz. tin	.29
44	Hearts Delight Asparagus.	No. 2 can	.38
44	Del Monte Diced Beets	No. 303 glass	.18
44	Del Monte Sliced Beets	No. 303 glass	.20

[Above table amended by Am. 47]

(c) The specific dollar and cent ceilings listed in Table A for the Island of Oahu shall apply to the Island of Hawaii in all cases where the commodity ceiling price is not set forth in paragraph (b) of this table, except for commodities imported from another Island in the Territory of Hawaii; as to these imported commodities, see paragraph (e) below.

(d) In all cases where a specific dollar and cent ceiling price is not provided for any grocery item covered by this schedule, the ceiling price shall be computed by means of the multiplication or division factors set forth in Table A, and the "net cost", as defined in paragraph (e) of this section 41, except that:

(1) All stores in Zone 2 of the Island of Hawaii must use, in lieu of those set forth in Table A, a division factor .02 higher than those set forth; and in lieu of a multiplication factor of 1.2, a division factor of .85 shall be used. Zone 2 on the Island of Hawaii shall comprise the districts of North Hilo, Hamakua and Kau, as defined by Hawaiian Statute.

(2) All stores in Zone 3 of the Island of Hawaii must use a division factor, in lieu of those set forth in Table A, a division factor .03 higher than those there set forth; and in lieu of a multiplication factor of 1.2, a division factor of .86 must be used. Zone 3 of the Island of Hawaii shall comprise the districts of North Kohala, South Kohala, North Kona and South Kona as defined by Hawaiian Statute.

(e) Where a commodity is imported into the Island of Hawaii from any other Island in the Territory of Hawaii, the specific dollar and cent ceilings set forth in Table A and section (b) of Table B shall not apply, but the maximum price shall be computed by means of the appropriate division or multiplication factors set forth in paragraph (d) of this Table and the "net cost" as defined in paragraph (e) of this section 41. This maximum price may be increased by the addition of such transportation allowances as are permitted by said paragraph (e). No commodity sold by the FSCC in the Island of Hawaii shall be regarded as an "import" regardless of its origin. Wherever a specific dollar and cent ceiling price is specified in Table A or in paragraph (b) of this Table on a FSCC item, such ceiling price shall be in effect on the Island of Hawaii.

(f) All retail grocery stores in Zones 2 or 3 of the Island of Hawaii may add 2 or 3% respectively to the maximum retail sales prices listed or computed in accordance with this Table. These additions must be made as a separate computation at the time of payment. Prior to the addition of the 2 or 3% differential appropriate to each zone, stores shall obtain and prominently display the poster issued by the Office of Price Administration stating the right of the store to this differential. Zones 2 and 3 shall be defined according to paragraph (d) above.

TABLE C—MAXIMUM PRICES FOR THE ISLAND OF MAUI

(a) This table shall apply to the Island of Maui only.

(b) The following maximum prices shall apply in the Island of Maui, except for commodities imported from another Island in the Territory of Hawaii; as to these imported commodities see paragraph (e) below.

Definition No. (see par (f))	Commodity	Size	Ceiling price
5	Albers Quick Oats and Regular, with premium.	48 oz.	$0.48
5	Albers Wheat Flakes, with premium.	48 oz.	.48
5	Sperry Wheat Hearts	14 oz.	.18
7	CHB Catsup	14 oz.	.22
7	CHB Soya	32 oz.	.55
7	Jan-U-Wine 6 Star Soya	1 gal.	2.11
7	Paradise Soya	1 gal.	1.73
7	Paradise Soya	1 qt.	.47
7	Pala Shoyu	1 gal.	2.19
7	Pala Shoyu	1 qt.	.56
7	Maui Shoyu	1 gal.	2.11
7	King Shoyu	1 gal.	1.96
7	King Shoyu	27 oz.	.43
7	King Shoyu	11 oz.	.29
7	Heinz Malt Vinegar	1 pt.	.28
7	Heinz Tarragon Vinegar	1 pt.	.40
12	Jello	3 oz.	.09
			3 for .25
12	Royal Puddings	3½ oz.	.09
			3 for .25
15	Sperry Cornmeal (all types).	16 oz.	.13
17	Libby Fruit Cocktail	No. 2½ can.	.37
17	S & W Fruit Cocktail	No. 2½ can.	.43
17	Mandarin Oranges	11 oz.	.14
19	Martinelli Apple Juice	32 oz.	.30
19	Martinelli Apple Juice	12 oz.	.13
19	Olmite Grapefruit Juice	No. 2 can	.20
19	Absopure Orange Juice	12 oz.	.20
19	Libby's Orange Juice	12 oz.	.18
21	Lynden Twistee Noodle Dinner.	16 oz.	.19
21	Lynden Minced Chicken.	4 oz.	.46
21	Lynden Boned Turkey	8 oz.	1.04
21	Lynden Chicken a la King.	16 oz.	.50
22	FSCC Dried Beef	7 oz.	.48
22	Underwood Deviled Ham.	3 oz.	.17
22	"V-B" Sheep Tongue	No. ½ tin.	.25
22	Armour's Star Lunch Tongue.	No. ½ tin.	.22
27	Fontana Paste Products	8 oz. pkg.	.11
27	Royal Spaghetti and Macaroni.	8 oz. pkg.	.10
31	Mary Ellen Orange Marmalade.	2 lbs.	.47
34	Bolero Cuban Rock Lobster.	5½ oz.	.67
35	Oxydol	Giant	.88
40	Clorox	1 qt.	.21
40	Sapolio	Cake	.12
42	Log Cabin Syrup	24 oz. glass	.48
44	T & M Asparagus Tips	1 Tall	.28
44	Libby Pumpkin	2½ glass	.21
44	Tru-Hawaiian Maui Soy Beans with Pork.	7 oz.	.12

[Above table amended by Am. 47]

(c) The specific dollar and cents ceilings listed in Table A for the Island of Oahu shall apply to the Island of Maui in all cases where the commodity ceiling price is not set forth in paragraph (b) of this table, except for commodities imported from another Island in the Territory of Hawaii; as to these imported commodities, see paragraph (e) below.

(d) In all cases where a specific dollar and cent ceiling price is not provided for any grocery item covered by this section, the ceiling price shall be computed by means of "net cost" as defined in paragraph (e) of this section 41, and the multiplication or division factors set forth in Table A, except that:

(1) All stores in Zone 2 of the Island of Maui must use, in lieu of those set forth in Table A, a division factor .02 higher than those there set forth; and in lieu of a multiplication factor of 1.2, a division factor of .85 shall be used. Zone 2 of the Island of Maui shall comprise the district of Hana and that portion of the district of Makawao lying south of the south boundary of Ahupuha Kamaole, as defined by Hawaiian Statute.

(e) Where a commodity is imported into the Island of Maui from any other Island in the Territory of Hawaii, the specific dollar and cent ceiling set forth in Table A and paragraph (b) of Table B shall not apply, but the maximum price shall be computed by means of the "net cost" as defined in paragraph (e) of this section 41, and the division or multiplication factors set forth in paragraph (d) of this table for the various sections of Maui. This maximum price may be increased by the addition of such transportation allowances as are permitted by said paragraph (e). No commodity sold by the FSCC in the Island of Maui shall be regarded as an "import" regardless of its origin. Wherever a specific dollar and cent ceiling price is specified in Table A or in paragraph (b) of this table, on a FSCC item, such ceiling price shall be in effect on the Island of Maui.

(f) All retail grocery stores in Zone 2 of the Island of Maui may add 2% to the maximum retail sales prices listed or computed in accordance with this Table C. These additions must be made as a separate computation at the time of payment. Prior to the addition of the 2%, stores shall obtain and prominently display the poster issued by the Office of Price Administration stating the right of the store to this differential. Zone 2 of the Island of Maui shall be defined according to paragraph (d) of this table.

TABLE D—MAXIMUM PRICES FOR THE ISLAND OF KAUAI

(a) This table shall apply to the Island of Kauai only.

(b) The following maximum prices shall apply in the Island of Kauai except for commodities imported from another Island in the Territory of Hawaii; as to these imported commodities see paragraph (d) below.

Definition No. (see par. (f))	Commodity	Size	Ceiling price
5	Cream O'Wheat	28 oz.	$0.33
5	Quaker Oats, regular	48 oz.	.47
5	Mother's China Oats	48 oz.	.48
7	Radcliffe Shoyu	1 gal.	2.29
7	Radcliffe Shoyu	1 qt.	.73
7	King Shoyu	1 gal.	1.96
7	King Shoyu	27 oz.	.43
7	King Shoyu	11 oz.	.29
8	A-1 Ssuce	11 oz.	.64
12	Jello	3 oz.	.09
			3 for .25
12	Royal Gelatin	3¼ oz.	.09
			3 for .25
16	Gold Medal Softasilk Cake Flour.	44 oz.	.37
17	Mandarin Oranges	11 oz.	.14
19	MacComber's Apple Juice.	32 oz.	.32
19	MacComber's Orange Juice.	12 oz.	.14

Definition No. (see par. (f))	Commodity	Size	Ceiling price
19	Absopure Orange Juice	12 oz.	$0.17
19	Libby Orange Juice	12 oz.	.18
20	Durkee Mayonnaise	8 oz.	.23
20	Dinner Bell Salad Dressing.	16 oz.	.29
22	FSCC Dried Beef	7 oz.	.48
34	Halfhills Horse Mackerel	No. 1 can	.21
34	Oysters, Clipper, High Seas and Mississippi Miss.	7 oz.	.42
41	Sugar, white granulated, bulk.	100 lbs.	6.91
41	Sugar, white granulated bulk.	2 lbs.	.15
41	Sugar, white granulated, bulk.	1 lb.	.08
41	Sugar, white granulated, bagged.	10 lbs.	.72
41	Sugar, white granulated bulk.	5 lb	.37
41	Hawaiian washed sugar	100 lbs.	5.70
41	Hawaiian washed sugar	1 lb.	.06
42	Ewa Cane Syrup	24 oz.	.35

[Above table amended by Am. 47]

(c) The specific dollar and cents ceilings listed in Table A for the Island of Oahu shall apply to the Island of Kauai in all cases where the commodity ceiling price is not set forth in paragraph (b) of this table, except for commodities imported from another Island in the Territory of Hawaii as to these imported commodities, see paragraph (d) below.

(d) Where a commodity is imported into the Island of Kauai from any other Island in the Territory of Hawaii, the specific dollar and cent ceiling set forth in Table A or in paragraph (b) of this table shall not apply, but the maximum price shall be computed by means of the "net cost" as defined in paragraph (e) of this section 41 and the appropriate division or multiplication factor specified in Table A. This maximum price may be increased by the addition of such transportation allowances as are permitted by said paragraph (e). No commodity sold by the FSCC in the Island of Kauai shall be regarded as an "import" regardless of its origin. Wherever a specific dollar and cent ceiling price is specified in Table A or in paragraph (b) of this table for a FSCC item, such ceiling price shall be in effect on the Island of Kauai.

TABLE E—MAXIMUM PRICES FOR THE ISLAND OF MOLOKAI

(a) This table shall apply to the Island of Molokai only.

(b) The following maximum prices shall apply in the Island of Molokai. To these prices may be added the differential permitted by paragraph (e) below.

Definition No. (see par. (f))	Commodity	Size	Ceiling price
5	Albers Quick Oats and Regular, without premium.	48 oz.	$0.40
14	Flour, family, 4.9 or 5 lbs.		.30
14	Flour, family, 49 or 50 lbs.		2.62
17	Peaches, FSCC "C" (various brands) Sliced.	No. 2½ can.	.27
17	Peaches, FSCC "D" (various brands) Sliced.	No. 2½ can.	.24
18	Prunes "30/40"	1 lb. cont.	.21
18	Prunes "40/50"	1 lb. cont.	.20
18	Prunes "50/60"	1 lb. cont.	.18
18	Prunes "60/70"	1 lb. cont.	.18
18	Prunes "70/80"	1 lb. cont.	.18
18	Prunes "80/90"	1 lb. cont.	.16
18	Prunes "90/100"	1 lb. cont.	.15
18	Raisins, FSCC only	15 oz. box	.16
22	Dried Beef, FSCC	7 oz.	.47
22	Pork Luncheon Meat, FSCC; Prem, Treet, all brands.	12 oz.	.42
23	Evaporated Milk	No. 1 can	.13
23	Evaporated Milk	2 cans	.24
23	Evaporated Milk	12 cans	1.47

32 Rice	U. S. No. 1	U. S. No. 2	U. S. No. 3 and brown	U. S. No. 4	U. S. No. 5
100 lbs.	$8.36	$8.22	$8.12	$8.02	$8.05
50 lbs.	4.26	4.16	4.11	4.06	4.12
25 lbs.	2.14	2.10	2.09	2.06	2.09
10 lbs.	.86	.85	.84	.83	.85
1 lb.	.09	.09	.09	.09	.09

Definition No. (see par. (f))	Commodity	Size	Ceiling price
41	Sugar, white granulated	100 lbs.	$6.96
41	Sugar, white granulated	10 lbs.	.72
41	Sugar, white granulated	5 lbs.	.37

[Above table amended by Ams. 47 and 58]

(c) The specific dollar and cents ceiling prices listed in Table A for the Island of Oahu shall apply to the Island of Molokai in all cases where the commodity ceiling price is not set forth in paragraph (b) of this table. To these ceiling prices may be added the differential permitted by paragraph (e) below.

(d) In all cases where a specified dollar and cents ceiling price is not provided in Table A or in paragraph (b) of this table, the maximum price shall be computed by means of the "net cost" as defined in paragraph (e) of this section 41, and the appropriate division factor or multiplication factor named in Table A. No transportation cost from the Islands of Oahu or Maui to the Island of Lanai shall be included in "net cost". To the prices thus computed may be added the differentials permitted by paragraph (e) of this Table F.

(e) All retail grocery stores on the Island of Lanai may add 2% to the maximum retail sales prices listed or computed in accordance with this Table F. This addition must be made as a separate computation at the time of payment. Prior to the addition of the 2% differential, stores shall obtain and prominently display the poster issued by the Office of Price Administration stating the right of the store to this differential.

[Table F amended by Ams. 47 and 58]

[Sec. 41 added by Am. 1, 8 F.R. 6359, 7200, effective 4-20-43; amended by Am. 7, 8 F.R. 10270, 10666, effective 6-28-43; Am. 30, 9 F.R. 173, effective 10-7-43 except that with respect to sales of commodities for which the maximum price is set forth herein in dollars and cents or in dollars of the "net cost" as defined in paragraph (e) of this section 41, and the appropriate division factor. This maximum price may be increased by the addition of such transportation allowances as are permitted by said paragraph (e). The division factors to be used shall be found by adding .03 to all division factors set forth in Table A and by using a division factor of .86 in lieu of a multiplication factor of 1.2 whenever this factor is specified in Table A. To these prices thus computed may be added the differentials permitted by paragraph (e) below.

(e) All retail grocery stores on the Island of Molokai may add 3% to the maximum retail sales prices listed or computed in accordance with this table. This addition must be made as a separate computation at the time of payment. Prior to the addition of the 3% differential, stores shall obtain and prominently display the poster issued by the Office of Price Administration stating the right of the store to this differential.

TABLE F—MAXIMUM PRICES FOR THE ISLAND OF LANAI

(a) This table shall apply to the Island of Lanai only.

(b) The following maximum prices shall apply in the Island of Lanai. To these prices may be added the differentials permitted by paragraph (e) below.

Definition No. (see par. (f))	Commodity	Size	Ceiling price
14	Flour, family	4.9 or 5 lbs.	$0.30
14	Flour, family	49 or 50 lbs.	2.65
17	Peaches, FSCC "C" (various brands) sliced	No. 2½ can	.27
17.4	Peaches, FSCC "D" (various brands) sliced	No. 2½ can	.24

32 Rice	U. S. No. 1	U. S. No. 2	U. S. No. 3 and Brown	U. S. No. 4	U. S. No. 5
100 lbs.	$8.45	$8.30	$8.20	$8.10	$8.13
50 lbs.	4.30	4.20	4.16	4.11	4.16
25 lbs.	2.17	2.13	2.11	2.08	2.11
10 lbs.	.87	.85	.84	.83	.86
1 lb.	.09	.09	.09	.09	.09

(c) The specific dollars and cents ceiling prices listed in Table A for the Island of Oahu shall apply to the Island of Lanai in all cases where the commodity ceiling price is not set forth in paragraph (b) of this table. To these prices may be added the differentials permitted by paragraph (e) below.

(d) In all cases where a specific dollars and cents ceiling price is not provided in Table A or paragraph (b) of this Table F, the maximum price shall be computed by means of the "net cost" as defined in paragraph (e) of this section 41, and the appropriate division factor or multiplication factor named in Table A. No transportation cost from the Islands of Oahu or Maui to the Island of Lanai shall be included in "net cost". To the prices thus computed may be added the differentials permitted by paragraph (e) of this Table F.

(e) All retail grocery stores on the Island of Lanai may add 2% to the maximum retail sales prices listed or computed in accordance with this Table F. This addition must be made as a separate computation at the time of payment. Prior to the addition of the 2% differential, stores shall obtain and prominently display the poster issued by the Office of Price Administration stating the right of the store to this differential.

[Table F amended by Ams. 47 and 58]

[Sec. 41 added by Am. 1, 8 F.R. 6359, 7200, effective 4-20-43; amended by Am. 7, 8 F.R. 10270, 10666, effective 6-28-43; Am. 30, 9 F.R. 173, effective 10-7-43 except that with respect to sales of commodities for which the maximum price is set forth herein in dollars and cents or in dollars and cents plus a two or three per cent differential shall become effective September 23, 1943.

On and after September 9, 1943 any seller covered by this regulation may, at his option, use as his maximum prices the maximum prices set forth in section 41.]

SEC. 41a. *Table XXVIIIa: Maximum prices at wholesale for certain grocers items*—(a) *Records to be kept.* Notwithstanding the provisions of section 11 of this MPR 373, every person making sales of the commodities covered by this section 41a shall on and after the date any such commodity becomes subject to this regulation, keep for inspection by the Office of Price Administration for a period of not less than one year, complete and accurate records of each purchase and each sale made by such person, showing the date thereof, name and address of the buyer and seller, the price paid or received, quantity purchased or sold, and all data including sales, freight, and other invoices or memoranda reflecting the charges incurred by the wholesaler in arriving at his "landed cost."

(b) *Reports.* Every person making the kind of sales covered by this section 41a shall make and file with the Office of Price Administration, Hawaii Territorial Office, Honolulu, T. H., the following reports:

(1) Any reports that the Office of Price Administration, Hawaii Territorial Office, may from time to time require.

(2) Every person making sales of commodities covered by this section 41 (a) shall report to the Office of Price Administration, Hawaii Territorial Office, Honolulu, T. H., on Form OPA–G–2, the maximum price for all sales made by him of any such commodity where the maximum price for such sale has been established by the provisions of Table B, hereof, and where such maximum price is higher or lower than the seller's previous maximum price for that commodity; *Provided*, That such report need be made only if the wholesaler has on hand one hundred cases or more of such commodity, except that reports as to spices and extracts shall be made regardless of the quantity on hand.

(c) For commodities imported directly from the mainland, not including commodities purchased from the Federal Surplus Commodities Corporation and commodities received from or via any other Island in the Territory, the wholesaler shall calculate his maximum price for each item (that is, for each kind, brand, grade, and container size) of such commodity covered by this regulation as follows:

(1) The wholesaler shall find his "landed cost" for the item he is pricing by adding the amounts permitted in subdivisions (i) through (vi) set forth below. If any of the amounts, or any part thereof, specified in any subdivision has already been included in another subdivision it may not again be added.

(i) An amount equal to the price which the wholesaler agreed to pay the mainland seller before deducting any cash discount, swell allowance or promotional allowance.

(ii) An amount equal to the transportation charges, if any, actually incurred by the wholesaler for transportation from the mainland point at which the wholesaler received delivery to the mainland port of shipment, including Federal transportation tax, terminal charges, and extra charges for shipment of less than carload lots.

(iii) An amount equal to mainland storage charges and insurance in connection therewith actually incurred by the wholesaler, but charges for storage and insurance in connection therewith in excess of six months shall not be included.

(iv) An amount equal to cartage charges actually incurred by the wholesaler for cartage from warehouse to dock in port of shipment.

(v) An amount equal to charges for ocean freight, war risk and marine insurance actually incurred by the wholesaler; and there may be included in this amount Territorial tolls and tonnage tax as shown on the bill of lading. However, the amount by which any cost of war risk insurance exceeds the rates charged by the War Shipping Administration shall not be included, but the type of coverage is at the discretion of the buyer or seller.

(vi) An amount equal to cartage charges in the port of entry in the Territory of Hawaii from dock to warehouse, computed at a rate not in excess of $1.20 per ton, weight or measurement, provided that the commodity is moved from the dock at the wholesaler's expense.

(2) The wholesaler will then divide this "landed cost" by the division factor specified in Table B, for the item he is pricing: *Provided*, That a wholesaler located in the Island of Oahu shall add to his "landed cost" an amount not more than the applicable markup set forth in Table A, for the item he is pricing, in lieu of using the division factor in Table B for such item, if such item is specifically listed in Table A.

(3) In appropriate cases where special service is rendered, the wholesaler may make application to the Office of Price Administration for an additional markup based upon the cost of the service, and the Territorial Director of the Office of Price Administration for the Territory of Hawaii may approve or disapprove an additional margin.

(4) In an identical item (that is, the same kind, brand, grade, and container size) in the wholesaler's inventory on hand has two or more different landed costs, then the "landed cost" for the item may be determined by calculating a weighted average "landed cost" for the entire inventory of that item on hand. Weighted average "landed cost" shall be calculated as follows: each different "landed cost" shall be multiplied by the number of units having such "landed cost." The products of such multiplication shall be added and the sum thereof divided by the total number of the units for which a weighted average "landed cost" is desired. The quotient or result of such division is the weighted average "landed cost." This provision is permissive and not mandatory. The wholesaler need not average the different landed costs for the identical item, but may use each "landed cost" separately.

(5) These maximum prices contemplate distribution by only one wholesaler in the Territory of Hawaii. In the event that in the course of distribution of any commodity covered by this section after arrival, such commodity moves through the hands of more than one wholesaler, then the wholesaler shall distribute between them the margins set forth in tables annexed hereto. In such event the primary wholesaler making the importations shall furnish the wholesaler purchasing from him a statement of the maximum price determined in accordance with this section.

(6) No extra charge may be added for delivery, except as follows:

(i) *Island of Maui.* For delivery in the Hana section of salt and any item bearing a margin of 9 per cent or less as set forth in table B, a wholesaler may add a hauling charge in an amount not in excess of $5.00 per ton, weight or measurment. The Hana section shall comprise all of the district of Hana and that portion of the district of Makawao lying south of the south boundary of the Ahupuha of Kamaole, County of Maui.

(ii) *Island of Hawaii.* For delivery from the City of Hilo to a retail establishment, or the wholesaler's warehouse, located outside of Zone 1, a wholesaler may add an amount not in excess of the trucking charge actually incurred. Zone 1 shall comprise the area of Puna and South Hilo, as defined by the Survey Department of the Commissioner of Public Lands of the Territory of Hawaii.

(7) In the case of a sale to a buyer who does not have a gross income tax license, the seller may add to the maximum price one and one-quarter per cent (1¼%) of it.

(8) Any maximum prices calculated under this regulation shall be based on the wholesaler's customary unit of sale (that is, per case, per box, per bag, per dozen, or the like). All such calculations resulting in a fraction of a cent shall be reduced to the nearest lower cent if the fraction is less than one-half cent, and shall be increased to the nearest higher cent if the fraction is one-half cent or more.

(d) In the case of purchases from the Federal Surplus Commodities Corporation, or purchases from mainland sellers where the price to be paid to such seller includes delivery to the dock in the Territory of Hawaii, the wholesaler shall calculate his maximum price for each item (that is, for each kind, brand, grade, and container size) of a commodity covered by this regulation as follows:

(1) The wholesaler shall find his "landed cost" for the item he is pricing by adding to the net price paid to the mainland seller or the Federal Surplus Commodities Corporation an amount for cartage from the Federal Surplus Commodities Corporation's warehouse or the dock to the wholesaler's warehouse, computed at a rate not in excess of the amounts set forth in paragraph (c) (1) (vi) above.

(2) The wholesaler will then divide this "landed cost" by the division factor specified in Table B, for the item he is pricing: *Provided*, That a wholesaler located in the Island of Oahu shall add to his "landed cost" an amount not more than the applicable markup set forth in Table A, for the item he is pricing, in lieu of using the division factor in Table B for such item, if such item is specifically listed in Table A.

(3) Subparagraphs (3), (4), (5), (6), (7) and (8) of paragraph (c) above are incorporated in this paragraph (d) and shall have the same force and effect as if fully set forth herein.

(e) For commodities received from or via another Island in the Territory, the wholesaler shall calculate his maximum price for each item (that is, for each kind, brand, grade, and container size) of a commodity covered by this section by adding the amounts permitted in subparagraphs (1) through (4) set forth below. If any of the amounts, or any part thereof, specified in any subparagraph has already been included in another subparagraph, it may not again be added.

(1) An amount equal to the maximum price in the Island from which the item is transshipped, as calculated under paragraph (c) above.

(2) An amount equal to cartage charges for cartage from the warehouse to dock in the Island from which the item is transshipped, calculated at the rates set forth in paragraph (c) (1) (vi) above, whether or not such cartage charges are actually incurred.

(3) An amount equal to charges for ocean freight, war risk and marine insurance actually incurred by the wholesaler of transshipment between the Islands, and there may be included in this amount Territorial tolls and tonnage tax as shown on the bill of lading.

(4) An amount equal to cartage charges in the Island on which the wholesaler is located from dock to warehouse, computed at a rate not in excess of the amounts set forth in paragraph (c) (1) (vi) above, *Provided*, That the commodity is moved from the dock at the wholesaler's expense.

(f) *Definitions.* (1) "Canned fruits and berries" mean fruits and berries preserved by heat and hermetically sealed in containers of metal, glass, or any other material, and include but are not limited to the following: (i) apples, apple sauce, apricots, cherries, figs, fruit cocktails, fruits for salads, peaches, pears, pineapples, and plums; (ii) blackberries, blueberries, boysenberries, cranberries, gooseberries, huckleberries, loganberries, raspberries, strawberries, and youngberries.

(2) "Canned vegetables" mean vegetables packed in containers of metal, glass, or any other material, and include but are not limited to beans, carrots, corn, okra, peas, pumpkins, puree of chopped vegetables, rhubarb, sauerkraut, spinach, tomatoes.

(3) "Canned fish" means all processed fish and sea food in hermetically sealed containers of metal, glass, or any other material, and includes but is not limited to abalone, crab meat, lobster, salmon, sardines, shrimp, canned clam juice and broth. Excluded are fresh, dried, salted, smoked, and frozen fish and sea food.

(4) "Canned juices" mean berry juices, citrus fruit juices, fruit juices and nectar, and vegetable juices packed in containers of metal, glass, or any other material.

(5) "Canned citrus fruit" means oranges, grapefruit, and other citrus fruits preserved in tin, glass, or any other container.

(6) "Canned soups" mean any soups or broths in hermetically sealed containers of metal, glass, or any other material, and include condensed soups and broths.

(7) "Dehydrated soups" mean any commodity intended for the making of soup by the addition of liquid and shall include noodle soup mixes.

(8) "Pickles and olives" mean all kinds of pickles and olives, whether green, ripe, stuffed, oiled, brined, and include pickles and olives packed in vinegar and mustard.

(9) "Condiments and sauces" mean food garnishes, including but not limited to catsup, chili sauce, chutney, meat sauces, mustard, soya, tabasco sauce, tomato sauce, vinegar, worcestershire sauce, and cocktail sauce.

(10) "Breakfast cereals" mean bulk or packaged processed cereal grains used as breakfast foods, both uncooked and ready to eat types. Included in this classification are hominy grits, puffed rice and puffed wheat; excluded are buckwheat flour, corn meal, pancake flour, pearled barley, and rice.

(11) "Preserves, jams, and jellies" mean all preserves, jams, jellies, and marmalade, except bakers' jams and jellies.

(12) "Peanut butter" shall include all spreads of ground peanuts, irrespective of the size of the granules or pieces of peanuts contained therein, including peanut butter chunk.

(13) "Bakers and family flour": (i) "Bakers flour" means flour in bulk and prepared bulk flour from wheat other than flour made from durum wheat for use by commercial, institutional, or governmental users; (ii) "Family flour" means flour in bulk from wheat which is packed and sold for ultimate use in the home.

(14) "Prepared packaged flour" means flour and flour mixes made from buckwheat, corn, potatoes, rice, or wheat, including but not limited to Aunt Jemima, Bisquick, corn meal, Dromedary, Sperry, buckwheat flour, Swansdown, and other ready to use packaged flour.

(15) "Spices and extracts" mean all kinds of spices and extracts, including but not limited to sodium glutunate and mapleline, and extracts in shelf sizes, such as cinnamon, pepper, vanilla, and bouillon cubes.

(16) "Paste products" mean all canned, packaged, and bulk macaroni, shells, noodles, spaghetties, and vermicelli.

(17) "Dried fruits" mean fruits or parts thereof from which the major portion of moisture has been removed by natural or artificial drying, and include but are not limited to apples, apricots, currants, dates, figs, grapes (raisins), nectarines, peaches, pears, and prunes.

(18) "Dried edible beans and peas" mean all bulk or packaged threshed and dried field or garden beans and peas, and lentils used for human consumption.

(19) "Pet foods" mean all kinds of pet foods, packaged, bulk, canned, or dry.

(20) "Beverage bases and concentrates" include Kool-Aid, Ovaltine, Hires Root Beer extracts, and similar products.

(21) "Tea" means all kinds of tea, green and black, packaged and in bulk.

(22) "Cocoa and chocolate in shelf sizes" include, but are not limited to, powdered, cake, cooking chocolate. Excluded is chocolate bar candy coated with chocolate.

(23) "Soap" means bar and packaged laundry and toilet soap in bars, cake, chips, powder, plain, granulated, or liquid form.

(24) "Cleansers and home laundry supplies" shall include Clorox, Old Dutch Cleanser, laundry starch, Drano, bluing, powder and cake cleaners other than soaps, and all other cleansers, and home laundry supplies.

(25) "Salt" includes all table and cooking salt.

(26) "Sugar": (i) "Packaged sugar" means specialty sugars in packages or cartons imported from the mainland. (ii) "Local sugar" means direct-consumption sugar manufactured in the Territory of Hawaii.

(27) "Mayonnaise and salad dressing" means all prepared dressings for salads except cooking and salad oils.

(28) "Dessert powders" shall include all concentrates of fruits or vegetables used in the preparation of gelatinous desserts.

(29) "Fountain supplies" mean all imported supplies sold in bulk to soda fountains, confectioners, luncheon and similar establishments, and shall include crushed strawberries, fruit syrups in bottles, chocolate sauce, vanilla syrup, maraschino cherries, and other similar articles used for preparation on the premises of food and drinks. It shall not include such things as bread, butter, and any commodity included under any other category of this table or covered by specific regulations.

(30) "Bakers supplies" mean all imported supplies sold in bulk to bakeries and similar establishments for use in the preparation of bakery products, and shall include but are not limited to baking powder, coloring matter, mince meats, and yeast. Excluded from this category are flour, sugar, and any other commodity included in any other category of this section or specifically covered by a separate regulation.

(31) "Evaporated milk" means evaporated milk in hermetically sealed containers of metal, glass, or any other material.

(32) "Other milk products" mean any food commodity which is processed or manufactured from cow's milk such as Klim, Avoset, condensed milk and malted milk. Excluded, however, are butter, cheese, powdered skim milk, and fresh milk.

(33) "Packaged nuts" mean all nuts packed in glass, tin or cartons, shelled or unshelled, roasted or unprocessed, and sold in shelf sizes, and include almonds, brazil nuts, macadamia nuts, and peanuts, and all other nuts whether locally grown or imported.

(34) "Bulk nuts" mean all nuts named in (33), which are not customarily sold by the retailer in the original package.

(35) "Syrup and honey:" (i) "Syrups" mean all edible molasses, sorghums, cane, maple, and corn syrups and blends thereof; (ii) "Honey" means imported extracted honey and includes combinations of extracted and comb honey.

(36) "Cooking starch" means corn starch used for cooking.

(37) "Rice" means all grades of white and brown milled rice sold in all types of containers.

(38) "Baby foods" mean all foods prepared in hermetically sealed containers of glass, tin, or other material, especially designed for the nourishment of infants and juniors.

(39) "Crackers" mean all cookies, crackers, and biscuits imported from the mainland or locally produced.

(40) "Specific wooden products" mean products of wood locally made or imported, and limited specifically to the following: brooms and their constituent parts, matches (including book matches), clothes pins, and toothpicks. Excluded are brooms manufactured by the Territorial Workshop for the Blind.

(41) "Popcorn" means corn in tins or bags intended for the purpose of making popcorn.

(42) "Charcoal" means any bagged charred wood, imported or locally produced.

(43) "Dehydrated vegetables" mean vegetables or vegetable mixtures which

are prepared for consumption by the addition of liquid to restore the product to its original condition.

(44) "Meats" mean canned meats and meats in combination with other foods, in containers of tin or glass, such as luncheon meats, spreads, sausages and sausage meats, frankfurters, hamburger, loaf goods, brains, tongues, bacon, corned beef, dried beef, sliced dried beef, hash, potted and deviled meats, spaghetti and meat balls, spaghetti sauce with meat, noodles and meat, vegetables and meat, stew, chili con carne, prepared hot tamales, chicken, turkey and other poultry, and similar items which are customarily considered shelf goods, and are not stored under refrigeration.

TABLE A—SPECIFIC MARKUPS FOR CERTAIN GROCERY ITEMS

Item	Wholesale unit	Maximum wholesale markup over landed cost per unit	Notification prices per case	
			Upper	Lower
Evaporated milk [1]	48/1 cans	$0.25		
Flour,[1] family	98–100 lbs.	.30		
Flour,[1] family	49–50 lbs.	.15		
Flour,[1] family	1 lb.	.003		
Rice,[1] FSCC	100 lbs.	.25		
Rice,[1] FSCC	1 lb.	.0025		
Soups				
Campbell's Old Style Soups:				
Chicken	48/1 cans	.51	$6.05	$5.57
Bouillon	48/1 cans	.51	6.05	5.57
Consomme	48/1 cans	.51	6.05	5.57
Vegetable	48/1 cans	.45	5.43	4.99
Pea	48/1 cans	.44	5.22	4.80
Cream of Potato	48/1 cans	.44	5.22	4.80
Vegetable-Beef	48/1 cans	.44	5.22	4.80
Beef	48/1 cans	.44	5.22	4.80
Black bean	48/1 cans	.44	5.22	4.80
Assorted	48/1 cans	.44	5.22	4.80
Chicken-noodle	48/1 cans	.44	5.22	4.80
Asparagus	48/1 cans	.44	5.22	4.80
Celery	48/1 cans	.44	5.22	4.80
Clam Chowder	48/1 cans	.44	5.22	4.80
Mock Turtle	48/1 cans	.44	5.22	4.80
Oxtail	48/1 cans	.44	5.22	4.80
Pepper pot	48/1 cans	.34	4.17	3.84
Tomato	48/1 cans			
Campbell's New Formula Condensed Soups:				
Chicken	48/1 cans	.68	8.14	7.49
Vegetable-Beef	48/1 cans	.62	7.51	6.91
Beef	48/1 cans	.62	7.51	6.91
Bouillon	48/1 cans	.62	7.51	6.91
Consomme	48/1 cans	.62	7.51	6.91
Chicken Gumbo	48/1 cans	.61	7.30	6.72
Chicken Noodle	48/1 cans	.50	6.05	5.57
Clam Chowder	48/1 cans	.50	6.05	5.57
Mock Turtle	48/1 cans	.50	6.05	5.57
Oxtail	48/1 cans	.50	6.05	5.57
Pepper Pot	48/1 cans	.50	6.05	5.57
Scotch Broth	48/1 cans	.50	6.05	5.57
Vegetarian-Vegetable	48/1 cans	.50	6.05	5.57
Consomme Madrilene	48/1 cans	.50	6.05	5.57
Vegetable	48/1 cans	.38	4.59	4.22
Tomato	48/1 cans			
Van Camp's Soups:				
Vegetable	24/300 tall cans	.26	3.03	2.78
Tomato	24/300 tall cans	.22	2.71	2.50
Asparagus	48/1 cans	.32	3.76	3.46
Sugar, locally [1] produced granulated	100 lbs.	.20		
Sugar locally [1] produced granulated	1 lb.	.002		

[1] Items applicable to sales to retail grocery stores only.

NOTE: This Table A applies only to wholesalers located on the Island of Oahu. These wholesalers must use these markups if the item being priced is contained herein. If not, they must then use the division factor in Table B.

The wholesaler shall notify the Office of Price Administration whenever a sale to a retailer is made at a price above or below the "notification prices per case" set forth below upon Form OPA–G–1.

[Table A amended by Am. 41, 9 F.R. 2659, effective 12–6–43]

TABLE B—MARGINS FOR CERTAIN GROCERY ITEMS

Grocery item	Division factor
1. Canned fruits and berries	0.88
2. Canned vegetables	.88
3. Canned fish	.86
4. Canned juices:	
Tomato juice, FSCC, all sizes (when sold to retail grocery stores only)	.91
All other canned juices	.87
5. Canned citrus fruits	.87
6. Canned soups	.90
Dehydrated soups	.86
7. Pickles and olives	.85
8. Condiments and sauces	.84

TABLE B—MARGINS FOR CERTAIN GROCERY ITEMS—Continued

Grocery item	Division factor
9. Breakfast cereals	0.89
10. Preserves, jams and jellies	.88
11. Peanut butter	.88
12. Bakers and family flour	.91
13. Prepared package flour	.90
14. Spices and extracts	.83
15. Paste products	.86
16. Dried fruits	.87
17. Dried edible beans and peas	.87
18. Pet foods	.88
19. Beverage bases and concentrates	.83
20. Tea	.85
21. Cocoa and chocolate	.89
22. Soap—bar and package laundry	.88
23. Soap—toilet	.88

TABLE B—MARGINS FOR CERTAIN GROCERY ITEMS—Continued

Grocery item	Division factor
24. Cleansers and home laundry supplies	0.87
25. Salt	.90
26. Sugar:	
Package	.92
Local	.94
27. Mayonnaise and salad dressing	.84
28. Dessert powders	.88
29. Fountain supplies	.83
30. Bakers supplies	.84
31. Evaporated milk	.93
32. Milk products other than evaporated milk	.86
33. Packaged nuts	.88
34. Bulk nuts	.86
35. Syrup and honey	.88
36. Cooking starch	.89
37. Rice	.94
38. Baby foods	.87
39. Crackers	.89
40. Specific wooden products	.86
41. Popcorn	.85
42. Charcoal	.85
43. Dehydrated vegetables	.86
44. Meats:	
In containers of tin	.89
In containers of glass	.87

NOTE: In the case of sales of beverage bases and concentrates, fountain supplies, and bakers supplies in less than case lots, the division factor in each case shall be 0.77. "Assortment" shall not be considered less than a case lot so long as the buyer is willing to take all of the items in a case containing any element of the assortment. In the case of sales in the Island of Hawaii, the margins named in Table B include delivery with credit for 30 days or less. For cash and carry sales the margin shall be 2 per cent less than the margin specified in Table B for all items for which a margin of 10 per cent or more is specified therein, and shall be 1 per cent less for all items with a margin of 9 per cent or less.

[Item 4 amended by Am. 41, 9 F.R. 2659, effective 12–6–43]

[Sec. 41a added by Am. 7, 8 F.R. 10270, effective 6–25–43, and amended as otherwise noted]

SEC. 42. [Revoked]

[Sec. 42 added by Am. 4, 8 F.R. 7457, effective 5–12–43 and amended by Am. 8, 8 F.R. 10666, effective 7–6–43; Am. 31, 9 F.R. 301, effective 11–8–43; Am. 42, 9 F.R. 2660, effective 12–13–43; and revoked by Am. 61, 9 F.R. 6810, effective 4–1–44]

SEC. 43. *Table XXX: Maximum prices for used washing machines.* (a) Maximum Price Regulation 372,[*] except as otherwise provided herein, governs the sale of used washing machines in the Territory of Hawaii.

(b) On sales of used washing machines in the Territory of Hawaii in order to allow for transportation charges the maximum prices set forth in Maximum Price Regulation 372 may be increased by an amount not in excess of the following:

Wringer type	$10.50
Spinner type	14.00
Small automatic	13.00
Large automatic	15.00

[Sec. 43 added by Am. 7, 8 F.R. 10270, effective 7–24–43]

SEC. 44. *Table XXXI: Maximum prices for power laundry services.* (a) The maximum prices established by Maximum Price Regulation 165, as amended, for the family laundry services specified in paragraph (e) are modified as hereinafter provided. The maximum prices for family laundry services, when sold by power laundries located on the Island of Oahu, shall be the prices set forth in paragraph (e). The maximum prices for all other laundry services rendered by power laundries on the Island of Oahu shall be governed by Maximum Price Regulation 165, as amended, or other applicable regulation. Power laundries in this area shall continue to accept as wearing apparel and flat work, those articles which have customarily been accepted as such. In finished and list price services starch must be supplied where necessary for proper finishing of wearing apparel (including shirts), unless the customer requests no starch.

(b) When used in this section 44 the term:

(1) "Family laundry services" means all laundry services except those supplied on a commercial or institutional basis.

(2) "Power laundries" means all establishments on the Island of Oahu offering laundry services for sale, with the exception of such hand laundries as do not use power machinery to wash laundry.

(c) Within thirty days after the issuance of this regulation, power laundries located on the Island of Oahu and offering family laundry services, shall post each in its own establishment, in a place and manner so that it is plainly visible to the purchasing public, a placard or card containing the maximum prices for the family laundry services set forth in paragraph (e) of this section, and for any other family laundry service if offered. Also within thirty days after the issuance of this regulation, power laundries in this area shall furnish to each customer a statement of the maximum prices of the services offered, with a description of each. In this statement the description or the listed services and their prices shall be exactly as set forth in paragraph (e). Thereafter new customers shall be furnished a similar statement.

(d) A laundry may not refuse to supply any low price laundry service which it supplied in April, 1942, if it supplies or offers to supply any higher price service which includes the same, or substantially the same processes (with or without additional processes) as the low price services.

(e) Price list, a service in which wearing apparel, flat work and specialties are washed and returned finished, ready for use:

Men's shirts, plain	$0.18
Men's shirts, cotton khaki, Army or Navy	.20
Men's shirts, work	.15
Men's shorts	.10
Men's socks, cotton, rayon (per pair)	.05
Men's undershirts	.10
Men's pants, dungarees	.20
Men's pants, khaki	.25
Trousers, white sailor	.20
Jumpers, white sailor	.20
Pajamas (per pair)	.20
Handkerchiefs	.03
Nurses' uniforms (plain cotton)	.35
Women's slips	$0.20
Pillow cases	.04
Sheets	.07
Napkins, machine ironed	.03
Table cloths, small, not over 4 sq. yds.	.15
Table cloths, more than 4 sq. yds., but less than 6 sq. yds.	.25
Table cloths, 6 yds. and over	.50
Towels, bath	.04
Towels, dish	.03
Towels, hand	.03

NOTE: In the price list of service there may be imposed a minimum charge of fifty-one cents (51¢) for delivery customers. All power laundries must offer at least the same discount to cash and carry customers for all laundry services heretofore granted in April, 1942. No additional charges of any kind whatsoever may be added to the maximum prices listed in this regulation, except that where, during April, 1942, a laundry customarily made an extra charge for doing laundry work in less than the regularly scheduled time, such laundry may make a charge for the same service in addition to the maximum prices set forth above; the amount of such charge shall be determined in the same manner as such charges were determined during April, 1942, although a smaller charge may be made.

[Paragraph (e) amended by Am. 10, 8 F.R. 11247, effective 7–12–43]

[Sec. 44 added by Am. 7, 8 F.R. 10270, effective 7–5–43]

SEC. 45. [Revoked]

[Sec. 45 added by Am. 8, 8 F.R. 10666, effective 7–3–43; and revoked by Am. 44, 9 F.R. 3233, effective 2–28–44]

SEC. 46. *Maximum millers', producers' and roasters' prices for Kona coffee sold or delivered in the Territory of Hawaii*—(a) *Records and reports.* Notwithstanding the provisions of section 11 of this Maximum Price Regulation 373, every person making sales of the commodities covered by this section 46 shall keep for inspection by the Office of Price Administration for a period of not less than one year complete and accurate records of each purchase and each sale made by such person, showing the date thereof, name and address of the buyer and seller, the grade or brand and the price paid or received. Millers and roasters shall report to the Office of Price Administration, Honolulu, all 1942–43 crop green coffee inventories held on July 31, 1943, and shall make such further reports as the Office of Price Administration may from time to time require.

(b) *Definitions.* When used in this section 46 the term:

(1) "Kona coffee" means all coffee produced in the Territory of Hawaii.

(2) "Roaster" shall be synonymous with the term "wholesaler."

(3) "Crop year" for the purpose of this section 46 shall begin on August 1, 1943.

(c) *Gross income tax.* In the case of a sale to a buyer who does not have a gross income tax license, the seller may add to the maximum price one and one quarter percent (1¼%) of the selling price.

(d) *Geographical applicability.* The provisions of this section 46 shall be applicable to the entire Territory of Hawaii.

[*] 8 F.R. 5533; 9 F.R. 5217.

TABLE XXXIII—MAXIMUM PRICES FOR PARCHMENT, GREEN KONA AND KONA COFFEES

1. *Parchment coffee.* (a) The maximum price of parchment coffee, clean basis, delivered roadside shall be $0.1161 per pound.

(1) This maximum price is based on 125 pounds of parchment coffee yielding 100 pounds of the following green grades:

Grade of green	Percent yield	Maximum price of green delivered roadside
		Per lb.
No. 1 extra prime, Extra prime, Peaberry	57	$0.1525
Prime	30	.1425
No. 3X	8	.125
No. 3	5	.11

(1) Parchment coffee sold on a clean basis yielding grades higher than the percentages listed above may command a premium over the maximum price commensurate with the actual increased value. Should the yield be lower, a discount commensurate with the decreased value must be subtracted from the maximum price.

2. *Green coffee*—(a) *Used and returnable new bags.* All green coffee maximum prices established in this section 46 are for packing in good used bags, or in new bags returnable at the seller's expense. If the green coffee is sold in non-returnable new bags, or if the new bags are not returned, an additional charge of $0.16 per bag may be made.

(b) *Shipments via Hilo.* All maximum prices established are for shipments via Hilo. In the case of shipments via Kailua, Hawaii, the maximum price shall be computed by subtracting $0.0045 from the established maximum price. In the case of shipments from ports other than Hilo or Kailua, the maximum price will be established by the Office of Price Administration upon application of the seller or buyer.

(c) *War risk and marine insurance.* All maximum prices established (except f. o. b. mill) include an allowance of $0.0021 per pound freight, $0.15 per $100.00 value marine insurance and $0.50 per $100.00 value war risk insurance calculated on the green coffee cost ex-dock Honolulu. These allowances are based on present freight and insurance rates. In the event that such rates are increased, increased costs actually incurred by the seller may be added. In the event such rates are reduced, the maximum price shall be correspondingly reduced.

(1) In the event that such rates are subsequently changed, war risk and marine insurance shall be calculated on a basis not higher than:

	Per lb.
No. 1 extra prime, Extra prime, Peaberry	$0.181
Prime	.17
No. 3X	.152
No. 3	.136

(d) *Grading.* No grades of green coffee other than specified in paragraph (e) may be sold without prior application to the Office of Price Administration for a maximum price.

(e) *Maximum prices.* The maximum prices for green coffee f. o. b. mill shall be as follows:

Grade	*Maximum price per lb.*
No. 1 extra prime, Extra prime, Peaberry	$0.1736
Prime	.1632
No. 3X	.1448
No. 3	.1288

(1) The maximum prices for green coffee ex-dock Honolulu and ex-warehouse Honolulu shall be as follows:

Grade	Maximum price ex-dock Honolulu	Maximum price ex-warehouse Honolulu
	Per lb.	*Per lb.*
No. 1 extra prime, Extra prime, Peaberry	$0.1824	$0.183
Prime	.1719	.1725
No. 3X	.1532	.1538
No. 3	.1372	.1378

(2) The maximum price of green coffee, ungraded basis, delivered ex-dock Honolulu shall be $0.17465 per pound.

(3) The maximum price of green coffee, ungraded basis, delivered ex-warehouse Honolulu shall be $0.17525 per pound.

(4) The maximum price of green coffee delivered at points other than Honolulu shall not exceed the f. o. b. mill price plus transportation charges from mill to place of destination.

(5) The maximum price of green coffee sold in quantities of less than 5 bags (approximately 500 lbs.) shall be an amount not to exceed 5% above the maximum prices listed in paragraph (e); the maximum price of green coffee sold in quantities of less than one bag (approximately 100 lbs.) shall be an amount not to exceed 10% above the maximum prices listed in paragraph (e).

3. *Roasted Kona coffee.* (a) The maximum prices for bulk and packaged coffees established below in paragraphs (d) to (j), inclusive, apply to sales of coffees made on the Island on which the coffees were roasted. Maximum prices for coffees received via another Island are set forth in paragraph (c) below. It is the intent of this section 46 to allow only one markup in the Territory of Hawaii at the wholesale distribution level. If a roaster or primary wholesaler sells to a second wholesaler or ships to another Island, he shall state on the invoice his maximum price determined in accordance with this section.

(b) No extra charges may be made for local delivery. For deliveries outside the local area, the seller by obtaining prior approval of the Office of Price Administration, Honolulu, may add to the ceiling price an amount not to exceed the prevailing local commercial trucking rates provided that during the calendar year 1941 it was his custom to make extra charges for such deliveries. Roasters making sales to other Islands may add to the maximum prices set forth below in paragraphs (d) to (j), inclusive, cartage charges from warehouse to dock computed at a rate not in excess of $1.20 per ton, weight or measurement, provided the coffee is moved to the dock at the roaster's expense.

(c) To the roaster's or primary wholesaler's maximum price, the distributor of Kona coffees received from or via another Island may add the following:

(1) The ocean transportation charges actually incurred including war risk and marine insurance, and Territorial tolls.

(2) Cartage charges in the port of destination from dock to warehouse computed at a rate not in excess of $2.65 per ton on Molokai and $1.20 per ton on all other Islands weight or measurement, provided that the coffee is moved from the dock at the secondary wholesaler's expense.

(d) The maximum wholesale bulk prices established in paragraph (e) below are for bulk coffees sold in paper bags. When sold in containers other than paper bags, the actual package costs may be added to the price.

(e) The maximum wholesale prices of roasted Kona coffees in bulk in paper bags shall be as follows:

ALL ISLANDS EXCEPT HAWAII

Grade of green	Maximum prices effective Aug. 1, 1943	Maximum prices effective Jan. 1, 1944	Maximum prices effective Apr. 1, 1944
	Per lb.	*Per lb.*	*Per lb.*
No. 1 extra prime, Extra prime, Peaberry	$0.246	$0.264	$0.277
Prime	.239	.253	.264
No. 3 X	.224	.233	.24
No. 3	.209	.215	.218

HAWAII

No. 1 extra prime, Extra prime, Peaberry	$0.238	$0.255	$0.269
Prime	.231	.245	.256
No. 3 X	.216	.225	.232
No. 3	.201	.207	.211

(f) *Formulas.* The maximum prices of bulk Kona coffees in paragraph (e) above are based upon the cost of the green coffees. If the formula of any roaster contains two or more grades selling at two or more different prices, the maximum price for that brand shall be the weighted average price of the maximum prices of the various grades contained in the roaster's formula. For example, if a particular brand of coffee roasted on Oahu has a formula of 60% Extra prime and 40% prime, the maximum price would be:

.60 × $0.246 = $0.1476
.40 × 0.239 = 0.0956

Maximum wholesale price = $0.2432 per pound.

(1) Maximum prices as computed above may be reduced to the nearest lower tenth of a cent if the fraction is less than 5/100ths of a cent and may be increased to the nearest higher tenth of a cent if the fraction is 5/100ths of a cent or more.

(g) The maximum wholesale prices of packaged Kona coffees shall be the sum of the maximum prices listed in paragraph (h) below plus the cost of the package provided for in paragraph (i) below.

(h)

ALL ISLANDS EXCEPT HAWAII

Grade of green	Maximum prices effective Aug. 1, 1943	Maximum prices effective Jan. 1, 1944	Maximum prices effective April 1, 1944
	Per lb.	*Per lb.*	*Per lb.*
No. 1 extra prime, Extra prime, Peaberry	$0.249	$0.267	$0.28
Prime	.24	.254	.265
No. 3X	.225	.234	.241
No. 3	.21	.216	.22

HAWAII

No. 1 extra prime, Extra prime, Peaberry	$0.241	$0.258	$0.272
Prime	.232	.246	.257
No. 3X	.217	.227	.233
No. 3	.202	.209	.212

(i) To the maximum prices established in paragraph (h) above may be added the actual cost of the containers including the corrugated shipping cartons used for shipment to other Islands.

(j) *Formulas.* The maximum prices of packaged Kona coffees are based upon the cost of the green coffees. If the formula of any roaster contains two or more grades selling at two or more different prices, the maximum price for that brand shall be the weighted average price of the maximum prices of the various grades contained in the roaster's formula. For example, if a particular brand of packaged coffee roasted on Oahu has a formula of 80% Prime and 20% No. 3, the maximum price would be:

.80 × $0.24 = $0.1920
.20 × 0.21 = 0.042

Maximum wholesale price before addition of package cost = $0.234

(1) Maximum prices as computed above may be reduced to the nearest lower tenth of a cent if the fraction is less than 5/100ths of a cent and may be increased to the nearest higher tenth of a cent if the fraction is 5/100ths of a cent or more.

[Sec. 46 added by Am. 12, 8 F.R. 11849, effective 8-1-43]

SEC. 47. *Maximum prices for shoes and slippers at wholesale and at retail.* (a) To what transactions, products and persons this ceiling applies.

(1) *What commodities are covered.* This section 47 applies to all shoes and slippers which are manufactured on, or imported from, the mainland, and which are classified as follows:

(i) *Women's and misses' shoes and slippers.* This applies to all feminine footwear commonly known as ladies', women's, girls' and misses' shoes and slippers, including but not limited to street, evening, play, sport, uniform, sandals and similar types.

(ii) *Men's and boys' shoes and slippers.* This applies to all masculine footwear commonly known as men's and boys' shoes and slippers, including but not limited to street, work, sport, play, boots, slippers and similar types.

(iii) *Children's shoes and slippers.* This applies to all footwear commonly known as children's shoes and slippers.

(iv) *Infant's shoes and slippers.* This applies to all infant's shoes and slippers, including but not limited to both hard-soled and soft-soled shoes and slippers.

(2) *What transactions are covered.* This section applies only to sales at wholesale and sales at retail of the shoes and slippers listed and described in paragraph (a) (1).

(3) The pricing provisions of this section shall not be applicable until October 4, 1943 to retail sales of any commodity covered by this section which are in the inventory of any retailer on August 16, 1943, *Provided, however:* That on and after August 16, 1943, the maximum price of any commodity in the inventory of any retailer on August 16, 1943 which is the same or similar to any new commodity received in inventory after August 16, 1943, shall not exceed the maximum price established herein for such new commodity.

[Subparagraph (3) amended by Am. 18, 8 F.R. 14139, effective 8-16-43]

(b) Maximum prices for sales at wholesale.

(1) The maximum price for sales at wholesale of any article listed and described in paragraph (a) (1) shall be a price 1.20 times the "landed cost" of that article; *Provided* That:

(i) The jobber or wholesaler regularly carries such article in stock and has heretofore carried such article in stock; and

(ii) The particular article being priced was sold out of such stock; and

(iii) The particular article being priced was invoiced and shipped to the wholesaler or jobber.

(2) For articles imported directly from the mainland, "landed cost" shall be the total of the following amounts:

(i) An amount equal to the manufacturer's selling price.

(ii) An amount equal to the transportation charges, if any, actually incurred by the wholesaler for transportation from the mainland point at which the wholesaler received delivery, to the mainland port of shipment, (including Federal transportation tax and terminal charges), not in excess of public (common or contract) carrier rates.

(iii) An amount equal to mainland storage charges, and insurance in connection therewith, actually incurred by the wholesaler, but charges for storage and insurance in connection therewith in excess of six months shall not be included.

(iv) An amount equal to cartage charges actually incurred by the wholesaler for cartage from warehouse to dock in port of shipment, not in excess of public (common or contract) carrier rates.

(v) An amount equal to charges for ocean freight, war risk and marine insurance actually incurred by the wholesaler; and there may be included in this amount Territorial tolls and tonnage tax as shown on the bill of lading. However, the amount by which any cost of war risk insurance exceeds the rates charged by the War Shipping Administration shall not be included but the type of coverage is at the discretion of the buyer or seller.

(vi) An amount equal to cartage charges in the port of entry in the Territory of Hawaii from dock to warehouse, computed at a rate not in excess of $1.20 per ton, weight or measurement, provided that the commodity is moved from the dock at the wholesaler's expense.

(3) For commodities received via another island in the Territory the wholesaler or jobber who satisfies the conditions as to inventory set forth in paragraph (b) (1) above shall calculate his maximum price for each article covered by this section by adding the amounts specified in the following subdivisions (i), (ii), (iii) and (iv):

(i) An amount equal to the maximum wholesale price in the island from which the article is transshipped as calculated under paragraph (b) (1) above.

(ii) An amount equal to cartage charges for cartage from the warehouse to the dock in the island from which the article was shipped calculated at the rate set forth in paragraph (b) (2) (vi) above, whether or not such cartage charges are actually incurred.

(iii) An amount equal to charges for ocean freight, war risk and marine insurance actually incurred by the wholesaler for transshipment between the islands and there may be included in this amount Territorial tolls and tonnage tax as shown on the bill of lading. However, the amount by which any cost of war risk insurance exceeds the rates charged by the War Shipping Administration shall not be included but the type of coverage is at the discretion of the buyer or seller.

(iv) An amount equal to cartage charges in the island on which the wholesaler is located, from dock to warehouse computed at a rate not in excess of the amount set forth in paragraph (b) (2) (vi) above, provided that the article is moved from the dock at the wholesaler's expense.

(4) The maximum price for sales at wholesale of any article listed and described in paragraph (a) (1) by a person who has not heretofore regularly carried such article in stock, and such article is not being sold out of stock, and such article was not invoiced and shipped to such person, shall be governed by Sections 2 and 3 of the General Maximum Price Regulation for Hawaii.[*]

(5) Any person who regularly carries shoes and slippers in stock and sells at wholesale out of such stock and who receives in such stock a new article covered by paragraph (a) (1) not heretofore carried in stock may apply to the Office of Price Administration for a maximum price, setting forth the "landed cost" for such article as specified in paragraph (b) (2). The Office of Price Administration may fix a price for such new article.

(c) Maximum prices for sales at retail.

(1) The maximum price for any article listed and described in subparagraph (a) (1) which the retailer purchases from the manufacturer or from a person selling at wholesale pursuant to paragraph (b) (4) shall be a price 1.75 times the manufacturer's selling price for such article.

(2) The maximum price for any article listed and described in subparagraph (a) (1) which the retailer purchases from a local jobber or wholesaler who satisfies the conditions as to inventory set forth in paragraph (b) (1) shall be a price 1.50 times the invoice cost.

(3) The maximum price for any article listed and described in subparagraph (a) (1) of this section which the retailer purchases from a mainland jobber or wholesaler shall be 1.50 times the sum of the wholesaler's or jobber's invoice price plus the amounts set forth in subdivisions (ii), (iii), (iv), (v), and (vi) of subparagraph (b) (2) of this section.

[Subparagraph (3) amended by Am. 31, 9 F.R. 301, effective 11-15-43]

(4) Whenever the calculation of a maximum retail price results in an odd-cent maximum price, the maximum price may be adjusted to the nearest nickel.

[Subparagraph (4) added by Am. 18, 8 F.R. 14139, effective 8-16-43]

(d) *Application for approval of prices for nationally advertised articles.* Application may be made for approval of a price for an article listed and described in paragraph (a) (1) which is nationally advertised by the manufacturer thereof, who also requires that such article be sold at the prices established by such manufacturer. The applicant must set forth:

(1) Description of the article or line to be priced.

(2) Proof that the manufacturer has established a resale price and that such price is so marked on the article that any purchaser can know that it is a nationally advertised price.

(3) A statement that the seller will not sell such article at a price higher than such nationally advertised price. Such application need not be made where such nationally advertised price is not in excess of the maximum price as calculated under this section.

(e) *Records and reports.*—(1) *Purchase records required of persons making sales at wholesale.* Every person making sales at wholesale of any article listed and described in paragraph (a) (1) shall keep and make available for examination by this Office for so long as the Emergency Price Control Act of 1942, as amended, remains in effect, complete and accurate records of each purchase of each such article showing:

(i) The date of purchase and the date of receipt.

(ii) The name and address of the vendor.

(iii) The price paid.

(iv) The quantity purchased.

(v) The manufacturer's selling price. If the person did not purchase the article from the manufacturer but is relying upon his vendor's written statement of the manufacturer's selling price, he shall keep such statement and make it available for examination by this Office for a period of not less than two years after sale of the article.

(vi) All data including purchase, freight, and other invoices or memoranda reflecting the charges incurred by such person in arriving at his "landed cost". Data relating to "landed cost" need not be kept by a person making sales at wholesale pursuant to paragraph (b) (4).

(2) *Sales records required of persons making sales at wholesale.* Every person making sales at wholesale of any article listed and described in paragraph (a) (1) shall invoice each sale of each such article. The original invoice shall be delivered to the buyer and shall state:

(i) The date of sale.

(ii) Itemized list of articles sold.

(iii) The manufacturer's selling price for each such article if the maximum price at wholesale is determined under paragraph (b) (4).

(iv) Such person's ceiling price at wholesale for each article.

(v) The retailer's ceiling price for each article as calculated under paragraph (c). (Use by the wholesaler of a rubber stamp stating in effect "Your retail ceiling price is ------ times this invoice price," or "Your retail ceiling price is ------ times the manufacturer's selling price," as the case may be, will be considered compliance with this requirement. Blank spaces should, of course, be filled in with the appropriate multiple.)

A copy of this invoice shall be kept by the person making sales at wholesale, for examination by this Office for so long as the Emergency Price Control Act of 1942, as amended, remains in effect.

(3) *Purchase records required of persons making sales at retail.* Every person making sales at retail of any article

[*] 8 F.R. 5307, 6362, 14765, 15586; 9 F.R. 579, 4239, 6238, 6817.

listed and described in paragraph (a) (1) shall keep and make available for examination by this Office for so long as the Emergency Price Control Act of 1942, as amended, remains in effect complete and accurate records of each purchase of each such article showing:

(i) The date of receipt.

(ii) The name and address of the vendor.

(iii) The manufacturer's selling price if priced under paragraph (c) (1).

(iv) The invoice cost if priced under paragraph (c) (2).

(v) If priced under paragraph (c) (3) all data including freight and other invoices or memoranda reflecting the charges incurred by the retailer in arriving at his "landed cost".

(vi) The manufacturer's stock number, if available.

(vii) The retailer's stock number, if any.

(viii) The percentage used in determining the maximum price.

(ix) The retailer's ceiling price.

The retailer may list the information required above on each purchase invoice covering the article. If the retailer did not purchase the article from the manufacturer but is relying upon his supplier's written statement of the manufacturer's selling price he shall keep such statement and make it available for examination by this Office for so long as the Emergency Price Control Act of 1942, as amended, remains in effect. The retailer shall likewise keep and make available for examination by this office for so long as the Emergency Price Control Act of 1942, as amended, remains in effect his purchase invoice covering that article.

(4) *Sales records required of persons making sales at retail.* (i) Any retailer who has customarily given a purchaser a sales slip, receipt, or similar evidence of purchase shall continue to do so. Upon request from a purchaser any retailer regardless of previous custom shall give the purchaser a receipt showing the date, the name and address of the retailer, a description of the article sold and the price received for it.

(ii) Every retailer shall keep and make available for examination by this Office for so long as the Emergency Price Control Act of 1942, as amended, remains in effect records of the same kind he has customarily kept relating to the price charged for such article and in addition records showing as precisely as possible the basis upon which he determined the maximum price for such article.

(f) *Definitions.* When used in this section 47 the term:

(1) "Manufacturer's selling price" means: (i) except in the cases mentioned in subdivision (ii) below, the price at which the manufacturer of the article sold and invoiced it, less all discounts and allowances (except discounts for prompt payment, or parts thereof, up to 5 percent), and shall not include any transportation costs, marine or war risk insurance, storage charges, or any other charge;

(ii) In the case of an article sold pursuant to paragraph (b) (4) hereof, the price at which the manufacturer of the article sold and invoiced it to the wholesaler before deduction of discounts or commissions, but shall not include any transportation costs, marine or war risk insurance, storage charges, or any other charge.

(2) [Revoked]

[Subparagraph (2) revoked by Am. 18, 8 F.R. 14139, effective 8–16–43]

(3) "Sale at wholesale" means a sale to any person other than an ultimate consumer, and includes any transaction by a person acting as agent of a seller, whether he guarantees the account or not.

(4) "Sale at retail" means a sale to an ultimate consumer.

(5) "Person" includes an individual, corporation, partnership, association, any other organized group of persons, legal successor or representative of any of the foregoing, and includes the United States, any agency thereof, any other government or any of its political subdivisions and any agency of any of the foregoing.

(6) One article shall be deemed "similar" to another article if the first has the same use as the second, affords the purchaser fairly equivalent serviceability, and belongs to a type which would ordinarily be sold in the same price line. In determining the similarity of such article, differences merely in style or design which do not substantially affect use, or serviceability, or the price line in which such articles would ordinarily have been sold, shall not be taken into account.

(g) *Maximum prices for assorted job lot merchandise.* In cases where a wholesaler or retailer purchases an assorted job lot of merchandise invoiced to him for a single or blanket price, he may make application to the Office of Price Administration for approval of his own allocation of the cost of such merchandise to the different articles involved. Such application shall show the resulting maximum wholesale or retail prices determined on the basis of such allocated costs.

(h) *Maximum prices for certain merchandise purchased at lower than manufacturer's maximum price.* In cases where a wholesaler or retailer purchases from a manufacturer or wholesaler located outside the Territory of Hawaii any article listed and described in subparagraph (a) (1) of this section, at a price lower than the manufacturer's maximum price and lower than a price which the purchaser previously paid for the same or similar merchandise, and where such lesser price was paid by reason of the size of the purchase or the seasonal nature of the goods, application may be made to the Office of Price Administration for a maximum price for resale of the merchandise, which maximum price is based upon the higher price previously paid to such manufacturer, and the appropriate multiple provided by the section. Any such application must be accompanied by the invoice for the goods in question and the invoice establishing the former higher price, or other evidence of a similar nature.

[Paragraphs (g) and (h) added by Am. 31, 9 F.R. 801, effective 11–15–43]

(i) *Posting and marking of prices.* Notwithstanding the provisions of section 10 of this regulation, the following posting and marking provisions shall be applicable to this section 47:

(1) *Posting.* On and after the effective date of this section every person who sells or offers to sell any article listed and described in paragraph (a) (1) at retail shall post in a conspicuous place in a manner plainly visible to and understandable by the purchasing public in the department or portion of the premises where any such article is sold or offered for sale, a sign stating "Each pair of shoes and slippers in this store (or on this counter, shelf, or in this case, bin or rack) is marked and sold at our ceiling price or less."

(2) *Marking.* On and after the effective date of this section no person shall sell or deliver or offer for sale any article listed and described in paragraph (a) (1) at retail unless there is firmly attached to such article a stamp, tag or other marking showing the selling price. Such selling price must be plainly visible to and understandable by the purchasing public.

[Paragraph (i) added by Am. 38, 9 F.R. 1528, effective 2–11–44]

(j) *Inability to determine maximum prices.* Any person who is unable to determine the maximum price for any article covered by this section shall apply to the Office of Price Administration for the establishment of such maximum price.

[Paragraph (j) added by Am. 67, 9 F.R. 6885, effective 5–16–44]

[Sec. 47 added by Am. 13, 8 F.R. 12299, effective 8–16–43 and amended as otherwise noted]

SEC. 48. *Maximum prices for hauling on the Island of Molokai*—(a) *Definitions.* When used in this section 48 the term:

(1) "Package" means a parcel of merchandise in the customary wholesale unit.

(2) "Hauling" means the transportation from one point to another of a package by means of a motor vehicle other than a common carrier and includes such loading and unloading as has been customary in the trade.

(b) [Revoked]

[Paragraph (b) revoked and Tables A and B added by Am. 19, 8 F.R. 14305, effective 9–25–43]

TABLE A—FOR HAULING BETWEEN POINTS WITHIN THE CITY LIMITS OF KAUNAKAKAI

Drums of oil and gasoline	$0.25 per drum
Automobile motors	.15 per motor
Other merchandise when hauled for a retailer or wholesaler in the course of his business:	
Weighing under 105 pounds	.05 per pkg.
Weighing over 105 pounds	.10 per pkg.
Other merchandise when hauled for persons not retailers or wholesalers—the maximum prices established under the General Maximum Price Regulation for the Territory of Hawaii.	

TABLE B—FOR HAULING BETWEEN HOMESTEAD AIRPORT AND HOOLEHUA, C.P.C. OR KAUNAKAKI

Package weighing:	*Per package*
1 to 50 pounds	$0.25
51 to 100 pounds	.35
101 to 150 pounds	.45
Over 150 pounds	.55

NOTE: For all other hauling on the Island of Molokai 15¢ per package.

[Sec. 48 added by Am. 15, 8 F.R. 13019, effective 8–27–43 and amended as otherwise noted]

SEC. 49. *Maximum prices for taro and poi*—(a) *What this section covers.* This section fixes ceiling prices for all sales of wetland taro, poi and ready-mixed poi.

(b) *Ceiling prices for sales of wetland taro.* (1) The ceiling prices for sales of wetland taro which has been pulled, sacked in sacks furnished by the buyer, and delivered at roadside, shall be:

	Oahu	Other Islands
	Cents	*Cents*
Grade A Taro, per pound	3.6	3.35
Marketable Quality Taro, per pound	2.4	2.15

(2) The ceiling prices for all other sales of wetland taro shall be established by order of the Office of Price Administration upon written application of the seller to the Office of Price Administration, Iolani Palace, Honolulu 2, T. H.

(c) *Ceiling prices for sales of poi by producer-wholesalers and retailers.* (1) The ceiling prices for sales of poi by producer-wholesalers and retailers shall be:

	Wholesalers		Retailers	
	Oahu	Other islands	Oahu	Other islands
	Cents	*Cents*	*Cents*	*Cents*
Per pound	11	8	13	10

Wholesalers may add 1¼% to the ceiling prices listed above on sales to buyers who do not have a gross income license.

(2) The ceiling prices for all other sales of poi shall be established by order of the Office of Price Administration upon written application of the seller to the Office of Price Administration, Iolani Palace, Honolulu 2, T. H.

(d) *Ceiling prices for sales of ready-mixed poi.* (1) The ceiling prices for sales of ready-mixed poi shall be:

	Oahu	Other islands
	Cents	*Cents*
Per pound	9	6

(e) *Definitions.* When used in this section, the terms:

(1) "Grade A taro" means taro suitable for poi manufacture which meets the specifications set forth under the title, "Suggested Hawaiian Grades on Taro for Poi Manufacture" in Agricultural Circular #156 Revised November 15, 1943, prepared by Agricultural Economics Division, Agricultural Extension Service, University of Hawaii.

(2) "Marketable quality taro" means any taro suitable for poi manufacture that does not meet the specifications of Grade A Taro.

(3) "Poi" means the unadulterated product of the edible taro root made into a paste, which shall contain not less than 30 per cent of total solids.

(4) "Ready-mixed poi" means strained poi mixed with water and containing not less than 18 per cent of total solids.

(f) *Records and invoices.* In addition to the records required by the provisions of section 10 of this Maximum Price Regulation No. 373, sellers making sales covered by this section other than at retail shall at the time of delivery furnish the buyer with an invoice or sales memorandum showing the name and address of the seller and buyer, the kind, quantity and grade of the commodity sold and the price charged or received therefor.

[Sec. 49 added by Am. 15, 8 F.R. 13019, effective 8–9–43 and amended by Am. 41, 9 F.R. 2659, effective 1–27–44]

SEC. 50. *Maximum prices for certain shell jewelry manufactured in the Territory of Hawaii*—(a) *Maximum prices for Niihau shell leis.* (1) Maximum prices for sales in the Territory of Hawaii of Niihau shell leis shall be:

	Size	Maximum wholesale price	Maximum retail price
Leis made exclusively of white Niihau shells (momi keokeo or white Niihau shells mixed with lesser amounts of Niihau colored shells.	30" strand	$1.00	$1.50
Leis made exclusively of Niihau yellow or tan colored shells (momi lenalena), except as varied by small admixtures of other Niihau colored shells.	30" strand	1.25	1.90
Leis made exclusively of Niihau small pink, red, or brown shells known as kahelelani, or of kahelelani varied with small amounts of other Niihau colored shells.	30" strand	1.50	2.25

(b) *Maximum prices for jewelry made with cowry shells and cat's eyes*—(1) *Manufacturer's maximum prices.* If you are a manufacturer of any item of jewelry made from cowry shells or cat's eyes, you determine your maximum prices for such items in the following manner: First, multiply the number of shells used by the price per shell listed in the Shell Price Table below, for the type and size of shell used. To this amount add the net cost of other materials used in the article being manufactured, which in no case may be higher than the maximum wholesale price. Then multiply this total by 1.50. The resulting price is your maximum price.

SHELL PRICE TABLE

Type	Size	Price
		Each
Cowry shell	Small, ⅜" long or less	$0.05
Cowry shell	Medium, ⅜" to 1¼" long	.10
Cowry shell	Large, over 1¼" long	.15
Cat's eye	Small, ½" long or less	.50
Cat's eye	Medium, ½" to ¾" long	.75
Cat's eye	Large, over ¾" long	1.00

(2) *Retailer's maximum prices.* If you are a retailer, you determine your maximum prices for sales of any item of jewelry made from cowry shells or cat's eyes in the following manner: First, multiply your manufacturer's selling price by 1.50. Then adjust this amount to the nearest nickel. The resulting price is your maximum price.

(c) *Inability to determine maximum prices.* If you are unable to determine your maximum price for any article covered by this section, you shall apply to the Office of Price Administration for the establishment of a maximum price.

(d) *Definitions.* (1) "Shell jewelry" means all jewelry made of, set or mounted with natural shells or parts of shells.

(2) "Cowry shell" is the solid oval or pear-shaped shell of a genus of good-sized mollusks. There are many species of cowries, differing both in color and size. Money cowries, ring cowries, golden-ringer cowries, measled cowries, tiger cowries, humpback cowries, and leho are among the names commonly given to these shells.

(3) "Cat's eye" is the thick calcareous operculum to a turbine shell. A cat's eye is convex on the exterior and polished, with ordinarily a bright green spot in the center.

(4) "Other materials used" include such materials as chains, pins, earrings, rings, etc., which are used in the manufacture of jewelry made with cowry shells and cat's eyes, but do not include cotton or other material used for packing the shells, cement, and similar incidental supplies.

(5) "Net cost" is the amount the manufacturer paid his supplier (a manufacturer or wholesaler) for "other materials used" less all discounts and allowances.

(6) "Niihau shell leis" mean leis made exclusively of shells commonly known in the Territory of Hawaii as Niihau shells.

[Sec. 50 added by Am. 16, 8 F.R. 13023, effective 9–1–43; and Am. 68, 9 F.R. 7262, effective 6–19–44]

SEC. 51. *Maximum prices for used tires and tubes.* (a) Maximum Price Regulation No. 107,[1] except as otherwise provided herein, governs the sale of used tires and tubes in the Territory of Hawaii.

(b) Maximum prices for Grade II used tires and basic carcasses shall be 60 per cent of the maximum prices established by Maximum Price Regulation No. 107.

(c) Grade II used tires are tires for which the maximum price when new is 85 per cent or less of the maximum price established for first line manufacturers' brands by § 1315.110 Appendix "A" of Price Schedule No. 63, and any retreaded or recapped tire which has been run 1000 miles or more after having been retreaded or recapped.

(d) The maximum price for any used tire purchased by a dealer between and including August 11, 1943 to September 4, 1943, pursuant to the "Idle Tire Pur-

[1] Revoked: 9 F.R. 4348.

chase Plan" of the Office of Price Administration, Hawaii Territorial Office, shall upon resale of such tire be the applicable maximum price established above plus 25 per cent thereof. In such case, the seller shall furnish the buyer with an invoice, or other sales memo, describing the tire as to size, make and serial number, and upon which such additional 25 per cent or part thereof is separately stated as "Idle Tire Purchase Plan Charge."

[Sec. 51 added by Am. 18, 8 F.R. 14139, effective 8-11-43]

SEC. 52. *Maximum prices for women's and girls' wear and accessories at wholesale and retail*—(a) *To what transactions, products and persons this section applies*—(1) *What commodities are covered.* This regulation applies to all women's and girls' wear and accessories (but does not apply to children's and infants' wear sizes 0 to 6), which are classified and defined as follows:

(i) *Dresses.* This classification includes all feminine outerwear garments of one or more pieces sold at a unit price commonly known as dresses whether used for street, evening, house or utility wear, and including jumpers, smocks, pinafores, brunch coats, uniform dresses, aprons, and similar articles.

(ii) *Suits.* This classification includes all two-piece feminine outerwear garments, untrimmed, trimmed or furtrimmed, commonly known as suits and consisting of a separate jacket and skirt sold at a unit price and which are intended for wear with a blouse, dickey or similar garment, and includes uniform suits.

(iii) *Coats and jackets.* This classification includes feminine outerwear garments commonly known as coats or jackets whether sport, two-third, three-quarter or full length, and whether trimmed, fur-trimmed, or untrimmed, sport or dress, and includes capes, wraps, separate redingotes and similar articles, but does not include rainwear garments, sweaters and sweater type jackets, beach or play coats or jackets.

(iv) *Rainwear.* This classification includes all those feminine outerwear garments which are commonly regarded as having as their chief use protection against rain, and includes coats, jackets, capes, hoods, hats, and similar items designed for this use.

(v) *Slack suits.* This classification includes two-piece feminine outerwear garments commonly known as slack suits and consisting of separate slacks and blouse and shirt, slacks and jacket or jerkin sold at a unit price, but does not include coveralls, overalls, jeans, clam-diggers and similar garments.

(vi) *Separate slacks and coveralls.* This classification includes all feminine outerwear garments commonly known as separate slacks, coveralls, overalls, jeans, clam-diggers and similar garments.

(vii) *Skirts.* This classification includes all feminine outerwear garments commonly known as separate skirts, including evening skirts and culottes.

(viii) *Shirts and blouses.* This classification includes feminine outerwear garments commonly known as shirts, blouses, and waists with short or long sleeves and made of woven fabric and including jersey knit fabrics but does not include any other knitted or knit garments such as cotton beach combers, polo shirts, and similar items which are considered to be sweaters.

(ix) *Sweaters.* This classification includes feminine outerwear garments commonly known as sweaters, sweater coats and pull-overs which are knit or knitted, and whether made of wool, cotton, rayon or any mixture thereof, and includes sleeveless sweaters, twin sweater sets, sweater coats, pull-overs, knitted polo shirts, beach combers, knitted jerkins, sweat coats and similar items not specifically defined as coats, blouses or play clothes.

(x) *Play clothes.* This classification includes feminine outerwear garments commonly known as play clothes and designed primarily for play, swim or beach wear, and includes combinations of shorts, short skirt with blouse or bra-top attached or detached, which are sold at a unit price with or without a detachable over-skirt, and also includes separate shorts, halters, beach coats, capes, matching fabric belts and sashes, swim suits, sun suits, and similar items.

(xi) *House coats and robes.* This classification includes all feminine garments commonly known as lounge or hostess wear, and includes robes, house coats, hostess coats, coolie coats, hostess pajamas, negligees, negligee and gown sets, and similar items whether made or knitted or woven fabrics.

(xii) *Woven and knitted underwear and nightwear.* This classification includes all feminine garments commonly known as underwear or nightwear, including but not limited to slips, petticoats, nightgowns, pajamas, bed jackets, panties, chemises, pantie-bra sets sold at a unit price, and similar items whether trimmed or untrimmed.

(xiii) *Foundation garments.* This classification includes all feminine undergarments commonly known as foundation garments and includes all elastic and non-elastic corsets, combinations, girdles, surgical belts, pads and similar items.

(xiv) *Brassieres.* This classification includes all feminine undergarments commonly known as brassieres.

(xv) *Millinery.* This classification includes feminine wear commonly known as millinery or hats whether made of straw, lauhala or other plant fibres, fabric or felt, and includes hats, caps, veils, turbans and similar items, but does not include fabric head scarfs.

(xvi) *Handbags.* This classification includes bags or purses made of fabric, leather, leatherette, plastic, beads or similar materials whether designed for use for street or evening wear, and whether trimmed or untrimmed, but does not include bags or purses made in the Territory of Hawaii of lauhala, bamboo, coconut or similar plant fibres.

(xvii) *Hosiery.* This classification includes all women's hosiery of any length whether made of nylon, silk, rayon, cotton, wool, or any mixture thereof and including anklets, socks and peds.

(xviii) *Gloves.* This classification includes all feminine gloves made of leather, fabric, leatherette, crocheted or knitted goods or similar materials.

(xix) *Handkerchiefs.* This classification includes all handkerchiefs made of cotton, linen, rayon, silk or similar fabrics whether designed for sport, dress or evening wear, but does not include bandannas or neckerchiefs.

(xx) *Scarfs.* This classification includes all scarfs of wool, cotton, rayon, silk, or any other woven or knitted materials whether designed for use as head scarfs, neck scarfs, or sashes, and includes all neckerchiefs, bandannas and shawls designed to be worn on the person.

(xxi) *Neckwear.* This classification includes feminine wear commonly known as neckwear and includes collars, dickeys, vests, vestees, cuffs, jabots whether made of fabric, plastic or beads, ready-made collars or sets of flouncing, ruching and similar items.

(xxii) *Belts.* This classification includes feminine wear commonly known as belts which are designed to be worn over outer wear, whether made of fabric, leather, leatherette, wood, lauhala, or similar materials, but does not include belts for play clothes as defined under (x) above.

(xxiii) *Miscellaneous accessories.* This classification includes articles of adornment for wear on the person including but not limited to artificial flowers, but does not include ornaments covered by MPR 374,[*] "Jewelry and Certain Other Articles in the Territory of Hawaii."

(2) *What transactions are covered.* This section applies to sales at wholesale, sales at retail, sales by manufacturing-wholesalers, and sales by manufacturing-retailers of women's and girl's wear set forth in paragraph (a) (1). This section does not apply to sales by custom tailors or dressmakers of garments which are manufactured to the individual measurements of the ultimate consumer.

[Subparagraph (2) amended by Am. 50, 9 F.R. 4194, effective 3-20-44]

(b) *Maximum prices for sales at wholesale*—(1) *Wholesalers and jobbers.* Except in the case of inter-island shipments mentioned in subparagraph (3) below, the maximum price for sales at wholesale of any article listed and described in paragraph (a) which was manufactured outside the Territory of Hawaii shall be the amount determined either by multiplying the manufacturer's selling price, less all trade, cash or other discounts, except cash discounts up to 2%, by 1.25, or by multiplying the "landed cost" by 1.20; *Provided*, That:

(i) The wholesaler or jobber regularly carries such classification of articles in stock and has heretofore carried such classification of articles in stock, and

(ii) The particular article is to be sold out of such stock, and

(iii) The particular article was invoiced and shipped to the establishment of the wholesaler or jobber; and the wholesaler or jobber shall elect to use one of the two alternate methods of determining the maximum price and shall use it for all articles sold by him which are covered by this section. The method elected may not thereafter be changed without written permission of the Office of Price Administration. The wholesaler or jobber must send this office a statement of the method elected, on or before October 1, 1943.

(2) *"Landed cost".* For articles imported from outside the Territory of Hawaii "landed cost" shall be the total of the following amounts:

(i) An amount equal to the manufacturer's selling price less all trade, cash or other discounts and allowances, except cash discounts up to 2%.

(ii) An amount equal to the transportation charges, if any, actually incurred by the wholesaler for transportation from the mainland point at which the wholesaler received delivery, to the mainland port of shipment (including Federal transportation tax and terminal charges) not in excess of public (common or contract) carrier rates.

(iii) An amount equal to mainland storage charges, and insurance in connection therewith, actually incurred by the wholesaler, but charges for storage and insurance in connection therewith in excess of three months shall not be included.

(iv) An amount equal to cartage charges actually incurred by the wholesaler for cartage from warehouse to dock in port of shipment, not in excess of public (common or contract) carrier rates.

(v) An amount equal to charges for ocean freight, war risk and marine insurance actually incurred by the wholesaler; and there may be included in this amount territorial tolls and tonnage tax as shown on the bill of lading. However, the amount by which any cost of war risk insurance exceeds the rates charged by the War Shipping Administration shall not be included but the type of coverage is at the discretion of the buyer and seller.

(vi) An amount equal to cartage charges in the port of entry in the Territory of Hawaii from dock to warehouse, computed at a rate not in excess of $1.20 per ton, weight or measurement: *Provided*, That the commodity is moved from the dock at the wholesaler's expense.

[Subparagraphs (1) and (2) amended by Am. 19, 8 F.R. 14305, effective 9-27-43]

(3) *Inter-island shipments.* In the case of a commodity originally imported from without the Territory of Hawaii to one island of the Territory and subsequently shipped to another island in the Territory, the maximum price in the island of final destination for sale by a wholesaler or jobber who has satisfied the conditions as to inventory set forth in paragraph (1) above, and who has elected the second pricing (column 2) shall be the sum of the amounts specified in subdivisions (i) through (iv) below.

(i) An amount equal to the maximum wholesale price in the island from which the article was shipped, calculated under subparagraph (1) above.

(ii) An amount equal to cartage charges for cartage from the warehouse to the dock in the island from which the article was shipped, calculated at the rate set forth in subdivision (b) (2) (vi) above, whether or not such cartage charges are actually incurred.

(iii) An amount equal to charges for ocean freight, war risk and marine insurance actually incurred by the wholesaler for shipment between the islands, and there may be included in this amount territorial tolls and tonnage tax as shown on the bill of lading. However, the amount by which any cost of war risk insurance exceeds the rates charged by the War Shipping Administration shall not be included.

(iv) An amount equal to cartage charges on the island of destination, from dock to warehouse, computed at a rate not in excess of the amount set forth in subdivision (b) (2) (vi) above, provided that the articles are moved from the dock at the wholesaler's expense.

(4) *Maximum prices for locally made articles.* The maximum prices for sales at wholesale of any article manufactured in the Territory of Hawaii listed and described in paragraph (a) of this section by a wholesaler or jobber who satisfies the conditions as to inventory set forth in subdivision (a) (1) (i) (ii) and (iii) shall be those established by sections 2 and 3 of the General Maximum Price Regulation for Hawaii.

(5) *Drop shipments.* The maximum price for sales at wholesale of any article listed and described in paragraph (a) of this section by a person who has not heretofore regularly carried such article in stock, and such article is not being sold out of the stock, and such article was not invoiced and shipped to the establishment of such person, shall be those established by sections 2 and 3 of the General Maximum Price Regulation for Hawaii.

(6) *Manufacturing - wholesalers and manufacturing - retailers.* The maximum price for sales at wholesale of any article listed and described in paragraph (a) of this section which the wholesaler or retailer makes or has made for him from materials owned by him shall be computed by multiplying the sum of the costs of manufacturing by 1.15. The costs of manufacturing shall include only: (i) the wholesale price of the material, which for the wholesaler shall be no higher than his maximum wholesale price for such material and for the retailer shall be the actual cost of the material to him which may in no case be higher than the wholesale price, (ii) the sewing charges as listed with this office under Maximum Price Regulation 20 of the Military Governor of the Territory of Hawaii or Maximum Price Regulation 165 of the Office of Price Administration, and (iii) the maximum price permitted under this regulation for any block prints which may be printed on the articles by or for the manufacturing-wholesaler or manufacturing-retailer.

[Subparagraph (6) amended by Am. 19 and Am. 31, 9 F.R. 301, effective 11-18-43]

(7) *Inability to determine price at wholesale.* Any person who is unable to determine prices under subparagraph (b) (1), (3), (4), (5) or (6) shall apply to the Office of Price Administration for a maximum price. Such application must set forth the manufacturer's selling price less all trade, cash or other discounts and allowances and/or the "landed cost" for such articles as specified in subparagraph (b) (2) of this section.

(8) *Restrictions on mark-up at wholesale.* (i) The maximum price for sales of commodities at wholesale by persons who have purchased from a local wholesaler, jobber, manufacturing-wholesaler or manufacturing-retailer shall be the maximum price which the first wholesaler, jobber, manufacturing-wholesaler or manufacturing-retailer would have been entitled to charge under this section, except maximum prices computed under the provisions of paragraph (b) (10) of this section. The purpose of this paragraph is to prevent the addition of more than one full wholesale markup to a commodity, regardless of the number of wholesalers or jobbers purchasing and reselling the commodity.

[Subparagraph (i) amended by Am. 36, 9 F.R. 1487, effective 12-6-43]

(ii) No part of the wholesale markup may be taken by a wholesaler-retailer on any article listed and described in paragraph (a) of this Section that is sold by any retail outlet owned, controlled by, under the control of, controlling, or in any other way affiliated with respect to ownership or control, with the wholesaler.

(9) *Allowance for block printing.* Where a wholesaler block prints or has block printed for him any article covered in this section he may, for the purpose of determining the maximum price under this regulation, add to the manufacturer's selling price the maximum price permitted by this regulation for such prints.

[Subparagraph (9) added by Am. 31]

(10) *Sales by local sub-jobbers.* The maximum price for sales by a local subjobber of any article, listed and described in paragraph (a) of this section, to a retail establishment, shall be:

(i) Where the sale is by a sub-jobber who has purchased the article from a mainland wholesaler or jobber, whether shipped from the establishment of the wholesaler or jobber or direct from the factory, the maximum price shall be computed by multiplying the wholesaler's or jobber's selling price less all allowable discounts and allowances, except cash discounts up to 8%, by 1.20.

(ii) Where the sale is by a sub-jobber who has purchased the article from a local wholesaler or jobber who has computed the maximum price for the sale under paragraph (b) (1) of this section, the maximum price shall be computed by multiplying the wholesaler's or jobber's allowable maximum price by 1.15.

(iii) Where the sale is by a sub-jobber who has purchased the article from a local wholesaler or jobber who has computed the maximum price for the sale under paragraph (b) (5) of this section applying to drop shipments, the maximum price shall be computed by multiplying the manufacturer's selling price by 1.35.

Any sub-jobber who wishes to establish maximum prices in accordance with this paragraph must file with the Office

[*] 8 F.R. 5313, 10269, 10984.

of Price Administration, Honolulu, T. H., a petition for permission to do so. Such petition must show that the applicant has been regularly engaged in performing the function of a sub-jobber during the year 1943 and must also show the estimated percentage of sub-jobbing business done in relation to the total sales during the years 1942 and 1943.

[Subparagraph (10) added by Am. 36]

(c) *Maximum prices for sales at retail*—(1) *Purchases from Mainland Manufacturers.* The maximum price for sales at retail for any article which the retailer purchases from a mainland manufacturer shall be the amount determined by multiplying the manufacturer's selling price, less all discounts except cash discounts up to 8%, by the figure given below in the first column (1) of the Table of Retail Multiplication Figures for the classification of goods to be priced.

(2) *Purchases from distributors.* The maximum price for sales at retail for any article which the retailer purchases from a person selling at wholesale whose maximum prices for the sale are determined by subparagraph (b) (5) (Drop Shipments) shall be the amount determined by multiplying the manufacturer's selling price by the figure given below in the first column (1) of the table below for the classification of goods to be priced.

(3) *Purchases from mainland wholesalers or jobbers.* The maximum price for sales at retail for any article which the retailer purchases from a mainland wholesaler or jobber shall be the amount determined by multiplying the primary wholesaler's or jobber's selling price, less all allowable discounts and allowances, except cash discounts up to 8%, by the figure given below in the second column of the Table below for the classification of goods to be priced.

[Subparagraph (3) amended by Am. 36]

(4) *Purchases from local wholesalers or jobbers.* The maximum price for sales at retail for any article imported from the mainland and which the retailer purchases from a local wholesaler or jobber shall be the amount determined by multiplying the wholesaler's or jobber's selling price by the figure given below in the third column (3) of the table below for the classification of goods to be priced.

(5) *Locally manufactured articles.* The maximum price for sales at retail of any article made by a manufacturer located in the Territory of Hawaii shall be: If the retailer purchases direct from the manufacturer, the amount determined by multiplying the manufacturer's selling price less all discounts except cash discounts up to 8% by the figure given in the fourth column (4) of the table below; if the purchase of a locally manufactured article is made from a wholesaler, the amount determined by multiplying the manufacturer's selling price by the figure given in the fourth column (4) of the table below.

(6) *Manufacturing-wholesalers and manufacturing-retailers.* The maximum price for any article which the retailer purchases from a local manufacturing-wholesaler or manufacturing-retailer, or which he makes or has made for him, shall be the amount determined by mutiplying the wholesale price as determined under subparagraph (b) (6) by the figure given in the third column (3) of the table below for the classification of goods to be priced.

TABLE OF RETAIL MULTIPLICATION FIGURES

	Column 1	Column 2	Column 3	Column 4
1. Dresses, coats, jackets, suits, rainwear, slack suits, play clothes, housecoats:				
(a) Budget. to $7.75 incl.	1.75	1.57	1.52	1.70
(b) Better: over $7.75	1.80	1.62	1.57	1.75
2. Slacks, shirts and blouses, skirts, sweaters	1.75	1.57	1.52	1.70
3. Woven and knitted underwear, nightwear, brassieres	1.75	1.55	1.50	1.70
4. Foundation garments				
(a) Budget: to $2.75 incl.	1.75	1.55	1.50	1.70
(b) Better: over $2.75	1.85	1.55	1.50	1.80
5. Millinery	2.00	1.72	1.67	1.80
6. Hosiery	1.75	1.55	1.50	1.70
7. Gloves, handbags	1.75	1.55	1.50	1.70
8. Miscellaneous accessories, handkerchiefs, scarfs, belts, neckwear	1.70	1.55	1.50	1.65

NOTE.—All designations or price in the table above with respect to "Budget" or "Better" items refer to the appropriate cost price upon which the retailer will use the multiple in the above table to determine his maximum retail price. For example, if the maximum retail price of a housecoat is to be determined by multiplying $7.50 by one of the multiples, the housecoat is a "Budget" item

(7) *Inability to determine price at retail.* Any person who is unable to determine prices at retail under subparagraph (c) (1) through (7) shall apply to the Office of Price Administration for the establishment of a maximum price.

(8) *Odd cent maximum prices at retail.* Whenever the calculation of a maximum retail price results in an odd cent maximum price, the maximum price may be adjusted to the nearest nickel.

(c) (9) *Allowance for block printing.* Where a retailer block prints or has block printed for him any article covered in this section he may, for the purpose of determining the maximum price under this regulation, add to the manufacturer's selling price or wholesaler's selling price, depending on the source of purchase, the maximum price permitted by this regulation for such prints.

[Subparagraph (9) amended by Am. 31]

(10) *Purchases from local sub-jobbers.* The maximum price for a sale at retail of any article, listed and described in paragraph (a) of this section, purchased from a local sub-jobber, shall be computed by multiplying the sub-jobber's maximum price, less all allowable discounts and allowances by 1.30.

[Subparagraph (10) amended by Am. 36]

(d) *Maximum prices for nationally advertised articles.* Application may be made for approval of a price for an article listed in paragraph (a) which is nationally advertised by the manufacturer thereof, and who requires that such article be sold at the prices established by such manufacturer. The applicant must set forth:

(1) Description of the article or line to be priced.

(2) Proof that the manufacturer has established a resale price and that such price is so marked on the article that any purchaser can know that it is a nationally advertised price.

(3) A statement that the seller will not sell such article at a price higher than such nationally advertised price. Such application of course need not be made where such nationally advertised price is not in excess of the maximum price as calculated under this regulation.

(e) *Maximum prices for assorted job lot merchandise.* In cases where a wholesaler or retailer purchases an assorted job lot of merchandise invoiced to him for a single or blanket price, he may make application to the Office of Price Administration for approval of his own allocation of the cost of such merchandise to the different articles involved. Such application shall show the allocation made by the wholesaler or retailer and shall show the resulting maximum wholesale or retail prices determined on the basis of such allocated costs.

(f) *Maximum prices for certain merchandise purchased at lower than manufacturers maximum price.* In cases where a retailer or wholesaler purchases from a manufacturer or wholesaler located outside the Territory of Hawaii any article listed and described in paragraph (a) of this section, at a price lower than the manufacturer's maximum price and lower than a price which the purchaser previously paid to such manufacturer or wholesaler for the same or similar merchandise, and where such lesser price was paid by reason of the size of the purchase or the seasonal nature of the goods, application may be made to the Office of Price Administration for a maximum price for resale of the merchandise which maximum price is based upon the higher price previously paid to such manufacturer, and the appropriate multiple provided by this section. Any such application must be accompanied by the invoice for the goods in question and the invoice establishing the former higher price, or other evidence of a similar nature.

(g) *Maximum prices for retail sales of exclusive and individual articles.* In cases where a retailer at the special order of an ultimate consumer designs and fabricates for such consumer an exclusive and individual article, application may be made at the Office of Price Administration for a maximum price at retail not to exceed two times the cost of such article as otherwise determined under this section. Articles which are produced on a mass or semi-mass production basis or which are made for stock are not exclusive and individual articles.

(h) *Records and reports.* Notwithstanding the provisions of section 10 of this Maximum Price Regulation 373 the following records and reports must be kept:

(1) *Required of person making sales at wholesale*—(i) *Purchase records.* Every person making sales at wholesale of any article listed in paragraph (a) of this section shall keep and make available for examination by this Office for so long as the Emergency Price Control Act of 1942, as amended remains in effect, complete and accurate records of each purchase of each article showing.

(*a*) The date of purchase and date of receipt.

(*b*) The name and address of the vendor.

(*c*) The price paid, or charged.

(*d*) The quantity purchased.

(*e*) The manufacturer's selling price. If the person did not purchase the article from the manufacturer but is relying upon his vendor's written statement of the manufacturer's selling price he shall keep such statement and make it available for examination by this Office for so long as the E. P. C. A. of 1942, as amended remains in effect.

(*f*) All records and data reflecting the charges incurred by the wholesaler in arriving at the selling price.

(ii) *Sales records.* Every person making sales at wholesale of any article listed in paragraph (a) of this section shall invoice each sale of each such article. The original invoice shall be delivered to the buyer and shall state:

(*a*) The date of sale.

(*b*) Itemized list of articles sold.

(*c*) The manufacturer's selling price for each such article if the maximum price at wholesale is determined under (b) (4) and (5).

(*d*) Such person's ceiling price at wholesale for each article.

(*e*) The retailer's ceiling price for each article as calculated under (c).

(*f*) The price charged or received.

A copy of this invoice shall be made and kept by the person making sales at wholesale, for examination by this Office for so long as the Emergency Price Control Act of 1942, as amended, remains in effect.

(2) *Required of person making sales at retail*—(i) *Purchase records.* Every person making sales at retail of any article listed in paragraph (a) of this section shall keep and make available for examination by this Office for so long as the E. P. C. A. of 1942, as amended, remains in effect, complete and accurate records of each purchase of each such article showing:

(*a*) The date of receipt.

(*b*) The name and address of the vendor.

(*c*) The manufacturer's selling price if priced under paragraphs (c), (1), (2) and (5).

(*d*) The invoice cost if priced under paragraphs (c) (3) and (4).

(*e*) The manufacturer's stock number if available.

(*f*) The retailer's stock number if any.

(*g*) The percentage used in determining the maximum price.

(*h*) The retailer's ceiling price.

The retailer may list the information required above on each purchase invoice covering the article. If the retailer did not purchase the article from the manufacturer but is relying upon his supplier's written statement of the manufacturer's selling price he shall keep such statement and make it available for examination by this Office for so long as the E. P. C. A. of 1942, as amended, remains in effect. The retailer shall likewise keep and make available for examination by this Office for so long as the Emergency Price Control Act of 1942, as amended, remains in effect his purchase invoice covering that article.

(ii) *Sales records.* (*a*) Any retailer who has customarily given a purchaser a sales slip, receipt, or similar evidence of purchase shall continue to do so. Upon request from a purchaser any retailer, regardless of previous custom, shall give the purchaser a receipt showing the date, the name and address of the retailer, a description of the article sold and the price received for it.

(*b*) Every retailer shall keep and make available for examination by this Office for so long as the Emergency Price Control Act of 1942, as amended, remains in effect of any article listed and described in paragraph (a) of this section, records of the same kind he has customarily kept relating to the price charged for such article and in addition records showing as precisely as possible the basis upon which he determined the maximum price for such article.

(i) *Posting and marking of prices.* Notwithstanding the provisions of section 10 of this Maximum Price Regulation 373 the following posting and marking provisions are applicable.

(1) *Posting.* On and after the effective date of this section every person who sells or offers to sell any article listed and described in paragraph (a) of this section at retail shall post in a conspicuous place in a manner plainly visible to and understandable by the purchasing public in the department or portion of the premises where any such article is sold or offered for sale, a sign stating "Each article of women's and girls' wearing apparel and accessories in this store (or on this counter, shelf, or in this case, bin, or rack) is marked and sold at our ceiling price or less."

(2) *Marking.* (i) On and after the effective date of this section no person shall sell or deliver or offer for sale any article listed and described in paragraph (a) of this section at retail unless there is firmly attached to such article a stamp, tag or other marking showing the selling price. Such selling price must be plainly visible to and understandable by the purchasing public.

(ii) All merchandise that is priced pursuant to paragraph (e) must have the lot number which appears on the invoice also clearly marked on the price ticket of each article.

(j) *Definitions.* When used in this section, the term:

(1) "Manufacturer's selling price" means the price at which the manufacturer of the article sold and invoiced it, before the deduction of any discounts or allowances, and shall not include any transportation costs, marine or war risk insurance, storage charges, or any other charge.

(2) "Sale at wholesale" means a sale by a person who receives delivery of a commodity and resells it, without changing its form, to any person other than an ultimate consumer, and includes sales to retailers by manufacturing-wholesalers, but does not include any sale by a producer, manufacturer, or fabricator of any wearing apparel or accessory produced, manufactured or fabricated by him, or on his behalf by an agent or a contractor.

(3) "Wholesaler-retailer" means a firm or person who customarily sells at least 50% of the articles listed and described in paragraph (a) of this section in his own or in an affiliated store.

(4) "Wholesaler's selling price" means the price appearing on the wholesaler's invoice to the retailer less all allowable discounts except cash discounts up to 8%.

[Subparagraph (4) amended by Am. 19]

(5) "Manufacturing - wholesaler" means a wholesaler who has made for him from materials owned by him, articles for sale to a retailer.

(6) "Manufacturing-retailer" means a retailer who has made for him from materials owned by him, articles for sale to an ultimate consumer.

(7) "Wholesaler or jobber" means a person who purchases articles from a manufacturer for the purpose of resale at wholesale.

(8) A "sub-jobber" is a jobber who purchases merchandise from primary wholesalers or jobbers and resells it to retail sellers.

(9) "Primary wholesaler or jobber" means a wholesaler or jobber who has purchased the article directly from the manufacturer.

[Subparagraphs (7), (8) and (9) added by Am. 36]

[Sec. 52 added by Am. 18, 8 F.R. 14139, effective as of September 16, 1943, on the Island of Oahu, and as of September 22, 1943 on all other Islands of the Territory of Hawaii, except as follows with respect to sales at retail of articles in inventory as of September 16, 1943, on the Island of Oahu, and as of September 22, 1943, on the other Islands of the Territory of Hawaii: Such articles need not be priced under this amendment until November 15, 1943, *Provided,* That any such article which is the same or similar to an article received in inventory after September 16, 1943, on the Island of Oahu, or after September 22, 1943, on the other Islands of the Territory of Hawaii, shall not be sold at a price higher than the maximum price established by this amendment for such new article. For the purposes of this provision one article shall be deemed "similar" to another article if the first has the same use as the second, affords the purchaser fairly equivalent serviceability, and belongs to a type which would ordinarily be sold in the same price line. In determining the similarity of such article, differences merely in style or design which do not substantially affect use, or serviceability, or the price line in which such articles would ordinarily have been sold, shall not be taken into account. Sec. 52 amended as otherwise noted]

SEC. 53. *Maximum prices for men's and boys' wear at wholesale and retail*—(a) *To what transactions, products, and persons this section applies*—(1) *What commodities are covered.* This section applies to all men's and boys' wear which are classified and defined as follows:

(i) *Topcoats and overcoats.* This classification includes masculine outerwear garments commonly known as topcoats and overcoats and designed to be worn over other outer apparel.

(ii) *Dress, tropical and wash suits.* This classification includes masculine wear commonly known as men's and boys' suits consisting of a coat, and trousers, with or without a vest and sold at a unit price.

(iii) *Separate or sport coats.* This classification includes all masculine garments commonly sold as separate coats and of a type designed to be worn with dress trousers or slacks, but does not include topcoats, overcoats, or rainwear.

(iv) *Separate trousers and slacks.* This classification includes all masculine garments commonly sold as separate trousers, slacks, and breeches, but does not include work pants.

(v) *Active sportswear.* This classification includes golf, tennis, and other outer shorts, athletic supporters, and sport uniforms, such as basketball suits, baseball suits, and like garments.

(vi) *Dress shirts.* This classification includes masculine garments commonly known as dress shirts in neck sizes, with or without a collar attached, designed to be worn with a tie for street or evening wear, but does not include sport shirts and other casual shirts not sized in neck sizes.

(vii) *Sport shirts.* This classification includes all masculine wear commonly known as sport shirts, and includes Aloha shirts, "T" shirts and Polo shirts, and all other shirts not defined as Dress Shirts in (vi) above, or as work shirts in (xii) below.

(viii) *Pajamas.* This classification includes men's and boys' wear commonly known as pajamas, and includes regular pajamas, brief pajamas, sleep coats, nightgowns, sleep shorts and similar items.

(ix) *Underwear.* This classification includes all masculine garments commonly known as underwear, and includes athletic shirts, athletic drawers, union suits, support garments, and similar items.

(x) *Headwear.* This classification includes all masculine wear commonly known as hats or caps, whether made of fabric, straw, or felt, but does not include straw hats which are made locally of Native Hawaiian Lauhala, coconut, or other similar plant fibres.

(xi) *Rainwear.* This classification includes all masculine garments which are commonly regarded as having for their use protection against rain, and includes jackets, coats, hats, pants, umbrellas, and similar items, but does not include rubbers and other waterproof footwear.

(xii) *Work clothes.* This classification includes all masculine garments commonly known as work clothes, and includes work pants, shirts, socks, gloves, jackets, jumpers, aprons, overalls, uniforms, and similar items.

(xiii) *Accessories.* This classification includes all items worn by men and boys as accessories to the above garments, and includes handkerchiefs, garters, belts, suspenders, and dress or sport socks, but does not include jewelry accessories covered by MPR 374.[37]

(xiv) *Neckwear.* This classification includes all masculine articles worn around the throat, and includes cravats, collars, muffiers, and similar items.

(2) *What transactions are covered.* This section applies to sales at wholesale, sales at retail, sales by manufacturing-wholesalers and sales by manufacturing-retailers of men's and boys' wear set forth in paragraph (a) (1). This section does not apply to sales by custom or merchant tailors of garments which are manufactured to the individual measurements of the ultimate consumer.

[Subparagraph (2) amended by Am. 50, 9 F.R. 4194, effective 3-20-44]

(b) *Maximum prices for sales at wholesale*—(1) *Wholesalers and jobbers.* Except in the case of inter-island shipments mentioned in subparagraph (3) below, the maximum price for sales at wholesale of any article listed and described in paragraph (a) which was manufactured outside the Territory of Hawaii shall be the amount determined either by multiplying the manufacturer's selling price, less all allowable trade, cash or other discounts or allowances, except cash discounts up to two percent, by the figure given in the first column (1) of the Table of Wholesale Multiplication Figures (see below), or by multiplying the "landed cost" by the figure given in the second column (2) of said table: *Provided,* That:

(i) The wholesaler or jobber regularly carries such classification of articles in stock and has heretofore carried such classification of articles in stock, and

(ii) The particular article is to be sold out of such stock, and

(iii) The particular article was invoiced and shipped to the establishment of the wholesaler or jobber; and the wholesaler or jobber shall elect to use one of the two alternate methods of determining the maximum price and shall use it for all articles sold by him which are covered by this section. The method elected may not thereafter be changed without written permission of the Office of Price Administration. The wholesaler or jobber must send this office a statement of the method elected on or before October 13, 1943.

Table of Wholesale Multiplication Figures	Column (1)	Column (2)
Topcoats, overcoats, dress tropical and wash suits, separate or sport coats and slacks, active sportswear, dress and sport shirts, pajamas, headwear, accessories, underwear, and work clothes	$1.29	$1.20

(2) *Landed cost.* For articles imported from outside the Territory of Hawaii "landed cost" shall be the total of the following amounts:

(i) An amount equal to the manufacturer's selling price less all allowable trade, cash or other discounts and allowances, except cash discounts up to two percent.

(ii) An amount equal to the transportation charges, if any, actually incurred by the wholesaler for transportation from the mainland point at which the wholesaler received delivery, to the mainland port of shipment (including Federal transportation tax and terminal charges) not in excess of public (common or contract) carrier rates.

(iii) An amount equal to mainland storage charges, and insurance in connection therewith, actually incurred by the wholesaler, but charges for storage and insurance in connection therewith in excess of three months shall not be included.

(iv) An amount equal to cartage charges actually incurred by the wholesaler for cartage from warehouse to dock in port of shipment, not in excess of public (common or contract) carrier rates.

(v) An amount equal to charges for ocean freight, war risk and marine insurance actually incurred by the wholesaler, and there may be included in this amount territorial tolls and tonnage tax as shown on the bill of lading. However, the amount by which any cost of war risk insurance exceeds the rates charged by the War Shipping Administration shall not be included but the type of coverage is at the discretion of the buyer and seller.

(vi) An amount equal to cartage charges in the port of entry in the Territory of Hawaii from dock to warehouse, computed at a rate not in excess of 1.20 per ton, weight or measurement: *Provided,* That the commodity is moved from the dock at the wholesaler's expense.

(3) *Inter-island shipments.* In the case of a commodity originally imported from without the Territory of Hawaii to one island of the Territory and subsequently shipped to another island in the Territory, the maximum price in the island of final destination for sale by a wholesaler or jobber who has satisfied the conditions as to inventory set forth in sub-paragraph (1) above, and who has elected the second pricing (column 2) shall be the sum of the amounts specified in subdivisions (i) through (iv) below.

(i) An amount equal to the maximum wholesale price in the island from which the article was shipped, calculated under subparagraph (1) above.

(ii) An amount equal to cartage charges for cartage from the warehouse to the dock in the island from which the article was shipped, calculated at the rate set forth in subdivision (b) (2) (vi) above, whether or not such cartage charges are actually incurred.

(iii) An amount equal to charges for ocean freight, war risk and marine insurance actually incurred by the wholesaler for shipment between the islands, and there may be included in this amount territorial tolls and tonnage tax as shown on the bill of lading. However, the amount by which any cost of war risk insurance exceeds the rates charged by the War Shipping Administration shall not be included.

(iv) An amount equal to cartage charges on the island of destination, from dock to warehouse, computed at a rate not in excess of the amount set forth in subdivision (b) (2) (vi) above: *Provided,* That the articles are moved from the dock at the wholesaler's expense.

(4) *Maximum prices for locally made articles.* The maximum prices for sales at wholesale of any article manufactured in the Territory of Hawaii listed and described in paragraph (a) of this section by a wholesaler or jobber who satisfies the conditions as to inventory set forth in subdivisions (b) (1) (i), (ii) and (iii) above, shall be those established by sections 2 and 3 of the General Maximum Price Regulation for Hawaii.

(5) *Drop shipments.* The maximum price for sales at wholesale of any article listed and described in paragraph (a) of this section by a person who has not heretofore regularly carried such article in stock, and such article is not being sold out of the stock, and such article was no invoiced and shipped to the establishment of such person, shall be those established by sections 2 and 3 of the General Maximum Price Regulation for Hawaii.

(6) *Manufacturing-wholesalers and manufacturing-retailers.* The maximum price for sales at wholesale of any article listed and described in paragraph (a) of this section which the wholesaler or retailer makes or has made for him from materials owned by him shall be computed by multiplying the sum of the costs of manufacturing by 1.15. The costs of manufacturing shall include only: (i) the wholesale price of the material, which for the wholesaler shall be no higher than his maximum wholesale price for such material and for the retailer shall be the actual cost of the material to him which may in no case be higher than the wholesale price, (ii) the sewing charges as listed with this office under Maximum Price Regulation 20 of the Military Governor of the Territory of Hawaii or Maximum Price Regulation 165 of the Office of Price Administration, and (iii) the maximum price permitted under this regulation for any block prints which may be printed on the articles by or for the manufacturing-wholesaler or manufacturing-retailer.

[Subparagraph (6) amended by Am. 31, 9 F.R. 301, effective 11-18-43]

(7) *Inability to determine price at wholesale.* Any person who is unable to determine prices under sub-paragraphs (b) (1), (3), (4), (5) or (6) shall apply to the Office of Price Administration for a maximum price. Such application must set forth the manufacturer's selling price less all trade, cash or other discounts and allowances, except cash discount up to two percent, and/or the "landed cost" for such articles as specified in subparagraph (b) (2) of this section.

(8) *Restrictions on mark up at wholesale.* (i) The maximum price for sales of commodities at wholesale by persons who have purchased from a local wholesaler, jobber, manufacturing-wholesaler or manufacturing-retailer shall be the maximum price which the first wholesaler, jobber, manufacturing-wholesaler or manufacturing-retailer would have been entitled to charge under this section, except maximum prices computed under the provisions of paragraph (b) (10) of this section. The purpose of this paragraph is to prevent the addition of more than one full wholesale markup to a commodity, regardless of the number of wholesalers or jobbers purchasing and reselling the commodity.

[Subparagraph (i) amended by Am. 36, 9 F.R. 1487, effective 12-6-43]

(ii) No part of the wholesale markup may be taken by a wholesaler-retailer on any article listed and described in paragraph (a) of this section that is sold by any retail outlet owned, controlled by, under the control of, controlling, or in any other way affiliated with respect to ownership or control, with the wholesaler.

(b) (9) *Allowance for block printing.* Where a wholesaler block prints or has block printed for him any article covered in this section he may, for the purpose of determining the maximum price under this regulation, add to the manufacturer's selling price the maximum price permitted by this regulation for such prints.

[Subparagraph (9) added by Am. 31]

(10) *Sales by local sub-jobbers.* The maximum price for sales by a local subjobber of any article, listed and described in paragraph (a) of this section, to a retail establishment, shall be:

(i) Where the sale is by a sub-jobber who has purchased the article from a mainland wholesaler or jobber, whether shipped from the establishment of the wholesaler or jobber or direct from the factory, the maximum price shall be computed by multiplying the wholesaler's or jobber's selling price less all allowable discounts and allowances, except cash discounts up to 8%, by 1.20.

(ii) Where the sale is by a sub-jobber who has purchased the article from a local wholesaler or jobber who has computed the maximum price for the sale under paragraph (b) (1) of this section, the maximum price shall be computed by multiplying the wholesaler's or jobber's allowable maximum price by 1.15.

(iii) Where the sale is by a sub-jobber who has purchased the article from a local wholesaler or jobber who has computed the maximum price for the sale under paragraph (b) (5) of this section applying to drop shipments, the maximum price shall be computed by multiplying the manufacturer's selling price by 1.35.

Any sub-jobber who wishes to establish maximum prices in accordance with this paragraph must file with the Office of Price Administration, Honolulu, T. H., a petition for permission to do so. Such petition must show that the applicant has been regularly engaged in performing the function of a sub-jobber during the year 1943 and must also show the estimated percentage of sub-jobbing business done in relation to the total sales during the years 1942 and 1943.

[Subparagraph (10) added by Am. 36]

(c) *Maximum prices for sales at retail*—(1) *Purchases from mainland manufacturers.* The maximum price for sales at retail for any article which the retailer purchases from a mainland manufacturer shall be the amount determined by multiplying the manufacturer's selling price, less all allowable discounts except cash discounts up to 8 percent, by the figure given below in the first column (1) of the Table of Retail Multiplication Figures for the classification of goods to be priced.

(2) *Purchases from distributors.* The maximum price for sales at retail for any article which the retailer purchases from a person selling at wholesale whose maximum prices for the sale are determined by subparagraph (b) (5) (Drop Shipments) shall be the amount determined by multiplying the manufacturer's selling price by the figure given below in the first column (1) of the table of Retail Multiplication Figures for the classification of goods to be priced.

(3) *Purchases from mainland wholesalers or jobbers.* The maximum price for sales at retail for any article which the retailer purchases from a mainland wholesaler or jobber shall be the amount determined by multiplying the primary wholesaler's or jobber's selling price, less all allowable discounts and allowances, except cash discounts up to 8%, by the figure given below in the second column of the table below for the classification of goods to be priced.

[Subparagraph (3) amended by Am. 36]

(4) *Purchases from local wholesalers or jobbers.* The maximum price for sales at retail for any article imported from the mainland and which the retailer purchases from a local wholesaler or jobber shall be the amount determined by multiplying the wholesaler's or jobber's selling price by the figure given below in the third column (3) of the table below for the classification of goods to be priced.

(5) *Locally manufactured articles.* The maximum price for sales at retail of any article made by a manufacturer located in the Territory of Hawaii shall be: If the retailer purchases direct from the manufacturer, the amount determined by multiplying the manufacturer's selling price less all allowable discounts except cash discounts up to 8 percent by the figure given in the fourth column (4) of the table below; if the purchase of a locally manufactured article is made from a wholesaler, the amount determined by multiplying the manufacturer's selling price by the figure given in the fourth column (4) of the table below.

(6) *Manufacturing-wholesalers and manufacturing-retailers.* The maximum price for any article which the retailer purchases from a local manufacturing-wholesaler or manufacturing-retailer, or which he makes or has made for him, shall be the amount determined by multiplying the wholesale price as determined under subparagraph (b) (6) by the figure given in the third column (3) of the table below for the classification of goods to be priced.

TABLE OF RETAIL MULTIPLICATION FIGURES

	Column 1	Column 2	Column 3	Column 4
1. Topcoats and overcoats	1.80	1.57	1.50	1.75
2. Dress, tropical, slack, and wash suits; separate trousers and slacks; separate coats, sport coats, sweaters; swim trunks or shorts; sport or dress shirts, pajamas, headwear, neckwear, rainwear	1.75	1.57	1.50	1.70
3. Work clothes, active sportswear	1.70	1.57	1.50	1.65
4. Handkerchiefs, belts, garters, suspenders, dress or sport socks	1.70	1.55	1.50	1.65

(7) *Inability to determine price at retail.* Any person who is unable to determine prices at retail under subparagraphs (c) (1) through (7) shall apply to the Office of Price Administration for the establishment of a maximum price.

[37] 8 F.R. 5313, 10296, 10984.

(8) *Odd cent maximum prices at retail.* Whenever the calculation of a maximum retail price results in an odd cent maximum price, the maximum price may be adjusted to the nearest nickel.

(9) *Allowance for block printing.* Where a retailer block prints or has block printed for him any article covered in this section he may, for the purpose of determining the maximum price under this regulation, add to the manufacturer's selling price or wholesaler's selling price, depending on the source of purchase, the maximum price permitted by this regulation for such prints.

[Subparagraph (9) added by Am. 31]

(10) *Purchases from local sub-jobbers.* The maximum price for a sale at retail of any article, listed and described in paragraph (a) of this section, purchased from a local sub-jobber, shall be computed by multiplying the sub-jobber's maximum price, less all allowable discounts and allowances, by 1.30.

[Subparagraph (10) added by Am. 36]

(d) *Maximum prices for nationally advertised articles.* Application may be made for approval of a price for an article listed in paragraph (a) which is nationally advertised by the manufacturer thereof, and who requires that such article be sold at the prices established by such manufacturer. The applicant must set forth:

(1) Description of the article or line to be priced.

(2) Proof that the manufacturer has established a resale price and that such price is so marked on the article that any purchaser can know that it is a nationally advertised price.

(3) A statement that the seller will not sell such article at a price higher than such nationally advertised price.

Such application of course need not be made where such nationally advertised price is not in excess of the maximum price as calculated under this section.

(e) *Maximum prices for assorted job lot merchandise.* In cases where a wholesaler or retailer purchases an assorted job lot of merchandise invoiced to him for a single c" blanket price, he may make application .o the Office of Price Administration for approval of his own allocation of the cost of such merchandise to the different articles involved. Such application shall show the allocation made by the wholesaler or retailer and shall show the resulting maximum wholesale or retail prices determined on the basis of such allocated costs.

(f) *Maximum prices for certain merchandise purchased at lower than manufacturer's maximum prices.* In cases where a retailer or wholesaler purchases from a manufacturer or wholesaler located outside the Territory of Hawaii any article listed and described in paragraph (a) of this section, at a price lower than the manufacturer's maximum price and lower than a price which the purchaser previously paid to such manufacturer or wholesaler for the same or similar merchandise, and where such lesser price was paid by reason of the size of the purchase or the seasonal nature of the goods, application may be made to the Office of Price Administration for a maximum price for resale of the merchandise, which maximum price is based upon the higher price previously paid to such manufacturer, and the appropriate multiple provided by the section. Any such application must be accompanied by the invoice for the goods in question and the invoice establishing the former higher price, or other evidence of a similar nature.

(g) *Records and reports.* Notwithstanding the provisions of section 10 of this Maximum Price Regulation 373, the provisions of section 52 (h) shall be applicable to this section 53.

(h) *Posting and marking of prices.* Notwithstanding the provisions of section 10 of this Maximum Price Regulation 373, the provisions of section 52 (i) shall be applicable to this section 53, except that in section 52 (i) (1) the words "women's and girls'" shall be changed to "men's and boys'" for the purposes of this section 53.

(i) *Definitions.* When used in this section, the term:

(1) "Manufacturer's selling price" means the price at which the manufacturer of the article sold and invoiced it, before the deduction of any discounts or allowances, and shall not include any transportation costs, marine or war risk insurance, storage charges, or any other charge.

(2) "Sale at wholesale" means a sale by a person who receives delivery of a commodity and resells it without changing its form, to any person other than an ultimate consumer, and includes sales to retailers by manufacturing-wholesalers, but does not include any sale by a producer, manufacturer, or fabricator of any wearing apparel or accessory produced, manufactured, or fabricated by him, or on his behalf by an agent or a contractor.

(3) "Wholesaler-retailer" means a firm or person who customarily sells at least 50% of the articles listed and described in paragraph (a) of this section in his own or in an affiliated store.

(4) "Wholesaler's selling price" means the price appearing on the wholesaler's invoice to the retailer less all allowable discounts except cash discounts up to 8%.

(5) "Manufacturing-wholesaler" means a wholesaler who has made for him from materials owned by him, articles for sale to a retailer.

(6) "Manufacturing-retailer" means a retailer who has made for him from materials owned by him, articles for sale to an ultimate consumer.

(7) "Wholesaler or jobber" means a person who purchases articles from a manufacturer for the purpose of resale at wholesale.

(8) A "sub-jobber" is a jobber who purchases merchandise from primary wholesalers or jobbers and resells it to retail sellers.

(9) "Primary wholesaler or jobber" means a wholesaler or jobber who has purchased the article directly from the manufacturer.

[Subpargraphs (7), (8) and (9) added by Am. 36]

[Sec. 53 added by Am. 19, F.R. 14805, effective as of October 6, 1943, except as follows with respect to sales at retail of articles in inventory as of October 6, 1943: Such articles need not be priced under this section until December 6, 1943: *Provided*, That any such article which is the same or similar to an article received in inventory after October 6, 1943 shall not be sold at a price higher than the maximum price established by this section for such new article. For the purposes of this provision one article shall be deemed "similar" to another article if the first has the same use as the second, affords the purchaser fairly equivalent serviceability, and belongs to a type which would ordinarily be sold in the same price line. In determining the similarity of such article, differences merely in style or design which do not substantially affect use, or serviceability, or the price line in which such articles would ordinarily have been sold, shall not be taken into account. Sec. 53 amended as otherwise noted]

SEC. 54. *Maximum prices for all sales of second hand or used lumber at wholesale and retail*—(a) *What products are covered.* This section covers all sales of second hand or used lumber. Second hand or used lumber for the purpose of this section is all used lumber that has been recovered as salvage from any source whatsoever. For example, some of the specific sources of such material are demolished buildings, dunnage, crating, scrap from construction projects, and odds and ends purchased from distributors of new lumber which because of the condition of the material can no longer be considered new lumber.

(b) *What persons are covered.* All persons selling second hand lumber either wholesale or retail, regardless of whether or not they maintain distribution yards or sell direct from the original source of the supply.

(c) *Classifications of second hand or used lumber.* For the purpose of this section, second hand lumber shall be divided into the following grades or classifications; firewood, salvage, reclaimed and refined. The following description of the grades is general and not all inclusive. The use intended must be considered in all grades. Recoverable lumber means lumber which is sound and will prevent its use for ordinary construction.

(1) "Firewood" is second hand lumber which contains less than 50% recoverable lumber or is the waste resulting from the refining of second hand lumber.

(2) "Salvage" is second hand lumber which is in its original salvaged condition. It will, however, show more than 50% recoverable lumber in one foot multiple lengths longer than three feet when cleaned of cement, barnacles or other foreign matter, will be free from nails or bolts, and trimmed or ripped to eliminate broken ends, splits, rot or other defects.

(3) "Reclaimed" is second hand lumber from which all the nails, bolts, or other foreign matter has been removed and trimmed if necessary. Although it may be stained, weathered and worn from use, it must be sound and 100% usable for the purpose intended.

(4) "Common refined" is second hand lumber, remanufactured from larger material to a standard uniform size, sawsized or surfaced and trimmed to standard lengths. The lumber must be sound strong lumber, well manufactured of firm grain and suitable for good substantial construction purposes, free from loose or rotten knots, knot holes, shakes, rot and defects which materially impair the strength of the piece. Size of the knots, nail or bolt holes shall be considered in connection with the size of the piece and in combination must not impair the strength of the lumber. This classification may also include lumber which due to only temporary use has the appearance of new lumber and will meet the above requirements without further remanufacture.

(5) "Clear refined" is second hand lumber remanufactured from larger material to a standard uniform size, sawsized or surfaced and trimmed to standard lengths. Defects based on 8" widths 12' long are to be considered in connection with the size of the piece and its general quality. It will allow three of the following defects for each 8 board feet including corresponding half of the edges: sap ¼" width and ¾" thickness, pitch pockets narrow, each not over 4", knots sound, if not in clusters ½" and less in 1" stock varying according to thickness up to 1½" and 5" and thicker, seasoning checks slight, split or check not over width of the piece or equivalent in both ends. Occasional nail holes may be substituted for allowable defects if they do not impair the use of the lumber for the purpose intended. The grade must contain an average of six or more annual rings per inch at either one end or the other of the piece. In general this grade must be suitable for interior finish, furniture manufacture, or other similar uses for which a clear type of lumber with limited defects is needed.

(d) *Maximum prices for second hand lumber.*

Firewood, per cord 4' x 4' x 8'		F. o. b. distribution yard, per MBM			
F. o. b. salvage point	F. o. b. distribution yard	Salvage	Reclaimed	Common refined	Clear refined
$4.00	$5.00	$40.00	$50.00	$65.00	$85.00

(1) Firewood "as is" at original salvage source—$2.00 per cord. Salvage "as is" at original salvage source—$15.00 per MBM. Salvage FOB trucks at original salvage source—$20.00 per MBM. For sales totaling less than $7.50, 10% may be added to the maximum price of Reclaimed, Common Refined, and Clear Refined.

(e) *Delivery charges.* (1) Where the delivery is made by common or contract carrier, an amount equal to the charge made by the carrier to the seller for such delivery.

(2) Where the delivery is made with equipment owned or operated by the seller, an amount not in excess of a maximum charge for such delivery which has been authorized by the Office of Price Administration. In order to obtain authorization for such charges, the seller should file with the Office of Price Administration, Honolulu, T. H., a list of proposed maximum charges for such deliveries. If such proposed charges are not in excess of those currently made by common or contract carriers whose services are available in the area served by the seller, such charges will be authorized and the seller notified that such authorization has been made. Such authorization shall be subject to revocation by the Office of Price Administration.

(3) Any charge made for delivery must be separately stated and shown on the invoice, bill of sale, or such sales memorandum as may be used in connection with the sale.

(f) *Maximum milling charges.* (1) The following additions per 1,000 feet B. M. may be made to the maximum prices when the following workings are required to be performed by a seller and are actually performed:

	6 x 6 and under	Over 6 x 6	4/4, 5/4, 6/4	4/4, 5/4, 6/4 x 6" & 8"	4/4, 5/4, 6/4 x 10" & 12"	All sizes	All sizes
S1S	4.50	12.00					
S2S	6.00	13.00					
S3S	7.50	14.00					
S4S	9.00	15.00					
D & M Shiplap, rustic, V or beaded			9.00				
Special patterns							
Less than 500' BM				15.00	18.00		
More than 500' BM				9.00	15.00		
Cross cutting						3.00	
Resawing							
Less than 500' BM							15.00
One cut							7.50
Additional cuts							
More than 500' BM							10.00
One cut							5.00
Additional cuts							

Ripping all sizes:
Less than 500' BM, $0.005 per lineal foot.
More than 500' BM, 1st cut $4.50; Additional cuts $1.50 per MBM.
Mouldings, $0.005 per lineal foot.
Permitted minimum milling charge $0.50.

(2) The above charges for ripping or resawing may be added only to the "reclaimed" or lower grades, and then only upon the specific request of the buyer.

(3) When the work required cannot be performed by the seller making the sale because he does not have the necessary facilities, he may add to the maximum prices the milling charges set forth in subparagraphs (f) (1) and (2) having the work performed at a custom establishment. In adding the working charges permitted by this section, the seller may not make any extra c' arge for hauling or trucking that may be required in getting the stock to or from the custom establishment.

(4) When any of the above charges for workings at the yard or custom establishment are made, the invoice, bill of sale or other billings must clearly state that the work was done at the distribution yard or at the custom establishment, and the amount must be separately shown.

(g) *What the invoice must contain.* All invoices must contain a sufficiently complete description of the lumber to show whether the price is proper or not; i. e., grade, quantity, size, type of dressing, pattern or any other extras of specifications which affect the maximum prices.

(h) *Prohibited practices.* In addition to the practices prohibited by section 6 of this MPR 373 the following specific practices are prohibited:

(1) Getting the effect of a higher price by changing credit practices on cash discounts from what they were October 1941 or any subsequent date of the establishment of the concern. This includes reducing the cash discount period, increasing credit periods, or making greater charges for extension of credit. For purposes of this paragraph, no discount over 2% is considered a cash discount.

(2) Grading lumber into any other grades than permitted by this regulation; or wrongly grading or invoicing lumber in any other way.

(3) Refusing to sell on an f. o. b. yard basis, and insisting on selling on a delivered basis.

(4) Quoting a gross price above the maximum price, even if accompanied by a discount the effect of which is to bring the net price below the maximum.

(5) Failing to invoice properly and in accordance with the requirements of this regulation.

(i) *Special specifications, workings, or extras.* For special workings, specifications, services or extras not specifically priced under any provision of this regulation, the seller should apply to the Office of Price Administration, Honolulu, T. H. for instructions. In the application the seller must set forth the amount customarily charged (not to exceed the maximum price fixed by the regulation previously controlling such as the General Maximum Price Regulation [25]), for the special working, specifications, service or extra, or in the absence of a customary charge, the amount which in his opinion represents a fair and reasonable charge, together with a statement of how it was arrived at. Instructions will be furnished by letter or telegram. After writing for instructions the seller may quote and deliver at the requested price, but must not accept final payment until the instructions have been received. In the event that they are not received within 30 days after application has been made, the price for which approval is requested shall be deemed to have been approved and may be used by the seller. Instructions issued pursuant to this paragraph apply only to the particular seller who has applied for them.

[25] 9 F.R. 1385, 5169, 6106.

(j) *Posting of price and delivery charges.* (1) On and after the effective date of this regulation every person offering to sell second hand lumber shall post the maximum prices for second hand lumber in a manner plainly visible to and understandable by the purchasing public, in his place of business.

(2) Upon authorization pursuant to paragraph (e) of this section by the Office of Price Administration of maximum delivery charges which may be made by the seller of second hand lumber, such seller shall immediately post a list of such charges at the place in the establishment where second hand lumber is sold.

[Sec. 54 added by Am. 24, 8 F.R. 15851, effective 11-15-43]

SEC. 55. *Maximum wholesale and retail prices for frozen shrimp and prawn.* (a) Maximum prices for sales at wholesale and retail of frozen shrimp and prawn in the Territory of Hawaii, shall be:

FROZEN SHRIMP AND PRAWN

Style of processing	Size	Wholesale price (per pound packed in five pound containers)	Retail price per pound
Head on	Under 9 count	$0.369	$0.47
Head on	9-12 count	.343	.44
Head on	12-18 count	.316	.40
Head on	15-18 count	.29	.37
Head on	18-25 count	.27	.35
Head on	26-39 count	.25	.32
Head on	40 and over count	.23	.29
Headless	Under 15 count	.58	.74
Headless	15-20 count	.52	.67
Headless	21-25 count	.474	.61
Headless	26-30 count	.428	.55
Headless	31-42 count	.395	.51
Headless	43-65 count	.369	.47
Headless	66 and over count	.336	.43
Peeled	Under 18 count	.691	.88
Peeled	18-25 count	.625	.80
Peeled	26-31 count	.566	.72
Peeled	32-37 count	.513	.66
Peeled	38-51 count	.474	.61
Peeled	52-80 count	.434	.56
Peeled	81 and over count	.395	.51
Peeled and veined	Under 20 count	.783	1.00
Peeled and veined	20-27 count	.697	.89
Peeled and veined	28-33 count	.638	.82
Peeled and veined	34-40 count	.58	.74
Peeled and veined	41-56 count	.54	.69
Peeled and veined	57-86 count	.493	.63
Peeled and veined	87 and over count	.454	.58
Headless and veined	Under 16 count	.625	.80
Headless and veined	16-21 count	.566	.72
Headless and veined	22-27 coun	.513	.66
Headless and veined	28-32 count	.467	.60
Headless and veined	33-45 count	.434	.56
Headless and veined	46-69 count	.401	.51
Headless and veined	70 and over count	.369	.47

(b) *Definitions.* When used in this section the term:

(1) "Count" as applied to shrimp and prawn, means the number of processed shrimp or prawn to the pound.

(2) "Frozen shrimp and prawn" means shrimp and prawn that are naturally and artificially frozen.

(3) "Headless" means shrimp and/or prawn from which the head has been removed.

(4) "Headless and veined" means shrimp and/or prawn from which the head and alimentary canal (sand vein) have been removed.

(5) "Head on" means shrimp and/or prawn as it comes from the water.

(6) "Peeled" means shrimp and/or prawn from which the head and shell have been removed.

(7) "Peeled and veined" means shrimp and/or prawn from which the head, shell and alimentary canal (sand vein) have been removed.

(8) "Sale at retail" means a sale or selling to an ultimate user.

(9) "Sale at wholesale" means a sale to any person other than the ultimate consumer and shall include sales to licensed retail stores, peddlers, hotels, restaurants, licensed boarding houses, the United States or any of its political subdivisions, public institutions, and all commercial and industrial users.

(c) Maximum prices for sales at wholesale and retail of frozen shrimp and prawn not set forth in this section shall be a price approved by the Office of Price Administration, Iolani Palace, Honolulu, Hawaii, which approval shall be obtained before any such shrimp is sold or offered for sale at wholesale or retail.

[Sec. 55 added by Am. 25, 8 F.R. 15852, effective 11-1-43; and amended by Am. 39, 9 F.R. 1530, effective 11-16-43]

SEC. 56. *Maximum prices for distribution yard sales of softwood.*—(a) *What products are covered.* This section covers sales out of distribution yard stock of any lumber or shingles for which "direct mill" maximum prices are fixed in the following maximum price regulations as amended or revised:

Douglas Fir and other West Coast Lumber—Rev. MPR 26
Western Pine and Associated Species of Lumber—MPR 94
Red Cedar Shingles—MPR 164
Redwood Lumber—MPR 253
Sitka Spruce—MPR 290
Western Red Cedar—MPR 402.

This section sets maximum prices which are based upon the price definitions contained in the above "direct mill" regulations. Every dealer affected by this section should, therefore, secure copies of the above regulations for use in connection with this section. Any amendments or revisions subsequently issued to the above regulations shall become effective in the Territory of Hawaii sixty days after the effective date set forth in any such amendment or revision.

(b) *What a distribution yard is.* (1) A "distribution yard" is a wholesale or retail yard which gets lumber from mills or other yards; unloads, sorts, stores and resells or redistributes it; which regularly maintains a varied stock of lumber from different regions; which is equipped to make quick deliveries of different items of lumber and which has been located at its particular site in order to be near a lumber consuming area.

(2) Any wholesale or retail distributor, of softwood covered by this section, who does not maintain a "yard" but who performs any of the operations outlined in subparagraph (1) above, or who sells to his customers on a drop shipment basis, shall be considered to be operating a "distribution yard" for the purposes of this section.

[Paragraphs (a) and (b) amended by Am. 41, 9 F.R. 2659, effective 1-31-44]

(c) *Maximum prices.* (1) The maximum price for sales out of distribution yard stock is the sum, less the amount of any cash discount up to 2% allowed by the seller during October, 1941, of the following:

(i) "Landed cost" as determined under paragraph (d) hereof, plus

(ii) $5.00 per MBM "handling charge" (or 30¢ per square for shingles and 60¢ per M pieces of lath), plus

(iii) The following percentage markups to be applied to the sum of (i) and (ii) above.

(*a*) Quantities of over MBM—45%.
(*b*) Quantities of MBM, or less—50%.

(iv) The amount of any charges permitted under paragraphs (e), (g), (h), and (n) hereof.

(2) The maximum price for sales of softwood ordered for the buyer by a distribution yard and delivered to him at the dock in the port of entry in the Territory of Hawaii shall be the sum of the following:

(i) "Landed cost" as determined under paragraph (d) hereof, plus

(ii) 10% of the f. o. b. mill maximum price.

(d) *Landed cost.* (1) For lumber imported directly from the mainland of the United States landed cost shall be the sum of the following amounts:

(i) F. o. b. mill maximum price, in the mill regulation for the particular species, regardless of the amount actually paid to the mill.

(ii) An amount equal to the transportation charges, if any, actually incurred by the dealer for transportation from the mainland point at which the dealer received delivery to the mainland port of ocean shipment, including Federal transportation taxes and terminal charges.

(iii) An amount equal to any charges incurred on the mainland of the United States for wharfage, demurrage, handling, and/or spraying of lumber for the purpose of camouflaging.

(iv) An amount equal to mainland storage charges and insurance in connection with such storage, actually incurred by the dealer. Charges for storage and insurance in connection therewith in excess of three months shall not be included.

(v) An amount equal to cartage charges actually incurred by the dealer for cartage from the storage yard to the dock in port of ocean shipment.

(vi) An amount equal to charges for ocean freight, war risk and marine insurance actually incurred by the dealer, including Territorial tolls and tonnage tax shown on the bill of lading. However, the amount by which any cost of war risk insurance exceeds the rate charged by the War Shipping Administration shall not be included.

(vii) An amount not in excess of $1.50 per MBM where cartage from the dock to the yard in the port of entry in the Territory of Hawaii is at the expense of the distribution yard. Where such cartage is for longer hauls than those normally made prior to December 7, 1941, such amount may be equal to the actual costs incurred for such cartage in the following cases only:

(*a*) Where the customary port of entry has, due to war conditions, been closed to commercial shipping.

(*b*) Where a yard is now located farther from its customary port of discharge due to war conditions.

(2) For lumber received from or via another island in the Territory of Hawaii, landed cost shall be the sum of the following amounts:

(i) An amount equal to the maximum price in the island from which the lumber was shipped, as determined under paragraph (d) (1) above:

(ii) An amount equal to cartage charges for cartage from the yard to dock in the island from which the lumber was shipped, but shall not exceed the rate permitted in paragraph (d) (1) (vii) above:

(iii) An amount equal to ocean freight, war risk and marine insurance actually incurred by the dealer for shipment between the islands, including Territorial tolls and tonnage tax shown on the bill of lading. However, the amount by which any cost of war risk insurance exceeds the rate charged by the War Shipping Administration shall not be included.

(iv) An amount equal to cartage charges from dock to yard in the island on which the dealer is located, but shall not exceed the rate permitted in paragraph (d) (1) (vii) above.

(3) If an identical item on hand in the distribution yard has two or more different landed costs then the landed cost for the item may be determined by calculating a weighted average landed cost for the entire inventory of that item on hand. Weighted average landed cost shall be calculated as follows:

(i) Each different landed cost shall be multiplied by the number of units having such landed cost. The products of such multiplication shall be added and the sum thereof divided by the total number of units for which the weighted average landed cost is desired. The quotient or result of such division is the weighted average landed cost. This provision is permissible and is not mandatory. The distribution yard need not average the different landed costs for the identical item but may establish the maximum price for each of the items on the basis of its appropriate landed cost.

(e) *Delivery charges.* (1) No charges for deliveries may be made for deliveries within a radius of five miles of the distribution yard.

(2) For deliveries to points more than five miles from the distribution yard, the following delivery charges may be made:

(i) Where the delivery is made by common or contract carrier, an amount equal to the charge made by the carrier to the distribution yard for such delivery.

(ii) Where the delivery is made with equipment owned or operated by the distribution yard, an amount not in excess of a maximum charge for such delivery which has been authorized by the Office of Price Administration. In order to obtain authorization for such charges, the distribution yard should file with the Office of Price Administration, Honolulu, T. H., a list of proposed maximum charges for such deliveries. If such proposed charges are not in excess of those currently made by common or contract carriers whose services are available in the area served by the distribution yard, such charges will be authorized and the distribution yard notified that such authorization has been made. Such authorization shall be subject to revocation by the Office of Price Administration.

(3) Any charge made for delivery must be separately stated and shown on the invoice, bill of sale, or such sales memorandum as may be used in connection with the sale.

(f) *Prices must be evened out.* In all sales under this section the maximum prices shall be evened out to the nearest 25¢ per MBM on all sales involving a quantity over 1 MBM (or to the nearest 5¢ per square for shingles, or thousand pieces of lath). Where the quantity is 1 MBM or less, the maximum price may be established as per foot or lineal foot, in which event it must be evened out to the nearest quarter of a cent per foot.

(g) *Maximum milling charges.* (1) The following additions per 1000 ft. BM may be made to the maximum prices when the following workings are required to be performed by a distribution yard and are actually performed by it. These charges are to apply to the total quantity involved in one order where the milling does not involve a change in the machine set-up. These are to be added to the maximum price as determined under paragraph (c) hereof; that is, no percentage mark-up may be applied to the amount of the working charge.

MAXIMUM MILLING CHARGES

Price Per MBM

	1 x 1½ to 2 x 2	1 x 3 to 6 x 6	Over 6 x 6	4/4, 5/4, 6/4	4/4, 5/4, 6/4 x 6" and 8"	Over 4/4, 5/4, 6/4 x 8"	All sizes	2 x 4 or under	Over 2 x 4	All sizes
S1S	5.00	3.00	8.50							
S2S	5.00	4.00	9.00							
S3S	10.00	5.00	9.50							
S4S	10.00	6.00	10.00							
D & M, Shiplap, Rustic, "V" or Beaded				6.00						
Special patterns										
Less than 500'					10.00	12.50				
More than 500'					6.00	10.00				
Cross Cutting							2.00			
Ripping—One Cut								6.00	3.00	
Additional Cuts								3.00	1.00	
Resawing—Less than 500' one cut										10.00
Additional cuts										5.00
More than 500'—one cut										6.50
Additional cuts										3.50
Moulding .005 per lineal foot. Permitted minimum milling charge $0.50.										

Set up charge for special patterns in quantities of less than 100 ft. BM $2.50.

(2) Where the required working cannot be performed by the distribution yard making the sale because it does not have the necessary facilities, the yard may add to the maximum prices the milling charges set forth in subparagraph (1) above for having this work performed at a custom establishment. In adding the working charges permitted by this regulation, the distribution yard may not make any extra charge for hauling or trucking that may be required in getting the stock to or from the custom establishment.

(3) When any of the above charges for workings at the yard or at a custom establishment are made, the invoice, bill of sale or other billings must clearly state that the working was done at the distribution yard or at the custom establishment, and the amount must be separately shown.

(4) When lumber is normally ordered rough, due to shipping and climatic conditions an addition for surfacing when required may be added. However, when lumber is ordered surfaced or run to pattern at the mill, no addition over the mill ceiling prices may be added. The additions for ripping, resawing and cross cutting to standard sizes may only be added when it is impossible to procure through normal channels the desired size. In no case may the final cost including milling charges, saw-kerf and waste exceed the most economical final cost of producing the required size. The addition of unnecessary milling charges as a means of increasing the maximum selling price is a violation of this regulation.

(5) When remanufacturing boards, dimension, plank or small timbers from heavier lumber at the yard, a listing of the original sizes as well as a copy of the invoice covering the transaction must be kept on file for inspection by the Office of Price Administration.

(h) *Seasoned lumber.* An addition of $4.00 per MBM may be added for lumber seasoned in the Territorial distribution yards. For the purpose of this regulation seasoned lumber means lumber which has been properly stuck for drying, protected from the elements and which has been on sticks not less than 180 days. This addition is to be added after the percentage mark-up has been added; that is, no percentage mark-up may be applied to the amount of the seasoning charges.

(i) *Lumber in transit.* A sale by a distribution yard may be considered a sale out of distribution yard stock even if the sale was made while the lumber was in transit to the yard.

(j) *What the invoice must contain.* All invoices must contain a sufficiently

complete description of the lumber to show whether the price is proper or not: i. e., grade, quantity, size, condition of dressing, pattern, species, and any other extra, or specification which affects the maximum prices. The amount added for each specification or extra does not have to be separately shown except in those cases where the provision permitting the addition expressly requires it. Where the invoice does not specify the amount of each grade shipped or delivered the maximum price of the lowest grade in the shipment shall apply to the whole order.

(k) *Prohibited practices.* In addition to the practices prohibited by section 6 of this MPR 373, the following specific practices are prohibited:

(1) Getting the effect of a higher price by changing credit practices or cash discounts from what they were in October, 1941. This includes reducing the cash discount period, decreasing credit periods, or making greater charges for extension of credit. For purposes of this paragraph, no discount over 2 percent is considered a cash discount.

(2) Selling as specified lengths a shipment of lumber which is substantially equivalent to standard or random lengths.

(3) Grading as a special grade lumber which can be graded as a standard grade; or wrongly grading or invoicing lumber in any other way.

(4) Refusing to sell on an f. o. b. yard basis, and insisting on selling on a delivered basis, except in the case of sales whose price includes free delivery; or refusing to make delivery within the free delivery zone, unless it has not been the practice of the seller to make delivery in the particular circumstances.

(5) Quoting a gross price above the maximum price, even if accompanied by a discount the effect of which is to bring the net price below the maximum.

(6) Breaking up an order which would normally be a single order into a series of smaller orders in order to evade the maximum price limitations in this regulation.

(7) Failing to invoice properly and in accordance with requirements of this regulation.

(l) *Combination grades.* Lumber sold on combination grades may not be sold above the maximum price for the lowest priced grade actually named in the combination. For example, the maximum price for lumber sold as No. 2 Common and better is the maximum price fixed for No. 2 Common lumber. But it is permissible to quote a grade with specified percentages of higher grade: *Provided*, That when the lumber is shipped, lumber of each grade is tallied on a board foot basis and invoiced separately at prices not in excess of ceiling prices for the respective grades.

(m) *Determination of quantities.* Quantity is in every instance to be determined by the total amount ordered without regard to the number of kinds or species or grades of lumber included. Furthermore, the amount delivered at a particular time does not determine the quantity. The test is the total amount involved in the transaction. For example, if buyer and seller at the time the sale is negotiated know that the quantity to be bought for a particular job will run to 20,000 feet, the sale is one for 20,000 feet even though it may be split into five orders of 4,000 each or requisitioned in quantities of 4,000 feet, and this is true regardless of whether five different deliveries in loads of 4,000 feet each are made on different days. In determining the size of sale of shingles or lath, a conversion ratio of 10,000 shingles to 1,000 board feet of lumber and 6,000 lath to 1,000 board feet of lumber shall be used.

(n) *Special specifications, workings or extras.* For special workings, specifications, services or extras not specifically priced under any provision of this regulation, the seller should apply to the Office of Price Administration, Honolulu, T. H., for instructions. In the application the seller must set forth the amount customarily charged (not to exceed the maximum price fixed by the regulation previously controlling such as the General Maximum Price Regulation), for the special working, specifications, service or extra, or in the absence of a customary charge, the amount which in his opinion represents a fair and reasonable charge, together with a statement of how it was arrived at. Instructions will be furnished by letter or telegram. After writing for instructions the seller may quote and deliver at the requested price, but must not accept final payment until the instructions have been received. In the event that they are not received within 30 days after application has been made, the price for which approval is requested shall be deemed to have been approved and may be used by the seller. Instructions issued pursuant to this paragraph apply only to the particular seller who has applied for them.

(o) *Effect of changes in mill ceilings.* (1) All changes in the f. o. b. mill ceiling prices (on which the prices established herein are built) apply to all sales made under this regulation as of their effective date. For example, if the ceiling price of No. 1 Common 2 x 4—16' Douglas fir, which is priced at $29.50 per MBM under RMPR 26, should be reduced to $28.50 per MBM, effective December 1, 1943, in establishing the maximum price under this regulation for that item after December 1, 1943, the reduced price, i. e., $28.50 per MBM, shall be used in building up the distribution yard maximum ceiling price regardless of whether or not the seller had stocks on hand at the time which had been purchased at the higher price. The same rule applies to ceiling increases.

(2) Where an amendment to, or a revision of, a mill schedule deletes a specific price for an item theretofore priced, a distribution yard having stocks of the item in inventory or actually in transit on the effective date of the amendment or revision shall have 90 days from the effective date thereof within which to sell these stocks on the basis of ceiling prices in effect before the deletion. Thereafter, it may not use the additions previously established in computing its selling price.

(3) Where producer establishes a specific price for an item under a special pricing provision of a mill schedule, any distribution yard selling that item may use the price so established in figuring its selling price under this regulation, provided it first obtains from the producer written assurances that an authorization has been issued to him, and provided further, that the distribution yard files a copy of its purchase invoice with the Office of Price Administration, Honolulu, T. H.

(p) *Issuance and posting of dollar and cents prices and delivery charges.* (1) On or before November 30, 1943, every distribution yard offering to sell any lumber covered by this section shall prepare a dollar and cents price schedule covering all standard items of lumber. Standard items means the items which have heretofore normally been included in the price lists issued by the distribution yard. A copy of such price schedule must be posted at the place in the establishment where lumber is sold. A copy of such price schedule must also be filed with the Office of Price Administration, Honolulu, T. H.

(2) Upon authorization pursuant to paragraph (e) (2) (ii) by the Office of Price Administration of maximum delivery charges which may be made by a distribution yard, such distribution yard shall immediately post a list of such charges at the place in the establishment where lumber is sold.

[Sec. 56 added by Am. 26, 8 F.R. 15862, effective 11-15-43 and amended as otherwise noted]

SEC. 57. *Maximum prices for used passenger automobiles*—(a) *Applicability of this section.* This section applies to all sales by dealers and other persons of used passenger automobiles.

(b) *Prohibition against dealing in used cars at prices above the maximum.* (1) On and after December 1, 1943, regardless of any contract or other obligation, except as provided in subparagraphs (2), (3) and (4) below,

(i) No person shall sell or deliver any used car at a price higher than the maximum price permitted by this section; and

(ii) No person, in the course of trade or business, shall buy or receive a used car at a price higher than the maximum price permitted by this section, but if he, the purchaser, has received from the seller a statement that the price charged does not exceed the maximum price, and he has no knowledge to the contrary, he shall be deemed to have complied with this subdivision (ii); and

(iii) No person shall agree, offer or attempt to do any of the acts prescribed in subdivisions (i) and (ii) of this section.

(2) The provisions of subdivision (ii) above shall not be applicable to any War Procurement agency or any contracting officer thereof, and any such contracting officer or any paying finance officer of the United States, with respect to this section, shall be relieved of any and every liability, civil or criminal, imposed by this section or by the Emergency Price Control Act of 1942, as amended.

(3) Nothing in this section shall prevent the fulfillment of any contract for the purchase of a used car whether in the nature of a conditional sales agreement, rental contract providing for purchase or other arrangement, entered into before December 1, 1943, and under which the used car has been delivered prior to December 1, 1943.

(4) Where a promissory note covering payment to a dealer or other seller for a car is discounted by a bank, finance company, or other person and the latter takes possession of the used car after default by the maker of the note, the return of the repossessed used car to the dealer in connection with recovery from him of the unpaid balance of the note does not constitute a sale, purchase, or transfer subject to this section. However, the sale of a repossessed used car by such a holder of "car paper" at public or private sale, except the return of a used car in connection with a contract to repurchase, is subject to this section. Notwithstanding the provisions of this paragraph, where a promissory note covering payment to a dealer or other seller for a car is discounted by a bank, finance company, or other person and the latter takes possession of the used car after default by the maker of the note, nothing in this section shall prevent the bank, finance company, or other person who discounted the note from selling the used car for an amount not exceeding the unpaid balance on the note, or the applicable maximum price if it is higher, in the case of a used car delivered prior to December 1, 1943, by the dealer to the person making the note. For the purposes of this paragraph, a conditional sale agreement shall be deemed a promissory note, and the buyer under such contract the maker thereof.

(c) *Relation to other regulations.* The transactions, persons, and commodities subject to this section shall not be subject to any other regulation issued by the Office of Price Administration insofar as they are affected by this section.

(d) *Less than maximum prices.* Prices lower than maximum prices established by this section may be charged and paid.

(e) *Maximum prices for used cars.* To figure the maximum price for the sale of a used car, the seller must:

(1) Find the base price according to paragraph (f); and

(2) Add to it the allowance in Table C for any piece of equipment listed there which is sold attached to the car; and

(3) If the car is a warranted car (as defined in paragraph (g)), add $100.00 or, if it is higher, add 20% of the total of the base price and any equipment allowance.

(f) *How to find the base price.* In figuring his maximum price, the seller shall first determine his base price of the car he is selling as follows:

(1) *For a complete car listed in Table B.* His base price shall be the base price listed in Table B for that car.

(2) *For a complete car not listed in Table B.* (i) If its body and chassis were made by different manufacturers, his base price shall be the base price listed in Table B of the most comparable car of the same make, model, year, body type, passenger capacity and wheel base.

(ii) If its make is not listed in Table B, his base price shall be the base price listed in Table B of the most comparable car as to model, year, body type, passenger capacity and wheel base.

(iii) If its year model is 1934 or before, and the make is listed in Table B, his base price shall be the base price listed in Table B for the 1935 year model of the same make, body type, passenger capacity and wheel base less 5% of that amount for each year that the year of the model being sold antedates the year 1935.

(iv) If its year model is 1934 or before and the make is not listed in Table B, his base price shall be the base price listed in Table B for the 1935 year model car which is most comparable as to model, year, body type, passenger capacity and wheel base less 5% of that amount for each year that the year of the model being sold antedates the year 1935.

[Paragraphs (e), (f) (1) and (2) amended by Am. 51, 9 F.R. 4245, effective 3-31-44]

(3) *For a chassis or body.* (i) If a chassis of a car is sold separately, the base price shall be 70% of the base price established by this section for the complete car.

(ii) If the body of a car is sold separately, the base price shall be 30% of the base price established by this section for the complete car.

(4) *For a complete car consisting of a used chassis and a new body.* When a seller sells a complete car consisting of a new body attached to a used chassis, the base price shall be:

(i) The base price for the used chassis as established by this section, plus

(ii) The price of the new body under the applicable maximum price regulation.

(g) *Warranted used cars.* (1) A warranted used car is one in good operating condition with which the dealer furnishes the following warranty:

DEALER'S WARRANTY

The used car described below is hereby warranted to be in good operating condition, and to remain in such condition, under normal use and service for a period of 30 days after delivery, or 500 miles, whichever may first occur.

We agree, if said car is delivered during the above period to our place of business, to make with reasonable promptness any repairs or replacements which may be necessary to its good operating condition in accordance with normal use and service.

This warranty does not extend to tires, tubes, paint, glass, upholstery, or to any repairs or replacements made necessary by misuse, negligence or accident.

Make of used car_____
Date of delivery_____
Serial or motor number_____
Model _____
Speedometer reading_____
Total Selling Price $_____

_____
(Name of dealer making sale)

(Per) _____
(Name of proper representative thereof and title)

_____
(Address)

(2) *Additional warranties by dealer.* A dealer may extend to the purchaser warranties in addition to those provided in the warranty stated in subparagraph (1) above, but this shall be done in a warranty separate and in addition to the warranty provided in subparagraph (1) above, and the maximum price established by paragraph (e) shall not be increased thereby.

(3) *Purchaser's legal remedies for dealer's failure to perform obligations of warranty.* The nature of a purchaser's legal remedies for the breach of a dealer's warranty, which are those existing under Territorial law, is not changed by this section.

(h) *Federal and other taxes.* There may be added to the maximum price for any used car the amount of any Federal, Territorial, and municipal tax upon, or incident to, the sale, delivery, processing or use of such used car. The amount of such tax must be stated separately on the report of transfer required under paragraph (k). Any taxes paid on the car or extra equipment when new are not to be added to, or included in, the maximum price under this section. Where a tax is based on a period of use, only the portion of such tax proportionate to the unexpired portion of the period may be added.

(i) *Evasion.* It shall be a violation of this section to charge a price above the applicable maximum price in connection with any sale of a used car, either alone or in conjunction with any other consideration even though the price increase appears only indirectly. Specifically, the seller is not permitted to require the purchaser, as a condition of the sale or transfer of the car, to make payment over a period of time; to require him to finance the purchase through any particular lending agency; to require him to purchase any equipment, accessories, repairs, parts or services so as to increase the total compensation above the maximum price; to require him to purchase any other commodity or service; or to require him to make payment in whole or in part by exchanging or transferring or trading in any other vehicle or other product or commodity, or where there is an exchange, transfer or trade-in, to require him to accept an allowance for the vehicle, product, or commodity exchanged, transferred or traded in which is below its reasonable value. Furthermore, the seller is prohibited from providing for purchase of the used car by a lessee under a rental contract at an agreed valuation which together with the amount paid for the rental is higher than the applicable maximum price at the time the rental contract is entered into, and from making the terms and conditions of same more onerous to purchasers than they have customarily been except to the extent allowed by this section. However, the Office of Price Administration, Hawaii Territorial Office, may upon written request grant written permission to any dealer subject to this section to change his credit terms, where such change is necessitated by orders issued by, or at the request of, the United States.

(j) *Label or tag to be attached by dealer to a used car.* Every dealer offering a used car for sale shall attach to it in a conspicuous place a label or tag not smaller than 4" x 8" in the form set forth in Table A, on which shall be set forth legibly all of the information called for in Table A.

(k) *Report of transfer which must be completed for sale of a used car.* Every

person, when he sells a used car, shall complete a Report of Transfer of Used Passenger Automobile, OPA Form THP 3, which may be obtained from any dealer or from any War Price and Rationing Board. The seller shall insert the details of the sale on the said report form, and shall sign such report and certify as to the truth and accuracy of the same before the Executive Secretary or an authorized clerk of the War Price and Rationing Board that issued the gasoline rations for the car that is being sold. Upon completion of the above requirements, the seller shall deliver such report to the buyer, who shall then sign and certify as to the truth and accuracy of the same before the Executive Secretary or an authorized clerk of his local War Price and Rationing Board. The completed report must then be filed by the buyer with the said Board. However, where a dealer is the buyer, he shall file the report with said board within 5 days of the purchase.

[Paragraph (k) amended by Am. 58, 9 F.R. 5438, effective 4-1-44]

(l) *Definitions.* When used in this section, the term:

(1) "Used passenger automobile" (called "used car") means any automobile which has a seating capacity of less than eleven persons and which, irrespective of mileage, has been used for any purpose other than for the purpose of selling it. The definition includes, but is not limited to, taxicabs and station wagons and chassis and bodies for used cars, but does not include 1942 model cars used as demonstrators, or chassis and bodies of 1942 model cars used as demonstrators.

(2) "Dealer" means a person engaged in whole or in part, in the business of buying, selling, repairing and reconditioning used cars and who maintains a place of business for the display, sale, repairing and reconditioning of such cars. A person who cannot qualify as a dealer because he does not maintain a place for repairing and reconditioning may be approved in writing as a dealer under this section by the Office of Price Administration, Hawaii Territorial Office, or by the nearest District Office of the Office of Price Administration, if he provides adequate evidence to that office that he has established, and is in a financial position to maintain, a working arrangement with a reputable business engaged in the repair and reconditioning of used cars.

(3) "Sale" includes sales, dispositions, exchange, and other transfers and contracts and offers to do any of the foregoing. It includes conditional sales and sales under rental contracts, lease agreements or other agreements. It also includes transfers by banks, finance companies, or other persons discounting promissory notes following the taking of possession by such persons upon default of the person making such promissory notes. The term "sale" does not refer to the adjustment of losses made in connection with settlements of claims under policies of insurance against fire, theft, collision, other loss of property or other coverage, even though the right of subrogation may be involved. The terms "sale", "seller", "selling", "purchase", "purchaser" and "purchasing" shall be construed accordingly.

(4) "War Procurement Agency" includes the War Department, the Department of the Navy, the United States Maritime Commission, the Lend-Lease Section of the Procurement Division of the Treasury Department, and the following subsidiaries of the Reconstruction Finance Corporation: Rubber Reserve Corporation, Metals Reserve Corporation, Defense Plant Corporation and Defense Supplies Corporation, or any agency of any of the foregoing.

TABLE A—TAGS TO BE AFFIXED BY DEALERS

The labels or tags prescribed in paragraph (j) hereof shall identify the used passenger automobile not less fully than by setting forth the make, year, model, series, if any; body type, "in-built" equipment or radio, if any; amount of allowance for "in-built" equipment or radio, if any; and the maximum price warranted, if the vehicle is sold with the written warranty as provided in paragraph (g) hereof; or the maximum price without warranty if sold without warranty; and further, each tag must show the statement: "The prices itemized do not exceed the maximum prices established by section 57, OPA Regulation 373, a copy of which is available for inspection."

An example of such tag is set forth below:

Make—Chevrolet.	Maximum price (warranted) $1,275.60
Year—1941.	
Model—A H.	Maximum price (without warranty) -----
Series—Spec. deluxe.	
Equipment—Radio.	Price of equipment (Included in maximum price) $30.00

The prices itemized do not exceed the maximum prices established by section 57, OPA Regulation 373, a copy of which is available for inspection.

[Table A amended by Am. 51, 9 F.R. 4245, effective 4-1-44]

TABLE B—BASE PRICES

List of abbreviations used in Table B

A/S	Auxiliary seat.
A/W	All weather.
Bus	Business.
Comb	Combination.
Comp	Compartment.
Cont	Continental.
Conv	Convertible.
Cur	Curtain.
Div	Division.
Dr	Door.
F/B	Fast back.
F/W	Full-width rear seat.
Holyd	Hollywood.
LeB	LeBaron.
N/C	Noncollapsible.
Nos	Numbers.
O/S	Opera seats.
P Top	Power Top.
Riv	Riverside.
S/C	Semi-collapsible.
SE	Super equipped.
S/L	Streamlined.
S/S	Self shifter.
Tk	Trunk.
Tour	Touring.
2W, 5W	2 window, 5 window.
W/P	With partition.
Wilby	Willoughby.

(1) AMERICAN BANTAM

Model, serial number, body type and passenger capacity	*Base price*
1941—Series 4-65—Super "4"—Serial Continued through from 1940:	
Standard Coupe 2	$428
Master Coupe 2	458
Conv. Coupe 2	513
Master Roadster 2	473
Conv. Sedan 4	538
Station Wagon	558
1940—Series 4-65—Serial Nos. 65-500 and up:	
Standard Coupe 2	368
Master Coupe 2	393
Conv. Coupe 2	433
Master Roadster 2	398
Conv. Sedan 4	443
Station Wagon	463
Conv. Coupe Holyd. 2	488
Speedster 4	443
Conv. Sedan Riv. 4	463
1939—Series 4-62—Serial Nos. 62-001 to 63-999:	
Sport Roadster 2	288
Special Roadster 2	308
Deluxe Roadster 2	318
Standard Coupe 2	268
Special Coupe 2	303
Sunair Coupe 2	298
Deluxe Coupe 2	318
Speedster 4	318
Deluxe Speedster 4	338
Station Wagon	368
1938—Series 4-60—Serial Nos. 60-001 to 61-999:	
Special Roadster 2	207
Standard Roadster 2	207
Deluxe Roadster 2	222
Business Coupe 2	197
Standard Coupe 2	212
Master Coupe 2	242
Deluxe Coupe 2	197
Speedster 4	232
Station Wagon	252
1937—Series 4-575 — Bantam — Serial Nos. R10000 and up—Motor Nos. E21000 and up:	
Roadster 2	164
Roadster Custom 2	174
Business Coupe 2	162
Standard Coupe 2	162
Deluxe Coupe	172
1936—Series 4-575A—Serial Nos. 575-9000 and up—Motor Nos. M-21000 and up:	
Roadster 2	116
Business Coupe 1	107
Business Coupe 2	115
Standard Coupe 2	127
Deluxe Coupe 2	127
1935—Series 4-475—Serial Nos. 475-7801 and up—Motor Nos. 19507 and up:	
Business Coupe 2	80
Standard Coupe 2	90
Deluxe Coupe 2	95
Suburban Coupe 2	105
Roadster 2	105

(2) BUICK

1942—Series 8-40—Special—Serial Nos. 14257442 to 14364444, 24273684 to 24313644, 34263684 to 34317140, 4457941A to 4556599—Motor Nos. 4457941 to 4-4556599:	
Utility Coupe 3-44	1,342
Conv. Coupe F/W 6-44 C	1,614
Business Sedanet 3-48	1,362
Family Sedanet 6-48 S	1,402
Tour. Sedan 4 Dr. 6-47	1,437
Series 40-B:	
Business Sedanet 3-46	1,377
Family Sedanet 6-46 S	1,432
SE Family Sedanet 6-46 SE	1,492
Tour. Sedan 4 Dr. 6-41	1,482
SE Tour. Sedan 4 Dr. 6-46 SE	1,562
Estate Wagon 6-49	1,857

(2) BUICK—continued

Model, serial number, body type and passenger capacity	*Base price*
1942—Series 8-50—Super—Serial Nos. 14257442 to 14364444, 24273684 to 24313644, 34263684 to 34317140, 4457941A to 4556599—Motor Nos. 4457941 to 5-4556599:	
Conv. Coupe F/W 6-56 C	$1,847
Sedanet F/W 6-56 S	1,622
Tour. Sedan 4 Dr. 6-51	1,677
1942—Series 8-60—Century—Serial Nos. 14257442 to 14364444, 24273684 to 24313644, 34263684 to 34317140, 4457941A to 4556599—Motor Nos. 4457941 to 6-4556599:	
Sedanet F/W 6-66 S	1,702
Tour. Sedan 4 Dr. 6-61	1,752
1942—Series 8-70—Roadmaster—Serial Nos. 14257442 to 14364444, 24273684 to 24313644, 34263684 to 34317140, 4457941A to 4556599—Motor Nos. 4457941 to 7-4556599:	
Conv. Coupe F/W 6-76 C	2,089
Sedanet F/W 6-76 S	1,814
Tour. Sedan 4 Dr. 6-71	1,884
1942—Series 8-90—Limited—Serial Nos. 14257442 to 14364444, 24273684 to 24313644, 34263684 to 34317140, 4457941A to 4556599—Motor Nos. 4457941 to 9-4556599:	
Tour. Sedan 4 Dr. 6-91	2,579
Tour. Sedan 4 Dr. A/S 8-90	2,774
Formal Sedan 6-91 F	2,714
Limousine A/S 8-90 L	2,879
1941—Series 8-40 A Special—Serial Nos. 14034052 to 14257441, 23994170 to 24245877, 34007924 to 34253683—Motor Nos. A 4074859 to A 4457940:	
Business Coupe 3-44	1,169
Conv. Coupe F/W 6-44 C	1,360
Sport Coupe F/W 6-44 S	1,229
Tour. Sedan 4 Dr. 6-47	1,259
1941—Series 8-40 Special—Serial Nos. 13880012 to 14257441, 23892008 to 24245877, 33897008 to 34253683—Motor Nos. 44074859 to 4-4457940:	
Business Coupe 3-46	1,189
Sedanet F/W 6-46 S	1,254
Sport Coupe F/W 6-44S	1,229
Tour. Sedan 4 Dr. 6-41	1,284
SE Tour. Sedan 4 Dr. 6-41 SE	1,339
Estate Wagon 49	1,543
1941—Series 8-50—Super—Serial Nos. 13880012 to 14257441, 23892008 to 24245877, 33897008 to 34253683—Motor Nos. 44074859 to 5-4457940:	
Conv. Phaeton 4 Dr. 6-51 C	1,614
Business Coupe 3-56	1,274
Conv. Coupe F/W 6-56 C	1,435
Sport Coupe F/W 6-56 S	1,329
Tour. Sedan 4 Dr. 6-51	1,379
1941—Series 8-60—Century—Serial Nos. 13880012 to 14257441, 23892008 to 24245877, 33897008 to 34253683—Motor Nos. 64085000 to 6—4453893:	
Business Coupe 3-66	1,306
Sedanet F/W 6-66 S	1,346
Tour. Sedan, 4 Dr. 6-61	1,371
1941—Series 8-70—Roadmaster—Serial Nos. 13880012 to 14257441, 23892008 to 24245877, 33897008 to 34253683—Motor Nos. 74085000 to 7-4453893:	
Conv. Phaeton, 4 Dr. 6-71C	1,687
Conv. Coupe F/W 6-76 C	1,487
Sport Coupe F/W 6-76 S	1,366
Tour. Sedan, 4 Dr. 6-71	1,421
1941—Series 8-90—Limited—Serial Nos. 13880012 to 14257441, 23892008 to 24245877, 33897008 to 34253683—Motor Nos. 94085000 to 9-4453893:	
Tour. Sedan, 4 Dr. 6-91	1,766
Tour. Sedan, 4 Dr. A/S 8-90	1,906
Formal Sedan 6-91 F	1,881
Limousine A/S 8-90 L	1,971
1940—Series 8-40—Special—Serial Nos. 13596807 to 13880011, 23601856 to 23871217, 33611856 to 33874783—Motor Nos. 4-3786214 to 44074857:	
Conv. Sport Phaeton 5-41C	1,075

(2) BUICK—continued

Model, serial number, body type and passenger capacity	*Base price*
1940—Series 8-40—Special—Continued.	
Business Coupe 2-46	$937
Sport Coupe F/W 5-46 S	982
Conv. Coupe F/W 5-46 C	1,055
Tour. Sedan TK, 2 Dr. 5-48	962
Tour. Sedan TK, 4 Dr. 5-41	1,002
1940—Series 8-50—Super—Serial Nos. 13596807 to 13880011, 23601856 to 23871217, 33611856 to 33874783—Motor Nos. 5-3786214 to 54074857:	
Conv. Sport Phaeton 5-51 C	1,175
Sport Coupe F/W 6-56 S	1,077
Conv. Coupe 5-56 C	1,155
Tour. Sedan TK, 4 Dr. 6-51	1,097
Estate Wagon 6-59	1,181
1940—Series 8-60—Century — Serial Nos. 13596807 to 13880011, 23601856 to 23871217, 33611856 to 33874783—Motor Nos. 6-3812000 to 64074858:	
Conv. Sport Phaeton TK 5-61 C	1,175
Business Coupe 5-66	977
Sport Coupe 5-665	1,012
Conv. Coupe F/W 5-66 C	1,140
Tour. Sedan TK, 4 Dr. 5-61	1,042
1940—Series 8-70—Roadmaster—Serial Nos. 13596807 to 13880011, 23601856 to 23871217, 33611856 to 33874783—Motor Nos. 7-3812000 to 74074858:	
Conv. Sport Phaeton 5-71 C	1,195
Sport Coupe F/W 6-76 S	1,067
Conv. Coupe 5-76 C	1,170
Tour Sedan TK, 4 Dr. 6-71	1,112
1940—Series 8-80—Limited—Serial Nos. 13596807 to 13880011, 23601856 to 23871217, 33611856 to 33874783—Motor Nos. 8-3812000 to 84074858:	
S/L Conv. Sport Phaeton 6-80 C	1,180
Conv. Sport Phaeton TK 6-81 C	1,175
Tour. Sedan TK, 4 Dr. 6-81	1,090
S/L Sport Sedan, 4 Dr. 6-87	1,095
Formal Sedan TK 6-81 F	1,120
S/L Formal Sedan 6-87 F	1,120
1940—Series 8-90—Limited—Serial Nos. 13596807 to 13880011, 23601856 to 23871217, 33611856 to 33874783—Motor Nos. 9-3812000 to 94074858:	
Tour. Sedan TK, 4 Dr. 6-91	1,110
Tour. Sedan TK, 4 Dr. A/S 8-90	1,155
Limousine TK A/S 8-90 L	1,170
1939—Series 8-40—Special—Serial Nos. 13388547 to 13479236, 23395088 to 23403982, 33405088 to 33448272—Motor Nos. 4-3572652 to 43786213:	
Conv. Sport Phaeton TK 5-41 C	864
Business Coupe 2-46	754
Sport Coupe 4-46 S	789
Conv. Coupe 4-46 C	844
Tour. Sedan TK, 4 Dr. 5-48	779
Tour. Sedan TK, 4 Dr. 5-41	804
1939—Series 8-60—Century—Serial Nos. 13388547 to 13479236, 23395088 to 23403982, 33405088 to 33448272—Motor Nos. 6-3576652 to 63755912:	
Conv. Sport Phaeton TK 5-61 C	893
Sport Coupe O/S 4-66 S	778
Conv. Coupe O/S 4-66 C	838
Tour. Sedan TK, 2 Dr. 5-68	779
Tour. Sedan TK, 4 Dr. 5-61	803
1939—Series 8-80—Roadmaster — Serial Nos. 13388547 to 13479236, 23395088 to 23403982, 33405088 to 33448272—Motor Nos. 8-3576652 to 8-3755912:	
Sport Phaeton, 4 Dr. 6-80 C	904
Sport Phaeton TK, 4 Dr. 6-81 C	919
Tour. Sedan TK, 4 Dr. 6-81	789
Sport Sedan 6-87	779
Formal Sedan TK 6-81 F	834
1939—Series 8-90—Limited Serial Nos. 13388547 to 13479236, 23395088 to 23403982, 33405088 to 33448272—Motor Nos. 9-3576652 to 9-3755912:	
Tour. Sedan TK, 4 Dr. 6-91	799
Tour. Sedan TK, 8-90	844
Limousine TK, 8-90 L	849

(2) BUICK—continued

Model, serial number, body type and passenger capacity	*Base price*
1938—Series 8-40—Special—Serial Nos. 13219848 to 13386546, 23238767 to 23386843, 33245765 to 33376283—Motor Nos. 43396937 to 43572651:	
Conv. Phaeton 5-40 C	$683
Business Coupe 2-46	637
Sport Coupe O/S 4-46 S	657
Conv. Coupe 4-46 C	678
Sport Sedan TK, 2 Dr. 5-44	632
Tour. Sedan TK, 2 Dr. 5-48	647
Sport Sedan, 4 Dr. 5-47	657
Tour. Sedan TK, 4 Dr. 5-41	672
1938—Series 8-60—Century—Serial Nos. 13219848 to 13386546, 23238767 to 23386843, 33245765 to 33376283—Motor Nos. 63396937 to 63544292:	
Conv. Phaeton 5-60 C	692
Sport Coupe O/S 4-66 S	661
Conv. Coupe 4-66 C	697
Tour. Sedan TK, 2 Dr. 5-68	656
Sport Sedan, 4 Dr. 5-67	656
Tour. Sedan TK 4 Dr. 5-61	676
1938—Series 8-80—Roadmaster—Serial Nos. 13219848 to 13386546, 23238767 to 23386843, 33245765 to 33376283—Motor Nos. 83396937 to 83544292:	
Conv. Phaeton TK, 6-80 C	686
Tour. Sedan TK, 4 Dr. 6-81	655
Sport Sedan 6-87	650
Formal Sedan 6-81 F	670
1938—Series 8-90—Limited—Serial Nos. 13219848 to 13386546, 23238767 to 23386843, 33245765 to 33376283—Nos. 93396937 to 93545292:	
Tour. Sedan TK, 4 Dr. 6-91	650
Tour Sedan TK 8-90	685
Limousine TK 8-90 L	675
1937—Series 8-40—Serial Nos. 2999497 to 3219847—Motor Nos. 4-3166225 to 43396936:	
Conv. Phaeton 5-40 C	573
Business Coupe 2-46	541
Sport Coupe 4-46 S	551
Conv. Coupe 4-46 C	568
Sedan, 2 Dr. 5-44	526
Tour. Sedan TK, 2 Dr. 5-48	531
Sedan, 4 Dr. 5-47	551
Tour. Sedan TK, 4 Dr. 5-41	566
1937—Series 8-60—Serial Nos. 2999497 to 3219847—Motor Nos. 6-3176225 to 63396936:	
Conv. Phaeton 5-60 C	566
Sport Coupe 4-66 S	529
Conv. Coupe 4-66 C	551
Sedan, 2 Dr. 5-64	509
Tour. Sedan TK, 2 Dr. 5-68	524
Sedan, 4 Dr. 5-67	529
Tour. Sedan TK, 4 Dr. 5-61	549
1937—Series 8-80—Roadmaster—Serial Nos. 2999497 to 3219847—Motor Nos. 8-3176225 to 83396936:	
Conv. Phaeton TK 6-80 C	554
Sedan Tk. 4 Dr. 6-81	522
Formal Sedan 6-81 F	537
1937 — Series 8-90 — Limited — Serial Nos. 2999497 to 3219847—Motor Nos. 9-3176225 to 93396936:	
Sedan TK, 4 Dr. 6-91	527
Formal Sedan TK, 4 Dr. 6-91 F	537
Sedan TK 8-90	532
Limousine TK 8-90 L	537
1936—Series 8-40—Serial Nos. 2830899 to 2999496—Motor Nos. 4-2995523 to 4-3166224:	
Business Coupe 2-46	391
Sport Coupe O/S 3-46 S	401
Sport Coupe 2 4-46 S	406
Conv. Coupe 2 4-46 C	419
Victoria Coupe TK, 2 Dr. 3-48	401
Sedan TK, 4 Dr. 5-41	416
1936—Series 8-60—Serial Nos. 2830899 to 2999496—Motor Nos. 6-3001000 to 6-3166224:	
Sport Coupe O/S 3-66 S	401
Sport Coupe 2 4-66 S	391
Conv. Coupe 2 4-66 C	414
Victoria Coupe TK, 2 Dr. 5-68	391
Sedan TK, 4 Dr. 5-61	411

(2) BUICK—continued

Model, serial number, body type and passenger capacity	*Base price*
1936—Series 8-80—Roadmaster—Serial Nos. 2830899 to 2999496—Motor Nos. 8-3001000 to 8-3166224:	
Conv. Phaeton TK 6-80 C	$413
Sedan TK, 4 Dr. 6-81	406
1936—Series 8-90—Limited—Serial Nos. 2830899 to 2999496—Motor Nos. 9-3001000 to 9-3166224:	
Sedan TK, 4 Dr. 6-91	396
Formal Sedan TK, 4 Dr. 6-91 F	401
Sedan TK 8-90	406
Limousine TK 8-90 L	406
1935—Series 8-40—Serial Nos. 2777650 to 2830898—Motor Nos. 4-2937408 to 4-2995237:	
Business Coupe 2-46	260
Sport Coupe 2 4-46 S	270
Conv. Coupe 2 4-46 C	273
Tour. Sedan, 2 Dr. 5-48	270
Sedan, 4 Dr. 5-47	270
Club Sedan 5-41	280
1935—Series 8-50—Serial Nos. 2777650 to 2830898—Motor Nos. 2922072 to 2984413:	
Business Coupe 2-56	267
Sport Coupe 2-4-56 S	271
Conv. Coupe 2-4-56 C	279
Victoria Coupe 5-58	271
Sedan, 4 Dr. 5-57	271
Series 8-60:	
Conv. Phaeton 6W 5-68 C	270
Sport Coupe 2-4-66 S	268
Conv. Coupe 2-4-66 C	270
Victoria Coupe 5-68	268
Sedan, 4 Dr. 5-67	273
Club Sedan 5-61	278
Series 8-90:	
Conv. Phaeton 6W 5-98 C	263
Sport Coupe 2-4-96 S	265
Conv. Coupe 2-4-96 C	243
Victoria Coupe 5-98	260
Sedan, 4 Dr. 5-97	275
Sedan, 4 Dr. 7-90	265
Club Sedan 5-91	270
Limousine 7-90 L	265

(3) CADILLAC

1942—Series 8-61—Serial Nos. 5380001 to 5385237, 5386001 to 5386463:	
Club Coupe 5-6107	1,888
Sedan, 4 Dr. 5-6109	1,968
1942—Series 8-62—Serial Nos. 8380001 to 8384401, 8386001 to 838650:	
Club Coupe 5-6207	1,988
Deluxe Club Coupe 5-6207D	2,073
Sedan, 4 Dr. 5-6269	2,073
Deluxe Sedan, 4 Dr. 5-6269D	2,153
Club Conv. Coupe 5-6267D	2,322
1942—Series 8-63—Serial Nos. 7380001 to 7381500, 7386001 to 7386250:	
Sedan, 4 Dr. 5-6319	2,193
1942—Series 8-60—Fleetwood—Serial Nos. 6380001 to 6381500, 6386001 to 6386375—Special:	
Sedan, 4 Dr. 5-6069	2,751
Sedan (Div.), 4 Dr. 5-6069F	2,906
1942—Series 8-67—Serial Nos. 9380001 to 9380520, 9386001 to 9386180:	
Sedan 5-6719	3,061
Sedan (Div.) 5-6719F	3,236
Sedan 7-6723	3,216
Imperial Sedan 7-6733	3,371
1942—Series 8-75—Fleetwood—Serial Nos. 3380001 to 3381200, 3386001 to 3386327:	
Sedan 5-7519	3,411
Sedan (Div.) 5-7519F	3,566
Business Sedan 9-7523L	3,261
Imperial Business Sedan 9-7533L	3,446
Sedan 7-7523	3,571
Imperial Sedan 7-7533	3,711
Formal Sedan 5-7559	4,386
Formal Sedan 7-7533F	4,526
1941—Series V8—61—Serial Nos. 5340001 to 5389258:	
Coupe 5-6127	1,609
Deluxe Coupe 5-6127D	1,684
Tour. Sedan 5-6109	1,689
Deluxe Tour. Sedan 5-6109D	1,759

(3) CADILLAC—continued

Model, serial number, body type and passenger capacity	*Base price*
1941—Series V8—62—Serial Nos. 8340001 to 8364734:	
Coupe 4-6227	$1,654
Deluxe Coupe 2-4-6227D	1,729
Deluxe Conv. Coupe 2-4-6267D	1,894
Tour Sedan 5-6219	1,724
Deluxe Tour Sedan 5-6219D	1,794
Deluxe Conv. Sedan 5-6229D	1,999
1941—Series V8-63—Serial Nos. 7340001 to 7345050:	
Tour Sedan 5-6319	1,824
1941—V8-60—Fleetwood—Serial Nos. 6340001 to 6344101—Special:	
Tour. Sedan 5-6019	2,064
Tour. Sedan (Div.) 6019F	2,139
1941—V8-67—Serial Nos. 9340001 to 9340922:	
Tour Sedan 5-6719	2,289
Tour Sedan (Div.) 5-6719F	2,399
Tour Sedan 7-6723	2,389
Tour Imperial Sedan 7-6733	2,459
1941—Series V8-75—Fleetwood—Serial Nos. 3340001 to 3342104:	
Tour Sedan 5-7519	2,494
Tour Sedan (Div.) 5-7519F	2,574
Business Sedan 9-7523L	2,324
Business Imperial Sedan 9-7533L	2,434
Tour Sedan 7-7523	2,609
Tour Imperial Sedan 7-7533	2,774
Formal Sedan 5-7559	2,999
Formal Sedan 7-7533F	3,054
1940—Series V8-60S—Serial Nos. 6320001 to 6324600:	
Tour. Sedan, 4 Dr. 5-6019S	1,308
Tour. Sedan (Div.) 5-6019FS	1,353
Town Car 5-6053MB	1,676
Town Car 5-6053LB	1,686
1940—Series V8-62—Serial Nos. 8320001 to 8325903:	
Coupe 2-4-6227	1,127
Conv. Coupe 2-4-6267	1,236
Tour. Sedan, 4 Dr. 5-6219	1,187
Conv. Sedan 5-6229	1,266
1940—Series V8-72—Fleetwood—Serial Nos. 7320001 to 7321525:	
Tour. Sedan, 4 Dr. 5-7219	1,482
Tour. Sedan (Div.) 5-7219F	1,477
Tour. Sedan 7-7223	1,502
Tour. Imperial Sedan 7238	1,557
Tour. Sedan 7-7223L	1,482
Tour. Imperial Sedan 7233L	1,522
Formal Sedan 5-7259	1,707
Formal Sedan 7-7233F	1,687
1940—Series V8-75—Fleetwood—Serial Nos. 3320001 to 3320956:	
Coupe 2-4-7557	1,742
Coupe 5-7557B	1,832
Conv. Coupe 2-4-7567	1,826
Tour. Sedan 5-7519	1,567
Tour. Sedan (Div.) 5-7519F	1,587
Town Sedan 5-7539	1,802
Conv. Sedan TK 5-7529	1,856
Formal Sedan TK 5-7559	1,867
Formal Sedan TK 7-7533F	1,882
Tour. Sedan 7-7523	1,587
Tour. Imperial Sedan 7-7533	1,662
Town Car TK 7-7553	1,912
1940—Series V16-90—Serial Nos. 5320001 to 5320061:	
Coupe 2-4-9057	1,947
Conv. Coupe 2-4-9067	2,066
Coupe 5-9057B	2,077
Tour. Sedan 5-9019	1,852
Tour. Sedan (Div.) 5-9019F	1,882
Town Sedan TK 5-9039	2,032
Tour. Sedan 7-9023	1,862
Tour. Imperial Sedan 7-9033	1,922
Formal Sedan TK 5-9059	2,142
Formal Sedan TK 7-9033F	2,092
Town Car TK 7-9053	2,192
Conv. Sedan TK 5-9029	2,146
1939—Series V8-61—Serial Nos. 8290001 to 8295904:	
Coupe 2-4-6127	864
Conv. Coupe 2-4-6167	959
Tour. Sedan 5-6119	899
Conv. Sedan, TK 5-6129	1,029

(3) CADILLAC—continued

Model, serial number, body type and passenger capacity	*Base price*
1939—Series V8-60S—Serial Nos. 6290001 to 6295506:	
Tour. Sedan 5-6019	$1,054
1939—Series V8-75—Fleetwood—Serial Nos. 3290001 to 3292066:	
Coupe 2-4-7557	1,078
Coupe 5-7557B	1,093
Conv. Coupe 2-4-7567	1,154
Tour. Sedan 5-7519	1,058
Tour. Sedan (Div.) 5-7519F	1,103
Town Sedan TK 5-7539	1,148
Conv. Sedan TK 5-7529	1,294
Formal Sedan TK 5-7559	1,273
Formal Sedan TK 7-7533F	1,278
Tour. Sedan 7-7523	1,103
Tour. Imperial Sedan 7-7533	1,113
Business Tour. Sedan 7-7523L	1,098
Tour. Imperial Sedan 8-7533L	1,123
Town Car TK 7-7533	1,493
1939—Series V16-90—Fleetwood—Serial Nos. 5290001 to 5290135:	
Coupe 2-4-9057	1,288
Conv. Coupe 2-4-9067	1,389
Coupe 5-9057B	1,343
Tour. Sedan 5-9019	1,298
Town Sedan TK 5-9039	1,363
Conv. Sedan TK 5-9029	1,414
Tour. Sedan (Div.) 5-9019F	1,258
Tour. Sedan 7-9023	1,243
Tour. Imperial Sedan 9033	1,363
Formal Sedan TK 5-9059	1,408
Formal Sedan TK 7-9033F	1,423
Town Car TK 7-9053	1,618
1938—Series V8-60—Serial Nos. 6270001 to 6272052:	
Coupe 2-6127	692
Conv. Coupe 2-6167	744
Tour. Sedan 5-6119	712
Conv. Sedan 5-6140	774
1938—Series V8-60—Special—Serial Nos. 6270001 to 6273704:	
Tour. Sedan 5-6019S	842
1938—Series V8-65—Serial Nos. 7270001 to 7271476:	
Tour. Sedan 5-6519	766
Tour. Sedan (Div.) 5-6519F	791
Conv. Sedan 5-6549	838
1938—Series V8-75—Fleetwood—Serial Nos. 3270001 to 3271911:	
Coupe 2-7557	826
Coupe 2-7557B	886
Conv. Coupe 2-7567	883
Tour. Sedan 5-7519	831
Tour. Sedan (Div.) 5-7519F	866
Town Sedan 5-7539	926
Conv. Sedan TK 5-7529	1,003
Formal Sedan 5-7559	991
Formal Sedan 7-7533F	981
Tour. Sedan 7-7523	841
Tour. Imperial Sedan 7-7533	881
Tour. Sedan 8-7523L	816
Tour. Imperial Sedan 8-7533L	841
Town Car 7-7553	981
1938 — Series V16-90 — Fleetwood — Serial Nos. 5270001 to 5270315:	
Coupe 2-9057	771
Conv. Coupe 2-9067	838
Coupe 5-9057B	826
Tour. Sedan 5-9019	771
Town Sedan 5-9039	831
Conv. Sedan, TK 5-9029	883
Tour. Sedan (Div.) 5-9019F	796
Tour. Sedan 7-9023	801
Tour. Imperial Sedan 7-9033	831
Formal Sedan 5-9059	896
Formal Sedan TK 7-9033F	906
Town Car 7-9053	976
1937—Series V8-60—Serial Nos. 6030001 to 6037003:	
Coupe 2-6027	498
Conv. Coupe 2-6067	541
Tour. Sedan 5-6019	518
Conv. Sedan 5-6049	561
Club Coupe	508
1937—Series V8-65—Serial No. 7030001 to 7032406.	
Tour. Sedan 6519	546

(3) CADILLAC—continued

Model, serial number, body type and passenger capacity	*Base price*
1937—Series V8-70—Fleetwood—Serial Nos. 3130001 to 3134232:	
Sport Coupe 2-7057	$546
Conv. Coupe 2-7067	578
Tour. Sedan 5-7019	546
Conv. Sedan 5-7029	588
1937—Series V8-75—Fleetwood—Serial Nos. 3130001 to 3134232:	
Tour. Sedan 5-7519	531
Town Sedan 5-7539	591
Conv. Sedan 5-7529	608
Formal Sedan 5-7509F	631
Special Tour. Sedan 7-7523S	526
Special Tour. Imperial Sedan 7-7533S	551
Tour. Sedan 7-7523	546
Tour. Imperial Sedan 7-7533	561
Business Tour. Sedan 8-7523SL	516
Bus. Imperial Tour. Sedan 8-7533SL	536
Town Car 7-7543	601
1937—Series V12-85—Fleetwood—Serial Nos. 4130001 to 4130478:	
Tour. Sedan 5-8519	521
Town Sedan 5-8539	581
Conv. Sedan 5-8529	598
Formal Sedan 5-8509F	601
Tour. Sedan 7-8523	536
Tour. Imperial Sedan 7-8533	546
Town Car 7-8543	581
1937—Series V16-90—Fleetwood—Serial Nos. 5130301 to 5130350:	
Coupe 2-5876	551
Conv. Coupe 2-5899	603
Conv. Coupe 5	643
Town Sedan 5-5833S	551
Conv. Sedan 5-5880	638
Sedan 7-5875S	516
Limousine 7-5875	536
Imperial Cabriolet 5-5875FL	581
Town Cabriolet 5	601
Imperial Cabriolet 7-5875FL	601
Town Cabriolet 7-5825	611
Limousine Brougham 7	616
1936—Series V8-60—Serial Nos. 6010001 to 6016713:	
Coupe 2-6077	402
Conv. Coupe 2-4-6067	430
Tour. Sedan 5-6019	417
1936—Series V8-70—Fleetwood—Serial Nos. 3110001 to 3115249:	
Coupe 2-7057	417
Conv. Coupe 2-4-7067	424
Tour. Sedan 5-7019	417
Conv. Sedan 5-7029	444
1936—Series V8-75—Fleetwood—Serial Nos. 3110001 to 3115249:	
Sedan 5-7507B	417
Tour. Sedan 5-7519	427
Conv. Sedan 5-7529	464
Formal Sedan 5-7519F	457
Town Sedan 5-7539	451
Sedan 7-7503	432
Tour. Sedan 7-7523	442
Imperial Sedan 7-7513	442
Imperial Tour. Sedan 7-7533	447
Town Car 7-7543	437
1936—Series V12-80—Fleetwood—Serial Nos. 4110001 to 4110901:	
Coupe 2-8057	367
Conv. Coupe 2-4-8067	379
Tour. Sedan 5-8019	377
Conv. Sedan 5-8029	409
1936—Series V12-85—Fleetwood—Serial Nos. 4110001 to 4110901:	
Sedan 5-8509	392
Tour. Sedan 5-8519	397
Conv. Sedan 5-8529	419
Formal Sedan 5-8519F	417
Town Sedan 5-8539	397
Sedan 7-8503	402
Tour. Sedan 7-8523	407
Imperial Sedan 7-8513	412
Imperial Tour. Sedan 7-8533	412
Town Car 7-8543	402
1936 — Series V16-90 — Serial Nos. 5110201 to 5110252:	
Conv. Sedan 5-5880	399

(3) CADILLAC—continued

Model, serial number, body type and passenger capacity	*Base price*
1936—Series V16-90—Continued.	
Town Sedan 5-5833S	$367
Sedan 7-5875S	377
Limousine 7-5875	372
Imperial Cabriolet 7-5875FL	372
Town Cabriolet 7-5825	392
1935 — Series V8-355E — Serial Nos. 3105001 to 3108318 Series 10—Fisher:	
Coupe 2-4-728	255
Conv. Coupe 2-4-718	288
Conv. Sedan 5-721	293
Town Coupe 5-722	275
Sedan 5-709	270
Town Sedan 5-702	285
Series 20—Fisher:	
Coupe 2-4-678	267
Conv. Coupe 2-4-668	275
Sedan 5-659	277
Town Sedan 5-652	267
Sedan 7-662	302
Imperial Sedan 7-663	292
Conv. Sedan 5-671	290
Series 30—Fleetwood—Straight Windshield:	
Sedan 5-6030S	282
Town Sedan 5-6033S	297
Sedan 7-6075S	302
Limousine 7-6075	307
Imperial Cabriolet 5-6030FL	297
Imperial Cabriolet 7-6075FL	302
With "V" Windshield:	
Coupe 4-5676	317
Conv. Coupe 4-5635	320
Special Sedan 5-5630S	312
Special Town Sedan 5-5633S	317
Conv. Sedan Imperial 5-5680	330
Special Sedan 7-5675S	307
Special Limousine 7-5675	312
Town Cabriolet 5-5612	322
Town Cabriolet 7-5625	322
Special Imperial Cabriolet 5-5630FL	302
Special Imperial Cabriolet 7-5675FL	297
Limousine Brougham 7-5691	327
1935 -Series V12-370E—Serial Nos. 4100701 to 4101098 Series 40—Fleetwood—Straight Windshield:	
Sedan 5-6130S	277
Town Sedan 5-6133S	292
Sedan 7-6175S	287
Limousine 7-6175	287
Imperial Cabriolet 5-6130FL	287
Imperial Cabriolet 7-6175FL	287
With "V" Windshield:	
Coupe 4-5776	292
Conv. Coupe 4-5735	305
Special Sedan 5-5730S	297
Special Town Sedan 5-5733S	292
Conv. Sedan Imperial 5-5780	310
Special Sedan 7-5775S	302
Special Limousine 7-5775	292
Town Cabriolet 5-5712	307
Town Cabriolet 7-5725	312
Special Imperial Cabriolet 5-5730FL	307
Special Imperial Cabriolet 7-5775FL	297
Limousine Brougham 7-5791	297
1935—Series V16-452E—Serial Nos. 5100101 to 5100150 Series 60—Fleetwood—Straight Windshield:	
Sedan 5-6230S	277
Town Sedan 5-6233S	292
Sedan 7-6275S	287
Limousine 7-6275	277
Imperial Cabriolet 5-6230FL	272
Imperial Cabriolet 7-6275FL	272
With "V" Windshield:	
Coupe 4-5876	292
Conv. Coupe 4-5835	305
Special Sedan 5-5830S	282
Special Town Sedan 5-5833S	297
Conv. Sedan Imperial 5-5880	300
Special Sedan 7-5875S	292
Special Limousine 7-5875	277
Town Cabriolet 5-812	292
Town Cabriolet 7-5825	282
Special Imperial Cabriolet 5-5830FL	287
Special Imperial Cabriolet 7-5875FL	277
Limousine Brougham 7-5891	287

(4) CHEVROLET

Model, serial number, body type and passenger capacity	*Base price*
1942—Series 6-BG—Stylemaster—Serial Nos. BG-1001 to 13310—Motor Nos. 2 AA-1001 and up, BA-1001 and up, 2 AC-1001 and up:	
Coupe 2	$1,126
Coupe 5	1,151
Town Sedan, 2 dr. 6	1,166
Sport Sedan, 4 dr. 6	1,206
1942—Series 6-BH—Fleetmaster—Serial Nos. BH-1001 to 27530—Motor Nos. 2 AA-1001 and up, BA-1001 and up, 2 AC-1001 and up:	
Coupe 2	1,181
Coupe 5	1,216
Cabriolet 5	1,456
Town Sedan, 2 dr. 6	1,226
Sport Sedan, 4 dr. 6	1,266
Station Wagon 8	1,488
Fleetline Aero Sedan 6	1,246
Sportmaster 6	1,291
1941—Series 6-AG—Master Deluxe—Serial Nos. AG-1001 to 62708 Motor Nos. AA-1001 to 1163729, AC-1001 to 195459:	
Business Coupe 2	998
Coupe 5	1,028
Town Sedan, 2 dr. 5	1,033
Sport Sedan, 4 dr. 5	1,068
1941—Series 6-AH—Special Deluxe—Serial Nos. AH-1001 to 92374—Motor Nos. AA-1001 to 1163729, AC-1001 to 195459:	
Business Coupe 2	1,033
Coupe 5	1,058
Cabriolet 5	1,163
Town Sedan 2 dr. 5	1,073
Sport Sedan 4 dr. 5	1,103
Fleetline Sedan 4 dr. 5	1,128
Station Wagon 8	1,192
1940—Series 6-KB-85—Master—Serial Nos. KB-1001 to 20946—Motor Nos. 2697268 to 3665902, B-105462 to 221935:	
Business Coupe 2	794
Town Sedan TK, 2 dr. 5	824
Sport Sedan TK, 4 dr. 5	854
Station Wagon 8	925
1940—Series 6-KH—Master Deluxe—Serial Nos. KH-1001 to 37644—Motor Nos. 2697268 to 3665902, B-105462 to 221935:	
Business Coupe 2	829
Town Sedan TK, 2 dr. 5	849
Sport Sedan TK, 4 dr. 5	869
Sport Coupe F/W 4	869
1940—Series 6-KA—Special Deluxe—Serial Nos. KA-1001 to 72089, 2697268 to 3665902, B-105462 to 221935:	
Business Coupe 2	844
Sport Coupe F/W 4	874
Conv. Cabriolet F/W 4	950
Town Sedan TK, 2 dr. 5	879
Sport Sedan TK, 4 dr. 5	894
Station Wagon 8	973
1939—Series 6-JB-85—Master—Serial Nos. JB-1001 to 33221—Motor Nos. 1915447 to 2697267, B-10503 to 105461:	
Coupe 2	668
Coach 5	678
Town Sedan TK 2 dr. 5	688
Sedan, 4 dr. 5	698
Sport Sedan TK, 4 dr. 5	708
Station Wagon	761
1939—Series 6-JA—Master Deluxe—Serial Nos. JA-1001 to 58510—Motor Nos. 1915447 to 2697267:	
Business Coupe 2	713
Sport Coupe 4	728
Coach 5	718
Town Sedan TK, 2 dr. 5	728
Sedan 4 dr. 5	728
Sport Sedan TK, 4 dr. 5	743
Station Wagon	791

(4) CHEVROLET—continued

Model, serial number, body type and passenger capacity	*Base price*
1938—Series 6-HB-Master—Serial Nos. HB-1001 and up—Motor Nos. 1187822 to 1915447:	
Coupe 2	$569
Cabriolet 4	604
Coach 5	569
Town Sedan TK, 2 Dr. 5	589
Sedan 4 Dr. 5	589
Sport Sedan TK 5	599
1938—Series 6-HA-Master Deluxe—Serial Nos. HA-1001 and up—Motor Nos. 1187822 to 1915447:	
Coupe 2	594
Sport Coupe 4	604
Coach 5	589
Town Sedan TK, 2 Dr. 5	604
Sedan, 4 Dr. 5	604
Sport Sedan TK 5	614
1937—Series 6-GB-Master—Serial Nos. GB-1001 and up—Motor Nos. 1 to 1187821:	
Coupe 2	471
Cabriolet 2-4	496
Coach 5	476
Town Sedan TK, 2 Dr. 5	486
Sedan, 4 Dr. 5	486
Sport Sedan TK 5	496
1937—Series 6-GA-Master Deluxe—Serial Nos. GA-1001 and up—Motor Nos. 1 to 1187821:	
Coupe 2	491
Sport Coupe 2-4	496
Coach 5	491
Town Sedan TK, 2 Dr. 5	501
Sedan 4 Dr. 5	506
Sport Sedan TK 5	516
1936—Series 6-FC-Standard — Serial Nos. FC-1001 and up—Motor Nos. M-5500179 to M-6784512:	
Coupe 2	353
Cabriolet 2-4	373
Coach 5	348
Sedan 5	368
Town Sedan 5	363
Sport Sedan 5	378
1936—Series 6-FD-Master Deluxe—Serial Nos. FD-1001 and up—Motor Nos. 5500179 to 6784512:	
Coupe 2	368
Sport Coupe 2-4	378
Coach 5	373
Sedan 5	383
Town Sedan 5	383
Sport Sedan 5	398
1936—Series 6-FA-Master Deluxe—Serial Nos. FA-1001 and up—Motor Nos. 5500179 to 6784512:	
Coupe 2	373
Sport Coupe 2-4	383
Coach 5	383
Sedan 5	388
Town Sedan 5	393
Sport Sedan 5	403
1935—Series 6-EC-Standard—Serial Nos. EC-1001 and up—Motor Nos. M-4708995 to M-5500178:	
Sport Roadster 2-4	232
Phaeton 5	217
Coupe 2	252
Coach 5	252
Sedan 5	267
1935—Series 6-ED-Master Deluxe—Serial Nos. ED-1001 and up—Motor Nos. 4708995 to 5500178:	
Coupe 2	285
Sport Coupe 2-4	290
Coach 5	280
Town Sedan 5	290
Sedan 5	295
Sport Sedan 5	305
1935—Series 6-EA-Master Deluxe—Serial Nos. EA-1001 and up—Motor Nos. 4708995 to 5500178:	
Coupe 2	290
Sport Coupe 2-4	295
Coach 5	285

(4) CHEVROLET—continued

Model, serial number, body type and passenger capacity	*Base price*
1935—Series 6-EA-Master Deluxe—Continued.	
Sedan 5	$305
Town Sedan 5	295
Sport Sedan 5	310

(5) CHRYSLER

1942—Series 6-C34—Royal—Serial Nos. 70001001 to 70010179, Motor Nos. C34-1001 to 23920:	
Coupe 3	1,441
Club Coupe 6	1,536
Brougham 6	1,521
Sedan 6	1,546
Town Sedan 6	1,596
Sedan 8	1,946
Limousine 8	2,021
1942—Series 6-C34—Windsor—Serial Nos. 70501001 to 70514481, Motor Nos. C34-1001 to 23922:	
Coupe 3	1,501
Club Coupe 6	1,601
Conv. Coupe 6	1,790
Brougham 6	1,596
Sedan 6	1,626
Town Sedan 6	1,671
Town and Country Wagon 6	1,996
Town and Country Wagon 9	2,091
Sedan 8	2,023
Limousine 8	2,108
1942—Series 8-C36—Saratoga—Serial Nos. 6762501 to 6764094, Motor Nos. C36-1001 to 13516:	
Coupe 3	1,716
Club Coupe 6	1,776
Brougham 6	1,761
Sedan 6	1,816
Town Sedan 6	1,866
1942—Series 8-C36—New Yorker—Serial Nos. 6674201 to 6684754, Motor Nos. C36-1001 to 13526:	
Coupe 3	1,781
Club Coupe 6	1,846
Conv. Coupe 6	2,050
Brougham 6	1,836
Sedan 6	1,891
Town Sedan 6	1,936
1942—Series 8-C37—Crown Imperial—Serial Nos. 7808401 to 7808844, Motor Nos. C37-1001 to 1457:	
Sedan 6	3,043
Sedan 8	3,133
Limousine 8	3,273
1941—Series 6-C28—Royal—Serial Nos. 7557501 to 7736429, Motor Nos. C28-1001 to 135725:	
Coupe 3	1,174
Club Coupe 6	1,254
Luxury Brougham 6	1,229
Sedan 6	1,259
Town Sedan 6	1,304
Sedan 8	1,379
Limousine 8	1,419
1941—Series 6-C28—Windsor—Serial Nos. 7901601 to 7957099, Motor Nos. C28-1001 to 135725:	
Coupe 3	1,204
Club Coupe 6	1,289
Conv. Coupe 6	1,390
Luxury Brougham 6	1,264
Sedan 4 Dr. 6	1,304
Town Sedan 6	1,329
Town and Country Wagon 6	1,499
Town and Country Wagon 9	1,569
Sedan 8	1,428
Limousine 8	1,478
1941—Series 6-C28—Highlander—Add $35 to the Prices shown for the Windsor.	
1941—Series 8-C30—Saratoga—Serial Nos. 676501 to 6762251 Motor Nos. C30-1001 to 25734:	
Coupe 3	1,332
Club Coupe 6	1,367
Luxury Brougham 6	1,352
Sedan 6	1,382
Town Sedan 6	1,412

(5) CHRYSLER—continued

Model, serial number, body type and passenger capacity	*Base price*
1941—Series 8-C30—New Yorker—Serial Nos. 6624101 to 6642655—Motor Nos. C30-1001 to 25734:	
Coupe 3	$1,367
Club Coupe 6	1,407
Conv. Coupe 6	1,514
Luxury Brougham 6	1,407
Sedan 6	1,427
Town Sedan 6	1,432
1941—Series 8-C30—Highlander: Add $35 to the prices shown for the New Yorker.	
1941—Series 8-C30—Crown Imperial—Serial Nos. 6624101 to 6642655—Motor Nos. C33-1001 to 1735:	
Special Town Sedan 6	1,653
1941—Series 8-C33—Crown Imperial—Serial Nos 7807501 to 7808214—Motor Nos. C33-1001 to 1735:	
Sedan 6	2,053
Sedan 8	2,118
Limousine 8	2,173
1940—Series 6-C25—Royal—Serial Nos. 7625001 to 7657487—Motor Nos. C25-1001 to 70147:	
Coupe 3	906
Coupe 6	951
Victoria Sedan 6	956
Sedan 6	976
Sedan 8	1,056
Limousine 8	1,066
1940—Series 6-C25—Windsor—Serial Nos. 6955201 to 6993727—Motor Nos. C25-1001 to 72067:	
Coupe 3	836
Coupe 6	876
Conv. Coupe 6	1,063
Victoria Sedan 6	976
Sedan 6	1,001
Selan 8	1,097
Limousine 8	1,097
1940—Series 6-C25—Highfander: Add $25 to the prices shown for the Windsor.	
1940—Series 8-C26—Traveler—Serial Nos. 6750101 to 6756417—Motor Nos. C26-1001 to 18753:	
Coupe 3	963
Coupe 6	1,003
Victoria Sedan 6	998
Sedan 6	1,023
1940—Series 8-C26—New Yorker—Serial Nos. 6613401 to 6624087—Motor Nos. C26-1001 to 18761:	
Coupe 3	993
Coupe 6	1,026
Conv. Coupe 6	1,090
Victoria Sedan 6	1,023
Sedan 6	1,043
Special Formal Sedan 6	1,063
1940—Series 8-C26—Highlander: Add $25 to the prices shown for the New Yorker.	
1940—Series 8-C26—Saratoga—Serial Nos. 6673501 to 6674100—Motor Nos. C26-1001 to 18700:	
Sedan 6	1,073
Special Formal Sedan 6	1,113
1940—Series 8-C27—Crown Imperial—Serial Nos. 7806551 to 7807401—Motor Nos. C27-1001 to 1875:	
Sedan 6	1,292
Sedan 8	1,332
Limousine 8	1,337
1939—Series 6-C22—Royal—Serial Nos. 7574001 to 7624876—Motor Nos. C22-1001 to 58748:	
Coupe 2	730
Victoria Coupe 4	760
Brougham 5	755
Sedan 5	780
Sedan 7	812
Limousine Sedan 7	817
1939—Series 6-C22—Royal Windsor—Serial Nos. 6948301 to 6954947—Motor Nos. C22-1001 to 58748:	
Coupe 2	745

(5) CHRYSLER—continued

Model, serial number, body type and passenger capacity	*Base price*
1939—Series 6-C22—Royal Windsor—Continued.	
Victoria Coupe 4	$780
Club Coupe 5	815
Sedan 5	800
1939—Series 8-C23—Imperial—Serial Nos. 6742201 to 6750055—Motor Nos. C23-1001 to 13107:	
Coupe 2	735
Victoria Coupe 4	760
Brougham 5	760
Sedan 5	780
1939—Series 8-C23—New Yorker—Serial Nos. 6609901 to 6613333—Motor Nos. C23-1001 to 13107:	
Coupe 2	750
Victoria Coupe 4	770
Club Coupe 5	815
Sedan 5	795
1939—Series 8-C23—Saratoga—Serial Nos. 6672701 to 6673414—Motor Nos. C23-1001 to 13107:	
Club Coupe 5	830
Sedan 5	810
1939—Series 8-C24—Custom Imperial—Serial Nos. 7806201 to 7806507—Motor Nos. C24-1001 to 1322:	
Sedan 5	902
Sedan 7	897
Sedan Limousine 7	897
1938—Series 6-C18—Royal—Serial Nos. 7532801 to 7573257—Motor Nos. C18-1001 to 43001:	
Business Coupe 2	581
Coupe 2 to 4	591
Conv. Coupe 2 to 4	626
Brougham Comp. 5	576
Tour. Brougham TK 5	591
Sedan Comp. 5	596
Tour. Sedan TK 5	606
Conv. Sedan TK 5	643
Sedan TK 7	610
Sedan Limousine TK 7	615
1938—Series 8-C19—Imperial—Serial Nos. 6734001 to 6742105—Motor Nos. C19-1001 to 9172:	
Business Coupe 2	575
Coupe 2 to 4	585
Conv. Coupe 2 to 4	625
Tour. Brougham TK 5	585
Tour. Sedan TK 5	605
Conv. Sedan TK 5	640
1938—Series 8-C19—New York Special—Serial Nos. 6607901 to 6609802—Motor Nos. C19-1001 to 9172:	
Business Coupe 2	600
Sedan TK 5	630
1938—Series 8-C20—Custom Imperial—Serial Nos. 7805501 to 7806033—Motor Nos. C20-1001 to 3525:	
Sedan TK 5	635
Sedan TK 7	625
Sedan Limousine TK 7	620
1937—Series 6-C16—Royal—Serial Nos. 6865101 to 6948225—Motor Nos. C16-1001 to 88646:	
Business Coupe 2	460
Coupe 2 to 4	465
Conv. Coupe 2 to 4	502
Brougham Comp. 5	460
Tour. Brougham TK 5	475
Sedan Comp. 5	480
Tour. Sedan TK 5	490
Conv. Sedan TK 5	530
Sedan TK 7	509
Sedan Limousine TK 7	494
1937—Series 8-C14—Imperial—Serial Nos. 6719601 to 6733606—Motor Nos. C14-1001 to 15572:	
Business Coupe 2	457
Coupe 2 to 4	467
Conv. Coupe 2 to 4	488
Tour. Brougham TK 5	472
Tour. Sedan TK 5	482
Conv. Sedan TK 5	512

(5) CHRYSLER—continued

Model, serial number, body type and passenger capacity	*Base price*
1937—Series 8-C17—Airflow — Serial Nos. 7019401 to 7024000—Motor Nos. C17-1001 to 5618:	
Coupe 6	$505
Sedan TK 6	510
1937—Series 8-C15—Custom Imperial—Serial Nos. 7804001 to 7805201—Motor Nos. C15-1001 to 2237:	
Sedan TK 5	489
Sedan TK 7	479
Sedan Limousine TK 7	479
1936—Series 6-C7—Airstream—Serial Nos. 6823301 to 6865003—Motor Nos. C7-1001 to 44530:	
Business Coupe 2	362
Coupe 2-4	367
Conv. Coupe 2-4	389
Tour. Brougham, 2 Dr. 5	372
Conv. Sedan 5	397
Tour. Sedan, 4 Dr. 5	382
1936—Series 8-C8—Airstream Deluxe—Serial Nos. 6710501 to 6719499—Motor Nos. C8-1001 to 10554:	
Business Coupe 2	357
Coupe 2-4	362
Conv. Coupe 2-4	384
Tour. Brougham, 2 Dr. 5	367
Conv. Sedan, 4 Dr. 5	389
Tour. Sedan, 4 Dr. 5	377
Traveler Sedan 5	378
Sedan 7	383
Sedan Limousine 7	383
Town Sedan 7	413
1936—Series 8-C9—Airflow—Serial Nos. 6606201 to 6607879—Motor Nos. C9-1001 to 2852:	
Coupe 6	379
Sedan 6	389
1936—Series 8-C10—Airflow Imperial—Serial Nos. 7014901 to 7019398—Motor Nos. C10-1001 to 5536:	
Coupe 6	389
Sedan 6	399
1936—Series 8-C11—Airflow Custom Imperial—Serial Nos. 7803851 to 7803825—Motor Nos. C11-1001 to 1075:	
Sedan 5	403
Sedan Limousine 7	398
1935—Series 6-C6—Airstream—Serial Nos. 6800001 to 6823300—Motor Nos. C6-1001 to 25519:	
Business Coupe 2	266
Coupe 2-4	271
Conv. Coupe 2-4	289
Tour. Brougham, 2 Dr. 5	276
Sedan 5	276
Tour. Sedan, 4 Dr. 5	286
1935—Series 8-CZ—Airstream—Serial Nos. 6701501 to 6710500—Motor Nos. CZ-1001 to 6710500:	
Business Coupe 2	266
Coupe 24	271
Tour. Brougham, 2 Dr. 5	276
Sedan 5	276
Tour. Sedan, 4 Dr. 5	281
1935—Series 8-CZ—Airstream Deluxe—Serial Nos. 6707677 to 6710500—Motor Nos. CZ-1001 to 10341:	
Business Coupe 2	276
Coupe 2-4	276
Conv. Coupe 2-4	269
Tour. Brougham, 2 Dr. 5	286
Sedan, 4 Dr. 5	291
Tour. Sedan, 4 Dr. 5	301
Sedan 5 (Traveler)	296
Sedan 7	296
1935—Series 8-C1—Airflow—Serial Nos. 6601201 to 6606200—Motor Nos. C1-1001 to 6037:	
Business Coupe 2	278
Coupe 6	303
Sedan 6	303
1935—Series 8-C2—Airflow Imperial—Serial Nos. 7012301 to 7014900—Motor Nos. C2-1001 to 3632:	
Coupe 6	308
Sedan 6	313

(5) CHRYSLER—continued

Model, serial number, body type and passenger capacity	*Base price*
1935—Series 8-C3—Airflow Custom Imperial—Serial Nos. 7526551 to 7526675—Motor Nos. C3-1001 to 1135:	
Sedan 6	$326
Town Sedan 6	331
Sedan Limousine 8	326
Town Sedan Limousine 8	321
1935—Series 8-CW—Airflow Custom Imperial—Serial Nos. 7803799 to 7803835—Motor Nos. CW-1049 to 1080:	
Sedan 8	331
Town Sedan 8	326
Sedan Limousine 8	316
Town Sedan Limousine 8	316

(6) CROSLEY

1942—Series 2-CB-42—Serial Nos. CB-42-32000 to 35050:	
Conv. Coupe 4	551
Conv. Sedan 4	606
Deluxe Sedan 4	672
Station Wagon 4	747
1941—Series 2-CB-41—Serial Nos. 390-30000 to 31999:	
Conv. Coupe 2	359
Standard Conv. Sedan 4	409
Deluxe Conv. Coupe 4	419
Covered Wagon 4	465
Station Wagon 4	515
1940—Series 2-2A—Serial Nos. 390-20000 to 29999:	
Conv. Coupe 2	292
Standard Sedan 4	336
Deluxe Sedan 4	351
Covered Wagon 4	369
Station Wagon 4	399
Conv. Sedan Coupe 4	307
Station Wagon 2	394
1939—Series 2-2—Serial Nos. 390-10000 to 19999:	
Conv. Coupe 2	238
Conv. Sedan 4	248

(7) DE SOTO [1]

1942—Series 6-S10—Deluxe — Serial Nos. 6142001 to 6153101—Motor Nos. S10-1001 to 25551:	
Business Coupe 2	1,384
Coupe 6	1,469
Sedan, 2 Dr. 5	1,454
Sedan, 4 Dr. 5	1,484
Town Sedan 5	1,529
Sedan 7	1,814
1942—Series 6-S10—Custom — Serial Nos. 5771001 to 5783503—Motor Nos. S10-1001 to 25551:	
Coupe 2	1,424
Club Coupe 5	1,524
Conv. Coupe 5	1,697
Brougham 5	1,524
Sedan, 4 Dr. 5	1,534
Town Sedan 5	1,579
Sedan 7	1,869
Limousine 7	1,914
1941—Series 6-S8—Deluxe—Serial Nos. 6096001 to 6141720—Motor Nos. S8-1001 to 100247:	
Business Coupe 2	1,148
Coupe 5	1,228
Sedan, 2 Dr. 5	1,198
Sedan, 4 Dr. 5	1,238
Sedan 7	1,402
1941—Series 6-S8—Custom—Serial Nos. 5720401 to 5770981—Motor Nos. S8-1001 to 100247:	
Coupe 2	1,183
Club Coupe 5	1,278
Conv. Coupe 5	1,373
Brougham, 2 Dr. 5	1,253
Sedan, 4 Dr. 5	1,278

[1] The basic price for any DeSoto the serial number of which bears the prefix "SP" shall be that of the most comparable model of Plymouth.

(7) DE SOTO—continued

Model, serial number, body type and passenger capacity	*Base price*
1941—Series 6–S8–Custom—Continued.	
Town Sedan 5	$1,313
Sedan 7	1,422
Limousine 7	1,492
1940—Series 6–S7—Deluxe—Serial Nos. 6064301 to 6095928—Motor Nos. S7–1001 to 67427:	
Business Coupe 2	913
Coupe A/S 2–4	958
Tour. Sedan, 2 Dr. 5	943
Tour. Sedan, 4 Dr. 5	993
Tour. Sedan 7	1,040
1940—Series 6–S7—Custom—Serial Nos. 5688001 to 5720329—Motor Nos. S7–1001 to 67427:	
Coupe 2	933
Coupe A/S 2–4	988
Conv. Coupe 4	1,064
Tour. Sedan, 2 Dr. 5	988
Tour. Sedan, 4 Dr. 5	1,008
Tour. Sedan 7	1,050
Limousine	1,088
1939—Series 6–S6—Deluxe—Serial Nos. 5634001 to 5687134—Motor Nos. S6–1001–55461:	
Business Coupe 2	757
Coupe A/S 2–4	787
Tour. Sedan, 2 Dr. 5	777
Tour. Sedan, 4 Dr. 5	807
Tour. Sedan 7	835
Limousine-Sedan 7	835
1939—Series 6–S6—Custom—Serial Nos. 5634001 to 5687134—Motor Nos. S6–1001 to 55461:	
Coupe 2	722
Coupe A/S 2–4	802
Club Coupe 4	842
Tour. Sedan, 2 Dr. 5	807
Tour. Sedan, 4 Dr. 5	827
Tour. Sedan 7	840
Limousine-Sedan 7	850
1938—Series 6–S5—Serial Nos. 5598301 to 5632912—Motor Nos. S5–1001 to 39664:	
Business Coupe 3	581
Conv. Coupe 3–5	616
Tour. Brougham TK, 2 Dr. 6	596
Sedan Comp., 4 Dr. 6	601
Tour. Sedan TK, 4 Dr. 6	611
Conv. Sedan TK 5	636
Sedan TK 7	626
Limousine Sedan 7	626
1937—Series 6–S3—Serial Nos. 5517301 to 5597700—Motor Nos. S3–1001 to 77230:	
Business Coupe 3	462
Coupe 3–5	467
Conv. Coupe 3–5	488
Brougham Comp., 2 Dr. 6	472
Tour. Brougham TK, 4 Dr. 6	477
Sedan Comp., 4 Dr. 6	482
Tour. Sedan TK, 4 Dr. 6	492
Conv. Sedan TK 5	493
Sedan TK 7	504
Limousine Sedan 7	509
1936—Series 6–S1—Deluxe Airstream—Serial Nos. 6043701 to 6061693—Motor Nos. S1–1001 to 39756:	
Business Coupe 2	348
Tour. Brougham 5	353
Tour. Sedan 5	363
1936—Series 6–S1—Custom Airstream—Serial Nos. 5500001 to 5517216—Motor Nos. S1–1001 to 39756:	
Business Coupe 2	348
Coupe 2–4	353
Conv. Coupe 2–4	375
Tour. Brougham 5	363
Tour. Sedan 5	378
Conv. Sedan 5	380
Traveler Sedan 5	383
Sedan 7	378
1936—Series 6–S2—Airflow III—Serial Nos. 5089001 to 5093971—Motor Nos. S2–1001 to 6038:	
Coupe 5	372
Sedan 6	392

(7) DE SOTO—continued

Model, serial number, body type and passenger capacity	*Base price*
1935—Series 6–SF—Airstream—Serial Nos. 6023501 to 6043679—Motor Nos. SF–1001 to 21874:	
Business Coupe 2	$261
Coupe 2–4	266
Conv. Coupe 2–4	274
Sedan, 2 Dr. 5	261
Tour. Sedan, 2 Dr. 5	271
Sedan 5	276
Tour. Sedan 5	286
1935 — Series 6–SG — Airflow — Serial Nos. 5082201 to 5088967—Motor Nos. SG–1001 to 7843:	
Business Coupe 3	266
Coupe 5	271
Sedan 6	281
Town Sedan 6	286

(8) DODGE[1]

1942 — Series 6–D22 — Serial Nos. 30577001 and up—Motor Nos. D22–1001 and up:	
Deluxe:	
Coupe 3	1,263
Club Coupe 6	1,368
Sedan, 2 Dr. 6	1,328
Sedan, 4 Dr. 6	1,366
Custom:	
Club Coupe 6	1,423
Conv. Coupe 5	1,621
Brougham 6	1,378
Sedan, 4 Dr. 6	1,423
Town Sedan 6	1,483
Sedan 7	1,822
Limousine 7	1,887
1941 — Series 6–D19 — Serial Nos. 30342401 and up—Motor Nos. D19–1001 and up:	
Deluxe:	
Coupe 2	1,096
Sedan, 2 Dr. 6	1,136
Sedan, 4 Dr. 6	1,171
Custom:	
Club Coupe 6	1,216
Conv. Coupe 5	1,315
Brougham, 2 Dr. 6	1,176
Sedan, 4 Dr. 6	1,221
Town Sedan 6	1,261
Sedan 7	1,355
Limousine 7	1,370
1940—Series 6–D17—Serial Nos. 4349001 to 4415505—Motor Nos. D14–1001 to 193835:	
Special:	
Coupe 2	862
Sedan, 2 Dr. 5	892
Sedan, 4 Dr. 5	932
1940 — Series 6–D14 — Serial Nos. 30216001 to 30342333—Motor Nos. D14–1001 to 193835:	
Deluxe:	
Coupe 2	897
Coupe A/S 2–4	937
Conv. Coupe 5	1,013
Sedan, 2 Dr. 5	917
Sedan, 4 Dr. 5	962
Sedan 7	1,045
Limousine 7	1,030
1939—Series 6–D11—Luxury Liner—Serial Nos. 4276701 to 4347700—Motor Nos. D11–1001 to 186148:	
Coupe 2	715
Sedan, 2 Dr. 5	720
Sedan, 4 Dr. 5	755
Serial Nos. 30100001 to 30214458—Motor Nos. D11–1001 to 185881:	
Deluxe:	
Coupe 2	862
Coupe A/S 2–4	765
Town Coupe 5	810
Sedan, 2 Dr. 5	755
Sedan, 4 Dr. 5	790
Limousine 7	836
Sedan 7	816

[1] The basic price for any Dodge the serial number of which bears the prefix "DP" shall be that of the cost comparable model of Plymouth.

(8) DODGE—continued

Model, serial number, body type and passenger capacity	*Base price*
1938 Series 6–D8—Serial Nos. 30001001 to 30097066, 40001001 to 40016525—Motor Nos. D8–1001 to 114530:	
Business Coupe 2	$588
Coupe 2–4	598
Conv. Coupe 2–4	623
Comp. Sedan, 2 Dr. 5	593
Tour. Sedan TK, 2 Dr. 5	608
Comp. Sedan, 4 Dr. 5	613
Tour. Sedan TK, 4 Dr. 5	623
Conv. Sedan TK 5	643
Sedan TK 7	636
Limousine TK 5	626
1937—Series 6–D5—Serial Nos. 4530451 to 4780907, 9118501 to 9149361—Motor Nos. D5–1001 to 294170:	
Business Coupe 2	484
Coupe 2–4	489
Conv. Coupe 2–4	520
Comp. Sedan, 2 Dr. 5	489
Tour. Sedan TK, 2 Dr. 5	499
Comp. Sedan, 4 Dr. 5	509
Tour. Sedan TK, 4 Dr. 5	519
Conv. Sedan 5	530
Sedan 7	534
Limousine 5	604
1936—Series 6–D2—Beauty Winner—Serial Nos. 4015051 to 4276687—Motor Nos. D2–1001 to 266089:	
Coupe 2	358
Coupe 2–4	363
Conv. Coupe 2–4	405
Sedan, 2 Dr. 5	363
Tour. Sedan, 2 Dr. 5	368
Sedan 5	373
Tour. Sedan 5	378
Conv. Sedan 5	395
Sedan 7	410
1935—Series 6–DU—New Value Six—Serial Nos. 3756501 to 3913106—Motor Nos. DU–1001 to 150544:	
Coupe 2	277
Coupe 2–4	287
Conv. Coupe 2–4	309
Sedan, 2 Dr. 5	282
Tour. Sedan, 2 Dr. 5	292
Sedan 5	297
Tour. Sedan, 4 Dr. 5	307
Caravan Sedan 5	317
Sedan 7	312

(9) FORD

1942—Series 6—2GA—90 h. p.—Serial Nos. 1GA–34801 and up:	
Special:	
Coupe 3—77C	1,132
Tudor Sedan 6—70C	1,162
Fordor Sedan 6—73C	1,197
Deluxe:	
Coupe 3—77A	1,147
Sedan Coupe 6—72A	1,212
Tudor Sedan 6—70A	1,195
Fordor Sedan 6—73A	1,232
Station Wagon 8—79A	1,408
Super Deluxe:	
Coupe 3—77B	1,187
Sedan Coupe 6—72B	1,242
Conv. Club Coupe 5—76	1,431
Tudor Sedan 6—70B	1,232
Fordor Sedan 6—73B	1,272
Station Wagon 8—79B	1,498
1942—Series V–8—21A—90 h. p.—Serial Nos. 18–6769036 and up:	
Deluxe:	
Coupe 3—77A	1,157
Sedan Coupe 6—72A	1,232
Tudor Sedan 6—70A	1,207
Fordor Sedan 6—73A	1,237
Station Wagon 8—79A	1,463
Super Deluxe:	
Coupe 3—77B	1,207
Sedan Coupe 6—72B	1,272
Conv. Club Coupe 5—76	1,441
Tudor Sedan 6—70B	1,247
Fordor Sedan 6—73B	1,282
Station Wagon 79B	1,513

(9) FORD—continued

Model, serial number, body type and passenger capacity	*Base price*
1941—Series 6—1GA—90 h. p.—Serial Nos. 1GA–1 and up:	
Special:	
Coupe 2	$879
Tudor Sedan 5	899
Fordor Sedan 5	924
Deluxe:	
Coupe 5W 2	914
Coupe A/S 2–4	954
Tudor Sedan 5	954
Fordor Sedan 5	984
Station Wagon	1,129
Super Deluxe:	
Coupe 5W 2	959
Coupe A/S 2–4	994
Sedan Coupe 5	1,029
Conv. Club Coupe 2–4	1,119
Tudor Sedan 5	1,044
Fordor Sedan 5	1,044
Station Wagon	1,164
1941—Series V–8—11A—85 h. p.—Serial Nos. 18–5896295 and up:	
Special:	
Coupe 2	904
Tudor Sedan 5	934
Fordor Sedan 5	974
Deluxe:	
Coupe 5W 2	949
Coupe A/S 2–4	984
Tudor Sedan 5	984
Fordor Sedan 5	1,019
Station Wagon	1,144
Super Deluxe:	
Coupe 5W 2	994
Coupe A/S 2–4	1,024
Sedan Coupe 5	1,054
Conv. Club Coupe 2–4	1,129
Tudor Sedan 5	1,019
Fordor Sedan 5	1,054
Station Wagon	1,184
1940—Series V–8—02A—60 h. p.—Serial Nos. 54–506501 and up:	
Coupe 5W 2	672
Business Coupe 2	692
Tudor Sedan 5	692
Fordor Sedan 5	722
1940—Series V–8—01A—85 h. p.—Serial Nos. 18–5210701 to 18–5896294:	
Standard:	
Coupe 5W 2	737
Business Coupe 2	762
Tudor Sedan 5	782
Fordor Sedan 5	812
Station Wagon	900
Deluxe:	
Coupe 5W 2	787
Business Coupe 2	817
Conv. Club Coupe 2–4	873
Tudor Sedan 5	832
Fordor Sedan 5	857
Station Wagon	960
1939—Series V–8—922 A—60 h. p.—Serial Nos. up to 54–506500:	
Standard:	
Coupe 5W 2	557
Tudor Sedan 5	572
Fordor Sedan 5	597
1939—Series V–8—91A—85 h. p.—Serial Nos. 18–4661001 to 5210700:	
Standard:	
Coupe 5W 2	627
Tudor Sedan 5	642
Fordor Sedan 5	667
Station Wagon	764
Deluxe:	
Coupe 5W 2	667
Conv. Coupe 2–4	736
Tudor Sedan 5	692
Fordor Sedan 5	712
Conv. Sedan 5	786
Station Wagon	814
1938—Series V–8—82A—60 h. p.—Serial Nos. 54–358335 and up:	
Standard:	
Coupe 5W 2	455
Tudor Sedan 5	460
Fordor Sedan 5	485

(9) FORD—continued

Model, serial number, body type and passenger capacity	*Base price*
1938—Series V–8—81A—85 h. p.—Serial Nos. 18–4186447 to 18–4661000:	
Standard:	
Coupe 5W 2	$540
Tudor Sedan 5	550
Fordor Sedan 5	560
Station Wagon	621
Deluxe:	
Phaeton 5	605
Coupe 5W 2	575
Conv. Coupe 2–4	619
Club Coupe 5	605
Conv. Club Coupe 5	634
Tudor Sedan 5	590
Fordor Sedan 5	605
Conv. Sedan 5	649
1937—Series V–8—74—60 h. p.—Serial Nos. 54–6602 to 54–358334:	
Coupe 5W 2	378
Tudor 5	378
Tour. Tudor 5	388
Fordor 5	393
Tour Fordor 5	403
Station Wagon (cur.)	424
Station Wagon (glass)	444
1937—Series V–8—78—85 h. p.—Serial Nos. 18–3331857 to 18–4186446:	
Standard:	
Coupe 5W 2	438
Tudor 5	433
Tour. Tudor 5	443
Fordor 5	448
Tour. Fordor 5	458
Station Wagon (cur.)	504
Station Wagon (glass)	519
Deluxe:	
Roadster 2–4	448
Phaeton 5	443
Coupe 5W 2	448
Cabriolet 2–4	473
Club Coupe 5W 5	498
Club Cabriolet 4	508
Tudor 5	458
Tour. Tudor 5	468
Fordor 5	473
Tour. Fordor 5	488
Conv. Sedan 5	519
1936—Series V–8–68—85 h. p.—Serial Nos. 18–2207111 to 18–3331856:	
Standard:	
Coupe 5W 2	358
Coupe 5W 2–4	363
Tudor 5	353
Tour. Tudor 5	363
Fordor 5	368
Tour. Fordor 5	383
Station Wagon	398
Deluxe:	
Roadster 2–4	368
Phaeton 5	358
Coupe 3W 2	378
Coupe 3W 2–4	383
Coupe 5W 2	373
Coupe 5W 2–4	378
Cabriolet 2–4	383
Club Cabriolet 2–4	393
Tudor 5	373
Tour. Tudor 5	383
Fordor 5	393
Tour. Fordor 5	393
Conv. Sedan 5	393
Conv. Sedan TK 5	403
1935—Series V–8–48—85 h. p.—Serial Nos. 18–1234357 to 18–2207110:	
Standard:	
Coupe 5W 2	277
Coupe 5W 2–4	292
Conv. Cabriolet 2–4	293
Tudor 5	277
Fordor 5	292
Conv. Sedan 5	303
Deluxe:	
Roadster 2–4	272
Phaeton 5	267
Coupe 3W 2	287
Coupe 3W 2–4	292

(9) FORD—continued

Model, serial number, body type and passenger capacity	*Base price*
1935—Series V–8–48–85 h. p.—Deluxe—Continued.	
Coupe 5W 2	$282
Coupe 5W 2–4	297
Tudor 5	282
Fordor 5	292
Tour. Tudor 5	287
Tour. Fordor 5	297
Station Wagon	318

(10) GRAHAM

1941—Series 6—113—Serial Nos. 900001 and up—Motor Nos. 910001 and up—Custom Hollywood:	
Sedan, 4 Dr. 5	861
1941—Series 6—109—Serial Nos. 700146 and up—Motor Nos. 710046 and up—Custom Hollywood Supercharger:	
Sedan, 4 Dr. 5	856
1940—Series 6—108—Serial Nos. 605001 to 605661—Motor Nos. 615001 to 615657—	
Deluxe:	
Comp. Coupe 5	652
Sedan TK, 2 Dr. 5	657
Sedan TK, 4 Dr. 5	667
Custom:	
Comb. Coupe 5	687
Sedan TK, 2 Dr. 5	687
Sedan TK, 4 Dr. 5	692
1940—Series 6—107—Serial Nos. 505001 to 505358—Motor Nos. 515001 to 515575—	
Deluxe Supercharger:	
Comb. Coupe 5	712
Sedan TK, 2 Dr. 5	707
Sedan TK, 4 Dr. 5	717
Custom Supercharger:	
Comb. Coupe 5	737
Sedan TK, 2 Dr. 5	732
Sedan TK, 4 Dr. 5	742
1940—Series 6—109—Serial Nos. 700001 to 700145—Motor Nos. 710001 to 710045 —	
Hollywood Custom Super:	
Conv. Coupe 3	774
Sedan, 4 Dr. 5	749
1939—Series 6—96—Serial Nos. 600001 to 602913—Motor Nos. 610001 to 612920:	
Special:	
Comb. Coupe 5	595
Sedan TK, 2 Dr. 6	595
Sedan TK, 4 Dr. 6	610
Custom Special:	
Comb. Coupe 5	615
Sedan TK, 2 Dr. 6	615
Sedan TK, 4 Dr. 6	625
1939—Series 6—97—Serial Nos. 500001 to 502479—Motor Nos. 510001 to 512507:	
Supercharger:	
Comb. Coupe 5	615
Sedan TK, 2 Dr. 6	615
Sedan TK, 4 Dr. 6	630
Custom Supercharger:	
Comb. Coupe 5	640
Sedan TK, 2 Dr. 6	650
Sedan TK, 4 Dr. 6	650
1938—Series 6—96—Serial Nos. 225000 to 227602—Motor Nos. 230000 to 232605:	
Standard:	
Sedan TK, 4 Dr. 6	455
Special:	
Sedan TK, 4 Dr. 6	475
1939—Series 6—97—Serial Nos. 140000 to 142403—Motor Nos. 145000 to 147434:	
Supercharger:	
Sedan TK, 4 Dr. 6	485
Custom Supercharger:	
Sedan TK, 4 Dr. 6	500
1937—Series 6–85—Serial Nos. 315001 to 319318 — Motor Nos. 320001 to 324360:	

(10) GRAHAM—continued

Model, serial number, body type and passenger capacity	*Base price*
1937—Series 6-85—Continued.	
Crusader:	
Tour. Sedan, 2 Dr. 5	$299
Tour. Sedan, TK, 2 Dr. 5	314
Tour. Sedan, 4 Dr. 5	319
Tour. Sedan TK, 4 Dr. 5	324
1937—Series 6-95—Serial Nos. 215001 to 223250—Motor Nos. 220001 to 228370:	
Cavalier:	
Business Coupe 3	314
Coupe 3-5	324
Conv. Coup 3-5	352
Tour. Sedan, 2 Dr. 5	319
Tour. Sedan TK, 2 Dr. 5	334
Tour. Sedan, 4 Dr. 5	339
Tour. Sedan TK, 4 Dr. 5	354
1937—Series 6-116—Serial Nos. 130001 to 135551—Motor Nos. 135001 to 140209:	
Supercharger:	
Business Coupe 3	334
Coupe 3-5	344
Conv. Coupe 3-5	366
Tour. Sedan, 2 Dr. 5	344
Tour. Sedan TK, 2 Dr. 5	359
Tour. Sedan, 4 Dr. 5	364
Tour. Sedan TK, 4 Dr. 5	374
1937—Series 6-120—Serial Nos. 120001 to 120199; 110001 to 113002—Motor Nos. 115001 to 118864:	
Custom Supercharger:	
Business Coupe 3	340
Coupe 3-5	350
Conv. Coupe 3-5	378
Tour. Sedan, 4 Dr. 5	365
Tour. Sedan TK, 4 Dr. 5	375
1936—Series 6-80—Serial Nos. 300001 to 308220—Motor Nos. 305001 to 313250:	
Crusader:	
Tour. Sedan, 2 Dr. 6	243
Tour. Sedan TK, 2 Dr. 6	248
Tour. Sedan, 4 Dr. 6	258
Tour. Sedan TK, 4 Dr. 6	268
1936—Series 6-80 A—Serial Nos. 300001 to 388212—Motor Nos. 305001 to 313250:	
Crusader:	
Tour. Sedan, 2 Dr. 6	223
Tour. Sedan TK, 2 Dr. 6	233
Tour. Sedan, 4 Dr. 6	238
Tour. Sedan TK, 4 Dr. 6	253
1936—Series 6-90—Serial Nos. 200001 to 202755—Motor Nos. 205001 to 207850:	
Cavalier:	
Business Coupe 2	238
Coupe 2-4	243
Tour. Sedan, 2 Dr. 6	253
Tour. Sedan TK, 2 Dr. 6	263
Tour. Sedan, 4 Dr. 6	268
Tour. Sedan TK, 4 Dr. 6	273
1936—Series 6-90 A—Serial Nos. 205001 to 212750—Motor Nos. 210001 to 217800:	
Cavalier:	
Business Coupe 2	208
Coupe 2-4	218
Tour. Sedan, 2 Dr. 6	228
Tour. Sedan TK, 2 Dr. 6	238
Tour. Sedan, 4 Dr. 6	243
Tour. Sedan TK, 4 Dr. 6	253
1936—Series 6-110—Serial Nos. 100001 to 105500—Motor Nos. 105001 and up:	
Super:	
Coupe 2	218
Coupe 2-4	223
Tour. Sedan, 2 Dr. 6	228
Tour. Sedan TK, 2 Dr. 6	243
Tour. Sedan, 4 Dr. 6	248
Tour. Sedan TK, 4 Dr. 6	258
Custom Sedan, 4 Dr. 6	268
1935—Series 6-68—Serial Nos. 1623501 to 1627520, Motor Nos. 1620001 to 1632050—Standard:	
Business Coupe 3	166

(10) GRAHAM—continued

Model, serial number, body type and passenger capacity	*Base price*
1935—Series 6-68—Continued.	
Coupe 3 5	$166
Conv. Coupe 3 5	165
Sedan 6	176
Sedan TK 6	186
1935—Series 8-67—Serial Nos. 1805915 to 1807575, Motor Nos. 1310001 to 1811780—Special:	
Coupe 3	166
Coupe 3 5	171
Conv. Coupe 3 5	170
Sedan 6	176
Sedan TK 6	186
Standard:	
Business Coupe 2	166
Coupe 3-5	171
Sedan 6	181
Sedan TK 6	191
1935—Series 8-69—Serial Nos. 1025646 to 1027507, Motor Nos. 1030620 to 1031950—Special:	
Coupe 3	161
Coupe 3-5	166
Conv. Coupe 3-5	165
Sedan 6	176
Sedan TK 6	186
1935—Series 8-69—Serial Nos. 1025089 to 1027507, Motor Nos. 1030001 to 1031950—Custom Supercharger:	
Coupe 3	161
Coupe 3-5	166
Conv. Coupe 3-5	166
Sedan 6	176
Sedan TK 6	186
1935—Series 6-74—Serial Nos. 1700001 to 1711470, Motor Nos. 1705001 to 1717200—Graham:	
Tour. Sedan, 2 Dr. 5	186
Tour. Sedan, 4 Dr. 5	206
Tour. Sedan Deluxe, 3 Dr. 5	196
Tour. Sedan Deluxe, 4 Dr. 5	211
1935—Series 6-73—Serial Nos. 1635001 to 1639903, Motor Nos. 1640001 to 1645100—Special:	
Coupe 2	196
Coupe 2-4	201
Conv. Coupe 2-4	205
Tour. Sedan, 4 Dr. 5	211
1935—Series 8-72—Serial Nos. 1800001 to 1811020, Motor Nos. 1815001 to 1815990:	
Coupe 2	166
Coupe 2-4	166
Conv. Coupe 2-4	165
Tour. Sedan, 4 Dr. 5	176
1935—Series 8-75—Serial Nos. 1035001 to 1036252, Motor Nos. 1040001 to 1042050—Supercharger:	
Coupe 2	156
Coupe 2-4	166
Conv. Coupe 2-4	166
Tour. Sedan, 4 Dr. 5	176

(11) HUDSON

Model, serial number, body type and passenger capacity	*Base price*
1942—Series 6-20 T—Traveler—Serial Nos. T-20101 to T-2041232:	
Coupe 3	1,108
Club Coupe 4	1,178
Club Sedan, 2 dr. 6	1,158
Tour. Sedan, 4 dr. 6	1,188
1942—Series 20 P—De Luxe—Serial Nos. P-20101 to P-2041232:	
Coupe 3	1,198
Club Coupe 4	1,253
Club Sedan, 2 dr. 6	1,233
Tour. Sedan, 4 dr. 6	1,263
Conv. Sedan 6	1,496
1942—Series 6-21—Super—Serial Nos. 21101 to 2141232:	
Coupe 3	1,332
Club Coupe 4	1,382
Club Sedan, 2 dr. 6	1,357
Tour. Sedan, 4 dr. 6	1,387
Conv. Sedan 6	1,586
Station Wagon	1,699

(11) HUDSON—continued

Model, serial number, body type and passenger capacity	*Base price*
1942—Series 6-22—Commodore—Serial Nos. 22101 to 2241232:	
Coupe 3	$1,412
Club Coupe 5	1,472
Club Sedan, 2 dr. 6	1,447
Tour. Sedan, 4 dr. 6	1,482
Conv. Sedan 6	1,666
1942—Series 8-24—Commodore—Serial Nos. 24101 to 2441232:	
Coupe 3	1,452
Club Coupe 5	1,507
Club Sedan, 2 dr. 6	1,497
Tour. Sedan, 4 dr. 6	1,522
Conv. Sedan 6	1,716
1942—Series 8-25—Commodore—Custom—Serial Nos. 25101 to 2541232:	
Club Coupe 4	1,602
1942—Series 8-27—Commodore—Custom—Serial Nos. 27101 to 2741232:	
Tour. Sedan, 4 dr. 6	1,722
1941—Series 6-10 T—Traveler—Serial Nos. T-10101 and up:	
Coupe 3	949
Club Coupe 4	1,034
Club Sedan, 2 dr. 6	1,019
Tour. Sedan, 4 dr. 6	1,044
1941—Series 6-10 C—Utility—Serial Nos. C-10101 and up:	
Coach 6	1,034
Coupe 6	974
1941—Series 6-10 P—DeLuxe—Serial Nos. 10101 and up:	
Coupe 3	1,069
Club Coupe 4	1,104
Club Sedan, 2 dr. 6	1,089
Tour. Sedan, 4 dr. 6	1,114
Conv. Sedan 6	1,239
1941—Series 6-11—Super—Serial Nos. 11101 and up:	
Coupe 3	1,138
Club Coupe 4	1,183
Club Sedan, 2 dr. 6	1,153
Tour. Sedan, 4 dr. 6	1,178
Conv. Sedan 6	1,334
Station Wagon	1,404
1941—Series 6-12—Commodore—Serial Nos. 12101 and up:	
Coupe 3	1,188
Club Coupe 4	1,253
Club Sedan, 2 dr. 6	1,238
Tour. Sedan, 4 dr. 6	1,253
Conv. Sedan 6	1,353
1941—Series 6-18—Big Boy—Serial Nos. P-18101 and up:	
Sedan 7	1,257
Carry-All	1,157
1941—Series 8-14—Commodore—Serial Nos. 14101 and up:	
Coupe 3	1,228
Club Coupe 4	1,273
Club Sedan, 2 dr. 6	1,243
Tour. Sedan, 4 dr. 6	1,268
Conv. Sedan 6	1,393
Station Wagon	1,449
1941—Custom Series 8-15—Commodore Custom—Serial Nos. 15101 and up:	
Coupe 3	1,228
Club Coupe 4	1,283
1941—Series 8-17—Commodore Custom—Serial Nos. 17101 and up:	
Tour. Sedan, 4 Dr. 6	1,367
Sedan 7	1,492
1940—Series 6-40 T-Traveler—Serial Nos. 40101 to 4089192:	
Coupe 3	862
Victoria Coupe 4	827
Tour. Sedan, 2 Dr. 6	817
Tour. Sedan, 4 Dr. 6	832
1940—Series 6-40 P—De Luxe—Serial Nos. 40101 to 4089192:	
Coupe 3	822
Victoria Coupe 4	847
Conv. Coupe 5	898
Tour. Sedan, 2 Dr. 6	847
Tour. Sedan, 4 Dr. 6	867
Conv. Sedan 6	908

(11) HUDSON—continued

Model, serial number, body type and passenger capacity	*Base price*
1940—Series 6-41—Super—Serial Nos. 41101 to 4189192:	
Coupe 3	$865
Victoria Coupe 4	900
Conv. Coupe 5	932
Tour. Sedan, 2 Dr. 6	885
Tour. Sedan, 4 Dr. 6	915
Conv. Sedan 6	952
1940—Series 6-43—Country Club—Serial Nos. 43101 to 4389192:	
Tour. Sedan 4 Dr. 6	937
Sport Tour. Sedan, 4 Dr. 6	947
Sedan 7	1,012
1940—Series 6-48—Big Boy—Serial Nos. 48101 to 4889192:	
Carry-All	867
Sedan 7	942
1940—Series 6-44—Hudson Eight—Serial Nos. 44101 to 4489192:	
Coupe 3	880
Victoria Coupe 4	940
Conv. Coupe 5	967
Tour Sedan, 2 Dr. 6	920
Tour. Sedan, 4 Dr. 6	940
Conv. Sedan 6	967
1940—Series 6-45—De Luxe—Serial Nos. 45101 to 4589192:	
Tour. Sedan, 2 Dr. 6	930
Tour. Sedan, 4 Dr. 6	955
1940—Series 8-47—Country Club—Serial Nos. 47101 to 4789192:	
Tour. Sedan, 4 Dr. 6	997
Sport Tour. Sedan, 4 Dr. 6	1,017
Sedan 7	1,097
1939—Series 6-90—Hudson 112 DeLuxe—Serial Nos. 90101 to 9054902:	
Traveler Coupe 3	586
Coupe 3	616
Victoria Coupe 4	646
Conv. Coupe 3	684
Tour. Brougham 6	636
Conv. Brougham 6	699
Tour. Sedan 6	666
Utility Coach 6	596
Utility Coupe 3	601
Station Wagon	689
1939—6-91—Hudson Pacemaker—Serial Nos. 91101 to 9154902:	
Coupe 3	653
Victoria Coupe 5	683
Tour. Brougham 6	668
Tour. Sedan 6	693
1939—6-92—Hudson Six—Serial Nos. 92101 to 9254902:	
Coupe 3	668
Victoria Coupe 5	703
Conv. Coupe 3	722
Tour. Brougham 6	688
Conv. Brougham 6	742
Tour. Sedan 6	713
1939—Series 6-93—Country Club Six—Serial Nos. 93101 to 9354902:	
Coupe 3	693
Victoria Coupe 6	718
Conv. Coupe 3	757
Tour. Brougham 6	708
Conv. Brougham 6	717
Tour. Sedan, 4 Dr. 6	743
1939—Series 6-98—Big Boy—Serial Nos. 98101 to 9854902:	
Tour Sedan 6	663
Sedan 7	748
1939—Series 8-95—Country Club Eight—Serial Nos. 95101 to 9554902:	
Coupe 3	698
Victoria Coupe 5	728
Conv. Coupe 3	767
Tour. Brougham 6	718
Conv. Brougham 6	787
Tour Sedan 6	743
1939—Series 8-97—Custom—Serial Nos. 97101 to 9754902:	
Tour. Sedan 6	775
Sedan 7	800

(11) HUDSON—continued

Model, serial number, body type and passenger capacity	*Base price*
1938—Series 6-80—Terraplane Utility—Serial Nos. 80101 to 8056040—Motor Nos. 360000 and up:	
Coupe 3	$509
Coach 6	504
Tour. Coach 6	529
Station Wagon	564
1938—Series 6-88—Big Boy—Serial Nos. 88101 to 8856040:	
Sedan 6-7	555
Tour. Sedan 6	570
1938—Series 6-81—Terraplane Deluxe—Serial Nos. 81101 to 8156040—Motor Nos. 360000 and up:	
Coupe 3	534
Victoria Coupe 3-5	549
Conv. Coupe 3	564
Brougham 6	535
Tour. Brougham 6	549
Sedan 6	559
Tour. Sedan 6	579
Conv. Brougham 6	589
1938—Series 6-82—Terraplane Super—Serial Nos. 82101 to 8256040—Motor Nos. 360000 and up:	
Coupe 3	534
Victoria Coupe 3-5	549
Conv. Coupe 3	584
Brougham 6	544
Tour. Brougham 6	559
Sedan 6	564
Tour. Sedan 6	579
Conv. Brougham 6	589
1938—Series 6-83—Hudson Custom—Serial Nos. 83101 to 8356040—Motor Nos. 98000 and up:	
Coupe 3	551
Victoria Coupe 3-5	571
Conv. Coupe 3	586
Brougham 6	556
Tour. Brougham 6	566
Sedan 6	581
Tour. Sedan 6	601
Conv. Brougham 6	596
1938—Series 6-89—Hudson 112—Serial Nos. 89101 to 8956040:	
Standard:	
Coupe 3	479
Victoria Coupe 4	499
Conv. Coupe 3	514
Brougham 6	504
Tour. Brougham 6	499
Sedan 6	509
Tour. Sedan 6	519
Conv. Brougham 6	544
Utility:	
Coupe 3	489
Coach 6	479
Tour. Coach 6	489
Deluxe:	
Coupe 3	489
Victoria Coupe 4	514
Conv. Coupe 3	529
Brougham 6	509
Tour. Brougham 6	519
Sedan 6	524
Conv. Brougham 6	544
Tour. Sedan 6	534
1938—Series 8-84—Hudson Deluxe—Serial Nos. 84101 to 8456040—Motor Nos. 35000 and up:	
Coupe 3	551
Victoria Coupe 3-5	571
Conv. Coupe 3	601
Brougham 6	566
Tour. Brougham 6	576
Sedan 6	581
Tour. Sedan 6	597
Conv. Brougham 6	621
1938—Series 8-85—Hudson Custom—Serial Nos. 85101 to 8556040—Motor Nos. 35000 and up:	
Coupe 3	566
Victoria Coupe 3-5	571
Brougham 6	576
Tour. Brougham 6	581
Sedan 6	591
Tour. Sedan 6	601

(11) HUDSON—continued

Model, serial number, body type and passenger capacity	*Base price*
1938—Series 8-87—Country Club—Serial Nos. 87101 to 8756040—Motor Nos. 35000 and up:	
Sedan 6	$616
Tour. Sedan 6	631
1937—Series 6-70—Terraplane Deluxe Six—Serial Nos. 70101 to 708001—Motor Nos. 250000 to 352074:	
Station Wagon	447
1937—Series 6-71—Terraplane Deluxe Six—Serial Nos. 71101 to 7170346—Motor Nos. 250000 to 352074:	
Business Coupe 2	393
Coupe 3	406
Victoria Coupe 3	420
Conv. Coupe 2	432
Brougham, 2 dr. 5	406
Tour. Brougham, 2 dr. 5	416
Sedan, 4 dr. 5	436
Tour. Sedan, 4 dr. 5	436
Conv. Brougham 4	437
1937—Series 6-72—Terraplane Super Six—Serial Nos. 72101 to 7219907—Motor Nos. 250000 to 352074:	
Coupe 3	416
Victoria Coupe 3	436
Conv. Coupe 2	452
Brougham, 2 dr. 5	421
Tour. Brougham, 2 dr. 5	431
Sedan, 4 dr. 5	441
Tour. Sedan, 4 dr. 5	451
Conv. Brougham 4	452
1937—Series 6-73—Hudson Custom Six—Serial Nos. 73101 to 736913—Motor Nos. 90000 to 97062:	
Business Coupe 2	447
Coupe 3	462
Victoria Coupe 3	462
Conv. Coupe 2	478
Brougham, 2 dr. 5	452
Tour. Brougham, 2 dr. 5	467
Sedan, 4 dr. 5	477
Tour. Sedan, 4 dr. 5	487
Conv. Brougham 4	503
1937—Series 8-74—Hudson Deluxe Eight—Serial Nos. 74101 to 745728—Motor Nos. 18000 to 34162:	
Coupe 3	462
Victoria Coupe 3	482
Conv. Coupe 2	498
Brougham, 2 dr. 5	477
Tour. Brougham, 2 dr. 5	487
Sedan, 4 dr. 5	487
Tour. Sedan, 4 dr. 5	487
Conv. Brougham 4	493
1937—Series 8-76—Hudson Deluxe Eight—Serial Nos. 76101 to 761197—Motor Nos. 18000 to 34162:	
Sedan, 4 dr. 5	495
Tour. Sedan, 4 dr. 5	510
1937—Series 8-75—Hudson Custom Eight—Serial Nos. 75101 to 753374—Motor Nos. 18000 to 34162:	
Coupe 3	467
Victoria Coupe 3	482
Conv. Coupe 2	483
Brougham, 2 Dr. 5	477
Tour. Brougham, 2 Dr. 5	487
Sedan, 4 dr. 5	492
Tour. Sedan, 4 Dr. 5	502
Conv. Brougham 4	498
1937—Series 8-77—Hudson Custom Eight—Serial Nos. 77101 to 773752—Motor Nos. 18000 to 34162:	
Sedan, 4 Dr. 5	505
Tour. Sedan, 4 Dr. 5	515
1937—Series 6-61—Terraplane Deluxe Six—Serial Nos. 61101 and up—Motor Nos. 157000 and up:	
Coupe 2	311
Coupe 2-4	321
Conv. Coupe 2-4	331
Brougham 2 Dr. 5	316
Tour. Brougham, 2 Dr. 5	321
Sedan, 4 Dr. 5	331
Tour. Sedan, 4 Dr. 5	341
Custom Station Wagon	340

(11) HUDSON—continued

Model, serial number, body type and passenger capacity	*Base price*
1936—Series 6-62—Terraplane Custom Six—Serial Nos. 62101 and up—Motor Nos. 157000 and up:	
Coupe 2	$321
Coupe 2-4	336
Conv. Coupe 2-4	343
Brougham, 2 Dr. 5	331
Tour. Brougham, 2 Dr. 5	336
Sedan, 4 Dr. 5	346
Tour. Sedan, 4 Dr. 5	356
1936—Series 6-63—Hudson Custom Six—Serial Nos. 63101 to 639820—Motor Nos. 79000 to 89999:	
Coupe 2-4	328
Conv. Coupe 2-4	334
Brougham, 2 Dr. 5	338
Tour. Brougham, 2 Dr. 5	343
Sedan, 4 Dr. 5	353
Tour. Sedan, 4 Dr. 5	363
Coupe 2	318
1936—Series 8-64—Hudson Deluxe Eight—Serial Nos. 64101 to 645456—Motor Nos. 1000 to 17999:	
Coupe 2	338
Coupe 2-4	348
Conv. Coupe 2-4	359
Brougham, 2 Dr. 5	348
Tour. Brougham, 2 Dr. 5	358
Sedan, 4 Dr. 5	363
Tour. Sedan, 4 Dr. 5	373
1936—Series 8-66—Hudson Deluxe Eight—Serial Nos. 66101 to 663543—Motor Nos. 1000 to 17999:	
Sedan, 4 Dr. 5	375
Tour. Sedan, 4 Dr. 5	385
1936—Series 8-65—Hudson Custom Eight—Serial Nos. 65101 to 652514—Motor Nos. 1000 to 17999:	
Coupe 2	345
Coupe 2-4	360
Conv. Coupe 2-4	377
Brougham, 4 Dr. 5	370
Tour. Brougham, 4 Dr. 5	380
Sedan, 4 Dr. 5	385
Tour. Sedan, 4 Dr. 5	385
1936—Series 8-67—Hudson Custom Eight—Serial Nos. 67101 to 675004—Motor Nos. 1000 to 17999:	
Sedan, 4 Dr. 5	390
Tour. Sedan, 4 Dr. 5	400
1935—Series 6-G—Terraplane, Special Six—Serial Nos. 51101 and up—Motor Nos. 103000 and up:	
Coupe 2	228
Coupe 2-4	233
Tour. Brougham, 2 Dr. 5	238
Coach 5	233
Sedan 5	253
Suburban Sedan 5	258
1935—Series 6-GU—Terraplane, Deluxe Six—Serial Nos. 52101 and up—Motor Nos. 103000 and up:	
Coupe 2	236
Coupe 2-4	248
Conv. Coupe 2-4	255
Tour. Brougham 5	243
Coach 5	238
Sedan, 4 Dr. 5	258
Suburban Sedan 5	268
1935—Series 6-GH—Hudson Big Six—Serial Nos. 53101 to 537724—Motor Nos. 70000 to 78999:	
Coupe 2	228
Coupe 2-4	238
Conv. Coupe 2-4	250
Tour. Brougham, 2 Dr. 5	233
Coach 5	223
Sedan, 4 Dr. 3	253
Suburban Sedan 5	263
1935—Series 8-HT—Hudson Eight, Special—Serial Nos. 54101 to 547250—Motor Nos. 55000 to 69107:	
Coupe 2	223
Coupe 2-4	228
Conv. Coupe 2-4	240
Tour. Brougham 5	233
Coach 5	223

(11) HUDSON—continued

Model, serial number, body type and passenger capacity	*Base price*
1935—Series 8-HT—Continued.	
Sedan, 4 Dr. 5	$243
Suburban Sedan 5	253
1935—Series 8-HU—Hudson Eight, De Luxe—Serial Nos. 55101 to 553197—Motor Nos. 55000 to 69107:	
Coupe 2	233
Coupe 2-4	248
Conv. Coupe 2-4	255
Tour. Brougham 5	248
Coach 5	233
Sedan 5	258
Suburban Sedan 5	268
1935—Series 8-HTL—Hudson Eight, Special—Serial Nos. 57101 to 571068—Motor Nos. 55000 to 69107:	
Brougham 5	276
Tour. Brougham 5	281
Club Sedan 5	266
Suburban Sedan 5	281
1935—Series 8-HUL—Hudson Eight, De Luxe—Serial Nos. 58101 to 58821—Motor Nos. 55000 to 69107:	
Brougham 5	276
Tour. Brougham 5	286
Club Sedan 5	271
Suburban Sedan 5	281
1935—Series 8-HHU—Hudson Eight, Custom—Serial Nos. 56101 to 561560—Motor Nos. 55000 to 69107:	
Brougham 5	256
Tour. Brougham 5	271
Club Sedan 5	261
Suburban Sedan 5	266

(12) HUPMOBILE

Model, serial number, body type and passenger capacity	*Base price*
1941—Series 6-R115—Serial Nos. R-100590 and up:	
Tour. Sedan, 4 Dr. 5-RQK	834
1940—Series 6-R-015 Custom—Serial Nos. R-100532 to 100589—Skylark Custom:	
Tour. Sedan, 4 Dr. 5-RQK	703
1939—Series 6-922E—Serial Nos. E72001 to 72800:	
Deluxe:	
Tour. Sedan, 4 Dr. 6-EQ	498
Custom:	
Tour. Sedan, 4 Dr. 6-EQD	518
1939—Series 8-925H—Serial Nos. H30001 to 30200:	
Deluxe:	
Tour. Sedan, 4 Dr. 6-HQ	546
Custom:	
Tour. Sedan, 4 Dr. 6-HQD	566
1938—Series 6-822E—Serial Nos. 35001 to 35300, E50001 to 72000:	
Standard Tour. Sedan, 4 Dr. 6	361
Regular Tour. Sedan, 4 Dr. 6	406
Deluxe Tour. Sedan, 4 Dr. 6	416
Custom Tour. Sedan, 4 Dr. 6	436
1938—Series 8-825H—Serial Nos. H25001 to 30000:	
Regular Tour. Sedan, 4 Dr. 6	423
Deluxe Tour. Sedan, 4 Dr. 6	433
Custom Tour. Sedan, 4 Dr. 6	448
1937—Series 6-G—Serial Nos. G6551 to 6749:	
Business Coupe 3	222
Coupe 3-5	232
Sedan, 2 Dr. 6	242
Tour. Sedan, 2 Dr. 6	247
Sedan, 4 Dr. 6	252
Tour. Sedan, 4 Dr. 6	262
1937—Series 8-N—Serial Nos. N5251 to 5289:	
Coupe 3-5	252
Sedan, 2 Dr. 6	257
Tour. Sedan, 4 Dr. 6	262
Sedan, 4 Dr. 6	267
Tour. Sedan, 4 Dr. 6	277
1936—Series 6-618D—Serial Nos. D-10901 and up—First Series:	
Sedan 6	222
Tour. Sedan 6	242
Sedan Deluxe 6	277
Tour. Sedan Deluxe 6	277

(12) HUPMOBILE—continued

Model, serial number, body type and passenger capacity	*Base price*
1936—Series 8-621-O—Serial Nos. O-5401 and up—First Series:	
Coupe 3-5	$202
Victoria 5	207
Sedan 6	222
Tour. Victoria 5	217
Tour. Sedan 6	227
Deluxe Coupe 3-5	252
Deluxe Victoria 5	257
Deluxe Sedan 6	267
Deluxe Tour. Victoria 5	272
Deluxe Tour. Sedan 6	282
1936—Series 6-6180—Special — Serial Nos. G5001 and up—Second Series:	
Business Coupe 3	237
Coupe 3-5	237
Sedan, 2 Dr. 6	227
Tour. Sedan, 2 Dr. 6	242
Sedan, 4 Dr. 6	242
Sedan Tour., 4 Dr. 6	257
1936—Series 8-621N—Special—Serial Nos. N5001 and up—Second Series:	
Coupe 3-5	222
Sedan, 2 Dr. 6	217
Tour. Sedan, 2 Dr. 6	227
Sedan, 4 Dr. 6	237
Tour. Sedan, 4 Dr. 6	247
1935—Series 6-517W—Serial Nos. W-8001 and up:	
Coupe 2	179
Coupe 2-4	179
Sedan 5	189
Tour. Sedan 5	204
Deluxe Coupe 2	204
Deluxe Coupe 2-4	204
Deluxe Sedan 5	224
Deluxe Tour. Sedan 5	229
1935—Series 6-521-J—Serial Nos. J-14001 and up:	
Coupe 3-5	159
Victoria, 4 Dr. 5	209
Sedan, 4 Dr. 6	209
Deluxe Coupe 3-5	224
Deluxe Victoria, 4 Dr. 5	234
Deluxe Sedan, 4 Dr. 6	239
1935—Series 8-527T—Serial Nos. T6001 and up:	
Coupe 3-5	179
Victoria, 4 Dr. 5	184
Sedan, 4 Dr. 6	189
Deluxe Coupe 3-5	224
Deluxe Victoria, 4 Dr. 5	234
Deluxe Sedan, 4 Dr. 6	239
1935—Series 6-518D—Serial Nos. D5001 to D10900:	
Sedan 6	189
Tour. Sedan 6	204
Deluxe Sedan 6	214
Deluxe Tour. Sedan 6	219
1935—Series 8-521-0—Serial Nos. 05001 to 0-5400:	
Coupe 3-5	169
Victoria 5	174
Tour. Victoria, 4 Dr. 6	179
Sedan 6	184
Tour. Sedan, 4 Dr. 6	194

(13) LA SALLE

Model, serial number, body type and passenger capacity	*Base price*
1940—Series V8-50—Fleetwood—Serial Nos. 2320001 to 2330382:	
Coupe A/S 2-4—5027	965
Conv. Coupe 2-4—5067	1,037
Tour. Sedan TK, 4 Dr. 5—5019	1,015
Conv. Sedan, 4 Dr. 5—5229	1,104
Tour. Sedan TK, 2 Dr. 5—5011	955
1940—Series V8-52—La Salle Special—Serial Nos. 4320001 to 4333751:	
Coupe 2-4—5227	1,035
Conv. Coupe 2-4—5267	1,144
Conv. Sedan TK, 4 Dr. 5—5229	1,184
Tour. Sedan TK, 4 Dr. 5—5219	1,095
1939—Series V8-50—Serial Nos. 2290001 to 2313002:	
Coupe O/S 2-4—5027	779
Conv. Coupe O/S 2-4—5067	864
Tour. Sedan TK, 4 Dr. 5—5019	624
Conv. Sedan TK, 4 Dr. 5—5029	674
Tour. Sedan TK, 2 Dr. 5—5011	789

(13) LA SALLE—continued

Model, serial number, body type and passenger capacity	*Base price*
1938—Series V8-50—Serial Nos. 2270001 to 2285501:	
Coupe O/S 2-4—5027	$610
Conv. Coupe (Rumble) 2-4—5067	663
Tour. Sedan TK, 4 Dr. 5—5019	645
Conv. Sedan TK, 4 Dr. 5—5049	677
Tour. Sedan TK, 2 Dr. 5—5011	620
1937—Series V8-50—Serial Nos. 2230001 to 2262005:	
Coupe O/S 2-4—5027	481
Conv. Coupe (Rumble) 2-4—5067	508
Tour. Sedan TK, 2 Dr. 5011	486
Tour. Sedan TK, 4 Dr. 5—5019	506
Conv. Sedan 5—5049	513
1936—Series Straight Eight-50—Serial Nos. 2210001 to 2223004:	
Coupe 2—5077	346
Conv. Coupe 2-4—5067	365
Tour. Sedan 2 Dr. 5—5011	346
Tour. Sedan 4 Dr. 5—5019	356
1935—Series 8-350—Serial Nos. 2106171 to 2107232:	
Coupe 2—6376	186
Conv. Coupe 2-4—6335	205
Sedan 5—6330S	196
Club Sedan 5—6333S	201
1935—Series Straight Eight—50—Serial Nos. 2200001 to 2208653:	
Coupe 2—5077	251
Conv. Coupe 2-4—5067	275
Tour. Sedan 2-4—5011	251
Tour. Sedan 4 Dr. 5—5019	266

(14) LINCOLN

Model, serial number, body type and passenger capacity	*Base price*
1942—Series 12-V12-26H—Custom—Serial Nos. H-129691 and up:	
Sedan 8-31	3,135
Limousine 8-32	3,250
1942—Series 12-V13-26H—Continental—Serial Nos. H-129-691 and up.	
Coupe 3-57	3,171
Conv. Cabriolet 6-56	3,186
1941—Series 12-V12-166H—Custom Serial Nos. H-107688 and up:	
Sedan 8-31	2,119
Limousine 8-32	2,159
1941—Series 12-V12-16H—Continental—Serial Nos. H-107688 and up:	
Coupe 6-57	2,192
Cabriolet 6-56	2,287
1940—Series 12-V12—Serial Nos. K-9451 and up (continued thru from 1939):	
Conv. Roadster LeBaron 2-4-410	1,711
LeBaron Coupe 2-412	1,736
Wilby Coupe 5-406	1,626
Sedan 2W/3 W5-404A	1,556
Brunn Conv. Victoria 5-408	1,793
Judkins Berline 2W 5-417A	1,806
Judkins Berline 3W 5-417B	1,836
Judkins Sedan Limousine 7-415	1,971
Brunn Cabriolet N/C-409A	2,091
Brunn Cabriolet S/C-409B	2,131
Brunn Tour. Cabriolet 2-425	2,156
Brunn Brougham 7-411	2,076
Sedan 7-407A	1,586
Limousine 7-407B	1,626
Conv. Sedan LeBaron 5-413A	1,733
Conv. Sedan LeBaron W/P-413B	1,803
Wilby Limousine 7-419	1,891
Wilby Sport Sedan 5-421	2,031
1939—Series 12-V12—Serial Nos. K9451 and up:	
Conv. Roadster LeBaron 2-4-410	1,243
LeBaron Coupe 5-412	1,220
Wilby Coupe 5-406	1,300
Sedan 2W 3W 5-404A	1,050
Brunn Conv. Victoria 5-408	1,278
Judkins Berline 2W 5-417A	1,310
Judkins Berline 3W 5-417B	1,330
Judkins Sedan Limousine 7-415	1,395
Brunn Cabriolet N/C 409A	1,555
Brunn Cabriolet S/C 409B	1,580
Brunn Tour. Cabriolet 2-425	1,570
Brunn Brougham 7-411	1,575
Sedan 7-407A	1,075
Limousine 7-407B	1,100
Conv. Sedan LeBaron 5-413A	1,263

(14) LINCOLN—continued

Model, serial number, body type and passenger capacity	*Base price*
1939—Series 12-V12—Continued.	
Conv. Sedan LeBaron W/P 5-413B	$1,318
Wilby Limousine 7-419	1,325
Wilby Sport Sedan 5-421	1,510
1938—Series 12-V12—Serial Nos. K9001 to 9450:	
Conv. LeBaron Roadster 2-4-410	779
Coupe LeBaron 2-412	781
Wilby Coupe 5-406	636
Sedan 2W/3W 5-404A	721
Brunn Conv. Victoria 5-408	824
Wilby Tour. Sedan 7-403	816
Judkins Berline 2W 5-417A	861
Judkins Berline 3W 5-417B	871
Judkins Sedan Limousine 7-415	871
Brunn Cabriolet N/C 5-409A	1,006
Brunn Cabriolet S/C 5-409B	1,011
Brunn Tour. Cabriolet 2-425	1,021
Brunn Brougham 7-411	1,001
Sedan 7-407A	731
Limousine 7-407B	721
LeBaron Conv. Sedan 5-413A	869
LeBaron Conv. Sedan W/P 5-413B	884
Wilby Limousine 7-419	886
Wilby Sport Sedan 5-421	1,011
Wilby Panel Brougham 7-423	1,036
1937—Series 12-V12—Serial Nos. K-7500-8490:	
Conv. Roadster LeBaron 5—360	540
Coupe LeBaron 2—362	521
Wilby Coupe 5—356	556
Sedan 2W/3W 5—354A	486
Brunn Conv. Victoria 5—358	575
Wilby Tour. Sedan 5—353	431
Judkins Berline 2W 4—367A	576
Judkins Berline 3W 4—367B	576
Judkins Sedan Limousine 7—365	596
Brunn Cabriolet N/C 359A	621
Brunn Cabriolet S/C 359B	626
Brunn Tour. Cabriolet 5—375	706
Brunn Brougham 7—361	641
Sedan 7—357A	506
Limousine 7—357B	511
Conv. Sedan LeBaron 5—363A	575
Conv. Sedan LeBaron W/P 363B	595
Wilby Limousine 7—369	561
Wilby Sport Sedan 5—371	716
Wilby Panel Brougham 7—373	731
1936—Series 12-V12—Serial Nos. K-5501 to 7014:	
LeBaron Conv. Roadster 2-4	383
LeBaron Coupe 2	374
Coupe 5	344
Sedan 2W/2W 5	349
Brunn Conv. Victoria 5	403
Conv. Sedan Phaeton LeBaron 5	398
Wilby Panel Brougham	409
Sedan 3W 5	349
Touring 7	284
Judkins Berline 2W 4	434
Judkins Berline 3W 4	439
Brunn Cabriolet N/C 5	404
Brunn Cabriolet S/C 5	419
Brunn Brougham 7	419
Conv. Sedan LeBaron W/P 5	398
Wilby Sport Sedan	409
Sedan 7	354
Limousine 7	354
Judkins Limousine Sedan 7	419
Wilby Limousine	389
1935—Series 12-V12—Serial Nos. K-3501 to 4919:	
LeBaron Conv. Roadster 2-4—542	262
LeBaron Coupe 2—548	263
Coupe 5—545	248
Sedan 2W 5—543	253
Brunn Conv. Victoria 5—547	272
LeBaron Conv. Sedan Phaeton 546	272
Sedan 3W 5—544	253
Touring 7—302	218
Judkins Berline 2W 4—309A	288
Judkins Berline 3W 4—309B	293
Brunn Cabriolet N/C 304A	298
Brunn Cabriolet S/C 304B	303
Brunn Brougham 7—305	313
Conv. Sedan LeBaron W/P 5—307	297
Wilby Sport Sedan 311	313
Sedan 7—303A	263

(14) LINCOLN—continued

Model, serial number, body type and passenger capacity	*Base price*
1935—Series 12-V12—Continued.	
Limousine 7—303B	$253
Judkins Sedan Limousine 7—308	268
Wilby Limousine 7—310	278

(15) LINCOLN ZEPHYR

(16) LINCOLN ZEPHYR—continued

Model, serial number, body type and passenger capacity	*Base price*
1942—Series 12-V12-26H—Serial Nos. H-129691 to 136254:	
Coupe 3-72A	2,034
Club Coupe 6-77	2,064
Conv. Coup 6-76	2,489
Sedan, 4 Dr. 6-73	2,064
Custom Interior	
Coupe 3-73A	2,109
Club Coupe 6-77	2,164
Sedan, 4 Dr. 6-73	2,164
1941—Series 12-V12-16H—Serial Nos. H-107688 and up:	
Coup 3-72A	1,427
Coupe A/S 3-6-72B	1,477
Club Coupe 6-77	1,487
Conv. Coupe 6-76	1,483
Sedan, 4 Dr. 6-73	1,487
Custom Interior	
Coupe 3-72A	1,517
Club Coupe 6-77	1,587
Sedan, 4 Dr. 6-73	1,562
1940—Series 12-V12-06H—Serial Nos. H-8641 and up:	
Coupe 3-72A	1,065
Coupe A/S 5-72B	1,070
Club Coupe 6-77	1,100
Conv. Coupe 5-76	1,234
Cont. Club Coupe 5-57	1,665
Cont. Cabriolet 5-56	1,680
Sedan 6-73	1,100
Custom Interior	
Coupe 3-72A	1,115
Club Coupe 6-77	1,150
Sedan 6-73	1,165
Town Limousine 5-22	1,285
1939—Series 12-V12—Serial Nos. H-6464 to 85640:	
Coupe 3-720	788
Conv. Coupe 2-4—760B	927
Coupe Sedan, 2 Dr. 5—700	793
Sedan, 4 Dr. 5—730	816
Conv. Sedan 5—740	927
Custom Interior	
Coupe 3—720	863
Coupe Sedan, 2 Dr. 5—700	873
Sedan, 4 Dr. 5—730	888
Town Limousine Sedan 5—737	933
1938—Series 12-V12-86H—Serial Nos. H-45530 to 64640:	
Coupe 3—720	614
Conv. Coupe 3—760B	721
Coupe Sedan, 2 Dr. 5—700	614
Sedan, 4 Dr. 6—730	639
Conv. Sedan 5—740	721
Town Limousine 5—737	644
1937—Series 12-V12-HB—Serial Nos. H-15550 to 45529:	
Coupe 3—720	467
Coupe Sedan, 2 Dr. 6—700	467
Sedan, 4 Dr. 6—730	482
Town Sedan 6—737	482
1936—Series 12-V12-H—Serial Nos. H-1 to 15528:	
Sedan, 2 Dr. 6	360
Sedan, 4 Dr. 6	380

(16) MERCURY

Model, serial number, body type and passenger capacity	*Base price*
1942—Series 8-V8-29A—95 h. p.—Serial Nos. 99A-466701 and up:	
Coupe 3	1,319
Sedan Coupe 6	1,379
Conv. Club Coupe 5	1,548
Tudor Sedan 6	1,359
Town Sedan, 4 Dr. 6	1,399
Station Wagon 8	1,624

(16)—MERCURY—continued

Model, serial number, body type and passenger capacity	*Base price*
1941—Series 8-V8-19A—95 h. p.—Serial Nos. 99A-257101 and up:	
Coupe 5W 2	$1,098
Coupe A/S 2-4	1,128
Sedan Coupe 6	1,163
Conv. Club Coupe 2-4	1,259
Tudor Sedan 6	1,123
Town Sedan, 4 Dr. 6	1,168
Station Wagon	1,308
1940—Series 8-V8—95 h. p.—Serial Nos. 99A-101701 and up:	
Club Conv. Coupe 5	996
Sedan, 2 Dr. 6	903
Coupe Sedan 2 Dr. 6	938
Town Sedan, 4 Dr. 6	935
Conv. Sedan 6	1,021
1939—Series 8-V8—95 h. p.—Serial Nos. 99A-1 to 101700:	
Club Conv. Coupe 5	793
Sedan, 2 Dr. 5	739
Coupe Sedan, 2 Dr. 5	784
Town Sedan 5	779

(17) NASH

1942—Series 6-4240—Ambassador "600"—Serial Nos. K-56001 to 77660:	
Business Coupe 3—4242	1,180
Brougham, 2 Dr. 6—4243	1,220
S/S Sedan, 2 Dr. 6—4249	1,215
S/S Sedan, 4 Dr. 6—4248	1,230
Tour. Sedan, 4 Dr. 6—4240	1,260
1942—Series 6-4260—Ambassador Six—Serial Nos. R-384001 to 393090:	
Business Coupe 3—4262	1,342
Brougham, 2 Dr. 6—4263	1,397
S/S Sedan 2 Dr. 6—4269	1,382
S/S Sedan, 4 Dr. 6—4268	1,407
Tour. Sedan, 4 Dr. 6—4260	1,427
1942—Series 8-4280—Ambassador Eight—Serial Nos. B-114001 to 115000:	
Brougham, 2 Dr. 6—4283	1,447
S/S Sedan, 4 Dr. 6—4288	1,457
Tour. Sedan, 4 Dr. 6—4280	1,482
1941—Series 6-4140—Ambassador "600"—Serial Nos. K-5001 to 55100:	
Special	
Business Coupe 3—4145	888
F/B Sedan, 2 Dr. 6—4146	918
F/B Sedan, 4 Dr. 6—4147	948
Deluxe	
Business Coupe, 3—4142	928
Brougham, 2 Dr. 6—4143	963
F/B Sedan, 2 Dr. 6—4149	938
F/B Sedan, 4 Dr. 6—4148	973
Tour. Sedan, 4 Dr. 6—4140	1,008
1941—Series 6-4160—Ambassador Six—Serial Nos. R-353001 to 383400:	
Business Coupe 3—4162	1,037
Special Business Coupe 3—4165	1,047
All purpose Cabriolet 5—4161	1,133
Brougham, 2 Dr. 6—4163	1,087
Special F/B Sedan, 2 Dr. 6—4169	1,133
Special F/B Sedan, 4 Dr. 6—4167	1,133
Deluxe F/B Sedan, 4 Dr. 6—4168	1,143
Tour. Sedan, 4 Dr. 6—4160	1,148
1941—Series 8-4180—Ambassador Eight—Serial Nos. B-110001 to 113500:	
Cabriolet 5—4181	1,277
Deluxe Brougham, 2 Dr. 6—4183	1,162
Special F/B Sedan, 4 Dr. 6—4187	1,177
Deluxe F/B Sedan, 4 Dr. 6—4188	1,187
Tour. Sedan, 4 Dr. 6—4180	1,222
1940—Series 6-4010—Deluxe Lafayette—Serial Nos. H-57000 to 103362, Motor Nos. HE-56500 to 102862:	
Business Coupe 3—4014	800
All Purpose Coupe 5—4012	830
All Purpose Cabriolet 5—4011	900
F/B Sedan, 2 Dr. 6—4013	830
F/B Sedan, 4 Dr. 6—4018	860
Sedan, 4 Dr. 6—4010	860

(17) NASH—continued

Model, serial number, body type and passenger capacity	*Base price*
1940—Series 6-4020—Nash Ambassador Six Serial Nos. R-340000 to 352517, Motor Nos. E-339500 to 352017:	
Business Coupe 3—4025	$875
All Purpose Coupe 5—4022	900
All Purpose Cabriolet 5—4021	965
F/B Sedan, 2 Dr. 6—4023	890
F/B Sedan, 4 Dr. 6—4028	920
Sedan TK, 4 Dr. 6—4020	920
1940—Series 8-4080—Nash Ambassador Eight—Serial Nos. B-106300 to 109549, Motor Nos. B-105800 to 109049:	
Business Coupe 3—4085	930
All Purpose Coupe 5—4082	955
All Purpose Cabriolet 5—4081	1005
F/B Sedan, 2 Dr. 6—4083	945
F/B Sedan, 4 Dr. 6—4088	980
Sedan TK, 4 Dr. 6—4080	985
1939—Series 6-3910—Nash Lafayette—Serial Nos. H-19450 to 56761, Motor Nos. HE-18950 to 56261:	
Special	
Business Coupe 3—3915	675
Comp. Sedan, 2 Dr. 6—3916	690
Comp. Sedan, 4 Dr. 6—3917	710
Sedan TK, 4 Dr. 5—3919	715
Deluxe	
Business Coupe 3—3914	695
All Purpose Coupe 5—3912	705
All Purpose Cabriolet 5—3911	745
Comp. Sedan, 2 Dr. 6—3913	705
Comp. Sedan, 4 Dr. 6—3918	730
Sedan TK, 4 Dr. 6—3910	730
1939—Series 6-3920—Nash Ambassador Six—Serial Nos. R331400 to 339899 Motor Nos. E 82800 to 339999:	
Business Coupe 3—3925	703
All purpose Coupe 5—3922	723
All Purpose Cabriolet 5—3921	773
Comp. Sedan, 2 Dr. 6—3923	723
Comp. Sedan, 4 Dr. 6—3928	748
Sedan TK, 4 Dr. 6—3920	748
1939—Series 8-3980—Nash Ambassador Eight—Serial Nos. 89000 to 106051 Motor Nos. B 101700 to 105551:	
Business Coupe 3—3985	727
All Purpose Coupe 5—3982	747
All Purpose Carbiolet 5—3981	792
Comp. Sedan 2 Dr. 6—3983	737
Comp. Sedan, 4 Dr. 6—3988	767
Sedan TK, 4 Dr. 6—3980	767
1938—Series 6-3810—Nash Lafayette—Serial Nos. L 106281 to 128924, H 10501 to 19413, Motor Nos. LE 105781 to 128424, HE 10001 to 18913:	
Master	
Business Coupe 3—3815	523
Victoria, 2 Dr. 6—3816	538
Sedan TK, 4 Dr. 6—3817	553
Deluxe	
Business Coupe 2—3814	543
All Purpose Coupe 3812	558
Cabriolet 3—3811	578
Victoria 6—3813	553
Sedan TK, 4 Dr. 6—3818	573
1938—Series 6-3820—Nash Ambassador Six—Serial Nos. R 324311 to 331350, Motor Nos. E 75711 to 82750:	
Business Coupe 3—3825	555
All Purpose Coupe—3822	575
Cabriolet 3-5—3821	590
Victoria 6—3823	570
Sedan TK, 4 Dr. 6—3828	585
1938—Series 8-3880—Nash Ambassador Eight—Serial Nos. B 86031 to 88975 Motor Nos. B 98731 to 101675:	
Business Coupe 3—3885	554
All Purpose Coupe—3882	584
Cabriolet 3-5—3881	599
Victoria 6—3883	574
Sedan TK, 4 Dr. 6—3888	594

(17) NASH—continued

Model, serial number, body type and passenger capacity	*Base price*
1937—Series 6-3710—Nash Lafayette "400"—Serial Nos. L-50781 to 106280, H-1001 to 10500, Motor Nos. LE-50281 to 105780, HE-501 to 10000:	
Business Coupe 3—3712	$426
Coupe 3-5—3712R	436
All Purpose Coupe 3712A	446
Cabriolet 3-5—3711	461
Victoria Sedan, 2 Dr. 3713	441
Sedan TK, 4 Dr. 6—3718	451
1937—Series 6-3720—Nash Ambassador Six—Serial Nos. R-309311 to 324310 Motor Nos. E-60711 to 75710:	
Business Coupe 3—3722	439
Coupe 3-5—3722R	454
All Purpose Coupe 3722A	474
Cabriolet 3-5—3721	474
Victoria Sedan, 2 Dr. 6—3723	449
Sedan TK 6—3728	469
1937—Series 6-3780-Nash Ambassador Eight—Serial Nos. B-80031 to 86030, Motor Nos. B-92731 to 98730:	
Business Coupe 3—3782	434
Coupe 3-5—3782R	444
All Purpose Coupe 3782A	459
Cabriolet 3-5—3781	469
Victoria Sedan, 2 Dr. 6—3783	449
Sedan TK 6—3788	469
1936—Series 6—Lafayette Six—Serial Nos. L-23101 to 50777, Motor Nos. LE-22601 to 50277:	
Business Coupe 3—3612	268
Business Coupe 5W 3—3612W	273
Coupe 3-5—3612R	293
Coupe 5W 3-5—3612RW	298
Cabriolet 3-5—3611	323
Sedan, 4 Dr. 6 W-6—3610	308
Victoria, 2 Dr. 6—3615	298
Tour. Victoria TK 6—3618	303
Tour. Sedan TK 6W 6—3618	318
1936—Series 6-3640—Standard Six "400"—Serial Nos. C-1001 to 9500—Motor Nos. CE-501 to 9000:	
Business Coupe 3—3642	262
Business Coupe 3-5—3642 R	272
Victoria 6—3645	267
Tour. Victoria TK 6—3643	282
Sedan 6—3640	287
Tour. Sedan TK 6—3648	302
1936—Series 6—3640 A—Deluxe Six "400"—Serial Nos. C-9501 to 23000—Motor Nos. CE-9001 to 22500:	
Business Coupe 3—3642 A	292
Coupe 3-5—3642 R-A	297
Sport Cabriolet 3-5—3641 A	317
Victoria 5—3645 A	292
Tour. Victoria TK 6—3643 A	302
Sedan 6—3640 A	307
Tour. Sedan TK 6—3648 A	322
1936—Series 6-3620—Ambassador Six—Serial Nos. R 303301 to 309300—Motor Nos. E 54701 to 60700:	
Victoria 6—3625	325
Sedan TK 6W—6—3620	340
1936—Series 8—3680—Ambassador—Super Eight—Serial Nos. B 77325 to 80026—Motor Nos. B 90025 to 92726:	
Super Sedan TK 6W—6—3680	345
1935—Series 6-Lafayette—Six—Serial Nos. L 13701 to L 23100—Motor Nos. LE 13201 to LE 22600:	
Standard:	
Business Coupe 2—3512	197
Sedan, 2 Dr. 5—3516	212
Brougham Trunk 4 W 5—3516	227
Tour. Sedan TK, 2 Dr. 5—3515	222
Town Sedan 4—W—5—3517	217
Special:	
Coupe 2—4—3512 R	202
Sedan 6 W—5—3510	212
Brougham Sedan TK 6 W—5—3513	227

(17) NASH—continued

Model, serial number, body type and passenger capacity	*Base price*
1935—Series 6-3520-Advanced Six—Serial Nos. R 294725 to 303300—Motor Nos. E 46125 to 54700:	
Victoria 6—3525	$238
Sedan 6 W—6—3520	258
1935—Series 8-3580-Advanced Eight—Serial Nos. B 75010 to 77324—Motor Nos. B 87710 to 90024:	
Victoria 6—3585	245
Sedan, 4 Dr. 6 W—5—3580	260
Ambassador Eight:	
Victoria 6—3589	245
Sedan 6 W 6—3588	260

(18) OLDSMOBILE

1942—Series 6-66—Serial Nos. 66-86001 to 111810, 66L12001 and up, 6609001 and up—Motor Nos. G-424001 to 472869:	
Business Coupe 3	1,291
Club Coupe 3-6	1,331
Conv. Coupe 3-6	1,559
Club Sedan 6	1,346
Sedan, 2 Dr. 6	1,336
Sedan, 4 Dr. 6	1,381
Town Sedan 6	1,381
Station Wagon 3-8	1,682
1942—Series 6-76—Serial Nos. 76-75001 to 91101, 76L11001 and up, 76C7001 and up—Motor Nos. G424001 to 472869:	
Club Sedan 6	1,402
Sedan, 4 Dr. 6	1,462
"Seventy" 76-D	
Club Sedan 6	1,492
Sedan, 4 Dr. 6	1,547
1942—Series 8-68—Serial Nos. 68-9001 to 12599, 68L3001 and up, 68C3001 and up—Motor Nos. L450001 to 468773:	
Business Coupe 3	1,331
Club Coupe 3-6	1,371
Conv. Coupe 3-6	1,604
Club Sedan 6	1,386
Sedan, 2 Dr. 6	1,376
Sedan, 4 Dr. 6	1,426
Town Sedan 6	1,426
Station Wagon 3-8	1,737
1942—Series 8-78—Serial Nos. 78-26001 to 32881, 78L4001 and up, 78C4001 and up—Motor Nos. L450001 to 468773:	
Club Sedan 6	1,447
Sedan, 4 Dr. 6	1,502
"Seventy" 78-D	
Club Sedan 6	1,537
Sedan, 4 Dr. 6	1,592
1942—Series 8-98—Serial Nos. 98-25001 to 31097, 98L6001 and up, 98C4001 and up—Motor Nos. L450001 to 468773:	
Conv. Coupe 3-6	1,882
Club Sedan 3-6	1,627
Sedan, 4 Dr. 6	1,682
1941—Series 6-66-Special—Serial Nos. 66-1001 to 85192, 66L1001 to 72537, 66C1001 to 85216—Motor Nos. G225001to 410506:	
Business Coupe 3	1,089
Club Coupe 3-6	1,149
Conv. Coupe 3-6	1,259
Sedan, 2 Dr. 6	1,144
Sedan, 4 Dr. 6	1,184
Town Sedan 6	1,179
Station Wagon 3-8	1,320
1941—Series 6-76-Dynamic—Serial Nos. 76-1001 to 47617, 76L1001 to 10426, 76C1001 to 6843—Motor Nos. G225001 to 353779:	
Business Coupe 3	1,167
Club Sedan 6	1,207
Sedan, 4 Dr. 6	1,247
Deluxe 76-D	
Business Coupe 3	1,247
Sedan Club 5	1,287
Sedan, 4 Dr. 6	1,327

(18) OLDSMOBILE—continued

Model, serial number, body type and passenger capacity	*Base price*
1941—Series 6-96-Custom—Serial Nos. 96-1001 to 6730, 96L1001 to 1101, 96C1001 to 1930—Motor Nos. G225001 to 422099:	
Club Coupe 3-6	$1,262
Conv. Coupe 3-6	1,377
Sedan, 4 Dr. 6	1,302
1941—Series 8-68—Special—Serial Nos. 68-1001 to 8817, 68L1001 to 8622, 68C1001 to 8827—Motor Nos. L379001 to 448676:	
Business Coupe 3	1,114
Club Coupe 3-6	1,149
Conv. Coupe 3-6	1,274
Sedan, 2 Dr. 6	1,159
Sedan, 4 Dr. 6	1,204
Town Sedan 6	1,204
Station Wagon	1,360
1941—Series 8-78—Dynamic—Serial Nos. 78-1001 to 25163, 78L1001 to 3524, 78C1001 to 3055—Motor Nos. L379001 to 447803:	
Dynamic:	
Business Coupe 3	1,187
Club Sedan 6	1,227
Sedan, 4 Dr. 6	1,252
Deluxe—78D	
Business Coupe 3	1,267
Club Sedan, 2 Dr. 5	1,307
Town Sedan, 4 Dr. 5	1,337
1941—Series 8-98—Custom—Serial Nos. 98-1001 to 24679, 98L1001 to 13195, 98C1001 to 3352—Motor Nos. L379001 to 449095:	
Club Coupe 3-6	1,282
Conv. Coupe 3-6	1,387
Conv. Phaeton 6	1,582
Sedan, 4 Dr. 6	1,332
1940—Series 6-60—F40—Serial Nos. F703001 to 758579, LF556001 to 563474, GF515001 to 519651—Motor Nos. G79001 to 224652:	
Business Coupe 2	873
Club Coupe 2	908
Conv. Coupe 2	990
Tour. Sedan, 2 Dr. 5	913
Tour. Sedan, 4 Dr. 5	948
Station Wagon	1,006
Conv. Coupe P. Top	990
1940—Series 6-70—G40—Serial Nos. G355001 to 417940, LG108001 to 117596, CG16001 to 21070—Motor Nos. G79001 to 224652:	
Business Coupe 2	896
Club Coupe 2	926
Conv. Coupe 2	1,008
Tour. Sedan, 2 Dr. 5	931
Tour. Sedan, 4 Dr. 5	976
1940—Series 8-90—L40—Serial Nos. L242001 to 281191, LL202001 to 205267, CL190501 to 192700—Motor Nos. L334001 to 378661:	
Custom Cruiser:	
Conv. Phaeton 5	1,180
Club Coupe 2	1,013
Conv. Coupe 2	1,095
Tour. Sedan, 4 Dr. 5	1,038
1939—Series 6-60—Serial Nos. F663001 to 702538, CF511001 to 514115, LF-551301 to 555685—Motor Nos. F-9C5001 to 952730:	
Business Coupe 2	695
Club Coupe 2-4	720
Sedan, 2 Dr. 5	725
Sedan, 4 Dr. 5	740
1939—Series 6-70—Serial Nos. G300001 to 354552, CG10001 to 15325, LG-10001 to 107782—Motor Nos. G-10001 to 78468:	
Business Coupe 2	717
Club Coupe 2-4	757
Conv. Coupe 2-4	816
Sedan, 2 Dr. 5	757
Sedan, 4 Dr. 5	782
1939—Series 8-80—Serial Nos. L228201 to 241850, CL189001 to 190358, LL199001 to 201119—Motor Nos. L316001 to 333127:	

(18) OLDSMOBILE—continued

Model, serial number, body type and passenger capacity	*Base price*
1939—Series 8-80—Continued.	
Business Coupe 2	$712
Club Coupe 2-4	762
Conv. Coupe 2-4	816
Sedan, 2 Dr. 5	747
Sedan, 4 Dr. 5	777
1938—Series 6-F38—Serial Nos. F600001 to 662212, CF504001 to 510598, LF545001 to 551236—Motor Nos. 828001 to 904002:	
Business Coupe 2	593
Club Coupe 2	613
Conv. Coupe 2	653
Sedan, 2 Dr. 5	538
Tour. Sedan, 2 Dr. 5	609
Sedan, 4 Dr. 5	623
Tour. Sedan, 4 Dr. 5	633
1938—Series 8-L38—Serial Nos. L212001 to 228126, CL187001 to 188751, LL197001 to 198859—Motor Nos. 296001 to 298859:	
Business Coupe 2	589
Club Coupe 2	604
Conv. Coupe 2	644
Sedan, 2 Dr. 5	599
Tour. Sedan, 2 Dr. 5	609
Sedan, 4 Dr. 5	619
Tour. Sedan, 4 Dr. 5	629
1937—Series 6-F37—Serial Nos. 353001 to 503300—Motor Nos. 670001 to 818948:	
Business Coupe 2-4	509
Club Coupe 2-4	520
Conv. Coupe 2-4	545
Sedan, 2 Dr. 5	514
Tour. Sedan TK, 2 Dr. 5	524
Sedan, 4 Dr. 5	539
Tour. Sedan TK, 4 Dr. 5	549
1937—Series 8-L37—Serial Nos. 140001 to 186544—Motor Nos. 250001 to 295824:	
Business Coupe 2	481
Club Coupe 2-4	496
Conv. Coupe 2-4	512
Sedan, 2 Dr. 5	486
Tour. Sedan TK, 2 Dr. 5	496
Sedan, 4 Dr. 5	508
Tour. Sedan TK, 4 Dr. 5	521
1936—Series 6-F36—Serial Nos. 200001 to 352357—Motor Nos. 506001 to 659466:	
Business Coupe 2	386
Sport Coupe 2-4	396
Conv. Coupe 2-4	418
Coupe 5	386
Tour. Coupe TK 5	406
Sedan, 4 Dr. 5	416
Tour. Sedan TK, 4 Dr. 5	426
1936—Series 8-L36—Serial Nos. 100001 to 139926—Motor Nos. 202001 to 242916:	
Business Coupe 2	377
Sport Coupe 2-4	387
Conv. Coupe 2-4	404
Coupe 5	382
Tour. Coupe TK 5	392
Sedan, 4 Dr. 5	402
Tour. Sedan TK, 4 Dr. 5	412
1935—Series 6-F35—Serial Nos. 103001 to 193468—Motor Nos. 405001 to 496693:	
Business Coupe 2	279
Sport Coupe 2-4	284
Conv. Coupe 2-4	307
Coupe 5	279
Tour. Coupe 5	284
Sedan, 4 Dr. 5	294
Tour. Sedan, 4 Dr. 5	309
1935—Series 8-L35—Serial Nos. 44001 to 73977—Motor Nos. 45001 to 76257:	
Business Coupe 2	260
Sport Coupe 2-4	270
Conv. Coupe 2-4	278
Coupe 5	270
Tour. Coupe 5	275
Sedan, 4 Dr. 5	280
Tour. Sedan, 4 Dr. 5	285

(19) PACKARD

Model, serial number, body type and passenger capacity	*Base price*
1942—Series 6-110—Clipper — Serial Nos. E-1501 to 12906:	
Special Series 2000:	
Business Coupe 2—1588	$1,536
Club Sedan, 2 Dr. 6—1585	1,571
Tour. Sedan, 4 Dr. 6—1582	1,606
Custom Series 2010:	
Club Sedan, 2 Dr. 6—1505	1,641
Tour. Sedan 4 Dr. 6—1502	1,676
Series 2020:	
Conv. Coupe 5—1589	1,745
1942—Series 8-120—Clipper — Serial Nos. E300001 to 319350:	
Special Series 2001:	
Business Coupe 3—1598	1,581
Club Sedan, 2 Dr. 6—1595	1,611
Tour. Sedan, 4 Dr. 6—1592	1,651
Custom Series 2011:	
Club Sedan, 2 Dr. 6—1515	1,701
Tour. Sedan, 4 Dr. 6—1512	1,761
Series 2021:	
Conv. Coupe 5—1599	1,880
1942—Series 8-160—Super Clipper—Serial Nos. E-500001 to 503371:	
Series 2003:	
Club Sedan, 2 Dr. 6—1575	2,051
Tour. Sedan, 4 Dr. 6—1572	2,111
Series 2023:	
Conv. Coupe 5—1579	2,218
Series 2004:	
Tour. Sedan, 4 Dr. 6—1562	2,338
Series 2005:	
Tour. Sedan, 4 Dr. 7—1571	2,488
Tour. Limousine 7—1570	2,528
Series 2055:	
Business Sedan, 4 Dr. 7—1591	2,333
Business Limousine 7—1590	2,463
1942—Series 8-180—Custom Super—Serial Nos. CE500001 to 503371:	
Series 2006:	
Tour. Sedan, 4 Dr. 6—1525	2,561
Tour. Sedan, 4 Dr. 6—1522	2,646
Special Series 2006:	
Victoria Conv. Darrin 5—1529	4,780
Series 2007:	
Tour. Sedan, 4 Dr. 6—1542	2,773
Formal Sedan 6—1532	3,343
Cabriolet A/W Rollson 7—894	5,068
Series 2008:	
Tour. Sedan, 4 Dr. 7—1551	2,868
Tour. Limousine 7—1550	2,983
Tour. Sedan, LeBaron 7—1521	5,723
Tour. Limousine LeBaron 7—1520	5,958
Town Car A/W Rollson 7—895	5,168
1941—Series 6-110 Series 1900—Serial Nos. D1501 to 99999:	
Special:	
Business Coupe 2—1488	1,129
Club Coupe 2 4—1485	1,209
Conv. Coupe 2 4—1489	1,330
Tour. Sedan, 2 Dr. 5—1484	1,199
Tour. Sedan, 4 Dr. 5—1482	1,229
Station Wagon 8—1483	1,419
Deluxe:	
Club Coupe 2 4—1485DE	1,229
Conv. Coupe 2 4—1489DE	1,370
Tour. Sedan, 4 Dr. 5—1484DE	1,243
Tour. Sed. 4 Dr. 5—1482DE	1,253
Station Wagon 8—1463	1,449
1941—Series 8-120—Serial Nos. DE300001 to 399999:	
Series 1901:	
Business Coupe 2—1498	1,262
Club Coupe 2 4—1495	1,332
Conv. Coupe 2 4—1499	1,453
Tour. Sedan, 2 Dr. 5—1494	1,332
Tour. Sedan, 4 Dr. 5—1492	1,362
Conv. Sedan 5—1497	1,698
Station Wagon 8—1493	1,512
Deluxe Station Wagon 8—1473	1,592
1941—Series 8-1951—Clipper—Serial Nos. D400001 to 499999:	
Tour. Sedan, 4 Dr. 5—1401	1,572
1941—Series 8-160—Super Eight—Serial Nos. D500001 to 599999:	
Series 1903:	
Business Coupe 2—1478	1,507
Club coupe 2-4—1475	1,632

(19) PACKARD—continued

Model, serial number, body type and passenger capacity	*Base price*
1941—Series 8-160—Continued.	
Series 1903—Continued.	
Con. Coup 2-3—1479	$1,703
Tour. Sedan, 4 Dr. 5—1472	1,612
Conv. Sedan, 5—1477	1,913
Deluxe Series 1903:	
Conv. Coupe 2-4—1479DE	1,798
Conv. Sedan 5—1477DE	2,008
Series 1904:	
Tour. Sedan, 4 Dr. 5—1462	1,738
Series 1905:	
Tour. Sedan, 7—1471	1,828
Tour. Limousine, 7—1470	1,918
1941—Series 8-180—Custom Super—Serial Nos. CD500001 to 599999:	
Series 1906:	
Victoria Conv. Darrin 5—1429	3,303
Series 1907:	
Tour. Sedan, 4 Dr. 5—1442	2,063
Formal Sedan 5—1432	2,428
Sport Brougham, 4 Dr. 5—1452	2,768
Cabriolet A/W Rollson 7—794	3,388
Sport Sedan Darrin 5—1422	3,418
Series 1908:	
Tour. Sedan 7—1451	2,298
Tour. Limousine 7—1450	2,273
Town A/W Rollson 7—795	3,553
Tour. Sedan LeBaron 7—1421	3,813
Tour. Limousine LeBaron 7—1420	3,943
1940—Series 6-110—Serial Nos. C1501 to 99999:	
Series 1300:	
Business Coupe 2—1338	883
Club Coupe 2-4—1385	918
Conv. Coupe 2-4—1389	1,015
Tour. Sedan, 2 Dr. 5—1384	943
Tour Sedan, 4 Dr. 5—1382	963
Station Wagon 8-1333	1,101
1940—Series 8-120—Serial Nos. C300001 to 399999:	
Series 1801:	
Business Coupe 2—1398	954
Club Coupe 2-4—1395	1,004
Conv. Coupe 2-4—1399	1,106
Tour. Sedan, 2 Dr. 5—1394	1,009
Tour. Sedan, 4 Dr. 5—1392	1,029
Club Sedan 5—1396	1,084
Conv. Sedan 5—1397	1,201
Station Wagon 8—1393	1,217
Victoria Conv. Darrin 5—700	2,199
Deluxe Series 1801:	
Club Coupe 2-4—1395D	1,029
Conv. Coupe 2-4—1399D	1,146
Tour. Sedan, 4 Dr. 5—1392D	1,084
Club Sedan 5—1396D	1,119
1940—Series 8-160—Super Eight Serial Nos. C500001 to 599999:	
Series 1803:	
Business Coupe, 2 Dr. 2—1378	1,074
Club Coupe, 2 Dr. 4—1375	1,124
Conv. Coupe 2-4—1379	1,221
Tour. Sedan, 4 Dr. 5—1372	1,154
Club Sedan 5—1376	1,209
Conv. Sedan 5—1377	1,306
Series 1804:	
Tour. Sedan, 4 Dr. 5—1362	1,262
Series 1805:	
Tour. Sedan 7—1371	1,297
Tour. Limousine 7—1370	1,377
1940—Series 8-180 Custom Super—Serial Nos. CC500001 to 599999:	
Series 1806:	
Club Sedan, 4 Dr. 5—1356	1,354
Victoria Conv. Darrin 5—700	2,094
Series 1807:	
Tour. Sedan, 4 Dr. 5—1342	1,347
Formal Sedan 5—1332	1,552
Cabriolet A/W Rollson 7—694	2,022
Conv. Sedan Darrin 5—710	2,700
Series 1808:	
Tour. Sedan 7—1351	1,397
Tour. Limousine 7—1350	1,447
Town Car A/W Rollson 7—695	2,137
1939—Series 6—Motor Nos. B1501 to 99999:	
Series 1700:	
Business Coupe 2—1288	711

(19) PACKARD—continued

Model, serial number, body type and passenger capacity	*Base price*
1939—Series 6—Continued.	
Series 1700—Continued.	
Club Coupe 2-4—1285	$756
Conv. Coupe 2-4—1289	830
Tour. Sedan, 2 Dr. 5—1284	761
Tour. Sedan, 4 Dr. 5—1282	796
Station Wagon	897
1939—Series 8—Motor Nos. B-800001 to 399999:	
Series 1701:	
Business Coupe 2—1298	781
Club Coupe 2-4—1295	806
Conv. Coupe 2-4—1299	870
Tour. Sedan, 2 Dr. 5—1294	806
Tour. Sedan, 4 Dr. 5—1292	836
Conv. Sedan, 5—1297	940
Station Wagon	967
Series 1702:	
Tour. Sedan 7—1291	887
Tour. Limousine 7—1290	897
1939—Series 8—Super Eight—Motor Nos. B500001 to 599999:	
Series 1703:	
Club Coupe 2-4—1275	846
Conv. Coupe 2-4—1279	935
Tour. Sedan, 4 Dr. 5—1272	876
Conv Sedan 5—1277	1,000
Series 1705:	
Tour. Sedan 7—1271	952
Tour. Limousine 7—1270	957
1939—Series 12—Motor Nos. B600001 to 620999:	
Series 1707:	
Coupe 2-4—1238	1,007
Coupe 5—1237	1,017
Conv. Coupe 2-4—1239	1,111
Tour. Sedan, 4 Dr. 5—1233	1,072
Club Sedan 5—1236	1,057
Formal Sedan 5—1232	1,292
Victoria 5—1227	1,432
Cabriolet A/W Rollston 7—594	2,002
Series 1708:	
Tour. Sedan 7—1234	1,122
Conv. Sedan 5—1253	1,466
Tour Limousine 7—1235	1,187
Town Car A/W Packard Rollston 7—595	1,952
Tour. Cabriolet Brunn 5—4086	2,382
Cabriolet A/W Brunn 6—4087	2,347
1938—Series 6—Motor Nos. A1501 to 99999:	
Series 1600:	
Business Coupe 2—1188	595
Club Coupe 2-4—1185	630
Conv. Coupe 2-4—1189	671
Tour. Sedan, 2 Dr. 5—1184	625
Tour. Sedan, 4 Dr. 5—1182	645
1938—Series 8—Motor Nos. A300001 to 399999:	
Series 1601:	
Business Coupe 2—1198	643
Club Coupe 2-4—1195	648
Conv. Coupe 2-4—1199	689
Tour. Sedan, 2 Dr. 5—1194	638
Tour. Sedan, 4 Dr. 5—1192	663
Conv. Sedan 5—1197	704
Series 1601 D:	
Tour. Sedan, 4 Dr. 5—1172	668
Series 1602:	
Tour. Sedan 7—1191	672
Tour. Limousine 7—1190	672
1938—Series 8—Super Eight—Motor Nos. A500001 to 599999:	
Series 1603:	
Tour. Sedan, 4 Dr. 5—1103	698
Series 1604:	
Coupe 2-4—1118	702
Coupe 5—1117	707
Conv. Coupe 2-4—1119	778
Club Sedan 5—1116	727
Tour. Sedan, 4 Dr. 5—1113	732
Formal Sedan 5—1112	717
Victoria 5—1107	692
Series 1605:	
Tour. Sedan 7—1114	722
Conv. Sedan 5—1143	768
Tour. Limousine 7—1115	722

(19) PACKARD—continued

Model, serial number, body type and passenger capacity	*Base price*
1938—Series 12—Motor Nos. A600001 to 620999:	
Series 1607:	
Coupe, 2 Dr 4—1138	$732
Coupe 5—1137	752
Conv. Coupe 2-4—1139	813
Tour. Sedan, 4 Dr. 5—1133	782
Club Sedan 5—1136	792
Formal Sedan 5—1162	832
Victoria 5—1127	847
Series 1608:	
Tour Sedan 7—1134	792
Conv. Sedan 5—1153	868
Tour. Limousine 7—1135	782
1937—Series 6—Motor Nos. - 1500 to 99999:	
Series 115C:	
Business Coupe 2—1088	464
Conv. Coupe, 2 Dr. 4—1089	497
Sport Coupe, 2 Dr. 4—1085	474
Tour. Coupe 5—1084	464
Sedan 5—1083	484
Club Sedan 5—1086	494
Tour. Sedan 5—1082	499
1937—Series 8—Motor Nos. X-100000 to 199999:	
Series 1200:	
Business Coupe 2—1098	460
Conv. Coupe 2-4—1099	508
Sport Coupe 2-4—1095	475
Tour. Coupe 5—1094	470
Sedan 5—1093	485
Club Sedan 5—1096	495
Town Sedan 5—1092	500
Conv. Sedan 5—1097	513
Series 120CD:	
Tour. Coupe 5—1094CD	480
Club Sedan 5—1096CD	510
Tour. Sedan 5—1092CD	515
Series 138CD:	
Tour. Limousine 7—CD1090	535
Tour. Sedan 7—CD1091	540
1937—Series 8—Super Eight—Motor Nos. 395500 to 449999:	
Series 1500:	
Tour. Sedan 5—1003	502
Series 1501:	
Coupe Roadster, 2 Dr. 4—1019	530
Coupe 2-4—1018	485
Coupe 5—1017	490
Club Sedan 5—1016	505
Tour. Sedan 5—1013	505
Formal Sedan 5—1012	545
Victoria 5—1007	555
Cabriolet A/W LeBaron 5-7—L394	640
Series 1502:	
Conv. Sedan 5—1063	557
Tour. Sedan 5-7—1014	505
Business Sedan 5-8—1014	485
Tour. Limousine 5-7—1015	505
Business Limousine 5-8—1015	485
Town Car 7—L395	605
1937—Series 12—Motor Nos. 905500 to 919999:	
Series 1506:	
Tour. Sedan 5—1023	510
Series 1507:	
Coupe Roadster 2-4—1039	495
Coupe 2-4—1038	460
Coupe 5—1037	490
Club Sedan 5—1036	525
Tour. Sedan 5—1033	515
Formal Sedan 5—1032	555
Conv. Victoria 5—1027	587
Cabriolet A/W LeBaron 5-7—L394	595
Series 1508:	
Conv. Sedan 5—1073	557
Tour. Sedan 5-7—1034	520
Tour. Limousine 5-7—1035	505
Town Car A/W LeBaron 5-7—L895	595
1936—Series 8—Motor Nos. X-27500 to 99999:	
Series 120B:	
Business Coupe 2—998	357
Conv. Coupe 2-4—999	390
Sport Coupe 2-4—995	362
Tour. Coupe 5—994	362

(19) PACKARD—continued

Model, serial number, body type and passenger capacity	*Base price*
1936—Series 8—Continued.	
Series 120B:—Continued.	
Sedan 5—993	$362
Club Sedan 5—996	372
Tour. Sedan 5—992	372
Conv. Sedan 5—997	390
1936—Series 8—Motor Nos. 390500 to 395499:	
Series 1400:	
Sedan 5—903	378
Series 1401:	
Coupe Roadster 2-4—919	385
Phaeton 4—911	370
Coupe 2-4—918	360
Coupe 5—917	360
Club Sedan 5—916	375
Sedan 5—913	370
Formal Sedan 5—912	395
Conv. Victoria 5—907	393
Cabriolet A/W LeBaron 5-7—294	375
Series 1402:	
Touring 5-7—910	350
Conv. Sedan 5—963	413
Sedan 5-7—914	390
Business Sedan 5-8—914	370
Limousine 5-7—915	380
Business Limousine 5-8—915	335
Town Cruiser A/W LeBaron 5-7—295	390
1936—Series 8—Super Eight—Motor Nos. 757000 to 758499:	
Series 1403:	
Sedan 5—943	385
Series 1404:	
Coupe Roadster 2-4—959	360
Phaeton 5—951	360
Sport Phaeton 5—941	360
Coupe 2-4—958	350
Coupe 5—957	360
Club Sedan 5—956	390
Formal Sedan 5—952	395
Conv. Victoria 5—947	398
Cabriolet A/W LeBaron 5-7—294	385
Series 1405:	
Tour. 5-7—950	335
Conv. Sedan 5—963	408
Sedan 5-7—954	400
Business Sedan 5-8—954	365
Limousine 5-7—955	360
Business Limousine 5-8—955	370
Town Cruiser A/W LeBaron 5-7—295	395
1936—Series 12—Motor Nos. 904000 to 905499:	
Series 1407:	
Coupe Roadster 2-4—939	375
Phaeton 5—931	380
Sport Phaeton 5—921	390
Coupe 2-4—938	370
Coupe 5—937	380
Club Sedan 5—936	390
Sedan 5—933	385
Formal Sedan 5—932	405
Conv. Victoria 5—927	413
Cabriolet A/W LeBaron 5-7—294	395
Series 1408:	
Touring 5-7—930	385
Conv. Sedan 5-973	433
Sedan 5-7—934	405
Limousine 5-7—935	395
Town Cruiser A/W LeBaron 5-7—295	415
1935—Series 8—Motor Nos. 385001 to 390499:	
Series 1200:	
Sedan 5—803	285
Series 1201:	
Coupe Roadster 2-4—819	292
Phaeton 5—811	277
Coupe 2-4—818	272
Coupe 5—817	267
Club Sedan 5—816	292
Sedan 5—813	287
Formal Sedan 5—812	307
Conv. Victoria 5—807	296
Cabriolet A/W LeBaron 5-7—194	297

(19) PACKARD—continued

Model, serial number, body type and passenger capacity	*Base price*
1935—Series 8—Continued.	
Series 1202:	
Conv. Sedan 5—863	$311
Sedan 5-7—814	297
Limousine 5-7—815	287
Town Car A/W LeBaron 5-7—194	287
1935—Series 8—Super Eight—Motor Nos. 755001 to 756999:	
Series 1203:	
Sedan 5—843	292
Series 1204:	
Coupe Roadster 2-4—859	302
Phaeton 5—851	192
Sport Phaeton 5—841	197
Coupe 2-4—858	217
Coupe 5—857	227
Club Sedan 5—856	227
Formal Sedan 5—852	312
Conv. Victoria 5—847	316
Cabriolet A/W LeBaron 5-7—195	207
Series 1205:	
Conv. Sedan 5—883	321
Sedan 5-7—854	297
Limousine 5-7—855	302
Town Car A/W LeBaron 5-7—194	302
Series 12-1207:	
Sedan 5—833	302
Formal Sedan 832	307
Club Sedan 836	297
Coupe 5—837	282
Coupe 2-4—838	277
Coupe Roadster 839	287
Phaeton 831	272
Sport Phaeton 821	277
Victoria 827	297
Cabriolet A/W LeBaron 7—195	277
Series 12-1208:	
Conv. Sedan 873	306
Sedan 7—834	272
Limousine 835	262
Town Car A/W LeBaron 194	277
1935—Series 8—Motor Nos. X-1501 to X-27499:	
Series 120:	
Business Coupe 2—898	262
Conv. Coupe 899	291
Sport Coupe 895	267
Tour Coupe 5—894	267
Sedan 5—893	277
Club Sedan 5—896	287
Tour. Sedan 5—892	287

(20) PLYMOUTH

1942—Series 6-P14—Deluxe—Serial Nos. 15135501 to 15153935, 3134501 to 3136266, 22037001 to 22041356—Motor Nos. 14-1001 to 149158:	
Coupe 3	1,162
Club Coupe 6	1,237
Sedan, 2 Dr. 6	1,207
Sedan, 4 Dr. 6	1,242
Utility Sedan, 2 Dr. 2	1,197
1942—Series 6—P14—Special Deluxe—Serial Nos. 11399501 to 11494043, 3297001 to 3306756, 20148001 to 20154436—Motor Nos. P14-1001 to P14-149158:	
Coupe 3	1,212
Club Coupe 6	1,282
Conv. Coupe 6	1,432
Sedan, 2 Dr. 6	1,241
Sedan, 4 Dr. 6	1,287
Town Sedan 6	1,327
Station Wagon 8	1,527
1941—Series 6—P11—Serial Nos. 15000101 to 15135031, 3121501 to 3133963, 22001001 to 22036668—Motor Nos. P11-1001 to 535066:	
Coupe 2	939
Sedan, 2 Dr. 5	969
Sedan, 4 Dr. 5	999
Utility Sedan, 2 Dr. 2	949
Deluxe	
Coupe 2	974
Sedan, 2 Dr. 5	1,004
Sedan, 4 Dr. 5	1,034

(20) PLYMOUTH—continued

Model, serial number, body, type and passenger capacity	*Base price*
1941—Series 6—P12—Serial Nos. 1123001 to 11399251, 3269301 to 3296573, 20105001 to 20147922—Motor Nos. P12-1001 to 535086:	
Special Deluxe	
Coupe 2	$1,019
Coupe 2-4	1,049
Conv. Coupe 2-4	1,189
Sedan, 2 Dr. 5	1,049
Sedan, 4 Dr. 5	1,079
Station Wagon 8	1,184
Sedan 7	1,169
1940—Series 6-P9—Roadking—Serial Nos. 1378001 to 1454305, 3114801 to 3121386, 9062201 to 9081376—Motor Nos. P9-1001 to 415462:	
Coupe 2	815
Tour. Sedan, 2 Dr. 5	810
Tour. Sedan, 4 Dr. 5	835
Utility Sedan, 2 Dr	790
1940—Series 6-P10—Deluxe—Serial Nos. 10883001 to 11122539, 3242501 to 3269067, 20063001 to 20104166—Motor Nos. P-10-1001 to 415462:	
Deluxe Coupe 2	840
Coupe 2-4	855
Conv. Coupe 2-4	945
Tour. Sedan, 2 Dr. 5	855
Tour. Sedan, 4 Dr. 5	875
Station Wagon (Glass) 8	940
Sedan Limousine 7	940
Sedan 7	970
1939—Series 6-P7—Roadking—Serial Nos. 1298001 to 1377476, 3110001 to 3114681, 9150401 to 9164594—Motor Nos. P8-1001 to 411924:	
Coupe 2	643
Sedan, 2 Dr. 5	653
Tour. Sedan TK, 2 Dr. 5	663
Sedan, 4 Dr. 5	673
Tour. Sedan TK, 4 Dr. 5	688
Utility Sedan, 2 Dr	648
1939—Series 6-P8-Deluxe—Serial Nos. 10630001 to 10879875, 3222001 to 3242204, 20027001 to 20062200—Motor Nos. P8-1001 to 411924:	
Coupe 2	688
Coupe 2-4	698
Conv. Coupe 2-4	770
Sedan, 2 Dr. 5	693
Tour. Sedan TK, 2 Dr. 5	698
Sedan, 4 Dr. 5	708
Tour, Sedan TK, 4 Dr. 5	718
Suburban (Cur.) 8	733
Suburban (Glass) 8	768
Conv. Sedan TK 5	850
Sedan TK 7	738
Sedan Limousine 7	728
1938—Series 6-P5—Roadking — Serial Nos. 1240001 to 1296616, 3105301 to 3109408, 9097601 to 9107726—Motor Nos. P6-1001 to 286620:	
Coupe 2	534
Sedan, 2 Dr. 5	539
Sedan, 4 Dr. 5	549
Tour. Sedan TK, 2 Dr. 5	559
Tour. Sedan TK, 4 Dr. 5	569
1938—Series 6-P6—Deluxe—Serial Nos. 10470001 to 10625651, 3206001 to 3220998, 20001001 to 20025901—Motor Nos. P6-1001 to 286620:	
Coupe 2	574
Coupe 2-4	584
Conv. Coupe 2-4	607
Sedan, 2 Dr. 5	574
Tour. Sedan TK, 2 Dr. 5	594
Sedan, 4 Dr. 5	594
Tour. Sedan TK, 4 Dr. 5	604
Suburban 8	619
Sedan TK 7	622
Sedan Limousine 7	612
1937—Series 6-P3—Business — Serial Nos. 1184001 to 1237460, 3101401 to 3105159, 9085551 to 9097493—Motor Nos. P4-1001 to 571569:	

(20) PLYMOUTH—continued

Model, serial number, body, type and passenger capacity	*Base price*
1937—Series 6-P3—Business—Continued.	
Coupe 2	$431
Sedan, 2 Dr. 5	436
Sedan, 4 Dr. 5	451
1937—Series 6-P4—Deluxe—Serial Nos. 10101001 to 10468044, 3162501 to 3205879, 9950001 to 9999000, 9190021 to 9199074—Motor Nos. P4-1001 to 571569:	
Coupe 2	466
Coupe 2-4	471
Conv. Coupe 2-4	499
Sedan, 2 Dr. 5	476
Tour. Sedan TK, 2 Dr. 5	481
Sedan, 4 Dr. 5	491
Tour. Sedan TK, 4 Dr. 5	496
Sedan, 4 Dr. 7	507
Sedan Limousine 7	497
1936—Series 6-P1—Business — Serial Nos. 1111701 and up, 3157151 and up, 9000101 and up—Motor Nos. P2-1001 and up:	
Coupe 2	322
Sedan, 2 Dr. 5	327
Sedan, 4 Dr. 5	337
Station Wagon	346
1936—Series 6-P2—Deluxe—Serial Nos. 2641401 and up, 3040601 and up, 9025101 and up—Motor Nos. P2-1001 and up:	
Coupe 2	347
Coupe 2-4	352
Conv. Coupe, 2-4	379
Sedan, 2 Dr. 5	352
Tour. Sedan, 2 Dr. 5	357
Sedan 5	367
Tour. Sedan, 4 Dr. 5	377
Tour. Sedan 7	377
1935—Series 6-PJ—Plymouth Six—Serial Nos. 1039101 and up, 3151501 and up—Motor Nos. PJ-1001 and up:	
Business Coupe 2	242
Business Sedan, 2 Dr. 5	242
Business Sedan, 4 Dr. 5	247
Coupe 2	252
Sedan, 2 Dr. 5	257
1935—Series 6-PJ—Plymouth Deluxe Six—Serial Nos. 2397601 and up, 3019401 and up—Motor Nos. PJ-1001 and up:	
Business Coupe 2	257
Coupe 2-4	262
Conv. Coupe 2-4	282
Sedan, 2 Dr. 5	264
Tour. Sedan, 2 Dr. 5	272
Sedan 5	277
Tour. Sedan, 4 Dr. 5	277
Sedan Traveler 5	280
Sedan 7	280

(21) PONTIAC

1942—Series 6-25 KA—Torpedo—Serial Nos. P6KA—1001-25802, C6KA—1001 to 3260, L6KA-1001 to 3428:	
Coupe 3	1,268
Sedan Coupe 5	1,328
Sport Coupe 5	1,313
Conv. Sedan Coupe 5	1,541
Sedan, 2 Dr. 5	1,318
Sedan, 4 Dr. 5	1,363
Metropolitan Sedan 5	1,363
1942—Series 6-26 KB—Serial Nos. P6-KB-1001-11115, C6KB-1001 to 2170, L6KB-1001 to 2181:	
Streamliner:	
Sedan Coupe 5	1,358
Sedan, 4 Dr. 5	1,418
Station Wagon 8	1,669
Streamliner Chieftain:	
Sedan Coupe 5	1,423
Sedan, 4 Dr. 5	1,468
Station Wagon 8	1,724

(21) PONTIAC—continued

Model, serial number, body, type and passenger capacity	*Base price*
1942—Series 8-27 KA-Torpedo—Serial Nos. P8KA-1001-13146, C8KA-1001 to 2070, L8KA-1001 to 2205:	
Coupe 3	$1,298
Sedan Coupe 5	1,353
Sport Coupe 5	1,338
Conv. Sedan Coupe 5	1,566
Sedan, 2 Dr. 5	1,343
Sedan, 4 Dr. 5	1,388
Metropolitan Sedan 5	1,388
1942—Series 8-26 KB—Serial Nos. P8KB-1001-22928, C8KB-1001 to 3127, L8KB-1001 to 3451:	
Streamliner:	
Sedan Coupe 5	1,383
Sedan, 4 Dr. 5	1,438
Station Wagon 8	1,694
Streamliner Chieftain:	
Sedan Coupe 5	1,433
Sedan, 4 Dr. 5	1,493
Station Wagon 8	1,759
1941—Series 6—JA25—Deluxe Torpedo—Serial Nos. 6JA-1001 to 80460, Motor Nos. 6-761501 to 971788:	
Business Coupe 3	1,076
Sedan Coupe 5	1,131
Conv. Sedan Coupe	1,230
Metropolitan Sedan 5	1,191
Sedan, 2 Dr. 5	1,131
Sedan, 4 Dr. 5	1,171
1941—Series 6—JB26—Streamliner "Torpedo"—Serial Nos. 6JB-1001 to 62545, Motor Nos. 6-761501 to 971788:	
Sedan Coupe 5	1,181
Super Sedan, Coupe 5	1,221
Sedan, 4 Dr. 5	1,231
Super Sedan, 4 Dr. 5	1,256
1941—Series 6-JC24—Custom "Torpedo"—Serial Nos. 6JC-1001 to 6345, Motor Nos. 6-761501 to 971788:	
Sedan Coupe 5	1,226
Sedan, 4 Dr. 5	1,256
Standard Station Wagon 8	1,346
Deluxe Station Wagon 8	1,361
1941—Series 8—JA27—Deluxe "Torpedo"—Serial Nos. 8JA-1001 to 27219, Motor Nos. 8-246501 to 368240:	
Business Coupe 3	1,061
Sedan Coupe 5	1,136
Conv. Sedan Coupe 5	1,230
Sedan, 2 Dr. 5	1,136
Sedan, 4 Dr. 5	1,171
Metropolitan Sedan, 5	1,186
1941—Series 8-JB28—Streamliner "Torpedo"—Serial Nos. 8JB—1001 to 52428, Motor Nos. 8-246501 to 368240:	
Sedan Coupe 5	1,206
Super Sedan Coupe 5	1,221
Sedan, 4 Dr. 5	1,236
Super Sedan, 4 Dr. 5	1,256
1941—Series 8-JC29—Custom Torpedo—Serial Nos. 8JC-1001 to 12576, Motor Nos. 8-246501 to 368240:	
Sedan Coupe 5	1,236
Sedan, 4 Dr. 5	1,266
Standard Station Wagon 8	1,356
Deluxe Station Wagon 8	1,396
1940—Series 6—25—HA—Special—Serial Nos. 6HA—1001 to 84545, L6HA—1001 to 13111, C6HA—1001 to 10328—Motor Nos. 6-595801 to 761172:	
Business Coupe 3	874
Sport Coupe 4	889
Sedan TK, 4 Dr. 5	924
Sedan TK, 2 Dr. 5	889
Deluxe Station Wagon 8	988
1940—Series 6—26 HB—Deluxe—Serial Nos. 6 HB—1001 to 44296, C6HB—1001 to 5184, L6HB—1001 to 10988—Motor Nos. 6—595801 to 761162:	

(21) PONTIAC—continued

Model, serial number, body, type and passenger capacity	*Base price*
1940—Series 6—26 HB—Deluxe—Continued.	
Business Coupe 3	$906
Sport Coupe 4	938
Conv. Cabriolet 4	979
Sedan, 4 Dr. 5	968
Sedan, 2 Dr. 5	933
1940—Series 8—28 HA—Deluxe—Serial Nos. 8 HA-1001 to 16817, C8HA-1001 to 2363, L8HA-1001 to 4253—Motor Nos. 8-194401 to 246073:	
Business Coupe 3	898
Sport Coupe 4	923
Conv. Cabriolet 4	989
Sedan, 4 Dr. 5	943
Sedan, 2 Dr. 5	918
1940—Series 8—29 HB—Torpedo—Serial Nos. 8 HB-1001 to 44296, C8HB-1001 to 5184, L8HB-1001 to 10988—Motor Nos. 8—194401 to 761142:	
Sport Coupe 4	1,008
Sedan TK, 4 Dr. 5	1,033
1939—Series 6—25 EA—Quality Deluxe Serial Nos. P6EA-1001 to 43679, C6EA-1001 to 4938, L6EA-1001 to 7503—Motor Nos. 6-486201 to 6-595105:	
Sedan TK, 4 Dr. 6	760
Sedan TK, 2 Dr. 6	740
Business Coupe 3	710
Sport Coupe O/S 5	735
Station Wagon	877
1939—Series 6—26EB—Quality Deluxe—Serial Nos. P6EB-1001 to 41263, C6EB-1001 to 5120, L6EB-1001 to 8599—Motor Nos. 6-486201 to 6-595104:	
Sedan TK, 4 Dr. 6	790
Sedan TK, 2 Dr. 6	765
Business Coupe 3	730
Sport Coupe Opera 5	765
Conv. Cabriolet 5	803
1939—Series 8—28EA—Deluxe—Serial Nos. P8EA-1001 to 27627, C8EA-1001 to 3625, L8EA-1001 to 6522—Motor Nos. 8-159601 to 8-191910:	
Sedan TK, 4 Dr. 6	710
Sedan TK, 2 Dr. 6	755
Business Coupe 6	725
Sport Coupe 5	755
Conv. Coupe 5	803
1938—Series 6-6DA—Deluxe—Serial Nos. 6DA-1616 to 60416, C6DA-2001 to 8155, L6DA-1001 to 8942, C6DA-1001 to 1615:	
Sedan, 4 Dr. 5	604
Tour. Sedan TK, 4 Dr. 5	619
Conv. Sedan, 4 Dr. 5	670
Sedan, 2 Dr. 5	589
Tour. Sedan TK, 2 Dr. 5	589
Business Coupe 2	579
Sport Coupe 2-4	594
Conv. Coupe 2-4	624
Station Wagon	693
1938—Series 8-8DA—Deluxe—Serial Nos. 8DA-1001 to 15729, L8DA-1001 to 4071, C-8DA-1001 to 2530—Motor Nos. 8-140001 to 159441:	
Sedan, 4 Dr. 5	606
Tour. Sedan TK, 4 Dr. 5	616
Conv. Sedan, 4 Dr. 5	667
Sedan, 2 Dr. 5	581
Tour. Sedan TK, 2 Dr. 5	596
Business Coupe 2	581
Sport Coupe 2-4	596
Conv. Coupe 2-4	632
1937—Series 6-6CA—Deluxe—Serial Nos. 6CA-1001 to 154827—Motor Nos. 6-220001 to 399286:	
Sedan, 4 Dr. 5	529
Tour. Sedan TK, 4 Dr. 5	544
Conv. Sedan, 4 Dr. 5	555
Sedan, 2 Dr. 5	544
Tour. Sedan TK, 2 Dr. 5	519
Business Coupe 2	529
Sport Coupe 2-4	514
Conv. Coupe 2-4	535
Station Wagon	568

(21) PONTIAC—continued

Model, serial number, body, type and passenger capacity	*Base price*
1937—Series 8-8CA—Deluxe—Serial Nos. 8CA-1001 to 49442—Motor Nos. 8-83001 to 139968:	
Sedan, 4 Dr. 5	$521
Tour. Sedan TK, 4 Dr. 5	526
Conv. Sedan, 4 Dr. 5	527
Sedan, 2 Dr. 5	506
Tour. Sedan TK, 2 Dr. 5	511
Business Coupe 2	506
Sport Coupe 2-4	516
Conv. Coupe 2-4	530
1936—Series 6-6BB—Master Silver Streak—Serial Nos. 6BB-1001 and up—Motor Nos. 6-84001 and up:	
Sedan, 4 Dr. 5	390
Tour. Sedan TK, 4 Dr. 5	405
Sedan, 2 Dr. 5	375
Tour. Sedan TK, 2 Dr. 5	385
Business Coupe 2	370
Sport Coupe 2-4	380
Cabriolet 2-4	405
1936—Series 6-6BA—Deluxe Silver Streak—Serial Nos. 6BA-1001 and up—Motor Nos. 684001 and up:	
Sedan, 4 Dr. 5	400
Tour. Sedan TK, 4 Dr. 5	410
Sedan, 2 Dr. 5	385
Tour. Sedan TK, 2 Dr. 5	385
Business Coupe 2	375
Sport Coupe 2-4	385
Cabriolet 2-4	415
1936—Series 8-8BA—Deluxe Silver Streak—Serial Nos. 8BA-1001 and up—Motor Nos. 8-44001 and up:	
Sedan, 4 Dr. 5	385
Tour. Sedan TK, 4 Dr. 5	395
Coach Sedan, 2 Dr. 5	370
Tour. Sedan TK, 2 Dr. 5	380
Business Coupe 2	365
Sport Coupe 2-4	375
Cabriolet 2-4	400
1935—Series 6-701 Standard—Serial Nos. 6AB-1001 and up—Motor Nos. 6-1001 and up:	
Sedan, 4 Dr. 5	279
Tour. Sedan TK, 4 Dr. 5	289
Sedan, 2 Dr. 5	264
Tour. Sedan TK, 2 Dr. 5	274
Business Coupe 2	264
1935—Series 6-701—Deluxe—Serial Nos. 6AA-1001 and up—Motor Nos. 6-1001 and up:	
Sedan, 4 Dr. 5	284
Tour. Sedan TK, 4 Dr. 5	294
Sedan, 2 Dr. 5	269
Tour. Sedan, 2 Dr. 5	274
Business Coupe 2	264
Sport Coupe (Rumble) 2-4	274
Cabriolet (Rumble) 2-4	279
1935—Series 8-605—Straight Eight—Serial Nos. 8 AA-1001 and up, Motor Nos. 8-1001 and up:	
Sedan, 4 Dr. 5	269
Tour. Sedan TK, 4 Dr. 5	274
Sedan, 2 Dr. 5	254
Tour. Sedan TK, 2 Dr. 5	274
Business Coupe 2	259
Sport Coupe (Rumble) 2-4	259
Cabriolet (Rumble) 2-4	269

(22) STUDEBAKER

1942—Series 6-4G—Champion—Serial Nos. G-165501 to 192583, G-821001 to 823645—Motor Nos. 186301 to 216050:	
Custom:	
Coupe 3	1,079
Double-Dater Coupe 5	1,099
Club Sedan, 2 Dr. 5	1,114
Cruising Sedan 5	1,139
Delux style:	
Coupe 3	1,119
Double-Dater Coupe 5	1,139
Club Sedan, 2 Dr. 5	1,144
Cruising Sedan 5	1,179

(22) STUDEBAKER—continued

Model, serial number, body type and passenger capacity	*Base price*
1942—Series 6-12A—Commander—Serial Nos. 4216501 to 4222296, 4816601 to 4818305—Motor Nos. H-164301 to 181812:	
Custom:	
Sedan Coupe 6	$1,394
Cruising Sedan 6	1,424
Land Cruiser 6	1,459
Delux style:	
Sedan Coupe 6	1,449
Cruising Sedan 6	1,469
Land Cruiser 6	1,509
Skyway:	
Sedan Coupe 6	1,474
Cruising Sedan 6	1,509
Land Cruiser 6	1,539
1942—Series 8-8C — President — Serial Nos. 7145501 to 7148659, 7804601 to 7804943—Motor Nos. B-52101 to 55608:	
Custom:	
Sedan Coupe 6	1,539
Cruising Sedan 6	1,559
Land Cruiser 6	1,594
Delux style:	
Sedan Coupe 6	1,589
Cruising Sedan 6	1,609
Land Cruiser 6	1,639
Skyway:	
Sedan Coupe 6	1,624
Cruising Sedan 6	1,639
Land Cruiser 6	1,729
1941—Series 6-3G—Champion—Serial Nos. G-90101 to 165400, G-811201 to 820902—Motor Nos. 101201 to 186259:	
Custom:	
Coupe 3	942
Opera Coupe 5	967
Club Sedan, 2 Dr. 5	977
Cruising Sedan 5	1,007
Double-Dater Coupe	967
Custom Deluxe:	
Coupe 3	957
Opera Coupe 5	997
Club Sedan, 2 Dr. 5	1,002
Cruising Sedan 5	997
Double-Dater Coupe	997
Delux-Tone:	
Coupe 3	982
Opera Coupe 5	1,028
Club Sedan, 2 Dr. 5	1,023
Cruising Sedan 5	1,047
Double-Dater Coupe	1,028
1941—Series 6-11A—Commander—Serial Nos. 4178801 to 4216180, 4811901 to 4816518—Motor Nos. H-122201 to 164222:	
Custom:	
Sedan Coupe 6	1,188
Cruising Sedan 6	1,213
Land Cruiser 6	1,243
Deluxe-Tone:	
Cruising Sedan 6	1,258
Land Cruiser 6	1,288
Skyway:	
Sedan Coupe 6	1,263
Cruising Sedan 6	1,278
Land Cruiser 6	1,298
1941—Series 8-7C — President — Serial Nos. 7139101 to 7145407, 7803901 to 7804592—Motor Nos. B-43001 to 52012:	
Custom:	
Cruising Sedan 6	1,288
Land Cruiser 6	1,323
Deluxe-Tone:	
Cruising Sedan 6	1,353
Land Cruiser 6	1,373
Skyway:	
Sedan Coupe 6	1,353
Cruising Sedan 6	1,368
Land Cruiser 6	1,388
1940—Series 6-2G—Champion—Serial Nos. G-30501 to 90069, G-803701 to 811191—Motor Nos. 34101 to 101169:	

(22) STUDEBAKER—continued

Model, serial number, body type and passenger capacity	*Base price*
1940—Series 6-2G—Champion—Continued.	
Custom:	
Coupe 3	$757
Opera Coupe 5	787
Club Sedan, 2 Dr. 5	787
Cruising Sedan 5	822
Deluxe:	
Coupe 3	772
Opera Coupe 5	812
Club Sedan, 2 Dr. 5	812
Cruising Sedan 5	837
Custom Deluxe:	
Coupe	787
Opera Coupe	817
Club Sedan	822
Cruising Sedan	847
Champion Deluxe-Tone:	
Coupe 3	802
Opera Coupe	827
Club Sedan	832
Cruising Sedan	862
1940—Series 6-10A—Commander—Serial Nos. 4148501 to 4176797, 4807601 to 4811895—Motor Nos. H-87601 to 122190:	
Custom:	
Coupe 3	932
Club Sedan, 2 Dr. 6	957
Cruising Sedan 6	987
Deluxe-Tone:	
Coupe 3	972
Club Sedan	997
Cruising Sedan	1,022
1940—Series 8-6C—President—Serial Nos. 7133101 to 7139058, 7803301 to 7803885—Motor Nos. B-38501 to 44999:	
Coupe 3	962
Club Sedan, 2 Dr. 6	987
Cruising Sedan 6	1,022
Deluxe-Tone	
Coupe 3	1,002
Club Sedan	1,027
Cruising Sedan	1,057
1939—Series 6-G—Champion—Serial Nos. G-001 to 30400, G-800001 to 803600—Motor Nos. 001 to 34100:	
Custom:	
Coupe 3	647
Club Sedan 6	672
Cruising Sedan 6	682
Deluxe:	
Coupe 3	657
Club Sedan 6	677
Cruising Sedan 6	692
1939—Series 6-9A—Commander—Serial Nos. 4110001 to 4148500, 4802301 to 4807600—Motor Nos. H-42501 to 87550:	
Business Coupe 3	747
Custom Coupe 3	772
Club Sedan 6	792
Cruising Sedan 6	797
Conv. Sedan 6	857
1939—Series 8-5C—State President—Serial Nos. 712501 to 7133050, 7802501 to 7803250—Motor Nos. B-30201 to 38500:	
Custom Coupe 3	749
Club Sedan 6	779
Cruising Sedan 6	794
Conv. Sedan 6	889
1938—Series 6-7A—Commander—Serial Nos. 5582001 to 5599146, 5857501 to 5859614—Motor Nos. H-101 to 42253:	
Business Coupe 3	598
Custom Coupe 3	608
Club Sedan 6	618
Cruising Sedan 6	633
Conv. Sedan 6	663
1938—Series 6-8A—State Commander—Serial Nos. 4090001 to 4109817, 4800001 to 4802235—Motor Nos. H-101 to 42253:	

(22) STUDEBAKER—continued

Model, serial number, body type and passenger capacity	*Base price*
1938—Series 6-8A—State Commander—Con.	
Custom Coupe 3	$613
Club Sedan 6	633
Cruising Sedan 6	643
Conv. Sedan 6	678
1938—Series 8-4C—State President—Serial Nos. 7120101 to 7125062, 7801801 to 7802311—Motor Nos. B-24601 to 30090:	
Coupe 3	586
Club Sedan 6	608
Cruising Sedan 6	618
Conv. Sedan 6	688
1937—Series 6-5A—Dictator Six—Serial Nos. 5536001 to 5581500, 5852801 to 5857400—Motor Nos. B-112601 to 201637:	
Business Coupe 3	448
Custom Coupe 3	458
Custom Coupe 5	463
St. Regis Custom Sedan 5	468
St. Regis Cruising Sedan TK 6	473
Custom Sedan 6	483
Cruising Sedan TK 6	488
1937—Series 8-3C—President Eight—Serial Nos. 7111001 to 7119150, 7800801 to 7801750—Motor Nos. B-15501 to 24504:	
Custom Coupe 3	448
Custom Coupe 5	478
St. Regis Custom Sedan 6	488
St. Regis Cruising Sedan TK 6	488
Custom Sedan 6	493
Cruising Sedan TK 6	498
1936—Series 6-3A—Dictator Six—Serial Nos. 5512001 to 5536000, 5850001 to 5852800—Motor Nos. D-63001 and up:	
Business Coupe 3	349
Custom Coupe 3	354
Custom Coupe 5	359
St. Regis Custom Sedan 5	364
St. Regis Cruising Sedan TK 5	369
Custom Sedan 6	374
Cruising Sedan TK 6	374
1936—Series 8-2C—President Eight—Serial Nos. 7104001 to 7111000, 7800001 to 7800800—Motor Nos. B-7901 and up:	
Custom Coupe 3	343
Custom Coupe 5	348
1936—Series 8-2C—President Eight—continued.	
St. Regis Custom Sedan 5	343
St. Regis Cruising Sedan TK 5	353
Custom Sedan 6	363
Cruising Sedan TK 6	378
1935—Series 6-1A—Dictator Six—Serial Nos. 5500001 to 5512000—Motor Nos. D-27501 and up:	
Roadster 3-5	223
Regal Roadster 3-5	228
Coupe 3	233
Regal Coupe 3	238
Coupe 3-5	243
Regal Coupe 3-5	253
St. Regis Sedan 5	238
St. Regis Regular Sedan 5	253
Sedan 6	258
St. Regis Custom Sedan 5	248
Regal Sedan 6	268
Custom Sedan 5	268
Land Cruiser 5	273
Regal Land Cruiser 5	273
1935—Series 6-2A—Dictator Planar—Serial Nos. 5212001 to 5235000—Motor Nos. D-27501 and up:	
Coupe 2	243
Coupe 4	253
Roadster	243
St. Regis Sedan	253
Sedan	268
Land Cruiser	283
Custom	
St. Regis Sedan	263
Sedan	273

(22) STUDEBAKER—continued

Model, serial number, body type and passenger capacity	*Base price*
Regal	
Coupe 2	$248
Coupe 4	268
Roadster	248
St. Regis Sedan	263
Sedan	278
Land Cruiser	288
1935—Series 8—Commander Eight—Serial Nos. 8103001 to 8109000—Motor Nos. C-30501 and up:	
Coupe 3	244
Coupe 3-5	249
Roadster 3-5	234
Land Cruiser 5	269
St. Regis Custom Sedan 5	249
Custom Sedan 6	259
Regal Coupe 3	249
Regal Coupe 3-5	254
Regal Roadster 3-5	244
St. Regis Regal Sedan 5	254
Regal Sedan 6	259
Regal Land Cruiser 5	274
1935—Series 8—President Eight—Serial Nos. 7101001 to 7104000—Motor Nos. B-5501 and up:	
Coupe 3	240
Coupe 3-5	250
Roadster 3-5	235
Land Cruiser 5	265
Custom Sedan 5	255
Custom Berline	270
Regal Coupe 3	245
Regal Coupe 3-5	255
Regal Roadster 3-5	240
Regal Sedan 6	260
Regal Land Cruiser 5	270
Regal Berline 5	270
1942—Series 4—Americar—Serial Nos. 80101 to 92020—Motor Nos. 80301 to 92020:	
Speedway:	
Coupe 2	991
Sedan, 4 Dr. 5	1,046
Deluxe:	
Coupe 2	1,071
Sedan, 4 Dr. 5	1,096
Station Wagon 5	1,266
Plainsman:	
Coupe 2	1,131
Sedan, 4 Dr. 5	1,151
1941—Series 4-441—Americar—Serial Nos. 50001 to 80099:	
Speedway:	
Coupe 2	758
Sedan, 4 Dr. 5	768
Deluxe:	
Coupe 2	788
Sedan, 4 Dr. 5	813
Station Wagon 5	943
Plainsman:	
Coupe 2	833
Sedan, 4 Dr. 5	858
1940—Series 4-440—Serial Nos. 17001 to 49341:	
Speedway:	
Coupe 2	561
Sedan, 4 Dr. 5	601
Deluxe:	
Coupe 2	616
Sedan, 4 Dr. 5	636
Station Wagon 5	695
1939—Series 4-39—Overland—Serial Nos. 39-1001 to 17000:	
Speedway:	
Coupe 2	451
Sedan, 2 Dr. 5	461
Sedan, 4 Dr. 5	471
Deluxe:	
Coupe 2	471
Sedan, 2 Dr. 5	486
Sedan, 4 Dr. 5	491
Speedway Special:	
Coupe 2	461
Sedan, 2 Dr. 5	466
Sedan, 4 Dr. 5	476

(22) STUDEBAKER—continued

Model, serial number, body type and passenger capacity	*Base price*
1939—Series 4-48—Serial Nos. 91751 to 94375:	
Coupe 2	$406
Sedan, 2 Dr. 5	436
Sedan, 4 Dr. 5	451
1939—Series 4-38—Serial Nos. 89001 to 91750:	
Standard:	
Coupe 2	406
Sedan, 2 Dr. 5	426
Sedan, 4 Dr. 5	441
Deluxe:	
Coupe 2	441
Sedan, 2 Dr. 5	451
Sedan, 4 Dr. 5	456
1938—Series 4—Serial Nos. 65001 to 89000:	
Standard Coupe 2	313
Deluxe Coupe 2	323
Clipper Sedan, 2 Dr. 5	318

(22) STUDEBAKER—continued

Model, serial number, body, type and passenger capacity	*Base price*
1938—Series 4—Continued.	
Standard Sedan 5	$328
Deluxe Clipper Sedan, 2 Dr. 5	328
Deluxe Sedan 5	343
Custom Sedan 5	363
1937—Series 4-37—Serial Nos. 1001 to 65000:	
Coupe 2	259
Deluxe Coupe 2	269
Sedan 5	269
Deluxe Sedan 5	274
1936—Series 4-77—Serial Nos. 37001 and up—Serial Nos. 42002 and up:	
Coupe 2	152
Sedan 4	162
Deluxe Sedan 4	167
1935—Series 4-77—Serial Nos. 27001 to 37000:	
Coupe 2	116
Sedan 4	126

TABLE C—ALLOWANCES FOR "IN-BUILT" EQUIPMENT AND RADIOS WHICH MAY BE INCLUDED IN MAXIMUM PRICES

Year and make	Description	Price
(1) 19.2 Cadillac	Hydramatic transmission	$100
(2) 1941 Cadillac	Hydramatic transmission	85
(3) 1942 Chrysler	Vacumatic transmission and fluid drive	45
(4) 1941 Chrysler	Vacumatic transmission and fluid drive	35
(5) 1940 Chrysler	Overdrive transmission	25
(6) 1939 Chrysler	Overdrive transmission	20
(7) 1942 Desoto	Simplimatic transmission and overdrive	45
(8) 1941 Desoto	Simplimatic transmission and overdrive	35
(9) 1940 Desoto	Overdrive transmission	28
(10) 1939 Desoto	Overdrive transmission	20
(11) 1942 Dodge	All fluid drive	30
(12) 1941 Dodge	Fluid drive	25
(13) 1942 Hudson	Drivemaster	45
(14) 1942 Hudson	Overdrive transmission	45
(15) 1942 Hudson	Vacumotive drive	15
(16) 1941 Hudson	Overdrive transmission	35
(17) 1941 Hudson	Vacumotive drive	15
(18) 1940 Hudson	Overdrive transmission	25
(19) 1942 Lincoln	Liquamatic drive	85
(20) 1941 Lincoln	Liquamatic drive	65
(21) 1942 Lincoln Zephyr	Liquamatic drive	65
(22) 1941 Lincoln Zephyr	Overdrive transmission	35
(23) 1940 Lincoln Zephyr	Overdrive transmission	25
(24) 1939 Lincoln Zephyr	Overdrive transmission	20
(25) 1942 Mercury	Liquamatic drive	65
(26) 1941 Mercury	Overdrive transmission	35
(27) 1940 Mercury	Overdrive transmission	25
(28) 1939 Mercury	Overdrive transmission	20
(29) 1942 Nash	Overdrive transmission	40
(30) 1941 Nash	Overdrive transmission	30
(31) 1940 Nash	Overdrive transmission	25
(32) 1939 Nash	Overdrive transmission	25
(33) 1942 Oldsmobile	Hydramatic transmission	75
(34) 1941 Oldsmobile	Hydramatic transmission	65
(35) 1940 Oldsmobile	Hydramatic transmission	50
(36) 1939 Oldsmobile	Automatic transmission	25
(37) 1942 Packard	Electromatic clutch and overdrive	50
(38) 1941 Packard	Electromatic clutch and overdrive	45
(39) 1940 Packard	Overdrive transmission	30
(40) 1939 Packard	Overdrive transmission	25
(41) 1942 Studebaker	Overdrive transmission	40
(42) 1941 Studebaker	Overdrive transmission	30
(43) 1940 Studebaker	Overdrive transmission	25
(44) 1939 Studebaker	Overdrive transmission	25
(45) 1942 Willys	Overdrive transmission	35
(46) 1941 Willys	Overdrive transmission	25
(47) All years and makes	Radio	30

[Sec. 57 added by Am. 29, 8 F.R. 17201, 9 F.R. 2177, 3514, effective 12-1-43 and amended as otherwise noted]

SEC. 58. *Maximum prices for textile printing*—(a) *Scope of this section.* This section establishes maximum prices for textile printing in the Territory of Hawaii, including block printing, screen printing and stenciling.

(b) *Prints reproduced with 100% textile ink.* The maximum prices per print for block printing, screen printing or stenciling reproduced with 100% textile inks shall be the prices listed below in Table A.

(c) *Prints reproduced with any medium other than 100% textile ink.* The maximum prices per print for block printing, screen printing or stenciling reproduced with printer's ink, block printing ink, paint or any medium other than 100% textile ink, shall be the prices listed below in Table B.

TABLE A—MAXIMUM PRICES FOR PRINTS REPRODUCED WITH 100% TEXTILE INK

(1) MAXIMUM PRICES FOR PRINTS REPRODUCED ON "CERTAIN APPAREL ITEMS"

Size of print (in sq. inches)	One color print	Two color print	Three or more color prints
1-25 sq. in.	$0.05	$0.10	$0.15
26-50 sq. in.	.10	.15	.20
51-100 sq. in.	.15	.20	.25
101-200 sq. in.	.20	.25	.30
201-400 sq. in.	.40	.45	.50
401-600 sq. in.	.60	.65	.70
601-800 sq. in.	.90	1.00	1.20
Over 800 sq. in.	1.20	1.30	1.50

(2) MAXIMUM PRICES FOR PRINTS REPRODUCED ON "ALL OTHER ITEMS"

1-25 sq. in.	$0.02	$0.03	$0.05
26-50 sq. in.	.03	.05	.10
51-150 sq. in.	.05	.10	.15
151-300 sq. in.	.10	.15	.20
301-500 sq. in.	.15	.20	.25
501-700 sq. in.	.20	.25	.30
Over 700 sq. in.	.25	.30	.35

TABLE B—MAXIMUM PRICES FOR PRINTS REPRODUCED WITH ANY MEDIUM OTHER THAN 100% TEXTILE INKS

1-25 square inches	$0.01	$0.02	$0.03
26-50 square inches	.02	.03	.05
51-150 square inches	.03	.04	.08
151-300 square inches	.04	.05	.10
301-500 square inches	.05	.08	.13
501-700 square inches	.06	.10	.15
Over 700 square inches	.07	.13	.18

(NOTE: The maximum prices listed in Tables A and B above are for finished work, which includes drying and pressing of the printed items. The number of square inches in a print shall be determined by multiplying the width of the print by the length. Length and width shall be measured at the longest and widest portions of the print.)

(d) *Definitions.* (1) "Textile printing" means printing on cloth.

(2) "Block printing" is the reproducing of a decorative design or pattern on cloth by means of a linoleum, zinc or wood block.

(3) "Screen printing" is the reproducing of a decorative design on cloth by means of a silk screen.

(4) "Stenciling" is the reproducing of a decorative design by means of a stencil.

(5) A "print" is a complete design or pattern, printed on cloth, regardless of the number of separate blocks, screens or stencils used in printing the design.

(6) "Textile inks" are those inks commonly known as and labeled as textile inks.

(7) "Printer's inks" are those inks commonly known as and labeled as printer's inks.

(8) "Block printing inks" are those inks which are commonly known as and are labeled block printing inks.

(9) "Certain apparel items" include only the following articles of wearing apparel: dresses, jumpers, skirts, blouses, pinafores, slacks and slack suits, lounging pajamas, housecoats, hostess coats, kimonas, negligees, negligee and gown sets, bed jackets, bed jacket and gown sets, swim suits and sun suits, play suits and shirts; but does not include polo shirts, undershirts, aprons, separate nightgowns, sleeping pajamas and articles commonly known as accessories.

(10) "All other items" include all items made of woven or knitted fabric except those specifically termed "certain apparel items" in subparagraph (9).

(e) *Records and reports.* In addition to such records as the seller is required to keep under section (10) (a) (1) of this regulation, every person making a charge for textile printing, including block printing, screen printing or stenciling, shall furnish the buyer at the time of delivery with a written invoice or sales memorandum, setting forth the following information:

(1) The date of sale.

(2) The name and address of the buyer and seller.

(3) A description of the print reproduced.

(4) The number of reproductions of each print.

(5) The measurement in square inches and the number of colors in each print.

(6) The word "textile" or letter "T" if 100% textile ink is used in reproducing the print.

(7) The price paid or received.

A duplicate of this invoice or sales memorandum must be kept by the seller for inspection by the Office of Price Administration, for so long as the Emergency Price Control Act of 1942, as amended, remains in effect.

[Sec. 58 added by Am. 31, 9 F.R. 301, effective 11-18-43; and amended by Am. 64, 9 F.R. 6815, effective 7-15-44 (effective date provision amended by Am. 70, 9 F.R. 7424, effective 6-13-44)]

SEC. 60. *Maximum prices for finished piece goods at wholesale and retail*—(a) *To what commodities and transactions this section applies*—(1) *What commodities are covered.* This section applies to all finished piece goods 12" or more in width. These are classified as follows:

(i) *Woolen or worsted fabrics.* This classification includes all finished piece goods composed of 5% or more of woolen fiber.

(ii) *Dress goods.* This classification includes all finished piece goods commonly used for dress or other garment making except the following: Woolen or worsted fabrics, canvas, denim, cotton duck, cotton drill, men's shirting chambray, work clothing, suedes, whipcord, khaki, buckram, cotton jean, lining materials, sateen, terry cloth, cotton twill, cotton flannel and flannelette, belting cloth, moleskin and coutil.

(iii) *Table damask.* This classification includes finished piece goods commonly known as table damask.

(iv) *Upholstery and drapery fabrics.* This classification includes all finished piece goods commonly used for upholstery and for draperies and includes repp, monk's cloth, damask, cretonne, brocatelle, mohair, brocades, tapestry, novelty upholstery fabrics, and chenille, but does not include denim, canvas, blackout cloth, ticking, buckram, burlap, lining materials, sateen, automobile upholstery and top material, window shade cloth and awning materials.

(v) *Curtain materials.* This classification includes all finished piece goods commonly used for curtains and includes marquisette, net scrim, lace and dotted swiss, but does not include oilcloth, kitchen cloth, shower cloth, gauze, mosquito netting and cheesecloth.

(vi) *All other fabrics.* This classification includes all finished piece goods not included in any of the foregoing classifications and includes finished piece goods commonly used for utility or household purposes such as oilcloth, kitchen cloth, shower cloth, canvas, demin, cotton duck, cotton drill, men's shirting chambray, work clothing suedes, whipcord, khaki, waterproof sheeting, blackout cloth, sheeting, towelling, casing, gauze, ticking, unbleached muslin, mosquito netting, cheesecloth, awning material, buckram, burlap, cotton jean, lining materials, sateen, terry cloth, cotton twill, cotton flannel and flannelette, diaper cloth, belting cloth, bunting, table and laundry felt, moleskin, coutil, buff cloth, filter press cloth, auto upholstery and top material, window shade cloth, and similar materials.

(2) *What transactions are covered.* This section applies to all sales by converter-jobbers and sales at wholesale and retail of the finished piece goods described in subparagraph (1) above.

(3) *Effect upon General Maximum Price Regulation for Hawaii and other maximum price regulations.* The provisions of this section supersedes the provisions of the General Maximum Price Regulation for the Territory of Hawaii, General Order No. 49, and all other maximum price regulations issued by the Office of Price Administration, except as hereinafter provided, with respect to sales at wholesale and at retail in the Territory of Hawaii of the finished piece goods set forth in subparagraph (1) above.

(b) *Maximum prices for sales at wholesale.* The maximum prices for sales at wholesale of finished piece goods shall be:

(1) Where the sale is by a wholesaler or jobber who has purchased the finished piece goods from a mainland converter as a Class I purchaser, the maximum price shall be an amount equal to the sum of the invoice price, less all allowable discounts and allowances except cash discounts up to 2% and the "landing costs" (as defined in paragraphs (f) or (g)), multiplied by 1.22; *Provided*, That:

(i) The wholesaler or jobber carries such finished piece goods in stock, and

(ii) The particular finished piece goods are to be sold out of such stock, and

(iii) The particular finished piece goods are invoiced and shipped directly from the establishment of the converter to the establishment of the wholesaler or jobber, and

(iv) The wholesaler or jobber has in his possession proof that he purchased as a Class I purchaser from the converter. (Where the wholesaler or jobber has purchased finished piece goods from a converter-jobber, he must also have in his possession proof that such finished piece goods were finished by or for the account of such converter-jobber and that no wholesale mark-up has been taken on the finished piece goods.)

(2) Where the sale is by a wholesaler or jobber who has purchased the finished piece goods from a mainland converter as a Class I purchaser and does not sell such finished piece goods out of stock and the finished piece goods were not shipped directly from the establishment of the converter to the establishment of the wholesaler, or jobber, the maximum price shall be an amount equal to the invoice price, less all allowable discounts and allowances multiplied by 1.12: *Provided*, That:

(i) The wholesaler or jobber has in his possession proof that he purchased as a Class I purchaser from the converter. (Where the wholesaler or jobber has purchased finished piece goods from a converter-jobber, he must also have in his possession proof that such finished piece goods were finished by or for the account of such converter-jobber and that no wholesale mark-up has been taken on the finished piece goods.)

(3) Where the sale is by a wholesaler or jobber who has purchased the finished piece goods from a local wholesaler or jobber, the maximum price shall be the same as the maximum price of the local wholesaler or jobber from whom he purchased, as computed under subparagraph (1) or subparagraph (2) of this paragraph.

(4) Where the sale is by a wholesaler or jobber who has purchased the finished piece goods from a mainland converter as a Class II purchaser, or has purchased from a mainland wholesaler or jobber, the maximum price shall be an amount equal to the sum of the invoice price, less all allowable discounts and allowances except cash discounts up to 2% and the "landing costs" (as defined in paragraph (f) or (g)), except in the case of woolen or worsted fabrics sold to custom tailors. In such case the maximum price shall be determined by the pricing formula provided in subparagraph (1) above.

(5) *Sales by local sub-jobbers.* (i) The maximum price for sales by a local sub-jobber of any finished piece goods, listed and described in paragraph (a) of this section, to a retail establishment shall be:

(*a*) Where the sale is by a sub-jobber who purchased the finished piece goods from a mainland converter, as a Class II purchaser, or from a mainland converter-jobber, wholesaler or jobber, the maximum price shall be computed by multiplying the converter's, converter-jobber's, wholesaler's or jobber's maximum selling price less all allowable discounts and allowances except cash discounts up to 3%, by 1.25.

(*b*) Where the sale is by a sub-jobber who purchased the finished piece goods from a local converter-jobber, wholesaler, or jobber, the maximum price shall be computed by multiplying the converter-jobber's, wholesaler's or jobber's maximum wholesale price, as computed under subparagraph (1) of this paragraph, by 1.18.

(ii) Any sub-jobber who wishes to establish maximum prices in accordance with this paragraph must file with the Office of Price Administration, Hawaii Territorial Office, Honolulu, T. H., a petition for permission to do so. Such petition must show that the applicant has been regularly engaged in performing the function of a sub-jobber during the year 1943 and must also show the estimated percentage of sub-jobbing business done in relation to the total sales during the years 1942 and 1943.

(6) *Inability to price finished piece goods.* Any person who is unable to determine his maximum price for finished piece goods under subparagraphs (1), (2), (3), (4), or (5) above, shall apply to the Office of Price Administration, Hawaii Territorial Office, Honolulu, T. H., for determination of the maximum price.

(c) *Maximum prices for sales by converter-jobbers.* The maximum price for sales by a local converter-jobber of finished piece goods which the converter-jobber finishes or causes to be finished for his account shall be the maximum price established for each converter-jobber upon his application to the Office of Price Administration, Hawaii Territorial Office, Honolulu, T. H. The application of a converter-jobber for the establishment of such maximum prices must show:

(1) The basic grey goods cost.

(2) The grey freight.

(3) Working allowance.

(4) Finishing cost.

(5) Put-up charges.

(6) The "landing costs" (as defined in paragraph (f) or (g)). With the exception of "landing costs", the foregoing items of cost shall be determined in the manner specified in Maximum Price Regulation 127, as now or hereafter amended.

(d) *Averaging of prices by converter-jobber, wholesaler or jobber.* Where a converter-jobber finishes or causes to be finished for his account or a wholesaler or jobber purchases various colors of the same pattern or style, and where the maximum prices for such colors vary, or where maximum prices for separate lots of the same pattern or style vary, the converter-jobber, jobber or wholesaler shall, after computing the maximum price for each color or lot, determine and use as his maximum price for the entire pattern, style or lot a weighted average of such varying prices.

(e) *Premiums allowed wholesalers*—(1) *Sales of cut lengths.* A premium not in excess of 10% of the applicable maximum price may be charged on the sale of cut lengths less than 20 yards when such lengths are cut from a larger piece by the wholesaler to fill a specific order.

(2) *Sales of woolen or worsted fabrics, lining materials and canvas to custom or merchant tailors.* (i) A premium not exceeding 10% of the applicable maximum price may be charged on the sale of full lengths.

(ii) A premium not exceeding 20% of the applicable maximum price may be charged on the sale of cut lengths.

(iii) A premium not exceeding 30% of the applicable maximum price may be charged on the sale of cut lengths of 15 yards or less when the woolen or worsted fabric is purchased by the local wholesaler from a mainland converter or manufacturer.

(iv) A premium not exceeding 40% of the applicable maximum price may be charged on the sale of cut lengths of 15 yards or less when the woolen or worsted fabric is purchased by the local wholesaler from a mainland wholesaler or jobber.

(f) *Landing costs.* For articles imported from outside the Territory of Hawaii "landing costs" shall be the total of the following amounts:

(1) An amount equal to the transportation charges, if any, actually incurred by the wholesaler for transportation from the mainland point at which the wholesaler received delivery, to the mainland port of shipment (including Federal transportation tax and terminal charges) not in excess of public (common or contract) carrier rates.

(2) An amount equal to mainland storage charges, and insurance in connection therewith, actually incurred by the wholesaler, but charges for storage and insurance in connection therewith in excess of three months shall not be included.

(3) An amount equal to cartage charges actually incurred by the wholesaler for cartage from warehouse to dock in port of shipment, not in excess of public (common or contract) carrier rates.

(4) An amount equal to charges for ocean freight, war risk and marine insurance actually incurred by the wholesaler, and there may be included in this amount Territorial tolls and tonnage taxes as shown on the bill of lading. However, the amount by which any cost of war risk insurance exceeds the rates charged by the War Shipping Administration shall not be included but the type of coverage is at the discretion of the buyer and seller.

(5) An amount equal to cartage charges in the port of entry in the Territory of Hawaii from dock to warehouse, computed at a rate not in excess of $1.20 per ton, weight or measurement, *Provided*, That the commodity is moved from the dock at the wholesaler's expense.

(g) *Landing costs in cases of interisland shipments.* In the case of finished piece goods originally imported from without the Territory of Hawaii to one island of the Territory and subsequently shipped to another island in the Territory, the "landing costs" in the island of final destination for sale at wholesale shall be:

(1) An amount equal to the "landing costs" at the island from which the article was shipped, calculated under paragraph (f), above.

(2) An amount equal to cartage charges for cartage from the warehouse to the dock in the island from which the article was shipped, calculated at the rate set forth in paragraph (f) (5), above, whether or not such cartage charges are actually incurred but in no event shall such cartage charges exceed public (common or contract) carrier rates.

(3) An amount equal to charges for ocean freight, war risk and marine insurance actually incurred by the wholesaler for shipment between the islands, and there may be included in this amount Territorial tolls and tonnage tax as shown on the bill of lading. However, the amount by which any cost of war risk insurance exceeds the rates charged by the War Shipping Administration shall not be included.

(4) An amount equal to cartage charges on the island of destination, from dock to warehouse, computed at a rate not in excess of the amount set forth in paragraph (f) (5), above, *Provided*, That the articles are moved from the dock at the wholesaler's expense.

(h) *Maximum prices for sales at retail*—(1) *Mainland purchases.* The maximum price for sales at retail of finished piece goods shall be computed by multiplying the converter's or the primary converter-jobber's, wholesaler's or jobber's invoice price, less all allowable discounts and allowances except cash discounts up to 3%, by the figure in column (1) of the table below for the classification of goods to be priced.

(2) *Local purchases.* The maximum price for sales at retail of finished piece goods shall be:

(i) Where the sale is by a retailer who has purchased the finished piece goods from a local converter-jobber, wholesaler or jobber who has computed his maximum price for the sale under paragraph (b) (1), the maximum price shall be an amount equal to the invoice price, less all allowable discounts and allowances except cash discounts up to 3%, multiplied by the figure in column (2) of the table below for the classification of goods to be priced.

(ii) Where the sale is by a retailer who has purchased the finished piece goods from a local converter-jobber, wholesaler or jobber who has computed his maximum price for the sale under paragraph (b) (2), the maximum price shall be an amount equal to the invoice price, less all allowable discounts and allowances, multiplied by the figure in column (1) of the table below for the classification of goods to be priced.

(iii) Where the sale is by a retailer who has purchased the finished piece goods from a local sub-jobber who has computed his maximum price for the sale under paragraph (b) (5), the maximum price shall be an amount equal to the sub-jobber's maximum allowable price multiplied by the figure in column (3) of the table below for the classification of goods to be priced.

TABLE OF RETAIL MULTIPLICATION FIGURES

	Mainland purchases	Local purchases	
	Column (1)	Column (2)	Column (3)
Woolen or worsted fabrics	1.80	1.65	1.35
Dress goods	1.75	1.60	1.35
Table damask	1.75	1.60	1.35
Upholstery and drapery fabrics	1.85	1.65	1.35
Curtain materials	1.75	1.60	1.35
All other fabrics	1.65	1.50	1.35

(3) *Inability to determine maximum price at retail.* Any person who is unable to determine his maximum price at retail under subparagraph (1) or (2) of this paragraph (h) shall apply to the Office of Price Administration, Hawaii Territorial Office, Honolulu, T. H., for determination of the maximum price.

(i) *Maximum prices for assorted job lot merchandise.* In cases where a wholesaler or retailer purchases an assorted job lot of merchandise invoiced to him for a single or blanket price, he may make application to the Office of Price Administration for approval of his own allocation of the cost of such merchandise to the different articles involved. Such application shall show the resulting maximum wholesale or retail prices determined on the basis of the allocated costs.

(j) *Maximum prices for certain merchandise purchased at lower than manufacturer's, wholesaler's or converter's maximum price.* In cases where a retailer or wholesaler purchases any finished piece goods listed and described in paragraph (a) of this section at a price lower than a price which the purchaser

previously paid to the same seller for the same or similar merchandise, and where such lesser price was paid by reason of the size of the purchase or the seasonal nature of the goods, application may be made to the Office of Price Administration, Hawaii Territorial Office, Honolulu, T. H., for a maximum price for resale of this merchandise, which maximum price is based upon the higher price previously paid to such seller, and the appropriate multiple provided by this section. Any such application must be accompanied by the invoice for the goods in question and invoice establishing the former higher price or other evidence of a similar nature.

(k) *Odd cent maximum prices at wholesale or at retail.* Whenever the calculation of a maximum wholesale or retail price results in a fraction of a cent, the maximum price shall be adjusted to the nearest cent, except that on finished piece goods retailing for $1.00 per yard and above, the maximum retail price shall be adjusted to the nearest nickel.

(l) *Definitions.* When used in this section 60, the term:

(1) "Class I purchaser" means a wholesaler or jobber who buys finished piece goods at the converter's price to Class I purchasers in accordance with the provisions of the mainland regulation, Maximum Price Regulation 127, Finished Piece Goods.

(2) "Class II purchaser" means a person who buys finished piece goods at the converter's price to Class II purchasers in accordance with the provisions of the mainland regulation, Maximum Price Regulation 127, Finished Piece Goods.

(3) "Converter" means a person who sells finished piece goods after having finished such goods or after causing such goods to be finished for his [redacted].

(4) "Converter-jobber" means a converter who is also regularly engaged in performing, in addition to his converting business, the function of a jobber or wholesaler, and includes a jobber or wholesaler controlling, controlled by or under common control with a converter.

(5) "Wholesaler or jobber" means a person who purchases finished piece goods from a manufacturer or converter for the purpose of resale at wholesale.

(6) "Primary converter-jobber, wholesaler or jobber" means a converter-jobber, wholesaler or jobber who has purchased the finished piece goods directly from the converter or manufacturer.

(7) "Sub-jobber" means a jobber who purchases finished piece goods from primary wholesalers or jobbers and resells them to retail sellers.

(8) "Finished piece goods" means woven fabrics, more than 12" in width, bleached, dyed, printed, mercerized or otherwise finished or processed.

(9) "Weighted average" price means the price computed on the basis of the actual yardage acquired at each separate price.

(m) *Records and reports by sellers other than at retail.* In addition to such records as the seller is required to keep under section 10 of this regulation, every person making a sale of finished piece goods other than at retail shall furnish the buyer at the time of the delivery of the finished piece goods with a written invoice or sales memorandum, setting forth the date of sale, the name and address of the buyer and seller, quantity and description of the finished piece goods sold (style or lot number), the price charged or received therefor, and either the retailer's ceiling price for the finished piece goods as calculated under paragraph (h) or the appropriate retail multiple figure as given in the tables in paragraph (h).

[Sec. 60 added by Am. 32, 9 F.R. 393, effective 11-29-43; amended by Am. 36, 9 F.R. 1487, effective 12-6-43; and Am. 43, 9 F.R. 3153, effective 1-26-44]

SEC. 61. *Maximum prices for children's and infants' wear at wholesale and retail*—(a) *To what transactions, products and persons this section applies*—(1) *What commodities are covered.* This regulation applies to all children's wear in girls' sizes 2–6, and boys' sizes 2–6, and all infants' wear in sizes 0–2, which are classified and defined as follows:

(i) *Girls' dresses and suits.* This classification includes all girls' outerwear garments of one or two pieces sold at a unit price commonly known as dresses and suits, whether made of knitted or woven fabric, and includes jumpers, pinafores, brunch coats, aprons and similar articles.

(ii) *Boys' suits.* This classification includes all boys' outerwear garments commonly known as boys' suits, consisting of coat or shirt with short or long pants, and sold at a unit price.

(iii) *Children's coats.* This classification includes children's outerwear garments commonly known as coats or jackets, whether loose or fitted styles, trimmed or untrimmed, sport or dress, and includes capes, but does not include rainwear garments, sweaters, beach coats, or play coats.

(iv) *Rainwear.* This classification includes children's outerwear garments which are commonly regarded as having as their chief use protection against rain, such as coats, jackets, capes and similar items.

(v) *Slacks, slack suits and shorts.* This classification includes children's outerwear garments commonly known as slacks, slack suits and shorts, and includes separate slacks, overalls, jeans, coveralls, shorts and slack suits of two pieces, consisting of slacks and shirt or jacket, sold at a unit price.

(vi) *Girls' skirts.* This classification includes all girls' outerwear garments commonly known as separate skirts.

(vii) *Boys' trousers.* This classification includes all boys' outerwear garments commonly known as separate trousers.

(viii) *Blouses and shirts.* This classification includes all children's outerwear garments, commonly known as blouses or shirts, made of woven or jersey knit fabric, but does not include any other knit or knitted garments, such as sweaters, polo shirts and the like.

(ix) *Sweaters.* This classification includes all children's outerwear garments commonly known as sweaters, sweater coats, pullovers, polo shirts which are knit or knitted.

(x) *Play clothes.* This classification includes all children's outerwear garments commonly known as play clothes, and which are designed primarily for play, swim or beach wear, and includes sun suits, swim suits, rompers, beach coats and capes, and similar articles.

(xi) *Headwear.* This classification includes all children's headwear and includes hats, caps, bonnets, berets and similar articles.

(xii) *School uniforms.* This classification includes all outerwear garments that are especially designed for school wear as a uniform.

(xiii) *Housecoats and robes.* This classification includes children's garments commonly known as lounge wear and includes robes and housecoats and similar articles.

(xiv) *Underwear and nightwear.* This classification includes those children's garments commonly known as underwear and nightwear and includes both knit and woven union suits, nightgowns, pajamas, undershirts, panties, shorts, slips, vests and similar articles.

(xv) *Infants' dresses, rompers, creepers and coats.* This classification includes all infants' outerwear garments commonly known as infants' dresses, rompers, creepers, coats and similar articles, whether knitted or made of woven fabric and includes sets of two or more pieces of these items and other items of infants' wear when sold at a unit price.

(xvi) *Infants' sweaters, sacques and wrappers.* This classification includes all infants' outerwear garments commonly known as infants' sweaters, sacques, wrappers, shawls and similar articles, whether knitted or made of woven fabric.

(xvii) *Bonnets.* This classification includes all infants' headwear items and includes bonnets, caps and similar articles.

(xviii) *Booties and socks.* This classification includes infants' booties, socks and similar items.

(xix) *Harnesses.* This classification includes all harnesses and similar articles made of fabric which are designed and used primarily for infants.

(xx) *Infants' underwear and nightwear.* This classification includes all infants' underwear and nightwear, whether knitted or woven, and includes undershirts, nightgowns, sleepers, vests, binders, panties, training panties, soaker panties, waterproof panties and similar items.

(xxi) *Miscellaneous articles.* This classification includes articles of children's and infants' wear which are made principally of fabric and which are not included in any of the above classifications.

(2) *What transactions are covered.* This section applies to sales at wholesale, sales at retail, sales by manufacturing-wholesalers and by manufacturing-retailers of children's and infants' wear as set forth in paragraph (a) (1). This section does not apply to sales by custom tailors or dressmakers of garments which are manufactured to the individual measurements of the ultimate consumer.

[Subparagraph (2) amended by Am. 50, 9 F.R. 4194, effective 3-20-44]

(3) *Effect upon General Maximum Price Regulation for Hawaii and other maximum price regulations.* The provisions of this section supersede the provisions of the General Maximum Price Regulation for the Territory of Hawaii, General Order No. 49 and all other maximum price regulations issued by the Office of Price Administration, except as may hereinafter be provided, with respect to sales at wholesale and at retail and sales by manufacturing-wholesalers and manufacturing-retailers in the Territory of Hawaii of children's and infants' wear as set forth in paragraph (a).

(b) *Maximum prices for sales at wholesale*—(1) *Wholesalers and jobbers.* Except in the case of inter-island shipments mentioned in paragraph (3) below, the maximum price for sales at wholesale of any article listed and described in paragraph (a) which was manufactured outside the Territory of Hawaii shall be the amount determined either by multiplying the manufacturer's selling price, less all allowable trade, cash, or other discounts or allowances, except cash discounts up to 2%, by 1.25, or multiplying the "landed cost" by 1.20; *Provided*, That:

(i) The wholesaler or jobber regularly carries such classification of articles in stock and has heretofore carried such classification of articles in stock, and

(ii) The particular article is to be sold out of such stock, and

(iii) The particular article was invoiced and shipped to the establishment of the wholesaler or jobber; and the wholesaler or jobber shall elect to use one of the two alternate methods of determining the maximum price and shall use it for all articles sold by him which are covered by this section. The method elected may not thereafter be changed without written permission of the Office of Price Administration. The wholesaler or jobber must send this office a statement of the method elected on or before December 20, 1943.

(2) *"Landed cost."* For articles imported from outside the Territory of Hawaii "landed cost" shall be the total of the following amounts:

(i) An amount equal to the manufacturer's selling price, less all allowable trade, cash or other discounts and allowances, except cash discounts up to 2%.

(ii) An amount equal to the transportation charges, if any, actually incurred by the wholesaler for transportation from the mainland point at which the wholesaler received delivery, to the mainland port of shipment (including Federal transportation tax and terminal charges) not in excess of public (common or contract) carrier rates.

(iii) An amount equal to mainland storage charges, and insurance in connection therewith, actually incurred by the wholesaler, but charges for storage and insurance in connection therewith in excess of three months shall not be included.

(iv) An amount equal to cartage charges actually incurred by the wholesaler for cartage from warehouse to dock in port of shipment, not in excess of public (common or contract) carrier rates.

(v) An amount equal to charges for ocean freight, war risk and marine insurance actually incurred by the wholesaler, and there may be included in this amount Territorial tolls and tonnage tax as shown on the bill of lading. However, the amount by which any cost of war risk insurance exceeds the rates charged by the War Shipping Administration shall not be included, but the type of coverage is at the discretion of the buyer and seller.

(vi) An amount equal to cartage charges in the port of entry in the Territory of Hawaii from dock to warehouse, computed at a rate not in excess of 1.20 per ton, weight or measurement, *Provided*, That the commodity is moved from the dock at the wholesaler's expense.

(3) *Inter-island shipments.* In the case of a commodity originally imported from without the Territory of Hawaii to one island of the Territory and subsequently shipped to another island in the Territory, the maximum price in the island of final destination for sale by a wholesaler or jobber who has satisfied the conditions as to inventory set forth in subparagraph (1) above, and who has elected the second pricing method shall be the sum of the amounts specified in subparagraphs (i) through (iv) below.

(i) An amount equal to the maximum wholesale price in the island from which the article was shipped, calculated under subparagraph (1) above.

(ii) An amount equal to cartage charges for cartage from the warehouse to the dock in the island from which the article was shipped, calculated at the rate set forth in subdivision (2) (vi) above, whether or not such cartage charges are actually incurred.

(iii) An amount equal to charges for ocean freight, war risk and marine insurance actually incurred by the wholesaler for shipment between the islands, and there may be included in this amount Territorial tolls and tonnage tax as shown on the bill of lading. However, the amount by which any cost of war risk insurance exceeds the rates charged by the War Shipping Administration shall not be included.

(iv) An amount equal to cartage charges on the island of destination, from dock to warehouse, computed at a rate not in excess of the amount set forth in subdivision (2) (vi) above, *Provided*, That the articles are moved from the dock at the wholesaler's expense.

(4) *Maximum prices for locally made articles.* The maximum prices for sales at wholesale of any article manufactured in the Territory of Hawaii listed and described in paragraph (a) of this section by a wholesaler or jobber who satisfies the conditions as to inventory set forth in subdivision (i), (ii) and (iii) of paragraph (b) (1) above, shall be those established by sections 2 and 3 of the General Maximum Price Regulation for Hawaii.

(5) *Drop shipments.* The maximum prices for sales at wholesale of any article listed and described in paragraph (a) of this section by a person who has not heretofore regularly carried such article in stock, and such article is not being sold out of the stock, and such article was not invoiced and shipped to the establishment of such person, shall be those established by sections 2 and 3 of the General Maximum Price Regulation for Hawaii.

(6) *Manufacturing-wholesalers and manufacturing-retailers.* The maximum price for sales at wholesale of any article listed and described in paragraph (a) of this section, which the wholesaler or retailer makes or has made for him from materials owned by him, shall be computed by multiplying the sum of the costs of manufacturing by 1.15. The costs of manufacturing shall include only:

(i) The wholesale price of the material, which for the wholesaler shall be no higher than his maximum wholesale price for such material, and for the retailer shall be the actual cost of the material to him, which may in no case be higher than the wholesale price;

(ii) The sewing charges as listed with this office under Maximum Price Regulation 20 of the Military Governor of the Territory of Hawaii or Maximum Price Regulation 165 of the Office of Price Administration; and

(iii) The maximum price permitted under this regulation for any block prints which may be printed on the article by or for the manufacturing-wholesaler or manufacturing-retailer.

(7) *Allowance for block printing.* Where a wholesaler block prints, or has block printed for him, any article covered in this section, he may, for the purpose of determining the maximum price under this section, add to the manufacturer's selling price the maximum price permitted by this regulation for such prints.

(8) *Inability to determine price at wholesale.* Any person who is unable to determine prices under paragraphs (b) (1), (4), (5) or (6) shall apply to the Office of Price Administration for a maximum price. Such application must set forth the manufacturer's selling price, less all trade, cash or other discounts and allowances and/or the "landed cost" for such articles as specified in paragraph (b) (2) of this section.

(9) *Restrictions of markup at wholesale.* (i) The maximum price for sales of commodities at wholesale by persons who have purchased from a local wholesaler, jobber, manufacturing-wholesaler or manufacturing-retailer shall be the maximum price which the first wholesaler, jobber, manufacturing-wholesaler or manufacturing-retailer would have been entitled to charge under this section, except maximum prices computed under the provisions of paragraph (b) (10) of this section. The purpose of this paragraph is to prevent the addition of more than one full wholesale markup to a commodity, regardless of the number of wholesalers or jobbers purchasing and reselling the commodity.

[Subparagraph (9) amended by Am. 36, 9 F.R. 1487, effective 12-6-43]

(ii) No part of the wholesale markup may be taken by a wholesaler-retailer on any article listed and described in paragraph (a) of this section that is sold by any retail outlet owned, controlled by, under the control of, controlling, or in any other way affiliated with respect to ownership or control with the wholesaler.

(10) *Sales by local sub-jobbers.* The maximum price for sales by a local sub-jobber of any article, listed and described in paragraph (a) of this section, to a retail establishment, shall be:

(i) Where the sale is by a sub-jobber who has purchased the article from a mainland wholesaler or jobber, whether shipped from the establishment of the wholesaler or jobber or direct from the factory, the maximum price shall be computed by multiplying the wholesaler's or jobber's selling price less all allowable discounts and allowances, except cash discounts up to 8%, by 1.20.

(ii) Where the sale is by a sub-jobber who has purchased the article from a local wholesaler or jobber who has computed the maximum price for the sale under paragraph (b) (1) of this section, the maximum price shall be computed by multiplying the wholesaler's or jobber's allowable maximum price by 1.15.

(iii) Where the sale is by a sub-jobber who has purchased the article from a local wholesaler or jobber who has computed the maximum price for the sale under paragraph (b) (5) of this section applying to drop shipments, the maximum price shall be computed by multiplying the manufacturer's selling price by 1.35.

Any sub-jobber who wishes to establish maximum prices in accordance with this paragraph must file with the Office of Price Administration, Honolulu, T. H., a petition for permission to do so. Such petition must show that the applicant has been regularly engaged in performing the function of a sub-jobber during the year 1943 and must also show the estimated percentage of sub-jobbing business done in relation to the total sales during the years 1942 and 1943.

[Subparagraph (10) added by Am. 36]

(c) *Maximum prices for sales at retail—(1) Purchases from mainland manufacturers.* The maximum price for sales at retail for any article listed and described in paragraph (a) of this section, which the retailer purchases from a mainland manufacturer, shall be the amount determined by multiplying the manufacturer's selling price, less all allowable discounts and allowances, except cash discounts up to 8%, by the figure given below in the first column of the table below for the classification of goods to be priced.

(2) *Purchases from distributors.* The maximum price for sales at retail for any article listed and described in paragraph (a) of this section, which the retailer purchased from a person selling at wholesale whose maximum prices for the sale are determined by paragraph (b) (5), shall be the amount determined by multiplying the manufacturer's selling price by the figure given below in the first column of the table below for the classification of goods to be priced.

(3) *Purchases from mainland wholesalers or jobbers.* The maximum price for sales at retail for any article, listed and described in paragraph (a) of this section, which the retailer purchases from a mainland wholesaler or jobber, shall be the amount determined by multiplying the primary wholesaler's or jobber's selling price, less all allowable discounts and allowances, except cash discounts up to 8%, by the figure given below in the second column of the table below for the classification of goods to be priced.

[Subparagraph (3) amended by Am. 36]

(4) *Purchases from local wholesalers or jobbers.* The maximum price for sales at retail for any article listed and described in paragraph (a) of this section, imported from the mainland and which the retailer purchases from a local wholesaler or jobber, shall be the amount determined by multiplying the wholesaler's or jobber's selling price, less all allowable discounts and allowances except cash discounts up to 8%, by the figure given below in the third column of the table below for the classification of goods to be priced.

(5) *Locally manufactured articles.* The maximum price for sales at retail of any article listed and described in paragraph (a) of this section, made by a manufacturer located in the Territory of Hawaii, shall be: If the retailer purchases direct from the manufacturer, the amount determined by multiplying the manufacturer's selling price, less all allowable discounts except cash discounts up to 8%, by the figure given in the fourth column of the table below; if the purchase of a locally manufactured article is made from a wholesaler, the amount determined by multiplying the manufacturer's selling price by the figure in the fourth column of the table below, for the classification of goods to be priced.

(6) *Manufacturing-wholesalers and manufacturing-retailers.* The maximum price for any article listed and described in paragraph (a) of this section, which the retailer purchases from a local manufacturing-wholesaler or manufacturing retailer, or which he makes or has made for him, shall be the amount determined by multiplying the wholesale price as determined under paragraph (b) (6) by the figure given in the third column of the table below for the classification of goods to be priced.

TABLE OF RETAIL MULTIPLICATION FIGURES

	Column 1	Column 2	Column 3	Column 4
Girls' dresses and suits, boys' suits, children's coats, rainwear, robes and housecoats, underwear and nightwear, slacks, slack suits and shorts, girls' skirts, boys' trousers, blouses and shirts, sweaters, play clothes, headwear, school uniforms; and infants' dresses, rompers, creepers and coats, infants' sweaters, sacques and wrappers, bonnets, booties and socks, barnesses, infants' underwear and nightwear, miscellaneous articles:				
Budget: to $8.75 inclusive	1.75	1.55	1.50	1.70
Better: over $8.75	1.80	1.60	1.55	1.75

NOTE: The cost designation in the table above with respect to "Budget" and "Better" items refers to the appropriate cost price upon which the retailer will use the multiple in the table to determine his maximum retail price.

(7) *Allowance for block printing.* Where a retailer block prints or has block printed for him, any article covered in this section, he may, for the purpose of determining the maximum price under this section, add to the manufacturer's selling price, or wholesaler's selling price, depending on the source of purchase, the maximum price permitted by this regulation for such prints.

(8) *Inability to determine prices at retail.* Any person who is unable to determine prices at retail under subparagraphs (1) through (7) of this paragraph (c) shall apply to the Office of Price Administration for the establishment of a maximum price.

(9) *Odd cent maximum prices at retail.* Whenever the calculation of a maximum retail price results in an odd cent maximum price, the maximum price may be adjusted to the nearest nickel.

(10) *Purchases from local sub-jobbers.* The maximum price for a sale at retail of any article, listed and described in paragraph (a) of this section, purchased from a local sub-jobber, shall be computed by multiplying the sub-jobber's maximum price, less all allowable discounts and allowances, by 1.30.

[Subparagraph (10) added by Am. 36]

(d) *Maximum prices for nationally advertised articles.* Application may be made for approval of a price for an article listed in paragraph (a) which is nationally advertised by the manufacturer thereof, and who requires that such article be sold at the prices established by such manufacturer. The applicant must set forth:

(1) Description of the article or line to be priced.

(2) Proof that the manufacturer has established a resale price and that such price is so marked on the article that any purchaser can know that it is a nationally advertised price.

(3) A statement that the seller will not sell such article at a price higher than such nationally advertised price.

Such application, of course, need not be made where such nationally advertised price is not in excess of the maximum price as calculated under this regulation.

(e) *Maximum prices for assorted job lot merchandise.* In cases where a wholesaler or retailer purchases an assorted job lot of merchandise invoiced to him for a single or blanket price, he may make application to the Office of Price Administration for approval of his own allocation of the cost of such merchandise to the different articles involved. Such application shall show the allocation made by the wholesaler or retailer and shall show the resulting maximum wholesale or retail prices determined on the basis of such allocated costs.

(f) *Maximum prices for certain merchandise purchased at lower than manufacturer's maximum price.* In cases where a wholesaler or retailer purchases from a manufacturer or wholesaler any article listed and described in paragraph (a) of this section, at a price lower than the manufacturer's or wholesaler's maximum price and lower than a price which the purchaser previously paid to such manufacturer or wholesaler for the same or similar merchandise, and where such lesser price was paid by reason of the size of the purchase or the seasonal nature of the goods, application may be made to the Office of Price Administration for a maximum price for resale of the merchandise, which maximum price is based upon the higher price previously paid to such manufacturer or wholesaler, and the appropriate multiple provided by this section. Any such application must be accompanied by the invoice for the goods in question and the invoice establishing the former higher price, or other evidence of a similar nature.

(g) *Maximum prices for retail sales of exclusive and individual articles.* In cases where a retailer at the special order of an ultimate consumer designs and fabricates for such consumer an exclusive and individual article, application may be made at the Office of Price Administration for a maximum price at retail not to exceed two times the cost of such article as otherwise determined under this section. Articles which are produced on a mass or semimass production basis or which are made for stock are not exclusive and individual articles.

(h) *Records and reports.* Notwithstanding the provisions of section 10 of this Maximum Price Regulation 373, the provisions of section 52 (h) shall be applicable to this section 61.

(i) *Posting and marking of prices.* Notwithstanding the provisions of section 10 of this Maximum Price Regulation 373, the provisions of section 52 (i) shall be applicable to this section 61, except that in section 52 (i) (1) the words "women's and girls' " shall be changed to "children's and infants' " for the purposes of this section 61.

(j) *Definitions.* When used in this section 61, the term:

(1) "Manufacturer's selling price" means the price at which the manufacturer of the article sold and invoiced it before the deduction of any discounts or allowances, and shall not include any transportation costs, marine or war risk insurance, storage charges, or any other charge.

(2) "Sale at wholesale" means a sale by a person who receives delivery of a commodity and resells it, without changing its form, to any person other than an ultimate consumer, and includes sales to retailers by manufacturing-wholesalers or manufacturing-retailers, but does not include any sale by a producer, manufacturer, or fabricator of any wearing apparel or accessory produced, manufactured, or fabricated by him, or on his behalf by an agent or a contractor.

(3) "Wholesaler-retailer" means a firm or person who customarily sells at least 50% of the articles listed and described in paragraph (a) of this section in his own or in an affiliated store.

(4) "Wholesaler's selling price" means the price appearing on the wholesaler's invoice to the retailer before the deduction of cash discounts or other discounts for prompt payment.

(5) "Manufacturing-wholesaler" means a wholesaler who has made for him from materials owned by him, articles for sale to a retailer.

(6) "Manufacturing-retailer" means a retailer who has made for him from materials owned by him, articles for sale to an ultimate consumer.

(7) "Wholesaler or jobber" means a person who purchases articles from a manufacturer for the purpose of resale at wholesale.

(8) A "sub-jobber" is a jobber who purchases merchandise from primary wholesalers or jobbers and resells it to retail sellers.

(9) "Primary wholesaler or jobber" means a wholesaler or jobber who has purchased the article directly from the manufacturer.

[Subparagraphs (7), (8) and (9) added by Am. 36]

[Sec. 61 added by Am. 33, 9 F.R. 580, effective 12-6-43 save as follows with respect to sales at retail of articles in inventory as of December 6, 1943. Such articles need not be priced under this section until February 1, 1944: *Provided*, That any such article which is the same or similar to an article received in inventory after December 6, 1943, shall not be sold at a price higher than the maximum price established by this section for such new article. For the purposes of this provision, one article shall be deemed "similar" to another article if the first has the same use as the second, affords the purchaser fairly equivalent serviceability and belongs to a type which would ordinarily be sold in the same price line. In determining the similarity of such article, differences merely in style or design which do not substantially affect use, or serviceability, or the price line in which such articles would ordinarily have been sold, shall not be taken into account. Sec. 61 amended as otherwise noted.]

SEC. 62. *Maximum prices for domestics at wholesale and retail—(a) To what transactions, products, and persons this section applies—(1) What commodities are covered.* This regulation applies to all dry goods items commonly known as domestics which are classified and defined as follows:

(i) *Sheets and pillow cases.* This classification includes all bed sheets and pillow cases.

(ii) *Towels.* This classification includes all hand, bath, kitchen, dish, beach and other towels; wash cloths, bath mats, toilet seat covers and similar articles and combination sets of any of the above listed or similar items when sold at a unit price.

(iii) *Pads and covers.* This classification includes mattress pads and covers, crib pads, ironing board pads and covers, table pads and covers, hot pads, table covers of oil cloth or of materials other than woven fabric, and excludes table mats made of lauhala or other native fibers.

(iv) *Table linens and decorative items.* This classification includes table cloths, napkins, luncheon sets and bridge sets, bureau scarfs, decorative pillow tops, table runners, doilies, art linens and similar fabric articles.

(v) *Bedspreads and blankets.* This classification includes all blankets, comforters, quilts, automobile robes, bedspreads, matched sets of spreads and other articles such as draperies when sold at a unit price, and all similar articles.

(vi) *Pillows and cushions.* This classification includes all pillows and cushions except bed pillows, and includes automobile seat cushions.

[Subparagraph (vi) amended by Am. 67, 9 F.R. 6885; effective 5-8-44]

(vii) *Ready-made curtains.* This classification includes all ready-made curtain and panels, whether used in kitchen, bathroom, shower, bedroom, living room or elsewhere.

(viii) *Ready-made draperies and slip covers for furniture.* This classification includes all ready-made draperies and slip covers for furniture and similar fabric articles.

(ix) *Batting materials.* This classification includes all wool, cotton or other bats.

(x) *Window shades and awnings.* This classification includes window shades, awnings, porch curtains, and similar articles, whether made of woven fabric, paper or synthetics.

(xi) *Diapers.* This classification includes all diapers, whether cloth or paper.

(2) *What transactions are covered.* This regulation applies to sales at wholesale, sales at retail, sales by manufacturing-wholesalers and sales by manufacturing-retailers, of domestics as set forth in paragraph (a).

(3) *Effect upon General Maximum Price Regulation for Hawaii and other maximum price regulations.* The provisions of this section supersede the provisions of the General Maximum Price Regulation for the Territory of Hawaii, General Order No. 49, and all other maximum price regulations issued by the Office of Price Administration, except as may hereinafter be provided, with respect to sales at wholesale and at retail and sales by manufacturing-wholesalers and manufacturing-retailers in the Territory of Hawaii of domestics as set forth in paragraph (a).

(b) *Maximum prices for sales at wholesale—(1) Wholesalers and jobbers.* The maximum prices for sales at wholesale of domestics listed and described in paragraph (a), which were manufactured outside the Territory of Hawaii, shall be an amount equal to the sum of the manufacturer's selling price less all allowable trade and cash discounts and allowances except cash discounts up to 2% and the "landing cost" (as defined in paragraphs (g) and (h)), multiplied by 1.20: *Provided*, That

(i) The wholesaler or jobber regularly carries such classification of domestics in stock and has heretofore carried such classification of articles in stock, and

(ii) The particular articles being priced were sold out of such stock, and

(iii) The particular articles being priced were invoiced and shipped to the establishment of the wholesaler or jobber.

(2) *Drop shipments.* The maximum prices for sales at wholesale of any articles listed and described in paragraph (a) of this section by a person who has not heretofore regularly carried such articles in stock, and such goods are not being sold out of the stock, and such goods were not invoiced and shipped to the establishment of such person, shall be those established by sections 2 and 3 of the General Maximum Price Regulation for Hawaii.

(3) *Maximum prices for locally made articles.* The maximum prices for sales at wholesale of any article manufactured in the Territory of Hawaii listed and de-

scribed in paragraph (a) of this section by a wholesaler or jobber who satisfies the conditions as to inventory set forth in subdivision (i), (ii) and (iii) of paragraph (b) (1) above, shall be those established by sections 2 and 3 of the General Maximum Price Regulation.

(4) *Manufacturing-wholesalers and manufacturing retailers.* The maximum price for sales at wholesale of any article listed or described in paragraph (a) of this section which the wholesaler or retailer makes or has made for him from materials owned by him, shall be computed by multiplying the sum of the costs of manufacturing by 1.15. The costs of manufacturing shall include only

(i) An amount equal to the wholesale price of the material, which for the wholesaler shall be no higher than his maximum wholesale price for such material, and for the retailer shall be the actual cost of the material to him, which may in no case be higher than the wholesale price.

(ii) An amount equal to the cost of cutting and fringing, which in no case may exceed 1¢ for every 15 inches of the perimeter.

(iii) An amount equal to the cost of sewing, which in no case may exceed maximum prices therefor which have been filed with the Price Control Section of the Office of the Military Governor or the Office of Price Administration under Maximum Price Regulation No. 20 of the Military Governor of the Territory of Hawaii, or under Maximum Price Regulation No. 165 of the Office of Price Administration.

(iv) An amount equal to the maximum prices permitted by this regulation for the block print or prints which are printed on the item by or for the manufacturing-wholesaler or manufacturing-retailer.

(5) *Allowance for block printing.* Where a wholesaler block prints, or has block printed for him, any article covered in this section, he may, for the purpose of determining the maximum price under this section, add to the manufacturer's selling price the maximum price permitted oy this regulation for such prints.

(6) *Inability to determine price at wholesale.* Any person who is unable to determine prices under paragraphs (b) (1), (2), (3) or (4) shall apply to the Office of Price Administration for a maximum price. Such application must set forth the manufacturer's selling price less all allowable discounts and allowances except cash discounts up to 2% and the "landing cost" for such articles as specified in paragraphs (g) and (h).

(7) *Restrictions on markup at wholesale*—(i) The maximum price for sales of commodities at wholesale by persons who have purchased from a local wholesaler, jobber, manufacturing-wholesaler or manufacturing-retailer shall be the maximum price which the first wholesaler, jobber, manufacturing-wholesaler or manufacturing-retailer would have been entitled to charge under this section, except maximum prices computed under the provisions of paragraph (b) (8) of this section. The purpose of this paragraph is to prevent the addition of more than one full wholesale markup to a commodity, regardless of the number of wholesalers or jobbers purchasing and reselling the commodity.

[Subparagraph (i) amended by Am. 36]

(ii) No part of the wholesale markup may be taken by a wholesaler-retailer on any article listed and described in paragraph (a) of this section that is sold by any retail outlet owned, controlled by, under the control of, controlling, or in any other way affiliated with respect to ownership or control with the wholesaler.

(8) *Sales by local sub-jobbers.* The maximum price for sales by a local subjobber of any article, listed and described in paragraph (a) of this section, to a retail establishment, shall be:

(i) Where the sale is by a sub-jobber who has purchased the article from a mainland wholesaler or jobber, whether shipped from the establishment of the wholesaler or jobber or direct from the factory, the maximum price shall be computed by multiplying the sum of the wholesaler's or jobber's selling price less all allowable discounts and allowances, except cash discounts up to 8%, plus "landing cost" (as defined in paragraphs (g) and (h)), by 1.15.

(ii) Where the sale is by a sub-jobber who has purchased the article from a local wholesaler or jobber who has computed the maximum price for the sale under paragraph (b) (1) of this section, the maximum price shall be computed by multiplying the wholesaler's or jobber's allowable maximum price by 1.15.

(iii) Where the sale is by a sub-jobber who has purchased the article from a local wholesaler or jobber who has computed the maximum price for the sale under paragraph (b) (2) of this section applying to drop shipments, the maximum price shall be computed by multiplying the sum of the manufacturer's selling price, plus "landing cost" (as defined in paragraphs (g) and (h), by 1.25.

Any sub-jobber who wishes to establish maximum prices in accordance with this paragraph must file with the Office of Price Administration, Honolulu, T. H., a petition for permission to do so. Such petition must show that the applicant has been regularly engaged in performing the function of a sub-jobber during the year 1943 and must also show the estimated percentage of sub-jobbing business done in relation to the total sales during the years 1942 and 1943.

[Subparagraph (8) added by Am. 36]

(c) *Maximum prices for sales at retail*—(1) *Purchases from mainland manufacturers.* The maximum price for sales at retail for any article listed and described in paragraph (a) of this section which the retailer purchases from a mainland manufacturer shall be the amount determined by multiplying the manufacturer's selling price less all allowable discounts and allowances except cash discounts up to 8% plus the "landing cost" by the figure given below in the first column of the table for the classification to be priced.

(2) *Purchases from distributors.* The maximum price for sales at retail for any article listed and described in paragraph (a) of this section which the retailer purchases from a person selling at wholesale, whose maximum prices for the sale are determined by paragraph (b) (2) shall be the amount determined by multiplying the manufacturer's selling price plus the "landing cost" by the figure given below in the first column of the table for the classification of goods to be priced.

(3) *Purchases from mainland wholesalers or jobbers.* The maximum price for sales at retail for any article, listed and described in paragraph (a) of this section, which the retailer purchases from a mainland wholesaler or jobber shall be the amount determined by multiplying the primary wholesaler's or jobber's selling price less all allowable discounts and allowances, except cash discounts up to 8% plus the "landing cost" by the figure given in the second column of the Table for the classification of goods to be priced.

[Subparagraph (3) amended by Am. 36]

(4) *Purchases from local wholesalers and jobbers.* The maximum price for sales at retail for any article listed and described in paragraph (a) of this section that is imported from the mainland and which the retailer purchases from a local wholesaler or jobber shall be the amount determined by multiplying the wholesaler's or jobber's selling price less all allowable discounts and allowances except cash discounts up to 8% by the figure given below in the second column of the table for the classification of goods to be priced.

(5) *Locally manufactured articles.* The maximum price for sales at retail of any article listed and described in paragraph (a) of this section which is made by a manufacturer located in the Territory of Hawaii shall be: If the retailer purchases direct from the manufacturer or from a wholesaler the amount determined by multiplying the manufacturer's selling price less all allowable discounts and allowances except cash discounts up to 8% by the figure given in the second column of the table for the classification of goods to be priced.

(6) *Manufacturing-wholesalers and manufacturing-retailers.* The maximum price for any article listed and described in paragraph (a) of this section which the retailer purchases from a local manufacturing-wholesaler or manufacturing-retailer, or which he makes or has made for him, shall be the amount determined by multiplying the wholesale price as determined under paragraph (b) (4) by the figure given in the second column of the table for the classification of goods to be priced.

TABLE OF RETAIL MULTIPLICATION FIGURES

	Column 1	Column 2
Sheets and pillow cases, pads and covers, pillows and cushions, batting materials, window shades and awnings, diapers	$1.60	$1.50
Towels, ready-made curtains, ready-made draperies	1.65	1.50
Table linens, blankets and bedspreads:		
Budget to $8.75	1.65	1.50
Better over 8.75	1.75	1.50

NOTE: The price designation in the table above with respect to Budget and Better refers to the cost price upon which the retailer will use the multiple in the above table to determine his maximum retail price.

(7) *Allowance for block printing.* Where a retailer block prints, or has block printed for him, any article covered in this section he may, for the purpose of determining the maximum price under this section, add to the manufacturer's selling price or wholesaler's selling price, depending on the source of purchase, the maximum price permitted by this regulation for such prints.

(8) *Inability to determine price at retail.* Any person who is unable to determine prices at retail under subparagraphs (1) through (6) of this paragraph (c) shall apply to the Office of Price Administration for the establishment of a maximum price.

(9) *Odd cent maximum prices at retail.* Whenever the calculation of a maximum retail price results in a fraction of a cent, the maximum price shall be adjusted to the nearest cent.

(10) *Purchases from local sub-jobbers.* The maximum price for a sale at retail of any article, listed and described in paragraph (a) of this section, purchased from a local sub-jobber, shall be computed by multiplying the sub-jobber's maximum price, less all allowable discounts and allowances, by 1.30.

[Subparagraph (10) added by Am. 36]

(d) *Maximum price for nationally advertised articles.* Application may be made for approval of a price for an article listed in paragraph (a) which is nationally advertised by the manufacturer thereof, and who requires that such article be sold at the prices established by such manufacturer. The applicant must set forth:

(1) Description of the article or line to be priced.

(2) Proof that the manufacturer has established a resale price and that such price is so marked on the article that any purchaser can know that it is a nationally advertised price.

(3) A statement that the seller will not sell such article at a price higher than such nationally advertised price. Such application, of course, need not be made where such nationally advertised price is not in excess of the maximum price as calculated under this section.

(e) *Maximum prices for assorted job lot merchandise.* In cases where a wholesaler or retailer purchases an assorted job lot of merchandise invoiced to him for a single or blanket price, he may make application to the Office of Price Administration for approval of his own allocation of the cost of such merchandise to the different articles involved. Such application shall show the allocation made by the wholesaler or retailer and shall show the resulting maximum wholesale or retail prices determined on the basis of such allocated costs.

(f) *Maximum prices for certain merchandise purchased at lower than manufacturer's maximum price.* In cases where a wholesaler or retailer purchases from a manufacturer or wholesaler any article listed and described in paragraph (a) of this section, at a price lower than the manufacturer's or wholesaler's maximum price and lower than a price which the purchaser previously paid to such manufacturer or wholesaler for the same or similar merchandise, and where such lesser price was paid by reason of the size of the purchase or the seasonal nature of the goods, application may be made to the Office of Price Administration for a maximum price for resale of the merchandise, which maximum price is based upon the higher price previously paid to such manufacturer or wholesaler, and the appropriate multiple provided by the section. Any such application must be accompanied by the invoice for the goods in question and the invoice establishing the former higher price, or other evidence of a similar nature.

(g) *"Landing cost".* For articles imported from outside the Territory of Hawaii "landing cost" shall be the total of the following amounts:

(1) An amount equal to the transportation charges, if any, actually incurred by the purchaser for transportation from the mainland point at which the purchaser received delivery, to the mainland port of shipment (including Federal transportation tax and terminal charges), not in excess of public (common or contract) carrier rates.

(2) An amount equal to mainland storage charges, and insurance in connection therewith, actually incurred by the purchaser, but charges for storage and insurance in connection therewith in excess of three months shall not be included.

(3) An amount equal to cartage charges actually incurred by the purchaser for cartage from warehouse to dock in port of shipment, not in excess of public (common or contract) carrier rates.

(4) An amount equal to charges for ocean freight, war risk and marine insurance actually incurred by the purchaser, and there may be included in this amount Territorial tolls and tonnage tax as shown on the bill of lading. However, the amount by which any cost of war risk insurance exceeds the rates charged by the War Shipping Administration shall not be included but the type of coverage is at the discretion of the buyer and seller.

(5) An amount equal to cartage charges in the port of entry in the Territory of Hawaii from dock to warehouse, computed at a rate not in excess of 1.20 per ton, weight or measurement: *Provided,* That the commodity is moved from the dock at the purchaser's expense.

(h) *"Landing cost" in cases of interisland shipments.* In the case of a commodity originally imported from without the Territory of Hawaii to one island of the Territory and subsequently shipped to another island in the Territory, the "landing cost" in the island of final destination shall be the sum of the amounts specified in subparagraphs (1) through (4) below.

(1) An amount equal to the "landing cost" at the island from which the article was shipped, calculated under paragraph (g) above.

(2) An amount equal to cartage charges for cartage from the warehouse to the dock in the island from which the article was shipped, calculated at the rate set forth in paragraphs (g) (2) and (5) above, whether or not such cartage charges are actually incurred, but in no event shall such cartage charges exceed public (common or contract) carrier rates.

(3) An amount equal to charges for ocean freight, war risk and marine insurance actually incurred by the purchaser for shipment between the islands, and there may be included in this amount Territorial tolls and tonnage tax as shown on the bill of lading. However, the amount by which any cost of war risk insurance exceeds the rates charged by the War Shipping Administration shall not be included.

(4) An amount equal to cartage charges on the island of final destination, from dock to warehouse, computed at a rate not in excess of the amount set forth in paragraphs (g) (2) and (5) above: *Provided,* That the articles are moved from the dock at the purchaser's expense.

(i) *Records and reports.* For the purposes of this section this paragraph supersedes the provisions of section 10 of Maximum Price Regulation 373.

(1) *Required of person making sales at wholesale*—(i) *Purchase records.* Every person making sales at wholesale of any article listed in paragraph (a) of this section shall keep and make available for examination by this office for as long as the Emergency Price Control Act of 1942, as amended, remains in effect, complete and accurate records of each purchase of each article showing:

(*a*) The date of purchase and date of receipt.
(*b*) The name and address of the vendor.
(*c*) The price paid, or charged.
(*d*) The quantity purchased.
(*e*) The manufacturer's selling price. If the person did not purchase the article from the manufacturer but is relying upon his vendor's written statement of the manufacturer's selling price, he shall keep such statement and make it available for examination by this office for so long as the Emergency Price Control Act of 1942, as amended, remains in effect.
(*f*) All records and data reflecting the charges incurred by the wholesaler in arriving at the selling price.

(ii) *Sales records.* Every person making sales at wholesale of any article listed in paragraph (a) of this section shall invoice each sale of each such article. The original invoice shall be delivered to the buyer and shall state:

(*a*) The date of sale.
(*b*) Itemized list of articles sold.
(*c*) The manufacturer's selling price for each such article if the maximum price at wholesale is determined under (b) (2) or (3).
(*d*) Such person's ceiling price at wholesale for each article.
(*e*) The retailer's ceiling price for each article as calculated under (c).
(*f*) The price charged or received.

A copy of this invoice shall be made and kept by the person making sales at wholesale, for examination by this office for so long as the Emergency Price Control Act of 1942, as amended, remains in effect.

(2) *Required of person making sales at retail*—(i) *Purchase records.* Every person making sales at retail of any article listed in paragraph (a) of this section shall keep and make available for examination by this office for so long

as the Emergency Price Control Act of 1942, as amended, remains in effect, complete and accurate records of each purchase of each such article showing:

(*a*) The date of receipt.
(*b*) The name and address of the vendor.
(*c*) The manufacturer's selling price if priced under (c) (1), (2) or (5).
(*d*) The invoice cost if priced under (c) (3) or (4).
(*e*) The manufacturer's stock number if available.
(*f*) The retailer's stock number if any.
(*g*) The percentage used in determining the maximum price.
(*h*) The retailer's ceiling price.

The retailer may list the information required above on each purchase invoice covering the article. If the retailer did not purchase the article from the manufacturer but is relying upon his supplier's written statement of the manufacturer's selling price he shall keep such statement and make it available for examination by this office for so long as the Emergency Price Control Act of 1942, as amended, remains in effect. The retailer shall likewise keep and make available for examination by this office for so long as the Emergency Price Control Act of 1942, as amended, remains in effect, his purchase invoice covering that article.

(ii) *Sales records.* (*a*) Any retailer who has customarily given a purchaser a sales slip, receipt, or similar evidence of purchase shall continue to do so. Upon request from a purchaser any retailer, regardless of previous custom, shall give the purchaser a receipt showing the date, the name and address of the retailer, a description of the article sold and the price received for it.

(*b*) Every retailer shall keep and make available for examination by this office for so long as the Emergency Price Control Act of 1942, as amended, remains in effect, records of the same kind he has customarily kept relating to the price charged for such article and in addition records showing as precisely as possible the basis upon which he determined the maximum price for such article.

(j) *Posting and marking of prices.* For the purposes of this section, this paragraph supersedes the provisions of section 10 of Maximum Price Regulation 373.

(1) *Posting.* On and after the effective date of this section every person who sells or offers to sell any article listed and described in paragraph (a) of this section at retail shall post in a conspicuous place, in a manner plainly visible to and understandable by the purchasing public in the department or portion of the premises where any such article is sold or offered for sale, a sign stating "Each article of domestics in this store (or on this counter, shelf, or in this case, bin, or rack) is marked and sold at our ceiling price or less."

(2) *Marking.* (i) On and after the effective date of this section no person shall sell or deliver or offer for sale any article listed and described in paragraph (a) of this section at retail unless there is firmly attached to such article a stamp, tag or other marking showing the selling price. Such selling price must be plainly visible to and understandable by the purchasing public.

(ii) All merchandise that is priced pursuant to paragraph (e) must have the lot number which appears on the invoice also clearly marked on the price ticket of each article.

(k) *Definitions.* When used in this section 62, the term:

(1) "Manufacturer's selling price" means the price at which the manufacturer of the article sold and invoiced it, before the deduction of any discounts or allowances, and shall not include any transportation costs, marine or war risk insurance, storage charges, or any other charge.

(2) "Sale at wholesale" means a sale by a person who received delivery of a commodity and resells it, without changing its form, to any person other than an ultimate consumer, and includes sales to retailers by manufacturing-wholesalers or manufacturing-retailers, but does not include any sale by a producer or manufacturer. (This definition is in lieu of the definition contained in section 12 of this Maximum Price Regulation 373, and is to be used for the purposes of this section only.)

(3) "Sale at retail" means a sale or selling to an ultimate consumer, provided that purchasers for resale, commercial and industrial users, shall not be deemed ultimate consumers.

(4) "Wholesaler-retailer" means a firm or person who customarily sells at least 50% of the articles listed and described in paragraph (a) of this section in his own or in an affiliated store.

(5) "Wholesaler's selling price" means the price appearing on the wholesaler's invoice to the retailer before the deduction of cash discounts or other discounts for prompt payment.

(6) "Manufacturing-wholesaler" means a wholesaler who has made for him from materials owned by him, articles for sale to a retailer.

(7) "Manufacturing-retailer" means a retailer who has made for him from materials owned by him, articles for sale to an ultimate consumer.

(8) "Wholesaler or jobber" means a person who purchases articles from a manufacturer for the purpose of resale at wholesale.

(9) A "sub-jobber" is a jobber who purchases merchandise from primary wholesalers or jobbers and resells it to retail sellers.

(10) "Primary wholesaler or jobber" means a wholesaler or jobber who has purchased the article directly from the manufacturer.

[Subparagraphs (8), (9) and (10) added by Am. 36]

[Sec. 62 added by Am. 35, 9 F.R. 1158, effective as of December 1, 1943, except as follows with respect to sales at retail of articles in inventory as of December 1, 1943. Such articles need not be priced under this section until February 1, 1944: *Provided*, That any such article which is the same or similar to an article received in inventory after December 1, 1943, shall not be sold at a price higher than the maximum price established by this section for such new article. For the purposes of this provision, one article shall be deemed "similar" to another article if the first has the same use as the second, affords the purchaser fairly equivalent serviceability, and belongs to a type which would ordinarily be sold in the same price line. In determining the similarity of such article, differences merely in style or design which do not substantially affect use, or serviceability, or the price line in which such articles would ordinarily have been sold, shall not be taken into account. Sec. 62 amended as otherwise noted]

SEC. 63. *Maximum prices for bamboo rakes.* (a) The maximum prices for bamboo rakes manufactured in the Territory of Hawaii shall be:

Manufacturer's maximum price	Maximum wholesale price	Maximum retail price
Bamboo rakes:		
Island of Oahu only, $0.75	$0.85	$0.95
All other Islands, $0.70	.78	.85

[Sec. 63 added by Am. 42, 9 F.R. 2660, effective 1-31-44]

SEC. 64. *Ceiling prices for sales of imported luggage at wholesale and retail*—(a) *Scope of this section.* This section applies to sales at wholesale and sales at retail of all leather and non-leather luggage which has been imported into the Territory of Hawaii. "Luggage" means any container commonly used for the transportation of personal effects on a journey; for example, furlough bags, zipper bags, utility kits, utility bags and cases, travel cases, buddy kits, overnight cases, travel packs, duffel bags, weekend cases, Pullman cases, men's wardrobes, foot lockers, suitcases and trunks. In addition, the term "luggage" includes physician's bags, sample cases, sample trunks, brief cases and school bags. Furthermore, the term "luggage" as used in this section includes only new luggage; used or reconditioned luggage is not covered by this section.

(b) *Wholesaler's ceiling prices.* If you are a wholesaler, you calculate your ceiling prices for luggage in the following manner:

(1) For out of stock sales: First, multiply your manufacturer's or original importer's selling price by 1.25. Then to this amount add your landing costs. The resulting price is your ceiling price.

(2) For sales on a drop shipment basis: Multiply your manufacturer's or original importer's selling price by 1.17. The resulting price is your ceiling price.

(3) For sales of luggage purchased from a local wholesaler: If you purchased a luggage item from another local wholesaler whose ceiling price is established under subparagraphs (1) and (2) above, you must secure a written record of your supplier's ceiling price. Your ceiling price shall be your supplier's ceiling price.

(c) *Retailer's ceiling prices.* If you are a retailer, you calculate your ceiling prices in the following manner:

(1) For sales of articles purchased directly from your mainland manufacturer or original importer: First: multiply your manufacturer's or original importer's selling price by 1.87. To this amount add your landing cost and the Federal excise tax, and adjust to the nearest 5¢. The resulting price is your ceiling price, inclusive of Federal excise tax.

(2) For sales of articles purchased directly from mainland wholesalers: First, multiply your wholesaler's selling price by 1.58. To this amount add your landing cost and the Federal excise tax and adjust to the nearest 5¢. The resulting price is your ceiling price, inclusive of Federal excise tax.

(3) For sales of articles purchased from local wholesalers out of locally warehoused stock: First, multiply the wholesaler's selling price, less the landing cost, by 1.50. To this amount add the landing cost and the Federal excise tax, and adjust to the nearest 5¢. The resulting price is your ceiling price, inclusive of Federal excise tax.

(4) For sales of articles purchased from local wholesalers on a drop shipment basis: First, multiply your manufacturer's or original importer's selling price by 1.87. To this amount add your landing cost and the Federal excise tax, and adjust to the nearest 5¢. The resulting price is your ceiling price, inclusive of Federal excise tax.

(d) *Inability to determine ceiling prices.* If you are unable to determine your ceiling price of any luggage item, you shall apply to the Office of Price Administration for the establishment of a ceiling price.

(e) *Landing cost*—(1) *Landing cost for articles imported from the mainland.* Landing cost, in the case of articles imported from the mainland, shall be the total of the following amounts:

(i) An amount equal to the transportation charges, if any, actually incurred by the purchaser for transportation from the mainland point at which the purchaser received delivery to the mainland port of shipment (including Federal transportation tax and terminal charges) not in excess of public (common or contract) carrier rates.

(ii) An amount equal to mainland storage charges and insurance in connection therewith actually incurred by the purchaser. The charges for storage and insurance in connection therewith in excess of three months shall not be included.

(iii) An amount equal to cartage charges actually incurred by the purchaser for cartage from warehouse to dock in port of shipment, not in excess of public (common or contract) carrier rates.

(iv) An amount equal to charges for ocean freight, War Risk and Marine insurance actually incurred by the purchaser, and there may be included in this amount Territorial tolls and tonnage tax as shown on the bill of lading. However, the amount by which any cost of War Risk insurance exceeds the rates charged by the War Shipping Administration shall not be included, but the type of coverage is at the discretion of the buyer and seller.

(v) An amount equal to cartage charges in the port of entry in the Territory of Hawaii from dock to the establishment of the purchaser, computed at a rate not in excess of $1.20 per ton weight or measurement; *Provided*, That the commodity is moved from a dock at the purchaser's expense.

(2) *Landing cost in cases of interisland shipments.* In cases where the article has been shipped from one island to another island in the Territory of Hawaii, the following additional charges may be added to those set forth in subparagraph (1), above:

(i) An amount equal to the actual transportation cost to be computed in accordance with the applicable provisions of divisions (iii), (iv) and (v), above.

(f) *Posting and marking of prices*—(1) *Posting.* On and after the effective date of this section, any person who sells or offers to sell any luggage item at retail shall post in a conspicuous place in a manner plainly visible to and understandable by the purchasing public in a department or portion of his premises where such article is sold or offered for sale, a sign stating, "Each article of luggage in this store (or on this counter, shelf, or in this case, bin or rack) is marked and sold at our ceiling price or less."

(2) *Marking.* On and after the effective date of this section, every person who sells or offers for sale any luggage item at retail shall attach to the top or handle of the item a tag containing in easily readable lettering a statement of the retail ceiling price, retail selling price and the manufacturer's lot number and size. The statement shall be in the following form:

O. P. A. retail ceiling price including federal excise tax _____
Selling price _____
Stock or lot number _____
Size _____
Do not detach

The tag may not be removed until after the luggage has been delivered to the consumer.

Section 10 (b) of Maximum Price Regulation No. 373 shall not apply to this section.

(g) *Records and invoices.* In addition to such records as the seller is required to keep under section 10 (a) (1) of this regulation, every person making a sale of a luggage item other than at retail shall furnish the buyer at the time of the delivery of the article with a written invoice or sales memorandum, setting forth the date of sale, the name and address of the buyer and seller, quantity and description of article sold, manufacturer's lot number and size, the amount of the "landing cost" for each article if paid by the seller, the price charged and received therefor, and the retailer's ceiling price, inclusive of excise tax, for each article as calculated under paragraph (c).

(h) *Definitions.* When used in this section, the term:

(1) "Manufacturer's selling price" means the price at which the manufacturer of the article sold and invoiced it f. o. b. factory, less all allowable discounts and allowances except cash discounts up to 8%, and before the addition of any premium or other charge permitted under the Second Revised Maximum Export Price Regulation.

(2) "Original importer's selling price" means the price at which the mainland original importer of the article from outside continental United States sold and invoiced it, less all discounts and allowances except cash discounts up to 8%, and before the addition of any premium or other charge permitted under the Second Revised Maximum Export Price Regulation.

(3) "Wholesaler's selling price" means the price appearing on the wholesaler's invoice to the retailer, less all allowable discounts and allowances except cash discounts up to 2%, and before the addition of any premium or other charges permitted under the Second Revised Maximum Export Regulation.

(4) "Out of stock sales" means sales of articles which the seller carries in stock, sells out of stock and which were invoiced and shipped to the establishment of the seller.

(5) "Sales on a drop shipment basis" means sales of articles which the seller does not carry in stock, which are not sold out of stock and which are not shipped to the establishment of the seller.

[Sec. 64 added by Am. 48, 9 F.R. 3945, effective 4-1-44]

SEC. 65. *Maximum prices for sales of feeds for animals and poultry*—(a) *What this section covers.* This section establishes maximum prices for sales and deliveries of all feeds for animals and poultry, including sales by manufacturers, wholesalers and retailers.

(b) *Definitions.* When used in this section:

(1) "Feed" means all feed used for the purpose of feeding animals and poultry.

(2) "Straight item" means all unmixed ingredients or single items used for feeding animals or poultry.

(3) "Mixed feeds" for animals and poultry includes "mixed feed" and "mineral mixed feed" as hereinafter defined.

(4) "Mixed feed" is a mixture or blend of more than one feed ingredient for the purpose of feeding animals and poultry, except the following commodities:

(i) Mixed feeds for any house pet birds.

(ii) Cat and dog food for which a ceiling price has been determined under the provisions of section 41a of Maximum Price Regulation No. 373, which cat and dog foods shall be and remain subject to said provisions; and

(iii) All other cat and dog foods for which a maximum price has been determined under the provisions of the General Maximum Price Regulation for Hawaii, which cat and dog foods shall remain subject to such provisions.

(5) "Pelleted mixed feed" is a mixed feed further processed into pellets.

(6) "Mineral mixed feed" is a mixed feed at least 60 percent of which consists of a mixture of two or more chemicals or minerals, with or without mixture with other ingredients, and customarily regarded as dietary factors in the feeding of animals and poultry.

(7) "Manufacturer" is one who produces and sells a mixed feed by grinding, mixing or blending, whether by stationary or portable equipment.

(8) A "custom mixer" is one who furnishes to a consumer for a recompense the services of producing mixed feed; either the custom mixer or the consumer or both may furnish the ingredients for the mixed feeds.

(9) A "private brand dealer" is one who resells mixed feed or mineral mixed feed ordered and bought by him from a

manufacturer who produced and packed the same in containers bearing the dealer's private brand.

(10) A "wholesaler" is one who buys any feed item and resells the same to:

(i) A retailer, or

(ii) A consumer on a f. o. b. warehouse basis in lots of five tons or over, or on a f. o. b. destination dock basis.

(11) A "wholesale outlet" is a department, branch or unit of a concern or an affiliated group of concerns or organizations performing like functions as a wholesaler, and which concern or affiliated group of concerns or organizations also handles commodities subject to this section at other levels of distribution: *Provided*, That said wholesale outlet must be a place of business separate from any producing plant of such concern, affiliated group of concerns or organizations.

(12) A "retailer" is one who buys a feed and resells it to consumers.

(13) A "retail outlet" is a department, branch or unit of a concern or an affiliated group of concerns or organizations performing like functions as a retailer and which concern or affiliated group of concerns or organizations also handles commodities subject to this section at other levels of distribution: *Provided*, That said retail outlet must be a place of business separate from any producing plant of such concern or affiliated group of concerns or organizations.

(14) "Reasonable market value" shall have the meaning ascribed thereto by law. It is also known in the trade as replacement value.

(15) "L. c. l. quantities" or less than carload lots or quantities, refers to sales or deliveries of quantities less than the stated capacity of any railroad car, whether the shipment is by rail, motor vehicle, water or other means.

(16) A "billing charge" is a charge or entry as a part of the bookkeeping system of debits and credits made between different departments, branches, or units of one concern or between different units of an affiliated group of concerns or organizations for services rendered or commodities produced by one and furnished or delivered by another.

(17) "F. o. b destination dock basis" means the invoice cost of the feed plus an amount equal to the charges for ocean freight, war risk and marine insurance actually incurred not to exceed the rates charged by the War Shipping Administration and Territorial tolls and tonnage taxes shown on the bill of lading.

(18) "FSCC" refers to The Federal Surplus Commodities Corporation.

(19) "Sub-order FSCC basis" refers to a sale made to a purchaser by a seller who has authority to purchase direct from FSCC where the purchaser receives a sub-order from the seller and takes delivery himself directly either from a FSCC warehouse or directly from the dock.

(c) *Maximum prices for manufacturers.* Every manufacturer of mixed feeds shall determine his maximum price per 100 pounds seller's container for l. c. l. quantities for sales of each mixed feed item as follows:

(1) He shall first compute his cost per 100-pound container of the commodity to be priced as follows:

(i) He shall include the cost of every ingredient which is subject to maximum prices prescribed by the Office of Price Administration at the actual cost thereof to him as if purchased at the time of the calculation not exceeding the maximum price thereon to him at said time, for the quantities normally purchased by him.

(ii) He shall include the cost of every other ingredient used which is not subject to the maximum prices prescribed by the Office of Price Administration at the reasonable market value thereof to him when purchased, for the quantities normally purchased by him: *Provided*, That said reasonable market value shall be such value at his producing plant.

(iii) He shall include either the cost of one 100-pound new bag or container for the commodity to be priced at the maximum price thereof to him at the time of the bag or container purchase, where he furnishes such a bag or container; or, in such cases where second hand bags furnished by the seller are used, he may add the reasonable market value of the bags used (not exceeding any maximum prices established thereon by Revised Maximum Price Regulation 55,[3]—Second-hand Bags).

(iv) In the case of feeds purchased from the FSCC stocks, he may include an allowance for shrinkage actually incurred on such purchases, not to exceed two (2) per cent.

(2) Then, for sales to wholesalers and for deliveries to his wholesale outlets, he shall add his cost per 100-pound container and the applicable dollar and cent markup set forth below:

Class 1 (except scratch feeds)[1]	$0.38
Class 2[1]	.50
Class 3[1]	.60
Scratch feeds (containing cracked corn purchased by manufacturer)	.30
Scratch feeds (containing whole corn cracked by manufacturer)	.38

[1] Classifications of mixed feeds are set forth in paragraph (e), Table 1.

The resulting price is the maximum price and billing charge at his producing plant. It shall also be known as the manufacturer's list price for sales to wholesalers and for deliveries to his wholesale outlets.

(3) Then, for sales to retailers and for deliveries to his retail outlets, he shall add his cost per 100-pound container and the applicable dollar and cent markup set forth below:

Class 1 (except scratch feeds)[1]	$0.53
Class 2[1]	.65
Class 3[1]	.75
Scratch feeds (containing cracked corn purchased by manufacturer)	.35
Scratch feeds (containing whole corn cracked by manufacturer)	.43

[1] Classifications of mixed feeds are set forth in paragraph (e), Table 6.

The resulting price is the maximum price and billing charge at his producing plant. It shall also be known as the manufacturer's list price for sales to retailers and for deliveries to his retail outlets.

(4) Then, for sales to consumers, he shall add his cost per 100-pound container and the applicable dollar and cent markup set forth below:

Class 1 (except scratch feeds)[1]	$0.78
Class 2[1]	.90
Class 3[1]	1.00
Scratch feeds (containing cracked corn purchased by manufacturer)	.60
Scratch feeds (containing whole corn cracked by manufacturer)	.68

[1] Classifications of mixed feeds are set forth in paragraph (e), Table 1.

The resulting price is the maximum price f. o. b. his producing plant.

(5) For sales in seller's containers of less than 100 pounds, the maximum price shall be the applicable maximum price less any container allowance permitted under paragraph (c) (1) (iii) above, plus the appropriate differential at the rate per ton set forth in the following schedule:

Size of containe	Paper bags	Cotton bags	Other container (rate per ton)	Bales
Up to and including 5 pounds	$6.00	$6.00	Reasonable market value of containers at time of sale plus 50¢ per ton.	Reasonable market value of bales at time of sale over opposite differential for small size packages.
Over 5 pounds and up to and including 10 pounds.	5.00	5.00		
Over 10 pounds and up to and including 25 pounds.	1.50	2.50		
Over 25 pounds and up to and including 50 pounds.	1.00	1.25		

(d) *Maximum prices for wholesalers and wholesale outlets of a mixed feed manufacturer.* Every wholesaler and wholesale outlet of a mixed feed manufacturer shall determine his maximum price and billing charge as follows:

(1) For sales of feed per 100-pound container to a retailer store and a retail outlet of a mixed feed manufacturer.

(i) On an f. o. b. destination dock basis or sub-order FSCC basis.

The maximum price shall be the sum of:

(*a*) The actual cost to the seller determined either by the list price of the mixed feed manufacturer or the current FSCC feed price list, and

(*b*) $4.00 per ton or 20¢ per 100-pound container less $1.00 per ton or 5¢ per 100-pound container for cash payment within 10 days after billing.

(ii) On a f. o. b. seller's warehouse basis.

The maximum price shall be the sum of:

(*a*) The actual cost to the seller determined either by the list price of the mixed feed manufacturer or the current FSCC Feed Price list;

(*b*) Transportation costs actually incurred by the seller in hauling to his warehouse, and

(*c*) $6.60 per ton or 33¢ per 100-pound container less $1.00 per ton or 5¢ per 100-pound container for cash payment within 10 days after billing.

(2) For sales of feed per 100-pound container to consumers.

[3] 7 F.R. 10104, 10554, 10585; 8 F.R. 1204.

(i) On a f. o. b. destination dock basis or sub-order FSCC basis: The maximum price shall be the applicable maximum price determined under paragraph (d) (1) (i) above, plus 1¼%.

(ii) On a f. o. b. seller's warehouse basis, in lots of five tons or more of any feed item: The maximum price shall be the applicable maximum price determined under paragraph (d) (1) (ii) above, plus 1¼%.

(3) For sales of feed in containers of 50 pounds or less the maximum price shall be the applicable maximum price determined under paragraph (d) (1) or (2) above, plus $1.50 per ton.

(e) *Maximum prices for retailers and retail outlets of a mixed feed manufacturer.* Every retailer and retail outlet of a mixed feed manufacturer shall determine his maximum price for sales of all feeds including mixed feeds as follows:

(1) For sales of all feed items purchased by the retailer from the FSCC, the maximum price shall be the sum of the following:

(i) His FSCC invoice cost.

(ii) All transportation costs actually incurred by the retailer for transportation of the item being priced to his place of business, and

(iii) A maximum markup of $10.00 per ton.

(2) For sales of all other feed items the maximum price shall be the sum of the following:

(i) Either the list price set forth in paragraph (c) (3) above, or the supplier's maximum price set forth in paragraph (d) (1) above, whichever is applicable.

(ii) All transportation costs actually incurred by the retailer for transportation of the item being priced to his place of business, and

(iii) The applicable dollar and cent markup listed in the schedule of the retail markups set forth below.

SCHEDULE OF MARKETS

(a) For sales per 100-pound container.

TABLE 1

Commodity	Maximum markup: Per ton	Maximum markup: Per 100 pound container
Class I—All straight items, and the following mixed feed, all dairy and cattle feeds except calf feeds, all horse and mule feeds, all poultry, duck and turkey feeds except as set forth below	$7.00	$0.35
Class II—All rabbit feeds, all pig and hog feeds, all growing, broiler and laying mashes and pellets for poultry, ducks and turkeys, except (1) flushing mashes, concentrates, and supplements for poultry, ducks and turkeys used for further mixing or feeding with more than 60% of grain and (2) starting mashes and pellets for poultry, ducks and turkeys	8.40	.42
Class III—All pigeon and squab feeds, all mineral mixed feeds, all calf feeds, all poultry, duck and turkey mashes and pellets designed for starting poultry, ducks and turkeys, and flushing mashes, concentrates and supplements for poultry, ducks and turkeys used for further mixing or feeding with more than 60% of grain	11.40	.57

TABLE 2—MIXED FEED CLASSIFICATION[1]

Commodity	Class
For chickens, turkeys, ducks and geese:	
Chick starter mash	3
All mash chick starter	3
Baby chick mash	3
Baby chick ration (mash)	3
Baby chick food mash	3
Starting feed (mash)	3
All mash chick mash	3
Developing mash	2
Growing mash	2
Egg-producing mash	2
Laying mash	2
Breeder mash	2
Laxative mash (specialty)	3
Egg mash	2
All mash egg food	2
All mash laying food	2
Hen mash	2
All mash growing pullet food	2
All mash growing pullet mash	2
Flushing mash (specialty)	3
Flush tonic mash (specialty)	3
Fattening mash	2
Scratch feed (hen)	1
Scratch feed (pullet and growing)	1
Chick scratch	1
Intermediate grain	1
Developing grains	1
Baby chick grains	1
Pig and hog feeds:	
Pig meal	2
Hog meal	2
Pig and hog feed	2
Calf feeds:	
Calf meal or pellets	3
Calf grower	3
Miscellaneous:	
Dairy feed	1
Horse feed	1
Mule feed	1
Sheep feed	2
Goat feed	2
Pigeon feed	3
All rabbit feeds—mash and pellets	2
All mineral mixed feed	3
Pheasant feeds	3
All purpose or combination mash	2
All straight items	1

[1] Table shows individual classification of feeds in Table 1.

(b) For sales in containers of 50 pounds or less.

Size of container:	*Maximum markup per bag*
Up to and including 5 pounds	$0.06
Over 5 pounds and up to and including 10 pounds	.10
Over 10 pounds and up to and including 25 pounds	.20
Over 25 pounds and up to and including 50 pounds	.30

(f) *Maximum prices and base period reports for persons doing both wholesale and retail business*—(1) *Maximum prices.* The maximum prices for any person doing both a wholesale and a retail business shall be determined as follows:

(i) For sales as a wholesaler, his maximum price shall be the applicable maximum price set forth in paragraph (d) hereof.

(ii) For sales as a retailer of the percentage of tonnage volume of sales as retailer listed in his base period report, his maximum price shall be the applicable maximum prices set forth in paragraph (d) hereof, plus the appropriate markups set forth below:

	Per ton
Class 1 markup[1]	$3.40
Class 2 markup[1]	5.40
Class 3 markup[1]	7.40

[1] Classifications of mixed feed are set forth in paragraph (e), Table 1.

(iii) For sales as a retailer of any increase in retail sales over the percentage of tonnage volume of sales as a retailer listed in his base period report, his maximum price shall be his invoice cost plus the maximum markup set forth in paragraph (e) (2) above.

(2) *Base period reports.* Any person doing both a wholesale and a retail business shall report to the Office of Price Administration, Iolani Palace, Honolulu, 2, T. H., within two weeks after the effective date of this section, his tonnage volume of sales as a wholesaler and his tonnage volume of sales as a retailer during the immediately preceding week, month, or four months period, whichever he may, at the time of his first calculation of prices, select.

(g) *Delivery charges.* Any seller may add to the maximum prices established by this section the actual transportation costs incurred by him for deliveries from his place of business to the buyer's receiving point, provided such deliveries are made by the usual route and method of transportation.

(h) *Inability to determine maximum prices.* If you are unable to determine the maximum price for any feed item covered by this regulation, you shall apply to the Office of Price Administration, Iolani Palace, Honolulu, 2, T. H., for establishment of a maximum price.

(i) *Rounding of maximum prices.* (1) In ascertaining maximum prices hereunder on a per ton basis round the figure obtained as the maximum price to the nearest even 20 cents.

(2) Notwithstanding the provisions of section 7 of this Maximum Price Regulation 373, in ascertaining maximum prices hereunder on a one 100-pound container basis round the figure obtained as the maximum price to the nearest one cent.

(j) *Dealings between persons of the same class.* No person shall sell feeds including mixed feed or mineral mixed feed bought from a person of the same class to which he belongs at higher than the maximum price at which he may buy the same from such person hereunder.

(k) *Prices to be marked and posted.* Notwithstanding the provisions of section 10 of this Maximum Price Regulation 373, every wholesaler or retailer shall post in his place of business a copy of his maximum prices as computed hereunder.

(l) *Records and reports.* Notwithstanding the provisions of section 10 of this Maximum Price Regulation 373,

(1) Every manufacturer shall keep for so long as the Emergency Price Control Act of 1942, as amended, shall remain in effect, a complete record of each sale or purchase subject hereto showing the date thereof, the names and addresses of the buyer and seller, the price contracted for, paid or received, and the quantity of the feeds for animals and poultry sold or purchased.

(2) Every wholesaler and retailer shall keep for so long as the Emergency Price Control Act of 1942, as amended, shall remain in effect, like records of his sales and purchases as he kept during the year 1942.

(3) All sales invoices shall, in addition to the above requirements, specify as a

separate item such charges as may be allowed for transportation or delivery.

[Sec. 65 added by Am. 53, 9 F.R. 4783, effective 4-1-44]

SEC. 66. *Maximum prices for molasses.* (a) The maximum prices for sales of molasses produced from sugarcane for alcohol purposes shall be $14.25 per ton, delivered at Oahu Railroad and Land Depot, Honolulu.

[Sec. 66 added by Am. 54, 9 F.R. 4821, effective 3-13-44]

SEC. 67. *Ceiling prices for sales of imported furniture and bedding at wholesale and retail, and for sales of locally manufactured furniture and bedding at retail*—(a) *Scope of this section.* This section applies to all sales at wholesale and at retail of furniture and bedding which has been imported into the Territory of Hawaii, and to all sales at retail of locally manufactured furniture and bedding. The term "furniture and bedding" includes:

(1) *Living room furniture:* All types of upholstered furniture, whether entirely or partially upholstered, and shall include studio couches, punees, punee cushions, hassocks and ottomans.

(2) *Case goods:* All types and pieces of bedroom and dining room furniture and shall include all types of novelty and occasional furniture such as end tables, coffee tables, smoking stands, mirrors, wall racks, radio cabinets that are sold without the radio set installed, record cabinets, folding chairs, folding card tables, ice-refrigerators (except electric), kitchen tables and chairs, bases, cabinets, dinette sets, stools and bars.

(3) *Outdoor and lanai furniture:* All types of furniture used on lanais or outdoors, whether stationary, portable or collapsible, and shall include steamer and deck chairs, portable barbecue sets, hammocks of all types, umbrellas, portable awnings or sun shades and cabanas.

(4) *Juvenile furniture and bedding:* All types of juvenile furniture, chests, cribs, bunks, chairs and tables, all types of mattresses and bassinets; but shall not include such items as are used for children's entertainment such as slides, sand boxes, swings for larger children, velocipedes, or wagons.

(5) *Beds and bedding:* All types of beds and cots, including folding or collapsible types; all types of bedding, made of new materials and bedding made with reprocessed cotton, hair and feathers and down, including mattresses, bed pillows, but not including domestics such as sheets, pillow cases, blankets and comforters; and all types of bed springs regardless of material used for construction.

(6) *Office furniture:* All types of office furniture, tables such as are used for supporting machines, filing cabinets and other cabinets; but shall not include safes or any type of office machines.

(7) *Institutional furniture:* All types of institutional furniture and such items as are used for similar purposes as household furniture; and shall include portable blackboards, map cases or racks, tablet arm chairs; all types of hospital furniture other than surgical or medical appliances; wheel chairs, invalid chairs and bed trays.

(8) *Unpainted furniture:* All types of unpainted furniture.

(b) *Wholesaler's ceiling prices.* If you are a wholesaler, you calculate your ceiling prices in the following manner:

(1) For out of stock sales: Add your manufacturer's selling price and your landing costs. Then multiply this amount by 1.25. The resulting price is your ceiling price.

(2) For sales on a drop shipment basis: Multiply your manufacturer's selling price by 1.15. The resulting price is your ceiling price.

(3) For sales of furniture and bedding purchased from a local wholesaler: If your purchase furniture and bedding from another local wholesaler whose ceiling price is established under subparagraphs (1) or (2) above, you must secure a written record of your supplier's ceiling price, and your ceiling price shall be your supplier's ceiling price.

(c) *Retailer's ceiling prices.* If you are a retailer, you calculate your ceiling prices in the following manner:

(1) For sales of articles purchased directly from mainland manufacturers:

(i) Add your manufacturer's selling price and your landing costs. Then multiply this amount by 1.70. The resulting price is your ceiling price.

(2) For sales of articles purchased directly from mainland wholesalers:

(i) Add your wholesaler's selling price and your landing costs. Then multiply this amount by 1.36. The resulting price is your ceiling price.

(3) For sales of articles imported from the mainland and purchased from local wholesalers out of locally warehoused stock:

(i) Add your wholesaler's selling price and an amount equal to local transportation charges actually incurred by you not to exceed public (common or contract) carrier rates. Then multiply this amount by 1.36. The resulting price is your ceiling price.

(4) For sales of articles imported from the mainland and purchased from local wholesalers on a drop shipment basis:

(i) Add your manufacturer's selling price and your landing costs. Then multiply this amount by 1.70. The resulting price is your ceiling price.

(5) For sales of all locally manufactured articles:

(i) Add your manufacturer's selling price and an amount equal to local transportation charges actually incurred by you not to exceed public (common or contract) carrier rates. Then multiply this amount by 1.70. The resulting price is your ceiling price.

[Paragraphs (a), (b) and (c) amended by Am. 67, 9 F.R. 6885, effective 5-8-44]

(d) *Landing costs.* (1) "Landing cost" for articles imported from the mainland shall be the total of the following amounts:

(i) An amount equal to the transportation charges, if any, actually incurred by the purchaser for transportation from the mainland point at which the purchaser received delivery to the mainland port of shipment (including Federal Transportation Tax and terminal charges) not in excess of public (common or contract) carrier rates.

(ii) An amount equal to mainland storage charges and insurance in connection therewith actually incurred by the purchaser. The charges for storage and insurance in connection therewith in excess of three months shall not be included.

(iii) An amount equal to cartage charges actually incurred by the purchaser for cartage from warehouse to dock in port of shipment, not in excess of public (common or contract) carrier rates.

(iv) An amount equal to charges for ocean freight, War Risk and Marine insurance actually incurred by the purchaser, and there may be included in this amount Territorial tolls and tonnage tax as shown on the bill of lading. However, the amount by which any cost of War Risk insurance exceeds the rates charged by the War Shipping Administration shall not be included, but the type of coverage is at the discretion of the buyer and seller.

(v) An amount equal to cartage charges in the Port of Entry in the Territory of Hawaii from dock to establishment of the purchaser, computed at a rate not in excess of $1.20 per ton weight or measurement: *Provided,* That a commodity is moved from a dock at the purchaser's expense.

(2) "Landing cost" in cases of Inter-Island shipments. In cases where the article has been shipped from one island to another island in the Territory of Hawaii, the following additional charges may be added to those set forth in subparagraph (1), above:

(i) An amount equal to the actual transportation cost to be computed in accordance with the applicable provisions of subdivisions (ii), (iv) and (v), above.

(3) If an identical item on hand in the wholesaler's or retailer's stock has two or more different landing costs then the "landing cost" for the item may, at the option of the seller, be determined by calculating a weighted average "landing cost" for the entire inventory of that identical item on hand. Weighted average "landing cost" shall be calculated as follows:

(i) Each different landing cost shall be multiplied by the number of units having such landing cost. The products of such multiplication shall be added and the sum thereof divided by the total number of units for which the weighted average landing cost is desired. The quotient or result of such division is the weighted average landing cost.

(e) *Delivery charges.* (1) No charges for deliveries may be made for the following deliveries:

(i) Between Wialupi Radio Station, Kapalama Canal and the mountain range on the Island of Oahu.

(ii) Within a radius of five miles of the seller's place of business on all other islands. However, you may not refuse to make free delivery within the free delivery zones above unless it was not your practice, as a seller, during April, 1942 to make free deliveries in these zones.

(2) For deliveries other than those specified in subparagraph (1), above, you may add an amount not in excess of the charge currently made by common or contract carriers for such services. Any charge made for delivery must be separately stated and shown on the invoice used in connection with the sale.

(f) *Records and reports.* For the purposes of this section, this paragraph supersedes the provisions of section 10 of this regulation.

(1) Required of persons making sales at wholesale.

(i) *Purchase records:* If you make sales of any furniture or bedding article covered by this section at wholesale, you must keep and make available for examination by the Office of Price Administration for so long as the Emergency Price Control Act of 1942 remains in effect complete and accurate records of each purchase of each such article showing:

(a) The date of purchase and the date of receipt.

(b) The name and address of the seller.

(c) A description of the article purchased, including the manufacturer's lot number.

(d) The price paid or charged.

(e) The quantity purchased.

(f) The manufacturer's selling price if priced under (b) (1) and (b) (2), above, or the invoice cost if purchased under (b) (3), above. If you did not purchase the article from the manufacturer, but rely upon your vendor's written statement of the manufacturer's selling price, you shall keep such statement.

(g) All data including purchase, freight and other invoices or memoranda reflecting the charges incurred by you in arriving at your landing cost.

(ii) *Sales records:* If you make sales of any furniture and bedding articles covered by this section at wholesale you shall invoice each sale of each such article. A copy of this invoice shall be made and kept by you for examination by the Office of Price Administration for so long as the Emergency Price Control Act of 1942, as amended, remains in effect. The original invoice shall be delivered to the buyer and shall state:

(a) The date of sale.

(b) Itemized list of articles sold.

(c) A description of the articles sold, including the manufacturer's lot number.

(d) The manufacturer's selling price for each such article if the ceiling price at wholesale is determined under (b) (2).

(e) Your ceiling price at wholesale for each article.

(f) The price charged or received.

(2) Required of persons making sales at retail. The retailer may list the information required below on each purchase invoice covering the article. If the retailer did not purchase the article from the manufacturer but is relying upon his supplier's written statement of the manufacturer's selling price he shall keep such statement and make it available for examination by this Office for so long as the Emergency Price Control Act of 1942, as amended, remains in effect. The retailer shall likewise keep and make available for examination by this Office for so long as the Emergency Price Control Act of 1942, as amended, remains in effect, his purchase invoice covering that article.

(i) *Purchase records:* If you make sales at retail of any furniture and bedding article you must keep and make available for examination by this Office for so long as the Emergency Price Control Act of 1942, as amended, remains in effect complete and accurate records of each purchase of each such article, showing:

(a) The date of purchase and date of receipt.

(b) The name and address of the seller.

(c) A description of the article purchased, including the manufacturer's lot number.

(d) The manufacturer's selling price if priced under (c) (1), (c) (4) or (c) (5), above.

(e) The invoice cost if priced under (c) (2), or (c) (3), above.

(f) The price paid or received.

(g) The retailer's ceiling price.

(ii) *Sales records:* If you make sales of any furniture and bedding article at retail you shall invoice each sale of each such article. A copy of this invoice shall be made and kept by you for examination by the Office of Price Administration for so long as the Emergency Price Control Act of 1942, as amended, remains in effect. The original invoice shall be given to the buyer, and shall state:

(a) The date of sale.

(b) Itemized list of the articles sold.

(c) A description of the articles sold, including the manufacturer's lot number.

(d) Your ceiling price at retail.

(e) The price charged or received.

(3) Every retailer shall keep and make available for examination by this office, for so long as the Emergency Price Control Act of 1942, as amended, remains in effect, records of the same kind as he has customarily kept relating to the price charged for such article and in addition records showing as precisely as possible the basis upon which he determined the maximum price for such article.

(g) *Posting and marking of price.* For the purpose of this section, this paragraph supersedes the provisions of section 10 (b) of Maximum Price Regulation No. 373.

(1) *Posting.* On and after the effective date of this section, if you sell any furniture and bedding item at retail, you shall post in a conspicuous place in a manner plainly visible to and understandable by the purchasing public in the department or portion of the premises where such article is sold or offered for sale, a sign stating: "Each article of furniture and bedding in this store (or on this counter, shelf, or in this case, bin or rack) is marked and sold at our ceiling price or less."

(h) *Inability to determine maximum prices.* If you are unable to determine your maximum price for any article covered by this section, you shall apply to the Office of Price Administration for the establishment of a maximum price.

(i) *Definitions.* (1) "Manufacturer's selling price" means the price at which the manufacturer of the article sold and invoiced it f. o. b. factory, less all discounts and allowances except cash discounts up to 2%, and before the addition of any premium or other charge permitted under the Second Revised Maximum Export Price Regulation.

(2) "Wholesaler's selling price" means the price appearing on the wholesaler's invoice to the retailer, less all discounts and allowances except cash discounts up to 2%, and before the addition of any premium or other charge permitted under the Second Revised Maximum Export Price Regulation.

(3) "Out of stock sales" means sales of articles which the seller carries in stock, sells out of stock, and which were invoiced and received at the establishment of the seller.

(4) "Sales on a drop shipment basis" means sales of articles which were not delivered out of stock, but are consigned to the seller, but are not shipped to the establishment of the seller.

[Sec. 67 added by Am. 60, 9 F.R. 6259, effective 5-1-44]

SEC. 68. *Manufacturer's ceiling prices for sales of locally produced furniture and bedding*—(a) *Scope of this section.* This section applies to all sales by manufacturers of locally produced furniture and bedding. The term "furniture and bedding" includes:

(1) *Living room furniture:* All types of upholstered furniture, whether entirely or partially upholstered, and shall include studio couches, punees, punee cushions, hassocks and ottomans.

(2) *Case goods:* All types and pieces of bedroom and dining room furniture and shall include all types of novelty and occasional furniture such as end tables, coffee tables, smoking stands, mirrors, wall racks, radio cabinets that are sold without the radio set installed, record cabinets, folding chairs, folding card tables, ice-refrigerators, (except electric), kitchen tables and chairs, bases, cabinets, dinette sets, stools and bars.

(3) *Outdoor and Lanai furniture:* All types of furniture used on lanais or outdoors, whether stationary or collapsible, and shall include steamer and deck chairs, portable barbecue sets, hammocks of all types, umbrellas, portable awnings or sun shades, cabanas.

(4) *Juvenile furniture and bedding:* All types of juvenile furniture, chests, cribs, bunks, chairs and tables, all types of mattresses and protective pads, bassinets; but shall not include such items as are used for children's entertainment such as slides, sand boxes, swings for larger children, velocipedes or wagons.

(5) *Beds and bedding:* All types of beds and cots, including folding or collapsible types; all types of bedding made of new materials and bedding made with reprocessed cotton, hair and feathers and down, including domestic pads (but not including domestics such as sheets, pillow cases, blankets and comforters), and all types of bed springs, regardless of material used for construction.

(6) *Office furniture:* All types of office furniture, tables, such as are used for supporting machines, filling cabinets

and other cabinets; but shall not include safes or any type of office machines.

(7) *Institutional furniture:* All types of institutional furniture and such items as are used for similar purposes as household furniture; and shall include portable blackboards, map cases or racks, tablet arm chairs; all types of hospital furniture other than surgical or medical appliances, wheel chairs, invalid chairs and bed trays.

(8) *Unpainted furniture:* All types of unpainted furniture. The term furniture and bedding does not include lamps, floor coverings, rugs, stoves or musical instruments. However, the term furniture and bedding as used in this section applies to new furniture and bedding. Used or reconditioned furniture and bedding is not covered by this section other than bedding made from reprocessed cotton, hair, feathers and down.

The term "manufacturer" means the person who makes the first sale of a furniture and bedding article listed above after the article has been completed to a point indicated by the terminology stated in this paragraph (a).

(b) *Ceiling prices.* If you are a manufacturer you calculate your ceiling prices for any locally produced furniture or bedding article in the following manner:

(1) Multiply your current cost per unit of direct labor and materials involved in the production of the article by 1.30. The resulting price is your ceiling price.

However, prior to offering any furniture and bedding article for sale, you must comply with the applicable reporting provision set forth in subparagraphs (2) (i) and (2) (ii), below.

(2) *Reports of ceiling prices*—(i) *Articles first offered for sale before the effective date of this section.* In the case of articles first offered for sale before the effective date of this section for which a ceiling price was determined under the General Maximum Price Regulation for the Territory of Hawaii, the manufacturer shall report the new ceiling price for the item as determined under subparagraph (1), above, to the Office of Price Administration, Iolani Palace, Honolulu, T. H., on or before May 30, 1944. The report shall contain a description of the article being priced including the manufacturing process and the current unit material cost and wage rates involved in the production of the item. At any time prior to May 30, 1944, the manufacturer may offer for sale, sell or deliver the item at a tentative price if he informs the purchaser that the maximum price is calculated under subparagraph (1), above. Fifteen days after mailing the report, in the absence of a contrary direction from the Office of Price Administration, he may offer for sale or complete the sale of the article at the price reported. Such price shall be subject to adjustment (not to apply retroactively) at any time on the written order of the Office of Price Administration.

(ii) *Articles offered for sale after the effective date of this section.* In the case or articles first offered for sale after the effective date of this section, the manufacturer shall submit to the Office of Price Administration, Iolani Palace, Honolulu, T. H., the report required in subparagraph (2) (i), above, prior to first offering the article for sale. Fifteen days after mailing the report, in the absence of contrary direction from the Office of Price Administration, the manufacturer may offer the article for sale at the price reported. Such price shall be subject to adjustment (not to apply retroactively) at any time on the written order of the Office of Price Administration.

(iii) *Example of report required in subparagraph (2), above.* If the item involved is a dressing table, 24" x 16" x 12", the manufacturer should state in his description of his direct cost of materials, the number of feet of lumber used, the type of lumber, the cost per foot of lumber used, whether the lumber is finished or not, the number of drawers contained in the item, the type of article, and any other information pertinent to the cost of materials. In his statement of wage rates involved, he should submit the number of hours of labor involved, for carpentry, painting and upholstering, etc., and the wage rate per hour for each type of labor.

(c) *Inability to determine maximum prices.* If you are unable to determine your maximum price for any article covered by this section, you shall apply to the Office of Price Administration for the establishment of a maximum price.

(d) *Delivery charges.* (1) No charges for deliveries may be made for the following deliveries:

(i) Within the area bounded by Wialupi Radio Station, Kapalama Canal and the mountain range on the Island of Oahu,

(ii) Within a radius of five miles of the seller's place of business on all other Islands. However, you may not refuse to make free delivery within the free delivery zones above unless it was not your practice, as a seller during April, 1942, to make free deliveries in these zones.

(2) For deliveries other than those specified in subparagraph (1), above, you may add an amount not in excess of the charge currently made by common or contract carriers for such services. Any charge made for delivery must be separately stated and shown on the invoice used in connection with the sale.

(e) *Records and invoices.* Sections 10 (a) (2), (10 (b), 10 (c) and 10 (d) of this regulation shall not apply to this section.

In addition to such records required to be kept under section 10 (a) (1) of this regulation, every manufacturer of furniture and bedding must keep and make available for examination by the Office of Price Administration for so long as the Emergency Price Control Act of 1942, as amended, remains in effect, the following records:

(i) Delivered cost of materials used.

(ii) Material supplier's name.

(iii) Description of material purchased.

(iv) Purchase price.

(v) Date of purchase and amount of purchase.

(vi) All factory production records, time sheets, job tickets, and payroll records and any other data affecting labor costs.

(f) *Sales invoices.* Every manufacturer shall invoice each sale of furniture. A copy of the invoice shall be delivered to the buyer and shall state:

(i) Date of sale.

(ii) Name and address of the buyer and seller.

(iii) Itemized list of articles sold.

(iv) Description of articles sold, including manufacturer's lot number.

(v) The price charged or received.

(vi) Delivery charges.

A copy of this invoice shall be kept by the manufacturer for examination by the Office of Price Administration for so long as the Emergency Price Control Act of 1942, as amended, shall remain in effect.

[Sec. 67 added by Am. 60, 9 F.R. 6259, effective 5-15-44]

Issued this 22d day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10965; Filed, July 22, 1944; 11:42 a. m.]

PART 1499—COMMODITIES AND SERVICES

[Order 659 Under 3 (b)]

CHICOPEE MFG. CORP.

Order No. 659 under § 1499.3 (b) of the General Maximum Price Regulation.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, it is ordered:

§ 1499.2162 *Maximum prices for wholesalers and retailers of Chix "Diposies" manufactured by Chicopee Manufacturing Corporation.* (a) The maximum prices for the sale by wholesalers and retailers of Chix "Disposies", disposable diaper pads, manufactured by Chicopee Manufacturing Corporation, New Brunswick, New Jersey shall be:

Sales at Wholesale	*Maximum price*
Lots of 3 cases or more	$11.70 per case of 18 boxes.
Lots of less than 3 cases	12.24 per case of 18 boxes.
These maximum prices are subject to terms of 3/10 E. O. M.	
Sales at Retail	
East of Denver	$1.00 per box.
Denver and West	1.10 per box.

(b) Except as modified by this order, the provisions of the General Maximum Price Regulation shall apply to all sales and deliveries of Chix "Disposies".

(c) This order may be amended or revoked by the Price Administrator at any time.

This order shall become effective July 22, 1944.

(56 Stat. 23, 765; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 22d day of July 1944.

JAMES G. ROGERS, Jr.
Acting Administrator.

[F. R. Doc. 44-10968; Filed, July 22, 1944; 11:40 a. m.]

PART 1351—FOOD AND FOOD PRODUCTS

[RMPR 271, Corr. to Amdt. 18 [1]]

POTATOES AND ONIONS

In Table V in section 24 as it appears in Amendment 18, the item opposite Oregon in the column under "producing area" for the period 1944; July 15–31–August–September is corrected by adding the counties of Crook and Deschutes to the list of counties beginning with Curry, and by causing the word Harvey to read Harney.

This correction shall be effective as of July 11, 1944.

Issued this 24th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-11053; Filed, July 24, 1944; 11:43 a. m.]

PART 1377—WOODEN CONTAINERS

[MPR 481,[2] Amdt. 5]

SLACK STAVES, HEADING AND COOPERAGE

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

In section 4, the part of Table III headed "For additional thicknesses all sizes and species" is deleted.

This amendment shall become effective July 29, 1944.

Issued this 24th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-11055; Filed, July 24, 1944; 11:43 a. m.]

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 7771, 7852.

[2] 8 F.R. 14312, 16790; 9 F.R. 2946, 3512, 4985.

PART 1404—RATIONING OF FOOTWEAR

[RO 17,[1] Amdt. 70]

SHOES

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 1.14(e) is added to read as follows:

(e) The officer in charge of athletic activities for any post, camp or station of the armed services of the United Nations may acquire a certificate (OPA Form R–1705A) for the number of pairs of athletic shoes needed for the carrying on of athletic activities at the camp, post or station. Application for the certificate shall be made to the nearest District Office on OPA Form R–1702. The District Office on approving the application shall issue a certificate (OPA Form R–1705A) for the number of pairs of athletic shoes needed.

This amendment shall become effective July 28, 1944.

Issued this 24th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-11056; Filed, July 24, 1944; 11:42 a. m.]

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 16,[2] Amdt. 5 to 2d Rev. Supp.]

MEAT, FATS, FISH AND CHEESES

Second Revised Supplement 1 to Revised Ration Order 16 is amended in the following respects:

1. The Official Table of Consumer Point Values (No. 16), referred to in § 1407.3027 (a), is amended by increasing the point value of "creamery butter" to 16 points per pound.

2. Section C, Fats, Oils, and Dairy Products, of the Official Table of Trade Point Values (No. 16), referred to in § 1407.3027 (a), is amended by increasing the point value of "creamery butter" to 15.7 points per pound.

This amendment shall become effective at 12:01 a. m. July 23, 1944.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719, E.O. 9280, 7 F.R. 10179; WPB Directive 1, 7 F.R. 562; and Supp. Dir. 1–M, 7 F.R. 8234; War Food Order No. 56, 8 F.R. 2005, 9 F.R. 4319; War Food Order No. 58, 8 F.R. 2251, 9 F.R. 4319; War Food Order No. 59, 8 F.R. 3471, 9 F.R. 4319; War Food Order No. 61, 8 F.R. 3471, 9 F.R. 4319)

Issued this 22d day of July 1944.

JAMES F. BROWNLEE,
Acting Administrator.

[F. R. Doc. 44-10991; Filed, July 22, 1944; 4:29 p. m.]

[1] 8 F.R. 15839, 16605, 16996; 9 F.R. 92, 573, 764, 2232, 2656, 2947, 2829, 3340, 3944, 4391, 5254, 5805, 6233, 6647, 6455, 7080, 7773.

[2] 9 F.R. 6731.

PART 1418—TERRITORIES AND POSSESSIONS

[MPR 395–A,[1] Amdt. 1]

DISTILLED SPIRITS SHIPPED FROM THE VIRGIN ISLANDS OF THE UNITED STATES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith has been filed with the Division of the Federal Register.*

Maximum Price Regulation No. 395–A is amended in the following respects:

1. Section (1) (a) is amended to read as follows:

(a) *Generally.* This regulation applies to all sales of rum produced in the Virgin Islands (U. S.) and ultimately destined for shipment to the continental United States, regardless of where the sale is consummated.

2. Section 7 is amended to read as follows:

SEC. 7. *Intra-island sales*—(a) *Bulk maximum prices.* Maximum prices for local sales in bulk of rum produced in the Virgin Islands (U. S.) and ultimately destined for shipment to the continental United States shall be $2.65 per proof gallon ex processor's plant. The seller shall file with the Office of Price Administration, St. Thomas, Virgin Islands, (U. S.), duplicate copies of invoices covering every sale made pursuant to this paragraph within three days following such sale. The seller shall also notify each purchaser that the purchaser is required to file with the Office of Price Administration, St. Thomas, Virgin Islands (U. S.), a statement showing the date of sale, the quantity purchased and his certification that all of such rum is ultimately destined for shipment to the continental United States.

(b) *Bottled maximum prices.* Any person in the Virgin Islands (U. S.) who desires to sell to another person therein bottled rum produced in the Virgin Islands and ultimately destined for shipment to the continental United States may apply to the Territorial Director of the Office of Price Administration for the Virgin Islands (U. S.) for a maximum price applicable to such sale. The Territorial Director in his discretion may issue an order authorizing a maximum price not in excess of the maximum prices established in section 2 (b) upon being satisfied that such rum is ultimately destined for shipment to the continental United States.

This amendment shall become effective July 29, 1944.

NOTE: The reporting and record-keeping provisions of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 24th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-11057; Filed, July 24, 1944; 11:42 a. m.]

[1] 9 F.R. 1662.

PART 1439—UNPROCESSED AGRICULTURAL COMMODITIES

[2d Rev. MPR 346,[1] Amdt. 3]

CORN

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Second Revised Maximum Price Regulation No. 346 is hereby amended in the following respects:

1. The definition of "merchandiser" in section 3 is amended to read as follows:

"Merchandiser" means a person, other than one acting in the capacity of a producer, country shipper or importer, who sells corn owned by him in carload quantities.

2. The definition of "sale at wholesale" in section 3 is amended to read as follows:

"Sale at wholesale" means a sale of corn in less than carload quantities by a person, other than one acting in the capacity of a producer, country shipper or importer, to (1) any person other than a feeder; or (2) a feeder in quantities of 30,000 pounds or more.

3. The definition of "sale at retail" in section 3 is amended to read as follows:

"Sale at retail" means a sale of corn in less than a carload quantity by a person, other than one acting in the capacity of a producer, country shipper or importer, to a feeder in quantities of less than 30,000 pounds.

4. Section 3 is amended by adding the following definitions:

"United States", when it refers to an area, means the 48 states and the District of Columbia.

"Importer" means with respect to any lot of corn grown outside the United States, the first person who owns such lot after entry into the United States, and who sells it through his office located in the United States, or who processes it at his plant located within the United States.

"Imported corn" means any lot of corn grown outside the United States which is either to be imported into the United States, or still owned by the importer of such lot.

5. Section 6 (d) (4) (iii) is added to read as follows:

(iii) On the sale in the United States by any person other than the importer of any corn grown outside the United States, the maximum price on such sale shall never include more than one broker's maximum service charge, one merchandiser's maximum markup, and one charge for elevation and handling after movement of the corn by rail or barge from the port of discharge.

6. Section 20 (j) is added to read as follows:

(j) *Formula price for imported corn.* The formula price for imported corn delivered by vessel to a port of discharge in the United States, shall be as follows:

(1) Corn grading No. 1 or 2	$1.25 per bushel
(2) Lower grades or qualities	$1.25 per bushel less the appropriate discounts set forth in Section 20 (f).

7. Section 21 is added to read as follows:

SEC. 21. *Maximum prices for sales by importers.* The maximum price per bushel, bulk, for the sale of any imported corn by the importer shall be the sum of the following:

(a) The formula price for imported corn;

(b) Where incurred by the importer, the expenses incurred (not in excess of any published rates therefor) for any or all of the following:

(1) Taking delivery of the corn from vessel in accordance with the clauses and terms of the ocean bill of lading;

(2) Costs of landing, including lighterage and marine and out-turn insurance while in the lighter;

(3) Clearing through customs, including any taxes and tolls (but excluding import duties) assessed against the corn at port of discharge;

(4) Inspection and weighing from the vessel;

(5) Handling through elevator, warehouse or other facility into conveyance for inland transportation including coopering;

(c) If the importer ships the corn to any point in any state bordering on the Atlantic or Pacific Ocean or the Gulf of Mexico, or to any point in Vermont, Pennsylvania, West Virginia, Kentucky, Tennessee, Arkansas, Oklahoma, Idaho, Nevada, Utah, or Arizona, his transportation cost, if any, from the point of discharge to destination; and

(d) The appropriate one of the following markups:

	Cents per bushel
(1) If the importer sells the corn in a carload quantity	1¼
(2) If the importer sells the corn in a less than carload quantity to any person other than a feeder or to a feeder in quantities of 30,000 pounds or more	2½
(3) If the importer sells the corn to a feeder in quantities of less than 30,000 pounds	5

This amendment shall become effective July 29, 1944.

Issued this 24th day of July 1944.

CHESTER BOWLES,
Administrator.

Approved: July 13, 1944.

GROVER B. HILL,
Acting War Food Administrator.

[F. R. Doc. 44-11058; Filed, July 24, 1944; 11:43 a. m.]

PART 1439—UNPROCESSED AGRICULTURAL COMMODITIES

[MPR 496,[1] Amdt. 5]

VEGETABLE SEEDS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation 496 is amended in the following respects:

1. Section 3 (b) (7) is added to read as follows:

(7) Of dry commercial field bean seeds.

2. Section 5 (d) is amended to read as follows:

(d) The maximum prices for the sale or delivery of beet, carrot, onion, rutabaga, and turnip seeds by a farmer-producer shall be:

Kind of seed:	*Maximum price Per pound*
Beet (all varieties):	
Roots furnished by commercial grower	$0.25
Roots furnished by farmer-producer	.30
Carrot:	
Produced in California:	
Roots furnished by commercial grower:	
Nantes variety	.50
All other varieties	.45
Roots furnished by farmer-producer:	
Nantes variety	.57
All other varieties	.52
Produced in States other than California:	
Roots furnished by commercial grower:	
Nantes	.45
Other varieties	.40
Roots furnished by farmer-producer:	
Nantes	.52
Other varieties	.47
Onion:	
Produced in California:	
Bulbs furnished by commercial grower:	
Sweet Spanish (yellow)	1.00
Sweet Spanish (white)	1.25
Southport White Globe	1.25
White Portugal	1.15
Yellow Globe	1.00
Ebenezer	1.00
Bulbs furnished by farmer-producer:	
Sweet Spanish (yellow)	1.35
Sweet Spanish (white)	1.60
Southport White Globe	1.60
White Portugal	1.50
Yellow Globes	1.35
Ebenezer	1.35
Produced in States other than California:	
Bulbs furnished by commercial grower:	
Sweet Spanish (yellow)	1.25
Sweet Spanish (white)	1.25
Southport White Globe	1.10
White Portugal	1.00
Yellow Globes	.85
Ebenezer	.75

Kind of seed: Onion—Continued.	*Maximum price Per pound*
Bulbs grown by farmer-producer:	
Sweet Spanish (yellow)	$1.60
Sweet Spanish (white)	1.60
Southport White Globe	1.45
White Portugal	1.35
Yellow Globes	1.20
Ebenezer	1.10

For varieties of onion seed not mentioned above, the farmer-producer shall determine his maximum price by adding to or subtracting from the maximum price for the most similar variety for which a maximum price is established above, the premium or discount, as the case may be, in dollars and cents normal to the trade during the period January 1 to May 31, 1943, for the variety to be priced in relation to said most nearly similar variety for which a maximum price is established; and the resultant figure shall be his maximum price for the variety in question.

Turnip and Rutabaga	$0.15

plus transportation charges from the farm where grown to the buyer's receiving point by a usual route and method of transportation.

This amendment shall become effective July 29, 1944.

Issued this 24th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

Approved: July 13, 1944.

GROVER B. HILL,
Acting War Food Administrator.

[F. R. Doc. 44-11059; Filed, July 24, 1944; 11:42 a. m.]

Chapter XIII—Petroleum Administration for War

[Recommendation 8,[1] Revocation]

PART 1504—PROCESSING AND REFINING

AVIATION GASOLINE

Recommendation No. 8 of the Office of Petroleum Coordinator for National Defense is hereby revoked, effective immediately.

(E.O. 9276, 7 F.R. 10091; E.O. 9319, 8 F.R. 3687)

Issued this 24th day of July 1944.

RALPH K. DAVIES,
Deputy Petroleum Administrator for War.

[F. R. Doc. 44-11050; Filed, July 24, 1944; 11:26 a. m.]

[Recommendation 16,[2] Revocation]

PART 1504—PROCESSING AND REFINING

AVIATION GASOLINE

Sections 1504.10 to 1504.18, inclusive (Recommendation No. 16 of the Office of Petroleum Coordinator for National Defense), are hereby revoked, effective immediately.

(E.O. 9276, 7 F.R. 10091; E.O. 9319, 8 F.R. 3687)

Issued this 24th day of July 1944.

RALPH K. DAVIES,
Deputy Petroleum Administrator for War.

[F. R. Doc. 44-11051; Filed, July 24, 1944; 11:26 a. m.]

[Petroleum Directive 77]

PART 1535—PETROLEUM PROCESSING AND REFINING

HIGH-OCTANE AVIATION GASOLINE

The fulfillment of the requirements for the defense of the United States has created in certain areas a shortage in the supply of aviation gasoline for defense, for private account, and for export; and the following directive is deemed necessary for the prosecution of the war and to provide adequate supplies of aviation gasoline for military and other essential uses.

§ 1535.4 *Petroleum Directive 77.* (a) *Scope and purpose.* This directive governs the manufacture, blending, transfer, and delivery of high-octane aviation gasoline and its components. It also describes the functions of the two governmental agencies which exercise coordinate jurisdiction in this field, and specifies how to make application to them for authority to act.

The Petroleum Administration for War is an executive agency deriving its authority from Executive Orders 9276 and 9319. The Aviation Petroleum Products Allocation Committee is a subcommittee of the Munitions Assignment Committee (Air), and derives its authority from directives of the Combined Chiefs of Staff dated June 12, 1942, and September 25, 1943.

The Petroleum Administration for War Controls all transfers within the petroleum industry of aviation-grade base stock, blending agents, and high-octane aviation fuel. The Petroleum Administration for War instructs industry with respect to specifications for the types and grades of high-octane aviation fuel which shall be manufactured or blended in regular commercial production. For the manufacture or blending of any other grade or type of fuel, such as experimental fuels, specific authorization must be obtained from the Petroleum Administration for War.

The Petroleum Administration for War and the Aviation Petroleum Products Allocation Committee exercise joint control over all deliveries, from the petroleum industry to consumers (or their agents), of blending agents, aviation-grade base stock, and high-octane aviation fuel. After the Aviation Petroleum Products Allocation Committee has made an assignment to the War Department, the Navy Department, or for export to any person, delivery cannot be made until, in addition to the assignment by the Aviation Petroleum Products Allocation Committee, a release for each specific quantity to be assigned has been issued by the Petroleum Administration for War. An assignment by the Aviation Petroleum Products Allocation Committee is deemed to carry such release by the Petroleum Administration for War automatically in all cases other than deliveries to the War Department, the Navy Department, or for export.

Consumption of finished high-octane aviation fuel within the petroleum industry (for instance, in research) requires release in advance by the Petroleum Administration for War, which is deemed to carry with it automatically the approval of the Aviation Petroleum Products Allocation Committee.

(b) *Definitions.* (1) "Person" means any individual, partnership, association, business trust, corporation, governmental corporation or agency, or any organized group of persons, whether incorporated or not.

(2) "Blending agents" means materials suitable for use in the manufacture of aviation gasoline, such as, but not limited to, iso-octane, alkylate, hydrocodimer, hot acid octanes, neohexane, isopentane, and cumene. It also means toluene, xylenes, and other aromatic components which are released by the War Production Board to the Aviation Gasoline Program.

(3) "Aviation-grade base stock" means gasoline (either straight-run or cracked) which meets then current Army-Navy specifications for aviation gasoline stability after the addition of inhibitors, and which tests 87 O. N. or higher by the ASTM Aviation Method (ASTM D614-43T) after the addition of the amount of tetraethyl lead then authorized by current Army-Navy specifications for aviation gasoline of 87 octane number.

(4) "High octane aviation fuel" means finished aviation gasoline which has an octane rating of 87 or more (ASTM D357-42T), or which would have an octane rating of 87 or more by said method after the addition of sufficient tetraethyl lead to bring the total thereof up to the total tetraethyl lead content then authorized by current Army-Navy specifications for aviation gasoline of 87 octane number.

(c) *Limitations upon transfers.* No person shall deliver or transfer blending agents, aviation-grade base stock, or high-octane aviation fuel to any other person except as authorized or directed by the agency having jurisdiction, as set forth in paragraph (a).

(d) *Limitations upon use.* No person, unless otherwise authorized by the agency having jurisdiction as set forth in paragraph (a), shall use or consume blending agents or aviation-grade base stock otherwise than in the production and blending of the regular types and grades of high-octane aviation fuel as directed by the Petroleum Administration for War. No person shall use or consume high-octane aviation fuel unless, and until, assignment of such fuel has been made by the agency having jurisdiction as set forth in paragraph (a).

(e) *Applications for authority.* (1) Applications to the Aviation Petroleum Products Allocation Committee for as-

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 16606, 17512; 9 F.R. 2021, 3426, 4610, 6628, 7425.

[1] 8 F.R. 16210, 9 F.R. 1716, 3094, 5076, 5805.

[1] 7 F.R. 1802.

[2] 6 F.R. 6433.

signments of high-octane aviation fuel, or for authority to deliver blending agents or aviation-grade base stock to persons not in the petroleum industry, shall be made upon such forms as may be prescribed from time to time. Such applications shall be addressed to the Executive Secretary, Aviation Petroleum Products Allocation Committee, Interior Building, Washington 25, D. C.

(2) Applications to the Petroleum Administration for War for authority for transfers within the petroleum industry, or for release of materials assigned by the Aviation Petroleum Products Allocation Committee, or for authority to consume finished fuel within the petroleum industry, shall be made in writing in such forms as the applicant may elect. Such applications shall be addressed to the Refining Division, Petroleum Administration for War, Interior Building, Washington 25, D. C.

(f) *Surveys and recommendations by committees.* The Refining Committees of the several Districts of the Petroleum Administration for War, and such Subcommittees on Aviation Gasoline (of nation-wide or District-wide jurisdiction) as have been or may hereafter be appointed, shall, from time to time, obtain, compile, and analyze, as directed by the Petroleum Administration for War, all pertinent and available facts, figures, and other data with respect to the production of all grades of aviation gasoline, including, but not limited to, information concerning the existence, location, and availability of all grades of aviation gasoline base stocks and aviation gasoline blending agents held within the petroleum industry, aviation gasoline manufacturing patents and processes, the capacity of existing aviation gasoline production and manufacturing facilities, and the possibilities of expansion of facilities now employed for such purposes, as well as the conversion thereto of facilities not now so employed. The Refining Committees and the Subcommittees on Aviation Gasoline shall recommend to the Petroleum Administration for War such measures as they deem necessary or proper for improving the quantity or quality of aviation gasoline.

(g) *Applications for exception.* Any person affected by this directive who considers that compliance therewith would work an exceptional and unreasonable hardship upon him may file an application for exception, setting forth the pertinent facts and reasons why he considers himself entitled to relief. Applications for exception shall be addressed to the Director of Refining, Petroleum Administration for War, Interior Building, Washington 25, D. C.

(h) *Effective date.* This directive shall take effect on the date of issuance.

(E.O. 9276, 7 F.R. 10091; E.O. 9319, 8 F.R. 3687).

Issued this 24th day of July, 1944.

RALPH K. DAVIES,
Deputy Petroleum Administrator for War.

[F. R. Doc. 44-11040; Filed, July 24, 1944; 11:26 a. m.]

[Petroleum Distribution Order 21,[1] Amdt. 1]

PART 1543—PETROLEUM PROCESSING, REFINING, AND MARKETING

PREMIUM MOTOR FUEL

Section 1543.1 (Petroleum Distribution Order No. 21) is hereby amended by changing subparagraph (5) of paragraph (a), and paragraph (b) to read as follows:

(a) *Definitions.* (5) "Base period" means, in the States of Washington, Oregon, California, Nevada, and Arizona, and in the Territories of Alaska and Hawaii, the three months period immediately preceding June 1, 1944, and in all other States of the United States, the six months period immediately preceding April 1, 1944.

(b) *Limitation on manufacture of premium motor fuel.* After the effective date of this order, the percentage of premium motor fuel manufactured by any person:

(1) In the States of Washington, Oregon, California, Nevada, and Arizona, and in the Territories of Alaska and Hawaii, based on his total manufacture of gasoline, shall not exceed nine-twentieths of the percentage of premium motor fuel, based upon total gasoline, which he manufactured during the base period; and

(2) In all other States of the United States, based upon his total manufacture of gasoline, shall not exceed one-half of the percentage of premium motor fuel, based upon total gasoline, which he manufactured during the base period.

Computation to determine that the amount of premium motor fuel manufactured by any person is within this limitation shall be made on the basis of successive three months periods, the first of which shall commence on July 1, 1944.

Nothing in this order shall be construed to limit in any way the volume of gasoline of any grade or type which any person may manufacture or deliver to the Army or Navy.

(E.O. 9276, 7 F.R. 10091; E.O. 9125, 7 F.R. 2719; E.O. 9319, 8 F.R. 3687; WPB Directive No. 30, 8 F.R. 11559; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 21st day of July 1944.

RALPH K. DAVIES,
Deputy Petroleum Administrator for War.

[F. R. Doc. 44-11041; Filed, July 24, 1944; 11:26 a. m.]

TITLE 50—WILDLIFE

Chapter I—Fish and Wildlife Service, Department of the Interior

Subchapter Q—Alaska Commercial Fisheries

PART 211—PRINCE WILLIAM SOUND AREA FISHERIES

Effective only through December 31, 1944, § 211.12, Areas Open to Salmon Traps is amended as follows: Paragraph (v) is hereby suspended.

OSCAR L. CHAPMAN,
Assistant Secretary.

JULY 17, 1944.

[F. R. Doc. 44-10998; Filed, July 24, 1944; 9:53 a. m.]

[1] 9 F.R. 6952.

Notices

DEPARTMENT OF LABOR.

Wage and Hour Division.

ST. THOMAS AND ST. JOHN, VIRGIN ISLANDS

NOTICE OF HEARINGS ON MINIMUM WAGE RECOMMENDATIONS

Notice of hearings on the minimum wage recommendations of the Special Industry Committee for the municipality of Saint Thomas and Saint John, Virgin Islands, for the liquor, shipping, property motor carrier, wholesaling, electric power, communications, bay oil, bay rum and miscellaneous manufacturing industries in such municipality and of the Special Industry Committee for the municipality of Saint Croix, Virgin Islands, for the liquor, shipping, property motor carrier, wholesaling, communications and meat packing industries in such municipality.

Whereas, the Acting Administrator of the Wage and Hour Division of the United States Department of Labor, acting pursuant to section 5 (e) of the Fair Labor Standards Act of 1938, on March 4, 1944, by Administrative Order No. 228, appointed a Special Industry Committee for the municipality of Saint Thomas and Saint John, Virgin Islands, composed of residents of this municipality and residents of the United States outside of this municipality and including an equal number of representatives of the public, employers in the Liquor Industry, the Bay Oil, Bay Rum and Miscellaneous Manufacturing Industries, the Shipping Industry, the Property Motor Carrier Industry, the Wholesaling Industry, the Electric Power Industry, and the Communications Industry in this municipality and employees in such industries in this Municipality; and by Administrative Order No. 229, dated March 4, 1944, appointed a Special Industry Committee for the municipality of Saint Croix, Virgin Islands, composed of residents of this municipality and residents of the United States outside of this Municipality and including an equal number of representatives of the public, employers in the Liquor Industry, the Shipping Industry, the Property Motor Carrier Industry, the Wholesaling Industry, the Communications Industry, and the Meat Packing Industry in the municipality and employees in such industries in this municipality; and

Whereas, the Special Industry Committee for the municipality of Saint Thomas and Saint John, Virgin Islands, has made separate minimum wage recommendations and has duly filed with the Administrator a report containing such recommendations pursuant to section 8 (d) of the act and § 511.19 of the regulations issued under the act, for each of the following industries:

Liquor Industry.
Bay Oil, Bay Rum and Miscellaneous Manufacturing Industries.
Shipping Industry.
Property Motor Carrier Industry.
Wholesaling Industry.
Electric Power Industry.
Communications Industry.

and the Special Industry Committee for the municipality of Saint Croix, Virgin Islands, has made separate minimum wage recommendations and has duly filed with the Administrator a report containing such recommendations pursuant to section 8 (d) of the act and § 511.19 of the regulations issued under the act, for each of the following industries:

Liquor Industry.
Shipping Industry.
Property Motor Carrier Industry.
Wholesaling Industry.
Communications Industry.
Meat Packing Industry.

and

Whereas, the Administrator is required by section 8 (d) of the act, after due notice to interested persons and giving them an opportunity to be heard, to approve and carry into effect by order each of the recommendations of the Special Industry Committee for the municipality of Saint Thomas and Saint John, Virgin Islands, and of the Special Industry Committee for the municipality of Saint Croix, Virgin Islands, if he finds that the recommendations are made in accordance with law, are supported by the evidence adduced at the hearing, and taking into consideration the same factors as are required to be considered by the Industry Committees, will carry out the purposes of section 8 of the act; and, if he finds otherwise, to disapprove such recommendations;

Now, therefore, notice is hereby given that:

A. The separate minimum wage recommendations of the Special Industry Committee for the municipality of Saint Thomas and Saint John, Virgin Islands, for employees engaged in commerce or in the production of goods for commerce in the enumerated industries in such municipality are as follows:

Industry	Recommended minimum
1. Liquor Industry	35 cents an hour.
2. Bay Oil, Bay Rum and Miscellaneous Manufacturing Industries	25 cents an hour.
3. Shipping Industry	32 cents an hour.
4. Property Motor Carrier Industry	30 cents an hour.
5. Wholesaling Industry	30 cents an hour.
6. Electric Power Industry	32 cents an hour.
7. Communications Industry	30 cents an hour.

and the separate minimum wage recommendations of the Special Industry Committee for the municipality of Saint Croix, Virgin Islands, for employees engaged in commerce or in the production of goods for commerce in the enumerated industries in such municipality are as follows:

Industry	Recommended minimum
1. Liquor Industry	80 cents an hour.
2. Shipping Industry	80 cents an hour.
3. Property Motor Carrier Industry	30 cents an hour.
4. Wholesaling Industry	30 cents an hour.
5. Communications Industry	30 cents an hour.
6. Meat Packing Industry	25 cents an hour.

B. The definitions of the industries in the municipality of Saint Thomas and Saint John, Virgin Islands, for which the Special Industry Committee for such municipality has made the foregoing minimum wage recommendations are as follows:

1. The Liquor Industry in the Municipality of Saint Thomas and Saint John, Virgin Islands, shall include the manufacture and blending of spirituous liquors and all operations incidental thereto.

2. The Bay Oil, Bay Rum and Miscellaneous Manufacturing Industries in the Municipality of Saint Thomas and Saint John, Virgin Islands, shall include the manufacture of bay oil and bay rum, and the manufacture of any other products in the Municipality of Saint Thomas and Saint John, Virgin Islands, except liquor.

3. The Shipping Industry in the Municipality of Saint Thomas and Saint John, Virgin Islands, shall include the transportation of passengers and cargo by water and all activities in connection therewith, including, but without limitation, the operations of common or contract carriers; the operation of piers, wharves and docks, including bunkering, stevedoring and storage; and lighterage operations.

4. The Property Motor Carrier Industry in the Municipality of Saint Thomas and Saint John, Virgin Islands, shall be the industry carried on by any common or contract carrier engaged in transportation by motor vehicle of property in commerce or of property necessary to the production of goods for commerce.

5. The Wholesaling Industry in the Municipality of Saint Thomas and Saint John, Virgin Islands, shall include the wholesaling, warehousing, and other distribution of commodities, including, but without limitation, the activities of importers, exporters and wholesalers, public warehouses, brokers and agents, insurance agents, manufacturers' selling agencies, and other distributors.

6. The Electric Power Industry in the Municipality of Saint Thomas and Saint John, Virgin Islands, shall be the industry carried on by any firm or company engaged in the generation and sale of electric light and power.

7. The Communications Industry in the Municipality of Saint Thomas and Saint John, Virgin Islands, shall include the transmission of messages by wire or wireless.

The definitions of the industries in the municipality of Saint Croix, Virgin Islands, for which the Special Industry Committee for such municipality has made the foregoing minimum wage recommendations are as follows:

1. The Liquor Industry in the Municipality of Saint Croix, Virgin Islands, shall include the manufacture and blending of spirituous liquors and all operations incidental thereto.

2. The Shipping Industry in the Municipality of Saint Croix, Virgin Islands, shall include the transportation of passengers and cargo by water and all activities in connection therewith, including, but without limitation, the operations of common or contract carriers; the operation of piers, wharves and docks, including bunkering, stevedoring and storage; and lighterage operations.

3. The Property Motor Carrier Industry in the Municipality of Saint Croix, Virgin Islands, shall be the industry carried on by any common or contract carrier engaged in transportation by motor vehicle of property in commerce or of property necessary to the production of goods for commerce.

4. The Wholesaling Industry in the Municipality of Saint Croix, Virgin Islands, shall include the wholesaling, warehousing, and other distribution of commodities, including, but without limitation, the activities of importers, exporters and wholesalers, public warehouses, brokers and agents, insurance agents, manufacturers' selling agencies, and other distributors.

5. The Communications Industry in the Municipality of Saint Croix, Virgin Islands, shall include the transmission of messages by wire or wireless.

6. The Meat Packing Industry in the Municipality of Saint Croix, Virgin Islands, shall include the slaughtering of meat animals and the dressing and packing of meat, and all operations incidental thereto.

C. The full text of the report and recommendations of the Special Industry Committee for the municipality of Saint Thomas and Saint John, Virgin Islands, and of the report and recommendations of the Special Industry Committee for the municipality of Saint Croix, Virgin Islands, will be available for inspection by any person between the hours of 9:00 a. m. and 4:30 p. m. at the following offices of the United States Department of Labor, Wage and Hour Division:

Boston, Massachusets, Old South Building, 294 Washington Street.
Newark, New Jersey, Essex Building, 31 Clinton Street.
Philadelphia, Pennsylvania, 1216 Widener Building, Chestnut and Juniper Streets.
New York, New York, Parcel Post Building, 341 Ninth Avenue.
Syracuse, New York, 304 State Tower Building.
Pittsburgh, Pennsylvania, Clark Building, Liberty Avenue & 7th St.
Richmond, Virginia, 215 Richmond Trust Building, 627 East Main Street.
Atlanta, Georgia, 5th Floor, Carl Witt Building, 249 Peachtree Street, N. E.
Jacksonville, Florida, 456 New Post Office Building.
Birmingham, Alabama, 1007 Comer Building, Second Ave. and 21st Street.
Jackson, Mississippi, 405 Deposit Guaranty Bank Bldg., 102 North Lamar Street.
Cleveland, Ohio, 4094 Main Post Office, West Third Street and Prospect Avenue.
Chicago, Illinois, 1200 Merchandise Mart, 222 West North Bank Drive.
Minneapolis, Minnesota, 406 Pence Building, 730 Hennepin Avenue.
St. Louis, Missouri, 316 Old Customs House, 815 Olive Street.
Dallas, Texas, Rio Grande National Building, 1100 Main Street.
Los Angeles, California, 417 H. W. Hellman Building, Spring and Fourth Streets.
Portland, Oregon, 208 Old U. S. Court House.
Washington, District of Columbia, Department of Labor, First Floor.
Baltimore, Maryland, 408 Old Town Bank Bldg., Gay and Fallsway Sts.
Columbia, South Carolina, Federal Land Bank Bldg., Hampton and Marion Sts.
Raleigh, North Carolina, North Carolina Department of Labor, Salisbury and Edenton Sts.
New Orleans, Louisiana, 916 Richards Building, 837 Gravier Street.

Nashville, Tennessee, 509 Medical Arts Bldg.

Detroit, Michigan, 1200 Francis Palms Bldg., 2111 Woodward Avenue.

Cincinnati, Ohio, 1312 Traction Building, Fifth and Walnut Sts.

Kansas City, Missouri, 911 Walnut Street.

Denver, Colorado, 300 Chamber of Commerce Bldg., 1726 Champa Street.

San Francisco, California, 500 Humboldt Bank Bldg., 785 Market Street.

Seattle, Washington, 305 Post Office Building, Third Avenue and Union St.

San Juan, Puerto Rico, El Banco Popular Building.

New York, New York, 165 West 46th Street.

Copies of the Committees' reports and recommendations may be obtained by any person upon request addressed to the Administrator of the Wage and Hour Division, United States Department of Labor, 165 West 46th Street, New York 19, New York, or the Wage and Hour Division, United States Department of Labor, Post Office Box 112, San Juan 1, Puerto Rico.

D. A public hearing will be held on September 20, 1944, before the Administrator of the Wage and Hour Division, or a representative designated to preside in his place, at 10:00 a. m. in Room 1610, 165 West 46th Street, New York, New York, for the purpose of taking evidence on the question:

Whether the separate recommendations of the Special Industry Committee for the Municipality of Saint Thomas and Saint John, Virgin Islands, shall be approved or disapproved.

and on the question:

Whether the separate recommendations of the Special Industry Committee for the Municipality of Saint Croix, Virgin Islands, shall be approved or disapproved.

E. Any interested person supporting or opposing any of the recommendations of such Special Industry Committees may appear at the aforesaid hearings to offer evidence, either on his own behalf or on behalf of any other person: *Provided*, That not later than September 13, 1944, such person shall file with the Administrator of the Wage and Hour Division, United States Department of Labor, 165 West 46th Street, New York 19, New York, or at the office of the Wage and Hour Division, United States Department of Labor, El Banco Popular Building, San Juan, Puerto Rico, notice of his intent to appear which shall contain the following information:

1. The name and address of the person appearing.
2. If such person is appearing in a representative capacity, the name and address of the person or persons whom he is representing.
3. The recommendation or recommendations of the Special Industry Committee for the Municipality of Saint Thomas and Saint John, Virgin Islands, or of the Special Industry Committee for the Municipality of Saint Croix, Virgin Islands, in which he is interested and whether he proposes to appear for or aganst such recommendation or recommendations.
4. The approximate length of time requested for his presentation.

Such notice may be mailed to the Administrator, Wage and Hour Division, United States Department of Labor, 165 West 46th Street, New York 19, New York, or to the Wage and Hour Division, United States Department of Labor, Post Office Box 112, San Juan 1, Puerto Rico, and shall be deemed filed upon receipt.

F. Any person interested in supporting or opposing any of the recommendations of the Special Industry Committee for the municipality of Saint Thomas and Saint John, Virgin Islands, or of the Special Industry Committee for the municipality of Saint Croix, Virgin Islands, may secure further information concerning the aforesaid hearings by inquiry directed to the Administrator, Wage and Hour Division, United States Department of Labor, 165 West 46th Street, New York 19, New York, or to the Territorial Representative, Wage and Hour Division, United States Department of Labor, Post Office Box 112, San Juan 1, Puerto Rico, or by consulting with attorneys representing the Administrator who will be available at the Office of the Solicitor, United States Department of Labor, in Washington, D. C., and New York, New York.

G. The records made at the public hearing on conditions in the industries in the municipality of Saint Thomas and Saint John, Virgin Islands, held before the Special Industry Committee for such municipality in Charlotte Amalie, Saint Thomas, Virgin Islands, on April 24 to April 28, 1944, inclusive, and in the municipality of Saint Croix, Virgin Islands, held before the Special Industry Committee for such municipality in Christiansted, Saint Croix, Virgin Islands, on May 1 to May 3, 1944, inclusive, may be examined by any interested person at the offices of the Wage and Hour Division, United States Department of Labor, at 165 West 46th Street, New York, N. Y., and El Banco Popular Building, San Juan, Puerto Rico. The records of the public hearing before the Industry Committees with respect to each industry in the municipality of Saint Thomas and Saint John, Virgin Islands, and in the municipality of Saint Croix, Virgin Islands, will be offered in evidence at the public hearing.

A copy of the following document relating to the industries in the municipality of Saint Thomas and Saint John, Virgin Islands, and in the municipality of Saint Croix, Virgin Islands, which is included in the records of the public hearings held before the Special Industry Committee for the municipality of Saint Thomas and Saint John, Virgin Islands, and the Special Industry Committee for the municipality of Saint Croix, Virgin Islands, will be offered in evidence at the hearing before the Administrator or his representative, and will be made available, on request, for inspection by any interested person who intends to appear at such hearing:

A report entitled *Report to Special Industry Committees for the Municipality of Saint Thomas and Saint John, Virgin Islands, and for the Municipality of Saint Croix, Virgin Islands*, February 1944, prepared by the Economics Branch, Wage and Hour and Public Contracts Divisions, United States Department of Labor.

H. Each hearing will be conducted in accordance with the following rules, subject, however, to such subsequent modifications by the Administrator or Presiding Officer as are deemed appropriate:

1. The hearing shall be stenographically reported and a transcript made which will be available to any person at prescribed rates upon request addressed to the Administrator, Wage and Hour Division, United States Department of Labor, 165 West 46th Street, New York 19, New York.

2. In order to maintain orderly and expeditious procedure, each person filing a Notice to Appear shall be notified, if practicable, of the approximate day and the place at which he may offer evidence at the hearing. If such person does not appear at the time set in the notice, he will not be permitted to offer evidence at any time except by special permission of the Presiding Officer.

3. At the discretion of the Presiding Officer, the hearing may be continued from day to day, or adjourned to a later date, or to a different place by announcement thereof at the hearing by the Presiding Officer or by other appropriate notice.

4. At any stage of the hearing, the Presiding Officer may call for further evidence upon any matter. After the hearing has been closed, no further evidence shall be taken, except at the request of the Administrator, unless provision has been made at the hearing for the later receipt of such evidence. In the event that the Administrator shall cause the hearing to be reopened for the purpose of receiving further evidence, due and reasonable notice of the time and place fixed for such taking of testimony shall be given to all persons who have filed a notice of intention to appear at the hearing.

5. All evidence must be presented under oath or affirmation.

6. Written documents or exhibits, except as otherwise permitted by the Presiding Officer, must be offered in evidence by a person who is prepared to testify as to the authenticity and trustworthiness thereof, and who shall, at the time of offering the documentary exhibit, make a brief statement as to the contents and manner of preparation thereof.

7. Written documents and exhibits shall be tendered in duplicate and the persons preparing the same shall be prepared to supply additional copies if such are ordered by the Presiding Officer. When evidence is embraced in a document containing matter not intended to be put in evidence, such a document will not be received, but the person offering the same may present to the Presiding Officer the original document together with two copies of those portions of the document intended to be put in evidence.

8. Subpoenas requiring the attendance of witnesses or the presentation of a document from any place in the United States at any designated place of hearing may be issued by the Administrator at his discretion, and any person appearing in the proceeding may apply in writing for the issuance by the Administrator of the subpoena. Such application shall be timely and shall identify exactly the witness or document and state fully the nature of the evidence proposed to be secured.

9. Witnesses summoned by the Administrator shall be paid the same fees and mileage as are paid witnesses in the courts of the United States. Witness fees and mileage shall be paid by the party at whose instance witnesses appear, and the Administrator before issuing subpoena may require a deposit of an amount adequate to cover the fees and mileage involved.

10. The rules of evidence prevailing in the courts of law or equity shall not be controlling.

11. The Presiding Officer may, at his discretion, permit any person appearing in the proceeding to cross-examine any witness offered by another person insofar as is practicable, and to object to the admission or exclusion of evidence by the Presiding Officer. Requests for permission to cross-examine a witness offered by another person and objections to the admission or exclusion of evidence shall be stated briefly with the reasons for such request or the ground of objection relied on. Such requests or objections shall become a part of the record, but this record shall not include argument thereon except as ordered by the Presiding Officer. Objections as to approval of the Committee's recommendation and to the promulgation of a wage order based upon such approval must be made at the hearing before the Presiding Officer.

12. Before the close of the hearing, written requests shall be received from persons appearing in the proceeding for permission to make oral arguments before the Administrator upon the matter in issue. If the Administrator, in his discretion, allows the request, he shall give such notice thereof as he deems suitable to all persons appearing in the proceedings and shall designate the time and place at which the oral arguments shall be heard. If such requests are allowed, all persons appearing at the hearing will be given opportunity to present oral argument.

13. Briefs (12 copies) may be submitted to the Administrator following the close of the hearing, by any persons appearing therein. Notice of the final dates for filing such briefs shall be given by the Administrator in such manner as shall be deemed suitable by him.

14. On the close of the hearing, a complete record of the proceedings shall be filed with the Administrator. No intermediate report shall be filed unless so directed by the Administrator. If a report is filed it shall be advisory only and have no binding effect upon the Administrator.

15. No order issued as a result of the hearing will take effect until after due notice is given of the issuance thereof by publication in the FEDERAL REGISTER.

Signed at New York, New York, this 17th day of July 1944.

L. METCALFE WALLING,
Administrator.

[F. R. Doc. 44-10928; Filed, July 21, 1944; 3:42 p. m.]

LEARNER EMPLOYMENT CERTIFICATES

ISSUANCE TO VARIOUS INDUSTRIES

Notice of issuance of special certificates for the employment of learners under the Fair Labor Standards Act of 1938.

Notice is hereby given that special certificates authorizing the employment of learners at hourly wage rates lower than the minimum wage rate applicable under section 6 of the act are issued under section 14 thereof, Part 522 of the regulations issued thereunder (August 16, 1940, 5 F.R. 2862, and as amended June 25, 1942, 7, F.R. 4725), and the determination and order or regulation listed below and published in FEDERAL REGISTER as here stated.

Apparel Learner Regulations, September 7, 1940, (5 F.R. 3591), as amended by Administrative Order March 13, 1943, (8 F.R. 3079).

Single Pants, Shirts and Allied Garments, Women's Apparel, Sportswear, Rainwear, Robes and Leather and Sheep-Lined Garments Divisions of the Apparel Industry, Learner Regulations, July 20, 1942, (7 F.R. 4724), as amended by Administrative Order March 13, 1943, (8 F.R. 3079) and Administrative Order June 7, 1943 (8 F.R. 7890)

Artificial Flowers and Feathers Learner Regulations, October 24, 1940, (5 F.R. 4203)

Glove Findings and Determination of February 20, 1940, as amended by Administrative Order September 20, 1940, (5 F.R. 3748) and as further amended by Administrative Order, March 13, 1943, (8 F.R. 3079).

Hosiery Learner Regulations, September 4, 1940, (5 F.R. 3530), as amended by Administrative Order March 13, 1943, (8 F.R. 3079)

Independent Telephone Learner Regulations, September 27, 1940, (5 F.R. 3829)

Knitted Wear Learner Regulations, October 10, 1940, (5 F.R. 3982), as amended by Administrative Order, March 13, 1943, (8 F.R. 3079)

Millinery Learner Regulations, Custom Made and Popular Priced, August 29, 1940 (5 F.R. 3392, 3393).

Textile Learner Regulations, May 16, 1941 (6 F.R. 2446) as amended by Administrative Order March 13, 1943 (8 F.R. 3079).

Woolen Learner Regulations, October 30, 1940 (5 F.R. 4302).

Notice of Amended Order for the Employment of Learners in the Cigar Manufacturing Industry, July 20, 1941 6 F.R. 3753).

The employment of learners under these Certificates is limited to the terms and conditions therein contained and to the provisions of the applicable Determination and Order or Regulations cited above. The applicable Determination and Order or Regulations, and the effective and expiration dates of the Certificates issued to each employer is listed below. The Certificates may be cancelled in the manner provided in the Regulations and as indicated in the Certificates. Any person aggrieved by the issuance of any of these Certificates, may seek a review or reconsideration thereof.

NAME AND ADDRESS OF FIRM, INDUSTRY, PRODUCT, NUMBER OF LEARNERS AND EFFECTIVE DATES

SINGLE PANTS, SHIRTS, AND ALLIED GARMENTS, WOMEN'S APPAREL, SPORTSWEAR, RAINWEAR, ROBES AND LEATHER AND SHEEP-LINED GARMENTS DIVISIONS OF THE APPAREL INDUSTRY

Jeuda Manufacturing Company, 106 West Eleventh Street, Berwick, Pennsylvania; Aprons, nightgowns and slips; 7 learners (T); effective July 20, 1944, expiring July 19, 1945.

Klein Dress Company, 210 N. Valley Avenue, Olyphant, Pennsylvania; children's dresses; 10 percent (T); effective July 23, 1944, expiring July 22, 1945.

A. Morganstern & Company, Fredericksburg, Virginia; pants; 10 percent (T); effective July 25, 1944, expiring July 24, 1945.

Oswego Manufacturing Company, 333 West First Street, Oswego, New York; ladies wearing apparel; 6 learners (T); effective July 22, 1944, expiring July 21, 1945.

HOSIERY INDUSTRY

Hill Hosiery Mill, 210 W. Main Street, Thomasville, North Carolina; seamless hosiery; 5 learners (T); effective July 20, 1944, expiring July 19, 1945.

Paul Knitting Mills, Pulaski, Virginia; seamless hosiery; 10 percent (AT); effective July 22, 1944, expiring July 21, 1945.

TELEPHONE INDUSTRY

Deposit Telephone Company, Inc., 134 Front Street, Deposit, New York; to employ learners as commercial switchboard operators at its Deposit Exchange, located at Deposit, New York; effective July 20, 1944, expiring July 19, 1945.

The Harrison Telephone Company, 114 South Walnut Street, Harrison, Ohio; to employ learners as commercial switchboard operators, at its Harrison Exchange, located at Harrison, Ohio; effective July 22, 1944, expiring July 21, 1945.

Home Telephone Company, Smithfield Virginia; to employ learners as commercial switchboard operators, at its Smithfield Exchange, located at Smithfield, Virginia; effective July 20, 1944, expiring July 19, 1945.

Seacoast Telephone Company, Georgetown, South Carolina; to employ learners as commercial switchboard operators; at its Georgetown Exchange located at Georgetown, South Carolina; effective July 20, 1944, expiring July 19, 1945.

TEXTILE INDUSTRY

Algodon Manufacturing Company, Bessemer City, North Carolina; cotton staple; 8 percent (T); effective July 23, 1944, expiring July 22, 1945.

Erickson Textile Company, 626 N. Locust Street, Momence, Illinois; cotton duck and fish nets; 3 learners (T); effective July 21, 1944, expiring July 20, 1945.

CIGAR INDUSTRY

C. E. Bair Sons, Franklintown, Pennsylvania; cigars; 2 learners (T); hand rolling for a learning period of 960 hours; 30 cents per hour for the first 480 hours and 35 cents an hour for the next 480 hours; effective July 18, 1944, expiring July 17, 1945.

Signed at New York, N. Y., this 22nd day of July 1944.

NATHAN RUBENSTEIN,
Authorized Representative of the Administrator.

[F. R. Doc. 44-11052; Filed, July 24, 1944; 11:58 a. m.]

LEARNER EMPLOYMENT CERTIFICATES

ISSUANCE TO VARIOUS INDUSTRIES

Notice of issuance of special certificates for the employment of learners under the Fair Labor Standards Act of 1938.

Notice is hereby given that special certificates authorizing the employment of learners at hourly wages lower than the minimum rate applicable under section 6 of the act are issued under section 14 thereof and § 522.5 (b) of the Regulations issued thereunder (August 16, 1940, 5 F. R. 2862) to the employers listed below effective as of the date specified in each listed item below.

The employment of learners under these certificates is limited to the terms and conditions as designated opposite the employer's name. These certificates are issued upon the employers' representations that experienced workers for the learner occupations are not available for employment and that they are actually in need of learners at subminimum rates in order to prevent curtailment of opportunities for employment. The certificates may be cancelled in the manner provided for in the regulations and as indicated on the certificate. Any person aggrieved by the issuance of the certificates may seek a review or reconsideration thereof.

NAME AND ADDRESS OF FIRM, PRODUCT, NUMBER OF LEARNERS, LEARNING PERIOD, LEARNER WAGE, LEARNER OCCUPATION, EXPIRATION DATE

Compania de Ceramicas de Puerto Rico, Inc. of Bayamon, Puerto Rico, to employ eighteen learners in the Ceramics Industry

distributed among the following operations: Jiggering, Trimming, and Banding at 22½ cents an hour for the first 340 hours and for every hour thereafter, the minimum required by Section 6 of the Fair Labor Standards Act and Kiln Firing at 22½ cents an hour for the first 520 hours; 25 cents for the second 520 hours; and for every hour thereafter, the minimum required by section 6 of the Fair Labor Standards Act. For all hours over forty worked in any one workweek, one and one-half times the applicable piece rate or the rate established herein, whichever is the higher shall be paid. This Special Certificate shall become effective on June 1, 1944 and shall remain in effect for a period not exceeding six months thereafter.

First Nashua State Bank, Nashua, Iowa, General banking; 1 learner (T); posting machine operator-bookkeeper for a learning period of 160 hours at 35 cents an hour; effective July 18, 1944, expiring September 6, 1944.

Harper Brush Works, 404 North Second Street, Fairfield, Iowa; ten learners (T); brush making for a learning period of 320 hours, at 30 cents per hour for the first 160 hours and 35 cents per hour for the next 160 hours; effective August 1, 1944, expiring February 1, 1945.

Larkotex Company, 1002 Olive & Mill at W. 7th, Texarkana, E. Texas; surgical, medical, and dental instruments, equipment and supplies, 4 learners (T); power sewing machine operator and cutter and crutch and cane maker for a learning period of 320 hours at 30 cents per hour; effective August 1, 1944, expiring February 1, 1945.

Zekaria Brothers, of Puerta de Tierra, San Juan, Puerto Rico, to employ twenty-two learners in the operation of machine embroidering of handkerchiefs, at 15 cents an hour for the 240 learning period; and for every hour thereafter the minimum established by any applicable wage order that may be in effect at the time of the termination of the learning period. For all hours over forty worked in any one workweek, one and one half times the applicable piece rate or the rate established herein, whichever is the higher, shall be paid. This Special Certificate shall become effective on June 26, 1944 and shall remain in effect for a period not exceeding one year thereafter.

Signed at New York, N. Y., this 22nd day of July 1944.

NATHAN RUBENSTEIN,
Authorized Representative of the Administrator.

[F. R. Doc. 44-11062; Filed, July 24, 1944; 11:28 a. m.]

FEDERAL POWER COMMISSION.

[Docket No. IT-5905]

OTTER TAIL POWER CO. AND INTERSTATE POWER CO.

NOTICE OF APPLICATION

JULY 22, 1944.

Notice is hereby given that on July 20, 1944, an application was filed with the Federal Power Commission, pursuant to the Federal Power Act, by Otter Tail Power Company, a corporation organized under the laws of the State of Minnesota and doing business in the States of Minnesota, North Dakota and South Dakota, with its principal business office at Fergus Falls, Minnesota, seeking an order authorizing it to acquire, by purchase, from Interstate Power Company, a corporation organized under the laws of the State of Delaware, with its principal business office at Dubuque, Iowa, the latter company's properties constituting its Bemidji and Crookston districts, and including electric transmission lines, substations, distribution systems, steam electric generating plants, hydro-electric generating plants, and oil engine generating plant, water systems, miscellaneous buildings, land and land rights, all located in the northwest corner of the State of Minnesota, for a consideration stated in the application to be approximately $3,025,000, subject to certain adjustments. Otter Tail Power Company also seeks an order authorizing it to issue and sell $1,500,000 principal amount of its First Mortgage Bonds, 3%, Series of 1974, and 12,901 of its $4.25 Dividend Preferred Shares; all as more fully appears in the application on file with the Commission.

Otter Tail Power Company and Interstate Power Company also seek the approval of the transfer of the Presidential Permit held by Interstate Power Company dated August 18, 1941, with respect to the maintenance and operation of facilities for transmission of electric energy from the United States to the Town of Emerson in the Province of Manitoba, Dominion of Canada, and for an order authorizing Otter Tail Power Company to transmit electric energy to the said Town of Emerson, Manitoba, Canada, as more fully appears in the application.

Any person desiring to be heard or to make any protest with reference to said application should, on or before the 9th day of August, 1944, file with the Federal Power Commission a petition or protest in accordance with the Commission's rules of practice and regulations.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 44-11061; Filed, July 24, 1944; 11:44 a. m.]

FEDERAL TRADE COMMISSION.

[Docket No. 5150]

TEMPLE BAR COLLEGE, ET AL.

ORDER APPOINTING TRIAL EXAMINER AND FIXING TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 21st day of July, A. D., 1944.

In the matter of Temple Bar College, a corporation, Hilmer B. Sandine, individually and as vice president of Temple Bar College, and L. B. Rennewanz and J. O. Kinnaman.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission,

It is ordered, That Andrew B. Duvall, a trial examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Thursday, August 17, 1944, at ten o'clock in the forenoon of that day (central standard time), in Room 1123, New Post Office Building, Chicago, Illinois.

Upon completion of testimony for the Federal Trade Commission, the trial examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The trial examiner will then close the case and make his report upon the facts; conclusions of facts; conclusions of law; and recommendation for appropriate action by the Commission.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 44-11005; Filed, July 24, 1944; 10:27 a. m.]

[Docket No. 5185]

DODGE, INCOPORATED

ORDER APPOINTING TRIAL EXAMINER AND FIXING TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 21st day of July, A. D., 1944.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission,

It is ordered, That Andrew B. Duvall, a trial examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Friday, August 18, 1944, at two o'clock in the afternoon of that day (central standard time), in Room 1123, New Post Office Building, Chicago, Illinois.

Upon completion of testimony for the Federal Trade Commission, the trial examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The trial examiner will then close the case and make his report upon the facts; conclusions of facts; conclusions of law; and recommendation for appropriate action by the Commission.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 44-11006; Filed, July 24, 1944; 10:27 a. m.]

[Docket No. 5055]

DIP NET SMELT FISHERMEN'S ASSOCIATION, ET AL.

SUBSTITUTE ORDER FIXING TIMES AND PLACES FOR TAKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 17th day of July, A. D. 1944.

It is hereby ordered, That the taking of testimony in this matter shall begin on Monday, August 7, 1944, at ten o'clock in the forenoon of that day (Pacific standard time), in Room 117, Federal Office Building, 1st and Marion Streets, Seattle, Washington, instead of Tuesday, August 8, 1944 in Portland, Oregon, as heretofore ordered.

It is further ordered, That the second hearing in this matter be held on Tuesday, August 8, 1944, at ten o'clock in the forenoon of that day (Pacific standard time), in Room 526, Federal Building, Portland, Oregon.

By direction of the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 44-11007; Filed, July 24, 1944; 10:27 a. m.]

INTERSTATE COMMERCE COMMISSION.

MOTOR CARRIERS AND BROKERS

PRESERVATION OF RECORDS

JULY 18, 1944.

Notice to all motor carriers and brokers subject to Part II of the Interstate Commerce Act.

It has come to the attention of the Commission in numerous instances that carriers are not complying with the Commission's orders of April 18, 1942, prescribing Regulations to Govern the Preservation of Records of Class I Motor Carriers and Regulations Governing the Preservation of Records of Motor Carriers (Other than Class I Motor Carriers) and Brokers, which became effective July 1, 1942. Records, accounts, correspondence, and memoranda must be retained for the periods prescribed by these orders.

Attention has been previously directed to the necessity of keeping records for the time prescribed by the Commission's regulations and of having such records readily available for examination by special agents and accountants. In many instances, it has been found that public accountants engaged by motor carriers have removed general books, financial data and working papers, supporting documents, memoranda, and correspondence from the carriers' places of business. Although such records may lawfully be removed from carriers' premises periodically for audit or posting, it is expected that such records will be returned to the carriers' premises promptly in order that they may be readily accessible to authorized representatives of the Commission.

In cases where public accountants retain possession of working papers supporting journal entries covering adjustments in accounts, accrual of depreciation and other items and analyses and schedules as a part of their audit procedure, it is required that copies of such papers which are necessary to the completion of the carriers' accounting records be retained permanently in the offices of motor carriers. Failure to do so by Class I carriers is a violation of Instruction 2—Records, In the Uniform System of Accounts prescribed by the Commission's order of November 29, 1937.

Attention is directed to the penalties provided in section 222 (g) of the Interstate Commerce Act to which a carrier may subject itself if it fails to comply with the prescribed regulations and specific provisions of the law as referred to herein.

[SEAL] W. P. BARTEL,
Secretary.

[F. R. Doc. 44-10954; Filed, July 22, 1944; 10:48 a. m.]

[S. O. 70-A, Special Permit 393]

RECONSIGNMENT OF MELONS AT ENOLA, PA.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Enola, Pennsylvania, July 19, 1944, by H. Rothstein & Sons, of car PFE 61024, melons, now on the Pennsylvania Railroad to Philadelphia, Pennsylvania.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 19th day of July 1944.

V. C. CLINGER,
Director, Bureau of Service.

[F. R. Doc. 44-10947; Filed, July 22, 1944; 10:48 a. m.]

[S. O. 70-A, Special Permit 394]

RECONSIGNMENT OF LETTUCE AT LOS ANGELES, CALIF.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Los Angeles, California, July 19 1944, by Milton K. Altschul, Inc., of car PFE 43425, lettuce, now on the Southern Pacific Lines, to St. Louis, Missouri, because of failure to notify shipper of arrival at Los Angeles.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 19th day of July 1944.

V. C. CLINGER,
Director, Bureau of Service.

[F. R. Doc. 44-10948; Filed, July 22, 1944; 10:48 a. m.]

[S. O. 70-A, Special Permit 395]

RECONSIGNMENT OF CAR ART 23999 AT KANSAS CITY, MO.-KANS.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Kansas City, Missouri-Kansas, July 19, 1944, by Sherman Brothers Company, of car ART 23999, now on the A. T. & S. F. Railroad to Sioux City, Iowa.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 19th day of July 1944.

V. C. CLINGER,
Director, Bureau of Service.

[F. R. Doc. 44-10949; Filed, July 22, 1944; 10:48 a. m.]

[S. O. 70-A, Special Permit 396]

RECONSIGNMENT OF LETTUCE AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F. R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, July 19, 1944, by M. Lapidus Sons, of car PFE 38216, lettuce, now on the Chicago Produce Terminal (arrived via Wabash), to Red Owl Stores, Inc., Green Bay, Wisconsin (C. M. St. P. & P.).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car

service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 19th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10950; Filed, July 22, 1944; 10:48 a. m.]

[S. O. 70-A, Special Permit 397]

RECONSIGNMENT OF LETTUCE AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, July 19, 1944, by Fox M. Goding of car FGE 52327, lettuce, now on the Chicago Produce Terminal to Fox M. Goding, Milwaukee, Wisconsin, via C. M. St. P. & P. Railway.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 19th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10951; Filed, July 22, 1944; 10:48 a. m.]

[S. O. 70-A, Special Permit 398]

RECONSIGNMENT OF CHERRIES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, July 19, 1944, by Auster Company of car PFE 76430, cherries, now on the C&NW to New York, New York.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 19th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10952; Filed, July 22, 1944; 10:48 a. m.]

[S. O. 70-A, Special Permit 399]

RECONSIGNMENT OF PEACHES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, July 19, 1944, by M. Lapidus Sons, of car FGE 34017, peaches, now on the C&EI Railroad to Rockford, Illinois, via C&NW.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 19th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10953; Filed, July 22, 1944; 10:49 a. m.]

[S. O. 200, Special Permit 145]

REICING OF POTATOES AT KANSAS CITY, KANS.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice in transit, one time only, at Kansas City, Kansas (Rock Island Lines), as ordered by U. S. Army Quarter Master Corps, cars of potatoes, PFE 80136 and PFE 60288, moving July 19, 1944, from Deming, New Mexico, to Battle Creek, Michigan (SP-RI-MC).

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 19th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10955; Filed, July 22, 1944; 10:49 a. m.]

[S. O. 200, Special Permit 147]

REICING OF POTATOES FROM ARIZONA

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice once PFE 18941 potatoes, out Kansas City, July 19 via KCS to Shreveport, Louisiana. Car originated in Arizona, reicing at request of Cochrane Brokerage.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 19th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-10956; Filed, July 22, 1944; 10:49 a. m.]

[S. O. 178, Amended Gen. Permit 9]

LOADING OF EMPTY BEER CONTAINERS IN DESIGNATED STATES

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.328, 9 F. R. 542) of Service Order No. 178 of January 11, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard the provisions of Service Order No. 178 insofar as it applies to the loading of refrigerator cars with and movement of refrigerator cars loaded with, empty beer containers from origins in any state located east of the western boundaries of the States of North Dakota, South Dakota, Nebraska, Kansas, Oklahoma and Texas.

This general permit shall become effective at 12: 01 a. m., July 24, 1944, and shall expire at 12: 01 a. m., September 1, 1944.

The waybills shall show reference to this general permit.

A copy of this general permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 21st day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-11049; Filed, July 24, 1944; 11: 36 a. m.]

OFFICE OF ALIEN PROPERTY CUSTODIAN.

[Vesting Order 8838]

NIPPON KOGEI

In re: Nippon Kogei. Japan Crafts.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the Alien Property Custodian, after investigation, finding:

1. That Nippon Kogei—Japan Crafts, whose principal place of business is New York, State of New York, is a sole proprietorship owned by Kaichiro Tazawa and is a business enterprise within the United States;

2. That Kaichiro Tazawa, whose last known address is Japan, is a national of a designated enemy country (Japan);

and determining:

3. That Nippon Kogei—Japan Crafts, a sole proprietorship, is controlled by Kaichiro Tazawa and is a national of a designated enemy country (Japan);

4. That to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Japan);

and having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian all right, title and interest of Kaichiro Tazawa in and to Nippon Kogei—Japan Crafts, a sole proprietorship, and all property of any nature whatsoever situated in the United States, owned or controlled by, payable or deliverable to, or held on behalf of or on account of, or owing to said Nippon Kogei—Japan Crafts, including but not limited to the following:

(1) Japanese prints, rugs and pottery on consignment to and held for the account of Nippon Kogei—Japan Crafts by Yamanaka & Co., Inc., 680 Fifth Avenue, New York;

(2) All moneys now held or which may hereafter accrue at Yamanaka & Co., Inc., for the account of Nippin Kogei—Japan Crafts;

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States, and

hereby undertakes the direction, management, supervision and control of said business enterprise and all property of any nature whatsoever situated in the United States, owned or controlled by, payable or deliverable to, or held on behalf of or on account of, or owing to said business enterprise, to the extent deemed necessary or advisable from time to time by the Alien Property Custodian.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to vary the extent of or terminate such direction, management, supervision or control, or return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national", "designated enemy country" and "business enterprise within the United States" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on June 19, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44-11030; Filed, July 24, 1944; 11:10 a. m.]

[Vesting Order 3863]

KINSEI NAKAGAWA

In re: Personal property owned by Kinsei Nakagawa.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That the last known address of Kinsei Nakagawa is Japan, and that he is a resident of Japan and a national of a designated enemy country (Japan);

2. That Kinsei Nakagawa is the owner of the property described in subparagraph 3 hereof;

3. That the property described as follows:

Miscellaneous articles, fully set forth and described in Exhibit A, attached hereto and by reference made a part hereof, now in the possession of Yamanaka & Co., Inc., 680 Fifth Avenue, New York, New York,

is property within the United States owned or controlled by a national of a designated enemy country (Japan);

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Japan);

And having made all determinations and taken all action, after appropriate consultation and certification required by law, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described in subparagraph 3 hereof, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest, and for the benefit, of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account, or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall this order be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on June 28, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

EXHIBIT A

Inventory article No.:	*Quantity and description*
N- 1	1 Japanese lantern cabinet.
N- 2	1 Bamboo vase—in box.
N- 3	3 Bronze vases.
N- 4	1 Woven basket.
N- 5	1 Porcelain tea pot (as is).
N- 6	1 Low bronze jar.
N- 7	5 Pewter trays (one-half measure).
N- 8	1 Old pottery scoop.
N- 9	4 Pottery figures (2 broken).
N-10	3 Flower use knives in cases.
N-11	1 Bamboo tea whip (in box).
N-12	1 Toy cash register.
N-13	1 Green glass vase.
N-14	14 Japanese books.
N-15	1 Bundle of 23 Art Magazines.
N-16	8 Paintings in a package
	1 Photograph—1 print.

[F. R. Doc. 44-11031; Filed, July 24, 1944; 11:10 a.m.]

[Vesting Order 3870]

YUSAKU TANAKA

In re: Personal property owned by Yusaku Tanaka.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That the last known address of Yusaku Tanaka is Japan, and that he is a resident of Japan and a national of a designated enemy country (Japan);

2. That Yusaku Tanaka is the owner of the property described in subparagraph 3 hereof;

3. That the property described as follows:

Miscellaneous articles, fully set forth and described in Exhibit A, attached hereto and by reference made a part hereof, now in the possession of Yamanaka & Co., Inc., 680 Fifth Avenue, New York, New York,

is property within the United States owned or controlled by a national of a designated enemy country (Japan);

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Japan);

And having made all determinations and taken all action, after appropriate consultation and certification required by law, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described in subparagraph 3 hereof, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest, and for the benefit, of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account, or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property on the proceeds thereof in whole or in part, nor shall this order be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC–1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C. on June 28, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

EXHIBIT A

Inventory Article No.1	*Quantity and Description*
TA 1----	9 Children's Readers (English).
TA 2----	1 Book—Buried Treasures in Chinese Turkestan.
TA 3----	1 Porcelain square dish—large.
TA 4----	1 Part of ivory veneer Majong Set.
TA 5----	6 Soup bowls—lacquer.
TA 6----	6 Lacquer saucers.
TA 7----	6 Lacquer cups, demitasse.
TA 8----	2 China tea cups.
TA 9----	4 Metal ash trays.
TA 10---	4 Porcelain trays—leaf shape.
TA 11---	1 China tea cup.
TA 12---	1 China tea cup.
TA 13---	1 Porcelain tray—square.
TA 14---	2 China plates.
TA 15---	1 Porcelain square dish—small.
TA 16---	7 China saucers.
TA 17---	6 Lacquer soup bowls.
TA 18---	1 Pottery decorated soup bowl.
TA 19---	3 Japanese plates.
TA 20---	6 China plates.
TA 21---	4 China plates.
TA 22---	18 Japanese books.
TA 23---	1 Box of Poker Chips.
TA 24---	1 Deck of Playing Cards.

[F. R. Doc. 44–11032; Filed, July 24, 1944; 11:11 a. m.]

[Vesting Order 3897]

JOHN L. MELVILLE

In re: Estate of John L. Melville, deceased; File No. D–28–7576; E. T. sec. 7906.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the Alien Property Custodian, after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by A. Otto Iwen, Esq., as Executor, acting under the judicial supervision of the Morris County Orphans' Court, Morristown, New Jersey; and

(2) Such property and interests are payable or delivered to, or claimed by nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Rosalie Wangemann, Germany.
Ilse Kruse, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Rosalie Wangemann and Ilse Kruse, and each of them, in and to the estate of John L. Melville, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11009; Filed, July 24, 1944; 11:07 a. m.]

[Vesting Order 3898]

ERNST H. NEULANDT

In re: Trust under deed of Ernst H. Neulandt, deceased; File D–28–1594; E. T. sec. 393.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by the Commissioner of Finance, White Plains, acting under the judicial supervision of the Supreme Court, Westchester County, State of New York;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Ida Wagner, Germany.
Anna Krieg, Germany.
Walter Neuland (sometimes known as Walter Neulandt), Germany.
Ida Baumbach, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All the property and estate of Ida Wagner, Anna Krieg, Walter Neuland (sometimes known as Walter Neulandt) and Ida Baumbach held by the Commissioner of Finance of Westchester County, New York, pursuant to a judgment of the Supreme Court of the State of New York in and for the County of Westchester, dated December 18, 1942, and entered in a proceeding entitled Irving Trust Company, as Trustee under a Trust Agreement made the 7th day of May, 1937, by Ernst H. Neulandt, for the benefit of himself and remaindermen, as amended by instruments dated September 24, 1937, August 22, 1938, and October 22, 1938, vs. Erich Neulandt, Ida Wagner, Emily G. Macks, Henry G. Gennert, Jr., as executor of the last will and testament of Helen L. Gennert, deceased, Robert G. Macks, Mrs. Anna Krieg, Walter Neuland (sometimes known as "Walter Neulandt"), Ida Baumbach, Miss Margaret V. Gearty, Lena Simonson, as executrix of the last will and testament of Henry Simonson, deceased, Frederick W. Junker (also known as Frederick Junker) individually and as administrator with the will annexed of the Estate of Ernst H. Neulandt, deceased, Hermann Koehler, Frieda Neubauer, Mrs. Babette Ellenberg,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11010; Filed, July 24, 1944; 11:07 a. m.]

[Vesting Order 3899]

WILHELM NIEMANN

In re: Estate of Wilhelm Niemann, deceased; File D–28–8266; E. T. sec. 9425.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Paul Herreid, County Treasurer, Court House, Luverne, Minnesota, Depositary, acting under the judicial supervision of the Probate Court of the State of Minnesota, in and for Rock County;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

John Niemann, Germany.
William Niemann, Germany.
Ella Niemann, Germany.
Bertha Niemann, Germany.
Alma Niemann, Germany.
The two (2) children of Frieda Bly, deceased, whose first names are unknown, Germany.
Bertha Witt, Germany.
Frieda Witt, Germany.
Margreta Witt, Germany.
Paul Witt, Germany.
Otto Witt, Germany.
Emma Witt, Germany.
Hellena Witt, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest.

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

The sum of $1,142.66 which is in the possession and custody of Paul Herreid, Treasurer of Rock County, Minnesota, Depositary, pursuant to orders of the Probate Court of Rock County, Minnesota, in the matter of the estate of Wilhelm Niemann, Deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11011; Filed, July 24, 1944; 11:07 a. m.]

[Vesting Order 3900]

DR. OIDTMANN STUDIOS, INC.

In re: Dr. Oidtmann Studios, Inc., bankrupt; File No. D–28–1389; E.T. sec. 6840.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Webster F. Williams, Trustee in Bankruptcy, of Dr. Oidtmann Studios, Inc., Bankrupt, acting under the judicial supervision of the United States District Court for the Eastern District of New York;

(2) Such property and interests are payable or deliverable to, or claimed by a national of a designated enemy country, Germany, namely,

National and Last Known Address

Joseph L. Koenig, Germany.

And determining that—

(3) If such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Joseph L. Koenig in and to all indebtedness, contingent or otherwise and whether or not matured, owing to him by said Dr. Oidtmann Studios, Inc., Bankrupt,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate special account or accounts pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form

APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11012; Filed, July 24, 1944; 11:07 a. m.]

[Vesting Order 3901]

LUDWIG OULMANN

In re: Estate of Ludwig Oulmann, deceased; File No. D–28–3675; E. T. sec. 6061.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Ernest Oulmann, as Executor, acting under the judicial supervision of the Surrogate's Court, New York County, New York;

(2) Such property and interests are payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely,

National and Last Known Address

Arthur Behrend, 426, Paoting Road, P. O. Box 2018, Shanghai, China.

And determining that—

(3) Arthur Behrend, a citizen or subject of a designated enemy country, Germany, and within an enemy-occupied area, China, is a national of a designated enemy country, Germany;

(4) To the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country, Germany; and

Having made all determination and taken all action after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

The sum of $1,971.26 together with any and all additions of principal and income thereto, subject, however, to all lawful charges,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11013; Filed, July 24, 1944; 11:08 a. m.]

GEORGE RAGATI

[Vesting Order 3902]

In re: Estate of George Ragati, deceased; File No. D–28–4191; E. T. sec. 7222.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Frederick Werner, as administrator, acting under the judicial supervision of the Hudson County Orphans' Court, Jersey City, New Jersey; and

(2) Such property and interests are payable or deliverable to, or claimed by nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Peter Ragati, Germany.
Barbara Sass, Germany.
Killian Werner, Germany.
Leo Werner, Germany.
Anna Houk, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Peter Ragati, Barbara Sass, Killian Werner, Leo Werner and Anna Houk, and each of them, in and to the estate of George Ragati, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11014; Filed, July 24, 1944; 11:08 a. m.]

[Vesting Order 3903]

EMMA REICH

In re: Estate of Emma Reich, deceased; File D–28–8602; E. T. sec. 10252.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Walter Fey, Administrator, acting under the judicial supervision of the Probate Court of Seguin, Guadalupe County, Texas;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Anna Reich Neubacher, Germany.
Hans Reich, Germany.
Werner Reich, Germany.
Heinz Reich, Germany.
Elsa Reich, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Anna Reich Neubacher, Hans Reich, Werner Reich, Heinz Reich and Elsa Reich, and each of them, in and to the estate of Emma Reich, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11015; Filed, July 24, 1944; 11:08 a. m.]

[Vesting Order 3904]

MINNA RISTMAN

In re: Estate of Minna Ristman, deceased; File D–28–4353; E.T. sec. 7447.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Bertha Killies, Executrix, acting under the judicial supervision of the Circuit Court of the State of Oregon, for the County of Multnomah;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address.

Martha Mathilde Louise Raddatz, Germany.
Willy Otto Karl Radditz, Germany.
Meta Frieda Charlotte Raddatz, Germany.
Herman Gustav Richard Borchardt, Germany.
Willy Ernst Paul Kasten, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Martha Mathilde Louise Raddatz, Willy Otto Karl Raddatz, Meta Frieda Charlotte Raddatz, Hermann Gustav Richard Borchardt and Willy Ernst Paul Kasten, and each of them, in and to the estate of Minna Ristman, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11016; Filed, July 24, 1944; 11:08 a. m.]

[Vesting Order 3905]

AGNES ROGGENDORFF

In re: Estate of Agnes Roggendorff, deceased; File No. D–28–5580; E.T. sec. 4612.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by the Commissioner of Finance of the County of Westchester, as executor, acting under the judicial supervision of the Surrogate's Court of Westchester County, New York;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Mrs. Baldwin Moesch also known as Mrs. Balduin Muesch, Germany.
Heinrich Roggendorff, Germany.
Johann Roggendorff, Germany.
Anna Segschneider, Germany.
Hans Roggendorff, Germany.
Franz Roggendorff, Germany.
Heinrich Roggendorff, Germany.
Anna Naar, also known as Anna Narr, Germany.
Franz Roggendorff, Germany.
Hermann Heriger, also known as Hermann Herriger, Germany.
Christine Steinbarth, also known as Christine Steinbart, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Mrs. Baldwin Moesch also known as Mrs. Balduin Muesch, Heinrich Roggendorff, Johann Roggendorff, Anna Segschneider, Hans Roggendorff, Franz Roggendorff, Heinrich Roggendorff, Anna Naar, also known as Anna Narr, Franz Roggendorff, Hermann Heriger, also known as Hermann Herriger and Christine Steinbarth, also known as Christine Steinbart, and each of them in and to the Estate of Agnes Roggendorff, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11017; Filed, July 24, 1944; 11:09 a. m.]

[Vesting Order 3906]

EMMA RUCKGABER

In re: Trust under the will of Emma Ruckgaber, deceased; File F–28–6801; E. T. sec. 4774.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process

of administration by Continental Bank & Trust Company, as Successor Testamentary Trustee, acting under the judicial supervision of the Surrogate's Court, Richmond County, New York;

(2) Such property and interests are payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely,

National and Last Known Address

Helene Zentgraf, Germany.

And determining that—

(3) If such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Helene Zentgraf, in and to the trust created under the last will and testament of Emma Ruckgaber, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11018; Filed, July 24, 1944; 11:09 a. m.]

[Vesting Order 3907]

JOHN R. RUCKSTELL

In re: Estate of John R. Ruckstell, deceased; File: D–28–7812; E. T. Sec. 8174.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Glover E. Ruckstell, Executor, acting under the judicial supervision of the Superior Court of the State of California, in and for the City and County of San Francisco;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Albert Metzendorf, Germany.
Louise Sulzmann, Germany.
Heinrich Metzendorf, Germany.
Johanna Kottenberg, Germany.
Elfriede Pfeifer, Germany.
Friedrich Schmidt, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Albert Metzendorf, Louise Sulzmann, Heinrich Metzendorf, Johanna Kottenberg, Elfriede Pfeifer and Friedrich Schmidt, and each of them, in and to a claim filed against the estate of John R. Ruckstell, deceased, on or about December 2, 1936 and approved by the Court April 20, 1937, upon a promissory note from John R. Ruckstell and Eleanor R. Ruckstell to Carl Reuss, dated October 3, 1933 in the principal sum of three thousand dollars ($3,000.00) with interest at eight per cent (8%) from November 1, 1933,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11019; Filed, July 24, 1944; 11:09 a. m.]

[Vesting Order 3908]

GOTTFRIED SCHRODER

In re: Estate of Gottfried Schroder, deceased; File D–28–8527; E. T. sec. 10082.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Ulrich W. Pankow, Executor, acting under the judicial supervision of the Superior Court of the State of California, in and for the City and County of San Francisco;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Wilhelm Schroder, Germany.
Gerhard Schroder, Germany.
Elise Schroder, Germany.
Grete Schroder Harbarg, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Wilhelm Schroder, Gerhard Schroder, Elise Schroder and Grete Schroder Harbarg, and each of them, in and to the estate of Gottfried Schroder, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11020; Filed July 24, 1944; 11:09 a. m.]

[Vesting Order 3909]

PAUL RUDOLPH SCHUBERT

In re: Estate of Paul Rudolf Schubert, deceased; File D–28–7808; E. T. sec. 8378.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Guido Schubert, 2820 Farragut Road, Brooklyn, New York, Executor, acting under the judicial supervision of the Surrogate's Court, Kings County, State of New York;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

National and Last Known Address

Arndt Schubert, Germany.
Wolfgang Schubert, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Arndt Schubert and Wolfgang Schubert, and each of them, in and to the estate of Paul Rudolf Schubert, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11021; Filed, July 24, 1944; 11:10 a. m.]

[Vesting Order 3910]

SOUTHERN DISTRICT OF CALIFORNIA

In re: Deposit with Edmund L. Smith, as Clerk of the United States District Court for the Southern District of California, Central Division; File D–39–1680; E. T. sec. 5533.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Edmund L. Smith, Depositary, acting under the judicial supervision of the United States District Court for the Southern District of California, Central Division;

(2) Such property and interests are payable or deliverable to, or claimed by, a national of a designated enemy country, Japan, namely,

National and Last Known Address

Wife, name unknown, of Torashiro Shimizu, Japan.

And determining that—

(3) If such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country, Japan; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of the wife, name unknown of Torashiro Shimizu, in and to the deposit with Edmund L. Smith, as Clerk of the United States District Court for the Southern District of California, Central Division, which consists of money and personal effects deposited pursuant to sections 621 to 628 inclusive and section 706 of Title 46, United States Code Annotated,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11022; Filed, July 24, 1944; 11:00 a. m.]

[Vesting Order 3911]

DORA H. SONDERBURG

In re: Trust under the will of Dora H. Sonderburg, deceased; File No. D–66–1375; E. T. sec. 8696.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Mary Louise Sonderburg, as trustee, acting under the judicial supervision of the Hudson County Orphans' Court, Hudson County, New Jersey; and

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Dorothea Giese, Germany.
Barbara Giese, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests;

All right, title, interest and claim of any kind or character whatsoever of Dorthea Giese and Barbara Giese, and each of them,

in and to the trust created under the will of Dora H. Sonderburg, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11023; Filed, July 24, 1944; 11:10 a .m.]

OFFICE OF PRICE ADMINISTRATION.

[MPR 188, Amdt. 45 to Order A–1]

CAST IRON OR STEEL WARM-AIR FURNACES

ADJUSTMENT OF MAXIMUM PRICES

Amendment No. 45 to Order A–1 under § 1499.159b of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel.

An opinion accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Order No. A–1 under § 1499.159b of Maximum Price Regulation No. 188 is amended in the following respect:

1. Paragraph (a) (10) (ii) is amended to read as follows:

(ii) *Maximum prices for manufacturers.* On and after June 24, 1944, any manufacturer of cast-iron or steel warm-air furnaces and repair parts for such furnaces may sell, offer to sell and deliver and any person may buy, offer to buy, or receive such furnaces or repair parts at not more than the price determined in accordance with either of the methods set forth below:

1. The lowest published list price for each type and size of cast-iron or steel warm-air furnace and type of repair part for such furnace in effect on August 3, 1943, plus 9 percent, or

2. In the case of repair parts only, by retaining the lowest published list price in effect on August 3, 1943, and decreasing the discount or discounts extended to the various classes of purchasers by an amount which will result in an increase equivalent to that resulting from the use of method 1, above.

This Amendment No. 45 shall become effective as of June 24, 1944.

Issued this 21st day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10934; Filed, July 21, 1944; 3:55 p. m.]

*Copies may be obtained from the Office of Price Administration.

[MPR 188, Order 1910]

DOMO FURNITURE CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1910 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of four items of upholstered benches and two items of cocktail tables manufactured by Domo Furniture Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328; *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of four items of upholstered benches and two items of cocktail tables manufactured by Domo Furniture Company, 844 Clement Street, San Francisco, Calif.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the articles from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
		Each	*Each*
Upholstered bench	20	$2.76	$3.25
Upholstered bench	30	2.76	3.25
Upholstered bench	25	3.19	3.75
Upholstered bench	35	3.19	3.75
Cocktail table	45	4.68	5.50
Cocktail table	55	4.68	5.50

These prices are f. o. b. factory.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subparagraph (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum prices are those set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
		Each
Upholstered bench	20	$3.25
Upholstered bench	30	3.25
Upholstered bench	25	3.75
Upholstered bench	35	3.75
Cocktail table	45	5.50
Cocktail table	55	5.50

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 22d day of July 1944.

Issued this 21st day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10935; Filed, July 21, 1944; 3:54 p. m.]

[MPR 188, Order 1911]

GILKISON MFG. CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1911 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of stamped steel, thin-nose, slip-joint pliers manufactured by the Gilkison Manufacturing Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328; *It is ordered:*

(a) The maximum prices for all sales and deliveries by the Gilkison Manufacturing Company, Abbe Road, Elyria, Ohio, of stamped steel, thin-nose, slip-joint pliers of its manufacture, as described in its application dated May 8, 1944 after such articles became subject to Maximum Price Regulation No. 188, are as follows:

Article	Model	To jobbers	To retailers
		Dozen	*Dozen*
Pliers	544	$0.576	$0.77
	644	1.20	1.60

These maximum prices are f. o. b. factory on shipments less than 100 pounds or less $0.50 per hundredweight on shipments over 100 pounds and are subject to a cash discount of 2% 10 days, net 30 days.

(b) The maximum price for all sales and deliveries at wholesale for the pliers described in paragraph (a) above shall be the prices set forth below as follows:

Article	Model	Maximum price to retailers
		Dozen
Pliers	544	$0.77
	644	1.80

(c) For sales by jobbers, the maximum prices set forth immediately above are subject to cash discounts, terms and allowances no less favorable than those customarily granted by the seller.

(d) The maximum prices for a sale at retail of the pliers described in paragraph (a) above shall be as follows:

Article	Model	Maximum price to consumer
		Each
Pliers	544	$0.10
	644	.20

(e) At the time of the first invoice, the manufacturer shall notify in writing each purchaser who buys from it of the maximum prices established by this order for resales by the purchaser. Since this order also establishes maximum prices for sales by all jobbers to jobbers and retailers, each jobber who resells any commodity covered by this order for sales by the purchaser. This written notice may be given in any convenient form.

(f) Unless the context otherwise requires, the definitions set forth in § 1499.20 of the General Maximum Price Regulation shall apply to the terms used herein.

(g) This Order No. 1911 shall become effective on the 22d day of July 1944.

Issued this 21st day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10936; Filed, July 21, 1944; 3:54 p. m.]

[MPR 188, Order 1912]

ILLINOIS LUMBER CO., INC.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1912 under § 1499.158 of Maximum Price Regulation No. 188, Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of a hope chest, a play pen, and an adirondack chair manufactured by Illinois Lumber Co., Inc.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of a hope chest, a play pen, and an adirondack chair manufactured by Illinois Lumber Co. Inc., Edwardsville, Illinois.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the articles from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
		Each	*Each*
Hope chest	6	$1.89	$2.22
Play pen	4	3.57	4.20
Adirondack chair	2	2.98	3.50

These prices are f. o. b. factory.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subparagraph (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum prices are those set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
		Each
Hope chest	6	$2.22
Play pen	4	4.20
Adirondack chair	2	3.50

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 22d day of July 1944.

Issued this 21st day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–10937; Filed, July 21, 1944; 3:54 p. m.]

[MPR 367, Rev. Order 5]

QUAKER OATS CO., ET AL

ADJUSTMENT OF MAXIMUM PRICES

Revised Order No. 5 under Maximum Price Regulation No. 367. Horsemeat. Docket No. N6363–2367–5–7. Establishing maximum prices for sale of "Ken-L-Meal" and "Ken-L-Biskit" by Quaker Oats Company and other sellers.

On June 19, 1944, Quaker Oats Company, Rockford, Illinois, filed in the form of a letter its application for revision of Order No. 5 under section 10 of Maximum Price Regulation No. 367. Due consideration has been given to the petition, and an opinion in support of this Revised Order No. 5 has been issued simultaneously herewith and has been filed with the Division of the Federal Register.

For the reasons set forth in the opinion, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and the Stabilization Act of 1942, as amended, and in accordance with Procedural Regulation No. 1, issued by the Office of Price Administration, *It is hereby ordered:*

(a) Quaker Oats Company may sell and deliver, and agree, offer, solicit and attempt to sell and deliver the kinds and grades of "Ken-L-Meal" set forth in paragraph (b) and the kinds and grades of "Ken-L-Biskit" set forth in paragraph (c) of this order to peddler-truck operators, wholesalers, or retailers at prices not in excess of those stated

therein. Any person who is a peddler-truck operator, a wholesaler or a retailer may buy and receive, and agree, offer, solicit and attempt to buy and receive such kinds and grades of "Ken-L-Meal" and "Ken-L-Biskit" at such prices from Quaker Oats Company.

(b) *The maximum prices for "Ken-L-Meal".* (1) For all sales made to peddler-truck operators, wholesalers or retailers by Quaker Oats Company, delivered to the buyer shall be:

100 pound bags	$6.15 per bag.
50 pound bags	3.10 per bag.
25 pound bags	1.55 per bag.
Case of 12/2 pound bags	1.75 per case.
Case of 12/3 pound bags	2.50 per case.
Case of 6/5 pound bags	2.05 per case.

(2) For sales made by a peddler-truck operator shall be:

100 pound bags	$7.10 per bag.
50 pound bags	3.60 per bag.
25 pound bags	1.80 per bag.
Case of 12/2 pound bags	2.00 per case.
Case of 12/3 pound bags	2.90 per case.
Case of 6/5 pound bags	2.40 per case.

(3) For sales made by a wholesaler shall be determined pursuant to the provisions of Maximum Price Regulation No. 421.

(4) For sales made by a retailer in Group 3 or Group 4 shall be determined pursuant to the provisions of Maximum Price Regulation No. 422.

(5) For sales made by a retailer in Group 1 or Group 2 shall be determined pursuant to the provisions of Maximum Price Regulation No. 423.

(c) *The maximum prices for "Ken-L-Biskit".* (1) For all sales made to peddler-truck operators, wholesalers, or retailers by Quaker Oats Company, delivered to the buyer, shall be:

100 pound bags	$8.50 per bag.
50 pound bags	4.30 per bag.
25 pound bags	2.15 per bag.
Case of 20/2 pound cartons	4.10 per case.
Case of 18/2 pound cartons	3.70 per case.
Case of 6/4 pound cartons	2.50 per case.
Case of 20/1¾ pound small cakes in cartons	4.00 per case.
Case of 18/1¾ pound small cakes in cartons	3.60 per case.

(2) For sales made by a peddler-truck operator shall be:

100 pound bags	$9.80 per bag.
50 pound bags	4.95 per bag.
25 pound bags	2.50 per bag.
Case of 20/2 pound cartons	4.75 per case.
Case of 18/2 pound cartons	4.25 per case.
Case of 6/4 pound cartons	2.90 per case.
Case of 20/1¾ pound small cakes in cartons	4.60 per case.
Case of 18/1¾ pound small cakes in cartons	4.15 per case.

(3) For sales made by a wholesaler shall be determined pursuant to the provisions of Maximum Price Regulation No. 421.

(4) For sales made by a retailer in Group 3 or Group 4 shall be determined pursuant to the provisions of Maximum Price Regulation No. 422.

(5) For sales made by a retailer in Group 1 or Group 2 shall be determined pursuant to the provisions of Maximum Price Regulation No. 423.

(d) The permission granted to Quaker Oats Company in this Revised Order No. 5 is subject to the following conditions:

(1) The pet food products sold under the names "Ken-L-Meal" and "Ken-L-Biskit" must conform to the formulae specifications set forth in its application for the determination of maximum prices therefor, filed in the National Office of the Office of Price Administration, Washington, D. C.

(2) With the first delivery of any item for which a maximum price is established in this Revised Order No. 5 it shall supply each wholesaler and retailer who purchases from it with a written notice as set forth below:

_____
(Insert date)

NOTICE TO WHOLESALERS AND RETAILERS

Our OPA ceiling prices for (describe items by kind, container, type, and size) has been changed by the Office of Price Administration. We are authorized to inform you that if you are a wholesaler or retailer pricing these items under Maximum Price Regulations Nos. 421, 422, or 423, you must refigure your ceiling price for each item on the first delivery of it to you from your customary type of supplier containing this notification after (insert effective date of this Revised Order No. 5). You must refigure your ceiling price following the rules in section 6 of Maximum Price Regulations Nos. 421, 422, or 423, whichever is applicable to you.

For a period of 60 days after determining the new price for any item, and with the first shipment after the 60 day period to each person who has not made a purchase within that time, you shall include in each case, carton, or other receptacle containing the item, the written notice set forth above, or securely attach it to the outside. However, for sales direct to any retailer, you may supply the notice by attaching it to, or stating it on, the invoice covering the shipment, instead of providing it with the goods.

(e) The permission granted to peddler-truck operators in this Revised Order No. 5 is subject to the condition that each peddler-truck operator, with the first delivery of any item for which a maximum price is established herein, shall supply each retailer who purchases from him with a written notice as set forth below:

_____
(Insert date)

NOTICE TO RETAILERS

Our OPA ceiling prices for (describe items by kind, container type, and size) has been changed by the Office of Price Administration. We are authorized to inform you that if you are a retailer pricing these items under Maximum Price Regulations Nos. 422, or 423, you must refigure your ceiling price for each item on the first delivery of it to you from your customary type of supplier containing this notification after (insert effective date of this Revised Order No. 5). You must refigure your ceiling price following the rules in section 6 of Maximum Price Regulations Nos. 422 or 423, whichever is applicable to you.

(f) All prayers of the application not granted herein are denied.

(g) This Revised Order No. 5 may be revoked or amended by the Price Administrator at any time.

(h) Unless the context otherwise requires the definitions set forth in section 14 of Maximum Price Regulation No. 367 shall apply to terms used herein.

This Revised Order No. 5 shall become effective July 22, 1944.

Issued this 21st day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10938; Filed, July 21, 1944; 3:55 p. m.]

[MPR 528, Order 7]

GATES RUBBER CO.

APPROVAL OF MAXIMUM PRICES

Order No. 7 under Maximum Price Regulation 528. Tires and tubes, recapping and repairing.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to Appendix A (d) of Maximum Price Regulation 528, *It is ordered:*

(a) (1) The maximum retail price for the following tire of cotton construction, manufactured by the Gates Rubber Company of Denver, Colorado, shall be:

LOW PLATFORM TRAILER

Size	Ply	Maximum retail price each
8.25-15	14	$90.85

(2) The maximum retail price for this tire in rayon construction will be 112½ percent of the maximum price for the tire of cotton construction.

(b) All provisions of Maximum Price Regulation 528 not inconsistent with this order shall apply to sales covered by this order.

(c) This order may be amended or revoked by the Office of Price Administration at any time.

This order shall become effective July 22, 1944.

Issued this 21st day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10939; Filed, July 21, 1944; 3:55 p. m.]

[MPR 188, Order 22 Under 2d Rev. Order A-3]

EDWARD WECK & CO., INC.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 22 under Second Revised Order A-3 under § 1499.159b of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Adjustment of maximum prices for sales of surgical instruments manufactured by Edward Weck & Company, Inc.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Order Nos. 9250 and 9328, *It is ordered:*

(a) This order permits the manufacturer, Edward Weck & Company, Inc., 135 Johnson Street, Brooklyn, New York, to adjust its maximum prices for sales of surgical instruments and sundries, established by Maximum Price Regulation No. 188, by the amount specified below. This order also authorizes purchasers for resale of these surgical instruments and sundries to adjust their maximum prices by adding the dollar-and-cents amount of the adjustment granted the manufacturer and for which they have become obligated.

(1) *Manufacturer's maximum prices.* Edward Weck & Company, Inc., may adjust its maximum prices for sales and deliveries of the surgical instruments and sundries of its manufacture by an amount not to exceed eleven percent of its established maximum prices for such sales. The permitted adjustment of eleven percent may be made only if separately stated and applies to every item for which a maximum price was established under Maximum Price Regulation No. 188 prior to the effective date of this order. It may not exceed eleven percent of the maximum price so established.

(2) *Maximum prices of purchasers for resale.* Any purchaser for resale of a surgical instrument or sundry for which the manufacturer's maximum price has been adjusted as provided in subparagraph (1) above may add to his properly established maximum price in effect immediately prior to the effective date of this Order the dollar-and-cents amount of the adjustment charge for which he has become obligated provided the amount of such adjustment is separately stated.

(b) At the time of or before the first invoice to each purchaser of an article covered by this order, the seller must furnish the purchaser with a written notice stating the number of this Order and fully explaining its terms and conditions.

(c) This order may be revoked or amended by the Price Administrator at any time.

This Order No. 22 shall become effective on the 24th day of July 1944.

Issued this 22d day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10962; Filed, July 22, 1944; 11:40 a. m.]

[MPR 188, Order 1913]

LINCOLN WOOD PRODUCTS CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1913 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of three items of wall racks manufactured by Lincoln Wood Products Co.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of three items of wall racks manfactured by Lincoln Wood Products Co., 412 Salem Street, Rockford, Illinois.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the articles from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
		Each	*Each*
Wall rack	1	$0.85	$1.00
	2	1.45	1.70
	3	1.45	1.70

These prices are f. o. b. factory, and subject to a cash discount of two percent for payment within ten days, net thirty days.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subparagraph (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum prices are those set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
		Each
Wall rack	1	$1.00
	2	1.70
	3	1.70

These prices are subject to a cash discount of two percent for payment within ten days, net thirty days.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 24th day of July 1944.

Issued this 22d day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10969; Filed, July 22, 1944; 11:41 a. m.]

[MPR 188, Order 1915]

CASON'S CABINET WORKS

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1915 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers goods other than apparel. Approval of maximum prices for sales of a child's table and chair and a child's desk set manufactured by Cason's Cabinet Works.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of a child's table and chair set and a child's desk set manufactured by Cason's Cabinet Works, Demorest, Georgia.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the articles from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
		Each	*Each*
Child's table and chair set	20F-35	$2.33	$2.74
Child's desk set	20F-33	1.78	2.09

These prices are f. o. b. factory, and subject to a cash discount of two percent.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subparagraph (1) (i)

of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum prices are those set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
		Each
Child's table and chair set	20F-35	$2.74
Child's desk set	20F-33	2.09

These prices are subject to a cash discount of two percent.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 24th day of July 1944.

Issued this 22d day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10970; Filed, July 22, 1944; 11:39 a. m.]

[MPR 188, Order 1918]

A AND A MFG. CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1918 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers goods other than apparel. Approval of maximum prices for sales of new bamboo garden or leaf rakes manufactured by A and A Manufacturing Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) The maximum prices for all sales and deliveries by A and A Manufacturing Company, 4409 West Kinzie Street, Chicago 24, Illinois, of a bamboo garden or leaf rake of its manufacture, as described in its application, after such article became subject to Maximum Price Regulation No. 188 are as follows:

To jobbers	*To dealers*
$7.05 per dozen.	$9.40 per dozen

These prices are subject to a cash discount of 2% for payment within 10 days. For sales by manufacturer to jobbers these prices are f. o. b. factory. For sales by manufacturer to dealer these prices are f. o. b. destination.

(1) For sales by jobbers to retailers, the maximum price is $9.40 per dozen, subject to discounts, allowances, and terms no less favorable than those customarily granted by the seller.

(2) For sales at retail, the maximum price is $1.19 per unit.

(b) To every bamboo garden or leaf rake shipped to a purchaser for resale, the manufacturer shall attach a tag or label which plainly states the retail ceiling price.

(c) At the time of the first invoice, the manufacturer shall notify in writing each purchaser who buys from it of the maximum prices established by this order for resales by the purchaser. This order establishes maximum prices for sales by all jobbers to jobbers and retailers. Each jobber who resells any commodity covered by this order must notify his purchaser of the maximum prices established by this order for sales by the purchaser. The written notice may be given in any convenient form.

(d) Unless the context otherwise requires, the definitions set forth in § 1499.20 of the General Maximum Price Regulation shall apply to the terms used herein.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 24th day of July 1944.

Issued this 22d day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10971; Filed, July 22, 1944; 11:40 a. m.]

[MPR 188, Order 1919]

ALFRED S. JOHNSON

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1919 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of a wall bracket manufactured by Alfred S. Johnson.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries of a wall bracket manufactured by Alfred S. Johnson 312 East Adams Avenue, Alhambra, California.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the article from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model no.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
		Each	*Each*
Wall bracket		$0.64	$0.75

These prices are f. o. b. factory, and subject to a cash discount of 2 percent for payment within ten days.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subparagraph (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum price is that set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
		Each
Wall bracket		$0.75

This price is subject to a cash discount of two percent for payment within ten days.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 24th day of July 1944.

Issued this 22d day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10972; Filed, July 22, 1944; 11:39 a. m.]

[MPR 188, Order 1920]

C. H. PEARCE CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1920 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than appareal. Approval of maximum prices for sales of 2-prong weeding hoes manufactured by C. H. Pearce Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) The maximum prices for all sales and deliveries by C. H. Pearce Company, 4621 Baltimore Avenue, Hyattsville, Maryland, of 2-prong weeding hoes of its manufacture, as described in its application dated May 31, 1944 after such articles became subject to Maximum Price Regulation No. 188, are as follows:

Article	Model	To jobbers	To retailers
		Per dozen	*Per dozen*
2-prong weeding hoe	None	$5.69	$7.58

These maximum prices are f. o. b. factory and are subject to a cash discount of 2% 10 days, 30 days net.

(b) The maximum price for all sales and deliveries at wholesale for the hoes described in paragraph (a) above shall be the prices set forth below as follows:

Article	Model	Maximum price to retailers
		Per doz.
2-prong weeding hoe	None	$7.58

(c) For sales by jobbers, the maximum prices set forth immediately above are subject to cash discounts, terms and allowances no less favorable than those customarily granted by the seller.

(d) The maximum prices for a sale at retail of the hoes described in paragraph (a) above shall be as follows:

Article	Model	Maximum price to consumers
		Each
2-prong weeding hoe	None	$0.95

This order shall become effective on the 24th day of July 1944.

Issued this 22d day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10973; Filed, July 22, 1944; 11:41 a. m.]

(e) On each hoe shipped to a purchaser for resale, the manufacturer shall attach a tag or label which plainly states the retail selling price.

(f) At the time of the first invoice, the manufacturer shall notify in writing each purchaser who buys from it of the maximum prices established by this order for resales by the purchaser. Since this order also establishes maximum prices for sales by all jobbers to jobbers and retailers, each jobber who resells any commodity covered by this order must notify his purchaser of the maximum prices established by this order for sales by the purchaser. This written notice may be given in any convenient form.

(g) Unless the context otherwise requires, the definitions set forth in § 1499.20 of the General Maximum Price Regulation shall apply to the terms used herein.

(h) This Order No. 1920 may be revoked or amended by the Price Administrator at any time.

This Order No. 1920 shall become effective on the 24th day of July 1944.

Issued this 22d day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[MPR 188, Order 1921]

CLIFFORD AND RICHARD PHARES

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1921 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of a child's lawn chair manufactured by Clifford Phares and Richard Phares.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of a child's lawn chair manufactured by Clifford Phares and Richard Phares, 3404 Bruestle Avenue, Cheviot, Ohio.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the article from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
		Each	*Each*
Child's lawn chair		$1.17	$1.38

These prices are f. o. b. factory.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in paragraph (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum price is that set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
		Each
Child's lawn chair		$1.38

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 24th day of July 1944.

Issued this 22d day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10974; Filed, July 22, 1944; 11:40 a. m.]

[RMPR 122, Amdt. 11 to Rev. Order 47]

REPPLIER COAL CO.

ADJUSTMENT OF MAXIMUM PRICES

Amendment No. 11 to Revised Order No. 47 under Revised Maximum Price Regulation No. 122. Washington area and Alexandria, Virginia.

For the reasons set forth in the opinion issued herewith and in accordance with § 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122; *It is ordered*, That Revised Order No. 47 be amended in the following respect:

New paragraph (f4) is added to read as follows:

(f4) The prices set forth in paragraphs (c) (1), (d) and (f) for the respective areas and for "direct delivery" and "yard sales" may be increased for sales of "New Castle anthracite" by no more than 50 cents per net ton or 55 cents per gross ton in the egg, stove, nut and pea sizes; by 40 cents per net ton or 45 cents per gross ton in the buckwheat, rice and barley sizes; if:

(1) The dealer keeps Newcastle anthracite separate in storage and delivery, from any other kind of solid fuel; and

(2) The dealer keeps complete and accurate records of Newcastle anthracite for such time as this paragraph (f4) is in effect. The records shall show: the date he received the call; the name and address of the producer; the quantity in net tons of each delivery to him of such anthracite and all invoices sent him by the producers; and

(3) The Newcastle anthracite is produced by Repplier Coal Company, Buck Run, Pennsylvania, and is sold as "Newcastle".

NOTE: The reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

This amendment to Revised Order No. 47 shall become effective July 24, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 363, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 22d day of July 1944.

JAMES F. BROWNLEE,
Acting Administrator.

[F. R. Doc. 44-10992; Filed, July 22, 1944; 4:29 p. m.]

[MPR 188, Order 1916]

TOY PRODUCTS CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1916 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of a magazine rack manufactured by Toy Products Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of a magazine rack manufactured by Toy Products Company, 833 Metropolitan Building, Minneapolis, Minnesota.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the article from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
Magazine rack	100	*Each* $2.76	*Each* $3.25

These prices are f. o. b. factory, and subject to a cash discount of two percent for payment within 10 days, net 30 days.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be determined by applying to the prices specified in subparagraph (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method. § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturers' stock, the maximum price is that set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
Magazine rack	100	$3.25

This price is subject to a cash discount of 2 percent for payment within 10 days, net 30 days.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 24th day of July 1944.

Issued this 22d day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10994; Filed, July 22, 1944; 4:29 p. m.]

[MPR 188, Order 1917]

GIRTON MFG. CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1917 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of garden cultivators manufactured by Girton Manufacturing Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) The maximum prices for all sales and deliveries by Girton Manufacturing Company, Millville, Pennsylvania, of garden cultivators of its manufacture, as described in its application dated June 6, 1944 after such articles became subject to Maximum Price Regulation No. 188, are as follows:

Article	Model	To jobbers	To retailers
Garden cultivator	None	*Each* $1.75	*Each* $2.18

These maximum prices are f. o. b. factory. Carload rate of freight allowed and are subject to a cash discount of 2 percent 10 days, net 30 days.

(b) The maximum price for all sales and deliveries at wholesale for the garden cultivators described in paragraph (a) above shall be the prices set forth below as follows:

Article	Model	Maximum price to retailers
Garden cultivator	None	*Each* $2.18

(c) For sales by jobbers, the maximum prices set forth immediately above are subject to cash discounts, terms and allowances no less favorable than those customarily granted by the seller.

(d) The maximum prices for a sale at retail of the garden cultivators described in paragraph (a) above shall be as follows:

Article	Model	Maximum price to consumer
Garden cultivator	None	*Each* $3.12

(e) On each garden cultivator shipped to a purchaser for resale, the manufacturer shall attach a tag or label which plainly states the retail selling price.

(f) At the time of the first invoice, the manufacturer shall notify in writing each purchaser who buys from it of the maximum prices established by this order for resales by the purchaser. Since this order also establishes maximum prices for sales by all jobbers to jobbers and retailers, each jobber who resells any commodity covered by this order must notify his purchaser of the maximum prices established by this order for sales by the purchaser. This written notice may be given in any convenient form.

(g) Unless the context otherwise requires, the definitions set forth in § 1499.20 of the General Maximum Price Regulation shall apply to the terms used herein.

(h) This Order No. 1917 may be revoked or amended by the Price Administrator at any time.

This Order No. 1917 shall become effective on the 24th day of July 1944.

Issued this 22d day of July 1944.

JAMES G. ROGERS, Jr.
Acting Administrator.

[F. R. Doc. 44-10995; Filed, July 22, 1944; 4:30 p. m.]

[MPR 188, Order 1926]

ZENITH RADIO CORP.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1926 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of two new hearing aids manufactured by Zenith Radio Corporation.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and by virtue of the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, Executive Order No. 9250 and Executive Order No. 9328, *It is hereby ordered:*

(a) The net maximum prices for all sales and deliveries by the Zenith Radio Corporation, 6001 Dickens Avenue, Chicago, Illinois, of the "high-power air conduction hearing aid" or the "bone conduction hearing aid" of its manufacture as described in its application, since the effective date of Maximum Price Regulation No. 188 are as follows:

Class of Customer:	*Maximum price*
To jobbers or distributors.	$27.50 per unit, f. o. b. factory.
To the United States Government.	$27.50 per unit, f. o. b. factory.
To consumers	$50.00 per unit, delivered.
To dealers	$32.50 per unit, f. o. b. factory.

(b) The net maximum prices for all sales and deliveries by any person, other than the Zenith Radio Corporation, of the "high-power air conduction hearing aid" or "the bone conduction hearing aid" manufactured by the Zenith Radio Corporation are as follows:

Class of Customer:	*Maximum price*
To jobbers or distributors.	$27.50 per unit, f. o. b. shipping point.
To the United States Government.	$27.50 per unit, f. o. b. shipping point.
To consumers	$50.00 per unit, delivered.
To dealers	$32.50 per unit, f. o. b. shipping point.

(c) At the time of or prior to the first invoice to each purchaser for resale, the Zenith Radio Corporation shall notify the purchaser for resale of the maximum prices and the conditions set by this order for resales by the purchaser. This notice may be given in any convenient form.

(d) Prior to delivery of each high-power air conduction or bone conduction hearing aid the Zenith Radio Corporation shall attach securely a durable tag containing in easily readable lettering the following statement.

OPA has established a retail ceiling price of $50.00 for this hearing aid. The Zenith Radio Corporation will supply the purchaser of this hearing aid a written guarantee a copy of which is on file with the OPA. This tag may not be removed until after delivery to the consumer.

(e) Unless the context otherwise requires the definitions set forth in section 20 of the General Maximum Price Regulation shall apply to the terms used herein.

(f) This Order No. 1926 may be revoked or amended by the Price Administrator at any time.

This Order No. 1926 shall become effective on the 24th day of July 1944.

Issued this 22d day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-10996; Filed, July 22, 1944; 4:30 p. m.]

[MPR 188, Order 1927]

WESTON INTERNATIONAL CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1927 under § 1499.157 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of a new cigarette lighter manufactured by Weston International Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Order Nos. 9250 and 9328, and in accordance with § 1499.157 of Maximum Price Regulation No. 188, and § 9.3 of Revised Supplementary Regulation No. 14, it is ordered:

(a) This Order No. 1927 establishes maximum prices for sales of the "New Mighty Midgett" cigarette lighter manufactured by Weston International Company, 85 East Tenth Street, New York 3, New York. This order applies to all sales of the new cigarette lighter in the 48 states and the District of Columbia.

(1) For all sales and deliveries by the manufacturer, from the time Maximum Price Regulation No. 188 became applicable to those sales and deliveries, the maximum prices are those set forth below:

Article	Model	Maximum price to jobbers	Maximum price to retailers
Cigarette lighter	New Mighty Midgett.	*Each* $0.30	*Each* $0.40

These prices are f. o. b. New York, N. Y., and are subject to a cash discount of 2% for a payment within 10 days net 30 days.

(2) For all sales and deliveries on and after the effective date of this order by wholesalers to retailers, the maximum price is that set forth below:

Article	Model	Maximum price to retailers
Cigarette lighter	New Mighty Midgett.	*Each* $0.40

This price is f. o. b. seller's city, and subject to the seller's customary terms, discounts, allowances, and other price differentials in effect during March 1942.

(3) For all sales and deliveries at retail by any person on and after the effective date of this order, the maximum price is that set forth below:

Article	Model	Maximum retail price
Cigarette lighter	New Mighty Midgett.	*Each* $0.69

(b) At the time of or prior to the first invoice covering a sale of the "New Mighty Midgett" cigarette lighter, on and after the effective date of this order, the manufacturer and every wholesaler shall notify, in writing, every purchaser for resale of the maximum prices and conditions set by this order for resales by the purchaser. This notice may be given in any convenient form.

(c) Unless the context otherwise requires, the definitions set forth in § 1499.20 of the General Maximum Price Regulation shall apply to the terms used herein. As used in this order, the term "manufacturer" shall have the meaning given to that term by Maximum Price Regulation No. 188.

(d) This Order No. 1927 may be revoked or amended by the Price Administrator at any time.

This Order No. 1927 shall become effective July 24, 1944.

Issued this 22d day of July 1944.

JAMES F. BROWNLEE,
Acting Administrator.

[F. R. Doc. 44-10997; Filed, July 22, 1944; 4:29 p. m.]

[MPR 244, Amdt. 8 to Order 16]

LAKEY FOUNDRY AND MACHINE CO.

ADJUSTMENT OF MAXIMUM PRICES

Amendment No. 8 to Order No. 16 under § 1421.157 (a) of Maximum Price Regulation No. 244. Gray iron castings. Docket No. 3244-102. Lakey Foundry and Machine Company.

For the reasons set forth in the opinion issued simultaneously herewith, *It is hereby ordered*, That Order No. 16 under § 1421.157 (a) of Maximum Price Regulation No. 244 be, and it hereby is, amended as follows:

1. Paragraph (a) of Order No. 16, as amended, is amended by deleting therefrom the entire last proviso beginning with the words "and provided further," and by substituting in lieu thereof the following proviso:

And provided further, That (1) on and after December 1, 1943, Lakey Foundry and Machine Company, Muskegon, Michigan, is hereby authorized to increase by 20 per cent the maximum prices for gray iron castings hereinbefore provided in this paragraph, and (2) the maximum prices established by this paragraph shall not apply to cylinder blocks, Pattern No. H-324432, and cylinder heads, Pattern No. H-325094, sold to Hudson Motor Car Company or to any other cylinder blocks and cylinder heads sold to said purchaser which may bear different pattern numbers but which are substantially the same within the meaning of Maximum Price Regulation No. 244 as the cylinder blocks and cylinder heads made from said Pattern Nos. H-324432 and H-325094.

2. The undesignated paragraph in paragraph (a) of Order No. 16, as amended, beginning with the words "And it is further ordered", is amended to read as follows:

And it is further ordered, That Lakey Foundry and Machine Company, Muskegon, Michigan, shall (1) refund to its purchasers any payments they have made to it for gray iron castings delivered on and after December 1, 1943, which are in excess of the maximum prices specified in Order No. 16, as amended by Amendment No. 8, one half of the applicable refunds to each purchaser to be made not later than August 30, 1944, and the other half to be made not later than October 30, 1944, and (2) file statements with the Iron and Steel Branch of the Office of Price Administration, Washington, D. C., not later than August 30, 1944, and October 30, 1944, to the effect that such refunds have been made and stating the dollars amounts of said refunds to each of its purchasers.

Issued and effective this 22d day of July 1944.

JAMES G. ROGERS, JR.,
Acting Administrator.

[F. R. Doc. 44-10993; Filed, July 22, 1944; 4:30 p. m.]

Regional and District Office Orders.

[Region II Order G-2 Under MPR 154]

ICE IN NEW YORK, N. Y.

Order No. G-2 under Maximum Price Regulation No. 154, as amended. Ice. Adjusted maximum prices for the sale and delivery of ice in the City of New York.

For the various reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1393.8 of Maximum Price Regulation No. 154, as amended, it is hereby ordered:

(a) *What this order does*—(1) *Revokes Order No. G-1 as amended.* This Order No. G-2 supersedes Order No. G-1 issued under Maximum Price Regulation No. 154 on May 24, 1944 and amended on May 27, 1944. Order No. G-1 as amended is of no more force and effect and is hereby revoked.

(2) *Maximum prices; area covered.* If you are an ice manufacturer, or wholesale or retail ice dealer, this Order No. G-2 fixes the maximum prices which you may charge; and if you are a purchaser in the course of trade or business, this order fixes the maximum prices which you may pay, for specific quantities of block, crushed and cube ice delivered at the manufacturer's platform within the City of New York, or delivered at or to any point within the City of New York. The City of New York is hereby defined as comprising the counties of New York, Kings, Bronx, Queens, and Richmond.

(3) *Schedule of prices, charges and discounts.* The schedule of prices from which you shall determine the applicable adjusted maximum price at which you may sell ice, or purchase ice in the course of trade or business, is set forth in schedule I below:

SCHEDULE I

ADJUSTED MAXIMUM PRICES FOR THE SALE OR DELIVERY OF ICE IN THE CITY OF NEW YORK

Class of customer	Applicable adjusted maximum price platform sale (including service stations)			Applicable adjusted maximum price, delivered sale		
	300 lb. cake	100 lb.	40 lb. tub	300 lb. cake	100 lb.	40 lb. tub
Block Ice						
Wholesale ice dealers	$0.50			$0.80		
Retail ice dealers	.65					
Commercial, industrial, institutional (all not otherwise listed)	.65				$0.40	
Milk companies	.55			.75		
Milk companies (white ice)	.45					
		$0.40			.60	
		1.20			1.20	(1)
Home consumers		1.10	(2)		1.15	(2)
Air conditioning customers					.30	
Water cooler service					.80	
Cube Ice						
Wholesale ice dealers			$0.20			
Retail ice dealers			.30			$0.45
Home consumers			.45			1.00
All others			.30			.45
Crushed Ice						
Home consumers						.75
All others						1.30

[1] Per 50 lb.
[2] Per 25 lb.
[3] The applicable adjusted maximum price for crushed ice sold to users who customarily purchased crushed ice in 100-pound quantities and paid the same price for block ice as for crushed ice, is 40¢ per 100 pounds delivered.

(b) *Definitions.* (1) "Ice" means artificial ice.

(2) "Manufacturer" means any person, partnership, corporation or association engaged in the manufacture of artificial ice for sale or delivery within the City of New York.

(3) "Wholesale ice dealer" means any person, partnership or corporation whether or not such person, partnership or corporation is also a manufacturer of ice, who sells or delivers ice in the City of New York, the majority of whose sales or deliveries are customarily made to other ice dealers or who customarily purchases from one ice manufacturer or from one sales representative of ice manufacturers a minimum quantity of 5000 tons of ice per year.

(4) "Retail ice dealer" means any person, partnership, corporation or association whether or not such person, partnership, corporation or association is also a manufacturer of ice, who sells or delivers ice in the City of New York, the majority of whose sales or deliveries are made to ultimate users.

(5) "Sell" means sell, supply, dispose, barter, exchange, transfer, or deliver and contracts and offers to do any of the foregoing.

(6) "White ice" means a cake of ice, at least 25% of which is opaque.

(7) "Platform sale" is a sale of ice, delivery of which is made to the purchaser at the seller's place of business.

(8) "Delivered sale" is a sale of ice delivered to a purchaser at a point other than the seller's place of business.

(c) *What this order prohibits.* Regardless of any contract or other obligation, you shall not

(1) Sell, deliver or offer to sell or deliver, or in the course of trade or business, buy ice at higher than the maximum prices set forth in Schedule I, although you may charge, pay or offer less than such maximum prices.

(2) Obtain any price higher than the applicable maximum price by:

(i) Charging for any service which is not especially requested by the buyer;

(ii) Charging for any service for which a charge is not specifically authorized by this order;

(iii) Using any tying agreement or requiring that a buyer purchase any service or commodity from you in addition to the ice requested by him;

(iv) Using any other device by which a price higher than the applicable maximum price is obtained directly or indirectly.

(d) *Right of amendment or revocation.* The Regional Administrator or the Price Administrator may at any time, amend, revoke or rescind this order, or any provision thereof.

(e) *Applicability of other regulations.* If you are a manufacturer, or wholesale or retail dealer subject to this Order No. G-2, you are governed by the licensing provisions of Supplementary Order No. 72 and Licensing Order No. 1, which provide that a license is required and automatically granted to all persons who make sales subject to Maximum Price Regulation No. 154, as amended. Your license may be suspended for a violation of such regulation or of this order. If your license is suspended, you may not sell ice during the period of suspension.

(f) If you are a manufacturer or wholesale or retail dealer subject to this order, you shall keep, preserve and make available for a period of 12 months, all sales slips and receipts for examination by the Office of Price Administration.

(g) *Posting of maximum prices; sales slips and receipts.* (1) If you are a manufacturer subject to this order, you shall post all your maximum prices (as set forth in Schedule I hereof) in your place of business in a manner plainly visible to and understandable by the purchasing public.

(2) If you are a wholesale or retail dealer subject to this order, you shall exhibit a list of your maximum prices (as set forth in Schedule I hereof) to each purchaser upon request, and post such list upon each of your wagons or trucks.

(3) If you are a manufacturer or wholesale or retail dealer subject to this order, you shall give each purchaser a sales slip or receipt, if requested by such purchaser or if you customarily gave purchasers such sales slip or receipt, which shall contain your name and address, the quantity of ice sold to him, the date of such sale or delivery, and the price charged.

(h) *Enforcement.* (1) Anyone violating any provision of this order is subject to civil and criminal penalties as provided in the Emergency Price Control Act of 1942, as amended.

(2) Any person who has evidence of any violation of this order is urged to communicate with the New York Office of the Office of Price Administration.

(i) Except as otherwise provided herein or as the context may otherwise require, the definitions set forth in Maximum Price Regulation No. .154, as amended, shall apply to terms used herein.

This order has been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

This Order No. G-2 shall become effective July 9, 1944.

Issued this 5th day of July 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44-10918; Filed, July 21, 1944; 1:05 p. m.]

[Region II Rev. Order G-18 Under RMPR 122, Amdt. 4]

SOLID FUELS IN MONROE COUNTY AND ROCHESTER, N. Y.

Amendment No. 4 to Revised Order No. G-18 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Solid fuels delivered by dealers in the City of Rochester and designated portions of Monroe County, State of New York, Coal Area IV.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, Revised Order No. G-18 is amended in the following respect:

1. Paragraph (e) is amended by adding a new subparagraph (3), immediately following subparagraph (2), to read as follows:

(3) *Addition by dealers of charges for oil or chemical treatment of bituminous coal.* Notwithstanding other provisions of this order, if you are a dealer charged a price for oil or chemical treatment of bituminous coal from Districts 2 and 3, you may, on sales of such treated coal, add to the maximum prices set by this order the treatment charge made by your supplier, provided that it does not exceed 10¢ per net ton. This treatment charge may be added only if the treated coal is kept separate and is not mixed with other untreated coal. You shall state the treatment charge separately from all other items on your invoice.

This Amendment No. 4 to Revised Order No. G-18 shall become effective July 10, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 7th day of July 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44-10920; Filed, July 21, 1944; 1:04 p. m.]

[Region II Corr. to 2d Rev. Order G-26 Under RMPR 122]

SOLID FUELS IN NEW YORK REGION

Correction to Second Revised Order No. G-26 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Permited increases in maximum prices for "Silver Brook", "Salem Hill", and other specified anthracite sold subject to designated area dollars-and-cents orders.

1. Paragraph (b) (ii) is corrected to read as follows:

(ii) Tonnage of anthracite specified in paragraph (a) (1) received during the previous calendar month, by size and kind.

This correction shall become effective as of July 5, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 10th day of July 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44-10922; Filed, July 21, 1944; 1:05 p. m.]

[Region II 2d Rev. Order G-26 Under RMPR 122, Amdt. 1]

SOLID FUELS IN NEW YORK REGION

Amendment No. 1 to Second Revised Order No. G-26 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Permitted increases in maximum prices for "Silver Brook," "Salem Hill," and other specified anthracite sold subject to designated area dollars-and-cents orders.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, Second Revised Order No. G-26 is amended in the following respects:

1. Paragraph (a) (1) is amended by adding the following table of increases immediately after the table relating to anthracite prepared by Dragondale Coal Corporation:

FOR SALES OF ANTHRACITE PRODUCED AND PREPARED BY REPPLIER COAL COMPANY

Permitted Per Net Ton Increase Above Applicable Area Ceiling Price for Anthracite

Size:

Broken, egg, stove, nut and pea	$0.50
Buckwheat, rice and barley	.40

2. Paragraph (e) is amended by redesignating subparagraphs (6) and (7) as subparagraphs (7) and (8) respectively, and adding a new subparagraph (6) to read as follows:

(6) "Anthracite produced and prepared by Repplier Coal Company" refers to anthracite produced and prepared by the Repplier Coal Company, Buck Run, Pennsylvania, at its New Castle Colliery.

This Amendment No. 1 to Second Revised Order No. G–26 shall become effective July 12, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 12th day of July 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–10921; Filed, July 21, 1944; 1:04 p. m.]

[Region III Order G–10 Under RMPR 122]

SOLID FUELS IN ST. JOSEPH COUNTY, IND.

Order No. G–10 under Revised Maximum Price Regulation No. 122. Solid fuel sold and delivered by dealers. Maximum prices for specified solid fuels in the County of St. Joseph, Indiana.

For the reasons stated in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122, it is hereby ordered:

(a) *What this order does.* This order establishes maximum prices for sales of specified solid fuels made within St. Joseph County, Indiana. These are the highest prices that any dealer may charge when he delivers such fuel at or to a point in such area; they are also the highest prices that any buyer in the course of trade or business may pay for them.

(b) *What this order prohibits.* Regardless of any obligation, no person shall:

(1) Sell or, in the course of trade or business, buy solid fuels at prices higher than the maximum prices set by this Order No. G–10 but less than maximum prices may at any time be charged, paid or offered.

(2) Obtain a higher than ceiling price by:

(i) Charging a price higher than the schedule price for a service or making a charge for a service not authorized by this order.

(ii) Using any other device by which a higher than maximum price is obtained, directly or indirectly,

(iii) Using any tying agreement or requiring that the buyer purchase anything in addition to the fuel requested by him, except that a dealer may comply with any requirements or standards with respect to deliveries which have been made or may be issued by an agency of the United States Government.

(c) *Schedule for sales of coal.* (1) *Price schedules.* This schedule sets forth maximum price for sales of specified sizes, kinds and quantities of solid fuels. Column I describes the coal for which prices are established; Column II shows maximum prices for cash or credit sales on a "direct delivery" basis; Column III shows maximum prices for "yard sales" to dealers reselling coal. All prices are for sales on a net ton basis.

Column I	Column II	Column III
I. High volatile bituminous coals from Producing District No. 8 (eastern Kentucky, southwestern West Virginia, western Virginia, and northeastern Tennessee) excluding Mine Index Nos. 364, 285, 405, 219, 246, 459, 826, 3612, 481, 370: [1]		
A. Lump:		
1. Size Group No. 1 (larger than 5") Mine Price Classifications C through H	$10.60	$9.60
2. Size Group No. 2 (larger than 3" but not exceeding 6"):		
a. Mine Price Classifications E through J	10.25	9.25
b. Mine Price Classifications K through O	10.05	9.05
B. Egg:		
1. Size Group No. 5 (top size larger than 5" but not exceeding 6" x bottom size larger than 2" but not exceeding 3"; top size larger than 6" x bottom size 2" and smaller):		
a. Mine Price Classifications B through K	10.05	9.05
b. Mine Price Classifications L through N	9.65	8.65
2. Size Group No. 6 (top size larger than 5" but not exceeding 6" x bottom size 2" and smaller; top size 3" but not exceeding 5" x bottom size larger than 2" but not exceeding 3"):		
a. Mine Price Classification A	10.05	9.05
b. Mine Price Classifications B through L	9.80	8.80
3. Size Group No. 7 (top size larger than 3" but not exceeding 6" x bottom size 2" and smaller) Mine Price Classifications B through M	9.55	8.55
C. Stove—Size Group No. 8 (top size larger than 2" but not exceeding 3" x bottom size 2" and smaller) Mine Price Classifications B and lower	9.55	8.55
D. Stoker—Size Group No. 10 (top size 1¼" and smaller x bottom size ¼" and larger):		
1. Mine Price Classification A	10.05	9.05
2. Mine Price Classifications B and lower	9.80	8.80
E. To the prices stated in Sections A, B, C, and D of Part I may be added $0.15 per ton provided the coal is mined in Sub-district 6 of Producing District No. 8 and provided it is separately weighed and billed by the dealer. Sub-district 6 includes that portion of District 8 which is in northern Tennessee and the following counties in Kentucky: Bell, Clay, Clinton, Jackson, Knox, Laurel, Leslie, Madison, McCreary, Owsley, Pulaski, Rock Castle, Wayne and Whitley.		
II. High volatile bituminous coals from Producing District No. 11 (Indiana):		
A. Lump and egg, Size Group Nos. 1, 2 and 3 (bottom size larger than 2", washed or raw):		
1. Price Group Nos. 6 and 14	8.80	7.80
2. Price Group Nos. 5, 13 and 20	8.20	7.20
3. Price Group Nos. 1 through 4, and 8 through 12:		
a. Mine Index No. 115	7.75	6.75
b. All other mines	7.60	6.60
B. Raw nut and pea (stoker), Size Group Nos. 9 through 12 (bottom size larger than 10 mesh or 3/32"):		
1. Price Group Nos. 6 and 14	7.85	6.85
2. Price Group Nos. 5, 13 and 20	7.40	6.40
3. Price Group Nos. 1 through 4, and 8 through 12:		
a. Mine Index No. 115	7.25	6.25
b. All other mines	7.05	6.05
III. High volatile bituminous coals from Producing District No. 10 (Illinois):		
A. Lump and egg:		
1. Size Group Nos. 1, 2 and 3 (bottom sizes larger than 2"):		
a. Price Group Nos. 1, 2 and 8	8.85	7.85
b. Price Group Nos. 10, 12, 13 and 16 through 26	7.80	6.80
c. Price Group Nos. 5 and 7	8.10	7.10
2. Size Group Nos. 4 and 5 (bottom size larger than 1½" but not exceeding 2"). Price Group Nos. 1, 2 and 8	8.80	7.80
III. High volatile bituminous coals from Producing District No. 10 (Illinois)—Con.		
B. Stoker nut and pea, Size Group Nos. 9 through 12 (top size 2" and smaller x bottom size larger than 10 mesh or 3/32" but not exceeding ¾") Price Group Nos. 1, 2 and 8	$7.70	$6.70
C. To the prices stated in sections A and B of Part III may be added $0.10 per ton if the coal has been subjected to an oil or chemical treatment by the supplier and providing such charge has been made by the supplier. The charge for treatment must be separately stated on the dealer's invoice		
IV. High volatile bituminous coals from Producing District No. 4 (Ohio):		
A. Lump and egg, Size Group Nos. 1 and 2 (bottom size larger than 2"):		
1. From the Hocking and Jackson Freight Origin Districts	9.40	8.40
2. From the Pomeroy, Crooksville, Middle and Letonia Freight Origin Districts	9.20	8.20
3. From the Ohio No. 8 and Cambridge Freight Origin Districts	9.00	8.00
B. Stoker, Size Group No. 5 (double screened coal with top size 2" and smaller):		
1. From the Hocking and Jackson Freight Origin Districts	8.70	7.70
2. From the Pomeroy, Crooksville, Middle and Letonia Freight Origin Districts	8.50	7.50
3. From the Ohio No. 8 and Cambridge Freight Origin Districts	8.35	7.35
V. Low volatile bituminous coals from Producing District No. 7 (southeastern West Virginia and northwestern Virginia): [1]		
A. Lump and egg, Size Group Nos. 1 and 2 (lump: bottom size larger than screened run of mine; egg: top size larger than 3" x bottom size no limit):		
1. Mine Price Classification A	11.60	10.60
2. Mine Price Classifications, other	11.20	10.20
B. Stove, Size Group No. 3 dedusted screenings: top size larger than 1¼" but not exceeding 3" x bottom size smaller than 3") Mine Price Classification A	11.20	10.20
C. Stoker, Size Group No. 5 (pea or dedusted screenings top size not exceeding ¾" x bottom size smaller than ¾") Mine Price Classifications A through D	10.05	9.05
VI. Anthracite (Pennsylvania) Egg, stove, and chestnut sizes	15.60	14.60
VII. Coke (excluding reject or reclaimed coke) egg, stove and chestnut sizes	13.10	12.10

[1] In accordance with Regional Supplementary Order No. 3, $0.10 per ton may be added to the prices of these coals if the coal has been subjected to an oil or calcium chloride treatment by the producer to allay dust or prevent freezing and if such charge is separately stated on the dealer's invoice.

(2) *Commercial discounts.* Prices quoted in Column II for sales of more than 25 tons on one order to one location shall be subject to a discount of $.50 per ton.

(3) *Descriptive terms.* All terms used herein to describe size, volatility and producing district are those that were established and defined by the Bituminous Coal Division and in effect as of midnight, August 23, 1943.

(d) The maximum prices for all sales by dealers of solid fuel not provided for by this Order No. G–10 shall be the maximum prices established by Revised Maximum Price Regulation No. 122.

(e) *Schedule of service charges.* This schedule sets forth maximum prices which a dealer may charge for special services rendered in connection with all sales under paragraph (c). These charges may be made only if the buyer requests such service of the dealer and only when the dealer renders the service. Every service charge shall be separately stated in the dealer's invoice.

Maximum service charges shall be as follows:

Carrying from curb (per ton)	$0.50
Carrying up or down one flight of stairs (per ton)	1.00
Service charge for deliveries in quantities of ½ ton	.15
Service charge for deliveries in quantities of ¼ ton	.25

(f) *The transportation tax.* The transportation tax imposed by section 620 of the Revenue Act of 1942 may be collected in addition to the maximum prices set by this order, provided the dealer states it separately from the price on his invoice or statement. However it need not be so separately stated on sales to the United States or any agency thereof, the District of Columbia, any state government or any political subdivision thereof.

(g) *Addition of increase in suppliers prices prohibited.* The maximum prices set by this order may not be increased by a dealer to reflect increases in purchase costs or in supplier's maximum prices occurring after the effective date hereon; but increases in the maximum prices set hereby to reflect such increases are within the discretion of the Regional Administrator.

(h) *Petitions for amendment.* Any person seeking an amendment of any provision of this order may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1 except that the petition shall be filed with the Regional Administrator and acted upon by him.

(i) *Applicability of other regulations.* Every dealer subject to this order is governed by the licensing provisions of Supplementary Order No. 72, effective October 1, 1943.

(j) *Right of amendment or revocation.* The Regional Administrator or Price Administrator may amend, revoke, or rescind this order, or any provision thereof, at any time.

(k) *Records.* Every person making a sale of solid fuel for which a maximum price is set by this order shall keep a record thereof showing the date, the name and address of the buyer, if known, the per net ton price charged and the type and kind of solid fuel sold. The solid fuel shall be identified in the manner in which it is described in the order. The record shall also separately state each service rendered and the charge made for it.

(l) *Posting of maximum prices; sales slips.* (1) Each dealer subject to this order shall post all the maximum prices set by it for all his types of sales. He shall post his prices in his place of business in the manner plainly visible to and understandable by the purchasing public. He shall also keep a copy of this order available for examination by any person inquiring as to his prices for solid fuel. No report of the maximum prices established by this order need be made by any dealer under § 1340.262 (c) of Regulation No. 122.

(2) Every dealer selling solid fuel for sales of which a maximum price is set by this order shall, within thirty days after the delivery of the fuel, give to the buyer a statement showing: the date of the sale, the name and address of the dealer and of the buyer, the kind, size, and quantity of the solid fuel sold, the price charged and separately stating any item which is required to be separately stated by this order.

(m) *Enforcement.* (1) Persons violating any provision of this order are subject to civil and criminal penalties, including suits for treble damages, provided for by the Emergency Price Control Act of 1942, as amended.

(2) Persons who have any evidence of any violations of this order are urged to communicate with the Indianapolis District Office of the Office of Price Administration.

(n) *Definitions and explanations.* (1) "Person" includes an individual, corporation, partnership, association, any other organized group of persons, legal successor or representative of any of the foregoing, and includes the United States, any agency thereof, any other government, or any of its political subdivisions, and any agency of any of the foregoing.

(2) "Sell" includes sell, supply, dispose, barter, exchange, lease, transfer and deliver, and contracts and offers to do any of the foregoing. The term "sale", "selling", "sold", "seller", "buy", "purchase", and "purchaser" shall be construed accordingly.

(3) "Dealer" means any person selling solid fuel except producers or distributors making sales at or from a mine, a preparation plant operated as an adjunct of any mine, a coke oven, or a briquette plant.

(4) "Direct delivery" means dumping, shoveling, or chuting the fuel from the seller's truck directly into the buyer's bin or storage space, but, if this is physically impossible, the term means discharging the fuel directly from the seller's truck at a point where this can be done and at the point nearest and most accessible to the buyer's bin or storage space.

(5) "Yard sales" shall mean sales and deliveries made by the dealer in his customary manner at his yard.

(6) Except as otherwise provided herein or as the content may otherwise require, the definitions set forth in §§ 1340.255 and 1340.266 of Revised Maximum Price Regulation No. 122, as amended, shall apply to the terms used herein, and in full force and effect.

(o) *Applicability of this order.* To the extent applicable, the provisions of this order supersede Revised Maximum Price Regulation No. 122.

This Order No. C–10 under Revised Maximum Price Regulation No. 122 shall become effective July 31, 1944.

NOTE: The reporting and record keeping provisions of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(56 Stat. 23, 765, 57 Stat. 566, Pub. Laws 383, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued July 15, 1944.

BIRKETT L. WILLIAMS,
Regional Administrator.

[F. R. Doc. 44–10923; Filed, July 21, 1944; 1:06 p. m.]

[Region IV Order G–17 Under RMPR 122, Amdt. 28]

SOLID FUELS IN DESIGNATED AREAS IN VIRGINIA

Amendment No. 28 to Order No. G–17 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Appendix XI. Maximum prices for solid fuels in Norfolk and Princess Anne Counties and the independent Cities of Norfolk, Portsmouth, and South Norfolk in the State of Virginia.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122 and by paragraph (e) of Order No. G–17, issued thereunder by this office: *It is hereby ordered,* That paragraph (m) of said Order No. G–17 be amended by adding a new lump coal at the end of that portion of paragraph (m) (11) headed *"High volatile bituminous coal from District No. 8",* as follows:

HIGH VOLATILE BITUMINOUS COAL FROM DISTRICT NO. 8

Size	Per ton 2,000 lbs.	Per ½ ton 1,000 lbs.
Lump coal, size group No. 2 from Mine Index No. 5574 of the Coal Processing Corporation	$11.45	$5.98

This amendment No. 28 to the Order No. G–17 under Revised Maximum Price Regulation No. 122, issued by this office, shall become effective July 20, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this July 15, 1944.

ALEXANDER HARRIS,
Regional Administrator.

[F. R. Doc. 44–10924; Filed, July 21, 1944; 1:06 p. m.]

[Region VI Order G–14 Under RMPR 122, Amdt. 7]

SOLID FUELS IN MILWAUKEE COUNTY, WIS.

Amendment No. 7 to Order No. G–14 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Maximum prices for solid fuels sold in Milwaukee County, Wisconsin.

Pursuant to the authority vested in the Regional Administrator of Region VI by

§ 1340.260 of Revised Maximum Price Regulation No. 122, and for reasons stated in the opinion issued simultaneously herewith, *It is ordered:*

That paragraph (c) (3) of Order No. G–14 be amended to read as follows:

(3) Anything herein to the contrary notwithstanding, the maximum prices in schedule (c) (1) for "commercial" or "steam" sales for any type of fuel shall be inapplicable with respect to any sales at or from dealers' yards located in South Milwaukee, Wisconsin or in Cudahy, Wisconsin. Such dealers shall compute the prices for "commercial" or "steam" sales in accordance with the provisions of Revised Maximum Price Regulation No. 122.

This Amendment No. 7 to Order No. G–14 shall become effective July 1, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 1st day of July 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44–10926; Filed, July 21, 1944; 1:08 p. m.]

[Region VI Order G–15 Under RMPR 122, Amdt. 4]

SOLID FUELS IN QUAD CITIES AREA

Amendment No. 4 to Order No. G–15 under Revised Maximum Price Regulation No. 122. Maximum prices for solid fuels sold in Quad Cities area.

Pursuant to the authority vested in the Regional Administrator of Region VI by § 1340.260 of Revised Maximum Price Regulation No. 122, *It is ordered:*

That the price schedule contained in paragraph (c) of General Order No. G–15 be and it is hereby amended by amending item IVD4 thereof and by adding item IVD5 thereto, as follows:

(c) *Price schedule.* (1) • • •

MAXIMUM AREA PRICES FOR QUAD CITIES AREA

1 Description	2 2 ton or more	3 1 ton or more	4 ½ ton
IV • •	• •	• •	• •
D. • •	• •	• •	• •
4. Dry dedusted S. G. #28, screenings, ¾" x 10 mesh	8.20	8.45	4.50
5. Double screened, S. G. #22, nut or dedusted washed screenings, 1½ x 10 mesh	8.20	8.45	4.50

This Amendment No. 4 to Order No. G–15 shall be effective July 1, 1944.

(Stat. 23, 767; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 1st day of July 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44–10927; Filed, July 21, 1944; 1:08 p. m.]

[Region II Rev. Order G–15 Under RMPR 122, Amdt. 3]

SOLID FUELS IN BALTIMORE AND ANNE ARUNDEL COUNTIES, MD.

Amendment No. 3 to Revised Order No. G–15 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Solid fuels delivered by dealers in Baltimore City and designated portions of Baltimore and Anne Arundel Counties, State of Maryland, Coal Area I.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, Revised Order No. G–15 is amended in the following respects:

1. Paragraph (f) is redesignated paragraph (g), paragraph (g) is redesignated paragraph (h), paragraph (h) is redesignated paragraph (i), paragraph (i) is redesignated paragraph (j), paragraph (j) is redesignated paragraph (k), paragraph (k) is redesignated paragraph (l), paragraph (l) is redesignated paragraph (m), paragraph (m) is redesignated paragraph (n), paragraph (n) is redesignated paragraph (o), paragraph (o) is redesignated paragraph (p), paragraph (p) is redesignated paragraph (q), paragraph (q) is redesignated paragraph (r), paragraph (r) is redesignated paragraph (s), paragraph (s) is redesignated paragraph (t).

2. A new paragraph (f) is inserted to read as follows:

(f) *Addition by dealers of charges for oil or chemical treatment of bituminous coal.* Notwithstanding other provisions of this order, if you are a dealer charged a price for oil or chemical treatment of bituminous coal from Districts 2, 3, 7, and 8, you may, on sales of such treated coal, add to the maximum prices set by this order the treatment charge made by your supplier, provided that it does not exceed 10¢ per net ton. This treatment charge may be added only if the treated coal is kept separate and is not mixed with other untreated coal. You shall state the treatment charge separately from all other items on your invoice.

This Amendment No. 3 to Revised Order No. G–15 shall become effective July 10th, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 7th day of July 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–10941; Filed, July 21, 1944; 3:56 p. m.]

[Region II Rev. Order G–15 Under RMPR 122, Amdt. 4]

SOLID FUELS IN BALTIMORE AND ANNE ARUNDEL COUNTIES, MD.

Amendment No. 4 to Revised Order No. G–15 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Solid fuels delivered by dealers in Baltimore City and designated portions of Baltimore and Anne Arundel Counties, State of Maryland, Coal Area I.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, Revised Order No. G–15 is amended in the following respects:

1. Paragraph (d) is amended by revising the "direct-delivery" prices for Virginia anthracite as follows:

Kind and size of coal	Per net ton	Per net ½ ton	Per 100 lbs. (for sales of 100 lbs. or more but less than ½ ton)
Virginia anthracite:			
Egg, stove, nut	$11.80	$6.40	$0.65
Pea	10.15	5.60	.55

Required discounts and maximum authorized service charges remain unchanged.

2. Paragraph (e) (1) is amended by revising the prices for "yard sales" of Virginia anthracite as follows:

Kind and size of coal	Per net ton for sales of ½ ton or more	Per 100 lbs. (for sales of 100 lbs. or more but less than ½ ton
Virginia anthracite:		
Egg, stove, nut	$10.80	$0.60
Pea	9.15	.50

Required discounts remain unchanged.

This Amendment No. 4 to Revised Order No. G–15 shall become effective July 18, 1944.

(56 Stat. 23, 765, 57 Stat. 566, Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 17th day of July 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–10945; Filed, July 21, 1944; 3:56 p. m.]

[Region II Rev. Order G–19 Under RMPR 122, Amdt. 3]

SOLID FUELS IN ATLANTIC COUNTY, N. J.

Amendment No. 3 to Revised Order No. G–19 under § 1340.260 of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Solid fuels delivered by dealers in Atlantic County, State of New Jersey, Coal Area IX.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122, Revised Order No. G–19 is amended in the following respect:

1. Paragraph (d) is amended by adding a new subparagraph (3), immediately following subparagraph (2), to read as follows:

(3) *Addition by dealers of charges for oil or chemical treatment of bituminous coal.* Notwithstanding other provisions of this order, if you are a dealer charged a price for oil or chemical treatment of bituminous coal from Districts 2, 3 and 7, you may, on sales of such treated coal, add to the maximum prices set by this order the treatment charge made by your supplier, *Provided*, That it does not exceed 10¢ per net ton. This treatment charge may be added only if the treated coal is kept separate and is not mixed with other untreated coal. You shall state the treatment charge separately from all other items on your invoice.

This Amendment No. 3 to Revised Order No. G–19 shall become effective July 10, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 7th day of July 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–10944; Filed, July 21, 1944; 3:56 p. m.]

[Region II Order G–27 Under RMPR 122, Amdt. 2]

SOLID FUELS IN DELAWARE

Amendment No. 2 to Order No. G–27 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Solid fuels delivered by dealers in the State of Delaware, Delaware Coal Area I.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, Order No. G–27 is amended in the following respect:

1. Paragraph (d) is amended by adding a new subparagraph (4), immediately following subparagraph (3), to read as follows:

(4) *Addition by dealers of charges for oil or chemical treatment of bituminous coal.* Notwithstanding other provisions of this order, if you are a dealer charged a price for oil or chemical treatment of bituminous coal from Districts 3 and 8, you may, on sales of such treated coal, add to the maximum prices set by this order the treatment charge made by your supplier, provided that it does not exceed 10¢ per net ton. This treatment charge may be added only if the treated coal is kept separate and is not mixed with other untreated coal. You shall state the treatment charge separately from all other items on your invoice.

This Amendment No. 2 to Order No. G–27 shall become effective July 10, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 7th day of July 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–10942; Filed, July 21, 1944; 3:56 p. m.]

[Region II Order G–41 Under RMPR 122, Amdt. 2]

SOLID FUELS IN DESIGNATED COUNTIES IN MARYLAND

Amendment No. 2 to Order No. G–41 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Solid fuels delivered by dealers in Howard, Carroll, Harford, and Cecil Counties, and in designated portions of Baltimore and Anne Arundel Counties, State of Maryland, Coal Area II.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, Order No. G–41 is amended in the following respects:

1. Paragraph (i) is redesignated paragraph (j), paragraph (j) is redesignated paragraph (k), paragraph (k) is redesignated paragraph (l), paragraph (l) is redesignated paragraph (m), paragraph (m) is redesignated paragraph (n), paragraph (n) is redesignated paragraph (o), paragraph (o) is redesignated paragraph (p), paragraph (p) is redesignated paragraph (q), paragraph (q) is redesignated paragraph (r), paragraph (r) is redesignated paragraph (s), paragraph (s) is redesignated paragraph (t), paragraph (t) is redesignated paragraph (u), paragraph (u) is redesignated paragraph (v).

2. A new paragraph (i) is inserted to read as follows:

(i) *Addition by dealers of charges for oil or chemical treatment of bituminous coal.* Notwithstanding other provisions of this order, if you are a dealer charged a price for oil or chemical treatment of bituminous coal from Districts 2, 3, and 7, you may, on sales of such treated coal, add to the maximum prices set by this order the treatment charge made by your supplier, provided that it does not exceed 10¢ per net ton. This treatment charge may be added only if the treated coal is kept separate and is not mixed with other untreated coal. You shall state the treatment charge separately from all other items on your invoice.

This Amendment No. 2 to Order No. G–41 shall become effective July 10, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 7th day of July 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44–10943; Filed, July 21, 1944; 3:56 p. m.]

[Region VII Order 248 Under MPR 188, Amdt. 2]

SUGAR ROCK IN DENVER REGION

Amendment No. 2 to Order No. 248 issued by the Washington Office under Maximum Price Regulation No. 188. Sugar rock in the States of Colorado, Wyoming, Montana, Utah and Idaho.

Pursuant to the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and paragraph (d) of Order No. 248 issued by the Washington Office under Maximum Price Regulation No. 188, and for the reasons set forth in the accompanying opinion, this Amendment No. 2 to said Order No. 248 is issued.

1. Paragraph (b) (1) as amended by Amendment No. 1 issued by this Regional Office on May 20, 1943, is hereby further amended by adding thereto a new subparagraph designated (iii), to read as follows:

(iii) The maximum price for sugar rock testing not less than 97% of calcium carbonate in broken sizes of not less than 2" or more than 4" shall be $1.70 per ton, f. o. b. cars Warren, Montana.

2. *Effective date.* This Amendment No. 2 shall become effective on the 1st day of July 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 17th day of July 1944.

RICHARD Y. BATTERTON,
Regional Administrator.

[F. R. Doc. 44–10940; Filed, July 21, 1944; 3:55 p. m.]

LIST OF COMMUNITY CEILING PRICE ORDERS

All the below orders were filed with the Division of the Federal Register on July 21, 1944.

REGION II

Albany Order 1–F, Amendment 16, covering fresh fruits and vegetables in certain cities in the Albany District Office, filed 10:07 a. m.

Binghamton Order 1–F, Amendment 14, covering fresh fruits and vegetables in certain areas in New York, filed 10:16 a. m.

Buffalo Order 1–F, Amendment 13, covering fresh fruits and vegetables in certain cities in New York, filed 10:15 a. m.

Camden Order 1–F, Amendment 15, covering fresh fruits and vegetables in Camden, Burlington, Gloucester, Salem & Cumberland, filed 10:14 a. m.

Camden Order 2–F, Amendment 12, covering fresh fruits and vegetables in Atlantic and Cape May Counties, N. J., filed 10:13 a. m.

Concord Order 4–F under GO 51, covering fresh fruits and vegetables in the State of New Hampshire, filed 10:05 a. m.

Concord Order 7, Amendment 1, covering community food prices in certain areas in New Hampshire, filed 10:05 a. m.

District of Columbia Order 9, Amendment 3, covering community food prices in District of Columbia Office Area, filed 10:17 a. m.

District of Columbia Order 9, Amendment 4, covering community food prices in District of Columbia Office Area, filed 10:14 a. m.

Maryland Order 1–F, Amendment 15, covering fresh fruits and vegetables in the Baltimore, Maryland Area, filed 9:20 a. m.

Maryland Order 3–F, Amendment 2, covering fresh fruits and vegetables in the Baltimore, Maryland Area, filed 9:20 a. m.

Scranton Order 1–W, covering dry groceries in certain counties in Pennsylvania, filed 10:09 a. m.

Scranton Order 3–F, Amendment 8, covering fresh fruits and vegetables in certain counties in Pennsylvania, filed 10:16 a. m.

Syracuse Order 1–F, Amendment 14, covering fresh fruits and vegetables in City of Syracuse, N. Y., filed 10:13 a. m.

Williamsport Order 1–F, Amendment 15, covering fresh fruits and vegetables in Williamsport, filed 9:40 a. m.

REGION III

Cincinnati Order 1–F, Amendment 39, covering fresh fruits and vegetables in Hamilton, Ohio, filed 9:59 a. m.

Detroit Order 1–F, Amendment 27, covering fresh fruits and vegetables in designated counties in Michigan, filed 9:43 a. m.

Escanaba Order 9–F, Amendment 20, covering fresh fruits and vegetables in certain areas in Michigan, filed 9:57 a. m.

Escanaba Order 10–F, Amendment 20, covering fresh fruits and vegetables in designated areas in Michigan, filed 9:57 a. m.

Escanaba Order 11–F, Amendment 20, covering fresh fruits and vegetables in certain cities in Michigan Area, filed 9:57 a. m.

Escanaba Order 12–F, Amendment 19, covering fresh fruits and vegetables in certain areas in Michigan, filed 9:57 a. m.

Escanaba Order 13–F, Amendment 19, covering fresh fruits and vegetables in certain areas in Michigan, filed 9:58 a. m.

Escanaba Order 14–F, Amendment 19, covering fresh fruits and vegetables in certain areas in Michigan and Wisconsin, filed 9:58 a. m.

Escanaba Order 15–F, Amendment 19, covering fresh fruits and vegetables in certain areas in Michigan and Wisconsin, filed 9:58 a. m.

Escanaba Order 16–F, Amendment 19, covering fresh fruits and vegetables in Saulte Ste. Marie, Chippewa Co., Michigan, filed 9:58 a. m.

Escanaba Order 17–F, Amendment 18, covering fresh fruits and vegetables in certain areas in Michigan, filed 9:58 a. m.

Lexington Order 1–F, Amendment 38, covering fresh fruits and vegetables in Fayette Co., Ky., filed 9:44 a. m.

Lexington Order 2–F, Amendment 32, covering fresh fruits and vegetables in Campbell and Kenton Counties, filed 9:56 a. m.

Lexington Order 3–F, Amendment 29, covering fresh fruits and vegetables in Boyd County, Ky., filed 10:04 a. m.

Louisville Order 1–F, Amendment 2, covering fresh fruits and vegetables in Jefferson Co., Ky. and Clark & Floyd Counties, Ind., filed 9:42 a. m.

Louisville Order 2–F, Amendment 2, covering fresh fruits and vegetables in McCracken Co., Ky., filed 9:43 a. m.

Louisville Order 3–F, Amendment 2, covering fresh fruits and vegetables in Daviess and Henderson Counties, Ky., filed 9:44 a. m.

REGION IV

Jacksonville Order 6–F, Amendment 10, covering fresh fruits and vegetables in Jacksonville, Fla., filed 10:18 a. m.

Memphis Order 4–F, Amendment 42, covering fresh fruits and vegetables in Memphis and Shelby Counties, Tenn., filed 9:59 a. m.

Memphis Order 5–F, Amendment 7, covering fresh fruits and vegetables in Memphis District Area, filed 10:18 a. m.

Nashville Order 5–F, Amendment 24, covering fresh fruits and vegetables in certain counties in Virginia, filed 10:00 a. m.

Nashville Order 10–F, Amendment 6, covering fresh fruits and vegetables in all counties in Nashville District with certain exceptions, filed 10:00 a. m.

Roanoke Order 4–F, Amendment 3, covering fresh fruits and vegetables in certain areas in Virginia, filed 10:19 a. m.

Savannah Order 1–F, Amendment 44, covering fresh fruits and vegetables in Chatham, Bryan, Liberty & Effingham Counties, filed 10:01 a. m.

Savannah Order 2–F, Amendment 39, covering fresh fruits and vegetables in designated counties in Georgia, filed 10:02 a. m.

Savannah Order 3–F, Amendment 27, covering fresh fruits and vegetables in named counties in Georgia, filed 10:02 a. m.

Savannah Order 4–F, Amendment 36, covering fresh fruits and vegetables in named counties in Georgia, filed 10:02 a. m.

Savannah Order 5–F, Amendment 17, covering fresh fruits and vegetables in named counties in Georgia, filed 10:17 a. m.

REGION V

Arkansas Order 2–F, Amendment 19, covering fresh fruits and vegetables in Pulaski Co., Ark., filed 9:26 a. m.

Arkansas Order 4–F, Amendment 19, covering fresh fruits and vegetables in Miller Co., Ark., filed 9:25 a. m.

St. Louis Order 2–F, Amendment 7, covering fresh fruits and vegetables in the City and the County of St. Louis, Mo., filed 10:19 a. m.

St. Louis Order 3–F, Amendment 11, covering fresh fruits and vegetables in the City and the County of St. Louis, Mo., filed 9:46 a. m.

Wichita Order G–22, Amendment 1, covering dry groceries and perishables in certain area in Wichita District, filed 9:54 a. m.

Wichita Order G–23, Amendment 2, covering dry groceries and perishables in certain area in Wichita District, filed 9:54 a. m.

Wichita Order G–24, Amendment 2, covering dry groceries and perishables in certain area in Wichita District, filed 9:52 a. m.

REGION VI

Des Moines Order 1–F, Amendment 25, covering fresh fruits and vegetables in the Des Moines Area, filed 9:27 a. m.

Duluth-Superior Order 1–F, Amendment 25, covering fresh fruits and vegetables in Duluth, Proctor and City and Town of Superior, filed 9:28 a. m.

North Platte Order 2–W, covering dry groceries in Dawes and Scotts Bluff, Nebr., filed 9:38 a. m.

Springfield Order 1–FS, Amendment 1, covering fresh fruits and vegetables in City of Springfield and Sagemon Co., Ill., filed 9:27 a. m.

La Crosse Order 1–F, Amendment 24, covering fresh fruits and vegetables in La Crosse, Wis. & Winona, Minn., filed 9:30 a. m.

La Crosse Order 3–F, Amendment 20, covering fresh fruits and vegetables in Eau Claire & Chippewa Falls, Wis., filed 9:29 a. m.

La Crosse Order 4–F, Amendment 20, covering fresh fruits and vegetables in Sparta, Wis., filed 9:28 a. m.

La Crosse Order 5–F, Amendment 20, covering fresh fruits and vegetables in Rochester, Minn., filed 9:29 a. m.

REGION VIII

Los Angeles Order 1–F, Amendment 22, covering fresh fruits and vegetables in the Los Angeles Metropolitan Area, filed 9:37 a. m.

Los Angeles Order L. A.–6, Amendment 18, covering certain food items at retail in the San Bernardino Riverside Area, filed 9:24 a. m.

Los Angeles Order L. A.–7, Amendment 18, covering community food prices in the Santa Barbara-Ventura Area, filed 9:25 a. m.

Los Angeles Order L. A.–8, Amendment 18, covering community food prices in the San Luis Obispo Area, filed 9:31 a. m.

Los Angeles Order L. A.–10, Amendment 7, covering community food prices in certain areas in the Los Angeles District, filed 9:36 a. m.

Los Angeles Order L. A.–11, Amendment 6, covering community food prices in certain areas in the Los Angeles District, filed 9:36 a. m.

Nevada Order 1–W, covering dry groceries and certain perishables in Reno, Nev., filed 9:39 a. m.

Phoenix Order 2–W, Amendment 1, covering dry groceries in "Coconino-Yavapai Area," filed 9:30 a. m.

San Diego Order 1–F, Amendment 49, covering fresh fruits and vegetables in the San Diego Area, filed 9:37 a. m.

Copies of any of these orders may be obtained from the OPA office in the Designated City.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 44–10981; Filed, July 22, 1944; 11:39 a. m.]

LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register on July 22, 1944.

REGION I

Boston Order 5–F, Amendment 1, covering fresh fruits and vegetables in certain areas in Massachusetts, filed 9:46 a. m.

REGION II

Binghamton Order 1–F, Amendment 15, covering fresh fruits and vegetables in certain areas in New York, filed 9:46 a. m.

Pittsburgh Order 1–F, Amendment 15, covering fresh fruits and vegetables in certain areas in the Pittsburgh District, filed 9:56 a. m.

REGION III

Escanaba Order 9–F, Amendment 21, covering fresh fruits and vegetables in certain areas in Michigan, filed 9:47 a. m.

REGION IV

Richmond Order 14, Amendment 6, covering community food prices in certain areas in Virginia, filed 9:46 a. m.

Roanoke Order 3–F, Amendment 4, covering fresh fruits and vegetables in certain areas in Virginia, filed 9:57 a. m.

Columbia Order 14, Amendment 1, covering community food prices (eggs) in South Carolina, filed 9:45 a. m.

REGION V

Wichita Order 2–F, Amendment 6, covering fresh fruits and vegetables in certain areas in the Wichita District. Filed 9:57 a. m.

Wichita Order 4–F, Amendment 4, covering fresh fruits and vegetables in certain areas in the Wichita District. Filed 9:58 a. m.

REGION VI

Quad-Cities District Office Order 3–F, Amendment 6, covering fresh fruits and vegetables in certain areas in Illinois. Filed 9:44 a. m.

Green Bay Order 2–F, Amendment 21, covering fresh fruits and vegetables in certain areas in Wisconsin. Filed 9:59 a. m.

Green Bay Order 3–F, Amendment 15, covering fresh fruits and vegetables in designated areas in Wisconsin. Filed 9:59 a. m.

Omaha Order 19, Amendment 1, covering dry groceries and perishables in designated counties in Nebraska. Filed 9:43 a. m.

Omaha Order 4–W, Amendment 1, covering dry groceries in Lincoln Co., Nebraska. Filed 10:10 a. m.

Omaha Order 7–F, Amendment 1, covering fresh fruits and vegetables in Omaha, Nebr. and Council Bluffs, Iowa. Filed 10:02 a. m.

Omaha Order 7–F, Amendment 2, covering fresh fruits and vegetables in Omaha, Nebr., and Council Bluffs, Iowa. Filed 10:02 a. m.

Omaha Order 8–F, Amendment 1, covering fresh fruits and vegetables in Lincoln, Nebr. Filed 10:03 a. m.

Omaha Order 8–F, Amendment 2, covering fresh fruits and vegetables in Lincoln, Nebr. Filed 10:03 a. m.

Omaha Order 9–F, Amendment 1, covering fresh fruits and vegetables in certain Nebr. and Iowa Counties, filed 10:04 a. m.

Omaha Order 15, Amendment 3, covering dry groceries and perishables in Nebr. and Iowa Counties, filed 10:04 a. m.

Omaha Order 16, Amendment 1, covering dry groceries and perishables in Lancaster Co., Nebr., filed 10:04 a. m.

Omaha Order 17, Amendment 1, covering dry groceries and perishables in certain areas in Nebr., filed 10:05 a. m.

Omaha Order 18, Amendment 1, covering dry groceries and perishables in certain counties in Nebr. and Iowa, filed 9:44 a. m.

Milwaukee Order 4–F, Amendment 8, covering fresh fruits and vegetables in certain counties in Milwaukee District, filed 9:44 a. m.

Milwaukee Order 2–F, Amendment 23, covering fresh fruits and vegetables in Dane Co., filed 10:00 a. m.

Milwaukee Order 3–F, Amendment 23, covering fresh fruits and vegetables in Racine and Kenosha, filed 10:01 a. m.

Milwaukee Order 5–F, Amendment 22, covering fresh fruits and vegetables in Sheboygan and Fond du Lac Counties, filed 10:00 a. m.

REGION VII

New Mexico Order F–3, Amendment 1, covering fresh fruits and vegetables in Gallup, filed 9:47 a. m.

New Mexico Order F–3, Amendment 2, covering fresh fruits and vegetables in Gallup, filed 9:47 a. m.

New Mexico Order F–3, Amendment 3, covering fresh fruits and vegetables in Gallup, filed 9:48 a. m.

New Mexico Order F–3, Amendment 4, covering fresh fruits and vegetables in Gallup, filed 9:48 a. m.

New Mexico Order F–4, covering fresh fruits and vegetables in certain cities and towns in New Mexico, filed 9:49 a. m.

New Mexico Order F–4, Amendment 2, covering fresh fruits and vegetables in certain cities and towns of New Mexico, filed 9:50 a. m.

New Mexico Order F–4, Amendment 3, covering fresh fruits and vegetables in certain cities and towns in New Mexico. Filed 9:50 a. m.

New Mexico Order F–4, Amendment 4, covering fresh fruits and vegetables in certain cities and towns in New Mexico. Filed 9:51 a. m.

New Mexico Order F–5, Amendment 1, covering fresh fruits and vegetables in City of Las Vegas. Filed 9:51 a. m.

New Mexico Order F–5, covering fresh fruits and vegetables in Las Vegas, New Mexico. Filed 9:51 a. m.

New Mexico Order F–6, covering fresh fruits and vegetables in certain areas in New Mexico. Filed 9:52 a. m.

REGION VIII

Fresno Order 1–F, Amendment 26, covering fresh fruits and vegetables in the City and the County of Fresno, Calif. Filed 9:43 a. m.

Fresno Order 2–F, Amendment 11, covering fresh fruits and vegetables in certain areas in Calif. Filed 9:42 a. m.

Phoenix Order 3–F, Amendment 28, covering fresh fruits and vegetables in the "Phoenix Area." Filed 9:42 a. m.

San Diego Order 1–F, Amendment 51, covering fresh fruits and vegetables in California. Filed 9:53 a. m.

Spokane Order 1–F, Amendment 17, covering fresh fruits and vegetables in certain areas in Spokane Co., Washington. Filed 9:45 a. m.

Spokane Order 2–F, Amendment 14, covering fresh fruits and vegetables in certain areas in Kootenai Co., Idaho. Filed 9:54 a. m.

Seattle Order 1–W, covering dry groceries in certain counties in Washington. Filed 9:40 a. m.

Seattle Order 23, Amendment 4, covering community food prices in certain counties in central and Western Washington. Filed 9:41 a. m.

San Francisco Order G–11, Amendment 6, covering community food prices in designated cities in the San Francisco District. Filed 9:40 a. m.

Seattle Order 60, covering community food prices in the Seattle Area. Filed 9:55 a. m.

Seattle Order 61, covering community food prices in the Tacoma Area. Filed 9:55 a. m.

Seattle Order 62, covering community food prices in the Everett Area. Filed 9:55 a. m.

Seattle Order 63, covering community food prices in the Bremerton Area. Filed 9:56 a. m.

Seattle Order 64, covering community food prices in the Bellingham Area. Filed 9:36 a. m.

Seattle Order 65, covering community food prices in the Olympia Area. Filed 9:36 a. m.

Seattle Order 66, covering community food prices in the Aberdeen-Hoquiam Area. Filed 9:37 a. m.

Seattle Order 67, covering community food prices in the Centralia-Chehalis Area. Filed 9:37 a. m.

Seattle Order 68, covering community food prices in the Wenatchee Area. Filed 9:38 a. m.

Seattle Order 69, covering community food prices in the Yakima Area. Filed 9:38 a. m.

Copies of any of the above orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 44–11060; Filed, July 24, 1944; 11:43 a. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 1–2125]

WABASH RAILWAY CO.

ORDER GRANTING APPLICATION TO STRIKE FROM LISTING AND REGISTRATION

At a regular session of the securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 21st day of July, A. D., 1944.

In the matter of Wabash Railway Company 5½% Refunding General Mortgage Sinking Fund Gold Bonds, Series A, due 1975; 5% refunding general Mortgage Sinking Fund Gold Bonds, Series B, due 1976; 4½% Refunding General Mortgage Sinking Fund Gold Bonds, Series C, due 1978; 5% Refunding General Mortgage Sinking Fund Gold Bonds, Series D, due 1980; File No. 1–2125.

The New York Stock Exchange, pursuant to section 12 (d) of the Securities Exchange Act of 1934 and Rule X–12D2–1 (b) promulgated thereunder, having made application to strike from listing and registration the above-mentioned securities of Wabash Railway Company; and

After appropriate notice, a hearing having been held in this matter; and

The Commission having considered said application together with the evidence introduced at said hearing, and having due regard for the public interest and the protection of investors;

It is ordered, That said application be and the same is hereby granted, effective at the close of the trading session on July 31, 1944.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 44–10999; Filed, July 24, 1944; 9:54 a. m.]

[File No. 812–353]

AMERICAN PUBLIC WELFARE TRUST

NOTICE OF AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission held at its office in the City of Philadelphia, Pa., on the 21st day of July, A. D., 1944.

American Public Welfare Trust has filed an application pursuant to section 17 (b) of the Investment Company Act of 1940 for an order exempting from the provisions of section 17 (a) of said act a transaction in which the applicant proposes to sell to Wadsworth Winslow and Leland L. Waters 1787 shares of preferred stock and 2425 shares of the common stock of the Boston, Worcester & New York Street Railway Company for the sum of $65,735. The proposed sale price for the preferred stock is at the rate of $30 per share and for the common stock at the rate of $5 per share. The applicant is a registered investment company and Wadsworth Winslow and Leland L. Waters are affiliated persons of Boston, Worcester & New York Street Railway Company, an affiliated person of the applicant.

It is ordered, Pursuant to section 40 (a) of said act, that a hearing on the aforesaid application be held on July 28, 1944 at 10:00 o'clock, A. M., Eastern war time in Room 318, Securities and Exchange Commission Building, 18th and Locust Streets, Philadelphia, Pennsylvania; and

It is further ordered, That Willis E. Monty, Esquire, or any other officer or officers of the Commission designated by it for that purpose shall preside at such hearing. The officer so designated is hereby authorized to exercise all the powers granted to the Commission under sections 41 and 42 (b) of the Investment Company Act of 1940 and to trial examiners under the Commission's rules of practice.

Notice of such hearing is hereby given to American Public Welfare Trust, and to any other persons whose participation in such proceeding may be in the public interest or for the protection of investors.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 44–11000; Filed, July 24, 1944; 9:54 a. m.]

[File No. 812-354]

AMERICAN PUBLIC WELFARE TRUST

NOTICE OF AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission held at its office in the City of Philadelphia, Pa., on the 21st day of July A. D., 1944.

American Public Welfare Trust has filed an application pursuant to section 17 (b) of the Investment Company Act of 1940 for an order exempting from the provisions of section 17 (a) of said act the transaction in which the applicant proposes to sell to Dwight G. W. Hollister 32,772 shares of the capital stock of A. P. W. Paper Company, Inc. and 162,000 face amount of the A. P. W. Paper Company, Inc. 25-Year 6% Convertible Gold Notes (Assented) for the sum of $158,926.50. The proposed sale price for the capital stock is at the rate of $2.62½ per share and for the Convertible Gold Notes at 45% of their face amount. The applicant is a registered investment company and Dwight G. W. Hollister is an affiliated person of A. P. W. Paper Company, Inc., an affiliated person of the applicant.

It is ordered, pursuant to section 40 (a) of said act, that a hearing on the aforesaid application be held on July 28, 1944 at 2 o'clock, P. M., Eastern war time in Room 318, Securities and Exchange Commission Building, 18th and Locust Streets, Philadelphia, Pennsylvania; and

It is further ordered, That Willis E. Monty, Esquire, or any other officer or officers of the Commission designated by it for that purpose shall preside at such hearing. The officer so designated is hereby authorized to exercise all the powers granted to the Commission under section 41 and 42 (b) of the Investment Company Act of 1940 and to trial examiners under the Commission's rules of practice.

Notice of such hearing is hereby given to American Public Welfare Trust, and to any other persons whose participation in such proceeding may be in the public interest or for the protection of investors.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-11001; Filed, July 24, 1944; 9:54 a. m.]

[File No. 59-25]

UNITED CORPORATION

NOTICE OF FILING OF APPLICATION FOR EXTENSION OF TIME AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 22d day of July 1944.

The Commission having entered its order dated August 14, 1943, pursuant to section 11 (b) (2) of the Public Utility Holding Company Act of 1935, directing that The United Corporation change its existing capitalization to one class of stock, namely, common stock, and to take such action, in a manner consistent with the provisions of the act, as will cause it to cease to be a holding company;

Notice is hereby given that The United Corporation has filed an application pursuant to section 11 (c) of said act requesting that the time for compliance with said order of the Commission dated August 14, 1943 be extended for an additional year.

All interested persons are referred to said application which is on file in the office of the Commission for details concerning said application.

It appearing to the Commission that it is appropriate in the public interest and in the interest of investors and consumers that a hearing be held to consider said application;

It is ordered, That a hearing on said application under the applicable provisions of the act and the rules of the Commission thereunder be held on the 10th day of August, at 10 a. m., e. w. t., at the office of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia, Pennsylvania, in such room as may be designated on that day by the hearing room clerk in Room 318.

It is further ordered, That Richard Townsend, or any other officer or officers of the Commission designated by it for that purpose, shall preside at such hearing. The officer so designated to preside is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of the act and to a trial examiner under the Commission's rules of practice.

It is further ordered, That, without limiting scope of the issues presented by said application, particular attention will be directed at said hearing to the following matters:

1. Whether The United Corporation has exercised due diligence to comply with the Commission's order of August 14, 1943;

2. Whether an extension of an additional year for compliance with said order of August 14, 1943 is necessary or appropriate in the public interest or for the protection of investors or consumers.

It is further ordered, That any persons desiring to be heard or otherwise wishing to participate in this proceeding shall file with the Secretary of the Commission, on or before August 7, 1944, his application therefor as provided in Rule XVII of the Commission's rules of practice.

It is further ordered, That the Secretary of the Commission shall serve notice of this order by mailing a copy thereof by registered mail to The United Corporation, and that notice shall be given to all other persons by publication thereof in the FEDERAL REGISTER.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-11002; Filed, July 24, 1944; 9:54 a. m.]

[File No. 70-931]

PORTSMOUTH GAS CO. AND ASSOCIATED ELECTRIC CO.

NOTICE OF FILING AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 22d day of July, 1944.

Notice is hereby given that an application-declaration has been filed with this Commission pursuant to the Public Utility Holding Company Act of 1935, by Associated Electric Company, a registered Holding company, and its wholly-owned subsidiary, The Portsmouth Gas Company; and

All interested persons are referred to the said application-declaration which is on file in the office of the said Commission for a statement of the transactions therein proposed, which are summarized below:

Associated Electric Company proposes to sell to A. L. Klees and George Shaw, of Long Island, New York, non-affiliates, for the base price of $100,000, subject to adjustments, all the outstanding shares of stock of The Portsmouth Gas Company, consisting of 4,000 shares of common stock without par value. In connection with such sale, The Portsmouth Gas Company proposes to refund $510,000 of its present open account indebtedness to Associated Electric Company (in the amount of $1,070,000 at December 31, 1943) by issuing and delivering in payment therefor $510,000 principal amount of new twenty-year first mortgage bonds or notes, to bear interest at the rate of 4%; and Associated Electric Company proposes to donate to The Portsmouth Gas Company the balance of such open account indebtedness. The agreement of sale also provides that the purchasers, Klees and Shaw, shall have the option of acquiring from Associated Electric Company the said $510,000 principal amount of bonds or notes to be issued as above described, for cash, and the exercise of such option shall entitle the purchasers to a reduction of $25,000 in the base purchase price to be paid for the common stock being acquired by them.

Associated Electric Company also proposes to acquire from The Portsmouth Gas Company all of the latter's holdings of 490 shares of common stock of Atlantic Utility Service Corporation, for a total cash consideration of one dollar.

The filing designates sections 6 (b), 9 (a) (1), 10, 12, (d), and 12 (f) of the act, and Rules U-43, U-44, and U-45 promulgated thereunder, as applicable to the proposed transactions.

It appearing to the Commission that it is appropriate in the public interest and the interest of investors and consumers that a hearing be held with respect to such matters;

It is ordered, That a hearing on such matters under the applicable provisions of said act and rules of the Commission thereunder be held on August 8, 1944, at 10:00 a. m., e. w. t., at the offices of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia 3, Pennsylvania. On such date the hearing room clerk in room 318 will advise as to the room in which such hearing will be held.

It is further ordered, That Allen MacCullen, or any other officer or officers of the Commission designated by it for that purpose shall preside at the hearings in such matter. The officer so designated to preside at any such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of said act and to a trial examiner under the Commission's rules of practice.

It is further ordered, That any person desiring to be heard in connection with the proceeding or proposing to intervene herein shall file with the Secretary of the Commission on or before August 5, 1944, his request or application therefor, as provided by Rule XVII of the rules of practice of this Commission.

It is further ordered, That, without limiting the scope of the issues presented by said application-declaration, particular attention will be directed at such hearing to the following matters:

1. Whether the proposed transactions are appropriate and in the public interest and in the interest of investors and consumers;

2. Whether the consideration to be received for the proposed sale is fair and reasonable;

3. Whether the proposed acquisitions by Associated Electric Company of the common stock of Atlantic Utility Service Corporation and of the securities to be issued by The Portsmouth Gas Company comply with the provisions of section 10 of the act;

4. The propriety of the accounting treatment to reflect the proposed transactions on the books of the applicants-declarants;

5. Whether, and to what extent, it is necessary or appropriate in the public interest to impose terms or conditions in regard to the accounts or capital structure of The Portsmouth Gas Company, or otherwise in regard to the proposed transactions;

6. Whether, in all other respects, the proposed transactions comply with all the applicable provisions and requirements of the Public Utility Holding Company Act of 1935 and the rules and regulations promulgated thereunder.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F.R. Doc 44-11003; Filed, July 24, 1944; 9:54 a.m.]

[File Nos. 70-915, 70-916]

CITIES SERVICE POWER & LIGHT CO., ET AL.

NOTICE OF FILING AND ORDER FOR HEARING AND FOR CONSOLIDATION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 22d day of July, A. D. 1944.

In the matters of Cities Service Power & Light Company, File No. 70-915; Derby Gas & Electric Corporation, The Danbury and Bethel Gas and Electric Light Company, File No. 70-916.

Notice is hereby given that Cities Service Power & Light Company ("Power & Light") and Derby Gas & Electric Corporation ("Derby"), both registered holding companies, and The Danbury and Bethel Gas and Electric Light Company, a subsidiary of Power & Light, have filed with the Commission applications and declarations pursuant to sections 6, 7, 9 10, 11 and 12 and Rules U-44 and U-45 and any other applicable sections of the act or rules thereunder with respect to various proposed transactions, all as more particularly hereinafter described.

All interested persons are referred to said documents, which are on file in the offices of this Commission, for a full statement of the transactions therein proposed, which are summarized below:

Power & Light proposes to sell to Derby, a Delaware company, all of the securities which Power & Light owns of its electric and gas utility subsidiary, The Danbury and Bethel Gas and Electric Light Company ("Danbury"), to wit:

(a) 24,000 shares of common stock of the par value of $25 per share;

(b) 175 shares of 7% cumulative preferred stock of the par value of $25 per share; and

(c) Two 6% demand promissory notes, payable to Power & Light, dated respectively December 31, 1937 and January 27, 1938 in the respective principal amounts of $367,000 and $12,000.

The purchase price for said securities is $1,450,000. Power & Light is also entitled to receive:

(a) All net income of Danbury (either as a dividend or as an adjustment on the purchase price) from February 29, 1944, up to and including the closing date;

(b) All accrued and unpaid interest on said notes and all accumulated and unpaid dividends on said preferred stock up to and including the closing date; and

(c) A dividend of $10,000 payable out of surplus arising prior to February 29, 1944, to cover unbilled revenue.

The purchase price is payable in cash on the closing date, which is specified to be on or before September 1, 1944.

The net proceeds from the sale of said securities will be applied by Power & Light to the prepayment of its Bank Loan Notes in accordance with the terms thereof, as required by Power & Light's Custodian Agreement dated March 15, 1944, with The Chase National Bank of the City of New York, heretofore executed and delivered pursuant to the order of the Commission dated March 14, 1944.

The Commission is requested by Power & Light to issue an appropriate order and findings in connection with the proposed transactions hereinabove described, conforming to the requirements of section 1808 of the Internal Revenue Code.

In connection with the purchase and acquisition by Derby from Power & Light of the aforesaid securities of Danbury, the following transactions are proposed:

(a) Derby will issue and sell to The Equitable Life Insurance Society of the United States, the owner of all Derby's presently outstanding 3% Collateral Trust Debentures, an additional $1,450,000 principal amount of such debentures, to be known as the "3% Series due 1954" at 100% of principal amount plus accrued interest.

(b) Derby will issue and sell an additional number of its no par value common shares to provide Derby with not exceeding $1,000,000 in cash.

(c) At the time of the acquisition by Derby of the aforesaid securities of Danbury, Derby will sell to the aforesaid insurance company $850,000 of the new 3% debentures referred to in subdivision (a) above, and employ $450,000 of such funds, together with approximately $1,000,000 to be received from the proposed issuance and sale of additional shares of its common stock, to consummate the purchase of the aforesaid securities of Danbury from Power & Light; the remaining $400,000 to be received at such time from the aforesaid insurance company will be paid by Derby to Danbury in consideration for the agreement of Danbury to issue to Derby on October 1, 1944 16,000 shares of Danbury's common stock of the par value of $25 per share. Derby will cause Danbury to employ said $400,000 together with certain of Danbury's own funds to redeem at the earliest practicable date all of Danbury's outstanding 16,000 shares of 7% cumulative preferred stock at the redemption price of $27.50 per share plus accumulated dividends on such stock.

(d) Concurrently with the acquisition of the aforesaid securities of Danbury, Derby proposes to make a capital contribution to Danbury by surrendering the two demand promissory notes in the aggregate principal amount of $379,000 which Derby will acquire from Power & Light.

(e) On October 1, 1944 Derby will sell to the aforesaid insurance company $600,000 of the new 3% debentures referred to in subdivision (a) above and pay such funds over to Danbury in consideration of the issuance and sale by Danbury to Derby of 24,000 shares of Danbury's common stock of the par value of $25 per share. Danbury will use said $600,000 together with certain of its own funds to redeem at the next redemption date all of the outstanding $600,000 principal amount of its twenty-five year 6% Mortgage Gold Bonds, Series A, due August 1, 1948, at the redemption price of 101½% of the principal amount thereof plus accrued interest.

It appearing to the Commission that it is appropriate in the public interest and in the interests of investors and consumers that a hearing be held with respect to said matters, and that said declarations shall not become effective nor said applications be granted except pursuant to further order of this Commission; and

It further appearing to the Commission that the issues presented by the declarations and applications of Power & Light (File No. 70-915), and of Derby (File No. 70-916) involve common questions of law and fact and should be consolidated and heard together;

It is ordered, That the proceedings in these matters be, and they hereby are, consolidated and that a consolidated hearing under the applicable provisions of the act and rules of the Commission promulgated thereunder be held on August 8, 1944, at 10:00 a. m., e. w. t., at the offices of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia 3, Pennsylvania, in such room as the hearing room clerk in Room 318 will at that time advise. All persons

desiring to be heard or otherwise wishing to participate in the proceeding shall file with the Commission on or before August 5, 1944, a written request relative thereto, as provided by Rule XVII of the rules of practice of the Commission; and

It is further ordered, That Willis E. Monty or any other officer or officers of the Commission designated by it for that purpose shall preside at the hearing in such matters. The officer so designated to preside at any such hearing is hereby authorized to exercise all powers granted to the Commission under the Commission's rules of practice; and

It is further ordered, That without limiting the scope of the issues presented by said declarations and applications otherwise to be considered in this proceeding, particular attention will be directed at the hearing to the following matters and questions:

1. Whether the proposed transactions meet the requirements of section 12 (d) of the act and applicable rules thereunder;

2. Whether the acquisitions involved comply with the requirements of the applicable provisions of section 10 of the act and particularly subsection 10 (c) thereof;

3. Whether the proposed issue and sale of securities by Derby and Danbury meet the standards of section 7 and the requirements of any other applicable provisions of the act and the rules promulgated thereunder.

4. Whether the proposed redemption by Danbury of its aforesaid 6% Mortgage Gold Bonds and 7% cumulative preferred stock meet the standards of section 12 (c) of the act and the applicable rules thereunder;

5. Whether the proposed capital contribution to Danbury by Derby meets the standards of section 12 (b) of the act and the applicable rules thereunder;

6. Whether it is necessary or appropriate in the public interest or for the protection of investors or consumers to impose terms and conditions in respect of the proposed transactions, and if so, what the terms and conditions should be;

7. Generally, whether the proposed transactions are detrimental to the public interest and to the interests of investors or consumers or will tend to circumvent any provisions of the act or the rules, regulations or orders promulgated thereunder.

It is further ordered, That notice of the hearing aforesaid be given to the declarants and applicants, to the Connecticut Public Utilities Commission, and to all other persons; said notice to be given to the declarants and applicants and to the Connecticut Public Utilities Commission by registered mail and to all other persons by general release of this Commission, which shall be distributed to the press and mailed to the mailing list for releases issued under the act, and by publication in the FEDERAL REGISTER.

It is further ordered, That jurisdiction be, and is hereby reserved to separate, whether for hearing in whole or in part, or for disposition in whole or in part, any of the issues, questions or matters herein-before set forth or which may arise in this proceeding, or to consolidate with this proceeding other filings or matters pertaining to the subject matter of this proceeding and to take such other action as may appear conducive to an orderly, prompt and economical disposition of the matters involved.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44–11004; Filed, July 24, 1944; 9:54 a. m.]

WAR FOOD ADMINISTRATION.

[Docket No. AO 83–A 7]

LOWELL-LAWRENCE, MASS., MARKETING AREA

NOTICE OF HEARING ON HANDLING OF MILK

Proposed amendments to the tentatively approved marketing agreement, as amended, and order, as amended, regulating the handling of milk in the Lowell-Lawrence, Massachusetts, Marketing Area.

Pursuant to the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 1940 ed. 601 et seq.), and in accordance with the applicable rules of practice and procedure (7 CFR, Cum. Supp., 900.1 et seq.), notice is hereby given of a hearing to be held in the Auditorium, 11 Haverhill Street, Shawsheen Village, Andover, Massachusetts, beginning at 10 a. m., e. w. t., August 1, 1944, with respect to proposed amendments to the tentatively approved marketing agreement, as amended, and the order, as amended, regulating the handling of milk in the Lowell-Lawrence, Massachusetts, marketing area. These amendments have not received the approval of the War Food Administrator.

This public hearing is for the purpose of receiving evidence with respect to the economic or marketing conditions which relate to the amendments or any modification thereof, which are hereinafter set forth. The amendments which have been proposed are set forth below:

Proposed by the New England Milk Producers' Association

1. Permission to a cooperative association, as a handler under the Lowell-Lawrence order, to purchase Class II whole milk or skim milk from dealers not subject to the Lowell-Lawrence Order; to separate such milk into cream and skim; and to pay for such milk on a Class II basis, to be offset against the Class II disposition of such handler.

2. Permission to a cooperative association, as a handler under the Lowell-Lawrence Order, to receive milk from producers for the account of other handlers, the producers to be paid by such other handler in the same way as producers who deliver to his plant.

3. Elimination from §§ 934.6 and 934.10 of the intermediate freight zone, or the "plant handling and transportation differentials" applicable to plants located 21–40 miles from Lowell or Lawrence.

Proposed by Dairy and Poultry Branch War Food Administration

1. Add a new subparagraph to § 934.5 (a) as follows:

(3) If a handler does not report disposition of any Class II milk in a report filed pursuant to § 934.7 (a) none of his milk received from producers shall be considered to be established as Class II milk pursuant to (b) of this section for the delivery period covered by such report.

2. Add a new paragraph to § 934.8 as follows:

(f) *Non-pool milk.* Milk received by a handler from sources not approved by appropriate health authorities for sale, on a regular and continuous basis, for consumption as milk in the marketing area, hereinafter referred to as non-pool milk, shall be excluded from computation of prices to producers pursuant to § 934.9. Exclusion shall be on the basis of the actual disposition of such milk by such handler if the milk is not commingled with other milk in the process of disposition, or in case the milk is commingled with other milk, exclusion shall be on the basis of considering the milk to be first the handler's Class II milk, and then his Class I milk: *Provided*, That if the handler files with the market administrator, prior to his receipt of non-pool milk, a request, in writing, to have his subsequent receipts of non-pool milk excluded as Class I, such basis of exclusion may be allowed if the market administrator determines and publicly announces for a specified period of time that, on the basis of supply, demand, and other pertinent marketing data available to him, non-pool milk is needed by such handler to meet his requirements of milk for sale as Class I, supplies of milk subject to § 934.9 are inadequate to meet such requirements, and receipts and disposition of the non-pool milk will not tend to lower the handler's proportion of Class I milk of the total quantity of milk for the delivery period included in the computation pursuant to § 934.9 (b). Any determination made pursuant to this paragraph shall be subject to review by the War Food Administrator or such duly authorized officer of the United States Department of Agriculture as may succeed the War Food Administrator in the administration of the Agricultural Marketing Agreement Act, as amended.

Copies of this notice of hearing, of the tentatively approved marketing agreement, as amended, and order, as amended, now in effect, may be procured from the Hearing Clerk, Office of the Solicitor, United States Department of Agriculture, in Room 1331 South Building, Washington, D. C., or may be there inspected.

Dated: July 22, 1944.

THOMAS J. FLAVIN,
Assistant to the War Food Administrator.

[F. R. Doc. 44–11039; Filed, July 24, 1944; 11:24 a. m.]

WAR SHIPPING ADMINISTRATION.

"MOBY DICK"

DETERMINATION OF VESSEL OWNERSHIP

Notice of determination by War Shipping Administrator pursuant to section 3 (b) of the act approved March 24, 1943, (Public Law 17—78th Congress).

Whereas on November 6, 1942, title to the vessel "Moby Dick," (212366), (including all spare parts, appurtenances and equipment) was requisitioned pursuant to section 902 of the Merchant Marine Act, 1936, as amended; and

Whereas section 3 (b) of the act approved March 24, 1943, (Public Law 17—78th Congress), provides in part as follows:

(b) The Administrator, War Shipping Administration, may determine at any time prior to the payment in full or deposit in full with the Treasurer of the United States, or the payment or deposit of 75 per centum, or just compensation therefor, that the ownership of any vessel (the title to which has been requisitioned pursuant to section 902 of the Merchant Marine Act, 1936, as amended, or the Act of June 6, 1941, (Public Law 101, Seventy-Seventh Congress), is not required by the United States, and after such determination has been made and notice thereof has been published in the FEDERAL REGISTER, the use rather than the title to such vessel shall be deemed to have been requisitioned for all purposes as of the date of the original taking; *Provided however*, That no such determination shall be made with respect to any vessel after the date of delivery of such vessel pursuant to title requisition except with the consent of the owner. • • •

and

Whereas no portion of just compensation for the said vessel has been paid or deposited with the Treasurer of the United States; and

Whereas the ownership of the said vessel, spare parts, appurtenances and equipment is not required by the United States; and

Whereas the former owner of the vessel has consented to this determination and to the return of the vessel and the conversion of the requisition of title therein to a requisition of use thereof in accordance with the above-quoted provision of law;

Now, therefore, I, Emory S. Land, Administrator, War Shipping Administration, acting pursuant to the above-quoted provisions of law, do hereby determine that the ownership of said vessel, spare parts, appurtenances and equipment is not required by the United States, and that, from and after the date of publication hereof in the FEDERAL REGISTER, the use rather than title thereto shall be deemed to have been requisitioned, for all purposes, as of the date of the original taking.

[SEAL] E. S. LAND,
Administrator.

JULY 21, 1944.

[F. R. Doc. 44–10946; Filed, July 22, 1944; 9:29 a. m.]

FEDERAL REGISTER

VOLUME 9 NUMBER 148

Washington, Wednesday, July 26, 1944

Regulations

TITLE 7—AGRICULTURE

Chapter IX—War Food Administration

PART 969—MILK IN SUBURBAN CHICAGO, ILL., MARKETING AREA

ORDER REGULATING HANDLING OF MILK

Sec.

969.0 Findings and determinations.
969.1 Definitions.
969.2 Market administrator.
969.3 Reports of handlers.
969.4 Classification of milk.
969.5 Minimum prices.
969.6 Application of provisions.
969.7 Determination of minimum prices to producers.
969.8 Payment for milk.
969.9 Expense of administration.
969.10 Marketing services.
969.11 Effective time, suspension, or termination.
969.12 Agents.

AUTHORITY: §§ 969.0 to 969.12, inclusive, issued under 48 Stat. 31, 670, 675; 49 Stat. 750; 50 Stat. 246; 7 U.S.C. 601 et seq.

§ 969.0 *Findings and determinations*—(a) *Findings upon the basis of the hearing record.* Pursuant to Public Act No. 10, 73d Congress (May 12, 1933), as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, as amended (hereinafter referred to as the "act"), and the rules of practice and procedure covering the formulation of marketing agreements and orders under the act (7 CFR, 1941 Supp., 900.1–900.17; 7 F.R. 3350; 8 F.R. 2815) a public hearing was held upon a proposed marketing agreement and upon a proposed order regulating the handling of milk in the suburban Chicago, Illinois, marketing area. Upon the basis of the evidence introduced in such hearing and the record thereof, it is hereby found that:

(1) The issuance of this order regulating the handling of milk in the said marketing area, and all of the terms and conditions of this order, will tend to effectuate the declared policy of the act;

(2) The prices calculated to give milk produced for sale in the said marketing area a purchasing power equivalent to the purchasing power of such milk as determined pursuant to sections 2 and 8 (e) of the act are not reasonable in view of the price of feeds, available supplies of feeds, and other economic conditions which affect market supplies of and demand for such milk, and the minimum prices specified in this order are such prices as will reflect the aforesaid factors, insure a sufficient quantity of pure and wholesome milk, and be in the public interest;

(3) This order regulates the handling of milk in the same manner as and is applicable only to persons in the respective classes of industrial and commercial activity specified in a marketing agreement, upon which a hearing has been held; and

(4) The handling of all milk sold or disposed of in the marketing area, as defined herein, is in the current of interstate commerce, or directly burdens, obstructs, or affects interstate commerce in milk and its products.

(b) *Additional findings*—(1) It is hereby found and proclaimed in connection with the execution of a marketing agreement and the issuance of an order regulating the handling of milk in the said marketing area, that the purchasing power of such milk during the pre-war period August 1909–July 1914 cannot be satisfactorily determined from available statistics of the Department of Agriculture, but that the purchasing power of such milk for the post-war period August 1919–July 1929 can be satisfactorily determined from available statistics of the Department of Agriculture; and the post-war period August 1919–July 1929 is the base period to be used in connection with the said marketing agreement and this order in determining the purchasing power of such milk.

(2) It is hereby found that the necessary expenses of the market administrator for the maintenance and functioning of such agency will amount to approximately $120,000 per year; and the prorata share of such expense to be paid

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FEDERAL REGISTER

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NOTICE

The Cumulative Supplement to the Code of Federal Regulations, covering the period from June 2, 1938, through June 1, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at $3.00 per unit. The following are now available:

Book 1: Titles 1–3 (Presidential documents) with tables and index.
Book 2: Titles 4–9, with index.
Book 3: Titles 10–17, with index.
Book 4: Titles 18–25, with index.
Book 5, Part 1: Title 26, Parts 2–178.
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by each handler is hereby approved in the maximum amount of 4 cents per hundredweight on all milk received from producers and produced by such handler during each delivery period.

(c) *Determinations.* It is hereby determined that handlers (excluding cooperative associations of producers who are not engaged in processing, distributing, or shipping milk covered by this order) of at least 50 percent of the volume of milk which is marketed within the said marketing area refused or failed to sign the tentatively approved marketing agreement regulating the handling of milk in the said marketing area; and it is hereby further determined that:

(1) The refusal or failure of such handlers to sign such tentatively approved marketing agreement tends to prevent the effectuation of the declared policy of the act;

(2) The issuance of this order is the only practical means pursuant to the declared policy of the act to advance the interests of the producers of milk which is produced for sale in the said marketing area;

(3) The issuance of this order is approved or favored by at least two-thirds of the producers who participated in a referendum on the question of approval of the order and who, during the month of April 1944 (said month having been determined to be a representative period), were engaged in the production of milk for sale in the said marketing area; and

(4) The provision of this order providing for the payment to all producers delivering milk to the same handler of uniform prices for all milk delivered by them is approved or favored by at least three-fourths of the producers who participated in a referendum on the question of approval of such provision and who, during the month of April 1944 (said month having been determined to be a representative period), were engaged in the production of milk for sale in the said marketing area, said approval being separate and apart from the approval of producers as set forth in (3) above.

Order Relative to Handling

It is hereby ordered that such handling of milk in the suburban Chicago, Illinois, marketing area as is in the current of interstate commerce or as directly burdens, obstructs, or affects interstate commerce shall from the effective date hereof be in compliance with the terms and conditions of this order.

§ 969.1 *Definitions.* The following terms as used herein shall have the following meanings:

(a) "Act" means Public Act No. 10, 73d Congress, as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, as amended.

(b) "War Food Administrator" means the War Food Administrator of the United States or any officer or employee of the United States or any officer or employee of the United States Department of Agriculture who is, or who may

hereafter be, authorized to exercise the powers or to perform the duties of the War Food Administrator of the United States hereunder.

(c) "Suburban Chicago, Illinois, Marketing Area," hereinafter called "marketing area," means all of the territory geographically included within the city of Barrington in Lake County, the townships of Dundee, Elgin, St. Charles, Geneva, Batavia, and Aurora in Kane County, Cook, Du Page, and Will Counties, Illinois, and all of the territory geographically included within the townships of North, Calumet, and Hobart in Lake County, Indiana, except territory lying within the corporate limits of the cities and villages of Chicago, Evanston, Wilmette, Kenilworth, Winnetka, Glencoe, and Oak Park, in the State of Illinois.

(d) "Person" means an individual, partnership, corporation, association, or other business unit.

(e) "Producer" means any person, except as provided in § 969.6 (c), irrespective of whether such person is also a handler, who produces milk which is received at (1) a pasteurizing and bottling plant from which milk is disposed of as Class I milk in the marketing area, and (2) any other plant of a handler from which milk is supplied to such a pasteurizing and bottling plant. This definition shall not be deemed to include any person as a producer with respect to such of his milk as is received by a handler under any other milk marketing agreement or order issued under the act.

(f) "Handler" means any person, except as provided by § 969.6 (c), who engages in handling milk, all, or any portion, of which is disposed of as Class I milk in the marketing area, and who engages in such handling of milk as is in the current of interstate commerce, or which directly burdens, obstructs, or affects interstate commerce in milk or its products. This definition shall not be deemed to include any person who is a handler under any other milk marketing agreement or order issued under the act, with respect to such of his milk as is subject thereto.

(g) "Market administrator" means the agency which is described in § 969.2 for the administration hereof.

(h) "Delivery period" means the period from the effective date hereof until the end of the calendar month in which such effective date occurs. Thereafter, "delivery period" shall mean the current calendar month.

(i) "Cooperative association" means any cooperative association of producers which the War Food Administrator determines (1) to have its entire activities under the control of its members, and (2) to have and to be exercising full authority in the sale of milk of its members.

(j) "Grade A milk" means milk labeled Grade A or derived from receipts from which milk labeled Grade A is obtained.

(k) "Grade B milk" means milk not labeled Grade A nor derived from receipts from which milk labeled Grade A is obtained.

(l) "Nonhandler" means any person who is not a handler but who distributes fluid milk on retail or wholesale routes or engages in the manufacture of milk products.

§ 969.2 *Market administrator*—(a) *Selection, removal, and bond.* The agency for the administration hereof shall be a market administrator who shall be a person selected and subject to removal by the War Food Administrator. The market administrator, within 45 days following the date upon which he enters upon his duties, shall execute and deliver to the War Food Administrator a bond, conditioned upon the faithful performance of his duties, in an amount and with surety thereon satisfactory to the War Food Administrator.

(b) *Compensation.* The market administrator shall be entitled to such reasonable compensation as shall be determined by the War Food Administrator.

(c) *Powers.* The market administrator shall have the power to: (1) administer the terms and provisions hereof, (2) report to the War Food Administrator complaints of violations hereof, (3) make rules and regulations to effectuate the terms and provisions hereof, and (4) recommend to the War Food Administrator amendments hereto.

(d) *Duties.* The market administrator, in addition to the duties hereinafter described, shall:

(1) Keep such books and records as will clearly reflect the transactions provided for herein;

(2) Submit his books and records to examination by the War Food Administrator at any and all times;

(3) Furnish such information and such verified reports as the War Food Administrator may request;

(4) Obtain a bond with reasonable surety thereon covering each employee who handles funds entrusted to the market administrator;

(5) Publicly disclose, after reasonable notice, the name of any person who has not made reports, pursuant to § 969.3, or made payments required by § 969.8;

(6) Prepare and disseminate, for the benefit of producers, consumers, and handlers, such statistics and information concerning the operation hereof as does not reveal confidential information;

(7) Employ and fix the compensation of such persons as may be necessary to enable him to administer the terms and provisions hereof; and

(8) Pay, out of the funds received pursuant to § 969.9, the cost of his bond and of the bonds of such of his employees as handle funds entrusted to the market administrator, his own compensation, and all other expenses which will necessarily be incurred by him for the maintenance and functioning of his office and in the performance of his duties, except those expenses incurred and provided for under § 969.10 hereof.

(e) *Announcement of prices.* The market administrator shall compute and publicly announce prices as follows:

(1) Not later than the 5th day after the end of each delivery period, the prices for all classes of milk pursuant to § 969.5 (a) and the differential pursuant to § 969.5 (c).

(2) Not later than the 14th day after the end of each delivery period, the uniform price for each handler computed pursuant to § 969.7 (b).

§ 969.3 *Reports of handlers*—(a) *Submission of reports.* Each handler shall report to the market administrator for each delivery period, in the detail and on forms prescribed by the market administrator, the following:

(1) On or before the 7th day after the end of each delivery period, all milk purchased or received from associations of producers and other handlers; and such handler shall submit to the market administrator and to the association of producers, or handlers, from whom the milk was purchased or received, a record of the utilization of such milk classified pursuant to § 969.4.

(2) On or before the 9th day after the end of each delivery period, the quantity, the butterfat test, and butterfat pounds of the receipts at each plant of (i) milk from producers, (ii) milk and cream from other handlers, (iii) milk and cream from sources other than producers and handlers, and (iv) milk produced by him; and shall report the utilization of all receipts of milk and cream.

(3) On or before the 9th day after the end of each delivery period, the information requested with respect to producer additions, producer withdrawals, and changes in the names of farm operators.

(4) On or before the 25th day after the end of each delivery period, his producer pay roll, which shall show for each producer (i) the total delivery of milk with the average butterfat test thereof, (ii) the net amount of payment to such producer made pursuant to § 969.8, and (iii) any deductions and charges made by the handler; and such other information with respect to producer payments as the market administrator may request.

(b) *Verification of reports and payments.* The market administrator shall verify all reports and payments of each handler by audit. Each handler shall keep adequate records of the receipts and utilization of milk and shall make available to the market administrator or his representative, during the usual hours of business, all records and facilities as are necessary to enable the market administrator to:

(1) Verify the receipts and disposition of all milk required to be reported pursuant to this section, and, in case of errors or omissions, ascertain the correct figures;

(2) Weigh, sample, and test for butterfat content the milk received from producers and any product of milk upon which classification depends; and

(3) Verify the payments of producers prescribed in § 969.8.

§ 969.4 *Classification of milk*—(a) *Basis of classification.* All milk, skim milk, and cream received by a handler from producers (including milk produced by him), from associations of producers,

from other handlers, and from all other sources, shall be reported by the handler in the classes set forth in (b) of this section, subject to the following conditions: (1) Milk or skim milk received by a handler from another handler shall be classified as Class I milk, and cream so transferred shall be classified as Class II milk: *Provided*, That if a different classification is agreed upon in written reports to the market administrator, then the milk, skim milk, and cream shall be classified according to such agreement, subject to verification by the market administrator: *Provided further*, That in no event shall the amount so reported in any class be greater than the amount used in that class by the receiving handler; (2) Any milk or skim milk moved from the plant of a handler to the plant of a nonhandler shall be classified as Class I milk and any cream moved to a nonhandler shall be classified as Class II milk, except milk, skim milk, and cream in excess of the amount of fluid milk and fluid cream distributed by such nonhandler; and (3) Milk and cream moved from a plant which has been determined by the market administrator as not receiving milk from producers, to a handler's plant at which milk is received from producers, shall be classified in the lowest class for which such handler has milk.

(b) *Classes of utilization.* Subject to the conditions set forth in (a) of this section, the classes of utilization of milk shall be as follows:

(1) Class I milk shall be all milk disposed of in the form of fluid milk (excluding bulk milk disposed of to bakeries, soup companies, and candy manufacturing establishments, which do not distribute fluid milk), including bulk milk disposed of to hotels, restaurants, and other retail food establishments, and all milk not accounted for as Class II milk, Class III milk, or Class IV milk.

(2) Class II milk shall be all milk, except skim milk, disposed of in the form of flavored milk and flavored milk drinks, and all milk the butterfat from which is disposed of in the form of sweet or sour cream, cottage cheese, and buttermilk.

(3) Class III milk shall be all milk the butterfat from which is used to produce a milk product other than one of those specified in Class II and Class IV, and all bulk milk and bulk cream disposed of to bakeries, soup companies, and candy manufacturing establishments, which do not distribute fluid milk.

(4) Class IV milk shall be all milk the butterfat from which is used to produce butter and cheese, except cottage cheese, and all milk accounted for as actual plant shrinkage not in excess of 2 percent of the total receipts of milk from producers (including the handler's own production). Any handler whose report claimed the original classification of milk in this class shall pay the difference between the Class IV and Class III prices for the delivery period in which the Class IV classification was claimed on any such milk, if the butterfat used in the production of butter is subsequently used in the production of ice cream or ice cream mix.

(c) *Responsibility of handlers in establishing the classification of milk.* In establishing the classification of any milk received by a handler from producers, the burden rests upon the handler who receives the milk from producers to account for the milk and to prove to the market administrator that such milk should not be classified as Class I milk.

(d) *Computation of milk in each class.* For each delivery period, each handler shall compute, on forms prescribed by the market administrator, the amount of milk in each class, as defined in (b) of this section, as follows:

(1) Determine the total of the pounds of milk received from (i) producers (including the handler's own production), (ii) other handlers, and (iii) all other sources;

(2) Determine the total pounds of butterfat received by (i) multiplying the weight of the milk and cream received from each source by its respective average butterfat test, and (ii) adding together the resulting amounts;

(3) Determine the total pounds of milk in Class I by (i) converting to quarts the quantity of milk disposed of in the form of milk, and multiplying by 2.15, (ii) multiplying the result by the average butterfat test, and (iii) if the quantity of butterfat so computed when added to the pounds of butterfat in Class II, Class III, and Class IV milk computed pursuant to (4) (ii), (5) (ii), and (6) (ii) of this paragraph, is less than the total pounds of butterfat received, computed in accordance with (2) of this paragraph, an amount equal to the difference shall be divided by 3.5 percent and added to the quantity of milk determined pursuant to (i) of this subparagraph;

(4) Determine the total pounds of milk in Class II by (i) multiplying the actual weight of each of the several products of Class II milk by its average butterfat test, (ii) adding together the resulting amounts, and (iii) dividing the result obtained in (ii) of this subparagraph by 3.5 percent;

(5) Determine the total pounds of milk in Class III by (i) multiplying the actual weight of each of the several products in Class III milk by its average butterfat test, (ii) adding together the resulting amounts, and (iii) dividing the result obtained in (ii) of this subparagraph by 3.5 percent; and

(6) Determine the total pounds of milk in Class IV by (i) multiplying the actual weight of each of the several products of Class IV milk by its average butterfat test, (ii) adding together the resulting amounts, (iii) subtracting the total pounds of butterfat in Class I milk, Class II milk, and Class III milk, computed pursuant to (3) (ii), (4) (ii), and (5) (ii) of this paragraph, and the total pounds of butterfat computed pursuant to (ii) of this subparagraph, from the total pounds of butterfat computed pursuant to (2) of this paragraph, which resulting quantity shall be allowed as plant shrinkage for the purpose of this paragraph (but in no event shall such plant shrinkage allowance exceed 2 percent of the total receipts of butterfat from producers by the handler), and adding to the result obtained in (ii) of this subparagraph, and (iv) dividing the result obtained in (ii) of this subparagraph by 3.5 percent.

(7) Determine the classification of milk received from producers by (i) subtracting, subject to the provisions of (a) of this section, from the total pounds of milk in each class the total pounds of milk so used which were received from other handlers who receive milk from producers; and (ii) subtracting, subject to the provisions of (a) of this section, from the total pounds of milk in each class the total pounds of milk and milk equivalent of cream so used which were received from sources other than producers or handlers who receive milk from producers.

(e) *Reconciliation of utilization of milk by classes with receipts of milk from producers.* In the event of a difference between the total quantity of milk utilized in several classes as computed pursuant to (d) of this section and the quantity of milk received from producers, except for excess milk or the milk equivalent of butterfat pursuant to § 969.7 (a) (4), such difference shall be reconciled as follows:

(1) If the total utilization of milk in the various classes for any handler, as computed pursuant to (d) of this section, is less than the receipts of milk from producers, the market administrator shall increase the total pounds of milk in Class IV for such handler by an amount equal to the difference between the receipts of milk from producers and the total utilization of milk by classes for such handler.

(2) If the total utilization of milk in the various classes for any handler, as computed pursuant to (d) of this section, is greater than the receipts of milk from producers, the market administrator shall decrease the total pounds of milk in Class IV for such handler by an amount equal to the difference between the receipts of milk from producers and the total utilization of milk by classes for such handler.

§ 969.5 *Minimum prices*—(a) *Class prices.* Except as provided by (e) of this section, each handler shall pay to producers and to associations of producers, at the time and in the manner set forth in § 969.8, f. o. b. his plant or distributing station, located in the marketing area, from which milk is disposed of at wholesale or retail, not less than the following prices per hundredweight.

(1) *Class I milk.* (i) The price of Grade A Class I milk shall be the price determined pursuant to (b) of this section, plus 70 cents: *Provided*, That beginning in 1945 the price for such Class I milk for the delivery periods of May and June of each year shall be the price determined pursuant to (b) of this section, plus 50 cents.

(ii) The price of Grade B Class I milk shall be the price determined pursuant to (b) of this section, plus 60 cents: *Provided*, That beginning in 1945 the price for such Class I milk for the delivery periods of May and June of each year shall be the price determined pursuant to (b) of this section plus 40 cents.

(2) *Class II milk.* (i) The price of Grade A Class II milk shall be the price determined pursuant to (b) of this section, plus 32 cents.

(ii) The price of Grade B Class II milk shall be the price determined pursuant to (b) of this section, plus 22 cents.

(3) *Class III milk.* The price for Grade A or Grade B Class III milk shall be the average, computed by the market administrator, of prices reported by the United States Department of Agriculture (or by such other Federal agency as may be authorized to perform this price-reporting function) paid for milk containing 3.5 percent of butterfat delivered during the delivery period by farmers to each of the places or evaporated milk plants, as hereinafter listed and for which prices are reported, but in no event shall such price be less than the price computed pursuant to the formula set forth in (b) of this section.

Concern and Location
Borden Company, Black Creek, Wisconsin.
Borden Company, Greenville, Wisconsin.
Borden Company, Mount Pleasant, Michigan.
Borden Company, New London, Wisconsin.
Borden Company, Orfordville, Wisconsin.
Carnation Company, Berlin, Wisconsin.
Carnation Company, Jefferson, Wisconsin.
Carnation Company, Chilton, Wisconsin.
Carnation Company, Oconomowoc, Wisconsin.
Carnation Company, Richland Center, Wisconsin.
Carnation Company, Sparta, Michigan.
Pet Milk Company, Belleville, Wisconsin.
Pet Milk Company, Coopersville, Michigan.
Pet Milk Company, Hudson, Michigan.
Pet Milk Company, New Glarus, Wisconsin.
Pet Milk Company, Wayland, Michigan.
White House Milk Company, Manitowoc, Wisconsin.
White House Milk Company, West Bend, Wisconsin.

(4) *Class IV milk.* The price for Grade A or Grade B Class IV milk shall be the price resulting from the following computation by the market administrator: multiply by 3.5 the average price per pound of 92-score butter at wholesale in the Chicago market, as reported by the United States Department of Agriculture (or by such other Federal agency as may be authorized to perform this price-reporting function) for the delivery period during which such milk was received, and add 20 percent: *Provided*, That such price shall be subject to the following adjustments: (1) add 3½ cents per hundredweight for each full one-half cent that the price of nonfat dry milk solids for human consumption is above 5½ cents per pound, or (2) subtract 3½ cents per hundredweight for each full one-half cent that the price of such nonfat dry milk solids is below 5½ cents per pound. For purposes of determining this adjustment the price per pound of nonfat dry milk solids to be used shall be the average of the carlot prices for nonfat dry milk solids for human consumption, f. o. b. manufacturing plant, as published by the United States Department of Agriculture (or by such other Federal agency as may hereafter be authorized to perform this price-reporting function) for the Chicago area during the delivery period, including in such average the quotations published for any fractional part of the previous delivery period which were not published and available for the price determination of such nonfat dry milk solids for the previous delivery period. In the event prices for nonfat dry milk solids for human consumption, f. o. b. manufacturing plant, are not so published, the average of the carlot prices for nonfat dry milk solids for human consumption, delivered at Chicago, shall be used. In the latter event, the Class IV price shall be subject to the following adjustments: (1) add 3½ cents per hundredweight for each full one-half cent that the price of nonfat dry milk solids for human consumption, delivered at Chicago, is above 7½ cents per pound, or (2) subtract 3½ cents per hundredweight for each full one-half cent that such price of nonfat dry milk solids is below 7½ cents per pound.

(b) *Basic formula price to be used in determining Class I and Class II prices.* The basic formula price to be used in determining the prices per hundredweight of Class I and Class II milk, set forth in this section, shall be the price for Class III milk determined pursuant to (a) (3) of this section, the price for Class IV milk determined pursuant to (a) (4) of this section, or that derived from the following formula, whichever is the highest:

(1) Multiply the average wholesale price per pound of 92-score butter at Chicago for the delivery period as reported by the United States Department of Agriculture (or by such other Federal agency as may be authorized to perform this price-reporting function) by six (6);

(2) Add 2.4 times the average weekly prevailing price per pound of "Twins" during the delivery period on the Wisconsin Cheese Exchange at Plymouth, Wisconsin: *Provided*, That if the price of "Twins" is not quoted on the Wisconsin Cheese Exchange the weekly prevailing price of "Cheddars" shall be used in determining the price pursuant to this formula;

(3) Divide by seven (7); add 30 percent to the resulting amount; and

(4) Multiply the sum computed in (3) of this paragraph by 3.5.

(c) *Butterfat differential to handlers.* If any handler has purchased or received milk from producers containing more or less than 3.5 percent butterfat, such handler shall add or deduct, per hundredweight of milk, for each one-tenth of 1 percent of butterfat above or below 3.5 percent, an amount computed as follows: to the average price per pound of 92-score butter at wholesale in the Chicago market, as reported by the United States Department of Agriculture (or by such other agency as may be authorized to perform this price-reporting function), add 20 percent and divide the result by 10.

(d) *Location adjustments to handlers.* (1) With respect to milk purchased or received from producers at a plant located outside the marketing area and more than 70 miles by rail or highway, whichever is the shorter, from the City Hall in Chicago, Illinois, which is classified as Class I milk or Class II milk, there shall be deducted 10 cents per hundredweight, plus 2 cents per hundredweight and ¼-cent per hundredweight on each class, respectively, for each additional 15 miles or part thereof that such plant is located in excess of 70 miles from the City Hall in Chicago, Illinois: *Provided*, That no such deduction shall apply to unaccounted-for milk classified as Class I milk pursuant to § 969.4 (d) (3) and such unaccounted-for milk shall be considered to have been received at the most distant plant at which the handler received milk from producers: *Provided further*, That if the l. c. l. freight rate, approved by the Interstate Commerce Commission or by the State authorities having power to fix intrastate rail rates, for the movement of cream in 40-quart cans from the shipping point for the plant where the milk is received from producers to the marketing area is greater than ¼-cent per hundredweight of milk such actual freight rate shall be allowed such handler on Class II milk, but in no case shall such rate exceed ½-cent per hundredweight of milk. There shall be no location adjustment to handlers with respect to Class III milk or Class IV milk.

(2) For the purposes of this paragraph and of § 969.4, (i) Class I milk shall be considered to come first from that milk purchased or received from producers by the handler at his plant located in or nearest to the marketing area from which whole milk is disposed of in the marketing area: *Provided*, That when actual shipments of milk by any handler from two or more plants located in different zones are shown to be in excess of such handler's Class I milk, the location adjustments on Class I milk, as provided in this section, shall be applied to such milk, up to and including 110 percent of such handler's Class I milk; and (ii) Class II milk shall be considered to come first from that milk purchased or received from producers by the handler at his plant located in or nearest to the marketing area, after accounting for Class I milk, from which whole milk or cream is disposed of in the marketing area: *Provided*, That if milk for Class II use was received from producers at a more distant plant, location adjustment shall be allowed from the plant at which such milk was received from producers.

(e) *Adjustment of class prices by War Food Administrator.* Whenever the War Food Administrator finds and announces that the Class I or Class II price determined pursuant to this section is not in accord with the public interest, the applicable price for the delivery period shall be the same as the price for the same class for the delivery period immediately preceding.

(f) *Emergency price provision.* Whenever the provisions hereof require the market administrator to use a specified price (or prices) for milk or any milk product for the purpose of determining class prices or for any other purpose, the market administrator shall add to the specified price the amount of any subsidy, or other similar payment, being made by any Federal agency in connection with the milk, or product, associated

with the price specified: *Provided*, That if for any reason the price specified is not reported or published as indicated, the market administrator shall use the applicable maximum uniform price established by regulations of any Federal agency plus the amount of any such subsidy or other similar payment: *Provided further*, That if the specified price is not reported or published and there is no applicable maximum uniform price, or if the specified price is not reported or published and the War Food Administrator determines that the market price is below the applicable maximum uniform price, the market administrator shall use a price determined by the War Food Administrator to be equivalent to or comparable with the price specified.

§ 969.6 *Application of provisions*—(a) *Handlers who are also producers.* (1) Sections 969.4, 969.5, 969.7, 969.8, 969.9, and 969.10 hereof shall not apply to a handler whose sole sources of supply of milk are receipts from his own production and from other handlers.

(b) *Uniform prices of handler of both Grade A milk and Grade B milk.* If a handler operates both a plant (or plants) from which Grade A milk is disposed of in the marketing area and a plant (or plants) from which Grade B milk is so disposed of, the market administrator shall compute a separate milk value and uniform price for milk disposed of from each type of plant.

(c) *Emergency milk*—(1) Any handler may apply in writing to the market administrator for a determination that the supply of milk or cream available to such handler from sources usual to the marketing area is not sufficient to fulfill such handler's Class I and Class II milk requirements. If such a determination is made by the market administrator such handler, after giving notice to the market administrator of his intention to purchase milk or cream from other sources, may obtain such milk or cream from other plants on terms and conditions other than those provided in §§ 969.5, 969.7, and 969.8 hereof until such time as the market administrator shall revoke his determination; and such milk or cream shall be designated as "emergency milk."

(2) Emergency milk shall be reported to the market administrator by the handler separately from other milk. The person operating the plant from which the handler received such milk shall not be considered to be a handler with respect to milk disposed of in the marketing area under the circumstances described in this paragraph, and the persons who produced such milk shall not be considered to be "producers."

§ 969.7 *Determination of minimum prices to producers*—(a) *Computation of value of milk for each handler.* For each delivery period the market administrator shall compute the value of all milk received by each handler from producers (including such handler's own production and bulk milk received from handlers who are also producers) in the following manner:

(1) Multiply the total quantity of such milk in each class as determined pursuant to § 969.4 by the respective class prices;

(2) Add together the resulting values of each class;

(3) Add or subtract, as the case may be, the amount of the adjustments applicable pursuant to § 969.5 (c) and (d); and

(4) If, after taking account of milk subtracted under § 969.4 (d) (7) (i) and (ii), the handler's records show milk or butterfat in excess of the milk or butterfat which has been credited to his producers as having been delivered by them, add the value of such milk or milk equivalent of such butterfat in accordance with its utilization.

(b) *Computation of uniform prices for each handler.* The market administrator shall compute for each handler the uniform prices per hundredweight of milk received during the delivery period, as follows:

(1) To the value computed pursuant to (a) of this section:

(i) Add the total amount of the location adjustments applicable pursuant to § 969.8 (c);

(ii) Deduct, if the average butterfat content of all milk received from producers is in excess of 3.5 percent, or add, if the average butterfat content of all milk received from producers is less than 3.5 percent, the total value of the butterfat differential applicable pursuant to § 969.8 (b);

(iii) Add an amount representing the fraction used in adjusting the previous month's uniform price to the nearest cent;

(iv) Divide by the hundredweight of milk received from producers; and

(v) Adjust the resulting figure to the nearest cent. This shall be known as the uniform price of the handler for milk of 3.5 percent butterfat content.

§ 969.8 *Payment for milk*—(a) *Time and method of payment.* On or before the 18th day after the end of each delivery period each handler shall pay to each producer, and to each association of producers, for milk purchased or received during the delivery period, an amount of money representing not less than the total value of such milk, at the uniform price per hundredweight computed pursuant to § 969.7 (b), subject to the location adjustments and butterfat differential set forth under (b) and (c) of this section.

(b) *Butterfat differential to producers.* For each one-tenth of 1 percent of average butterfat content above or below 3.5 percent in milk received from any producer or association of producers during the delivery period, the uniform price paid to such producer or association of producers shall be plus or minus, as the case may be, an amount computed as follows: To the average wholesale price per pound of 92-score butter in the Chicago market, as reported by the United States Department of Agriculture (or by such other agency as may be authorized to perform this price-reporting function), add 20 percent, and divide the result by 10.

(c) *Location adjustments to producers.* In making payment pursuant to (a) of this section, handlers may deduct with respect to all milk purchased or received at a plant located outside the marketing area and more than 70 miles by rail or highway, whichever is the shorter, from the City Hall in Chicago, Illinois, the amount specified as follows:

	Cents per hundredweight
Within 71 to 85 miles	12
Within 85.1 to 100 miles	14
Within 100.1 to 115 miles	16
Within 115.1 to 130 miles	18
Within 130.1 to 145 miles	20
Within 145.1 to 160 miles	22
Within 160.1 to 175 miles	24

For each 15 miles or part thereof beyond 175 miles from the City Hall in Chicago, Illinois, an additional ½-cent per hundredweight.

(d) *Correction of errors.* Errors in connection with any of the payments prescribed in this section shall be corrected not later than the next date for making payments, pursuant to this section, following the determination of such errors.

§ 969.9 *Expense of administration.* As his prorata share of the expense of administration hereof such handler, except handlers described under § 969.6 (a) (1), shall pay to the market administrator, on or before the 18th day after the end of each delivery period, an amount not exceeding 4 cents per hundredweight with respect to all milk purchased or received by him during such delivery period from producers (including the handler's own production), the exact sum to be determined by the market administrator, subject to review by the War Food Administrator.

§ 969.10 *Marketing services*—(a) *Marketing service deduction.* In making payments to producers pursuant to § 969.8, each handler, with respect to all milk received from each producer during each delivery period, at a plant not operated by a cooperative association of which such producer is a member, shall, except as set forth in (b) of this section, deduct 3 cents per hundredweight (or such lesser amount as the market administrator shall determine to be sufficient, such determination to be subject to review by the War Food Administrator), and shall, on or before the 18th day after the end of such delivery period, pay such deduction to the market administrator. Such moneys shall be expended by the market administrator for verification of weights, samples, and tests of milk received from such producers and in providing market information to such producers. The market administrator may contract with an association or associations of producers for the furnishing of the whole or any part of such services to, or with respect to, the milk received from such producers.

(b) *Marketing service deductions with respect to members of producers' cooperative associations.* In the case of producers whose milk is received at a plant not operated by a cooperative association of which such producers are members and for whom a cooperative association is actually performing the services set forth in (a) of this section, each handler, in lieu of the deductions specified in (a) of this section, shall make such deductions from payments made pursuant to § 969.8 as may be authorized by such producers, and pay over, on or before the 18th day after the end of each delivery period, such deductions to the cooperative association rendering such service of which such producers are members.

§ 969.11 *Effective time, suspension, or termination*—(a) *Effective time.* The provisions hereof, or any amendment hereto, shall become effective at such time as the War Food Administrator may declare and shall continue in force until suspended, or terminated, pursuant to (b) of this section.

(b) *Suspension or termination.* Any or all of the provisions hereof, or any amendment hereto, shall be suspended or terminated as to any or all handlers after such reasonable notice as the War Food Administrator may give and, in any event, shall terminate whenever the provisions of the act authorizing it cease to be in effect.

(c) *Continuing power and duty of the market administrator.* (1) If, upon the suspension or termination of any or all provisions hereof there are any obligations arising hereunder the final accrual or ascertainment of which requires further acts by any handler, by the market administrator, or by any other person, the power and duty to perform such further acts shall continue notwithstanding such suspension or termination: *Provided*, That any such acts required to be performed by the market administrator shall, if the War Food Administrator so directs, be performed by such other person, persons, or agency as the War Food Administrator may designate.

(2) The market administrator, or such other person as the War Food Administrator may designate, shall (i) continue in such capacity until removed, (ii) from time to time account for all receipts and disbursements and when so directed by the War Food Administrator deliver all funds on hand, together with the books and records of the market administrator or such person, to such person as the War Food Administrator shall direct, and (iii) if so directed by the War Food Administrator, execute assignments or other instruments necessary or appropriate to vest in such person full title to all funds, property, and claims vested in the market administrator or such person pursuant thereto.

(d) *Liquidation after suspension or termination.* Upon the suspension or termination of any or all provisions hereof the market administrator, or such other person as the War Food Administrator may designate, shall, if so directed by the War Food Administrator, liquidate the business of the market administrator's office and dispose of all funds and property then in his possession or under his control, together with claims for any funds which are unpaid or owing at the time of such suspension or termination. Any funds collected pursuant to the provisions hereof, over and above the amounts necessary to meet outstanding obligations and the expenses necessarily incurred by the market administrator or such person in liquidating and distributing such funds, shall be distributed to handlers and producers in an equitable manner.

§ 969.12 *Agents.* The War Food Administrator may, by designation in writing, name any officer or employee of the United States to act as his agent or representative in connection with any of the provisions hereof.

Issued at Washington, D. C., this 20th day of July 1944, to be effective on and after the 1st day of September 1944.

THOMAS J. FLAVIN,
Assistant to the War Food Administrator.

Approved: July 22, 1944.

FRED M. VINSON,
Director of Economic Stabilization.

[F. R. Doc. 44-11098; Filed, July 25, 1944; 11:15 a. m.]

TITLE 8—ALIENS AND NATIONALITY

Chapter II—Office of Alien Property Custodian

[G. O. 18, Amdt.]

PART 503—GENERAL ORDERS

REPORT OF ROYALTIES DUE AND PAYABLE TO ALIEN PROPERTY CUSTODIAN UNDER VESTED PATENT RIGHTS

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned hereby amends General Order No. 18, heretofore issued by the Alien Property Custodian, dated January 9, 1943, and published in the FEDERAL REGISTER on February 9, 1943 (8 F.R. 1707) in the following manner, and not otherwise:

Wherever the words "Office of Alien Property Custodian, Chicago office, Chicago, Illinois" appear in paragraphs (a), (b), and (c) of said General Order No. 18, there shall be inserted the words "Office of Alien Property Custodian, New York office, New York, New York".

This amendment shall become effective upon its publication in the FEDERAL REGISTER.

Executed at Washington, D. C., on July 22, 1944.

(40 Stat. 411, 50 U.S.C. App.; 55 Stat. 839, 50 U.S.C. App. (Supp. 1941); E.O. 9193, 7 F.R. 5205)

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44-11113; Filed, July 25, 1944; 11:32 a. m.]

[Special Reg. 2]

PART 508—SPECIAL REGULATIONS

DELEGATION OF AUTHORITY TO ASSISTANT TO ALIEN PROPERTY CUSTODIAN

Under the authority of the Trading with the Enemy Act, as amended, and the Executive Orders issued thereunder, and pursuant to law, the undersigned hereby issues the following regulation:

§ 508.2 *Special Regulation No. 2.* (a) Thomas H. Creighton, Jr., as Assistant to the Alien Property Custodian and Chief of the Property Division is hereby designated and appointed as agent and delegate of the Alien Property Custodian,

(1) To take such action as he deems necessary in order to effectuate any vestgraphs 2 (f) and 5 of Executive Order No. 9095, as amended, and any orders issued pursuant thereto;

(2) To issue any demand, direction, or instruction directed to any person, firm or corporation, or take any other action necessary in order to effectuate any vesting order issued by the Alien Property Custodian;

(3) To take custody of and to receipt for any property or interest therein, or to accept payment, conveyance, transfer, assignment, or delivery made to or for the account of the Alien Property Custodian.

(b) The instrument of delegation dated August 1, 1942, executed by Leo T. Crowley, as Alien Property Custodian, granting certain powers to Francis J. McNamara, Assistant to the Alien Property Custodian, confirmed by an instrument of delegation dated September 17, 1943, executed by Leo T. Crowley as Alien Property Custodian (8 F.R. 12771), having no further utility, is hereby terminated and revoked, without impairment of any action heretofore taken thereunder or by virtue thereof, and without impairment of the designation and appointment of the said Francis J. McNamara as Deputy Alien Property Custodian nor of any actions heretofore or hereafter taken by him in the capacity of Deputy Alien Property Custodian.

(c) The authority heretofore conferred upon the Chief, Estates and Trusts Section, Territory of Hawaii, by an instrument of delegation dated September 17, 1943, executed by Leo T. Crowley, as Alien Property Custodian, continued in effect by virtue of Special Regulation No. 1, March 27, 1944 (9 F.R. 3479) shall be exercised under the general spervision of Thomas H. Creighton, Jr., as Assistant to the Alien Property Custodian and Chief of the Property Division.

(d) General Order No. 31 is hereby amended as follows and not otherwise: by deleting the name Thomas H. Creighton, appearing in paragraph (b) thereof and substituting therefor the name Thomas H. Creighton, Jr.

(40 Stat. 411, 50 U.S.C. App.; 55 Stat. 839, 50 U.S.C. App. Supp. 1943) E.O. 9193, 7 F.R. 5205)

Executed at Washington, D. C., on July 22, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44-11114; Filed, July 25, 1944; 11:32 a. m.]

TITLE 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. 4882]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

C. H. STEMMONS MFG. CO., ETC.

§ 3.6 (m 10) *Advertising falsely or misleadingly—Manufacture or preparation:* § 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product or service.* In connection with offer, etc., of respondent's Airflow Arch-Ezur, or any other similar device, disseminating, etc., any advertisements by means of the United States mails, or in commerce, or by any means, to induce, etc., directly or indirectly, purchase in commerce, etc., of respondent's said device, which advertisements represent, directly or through inference, (1) that respondent's device performs any corrective function in the treatment of foot conditions, or that its use will relieve painful conditions caused by weak arches, callouses, metatarsal troubles or other forms of foot disabilities; (2) that the use of respondent's device will provide exercise for the foot or have any value in exercising or restoring weak or flabby muscles; (3) that the use of respondent's device will stimulate or increase circulation of the blood in the feet, remove bunions or callouses upon the feet, or rebuild degenerated tissue; (4) that the use of respondent's device will prevent spreading of the foot in the shoe, aid in the restoration of foot health, or relieve foot or body fatigue; (5) that respondent's device is so constructed that it will create an air suction through the shoes sufficient to keep the feet dry, cool, healthy, or comfortable; or (6) that respondent's device is so designed as to fit every individual foot; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order, C. H. Stemmons Manufacturing Company, etc., Docket 4882, June 27, 1944]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 27th day of June, A. D. 1944.

In the Matter of C. H. Stemmons, an Individual Trading as C. H. Stemmons Manufacturing Company, and Airflow Arch-Ezur Company

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, answer of the respondent, testimony and other evidence in support of and in opposition to the allegations of the complaint taken before a trial examiner of the Commission theretofore duly designated by it, report of the trial examiner upon the evidence, and brief filed in support of the complaint (no brief having been filed by the respondent and oral argument not having been requested); and the Commission having made its findings as to the facts and its conclusion that the respondent has violated the provisions of the Federal Trade Commission Act:

It is ordered, That the respondent, C. H. Stemmons, an individual trading as C. H. Stemmons Manufacturing Company, or trading under any other name, his representatives, agents, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution of his certain device now designated as Airflow Arch-Ezur, or any other device of substantially similar construction or possessing substantially similar properties, whether sold under the same name or any other name, do forthwith cease and desist from:

1. Disseminating or causing to be disseminated any advertisement by means of the United States mails or by any means in commerce, as "commerce" is defined in the Federal Trade Commission Act, which advertisement represents, directly or through inference,

(a) That respondent's device performs any corrective function in the treatment of foot conditions, or that its use will relieve painful conditions caused by weak arches, callouses, metatarsal troubles or other forms of foot disabilities;

(b) That the use of respondent's device will provide exercise for the foot or have any value in exercising or restoring weak or flabby muscles;

(c) That the use of respondent's device will stimulate or increase circulation of the blood in the feet, remove bunions or callouses upon the feet, or rebuild degenerated tissue;

(d) That the use of respondent's device will prevent spreading of the foot in the shoe, aid in the restoration of foot health, or relieve foot or body fatigue;

(e) That respondent's device is so constructed that it will create an air suction through the shoes sufficient to keep the feet dry, cool, healthy, or comfortable;

(f) That respondent's device is so designed as to fit every individual foot.

2. Disseminating or causing to be disseminated any advertisement by any means for the purpose of inducing or which is likely to induce, directly or indirectly, the purchase in commerce, as "commerce" is defined in the Federal Trade Commission Act, of respondent's device, which advertisement contains any of the representations prohibited in paragraph 1 hereof.

It is further ordered, That the respondent shall, within sixty (60) days after service upon him of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which he has complied with this order.

By the Commission.

[SEAL] A. N. ROSS,
Acting Secretary.

[F. R. Doc. 44-11082; Filed, July 25, 1944; 10:34 a. m.]

[Docket No. 4893]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

J. H. CAMP, ETC.

§ 3.6 (y) *Advertising falsely or misleadingly—Safety:* § 3.71 (e) *Neglecting, unfairly or deceptively, to make material disclosure—Safety.* In connection with offer, etc., of respondent's medicinal preparations designated "Phalene" and "Burtone", or any other similar preparations, disseminating, etc., any advertisements by means of the United States mails, or in commerce, or by any means, to induce, etc., directly or indirectly, purchase in commerce, etc., of respondent's said preparations, which advertisements represent, directly or by implication, that respondent's preparation "Burtone" is safe and harmless and may be taken continually without ill effects, or which advertisements fail to reveal that neither the preparation "Phalene" nor the preparation "Burtone" should be used by one suffering from abdominal pains, stomach ache, cramps, nausea, vomiting or other symptoms of appendicitis; prohibited, subject to the provision, however, that such advertisements need contain only the statement, "Caution: Use Only as Directed", if and when the directions for use wherever they appear on the label, in the labeling, or both on the label and in the labeling, contain a warning to the above effect. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order, J. H. Camp, etc., Docket 4893, June 27, 1944]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 27th day of June, A. D. 1944.

In the Matter of J. H. Camp, an Individual Trading as J. H. Camp and Drug Profits, Inc.

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission (no answer having been filed by the respondent) and a stipulation as to the facts entered into by the respondent, J. H. Camp, trading as J. H. Camp and Drug Profits, Inc., and Richard P. Whiteley, Assistant Chief Counsel for the Commission, which provides, among other things, that without further evidence or other intervening procedure the Commission may issue and serve upon the respondent herein findings as to the facts and conclusion based thereon and an order disposing of the proceeding, the filing of report upon the evidence by the Trial Examiner having been expressly waived, the Commission, having made its findings as to the facts and conclusion that said respondent has violated the provisions of the Federal Trade Commission Act;

It is ordered, That the respondent, J. H. Camp, individually and trading as J. H. Camp and Drug Profits, Inc., or trading under any other name or names, his representatives, agents and employees, directly or through any corporate or other device in connection with the offering for sale, sale or distribution of his medicinal preparations designated "Phalene" and "Burtone", or any other preparation or preparations composed of substantially similar ingredients or possessing substantially similar properties, whether sold under the same or any other name or names, do forthwith cease and desist from directly or indirectly:

1. Disseminating or causing to be disseminated any advertisements by means of the United States mails, or by any means in commerce, as "commerce" is defined in the Federal Trade Commission Act, which advertisement represents, directly or by implication, that respondent's preparation "Burtone" is safe and harmless and may be taken continually without ill effects, or which advertisement fails to reveal that neither the preparation "Phalene" nor the preparation "Burtone" should be used by one suffering from abdominal pains, stomach ache, cramps, nausea, vomiting or other symptoms of appendicitis: *Provided, however*, That such advertisement need contain only the statement, "Caution: Use Only as Directed," if and when the directions for use wherever they appear on the label, in the labeling, or both on the label and in the labeling, contain a warning to the above effect:

2. Disseminating or causing to be disseminated any advertisement by any means for the purpose of inducing or which is likely to induce, directly or indirectly, the purchase in commerce, as "commerce" is defined in the Federal Trade Commission Act, of said preparations, which advertisement contains any representation prohibited in paragraph 1 hereof with respect to "Burtone" or which fails to comply with the affirmative requirements set forth in paragraph 1 hereof with respect to both "Burtone" and "Phalene."

It is further ordered, That the respondent shall, within sixty (60) days after service upon it of this order, file with the Commission a report in writing setting forth in detail the manner and form in which it has complied with this order.

By the Commission.

[SEAL] A. N. ROSS,
Acting Secretary.

[F. R. Doc. 44-11083; Filed, July 25, 1944; 10:34 a. m.]

[Docket No. 5145]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

REX DIATHERMY CORP.

§ 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product or service:* § 3.6 (y 10) *Advertising falsely or misleadingly—Scientific or other relevant facts:* § 3.71 (e) *Neglecting, unfairly or deceptively, to make material disclosures—Safety.* In connection with offer, etc., of respondent's "Rex Diathermy Machine," or any other similar device, disseminating, etc., any advertisements by means of the United States mails, or in commerce, or by any means, to induce, etc., directly or indirectly, purchase in commerce, etc., of respondent's said device, which advertisements represent, directly or by implication, (1) that said device, when used by unskilled laymen in the treatment of self-diagnosed conditions, constitutes a competent or effective treatment of or remedy for rheumatism in its various forms in all parts of the body, arthritis, bronchitis, sciatica, lumbago or other similar diseases; (2) that said device constitutes a competent or effective treatment for the alleviation of pain resulting from diseases and ailments of the human body unless specifically limited to conditions which do not involve acute inflammatory processes, glandular structures, or the special senses; or (3) that diathermy treatments are used by all doctors and in all hospitals for the treatment of diseases or diseased conditions; or which advertisements fail to reveal clearly and conspicuously that said device is not safe for use for any condition unless and until a competent medical authority has determined, as a result of a diagnosis, that the use of diathermy is indicated, has prescribed the frequency and rate of application of the treatments, and the user has been adequately instructed by a trained technician in the use of such device; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order, Rex Diathermy Corporation, Docket 5145, June 26, 1944]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 26th day of June, A. D. 1944.

In the Matter of Rex Diathermy Corporation

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission and the answer of the respondent, in which answer respondent admits all the material allegations of fact set forth in said complaint and states that it waives all intervening procedure and further hearing as to the facts, and the Commission having made it findings as to the facts and its conclusion that said respondent has violated the provisions of the Federal Trade Commission Act:

It is ordered, That the respondent, Rex Diathermy Corporation, a corporation, and its officers, representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for said, sale, or distribution of respondent's device designated "Rex Diathermy Machine", or any other device of substantially similar character, whether sold under the same name or any other name, do forthwith cease and desist from directly or indirectly:

1. Disseminating or causing to be disseminated any advertisement, by means of the United States mails or by any means in commerce, as "commerce" is defined in the Federal Trade Commission Act, which advertisement represents, directly or by implication:

(a) That said device, when used by unskilled laymen in the treatment of self-diagnosed conditions, constitutes a competent or effective treatment of or remedy for rheumatism in its various forms in all parts of the body, arthritis, bronchitis, sciatica, lumbago or other similar diseases.

(b) That said device constitutes a competent or effective treatment for the alleviation of pain resulting from diseases and ailments of the human body unless specifically limited to conditions which do not involve acute inflammatory processes, glandular structures, or the special senses.

(c) That diathermy treatments are used by all doctors and in all hospitals for the treatment of diseases or diseased conditions.

2. Disseminating or causing to be disseminated any advertisement by means of the United States mails, or by any means in commerce, as "commerce" is defined in the Federal Trade Commission Act, which advertisement fails to reveal clearly and conspicuously that said device is not safe for use for any condition unless and until a competent medical authority has determined, as a result of diagnosis, that the use of diathermy is indicated, has prescribed the frequency and rate of application of the treatments, and the user has been adequately instructed by a trained technician in the use of such device.

3. Disseminating or causing to be disseminated any advertisement, by any means, for the purpose of inducing, or which is likely to induce, directly or indirectly, the purchase in commerce, as "commerce" is defined in the Federal Trade Commission Act, of respondent's device which advertisement contains any representation prohibited in paragraph 1 hereof or which fails to contain the warning in paragraph 2 hereof.

It is further ordered, That the respondent shall, within ten (10) days after service upon it of this order, file with the Commission an interim report in writing, stating whether it intends to comply with this order and, if so, the manner and form in which it intends to comply; and that within sixty (60) days after the service upon it of this order, the respondent shall file with the Commission a report in writing setting forth in detail the manner and form in which it has complied with this order.

By the Commission.

[SEAL] A. N. ROSS,
Acting Secretary.

[F. R. Doc. 44-11084; Filed, July 25, 1944; 10:33 a. m.]

TITLE 29—LABOR

Chapter VI—National War Labor Board

PART 802—RULES OF PROCEDURE

STAY OF ORDER OR RULING OF BOARD AGENT

The following new subparagraph has been added to paragraph (b) of § 802.37 (9 F.R. 1612, 3067, 4332) of the rules of procedure of the National War Labor Board:

§ 802.37 *Stay of order or ruling of an agent of the Board.* • • •

(b) *Directive orders in dispute cases.* • • •

(5) Notwithstanding the provisions of subparagraph (3) of this paragraph, that part of a directive order of an agent of the Board which continues in effect the terms and conditions of a prior contract which has expired or been otherwise terminated, shall not be suspended or stayed by the filing of a petition for review, but shall be effective according to its terms, unless and until the Board,

upon consideration of a petition for review, otherwise directs.

(E.O. 9250, 7 F.R. 7871)

Approved: July 18, 1944.

FRED E. DESMOND,
Acting Executive Director.

[F. R. Doc. 44-11078; Filed, July 25, 1944; 9:46 a. m.]

PART 802—RULES OF PROCEDURE

AUTHORITY OF REGIONAL BOARDS

Subparagraph (2) of paragraph (b) of § 802.57 (8 F.R. 16676; 9 F.R. 1613, 2083, 4860) of the jurisdiction and procedure of regional boards has been amended to read as follows:

§ 802.57 *Authority of Regional War Labor Boards.* * * *

(b) *Directive orders in dispute cases.* * * *

(2) If after the issuance of a directive order no timely petition for review is filed within the period provided in paragraph (c) below, and if the National War Labor Board within such a period does not review the order on its own motion, the order shall on the day following the last day for filing such a petition stand confirmed as the order of the National War Labor Board and shall immediately be effective according to its terms: *Provided*, That the National War Labor Board may at any time prior to the expiration of the time for the filing of a petition for review make such an order, or any part thereof, immediately effective pending any further proceedings. If a timely petition for review of a directive order of a Regional Board is filed by a party in accordance with the provisions of paragraph (c) below, or if the National War Labor Board reviews such an order on its own motion, the entire order shall be suspended, unless and until the National War Labor Board directs, or has directed, otherwise, or unless the parties otherwise agree. However, the date of expiration of the escape period fixed in a directive order of a Regional Board granting a maintenance of membership provision shall not be affected by the filing of a petition for review of this or any other provision of the order. If only a part of the order is sought to be reviewed, any party may petition the National War Labor Board to make the rest of the order immediately effective according to its terms. The parties may in any case mutually agree upon the date when the order, or any part thereof, shall take effect, except that where a wage or salary adjustment is made subject to the approval of the Economic Stabilization Director, the parties may not by their agreement make such adjustment effective prior to the date of such approval. Notwithstanding any other provisions of this paragraph, that part of a directive order of a Regional Board which continues in effect the terms and conditions of a prior contract which has expired or been otherwise terminated, shall not be suspended or stayed by the filing of a petition for review, but shall be effective according to its terms, unless and until the national board, upon consideration of a petition for review, otherwise directs.

Approved: July 18, 1944.

FRED E. DESMOND,
Acting Executive Director.

[F. R. Doc. 44-11079; Filed, July 25, 1944; 9:45 a. m.]

PART 803—GENERAL ORDERS

WAGE AND SALARY ADJUSTMENTS IN HAWAII

Paragraph (b) (6) of § 3803.36, General Order No. 36 (9 F.R. 7511, 7645), has been amended to read as follows:

(b) *Wage and salary adjustments which may be made effective without approval of Territorial War Labor Board for Hawaii.* * * *

(6) No general order heretofore or hereafter issued by the National War Labor Board shall be applicable to the Territory of Hawaii unless expressly extended thereto by action of the National War Labor Board or Territorial War Labor Board for Hawaii: *Provided, however*, That the Territorial War Labor Board for Hawaii may in case of small total wage and salary increases, modify the provisions of subparagraphs (1) through (5) above, or adopt and apply to the Territory any of the general orders of the National War Labor Board or parts thereof and issue such amendments thereto as it may in its discretion deem necessary for the effective administration of its duties hereunder. Such action shall be promptly reported to the National War Labor Board and shall be subject to the National War Labor Board's ultimate power of review but any modification or reversal thereof shall not be retroactive.

Paragraph (b) (7) has been repealed.

(E. O. 9250, 7 F.R. 7871)

Approved: July 18, 1944.

FRED E. DESMOND,
Acting Executive Director.

[F. R. Doc. 44-11080; Filed, July 25, 1944; 9:45 a. m.]

TITLE 32—NATIONAL DEFENSE

Chapter IX—War Production Board

Subchapter A—General Provisions

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 903—DELEGATIONS OF AUTHORITY

[Directive 37]

PREFERENCE RATING AUTHORITY FOR WAR FOOD ADMINISTRATOR

Pursuant to the authority vested in me by Executive Order No. 9024 of January 16, 1942, Executive Order No. 9125 of April 7, 1942, War Production Board Regulation No. 1 as amended December 31, 1943, and in order to facilitate acquisition of shipping containers for Lend-Lease shipments, it is hereby ordered:

§ 903.51 *Directive No. 37*—(a) *Rating of orders for containers for certain purposes.* The War Food Administrator is hereby authorized to assign a preference rating of AA-2 for the procurement of wooden shipping containers (as defined in Order P-140) or fibre shipping containers (as defined in Order P-146) to be used for packing food which is to be exported as Lend-Lease shipments.

(b) *Conditions of exercising delegated authority.* The War Food Administrator, in exercising the authority delegated in paragraph (a) above, will comply with the following conditions:

(1) The rating will only be assigned to get a specific number of shipping containers required to pack food which will be exported as Lend-Lease shipments pursuant to definite export contracts or programs.

(2) A cancellation or modification of the export contract or program will result in a cancellation or modification of the rating to get the containers.

(3) The War Food Administrator shall file a report monthly with the Program Vice Chairman, setting forth in detail all information relative to his exercise of the authority granted by this directive.

(c) *Form of assignment of rating.* The War Food Administrator shall assign ratings under this Directive in the following form:

Under authority of the War Production Board, as provided in paragraph (k) (2) of Order P-140 or Order P-146, delivery of the shipping containers referred to herein is assigned a preference rating of AA-2. Application and extension of rating shall be made in accordance with paragraph (v) of Orders P-140 or P-146.

(d) *Redelegation.* The War Food Administrator may exercise the authority delegated in this directive through such officials of the War Food Administration as he may designate.

Issued this 25th day of July 1944.

S. W. ANDERSON,
Program Vice Chairman.

[F. R. Doc. 44-11104; Filed, July 25, 1944; 11:18 a. m.]

Subchapter B—Executive Vice-Chairman

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 3082—GAS CYLINDERS

[General Preference Order M-233, Revocation]

GAS CYLINDERS

General Preference Order M-233 is hereby revoked as it is being superseded by Table 17 of General Scheduling Order M-293. This revocation does not affect any liability incurred under the order.

Issued this 25th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-11101; Filed, July 25, 1944; 11:19 a. m.]

PART 3102—NATIONAL EMERGENCY SPECIFICATIONS FOR STEEL PRODUCTS

[Limitation Order L-211, Schedule 7 as Amended July 25, 1944]

RAILS AND TRACK ACCESSORIES

Section 3102.8 *Schedule 7 to Limitation Order L-211* is hereby amended to read as follows:

§ 3102.8 *Schedule 7 to Limitation Order L-211*—(a) *Definitions.* For the purposes of this schedule:

(1) "Rails" means new standard tee rails (weighing over 60 pounds per yard) and plain, grooved and guard types of new steel girder rails for railroad, industrial and transit trackage.

(2) "Track accessories" means new steel joint bars (variously called splice bars, angle bars and fish plates), tie plates, track spikes, and track bolts and nuts for use with rails as defined herein.

(b) *Restrictions on specifications.* No person shall produce, fabricate, deliver, or accept rails or track accessories which he knows or has reason to believe do not conform to a specification set forth in List 1 of this schedule.

(c) *Exceptions.* (1) The provisions of paragraph (b) shall not apply to rails or track accessories:

(i) The production, fabrication, delivery, or acceptance of which is specifically permitted by the War Production Board.

(ii) Which have been produced or fabricated before February 25, 1943, or which before such date have been processed in such manner and to such extent that processing to conform to such provisions would be impracticable.

(2) The provisions of paragraph (b) shall not prevent

(i) Waiver by the purchaser or procuring agency of any of the inspection or test requirements of the specifications prescribed in paragraph (b).

(ii) Delivery or acceptance of rails or track accessories which because of errors in manufacture do not conform to the requirements of paragraph (b), providing such requirements are waived by the purchaser or procuring agency.

(iii) The production, fabrication, delivery, or acceptance of Bessemer steel rails, if and as specified by the purchaser or procuring agency.

(iv) The production, fabrication, delivery, or acceptance of rails with hardened, milled, or beveled ends.

(v) The production, fabrication, delivery, or acceptance of 30, 33, or 39 foot rails (no shorts) of #1 classification without "A" rails, for use in the fabrication of frogs, switches and crossings, provided the purchaser endorses on the purchase order a statement signed by an authorized official, either manually or as provided in Priorities Regulation No. 7, substantially as follows:

As permitted by Schedule 7 to Limitation Order L-211 the rails covered by this purchase order are for use in the fabrication of frogs, switches, or crossings.

Name of Purchaser

Signature of Authorized Official

Title

Such statement shall constitute a representation to the seller and to the War Production Board, and may be relied on by the seller unless he knows or has reason to believe it to be false.

(d) *Records.* Each person owning or possessing rails or track accessories excepted by the provisions of paragraph (c) shall retain records of such material available for inspection by duly authorized representatives of the War Production Board.

Issued this 25th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

LIST 1

Open-hearth tee rails	AREA-1942 [1]	Open-hearth steel rails, as amended by Emergency Provisions, adopted March 19, 1942, and as modified by the Proposed Recommended Practice for the Control Cooling of Railroad Rails, amended October 20, 1943
Open-hearth tee rails	ASTM-A1-39	Open-hearth carbon-steel rails, as amended by Emergency Alternate Provisions EA-A1, adopted April 6, 1942, and as modified by A. R. E. A. Proposed Recommended Practice for the Control Cooling of Railroad Rails, amended October 20, 1943.
Steel, girder rails	ASTM-A2-27	Open-hearth steel girder rails of plain, grooved and guard types.
Joint bars:		
Low carbon steel	ASTM-A3-33	Low-carbon steel joint bars.
Medium carbon steel	ASTM-A4-14	Medium, carbon steel joint bars.
Quenched carbon steel	AREA-1936	Quenched carbon-steel joint bars.
Quenched carbon steel	ASTM-A49-39	Quenched carbon-steel joint bars.
Track bolts and nuts:		
Low carbon steel bolts and nuts.	ASTM-A76-33	Low-carbon steel track bolts and nuts.
Heat treated carbon steel bolts and nuts.	AREA-1939	Heat-treated carbon-steel track bolts, as amended by Emergency Provisions, adopted March 19, 1942.
Heat treated carbon steel bolts and nuts.	ASTM-A183-40T	Heat-treated carbon-steel track bolts and nuts, as amended by Emergency Alternate Provisions EA-A183, adopted April 6, 1942.
Track spikes:		
Soft steel	AREA-1934	Soft steel cut track spikes.
Soft steel	ASTM-A65-33	Soft steel track spikes.
High carbon steel	AREA-1942	High carbon steel track spikes.
Screw spikes	ASTM-A66-33	Steel screw spikes.
Steel tie plates:		
Soft and medium grade	AREA-1942	Emergency specifications for soft and medium steel tie plates, adopted December 31, 1942 and Revised July 1, 1944.
Soft and medium grade	ASTM-A67-33	Steel tie plates.
High carbon	AREA-1942	Hot-worked, high-carbon steel tie plates.
High carbon	ASTM-A241-41	Hot-worked, high-carbon steel tie plates.

[1] Tee rails 33 feet long may be ordered to this specification.

NOTE: AREA=American Railway Engineering Association, Construction and Maintenance Section, Association of American Railroads: ASTM=American Society for Testing Materials, Standard Specifications.

[F. R. Doc. 44-11099; Filed, July 25, 1944; 11:18 a. m.]

PART 3208—SCHEDULED PRODUCTS

[General Scheduling Order M-293, Table 17]

CONTAINERS DIVISION

§ 3208.18 *Table for Containers Division.* (a) The following Table is issued pursuant to the provisions of General Scheduling Order M-293:

Type of M-293 product	Designation	Applicable forms column 1 Operations report	2 Shipping schedule	3 Application and authorization	4 Calendar months frozen [1]
1. Metal containers suitable for transportation of gas under pressure having an internal capacity of less than 21,000 cubic inches, excluding low pressure oxygen cylinders (see item 2 below) steel drums and the container referred to as a "one ton container." This includes all other gas cylinders, gas cylinder shells which are partially closed and unfinished metal shells to be used in the manufacture of gas cylinders, whether or not they have been rejected by the purchaser for whom they were manufactured.	x	3002	1490		2
2. Low pressure oxygen cylinders, designed to carry breathing oxygen for airplanes at pressures not exceeding 700 lbs. per square inch.	Undesignated	3002	1490		2
3. Metal containers suitable for transportation of liquid air and liquid oxygen having a maximum capacity of approximately 100 liters.	Undesignated	3002	1490		2
4. Ton containers designed for use in the transportation or storage of compressed liquefied gases, of cylindrical shape, having a minimum water weight capacity of 1,600 lbs., maximum capacity of 2,000 lbs., and conforming to ICC Specification 106A500; included are ton containers produced on direct military contracts which are exempt from the aforementioned specification.	Undesignated	3002	1490		1

[1] For explanation of time during which shipping schedule is frozen see Paragraph (c) (3) of M-293.

(b) In filling out his schedule in accordance with the terms of paragraph (c) of Order M–293, no manufacturer may schedule any purchase order placed after July 25, 1944 unless it bears a preference rating accompanied by a certification as provided in Priorities Regulation No. 3.

(c) Ratings for metal containers described above may be assigned on Form WPB 541 (formerly PD–1A), WPB 542 (formerly PD–3A) or any other applicable form. No preference rating for maintenance, repair and operating supplies (MRO) may be used to obtain metal containers suitable for transportation of gas under pressure covered by item 1 of the above table.

(d) If a manufacturer delivers metal containers of the types referred to in item 1 of the above table more than 10 days before or 10 days after the month in which their delivery was scheduled, he must notify the War Production Board of the reason for the delay or acceleration and when he expects to make the shipment. All shipments are to be reported in the month in which they actually were made. This provision supplements the provisions of paragraph (h) of Order M–293 concerning notice of change in shipping schedules.

(e) Manufacturers shall continue to observe any frozen schedule or specific direction which they have received under Order M–233 until they expire by their terms.

Issued this 25th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–11102; Filed, July 25, 1944; 11:19 a. m.]

PART 3290—TEXTILE, CLOTHING AND LEATHER

[Conservation Order M–73, Direction 1]

IMPORTS OF WOOL

The following direction is issued pursuant to Conservation Order M–73:

To the extent that any authorization to import wool heretofore issued under General Imports Order M–63 limits the purposes for which such wool may be used, all such restrictions are hereby revoked.

This revocation does not affect any liabilities incurred under any such authorizations to import, applicable orders or regulations.

Issued this 24th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–11070; Filed, July 24, 1944; 4:17 p. m.]

PART 3293—CHEMICALS

[General Allocation Order M–300, Schedule 3 as Amended July 25, 1944]

THIAMINE HYDROCHLORIDE

Section 3293.1003 *Schedule 3 to General Allocation Order M–300* is amended to read as follows:

§ 3293.1003 *Schedule 3 to General Allocation Order M–300*—(a) *Definition.* "Thiamine hydrochloride" means thiamine hydrochloride (also known as thiamine chloride, vitamin B_1 hydrochloride, vitamin B_1) in crude or refined form. This term does not include standard dosage forms (tablets, capsules, ampuls, solutions, etc.), combinations in foods or beverages, or thiamine hydrochloride of natural origin.

(b) *General provisions.* Thiamine hydrochloride is subject to the provisions of General Allocation Order M–300 as an Appendix B material. The initial allocation date is May 4, 1943, the date of issuance of Order M–314 (revoked). The allocation period is the calendar month. The small order exemption without use certificate is 2000 grams or less per person per month.

(c) *Special provisions.* Use, delivery and acceptance of delivery prior to August 1, 1944, will be authorized on the basis of applications filed in the form heretofore prescribed for thiamine hydrochloride as an Appendix C material. Copies of customers' applications on Form WPB–2945 filed during July shall be treated by suppliers as use certificates.

(d) *Suppliers' applications on WPB–2947.* Each supplier seeking authorization to use or deliver shall file application on Form WPB–2947 (formerly PD–602). Filing date is the 20th day of the month preceding the proposed delivery month. Send three copies (one certified) to the War Production Board, Chemicals Bureau, Washington 25, D. C., Ref: M–300–3. The unit of measure is grams. Specify grade as "USP" or "crude". An aggregate quantity may be requested, without specifying customers' names, for delivery on uncertified small orders. Fill in Table II.

(e) *Certified uses with purchase orders.* Each person placing purchase orders for delivery of more than 2000 grams per month in the aggregate from all suppliers, shall furnish each supplier with a certified statement of proposed use, in the form prescribed in Appendix D of General Allocation Order M–300. It is requested that this statement be filed with the supplier not later than the 15th day of the month preceding the requested delivery month. Specify primary products as multivitamin, B–Complex, or single-vitamin capsules, tablets, ampuls, or liquids; as bread, flour or cereal enrichment concentrates; or as other specified products. Specify as end use, Army, Navy or Lend-Lease requirements, if any, giving contract and requisition numbers when practicable. Proposed use may also be specified as "for authorized resale", "for resale on exempt small orders", or "for export" (specify destination and export license number).

(f) *Budget Bureau approval.* The above reporting requirements have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(g) *Communications to War Production Board.* Communications concerning this schedule should be addressed to War Production Board, Washington 25, D. C., Ref: M–300–3.

Issued this 25th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–11103; Filed, July 25, 1944; 11:19 a. m.]

PART 3293—CHEMICALS

COTTON LINTERS AND HULL FIBRE

[General Preference Order M–12, as Amended July 25, 1944]

§ 3293.36 *General Preference Order M–12*—(a) *Definitions.* (1) "Cotton linters" means the residual fibres removed by mechanical process from cottonseed and produced in three qualities commonly referred to as "mill runs", "first cuts" and "second cuts".

(2) "First cuts" means those linters resulting from the first delinting of cottonseed by a mill that makes more than one delinting.

(3) "Second cuts" means all those cotton linters resulting from all delinting of cottonseed subsequent to the first.

(4) "Mill runs" means all those cotton linters resulting from the delinting of cottonseed by a mill that makes only one delinting.

(5) "Hull fibre" means the fibres removed by mechanical process from cottonseed hulls.

(6) "Motes" means the fibrous waste materials resulting principally from the moting operation of linter machines.

(7) "Chemical cotton pulp" means pulp manufactured by chemically purifying cotton linters or hull fibre, sometimes described as "cotton linter pulp" or "cottonseed hull shavings pulp".

(8) "Mill" means any plant producing cotton linters, hull fibre or motes.

(b) *Restrictions on delivery and use.* (1) No producer of cotton linters shall deliver to any person other than Commodity Credit Corporation that portion of his production of cotton linters manufactured after July 31, 1944 which War Production Board may direct him in writing to deliver to Commodity Credit Corporation. The basis for determining the portion to be delivered for chemical use shall be the same for each producer.

(2) No producer of hull fibre which is suitable for chemical use shall deliver such hull fibre produced after July 31, 1944 to any person other than a producer of chemical cotton pulp.

(3) Commodity Credit Corporation shall deliver cotton linters produced after July 31, 1944 only to such persons in such amounts and from such sources as may from time to time be designated in writing by War Production Board.

(4) Producers of chemical cotton pulp shall use cotton linters and hull fibre only in the manufacture of chemical cotton pulp.

(5) The delivery of cotton linters and hull fibre acquired or produced prior to August 1, 1944, shall be subject to the restrictions with respect thereto imposed by General Preference Order M–12 as in effect prior to August 1, 1944.

(c) *Production of cotton linters, hull fibre and motes.* (1) Each producer of cotton linters, hull fibre or motes shall comply with such written directions as may be given from time to time by War Production Board with respect to the delinting operations of his mill. Such directions shall be based primarily upon insuring that each mill shall be so operated that it shall produce cotton linters or hull fibre in such quantities and of such quality as shall be suitable for use by producers of chemical cotton pulp.

(2) First cuts, second cuts, mill runs, hull fibre and motes shall be baled separately.

(3) Motes, whether cleaned or uncleaned, shall not be reintroduced into either cotton linters or undelinted cottonseed.

(d) *Special permits.* Special written authorization for delivery of cotton linters and hull fibre may be granted by War Production Board upon application of any person affected by this order in the following cases, among others:

(1) To permit delivery of cotton linters to or by agencies of the United States Government.

(e) *Imports.* The importation of cotton linters, if any, shall be made in conformity with the provisions of General Imports Order M–63, as amended from time to time.

(f) *Applications and reports.* In addition to such other reports as may be required from time to time by War Production Board:

(1) Each person producing cotton linters, hull fibre or motes, except from the delinting of planting seed, shall file Form WPB–166 in the manner prescribed therein on or before the 5th day of each month.

(g) *Exemptions.* (1) Cotton linters produced from the delinting of planting seed may be sold and delivered by the producer without special permission of War Production Board, provided that the cottonseed so delinted are used solely for planting purposes.

(2) [Revoked July 25, 1944. Modified by new paragraph (h) (2).]

(h) *Miscellaneous provisions*—(1) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable regulations of War Production Board, as amended from time to time.

(2) *Mills are separate units.* Each mill shall be considered as a separate unit for the purpose of this order.

(3) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(4) *Communications to War Production Board.* All reports required to be filed hereunder, and all communications concerning this order, shall, unless otherwise directed, be addressed to: War Production Board, Chemicals Bureau, Washington 25, D. C., Ref.: M–12.

(5) *Effective date.* The changes made in this order by the amendment of July 25, 1944, shall be effective beginning August 1, 1944.

Issued this 25th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–11100; Filed, July 25, 1944; 11:18 a. m.]

PART 3290—TEXTILES, CLOTHING AND LEATHER

[Limitation Order L–99, as Amended July 22, 1944]

COTTON TEXTILE PRODUCTION

Section 3290.46 *Limitation Order L–99,* is amended to read as follows:

The fulfillment of requirements for the defense of the United States has created a shortage in the production of cotton textiles and materials for making cotton textiles for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3290.46 *Limitation Order L–99*—(a) *Operations of spinning machinery and looms producing cotton textiles.* (1) No person shall, regardless of the presentation of rated orders, operate spinning machinery or looms contrary to the provisions in the schedules of this order. These restrictions shall not prohibit, after written notification to the War Production Board, the manufacture of any construction in any group in the schedules of lower pick than the lowest pick specified in the "May produce only" column as to such group, unless the War Production Board by a specific direction prohibits that manufacture.

In case any person believes it to be in the interest of production for military or essential civilian needs to adjust his production otherwise than as provided in said schedules, he may file an application by letter and the War Production Board will consider such application in the light of programmed requirements.

(2) No person shall operate spinning machinery or looms acquired by him after June 30, 1944 except as specifically authorized in writing by the War Production Board. For such authorization, an application may be made by letter to the War Production Board stating all facts which the applicant deems important and pertinent to his particular case. In all instances he shall state the type of fabric or yarn he wishes to produce, and in instances where he has acquired used spinning machinery or looms he shall state the name of the person who formerly owned or controlled the equipment, and the fabric or yarn produced by such former owner.

(b) *Further restrictions.* (1) No producer or converter of cotton textiles shall produce, convert or deliver cotton textiles and no person shall accept delivery of cotton textiles from a producer or converter, contrary to any specific direction which may be issued from time to time by the War Production Board.

(2) General Conservation Order M–317 provides that each producer must make cotton sale yarn, there defined, available for distribution in accordance with the Cotton Yarns, Cordage, and Twine Distribution Schedule annexed to that order. This order (L–99) requires each producer to make in each calendar quarter at least as much sale yarn as he produced in his base period. His base period is the calendar quarter in 1943 in which he delivered to purchasers the largest percentage of his cotton yarn production. Accordingly, each producer must in the calendar quarter beginning April 1, 1944, and in each subsequent calendar quarter, produce at least the same poundage of sale yarn, by Form WPB–658 Schedule E groups, as he produced in those groups in the base period.

(3) Each producer must in the week beginning May 21, 1944, and in each subsequent week, deliver duck yarns of at least the same poundage as he delivered in the week of 1944 in which he delivered the largest quantity of duck yarns.

Producers who have facilities which can produce additional quantities of duck yarns may receive special directions from the War Production Board to deliver specific amounts to designated weavers.

(4) No spinner shall use or dispose of roving except for spinning or on rated orders, unless specifically authorized in writing by the War Production Board. An authorization to use roving for other purposes may be granted if the War Production Board finds that the roving produced by spinners, who do not have spinning spindles, is not needed to fill rated orders, or in cases where spinners show that their spinning spindles are operating at maximum capacity. To secure such authorization, an application must be made by letter to the War Production Board also stating the quantity of roving which the applicant wishes to use or dispose of for other than spinning or the filling of rated orders, and the hours per week which each spinning machine is being operated.

(5) Each person in the business of producing woven cotton textiles shall, in the calendar quarter beginning July 1, 1944 and in each calendar quarter thereafter, produce a minimum linear yardage of each construction on Schedule A marked with an asterisk, equalling the greater of either of the following:

(i) 90% of the linear yardage of such construction produced by him in the second calendar quarter of 1944, or

(ii) The linear yardage which can be produced by operating each loom producing such construction at not less than the number of hours any other loom in his mill is operated.

(6) No person shall operate at a rate under which his aggregate production of

(i) 31'' and 63'' Army tent twill (U. S. Army Specification JQD–48) and

(ii) 33'' and 65'' substitute duck (tentative U. S. Army Specification JQD–580), and

(iii) Any other fabrics or widths of fabric which may be developed by negotiation between the producer and the U. S. Army and Navy for use as duck or duck substitute

will be less during any calendar quarter than the aggregate linear yardage of the drills, twills and sateens delivered by him on unrated orders in the period from January 1, 1944 through March 31, 1944.

This requirement shall not prevent the production of any cotton textiles for orders rated AA–2X or higher which were accepted before July 22, 1944.

(7) Each loom which on April 1, 1944, produced or was assigned to the production of bed ticking and which is now required to produce Army tent twill shall be operated at least as many hours per week as the loom which is operated the most hours per week at the same plant.

(8) Each producer of corduroys (reported in Item Numbers 152 through 154, Form WPB–658–B (3/17/44)) shall, beginning September 1, 1944, set aside in each succeeding three months period a poundage of yarns equal to 40% of the poundage of yarn he produced and purchased for weaving into corduroy or jungle cloth in the first calendar quarter of 1944, and shall produce from this set aside yarn one or more of the following fabrics:

(i) Duck.
Army.
Flat, single filling.
Flat, double filling.
Numbered.
Shelter tent.
Flat, high sley, 9.5 oz. (tentative Army Spec. JQD–580), 33'' or 65'' width, or any width which may be developed by negotiation between the producer and the U. S. Army or Navy.

(ii) Tent twill (U. S. Army Spec. JQD–48), 31'' or 63'' width, or any width which may be developed by negotiation between the producer and the U. S. Army or Navy.

(iii) Any fabric which may be developed by negotiation between the producer and the U. S. Army or Navy for use as duck or as a duck substitute.

(iv) Jungle cloth for the U. S. Navy.

(c) *Reports and records.* All persons operating spindles or looms for the production of cotton textiles of any kind shall file with the War Production Board, at the time specified in the reporting form, reports on Form WPB–658–A, B, C, D and E, giving the information therein required. All persons affected by this order shall keep and preserve for a period of not less than two years, accurate and complete records concerning inventories, production and sales. The reporting requirements of this order have been approved by the Bureau of the Budget under the Federal Reports Act of 1942.

(d) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter in triplicate, referring to the particular provisions appealed from and stating fully the grounds of the appeal.

Any appeal from the provisions of paragraphs (b) (6), (b) (7), (b) (8) or Schedule B must contain the following information:

(1) A full statement of the type, model, age and amount of all equipment in the mill, including all pertinent data regarding sizes of rings on spindles owned or operated, and the amount of auxiliary equipment (such as pick gears, reeds, etc. owned).

(2) A full statement of the amount and type of new equipment needed if the provisions of this order are to be met.

(3) A full statement on the amount of labor available in each activity of the mill, and the shifting of this labor which would be necessary and the amount of new labor necessary in order to carry out the provisions of this order.

(4) A full statement of the production of yarns during the preceding three months showing the production of yarns by counts and types of twist.

An appeal for suspension of the requirements of paragraphs (a) or (b) may be made on the ground that compliance will result in production at a loss, provided that an application for price relief on that ground is first filed with the Secretary of the Office of Price Administration, Washington, D. C., and a copy is filed with the WPB appeal. If the WPB appeal is granted, the requirement of these paragraphs for increases above current production will be suspended until the decision by the Office of Price Administration upon the application for price relief. This paragraph does not indicate or limit the extent or kind of price relief, if any, which may be granted by the Office of Price Administration.

(e) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable regulations of the War Production Board, as amended from time to time.

(f) *Violations.* Any person who wilfully violated any provision of this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using material under priority control and may be deprived of priorities assistance.

(g) *Communications to the War Production Board.* All reports required to be filed hereunder, and all communications concerning this order, shall, unless otherwise directed, be addressed to: War Production Board, Textile, Clothing and Leather Bureau, Washington 25, D. C., Ref., L–99.

Issued this 22d day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

SCHEDULE A

Looms which on July 22, 1944 produced or were assigned to produce cotton textiles listed in the column captioned "Did Produce" may produce only cotton textiles of the construction specified in the column captioned "May Produce Only." Where widths and weights are mentioned, pro rata widths of like counts and weights may be produced.

All authorizations issued before July 22, 1944 on appeal from Limitation Order L–99 or from Supplementary Limitation Order L–99–a to produce constructions other than those listed in the "May Produce Only" column of this schedule are revoked.

Group numbers	Form WPB–658–B (3/17/44) Line numbers	Did produce	May produce only
1	1 thru 8	Osnaburgs	*40'' 38 or 40 sley, 24 to 26 pick, 2.11 yd. *36'' 38 or 40 sley, 24 to 26 pick, 2.35 yd. *36'' 32 x 26 2.95 yd. *36'' 24 to 26, 16 to 20 pick, 3.30 yd. *40'' 28 to 32 sley, 24 to 26 pick, 3.65 yd. *30'' 38 or 40 sley, 28 pick, 2.35 yd.
2	9	Leno bag fabrics	Leno bag fabrics, 9 to 20 sley, 4 to 10 pick.
3	10	Other special bag	Other special bag fabrics, 48 sley, 16 to 46 pick.
4	11	Bale coverings	Bale coverings, 10 to 48 sley, 6 to 40 pick.
5	12, 13	Soft filled	Soft filled sheetings, 26 to 42 sley, 22 to 44 pick.
6	14 thru 17, 19	Class A sheetings under 42''	*36'' 48 x 44 2.85 yd. *40'' 48 x 44 2.85 yd.
7	18, 20	Class A sheetings 42'' and wider.	*Any Class A or Class B sheeting designated in Groups 6, 8 or 9, in this Column IV. Any construction not less than 72'' wide nor of more than 54 picks per inch suitable for laundry use.
8	24	Class B sheetings 40'' 44 x 40 4.25 yd.	*40'' 44 x 40 4.25 yd.
9	21 thru 23	All other Class B sheetings under 42''.	*40'' 48 x 40 3.25 yd. *40'' 48 x 40 3.75 yd. *37'' 48 x 44 4.00 yd. *40'' 44 x 40 4.25 yd. *31'' 48 x 44 5.00 yd.
10	27, 29	Class B sheetings 42'' and wider	*Any Class A or Class B sheeting designated in Groups 6, 8 or 9 in this Column IV. *Any construction not less than 72'' wide nor of more than 54 picks per inch suitable for laundry use.
11	30 thru 39, 41, 43	Class C sheetings, bandoleer and Navy mattress cover fabrics under 42''.	*36'' 64 x 64 3.50 yd. *36'' 60 x 52 or 56 x 56 4.00 yd. *36'' 48 x 40 or 44 x 40 5.50. *36'' 44 x 40 or 40 x 40 6.05 to 6.15 yd. *40'' 64 x 64 3.15 yd. *40'' 60 x 52 or 56 x 56 3.60 yd. *40'' 44 x 40 5.50 yd. *40'' 56 x 48 4.30 yd. *40'' 36 x 40 5.55 yd. *Bandoleer and Navy mattress cover sheeting in lowest pickage consistent with specifications.
12	40, 42	Class C sheetings 42'' and wider.	*44'' 48 x 48 4.00 yd. *52'' 48 x 48 3.85 yd. *54'' 40 sley, 36 to 38 pick 5.25 yd. *60'' 44 x 40 4.46 yd. *43'' 36 x 40 5.80 yd. *Any narrow Class C Sheeting designated in this Column IV, Group II.
13	44 thru 49	Bed sheetings, Army raincoat sheetings, bandoleer and Navy mattress cover fabrics 42'' and wider.	*Bed sheetings, 52 to 88 sley, 48 to 94 pick. *Bandoleer and Navy mattress cover sheeting in lowest pickage consistent with specifications.
14	50	Pillow and industrial tubings	*Wide sheeting made to PQD Spec. 377–A.
15	51	Carded poplins (sheeting yarns).	Pillow and industrial tubings. *Sheeting yarn poplins, 76 to 110 sley, 38 to 60 pick.
16	52	8.5 oz. three leaf herringbone twills (Army spec. 6–261).	*8.5 oz. three leaf herringbone twills (Army spec. 6–201).
17	64	Four leaf tent twill (Army spec. JQD–48).	*Four leaf tent twill (Army spec. JQD–48).
18	53 thru 63, 65 thru 72	All other twills, all drills, jeans, sateens and gabardines.	*Any drill, irrespective of width or weight, having not more than 68 sley and not more than 40 pick. *37'' 64 x 56 1.50 yd. *30'' 72 sley, not over 48 pick, 2.35 yd. to 2.85 yd. *30'' 76 sley, not over 54 pick, 2.35 yd. to 2.85 yd. *Any drill, irrespective of width or weight, having not more than 68 sley and not more than 40 pick. *38'' 96 x 54 2.85 yd. *32'' 96 x 64 3.28 yd. *31'' 84 to 86 sley, 56 pick 3.63 yd. to 3.87 yd. *39'' 68 x 70 2.58 yd. or 3.00 yd. *Silesia twill in lowest pickage consistent with U. S. Army Quartermaster Spec. 618–C. *37'' 84 to 88 sley, 40 pick, 1.75 yd. to 2.85 yd. *37'' 76 to 88 sley, 38 to 46 pick, 1.45 yd. to 2.15 yd. *30'' 88 sley, 50 to 52 pick, 1.90 yd. to 2.45 yd. *32'' 98 x 44 2.00 yd. *34½'' 98 x 54 2.00 yd. to meet U. S. Navy Spec. 27–T–25A. *31'' approximately 68 sley 56 pick, 1.50 to 1.65 yd. (manufactured to meet specification JQD–48 of U. S. Army or Navy for tents). *Duck, flat, high sley, 9.5 oz. (tentative Army spec. JQD–580). *8.2 oz. Type IV carded uniform twill in lowest pickage consistent with Federal Specifications. *8.5 oz. herringbone in lowest pickage consistent with Federal Specifications for U. S. Army or Navy. *9 oz. herringbone twill in lowest pickage consistent with specifications for U. S. Marine Corps. *54'' 76 x 52 1.14 yd. *54'' 84 x 64.99 yd.

Group numbers	Form WPB-658-B (3/17/44) Line numbers	Did produce	May produce only
		Sateens	
18—Con.	53 thru 63	All other twills, all drills, jeans, sateens and gabardines.	*30½" 112 to 118 sley, 64 pick, 2.25 yd. *34" 108 x 56 3.00 yd. *53" 96 x 60 1.12 yd. *53" 96 x 64 1.32 yd. *54" 96 x 56 1.65 yd. *54" 96 x 56 1.55 yd.
		Gabardines	
19	73	Birdseye diaper cloth	*Not over 64 picks per inch. *Birdseye diaper cloth.
20	74	Window shade cloth	Any width fabric of window shade quality woven from print cloth yarns in the following sley and pick per inch: 44 x 40, 56 x 44, 56 x 52, 64 x 56, 72 x 68, 80 x 72. *Any other print cloth yarn construction specified in Column IV of Groups 21, 22, 23, 24, 25, 26, 31, 32, 33, 34, 35, 36, 37.
21	75	39" 80 x 80 4.00 yd. print cloth and prorata widths of like count and weight.	*80 x 80 4.00 yd.
22	76	39" 68 x 72 4.75 yd. and pro rata widths of like count and weight.	*39" 68 x 72 4.75 yd.
23	76	39" 68 x 64 4.85 yd. and pro rata widths of like count and weight.	*39" 68 x 64 4.85 yd.
24	77, 79	38½" 64 x 60 5.35 yd. and pro rata widths of like count and weight.	*38½" 64 x 60 5.35 yd.
25	78, 79	38½" 64 x 56 5.50 yd. and pro rata widths of like count and weight.	*38½" 64 x 56 5.50 yd.
26	80	38½" 60 x 48 6.25 yd. and pro rata widths of like count and weight.	*38½" 60 x 48 6.25 yd.
27	81, 82, 83	All other plain print cloths of more than 100 threads per sq. inch.	Any plain print cloth yarn fabric but the weighted average pick of the yardages produced may not exceed the weighted average pick prevailing in this Group during the month of April, 1944.
28	84	Pajama checks	36½" 80 x 80 4.27 yd. 39½" 80 x 80 4.00 yd. *Any construction specified in Column IV of Groups 18, 20, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 33.
29	85	Gauze diaper cloth	*Gauze diaper cloth.
30	86	All other fancy print cloths	Any print cloth yarn fabric but the weighted average pick of the yardages produced may not exceed the weighted average pick prevailing in this Group during the month of April, 1944.
31	87	38½" 44 x 36 8.60 yd. bandage cloth and pro rata widths of like count and weight.	*38½" 44 x 36 8.60 yd.
32	87	All other bandage cloths	*38½" 44 x 36 8.60 yd. *38½" 40 x 32 9.80 yd. *38½" 48 x 44 7.46 yd.
33	90	Tobacco and cheesecloth, all widths, 17 to 18 sley, 12 to 14 pick.	*Tobacco and cheesecloth all widths, 17 to 18 sley, 12 to 14 pick.
34	89, 91	All other tobacco and cheese cloth constructions.	*Any width fabric woven from print cloth yarns in the following sley and pick per inch. 8 x 8, 14 x 10, 17 x 14, 18 x 12, 18 x 14, 20 x 12, 20 x 16, 24 x 20, 28 x 24, 32 x 28, 40 x 28, 44 x 36.
35	92 through 95	Carded broadcloths	*Any width broadcloth woven from print cloth yarns counting from 80 to 136 ends per inch and not in excess of 60 picks per inch. Any construction specified in Column IV of Groups, 15, 18, 20, 21, 23, 24, 26, 27, 31.
36	96	Carded poplins	*Any width poplin woven with print cloth warp yarns in the following sley and pick per inch: 90 x 44, 100 x 44, 112 x 46. Any construction specified in Column IV of groups 15, 18, 20, 21, 23, 24, 26, 27, 30.
37	97	Three leaf twills print cloth yarns.	Three leaf twills, print cloth yarns or any construction specified in Column IV of Groups 15, 20, 22, 23, 25, 26, 28, 29, 32, 33.
38	98 thru 102	Denims, pinstripes, pinchecks, hickory stripes, express stripes, 3.00 yd. and heavier, basis 28" width.	*Denims, pinstripes, pinchecks, hickory stripes, express stripes. 3.00 yd. and heavier basis 28" width.
39	103 thru 106	All other denims, pinstripes, pinchecks, hickory stripes and express stripes.	*Any construction of denim, pinstripe, pincheck, hickory stripes or express stripe.
40	107 thru 110	Suiting coverts	*Suiting coverts.
41	107 through 111	Cottonades, whipcords and bedford cords.	*Suiting coverts, cottonades, whipcords or bedford cords.
42	112	Ginghams, checks and plaids	Ginghams, checks and plaids.
43	113, 114	Seersuckers	Seersuckers.
44	119	36" 3.90 yd. shirting covert	36" 3.90 yd. shirting covert.
45	120, 121	All other shirting covert	*36" 3.90 yd. chambray *Any shirting covert.
46	122	36" 3.90 yd. chambray	*36" 3.90 yd. chambray.
47	123	All other chambrays and colored yarn shirtings (carded).	Any construction of chambray or colored yarn shirting (carded).
48	124	Bed tickings	Any construction of bed ticking, denim, drill, twill or jean.
49	125	Turkish or terry woven toweling.	*Turkish or terry woven toweling.
50	126	Huck, damask and Jacquard woven toweling.	Huck, damask or Jacquard woven toweling.
51	127	Dish toweling, twill and other plain woven toweling.	Dish toweling, twill and other plain woven toweling.
52	128	Leno dishcloths	Leno dishcloths.
53	129	Outing flannel	*Any construction of outing flannels but the weighted average weight per sq. yd. of all outing flannels produced in any calendar quarter may not exceed the weighted average weight per sq. yd. of all the outing flannels produced during the second calendar quarter of 1944.
54	130, 131	Workshirt flannels	*Workshirt flannels.
55	132	Canton flannels	Any construction of canton flannels but the weighted average per sq. yd. of all the canton flannels produced in any calendar quarter may not exceed the weighted average weight per sq. yd. of all the canton flannels produced during the second calendar quarter of 1944.
56	133	Gun patch flannels	*Gun patch flannels made to spec. CCC F 451.
57	134	Interlining flannels	Interlining flannels.
58	135	Moleskins and suedes	*Moleskins or suedes.
59	136	All other napped fabrics except blankets.	Any napped fabric.
60	137	Crib blankets	*Crib blankets.
61	138 thru 140	Blankets, other than crib, containing less than 25% by weight wool.	*Blankets, other than crib, containing less than 25% by weight of wool.
62	147	Flag bunting	*Flag bunting.
63	151	Luggage and automobile seat cover cloths.	Luggage and automobile seat-cover cloths.

SCHEDULE B

Looms which on July 1, 1944, produced or were assigned to produce the cotton textiles listed in the column captioned "Did Produce" may, after September 1, 1944, to the extent of the percentages indicated, produce only cotton textiles of the construction specified in column captioned "May Produce Only". The percentages are applicable to the daily average number of looms on assignment or production. Where widths and weights are mentioned, pro rata widths of like counts and weights may be produced. The provisions of this schedule shall not apply to persons who do not own or operate spinning equipment which produces cotton yarns.

All authorizations issued before July 22, 1944, on appeal from Limitation Order L-99 or Supplementary Limitation Order L-99-a to produce constructions other than those listed in the "May Produce Only" column of this schedule, are revoked.

Group number	Form WPB-658-B (3/17/44) item number	Did produce	Percentages	May produce only
64	143	Jacquard woven bedspread fabrics.	75	*Ducks. Army. Flat, single filling. Flat, double filling. Numbered. Shelter tent. Flat, high sley, 9.5 oz. (tentative Army Spec. JQD-580) 33" or 65" width or any width which may be developed by negotiation between the producer and the U. S. Army or Navy.

Group number	Form WPB-658-B (3/17/44) item number	Did produce	Percentages	May produce only
64-Con.	143	Jacquard woven bedspread fabrics.	75	*Tent twills (U. S. Army Spec. JQD-48) 31" or 63" width, or any width which may be developed by negotiation between the producer and the U. S. Army or Navy. *Any fabric which may be developed between the producer and the U. S. Army or Navy for use as duck or a duck substitute. *3.90 yd. chambray. *Any denim or similar fabric specified in the "May Produce Only" column of Group 38 in Schedule A. *Any osnaburg specified in the "May Produce Only" column of Group 1 in Schedule A. *Any sheeting specified in the "May Produce Only" column of groups 6, 7, 8, 9, 10, 11, 12, 13 in Schedule A. *Any print cloth yarn fabric specified in the "May Produce Only" column of groups 21, 22, 23, 24, 25, 26, 29, 31, 35, 36 in Schedule A.
65	144	Woven bedspread fabrics other than piequard.	75	*Ducks: Army Flat, single filling Flat, double filling Numbered Shelter Tent Flat high sley, 9.5 oz. (tentative U. S. Army Spec. JQD-580.) 33" or 65" width or any width which may be developed by negotiation between the producer and the U. S. Army or Navy. *Tent twills (U. S. Army Spec. JQD-48) 31" or 63" width, or any width which may be developed by negotiation between the producer and the U. S. Army or Navy. *Any fabric which may be developed by negotiation between the producer and the U. S. Army or Navy for use as duck or a duck substitute. *3.90 yd. chambray. *Any denim or similar fabric specified in the "May Produce Only" column of Group 38 of Schedule A. *Any osnaburg specified in the "May Produce Only" column of Group 1 in Schedule A. *Any sheeting specified in the "May Produce Only" column of Groups 6, 7, 8, 9, 10, 11, 12, 13, in Schedule A. *Any print cloth yarn fabric specified in the "May Produce Only" column of Groups 21, 22, 23, 24, 25, 26, 29, 31, 35, 36, in Schedule A.
66	145	Scrims	100	*Scrim. *Any bandage cloth specified in the "May Produce Only" column of Groups 31 and 32 in Schedule A.
67	146	Carded curtain fabrics other than scrims and marquisettes.	100	*Scrim but only to fill specific orders rated AA-2X and higher. *Any bandage cloth specified in the "May Produce Only" column of Groups 31 and 32 in Schedule A.
68	148 thru 150, 155, 156.	Drapery, upholstery, tapestry fabrics and velvets, velveteens, plushes and other pile fabrics.	75	*Duck: Army. Flat, single filling. Flat, double filling. Numbered. Shelter tent. Flat, high sley, 9.5 oz. (tentative Army Spec. JQD-580) 33" or 65" width, or any width which may be developed by negotiation between the producer and the U. S. Army or Navy. *Tent twill (U. S. Army Spec. JQD-48) 31" or 63" width, or any width which may be developed by negotiation between the producer and the U. S. Army or Navy. *Any fabric which may be developed by negotiation between the producer and the U. S. Army or Navy for use as duck or a duck substitute. *3.90 yd. chambray.
68-Con.	148 thru 150, 155, 156.	Drapery, upholstery, tapestry fabrics and velvets, velveteens, plushes and other pile fabrics.	75	*Any denim or similar fabric specified in the "May Produce Only" column of Group 38 in Schedule A. *Any osnaburg specified in the "May Produce Only" column of Group 1 in Schedule A. *Any sheeting specified in the "May Produce Only" column of Groups 6, 7, 8, 9, 10, 11, 12, 13 in Schedule A. *Any print cloth yarn fabric specified in the "May Produce Only" column of Groups 21, 22, 23, 24, 25, 26, 29, 31, 35, 36 in Schedule A.
69	157	Table damask	50% of looms 30" and wider	*Duck: Army. Flat, single filling. Flat, double filling. Numbered. Shelter, tent. Flat, high sley, 9.5 oz. (tentative Army Spec. JDQ 580) 33" or 65" width, or any width which may be developed by negotiation between the producer and the U. S. Army or Navy. *Tent twills (U. S. Army Spec. JQD-48) 31" or 63" width, or any width developed by negotiation between the producer and the U. S. Army or Navy. *Any fabric to fill specific orders rated AA—2X and higher. *Any fabric which may be developed by negotiation between the producer and the U. S. Army or Navy for use as duck or a duck substitute. *Any osnaburg specified in the "May Produce Only" column of Group 1 in Schedule A. *Any print cloth yarn fabric specified in the "May Produce Only" column of Groups 21, 22, 23, 24, 25, 26, 29, 31, 35, 36 in Schedule A. *Any sheeting specified in the "May Produce Only" column of groups 6, 7, 8, 9, 10, 11, 12, 13 in Schedule A.
70	158	All other carded cotton woven fabrics over 12" wide not elsewhere specified.	100	*Any fabric to fill specific orders rated AA-2X and higher. *Duck: Army. Flat, single filling. Flat, double filling. Numbered. Shelter tent. Flat, high sley, 9.5 oz. (tentative Army Spec. JQD-580) 33" or 65" width, or any width which may be developed by negotiation between the producer and the U. S. Army or Navy. *Tent twill (U. S. Army Spec. JQD-48) 31" or 63" width, or any width which may be developed by negotiation between the producer and the U. S. Army or Navy. *Any fabric which may be developed by negotiation between the producer and the U. S. Army or Navy for use as duck or a duck substitute. *Any osnaburg specified in the "May Produce Only" column of Group 1 in Schedule A. *Any osnaburg specified in the "May Produce Only" column of Group 1 in Schedule A. *Any sheeting specified in the "May Produce Only" column of Groups 6, 7, 8, 9, 10, 11, 12, 13 in Schedule A. *Any print cloth yarn fabric specified in the "May Produce Only" column of groups 21, 22, 23, 24, 25, 26, 29, 31, 35, 36 in Schedule A.
71	124	Bed tickings	50	*Tent twill (Army Spec. JQD-48) 31" or 63" width, or any width which may be developed by negotiation between the producer and the U. S. Army or Navy. *Duck, flat, high sley, 9.5 oz. (tentative Army Spec. JQD-580.) 33" or 65" width or any width which may be developed by negotiation between the producer and the U. S. Army or Navy.

Group number	Form WPB-658-B (3/17/44) Item number	Did produce	Percentages	May produce only
71-Con.	124	Bed tickings	50	*Any fabric which may be developed by negotiation between the producer and the U. S. Army or Navy for use as duck or a duck substitute. *Tent twill (Army Spec. JQD-48) 31" or 63" width, or any width which may be developed by negotiation between the producer and the U. S. Army or Navy. *Duck, flat, high sley, 9.5 oz. (tentative Army Spec. JQD-580) 23" or 65" width, or any width which may be developed by negotiation between the producer and the U. S. Army or Navy. *Any fabric which may be developed by negotiation between the producer and the U. S. Army or Navy for use as duck or a duck substitute.
72	115 thru 118	Colored yarn suitings, all cotton and cotton and rayon containing 50% or more cotton.	75	

SCHEDULE C

Roving, ring, mule or converted twister spindles which on July 22, 1944 produced or were assigned to produce the yarn and twine listed in the column captioned "Did Produce" may produce only yarn and twine of the descriptions and counts specified in the column captioned "May Produce Only". This, however, shall not prevent the production to fill specific orders on hand rated AA-2X or higher. However, after those AA-2X or higher orders have been filled, the spinning machinery must produce the yarn or twine specified for it in the "May Produce Only" column.

All authorizations relating to the subject matter of this schedule issued before July 22, 1944, on appeal from Limitation Order L-99 or from Supplementary Limitation Order L-99-a are revoked.

Group numbers	Form WPB-658-E (3/17/44) line numbers	Did produce	May produce only
73	16 thru 18	Carded single machine knitting yarn.	Carded single machine knitting yarn.
74	1 thru 3, 22	Carded single yarn, other than machine knitting, 20s and coarser.	Carded single yarn, other than machine knitting, 20s and coarser.
75	4, 5, 27, 29	Carded single yarn, other than machine knitting, finer than 20s.	Carded single yarn, other than machine knitting, finer than 20s.
76	6 thru 13, 19, 20, 25, 26, 27 thru 29, 65.	Carded ply yarns of any description or count.	Carded ply yarns of any description or count.
77	51 thru 56	Combed single or ply machine knitting yarn, 70s and coarser.	Combed single or ply machine knitting yarn, 70s and coarser.
78	57 thru 60	Combed single or ply machine knitting yarn, finer than 70s.	Combed single or ply machine knitting yarn, finer than 70s.
79	30 thru 32, 62	Combed single yarn other than machine knitting, 40s and coarser.	Combed single yarn other than machine knitting, 40s and coarser.
80	33 thru 35, 62	Combed single yarn other than machine knitting, finer than 40s up to, but not including 71s.	Combed single yarn other than machine knitting, finer than 40s up to, but not including 71s.
81	36 thru 39, 62	Combed single yarns other than machine knitting, 71s and finer.	Combed single yarns other than machine knitting, 71s and finer.
82	40 thru 42, 50, 62	Combed ply yarns other than machine knitting, 40s and coarser.	Combed ply yarns other than machine knitting, 40s and coarser.
83	43 thru 45, 50, 62	Combed ply yarns other than machine knitting, finer than 40s, up to but not including 71s.	Combed ply yarns other than machine knitting, finer than 40s, up to but not including 71s.
84	46 thru 50, 62	Combed ply yarns other than machine knitting, 71s and finer.	Combed ply yarns other than machine knitting, 71s and finer.
85	74, 75	Seine twine and cable cords, (including fishnet twine, trot line, staging twine, etc.).	Seine twine and cable cords (including fishnet twine, trot line, staging twine, etc.).
86	76 thru 78	Twines other than those specified in Group.	Twines other than those specified in Group.
87	61, 66	Combed thread yarns of any count or description.	Combed thread yarns of any count or description.

[F. R. Doc. 44-10990; Filed, July 22, 1944; 4:10 p. m.]

Chapter XI—Office of Price Administration

PART 1305—ADMINISTRATION

[Gen. RO 11,[1] Amdt. 17]

REPLACEMENT OF RATIONED FOODS USED IN PRODUCTS ACQUIRED BY DESIGNATED AGENCIES

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Section 2.4 (a) is amended by substituting the words "If the agency" for the words "However, if the agency" in the second sentence, and by inserting the following sentence between the first and second sentences: "The agency may, in its discretion, permit an application to be made more than 60 days after the products were acquired, if the applicant was unable to file the application within the 60-day period for reasons beyond his control."

This amendment shall become effective July 29, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Dir. 1, 7 F.R. 562; WPB Supp. Dir. 1-E, 7 F.R. 2965; WPB Supp. Dir. 1-M, 7 F.R. 9234; WPB Supp. Dir. 1-R, 7 F.R. 9684; War Food Order No. 56, 8 F.R. 2005, 9 F.R. 4319; War Food Order No. 58, 8 F.R. 2251, 9 F.R. 4320; War Food Order No. 59, 8 F.R. 3471, 9 F.R. 4320; War Food Order No. 61, 8 F.R. 3471, 9 F.R. 4320)

Issued this 25th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-11127; Filed, July 25, 1944; 11:47 a. m.]

PART 1305—ADMINISTRATION

[Gen. RO 17[1], Amdt. 1]

EXPORT OF RATIONED FOODS

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

General Ration Order 17 is amended in the following respects:

1. Section 7 (a) is amended to read as follows:

(a) Any person who needs to submit proof of export under section 5 or 6 must, unless the foods are exported by mail, submit a copy of a shipper's Export Declaration (Commerce Form 7525) or a bill of lading to the district office within 30 days after the export. The declaration must contain a description of the rationed food exported, showing the amount of each, and a statement signed by an authorized customs official that, to the best of his knowledge and belief, such rationed foods were exported by such person. The bill of lading must contain a description of the rationed foods exported, showing the amount of each, and a statement dated and signed by the master of the vessel on which the foods were consigned or shipped, acknowledging receipt of the foods described and stating that they are destined for export.

2. Section 7 (b) is amended to read as follows:

(b) If exported rationed foods were consigned to an agency of the United States, the exporter may submit a bill of lading, manifest, or other satisfactory evidence that the rationed foods were actually exported to such agency of the United States.

This amendment shall become effective July 29, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507, and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Directive 1, 7 F.R. 562; WPB Supp. Dir. 1-E, 7 F.R. 2965; WPB Supp. Dir. 1-M, 7 F.R. 8234; WPB Supp. Dir. 1-R, 7 F.R. 9684; War Food Order No. 56, 8 F.R. 2005, 9 F.R. 4319; War Food Order No. 58, 8 F.R. 2251, 9 F.R. 4319; War Food Order No. 59, 8 F.R. 3471, 9 F.R. 4319; War Food Order No. 61, 8 F.R. 3471, 9 F.R. 4319; War Food Order No. 64, 8 F.R. 953, 9 F.R. 4319)

Issued this 25th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-11128; Filed, July 25, 1944; 11:47 a. m.]

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 9008, 9625, 10419, 11671, 12558, 12711, 13171, 13920, 16840; 9 F.R. 848, 1053, 17511, 3076, 4010, 5374, 6628.

[1] 9 F.R. 3508.

PART 1340—FUEL

[MPR 88, Amdt. 12]

FUEL OIL, GASOLINE AND LIQUEFIED PETROLEUM GAS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation No. 88 is amended in the following respects:

1. Section 2.18 (c) is added to read as follows:

(c) *Prince Georges and Montgomery Counties.* In the above counties maximum tank wagon prices of kerosene, No. 1 fuel oil and range oil shall be as follows:

	Cents per gallon
Loaded into buyer's tank wagons	8.3
Tank wagon deliveries to resellers	10.8
Tank wagon deliveries to consumers in quantities of 25 gallons or over	10.8
Tank wagon deliveries to consumers in quantities of less than 25 gallons	12.3

2. Section 2.16 (a) (2) is amended to read as follows:

(2) *Diesel oil; ships' bunkers.* Maximum prices for residual and distillate diesel oil, ships' bunkers (ex lighterage) shall be:

Grade:	Dollars per barrel
Residual	[1] 1.35
Distillate, below 28° API gravity	[1] 1.35
Distillate, 28° API gravity and above	[1] 1.65

[1] On single lot deliveries of less than 50 barrels add 0.10 per barrel.

3. Section 2.30 (a) (1) is amended as follows:

In the table headed by the caption "Delivered prices" the words "including Mt. Kisco" shall follow on a line with "Westchester County" and the parenthetical phrase "(not including Mt. Kisco)" shall be inserted between "Bedford" and "and".

4. Section 2.41 (a) (2) is amended to read as follows:

(2) *Diesel oil; ships' bunkers.* Maximum prices for residual and distillate diesel oil, ships' bunkers (ex lighterage) shall be:

Grade:	Dollars per barrel
Residual	[1] 1.35
Distillate, below 28° API gravity	[1] 1.35
Distillate, 28° API gravity and above	[1] 1.65

[1] On single lot deliveries of less than 50 barrels add 0.10 per barrel.

5. In section 2.41 (c) the entire section except for the heading is redesignated as section 2.41 (c) (1), and to such new paragraph (c) (1) the following heading is added: "(1) *F. o. b. refineries[1] at Texas Panhandle, West Texas, North Texas and East Texas points.*"

6. Section 2.41 (c) (2) is added to read as follows:

(2) *F. o. b. refineries[2] at Lower Inland Texas points.* Maximum prices of the petroleum products listed below loaded[1] into tank cars, motor transports and pipelines f. o. b. refineries[2] located in Lower Inland Texas[3] for shipments to the destinations indicated below shall be as follows:

Products	For shipment to ultimate destinations: Column 1 PAW District 1	Column 2 Other States except Texas
Kerosene, distillate fuel oils and gas oils:	Cts. per gal.	Cts. per gal.
42-44 API gravity w. w. kerosene	4.125	4.375
41-43 API gravity w. w. kerosene	4.125	4.25
Range or Stove Oil	3.875	3.875
No. 1 Prime White Distillate (fuel oil)	3.875	3.75
No. 1 Straw Fuel Oil	3.75	3.625
No. 2 Fuel Oil	3.625	3.50
No. 3 Fuel Oil	3.50	3.375
Gas Oil[4] Zero Cold Test (or below)	3.375	3.25
Gas Oil[4] Above Zero Cold Test	3.25	3.125
Diesel fuels (distillate):[5]		
58 Diesel Index and above	4.25	4.125
53-57 Diesel Index	4.125	4.0
43-52 Diesel Index	4.0	3.875

[1] Products loaded into all types of transportation facilities for ultimate delivery to War Emergency Pipelines and pipelines with Petroleum Administration for War District 1 termini shall be considered destined for Petroleum Administration for War District 1.

[2] Column 1 prices apply to all shipping points within the designated area for shipment to ultimate destinations in Petroleum Administration for War District 1.

[3] The Lower Inland Texas Area (except for shipping points located at Gulf Coast ports) comprises the Counties of Jackson, Lavaca, Gonzales, Bastrop, Travis, Williamson, Burnett, Llano, Gillespie, Kerr, Kinney, Maverick, Webb, Duval, Jim Wells, Nueces, Kleberg, San Patricio, Refugio, Calhoun, Aransas, Victoria, Goliad, Bee, DeWitt, Karnes, Wilson, Guadalupe, Caldwell, Real, Bexar, Comal, Hays, Kendall, Blanco, Bandera, Uvalde, Medina, Zavala, Frio, Atascosa, Dimmit, La Salle, McMullen, Live Oak, Jefferson, Orange, Hardin, Liberty, San Jacinto, Walker, Madison, Leon, Robertson, Falls, Bell, Milam, Lee, Fayette, Colorado, Wharton, Matagorda, Brazoria, Galveston, Chambers, Fort Bend, Harris, Austin, Waller, Montgomery, Washington, Grimes, Burleson, Brazos, Zapata, Jim Hogg, Brooks, Kenedy, Starr, Hidalgo, Willacy, and Cameron in the State of Texas.

[4] Unless separately listed as another product in the above table, any refined distillate or overhead petroleum product (except lube distillates or naphthas sold for blending with gasoline or natural gasoline) of lower than 41 degrees gravity, API, is to be considered a gas oil. For grades of gas oils claimed to be special grades sellers may not charge higher prices than established for gas oils in this paragraph (c) (2) without prior written approval from the Petroleum Branch of the Office of Price Administration, Washington, D. C.

[5] These prices apply only to fuels sold for use in Diesel engines.

7. Section 2.44 (a) is amended to read as follows:

(a) *Counties of Arlington and Fairfax.* In the above counties of the State of Virginia maximum prices shall be as follows:

(1) For kerosene, No. 1 fuel oil and range oil:	Cents per gallon
Loaded into buyers' tank wagons	8.8
Tank wagon deliveries to resellers	10.8
Tank wagon deliveries to consumers in quantities of 25 gallons or over	10.8
(1) For kerosene, No. 1 fuel oil and range oil:	Cents per gallon
Tank wagon deliveries to consumers in quantities of less than 25 gallons	12.3
(2) For No. 2, 3 and 4 distillate fuel oils:	
Tank wagon deliveries to consumers in quantities of 100 gallons or over	9.4
Tank wagon deliveries to consumers in quantities of less than 100 gallons	9.9

8. In section 2.51 (a) the heading "Washington, D. C. tank wagon area" is deleted and a new heading "For tank wagon deliveries" is substituted for the former heading.

9. Section 4.15 (d) is added to read as follows:

(d) *Dixon.* Maximum tank wagon prices of the grades of gasoline listed below shall be as follows:

	Cents per gallon
Premium grade	11.5
Regular grade	10.0

10. In section 4.41 (b) the entire section except for the heading is redesignated as section 4.41 (b) (1), and to such new section the following heading is added: "(1) *F. o. b. refineries[2] at Texas Panhandle, West Texas, North Texas and East Texas points.*"

11. Section 4.41 (b) (2) is added to read as follows:

(2) *F. o. b. refineries[2] at Lower Inland Texas points.* Maximum prices of gasoline according to the specifications listed below[1] loaded[2] into tank cars, motor transports and pipelines f. o. b. refineries[2] located in Lower Inland Texas[4] for shipments to the destinations indicated below shall be as follows:

FOR SHIPMENT TO ULTIMATE DESTINATIONS

Specifications	Column 1 PAW District 1	Column 2 All other States except Texas
Gasoline:	Cts. per gal.	Cts. per gal.
80-82 Oct. ASTM and Ethyl grade	6.75	6.625
80-Oct. 1939 Research	6.00	6.125
72-74 Oct. ASTM	5.75	5.875
63-66 Oct. ASTM	5.25	5.50
60-62 Oct. ASTM and below	5.00	5.125

[1] For gasoline of any specification not listed above, a seller must apply for a maximum price under section 8.3.

[2] Products loaded into all types of transportation facilities for ultimate delivery to War Emergency Pipelines and pipelines with Petroleum Administration for War District 1 termini shall be considered destined for Petroleum Administration for War District 1.

[3] Column 1 prices apply to all shipping points within the designated areas for shipments to ultimate destinations in Petroleum Administration for War District 1.

[4] The Lower Inland Texas Area comprises (except for shipping points located at Gulf Coast ports) the Counties of Jackson, Lavaca, Gonzales, Bastrop, Travis, Williamson, Burnett, Llano, Gillespie, Kerr, Kinney, Maverick, Webb, Duval, Jim Wells, Nueces, Kleberg, San Patricio, Refugio, Calhoun, Aransas, Victoria, Goliad, Bee, DeWitt, Karnes, Wilson, Guadalupe, Caldwell, Real, Bexar, Comal, Hays, Kendall, Blanco, Bandera, Uvalde, Medina, Zavala, Frio, Atascosa, Dimmit, La Salle, McMullen, Live Oak, Jefferson, Orange, Hardin, Liberty, San Jacinto, Walker, Madison, Leon, Robertson, Falls, Bell, Milam, Lee, Fayette, Colorado, Wharton, Matagorda, Brazoria, Galveston, Chambers, Fort Bend, Harris, Austin, Waller, Montgomery, Washington, Grimes, Burleson, Brazos, Zapata, Jim Hogg, Brooks, Kenedy, Starr, Hidalgo, Willacy, and Cameron in the State of Texas.

12. In section 5.1 a new unnumbered paragraph shall be inserted between the

present fourth and fifth unnumbered paragraphs, said new paragraph to read as follows:

Quotations in the above-named periodical for Motor Gasoline 72–74 Octane A. S. T. M. for "New York Harbor, barges," as set forth on page 40 of such publication under the heading "Summary of Daily Gasoline Prices (Sept. 30 to October 6)", and the quotations for gas oil, as set forth on page 42 of such publication under the heading "Gulf Coast", shall not be used for determining a seller's maximum price.

This amendment shall become effective July 31, 1944.

Issued this 25th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-11123; Filed, July 25, 1944; 11:48 a. m.]

PART 1394—RATIONING OF FUEL AND FUEL PRODUCTS

[RO 5C,[1] Amdt. 138]

MILEAGE RATIONING: GASOLINE REGULATIONS

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Ration Order 5C is amended in the following respects:

1. In § 1394.7853 (a) the word "pass" is deleted wherever it appears and the second sentence is amended to read as follows: "Application for such ration must be accompanied by the leave or furlough authorization, and for good cause shown, such application may be filed by an agent".

2. Section 1394.7854 (b) is amended to read as follows:

(b) If the Board grants the application, it shall determine the quantity of gasoline needed by the applicant for accomplishing the purpose stated. The ration shall be computed at a rate not exceeding one gallon for each day of leave or furlough, subject to the following provisions:

(1) The maximum ration issued shall not exceed 30 gallons.

(2) The Board may issue gasoline purchase permits (Form OPA R–571) or coupons, or both. Each permit may not, however, exceed 10 gallons and the total value of permits issued may not exceed 20 gallons. No gasoline purchase permit shall be issued for a fractional part of a gallon.

(3) The Board shall note upon the face of each permit the information required by the form. It shall note the last day of the leave or furlough as the last date on which such ration may be used.

(4) At the time of the issuance of the ration, the Board shall endorse upon the leave or furlough authorization the Board designation and the number of gallons for which the ration was issued.

(5) No furlough ration may be issued after the expiration of the leave or furlough, or for travel on pass, regardless of the duration of the pass.

This amendment shall become effective July 25, 1944.

(Pub. Law 671, 76th Cong.; as amended by Pub. Laws 89, 421, and 507, 77th Cong.; WPB Dir. No. 1, Supp. Dir. No. 1Q, 7 F.R. 562, 9121; E.O. 9125, 7 F.R. 2719)

Issued this 25th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-11125; Filed, July 25, 1944; 11:45 a. m.]

PART 1394—RATIONING OF FUEL AND FUEL PRODUCTS

[Rev. RO 11,[1] Amdt. 17]

FUEL OIL

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Revised Ration Order 11 is amended in the following respects:

1. Sections 1394.5001 (a) (1) and 1394.5001 (a) (7) are revoked.

2. Section 1394.5001 (a) (19a) is added as follows:

(19a) "New facility" means any fuel oil burning equipment acquired or installed after July 31, 1942. The term includes any facility altered or equipped after July 31, 1942 to use fuel oil. The term does not include any of the following:

(i) Space heaters;

(ii) Reinstalled facilities;

(iii) Internal combustion engines, equipment designed and used for domestic cooking or lighting or equipment designed and used for raising and preparing for market crops, other agricultural products, poultry, or livestock; or

(iv) Parts replacing worn-out parts, or equipment replacing fuel oil burning equipment (other than a new facility or a reinstalled facility) for the purpose of increasing efficiency.

(v) Equipment (other than a new facility) reinstalled in the building from which it had been removed or disconnected because of the relocation of that building.

3. Section 1394.5001 (a) (25a) is added to read as follows:

(25a) "Reinstalled facility" means any equipment which was changed over after July 31, 1942, from the use of fuel oil to the use of an alternate fuel and at any time thereafter altered to the use of fuel oil. The term also includes any fuel oil burning equipment used for furnishing heat or hot water, or both, to premises other than a private dwelling, if by September 24, 1943, substantial work had been done on the equipment to change it over to the use of an alternate fuel. The term does not include any of the following:

(i) Space heaters; or

(ii) Internal combustion engines, equipment designed and used for domestic cooking or lighting or equipment designed and used for raising and preparing for market crops, other agricultural products, poultry, or livestock.

4. Section 1394.5001 (a) (27) is amended to read as follows:

(27) "Standby facility" means equipment (other than fireplaces) designed to use an alternate fuel and in serviceable operating condition (or which can be placed in serviceable operating condition at reasonable expense), which is available as a substitute for fuel oil burning equipment.

5. Sections 1394.5151 and 1394.5152 are revoked.

6. Sections 1394.5153, 1394.5154, 1394.5155, 1394.5156, 1394.5157, 1394.5158, and 1394.5159 are added as follows:

SPACE HEATERS AND COOKING EQUIPMENT

§ 1394.5153 *Restrictions on issuance of rations for use in space heaters or domestic cooking equipment*—(a) *General.* No ration shall be issued or used for the operation of a space heater furnishing heat or hot water or for the operation of domestic cooking equipment if there is a standby facility or if the space heater was acquired after August 23, 1943. If the standby facility is not in serviceable operating condition but can be placed in such condition at reasonable expense, an interim ration for the operation of the space heater or cooking equipment may be issued for the period ending on the earliest date when the standby facility can be placed in serviceable operating condition, but not in excess of the maximum ration allowable for such period under the applicable provisions of this order.

(b) *Exceptions.* The restriction in paragraph (a) shall not apply if any of the following conditions is present:

(1) *Standby facility; unavailability of alternate fuel.* The District Director, upon finding that an adequate supply of fuel oil is available in the area, has designated the area in which the applicant's standby facility would be used as one in which a sufficient supply of the alternate fuel required for its operation is not available and the Board finds that the standby facility cannot be used because the alternate fuel is not available to the applicant. In such case, an interim ration may be issued in such amount and for such period as the Board determines the applicant requires to meet his minimum needs until a sufficient supply of the alternate fuel is available but not in excess of the maximum ration allowable for such period under the applicable provisions of this order.

(2) *Standby facility; exceptional and unreasonable hardship.* The Board finds that the denial of a ration because of the standby facility restriction would work an exceptional and unreasonable hardship upon the applicant. (The unavailability of an alternate fuel may not be considered under this subparagraph.) In such case, an interim ration may be issued in such amount and for such period as the Board determines the hardship will continue, but not in excess of the maximum ration allowable for such period under the applicable provisions of this order.

(3) *Standby facility operated at capacity.* The standby facility is operated in such manner as to take the place of the fuel oil burning equipment to the maximum extent and to effect the maximum saving of fuel oil. In such case, the allowable ration shall be reduced by the amount that can be saved by the maximum use of the standby facility.

(4) *Space heaters acquired after August 23, 1943.* Even though the space heater was acquired after August 23, 1943:

(i) The space heater was acquired by the applicant pursuant to Ration Order 9A; or

(ii) The space heater was not new when the applicant acquired it but he would have been eligible (but for that space heater), at the time of application for the ration, for a new space heater under Ration Order 9A; or

(iii) The space heater is to heat the same space heated by it before the applicant acquired it.

(5) *Previous exceptions granted by PAW.* The Petroleum Administration for War has, on an application filed prior to July 1, 1944, granted the applicant a currently valid exception, under Petroleum Distribution Order No. 13, as amended, with respect to the facility.

(c) *Rations for domestic cooking equipment between May 15, 1944 and September 30, 1944.* On or after May 15, 1944, a ration may be issued and used for the operation of fuel oil burning equipment designed for domestic cooking even though there is a standby facility. In that event, the allowable ration for domestic cooking shall be the amount of fuel oil needed (within the maximum provided in paragraph (b) of § 1394.5353), for a period ending not later than September 30, 1944. However, such a ration may be issued only for equipment acquired before June 1, 1944.

CENTRAL HEATING AND SEPARATE WATER HEATING EQUIPMENT

§ 1394.5154 *Restrictions on the issuance of rations for use in central heating equipment or separate water heating equipment*—(a) *General.* No ration shall be issued or used for the operation of central heating equipment furnishing heat or hot water, or for the operation of separate water heating equipment (for which application is made on OPA Forms R–1100 (Revised) or R–1101 (Revised)), if the equipment is a new or reinstalled facility, or if there is a standby facility. If the standby facility is not in serviceable operating condition but can be placed in such condition at reasonable expense, an interim ration for the operation of the fuel oil burning equipment may be issued for the period ending on the earliest date when the standby facility can be placed in serviceable operating condition.

(b) *Exceptions.* The next three (3) sections contain exceptions to the above restrictions.

§ 1394.5155 *When rations may be issued for a new facility.* (a) A ration may be issued for the operation of a new facility designed to furnish heat or hot water, or both, to any premises only if the Petroleum Administration for War has granted the applicant a currently valid exception under Petroleum Distribution Order No. 13, as amended, with respect to the facility.

§ 1394.5156 *When rations may be issued for a reinstalled facility.* (a) A ration may be issued for the operation of a reinstalled facility furnishing heat or hot water, or both, if any of the following conditions is present:

(1) *Unavailability of alternate fuel.* The District Director, upon finding that an adequate supply of fuel oil is available in the area, has designated the area in which the facility will be used as one in which a sufficient supply of the alternate fuel required for its operation is not available and the Board finds that the alternate fuel is not available to the applicant. In such case, the ration issued (pursuant to the applicable provisions of this order) shall be for the balance of the heating year during which the application is made. Such ration shall not be deemed an interim ration.

(2) *Exceptional and unreasonable hardship*—(i) *Private dwellings, or rations under 10,000 gallons in other premises.* The premise is a private dwelling, or if not a private dwelling the ration for the entire heating year during which the application is made would be less than 10,000 gallons, and in either case the District Director finds that the denial of the ration would work an exceptional and unreasonable hardship on the applicant. (The unavailability of an alternate fuel may not be considered under this subdivision.) If the District Director grants the application, he shall promptly notify the applicant's Board which shall issue the ration (pursuant to the applicable provisions of this order) for the balance of the heating year for which the application is made. Such ration shall not be deemed an interim ration. If the District Director denies the application, he shall promptly notify the applicant of the decision and forward a copy to his Board. The application for the ration must be made to the Board, and shall be referred by it to the District Director only if the Board recommends the granting of the application; otherwise the Board shall deny the application.

(ii) *Rations of 10,000 gallons or more in premises other than private dwellings.* The premise is not a private dwelling and the ration for the entire heating year during which the application is made would be 10,000 gallons or more, and the Petroleum Administration for War has granted a currently valid exception, under Petroleum Distribution Order No. 13, as amended, with respect to the facility.

(3) *Previous exceptions granted by PAW.* In the case of any premises, the Petroleum Administration for War has on an application filed, prior to July 1, 1944, granted a currently valid exception, under Petroleum Distribution Order No. 13, as amended, with respect to the facility.

§ 1394.5157 *When rations for heat or hot water may be issued even though there is a standby facility.* (a) A ration may be issued for the operation of central heating equipment or separate water heating equipment even though there is a standby facility if any of the following conditions is present:

(1) *Unavailability of alternate fuel.* The District Director, upon finding that an adequate supply of fuel oil is available in the area, has designated the area in which the standby facility would be used as one in which a sufficient supply of the alternate fuel required for its operation is not available and the Board finds that the standby facility cannot be used because the alternate fuel is not available to the applicant. In such case, an interim ration may be issued (pursuant to the applicable provisions of this order) for the period ending on the earliest date when a sufficient supply of the alternate fuel will be available.

(2) *Standby facility operated at capacity.* The standby facility is operated in such manner as to take the place of the fuel oil burning equipment to the maximum extent and to effect the maximum saving of fuel oil. In such case, the amount of fuel oil, used as a basis for figuring the allowable ration, shall be reduced by the amount that can be saved by the maximum use of the standby facility.

(3) *Exceptional and unreasonable hardship*—(i) *Private dwellings, or rations under 10,000 gallons in other premises.* The premise is a private dwelling, or if not a private dwelling the ration for the entire heating year during which the application is made would be less than 10,000 gallons, and in either case the Board finds that the denial of the ration because of the standby facility restriction would work an exceptional and unreasonable hardship on the applicant. (The unavailability of an alternate fuel may not be considered under this subparagraph.) In such case, an interim ration may be issued (pursuant to the applicable provisions of this order) for such period as the Board determines the hardship will continue.

(ii) *Rations of 10,000 gallons or more in premises other than private dwellings.* The premise is other than a private dwelling and the ration for the entire heating year during which the application is made would be 10,000 gallons or more, and the Petroleum Administration for War has granted the applicant a currently valid exception, under Petroleum Distribution Order No. 13, as amended, with respect to the standby facility. In such case, the ration issued (pursuant to the applicable provisions of this order) shall be for the period specified in the exception granted by the Petroleum Administration for War.

(4) *Previous exceptions by PAW.* In the case of any premises, the Petroleum Administration for War has on an application filed prior to July 1, 1944, granted a currently valid exception, under Petroleum Distribution Order No. 13, as amended, with respect to the standby facility.

(5) *Rations for domestic hot water equipment between May 15, 1944 and September 30, 1944.* On or after May 15, 1944, a ration may be issued and used for the operation of fuel oil burning equip-

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 15937.

[1] 9 F.R. 8367.

ment designed to furnish domestic hot water in a private dwelling even though there is standby central heating equipment, heating stoves or cooking equipment. In that event, the allowable ration determined in accordance with § 1394.5318 (a) shall be for a period ending not later than September 30, 1944.

MISCELLANEOUS USES

§ 1394.5158 *Restrictions on the issuance of rations for use in industrial, commercial or agricultural equipment*—(a) *General.* No ration shall be issued or used for the operation of fuel oil burning commercial, industrial or agricultural equipment (for which application is made on OPA Forms R–1102 or R–1103), if the equipment is a new or reinstalled facility, or if there is a standby facility. If there is a standby facility which is not in serviceable operating condition but can be placed in such condition at reasonable expense, an interim ration for the operation of the fuel oil burning equipment may be issued for the period ending on the earliest date when the standby facility can be placed in serviceable operating condition.

(b) *Exceptions.* The restriction in paragraph (a) shall not apply if the Petroleum Administration for War has granted the applicant a currently valid exception under Petroleum Distribution Order No. 13, as amended, with respect to the specific restriction. In such case, the ration shall be issued (pursuant to the applicable provisions of this order) only during the period specified in the exception granted by the Petroleum Administration for War.

§ 1394.5159 *Restrictions on issuance and use of rations in certain additional cases.* (a) No ration shall be issued or used in any of the following cases:

(1) *Cooling space.* For the operation of fuel oil burning equipment for the purpose of cooling space (other than hospital space) for human or animal occupancy.

(2) *Passenger automobiles.* For the operation of a private passenger automobile, as defined in General Order No. 21 of the Office of Defense Transportation.

(3) *Coal spraying.* For the spraying of coal with fuel oil other than grade No. 5 or No. 6 or Bunker "C" having an A. P. I. (American Petroleum Institute) gravity of 20° or below.

(4) *Weed control.* For weed control purposes on any road, street, highway or railway right-of-way.

(5) *Premises otherwise supplied with heat or hot water.* For furnishing heat or hot water to premises to the extent that such premises are supplied with heat or hot water as a by-product of an industrial process or the production of power.

(6) *Premises served by central heating equipment.* For the operation of any space heater in premises adequately served by central heating equipment, except as otherwise provided in this order.

(7) *Duplicate rations.* For furnishing heat or hot water to any premises served by equipment for the operation of which a currently valid ration (other than an additional ration under §§ 1394.5341 to 1394.5353) for the purpose has been issued. However, a renewed ration may be issued and used even though a currently valid ration has been issued for the purpose if no other renewed ration has been issued for the purpose.

(8) *Buildings not used for living or occupational purposes.* For the operation of fuel oil burning equipment furnishing heat or hot water to a building or structure which is not used for living or occupational purposes. If the equipment serves only a part of the building or structure and that part is not used for living or occupational purposes, no ration shall be issued or used for furnishing heat or hot water by means of that equipment.

(9) *Uninstalled equipment.* For the operation of fuel oil burning equipment unless the installation of the equipment is substantially completed.

(b) *PAW exceptions.* The restrictions contained in paragraph (a) (2), (3) and (4) of this section shall not apply to equipment with respect to which the Petroleum Administration for War has granted a currently valid exception under Petroleum Distribution Order No. 13, as amended. In such case, the ration shall be issued (pursuant to the applicable provisions of this order) only during the period specified in the exception granted by the Petroleum Administration for War.

7. Section 1394.5160 is added as follows:

§ 1394.5160 *District Director approval for standby exceptions.* The District Director may direct that a Board, before issuing a ration because it finds that a standby facility cannot be repaired at reasonable expense or that a denial of a ration because of the standby facility restriction would work an exceptional and unreasonable hardship, shall submit the application to the District Director for approval. Where such a direction has been given, no such ration may be issued unless the District Director has approved the application.

8. Sections 1394.5318 (b) and 1394.5353 (a) (1) are revoked.

This amendment shall become effective on July 29, 1944.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong., Pub. Law 421, 77th Cong.; WPB Dir. No. 1, 7 F.R. 562; Supp. Dir. No. 1–0, as amended, 8 F.R. 14199; E.O. 9125, 7 F.R. 2719)

Issued this 25th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–11126; Filed, July 25, 1944; 11:46 a. m.]

PART 1418—TERRITORIES AND POSSESSIONS

[MPR 288 [1], incl. Amdts. 1–28]

SPECIFIC MAXIMUM PRICES IN ALASKA

This compilation of Maximum Price Regulation 288 includes Amendment 28, effective July 31, 1944, which adds Table XXV.

A statement of the considerations involved in the issuance of this regulation has been issued simultaneously herewith and has been filed with the Division of the Federal Register.[2]

Therefore, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and in accordance with Revised Procedural Regulation No. 1 [3] issued by the Office of Price Administration, Maximum Price Regulation No. 288 is hereby issued.

Sec.

1418.351 Prohibition against dealing in certain commodities at prices above the maximum.
1418.352 To what transactions, products and persons this ceiling applies.
1418.353 Petitions for amendment.
1418.354 Applications for adjustment.
1418.354a Territorial adjustment of maximum prices.
1418.355 Definitions.
1418.356 Less than maximum prices.
1418.357 Prohibited practices.
1418.358 Records and reports.
1418.359 Enforcement and licensing.
1418.360 Relation to other regulations.
1418.361 Applicability.
1418.362 Effective dates.
1418.362a Effective dates of amendments.
1418.363 Tables of maximum prices.

AUTHORITY: §§ 1418.351 to 1418.363, inclusive, issued under 56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681.

§ 1418.351 *Prohibition against dealing in certain commodities at prices above the maximum.* Regardless of any contract, agreement, lease, or other obligation or of any price regulation or order heretofore issued by the Office of Price Administration, no person to whom this regulation is applicable shall sell or deliver and no person in the course of trade or business shall buy or receive in the Territory of Alaska any of the commodities set forth in this regulation at a price higher than the maximum prices specified herein; and no person shall offer, solicit or attempt to do any of the foregoing.

[§ 1418.351 amended by Am. 3, 8 F.R. 2158, effective 2–22–43; Am. 4, 8 F.R. 2445, effective 3–3–43; Am. 5, 8 F.R. 6964, effective 6–1–43; Am. 6, 8 F.R. 3844, effective 3–26–43; Am. 9, 8 F.R. 13168; effective 9–30–43; Am. 11, 8 F.R. 16514, effective 12–6–43]

§ 1418.352 *To what transactions, products and persons this ceiling applies*—(a) *What transactions are covered.* This regulation covers sales of the products enumerated in the tables set forth below in the Territory of Alaska. The type of transaction covered, whether wholesale, retail, or both, is specified in each table.

(b) *What products are covered.* This regulation covers the products enumerated in the tables set forth below.

(c) *What persons are covered.* Any person who sells any commodity enumerated in the tables below is subject to this regulation. The term "person" includes an individual, corporation, partnership, association or any other organized group; their legal successors or representatives; the United States, or any government or any of its political subdivisions; or any agency of any of the foregoing.

§ 1418.353 *Petitions for amendment.* Any person seeking an amendment of any provision of this Maximum Price Regulation No. 288 may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1.

§ 1418.354 *Applications for adjustment.* Any person seeking an adjustment of the maximum prices established by this Maximum Price Regulation No. 288 may file a petition for adjustment in accordance with the provisions of Procedural Regulation No. 7.[4]

§ 1418.354a *Territorial adjustment of maximum prices.* The Territorial Director of the Office of Price Administration in Alaska may issue an order adjusting the maximum price of any item for any locality listed in the Tables of maximum prices in § 1418.363 whenever such action is necessary to correct an error or to prevent substantial hardship caused by an unanticipated increase in the maximum wholesale price or costs of shipment. An order issued pursuant to this section shall remain in effect until superseded by an appropriate amendment.

[§ 1418.354a added by Am. 23, 9 F.R. 4199, effective 4–24–44]

§ 1418.355 *Definitions.* (a) When used in this Maximum Price Regulation No. 288, the term:

(1) "Sale at wholesale" means a sale of a commodity by a person who resells it to any person other than an ultimate consumer and includes any sale to the United States, or any government, or any of its political subdivisions, any religious, educational, or charitable institution for the sick, deaf, blind, disabled, aged or insane, or any school, hospital, library, commercial or industrial user, or any agency of the foregoing.

(2) "Sale at retail" means a sale or selling to an ultimate consumer.

[Former subparagraphs (1) and (2) deleted by Am. 14, 8 F.R. 16865, effective 11–22–43; new (1) and (2) added by Am. 16, 8 F.R. 16793, effective 12–13–43]

[Former subparagraph (3), (4) and (5) added by Am. 3, 8 F.R. 2158, effective 2–22–43; deleted by Am. 21, 9 F.R. 2409, effective 3–6–44]

(3) "Maximum price", except where the context otherwise requires, means the maximum price established by Maximum Price Regulation 288: *Provided, however,* That where pennies are not generally used or available in the course of ordinary retail transactions, adjustments to the nearest nickel may be made by the seller on the total of the combined purchase prices of one or more commodities sold at a single sale, or the total of the combined purchase prices of one or more commodities sold in a series of sales but billed at the end of a period; that the prices of all commodities shall be posted according to the "maximum price" as herein defined.

[Former subparagraph (6) added by Am. 8, 8 F.R. 12549, effective 9–16–43; former (3), (4) and (5) deleted and former (6) redesignated (3) by Am. 21, 9 F.R. 2409, effective 3–6–44]

§ 1418.356 *Less than maximum prices.* Lower prices than those set forth in this Maximum Price Regulation No. 288 may be charged, demanded, paid, or offered.

§ 1418.357 *Prohibited practices*—(a) *General.* Any device to obtain a higher-than-ceiling price without actually raising the dollar and cents price is as much a violation of this Maximum Price Regulation No. 288 as an outright over-ceiling price. This applies to devices making use of commissions, services, transportation arrangements, premiums, special privileges, tying-agreements, trade understandings and the like.

(b) *Adjustable pricing.* A price may not be made adjustable to a maximum price which will be in effect at sometime after delivery of any commodity covered by this regulation has been completed, but the price may be adjustable to the maximum price in effect at the time of delivery.

§ 1418.358 *Records and reports*—(a) *Records to be kept.* (1) Every person making sales at wholesale of the commodities subject to this Maximum Price Regulation No. 288 shall, on and after the date any such commodity becomes subject to this regulation, keep for inspection by the Office of Price Administration, for a period of not less than one year, complete and accurate records of each purchase and each sale made by such person, showing the date thereof, the name and address of the buyer and seller, the direct cost thereof, the price paid or received, the mark-up charged, and the quantity purchased or sold.

(2) Every person making sales at retail of the commodities subject to this Maximum Price Regulation No. 288 shall, on and after the date any such commodity becomes subject to this regulation, keep for inspection by the Office of Price Administration, for a period of not less than one year, complete and accurate records of each purchase made by the seller, the date thereof, the name and address of the person selling to the seller, the direct cost thereof, the price paid, the quantity purchased, and the mark-up charged by the seller to the buyer.

(b) *Prices to be marked and posted.* On and after the date any commodity becomes subject to the Maximum Price Regulation No. 288, every person offering to sell at retail any such commodity shall mark the maximum price of such commodity in a manner plainly visible to and understandable by, the purchasing public. The maximum prices may be marked on the commodities themselves or may be posted at the place in the establishment where the commodities are offered for sale, and may be posted by price lines if the selling price of each commodity is marked thereon. The maximum prices shall be indicated in the form "Ceiling Price $_____" or "Our Ceiling $_____."

(c) *Sales slips and receipts.* Every seller at retail of the commodities subject to this Maximum Price Regulation No. 288 who has customarily given purchasers sales slips or receipts shall continue to do so. Upon request from a purchaser, every such seller, regardless of previous custom, shall give the purchaser a receipt showing the date, the name and address of the seller, the commodity sold, and the price received for it.

§ 1418.359 *Enforcement and licensing.* (a) Persons violating any provision of this Maximum Price Regulation No. 288 are subject to the criminal penalties, civil enforcement actions, suits for treble damages, and proceedings for revocation of licenses provided for by the Emergency Price Control Act of 1942, as amended, and Executive Order No. 9250.

(b) Persons who have evidence of any violation of this regulation or of any other regulation or order issued by the Office of Price Administration are urged to communicate with the nearest office of the Office of Price Administration.

(c) *Licensing.* The provisions of Licensing Order No. 1 [5] licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation or schedule. A seller's license may be suspended for violations of the license or of one or more applicable price

[1] 7 F.R. 10581.

[2] Statements of consideration are also issued simultaneously with amendments. Copies may be obtained from the Office of Price Administration.

[3] 9 F.R. 5791.

[4] 7 F.R. 4779.

[5] 8 F. R. 13240.

schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

[Paragraph (c) amended by Supplementary Order 72, 8 F.R. 13244, effective 10–1–43]

§ 1418.360 *Relation to other regulations.* (a) Notwithstanding the provisions of Maximum Price Regulation No. 194 [1], maximum prices for the commodities enumerated in the Tables set forth in § 1418.363 of this Maximum Price Regulation No. 288 shall be established by this Maximum Price Regulation No. 288. Maximum prices for commodities not enumerated, and for commodities sold in localities not specified, in the tables set forth in § 1418.363 of this Maximum Price Regulation 288 shall continue to be governed by Maximum Price Regulation 194, The General Maximum Price Regulation [2], or such other price regulations as may be applicable in the Territory of Alaska.

[Paragraph (a) amended by Am. 3, 8 F.R. 2158, effective 2–22–43; Am. 21, 9 F.R. 2409, effective 3–6–44]

§ 1418.361 *Applicability.* The provisions of this Maximum Price Regulation No. 288 shall be applicable to the Territory of Alaska.

§ 1418.362 *Effective dates.* (a) This Maximum Price Regulation No. 288 (§§ 1418.361 to 1418.363, inclusive) shall become effective December 16, 1942.

[MPR 288 originally issued Dec. 16, 1942]

§ 1418.362a *Effective dates of amendments.*

[Effective dates of amendments are shown in notes following the parts affected]

§ 1418.363 *Tables of maximum prices*—(a) *Table I: Maximum prices of turkeys*—(1) *Definitions.* When used in this paragraph, the term:

(i) "Drawn turkey" means a dressed hen or tom turkey from which the head, shank, crop, entrails and gall bladder have been wholly removed without contamination of the body cavity, the gizzard cleaned, and the cleaned gizzard, heart and liver then included with the carcass.

(ii) "Quick frozen eviscerated turkey" means a dressed and singed hen or tom turkey, from which the head, shank, crop, windpipe, esophagus, entrails, gall bladder, lungs, kidney and oilsac have been removed, the giblets of which have been cleaned, wrapped and replaced, and the whole, whether in carcass, split or dismembered form, then individually wrapped or packaged in cartons or boxes, frozen at quick freezing temperatures and ready for cooking upon removal from the package.

(iii) "Regular or dressed turkey" means a hen or tom turkey killed, bled and plucked, but not eviscerated.

(2) *Maximum prices for young Grade A turkeys.* The maximum prices per pound for young Grade A turkeys sold at retail shall be:

Hens and toms by type and weight	Ketchikan	Wrangell Petersburg	Juneau Douglas	Skagway Haines	Sitka
Dressed, under 16 lbs.	$0.62	$0.62	$0.62½	$0.62½	$0.62½
Dressed, 16–20 lbs.	0.59	0.59	0.59	0.59	0.59
Dressed, 20 lbs. and over	0.57	0.57	0.57½	0.57½	0.57½
Drawn, under 13 lbs. after drawing	0.72½	0.72½	0.72½	0.72½	0.73
Drawn, 13 lbs to 16½ lbs after drawing	0.69	0.69	0.69	0.69	0.69
Drawn, 16½ lbs. and over after drawing	0.66	0.66	0.66	0.66½	0.66½
Quick-frozen eviscerated and pkged, under 13 lbs.	0.77	0.77	0.77	0.77	0.77
Quick-frozen eviscerated and pkged, 13 lbs–16½ lbs.	0.72½	0.72½	0.73	0.73	0.73
Quick-frozen eviscerated and pkged, 16½ lbs. and over	0.70	0.70	0.70	0.70	0.70½

Hens and toms by type and weight	Cordova Valdez Seward	Kodiak	Anchorage	Palmer	Fairbanks
Dressed, under 16 lbs.	$0.64½	$0.65	$0.66½	$0.67	$0.70½
Dressed, 16–20 lbs.	0.61½	0.62½	0.63½	0.64	0.68
Dressed, 20 lbs. and over	0.59½	0.60½	0.61½	0.62	0.66
Drawn, under 13 lbs. after drawing	0.75	0.76	0.77	0.78	0.81½
Drawn, 13 lbs. to 16½ lbs. after drawing	0.71½	0.72	0.73	0.74	0.78
Drawn, 16½ lbs. and over after drawing	0.68½	0.69½	0.70½	0.71½	0.75
Quick-frozen eviscerated and packaged, under 13 lbs.	0.79½	0.80½	0.81½	0.82½	0.86
Quick-frozen eviscerated and packaged, 13 lbs.–16½ lbs.	0.74½	0.75	0.76½	0.77	0.81
Quick-frozen eviscerated and packaged, 16½ lbs. and over	0.72½	0.73½	0.74½	0.75½	0.79

(3) *Maximum prices for other turkeys.* The maximum prices per pound for other turkeys sold at retail shall be:

(i) Old turkeys, Grade A: deduct 2½¢ per pound from the corresponding weight, class and type set forth in the table in subparagraph (2).

(ii) Grade B turkeys (including hard scalded): deduct 2¢ per pound from the price for the Grade A turkey corresponding in age, weight, class and type.

(iii) Grade C turkeys: deduct 5¢ per pound from the price for the Grade A turkey corresponding in age, weight, class and type.

(iv) The definitions of age, weight, type and grade of turkeys shall be those set forth in the United States Department of Agriculture "Tentative U. S. Standards for Classes and Grades for Dressed Turkeys".

(v) The maximum retail prices for all other grades of turkeys sold in the places set forth above, and for all grades of turkeys sold in other places in the Territory of Alaska shall continue to be established by Maximum Price Regulation 194.

(4) *Invoices.* The seller at retail of any turkey, which is priced by this paragraph shall give an invoice to the purchaser which shall set forth the name and address of the seller, the date of sale, and the age, type, grade, weight and price of each turkey sold.

[Paragraph (a) amended by Am. 1, 7 F.R. 11012, effective 12–26–42; Am. 14, 8 F.R. 16865, effective 11–22–43]

(b) *Table II: Maximum retail prices for evaporated milk.* (1) The maximum prices for all grades of evaporated milk sold at retail in the Territory of Alaska shall be:

Town	14½ ounce can		6 ounce can		8 pound can
	Price per can	Price for 2 cans	Price per can	Price for 2 cans	Price per can
Ketchikan	$0.12	$0.24	$0.06	$0.11	$0.90
Wrangell					
Petersburg					
Juneau					
Skagway					
Sitka					
Douglas					
Haines					
Cordova	0.125	0.25	0.06	0.12	0.95
Valdez					
Seward					
Kodiak					
Anchorage					
Palmer	0.14	0.28	0.07	0.14	1.00
Fairbanks					
Points on Alaska Railroad South of Curry	0.15	0.30	0.075	0.15	1.25
Curry and all points North of Curry on Alaskan Railroad	0.14	0.28	0.06	0.12	1.05
Nome					

[Paragraph (b) Table II added by Am. 3, 8 F.R. 2158, effective 2–22–43, amended by Am. 6, 8 F.R. 3844, effective 3–26–43]

(c) *Table III: Maximum retail prices for butter.* (1) Maximum prices for the following grades and packages of fresh butter sold at retail in the Territory of Alaska shall be:

Town	Fresh print butter, 90–93 score			Butter in tins 90–93 score	
	Parch. wrapped	Carton wrapped	Quartered in cartons	1 lb. tin	2 lb. tin
Ketchikan	$0.59	$0.59	$0.60	$0.71	$0.67
Wrangell	.59	.59	.60	.71	.67
Petersburg	.59	.59	.60	.71	.67
Juneau	.59	.59	.60	.71	.67
Douglas	.59	.59	.60	.71	.67
Sitka	.59	.59	.60	.71	.67
Skagway	.59	.59	.60	.71	.67
Haines	.59	.59	.60	.71	.67
Cordova	.60	.61	.62	.73	.68
Valdez	.60	.60	.61	.73	.68
Seward	.60	.60	.61	.73	.68
Kodiak	.61	.61	.62	.74	.69
Anchorage	.63	.63	.64	.76	.71
Palmer	.63	.63	.64	.76	.71
Points on Alaska R. R. North of Anchorage and South of Curry	.63	.63	.64	.76	.71
Curry and all points on Alaska R. R. North of Curry and South of Fairbanks	.65	.65	.67	.79	.74
Fairbanks	.65	.65	.67	.79	.74
Nome	.63	.63	.64	.75	.70

NOTE: The maximum retail price for 89 and lower score butter shall be computed by deducting one cent per pound from the appropriate price set forth above.

(2) Maximum prices for 90–93 score butter in prints or rolls parchment wrapped and packed in brine sold at retail in the Territory of Alaska shall be:

Town	Price per pound sold over the keg	25# keg, price per kg	30# keg, price per kg	50# keg, price per kg	56# keg, price per kg	60# keg, price per kg	100# keg, price per kg	112# keg, price per kg
Ketchikan	$0.68	$17.00	$20.40	$33.50	$37.52	$40.20	$66.00	$73.92
Wrangell	.68	17.00	20.40	33.50	37.52	40.20	66.00	73.92
Petersburg	.68	17.00	20.40	33.50	37.52	40.20	66.00	73.92
Juneau-Douglas	.68	17.00	20.40	33.50	37.52	40.20	66.00	73.92
Skagway-Haines	.68	17.00	20.40	33.50	37.52	40.20	66.00	73.92
Sitka	.68	17.00	20.40	33.50	37.52	40.20	66.00	73.92
Cordova	.70	17.50	21.00	34.50	38.64	41.40	68.00	76.16
Valdez	.70	17.50	21.00	34.50	38.64	41.40	68.00	76.16
Seward	.70	17.50	21.00	34.50	38.64	41.40	68.00	76.16
Kodiak	.70	17.50	21.00	34.50	38.64	41.40	68.00	76.16
Anchorage	.72	18.00	21.60	35.50	39.76	42.60	70.00	78.40
Palmer	.72	18.00	21.60	35.50	39.76	42.60	70.00	78.40
Fairbanks	.75	18.75	22.50	36.00	40.32	43.20	71.00	78.52
Points on Alaska R.R. north of Anchorage & south of Curry	.73	18.25	21.90	36.00	40.32	43.20	71.00	78.52
Curry & all points on Alaska R.R. north of Curry & south of Fbks.	.76	19.00	22.80	37.00	42.00	45.00	74.00	82.88
Fairbanks	.76	19.00	22.80	37.00	42.00	45.00	74.00	82.88
Nome	.75	18.00	21.60	35.00	39.20	42.00	70.00	78.40

(3) For sales of fractions of a pound the maximum price shall be proportionately computed.

(4) The maximum retail price for all grades of butter sold in places other than those enumerated above shall continue to be established by Maximum Price Regulation 194, if imported, and by the General Maximum Price Regulation if produced in the Territory of Alaska.

(5) *Definitions.* (i) "Butter" means the food product, commonly known as butter, which is made exclusively from milk or cream, or both, with or without the addition of common salt or coloring matter, and containing not less than 80% by weight of milk fat, all tolerance being allowed for. Such percentage of milk fat requirement shall equal that determined by the method prescribed in Official and Tentative Methods of Analysis of the Association of Official Agricultural Chemists, 5th Edition, 1940.

(ii) "Score or grade of butter" means the quality of butter determined in accordance with the Official United States Standards for U. S. Grades of Creamery Butter issued in January 1943 by the United States Department of Agriculture and effective February 1, 1943.

(iii) "Bulk" and "print" mean the form in which butter is sold and delivered.

[Paragraph (c), Table III added by Am. 3, 8 F.R. 2158, effective 2–22–43; amended by Am. 5, 8 F.R. 6964, effective 6–1–43; Am. 7, 8 F.R. 11035, effective 8–12–43; note added and subparagraphs (2), (3) and (4) amended by Am. 17, 9 F.R. 301, effective 1–11–44; subparagraph (5) added by Am. 21, 9 F.R. 2409 effective 3–6–44]

(d) *Table IV: Maximum prices for hay produced in the Territory of Alaska.* (1) The maximum prices for hay produced in the Territory of Alaska and sold in the Territory of Alaska shall be $42.50 per ton. For sales of different quantities the maximum price shall be computed proportionately.

(2) The maximum price for hay that is imported shall continue to be governed by Maximum Price Regulation No. 194.

[Paragraph (d), Table IV added by Am. 4, 8 F.R. 2445, effective 3–3–43; subparagraph (1) amended by Am. 17, 9 F.R. 301, effective 1–11–44]

(e) *Table V: Maximum retail prices for refined beet and cane granulated sugar.*

[1] 7 F.R. 5909, 6268, 5744, 8023, 8359, 8947, 9195, 10231, 10790, 11012; 8 F.R. 856.

[2] 9 F.R. 1385, 5169, 6106.

(1) The maximum prices for refined beet and cane granulated sugar sold at retail in the Territory of Alaska shall be:

	Bulk (less than five pounds)	1 lb. carton or bag	2 lb. carton or bag	5 lb. carton bag or bulk	10 lb. carton bag or bulk	25 lb. bale, bulk, bag, or sack	50 lb. bale, bulk, bag, or sack	100 lb bale, bulk, bag, or sack
	Per pound							
Ketchikan	$0.095	$0.11	$0.20	$0.45	$0.85	$2.10	$4.20	$8.20
Wrangell	.095	.11	.20	.45	.85	2.10	4.20	8.20
Petersburg	.095	.11	.20	.45	.85	2.10	4.20	8.20
Juneau	.095	.11	.20	.45	.85	2.10	4.20	8.20
Douglas	.095	.11	.20	.45	.85	2.10	4.20	8.20
Sitka	.095	.11	.20	.45	.85	2.10	4.20	8.20
Skagway	.095	.11	.20	.45	.85	2.10	4.20	8.20
Haines	.095	.11	.20	.45	.85	2.10	4.20	8.20
Cordova	.10	.12	.21	.50	.95	2.38	4.75	9.45
Valdez	.10	.12	.21	.50	.95	2.38	4.75	9.45
Seward	.10	.12	.21	.50	.95	2.38	4.75	9.45
Kodiak	.10	.13	.21	.50	.95	2.38	4.75	9.45
Anchorage	.11	.12	.23	.53	1.05	2.60	5.10	9.75
Palmer	.12	.14	.25	.60	1.15	2.75	5.35	10.50
Points on Alaska Railroad north of Anchorage and south of Curry	.12	.14	.25	.60	1.15	2.75	5.35	10.50
Curry and all points north of Curry on Alaska R. R. exclusive of Fairbanks	.12	.14	.25	.60	1.15	2.75	5.35	10.50
Fairbanks	.11	.14	.24	.55	1.10	2.75	5.50	11.00
Nome	.12	.14	.25	.60	1.15	2.75	5.25	10.40

(2) For an amount other than that specified in Table V above, the maximum retail selling price per pound shall be the maximum price per pound for the nearest amount in bale, bulk, bag, or sack specified in Table V.

(3) The maximum retail price for refined beet or cane granulated sugar sold in places other than those enumerated above shall continue to be established by Maximum Price Regulation 194.

[Paragraph (e), Table V added by Am. 5, 8 F.R. 6964, effective 6–1–43; revoked by Am. 7, 8 F.R. 11035, effective 8–12–43; added by Am. 9, 8 F.R. 13168, effective 9–30–43]

(f) *Table VI: Maximum retail prices for edible fats and oils*—(1) *Definitions.* When used in this Table VI the term:

(i) "Standard shortening" means shortening not hydrogenated made from vegetable oils such as corn, soybean, cottonseed, or peanut oils, refined to produce a creamy solid.

(ii) "Hydrogenated shortening" means shortening made from oils, such as cottonseed, soybean, or peanut oils, which are refined and processed to make the flavor blend and then hydrogenated to solidify the product. Hydrogenation is the process by which hydrogen is added to the unsaturated carbon bonds of oils, thus forming fats which may be plastic, hard or brittle, depending upon the completeness of hydrogenation.

(iii) "Lard" means the edible rendered fat from hogs.

(2) The maximum prices for certain edible fats and oils sold at retail in the Territory of Alaska shall be:

	Standard shortening		Hydrogenated shortening			Lard		
	Fluffo and Fluffo Jewel		Crisco, Spry, and Snowdrift			Armour's, Swift's, Carsten's, and Gibson's		
	Carton		Container			Unit		
	1 pound	3 pounds	1 pound	3 pounds	6 pounds	1 pound	4 pounds	8 pounds
Ketchikan	$0.28	$0.83	$0.35	$1.00	$1.85	$0.28	$1.10	$2.10
Wrangell	0.28	0.83	0.35	0.95	1.85	0.25	1.00	2.00
Petersburg	0.28	0.83	0.35	0.95	1.85	0.28	1.10	2.10
Juneau	0.28	0.83	0.35	0.95	1.85	0.28	1.10	2.10
Douglas	0.28	0.83	0.35	0.95	1.85	0.25	1.00	2.00
Sitka	0.28	0.83	0.35	0.95	1.85	0.25	1.00	2.00
Skagway	0.28	0.83	0.35	0.95	1.85	0.25	1.00	2.00
Haines	0.28	0.83	0.35	0.95	1.85	0.25	1.00	2.00
Cordova	0.29	0.85	0.36	1.00	1.90	0.29	1.15	2.25
Valdez	0.29	0.85	0.36	1.00	1.90	0.29	1.15	2.25
Seward	0.29	0.85	0.36	1.00	1.90	0.29	1.15	2.25
Kodiak	0.29	0.85	0.36	1.00	1.90	0.29	1.15	2.25
Anchorage	0.30	0.90	0.36	1.05	1.95	0.30	1.20	2.25
Palmer	0.31	0.90	0.37	1.05	2.00	0.31	1.20	2.30
Points on Alaska Railroad north of Anchorage and south of Curry	0.31	0.90	0.37	1.05	2.00	0.31	1.20	2.30
Curry and all points on Alaska Railroad north of Curry and south of Fairbanks	0.33	0.98	0.40	1.19	2.15	0.33	1.30	2.50
Fairbanks	0.33	0.98	0.40	1.19	2.15	0.33	1.30	2.50
Nome	0.30	0.90	0.35	1.05	2.00	0.30	1.20	2.40

(2) The maximum retail price for all other varieties of edible fats and oils sold in the places specified herein, and for all varieties of edible fats and oils sold in places other than those specified herein shall continue to be established by Maximum Price Regulation 194.

[Paragraph (f), Table VI added by Am. 9, 8 F.R. 13168, effective 9–30–43]

(g) Table VII: *Maximum prices for milk sold in certain communities in the Territory of Alaska*—(1) *Definitions.* When used in this table, the term:

(i) "Milk" means cow's milk sold raw or pasteurized in fluid form as whole milk.

(ii) "Wholesale" refers to the sale by any person of milk in bottles or other containers to any person other than the ultimate consumer, and includes sales to stores, restaurants, institutions, and the Army or Navy.

(iii) "Restaurant" means any establishment operating as a restaurant, hotel, cafe, bar, soda fountain, or other eating or drinking place.

(2) *Maximum prices in Juneau and Douglas:*

[In cents]

	Quart	Pint	Half-Pint
Wholesale	18½	9¾	6
Retail out-of-store	22	12	------
Retail home-delivered	23	13	------
Restaurant when consumed on premises	------	------	10

(3) *Maximum prices in Ketchikan:*

[In cents]

	Quart	Pint	Half-Pint
Wholesale	19	10	6
Retail out-of-store	23	12	------
Retail home-delivered	24	13	------
Restaurant when consumed on premises	------	------	10

(NOTE: A seller may charge a deposit for bottles of any size not to exceed ten cents per bottle, the deposit to be refunded in full upon the return of the undamaged bottle.)

[Paragraph (g), Table VII added by Am. 10, 8 F.R. 14305, effective 10–19–43; amended and subparagraph (3) added by Am. 24, 9 F.R. 5168, effective 5–18–44]

(j) *Table X: Maximum retail prices for canned fruit, vegetable and other juices.*

Brand	Style	Description	Container size or net weight	Ketchikan	Wrangell	Petersburg	Juneau Douglas	Skagway Haines	Sitka	Cordova	Valdez	Seward	Kodiak	Anchorage	Palmer	Fairbanks	Nome
Apple Juice—glass:																	
Hood River	Fancy		32 oz.	$0.29	$0.29	$0.29	$0.30	$0.31	$0.31	$0.33	$0.33	$0.33	$0.34	$0.42	$0.46	$0.48	$0.37
New Morn	Fancy		32 oz.	.42	.42	.42	.42	.43	.43	.45	.45	.45	.46	.52	.55	.57	.49
New West			12 oz.	.17	.17	.17	.17	.17	.17	.18	.18	.18	.19	.22	.24	.25	.20
New West		Natural	32 oz.	.36	.37	.37	.37	.38	.38	.40	.40	.40	.40	.46	.49	.51	.43
S & W	Fancy		12 oz.	.20	.20	.20	.20	.20	.20	.21	.21	.21	.21	.23	.23	.25	.22
S & W	Fancy		32 oz.	.45	.45	.45	.46	.46	.46	.47	.47	.47	.49	.52	.53	.58	.51
Grape Juice—glass:																	
Church			Pints	.25	.25	.25	.26	.26	.26	.28	.28	.28	.28	.30	.31	.33	.31
Church		Stubby bottle	Pints	.22	.22	.22	.22	.22	.22	.22	.22	.22	.23	.25	.25	.28	.24
Church			Quarts	.45	.46	.46	.46	.47	.47	.51	.51	.51	.51	.55	.56	.61	.57
Church		Stubby bottle	Quarts	.29	.29	.29	.40	.40	.40	.41	.41	.41	.43	.46	.47	.52	.45
Island Belle			Quarts	.45	.45	.45	.46	.47	.47	.48	.48	.48	.50	.51	.53	.58	.53
Island Belle		Stubby with dextrose added.	Quarts	.46	.46	.46	.46	.46	.47	.48	.48	.48	.49	.52	.54	.58	.51
S & W	Fancy		Pints	.26	.26	.26	.26	.26	.26	.28	.28	.28	.28	.31	.32	.34	.29
S & W	Fancy		Quarts	.45	.46	.46	.46	.46	.46	.49	.49	.49	.49	.56	.56	.61	.53
Welch			Pints	.36	.36	.36	.36	.37	.37	.39	.39	.39	.39	.41	.41	.44	.42
Welch		Stubby bottle	Pints	.35	.35	.35	.36	.36	.36	.37	.37	.37	.37	.40	.40	.42	.39
Welch			Quarts	.66	.66	.66	.67	.67	.68	.71	.72	.72	.72	.76	.76	.81	.78
Welch		Stubby bottle	Quarts	.64	.64	.64	.64	.65	.65	.68	.68	.68	.68	.68	.68	.77	.72
Grapefruit Juice—tin:																	
Amocat	Fancy	Unsweetened	1 pt. 4 oz.	.20	.19	.19	.20	.20	.20	.21	.21	.21	.22	.24	.25	.26	.23
Amocat	Fancy	Unsweetened	46 oz.	.46	.46	.46	.46	.47	.47	.49	.49	.49	.50	.55	.57	.61	.53
Apte		Unsweetened, Texas	1 pt. 2 oz.	.20	.20	.20	.21	.21	.21	.22	.22	.22	.23	.25	.26	.28	.24
Curtis		Unsweetened	1 pt. 4 oz.	.20	.20	.20	.21	.21	.21	.23	.23	.23	.23	.25	.26	.28	.24
Donald Drake		Sweetened	46 oz.	.41	.41	.41	.42	.42	.42	.45	.45	.45	.46	.50	.53	.57	.49
Florida Gold	Fancy	Sweet	1 pt. 4 oz.	.19	.18	.18	.19	.19	.19	.20	.20	.20	.20	.23	.24	.26	.22
Florilland	Fancy	Unsweetened	1 pt. 4 oz.	.21	.21	.21	.22	.22	.22	.23	.23	.23	.23	.25	.26	.28	.25
Florilland	Fancy	Unsweetened	46 oz.	.46	.46	.46	.46	.47	.47	.49	.49	.49	.50	.55	.58	.61	.53
Francis Drake	Fancy	Unsweetened	1 pt. 2 oz.	.20	.20	.20	.21	.21	.21	.22	.23	.22	.23	.25	.26	.28	.24
Francis Drake	Fancy	Unsweetened	46 oz.	.42	.42	.42	.43	.43	.43	.45	.45	.45	.46	.51	.53	.57	.49
Fruit of Eden	Fancy	Pink, unsweetened	1 pt. 2 oz.	.20	.20	.20	.21	.21	.21	.22	.22	.22	.22	.25	.26	.28	.24
Happy Home	Fancy	Unsweetened	1 pt. 2 oz.	.21	.20	.20	.21	.22	.22	.23	.23	.23	.23	.25	.26	.28	.25
Happy Heme	Fancy	Sweet	1 pt. 2 oz.	.21	.20	.20	.21	.22	.22	.23	.23	.23	.23	.25	.26	.28	.25
Happy Home	Fancy	Sweet	46 oz.	.45	.45	.45	.45	.46	.46	.48	.48	.48	.48	.53	.56	.59	.51
Happy Home	Fancy	Unsweetened	46 oz.	.44	.44	.44	.45	.45	.45	.47	.47	.47	.48	.53	.56	.59	.51
Holly Hill		Unsweetened	1 pt. 2 oz.	.20	.19	.19	.20	.20	.20	.22	.22	.22	.22	.24	.25	.27	.23
Holly Hill		Unsweetened	46 oz.	.42	.42	.42	.42	.43	.43	.45	.45	.45	.45	.51	.53	.57	.48
I. G. A.			1 pt. 4 oz.	.20	.20	.20	.21	.21	.21	.23	.23	.23	.23	.25	.26	.28	.24
I. G. A.			46 oz.	.44	.44	.44	.45	.45	.45	.48	.48	.48	.48	.53	.56	.60	.52
K & B		Texas, Unsweetened	1 pt. 2 oz.	.20	.20	.20	.21	.21	.21	.22	.22	.22	.23	.25	.26	.28	.24
K & B		Texas, Unsweetened	46 oz.	.44	.44	.44	.44	.45	.45	.50	.47	.47	.48	.54	.55	.61	.52
Kingsway			1 pt. 2 oz.	.19	.18	.18	.19	.19	.19	.20	.20	.20	.21	.23	.24	.26	.22
Kingsway			46 oz.	.41	.41	.41	.41	.42	.42	.44	.44	.44	.45	.50	.52	.56	.48
Libby			1 pt. 4 oz.	.21	.20	.20	.21	.21	.21	.23	.23	.23	.23	.25	.26	.28	.24
Lord Fairfax		Sweetened	No. 2	.20	.19	.19	.20	.21	.21	.22	.22	.22	.22	.24	.25	.27	.24
Old Homestead	Fancy	Sweet	1 pt. 2 oz.	.18	.17	.17	.18	.18	.18	.20	.20	.20	.20	.22	.23	.25	.21
Polka		Unsweetened	46 oz.	.42	.42	.42	.43	.43	.43	.45	.45	.45	.46	.51	.54	.57	.49
Red & White	Fancy	Unsweetened	1 pt. 2 oz.	.18	.17	.17	.18	.18	.18	.20	.20	.20	.20	.22	.23	.25	.21
Reliance		Unsweetened	No. 2	.20	.21	.21	.20	.20	.20	.21	.22	.21	.22	.24	.25	.27	.23
Reliance		Unsweetened	46 oz.	.41	.42	.42	.42	.42	.43	.45	.45	.45	.46	.51	.53	.57	.48
S & W	Fancy	Unsweetened	1 pt. 2 oz.	.21	.20	.20	.21	.21	.21	.23	.23	.23	.23	.25	.26	.28	.24
S & W	Fancy	Sweetened	1 pt. 2 oz.	.21	.21	.21	.22	.22	.22	.23	.23	.23	.23	.25	.27	.28	.25
S & W	Fancy	Sweetened	47 oz.	.45	.45	.45	.46	.46	.46	.49	.49	.49	.49	.55	.57	.61	.53
S & W	Fancy	Unsweetened	47 oz.	.45	.46	.46	.46	.47	.47	.49	.49	.49	.50	.55	.57	.61	.53
Silver Nip		Florida, Unsweetened	1 pt. 2 oz.	.21	.20	.20	.21	.22	.22	.23	.23	.23	.23	.25	.26	.29	.24
Silver Nip		Florida, Unsweetened	46 oz.	.49	.49	.49	.49	.50	.51	.53	.53	.53	.54	.59	.60	.67	.57
Sunshine	Fancy	Unsweetened	1 pt. 2 oz.	.14	.14	.14	.15	.15	.15	.16	.16	.16	.16	.19	.20	.21	.18
Texas Delta			46 oz.	.43	.43	.43	.44	.44	.44	.47	.47	.47	.47	.52	.54	.56	.49
Texas Golden	Grade A		46 oz.	.42	.42	.42	.42	.43	.43	.45	.45	.45	.45	.46	.51	.53	.57	.49
Valley Gold	Fancy	Unsweetened	46 oz.	.41	.42	.42	.42	.43	.43	.44	.44	.44	.45	.50	.53	.56	.48
Wesco	"A"		46 oz.	.39	.39	.39	.40	.41	.41	.41	.42	.41	.43	.46	.48	.53	.46
Orange Juice—tin:																	
Absopure			12 oz.	.25	.23	.23	.25	.24	.24	.25	.26	.26	.26	.28	.27	.30	.28
Exchange	Fancy		1 pt. 2 oz.	.28	.26	.26	.28	.27	.27	.28	.30	.30	.30	.32	.32	.35	.32
Exchange			No. 2½	.28	.26	.26	.28	.28	.28	.30	.30	.30	.30	.33	.35	.37	.30
Florilland	Fancy	Sweet	13½ oz.	.15	.14	.14	.16	.15	.15	.16	.17	.17	.18	.21	.21	.24	.19
Libby			1 pt. 2 oz.	.30	.28	.28	.30	.29	.29	.30	.32	.32	.32	.34	.34	.37	.34
Libby			47 oz.	.72	.67	.67	.72	.73	.73	.75	.76	.75	.76	.82	.86	.89	.80
Nutradiet	Fancy		12 oz.	.17	.16	.16	.17	.17	.17	.18	.18	.18	.19	.20	.20	.22	.20
Old South	Fancy	Sweet	1 pt. 2 oz.	.26	.25	.25	.26	.26	.26	.27	.26	.27	.28	.29	.31	.28
Red and White	Fancy		12 oz.	.18	.16	.16	.18	.17	.17	.18	.19	.19	.19	.20	.20	.23	.20
Red and White	Fancy		46 oz.	.57	.54	.54	.58	.58	.59	.61	.61	.61	.62	.67	.70	.74	.65
S & W	Fancy		12 oz.	.17	.16	.16	.17	.17	.17	.18	.18	.18	.19	.20	.20	.22	.20
S & W	Fancy		1 qt. 14 oz.	.56	.53	.53	.57	.57	.57	.60	.60	.60	.61	.66	.69	.73	.65

(j) *Table X: Maximum retail prices for canned fruit, vegetable and other juices*—Continued.

Brand	Style	Description	Container size or net weight	Ketchikan	Wrangell	Petersburg	Juneau Douglas	Skagway Haines	Sitka	Cordova	Valdez	Seward	Kodiak	Anchorage	Palmer	Fairbanks	Nome
Orange and grapefruit juice—tin:																	
Golden Hill			1 pt. 2 oz.	$0.22	$0.22	$0.22	$0.22	$0.22	$0.22	$0.23	$0.23	$0.24	$0.23	$0.26	$0.27	$0.30	$0.26
Kingsway			No. 2	.22	.22	.22	.23	.22	.22	.23	.23	.24	.23	.25	.26	.30	.26
Old South			46 oz.	.55	.55	.55	.56	.56	.57	.58	.58	.58	.59	.62	.64	.69	.62
Tradewind	Fancy		46 oz.	.47	.44	.44	.50	.45	.45	.47	.47	.53	.48	.53	.56	.66	.57
Pineapple Juice—tin:																	
Amocat			46 oz.	.48	.49	.49	.49	.49	.50	.49	.49	.55	.53	.62	.61	.69	.56
Del Monte			1 pt. 4 oz.	.22	.21	.22	.22	.23	.23	.24	.24	.25	.25	.27	.27	.30	.27
Del Monte			46 oz.	.48	.48	.48	.49	.50	.50	.52	.52	.52	.53	.59	.61	.65	.57
Dole			1 pt. 2 oz.	.21	.20	.21	.21	.22	.23	.23	.24	.24	.24	.25	.25	.28	.25
Dole			46 oz.	.48	.48	.48	.49	.49	.49	.48	.48	.53	.52	.61	.61	.68	.56
Happy Home	Fancy		1 pt. 2 oz.	.21	.21	.22	.22	.22	.22	.23	.23	.24	.24	.26	.26	.29	.26
Happy Home	Fancy		46 oz.	.48	.48	.48	.48	.49	.49	.48	.48	.53	.52	.60	.60	.68	.55
Red & White	Fancy		1 pt. 2 oz.	.21	.20	.21	.21	.21	.21	.23	.23	.23	.24	.25	.25	.28	.25
S & W	Fancy		12 oz.	.17	.16	.17	.17	.17	.18	.18	.18	.19	.19	.20	.20	.22	.20
S & W	Fancy		1 pt. 2 oz.	.23	.22	.23	.23	.23	.23	.25	.25	.25	.26	.27	.27	.30	.27
S & W	Fancy		1 qt. 14 oz.	.54	.54	.54	.54	.55	.55	.54	.54	.60	.58	.67	.67	.74	.62
Vitagold			1 pt. 2 oz.	.21	.20	.21	.22	.22	.22	.23	.23	.24	.24	.26	.25	.28	.26
Prune Juice—glass:																	
Hearts delight			32 oz.	.32	.32	.32	.33	.33	.33	.35	.36	.35	.36	.42	.46	.48	.39
Lakeshore	Fancy		Quarts	.40	.40	.40	.41	.41	.42	.45	.45	.45	.46	.46	.49	.51	.51
Sunsweet			12 oz.	.19	.19	.19	.19	.19	.20	.21	.21	.21	.21	.23	.24	.25	.23
Sunsweet			Quarts	.39	.40	.40	.40	.40	.41	.43	.43	.43	.44	.50	.54	.56	.48
Tomato Juice—tin:																	
All Gold			1 pt. 2 oz.	.15	.14	.15	.16	.16	.16	.17	.17	.17	.17	.19	.20	.23	.19
Campbell's			14 oz.	.12	.12	.12	.12	.12	.13	.14	.14	.14	.14	.15	.16	.17	.15
Campbell's			20 oz.	.16	.16	.16	.16	.16	.16	.17	.17	.17	.18	.20	.21	.23	.19
Campbell's			47 oz.	.33	.34	.34	.34	.35	.35	.37	.37	.37	.38	.42	.45	.49	.41
C. H. B			12 oz.	.10	.10	.10	.10	.11	.11	.11	.11	.11	.11	.13	.14	.15	.12
C. H. B			1 lb. 2 oz.	.15	.16	.16	.16	.16	.16	.17	.17	.17	.17	.19	.20	.22	.19
C. H. B			47 oz.	.31	.31	.31	.31	.32	.32	.34	.34	.34	.35	.40	.42	.46	.38
Custom Quality			46 oz.	.30	.30	.30	.30	.31	.31	.33	.33	.33	.34	.39	.41	.45	.37
Del Monte			#2	.15	.14	.15	.15	.15	.15	.17	.17	.17	.17	.19	.19	.22	.18
Del Monte			47 oz.	.31	.31	.31	.32	.32	.32	.35	.35	.35	.35	.41	.43	.47	.39
Gloletta			12 oz.	.11	.11	.11	.11	.12	.12	.13	.13	.13	.13	.15	.15	.16	.14
Happy Home			12 oz.	.12	.11	.12	.12	.12	.12	.13	.13	.13	.14	.15	.16	.16	.14
Happy Home			18 oz.	.16	.16	.16	.16	.16	.17	.18	.18	.18	.18	.20	.21	.23	.20
Happy Home			46 oz.	.33	.33	.33	.34	.34	.34	.37	.37	.37	.37	.43	.46	.50	.41
Heinz			18 oz.	.17	.16	.17	.17	.17	.17	.18	.18	.18	.19	.20	.21	.23	.20
Heinz			46 oz.	.30	.31	.31	.31	.32	.32	.34	.34	.34	.35	.40	.42	.48	.38
I. G. A			12 oz.	.11	.10	.11	.11	.11	.11	.12	.12	.12	.12	.14	.14	.15	.13
I. G. A			47 oz.	.31	.31	.31	.31	.32	.32	.34	.34	.34	.35	.40	.42	.46	.38
Libby			8 oz.	.08	.08	.08	.08	.08	.08	.09	.09	.09	.09	.10	.10	.11	.10
Libby			13½ oz.	.12	.11	.12	.12	.12	.12	.13	.13	.13	.13	.15	.16	.17	.14
Libby			15 oz.	.13	.13	.13	.13	.13	.13	.14	.14	.14	.15	.16	.17	.18	.16
Libby			1 pt. 2 oz.	.15	.14	.15	.16	.16	.16	.17	.17	.17	.17	.19	.19	.22	.19
Libby			47 oz.	.33	.34	.34	.34	.35	.35	.37	.37	.38	.43	.45	.51	.41	
Nutradiet			12 oz.	.13	.12	.13	.13	.13	.13	.14	.14	.14	.14	.16	.17	.18	.16
Old Homestead			12 oz.	.11	.11	.11	.11	.11	.11	.12	.12	.12	.12	.14	.14	.16	.13
Old Homestead			1 lb. 2 oz.	.16	.16	.16	.16	.16	.16	.18	.18	.18	.18	.20	.21	.23	.19
Old Homestead			47 oz.	.32	.33	.33	.33	.33	.34	.36	.36	.36	.36	.43	.45	.49	.40
Oro Pride			1 lb. 10 oz.	.19	.19	.19	.20	.20	.20	.21	.21	.21	.22	.25	.26	.29	.21
Premium			47 oz.	.32	.32	.32	.33	.33	.33	.36	.36	.36	.37	.42	.44	.50	.40
Red & White			1 lb. 2 oz.	.15	.15	.15	.15	.15	.16	.17	.17	.17	.17	.19	.20	.21	.18
Red & White			47 oz.	.32	.33	.33	.33	.33	.34	.36	.36	.36	.36	.42	.44	.48	.40
Reliance			47 oz.	.31	.31	.31	.31	.32	.32	.34	.34	.34	.35	.40	.42	.46	.38
Sacramento Valley			8 oz.	.08	.07	.08	.08	.08	.08	.08	.08	.08	.08	.09	.10	.11	.09
Sacramento Valley			1 pt. 2 oz.	.15	.14	.15	.15	.15	.15	.17	.17	.17	.17	.19	.19	.22	.18
Sacramento Valley			47 oz.	.31	.31	.31	.32	.32	.32	.35	.35	.35	.35	.41	.44	.48	.39
Shurfine			1 pt. 2 oz.	.15	.14	.15	.15	.15	.15	.16	.16	.16	.17	.18	.19	.21	.18
S & W			12 oz.	.12	.11	.12	.12	.12	.12	.13	.13	.13	.13	.15	.16	.16	.14
S & W			1 lb. 2 oz.	.16	.17	.17	.17	.17	.17	.18	.18	.18	.18	.21	.21	.23	.20
S & W			1 qt. 15 oz.	.33	.33	.33	.33	.34	.34	.36	.36	.36	.37	.42	.43	.48	.40
Walla Walla			12½ oz.	.12	.12	.12	.12	.12	.12	.13	.13	.13	.13	.15	.15	.17	.14
Walla Walla			46 oz.	.31	.31	.31	.31	.32	.32	.34	.34	.34	.34	.40	.42	.46	.37
Yakima Farmer			47 oz.	.28	.29	.29	.29	.30	.30	.32	.32	.32	.33	.38	.40	.44	.36
Miscellaneous Juices—tin:																	
Diamond A		Celery	12 oz.	.13	.14	.14	.14	.14	.14	.15	.15	.15	.15	.16	.17	.18	.16
Reliance	Fancy	Celery	12 oz.	.13	.14	.14	.14	.14	.14	.15	.15	.15	.15	.16	.17	.18	.16
Here's Health		Vegetable	12 oz.	.14	.14	.14	.14	.14	.14	.15	.15	.15	.15	.17	.18	.19	.17
Here's Health		Vegetable	1 pt. 2 oz.	.21	.21	.21	.21	.21	.21	.22	.22	.22	.22	.23	.24	.24	.23
Here's Health		Vegetable	46 oz.	.42	.42	.42	.42	.43	.43	.44	.44	.44	.46	.48	.50	.55	.48
Oasis		Vegetable	12 oz.	.13	.13	.13	.13	.13	.13	.14	.14	.14	.14	.16	.16	.18	.15
V-8		Vegetable	46 oz.	.41	.41	.41	.41	.41	.42	.44	.44	.44	.45	.50	.52	.66	.48
Miscellaneous Juices—glass:																	
F. A. B		Clam juice	8 oz.	.20	.20	.20	.20	.20	.20	.21	.21	.21	.21	.22	.23	.24	.22
F. A. B		Clam juice with butter	15 oz.	.28	.29	.29	.29	.29	.29	.30	.30	.30	.30	.32	.33	.33	.31
Libby		Kraut juice	12 oz.	.13	.13	.13	.13	.13	.14	.15	.15	.15	.15	.19	.21	.22	.17

[Paragraph (j), Table X added by Am. 11, 8 F.R. 16514, effective 12–6–43; amended by Am. 19, 9 F.R. 1715, effective 2–18–44; and Am. 27, 9 F.R. 8075, effective 7–22–44; headnote amended by Am. 21, 9 F.R. 2409, effective 3–6–44]

(k) *Table XI: Maximum retail prices for canned soups.*

Brand	Description	Container size or net weight	Ketchikan	Wrangell	Petersburg	Juneau Douglas	Skagway Haines	Sitka	Cordova	Valdez	Seward	Kodiak	Anchorage	Palmer	Fairbanks	Nome
Campbell's	Asparagus soup	10½ oz.	$0.15	$0.15	$0.15	$0.15	$0.15	$0.15	$0.15	$0.15	$0.15	$0.16	$0.17	$0.20	$0.18	$0.16
Campbell's	Beef soup	10½ oz.	.18	.18	.18	.18	.19	.19	.19	.19	.19	.19	.20	.20	.20	.20
Campbell's	Black bean soup	10½ oz.	.13	.12	.13	.13	.13	.13	.14	.14	.14	.14	.16	.16	.17	.15
Campbell's	Bouillon	10½ oz.	.18	.18	.18	.18	.19	.19	.19	.19	.19	.19	.20	.20	.22	.20
Campbell's	Celery soup	10½ oz.	.13	.12	.13	.13	.13	.13	.14	.14	.14	.14	.16	.16	.17	.15
Campbell's	Chicken soup	10½ oz.	.20	.20	.20	.21	.21	.21	.21	.21	.21	.22	.22	.22	.24	.22
Campbell's	Chicken gumbo soup	10½ oz.	.18	.18	.18	.18	.19	.19	.19	.19	.19	.19	.20	.20	.22	.20

(k) *Table XI: Maximum retail prices for canned soups*—Continued.

Brand	Description	Container size or net weight	Ketchikan	Wrangell	Petersburg	Juneau Douglas	Skagway Haines	Sitka	Cordova	Valdez	Seward	Kodiak	Anchorage	Palmer	Fairbanks	Nome
Campbell's	Chicken noodle soup	10½ oz.	$0.18	$0.18	$0.18	$0.18	$0.19	$0.19	$0.19	$0.19	$0.19	$0.19	$0.20	$0.20	$0.22	$0.20
Campbell's	Clam chowder	10½ oz.	.15	.15	.15	.15	.15	.15	.15	.15	.15	.16	.17	.17	.18	.16
Campbell's	Consomme	10½ oz.	.18	.18	.18	.18	.19	.19	.19	.19	.19	.19	.20	.20	.22	.20
Campbell's	Mock turtle soup	10½ oz.	.15	.15	.15	.15	.15	.15	.15	.15	.15	.16	.17	.17	.18	.16
Campbell's	Noodle soup	10½ oz.	.19	.18	.18	.19	.18	.18	.20	.20	.20	.20	.21	.22	.23	.21
Campbell's	Mushroom soup	10½ oz.	.20	.20	.20	.21	.21	.21	.21	.21	.21	.22	.22	.23	.24	.22
Campbell's	Oxtail soup	10½ oz.	.15	.15	.16	.16	.15	.15	.15	.15	.15	.16	.17	.17	.18	.16
Campbell's	Pea soup	10½ oz.	.15	.15	.15	.15	.15	.15	.15	.15	.15	.16	.17	.17	.18	.16
Campbell's	Pepper pot soup	10½ oz.	.15	.15	.15	.15	.15	.15	.15	.15	.15	.16	.17	.17	.18	.16
Campbell's	Potato cream soup	10½ oz.	.13	.12	.13	.13	.13	.13	.14	.14	.14	.14	.16	.16	.17	.15
Campbell's	Scotch broth	10½ oz.	.15	.15	.15	.15	.15	.15	.15	.15	.15	.16	.17	.17	.18	.16
Campbell's	Tomato soup	10½ oz.	.12	.12	.12	.12	.12	.12	.12	.12	.12	.13	.13	.14	.15	.13
Campbell's	Vegetable soup	10½ oz.	.17	.17	.17	.17	.17	.17	.17	.17	.17	.17	.18	.19	.20	.18
Campbell's	Vegetable beef soup	10½ oz.	.18	.18	.18	.18	.19	.19	.19	.19	.19	.19	.20	.20	.22	.20
Derby	Chicken broth	12 oz.	.17	.16	.16	.17	.16	.16	.18	.18	.18	.18	.19	.20	.21	.19
Hormel	Onion soup	16 oz.	.25	.24	.24	.26	.24	.24	.27	.27	.27	.27	.28	.28	.30	.29
Hormel	Vegetable soup	16 oz.	.18	.17	.17	.18	.17	.17	.19	.19	.19	.20	.22	.23	.24	.21
Rancho	Chicken noodle soup	10½ oz.	.11	.11	.11	.11	.11	.12	.12	.12	.12	.12	.13	.14	.15	.13
Rancho	Tomato soup	10½ oz.	.09	.08	.08	.09	.08	.08	.10	.10	.10	.10	.11	.12	.12	.10
Rancho	Vegetable soup	10½ oz.	.09	.08	.08	.09	.08	.08	.10	.10	.10	.10	.11	.12	.12	.10
Royal Chef	Clam Chowder	10½ oz.	.23	.22	.22	.24	.22	.22	.25	.25	.25	.25	.26	.27	.28	.26
White Rock	Chicken broth	15 oz.	.13	.12	.12	.13	.12	.12	.14	.14	.14	.14	.16	.16	.18	.15

[Paragraph (k), Table XI added by Am. 11, 8 F.R. 16514, effective 12–6–43; amended by Am. 19, 9 F.R. 1715, effective 2–18–44; and Am. 27, 9 F.R. 8075, effective 7–22–44; headnote amended by Am. 21, 9 F.R. 2409, effective 3–6–44]

(l) *Table XII: Maximum retail prices for canned fruit.*

Brand	Style	Description	Container size or net weight	Ketchikan	Wrangell	Petersburg	Juneau Douglas	Skagway Haines	Sitka	Cordova	Valdez	Seward	Kodiak	Anchorage	Palmer	Fairbanks	Nome
Apple Sauce—Tin:																	
Libby			1 lb. 4 oz.	$0.25	$0.22	$0.22	$0.25	$0.25	$0.25	$0.26	$0.26	$0.26	$0.26	$0.26	$0.28	$0.29	$0.27
S & W	Fancy		1 lb. 4 oz.	.25	.22	.22	.25	.23	.23	.26	.26	.26	.26	.28	.30	.33	.28
Silver shore	Fancy		1 lb. 4 oz.	.20	.18	.18	.20	.18	.19	.21	.21	.21	.22	.25	.26	.30	.23
Apricots—Glass:																	
Amocat	Fancy	Halves	1 lb. 14 oz.	.41	.39	.41	.41	.42	.42	.42	.42	.44	.42	.48	.50	.54	.45
Del Monte	Whole	Peeled	1 lb. 14 oz.	.42	.40	.42	.43	.43	.43	.43	.43	.45	.43	.48	.50	.55	.46
Del Monte		Halves	1 lb. 14 oz.	.45	.43	.45	.45	.45	.46	.45	.45	.48	.46	.50	.52	.58	.49
Dewkist		Halves	1 lb. 14 oz.	.34	.33	.34	.34	.34	.35	.35	.35	.37	.35	.37	.38	.40	.37
Signet	Fancy		1 lb. 14 oz.	.41	.39	.41	.42	.42	.42	.42	.42	.44	.42	.47	.49	.54	.45
Apricots—Tin:																	
Del Monte		Halves	1 lb. 14 oz.	.38	.37	.38	.39	.39	.39	.39	.39	.41	.40	.43	.45	.49	.42
Fernbrook	Standard		1 lb. 14 oz.	.32	.31	.32	.33	.33	.33	.33	.33	.35	.33	.37	.38	.43	.36
Old Homestead	Fancy	Heavy syrup	1 lb. 13 oz.	.35	.33	.35	.35	.36	.36	.36	.36	.37	.36	.39	.41	.46	.38
Palmdale	Choice		1 lb. 14 oz.	.38	.36	.38	.38	.39	.39	.39	.39	.41	.39	.42	.44	.49	.42
Sac-A-Rin			1 lb. 1 oz.	.25	.24	.25	.25	.25	.25	.25	.25	.26	.25	.26	.28	.31	.27
Signet	Fancy		1 lb. 1 oz.	.25	.24	.25	.25	.26	.26	.25	.25	.27	.26	.27	.28	.31	.26
Berries—Tin:																	
Del Monte		Blackberries—Buffet	4¼ oz.	.13	.13	.13	.13	.13	.13	.13	.14	.14	.14	.15	.15	.16	.14
Del Monte		Blackberries	1 lb.	.23	.22	.23	.22	.22	.23	.23	.24	.23	.27	.26	.26	.28	.25
Del Monte		Blackberries	1 lb. 3 oz.	.27	.26	.27	.28	.27	.27	.28	.28	.30	.28	.32	.32	.33	.31
Fernbrook	Standard	Blackberries	20 oz.	.30	.29	.30	.30	.30	.30	.30	.30	.32	.30	.35	.35	.37	.32
Happy Home	Fancy	Blackberries	20 oz.	.31	.30	.32	.32	.31	.31	.32	.32	.33	.32	.37	.36	.38	.34
Del Monte		Boysenberries	1 lb. 3 oz.	.27	.25	.27	.27	.27	.26	.29	.29	.31	.29	.31	.32	.36	.33
Happy Home	Fancy	Boysenberries	20 oz.	.33	.30	.33	.33	.33	.34	.34	.36	.35	.37	.39	.42	.38	
Happy Home	Fancy	Georgeberries	20 oz.	.28	.26	.26	.27	.26	.27	.28	.28	.30	.28	.31	.32	.33	.32
Happy Home	Fancy red	Raspberries	1 lb. 5 oz.	.43	.43	.43	.43	.43	.44	.44	.44	.44	.45	.48	.49	.49	.47
Del Monte		Strawberries	4½ oz.	.20	.19	.19	.20	.19	.19	.20	.20	.20	.22	.22	.23	.23	.21
Fernbrook	Standard	Strawberries	1 lb. 4 oz.	.31	.30	.30	.31	.30	.30	.31	.31	.33	.33	.36	.37	.39	.35
Blue Tag		Youngberries	1 lb. 4 oz.	.29	.26	.28	.29	.28	.29	.30	.30	.31	.30	.34	.32	.37	.32
Silver Wave		Youngberries	1 lb. 4 oz.	.31	.28	.29	.31	.30	.30	.31	.31	.33	.31	.34	.35	.39	.33
Cherries—Tin:																	
Fernbrook	Standard	Royal Ann	1 lb. 13 oz.	.43	.43	.43	.43	.44	.44	.45	.45	.45	.46	.49	.51	.54	.50
Happy Home	Fancy	Royal Ann	1 lb. 5 oz.	.34	.32	.32	.33	.32	.32	.33	.33	.36	.34	.37	.40	.42	.35
Happy Home	Fancy	Red Sour Pit	1 lb. 5 oz.	.35	.33	.33	.34	.33	.33	.35	.35	.37	.35	.39	.41	.43	.36
Happy Home	Fancy	Royal Ann	1 lb. 14 oz.	.52	.48	.48	.51	.49	.49	.51	.51	.54	.51	.59	.60	.63	.53
Happy Home	Fancy	Black	1 lb. 14 oz.	.44	.41	.41	.43	.42	.42	.44	.44	.47	.44	.52	.53	.56	.46
Holly		Royal Ann	1 lb. 14 oz.	.35	.33	.33	.35	.34	.34	.35	.35	.38	.36	.42	.43	.46	.38
Nutradiet	Fancy	Royal Ann	8 oz.	.16	.15	.15	.16	.15	.15	.17	.17	.17	.17	.19	.19	.18	
Olympia		Red Sour Pit	1 lb. 4 oz.	.26	.25	.25	.26	.26	.25	.28	.28	.28	.28	.30	.33	.34	.30
Sac-A-Rin			17 oz.	.26	.24	.24	.25	.24	.25	.27	.27	.27	.27	.28	.30	.32	.29
Silver Shield		Royal Ann	1 lb. 14 oz.	.49	.46	.46	.48	.47	.47	.48	.48	.52	.49	.52	.58	.61	.51
Cherries—Glass:																	
Black & Gold		Royal Ann—Heavy syrup	No. 2½	.49	.46	.46	.48	.47	.47	.49	.49	.52	.49	.56	.60	.62	.52
Black & Gold		Bing—Heavy syrup	No. 2½	.49	.46	.46	.48	.47	.47	.49	.49	.52	.49	.58	.60	.62	.52
Del Monte		Light	1 lb. 14 oz.	.48	.45	.45	.47	.46	.46	.48	.48	.51	.48	.57	.59	.61	.51
Dewkist		Black	1 lb. 14 oz.	.52	.49	.49	.51	.49	.49	.52	.52	.55	.52	.60	.63	.64	.55
Dewkist		Red, Royal Ann	1 lb. 14 oz.	.52	.49	.49	.51	.49	.49	.52	.52	.55	.52	.60	.63	.64	.55
Signet	Fancy	Bing	No. 2½	.49	.46	.46	.48	.47	.47	.49	.49	.52	.49	.58	.60	.62	.52
Figs—Tin:																	
Palmdale	Whole	Fancy	1 lb. 10 oz.	.41	.39	.39	.41	.40	.40	.41	.41	.43	.43	.45	.46	.45	.45
Sac-A-Rin			16 oz.	.22	.21	.21	.22	.21	.21	.22	.22	.23	.23	.25	.26	.26	.25
Tropic Treat			16 oz.	.18	.17	.17	.18	.18	.18	.19	.19	.19	.20	.22	.22	.24	.21
Grapes—Tin:																	
Sac-A-Rin			16 oz.	.18	.19	.19	.19	.19	.20	.20	.20	.20	.22	.23	.24	.21	
Figs—Glass:																	
Del Monte			1 lb.	.29	.28	.28	.30	.28	.28	.30	.30	.30	.32	.35	.37	.38	.34
Del Monte	Choice	Kadota	1 lb. 13 oz.	.43	.41	.41	.43	.42	.42	.43	.44	.45	.46	.51	.54	.56	.49
Del Monte			1 lb. 14 oz.	.43	.41	.41	.44	.42	.42	.44	.44	.46	.46	.51	.53	.56	.49
Prince's		Kadota	No. 2½	.43	.41	.41	.43	.42	.42	.43	.44	.45	.46	.51	.54	.56	.49

(1) *Table XII: Maximum retail prices for canned fruit*—Continued

Brand	Style	Description	Container size or net weight	Ketchikan	Wrangell	Petersburg	Juneau Douglas	Skagway Haines	Sitka	Cordova	Valdez	Seward	Kodiak	Anchorage	Palmer	Fairbanks	Nome
Fruit Cocktail—Tin:																	
Del Monte		Buffet	4½ oz	$0.14	$0.14	$0.14	$0.14	$0.14	$0.14	$0.15	$0.15	$0.15	$0.15	$0.17	$0.18	$0.20	$0.16
Del Monte	Choice	Salad fruits	1 lb. 1 oz	.26	.26	.26	.26	.26	.26	.27	.27	.27	.28	.29	.31	.32	.29
Del Monte			1 lb. 1 oz	.24	.24	.24	.24	.24	.26	.26	.26	.26	.26	.27	.28	.30	.28
Del Monte		Salad fruits	1 lb. 14 oz	.43	.43	.43	.44	.44	.44	.42	.42	.44	.44	.46	.48	.53	.45
Gold Winner			1 lb. 1 oz	.23	.24	.24	.24	.24	.24	.24	.25	.25	.25	.26	.27	.26	.27
Happy Home	Fancy	Salad fruits	1 lb. 14 oz	.44	.45	.45	.45	.45	.45	.44	.44	.47	.44	.48	.50	.56	.47
I. G. A.			1 lb. 1 oz	.24	.24	.24	.24	.24	.24	.26	.26	.26	.26	.27	.28	.30	.27
Old Homestead	Fancy		1 lb. 1 oz	.26	.26	.26	.27	.27	.27	.28	.28	.28	.28	.29	.30	.32	.30
Red & White	Fancy		1 lb. 1 oz	.26	.26	.26	.27	.27	.27	.28	.28	.28	.28	.29	.30	.32	.30
Red & White	Fancy		1 lb. 14 oz	.39	.39	.39	.39	.39	.40	.38	.38	.41	.39	.42	.43	.49	.41
S & W	Fancy	Salad fruits	1 lb. 1 oz	.28	.28	.28	.29	.29	.29	.29	.30	.30	.30	.31	.33	.35	.31
S & W	Fancy		1 lb. 1 oz	.25	.25	.25	.25	.26	.26	.27	.27	.27	.27	.28	.30	.31	.28
S & W	Fancy		1 lb. 14 oz	.44	.45	.45	.45	.45	.45	.44	.44	.47	.44	.47	.49	.55	.46
Signet	Fancy		1 lb. 1 oz	.28	.28	.28	.28	.28	.28	.30	.30	.30	.30	.30	.32	.33	.32
Signet	Fancy		1 lb. 14 oz	.47	.47	.47	.47	.48	.48	.46	.46	.50	.47	.50	.51	.57	.49
Signet	Fancy	Salad fruits	1 lb. 14 oz	.47	.47	.47	.47	.48	.48	.46	.46	.50	.47	.50	.51	.57	.49
Fruit Cocktail—Glass:																	
Del Monte		Salad fruits	1 lb. 14 oz	.47	.47	.47	.47	.47	.48	.46	.46	.50	.47	.51	.52	.59	.49
Signet	Fancy		No. 2½	.44	.44	.44	.44	.44	.45	.43	.43	.46	.43	.48	.51	.56	.46
Grapefruit—Tin:																	
Blue & White	Fancy		1 lb. 4 oz	.18	.18	.18	.19	.19	.19	.20	.20	.20	.20	.22	.24	.25	.22
Cottage	Fancy		1 lb. 4 oz	.18	.18	.18	.19	.19	.19	.20	.20	.20	.20	.22	.24	.25	.22
Del Monte			1 lb. 4 oz	.22	.23	.23	.23	.23	.23	.25	.25	.25	.25	.26	.28	.29	.26
Golden Holly	Choice		1 lb. 4 oz	.22	.23	.23	.23	.23	.23	.24	.24	.24	.24	.26	.28	.29	.26
Old Homestead	Fancy		1 lb. 4 oz	.21	.21	.21	.21	.22	.22	.23	.23	.23	.23	.25	.27	.28	.25
Polk			1 lb. 4 oz	.21	.21	.21	.21	.21	.22	.22	.23	.22	.23	.25	.26	.28	.25
Red & White	Fancy		1 lb. 4 oz	.21	.21	.21	.21	.22	.22	.23	.23	.23	.23	.25	.27	.28	.25
Peaches—Tin:																	
Chimes	Fancy	Yellow cling sliced	1 lb. 4 oz	.29	.29	.29	.29	.29	.29	.30	.30	.30	.30	.33	.34	.36	.32
Cosmos	Standard	Yellow cling	1 lb. 13 oz	.34	.34	.34	.34	.35	.35	.35	.35	.36	.35	.40	.38	.44	.39
Cosmos	Standard	Sliced yellow cling	1 lb. 13 oz	.34	.34	.34	.34	.35	.35	.35	.35	.36	.35	.40	.38	.44	.39
Del Monte		Elberta halves	1 lb. 4 oz	.29	.29	.29	.29	.29	.29	.30	.30	.30	.30	.30	.34	.36	.32
Del Monte		Sliced	1 lb. 4 oz	.28	.28	.28	.28	.28	.28	.29	.30	.30	.30	.33	.34	.35	.31
Del Monte		Sliced	1 lb. 14 oz	.35	.36	.36	.36	.36	.36	.37	.37	.38	.37	.42	.40	.46	.40
Del Monte		Melba halves	1 lb. 14 oz	.36	.36	.36	.36	.36	.36	.37	.37	.38	.37	.42	.40	.46	.40
Dewkist	Fancy	Yellow freestone halves	1 lb. 5 oz	.29	.30	.30	.30	.30	.30	.31	.31	.31	.31	.34	.35	.37	.33
Fernbrook	Standard	Yellow cling	1 lb. 14 oz	.31	.31	.31	.32	.32	.32	.33	.33	.34	.33	.37	.36	.41	.36
Fernbrook	Standard	Sliced	1 lb. 14 oz	.32	.32	.32	.32	.32	.32	.33	.33	.34	.33	.38	.37	.42	.37
For You	Fancy	Yellow freestone halves	1 lb. 14 oz	.30	.30	.30	.30	.30	.30	.31	.31	.32	.31	.35	.34	.40	.34
Happy Home	Fancy	Yellow cling	1 lb. 5 oz	.27	.27	.27	.27	.27	.27	.28	.28	.29	.29	.32	.33	.34	.30
Happy Home	Fancy	Sliced	1 lb. 5 oz	.27	.27	.27	.27	.27	.27	.28	.28	.28	.29	.32	.33	.34	.30
Happy Home	Fancy	Yellow cling	1 lb. 14 oz	.37	.37	.37	.38	.38	.38	.39	.39	.39	.40	.42	.43	.46	.41
Happy Home	Fancy	Sliced	1 lb. 14 oz	.37	.37	.37	.38	.38	.38	.39	.39	.39	.40	.42	.43	.46	.41
Happy Home	Fancy	Yellow freestone	1 lb. 14 oz	.41	.41	.41	.41	.41	.42	.42	.42	.43	.42	.47	.46	.52	.46
I. G. A.		Ripe and ragged	1 lb. 14 oz	.36	.36	.36	.37	.37	.37	.37	.37	.39	.38	.42	.41	.47	.41
Ivanhoe	Standard		No. 2½	.31	.31	.31	.32	.32	.32	.32	.32	.34	.33	.37	.36	.41	.36
Kewpie	Choice	Yellow cling sliced	1 lb. 14 oz	.35	.86	.36	.36	.36	.36	.37	.37	.38	.38	.41	.40	.46	.40
Malibu	Choice	Yellow cling	No. 2½	.36	.36	.36	.36	.36	.36	.37	.37	.38	.37	.42	.41	.46	.41
Nutradiet	Fancy	Yellow cling	1 lb. 3 oz	.31	.31	.31	.31	.32	.32	.33	.33	.33	.33	.36	.37	.39	.35
Old Homestead	Fancy	Yellow cling sliced	1 lb. 5 oz	.26	.26	.26	.26	.26	.26	.27	.27	.27	.27	.30	.31	.33	.29
Old Homestead	Fancy	Yellow freestone halves	1 lb. 13 oz	.46	.46	.46	.47	.47	.47	.47	.47	.49	.47	.53	.51	.57	.51
Old Homestead	Fancy	Yellow cling sliced	1 lb. 14 oz	.32	.32	.32	.32	.32	.33	.33	.33	.34	.34	.38	.37	.43	.37
Palmdale	Choice	Yellow cling	1 lb. 13 oz	.35	.35	.35	.35	.36	.36	.36	.36	.37	.36	.41	.40	.45	.40
Polka Dot		Yellow cling sliced	1 lb. 4 oz	.24	.24	.24	.25	.25	.25	.26	.26	.26	.26	.29	.30	.32	.28
Prattlow	Choice	Yellow cling standard sliced	1 lb. 4 oz	.26	.26	.26	.26	.27	.27	.28	.28	.28	.28	.31	.32	.34	.30
Red & White	Fancy	Yellow cling sliced	1 lb. 5 oz	.26	.26	.26	.26	.26	.26	.27	.27	.27	.27	.30	.31	.83	.29
Red & White	Fancy	Yellow cling halves	1 lb. 5 oz	.25	.25	.25	.26	.26	.26	.27	.27	.27	.27	.30	.31	.33	.29
Red & White	Fancy	Yellow freestone halves	1 lb. 14 oz	.40	.40	.40	.41	.41	.41	.41	.42	.43	.42	.46	.42	.51	.45
Red & White	Fancy	Yellow cling sliced	1 lb. 14 oz	.33	.33	.33	.33	.33	.33	.34	.34	.35	.34	.39	.37	.43	.37
Red & White	Fancy	Yellow cling spiced	1 lb. 14 oz	.37	.37	.37	.37	.38	.38	.38	.38	.40	.39	.43	.42	.47	.42
Redondo		Sliced	1 lb. 14 oz	.32	.32	.32	.32	.33	.33	.33	.33	.34	.34	.38	.37	.42	.37
Redondo		Yellow cling	1 lb. 14 oz	.31	.31	.31	.32	.32	.32	.33	.33	.34	.33	.37	.36	.41	.36
Reliance		Freestone halves	No. 2½	.41	.41	.41	.42	.42	.42	.44	.44	.44	.44	.48	.49	.52	.46
Reliance		Yellow cling	No. 2½	.33	.33	.33	.34	.34	.34	.35	.35	.36	.35	.39	.38	.44	.38
S & W	Fancy	Sliced freestone	1 lb	.31	.31	.31	.31	.31	.31	.32	.32	.33	.33	.35	.36	.38	.31
S & W	Fancy	Yellow cling sliced	1 lb. 14 oz	.40	.40	.40	.40	.40	.41	.41	.41	.42	.41	.46	.47	.48	.44
S & W	Fancy	Freestone sliced	1 lb. 14 oz	.40	.46	.40	.41	.41	.41	.42	.42	.43	.42	.46	.45	.51	.46
S & W	Fancy	Freestone halves	1 lb. 14 oz	.40	.40	.40	.41	.41	.41	.41	.41	.43	.42	.47	.47	.51	.45
Sac-A-Rin		Yellow cling	1 lb. 1 oz	.24	.24	.24	.24	.24	.24	.25	.25	.25	.25	.27	.28	.30	.26
Sac-A-Rin		Sliced	1 lb. 1 oz	.24	.24	.24	.24	.24	.24	.25	.25	.25	.25	.27	.28	.30	.26
Sacramento	Choice	Yellow freestone halves	1 lb. 14 oz	.37	.37	.37	.37	.37	.38	.38	.38	.40	.38	.43	.42	.47	.42
Seaport		Yellow cling sliced	No 2½	.31	.31	.31	.32	.32	.32	.32	.32	.34	.33	.37	.36	.42	.36
Signet	Fancy	Sliced	11 oz	.25	.26	.26	.26	.26	.26	.27	.28	.28	.28	.29	.29	.31	.30
Silver Bar	Standard	Halves	1 lb. 14 oz	.32	.32	.32	.32	.32	.32	.33	.33	.34	.33	.37	.37	.42	.36
Silver Shield	Choice	Yellow cling sliced	1 lb. 14 oz	.35	.34	.34	.35	.35	.35	.36	.36	.37	.36	.40	.39	.45	.39
Silver Shield	Choice	Yellow cling	1 lb. 14 oz	.34	.34	.34	.34	.34	.34	.35	.35	.36	.35	.40	.39	.44	.39
Talisman		Halves	1 lb. 4 oz	.24	.24	.24	.25	.25	.25	.26	.26	.26	.26	.29	.30	.32	.28
Valamont	Fancy	Elberta halves	1 lb. 13 oz	.40	.40	.40	.40	.40	.40	.41	.41	.42	.41	.46	.44	.50	.45
Valamont	Fancy	Elberta	1 lb. 14 oz	.40	.40	.40	.40	.40	.41	.41	.41	.43	.41	.46	.44	.50	.45
Valamont	Fancy	Freestone	No. 2½	.39	.39	.39	.40	.40	.40	.40	.40	.42	.41	.45	.44	.50	.44
Val Vita	Fancy	Yellow cling sliced	1 lb. 14 oz	.31	.31	.31	.31	.31	.31	.32	.32	.33	.32	.37	.36	.42	.36
West Farm	Fancy	Yellow freestone halves	1 lb. 5 oz	.28	.28	.28	.28	.29	.29	.30	.30	.30	.30	.33	.34	.36	.32
Yes Madam	Fancy	Yellow freestone halves	1 lb. 14 oz	.41	.41	.41	.42	.42	.42	.44	.44	.44	.44	.49	.49	.52	.46
Peaches—Glass:																	
Del Monte		Sliced	No. 303	.27	.27	.27	.27	.27	.27	.29	.29	.29	.29	.32	.34	.35	.31
Del Monte		Sliced	1 lb. 14 oz	.40	.40	.40	.40	.40	.40	.42	.42	.43	.42	.48	.47	.52	.46
Del Monte		Yellow cling	1 lb. 14 oz	.40	.40	.40	.40	.40	.40	.42	.42	.43	.42	.48	.47	.52	.46
Del Monte		Whole, spiced	1 lb. 14 oz	.44	.44	.44	.44	.45	.45	.46	.46	.47	.46	.52	.50	.56	.51
Dewkist			1 lb. 14 oz	.43	.44	.44	.44	.44	.45	.45	.45	.47	.45	.52	.50	.56	.50
Prince	Fancy	Whole, spiced	1 lb. 12 oz	.43	.43	.43	.44	.44	.44	.44	.44	.46	.45	.51	.50	.55	.48
Punch Brand	Fancy, grade A	Elberta halves	1 lb. 12 oz	.46	.46	.46	.47	.47	.47	.47	.47	.49	.47	.54	.53	.59	.52
Redondo	Fancy	Yellow cling halves	1 lb. 1 oz	.21	.21	.21	.21	.21	.21	.22	.22	.22	.22	.25	.26	.27	.24
Signet	Fancy	Whole, spiced	1 lb. 12 oz	.45	.45	.45	.46	.46	.46	.47	.47	.48	.47	.53	.52	.58	.51
Signet	Fancy	Sliced cling	1 lb. 12 oz	.38	.38	.38	.39	.39	.39	.40	.40	.41	.40	.46	.46	.51	.44
Signet	Fancy	Quartered	1 lb. 14 oz	.39	.39	.39	.40	.40	.40	.41	.41	.43	.42	.47	.46	.51	.46
Pears—Tin:																	
Blue & White	Fancy		1 lb. 14 oz	.34	.35	.35	.35	.35	.35	.37	.34	.37	.37	.40	.41	.44	.38
Blue Room	Fancy		1 lb	.20	.21	.21	.21	.21	.21	.22	.21	.22	.22	.25	.25	.27	.23
Charmed Land		Light syrup	1 lb. 4 oz	.25	.25	.25	.25	.25	.25	.27	.25	.26	.27	.30	.30	.32	.28
Clearbrook	Special Choice		No. 2½	.36	.36	.36	.36	.36	.36	.38	.35	.38	.38	.42	.42	.46	.39
Cosmos	Standard		1 lb. 13 oz	.34	.34	.34	.35	.35	.35	.37	.34	.37	.37	.40	.41	.44	.38
Del Monte		Bartlett sliced	1 lb	.23	.23	.23	.23	.23	.23	.24	.23	.24	.25	.27	.27	.29	.25
Del Monte		Bartlett	1 lb. 4 oz	.29	.30	.30	.30	.30	.30	.32	.30	.31	.32	.34	.34	.37	.33
Del Monte		Bartlett halves	1 lb. 14 oz	.41	.41	.41	.41	.41	.42	.42	.42	.42	.43	.45	.46	.49	.45

(1) *Table XII: Maximum retail prices for canned fruit*—Continued.

Brand	Style	Description	Container size or net weight	Ketchikan	Wrangell	Petersburg	Juneau Douglas	Skagway Haines	Sitka	Cordova	Valdez	Seward	Kodiak	Anchorage	Palmer	Fairbanks	Nome
Pears—Tin—Continued.																	
Evergreen		Diced	No. 2½	$0.31	$0.31	$0.31	$0.31	$0.31	$0.31	$0.33	.31	$0.33	$0.33	$0.37	$0.37	$0.41	$0.35
Evergreen	Standard	Bartlett halves	1 lb. 14 oz	.32	.32	.32	.32	.33	.33	.35	.32	.35	.35	.39	.39	.43	.36
Everson	Fancy		1 lb. 14 oz	.34	.35	.35	.35	.35	.35	.37	.34	.37	.37	.40	.41	.44	.38
Fernbrook	Standard		1 lb. 14 oz	.35	.35	.35	.35	.36	.36	.37	.37	.37	.38	.40	.41	.44	.39
Fir Tree	Standard	Syrup	1 lb. 13 oz	.34	.35	.35	.35	.35	.35	.37	.36	.37	.37	.41	.42	.46	.38
Freckles	Standard	Bartlett halves	1 lb. 4 oz	.25	.26	.26	.26	.26	.26	.28	.26	.28	.28	.30	.30	.33	.29
Green Tag	Standard	Bartlett halves	1 lb. 14 oz	.34	.34	.34	.34	.34	.34	.36	.34	.36	.36	.40	.40	.44	.38
Happy Home	Fancy		1 lb. 4 oz	.31	.32	.32	.32	.32	.32	.33	.31	.33	.34	.36	.36	.40	.35
Happy Home	Fancy		1 lb. 14 oz	.43	.42	.42	.43	.43	.43	.44	.44	.44	.45	.47	.48	.52	.47
I. G. A.			1 lb. 14 oz	.36	.37	.37	.37	.37	.37	.39	.36	.39	.39	.43	.43	.47	.40
Nutradiet	Fancy		8 oz	.16	.16	.16	.16	.16	.16	.17	.15	.16	.17	.18	.18	.19	.17
Nutradiet	Fancy		1 lb. 3 oz	.34	.34	.34	.34	.35	.35	.36	.34	.36	.36	.39	.39	.41	.37
Old Homestead	Fancy		1 lb. 14 oz	.39	.39	.39	.39	.39	.40	.41	.39	.41	.41	.45	.45	.49	.43
Palmdale	Choice		1 lb. 13 oz	.38	.38	.38	.38	.38	.38	.40	.37	.40	.40	.44	.44	.48	.42
Ranier	Fancy		1 lb. 14 oz	.34	.35	.35	.35	.35	.35	.37	.34	.37	.37	.40	.41	.52	.38
Red and White	Choice		1 lb. 14 oz	.38	.38	.38	.38	.38	.39	.40	.38	.40	.41	.45	.45	.49	.42
Reliance		Banquet	1 lb. 14 oz	.40	.40	.40	.41	.41	.41	.42	.42	.42	.43	.45	.46	.49	.44
S & W	Fancy	Bartlett	1 lb. 14 oz	.44	.44	.44	.44	.44	.45	.45	.45	.45	.46	.48	.49	.53	.48
S & W	Fancy	Salad—Bartlett	1 lb. 14 oz	.46	.46	.46	.46	.46	.47	.48	.45	.48	.49	.52	.52	.56	.49
S & W	Fancy	Spiced	1 lb. 14 oz	.46	.46	.46	.46	.47	.47	.48	.45	.49	.49	.52	.52	.56	.50
Sac-A-Rin			1 lb	.23	.23	.23	.23	.24	.24	.25	.23	.25	.25	.27	.27	.29	.25
Seaport			No. 2½	.34	.35	.35	.35	.35	.35	.37	.34	.37	.37	.41	.41	.45	.38
Silver Bar		Bartlett halves	1 lb. 14 oz	.34	.35	.35	.35	.35	.35	.37	.34	.37	.37	.41	.41	.45	.38
Silver-Shield	Choice		1 lb. 13 oz	.39	.40	.39	.40	.40	.40	.41	.39	.41	.42	.45	.45	.48	.43
Welworth			1 lb	.23	.24	.24	.24	.24	.24	.25	.24	.25	.25	.27	.27	.29	.26
Wesco	Choice		1 lb. 12 oz	.38	.38	.38	.38	.38	.39	.40	.38	.40	.41	.45	.45	.49	.42
Westpac		Salad	No. 2	.24	.24	.24	.24	.24	.24	.25	.24	.25	.25	.28	.28	.31	.26
Westpac		Salad	No. 2½	.34	.34	.34	.35	.35	.35	.37	.34	.37	.37	.40	.41	.45	.38
West peak		Choice syrup, salad pieces	1 lb. 13 oz	.34	.35	.35	.35	.35	35	.37	.36	.37	.38	.41	.42	.45	.38
Pears—Glass:																	
Del Monte		Halves	1 lb	.28	.29	.29	.29	.29	.29	.29	.29	.31	.31	.34	.35	.37	.35
Del Monte		Halves	1 lb. 14 oz	.42	.42	.42	.43	.43	.43	.45	.42	.45	.45	.50	.50	.54	.47
Del Monte		Sliced	1 lb. 14 oz	.40	.40	.40	.40	.40	.41	.42	.40	.42	.43	.47	.48	.52	.44
Dewkist			No. 2½	.42	.43	.43	.43	.43	.44	.46	.43	.46	.46	.50	.52	.55	.48
Signet	Fancy	Quartered	1 lb. 13 oz	.45	.45	.45	.46	.46	.46	.48	.45	.48	.48	.53	.55	.57	.49
Signet	Fancy	Cinnamon	1 lb. 14 oz	.44	.45	.45	.46	.46	.46	.48	.45	.48	.48	.53	.55	.58	.49
Signet	Fancy	Peppermint	1 lb. 14 oz	.44	.45	.45	.46	.46	.46	.48	.45	.48	.48	.53	.55	.58	.49
Pineapple—Tin:																	
Blue and White	Fancy		1 lb. 4 oz	.26	.25	.27	.27	.27	.27	.28	.28	.28	.29	.31	.32	.84	.30
Blue and White	Fancy		1 lb. 13 oz	.33	.31	.33	.33	.34	.34	.35	.35	.35	.36	.39	.40	.43	.38
Cottage	Fancy	Broken	1 lb. 13 oz	.33	.31	.33	.33	.34	.34	.35	.35	.35	.36	.39	.40	.43	.38
Del Monte			8 oz	.15	.14	.15	.15	.15	.15	.16	.16	.16	.16	.17	.17	.18	.17
Del Monte			9 oz	.18	.17	.18	.18	.18	.18	.19	.19	.19	.19	.20	.20	.21	.21
Del Monte		Crushed	1 lb	.16	.15	.16	.16	.16	.16	.17	.17	.17	.17	.18	.18	.19	.19
Del Monte		Chunklets	1 lb	.21	.20	.21	.21	.21	.21	.22	.22	.22	.23	.24	.25	.26	.24
Del Monte			1 lb. 4 oz	.30	.28	.30	.30	.30	.31	.32	.32	.32	.32	.35	.36	.37	.34
Del Monte		Crushed	1 lb. 14 oz	.40	.37	.40	.40	.40	.40	.42	.42	.42	.42	.46	.48	.50	.45
Del Monte		Sliced	1 lb. 14 oz	.35	.33	.35	.35	.36	.36	.38	.38	.38	.38	.41	.43	.45	.40
Dole	Fancy	Crushed	12 oz	.18	.17	.18	.19	.19	.19	.19	.19	.19	.20	.21	.22	.23	.21
Dole		Crushed	14 oz	.20	.19	.20	.21	.21	.21	.22	.22	.22	.22	.23	.24	.25	.23
Dole	Fancy	Sliced	1 lb. 4 oz	.29	.27	.29	.30	.30	.30	.31	.31	.31	.31	.34	.35	.37	.33
Dole	Fancy	Sliced	1 lb. 13 oz	.35	.33	.35	.35	.36	.36	.38	.38	.38	.38	.42	.43	.46	.40
Dole	Fancy	Gem	1 lb. 14 oz	.40	.37	.40	.40	.40	.40	.42	.42	.42	.42	.46	.48	.50	.45
Fargo		Sliced	1 lb. 4 oz	.30	.28	.30	.30	.30	.31	.32	.32	.32	.32	.35	.36	.37	.34
Happy Home	Fancy	Sliced	1 lb. 4 oz	.29	.27	.29	.29	.29	.29	.31	.31	.31	.31	.34	.35	.37	.34
I. G. A.	Fancy	Sliced	1 lb. 4 oz	.30	.28	.30	.30	.30	.31	.32	.32	.32	.32	.35	.36	.37	.34
Mission	Standard	Sliced	1 lb. 14 oz	.37	.35	.37	.37	.38	.38	.40	.40	40	40	43	.45	.47	.42
Old Homestead	Fancy	Crushed	1 lb. 4 oz	.26	.25	.27	.27	.27	.27	.28	.28	.28	.28	.31	.32	.34	.30
Old Homestead	Fancy	Sliced	1 lb. 4 oz	.27	.25	.27	.28	.28	.28	.29	.29	.29	.29	.32	.33	.35	.31
Old Homestead	Fancy	Half slices	1 lb. 13 oz	.35	.33	.35	.35	.35	.36	.37	.37	.37	.38	.41	.42	.45	.40
Pono			12 oz	.18	.17	.18	.18	.18	.18	.19	.19	.19	.19	.20	.21	.22	.20
Red & White	Fancy	Half slices	1 lb. 4 oz	.27	.26	.27	.28	.28	.28	.29	.29	.29	.29	.32	.34	.35	.32
Red & White	Fancy	Sliced	1 lb. 4 oz	.27	.26	.27	.28	.28	.28	.29	.29	.29	.29	.32	.34	.35	.32
Red & White	Fancy	Crushed	1 lb. 4 oz	.26	.25	.26	.27	.27	.27	.28	.28	.28	.29	.32	.33	.34	.31
Red & White	Fancy	Half slices	1 lb. 13 oz	.35	.33	.35	.35	.36	.36	.37	.37	.38	.38	.41	.43	.45	.40
S & W	Fancy	Sliced	1 lb. 4 oz	.33	.31	.33	.33	.34	.34	.35	.35	.35	.35	.38	.39	.40	.37
S & W	Fancy	Eight sliced	1 lb. 14 oz	.40	.38	.40	.41	.41	.41	.42	.42	.43	.43	.47	.48	.51	.45
S & W	Fancy	Crushed	1 lb. 14 oz	.40	.38	.40	.40	.41	.41	.42	.42	.43	.43	.47	.48	.50	.45
Vita fruit	Fancy		1 lb. 4 oz	.27	.25	.27	.27	.27	.27	.28	.28	.28	.29	.32	.33	.34	.32
Vita fruit		Broken slice	1 lb. 13 oz	.33	.31	.33	.33	.34	.34	.35	.35	.36	.36	.39	.41	.43	.38
Vitagold		Crushed	1 lb. 4 oz	.27	.25	.27	.27	.27	.27	.29	.29	.29	.29	.32	.33	.35	.31
Vitapine			9 oz	.15	.14	.15	.15	.15	.15	.16	.16	.16	.16	.17	.18	.19	.17
Vitapine	Fancy	Chopped	1 lb. 4 oz	.28	.26	.28	.28	.29	.29	.30	.30	.30	30	.33	.35	.36	.33
Waikiki		Broken slices	1 lb. 13 oz	.33	.31	.33	.34	.34	.34	.36	.36	.36	.36	.39	.41	.44	.39
Plums—Tin:																	
Hartes		Green Gage	1 lb	.20	.19	.19	.21	.21	.21	.22	.22	.22	.22	.24	.25	.26	.23
Oregon		Heavy syrup, Purple	1 lb. 14 oz	.30	.30	.30	.31	.30	.30	.33	.33	.33	.33	.37	.38	.41	.36
Palmdale	Choice	Red Tart Oregon Italian	1 lb. 14 oz	.24	.23	.23	.24	.25	.25	.26	.26	.26	.26	.30	.32	.34	.29
S & W	Fancy	Red Tart Pitted	1 lb. 14 oz	.32	.30	.30	.33	.33	.33	.35	.35	.35	.35	.39	.40	.43	.37
Silver Shield	Choice	Green Gage	1 lb. 14 oz	.34	.35	.35	.35	.35	.35	.37	.37	.37	.37	.41	.42	.45	.40
Plums—Glass:																	
Del Monte		De Lux	1 lb. 14 oz	.26	.26	.26	.27	.26	.26	.29	.29	.29	.29	.34	.35	.39	.32
Reliance		Green Gage	1 lb. 14 oz	.34	.33	.33	.34	.33	.33	.36	.36	.36	.36	.42	.44	.46	.39
Prunes—Tin:																	
For You	Fancy		1 lb. 14 oz	.21	.21	.21	.22	.21	.22	.24	.24	.24	.24	.28	.29	.32	.26
Freshie	Choice		1 lb. 14 oz	.22	.22	.22	.23	.23	.23	.25	.25	.25	.25	.29	.30	.33	.27
Garden Grown	Standard	Fresh Canned	1 lb. 14 oz	.20	.20	.20	.20	.20	.20	.22	.22	.22	.22	.26	.28	.30	.25
I. G. A.			1 lb. 14 oz	.22	.21	.21	.22	.22	.22	.24	.24	.24	.24	.28	.29	.32	.27
Reliance		Fresh Italian	1 lb. 14 oz	.24	.24	.24	.24	.24	.24	.26	.26	.26	.26	.30	.32	.35	.29
Three Plus	Fancy choice		1 lb. 14 oz	.22	.22	.22	.22	.22	.22	.24	.24	.24	.24	.28	.30	.32	.27
Top Flight	Fancy		1 lb. 14 oz	.26	.25	.25	.26	.26	.26	.28	.28	.28	.29	.32	.34	.36	.31
Val Vita		Italian	1 lb. 14 oz	.26	.26	.26	.27	.27	.27	.29	.29	.29	.29	.33	.34	.38	.32
Walla Walla	Fancy		1 lb. 14 oz	.24	.23	.23	.24	.24	.24	.26	.26	.26	.26	.30	.31	.34	.29
West Peak	Choice	Fresh Italian	1 lb. 14 oz	.24	.23	.23	.24	.24	.24	.26	.26	.26	.27	.30	.32	.34	.29
Yes Madame	Fancy		1 lb. 14 oz	.23	.23	.23	.24	.23	.24	.26	.26	.26	.26	.30	.31	.34	.28
Prunes—Glass:																	
Del Monte		Ready-to-Serve	1 lb. 14 oz	.34	.33	.33	.35	.34	.34	.37	.37	.38	.37	.42	.44	.47	.40
Dew Kist			1 lb. 14 oz	.24	.24	.25	.25	.24	.25	.27	.27	.27	.28	.32	.34	.37	.30
Red Tag	Fancy	Prepared	1 lb. 14 oz	.35	.34	.34	.35	.35	.35	.38	.38	.38	.39	.43	.46	.47	.42
Signet		Santa Clara Heavy Syrup	1 lb. 13 oz	.36	.35	.35	.36	.35	.35	.38	.38	.38	.38	.44	.46	.48	.41
Wesco		Italian Heavy Syrup	1 lb. 9 oz	.26	.25	.25	.26	.26	.26	.28	.28	.28	.29	.34	.37	.38	.31

[Paragraph (1), Table XII added by Am. 11, 8 F.R. 16514, effective 12-6-43; amended by Am. 19, 9 F.R. 1715, effective 2-18-44; and Am. 27, 9 F.R. 8075, effective 7-22-44; headnote amended by Am. 21, 9 F.R. 2409, effective 3-6-44]

(m) Table XIII: *Maximum prices for firewood in Anchorage and vicinity*—(1) *Definitions.* When used in this table, the term:

(i) "Anchorage and vicinity" includes the city of Anchorage and the territory adjacent thereto within a radius of three miles.

(ii) "Carlot" means eighteen cords of four foot lengths.

(iii) "Cord" means one hundred twenty eight cubic feet.

(iv) "Firewood" means dry wood and such other wood cut from logs, as is suitable for fuel. It includes cordwood, but does not include slab-wood and mill ends.

(v) "Rick", if made up of sixteen inch lengths or less, means one-third of a cord. "Rick", if made up of more than sixteen lengths and not more than two foot lengths, means one-half of a cord.

(2) *Maximum prices.* The maximum prices for firewood sold by any person to a consumer in Anchorage and vicinity, delivered to the buyer's receiving point, shall be:

	Per cord	Per rick
16" or less	$23.00	$8.25
More than 16" but not more than 2'	22.00	12.00
More than 2' but not more than 4'	19.00	10.00

(3) *Rail delivery.* The maximum price for firewood in lengths of more than two feet but not more than four feet, delivered to and piled on railroad cars at points along the Alaskan Railroad for shipment to Anchorage, shall be $13.75 per cord, less the carlot freight rate from the point of shipment to Anchorage.

(4) *Prohibited practices.* It shall be a prohibited practice within the meaning of § 1418.357 (a) of this regulation for a seller to offer firewood for sale only in rick quantities to a buyer desiring to purchase in cord quantities for the purpose of obtaining the higher price applicable to rick sales.

[Paragraph (m), Table XIII added by Am. 12, 8 F.R. 16626, effective 12-14-43]

(n) Table XIV: *Maximum prices for fuel wood in Fairbanks and vicinity*—(1) *Definitions.* When used in this table, the term:

(i) "Fairbanks and vicinity" includes the city of Fairbanks and the territory adjacent thereto within a radius of forty miles.

(ii) "Green wood" means all wood intended for fuel which has not been rossed or ringed, which was live timber at the time of cutting, and which has been cut within six months of the date of sale.

(iii) Ringed wood" means all wood intended for fuel from the circumference of which in standing state a strip of the bark not less than three inches wide has been removed not less than six months prior to felling.

(iv) "Rossed wood" means all wood intended for fuel the bark of which has been chipped or stripped and substantially removed.

(2) *Maximum prices for fuel wood.* The maximum prices for fuel wood in Fairbanks and vicinity shall be:

	Length	Price per cord felled and piled in woods or at accessible roads	Price per cord sold and delivered to ultimate consum
Dry, rossed or ringed, other than birch	16 inches to 16 feet	$10.00	$17.00
Dry, rossed or ringed, not less than 80% birch	16 inches to 16 feet	10.00	18.00
Green wood	Any length	6.00	13.00

(3) *Maximum prices for sawing or buzzing.* The maximum price for sawing or buzzing any type of fuel wood into lengths of sixteen, twenty-four or forty-eight inches at the option of the owner, either in dealer or consumer lots, shall be $3.00 per cord.

(4) *Prohibited practices.* It shall be a prohibited practice within the meaning of § 1418.357 (a) of this regulation for a seller of fuel wood to make any charges for shrinkage, storage, extra haulage, special selection or credit, the effect of which is to evade the provisions of this paragraph.

[Paragraph (n), Table XIV added by Am. 13 8 F.R. 16627, effective 12-14-43]

(o) *Table XV: Maximum retail prices for canned vegetables.*

Brand	Description	Container size or net weight	Ketchikan	Wrangell	Petersburg	Juneau Douglas	Skagway Haines	Sitka	Cordova	Valdez	Seward	Kodiak	Anchorage	Palmer	Fairbanks	Nome
Asparagus—Tin:																
Buon Gusto	Cut, all green	1 lb. 3 oz.	$0.21	$0.21	$0.21	$0.21	$0.21	$0.21	$0.22	$0.20	$0.22	$0.23	$0.25	$0.25	$0.28	$0.22
Del Monte	Salad parts	Picnic	.37	.37	.37	.38	.38	.38	.39	.35	.39	.40	.42	.43	.46	.37
Del Monte	Colossal, green tips	1 lb. (sq.)	.52	.52	.52	.52	.53	.53	.54	.48	.54	.54	.57	.56	.60	.50
Del Monte	Early green	1 lb. (sq.)	.49	.49	.49	.49	.50	.50	.51	.45	.51	.51	.53	.51	.56	.47
Del Monte	Early green	1 lb. 3 oz.	.38	.38	.38	.39	.39	.39	.40	.36	.40	.40	.42	.41	.45	.38
Del Monte	Mary Washington	1 lb. 3 oz.	.46	.46	.46	.47	.47	.47	.48	.43	.48	.49	.51	.50	.54	.45
Del Monte	Early grown, all green	1 lb. 3 oz.	.43	.43	.43	.43	.43	.43	.45	.40	.45	.45	.47	.47	.50	.42
Del Monte	Colossal	No. 2	.43	.43	.43	.43	.43	.43	.45	.40	.45	.45	.47	.47	.50	.42
Garden grown	Bottom cut	14½ oz.	.17	.17	.17	.17	.17	.17	.18	.16	.18	.19	.21	.21	.23	.18
Garden grown	Standard, bottom cut	1 lb. 3 oz.	.18	.18	.18	.18	.18	.18	.19	.19	.19	.19	.21	.21	.23	.21
Happy Home	Small, all green	10 oz.	.28	.28	.28	.28	.28	.28	.29	.26	.29	.29	.30	.30	.32	.27
Happy Home	Small, green tips	1 lb. (sq.)	.42	.42	.42	.42	.42	.42	.43	.39	.43	.43	.46	.45	.49	.40
Happy Home	Medium, white tips	1 lb. (sq.)	.47	.48	.48	.48	.48	.48	.49	.48	.49	.49	.52	.51	.55	.50
Happy Home	Large, green tips	1 lb. (sq.)	.44	.44	.44	.44	.44	.44	.45	.40	.45	.45	.47	.46	.50	.42
Happy Home	Mammoth, green tips	1 lb. (sq.)	.43	.43	.43	.43	.44	.44	.45	.40	.45	.45	.50	.49	.53	.41
Happy Home	Mammoth, white tips	1 lb. (sq.)	.46	.46	.46	.46	.46	.46	.48	.43	.48	.48	.50	.49	.53	.41
Happy Home	Small, all green	1 lb. 3 oz.	.39	.39	.39	.40	.40	.40	.41	.37	.41	.41	.44	.43	.47	.39
Happy Home	Medium, all green	1 lb. 3 oz.	.48	.48	.48	.48	.48	.48	.49	.49	.49	.50	.51	.51	.54	.51
Happy Home	Large, all green	1 lb. 3 oz.	.49	.49	.49	.50	.50	.50	.50	.50	.50	.51	.53	.53	.56	.53
Happy Home	Mammoth, all green	1 lb. 3 oz.	.45	.45	.45	.45	.45	.46	.46	.47	.42	.46	.47	.50	.49	.53
Hillsdale	Standard, spears	10½ oz.	.30	.30	.30	.30	.30	.30	.31	.28	.31	.31	.33	.32	.34	.44
Hillsdale	Standard, center cut spears	1 lb. 3 oz.	.17	.17	.17	.17	.17	.17	.18	.16	.18	.19	.20	.20	.24	.29
I. G. A.		1 lb. 3 oz.	.42	.42	.42	.42	.43	.43	.44	.39	.44	.44	.47	.46	.50	.18
Inland Valley	Cut spears	1 lb. 3 oz.	.34	.34	.34	.34	.35	.35	.35	.35	.35	.36	.37	.39	.40	.41
Inland Valley	Cut spears & tips	1 lb. 3 oz.	.30	.30	.30	.30	.30	.30	.32	.28	.32	.32	.34	.34	.37	.37
Inland Valley	Choice cut spears	1 lb. 3 oz.	.39	.39	.39	.39	.39	.39	.40	.40	.40	.41	.43	.43	.46	.30
Libby	All green tips	1 lb. (sq.)	.53	.53	.53	.54	.54	.54	.55	.49	.55	.55	.58	.57	.60	.42
Libby	All green	1 lb. 3 oz.	.48	.48	.48	.48	.48	.49	.49	.49	.49	.50	.51	.51	.54	.51
Libby	Blended spears	1 lb. 3 oz.	.41	.41	.41	.41	.41	.41	.43	.38	.43	.43	.45	.44	.48	.51
Pierce	Large	1 lb. 3 oz.	.44	.44	.44	.44	.44	.45	.46	.46	.41	.46	.46	.49	.48	.40
Reliance	Small	Picnic	.28	.28	.28	.28	.28	.28	.29	.26	.29	.29	.31	.30	.32	.52
Rialto	White, green tips	1 lb. 3 oz.	.44	.44	.44	.44	.44	.45	.45	.45	.45	.46	.47	.48	.50	.47
Seaport	Center cut	1 lb. 3 oz.	.20	.20	.20	.20	.20	.20	.21	.21	.21	.22	.23	.23	.26	.23
Shurfine	Blended	1 lb. 3 oz.	.51	.51	.51	.51	.52	.52	.53	.48	.53	.53	.56	.54	.59	.50
Shurfine	Small, all green	1 lb. 3 oz.	.42	.42	.42	.43	.43	.43	.43	.43	.43	.44	.45	.45	.46	.45
Shurfine	Large, all green	1 lb. 3 oz.	.49	.49	.49	.49	.49	.49	.51	.51	.51	.51	.53	.53	.56	.53
Topside	Ungraded	1 lb. 3 oz.	.39	.40	.40	.40	.40	.40	.41	.41	.41	.42	.44	.45	.47	.43
Walla Walla	Small	10½ oz.	.25	.25	.25	.25	.25	.25	.26	.23	.26	.26	.27	.26	.30	.32
Walla Walla	Medium	10½ oz.	.26	.26	.26	.26	.26	.26	.27	.24	.27	.27	.29	.28	.30	.25
Walla Walla	Medium	14¼ oz.	.33	.33	.33	.33	.33	.33	.35	.31	.33	.35	.37	.37	.40	.33
Walla Walla	Large	14½ oz.	.34	.34	.34	.34	.35	.35	.36	.32	.36	.36	.38	.38	.40	.34
Walla Walla	Small, all green fancy	1 lb. 3 oz.	.40	.40	.40	.41	.41	.41	.41	.41	.41	.42	.43	.44	.46	.43
Walla Walla	Medium	1 lb. 3 oz.	.41	.41	.41	.41	.42	.42	.42	.42	.42	.43	.44	.45	.47	.44
Walla Walla	Large	1 lb. 3 oz.	.42	.43	.43	.43	.43	.43	.43	.43	.43	.43	.44	.45	.46	.46
Whopper	Large	14½ oz.	.34	.34	.34	.34	.34	.35	.36	.32	.36	.36	.39	.38	.42	.46
Whopper	Colossal	1 lb. 3 oz.	.44	.44	.44	.44	.44	.44	.45	.45	.45	.46	.46	.47	.50	.31
Asparagus—Glass:																.47
Amocat	Medium, all green	1 lb. 3 oz.	.46	.47	.47	.47	.47	.47	.49	.44	.49	.49	.52	.54	.58	.46
Honor	Small	1 lb. 3 oz.	.41	.41	.41	.41	.42	.42	.43	.39	.43	.43	.48	.49	.52	.41
New West	Blended, all green	1 lb. 3 oz.	.44	.44	.44	.44	.45	.45	.47	.42	.47	.47	.53	.53	.56	.44
New West	Mammoth, all green	1 lb. 3 oz.	.48	.49	.49	.49	.49	.49	.51	.45	.51	.51	.56	.56	.60	.48
Red Spark	Standard	1 lb. 3 oz.	.23	.23	.23	.23	.23	.24	.24	.25	.23	.25	.26	.31	.32	.34	.25
Red & White	Large	1 lb. 3 oz.	.47	.47	.47	.47	.47	.48	.49	.44	.49	.50	.55	.55	.59	.47

(o) *Table XV: Maximum retail prices for canned vegetables*—Continued.

Brand	Description	Container size or net weight	Ketchikan	Wrangell	Petersburg	Juneau Douglas	Skagway Haines	Sitka	Cordova	Valdez	Seward	Kodiak	Anchorage	Palmer	Fairbanks	Nome
Baked Beans—Tin:																
Dennison	With pork	1 lb. 8 oz.	$0.14	$0.14	$0.14	$0.15	$0.15	$0.15	$0.16	$0.16	$0.16	$0.16	$0.17	$0.18	$0.19	$0.17
Heinz	Vegetarian	18 oz.	.18	.19	.19	.19	.19	.19	.20	.20	.20	.20	.22	.23	.25	.21
I. G. A.	With pork	20 oz.	.14	.14	.14	.14	.14	.14	.15	.15	.15	.16	.18	.19	.21	.17
I. G. A.	With pork	1 lb. 14 oz.	.17	.17	.17	.17	.18	.18	.19	.19	.19	.19	.23	.24	.27	.22
Baked Beans—Glass:																
B & M	With pork	18 oz.	.26	.26	.26	.26	.27	.27	.27	.27	.27	.28	.29	.29	.32	.30
B & M	With pork	28 oz.	.32	.33	.33	.33	.33	.34	.36	.36	.36	.36	.38	.40	.41	.39
Dennison	With pork	15½ oz.	.17	.17	.17	.17	.17	.18	.19	.19	.19	.19	.20	.21	.23	.20
Heinz	Vegetarian	17½ oz.	.22	.22	.22	.22	.22	.22	.24	.24	.24	.24	.26	.26	.29	.26
Van Camp	With pork	No. 2½	.30	.31	.31	.31	.31	.31	.34	.34	.34	.34	.38	.41	.42	.37
Wax and Green Beans—Tin:																
Atlantic	Choice cut	1 lb. 3 oz.	.19	.19	.19	.19	.20	.20	.21	.21	.21	.21	.24	.25	.27	.23
Big Six	String	1 lb. 3 oz.	.19	.19	.19	.19	.19	.20	.21	.21	.21	.21	.24	.25	.26	.22
Brimful	Short cut standard	1 lb. 3 oz.	.22	.22	.22	.22	.22	.22	.23	.23	.23	.24	.26	.27	.28	.25
Buon Gusto	Cut	1 lb. 3 oz.	.21	.21	.21	.21	.21	.22	.23	.23	.23	.23	.25	.26	.29	.24
Carnation Valley	Fancy cut wax	1 lb. 3 oz.	.20	.20	.20	.20	.20	.20	.21	.21	.21	.21	.23	.23	.26	.23
Clipper	Ex. standard-cut-flat pod	1 lb. 3 oz.	.20	.20	.20	.20	.20	.20	.22	.22	.22	.22	.24	.25	.27	.23
Cottage (Blue Lake)	Cut	1 lb. 3 oz.	.23	.23	.23	.24	.24	.24	.25	.25	.25	.25	.28	.29	.30	.27
Del Monte	Whole	10 oz.	.15	.15	.15	.15	.15	.15	.15	.15	.15	.15	.16	.17	.17	.18
Del Monte	Whole	15½ oz.	.21	.21	.21	.21	.21	.21	.22	.22	.22	.22	.23	.24	.25	.26
Del Monte	Whole	No. 2	.22	.22	.22	.22	.23	.23	.24	.24	.24	.24	.26	.27	.29	.25
Dewkist	Cut	1 lb. 3 oz.	.21	.21	.21	.22	.22	.22	.23	.23	.23	.23	.25	.27	.28	.24
Emporium (Blue Lake)	Cut	No. 2	.23	.23	.23	.23	.23	.24	.25	.25	.25	.25	.27	.28	.30	.27
Everson	Cut, string	1 lb. 4 oz.	.19	.20	.20	.20	.20	.20	.21	.21	.21	.21	.24	.25	.27	.23
Family	Cut standard	1 lb. 3 oz.	.17	.18	.18	.18	.18	.18	.19	.19	.19	.19	.22	.23	.24	.21
Fernbrook	Standard cut green	1 lb. 3 oz.	.19	.19	.19	.19	.20	.20	.20	.20	.20	.21	.22	.23	.25	.22
Garden Patch	Standard	1 lb. 3 oz.	.17	.18	.18	.18	.18	.18	.19	.19	.19	.19	.22	.23	.24	.21
Golden Harvest	String, red pod	1 lb. 3 oz.	.21	.21	.21	.21	.22	.22	.23	.23	.23	.23	.26	.27	.28	.24
Good Day	Standard cut	1 lb. 3 oz.	.21	.22	.22	.22	.22	.22	.23	.23	.23	.23	.25	.27	.28	.25
Green Spot	Standard	15½ oz.	.17	.17	.17	.17	.17	.17	.18	.18	.18	.19	.21	.21	.24	.20
Happy Home	1 sieve, whole	1 lb. 3 oz.	.27	.27	.27	.27	.27	.28	.29	.29	.29	.29	.32	.33	.34	.31
Happy Home	Cut	1 lb. 3 oz.	.20	.21	.21	.21	.21	.21	.22	.22	.22	.22	.25	.26	.28	.24
Happy Vale	Standard cut	1 lb. 3 oz.	.16	.16	.16	.16	.16	.16	.17	.17	.17	.17	.20	.21	.22	.19
I. G. A.	Whole	1 lb. 4 oz.	.25	.25	.25	.25	.25	.25	.26	.26	.26	.26	.27	.29	.30	.32
I. G. A.	Fancy cut	1 lb. 3 oz.	.21	.21	.21	.21	.21	.21	.21	.22	.22	.22	.24	.25	.27	.24
Indian River	Ex. standard, string	1 lb. 3 oz.	.20	.20	.20	.20	.20	.20	.21	.21	.21	.22	.24	.25	.27	.23
Killian	French style	No. 2	.24	.25	.25	.25	.25	.25	.26	.26	.26	.27	.27	.29	.30	.28
Libby	2 sieve, whole	1 lb. 3 oz.	.23	.23	.23	.23	.23	.24	.25	.25	.25	.25	.27	.28	.30	.27
Libby	3 sieve cut	1 lb. 3 oz.	.21	.21	.21	.21	.21	.21	.22	.22	.22	.23	.25	.26	.28	.24
Libby	3 sieve whole	1 lb. 3 oz.	.22	.22	.22	.22	.23	.23	.24	.24	.24	.24	.26	.27	.29	.26
Libby	Asparagus style	No. 2	.25	.25	.25	.25	.26	.26	.27	.27	.27	.27	.29	.30	.33	.29
Mountain	Standard	1 lb. 3 oz.	.19	.19	.19	.19	.20	.20	.21	.21	.21	.21	.23	.24	.26	.23
Mountain Fresh		1 lb. 3 oz.	.20	.20	.20	.21	.21	.21	.22	.22	.22	.22	.25	.26	.28	.24
Nooksack	Standard cut string	1 lb. 4 oz.	.16	.16	.16	.16	.16	.16	.17	.17	.17	.18	.20	.21	.23	.19
Norwest	Standard 5 sieve cut	1 lb. 3 oz.	.20	.20	.20	.20	.20	.20	.22	.22	.22	.22	.24	.25	.27	.23
Old Homestead	Fancy cut	1 lb. 3 oz.	.23	.23	.23	.23	.23	.24	.24	.24	.24	.25	.26	.26	.29	.26
Osage	Ex. standard cut	1 lb. 3 oz.	.21	.21	.21	.21	.21	.21	.22	.22	.22	.23	.25	.25	.28	.24
Palmdale	Choice, julienne	15½ oz.	.22	.23	.23	.23	.23	.24	.24	.24	.24	.24	.26	.27	.28	.26
Palmdale	Choice, cut wax	1 lb. 3 oz.	.24	.24	.24	.24	.24	.24	.25	.25	.25	.25	.28	.29	.30	.27
Pellaco	Standard 4 sieve	1 lb. 3 oz.	.21	.21	.21	.21	.21	.21	.23	.23	.23	.23	.25	.27	.28	.24
Puget Maid	6 sieve	No. 2	.17	.17	.17	.17	.18	.18	.19	.19	.19	.19	.21	.22	.24	.21
Puyallup	Fancy cut	1 lb. 3 oz.	.19	.19	.19	.19	.19	.19	.20	.20	.20	.20	.23	.24	.25	.22
Rainier	2-3-4 sieve short cut	No. 2	.19	.20	.20	.20	.20	.20	.21	.21	.21	.21	.24	.25	.26	.23
Rainier	Seconds cut 6 sieve	1 lb. 3 oz.	.18	.18	.18	.18	.18	.18	.19	.19	.19	.19	.22	.23	.24	.21
Rayeroft	Standard wax cut	1 lb. 3 oz.	.19	.19	.19	.19	.20	.20	.20	.20	.20	.21	.23	.24	.26	.22
Red and White	Cut	1 lb. 3 oz.	.21	.21	.21	.22	.22	.23	.23	.23	.23	.23	.25	.26	.28	.25
Red and White	Whole	1 lb. 3 oz.	.23	.23	.23	.24	.24	.24	.25	.25	.25	.25	.28	.29	.30	.27
Reliance	Wax	1 lb. 3 oz.	.22	.22	.22	.22	.22	.23	.23	.23	.23	.24	.26	.27	.29	.25
Ruskel	String	1 lb. 3 oz.	.20	.21	.21	.21	.21	.22	.22	.22	.22	.22	.25	.26	.27	.24
S & W	Cut	1 lb. 3 oz.	.27	.27	.27	.27	.28	.28	.29	.29	.29	.29	.31	.33	.34	.31
S & W	Small, whole	1 lb. 3 oz.	.31	.31	.31	.31	.31	.33	.33	.33	.33	.33	.35	.36	.38	.34
Seaport	Cut, Blue Lake	No. 2	.20	.21	.21	.21	.21	.21	.22	.22	.22	.22	.25	.26	.27	.24
Shaver	Standard	1 lb. 3 oz.	.23	.24	.24	.24	.24	.24	.25	.25	.25	.25	.28	.29	.30	.27
Shurfine	Cut	1 lb. 3 oz.	.22	.22	.22	.22	.22	.22	.23	.23	.23	.24	.25	.26	.28	.25
Shurfine	French cut	1 lb. 3 oz.	.24	.24	.24	.24	.25	.25	.25	.25	.25	.26	.27	.27	.30	.27
Silver Falls	Standard cut	1 lb. 3 oz.	.20	.21	.21	.21	.22	.22	.22	.22	.22	.24	.25	.27	.28	.24
Sunburst	Standard cut	1 lb. 3 oz.	.17	.18	.18	.18	.18	.18	.19	.19	.19	.19	.22	.23	.25	.21
Table	Cut	1 lb. 3 oz.	.22	.22	.22	.22	.22	.22	.24	.24	.24	.24	.26	.26	.29	.25
Tastewell	Cut	1 lb. 3 oz.	.19	.19	.19	.19	.19	.19	.20	.20	.20	.20	.22	.23	.25	.22
Tilton	Short cut	1 lb. 3 oz.	.16	.16	.16	.16	.16	.16	.17	.17	.17	.18	.20	.21	.23	.19
Valley	Cut standard	1 lb. 3 oz.	.18	.19	.19	.19	.19	.19	.19	.19	.19	.20	.22	.23	.25	.22
What-Com	Cut	1 lb. 3 oz.	.16	.16	.16	.16	.17	.17	.18	.18	.18	.18	.20	.22	.23	.19
West Farms	Standard cut	1 lb. 3 oz.	.22	.22	.22	.22	.22	.23	.23	.23	.24	.26	.27	.29	.25	
White Tag	Standard 6 sieve	1 lb. 3 oz.	.19	.19	.19	.20	.20	.20	.21	.21	.21	.21	.23	.24	.26	.23
Green Beans—Glass:																
Blue and White	Cut	1 lb.	.24	.24	.24	.24	.24	.24	.26	.26	.26	.26	.28	.30	.30	.28
Del Monte		1 lb.	.23	.24	.24	.24	.24	.24	.25	.25	.25	.26	.28	.29	.30	.28
Osage	Ex. standard cut stringless	1 lb. 3 oz.	.20	.21	.21	.21	.21	.22	.22	.22	.22	.25	.27	.27	.27	.24
Osage	Green cut, ex. standard	1 lb. 3 oz.	.22	.23	.23	.23	.23	.23	.25	.25	.25	.25	.30	.32	.33	.27
Red and White	Cut	1 lb. 3 oz.	.24	.24	.24	.24	.25	.26	.26	.26	.26	.31	.33	.35	.29	
Lima Beans—Tin:																
Del Monte	Green	Picnic	.17	.17	.17	.17	.17	.17	.18	.18	.18	.18	.19	.20	.21	.19
Del Monte	Early garden	1 lb.	.23	.23	.23	.23	.23	.24	.24	.24	.24	.25	.26	.28	.28	.25
Del Monte	Green, early garden	1 lb. 4 oz.	.24	.24	.24	.25	.25	.25	.25	.25	.25	.26	.28	.28	.31	.27
Del Monte	Green, 1 sieve	1 lb. 4 oz.	.27	.27	.27	.27	.27	.28	.28	.28	.28	.29	.31	.32	.34	.30
Garden Grown	Standard, green & white	1 lb.	.18	.18	.18	.18	.18	.18	.19	.19	.19	.20	.21	.22	.24	.21
Old Homestead	Green, medium	1 lb. 4 oz.	.20	.20	.20	.20	.20	.21	.22	.22	.22	.22	.24	.25	.27	.24
Red Dart		1 lb. 4 oz.	.19	.19	.19	.19	.19	.20	.20	.20	.20	.21	.23	.24	.26	.22
Red & White	Green, midget	1 lb. 4 oz.	.31	.31	.31	.31	.31	.31	.32	.33	.32	.33	.35	.36	.38	.34
Reliance	Tiny, fresh green	No. 2	.27	.27	.27	.27	.28	.28	.29	.29	.29	.29	.31	.33	.34	.31
Walla Walla	Green, 1-2-3 sieve	10½ oz.	.18	.18	.18	.18	.18	.18	.19	.19	.19	.19	.20	.20	.21	.20
Walla Walla	Green, small sieve	No. 303	.22	.22	.22	.22	.23	.23	.24	.24	.24	.24	.26	.27	.28	.26
Beets—Tin:																
Blue Tag	Whole	1 lb. 4 oz.	.26	.26	.26	.27	.26	.26	.27	.26	.27	.28	.30	.30	.33	.29
Dewkist		No. 2	.25	.25	.25	.25	.25	.25	.27	.26	.27	.27	.29	.29	.32	.29
Fernbrook	Standard, sliced	1 lb. 4 oz.	.15	.15	.15	.16	.16	.16	.17	.16	.17	.17	.20	.20	.22	.19
Good-day	Standard, diced	1 lb. 4 oz.	.15	.15	.15	.16	.16	.16	.16	.16	.16	.17	.18	.19	.21	.18
Green Tag	Sliced	1 lb. 4 oz.	.17	.17	.17	.17	.17	.18	.18	.18	.18	.18	.20	.20	.23	.20
Happy Home	Small whole	1 lb. 4 oz.	.28	.28	.28	.28	.28	.28	.30	.28	.30	.30	.32	.32	.35	.32
Happy Home	Fancy sliced	1 lb. 4 oz.	.21	.21	.21	.21	.21	.21	.22	.22	.22	.23	.24	.24	.27	.24
Lien	Whole pickled	1 lb. 4 oz.	.23	.23	.23	.23	.23	.23	.24	.23	.24	.25	.26	.27	.30	.26
Lien	Ungraded whole	1 lb. 4 oz.	.21	.21	.21	.21	.21	.21	.23	.21	.23	.23	.25	.25	.28	.24
Old Homestead	Diced	8 oz.	.08	.08	.08	.08	.08	.09	.08	.09	.08	.09	.09	.10	.10	.11
Old Homestead	Tiny whole	1 lb. 4 oz.	.29	.29	.29	.29	.29	.29	.30	.31	.30	.31	.33	.34	.36	.09
Old Homestead	Diced	1 lb. 4 oz.	.16	.16	.16	.16	.17	.17	.18	.17	.18	.18	.21	.21	.24	.32
																.20

(o) *Table XV: Maximum retail prices for canned vegetables*—Continued.

Brand	Description	Container size or net weight	Ketchikan	Wrangell	Petersburg	Juneau Douglas	Skagway Haines	Sitka	Cordova	Valdez	Seward	Kodiak	Anchorage	Palmer	Fairbanks	Nome
Beets—Tin—Con.																
Old Homestead	Shoestring	1 lb. 4 oz.	$0.15	$0.15	$0.15	$0.15	$0.16	$0.16	$0.17	$0.16	$0.17	$0.17	$0.20	$0.20	$0.23	$0.19
Old Homestead	Sliced	1 lb. 4 oz.	.20	.20	.20	.20	.20	.20	.22	.21	.22	.22	.24	.24	.27	.24
Old Homestead	Whole-ruby	1 lb. 4 oz.	.22	.22	.23	.22	.22	.22	.23	.23	.24	.24	.26	.26	.29	.26
Old Homestead	Whole-pickled 25 count	1 lb. 4 oz.	.22	.22	.22	.22	.28	.23	.24	.23	.24	.24	.27	.27	.30	.26
Paulas	Diced	1 lb. 4 oz.	.16	.16	.16	.17	.16	.16	.17	.17	.18	.18	.21	.21	.24	.19
Ray Mal	Sliced	1 lb. 4 oz.	.19	.19	.19	.19	.19	.20	.21	.20	.21	.21	.23	.24	.26	.23
Ray Mal	Diced	No. 2	.16	.16	.16	.17	.17	.17	.18	.17	.18	.18	.21	.21	.23	.20
Red & White	Shoestring	1 lb. 4 oz.	.16	.16	.16	.16	.16	.17	.18	.17	.18	.18	.20	.21	.23	.19
Red & White	Sliced	1 lb. 4 oz.	.20	.20	.20	.20	.20	.20	.22	.21	.22	.22	.24	.24	.27	.24
Red & White	Tiny whole	1 lb. 4 oz.	.27	.27	.27	.27	.27	.27	.28	.27	.28	.29	.31	.31	.34	.30
Red & White	Pickled	1 lb. 4 oz.	.22	.22	.22	.22	.28	.23	.24	.23	.24	.24	.27	.27	.30	.26
Red Tag	Sliced	No. 2	.17	.17	.17	.17	.18	.18	.19	.18	.19	.19	.22	.22	.24	.21
Reliance	Midget whole	No. 2	.30	.30	.30	.30	.31	.31	.32	.31	.32	.32	.34	.34	.37	.34
Reliance	Medium whole	No. 2	.22	.22	.22	.22	.22	.22	.24	.24	.24	.24	.27	.28	.30	.25
S & W	Diced	8¼ oz.	.08	.08	.08	.08	.08	.08	.09	.08	.09	.09	.10	.10	.11	.10
S & W	Small whole	1 lb. 4 oz.	.27	.27	.27	.28	.28	.28	.29	.28	.29	.29	.32	.32	.35	.31
Signet	Diced	1 lb.	.20	.20	.20	.20	.20	.20	.21	.21	.21	.22	.23	.23	.25	.23
Stanwood	Sliced	1 lb. 4 oz.	.15	.15	.15	.15	.16	.16	.17	.16	.17	.17	.20	.20	.23	.19
White tag	Sliced	1 lb. 4 oz.	.15	.15	.15	.15	.15	.15	.17	.16	.17	.17	.19	.19	.22	.18
White tag	Diced	1 lb. 4 oz.	.15	.15	.15	.15	.15	.15	.16	.16	.16	.17	.19	.20	.22	.18
Beets—Glass:																
Del Monte	Whole	1 lb.	.23	.23	.23	.23	.23	.23	.25	.24	.25	.25	.27	.27	.30	.27
Del Monte	Sliced	1 lb.	.21	.20	.20	.21	.21	.21	.23	.22	.23	.23	.25	.25	.27	.25
Del Monte	Diced	1 lb.	.18	.18	.18	.18	.18	.18	.20	.19	.20	.21	.22	.23	.24	.22
Dewkist	Baby whole	No. 303	.24	.24	.24	.24	.24	.24	.25	.24	.25	.26	.27	.27	.29	.27
Dewkist	Sliced	1 lb.	.18	.18	.18	.18	.18	.18	.20	.19	.20	.20	.22	.22	.24	.22
Carrots—Tin:																
Diamond A	Diced	1 lb. 4 oz.	.15	.15	.15	.15	.16	.16	.17	.17	.17	.17	.19	.21	.22	.18
Old Homestead	Shoestring	1 lb. 4 oz.	.12	.12	.12	.12	.13	.13	.14	.14	.14	.14	.16	.17	.19	.16
Raymal	Diced	1 lb. 4 oz.	.15	.15	.15	.15	.16	.16	.17	.17	.17	.17	.19	.21	.22	.18
Red & White	Shoetstring	1 lb. 4 oz.	.12	.12	.12	.12	.13	.13	.14	.14	.14	.14	.16	.17	.19	.16
Red & White	Diced	1 lb. 4 oz.	.12	.12	.12	.12	.13	.13	.14	.14	.14	.14	.16	.17	.19	.16
Signet	Diced	15½ oz.	.17	.17	.17	.17	.18	.18	.18	.19	.18	.19	.21	.21	.23	.20
Corn—Tin:																
Custer	Golden sweet	1 lb. 4 oz.	.16	.16	.17	.17	.17	.17	.18	.18	.18	.18	.20	.22	.23	.20
De Lite	Ex. standard-golden cream sweet.	1 lb. 4 oz.	.19	.18	.19	.19	.19	.19	.20	.20	.20	.20	.22	.23	.24	.22
Del Maiz	Cream style	1 lb.	.17	.16	.17	.17	.17	.18	.19	.19	.19	.19	.20	.21	.22	.20
Del Monte	Yellow whole kernel v. packed.	12 oz.	.20	.19	.20	.20	.20	.20	.21	.21	.21	.21	.22	.23	.24	.22
Del Monte	Golden bantam—cream	1 lb.	.18	.17	.18	.18	.18	.19	.20	.20	.20	.20	.21	.22	.24	.21
Del Monte	Golden bantam—cream	1 lb. 4 oz.	.19	.18	.19	.19	.19	.19	.21	.21	.21	.21	.23	.24	.26	.22
Deloro	Bantam	1 lb. 4 oz.	.22	.22	.23	.23	.23	.23	.24	.24	.24	.24	.27	.28	.30	.26
Dodge White	Cream	1 lb. 4 oz.	.21	.21	.21	.22	.22	.22	.23	.23	.23	.23	.24	.25	.26	.25
Everglade	Whole kernel	1 lb. 4 oz.	.21	.20	.21	.21	.22	.22	.23	.23	.23	.23	.25	.26	.28	.25
Fernbrook	Standard - cream - golden sweet.	1 lb.	.16	.15	.16	.16	.17	.17	.18	.18	.18	.18	.19	.20	.21	.19
Fernbrook	Standard - cream - golden sweet.	1 lb. 4 oz.	.18	.18	.19	.19	.19	.19	.20	.20	.20	.20	.23	.24	.25	.22
Fernbrook	Standard-whole kernel	1 lb. 4 oz.	.21	.20	.21	.21	.21	.21	.23	.23	.23	.23	.25	.26	.28	.24
Garden Patch	Ex. standard-whole kernel.	12 oz.	.17	.17	.17	.17	.17	.17	.18	.18	.18	.18	.18	.18	.20	.19
Great Northern		1 lb. 4 oz.	.16	.16	.17	.17	.17	.17	.18	.18	.18	.18	.21	.22	.23	.20
Happy Home	V. packed whole kernel	12 oz.	.19	.18	.19	.19	.19	.19	.20	.20	.20	.20	.21	.22	.23	.21
Happy Home	Cream-golden sweet	1 lb. 4 oz.	.21	.20	.21	.21	.21	.21	.22	.22	.22	.23	.25	.26	.28	.24
Happy Home	On cob	No. 2 tall	.25	.24	.25	.25	.25	.25	.27	.27	.27	.27	.27	.28	.30	.29
Happy Home	Sweet kernel	1 lb. 4 oz.	.21	.20	.21	.21	.22	.22	.23	.23	.23	.23	.25	.26	.28	.25
Happy Home	Whole kernel	1 lb. 4 oz.	.22	.21	.22	.22	.22	.22	.23	.24	.23	.24	.26	.27	.29	.25
I. G. A.	Whole kernel—V. packed.	12 oz.	.17	.17	.17	.18	.18	.18	.19	.19	.19	.19	.20	.21	.22	.20
I. G. A.	Whole kernel—in brine	1 lb. 3 oz.	.21	.20	.21	.21	.21	.21	.22	.22	.22	.23	.25	.26	.28	.24
I. G. A.	Golden bantam	1 lb. 4 oz.	.20	.19	.20	.20	.20	.20	.21	.21	.21	.22	.24	.25	.27	.23
I. G. A. Royal Guest.	Cream style	1 lb. 4 oz.	.21	.20	.21	.21	.22	.22	.23	.23	.23	.23	.25	.27	.28	.25
Libby	Golden sweet	No. 303	.19	.19	.19	.19	.20	.20	.21	.21	.21	.21	.23	.23	.25	.23
Libby	Whole kernel	No. 303	.20	.20	.21	.21	.21	.21	.22	.22	.22	.22	.24	.25	.27	.24
Libby	Golden bantam—cream	1 lb. 4 oz.	.21	.20	.21	.21	.22	.22	.23	.23	.23	.23	.25	.26	.28	.24
Libby	Whole kernel	1 lb. 4 oz.	.23	.22	.23	.23	.23	.23	.24	.24	.24	.25	.26	.26	.28	.26
Libby	On cob	No. 2½	.23	.22	.23	.24	.24	.24	.25	.26	.25	.26	.29	.30	.33	.28
Mt. Jefferson	Ex. standard cream	1 lb. 4 oz.	.19	.18	.19	.19	.20	.20	.21	.21	.21	.21	.23	.24	.26	.23
Muchmore	Yellow—cream—standard.	No. 2	.19	.18	.19	.19	.19	.20	.21	.21	.21	.21	.23	.25	.26	.22
Niblets	Whole kernel—Mexicorn	12 oz.	.21	.20	.21	.21	.22	.22	.22	.22	.22	.23	.25	.25	.27	.24
Niblets	Whole kernel	12 oz.	.19	.19	.19	.19	.19	.19	.19	.19	.19	.20	.21	.21	.22	.21
Niblet ears	On cob	1 lb. 4 oz.	.25	.24	.25	.25	.26	.26	.27	.27	.27	.27	.30	.31	.33	.29
Old Homestead	Cream	11 oz.	.15	.15	.16	.15	.16	.16	.16	.16	.16	.16	.18	.18	.19	.17
Old Homestead	Vacuum pack	12 oz.	.18	.18	.19	.19	.19	.19	.20	.20	.20	.20	.21	.22	.23	.21
Old Homestead	Cream	1 lb. 4 oz.	.20	.20	.20	.20	.21	.21	.22	.22	.22	.22	.24	.25	.27	.24
Old Homestead	Whole kernel in brine	1 lb. 4 oz.	.21	.21	.22	.22	.22	.22	.23	.23	.23	.23	.25	.27	.28	.25
Old Yellowstone		1 lb.	.16	.15	.16	.16	.16	.16	.17	.17	.17	.18	.19	.20	.21	.19
Old Yellowstone	Whole grain	1 lb. 4 oz.	.20	.20	.20	.21	.21	.21	.21	.22	.22	.22	.23	.24	.26	.24
Palmdale	Ex. standard G. bantam	1 lb. 4 oz.	.19	.19	.19	.20	.20	.20	.20	.20	.20	.21	.22	.23	.25	.22
Pride of Butler	Standard	1 lb. 4 oz.	.19	.18	.19	.19	.19	.19	.20	.20	.20	.21	.23	.24	.26	.22
Quality Hall	Golden bantam	10 oz.	.14	.13	.14	.14	.14	.14	.15	.15	.15	.15	.16	.16	.18	.17
Red & White	Cream	1 lb.	.16	.15	.16	.16	.16	.16	.17	.17	.17	.17	.18	.18	.19	.18
Red & White	Cream	1 lb. 4 oz.	.20	.20	.20	.21	.21	.21	.22	.22	.22	.22	.25	.26	.28	.24
Red & White	Whole kernel	1 lb. 4 oz.	.21	.21	.22	.22	.22	.22	.23	.23	.23	.23	.26	.27	.29	.25
Reliance		11 oz.	.15	.15	.15	.15	.15	.15	.16	.16	.16	.16	.18	.18	.19	.17
Reliance	Whole kernel—V packed.	12 oz.	.20	.20	.20	.20	.20	.20	.21	.21	.21	.22	.23	.24	.26	.23
Reliance	Cream	1 lb.	.19	.19	.19	.19	.20	.20	.21	.21	.21	.21	.22	.23	.24	.23
Reliance	Whole kernel	1 lb. 4 oz.	.21	.21	.21	.22	.22	.22	.23	.23	.23	.23	.25	.27	.28	.25
Reliance	Cream—white	1 lb. 4 oz.	.21	.21	.21	.21	.21	.22	.22	.22	.22	.22	.24	.25	.27	.24
Reliance	Cream	1 lb. 4 oz.	.20	.20	.20	.20	.21	.21	.22	.22	.22	.22	.24	.25	.27	.24
Richland	Cream—standard	1 lb. 3 oz.	.19	.18	.19	.19	.19	.20	.21	.21	.21	.21	.23	.24	.26	.22
Seaport	Cream—standard	1 lb.	.16	.15	.16	.16	.16	.16	.17	.17	.17	.17	.19	.20	.21	.19
Scenic	Golden sweet	1 lb.	.16	.15	.16	.16	.17	.17	.18	.18	.18	.18	.19	.20	.21	.19
Shurfine	Cream	1 lb.	.18	.18	.18	.18	.19	.19	.20	.20	.20	.20	.21	.22	.24	.22
Shurfine	Whole kernel	1 lb.	.19	.18	.19	.19	.19	.20	.21	.21	.21	.21	.22	.23	.25	.22
Shurfine	On cob	1 lb. 4 oz.	.23	.22	.23	.23	.23	.23	.24	.24	.24	.25	.27	.27	.30	.26
Shurfine	Whole kernel	1 lb. 4 oz.	.21	.21	.21	.21	.21	.21	.23	.23	.23	.23	.25	.26	.28	.24
Shurfine	Cream	1 lb. 4 oz.	.19	.19	.19	.19	.20	.20	.21	.21	.21	.21	.23	.24	.26	.23
Silver Bar	Ex. standard—yellow cream.	No. 303	.17	.16	.17	.17	.17	.17	.18	.18	.18	.18	.20	.21	.22	.20
Table		1 lb. 4 oz.	.20	.20	.21	.21	.21	.21	.22	.22	.22	.22	.25	.26	.28	.24
Tastewell	Standard—whole kernel	1 lb.	.17	.17	.17	.17	.18	.18	.19	.19	.19	.19	.20	.21	.23	.21
Tastewell	Standard—cream	1 lb. 4 oz.	.17	.17	.17	.18	.18	.18	.19	.19	.19	.19	.21	.21	.23	.21

(o) *Table XV: Maximum retail prices for canned vegetables*—Continued.

Brand	Description	Container size or net weight	Ketchikan	Wrangell	Petersburg	Juneau Douglas	Skagway Haines	Sitka	Cordova	Valdez	Seward	Kodiak	Anchorage	Palmer	Fairbanks	Nome
Corn—Glass:																
Amocat	Whole kernel	1 lb. 4 oz.	$0.22	$0.21	$0.22	$0.22	$0.23	$0.23	$0.24	$0.24	$0.24	$0.25	$0.29	$0.31	$0.33	$0.27
Amocat	Cream	1 lb. 4 oz.	.21	.20	.21	.21	.22	.22	.23	.23	.23	.24	.28	.30	.32	.26
Del Monte	Whole kernel	1 lb.	.22	.21	.22	.22	.23	.23	.24	.24	.24	.24	.26	.28	.29	.26
Del Monte		1 lb. 4 oz.	.21	.20	.21	.21	.22	.22	.23	.23	.23	.24	.28	.30	.32	.26
Niblets	On cob	1 lb. 4 oz.	.32	.31	.32	.33	.33	.33	.36	.36	.36	.37	.38	.40	.42	.41
Red and White	Whole kernel	1 lb. 4 oz.	.22	.21	.22	.22	.23	.23	.24	.24	.24	.25	.29	.31	.33	.27
Mixed Vegetables—Tin:																
Dinnette	Salad vegetables	1 lb. 4 oz.	.23	.23	.23	.23	.23	.23	.25	.25	.25	.25	.28	.29	.31	.27
Happy Home		1 lb. 4 oz.	.23	.23	.23	.23	.23	.24	.25	.25	.25	.25	.26	.27	.29	.27
Larsen	Layer pack	1 lb.	.25	.25	.25	.25	.25	.26	.26	.26	.26	.27	.27	.27	.29	.28
Larsen	Veg-all	14½ oz.	.23	.22	.22	.23	.23	.23	.24	.24	.24	.24	.24	.25	.27	.26
Red & White		1 lb. 4 oz.	.18	.18	.18	.18	.19	.19	.20	.20	.20	.20	.22	.22	.24	.22
Reliance		1 lb. 4 oz.	.23	.23	.23	.23	.23	.23	.24	.24	.24	.24	.26	.26	.29	.26
Mixed Vegetables—Glass:																
Larsen	Veg-all	1 lb.	.23	.23	.23	.23	.23	.24	.24	.24	.24	.25	.25	.25	.27	.27
Larsen	Layer-pack	1 lb.	.25	.25	.25	.26	.26	.26	.27	.27	.27	.27	.27	.27	.30	.29
Peas—Tin:																
B. C. G.	6 sieve	1 lb. 4 oz.	.21	.19	.21	.21	.21	.21	.22	.23	.22	.23	.25	.26	.28	.24
Blue Heaven	Sweet choice	1 lb.	.15	.15	.16	.16	.16	.16	.17	.17	.17	.17	.18	.19	.21	.21
Blue & White	5 sieve	1 lb. 4 oz.	.18	.17	.18	.19	.19	.19	.20	.20	.20	.20	.23	.24	.26	.22
Buon Gusto	4 sieve	1 lb.	.16	.15	.16	.16	.16	.16	.17	.17	.17	.18	.19	.20	.22	.19
Buon Gusto	3 sieve	1 lb. 4 oz.	.19	.18	.19	.19	.20	.20	.21	.21	.21	.21	.23	.24	.27	.23
Buon Gusto	4 sieve	1 lb. 4 oz.	.19	.18	.19	.19	.20	.20	.21	.21	.21	.21	.24	.24	.27	.23
Buon Gusto	5 sieve	1 lb. 4 oz.	.18	.17	.18	.18	.19	.19	.20	.20	.20	.20	.22	.23	.26	.22
Century	Ex. standard	1 lb. 4 oz.	.19	.18	.19	.19	.19	.19	.21	.21	.21	.21	.23	.24	.26	.23
Carnation	6 sieve	1 lb. 4 oz.	.17	.16	.18	.18	.18	.18	.19	.19	.19	.19	.22	.23	.24	.21
Cottage	5 sieve	1 lb. 4 oz.	.19	.18	.19	.19	.19	.20	.21	.21	.21	.21	.24	.25	.27	.22
De Lite	Ungraded	1 lb. 4 oz.	.20	.19	.20	.20	.20	.20	.22	.22	.22	.22	.25	.26	.28	.23
Del Monte	3 sieve	1 lb.	.17	.16	.17	.17	.18	.18	.19	.19	.19	.19	.20	.21	.23	.21
Del Monte	1 sieve	1 lb. 4 oz.	.27	.26	.27	.28	.28	.28	.29	.29	.29	.29	.32	.33	.35	.31
Del Monte	Early garden	1 lb. 4 oz.	.21	.21	.21	.21	.21	.21	.22	.22	.22	.22	.24	.24	.27	.24
Dykeland	5 sieve	1 lb. 4 oz.	.15	.15	.15	.16	.16	.16	.16	.16	.16	.17	.18	.19	.21	.18
Emporium	Ex. standard	No. 303	.17	.16	.17	.17	.17	.17	.18	.18	.18	.19	.20	.21	.22	.20
Emporium	4 sieve	1 lb. 4 oz.	.22	.21	.22	.22	.23	.23	.24	.24	.24	.24	.27	.28	.30	.26
Evergreen State	4 sieve	1 lb. 4 oz.	.19	.18	.19	.19	.19	.19	.20	.20	.20	.21	.23	.24	.26	.22
Evergreen State	1 sieve	1 lb. 4 oz.	.23	.21	.23	.23	.23	.23	.25	.25	.25	.25	.27	.28	.30	.26
Fernbrook	5 sieve standard	1 lb. 4 oz.	.17	.16	.17	.17	.18	.18	.19	.19	.19	.19	.21	.22	.24	.20
Flavor Crest	Ex. standard 5-6 sieve	1 lb. 4 oz.	.17	.16	.17	.17	.17	.17	.18	.18	.18	.19	.21	.22	.24	.20
Flavor Crest	Ex. standard 4 sieve	1 lb.	.15	.14	.15	.15	.15	.15	.16	.16	.16	.17	.19	.19	.22	.18
Flavor Crest	Ex. standard 5-6 sieve	1 lb.	.15	.14	.15	.15	.16	.16	.17	.17	.17	.17	.18	.19	.21	.18
Flavor Crest	Ex. fancy 4 sieve	1 lb.	.16	.15	.16	.16	.16	.16	.17	.17	.17	.17	.19	.20	.21	.19
Flavor Crest	Ex. standard 5 sieve	1 lb.	.15	.14	.15	.15	.15	.15	.16	.16	.16	.17	.18	.19	.21	.18
Garden Grown	Standard 5 sieve	10½ oz.	.11	.10	.11	.11	.11	.11	.12	.12	.12	.12	.13	.14	.15	.13
Garden Grown	Standard 5-6 sieve	1 lb.	.14	.13	.14	.14	.14	.14	.15	.15	.15	.16	.17	.18	.19	.17
Garden Grown	Standard 5-6 sieve	1 lb. 4 oz.	.16	.15	.16	.16	.16	.17	.18	.18	.18	.18	.20	.21	.23	.19
Green Giant	Fancy	1 lb.	.23	.22	.23	.23	.24	.24	.25	.25	.25	.25	.27	.28	.29	.27
Green Lake		1 lb.	.15	.14	.15	.15	.15	.15	.17	.17	.17	.17	.18	.19	.21	.18
Happy Home	Superfine 1 sieve	1 lb. 4 oz.	.23	.22	.23	.24	.24	.24	.25	.25	.25	.25	.28	.29	.31	.27
Happy Home	Early June 2 sieve	1 lb. 4 oz.	.23	.21	.23	.23	.23	.23	.24	.24	.24	.24	.27	.28	.30	.26
Happy Home	Tender sweet 4 sieve	1 lb. 4 oz.	.20	.20	.20	.20	.20	.21	.21	.21	.21	.22	.23	.24	.26	.23
Happy Vale	Standard, large sweet	1 lb.	.15	.14	.15	.15	.15	.15	.17	.17	.17	.17	.18	.19	.21	.18
Happy Vale	Standard, large sweet	1 lb. 4 oz.	.16	.15	.16	.16	.16	.16	.17	.17	.17	.18	.20	.21	.22	.19
Honor		1 lb. 4 oz.	.19	.18	.19	.19	.19	.20	.21	.21	.21	.21	.23	.25	.26	.22
I. G. A.	Sugar peas	No. 2	.19	.18	.19	.19	.19	.20	.21	.21	.21	.21	.23	.25	.26	.22
I. G. A.	Sifted s. w., wrinkled, 2 sieve.	1 lb. 3 oz.	.20	.19	.20	.20	.20	.20	.22	.22	.22	.22	.24	.25	.27	.23
I. G. A.	Ex. sifted, sweet, wrinkled.	1 lb. 4 oz.	.21	.20	.21	.21	.22	.22	.23	.23	.23	.23	.25	.27	.28	.25
Inland Valley	Ex. standard, 3 sieve	1 lb. 4 oz.	.19	.19	.19	.19	.20	.20	.21	.21	.21	.21	.23	.24	.26	.23
Inland Valley	Ex. standard, 4 sieve	No. 2	.17	.16	.17	.17	.18	.18	.19	.19	.19	.20	.21	.22	.24	.20
Inland Valley	Ex. standard, 4 sieve	No. 303	.16	.15	.16	.16	.16	.16	.17	.17	.17	.18	.19	.20	.22	.19
Island Belle	Ex. standard, sweet	1 lb. 4 oz.	.18	.17	.18	.18	.18	.18	.19	.19	.19	.19	.22	.23	.24	.21
Kool Air	5 sieve	1 lb. 3 oz.	.18	.17	.18	.18	.18	.18	.19	.19	.19	.19	.22	.23	.25	.21
La Connor	Standard 5 sieve	No. 303	.15	.15	.16	.16	.16	.16	.17	.17	.17	.17	.19	.20	.21	.19
La Connor	Standard 5 sieve	1 lb. 4 oz.	.17	.16	.17	.17	.18	.18	.19	.19	.19	.19	.22	.23	.24	.20
Libby	Garden sweet	10½ oz.	.14	.14	.14	.15	.15	.15	.15	.15	.15	.15	.17	.18	.18	.16
Libby	Garden	1 lb. 4 oz.	.21	.19	.21	.21	.21	.21	.22	.22	.22	.23	.25	.25	.28	.24
Libby	2 sieve	1 lb. 4 oz.	.24	.22	.24	.24	.24	.24	.26	.26	.26	.26	.28	.29	.31	.27
Libby	3 sieve	1 lb. 4 oz.	.21	.19	.21	.21	.21	.21	.22	.22	.22	.23	.25	.25	.28	.24
Libby	2 sieve	1 lb.	.21	.19	.21	.21	.21	.21	.22	.22	.22	.23	.24	.24	.27	.24
Libby	3 sieve	1 lb.	.19	.18	.19	.19	.19	.19	.20	.20	.20	.21	.22	.22	.25	.22
Libby	5 sieve	1 lb.	.17	.16	.17	.17	.18	.18	.19	.19	.19	.19	.20	.21	.23	.21
Libby	Jumbo, fancy, green	1 lb.	.20	.19	.20	.20	.20	.20	.21	.21	.21	.22	.23	.24	.25	.23
Magic Valley	Sweet, 4 sieve	1 lb. 4 oz.	.18	.17	.18	.18	.18	.18	.19	.19	.19	.20	.22	.23	.25	.21
Magic Valley	4 sieve	1 lb.	.16	.15	.16	.16	.17	.17	.18	.18	.18	.18	.19	.20	.22	.20
Magic Valley	4 sieve	10½ oz.	.12	.11	.12	.12	.12	.12	.13	.13	.13	.13	.14	.15	.16	.13
Nutradiet		13 oz.	.21	.20	.21	.22	.22	.22	.23	.23	.23	.23	.26	.27	.28	.25
Old Faithful	Ex. Standard 3 sieve	No. 2	.18	.17	.19	.19	.19	.19	.20	.20	.20	.20	.23	.24	.25	.22
Old Homestead	Early June	1 lb. 4 oz.	.20	.19	.21	.21	.21	.21	.22	.22	.22	.23	.25	.26	.28	.24
Old Homestead	Small Garden	1 lb. 4 oz.	.21	.20	.21	.21	.22	.22	.23	.23	.23	.23	.25	.27	.28	.25
Orcas	Ex. Standard 5 sieve	1 lb. 4 oz.	.18	.17	.18	.18	.18	.18	.19	.19	.19	.20	.22	.23	.25	.21
Our Value		1 lb. 4 oz.	.19	.18	.19	.19	.19	.19	.20	.20	.20	.21	.23	.24	.26	.22
Our Value		No. 303	.14	.13	.14	.14	.14	.14	.15	.15	.15	.15	.17	.17	.18	.16
Palmdale	Ex. Standard	1 lb.	.17	.16	.17	.17	.17	.17	.18	.18	.18	.19	.20	.21	.22	.20
Red & White	Tiny	1 lb. 4 oz.	.22	.21	.23	.23	.23	.23	.24	.24	.24	.24	.27	.28	.30	.26
Reliance	Dinner 4 sieve	No. 303	.17	.16	.17	.17	.17	.18	.19	.19	.19	.19	.20	.21	.23	.20
Rosedale	Garden Sweet	1 lb.	.15	.15	.16	.16	.16	.16	.17	.17	.17	.17	.19	.20	.21	.19
Rosedale	Ex. Standard Garden sweet.	1 lb. 4 oz.	.17	.16	.17	.17	.18	.18	.19	.19	.19	.19	.21	.22	.24	.21
S & W	Medium fancy	10½ oz.	.15	.15	.15	.15	.15	.15	.15	.15	.15	.16	.17	.17	.18	.17
S & W	Medium	1 lb. 4 oz.	.23	.22	.23	.23	.24	.24	.25	.25	.25	.25	.27	.28	.30	.27
S & W	Mixed sizes	1 lb. 4 oz.	.20	.19	.20	.20	.20	.20	.21	.21	.21	.22	.24	.25	.27	.23
Salt Air	Sweet 2 sieve select	1 lb. 4 oz.	.21	.20	.21	.21	.22	.22	.23	.23	.23	.23	.25	.26	.28	.25
Sea Blown	4 sieve	1 lb. 4 oz.	.19	.18	.19	.19	.19	.19	.20	.20	.20	.21	.23	.24	.26	.22
Sea Charm	1 sieve	1 lb. 4 oz.	.20	.19	.20	.20	.20	.20	.21	.21	.21	.22	.24	.25	.27	.23
Sea Charm	Ex. standard 2 sieve	1 lb. 4 oz.	.21	.21	.21	.21	.21	.21	.22	.22	.22	.22	.24	.24	.27	.24
Sea Charm	4 sieve	1 lb. 4 oz.	.19	.18	.19	.19	.19	.20	.21	.21	.21	.21	.23	.25	.27	.22
Sea Harvest		1 lb. 4 oz.	.16	.16	.16	.16	.16	.16	.17	.17	.17	.17	.19	.19	.22	.19
San Juan	2 sieve, ex. standard	1 lb. 4 oz.	.21	.19	.21	.21	.21	.21	.22	.22	.22	.22	.25	.26	.27	.24
Seaport	Ex. standard	No. 303	.15	.14	.15	.15	.15	.15	.16	.16	.16	.16	.18	.19	.20	.18
Seaport	Ex. standard 5 sieve	1 lb. 4 oz.	.18	.17	.18	.18	.19	.19	.20	.20	.20	.20	.22	.24	.25	.21
Shurfine	3 sieve	1 lb.	.17	.16	.17	.17	.18	.18	.19	.19	.19	.19	.20	.21	.23	.21
Silver Shield	Choice 4 sieve tender, sweet.	1 lb. 4 oz.	.19	.18	.20	.20	.20	.20	.21	.21	.21	.21	.23	.24	.26	.23
Silver Shield	Choice 3 sieve early June	1 lb. 4 oz.	.18	.18	.18	.19	.19	.19	.19	.19	.19	.20	.21	.22	.24	.21
Sunladen	6 sieve	1 lb.	.16	.15	.16	.16	.16	.16	.17	.17	.17	.17	.19	.20	.21	.19

(o) *Table XV: Maximum retail prices for canned vegetables*—Continued.

Brand	Description	Container size or net weight	Ketchikan	Wrangell	Petersburg	Juneau Douglas	Skagway Haines	Sitka	Cordova	Valdez	Seward	Kodiak	Anchorage	Palmer	Fairbanks	Nome
Peas—Tin—Con.																
Sunshine Valley	5 sieve	1 lb.	$0.15	$0.14	$0.15	$0.15	$0.15	$0.15	$0.16	$0.16	$0.16	$0.17	$0.18	$0.19	$0.21	$0.18
Sweet Blossom		1 lb.	.15	.14	.15	.15	.16	.15	.17	.17	.17	.17	.18	.19	.20	.18
Sweet Island		1 lb.	.15	.14	.16	.16	.15	.15	.17	.17	.17	.17	.18	.19	.20	.18
Tastewell	Standard	1 lb. 4 oz.	.16	.15	.16	.16	.17	.17	.18	.18	.18	.18	.20	.21	.23	.20
Third Mate	Standard	1 lb. 4 oz.	.17	.16	.17	.18	.18	.18	.19	.19	.19	.19	.21	.22	.24	.21
Valley Prime	Standard sweet	1 lb. 4 oz.	.18	.17	.18	.18	.18	.18	.19	.19	.19	.19	.22	.23	.24	.21
Walla Walla	3 sieve	10½ oz.	.13	.12	.13	.13	.13	.13	.14	.14	.14	.14	.15	.16	.17	.14
Walla Walla	3 sieve	1 lb.	.18	.17	.18	.18	.18	.19	.20	.20	.20	.20	.21	.22	.24	.21
Walla Walla	2 sieve	1 lb.	.19	.18	.19	.19	.19	.20	.21	.21	.21	.21	.22	.23	.25	.22
Walla Walla	1 selve, sweet	1 lb. 4 oz.	.22	.21	.22	.22	.23	.23	.24	.24	.24	.24	.27	.28	.30	.26
Walla Walla	2 sieve, fancy, sweet	1 lb. 4 oz.	.21	.21	.21	.21	.22	.22	.22	.22	.22	.23	.24	.25	.27	.24
Walla Walla	3 sieve, fancy, sweet	1 lb. 4 oz.	.20	.20	.20	.20	.20	.21	.21	.21	.21	.22	.23	.24	.26	.23
Wesco	4 sieve	1 lb. 4 oz.	.19	.18	.19	.19	.19	.19	.20	.20	.20	.21	.23	.24	.26	.22
Westreat	Standard sweet	1 lb. 4 oz.	.18	.17	.18	.18	.18	.18	.19	.19	.19	.20	.22	.23	.25	.21
Winall	Standard sweet	1 lb. 4 oz.	.16	.15	.16	.16	.16	.17	.18	.18	.18	.18	.20	.21	.23	.19
Peas—Glass:																
Amocat	Tender	1 lb. 4 oz.	.23	.21	.23	.23	.23	.23	.25	.25	.25	.25	.30	.32	.34	.27
Del Monte		1 lb.	.25	.24	.25	.25	.26	.26	.27	.27	.27	.28	.30	.31	.32	.29
Del Monte	Early green	1 lb.	.24	.23	.25	.25	.26	.26	.26	.26	.26	.26	.28	.28	.31	.28
Red & White		1 lb. 4 oz.	.23	.21	.23	.23	.23	.23	.25	.25	.25	.25	.30	.32	.33	.27
Peas and Carrots—Tin:																
Happy Home		1 lb. 4 oz.	.19	.19	.19	.20	.20	.20	.21	.21	.21	.21	.24	.25	.26	.23
I. G. A.		No. 2	.21	.21	.21	.21	.21	.21	.22	.23	.22	.23	.25	.26	.28	.24
Libby	Fancy	1 lb. 4 oz.	.20	.20	.20	.20	.20	.20	.21	.21	.21	.22	.24	.25	.26	.23
Magic Valley	4 sieve	1 lb.	.17	.17	.17	.17	.17	.17	.18	.18	.18	.19	.20	.21	.23	.20
Red & White		1 lb. 4 oz.	.19	.19	.19	.19	.20	.20	.21	.21	.21	.21	.23	.25	.26	.23
Seaport	Standard	1 lb. 4 oz.	.17	.17	.17	.17	.17	.18	.18	.18	.18	.18	.21	.22	.24	.20
Shurfine	4 sieve	1 lb. 4 oz.	.18	.18	.18	.18	.19	.19	.20	.20	.20	.20	.22	.23	.25	.22
Sunset	5 sieve	1 lb.	.16	.16	.16	.16	.16	.16	.17	.17	.17	.17	.19	.20	.21	.19
Third Mate	Standard	1 lb. 4 oz.	.16	.16	.16	.16	.17	.17	.18	.18	.18	.18	.20	.21	.23	.20
Walla Walla	3 sieve	10½ oz.	.13	.13	.13	.13	.13	.13	.13	.13	.13	.13	.14	.15	.16	.13
Walla Walla	4 sieve	10½ oz.	.12	.12	.12	.12	.12	.12	.12	.12	.12	.12	.13	.14	.15	.12
Walla Walla		No. 303	.21	.21	.21	.21	.21	.21	.23	.23	.23	.23	.24	.25	.27	.24
Walla Walla	3 sieve	1 lb. 4 oz.	.20	.20	.20	.20	.20	.20	.21	.21	.21	.22	.24	.25	.27	.23
Walla Walla	5 sieve	1 lb. 4 oz.	.17	.17	.17	.17	.17	.17	.18	.18	.18	.19	.21	.21	.24	.20
Pumpkin—Tin:																
Del Monte		1 lb. 4 oz.	.14	.14	.14	.14	.14	.14	.15	.15	.15	.15	.16	.17	.19	.17
Del Monte		1 lb. 13 oz.	.19	.19	.19	.19	.19	.19	.20	.20	.20	.21	.22	.24	.26	.21
Diamond A		1 lb. 13 oz.	.19	.19	.19	.20	.20	.20	.22	.22	.22	.23	.25	.27	.27	.24
Libby	Fancy	1 lb. 13 oz.	.18	.18	.18	.19	.19	.19	.20	.20	.20	.21	.22	.23	.27	.22
Old Homestead		1 lb. 13 oz.	.19	.19	.19	.19	.19	.20	.21	.21	.21	.21	.22	.24	.26	.24
Ray Mal		1 lb. 13 oz.	.17	.17	.17	.18	.18	.18	.20	.20	.20	.21	.23	.23	.25	.22
Red & White		1 lb. 13 oz.	.18	.18	.18	.18	.19	.19	.20	.20	.20	.20	.22	.23	.25	.23
Reliance		1 lb. 13 oz.	.20	.20	.20	.21	.21	.21	.23	.23	.23	.23	.24	.25	.28	.26
S & W		1 lb. 12 oz.	.19	.19	.19	.19	.19	.20	.21	.21	.21	.21	.22	.24	.26	.24
Shurfine		1 lb. 13 oz.	.17	.18	.18	.18	.18	.18	.20	.20	.20	.20	.23	.24	.28	.22
Spencer		1 lb. 4 oz.	.13	.13	.13	.13	.14	.14	.15	.15	.15	.15	.16	.18	.18	.14
Washington		1 lb. 13 oz.	.15	.15	.15	.15	.16	.16	.17	.17	.17	.17	.18	.19	.21	.20
Spinach—Tin:																
Del Monte		1 lb. 2 oz.	.21	.21	.21	.22	.22	.22	.23	.23	.23	.23	.25	.25	.27	.25
Happy Home		1 lb. 2 oz.	.20	.20	.20	.20	.20	.20	.21	.21	.21	.22	.23	.23	.25	.23
Happy Home	Fancy	1 lb. 11 oz.	.27	.26	.26	.27	.27	.27	.28	.28	.28	.29	.31	.32	.35	.31
Honor		1 lb. 2 oz.	.18	.19	.19	.19	.19	.19	.20	.20	.20	.20	.22	.22	.24	.22
Hume		1 lb. 11 oz.	.24	.25	.25	.25	.25	.25	.27	.27	.27	.27	.30	.32	.34	.29
I. G. A.		1 lb. 12 oz.	.23	.24	.24	.24	.24	.24	.26	.26	.26	.27	.30	.31	.34	.28
Old Homestead		1 lb. 11 oz.	.25	.25	.25	.25	.25	.25	.27	.27	.27	.27	.31	.32	.35	.30
Red & White		1 lb. 2 oz.	.18	.19	.19	.19	.19	.19	.20	.20	.20	.21	.22	.22	.24	.22
Red & White		1 lb. 11 oz.	.25	.25	.25	.25	.25	.26	.27	.27	.27	.28	.31	.32	.35	.30
Reliance		1 lb. 11 oz.	.27	.27	.27	.27	.27	.27	.29	.29	.29	.29	.32	.34	.36	.31
Walla Walla	Fancy	1 lb. 11 oz.	.24	.24	.24	.24	.24	.24	.25	.25	.25	.26	.27	.28	.32	.28
Tomatoes—Tin:																
Blue & White	With puree	1 lb. 11 oz.	.23	.21	.21	.23	.22	.24	.25	.25	.25	.25	.27	.28	.32	.28
Bozley	Standard	1 lb. 12 oz.	.23	.22	.22	.24	.23	.25	.27	.27	.27	.28	.28	.30	.35	.31
Brimful	Fancy solid pack	1 lb. 12 oz.	.22	.21	.21	.22	.22	.22	.23	.23	.23	.24	.26	.26	.30	.26
Buen Gusto	Standard	1 lb. 12 oz.	.23	.21	.21	.23	.22	.24	.25	.25	.25	.25	.27	.28	.33	.28
Columbus	Standard, in puree	1 lb. 3 oz.	.17	.16	.16	.18	.17	.18	.19	.19	.19	.20	.22	.23	.25	.21
Contadino	Peeled	1 lb. 12 oz.	.27	.25	.25	.27	.26	.28	.29	.29	.29	.30	.31	.32	.37	.32
Cosmos	Standard, in puree	1 lb. 12 oz.	.22	.20	.20	.22	.21	.22	.24	.24	.24	.24	.26	.27	.32	.27
Cottage	With puree	1 lb. 2 oz.	.18	.17	.17	.18	.17	.18	.20	.20	.20	.20	.20	.21	.25	.21
Cottage	Standard, with puree	1 lb. 12 oz.	.22	.20	.20	.22	.21	.22	.24	.24	.24	.24	.26	.27	.31	.27
Del Monte	Fancy solid pack	1 lb. 3 oz.	.19	.19	.19	.19	.19	.19	.20	.20	.20	.21	.22	.22	.25	.22
Del Monte		1 lb. 12 oz.	.26	.25	.25	.26	.26	.27	.29	.29	.29	.30	.30	.30	.36	.31
Del Monte	Solid pack	1 lb. 12 oz.	.28	.27	.27	.29	.27	.29	.31	.31	.31	.31	.32	.34	.38	.33
Emporium	Solid pack, extra standard	No. 2½	.22	.21	.21	.22	.21	.23	.24	.24	.24	.24	.26	.27	.31	.27
Flava Crest	Extra standard	No. 2½	.21	.20	.20	.21	.20	.22	.23	.23	.23	.24	.25	.26	.31	.26
Happy Home	Solid pack	1 lb. 3 oz.	.22	.20	.20	.22	.21	.22	.23	.23	.23	.24	.24	.26	.30	.25
Happy Home	Solid pack	1 lb. 12 oz.	.29	.27	.27	.29	.28	.30	.31	.31	.31	.32	.33	.34	.39	.34
I. G. A.	Solid pack	1 lb. 3 oz.	.22	.21	.21	.23	.21	.23	.24	.24	.24	.24	.25	.26	.30	.25
I. G. A.	Solid pack	1 lb. 12 oz.	.28	.26	.26	.28	.27	.29	.30	.30	.30	.31	.32	.33	.38	.33
Libby	Solid pack	1 lb. 12 oz.	.27	.25	.25	.27	.26	.28	.29	.29	.29	.29	.30	.31	.37	.32
Likewell	With puree	1 lb. 12 oz.	.22	.21	.21	.22	.21	.23	.24	.24	.24	.24	.26	.27	.31	.27
Madrona	Standard	1 lb. 3 oz.	.18	.17	.17	.18	.17	.19	.19	.20	.20	.20	.22	.22	.25	.22
Madrona	Standard	1 lb. 12 oz.	.22	.21	.21	.23	.21	.23	.24	.24	.24	.25	.26	.27	.32	.27
Mission	Standard	1 lb. 12 oz.	.20	.19	.19	.21	.20	.21	.23	.23	.23	.24	.25	.26	.31	.26
Mt. Meadow	Ex. standard	1 lb. 12 oz.	.22	.21	.21	.22	.21	.23	.24	.24	.24	.24	.26	.27	.32	.27
Norwest	Standard	1 lb. 12 oz.	.22	.21	.21	.22	.21	.23	.24	.24	.24	.24	.26	.28	.32	.27
Nugget	Solid pack	10 oz.	.19	.18	.18	.19	.18	.19	.20	.20	.20	.20	.21	.21	.24	.23
Old Homestead	Solid pack	1 lb. 2 oz.	.22	.21	.21	.22	.21	.23	.24	.24	.24	.24	.24	.25	.29	.26
Old Homestead	Fancy solid pack	1 lb. 12 oz.	.24	.24	.24	.24	.25	.25	.26	.26	.26	.26	.28	.29	.32	.28
Our Value	With puree	1 lb. 12 oz.	.22	.21	.21	.22	.21	.23	.24	.24	.24	.24	.26	.27	.31	.27
Palmdale	Solid pack	1 lb. 3 oz.	.20	.19	.19	.20	.20	.21	.22	.22	.22	.22	.23	.24	.27	.24
Palmdale	Solid pack	1 lb. 12 oz.	.28	.28	.28	.29	.29	.29	.30	.30	.30	.31	.32	.33	.37	.32
Premium	Puree	No. 2	.17	.16	.16	.18	.17	.18	.19	.19	.19	.19	.20	.21	.24	.21
Premium	Standard, with puree	No. 2½	.22	.21	.21	.22	.21	.23	.24	.24	.24	.24	.24	.25	.29	.26
Red & White		1 lb. 3 oz.	.22	.21	.21	.22	.21	.23	.24	.24	.24	.24	.26	.27	.32	.27
Red & White		1 lb. 12 oz.	.28	.26	.26	.29	.27	.29	.30	.30	.30	.31	.32	.33	.38	.33
Reliance	Solid pack	1 lb. 3 oz.	.22	.21	.21	.22	.21	.22	.24	.24	.24	.24	.24	.25	.29	.28
Reliance	Solid pack	1 lb. 12 oz.	.27	.27	.27	.28	.28	.28	.29	.29	.29	.30	.31	.32	.35	.31
Richvale	Solid pack	1 lb. 12 oz.	.21	.20	.20	.22	.20	.22	.23	.23	.23	.24	.25	.26	.31	.26
S & W	Puree—concentrated	1 lb. 12 oz.	.22	.21	.21	.23	.21	.23	.24	.25	.25	.25	.26	.28	.32	.27
S & W	Small—whole—peeled—Italian type	1 lb. 12 oz.	.26	.27	.27	.29	.28	.29	.31	.31	.31	.32	.33	.35	.40	.35
San Felipe	Standard	1 lb. 12 oz.	.22	.20	.20	.22	.21	.22	.24	.24	.24	.24	.26	.27	.31	.26
Seaport	Standard	1 lb. 3 oz.	.17	.16	.16	.17	.16	.18	.19	.19	.19	.19	.20	.21	.24	.21
Seaport	Standard	1 lb. 12 oz.	.22	.20	.20	.22	.21	.22	.24	.24	.24	.24	.26	.27	.31	.26
Shurfine		10 oz.	.16	.15	.15	.17	.17	.17	.18	.18	.18	.18	.18	.18	.22	.19
Shurfine		16½ oz.	.16	.15	.15	.17	.16	.17	.18	.18	.18	.18	.18	.19	.22	.19

(o) *Table XV: Maximum retail prices for canned vegetables*—Continued.

Brand	Description	Container size or net weight	Ketchikan	Wrangell	Petersburg	Juneau Douglas	Skagway Haines	Sitka	Cordova	Valdez	Seward	Kodiak	Anchorage	Palmer	Fairbanks	Nome
Tomatoes—Tin—Con.																
Shurfine		1 lb. 3 oz.	$0.21	$0.20	$0.20	$0.21	$0.20	$0.22	$0.22	$0.22	$0.22	$0.23	$0.23	$0.24	$0.28	$0.25
Shurfine		1 lb. 12 oz.	.27	.25	.25	.27	.26	.28	.29	.29	.29	.30	.30	.31	.38	.33
Silver Bar		1 lb. 4 oz.	.18	.17	.17	.17	.18	.17	.19	.20	.20	.20	.21	.22	.24	.23
Silver Bar	Puree	1 lb. 12 oz.	.22	.21	.21	.22	.21	.23	.24	.24	.24	.24	.26	.26	.32	.27
Silverdale	Standard	1 lb 3 oz.	.17	.16	.16	.17	.17	.18	.19	.19	.19	.19	.20	.20	.25	.21
Silverdale	Standard	1 lb. 12 oz.	.21	.19	.19	.21	.20	.22	.23	.23	.23	.23	.25	.26	.31	.25
Silver shield	Choice solid pack	1 lb. 12 oz.	.23	.23	.23	.24	.24	.24	.25	.25	.25	.26	.28	.28	.32	.28
Silvertone	Standard	1 lb. 3 oz.	.17	.16	.16	.17	.16	.18	.19	.19	.19	.19	.20	.21	.24	.20
Tastewell	Standard	1 lb. 3 oz.	.17	.16	.16	.17	.16	.18	.19	.19	.19	.19	.20	.21	.24	.20
Tastewell	Standard	1 lb. 12 oz.	.21	.20	.20	.21	.20	.22	.23	.23	.23	.23	.25	.25	.32	.27
Top Side	Solid pack	1 lb. 3 oz.	.26	.25	.25	.27	.25	.27	.28	.28	.28	.28	.29	.29	.34	.30
Vallejo	Standard	1 lb. 12 oz.	.22	.21	.21	.22	.21	.23	.24	.24	.24	.24	.26	.28	.32	.27
Val Vita	Italian	15½ oz.	.16	.16	.16	.17	.16	.17	.18	.18	.18	.18	.19	.19	.25	.22
Walla Walla Valley	Standard	1 lb. 12 oz.	.21	.19	.19	.21	.20	.22	.23	.23	.23	.24	.25	.25	.32	.27
Washington	Ex. standard	No. 2½	.21	.20	.20	.21	.20	.22	.23	.23	.23	.24	.25	.26	.31	.26
Yalo	Standard	1 lb. 3 oz.	.18	.17	.17	.18	.17	.18	.20	.20	.20	.20	.20	.21	.25	.21
Yalo	Standard	1 lb. 12 oz.	.22	.21	.21	.22	.22	.22	.23	.23	.23	.24	.26	.26	.30	.26
Zuyder Zee	Standard	1 lb. 12 oz.	.22	.21	.21	.22	.21	.23	.24	.24	.24	.24	.26	.28	.32	.27
Tomatoes—Glass:																
Amocat		1 lb. 3 oz.	.22	.21	.21	.23	.22	.23	.25	.25	.25	.26	.29	.32	.35	.28
Our Value	Standard	1 lb. 12 oz.	.22	.20	.20	.22	.21	.23	.24	.24	.24	.25	.27	.29	.33	.27

[Paragraph (o), Table XV added by Am. 15, 8 F.R. 16986, effective 12–13–43; amended by Am. 19, 9 F.R. 1715, effective 2–18–44 and Am. 26, 9 F.R. 7523, effective 7–10–44; headnote amended by Am. 21, 9 F.R. 2409, effective 3–6–44]

(p) *Table XVI: Maximum prices per pound for reindeer meat.*

	Wholesale f. o. b. range	Retail
Whole adult #1 carcass	$0.16	$0.26
Split adult #1 carcass (halves)	.17	.27
Hind quarters and halves—adult #1 carcasses		.36
Front quarters and halves—adult #1 carcasses		.23
Stewing meat		.28
Shoulder roast		.31
Rib chops		.33
Loin chops		.41
Round steak		.42
Leg roast		.38

[Paragraph (p), Table XVI added by Am. 16, 8 F.R. 16793, effective 12–13–43]

(q) *Table XVII: Maximum retail prices for breakfast cereals.*

Item	Unit	Ketchikan	Wrangell, Petersburg	Juneau, Douglas	Skagway, Haines	Sitka	Cordova, Valdez, Seward	Kodiak	Anchorage	Palmer and points on Alaska R. R. north of Anchorage and south of Curry	Curry and points on Alaska R. R. north of Curry to and including Fairbanks	Nome
Albers:												
Corn Flakes	6 oz.	$0.11	$0.11	$0.12	$0.12	$0.12	$0.14	$0.15	$0.09	$0.09	$0.11	$0.18
Corn Flakes	11 oz.	.19	.19	.20	.20	.20	.22	.23	.15	.15	.17	.28
Farina	14 oz.	.15	.15	.15	.15	.15	.17	.17	.15	.19	.20	.18
Farina	28 oz.	.28	.28	.28	.28	.29	.31	.31	.33	.34	.36	.34
Farina	4.9 lbs.	.37	.37	.39	.40	.40	.41	.42	.47	.49	.57	.47
Farina	9.8 lbs.	.71	.72	.73	.75	.75	.82	.84	.88	.92	1.08	.95
Hominy Grits	20 oz.	.15	.15	.16	.16	.16	.17	.17	.18	.18	.21	.19
Oatmeal, Steel Cut	20 oz.	.19	.19	.20	.20	.20	.21	.21	.22	.23	.26	.22
Pearls of Wheat	28 oz.	.27	.27	.27	.28	.28	.30	.31	.32	.33	.35	.33
Rolled Oats	20 oz.	.20	.20	.20	.20	.21	.22	.23	.20	.21	.24	.25
Rolled Oats, Prem China	3 lbs.	.49	.49	.49	.49	.50	.54	.55	.52	.53	.60	.62
Rolled Oats, Prem Crystal	3 lbs.	.45	.45	.46	.46	.46	.50	.51	.48	.46	.55	.60
Rolled Oats, No Prem	3 lbs.	.40	.40	.41	.41	.42	.46	.47	.43	.44	.50	.55
Rolled Oats	9 lbs.	.72	.72	.74	.74	.74	.80	.81	.90	.92	.98	.85
Rolled Wheat	16 oz.	.20	.20	.21	.21	.21	.22	.23	.20	.20	.23	.27
Rolled Wheat, Prem China	40 oz.	.58	.57	.59	.59	.60	.64	.65	.61	.62	.65	.73
Rolled Wheat, No Prem	40 oz.	.45	.42	.45	.45	.45	.49	.50	.44	.44	.50	.58
Centennial: Gervita	28 oz.	.31	.31	.31	.31	.32	.33	.34	.38	.39	.43	.35
Cream of Wheat	(14 oz.	.20	.20	.20	.20	.21	.21	.21	.22	.22	.24	.23
	(28 oz.	.33	.33	.33	.33	.33	.35	.35	.35	.36	.40	.38
Dinamite:												
Blue Label	1½ lbs.	.30	.30	.30	.30	.30	.33	.33	.31	.31	.35	.34
Blue Label	3 lbs.	.47	.47	.48	.48	.48	.50	.51	.53	.54	.60	.55
Red Label	1¾ lbs.	.32	.32	.32	.32	.32	.35	.35	.31	.31	.35	.40
Red Label	2½ lbs.	.47	.47	.48	.48	.48	.50	.51	.53	.54	.60	.55
Ener-G	26 oz.	.33	.33	.34	.34	.34	.36	.36	.36	.37	.40	.40
Fisher's:												
Farina	2 lbs.	.22	.22	.23	.23	.23	.24	.25	.26	.27	.31	.29
Farina	4.9 lbs.	.40	.40	.40	.41	.41	.44	.45	.51	.53	.60	.48
Farina	9.8 lbs.	.77	.77	.79	.80	.80	.87	.88	.97	1.00	1.15	.97
Zing Wht. Germ	20 oz.	.32	.31	.32	.32	.32	.33	.33	.35	.35	.39	.35
Zoom	20 oz.	.32	.32	.33	.33	.33	.34	.34	.35	.35	.39	.37
Cracked Wheat	2 lbs.	.22	.22	.23	.22	.22	.24	.25	.27	.27	.31	.28
Gold Medal:												
Cheer-i-oats	7 oz.	.20	.20	.21	.21	.21	.23	.24	.18	.18	.20	.28
Kix	7 oz.	.20	.20	.21	.21	.21	.23	.24	.18	.18	.20	.28
Wheaties	8 oz.	.19	.20	.20	.21	.21	.22	.23	.18	.18	.20	.27
Heinz: Rice Flakes	6¾ oz.	.18	.18	.18	.18	.18	.20	.21	.15	.15	.17	.22
H-O Rolled Oats	(1 lb.	.20	.19	.20	.20	.21	.22	.22	.20	.21	.24	.24
	(2 lbs.	.39	.38	.39	.39	.39	.41	.42	.40	.42	.48	.46

(q) *Table XVII: Maximum retail prices for breakfast cereals*—Continued.

Item	Unit	Ketchikan	Wrangell, Petersburg	Juneau, Douglas	Skagway, Haines	Sitka	Cordova, Valdez, Seward	Kodiak	Anchorage	Palmer and points on Alaska R. R. north of Anchorage and south of Curry	Curry and points on Alaska R. R. north of Curry to and including Fairbanks	Nome
Kellogg's:												
All Bran	10 oz.	$0.19	$0.19	$0.20	$0.20	$0.20	$0.21	$0.21	$0.18	$0.18	$0.20	$0.23
All Bran	16 oz.	.30	.30	.30	.31	.31	.33	.33	.29	.29	.31	.37
Bran Flakes	8 oz.	.16	.15	.16	.16	.16	.18	.19	.15	.15	.18	.23
Bran Flakes	14 oz.	.23	.23	.24	.25	.25	.27	.27	.22	.22	.25	.31
Corn Flakes	6 oz.	.12	.12	.12	.12	.12	.14	.15	.09	.10	.11	.18
Corn Flakes	11 oz.	.19	.19	.20	.20	.20	.23	.24	.16	.16	.18	.30
Corn Flakes	18 oz.	.27	.27	.29	.29	.29	.34	.36	.21	.21	.25	.40
Krumbles	9 oz.	.18	.18	.19	.19	.19	.20	.20	.18	.18	.20	.23
Pep	8 oz.	.19	.19	.19	.19	.19	.22	.23	.17	.17	.18	.25
Rice Krispies	8 oz.	.19	.18	.19	.19	.19	.20	.21	.18	.18	.19	.24
Shredded Wheat	5⅓ oz.	.20	.20	.21	.21	.21	.23	.24	.17	.18	.20	.28
Variety Pack	12 oz.	.37	.36	.38	.38	.38	.40	.42	.33	.33	.36	.50
Wheat Krispies	10 oz.	.20	.20	.21	.21	.21	.23	.24	.18	.18	.20	.29
Malt-o-meal	8 oz.	.32	.32	.33	.33	.33	.34	.35	.35	.35	.40	.38
Mother's:	26 oz.											
Rolled Oats, no prem	3 lbs.	.41	.41	.42	.42	.42	.46	.47	.43	.45	.53	.55
Rolled Oats, prem. chins	3 lbs.	.49	.49	.49	.49	.49	.54	.55	.52	.53	.60	.62
N. B. C.:												
Shredded Wheat	12 oz.	.20	.20	.21	.21	.21	.24	.25	.18	.18	.20	.30
Shreddies	12 oz.	.17	.17	.18	.18	.18	.18	.18	.20	.20	.22	.19
Post's:												
Assorted Tens		.37	.36	.38	.38	.38	.40	.42	.33	.33	.36	.50
Bran Flakes	8 oz.	.16	.15	.16	.16	.16	.18	.19	.15	.15	.18	.23
Bran Flakes	14 oz.	.23	.23	.24	.25	.25	.27	.27	.22	.22	.25	.32
Grape Nuts	12 oz.	.20	.20	.20	.20	.20	.21	.21	.20	.21	.23	.23
Grape Nut Flakes	7 oz.	.17	.17	.17	.18	.18	.19	.20	.15	.15	.18	.23
Grape Nut Flakes	12 oz.	.22	.22	.23	.24	.24	.25	.25	.20	.20	.23	.29
Grape Nut Wheat Meal	16 oz.	.19	.19	.20	.20	.20	.21	.21	.22	.22	.25	.22
Post Toasties	6 oz.	.12	.12	.12	.13	.13	.15	.15	.10	.11	.12	.18
Post Toasties	11 oz.	.19	.18	.20	.21	.21	.23	.24	.15	.15	.17	.29
Post Toasties	18 oz.	.27	.27	.28	.28	.29	.33	.34	.20	.21	.24	.40
Quaker:												
Crackels	7 oz.	.16	.16	.17	.17	.17	.19	.19	.14	.14	.15	.24
Farina	14 oz.	.16	.15	.15	.15	.15	.17	.17	.18	.19	.20	.18
Farina	28 oz.	.29	.29	.29	.29	.30	.31	.31	.33	.34	.36	.34
Hominy Grits	24 oz.	.16	.16	.17	.17	.17	.18	.18	.19	.19	.21	.22
Muffets	10 oz.	.19	.19	.20	.20	.20	.21	.22	.16	.16	.19	.23
Puffed Rice	4⅓ oz.	.20	.20	.21	.21	.21	.23	.24	.17	.17	.19	.27
Puffed Wheat	4 oz.	.18	.18	.19	.19	.20	.22	.23	.16	.16	.18	.25
Rolled Oats, no prem	20 oz.	.20	.20	.20	.20	.21	.22	.23	.20	.21	.23	.25
Rolled Oats, no prem	3 lbs.	.41	.41	.42	.42	.42	.46	.47	.43	.44	.50	.55
Rolled Oats, no prem	3 lbs.	.43	.43	.44	.44	.44	.47	.48	.48	.50	.58	.54
Rolled Oats, Prem Crys Wed												
Ralston:												
Bran	26 oz.	.29	.27	.30	.30	.31	.33	.34	.30	.30	.34	.40
Instant	16 oz.	.30	.30	.30	.31	.31	.32	.33	.33	.34	.36	.33
Shredded Wheat	12 oz.	.20	.20	.21	.21	.21	.22	.23	.20	.21	.23	.26
Whole Wheat	24 oz.	.30	.30	.30	.30	.31	.32	.33	.33	.34	.36	.33
Roman meal	{15 oz.	.25	.24	.25	.25	.25	.26	.26	.27	.27	.30	.28
	{30 oz.	.40	.40	.41	.41	.42	.43	.44	.45	.45	.50	.46
Skinner's: Raisin Bran	10 oz.	.20	.18	.20	.19	.19	.20	.21	.18	.18	.20	.23
Sperry's:												
Rolled Oats	9 lbs.	.72	.72	.74	.74	.74	.80	.81	.90	.92	.98	.85
Wheat Hearts	14 oz.	.20	.20	.20	.20	.20	.21	.22	.22	.22	.24	.22
Wheat Hearts	28 oz.	.32	.32	.33	.33	.33	.34	.35	.35	.35	.40	.36
Wheat Hearts	46 oz.	.47	.47	.48	.48	.48	.50	.51	.54	.55	.62	.54
Wheatena	22 oz.	.33	.32	.32	.32	.32	.33	.34	.35	.35	.40	.35

[Paragraph (q), Table XVII added by Am. 18, 9 F.R. 849, effective 1-27-44]

(r) *Table XVIII: Maximum retail prices for corn meal.*

Item	Unit	Ketchikan	Wrangell, Petersburg	Juneau, Douglas	Skagway, Haines	Sitka	Cordova, Valdez, Seward	Kodiak	Anchorage	Palmer and points on Alaska R. R. north of Anchorage and south of Curry	Curry and points on Alaska R. R. north of Curry to and including Fairbanks	Nome
Albers:												
White or Yellow	20 oz.	$0.16	$0.15	$0.16	$0.16	$0.16	$0.17	$0.18	$0.18	$0.19	$0.22	$0.20
White or Yellow	2½ lbs.	.26	.26	.27	.27	.27	.28	.29	.32	.33	.37	.30
White	5 lbs.	.37	.37	.37	.38	.38	.40	.41	.47	.48	.56	.44
Yellow	5 lbs.	.34	.34	.34	.34	.34	.37	.38	.44	.45	.50	.40
White	10 lbs.	.68	.68	.69	.69	.69	.73	.74	.87	.90	1.05	.82
Yellow	10 lbs.	.61	.61	.62	.63	.63	.68	.69	.80	.84	.97	.75
Fisher's: White or Yellow	2 lbs.	.21	.21	.21	.21	.21	.22	.23	.25	.26	.28	.24
Quaker's: Yellow	10 lbs.	.63	.63	.64	.64	.64	.69	.70	.82	.85	1.00	.77
Sperry's:												
White or Yellow	16 oz.	.14	.14	.15	.15	.15	.16	.17	.17	.18	.20	.19
White or Yellow	3½ lbs.	.32	.32	.32	.33	.33	.35	.35	.40	.40	.46	.38
White	4½ lbs.	.37	.37	.38	.38	.38	.41	.42	.43	.44	.48	.46
Yellow	4½ lbs.	.34	.34	.35	.36	.36	.38	.39	.40	.40	.46	.41
White	9 lbs.	.62	.62	.63	.64	.64	.69	.70	.74	.75	.85	.77
Yellow	9 lbs.	.62	.62	.63	.64	.64	.69	.70	.74	.75	.85	.77

[Paragraph (r), Table XVIII added by Am. 18, 9 F.R. 849, effective 1-27-44]

(s) *Table XIX: Maximum retail prices for bar soap, bleaching waters, cleansers, and soap powders.*

Brand	Size	Ketchikan	Wrangell, Petersburg	Juneau, Douglas	Skagway, Haines	Sitka	Cordova, Valdez, Seward	Kodiak	Anchorage	Palmer	Fairbanks	Nome
Bar soap:												
Big Boy	Regular	$0.06	$0.06	$0.06	$0.06	$0.06	$0.07	$0.07	$0.08	$0.08	$0.09	$0.08
Bokay	Regular	.05	.05	.05	.05	.05	.06	.06	.06	.06	.07	.06
Camay	Regular	.09	.09	.09	.09	.09	.09	.09	.09	.10	.10	.09
Cashmere Bouquet	Regular	.11	.11	.11	.11	.11	.11	.11	.11	.11	.12	.12
Crystal White	Giant family	.07	.07	.07	.07	.07	.07	.08	.08	.08	.09	.08
Crystal White	Toilet regular	.06	.06	.06	.06	.06	.06	.06	.07	.07	.08	.07
Fels Naphtha	Regular	.07	.07	.07	.07	.07	.08	.08	.09	.09	.10	.08
Ivory	Medium	.08	.08	.08	.08	.08	.08	.08	.09	.09	.10	.09
Ivory	Large	.13	.13	.13	.13	.13	.14	.14	.15	.15	.16	.15
Ivory	Guest	.06	.06	.06	.06	.06	.06	.06	.07	.07	.09	.07
Lava	Medium	.08	.08	.08	.08	.08	.08	.08	.09	.09	.09	.09
Lava	Large	.12	.12	.12	.12	.12	.13	.13	.13	.13	.14	.13
Lifebuoy	Regular	.09	.09	.09	.09	.09	.09	.09	.09	.09	.10	.10
Lux	Regular	.09	.09	.09	.09	.09	.09	.09	.09	.10	.10	.10
Moon Rose	Toilet	.05	.05	.06	.06	.06	.06	.06	.06	.06	.07	.06
Palmolive	Regular	.09	.09	.09	.09	.09	.09	.09	.10	.10	.10	.10
Palmolive	Large	.13	.13	.13	.13	.13	.13	.13	.13	.14	.14	.13
P & G	Regular	.05	.06	.06	.06	.06	.06	.06	.07	.07	.08	.06
Swan	Regular	.08	.08	.08	.08	.08	.08	.08	.09	.09	.10	.09
Swan	Large	.13	.13	.13	.13	.13	.14	.14	.15	.15	.16	.15
Sweetheart	Regular	.09	.09	.09	.09	.09	.09	.09	.09	.09	.10	.09
G. P. Tar	Regular	.11	.11	.11	.11	.11	.12	.12	.12	.12	.13	.13
White King	Regular	.06	.06	.06	.06	.06	.07	.07	.07	.07	.07	.07
Woodbury	Regular	.10	.10	.10	.10	.10	.11	.11	.11	.11	.11	.11
Jergens	Regular	.06	.06	.06	.06	.06	.06	.06	.06	.06	.07	.06
Bleaching waters:												
Clorox	Pint	.14	.14	.14	.14	.14	.16	.17	.17	.18	.20	.19
Clorox	Quart	.24	.24	.25	.26	.26	.29	.30	.33	.35	.41	.34
Clorox	½ gallon	.39	.40	.40	.41	.43	.47	.48	.53	.57	.59	.55
Nubora	Quart	.21	.21	.22	.23	.23	.26	.27	.29	.30	.36	.32
Nubora	½ Gallon	.36	.37	.38	.39	.39	.45	.47	.50	.53	.62	.55
Nubora	Gallon	.55	.55	.58	.59	.60	.68	.70	.78	.81	.98	.81
Purex	Quart	.23	.23	.23	.24	.24	.27	.28	.30	.31	.36	.32
Purex	½ gallon	.39	.40	.41	.41	.43	.47	.48	.53	.56	.65	.55
Purex	Gallon	.69	.70	.71	.73	.74	.83	.84	.96	1.00	1.19	.91
Cleansers:												
Babo	14 oz. can	.16	.16	.16	.16	.16	.17	.17	.18	.19	.20	.18
Bon Ami	Cake 9½ oz.	.14	.14	.14	.14	.14	.15	.15	.16	.16	.17	.16
Bon Ami Powder	12 oz. pkg.	.17	.17	.17	.17	.17	.18	.18	.20	.20	.22	.19
Borax	10 oz. pkg.	.19	.19	.19	.19	.19	.20	.20	.22	.22	.24	.21
Cameo (refills)	14 oz. tin	.11	.11	.11	.12	.12	.13	.13	.14	.14	.16	.14
Drano	12 oz. can	.27	.27	.27	.27	.27	.28	.28	.29	.30	.31	.30
Gold Dust	17 oz. pkg.	.08	.08	.08	.09	.09	.09	.10	.11	.11	.13	.11
Insto	8 oz. tin	.25	.25	.25	.25	.25	.26	.26	.26	.27	.28	.28
Sani-Flush	10 oz. tin	.12	.12	.12	.12	.12	.13	.13	.14	.14	.15	.14
Sani-Flush	22 oz. tin	.27	.27	.27	.27	.27	.29	.29	.31	.32	.35	.31
Sapolio	10 oz. cake	.13	.13	.13	.13	.13	.14	.14	.14	.14	.15	.14
Soil-Off	Quart glass	.60	.60	.61	.61	.61	.66	.66	.68	.70	.75	.72
Soil-Off	½ gallon	1.00	1.01	1.02	1.03	1.03	1.08	1.10	1.15	1.18	1.28	1.18
Sunbrite	Pkg.	.08	.08	.08	.08	.08	.09	.09	.10	.10	.13	.11
Soap powders:												
Dash	36 oz. med	.35	.36	.36	.36	.37	.38	.39	.40	.41	.45	.42
Dash	Giant	.70	.71	.71	.73	.73	.77	.78	.81	.82	.88	.84
Duz	Small	.13	.13	.13	.14	.14	.15	.15	.15	.15	.17	.16
Duz	Large	.34	.34	.34	.35	.35	.37	.37	.36	.37	.40	.41
Duz	Giant	.89	.90	.90	.92	.92	.99	1.00	.97	.98	1.05	1.10
Fels Naphtha	21-oz.	.28	.28	.28	.29	.29	.31	.31	.33	.34	.36	.32
Ivory Snow or Flakes	5 oz.	.13	.13	.13	.14	.14	.14	.15	.14	.14	.14	.16
Ivory Snow or Flakes	12½ oz.	.33	.34	.34	.34	.34	.37	.37	.34	.34	.35	.40
Lux	5 oz.	.13	.14	.14	.14	.14	.15	.16	.14	.14	.15	.17
Lux	12½ oz.	.32	.33	.33	.33	.33	.35	.35	.34	.34	.36	.37
Moon Rose	12½ oz.	.24	.24	.24	.25	.25	.27	.28	.25	.25	.27	.30
Nubora	Large	.27	.28	.28	.29	.29	.31	.32	.29	.30	.30	.35
Nubora	Giant	.65	.66	.66	.67	.67	.72	.74	.75	.77	.82	.91
Oxydol	Small	.13	.13	.13	.14	.14	.15	.15	.15	.15	.15	.16
Oxydol	Large	.33	.34	.34	.35	.35	.37	.38	.36	.37	.40	.41
Oxydol	Giant	.88	.89	.90	.90	.91	.98	1.00	.97	1.00	1.05	1.08
Super-Suds	Large	.34	.34	.34	.35	.35	.37	.38	.37	.38	.40	.41
Super-Suds	Giant	.89	.90	.90	.92	.92	.99	1.00	.98	1.00	1.07	1.09
Rinso	Small	.13	.13	.13	.14	.14	.15	.15	.14	.15	.16	.16
Rinso	Large	.33	.34	.34	.35	.35	.37	.37	.36	.37	.39	.41
Rinso	Giant	.88	.89	.90	.91	.91	.98	1.00	.97	.99	1.05	1.08
Washrite	Large	.25	.26	.26	.26	.27	.29	.30	.29	.29	.32	.33
White King	22 oz.	.34	.35	.35	.36	.36	.38	.39	.38	.39	.41	.42
White King	28 oz.	.42	.42	.43	.43	.44	.46	.46	.47	.48	.51	.50
White King	Giant	.65	.66	.66	.67	.67	.70	.71	.73	.74	.80	.76

[Paragraph (s), Table XIX added by Am. 18, 9 F.R. 849, effective 1-27-44]

(t) TABLE XX: *Maximum retail prices for coffee.*

Coffee	Ketchikan	Petersburg, Wrangell	Juneau, Douglas	Skagway, Haines	Sitka	Cordova	Valdez	Seward	Kodiak	Anchorage	Palmer	Pts. on Alaska R. R. north of Anchorage and south of Curry	Curry and all points on Alaska R. R. north of Curry and south of Fairbanks	Fairbanks	Nome
Amocat, 1-lb. bag	$0.35	$0.35	$0.36	$0.36	0.36	$0.38	$0.38	$0.38	$0.38	$0.36	$0.37	$0.37	$0.38	$0.38	$0.41
Bliss, 1-lb. tin	.40	.40	.40	.41	.41	.42	.42	.42	.43	.42	.43	.43	.44	.44	.46
Chase & Sanborn, 1-lb. bag	.37	.37	.37	.38	.38	.40	.40	.40	.40	.39	.39	.39	.40	.40	.43
Chase & Sanborn, 1-lb. tin	.39	.39	.40	.40	.41	.42	.42	.42	.42	.42	.42	.42	.44	.44	.45
Chase & Sanborn, 2-lb. tin	.77	.77	.79	.79	.81	.83	.83	.83	.83	.83	.83	.83	.87	.87	.89
Crescent, 1-lb. bag	.36	.36	.36	.36	.36	.38	.38	.38	.38	.38	.38	.38	.40	.40	.40
Crescent, 1-lb. glass	.39	.39	.39	.40	.40	.42	.42	.42	.42	.42	.42	.43	.46	.46	.46
Empress, 2-lb. glass	.76	.77	.77	.78	.79	.83	.83	.83	.84	.82	.83	.83	.88	.88	.91
Folger's, 1-lb. glass	.38	.38	.39	.39	.39	.41	.42	.41	.42	.41	.42	.42	.44	.44	.46
Folger's, 2-lb. glass	.75	.75	.77	.77	.77	.81	.83	.81	.83	.81	.83	.83	.87	.87	.91
Gold Shield, 1-lb. bag	.37	.37	.38	.38	.38	.40	.40	.40	.40	.38	.39	.39	.40	.40	.43
Hill's Bros., 1-lb. tin	.39	.39	.39	.39	.39	.41	.41	.41	.41	.41	.41	.41	.43	.43	.44
Hill's Bros., 1-lb. glass	.40	.40	.40	.41	.41	.43	.43	.43	.43	.43	.44	.44	.46	.46	.47
Hill's Bros., 2-lb. tin	.77	.77	.77	.77	.77	.81	.81	.81	.81	.81	.81	.81	.85	.85	.87
Hill's Bros., 2-lb. glass	.79	.79	.79	.81	.81	.85	.85	.85	.85	.85	.87	.87	.91	.91	.93
I. G. A., 1-lb. glass	.38	.38	.39	.39	.39	.41	.42	.41	.42	.41	.42	.42	.44	.44	.46
Maxwell House, 1-lb. glass	.41	.41	.41	.41	.42	.44	.44	.44	.44	.44	.44	.44	.46	.46	.48
Maxwell House, 2-lb. glass	.81	.81	.81	.81	.83	.87	.87	.87	.87	.87	.87	.87	.91	.91	.95
M. J. B., 1-lb. glass	.39	.39	.39	.40	.40	.42	.42	.42	.43	.42	.43	.43	.45	.45	.46
Opeka, 1-lb. tin	.40	.40	.41	.41	.41	.43	.43	.43	.43	.43	.43	.43	.45	.45	.46
Par, 2-lb. glass	.77	.77	.78	.78	.79	.83	.83	.83	.84	.82	.84	.84	.88	.88	.92
Reliance, 1-lb. glass	.38	.39	.39	.39	.40	.42	.42	.42	.42	.41	.42	.42	.44	.44	.46
Reliance, 2-lb. glass	.75	.77	.77	.77	.79	.83	.83	.83	.83	.81	.83	.83	.87	.87	.91
S & W, 1-lb. glass	.37	.37	.38	.38	.38	.40	.40	.40	.41	.40	.41	.41	.43	.43	.44
Schillings, 1-lb. glass	.38	.38	.38	.38	.39	.40	.40	.40	.40	.41	.42	.42	.44	.44	.43
Schillings, 2-lb. glass	.75	.75	.75	.75	.77	.79	.79	.79	.79	.81	.83	.83	.87	.87	.85
Decaffeinated Coffee															
Kaffee Hag, 1-lb. tin	.50	.50	.51	.51	.51	.54	.54	.54	.54	.52	.53	.53	.55	.55	.59
Kaffee Hag, 1-lb. glass	.49	.49	.50	.50	.50	.53	.53	.53	.53	.52	.53	.53	.56	.56	.58
Sanka, 1-lb tin	.51	.52	.52	.52	.53	.55	.55	.55	.56	.53	.54	.54	.56	.56	.60
Sanka, 1-lb. glass	.51	.51	.51	.52	.52	.55	.55	.55	.55	.54	.55	.55	.57	.57	.60

[Paragraph (t), Table XX added by Am. 20, 9 F.R. 2035, effective 2-25-44]

(u) *Table XXI: Maximum retail prices for rice, barley, dried peas and dried beans.*

Item	Unit	Ketchikan	Wrangell-Petersburg	Juneau-Douglas	Skagway-Haines	Sitka	Cordova-Valdez-Seward	Kodiak	Anchorage	Palmer and points on Alaska R. R. north of Anchorage and south of Curry	Curry and points on Alaska R. R. north of Curry to and including Fairbanks	Nome
Rice:												
Brown—Unpolished	1#-bulk [1]	$0.14	$0.14	$0.14	$0.14	$0.14	$0.15	$0.15	$0.16	$0.16	$0.17	$0.16
Blue Rose—Fancy	1#-bulk	.13	.13	.13	.13	.13	.14	.14	.15	.15	.16	.15
Patna long head and Happy Home long grain	1#-bulk	.15	.15	.15	.15	.15	.16	.16	.17	.17	.18	.17
Calady—Extra fancy	1#-bulk	.13	.13	.13	.13	.13	.14	.14	.14	.14	.15	.15
California Pearl—Fancy	1#-bulk	.12	.12	.12	.13	.13	.13	.14	.14	.14	.15	.14
Broken	1#-bulk	.11	.11	.11	.11	.11	.12	.12	.12	.13	.13	.13
Rosenburg Co.—Lot 820	1#-bulk	.11	.11	.12	.12	.12	.12	.13	.13	.13	.14	.13
Looking glass:												
Brown	1#-cello	.16	.16	.16	.16	.17	.18	.18	.19	.20	.22	.19
Brown	2#-cello	.31	.31	.31	.31	.32	.34	.34	.37	.38	.42	.37
Cal. pearl	1#-cello	.14	.14	.14	.14	.14	.15	.15	.17	.17	.19	.16
Cal. pearl	2#-cello	.26	.26	.26	.27	.27	.29	.29	.32	.33	.36	.31
Cal. pearl	3#-cello	.37	.38	.38	.39	.39	.41	.41	.45	.46	.51	.43
M. J. B.—Long grain	2#-ctn	.33	.33	.33	.33	.33	.35	.35	.38	.38	.42	.38
Reliance:												
Brown	1#-cello	.16	.16	.16	.16	.16	.17	.17	.19	.19	.21	.19
Brown	2#-cello	.30	.30	.31	.31	.31	.33	.33	.36	.37	.40	.36
Blue rose	2#-cello	.30	.30	.30	.30	.30	.32	.32	.34	.35	.39	.35
S & W:												
Brown	1#-ctn	.19	.19	.19	.19	.19	.20	.20	.22	.22	.24	.22
Brown	2#-ctn	.36	.36	.36	.37	.37	.39	.39	.41	.42	.46	.42
Southern long grain	1#-ctn	.21	.21	.21	.21	.21	.22	.22	.23	.24	.25	.23
Southern long grain	2#-ctn	.40	.40	.40	.40	.40	.42	.42	.45	.46	.49	.44
Southern long grain	4#-ctn	.79	.79	.80	.80	.80	.83	.84	.90	.92	.98	.88
Barley:												
Pearl Barley	1#-bulk [1]	.11	.11	.11	.11	.11	.12	.12	.13	.13	.14	.13
Alber's—Pearl	1#-cello	.16	.16	.16	.16	.16	.17	.17	.19	.19	.21	.19
Amocat—Pearl	1#-ctn	.14	.14	.14	.14	.14	.15	.15	.16	.17	.18	.16
Looking Glass:												
Pearl	1#-cello	.13	.13	.13	.13	.13	.14	.14	.16	.16	.18	.16
Pearl	2#-cello	.24	.24	.24	.24	.25	.27	.27	.30	.31	.35	.29
Quaker—Scotch	1#-pkg	.17	.17	.17	.17	.17	.18	.18	.20	.20	.22	.20
Reliance—Pearl	1#-cello	.12	.12	.12	.12	.12	.13	.13	.14	.15	.16	.14
Washburn—Pearl	1#-cello	.14	.14	.14	.14	.15	.16	.16	.17	.18	.20	.17
Dried Peas:												
Yellow, whole	1#-bulk	.12	.12	.12	.12	.12	.13	.13	.14	.14	.15	.13
Yellow, split	1#-bulk	.13	.13	.13	.13	.13	.14	.14	.15	.15	.16	.15
Green, whole	1#-bulk	.13	.13	.13	.13	.13	.14	.14	.15	.15	.16	.15
Green, split	1#-bulk	.14	.14	.14	.14	.14	.15	.15	.16	.16	.17	.16
Amocat—Yellow, split	1#-cello	.14	.14	.15	.15	.15	.16	.16	.17	.17	.19	.17
Looking glass:												
Yellow, whole	1#-cello	.15	.15	.15	.15	.15	.16	.16	.18	.18	.20	.18
Yellow, whole	2#-cello	.28	.28	.29	.29	.29	.31	.31	.34	.35	.39	.34
Yellow, split	1#-cello	.15	.15	.15	.15	.15	.16	.16	.18	.18	.20	.18
Yellow, split	2#-cello	.29	.29	.29	.29	.29	.31	.31	.35	.36	.39	.34
Green, whole	1#-cello	.14	.14	.15	.15	.15	.16	.16	.17	.18	.20	.17

[1] One cent per package may be added to the bulk price if the retailer packages and sells the item in a cellophane bag.

(u) *Table XXI: Maximum retail prices for rice, barley, dried peas and dried beans*—Continued.

Item	Unit	Ketchikan	Wrangell-Petersburg	Juneau-Douglas	Skagway-Haines	Sitka	Cordova-Valdez-Seward	Kodiak	Anchorage	Palmer and points on Alaska R. R. north of Anchorage and south of Curry	Curry and points on Alaska R. R. north of Curry to and including Fairbanks	Nome
Dried Peas—Con.												
Looking glass—Con.												
Green, whole	2#-cello	$0.27	$0.27	$0.28	$0.28	$0.28	$0.30	$0.30	$0.33	$0.34	$0.36	$0.33
Green, split	1#-cello	.16	.16	.16	.16	.16	.17	.17	.19	.19	.21	.18
Green, split	2#-cello	.30	.30	.30	.30	.30	.33	.33	.36	.37	.40	.35
Reliance:												
Yellow, whole	1#-cello	.14	.14	.14	.14	.14	.15	.15	.16	.17	.18	.16
Yellow, whole	2#-cello	.26	.26	.26	.27	.27	.29	.29	.31	.32	.35	.31
Yellow, split	1#-cello	.15	.15	.15	.15	.15	.16	.16	.17	.18	.20	.17
Yellow, split	2#-cello	.28	.28	.29	.29	.29	.31	.31	.33	.34	.37	.33
Green, whole	1#-cello	.15	.15	.15	.15	.15	.16	.16	.17	.18	.20	.17
Green, whole	2#-cello	.29	.29	.29	.30	.30	.31	.32	.33	.35	.38	.33
Green, split	1#-cello	.16	.16	.16	.16	.16	.17	.17	.18	.19	.20	.18
Green, split	2#-cello	.30	.31	.31	.31	.31	.33	.33	.35	.36	.40	.35
Triad (Trinidad):												
Yellow, split	2#-cello	.33	.34	.34	.34	.34	.36	.36	.39	.39	.43	.39
Green, split	1#-cello	.18	.18	.18	.18	.18	.19	.19	.20	.21	.23	.20
Green, split	2#-cello	.35	.35	.35	.35	.35	.37	.38	.40	.41	.44	.40
Washburn:												
Yellow, whole	1#-cello	.15	.15	.15	.15	.15	.16	.16	.18	.18	.20	.18
Yellow, split	1#-cello	.16	.16	.17	.17	.17	.18	.18	.20	.20	.22	.18
Green, whole	1#-cello	.16	.16	.16	.16	.16	.17	.17	.19	.19	.21	.19
Green, split	1#-cello	.18	.18	.18	.18	.18	.19	.19	.21	.21	.23	.21
Dried beans:												
Soya	1#-bulk [1]	.12	.12	.12	.12	.12	.13	.13	.14	.14	.15	.14
Small white	1#-bulk	.12	.12	.12	.12	.12	.13	.13	.14	.14	.15	.14
Red Mexican	1#-bulk	.12	.12	.12	.12	.12	.13	.13	.14	.14	.15	.14
Pink	1#-bulk	.12	.12	.12	.12	.12	.13	.13	.14	.14	.15	.14
Idaho red	1#-bulk	.12	.12	.12	.12	.12	.13	.13	.14	.14	.15	.14
Idaho Great Northern, large white	1#-bulk	.12	.12	.12	.12	.12	.13	.13	.14	.14	.15	.14
Bayo	1#-bulk	.12	.12	.12	.12	.12	.13	.13	.14	.14	.15	.14
Blackeye	1#-bulk	.12	.12	.12	.12	.12	.13	.13	.14	.14	.15	.14
Pinto	1#-bulk	.12	.12	.12	.12	.12	.13	.13	.14	.14	.15	.14
Cranberry	1#-bulk	.13	.13	.13	.13	.13	.14	.14	.15	.15	.15	.15
Red kidney	1#-bulk	.13	.13	.13	.13	.13	.14	.14	.15	.15	.16	.15
Baby Limas	1#-bulk	.14	.14	.14	.14	.14	.15	.15	.15	.16	.16	.16
Large Limas	1#-bulk	.16	.16	.16	.16	.16	.17	.17	.18	.18	.19	.18
Looking glass:												
Small white	1#-cello	.13	.13	.14	.14	.14	.15	.15	.16	.17	.19	.16
Small white	2#-cello	.25	.26	.26	.26	.26	.28	.28	.32	.32	.36	.31
Small white	3#-cello	.36	.37	.37	.37	.37	.40	.40	.44	.45	.50	.44
Red	1#-cello	.13	.13	.14	.14	.14	.15	.15	.16	.17	.19	.16
Red	2#-cello	.25	.26	.26	.26	.26	.28	.28	.32	.32	.36	.31
Red	3#-cello	.36	.37	.37	.37	.37	.40	.40	.44	.45	.50	.44
Gr. Northern	1#-cello	.14	.14	.14	.14	.14	.15	.15	.17	.17	.19	.16
Gr. Northern	2#-cello	.26	.26	.26	.26	.27	.29	.29	.32	.33	.37	.31
Large limas	1#-cello	.17	.17	.18	.18	.18	.19	.19	.20	.21	.22	.20
Large limas	2#-cello	.33	.33	.33	.34	.34	.36	.36	.39	.40	.43	.39
Large limas	3#-cello	.47	.47	.48	.48	.51	.52	.53	.56	.57	.62	.56
Baby limas	1#-cello	.15	.15	.15	.16	.16	.17	.17	.18	.19	.21	.18
Baby limas	2#-cello	.29	.29	.30	.30	.30	.32	.32	.35	.36	.40	.35
Reliance:												
Soy	1#-cello	.14	.14	.14	.14	.14	.15	.15	.17	.17	.18	.17
Soy	2#-cello	.27	.27	.27	.27	.27	.29	.29	.32	.33	.36	.32
Small white	1#-cello	.14	.14	.14	.14	.14	.15	.15	.16	.17	.18	.17
Small white	2#-cello	.26	.26	.27	.27	.27	.29	.29	.31	.32	.36	.32
Small white	3#-cello	.38	.38	.38	.39	.39	.42	.42	.45	.46	.51	.46
Idaho red	1#-cello	.14	.14	.14	.14	.14	.15	.15	.16	.17	.18	.17
Idaho red	2#-cello	.26	.27	.27	.27	.27	.29	.29	.31	.32	.36	.32
Gr. Northern large white	1#-cello	.14	.14	.14	.14	.14	.15	.15	.16	.17	.18	.17
Gr. Northern large white	2#-cello	.26	.26	.27	.27	.27	.29	.29	.31	.32	.36	.32
Gr. Northern large white	3#-cello	.38	.38	.38	.39	.39	.42	.42	.45	.46	.51	.46
Baby limas	1#-cello	.16	.16	.16	.16	.16	.17	.17	.19	.19	.21	.19
Baby limas	2#-cello	.31	.31	.31	.31	.31	.33	.33	.36	.37	.40	.36
Blue seaside, large limas	1#-cello	.18	.18	.18	.18	.18	.19	.19	.20	.21	.23	.20
Blue seaside, large limas	2#-cello	.34	.34	.34	.35	.35	.36	.36	.39	.40	.43	.39
Triad (Trinidad):												
Small white	1#-cello	.16	.16	.16	.17	.17	.17	.18	.19	.19	.21	.19
Small white	2#-cello	.31	.31	.31	.32	.32	.33	.35	.37	.37	.41	.37
Red Mexican	1#-cello	.17	.17	.17	.17	.17	.18	.18	.19	.20	.22	.19
Red Mexican	2#-cello	.32	.32	.33	.33	.33	.35	.35	.37	.38	.42	.37
Pink	1#-cello	.16	.17	.17	.17	.17	.18	.18	.19	.20	.22	.19
Pink	2#-cello	.32	.32	.33	.33	.33	.34	.35	.37	.38	.42	.37
Cal. reds	2#-cello	.32	.32	.32	.33	.33	.34	.35	.37	.37	.43	.37
Gr. Northern	1#-cello	.17	.17	.17	.17	.17	.18	.18	.19	.20	.22	.19
Gr. Northern	2#-cello	.32	.32	.33	.33	.33	.35	.35	.37	.38	.42	.37
Bayo	1#-cello	.17	.17	.17	.17	.17	.18	.18	.19	.20	.22	.19
Blackeye	1#-cello	.17	.17	.17	.17	.17	.18	.18	.19	.20	.22	.19
Blackeye	2#-cello	.32	.32	.33	.33	.33	.35	.35	.37	.38	.42	.37
Pinto	1#-cello	.16	.17	.17	.17	.17	.18	.18	.19	.20	.21	.19
Pinto	2#-cello	.31	.32	.33	.33	.33	.35	.35	.37	.39	.42	.37
Cranberry	2#-cello	.34	.34	.34	.35	.35	.36	.37	.39	.40	.43	.39
Red kidney	2#-cello	.34	.34	.34	.34	.34	.36	.36	.39	.40	.43	.39
Baby limas	1#-cello	.18	.18	.18	.18	.18	.20	.20	.21	.22	.23	.21
Baby limas	2#-cello	.35	.35	.35	.36	.36	.37	.37	.40	.41	.44	.40
Large limas	1#-cello	.20	.20	.20	.21	.21	.22	.22	.23	.24	.25	.23
Large limas	2#-cello	.40	.40	.40	.40	.40	.43	.43	.45	.46	.48	.45
Large limas	3#-cello	.60	.60	.60	.60	.60	.65	.65	.67	.69	.72	.67
Washburn:												
Pink	1#-cello	.17	.17	.17	.17	.17	.18	.18	.19	.20	.22	.20
Idaho red	1#-pkg	.17	.17	.17	.17	.17	.18	.18	.20	.20	.22	.20
Great Northern	1#-pkg	.17	.17	.17	.17	.17	.18	.18	.20	.20	.22	.20
Blackeye	1#-pkg	.17	.17	.17	.17	.17	.18	.18	.20	.20	.22	.20
Pinto	1#-pkg	.17	.17	.17	.17	.17	.18	.18	.20	.20	.22	.20
Red kidney	1#-cello	.18	.18	.18	.18	.18	.19	.19	.21	.21	.23	.21
Baby limas	1#-pkg	.18	.18	.19	.19	.20	.20	.21	.22	.22	.24	.21
Large limas	1#-pkg	.21	.21	.21	.21	.21	.22	.22	.23	.24	.26	.24
California pea	1#-pkg	.17	.17	.17	.17	.17	.18	.18	.19	.20	.22	.20

[Paragraph (u), Table XXI added by Am. 20, 9 F.R. 2035, effective 2-25-44]

(v) *Table XXII: Maximum prices for packaged distilled spirits and wines*—(1) *Definitions.* The definitions of the commodities and terms descriptive thereof used in this table shall be those set forth in Regulation No. 4 Relating to the Labeling and Advertising of Wine, and to Regulation No. 5 Relating to the Labeling and Advertising of Distilled Spirits, issued under the provisions of the Federal Alcohol Administration Act, as amended.

(2) *Sales slips and receipts.* The sales slip or receipt given to the purchaser in accordance with § 1418.358 (c) of this regulation shall show, in addition, the brand name, container size, type and proof of each item sold.

(3) Maximum prices. The maximum retail prices for packaged distilled spirits and wines shall be:

[NOTE: The prices shown in this table include the increase in Federal excise taxes in effect on April 1, 1944]

Brand	Proof	Bottle size	Zone 1[1]	Zone 2[2]	Zone 3[3]	Zone 4[4]	Zone 5[5]	Zone 6[6]
			Prices per bottle					
BRANDY								
Aristocrat	84	Fifth	$4.65	$4.65	$4.75	$4.70	$4.70	$4.80
Aristocrat	84	Pint	2.90	2.90	2.95	2.95	2.95	3.00
Austin & Nichols—Portugal	84	Fifth	6.75	6.85	7.00	6.90	6.95	7.05
Barros—Portugal	84	Fifth	6.00	6.10	6.25	6.15	6.20	6.30
Casa Lobo	84	Fifth	4.70	4.75	4.90	4.80	4.85	4.90
Casa Lobo	84	Pint	2.90	2.90	3.00	2.95	2.95	3.05
Christian Brothers	84	Fifth	4.80	4.85	4.95	4.90	4.90	5.00
Coronet V. S. Q	84	Fifth	4.60	4.70	4.75	4.70	4.75	4.80
Coronet V. S. Q	84	Pint	2.85	2.90	2.95	2.95	2.95	3.00
DeKuyper:								
Apricot	70	Fifth	3.80	3.80	3.90	3.85	3.85	3.95
Blackberry	70	Fifth	3.80	3.80	3.90	3.85	3.85	3.95
Cherry	70	Fifth	3.80	3.80	3.90	3.85	3.85	3.95
Don Mariano	84	Fifth	3.70	3.75	3.80	3.80	3.80	3.90
Don Mariano	84	Pint	2.25	2.30	2.35	2.35	2.40	2.40
Hildick's—Apple	84	Fifth	4.55	4.60	4.70	4.65	4.65	4.75
J. Bavet	84	Fifth	4.80	4.85	4.95	4.85	4.90	4.95
J. Bavet	84	Tenth	2.50	2.50	2.55	2.55	2.55	2.60
J. Bavet	84	One-half pint	1.50	1.50	1.55	1.50	1.55	1.55
Kirchwasser—Cherry	96	Fifth	5.85	5.85	6.00	5.90	5.90	6.00
Kopke—Portugal	84	Fifth	6.25	6.25	6.40	6.35	6.35	6.50
Laird's 3-Star—Apple	86.4	Fifth	4.50	4.50	4.60	4.55	4.55	4.65
Lejon	84	Fifth	4.75	4.75	4.85	4.80	4.80	4.90
Lyons:								
California	85	Fifth	4.20	4.25	4.35	4.30	4.30	4.40
California	85	Pint	2.50	2.60	2.65	2.60	2.65	2.70
Rum	85	Fifth	3.85	3.90	4.00	4.00	4.00	4.10
Rum	85	Pint	2.40	2.40	2.50	2.45	2.50	2.50
Apricot	80	Fifth	4.30	4.35	4.45	4.40	4.40	4.50
Blackberry	80	Fifth	4.30	4.35	4.45	4.40	4.40	4.50
Cherry	80	Fifth	4.30	4.35	4.45	4.40	4.40	4.50
Merito Old Reserve (25 yrs.)—Portugal.	84	Fifth	6.00	6.10	6.20	6.10	6.15	6.20
Moret-Portugal	84	Fifth	5.70	5.75	5.90	5.85	5.85	6.00
Old Mr. Boston:								
Grape	84	Fifth	4.40	4.45	4.55	4.50	4.50	4.60
Apricot	70	Fifth	3.70	3.70	3.90	3.80	3.80	3.90
Apricot	70	Tenth	1.85	1.90	1.95	1.95	1.95	2.00
Blackberry	70	Tenth	1.85	1.90	1.95	1.95	1.95	2.00
P. & C. 5-Star—Portugal	86.8	Fifth	[illegible]	5.95	6.05	6.00	6.05	6.15
Petri Grappa—Grape	90	Fifth	3.90	3.95	4.05	[illegible]	4.00	4.10
Red Horse:								
Apricot	60	Fifth	4.45	4.50	4.60	4.55	4.55	4.65
Blackberry	60	Fifth	4.45	4.50	4.60	4.55	4.55	4.65
Cherry	60	Fifth	4.45	4.50	4.60	4.55	4.55	4.65
Peach	60	Fifth	4.45	4.50	4.60	4.55	4.55	4.65
Roma J. B. Calla—Grape	86	Fifth	4.60	4.70	4.75	4.70	4.75	4.80
St. George	84	Fifth	6.20	6.20	6.35	6.30	6.35	6.45
COCKTAIL MIXES								
Anco Manhattan	70	Fifth	4.40	4.40	4.50	4.45	4.50	4.55
Club Daiquiri	70	Fifth	4.20	4.30	4.40	4.30	4.35	4.45
Club Dry Martini	71	Fifth	4.25	4.35	4.45	4.35	4.40	4.50
Club Manhattan	65	Fifth	4.20	4.25	4.35	4.30	4.30	4.40
Club Old Fashioned	80	Fifth	4.40	4.45	4.55	4.50	4.50	4.60
Club Sidecar	60	Fifth	4.10	4.15	4.25	4.20	4.20	4.30
Lyons:								
Manhattan	60	Fifth	3.35	3.40	3.50	3.45	3.50	3.55
Martini	60	Fifth	3.35	3.40	3.50	3.45	3.50	3.55
Martini	60	Pint	2.85	2.90	3.00	2.95	3.00	3.05
Old Fashioned	70	Fifth	3.60	3.70	3.80	3.75	3.75	3.80
Sidecar	65	Fifth	3.60	3.65	3.75	3.70	3.70	3.80
Cordials, Liqueurs, Nectars, & Vermouth								
Bardinet:								
Apricot Liqueur	60	Fifth	4.60	4.65	4.75	4.75	4.75	4.80
Cherry Liqueur	52	Fifth	4.50	4.60	4.70	4.75	4.75	4.70
Creme de Cacao	60	Fifth	4.40	4.50	4.60	4.55	4.55	4.65
Creme de Menthe, Green or White	60	Fifth	3.95	4.05	4.15	4.10	4.10	4.20
Curacao (Jugs)	70	Fifth	5.50	5.60	5.75	5.65	5.65	5.75
Kummel Dry	90	Fifth	5.45	5.55	5.65	5.60	5.60	5.70
Triple Sec	90	Fifth	4.65	4.75	4.85	4.80	4.80	4.90
Bielzoff Curacao Cordial	62	Fifth	5.35	5.40	5.50	5.45	5.45	5.50
Cinzano Sweet Vermouth	------	Fifth	2.45	2.50	2.60	2.55	2.55	2.60
Cistercienne Liqueur	80	Fifth	6.75	6.75	6.90	6.80	6.80	6.90
DeKuyper:								
Anisette	56	Fifth	4.00	4.05	4.15	4.10	4.10	4.20
Apricot Cordial	74	Fifth	4.45	4.50	4.60	4.55	4.55	4.65
Blackberry Cordial	70	Fifth	4.45	4.50	4.60	4.55	4.55	4.65
Cherry Cordial	60	Fifth	4.45	4.50	4.60	4.55	4.55	4.65
Creme de Cacao	60	Fifth	4.25	4.25	4.40	4.30	4.35	4.40
Creme de Menthe	60	Fifth	3.55	3.60	3.70	3.65	3.70	3.80
Delicta Liqueur	86	Fifth	5.60	5.60	5.70	5.65	5.65	5.75
Kummel Cordial	80	Fifth	4.65	4.70	4.80	4.75	4.75	4.85
Orange Curacao	60	Fifth	4.25	4.30	4.40	4.35	4.35	4.45
Triple Sec	80	Fifth	4.05	4.10	4.20	4.15	4.20	4.30

Brand	Proof	Bottle size	Zone 1[1]	Zone 2[2]	Zone 3[3]	Zone 4[4]	Zone 5[5]	Zone 6[6]
			Prices per bottle					
COCKTAIL MIXES—continued								
Du Bouchette:								
Benai Liqueur	86	Fifth	$4.40	$4.45	$4.60	$4.45	$4.45	$4.55
Benai Liqueur	86	Tenth	2.30	2.30	2.35	2.35	2.35	2.40
Blackberry Liqueur	60	Fifth	3.75	3.80	3.90	3.85	3.85	3.95
Creme de Menthe Green	62	Fifth	3.95	4.00	4.15	3.95	4.00	4.10
Creme de Menthe White	62	Fifth	4.05	4.05	4.20	4.05	4.05	4.15
Creme de Menthe White	62	Tenth	2.05	2.05	2.10	2.10	2.10	2.15
Curacao Liqueur	60	Fifth	4.00	4.05	4.15	4.10	4.10	4.20
Rock & Rum Liqueur	70	Pint	2.20	2.20	2.30	2.25	2.25	2.30
Rock & Rye Liqueur	70	Quart	4.35	4.40	4.50	4.40	4.45	4.55
Rock & Rye Liqueur	70	Pint	2.25	2.25	2.30	2.30	2.30	2.35
Royal Liqueur	100	Fifth	5.95	5.95	6.10	6.00	6.00	6.10
Dubonnet Vermouth—Sweet—Domestic.	------	Quart	1.80	1.85	1.95	1.90	1.90	2.00
Grand Mariner Liqueur	80	Fifth	6.40	6.45	6.55	6.50	6.50	6.60
Herbsaint Liqueur—Portugal	100	Fifth	7.00	7.00	7.15	7.10	7.15	7.25
Italian Swiss Colony Sweet Vermouth	------	Fifth	1.50	1.50	1.60	1.55	1.55	1.65
Italian Swiss Colony Dry Vermouth	------	Fifth	1.50	1.50	1.60	1.55	1.55	1.65
Lyons:								
Absen	100	Fifth	4.80	4.90	5.00	4.95	4.95	5.05
Apricot Cordial	60	Fifth	3.60	3.65	3.75	3.70	3.70	3.80
Blackberry Cordial	60	Fifth	3.60	3.65	3.75	3.70	3.70	3.80
Cherry Cordial	60	Fifth	3.60	3.65	3.75	3.70	3.70	3.80
Creme de Cacao	60	Fifth	3.60	3.65	3.75	3.70	3.70	3.80
Creme de Menthe—Green or White	60	Fifth	3.50	3.60	3.70	3.60	3.65	3.75
M. & R. Sweet Vermouth	------	Fifth	2.50	2.50	2.60	2.55	2.55	2.65
M. & R. Dry Vermouth	------	Fifth	2.50	2.55	2.65	2.60	2.60	2.70
Old Melody Apricot Liqueur	70	Fifth	4.80	4.85	4.95	4.85	4.90	5.00
Old Mr. Boston:								
Anisette	60	Fifth	3.95	4.00	4.10	4.05	4.10	4.20
Crema de Cacao	60	Fifth	3.95	4.00	4.10	4.05	4.10	4.20
Creme de Menthe, Green or White.	60	Fifth	3.95	4.00	4.10	4.05	4.10	4.20
Curacao	80	Fifth	3.95	4.00	4.10	4.05	4.10	4.20
Kummel	80	Quart	4.55	4.65	4.75	4.70	4.70	4.85
Nectar	70	Fifth	3.40	3.45	3.55	3.50	3.50	3.60
Triple Sec	80	Fifth	3.95	4.00	4.10	4.05	4.10	4.20
Red Horse:								
Creme de Menthe	60	Fifth	4.85	4.95	5.05	5.00	5.00	5.10
Kummel	60	Fifth	4.85	4.95	5.05	5.00	5.00	5.10
Roma Sweet Vermouth	------	30 oz	1.70	1.70	1.80	1.75	1.80	1.90
Roma Dry Vermouth	------	30 oz	1.70	1.70	1.80	1.75	1.80	1.90
Santo Thomas Vermouth—Mexico.	------	Quart	2.45	2.50	2.60	2.55	2.55	2.75
Swanee Pride Cordial	100	Fifth	5.25	5.25	5.40	5.30	5.35	5.40
Vernat Dry Vermouth—France.	------	Fifth	1.80	1.85	1.95	1.90	1.90	2.00
Walker Orange Curacao	60	Tenth	1.75	1.75	1.80	1.80	1.80	1.85
GIN								
Blue Bird	85	Fifth	4.70	4.75	4.85	4.75	4.80	4.85
Blue Bird	85	Pint	2.35	2.40	2.45	2.40	2.40	2.45
Bols Silver Top—Argentina	94	Fifth	6.80	6.80	6.95	6.90	6.90	7.00
Courtesy Club—Cuba	90	Quart	6.30	6.35	6.45	6.40	6.40	6.55
DeKuypers—Sloe	60	Fifth	3.10	3.15	3.25	3.25	3.25	3.35
DeKuypers—Sloe	60	Pint	1.95	2.00	2.05	2.05	2.05	2.10
Dixie Belle	90	Fifth	3.50	3.50	3.60	3.55	3.60	3.65
Dixie Belle	90	Pint	2.20	2.20	2.25	2.25	2.25	2.30
Du Bouchette—Sloe	60	Fifth	3.60	3.65	3.75	3.65	3.70	3.80
Fox Lake—Distilled Dry	85	Fifth	4.75	4.80	4.95	4.85	4.90	5.00
Gilby's—Distilled Dry—London.	90	Fifth	3.85	3.90	4.00	4.00	4.00	4.10
Gilby's—Distilled Dry—London.	90	Pint	2.40	2.45	2.50	2.50	2.50	2.55
Gordon's—Orange Flavored.	80	Pint	2.25	2.30	2.35	2.30	2.35	2.40
Graves—Cuba	90	Quart	5.65	5.75	5.85	5.80	5.80	6.25
Graves—Dry—Cuba	85	Fifth	4.80	4.85	4.95	4.90	4.90	5.00
Graves—Cuba	85	Pint	2.90	2.90	3.00	2.95	2.95	3.00
Lyons—Sloe	70	Fifth	3.60	3.65	3.75	3.70	3.70	3.80
Old Mr. Boston—Orange Flavored.	70	Fifth	3.50	3.55	3.65	3.60	3.65	3.80
Old Mr. Boston—Orange Flavored.	70	Tenth	1.75	1.80	1.85	1.80	1.85	1.90
Old Mr. Boston—Sloe	70	Fifth	3.40	3.50	3.60	3.50	3.55	3.65
Old Mr. Boston—Sloe	70	Tenth	1.75	1.75	1.80	1.80	1.80	1.90
Pickwick Club—Dry—Cuba.	85	Quart	5.80	5.85	5.95	5.90	5.95	6.05
Red Horse—Sloe	60	Fifth	4.80	4.85	4.95	4.85	4.90	5.00
RUM								
Alzola	86	Fifth	5.65	5.70	5.85	5.75	5.80	5.85
Bacardi:								
Carta de Plata—Puerto Rico.	89	Fifth	4.65	4.70	4.80	4.75	4.75	4.85

See footnotes at end of table.

Brand	Proof	Bottle size	Zone 1[1]	Zone 2[2]	Zone 3[3]	Zone 4[4]	Zone 5[5]	Zone 6[6]
			Prices per bottle					
RUM—con.								
Bacardi—Con.								
Gold Label—Cuba	89	Fifth	$6.25	$6.25	$6.40	$6.30	$6.35	$6.40
Silver Label—Puerto Rico.	89	Fifth	4.65	4.70	4.80	4.75	4.75	4.85
White Label—Cuba	89	Fifth	6.05	6.10	6.20	6.15	6.15	6.25
Caldwell's	100	Quart	5.55	5.55	5.70	5.60	5.65	5.75
Carioca—Puerto Rico	151	Fifth	7.05	7.15	7.30	7.20	7.25	7.40
Carioca—Puerto Rico	86	Fifth	4.45	4.65	4.75	4.70	4.75	4.80
Casa-Blanca	86	Fifth	4.60	4.65	4.75	4.65	4.70	4.75
Coruba—Br. Jamaica	151	Fifth	8.15	8.25	8.40	8.30	8.35	8.45
Coruba—Br. Jamaica	97	Fifth	5.90	5.95	6.05	6.00	6.00	6.10
Coruba—Br. Jamaica	97	Tenth	3.00	3.00	3.05	3.05	3.05	3.10
Dagger—Rum Punch—Jamaica	97	Fifth	5.95	5.95	6.10	6.00	6.00	6.10
Dagger—Jamaica	86	Fifth	5.95	5.95	6.10	6.00	6.00	6.10
Don L—Puerto Rico	86	Fifth	4.75	4.80	4.90	4.80	4.85	4.95
Don Q—Puerto Rico	86	Fifth	4.55	4.55	4.65	4.60	4.60	4.70
Elly's—White Label—Jamaica	97	Fifth	6.15	6.15	6.30	6.25	6.25	6.35
Goddard's—Virgin Islands	125	Fifth	6.85	6.90	7.00	6.95	6.95	7.05
Goddard's—Puerto Rico	86	Fifth	4.90	4.90	5.05	4.95	5.00	5.05
Government House—Virgin Islands.	135	Fifth	5.50	5.55	5.65	5.60	5.60	5.70
Government House—Virgin Islands.	135	Tenth	2.75	2.80	2.85	2.85	2.85	2.90
Havana Club—Gold Label—Puerto Rico.	86	Fifth	4.80	4.85	4.95	4.90	4.90	5.00
Hudson Bay—Demarara	114	Tenth	3.10	3.15	3.20	3.15	3.20	3.25
Kelly's Planters Dock—Br. Jamaica	151	Fifth	8.55	8.65	8.80	8.70	8.75	8.90
Kelly's Punch—Br. Jamaica	151	Fifth	8.60	8.65	8.75	8.70	8.75	8.85
Kelly's Punch—Br. Jamaica	97	Fifth	5.95	5.95	6.10	6.05	6.05	6.15
Kelly's White Label—Br. Jamaica	151	Fifth	9.10	9.20	9.35	9.30	9.30	9.45
Lemon Hart & Sons—Br. Demarara	151	Fifth	8.70	8.70	8.85	8.75	8.80	8.90
Lemon Hart & Sons—Br. Demarara	114	Fifth	6.70	6.75	6.95	6.90	6.90	7.05
Lemon Hart & Sons—Br. Demarara	114	Tenth	3.45	3.50	3.60	3.55	3.60	3.60
Lemon Hart—Special Dark—Br. West Guinea	90	Fifth	6.55	6.60	6.70	6.65	9.65	6.75
Marimba	88	Fifth	5.65	5.65	5.75	5.75	5.75	5.85
Marin—Gold Label—Puerto Rico.	85	Fifth	4.70	4.75	4.85	4.75	4.80	4.90
Myers—Jamaica	97	Fifth	6.30	6.35	6.45	6.40	6.45	6.55
Old St. Croix	86	Fifth	4.85	4.85	5.00	4.90	4.90	5.00
Old St. Croix	86	Pint	3.05	3.05	3.10	3.10	3.10	3.15
Pedros—Cuba	85	Fifth	5.05	5.05	5.20	5.10	5.10	5.20
Port Maria—Dark—Br. Jamaica.	151	Fifth	8.45	8.45	8.60	8.50	8.50	8.60
Port Maria—Dark—Br. Jamaica.	97	Fifth	5.90	5.90	6.05	5.95	5.95	6.05
Port Maria—Light—Br. Jamaica.	151	Fifth	8.45	8.45	8.60	8.50	8.50	8.60
Port Maria—Light—Br. Jamaica.	97	Fifth	5.90	5.90	6.05	5.95	5.95	6.05
Riondi—White or Gold Label.	86	Fifth	4.65	4.65	4.80	4.70	4.70	4.80
Ron Merito—White or Red Label—Puerto Rico.	86	Fifth	4.60	4.60	4.70	4.65	4.65	4.75
Ron Rey—Gold Label—Puerto Rico.	86	Quart	5.60	5.60	5.75	5.65	5.70	5.80
Ron Rico—Gold Label—Puerto Rico.	86	Fifth	4.95	4.95	5.05	5.00	5.00	5.10
Ron Rico—White Label—Puerto Rico.	86	Fifth	4.95	4.95	5.05	5.00	5.00	5.10
Ron Slave—Gold Label	86	Tenth	2.35	2.35	2.40	2.40	2.40	2.45
Ron Slave—White Label	86	Pint	1.95	1.95	2.05	2.00	2.00	2.05
Sevilla	86	Fifth	3.95	4.00	4.10	4.05	4.10	4.15
Vidal—Puerto Rico	85	Fifth	4.60	4.60	4.70	4.65	4.65	4.75
RUM (ROCK AND)								
Red Horse	60	Quart	5.15	5.25	5.35	5.30	5.30	5.40
TEQUILA								
Hermosa—Mexico	90	Fifth	5.20	5.25	5.35	5.35	5.35	5.45
VODKA								
Courtesy Club—Cuba	90	------	6.30	6.35	6.45	6.40	6.40	6.55
Kepresky—Domestic	100	Fifth	4.50	4.55	4.65	4.60	4.65	4.70
Kepresky—Domestic	100	Pint	2.90	2.90	3.00	2.95	3.00	3.05
Red Horse—Domestic	100	Fifth	6.00	6.05	6.20	6.10	6.10	6.20
WHISKEY—BOURBON								
Ancient Age—5 yr	90	Fifth	4.10	4.15	4.15	4.20	4.20	4.30
Ancient Age—5 yr	90	Pint	2.55	2.60	2.65	2.65	2.65	2.70
Black Gold	86	Fifth	3.55	3.60	3.70	3.60	3.70	3.75
Black Gold	86	Pint	2.95	3.00	3.10	3.05	3.10	3.15
Bond & Lillard	90.4	Fifth	3.85	3.90	4.00	3.95	3.95	4.05
Bourbon De Luxe	86	Fifth	3.90	3.95	4.05	3.95	4.00	4.05
Bourbon De Luxe	86	Pint	2.45	2.45	2.50	2.50	2.50	2.55
Bourbon Supreme	90.4	Fifth	4.15	4.20	4.30	4.25	4.25	4.35
Four Roses—5 yr	90	Fifth	4.85	4.85	5.00	4.90	4.95	5.00
Four Roses—5 yr	90	Pint	3.05	3.05	3.15	3.10	3.10	3.15
Golden Wedding—5 yr	90	Fifth	4.15	4.15	4.25	4.20	4.20	4.30
Golden Wedding	90	Pint	2.75	2.80	2.85	2.85	2.85	2.90
Hill & Hill	90.4	Fifth	3.85	3.90	4.00	3.95	3.95	4.05
I. W. Harper—4 yr	100	Fifth	4.75	4.75	4.85	4.80	4.80	4.90
I. W. Harper	100	Pint	2.95	2.95	3.00	3.00	3.00	3.05

Brand	Proof	Bottle size	Zone 1[1]	Zone 2[2]	Zone 3[3]	Zone 4[4]	Zone 5[5]	Zone 6[6]
			Prices per bottle					
WHISKEY—BOURBON—con.								
Old Art—6 yr	100	Quart	$6.45	$6.50	$6.60	$6.50	$6.55	$6.65
Old Art—6 yr	100	Pint	3.25	3.30	3.35	3.30	3.30	3.40
Old Art—5 yr	100	Quart	6.30	6.30	6.45	6.35	6.40	6.50
Old Art—5 yr	100	Pint	3.15	3.20	3.25	3.20	3.25	3.30
Old Charter	90	Fifth	5.10	5.20	5.30	5.25	5.25	5.35
Old Crow	100	Pint	2.75	2.80	2.85	2.80	2.85	2.90
Old Crow	100	½ pint	1.40	1.40	1.45	1.45	1.45	1.50
Old Crow	86.8	Fifth	4.10	4.10	4.20	4.15	4.15	4.25
Old Crow	86.8	Pint	2.55	2.60	2.65	2.60	2.60	2.70
Old Forester	100	Quart	6.80	6.80	6.95	6.85	6.85	6.95
Old Forester—Kentucky	100	Fifth	5.45	5.45	5.55	5.50	5.50	5.60
Old Forester—Kentucky	100	Pint	3.45	3.45	3.50	3.45	3.50	3.55
Old Grand-Dad	100	Fifth	5.45	5.45	5.60	5.50	5.55	5.60
Old Grand-Dad	100	Pint	3.40	3.40	3.45	3.45	3.45	3.50
Old Grand-Dad	100	½ Pint	1.70	1.70	1.75	1.75	1.75	1.80
Old Guckenheimer	93	Fifth	4.25	4.30	4.40	4.35	4.35	4.45
Old Guckenheimer	86	Quart	4.85	4.95	5.05	5.00	5.00	5.10
Old Guckenheimer	86	Pint	2.45	2.45	2.50	2.50	2.50	2.60
Old Hermitage	90.4	Fifth	3.85	3.90	4.00	3.95	3.95	4.05
Old Hermitage	86	Fifth	3.90	3.95	4.05	3.95	4.00	4.05
Old Hermitage	86	Pint	2.45	2.45	2.50	2.50	2.50	2.55
Old Schenley—5 yr	100	Quart	5.25	5.25	5.40	5.30	5.35	5.45
Old Schenley—5 yr	100	Fifth	4.40	4.45	4.50	4.50	4.50	4.60
Old Schenley—5 yr	100	Pint	2.65	2.70	2.75	2.70	2.70	2.75
Old Schenley—5 yr	100	½ pint	1.40	1.40	1.45	1.45	1.45	1.45
Old Taylor	100	Fifth	5.45	5.50	5.60	5.50	5.55	5.60
Old Taylor	100	Pint	3.40	3.40	3.45	3.45	3.45	3.50
Old Taylor	100	½ pint	1.70	1.70	1.75	1.75	1.75	1.80
Paul Jones—4 yr	90	Fifth	4.00	4.05	4.15	4.10	4.15	4.25
Paul Jones—4 yr	90	Pint	2.50	2.50	2.60	2.55	2.55	2.60
Signet	100	Fifth	4.70	4.75	4.85	4.75	4.80	4.85
Signet	100	Pint	2.95	3.00	3.05	3.00	3.00	3.10
Sunnybrook	86	Fifth	3.90	3.95	4.05	3.95	4.00	4.05
Sunnybrook	86	Pint	2.45	2.45	2.50	2.50	2.50	2.55
Tom Burns	86	Fifth	4.25	4.30	4.40	4.35	4.40	4.50
Tom Burns	86	Pint	2.55	2.60	2.75	2.65	2.65	2.75
Walker's De Luxe	90	Fifth	4.05	4.10	4.20	4.15	4.15	4.25
Walker's De Luxe	90	Pint	2.55	2.55	2.65	2.60	2.60	2.65
WHISKEY—CANADIAN								
Canadian Club	90.4	Fifth	6.10	6.10	6.25	6.15	6.15	6.20
Canadian Club	90.4	Pint	3.80	3.80	3.90	3.85	3.85	3.95
Seagrams V. O	86.8	Fifth	5.95	5.95	6.10	6.00	6.00	6.10
Seagrams V. O	86.8	Pint	3.70	3.70	3.80	3.75	3.75	3.80
Seagrams V. O	86.8	½ pint	1.85	1.85	1.90	1.90	1.90	1.90
U. D. L. 8 Plus	85	Fifth	4.30	4.40	4.50	4.40	4.45	4.55
U. D. L. Original	85	Fifth	5.00	5.10	5.20	5.15	5.15	5.25
U. D. L. Original	85	Pint	3.15	3.20	3.25	3.25	3.25	3.30
WHISKEY—CORN								
A. M. S. Yellow	85	Pint	2.60	2.65	2.75	2.70	2.75	2.80
WHISKEY—IRISH								
John Jameson & Son	90	Fifth	6.30	6.35	6.45	6.40	6.40	6.50
John Jameson & Son	86	Tenth	3.25	3.30	3.40	3.40	3.40	3.45
Old Bushmill	86	Fifth	6.20	6.25	6.35	6.30	6.30	6.45
WHISKEY—RYE								
DeKuyper—Rock & Rye	70	Pint	2.10	2.15	2.20	2.20	2.20	2.52
Golden Wedding—Str. Blend.	90	Fifth	4.15	4.15	4.30	4.25	4.25	4.35
Golden Wedding—Str. Blend.	90	Pint	2.55	2.60	2.65	2.65	2.65	2.70
Melrose	90	Fifth	5.15	5.15	5.25	5.20	5.20	5.30
Mt. Vernon	100	Fifth	4.60	4.60	4.70	4.65	4.65	4.75
Mt. Vernon	100	Pint	2.85	2.85	2.90	2.90	2.90	2.95
Mt. Vernon	100	½ pint	1.45	1.45	1.50	1.50	1.50	1.55
Old Art—6 yr	100	Quart	6.45	6.50	6.60	6.50	6.55	6.65
Old Art—6 yr	100	Pint	3.25	3.30	3.35	3.30	3.30	3.40
Old Mr. Boston—Rock & Rye.	70	Quart	4.30	4.35	4.45	4.40	4.45	4.55
Old Mr. Boston—Rock & Rye.	70	Pint	2.15	2.20	2.25	2.20	2.25	2.30
Old Overholt	100	Fifth	4.60	4.60	4.70	4.65	4.65	4.75
Old Overholt	100	Pint	2.85	2.90	2.95	2.90	2.95	3.00
Old Overholt	100	½ pint	1.40	1.40	1.45	1.45	1.45	1.45
Old Schenley	100	Fifth	4.35	4.45	4.55	4.50	4.50	4.60
Old Schenley	100	Pint	2.75	2.80	2.85	2.80	2.85	2.90
Old Schenley	100	½ pint	1.40	1.40	1.45	1.45	1.45	1.45
Paul Jones—Str. Blend—4 yr.	90	Fifth	4.00	4.05	4.15	4.05	4.10	4.20
Paul Jones—Str. Blend—4 yr.	90	Pint	2.50	2.50	2.60	2.55	2.55	2.60
Red Horse—Rock & Rye	60	Fifth	4.80	4.85	4.95	4.90	4.95	5.00
Rewco	100	Fifth	4.05	4.10	4.20	4.15	4.15	4.25
Rewco	100	Pint	2.50	2.55	2.60	2.55	2.60	2.70
Rewco	100	½ pint	1.25	1.30	1.30	1.30	1.30	1.35
WHISKEY—SCOTCH								
Ballantines—17 yrs	86	Fifth	8.90	9.00	9.15	9.05	9.05	9.15
Ballantines	86	Fifth	6.40	6.45	6.55	6.55	6.55	6.65
Ballantines	86	Tenth	3.30	3.40	3.45	3.40	3.40	3.50
Ballantines	86	½ pint	2.10	2.15	2.20	2.15	2.20	2.20
Black & White—12 yrs	86.8	Fifth	7.55	7.60	7.75	7.65	7.70	7.80
Black & White—8 yrs	86.8	Fifth	6.20	6.20	6.35	6.30	6.30	6.45
Black & White—8 yrs	86.8	½ Pint	1.20	1.20	1.20	1.20	1.20	1.25
Catto—Gold Label	86	Fifth	6.10	6.20	6.30	6.20	6.20	6.30
Catto—Gold Label	86	Tenth	3.15	3.20	3.30	3.25	3.25	3.30
De Wars—Victoria Vat	86.8	Fifth	7.80	7.80	7.95	7.90	7.90	8.00
De Wars—White Label	86.8	Fifth	6.20	6.20	6.35	6.30	6.30	6.45
De Wars—White Label	86.8	Tenth	3.20	3.20	3.30	3.25	3.25	3.35

See footnotes at end of table.

Brand	Proof	Bottle size	Zone 1[1]	Zone 2[2]	Zone 3[3]	Zone 4[4]	Zone 5[5]	Zone 6[6]
			Prices per bottle					
WHISKEY—SCOTCH—con.								
Haig & Haig—5 Star	86.8	Fifth	$6.35	$6.35	$6.50	$6.45	$6.45	$6.60
Haig & Haig—Pinch	86.8	Fifth	7.80	7.85	8.00	7.90	7.95	8.05
Harveys	86	Fifth	6.25	6.25	6.40	6.35	6.35	6.45
House of Lords	86	Fifth	6.70	6.75	6.90	6.80	6.86	6.95
Johnnie Walker—Black Label	86.8	Fifth	7.60	7.65	7.80	7.70	7.75	7.85
Johnnie Walker—Black Label	86.8	Tenth	3.90	3.95	4.00	4.00	4.00	4.05
Johnnie Walker—Red Label	86.8	Fifth	6.20	6.25	6.40	6.30	6.35	6.45
Johnnie Walker—Red Label	86.8	Tenth	3.20	3.20	3.30	3.25	3.25	3.35
King Wm. IV	86.8	Fifth	6.10	6.10	6.25	6.20	6.20	6.35
Kings Ransom	94	Fifth	8.00	8.00	8.15	8.05	8.10	8.20
Loch Fyne	86	Fifth	5.90	5.90	6.00	5.95	6.00	6.10
Martins V. V. O	88	Fifth	6.40	6.40	6.55	6.45	6.45	6.55
Martins V. V. O	88	Tenth	3.30	3.35	3.40	3.35	3.40	3.45
Old Angus	86	Fifth	6.35	6.35	6.50	6.45	6.45	6.60
Peter Dawson—Old Curio	86.8	Fifth	7.15	7.25	7.35	7.30	7.30	7.40
Peter Dawson	86	Fifth	6.05	6.10	6.20	6.15	6.15	6.25
Peter Dawson	86	Tenth	3.10	3.10	3.15	3.15	3.15	3.20
Sanderson	86	Fifth	6.10	6.20	6.30	6.25	6.25	6.35
Sanderson—Vat 69	86	Tenth	3.20	3.20	3.30	3.25	3.25	3.35
Teachers—Highland Cream	86	Fifth	6.30	6.30	6.45	6.35	6.40	6.45
Teachers—Highland Cream	86	Tenth	3.25	3.25	3.30	3.30	3.30	3.35
Watson	86	Fifth	6.50	6.50	6.65	6.55	6.60	6.65
Westons	86	Fifth	7.10	7.10	7.25	7.15	7.15	7.25
White Horse—8 yrs	86.8	Fifth	6.30	6.35	6.45	6.40	6.40	6.50
White Horse	86.8	Tenth	3.20	3.20	3.30	3.25	3.25	3.35
WHISKEY—SCOTCH TYPE								
Dunbar—Special	85	Fifth	4.75	4.80	4.95	4.90	4.90	5.00
Dunbar—Special	85	Pint	2.95	3.00	3.05	3.05	3.05	3.00
WHISKEY—SPIRIT BLENDS								
Blanchard's—Cuba	84	Fifth	6.20	6.25	6.40	6.35	6.35	6.40
Calvert Reserve	86.8	Fifth	4.50	4.55	4.70	4.60	4.60	4.75
Calvert Reserve	86.8	Pint	2.85	2.85	2.90	2.90	2.90	2.95
Calvert Special	86.8	Fifth	4.00	4.05	4.15	4.10	4.10	4.20
Calvert Special	86.8	Pint	2.55	2.55	2.60	2.55	2.60	2.65
Calvert Special	86.8	½ pint	1.25	1.25	1.30	1.30	1.30	1.35
WHISKEY—SCOTCH—con.								
Carstairs—White Seal	86.8	Fifth	$4.00	$4.05	$4.15	$4.10	$4.15	$4.20
Fleishmann Preferred	90	Quart	5.15	5.20	5.30	5.20	5.25	5.35
Fleishmann Preferred	90	Pint	2.60	2.65	2.70	2.65	2.65	2.75
Gallagher & Burton	86.8	Fifth	4.20	4.20	4.30	4.25	4.25	4.35
Gallagher & Burton	86.8	Pint	2.65	2.65	2.75	2.70	2.70	2.75
Imperial	86	Quart	4.70	4.75	4.80	4.75	4.80	4.95
Imperial	86	Pint	2.50	2.55	2.65	2.60	2.60	2.65
King—Black Label	86	Quart	5.40	5.45	5.55	5.50	5.50	5.60
King—Black Label	86	Fifth	4.35	4.40	4.50	4.40	4.45	4.55
King—Black Label	86	Pint	2.75	2.75	2.85	2.80	2.80	2.85
London De Luxe	86	Fifth	4.65	4.70	4.80	4.70	4.75	4.80
Lord Calvert	86.8	Quart	5.45	5.50	5.65	5.55	5.60	5.70
Lord Calvert	86.8	Fifth	5.25	5.25	5.80	5.30	5.30	5.40
Mattingly & Moore	80	Fifth	3.40	3.40	3.50	3.45	3.45	3.55
Mattingly & Moore	80	Pint	2.10	2.15	2.20	2.15	2.20	2.25
Old Mr. Boston—Rocking Chair	80.6	Fifth	3.80	3.85	3.95	3.90	3.90	4.00
Old Oscar Pepper	80	Fifth	3.45	3.50	3.60	3.50	3.55	3.65
Old Oscar Pepper	80	Pint	2.15	2.15	2.20	2.20	2.20	2.25
Penn-Maryland De Luxe	86.8	Fifth	4.45	4.50	4.60	4.55	4.55	4.65
Penn-Maryland De Luxe	86.8	Pint	2.80	2.80	2.85	2.85	2.85	2.90
Philadelphia Blend	86.8	Quart	5.55	5.60	5.70	5.60	5.65	5.75
Philadelphia Blend	86.8	Fifth	4.45	4.50	4.60	4.55	4.55	4.65
Philadelphia Blend	86.8	Pint	2.80	2.85	2.90	2.85	2.85	2.90
Philadelphia Blend	86.8	½ Pint	1.40	1.45	1.45	1.45	1.45	1.50
Seagrams 5-Crown	86.8	Quart	4.95	4.95	5.10	5.00	5.05	5.15
Seagrams 5-Crown	86.8	Fifth	4.00	4.05	4.15	4.10	4.10	4.20
Seagrams 5-Crown	86.8	Pint	2.50	2.55	2.60	2.55	2.60	2.65
Seagrams 5-Crown	86.8	½ Pint	1.25	1.30	1.30	1.30	1.30	1.35
Seagrams 7-Crown	86.8	Quart	5.55	5.60	5.70	5.65	5.65	5.75
Seagram 7-Crown	86.8	Fifth	4.50	4.55	4.65	4.60	4.60	4.70
Seagram 7-Crown	86.8	Pint	2.85	2.85	2.90	2.85	2.90	2.95
Seagrams 7-Crown	86.8	½ pint	1.40	1.45	1.45	1.45	1.45	1.50
Schenley Reserve	86	Fifth	5.05	5.10	5.20	5.15	5.20	5.30
Schenley Quality Reserve	86	½ pint	1.25	1.25	1.25	1.25	1.25	1.30
Schenley Royal Reserve	86	Fifth	4.45	4.50	4.60	4.50	4.55	4.60
Schenley Royal Reserve	86	Pint	2.75	2.75	2.85	2.80	2.80	2.85
Schenley Royal Reserve	86	½ pint	1.40	1.40	1.45	1.40	1.40	1.45
Three Feathers V. S. R	86	Fifth	4.45	4.50	4.60	4.55	4.60	4.70
Three Feathers V. S. R	86	Pint	2.75	2.80	2.95	2.90	2.90	2.95
Walkers Imperial	86	Fifth	4.10	4.10	4.20	4.15	4.15	4.25
Walkers Imperial	86	½ pint	1.25	1.25	1.30	1.25	1.30	1.30

Brand	Type and origin	Percentage	Size	Zone 1[1]	Zone 2[2]	Zone 3[3]	Zone 4[4]	Zone 5[5]	Zone 6[6]
				Prices per bottle					
SPARKLING WINES—BURGUNDY									
Burgundy									
Cella's	Private stock	13½	Fifth	$1.40	$1.40	$1.50	$1.45	$1.45	$1.55
Cresta Blanca		12½	Fifth	1.40	1.40	1.60	1.45	1.45	1.55
Don Mariano			24 oz	1.00	1.05	1.10	1.10	1.10	1.20
Glanini	Special reserve	14	Gallon	3.35	3.45	3.75	3.75	3.80	4.20
Glanini	Special reserve	14	Fifth	.90	.90	1.00	.95	1.00	1.05
Italian Swiss Colony			Fifth	1.05	1.05	1.15	1.10	1.15	1.20
Roma	Dry	12½	Fifth	1.20	1.20	1.30	1.25	1.25	1.35
San Benito			Fifth	1.00	1.05	1.10	1.10	1.10	1.20
Simi Vineyard			Fifth	1.15	1.20	1.25	1.25	1.20	1.40
Sparkling Burgundy									
Gotham		13	Fifth	4.25	4.30	4.40	4.35	4.35	4.45
Gotham		13	Tenth	2.30	2.30	2.40	2.35	2.40	2.45
Roma			Tenth	1.35	1.40	1.45	1.45	1.45	1.50
St. Remy		13	Fifth	3.75	3.80	3.90	3.90	3.95	4.10
St. Remy		13	Tenth	2.05	2.05	2.10	2.15	2.15	2.20
SPARKLING WINES—CHAMPAGNE									
Charles Heidsiek			Fifth	$9.40	$9.50	$9.70	$9.60	$9.65	$9.95
Cook's	(Domestic)	14	Fifth	3.90	3.95	4.05	4.00	4.00	4.10
Cook's	(Domestic)	14	Tenth	1.95	2.00	2.05	2.00	2.00	2.05
Gotham		13	Fifth	4.25	4.30	4.40	4.40	4.45	4.55
Gotham		13	10 ozs	2.30	2.30	2.40	2.35	2.40	2.45
Mumms	(Extra dry)		Fifth	8.35	8.45	8.60	8.50	8.55	8.65
Mumms	(French Cordon Rouge)	14	Fifth	9.65	9.70	9.85	9.75	9.80	9.95
Mumms (1933)			Fifth	9.90	10.00	10.15	10.05	10.10	10.15
Paul Garrett			Fifth	3.50	3.55	3.65	3.60	3.65	3.75
Paul Garrett			Tenth	1.85	1.90	2.00	1.95	1.95	2.00
Roma—Gold Label		13	Fifth	3.80	3.80	3.95	3.85	3.90	4.00
Roma — White Label			Fifth	2.45	2.50	2.65	2.60	2.60	2.70
Roma — White Label			Tenth	1.35	1.40	1.45	1.40	1.40	1.50
Royal Burt	Portugal	13	Fifth	4.95	4.95	5.10	5.15	5.15	5.35
Royal Burt	Mexico		Fifth	5.60	5.65	5.85	5.70	5.70	5.80
Santo Thomas	Mexico		Fifth	5.45	5.45	5.65	5.55	5.60	5.80
St. Remy		13	Fifth	3.75	3.80	3.90	3.85	3.85	3.95
St. Remy		13	Tenth	2.05	2.05	2.10	2.10	2.15	2.20

See footnotes at end of table.

Brand	Type and origin	Size	Zone 1[1]	Zone 2[2]	Zone 3[3]	Zone 4[4]	Zone 5[5]	Zone 6[6]
			Price per bottle					
STILL WINES—ANGELICA								
Glanini	Private Stock	Fifth	$1.60	$1.60	$1.70	$1.65	$1.65	$1.75
Royal Host		Fifth	1.25	1.30	1.35	1.35	1.35	1.45
STILL WINES—BLACKBERRY								
Connoisseur		Gallon	3.75	3.85	4.10	4.10	4.20	4.60
Connoisseur		½ gallon	2.15	2.25	2.40	2.40	2.45	2.70
Connoisseur		Quart	1.15	1.15	1.25	1.20	1.25	1.35
Connoisseur		Pint	.60	.60	.65	.65	.65	.70
STILL WINES—CHABLIS								
San Benito		Fifth	1.00	1.05	1.10	1.10	1.10	1.20
Simi Vineyard		Fifth	1.20	1.25	1.35	1.30	1.30	1.40
STILL WINES—CHIANTI								
Santo Thomas		Tenth	1.25	1.25	1.30	1.30	1.30	1.35
STILL WINES—CLARET								
Cresta Blanca		Fifth	1.25	1.30	1.35	1.35	1.35	1.45
Don Mariano		24 ox	1.00	1.05	1.10	1.10	1.10	1.20
Glanini	Special Reserve	Gallon	3.35	3.45	3.75	3.75	3.80	4.20
Glanini	Special Reserve	Fifth	.90	.95	1.05	1.00	1.00	1.10
Italian Swiss Colony		Fifth	.95	1.00	1.00	1.00	1.05	1.15
Roma		Fifth	1.20	1.25	1.30	1.30	1.30	1.40
San Benito		Fifth	1.00	1.05	1.10	1.10	1.10	1.20
Santo Thomas	Mexico	Fifth	1.80	1.85	1.95	1.90	1.95	2.05
Simi Vineyard		Fifth	1.05	1.05	1.15	1.10	1.15	1.25
Vinters Select		Fifth	.85	.90	1.00	.95	.95	1.05
STILL WINES—CURRANT								
Connoisseur		Gallon	3.65	3.75	4.05	4.05	4.10	4.50
Connoisseur		½ gallon	2.10	2.15	2.35	2.35	2.40	2.65
Connoisseur		Quart	1.10	1.15	1.25	1.20	1.20	1.35
Connoisseur		Pint	.60	.60	.65	.65	.65	.70
STILL WINES—GRAPE								
American Amber		Gallon	4.50	4.60	4.85	4.90	5.00	5.40
American Amber		½ gallon	2.30	2.35	2.50	2.50	2.55	2.75
American Amber		Quart	1.35	1.35	1.45	1.40	1.45	1.55
American 50/50		Gallon	4.50	4.60	4.85	4.90	5.00	5.40
American 50/50		½ gallon	2.30	2.35	2.50	2.50	2.55	2.75
American 50/50		Quart	1.35	1.35	1.45	1.40	1.45	1.55
STILL WINES—LOGANBERRY								
Connoisseur		Gallon	3.45	3.55	3.80	3.80	3.90	4.30
Connoisseur		Quart	1.05	1.10	1.15	1.10	1.15	1.25
Connoisseur		Pint	.55	.55	.60	.60	.60	.65
STILL WINES—PORT								
Aldouro	Portugal	Fifth	2.85	2.90	3.00	3.00	3.00	3.15
Cella's	Private stock	Fifth	1.40	1.45	1.55	1.50	1.50	1.60
Cresta Blanca		Quart	1.65	1.70	1.80	1.75	1.80	2.10
Cresta Blanca		Fifth	1.25	1.25	1.35	1.30	1.30	1.40
Dubonnet		Quart	1.60	1.65	1.75	1.75	1.75	1.85
Garrett's		Fifth	1.15	1.15	1.25	1.20	1.25	1.35
Garrett's	(Tawny)	Fifth	1.15	1.15	1.25	1.20	1.25	1.35
Glanini	Special reserve	Quart	1.45	1.45	1.55	1.50	1.55	1.65
Glanini	Private stock	Fifth	1.60	1.60	1.70	1.65	1.65	1.75
Italian Swiss Colony		Fifth	1.25	1.30	1.35	1.35	1.35	1.45
Italian Swiss	Private stock	Fifth	1.65	1.65	1.75	1.70	1.70	1.80
Kopke	(Import)	Fifth	2.50	2.60	2.80	2.70	2.75	2.85
Merito Ruby	(Import)	Fifth	2.65	2.60	2.70	2.65	2.65	2.75
Robertson Privateer	Portugal	Fifth	3.75	3.80	3.90	3.90	3.90	4.05
Robertson Pyramid	Portugal	Fifth	4.80	4.80	4.90	4.90	4.90	5.05
Roma V. S	(Sweet)	Fifth	1.25	1.25	1.35	1.30	1.30	1.40
Royal Host		Fifth	1.25	1.30	1.35	1.35	1.35	1.45
Royal Host	(White)	Fifth	1.25	1.30	1.35	1.35	1.35	1.45
San Benito		Fifth	1.20	1.25	1.35	1.35	1.35	1.45
Santo Thomas	Merico	Fifth	2.20	2.35	2.45	2.40	2.40	2.60
Souza		Fifth	2.40	2.40	2.60	2.60	2.50	2.70
Vinters Select	(Red or white)	Fifth	1.05	1.10	1.15	1.15	1.15	1.25
STILL WINES—SAUTERNE								
Cella's	Private stock	Fifth	1.40	1.40	1.50	1.45	1.45	1.55
Cresta Blanca		Fifth	1.25	1.30	1.35	1.35	1.35	1.45
Cresta Blanca	(Haute Sauterne)	Fifth	1.30	1.35	1.45	1.40	1.40	1.50
Don Mariano		24 oz	1.00	1.05	1.10	1.10	1.10	1.20
STILL WINES—SAUTERNE—con.								
Garrett's	(VirginiaDare)	Fifth	$1.10	$1.10	$1.20	$1.15	$1.20	$1.25
Glanini	Special Reserve	Gallon	3.35	3.45	3.75	3.75	3.80	4.20
Glanini	Special Reserve	Fifth	.90	.95	1.05	1.00	1.00	1.10
Italian Swiss Colony		Fifth	1.05	1.10	1.20	1.15	1.15	1.25
Italian Swiss Colony	(Haute Sauterne)	Fifth	1.00	1.05	1.10	1.10	1.10	1.20
Roma	(Dry Sauterne)	Fifth	1.20	1.20	1.30	1.25	1.25	1.35
Royal Host		Fifth	1.10	1.15	1.25	1.20	1.20	1.30
San Benito		Fifth	1.00	1.05	1.10	1.10	1.10	1.20
Santo Thomas	Mexico	Fifth	2.35	2.35	2.45	2.40	2.45	2.60
Vinters Select		Fifth	.85	.90	1.00	.95	.95	1.05
STILL WINES—RHINE								
Roma	(Dry Rhine)	Fifth	1.20	1.20	1.30	1.25	1.25	1.35
Royal Host		Fifth	1.05	1.10	1.15	1.10	1.15	1.25
STILL WINES—RED								
Garrett's	(Virginia Dare)	Fifth	1.15	1.15	1.25	1.20	1.25	1.30
Belle Isle		Quart	1.15	1.15	1.25	1.20	1.25	1.30
Belle Isle		Pint	.60	.65	.70	.70	.70	.75
Lyons Chateau		Fifth	1.60	1.60	1.70	1.65	1.70	1.75
Washington State Belle Isle—Vin Rouge		Gallon	3.60	3.70	4.00	3.95	4.05	4.45
STILL WINES—SHERRY								
Bartala	(Import)	Fifth	2.50	2.55	2.60	2.65	2.65	2.75
Cella's	Private Stock	Fifth	1.40	1.45	1.55	1.50	1.50	1.60
Cresta Blanca		Quart	1.65	1.70	1.80	1.75	1.80	2.10
Cresta Blanca		Fifth	1.25	1.25	1.35	1.30	1.30	1.40
Garrett's	(Virginia Dare)	Fifth	1.10	1.10	1.20	1.15	1.20	1.25
Glanini	Private Stock	½ gallon	2.90	2.95	3.15	3.15	3.15	3.40
Glanini	Special Reserve	Quart	1.45	1.45	1.55	1.50	1.55	1.65
Glanini	Private stock	Fift	1.60	1.60	1.70	1.65	1.65	1.75
Hartley Dry		Fifth	1.60	1.65	1.70	1.65	1.70	1.80
Italian Swiss	Private stock	Fifth	1.65	1.65	1.75	1.70	1.70	1.80
Merito	(Import)	Fifth	2.40	2.45	2.55	2.50	2.50	2.65
Nelson's	(Import)	Fifth	2.30	2.35	2.45	2.40	2.45	2.55
Roma V. S	(Sweet Sherry)	Fifth	1.25	1.25	1.35	1.30	1.30	1.40
San Benito		Fifth	1.20	1.25	1.35	1.35	1.35	1.45
Santo Thomas	Mexico	Fifth	2.30	2.35	2.45	2.40	2.40	2.60
W. & H. Pondo	(Import)	Fifth	3.65	3.75	3.85	3.80	3.85	4.00
STILL WINES—TOKAY								
Glanini	Private stock	Fifth	1.60	1.60	1.70	1.65	1.65	1.75
Glanini	Special Reserve	Quart	1.45	1.45	1.55	1.50	1.55	1.65
STILL WINES—MUSCATEL								
Cella's	Private stock	Fifth	1.40	1.45	1.55	1.50	1.50	1.60
Garretts		Fifth	1.15	1.15	1.25	1.20	1.25	1.35
Glanini	Private stock	½ gallon	2.90	2.95	3.15	3.15	3.15	3.40
Glanini	Private stock	Fifth	1.60	1.60	1.70	1.65	1.70	1.75
Glanini	Special reserve	Quart	1.45	1.45	1.55	1.50	1.55	1.65
Italian Swiss Colony		Gallon	4.85	4.95	5.20	5.20	5.30	5.70
Italian Swiss Colony		Quart	1.45	1.45	1.55	1.50	1.55	1.65
Italian Swiss Colony		Fifth	1.25	1.30	1.35	1.35	1.35	1.45
Italian Swiss	Private stock	Fifth	1.65	1.65	1.75	1.70	1.70	1.80
Royal Host		Fifth	1.25	1.30	1.35	1.35	1.35	1.45
San Benito		Fifth	1.20	1.25	1.35	1.35	1.35	1.45
Santo Thomas		Fifth	2.30	2.35	2.45	2.40	2.40	2.60
Vinters Select		Fifth	1.05	1.10	1.15	1.15	1.15	1.25
San Benito		Fifth	1.20	1.25	1.35	1.35	1.35	1.45
Vinters Select		Fifth	1.05	1.10	1.15	1.15	1.15	1.25
STILL WINES—WHITE								
Belle Isle		Quart	1.10	1.10	1.20	1.15	1.20	1.25
Belle Isle		Pint	.55	.60	.65	.65	.65	.70
Chateau Lejon		Fifth	1.60	1.60	1.70	1.65	1.65	1.75
Garrett's	(Virginia Dare)	Fifth	1.15	1.15	1.25	1.20	1.25	1.30
Lyons Chateau		Fifth	1.55	1.55	1.65	1.60	1.65	1.70
Mousseux Ex Dry		Fifth	3.85	3.85	4.00	3.90	3.95	4.05
Santo Thomas	Mexico	Fifth	2.25	2.30	2.40	2.35	2.35	2.55
Washington State Belle Isle		Gallon	3.60	3.70	4.00	3.95	4.05	4.45
MISCELLANEOUS WINES								
Cella	Private stock (dry)	Fifth	1.40	1.40	1.50	1.45	1.45	1.55
Dubonnet		Fifth	2.05	2.05	2.15	2.15	2.20	2.30
Roma	(Dry Zinfandel)	Fifth	1.20	1.20	1.20	1.25	1.25	1.35
Roma V. S	(Dry)	Fifth	1.20	1.20	1.30	1.25	1.30	1.35
Simi Vineyard	(Zinfandel)	Fifth	1.20	1.25	1.30	1.30	1.25	1.45

[1] Zone 1 includes the area lying within the boundaries of the 1st Judicial Division, more particularly designated as all that part of the Territory of Alaska lying east of the one hundred and forty-first meridian of west longitude.

[2] Zone 2 includes all points on the Gulf of Alaska west of Zone 1, all of Kodiak Island, all points on the west coasts of Shelikoff Strait and Kamishak Bay, and all points on Cook Inlet with the exception of Anchorage (including Cordova, Valdez, Seward, Seldovia, Illamna and Hope).

[3] Zone 3 includes all points on the northern coast of the Alaska Peninsula, on Bristol Bay on Kuskokwim Bay on the Kuskokwim River north to Aniak, on the Bering Sea, on Norton Sound, on Bering Strait and on Kotzebue Sound (including Eregik, Naknek, Dillingham, Togiak, Quinkagak, Bethel, Fort St. Michael, St. Michael, Nome, Shishmaref, Deering, and Kotzebue).

[4] Zone 4 includes all points on the Alaska Railroad north of Seward to and including Anchorage.

[5] Zone 5 includes all points on the Alaska Railroad north of Anchorage and south of Curry.

[6] Zone 6 includes Curry, Nenana, Fairbanks and all points on the Alaska Railroad north of Curry.

[Paragraph (v), Table XXII added by Am. 21, 9 F.R. 2409, effective 8-6-44; former subparagraph (3) deleted, former (4) redesignated (3) and table amended by Am. 25, 9 F.R. 5485, effective 5-29-44]

(w) *Table XXIII: Maximum retail prices for macaroni and noodle products.*

Brand	Unit	Ketchikan	Wrangel, Petersburg	Juneau, Douglas	Skagway Haines	Sitka	Cordova, Valdez, Seward	Kodiak	Anchorage	Palmer and points on Alaska R. R. north of Anchorage and south of Curry	Curry and points on Alaska R. R. north of Curry to and including Fairbanks	Nome
Egg noodles:												
Plain—Sunset, Regal, Creamona	1#—bulk	$0.12	$0.13	$0.13	$0.13	$0.13	$0.14	$0.15	$0.15	$0.15	$0.17	$0.16
Napoli Semolina	1#—bulk	.18	.18	.18	.18	.18	.20	.20	.20	.20	.22	.22
Rose Chinese	1#—bulk	.22	.23	.23	.23	.23	.25	.25	.25	.26	.28	.27
Mission, Sunrise, S. B. Brand, Golden Grain.	1#—bulk	.25	.25	.25	.25	.25	.27	.27	.27	.27	.29	.24
Amoeat	16-ounce cello	.28	.29	.29	.29	.30	.31	.32	.30	.30	.32	.39
Big Value	12-ounce cello	.18	.18	.18	.19	.19	.20	.20	.18	.19	.20	.22
Creamette	5-ounce carton	.12	.12	.12	.13	.13	.14	.14	.14	.14	.14	.15
Fontana	9-ounce carton	.17	.17	.17	.17	.17	.19	.19	.17	.18	.18	.21
Fontana	16-ounce carton	.30	.30	.30	.30	.30	.32	.33	.31	.32	.34	.35
Fontana	5-ounce cello	.12	.12	.12	.12	.12	.13	.13	.13	.13	.14	.14
Fould's	12-ounce cello	.17	.17	.18	.18	.18	.21	.22	.17	.17	.18	.25
Golden Grain Chinese	8-ounce cello	.13	.13	.13	.13	.13	.14	.14	.14	.14	.15	.15
Manchu Chinese	5-ounce cello	.12	.12	.12	.13	.13	.14	.14	.14	.14	.14	.15
Mission	8-ounce cello	.16	.16	.16	.17	.17	.18	.18	.17	.17	.18	.20
Mission	16-ounce carton	.31	.31	.32	.32	.32	.35	.35	.32	.32	.34	.40
Mission	8-ounce cello	.18	.18	.18	.18	.18	.19	.19	.19	.19	.20	.20
Missionette	5-ounce carton	.12	.12	.12	.12	.12	.13	.13	.12	.13	.13	.14
Quaker	16-ounce carton	.30	.30	.31	.31	.32	.31	.35	.30	.31	.33	.39
R & W Krinkled	8-ounce cello	.16	.16	.16	.16	.16	.18	.18	.17	.17	.18	.20
Reliance	16-ounce cello	.31	.31	.31	.32	.32	.35	.35	.31	.32	.33	.40
Reliance	8-ounce cello	.13	.13	.13	.14	.14	.14	.14	.14	.15	.15	.15
Reliance Chinese	16-ounce cello	.31	.31	.31	.32	.32	.35	.35	.31	.32	.33	.40
Reliance egg twisters	16-ounce cello	.32	.33	.33	.33	.34	.36	.36	.33	.33	.35	.41
Reliance Krinkled Noodle-Ettes	8-ounce cello	.13	.13	.13	.13	.13	.13	.14	.14	.14	.15	.15
Rose Chinese												
Spaghetti and macaroni:												
Regal, Sunset and Creamona long and elbow.	1#—bulk	.12	.13	.13	.13	.13	.14	.15	.15	.15	.17	.16
Mission and S. B. Brands—long and elbow, Salad Mac, alphabets.	1#—bulk	.17	.17	.17	.18	.18	.19	.19	.19	.20	.21	.21
Napoli (Semolina) Paste—long and elbow, Salad Mac, alphabets.	1#—bulk	.18	.18	.18	.19	.19	.20	.20	.20	.21	.22	.22
Buitoni gluten spaghetti	8-ounce carton	.19	.19	.19	.20	.20	.20	.21	.21	.22	.23	.22
Creamettes—elbow macaroni	8-ounce carton	.12	.12	.12	.12	.12	.13	.13	.13	.13	.14	.14
Fontana—elbow and Salad Mac	8-ounce cello	.12	.12	.12	.12	.12	.13	.13	.13	.13	.14	.15
Fould's—long and elbow	8-ounce carton	.12	.12	.12	.12	.12	.13	.13	.13	.13	.14	.14
Gil-Yo-No spaghetti—cut	16-ounce carton	.26	.26	.27	.27	.27	.30	.31	.28	.28	.29	.35
Golden Grain—elbow macaroni	8-ounce carton	.12	.12	.12	.12	.12	.13	.13	.13	.13	.14	.14
Golden Grain—Long Mac, alphabet seashells.	16-ounce cello	.19	.19	.19	.20	.20	.22	.22	.20	.20	.22	.24
Golden Grain—coil	16-ounce cello	.20	.20	.21	.21	.21	.23	.23	.21	.21	.23	.27
Golden Grain—sphagetti	27-ounce cello	.28	.28	.29	.29	.29	.30	.30	.32	.33	.35	.33
Golden Grain—spaghetti dinner	8-ounce carton	.26	.26	.27	.27	.27	.28	.28	.28	.29	.29	.30
Kraft macaroni and cheese	7¼-ounce carton	.13	.14	.14	.14	.14	.15	.15	.14	.14	.15	.16
M & C spaghetti dinner	7-ounce carton	.30	.30	.30	.31	.31	.32	.32	.31	.31	.32	.34
Merlino	16-ounce carton	.21	.22	.22	.22	.22	.24	.24	.23	.24	.26	.27
Mission—long and elbow, alphabets, small seashell, salad macaroni.	8-ounce cello	.12	.12	.12	.12	.12	.13	.13	.13	.13	.14	.14
Mission—long and elbow, salad macaroni, alphabets, small seashells, soya elbow.	16-ounce cello	.20	.20	.21	.21	.21	.23	.23	.21	.22	.23	.25
Mission—long and elbow, salad macaroni	27-ounce cello	.30	.30	.31	.31	.31	.33	.34	.34	.34	.37	.36
Mission Best Bet	2½ #—cello	.32	.33	.33	.33	.34	.36	.36	.38	.39	.43	.40
Mother's spaghetti	8-ounce cello	.12	.12	.12	.12	.12	.13	.13	.13	.13	.14	.14
Quaker—long and elbow	8-ounce carton	.13	.13	.13	.13	.13	.13	.14	.14	.14	.15	.15
Reliance long and elbow, salad and small seashells, alphabets, coiled vermicelli.	8-ounce cello	.12	.12	.12	.12	.12	.13	.13	.13	.13	.14	.15
Reliance long and elbow, salad and small seashells, alphabets, coiled vermicelli.	16-ounce cello	.20	.20	.21	.21	.21	.23	.23	.21	.22	.23	.25
Reliance long and elbow, salad and small seashells, alphabets, coiled vermicelli.	27-ounce cello	.30	.30	.31	.31	.31	.33	.34	.34	.34	.37	.36
Ronzoni macaroni—bologna style	16-ounce carton	.23	.23	.23	.24	.24	.26	.26	.26	.26	.28	.28
Van Camp's Tenderoni	6-ounce carton	.12	.12	.12	.12	.12	.13	.13	.13	.13	.13	.16

[Paragraph (w), Table XXIII added by Am. 22, 9 F.R. 4029, 4245, 4985, effective 4-20-44]

(x) *Table XXIV: Maximum retail prices for canned beef, pork and poultry products.*

Item	Container	Ketchikan	Wrangell	Petersburg	Juneau-Douglas	Skagway-Haines	Sitka	Cordova	Valdez	Seward	Kodiak	Anchorage	Palmer and points on Alaska R. R. north of Anchorage and south of Curry	Curry and points on Alaska R. R. north of Curry to and including Fairbanks	Nome
Chicken and turkey:															
Lynden boned chicken	3½-oz. glass	$0.54	$0.54	$0.54	$0.54	$0.54	$0.54	$0.55	$0.55	$0.55	$0.55	$0.55	$0.55	$0.56	$0.56
Lynden diced chicken	4-oz. glass	.50	.50	.50	.50	.50	.50	.51	.51	.51	.51	.52	.53	.54	.52
Lynden chicken a la king	17-oz. glass	.49	.49	.49	.49	.49	.49	.51	.51	.51	.51	.54	.55	.58	.53
Lynden minced chicken	4-oz. glass	.47	.45	.45	.47	.47	.47	.48	.48	.48	.48	.47	.47	.51	.49
Lynden egg noodles and chicken	1-lb. glass	.39	.39	.39	.39	.39	.39	.41	.41	.41	.41	.42	.43	.46	.43
Lynden sliced chicken	5½-oz. glass	.80	.75	.75	.80	.80	.80	.82	.82	.82	.82	.77	.77	.84	.84
Lynden Twistee noodle dinner	1-lb. glass	.19	.19	.19	.19	.19	.19	.20	.20	.20	.20	.23	.23	.24	.22
Lynden boned turkey	5½-oz. glass	.75	.75	.75	.75	.76	.76	.77	.77	.77	.77	.78	.78	.79	.79
Lynden chunk turkey	1-lb. glass	1.44	1.44	1.44	1.45	1.45	1.45	1.48	1.48	1.48	1.48	1.50	1.51	1.54	1.51
Lynden egg noodles and turkey	1-lb. glass	.39	.37	.37	.40	.40	.40	.41	.41	.41	.41	.41	.42	.45	.43
Chili:															
Armour's chill con carne	1-lb. tin	.42	.42	.42	.42	.42	.42	.44	.44	.44	.44	.45	.46	.48	.46
Cerretelli with beans	8-oz. glass	.16	.16	.16	.16	.16	.16	.17	.17	.17	.17	.18	.18	.19	.18
Cerretelli with beans	16-oz. glass	.29	.29	.29	.29	.30	.30	.31	.31	.31	.31	.34	.35	.38	.33
Cerretelli with beans	24-oz. glass	.38	.39	.39	.39	.39	.39	.41	.41	.41	.41	.42	.43	.45	.44
Cerretelli with beans	15¾-oz. tin	.30	.30	.30	.31	.31	.31	.32	.32	.32	.32	.34	.35	.37	.34
Dennison's with beans	11-oz. tin	.25	.25	.25	.25	.25	.25	.26	.26	.26	.26	.29	.29	.31	.27
Morrell's	13-oz. tin	.27	.27	.27	.27	.27	.27	.28	.28	.28	.29	.31	.32	.34	.30

(x) *Table XXIV: Maximum retail prices for canned beef, pork and poultry products*—Continued.

Item	Container	Ketchikan	Wrangell	Petersburg	Juneau-Douglas	Skagway-Haines	Sitka	Cordova	Valdez	Seward	Kodiak	Anchorage	Palmer and points on Alaska R. R. north of Anchorage and south of Curry	Curry and points on Alaska R. R. north of Curry to and including Fairbanks	Nome
Deviled ham:															
Armour	3-oz. tin	$0.22	$0.22	$0.22	$0.22	$0.22	$0.22	$0.23	$0.23	$0.23	$0.23	$0.23	$0.24	$0.24	$0.23
Cudahy	3-oz. tin	.22	.22	.22	.22	.22	.22	.23	.23	.23	.23	.23	.23	.24	.23
Libby's	3-oz. tin	.22	.22	.22	.22	.22	.22	.23	.23	.23	.23	.23	.24	.24	.23
Swift	3-oz. tin	.22	.22	.22	.22	.22	.22	.23	.23	.23	.23	.23	.24	.24	.23
Underwood	3-oz. tin	.26	.26	.26	.26	.26	.26	.27	.27	.27	.27	.27	.28	.28	.28
Underwood	3-oz. glass	.28	.28	.28	.28	.28	.28	.29	.29	.29	.29	.29	.30	.31	.30
Wilson's certified	3-oz. tin	.18	.19	.19	.19	.19	.19	.19	.19	.19	.19	.20	.20	.21	.20
Deviled meat:															
Armour	3¼-oz. tin	.10	.10	.10	.10	.10	.10	.10	.10	.10	.10	.11	.11	.12	.11
Armour	5½-oz. tin	.15	.15	.15	.15	.15	.15	.16	.16	.16	.16	.16	.17	.18	.16
Libby's	3¼-oz. tin	.10	.10	.10	.10	.10	.10	.10	.10	.10	.10	.11	.11	.12	.11
Libby's	5½-oz. tin	.15	.15	.15	.15	.15	.15	.16	.16	.16	.16	.16	.17	.18	.16
Morrell's	3¼-oz. tin	.10	.10	.10	.10	.10	.10	.10	.10	.10	.10	.11	.11	.12	.11
Morrell's	5½-oz. tin	.15	.15	.15	.15	.15	.15	.16	.16	.16	.16	.16	.17	.18	.16
Swift Premium	3¼-oz. tin	.10	.10	.10	.10	.10	.10	.10	.10	.10	.10	.11	.11	.12	.11
Wilson's certified	3¼-oz. tin	.08	.08	.08	.08	.08	.08	.08	.08	.08	.08	.08	.09	.09	.09
Wilson's certified	5-oz. tin	.12	.12	.12	.12	.13	.13	.13	.13	.13	.13	.14	.14	.16	.14
Luncheon meats:															
Armour's lunch tongue	12-oz. tin	.55	.55	.55	.55	.55	.55	.56	.56	.56	.57	.57	.57	.58	.58
Armour's pressed ham	12-oz. tin	.50	.50	.50	.50	.50	.50	.51	.51	.51	.51	.53	.54	.55	.53
Armour's Treet	12-oz. tin	.48	.45	.45	.48	.48	.48	.49	.49	.49	.49	.49	.49	.52	.51
CAP corned beef	12-oz. tin	.48	.47	.47	.49	.49	.49	.50	.50	.50	.50	.50	.50	.54	.51
CAP corned beef	12-oz glass	.50	.49	.49	.50	.50	.50	.52	.52	.52	.52	.53	.53	.56	.53
Cudahy's Puritan lunch tongue	12-oz. tin	.64	.64	.64	.65	.65	.65	.66	.66	.66	.66	.68	.68	.70	.68
Cudahy's Rex lunch tongue	12-oz. tin	.55	.55	.55	.55	.56	.56	.57	.57	.57	.57	.59	.59	.61	.58
Cudahy's Puritan chopped pressed ham	12-oz. tin	.56	.56	.56	.56	.56	.56	.57	.57	.57	.57	.59	.59	.61	.59
Hormel's bacon	12-oz. tin	.56	.56	.56	.56	.56	.56	.57	.58	.57	.58	.59	.59	.61	.60
Hormel's Spam	12-oz. tin	.49	.46	.46	.49	.49	.50	.51	.51	.51	.51	.51	.52	.55	.52
Mor luncheon meat	12-oz. tin	.47	.47	.47	.47	.47	.47	.48	.48	.48	.48	.50	.51	.52	.50
Morrell's E-Z Serve corned beef	12-oz. tin	.44	.44	.44	.44	.44	.44	.45	.45	.45	.45	.47	.47	.49	.47
Morrell's E-Z Serve ham loaf	12-oz. tin	.63	.63	.63	.63	.63	.63	.65	.65	.65	.65	.67	.67	.69	.66
Morrell's savory ham, chopped, pressed	24-oz. tin	1.21	1.21	1.21	1.22	1.22	1.22	1.24	1.24	1.24	1.24	1.26	1.27	1.30	1.27
Morrell's E-Z Serve liver loaf	10½-oz. tin	.34	.35	.35	.35	.35	.36	.36	.36	.36	.36	.37	.38	.40	.38
Morrell's Pride, spiced	6-lb. tin	3.28	3.29	3.29	3.30	3.30	3.30	3.38	3.38	3.38	3.38	3.45	3.46	3.49	3.46
Morrell's pure pork	6-lb. tin	3.18	3.20	3.20	3.20	3.22	3.22	3.28	3.28	3.28	3.30	3.44	3.48	3.62	3.38
Morrell's Snack	12-oz. tin	.52	.52	.52	.52	.52	.52	.54	.54	.54	.54	.55	.56	.58	.55
Morrell's E-Z Serve tongue loaf	11¼-oz. tin	.50	.51	.51	.51	.51	.51	.52	.52	.52	.52	.53	.54	.55	.53
Morrell's E-Z Serve veal loaf	11½-oz. tin	.45	.43	.43	.45	.45	.45	.47	.47	.47	.47	.47	.46	.50	.49
Rath's luncheon meat	12-oz. tin	.50	.50	.50	.50	.51	.51	.52	.52	.52	.52	.54	.54	.56	.53
Swift's Prem	12-oz. tin	.50	.46	.46	.50	.50	.50	.51	.51	.51	.51	.51	.52	.55	.52
Swift's Prem	12-oz. glass	.50	.47	.47	.50	.50	.50	.52	.52	.52	.52	.53	.53	.57	.53
Pigs' feet:															
Armour's	14-oz	.38	.36	.36	.38	.38	.38	.40	.40	.40	.40	.41	.41	.46	.43
Armour's	28-oz	.60	.58	.58	.61	.62	.62	.64	.64	.64	.65	.64	.65	.73	.69
Carsten	14-oz	.36	.35	.35	.37	.37	.37	.39	.39	.39	.39	.40	.40	.45	.41
Carsten	28-oz	.60	.58	.58	.61	.61	.62	.65	.65	.65	.65	.64	.65	.73	.70
Fidelity	9-oz	.23	.22	.22	.23	.23	.23	.25	.25	.25	.25	.24	.25	.28	.27
Fidelity	14-oz	.29	.28	.28	.29	.29	.30	.31	.31	.31	.31	.32	.33	.38	.34
Hormel	1-lb	.37	.36	.36	.37	.38	.38	.39	.39	.39	.40	.42	.43	.45	.42
Hormel	28-oz	.60	.58	.58	.61	.61	.62	.64	.64	.64	.65	.63	.66	.72	.69
Morrell's	9-oz	.24	.23	.23	.25	.25	.25	.26	.26	.26	.26	.26	.26	.30	.28
Morrell's	14-oz	.33	.31	.31	.33	.33	.33	.35	.35	.35	.35	.36	.37	.41	.37
Morrell's	28-oz	.63	.60	.60	.63	.64	.64	.67	.67	.67	.68	.66	.67	.75	.72
Rath's	1-lb	.36	.35	.35	.37	.37	.37	.38	.38	.38	.39	.39	.40	.45	.41
Rath's	28-oz	.62	.60	.60	.63	.63	.64	.66	.66	.66	.67	.66	.67	.74	.71
Swift's	14-oz	.39	.38	.38	.39	.40	.40	.41	.41	.41	.42	.42	.43	.48	.44
Swift's	28-oz	.61	.59	.59	.62	.62	.62	.65	.65	.65	.66	.67	.69	.73	.70
Wilson's certified	14-oz	.31	.29	.29	.31	.32	.32	.33	.33	.33	.33	.34	.35	.40	.36
Wilson's certified	28-oz	.50	.48	.48	.51	.51	.52	.54	.55	.54	.55	.54	.55	.62	.59
Pork and sausage:															
Armour's pork sausage meat	1¼-lb. tin	.78	.78	.78	.78	.78	.79	.81	.81	.81	.81	.83	.84	.87	.83
Armour's Vienna sausage	4-oz. tin	.19	.19	.19	.19	.19	.19	.20	.20	.20	.20	.21	.21	.22	.21
Libby's Vienna sausage	4-oz. tin	.18	.18	.18	.18	.18	.18	.19	.19	.19	.19	.20	.20	.21	.21
Ravioli:															
Lynden Ravioli	1-lb. glass	.26	.26	.26	.27	.27	.27	.28	.28	.28	.20	.30	.31	.34	.31
Stripe's Ravioli	1-lb. glass	.21	.21	.21	.21	.21	.21	.23	.23	.23	.23	.25	.25	.28	.25
Tamales:															
Armour's	10¼-oz. glass	.26	.26	.26	.26	.27	.27	.28	.28	.28	.28	.30	.31	.33	.29
Stidd's	7-oz. glass	.35	.35	.35	.35	.35	.35	.36	.36	.36	.36	.37	.37	.38	.37
Wilson's certified	9¼-oz. glass	.16	.17	.17	.17	.17	.17	.18	.18	.18	.18	.19	.20	.21	.19

[Paragraph (x), Table XXIV added by Am. 23, 9 F.R. 4199, effective 4-24-44]

(y) *Table XXV: Maximum retail prices for flour and flour mixes.*

	Size	Ketchikan	Wrangell-Petersburg	Juneau-Douglas	Skagway-Haines	Sitka	Cordova-Valdez-Seward	Kodiak	Anchorage	Palmer	Fairbanks	Nome
All-purpose flour:												
Centennial Silk Sifted	5 lb	$0.38	$0.38	$0.39	$0.40	$0.40	$0.42	$0.44	$0.47	$0.49	$0.56	$0.45
Centennial Silk Sifted	10 lb	.73	.73	.75	.76	.76	.80	.84	.90	.94	1.09	.87
Centennial Silk Sifted	25 lb	1.52	1.51	1.56	1.58	1.59	1.65	1.74	1.94	2.04	2.35	1.82
Centennial Silk Sifted	50 lb	3.17	3.17	3.24	3.29	3.31	3.43	3.60	3.76	3.83	4.14	3.72
Drifted Snow	4.9 lb. or 5 lb	.40	.40	.41	.41	.42	.43	.45	.49	.51	.58	.47
Drifted Snow	10 lb	.76	.76	.78	.79	.79	.83	.87	.93	.97	1.12	.90
Drifted Snow	25 lb	1.57	1.57	1.61	1.63	1.64	1.70	1.78	1.99	2.07	2.39	1.84
Drifted Snow	50 lb	3.28	3.27	3.36	3.39	3.42	3.56	3.70	3.87	3.94	4.25	3.82
Drifted Snow	100 lb	6.33	6.32	6.47	6.56	6.60	6.83	7.18	7.51	7.65	8.27	7.42
Fisher's Blend	2 lb	.20	.20	.20	.21	.21	.21	.22	.24	.25	.28	.23
Fisher's Blend	5 lb	.40	.40	.41	.41	.42	.43	.46	.49	.51	.58	.47
Fisher's Blend	10 lb	.76	.76	.78	.79	.79	.83	.87	.93	.97	1.12	.90
Fisher's Blend	25 lb	1.57	1.56	1.60	1.63	1.64	1.70	1.78	1.99	2.08	2.40	1.87
Fisher's Blend	50 lb	3.28	3.27	3.35	3.39	3.42	3.56	3.70	3.87	3.94	4.25	3.82
Fisher's Blend	100 lb	6.33	6.32	6.47	6.56	6.60	6.83	7.18	7.51	7.65	8.27	7.42
Flagstaff	49 lb	2.61	2.60	2.68	2.73	2.75	2.87	3.04	3.20	3.27	3.58	3.15

(y) *Table XXV: Maximum retail prices for flour and flour mixes*—Continued.

	Size	Ketchikan	Wrangell-Petersburg	Juneau-Douglas	Skagway-Haines	Sitka	Cordova-Valdez-Seward	Kodiak	Anchorage	Palmer	Fairbanks	Nome
All-purpose flour—Con.												
Gold Medal	5 lb	$0.41	$0.41	$0.42	$0.43	$0.43	$0.45	$0.47	$0.50	$0.52	$0.59	$0.48
Gold Medal	10 lb	.79	.79	.81	.82	.83	.86	.90	.97	1.01	1.16	.93
Gold Medal	25 lb	1.63	1.62	1.66	1.69	1.70	1.76	1.84	2.05	2.15	2.46	1.93
Gold Medal	50 lb	3.40	3.39	3.47	3.51	3.54	3.65	3.83	3.99	4.06	4.34	3.94
Gold Medal	100 lb	6.58	6.57	6.73	6.81	6.86	7.09	7.44	7.76	7.90	8.52	7.66
Gold Medal	5 lb	.37	.37	.38	.39	.39	.41	.43	.46	.48	.55	.44
Happy Home	10 lb	.73	.73	.75	.76	.76	.79	.83	.90	.94	1.09	.86
Happy Home												
Biscuit mix:												
Bisquick	40 oz	.44	.44	.45	.46	.46	.47	.49	.49	.50	.54	.49
Fisher's Biskit Mix	40 oz	.42	.42	.43	.43	.44	.45	.46	.46	.47	.52	.48
Cake flour:												
Centennial Peach Blossom	2¼ lb	.32	.32	.32	.33	.33	.35	.36	.37	.38	.42	.39
Centennial Peach Blossom	4 lb	.40	.40	.41	.41	.42	.43	.45	.47	.49	.55	.46
Fisher's	2 lb	.23	.23	.23	.23	.23	.24	.25	.27	.28	.31	.26
Shurfine	2 lb	.20	.20	.20	.20	.20	.21	.22	.23	.25	.28	.23
Softasilk	44 oz	.38	.38	.39	.39	.40	.41	.42	.43	.43	.48	.44
Swansdown	44 oz	.38	.38	.39	.39	.40	.41	.43	.43	.44	.49	.44
Corn bread mix:												
Cinch	16 oz	.26	.26	.26	.26	.26	.27	.28	.27	.28	.30	.28
Cracked wheat:												
Fisher's	2 lb	.23	.23	.24	.24	.24	.25	.25	.27	.28	.31	.26
Fisher's	4.9 lb. or 5 lb	.34	.34	.35	.35	.36	.37	.39	.42	.44	.52	.41
Fisher's	9.8 lb. or 10 lb	.65	.65	.67	.68	.69	.72	.76	.83	.87	1.01	.79
Shurfine	2 lb	.20	.20	.20	.20	.21	.22	.23	.24	.25	.28	.24
Gingerbread mix:												
Dromedary	14 oz	.26	.26	.26	.26	.26	.27	.27	.27	.28	.29	.28
Duff's	14 oz	.31	.31	.32	.32	.32	.33	.34	.33	.33	.35	.34
Graham flour:												
Dennett	9 lb	.65	.65	.66	.67	.68	.70	.73	.81	.84	.97	.76
Fisher's	2 lb	.23	.23	.24	.24	.24	.25	.25	.27	.28	.31	.26
Fisher's	5 lb	.34	.34	.34	.35	.36	.37	.39	.43	.45	.52	.41
Fisher's	10 lb	.63	.63	.65	.66	.67	.68	.74	.81	.84	.99	.77
Shurfine	2 lb	.20	.20	.20	.20	.21	.22	.23	.24	.25	.28	.24
Muffin mix:												
Duff's	14 oz	.32	.32	.32	.32	.33	.33	.34	.33	.34	.36	.35
K. A. Honey Bran Mufmix	7¾ oz	.13	.13	.13	.13	.13	.14	.14	.13	.14	.14	.15
K. A. Honey Corn Mufmix	8 oz	.13	.13	.13	.13	.13	.14	.14	.13	.14	.14	.15
Pancake flour:												
Alber's Flapjack	20 oz	.17	.17	.17	.17	.17	.18	.19	.19	.19	.22	.19
Alber's Flapjack	2¼ lb	.32	.32	.32	.33	.34	.35	.36	.36	.37	.41	.38
Alber's Flapjack	4 lb	.42	.42	.43	.43	.43	.45	.46	.49	.51	.57	.48
Alber's Flapjack	9.8 lb	.85	.85	.87	.88	.88	.91	.95	1.03	1.07	1.21	.97
Aunt Jemima	20 oz	.19	.18	.19	.19	.19	.20	.21	.21	.21	.23	.21
Aunt Jemima	2¼ lb	.36	.36	.37	.37	.37	.38	.40	.40	.41	.45	.41
Aunt Jemima	3½ lb	.38	.38	.39	.40	.40	.41	.43	.45	.46	.52	.44
Aunt Jemima Buckwheat	20 oz	.23	.23	.24	.24	.24	.25	.26	.26	.26	.28	.26
Aunt Jemima Buckwheat	2¼ lb	.44	.44	.45	.45	.46	.47	.48	.49	.50	.55	.49
Aunt Jemima Buckwheat	5 lb	.73	.73	.74	.75	.75	.76	.78	.82	.84	.91	.80
Centennial	2½ lb	.28	.28	.28	.29	.29	.31	.32	.34	.35	.39	.35
Centennial	4 lb	.40	.40	.40	.41	.41	.44	.44	.49	.50	.56	.48
Centennial	10 lb	.87	.87	.89	.90	.91	.94	.98	1.04	1.08	1.22	1.01
Centennial	2 lb	.22	.22	.22	.23	.23	.23	.24	.26	.27	.30	.25
Centennial Hi Hat	14 oz	.31	.31	.32	.32	.32	.33	.34	.33	.33	.35	.34
Duff's Waffle Mix	2 lb	.21	.21	.21	.22	.22	.22	.23	.25	.26	.29	.24
Fisher's	4 lb	.40	.39	.40	.41	.41	.43	.44	.47	.49	.55	.46
Fisher's	10 lb	.85	.85	.87	.88	.89	.92	.96	1.03	1.07	1.21	.99
Fisher's	2 lb	.31	.31	.32	.32	.32	.32	.33	.35	.36	.39	.34
Fisher's Buckwheat	2 lb	.31	.31	.31	.32	.32	.33	.34	.34	.35	.39	.35
Jolly Joan	36 oz	.31	.31	.31	.32	.32	.33	.34	.33	.34	.37	.35
Jolly Joan Wheat and Soy	28 oz	.31	.31	.31	.32	.32	.33	.34	.34	.35	.39	.35
Peacock Buckwheat	2½ lb	.41	.41	.41	.42	.42	.43	.44	.45	.46	.51	.45
Peacock Buckwheat	4 lb	.52	.51	.52	.53	.53	.54	.56	.59	.60	.67	.58
Peacock Buckwheat	9.8 lb	1.15	1.14	1.16	1.17	1.18	1.21	1.25	1.32	1.36	1.50	1.29
Peacock Buckwheat	14 oz	.15	.15	.16	.16	.16	.16	.17	.17	.17	.19	.17
Sperry	28 oz	.27	.27	.28	.28	.28	.29	.30	.30	.31	.34	.30
Sperry	48 oz	.44	.44	.45	.46	.46	.47	.49	.50	.51	.56	.50
Sperry	4 lb	.47	.47	.48	.48	.48	.50	.52	.54	.56	.62	.53
Sperry	9.8 lb	.98	.97	.99	1.00	1.01	1.04	1.08	1.14	1.18	1.32	1.12
Pastry flour:												
Shurfine	2 lb	.20	.20	.20	.20	.21	.22	.23	.24	.25	.28	.24
Sperry Cake and Pastry	5 lb	.36	.36	.37	.38	.38	.40	.42	.45	.47	.54	.43
Sperry Cake and Pastry	9.8 lb. or 10 lb	.69	.68	.70	.71	.72	.75	.79	.86	.90	1.04	.83
Sperry Cake and Pastry	50 lb	3.00	3.02	3.09	3.14	3.16	3.28	3.45	3.61	3.68	3.99	3.56
White Spear	4.9 lb. or 5 lb	.36	.36	.37	.37	.38	.39	.41	.44	.46	.54	.43
White Spear	10 lb	.69	.68	.70	.71	.72	.75	.79	.86	.90	1.04	.83
White Spear	50 lb	2.98	2.98	3.05	3.10	3.12	3.24	3.41	3.57	3.64	3.95	3.53
Pie Crust Mix:												
Krusteaz	17 oz	.35	.35	.35	.35	.35	.36	.37	.38	.38	.41	.37
Potato Starch:												
Swan	16 oz	.22	.22	.23	.23	.23	.23	.24	.24	.25	.26	.24
Rye flour:												
Alber's	9.8 lb	.63	.62	.64	.65	.66	.69	.74	.80	.84	.98	.77
Bennett	9 lb	.65	.65	.66	.67	.68	.70	.74	.81	.84	.97	.76
Fisher's	2 lb	.25	.25	.25	.25	.25	.26	.28	.29	.30	.33	.28
Fisher's	5 lb	.34	.34	.35	.35	.36	.37	.39	.43	.44	.52	.41
Fisher's	10 lb	.64	.63	.65	.67	.67	.70	.75	.81	.85	1.00	.78
Whole wheat flour:												
Dennett	9 lb	.66	.66	.68	.69	.69	.71	.75	.82	.86	.98	.77
Fisher's	2 lb	.23	.23	.24	.24	.24	.25	.25	.27	.28	.31	.26
Fisher's	10 lb	.68	.68	.70	.71	.72	.75	.79	.86	.90	1.04	.82
Fisher's	50 lb	2.92	2.92	2.99	3.04	3.06	3.18	3.35	3.51	3.58	3.89	3.47
Fisher's	2 lb	.20	.20	.20	.20	.21	.22	.23	.24	.25	.28	.24
Shurfine												

[Paragraph (y), Table XXV added by Am. 28, effective 7-31-44]

NOTE: All reporting provisions of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 25th day of July 1944.

JAMES G. ROGERS, JR.,
Acting Administrator.

[F. R. Doc. 44-11122; Filed, July 25, 1944; 11:45 a. m.]

PART 1432—RATIONING OF CONSUMERS' DURABLE GOODS

[RO 9A,[1] Amdt. 10]

STOVES

A Rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Ration Order 9A is amended as follows:

1. Section 7.8 is amended to read as follows:

SEC. 7.8 *Damaged stoves may be transferred to certain persons without certificates and without application for approval*—(a) *General.* Damaged stoves (and undamaged stoves included in the same lot as the damaged stoves if the lot of stoves is transferred as a unit) may be transferred to, and acquired by, the following persons without the surrender of certificates and without application for approval of the transfer:

(1) A person who has insured the stoves against loss or damage; or

(2) A common or contract carrier in connection with his liability or payment for damage to the stove; or

(3) A person engaged primarily in the business of adjusting losses or salvaging damaged articles who takes possession of such articles on the occurrence of casualties or in direct connection with the adjustment of losses resulting from casualties.

(b) *Reporting acquisition of damaged stoves.* A person who acquires stoves under paragraph (a) of this Section must, within five (5) days after acquiring them, submit a signed report to the OPA District Office serving the area where his principal business office is located (or if he has no business office, the District Office serving the area where he lives), giving the following information;

(1) His name and address;

(2) The name and address of the person from whom the stoves were acquired;

(3) The total number of stoves, by type, acquired;

(4) The date when the stoves were acquired;

(5) The number of stoves damaged; and

(6) That the stoves were acquired without giving up certificates.

If he cannot give the quantity and type of stoves or the number of damaged stoves acquired on his first report, he must describe the approximate number of stoves, by type, and must give the exact information as soon as he can. He must keep a copy of each report required by this paragraph.

(c) *Disposal of stoves acquired under paragraph* (a)—(1) *General.* A person who acquires a stove pursuant to paragraph (a) may sell or transfer the stove (whether or not repaired) in the same manner that a dealer or distributor may sell or transfer stoves. If the sale or transfer must be made in exchange for a certificate, he must surrender the certificate within thirty (30) days to the OPA District Office where he is required to file his report.

(2) *When damaged stoves may be transferred certificate-free to dealers, distributors or manufacturers without approval; transferees must report.* A person who acquires a stove pursuant to paragraph (a), may also sell or transfer the stove (whether or not repaired), without the surrender of a certificate and without application for approval of the transfer, to a dealer, distributor or manufacturer. If the person to whom the stove is transferred is a dealer or distributor, he must, within five (5) days, file with his Board a report containing the same information required in paragraph (b). If he is a manufacturer, such information shall be included in his monthly report to the War Production Board. He must keep a copy of each report required by this subparagraph (2).

(3) *Transfers of damaged stoves by dealers or distributors who acquired them certificate-free.* When the dealer or distributor (to whom a stove has been sold or transferred under the preceding subparagraph) makes a sale or transfer of the stove (whether or not repaired), requiring the surrender of a certificate to him, he must promptly surrender the certificate to his Board. Until he has done so, he may not use any certificate to acquire that type of stove for inventory.

2. Section 7.9 is amended to read as follows:

SEC. 7.9 *Damaged stoves may be transferred without certificates upon approval of the Board or District Office*—(a) *Making application.* A person who has a damaged stove may apply for permission to transfer the stove without obtaining a certificate for it. If he is a consumer, dealer or distributor, he must apply to his Board; otherwise, he must apply to the OPA District Office serving the area where his principal business office is located (or if he has no business office to the District Office serving the area where he lives). (Other sections of this Article VII explain when stoves, whether or not damaged, may be transferred certificate-free.) The application must be signed and must state:

(1) The applicant's name and address;

(2) The number and type of stoves damaged;

(3) The cause and nature of the damage;

(4) How and when the stoves were acquired; and

(5) What efforts he has made to repair and sell or otherwise transfer the stoves for certificates and the reasons why he is unable to do so.

(b) *When permission may be granted.* If the Board or District Office finds that reasonable efforts have been made by the applicant to repair and sell or otherwise transfer the damaged stove in exchange for a certificate and that the stove cannot be sold or transferred for a certificate, it may grant permission, in writing, to the applicant to sell or transfer that stove without obtaining a certificate.

3. Section 7.9a is added as follows:

SEC. 7.9a *Dealers and distributors may get certificates to replace damaged stoves transferred or to be transferred without certificates*—(a) *Making application.* A dealer or distributor who sells or transfers a damaged stove without obtaining a certificate pursuant to section 7.8 (a), or who has obtained permission to so sell or transfer the stove under section 7.9, may apply to his Board for a certificate for that type of stove. The application must state:

(1) His name and address;

(2) The number and type of stoves transferred or to be transferred by him;

(3) The number and type of certificates, if any, given up by him for those stoves;

(4) How he acquired the stoves, if he did not give up certificates for them;

(5) The name and address of the person to whom the stoves were transferred, if transferred under section 7.8 (a); and

(6) That the stoves were transferred by the applicant without obtaining a certificate pursuant to section 7.8 (a) or 7.9, or will be so transferred pursuant to section 7.9.

(b) *When application may be granted.* If the Board finds that the applicant has sold or transferred damaged stoves without obtaining certificates in accordance with section 7.8 (a) or section 7.9, or has obtained permission to so sell or transfer damaged stoves in accordance with section 7.9, and that the stoves were acquired by the applicant before September 1, 1943 or for certificates (or were transferred in exchange for stoves acquired in that manner), it will issue to the applicant certificates for those stoves. However, if an applicant has received permission to sell or transfer damaged stoves certificate-free and the Board issues to him certificates for the stoves before he has sold or transferred them, he must, if he sells or transfers any such stove for a certificate, promptly surrender that certificate to his Board.

This amendment shall become effective on July 29, 1944.

NOTE: All reporting and record keeping requirements of this amendment to Ration Order 9A have been approved by the Bureau of the Budget in accordance with the provisions of the Federal Reports Act of 1942.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719; WPB Dir. 1, 7 F.R. 562, and Supp. Dir. 1-8, 8 F.R. 6018)

Issued this 25th day of July 1944.

JAMES G. ROGERS, JR.,
Acting Administrator.

[F. R. Doc. 44-11129; Filed, July 25, 1944; 11:47 a. m.]

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 11564.

PART 1499—COMMODITIES AND SERVICES

[Rev. SR 14 to GMPR, Amdt. 155]

ROSIN SIZE

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

The second paragraph of section 4.17 (c) is amended to read as follows:

"Rosin size" means sodium resinate produced in whole or in part from gum rosin.

This amendment shall become effective July 31, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 25th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-11124; Filed, July 25, 1944; 11:48 a. m.]

Chapter XIII—Petroleum Administration for War

[PDO 13, as Amended July 25, 1944]

PART 1526—MARKETING FUEL OIL

TRANSFER AND CONVERSION OF FUEL OIL

The fulfillment of the requirements for the defense of the United States has created in certain areas a shortage in the supply of fuel oil for defense, for private account, and for export; and the following order is deemed necessary and appropriate in the public interest to promote the national defense and to provide adequate supplies of fuel oil for military and other essential uses.

§ 1526.3 *Petroleum Distribution Order No. 13, as amended July 25, 1944*—(a) *Definitions.* (1) "Person" means any individual, partnership, corporation, association, government or government agency, or any other organized group or enterprise.

(2) "Fuel oil" means any liquid petroleum product commonly known as fuel oil, including grades Nos. 1, 2, 3, 4, 5, and 6, Bunker "C," Diesel oil, kerosene, range oil, gas oil, or any other liquid petroleum products (except gasoline) used for the same purposes as the above designated grades.

(3) "Alternate fuel" means any fuel other than fuel oil, electricity, natural gas, manufactured gas or mixed natural and manufactured gas.

(4) "Reinstalled facility" means any equipment formerly using fuel oil which has been converted, in Areas One and Two, subsequent to July 31, 1942, and in Area Three, subsequent to July 22, 1943, to the use of an alternate fuel and which is, or is to be, reconverted to the use of fuel oil, but does not include:

(i) Internal combustion engines.

(ii) Equipment designed and used for domestic cooking or illumination, or for raising and preparing for market crops, other agricultural products, poultry, or livestock.

(iii) Equipment designed to heat the space adjacent to such equipment without the use of pipes or ducts for conveying heat to such space.

(5) "New facility" means any fuel oil burning equipment other than a reinstalled facility acquired or installed in Areas One and Two subsequent to July 31, 1942, and in Area Three subsequent to July 22, 1943, but does not include:

(i) Internal combustion engines.

(ii) Equipment designed and used for domestic cooking or illumination, or for raising and preparing for market crops, other agricultural products, poultry, or livestock.

(iii) Equipment designed to heat the space adjacent to such equipment without the use of pipes or ducts for conveying heat to such space.

(iv) The replacement of worn-out parts or the replacement of fuel oil burning equipment for the purpose of increasing the efficiency thereof.

(6) "Standby facility" means any equipment (other than fireplaces) in serviceable operating condition, or which can be placed in serviceable operating condition, designed to use an alternate fuel, for the operation of which such fuel is available.

(7) "Coal spraying equipment" means any equipment designed to use or using fuel oil or any other petroleum product for the purpose of applying such fuel oil or other petroleum product to coal.

(8) "Passenger automobile" means any motor vehicle, other than a motorcycle, built primarily for the purpose of transporting passengers and having a rated seating capacity of seven persons or less.

(9) "Transfer" means to sell, give, exchange, lease, lend, deliver, receive, supply or furnish, and includes the acquisition of title by legal process or operation of law, such as, but not limited to, the acquisition of title by will, inheritance, or foreclosure; it also includes the use by any dealer or supplier of fuel oil held by him; but does not include the creation of a security interest or security title involving no change in possession. Delivery to a carrier for shipment, or by carrier in the course of or in completion of shipment, shall not be deemed a transfer to or by such carrier.

(10) "Area One" means the States of Connecticut, Delaware, Florida (east of the Appalachicola River), Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Vermont, Virginia, West Virginia, Wisconsin, and the District of Columbia.

(11) "Area Two" means the States of Oregon and Washington.

(12) "Area Three" means the States of Alabama, Arizona, Arkansas, California, Colorado, Florida (west of the Appalachicola River), Idaho, Louisiana, Mississippi, Montana, Nevada, New Mexico, Texas, Utah, and Wyoming.

(b) *Prohibited transfers of fuel oil.* (1) No person shall transfer or accept a transfer of fuel oil or any other petroleum product, other than grades Nos. 5, 6, and Bunker "C" fuel oil having an A. P. I. gravity of 20° or below, and asphalt and asphaltic products, for use in the operation of coal spraying equipment.

(2) No person shall transfer or accept a transfer of fuel oil for use in the operation of new facilities or reinstalled facilities except:

(i) Where, in the case of new construction, the new facilities were specified in the construction contract and the foundation under the main part of the structure in which the new facilities were to be installed was completed, in Areas One and Two, prior to July 31, 1942, or in Area Three prior to July 22, 1943;

(ii) Where, in the case of either new or reinstalled facilities, the person using such facilities cannot use an alternate fuel either because such fuel is unavailable or because technical utilization factors prevent its use;

(iii) Where the Office of Price Administration, under Revised Ration Order 11, issues a ration for fuel oil for use in a reinstalled facility in any case:

(*a*) In which a person is required under Revised Ration Order 11 to apply for a ration on OPA Form R-1100—Revised.

(*b*) In which a person is required under Revised Ration Order 11 to apply for a ration on OPA Form R-1101—Revised, and the annual ration is less than 10,000 gallons.

(3) No person shall transfer or accept a transfer of fuel oil for use in the operation of fuel oil burning equipment where standby facilities are available unless such standby facilities are operated to take the place of such equipment to the maximum possible extent and to effect the maximum reduction of fuel oil requirements.

(4) No person shall transfer or accept a transfer of fuel oil for the operation of a passenger automobile.

(5) No person shall transfer or accept a transfer of fuel oil for use in the operation of weed spraying or weed burning equipment for weed control purposes on any road, street, highway, or railway right-of-way.

(c) *Directions as to conversions.* The Petroleum Administrator for War or any designated representative of the Petroleum Administration for War may, from time to time, examine and investigate the fuel oil burning facilities owned or operated by any person for the purpose of determining whether such equipment can be converted to the use of a fuel other than fuel oil. In making such investigation, facts and circumstances which may relate to the particular problem, including the availability of substitute fuel, shall be considered. If it is found that the fuel oil burning facilities of any person may be converted to the use of a fuel other than fuel oil and that a supply of such fuel is available, without any unreasonable expenditure upon the part of the person and without working any exceptional or unreasonable hardship upon such person, then the Petroleum Administrator for War may, after notice sufficient to permit such conversion, forbid further transfers of fuel oil for use in such facilities.

(d) *Appeals.* Any person affected by this order who considers that compliance therewith would work an exceptional and unreasonable hardship upon him may file an appeal setting forth the pertinent facts and reasons why he considers himself entitled to relief. All appeals shall be filed in quadruplicate.

(e) *Appeals and correspondence.* All correspondence and all appeals filed under paragraph (d) shall, unless otherwise directed, be addressed to the District Director of Distribution and Marketing, Petroleum Administration for War, at:

(1) 122 East 42nd Street, New York, New York, if the fuel oil is to be delivered or used in the States of Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Delaware, Pennsylvania, Maryland, Virginia, West Virginia, North Carolina, South Carolina, Georgia, or Florida, or the District of Columbia.

(2) 1200 Blum Building, 624 South Michigan Avenue, Chicago, Illinois, if the fuel oil is to be delivered or used in the States of Ohio, Kentucky, Tennessee, Indiana, Michigan, Illinois, Wisconsin, Minnesota, Iowa, Missouri, Oklahoma, Kansas, Nebraska, South Dakota, or North Dakota.

(3) 245 Mellie Esperson Building, Houston, Texas, if the fuel oil is to be delivered or used in the States of Alabama, Mississippi, Louisiana, Arkansas, Texas, or New Mexico.

(4) 320 First National Bank Building, Denver, Colorado, if the fuel oil is to be delivered or used in the States of Montana, Wyoming, Colorado, Utah, or Idaho.

(5) 855 Subway Terminal Building, Los Angeles, California, if the fuel oil is to be delivered or used in the States of Arizona, California, Nevada, Oregon, or Washington, or the Territories of Alaska or Hawaii.

(f) *Violations.* Any person who wilfully violates any provision of this order, or who, by any act or omission, falsifies records kept or information furnished in connection with this order is guilty of a crime and upon conviction may be punished by fine or imprisonment.

Any person who wilfully violates any provision of this order may be prohibited from delivering or receiving any material under priority control, or such other action may be taken as is deemed appropriate.

(g) *Effective date.* This order shall become effective on the 29th day of July, 1944.

(E.O. 9276, 7 F.R. 10091; E.O. 9125, 7 F.R. 2719; Directive No. 30 of the WPB, 8 F.R. 11559; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 25th day of July 1944.

RALPH K. DAVIES,
Deputy Petroleum Administrator for War.

[F. R. Doc. 44-11120; Filed, July 25, 1944; 11:07 a. m.]

*Copies may be obtained from the Office of Price Administration.

Notices

DEPARTMENT OF THE INTERIOR.

Bureau of Reclamation.

KLAMATH PROJECT, OREG.

REVOCATION OF FIRST FORM WITHDRAWAL

JUNE 30, 1944.

THE SECRETARY OF THE INTERIOR.

SIR: From recent investigations in connection with the Klamath project, the withdrawal of the hereinafter described lands, withdrawn in the first form prescribed by section 3 of the act of June 17, 1902 (32 Stat. 388) by Departmental Order of January 20, 1910, no longer appears necessary to the interests of the project.

It is therefore recommended that so much of said order as withdrew the lands hereinafter listed be revoked, provided that such revocation shall not affect the withdrawal of any other lands by said order or affect any other order withdrawing or reserving the lands hereinafter listed.

KLAMATH PROJECT

WILLAMETTE MERIDIAN, OREGON

T. 34 S., R. 6 E.,
Sec. 1, Lot 24, NE¼SW¼, N½SE¼.

Respectfully,

[SEAL] H. W. BASHORE,
Commissioner.

I concur: July 11, 1944.

FRED W. JOHNSON,
Commissioner of the General Land Office.

The foregoing recommendation regarding the Klamath project is hereby approved, and it is so ordered. The jurisdiction over and use of such lands by the Bureau of Reclamation shall cease upon the date of the signing of this order.

This order, however, shall not otherwise become effective to change the status of the lands until 10:00 o'clock a. m. of the sixty-third day from the date on which it is signed, whereupon the lands shall, subject to valid existing rights, become subject to such application, petition, location, or selection as may be authorized by the public-land laws in accordance with the provisions of 43 CFR 295.8 (Circ. 324, May 22, 1914, 43 L. D. 254) and 43 CFR Part 296, to the extent that these regulations are applicable.

The Commissioner of the General Land Office is hereby authorized and directed to cause the records of his office and of the district land office to be noted accordingly.

MICHAEL W. STRAUSS,
Assistant Secretary.

JULY 18, 1944.

[F. R. Doc. 44-11077; Filed, July 25, 1944; 9:48 a. m.]

FEDERAL POWER COMMISSION.

[Docket No. G-551]

CINCINNATI GAS TRANSPORTATION CO., ET AL.

ORDER FIXING DATE OF HEARING

JULY 22, 1944.

In the matter of Cincinnati Gas Transportation Company, United Fuel Gas Company and Warfield Natural Gas Company.

Upon consideration of the joint application filed May 26, 1944, by Cincinnati Gas Transportation Company, United Fuel Gas Company and Warfield Natural Gas Company, as amended by an amendment to the joint application filed July 6, 1944, for a certificate of public convenience and necessity under section 7 of the Natural Gas Act, as amended, to authorize the construction and operation of the following-described facilities:

(1) Facilities proposed to be constructed by Cincinnati Gas Transportation Company:

An 8-inch pipe line, 400 feet in length, with a measuring station and appurtenant facilities at Leach, Kentucky, to permit delivery of natural gas to be received from Tennessee Gas and Transmission Company to Cincinnati Gas Transportation Company.

(2) Facilities proposed to be constructed by Warfield Natural Gas Company:

(i) A 10-inch pipe line, 1,350 feet in length, with appurtenant facilities, near Burnaugh, Kentucky, extending from the pipe line of Tennessee Gas and Transmission Company in a westerly direction to connect with an existing pipe line of the Warfield Natural Gas Company.

(ii) A 10-inch pipe line, 2,034 feet in length, near Burnaugh, Kentucky, extending from an existing 10-inch pipe line of Warfield Natural Gas Company in an easterly direction to connect at a point on the west side of Big Sandy River with a 10-inch pipe line proposed to be constructed by United Fuel Gas Company, together with a measuring station and appurtenant facilities.

(3) Facilities proposed to be constructed by United Fuel Gas Company:

(i) A 10-inch pipe line, 1,995 feet in length with appurtenant facilities near Burnaugh, Kentucky, extending from a point of interconnection with a proposed pipe line of Warfield Natural Gas Company on the west side of the Big Sandy River, in an easterly direction across the Big Sandy River to an existing 20-inch pipe line owned by United Fuel Gas Company.

(ii) A 12-inch pipe line, 450 feet in length, at Kenova compressor station of Cincinnati Gas Transportation Company, to transport natural gas to be received from Tennessee Gas and Transmission Company to United Fuel Gas Company lines and thence to The Ohio Fuel Gas Company, together with appurtenant facilities including a 20-inch gas-mixing chamber, gate valves, and measuring station structures and equipment.

(iii) A pipe line consisting of 32,800 feet of 12-inch and 4,000 feet of 16-inch pipe, extending from a point on the Tennessee Gas and Transmission Company 20-inch pipe line, in Kanawha County, West Virginia, in a northerly direction to Lewis compressor station of United Fuel Gas Company in Roane County, West Virginia, together with appurtenant measuring station structure and equipment.

The Commission orders that:

(A) A public hearing be held commencing on August 30, 1944, at 9:45 a. m., in the Hearing Room of the Federal Power Commission, 1800 Pennsylvania Avenue, N. W., Washington, D. C., with respect to the matters involved and the issues presented in this proceeding.

(B) Interested State commissions may participate in this hearing as provided in § 67.4 of the provisional rules of practice and regulations under the Natural Gas Act.

By the Commission.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 44-11076; Filed, July 25, 1944; 9:45 a. m.]

[Docket Nos. G-473 and G-552]

SOUTHERN NATURAL GAS CO.

ORDER CONSOLIDATING PROCEEDINGS AND FIXING DATE OF HEARING

JULY 22, 1944.

Upon consideration of the following applications filed by Southern Natural Gas Company (Applicant) for certificates of public convenience and necessity pursuant to Section 7 of the Natural Gas Act, as amended:

(a) Application filed June 10, 1943, and amendment thereto filed April 7, 1944 (Docket No. G-473), for authority to construct and operate the following described facilities:

(1) Approximately 16,874 feet of 12-inch loop line extending southeasterly across Perry County, Alabama, parallel to the Montgomery branch line to the Selma Compressor Station site and known as part of the "Montgomery Loop";

(2) Approximately 27,927 feet of 12-inch loop line extending southeasterly and easterly parallel to the Montgomery branch line in Dallas County, Alabama, and known as part of the "Montgomery Loop";

(3) Approximately 20,700 feet of 22-inch loop line extending westward from the Onward Compressor Station to and beyond Steele Bayou, Issaquena County, Mississippi, and three parallel 12-inch lines each approximately 438 feet in length across Steele Bayou;

(4) Approximately 3,775 feet of 12-inch loop line extending across Shoal Creek in Jefferson County, Alabama;

(5) Approximately 697 feet of 12-inch loop line extending across Valley Creek in Jefferson County, Alabama;

(6) Approximately 29,505 feet of 10-inch loop line extending from the main line in Fulton County, Georgia, to the North Atlanta Meter Station;

(7) Approximately 1,450 feet of 10-inch loop line extending from the Macon branch line to the city of Macon in Bibb County, Georgia;

(8) Approximately 26.8 miles of loop line paralleling its main transmission line in Mississippi and known as the "Pickens Loop";

(9) Approximately 5.4 miles of 20-inch loop line paralleling its main transmission line in Georgia and known as the "Georgia Loop";

(10) Lines, heaters and meters in the Logansport gas field, measuring stations, tap lines, radio and automotive equipment, telephone line additions, dehydrator plant boiler, measurement department integrator, and miscellaneous compressor station and transmission pipe line equipment;

(b) Application filed June 1, 1944 (Docket No. G-552) for authority to construct and operate the following described facilities:

(1) Approximately 5 miles of 4-inch pipe line commencing at a point of connection with an existing pipe line belonging to the Tennessee Coal, Iron & Railroad Company near its Wenonah Sintering Plant and extending to the Spaulding Sintering Plant or Republic Steel Corporation near Spaulding, Jefferson County, Alabama, together with appropriate metering and pressure regulating equipment for the direct sale of natural gas to Republic Steel Corporation;

(2) Seven air-cooled mufflers on seven 1,300 horsepower gas compressors at Applicant's Perryville, Louisiana, Compressor Station;

(3) Two gas scrubbers at Applicant's existing dehydration plant at Logansport, Louisiana;

(4) Appurtenant facilities consisting principally of meters, tap lines, radio equipment, valves, drips, regulators, etc.;

It appearing to the Commission that:

(1) The above-docketed proceedings may involve substantially similar issues and facts;

(2) Good cause exists for consolidating the above matters for the purpose of hearing thereof;

The Commission orders that:

(A) The above-docketed proceedings be and they are hereby consolidated for the purpose of hearing;

(B) A public hearing be held commencing on August 22, 1944, at 10:00 a. m. (E. W. T.) in the Hearing Room of the Federal Power Commission, Hurley-Wright Building, 1800 Pennsylvania Avenue, N. W., Washington, D. C., respecting the matters involved and the issues presented in these proceedings;

(C) Interested state commissions may participate in the hearing as provided in § 67.4 of the provisional rules of practice and regulations under the Natural Gas Act.

By the Commission.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 44-11075; Filed, July 25, 1944; 9:46 a. m.]

INTERSTATE COMMERCE COMMISSION.

[S. O. 70-A, Special Permit 400]

RECONSIGNMENT OF POTATOES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, July 20, 1944, by Christ Hansen Company of car ART 23002, potatoes, now on the Chicago Produce Terminal to Milwaukee, Wisconsin, via C&NW Railroad.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 20th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-11085; Filed, July 25, 1944; 10:51 a. m.]

[S. O. 70-A, Special Permit 401]

RECONSIGNMENT OF PEAS AT PHILADELPHIA, PA.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Philadelphia, Pennsylvania, July 20, 1944, by Star Produce Company (Max Lutz) of cars PFE 43579 and NRC 10423, peas, now on the Pennsylvania Railroad, to Kadish & Dwick, New York, New York.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 20th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-11086; Filed, July 25, 1944; 10:51 a. m.]

[S. O. 70-A, Special Permit 402]

RECONSIGNMENT OF ORANGES AT MABSCOTT, W. VA.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No 70-A insofar as it applies to the reconsignment at Mabscott, West Virginia, July 20, 1944, by California Fruit Growers Exchange of car NRC 3066, oranges, now on the Chesapeake and Ohio Railway to Baltimore, Maryland, or Philadelphia, Pennsylvania.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 20th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-11087; Filed, July 25, 1944; 10:51 a. m.]

[S. O. 70-A, Special Permit 403]

RECONSIGNMENT OF TOMATOES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No 70-A insofar as it applies to the reconsignment at Chicago, Illinois, July 20, 1944, by Gridley Maxon Company of car URT 9179, tomatoes, now on the Chicago Produce Terminal, to Sawyer Company, Boston, Massachusetts.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 20th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-11088; Filed, July 25, 1944; 10:51 a. m.]

[S. O. 70-A, Special Permit 404]

RECONSIGNMENT OF WATERMELONS AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, July 20, 1944, by Cohen and Gordon of car IC 45913, watermelons, now on the Chicago Produce Terminal, to Roosevelt Produce Company, Milwaukee, Wisconsin (C&NW).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 20th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-11089; Filed, July 25, 1944; 10:51 a. m.]

[S. O. 70-A, Special Permit 405]

RECONSIGNMENT OF CHERRIES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, July 20, 1944, by Auster Company of car PFE 76412, cherries, now on the Chicago and Northwestern Railway to Hyman Vandenberg, New York, New York.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 20th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-11090; Filed, July 25, 1944; 10:51 a. m.]

[S. O. 70-A, Special Permit 406]

RECONSIGNMENT OF GRAPEFRUIT AT PITTSBURGH, PA.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 9535, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Pittsburgh, Pennsylvania, July 20, 1944, by Mutual Orange Distributors, of car NP 93556, grapefruit, now on the Pennsylvania Railroad, to Syracuse, New York (PRR-NYC).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 20th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-11091; Filed, July 25, 1944; 10:51 a. m.]

[S. O. 70-A, Special Permit 407]

RECONSIGNMENT OF ONIONS AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies

to the reconsignment at Chicago, Illinois, July 20, 1944, by Robert L. Berner Company of car FGE 50697, onions, now on the Chicago Produce Terminal, to William Fean, Columbus, Ohio (PRR).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 20th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-11092; Filed, July 25, 1944; 10:52 a. m.]

[S. O. 70-A, Special Permit 408]

RECONSIGNMENT OF WATERMELONS AT CINCINNATI, OHIO

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Cincinnati, Ohio, July 21, 1944, by James Pearl Company of cars of watermelons, now on the Southern Railway at Cincinnati, Ohio, to L & N 97370 to Bloomington, Indiana, via B/4, L & N 98126 to Wilmington, Ohio, via B & O, C of Ga. 56192 to Spencer, West Virginia via B & O

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 21st day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-11093; Filed, July 25, 1944; 10:52 a. m.]

[S. O. 70-A, Special Permit 409]

RECONSIGNMENT OF PEACHES AT MILWAUKEE, WIS.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Milwaukee, Wisconsin, July 21, 1944, by Morris Goldman, Inc., of car FGE 36974, peaches, now on the C. M. St. P. & P. Railroad, to D. L. Piazza Company, Minneapolis, Minnesota, (Milw.).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 21st day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-11094; Filed, July 25, 1944; 10:52 a. m.]

[S. O. 70-A, Special Permit 410]

RECONSIGNMENT OF MELONS AT LITTLE ROCK, ARK.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Little Rock, Arkansas, July 21, 1944, by C. H. Briley Wholesale Produce Company, of cars of melons, now on the Missouri Pacific Railroad, TNO 62087, to St. Louis, Missouri, and SP 70702, to Camp Robinson, Little Rock, Arkansas.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 21st day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-11095; Filed, July 25, 1944; 10:52 a. m.]

[S. O. 200, Special Permit 146]

ICING OF POTATOES AT DESIGNATED POINTS

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To initially ice the following cars potatoes, WFE 49148 from Melfa, Virginia to Charleston, South Carolina, PRR-NS-Sou, FGE 10436, from Birds Nest, Virginia, to Dalesville, Alabama, PRR-ACL, FGE 45057 from Olney, Virginia to Camp Sibert, Etowah County, Alabama, PRR-Sou. All shipped by Eastern Shore of Virginia Produce Exchange, Olney, Virginia.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 20th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-11096; Filed, July 25, 1944; 10:52 a. m.]

[S. O. 200, Special Permit 148]

ICING OF POTATOES AT NORFOLK, VA.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To initially ice at Norfolk, Virginia (Pennsylvania Railroad), as ordered by Eastern Shore of Virginia Produce Exchange, car WFE 63756, potatoes, moving July 21, 1944, from Tasley, Virginia, to Provision, Clothing and Commissary Officer, U. S. Naval Operating Base, Key West, Florida (PRR-ACL-FEC-Overseas Transportation Company).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 21st day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-11097; Filed, July 25, 1944; 10:53 a. m.]

OFFICE OF ALIEN PROPERTY CUSTODIAN.

[Vesting Order 3950]

HUGO HOHENSTEIN

In re: Trust under the will of Hugo Hohenstein, deceased; File D-28-1709; E. T. sec. 709.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Emanuel Butter, as Trustee, acting under the judicial supervision of the Surrogate's Court, New York County, New York;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Hermann Hohenstein, Germany.
Hedwig, Hohenstein, Germany.
Alma Elkan or her issue, Germany.
Susie Luley or her issue, Holland.
Elizabeth Hohenstein, Stalens or her issue, Holland.

And determining that—

(3) Susie Luley, issue of Susie Luley, Elizabeth Hohenstein Stalens, and issues of Elizabeth Hohenstein Stalens, citizens or subjects of a designated enemy country, Germany, and within an enemy-occupied area, Holland, are nationals of a designated enemy country, Germany;

(4) To the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Hermann Hohenstein, Hedwig Hohenstein, Alma Elkan or her issue, Susie Luley or her issue and Elizabeth Hohenstein Stalens or her issue, and each of them, in and to a trust created under the will of Hugo Hohenstein, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon on form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 17, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44-11115; Filed, July 25, 1944; 11:29 a. m.]

[Vesting Order 3951]

HERMAN SCHENUIT

In re: Estate of Herman Schenuit, deceased; File D-28-8830; E. T. sec. 10871.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Miriam E. O'Donnell, Administratrix, d. b. n. c. t. a., acting under the judicial supervision of the Orphans' Court of Philadelphia County, Pennsylvania;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Personal representatives, heirs, next of kin, legatees and distributees, names unknown, of Bernard Schenuit, deceased, Germany.
Edward Schenuit, Germany.
Personal representatives, heirs, next of kin, legatees and distributees, names unknown, of Helen Schenuit, deceased, Germany.
Personal representatives, heirs, next of kin, legatees and distributees, names unknown, of Maria Schenuit, deceased, Germany.
Joseph Schenuit, Germany.
Frank Schenuit, Germany.
Wilhelm Schenuit, Germany.
Regina Schenuit, Germany.
Josephine Schenuit, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of the Personal representatives, heirs, next of kin, legatees and distributees, names unknown, of Bernard Schenuit, deceased, Edward Schenuit, Personal representatives, heirs, next of kin, legatees and distributees, names unknown, of Helen Schenuit, deceased, Personal representatives, heirs, next of kin, legatees and distributees, names unknown, of Maria Schenuit, deceased, Joseph Schenuit, Frank Schenuit, Wilhelm Schenuit, Regina Schenuit and Josephine Schenuit, and each of them, in and to the estate of Herman Schenuit, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon on form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 17, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44-11116; Filed, July 25, 1944; 11:29 a. m.]

[Vesting Order 3952]

PHILIP L. SCHULENBERG

In re: Estate of Philip L. Schulenberg, deceased; File D-28-8658; E. T. sec. 10460.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Joseph E. Blair, Executor, acting under the judicial supervision of the Orphans' Court of Baltimore County, Maryland;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Johan Schulenberg or his issue, Germany.
George Schulenberg or his issue, Germany.
Henrietta Kreis or her issue, Germany.
Wilhelm Schulenberg or his issue, Germany.
Dora Ohlroggee or her issue, Germany.
Minna Voss Suligen or her issue, Germany.
Karl Schulenberg or his issue, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Johan Schulenberg or his issue, George Schulenberg or his issue, Henrietta Kreis or her issue, Wilhelm Schulenberg or his issue, Dora

Ohliroggee or her issue, Minna Voss Suligen or her issue and Karl Schulenberg or his issue, and each of them, in and to the estate of Philip L. Schulenberg, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 17, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11117; Filed, July 25, 1944; 11:29 a. m.]

[Vesting Order 3953]

JANE E. TRIEBELS

In re: Trust under the will of Jane E. Triebels, deceased; File D–28–2381; E. T. sec. 4366.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by the Provident Trust Company of Philadelphia, Trustee, acting under the judicial supervision of the Orphans' Court of Philadelphia County, Pennsylvania;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Mary Triebels Fausten (formerly known as Mary Davis Baker), Germany.
Elsa Triebels Buddeberg, Germany.
Gerda Ingeborg Buddeberg, Germany.
Walter Harro Buddeberg, Germany.
Children and their issue, names unknown, of Elsa Triebels Buddeberg, Germany.
Marion C. Fausten, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interest:

All right, title, interest and claim of any kind or character whatsoever of Mary Triebels Fausten (formerly known as Mary Davis Baker), Elsa Triebels Buddeberg, Gerda Ingeborg Buddeberg, Walter Harro Buddeberg, Children and their issue, names unknown, of Elsa Triebels Buddeberg, and Marion C. Fausten, and each of them, in and to the trust created under the will of Jane E. Triebels, deceased,

to be held, used, administered, liquidated, sold or otherwise dealth with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 17, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11118; Filed, July 25, 1944; 11:29 a. m.]

[Vesting Order 3954]

EMIL WEIL

In re: Estate and trust under the will of Emil Weil, deceased; File D–28–8583; E. T. sec. 10164.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Commonwealth Trust Company of Pittsburgh, 312 Fourth Avenue, Pittsburgh, Pennsylvania, Executor and Trustee, acting under the judicial supervision of the Orphans' Court of Allegheny County, Pennsylvania;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Carl Weil, Germany.
Bertha Grumbach, Germany.
Robert Grumbach, Germany.
Heirs and next of kin, names unknown, of Carl Weil, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Carl Weil, Bertha Grumbach, Robert Grumbach, the heirs and next of kin, names unknown, of Carl Weil, and each of them, in and to the Estate of Emil Weil, deceased, and in and to the trusts created under the Will of Emil Weil,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 17, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11119; Filed, July 25, 1944; 11:30 a. m.]

[Vesting Order 3956]

META MADES

In re: Estate of Meta Mades, deceased; File D–28–6627; E. T. sec. 4871.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Caroline Strack, Executrix, acting under the judicial supervision of the Hudson County Orphans' Court, County of Hudson, State of New Jersey;

(2) Such property and interests are payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely,

National and Last Known Address

Claus Umlandt, Germany.

And determining that—

(3) If such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country, Germany; and,

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Claus Umlandt in and to the estate of Meta Mades, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 17, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11105; Filed, July 25, 1944; 11:30 a. m.]

[Vesting Order 3957]

JOSEPHINE REGNAULT

In re: Estate of Josephine Regnault, deceased; File No. D–28–1430; E. T. sec. 91.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Treasurer of the City of New York and the Comptroller of the State of New York, as depositaries, acting under the judicial supervision of the Surrogate's Court of Bronx County, New York;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely

Nationals and Last Known Address

Friedrich Regnault, Germany.
Magdalena Roth, Germany.
Magdalene Roth, Germany.
Elizabeth Michel, Germany.
Susan Bachmann, Germany.
Daniel Roth, Germany.
Jacob Reinhardt, Germany.
The heirs, legatees, devisees, distributees, executor or administrator, names unknown, of Marie Reinhardt, deceased, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title interest, and claim of any kind or character whatsoever of Friedrich Regnault, Magdalena Roth, Magdalene Roth, Elizabeth Michel, Susan Bachmann, Daniel Roth, Jacob Reinhardt and the heirs, legatees, devisees, distributees, executor or administrator, names unknown, of Marie Reinhardt, deceased, and each of them in and to the Estate of Josephine Regnault, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated" enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 17, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11106; Filed, July 25, 1944; 11:30 a. m.]

[Vesting Order 3958]

CONRAD REINHARDT

In re: Estate of Conrad Reinhardt, also known as Konrad Reinhardt, deceased; File No. F–28–3379; E. T. sec. 863.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Carlos A. Hepp, as ancillary administrator, c. t. a., acting under the judicial supervision of the Surrogate's Court of Bronx County, New York;

(2) Such property and interests are payable or deliverable to, or claimed by nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Elise Schreiber, Germany.
Marie Reinhardt, Germany.
Frieda Reinhardt, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Elise Schreiber, Marie Reinhardt and Frieda Reinhardt, and each of them, in and to the Estate of Conrad Reinhardt, also known as Konrad Reinhardt, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 17, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11107; Filed, July 25, 1944; 11:31 a. m.]

[Vesting Order 3959]

KAETHE REINHARDT

In re: Estate of Kaethe Reinhardt, also known as Katchen Reinhardt, deceased; File No. F–28–3382; E. T. sec. 679.

Under the authority of the Trading with the Enemy Act, as amended, and

Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Carlos A. Hepp, as ancillary administrator, c. t. a., acting under the judicial supervision of the Surrogate's Court of Bronx County, New York;

(2) Such property and interests are payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely,

National and Last Known Address

Frieda Reinhardt, Germany.

And determining that—

(3) If such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Frieda Reinhardt in and to the estate of Kaethe Reinhardt, also known as Katchen Reinhardt, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 17, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11108; Filed, July 25, 1944; 11:31 a. m.]

[Vesting Order 3960]

MARGARETHE S. REINHARDT

In re: Estate of Margarethe S. Reinhardt, also known as Gretchen Reinhardt, deceased; File D–28–1716; E. T. sec. 729.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Carlos A. Hepp, Ancillary Administrator, c. t. a., acting under the judicial supervision of the Surrogate's Court, Bronx County, New York;

(2) Such property and interests are payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely,

National and Last Known Address

Frida Reinhardt also known as Frida Johanna Reinhardt, Germany.

And determining that—

(3) If such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Frieda Reinhardt, also known as Frida Johanna Reinhardt, in and to the estate of Margarethe S. Reinhardt, also known as Gretchen Reinhardt, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 17, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11109; Filed, July 25, 1944; 11:31 a. m.]

[Vesting Order 3961]

KUNIGUNDA RIENECKER

In re: Estate of Kunigunda Rienecker, deceased; File D–28–8393; E. T. sec. 9721.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by William E. Schubert, Executor, acting under the judicial supervision of the Orphans' Court of Philadelphia County, Pennsylvania;

(2) Such property and interests are payable or deliverable to, or claimed by an agency or instrumentality of a designated enemy country, Germany, namely,

The Mayor of Huckelheim, Huckelheim, Bayern, Germany.

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of The Mayor of Huckelheim, Huckelheim, Bayern, Germany, in and to the estate of Kunigunda Rienecker, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 17, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11110; Filed, July 25, 1944; 11:31 a. m.]

[Vesting Order 3912]

ANNA G. STEINMEYER

In re: Estate of Anna G. Steinmeyer, also known as Annie Steinmeyer, Anna Steinmeyer and Anna Steinmayer, deceased; File No. D–28–8221; E. T. sec. 9279.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Henry O. Realander, 104–44 114th Street, Richmond Hill, New York, and Alice Wegener, 85–07 91st Street, Woodhaven, New York, Executors, acting under the judicial supervision of the Surrogate's Court, Kings County, State of New York;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Wilhelm Wegener, Germany.
Wilhelm Wegener (2d), Germany.
Henry Wegener (2d), Germany.
Anna Steinfeld, Germany.
Christiane Flake, Germany.
Elise Bartholdus, Germany.
Maria Bartholdus, Germany.
Robert Bartholdus, Germany.
George Bartholdus, Germany.
Elise Berlage, Germany.
"George" Berlage, the first name "George" being fictitious, Germany.
"John" Berlage, the first name "John" being fictitious, Germany.
"Henry" Berlage, the first name "Henry" being fictitious, Germany.
"William" Berlage, the first name "William" being fictitious, Germany.
"Mary" Berlage, the first name "Mary" being fictitious, Germany.
"Elizabeth" Berlage, the first name "Elizabeth" being fictitious, Germany.
Heinrich Robrecht, Germany.
"John" Robrecht, the first name "John" being fictitious, Germany.
Adelheid Meyer, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Wilhelm Wegener, Wilhelm Wegener (2d), Henry Wegener (2d), Anna Steinfeld, Christiane Flake, Elise Bartholdus, Maria Bartholdus, Robert Bartholdus, George Bartholdus, Elise Berlage, "George" Berlage, the first name "George" being fictitious, "John" Berlage, the first name "John" being fictitious, "Henry" Berlage, the first name "Henry" being fictitious, "William" Berlage, the first name "William" being fictitious, "Mary" Berlage, the first name "Mary" being fictitious, "Elizabeth" Berlage, the first name "Elizabeth" being fictitious, Heinrich Robrecht, "John" Robrecht, the first name "John" being fictitious and Adelheid Meyer, and each of them, in and to the estate of Anna G. Steinmeyer, also known as Annie Steinmeyer, Anna Steinmeyer and Anna Steinmayer, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate special account or accounts pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11024; Filed, July 24, 1944; 11:11 a. m.]

[Supplemental Vesting Order 3913]

UNITED STATES VS. CHICAGO BEACH HOTEL, INC., ET AL.

In re: United States of America vs. 4.2 acres Chicago, Cook County, Illinois, and Chicago Beach Hotel, Inc., et al; File D–38–1722; E. T. sec. 728.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by the First National Bank of Chicago, 33 South Clark Street, Chicago, Illinois, as Trustee, acting under the judicial supervision of the District Court of the United States of America for the Northern District of Illinois, Eastern Division;

(2) Such property and interests are payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely,

National and Last Known Address

Mrs. Theresa Tremmel, Germany.

And determining that—

(3) If such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

The sum of $37.84 in the hands of the First National Bank of Chicago, as trustee for Chicago Beach Hotel, Inc., 15-year income bonds under trust deed dated July 1, 1936,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11025; Filed, July 24, 1944; 11:11 a. m.]

[Vesting Order 3914]

STATE OF NEW YORK VS. VON SCHMIDT-PAULI, INC. AND TASSILO VON SCHMIDT-PAULI

In re: People of State of New York v. Von Schmidt-Pauli Inc. and Tassilo Von Schmidt-Pauli; File D–66–851; E. T. sec. 5341.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by the Treasurer of the City of New York, as depositary, acting under the judicial supervision of the Supreme Court, New York County, New York;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

I. M. Dietzel, Germany.
Erich Eckhardt, Germany.
Kate Heidrich, Germany.
F. Marshalk, Germany.
Else Meyer, Germany.
Frederich Meyer, Germany.
Emilie Rossmann, Germany.

And determining that—
(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and
Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All the property and estate of I. M. Dietzel, Erich Eckhardt, Kate Heidrich, F. Marshalk, Else Meyer, Frederich Meyer, and Emilie Rossmann, and each of them, of any nature whatsoever deposited with the Treasurer of the City of New York (Account Number NY-1-2445) pursuant to an order of the Supreme Court, New York County, New York, dated October 26, 1942, and entered in a proceeding entitled People of State of New York v. Von Schmidt-Pauli Inc. and Tassilo Von Schmidt-Pauli,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon on form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11026; Filed, July 24, 1944; 11:11 a. m.]

[Vesting Order 3915]

RICHARD WERNER

In re: Estate of Richard Werner, also known as Gustav R. Werner, deceased; File D–28–2161; E. T. sec. 2799.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—
(1) The property and interests hereinafter described are property which is in the process of administration by H. Irving Ripstra, 1 North LaSalle Street, Chicago Illinois, Executor, acting under the judicial supervision of the Probate Court of the State of Illinois, in and for the County of Cook;
(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Dora Albrecht, Germany.
Max Werner, Germany.
Maria Hoffmann (Marie Hoffmann), Germany.
Klara Bodman, Germany.
Willy Werner, Germany.

And determining that—
(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and
Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Dora Albrecht, Max Werner, Maria Hoffmann (Marie Hoffmann), Klara Bodman and Willy Werner, and each of them, in and to the estate of Richard Werner, also known as Gustav R. Werner, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11027; Filed, July 24, 1944; 11:12 a. m.]

[Vesting Order 3916]

DAVID WILD

In re: Trust under the will of David Wild, deceased; File D–55–381; E. T. sec. 4277.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—
(1) The property and interests hereinafter described are property which is in the process of administration by the Fletcher Trust Company, 106 North Pennsylvania Street, Indianapolis, Indiana, Trustee, acting under the judicial supervision of the Probate Court of Marion County, Indianapolis, Indiana;
(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Berta Justus, Germany.
Hedwig Justus, Netherlands.
Herbert (Herman) Justus, Netherlands.
Clara (Klara) Justus, Netherlands.

And determining that—
(3) Hedwig Justus, Herbert (Herman) Justus and Clara (Klara) Justus, citizens or subjects of a designated enemy country, Germany, and within an enemy-occupied country, Netherlands, are nationals of a designated enemy country, Germany;
(4) To the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and
Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Berta Justus, Hedwig Justus, Herbert (Herman) Justus and Clara (Klara) Justus, and each of them, in and to the trust under the will of David Wild, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11028; Filed, July 24, 1944; 11:12 a. m.]

[Vesting Order 3917]

LUISE WULF

In re: Estate of Luise Wulf, deceased; File: D–28–8718; E. T. sec. 10570.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—
(1) The property and interests hereinafter described are property which is in the process of administration by Ruth Schmidt Beck, Executrix, acting under the judicial supervision of the Superior Court of the State of Washington, in and for the County of Walla Walla;
(2) Such property and interests are payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely,

National and Last Known Address

Anna Wulf, Germany.

And determining that—
(3) If such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country, Germany; and
Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Anna Wulf in and to the Estate of Luise Wulf, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 11, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11029; Filed, July 24, 1944; 11:12 a. m.]

[Vesting Order 3935]

MARGRETE STERNKOPF

In re: Estate of Margrete Sternkopf, also known as Margaret Sternkopf, Margarethe Sternkopf, Margaret Albert Sternkopf, Maggie Albert and Margarethe Albert, deceased and trust under the Last Will and Testament of Margrete Sternkopf, also known as Margaret Sternkopf, Margarethe Sternkopf, Margaret Albert Sternkopf, Maggie Albert and Margarethe Albert, deceased; File No. D–28–1762; E. T. sec. 1150.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—
(1) The property and interests hereinafter described are property which is in the process of administration by Michael M. Skodnick, executor and trustee, acting under the judicial supervision of the Surrogate's Court, Queens County, New York;
(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

George Heinrich Franz, Germany.
Otto Franz and his issue, names unknown, Germany.
Wilhelm Franz and his issue, names unknown, Germany.

And determining that—
(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and
Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of George Heinrich Franz, in and to the Estate of Margrete Sternkopf, also known as Margaret Sternkopf, Margarethe Sternkopf (Margaret Albert Sternkopf, Maggie Albert and Margarethe Albert, deceased,

All right, title, interest and claim of any kind or character whatsoever of Otto Franz, and his issue, names unknown, and Wilhelm Franz, and his issue, names unknown, and each of them, in and to the trust created under the Last Will and Testament of Margrete Sternkopf, also known as Margaret Sternkopf, Margarethe Sternkopf, Margaret Albert Sternkopf, Maggie Albert and Margarethe Albert, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 14, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11033; Filed, July 24, 1944; 11:12 a. m.]

[Supplemental Vesting Order 3937]

UFA FILMS, INC.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the Alien Property Custodian, after investigation:

1. Having found in Vesting Order No. 50, dated July 8, 1942, that Ufa Films, Inc. is a business enterprise within the United States and a national of a designated enemy country (Germany);

2. Finding that the following persons have claims against Ufa Films, Inc., as of March 7, 1944, in the amounts appearing opposite each name, which are represented on the books and records of Ufa Films, Inc. as accounts payable, subject, however, to any accruals or deductions thereafter and which represent interests in Ufa Films, Inc.:

Name	Accounts payable
Italia Film, S. A. (Hamburg, Germany)	$101.38
George Nitze	44.62
Tobis Cinema Film, G. m. b. H.	3,196.74
Universum Film, A. G.	11,507.57
J. Barth	14.82
Italia Film, S. A. (Rome, Italy)	29.50
	14,894.63

3. Finding that Italia Film, S. A. (Hamburg, Germany), George Nitze, Tobis Cinema Film, G. m. b. H., Universum Film, A. G., whose last known addresses are Germany, are nationals of a designated enemy country (Germany);

4. Finding that J. Barth, whose last known address is Japan, is a national of a designated enemy country (Japan);

5. Finding that Italia Film, S. A. (Rome, Italy), whose last known address is Italy, is a national of a designated enemy country (Italy);

and determining:

6. That to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany), (Japan) or (Italy) as the case may be;

and having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the interest of Italia Film, S. A., Hamburg, Germany, George Nitze, Tobis Cinema Film, G. m. b. H., Universum Film, A. F., J. Barth, and Italia Film, S. A., Rome, Italy, in Ufa Films, Inc., more fully described in subparagraph 2 above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC–1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national", "designated enemy country" and "business enterprise within the United States" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 17, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11034; Filed, July 24, 1944; 11:12 a. m.]

[Vesting Order 3946]

IDA C. BEYERS, ET AL. VS. BURNS BROS., ET AL.

In re: Ida C. Beyers, et al. vs. Burns Bros., et al.; File No. F–28–2123; E. T. sec. 8451.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by David T. Rosenoff, as Depositary, acting under the judicial supervision of the Supreme Court of the State of New York, County of New York;

(2) Such property and interests are payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely,

National and Last Known Address

Anna Grande Braunwarth, Germany.

And determining that—

(3) If such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Anna Grande Braunwarth in and to the sum of Six Hundred Twenty-five ($625) Dollars representing her share in a judgment for Thirty-seven Hundred and Fifty ($3,750) Dollars awarded in the action entitled, "Ida C. Beyers, Rose Brown and Anna Grande Braunwarth, Plaintiffs, against Burns Bros. and Eleonore K. Klingenbeck, as executor of the estate of Charles Klingenbeck, deceased, defendants",

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 17, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11035; Filed, July 24, 1944; 11:13 a. m.]

[Vesting Order 3947]

DOROTHEA ENGESSER

In re: Estate of Dorothea Engesser, also known as Dora Engesser, deceased; File D–28–8819; E.T. sec. 10823.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Evelyn Driver Brown, Administratrix, acting under the judicial supervision of the Orphans' Court of Philadelphia County, Pennsylvania;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Joseph Engesser, Germany.
Adolph Engesser, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Joseph Engesser and Adolph Engesser, and each of them, in and to the estate of Dorothea Engesser, also known as Dora Engesser, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 17, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11036; Filed, July 24, 1944; 11:13 a. m.]

[Vesting Order 3949]

FREDERICK D. FRICKE

In re: Trust under will of Frederick D. Fricke, deceased; File No. F–28–901; E. T. sec. 7060.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Frederick H. Mertens and William J. Smith, as trustees, acting under the judicial supervision of the Surrogate's Court of New York County, New York;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Martin D. Fricke, Germany.
Martha D. Fricke, Germany.
Issue, names unknown, of Martin D. Fricke, Germany.
Frederick D. Fricke, Germany.
Gussie Fricke, Germany.
Issue, names unknown, of Frederick D. Fricke, Germany.
Ingelbort D. Fricke Tillman, Germany.
Ilone D. Fricke, Germany.
Hannah Fricke Viehhauser, Germany.
Fritz Viehhauser, Germany.
Issue, names unknown, of Hannah Fricke Viehhauser, Germany.
Margaretta Viehhauser, Germany.
Heinrich D. Fricke, Germany.
Meta D. Fricke, Germany.
Issue, names unknown, of Heinrich D. Fricke, Germany.
Johannes D. Fricke, Germany.
Elfriede Bartelheim, Germany.
Gesinne Fricke Kruger, Germany.
Friedrich Kruger, Germany.
Issue, names unknown, of Gesinne Fricke Kruger, Germany.
Emil Kruger, Germany.
Hilda Kruger, Germany.
Herman Kruger, Germany.
Kaete Schleider, Germany.
Hilde Kruger, Germany.
Gunter Kruger, Germany.
Wilfred Schleider, Germany.
Dieter Schleider, Germany.
Kaethe D. Wischhausen, Germany.
Issue, names unknown, of Kaethe Wischhausen, Germany.
Karin Wischhausen, Germany.
Wilma D. Planert, Germany.
Issue, names unknown, of Wilma D. Planert, Germany.
Ruth Planert, Germany.
Renate Planert, Germany.
Alice D. Wilke, Germany.
Issue, names unknown of Alice D. Wilke, Germany.
Rolf Wilke, Germany.
Horst Wilke, Germany.

And determining that—

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive order or act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Martin D. Fricke, Martha D. Fricke, Issue, names unknown, of Martin D. Fricke, Frederick D. Fricke, Gussie Fricke, Issue, names unknown, of Frederick D. Fricke, Ingelbort D. Fricke Tillman, Ilone D. Fricke, Hannah Fricke Viehhauser, Fritz Viehhauser, Issue, names unknown of Hannah Fricke Viehhauser, Margaretta Viehhauser, Heinrich D. Fricke, Meta D. Fricke, Issue, names unknown, of Heinrich D. Fricke, Johannes D. Fricke, Elfriede Bartelheim, Gesinne Fricke Kruger, Friedrich Kruger, Issue, names unknown, of Gesinne Fricke Kruger, Emil Kruger, Hilda Kruger, Herman Kruger, Kaete Schleider, Hilde Kruger, Gunter Kruger, Wilfred Schleider, Dieter Schleider, Kaethe D. Wischhausen, Issue, names unknown, of Kaethe Wischhausen, Karin Wischhausen, Wilma D. Planert, Issue, names unknown, of Wilma D. Planert, Ruth Planert, Renate Planert, Alice D. Wilke, Issue, names unknown, of Alice D. Wilke, Rolf Wilke, and Horst Wilke, and each of them, in and to the Trust under Will of Frederick D. Fricke, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property, and any or all of the proceeds thereof, shall be held in an appropriate special account or accounts, pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC–1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive order.

Dated: July 17, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11037; Filed, July 24, 1944; 11:13 a. m.]

[Supplemental Vesting Order 3955]

ROYAL SAXON COMPANY, INC.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the Alien Property Custodian, after investigation:

1. Having found in Vesting Order Number 596, dated December 30, 1942, that Royal Saxon Company, Inc., is a business enterprise within the United States and a national of a designated enemy country (Germany);

2. Finding that Fritz von Philipp has a claim against Royal Saxon Company, Inc., which is represented on the books and records of Royal Saxon Company, Inc., as an account payable in the amount of $4,554.22 as of February 29, 1944, subject to any accruals or deductions thereafter and which represents an interest in Royal Saxon Company, Inc.;

3. Finding that Fritz von Philip, whose last known address is Leipzig, Germany, is a national of a designated enemy country (Germany);

and determining:

4. That to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany);

and having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the interest of Fritz von Philipp in Royal Saxon Company, Inc., more fully described in subparagraph 2 above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC–1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national", "designated enemy country" and "business enterprise within the United States" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 17, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11038; Filed, July 24, 1944; 11:13 a. m.]

OFFICE OF PRICE ADMINISTRATION.

[Rev. Gen. Order 32, Amdt. 15]

DELEGATION OF AUTHORITY TO ACT FOR THE PRICE ADMINISTRATOR

Pursuant to the authority conferred upon the Price Administrator by the Emergency Price Control Act of 1942, as amended, and the Stabilization Act of 1942, as amended, *It is hereby ordered:*

Subparagraph (c) (3) of Revised General Order No. 32 is amended to read as follows:

(3) (i) The authority delegated to the Regional Administrator for the IXth Region under paragraph (a) above is hereby extended to the Territorial Directors in Puerto Rico, Hawaii, the Virgin Islands of the United States, and Alaska.

(ii) The authority delegated to the Regional Administrator for the IXth Region under sections 3 (e) (1) and 3 (e) (2) of the General Maximum Price Regulation is hereby extended to the Territorial Directors in Puerto Rico, the Virgin Islands and Alaska.

(iii) The Regional Administrator for the IXth Region and the Territorial Directors in Puerto Rico, the Virgin Islands of the United States, and Alaska are hereby authorized to exercise within their respective jurisdictions the functions, duties, powers and authority conferred upon the Price Administrator for the purpose of approving, disapproving or revising maximum prices, and issuing orders establishing maximum prices and pricing methods, under section 3 (b) (2) of the General Maximum Price Regulation.

Issued and effective this 25th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-11121; Filed, July 25, 1944; 11:45 a. m.]

Regional and District Office Orders.

[Region VIII Order G-1 Under MPR 425]

FRESH FRUITS AND VEGETABLES IN SAN FRANCISCO REGION

Order No. G-1 under section 15 (a) of Maximum Price Regulation 425, as amended. Fresh fruits, berries, and vegetables for processing.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator by section 15 of Maximum Price Regulation 425; *It is hereby ordered:*

(a) Processors of apples subject to the provisions of Maximum Price Regulation 425, as amended, are hereby authorized to pay to their agents or brokers the usual fees or commissions for services performed in the purchase of apples for processing: *Provided, however,* Such fees or commissions shall not exceed the allowable fees or commissions for such agent or broker determined under the provisions of Maximum Price Regulation No. 165, as amended.

(b) *Applicability.* This order shall apply to Region VIII.

Region VIII means the states of California, Washington, Nevada, Oregon, except Malheur County, and Arizona, except those portions of Coconino County and Mohave County lying north of the Colorado River; and the following Counties in the State of Idaho: Benewah, Bonner, Boundary, Clearwater, Kootenai, Latah, Lewis, Nez Perce, Shoshone, and Idaho.

(c) This order may be revoked, amended, or corrected at any time.

This order shall become effective July 19, 1944.

(56 Stat. 23, 765; 57 Stat. 566, Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 14th day of July 1944.

L. F. GENTNER,
Regional Administrator.

[F. R. Doc. 44-11063; Filed, July 24, 1944; 2:40 p. m.]

[San Diego Order G-1 Under RMPR 271]

POTATOES AND ONIONS IN SAN DIEGO, CALIF.

Order No. G-1 under RMPR 271, as amended, potatoes and onions for table use, sales except at retail.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the District Director, San Diego District, Office of Price Administration, by Revised Maximum Price Regulation 271, section 11 (c) (7) (iv), and by Order of Delegation No. 45 issued by the Regional Administrator, Region 8, Office of Price Administration, *It is hereby ordered:*

(1) The limits of the free delivery zone for the City of San Diego wholesale receiving point is hereby designated and defined as follows: All that area lying wfthin San Diego County bounded on the west by the Pacific Ocean; on the north by a line running from the northwestern boundary of the incorporated City of San Diego, and east to the town of Lakeside; on the east by a line running due south from the town of Lakeside to the Mexican border; and on the south by the Mexican border.

(2) That on deliveries from the City of San Diego wholesale receiving point made by wholesalers to the premises of purchasers outside of the free delivery zone as designated and defined in paragraph (1) there may be added an amount for transportation of 25¢ cwt for the first 25 miles beyond the limits of the free delivery zone and 5¢ cwt for each additional 25 miles.

(3) This order may be revoked, amended or corrected at any time.

This order shall become effective at 12:01 a. m., Friday, July 14, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July 1944.

STEWART O. WICKLIN,
District Director.

[F. R. Doc. 44-11064; Filed, July 24, 1944; 2:39 p. m.]

[San Diego Order G-3 Under MPR 426]

FRESH FRUITS AND VEGETABLES IN SAN DIEGO, CALIF.

Order No. G-3 under MPR 426, as amended, fresh fruits and vegetables for table use, sales except at retail.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the District Director, San Diego District, Office of Price Administration, by Maximum Price Regulation 426, section 2 (b), and by Order of Delegation No. 45 issued by the Regional Administrator, Region 8, Office of Price Administration; *It is hereby ordered:*

(1) The limits of the free delivery zone for the City of San Diego wholesale receiving point is hereby designated and defined as follows: All that area lying within San Diego County bounded on the west by the Pacific Ocean; on the north by a line running from the northwestern boundary of the incorporated City of San Diego, and east to the town of Lakeside; on the east by a line running due south from the town of Lakeside to the Mexican border; and on the south by the Mexican border.

(2) That on deliveries from the City of San Diego wholesale receiving point made by wholesalers to the premises of purchasers outside of the free delivery zone as designated and defined in Paragraph (1) there may be added an amount for transportation of 25¢ cwt for the first 25 miles beyond the limits of the free delivery zone and 5¢ cwt for each additional 25 miles.

(3) This order may be revoked, amended or corrected at any time.

This order shall become effective at 12:01 a. m., Friday, July 14, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 13th day of July 1944.

STEWART O. WICKLIN,
District Director.

[F. R. Doc. 44-11065; Filed, July 24, 1944; 2:40 p. m.]

[Region VIII Order G-8 Under 3 (c)]

SAILOR UNIFORMS IN DESIGNATED CALIFORNIA COUNTIES

Order No. G-8 under section 3 (c) of the General Maximum Price Regulation. Order establishing maximum prices for sales of ready-made sailor uniforms (not of Government issue) by retailers located in certain counties in the State of California.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by sections 3 (c) and 3 (e) (2) of the General Maximum Price Regulation, *It is hereby ordered:*

(a) That the maximum price for sales at retail in the counties as shown in paragraph (b), of ready-made sailor uniforms of other than government issue by retailers who are unable to determine a maximum price for such sale under section (2) or section (3) (a) of the General Maximum Price Regulation, shall be as follows:

Type of cloth used	*Price per uniform*
Preshrunk all wool serge of fast color	$31.50
Preshrunk all wool gabardine, whipcord, or elastique of fast color	33.50

The above prices include the cost of all necessary alterations but will not include the cost of rate emblems or service stripes.

(b) This regulation applies to sales at retail in the counties of Inyo, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura in the State of California.

(c) This order may be revoked, amended or corrected at any time.

This order shall become effective five days after date of issuance.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 15th day of July 1944.

L. F. GENTNER,
Regional Administrator.

[F. R. Doc. 44-11066; Filed, July 24, 1944; 2:39 p. m.]

[Spokane Order G-73 Under 18 (c), Amdt. 1]

FIREWOOD IN DESIGNATED COUNTIES OF SPOKANE, WASH., DISTRICT

Order No. G-73 under § 1499.18 (c) as amended of the General Maximum Price Regulation. (Issued by San Francisco Regional Office, Region VIII.) Amendment No. 1, Certain Firewood in Latah County, Idaho, and Whitman County, Washington.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.18 (c) as amended of the General Maximum Price Regulation, and under the authority thereafter duly delegated by said Regional Administrator to the District Director of the Spokane, Washington, District Office by Order of Delegation No. 34 of said Regional Administrator issued pursuant to General Order 32; *It is hereby ordered:*

That section (e), of Order No. G-73 under § 1499.18 (c) as amended, of the General Maximum Price Regulation, issued on November 19, 1943, by the San Francisco Regional Office, Region VIII, of the Office of Price Administration, is amended to read as follows:

(e) The maximum prices for mixed mill slabwood shall be as follows:

(1) For sales of green or dry wood in 16 in. lengths or shorter in the City of Colfax, Washington, and within 5 miles thereof:

(i) For wood delivered to the consumer's premises, $10.00 per cord.

(ii) For wood sold f. o. b. seller's distribution yard, $8.50 per cord.

(2) For sales of wood in 16 in. lengths or shorter delivered to the consumer's premises in the City of Palouse, Washington, and within 5 miles thereof:

(i) For green wood, $7.00 per cord.

(ii) For dry wood, $10.00 per cord.

(3) For sales of green or dry wood in 16 in. lengths or shorter in the City of Pullman, Washington, and within 5 miles thereof:

(i) For wood delivered to the consumer's premises, $9.25 per cord.

(ii) For wood sold f. o. b. seller's distribution yard, $7.75 per cord.

This amendatory order shall become effective upon its issuance.

(56 Stat. 23, 765, 57 Stat. 566, Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 14th day of July 1944.

DAVE S. COHN,
District Director.

[F. R. Doc. 44-11067; Filed, July 24, 1944; 2:39 p. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 70-910]

CONSOLIDATED ELECTRIC AND GAS CO. AND PORTSMOUTH GAS CO.

NOTICE OF FILING AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 22nd day of July, A. D. 1944.

Notice is hereby given that declarations or applications (or both) have been filed with this Commission pursuant to the Public Utility Holding Company Act of 1935 by Consolidated Electric and Gas Company ("Consolidated"), a registered holding company, and its subsidiary, Portsmouth Gas Company ("Portsmouth").

All interested persons are referred to said documents which are on file in the office of the Commission, for a statement of the transactions therein proposed, which may be summarized as follows:

Portsmouth proposes to sell to Allied New Hampshire Gas Company ("Allied"), a gas utility company engaged in the manufacture and distribution of gas in the State of New Hampshire, all of its properties and other assets (except certain minor claims) used in the manufacture and distribution of manufactured gas in the City of Portsmouth, New Hampshire, for $160,000 in cash, subject to adjustment for net current assets at April 30, 1944, and current earnings thereafter to the date of closing. As part of the purchase price, Allied will assume all of the outstanding contracts, obligations and liabilities of Portsmouth at the time of sale, except any indebtedness owing at that time by Portsmouth to Consolidated, and any tax liabilities of Portsmouth.

The applicants (or declarants) state that all of the outstanding securities of Portsmouth are owned by Consolidated and are pledged under the indenture securing the Federated Utilities, Inc. First Lien Collateral Trust Gold Bonds, 5½% Series, due March 1, 1957 ("Federated Bonds"), and that the Trustee under said indenture holds sufficient funds for the satisfaction and discharge of all outstanding Federated Bonds in accordance with the terms of the plan approved by this Commission under the Public Utility Holding Company Act of 1935 (File No. 70-812) and approved subsequently by order of the United States District Court for the District of Delaware, entered April 11, 1944. The applicants (or declarants) further state that all of the securities of Portsmouth are subject to the second lien of the Collateral Trust Indenture of Consolidated to Continental Illinois National Bank and Trust Company of Chicago, as Trustee, dated August 1, 1932, securing said Collateral Trust Bonds of Consolidated. Consolidated proposes to have the securities of Portsmouth released from the lien of the Federated Bonds and deposited under the lien of the indenture securing the Collateral Trust Bonds of Consolidated.

The proceeds of the sale will be delivered to Consolidated in liquidation of Portsmouth. A 6% demand note of Portsmouth payable to Consolidated in the principal amount of $17,000 will be cancelled prior to such liquidation, and Consolidated will deposit the sum so received in liquidation under its Collateral Trust Indenture. Consolidated will ultimately surrender to Portsmouth in connection with its liquidation and dissolution all of the outstanding stock of Portsmouth, consisting of 293 shares of 6% cumulative preferred stock ($100 par value) and 5,000 shares of common stock (no par value), which will thereupon be cancelled.

The funds so delivered to the Trustee under the Collateral Trust Indenture of Consolidated will be used to effect the retirement of Consolidated's Collateral Trust Bonds by purchases thereof in the open market.

The filing states that the authorization of the Public Service Commission of New Hampshire of the acquisition by Allied New Hampshire Gas Company of the utility assets of the Portsmouth Gas Company will be obtained.

It appearing to the Commission that it is appropriate in the public interest and in the interest of investors and consumers that a hearing be held with respect to said matters and that said applications or declarations shall not be granted or permitted to become effective except pursuant to further order of this Commission.

It is ordered, That a hearing on said matters under the applicable provisions of said act and rules of the Commission thereunder be held on August 4, 1944, at 10:00 a. m., e. w. t., at the offices of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia, Pennsylvania. On such day the hearing room clerk in Room 318 will advise as to the room in which the hearing will be held.

It is further ordered, That the Secretary of the Commission shall serve notice of the aforesaid hearing by mailing copies of this order by registered mail to Consolidated Electric and Gas Company and Portsmouth Gas Company; and that notice of said hearing be given to all persons by publication of this order in the FEDERAL REGISTER. Any persons desiring to be heard or otherwise wishing to par-

ticipate in these proceedings, shall file with the Secretary of the Commission on or before August 1, 1944 his request or application therefor, as provided by Rule XVII of the rules of practice of the Commission.

It is further ordered, That Henry C. Lank or any other officer or officers of the Commission designated by it for that purpose shall preside at such hearing. The officer so designated is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of the act and to a trial examiner under the Commission's rules of practice.

It is further ordered, That, without limiting the scope of the issues presented by said applications or declarations, particular attention will be directed at the hearing to the following matters and questions:

(1) Whether the consideration to be received for the assets of Portsmouth is reasonable;

(2) Whether the proposed use of the proceeds of the sale of said assets in the acquisition of Consolidated's Collateral Trust Bonds in the open market is in conformity with the applicable provisions of the Act;

(3) Generally, whether in any respect, the proposed transactions are detrimental to the public interest or to the interest of investors or consumers or will tend to circumvent any provisions of the Act or the rules and regulations promulgated thereunder;

(4) Whether, if the proposed transactions are authorized, the imposition of terms and conditions is necessary and appropriate in the public interest or for the protection of investors and consumers and, if so, what terms and conditions should be imposed.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 44-11071; Filed, July 25, 1944; 9:46 a. m.]

[File No. 70-932]

NY PA NJ UTILITIES CO.

NOTICE OF FILING AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 24th day of July, 1944.

Notice is hereby given that an application, or application-declaration, has been filed with this Commission, pursuant to the Public Utility Holding Company Act of 1935, by NY PA NJ Utilities Company, a registered holding company. All interested persons are referred to said application, or application-declaration, which is on file in the office of the said Commission for a statement of the transactions therein proposed, which are summarized as follows:

At present, NY PA NJ Utilities Company is the holder of 341,359 shares of the common stock of its subsidiary, Jersey Central Power & Light Company, and of $16,050,000 principal amount of the outstanding $20,000,000 principal amount of National Public Service Corporation Secured Gold Debentures, 5% Series, due 1978 ("Debentures"). Pledged as security for the $20,000,000 principal amount of Debentures are the remaining outstanding 712,411 shares of the common stock of Jersey Central Power & Light Company.

NY PA NJ Utilities Company states that, in accordance with the terms of the indenture securing the Debentures, The New York Trust Company, as trustee under the indenture, will sell at public auction on August 17, 1944, the 712,411 shares of the common stock of Jersey Central Power & Light Company. NY PA NJ Utilities Company proposes to bid $5,365,000 for said 712,411 shares of the common stock of Jersey Central Power & Light Company, and to pay therefor in cash or in cash and debentures, as provided in the indenture. On the basis of the proposed bid, NY PA NJ Utilities Company estimates that its net cash disbursement will approximate $1,192,000. It also estimates that Metropolitan Edison Company, also a subsidiary of NY PA NJ Utilities Company, which holds $1,005,000 principal amount of said Debentures, will receive approximately $261,300 of the proceeds of the sale of the Debentures; and that Associated Electric Company, a registered holding company and an associate company of NY PA NJ Utilities Company, which holds $24,000 principal amount of Debentures, will receive approximately $6,240.

Sections 9 (a) and 10 of the act are designated by NY PA NJ Utilities Company as applicable to the acquisition by it of the 712,411 shares of the common stock of Jersey Central Power & Light Company. NY PA NJ Utilities Company states that the Board of Public Utility Commissioners of the State of New Jersey has jurisdiction "over the transfer upon the books of Jersey Central Power & Light Company of the 712,411 shares of common stock of that company to the name of NY PA NJ Utilities Company", and that no Federal commission other than this Commisison has jurisdiction over the proposed transaction.

It appearing to the Commission that it is appropriate in the public interest and the interest of investors and consumers that a hearing be held with respect to such matters:

It is ordered, That a hearing on such matters under the applicable provisions of said act and the rules of the Commission thereunder be held on the 11th day of August 1944, at 10:00 a. m., e. w. t., at the offices of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia 3, Pennsylvania. On such day the hearing room clerk in room 318 will advise as to the room in which such hearing will be held. All persons desiring to be heard or otherwise wishing to participate in said proceeding should file with the Secretary of the Commission, on or before August 9, 1944, his application therefor as provided in Rule XVII of the rules of practice of the Commission.

It is further ordered, That Charles S. Lobingier or any other officer or officers of the Commission designated for that purpose shall preside at the hearings in such matter. The officer so designated to preside at any such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of said act and to a trial examiner under the Commission's rules of practice.

It is further ordered, That, without limiting the scope of the issues presented by said filing, particular attention will be directed at such hearing to the following matters and questions:

1. Whether the proposed acquisition by NY PA NJ Utilities Company of the shares of common stock of Jersey Central Power & Light Company will serve the public interest by tending towards the economical and efficient development of an integrated public utility system;

2. Whether the bid to be made, and the consideration to be paid, by NY PA NJ Utilities Company for the shares of common stock of Jersey Central Power & Light Company to be sold at public auction is reasonable and bears a fair relation to the sums invested in and the earning capacity of the assets underlying such shares of common stock;

3. Whether the fees and expenses involved are for necessary services and are reasonable in amount; and

4. Generally, whether the proposed transaction is in all respects in the public interest and in the interest of investors and consumers and consistent with all applicable requirements of the act and the rules thereunder, or, if not, whether and what modifications or terms and conditions should be required or imposed to satisfy the statutory standards.

It is further ordered, That NY PA NJ Utilities Company cause notice of such hearing to be given to all holders of National Public Service Corporation Secured Gold Debentures, 5% Series, due 1978 (insofar as the identity of such Debenture holders is known or available to NY PA NJ Utilities Company), at least ten days prior to the date of such hearing, by (1) causing to be mailed to the last known address of each of said Debenture holders notice of the date of hearing, and (2) publishing notice of such hearing in a newspaper of general circulation in each of the cities of New York, Chicago, Philadelphia and Boston.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 44-11072; Filed, July 25, 1944; 9:47 a. m.]

[File Nos. 70-926, 70-925]

MONTANA POWER CO., ET AL.

NOTICE OF FILING AND ORDER FOR HEARING AND ORDER CONSOLIDATING PROCEEDINGS

In the matter of The Montana Power Company and American Power & Light Company; Glacier Production Company and American Power & Light Company.

At a regular session of the Securities and Exchange Commission held at its office in the City of Philadelphia, Pennsylvania, on the 24th day of July, A. D. 1944.

Notice is hereby given that joint applications or declarations (or both) have been filed with this Commission by American Power & Light Company ("American"), a registered holding company, and its subsidiary companies, The Montana Power Company ("Montana") and Glacier Production Company ("Glacier"), pursuant to the applicable provisions of the Public Utility Holding Company Act of 1935 and the rules and regulations promulgated by this Commission thereunder. All interested persons are referred to said document, which is on file in the office of this Commission, for a statement of the transactions therein proposed which are summarized as follows:

Glacier presently owns and operates oil and gas production properties and a gasoline absorption plant. It also owns 32,894 shares (32.42%) of the capital stock of Inland Empire Refineries, Incorporated. Glacier has securities outstanding consisting of $650,000 principal amount of notes payable to American, $3,690,000 principal amount of debentures, 6's due 1946, owned by Montana, and 6,000 shares of common stock having a stated value of $660,000 also owned by Montana.

Montana proposes to sell and American to buy all of the securities of Glacier owned by Montana, consisting of the 6,000 shares of common stock and the $3,690,000 principal amount of debentures, for a cash consideration of $10,000,000 plus adjustments for prepaid insurance, certain automotive equipment, additions since date of contract to sell, and net current assets, and less an amount of cash computed at the rate of $60,000 per month since the date of the contract to sell. As additional consideration American agrees to cause Glacier to convey, or to itself convey, title to the natural gas properties of Glacier to Montana and to cause any successor in interest to the oil properties to continue the operation and development of the gas properties to be so conveyed to Montana.

American will then cause Glacier to pay off in cash the $650,000 principal amount of notes plus accrued interest held by American. American will then surrender to Glacier the $3,690,000 principal amount of debentures acquired by American from Montana and Glacier will transfer to American in liquidation and dissolution all of the above-mentioned properties, subject to any outstanding liabilities which may then exist.

American will then sell to Union Oil Company of California ("Union"), a non-affiliated company, the oil production properties and gasoline absorption plant and the 32,894 shares of capital stock in Inland Empire Refineries, Incorporated for a cash consideration equal to the price to be paid by American to Montana as above set forth exclusive of the payment for the net current assets of Glacier which will be retained for the benefit of American. As additional consideration Union, as the successor in interest of Glacier, has agreed to enter into a contract obligating itself to continue the development and operation of the gas production properties to be conveyed to Montana by American in accordance with the undertaking to that effect given by American to Montana under the contract between them.

American will then convey and Montana will acquire the gas production properties and facilities in accordance with the contract of purchase of the Glacier securities between Montana and American.

The applicants or declarants (or both) have requested that the Commission, in approving the proposed transactions, make the findings and recitals specified in sections 1808 (f), 371 (b) and 371 (f) of the Internal Revenue Code as amended.

It appearing to the Commission that it is appropriate in the public interest that a hearing be held with respect to said matters and that said applications or declarations (or both) shall not be granted or permitted to become effective except pursuant to further order of this Commission; and it further appearing to the Commission that the proceeding with respect to the proposed transactions between Montana and American, File No. 70-926, and the proceeding with respect to the proposed transactions between Glacier and American, File No. 70-925, involve common questions of law and fact and that said proceedings should be consolidated:

It is ordered, That the proceeding entitled The Montana Power Company and American Power & Light Company, File No. 70-926, be, and the same hereby is, consolidated with the proceeding entitled Glacier Production Company and American Power & Light Company, File No. 70-925.

It is further ordered, That a hearing on such consolidated matters under the applicable provisions of the Public Utility Holding Company Act of 1935 and the rules thereunder be held on August 8, 1944 at 10:30 a. m. e. w. t., in the office of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia 3, Pennsylvania, in such room as may be designated at such time by the hearing room clerk in Room 318. Notice of said hearing is hereby given to the above-named applicants or declarants and to all interested parties, said notice to be given to said applicants or declarants by registered mail and to all other persons by publication in the FEDERAL REGISTER.

It is further ordered, That Charles Lobingier or any other officer or officers of the Commission designated by it for that purpose shall preside at such hearing. The officer so designated to preside at such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of said act and to a trial examiner under the Commission's rules of practice.

It is further ordered, That any person desiring to be heard at said hearing or proposing to intervene therein shall file with the Secretary of the Commission on or before August 5, 1944, his request or application therefor as provided by Rule XVII of the rules of practice of the Commission.

It is further ordered, That, without limiting the scope of the issues presented by said applications or declarations (or both), particular attention will be directed at such hearing to the following matters and questions:

(1) Whether the consideration to be paid by American for the securities to be acquired from Montana is fair and reasonable and whether such acquisition and the terms and conditions thereof are in the public interest and in the interest of investors and consumers.

(2) Whether the proposed sale, by Montana to American, of the securities of Glacier and the subsequent sale, by American to Union, of the oil production properties are necessary to effectuate the provisions of section 11 (b) (1) of the act.

(3) Whether the proposed acquisition of the natural gas production properties by Montana will serve the public interest by tending towards the economical and efficient development of an integrated public utility system and whether it meets the requirements of the other applicable provisions of section 10 of the act.

(4) Whether the fees and expenses proposed to be paid in connection with the proposed transactions are appropriate and reasonable.

(5) Whether the accounting entries in connection with the proposed transactions are in conformity with the standards of the Act.

(6) Whether in all other respects the proposed transactions are in conformity with the applicable provisions of the act and the rules, regulations and orders thereunder.

(7) What terms and conditions, if any, are necessary or appropriate in the public interest or the interest of investors or consumers to insure compliance with the requirements of the Public Utility Holding Company Act of 1935, or any rules, regulations or orders promulgated thereunder.

It is further ordered, That in the interest of expeditious procedure all evidence with respect to Glacier Production Company, The Montana Power Company, American Power & Light Company, and Electric Bond and Share Company contained in the record of Electric Bond and Share Company, File No. 59-12, so far as is relevant to the issues above stated, shall be incorporated in the record of the proceeding herein ordered and shall be regarded as evidence duly adduced in the present proceeding, subject to the same objections and exceptions preserved in the record of the proceeding in which first introduced.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 44-11073; Filed, July 25, 1944; 9:48 a. m.]

[File No. 70-924]

UTAH POWER & LIGHT CO.

NOTICE OF FILING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Penn-

sylvania, on the 24th day of July, A. D. 1944.

Notice is hereby given that a declaration has been filed with this Commission pursuant to the Public Utility Holding Company Act of 1935 by Utah Power & Light Company ("Utah Company"), an electric utility subsidiary of Electric Power & Light Corporation, a registered holding company, and itself a registered holding company; and

Notice is further given that any interested person may, not later than August 7, 1944 at 5:30 p. m., e. w. t., request the Commission in writing that a hearing be held on such matters, stating the reasons for such request and the nature of his interest, or may request that he be notified if the Commission should order a hearing thereon. At any time thereafter, such declaration, as filed or amended, may become effective as provided in Rule U-23 of the rules and regulations promulgated pursuant to said act, or the Commission may exempt such transaction, as provided in Rule U-20 (a) and Rule U-100 thereof. Such request should be addressed to the Secretary, Securities and Exchange Commission, Philadelphia 3, Pennsylvania.

All interested persons are referred to said declaration which is on file in the office of the Commission for a statement of the transactions therein proposed which are summarized as follows:

Utah Company proposes to sell its 1240 kw steam-electric generating plant, transmission and distribution lines and related facilities located in the town of Green River, Sweetwater County, Wyoming, to Southern Wyoming Utilities Company, a non-affiliated company which is a subsidiary of Union Pacific Railroad Company. The properties to be sold are not connected with any other electric properties of Utah Company. The consideration for the sale of the properties is to be $250,000 in cash plus the inventory price of materials and supplies as of the date the properties are transferred. Proceeds from the sale of the properties will be deposited with the trustee of Utah Company's First Mortgage and Deed of Trust dated December 1, 1943, and will be applied to the reduction of Utah Company's First Mortgage indebtedness. The proposed transaction has been approved by the Public Service Commission of the State of Wyoming.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-11074; Filed, July 25, 1944; 9:48 a. m.]

FEDERAL REGISTER

VOLUME 9 NUMBER 149

Washington, Thursday, July 27, 1944

Regulations

TITLE 7—AGRICULTURE

Chapter X—War Food Administration (Production Orders)

[WFO 14, 2d Rev. Supp. Order 2]

PART 1202—FARM MACHINERY AND EQUIPMENT

NEW FARM MACHINERY AND EQUIPMENT FOR ALASKA, HAWAII, PUERTO RICO AND THE VIRGIN ISLANDS

Supplementary Order No. 2 (9 F.R. 1933) to War Food Order No. 14 (formerly Food Production Order No. 14) (8 F.R. 17456; 9 F.R. 4319, 7739) is hereby revised and amended in its entirety to read as follows:

Sec.

1202.351 Purpose of this supplementary order.
1202.352 Administration.
1202.353 Transfers to Hawaii, Puerto Rico and the Virgin Islands.
1202.354 Quotas for Hawaii, Puerto Rico and the Virgin Islands.
1202.355 Action by dealers and other persons in Hawaii, Puerto Rico or the Virgin Islands.
1202.356 Distribution and rationing procedure in Hawaii, Puerto Rico and the Virgin Islands.
1202.357 Alaska.
1202.358 Records and reports.
1202.359 Appeals.
1202.360 Directives.
1202.361 Incorporation into War Food Order No. 14.
1202.362 Communications.

AUTHORITY: §§ 1202.351 to 1202.362, inclusive, issued under 54 Stat. 676, 55 Stat. 236, 56 Stat. 176; E.O. 9280, 9322, 9334, 9392; 7 F.R. 10179, 8 F.R. 3807, 5423, 14783.

§ 1202.351 *Purpose of this supplementary order.* This supplementary order explains the procedure to be followed in distributing new farm machinery and equipment, produced for farm use under War Production Board Order No. L-257 (9 F.R. 7924, 7930) from manufacturers to dealers and other persons in Alaska, Hawaii, Puerto Rico and the Virgin Islands. This supplementary order does not deal with repair parts or attachments. This supplementary order should be read in conjunction with War Food Order No. 14, which establishes the general rationing program and which contains definitions of certain terms used herein.

§ 1202.352 *Administration.* This supplementary order shall be administered by the Director. In Hawaii, Puerto Rico and the Virgin Islands, the Director shall be assisted by the Farm Rationing Committees for Hawaii and Puerto Rico. The Farm Rationing Committee for Puerto Rico will act for the Virgin Islands. The Farm Rationing Committees may delegate any of the duties and functions imposed upon them by this supplementary order to any member of such committees or to any officer or employee of the Agricultural Adjustment Agency in Hawaii or Puerto Rico.

§ 1202.353 *Transfers to Hawaii, Puerto Rico and the Virgin Islands.* Farm machinery and equipment produced for farm use under War Production Board Order No. L-257, which is not listed on Schedule I, attached hereto, may be transferred for shipment to Hawaii, Puerto Rico and the Virgin Islands without authorization. Such farm machinery and equipment, which is listed on Schedule I, may be transferred by any manufacturer in the continental United States for shipment to a dealer or other person in Hawaii, Puerto Rico or the Virgin Islands, only with the approval of the appropriate Farm Rationing Committee. Such approval shall accompany or be stamped on the purchase order and shall indicate whether the order is to be filled with equipment produced under Schedule A (9 F.R. 7926) or Schedule B (9 F.R. 7930) of War Production Board Order No. L-257). (Any purchase order ap-

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FEDERAL REGISTER

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NOTICE

The Cumulative Supplement to the Code of Federal Regulations, covering the period from June 2, 1938, through June 1, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at $3.00 per unit. The following are now available:

Book 1: Titles 1–3 (Presidential documents) with tables and index.
Book 2: Titles 4–9, with index.
Book 3: Titles 10–17, with index.
Book 4: Titles 18–25, with index.
Book 5, Part 1: Title 26, Parts 2–178.
Book 5, Part 2: Title 26, completed; Title 27.

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proved prior to April 1, 1944, shall be deemed to be approved only for equipment produced under Schedule A. After June 30, 1944, no orders will be approved for equipment produced under Schedule A, but all such unfilled approved orders may be honored if equipment produced under Schedule A is available.) In filling approved orders, the manufacturer shall supply the equipment out of the reserve established by Supplementary Order No. 1 (8 F.R. 17458; 9 F.R. 1003, 5630, 7803, 7999) to War Food Order No. 14. Notwithstanding any provision of Supplementary Order No. 1, a manufacturer is hereby authorized to transfer such equipment from the reserve pursuant to this supplementary order.

§ 1202.354 *Quotas for Hawaii, Puerto Rico and the Virgin Islands.* Quotas for Hawaii, Puerto Rico and the Virgin Islands for the farm machinery and equipment listed on Schedule I, which is produced for farm use under Schedule B of War Production Board Order No. L–257, are hereby established. Such quotas are shown on Schedule I. Farm Rationing Committees shall approve no orders for any item of such equipment in excess of the quota, unless authorized to do so by the Director. Any purchase orders heretofore approved by a Farm Rationing Committee for Schedule I equipment produced under said Schedule B shall be charged against such quotas. Farm Rationing Committees shall approve no orders for equipment produced under Schedule B after June 30, 1945. (Manufacturers are not charged with any responsibility in carrying out the quota provisions of this supplementary order.)

§ 1202.355 *Action by dealers and other persons in Hawaii, Puerto Rico or the Virgin Islands.* A dealer or other person in Hawaii, Puerto Rico or the Virgin Islands desiring to obtain in the continental United States any farm machinery and equipment listed on Schedule I shall submit his proposed purchase order to his Farm Rationing Committee for approval.

§ 1202.356 *Distribution and rationing procedure in Hawaii, Puerto Rico and the Virgin Islands.* Notwithstanding any provision of War Food Order No. 14, the Farm Rationing Committees for Hawaii, Puerto Rico and the Virgin Islands are hereby authorized, in their discretion, to direct the distribution of any type of farm machinery and equipment produced for farm use under War Production Board Order No. L–257, and to provide for the transfer for use of such equipment. The Farm Rationing Committee shall at all times serve the objectives sought by the rationing program and allocate such farm machinery and equipment in such manner as will afford the maximum contribution to agricultural production. In so doing, the Farm Rationing Committees may prohibit transfers for agricultural use, except pursuant to purchase certificates issued under their authority, and may prescribe the form of such certificates. Control over such transfers may be exercised by the Farm Rationing Committees under such regulations as they may deem appropriate to carry out the purposes of this supplementary order.

§ 1202.357 *Alaska.* No quotas are established for Alaska, but any manufacturer in the continental United States may transfer and ship to Alaska any farm machinery and equipment produced for farm use under War Production Board Order No. L–257. If a manufacturer transfers and ships to Alaska any farm machinery and equipment which is listed on Schedule I, attached hereto, such equipment shall be supplied out of the reserve established by Supplementary Order No. 1 to War Food Order No. 14. Notwithstanding any provision of Supplementary Order No. 1, a manufacturer is hereby authorized to transfer such equipment from the reserve pursuant to this supplementary order.

§ 1202.358 *Records and reports.* Each manufacturer in the continental United States shall maintain for at least two years accurate records of his transfers of farm machinery and equipment listed on Schedule I to Alaska, Hawaii, Puerto Rico and the Virgin Islands. In addition, the Director shall be entitled to obtain such information from, and require such reports and the keeping of such additional records by, any person, as may be necessary or appropriate, in the Director's discretion, to the enforcement or administration of the provisions of this order, subject to the approval of the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

§ 1202.359 *Appeals.* (a) Any person affected by this supplementary order, who resides in Hawaii, Puerto Rico or the Virgin Islands and who believes that compliance herewith will work an exceptional and unreasonable hardship on him, may appeal to his Farm Rationing Committee for relief. Such appeal may be made by filing a written statement of the relief sought showing the reasons why such person believes he is entitled to relief. The Farm Rationing Committee may grant relief if it would not impair the effectiveness of the rationing program established by or pursuant to this supplementary order and if the granting of similar relief to all persons in like circumstances would not hinder such program. The decision of the Farm Rationing Committee shall be in writing and shall be communicated to the person appealing. If such person is not satisfied with the decision of the Farm Rationing Committee, he may appeal to the Director, but in such case the appeal shall be submitted to the Farm Rationing Committee and such committee shall promptly transmit it to the Director, together with its recommendation. Nothing herein shall be construed to authorize the Farm Rationing Committee to increase or establish a quota for any item of equipment. If an appeal involves an increase in, or the establishment of a quota, the Farm Rationing Committee shall consider and transmit such appeal to the Director with its recommendation.

(b) Any person affected by this order, who resides in the continental United States and who believes that compliance herewith would work an exceptional and unreasonable hardship on him, may appeal to the Director.

§ 1202.360 *Directives.* The Director is hereby authorized to issue such directives to manufacturers in the continental United States and to other persons as he deems necessary or appropriate to carry out the purposes of this supplementary order.

§ 1202.361 *Incorporation into War Food Order No. 14.* This supplementary Order No. 2 shall be added to, and become a part of, War Food Order No. 14, and any violation of this Supplementary Order No. 2 shall be deemed to be a violation of War Food Order No. 14.

§ 1202.362 *Communications.* All communications concerning this order, unless instructions to the contrary are issued, shall be addressed as follows:

(a) Persons residing in Hawaii should address such communications to the Farm Rationing Committee, in care of the Officer in Charge, Agricultural Adjustment Agency, 418 Dillingham Building, Honolulu, Hawaii, Ref. WFO 14, Supp. 2.

(b) Persons residing in Puerto Rico or the Virgin Islands should address such communications to the Farm Rationing Committee, in care of the Officer in Charge, Agricultural Adjustment Agency, P. O. Box 4349, San Juan, Puerto Rico, Ref. WFO 14, Supp. 2.

(c) Persons residing in the continental United States may address such communications either to the Director, Office of Materials and Facilities, War Food Administration, Washington 25, D. C., Ref. WFO 14, Supp. 2, or to the appropriate Farm Rationing Committee for a territory or possession.

NOTE: All record keeping requirements of this order have been approved by, and subsequent reporting and record keeping requirements will be subject to the approval of, the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 25th day of July 1944.

WILSON COWEN,
Assistant War Food Administrator.

SCHEDULE I

Item No.	Classification	Quotas: Puerto Rico and the Virgin Islands	Quotas: Hawaii
	POTATO PLANTERS (HORSE AND TRACTOR DRAWN)		
14	One row	3	16
14a	Two row and larger	0	0
	GRAIN DRILLS (HORSE OR TRACTOR DRAWN)		
25	Fertilizer drills, horse or tractor drawn	0	0
26	Plain drills, horse or tractor drawn	0	0
	MANURE SPREADERS		
86	Four wheel, horse or tractor drawn	20	4
87	Two wheel, tractor drawn	10	0
	COMBINES (HARVESTER-THRESHERS)		
126	Width of cut, 6' and under, auxiliary engines	2	0
126a	Width of cut, 6' and under, power take-off	0	0
127	Width of cut, over 6', including 10'	2	0
128	Width of cut, over 10'	0	0
	CORN BINDERS		
132	Corn binders, ground drive	0	0
132a	Corn binders, power take-off	0	0
	CORN PICKERS		
133	One row, mounted type	0	0
134	Two row, mounted type	0	0
135	One row, pull type	0	1
136	Two row, pull type	0	1
	POTATO DIGGERS		
139	One row, ground drive	0	0
139a	One row, power take-off	0	10
139b	Two row, power take-off	0	0

SCHEDULE I—Continued

Item No.	Classification	Quotas: Puerto Rico and the Virgin Islands	Quotas: Hawaii
	MOWERS		
146	Horse or tractor drawn (ground drive)	15	7
147	Tractor mounted or semi-mounted (power take-off drive)	10	12
	RAKES		
149	Side delivery (including combination side rakes and tedders)	0	0
	HAY LOADERS		
151	Hay loaders	0	0
	PICK-UP HAY BALERS		
153	Pick-up hay balers—power take-off	0	0
153a	Pick-up hay balers—auxiliary engine	0	0
	ENSILAGE CUTTERS—SILO FILLERS		
162	Ensilage cutters (silo fillers)	50	15
	TRACTORS		
192	Special purpose, under 30 H. P.	19	8
193	Special purpose, 30 H. P. and over	16	0
194	All purpose, under 30 H. P.	59	107
195	All purpose, 30 H. P. and over	18	10
	IRRIGATION PUMPS		
227	Turbine pumps	31	18
229	Centrifugal pumps	64	50

[F. R. Doc. 44–11134; Filed, July 25, 1944; 3:18 p. m.]

TITLE 14—CIVIL AVIATION

Chapter I—Civil Aeronautics Board

[Regs., Serial No. 315]

CHICAGO AND SOUTHERN AIR LINES, INC.

OPERATIONS AT PEORIA, ILL., AND GREENWOOD, MISS.

Noncompliance with the requirements of § 40.2611 (b) of the Civil Air Regulations with respect to Chicago and Southern Air Lines, Inc. at Peoria, Illinois, and Greenwood, Mississippi.

At a session of the Civil Aeronautics Board held at its office in Washington, D. C., on the 24th day of July 1944.

The following Special Civil Air Regulation is made and promulgated to become effective August 1, 1944:

Any first pilot listed in Chicago and Southern Air Lines, Inc., air carrier operating certificate on January 1, 1944, as competent to operate aircraft in scheduled air transportation between Chicago and Springfield, Illinois, may pilot aircraft under contact weather conditions in scheduled air transportation for said carrier into and out of the Peoria Airport, Illinios, upon furnishing evidence to the Administrator that the pilot is thoroughly familiar with the form and condition of the airport and with the location and nature of any obstructions in the vicinity.

Any first pilot listed in Chicago and Southern Air Lines, Inc., air carrier op-

erating certificate on January 1, 1944, as competent to operate aircraft in scheduled air transportation between Memphis, Tennessee, and Jackson, Mississippi, may pilot aircraft in scheduled air transportation for said carrier into and out of the Greenwood Airport, Greenwood, Mississippi, upon furnishing evidence to the Administrator that the pilot is thoroughly familiar with the form and condition of the airport and with the location and nature of any obstructions in the vicinity.

(52 Stat. 984, 1007; U.S.C. 425, 551)

By the Civil Aeronautics Board.

[SEAL] FRED A. TOOMBS, *Secretary.*

[F. R. Doc. 44-11141; Filed, July 26, 1944; 10:32 a. m.]

TITLE 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. 4452]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

RIGID STEEL CONDUIT ASSOCIATION, ET AL.

§ 3.7 *Aiding, assisting and abetting unfair or unlawful act or practice:* § 3.24 (a) *Coercing and intimidating—Competitors—By threatening disciplinary action or otherwise:* § 3.24 (b) *Coercing and intimidating—Customers or prospective customers—To maintain resale prices:* § 3.27 (d) *Combining or conspiring—To enhance, maintain or unify prices:* § 3.45 (a) *Discriminating in price—Basing points and delivered price systems:* § 3.85 (a) *Selling and quoting on systematic, price matching basis—Basing points and delivered price systems.* I, In or in connection with the offering for sale, sale and distribution of rigid steel conduit, in commerce, and on the part of respondent Association, its officers, etc., and thirteen corporations, manufacturers and sellers of said product; and their officers, etc., entering into, continuing, cooperating in, or carrying out any planned common course of action, understanding, agreement, combination, or conspiracy between any two or more of said respondents, or between any one or more of said respondents and others not parties hereto, to (1) quote or sell rigid steel conduit at prices calculated or determined pursuant to or in accordance with the basing-point, delivered-price system; or quote or sell rigid steel conduit at prices calculated or determined pursuant to or in accordance with any other plan, system, or formula which produces identical price quotations or prices for rigid steel conduit by respondents using such plan, system, or formula at points of quotation or sale, or to particular purchasers, or which prevents purchasers from finding any advantage in price in dealing with one or more of the respondents as against any of the other respondents; (2) establish, fix, or maintain prices, terms or conditions of sale for rigid steel conduit, or adhere to any prices, terms, or conditions of sales so fixed or maintained; (3) collect, compile, circulate, or exchange information concerning common carrier transportation charges used or to be used as a factor in computing the price of rigid steel conduit; or use, directly or indirectly, any such information so collected, compiled, or received as a factor in computing the price of rigid steel conduit; (4) collect, compile, circulate, or exchange "freight adders," delivery charge booklets, or other information concerning delivery charges on rigid steel conduit used or to be used as a factor in computing the price of such conduit; or use, directly or indirectly, any such information so collected, compiled, or received as a factor in computing the price of rigid steel conduit; (5) circulate, or exchange information concerning the classification granted or to be granted to any specific purchaser of rigid steel conduit; or determine upon any basis for the selection or classification of customers, or use any basis so determined for selecting or classifying customers; (6) determine upon the location, establishment, maintenance, or discontinuance of warehouses or other places for the stocking of supplies of rigid steel conduit; (7) formulate or adopt consigned stock, specific building, or any other forms of contracts or agreements concerning the sale or distribution of rigid steel conduit, or use any contracts or agreements so formulated or adopted, for the purpose or with the effect of aiding or assisting in arriving at or maintaining uniform prices, terms, or conditions in the sale or distribution of such conduit; (8) directly or indirectly investigate or check the prices, quantities, terms or conditions of any sale or offer to sell rigid steel conduit to any buyer or prospective buyer for the purpose or with the effect of aiding or assisting in maintaining uniform prices, terms, or conditions in the sale of such conduit; (9) do or cause any of the things forbidden in the preceding paragraphs of this order to be done through respondents Charles Donley, Herbert S. Blake, Organization Service Corporation, or any other individual, corporation, or organization; II, knowingly, advising, assisting or cooperating with the aforesaid respondents, or any of them, in doing any of the things forbidden by paragraph numbered 3 above; on the part of respondent Donley (Traffic Manager or Adviser), his representatives, etc.; III, advising, aiding and assisting, or directing the aforesaid respondents in any manner in doing any of the things forbidden by paragraphs numbered 1 to 8, inclusive, of this order, on the part of respondent Blake (President of said Association and of the Organization Service Corporation, and active head thereof), and on the part of said corporation (engaged), among other things, in managing and directing the activities of a number of trade associations and furnishing various services and facilities thereto), and on the part of their respective officers, etc.; IV, aiding, assisting, or cooperating in any manner with the respondents subject to the provisions of paragraphs numbered 1 to 8, inclusive, of this order, or any of them, in doing any of the things forbidden in said paragraphs, on the part of respondent, the National Electrical Wholesalers' Association, and thirteen corporations, wholesalers, among other things, of product concerned, and on the part of their respective officers, etc.; and V, in or in connection with the offering for sale, sale, and distribution of rigid steel conduit in commerce, and on the part of said corporate manufacturers and sellers first named, and Clifton Conduit Company, seller under its brands of rigid steel conduit purchased from one of aforesaid manufacturers and sellers, (price announcements of which it conformed to), and on the part of their respective officers, etc., for the purpose or with the effect of systematically matching delivered-price quotations with other of said respondents or producing the equivalent of such matched delivered prices through systematic discriminations in the mill nets received on sales to different purchasers; (a) quoting or selling rigid steel conduit at prices calculated or determined pursuant to, or in accordance with, the basing-point, delivered-price system; (b) quoting or selling rigid steel conduit at delivered prices calculated as, or systematically equivalent to, the sum of the price in effect at, plus a transportation charge factor from, any point other than the actual shipping point; (c) quoting or selling rigid steel conduit at delivered prices which systematically reflect the inclusion of a transportation factor greater or less than the actual cost of transportation from point of shipment to destination; (d) discriminating among purchasers by quoting or selling rigid steel conduit at prices which systematically differ in terms of mill nets according to the location of purchasers, and which mill nets, plus common carrier transportation charges to the respective locations of such purchasers, produce delivered costs identical with those to such purchasers from differently located respondents; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 142; 15 U.S.C., sec. 13 (a)) [Cease and desist order, Rigid Steel Conduit Association, et al., Docket 4452, June 6, 1944]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 6th day of June, A. D. 1944.

In the Matter of Rigid Steel Conduit Association, an Unincorporated Association; its Officers: Herbert S. Blake, President, Lawrence R. Quinn, Treasurer, Paul Weiss, Assistant Treasurer, Robert S. Booth, Executive Secretary; Its Board of Directors: I. A. Bennett, Chairman, J. M. Barton, H. G. Morrow, Lawrence R. Quinn, H. S. Walker, A. E. Newman: and Its Members: Central Tube Company, Clayton Mark & Company, Cohoes Rolling Mill Company, Enameled Metals Company, Fretz-Moon Tube Company, Inc., Garland Manufacturing Company, General Electric Company, Laclede Steel Company, Laclede Tube Company, National Electric Products Corporation, Steelduct Company, Triangle Conduit & Cable Company Inc., Walker Brothers, Youngstown Sheet and Tube Company, Corporations, Individually and as Representative of the Members of the Rigid Steel Conduit Association; General Electric Supply Corporation, Spang Chalfant, Inc., Steel and Tubes, Inc., Republic Steel Corporation, The M. B. Austin Company, George L. Hatheway, Regina G. Hatheway, Katharine R. Hatheway, and Jane Hatheway, Partners, Trading as Clifton Conduit Company; Charles Donley; Frank C. Hodkinson; Organization Service Corporation, a Corporation, and Its Officers: Herbert S. Blake, President, Herbert S. Blake, Jr., Vice President, N. Myles Brown, Vice President, Thomas B. Jordan, Vice President, Paul Weiss, Treasurer, C. C. Gregory, Secretary, Individually and as Representatives of the Organization Service Corporation; The National Electrical Wholesalers Association, an Unincorporated Association, Its Officers: J. G. Johannesen, Chairman, D. L. Fife, Vice Chairman, Alfred Byers, Secretary; the Members of its Conduit Committee: D. L. Fife, W. S. Blue, W. J. Drury, A. H. Kahn, C. H. McCullough, H. E. Rasmussen, H. O. Smith, L. E. Latham, F. R. Eiseman, W. R. Kiefer, H. B. Tompkins, A. L. Hallstrom, A. S. Riechman, D. M. Smith: and Its Members: General Electric Supply Corporation, E. B. Latham & Company, Fife Electric Supply Company, Columbian Electrical Company, Graybar Electric Company, Inc., W. T. McCullough Electric Company, Peerless Electric Supply Company, The Hardware and Supply Company, Revere Electric Company, Kiefer Electrical Supply Company, Westinghouse Electric Supply Company, F. D. Lawrence Electric Company, The C. S. Mersick and Company, Individually and as Representative of all the Members of The National Electrical Wholesalers Association

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, the answers of respondents, testimony and other evidence in support of and in opposition to the allegations of said complaint taken before an examiner of the Commission theretofore duly designated by it, report of the trial examiner and exceptions thereto, briefs in support of the complaint and in opposition thereto, and oral arguments of counsel, and the Commission having made its findings as to the facts and its conclusion that said respondents have violated the provisions of the Federal Trade Commission Act.

It is ordered, That respondent Rigid Steel Conduit Association, an unincorporated voluntary association, its officers, directors, representatives, agents, and employees, the corporate respondents Clayton Mark & Company, Cohoes Rolling Mill Company, Enameled Metals Company, Fretz-Moon Tube Company, Inc., General Electric Company, Laclede Steel Company, National Electric Products Corporation, Steelduct Company, Triangle Conduit & Cable Company, Inc., Walker Brothers, Youngstown Sheet and Tube Company, Republic Steel Corporation, M. B. Austin Company, their respective officers, representatives, agents, and employees, in or in connection with the offering for sale, sale, and distribution of rigid steel conduit in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from entering into, continuing, cooperating in, or carrying out any planned common course of action, understanding, agreement, combination, or conspiracy between any two or more of said respondents, or between any one or more of said respondents and others not parties hereto, to do or perform any of the following things:

1. Quoting or selling rigid steel conduit at prices calculated or determined pursuant to or in accordance with the basing-point, delivered-price system; or quoting or selling rigid steel conduit at prices calculated or determined pursuant to or in accordance with any other plan, system, or formula which produces identical price quotations or prices for rigid steel conduit by respondents using such plan, system, or formula at points of quotation or sale, or to particular purchasers, or which prevents purchasers from finding any advantage in price in dealing with one or more of the respondents as against any of the other respondents.

2. Establishing, fixing, or maintaining prices, terms, or conditions of sale for rigid steel conduit, or adhering to any prices, terms, or conditions of sale so fixed or maintained.

3. Collecting, compiling, circulating, or exchanging information concerning common carrier transportation charges used or to be used as a factor in computing the price of rigid steel conduit; or using, directly or indirectly, any such information so collected, compiled, or received as a factor in computing the price of rigid steel conduit.

4. Collecting, compiling, circulating, or exchanging "freight adders," delivery charge booklets, or other information concerning delivery charges on rigid steel conduit used or to be used as a factor in computing the price of such conduit; or using, directly or indirectly, any such information so collected, compiled, or received as a factor in computing the price of rigid steel conduit.

5. Circulating or exchanging information concerning the classification granted or to be granted to any specific purchaser of rigid steel conduit; or determining upon any basis for the selection or classification of customers, or using any basis so determined for selecting or classifying customers.

6. Determining upon the location, establishment, maintenance, or discontinuance of warehouses or other places for the stocking of supplies of rigid steel conduit.

7. Formulating or adopting consigned stock, specific building, or any other forms of contracts or agreements concerning the sale or distribution of rigid steel conduit, or using any contracts or agreements so formulated or adopted, for the purpose or with the effect of aiding or assisting in arriving at or maintaining uniform prices, terms, or conditions in the sale or distribution of such conduit.

8. Directly or indirectly investigating or checking the prices, quantities, terms, or conditions of any sale or offer to sell rigid steel conduit to any buyer or prospective buyer for the purpose or with the effect of aiding or assisting in maintaining uniform prices, terms, or conditions in the sale of such conduit.

9. Doing or causing any of the things forbidden in the preceding paragraphs of this order to be done through respondents Charles Donley, Herbert S. Blake, Organization Service Corporation, or any other individual, corporation, or organization.

It is further ordered, That respondent Charles Donley, an individual, his representatives, agents, and employees, do forthwith cease and desist from knowingly advising, assisting, or cooperating with the aforesaid respondents, or any of them, in doing any of the things forbidden by paragraph numbered 3 above.

It is further ordered, That respondent Herbert S. Blake, an individual, his representatives, agents, and employees, and respondent Organization Service Corporation, a corporation, its officers, representatives, agents, and employees, do forthwith cease and desist from advising, aiding, assisting, or directing the aforesaid respondents in any manner in doing any of the things forbidden by paragraphs numbered 1 to 8, inclusive, of this order.

It is further ordered, That respondent The National Electrical Wholesalers Association, an unincorporated association, its officers and members, the officers and members of its conduit committee, and respondents General Electric Supply Corporation, a corporation, E. B. Latham & Company, a corporation, Graybar Electric Company, Inc., a corporation, Revere Electric Supply Company, a corporation, Kiefer Electrical Supply Company, a corporation, Westinghouse Electric Supply Company, a corporation, Fife Electric Supply Company, Columbian Electrical Company, W. T. McCullough Electric Company, Peerless Electric Supply Company, The Hardware and Supply Company, F. D. Lawrence Electric Company, and The C. S. Mersick and Company, individually and as such members, their respective officers, representatives, agents, and employees, do forthwith cease and desist from aiding, assisting, or cooperating in any manner with the respondents subject to the provisions of paragraphs numbered 1 to 8, inclusive, of this order, or any of them, in doing any of the things forbidden in said paragraphs.

It is further ordered, That each of the corporate respondents Clayton Mark & Company, Cohoes Rolling Mill Company, Enameled Metals Company, Fretz-Moon Tube Company, Inc., General Electric Company, Laclede Steel Company, National Electric Products Corporation, Steelduct Company, Triangle Conduit

& Cable Company, Inc., Walker Brothers, Youngstown Sheet and Tube Company, Spang Chalfant, Inc., Republic Steel Company, and M. B. Austin Company, their respective officers, representatives, agents, and employees, and respondents George L. Hatheway, Regina G. Hatheway, Katherine R. Hatheway, and Jane Hatheway, copartners trading as Clifton Conduit Company, their representatives, agents, and employees, in or in connection with the offering for sale, sale, and distribution of rigid steel conduit in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from doing any of the following things for the purpose or with the effect of systematically matching delivered-price quotations with other of said respondents or producing the equivalent of such matched delivered prices through systematic discriminations in the mill nets received on sales to different purchasers:

(a) Quoting or selling rigid conduit at prices calculated or determined pursuant to, or in accordance with, the basing-point, delivered-price system.

(b) Quoting or selling rigid steel conduit at delivered prices calculated as, or systematically equivalent to, the sum of the price in effect at, plus a transportation charge factor from, any point other than the actual shipping point.

(c) Quoting or selling rigid steel conduit at delivered prices which systematically reflect the inclusion of a transportation factor greater or less than the actual cost of transportation from point of shipment to destination.

(d) Discriminating among purchasers by quoting or selling rigid steel conduit at prices which systematically differ in terms of mill nets according to the location of purchasers, and which mill nets, plus common carrier transportation charges to the respective locations of such purchasers, produce delivered costs identical with those to such purchasers from differently located respondents.

It is further ordered, That, for reasons appearing in the findings as to the facts, the complaint herein be, and the same hereby is, dismissed as to Central Tube Company, Garland Manufacturing Company, Laclede Tube Company (Missouri), Steel and Tubes, Inc., and F. C. Hodkinson; that Count I of the complaint be, and the same hereby is, dismissed as to respondents George L. Hatheway, Regina G. Hatheway, Katherine R. Hatheway, and Jane Hatheway, copartners trading as Clifton Conduit Company, and respondent Spang Chalfant, Inc.; and that Count II of the complaint be, and the same hereby is, dismissed as to respondent General Electric Supply Corporation.

It is further ordered, That the respondents shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON, *Secretary.*

[F. R. Doc. 44-11140; Filed, July 26, 1944; 10:38 a. m.]

TITLE 29—LABOR

Chapter IX—War Food Administrator (Agricultural Labor)

[Specific Wage Ceiling Reg. 21]

PART 1106—SALARIES AND WAGES OF AGRICULTURAL LABOR IN THE STATE OF FLORIDA

WORKERS ENGAGED IN HARVESTING OF CITRUS FRUIT

§ 1106.1 *Wages of workers engaged in the harvesting of citrus fruit in the State of Florida.* Pursuant to § 4001.7 of the regulations of the Director of the Office of Economic Stabilization relating to wages and salaries issued August 28, 1943 (8 F.R. 11960, 12139), as amended on December 9, 1943 (8 F.R. 16702) and June 1, 1944 (9 F.R. 6035) and to the regulations of the War Food Administrator issued January 20, 1944 (9 F.R. 831), as amended on July 11, 1944 (9 F.R. 7645), entitled "Specific Wage Ceiling Regulations" and based upon relevant facts submitted by the Florida WFA Wage Board and obtained from other sources, it is hereby determined that:

(a) *Area, crops and classes of workers.* Persons engaged in the picking of grapefruit, oranges and tangerines, in the loading of "bunch" or "goat" trucks in grapefruit, orange and tangerine groves; and in driving "bunch" or "goat" trucks in grapefruit, orange or tangerine groves in the State of Florida, are agricultural labor, as defined in § 4001.1 (1) of the regulations of the Director of the Office of Economic Stabilization, issued on August 28, 1943 (8 F.R. 11960, 12139), as amended on December 9, 1943 (8 F.R. 16702) and June 1, 1944 (9 F.R. 6035).

(b) *Wage rates: Maximum wage rates for picking tangerines, oranges and grapefruit.* (1) For picking tangerines, 30 cents per standard field box.

(2) For picking seedling oranges, 25 cents per standard field box.

(3) For picking oranges from canopy type budded orange trees, requiring use of ladder 30 feet or more in length, 25 cents per standard field box.

(4) For picking budded oranges, 15 cents per standard field box.

(5) For picking grapefruit, 8 cents per standard field box.

(6) For picking grapefruit and loading in truck in bulk in grove, 8 cents per standard field box or equivalent measure or weight.

Provided, That in cases of sparse crops, where the trees are large enough to require the use of a ladder for picking and the yield on the entire grove or portions of the grove consisting of solid blocks of trees and covering five or more acres is less than 40 field boxes per acre, a wage rate not to exceed 75 cents per hour may be paid for picking tangerines, oranges or grapefruit on such grove or portion of grove, in lieu of the piece rates set forth above, if the employer has advised the Chairman of the Florida WFA Wage Board of his intention to use this alternative rate, prior to the commencing of picking, and shall have made proper showing to said Chairman, that the foregoing conditions exist.

(c) *Maximum wage rates for loading tangerines, oranges, and grapefruit.* (1) Loaders, including customary distribution and picking up empty boxes, 70 cents per hour, or

(2) (i) 1 cent per box loading from ground to "bunch" or "goat" trucks in grove,

(ii) 1 cent per box stacking on "bunch" or "goat" trucks in grove, when fruit is stacked in boxes,

(iii) ½ cent per box for unloading from "bunch" or "goat" trucks at roadside, to roadside truck,

(iv) ½ cent per box for stacking on roadside truck when fruit is stacked in boxes.

(d) *Maximum wage rates for driving "bunch" or "goat" trucks in the groves.* "Bunch" or "goat" truck drivers 60 cents per hour.

(e) *Records.* Any person, including an independent contractor, paying workers described as agricultural labor in this specific wage ceiling regulation, shall keep records showing the names and residence addresses of all such employees, the dates which each employee works, the number of boxes and kind of fruit picked and loaded each day by each employee employed on a piece work basis, the name or number and the location of the grove in which the picking, loading and driving are done, the rate paid each employee, the number of hours worked by each employee who works on an hourly basis, the total compensation paid to each employee and the aggregate compensation paid to all such employees. If a person himself does not directly hire or pay any employee described as agricultural labor in this specific wage ceiling regulation, but employs an independent contractor to furnish such labor, such person shall keep a record showing the total compensation paid such independent contractor and the basis, including units of work performed or other method, upon which such compensation was paid.

(f) *Administration.* The Florida WFA Wage Board located at Lake Wales, Florida, will have charge of the administration of this order in accordance with the provisions of the specific wage ceiling regulations issued by the War Food Administrator on January 20, 1944 (9 F.R. 831), as amended July 11, 1944 (9 F.R. 7645).

(g) *Applicability of specific wage ceiling regulations.* This specific wage ceiling regulation No. 21 shall be deemed to be a part of the specific wage ceiling regulations issued by the War Food Administrator on January 20, 1944 (9 F.R. 831), as amended July 11, 1944 (9 F.R. 7645), and the provisions of such regulations shall be applicable to this specific wage ceiling regulation No. 21 and any violation of this specific wage ceiling regulation No. 21 shall constitute a violation of such specific wage ceiling regulations.

NOTE: All record-keeping requirements of this order have been approved by, and subsequent record-keeping requirements will be subject to the approval of, Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(56 Stat. 765, 50 U.S.C. App. Supp. 961 et seq.; 57 Stat. 63; Pub. Law 34, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681; regulations of the Director of Economic Stabilization, 8 F.R. 11960, 12139, 16702, 9 F.R. 6035; regulations of the War Food Administrator, 9 F.R. 655, 6011, 7378, 9 F.R. 831, 7645)

Issued this 25th day of July 1944.

WILSON R. BUIE, *Acting Director of Labor, War Food Administration.*

[F. R. Doc. 44-11135; Filed, July 25, 1944; 8:18 p. m.]

TITLE 32—NATIONAL DEFENSE

Chapter VIII—Foreign Economic Administration

Subchapter B—Export Control

[Amdt. 198]

PART 802—GENERAL LICENSES

EXPORTATION OF DESIGNATED COMMODITIES

Section 802.10 *General licenses which permit shipments not exceeding a specified value* is hereby amended to read as follows:

§ 802.10 *General license "GLV".*—(a) *Definition.* When used in this section:

(1) "Net value" shall mean the actual selling price less shipping charges or the domestic market price at the time and place of shipment whichever is the larger.

(2) "Domestic market price" shall mean the Office of Price Administration ceiling price which may be charged to the same type of purchaser in the United States or, where no ceiling price has been established, the current market price.

(3) "Single shipment" shall mean all commodities classified under a single Department of Commerce Schedule B Number which move at the same time from one exporter to one importer on the same exporting carrier.

(4) "Medicinal" shall mean any pharmaceutical, drug, or chemical usable for the preventing, healing, curing, alleviating or treating of disease and for which there is no accepted industrial use.

(5) "Group K" and "Group G" shall mean those destinations designated as such in paragraph (a) of § 802.3 of this part except that for the purpose of this general license only, Argentina shall be included in the destinations designated as Group G.

(b) A general license designated "GLV" is hereby granted:

(1) Authorizing the exportation to any destination in Group K and Group G, of all commodities with the exception of medicinals, and the commodities listed below where, in a single shipment, the net value of all such commodities classified under a single Department of Commerce Schedule B Number does not exceed $25.00. When preceded by an asterisk such commodities shall be construed to include their forms, conversions and derivatives:

Commodity	Schedule B No.	Group K	Group G
*Acetanilide	8135.98	$1.00	$1.00
*Acetarsone (Stovarsol)	8135.98	1.00	1.00
Acetic acid	8300.00	1.00	1.00
Acetic aldehyde	8329.91	1.00	1.00
Acetic anhydride	8301.00	1.00	1.00
Acetone	8316.00	1.00	1.00
Acetophenetidin	8135.98	1.00	1.00
*Acetylsalicylic acid (aspirin)	8127.92, 8135.30	1.00	1.00
Acetyltannic acid (tannigen)	8135.98	1.00	1.00
*Agar	8135.98	1.00	1.00
Alcohol (methyl)	8310.00	1.00	1.00
Alkyl resins, in powder, flake, or liquid form.	8293.00	1.00	1.00
Aluminum, metal (except finished articles), salts and compounds.	6290.00 thru 6305.00, 6308.80, 8135.98, 8336.00, 8339.05, 8339.98.	1.00	1.00
Animal oils and fats, edible	0059.00 thru 0059.00	1.00	1.00
Animal oils and greases, inedible	0803.00 thru 0858.05	1.00	1.00
*Anthraquinone	8398.98	1.00	1.00
Antimony, metal, salts, and compounds.	6515.05, 6545.01, 6649.01, 6670.00, 8396.01 thru 8396.08.	1.00	1.00
Aperitol	8135.98	1.00	1.00
*Arsenic, salts and compounds	8202.00, 8203.00, 8309.90, 8309.98, 9398.85, 8398.98	1.00	1.00
Asbestos fiber ¾" or more in length	5451.05	1.00	1.00
*Atropine	8135.01 thru 8135.10	1.00	1.00
Automotive Replacement Parts (not for assembly):			
Horns, hand and electric	7926.00	100.00	25.00
Spark plugs	7921.00	100.00	25.00
Starting, lighting and ignition equipment, automotive only.	7092.00	100.00	25.00
Automobile accessories, other (include aircleaners, oil rectifiers, taxi-meters, and other automobile engine accessories).	7927.00	100.00	25.00
Automobile parts for replacement, n. e. s. (include axle shafts, pistons, piston rings, valves, gears, automobile and truck springs).	7923.05	100.00	25.00
Babbitt metal	6620.00	1.00	1.00
*Barbituric acid and derivatives	All	1.00	1.00
Beef suet, inedible	0858.98	1.00	1.00
Belting, woven, for machinery (include duck woven 12" and narrower).	3140.00	1.00	1.00
Benzocaine (anaesthesin)	8135.25	1.00	1.00
Beryllium, metal, salts, and compounds	6648.05 6649.05, 8396.20	1.00	1.00
Bismuth, metal, salts, and compounds	6649.10, 8135.98, 8396.30 thru 8396.38.	1.00	1.00
Boiler gauge glass tubes	7139.05	1.00	1.00
Bookbinding machinery repair parts only (not for assembly).	7793.00	500.00	25.00
Bristles, pig	0999.98	1.00	1.00
Bromural	8344.98	1.00	1.00
Butadiene, including polymers and copolymers of.	8258.19, 8329.83	1.00	1.00
Caodylic acid and salts	8135.98	1.00	1.00
Cadmium, metal	6645.15, 6649.15	1.00	1.00
*Caffein	8135.11, 8135.12	1.00	1.00
*Calcium gluconate	8135.98	1.00	1.00
*Carbarsone	8127.98, 8180.98	1.00	1.00
*Carbromal	8217.98, 8180.98	1.00	1.00
*Cascara bark and derivatives	2201.00, 8124.98, 8127.98	1.00	1.00
*Cashew nut shell oil	1449.98	1.00	1.00
Castor beans and oil	2220.01, 2249.01	1.00	1.00
Cerium, metal, salts, and compounds	6645.18, 6649.18, 8398.98	$1.00	$1.00
*Chaulmoogra oil	2249.98	1.00	1.00
Chinolfon (yatren)	8135.98	1.00	1.00
Chloropicrin	8069.05, 8205.95	1.00	1.00
Chloroprene, including polymers and copolymers of.	8329.88	1.00	1.00
Chromium, metal	6645.20, 6649.20	1.00	1.00
Cinchona bark	2209.04	1.00	1.00
*Cinchonidine	ALL	1.00	1.00
*Cinchonine	ALL	1.00	1.00
Citric acid	8303.07	1.00	1.00
Cobalt, metal	6645.25, 6649.25	1.00	1.00
Cocoa	1501.00 thru 1503.00	1.00	1.00
Coconut oil	1420.00, 2230.00	1.00	1.00
Coffee	1511.00, 1512.00	(2)	1.00
Coffee extracts and substitutes	1513.00	(2)	1.00
*Colchicum and derivatives	2200.29, 8124.98, 8127.98, 8135.98.	1.00	1.00
Columbium, metal, salts, and compounds.	6645.30, 6649.30, 8398.98	1.00	1.00
Confectionery	1634.00 thru 1637.00	1.00	1.00
Copper, copper base alloy, manufactures and copper sulphate.	6401.00 thru 6479.98, 8201.00.	1.00	1.00
Corundum	5405.00, 5409.98, 5419.00, 5409.20, 5411.98.	1.00	1.00
Cotton duck cloth	3023.00, 3025.00, 3026.00, 3062.00.	1.00	1.00
Cotton pulp (includes cotton seedhull, shavings, pulp, cotton pulpboard, bleached and purified linters).	3006.00	1.00	1.00
Cotton yarn, mercerized	3012.00	1.00	1.00
Cotton yarn, unmercerized	3013.10, 3013.20	1.00	1.00
Cresylic acid and cresols	8024.00	1.00	1.00
Cryolite, natural and artificial	5960.10, 5960.15	200.00	1.00
Dairy products (excepting fresh and sterilized milk, infants' foods malted milk).	0061.00 thru 0067.00	1.00	1.00
Dental instruments (burrs, hand-pieces and contra-angles only).	9150.00	1.00	1.00
Dibutyl phthalate	8025.93	1.00	1.00
Dimenthylaniline	8025.50	1.00	1.00
Diphenylamine	8025.70	1.00	1.00
Egg products, n. e. s., dried	0093.05	1.00	1.00
Egg products, frozen	0093.07	(2)	1.00
Eggs, in the shell	0092.00	(2)	1.00
Electric indicating, measuring, and recording instruments.	7096.05 thru 7098.98, 7099.93.	1.00	1.00
Electrodes, carbon (over 1 inch)	5473.01	500.00	25.00
Electrodes, graphite (over 1 inch)	5473.05	500.00	25.00
*Emetine	ALL	1.00	1.00
Ephedrine and salts	8135.98	1.00	1.00
Ethodin (ivanol)	8135.98	1.00	1.00
Feathers and down, including pillows	0823.00, 0829.00	1.00	1.00
Ferrochrome	6220.50	1.00	1.00
Ferromanganese	6213.03	1.00	1.00
Ferrotungsten	6220.96	1.00	1.00
Fish and fish products	0070.00 thru 0090.98	1.00	1.00
Flax manufactures, except wearing apparel and household goods.	3299.03, 3399.05, 3399.06, 3399.09, 3399.98.	1.00	1.00
Fluorspar, acid grade	5960.20	1.00	1.00
Fluorspar, other	5960.20	500.00	1.00
Fruit juices	1772.00 thru 1779.00	1.00	1.00
Fruits and preparations	1302.00 thru 1305.00, 1310.00 thru 1312.00, 1321.00 thru 1328.00, 1330.05 thru 1347.00.	1.00	1.00

See footnotes at end of table.

Commodity	Schedule B No.	Group K	Group G
Glycerin	8314.00	$1.00	$1.00
Graphite and graphite manufactures except 97–98% Ceylon lump, 92.5% and higher Madagascar flake, and graphite electrodes).	5472.01, 5472.03, 5480.55.	250.00	1.00
*Gum benzoin	2189.93.	1.00	1.00
Hemp	3399.20, 3399.98, 3419.05.	1.00	1.00
Hexamethylenetetramine and compounds.	8329.96, 8329.98.	1.00	1.00
Hops, concentrated hops, and hop extract.	1259.98, 2591.00, 2999.91.	1.00	1.00
*Hormones	8123.00, 8135.98.	1.00	1.00
Hyoscine (scopolamine)	8127.96, 8180.19	1.00	1.00
Hypodermic needles, and surgeons' needles.	9157.00	1.00	1.00
Industrial indicating, recording and controlling instruments and apparatus.	7740.08	1.00	1.00
Ichthyol	8135.98	1.00	1.00
Insulin	8123.00	1.00	1.00
*Ipecac	2209.98	1.00	1.00
Iron and steel body valves and parts for steam, water, oil and gas.	7745.98	1.00	1.00
Jewel bearings	5990.98	1.00	1.00
Jute, yarn, cordage, twine, and empty bags.	3205.09, 3211.00, 3224.00, 3229.05.	1.00	1.00
Kapok fiber, except used or waste	3205.11	1.00	1.00
Kyanite	5960.98	1.00	1.00
*Lactose (milk sugar)	8135.98	1.00	1.00
*Lanolin	0858.05	1.00	1.00
Lead and Lead Manufactures:			
Anodes	6515.20	100.00	1.00
Cables (all types)	6515.21	1.00	1.00
Foil lead and lead tin	6515.30	1.00	1.00
Lead castings, caulking yarn, circles, discs and rings, flanges, laminated lead, plugs, powdered and granulated lead, sash and scale weights, sections, sinkers, strips, tape, washers, wire and wool.	6515.60	100.00	1.00
Ore, matte and base bullion	6645.35	1.00	1.00
Pigs and bars	6507.00	100.00	1.00
Plate, or battery plate, not assembled as complete battery unit.	6515.37	100.00	1.00
Scrap and residues including battery mud.	6515.50	1.00	1.00
Sheets and pipes	6508.00	100.00	1.00
Shot	6515.55	100.00	1.00
Shrapnel	6515.53	100.00	1.00
Solder	6512.00	1.00	1.00
Type and type metal, antimonial lead	6670.00, 6515.05	100.00	1.00
All other lead manufactures	6515.98	100.00	1.00
Leather, calf upper	0304.10, 0304.20, 0305.10, 0305.20.	1.00	1.00
Leather, sole and belting, except offal	0324.00, 0330.00	1.00	1.00
Leather, sole; other than backs, bends and sides.	0332.05, 0332.98	1.00	1.00
Lenses for precision instruments	9147.00, 9149.98	1.00	1.00
Magnesite, crude	5960.98	500.00	25.00
Magnesium, metal	6638.00, 6691.05	1.00	1.00
Manila hemp, fiber and cordage	3205.15, 3414.00	1.00	1.00
*Mapharsen	8124.98, 8135.98	1.00	1.00
Meat products	0020.00, 0021.00, 0027.00 thru 0036.18, 0037.00, 0038.00, 0039.09.	1.00	1.00
Mercury metal	6635.00	1,200.00	1.00
Mercury salts and compounds	8397.41 thru 8397.48	1.00	1.00
*Mesothorium	6649.05, 8398.91, 8438.20.	1.00	1.00
Meters and parts, gas and water	7741.00, 7742.00	1.00	1.00
Methyl alcohol	8310.00	1.00	1.00
*Methyl Methacrylate	8258.03, 8261.03	1.00	1.00
Methylamine	8329.92	1.00	1.00
Methylene blue	8059.00	1.00	1.00
Methylene chloride	8099.98	1.00	1.00
Mica, ground or pulverized	5512.00	500.00	25.00
Mica, unmanufactured	5510.00	1.00	1.00
Mica Manufactures, other (except book pack splittings and good stained and better block or film)	5513.00	150.00	1.00
Molybdenum content of ferromolybdenum	6220.85	1.00	1.00
Molybdenum, metal, salts and compounds	6636.00, 6649.45, 6691.07, 6691.08, 8397.58.	1.00	1.00
Naphthalene	8020.05	1.00	1.00
Neat's foot oil	0803.00	1.00	1.00
*Neoarsphenamine	8124.98, 8135.98	1.00	1.00
Nickel-chrome, electric resistance wire	6630.00	1.00	1.00
Nickel, metals, salts, and compounds	6645.01 thru 6649.98, 8397.61 thru 8397.68.	1.00	1.00
Nikethamide	8121.03, 8135.98	1.00	1.00
Novalgin	8135.98	1.00	1.00
*Nux vomica	2209.15	1.00	1.00
*Nylon	3840.05, 8258.05	1.00	1.00
Oiticica oil	2249.06	1.00	1.00
Optical glass, except ophthalmic	5230.06	1.00	1.00
Palm kernels, nuts, and oil	1449.03, 2220.20, 2249.25.	1.00	1.00
Pamaquine naphthoate (plasmochin)	8127.98, 8135.98	1.00	1.00
Paris green	8205.91, 8397.02	1.00	1.00
Peanuts and peanut butter	1269.98, 1375.00	1.00	1.00
Peppermint, essential oil of	2268.00	1.00	1.00
Perilla seed and oil	2220.20, 2249.04	1.00	1.00
Petroleum blending agents	5013.10	1.00	1.00
Phenobarbital	8135.98	1.00	1.00
Phenol (carbolic acid)	8023.00	1.00	1.00
Phenol-formaldehyde resins, in unfinished forms.	8255.01, 8260.01, 8261.01.	1.00	1.00
*Phenolphthalein	8135.98	1.00	1.00
*Photographic unexposed film, plates, and paper (including blueprint paper) except unexposed 35 mm motion picture film.	9117.30 thru 9117.60, 9125.00 thru 9140.00	(2)	1.00
Photographic unexposed motion picture film (35 mm) positive and negative.	9117.10, 9117.20	$1.00	$1.00
Potassium permanganate	8359.23	1.00	1.00
*Phthalic anhydride and phthalate	8025.90, 8026.93	1.00	1.00
Platinum group metals, salts, and compounds.	6920.00, 6922.05, 6922.09, 6929.05, 6929.98, 8398.70 thru 8398.78.	1.00	1.00
*Polyvinyl chloride	8258.19	1.00	1.00
Portable electric tools	7050.05, 7050.98	1.00	1.00
Potassium chlorate and perchlorate	8359.09, 8359.21	1.00	1.00
Printing and typesetting machinery accessories and repair parts only (not for assembly).	7795.00	500.00	1.00
*Procaine (include novocaine, etc.)	8135.25	1.00	1.00
Prominal	8135.98	1.00	1.00
Propylene dichloride	8329.98	1.00	1.00
Psyllium seeds	2209.98	1.00	1.00
Pyrethrum	2209.19, 8205.30, 8205.02.	1.00	1.00
*Quartz crystals	5060.01 thru 5060.08	1.00	1.00
Quinacrine hydrochloride (atabrine)	8127.98, 8135.98	1.00	1.00
*Quinidine	A.L.L.	1.00	1.00
*Quinine	A.L.L.	1.00	1.00
Radio mica condensers, and capacitors	7079.01	1.00	1.00
Radio transmitting sets, tubes, and parts.	7076.05, 7076.98, 7948.07, 7948.08.	1.00	1.00
Radio tubes or valves for receiving sets	7078.05, 7078.98	1.00	1.00
*Radium	8135.15, 8397.75	1.00	1.00
Rapeseed oil	1449.04, 2220.20, 2249.06.	1.00	1.00
Rayon yarn	3830.07, 3840.07, 3840.08, 3840.11.	1.00	1.00
Rennet	0099.00	1.00	1.00
Rice:			
Paddy or rough rice	1055.00	1.00	1.00
Milled rice, including brown rice, broken rice and rice screenings.	1057.00	1.00	1.00
Rice flour, meal and polish	1058.00	1.00	1.00
Rubber	2001.60 thru 2011.00, 2014.00 thru 2099.90.	1.00	1.00
Rubberlike compounds, synthetic, unfabricated, include polymers and copolymers of butadiene, acrylonitrile, butylene, styrene, and vinylidene chloride.	8258.19	1.00	1.00
Sago	1259.98	1.00	1.00
*Salicylic acid	8303.98	1.00	1.00
*Santonin	8135.98	1.00	1.00
Seeds (except oilseeds)	2401.00 thru 2419.00, 2468.50, 2468.90.	1.00	1.00
Serums and antitoxins	8121.00	1.00	1.00
Shearlings	0307.00, 0836.00	1.00	1.00
*Silk	3702.00 thru 3799.00	1.00	1.00
Silver salts and compounds	8124.98, 8133.98, 8142.00, 8180.98, 8398.98.	1.00	1.00
Sisal and henequen cordage	3419.09	1.00	1.00
Soap	8710.00 thru 8729.00	1.00	1.00
Sodium cacodylate	8135.98	1.00	1.00
Sperm oil	0809.05	1.00	1.00
Spices (include pepper, nutmeg, cloves, cassia, etc.)	1549.01 thru 1549.98	1.00	1.00
Strontium, metal	6649.98	1.00	1.00
*Strychnine	8135.17	1.00	1.00
Styrene	8025.90	1.00	1.00
Sugar	1419.05	1.00	1.00
*Sulfarsphenamine	8124.98, 8138.98	1.00	1.00
*Sulfonamides (include all sulfa drugs)	8135.98	1.00	1.00
Tacks and nails (made from tack plate or wire) to be used in the manufacture of shoes.	6094.00, 6095.00	2000.00	25.00
Talc, ground (except block talc)	5736.00	1.00	1.00
Tantalum metal, salts, and compounds	6645.60, 6649.60, 8398.80.	1.00	1.00
Taploca	1259.05	1.00	1.00
Tea	1521.05	1.00	1.00
Tetraethyl lead, ethyl fluid, and any mixture containing more than 3 cc. tetraethyl lead per gallon.	8299.15, 8299.19	1.00	1.00
*Theobromine	8135.18	1.00	1.00
*Theophylline	8135.19	1.00	1.00
Thyroid	8123.00	1.00	1.00
Tin, metal, salts, and compounds	6565.01 thru 6565.98, 8381.01 thru 8381.98.	1.00	1.00
Tinplate and terneplate, unfabricated	6041.00, 6042.00	1.00	1.00
Tinplate, circles, strips, cobbles and scrollsheet butts.	6013.00	1.00	1.00
Tinplate, waste-waste	6014.00	1.00	1.00
Titanium, metal	6649.70, 6645.70	1.00	1.00
Tobacco, unmanufactured leaf (bright flue-cured).	2001.00	1.00	1.00
Toluol	8011.00	1.00	1.00
*Totaquine	8157.05	1.00	1.00
*Tools incorporating industrial diamonds.	6155.15, 6156.05, 6178.91, 7455.03, 7485.12, 6409.05.		
Tools mechanics' hand service: [1]		100.00	25.00
Bolt cutters	6170.01	100.00	25.00
Brazing tools	6178.98	100.00	25.00
Carburetor tools	6178.95, 7931.80	100.00	25.00
Chisels, metalworking	6170.00	100.00	25.00
Clutch pilot tools	6178.95	100.00	25.00
Compressors, piston ring	7931.80, 6178.95	100.00	25.00
Conduit threading stocks	6169.98	100.00	25.00
Die stocks, hand	6169.98, 6479.01	100.00	25.00
Drills, drift	6167.98	100.00	25.00
Drills, ratchet, metalworking	6167.98	100.00	25.00
Hacksaw frames	6150.98	100.00	25.00
Hammers, ball peen	6160.00	100.00	25.00
Jewel and jewelers' hand tools	6178.98	100.00	25.00
Nippers	6173.00	100.00	25.00
Pipe cutting equipment	6170.00	100.00	25.00
Pipe stocks	6169.43, 6169.98	100.00	25.00
Pipe vises	6163.00	100.00	25.00

See footnotes at end of table.

Commodity	Schedule B No.	Group K	Group G
Tools mechanics' hand service [1]—Con.			
Pipe wrenches	6165.00	$100.00	$25.00
Piston pin drivers, inserters and removers.	6178.95, 7931.80	100.00	25.00
Pliers, all types	6172.00, 6173.00	100.00	25.00
Pullers, connecting rod, gear, screw, and all types.	6178.95, 6178.98, 7931.80.	100.00	25.00
Punches, cold and drift pin center	6170.00	100.00	25.00
Punches, metal, lever, screw operated.	6170.00	100.00	25.00
Reamers, cylinder ridge, all types	6178.98, 7931.80	100.00	25.00
Ring groove cleaning tools	6178.95, 7931.80	100.00	25.00
Rivet busters, chisel	6170.00	100.00	25.00
Screw drivers, all hand power types	6178.98	100.00	25.00
Screw extractors	6178.98	100.00	25.00
Scribers	6178.95	100.00	25.00
Shippers and snips, metal cutting	6170.00	100.00	25.00
Stamps, steel, letters and numerals	6209.98	100.00	25.00
Tool boxes, iron or steel	6209.98	100.00	25.00
Tool boxes, wood	4299.98	100.00	25.00
Tube flaring tools	6178.95	100.00	25.00
Valve spring compressors	6178.95, 7931.80	100.00	25.00
Vises, all types	6163.00	100.00	25.00
Watchmakers tools, all types	6178.98	100.00	25.00
Water pump tools, automotive	7931.80	100.00	25.00
Wrench sets	6165.00	100.00	25.00
Wrenches, adjustable, box, open and pipe, socket, and all types.	6164.00, 6165.00, 6166.43, 6198.98.	100.00	25.00
Tricresylphosphate	8025.91	1.00	1.00
*Tryparsamide	8125.98	1.00	1.00
Tung oil	2249.10	1.00	1.00
Tungsten, metal, salts, and compounds.	6639.00, 6645.80, 6691.98, 8398.20 thru 8398.28	1.00	1.00
Tools mechanics' hand service [1]—Con.			
Type metal	6670.00	$1.00	$1.00
*Uranium	6645.85, 8398.30	1.00	1.00
Vaccines for human use	8122.00	1.00	1.00
Vanadium, metals, salts, and compounds.	8398.35 thru 8398.38 6220.87, 6637.00, 6649.90, 6691.98.	1.00	1.00
Vanilla beans	1549.15	1.00	1.00
Vegetable oil	2230.00 thru 2249.98	1.00	1.00
Vegetable oils and fats, edible	1420.00 thru 1441.00, 1447.00 thru 1449.98.	1.00	1.00
Vegetables and preparations	1201.10 thru 1202.50, 1208.00, 1211.00, 1241.00 thru 1251.00, 1252.95, 1253.00, thru 1259.03.	1.00	1.00
Vegetable tallow and wax	2999.05	1.00	1.00
*Vitamins and vitasterols (all)	8119.98	1.00	1.00
Wood pulp	4601.00 thru 4619.00	1.00	1.00
Wool rags	3622.00	1.00	1.00
Wool noils and waste	3625.00	1.00	1.00
Wool tops	3628.00	1.00	1.00
Wool Yarns	3633.00	1.00	1.00
Wool Fabrics	3642.00, 3642.01, 3649.00	1.00	1.00
Wool felts	3663.00, 3664.00	1.00	1.00
Wool blankets	3666.00, 3666.01	1.00	1.00
*Yeast	1259.98	1.00	1.00
Zinc, metal (except finished articles), salts, and compounds.	6570.00 thru 6589.98, 8398.45 thru 8398.48, 8299.90, 8429.19, 8411.00.	1.00	1.00
Zirconium, metal	6645.95, 6691.98, 6220.88.	1.00	1.00

[1] In determining whether commodities under this heading are exportable under this general license, the description and not the Schedule B No. shall govern.
[2] Unlimited.

(2) Authorizing the exportation of the commodities listed in subparagraph (1) of this paragraph to any destination in Group K and Group G where, in a single shipment, the net value of such commodities does not exceed the value limit specified for the commodity in the respective Group Column: *Provided*, That the following commodities may not be exported under this general license in any amount.

Aircraft parts, equipment, and accessories other than those listed in the President's Proclamation of April 9, 1942.
Air raid sirens and alarms.
Bicycles, adult.
Diamonds, industrial.
Digitalis Seeds.
Equipment and parts which can be used or adapted to use for the production of aviation motor fuel or tetraethyl lead.
Equipment for the production of aviation lubricating oil.
Fire control instruments, military searchlights, aerial cameras, and other types of military equipment containing optical elements.
Firearms.
Gas masks.
Gauges, precision.
Hempseeds.
Metal drums, containers, gas cylinders.
Narcotics and narcotic preparations.
Optical elements for fire-control instruments, aircraft instruments, etc.
Paraffin wax, refined or unrefined.
Penicillin.
Petroleum products as follows:
Natural gasoline.
Aviation motor fuels, all.
Other motor fuels and gasoline.
Kerosene.
Platinum jewelry.
Rubber scrap, all.

(3) Authorizing the exportation of all medicinals, except those set forth in subparagraph (1) and (2) of this paragraph, to any destination in Group K where the net value of a single shipment does not exceed $100. Mixtures or preparations containing any medicinal which is preceded by an asterisk as set forth in subparagraph (1) of this paragraph may be exported to any destination in Group K where, in a single shipment, the net value of such mixture or preparation does not exceed $100: *Provided*, That the net value of the medicinal contained therein does not exceed $1.00.

(b) The provisions of this section shall not be construed as limiting the use of any other general licenses. Any person making an exportation pursuant to this general license shall enter on the Shipper's Export Declaration, whenever the filing of said declaration is required, the following statement:

The domestic market price of the commodities declared herein for exportation under GLV does not exceed the sum of $_____ (Insert the general license value limit applicable to the commodity.)

In addition, any person exporting lead or lead manufactures under this general license shall endorse on said declaration the following certification:

The undersigned certifies to the Foreign Economic Administration and the War Production Board that to the best of his knowledge and belief, this material will be used for _____; this use is permitted domestically under War Production Board Order M–38.

(Sec. 6, 54 Stat. 714; Pub. Law 75, 77th Cong.; Pub. Law 238, 77th Cong.; Pub. Law 397, 78th Cong.; E.O. 9361; 8 F.R. 9861; Order No. 1, 8 F.R. 9938; E.O. 9380, 8 F.R. 13081; Delegation of Authority No. 20, 8 F.R. 16235; Delegation of Authority No. 21, 8 F.R. 16320)

Dated: July 15, 1944.

S. H. LEBENSBURGER,
Director,
Requirements and Supply Branch,
Bureau of Supplies.

[F. R. Doc. 44–11081; Filed, July 25, 1944; 10:18 a. m.]

[Amdt. 199]

PART 801—GENERAL REGULATIONS

PROHIBITED EXPORTATIONS

Section 801.2 *Prohibited exportations* is hereby amended in the following particulars:

In the column headed "General License Group" the group and country designations assigned to the commodities listed below, at every place where said commodities appear in said section, are hereby amended to read as follows:

Commodity and Department of Commerce Number	*General license group*
Wheat flour, wholly of U. S. wheat (in sacks or bbls.) 1073.00	V minus 17
Wheat flour, other (in sacks or bbls.), 1074.00	V minus 17

Shipments of the above commodities which are on dock, on lighter, laden aboard the exporting carrier, or in transit to a port of exit pursuant to an actual order for export prior to the effective date of this amendment may be exported under the previous general license provisions. Shipments moving to a vessel subsequent to the effective date of this amendment pursuant to Office of Defense Transportation permits issued prior to such date may also be exported under the previous general license provisions. This amendment shall become effective July 27, 1944.

(Sec. 6, 54 Stat. 714; Pub. Law 75, 77th Cong.; Pub. Law 238, 77th Cong.; E.O. 9361, 8 F.R. 9861; Order No. 1, 8 F.R. 9938; E.O. 9380, 8 F.R. 13081; Delegation of Authority No. 20, 8 F.R. 16235; Delegation of Authority No. 21, 8 F.R. 16320)

Dated: July 26, 1944.

S. H. LEBENSBURGER,
Director,
Requirements and Supply Branch,
Bureau of Supplies.

[F. R. Doc. 44–11169; Filed, July 26, 1944; 11:48 a. m.]

[Amdt. 200]

PART 812—LIMITED PRODUCTION LICENSE "LPL"

EXPORTATION OF FARM EQUIPMENT

Subchapter B—Export Control is hereby amended by adding thereto Part 812 as follows:

§ 812.1 *Destinations.* The provisions of this part apply only to exportations to the following destinations:

Bolivia.	Haiti.
Brazil.	Honduras.
Chile.	Mexico.
Colombia.	Nicaragua.
Costa Rica	Panama.
Cuba.	Paraguay.
Dominican Republic.	Peru.
Ecuador.	El Salvador.
Guatemala.	Uruguay.
	Venezuela.

§ 812.2 *General provisions.* (a) There is hereby established a limited production license designated "LPL" authorizing the exportation, subject to the provisions of paragraphs (b), (c), (d) and (e) of this section, to any destination listed in § 812.1, of farm machinery, equipment and repair parts manufactured for export under the provisions of War Production Board Order L–257–a and classified under one of the following Department of Commerce Schedule B numbers:

7800.00 thru 7841.00
7844.00 thru 7870.00
7879.00 thru 7886.00
7889.05 thru 7889.98

and commodities classified under one of the following Department of Commerce Schedule B numbers provided they are to be exported for farm use, including irrigation or drainage purposes:

7355.05 thru 7369.98
7223.00
7592.00
6185.00
7012.00
7228.00
7975.00
6209.98

(b) Any exporter who expects to ship to the group of destinations set forth in § 812.1 during the year beginning July 1, 1944, a total net weight of 25 tons or more of such farm machinery, equipment and repair parts shall file an "Application for Distribution Schedule for Agricultural Equipment" in the form and manner prescribed by the Foreign Economic Administration and may export under this license during the year beginning July 1, 1944, to any destination set forth in § 812.1 not more than the quantity of farm machinery, equipment and repair parts approved by the Foreign Economic Administration for export to each such destination in said distribution schedule. Any exporter, other than a manufacturer or manufacturer's agent, shall, in addition, submit a statement from the manufacturer of such farm machinery, equipment, and repair parts that the commodities to be exported as set forth in said distribution schedule have been charged to the manufacturer's export production quota.

(c) Exporters who expect to ship to the group of destinations set forth in § 812.1 during the year beginning July 1, 1944, a total of less than 25 tons of farm machinery, equipment and repair parts are not required to file an "Application for Distribution Schedule for Agricultural Equipment" and may export under the provisions of this license not more than a total net weight of 25 tons of farm machinery, equipment and repair parts during the year beginning July 1, 1944, to the group of destinations set forth in § 812.1.

(d) No exporter may export more than 25 tons net weight of such farm machinery, equipment and repair parts during the year beginning July 1, 1944, to the group of destinations set forth in § 812.1 unless such exporter has filed an "Application for Distribution Schedule for Agricultural Equipment" as prescribed in paragraph (b) above, and an approved distribution schedule has been issued to such exporter.

(e) The provisions of § 801.7 shall not apply to exportations under this limited production license. In lieu of the presentation of an individual export license or other document issued by the Foreign Economic Administration for clearance of an exportation with the United States Collector of Customs or the United States Postmaster, the exporter shall present a Shipper's Export Declaration bearing one of the following certifications:

(1) When the exportation is being made pursuant to the provisions of paragraph (b) of this section the following certification shall be used:

The export of these materials, ------ pounds, under Limited Production License "LPL" to ---------- is authorized by the
(Country)
Foreign Economic Administration and is within the limitations set by a "Distribution Schedule for Agricultural Equipment" approved by the Foreign Economic Administration ----------
(Date)

(Signed)

(2) When the exportation is being made pursuant to the provisions of paragraph (c) of this section the following certification shall be used:

The undersigned certifies to the Foreign Economic Administration that the export of these materials, ------ pounds, is authorized under Limited Production License "LPL" and that the total quantity of such materials, including this shipment, exported by the undersigned under such license during the year commencing July 1, 1944, does not exceed 25 short tons.

(Signed)

§ 812.3 *Reports.* All holders of an approved "Distribution Schedule for Agricultural Equipment" shall report to the Foreign Economic Administration on or before the 15th day of the first month of each calendar quarter the total shipments made under this license during the immediately preceding quarter. Such report shall be made on the form or forms and in the manner prescribed by the Foreign Economic Administration.

(Sec. 6, 54 Stat. 714; Pub. Law 75, 77th Cong.; Pub. Law 238, 77th Cong.; Pub. Law 397, 78th Cong.; E.O. 9361, 8 F.R. 9861; Order No. 1, 8 F.R. 9938; R.O. 9380, 8 F.R. 13081; Delegation of Authority No. 20, 8 F.R. 16235; Delegation of Authority No. 21, 8 F.R. 16320)

Dated: July 26, 1944.

S. H. LEBENSBURGER,
Director,
Requirements and Supply Branch,
Bureau of Supplies.

[F. R. Doc. 44–11172; Filed, July 26, 1944; 11:49 a. m.]

[Amdt. 201]

PART 804—INDIVIDUAL LICENSES

WEIGHT AND VOLUME TOLERANCE

Section 804.4 *Weight and volume tolerance* is hereby amended in the following particulars:

(1) By adding at the end of paragraph (b) thereof the words "except as provided in paragraph (g) of this section," and

(2) By adding thereto paragraph (g) as follows:

(g) Where the amount or quantity on a license is required to be shown in numbers of units, a tolerance is allowed only as follows:

Cotton and jute bags---------- 2%

(Sec. 6, 54 Stat. 714; Pub. Law 75, 77th Cong.; Pub. Law 288, 77th Cong.; Pub. Law 397, 78th Cong.; E.O. 9361; 8 F.R. 9861; Order No. 1, 8 F.R. 9938; E.O. 9380, 8 F.R. 13081; Delegation of Authority No. 20, 8 F.R. 16235; Delegation of Authority No. 21, 8 F.R. 16320)

Dated: July 26, 1944.

S. H. LEBENSBURGER,
Director,
Requirements and Supply Branch,
Bureau of Supplies.

[F. R. Doc. 44–11171; Filed, July 26, 1944; 11:48 a. m.]

[Amdt. 202]

PART 802—GENERAL LICENSES

GIFTS TO PRISONERS OF WAR AND INTERNEES

Subparagraph (8) of paragraph (a) of § 802.16 *General license, gifts to prisoners of war and internees* is hereby amended by inserting a comma after the commodity "banana flakes" and adding thereto the words "dried ripe bananas, and similar products."

(Sec. 6, 54 Stat. 714; Pub. Law 75, 77th Cong.; Pub. Law 397, 78th Cong.; E.O. 9361, 8 F.R. 9861; Order No. 1, 8 F.R. 9938; E.O. 9380, 8 F.R. 13081; Delegation of Authority No. 20, 8 F.R. 16235; Delegation of Authority No. 21, 8 F.R. 16320)

Dated: July 26, 1944.

S. H. LEBENSBURGER,
Director,
Requirements and Supply Branch,
Bureau of Supplies.

[F. R. Doc. 44–11170; Filed, July 26, 1944; 11:48 a. m.]

Chapter IX—War Production Board

Subchapter B—Executive Vice-Chairman

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 1010—SUSPENSION ORDERS

[Suspension Order S–562, Stay of Execution]

JACKSON UPHOLSTERY CO., INC.

The Jackson Upholstery Co., Inc. of New York, New York, has appealed the provisions of Suspension Order No. S–562, issued the 2d day of June 1944, (§ 1010–562) and has requested a stay on the ground that irreparable harm would be done its business if the suspension order were not stayed. The Chief Compliance Commissioner has directed that the provisions of the suspension order be stayed pending final determination of the appeal or until further order by the Chief Compliance Commissioner. In view of the foregoing,

It is hereby ordered, That: The provisions of Suspension Order No. S–562, issued June 2, 1944, are hereby stayed pending final determination of the appeal or until further order by the Chief Compliance Commissioner.

Issued this 25th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–11137; Filed, July 25, 1944; 4:47 p. m.]

PART 1012—CONSUMERS DURABLE GOODS

[Limitation Order L–18–c, Revocation]

DOMESTIC VACUUM CLEANERS

Section 1012.4 *Supplementary Limitation Order L–18–c* is hereby revoked. This revocation does not affect any liabilities accrued under the order. The restrictions on transfer of new domestic vacuum cleaners contained in L–18–c are superseded by order L–18–b, which controls the manufacture and delivery of new domestic vacuum cleaners, new attachments for domestic vacuum cleaners and new parts for domestic vacuum cleaners.

Issued this 26th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–11152; Filed, July 26, 1944; 11:24 a. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 5, Direction 21]

MRO FOR TOBACCO, CHEWING GUM, AND BEVERAGE INDUSTRIES

The following direction is issued pursuant to CMP Reg. 5:

(a) Persons engaged in the manufacture of tobacco products, chewing gum, and beverages of all types may use the preference rating AA–3 to obtain maintenance, repair and operating supplies, and the CMP allotment symbol MRO to place authorized controlled material orders for controlled material required for maintenance, repair and operating supplies, subject to the provisions of CMP Regulation No. 5.

Issued this 26th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–11145; Filed, July 26, 1944; 11:24 a. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 5, Direction 22]

STEVEDORES AND STEVEDORING COMPANIES

The following direction is issued pursuant to CMP Reg. 5:

Stevedores and stevedoring companies may buy steel wire rope, steel rods, steel nails, steel angles and other steel in controlled material form which they need for lashing cargoes, by the use of the MRO symbol, and also may buy steel metal strapping for this purpose by the use of the MRO symbol and rating, irrespective of how such material is charged under their normal accounting practice.

Issued this 26th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–11146; Filed, July 26, 1944; 11:25 a. m.]

PART 3191—CIVILIAN AIRCRAFT

[Preference Rating Order P–47, as Amended July 26, 1944]

§ 3191.21 *General Preference Rating Order P–47*—(a) *Purpose and scope.* The purpose of this order is to provide certain persons operating civilian type aircraft essential to the war effort with a uniform procedure for obtaining material for the operation of aircraft and for aircraft facilities both in the case of controlled materials obtained by use of allotment symbols under the Controlled Materials Plan and in the case of materials or products, including components, obtained by preference ratings.

(b) *Definitions.* (1) "Aircraft facility" means any material, equipment, machinery or structure used in connection with the operation or shelter or the maintenance or repair of aircraft. The term does not include "aircraft and aircraft products" as defined in Order L–48. (The term "aircraft and aircraft products" is defined in Order L–48 to mean airplanes, airframes, airplane propulsion engines, airplane propellers, gliders and aircraft training devices designed to simulate actual flying conditions.)

(2) "Operator" means any individual, partnership, association, business, trust, corporation or any organized group of persons (whether incorporated or not) other than the Army or Navy of the United States which is engaged in:

(i) The operation of a commercial airline under certificate from the Civil Aeronautics Authority, whether or not the airline operates outside the United States;

(ii) The operation of a foreign commercial airline if approval is received from the War Production Board on Form WPB–1747 or if such approval was received for use in getting materials during the second quarter of 1944;

(iii) The operation of any aircraft to the extent that such aircraft is based in the Territory of Alaska.

(c) *Preference rating and allotment symbol.* Each operator is assigned a preference rating of AA–1 and is authorized to use the allotment symbol MRO (P–47) to get the materials he needs for maintenance, repair and operating supplies and for new aircraft facilities, subject to the limitations contained in the following paragraphs.

(d) *Limitations on the quantity of materials.* (1) No operator who received an approved Form WPB–1747 for the second quarter of 1944 may use the preference rating or allotment symbol assigned above to acquire in any one quarter an amount of any item of material listed in that form costing more than the amount approved for that item. Any such operator who wishes to use an amount of any item in excess of the amount of that item approved for the second quarter of 1944 should file Form WPB–1747 and ask for approval from the War Production Board for materials in excess of the permitted amounts.

(2) Any operator who did not receive an approved Form WPB–1747 for the second quarter of 1944 must, before using the rating and symbol assigned by this order, file that form and receive approval from the War Production Board for materials he needs; the amount approved by the War Production Board on Form WPB–1747 for purchase by him during the quarterly period specified on the form shall be the amount which he is permitted to purchase under this order during subsequent quarters. If he wishes during any subsequent quarter to use an amount of any item in excess of the amount of that item approved on his Form WPB–1747, he should file another Form WPB–1747 and ask for approval for materials in excess of the permitted amounts.

(3) In addition, any operator wishing to purchase any aircraft or aircraft products, as defined in Order L–48, must comply with the provisions of that order. The preference rating assigned by this Order P–47 may not be used to get any item for which an authorization is obtained under Order L–48.

(e) *Limitation on the purchase of materials for construction jobs.* No operator may use the preference rating and allotment symbol assigned by this order to get materials for construction jobs needed to carry on his aircraft operations, unless the cost of the material used in the job does not exceed $500. (In determining the cost of material, the cost of any equipment which is being installed for use in the maintenance, repair or operation of aircraft may be excluded. No construction job shall be subdivided for the purpose of coming within the $500 limit.) Any such construction job may be carried on without getting permission to begin construction under Order L–41. All other construction may be carried on only to the extent permitted under the provisions of Order L–41. The term "construction" is defined in paragraph (b) of Order L–41.

(f) *Application for items on List "B" of Priorities Regulation No. 3.* Any operator may file Form WPB–1747, in accordance with the instructions accompanying the form, for items on List "B" of Priorities Regulation 3. The War Production Board may authorize the use of a preference rating and allotment symbol for those items.

(g) *Acquisition of materials.* Operators may obtain materials under this order by placing on their purchase orders the following certification, (or the alternative form of certification provided in CMP Regulation No. 7), signed manually

or as provided in Priorities Regulation No. 7:

MRO (P-47 Serial Number ------) Preference Rating AA-1. The undersigned certifies, subject to the criminal penalties for misrepresentation contained in section 35 (A) of the United States Criminal Code, that the items covered by this order are within the amounts approved by the War Production Board under Preference Rating Order P-47, and are to be used for a purpose so approved.

Name----------

By----------

Authorized Official.

Date----------

The operator should include in his certificate the serial number assigned to him in his approved Form WPB-1747. A purchase order for controlled materials bearing this certification shall be deemed an authorized controlled material order for the purpose of all CMP Regulations.

(h) *Penalties for misrepresentation.* (1) The placing of any order bearing a certification or symbol, as provided by this order, shall constitute a representation, subject to the criminal penalties of section 35 (A) of the United States Criminal Code (18 U. S. C. 80), that the person placing the order is entitled, under the terms of this order, to use of the symbol or preference rating indicated thereon.

(i) *Inventory restrictions.* No operator shall receive any delivery if acceptance thereof would increase his inventory above a practicable working minimum, as provided in § 944.14 of Priorities Regulation No. 1, or would exceed the inventory limitations prescribed for such person by CMP Regulation No. 2, or by any other applicable regulation or order of the War Production Board.

(j) *Applicability of other orders and regulations.* (1) Nothing in this order shall be construed to relieve any person from complying with any applicable regulation or order of the War Production Board (including orders in the "E", "L", and "M" series) or with any order of any other competent authority.

(2) No operator may acquire material by the use of CMP Regulation No. 5 or No. 5A. Persons needing maintenance, repair and operating supplies for aircraft who are not operators within the meaning of this order may use CMP Regulation 5 or 5A where applicable or any other applicable order or regulation of the War Production Board.

(k) *Communications.* All communications concerning this order should be addressed to: War Production Board, Washington 25, D. C. Ref: P-47.

(l) *Effective date.* This amended order shall become effective on July 1, 1944. General Preference Rating Order P-47, as amended August 4, 1943, shall remain effective until July 1, 1944.

Issued this 26th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-11147; Filed, July 26, 1944; 11:25 a. m.]

PART 3281—PULP AND PAPER

[General Conservation Order M-241, as Amended July 18, 1944, Amdt. 1]

Section 3281.63 *General Conservation Order M-241* is hereby amended in the following respects:

In paragraph (d) (5) Activity No. 14 delete the following: "OEW or". After Activity number 15 insert the following: 16. Rubber Reserve Corporation.

Change present number 16 to 17.

In paragraph (b) of Appendix A delete the last two words of the paragraph "in writing" and substitute the following: "on form WPB-3680".

In Appendix B paragraph (a) (1) under WPB-514 (Current) change the number 225002 to 225003, for liquid tight cylindrical can and lid stock.

In paragraph (b) (1) of Appendix B delete the following sentence: "(This provision supersedes paragraph (d) (1) (ii) of M-241)".

In paragraph (b) (2) of Appendix B delete the following sentence: "This provision supersedes paragraph (d) (1) (iii) of M-241".

In paragraph (b) (3) of Appendix B delete the following sentence: "This provision supersedes paragraph (d) (2) (i) of Order M-241".

In paragraph (c) of Appendix B in the next to the last line delete the following: "in writing" and add the following at the end of the paragraph after WPB "on Form GA 1959."

Change paragraph (d) (3) of Appendix B to read as follows:

(3) If, for any reason beyond his control, a manufacturer finds he is unable to use in any calendar quarter year the pulp allocated to him for the manufacture of "sanitary food container stock" or to produce and deliver during such calendar quarter year in accordance with any directive or directives issued to him by the War Production Board or to produce and deliver any authorized purchase order or orders accepted by him for production in such quarter year, he shall immediately so notify the War Production Board giving specific information with respect to each such directive or purchase order as to name of customer, specifications, promised shipping dates and the tonnage of the pulp allocated to him which he is unable to use in such quarter. The War Production Board may, pursuant to Order M-93, direct that the pulp such manufacturer is unable to use for producing such directives or authorized purchase orders be sold and shipped to another manufacturer or manufacturers of such stock for use in manufacturing such "sanitary food container stock" and may, pursuant to M-93 authorize such other manufacturer to use such pulp for manufacturing such stock. Thereafter, such other manufacturer's reserve production of "sanitary food container stock" shall be correspondingly increased.

Issued this 26th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-11148; Filed, July 26, 1944; 11:26 a. m.]

PART 3288—PLUMBING AND HEATING EQUIPMENT

[General Limitation Order L-79, as Amended July 26, 1944]

DISTRIBUTION OF PLUMBING, HEATING AND COOKING EQUIPMENT

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of certain critical materials used in the production of plumbing, heating and cooking equipment for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense.

§ 3288.31 *General Limitation Order L-79*—(a) *What this order does.* The purpose of this order is to conserve the supply and direct the distribution of plumbing, cooking and heating equipment by preventing the sale of certain essential items on List A except for necessary replacements, or on rated orders. These are items, the production of which is restricted, and which can be made available to essential users only. The order provides a rating to enable sellers to get these items for necessary replacement. It permits other items of plumbing and heating equipment to be bought by sellers on unrated orders without restriction but provides a preference rating to enable sellers to buy these non-restricted items when a rating is needed. No preference ratings are assigned to consumers and deliveries to consumers for replacement and repair do not have to be on rated orders. It must be noted, however, that deliveries of certain parts for plumbing and heating equipment are also subject to applicable provisions of other limitation orders.[1] The order supersedes the previous version of L-79, as well as General Preference Order P-84.

(b) *Assignment of preference ratings.* Preference rating AA-3 is assigned to any seller to enable him to get the following:

(1) Equipment shown in List A, including repair parts.

(2) Repair parts only for items on List B.

(3) All other equipment, material and parts which are used to supply, store and heat water, to cook food (except as excluded below), to remove waste matter and water borne waste, to treat waste matter chemically, and to heat buildings, including electric heat controls.

Any rating under this paragraph (b) cannot be used, however, to get equipment specifically designed for industrial processing, fire protection, the production or transmission of power, or for use by a public utility; equipment, other than water heaters, using electricity as fuel; heat exchangers subject to L-123; domestic water systems as covered by L-257 domestic cooking appliances and domestic heating stoves as defined in L-23-c; liquefied petroleum gas equipment as defined in L-86; fans, blowers and exhausters as covered by L-123 except those on List A of this order (L-79); steel or wrought iron pipe or steel sheets; industrial and domestic sump pumps; equipment specifically designed for refrigerating or dehumidifying; or portable items such as pans, domestic stove lid lifters and domestic stove pokers which are not designed to be built into or fastened to the building in which they are used. Directions will from time to time be issued specifying items which are subject to this paragraph (b) and items which are excluded.

(c) *Exception.* No rating is assigned to any delivery to which a rating is assigned by CMP Regulation 9A.

(d) *Inventory restrictions on sellers.* (1) A seller who is a repair man as defined in CMP Regulation 9A may not accept delivery of any item of parts or materials obtained by applying a rating under this order if his inventory of that item of parts or materials is or would by accepting delivery become larger than he needs to continue his repair and maintenance services for a 60-day period, according to his current method of operation. However, if the supply of any item which he has on hand is less than the permitted amount, he may accept delivery of the smallest commercial amount of that item which his distributor normally sells, even if that will increase his supply beyond the amount specified.

(2) A seller who is not a repair man as defined in CMP Regulation 9A is subject to the limitation of inventory prescribed in Order L-63.

(e) *Up-rating.* In the case of ratings applied or extended by sellers under Order P-84 prior to its revocation, deliveries may be re-rated in accordance with the provisions of Priorities Regulation No. 12. However, any person with whom such an order was placed is authorized to treat it as re-rated without requiring any notice or certificate to be furnished to him by the seller: *Provided*, That any manufacturer or seller who re-rates any orders placed with him under this paragraph must so re-rate all orders placed with him which can be re-rated.

(f) *Restrictions on deliveries of items on List A.* No seller may deliver to a consumer any equipment included on List A except:

(1) [Deleted July 26, 1944.]

(2) Equipment which is delivered to fill a rated order.

(3) When the delivery is to a consumer for installation to replace existing equipment which is worn out, damaged beyond repair or destroyed, but not to replace useable equipment or to make a substitution which would provide more extensive facilities than are necessary to replace the part or parts worn out, damaged or destroyed.

(g) *Restrictions on delivery of equipment using gas as fuel.* No seller may deliver to a consumer any equipment using gas as a fuel when the installation of such equipment will increase the potential demand for gas unless a letter has been first obtained from the utility company which will deliver the gas to the consumer stating that it is authorized to provide the gas necessary to operate the equipment.

(h) *When a consumer needs a preference rating and how he gets it.* Consumers are not assigned ratings by this order and will not need ratings unless they want to buy items on List A for purposes other than replacement. When a rating is needed, application may be made as follows:

(1) *For residential use.* If the equipment is to be used for residential purposes, construction or otherwise, Form WPB-2896 should be filed with the nearest Federal Housing Administration field office.

(2) *For commercial and industrial use.* If the equipment is to be used for commercial or industrial purposes and is construction of a type which is restricted under Limitation Order L-41, Form WPB-617 should be filed with the nearest War Production Board field office. If not restricted under Limitation Order L-41, then Form WPB-1319 should be filed with the nearest War Production Board field office.

(3) *For farm use.* If the equipment is to be used for farm purposes (including farm dwellings), and is construction of a type which is restricted under Limitation Order L-41, Form WPB-617 should be filed with the County Agricultural Conservation Committee. If not restricted under Limitation Order L-41, then Form WPB-1319 should be filed with the nearest War Production Board field office.

(4) *For utilities use.* If the equipment is to be used by a utility furnishing telephone, telegraph, electric, gas, water or central steam heating service for use by the public, Form WPB-2774 should be filed with the War Production Board, Washington 25, D. C. (For utility MRO and minor plant additions applicable utilities orders should be followed).

NOTE: Paragraphs (i) through (r) formerly (h) through (o) redesignated July 26, 1944.

(i) *Consumer's certificates.* No seller may deliver an item on List A to fill a consumer's unrated order unless he obtains a certificate in substantially the following form:

I need the item included in this purchase to replace equipment worn out, damaged beyond repair, or destroyed. I will not use it to replace useable equipment or to make a substitution which would provide more extensive facilities than are necessary to replace the parts which are worn out, damaged, or destroyed.

Address of installation----------

Consumer's signature----------

Address ----------

Any certification is a representation to the War Production Board as well as to the seller. No one may deliver relying on a certification being true if he knows or should know it is false, but anyone who reasonably relies on the truth of a certificate is not to be held responsible if it turns out to be false. No one shall make a false statement in a certification. Sellers shall retain certificates in their files for two years for inspection by WPB representatives.

(j) *Salvage.* No person may install equipment on List A for replacement unless he takes any replaced metal parts or equipment, not coated with a fused or nonmetallic surface, and arranges for its further use, or turns it in for salvage to any authorized scrap metal dealer within thirty days after the replacement. This requirement does not mean that the installer is entitled to take old equipment without the owner's consent or without crediting him with its value.

(k) *Records.* All persons affected by this order shall keep and preserve for not less than two years accurate and complete records concerning inventories and sales.

(l) *Audit and inspection.* All records required to be kept by this order shall, upon request, be submitted to audit and inspection by duly authorized representatives of the War Production Board.

(m) *Violations and false statements.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact, or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment or both. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(n) *Applicability of regulations.* All persons and transactions affected by this order are subject to all applicable provisions of the regulations of the War Production Board, as amended from time to time.

(o) *Applicability of other orders.* Insofar as any other orders heretofore or hereafter issued by the War Production Board limit the production, delivery or use of any plumbing, heating or cooking equipment to a greater extent than the restrictions imposed by this order, the restrictions of such other orders shall govern.

(p) *Appeals.* Any person affected by this order may appeal from its provisions by filing Form WPB 1477 (formerly PD-500) with a field office of the War Production Board.

[1] Other orders of the War Production Board and of the Petroleum Administration for War restrict deliveries of gas and fuel oil for newly installed equipment using those fuels. These orders should be consulted before any installation of equipment is made.

(q) *Communications.* All reports to be filed and other communications concerning this order, except appeals, shall be addressed to the War Production Board, Plumbing and Heating Division, Washington 25, D. C., Ref: L–79.

(r) *Definitions.* For the purposes of this order:

(1) "Seller" means any person who buys plumbing, heating, or cooking equipment for resale, whether or not he makes the installation. A manufacturer who sells directly to the consumer is to be considered a seller with respect to those sales.

(2) "Consumer" means any person who buys plumbing, heating, or cooking equipment for installation or use on premises owned or occupied by him.

Issued this 26th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

LIST A

The following items of plumbing and heating equipment, when new:

1. Furnaces, heating (as defined in Order L–22), and cast iron boilers, heating (as defined in Order L–187), but excluding furnace-burner and boiler-burner units in which the boiler or furnace is designed for use of oil or gas only as a fuel.

2. Water heaters (direct fired and indirect types as defined in Order L–185), but excluding industrial and direct hand fired (solid fuel) hot water heaters of the following types: Bucket-a-day stoves, dome-type water heaters, and service water tank heaters.

(3) [Deleted July 26, 1944.]

4. Cast iron radiators and cast iron convectors.

5. Steel low pressure heating boilers not designed to withstand a steam pressure of more than 15 pounds per square inch. All types exclusive of those for marine, shipboard, or locomotive use, and also excluding boiler burner units in which the boiler is designed for use of oil or gas only as a fuel.

6. Furnace fans 16" diameter and under, less electric motors.

7. Forced draft blowers for warm air, hot water and low pressure steam systems.

LIST B

1. Commercial cooking and food and plate warming equipment as defined in Limitation Order L–182, as amended: all not electric.
Bakers.
Broilers.
Fryers.
Food warmers.
Griddles: commercial cooking.
Grills.
Hot plates: commercial.
Ovens: bake, except industrial type.
Ranges.
Roasters: commercial.
Steamers: oven.
Toasters: commercial.
Urns.
Warmers: food-plate.

2. Commercial dishwashing machines: not domestic: as defined in Limitation Order L–248 as amended.

3. Class A stokers: grate area 36 sq. ft. or less, capacity in excess of 60 lbs. per hour, as defined in Limitation Order L–75 as amended.

4. Class B oil burners: not designed specifically for shipboard use or heat processing; as defined in Limitation Order L–74 as amended.

5. Extended surface heating equipment as defined in Limitation Order L–107, as amended.
Unit heaters: steam or hot water.
Unit ventilators, heating: steam or hot water.
Convectors.
Blast heating coils: steam or hot water.
Special heating coils: steam or hot water.
Heat transfer element: metal: fin tube: for transferring heat from steam or water to air.

6. Steel boilers of types listed in Order M–293, Table 14, excluding low pressure boilers on List A of this order.

INTERPRETATION 1

NOTE: Interpretation 1 is obsolete.

INTERPRETATION 2

Office of Price Administration requirements not affected. Question has been raised as to whether this order dispenses with the necessity of conforming to the requirements of O. P. A. Ration Order 9–A.

The words "without restriction" as used in L–79 refer only to restrictions placed by the War Production Board, and Order L–79 is not intended in any way to affect rationing or other requirements of the Office of Price Administration or any other agency. (Issued Feb. 29, 1944.)

INTERPRETATION 3

SUBSTITUTION REQUIRING CHANGE OF DISTRIBUTION SYSTEM PROHIBITED

The restrictions of paragraph (f) (3) of Limitation Order L–79 prohibit the substitution of one type of heating system for another (e. g. cast iron heating boiler for heating furnace) if it will require the change of a useable distribution system. (Issued Apr. 13, 1944.)

[F. R. Doc. 44–11149; Filed, July 26, 1944; 11:23 a. m.]

PART 3291—CONSUMERS DURABLE GOODS

[General Limitation Order L–6, as Amended July 26, 1944]

DOMESTIC LAUNDRY EQUIPMENT

§ 3291.25 *General Limitation Order L–6*—(a) *Definitions.* For the purposes of this order:

(1) "Domestic laundry equipment" means any of the following designed primarily for home use: (i) Washing machines, (ii) ironing machines, and (iii) warm air clothes driers, whether operated by gas, electricity or any other means.

(2) "Manufacturer" means any person engaged in the production or assembly of domestic laundry equipment or parts for domestic laundry equipment.

(3) "Special order" means any order for domestic laundry equipment stating on its face that the equipment is for shipboard use, or any order which is to be delivered to or for the account of the Army, Navy, United States Maritime Commission or War Shipping Administration. It also means any order for domestic laundry equipment to be delivered to or for the account of Army or Marine Corps Post Exchanges, Navy or Coast Guard Ships Service Departments and War Shipping Administration Training Organization Ships' Service activities, when the equipment purchased is not to be resold by those exchanges, departments or activities.

(b) *Restrictions on production and delivery of domestic laundry equipment.* (1) No manufacturer shall produce or assemble any domestic laundry equipment except as authorized by the War Production Board in response to an application by letter which should be filed in duplicate.

(2) The War Production Board will usually not approve production of any domestic laundry equipment except washing machines from fabricated parts in manufacturers' inventories prior to January 1, 1943, and will approve this production or assembly only in such quantities as shall be determined to fill special orders. Upon request, the War Production Board will inform any manufacturer of the production authorized.

(3) No manufacturer shall deliver any new domestic laundry equipment except as authorized by the War Production Board in writing to fill special orders. This restriction does not apply to ironing machines.

(c) *Restrictions on production of parts.* (1) No manufacturer shall make any part for domestic laundry equipment if he knows or has reason to believe that that part will be used for any other purpose than the repairing of used domestic laundry equipment.

(2) No manufacturer shall make any part for domestic laundry equipment if by making that part he would have more parts of that type in his inventory than twice the number he sold in the second preceding calendar quarter. However, a manufacturer making parts in order to bring his inventory of that type of part up to twice the number he sold in the second preceding calendar quarter need not make less than a minimum practical run of that part in order to comply with this paragraph (c) (2).

(3) It will be the general policy of the War Production Board to allocate controlled materials and give priorities assistance for the purchase of all other materials for the manufacture of parts for domestic laundry equipment under the Controlled Materials Plan, only to the extent that the manufacture of parts in any one plant or labor requirements therefor will not interfere with war production in that plant or any other plant located in the same area.

(d) [Deleted July 26, 1944.]

(e) *Reports.* Each manufacturer authorized to produce, assemble or deliver domestic laundry equipment must file with the War Production Board before the 15th day of each month, Form WPB–1600 (formerly PD–655) according to the instructions for filing that form.

(f) *Applicability of regulations and other orders.* The provisions of this order and all transactions affected thereby are subject to all applicable regulations of the War Production Board.

If any other order of the War Production Board limits the use of any material in the production of domestic laundry equipment to a greater extent than this order does, the other order shall govern unless it states otherwise.

(g) *Appeals.* Any appeal from the provisions of this order shall be filed on Form WPB–1477 (formerly PD–500) with the field office of the War Production Board for the district in which is located the plant or branch of the appellant to which the appeal relates.

(h) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(i) *Communications.* All reports to be filed and all other communications concerning this order, except appeals, should be addressed to the War Production Board, Consumers Durable Goods Division, Washington 25, D. C., Ref: L–6,

NOTE: The reporting requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 26th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–11150; Filed, July 26, 1944; 11:23 a. m.]

PART 3291—CONSUMERS DURABLE GOODS[1]

[General Limitation Order L–18–b, as Amended July 26, 1944]

DOMESTIC VACUUM CLEANERS

Section 3291.80[1] *General Limitation Order L–18–b* is hereby amended to read as follows:

§ 3291.80 *General Limitation Order L–18–b*—(a) *Definitions.* For the purpose of this order:

(1) "Domestic vacuum cleaner" means any vacuum cleaner designed primarily for household use.

(2) "New domestic vacuum cleaner" means any domestic vacuum cleaner which has never been used by an ultimate consumer. It includes a domestic vacuum cleaner which has been used only for demonstration purposes.

(3) "Attachment" means any special purpose device designed for use with a domestic vacuum cleaner.

(4) "Part" means any part manufactured for incorporation into a domestic vacuum cleaner or attachment.

(5) "Manufacturer" means any person who is or has been in the business of making domestic vacuum cleaners, attachments or parts since October 1, 1941. "Manufacturer" includes all subsidiaries, affiliates or other companies or enterprises under common ownership or control with the person who makes or has made domestic vacuum cleaners, attachments or parts.

(6) "Restricted private brand seller" means any person other than a manufacturer engaged in the business of selling new domestic vacuum cleaners under his own trade mark or brand name (including all subsidiaries, affiliates or other companies or enterprises under common ownership or control with him) who held for sale more than 500 new domestic vacuum cleaners on October 24, 1942, whether in his own or other person's warehouses or on consignment to wholesalers or dealers.

(b) *Prohibition on production.* No manufacturer shall make or assemble any new domestic vacuum cleaner or attachment. This does not prohibit the repair or rebuilding of used domestic vacuum cleaners or the manufacture of parts.

(c) *Restrictions on the production of parts.* (1) No manufacturer shall make or transfer any new domestic vacuum cleaner part if he knows or has reason to believe that that part will be used for any other purpose than the repairing of a used domestic vacuum cleaner.

(2) No manufacturer shall make any part if by making that part he would have more parts of that type in his inventory than twice the number he sold in the second preceding calendar quarter. However, a manufacturer making parts in order to bring his inventory of that type of part up to twice the number he sold in the second preceding calendar quarter, need not make less than a minimum practical run of that part in order to comply with this paragraph (c) (2).

(3) It will be the general policy of the War Production Board to allocate controlled materials and give priorities assistance for the purchase of all other materials for the manufacture of parts, under the Controlled Materials Plan, so that the manufacture of parts in any one plant or labor requirements therefor will not interfere with war production in that plant or any other plant located in the same area.

(d) *Restrictions on transfer of new domestic vacuum cleaners.* No manufacturer or restricted private brand seller shall transfer physical possession or title to any new domestic vacuum cleaner, except

(1) To or for the account of the Army or Navy of the United States.

(2) To any person outside of the United States its territories and possessions under export licenses issued by the Foreign Economic Administration.

(3) As authorized by the War Production Board on Form WPB–1319. Form WPB–1319 should be filed with the War Production Board, Washington 25, D. C., Ref: L–18–b.

(e) *Reports.* All manufacturers and restricted private brand sellers must file a report with the War Production Board, on or before the fifteenth day of July, October, January and April on Form WPB–1600 (formerly PD–655) showing all new domestic vacuum cleaners shipped or delivered in the preceding quarter.

(f) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of or from processing or using material under priority control and may be deprived of priorities assistance.

(g) *Appeals.* Any appeal from the provisions of this order shall be filed on Form WPB–1477 (formerly PD–500) with the field office of the War Production Board for the district in which is located the plant or branch of the appellant to which the appeal relates.

(h) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise directed, be addressed to the War Production Board, Consumers Durable Goods Division, Washington 25, D. C., Ref: L–18–b.

(i) *Applicability of other orders and regulations.* The provisions of this order and all transactions affected thereby are subject to all applicable regulations of the War Production Board. If any other order of the War Production Board limits the use of any material in the production of domestic vacuum cleaners, attachments or parts to a greater extent than this order does, the other order shall govern unless it states otherwise.

NOTE: The reporting requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 26th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–11151; Filed, July 26, 1944; 11:24 a. m.]

PART 3291—CONSUMERS DURABLE GOODS

[Limitation Order L–98, as Amended July 26, 1944]

DOMESTIC SEWING MACHINES

Section 3291.280 *Limitation Order L–98* is hereby amended to read as follows:

§ 3291.280 *Limitation Order L–98*—(a) *Definitions.* For the purposes of this order:

(1) "Domestic sewing machine" means any sewing machine designed for household use.

(2) "Attachment" means any special purpose detachable device which is designed for use with a domestic sewing machine but which is not essential to the most simplified operation of such machine.

(3) "Part" means any part manufactured for incorporation into an attachment or into a domestic sewing machine. It includes, for example, a needle, cabi-

[1] Formerly Part 1012, § 1012.3.

net, portable base, cover, table and stand. It does not include attachments, electric motors, or motor controllers.

(4) "Manufacturer" means any person in the business of making new domestic sewing machines, attachments or parts, and any person who was in that business in 1940.

(b) *Restrictions on production.* (1) No person shall manufacture or assemble any new domestic sewing machine or any new attachment.

(2) No manufacturer shall make or transfer any new domestic sewing machine part if he knows or has reason to believe that that part will be used for any other purpose than the repairing of a used domestic sewing machine.

(3) No manufacturer shall make any part if by making that part he would have more parts of that type in his inventory than twice the number he sold in the second preceding calendar quarter. However, a manufacturer making parts in order to bring his inventory of that type of part up to twice the number he sold in the second preceding calendar quarter, need not make less than a minimum practical run of that part in order to comply with this paragraph (b) (3).

(4) It will be the general policy of the War Production Board to allocate controlled materials and give priorities assistance for the purchase of all other materials for the manufacture of parts under the Controlled Materials Plan, only to the extent that the manufacture of parts in any one plant or labor requirements therefor will not interfere with war production in that plant or any other plant located in the same area.

(c) *Electrification prohibited but other renovations and repair allowed.* No person shall commercially convert a non-electric domestic sewing machine, whether new or used, so as to make it operate by electricity. Any other repair, rebuilding, renovation or reconditioning (including the final assembly of a new domestic sewing machine into a cabinet, portable base and cover, or table and stand) is allowed.

(d) *Restrictions on transfer of domestic sewing machines.* No manufacturer shall transfer physical possession of or title to any new domestic sewing machine, except

(1) Under written authorization from the War Production Board dated before July 26, 1944, or

(2) For delivery to or for the account of the Army, Navy, War Shipping Administration, or for Lend Lease and to export purposes.

(e) *Reports.* All manufacturers must file with the War Production Board, on or before the twentieth day of April, July, October and January, Form WPB–1600 (formerly PD–655) showing all new domestic sewing machines shipped or delivered in the preceding calendar quarter.

(f) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of or from processing or using material under priority control and may be deprived of priorities assistance.

(g) *Appeals.* Any appeal from the provisions of this order shall be filed on Form WPB–1477 (formerly PD–500) with the field office of the War Production Board for the district in which is located the plant or branch of the appellant to which the appeal relates.

(h) *Applicability of other orders and regulations.* The provisions of this order and all transactions affected thereby are subject to all applicable regulations of the War Production Board. If any other order of the War Production Board limits the use of any material in the production of domestic sewing machines, attachments or parts to a greater extent than this order does, the other order shall govern unless it states otherwise.

(i) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise directed, be addressed to the War Production Board, Consumers Durable Goods Division, Washington 25, D. C., Ref: L–98.

NOTE: The reporting requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 26th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–11153; Filed, July 26, 1944; 11:24 a. m.]

PART 3293—CHEMICALS

[General Allocation Order M–300, Schedule 27]

ALKYL AMINES

§ 3293.1027 *Schedule 27 to General Allocation Order M–300*—(a) *Definition.* "Alkyl amines" means monomethyl amine and dimethyl amine in any form and from whatever source derived.

(b) *General provisions.* Alkyl amines are subject to the provisions of General Allocation Order M–300 as Appendix B materials. The initial allocation date is October 1, 1944. The allocation period is the calendar quarter. The small order exemption without use certificate is 1000 pounds of monomethyl amine and 1000 pounds of dimethyl amine per person per quarter.

(c) *Suppliers' applications on WPB–2947.* Each supplier seeking authorization to use or deliver shall file application on Form WPB–2947 (formerly PD–602). The filing date is the 15th day of the month preceding the proposed allocation quarter. File separate sets of forms for each alkyl amine. Send three copies (one certified) to the War Production Board, Chemicals Bureau, Washington 25, D. C., Ref: M–300–27. The unit of measure is pounds, anhydrous basis. An aggregate quantity may be requested, without specifying customers' names, for delivery on uncertified exempt small orders. Fill in Table II.

(d) *Certified statements of use.* Each person ordering more than 1000 pounds of any alkyl amines, in the aggregate from all suppliers shall furnish each supplier with a certified statement of proposed use, in the form prescribed in Appendix D of General Allocation Order M–300. Proposed use shall be specified as follows:

Dyestuffs (specify)
Explosives (specify)
Photographic chemicals (specify)
Synthetic detergents (specify)
Bactericides (specify)
Rubber accelerators (specify)
Pharmaceuticals (specify)
Pesticides (specify)
Other product (specify)
Export (in original form)
Resale on further authorization (in original form)
Resale on exempt small orders (in original form)

(e) *Budget Bureau approval.* The above reporting requirements have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(f) *Communications to War Production Board.* Reports and communications concerning this schedule shall be addressed to: War Production Board, Chemicals Bureau, Washington 25, D. C., Ref: M–300–27.

Issued this 26th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–11154; Filed, July 26, 1944; 11:24 a. m.]

Chapter XI—Office of Price Administration

PART 1340—FUEL

[MPR 120,[1] Amdt. 110]

BITUMINOUS COAL DELIVERED FROM MINE OR PREPARATION PLANT

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation 120 is amended in the following respect:

Section 1340.228 is amended to read as follows:

§ 1340.228 *Appendix Q: Maximum prices for bituminous coal produced in District No. 17.* (a) The maximum prices set forth in paragraph (b) of this section are subject to the maximum price instructions provided in § 1340.210.

(b) The following maximum prices are established in cents per ton of 2,000 pounds f. o. b. transportation facilities at the mine or preparation plant from which delivery is made.

(1) *Maximum prices in cents per net ton for shipment to all destinations for all uses and by all methods of transportation, except as otherwise specifically provided in this appendix.* The last four columns of prices in this table are prices for the sizes specified when shipped for railroad locomotive fuel use; all other prices are for all uses, including all railroad fuel uses.

[1] 9 F.R. 5042, 5375, 5587, 5826, 5915, 6433, 6451, 7161, 7574, 7602.

*Copies may be obtained from the Office of Price Administration.

Sub-district numbers	Price and size group numbers																	Locomotive fuel use			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17–18	19	10	13	17–18	19
1	515	510	495	475	455	435	430	------	390	360	315	315	235	------	180	145	355	355	360	240	375	340
2	550	545	540	515	490	470	465	------	425	390	355	345	265	------	255	225	375	340	380	260	395	360
3	465	455	455	455	430	435	430	------	380	340	315	305	245	------	235	205	355	320	340	240	375	340
4	530	525	520	505	480	455	430	405	405	385	330	330	255	225	225	195	375	340	335	255	390	355
5	465	465	450	460	435	405	395	------	365	340	315	315	215	------	205	200	355	320	340	220	375	340
6	460	450	440	440	410	410	390	------	370	345	------	------	245	230	225	205	355	320	345	245	375	340
7	450	440	440	440	370	370	360	------	365	345	------	------	265	230	225	185	355	320	350	270	375	340
8	430	430	430	430	390	390	380	395	395	355	330	330	315	295	290	250	365	360	390	315	415	380
9	440	430	430	430	420	420	340	380	380	355	305	------	265	245	240	250	355	325	355	270	355	355
10	490	480	480	480	470	445	365	------	390	380	------	------	265	245	240	270	355	325	355	270	355	355
11	495	485	460	460	415	405	405	------	355	320	------	------	260	245	235	195	375	335	320	285	395	355
12	425	425	415	385	360	370	355	------	350	315	------	------	235	230	220	180	355	290	315	245	375	310
13	485	485	485	485	445	445	445	420	420	420	255	255	245	245	245	190	370	------	420	255	390	------
14	450	450	450	450	410	410	410	385	385	385	255	255	245	245	245	190	370	------	385	255	390	------
15	425	415	395	395	370	335	320	------	370	360	240	------	235	230	220	180	355	290	330	245	375	------
16	390	380	360	360	335	300	285	------	335	320	------	------	230	225	215	175	345	280	320	235	365	300
18	450	440	420	420	395	360	355	------	405	370	------	------	240	235	225	185	355	290	370	245	375	------
19 and 20	495	485	465	465	440	405	390	------	415	380	------	------	265	255	245	210	370	305	380	270	390	------
Exceptions:																						
Mine Index No. 17	525	520	505	485	465	445	440	400	400	370	325	325	265	210	210	175	380	365	370	265	380	365
Mine Index No. 62	560	555	550	535	510	475	460	------	435	375	350	340	275	------	245	215	395	360	375	290	415	380
Mine Index No. 74	500	500	500	440	415	380	375	------	425	380	------	------	290	255	245	205	375	325	390	290	375	325
Mine Index No. 82	475	475	460	470	445	415	405	------	375	350	325	325	225	------	215	210	365	330	350	230	385	350

The above prices may be increased by no more than 20 cents per net ton for coals produced at an underground truck mine without a rail siding or connection except where such mines are in Sub-District Nos. 2, 4, 8 and 11 and except Mine Index Nos. 17, 62, 74 and 82.

(2) *Maximum prices in cents per net ton for shipment by truck or wagon to all destinations for all uses.*

Sub-District Numbers	Price and size group numbers						
	1–4	5–7	8–10	11–12	13–15	16	17–18
1	560	485	435	355	265	155	410
2	560	485	435	360	265	235	410
3	505	470	420	355	265	215	410
4	530	485	415	340	260	205	385
5	505	470	385	330	240	210	385
6	520	470	420	330	265	215	410
7	500	445	400	330	295	195	410
8	485	445	410	330	310	245	420
9	485	445	420	320	295	250	410
10	495	440	420	320	295	265	410
11	525	495	395	320	275	205	395
12	470	445	420	320	280	190	395
13	485	445	420	255	245	190	370
14	450	410	385	255	245	190	370
15	535	495	470	355	305	190	405
16	485	445	435	355	305	185	395
17	435	395	370	320	255	190	345
18	545	510	495	320	255	195	395
19	475	440	435	320	240	210	370
20	425	395	395	320	240	210	370
21	510	470	420	320	190	155	470
Exceptions:							
Mine Index No. 25	540	460	395	------	265	------	385
Mine Index No. 33	550	525	500	385	335	275	425
Mine Index No. 62	560	515	415	350	260	------	405
Mine Index No. 68	565	520	435	355	265	------	410

(3) *Specific descriptions of size group numbers referred to in subparagraphs (1) and (2) of this paragraph (b).*

Size group No.: *Description*

1—— All single-screened lump coals bottom size larger than 6" but not exceeding 8". All double-screened coals top size larger than 8" but not exceeding 12" and bottom size larger than 1½" but not exceeding 3".

2—— All single-screened lump coals bottom size larger than 3" but not exceeding 6". All double-screened coals top size larger than 8" but not exceeding 12", and bottom size not exceeding 1½".

3—— All single-screened lump coals bottom size larger than 1½" but not exceeding 3".

4—— All double-screened coals top size larger than 6" but not exceeding 8" and bottom size larger than 1½" but not exceeding 3".

5—— All single-screened lump coals bottom size not exceeding 1½". All double-screened coal top size larger than 3" but not exceeding 6" and bottom size larger than 1½" but not exceeding 3".

6—— All double-screened coals top size larger than 6" but not exceeding 8" and bottom size not exceeding 1½".

7—— All double-screened coal top size larger than 3" but not exceeding 6" and bottom size not exceeding 1½".

8—— All double-screened coals top size larger than 1½" but not exceeding 3" and bottom size larger than 1½" but not exceeding 2¼".

9—— All double-screened coals top size larger than 1½" but not exceeding 3" and bottom size larger than 1" but not exceeding 1½".

Size group No.: *Description*

10—— All double-screened coals top size larger than 1¼" but not exceeding 1½" and bottom size larger than 3/8" but not exceeding 1".

11—— All double-screened coals top size not exceeding 1¼" and bottom size larger than 3/16" but not exceeding 3/8".

12—— All double-screened coals top size not exceeding 1¼" and bottom size not exceeding 3/16".

13—— Slack or screenings larger than 1" x 0 but not exceeding 1½" x 0.

14—— Slack or screenings larger than ¾" x 0 but not exceeding 1" x 0.

15—— Slack or screenings larger than ⅜" x 0 but not exceeding ¾" x 0.

16—— Slack or screenings top size not exceeding ⅜".

17—— Straight run of mine and modified run of mine larger than 12" x 0.

18—— Modified run of mine larger than 8" x 0 but not exceeding 12" x 0.

19—— Modified run of mine and screenings larger than 1½" x 0 but not exceeding 8" x 0.

(4) If no specific maximum price is listed for a particular size of coal, the maximum price for that size shall be determined as follows:

If the unpriced size is a lump size, the maximum price shall be the next lower maximum price listed for the next smaller lump size for the same mine.

If the unpriced size is a double screened size, the maximum price shall be the next lower maximum price listed for the next smaller bottom size for the same mine.

If the unpriced size is a resultant (slack or screening) size, the maximum price shall be the next lower maximum price for the next smaller resultant (slack or screening) size for the same mine.

If the unpriced coal is run of mine, or if the maximum price cannot be determined by this subparagraph (4), the maximum price will be set pursuant to the application which the producer must file under § 1340.210 (a) (6) of this regulation.

(5) All orders of adjustment and adjustments computed on OPA Form No.

653–638 under § 1340.207 (e), (added by Amendment No. 74 to this regulation) shall be void as of July 31, 1944.

This amendment shall be effective July 31, 1944.

Issued this 26th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–11158; Filed, July 26, 1944; 11:30 a. m.]

PART 1346—BUILDING MATERIALS

[RPS 45,[1] Amdt. 3]

ASPHALT OR TARRED ROOFING PRODUCTS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Revised Price Schedule No. 45 is amended in the following respects:

1. Division I of § 1346.64 is amended so that paragraph (a) shall read as follows:

(a) *Application.* The provisions of Division I of Appendix B apply to all sales of asphalt or tarred roofing products in which the point of destination is within the States of Oregon, Washington, California, Nevada, Arizona, or that part of Idaho north of and including Idaho County, and also the city of Boise, Idaho, and all points west to which the railroad carload freight rate on asphalt or tarred roofing products from Portland, Oregon, is the same as the rate to Boise, Idaho. The provisions of Division I also apply to sales in carload lots to distributors in the States of Utah and Idaho.

2. Division II of § 1346.64 is amended so that paragraph (a) thereof shall read as follows:

(a) *Application.* The provisions of Division II apply to all sales of asphalt or tarred roofing products, except sales in carload lots to distributors, in which the point of destination is within the States of Utah and Idaho (exclusive of Idaho County, Idaho, and that part of Idaho north thereof, and the City of Boise, Idaho, and all points west to which the railroad carload freight rate on asphalt or tarred roofing products from Portland, Oregon, is the same as the rate to Boise, Idaho.

This Amendment No. 3 shall become effective July 31, 1944.

Issued this 26th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–11160; Filed, July 26, 1944; 11:32 a. m.]

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 1369, 3853, 5590.

PART 1367—FERTILIZERS

[RMPR 108,[1] Revocation]

NITROGENOUS FERTILIZER MATERIALS

A statement of the considerations involved in the issuance of this revocation of RMPR 108 has been issued simultaneously herewith and filed with the Division of the Federal Register.*

RMPR 108, Nitrogenous Fertilizer Materials, is hereby revoked subject to the provisions of Supplementary Order 40.[2]

This order shall become effective August 1, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 26th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–11162; Filed, July 26, 1944; 11:32 a. m.]

PART 1367—FERTILIZERS

[2d Rev. MPR 135, as Amended]

RETAIL PRICES OF FERTILIZERS AND MATERIALS

Second Revised Maximum Price Regulation 135 is redesignated Second Revised Maximum Price Regulation 135, as amended, and is revised and amended to read as set forth herein. This revised regulation now covers not only mixed fertilizer, superphosphate and potash which were covered by Second Revised Maximum Price Regulation 135 but also supersedes Revised Maximum Price Regulation 108 (Nitrogenous Fertilizer Materials) which formerly covered sales of nitrogenous fertilizer material to consumers.

In the judgment of the Price Administrator, the maximum prices established by this revised regulation are and will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Orders 9250 and 9328. So far as practicable, the Price Administrator has advised and consulted with representative members of the industry affected by this regulation.

Such specifications and standards as are used in this regulation were, prior to such use, in general use in the fertilizer industry or have previously been promulgated and their use lawfully required by another government agency.

A statement of the considerations involved in the issuance of this Second Revised Maximum Price Regulation 135, as amended, has been issued simultaneously herewith and filed with the Division of the Federal Register.*

[1] 7 F.R. 2153, 5664, 8048; 8 F.R. 3053, 9515.

[2] 8 F.R. 4325.

SECOND REVISED MAXIMUM PRICE REGULATION 135, AS AMENDED—RETAIL PRICES OF FERTILIZERS AND MATERIALS

Sec.
1. Applicability.
2. Sales at other than maximum prices.
3. Evasion.
4. Records and reports.
5. Enforcement.
6. Licensing.
7. Protests and petitions for amendment.
8. Definitions.
9. Maximum prices of mixed fertilizer, superphosphate, potash and nitrogenous fertilizer materials (other than victory garden and specialty fertilizers) when sold to consumers.
10. Maximum prices of victory garden and specialty fertilizers when sold to consumers and dealers.

Appendix A—Mixed fertilizer, superphosphate, potash and nitrogenous fertilizer materials (other than victory garden and specialty fertilizers).
- Schedule A—For consumers located in Maine (Aroostook County and the sections of Penobscot and Washington Counties lying north and west of Millinocket and Danforth).
- Schedule B—For consumers located in New England (except the part of Maine in Schedule A).
- Schedule C—For consumers located in New York and New Jersey.
- Schedule D—For consumers located in Pennsylvania.
- Schedule E—For consumers located in Delaware, Maryland and the District of Columbia.
- Schedule F—For consumers located in West Virginia (counties north of and including Mason, Jackson, Roane, Clay, Webster, Randolph, Pendleton and the part of Nicholas County served by the Baltimore and Ohio Railroad).
- Schedule G—For consumers located in West Virginia (except counties in Schedule F), Virginia, North Carolina, South Carolina and Georgia.
- Schedule H—For consumers located in Florida (east of the Apalachicola River).
- Schedule I—For consumers located in Alabama and Florida (west of the Apalachicola River).
- Schedule J—For consumers located in Mississippi and Louisiana (east of the Mississippi River).
- Schedule K—For consumers located in Louisiana (west of the Mississippi River), Arkansas, Texas, New Mexico and Oklahoma (except counties of Cimarron, Texas, Beaver, Harper, Woods, Alfalfa, Grant, Kay, Osage, Washington, Nowata, Craig, Ottawa, and Delaware. Prices for these counties are in Schedule N with Kansas).
- Schedule L—For consumers located in Tennessee.
- Schedule M—For consumers located in Kentucky.
- Schedule N—For consumers located in Ohio, Indiana, Michigan, Illinois, Wisconsin, Iowa, Missouri, Minnesota, Nebraska, Kansas, North Dakota, South Dakota and Oklahoma (counties excepted in Schedule K).
- Schedule O—For consumers located in Wyoming, Colorado, Utah, Montana, Idaho and Nevada.
- Schedule P—For consumers located in Oregon and Washington.

Appendix A—Continued.
- Schedule Q—For consumers located in California.
- Schedule R—For consumers located in Arizona.

Appendix B—Victory garden and specialty fertilizers.

AUTHORITY: Secs. 1 to 10, inclusive (§ 1367.31), issued under 56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.

SECTION 1. *Applicability*—(a) *In general.* Except as provided in paragraph (b) of this section, with reference to emergency sales to the United States and its agencies and paragraph (c) of this section, with reference to export sales, this revised regulation shall apply to all sales to consumers and, in the case of victory garden and specialty fertilizers, to all sales to dealers, of domestic and imported mixed fertilizer, superphosphate, potash and nitrogenous fertilizer materials, when sold as an aid to the growth of crops or plants, whether sold for immediate or future delivery, within the District of Columbia and the 48 States of the United States.

(b) *Emergency purchases.* This regulation shall have no application to any purchase by the United States or any of its agencies under such circumstances of emergency as to make immediate delivery imperative, and as to render it impossible to secure or unfair to require immediate delivery at the maximum price which would otherwise be applicable, if such purchases and deliveries are made pursuant to the provisions of section 4.3 (f) of Revised Supplementary Regulation No. 1 to the General Maximum Price Regulation, as amended: *Provided, however,* That the Administrator may, by order, waive the reporting of any part of the information required by section 4.3 (f) in connection with a particular purchase or group of purchases upon determining that such information may not reasonably be required under all the circumstances, and he may, in lieu thereof, require the reporting of other information more suited to the circumstances.

(c) *Export sales.* This revised regulation shall have no application to export sales of mixed fertilizer, superphosphate, potash or nitrogenous fertilizer materials. The maximum prices for such sales shall be determined in accordance with the provisions of the Second Revised Maximum Export Price Regulation.

SEC. 2. *Sales at other than maximum prices*—(a) *Prohibition.* Regardless of any contract or obligation, no person shall sell or deliver to a consumer or dealer and no consumer or dealer, in the course of trade or business, shall buy or receive any of the products covered by this revised regulation at a price above the maximum price established by this revised regulation for such consumer or dealer, nor shall any person agree, solicit, offer, or attempt to do any of the foregoing. This prohibition, however, is subject to the exception for adjustable pricing contained in paragraph (b) of this section, the exception for emergency purchases by the United States and its agencies contained in paragraph (b) of section 1 and the exception for export sales contained in paragraph (c) of section 1.

(b) *Adjustable pricing.* Any person may agree to sell at a price which can be increased up to the maximum price in effect at the time of delivery, but no person may, unless authorized by the Office of Price Administration, deliver or agree to deliver at prices to be adjusted upward in accordance with action taken by the Office of Price Administration after delivery. Such authorization may be given when a request for a change in the applicable maximum price is pending, but only if the authorization is necessary to promote distribution or production and if it will not interfere with the purposes of the Emergency Price Control Act of 1942, as amended, and the Stabilization Act of 1942, as amended. The authorization may be given by an order of the Administrator or of any official of the Office of Price Administration having authority to act upon the pending request for a change in price or to give the authorization.

(c) *Lower prices.* Prices lower than the maximum prices established by this regulation may, of course, be charged or paid.

SEC. 3. *Evasion.* Any method whereby a seller obtains greater consideration than the maximum price, or whereby he gives less than the consideration due the buyer for the maximum price is an evasion of this regulation, and therefore prohibited; and any offer or agreement which accomplishes or attempts such a result is equally prohibited.

SEC. 4. *Records and reports.* (a) Every person making a sale of mixed fertilizer, superphosphate, potash or nitrogenous fertilizer material in quantities of 250 pounds or more, to a consumer, after August 1, 1944, shall keep for inspection by the Office of Price Administration for so long as the Emergency Price Control Act of 1942, as amended, is in effect, his customary complete and accurate records of each sale, showing the date thereof, the name and address of the buyer, of the person making the sale, and of the manufacturer of the mixed fertilizer, superphosphate, potash or nitrogenous fertilizer material; the quantity, grade and kind of the mixed fertilizer, superphosphate, or potash or nitrogenous fertilizer material sold; the bags or containers in which delivered; the price charged or received therefor; the terms of payment (time, cash, discounts, etc.); and the method and conditions of delivery.

(b) (1) Every manufacturer of mixed fertilizer, superphosphate, potash or nitrogenous fertilizer materials who is engaged in the business of selling the same to consumers and dealers, whether by or through any agent or other person may file with the appropriate regional office of the Office of Price Administration three copies of any written or printed price list, whether temporary or permanent, issued by him in connection with the sale thereof to consumers and dealers. Such price lists shall set forth clearly the grade and kind of mixed fertilizer, superphosphate, potash or nitrogenous material offered for sale and also the kind and amount of special ingredients, if any, contained therein and the size and kind of bags used.

(2) Upon request addressed to the District Offices of the Office of Price Administration, copies of this revised regulation will be furnished each manufacturer or dealer.

(3) Each dealer or agent shall post at his place of business a list of his consumers' maximum prices.

(4) Each manufacturer selling direct to consumers shall post at his office, plant and warehouse his consumer's price list in effect for the area served by each such office, plant or warehouse.

(c) Persons affected by this revised regulation shall submit such other information to the Office of Price Administration as it may, from time to time require, subject to the approval of the Bureau of the Budget, in accordance with the Federal Reports Act of 1942.

SEC. 5. *Enforcement.* Persons violating any provision of this revised regulation are subject to the license revocation or suspension provisions, civil enforcement actions, suits for treble damages and criminal penalties, provided in the Emergency Price Control Act of 1942, as amended.

SEC. 6. *Licensing.* The provisions of Licensing Order No. 1, licensing all persons who make sales under price control, are applicable to all sellers subject to this revised regulation. A seller's license may be suspended for violations of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

SEC. 7. *Protests and petitions for amendment.* Any person desiring to file a protest against or seeking an amendment of any provisions of this regulation may do so in accordance with Revised Procedural Regulation No. 1, issued by the Office of Price Administration.

SEC. 8. *Definitions.* When used in this regulation, the term:

(a) "Person" includes an individual, corporation, partnership, association, or other organized group of persons or legal successor or representative of any of the foregoing and includes the United States or any agency thereof or any other government or any of its political subdivisions or any agency of any of the foregoing.

(b) "Manufacturer" means a person who produces, mixes or processes, or who markets for his own account and under his own brand or trade name, mixed fertilizer, superphosphate, potash or nitrogenous material for use as an aid to the growth of crops or plants.

(c) "Dealer" means a person, other than a manufacturer, who purchases mixed fertilizer, superphosphate, potash or nitrogenous material and resells it to a consumer.

(d) "Consumer" means a person purchasing mixed fertilizer, superphosphate, potash or nitrogenous material for use in aiding the growth of crops or plants (and not for resale) including the Agricultural Adjustment Agency when purchasing superphosphate from non-producers.

(e) "Mixed fertilizer" means any substance containing any two or more, of potash, superphosphate and nitrogenous material, when marketed or sold as an aid to the growth of crops or plants.

(f) "Superphosphate" means any product which is obtained by mixing rock phosphate with either sulphuric acid or phosphoric acid or with both acids, when marketed or sold as an aid to the growth of crops or plants.

(g) "Potash" means muriate, chloride or sulphate of potash, manure salts and any other substance containing potassium oxide (K_2O), when marketed or sold as an aid to the growth of crops or plants.

(h) "Nitrogenous material" means any organic or inorganic substance containing nitrogen, when marketed or sold as an aid to the growth of crops or plants.

(i) "Natural organic nitrogen material" means a fertilizer material of vegetable or animal origin containing nitrogen, including, but not limited to, animal, fish and other tankages, castor pomace, tobacco stems, cotton seed meal, peanut meal, soybean meal, sewage sludge and cocoa shell meal.

(j) "Grade" means the minimum guarantee of the plant food content of mixed fertilizer, superphosphate, potash or nitrogenous material, expressed in terms of nitrogen, available phosphoric acid and water-soluble potash, e. g. 4–12–4, 0–14–7, 0–20–0, 0–0–50, 16–0–0.

(k) "Kind" as distinguished from the term "grade" refers only to mixed fertilizer and means the substances, and the proportions thereof, containing the guaranteed plant food content of mixed fertilizer—as for example, in the case of nitrogenous material, 80% water-soluble and 20% water-insoluble nitrogen; or in the case of potash, 75% sulphate of potash and 25% muriate of potash.

(l) "Price list" means any price statement, irrespective of form, issued or used by the seller, setting forth the prices, grades, kinds, terms of payment, types of containers or bags, method and conditions of delivery and any other provisions relating to sales of the commodities being priced.

(m) "Spring season" means the fertilizer selling season from December 1 of any calender year to and including June 30 of the next succeeding calendar year.

(n) "Fall season" means the fertilizer selling season from July 1 to November 30, inclusive, of any calendar year.

(o) "Victory garden fertilizer" means any grade of mixed fertilizer authorized by the War Food Administration for use on victory gardens.

(p) "Specialty fertilizer" means: (i) A grade and kind of mixed fertilizer (but not victory garden fertilizer) permitted by the War Food Administration to be manufactured and sold for unrestricted use or (ii) Packages of 100 pounds or less of superphosphate, potash or nitrogenous fertilizer material when sold for home and not for commercial agricultural use.

(q) "Premium brand" means a kind and grade of mixed fertilizer or superphosphate which during the period February 16–20, 1942, was listed by the manufacturer of the premium brand at an additional price above the price of a similar regular grade of mixed fertilizer or superphosphate manufactured and listed by him.

(r) "Transportation cost" means the cost of transportation actually incurred, except that for movement other than by for-hire carrier, the transportation cost shall be the reasonable value of the service, not exceeding any maximum price established therefor.

(s) "Carload lot" means a shipment of any quantity which moves as a rail carload under Office of Defense Transportation or tariff requirements.

(t) "Unit" means 1% of a ton, or 20 pounds.

(u) "Ton" means 2,000 pounds net weight.

SEC. 9. *Maximum prices of mixed fertilizers, superphosphate, potash and nitrogenous fertilizer material (other than victory garden and specialty fertilizers), when sold to consumers.* The maximum prices at which sales and deliveries of mixed fertilizers, superphosphate, potash and nitrogenous fertilizer material (other than victory garden and specialty fertilizers), may be made to consumers shall be the prices established under the provisions of Appendix A.

SEC. 10. *Maximum prices for victory garden and specialty fertilizers to dealers and consumers.* The maximum prices at which sales of victory garden and specialty fertilizers may be made to dealers and consumers shall be the prices established under the provisions of Appendix B.

APPENDIX A—MAXIMUM PRICES OF MIXED FERTILIZER, SUPERPHOSPHATE, POTASH AND NITROGENOUS FERTILIZER MATERIAL (OTHER THAN VICTORY GARDEN AND SPECIALTY FERTILIZERS)

General Provisions—(a) *Pricing other grades of mixed fertilizer, superphosphate, potash and nitrogenous materials.* The base price for grades of mixed fertilizer, superphosphate, potash and nitrogenous material not priced in the tables in Schedules A to R inclusive shall be determined by the Office of Price Administration. Anyone, requesting a base price for a grade, shall file with the Office of Price Administration in Washington, D. C., an application setting forth the analysis in percentages of nitrogen, available phosphoric acid and water-soluble potash. The Office of Price Administration will promptly establish a base price for such grade and inform the applicant of such price. This base price shall be subject to adjustment by the Office of Price Administration at any time.

(b) To the base prices for mixed fertilizer, superphosphate or potash set forth in the schedules of this appendix, or arrived at in the manner provided for in paragraph (a) above, the following additions may be and the following deductions must be made before making any appropriate additions or deductions for discounts, delivery differentials, etc.;

(1) *Premium brands.* There may be added differentials no greater in cents per ton than were in effect during the period February 16–20, 1942.

(2) *Special ingredients in other than premium brands.* An extra charge for specified quantities of the following ingredients may be added, (except in the case of schedules H, O, P, Q and R, which contain express provisions for such ingredients).

	Per unit
Sulphate of potash [1]	$0.40
Magnesium oxide from sulphate of potash-magnesia, sea water magnesium or similar source	1.00
Potash from cotton hulls or boll ashes [1]	.25
Nitrogen [1]	.30
	Per pound
Copper sulphate	$0.10
Manganese sulphate	.05
Borax	.05
Elemental sulphur	.035
Iron sulphate	.04
Zinc sulphate	.10
	Per hundred pounds
Ground tobacco stems: [4]	
In complete mixed fertilizer	$0.30
In phosphate-potash mixtures	.50
In superphosphate	1.00

[1] Except for Schedules G, I, J and L where it is $0.30 per unit.
[2] Applicable only to tobacco grades in Schedule B.
[3] Applicable only to tobacco grades in Schedules D, E and F.
[4] Applicable only in Schedules M and N.

(3) (i) *Bag differentials.* Except for nitrogenous materials, there may be added the following amounts per ton for textile bags:

	Schedules A, G, I, J, K and L	All other schedules
For 167- or 200-pound bags	$1.25	$1.35
For 125-pound bags	1.50	1.70
For 100-pound bags	1.80	2.00
For barrels	5.00	5.00

(ii) *Bulk deliveries.* There shall be deducted $1.50 per ton on deliveries in bulk.

(c) *Eastern superphosphate sold in the areas covered by Schedules O, P, Q, and R.* The provisions of Schedules O, P, Q, and R shall not be applicable to sales and deliveries of superphosphate or triple superphosphate in the states covered by those schedules when such superphosphate or triple superphosphate has been produced east of the 100th meridian. The maximum cash prices for such superphosphate and for triple superphosphate in those states shall be $37.50 per ton for 20% superphosphate and $58.00 per ton for 47% triple superphosphate for delivery in paper bags in carload lots f. o. b. buyer's nearest railway siding on direct shipments from production points or f. o. b. manufacturer's plant or warehouse in such states where buyer will not accept direct shipments. For increases or decreases in available phosphoric acid in such superphosphate or triple superphosphate, there may be added or deducted $1.00 per ton for each 1% of phosphoric acid over or under the 20% superphosphate or 47% triple superphosphate. On deliveries in bulk there shall be deducted from the prices as determined above $3.00 per ton. Every person selling this material to purchasers in these states shall certify on the invoice that the material was produced east of the 100th meridian.

SCHEDULE A—FOR CONSUMERS LOCATED IN MAINE

(Aroostook County and the sections of Penobscot and Washington Counties lying north and west of Millinocket and Danforth)

(a) Delivered-to-the-farm base prices for goods in 100-pound paper bags:

Grade:	Price per ton
10–10–10	$58.20
8–24–8	65.80
8–16–16	63.80
8–12–20	62.80
8–12–16	60.00
7–7–7	46.80
6–9–15	52.00
6–9–12	49.90
5–15–20	$59.00
5–10–10	47.20
5–10–5	43.80
5–8–7	43.20
5–7–10	44.40
4–16–0	43.80
4–12–16	51.20
4–12–8	45.60
4–12–4	42.80
0–20–20	54.00
0–14–14	42.80
0–10–20	43.20
0–20–0	35.00
0–19–0	34.00
0–18–0	33.00
0–0–60 Murate of potash	50.60
0–0–50 Murate of potash	45.20
0–0–52 Sulphate of potash	58.60
0–0–50 Sulphate of potash	56.90
0–0–48 Sulphate of potash	55.20
0–0–21.5 Sulphate of potash-magnesia	45.20
42–0–0 Urea compound [1]	79.80
32.5–0–0 Amonium nitrate [1]	65.60
20.6–0–0 Calcium cyanamide [1]	60.60
20.5–0–0 Ammonium nitrate-lime compound [1]	56.00
20.5–0–0 Sulphate of ammonia [1]	50.00
16–0–0 Nitrate of soda [1]	50.00
14–0–14 Nitrate of soda potash [1]	60.00

[1] On carload shipments, deduct $4.00 per ton.

(b) *Terms.* (1) The base prices, after making the appropriate additions or deductions provided for in the general provisions of this appendix, are consumers' time prices for payment October 1, after which date interest at the legal rate may be charged.

(2) On sales sight draft, SD/BL, c. o. d., cash in advance or cash within 10 days after shipment, a discount of 5% is to be made from the time prices.

(c) *Delivery.* (1) When delivery is taken at a railsiding or warehouse, deduct 75¢ per ton from the time or cash price.

(2) When delivery is taken at a factory, whether or not such factory is located in the area covered in Schedule A, the seller shall deduct from the time or cash price the lower of the following:

(i) 75¢ per ton plus the lowest carload rail freight rate per ton on the commodity from the factory to the consumer's railroad station, or

(ii) The following amounts per ton for the shortest highway mileage from the factory to consumer's nearest railroad station:

$0.75 for distances up to 5 miles.
$1.00 for distances over 5 up to 10 miles.
$1.20 for distances over 10 up to 15 miles.
$1.40 for distances over 15 up to 20 miles.
$1.60 for distances over 20 up to 25 miles.
$1.80 for distances over 25 up to 35 miles.
$2.00 for distances over 35 up to 50 miles.
$2.20 for distances over 50 up to 60 miles.
$2.40 for distances over 60 up to 70 miles.
$2.60 for distances over 70 up to 80 miles.
$2.80 for distances over 80 up to 100 miles.

For greater distances, deduct $2.80 plus 2¢ per ton for each mile over 100 miles.

(3) For less than carload shipments to consumer's nearest railroad station or less than 10-ton truckload deliveries to consumer's premises, an additional charge may be made equal to the transportation cost in excess of the carload or full truckload rate.

SCHEDULE B—FOR CONSUMERS LOCATED IN NEW ENGLAND

(Except the part of Maine in Schedule A.)

Column 1. Consumers in Maine (except Aroostook County and the sections of Penobscot and Washington Counties lying north and west of Millinocket and Danforth), Vermont (except Bennington and Windham Counties), New Hampshire (except Cheshire, Hillsboro, Rockingham, Sullivan, Merrimack, Strafford and Belknap Counties).

Column II. Consumers in Vermont (Bennington and Windham Counties), New Hampshire (counties excepted above), Massachusetts, Connecticut, Rhode Island.

(a) Delivered-to-the-farm base prices for goods in 100-pound paper bags:

Grade	Price per ton I	Price per ton II
10–10–10	$63.50	$61.00
8–24–8	71.50	69.00
8–16–16	69.10	66.60
8–12–20	67.70	65.20
8–12–16	65.10	62.60
7–14–14	64.10	61.60
7–7–7	51.20	48.70
6–18–18	68.50	66.00
6–9–15	57.50	
5–15–20	64.50	62.00
5–10–10	50.90	48.40
5–10–5	47.70	45.20
5–8–7	47.40	44.90
5–7–10	48.60	
4–16–0	46.90	44.40
4–12–16	54.10	51.60
4–12–12	51.50	49.00
4–12–8	48.90	46.40
4–12–4	46.30	43.80
0–20–20	59.10	56.60
0–14–14	48.00	45.50
0–10–20	47.90	45.40
0–20–0	33.10	30.60
0–19–0	31.80	29.30
0–18–0	30.50	28.00
0–0–60 muriate of potash	56.20	53.70
0–0–50 muriate of potash	50.80	48.30
0–0–52 sulphate of potash	63.60	61.10
0–0–50 sulphate of potash	61.90	59.40
0–0–48 sulphate of potash	60.20	57.70
0–0–21.5 sulphate of potash-magnesia	50.80	48.30
42–0–0 urea compound [1]	84.00	81.50
32.5–0–0 ammonium nitrate [1]	69.50	67.00
20.6–0–0 calcium cyanamide [1]	62.50	60.00
20.5–0–0 ammonium nitrate-lime compound [1]	58.50	56.00
20.5–0–0 sulphate of ammonia [1]	52.50	50.00
16–0–0 nitrate of soda [1]	52.50	50.00
14–0–14 nitrate of soda-potash [1]	62.50	60.00
7–0–0 castor pomace [1 2]		36.00
TOBACCO GRADES ONLY		
6–3–6		$70.00
5–5–15		69.00
5–3–5		63.40
4–10–0		59.80

[1] On carload shipments, deduct $4.00 per ton.
[2] Basis 7 units of ammonia and in original bags. Add or deduct at the rate of $3.20 per unit of ammonia varying from seven.

(b) *Quantity discount.* Except on tobacco goods and nitrogenous materials, there shall be deducted from the base price above, after making the appropriate additions or deductions provided for in the general provisions of this appendix, the following discounts:

5% but not over $2.25 per ton for 10 to 49 tons.

7% but not over $3.15 per ton for 50 to 99 tons.

10% but not over $4.50 per ton for 100 tons or more.

(c) *Terms.* (1) The base prices, after making the appropriate additions or deductions provided for in the general provisions of this appendix and less the applicable quantity discount, are the consumer's time prices for payment on October 1, after which date interest at the legal rate may be charged.

(2) On sales sight draft, SD/BL, c. o. d., cash in advance or cash within 7 days of date of shipment, a discount of 10% is to be made from the time prices.

(d) *Delivery.* (1) When delivery is taken at a railsiding or warehouse, deduct $1.00 per ton from the time or cash prices.

(2) When delivery is taken at a factory, whether or not such factory is located in the area covered in Schedule B, deduct from the time or cash prices for the shortest highway mileage from factory to consumer's nearest railroad station 50¢ per ton for distances up to 5 miles plus 2½¢ per ton for each additional mile, but not to exceed $5.00 per ton total.

(3) For less than carload shipments to consumer's nearest railroad station or less than 10-ton truckload deliveries to consumer's premises, an additional charge may be made equal to the transportation cost in excess of the carload or full truckload rate.

SCHEDULE C—FOR CONSUMERS LOCATED IN NEW YORK AND NEW JERSEY

Column 1. Consumers in New Jersey and New York (Long Island; Richmond, New York and Rockland Counties)

Column II. Consumers in New York (Orange and Ulster Counties)

Column III. Consumers in New York (all remaining counties except St. Lawrence, Franklin, Clinton and Essex)

Column IV. Consumers in New York (St. Lawrence, Franklin, Clinton, and Essex Counties)

(a) Delivered-to-the-farm base prices for goods in 100-pound paper bags:

Grade	Price per ton I	II	III	IV
10–6–4	$44.40			
7–7–7	42.40	$43.50	$45.00	$46.00
5–10–10	42.20	43.30	44.80	45.80
5–10–5	38.40	39.50	41.00	42.00
4–16–0	37.10	38.20	39.70	40.70
4–12–8	39.90	41.00	42.50	43.50
4–12–4	36.90	38.00	39.50	40.50
4–8–12	39.70	40.80	42.30	43.30
3–12–6	36.00	37.10	38.60	39.60
3–9–15	40.40	41.50	43.00	44.00
3–9–12	38.10	39.20	40.70	41.70
0–20–20	51.60	52.70	54.20	55.20
0–16–8	38.60			
0–14–14	36.40	37.50	39.00	40.00
0–14–7	31.20			
0–12–12	33.30	34.40	35.90	36.90
0–10–20	37.70	38.80	40.30	41.30
0–20–0	26.50	27.60	28.40	28.40
0–19–0	25.30	26.40	27.20	28.20
0–18–0	24.00	25.10	25.90	26.90
0–0–60 muriate of potash	52.70	53.80	55.30	56.30
0–0–50 muriate of potash	47.10	48.20	49.70	50.70
0–0–52 sulphate of potash	60.50	61.60	63.10	64.10
0–0–50 sulphate of potash	58.80	59.90	61.40	62.40
0–0–48 sulphate of potash	57.10	58.20	59.70	60.70
0–0–21.5 sulphate of potash-magnesia	47.10	48.20	49.70	50.70
42–0–0 urea compound [1]	81.40	82.50	84.00	85.00
32.5–0–0 ammonium nitrate [1]	67.00	68.10	69.60	70.60
20.6–0–0 calcium cyanamide [1]	60.00	61.10	62.60	63.60
20.5–0–0 ammonium nitrate-lime compound [1]	54.00	55.10	56.60	57.60
20.5–0–0 sulphate of ammonia [1]	48.40	49.50	51.00	52.00
16–0–0 nitrate of soda [1]	48.40	49.50	51.00	52.00
14–0–14 nitrate of soda-potash [1]	57.40	58.50	60.00	61.00
7–0–0 castor pomace [1 2]	32.60			

[1] On carload shipments, deduct $4.00 per ton.
[2] Basis 7 units of ammonia and in original bags. Add or deduct at the rate of $2.20 per unit of ammonia varying from seven.

(b) *Terms.* (1) The base prices, after making the appropriate additions or deductions provided for in the general provisions of this appendix are the consumer's time prices for payment on October 1 on spring shipments and on December 1 on fall shipments, after which dates interest at the legal rate may be charged.

(2) On sales sight draft, SD/BL, c. o. d., cash in advance or cash within 7 days of date of shipment, a discount of 10% is to be made from the time prices.

(c) *Delivery.* (1) When delivery is taken at a rail siding, warehouse or boatlanding, deduct 75¢ per ton from the time or cash prices in New Jersey and Long Island and Richmond, New York and Rockland Counties, New York and $1.00 per ton for all other counties in New York.

(2) When delivery is taken at a factory, whether or not such factory is located in the area covered in Schedule C, deduct the amounts per ton set forth below from the time or cash prices for the shortest highway mileage from factory to consumer's nearest railroad station. For consumers located in:

(i) *New Jersey and Richmond, New York and Rockland Counties in New York.* 75¢ per ton for distances up to 5 miles plus 2½¢

per ton for each additional mile but not to exceed $3.50 per ton, including ferry tolls.

(ii) *Long Island.* 75¢ per ton for distances up to 5 miles plus 3¢ per ton for each additional mile but not to exceed the lowest carload rail freight rate per ton on the commodity from factory to consumer's nearest railroad station.

(iii) *Remainder of New York State.* $1.00 per ton for distances up to 5 miles plus 2½¢ per ton for each additional mile but not to exceed the lowest carload rail freight rate per ton on the commodity from factory to consumer's nearest railroad station.

(3) For less than carload shipments to consumer's nearest railroad station or less than 10-ton truckload deliveries to consumer's premises, an additional charge may be made equal to the transportation cost in excess of the carload or full truckload rate.

SCHEDULE D—FOR CONSUMERS LOCATED IN PENNSYLVANIA

Column I. Consumers in Carbon, Cumberland, Dauphin, Fulton, Franklin, Monroe, Schuylkill Counties and all counties east and south thereof.

Column II. Consumers in Bedford, Blair, Cambria, Centre, Clinton, Columbia, Huntingdon, Juniata, Luzerne, Lycoming, Mifflin, Montour, Northumberland, Perry, Snyder, Somerset and Union Counties.

Column III. Consumers in Tioga, Bradford, Susquehanna, Sullivan, Wyoming, Wayne, Pike and Lackawanna Counties.

Column IV. Consumers in Potter, Cameron, Clearfield, Indiana, Westmoreland, Fayette Counties and all counties west thereof.

(a) Delivered-to-the-farm base prices for goods in 100-pound paper bags:

Grade	Price per ton			
	I	II	III	IV
10–10–10	$55.10	$56.40	$56.90	$57.50
10–6–4	44.90	46.20	46.70	47.30
8–24–8	62.60	63.90	64.40	65.00
8–16–16	60.40	61.70	62.20	62.80
7–7–7	42.80	44.10	44.60	45.20
6–18–18	59.00	60.20	60.80	61.40
5–20–10	54.40	55.70	56.20	56.80
5–15–20	55.70	57.00	57.50	58.10
5–10–10	42.70	44.00	44.50	45.10
5–10–5	38.00	40.20	40.70	41.30
4–16–0	37.50	38.80	39.30	39.90
4–12–20	50.10	51.40	51.90	52.50
4–12–12	43.40	44.70	45.20	45.80
4–12–8	40.40	41.70	42.20	42.80
4–12–4	37.40	38.70	39.20	39.80
4–8–12	40.20	41.50	42.00	42.60
3–12–6	36.50	37.80	38.30	38.90
3–9–15	40.80	42.10	42.60	43.20
3–9–12	38.60	39.90	40.40	41.00
0–24–12	52.00	53.30	53.80	54.40
0–20–20	52.00	53.30	53.80	54.40
0–16–8	34.00	35.30	35.80	36.40
0–14–14	36.90	38.20	38.70	39.30
0–14–7	31.60	32.90	33.40	34.00
0–12–12	33.80	35.10	35.60	36.20
0–20–0	26.70	28.00	28.50	29.10
0–19–0	25.50	26.80	27.30	27.90
0–18–0	24.40	25.70	26.20	26.80
0–0–60 muriate of potash	53.00	54.30	54.80	55.40
0–0–50 muriate of potash	47.60	48.90	49.40	50.00
0–0–52 sulphate of potash	61.00	62.30	62.80	63.40
0–0–50 sulphate of potash	59.30	60.60	61.10	61.70
0–0–48 sulphate of potash	57.60	58.90	59.40	60.00
0–0–21.5 sulphate of potash-magnesia	47.60	48.90	49.40	50.00
42–0–0 urea compound [1]	81.40	82.70	83.20	83.80
32.5–0–0 ammonium nitrate [1]	67.00	68.30	68.80	69.40
20.6–0–0 calcium cyanamide [1]	60.00	61.30	61.80	62.40
20.5–0–0 ammonium nitrate-lime compound [1]	54.00	55.30	55.80	56.40
20.5–0–0 sulphate of ammonia [1]	48.40	49.70	50.20	50.80
16–0–0 nitrate of soda [1]	48.40	49.70	50.20	50.80
14–0–14 nitrate of soda-potash [1]	57.40	58.70	59.20	59.80

[1] On carload shipments, deduct $4.00 per ton.

(b) *Terms.* (1) The base prices, after making the appropriate additions or deductions provided for in the general provisions of this appendix, are consumer's time prices for payment on October 1 on spring shipments and on December 1 on fall shipments, after which dates interest at the legal rate may be charged.

(2) On sales sight draft, SD/BL, c. o. d., cash in advance or cash within 7 days of date of shipment, a discount of 10% is to be made from the time prices.

(c) *Delivery.* (1) When delivery is taken at a rail siding, warehouse or boatlanding, deduct 75¢ per ton from the time or cash prices in all counties except Erie, Crawford, Warren, McKean, Potter, Tioga, Bradford, Susquehanna, Sullivan, Wyoming, Wayne, Pike and Lackawanna Counties, in which $1.00 per ton shall be deducted.

(2) When delivery is taken at a factory, whether or not such factory is located in the area covered in Schedule D, deduct the amounts per ton set forth below from the time or cash prices for the shortest highway mileage from factory to consumer's nearest railroad station. For consumers located in:

(i) Areas covered in Columns I, II and IV, 75¢ per ton for distances up to 5 miles plus 2½¢ per ton for each additional mile for the next 100 miles, plus 1¢ per ton per mile for the next 175 miles.

(ii) Area covered in Column III, $1.00 per ton for distances up to 5 miles plus 2½¢ per ton for each additional mile for the next 100 miles, but not to exceed the lowest carload rail freight rate per ton on the commodity from factory to consumer's nearest railroad station.

(3) For less than carload shipments to consumer's nearest railroad station or less than 10-ton truckload deliveries to consumer's premises, an additional charge may be made equal to the transportation cost in excess of the carload or full truckload rate.

SCHEDULE E—FOR CONSUMERS LOCATED IN DELAWARE, MARYLAND AND THE DISTRICT OF COLUMBIA

Column I. Consumers in Delaware and Maryland (counties of Cecil, Kent, Queen Annes, Caroline, Talbot, Dorchester, Wicomico, Somerset and Worcester)

Column II. Consumers in District of Columbia and Maryland (counties of Anne Arundel, Baltimore, Calvert, Carroll, Charles, Frederick, Harford, Howard, Montgomery, Prince Georges, St. Marys and Washington)

Column III. Consumers in Maryland (counties of Garrett and Allegany)

(a) Delivered-to-the-farm base prices for goods in 100-pound paper bags.

Grade	Price per ton		
	I	II	III
10–10–10	$54.40	$54.80	$56.10
10–6–4	43.20	43.60	44.90
10–0–10	42.90	43.30	44.60
8–24–8	60.90	61.30	62.60
8–16–16	58.80	59.20	60.50
7–7–7	41.10	41.50	42.80
6–8–6	38.80	39.20	40.50
5–20–10	54.40	54.80	56.10
5–15–20	54.70	55.10	56.40
5–10–10	41.00	41.40	42.70
5–10–5	37.20	37.60	38.90
4–16–0	35.90	36.30	37.60
4–12–8	38.70	39.10	40.40
4–12–4	35.70	36.10	37.40
4–8–12	38.50	38.90	40.20
3–9–15	34.80	35.20	36.50
3–9–12	39.10	39.50	40.80
3–9–12	36.90	37.30	38.60
2–12–12	36.90	37.30	38.60
0–24–12	52.00	52.40	53.70
0–20–20	52.00	52.40	53.70
0–14–7	29.90	30.30	31.60
0–12–12	32.10	32.50	33.80
0–10–20	36.50	36.90	38.20
0–20–0	25.90	25.70	27.00
0–19–0	24.30	24.70	26.00
0–18–0	23.30	23.70	25.00
0–0–60 muriate of potash	51.10	51.50	52.80
0–0–50 muriate of potash	45.70	46.10	47.40
0–0–52 sulphate of potash	59.10	59.50	60.80
0–0–50 sulphate of potash	57.40	57.80	59.10
0–0–48 sulphate of potash	55.70	56.10	57.40
0–0–21.5 sulphate of potash-magnesia	45.70	46.10	47.40
42–0–0 urea compound [1]	79.70	80.10	81.40
32.5–0–0 ammonium nitrate [1]	65.30	65.70	67.00
20.6–0–0 calcium cyanamide [1]	58.30	58.70	60.00

See footnotes at end of table.

SCHEDULE E—continued

Grade	Price per ton		
	I	II	III
20.5–0–0 ammonium nitrate-lime compound [1]	$52.30	$52.70	$54.00
20.5–0–0 sulphate of ammonia [1]	46.70	47.10	48.40
16–0–0 nitrate of soda [1]	46.70	47.10	48.40
14–0–14 nitrate of soda-potash [1]	55.70	56.10	57.40

[1] On carload shipments, deduct $4.00 per ton.

(b) *Terms.* (1) The base prices, after making the appropriate additions or deductions provided for in the general provisions of this appendix, are consumers' time prices for payment on October 1 on spring shipments and on December 1 on fall shipments, after which dates interest at the legal rate may be charged.

(2) On sales sight draft, SD/BL, c. o. d., cash in advance or cash within 7 days of date of shipment, a discount of 10% is to be made from the time prices.

(c) *Delivery.* (1) When delivery is taken at a railsiding, boatlanding or warehouse, deduct 75¢ per ton from the time or cash prices.

(2) When delivery is taken at a factory, whether or not such factory is located in the area covered in Schedule E, deduct the amounts per ton set forth below from the time or cash prices for the shortest highway mileage from factory to consumer's nearest railroad station. For consumers located in the area covered by:

(i) Column I:

75¢ per ton for distances up to 5 miles, plus

2½¢ per ton for each additional mile for the next 70 miles.

(ii) Column II:

75¢ per ton for distances up to 5 miles, plus

2½¢ per ton for each additional mile for the next 100 miles.

(iii) Column III:

75¢ per ton for distances up to 5 miles, plus

2½¢ per ton for each additional mile for the next 100 miles, plus

1¢ per ton for each additional mile for the next 175 miles.

(3) For less than carload shipments to consumer's nearest railroad station or less than 10-ton truckload deliveries to consumer's premises, an additional charge may be made equal to the transportation cost in excess of the carload or full truckload rate.

SCHEDULE F—FOR CONSUMERS LOCATED IN WEST VIRGINIA

(Counties north of and including Mason, Jackson, Roane, Clay, Webster, Randolph, Pendleton and the part of Nicholas County served by the B. & O. Railroad).

Column I. Consumers in Morgan, Hampshire, Hardy, Grant and Pendleton Counties.

Column II. Consumers in Mineral, Preston and Tucker Counties.

Column III. Consumers in Barbour, Braxton, Doddridge, Gilmer, Harrison, Lewis, Marion, Monongahela, Pleasants, Randolph, Ritchie, Taylor, Tyler, Upshur, Webster and Wetzel Counties and the part of Nicholas County served by the B. & O. Railroad.

Column IV. Consumers in Hancock, Brooke, Ohio and Marshall Counties.

Column V. Consumers in Calhoun, Jackson, Mason, Roane, Wirt and Wood Counties.

(a) Delivered-to-the-farm base prices for goods in 100-pound paper bags:

Grade	Price per ton				
	I	II	III	IV	V
10–6–4	$43.60	$44.90	$46.20	$46.80	$47.50
7–7–7	41.50	42.80	44.10	44.70	45.40
5–10–10	41.40	42.70	44.00	44.60	45.30
5–10–5	37.60	38.90	40.20	40.80	41.50
4–16–0	36.30	37.60	38.90	39.50	40.20
4–12–8	39.10	40.40	41.70	42.30	43.00
4–12–4	36.10	37.40	38.70	39.30	40.00
3–12–6	35.20	36.50	37.80	38.40	39.10
3–12–6	30.30	31.60	32.90	33.50	34.20
0–14–7	32.50	33.80	35.10	35.70	36.40
0–12–12	25.70	27.00	28.30	28.90	29.60
0–20–0	24.70	26.00	27.30	27.90	28.60
0–19–0	23.70	25.00	26.30	26.90	27.60
0–18–0	51.50	52.80	54.10	54.70	55.40
0–0–60 muriate of potash	46.10	47.40	48.70	49.30	50.00
0–0–50 muriate of potash	59.50	60.80	62.10	62.70	63.40
0–0–52 sulphate of potash	57.80	59.10	60.40	61.00	61.70
0–0–50 sulphate of potash	56.10	57.40	58.70	59.30	60.00
0–0–48 sulphate of potash	46.10	47.40	48.70	49.30	50.00
0–0–21.5 sulphate of potash-magnesia	80.10	81.40	82.70	83.30	84.00
42–0–0 urea compound [1]	65.70	67.00	68.30	68.90	69.60
32.5–0–0 ammonium nitrate [1]	58.70	60.00	61.30	61.90	62.60
20.6–0–0 calcium cyanamide [1]	52.70	54.00	55.30	55.90	56.60
20.5–0–0 ammonium nitrate-lime compound [1]	47.10	48.40	49.70	50.30	51.00
20.5–0–0 sulphate of ammonia [1]	47.10	48.40	49.70	50.30	51.00
16–0–0 nitrate of soda [1]	47.10	48.40	49.70	50.30	51.00
14–0–14 nitrate of soda-potash [1]	56.10	57.40	58.70	59.30	60.00

[1] On carload shipments, deduct $4.00 per ton.

(b) *Terms.* (1) The base prices, after making the appropriate additions or deductions provided for in the general provisions of this appendix, are consumers' time prices for payment on October 1 on spring shipments and on December 1 on fall shipments, after which dates interest at the legal rate may be charged.

(2) On sales sight draft, SD/BL, c. o. d., cash in advance or cash within 7 days of date of shipment, a discount of 10% is to be made from the time prices.

(c) *Delivery.* (1) When delivery is taken at a rail siding or warehouse, deduct 75¢ per ton from the time or cash prices.

(2) When delivery is taken at a factory, whether or not such factory is located in the area covered in Schedule I, deduct the following amounts from the cash or time price for the shortest highway mileage from factory to consumer's nearest railroad station:

75¢ per ton for distances up to 5 miles plus 2½¢ per ton for each additional mile for the next 100 miles plus 1¢ per ton for each additional mile for the next 175 miles.

(3) For less than carload shipments to consumer's nearest railroad station or less than 10-ton truckload deliveries to consumer's premises, an additional charge may be made equal to the transportation cost in excess of the carload or full truckload rate.

SCHEDULE G—FOR CONSUMERS LOCATED IN WEST VIRGINIA (EXCEPT COUNTIES IN SCHEDULE F), VIRGINIA, NORTH CAROLINA, SOUTH CAROLINA AND GEORGIA

Column I. Consumers in Virginia (Carroll, Floyd, Montgomery, Craig, Alleghany Counties and counties west thereof), West Virginia (Pocahontas, Greenbrier, Nicholas—that part served by the C. & O. Railroad, Clay, Kanawha, Putnam, Cabell Counties and counties south thereof).

Column II. Consumers in Virginia (counties not included in Column I) West Virginia (Jefferson and Berkeley Counties).

Column III. Consumers in North Carolina.

Column IV. Consumers in South Carolina and Georgia.

I. *Mixed fertilizer, superphosphate and potash.* (a) Base prices for goods in 100-pound paper bags:

Grade	Price per ton			
	I	II	III	IV
10–6–4	$42.90	$40.90	----	
10–0–10	42.90	40.90	40.60	$40.40
7–7–7	41.30	39.30	----	38.80
6–9–3	----	----	----	35.00
6–8–8	----	----	----	37.80
6–8–6	38.90	36.90	36.60	36.40
5–10–10	40.70	----	----	38.20
5–10–5	37.20	35.20	34.90	34.70
5–7–5	----	----	32.80	----
4–16–0	35.50	33.50	33.20	33.00
4–12–12	----	----	----	38.60
4–12–8	38.30	36.30	----	----
4–12–4	35.50	33.50	33.20	33.00
4–10–6	35.50	33.50	33.20	33.00
4–8–8	----	----	33.20	33.00
4–8–6	----	----	----	31.60
3–12–6	34.50	32.50	32.20	32.00
3–9–12	36.60	34.60	34.30	34.10
3–9–9	34.50	32.50	32.20	32.00
3–9–6	----	----	----	29.90
2–12–12	36.30	34.30	34.00	----
2–12–6	----	----	----	29.60
0–14–10	----	----	----	29.00
0–14–7	29.40	27.40	27.10	26.90
0–12–12	31.50	29.50	----	29.00
0–12–12 (300 pounds basic)	----	----	29.80	----
0–9–16 (500 pounds basic)	----	----	30.20	----
0–20–0	25.30	23.30	22.70	22.30
0–19–0	24.50	22.50	21.90	21.50
0–18–0	23.60	21.60	21.00	20.60
0–0–60 muriate of potash	51.60	49.60	49.60	49.60
0–0–50 muriate of potash	46.20	44.20	44.20	44.20
0–0–30 manure salts	33.80	31.80	31.80	31.80
0–0–25 manure salts	32.60	30.60	30.60	30.60
0–0–52 sulphate of potash	59.40	57.40	57.40	57.40
0–0–50 sulphate of potash	57.80	55.80	55.80	55.80
0–0–48 sulphate of potash	56.20	54.20	54.20	54.20
0–0–21.5 sulphate of potash-magnesium	46.20	44.20	44.20	44.20
Unburned lime, 6 percent potash [1]	----	18.50	18.50	----
Burned lime, 6 percent potash [1]	----	20.50	20.50	----
Burned lime, 6 percent potash, 4 percent water-soluble magnesium [1]	----	22.65	22.65	----

TOBACCO GRADES ONLY

5–5–20 [2]	$54.30	$52.30	$52.00	----
4–9–3 [2]	36.90	34.90	34.60	$34.40
4–4–8	----	----	----	35.20
3–9–6	36.10	34.10	33.80	33.60
3–8–5	34.40	32.40	32.10	----
2–10–6	33.60	31.60	31.30	----

[1] Based on Norfolk, Va., only.
[2] All potash from sulphate.

Special ingredients. In addition to the adjustments provided for in the general provisions of this appendix, the base prices may be adjusted as follows for special ingredients:

In other than premium brands and tobacco grades. Add 15¢ per unit of nitrogen for each 5% of water-insoluble nitrogen guaranteed in excess of 10%.

In tobacco grades (other than premium brands):

(1) Add or deduct 15¢ per unit of nitrogen for each 5% of water-insoluble nitrogen in excess of or less than 25%.

(2) Add $1.25 per ton for each hundred pounds of oilseed meal, other than castor, guaranteed therein.

(3) Sulphate of potash differentials in the general provisions of Appendix A do not apply to tobacco grades in Schedule G. Instead, deduct 30¢ for each 1% of chlorine in excess of 2% and, except for grades 5–5–20 and 4–9–3, add 60¢ per ton if all potash is derived from sulphate of potash.

(b) *Delivery differentials.* Nearest port, in the area covered by Column I, means Baltimore or Norfolk, the one from which the lowest carload rail freight rate on the commodity, when added to the f. o. b. port price, will give the lowest delivered price at the point of delivery.

Nearest port, in areas covered by Columns II, III and IV means Baltimore, Norfolk, Wilmington, Charleston, Savannah, or Jacksonville, the one from which the trucking rate as determined in (1) (ii) below, when added to the f. o. b. port price will give the lowest delivered price at the point of delivery.

(1) *To determine the delivered-to-the-farm base price at any point*—(i) *In the area covered by Column I* (except as provided in (iii) below). The delivered-to-the-farm base price is the base price in (a) Column I, after making the appropriate additions or deductions provided for in the general provisions of this appendix and for special ingredients, and after deducting therefrom the amount, if any, by which $5.00 exceeds the lowest carload rail freight rate per ton on the commodity from the nearest port to the consumer's nearest railroad station.

(ii) *In the area covered by columns II, III and IV (except as provided in (iii) below).* The delivered-to-the-farm base price is the base price for the area in which the farm is located, after making the appropriate additions or deductions provided for in the general provisions of this appendix and for special ingredients, and after deducting therefrom the amount, if any, by which $3.75 exceeds the trucking rate per ton from the nearest port to the city or town nearest to or in which the farm is located, using the shortest highway mileage on the official state highway map and using the following trucking rates:

$0.75 per ton for distances up to 15 miles.

$1.00 per ton for distances between 15 and 25 miles.

$1.50 per ton for distances between 25 and 40 miles.

For distances over 40 miles, $1.50 per ton plus 1¢ per ton per mile in excess of 40 miles.

Truck mileage, to destinations on the Eastern Shore of Virginia, shall include 40 miles as the distance from Norfolk to Cape Charles, with 1¢ per ton per mile for mileage beyond Cape Charles.

(iii) When delivery to the farm is made in the area covered by column I and in Surry, Yadkin, Wilkes, Alexander, Caldwell, Burke, Rutherford Counties and counties west thereof in North Carolina from a railhead or warehouse, as distinguished from delivery direct from factory, and the transportation cost (in no case to exceed legal maximum trucking rates) to the consumer's premises from the railroad station nearest thereto exceeds 75¢ per ton, such excess may be added to the prices as determined in (i) or (ii) above.

(2) To determine the base price f. o. b. a factory or warehouse located at port:

(i) *Baltimore and Norfolk.* Deduct $5.75 from the base price in column I or $3.75 from the base price in column II after making the appropriate additions or deductions provided for in the general provisions of this appendix and for special ingredients.

(ii) *Wilmington.* Deduct $3.75 from the base price in column III after making the appropriate additions or deductions provided for in the general provisions of this appendix and for special ingredients.

(iii) *Charleston, Savannah and Jacksonville.* Deduct $3.75 from the base price in column IV after making the appropriate additions or deductions provided for in the general provisions of this appendix and for special ingredients.

(3) *To determine the base price f. o. b. a factory, warehouse, boatlanding or railsiding at other points in the areas covered by Schedule G.* Deduct 75¢ per ton from the delivered-to-the-farm base price at such point, as determined in (1) (i) or (1) (ii) above.

(c) *Quantity differentials.* For deliveries in carloads or in 10-ton truck lots, deduct 2% from the price established by (b) (1) (i), (b) (1) (ii), (b) (2) or (b) (3) above.

(d) *Terms.* (1) To determine the consumer's time price, add 10% to the price established by (b) (1) (i), (b) (1) (ii), (b) (2), (b) 3 or (c) above. Interest at the legal rate may be added after May 1 on spring goods and after December 1 on fall goods.

(2) For c. o. d. sales, shipments SD/BL, or for cash within 10 days after delivery, deduct 1% from the price established by (b) (1) (i), (b) (1) (ii), (b) (2), (b) (3) or (c) above.

II. *Nitrogenous fertilizer materials:* (a) Cash prices per ton for nitrogenous fertilizer materials in bags shall be:

(1) F. o. b. applicable basing point established by RMPR 205 for sales of the material to the manufacturer making the sale or from whom the dealer purchased the material.

Grade	Port	Production point
16–0–0 imported nitrate of soda	$37.00	
16–0–0 domestic nitrate of soda	35.00	$34.00
14–0–0 domestic nitrate of soda		30.00
14–0–14 nitrate of soda-potash	46.00	
20.5–0–0 sulphate of ammonia	36.20	35.20
20.5–0–0 ammoniu mnitrate-lime compound	37.50	36.50
20.6–0–0 calcium cyanamide		42.25
32.5–0–0 imported ammonium nitrate [1]	51.30	49.70
32.5–0–0 domestic ammonium nitrate		55.00
42–0–0 urea compound	66.40	

[1] Based on sulphate of ammonia production points.

(2) Plus the cost of tax tags and the attaching thereof or state tonnage or inspection tax,

(3) Plus the transportation cost of delivery from the port or point or production from which the material is shipped to the point at which the consumer takes delivery, exclusive of that portion of such cost which the producer of such nitrogenous material is required to pay to comply with the provisions of RMPR 205,

(4) Plus one charge of 50¢ per ton in the case of a manufacturer or dealer making delivery to a consumer of materials handled through his factory or warehouse.

(b) To determine the time price, add 10% to the cash price. Interest at the legal rate may be added after May 1 on spring goods and after December 1 on fall goods.

SCHEDULE H—FOR CONSUMERS LOCATED IN FLORIDA (EAST OF THE APALACHICOLA RIVER)

I. *Mixed fertilizer, superphosphate and potash.* (a) Base prices for goods in 100-pound paper bags.

Grade:	Price per ton
12–0–10	$47.85
8–0–12	41.65
8–0–8	38.85
6–6–6	36.95
6–4–8	37.25
5–8–8	37.50
5–7–5	34.90
5–6–10	37.85
5–5–8	35.90
4–16–0	34.45
4–12–6	36.45
4–12–4	35.05
4–10–7	36.05
4–9–3	32.70
4–8–8	35.65
4–8–6	34.25
4–8–4	32.85
4–7–5	33.00
4–6–8	34.55
4–5–7	33.30
4–4–8	33.45
3–8–5	33.75
3–6–5	31.65
3–6–10	34.05
3–6–8	32.65
2–10–4	30.15
2–8–10	33.25
2–8–6	30.45
0–14–10	32.75
0–14–5	29.25
0–12–16	35.85
0–10–10	30.55
0–8–24	39.25
0–8–12	30.85
0–20–0	25.00
0–19–0	24.25
0–18–0	23.50
0–16–0	22.00
0–0–60 muriate of potash	54.40
0–0–50 muriate of potash	49.00
0–0–30 manure salts	36.25
0–0–25 manure salts	35.00
0–0–52 sulphate of potash	62.40
0–0–50 sulphate of potash	60.70
0–0–48 sulphate of potash	50.00
0–0–21.5 sulphate of potash-magnesia	49.00

Special ingredients. In addition to the adjustments provided for in the general provisions of this appendix, the base prices may be adjusted as follows for special ingredients:

Nitrate nitrogen, $0.50 per unit of N.

Total organic nitrogen (excess over one-tenth water-soluble shall be priced as ammoniacal nitrogen), $4.40 per unit of N.

Potash other than muriate forms, $0.30 per unit of K_2O.

Sulphur, $0.55 per unit of S.

Copper sulphate, $5.30 per unit of CuO.

Borax, $2.50 per unit of B_2O_3.

Zinc sulphate, $3.65 per unit of ZnO.

Iron sulphate, $1.30 per unit of Fe_2O_3.

Aluminum sulphate, $4.50 per unit of Al_2O_3.

Manganese sulphate, $3.00 per unit of MnO.

Magnesium oxide, $1.00 per unit of MgO.

(b) *Quantity discounts.* Buyers who during the preceeding 12-month period have purchased and paid for mixed fertilizer and fertilizer materials, except nitrogenous materials, in the quantities specified below shall be allowed the following quantity discounts from the prices in (a) after making the appropriate additions or deductions provided for in the general provisions of this appendix:

	Percent
30 tons or more but less than 100 tons	5
100 tons or more but less than 300 tons	8
300 tons or more	10

(c) *Delivery*—(1) *Farm delivery.* The delivered-to-the-farm base price is the price in (a) above after making the appropriate additions or deductions provided for in the general provisions of this appendix and after deducting therefrom the applicable quantity discount and the amount, if any, by which ¢4.50 per ton exceeds the lowest carload rail freight rate per ton on the commodity to the consumer's nearest railroad station from Jacksonville or Tampa, whichever is lower.

(2) *Railsiding or boatlanding delivery.* To arrive at the base price for goods delivered at the consumer's nearest railsiding or boatlanding deduct $0.75 from the delivered-to-the-farm price established in (1) above.

(3) *Port factory delivery.* To arrive at the base price for goods sold f. o. b. factory or warehouse at Tampa or Jacksonville, deduct $5.25 per ton from the prices in (a) after making the appropriate additions or deductions provided for in the general provisions of this appendix and after deducting the applicable quantity discount.

(4) *Inland factory delivery.* To arrive at the base price for goods sold f. o. b. factory or warehouse at locations other than Tampa or Jacksonville, add to the f. o. b. port factory price, established in (3) above, the lowest carload rail freight rate on the commodity to such inland factory or warehouse from Tampa or Jacksonville, whichever is lower.

(5) For less than carload shipments to consumer's nearest railroad station or less than 10-ton truckload deliveries to consumer's premises, an additional charge may be made equal to the transportation cost in excess of the carload or full truckload rate.

(d) *Terms*—(1) *Time prices.* The time prices are the prices established in (c) above. Interest may be added at the rate of 6% per annum from the 10th of the month following the month in which delivery is made.

(2) *Cash discount.* From the time prices deduct 5% for payment in cash by the 10th of the month following the month in which delivery is made.

II. *Nitrogenous fertilizer materials.* (a) Cash prices per ton for nitrogenous fertilizer materials in bags shall be:

(1) F. o. b. applicable basing point established by RMPR 205 for sales of the material to the manufacturer making the sale or from whom the dealer purchased the material:

Grade	Port	Production point
16–0–0 imported nitrate of soda	$37.00	
16–0–0 domestic nitrate of soda	35.00	$34.00
14–0–0 domestic nitrate of soda		30.00
14–0–14 nitrate of soda-potash	46.00	
20.5–0–0 sulphate of ammonia	36.20	
20.5–0–0 ammonium nitrate - lime compound	37.50	36.50
20.6–0–0 calcium cyanamide		42.25
32.5–0–0 domestic ammonium nitrate		55.00
42–0–0 urea compound	66.40	
7–0–0 castor pomace [1]		24.30

[1] Basis 7 units ammonia and in original bags, plus or minus $2.90 per unit of ammonia variation from 7 units.

(2) Plus the cost of tax tags and the attaching thereof,

(3) Plus the transportation cost of delivery from the port or point of production from

which the material is shipped to the point at which the consumer takes delivery, exclusive of that portion of such cost which the producer of such nitrogenous material is required to pay to comply with the provisions of RMPR 205.

(4) Plus one charge of 50¢ per ton in the case of a manufacturer or dealer making delivery to a consumer of materials handled through his factory or warehouse.

(b) To determine the time price, add 5% to the cash price. Interest may be charged at the rate of 6% per annum from the 10th of the month following the month in which delivery is made.

SCHEDULE I—FOR CONSUMERS LOCATED IN ALABAMA AND FLORIDA (WEST OF THE APALACHICOLA RIVER)

I. *Mixed fertilizer, superphosphate and potash.* (a) Delivered-to-the-railhead or warehouse base prices for goods in 100-pound paper bags:

Grade:	Price per ton
12–0–10	$42.90
8–0–12	35.30
8–0–8	32.50
6–8–8	34.80
6–8–4	32.00
6–6–6	31.70
6–4–8	31.40
5–8–8	32.50
5–7–5	29.60
5–6–10	32.20
5–5–8	30.00
4–16–0	31.50
4–12–6	32.30
4–12–4	30.90
4–10–7	31.30
4–10–4	29.20
4–9–3	27.70
4–8–8	30.30
4–8–6	28.90
4–8–4	27.50
4–7–5	27.40
4–6–8	28.60
4–5–7	27.10
4–4–8	26.90
3–8–8	28.10
3–8–5	26.00
3–6–10	27.80
3–6–8	26.40
2–10–4	24.70
2–8–10	27.20
2–8–6	24.40
0–14–10	27.80
0–14–5	24.30
0–12–16	30.30
0–10–10	24.40
0–8–24	32.50
0–8–12	24.10
0–20–0	20.00
0–19–0	19.30
0–18–0	18.50
0–16–0	17.50
0–0–60 muriate of potash	47.90
0–0–50 muriate of potash	42.50
0–0–30 manure salts	30.10
0–0–25 manure salts	28.90
0–0–52 sulphate of potash	55.70
0–0–50 sulphate of potash	54.10
0–0–48 sulphate of potash	52.50
0–0–21.5 sulphate of potash-magnesia	42.50
Tobacco grades only	
3–9–9	34.10
3–8–8	32.20

(b) *Terms.* (1) On sales sight draft, SD/BL, c. o. d., or cash in advance, a discount of 1% is to be made from the base prices after making the appropriate additions and deductions provided for in the general provisions of this appendix.

(2) To determine the time prices, add 10% to the base prices after making the appropriate additions and deductions provided for in the general provisions of this appendix. Interest may be charged from May 1 to maturity at 6% per annum.

(c) *Delivery.* (1) When delivery is taken at a factory, whether or not such factory is located in the area covered in Schedule I, deduct the following amounts from the cash or time prices for the shortest highway mileage from factory to railhead or dealer's warehouse nearest consumer's premises:

$0.75 per ton for distances up to 15 miles.

$1.00 per ton for distances over 15 up to 25 miles.

$1.50 per ton for distances over 25 up to 40 miles.

For distances over 40 miles, $1.50 per ton plus 1 cent per ton per mile in excess of 40 miles.

(2) For less than carload shipments to consumer's nearest railhead, an additional charge may be made equal to the transportation cost in excess of the carload rate.

II. *Nitrogenous fertilizer materials.* (a) Cash prices per ton for nitrogenous fertilizer materials in bags shall be:

(1) F. o. b. applicable basing point established by RMPR 205 for sales of the material to the manufacturer making the sale or from whom the dealer purchased the material:

Grade	Port	Production point
16–0–0 imported nitrate of soda	$37.00	
16–0–0 domestic nitrate of soda	35.00	$34.00
14–0–0 domestic nitrate of soda		30.00
14–0–14 nitrate of soda-potash	46.00	
20.5–0–0 sulphate of ammonia	36.20	35.20
20.5–0–0 ammonium nitrate-lime compound	37.50	36.50
20.6–0–0 calcium cyanamide		42.25
32.5–0–0 domestic ammonium nitrate		55.00
42–0–0 urea compound	66.40	

(2) Plus the cost of tax tags and the attaching thereof,

(3) Plus the transportation cost of delivery from the port or point of production from which the material is shipped to the point at which the consumer takes delivery, exclusive of that portion of such cost which the producer of such nitrogenous material is required to pay to comply with the provisions of RMPR 205,

(4) Plus one charge of 50¢ per ton in the case of a manufacturer or dealer making delivery to a consumer of materials handled through his factory or warehouse.

(b) To determine the time price, add 10% to the cash price. Interest may be charged from May 1 to maturity.

SCHEDULE J—FOR CONSUMERS LOCATED IN MISSISSIPPI AND LOUISIANA (EAST OF THE MISSISSIPPI RIVER)

I. *Mixed fertilizers, superphosphate and potash.* (a) Delivered to railhead or warehouse base prices for goods in 100-pound paper bags:

Grade:	Price per ton
12–8–0	$42.50
10–6–4	39.40
10–0–10	37.90
9–6–9	42.40
8–8–8	40.10
6–9–6	35.70
6–8–8	36.10
6–8–4	33.30
5–10–5	33.40
4–16–0	33.10
4–12–8	34.90
4–12–4	32.10
4–8–8	31.10
3–12–12	35.20
0–14–7	26.70
0–12–12	28.30
0–20–0	22.20
0–19–0	21.50
0–18–0	20.70
0–0–60 muriate of potash	50.00
0–0–50 muriate of potash	44.70
0–0–52 sulphate of potash	57.80
0–0–50 sulphate of potash	56.20
0–0–48 sulphate of potash	54.60
0–0–30 manure salts	32.00
0–0–25 manure salts	30.80
0–0–21.5 sulphate of potash magnesia	44.70

(b) *Terms.* (1) The base price, after making the appropriate additions and deductions provided for in the general provisions of this appendix, is the price for sales sight draft, SD/BL, c. o. d., cash in advance or cash within 10 days after delivery.

(2) To determine the time prices, add 10% to the cash prices. Interest may be charged from May 1 on spring shipments and from December 1 on fall shipments at the rates per annum of 6% in Mississippi and 8% in Louisiana.

(c) *Delivery.* (1) When delivery is taken at a factory, whether or not such factory is located in the area covered in Schedule J, deduct the following amounts from the cash or time prices for the shortest highway mileage from factory to railhead or dealer's warehouse nearest consumer's premises:

$0.75 per ton for distances up to 15 miles.

$1.00 per ton for distances between 15 and 25 miles.

$1.50 per ton for distances between 25 and 40 miles.

For distances over 40 miles, $1.50 per ton plus 1¢ per ton per mile in excess of 40 miles.

(2) For less than carload shipments to consumer's nearest railhead, an additional charge may be made equal to the transportation cost in excess of the carload rate.

II. *Nitrogenous fertilizer materials.* (a) Cash prices per ton for nitrogenous fertilizer materials in bags shall be:

(1) F. o. b. applicable basing point established by RMPR 205 for sales of the material to the manufacturer making the sale or from whom the dealer purchased the material:

Grade	Port	Production point
16–0–0 imported nitrate of soda	$37.00	
16–0–0 domestic nitrate of soda		$34.00
14–0–0 domestic nitrate of soda		30.00
14–0–14 nitrate of soda-potash	46.00	
20.5–0–0 sulphate of ammonia	36.20	35.20
20.5–0–0 ammonium nitrate-lime compound		36.50
20.6–0–0 calcium cyanamide		42.25
32.5–0–0 domestic ammonium nitrate		55.00
42–0–0 urea compound	66.40	

(2) Plus the cost of tax tags and the attaching thereof,

(3) Plus the transportation cost of delivery from the port or point of production from which the material is shipped to the point at which the consumer takes delivery, exclusive of that portion of such cost which the producer of such nitrogenous material is required to pay to comply with the provisions of RMPR 205,

(4) Plus one charge of 50¢ per ton in the case of a manufacturer or dealer making delivery to a consumer of materials handled through his factory or warehouse.

(b) To determine the time price, add 10% to the cash price. Interest may be charged from May 1 on spring shipments and from December 1 on fall shipments at the rate per annum of 6% in Mississippi and 8% in Louisiana.

SCHEDULE K—FOR CONSUMERS LOCATED IN LOUISIANA (WEST OF THE MISSISSIPPI RIVER), ARKANSAS, TEXAS, NEW MEXICO AND OKLAHOMA (EXCEPT COUNTIES OF CIMARRON, TEXAS, BEAVER, HARPER, WOODS, ALFALFA, GRANT, KAY, OSAGE, WASHINGTON, NOWATA, CRAIG, OTTAWA AND DELAWARE). THESE COUNTIES TAKE KANSAS PRICES AND TERMS IN SCHEDULE N)

I. *Mixed fertilizer, superphosphate and potash.* (a) Delivered to railhead or warehouse base prices for goods in 100-pound paper bags.

Column I. Consumers in Louisiana (west of the Mississippi River), Arkansas, Oklahoma, (except counties of Cimarron, Texas, Beaver, Harper, Woods, Alfalfa, Grant, Kay, Osage, Washington, Nowata, Craig, Ottawa and Delaware), Eastern Texas (except areas in Columns II and III).

Column II. Consumers in Texas (Rio Grande Valley and Winter Garden Area: counties south of and including Maverick, Zavala, Frio, Atascosa, Live Oak and San Patricio).

Column III. Consumers in New Mexico, western Texas (counties west of and including Lipscomb, Hemphill, Wheeler, Collingsworth, Childress, Cottle, King, Stonewall, Fisher, Nolan, Coke, Tom Green, Schleicher, Sutton, Edwards and Kinney.

Grade	Price per ton I	II	III
12–15–0	$52.40	$54.40	$55.40
12–8–0	43.40	----	----
10–20–0	53.40	55.40	56.40
10–10–0	40.80	42.80	43.80
10–6–4	41.00	----	----
10–0–10	40.80	----	----
9–6–9	42.00	----	----
8–8–8	41.40	----	----
6–30–0	55.40	57.40	58.40
6–12–0	34.40	36.40	37.40
6–0–6	36.60	----	----
6–8–12	40.40	----	----
5–5–5	37.40	----	----
5–8–4	34.40	35.40	37.40
5–10–5	34.60	36.60	37.60
4–16–0	33.40	35.40	36.40
4–12–8	35.40	----	----
4–12–4	33.40	35.40	36.40
4–12–0	30.40	----	----
4–10–0	28.80	30.80	31.80
4–8–8	33.40	35.40	36.40
3–12–12	37.40	----	----
3–12–6	32.90	34.90	35.90
3–9–18	39.60	----	----
2–12–6	30.80	----	----
0–14–7	29.20	31.20	32.20
0–12–12	31.40	----	----
0–10–20	35.80	----	----
0–45–0	54.80	56.80	57.80
0–20–0	25.80	27.80	28.80
0–19–0	25.40	27.40	28.40
0–18–0	24.80	26.80	27.80
0–0–60 muriate of potash	51.20	53.20	54.20
0–0–50 muriate of potash	45.80	47.80	48.80
0–0–52 sulphate of potash	59.00	61.00	62.00
0–0–50 sulphate of potash	57.40	59.40	60.40
0–0–48 sulphate of potash	55.80	57.80	58.80
0–0–21.5 sulphate of potash magnesia	45.80	47.80	48.80
0–0–30 manure salts	32.00	34.00	35.00
0–0–25 manure salts	30.80	32.80	33.80
0–0–22 manure salts	27.80	29.80	30.80

(b) *Terms.* (1) The base price, after making appropriate additions and deductions provided for in the general provisions of this appendix, is the price for sales sight draft, SD/BL, c. o. d., cash in advance or cash within 10 days after delivery.

(2) To determine the time prices, add 11% to the cash prices. Interest may be added at the legal rate from May 1 on goods delivered prior to that date and from the first of the month following delivery on goods delivered after May 1.

(c) *Delivery.* (1) When delivery is taken at a factory, whether or not such factory is located in the area covered in Schedule K, deduct the following amounts from the cash or time prices for the shortest highway mileage from factory to railhead or dealer's warehouse nearest consumer's premises:

$0.75 per ton for distances up to 15 miles.
$1.00 per ton for distances between 15 and 25 miles.
$1.50 per ton for distances between 25 and 40 miles.
For distances over 40 miles, $1.50 per ton plus 1¢ per ton per mile in excess of 40.

(2) For less than carload shipments to consumer's nearest railhead, an additional charge may be made equal to the transportation cost in excess of the carload rate.

II. *Nitrogenous fertilizer materials.* (a) Cash prices per ton for nitrogenous fertilizer materials in bags shall be:

(1) F. o. b. applicable basing point established by RMPR 205 for sales of the material to the manufacturer making the sale or from whom the dealer purchased the material:

Grade	Port	Production point
16–0–0 imported nitrate of soda	$37.00	----
16–0–0 domestic nitrate of soda	----	$34.00
14–0–0 domestic nitrate of soda	----	30.00
14–0–14 nitrate of soda-potash	46.00	----
20.5–0–0 sulphate of ammonia	36.20	35.20
20.5–0–0 ammonium nitrate-lime compound	----	36.50
20.6–0–0 calcium cyanamide	----	42.25
32.5–0–0 domestic ammonium nitrate	----	55.00
42–0–0 urea compound	66.40	----

(2) Plus the cost of tax tags and the attaching thereof or state tonnage or inspection tax.

(3) Plus the transportation cost of delivery from the port or point of production from which the material is shipped to the point at which the consumer takes delivery, exclusive of that portion of such cost which the producer of such nitrogenous material is required to pay to comply with the provisions of RMPR 205.

(4) Plus one charge of 50¢ per ton in the case of a manufacturer or dealer making delivery to a consumer of materials handled through his factory or warehouse.

(b) To determine the time price, add 11% to the cash price. Interest at the legal rate may be added after May 1 on goods delivered prior to that date and from the first of the month following delivery on goods delivered after May 1.

SCHEDULE L—FOR CONSUMERS LOCATED IN TENNESSEE

I. *Mixed fertilizer, superphosphate and potash.* (a) Delivered to railhead or warehouse base prices for goods in 100-pound paper bags:

Grade:	Price per ton
10–6–4	$39.80
8–5–5	35.70
7–7–7	37.00
6–8–4	33.10
5–10–5	33.50
5–5–10	33.80
4–16–0	32.10
4–12–4	32.30
4–8–8	35.90
4–8–12	32.50
3–9–6	29.50
2–12–6	29.90
0–14–7	28.30
0–14–4	25.70
0–12–12	30.90
0–20–0	23.30
0–19–0	22.70
0–18–0	21.90
0–0–60 muriate of potash	55.10
0–0–50 muriate of potash	49.50
0–0–30 manure salts	35.70
0–0–25 manure salts	34.50
0–0–52 sulphate of potash	62.90
0–0–50 sulphate of potash	61.20
0–0–48 sulphate of potash	59.50
0–0–21.5 sulphate of potash-magnesia	49.50

(b) *Terms.* (1) The base price, after making the appropriate additions and deductions provided for in the general provisions of this appendix, is the price for sales sight draft, SD/BL, c. o. d., or cash in advance.

(2) To determine the time price, add 11% to the base price. Interest may be charged at the rate of 6% per annum from the date of delivery of the goods.

(c) *Delivery.* (1) When delivery is taken at a factory, whether or not such factory is located in the area covered in Schedule L, deduct the following amounts from the cash or time prices for the shortest highway mileage from factory to railhead or dealer's warehouse nearest to consumers' premises:

$0.75 per ton for distances up to 10 miles.
$1.10 per ton for distances between 10 and 15 miles.
$1.20 per ton for distances between 15 and 20 miles.
$1.25 per ton for distances between 20 and 25 miles.
$1.35 per ton for distances between 25 and 30 miles.
$1.40 per ton for distances between 30 and 35 miles.
$1.50 per ton for distances between 35 and 40 miles.
For distances over 40 miles, $1.50 plus 1¢ per ton per mile in excess of 40 miles.

(2) For less than carload shipments to consumer's nearest railhead, an additional charge may be made equal to the transportation cost in excess of the carload rate.

II. *Nitrogenous fertilizer materials.* (a) Cash prices per ton for nitrogenous fertilizer materials in bags shall be:

(1) F. o. b. applicable basing point established by RMPR 205 for sales of the material to the manufacturer making the sale or from whom the dealer purchased the material:

Grade	Port	Production point
16–0–0 imported nitrate of soda	$37.00	----
16–0–0 domestic nitrate of soda	----	$34.00
14–0–0 domestic nitrate of soda	----	30.00
14–0–14 nitrate of soda-potash	46.00	----
20.5–0–0 sulphate of ammonia	36.20	35.20
20.5–0–0 ammonium nitrate-lime compound	----	36.50
20.6–0–0 calcium cyanamide	----	42.25
32.5–0–0 domestic ammonium nitrate	----	55.00
42–0–0 urea compound	66.40	----

(2) Plus the cost of tax tags and the attaching thereof or state tonnage or inspection tax.

(3) Plus the transportation cost of delivery from the port or point of production from which the material is shipped to the point at which the consumer takes delivery, exclusive of that portion of such cost which the producer of such nitrogenous material is required to pay to comply with the provisions of RMPR 205.

(4) Plus one charge of 50¢ per ton in the case of a manufacturer or dealer making delivery to a consumer of materials handled through his factory or warehouse.

(b) To determine the time price, add 11% to the cash price. Interest may be charged at the rate of 6% per annum from the date of delivery of the goods.

SCHEDULE M—FOR CONSUMERS LOCATED IN KENTUCKY

(a) Delivered-to-railhead or warehouse base prices for goods in 100-pound paper bags:

Grade:	Price per ton
10–6–4	$42.10
8–8–8	40.10
6–8–6	37.30
5–10–10	40.40
4–16–0	34.90

SCHEDULE M—continued

Grade:	Price per ton
4–12–8	$38.30
4–12–4	34.90
4–12–0	31.50
3–18–9	43.10
3–12–12	39.60
3–9–6	32.00
2–12–6	32.60
0–20–20	51.10
0–20–10	39.60
0–14–7	31.10
0–12–12	33.50
0–45–0	54.50
0–20–0	26.00
0–19–0	24.70
0–18–0	23.40
0–0–60 muriate of potash	55.90
0–0–50 muriate of potash	50.40
0–0–52 sulphate of potash	63.40
0–0–50 sulphate of potash	61.70
0–0–48 sulphate of potash	60.00
0–0–21.5 sulphate of potash-magnesia	50.40
42–0–0 urea compound [1]	81.00
32.5–0–0 domestic ammonium nitrate [1]	67.00
32.5–0–0 imported ammonium nitrate [1]	62.00
20.6–0–0 calcium cyanamide [1]	56.00
20.5–0–0 ammonium nitrate-lime compound [1]	53.00
20.5–0–0 sulphate of ammonia [1]	46.00
16–0–0 nitrate of soda [1]	50.00
14–0–0 nitrate of soda [1]	44.00

[1] On carload shipments deduct $3.00 per ton.

(b) *Terms.* (1) On sales sight draft, SD/BL, c. o. d., or cash in advance, deduct 5% from the time price.

(2) The base price, after making the appropriate additions or deduction provided for in the general provisions of this appendix, shall be the time price. Interest may be charged at the rate of 6% per anum from the date of delivery of the goods.

(c) *Delivery.* (1) When delivery is taken at a factory, whether or not such factory is located in the area covered in Schedule M, deduct the following amounts from the cash or time prices for the shortest highway mileage from factory to railhead or dealer's warehouse nearest to consumer's premises:

$0.75 per ton for distances up to 10 miles.
$1.10 per ton for distances between 10 and 15 miles.
$1.20 per ton for distances between 15 and 20 miles.
$1.25 per ton for distances between 20 and 25 miles.
$1.35 per ton for distances between 25 and 30 miles.
$1.40 per ton for distances between 30 and 35 miles.
$1.50 per ton for distances between 35 and 40 miles.
For distances over 40 miles, $1.50 plus 1¢ per ton per mile in excess of 40 miles.

(2) For less than carload shipments to consumer's nearest railhead, an additional charge may be made equal to the transportation cost in excess of the carload rate.

Schedule N—For consumers located in Ohio, Indiana, Michigan, Illinois, Wisconsin, Iowa, Missouri, Minnesota, Nebraska, Kansas, North Dakota, South Dakota and Oklahoma (counties excepted in Schedule K).

(a) Delivered to railhead or warehouse base prices for goods in 80 or 100-pound paper bags for consumers located in the following states:

Grade	Ohio	Indiana	Illinois	Michigan S. P.	Michigan N. P.	Wisconsin
10–6–4	$41.75	$42.10	$42.60	$41.75	$44.90	$43.70
8–8–8	42.25	42.60	43.10	42.25	45.40	44.20
6–6–18	----	----	----	----	----	46.60
5–10–10	39.35	39.70	----	----	----	----
4–16–4	----	----	----	37.65	40.80	----
4–16–0	33.85	34.20	34.70	33.85	37.00	35.80
4–12–8	37.25	37.60	38.10	37.25	40.40	39.20
3–18–9	43.60	43.95	44.45	43.60	46.75	45.55
3–12–12	38.35	38.70	39.20	38.35	41.50	40.30
3–9–18	40.90	41.25	41.75	40.90	44.05	42.85
2–16–8	----	----	----	36.85	40.00	----
2–12–6	31.95	32.30	32.80	31.95	35.10	33.90
0–20–20	50.85	51.20	51.70	50.85	54.00	52.80
0–20–10	40.95	41.30	41.80	40.95	44.10	42.90
0–14–14	----	----	----	35.45	38.60	37.40
0–14–7	30.20	30.55	31.05	30.20	33.35	32.15
0–12–12	32.65	33.00	33.50	32.65	35.80	34.60
0–10–20	37.35	37.70	38.20	37.35	40.50	39.30
0–9–27	42.40	42.75	43.25	42.40	45.55	44.35
0–6–18	----	33.60	----	33.25	36.40	35.20
0–45–0	56.00	56.70	57.60	56.00	59.50	58.35
0–20–0	27.00	27.30	27.70	27.00	30.00	28.80
0–19–0	25.65	25.95	26.35	25.65	28.65	27.40
0–18–0	24.30	24.60	25.00	24.30	27.30	26.00
0–0–60 muriate	56.10	55.70	55.70	56.80	57.80	56.80
0–0–50 muriate	50.70	50.30	50.30	51.40	52.40	51.40
0–0–52 sulphate	62.40	63.40	63.40	62.40	65.60	64.50
0–0–50 sulphate	60.70	61.70	61.70	60.70	63.90	62.80
0–0–48 sulphate	59.00	60.00	60.00	59.00	62.20	61.10
0–0–21.5 sulphate of potash-magnesia	50.70	50.30	50.30	51.40	52.40	51.40
0–0–30 manure salts	36.90	36.50	36.50	37.60	38.60	37.60
0–0–25 manure salts	35.70	35.30	35.30	36.40	37.40	36.40
42–0–0 urea compound [1]	80.00	81.25	82.50	80.00	83.15	83.60
32.5–0–0 ammonium nitrate [1]	61.00	61.00	61.00	61.00	64.15	62.10
20.6–0–0 calcium cyanamide [1]	55.00	56.00	57.00	55.00	58.15	58.10
20.5–0–0 ammonium nitrate-lime comp. [1]	52.00	53.25	54.50	52.00	55.15	55.60
20.5–0–0 sulphate of ammonia [1]	45.00	45.00	45.00	46.00	48.15	46.10
16–0–0 nitrate of soda [1]	49.00	50.25	51.50	49.00	52.15	52.60
14–0–0 nitrate of soda [1]	43.00	43.00	43.00	43.00	46.15	44.10

Grade	Missouri	Iowa	Minnesota	Nebraska	Kansas and Oklahoma	North Dakota and South Dakota
10–6–4	$44.50	$44.90	$44.90	$45.50	$45.30	$47.0
10–20–0	----	----	----	----	64.25	64.25
8–16–12	----	----	59.20	----	----	----
8–8–8	45.00	45.40	45.40	46.00	45.80	47.50
6–30–0	----	----	----	64.25	64.25	64.25
6–12–18	----	----	55.90	----	----	----
5–10–10	42.10	----	----	43.10	42.90	----
4–24–12	----	----	59.60	----	----	----
4–16–16	----	----	54.60	----	----	----
4–16–4	----	40.80	----	41.40	41.20	42.90
4–16–0	36.60	37.00	37.00	37.60	37.40	39.10
4–12–8	40.00	40.40	40.40	41.00	40.80	42.50
4–12–4	37.00	----	----	----	37.80	----
3–18–9	46.35	46.75	46.75	47.35	47.15	48.5
3–12–12	41.10	41.50	41.50	42.10	41.90	43.60
3–9–18	43.65	44.05	44.05	44.65	44.45	46.15
2–16–8	----	40.00	40.00	----	----	----
2–12–6	34.70	35.10	35.10	35.70	35.50	37.20
0–30–15	----	----	60.25	----	----	----
0–20–20	53.60	54.00	54.00	54.60	54.40	56.10
0–20–10	43.70	44.10	44.10	44.70	44.50	46.20
0–14–14	----	38.60	----	39.20	39.00	40.70
0–14–7	32.95	33.35	33.35	33.95	33.75	35.45
0–12–36	----	----	58.00	----	----	----
0–12–24	----	----	47.20	----	----	----
0–12–12	35.40	35.80	35.80	36.40	36.20	37.90
0–10–20	40.10	40.50	40.50	41.10	40.90	42.60
0–9–27	----	45.55	45.55	46.15	45.95	47.65
0–45–0	56.15	58.30	58.35	56.85	56.65	59.75
0–43–0	----	----	64.85	----	----	57.75
0–20–0	30.80	31.20	31.20	31.80	31.60	32.60
0–19–0	29.45	29.85	29.85	30.45	30.25	31.25
0–18–0	28.10	28.50	28.50	29.10	28.90	29.90
0–0–60 muriate	56.70	57.20	57.80	57.80	57.80	60.00
0–0–50 muriate	51.30	51.80	52.40	52.40	52.40	54.60
0–0–52 sulphate	65.30	65.70	65.70	66.30	66.10	67.80
0–0–50 sulphate	63.60	64.00	64.00	64.60	64.40	65.10
0–0–48 sulphate	61.90	62.30	62.30	62.90	62.70	64.40
0–0–21.5 sulphate of potash-magnesia	51.30	51.80	52.40	52.40	52.40	54.60
0–0–30 manure salts	37.50	38.00	38.60	38.60	38.70	40.80
0–0–25 manure salts	36.30	36.80	37.40	37.40	37.50	39.60
42–0–0 urea compound [1]	84.40	84.80	84.80	85.40	85.20	88.90
32.5–0–0 ammonium nitrate [1]	62.90	63.30	63.30	63.90	63.70	65.40
20.6–0–0 calcium cyanamide [1]	58.90	59.30	59.30	59.90	59.70	61.40
20.5–0–0 ammonium nitrate-lime compound [1]	56.40	56.80	56.80	57.40	57.20	58.90
20.5–0–0 sulphate of ammonia [1]	46.90	47.30	47.30	47.90	47.70	49.40
16–0–0 nitrate of soda [1]	53.40	53.80	53.80	54.40	54.20	55.90
14–0–0 nitrate of soda [1]	44.90	45.30	45.30	45.90	45.70	47.40

[1] Deduct $3.00 per ton for carload shipments.

Base prices for western parts of Nebraska, North Dakota, and South Dakota:

Eastern Nebraska. Prices in the tables above apply to deliveries in the counties of Dakota, Thurston, Burt, Dodge, Saunders, Lancaster and Gage and counties east thereof.

Central Nebraska. Add $1.40 per ton for deliveries in counties west of the above and east of and including counties of Knox, Antelope, Boone, Nance, Merrick, Hill, Adams and Webster.

Western Nebraska. For the area west of counties listed in Central Nebraska, add the carload rate of freight in excess of $5.00 per ton from Chicago to destination, divided by .84, to the prices for Central Nebraska.

North Dakota. Prices in the tables above apply to delivery in the counties of Pembina, Walsh, Grand Forks, Cass, Richland and Traill and counties east thereof.

South Dakota. Prices in the tables above apply to delivery in the counties of McPherson, Faik, Edmunds, Hyde, Buffalo, Burle and Charles Mix and counties east thereof.

Western North and South Dakota. For the area west of the counties listed above, add the carload rate of freight in excess of $5.00 per ton from Chicago to destination, divided by .82, to the prices in the tables for eastern North and South Dakota.

(b) *Terms.* (1) The base price, after making the appropriate additions and deductions provided for in the general provisions of this appendix, shall be the time price. Interest may be charged at the legal rate from the date of delivery of the goods.

(2) On sales sight draft, SD/BL, c. o. d., or cash in advance, deduct 5% from the time price.

(c) *Delivery.* (1) For deliveries taken at a factory, whether or not such factory is located in the area covered in Schedule N, deduct the lowest carload rail rate per ton on the commodity from factory to railhead nearest to consumer's premises.

(2) For less-than-carload shipments, add the difference between the carload and less-than-carload rate of freight.

SCHEDULE O—FOR CONSUMERS LOCATED IN IDAHO, WYOMING, NEVADA, COLORADO, UTAH, MONTANA.

(a) *Delivered-to-dealer's warehouse base prices for goods in 100-pound paper bags:*

Grade:	Price per ton
17–12–0	$67.20
17–4–4	61.20
12–12–0	57.20
11–22–0	66.20
10–20–0	61.00
10–18–5	63.80
10–16–8	62.20
10–12–14	62.00
10–10–5	54.50
10–10–0	51.00
6–30–0	64.00
5–10–20	55.00
5–10–10	48.00
5–10–5	44.50
5–6–8	42.20
4–24–4	57.20
4–24–0	54.40
4–12–8	46.80
4–12–4	44.00
3–10–20	51.00
3–10–10	44.00
0–12–20	47.20
0–43–0	52.00
0–18–0	30.50
0–0–60 muriate of potash	55.00
0–0–51 sulphate of potash	65.00
16–20–0 ammonium phosphate	65.00
11–48–0 ammonium phosphate	75.00
32.5–0–0 ammonium nitrate	80.00
20.5–0–0 sulphate of ammonia	49.00
16–0–0 nitrate of soda	83.00

Special ingredients. For specified quantities of the following ingredients (except in premium brands) there may be added to the above prices as follows:

	Per unit
Potash from sulphate	$0.80
	Per pound
Copper sulphate	$0.07
Manganese sulphate	.06
Borax	.05
Elemental sulphur	.03
Zinc sulphate	.05
Iron sulphate	.04

(b) *Terms.* (1) The base price, after the appropriate additions or deductions provided for in the general provisions of this appendix, shall be the cash price.

(2) To determine the time price, add $3.00 per ton to the cash price. Interest may be charged at the legal rate from date of delivery.

(c) *Delivery.* (1) Mixed fertilizer, except 6–30–0 and 10–20–0, shipped into this area from other states may be priced at the f. o. b. factory price for the state of origin plus transportation cost from the factory to railhead destination. Every person selling such goods to purchasers in these states shall show on the invoice the f. o. b. factory price and the transportation costs.

(2) Where transportation cost from the dealer's nearest railhead to his warehouse exceeds $1.00 per ton, such excess may be added to the above prices.

SCHEDULE P—FOR CONSUMERS LOCATED IN WASHINGTON AND OREGON

(a) *Base prices for goods in 100-pound paper bags f. o. b. Seattle, Tacoma or Portland:*

Grade:	Price per ton
17–12–0	$71.00
17–4–4	63.80
12–12–0	59.75
10–20–0	65.25
10–16–8	65.85
10–10–5	56.90
10–10–0	53.90
6–30–0	69.50
6–10–4	47.30
5–10–20	55.00
5–10–10	49.00
5–6–8	42.60
4–16–0	47.00
4–12–8	47.20
4–12–4	44.80
3–10–20	51.00
3–10–10	44.00
0–12–20	46.00
0–43–0	54.70
0–18–0	31.50
0–0–60 muriate of potash	50.40
0–0–51 sulphate of potash	56.00
16–20–0 ammonium phosphate	[1] 59.00
11–48–0 ammonium phosphate	[1] 69.00
42–0–0 urea compound	88.50
32.5–0–0 ammonium nitrate	[1] 79.00
20.5–0–0 sulphate of ammonia	[1] 48.50
16–0–0 nitrate of soda	44.00

[1] On carload shipments base prices are f. o. b. consumer's railhead.

Special ingredients. For specified quantities of the following ingredients (except in premium brands) there may be added to the above prices as follows:

	Per unit
Potash from sulphate	$0.40
Synthetic organic nitrogen	.75
Natural organic nitrogen	4.25

Base f. o. b. factory or warehouse prices at other points in Washington and Oregon are the prices in (a) above plus the lowest carload rail freight rate per ton on the commodity from Seattle, Takoma or Portland to the factory or warehouse.

(b) *Terms.* (1) The base prices, after making the appropriate additions or deductions provided for in the general provisions of this Appendix, are consumers' time prices. Interest may be added at the rate of 6% per annum from 30 days after date of delivery.

(2) Deduct 5% from the time prices for cash payment, c. o. d., cash with order or SD/BL sales.

(c) *Delivery.* For less carloads shipped by rail there may be added: $1.00 per ton for lots of 5 tons or more; $2.00 per ton for lots of less than 5 tons.

SCHEDULE Q—FOR CONSUMERS LOCATED IN CALIFORNIA

(a) *Delivered-to-the-farm base prices for goods in 100-pound paper bags.*

Column I. Consumers in counties of Los Angeles, Orange, San Bernardino, Riverside (except Hemet and Indio districts), Contra Costa, Alameda.

Column II. Consumers in counties of Imperial, San Diego, Ventura, Santa Barbara (except Cuyama Valley), Riverside (Hemet and Indio districts), Marin, Sonoma, Napa, Yolo, Solano, Sacramento, Sutter, Colusa, Yuba, San Joaquin, Stanislaus, Merced, Santa Clara, San Mateo, Santa Cruz, San Benito, Monterey (Salinas and north thereof).

Column III. Consumers in that part of California not covered in Columns I and II.

Grade	Price per ton I	II	III
0–10–8	$38.90	$39.90	$40.40
0–10–12	43.10	44.10	44.60
2–10–8	43.40	44.40	44.90
4–6–8	43.50	44.50	45.00
4–12–4	45.90	46.90	47.40
4–16–0	46.10	47.10	47.60
4–18–18	67.20	68.20	68.70
5–10–10	52.20	53.20	53.70
5–12–5	49.20	50.20	50.70
5–14–9	55.60	56.60	57.10
6–9–6	49.20	50.20	50.70
6–10–4	48.20	49.20	49.70
6–12–8	54.60	55.60	56.10
6–16–6	56.90	57.90	58.40
8–0–12	50.10	51.10	51.60
8–6–8	52.50	53.50	54.00
8–8–4	60.80	51.50	52.00
8–10–12	61.10	62.10	62.60
10–5–5	52.80	53.80	54.30
10–5–10	58.00	59.00	59.50
10–10–0	53.00	54.00	54.50
10–10–5	58.25	59.25	59.75
10–12–10	65.70	66.70	67.20
10–16–8	68.00	69.00	69.50
10–20–0	64.00	65.00	65.50
12–6–0	58.10	54.10	54.60
12–0–14	61.20	62.20	62.70
14–0–8	59.40	60.40	60.90
15–8–4	66.25	67.25	67.75
17–7–0	65.50	66.50	67.00
0–18–0	27.75	28.75	29.25
0–43–0	52.00	53.00	54.00
0–0–51 sulphate	57.00	58.00	58.50
0–0–60 muriate	51.50	52.50	53.00
16–0–0 nitrate of soda	45.50	46.50	47.00
20.5–0–0 sulphate of ammonia	50.00	51.00	51.50
32.5–0–0 ammonium nitrate	80.50	81.50	82.00
42–0–0 urea compound	90.00	91.00	91.50
11–48–0 ammonium phosphate	70.50	71.50	72.00
16–20–0 ammonium phosphate	60.50	61.50	62.00

Special ingredients. For specified quantities of the following ingredients (except in premium brands) there may be added to the above prices as follows:

	Per unit
Synthetic organic nitrogen	$0.75
Natural organic nitrogen	4.25
Water-soluble magnesium oxide	.80
	Per pound
Sulphur	$0.02
Copper sulphate	.07
Borax	.05
Zinc sulphate	.05
Iron sulphate	.04
Aluminum sulphate	.04
Manganese sulphate	.05

For potash from muriate, deduct 25¢ per unit.

(b) *Terms.* (1) The base prices, after making the appropriate additions or deductions provided for in the general provisions of this appendix, shall be the time prices. Interest may be charged at the legal rate after 30 days from the date of delivery.

(2) *Cash discount.* To determine the cash price, deduct from the time price 5% for cash payment within 10 days after delivery.

(c) *Delivery*—(1) *Delivered or f. o. b. warehouse.* Prices above are delivered to consumer's ranch in truckloads, to consumer's nearest rail station in carloads, or f. o. b. dealer's or agent's warehouse for sales of any quantity except that for deliveries in the area covered by Column III, the transportation cost from the seller's nearest factory or warehouse to the consumer's ranch or rail station, in excess of $3.00 per ton, may be for the buyer's account.

(2) *F. o. b. factory.* For sales, f. o. b. the factory, deduct $1.00 per ton from the time or cash price for the area in which the factory is located.

(3) *Less truckload deliveries.* If delivery is made to the consumer's ranch in less than truckloads, the cost of trucking in excess of the full truckload rate may be added to the price as otherwise determined herein.

(4) *Direct shipments of fertilizer.* For sales of ordinary superphosphate, nitrate of soda and urea compound delivered in carload lots direct from the point of production or port of entry to the consumer's rail station, deduct $2.00 per ton from the delivered price as otherwise determined herein.

For sales of triple superphosphate, sulphate of ammonia, ammonium nitrate and ammonium phosphate delivered in carload lots direct from the point of production to the consumer's rail station deduct $2.00 per ton from the price in Column I, except that additional freight, if any, to such point of delivery, in excess of the freight customarily absorbed by the producer of such material, may be charged to the consumer.

SCHEDULE R—FOR CONSUMERS LOCATED IN ARIZONA

(a) *Base prices for goods in 100-pound paper bags.*

Grade:	Price per ton
4–8–0	$39.10
4–12–4	47.70
4–16–0	47.90
4–19–5	56.45
6–10–4	50.00
6–12–0	48.00
6–18–0	54.60
8–8–0	48.10
8–12–0	52.50
8–16–0	56.90
10–10–0	54.80
10–20–0	65.80
10–38–0	85.60
14–6–0	59.40
0–18–0 superphosphate	30.80
0–43–0 triple superphosphate	51.80
0–0–60 muriate of potash	53.30
0–0–51 sulphate of potash	58.80
16–0–0 nitrate of soda	49.00
20.5–0–0 sulphate of ammonia	51.00
32.5–0–0 ammonium nitrate	82.00
42–0–0 urea compound	90.00
11–48–0 ammonium phosphate	72.00
16–20–0 ammonium phosphate	62.00

Special ingredients. For specified quantities of the following ingredients (except in premium brands) there may be added to the above prices as follows:

	Per unit
Synthetic organic nitrogen	$0.75
Natural organic nitrogen	4.25
Water-soluble magnesium oxide	.80
	Per pound
Sulphur	$0.02
Copper sulphate	.07
Borax	.05
Zinc sulphate	.05
Iron sulphate	.04
Aluminum sulphate	.04
Manganese sulphate	.05

(3) Where mixed fertilizer labelled "Victory Garden Fertilizer—For Food Production Only" is sold for use in the commercial production of crops, the maximum prices of such fertilizer provided in paragraph (1) and (2) above shall not apply and the maximum prices shall be as provided in appendix A.

(b) *Specialty fertilizers.* (1) The maximum cash price to consumers, f. o. b. seller's place of business, shall be:

(i) The highest price charged by the seller to a purchaser of the same class during March, 1942, or

(ii) The following prices if seller cannot price goods under (i) above:

Size of package [1]	Per package: Superphosphate	Other kinds
100 pound	$2.70	$4.00
50 pound	1.70	2.50
25 pound	1.20	1.50
10 pound	.65	.80
5 pound	.45	.50

[1] The price per pound in packages of any size other than those listed shall be no higher than the price per pound in the next larger size of package which is listed.

(2) The maximum cash price delivered to dealers shall be:

(i) The highest price charged by the seller to a purchaser of the same class during March, 1942, or

(ii) If the seller had no such price for delivery in March, 1942, the maximum price for consumers established in (1) (ii) above less 40%.

APPENDIX B—VICTORY GARDEN AND SPECIALTY FERTILIZERS

(a) *Victory garden fertilizers.* (1) Maximum cash consumer prices f. o. b. seller's place of business shall be:

In 100-lb. packages:	Per package
2,000 lbs. or more	$3.20
1,000 lbs.–1,900 lbs	3.45
500 lbs.–900 lbs	3.55
100 lbs.–400 lbs	3.70
In smaller packages:	
50-lb. packages	$2.35
25-lb. packages	1.45
10-lb. packages	.80
5-lb. packages	.50

(2) Maximum cash prices delivered to dealers shall be:

	Per package
100-lb. packages	$2.70
50-lb. packages	1.70
25-lb. packages	1.05
10-lb. packages	.56
5-lb. packages	.35

(3) Where mixed fertilizer labelled "Victory Garden Fertilizer—For Food Production Only" is sold for use in the commercial production of crops, the maximum prices of such fertilizer provided in paragraph (1) and (2) above shall not apply and the maximum prices shall be as provided in appendix A.

(b) *Specialty fertilizers.* (1) The maximum cash price to consumers, f. o. b. seller's place of business, shall be:

(i) The highest price charged by the seller to a purchaser of the same class during March, 1942, or

(ii) The following prices if seller cannot price goods under (i) above:

Size of package [1]	Per package: Superphosphate	Other kinds
100 pound	$2.70	$4.00
50 pound	1.70	2.50
25 pound	1.20	1.50
10 pound	.65	.80
5 pound	.45	.50

[1] The price per pound in packages of any size other than those listed shall be no higher than the price per pound in the next larger size of package which is listed.

(2) The maximum cash price delivered to dealers shall be:

(i) The highest price charged by the seller to a purchaser of the same class during March, 1942, or

(ii) If the seller had no such price for delivery in March, 1942, the maximum price for consumers established in (i) (ii) above less 40%.

This regulation shall become effective August 1, 1944.

NOTE: All record keeping and reporting requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 26th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–11163; Filed, July 26, 1944; 11:29 a. m.]

PART 1405—FERRO-ALLOYS

[MPR 379,[1] Amdt. 1]

TOOL STEEL SCRAP

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation No. 379 is amended in the following respects:

1. Section 1 (c) is amended by changing the analysis of Type 4 tool steel scrap to read as follows:

Type 4: Molybdenum content of 7% or more with a maximum tungsten content of 2½%.

2. Section 2 (a) and (b) are amended by changing the analysis of Type 4 tool steel scrap to read as follows: "(7% min. Mo. and 2½% max. W.)"

This amendment shall become effective July 31, 1944.

Issued this 26th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–11159; Filed, July 26, 1944; 11:32 a. m.]

PART 1438—NONMETALLIC MINERALS

[MPR 327,[2] Amdt. 6]

CERTAIN NONMETALLIC MINERALS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation No. 327 is amended in the following respects:

1. The headnote of § 1438.2 (b) is amended to read as follows:

(b) Maximum prices for certain commodities sold by the American Abrasive Company, Kyanite Products Corporation, the Metals Reserve Company, the Minnesota Mining and Manufacturing Company, the Pan-Chemical Company, the Western Feldspar Milling Company and others, and maximum prices for glass grade kyanite, barite ore produced in the State of Missouri, and other minerals.

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 5844.

[2] 8 F.R. 2154, 4645, 1661, 11247, 14686, 15196.

2. Section 1438.2 (b) (10) is added to read as follows:

(10) Any person may sell or deliver and any person may buy or receive in the course of trade or business, barite ore (basis 94% $BaSO_4$), produced in the State of Missouri, at a price not in excess of $8.50 per ton of 2,000 pounds, f. o. b. cars, seller's railroad shipping point.

A premium of not more than 25 cents per ton may be charged for each 1% of $BaSO_4$ in excess of 94%: *Provided*, (i) The seller applies a penalty in an amount at least equal to the premium when $BaSO_4$ content is below 94%, and (ii) the seller files his premium and penalty with the Office of Price Administration at Washington, D. C., on or before September 1, 1944, or before charging any such premium.

Each seller's customary premiums and penalties for other variations of analysis shall remain in effect.

This amendment shall become effective July 31, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 26th day of July 1944.

JAMES G. ROGERS, JR.,
Acting Administrator.

[F. R. Doc. 44-11161; Filed, July 26, 1944; 11:32 a. m.]

PART 1439—UNPROCESSED AGRICULTURAL COMMODITIES

[MPR 426[1], Amdt. 43]

FRESH FRUITS AND VEGETABLES FOR TABLE USE, SALES EXCEPT AT RETAIL

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.*

Appendix J in section 15 is amended in the following respects:

1. In the first undesignated paragraph in paragraph (a), the list of items is amended by adding the following item:

Pears (all varieties except Forelle and Seckel.)

2. In paragraph (d) Table 5 is added, to read as follows:

TABLE 5—MAXIMUM PRICES FOR PEARS

Col. 1	2	3	4	5	6	7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum prices for fruit loaded on car or truck at shipping point	Maximum prices of sales delivered to any wholesale receiving point in any quantity	Maximum prices for sales by certain persons in less-than-carlots or less-than-trucklots delivered to the premises of any retail store, government procurement agency or institutional buyer [4]
				California and Josephine and Jackson Counties in Oregon		
1	Pears produced in California and in the counties of Josephine and Jackson in Oregon and packed in standard Western pear boxes (WPB L232 No. 54), and in one-way pear lugs (WPB L232 No. 56) and in two standard half-pear boxes (WPB L232 No. 55) with a net weight of not less than 46 pounds nor more than 50 pounds.	Per box, one-way lug or two half boxes	Beginning of season-Sept. 10	$3.60	Col. 5 price plus freight (including 3% transportation tax) from Sacramento, California, plus protective services.[1] [2]	Col. 6 price plus $1.06
2			Sept. 11-Oct. 10	$3.76		
3			Oct. 11-Nov. 10	$3.92		
4			Nov. 11-Dec. 10	$4.06		
5			Dec. 11-Jan. 10	$4.16		
6			Jan. 11-Feb. 10	$4.24		
7			Feb. 11-March 10	$4.36		
8			March 11-April 10	$4.46		
9			April 11—end of season	$4.60		
10	Pears produced in California and in Josephine and Jackson Counties of Oregon and packed in Washington pear lugs (WPB L232 No. 56) with a net weight of not less than 19 pounds nor more than 21 pounds.	Per lug	Beginning of season-Sept. 10	$1.50	Col. 5 price plus freight (including 3% transportation tax) from Sacramento, California, plus protective services.[1] [2]	Col. 6 price plus 45 cents.
11			Sept. 11-Oct. 10	$1.57		
12			Oct. 11-end of season	$1.64		
13	Pears produced in California and in Josephine and Jackson Counties of Oregon and packed in standard Western pear boxes (WPB L232 No. 54) and in one-way pear lugs (WPB L232 No. 56) and in two standard half-pear boxes (WPB L232 No. 55) with a net weight of less than 46 pounds or more than 50 pounds, and pears graded and packed in any other container, except Washington pear lugs.	Per pound	Beginning of season-Sept. 10	7.50 cents	Maximum price above for applicable month (Items 1-9) divided by 48.	Col. 6 price plus 2⅜ cents.
14			Sept. 11-Oct. 10	7.83 cents		
15			Oct. 11-Nov. 10	8.17 cents		
16			Nov. 11-Dec. 10	8.50 cents		
17			Dec. 11-Jan. 10	8.67 cents		
18			Jan. 11-Feb. 10	8.83 cents		
19			Feb. 11-Mar. 10	9.08 cents		
20			Mar. 11-Apr. 10	9.33 cents		
21			Apr. 11-end of season	9.58 cents		
22	Pears produced in California and in Josephine and Jackson Counties of Oregon and packed in Washington pear lugs with a net weight of less than 19 pounds or more than 21 pounds.	Per pound	Beginning of season-Sept. 10	7.50 cents	Maximum price above for applicable month (Items 10-12) divided by 20.	Col. 6 price plus 2⅜ cents.
23			Sept. 11-Oct. 10	7.83 cents		
24			Oct 11-end of season	8.17 cents		
25	Pears produced in California and in Josephine and Jackson Counties of Oregon and sold loose and ungraded in any container.	Per pound	All season	6.0 cents	Col. 5 price plus freight (Including 3% transportation tax) from Sacramento, California.[1] [2]	Col. 6 price plus 2⅜ cents.
26	Pears produced in California and in Josephine and Jackson Counties of Oregon and sold in bulk (loose without container, or in containers furnished by the buyer).	Per pound	All season	5.0 cents	Col. 5 price plus freight (including 3% transportation tax) from Sacramento, California.[1] [2]	Col. 6 price plus 2⅜ cents.
				Washington and Oregon Except Josephine and Jackson Counties		
27	Pears produced in all other areas and packed in standard Western pear boxes (WPB L232 No. 54), and in one-way pear lugs (WPB L232 No. 56), and in two standard half-pear boxes (WPB L232 No. 55) with a net weight of not less than 44 pounds nor more then 48 pounds.	Per box, one-way lug, or two half-boxes.	Beginning of season-Sept. 10	$3.45	Col. 5 price plus freight (including 3% transportation tax) from Yakima, Washington, plus protective services.[1] [3]	Col. 6 price plus $1.02.
28			Sept. 11-Oct. 10	$3.60		
29			Oct. 11-Nov. 10	$3.76		
30			Nov. 11-Dec. 10	$3.91		
31			Dec. 11-Jan. 10	$3.19		
32			Jan. 11-Feb. 10	$4.06		
33			Feb. 11-March 10	$4.18		
34			March 11-April 10	$4.29		
35			April 11-end of season	$4.41		

See footnotes at end of table.

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 16409, 16294, 15619, 16423, 17372; 9 F.R. 790, 902, 1581, 2008, 3091, 2493, 4030, 4086, 4437, 4787, 4877, 5926, 5929, 6104, 6108, 6420, 6711, 7434, 7259, 7268, 7580, 7425, 7583, 7759, 7774, 7834.

TABLE 5—MAXIMUM PRICES FOR PEARS—continued

Col. 1	2	3	4	5	6	7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum prices for fruit loaded on car or truck at shipping point	Maximum prices of sales delivered to any wholesale receiving point in any quantity	Maximum prices for sales by certain persons in less-than-carlots or less-than-trucklots delivered to the premises of any retail store, government procurement agency or institutional buyer [4]
				Washington and Oregon Except Josephine and Jackson Counties—Con.		
36	Pears produced in all other areas and packed in Washington pear lugs (WPB L232 No. 56) with a net weight of not less than 19 pounds nor more than 21 pounds.	Per lug	Beginning of season-Sept. 10	$1.50	Col. 5 price plus freight (including 3% transportation tax) from Yakima, Washington plus protective services.[1] [3]	Col. 6 price plus 45 cents.
37			Sept. 11-Oct. 10	$1.57		
38			Oct. 11-end of season	$1.64		
39	Pears produced in all other areas and packed in standard western pear boxes (WPB L232 No. 54), and in one-way pear lug (WPB L232 No. 56) and in two standard half-pear boxes (WPB L232 No. 55) with a net weight of less than 44 pounds or more than 48 pounds, and pears graded and packed in any other container, except Washington pear lugs.	Per pound	Beginning of season-Sept. 10	7.50 cents	Maximum price above for applicable month (Items 35-38) divided by 46.	Col. 6 price plus 2⅜ cents.
40			Sept. 11-Oct. 10	7.83 cents		
41			Oct. 11-Nov. 10	8.17 cents		
42			Nov. 11-Dec. 10	8.50 cents		
43			Dec. 11-Jan. 10	8.67 cents		
44			Jan. 11-Feb. 10	8.83 cents		
45			Feb. 11-March 10	9.08 cents		
46			March 11-April 10	9.33 cents		
47			April 11-end of season	9.58 cents		
48	Pears produced in all other areas and packed in Washington pear lugs with a net weight of less than 19 pounds or more than 21 pounds.	Per pound	Beginning of season-Sept. 10	7.50 cents	Maximum price above for applicable month (Items 36-38) divided by 20.	Col. 6 price plus 2⅜ cents.
49			Sept. 11-Oct. 10	7.83 cents		
50			Oct. 11—end of season	8.17 cents		
51	Pears produced in all other areas and sold loose and ungraded in any container.	Per pound	All season	6.0 cents	Col. 5 price plus freight (including 3% transportation tax) from Yakima, Washington.[1] [3]	Col. 6 price plus 2⅜ cents.
52	Pears produced in all other areas and sold in bulk (loose without container, or in container furnished by the buyer).	Per pound	All season	5.0 cents	Col. 5 price plus freight (including 3% transportation tax) from Yakima, Washington.[1] [3]	Col. 6 price plus 2⅜ cents

[1] Protective service allowances shall be added in accordance with the following groups of wholesale receiving points:

Wholesale receiving points	Allowance for protective services (Includes 3% tax)	
	Standard pear box, one-way lug, two half-pear boxes	Washington pear lug
1. In all states wholly East of the Mississippi River, except in Wisconsin and Illinois	$0.18	$0.09
2. In all other states, except in California, Oregon and Washington	.14	.07

[2] Maximum prices for sales delivered to wholesale receiving points in California Oregon and Washington shall be the price in Column 5 for the applicable producing area plus freight (including 3% transportation tax) from the shipping point, and plus actual protective service costs not to exceed the actual cost of protective services furnished and not to exceed the lowest common carrier charge for the same services (including 3% tax).

[3] No protective service allowance shall be added for pears sold loose and ungraded in any container, or in bulk.

[4] For the sellers covered by Column 7, see general provisions of this appendix.

3. In Table A in paragraph (e) item 5 is added to read as follows:

TABLE A.—MAXIMUM MARKUPS FOR DISTRIBUTIVE SERVICES PERFORMED BY CERTAIN PRIMARY SELLERS AND THEIR AGENTS TO BE ADDED TO MAXIMUM DELIVERED PRICE

(See Column 6 of tables in paragraph (e))

Col. 1	2	3	4	5	6	7	8	9	10	11	12
			Sales by growers				Sales by a grower-distributor, buyer-distributor and by a grower or any person through a grower's sales agent				
Item	Commodity	Unit	Through a broker in any quantity or through a commission merchant in carlots or trucklots [1] [2]	Through a commission merchant in less-than-trucklots or less-than-carlots [2]		Through an auction in less-than-carlots or less-than-trucklots [2]	Direct sale (without the use of broker or any other agent [1] [2]	Through a broker or salaried representative, or through a commission merchant in carlots or trucklots [1] [2]	Through an auction in less-than-carlots or less-than-trucklots [2]	Through a commission merchant in less-than-carlots or less-than-trucklots [2]	
				Ex-dock, car, truck or terminal sales platform	Ex-store or warehouse					Ex-dock, car, truck or terminal sales platform	Ex-store or warehouse
5	Pears	All States (all items, table 5), Standard Western Pear Box, One Way Lug, Two Standard ½ Pear Boxes:									
		40-50 pounds	$0.05	$0.21	$0.47	$0.10	$0.15	$0.20	$0.25	$0.36	$0.62
		44-48 pounds	.05	.21	.46	.10	.14	.19	.24	.35	.60
		Washington Pear Lug, 19-21 pounds	.02	.09	.20	.04	.07	.09	.11	.16	.27
		Above containers with net weight of less than or more than that specified for each container, and pears packed in all other containers, and those sold loose and ungraded in any container, or in bulk (loose without container, or in containers furnished by the buyer)—per pound.	1/10 cent	2/10 cent	1.0 cent	3/10 cent	3/10 cent	2/10 cent	½ cent	2/10 cent	1 3/10 cents

[1] Maximum markups listed above in columns 4, 8 and 9 may be added to the maximum prices for fruit loaded on car or truck at shipping point (column 5 of applicable table in paragraph (e)) for sales made by agents of growers and primary sellers, other than growers, f. o. b. shipping point.

[2] For purposes of computing the maximum price, the amounts set forth in columns 4, 8 and 9 shall be used, but the maximum charge that may be made by any selling agent shall be determined under MPR 165, as amended, as between such selling agent and his principal.

[3] The actual charge not to exceed the maximum allowable charge under MPR 165 shall be used instead of the markup listed in columns 5, 6, 7, 10, 11 and 12 if the amount of such actual charge is lower than the amount shown.

4. In Table B in paragraph (e) item 5 is added to read as follows:

TABLE B.—MAXIMUM MARKUPS FOR DISTRIBUTIVE SERVICES PERFORMED BY CERTAIN SELLERS OTHER THAN PRIMARY SELLERS AND THEIR AGENTS TO BE ADDED TO MAXIMUM DELIVERED PRICES

(See column 6 of tables in paragraph (d))

Col. 1	2	3	4	5	6	7	8	9
Item No.	Commodity	Unit	Sales by any person other than a grower or grower-distributor or buyer-distributor who has purchased a carlot or truckload and resells such carlot or truckload unbroken	Sales by primary receivers in less-than-carlots or less-than-truckloads		Sales by secondary jobbers in any quantity delivered to premises of the purchaser	Sales by service wholesalers delivered to premises of any retail store, Government procurement agency or institutional buyer within the free delivery zone	
				Through an auction or ex-car, dock, truck or terminal sales platform	Ex-store or ex-warehouse		Original container and quantities in excess of half of original container	Half original container or less
5	Pears	All States (all items) Standard Western Pear Box, One way lug, Two Standard ½ Pear Boxes:						
		46-50 pounds	$0.33	$0.41	$0.67	$1.06	$1.06	
		44-48 pounds	.31	.40	.65	1.02	1.02	
		Washington Pear Lug—19-21 Pounds	.14	.18	.29	.45	.45	
		Above containers with net weight of less than or more than that specified for each container, and pears packed in all other containers and those sold loose and ungraded in any container or in bulk (loose without container or in containers furnished by the buyer)—per pound.	7/10 cent	9/10 cent	1-4/10 cents	2-2/10 cents	2-2/10 cents	2-2/10 cents

This amendment shall become effective as to maximum prices f. o. b. shipping point on 12:01 a. m., July 25, 1944, and as to all other maximum prices as follows:

(1) On August 8, 1944 for all states wholly east of the Mississippi River except Illinois and Wisconsin;

(2) On August 3, 1944 for all other states except California, Oregon and Washington;

(3) On July 29, 1944 for California, Oregon and Washington.

Issued this 24th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

Approved: July 20, 1944.

ASHLEY SELLERS,
Acting War Food Administrator.

Pursuant to the authority vested in me by the Emergency Price Control Act of 1942, as amended, and the Stabilization Act of 1942, as amended, I hereby approve the prices established by the foregoing amendment and find that they are necessary as an aid to the effective prosecution of the war.

FRED M. VINSON,
Director,
Office of Economic Stabilization.

[F. R. Doc. 44-11069; Filed, July 24, 1944; 3:54 p. m.]

Chapter XIII—Petroleum Administration for War

[Recommendation 5, Revocation]

PETROLEUM PRODUCTS IN DISTRICT ONE

Recommendation No. 5 of the Office of Petroleum Coordinator for National Defense, 6 F.R. 5015, is hereby revoked, effective immediately.

(E.O. 9276, 7 F.R. 10091; E.O. 9319, 8 F.R. 3687)

Issued this 25th day of July 1944.

RALPH K. DAVIES,
Deputy Petroleum
Administrator for War.

[F. R. Doc. 44-11111; Filed, July 25, 1944; 11:07 a. m.]

[Recommendation 10, Revocation]

MARKETING OF PETROLEUM PRODUCTS IN ATLANTIC COAST AREA

Recommendation No. 10 of the Office of Petroleum Coordinator for National Defense, 6 F.R. 5018, is hereby revoked, effective immediately.

(E.O. 9276, 7 F.R. 10091; E.O. 9319, 8 F.R. 3687)

Issued this 25th day of July 1944.

RALPH K. DAVIES,
Deputy Petroleum
Administrator for War.

[F. R. Doc. 44-11112; Filed, July 25, 1944; 11:07 a. m.]

TITLE 46—SHIPPING

Chapter I—Coast Guard: Inspection and Navigation

Subchapter O—Regulations Applicable to Certain Vessels and Shipping During Emergency

PART 153—BOATS, RAFTS AND LIFE SAVING APPLIANCES, REGULATIONS DURING EMERGENCY

WAIVER OF NAVIGATION AND VESSEL INSPECTION REGULATIONS

Cubic capacity of lifeboats on EC-2 (Liberty) type vessels.

Vessels engaged in business connected with the conduct of the war.

The Acting Secretary of the Navy having by order dated 1 October, 1942 (7 F.R. 7979) waived compliance with the navigation and vessel inspection laws administered by the United States Coast Guard, in the case of any vessel engaged in business connected with the conduct of the war to the extent and in the manner that the Commandant, United States Coast Guard, shall find to be necessary in the conduct of the war; and

The War Shipping Administration, having indicated that the efficient prosecution of the war would be impeded by the application to certain ocean and coastwise vessels of certain inspection regulations requiring cubic-carrying capacity of lifeboats provided to be calculated on the basis of 15 cubic feet per person;

Now, therefore, upon request of the War Shipping Administration, I hereby find it to be necessary in the conduct of the war that there be waived compliance with Vessel Inspection Regulations administered by the United States Coast Guard, 46 CFR, Cum. Supp., 153.3 (c), Subchapter O (7 F.R. 7617) to the extent that ocean and coastwise vessels of the EC-2 (Liberty) type, receiving their first certificates of inspection after 1 January 1943, shall be permitted to operate with 4 lifeboats, each having a cubic-carrying capacity calculated on the basis of 10 cubic feet per person: *Provided*, That at least 2 of the life rafts required by § 153.2 (b), Subchapter O, on such vessels shall be of the improved type which shall be carried so that one improved type life raft shall be stowed on one side of the vessel forward, and the other improved type raft is stowed on the opposite side of the vessel aft.

Dated: July 21, 1944.

R. R. WAESCHE,
Vice Admiral, U. S. C. G.,
Commandant.

[F. R. Doc. 44-11139; Filed, July 26, 1944; 9:56 a. m.]

Chapter III—War Shipping Administration

[Rev. G. O. 6, Supp. 7]

PART 305—INSURANCE

CARGO INSURANCE

Subpart A—Cargo Insurance, of General Order 6, Revised is amended as follows:

1. Effective thirty (30) days from and after the date of publication of this supplement in the FEDERAL REGISTER, § 305.1 *Introductory* (8 F.R. 3423, 9 F.R. 5697) is amended by striking out the following from the first paragraph:

(4) Chrome ore, manganese ore shipped by water from ports in India or Ceylon, 6211.000–6211.300, 6213.100–6213.500.

2. Effective as to all shipments, (a) Under Ocean Bills of Lading dated on or after the 26th day of August, 1944 or (b) If Ocean Bills of Lading not issued, under equivalent shipping documents dated on or after said date, or (c) If no Ocean Bills of Lading or equivalent shipping documents are issued, or the same are undated, laden on overseas vessel on and after said date, Clause 21 of Part II of § 305.118 *Warshipopencargo policy form*, (8 F.R. 3423, 8875, 15800) is amended by striking out therefrom the following:

(4) Chrome ore, manganese ore, shipped by water from ports in India or Ceylon, 6211.000–6211.300, 6213.100–6213.500.

(E.O. 9054, 7 F.R. 837, 54 Stat. 689, as amended)

[SEAL] E. S. LAND,
Administrator.

JULY 25, 1944.

[F. R. Doc. 44-11144; Filed, July 26, 1944; 10:49 a. m.]

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter I—Interstate Commerce Commission

[S. O. 216-A]

PART 95—CAR SERVICE

WEIGHING OF SAND, GRAVEL OR AGGREGATES IN CARLOADS

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 25th day of July, A. D. 1944.

Upon further consideration of Service Order No. 216 (9 F.R. 7527-28) of July 3, 1944, and good cause appearing therefor: *It is ordered*, That:

Service Order No. 216 (9 F.R. 7527-28) of July 3, 1944, prohibiting the weighing of sand, gravel or aggregates in carloads for use on government construction at Dalhart, Texas, be, and it is hereby, vacated. (40 Stat. 101, sec. 402, 41 Stat. 476, sec. 4, 54 Stat. 901; 49 U.S.C. 1 (10)-(17)).

And it is further ordered, That this order shall become effective 12:01 a. m., July 26, 1944; that a copy of this order and direction shall be served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this order shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

By the Commission, Division 3.

[SEAL] W. P. BARTEL,
Secretary.

[F. R. Doc. 44-11168; Filed, July 26, 1944; 11:41 a. m.]

Notices

CIVIL AERONAUTICS BOARD.

[Docket No. 152, et al.]

ROCKY MOUNTAIN CASE

NOTICE OF HEARING

In the matter of the applications of Airway Motor Coach Lines, Inc., Colorado Airways, Denver and Rio Grande Western Railroad Co., Frontier Airways, Inc., Hansen Flying Service, Inland Air Lines, Inc., Intermountain Air Lines (formerly Jackson, Jackson & Drapela), Massey & Ransom Flying Service, Midwest Airways, Mountain States Aviation, Inc., Pueblo Air Service, Ray Wilson, Inc., Rio Grande Motor Way, Inc., Salt Lake Transit, Inc., Summit Airways, Inc., Thomas Air Service, and Western Air Lines, Inc., for certificates and amendment of existing certificates of public convenience and necessity, and for the approval of certain relationships of Braniff Airways, Inc., Mountain States Aviation, Inc., and Ray Wilson, Inc., under sections 401 and 408 of the Civil Aeronautics Act of 1938, as amended.

Notice is hereby given, pursuant to the Civil Aeronautics Act of 1938, as amended, particularly sections 401 and 1001 of said act, that a hearing in the above-entitled proceeding is assigned to be held on September 5, 1944, at 10:00 a. m. (mountain war time) at the Brown Palace Hotel, Denver, Colorado before Examiner William J. Madden.

Dated Washington, D. C., July 25, 1944.

By the Civil Aeronautics Board.

[SEAL] FRED A. TOOMBS,
Secretary.

[F. R. Doc. 44-11142; Filed, July 26, 1944; 10:32 a. m.]

[Docket No. 851, et al.]

HAWAIIAN CASES

NOTICE OF HEARING

In the matter of the applications of Hawaiian Airlines, Ltd., Matson Navigation Company, Northwest Airlines, Inc., Western Air Lines, Inc., United Air Lines, Inc., Ryan School of Aeronautics, Inc., and Ryan Aeronautical Company, for certificates and amendment of existing certificates of public convenience and necessity, under section 401 of the Civil Aeronautics Act of 1938, as amended.

Notice is hereby given, pursuant to the Civil Aeronautics Act of 1938, as amended, particularly sections 401 and 1001 of said Act, that a hearing in the above-entitled proceeding is assigned to be held on September 5, 1944, at 10 a. m. (eastern war time), in Conference Room A, Departmental Auditorium, at Constitution Avenue between 12th and 14th Streets, NW., Washington, D. C., before Examiner Thomas L. Wrenn.

Dated Washington, D. C., July 24, 1944.

By the Civil Aeronautics Board.

[SEAL] FRED A. TOOMBS,
Secretary.

[F. R. Doc. 44-11143; Filed, July 26, 1944; 10:32 a. m.]

OFFICE OF DEFENSE TRANSPORTATION.

[Supp. Order ODT 6A-31]

COMMON CARRIERS

COORDINATED OPERATIONS IN METROPOLITAN WASHINGTON, D. C.

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof to facilitate compliance with the requirements and purposes of General Order ODT 6A (8 F.R. 8757, 14582; 9 F.R. 2794), a copy of which plan is attached hereto as Appendix 2,[1] and

It appearing that the proposed coordination is necessary in order to conserve and providently utilize vital transportation equipment, materials and supplies; and to provide for the continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war; *It is hereby ordered*, That:

1. The plan for joint action above referred to is hereby approved and the persons named in Appendix 1 hereof are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or schedules, or supplements to filed tariffs or schedules, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or schedules, or supplements, to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of serv-

[1] Filed as part of the original document.

ice by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers' possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. The plan for joint action hereby approved and all contractual arrangements made to effectuate the plan shall not continue in operation beyond the effective period of this order.

7. Communications concerning this order should refer to "Supplementary Order ODT 6A–31" and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Washington, D. C.

This order shall become effective July 31, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 26th day of July 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

APPENDIX 1

Kane Transfer Co., Washington, D. C.
Charles W. Poole and Brereton Poole, doing business as Poole's Drayage Co., Washington, D. C.

[F. R. Doc. 44–11136; Filed, July 26, 1944; 10:17 a. m.]

OFFICE OF PRICE ADMINISTRATION.

[MPR 120, Order 879]

O. J. PHARAOH

ESTABLISHMENT OF MAXIMUM PRICES

Order No. 879 under Maximum Price Regulation No. 120. Bituminous coal delivered from mine or preparation plant. Order establishing maximum prices for coals of O. J. Pharaoh. Docket No. 3120–737.

For the reasons set forth in an opinion issued simultaneously herewith and in accordance with § 1340.210 (a) (6) of Maximum Price Regulations No. 120, *It is ordered:*

(a) The Keystone Mine of O. J. Pharaoh, Henryetta, Oklahoma, is hereby assigned Mine Index No. 2011.

(b) Coals produced by O. J. Pharaoh, Henryetta, Oklahoma, from its Keystone Mine, Mine Index No. 2011 in District No. 15, may be purchased and sold for the indicated uses and movements at per net ton prices not exceeding the following:

	Size group									
	1	2	3	4	6	8	9	10	11	14
Rail shipment	$3.40	$3.40	$3.40	$3.30	$3.05	$2.50	$2.70	$1.75	$2.60	$1.45
Truck shipment	4.35	4.35	4.35	3.90	3.45	2.35	3.10	2.15	2.25	1.90

RAILROAD LOCOMOTIVE FUEL

Any size except 1¼ x 0 unwashed	$2.70
1¼ x 0 unwashed	2.30

(c) The prices established herein are f. o. b. the mine for truck shipments, and f. o. b. the rail shipping point for rail shipments and for railroad locomotive fuel.

(d) All prayers of applicant not granted herein are hereby denied.

(e) This order may be revoked or amended at any time.

(f) Unless the context otherwise requires, the definitions set forth in § 1340.208 of Maximum Price Regulation No. 120 shall apply to the terms used herein.

This order shall become effective July 27, 1944.

(56 Stat. 23, 765; Pub. Laws 151 and 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 26th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–11167; Filed, July 26, 1944; 11:31 a. m.]

[MPR 188, Rev. Order 1609]

BASIC REFRACTORIES, INC.

AUTHORIZATION OF MAXIMUM PRICES

Revised Order No. 1609 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers maximum prices for specified building materials and consumers' goods other than apparel. Authorization of maximum prices for Zircoat for C & D Supercoat by Basic Refractories, Incorporated.

Order No. 1609 under Maximum Price Regulation No. 188 is revised and amended to read as follows:

For the reasons set forth in an opinion, issued simultaneously herewith, and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and the Stabilization Act of 1942, as amended, and pursuant to § 1499.158 of Maximum Price Regulation No. 188, *It is ordered:*

(a) Specific authorization is hereby granted to Basic Refractories, Incorporated, to sell and deliver Zircoat and C & D Supercoat at the following prices:

	Col. (1) Maximum price to distributors per cwt. f. o. b. Nario, Ohio	Col. (2) Maximum price to consumers per cwt. f. o. b. Nario, Ohio
Less than 500#	$8.75	$14.50
500# to less than 2,000#	8.50	13.00
2,000# to less than 30,000#	8.00	11.50
30,000# to less-than-carload	8.00	10.75
Carload	8.00	10.00

(b) No person may sell Zircoat or C & D Supercoat to a consumer at prices in excess of the maximum prices set forth in Column (2) above.

(c) Basic Refractories, Incorporated, shall file with the Office of Price Administration, Building Materials Price Branch, Washington 25, D. C., on or before September 1, 1944, a detailed report covering its first 90 days operation after the effective date of this order showing the following information:

(1) Detailed breakdown of the cost of producing and selling Zircoat and C & D Supercoat for sales to different classes of purchasers during the 90-day period, showing separately the quantities produced.

(2) Total Zircoat and C & D Supercoat sales in quantities and dollars for the 90-day period, segregated as to sales made to different classes of purchasers.

This Revised Order No. 1609 may be revoked or amended by the Price Administrator at any time.

This Revised Order No. 1609 shall be effective as of May 18, 1944.

Issued this 26th day of July 1944.

JAMES G. ROGERS, Jr.
Acting Administrator.

[F. R. Doc. 44–11166; Filed, July 26, 1944; 11:31 a. m.]

[MPR 188, Order 1930]

SCHMITT & HENRY MFG. CO.

APPROVAL OF MAXIMUM PRICES

Order No. 1930 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of an unfinished gateleg table and an unfinished bookcase manufactured by Schmitt & Henry Manufacturing Co.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of an unfinished gateleg table and an unfinished bookcase manufactured by Schmitt & Henry Manufacturing Co., 301–325 Eighth Street, Des Moines, Iowa.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the article from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
		Each	*Each*
Unfinished gateleg table	1143	$3.19	$3.75
Unfinished bookcase	1243	2.64	3.10

These prices are f. o. b. factory.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subparagraph (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum prices are those set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
		Each
Unfinished gateleg table	1143	$3.75
Unfinished bookcase	1243	3.10

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 27th day of July 1944.

Issued this 26th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–11164; Filed, July 26, 1944; 11:30 a. m.]

[MPR 188, Order 1931]

READ MACHINERY CO., INC.

APPROVAL OF MAXIMUM PRICES

Order No. 1931 under §1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of splints, bars, pins and accessories manufactured by Read Machinery Company, Inc.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales of splints, bars, pins and accessories manufactured by the Read Machinery Company, Inc., York, Pennsylvania.

(1) The maximum prices for all sales and deliveries by the manufacturer, Read Machinery Company, Inc. of the articles described in its application dated February 9, 1944 from the time Maximum Price Regulation No. 188 became applicable to those sales and deliveries are as follows:

Article:	*Maximum prices for sales to General Electric X-Ray Corp. (Each)*
OJ Jaw splint	$6.88
O Metacarpal splint	7.50
#1 Radius & ulna splint	13.25
#2 Humeral splint	15.12
#3 Tibial splint	17.00
Rt. angle pin bars	1.88
#3 Extra pin bars	1.08
Pin Cutter	20.00
Medium end wrench	.75
Pin handle	1.25
Humeral pin	.35

These prices are f. o. b. York, Pennsylvania.

On and after the effective date of this Order, the General Electric X-Ray Corporation, 205 E. 42d Street, New York, New York, may sell and deliver the articles described in (1) above at prices no higher than those set forth below, f. o. b. its warehouse.

Article	Maximum price for sales to dealers	Maximum price for sales to consumers
	Each	*Each*
OJ Jaw splint	$9.17	$13.75
O Metacarpal splint	10.00	15.00
#1 Radius & ulna splint	17.67	26.50
#2 Humeral splint	20.17	30.25
#3 Tibial splint	22.67	34.00
RT. angle pin bars	2.50	3.75
#3 Extra pin bars	1.43	2.15
Pin cutter	26.67	40.00
Medium end wrench	1.00	1.50
Pin handle	1.67	2.50
Numeral pin	.47	.70

(b) Within four months after the effective date of this Order, Read Machinery Company shall submit to the Office of Price Administration, Washington, D. C., a profit and loss statement with respect to its sales of the items covered by this order during the three month period following the effective date of this order.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on July 27, 1944.

Issued this 26th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–11165; Filed, July 26, 1944; 11:30 a. m.]

Regional and District Office Orders.

[Region VIII Order G–79 Under 18 (c), Amdt. 2]

FIREWOOD IN DESIGNATED AREAS IN CALIFORNIA

Amendment No. 2 to Order No. G–79 under § 1499.18 (c), as amended, of the General Maximum Price Regulation. Adjusted maximum prices for firewood in certain areas in California.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.18 (c), as amended, of the General Maximum Price Regulation, Order No. G–79 is amended in the following respects:

Appendix F is hereby amended to read as set forth in the exhibit attached hereto and by reference made a part hereof.

This order shall become effective July 21, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 17th day of July 1944.

CHAS. R. BAIRD,
Regional Administrator.

APPENDIX F—MAXIMUM PRICES FOR FIREWOOD

DEL NORTE AND HUMBOLDT COUNTIES

I. Retail Delivered Prices Cord Wood (Cordwood shall not include mill blocks, millwood or slabwood).

Dry, medium dry, or green	Per cord of 128 cubic feet—tiered					
	4 feet	2 feet	16 inches	12 inches	8½–10 inches	Assorted lengths 2 feet and under
Pine (fir)	9.50	11.50	12.00	13.50	14.00	-----
Oak (any kind)	11.00	14.00	15.00	16.00	16.50	-----
Madrone	11.00	14.00	15.00	16.00	16.50	-----
Eucalyptus (gum)	9.00	11.00	12.00	13.50	14.00	-----
Orchard (any kind)	9.00	11.00	12.00	13.50	14.00	13.50
Redwood	9.00	10.00	11.00	11.50	12.00	-----
Cedar	9.00	10.00	11.00	11.50	12.00	-----
Manzanita	10.00	-----	-----	-----	-----	15.00

Fractional cord maximum prices

Half cord prices: Divide cord price by 2 and add 25 cents.

Third cord prices: Divide cord price by 3 and add 35 cents.

Quarter cord prices: Divide cord price by 4 and add 45 cents.

Fifth cord prices: Divide cord price by 5 and add 55 cents.

Charges may be made in addition to the above prices as follows:

1. For sale of wood split to stovewood size, $3.00 per cord (fractional cord in proportion).
2. "Storage charge" as defined in the order, $2.00 per cord (fractional cord in proportion).

II. Sack stovewood (retail prices per sack).

Dry, medium dry, or green	Cash and carry	Delivered
Any kind of cordwood in Section I (above)	55	60
Mill blocks, millwood, or slabwood	55	60

Sack size: 22 inches by 36 inches (minimum).
Deposit of 15 cents may be required on the sack.

III. Mill Blocks, Millwood, and Slab Wood Retail Maximum Prices—Delivered

	Loose bulk measure per load 128 cu. ft.
Kind of wood:	
Green pine	*$5.75
Green redwood	*3.50
Green mixed pine and redwood	*4.80
Air-dry pine	6.80
Air-dry redwood	6.70
Air-dry pine and redwood	6.75
Kiln-dry redwood	6.50
Kiln-dry pine	6.60
Green cedar	3.50
Air or kiln dry cedar	6.00
Heater blocks (all kinds)	5.00

	Tiered in tight per cord 128 cu. ft.
Six foot stickers (kiln-dry pine and redwood)	6.00
Two and four foot stickers (pine and redwood trimmings)	6.00

*For deliveries in Fortuna, add $1.00 per load. For deliveries in Ferndale, add $2.00 per load. These additions apply only to green pine, green redwood and mixed green pine and redwood.

Fractional cord or load maximum prices—Delivered

Where any of the above kinds of wood is sold in a fraction of a cord or load of 128 cu. ft., the maximum price for each such fraction shall be the proportionate fraction of the above price for the full cord or load of the kind of wood being sold.

IV. Cordwood sales other than at retail cutter's sal at roadside (cordwood shall not include mill blocks, millwood or slabwood).

Dry, medium dry, or green	Per cord of 128 cubic feet—tiered in tight					
	4 feet	2 feet	16 inches	12 inches	8½–10 inches	Assorted lengths, 2 feet and under
Pine (fir)	5.00	5.50	6.00	7.00	7.50	-----
Oak (any kind)	7.00	7.50	8.00	9.00	9.50	-----
Madrone	7.00	7.50	8.00	9.00	9.50	-----
Eucalyptus (gum)	5.00	5.50	6.00	7.00	7.50	-----
Redwood	4.00	4.50	5.00	6.00	6.50	-----
Cedar	4.00	4.50	5.00	6.00	6.50	-----

For sale of wood split to stovewood size, $3.00 per cord may be added to the above cord prices. The above cord prices are for sales at roadside near cutter's lot.

V. Carlot Sales Other than at Retail, Millblocks, Millwood, Slabwood. Prices f. o. b. railroad loading out point. Dry, medium dry or green, in carload lots.

	Cord of 128 cu. ft. tiered tight
Pine (4, 6, or 8 ft. length)	$5.50
Redwood (4, 6, or 8 ft. length)	4.50
Mixed pine and redwood (4, 6, or 8 ft. length)	5.00

	Load of 128 cu. ft. loose measure
Pine (16 inches and under)	$3.55
Redwood (16 inches and under)	2.20
Mixed pine and redwood (16 inches and under)	3.40

Price of millwood, millblocks and slabwood sold by a mill at wholesale shall remain under General Maximum Price Regulation.

[F. R. Doc. 44–11066; Filed, July 24, 1944; 2:39 p. m.]

[Region I Order G–6 Under MPR 426]

FRESH FRUITS AND VEGETABLES IN BOSTON, MASS., AREA

Order No. G–6 under section 2 (d) of Maximum Price Regulation No. 426.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region I of the Office of Price Administration by section 2 (d) of Maximum Price Regulation No. 426, *It is hereby ordered:*

(a) The following sellers are hereby found to be "purveyors" according to the definition contained in section 8 (a) (14) of Maximum Price Regulation No. 426.

Batchelder & Snyder Company, Inc.	55 Blackstone Street, Boston, Mass.
Curley Brothers	17 So. Market Street, Boston, Bass.
S. S. Learnard Co.	18 Faneuil Hall Exchange, Boston, Mass.
Lowell Brothers & Bailey Co.	47–48 South Market Street, South Boston, Mass.
Miller Produce Co.	6 Faneuil Hall, Boston, Mass.
O'Connell & Costa, Inc.	42 North Market Street, Boston, Mass.
Stacey & Vassallo Fruit Company, Inc.	6 South Market Street, Boston, Mass.
Young & Company, Inc.	4 New Faneuil Market, Boston, Mass.

(b) When making sales to institutional users of goods which have been handled in the manner set forth in section 8 (a) (14) of Maximum Price Regulation No. 426 (and not when selling unbroken containers) the maximum mark-ups which the sellers named in paragraph (a) of this order may add to the "maximum prices for sales delivered to any wholesale receiving point in any quantity "established in accordance with Column 6 of the table applicable contained in paragraph (b) of Appendix H, Article III, section 15 or in paragraph (c) of Appendix I, Article III, section 15 of Maximum Price Regulation No. 426 shall be as follows:

Commodity	Standard container & minimum contents	For full repacked standard container	Maximum markups per pound	
			More than one-half container	One-half container or less
Beans, snap (green or wax)	Bu. 28 lbs. net	$1.13	$0.0403	$0.0501
Carrots, bunched, each weighing 1 lb. or more	1A Crate 72 bunches	1.35	1.225	1.275
Carrots, bunched, bunches weighing less than 1 lb.	Any	-----	.0187	.0227
Carrots, topped, (tops less than 1½ inches)	Any	-----	.014	.017
Cucumbers:				
All except hot house	Bu. 48 lbs. net	1.13	.0235	.0335
Hot house	Any	-----	.038	.038
Egg plant	1⅑ bu. 45 lbs. net	1.35	.03	.04
Grapefruit, white & pink:				
California & Arizona	1⅗ bu. 68 lbs. net	.98	.0144	.0161
Florida "Indian River"	1⅗ bu. 80 lbs. net	.98	.0122	.0142
All other	1⅗ bu. 80 lbs. net	.98	.0122	.0142
Lemons	1⅗ bu. 79 lbs. net	1.35	.017	.019
Oranges:				
California & Arizona	1⅗ bu. 77 lbs. net	1.13	.0146	.0161
Florida "Indian River"	1⅗ bu. 90 lbs. net	1.13	.0125	.0145
All other	1⅗ bu. 90 lbs. net	1.13	.0125	.0145
Peas	1 bu. 28 lbs. net	1.35	.0403	.0503
Pepper, sweet	1⅑ bu. 37 lbs. net	1.13	.0364	.0461
Spinach	1 bu. 18 lbs. net	.68	.0377	.0477
Strawberries	1 lb.	.0495	.0495	.0495
	1 pt.	.075	-----	-----
	1 qt.	1.20	-----	-----
	24 pt. crate	1.13	-----	-----
	24 qt. crate	1.80	-----	-----

[1] Per dozen.

(c) This order applies to sales from the selling establishments of the purveyors listed in paragraph (a) located in the City of Boston, Commonwealth of Massachusetts.

(d) This order may be revoked, amended or corrected at any time.

This order becomes effective on July 17, 1944.

(56 Stat. 23, 765, 57 Stat. 566, Pub. Law 383, 78th Cong., E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681, R.G.O. 51, 8 F.R. 408)

Issued this 13th day of July 1944.

EDGAR J. DRISCOLL,
Acting Regional Administrator.

[F. R. Doc. 44–11130; Filed, July 25, 1944; 12:45 p. m.]

[Portland Order G–1, Incl. Am. 1, Under 18 (c)]

FIREWOOD IN WHITE SALMON, WASH.-HOOD RIVER, OREG., AREA

Order No. G–1, including Amendment 1, under § 1499.18 (c), as amended, of the General Maximum Price Regulation. Adjusted maximum prices for firewood in the White Salmon, Washington-Hood River, Oregon, areas.

For reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the District Director of the Portland District Office of the Office of Price Administration by § 1499.18 (c), as amended, of the General Maximum Price Regulation, *It is hereby ordered:*

(a) The maximum prices as established by section 2 and 3 of the General Maximum Price Regulation, or by previous order issued pursuant to such regulation, or by any supplementary regulation thereto, for sale and delivery of the types of firewood specified below in the White Salmon-Hood River areas, are hereby adjusted so that the maximum prices therefor shall be:

Type of firewood	Maximum price per cord delivered to premises of buyer	Maximum price per cord in the woods
16" old growth fir forest wood	$10.00	$5.75
4' old growth	8.75	4.75
16" second growth fir	9.00	4.75
4' second growth fir forest wood	7.75	4.00

(b) *Definitions.* (1) "White Salmon area" as herein stated means that portion of Klickitat County in the State of Washington that is bounded on the west by the county line, on the south by the Columbia River, on the north by the county line as far east as Glenwood, and on the east by a straight line drawn between Glenwood and Klickitat, and by the Klickitat River from Klickitat to Lyle. Included are the cities of White Salmon, Bingen, Lyle, and Klickitat.

(2) "Hood River area" as herein stated means that portion of the State of Oregon which is within a 5 mile radius of the city limits of the City of Hood River.

(c) Each seller shall keep this order together with his base period price list in his place of business and make it available for inspection by any person during business hours.

(d) No seller shall evade any of the provisions of this order by changing his customary allowances, discounts, or the price differentials, unless such change results in a lower price.

(e) Every seller affected by this order shall remain subject to all other provisions of the General Maximum Price Regulation.

(f) To the extent that application has been made for prices higher than the prices hereby established, such applications are denied. This applies to aplications filed by the following sellers:

A. C. Purdy, White Salmon, Washington.
Art Collins, White Salmon, Washington.
John Nichols, White Salmon, Washington.
Myers Trading Company, White Salmon, Washington.
August Hildring, Glenwood, Washington.
Ray Carter, Appleton, Washington.
George M. Powell, Lyle, Washington.

(g) this order may be revoked, amended, or corrected at any time.

(h) *Invoices and records.* Every person making a sale of firewood for which a maximum price is set by this order shall give the purchaser or his agent at the time of the sale an invoice or other memorandum of sale, which shall show:

(1) The date of sale.
(2) The name and address of the buyer and seller.
(3) The quantity of firewood sold.
(4) Description of firewood sold, in the same manner as it is described in this order. (This shall include the kind of wood, i. e., hard, soft, or mixed, and length of pieces of wood.)
(5) The place of sale. (If the price is dependent on place of delivery, then the place of delivery shall be stated.)
(6) *The total price of the wood.* On the invoice or memorandum, a separate statement shall be made of any discounts and of each service rendered such as delivery, carrying, and stacking, and the charge made for each such service. The seller shall keep an exact copy of such invoice or memorandum for a period of two years and such copy shall be made available for inspection by the Office of Price Administration.

NOTE: The record keeping provision of this order has been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

This order shall become effective April 12, 1944.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 29th day of June 1944.

MCDONNELL BROWN,
District Director.

[F. R. Doc. 44–11131; Filed, July 25, 1944; 12:45 p. m.]

[Region VIII Order G–3 Under MPR 188, Amdt. 2]

BRICK IN LOS ANGELES COUNTY, CALIF.

Amendment No. 2 to Order No. G–3 under Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumer's goods other than apparel. Adjusted maximum prices for sales of common brick in Los Angeles County, California.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.161 (a) (2) of Maximum Price Regulation No. 188, *It is hereby ordered,* That Order No. G–3 under Maximum Price Regulation No. 188 be amended in the following particulars:

Paragraph (e) is amended by striking out the date August 1, 1944, and inserting in its place the date December 1, 1944.

This amendment No. 2 shall become effective July 25, 1944.

(56 Stat. 23, 765, 57 Stat. 566, Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 20th day of July 1944.

CHAS. R. BAIRD,
Regional Administrator.

[F. R. Doc. 44–11132; Filed, July 25, 1944; 12:46 p. m.]

[Region VIII Order G–9 Under 3 (c)]

FRESH GREEN BONES IN NORTHERN CALIFORNIA

Order No. G–9 under § 1499.3 (c), as amended of the General Maximum Price Regulation. Fresh green bones.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator by § 1499.3 (c), as amended, of the General Maximum Price Regulation; *It is hereby ordered:*

(a) The maximum price for sales of fresh green bones by renderers in the Northern California areas shall be $25 per ton f. o. b. renderer's plant.

(b) *Definitions.* 1. "Fresh green bones" mean fresh uncooked bones derived from boning carcasses or wholesale cuts of fresh beef, veal, mutton, lamb, or hogs.

2. "Renderer" is a person who purchases or receives fresh green bones for the purpose of producing tallow, grease, tankage, or bonemeal.

3. "Northern California area" means that portion of California lying north of the northern boundaries of the Counties of San Luis Obispo, Kern, and San Bernardino.

(c) This order may be revoked, amended, or corrected at any time.

This order shall become effective July 19, 1944.

(56 Stat. 23, 765; 57 Stat. 566, Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 14th day of July 1944.

L. F. GENTNER,
Regional Administrator.

[F. R. Doc. 44-11133; Filed, July 25, 1944; 12:45 p. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 54-100]

AMERICAN POWER & LIGHT CO.

NOTICE OF FILING AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 24th day of July, A. D. 1944.

Notice is hereby given that an application has been filed with the Commission pursuant to section 11 (e) of the Public Utility Holding Company Act of 1935 ("the Act") by American Power & Light Company ("American"), a subsidiary of Electric Bond and Share Company, both registered holding companies. American seeks approval of a plan designed to retire at 100% of principal amount plus accrued interest American's Gold Debenture Bonds 6% Series due 2016 and the 6% Gold Debenture Bonds Series A due 2022 of Southwestern Power & Light Company, assumed by American, with a provision for reinstatement of such debenture bonds on payments of principal amount in the event that the order of dissolution directed by the Commission to American, described below, should be held invalid by the Supreme Court of the United States.

American had outstanding, as of May 31, 1944, $34,445,500 principal amount of Gold Debenture Bonds 6% Series due 2016 issued by it and $3,408,400 principal amount of 6% Gold Debenture Bonds Series A due 2022 issued by Southwestern Power & Light Company and assumed by American. As of June 23, 1944 American had in its treasury approximately $23,000,000 in cash and short term United States Government securities. American expects to receive in excess of $11,000,000 in additional cash from payment of the debentures of The Montana Power Company, subsidiary of American and the notes of Glacier Production Company, a subsidiary of Montana Power Company, held by American. It is stated that the additional cash which will be necessary to enable American to redeem its outstanding debenture bonds will be obtained by it either from the sale of securities in its portfolio or from bank borrowings at low rates of interest.

On August 22, 1942 an order of this Commission directing the termination of the existence of American and directing its dissolution, was entered. (Holding Company Act Release No. 3750) American filed a petition for review of said order in the United States Circuit Court of Appeals which on May 17, 1944 affirmed the Commission's order and on April 18, 1944 denied American's application for rehearing. American has since applied to the United States Supreme Court for a writ of certiorari upon which application said court has as yet rendered no decision. It is stated in the present filing that the proposed retirement of debenture bonds is a necessary step for compliance with the order of dissolution.

The transactions proposed herein may be summarized as follows:

(1) American will retire and cancel $34,445,500 principal amount of its Gold Debenture Bonds 6% Series due 2016 and $3,408,400 principal amount of 6% Gold Debenture Bonds Series A due 2022 issued by Southwestern Power & Light Company and assumed by American by depositing with the trustees under the respective agreements underlying the debenture bonds their principal amount plus interest to the retirement date which is described in the plan as the 30th day after the entry, on application of the Commission, of an order of an appropriate United States District Court enforcing the terms and provisions of the plan. Interest on such debenture bonds will cease to accrue on the retirement date.

(2) From and after the retirement date and upon surrender of the debenture bonds to the trustees, such trustee will pay to the holders thereof the principal amount of such debenture bonds and unpaid interest accrued to the retirement date, and will, as agents for American, deliver to such holders a non-transferable certificate which will entitle the holders to reinstate the debenture bonds upon the payment of principal amount plus accrued interest from the last preceding semi-annual interest date in the event that the order of this Commission, dated August 22, 1942, described above, should be held invalid by the Supreme Court of the United States.

(3) In the event of any reinstatement of debenture bonds, as described in paragraph 2 above, American states that it will stipulate, if so required by this Commission as a condition to the approval of the issuance of the non-transferable certificates described above, to set aside in a separate fund the principal amounts paid to American upon reinstatement of debenture bonds and to employ such fund only for the retirement of debenture bonds unless otherwise permitted by order of the Commission.

American requests that in the event of approval of the Plan the Commission apply to the appropriate District Court of the United States for its enforcement.

The Commission being required by the provisions of section 11 (e) of the act before approving any plan thereunder to find after notice and opportunity for hearing that such plan as submitted or as modified is necessary to effectuate the provisions of subsection (b) of section 11 and is fair and equitable to the persons affected by such plan, and it appearing that it is appropriate and in the public interest and in the interest of investors and consumers that notice be given and a hearing be held upon said plan to afford all interested persons an opportunity to be heard with respect thereto, and that the application with respect to said plan shall not be granted except pursuant to further order of the Commission;

It is ordered, That a hearing on such matter under the applicable provisions of said Act and rules of the Commission thereunder be held on August 14, 1944, at 10.00 a. m., e. w. t., at the offices of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia, Pennsylvania. On such day the hearing room clerk in Room 318 will advise as to the room where such hearing will be held. At such hearing cause will be shown why such declaration and application shall become effective or shall be granted.

It is further ordered, That any person desiring to be heard or otherwise wishing to participate herein shall notify the Commission to that effect in the manner provided in Rule XVII of the Commission's rules of practice on or before August 11, 1944.

It is further ordered, That Henry C. Lank or any other officer or officers of the Commission designated by it for that purpose, shall preside at the hearings in such matter. The officer so designated to preside at the hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of the act, and to a trial examiner under the Commission's rules of practice.

It is further ordered, That without limiting the scope of the issues presented by said application otherwise to be considered in this proceeding, particular attention will be directed at the hearing to the following matters and questions:

(1) Whether the plan as submitted or as hereafter modified is necessary or appropriate to effectuate the provisions of section 11 (b) of the act.

(2) Whether the proposed plant as submitted or hereafter modified is fair and equitable to the persons affected thereby and in the interest of investors.

(3) Whether the provisions of the plan with respect to the retirement of said debenture bonds and the issuance and delivery of the nontransferrable certificates described above are detrimental to the public interest or the interest of investors or will tend to circumvent any provisions of the act or the rules, regulations, or orders promulgated thereunder.

(4) Whether the proposed plan is consistent with the order of the Commission of August 22, 1942 directing the termination of the existence of American and directing its dissolution.

(5) Whether the fees, commissions, or other remunerations to be paid directly or indirectly in connection with the proposed transactions are reasonable.

(6) Whether it is necessary or appropriate to impose any terms or conditions in the public interest or for the protection of investors.

It is further ordered, That in the interest of expeditious procedure all evidence contained in Matter of American Power & Light Company, et al., File Nos. 70-815 and 59-12, so far as relevant to the issues above stated, shall be incorporated in the record of the proceedings herein ordered and shall be regarded as evidence duly adduced in the present proceeding, subject to the same objections and exemptions preserved in the record of the proceeding in which first introduced.

It is further ordered, That notice of this hearing be given to American and to all other persons, said notice to be given to American by registered mail and to all other persons by publication in the FEDERAL REGISTER.

It is further ordered, That American shall give notice of this hearing to all of its debenture bond holders (insofar as the identity of such debenture bond holders is known or available to American) by mailing to each of said persons a copy of this Notice and order for hearing to his last-known address at least 10 days prior to the date of this hearing, and by publishing notice of this hearing in a newspaper of general circulation in each of the cities of New York, Chicago, Philadelphia and Boston.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 44-11155; Filed, July 26, 1944; 11:35 a. m.]

[File No. 68-40]

RHODE ISLAND PUBLIC SERVICE CO.

SUPPLEMENTAL APPLICATION GRANTED

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 24th day of July 1944.

In the matter of Godfrey B. Simonds, Edward B. Aldrich, George F. Bliven, Herbert H. Brooks, Russell C. Harrington and Charles B. McGowan, proposed committee for The Rhode Island Public Service Company $2 Cumulative Preferred Stock; File No. 68-40.

The Commission having on June 5, 1944 issued its memorandum opinion and order (Holding Company Act Release No. 5087) permitting to become effective the declaration of Godfrey B. Simonds, Edward B. Aldrich, George F. Bliven, Herbert H. Brooks, Russell C. Harrington and Charles B. McGowan, as a committee for The Rhode Island Public Service Company $2 Cumulative Preferred Stock, pursuant to Rule U-62, promulgated under the Public Utility Holding Company Act of 1935, regarding certain solicitation material to be sent to the $2 Cumulative Preferred Stockholders of The Rhode Island Public Service Company, a subsidiary holding company of New England Power Association, a registered holding company, in connection with the plan for the simplification of the New England Power Association holding company system (File No. 54-92) and granting an exemption pursuant to Rule U-100, promulgated under said act, from compliance in certain respects with the requirements of paragraphs (g) (2) and (h) (1) of Rule U-62 for Industrial Trust Company and The Blackstone Canal National Bank of Providence, of which Edward B. Aldrich and Charles B. McGowan are respectively officers; and

Said Committee now having filed an amendment seeking an additional exemption from the requirements of Rule U-62 for Godfrey B. Simonds and his firm, G. H. Walker & Co., George F. Bliven and his firm, Brown, Lisle & Marshall, and Herbert H. Brooks, individually and doing business as Herbert H. Brooks & Co., so as to permit them, and each of them, to participate in the competitive bidding and any subsequent purchase and sale of bonds of The Narragansett Electric Company, subsidiary public utility company of The Rhode Island Public Service Company, anticipated to occur in connection with the refunding of the presently outstanding First Mortgage Bonds, Series A, 3½%, due July 1, 1966 of The Narrangansett Electric Company; and

The Commission having considered the request for a further exemption and being duly advised in the premises:

It is ordered, That the supplemental application for exemption requested for Godfrey B. Simonds and his firm, G. H. Walker & Co., George F. Bliven and his firm, Brown, Lisle & Marshall, and Herbert H. Brooks, individually and doing business as Herbert H. Brooks & Co., be and the same hereby is granted so as to permit them, and each of them, if they so elect, to submit proposals for the purchase or underwriting of the proposed refunding bond issue of The Narragansett Electric Company or any part thereof, either singly or with others, to organize or assist in organizing a group for the purpose of submitting a proposal for such purchase or underwriting, to accept any invitation to participate in any such group organized by other investment bankers and to bid at the proper time on all or their allotted part of such issue of refunding bonds, and, if the successful bidders, to purchase said bonds and reoffer them in whole or in part at public or private sale.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 44-11156; Filed, July 26, 1944; 11:35 a. m.]

[File No. 70-465]

PENNSYLVANIA ELECTRIC CO., ET AL.

ORDER RELEASING JURISDICTION OVER LEGAL FEES

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 24th day of July 1944.

In the matter of Pennsylvania Electric Company, The Clarion River Power Company, Erie Lighting Company, Solar Electric Company, Youghiogheny Hydro-Electric Corporation, Associated Maryland Electric Power Corporation, and Associated Electric Company; File No. 70-465.

The Commission having, by order dated October 26, 1943, approved a plan filed by Pennsylvania Electric Company, pursuant to section 11 (e) of the Public Utility Holding Company Act of 1935, whereby it offered to satisfy the interests of the public holders of 4,267.7 shares of the Participating Capital Stock of The Clarion River Power Company by setting aside in a special account for distribution to such shareholders the sum of $42,677 on the basis of $10.00 per share; and

The Commission having by said order reserved jurisdiction over the fee and expenses of counsel for Pennsylvania Electric Company and The Clarion River Power Company; and

Counsel for said companies having filed a statement with respect to services performed in connection with the plan, and it appearing to the Commission that the fee of such counsel, and his legal expenses, are not unreasonable, and that jurisdiction over such matter should be released;

It is ordered, That jurisdicton over the fee and expenses of counsel for Pennsylvania Electric Company and The Clarion River Power Company, in connection with the said plan, be, and hereby is, released.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 44-11157; Filed July 26, 1944; 11:35 a. m.]

WAR FOOD ADMINISTRATION.

SALARIES AND WAGES OF WORKERS ENGAGED IN HARVESTING OF CITRUS FRUIT IN FLORIDA

The public notice and determination issued by the War Food Administrator on November 25, 1943, as amended, (8 F.R. 16056, 16271, 17400), is hereby revoked: *Provided, however*, That the provisions of said public notice and determination shall continue to remain in full force and effect for the purpose of allowing or sustaining any suit, action, prosecution, or administrative or other proceeding heretofore or hereafter commenced with respect to any violation committed or right or liability accruing under or pursuant to the terms of the provisions of such public notice and determination.

(56 Stat. 765, 50 U.S.C. App. 961 et seq.; Pub. Law 34, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681, regulations of the Director of Economic Stabilization, 8 F.R. 11960, 12139, 16702, 9 F.R. 6035; regulations of the War Food Administrator, 9 F.R. 655, 831, 6011, 7378, 7645)

WILSON R. BUIE,
Acting Director of Labor,
War Food Administration.

[F. R. Doc. 44-11136; Filed, July 25, 1944; 3:16 p. m.]

AUG 2 '44

FEDERAL REGISTER

VOLUME 9 NUMBER 150

Washington, Friday, July 28, 1944

Regulations

TITLE 7—AGRICULTURE

Chapter XI—War Food Administration (Distribution Orders)

[WFO 75-2, Amdt. 11]

PART 1410—LIVESTOCK AND MEATS

BEEF REQUIRED TO BE SET ASIDE

War Food Order No. 75-2, § 1410.18, as amended (9 F.R. 8769), is further amended as follows:

1. By striking the figure "35" in (b) (1) (i) and (b) (1) (ii) and inserting in lieu thereof the figure "45".

2. By striking the figure "30" in (b) (1) (iii) and inserting in lieu thereof the figure "35".

3. By striking the figure "90" wherever it appears in (b) (2) and inserting in lieu thereof the figure "85".

This order shall become effective at 12:01 a. m., e. w. t., July 30, 1944. With respect to violations, rights accrued, liabilities incurred, or appeals taken under war Food Order No. 75-2, as amended, prior to said date, all provisions of said order shall be deemed to remain in full force for the purpose of sustaining any proper suit, action, or other proceeding with respect to any such violation, right, liability, or appeal.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 75, 8 F.R. 11119, 9 F.R. 4319)

Issued this 27th day of July 1944.

LEE MARSHALL,
Director of Distribution.

[F. R. Doc. 44-11191; Filed, July 27, 1944; 11:21 a. m.]

TITLE 8—ALIENS AND NATIONALITY

Chapter II—Office of Alien Property Custodian

[Special Reg. 2]

PART 508—SPECIAL REGULATIONS

DELEGATION OF AUTHORITY TO ASSISTANT TO ALIEN PROPERTY CUSTODIAN

Correction

In F. R. Doc. 44-11114, which appears on page 8975 of the issue for Wednesday, July 26, 1944, subparagraphs (1) and (2) of § 508.2 (a) should read as follows:

(1) To take such action as he deems necessary in the administration of paragraphs 2 (f) and 5 of Executive Order No. 9095, as amended, and any orders issued pursuant thereto;

(2) To issue any demand, direction, or instruction directed to any person, firm or corporation, or take any other action necessary in order to effectuate any vesting order issued by the Alien Property Custodian;

TITLE—19—CUSTOMS DUTIES

Chapter I—Bureau of Customs

[T. D. 51103]

PART 4—VESSELS IN FOREIGN AND DOMESTIC TRADES

REVOCATION OF WAIVERS OF COASTWISE LAWS

JULY 26, 1944.

Treasury Decision 50729, dated September 21, 1942 (7 F.R. 7539); Treasury Decision 50811, dated February 5, 1943 (8 F.R. 1757); and Treasury Decision 50843, dated April 6, 1943 (8 F.R. 4735); waiving compliance in certain cases with section 27 of the Merchant Marine Act, 1920, as amended, rescinded.

Upon the written recommendation of the Administrator of the War Shipping Administration and pursuant to the authority vested in me by the provisions of section 501 of the Second War Powers Act, 1942 (50 U.S.C. App. 635), the fol-

(Continued on next page)

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FEDERAL REGISTER

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NOTICE

The Cumulative Supplement to the Code of Federal Regulations, covering the period from June 2, 1938, through June 1, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at $3.00 per unit. The following are now available:

Book 1: Titles 1–3 (Presidential documents) with tables and index.
Book 2: Titles 4–9, with index.
Book 3: Titles 10–17, with index.
Book 4: Titles 18–25, with index.
Book 5, Part 1: Title 26, Parts 2–178.
Book 5, Part 2: Title 26, completed; Title 27.

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lowing orders of the Acting Secretary of the Treasury are hereby rescinded:

(a) The order of the Acting Secretary of the Treasury dated September 21, 1942 (T. D. 50729) waiving compliance with the provisions of section 27 of the Merchant Marine Act, 1920, as amended (46 U.S.C. 883), to the extent necessary to permit the transportation of merchandise between points in Puerto Rico and points in the continental United States on such vessels of foreign registry as may be designated from time to time by the Administrator of the War Shipping Administration and approved by the Commissioner of Customs;

(b) The order of the Acting Secretary of the Treasury, dated February 5, 1943 (T. D. 50811), waiving compliance with the provisions of section 27 of the Merchant Marine Act, 1920, as amended (46 U.S.C. 883), to the extent necessary to permit any foreign vessel of 50 gross tons or over to transport merchandise between points in Puerto Rico and points on the Atlantic or Gulf Coasts of the United States upon certain conditions enumerated therein; and

(c) The order of the Acting Secretary of the Treasury, dated April 6, 1943 (T. D. 50843), waiving compliance with the provisions of section 27 of the Merchant Marine Act, 1920, as amended (46 U.S.C. 883), to the extent necessary to permit any vessel of the United States of 50 gross tons or over which is under limited or restricted registry to transport merchandise between points in Puerto Rico and points on the Atlantic or Gulf Coasts of the United States upon certain conditions enumerated therein.

This order shall become effective at midnight September 30, 1944.

[SEAL] HERBERT E. GASTON,
Acting Secretary of the Treasury.

[F. R. Doc. 44–11189; Filed, July 27, 1944; 11:01 a. m.]

TITLE 29—LABOR

Chapter VI—National War Labor Board

PART 803—GENERAL ORDERS

WAGE AND SALARY ADJUSTMENTS IN HAWAII

Correction

In F. R. Doc. 44–11080, appearing on page 8978 of the issue for Wednesday, July 26, 1944, the reference to § 3803.36 should read "§ 803.36".

TITLE 32—NATIONAL DEFENSE

Chapter IX—War Production Board

Subchapter B—Executive Vice-Chairman

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943; 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 1, Direction 35 as Amended July 27, 1944]

JIGS, DIES, MOLDS, FIXTURES AND SPECIAL TOOLING

The following amended direction is issued pursuant to CMP Reg. 1:

(a) "Special tooling" for purposes of this direction means any jig, die, mold, fixture or other tooling of a type which has only one special use, is not a standard product and is not produced for general sale by the manufacturer of the tooling.

(b) A person who has the right to buy controlled material for MRO (maintenance, repair and operating supplies) under any regulation or order of the War Production Board, such as CMP Regulation No. 5 or orders in the "P" or "U" series, may use the allotment number or symbol assigned by the regulation or order to buy controlled material needed to make special tooling for his own use as MRO.[1] He may also use the allotment number or symbol assigned to him for MRO to buy the controlled material needed to make the tooling and turn it over to the toolmaker or he may order it for direct shipment to the toolmaker.

(c) Even though tooling needed for MRO is a B product the toolmaker may accept controlled material from his customer to manufacture special tooling for him.

(d) This direction is a special exception to the general rule stated in paragraph (g) (3) of CMP Regulation No. 1 (as explained in Interpretation No. 16) which prohibits a customer from furnishing material to the manufacturer of a B product and prohibits a manufacturer of a B product from accepting it from his customer.

(e) Any person who buys special tooling under this direction must charge the cost of the controlled material to his expenditures for MRO for the purpose of complying with the quantity restrictions imposed by the regulation or order under which he is operating (as, for example, paragraph (f) of CMP Regulation No. 5).

(f) In those cases where a regulation or order permits a person operating under it to use the allotment number or symbol assigned to deliveries of MRO in buying minor capital additions (as, for example, paragraph (b) (3) of CMP Regulation No. 5), the above procedure may be used in acquiring special tooling which will be treated as minor capital items.

(g) A manufacturer of special tooling need not charge his allotment account with the quantity of controlled materials delivered to him by his customers under this direction.

(h) This direction does not supersede or change the provisions of Direction No. 1 to CMP Regulation No. 5 which explains how to obtain aluminum for patterns.

Issued this 27th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–11207; Filed, July 27, 1944; 11:57 a. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 9A, Interpretation 4]

The following interpretation is issued with respect to CMP Reg. 9A:

CMP Regulation 9A includes "captive repair shops". This includes "captive repair shops" owned by any person, including a farmer, which meet the requirements of the regulation.

Issued this 27th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–11208; Filed, July 27, 1944; 11:56 a. m.]

PART 3285—LUMBER AND LUMBER PRODUCTS

[Order L–335, Direction 8, as Amended July 27, 1944]

DISTRIBUTOR RECEIPTS ON CERTIFIED BUT UNRATED ORDERS AND RETAIL SALES ON UNCERTIFIED AND UNRATED ORDERS

The following amended direction is issued pursuant to Order L–335:

(a) *What this direction does.* This direction tells distributors how they can get lumber other than by extending their customers' certified orders, and explains what lumber may be sold by sawmills and distributors on uncertified and unrated orders. It also permits distributors to validate certain orders that distributors have placed with sawmills.

(b) *Lumber that a distributor may receive on certified but unrated orders.* Every distributor who was engaged in the business of selling lumber at retail before May 1, 1944, and who had a lumber inventory at that date is permitted to place certified but unrated orders with his lumber supplier and receive in each calendar quarter either 5,000 board feet of lumber or 10 percent of the amount of lumber he received in the same calendar quarter of 1943 provided the 10 percent is not more than 8,000 board feet of lumber. Orders that a distributor places with his lumber supplier to get this amount of lumber must bear the certification described in paragraph (q) (4) of Order L–335. A distributor is not authorized to apply a preference rating to such an order. Lumber that a distributor receives under this provision is in addition to any lumber that he is authorized on Form WPB–3813 to receive or any lumber he is authorized to receive through the extension of his customers' certified orders or under the provisions of paragraph (g) below.

(c) *Distribution yard of sawmill included.* If a person operates both a sawmill and a distribution yard and the distribution yard was engaged in selling lumber at retail prior to May 1, 1944, and had a lumber inventory at that date, the distribution yard may receive the same quantity of lumber from the sawmill as it would be entitled to receive from any other supplier. A transfer of lumber from the person's sawmill stock to his distributor stock must be treated the same way as if the transfer were from another lumber supplier and he must keep a record of the transfer in his sawmill files and endorse the certificate provided for in paragraph (q) (4) of Order L–335 of that record.

(d) *Distributor sales on uncertified and unrated orders.* The 5,000 to 8,000 board feet of lumber that a distributor receives under the provisions of paragraph (b) above is intended for sale to persons who need lumber for a purpose for which such persons have no rating or a rating of AA–5 MRO. This includes industrial plants, business enterprises and private individuals who do not have a rating, and industrial plants and business enterprises (except Class I consumers) who have an AA–5 MRO preference rating but who are not authorized to use it on a lumber order. Such persons are defined in paragraph (m) of Order L–335 as "all other consumers". Any lumber that a distributor receives under the provisions of paragraph (b) above may be sold on certified orders provided an equivalent amount of lumber so sold is made available to persons that are not authorized to place certified orders. A distributor must not sell more lumber on uncertified and unrated orders in a calendar quarter than the 5,000 to 8,000 board feet of lumber he is authorized to receive under paragraph (b) above.

(e) *Sawmills that also sell at retail but do not have a distribution yard.* Sawmills that were engaged in selling lumber at retail on May 1, 1944, but do not maintain a separate retail distribution yard are authorized to withdraw lumber from sawmill stock and sell it on uncertified and unrated orders to the same extent that a distributor is authorized to sell lumber on such orders under the above provisions, and the sawmill must compute the amount of lumber that he is authorized to sell on uncertified and unrated orders in the same way that a distributor computes the amount of lumber that he is authorized to receive on certified but unrated orders under the provisions of paragraph (b) above.

(f) *Distributors' validation of orders placed with lumber suppliers during the months of June and July, 1944.* Every lumber distributor is authorized to place orders with his lumber supplier and to receive from his supplier the amount of lumber that the distributor delivered from July 16 to July 31, 1944, on rated orders (except orders rated AA–5 MRO) of his customers. Orders that a distributor places with a lumber supplier under this authority must bear the certification prescribed in paragraph (q) (3) of Order L–336. A distributor may place a new order for this amount of lumber with a supplier or he may validate any orders already placed with suppliers for this amount of lumber. In validating orders already placed with suppliers, the distributor must send to the supplier the certificate required and must indicate the order that is covered by the validation. Such orders may be placed or validated only to the extent the distributor is authorized to receive lumber under the above provision. Any lumber distributor that has received from the War Production Board a release on Form WPB–2720 under Order L–290, M–361, and M–364 which is dated subsequent to May 31, 1944 and has placed an order with a sawmill but is not able to receive delivery of that lumber before August 1, 1944, may validate such an order by providing the supplier with the certification described in paragraph (q) (4) of Order L–335. If the order is validated before July 20, 1944, the supplier may ship the lumber any time before September 1, 1944. If the order is not validated before July 20, 1944, it may not be shipped after July 31, 1944. Other lumber orders that a distributor has placed with his lumber supplier for delivery subsequent to August 1, 1944 may be validated only to the extent that he has received certified orders from his customers requesting delivery after August 1, 1944. The validation of such an order may only be made by extending his customers' certified orders as provided in paragraph (o) (1) of Order L–335. All other orders placed by distributors which cannot be delivered prior to August 1, 1944 must be cancelled by notifying the supplier.

(g) *Uncertified and unrated orders.* A distributor may place uncertified and unrated orders with and accept delivery of lumber from (1) lumber mills that produce less than 100,000 board feet of lumber per year; (2) sawmills that are permitted to accept and ship lumber on uncertified and unrated orders under paragraph (e) of Directions 1 to 5 inclusive; and (3) sawmills that are included in Direction 7. Acceptance of delivery on such orders is authorized. However, sawmills may not deliver lumber on an uncertified and unrated order if it will interfere with the filling of a certified order. The fact that a distributor is permitted to receive lumber under this paragraph on uncertified and unrated orders does not permit him to sell on uncertified and unrated orders more than the five to eight thousand board feet of lumber that he is authorized to sell on such orders under paragraph (d) above.

Issued this 27th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–11209; Filed, July 27, 1944; 11:57 a. m.]

PART 3290—TEXTILE, CLOTHING AND LEATHER

[General Conservation Order M–317, Amdt. 1]

COTTON TEXTILE DISTRIBUTION

Section 3290.115 (General Conservation Order M–317) is amended as follows:

1. The caption and first paragraph of the AA–4 preference rating schedule of M–317 (Groups 31 to 38, inclusive) are changed to read:

AA–3 AND AA–4 PREFERENCE RATING SCHEDULE

Effective August 1, 1944, preference rating AA–3 is assigned for each group to the intermediate processor, processor and user in Column I to obtain deliveries of the woven cotton fabric in Column II to be used only

[1] The term "his own use as MRO" means the use of special tooling in the person's manufacturing operations, even if the special tooling will belong to his customer.

as specified in Column III. Preference rating AA–4 is assigned for each group to the intermediate processor, processor and user in Column I to obtain deliveries of the cotton yarns and threads in Column II to be used only as specified in Column III.

Effective August 1, 1944, all unfilled purchase orders for woven cotton fabrics bearing a preference rating of AA–4 assigned by Order M–317 hereby are rerated AA–3.

NOTE: The AA–4 preference rating assigned in Order M–385 for woven cotton fabrics may only be applied or extended to a producer for colored yarn fabrics.

2. By changing the part of paragraph (d) (1) beginning with the fine print after the first colon, to read as follows:

These cotton textiles will be exported, or will replace in inventory cotton textiles exported after December 24, 1943.

And also one of the following statements is to be made:

The preference rating was applied by the United States Treasury Procurement Division in connection with contract number _____. [In the case of United States Treasury Procurement for Foreign Economic Administration];

or

The preference rating was applied in connection with Export License number _____ dated _____ or Release Certificate number _____ dated _____. [In the case of export in connection with licenses or release certificates issued by Foreign Economic Administration.];

or

The preference rating was applied in connection with the Canadian Cotton Administrator's serial number _____. [In the case of exports to Canada.]

When the above is complied with, the requirements of M–328 are met and it is unnecessary to use any other notation.

If a preference rating for cotton textiles which is assigned by the Foreign Economic Administration on an export license or release certificate has not been applied or extended to an order accepted by a producer or made the subject of a War Production Board scheduling direction at the end of six months from the date of issuance of the license or release certificate, it shall be deemed revoked. Ratings applied or extended to orders accepted by a producer or made the subject of War Production Board scheduling directions at any time before August 1, 1944, for delivery before October 1, 1944, are excepted, however, from this provision."

Issued this 27th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–11210; Filed, July 27, 1944; 11:56 a. m.]

PART 3290—TEXTILE, CLOTHING AND LEATHER

[General Conservation Order M–385]

TEXTILES FOR CIVILIAN ITEMS

The fulfillment of requirements for the defense of the United States has created shortages in the supplies of textiles, clothing and other textile products and in the yarns and fabrics entering into their production, for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3290.346 *General Conservation Order M–385.*—(a) *Explanation.* This order (which also includes and means supplements of this order) provides for the channeling of textiles into essential apparel and other textile items. The channeling is accomplished by ratings and other requirements to provide designated textiles for incorporation into the items. Supplements issued with the order contain "set aside" provisions and assignment of ratings. Further supplements may be issued from time to time.

Producers of textiles needed for any item may be directed to set aside quantities of textiles to fill orders bearing certifications, preference ratings, or both.

(b) *Preference ratings assigned in supplements and restrictions on use of preference ratings.* The following requirements (and any others which are made applicable for specific items listed in supplements) must be complied with by persons applying a preference rating assigned in this order:

(1) The rating assigned for textiles to be incorporated into an item may be applied only by a person who was a processor of the same item (regardless of price line) in 1942, 1943, or the first six months of 1944, or who is authorized in writing by the War Production Board to use the rating. (Authorization procedure is stated in paragraph (b) (8).)

(2) No processor shall put into process or manufacture or cause to be put into process or manufactured for his account in any calendar quarter a greater dollar volume of any item (regardless of price) than his dollar volume in that item (regardless of price) in the corresponding calendar quarter of either 1942 or 1943, whichever is greater. This paragraph (b) (2) applies to the entire production of the item by or for the account of the processor even though some of the textiles are obtained without the preference rating. A processor who started in business in 1944 may use as his base, his dollar volume of the item in the first or second calendar quarter of 1944, whichever is greater.

(3) No processor shall accept delivery of more textiles on a rating assigned in this order than he will normally put into process within four weeks after the delivery, and if he has on hand a four weeks' supply, he shall not accept the delivery until the supply is below that amount. This does not prevent acceptance of delivery of the minimum quantities of any textile which may be commercially procured or the acceptance in good faith of a delivery received before the date requested by the person if the actually requested date conforms to the requirements of this paragraph (b) (3).

(4) No person shall knowingly sell or deliver, accept delivery of, put into process or use any textiles obtained by the use of the rating contrary to the representations in his certification or contrary to the provisions of this order.

(5) Preference ratings shall be applied and extended as provided by Priorities Regulation 3, and M–328. The following certification (which includes the Priorities Regulation 3 certification) signed manually or as provided in Priorities Regulation 7 must be used in the application and extension of ratings.

The undersigned Purchaser hereby represents to the seller and to the War Production Board that he is entitled to apply or extend the preference rating (AA–4) indicated opposite the item(s) shown on this order, and that such application or extension is in accordance with Priorities Regulation 3 as amended, with the terms of which the undersigned is familiar.

The undersigned certifies, subject to the Criminal Penalties of Section 35 (A) of the U. S. Criminal Code, that the textiles covered by this purchase order will be sold or used only as permitted by M–385 for incorporation into _____ (insert the item(s), including description by price line, for which rating is assigned in a supplement of this order).

_____
(Name of Purchaser)

_____
(Address)

By _____
(Signature and title of duly authorized officer)

_____
(Date).

(6) Production of items from textiles obtained with the rating shall be in accordance with the quantity, price line, quality and other conditions specified in the applicable supplement.

(7) Any person using the preference rating to obtain textiles must complete the production of the item for which the rating was used, within sixty days after the delivery to him of the textiles.

(8) Applications for authorizations under paragraph (b) (1) shall be made by letter, and shall include identification of the item (for which a rating is assigned in this order) which is proposed to be manufactured, the textiles to be used, the number of units to be made, the availability of manpower, and a statement as to whether production will be reduced in any other items. These factors and the need for the item will be considered in passing on the applications and assigning quotas.

(c) *Further restrictions in supplements.* No person shall put into process, process, sell, deliver or accept delivery of any textiles contrary to restrictions in a supplement of this order.

(d) *Production schedules and identification of items.* The War Production Board may require any person using a preference rating assigned in this order to file a form (subject to its approval by the Bureau of the Budget pursuant to the Federal Reports Act of 1942) with the War Production Board and to identify the items, of which he is the processor, by an assigned serial number. The requirement of the filing of such form and the identification of the items may be made generally or for particular items or programs.

Directions may be issued by the War Production Board pursuant to paragraph (c) of Order M–328 individually or by supplemental order or direction respecting production schedules for particular items or programs.

(e) *Equitable distribution.* (This paragraph does not apply to sales by retailers, inasmuch as the Fair Distribution Policy for retailers is defined in Declaration of Policy of July 15, 1943.) Every person who uses a preference rating assigned in this order, must to the extent of at least 75 per cent of his unrated deliveries of each item for which the rating is used, fill orders that are placed with him by persons who purchased from him during 1943. Each person who purchased from him in 1943 shall be entitled to have his orders filled for a pro rata share of this quantity of the item based on his 1943 purchases from the person using the rating. Further specific directions may be issued as to the distribution of items.

The above provisions are in addition to the provisions of paragraph (d) of General Conservation Order M–328.

(f) *Reports and records.* Each person who uses a preference rating assigned in this order shall maintain at his regular place of business accurate records of the quantities of each construction of textiles ordered with the use of such rating, the quantities received, the quantities entered into production, and the quantities of each item manufactured. These records shall be preserved for a period of not less than two years and shall upon request be submitted to audits and inspections by duly authorized representatives of the War Production Board.

Subject to the approval of the Bureau of the Budget pursuant to the Federal Reports Act of 1942, all persons affected by this order shall execute and file with the War Production Board such reports as the War Production Board shall from time to time request and shall keep such records and file any other reports required by a supplement of this order.

(g) *Definitions.* (1) "Textiles" includes yarns, fabrics which are woven, knitted or braided, and felts. The term does not include scrap or pieces less than one yard in length produced in normal operations.

(2) The term "item" includes all articles listed under the same group number in an "Item Column" of a supplement of this order.

(3) "Intermediate processor" means any person who, in the United States, bleaches, dyes, prints or otherwise finishes textiles, or causes any of the foregoing to be done, and delivers or uses the textiles for his own account in the bleached or otherwise finished state.

(4) "Processor" means any person engaged in the United States in the business of manufacturing or having manufactured in the United States for his account any item in which textiles are incorporated.

(5) "Merchant" means any person engaged in the United States in the business of purchasing textiles for resale in the United States in the form in which purchased.

(6) Any person who performs the functions of one or more of the foregoing (regardless of his customary manner of conducting his business) shall, for the purpose of this order be deemed a separate person with respect to each of those capacities.

(7) "Piece goods" means fabrics delivered to a merchant for ultimate sale at retail in the same form in which the fabrics are delivered to the merchant.

(8) "Put into process" means the first change by a processor in the form of textiles from that form in which it was received.

(h) *Miscellaneous provisions.*—(1) *Applicability of regulations.* Except as otherwise provided in this order, this order and all transactions affected thereby are subject to all applicable regulations of the War Production Board as amended from time to time.

(2) *Violations and false statements.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(3) *Communications.* All reports to be filed hereunder and communications concerning this order shall, unless otherwise directed, be addressed to the War Production Board, Textile, Clothing and Leather Bureau, Washington 25, D. C. *Ref:* M–385.

(4) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter in triplicate referring to the particular provision appealed from, and stating fully the grounds of the appeal.

Issued this 27th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–11204; Filed, July 27, 1944; 11:56 a. m.]

PART 3290—TEXTILE, CLOTHING AND LEATHER

[General Conservation Order M–385, Supplement I]

DISTRIBUTION OF COTTON FABRICS BY CONVERTERS AND COLORED YARN FABRIC PRODUCERS

§ 3290.346a *Supplement I of General Conservation Order M–385.*—(a) *Definitions.* (For other applicable definitions see General Conservation Order M–385) (1) "Cotton fabrics" means, unless otherwise specified, woven fabrics which have been bleached, dyed, printed or otherwise finished and colored yarn fabrics, containing 50 per cent or more by weight of cotton or cotton waste or a combination of the two.

(2) "Producer" means any person who makes cotton textiles in the United States.

(3) "Unrated yardage" means: (1) In the case of an intermediate processor, the number of yards of each construction of cotton fabrics (including cotton fabrics prior to bleaching, dyeing or finishing) acquired by him or for his account without a preference rating or (2) in the case of a producer of colored yarn fabrics, the number of yards of each construction of colored yarn fabrics produced by him and not needed to fill orders rated other than AA–4.

(b) *Fabric "set aside".* (All column references are to the columns in the Cotton Fabric Schedules of this supplement.)

(1) *Colored yarn fabrics.* Each producer of colored yarn fabrics during the two-month period of August and September, 1944, and during each calendar quarter thereafter shall set aside at least that percentage shown in Column 2 of his unrated yardage of each construction of colored yarn fabrics shown in Column 1.

(2) *Cotton fabrics other than colored yarn fabrics. (Purchases made or contracted before August 1, 1944.)* Each intermediate processor who receives title on or after August 1, 1944 to any unrated yardage of a cotton fabric listed in Column 1, which he had purchased or contracted for before that date, must set aside at least the percentage shown in Column 2 of that unrated yardage in each construction.

(3) *Cotton fabrics other than colored yarn fabrics. (Purchases made or contracted on or after August 1, 1944.)* Each intermediate processor, during August and September, 1944, and during each calendar quarter thereafter, shall set aside at least that percentage shown in Column 2 of his unrated yardage of each construction of cotton fabrics shown in Column 1, which he purchases or contracts for on or after August 1, 1944.

(c) *Finishing, sale and delivery of fabric set aside.* (1) The cotton fabrics set aside as provided in paragraph (b) shall be processed, finished, sold and delivered only to fill orders which bear the preference rating assigned in Supplement II of this order, or which are sold as piece goods. Orders for the full amount of cotton fabrics set aside in August and September, 1944 and in each calendar quarter thereafter must be accepted within the period (August and September, 1944, and each calendar quarter thereafter) during which the set aside is made, or within ten days thereafter.

(2) *Certifications on rated purchase orders and contracts.* The certification set forth in paragraph (b) (5) of General Conservation Order M–385 must appear on the purchase orders or contracts for all cotton fabrics (other than cotton fabrics sold as piece goods) set aside under paragraph (b) of this Supplement I.

(3) *Certifications on purchase orders or contracts for piece goods.* When these cotton fabrics are sold as piece goods, substantially the following certification

must appear on the purchase orders or contracts:

The undersigned certifies, subject to the Criminal Penalties of section 35 (A) of the U. S. Criminal Code, that the fabric covered by this purchase order or contract will be delivered to retailers for sale as piece goods or will be sold only at retail as piece goods.

_____
(Name of Purchaser)

_____
(Address)

By _____
(Signature and title of duly authorized officer)

_____
(Date).

(4) *Endorsement on invoices.* No intermediate processor or producer shall sell or deliver any cotton fabrics set aside under paragraph (b) unless his invoice bears an endorsement substantially as follows:

This material is sold under your certification reading as follows:
(The full certification from purchase order or contract required by paragraphs (c) (2) and (c) (3) must be inserted.)

(5) *Delivery dates and sequence of deliveries.* The delivery dates and the sequence of deliveries of cotton fabrics set aside under paragraph (b) shall be in accordance with Priorities Regulation 1, all of the provisions of which must be observed. Attention particularly is called to the following provisions of § 944.7 of Priorities Regulation 1:

(a) Every person who has rated orders on hand must schedule his operations, if possible, so as to fill each rated order by the required delivery or performance date (determined as explained in § 944.8). If this is not possible for any reason, he must give precedence to higher over lower rated orders, and to all rated over unrated orders. However, material specifically produced for a rated order may not be used to fill a higher rated order (except AAA) subsequently received if the material is completed or is in production and scheduled for completion within fifteen days. A low rated order bearing an earlier delivery or performance date must be filled before a higher rated order bearing a later delivery or performance date if it is possible to fill both of them on the required dates.

(b) As between conflicting orders which bear the same preference rating, preference must be given to the order which was received first with the rating. As between conflicting orders received with the same preference rating on the same date, precedence must be given to the order which has the earlier required delivery or performance date.

Attention also is called to the fact that every rated order must specify delivery or performance on a particular date or dates or within specified periods of not more than 31 days each, which in no case may be earlier than required by the person placing the order. Further provisions, and exceptions are contained in § 944.8 of Priorities Regulation 1.

(d) *Priority of piece goods orders.* Each intermediate processor and producer of colored yarn fabrics shall treat purchase orders and contracts bearing the piece-goods certification set forth in paragraph (c) (3) as AA-4 orders, unless they actually are rated higher.

(e) *Exceptions.* Exceptions from paragraph (b) may be authorized by the War Production Board in writing pursuant to letter application from any intermediate processor or colored yarn fabric producer who in the six months prior to August 1, 1944, did not sell any of the cotton fabrics listed in Column 1 for piece goods, or finish or cause to be finished any of such fabrics in a manner suitable for incorporation into an item listed in the Item column of Supplement II.

(f) *Directions for piece goods.* Directions may be issued to producers pursuant to paragraph (c) of M-328, respecting the sale and delivery of cotton fabrics as piece goods.

(g) *Records and reports.* Each intermediate processor and each producer of colored yarn fabrics shall maintain at his regular place of business, for each construction of fabric listed in this Supplement I, accurate records of the unrated yardage purchased, in the case of intermediate processors, or produced, in the case of colored yarn producers, the quantities set aside from such yardage in accordance with the percentages specified in this Supplement I, and the quantities represented by accepted orders bearing AA-4 ratings. These records shall be preserved for a period of not less than two years, and upon request shall be submitted to audits and inspections by the duly authorized representatives of the War Production Board.

Each intermediate processor and producer of colored yarn fabrics to whom Form WPB-3848 is sent by the War Production Board shall execute this form monthly, in accordance with the instructions thereon, and file the executed form monthly with the War Production Board. This reporting requirement has been approved by the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

Issued this 27th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

COTTON FABRIC SCHEDULE I

Reference number	Column 1 Construction of fabric	Column 2 Percentage of unrated yardage required to be set aside
1	Print cloth, sley of 66 to 78, any pick, all widths and weights, plain and fancy weaves.	40
2	Print cloth, sley of 62 to 65, any pick, all widths and weights, plain and fancy weaves.	40
3	Carded poplin, plain and slub, all counts, print cloth warp yarns.	80
4	Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy weaves.	80

COTTON FABRIC SCHEDULE I—Continued

Reference number	Column 1 Construction of fabric	Column 2 Percentage of unrated yardage required to be set aside
5	Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy weaves.	80
6	Cotton and spun rayon mixtures, containing less than 25% by weight of rayon, and weighing less than 3.00 square yards per pound.	25
7	96/100 lawns, all weights	25
8	88/80 lawns, all weights	25
9	76/72 lawns, all weights	25
10	Carded chambray, lighter than 3.00 yards per pound.	25
11	Carded gingham	25
12	Sport denim	25
13	Carded woven stripe or plaid seersucker.	25
14	Outing flannel, 4.00 yards per pound and lighter.	20
15	Soft filled sheeting lighter than 3.50 yards per pound.	20
16	Dimity	20
17	Voile	20

[F. R. Doc. 44-11205; Filed, July 27, 1944; 11:56 a. m.]

PART 3290—TEXTILE, CLOTHING AND LEATHER

[General Conservation Order M-385, Supplement II]

AA-4 PREFERENCE RATING FOR COTTON FABRIC ITEMS

§ 3290.346b *Supplement II of General Conservation Order M-385*—(a) *Assignment of preference ratings and restrictions.* (Column references are to schedules of this Supplement II.)

(1) Preference rating AA-4 is assigned to processors who meet and comply with the requirements of General Conservation Order M-385 including this Supplement II to obtain the particular cotton fabrics listed in any "Fabric-Maximum Price Column." Such cotton fabrics must be incorporated into an item (listed in the "Item Column"), to be produced for sale by the processor at or below the lower of the following two prices:

The processor's O. P. A. ceiling price, or the price per dozen listed in the same "box" of the "Fabric-Maximum Price Column" which also describes the particular fabric from which the item is to be made.

(2) This rating is good only to obtain cotton fabrics set aside under Supplement I of this order. It may not be applied or extended to a producer except for colored yarn fabrics.

(3) Regardless of the provisions of any other War Production Board order or regulation, no cotton fabrics obtained with this rating shall be used or disposed of for any purpose other than that for which the rating is assigned.

Issued this 27th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

AA-4—PREFERENCE RATING SCHEDULE I

[The applicable provisions of each column are indicated for each numbered group opposite the group number]

Group No.	Item column 1 Type	Item column 1 Size (or equivalent trade designation)	Fabric—Maximum price column 2	Fabric—Maximum price column 3	Fabric—Maximum price column 4
1	Dresses: Misses' and women's.	12 to 44	$15.75 Print cloths, sley of 66 to 78, any pick, all widths, and weights, plain and fancy. Print cloths, sley of 62 to 65, any pick, all widths and weights, plain and fancy. Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy.	$18.00 Carded poplins, plain and slub (all counts) print cloths warp yarns. Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy.	$24.00 Cotton and spun rayon mixtures containing less than 25% by weight of rayon, and weighing less than 3.00 square yards per pound. Carded ginghams. Carded woven stripe or plaid seersuckers.
2	Dresses: Women's	46 and up	$17.25 Print cloths, sley of 66 to 78, any pick, all widths and weights, plain and fancy. Print cloths, sley of 62 to 65, any pick, all widths and weights, plain and fancy. Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy.	$19.50 Carded poplins, plain and slub (all counts) print cloth warp yarns. Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy.	$25.50 Cotton and spun rayon mixtures containing less than 25% by weight of rayon and weighing less than 3.00 square yards per pound. Carded ginghams. Carded woven stripe or plaid seersucker.
3	Slips: Women's	32 to 44	$6.75 Print cloths, sley of 66 to 78, any pick, all widths and weights, plain and fancy. Print cloths, sley of 62 to 65, any pick, all widths and weights, plain and fancy. Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy. Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy.		
4	Slips: Women's	46 and up	$7.50 Print cloths, sley of 66 to 78, any pick, all widths and weights, plain and fancy. Print cloths, sley of 62 to 65, any pick, all widths and weights, plain and fancy. Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy. Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy.		
5	Blouses: Misses'	32 to 44	$12.75 Print cloths, sley of 66 to 78, any pick, all widths and weights, plain and fancy. Print cloths, sley of 62 to 65, any pick, all widths and weights, plain and fancy. Carded broadcloth, 80 sley and less any pick, plain, slub and fancy.	$15.75 Carded poplins, plain and slub (all counts) print cloth warp yarns. Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy. 76/72 lawns.	$18.00 Cotton & spun rayon mixtures containing less than 25% by weights of rayon, and weighing less than 3.00 square yards per pound. 96/100 lawns, all weights. 88/80 lawns, all weights. Carded ginghams. Dimities. Voiles.
6	Pajamas: Women's	32 to 40	$13.75 Print cloths, sley of 66 to 78 any pick, all widths and weights, plain and fancy. Print cloths, sley of 62 to 65, any pick, all widths and weights, plain and fancy. Carded poplins, plain and slub (all counts) print cloth warp yarns. Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy. Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy.	$16.50 Outing flannel—4.00 yards per pound and lighter. Soft-filled sheetings lighter than 3.50 yard.	
7	Nightgowns: Women's	32 to 40	$13.75 96/100 lawns, all weights. 88/80 lawns, all weights. 76/72 lawns. Outing flannel—4.00 yards per pound and lighter. Soft-filled sheetings lighter than 3.50 yard.		
8	Nightgowns: Women's	42 and up	$19.50 Outing flannel—4.00 yards per pound and lighter. Soft-filled sheetings lighter than 3.50 yard.	$22.50 96/100 lawns, all weights.	
9	Dress shields: Women's		$1.75 76/72 lawns.	$2.70 96/100 lawns, all weights. 88/80 lawns, all weights.	

AA-4—Preference Rating Schedule I—Continued

Group No.	Item column 1		Fabric—Maximum price column 2	Fabric—Maximum price column 3	Fabric—Maximum price column 4
	Type	Size (or equivalent trade designation)			
10	Handerchiefs: Women's		$0.50 Print cloths, sley of 66 to 78, any pick, all widths and weights, plain and fancy. Print cloths, sley of 62 to 65, any pick, all widths and weights, plain and fancy.	$0.75 96/100 lawns, all weights. 88/80 lawns, all weights. 76/72 lawns.	
11	Shirts: Business men's	14 to 17	$14.75 Print cloths, sley of 66 to 78, any pick, all widths and weights, plain and fancy. Print cloths, sley of 62 to 65, any pick, all widths and weights, plain and fancy. Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy.	$16.50 Carded poplins, plain and slub (all counts) print cloth warp yarns. Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy.	
12	Shirts: Business men's	17½ and up	$15.25 Print cloths, sley of 66 to 78, any pick, all widths, and weights, plain and fancy. Print cloths, sley of 62 to 65, any pick, all widths, and weights, plain and fancy. Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy.	$18.00 Carded poplins, plain and slub (all counts) print cloth warp yarns. Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy.	
13	Undersborts: Men's	28 to 44	$4.00 Print cloths, sley of 66 to 78, any pick, all widths, and weights, plain and fancy. Print cloths, sley of 62 to 65, any pick, all widths, and weights, plain and fancy. Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy.	$4.75 Carded poplins, plain and slub (all counts) print cloth warp yarns. Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub, and fancy.	
14	Under-shorts: Men's	46 and up	$5.25 Print cloths, sley of 66 to 78, any pick, all widths and weights, plain and fancy. Print cloths, sley of 62 to 65, any pick, all widths and weights, plain and fancy. Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy.	$6.00 Carded poplins, plain and slub (all counts) print cloth warp yarns. Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy.	
15	Pajamas: Men's	a, b, c, d	$19.75 Print cloths, sley of 66 to 78, any pick, all widths and weights, plain and fancy. Print cloths, sley of 62 to 65, any pick, all widths and weights, plain and fancy. Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy.	$22.50 Carded poplins, plain and slub (all counts) print cloths warp yarns. Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy.	
16	Handkerchiefs: Men's		$0.75 Print cloths, sley of 66 to 78, any pick, all widths and weights, plain and fancy. Print cloths, sley of 62 to 65, any pick, all widths and weights, plain and fancy.	$1.00 96/100 lawns, all weights. 88/80 lawns, all weights. 76/72 lawns.	
17	Creepers, rompers, crawlers.	6 months to 2 years.	$8.50 Print cloths, sley of 66 to 78, any pick, all widths and weights, plain and fancy. Print cloths, sley of 62 to 65, any pick, all widths and weights, plain and fancy. Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy.	$10.50 Print cloths, sley of 56 to 61, any pick, all widths and weights, plisse crepe finish. Carded poplins, plain and slub (all counts) print cloth warp yarns. Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy.	$12.00 Sport denims. Carded woven stripe or plaid seersuckers.
18	Pajamas: Buttoned on 2-piece with feet.	1 to 4	$10.50 Outing flannel—4.00 yard per pound and lighter.		
19	Pajamas: 2-piece button on.	1 to 4	$10.50 Print cloths, sley of 56 to 61, any pick, all widths and weights, plisse crepe finish. Outing flannel—4.00 yards per pound and lighter.		
20	Pajamas: 2 piece button on with extra pants.	1 to 4	$12.00 Print cloths, sley of 56 to 61, any pick, all widths and weights, plisse crepe finish. Outing flannel—4.00 yards per pound and lighter.		

AA-4—Preference Rating Schedule I—Continued

Group No.	Item column 1		Fabric—Maximum price column 2	Fabric—Maximum price column 3	Fabric—Maximum price column 4
	Type	Size (or equivalent trade designation)			
21	Pajamas: 1 piece without feet.	2 to 8	$10.50 Print cloths, sley of 62 to 65, any pick, all widths and weights, plain and fancy. Outing flannel—4.00 yards per pound and lighter.	$12.00 Print cloths, sley of 66 to 78, any pick, all widths and weights, plain and fancy. Print cloths, sley of 56 to 61, any pick, all widths and weights, plisse crepe finish. Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy. Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy.	
22	Pajamas: 1 piece with feet.	2 to 8	$12.00 Outing flannel—4.00 yards per pound and lighter.		
23	Pajamas: 2 piece jacket type.	2 to 8	$12.00 Print cloths, sley of 66 to 78, any pick, all widths and weights, plain and fancy. Print cloths, sley of 56 to 61, any pick, all widths and weights, plisse crepe finish. Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy.	$13.50 Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy. Outing flannel—4.00 yards per pound and lighter.	
24	Pajamas: 2 piece jacket type.	8 to 16	$13.50 Print cloths, sley of 66 to 78, any pick, all widths and weights, plain and fancy. Print cloths, sley of 56 to 61, any pick, all widths and weights, plisse crepe finish. Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy.	$15.75 Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy. 96/100 lawns, all weights. 88/80 lawns, all weights. Outing flannel—4.00 yards per pound and lighter.	
25	Nightgowns: Infants'		$4.50 Print cloths, sley of 56 to 61, any pick, all widths and weights, plisse crepe finish. 96/100 lawns, all weights. 88/80 lawns, all weights. 76/72 lawns. Outing flannel—4.00 yards per pound and lighter.		
26	Nightgowns	1 to 8	$5.25 96/100 lawns, all weights. 88/80 lawns, all weights. 76/72 lawns.	$6.00 Print cloths, sley of 56 to 61, any pick, all widths and weights, plisse crepe finish. Outing flannel—4.00 yards per pound and lighter.	
27	Nightgowns	2 to 8	$6.50 96/100 lawns, all weights. 88/80 lawns, all weights. 76/72 lawns.	$8.50 Print cloths, sley of 56 to 61, any pick, all widths and weights, plisse crepe finish. Outing flannel—4.00 yards per pound and lighter.	
28	Nightgowns	8 to 16	$10.50 96/100 lawns, all weights. 88/80 lawns, all weights. 76/72 lawns.	$12.00 Print cloths, sley of 56 to 61, any pick, all widths and weights, plisse crepe finish. Outing flannel—4.00 yards per pound and lighter.	
29	Kimonos: Infants		$4.50 Print cloths, sley of 56 to 61, any pick, all widths and weights, plisse crepe finish. Outing flannel—4.00 yards per pound and lighter.		
30	Gertrudes: Infants'		$3.75 76/72 lawns.	$4.50 96/100 lawns, all weights. 88/80 lawns, all weights. Outing flannel—4.00 yards per pound and lighter.	
31	Dresses: Infants'	0 to 1 yr	$10.50 Carded poplins, plain and slub (all counts) print cloth warp yarns. Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy. Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy. 96/100 lawns, all weights. 88/80 lawns, all weights. 76/72 lawns.		

AA-4—Preference Rating Schedule I—Continued

Group No.	Item column 1		Fabric—Maximum price column 2	Fabric—Maximum price column 3	Fabric—Maximum price column 4
	Type	Size (or equivalent trade designation)			
32	Dresses: Toddlers'	1 to 3	$10.50 Print cloths, sley of 66 to 78, any pick, all widths and weights, plain and fancy. Print cloths, sley of 62 to 65, any pick, all widths and weights, plain and fancy. Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy.	$13.50 Print cloths, sley of 56 to 61, any pick, all widths and weights, plisse crepe finish. Carded poplins, plain and slub (all counts) print cloth warp yarns. Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy. 96/100 lawns, all weights. 88/80 lawns, all weights. 76/72 lawns. Carded chambray lighter than 3.90 yards per pound. Carded ginghams. Carded woven stripe or plaid seersuckers. Dimities. Voiles.	
33	Dresses: Children's	3 to 6x	$12.00 Print cloths, sley of 66 to 78, any pick, all widths and weights, plain and fancy. Print cloths, sley of 62 to 65, any pick, all widths and weights, plain and fancy. Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy.	$15.75 Print cloths, sley of 56 to 61, any pick, all widths and weights, plisse crepe finish. Carded poplins, plain and slub, (all counts) print cloth warp yarns. Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy. 96/100 lawns, all weights. 88/80 lawns, all weights. 76/72 lawns. Carded chambrays lighter than 3.90 yards per pounds. Carded ginghams. Carded woven stripe or plaid seersuckers. Dimities. Voiles.	
34	Dresses: Girls'	7 to 16	$13.50 Print cloths, sley of 66 to 78, any pick, all widths and weights, plain and fancy. Print cloths, sley of 62 to 65, any pick, all widths and weights, plain and fancy. Carded broadcloths, 80 sley and less, any pick, plain, slub and fancy.	$16.50 Carded poplins, plain and slub (all counts) print cloth warp yarns. Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy. Carded chambrays lighter than 3.90 yards per pounds. Carded ginghams. Sport denims. Carded woven stripe or plaid seersuckers.	
35	Slips: Toddlers'	1 to 3	$3.75 Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy.	$4.50 Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy. 96/100 lawns, all weights. 88/80 lawns, all weights.	
36	Slips: Girls', gertrude type	2 to 14	$4.50 Print cloths, sley of 66 to 78, any pick, all widths and weights, plain and fancy. Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy.	$6.00 Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain and fancy. 96/100 lawns, all weights. 88/80 lawns, all weights.	
37	Slips: Girls', shoulder strap	10 to 16	$8.50 Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy. 96/100 lawns, all weights. 88/80 lawns, all weights.		
38	Blouses: Girls'	1 to 6	$9.75 Print cloths, sley of 66 to 78, any pick, all widths and weights, plain and fancy. Print cloths, sley of 62 to 65, any pick, all widths and weights, plain and fancy. Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy.	$12.00 Carded poplins, plain and slub (all counts) print cloth warp yarns. Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy. 96/100 lawns, all weights. 88/80 lawns, all weights. 76/72 lawns. Carded ginghams. Dimities. Voiles.	

AA-4—Preference Rating Schedule I—Continued

Group No.	Item column 1		Fabric—Maximum price column 2	Fabric—Maximum price column 3	Fabric—Maximum price column 4
	Type	Size (or equivalent trade designation			
39	Blouses: Girls'	7 to 14	$10.50 Print cloths, sley of 66 to 78, any pick, all widths and weights, plain and fancy. Print cloths, sley of 62 to 65, any pick, all widths and weights, plain and fancy. Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy.	$13.50 Carded poplins, plain and slub (all counts) print cloth warp yarns. Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy. 96/100 lawns, all weights. 88/80 lawns, all weights. 76/72 lawns. Carded ginghams. Dimities. Voiles.	
40	Panties: Girls'	2 to 12	$3.00 Print cloths, sley of 66 to 78, any pick, all widths and weights, plain and fancy. Print cloths, sley of 62 to 65, any pick, all widths and weights, plain and fancy. Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy.	$3.75 Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy. 96/100 lawns, all weights. 88/80 lawns, all weights. 76/72 lawns.	$4.50 96/100 lawns, all weights. 88/80 lawns, all weights.
41	Playsuits, overalls, coveralls.	1 to 4	$9.75 Print cloths, sley of 66 to 78, any pick, all widths and weights, plain and fancy. Print cloths, sley of 62 to 65, any pick, all widths and weights, plain and fancy. Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy.	$10.50 Print cloths, sley of 56 to 61 any pick, all widths and weights, plisse crepe finish. Carded poplins, plain and slub (all counts) print cloth warp yarns. Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy. Sport denims. Carded woven stripe or plaid seersuckers.	$12.00 Carded chambray lighter than 3.90 yards per pounds. Carded ginghams.
42	Playsuits, overalls, coveralls.	2 to 6x	$10.50 Print cloths, sley of 66 to 78, any pick, all widths and weights, plain and fancy. Print cloths, sley of 62 to 65, any pick, all widths and weights, plain and fancy. Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy.	$12.00 Print cloths, sley of 56 to 61, any pick, all widths and weights, plisse crepe finish. Carded poplins, plain and slub (all counts) print cloth warp yarns. Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy. Sport denims. Carded woven stripe or plaid seersuckers.	$13.50 Carded chambray lighter than 3.90 yards per pounds. Carded ginghams.
43	Washsuits: Boys', toddlers	1 to 4	$10.50 Carded poplins, plain and slub (all counts) print cloth warp yarns. Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy.	$12.00 Print cloths, sley of 56 to 61, any pick, all widths and weights, plisse crepe finish.	
44	Washsuits: Boys', juvenile	2 to 6x	$12.00 Carded poplins, plain and slub (all counts) print cloth warp yarns. Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy.	$14.00 Print cloths, sley of 56 to 61, any pick, all widths and weights, plisse crepe finish.	
45	Shirts and blouses: Boys'	1 to 6	$8.00 Print cloths, sley of 66 to 78, any pick, all widths and weights, plain and fancy. Print cloths, sley of 62 to 65, any pick, all widths and weights, plain and fancy. Carded poplins, plain and slub (all counts) print cloth warp yarns. Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy. Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy.		
46	Shirts and blouses: Boys'	3 to 10	$9.00 Print cloths, sley of 66 to 78, any pick, all widths and weights, plain and fancy. Print cloths, sley of 62 to 65, any pick, all widths and weights, plain and fancy. Carded poplins, plain and slub (all counts) print cloth warp yarns. Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy. Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy.		

AA-4—PREFERENCE RATING SCHEDULE I—Continued

Group No.	Item column 1		Fabric—Maximum price column 2	Fabric—Maximum price column 3	Fabric—Maximum price column 4
	Type	Size (or equivalent trade designation)			
47	Shirts: Boys' neckband type	11 to 14½	$11.75 Print cloths, sley of 66 to 78, any pick, all widths and weights, plain and fancy. Print cloths, sley of 62 to 65, any pick, all widths and weights, plain and fancy. Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy.	$12.50 Carded poplins, plain and slub (all counts) print cloth warp yarns. Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy.	
48	Pants: Boys' (short)	4 to 10	$9.50 Carded poplins, plain and slub (all counts) print cloth warp yarns. Sport denims.		
49	Pants: Boys' (long)	4 to 18	$12.50 Carded poplins, plain and slub (all counts) print cloth warp yarns. Sport denims.		
50	Undershorts: Boys'	6 to 16	$3.50 Print cloths, sley of 66 to 78, any pick, all widths and weights, plain and fancy. Print cloths, sley of 62 to 65, any pick, all widths and weights, plain and fancy. Carded broadcloth, 80 sley and less, any pick, plain, slub and fancy.	$4.25 Carded poplins, plain and slub (all counts) print cloth warp yarns. Carded broadcloth, more than 80 but not more than 100 sley, any pick, plain, slub and fancy.	

[F. R. Doc. 44-11206; Filed, July 27, 1944; 11:56 a. m.]

PART 3290—TEXTILE, CLOTHING AND LEATHER

[Conservation Order M-103, as Amended July 27, 1944]

DYESTUFFS AND ORGANIC PIGMENTS

§ 3290.266 *Conservation Order M-103—(a) Definitions.* For the purposes of this order:

(1) "Dyestuffs" means any organic or partially organic coloring matter. The term includes organic coloring matter even though the matter itself appears colorless. The term does not include inorganic pigments extended or otherwise processed with resinates, with dispersing agents, or with other substantially colorless organic material.

(2) "Class A dyestuffs" means the anthraquinone vat dyes appearing on List A attached hereto.

(3) "Class B dyestuffs" means all anthraquinone vat dyes other than those appearing on said List A. The term includes Fast Red A. L. Salt and Fast Red A. L. Base, which shall be considered an anthraquinone vat dye of single strength.

(4) "Class C dyestuffs" means all anthraquinone dyes other than anthraquinone vat dyes.

(5) "Class D dyestuffs" means all other dyestuffs, except:

(i) Those derived from vegetable or animal sources;

(ii) Lithol Red CI 189, Azo Bordeaux CI 88, Alphanaphthylamine Maroon CI 82 or Pigment Green B; or

(iii) Dyestuffs certified under the provisions of the Federal Food, Drug and Cosmetic Act (Ch. 9, Title 21, U. S. Code) and sold and used exclusively for use in food, drugs and cosmetics, as defined in said Act.

(6) "Value" means the dollar value computed from the domestic consumer's contract sales price as of January 1, 1943.

(7) "United States" means the 48 States, the District of Columbia and the Territory of Alaska.

(8) "Producer" means any person engaged in the production of organic coloring matter.

(b) *Restrictions on delivery—(1) Class A.* No person shall in any calendar quarter deliver to any one person more than 25 pounds of any Class A dyestuffs and no one person shall in any calendar quarter accept a total of more than 25 pounds of any Class A dyestuffs for use in the United States or Canada, except for export within the limitations prescribed in paragraph (c) *Restrictions on export* and except as provided in paragraph (d) *General exceptions.*

(2) *Class B, C and D quotas.* Except as provided in paragraph (d) (*General exceptions*) and in paragraph (b) (3), no person shall in any calendar quarter, deliver or accept delivery of any Class B, C or D dyestuffs for use in the United States or Canada, in excess of the quantities specified in the following schedule:

NOTE: Schedule amended July 27, 1944.

May deliver	*May accept delivery*
Class B. 15% of combined amount of Class A and B dyestuffs delivered to all persons in 1941 for such use.	15% of combined amount of Class A and B dyestuffs received from all sources in 1941, *plus 250 pounds.*
(For the purpose of Class B quota, calculate in pounds of equivalent single strength Anthraquinone vat dyes. The poundage may be increased to equal 25 or a multiple thereof.)	
Class C. 15% of value of Class C dyestuffs delivered to all persons in 1941 for such use.	15% of value of Class C dyestuffs received from all sources in 1941, *plus $250 value.*
Class D. 17½% of value of Class D dyestuffs delivered to all persons in 1941 for such use.	17½% of value of Class D dyestuffs received from all sources in 1941, *plus $250 value.*
(For the purpose of Class D quota, in determining the value of dry and wet dispersions of organic pigments, only the organic pigment content for such dispersions shall be considered and it shall be based on the value of a comparable dry pigment.)	

(3) *Acceptance of delivery of dyestuffs for redyeing used apparel and household furnishings.* Except as provided in paragraph (d) no person shall in any calendar quarter accept delivery of any Class B, C or D dyestuffs for use in the United States or Canada in excess of the quantities specified in the following schedule:

Class B. 25% of combined amount of Class A and B dyestuffs received from all sources in 1941, plus 250 pounds.

(For the purpose of Class B quota, calculate in pounds of equivalent single strength Anthraquinone vat dyes. The poundage may be increased to equal 25 or a multiple thereof.)

Class C. 25% of value of Class C dyestuffs received from all sources in 1941, plus $250 value.

Class D. 25% of value of Class D dyestuffs, received from all sources in 1941, plus $250 value.

The seller may rely upon a signed statement by the buyer that he is authorized to accept delivery under this subparagraph (3). If he has knowledge of this fact, he may waive the signed statement.

[Paragraph (4) formerly (3) redesignated July 27, 1944; former paragraph (4) revoked July 27, 1944.]

(4) *Quota adjustments.* For the purpose of the Class B, C and D quotas, referred to in the above schedule:

(i) *Use by producer.* Amounts of dyestuffs which are or have been used by a producer in any calendar quarter or in 1941, shall be considered as having been delivered to such person in such quarter or in 1941, as the case may be.

(ii) *Credit for returned dyestuffs.* Amounts of dyestuffs returned to a vendor prior to the 22nd day after the end of the calendar quarter in which they were delivered, shall not be charged as delivered or accepted.

(iii) *Carry-over of undelivered quota.* Amounts of dyestuffs which a person may deliver or accept which have not been delivered or accepted in any calendar quarter, may be delivered or accepted prior to the 22nd day after the end of such quarter.

(c) *Restrictions on exports—(1) General restrictions.* No producer shall export or deliver for export from the United States to any place other than Canada any dyestuffs produced by him, except either upon orders accompanied by individual export licenses issued by the Foreign Economic Administration (the applications for which show thereon the corresponding current domestic sales price of such dyestuffs) or upon orders from an agency of the United States for delivery pursuant to the Act of March 11, 1941, as amended, entitled "An Act to promote the Defense of the United States" (Lend-Lease Act). The total value, exclusive of the exceptions provided in paragraph (d), of dyestuffs so exported or delivered in any quarter shall not exceed:

(i) ¾ of 1% of the total value of all dyestuffs delivered by him in 1941 plus

(ii) 17% of the total value of dyestuffs exported or delivered for export by him from the United States to all places other than Canada in 1941.

(2) *Further restrictions on Class A, B and C.* The amount of dyestuffs, exclusive of the exceptions provided in paragraph (d), produced by him which a producer may export or deliver for export from the United States to all places other than Canada in any calendar quarter, shall not exceed:

(i) As to Class A dyestuffs, ½ of 1% of the total value of all Class A dyestuffs delivered by him in 1941.

(ii) As to Class B dyestuffs, 1% of the total of all Class B dyestuffs delivered by him in 1941.

(iii) As to Class C dyestuffs, ¾ of 1% of the total value of all Class C dyestuffs delivered by him in 1941.

(3) *Carry-over of undelivered portion of export quota.* Amounts of dyestuffs which a producer may export or deliver for export from the United States to all places other than Canada in any calendar quarter and which have not been exported or delivered for export in such quarter, may be exported or delivered for export in the following quarter in addition to the quota for that quarter. For the purposes of this subparagraph (3), all dyestuffs, other than Class A, B or C, shall be considered one class.

(d) *General exceptions.* The restrictions in subparagraphs (1), (2) and (3) of paragraph (b) (*Restrictions on delivery*) and the restrictions in paragraph (c) (*Restrictions on export*) shall not apply to the delivery or acceptance of delivery of dyestuffs.

(1) To or by the Army or Navy of the United States, the United States Maritime Commission, the War Shipping Administration, the United States Post Office, the Government Printing Office, the Bureau of Engraving and Printing or the Government of Canada;

(2) For ultimate delivery to any of the agencies mentioned in subparagraph (1) of this paragraph (d), or for use, to the extent specified in the prime contract, in the manufacture of any item which is being produced for any of said agencies;

(3) For use in the manufacture of materials for uniforms as described in subdivisions (i) to (ix), inclusive, of paragraph (e) (1) of General Limitation Order L-224 (Clothing for Men and Boys) and in paragraph (d) (10) of General Limitation Order L-85 (Apparel for Feminine Wear);

(4) Between or among producers and exclusive sales agents of producers;

(5) For coloring gasoline and tractor fuels;

(6) For chemical indicators or bacteriological stains;

(7) For medicinal, therapeutic or diagnostic uses;

[NOTE: Paragraphs (8), (9), (10) formerly (9), (10), (11) redesignated July 27, 1944]

(8) For ultimate delivery to or by a retailer (who for this purpose means one who sells dyestuffs and other merchandise directly to the general public for its consumption, e. g., a general store, a drug store, etc.) of dyestuffs in containers not exceeding 8 ounces in content; or

(9) To replace in inventory amounts which, although not acquired for any of the uses referred to in any of the subparagraphs of this paragraph (d), were nevertheless used for one or more of such purposes.

(10) For purposes other than coloring (e. g. rubber chemicals).

Provided, That all deliveries of dyestuffs exempted from the restrictions of said paragraphs (b) and (c) by subparagraphs (2), (3), (4), (5), (6), (7), or (9) of this paragraph (d) shall be made only upon the receipt by the vendor from the purchaser of a certificate signed by such purchaser, or by a person authorized to sign in his behalf, in substantially the following form:

The undersigned hereby certifies to his vendor and to the War Production Board that the dyestuffs to be delivered on the annexed purchase order will be used for one or more of the purposes specified in paragraph (d) of Conservation Order M-103, or will replace inventory so used.

(e) The War Production Board may authorize the delivery and acceptance of delivery, export of and delivery for export of additional quantities of Classes A, B, C and D dyestuffs to be used as specifically directed. Such authority will be issued either in the form of individual letters or by published Directions supplemental to this order. Applications by letter for authorizations under this paragraph may be filed by producers of dyestuffs or commercial dyestuff users. Authorizations for dyestuffs to be used in dyeing apparel for export may be granted when the dyestuffs will be used to fill contracts or subcontracts of a government agency or for other essential export uses. Authorization which in the aggregate would require more than a total of 2 per cent of the domestic dyestuff production for export as dyestuffs, or for use in redyeing apparel for export, will be granted only upon program determinations.

[Paragraphs (f), (g), (h), (j), (k), (l), (m), formerly (e), (f), (g), (h), (j), (k), (l), redesignated July 27, 1944]

(f) *Treatment of mixtures.* In the case of physical mixtures of different classes of dyestuffs containing a component or components of one class to the extent of at least 90% of the value of such mixture, such mixtures shall be considered as belonging to the class to which said component or components belong. In the case of all other physical mixtures of dyestuffs, the classes of components shall be considered separately.

(g) *Restrictions on use of specific dyestuffs.* No person shall use any:

(1) [Deleted Oct. 23, 1943.]

(2) Anthraquinone in any physical form in discharging (including color and white discharge), stripping or destroying naphthol (azoic), vat or other dyes already present on textile fibers. This provision shall not prohibit the use of Anthraquinone in the manufacture of dyestuffs.

(3) Annato or annato extracts for coloring any materials other than food products.

(h) *Restrictions on inventory.* In addition to the restrictions on inventory contained in Priorities Regulation No. 1 (§ 944.14), no person shall accept delivery of any Class A dyestuffs which will increase his inventory thereof beyond an amount which, to the best of his knowledge and belief, will be used by him in the next 45 days.

(i) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter in triplicate, referring to the particular provision appealed from and stating fully the grounds of the appeal.

(j) *General prohibitions.* No person shall deliver or accept delivery of any dyestuffs, if he knows, or has reason to believe, such material is to be used or is to be delivered or accepted in violation of the terms of this order.

(k) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using material under priority control and may be deprived of priorities assistance.

(l) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable regulations of the War Production Board, as amended from time to time.

(m) *Communications to the War Production Board.* All communications concerning this order, shall, unless otherwise directed in writing, be addressed to: War Production Board, Textile, Clothing and Leather Bureau, Washington 25, D. C., Reference: M–103.

Issued this 27th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

LIST A

PART I—TECHNICAL NAMES

NOTE: Item 9 deleted July 27, 1944.

1. Brown R CI 1151.
2. Brown G CI 1152.
3. Olive R CI 1150.
4. Golden orange R CI 1097
5. Khaki 2G Pr 122.
6. Olive T.
7. Olive GGL.
8. Olive green B.

PART II—TRADE NAMES

Note: "Idanthrene yellow 3 RD" deleted July 27, 1944.

Amanthrene dark olive B.
Amanthrene Khaki 2G Pr 122.
Amanthrene olive R CI 1150.
Amanthrene olive green B.
Calcoloid golden orange RRTD CI 1097.
Calcosol brown G CI 1152.
Calcosol brown R CI 1151.
Calcosol brown RP CI 1151.
Calcosol golden orange RRTD CI 1097.
Calcosol golden orange RRTP CI 1097.
Calcosol khaki G Pr 122.
Calcosol olive R CI 1150.
Carbanthrene brown AR CI 1151.
Carbanthrene brown AG CI 1152.
Carbanthrene golden orange RRT CI 1097.
Carbanthrene prtg. golden orange RRT CI 1097.
Carbanthrene khaki 2G Pr 122.
Carbanthrene olive R CI 1150.
Cibanone brown 3G CI 1152.
Cibanone brown GR CI 1151.
Cibanone golden orange 2R CI 1097.
Cibanone olive 2R CI 1150.
Indanthrene brown FRA CI 1151.
Indanthrene brown GA CI 1152.
Indanthrene brown GAF CI 1152.
Indanthrene brown GAP CI 1152.
Indanthrene brown GWF CI 1152.
Indanthrene brown GWP CI 1152.
Indanthrene brown RA CI 1151.
Indanthrene brown RAP CI 1151.
Indanthrene brown RWF CI 1151.
Indanthrene khaki 2GA Pr 122.
Indanthrene khaki 2GF Pr 122.
Indanthrene khaki 2GWP Pr 122.
Indanthrene olive green BA.
Indanthrene olive RA CI 1150.
Indanthrene olive RAP CI 1150.
Indanthrene olive RW CI 1150.
Indanthrene olive RWF CI 1150.
Indanthrene orange RRTA CI 1097.
Indanthrene orange RRTF CI 1097.
Indanthrene orange RRTP CI 1097.
Indanthrene orange RRTW CI 1097.
Indanthrene olive T.
Ponsol brown AG CI 1152.
Ponsol brown AR CI 1151.
Ponsol brown ARS CI 1151.
Ponsol green 2BL.
Ponsol golden orange RRT CI 1097.
Ponsol golden orange RRTS CI 1097.
Ponsol khaki 2G Pr122.
Ponsol olive AR CI 1150.
Ponsol olive ARS CI 1150.
Ponsol olive GGL.

[F. R. Doc. 44–11211; Filed, July 27, 1944; 11:56 a. m.]

Chapter XI—Office of Price Administration

PART 1347—PAPER, PAPER PRODUCTS, RAW MATERIALS FOR PAPER AND PAPER PRODUCTS, PRINTING AND PUBLISHING

[MPR 450,[1] Amdt. 4]

WRITING PAPER AND CERTAIN OTHER FINE PAPERS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation 450 is amended in the following respect:

1. The following is added to Appendix B, paragraph (g) (1):

Provided, however, That the maximum base prices for substance weight 16 pound shall apply only to the grades hereinabove listed and to such related grades as are commonly recognized by the trade as chemical wood pulp mimeograph paper. Such prices shall not be applicable to other related grades.

This amendment shall become effective August 1, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 27th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–11198; Filed, July 27, 1944; 11:29 a. m.]

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 11522, 14278; 9 F.R. 5803, 6711.

PART 1351—FOOD AND FOOD PRODUCTS

[MPR 280,[1] Amdt. 47]

FLUID MILK

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 1351.807 (b) (3) is added to read as follows:

(3) *Authorization in writing from the National Administrator.* Any regional office, when specifically so authorized in writing by the Administrator, may adjust or establish in accordance with such authority, any maximum price under this Maximum Price Regulation No. 280 for fluid milk sold at wholesale in bulk (other than in glass or paper containers) to stores, hotels, restaurants and institutions.

This amendment shall become effective August 1, 1944.

Issued this 27th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–11199; Filed, July 27, 1944; 11:31 a. m.]

*Copies may be obtained from the Office of Price Administration.

[1] 7 F.R. 6520.

[2] 8 F.R. 16409, 16294, 16239, 16433, 17372; 9 F.R. 790, 902, 1531, 2008, 2028, 2091, 2493, 4030, 4036, 4038, 4434, 4786, 4787, 4877, 5923, 5929, 6104, 6108, 6420, 6711, 7269, 7288, 7434, 7428, 7560, 7583, 7759, 7774, 7634.

PART 1439—UNPROCESSED AGRICULTURAL COMMODITIES

[MPR 426,[2] Amdt. 44]

FRESH FRUITS AND VEGETABLES FOR TABLE USE, SALES EXCEPT AT RETAIL

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.*

Appendix J in section 15 is amended in the following respects:

1. Table 3 in paragraph (d) is amended to read as follows:

TABLE 3—MAXIMUM PRICES FOR PLUMS

Col. 1	2	3	4	5	6	7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum prices for fruit loaded on car or truck at shipping point.	Maximum prices for sales delivered to any wholesale receiving point in any quantity.	Maximum prices for sales by certain persons in less-than-carlots for less-than-truckloads delivered to the premises of any retail store, government procurement agency or institutional buyer.[4]
	Plums loaded and packed in standard 4-basket crates (WPB L232 Nos. 37, 38, 39, 40) with the following size and net weight classes:					
1	Size 3 x 4 — Net weight: Not less than 29 pounds; Not over 33 pounds	Per 4-basket crate.	Beginning of season—July 26	$2.91	Column 5 price plus freight (including 3% transportation tax) from Sacramento, California, plus protective services.[2]	Col. 6 price plus 93 cents
2	3 x 4 x 4 — 29 pounds — 33 pounds		July 27—to end of season	3.19		Col. 6 price plus 91 cents
3	4 x 4 — 28 pounds — 32 pounds		Beginning of season—July 26	2.82		
			July 27—to end of season	2.06	California, Oregon, Washington	
4	3 x 4 x 5 — 26 pounds — 30 pounds		Beginning of season—July 26	2.63		Col. 6 price plus 86 cents
5	4 x 5		July 27—to end of season	2.88		
6	5 x 5 — 24 pounds — 28 pounds		Beginning of season—July 26	2.44		Col. 6 price plus 81 cents
			July 27—to end of season	2.68		
7	5 x 6 — 23 pounds — 27 pounds		Beginning of season—July 26	2.35		Col. 6 price plus 79 cents
8	6 x 6		July 27—to end of season	2.38		
9	Plums graded and packed in standard 4-basket crates of each of the above sizes (items 1–8 above) with a net weight of less than or more than that specified for each size, and plums of any size graded and packed in all other containers.	Per pound.	Beginning of season—July 26	9.4 cents	California, Oregon, Washington	Column 5 price plus freight (including 3% transportation tax) from Sacramento, California plus protective services.[2] — Col. 6 price plus 3½o cents
10			July 27—to end of season	10.3 cents		
11	Plums sold loose and ungraded in any container.[1]	Per pound.	Beginning of season—July 26	8.2 cents	California, Oregon, Washington	Column 5 price plus freight (including 3% transportation tax) from Sacramento, California plus protective services.[2] — Col. 6 price plus 3½o cents
			July 27—to end of season	9.1 cents		

[1] The maximum price for plums sold in bulk (loose without containers) shall be 2.0 cents per pound less than the maximum prices per pound listed for item 11 in columns 5, 6, and 7.

[2] Protective service allowances shall be added in accordance with the following groups of wholesale receiving points:

Wholesale receiving points	Allowance for protective services. (Includes 3% tax.) For containers of 20 lbs. and over	Allowance for protective services. (Includes 3% tax.) Per lb. for containers under 20 lbs.
1. In all States wholly east of the Mississippi River, except in Wisconsin and Illinois	$0.14	7/10 cent.
2. In all other States, except in California, Oregon and Washington	.11	1/2 cent.
3. In Oregon and Washington	.04	1/2 cent.
4. In California	.00	$0.00.

[3] No protective service allowances may be added for plums sold loose and ungraded in any container.

[4] For the sellers covered by column 7, see general provisions of this appendix

2. In Table A in paragraph (e) item 3 in Column 3 the parenthetical statement following the word "all" and reading (Items 1–7, Table 3) is amended to read: (Item 1–11, Table 3).

This amendment shall become effective July 27, 1944.

Issued this 26th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

Approved: July 26, 1944.

MARVIN JONES,
War Food Administrator.

[F. R. Doc. 44–11180; Filed, July 26, 1944; 4:41 p. m.]

PART 1351—FOOD AND FOOD PRODUCTS

[FPR 2, Supp. 3]

BARLEY

In the judgment of the Price Administrator, it is necessary and proper to establish permanent maximum prices for the sale and delivery of barley. The prices established herein are, in the judgment of the Administrator, generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and of Executive Orders Nos. 9250 and 9328.

Maximum Price Regulation 511, as amended, is superseded insofar as it establishes maximum prices for the sale and delivery of barley.

Such specifications and standards as are used in this supplement were, prior to such use, in general use in the trade or industry.

A statement of the considerations involved in the issuance of this supplement, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

*Copies may be obtained from the Office of Price Administration.

SUPPLEMENT 3 TO FOOD PRODUCTS REGULATION NO. 2—BARLEY

Sec.

1. Applicability.
2. Sales at other than maximum prices.
3. Evasion.
4. Applicability of provisions of Food Products Regulation No. 2.
5. Definitions and explanation of the supplement.
6. Base prices.
7. Maximum prices for sales by producers.
8. Maximum prices for sales by trucker-merchants.
9. Maximum prices for sales by country shippers.
10. Maximum prices for sales by merchandisers.
11. Maximum prices of purchases and sales by importers.
12. Limitations on total markups of country shippers and merchandisers, and on service charges of commission merchants and brokers which may be included in a maximum price.
13. Rules relating to additions to the maximum price.
14. Separate invoicing of charges, markups, and costs.

Appendix A.

Table I (a), Schedule of premiums and discounts over or under standard grade and quality.
Table I (b). Method of adjusting prices for grade and quality.
Table II. Description of "Area A"—Barley.
Table III. List of state and county base prices in "Area B".

AUTHORITY: Secs. 1 to 14, inclusive (§ 1351.393) issued under 56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.

Explanation of the relation of this supplement to Food Products Regulation No. 2. Not all of the provisions affecting the maximum prices for sales of barley are stated in this supplement. Those which are not specifically set forth here are stated in Food Products Regulation No. 2, and they are just as much a part of this supplement as if they were printed here.

The particular sections of Food Products Regulation No. 2 which are applicable to this supplement are listed at appropriate places in the provisions which follow. When any applicable section of the regulation is amended, the amendment also is applicable to this supplement.

SECTION 1. *Applicability.* Except for those sales exempted by paragraph (a) of this section, this supplement shall apply to all sales of imported and domestic barley, to all deliveries of such barley, whether immediate or future, and to all purchases in the course of trade or business of foreign grown barley to be imported into the United States.

(a) *Exempt sales*—(1) *Sales by retailers.* This supplement shall not apply to sales by retailers as defined herein. Supplement No. 1 to Food Products Regulation No. 2 shall apply.

(2) *Export sales.* This supplement shall not apply to any export sale. The maximum price for such sales shall be determined in accordance with the provisions of the Second Revised Maximum Export Price Regulation, as amended.

(3) *Emergency purchases.* Section 1.2 (a) of Food Products Regulation No. 2, dealing with the exemption of emergency purchases, is applicable to this supplement.

(4) *Seed barley.* This supplement shall not apply to sales of barley which the buyer intends to use for seed for planting or to resell for ultimate use as seed for planting. Section 2.7 of Food Products Regulation No. 2, dealing with special rules for such sales, is applicable to this supplement.

(5) *Prior contracts.* This supplement shall not apply to deliveries made prior to August 10, 1944 pursuant to contracts for the sale of barley entered into before the date of issuance of this supplement, if such contracts complied with the provisions of Maximum Price Regulation 511, as amended.

SEC. 2. *Sales at other than maximum prices.* (a) Regardless of any contract or obligation, no person shall sell or deliver, and no person shall, in the course of trade or business, buy or receive any barley covered by this supplement at a price above the maximum price established by this supplement, nor shall any person agree, solicit, offer, or attempt to do any of the foregoing: *Provided, however,* That certain agreements to raise prices are permissible, as provided for in subparagraph (1) of this paragraph.

(1) *Adjustable pricing.* Section 1.2 (b) of Food Products Regulation No. 2, dealing with adjustable pricing, is applicable to this supplement.

(b) Prices lower than the maximum prices established by this supplement may, of course, be charged or paid.

SEC. 3. *Evasion.* Any method whereby a seller obtains greater consideration than the maximum price, or whereby he gives less than the consideration due the buyer for the maximum price, is an evasion of this supplement, and, therefore, prohibited; any offer or agreement which accomplishes or attempts to accomplish such results is equally prohibited.

SEC. 4. (a) *Applicability of provisions of Food Products Regulation No. 2.* All provisions of Food Products Regulation No. 2 are applicable to and made a part of this supplement. The sections of Article I not heretofore referred to, and the sections of Articles II, III, IV, and V, with an indication of their subject matter, are as follows:

ARTICLE I

Section 1.2 (c) Documents, records and reports.
Section 1.2 (d) Licensing.
Section 1.2 (e) Enforcement.
Section 1.2 (f) Protests and petitions for amendment.

ARTICLE II

Section 2.1 Rules relating to delivery.
Section 2.2 Rules relating to commingling.
Section 2.3 General rules for determining the prices applicable to a withdrawal from a place of business. (This includes both provisions for averaging and for selling without averaging.)
Section 2.4 Limitation on markups by persons having certain agreements with their suppliers under which the supplier receives a rebate, dividend, or share of the profit.
Section 2.5 Rules providing markups for persons performing several marketing functions—the so-called "integrated business" rule.
Section 2.6 Pricing grains handled by processors when used in processing.
Section 2.7 Rules respecting sales of grain exempted, or for which a premium may be paid on basis of ultimate use.

ARTICLE III

Section 3.1 Definitions.

ARTICLE IV

Section 4.1 Base price of mixed grain.
Section 4.2 Maximum prices for sales of mixed grain.
Section 4.3 Applicability of this Article.

ARTICLE V

Section 5.1 Sales on contract futures markets.

SEC. 5. *Definitions and explanation of the supplement*—(a) *Definitions appearing in Food Products Regulation No. 2.* The definitions of the following terms, set forth in the designated sections of Food Products Regulation No. 2, are applicable to all the provisions of this supplement:

(1) "Person"—section 3.1 (a) (1) of Food Products Regulation No. 2.

(2) "Bushel"—section 3.1 (a) (2) of Food Products Regulation No. 2.

(3) "Barley" and "mixed grain"—section 3.1 (a) (3) of Food Products Regulation No. 2.

(4) "Feeder"—section 3.1 (a) (5) of Food Products Regulation No. 2.

(5) "His supplier" or "your supplier"—section 3.1 (a) (6) of Food Products Regulation No. 2.

(6) "His customer" or "your customer"—section 3.1 (a) (7) of Food Products Regulation No. 2.

(7) "Processor"—section 3.1 (a) (8) of Food Products Regulation No. 2.

(8) "Carload shipment"—section 3.1 (a) (9) of Food Products Regulation No. 2.

(9) "Less than carload lot" and "less than carload quantity"—section 3.1 (a) (10) of Food Products Regulation No. 2.

(b) *Additional definitions.* When used in this supplement, the following terms shall have the following meanings:

(1) "Test weight per bushel" means that factor in determining the grade of barley under the method prescribed in the Official Grain Standards of the United States.

(2) (i) "Malting barley" means barley which the buyer intends to use for manufacturing into barley malt, or to resell for use for that purpose. It does not include any of the following categories:

Mixed Barley and Black Barley as defined in the Official Grain Standards of the United States.
Barley grading lower than No. 4.

Barley containing in excess of 10 percent skinned and broken kernels.
Barley containing in excess of 12 percent wheat.
Barley containing in excess of 20 percent Trebi.
Barley containing in excess of 20 percent Spartan.
Barley containing in excess of 20 percent California Mariout or Club Mariout.
Barley containing in excess of 20 percent Vaughn.
Barley containing in excess of 20 percent Hero.

(ii) "Pearling barley" means barley which the buyer intends to use for manufacturing into pearled barley or any other product or products for human consumption, or to resell for ultimate use for those purposes. Such barley must grade No. 2 or better and must pearl white or creamy.

(3) "United States", when it refers to an area, means the 48 states and the District of Columbia.

"Area A" means the surplus producing areas of barley in the United States, as described in Table II of Appendix A.

"Area B" means all parts of the United States not included in "Area A".

(4) "Your transportation cost" means (i) If you employ a common carrier, contract carrier, or other carrier for hire or compensation, the charge which you actually incur for the transportation service; or

(ii) If you do your own hauling by truck or wagon, the hauling allowance at the scale set forth in definition (5); or

(iii) If you transport the lot by barge or vessel owned, leased, or chartered and operated by you, the going rate for the same movement, if there is such a going rate, or if there is no going rate for the same movement, then the going rate for the most similar movement not to exceed the reasonable value of the services; or

(iv) When any movement involves a combination of more than one of the types of transportation included in (i), (ii) and (iii), the transportation cost for the movement of each type shall be computed separately and the results added.

(v) If any part of the movement is by barge or vessel, you may add customary vessel brokerage, cargo insurance, and outturn insurance or allowance on such lot, to the extent not included in the cost computed under (i) or (iii) above.

(5) "Hauling allowance" means the following scale of charges:

If the total haul does not exceed 100 miles—8 cents per 100 pounds for the first five miles or fraction thereof plus 1 cent per 100 pounds for each additional five miles or fraction thereof; or

If the haul exceeds 100 miles, the lowest carload rail rate from the rail point nearest the point of origin to the rail point nearest point of destination plus 8 cents per 100 pounds, but not to exceed 22 cents per 100 pounds plus ¼ cent per 100 pounds for each five miles or fraction thereof over 100 miles.

In applying the above mileage scale all distances shall be determined via the shortest route between point of origin and point of destination reasonably suitable for truck movement.

(6) "Producer" means, with respect to any lot of barley, grown in the United States, either

(i) The person who grew or harvested such lot of barley; or

(ii) A landlord who received such lot of barley as or in lieu of rent for the farm where grown; or

(iii) Any person who delivers the barley to his customer at the farm where grown or at roadside near such farm. The result of this is that if you do not deliver the barley to your customer off the farm where grown you do not secure a higher price than the person who grew it would have received.

(7) "Country shipper" means, with respect to any lot of barley, a person who purchases and receives the barley from a producer in any quantity before any movement by rail car or barge, and (i) delivers it to his customer at a point which is neither on the farm where grown nor at roadside near such farm, and (ii) delivers it in any manner other than as a trucker-merchant or as a retailer.

(8) "Trucker-merchant" means, with respect to any lot of barley, a person who purchases such barley for resale and, without loading it into a barge or railroad car or unloading it into an elevator or warehouse for his own account and use, transports and delivers the same to his customer in a truck or wagon owned or leased and operated by him.

(9) "Merchandiser" means, with respect to any lot of barley owned by him, a seller, other than a retailer, for whom a maximum price is not otherwise provided in this supplement. In other words, he is a person who merchandises the barley other than as a producer, country shipper, trucker-merchant, or retailer.

(10) "Retailer" means, with respect to any lot of barley, a person who unloads such barley into his store and sells and delivers it to a feeder.

(11) "Store" means a building where a regular business of selling and delivering grain and/or feeds to feeders is carried on, and where the owner or one or more of his employees work on a substantially full-time basis in such business or in a general retail business of which such grain and feed business is a part. If several employees divide their time between the retail business and other work, the requirement of a substantially full-time employee will be satisfied if the aggregate time which the several employees spend in the retail business equals a full work day for one person. Occasional sales of grain and feed to other than feeders may be made, but only as an incidental part of the business if its status as a "store" is to be maintained.

(12) "Broker" means, with respect to any lot of barley, a person who, acting for the account of either seller or buyer or both, negotiates a sale or purchase of such barley for either seller or buyer or both other than as a commission merchant or as an employee of either seller or buyer. No person can be a broker as to barley owned by him.

(13) "Commission merchant" means, with respect to any lot of barley, a person who receives a carload shipment or a lot of 60,000 pounds or more on behalf of another person who is the owner thereof and negotiates or has negotiated a sale of such barley in his own name to a person other than himself on a recognized grain exchange in any of the following cities:

Buffalo, N. Y.	Kansas City, Mo.
Chicago, Ill.	Louisville, Ky.
Cincinnati, Ohio.	Memphis, Tenn.
Dallas, Tex.	Milwaukee, Wis.
Denver, Colo.	Minneapolis, Minn.
Des Moines, Iowa.	Omaha, Nebr.
Duluth, Minn.	Peoria, Ill.
Enid, Okla.	St. Joseph, Mo.
Fort Worth, Tex.	St. Louis, Mo.
Hutchinson, Kans.	Salina, Kans.
Indianapolis, Ind.	Sioux City, Iowa.
Toledo, Ohio.	

Regardless of any of the provisions of this supplement, division of commission charges may be made with and paid to exchange members in accordance with rules of the respective exchanges which were in effect January 1, 1943, and sellers of barley who are members may receive such divisions.

(14) "Terminal base point" means any city listed in section 6, and includes all points within the corporate or switching limits of such city.

(15) "Interior point" means any point other than a terminal base point, except that with respect to any particular lot of barley it does not include the farm where such barley was grown.

(16) "Interior rail point" means any point other than a terminal base point having facilities for the loading of railroad freight cars and from which railroad freight rates are published as provided by law.

(17) "Base price" means the price per bushel, with adjustments for grade and quality, as provided in section 6. These base prices shall not be used independently as maximum prices nor shall they be used in any other method than is specifically provided in the maximum pricing provisions (sections 7 to 11, inclusive).

(c) *General explanation of the pricing provisions in this supplement.* This supplement provides a maximum price for every kind of seller and for every kind of sale not exempted under other provisions of this supplement. You may not always be the same type of seller on different lots of barley that you sell, and you must consult the definitions to learn the type of seller you are in connection with any particular sale. In order that pricing provisions should be fair to every kind of handler, it has been necessary to define types of sellers more closely by reference

to the functions they perform in each transaction rather than by popular terminology used by the trade. You must, therefore, be careful to study the definitions in connection with the particular sale you want to price. After you have decided the type of seller you are on a particular sale, you look in the following sections for your maximum price.

If you are a producer, see section 7.
If you are a trucker-merchant, see section 8.
If you are a country shipper, see section 9.
If you are a merchandiser, see section 10.
If you are an importer, see section 11.
If you are a retailer, you will find your maximum price in Supplement No. 1 to Food Products Regulation No. 2.
If you are selling mixed grain, your maximum price is provided in Article IV of Food Products Regulation No. 2.

In some cases, you will find that your maximum price depends on your supplier's maximum price. In other cases, as in sections 7, 9, 10, or 11, you will find that your maximum price for the sale of a particular lot of barley depends on what is called a "base price," which you will find in section 6. Base prices are not maximum prices although sometimes you will find that the maximum price on a particular lot is the same as the base price; but more often the maximum pricing provisions provide that you deduct something from, or add something to, the base price in computing your maximum price.

SEC. 6. *Base price.* As explained in the preceding section, "base prices" are not maximum prices but are used in the determination of maximum prices. All barley does not have the same value because of variations in grade and quality, and also because barley located at one point may command a different price than barley located at another point. Base prices are, accordingly, worked out to reflect differences in grade and quality and differences in location. Generally speaking, this supplement starts any lot of barley into marketing channels with a maximum price at or near its origin, and these base prices are for the purpose of arriving at such initial maximum price for the particular grade, quality, and location. At different levels of marketing the supplement permits the addition to base prices of transportation costs, markups, and similar incidents to distribution.

In order to provide a base price for domestic barley at every point in the United States for every grade and quality, it is necessary to establish base prices by location for a "standard grade" of barley and provide premiums and discounts from that "standard grade" for other grades and qualities. The "standard grade" is No. 2 barley having a test weight of 46 pounds per bushel. Base prices for other grades and qualities are determined by adding or subtracting the premiums and discounts provided in Table I of Appendix A to or from the corresponding price for the "standard grade;" Except, that barley grown in California and Nevada and in the counties of Lake and Klamath in Oregon is not required to be sold on grade and the base prices in paragraph (a) shall apply on all sales of such barley without discount or premium for grade: *Provided*, That the premium allowed for malting barley or pearling barley may be charged and paid.

(a) Base prices by location for the "standard grade" of barley, and for other barley not required to be sold on grade, shall be as follows:

(1) At the following terminal base points, the prices per bushel as shown:

Terminal base point:	Price per bushel
Chicago, Ill.	$1.20
Milwaukee, Wis.	1.20
Minneapolis and St. Paul, Minn.	1.14
Duluth, Minnesota, and Superior, Wis.	1.14
Omaha, Nebraska, and Council Bluffs, Iowa	1.14
Sioux City, Iowa	1.12½
San Francisco, Calif.	1.23
Los Angeles, Calif.	1.24
Portland, Oreg.	1.13
Seattle and Tacoma, Wash.	1.13
Ogden, Utah	1.15

(2) At any interior rail point in Area A the highest price determined by deducting from the base price at any terminal base point the transportation charges per bushel from such interior rail point to such terminal base point at the lowest domestic carload freight rate.

(3) At any interior point in Area A, other than an interior rail point, the base price at the nearest interior rail point.

(4) At any interior point in Area B, the price set forth in Table III of Appendix A opposite the state and county or parish wherein the interior point in question is situated. If any interior point lies in the two price zones, its base price shall be the price of the higher zone. If any interior point lies in a zone for which no price is named, its base price shall be the highest base price in any county or parish abutting such zone.

(5) At the farm where grown, the base price of the nearest interior rail point less 4 cents per bushel.

(b) For base prices on imported barley, see section 11 of this supplement.

SEC. 7. *Maximum prices for sales by producers.* You will find that the term "producer" has been defined to include several persons. It includes a person who grew or harvested the lot of barley, and a landlord who received the barley as or in lieu of rent for the farm where grown. In addition, for the purposes of the maximum pricing provisions, it includes any other person who delivers the barley to his customer on the farm where grown or at roadside near such farm, the price result of this being that you must deliver the barley to your customer away from the farm where grown or roadside nearby in order to secure a higher price than the person who grew the barley could have received.

You will not be acting as a producer in selling barley, but as a country shipper, merchandiser, or retailer, as the case may be, *Provided*, That before selling the barley you have it transported to a store, elevator, or warehouse operated by you at which you carry on a regular business of buying and selling grain produced by others, and in the operation of which business you employ, at such place, one or more full-time salaried employees, or yourself work in that business at that place on substantially a full-time basis. Under such circumstances, your maximum price shall be determined as though you purchased the barley from another producer at that producer's maximum price on his delivery made to your store, elevator, or warehouse.

In connection with any delivery by you as a producer, if your customer performs any service or incurs any expense in connection with growing, threshing, harvesting, collecting from field, or assembling at point where available for ready transportation from farm, the reasonable value of all such services performed and the expense so incurred must be deducted when he pays you the appropriate maximum price.

The maximum price of a producer is as follows:

(a) If you deliver any lot of barley on the farm where grown or at roadside near the farm, your maximum price per bushel, bulk, shall be the base price at the farm where grown, with the following two exceptions:

(1) If there is an interior rail point on the farm, and you deliver the barley to your customer at a rail loading facility at such interior rail point, your maximum price shall be the base price at the interior rail point, less one cent per bushel if delivered to your customer loaded in a rail car or less 2½ cents per bushel if not so loaded.

(2) If you are a landlord and you receive the barley from your tenant as or in lieu of rent, and if the lease or rental agreement between you provides for delivery of the barley at some point other than the farm where grown, then your maximum price for the sale of the barley to your tenant for delivery at the farm shall be the base price at the farm plus 1½ cents per bushel.

(b) If you deliver the barley by truck or wagon from the farm where grown to an elevator or warehouse (not including a delivery to a feeder, store, or processing plant, which is covered in paragraph (e) separately), your maximum price per bushel, bulk, shall be the base price at that point less 2½ cents per bushel.

(c) If you store the barley in any elevator or warehouse located at an interior point and deliver it to your customer in storage, your maximum price shall be the base price at that point less one cent per bushel, but you must either pay or have deducted from the payment of the maximum price to you all accrued storage and handling charges, including the loading out charges. If your customer is also the warehouseman, the deduction for handling and loading out shall be not less than 1½ cents per bushel.

(d) (1) If you deliver the barley by truck or wagon from the farm where grown to your customer at a rail loading facility at an interior rail point, without loading into cars, your maximum price per bushel, bulk, shall be the base price at that point less 2½ cents per bushel; or

(2) If you deliver the barley to your customer loaded aboard a rail car or barge, and if it is delivered at point of loading, your maximum price shall be the base price at point of loading less 1 cent per bushel; or

(3) If after so loading the barley on a rail car or barge, you deliver it to your customer following a rail or barge movement, your maximum price shall be the base price at point of loading less 1 cent per bushel but plus your transportation cost from the point of loading: *Provided*, That if after a rail or barge movement you store the barley, you must either pay or have deducted from the payment of the maximum price to you all accrued storage and handling charges, and the loading out charge. If your customer is also the warehouseman, the deduction for handling and loading out shall be not less than 1 cent per bushel.

(e) You may deliver the barley by truck or wagon to either a feeder, store, or processing plant, in which case your maximum price per bushel, bulk, shall be the base price at the farm where grown plus your transportation cost from the farm to the point of delivery to your customer.

(f) If you deliver the barley to your customer in any manner other than as provided above, your maximum price shall be the base price on the farm where grown plus 1½ cents per bushel.

SEC. 8. *Maximum prices for sales by trucker-merchants.* Trucker-merchant is defined as one who purchases barley for resale and, without loading it into a barge or railroad car or unloading it into an elevator or warehouse for his own account and use, transports and delivers the barley to his customer in a truck or wagon owned or leased and operated by him.

If you are a trucker-merchant under this definition, your maximum price per bushel, bulk, for the sale of any lot of barley is your supplier's maximum price on the sale and delivery to you plus your hauling allowance from the point where you received delivery from your supplier to the point of delivery to your customer: *Provided*, That if you deliver the barley to a terminal base point, your maximum price shall not exceed the base price at such point less 1¼ cents per bushel.

Every trucker-merchant shall, with respect to every lot of barley transported by him as a trucker-merchant, procure or prepare a statement of information which shall accompany the barley while in transit on the truck. Such statement shall set forth the name and address of the trucker-merchant and of his supplier, the date of purchase, the point where he received delivery, and the grade and purchase price of the barley. Upon delivery of the barley by the trucker-merchant, a copy of the statement of information signed by the trucker-merchant shall be given to his customer showing also the point of delivery to his customer and the transportation charge being made. Copies of this statement shall be retained by the trucker-merchant and by his customer as a part of their records.

For enforcement purposes, it is necessary that both the shipments themselves and the records of the trucker-merchant covering such shipments be inspected while in transit. Failure of a trucker-merchant to stop for such inspection in response to instructions in a sign conspicuously posted at roadside or upon signal by an Office of Price Administration enforcement official shall be a violation of this supplement, subject to all penalties of the Emergency Price Control Act of 1942, as amended.

SEC. 9. *Maximum prices for sales by country shippers.* "Country shipper" is defined in section 5 (b) (7) to mean, with respect to any lot of barley, a person who purchases and receives the barley from a producer in any quantity before any movement by rail or barge and delivers it to his customer at a point which is neither on the farm where grown nor at roadside near the farm, in any manner other than as a trucker-merchant or retailer.

This section sets forth the maximum prices for the ordinary "country shipper" marketing transactions.

If, however, your transaction is a sale and delivery of malting barley, you may add 1¼ cents per bushel to the maximum price which would otherwise apply under this section, but in that case you are subject to all the rules and restrictions set forth in section 2.7 of Food Products Regulation No. 2. This extra markup for malting barley is not subject to the limitation on markups provided in section 12 of this supplement.

To the prices determined under this section, you may add various charges which you incur, or allowances for special handling of the barley, under the rules provided in section 13. Subject to such additions, the maximum prices per bushel, bulk, for sales by a country shipper are as follows:

(a) If you deliver the barley in a lot of 60,000 pounds or more, or as a carload shipment, loaded in a rail car or barge, or after a movement by rail or barge, your maximum price per bushel, bulk, shall be the base price at the point where first so loaded plus your transportation cost, if any, from the point of loading: *Provided*, (1) That if, after a rail or barge movement you store the barley, you must either pay or have deducted from the payment to you of the maximum price, all accrued storage and handling charges, and the loading out charge. If your customer is also the warehouseman, the deductions for handling and loading out shall be not less than 1 cent per bushel.

(b) If your delivery, after any movement by rail car or barge, is in a less-than-carload quantity, you shall add 2½ cents per bushel if delivered to a feeder, or 1¼ cents per bushel if delivered to any other person, to your maximum price for a carload shipment as computed in paragraph (a), and plus your transportation cost, if any: *Provided*, That if you do your own hauling and, therefore, your transportation cost is the hauling allowance set forth in section 5 (b) (5), and if the distance you haul the barley is more than 60 miles, you shall not then add the markups provided in this paragraph because the scale is so established that for that distance or more, it includes an adequate profit on the sale of the barley hauled.

The additional markups in this paragraph will not be subject to the limitation on markups provided in section 12 of this supplement.

(c) (1) If you deliver the barley in any quantity stored in the elevator or warehouse to which it was hauled by truck or wagon from the farm where grown, your maximum price per bushel, bulk, shall be the base price at the point where the elevator or warehouse is located, but you must either pay, or have deducted from payment of the maximum price to you, all accrued storage and handling charges, and the loading out charge. If your customer is also the warehouseman, the deduction for handling and loading out shall be not less than 1½ cents per bushel.

(2) If you deliver the barley from such elevator or warehouse, in a less-than-carload quantity, your maximum price shall be the base price at that point plus 2½ cents per bushel if delivered to a feeder, or plus 1¼ cents per bushel if delivered to any other person, and plus your transportation cost, if any: *Provided*, That if in making delivery you do your own hauling, you shall add the hauling allowance set forth in section 5 (b) (5), but if the distance is more than 60 miles, you shall not add the extra markup provided in this subparagraph for the reason explained in paragraph (b) of this section.

The additional markups in this subparagraph will not be subject to the limitation on markups provided in section 12 of this supplement.

(d) If you deliver the barley from the farm where grown by a for-hire truck or wagon to a store, feeder, or processor, your maximum price shall be the base price at the farm, plus 2½ cents per bushel, and plus your transportation cost. (If so delivered in your own truck, you would come under the

definition of "trucker-merchant" and price accordingly.)

(e) The maximum price for the sale by a country shipper of any lot of barley handled in any manner not specified above shall be the base price at the farm where grown plus 1½ cents per bushel.

SEC. 10. *Maximum prices for sales by merchandisers.* With the exception of persons acting as producers or country shippers, all sellers who deliver barley in any manner other than as trucker-merchants or retailers, are "merchandisers" by definition.

This section sets forth the maximum prices for the ordinary "merchandiser" marketing transactions. If, however, your transaction is a sale and delivery of malting barley, you may add 1¼ cents per bushel to your maximum price which would otherwise apply under this section, but in that case you are subject to all the rules and restrictions set forth in section 2.7 of Food Products Regulation No. 2. This extra markup for malting barley, and the less-than-carload extra markups in paragraph (a) (3), are not subject to the limitation on markups provided in section 12 of this supplement, but all other markups provided in this section *are* subject to those limitations. To these prices you may be entitled to add various charges which you may incur, or allowances for special handling of the barley, under the rules provided in section 13 of this supplement. Subject to such additions, the maximum prices per bushel, bulk, for sales by a merchandiser are as follows:

(a) (1) For all deliveries of barley which you receive and deliver in quantities of 60,000 pounds or more, or as a carload shipment, you calculate your maximum price by adding to your supplier's maximum price on the sale and delivery to you (or to the price of a withdrawal of grain as determined under section 2.3 of Food Products Regulation No. 2) your transportation cost and a markup of 1¼ cents per bushel.

(2) If you receive any lot of barley from your supplier by truck or wagon, and his maximum price on the sale and delivery to you exceeds the base price at the point where he delivered the barley to you, less 1¼ cents per bushel, you must, if you reship the barley by rail or barge or sell it in storage, use such base price less 1¼ cents per bushel in place of your supplier's maximum price, and after such adjustment you calculate your maximum price as provided in subparagraph (1).

(3) If you deliver any lot of barley in a less-than-carload quantity, your maximum price shall be as computed in subparagraph (1) plus 2½ cents per bushel if delivered to a feeder or plus 1¼ cents per bushel if delivered to any other person, and plus your transportation cost, if any: *Provided*, That if you do your own hauling and, therefore, your transportation cost is the hauling allowance set forth in section 5 (b) (5), and if the distance you haul the barley is more than 60 miles, you shall not then add the markups provided above because the scale is so established that for that distance or more, it includes markups for the sale of the barley hauled.

(b) If you deliver the barley to your customer in storage, you must either pay or have deducted from the payment of the maximum price to you all accrued storage and handling charges, and the loading out charges. If your customer is also the warehouseman, such deduction for handling and loading out shall be not less than 1 cent per bushel.

SEC. 11. *Maximum prices of purchases and sales by importers.* (a) (1) "Importer" means, with respect to any lot of barley grown outside the United States, the first person who owns the lot after entry into the United States, and who sells it through his office located in the United States or who processes it at his plant located within the United States. When he sells the barley, the importer will be either a merchandiser, trucker-merchant, or retailer, according to the manner in which he sells.

(2) "Imported barley" means any lot of barley grown outside the United States which is either

(i) To be imported into the United States, or

(ii) Is still owned by the importer of such lot.

(3) "Cif" (cost, insurance, freight) means, with respect to the price of any lot of barley delivered by vessel, the price delivered alongside or on the vessel at the port where discharged, the seller having paid all customary expenses to that point and also marine insurance and freight to the delivery port, together with any export taxes, or other fees or charges, if any, levied because of exportation. The buyer shall receive the barley upon arrival, handle and pay for all subsequent movement of the barley, including taking delivery from the vessel in accordance with bill of lading clauses and terms; pay all costs of landing, including any duties, taxes, and other expenses at the named point of destination. The buyer must also pay for war risk insurance, if any, provided by the seller and for certificates of origin, consular invoices, or any other documents issued in the country of origin, or of shipment, or both, which may be required for importation of the barley into the United States.

(b) (1) The base price per bushel, bulk, for imported barley which enters the United States by truck or wagon shall be the base price on domestic barley of the same grade and quality at the point of delivery.

(2) Base prices for imported barley entering the United States other than by truck or wagon via different points of entry shall be determined with reference to certain base points which may be established by order of the Administrator at any time.

(3) Base prices for imported barley may be provided by order of the Administrator, in United States dollars, bulk, per bushel of 48 pounds at certain base points for specified grades and qualities according to the circumstances connected with any anticipated importation. Such base prices shall be calculated to equalize as nearly as practicable the prices of imported barley at its expected final destination or destinations with estimated maximum prices for domestic barley of the same grade and quality delivered at those points, under the provisions of this supplement.

Importers of barley shall make application to the Price Administrator for issuance of such orders before entering imported barley into the United States other than by truck or wagon as provided above.

(c) If you are an importer, the maximum price per bushel, bulk, at which you can purchase any lot of imported barley shall be:

(1). For vessel shipment to the United States:

(i) If purchased Cif the port of discharge, the base price at such point, or

(ii) If purchased loaded aboard rail cars, barges or trucks, the base price at the port of discharge plus the expenses incurred by your supplier (not in excess of any published rates therefor) for taking delivery of the barley from the vessel; costs of landing; inspection and weighing from vessel into elevator or warehouse; elevation, including loading into conveyances for inland transportation; clearing through customs, including any taxes and tolls assessed against the barley at port of discharge; and plus your supplier's transportation cost, if any, from the port of discharge, or

(iii) If purchased in storage at any point, the maximum price as calculated in subdivision (ii) for such point, but your supplier must either pay or have deducted from the payment of the maximum price to him all accrued storage and handling charges, including loading out charges, and the out-inspection and weighing charges.

(2) If purchased for rail shipment into the United States, the base price at the destination to which your supplier incurs the freight: *Provided*, That if purchased in storage after rail shipment into the United States, your supplier must either pay or have deducted from the payment of the maximum price to him all accrued storage and handling charges, and the loading out charges.

(3) (i) If purchased for shipment or after shipment into the United States by truck or wagon, the base price at the point of delivery to you in the United States less 2½ cents per bushel: *Provided*, That if purchased in storage after such movement, the maximum price is the base price less 1 cent per bushel, but your supplier must either pay or have deducted from the payment of the maximum price to him all accrued storage and handling charges, and the loading out charge, or

(ii) If purchased loaded aboard rail cars after shipment into the United States by truck or wagon, the base price at the rail point where so loaded less 1 cent per bushel, and plus your supplier's transportation cost, if any, on his sale and delivery to you.

(d) If you are an importer, your maximum price per bushel, bulk, for the sale of any lot of imported barley shall be determined under section 8 of this supplement if you sell as a trucker-merchant, or section 10 if you sell as a merchandiser, or under Supplement No. 1 to Food Products Regulation No. 2 if you sell as a retailer, by substituting your maximum purchase price as computed in this section, for "your supplier's" maximum price.

SEC. 12. *Limitations on total markups of country shippers and merchandisers, and on service charges of commission merchants and brokers which may be included in a maximum price.* In order to prevent undue accumulation of markups for distribution services, all markups (except the extra markups for sales of malting barley, and for less-than-carload sales, provided in sections 9 and 10) which merchandisers may add under this supplement or under Food Products Regulation No. 2, also all service charges of commission merchants and brokers and all merchandising markups of country shippers under Food Products Regulation No. 2, are subject to the limitations provided in this section. These limitations apply to the total of all such markups, and service charges for commission merchants and brokers.

(a) The maximum price for the sale of any lot of barley shall never include an amount in excess of 4¾ cents per bushel as a total of all merchandising markups and of all service charges for brokers and commission merchants, but this maximum of 4¾ cents per bushel shall be subject to the following zoning limitations as to transactions in Areas A and B:

(1) If you are the first person who contracts to deliver into Area A to a customer located in Area A a lot of barley originating or which has originated in Area B, such total shall not exceed 1¾ cents per bushel: *Provided*, That this zoning limitation shall not apply to sales in Area A by a selling office located in Area A of a merchandiser otherwise entitled to a greater markup under section 2.5 of Food Products Regulation No. 2.

(2) When barley is delivered to anyone in Area A, except as provided in (1), such total shall not exceed 3 cents per bushel.

(3) If you are the first person who contracts to deliver into Area B to a customer located in Area B barley originating in Area A or barley which previously has been marketed in Area A, such total shall not exceed 3 cents per bushel: *Provided*, That this zoning limitation shall not apply to sales in Area B by a selling office located in Area B of a merchandiser otherwise entitled to a greater markup under section 2.5 of Food Products Regulation No. 2.

These are limitations on the total of markups and service charges which may be included in any maximum price. They may lessen, but will never increase, the amount of any single maximum markup or maximum service charge.

SEC. 13. *Rules relating to additions to the maximum price*—(a) *Maximum charges for services of brokers and commission merchants, also provision for adding such charges subject to limitations.* (1) Notwithstanding the provisions of any other regulation, the maximum charge which a broker or a commission merchant may charge for all services in connection with any purchase and sale of a lot of barley shall be as set forth below. These are maximum service charges regardless of whether the barley is sold at its maximum price and regardless of whether the markups may be added to any maximum price.

(i) *Brokers.* The maximum service charge for all services of a broker with respect to a purchase and sale of any lot of barley is ½ cent per bushel.

(ii) *Commission merchants.* The maximum service charge for all services of commission merchants with respect to a purchase and sale of any lot of barley is 1¼ cents per bushel.

(2) Subject to the limitations set forth in section 12 of this supplement, any seller may add the service charge of a broker and any seller may add the service charge of a commission merchant to the maximum price he would otherwise be entitled to charge: *Provided*, That the seller actually incurs such charge and provided that no maximum price shall ever include more than 1 cent per bushel for total service charges of brokers and 1¼ cents per bushel for commission merchant's charges.

(b) *Elevation charges which may be added to your maximum price.* (1) Except as provided in subparagraph (2), if barley is unloaded into an elevator or warehouse in the United States from a rail car, barge, or vessel, the maximum price of the seller shall be increased by 1 cent per bushel provided the seller has actually incurred the expense of such elevation or handling, including loading out, except that if the seller is not the warehouseman and the expense he incurs or bears is less than 1 cent per bushel, he shall add to his maximum price only the actual amount so incurred or borne.

(2) When any lot of barley is transferred in the United States from rail cars or barge through an elevator or warehouse to lake vessel, the elevation or handling charges actually incurred by the seller (but not exceeding the charges in effect December 6, 1943) may be added to his maximum price: *Provided*, That if the barley is handled through an elevator or warehouse operated by the seller, he may add 1 cent per bushel.

(c) *Inspection and weighing charges.* (1) Where to complete a contract of sale of barley official inspection is necessary, the cost thereof shall be borne by the seller.

(2) Where to complete a contract of sale of barley official weighing is necessary, the cost thereof may be borne by either seller or buyer as the parties may agree: *Provided*, That if paid by the buyer, said expenditure shall not be added to the maximum price for any resale of said barley.

(d) *Sacks and sacking.* (1) When barley is sold in sacks and the seller furnishes both the sacks and the sacking, there may be added to the appropriate maximum price the reasonable market value of the sacks used (not exceeding any maximum price established thereon) plus, except where the seller is the producer, a sacking charge of 3 cents per bushel.

(2) When barley is sold in sacks by any seller other than the producer, and the sacks are furnished by the buyer and the seller does the sacking, there may be added to the appropriate maximum price a sacking charge of 3 cents per bushel.

(3) These charges may be added to the appropriate maximum price for succeeding sales while the barley is sold in sacks.

(4) Where any state law or trade custom requires that sacked grain be sold on gross weights (with the weight of the bag being paid for as grain) the addition to the maximum price for sacks or for sacking shall be reduced by the amount paid for the weight of the sacks.

(e) *Storage and carrying charges.* (1) If the seller, under a contract of sale, agrees to carry the barley beyond the date of sale, there may be added to the maximum price otherwise applicable a storage and carrying charge of not to exceed 1/25 of a cent per bushel per day, commencing at any agreed time after the date of sale and continuing to the date of delivery or shipment, or until five days after the date which the buyer names as the shipping or delivery date, whichever is earlier, provided that the buyer incurs no other cost of storage and carrying charge upon the barley during that period.

(2) For any resale, the maximum price of the seller shall not be increased for any such storage and carrying charges so added.

(3) This provision for the addition of storage and carrying charges shall have no application to barley stored or remaining on the farm where grown.

(f) Under certain special conditions persons performing several marketing functions may add to their maximum price merchandising markups for special services. These markups, and the conditions under which they may be added, are set forth in section 2.5 of Food Products Regulation No. 2.

SEC. 14. *Separate invoicing of charges, markups, and costs.* All service charges, markups, elevation and handling costs, and transportation costs permitted in respect to distributors in carload quantities shall be separately stated on the invoice to each purchaser of 60,000 pounds or more, or a carload shipment of barley.

APPENDIX A

TABLE I

(a) *Schedule of premiums and discounts over or under standard grade and quality.* The base price of the standard grade and quality, No. 2 barley with a test weight of 46 pounds per bushel, shall be adjusted for other grades and qualities by the following discounts and premiums:

Grade (all grades and special grade designations)	Minimum test weights per bushel								
	Under 35#	35#	38#	40#	43#	45#	46#	47#	50#
#1 Barley	−7	−5	−3	−1	0	+1	+1	+1	+2
#2 Barley	−8	−6	−4	−2	−1	0	0	0	+1
#3 Barley	−9	−7	−5	−3	−2	−1	−1	−1	0
#4 Barley	−10	−8	−6	−4	−3	−2	−2	−2	−1
#5 Barley	−11	−9	−7	−5	−4	−3	−3	−3	−2
Sample grade account factors other than moisture	−12	−10	−8	−6	−5	−4	−4	−4	−3

After applying the above schedule, further discounts shall be taken for other grade notations as follows:

Weevily—1 cent; Smutty—2 cents; Garlicky—2 cents; Tough—1 cent; Ergoty—2 cents; Blighted—1 cent; Mixed—1 cent. These discounts shall be cumulative.

The base price or the maximum price of barley containing over 16 percent moisture, or over 15 percent if Western barley, shall be the price for like barley without reference to this provision, minus 1 cent per bushel for each ½ percent by which the moisture content exceeds 16 percent (or 15 percent if Western barley).

Premiums for special barley.

"Malting barley", as defined in this supplement may be sold, subject to all the provisions of section 2.7 of Food Products Regulation No. 2 for sales of such special commodities, at premiums as follows:

For two-rowed Western barley: Hannchen variety grown in the Tule Lake and Klamath districts of southern Oregon and northern California; 25 cents per bushel. Hanna, Hannchen and Chevalier varieties grown in eastern Washington, eastern Oregon and northern Idaho; 25 cents per bushel.

All other malting barley: 15 cents per bushel.

Pearling barley: "Pearling barley", as defined in this supplement may be sold, subject to all the provisions and restrictions of section 2.7 of Food Products Regulation No. 2 for sales of such special grains, at a premium of 5 cents per bushel.

(b) *Method of adjusting prices for grade and quality.* The premiums and discounts in paragraph (a) of this table are used to adjust the price for the standard grade and quality (No. 2 barley, testing 46 pounds per bushel) so as to arrive at the price for a lot of barley grading other than standard. When barley is shipped out of a place of business, such outbound lot may be of different grade and quality than the inbound lot whose history you are using for the purpose of pricing the outbound lot. In such cases it is necessary to make a price adjustment to reflect such differences in grade and quality. This is done by adjusting the price of the inbound lot to a No. 2—46 pound (standard grade and quality) basis, by applying the schedule of premiums and discounts set forth in paragraph (a) of this table, and then adjusting that price in the same manner to determine the correct price for the grade and quality of the outbound shipment.

TABLE II—DESCRIPTION OF AREA A—BARLEY

All of North Dakota; all counties in South Dakota east of the Missouri River; the following counties in Nebraska: Knox, Antelope, Boone, Nance, Merrick, Polk, Butler, Saunders, Sarpy, and all counties north and east thereof; the following counties in Iowa: Dickinson, Clay, Buena Vista, Sac, Crawford, Shelby, Pottawattamie, and all counties north and west thereof; the following counties in Minnesota: Kittson, Marshall, Pennington, Red Lake, Polk, Norman, Mahnomen, Clay, Becker, Wilkin, Otter Tail, Traverse, Grant, Stevens, Douglas, Pope, Stearns, Wright, Hennepin, Dakota, Goodhue, Wabasha, Winona, Houston, and all counties south and west thereof; the following counties in Wisconsin: Pierce, Pepin, Buffalo, Trempealeau, Jackson, Juneau, Adams, Waushara, Winnebago, Outagamie, Brown, Kewaunee, and all counties south thereof; the following counties in Illinois: Lake, Cook, DuPage, Kane, McHenry, Boone, and De Kalb; the following counties in Montana: Wibaux, Prairie, Garfield, Petroleum, Fergus, Judith Basin, Cascade, Teton, Pondera, Glacier and all counties north and east thereof; the following counties in Idaho: Kootenai, Shoshone, Benewah, Latah, Clearwater, Nez Perce, Lewis, Idaho, Custer, Camas, Blaine, Butte, Clarke, Fremont, Teton, Madison, Jefferson, Bonneville, Bingham, Power, Oneida, Bannock, Franklin, Caribou, and Bear Lake; the following counties in Utah: Box Elder, Cache, Rich, and Weber; the following counties in Washington: Klickitat, Douglas, Grant, Benton, Lincoln, Adams, Franklin, Walla Walla, Spokane, Whitman, Columbia, Garfield and Asotin; the following counties in Oregon: Wasco, Sherman, Gilliam, Morrow, Umatilla, Union, and Wallowa; the following counties in California: Glenn, Butte, Colusa, Sutter, Yuba, Yolo, Sacramento, Solano, Contra Costa, San Joaquin, Stanislaus, Merced, Madera, Fresno, San Benito, Monterey, Kings, Tulare, Kern, San Luis Obispo.

TABLE III—LIST OF STATE AND COUNTY BASE PRICES IN AREA B

State and county	*Price per bushel*
Alabama:	
Clobert	$1.37
Cullman	1.37
Fayette	1.37
Franklin	1.37
Lamar	1.37
Lauderdale	1.37
Lawrence	1.37
Limestone	1.37
Madison	1.37
Marion	1.37
Morgan	1.37
Walker	1.37
Winston	1.37
All other counties	1.38
Arizona:	
All counties	1.20
Arkansas:	
Arkansas	1.27
Ashley	1.27
Baxter	1.26
Benton	1.24
Boone	1.25
Bradley	1.27
Calhoun	1.27
Carroll	1.24
Chicot	1.27
Clark	1.27
Clay	1.26
Cleburne	1.26
Cleveland	1.27
Columbia	1.27
Conway	1.26
Craighead	1.26
Crawford	1.24
Crittenden	1.26
Cross	1.26
Dallas	1.27

TABLE III—continued

State and county	*Price per bushel*
Arkansas—Continued.	
Desha	$1.27
Drew	1.27
Faulkner	1.26
Franklin	1.25
Fulton	1.26
Garland	1.27
Grant	1.27
Greene	1.26
Hempstead	1.27
Hot Spring	1.27
Howard	1.27
Independence	1.26
Izard	1.26
Jackson	1.26
Jefferson	1.26
Johnson	1.25
Lafayette	1.27
Lawrence	1.26
Lee	1.27
Lincoln	1.27
Little River	1.28
Logan	1.25
Lonoke	1.26
Madison	1.24
Marion	1.28
Miller	1.28
Mississippi	1.26
Monroe	1.26
Montgomery	1.27
Nevada	1.27
Newton	1.25
Ouachita	1.27
Perry	1.26
Phillips	1.27
Pike	1.27
Poinsett	1.26
Polk	1.26
Pope	1.26
Prairie	1.26
Pulaski	1.26
Randolph	1.25
St. Francis	1.26
Saline	1.27
Scott	1.25
Searcy	1.25
Sebastian	1.24
Sevier	1.26
Sharp	1.25
Stone	1.26
Union	1.27
Van Buren	1.26
Washington	1.24
White	1.26
Woodruff	1.26
Yell	1.26
California:	
Alameda	1.23
Alpine	1.19
Amador	1.17
Calaveras	1.19
Del Norte	1.22
Eldorado	1.17
Humboldt	1.24
Imperial	1.23
Inyo	1.19
Lake	1.24
Lassen	1.16
Los Angeles	1.24
Marin	1.23
Mariposa	1.18
Mendocino	1.24
Modoc	1.13
Mono	1.19
Napa	1.21
Nevada	1.17
Orange	1.25
Placer	1.17
Plumas	1.17
Riverside	1.23
San Bernardino	1.23
San Diego	1.26
San Francisco	1.23
San Mateo	1.23
Santa Barbara	1.21
Santa Clara	1.21
Santa Cruz	1.23
Shasta	1.14
Sierra	1.17

TABLE III—continued

State and county	*Price per bushel*
California—Continued.	
Siskiyou	$1.18
Sonoma	1.23
Tehama	1.14
Trinity	1.14
Tuolumne	1.19
Ventura	1.23
All other counties in Area A.	
Colorado:	
Adams	1.10
Alamosa	1.12
Arapahoe	1.10
Archuleta	1.12
Baca	1.10
Bent	1.10
Boulder	1.11
Chaffee	1.12
Cheyenne	1.10
Clear Creek	1.11
Conejos	1.12
Costilla	1.11
Crowley	1.10
Custer	1.11
Delta	1.12
Denver	1.10
Dolores	1.15
Douglas	1.11
Eagle	1.11
Elbert	1.10
El Paso	1.10
Fremont	1.11
Garfield	1.11
Gilpin	1.11
Grand	1.11
Gunnison	1.12
Hinsdale	1.12
Huerfano	1.11
Jackson	1.10
Jefferson	1.11
Kiowa	1.10
Kit Carson	1.10
Lake	1.12
La Plata	1.15
Larimer	1.10
Las Animas	1.11
Lincoln	1.10
Logan	1.10
Mesa	1.12
Mineral	1.12
Moffat	1.10
Montezuma	1.15
Montrose	1.15
Morgan	1.10
Otero	1.10
Ouray	1.15
Park	1.11
Phillips	1.10
Pitkin	1.12
Prowers	1.10
Pueblo	1.10
Rio Blanco	1.11
Rio Grande	1.12
Routt	1.10
Saguache	1.12
San Juan	1.15
San Miguel	1.15
Sedgwick	1.10
Summit	1.11
Teller	1.11
Washington	1.10
Weld	1.10
Yuma	1.10
Connecticut:	
All counties	1.34
Delaware:	
All counties	1.32
District of Columbia	1.31
Florida:	
Bay	1.41
Calhoun	1.41
Escambia	1.41
Franklin	1.41
Gulf	1.41
Holmes	1.41
Jackson	1.41
Liberty	1.41
Okaloosa	1.41
Santa Rosa	1.41

TABLE III—continued

State and county	*Price per bushel*
Florida—Continued.	
Walton	$1.41
Washington	1.41
All other counties	1.44
Georgia:	
Catoosa	1.38
Chattooga	1.38
Dade	1.38
Dawson	1.38
Fannin	1.38
Floyd	1.38
Gilmer	1.38
Gordon	1.38
Habersham	1.38
Lumpkin	1.38
Murray	1.38
Pickens	1.38
Rabun	1.38
Towns	1.38
Union	1.38
Walker	1.38
White	1.38
Whitefield	1.38
All other counties	1.41
Idaho:	
Ada	1.07
Adams	1.01
Boise	1.04
Bonner	1.02
Boundary	1.02
Canyon	1.07
Cassia	1.09
Elmore	1.07
Gem	1.07
Gooding	1.07
Jerome	1.07
Lenhi	1.01
Lincoln	1.07
Minidoka	1.07
Owyhee	1.09
Payette	1.07
Shoshone	1.02
Twin Falls	1.09
Valley	1.01
Washington	1.03
All other counties in Area A.	
Illinois:	
Adams	1.17
Alexander	1.24
Bond	1.20
Brown	1.17
Bureau	1.13
Calhoun	1.19
Carroll	1.12
Cass	1.17
Champaign	1.17
Christian	1.18
Clark	1.19
Clay	1.21
Clinton	1.21
Coles	1.19
Crawford	1.20
Cumberland	1.19
DeWitt	1.17
Douglas	1.18
Edgar	1.18
Edwards	1.22
Effingham	1.20
Fayette	1.20
Ford	1.16
Franklin	1.23
Fulton	1.15
Gallatin	1.24
Greene	1.19
Grundy	1.14
Hamilton	1.23
Hancock	1.16
Hardin	1.24
Henderson	1.15
Henry	1.13
Iroquois	1.16
Jackson	1.23
Jasper	1.20
Jefferson	1.22
Jersey	1.20
Jo Daviess	1.12
Johnson	1.23
Kankakee	1.15

TABLE III—continued

State and county	*Price per bushel*
Illinois—Continued.	
Kendall	$1.14
Knox	1.14
La Salle	1.13
Lawrence	1.21
Lee	1.13
Livingston	1.15
Logan	1.17
McDonough	1.16
McLean	1.16
Macon	1.18
Macoupin	1.20
Madison	1.20
Marion	1.21
Marshall	1.14
Mason	1.16
Massac	1.24
Menard	1.17
Mercer	1.14
Monroe	1.22
Montgomery	1.19
Morgan	1.18
Moultrie	1.18
Ogle	1.14
Peoria	1.15
Perry	1.22
Platt	1.18
Pike	1.18
Pope	1.24
Pulaski	1.24
Putnam	1.13
Randolph	1.22
Richland	1.21
Rock Island	1.13
Saint Clair	1.21
Saline	1.23
Sangamon	1.18
Schuyler	1.17
Scott	1.18
Shelby	1.19
Stark	1.14
Stephenson	1.13
Tazewell	1.16
Union	1.23
Vermillion	1.17
Wabash	1.22
Warren	1.15
Washington	1.22
Wayne	1.22
White	1.23
Whiteside	1.12
Will	1.15
Williamson	1.23
Winnebago	1.14
Woodford	1.15
All other counties in Area A.	
Indiana:	
Adams	1.24
Allen	1.23
Bartholomew	1.25
Benton	1.17
Blackford	1.22
Boone	1.20
Brown	1.24
Carroll	1.18
Cass	1.18
Clark	1.27
Clay	1.21
Clinton	1.19
Crawford	1.26
Daviess	1.23
Dearborn	1.26
Decatur	1.25
De Kalb	1.22
Delaware	1.23
Dubois	1.24
Elkhart	1.18
Fayette	1.25
Floyd	1.27
Fountain	1.19
Franklin	1.26
Fulton	1.18
Gibson	1.24
Grant	1.21
Greene	1.23
Hamilton	1.21
Hancock	1.21
Harrison	1.27

TABLE III—continued

State and county	Price per bushel
Indiana—Continued.	
Hendricks	$1.22
Henry	1.23
Howard	1.19
Huntington	1.21
Jackson	1.25
Jasper	1.17
Jay	1.24
Jefferson	1.26
Jennings	1.25
Johnson	1.24
Knox	1.23
Kosciusko	1.19
Lagrange	1.20
Lake	1.16
La Porte	1.17
Lawrence	1.25
Madison	1.21
Marion	1.22
Marshall	1.18
Martin	1.24
Miami	1.19
Monroe	1.24
Montgomery	1.19
Morgan	1.24
Newton	1.16
Noble	1.20
Ohio	1.26
Orange	1.26
Owen	1.22
Parke	1.19
Perry	1.26
Pike	1.24
Porter	1.17
Posey	1.25
Pulaski	1.18
Putnam	1.20
Randolph	1.24
Ripley	1.26
Rush	1.24
Saint Joseph	1.18
Scott	1.26
Shelby	1.23
Spencer	1.26
Starke	1.17
Steuben	1.22
Sullivan	1.21
Switzerland	1.26
Tippecanoe	1.18
Tipton	1.20
Union	1.25
Vanderburgh	1.25
Vermillion	1.19
Vigo	1.20
Wabash	1.10
Warren	1.18
Warrick	1.26
Washington	1.26
Wayne	1.24
Wells	1.23
White	1.18
Whitley	1.21
Iowa:	
Adair	1.11
Adams	1.11
Allamakee	1.11
Appanoosa	1.14
Audubon	1.10
Benton	1.11
Blackhawk	1.10
Boone	1.10
Bremer	1.10
Buchanan	1.10
Butler	1.10
Calhoun	1.09
Carroll	1.10
Cass	1.10
Cedar	1.12
Cerro Gordo	1.10
Chickasaw	1.10
Clarke	1.13
Clayton	1.11
Clinton	1.12
Dallas	1.11
Davis	1.15
Decatur	1.13
Delaware	1.10
Des Moines	1.14

TABLE III—continued

State and county	Price per bushel
Iowa—Continued.	
Dubuque	$1.11
Emmet	1.09
Fayette	1.10
Floyd	1.10
Franklin	1.10
Fremont	1.12
Greene	1.10
Grundy	1.10
Guthrie	1.11
Hamilton	1.10
Hancock	1.10
Hardin	1.10
Henry	1.14
Howard	1.11
Humboldt	1.09
Iowa	1.12
Jackson	1.11
Jasper	1.12
Jefferson	1.14
Johnson	1.12
Jones	1.11
Keokuk	1.13
Kossuth	1.09
Lee	1.15
Linn	1.11
Louisa	1.14
Lucas	1.13
Madison	1.12
Mahaska	1.13
Marion	1.13
Marshall	1.11
Mills	1.11
Mitchell	1.10
Monroe	1.14
Montgomery	1.11
Muscatine	1.13
Page	1.12
Palo Alto	1.09
Pocahontas	1.09
Polk	1.11
Poweshiek	1.12
Ringgold	1.13
Scott	1.12
Story	1.11
Tama	1.11
Taylor	1.12
Union	1.12
Van Buren	1.15
Wapello	1.14
Warren	1.12
Washington	1.13
Wayne	1.14
Webster	1.09
Winnebago	1.10
Winneshiek	1.11
Worth	1.10
Wright	1.10
All other counties in Area A.	
Kansas:	
Allen	1.17
Anderson	1.17
Atchison	1.14
Barber	1.12
Barton	1.11
Bourbon	1.18
Brown	1.13
Butler	1.15
Chase	1.15
Chautauqua	1.16
Cherokee	1.19
Cheyenne	1.09
Clark	1.10
Clay	1.09
Cloud	1.12
Coffey	1.10
Comanche	1.16
Cowley	1.11
Crawford	1.15
Decatur	1.19
Dickinson	1.09
Doniphan	1.13
Douglas	1.14
Edwards	1.16
Elk	1.11
Ellis	1.16
Ellsworth	1.09
Finney	1.11
Ford	1.09

TABLE III—continued

State and county	Price per bushel
Kansas—Continued.	
Franklin	$1.16
Geary	1.13
Gove	1.09
Graham	1.09
Grant	1.09
Gray	1.09
Greeley	1.09
Greenwood	1.16
Hamilton	1.09
Harper	1.13
Harvey	1.14
Haskell	1.09
Hodgeman	1.10
Jackson	1.13
Jefferson	1.15
Jewell	1.09
Johnson	1.17
Kearny	1.09
Kingman	1.13
Kiowa	1.11
Labette	1.18
Lane	1.09
Leavenworth	1.15
Lincoln	1.10
Linn	1.18
Logan	1.09
Lyon	1.15
McPherson	1.13
Marion	1.14
Marshall	1.11
Meade	1.09
Miami	1.17
Mitchell	1.10
Montgomery	1.17
Morris	1.14
Morton	1.09
Nemaha	1.12
Neosho	1.18
Ness	1.09
Norton	1.09
Osage	1.15
Osborne	1.10
Ottawa	1.11
Pawnee	1.11
Phillips	1.09
Pottawatomie	1.13
Pratt	1.12
Rawlins	1.09
Reno	1.13
Republic	1.10
Rice	1.12
Riley	1.13
Rooks	1.09
Rush	1.10
Russell	1.10
Saline	1.12
Scott	1.09
Sedgwick	1.14
Seward	1.09
Shawnee	1.14
Sheridan	1.09
Sherman	1.09
Smith	1.09
Stafford	1.12
Stanton	1.09
Stevens	1.09
Sumner	1.14
Thomas	1.09
Trego	1.09
Wabaunsee	1.14
Wallace	1.09
Washington	1.10
Wichita	1.09
Wilson	1.17
Woodson	1.16
Wyandotte	1.17
Kentucky:	
Adair	1.36
Allen	1.32
Anderson	1.32
Ballard	1.25
Barren	1.32
Bath	1.35
Bell	1.36
Boone	1.28
Bourbon	1.34
Boyd	1.33
Boyle	1.36

TABLE III—continued

State and county	Price per bushel
Kentucky—Continued.	
Bracken	$1.30
Breathitt	1.36
Breckinridge	1.28
Bullitt	1.29
Butler	1.31
Caldwell	1.28
Calloway	1.27
Campbell	1.28
Carlisle	1.26
Carroll	1.28
Carter	1.35
Casey	1.36
Christian	1.30
Clark	1.35
Clay	1.36
Clinton	1.36
Crittenden	1.26
Cumberland	1.36
Daviess	1.28
Edmonson	1.32
Elliott	1.35
Estill	1.36
Fayette	1.35
Fleming	1.32
Floyd	1.36
Franklin	1.32
Fulton	1.27
Gallatin	1.28
Garrard	1.36
Grant	1.30
Graves	1.26
Grayson	1.30
Green	1.34
Greenup	1.33
Hancock	1.28
Hardin	1.30
Harlan	1.36
Harrison	1.32
Hart	1.32
Henderson	1.27
Henry	1.30
Hickman	1.27
Hopkins	1.29
Jackson	1.36
Jefferson	1.29
Jessamine	1.35
Johnson	1.35
Kenton	1.28
Knott	1.36
Knox	1.36
Larue	1.32
Laurel	1.36
Lawrence	1.33
Lee	1.36
Leslie	1.36
Letcherr	1.36
Lewis	1.32
Lincoln	1.36
Livingston	1.25
Logan	1.31
Lyon	1.26
McCracken	1.25
McCreary	1.36
McLean	1.29
Madison	1.36
Magoffin	1.36
Marion	1.34
Marshall	1.26
Martin	1.33
Mason	1.30
Meade	1.28
Menifee	1.36
Mercer	1.34
Metcalfe	1.34
Monroe	1.34
Montgomery	1.35
Morgan	1.36
Muhlenberg	1.29
Nelson	1.32
Nicholas	1.34
Ohio	1.29
Oldham	1.29
Owen	1.31
Owsley	1.36
Pendleton	1.30
Perry	1.36
Pike	1.34

TABLE III—continued

State and county	Price per bushel
Kentucky—Continued.	
Powell	$1.36
Pulaski	1.36
Robertson	1.32
Rockcastle	1.36
Rowan	1.35
Russell	1.36
Scott	1.33
Shelby	1.31
Simpson	1.32
Spencer	1.31
Taylor	1.34
Todd	1.31
Trigg	1.29
Trimble	1.28
Union	1.26
Warren	1.32
Washington	1.34
Wayne	1.36
Webster	1.27
Whitley	1.36
Wolfe	1.36
Woodford	1.33
Louisiana:	
Acadia	1.31
Allen	1.31
Ascension	1.33
Assumption	1.33
Avoyelles	1.31
Beauregard	1.31
Bienville	1.28
Bossier	1.28
Caddo	1.28
Calcasieu	1.31
Caldwell	1.29
Cameron	1.31
Catahoula	1.29
Claiborne	1.28
Concordia	1.29
De Soto	1.29
East Baton Rouge	1.33
East Carroll	1.28
East Feliciana	1.36
Evangeline	1.31
Franklin	1.29
Grant	1.29
Iberia	1.31
Iberville	1.33
Jackson	1.29
Jefferson	1.34
Jefferson Davis	1.31
Lafayette	1.31
Lafourche	1.33
La Salle	1.29
Lincoln	1.28
Livingston	1.35
Madison	1.28
Morehouse	1.28
Natchitoches	1.29
Orleans	1.33
Ouachita	1.28
Plaquemines	1.34
Pointe Coupee	1.33
Rapides	1.29
Red River	1.29
Richland	1.28
Sabine	1.29
St. Bernard	1.34
St. Charles	1.33
St. Helena	1.35
St. James	1.35
St. John The Baptist	1.33
St. Landry	1.31
St. Martin	1.31
St. Mary	1.31
St. Tammany	1.35
Tangipahoa	1.35
Tensas	1.29
Terrebonne	1.33
Union	1.28
Vermillion	1.31
Vernon	1.31
Washington	1.35
Webster	1.28
West Baton Rouge	1.33
West Carroll	1.28
West Feliciana	1.35
Winn	1.29

TABLE III—continued

State and county	Price per bushel
Maine:	
All counties	$1.34
Maryland:	
Allegany	1.31
Anne Arundel	1.31
Baltimore	1.31
Calvert	1.31
Carroll	1.31
Charles	1.31
Frederick	1.31
Garrett	1.31
Harford	1.31
Howard	1.31
Montgomery	1.31
Prince Georges	1.31
Saint Marys	1.31
Washington	1.31
All other counties	1.32
Massachusetts:	
All counties	1.34
Michigan:	
Alcona	1.27
Alger	1.19
Allegan	1.24
Alpena	1.24
Antrim	1.24
Arenac	1.27
Baraga	1.17
Barry	1.26
Bay	1.27
Benzie	1.26
Berrien	1.19
Branch	1.24
Calhoun	1.24
Cass	1.21
Charlevoix	1.24
Cheboygan	1.24
Chippewa	1.21
Clare	1.26
Clinton	1.26
Crawford	1.27
Delta	1.19
Dickinson	1.18
Eaton	1.26
Emmet	1.24
Genesee	1.27
Gladwin	1.27
Gogebic	1.16
Grand Traverse	1.26
Gratiot	1.26
Hillsdale	1.26
Houghton	1.17
Huron	1.27
Ingham	1.26
Ionia	1.26
Iosco	1.27
Iron	1.17
Isabella	1.26
Jackson	1.26
Kalamazoo	1.24
Kalkaska	1.26
Kent	1.26
Keweenaw	1.18
Lake	1.26
Lapeer	1.27
Leelanau	1.26
Lenawee	1.26
Livingston	1.26
Luce	1.21
Mackinac	1.21
Macomb	1.27
Manistee	1.26
Marquette	1.18
Mason	1.26
Mecosta	1.26
Menominee	1.18
Midland	1.27
Missaukee	1.26
Monroe	1.26
Montcalm	1.26
Montmorency	1.24
Muskegon	1.26
Newaygo	1.26
Oakland	1.26
Oceana	1.26
Ogemaw	1.27
Ontonagon	1.16
Osceola	1.26
Oscoda	1.27

TABLE III—continued

State and county	Price per bushel
Michigan—Continued.	
Otsego	$1.24
Ottawa	1.26
Presque Isle	1.24
Roscommon	1.27
Saginaw	1.27
Saint Clair	1.27
Saint Joseph	1.24
Sanilac	1.27
Schoolcraft	1.20
Shiawassee	1.27
Tuscola	1.27
Van Buren	1.22
Washtenaw	1.26
Wayne	1.26
Wexford	1.26
Minnesota:	
Aitkin	1.11
Anoka	1.12
Beltrami	1.06
Benton	1.10
Carlton	1.11
Cass	1.09
Chisago	1.12
Clearwater	1.07
Cook	1.14
Crow Wing	1.10
Hubbard	1.08
Isanti	1.12
Itasca	1.09
Kanabec	1.11
Koochiching	1.08
Lake	1.12
Lake of the Woods	1.06
Mille Lacs	1.11
Morrison	1.10
Pine	1.11
Ramsey	1.11
Roseau	1.05
St. Louis	1.10
Sherburne	1.11
Todd	1.09
Wadena	1.08
Washington	1.11
All other counties in Area A.	
Mississippi:	
Adams	1.31
Alcorn	1.30
Amite	1.34
Attala	1.33
Benton	1.30
Bolivar	1.28
Calhoun	1.33
Carroll	1.31
Chickasaw	1.33
Choctaw	1.34
Claiborne	1.30
Clarke	1.37
Clay	1.35
Coahoma	1.28
Copiah	1.32
Covington	1.34
De Soto	1.28
Forrest	1.36
Franklin	1.32
George	1.37
Greene	1.37
Grenada	1.31
Hancock	1.37
Harrison	1.37
Hinds	1.31
Holmes	1.31
Humphreys	1.29
Issaquena	1.29
Itawamba	1.35
Jackson	1.37
Jasper	1.35
Jefferson	1.30
Jefferson Davis	1.33
Jones	1.36
Kemper	1.37
Lafayette	1.30
Lamar	1.35
Lauderdale	1.37
Lawrence	1.33
Leake	1.33
Leflore	1.30
Lincoln	1.32

TABLE III—continued

State and county	Price per bushel
Mississippi—Continued.	
Lowndes	$1.35
Madison	1.31
Marion	1.34
Marshall	1.29
Monroe	1.35
Montgomery	1.31
Neshoba	1.35
Newton	1.35
Noxubee	1.35
Oktibbeha	1.35
Panola	1.30
Pearl River	1.37
Perry	1.36
Pike	1.34
Pontotoc	1.33
Prentiss	1.31
Quitman	1.29
Rankin	1.33
Scott	1.34
Sharkey	1.29
Simpson	1.33
Smith	1.34
Stone	1.37
Sunflower	1.29
Tallahatchie	1.30
Tate	1.29
Tippah	1.30
Tishomingo	1.33
Tunica	1.28
Union	1.31
Walthall	1.34
Warren	1.29
Washington	1.28
Wayne	1.37
Webster	1.33
Wilkinson	1.33
Winston	1.35
Yalobusha	1.31
Yazoo	1.31
Missouri:	
Adair	1.16
Andrew	1.14
Atchison	1.13
Audrain	1.19
Barry	1.22
Barton	1.20
Bates	1.19
Benton	1.19
Bollinger	1.24
Boone	1.19
Buchanan	1.15
Butler	1.25
Caldwell	1.16
Callaway	1.19
Camden	1.20
Cape Girardeau	1.24
Carroll	1.17
Carter	1.24
Cass	1.18
Cedar	1.20
Charlton	1.17
Christian	1.22
Clark	1.16
Clay	1.17
Clinton	1.16
Cole	1.20
Cooper	1.19
Crawford	1.22
Dade	1.21
Dallas	1.21
Daviess	1.15
De Kalb	1.15
Dent	1.22
Douglas	1.23
Dunklin	1.26
Franklin	1.21
Gasconade	1.20
Gentry	1.14
Greene	1.22
Grundy	1.15
Harrison	1.14
Henry	1.19
Hickory	1.20
Holt	1.13
Howard	1.18
Howell	1.24
Iron	1.23

TABLE III—continued

State and county	Price per bushel
Missouri—Continued.	
Jackson	$1.18
Jasper	1.21
Jefferson	1.22
Johnson	1.18
Knox	1.17
Laclede	1.21
Lafayette	1.18
Lawrence	1.21
Lewis	1.17
Lincoln	1.20
Linn	1.16
Livingston	1.16
McDonald	1.22
Macon	1.17
Madison	1.23
Maries	1.21
Marion	1.18
Mercer	1.14
Miller	1.20
Mississippi	1.25
Moniteau	1.19
Monroe	1.19
Montgomery	1.19
Morgan	1.19
New Madrid	1.25
Newton	1.22
Nodaway	1.13
Oregon	1.24
Osage	1.20
Ozark	1.24
Pemiscot	1.26
Perry	1.23
Pettis	1.18
Phelps	1.22
Pike	1.19
Platte	1.16
Polk	1.21
Pulaski	1.21
Putnam	1.15
Ralls	1.19
Randolph	1.18
Ray	1.17
Reynolds	1.23
Ripley	1.24
St. Charles	1.21
St. Clair	1.19
St. Francois	1.22
St. Genivieve	1.22
St. Louis	1.22
Saline	1.18
Schuyler	1.15
Scotland	1.16
Scott	1.25
Shannon	1.23
Shelby	1.18
Stoddard	1.25
Stone	1.22
Sullivan	1.15
Taney	1.23
Texas	1.22
Vernon	1.19
Warren	1.20
Washington	1.22
Wayne	1.24
Webster	1.22
Worth	1.13
Wright	1.22
Montana:	
Beaverhead	1.01
Big Horn	.99
Broadwater	.95
Carbon	.99
Carter	.99
Custer	.99
Deer Lodge	.99
Fallon	.99
Flathead	.96
Gallatin	.97
Golden Valley	.94
Granite	.99
Jefferson	.97
Lake	.99
Lewis and Clark	.95
Lincoln	.99
Madison	1.00
Meagher	.95
Mineral	.99
Missoula	.99

TABLE III—continued

State and county	Price per bushel
Montana—Continued.	
Musselshell	$0.94
Park	.99
Powder River	.99
Powell	.97
Ravalli	.99
Rosebud	.96
Sanders	.99
Silver Bow	.99
Stillwater	.97
Sweet Grass	.97
Treasure	.96
Wheatland	.94
Yellowstone	.97
All other counties in Area A.	
Nebraska:	
Adams	1.08
Arthur	1.08
Banner	1.09
Blaine	1.08
Box Butte	1.07
Boyd	1.06
Brown	1.07
Buffalo	1.08
Cass	1.10
Chase	1.08
Cherry	1.07
Cheyenne	1.09
Clay	1.08
Custer	1.08
Dawes	1.07
Dawson	1.08
Deuel	1.09
Dundy	1.08
Fillmore	1.09
Franklin	1.08
Frontier	1.08
Furnas	1.08
Gage	1.10
Garden	1.08
Garfield	1.07
Gosper	1.08
Grant	1.08
Greeley	1.07
Hall	1.07
Hamilton	1.07
Harlan	1.08
Hayes	1.08
Hitchcock	1.08
Holt	1.06
Hooker	1.08
Howard	1.07
Jefferson	1.09
Johnson	1.11
Kearney	1.08
Keith	1.08
Keyapaha	1.07
Kimball	1.09
Lancaster	1.09
Lincoln	1.08
Logan	1.08
Loup	1.08
McPherson	1.08
Morrill	1.08
Nemaha	1.12
Nuckolls	1.08
Otoe	1.10
Pawnee	1.11
Perkins	1.08
Phelps	1.08
Redwillow	1.08
Richardson	1.12
Rock	1.07
Saline	1.09
Scotts Bluff	1.08
Seward	1.09
Sheridan	1.07
Sherman	1.08
Sioux	1.07
Thayer	1.09
Thomas	1.08
Valley	1.08
Webster	1.08
Wheeler	1.07
York	1.08
All other counties in Area A.	

TABLE III—continued

State and county	Price per bushel
Nevada:	
Churchill	$1.18
Clark	1.21
Douglas	1.18
Elko	1.12
Esmeralda	1.18
Eureka	1.15
Humboldt	1.12
Lander	1.15
Lincoln	1.18
Lyons	1.18
Mineral	1.18
Nye	1.18
Ormsby	1.18
Pershing	1.15
Storey	1.18
Washoe	1.16
White Pine	1.15
New Hampshire:	
All counties	1.34
New Jersey:	
All counties	1.32
New Mexico:	
Bernalillo	1.16
Catron	1.18
Chaves	1.14
Colfax	1.13
Curry	1.13
De Baca	1.14
Dona Ana	1.16
Eddy	1.14
Grant	1.18
Guadalupe	1.14
Harding	1.13
Hidalgo	1.18
Lea	1.14
Lincoln	1.16
Luna	1.16
McKinley	1.18
Mora	1.14
Otero	1.16
Quay	1.13
Rio Arriba	1.14
Roosevelt	1.14
Sandoval	1.16
San Juan	1.16
San Miguel	1.14
Santa Fe	1.16
Sierra	1.16
Socorro	1.16
Taos	1.13
Torrance	1.16
Union	1.13
Valencia	1.18
New York:	
Allegany	1.31
Cattaraugus	1.31
Cayuga	1.31
Chautauqua	1.29
Chemung	1.31
Cortland	1.31
Erie	1.29
Genesee	1.31
Livingston	1.31
Monroe	1.31
Niagara	1.29
Onondaga	1.31
Ontario	1.31
Orleans	1.31
Schuyler	1.31
Seneca	1.31
Steuben	1.31
Tompkins	1.31
Wayne	1.31
Wyoming	1.31
Yates	1.31
All other counties	1.32
North Carolina:	
Alamance	1.34
Beaufort	1.34
Bertie	1.34
Camden	1.34
Carteret	1.34
Caswell	1.34
Chowan	1.34
Craven	1.34
Currituck	1.34

TABLE III—continued

State and county	Price per bushel
North Carolina—Continued.	
Dare	$1.34
Durham	1.34
Edgecombe	1.34
Franklin	1.34
Gates	1.34
Granville	1.34
Greene	1.34
Guilford	1.34
Halifax	1.34
Hertford	1.34
Hyde	1.34
Johnston	1.34
Jones	1.34
Lenoir	1.34
Martin	1.34
Nash	1.34
Northampton	1.34
Orange	1.34
Pamlico	1.34
Pasquotank	1.34
Perquimans	1.34
Person	1.34
Pitt	1.34
Rockingham	1.34
Tyrrell	1.34
Vance	1.34
Wake	1.34
Warren	1.34
Washington	1.34
Wayne	1.40
Wilson	1.34
All other counties	1.38
North Dakota:	
All counties in Area.	
Ohio:	
Adams	1.29
Allen	1.26
Ashland	1.27
Ashtabula	1.29
Athens	1.28
Auglaize	1.26
Belmont	1.29
Brown	1.28
Butler	1.26
Carroll	1.28
Champaign	1.26
Clark	1.26
Clermont	1.26
Clinton	1.26
Columbiana	1.29
Coshocton	1.28
Crawford	1.27
Cuyahoga	1.28
Darke	1.26
Defiance	1.24
Delaware	1.27
Erie	1.27
Fairfield	1.27
Fayette	1.27
Franklin	1.27
Fulton	1.26
Gallia	1.28
Geauga	1.28
Greene	1.26
Guernsey	1.28
Hamilton	1.26
Hancock	1.26
Hardin	1.26
Harrison	1.28
Henry	1.26
Highland	1.27
Hocking	1.27
Holmes	1.28
Huron	1.27
Jackson	1.28
Jefferson	1.29
Knox	1.27
Lake	1.28
Lawrence	1.29
Licking	1.27
Logan	1.26
Lorain	1.27
Lucas	1.26
Madison	1.27
Mahoning	1.29

TABLE III—continued

State and county	Price per bushel
Ohio—Continued.	
Marion	$1.27
Medina	1.28
Meigs	1.28
Mercer	1.26
Miami	1.26
Monroe	1.29
Montgomery	1.26
Morgan	1.28
Morrow	1.27
Muskingum	1.28
Noble	1.28
Ottawa	1.27
Paulding	1.25
Perry	1.27
Pickaway	1.27
Pike	1.28
Portage	1.28
Preble	1.26
Putnam	1.26
Richland	1.27
Ross	1.27
Sandusky	1.27
Scioto	1.30
Seneca	1.27
Shelby	1.26
Stark	1.28
Summit	1.28
Trumbull	1.29
Tuscarawas	1.28
Union	1.27
Van Wert	1.26
Vinton	1.28
Warren	1.26
Washington	1.29
Wayne	1.28
Williams	1.24
Wood	1.26
Wyandot	1.27
Oklahoma:	
Adair	1.22
Alfalfa	1.14
Atoka	1.19
Beaver	1.11
Beckham	1.13
Blaine	1.14
Bryan	1.19
Caddo	1.14
Canadian	1.14
Carter	1.17
Cherokee	1.22
Choctaw	1.21
Cimarron	1.11
Cleveland	1.15
Coal	1.19
Comanche	1.15
Cotton	1.15
Craig	1.20
Creek	1.18
Custer	1.14
Delaware	1.22
Dewey	1.14
Ellis	1.13
Garfield	1.15
Garvin	1.16
Grady	1.15
Grant	1.15
Greer	1.13
Harmon	1.13
Harper	1.12
Haskell	1.22
Hughes	1.18
Jackson	1.13
Jefferson	1.16
Johnson	1.19
Kay	1.17
Kingfisher	1.14
Kiowa	1.14
Latimer	1.22
Le Flore	1.24
Lincoln	1.16
Logan	1.15
Love	1.17
McClain	1.15
McCurtain	1.24

TABLE III—continued

State and county	Price per bushel
Oklahoma—Continued.	
McIntosh	$1.20
Major	1.14
Marshall	1.19
Mayes	1.21
Murray	1.17
Muskogee	1.20
Noble	1.16
Nowata	1.19
Okfuskee	1.18
Oklahoma	1.15
Okmulgee	1.19
Osage	1.18
Ottawa	1.21
Pawnee	1.18
Payne	1.16
Pittsburg	1.20
Pontotoc	1.17
Pottawatomie	1.16
Pushmataha	1.21
Roger Mills	1.13
Rogers	1.20
Seminole	1.16
Sequoyah	1.22
Stephens	1.16
Texas	1.11
Tillman	1.14
Tulsa	1.19
Wagoner	1.20
Washington	1.19
Washita	1.14
Woods	1.13
Woodward	1.13
Oregon:	
Baker	1.03
Benton	1.16
Clackamas	1.15
Clatsop	1.13
Columbia	1.18
Coos	1.18
Crook	1.11
Curry	1.18
Deschutes	1.11
Douglas	1.17
Grant	1.07
Harney	1.07
Hood River	1.11
Jackson	1.18
Jefferson	1.09
Josephine	1.18
Klamath	1.13
Lake	1.11
Lane	1.17
Lincoln	1.17
Linn	1.16
Malheur	1.07
Marion	1.15
Multnomah	1.13
Polk	1.16
Tillamook	1.17
Washington	1.15
Wheeler	1.09
Yamhill	1.15
All other counties in Area A.	
Pennsylvania:	
Adams	1.31
Allegheny	1.29
Armstrong	1.31
Beaver	1.29
Bedford	1.31
Blair	1.31
Butler	1.29
Cambria	1.31
Cameron	1.31
Centre	1.31
Clarion	1.31
Clearfield	1.31
Clinton	1.31
Crawford	1.29
Cumberland	1.31
Dauphin	1.31
Elk	1.31
Erie	1.29
Fayette	1.31
Forest	1.31

TABLE III—continued

State and county	Price per bushel
Pennsylvania—Continued.	
Franklin	$1.31
Fulton	1.31
Greene	1.29
Huntingdon	1.31
Indiana	1.31
Jefferson	1.31
Juniata	1.31
Lawrence	1.29
Lycoming	1.31
McKean	1.31
Mercer	1.29
Mifflin	1.31
Montour	1.31
Northumberland	1.31
Perry	1.31
Potter	1.31
Snyder	1.31
Somerset	1.31
Tioga	1.31
Union	1.31
Venango	1.29
Warren	1.31
Washington	1.29
Westmoreland	1.31
York	1.31
All other counties	1.32
Rhode Island:	
All counties	1.34
South Carolina:	
Cherokee	1.40
Chester	1.40
Chesterfield	1.40
Clarendon	1.40
Darlington	1.40
Dillon	1.40
Fairfield	1.40
Florence	1.40
Georgetown	1.40
Greenville	1.40
Horry	1.40
Kershaw	1.40
Lancaster	1.40
Laurens	1.40
Lee	1.40
Marion	1.40
Marlboro	1.40
Newberry	1.40
Richland	1.40
Spartanburg	1.40
Sumter	1.40
Union	1.40
Williamsburg	1.40
York	1.40
All other counties	1.42
South Dakota:	
Armstrong	1.02
Bennett	1.06
Butte	1.03
Corson	1.02
Custer	1.06
Dewey	1.02
Fall River	1.06
Gregory	1.05
Haakon	1.04
Harding	1.01
Jackson	1.05
Jones	1.05
Lawrence	1.03
Lyman	1.04
Meade	1.03
Mellette	1.06
Pennington	1.04
Perkins	1.01
Shannon	1.06
Stanley	1.03
Todd	1.06
Tripp	1.05
Washabaugh	1.06
Washington	1.06
Ziebach	1.03
All other counties in Area A.	
Tennessee:	
Anderson	1.37
Bedford	1.36

TABLE III—continued

State and county	Price per bushel
Tennessee—Continued.	
Benton	$1.30
Bledsoe	1.36
Blount	1.38
Bradley	1.38
Campbell	1.37
Cannon	1.36
Carroll	1.29
Carter	1.39
Cheatham	1.32
Chester	1.31
Claiborne	1.38
Clay	1.36
Cocke	1.40
Coffee	1.36
Crockett	1.28
Cumberland	1.36
Davidson	1.32
Decatur	1.31
De Kalb	1.36
Dickson	1.32
Dyer	1.28
Fayette	1.28
Fentress	1.36
Franklin	1.37
Gibson	1.28
Giles	1.36
Grainger	1.38
Greene	1.40
Grundy	1.36
Hamblen	1.38
Hamilton	1.37
Hancock	1.38
Hardeman	1.28
Hardin	1.33
Hawkins	1.38
Haywood	1.28
Henderson	1.31
Henry	1.29
Hickman	1.33
Houston	1.31
Humphreys	1.32
Jackson	1.36
Jefferson	1.38
Johnson	1.39
Knox	1.37
Lake	1.28
Lauderdale	1.28
Lawrence	1.36
Lewis	1.35
Lincoln	1.36
Loudon	1.37
McMinn	1.38
McNairy	1.31
Macon	1.34
Madison	1.28
Marion	1.37
Marshall	1.36
Maury	1.35
Meigs	1.36
Monroe	1.38
Montgomery	1.32
Moore	1.36
Morgan	1.36
Obion	1.28
Overton	1.36
Perry	1.33
Pickett	1.36
Polk	1.38
Putnam	1.36
Rhea	1.36
Roane	1.37
Robertson	1.32
Rutherford	1.35
Scott	1.36
Sequatchie	1.36
Sevier	1.40
Shelby	1.28
Smith	1.35
Stewart	1.31
Sullivan	1.39
Sumner	1.32

TABLE III—continued

State and county	Price per bushel
Tennessee—Continued.	
Tipton	$1.28
Trousdale	1.34
Unicoi	1.39
Union	1.37
Van Buren	1.36
Warren	1.36
Washington	1.39
Wayne	1.35
Weakley	1.28
White	1.36
Williamson	1.36
Wilson	1.34
Texas:	
Anderson	1.21
Andrews	1.14
Angelina	1.24
Aransas	1.23
Archer	1.15
Armstrong	1.13
Atascosa	1.21
Austin	1.21
Bailey	1.14
Bandera	1.17
Bastrop	1.19
Baylor	1.14
Bee	1.21
Bell	1.17
Bexar	1.19
Blanco	1.17
Borden	1.14
Bosque	1.17
Bowie	1.25
Brazoria	1.26
Brazos	1.21
Brewster	1.16
Briscoe	1.13
Brooks	1.23
Brown	1.16
Burleson	1.19
Burnet	1.17
Caldwell	1.19
Calhoun	1.23
Callahan	1.14
Cameron	1.23
Camp	1.24
Carson	1.13
Cass	1.25
Castro	1.13
Chambers	1.26
Cherokee	1.23
Childress	1.13
Clay	1.16
Cochran	1.14
Coke	1.14
Coleman	1.14
Collin	1.17
Collingsworth	1.13
Colorado	1.21
Comal	1.17
Comanche	1.16
Concho	1.14
Cooke	1.17
Coryell	1.17
Cottle	1.14
Crane	1.14
Crockett	1.16
Crosby	1.14
Culberson	1.16
Dallam	1.13
Dallas	1.17
Dawson	1.14
Deaf Smith	1.13
Delta	1.23
Denton	1.17
De Witt	1.21
Dickens	1.14
Dimmit	1.21
Donley	1.13
Duval	1.23
Eastland	1.14
Ector	1.14
Edwards	1.17

TABLE III—continued

State and county	Price per bushel
Texas—Continued.	
Ellis	$1.19
El Paso	1.16
Erath	1.16
Falls	1.19
Fannin	1.20
Fayette	1.21
Fisher	1.14
Floyd	1.14
Foard	1.14
Fort Bend	1.23
Franklin	1.24
Freestone	1.21
Frio	1.21
Gaines	1.14
Galveston	1.26
Garza	1.14
Gillespie	1.17
Glasscock	1.14
Goliad	1.21
Gonzales	1.21
Gray	1.13
Grayson	1.17
Gregg	1.24
Grimes	1.21
Guadalupe	1.19
Hale	1.14
Hall	1.13
Hamilton	1.16
Hansford	1.13
Hardeman	1.13
Hardin	1.26
Harris	1.24
Harrison	1.25
Hartley	1.13
Haskell	1.14
Hays	1.17
Hemphill	1.13
Henderson	1.21
Hidalgo	1.23
Hill	1.19
Hockley	1.14
Hood	1.16
Hopkins	1.23
Houston	1.21
Howard	1.14
Hudspeth	1.16
Hunt	1.20
Hutchinson	1.13
Irion	1.14
Jack	1.16
Jackson	1.23
Jasper	1.28
Jeff Davis	1.16
Jefferson	1.28
Jim Hogg	1.23
Jim Wells	1.23
Johnson	1.17
Jones	1.14
Karnes	1.21
Kaufman	1.19
Kendall	1.17
Kenedy	1.23
Kent	1.14
Kerr	1.17
Kimble	1.16
King	1.14
Kinney	1.19
Kleberg	1.23
Knox	1.14
Lamar	1.23
Lamb	1.14
Lampasas	1.16
La Salle	1.21
Lavaca	1.21
Lee	1.19
Leon	1.21
Liberty	1.24
Limestone	1.19
Lipscomb	1.13
Live Oak	1.21
Llano	1.17
Loving	1.14
Lubbock	1.14

TABLE III—continued

State and county	Price per bushel
Texas—Continued.	
Lynn	$1.14
McCulloch	1.16
McLennan	1.19
McMullen	1.21
Madison	1.21
Marion	1.25
Martin	1.14
Mason	1.16
Matagorda	1.26
Maverick	1.21
Medina	1.19
Menard	1.16
Midland	1.14
Milam	1.19
Mills	1.16
Mitchell	1.14
Montague	1.16
Montgomery	1.21
Moore	1.13
Morris	1.25
Motley	1.14
Nacogdoches	1.24
Navarro	1.21
Newton	1.26
Nolan	1.14
Nueces	1.23
Ochiltree	1.13
Oldham	1.13
Orange	1.28
Palo Pinto	1.16
Panola	1.25
Parker	1.16
Parmer	1.13
Pecos	1.16
Polk	1.24
Potter	1.13
Presidio	1.16
Rains	1.23
Randall	1.13
Reagan	1.14
Real	1.17
Red River	1.24
Reeves	1.16
Refugio	1.23
Roberts	1.13
Robertson	1.19
Rockwall	1.19
Runnels	1.14
Rusk	1.24
Sabine	1.26
San Augustine	1.26
San Jacinto	1.21
San Patricio	1.23
San Saba	1.16
Schleicher	1.16
Scurry	1.14
Shackelford	1.14
Shelby	1.25
Sherman	1.13
Smith	1.23
Somervell	1.16
Star	1.23
Stephens	1.14
Sterling	1.14
Stonewall	1.14
Sutton	1.16
Swisher	1.13
Tarrant	1.17
Taylor	1.14
Terrell	1.16
Terry	1.14
Throckmorton	1.14
Titus	1.24
Tom Green	1.14
Travis	1.17
Trinity	1.23
Tyler	1.25
Upshur	1.24
Upton	1.14
Uvalde	$1.19
Val Verde	1.16
Van Zandt	1.21
Victoria	1.23
Walker	1.21
Waller	1.21
Ward	1.14
Washington	1.21
Webb	1.23
Wharton	1.23
Wheeler	1.13
Wichita	1.15
Wilbarger	1.14
Willacy	1.23
Williamson	1.17
Wilson	1.21
Winkler	1.14
Wise	1.16
Wood	1.23
Yoakum	1.14
Young	1.15
Zapata	1.23
Zavala	1.21
Utah:	
Beaver	1.17
Carbon	1.12
Daggett	1.10
Davis	1.12
Duchesne	1.12
Emery	1.15
Garfield	1.18
Grand	1.15
Iron	1.18
Juab	1.15
Kane	1.20
Millard	1.17
Morgan	1.12
Piute	1.17
Salt Lake	1.12
San Juan	1.18
Sanpete	1.15
Sevier	1.15
Summit	1.10
Tooele	1.12
Uintah	1.12
Utah	1.12
Wasatch	1.12
Washington	1.20
Wayne	1.17
All other counties in Area A.	
Vermont:	
All counties	1.34
Virginia:	
Bland	1.33
Brunswick	1.34
Buchanan	1.35
Carroll	1.35
Dickenson	1.35
Floyd	1.33
Franklin	1.34
Giles	1.33
Grayson	1.37
Greensville	1.34
Halifax	1.34
Henry	1.34
Lee	1.37
Mecklenburg	1.34
Montgomery	1.33
Nansemond	1.34
Patrick	1.33
Pittsylvania	1.34
Pulaski	1.36
Russell	1.36
Scott	1.37
Smyth	1.37
Southhampton	1.34
Tazewell	1.35
Washington	1.37
Wise	1.36
Virginia—Continued.	
Wythe	$1.35
All other counties	1.31
Washington:	
Chelan	1.07
Clallam	1.17
Clark	1.13
Cowlitz	1.13
Ferry	1.04
Grays Harbor	1.15
Island	1.14
Jefferson	1.17
King	1.13
Kitsap	1.17
Kittitas	1.04
Lewis	1.13
Mason	1.15
Okanogan	1.09
Pacific	1.15
Pend Oreille	1.04
Pierce	1.13
San Juan	1.17
Skagit	1.13
Skamania	1.11
Snohomish	1.13
Stevens	1.04
Thurston	1.13
Wahkiakum	1.13
Whatcom	1.13
Yakima	1.06
All other counties in Area A	
West Virginia:	
Brooke	1.28
Hancock	1.28
McDowell	1.32
Marshall	1.28
Mercer	1.32
Mingo	1.32
Ohio	1.28
All other counties	1.31
Wisconsin:	
Ashland	1.14
Barron	1.12
Bayfield	1.13
Burnett	1.12
Chippewa	1.13
Clark	1.14
Door	1.14
Douglas	1.12
Dunn	1.12
Eau Claire	1.13
Florence	1.16
Forest	1.16
Iron	1.15
Langlade	1.15
Lincoln	1.15
Marathon	1.15
Marinette	1.16
Oconto	1.15
Oneida	1.15
Polk	1.12
Portage	1.15
Price	1.14
Rusk	1.13
St. Croix	1.11
Sawyer	1.13
Shawano	1.15
Taylor	1.14
Vilas	1.16
Washburn	1.12
Waupaca	1.15
Wood	1.14
All other counties in Area A.	
Wyoming:	
Albany	1.08
Big Horn	1.01
Campbell	1.01
Carbon	1.08
Converse	1.05
Crook	1.01

TABLE III—continued

State and county	Price per bushel
Wyoming—Continued.	
Fremont	$1.05
Goshen	1.07
Hot Springs	1.03
Johnson	1.03
Laramie	1.08
Lincoln	1.06
Natrona	1.05
Niobrara	1.05
Park	1.01
Platte	1.07
Sheridan	1.01
Sublette	1.05
Sweetwater	1.08
Teton	1.03
Uinta	1.08
Washakie	1.03
Weston	1.03
Yellowstone National Park	1.01

This regulation shall become effective August 1, 1944.

NOTE: All record keeping and reporting requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 27th day of July 1944.

CHESTER BOWLES,
Administrator.

Approved: July 19, 1944.

MARVIN JONES,
War Food Administrator.

[F. R. Doc. 44-11200; Filed, July 27, 1944; 11:29 a. m.]

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 3,[1] Amdt. 36]

SUGAR

A rationale accompanying this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Revised Ration Order 3 is amended in the following respect:

Section 1407.142 (b) is amended to read as follows:

(b) A registering unit or primary distributor to which stamps are surrendered by a consumer must either paste the stamps on gummed sheets (OPA Form R-120-A or a similar sheet) or enclose them in sealed envelopes. If the stamps are pasted on gummed sheets, the information required on the face of the sheet shall be filled in by the registering unit before it surrenders such sheet for the purpose of authorizing a delivery of sugar to it, and the name and address of the registering unit, Collector of Customs or primary distributor to whom the sheet is being surrendered shall be written on the back of the sheet by the registering unit surrendering the sheet. Before a sheet may be surrendered for the purpose of deposit, the person surrendering the sheet shall, if he affixed the stamps to the sheet, fill in the information required on the face of the sheet, or, if he received the sheet with stamps affixed, endorse it by writing his name on its back. Only stamps of the same weight value which authorize the delivery of sugar to the registering unit at the time they are surrendered, may be pasted on the same sheet. If the stamps are enclosed in sealed envelopes they must be handled in all respects in accordance with the procedure described in General Ration Order 7 for the use of such envelopes.

This amendment shall become effective July 31, 1944.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(Pub. Law 421, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Dir. No. 1 and Supp. Dir. No. 1-E, 7 F.R. 562, 2965; War Food Order No. 56, 8 F.R. 2005; War Food Order No. 64, 8 F.R. 7093)

Issued this 27th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-11201; Filed, July 27, 1944; 11:31 a. m.]

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 1433, 1534, 2233, 2826, 2828, 3031, 3513, 3579, 3847, 3944, 4099, 4350, 4474, 4880, 5220, 5254, 5220, 5166, 5426, 5346, 5805, 5829, 6233, 6562, 6563, 6564, 7080, 6881, 7202, 7343, 7773, 7601, 7857.

PART 1499—COMMODITIES AND SERVICES

[RMPR 165,[1] Amdt. 1]

SERVICES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Appendix A is amended by the deletion of the affidavits.

This amendment shall become effective August 1, 1944.

Issued this 27th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-11202; Filed, July 27, 1944; 11:29 a. m.]

PART 1499—COMMODITIES AND SERVICES

[SR 15[2] to GMPR, Amdt. 30]

FLUID MILK

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 1499.75 (a) (9) (ii) (c) is added to read as follows:

(c) *Authorization in writing from the National Administrator.* Any regional office, when specifically so authorized in writing by the Administrator, may adjust or establish, in accordance with such authority, any maximum price under the General Maximum Price Regulation or Supplementary Regulation No. 14A (formerly Supplementary Regulation 14) to the General Maximum Price Regulation for fluid milk sold at retail, and at wholesale in glass or paper containers.

This amendment shall become effective August 1, 1944.

Issued this 27th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-11203; Filed, July 27, 1944; 11:31 a. m.]

[1] 9 F.R. 7439.

[2] 7 F.R. 8959, 9819, 10584, 11006; 8 F.R. 1201, 6443, 8614, 9026, 11873, 13255, 13395, 13724, 15197, 16288, 16796, 17228; 9 F.R. 755, 908, 1581, 1948, 2569, 3460, 8653, 3858, 3953, 5806, 6491.

Chapter XIV—War Contracts Price Adjustment Board

RENEGOTIATION REGULATIONS

The changes and additions to Parts 1601 to 1608, inclusive, of this chapter set forth below are also contained in Revision 8 of the Renegotiation Regulations, dated July 15, 1944.

JOSEPH M. DODGE,
Chairman.

PART 1601—AUTHORITY AND ORGANIZATION FOR RENEGOTIATION[1]

SUBPART A—SUMMARY OF RENEGOTIATION ACT OF 1943 AND RELATED STATUTES

Sections 1601.103 (b), 1601.107 and 1601.108 (f) are amended to read as follows:

§ 1601.103 *Coverage.* • • •

(b) Subcontracts include purchase orders or agreements to perform all or any part of the work, or to make or furnish any article, required for the performance of any other contract or subcontract but do not include any purchase order or agreement to furnish office supplies. A contract or arrangement to procure a contract with a Department or a subcontract thereunder is also a subcontract. Subcontracts are not limited to those made by a prime contractor but include those made by a subcontractor or sub-subcontractor down through the various tiers (subsection (a) (5), discussed in § 1603.333).

§ 1601.107 *Renegotiation by fiscal years.* The 1943 act applies to fiscal years ending after June 30, 1943, and re-

[1] 9 F.R. 4135, 6154.

quires that renegotiation be conducted on an overall fiscal year basis. Renegotion may relate to any period other than a full fiscal year only with the consent of the contractor or subcontractor. The 1943 act requires that renegotiation relate to the aggregate of the contractor's war business for the year unless the contractor requests and the War Contracts Board agrees to the renegotiation of separate contracts (subsection (c) (1), discussed in §§ 1601.301 to 1601.303). [RR 107]

§ 1601.108 *Renegotiation procedure.* • • •

(f) *Eliminating excessive profits.* When the amount of excessive profits accumulated by a contractor has been determined, either by agreement or order, the War Contracts Board or its authorized agency shall eliminate such excessive profits. In eliminating such excessive profits there is allowed a credit for Federal income and excess profits taxes in accordance with section 3806 of the Internal Revenue Code (subsection (c) (2), discussed in § 1604.440 and following). [RR 108.6]

SUBPART C—ORGANIZATION AND FUNCTIONS OF THE PRICE ADJUSTMENT BOARDS AND SECTIONS

Sections 1601.132 (b) and 1601.137 are amended to read as follows:

§ 1601.132 *War Department Organization.* • • •

(b) *Organization and functions of War Department Price Adjustment Sections.* There has been established a Price Adjustment Section in each of the Technical Services of the Army Service Forces and in the Army Air Forces. The Army Services Forces have Sections in the Technical Services of Chemical Warfare, Engineers, Ordnance, Quartermaster, Signal Corps, Surgeon General, and Transportation. With the exception of the Price Adjustment Section of Chemical Warfare, located in Baltimore, the main Sections of the Technical Services are located in Washington. Headquarters for renegotiation in the Army Air Forces are shared by Washington and Wright Field, Dayton, Ohio. District Price Adjustment Sections have been established by the Technical Services and the Army Air Forces at various procurement centers, and this decentralization allows renegotiation to be conducted close to the location of the company involved. [RR 132.2]

§ 1601.137 *RFC Price Adjustment Board.* The boards of directo-- of Defense Plant Corporation, Metals Reserve Company, Defense Supplies Corporation and Rubber Reserve Company have established the RFC Price Adjustment Board. The office of this Board is located in Washington, D. C. [RR 137]

PART 1602—PROCEDURE FOR RENEGOTIATION [1]

SUBPART A—ASSIGNMENTS FOR RENEGOTIATION AND CANCELLATIONS

Sections 1602.201 (b) and 1602.203 (b) are amended to read as follows.

§ 1602.201 *In general.* • • •

(b) *Effect of assignment.* The issuance of an assignment shall evidence the authority and duty of the Department or Service to which the assignment is issued to conduct statutory renegotiation with the contractor thereby assigned on an over-all basis with respect to the aggregate of the amounts received or accrued during the fiscal year to which the assignment relates, provided, however, that, upon request of the contractor, pursuant to subsection (c) (1) of the 1943 act, the Department or Service to which the assignment is issued may, in its discretion, agree to renegotiate with respect to amounts received or accured under one or more contracts or subcontracts. [RR 201.2]

§ 1602.203 *Selection of contractors for assignment.* • • •

(b) *Contractors not previously assigned.* In order that unnecessary assignments may be avoided, initial assignments will not ordinarily be made without the prior receipt and consideration by the Assignments and Statistics Branch on behalf of the War Contracts Board of the information required in the appropriate "Standard Form of Contractor's Report" (see §§ 1602.222 and 1607.701). Exceptions to this rule will be made at the request of any agency authorized to conduct renegotiation upon an indication of urgency in point of time, lack of necessity for preliminary review, or other considerations deemed appropriate. Unless the required preliminary information is available through mandatory filing or otherwise, it will be obtained by the Assignments and Statistics Branch on behalf of the War Contracts Board by causing to be sent to the contractor a "Letter of Preliminary Inquiry" together with the appropriate "Standard Form of Contractor's Report" (see §§ 1602.222 and 1607.701, 1607.702 (a)). In the event that the contractor fails to make satisfactory response within a reasonable time to the "Letter of Preliminary Inquiry," the case may be assigned for renegotiation to the Department or Service believed appropriate. Should the information required by the "Standard Form of Contractor's Report" be received by the War Contracts Board subsequent to the issuance of the assignment, the assignment may be reassigned or cancelled if such action be found by the War Contracts Board to be appropriate; otherwise, the information will be transmitted to the assignee Department or Service. [RR 203.2]

SUBPART B—PRELIMINARY INFORMATION REQUIRED OF CONTRACTORS

Section 1602.222 (d) is amended to read as follows:

§ 1602.222 *Filing of mandatory financial statement.* • • •

(d) *Availability of forms.* Copies of the forms above mentioned may be obtained upon request to the Assignments and Statistics Branch or to any of the Price Adjustment Boards or Sections of the several Departments authorized to conduct renegotiation proceedings. [RR 222.4]

SUBPART E—COMPLETION OF RENEGOTIATION

Sections 1602.252 and 1602.253 are amended to read as follows:

§ 1602.252 *Preparation of statement to contractor.* Subpart B of Part 1605 deals with the furnishing of a statement to the contractor. [RR 252]

§ 1602.253 *Administration of agreements.* Administration of voluntary agreements or of unilateral determinations by the Department to which the contractor was assigned for renegotiation is referred to in § 1605.509. [RR 253]

PART 1603—DETERMINATION OF RENEGOTIABLE BUSINESS AND COSTS [1]

SUBPART A—FISCAL YEAR BASIS FOR RENEGOTIATION AND EXCEPTIONS

Sections 1603.301 to 1603.303, inclusive, are amended to read as follows:

§ 1603.301 *Fiscal year basis for renegotiation*—(a) *Statutory provisions.* Subsection (c) (1) of the Renegotiation Act of 1943 provides in part:

• • • The Board shall exercise its powers with respect to the aggregate of the amounts received or accrued during the fiscal year (or such other period as may be fixed by mutual agreement) by a contractor or subcontractor under contracts with the Departments and subcontracts, and not separately with respect to amounts received or accrued under separate contracts with the Departments or subcontracts, except that the Board may exercise such powers separately with respect to amounts received or accrued by the contractor or subcontractor under any one or more separate contracts with the Departments or subcontracts at the request of the contractor or subcontractor.

[RR 301.1]

(b) *Use of fiscal year basis; in general.* (1) This provision requires the War Contracts Board to renegotiate on a fiscal year basis (or such other period as may be fixed by mutual agreement). It also requires that renegotiation be conducted upon an over-all basis unless the contractor or subcontractor requests, and the War Contracts Board agrees, that such renegotiation be conducted with respect to his contracts and subcontracts separately or as two or more groups.

(2) Generally, renegotiation will be conducted on the basis of the amounts received or accrued by a contractor from his renegotiable contracts and subcontracts for a past fiscal year. Under this method excessive profits are determined by examining the contractor's financial position and the profits from such contracts and subcontracts taken as a whole for a particular fiscal year rather than by separate analysis of each contract or subcontract. This avoids problems of allocation of costs and profits, as between each contract and subcontract, allows the contractor to offset the results of one contract against another and simplifies administration. [RR 301.2]

(c) *Renegotiation on a completed contract fiscal year basis; construction contracts.* (1) Contractors having construction contracts or subcontracts may have used a completed contract method of accounting for Federal income tax purposes with respect to some or all of such contracts or subcontracts. With respect to the contracts and subcontracts for which the completed contract method of accounting was used, such method of accounting will be followed for all purposes of the Renegotiation Act and the regulations and interpretations promulgated thereunder. In the case of any contract or subcontract for which the completed contract method of accounting is followed, all amounts received or accrued thereunder and all costs paid or incurred with respect thereto will be treated as having been received or accrued or paid or incurred within the fiscal year in which the contract or subcontract was completed.

(2) A contractor who has used the completed contract method of accounting for Federal income tax purposes with respect to some of his construction contracts and subcontracts and who desires the use of such method with respect to his other construction contracts and subcontracts, or a contractor who has not used such method of accounting for Federal income tax purposes with respect to any of his contracts or subcontracts, may, nevertheless, request that the completed contract method of accounting be used for the purposes of renegotiation with respect to all of his construction contracts and subcontracts completed or terminated within the fiscal year. If such request is approved by the Department to which the contractor has been assigned, the contractor will be deemed to have adopted the completed contract method of accounting with respect to such contracts and subcontracts, for the purposes of renegotiation. The form to be used in making such a request is set forth in § 1603.723. The Department concerned will not approve such request unless (i) it appears that the effect of granting such a request would not be inconsistent with the general purposes of the Act, (ii) the contractor agrees to all the terms and conditions stated in § 1603.723, and (iii) the request relates to all construction contracts and subcontracts completed or terminated within the fiscal year being renegotiated. If such request is approved, the Renegotiation Act, and the regulations and interpretations promulgated thereunder other than those dealing with the allowance of tax credits, will be applied in all respects to such construction contracts and subcontracts and the profits derived therefrom as though, with respect to them, the contractor had used the completed contract basis of accounting in keeping his books and in making his Federal income tax return. The $500,000 fiscal-year exemption provided in subsection (c) (6) of the Renegotiation Act, the interpretation relating to the $500,000 "floor" as set forth in § 1603.348 (c), as well as all other provisions of the 1943 act, will be applied in like manner. The contracts or subcontracts renegotiated on the completed contract basis are subject to such separate treatment as may be required because of the different types of contracts involved (such as fixed-price, cost-plus-fixed fee, price-minus contracts, contracts subject to contractual or statutory fixed profit limitations and contracts providing for redetermination or revision of the contract price during the life of the contracts). In this connection, attention is directed to §§ 1603.306 and 1603.307. [RR 301.3]

(d) *Renegotiation of completed or terminated contracts on a completed contract basis where a contractor is out of war business.* Completed contract renegotiation under the principles set forth in paragraphs (c) and (f) of this section may also be granted upon the request of a contractor or subcontractor although certain amounts received or accrued under one or more of the contracts or subcontracts involved have been included in renegotiation for a prior fiscal year, provided that any amounts received or accrued and costs paid or incurred which have been included in any previous renegotiations shall be excluded from consideration in the completed contract renegotiation. No such request shall be granted, however, unless (1) only a limited number of contracts and subcontracts are involved, (2) all such contracts and subcontracts have been completed or terminated at the time renegotiation takes place, and (3) the contractor or subcontractor then holds no additional contracts or subcontracts subject to renegotiation. If more than five contracts or subcontracts are involved in such a case, express approval of the War Contracts Board must be obtained before granting the contractor's request. In all such cases the final agreement must contain appropriate provision for the protection of the interest of the Government in the event the contractor enters into contracts or subcontracts for additional renegotiable business at some subsequent time during the latest fiscal period of the contractor with which the completed contract renegotiation is concerned. [RR 301.4]

(e) *Ascertainment of date of completion of contracts.* For the purposes of this section a contract shall be regarded as having been completed when the performance by the contractor thereunder has been completed unless there are exceptional circumstances or contractual provisions which justify or require the application of a different principle in a particular case. [RR 301.5]

(f) *Contracts to be included in a completed contract renegotiation.* Subject to the provisions of subparagraph (2) of paragraph (c) of this section with respect to separate treatment of different types of contracts, contracts and subcontracts to be renegotiated on a completed contract basis will be renegotiated as a group when completed within a given fiscal year, but contracts completed in one fiscal year may not be grouped with contracts completed in a different fiscal year. In the event that contracts to be renegotiated on a completed contract basis are uncompleted at the termination date of the 1943 act, the Department to which the contractor is assigned for renegotiation will be guided by the provisions of § 1603.302 as well as by the principles of subsection (h) of the 1943 Act (see § 1603.370 and following). [RR 301.6]

(g) *Renegotiation of related contracts.* Contracts and subcontracts under which architectural, engineering or management services or any combination thereof are rendered and which are related to a contract or subcontract which is renegotiable on a completed contract basis under these regulations may also be renegotiated on a completed contract basis. [RR 301.7]

§ 1603.302 *Differing accounting methods.* Should there be employed a method of computing profit in a renegotiation for any fiscal year which is different from that employed in renegotiation for the fiscal year immediately preceding, the Department conducting the renegotiation must make adequate provision in the agreement or otherwise so that renegotiable business will not escape renegotiation because of the change. The interest of the Government in connection with the year which is the subject of renegotiation and for future years must also be protected and generally no item of cost which has been allowed in a previous renegotiation should be allowed in any subsequent renegotiation. These principles apply to renegotiation conducted with respect to a fiscal year, to a period other than a fiscal year or on a contract-by-contract basis. Under ordinary circumstances a contractor will be

[1] 9 F.R. 4140, 6157.

[1] 9 F.R. 6158, 7020.

renegotiated on the same basis as that used for the determination of his income for Federal income tax purposes and, where a contractor requests and is allowed to renegotiate on some other basis, he will be required to agree that future renegotiations will be conducted on the same basis unless the War Contracts Board approves a variation of this proceeding by reason of unusual circumstances in a particular case. [RR 302]

§ 1603.303 *Long-term ship construction contracts and certain types of utility contracts.* The renegotiation of long-term ship construction contracts and of certain classes of utility contracts which are subject to renegotiation by reason of their particular size or character (see § 1603.842) may with the consent of the contractor be conducted on such basis as, in the opinion of the Department conducting the renegotiation, will be most appropriate for the determination of excessive profits. In determining such basis, consideration will be given to the basis of renegotiation used by such Department in prior renegotiations where the contractor concerned has been renegotiated for a prior period or with respect to other contracts. [RR 303]

SUBPART B—METHODS FOR SEGREGATING SALES BETWEEN RENEGOTIABLE AND NON-RENEGOTIABLE BUSINESS

Section 1603.322 (e) (3) is amended to read as follows:

§ 1603.322 *Methods of segregating sales.* • • •

(e) *Applicable basis for percentages of allocation.* • • •

(3) Percentages developed through spot check of the end use of the products for one or more months of the year. The selection of, the month or months should be made only after a thorough review of the equity of the choice by the Department and by the contractor. [RR 322.5]

SUBPART C—CONTRACTS AND SUB-CONTRACTS WITHIN THE SCOPE OF THE 1943 ACT

Section 1603.331 (d) is added, and §§ 1603.333 (d) (1), 1603.335 (b) (3) and (4) are amended to read as follows:

§ 1603.331 *General coverage of 1943 act.* • • •

(d) *Interpretation.* The 1943 act is construed to be inapplicable to sales by the Departments and contracts therefor. [RR 331.4]

§ 1603.333 *General interpretation of subcontracts.* • • •

(d) *General effect of interpretation.* (1) In general it is intended to include as subject to statutory renegotiation the sale of all machinery, equipment, materials and other articles which contribute directly to the actual production of an end item or an article incorporated therein, in connection with the physical handling of the item from the time of entry of the component materials to departure of the item from the plant in question and to include all machinery which similarly contributed directly to the actual production of other machinery so used. Packaging materials and containers are included only when they are furnished in connection with end-products delivered to a Department.

§ 1603.335 *Contracts and subcontracts involving real property.* • • •

(b) *Agreements for fixtures, construction and improvements on real property.* • • •

(3) Where a contract for the construction of a building or improvements on or to real property is made by a Department, or if not made by a Department the Government acting through a Department is to obtain title to such building or improvements either immediately or ultimately (such as contracts for plant and facilities), then such contract is renegotiable unless exempted. Likewise all subcontracts under such a renegotiable contract for furnishing services, or articles, such as building materials and structural steel, which are personal property when furnished, but which became real property during the course of construction, are renegotiable unless exempted, and so are subcontracts for furnishing any machinery and equipment installed in the building.

(4) Where, however, an agreement is for the construction of a building or improvement on or to real property for a contractor or subcontractor for the purpose of performing a renegotiable contract or subcontract and the Government acting through a Department is not to acquire title to such building or improvements, either immediately or ultimately, then except as provided in (2) above, such agreement and subcontracts thereunder are not subject to renegotiation even though the improvements may be covered by Certificates of Necessity.

SUBPART D—MANDATORY EXEMPTIONS AND EXCLUSIONS FROM RENEGOTIATION

Sections 1603.344 (d) (2) (ii) (e) and (f), 1603.344 (d) (2) (iii) and (iv), 1603.346 (b) (1) (i) and (ii), 1603.346 (b) (3), and 1603.348 (c) (4) are amended and §§ 1603.346 (b) (1) (iii) and 1603.348 (c) (5) are added to read as follows:

§ 1603.344 *Contracts and subcontracts for certain raw materials and agricultural commodities.* • • •

(d) *Profits from increment in value of excess inventories.* • • •

(2) *Interpretation and application.* • • •

(ii) *Definitions.* For the purposes of this subparagraph the following definitions shall apply:

• • • • • •

(e) *Replacement value.* Replacement value of excess inventory is the value of such excess inventory calculated by determining as of the date on which the contractor or subcontractor enters into a contract with a Department or subcontract, under which the amounts received or accrued are subject to renegotiation, the market value of the materials of the grade, of the quality, and in the quantities to be used by the contractor or subcontractor in fulfilling the contract or subcontract. Any factors tending to establish a fair market value may be taken into consideration. If purchase prices or quotations for the particular grade, class and type are used, it will be required that the source of the information be satisfactory, and that the date of the quotation or sale be within a reasonable time of the date of the contract. Inasmuch as the calculation of excess inventory is made on a monthly basis, a weighted average of the market prices existing during each month may be used.

(f) *Increment in value.* Increment in value is the amount by which the replacement value of the portion of the excess inventory (such excess being applied first to the inventory of material before any processing, to the extent that it can be absorbed thereby), allocated to the fulfillment of renegotiable contracts or subcontracts, exceeds the cost of such portion of the excess inventory as determined by the method of accounting which was or is being used in actual renegotiation.

(iii) *Time for determining excess inventory.* Accounting for the purposes of determining excess inventory will commence as of the beginning of the month, four weeks period, or other similar period of accounting employed by the contractor or subcontractor, in which the contractor or subcontractor entered into the first contract with a Department or subcontract under which any part of the amounts received or accrued were subject to renegotiation. Subsequently, excess inventory will be determined as of the beginning of each month, four weeks period, or other similar accounting period in which the contractor or subcontractor enters into contracts with a Department or subcontracts under which the amounts received or accrued are subject to renegotiation. If no excess inventory is found to exist at the beginning of the month, it shall be deemed that none existed throughout the month. If excess inventory is found to exist at the beginning of the month, transactions within that month shall not be deemed to increase the amount of such excess inventory as computed at the beginning of the month, until new computations at the beginning of the succeeding month shall be made. It will not be necessary to calculate actual physical inventories and orders on hand at the beginning of each month; a cumulative calculation may be made by applying the purchases made and orders taken in each month to the position at the beginning thereof, until the date of the succeeding physical inventory.

(iv) *Treatment of excess inventory.* Upon the establishment of the existence of the excess inventory, such inventory is deemed to be the inventory first used by the contractor or subcontractor thereafter, and shall be allocated pro rata between contracts with the Departments and subcontracts taken during the month under which the amounts received or accrued are subject to renegotiation, and other contracts, to the extent that such contracts and subcontracts require the use of the material, up to the end of the month in which the excess inventory is exhausted.

§ 1603.346 *Construction contracts awarded as a result of competitive bidding.* • • •

(b) *Interpretation and application of exemption.* (1) The exclusion from renegotiation of construction contracts with a Department awarded as a result of competitive bidding applies only to contracts for the construction of buildings, structures, improvements and other similar facilities let to the lowest qualified bidder and which were entered into after advertisement and for which bids have been received from two or more independent, responsible and qualified contractors in actual competition with each other. (See § 1603.355 (c))

(i) As used herein "advertisement" shall be interpreted as meaning published advertising or such other solicitation for bids as has opened the bidding to all probable bidders under the circumstances of the particular case. "All probable bidders" shall be deemed to include all qualified bidders who could have been reasonably expected to bid on a job of the size, character and location concerned.

(ii) The determination with respect to any contract of the type included under subparagraph (1) as to whether or not such contract is exempt under the provisions of this subparagraph (1) shall be made by the Department or Service conducting the renegotiation of such contract.

(iii) In any case involving the renegotiable status of a subcontract under a prime contract the exempt status of which is the subject of question by reason of the possible application of this subparagraph (1), where no determination has been made as to whether such prime contract is so exempt, the procedure shall be as follows: The Department or Service conducting the renegotiation of such subcontract shall advise the Assignments and Statistics Branch of the identity of the prime contract, the exempt status of which is subject to question. The Assignments and Statistics Branch shall thereupon inform the Department or Service to which the prime contractor has been assigned for renegotiation and such Department or Service shall thereupon determine whether such prime contract is exempt under the provisions of this subparagraph (1) and shall notify the Assignments and Statistics Branch of such determination and the said Branch shall thereupon notify the Department or Service conducting the renegotiation of the subcontract. In the event that such prime contractor has not been, and will not be, assigned for renegotiation, or if previously assigned and such assignment has been cancelled, the Assignments and Statistics Branch shall so notify the Department or Service conducting the renegotiation of the subcontract and such Department or Service shall determine whether the prime contract would be entitled to exemption under the provisions of this subparagraph (1) and shall notify the Assignments and Statistics Branch of such determination.

• • • • • •

(3) Contracts for the furnishing of materials or supplies or for the lease, sale or manufacture of machinery or equipment are not within the scope of this exemption. In determining whether a particular contract constitutes a contract for the construction of a building, structure, improvement or other similar facility or constitutes a contract for the lease, sale or manufacture of machinery or equipment, the essential character of the performance under the contract will control. In those cases where the items to be furnished under the contract have a predominantly prefabricated character at the time of installation or assembly, the contract will ordinarily be regarded as one of sale or manufacture rather than of "construction". This question arises most frequently in connection with contracts for the sale and installation of machinery or equipment where both the furnishing of the machinery or equipment and its installation are embraced within a single contract. In cases of this character an undertaking to furnish the article may be severed from an agreement to install and an appropriate finding made as to that portion of the contract undertaking which might properly be exempted. On the other hand, where an item to be furnished under a contract has no substantial existence as such until its construction from materials at the site and time of installation so that the contract in its essence is one of construction as distinguished from manufacture or sale, the exemption will be applicable. The essential distinction does not depend upon whether the item involved does or does not become part of the real estate, but depends rather on whether the contract is essentially one for "construction" as distinguished from a contract for manufacture or sale. (See § 1603.335 (b)) [RR 346.1]

§ 1603.348 *Annual receipts under statutory minimum.* • • •

(c) *No reduction by refund below exemption.* • • •

(4) In the renegotiation of contractors who are subject to renegotiation by reason of the common control provisions of the 1943 act (see paragraph (a)) the aggregate of the recoveries from such contractors must not reduce the combined adjusted sales of the contractors below the minimum referred to in this paragraph. Subject to observance of the rule in this subparagraph (4), on separate renegotiation of a contractor who is a member of a group under common control, the refund may reduce the aggregate amount of gross receipts or accruals of any such member below the floor specified in subparagraph (1) or (2) of this paragraph.

(5) Except in those cases where prior to the commencement or renegotiation a contractor makes a retroactive price reduction or refund, applicable to the period which is the subject of renegotiation, in an amount at least equivalent to the maximum recovery permitted under the preceding provisions of this paragraph (so that if renegotiation proceedings were conducted there could be no recovery by reason of such limitation) the amount of excessive profits will be estimated by the renegotiating agency in the first instance without regard to the possible final effect of the above limitation on the amount of recovery. [RR 348.3]

SUBPART E—PERMISSIVE EXEMPTIONS FROM RENEGOTIATION

Section 1603.353 (b) is added and §§ 1603.352 (b), 1603.354 (b) and 1603.356 (b) are amended to read as follows:

§ 1603.352 *Contracts and subcontracts where profits determinable when price established.* • • •

(b) *Exemptions.* In the opinion of the War Contracts Board, the profits from:

(1) Contracts and subcontracts for the purchase or lease of any interest in real estate (see § 1603.335 (a)), or

(2) Contracts for the purchase of capital assets, where the sale of such assets is not a part of or connected with the ordinary course of business of the vendor,

can be determined with reasonable certainty when the contract price is established, and such contracts and subcontracts are accordingly exempted from the provisions of the Renegotiation Act of 1943. For an exemption relating to certain contracts and subcontracts involving electric power, gas, transportation and communications and subcontracts thereunder, see § 1608.842. [RR 352.2]

§ 1603.353 *When contract provisions adequate to prevent excessive profits.* • • •

(b) *Requests for exemption.* Requests for exemption of particular contracts and subcontracts should be directed to the procurement officials of the Department concerned, and not to the War Contracts Board. [RR 353.2]

§ 1603.354 *Contracts and subcontracts for standard commercial articles.* • • •

(b) *Interpretation and application.* (1) Exemption of standard commercial articles will be made on the basis of "articles" by types or classes and not on the basis of individual contracts or individual contractors. Exemptions will be effective with respect to such date as may be specified in the exemption and will apply to amounts received or accrued or to contracts entered into after the specified date.

(2) Studies made with respect to the existence of excessive profits in the standard commercial article field in con-

nection with the Congressional hearings on the amendments to the Renegotiation Act indicated that the production of standard commercial articles purchased in substantial volume for war purposes had generally resulted in excessive profits on renegotiable business both in 1942 and in 1943. The Congress rejected the suggestion that a basis for exemption existed by reason of the fact a particular article constituted a standard commercial article or was sold under OPA ceiling prices. Furthermore, it is to be noted that the fact that an individual contractor may not be making excessive profits on such an article is of little significance. The status of the individual contractor is more readily dealt with through renegotiation where he can be given a clearance if after examination it is found that no excessive profits exist in the particular case. Accordingly, in order that useless requests for exemption may be avoided, it should be noted that exemptions under section 403 (i) (4) (D) can only be made where competitive conditions have been such as reasonably to protect the Government against excessive prices and on the basis of broad national conditions and considerations and after complete research and development of the factual and legal questions involved.

(3) For exemptions under the standard commercial article exemption, see § 1608.845. [RR 354.2]

§ 1603.356 *Subcontracts as to which it is not administratively feasible to determine and segregate profits.* • • •

(b) *Exemption.* For an exemption relating to subcontracts under certain contracts and subcontracts involving electric power, gas, transportation and communications, see § 1608.842. [RR 356.2]

SUBPART F—LIMITATIONS ON COMMENCEMENT AND COMPLETTON OF RENEGOTIATION

Section 1603.363 is amended to read as follows:

§ 1603.363 *Completion of renegotiation proceedings.* Renegotiation must be completed by the making of an agreement or the entry of an order within one year following the commencement of the renegotiation proceeding, or the liability of the contractor or subcontractor for the fiscal year involved will be discharged. The one year period of limitation on completion of renegotiation proceedings does not apply, however, to the review by the War Contracts Board of an order made by a Secretary of a Department or any officer or agency to whom his authority in this respect has been redelegated. Also, the one year period may be extended by mutual agreement. A form which may be used for such extension is set out in § 1607.725. The formalities for its execution are similar to the formalities for the execution of a renegotiation agreement (see § 1605.502 (l) including subparagraph (5)). [RR 363]

SUBPART H—COSTS ALLOCABLE AND ALLOWABLE AGAINST RENEGOTIABLE BUSINESS

Section 1603.381 (d) (4) is added and §§ 1603.381 (d) (1), 1603.385 (b), 1603.387 (a) and (b) (3), and 1603.389 (a) are amended to read as follows:

§ 1603.381 *Statutory provisions and general regulations.* • • •

(d) *Profit, cost allocation and allowance; general*—(1) *Profit.* The term "profits derived from contracts with the Departments and subcontracts" is defined by the act as the excess of the amount received or accrued under contracts and subcontracts over the costs paid or incurred with respect thereto. The term "costs" includes selling, general and administrative expenses. In connection with renegotiation on an over-all fiscal-year basis income received or accrued and items of cost paid or incurred will be considered as having been received or accrued or paid or incurred in the fiscal year to which such items are to be attributed in accordance with the method of accounting employed by the contractor or subcontractor in keeping his books or in accordance with such other method of accounting as the contractor and the Department conducting the renegotiation may agree upon pursuant to the provisions of §§ 1603.301 and 1603.303. The method of accounting employed in determining the net income of the contractor or subcontractor for Federal income tax purposes shall be deemed to be the method of accounting employed by him in keeping his books. When the contractor requests that renegotiation be conducted on a completed contract basis, receipts and accruals and costs paid or incurred will be determined in accordance with the method agreed upon in connection with the granting of such request.

• • • • • •

(4) *Conditional allowance of cost.* The estimate of the renegotiating agency as to whether an item is allowable as a deduction or exclusion under Chapters 1 and 2E of the Internal Revenue Code will, with the exception discussed hereafter in this subparagraph, be final for the purposes of renegotiation regardless of the difficulty of making such an estimate. However, in a few special cases it may be impossible for the agency to make any reasonable estimate as to whether or to what extent a particular item is allowable as a deduction or exclusion under the Internal Revenue Code for the fiscal year under renegotiation. In such special cases where the item is substantial in relation to the profits to be eliminated, the renegotiating agency may, subject to the restrictions set forth below, allow the item as a cost in renegotiation on the condition that in the renegotiation agreement the contractor will agree to refund as additional excessive profits, the amount so allowed as a cost of renegotiable business which is finally determined to be not allowable as a deduction or exclusion under the Internal Revenue Code for the fiscal year in which it was so allowed in renegotiation. If such conditional allowance is desirable, the renegotiating agency will observe the following procedure:

(i) The renegotiating agency, prior to making the conditional allowance, shall transmit to the Chairman of the Price Adjustment Board of the Department concerned, a statement setting forth the approximate amount of excessive profits to be finally eliminated and the amount of the item to be conditionally allowed in determining such excessive profits, a full description of the facts and the reasons why the agency is unable to determine whether the item should be allowed or disallowed as a cost, and a copy of the special clause proposed to be included in the renegotiation agreement.

(ii) The renegotiating agency shall, at the same time, advise the Chairman of the Price Adjustment Board of the Department concerned whether the financial condition of the contractor appears to be such as to justify postponement of final determination of the allowability of the item as a cost.

(iii) The Chairman of the Price Adjustment Board of the Department concerned, in his discretion, may authorize the conditional allowance and the use of a special clause, or may advise the renegotiating agency that the item should be unconditionally allowed or disallowed as a cost in renegotiation, or may instruct the renegotiating agency to treat the item in such other manner as the Chairman, in his discretion, may consider appropriate. Additional provisions may be prescribed for insertion in the renegotiation agreement to assure payment by the contractor of any amounts which may become due in the future by reason of the special clause, if, in the opinion of the Chairman, the financial condition of the contractor is such that the interests of the Government require the same. [RR 381.4]

§ 1603.385 *Losses.* • • •

(b) *War losses.* Section 127 of the Internal Revenue Code provides that the amount of the loss on account of property destroyed or seized on or after December 7, 1941, in the course of military or naval operations by the United States or any other country engaged in the present war may be allowed as a deduction from income in the year in which such destruction or seizure occurs. The fact that the property has been destroyed or seized in the course of the war does not of itself, however, establish that the loss is properly allocable to renegotiable business. Such a loss may be recognized in renegotiation only to the extent it is properly chargeable against renegotiable business. [RR 385.2]

§ 1603.387 *Advertising expenses*—(a) *Allocation.* Institutional advertising (designed to keep the advertiser's name or the identity of his peacetime products before the public) should ordinarily be allocated between renegotiable (including business done under cost-plus-fixed-fee or other similar contractual arrangements) and non-renegotiable business on a pro rata basis in the amount allowed in accordance with the provision of paragraph (b) hereof. Product advertising (specifically offering individual products for current sale) is ordinarily allocable to non-renegotiable business. However, where a contractor's normal volume of peacetime products has been wholly or partly replaced by war products, an amount of product advertising not inconsistent with the past practice of the business may be considered as essentially institutional advertising and allocated on the same basis. [RR 387.1]

(b) *Allowance.* • • •

(3) In considering advertising expenditures in connection with the determination of the "reasonableness of costs" of the contractor's business, the relationship between advertising costs and sales in present and past periods should be considered and a determination made as to whether or not the total advertising costs are reasonable and proper under the circumstances. [RR 387.2]

§ 1603.389 *State income taxes*—(a) *In general.* Under subsection (a) (4) (B) of the 1943 act, taxes measured by income cannot be allowed as items of cost for purposes of renegotiation. However, this subsection provides specifically that in determining the amount of excessive profits to be eliminated, proper adjustment shall be made on account of the taxes measured by income (other than Federal taxes) so excluded, which are attributable to non-excessive renegotiable profits. The amount of any such adjustment will in no case exceed that part of such taxes actually payable which is payable because of the inclusion in income of the non-excessive renegotiable profits. The term "taxes measured by income" is interpreted to mean taxes which vary in accordance with the amount of net income of the taxpayer. Such term does not include taxes imposed upon or measured by gross income, gross receipts or sales. Such taxes measured by net income are herein referred to generally as "state income taxes" although actually they may not be designated as "income taxes" in the legislation imposing such taxes, and although they may be imposed by political subdivisions other than a state. [RR 389.1]

PART 1604—DETERMINATION AND ELIMINATION OF EXCESSIVE PROFITS[1]

SUBPART A—PRINCIPLES AND FACTORS IN DETERMINING EXCESSIVE PROFITS

Section 1604.403 (e) (3) is added and §§ 1604.406, 1604.412 (b), and the heading of § 1604.403 (e) are amended to read as follows:

§ 1603.403 *Specific considerations.* • • •

(e) *Significance of settlements, or profits or losses of other years.* • • •

(3) In the case of renegotiation conducted on a fiscal year basis, the contractor's profits or losses on renegotiable sales in a year prior or subsequent to the year subject to renegotiation shall not be used as an off-set or adjustment in the determination of excessive profits for the year which is the subject of renegotiation. (See § 1603.385 (c). [RR 403.5]

§ 1604.406 *Minimum refund.* No refund of excessive profits should, in the absence of unusual circumstances, be required in an amount less than $10,000 before credit for the adjustment for state income taxes (see § 1603.389). The provisions of this section shall not apply, however, to subcontracts under subsection (a) (5) (B) of the 1943 act or to cases where the provisions of § 1603.348 (c) operate to limit the amount of the refund. [RR 406]

§ 1604.412 *Capital employed.* • • •

(b) *Comment.* Consideration is to be given to the amount and source of capital employed. This should include establishing and considering the proportion of plant or equipment or materials supplied by Government agencies or other contractors; the amount of production from plant and equipment furnished by the Government or others; the amount and proportion of investment covered by certificates of necessity; the amount of private capital at the beginning of the year; the extent and source of additional investment during the year in fixed assets; and loans, advances or Government guarantees. The relationship of the profit before taxes realized before and after renegotiation from the use of capital employed in renegotiable business to the value thereof at the beginning of the year should be used as a check to determine the return being realized on such investment. A contractor using his own capital is generally entitled to more favorable consideration than a contractor largely dependent upon Government financing or Government furnished facilities. Where a large part of the capital or facilities is supplied by the Government, the contractor's contribution tends to become one of the management only and the profit margin should be considered accordingly. [RR 412.2]

SUBPART B—RECOVERY OF EXCESSIVE PROFITS ALREADY REALIZED

Section 1604.423 (d) is added and paragraphs (a) and (g) of § 1604.422 are amended to read as follows:

§ 1604.422 *Recovery by voluntary repayment*—(a) *In general.* In renegotiation with respect to a completed fiscal period, the elimination of excessive profits will ordinarily be effected pursuant to an agreement providing for a refund. This refund may be made by the contractor in a single payment or in installments as the agreement may provide (see §§ 1603.323 and 1605.502 (e)). [RR 422.1]

(g) *Authority to enforce payment.* The authority to enforce payment is dealt with in §§ 1604.421, 1606.626 (a) and 1608.821 (a). (See also §§ 1604.423 and 1605.502 (e) (4).) [RR 422.7]

§ 1604.423 *Withholding as a method of recovery.* • • •

(d) A form which may be used to direct a contractor to withhold and a form which may be used to direct a contractor to pay over amounts withheld are found in §§ 1607.748 (a) and (b). [RR 423]

SUBPART D—RENEGOTIATION AND TAXES

Section 1604.440 is amended to read as follows:

§ 1604.440 *Scope of subpart.* This subpart deals with the effect of renegotiation upon a contractor's Federal income and excess profits taxes. With reference to adjustment for state taxes see § 1603.389. [RR 440]

[1] 9 F.R. 6175.

PART 1605—AGREEMENTS AND STATEMENTS[1]

SUBPART A—AGREEMENTS AND CLEARANCES

Sections 1605.506 (d) and (e), and 1605.508 (b) (3) are added, § 1605.506 (d) is redesignated (f) [RR 506.5], and §§ 1605.502 (e), 1605.506 (b), 1605.507 (c) and 1605.508 (c) are amended to read as follows:

§ 1605.502 *Standard form of agreement.* • • •

(e) *Article 4: Terms of payment.* (1) The schedule of the payments to be made will be set forth in Article 4. A suggested form of such schedule is set forth in § 1607.741 (b) (5) of these regulations. The Department or Service which has conducted the renegotiation will also provide, in this article, for the place of payment. In the event that the profits agreed in Article 1 to be eliminated are derived in part from prime contracts with Defense Plant Corporation, Metals Reserve Company, Defense Supplies Corporation and Rubber Reserve Company or any of such corporations, the payment provision, in accordance with the footnote to Article 4 on the standard form will require payment of the amount thereof to the RFC Price Adjustment Board.

(2) For the purpose of determining the portion of the profits which are to be eliminated which were derived from such prime contracts, the Department conducting renegotiation will segregate the amounts received or accrued under such contracts from amounts received or accrued under other renegotiable contracts and subcontracts involved in the renegotiation of a particular contractor. It will also generally segregate the profits derived from such prime contracts. Where, however, it is indicated that the margin of profit attributable to contracts with the RFC subsidiaries is substantially the same as that attributable to other contracts and subcontracts involved in the renegotiation, a fair allocation of the profits to be eliminated may be effected by prorating the amount of the refund on the basis of the amount of renegotiable business attributable to contracts with the RFC subsidiaries and the amount of such business attributable to other contracts and subcontracts. Accordingly, the Department conducting renegotiation may determine the amount of the renegotiation refund to be paid to the RFC Price Adjustment Board on such basis where it is believed that the application of the same will result in a fair and reasonably accurate result.

(3) Responsibility for the collection of, and for the maintenance of records concerning, any amounts due the RFC Price Adjustment Board under renegotiation agreements, shall rest with the RFC Price Adjustment Board, and any such agreements providing for refunds to the RFC under the 1943 act shall be referred to the RFC Price Adjustment Board for the collection of that portion of the refund payable to that Board. The Department conducting the renegotiation will retain responsibility for the collection of only that portion of the refund which is payable into the Treasury

[1] 9 F.R. 6181.

of the United States. In such cases, an authenticated copy of the renegotiation agreement shall be forwarded to the RFC Price Adjustment Board, through the Assignments and Statistics Branch, Renegotiation Division, ASF. The Assignments and Statistics Branch should be promptly notified of any default in the collection of any installment due under such agreements and the enforcement of the obligations under the agreement properly coordinated under the supervision of the War Contracts Price Adjustment Board.

(4) In the case of suit for the collection of any amounts due under any renegotiation agreements in which the RFC is entitled to a portion of the refund, under ordinary circumstances the Assignments and Statistics Branch should assign such case for collection to the Department then having the predominant interest in the balance of the refund.

(5) If a portion of the refund is to be made to the RFC Price Adjustment Board, any such tax credit should be apportioned ratably between the portion of the refund payable to the RFC Price Adjustment Board and the portion payable to the Treasurer of the United States.

(6) Specially detailed terms for elimination of excessive profits may be set forth on an Exhibit C and incorporated by reference in Article 4 (see § 1605.505). If no subsidiaries are involved and there is, therefore, no Exhibit B referring to such subsidiaries, this exhibit setting forth the terms of payment should, of course, be designated "Exhibit B," instead of "Exhibit C."

(7) Limitations upon the period of time beyond which the schedule of payments must not extend are set forth in § 1604.422 of these regulations. [RR 502.5]

§ 1605.506 *Additional provisions; variations.* • • •

(b) *Forward pricing clause.* The Renegotiation Act of 1943 specifically authorizes provision in the renegotiation agreement, by agreement with the contractor, for the elimination of excessive profits likely to be received or accrued in the future. When agreement cannot be reached upon specific price reductions, use may be made in the renegotiation contract of the article set forth at § 1607.741 (b) (1). In this connection reference is made to § 1604.430 and following. If specific price reductions are agreed upon, the agreement should clearly identify the contracts affected by such price reductions in order that the Department administering the agreement can determine whether the contractor has complied therewith. [RR 506.2]

• • • • • • •

(d) *Clause to be used in certain cases where renegotiation is conducted on completed contract basis.* Whenever renegotiation is conducted on a completed contract basis pursuant to the request of a contractor in the form therefor which is set forth in § 1607.723, the clause set forth in § 1607.741 (b) (6) must be included in the renegotiation agreement. In each such case, a copy of such form executed by the contractor requesting renegotiation on a completed contract basis (§ 1607.723) must be attached to the renegotiation agreement as an exhibit as provided in the clause set forth in § 1607.741(b) (6). [RR 506.4]

(e) *Clause covering conditional allowance of cost.* If pursuant to the procedure set forth in § 1603.381 (d) (4) of these Regulations, an item of cost is allowed conditionally pending final determination of its allowability as a deduction or exclusion under Chapters 1 and 2E of the Internal Revenue Code, an appropriate clause will be inserted in the renegotiation agreement. The form of the clause may vary, but essentially it will consist of an agreement by the contractor to repay, as additional excessive profits, the amount of the item allowed as a cost in renegotiation which is finally determined to be not allowable as a deduction or exclusion under Chapters 1 and 2E of the Internal Revenue Code. As pointed out in § 1603.381 (d) (4), the clause must be approved by the chairman of the Price Adjustment Board of the Department concerned before it can be used in the renegotiation agreement. [RR 506.5]

§ 1605.507 *Prohibited provisions.* • • •

(c) *Periodic refunds of future excessive profits.* As part of the general policy of discouraging excessive prices and of encouraging price reductions, final agreements in renegotiation should not contain provisions for any periodic or other refunds by contractors of excessive profits realized after the date of such agreements. However, it is appropriate for such agreements to contain provisions for future price reductions or stated discounts from an agreed upon price. [RR 507.3]

§ 1605.508 *Clearances.* • • •

(b) *Use and form of clearance notice.* • • •

(3) Whenever renegotiation is conducted on a completed contract basis pursuant to the request of the contractor made in the form therefor which is set forth in § 1607.723, the clearance notice will not be used. In such cases where it is determined that no excessive profits have been received or accrued, a clearance agreement (§ 1605.508 (c)) will be used. [RR 508.2]

(c) *Use and form of clearance agreement.* Upon request of the contractor, a clearance agreement executed by the contractor and the Government may be used in place of the clearance notice. Such agreement should follow the general structure of the standard form of renegotiation agreement (see §§ 1605.506 and 1607.741 (a)) except that Articles 3, 4, 5 and 9 of the standard agreement should be omitted. The articles used should be renumbered consecutively. The first article should be substantially the same as that contained in the standard form, except that the finding and agreement should be that no profits should be refunded pursuant to the act. Whenever renegotiation is conducted upon a completed contract basis pursuant to the request of the contractor in the form therefor which is set forth in § 1607.723, the alternative clause set forth in § 1607.741 (b) (6) will be included in the clearance agreement. [RR 508.3]

PART 1606—IMPASSE PROCEDURE[1]

SUBPART B—FAILURE TO AGREE

Sections 1606.623, 1606.625 (b) and (c), and 1606.626 (a) are amended to read as follows:

§ 1606.623 *Authority of departments to make unilateral determinations.* The War Contracts Board has delegated to each Secretary the authority to issue and enter an order determining the amount of the excessive profits of a contractor who has not entered into an agreement to eliminate the same. (See § 1608.821 (a).) Successive redelegations of such authority are authorized and have been made. Any such order entered pursuant to such delegated authority is, however, subject to review by the War Contracts Board. Upon the entry of such an order notice will be given forthwith by registered mail to the contractor and a copy of such order and notice shall be sent to the Secretary of the War Contracts Board at the address specified in § 1607.791 (f). Such order will become final (that is, be deemed the determination of the War Contracts Board) when and as prescribed in subsection d (5) of the 1943 act. (See §§ 1606.621 and 1606.625.) Forms which may be used with reference to such unilateral determinations under delegated authority are set out in § 1607.746, namely: order under delegated authority determining excessive profits (see § 1607.746 (a)), notice thereof (see § 1607.746 (b)), and notice of such order having become the determination of the War Contracts Price Adjustment Board (see § 1607.746 (c)). [RR 623]

§ 1606.625 *Finality of orders determining excessive profits.* • • •

(b) *Orders entered by the War Contracts Board.* Upon any review by the War Contracts Board whether pursuant to request by the contractor or initiated by the Board on its own motion, the Board will enter an order determining as the amount of excessive profits an amount either less than, equal to, or greater than that determined by the order which has been reviewed. Such order of the War Contracts Board is final immediately upon its entry. A form which may be used for such order is set out in § 1607.741 (a). [RR 625.2]

(c) *Notice of final order to be given to the contractor.* When an order determining excessive profits made by delegated authority has become final or an order is entered by the War Contracts Board determining excessive profits (which, as stated in § 1606.625 (b), is final upon entry), notice thereof will be given forthwith by registered mail to the contractor. Forms which may be used with reference to such notices are set out in §§ 1607.746 (c) and 1607.747 (b). [RR 625.3]

[1] 9 F.R. 6184.

§ 1606.626 *Elimination of excessive profits determined by order—(a) Authorization to Secretaries to eliminate excessive profits.* (1) All of the powers, functions and duties conferred upon the War Contracts Board by subsection (c) (2) of the 1943 Act have been delegated by the Board under the date of February 26, 1944 to each Secretary with right of successive redelegation (see §§ 1608.801 and 1608.821 (a)). Among the methods available to each Secretary to eliminate excessive profits are reductions in amounts otherwise payable to the contractor under contracts with the Departments, withholding of amounts otherwise due the contractor, directing a contractor to withhold amounts otherwise due to a subcontractor, recovering through repayment, credit or suit, or any combination of the methods specified in such subsection as is deemed desirable.

(2) The power of each of the Secretaries to eliminate excessive profits by any of the methods or any combination of the methods referred to in subsection (c) (2) of the 1943 act, including clauses (A), (B), (C), (D) and (E) thereof, may be exercised by each Secretary in his discretion (or by such person or persons as may have authorization to act by delegation, subdelegation or otherwise) immediately upon the making of an agreement by or on behalf of the War Contracts Board, or the entry of an order which is, or which is deemed to be the determination of the War Contracts Board, or the entry of an order under subsection (e) by The Tax Court of the United States. Such power may be so exercised without further action by the War Contracts Board.

(3) The delegation dated February 26, 1944 by the War Contracts Board delegated all the authority referred to in this paragraph. (See § 1608.821 (a)).

(4) A form which may be used to direct a contractor to withhold and a form which may be used to direct a contractor to pay over amounts withheld are found in §§ 1607.748 (a) and (b). See also §§ 1604.423 and 1605.502 (e) (4).) [RR 626.1]

PART 1607[1]—FORMS FOR RENEGOTIATION[2]

SUBPART A—FORMS RELATING TO IDENTIFICATION, ASSIGNMENT AND CANCELLATION OF CASES

Section 1607.702 (c) and (d) is added, and § 1607.704 (a) is amended to read as follows:

§ 1607.702 *Letters of preliminary inquiry.* • • •

(c) *Inquiry concerning non-filing of mandatory financial statement.*

WAR CONTRACTS PRICE ADJUSTMENT BOARD

3D 573—The Pentagon

Washington 25, D. C.

GENTLEMEN: Subsection (c) (5) (A) of the Renegotiation Act of 1943 requires concerns which are subject to that Act to file financial statements in accordance with the regulations prescribed by the War Contracts Price Adjustment Board. A penalty is prescribed for non-compliance. Copies of the Act and pertinent Regulations are enclosed herewith as well as the required form of Report.

The records of this office do not indicate that you have filed such a financial statement. Although without authority to waive or extend the requirements of the Act with respect to time of filing, we bring this matter to your attention with the suggestion that, if your business exceeded the statutory minimum as defined in subsection (c) (6) of the Act, you should file the required financial statement with the least possible delay.

Clearance and Assignment Officer on behalf of—

WAR CONTRACTS PRICE ADJUSTMENT BOARD.

Enclosures:
Standard Form of Contractor's Report
Pamphlet entitled "Renegotiation"
Excerpts from Renegotiation Regulations pertaining to filing of Mandatory Financial Statements

[RR 702.3]

(d) *Follow-up to letter of preliminary inquiry from Assignments and Statistics Branch.*

In reply refer to:
LPI No.----------

WAR CONTRACTS PRICE ADJUSTMENT BOARD

3D 573—The Pentagon

Washington 25, D. C.

GENTLEMEN: We attach a copy of a communication sent to you under date of ------- by which we requested that you file with this office the "Standard Form of Contractor's Report" which was enclosed therewith. We have no record of your having filed such a Report nor of the receipt of a statement from you that the Renegotiation Act of 1943 is not applicable in your case.

Your attention is called to the fact that by the provisions of subsection (c) (5) (A) of the Act, the "Standard Form of Contractor's Report" is required to be filed by all concerns subject to that Act. A penalty is prescribed for noncompliance.

Although without authority to waive or extend the requirements of the Act with respect to the time for filing of Reports, we suggest that, if your business exceeded the statutory minimum as defined in subsection (c) (6) of the Act, you should file the Report with the least possible delay.

On the other hand, if your business did not exceed the statutory minimum as defined in subsection (c) (6) of the Act, you are not required to file the "Standard Form of Contractor's Report" to which we refer. In that event, it would be helpful for the maintenance of our records if you would file, in duplicate, the enclosed form entitled "Statement by Contractor, Non-Applicability of the Renegotiation Act of 1943".

Clearance and Assignment Officer on behalf of—

WAR CONTRACTS PRICE ADJUSTMENT BOARD.

Enclosures:
(Budget Bureau No. 49–R182) (LPI Letter)
Standard Form of Contractor's Report
Pamphlet entitled "Renegotiation"
Excerpts from Renegotiation Regulations pertaining to filing of Mandatory Financial Statements
Statement by Contractor, Non-Applicability of the Renegotiation Act of 1943

[RR 702.4]

§ 1607.704 *Forms for cancellation of assignment—(a) Statement by contractor of non-applicability.*

STATEMENT BY CONTRACTOR

NON-APPLICABILITY OF THE RENEGOTIATION ACT OF 1943

To the War Contracts Price Adjustment Board:

We acknowledge receipt of a copy of the pamphlet entitled "Renegotiation" containing the text of the Renegotiation Act of 1943 and have noted particularly the provisions of subsections (a) (5), (c) (5) (A) and (c) (6) of that Act.

We certify that the aggregate receipts or accruals of the undersigned and of all persons, firms or corporations under the control of or controlling or under common control with the undersigned under contracts with the War Department, Navy Department, Treasury Department, Maritime Commission, War Shipping Administration, Defense Plant Corporation, Defense Supplies Corporation, Metals Reserve Company and Rubber Reserve Company and under subcontracts as defined in the Act, *including* those which are exempted under subsection (1) of the Act or which expressly provide that they are not subject to renegotiation pursuant to the authority granted by said subsection (1) (but not including commissions and other income within the meaning of subsection (a) (5) (B) of the Act), did not exceed $500,000 for the fiscal year ended -------- 194--; and we further certify that commissions and other income within the meaning of subsection (a) (5) (B) of the Renegotiation Act of 1943 received or accrued by the undersigned and by all persons, firms or corporations under the control of or controlling or under common control with the undersigned under contracts and subcontracts above referred to did not exceed $25,000 for the same fiscal year.

In making this certification recognition is given to the fact that in order to qualify for exemption it is necessary that both of the above conditions should be met; i. e., that the total of receipts and accruals under contracts with the above-named departments or agencies or subcontracts as defined in the Act (excluding commissions and other income below mentioned) does not exceed $500,000 *and* that the total of commissions and other income within the meaning of subsection (a) (5) (B) of the Act does not exceed $25,000. Accordingly, we do not intend to file a financial statement in conformity with the provisions of the first sentence of subsection (c) (5) (A) of the Act. If we have been assigned for statutory renegotiation, we request that such assignment be cancelled.

Very truly yours,

Name of Contractor

By ---
(Principal officer, partner or proprietor)

Title of officer

Address of Contractor

Dated ---------- 194--

In preparing this form, there will be printed on reverse side, subsections (c) (5) (A), (c) (6) and (a) (5) of the 1943 Act.

[RR 704.1]

SUBPART B—FORMS RELATING TO OPERATION OF RENEGOTIATION

Sections 1607.723 and 1607.725 are added as set forth below:

§ 1607.723 *Contractor's request for renegotiation on completed contract basis.*

[1] 9 F.R. 4143, 6188, 7021.

[2] The reporting requirements in this part have been approved by the Bureau of the Budget in accordance with the provisions of the Federal Reports Act of 1942.

To: _____
(Insert name of Price Adjustment Board or Section.)

1. _____
(Insert correct legal name of contractor and indicate whether an individual, partnership, joint venture or corporation.)
(hereinafter referred to as "the contractor") represents as follows:

(a) that the contractor has a fiscal year ended _____ (hereinafter referred to as "said fiscal year");

(b) that all of the contractor's construction contracts and subcontracts which have been completed within said fiscal year are as follows:

Description and date	Amount

2. Pursuant to subsection (c) (1) of the Renegotiation Act, the contractor hereby requests that all of the construction contracts and subcontracts described in paragraph 1 (b) above be renegotiated as a group and that the powers of the War Contracts Price Adjustment Board be exercised with respect to such group.

3. If the foregoing request is approved, the contractor hereby agrees to the following terms and conditions:

(a) The Renegotiation Act, and all regulations and interpretations made thereunder, other than those dealing with the allowance of tax credits, will be applied in all respects to the construction contracts and subcontracts described in paragraph 1 (b) above and in determining profits derived therefrom, as though the contractor had kept (its) (his) books and had filed (its) (his) Federal income tax returns with respect to such contracts and subcontracts on a completed contract basis, including the application of the $500,000 exemption set forth in subsection (c) (6) of the Renegotiation Act and the application of the $500,000 "floor" as interpreted in paragraph 348.3 of the Renegotiation Regulations.

(b) With respect to any subsequent fiscal year, all of the contractor's construction contracts and subcontracts completed within such fiscal year, which are by law subject to renegotiation, may at the option of the renegotiating agency be renegotiated as a group and the powers of the War Contracts Price Adjustment Board may at such option be exercised with respect to such group, and in any such renegotiation, the principles set forth in subparagraph 3 (a) above will be applied.

4. The undersigned agrees that this request, after having been delivered to the renegotiating agency, cannot be withdrawn without the written consent of the renegotiating agency.

In witness whereof, the undersigned has executed this request as of the _____ day of _____ 194__.

_____
By _____
(Title of Officer)

Attest:

_____
(Secretary)
(To be used if executed by a corporation.)

Approved:

_____
(Insert name and official title of person executing the approval in behalf of the government.)

NOTE: If the contractor is a corporation, the request will be accompanied by a certified copy of the resolution of the Board of Directors authorizing the request and the agreements therein contained. If a partnership or joint venture the request will be executed by all members of the partnership or joint venture.

[RR 723]

§ 1607.725 *Agreement extending time for completion of renegotiation.*

_____ 194__

It is hereby stipulated and agreed by and between the United States of America and _____ a _____ with principal business office at _____ (hereinafter referred to as the "Contractor"), as follows:

(1) Renegotiation pursuant to the Renegotiation Act between the War Contracts Price Adjustment Board or its duly authorized representative and the Contractor with respect to amounts received or accrued by the Contractor for the Contractor's fiscal year ended _____ was commenced _____ 194__.

(2) In accordance with the provisions of clause (B) of the second sentence of subsection (c) (3) of the Renegotiation Act, the time within which a determination of the amount of excessive profits, if any, derived by the Contractor from contracts with the Departments and subcontracts for the Contractor's fiscal year ended _____ may be made by agreement or order is hereby extended to and including _____ 194__.

_____
(Name of Contractor)
By _____
(Title)

If a corporation add
(Corporate Seal)

Attest:

_____
(Secretary)

UNITED STATES OF AMERICA.
By _____
Acting on behalf of the War Contracts Price Adjustment Board created by the Renegotiation Act, under due delegations of authority made pursuant to subsection (d) (4) of the Renegotiation Act.

[RR 725]

SUBPART D—FORMS RELATING TO AGREEMENTS AND UNILATERAL DETERMINATIONS

1. Section 1607.741 (a) is amended by the modification of Article 4 as set forth below.

§ 1607.741 *Agreement forms*—(a) *Standard form of agreement.* • • •

4. *Terms of payment.* The Contractor agrees to pay to the Government the sum of _____ Dollars ($_____), being the amount determined in Article 1 hereof to be eliminated, as follows:

Payment shall be made by check to the order of the Treasurer of the United States and forwarded _____.** All unpaid installments hereunder may at the option of the Government be declared and thereupon shall become immediately due and payable, in the event of a default continuing for twenty days in the payment of any amount required to be paid under this agreement. Interest at the rate provided by law in the District of Columbia as the rate which is applicable in the absence of express contract as to the rate of interest, shall accrue and shall be payable upon each payment due under this agreement from and after the due date thereof, whether original or accelerated.

**If any part of the profits to be eliminated were derived from prime contracts with Defense Plant Corporation, Metals Reserve Company, Defense Supplies Corporation or Rubber Reserve Company, insert here: "to the extent of $_____ and by check to the order of and delivered to the RFC Price Adjustment Board, 811 Vermont Avenue, Washington 25, D. C., to the extent of $_____"

2. Section 1607.741 (b) (1) is amended to read as follows:

(b) *Variations in the standard form*—(1) *Forward pricing.* When agreement cannot be reached upon specific price reductions, use may be made of the following clause:

The Contractor agrees that so long as it shall have contracts and subcontracts which are by law subject to renegotiation, it will from time to time adjust its prices under such contracts and subcontracts to eliminate the accumulation of profits thereunder regarded by the Contractor as excessive. Within twenty days after the close of that quarter of the Contractor's current fiscal year in which the Contractor has received a fully executed counterpart of this agreement, the Contractor agrees to file with _____ a report setting forth the price reductions, if any, made during all then expired quarters of such current fiscal year applicable to its contracts and subcontracts subject to renegotiation. The Contractor further agrees to file a similar report within twenty days following each subsequent quarter of its current fiscal year setting forth its price reductions, if any, made during such quarter. Each such report may be in such general terms or in such detail as the Contractor deems necessary to an intelligent appraisal thereof, but shall set forth, if feasible, the unit prices before and after each such reduction, and shall set forth an estimate of the aggregate reduction effected thereby for such fiscal year under contracts and subcontracts subject to renegotiation; and shall include, if available, a summary profit and loss statement for the period covered by the report. It is understood and agreed that price reductions will be taken into consideration in any renegotiation which may hereafter be conducted with the Contractor with respect to periods subsequent to the date of this agreement, the obligations of the Contractor under this article will not be deemed to be satisfied by refunds or retroactive price reductions.

Failure on the part of the Contractor to comply fully with this article shall not constitute grounds for reopening this agreement or for setting aside the discharge provided for in Article 8 hereof.

3. Section 1607.741 (b) (5) is amended to read as follows, and § 1607.741 (b) (6) is added as set forth below.

(5) *Variations in Article 4 of the standard form.* (i) If the profits to be eliminated are to be paid in installments, and the amount of the tax credit has not been ascertained, Article 4 may be drafted to read as follows:

4. Terms of Payments. The Contractor agrees to pay to the Government the amount agreed in Article 1 hereof to be eliminated, less the tax credit, if any, applicable thereto pursuant to Article 3, as follows:

(a) $_____, less the pro rata portion of the tax credit applicable thereto, within ten days after the Contractor shall have received a fully executed counterpart of this agreement or written notice of the amount of the tax credit, whichever is later; and

(b) $_____, less the pro rata portion of the tax credit applicable thereto, on or before _____ or the due date of the first scheduled payment, whichever shall be later.

Payment shall be made by check to the order of the Treasurer of the United States and forwarded _____.* All unpaid installments hereunder may at the option of the Government be declared and thereupon shall become, immediately due and payable, in the event of a default continuing for twenty days in the payment of any amount required to be paid under this agreement. Interest at the rate provided by law in the District of Columbia as the rate which is applicable in the absence of express contract as to the rate of interest, shall accrue and shall be payable upon each payment, due under this agreement from and after the due date thereof, whether original or accelerated.

(ii) If the amount of the tax credit has been ascertained before the agreement is drawn, Article 4 may be drafted to read as follows:

4. Terms of Payment. The Contractor agrees to pay to the Government the sum of _____ ($_____), being the difference between the amount agreed in Article 1 hereof to be eliminated and the amount of the tax credit referred to in Article 3 which has been determined to be applicable thereto, as follows:

$_____ within ten days after the Contractor shall have received a fully executed counterpart of this agreement, and

$_____ on or before _____; and

$_____ on or before _____

Payment shall be made by check to the order of the Treasurer of the United States and forwarded _____.*

All unpaid installments hereunder may at the option of the Government be declared and thereupon shall become, immediately due and payable, in the event of a default continuing for twenty days in the payment of any amount required to be paid under this agreement. Interest at the rate provided by law in the District of Columbia as the rate which is applicable in the absence of express contract as to the rate of interest, shall accrue and shall be payable upon each payment, due under this agreement from and after the due date thereof, whether original or accelerated.

(6) *Clause to be used in connection with renegotiation on a completed contract basis in certain cases.* Whenever renegotiation is conducted on a completed contract basis pursuant to the request of the contractor in the form therefor which is set forth in § 1607.723, the following clause will be inserted in the renegotiation agreement:

Renegotiation of Construction Contracts and Subcontracts on Completed Contract Basis. At the request of the contractor and with the consent of the renegotiating agency, the renegotiation concluded by this agreement was conducted on a completed contract basis with respect to the construction contracts and subcontracts of the contractor completed within said fiscal year. A copy of said request dated _____ is attached hereto as Exhibit _____, incorporated herein by reference as though set forth herein, and the contractor hereby agrees to be bound by all of the undertakings and conditions set forth in said request.

*If any part of the profits to be eliminated were derived from prime contracts with Defense Plant Corporation, Metals Reserve Company, Defense Supplies Corporation or Rubber Reserve Company, appropriate provision should be made so that the portion of the profits eliminated allocable to such prime contracts is paid by check payable and delivered to the RFC Price Adjustment Board, 811 Vermont Avenue, Washington 25, D. C.

[RR 741.2]

4. Section 1607.742 is amended by the addition of a note at the end of the form, as follows.

§ 1607.742 *Clearance Notice.* • • •

NOTE: If subsidiaries of the contractor with like fiscal years are to be included in the clearance notice, add the following sentence:

"This instrument also applies to the _____ subsidiaries of Contractor listed
(insert number)
on the reverse hereof, as if each were named as Contractor in a separate instrument of like tenor."

Then list the names of the subsidiaries on the reverse side of the clearance notice. If space permits, it is preferable to list them in the inserted paragraph on the face and vary the insertion appropriately. Should corporations with like fiscal years which are affiliated with the Contractor be included in the clearance notice, the suggested insertion should be varied accordingly.

[RR 742]

5. Sections 1607.746 to 1607.748, inclusive, are added as set forth below.

§ 1607.746 *Unilateral determination; delegated authority*—(a) *Order under delegated authority determining excessive profits.*

ORDER UNDER DELEGATED AUTHORITY DETERMINING EXCESSIVE PROFITS

Pursuant to authority duly delegated by the War Contracts Price Adjustment Board, a renegotiation proceeding was duly commenced with _____ (hereinafter called the "Contractor") with respect to the aggregate of the amounts received or accrued by the Contractor under contracts with the Departments and subcontracts as defined in the Renegotiation Act (such contracts and subcontracts being hereinafter collectively referred to as "said contracts with the Departments and subcontracts") for the Contractor's fiscal year ended _____ (hereinafter called "said fiscal year").

In connection with such renegotiation proceeding, a conference was held with the Contractor at or in connection with which there were submitted by the Contractor and obtained from governmental or other reliable sources, certain financial, operating and other data relating to the Contractor's business and the Contractor's profits derived from said contracts with the Departments and subcontracts during said fiscal year. At and in connection with such conference the Contractor has been afforded full opportunity to submit such additional information and to present such contentions as the Contractor deemed material to a determination of excessive profits within the meaning of the Renegotiation Act.

In determining the excessive profits hereinafter determined, due consideration has been given to all such financial, operating and other data and information so furnished or obtained, to each of the contentions so presented, and to all of the factors referred to in subsection (a) (4) (A) of the Renegotiation Act.

As a result of such renegotiation it is hereby determined that _____ Dollars ($_____) represents the portion of the Contractor's profits derived from said contracts with the Departments and subcontracts for said fiscal year, which is excessive within the meaning of the Renegotiation Act. After proper adjustment on account of taxes, other than Federal taxes, measured by income which are attributable to that portion of the Contractor's profits derived from said contracts with the Departments and subcontracts for said fiscal year which is not excessive, it is hereby determined that the amount of excessive profits of the Contractor which should be eliminated is _____ Dollars ($_____).

This order will be deemed the determination of the War Contracts Price Adjustment Board upon the conditions prescribed in subsection (d) (5) of the Renegotiation act. If, and as soon as, this order shall be deemed the determination of the War Contracts Price Adjustment Board pursuant to subsection (d) (5) of the Renegotiation Act, then _____ (or such official or
(Secretary of a Department)
officials in such Department to whom the power, function and duty of exercising such authority and carrying out such direction may be or have been delegated or successively redelegated) is hereby authorized and directed to take such action (including the authorization and direction of any other Secretary or Secretaries to take such action) as is provided by the Renegotiation Act and as he deems appropriate to eliminate such excessive profits to be eliminated.

In connection with the payment or discharge by any means of such excessive profits to be eliminated, the Renegotiation Act provides that the Contractor shall be allowed the applicable credit, if any, for Federal income and excess profits taxes as provided in Section 3806 of the Internal Revenue Code.

Dated _____
Issued and Entered on _____ 194__

_____
Title
Acting on behalf of the War Contracts Price Adjustment Board created by the Renegotiation Act, under due delegations of authority made pursuant to subsection (d) (4) of the Renegotiation Act.

[RR 746.1]

(b) *Notice of order under delegated authority determining excessive profits.*

NOTICE OF ORDER UNDER DELEGATED AUTHORITY DETERMINING EXCESSIVE PROFITS

_____ 194__

GENTLEMEN:

You are hereby notified by registered mail that pursuant to renegotiation under the Renegotiation Act, and in accordance with authority delegated by the War Contracts Price Adjustment Board, _____ acting in its behalf, issued and entered an order on _____ 1944, determining that of your profits derived from contracts with the Departments and subcontracts for your fiscal year ended _____ Dollars ($_____) represents excessive profits which should be eliminated. A copy of such order is enclosed herewith.

As provided in the Renegotiation Act such order may, in the discretion of the War Contracts Price Adjustment Board, be reviewed by such Board upon your request or upon its own motion, but unless such review shall have been initiated within the time prescribed by the Renegotiation Act, such order shall be deemed the determination of the War Contracts Price Adjustment Board.

Yours very truly,

_____
Title
Acting on behalf of the War Contracts Price Adjustment Board created by the Renegotiation Act, under due delegations of authority made pursuant to subsection (d) (4) of the Renegotiation Act.

[RR 746.2]

(c) *Notice of order having become the determination of the War Contracts Price Adjustment Board.*

NOTICE OF ORDER HAVING BECOME THE DETERMINATION OF THE WAR CONTRACTS PRICE ADJUSTMENT BOARD

_____ 194__

GENTLEMEN: You are hereby notified that no review having been initiated by the War Contracts Price Adjustment Board, either on your request or on its own motion, of the order dated, issued and entered on _____ _____ 194__, pursuant to renegotiation under the Renegotiation Act, by _____ _____ acting on behalf of the War Contracts Price Adjustment Board in accordance with authority delegated by it, determining that of your profits derived from contracts with the Departments and subcontracts for your fiscal year ended _____, _____ Dollars ($_____) represents excessive profits which should be eliminated, such order is deemed the determination of the War Contracts Price Adjustment Board.

A copy of such order is enclosed herewith.

This notice is being mailed to you by registered mail on _____.

The payment date for discharge of your obligation under such order is _____ (Here insert date approximately 15 days from the date such order is deemed the determination of the War Contracts Price Adjustment Board.) Unless payment is made on or before such payment date, interest shall be paid at the rate of 6% per annum from such payment date.

Demand is hereby made that you repay, on or before such payment date, such excessive profits to be eliminated less the tax credit, if any, referred to in such order. Any check should be drawn to the order of the Treasurer of the United States and delivered to _____ *†

Yours very truly,

WAR CONTRACTS PRICE ADJUSTMENT BOARD,

By _____

** _____

Title

Acting on behalf of the

_____

(Secretary of a Department)

[RR 746.3]

§ 1607.747 *Action by the War Contracts Price Adjustment Board after review—*(a) *Order.*

ORDER BY THE WAR CONTRACTS PRICE ADJUSTMENT BOARD AFTER REVIEW

_____ 194__

Upon review of an order issued and entered _____ 194__, by _____ acting on behalf of the War Contracts Price Adjustment Board in accordance with authority delegated by it, determining _____ Dollars ($_____) as the amount of excessive profits which should be eliminated, derived by _____ (hereinafter called the "Contractor") from contracts with the Departments and subcontracts as defined in the Renegotiation Act, for the Contractor's fiscal year ended _____, and after taking into consideration all of the factors referred to in subsection (a) (4) (A) of the Renegotiation Act, the War Contracts Price Adjustment Board has determined that _____ Dollars ($_____) represents the portion of the Contractor's profits derived from said contracts with the Departments and subcontracts for the Contractor's fiscal year ended _____, which is excessive within the meaning of the Renegotiation Act. After proper adjustment on account of taxes, other than Federal taxes, measured by income which are attributable to that portion of the profits of the Contractor derived from said contracts with the Departments and subcontracts for said fiscal year which is not excessive, the War Contracts Price Adjustment Board hereby determines that the amount of excessive profits of the Contractor for said fiscal year which should be eliminated is _____ Dollars ($_____).

This order constitutes a determination by the War Contracts Price Adjustment Board upon review as provided by subsection (d) (5) of the Renegotiation Act. The _____

(Secretary

_____ (or such official or officials in of a Department)

such Department to whom the power, function and duty of exercising such authority and carrying out such direction may be or have been delegated or successively redelegated) is hereby authorized and directed to take such action (including the authorization and direction of any other Secretary or Secretaries to take such action) as is provided by the Renegotiation Act and as he deems appropriate to eliminate such excessive profits to be eliminated.

In connection with the payment or discharge by any means of such excessive profits to be eliminated, the Renegotiation Act provides that the Contractor shall be allowed the applicable credit, if any, for Federal income and excess profits taxes as provided in Section 3806 of the Internal Revenue Code.

Dated _____

Issued and entered on _____ 194__.

WAR CONTRACTS PRICE ADJUSTMENT BOARD,

By _____

[RR 747.1]

(b) *Notice.*

NOTICE OF DETERMINATION BY ORDER ENTERED BY WAR CONTRACTS PRICE ADJUSTMENT BOARD UPON REVIEW

_____ 194__

GENTLEMEN: You are hereby notified that upon review of an order dated, issued and entered on _____ 194__, by _____ acting on behalf of the War Contracts Price Adjustment Board in accordance with authority delegated by it, pursuant to renegotiation under the Renegotiation Act, the War Contracts Price Adjustment Board has issued and entered its order determining that of your profits derived from contracts with the Departments and subcontracts for your fiscal year ended _____, _____ Dollars ($_____) represents excessive profits which should be eliminated.

A copy of such order is enclosed herewith.

This notice is being mailed to you by registered mail on _____.

The payment date for discharge of your obligation under such order is _____ (Here insert date approximately 15 days from the date of such order.) Unless payment is made on or before such payment date, interest shall be paid at the rate of 6% per annum from such payment date.

Demand is hereby made that you repay, on or before such payment date, such excessive profits to be eliminated less the tax credit, if any, referred to in such order. Any check should be drawn to the order of the Treasurer of the United States and delivered to _____.*†

Yours very truly,

WAR CONTRACTS PRICE ADJUSTMENT BOARD,

By _____

** _____

Title

Acting on behalf of the

_____

(Secretary of a Department)

[RR 747.2]

§ 1607.748 *Withholding orders—*(a) *Direction to a contractor to withhold.*

_____ 194__

GENTLEMEN: Pursuant to renegotiation under the Renegotiation Act, the War Contracts Price Adjustment Board has determined that $_____ of the profits derived by _____ from contracts with the Departments and subcontracts for the fiscal year ended _____ are excessive profits which should be eliminated.

In accordance with the Renegotiation Act, the War Contracts Price Adjustment Board has authorized and directed the undersigned to eliminate such excessive profits. Accordingly, you are hereby directed to withhold for the account of the United States, pursuant to subsection (c) (2) of the Renegotiation Act, any and all amounts not in excess of $_____ otherwise due or which shall become due from you to said _____.

This direction shall be effective immediately and shall continue in effect until further notice from the undersigned.

You are directed further to report in writing to the undersigned within fifteen days from the date hereof the amount, if any, withheld by you for the account of the United States pursuant hereto.

Yours very truly,

_____

Title

Acting on behalf of the—

_____

(Secretary of a Department)

[RR 748.1]

(b) *Direction to a contractor to pay over amounts withheld.*

_____ 194__

GENTLEMEN: Pursuant to direction issued under subsection (c) (2) of the Renegotiation Act you have, as you have reported to the undersigned, withheld for the account of the United States from amounts otherwise due to _____, the sum of $_____.

You are hereby authorized and directed to pay over said sum to the United States by delivery to the undersigned of a check in said amount, payable to the order of the Treasurer of the United States.*

As provided in said subsection (c) (2) of the Renegotiation Act you are indemnified by the United States against all claims by said _____ on account of such amount withheld.

Yours very truly,

_____

Title

Acting on behalf of the

_____

(Secretary of a Department)

[RR 748.2]

* If any part of the profits to be eliminated were derived from prime contracts with Defense Plant Corporation, Metals Reserve Company, Defense Supplies Corporation or Rubber Reserve Company, appropriate provision should be made so that the portion of the profits eliminated allocable to such prime contracts is paid by check payable and delivered to the RFC Price Adjustment Board, 811 Vermont Avenue, Washington 25, D. C.

† Insert address within Department to which the Contractor is assigned for renegotiation.

** Countersignature on behalf of the Secretary of a Department to which the Contractor is assigned for renegotiation.

SUBPART E—FORMS OF REPORT

Section 1607.752 (b) (4) is amended and 1607.753 is added as set forth below:

§ 1607.752 *Statement to be furnished contractor.* * * *

(b) *Form of statement and specific instructions as to its preparation (statutory).* * * *

(4) *Reasons for the determination.* A statement shall be made of the reasons for the determination in the light of all of the facts and factors referred to in the foregoing portions of the statement, indicating generally the relative significance and importance of such facts and factors. Return on net worth shall be computed before deductions for Federal income taxes and be based on that portion of the net worth determined to have been used in connection with the performance of renegotiable contracts. If this is not practicable, reference to net worth shall be omitted. Such matters as (i) profits on non-renegotiable business and (ii) profits after Federal taxes do not constitute factors or reasons to be taken into consideration in the renegotiation proceeding or included in the statement to be furnished to the contractor, although such figures are frequently included in the financial data submitted by the contractor and attached as exhibits to the statement. [RR 752.2]

§ 1607.753 *Summary of financial data; spread sheet.*

[Actual size of form 7" by 13"]

Name and address of contractor _____ Renegotiated by _____ Date final meeting _____ Approved by _____ Date agreement approved _____

Corp. ( ) Part. ( ) Prop. ( ) Fiscal year ended 194__	Net sales	Profit before taxes on income	% of net sales
Renegotiable:			
Fixed price before adjustment	$	$	
Amount recovered			X X X
Fixed price after adjustment			
CPFF before adjustment			
Amount recovered			X X X
CPFF after adjustment			
Non-renegotiable			X X X
(Dis.) allowances, net	X X X		X X X
Other (debits) or credits, net	X X X		
Total business before adjustment			
Total business after adjustment			
Prior years			
1942 renegotiable fixed price before adj			X X X
1942 renegotiable fixed price after adj			X X X
1942 total after renegotiation			
1941 (govt. bus 2%)			
1940 (govt. bus 2%)			
1939 (govt. bus 7%)			
1938			
1937			
1936			
1936–1939 average			

Peacetime products

Wartime products
A.—$_____
B.—$_____
C.—$_____

Character of operation

Net profit (includ. E. P. T. credit) after taxes	% of net worth
$	

Total materials and subcontracting _____ % of cost of renegotiable sales _____
Materials furnished by Govt. or customer for renegotiable bus. $_____

—	Amount	As of
Certificates of necessity	$	
Gross plant		
Net plant		
Net working capital		
Govt. facilities, fixed price		
Govt. facilities, CPFF		
Govt. advances CPFF		
Govt. advances, fixed price		
Other govt. financing		
Long term debt		
Net worth		

Salaries	No.
1943 $_____	
1942 _____	
1941 _____	
1940 _____	
Spread sheet	
Prepared by _____	
Approved by _____	
Date _____	

Net worth, as of beg. ( ) end. ( ) 1936, $_____ 1937, $_____ 1938, $_____ 1939, $_____ 1940, $_____ 1941, $_____

Price reductions, policies and comparisons _____ Expense factors _____

Cost, efficiency, production factors _____ Special factors _____

SUBPART I—ADDRESSES

Section 1607.796 is added, and §§ 1607.791 (b), 1607.792, 1607.793 (a) and (b) (3), and 1607.795 are amended as follows:

§ 1607.791 *War Contracts Price Adjustment Board.* * * *

(b) *Members.*

Mr. Joseph M. Dodge, Chairman (War Department), Room 3D 573, The Pentagon, Washington 25, D. C. Tel. Republic 6700, Ext. 73173.

Mr. W. John Kenney, Vice Chairman (Navy Department), Room 102, Premier Building, 718 18th Street NW., Washington 6, D. C. Tel. Republic 7400, Ext. 5169 or 62729.

Comdr. A. G. Rydstrom (Maritime Commission), Room 512, Electrical Workers Building, 1200 15th Street NW., Washington 25, D. C. Tel. Executive 3340, Ext. 606 or 607.

Captain H. C. Maull, Jr. (Treasury Department), 5304 Procurement Building, 7th and D Streets SW., Washington 25, D. C. Tel. District 5700, Ext. 2105.

Mr. Charles T. Fisher, Jr. (Reconstruction Finance Corporation), Room 1167 Lafayette Building, 811 Vermont Avenue NW., Washington 25, D. C. Tel. Executive 3111, Ext. 8 or 48.

Mr. Carman G. Blough (War Production Board), Department 1400, 4th and Independence Avenue SW., Washington 25, D. C. Tel. Republic 7500, Ext. 71783.

[RR 791.2]

§ 1607.792 *Departmental Price Adjustment Boards.*

NOTE: § 1607.792 is amended by the substitution of Mr. W. John Kenney for Mr. Laiard Bell as Chairman of Navy Price Adjustment Board.

§ 1607.793 *War Department Price Adjustment Sections—*(a) *Headquarters.* * * *

War Department Power Procurement Officer, Price Adjustment Section, Room 5106, New War Dept. Building, Washington 25, D. C. Tel. Republic 6700, Ext. 77982.

[RR 793.1]

(b) *Field Offices of Price Adjustment Sections.*

NOTE: The address of the San Francisco Ordnance District is changed to 100 McAllister Street, San Francisco 1, California. Tel. Underhill 3306.

§ 1607.795 *Related Offices.* * * *

Chief, Contract Review Branch, Procurement Policy Division, War Production Board, Department 1400, 4th & Independence Avenue, SW., Washington 25, D. C. Tel. Republic 7500, Ext. 71783.

[RR 795]

§ 1607.796 *War Department Patent Royalty Adjustment Offices.*

Patent Counsel, Legal Branch, Office, Director of Matériel, Headquarters, Army Service Forces, Room 5C 683, The Pentagon, Washington 25, D. C. Tel. Republic 6700, Ext. 2558.

Chairman, Royalty Adjustment Board, Army Air Forces Matériel Command, Wright Field, Dayton, Ohio. Tel. Kenmore 7111, Ext. 25222.

Chief, Legal Division, Office of the Chief of Transportation, Room 3A 724, The Pentagon, Washington 25, D. C. Tel. Republic 6700, Ext. 3556.

Chief, Contracts and Claims Branch, Office of the Chief of Engineers, Room 3213, New War Department Building, Washington 25, D. C. Tel. Republic 6700, Ext. 78253.

Chief, Patent Section, Legal Branch, Office of the Chief of Ordnance, Room 4E 330, The

Pentagon, Washington 25, D. C. Tel. Republic 6700, Ext. 2748.

Patents and Inventions Counsel, Legal Division, Office of the Chief Signal Officer, Room 4D 331, The Pentagon, Washington 25, D. C. Tel. Republic 6700, Ext. 3702.

Chief, Patent Section, Legal Branch, Office of the Chief of the Chemical Warfare Service, Room 1007, T-7, Gravelly Point, Virginia. Tel. Republic 6700, Ext. 2826.

Chief, Patent Section, Legal Branch, Office of the Quartermaster General, Room 2442, Tempo B, Washington 25, D. C. Tel. Republic 6700, Ext. 4294.

The Patent Representative, Office of the Surgeon General, Room 419, Maritime Building, Washington 25, D. C. Tel. Republic 6700, Ext. 79369.

[RR 796]

PART 1608—STATUTES, ORDERS, JOINT REGULATIONS AND DIRECTIVES[1]

SUBPART A—STATUTES AND EXECUTIVE ORDERS

Sections 1608.801 and 1608.802 are amended as set forth below.

§ 1608.801 *Renegotiation Act of 1943.*

NOTE: § 1608.801 is amended by adding a citation of section 23 of the Military Appropriation Act of 1945, Public Law 374, 78th Congress, approved June 28, 1944.

§ 1608.802 *Section 3806 of the Internal Revenue Code (as amended by section 701 (c) of the Revenue Act of 1943).*

NOTE: § 1608.802 is amended by adding a citation of the Individual Income Tax Act of 1944, Public Law 315, 78th Congress, approved May 29, 1944 (58 Stat. 231).

SUBPART D—EXEMPTIONS

Sections 1608.845 and 1608.842 (c) (2) and (3) are added, and §§ 1608.841, 1608.842 (c) (1) and 1608.844 are amended as set forth below.

§ 1608.841 *Raw material exemption.*

NOTE: The following raw materials are added to the exemption list in paragraph (a) of § 1608.841: Chlorine and hydrogen produced electrically by electrolysis of salt brine; Fuller's earth; monel ore and related materials; natural gasoline, casinghead gasoline, residue gas; and sodium aluminate.

§ 1608.842 *Public utility exemptions.* • • •

(c) *Transportation.* • • •

(1) Contracts and subcontracts with common carriers to furnish transportation by railroad, motor vehicle, pipe line or air, when made at published rates or charges, fixed, approved or subject to regulation as to the reasonableness thereof by a public regulatory body, or when made at rates or charges which the Department conducting the renegotiation in its discretion shall determine to be no higher than such published rates or charges for transportation of a comparable character.

(2) Contracts and subcontracts with common carriers to furnish inland or coastal transportation by water, when made at published rates or charges, fixed, approved or subject to regulation as to the reasonableness thereof by the Interstate Commerce Commission, or when made at rates or charges which the Department conducting the renegotiation in its discretion shall determine to be no higher than such published rates or charges for transportation of a comparable character.

(3) Contracts and subcontracts with freight forwarders when made at published rates or charges, fixed, approved or subject to regulation as to the reasonableness thereof by the Interstate Commerce Commission.

§ 1608.844 *List of exempted agricultural commodities.*

NOTE: The list in Exhibit 1 is amended by adding the following items: beeswax, drugs (botanical), honey and pine gum.

§ 1608.845 *Standard commerical article exemption.* (a) Pursuant to the authority given to the War Contracts Price Adjustment Board by subsection (i) (4) of the Renegotiation Act of 1943, the Board, under the provisions of subsection (i) (4) (D) of the 1943 act, has exempted from renegotiation amounts received or accrued during fiscal years ending after June 30, 1943 and prior to July 1, 1944 under contracts or subcontracts for the making or furnishing of the following articles:

(1) Iron scrap and steel scrap sold by dealers or brokers;

NOTE: The exemption of iron scrap and steel scrap as a standard commercial article applies only to dealers and brokers in iron scrap and steel scrap and is not to be construed as affecting, in any way, users of iron scrap or steel scrap, in particular, manufacturers of iron or steel or processors making iron or steel products who may produce and sell iron scrap or steel scrap as a by-product in the course of their operation. Neither does the exemption cover dealers in secondhand iron and steel machinery, equipment or facilities which are sold for re-use in any way other than as scrap.

(2) Refined sugar (cane or beet);

(3) Textile bags (made of burlap or cotton);

(4) Leather transmission belting, mechanical and textile leathers and mechanical leather packings. [RR 845]

SUBPART E—OTHER ORDERS AND DIRECTIVES

Section 1608.852 (d) is added as set forth below.

§ 1608.852 *Treasury Rulings and Decisions.* • • •

(d) *I. T. 3671—Section 3806—Mitigation of effect of renegotiation of war contracts or disallowance of reimbursement.*

1944-12-11764

INTERNAL REVENUE CODE

The term "renegotiation," for the purposes of section 3806 of the Internal Revenue Code, as amended, is not limited to a renegotiation within the meaning of section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942 (56 Stat., 226), as amended.

Advice is requested whether the term "renegotiation," for the purposes of section 3806 of the Internal Revenue Code, as amended, is limited to a renegotiation within the meaning of section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942 (56 Stat., 226), as amended, or whether any Government contractor, acting upon his own initiative and desirous of refunding direct to the United States profits he has realized under a Government contract, or a subcontract thereunder, may effect a repayment of such profits in a manner coming within the provisions of sections 3806 of the Code, as amended.

Section 3806 (a) (1) (A) of the Code provides as follows:

The term "renegotiation" includes any transaction which is a renegotiation within the meaning of section 403 of the Sixth Supplemental National Defense Appropriation Act (Public 528, 77th Cong., 2d Sess.) or such section, as amended, any modification of one or more contracts with the United States or any agency thereof, and any agreement with the United States or any agency thereof in respect of one or more such contracts or subcontracts thereunder.

It will be noted that the above-quoted provision of the Code includes within the term "renegotiation"—"any modification of one or more contracts with the United States or any agency thereof, and any agreement with the United States or any agency thereof in respect of one or more such contracts or subcontracts thereunder."

It is held that the term "renegotiation," for the purposes of section 3806 of the Internal Revenue Code, as amended, is not limited to a renegotiation within the meaning of section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942, as amended, supra (which section is cited as the Renegotiation Act). It includes an agreement in writing made in respect of one or more Government contracts or subcontracts thereunder, and may be effected by an exchange of correspondence which embodies a binding agreement by both parties as to the amount repaid or to be repaid and the year to which the repayment relates. A Government contractor, acting upon his own initiative and desirous of refunding direct to the United States profits he has realized under a Government contract, or a subcontract thereunder, should, however, get in touch with the renegotiating agency as to the form of agreement in writing which may be employed.

[RR 852.4]

[F. R. Doc. 44-11177; Filed, July 26, 1944; 3:14 p. m.]

TITLE 33—NAVIGATION AND NAVIGABLE WATERS

Chapter II—Corps of Engineers, War Department

PART 203—BRIDGE REGULATIONS

BRIDGE AT LAKE CHARLES, LA.

Pursuant to the provisions of section 5 of the River and Harbor Act of August 18, 1894 (28 Stat. 362; 33 U.S.C. 499), the regulations governing the operation of the State of Louisiana highway bridge across the Calcasieu River at Lake Charles, Louisiana, are hereby further amended to read as follows:

§ 203.509 *Calcasieu River, La.; State of Louisiana highway bridge, in Lake Charles, La.* (a) The owner of or agency controlling the above-named bridge shall not be required to open the drawspan between the hours of 6:00 a. m. and 7:00 a. m., and 5:00 p. m. and 6:00 p. m., except as otherwise provided in paragraph (b).

(b) The drawspan shall be opened promptly for vessels of the United States Government, or vessels such as fire tugs and other vessels desiring passage because of an emergency. Such vessels desiring passage because of an emergency shall sound four distinct blasts of a whistle, horn or megaphone. When weather conditions prevent hearing the sound signals, such vessels shall signal for opening by raising and lowering in a vertical plane a number of times a lighted lantern at night and a flag by day.

(c) The owner of or agency controlling the bridge shall keep conspicuously posted on both the upstream and downstream sides thereof, in such manner that it can easily be read at any time, a copy of these regulations. (28 Stat. 362; U.S.C. 449) [Regs. 14 March 1944 as amended by Regs. 18 July 1944 (CE 823 (Calcasieu R.—Lake Charles, La.—Mi. 43-5)—SPEWR)]

[SEAL] J. A. ULIO,
Major General.
The Adjutant General.

[F. R. Doc. 44-11193; Filed, July 27, 1944; 11:24 a. m.]

TITLE 38—PENSIONS, BONUSES, AND VETERANS' RELIEF

Chapter I—Veterans' Administration

PART 1—GENERAL PROVISIONS

RELEASE OF INFORMATION CONCERNING CLAIMANTS AND BENEFICIARIES

Paragraph (b) of §1.320 is revoked, as set forth below:

§ 1.320 *Inspection of records by recognized representatives of organizations.* • • •

(b) *Inspection of records or furnishing information therefrom when service was prior to April 21, 1898.* [Canceled May 5, 1941.]

[SEAL] FRANK T. HINES,
Administrator.

[F. R. Doc. 44-11185; Filed, July 27, 1944; 10:07 a. m.]

PART 2—ADJUDICATION: VETERANS' CLAIMS

PROOF OF RELATIONSHIP AND DEPENDENCY

Section 2.1057 is amended to read as follows:

§ 2.1057 *Conditions which determine dependency.* (a) Dependency will be held to exist if the father or mother of the veteran does not have an income sufficient to provide reasonable maintenance for such father or mother and members of his or her family under legal age, and for dependent adult members of the family if the dependency of such adult member results from mental or physical incapacity. "Reasonable maintenance" includes not only housing, food, clothing and medical care sufficient to sustain life, but such items beyond the bare necessities, and as well as other requirements reasonably necessary to provide those conveniences and comforts of living suitable to and consistent with the parents' reasonable mode of life. "Members of the family" will be considered to mean those persons whom the father or mother is under moral or legal obligation to support.

(b) (1) In determining the amount of income, consideration will be given to (i) net income from property owned, or business operated, by the mother or father; (ii) earnings of the mother or father and other members of their family under legal age; (iii) actual contributions of any character to the family expenses by the adult members; (iv) so-called social security benefits, i. e., old age assistance and old age and survivors' insurance; (v) family allowances received pursuant to Public No. 625, 77th Congress (June 23, 1942), as amended by Public No. 174, 78th Congress (October 26, 1943).

(2) In determining whether other members of the family under legal age are factors in necessary expenses of the mother or father, consideration will be given to any income from business or property (including trusts) actually available, directly or indirectly, to the mother or father, for the support of the minor, but not to the corpus of the estate or the income of the minor which is not so available.

(3) In determining dependency, amounts received from the following named sources, by the father or mother, or other member of the family, will be disregarded, viz., (i) as designated beneficiary or otherwise, of any insurance under the War Risk Insurance Act, the World War Veterans' Act, 1924, as amended, or the National Service Life Insurance Act or any amendments to either; (ii) any pension or compensation under laws administered by the Veterans Administration; (iii) benefits under the World War Adjusted Compensation Act or the Adjusted Compensation Payment Act, or any amendments to either; (iv) the six months pay made to the designated beneficiary thereof pursuant to 10 U.S.C. 903, 903 (a) and 456; 34 U.S.C. 943, 944 and 855c-2; (v) payments pursuant to Mustering-out Payment Act, 1944, Public No. 225, 78th Congress; (vi) donations or assistance from charitable sources.

(4) In addition to considering income of a father or mother, consideration will be given to the corpus of such claimant's estate if under all the circumstances it is reasonable that the same or some part thereof be sold and the proceeds consumed for the claimant's maintenance.

(c) The fact that the veteran has made habitual contributions to his father or mother, or both, is not conclusive evidence that dependency existed, but shall be considered in connection with all other evidence.

(d) The remarriage of a mother or father does not, per se, bar entitlement, but is prima facie evidence that dependency has ceased.

(e) (1) In the absence of evidence indicating the contrary, dependency will be held to exist when the monthly income from sources proper to consider does not exceed:

(i) $60 for a mother or father (not living together),

(ii) $100 for a mother and father (living together),

(iii) The amounts stated in subdivision (i) or (ii) of this subparagraph plus $25 for each additional member of the family whose support is to be considered under the criteria indicated in paragraphs (a) and (b) of this section.

It must be definitely understood that the amounts stated are not controlling in any case but are to be used only as prima facie evidence. Each claim is subject to adjudication upon the facts thereof in the light of the governing legal principles summarized in this section. (August 1, 1944.) (56 Stat. 381; 57 Stat. 577; 58 Stat. 9, 10)

[SEAL] FRANK T. HINES,
Administrator.

[F. R. Doc. 44-11186; Filed, July 27, 1944; 10:07 a. m.]

PART 5—ADJUDICATION: DEPENDENTS' CLAIMS

MISCELLANEOUS AMENDMENTS

Sections 5.2515, 5.2539, 5.2540, 5.2542, 5.2544, 5.2545, 5.2546, 5.2547, 5.2548, 5.2576, 5.2583, 5.2634, and 5.2640 are amended, and § 5.2549 is added, as set forth below.

§ 5.2515 *World War II.* For the purpose of adjudicating claims for death pensions, the following definitions of relationship shall govern: (July 31, 1944.) (58 Stat. 229)

No change in (a), (b), or (c).

PENSIONABLE AND COMPENSABLE SERVICE FOR DEATH PENSION AND COMPENSATION PURPOSES

§ 5.2539 *Death compensation payable by virtue of Public No. 196, 76th Congress (Act of July 19, 1939), or under that act as amended by sections 7 and 8, Public No. 866, 76th Congress (Act of October 17, 1940).* (a) For the purposes of the second proviso of section 1, Public No. 196, 76th Congress (Act of July 19, 1939), on and after July 19, 1939, the surviving widow and child or children of a World War I veteran who was in receipt of compensation on March 19, 1933, for paralysis, paresis or blindness or who on that date was in receipt of compensation because of being helpless or bedridden from a service-connected disability and who died from such disease or injury shall be entitled to receive compensation at the monthly rates specified in § 5.2640 subject to the conditions of § 5.2514 as to definitions of the terms "widow" and "child", § 5.2548 (f) as to annual income restrictions, and § 5.2575 (a) as to date of commencement, and § 2.1000 of this chapter as to service.

(b) For the purposes of Public No. 196, 76th Congress, as amended by sections 7 and 8, Public No. 866, 76th Congress (Act of October 17, 1940), on and after October 17, 1940, the surviving widow, child or children of a World War I veteran, regardless of whether he was in receipt of compensation on March 19, 1933, and regardless of the cause of death, who dies or has died and service connection for any disease, injury or condition mentioned in paragraph (a) of this section is or would have been established under the laws or interpretations governing this class of cases prior to March 20, 1933, regardless of the date of death, shall be entitled to re-

[1] 9 F.R. 4156, 6196, 7072.

ceive compensation at the monthly rates specified in § 5.2640 subject to the conditions of § 5.2514 as to definitions of the terms "widow" and "child", § 5.2548 (f) as to annual income restrictions, and § 5.2575 (a) as to date of commencement, and § 2.1000 of this chapter as to service. (July 31, 1944.) (58 Stat. 229)

No change in (c).

§ 5.2540 *Death of veteran of war with Spain, Boxer Rebellion and Philippine Insurrection: Section 30, Title III, Public No. 141, 73d Congress.* [Canceled July 31, 1944.]

§ 5.2542 *Death of veteran who served in Guam, Cuba or Puerto Rico; § 35.01.* [Canceled July 31, 1944.]

§ 5.2544 *Death of veteran of war with Spain, Boxer Rebellion or Philippine Insurrection: Acts of July 16, 1918, September 1, 1922, and May 1, 1926, as reenacted by Public No. 269, 74th Congress.* [Canceled July 31, 1944.]

§ 5.2545 *Act of July 16, 1918 (40 Stat. 903).* [Canceled July 31, 1944.]

§ 5.2546 *Rates payable under Act of July 16, 1918.* [Canceled July 31, 1944.]

§ 5.2547 *Act of May 1, 1926 (44 Stat. 382), as Amended by the Act of June 11, 1940 (Public No. 594, 76th Congress); Act of March 1, 1944 (Public No. 242, 78th Congress).* For the purposes of these acts, the widow, remarried widow, child or children of a veteran who served ninety days or more during the War with Spain, the Philippine Insurrection, or the China Relief Expedition, between April 21, 1898, and July 4, 1902, inclusive, service to be computed from date of enlistment to date of discharge, including all leaves of absence and furloughs under General Orders numbered 130, August 29, 1898, War Department; or, regardless of the length of service, if the veteran was discharged for or died in service of a disability incurred in the service in line of duty shall be entitled to receive pension at the monthly rates specified in § 5.2634, when § 4.2007 of this chapter as to persons included, § 4.2018 of this chapter as to service, and § 4.2039 of this chapter as to character of discharge, are met.

(a) When a pension has been granted to an insane, idiotic, or otherwise helpless child, or to a child or children under age of 16 years, a widow or remarried widow shall not be entitled to a pension until the pension to such child or children terminates, unless such child or children be a member or members of her family and cared for by her; and upon the granting of pension to such widow or remarried widow payment of pension to such child or children shall cease; *Provided*, That where an unremarried widow becomes entitled to pension by reason of section 2, Public No. 242, 78th Congress (Act of March 1, 1944), the pension payable to such widow and child or children not in her care and custody may be apportioned as prescribed in § 5.2591, effective from the date of commencement of the award to the widow. (July 31, 1944.) (58 Stat. 107; 229)

§ 5.2548 *Death of World War I veteran from disease or injury not the result of military service, who at time of death had a service-connected disability (Public No. 484, 73d Congress, as amended).* (a) On and after July 19, 1939, for the purpose of section 1 (b), Public No. 198, 76th Congress, the widow, child or children as defined in § 5.2514 of a person who served with the United States military or naval forces in World War I before November 12, 1918, or before April 2, 1920, if service was in Russia, and who was honorably discharged after serving 90 days or more (or having served less than 90 days was discharged for disability incurred in the service in line of duty) and who dies or has died from a disease or disability not service connected and at the time of death had a disability as defined in § 5.2548 (b) (1), directly or presumptively incurred in or aggravated by service in World War I after April 5, 1917, and before July 3, 1921, for which compensation would be payable if 10 per centum or more in degree, shall be entitled to receive compensation at the monthly rates specified in § 5.2640: *Provided*, That for the purpose of section 1 (a), Public No. 198, 76th Congress, compensation shall be payable regardless of the length of the veteran's service if at the date of death he had such a disability which was 10 per centum or more disabling.

(b) (1) *Establishment of service-connected disability of less than 10 per centum under Public No. 198, 76th Congress (Act of July 19, 1939).* On and after July 19, 1939, the existence of a directly or presumptively service-connected disease or injury at death and the determination of a disability resulting from such disease or injury for which compensation would be payable if 10 per centum or more in degree may be based upon evidence filed at any time subject to the limitations contained in § 35.022 (b) of this chapter, and § 35.021 (a) (1) (iii) of this chapter. Any disability that may be properly service connected either directly or presumptively under the provisions of Public No. 2, 73d Congress, sections 26, 27 and 28, (excluding section 31) Public No. 141, 73d Congress, or under the law in effect at time of death as provided in paragraph (b) (2) of this section will be considered service connected for the purpose of Public No. 198, 76th Congress (Act of July 19, 1939). The term "disability" as used herein shall comprehend any properly service-connected disease or injury existing at death for which the Schedule of Disability Ratings, 1925, and extensions thereto prescribes:

(i) An evaluation of 1 per centum or more disability under any occupational variant, or

(ii) An evaluation of lower than one per centum disability but which is a disability within the meaning of instructions issued defining the term "disability," as used in section 1 (b), Public No. 198, 76th Congress, or

(iii) An evaluation of lower than one per centum disability, not covered by paragraph (b) above, when it is clear that the disease or injury constituted a definitely ascertainable disability; *Provided*, That in such cases the rating agency, or board of veterans appeals, as the case may be, will outline the evidence and influencing reasons relied upon to show the existence of a disability; *Provided further*, That rating boards in field offices will make recommendatory ratings in these cases which will be forwarded to central office for review and final rating by the dependents pension board, dependents claims service.

No change in (b) (2), (c), or (d).

(e) *Discharge requirements.* Except under section 1 (b), Public No. 198, 76th Congress, the requirements as to discharge must conform to section 23 of the World War Veterans' Act, 1924, as amended (section 447, Title 38, U. S. Code).

(f) *Income limitation; for periods on and after July 19, 1939.* For periods on and after July 19, 1939, no payment of compensation shall be made under the provisions of Public No. 484, 73d Congress, as amended, to any widow without a child, or to any child whose annual income exceeds $1,000.00, or to a widow with a child or children whose annual income exceeds $2,500.00; *Provided*, That on and after July 13, 1943, where payments to a widow are disallowed or discontinued by reason of annual income, payment to a child or children of the deceased veteran may be made as though there is no widow. The provisions of § 3.1228 of this chapter will govern determinations under this paragraph but in no event will any payments by the United States Government because of disability or death under laws administered by the Veteran's Administration be considered. (Section 11, Public No. 144, 78th Congress.)

No change in (g).

(h) *Misconduct.* Death resulting from misconduct of the person who served is not a ground for denial of compensation under the provisions of Public No. 198, 76th Congress (Act of July 19, 1939). (See § 5.2576 (b).) (July 31, 1944.) (58 Stat. 229)

No change in (i).

§ 5.2549 *Death of World War II veteran from disease or injury not the result of service, who at time of death had a service-connected disability (Public No. 312, 78th Congress, Act of May 27, 1944).* (a) On or after May 27, 1944, for the purposes of section 4, Public No. 312, 78th Congress, the widow, child or children, as defined in § 5.2515, of a person who served during World War II and who was honorably discharged after serving 90 days or more (or having served less than 90 days, was discharged for disability incurred in the service in line of duty) and who dies or has died from a disease or disability not connected with such service, and at the time of death had a disability as described in paragraph (b) of this section incurred in or aggravated by service in World War II, for which pension would be payable if 10 per centum or more in degree shall be entitled to receive pension at the monthly rates specified in § 5.2640;

Provided, That pension shall be payable without regard to the length of the veteran's service if at the date of death he was receiving or entitled to receive pension for a disease or disability as specified above which was 10 per centum or more disabling under the Schedule for Rating Disabilities, 1933, and extensions thereto; *Provided further*, That the income limitations set forth in § 5.2548 (f) shall be applicable in determining entitlement to pension under this law.

(b) (1) *Establishment of service-connected disability of less than 10 per centum under section 4, Public No. 312, 78th Congress.* On or after May 27, 1944, the existence of a service-connected disease or injury at death and the determination of a disability resulting from such disease or injury for which pension would be payable if 10 per centum or more in degree may be based upon evidence filed at any time subject to the limitations contained in § 35.022 (b), and § 35.021 (a) (1) (iii) of this chapter. Any disability that may be properly service connected under the provisions of § 35.011 of this chapter, Public No. 2, 73d Congress, as amended, for World War II veterans will be considered service connected for the purpose of Public No. 312, 78th Congress.

(2) The term "disability" as used herein shall comprehend any disease or injury existing at death for which service connection is established in accordance with laws applicable to World War II, and which constitutes a disability as defined by the regulations and rating criteria applicable to Public No. 484, 73d Congress, as amended.

(3) This regulation shall be cited as the authority for the determination of the existence of a disability of less than 10 per centum under section 4, Public No. 312, 78th Congress. Where there is no provision for an evaluation of the disease or injury as a disability and the condition is not a disability within the meaning of the instructions issued defining the term "disability" as used in section 1 (b), Public No. 198, 76th Congress, but it is clear that the disease or injury constituted a definitely ascertainable disability the rating agency or the board of veterans appeals, as the case may be, will outline the evidence and influencing reasons relied on to show the existence of a disability: *Provided, however*, That rating boards in field offices will make recommendatory ratings in such cases which will be forwarded to central office for review and final rating by the dependents pension board, dependents claims service. (July 31, 1944.) (58 Stat. 229)

COMMENCEMENT OF ORIGINAL AWARDS OF DEATH PENSION OR COMPENSATION

§ 5.2576 *Public No. 484, 73d Congress, as Amended by Public No. 198, 76th Congress, and Public No. 312, 78th Congress.* Original awards of death compensation under Public No. 484, 73d Congress (Act of June 28, 1934) as amended, shall commence:

(a) If the person on whose service claim is based served 90 days or more, or having served less than 90 days was discharged for disability incurred in the service in line of duty and died while suffering from a disease or injury directly or presumptively incurred in or aggravated by service in World War I for which compensation would be payable if 10 per centum or more in degree, pursuant to section 1 (b), Public No. 198, 76th Congress, or, regardless of the length of the veteran's service if at the date of death he had such a disability which was 10 per centum or more disabling, pursuant to section 1 (a), Public No. 198, 76th Congress:

(1) July 19, 1939, or the day following the date of death whichever is the later, if application is filed within one year from date of death.

(2) The date of filing application if application is not filed within one year from date of death, but in no event prior to July 19, 1939.

(b) Original awards of compensation under Public No. 484, 73d Congress, as amended, predicated upon a finding of continued and unexplained absence of a veteran from his home and family for a period of seven years (Public No. 591, 77th Congress; §§ 5.2518 and 5.2548 (i)), under which it must be borne in mind that the date of death is the date determined to be the end of the seven-year period, shall commence:

(1) June 5, 1942, in those cases where the death of the veteran is determined to have occurred prior to June 5, 1942, and an application was pending on that date or filed on or after that date and within one year following the date of death.

(2) The day following the date of death where the death of the veteran is determined to have occurred on or after June 5, 1942, and application is filed within one year following the date of death.

(3) The date of filing application, if application is not filed within one year from date of death, but in no event prior to June 5, 1942.

(c) *World War II (Public No. 312, 78th Congress).* The date of commencement of original awards of death pension payable solely as a result of the provisions of section 4, Public No. 312, 78th Congress (see § 5.2549), shall be the day following the date of death of the veteran or May 27, 1944, whichever is the later, if application is filed within one year from date of death; otherwise from date of filing application, but in no event prior to May 27, 1944. A claim pending on May 27, 1944, shall be considered a claim under this law.

(d) In the event a claim filed under this paragraph is not complete at the date of filing thereof in the Veterans Administration, the claimant will be notified of the evidence necessary to complete the claim and if such evidence is not received within one year from the date of the request therefor, compensation will not be paid by reason of the filing of that claim. (July 31, 1944.) (58 Stat. 229)

EFFECTIVE DATES OF INCREASE OF DEATH PENSION OR COMPENSATION

§ 5.2583 *Public No. 484, 73d Congress, as amended.* An award of increased compensation payable pursuant to the provisions of section 2, Public No. 198, 76th Congress, to or for a dependent entitled to or in receipt of compensation under Public No. 484, 73d Congress, as amended, on July 19, 1939, shall be effective on that date. The increased pension or compensation payable pursuant to the provisions of section 2, Public No. 312, 78th Congress, shall be effective June 1, 1944. (July 31, 1944.) (58 Stat. 229)

RATES OF DEATH PENSION AND COMPENSATION FOR WIDOWS, REMARRIED WIDOWS, CHILDREN, AND DEPENDENT PARENTS

§ 5.2634 *War With Spain, Philippine Insurrection and Boxer Rebellion, Act of May 1, 1926, as reenacted by Act of August 13, 1935, (Public No. 269, 74th Congress); sections 1 and 7, Act of July 13, 1943 (Public No. 144, 78th Congress); Act of March 1, 1944 (Public No. 242, 78th Congress).* No change in (a) or (b) (1).

(2) The rates for children who are eligible solely as a result of the definition of the term "child" contained in § 5.2514 (c), (see § 5.2512 (c)), such rates to be effective only for periods on and after July 13, 1943, shall be those set forth in § 5.2640. The rate for a child or children entitled only under this paragraph over any period of time that a child or children are entitled under subparagraph (1) of this paragraph will be the share to which such child or children would be entitled, if all of the children were awarded pension under this paragraph.

As to a widow and child or children not in her care and custody, any amount payable under this paragraph may be apportioned as prescribed in §§ 5.2591 and 5.2592. (July 31, 1944.) (58 Stat. 229)

§ 5.2640 *Rates under Public No. 484, 73d Congress (Act of June 28, 1934), as amended, and under Public No. 196, 76th Congress (Act of July 19, 1939).* The following rates are payable under Public No. 484, 73d Congress (Act of June 28, 1934), as amended by section 2, Public No. 198, 76th Congress (Act of July 19, 1939), as amended, Public No. 196, 76th Congress (Act of July 19, 1939), as amended, and Public No. 312, 78th Congress (Act of May 27, 1944):

(a) *Rates on and after July 19, 1939.*

	Per month
Widow but no child	$30.00
Widow and one child (with $4 for each additional child.)	38.00
No widow but one child	15.00
No widow but two children	[1] 22.00
No widow but three children (with $3 for each additional child, total amount to be equally divided.)	[1] 30.00

[1] Equally divided.

The total compensation payable under this paragraph shall not exceed $64.00. Where such benefits would otherwise exceed $64.00 the amount of $64.00 may be apportioned as prescribed in § 5.2591.

(b) *Rates on and after June 1, 1944.*

	Per month
Widow but no child	$35.00
Widow but one child (with $5 for each additional child.)	45.00
No widow but one child	18.00
No widow but two children	[1] 27.00
No widow but three children (with $4 for each additional child, total amount to be equally divided.)	[1] 36.00

[1] Equally divided.

The total compensation payable under this paragraph shall not exceed $64.00. As to a widow and child or children not in her care and custody, any amount payable under this paragraph may be apportioned as prescribed in § 5.2591. (July 31, 1944.) (58 Stat. 229)

[SEAL] FRANK T. HINES, *Administrator.*

[F. R. Doc. 44-11187; Filed, July 27, 1944; 10:07 a. m.]

PART 35—VETERANS' REGULATIONS

PRINCIPLES GOVERNING THE ADJUDICATION OF CLAIMS

Instruction No. 1, Public No. 300, 78th Congress (Act of May 11, 1944).

For the purpose of effectuating the provisions of Public No. 300, 78th Congress, with respect to disability benefits, the following instruction is promulgated.

1. Public No. 300, 78th Congress, provides "That Veterans Regulation Numbered 1 (a), Part II, be amended by adding thereto a new paragraph, numbered paragraph IV, to read as follows:

IV. For the purposes of paragraph I hereof, as amended, any person who, on or after August 27, 1940, and prior to termination of the present hostilities, has applied or shall hereafter apply for enlistment or enrollment in the active military or naval forces and who was or shall be provisionally accepted and directed or ordered to report to a place for final acceptance into such military or naval service, or who was or is selected for service and after reporting pursuant to the call of his local board and prior to rejection, or who after being called in the Federal service as a member of the National Guard but before being enrolled for the Federal service suffered or shall suffer an injury or a disease in line of duty and not the result of his own misconduct, will be considered to have incurred such disability in active military or naval service: *Provided*, That payments of pension under the terms of this paragraph shall not be effective prior to the date of enactment of this amendment.

2. The provisions of Public No. 300, 78th Congress, attach whenever a person is acting pursuant to an order of his draft board, including an order to report to the board for a preinduction examination. The protection covers any injury or disease which is or was acquired during time spent away from home or en route home in connection with such order and as a result thereof. An injury or disease which is or was suffered on the trip when reporting for active duty or final induction is covered. The injury or disease to be pensionable must be attributable to some cause or factor relating to his activity in connection with complying with proper orders. These provisions do not extend to such persons as to disease or injury suffered during the period of inactive duty or period of waiting after passing final physical examination and prior to beginning the trip to report for induction. Such protection also applies to a member of the National Guard after he reports to a designated rendezvous pursuant to proper call.

3. The presumptions governing determinations of service connection under § 35.01, as amended, are not for application.

4. The provisions of Public No. 300, 78th Congress, are expressly for the purposes of § 35.012 (a) as amended.

Accordingly, the law has the effect of awarding the rates of pension applicable to the time of incurrence of disability, subject to the provisions of § 35.012 (a) (3), as amended by Public No. 359, 77th Congress.

5. While, as to incurrence of disability, the law is effective August 27, 1940, payments of pension may not be made for any period prior to May 11, 1944. The effective dates of awards will be governed by the provisions of § 35.021 (a), as amended. Claims filed and disallowed prior to May 11, 1944, may be reopened upon receipt of new informal applications.

6. It will be noted that Public No. 300, 78th Congress, adds paragraph (d) to § 35.012, whereas a paragraph (d) was previously added to § 35.012 by an amendment promulgated January 19, 1934. In view of this duplication in numbering, the amendment effected by the instant law should be referred to as paragraph (d) of this section (approved May 11, 1944). (July 19, 1944.) (55 Stat. 844; 38 U.S.C. 726; Public No. 300, 78th Congress)

[SEAL] FRANK T. HINES, *Administrator.*

[F. R. Doc. 44-11188; Filed, July 27, 1944; 10:07 a. m.]

TITLE 43—PUBLIC LANDS: INTERIOR

Chapter I—General Land Office[1]

[Public Land Order 240]

CALIFORNIA

PARTIAL REVOCATION OF WITHDRAWAL OF PUBLIC LANDS

Revoking in part Public Land Order No. 80 of January 16, 1943, withdrawing public lands for use of the War Department; withdrawing public land under the jurisdiction of the Secretary of the Interior for use in connection with the prosecution of the war.

By virtue of the authority vested in the President and pursuant to Executive Order No. 9337 of April 24, 1943, it is ordered as follows:

Public Land Order No. 80 of January 16, 1943, is hereby revoked so far as it affects the following-described public land:

MOUNT DIABLO MERIDIAN

T. 26 N., R. 16 E., sec. 2, that portion of lot 2 described as follows:

Beginning at a point from which the quarter section corner between sections 2 and 35, Tps. 26 and 27 N., R. 16 E., M.D.M., California, bears N. 89° 37' W., 186 feet.

From the initial point, S. 89°37' E., 600 feet; South, 492 feet; N. 89°37' W., 600 feet; North, 492 feet, to the place of beginning.

The tract as described contains 6.78 acres.

Subject to valid existing rights, the above-described public land is hereby withdrawn from all forms of appropriation under the public-land laws, including the mining and mineral-leasing laws, and reserved under the jurisdiction of the Secretary of the Interior for use in connection with the prosecution of the war.

ABE FORTAS, *Acting Secretary of the Interior.*

JULY 20, 1944.

[F. R. Doc. 44-11161; Filed, July 27, 1944; 10:15 a. m.]

[1] Appendix.

Notices

INTERSTATE COMMERCE COMMISSION.

[S. O. 209-A]

ILLINOIS CENTRAL RAILROAD CO.

REROUTING OF TRAFFIC BETWEEN GRAND TOWER AND GALE, ILL.

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 26th day of July, A. D. 1944.

Upon further consideration of Service Order No. 209 (9 F.R. 5611) of May 22, 1944, and good cause appearing therefor:

It is ordered, That:

Service Order No. 209 (9 F.R. 5611) of May 22, 1944, requiring the Illinois Central Railroad Company to reroute traffic because of flood conditions and a washout between Grand Tower, Illinois, and Gale, Illinois, be, and it is hereby vacated. (40 Stat. 101, secs. 402, 418, 41 Stat. 476, 485, secs. 4, 10, 54 Stat. 901, 912; 49 U.S.C. 1 (10)-(17), 15 (4))

And it is further ordered, That this order shall become effective 12:01 a. m., July 27, 1944; that a copy of this order and direction shall be served upon the Illinois Central Railroad Company and upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this order shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

By the Commission, Division 3.

[SEAL] W. P. BARTEL, *Secretary.*

[F. R. Doc. 44-11190; Filed, July 27, 1944; 11:02 a. m.]

OFFICE OF PRICE ADMINISTRATION.

[RMPR 320, Order 7]

CYPRESS TOMATO FIELD CRATES AND CITRUS CRATES

ADJUSTMENT OF MAXIMUM PRICES

Order No. 7 under section 11 of Revised Maximum Price Regulation No. 320. Eastern and Central wooden agricultural containers.

Applications have been made by principal producers, representing approximately 65 percent of total production, for increased prices on cypress tomato field crates and cypress citrus crates on the basis that present production costs will not permit production at present ceiling prices. The problem is general in nature, and the data supporting the individual applications are inadequate for general price action. Since immediate production of these crates is necessary for harvesting present crops, and acquisition of necessary additional data will require some time, the granting of authorization to use adjustable pricing, pending receipt of additional information and further action by this Office, is deemed necessary to promote production and distribution of the commodities involved. The granting of such authorization will not interfere with the purposes of the Emergency Price Control Act of 1942, as amended.

Therefore, under authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328 and in accordance with section 11 of Revised Maximum Price Regulation 320, *It is ordered:*

(a) Sellers in the area covered by Revised Maximum Price Regulation 320 may sell and deliver, and any person may buy and receive cypress tomato field crates and cypress citrus crates at prices adjustable to those later established by the Office of Price Administration.

(b) However, prices in excess of the maximums currently established in the regulation may not be collected or paid, pending further action by this Office.

(c) This order shall expire at midnight on September 30, 1944.

This order shall become effective July 26, 1944.

Issued this 26th day of July 1944.

JAMES G. ROGERS, Jr., *Acting Administrator.*

[F. R. Doc. 44-11179; Filed, July 26, 1944; 4:41 p. m.]

[MPR 188, Order 1936]

ADENE'S MFG. AND SALES

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1936 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of a juvenile rocker and a juvenile chair manufactured by Adene's Manufacturing and Sales.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of a juvenile rocker and a juvenile chair manufactured by Adene's Manufacturing and Sales, 5109 Verdun Avenue, Los Angeles, California.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the articles from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
		Each	*Each*
Juvenile rocker	2	$2.46	$2.90
Juvenile chair	1	2.34	2.75

These prices are f. o. b. factory.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subparagraph (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum price is that set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
		Each
Juvenile rocker	2	$2.90
Juvenile chair	1	2.75

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 28th day of July 1944.

Issued this 27th day of July 1944.

JAMES G. ROGERS, Jr., *Acting Administrator.*

[F. R. Doc. 44-11194; Filed, July 27, 1944; 11:32 a. m.]

[MPR 188, Order 1937]

ROYAL CABINET INDUSTRIES

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1937 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of four items of occasional tables manufactured by Royal Cabinet Industries.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942 as amended, the Stabilization Act of 1942 as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries of four items of occasional tables manufactured by Royal Cabinet Industries, 144 Baruch Place, New York, New York.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the articles from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
		Each	*Each*
Cocktail table	300	$3.96	$4.95
	310	3.72	4.65
End table	400	3.40	4.50
Lamp table	500	3.67	4.59

These prices are f. o. b. New York, New York.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subparagraph (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the estab-

lishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum prices are those set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
		Each
Cocktail table	300	$4.95
	310	4.65
End table	400	4.50
Lamp table	500	4.50

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 28th day of July 1944.

Issued this 27th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-11195; Filed, July 27, 1944; 11:32 a. m.]

[MPR 188, Order 1938]

COMBINATION PRODUCTS, INC.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1938 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of combination telephone table and chair set manufactured by Combination Products, Incorporated.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of a combination telephone table and chair set manufactured by Combination Products Incorporated, 1050 West Hubbard Street, Chicago, Illinois.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the article from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
		Each	*Each*
Combination telephone table and chair set	5031	$5.91	$6.95

These prices are f. o. b. factory, and are subject to a cash discount of two percent for payment within ten days, net thirty days.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subparagraph (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum price is that set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
		Each
Combination telephone table and chair set	5031	$6.95

This price is subject to a cash discount of two percent for payment within ten days, net thirty days.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 28th day of July 1944.

Issued this 27th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-11196; Filed, July 27, 1944; 11:32 a. m.]

[MPR 188, Order 1939]

CRAMER POSTURE CHAIR CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1939 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of ten items of upholstered stools manufactured by Cramer Posture Chair Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328; *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of ten items of upholstered stools manufactured by Cramer Posture Chair Company, 1205 Charlotte Street, Kansas City, Missouri.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the articles from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
		Each	*Each*
Upholstered stool	CB-1	$3.06	$3.62
	CB-1S	3.42	4.02
	CB-2	3.37	3.96
	CB-2S	3.70	4.35
	CB-12	2.33	2.74
	CB-22	2.61	3.07
	CB-13	1.38	1.62
	CB-23	1.66	1.95
	FS-1	2.99	3.52
	FS-2	3.94	4.63

These prices are f. o. b. factory.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subparagraph (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth

pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum prices are those set forth below, f.o.b. factory:

Article	Model No.	Maximum price to retailers
		Each
Upholstered stool	CB-1	$3.62
	CB-1S	4.02
	CB-2	3.96
	CB-2S	4.35
	CB-12	2.74
	CB-22	3.07
	CB-13	1.62
	CB-23	1.95
	FS-1	3.52
	FS-2	4.63

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 28th day of July 1944.

Issued this 27th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-11197; Filed, July 27, 1944; 11:31 a. m.]

Regional and District Office Orders.

[South Carolina Order G-1 Under MPR 426]

FRESH FRUITS AND VEGETABLES IN SOUTH CAROLINA

Order No. G-1 under section 2 (b) of Maximum Price Regulation 426. Fresh fruits and vegetables for table use. Sales except at retail.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the District Director of the Office of Price Administration by section 2 (b) of Maximum Price Regulation 426, and by Regional Delegation Order No. 12, *It is hereby ordered:*

(a) That on and after the effective date of this order, regardless of any contract, agreement or other obligation, no person shall sell, and no person shall purchase in the course of trade or business, lettuce in less than carlot or less than trucklot quantities, at prices higher than the maximum prices permitted by this Order No. G-1, except that this Order No. G-1 shall not be applicable to sales made to ultimate consumers. Lower prices may be charged, paid or offered.

(1) The maximum prices above referred to shall be:

(i) For iceberg lettuce in LA or Salinas crates, containing not less than 48 heads, with a minimum net weight of 60 lbs., the legal maximum prices for carlot or trucklot sales, plus 90¢.

(ii) For all lettuce in any container, except iceberg lettuce in LA or Salinas crates, and except hothouse lettuce, the legal maximum price for carlot or truckle sales, plus 1½¢ per lb.

(b) Except as provided in this Order No. G-1, all transactions remain subject to the provisions of Maximum Price Regulation 426, as amended, together with all supplementary regulations and orders that have heretofore or may hereafter be issued.

(c) Unless the context otherwise requires, the definition set forth in section 8 of Maximum Price Regulation 426, as amended, shall apply to the terms used herein.

(d) This order may be revoked, amended, or corrected at any time.

(e) This order shall become effective the 10th day of September 1943.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 10th day of September 1943.

E. H. TALBERT,
District Director.

[F. R. Doc. 44-11173; Filed, July 26, 1944; 1:15 p. m.]

[Region III Order G-51 Under RMPR 122]

SOLID FUELS IN SANDUSKY COUNTY, OHIO, AREA

Correction

In F. R. Doc. 44-8990, appearing at page 6971 of the issue for Friday, June 23, 1944, the sixth price in Column II of the table should read "$8.85."

[Region IV Order G-4 Under MPR 329, Amdt. 2]

FLUID MILK IN ATLANTA REGION

Amendment 2 to Order No. G-4 under Maximum Price Regulation 329 as amended. Purchases of milk from producers for resale as fluid milk. Modification of certain prices in Region IV.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Atlanta Regional Office of the Office of Price Administration by § 1351.408 (b) and (c) of Maximum Price Regulation 329 as amended, *It is hereby ordered,* That subparagraph (c) of section (B) (2) (iii) be revoked.

This amendment shall become effective July 1, 1944.

(56 Stat. 23, 765; 57 Stat. 566, Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued July 15, 1944.

ALEXANDER HARRIS,
Regional Administrator.

[F. R. Doc. 44-11174; Filed, July 26, 1944; 1:15 p. m.]

[Region IV Order G-6 Under RMPR 122, Supp. Order 4]

SOLID FUELS IN SAVANNAH, GA.

Supplementary Order No. 4 to Order No. G-6 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Maximum prices for solid fuels in the City of Savannah, in the State of Georgia.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator, Region IV, Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122: *It is hereby ordered:*

(a) The following increase may be added to the maximum prices established by Order No. G-6 issued under Revised Maximum Price Regulation No. 122 and by Supplementary Orders Nos. 1 and 2 thereunder, when said orders refer specifically to Bituminous Coals from District No. 8, sub-district No. 6 (Southern Appalachian):

Per ton 2,000 lbs.	Per ½ ton 1,000 lbs.	Per ¼ ton 500 lbs.
$0.15	$0.08	$0.04

(b) The increase authorized herein applies only to coal from sub-district No. 6 in District No. 8. Prices for coal from all other districts, and all other sub-districts of District No. 8, shall remain unchanged.

(c) Except as otherwise provided herein all transactions subject to this Supplementary Order shall remain subject to all provisions of said order No. G-6 under Revised Maximum Price Regulation No. 122, issued by this office, and to all supplementary orders and amendments which heretofore have been, or hereafter may be, issued.

(d) This supplementary order may be revoked, amended, or corrected at any time. This supplementary order shall become effective July 24, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.)

Issued July 19, 1944.

ALEXANDER HARRIS,
Regional Administrator.

[F. R. Doc. 44-11175; Filed, July 26, 1944; 1:15 p. m.]

[Region V Order G–6 Under RMPR 122]

SOLID FUELS IN CAPE GIRARDEAU AND JACKSON, MO.

Correction

In F. R. Doc. 44–9085, appearing at page 6976 of the issue for Friday, June 23, 1944, the designation for paragraph (a) in column 2 of page 6977 should be "(n)".

[Region VII Order G–10 Under 18 (c), Amdt. 5]

FLUID MILK IN UTAH

Order No. G–10 under § 1400.18 (c) of the General Maximum Price Regulation; Amendment No. 5. Order modifying wholesale and retail prices for fluid milk in the State of Utah.

Pursuant to the Emergency Price Control Act of 1942, as amended, and § 1499.75 (a) (9) (ii) (*b*) (*1*) (*ii*) of Supplementary Regulation No. 15 to the General Maximum Price Regulation, and for the reasons set forth in the accompanying opinion, this Amendment No. 5 is issued.

1. Paragraph 1 of Order No. G–10 under § 1499.18 (c) of the General Maximum Price Regulation is hereby amended by adding thereto a new subparagraph designated (c) to read as follows:

(c) The maximum prices of fluid milk and chocolate milk sold and delivered at wholesale and at retail in glass bottles or paper containers, for the Cedar City Area of the State of Utah, shall be, from and after the effective date of this Amendment No. 5, as follows:

Container size	Wholesale	Retail
Milk of approved grade:	*Cents*	*Cents*
½ pint	4	5
Pint	7	7
Quart	10½	12
½ gallon	20	22
Gallon	39	41
Chocolate milk: Quart	10½	12

2. Subparagraph (f) of paragraph 2 of said Order No. G–10 is amended to read as follows:

(f) "Utah State area" means all of the area of the State of Utah not included within the Utah Special Defense Area as described in paragraph (e) except the Cedar City Area in Iron County.

3. Paragraph 2 of said Order No. G–10 is hereby further amended by adding thereto a new subparagraph designated (g) to read as follows:

(g) "Cedar City area" means all that area lying within a radius of five miles from the business center of the Town of Cedar City in Iron County, Utah.

4. *Effective date.* This Amendment No. 5 shall become effective on the 17th day of July 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 17th day of July 1944.

RICHARD Y. BATTERTON,
Regional Administrator.

[F. R. Doc. 44–11176; Filed, July 26, 1944; 1:15 p. m.]

LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register on July 24, 1944.

REGION I

Augusta Order 1–F, Amendment 1, covering fresh fruits and vegetables in Portland, South Portland, and Westerbrook, Maine, filed 3:07 p. m.

Augusta Order 1–F, Amendment 2, covering fresh fruits and vegetables in Portland, South Portland, and Westerbrook, Maine, filed 3:08 p. m.

Boston Order 6–F, Amendment 5, covering fresh fruits and vegetables in certain counties in Massachusetts, filed 3:06 p. m.

Providence Order 1–F, Amendment 9, covering fresh fruits and vegetables in the Providence, R. I., Metropolitan Area, filed 3:06 p. m.

Providence Order 2–F, Amendment 9, covering fresh fruits and vegetables in Rhode Island, except certain areas, filed 3:07 p. m.

REGION II

Camden Order P–2, covering fresh fish and seafood in Atlantic and Cape May Counties, N. J., filed 2:55 p. m.

Trenton Order 1–F, Amendment 14, covering fresh fruits and vegetables in Mercer, Middlesex, and Monmouth, filed 3:09 p. m.

Trenton Order 2–F, Amendment 11, covering fresh fruits and vegetables in Mercer, Middlesex, and Monmouth, filed 2:54 p. m.

Trenton Order 3–F, Amendment 10, covering fresh fruits and vegetables in Mercer, Middlesex, and Monmouth, filed 2:54 p. m.

Trenton Order 4–F, Amendment 2, covering fresh fruits and vegetables in Hunterdon, Warren, Ocean, and Somerset, filed 3:08 p. m.

Wilmington Order 2–F, Amendment 14, covering fresh fruit and vegetables in area north of the towns of New Castle and Newark to the Delaware State line.

REGION VI

Quad-Cities Order 2–F, Amendment 16, covering fresh fruits and vegetables in certain cities in Illinois and Iowa, filed 2:56 p. m.

Quad-Cities Order 2–F, Amendment 17, covering fresh fruits and vegetables in certain cities in Illinois and Iowa, filed 2:57 p. m.

Quad-Cities Order 2–F, Amendment 18, covering fresh fruits and vegetables in certain cities in Illinois and Iowa, filed 2:57 p. m.

Quad-Cities Order 2–F, Amendment 19, covering fresh fruits and vegetables in certain cities in Illinois and Iowa, filed 2:58 p. m.

Quad-Cities Order 3–F, Amendment 5, covering fresh fruits and vegetables in certain areas in Illinois, filed 2:55 p. m.

Peoria Order 2–F, Amendment 10, covering fresh fruits and vegetables in certain cities in Illinois, filed 2:58 p. m.

Peoria Order 3–F, Amendment 10, covering fresh fruits and vegetables in certain cities in Illinois, filed 2:58 p. m.

Peoria Order 4–F, Amendment 5, covering fresh fruits and vegetables in certain cities in Illinois, filed 2:58 p. m.

Sioux City Order 2–F, Amendment 24, covering fresh fruits and vegetables in certain area in Iowa and Nebraska (Sioux City), filed 2:59 p. m.

REGION VII

New Mexico Order F–2, Amendment 1, covering fresh fruits and vegetables in City of Santa Fe, filed 2:50 p. m.

New Mexico Order F–2, Amendment 2, covering fresh fruits and vegetables in Santa Fe, filed 2:51 p. m.

New Mexico Order F–2, Amendment 3, covering fresh fruits and vegetables in Santa Fe, filed 2:51 p. m.

New Mexico Order F–2, Amendment 4, covering fresh fruits and vegetables in Santa Fe, filed 3:03 p. m.

REGION VIII

Fresno Order 2–F, Amendment 14, covering fresh fruits and vegetables in Modesto, Stanislaus County, Calif., filed 3:04 p. m.

Spokane Order 1–F, Amendment 16, covering fresh fruits and vegetables in certain areas of Spokane County, Wash., filed 3:03 p. m.

Spokane Order 2–F, Amendment 13, covering fresh fruits and vegetables in certain areas of Kootenai County, Idaho, filed 3:03 p. m.

Spokane Order 15, Amendment 3, covering community food prices in certain areas of Columbia and Walla Walla Counties, Wash., filed 3:01 p. m.

Spokane Order 18, Amendment 4, covering community food prices in certain areas of Shoshone and Kootenai Counties, Idaho, filed 3:00 p. m.

Copies of any of these orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 44–11178; Filed, July 26, 1944; 4:41 p. m.]

[Region II Order G–3 Under MPR 426]

FRESH FRUITS AND VEGETABLES IN NEW YORK

Correction

In F. R. Doc. 44–9131, appearing at page 7031 of the issue for Saturday, June 24, 1944, the ninth price under "Freight allowance" in Appendix A should be "$.02½".

SECURITIES AND EXCHANGE COMMISSION.

[File Nos. 54–63, 59–47, 70–922, 70–923]

REPUBLIC SERVICE CORP., ET AL.

NOTICE OF FILING AND ORDER FOR HEARING AND CONSOLIDATION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 25th day of July, A. D. 1944.

In the matters of Republic Service Corporation, et al., File Nos. 54–63 and 59–47; The Potomac Edison Company, File No. 70–922; American Gas and Electric Company, File No. 70–923.

The Commission having heretofore in proceedings under sections 11 (b) (1) and 11 (b) (2) of the Public Utility Holding Company Act of 1935 ordered Republic Service Corporation ("Republic"), a registered holding company, among other things, to divest itself of its interests in its Virginia subsidiaries and to recapitalize in an appropriate manner so as to ensure that the corporate structure of Republic does not unduly or unnecessarily complicate the structure or unfairly or inequitably distribute voting power among security holders of Republic's holding company system, and that, upon such recapitalization, the common stock of Republic shall be accorded no participation;

Notice is hereby given that declarations or applications (or both) have been filed with this Commission pursuant to the Public Utility Holding Company Act of 1935, by Republic in the form of an amendment designated as Amendment No. 1 to its application, heretofore filed pursuant to section 11 (e) of the act for approval of a plan to effectuate the provisions of section 11 (b) of the act and tc comply with the order of the Commission dated February 19, 1943. Separate declarations or applications (or both) have also been filed pursuant to the Public Utility Holding Company Act of 1935 by The Potomac Edison Company ("Potomac"), a registered holding company and a subsidiary of American Water Works and Electric Company, Incorporated, and by American Gas and Electric Company ("American"), a registered holding company and a subsidiary of Electric Bond and Share Company, also a registered holding company.

All interested persons are referred to such documents, which are on file in the offices of this Commission, for a statement of the transactions therein proposed, which are summarized as follows:

Republic and Potomac have entered into an agreement for the sale and purchase of all of the outstanding securities of certain wholly-owned subsidiaries of Republic for $2,007,137.60, which is the aggregate of the following prices as of December 31, 1943 subject to adjustments for changes in net property accounts and in net current assets to date of closing:

Company	Basic price as of Dec. 31, 1943	Adjusted net current assets at Dec. 31, 1943
Page Power Company	$1,333,248.47	$32,491.69
Madison Power Company	274,537.81	1,356.19
Massanutten Power Corporation	283,958.05	29,746.31
Massanutten Water Corporation	44,325.02	7,474.06
	1,936,069.35	71,068.25

Republic and American have entered into an agreement for the sale and purchase of all the outstanding capital stock of Holston River Power Company, a wholly-owned subsidiary of Republic, for a consideration of $715,306 in cash as of December 31, 1943 subject to adjustments for changes in net property account and in net current assets to the date of closing.

Republic proposes to deposit the net proceeds of the sale of the said securities, estimated at $2,590,000 (after estimated adjustments in sales prices and allowances for expenses and escrow funds provided for as security against contingent liabilities), with the Indenture Trustee to be used for pro rata payments on the principal of its Collateral Trust Bonds outstanding in the principal amount of $4,409,500. In addition, Republic proposes that it shall have the privilege, at its option, of furnishing such additional cash to its Indenture Trustee as may be necessary to permit an aggregate pro rata payment of 60% of the outstanding principal amount of the said bonds. It is further proposed that interest on the portion of the principal to be paid shall cease to accrue as of the end of the calendar month in which the equivalent cash funds (including interest accrued to such date) are deposited with the Indenture Trustee.

Republic requests that the Commission find the plan fair and equitable to the persons affected thereby and appropriate to effectuate the provisions of section 11 (b) of the Act and requests that an order approving this plan and the proposed transactions contain appropriate recitals and specifications as described in sections 371 (b), 371 (f) and 1808 (f) of the Internal Revenue Code. Republic further requests if the Commission approves the proposed plan that the Commission apply to a Federal Court pursuant to the provisions of section 11 (e) and 18 (f) of the act to enforce and carry out the terms and provisions of this plan.

The filings designate sections 11 (b), 11 (e), 12 (d), 12 (f), 9 (a), and 10 of the act as applicable to the proposed transactions.

It appearing to the Commission that it is appropriate in the public interest and in the interest of investors and consumers that a hearing be held with respect to said matters and that said declarations or applications (or both) shall not become effective or be granted except pursuant to further order of this Commission; and

It further appearing that all of the foregoing matters are related and involve common questions of law and fact and that evidence offered in respect of each of the matters may have a bearing on the others, and that substantial savings of time, effort, and expense and substantial progress toward the speedy and effective carrying out of the purposes of the Act and the applicable provisions thereof will result after the hearings if said matters are consolidated so that they may be heard as one matter, and that evidence adduced in each matter may stand as evidence in the other for all purposes;

It is hereby ordered, That the said matters be and the same hereby are consolidated, *Provided*, That nothing herein contained shall be deemed to constitute a re-opening of the record in any proceedings in any matters contained in Commission's File Nos. 54–63 and 59–47 in respect of any issue decided by the Commission's order of February 19, 1943 or to constitute a modification or amendment of said order.

It is further ordered, That jurisdiction be and hereby is reserved to separate, either in whole or in part, or for disposition in whole or in part, any of the issues or questions which may arise in these proceedings and to take such other action as may appear conducive to an orderly, prompt, and economic disposition of the matters involved.

It is further ordered, That a hearing on said matters so consolidated be held on the 14th day of August, 1944, at 10:00 A. M., E. W. T., in the offices of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia, Pennsylvania. On such day the hearing room clerk in Room 318 will advise as to the room in which such hearing will be held.

It is further ordered, That Willis E. Monty or any other officer or officers of the Commission designated by it for the purpose shall preside at such hearing. The officer so designated to preside at such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of said act and to a trial examiner under the Commission's rules of practice.

Notice is hereby given of said consolidated hearing to the above-named declarants or applicants, State Corporation Commission of Virginia, Public Service Commission of Maryland, The Pennsylvania Company for Insurance on Lives and Granting Annuities, Indenture Trustee of said Collateral Trust Bonds, and to all interested persons; said notice to be given to said declarants or applicants and to The Pennsylvania Company for Insurance on Lives and Granting Annuities, Indenture Trustee, State Corporation Commission of Virginia, and Public Service Commission of Maryland by registered mail, and to all other persons by publication of this notice and order in the FEDERAL REGISTER. It is requested that any person desiring to be heard in this proceeding shall file with the Secretary of this Commission, on or before August 10, 1944, an appropriate request or application to be heard, as provided by Rule XVII of the Commission's rules of practice.

It is further ordered, That Republic shall give additional notice of said hearing to all known holders of its outstanding First Lien Collateral Trust Twenty-five Year Bonds, 5% Series A, by causing a copy of this notice and order of hearing to be mailed to such holders at their last-known addresses, such mailing to be made not less than ten days prior to the date of said hearing.

It is further ordered, That without limiting the scope of the issues presented by the said declarations or applications (or both) and otherwise to be considered in this proceeding, particular attention shall be directed at the hearing to the following matters and questions:

1. Whether the considerations to be paid by the purchasers and received by the seller are reasonable and bear a fair relation to the sums invested in or the earning capacities of such assets;

2. Whether the proposed acquisitions of securities by Potomac and American will tend toward the economical and efficient development of integrated public utility systems and whether such acquisitions will tend toward interlocking relations or concentration of control of public utility companies of a kind or to an extent detrimental to the public interest or to the interest of investors or consumers;

3. Whether the plan as proposed or as modified is necessary to effectuate the provisions of section 11 (b) of the act, fair and equitable to the persons affected thereby, and in conformity with the requirements of the Commission's order of February 19, 1943;

4. Whether the accounting adjustments and entries proposed to be made in connection with the proposed transactions are proper and are in accordance with sound accounting practices;

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5. Whether the proposed use of the proceeds of the contemplated sales of securities by Republic in the pro rata payment of Republic's bonds is fair and equitable to all persons affected thereby;

6. Whether the fees and expenses to be paid in connection with the proposed transactions are reasonable and appropriate;

7. Whether, if the proposed transactions, or any of them, are authorized, it is necessary or appropriate that terms or conditions be imposed in the public interest or for the protection of investors and consumers in connection with such authorization;

8. Generally, whether in any respect such transactions are detrimental to the public interest or to the interest of investors or consumers or will tend to circumvent any provisions of the act or of any rules or regulations promulgated thereunder.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-11182; Filed, July 27, 1944; 10:15 a. m.]

[File No. 70-921]

MONTANA STATES POWER CO.

NOTICE REGARDING FILING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 26th day of July, 1944.

Notice is hereby given that an application or declaration (or both) has been filed with the Commission pursuant to the Public Utility Holding Company Act of 1935 by Mountain States Power Company, an operating public utility and a subsidiary of Standard Gas and Electric Company, a registered holding company; and

Notice is further given that any interested person may, not later than the 12th day of August, 1944 at 5:30 p. m., e. w. t., request the Commission in writing that a hearing be held on such matter, stating the reasons for such request, and the nature of his interest, or may request that he be notified if the Commission should order a hearing thereon. At any time thereafter, such application, as filed or as amended, may be granted, as provided in Rule U-23 of the rules and regulations promulgated pursuant to said act, or the Commission may exempt such transaction as provided in Rules U-20 (a) and U-100 thereof. Any such request should be addressed: Secretary, Securities and Exchange Commission, 18th and Locust Streets, Philadelphia 3, Pennsylvania.

All interested persons are referred to said application or declaration (or both) which is on file in the office of the said Commission for a statement of the transaction therein proposed, which is summarized as follows:

In accordance with a contract dated April 11, 1944, Mountain States Power Company proposes to acquire certain properties owned and operated by T. W. Allen and Bessie E. Allen, trading as Mill City Light and Water Company, for a consideration of $75,000, which properties consist of a hydro-electric generating and distribution system and domestic water pumping plant, purification equipment and distribution system at and in the vicinity of Mill City in Linn and Marion Counties, Oregon, with all the appurtenances, equipment and water rights, as more particularly set forth in said contract of April 11, 1944. The Public Utility Commission of the State of Oregon and the Department of Public Service of the State of Washington have heretofore authorized the acquisition of the aforesaid properties.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-11183; Filed, July 27, 1944; 10:16 a. m.]

WAR FOOD ADMINISTRATION.

Commodity Credit Corporation.

VICE PRESIDENT OF COMMODITY CREDIT CORPORATION

DELEGATION OF AUTHORITY TO ADMINISTER WFO 100

Pursuant to the provisions of War Food Order No. 100, dated May 9, 1944, (9 F.R. 4974), dealing with the purchase and sale of farmers' stock peanuts from the 1944 crop, and to effectuate the purposes of such order, Carl C. Farrington, Vice President of the Commodity Credit Corporation, is hereby designated and authorized to exercise and perform all the powers, functions, and duties conferred or imposed upon the President of the Commodity Credit Corporation by such order, and any amendments thereto.

Mr. Farrington shall be assisted in the administration of such order by such persons within the War Food Administration as he may designate.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; War Food Order No. 100, 9 F.R. 4974)

Issued this 24th day of July 1944.

J. B. HUTSON, *President, Commodity Credit Corporation.*

[F. R. Doc. 44-11192; Filed, July 27, 1944; 11:21 a. m.]

[Administrative Order 35]

PART 12—DESIGNATIONS OF EMPLOYEES TO ACT AS OF FOR THE COMPTROLLER GENERAL OF THE UNITED STATES

DESIGNATION OF EMPLOYEE TO ACT FOR COMPTROLLER GENERAL

JULY 26, 1944.

By virtue of and pursuant to the authority vested in me, as Comptroller General of the United States, by the provisions of section 311 (e) of the Budget and Accounting Act, 1921, 42 Stat. 25, 31 U.S.C. 52 (e), the following order is hereby issued:

§ 12.2 *Designation of employee to act for the Comptroller General—(a) Certificates to copies of records, documents, etc.* I hereby designate R. F. Martin, Chief Clerk of the General Accounting Office, to certify, for the Comptroller General of the United States, copies of any books, records, papers, or documents, and transcripts from the books and proceedings of the General Accounting Office, as provided for by section 306 of the Budget and Accounting Act, 1921, 42 Stat. 24, 31 U.S.C. 46. (See 4 CFR 3.3) (Sec. 311 (e), Budget and Accounting Act, 1921; 42 Stat. 25, 31 U.S.C. 52 (e))

[SEAL] LINDSAY C. WARREN, *Comptroller General of the United States.*

[F. R. Doc. 44-11231; Filed, July 28, 1944; 10:01 a. m.]

TITLE 6—AGRICULTURAL CREDIT

Chapter I—Farm Credit Administration

PART 24—THE FEDERAL LAND BANK OF LOUISVILLE

APPLICATION AND LOAN FEES

Section 24.1 of Title 6, Code of Federal Regulations, is amended to read as follows:

§ 24.1 *Application and loan fees.* No application or loan fees shall be charged. (Sec. 13 "Ninth," 39 Stat. 372, sec. 26, 48 Stat. 44, sec. 32, 48 Stat. 48, as amended; 12 U.S.C. 781 "Ninth," 723 (e), 1016 (e), and Sup.; 6 CFR 19.322 and 19.330) [Res. Bd. Dir., June 19, 1944]

Section 24.12 of Title 6, Code of Federal Regulations, is amended to read as follows:

§ 24.12 *Fees for division of existing loans.* No fees for the division of an existing loan shall be charged. (Sec. 13 "Ninth," 39 Stat. 372, sec. 26, 48 Stat. 44, sec. 32, 48 Stat. 48, as amended; 12 U.S.C.

(Continued on next page)

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THE NATIONAL ARCHIVES LITTERA SCRIPTA MANET 1934 OF THE UNITED STATES

FEDERAL REGISTER

VOLUME 9 NUMBER 151

Washington, Saturday, July 29, 1944

Regulations

TITLE 4—ACCOUNTS

Chapter I—General Accounting Office

[Administrative Order 33]

PART 12—DESIGNATIONS OF EMPLOYEES TO ACT AS OR FOR THE COMPTROLLER GENERAL OF THE UNITED STATES

DESIGNATIONS OF EMPLOYEES TO ACT AS COMPTROLLER GENERAL

JUNE 29, 1944.

By virtue of and pursuant to the authority vested in me by a provision in the Independent Offices Appropriation Act, 1945, Public Law 358, 78th Congress, the following order is hereby issued.

§ 12.1 *Designations of employees to act as Comptroller General.* I hereby designate J. C. McFarland, the General Counsel of the General Accounting Office, to act as Comptroller General of the United States during the absence or incapacity of the Comptroller General and the Assistant Comptroller General, or during a vacancy in both of such offices; also, I hereby designate Dudley W. Bagley, the Assistant to the Comptroller General, to act as Comptroller General of the United States during the absence or incapacity of the Comptroller General, the Assistant Comptroller General and the General Counsel. (Pub. Law 358, 78th Cong.; 58 Stat. 361, 371)

[SEAL] LINDSAY C. WARREN, *Comptroller General of the United States.*

[F. R. Doc. 44-11230; Filed, July 28, 1944; 10:01 a. m.]

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NOTICE

The Cumulative Supplement to the Code of Federal Regulations, covering the period from June 2, 1938, through June 1, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at $3.00 per unit. The following are now available:

Book 1: Titles 1–3 (Presidential documents) with tables and index.
Book 2: Titles 4–9, with index.
Book 3: Titles 10–17, with index.
Book 4: Titles 18–25, with index.
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781 "Ninth," 723 (e), 1016 (e) and Sup.; 6 CFR 19.326) [Res. Bd. Dir., June 19, 1944]

The Federal Land Bank of Louisville acting in its own behalf and as attorney-in-fact for the Federal Farm Mortgage Corporation.

[SEAL] E. RICE, *President.*

Confirmed:

L. A. GREENE, *Assistant Secretary.*

[F. R. Doc. 44–11227; Filed, July 28, 1944; 10:02 a. m.]

TITLE 7—AGRICULTURE

Chapter XI—War Food Administration (Distribution Orders)

[WFO 79–1 to 79–33, inc.; 79–35, 79–38 to 79–81, inc.; 79–83 to 79–101, inc.; 79–141; 79–142; and 79–144, Gen. Amdt. 4]

PART 1401—DAIRY PRODUCTS

GENERAL AMENDMENT TO CERTAIN WAR FOOD ORDERS ISSUED BY THE DIRECTOR ALLOCATING MILK BYPRODUCTS

In the determination of quotas for milk byproducts, including cottage, pot, or baker's cheese, for the quota period of August 1944, the quota for milk byproducts shall be 90 percent of deliveries of milk byproducts, including cottage, pot, or baker's cheese, made by handlers during the base period (notwithstanding quotas heretofore assigned) in each of the orders mentioned below:

The following orders issued by the Director of Distribution in accordance with the provisions of War Food Order No. 79 (8 F.R. 12426, 9 F.R. 4321, 4319) dated September 7, 1943, as amended, and said orders issued by the Director are designated as WFO 79–1 to 79–33, inclusive; 79–35; 79–38 to 79–81, inclusive; 79–83 to 79–101, inclusive; 79–141; 79–142; and 79–144.

This order shall become effective at 12:01 a. m., e. w. t., August 1, 1944. With respect to any violation of said War Food Order No. 79, as amended, or any of the aforesaid orders issued by the Director pursuant thereto, any right accrued, or liability incurred, prior to the effective time of this amendment, shall continue in full force and effect for the purpose of sustaining any suit, action, or other proceeding with respect to any such violation, right, or liability.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 79, 8 F.R. 12426, 13283, 9 F.R. 4321, 4319)

Issued this 26th day of July 1944.

LEE MARSHALL, *Director of Distribution.*

[F. R. Doc. 44–11217; Filed, July 27, 1944; 12:52 p. m.]

[WFO 79–103 to 79–114, inc.; and 79–116 to 79–140, inc., Gen. Amdt. 5]

PART 1401—DAIRY PRODUCTS

GENERAL AMENDMENT TO CERTAIN WAR FOOD ORDERS ISSUED BY THE DIRECTOR ALLOCATING CREAM AND MILK BYPRODUCTS

In the determination of quotas for cream and milk byproducts for the quota period of August 1944, the quota for cream and milk byproducts shall be 85 percent of deliveries of cream and milk byproducts made by handlers during the base period (notwithstanding quotas heretofore assigned), in each of the orders mentioned below:

The following orders issued by the Director of Distribution in accordance with the provisions of War Food Order No. 79 (8 F. R. 12426, 9 F. R. 4321, 4319) dated September 7, 1943, as amended, and said orders issued by the Director are designated as WFO 79–103 to 79–114, inclusive; and 79–116 to 79–140, inclusive.

This order shall become effective at 12:01 a. m., e. w. t., August 1, 1944. With respect to any violation of said War Food Order No. 79, as amended, or any of the aforesaid orders issued pursuant thereto, any right accrued, or liability incurred, prior to the effective time of this amendment, all of the provisions in each of the aforesaid orders shall continue in full force and effect for the purpose of sustaining any suit, action, or other proceeding with respect to any such violation, right, or liability.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 79, 8 F.R. 12426, 13283, 9 F.R. 4321, 4319)

Issued this 26th day of July 1944.

LEE MARSHALL, *Director of Distribution.*

[F. R. Doc. 44–11218; Filed, July 27, 1944; 12:52 p. m.]

[WFO 79–115, Amdt. 4]

PART 1401—DAIRY PRODUCTS

FLUID MILK AND CREAM IN MIAMI, FLA., METROPOLITAN SALES AREA

Pursuant to War Food Order No. 79 (8 F.R. 12426, 9 F.R. 4321, 4319), dated September 7, 1943, as amended, and to effectuate the purposes thereof, War Food Order 79–115 (9 F.R. 632, 4321, 4319), as amended, relative to the conservation and distribution of fluid milk, milk byproducts, and cream in the Miami, Florida, metropolitan milk sales area, is hereby further amended as follows:

In § 1401.149 (e) (3) of WFO 79–115, as amended, in the case of the base for cream and milk byproducts for the quota period of August 1944, delete the percentage "60" and substitute therefor the percentage "70".

The provisions of this amendment shall become effective at 12:01 a. m., e. w. t., August 1, 1944. With respect to violations of said War Food Order No. 79–115, as amended, rights accrued, or liabilities incurred thereunder, prior to the effective time of this amendment, said War Food Order No. 79–115, as amended, shall continue in full force and effect for the purpose of sustaining any suit, action, or other proceeding with respect to any such violation, right, or liability.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 79, 8 F.R. 12426, 13283, 9 F.R. 4321, 4319)

Issued this 26th day of July 1944.

LEE MARSHALL, *Director of Distribution.*

[F. R. Doc. 44–11219; Filed, July 27, 1944; 12:52 p. m.]

[WFO 79–143, Amdt. 3]

PART 1401—DAIRY PRODUCTS

FLUID MILK AND CREAM IN ST. PETERSBURG, FLA., METROPOLITAN SALES AREA

Pursuant to War Food Order No. 79 (8 F.R. 12426, 9 F.R. 4321, 4319), dated September 7, 1943, as amended, and to effectuate the purposes thereof, War Food Order No. 79–143 (9 F.R. 3763, 4321, 4319), as amended, relative to the conservation and distribution of fluid milk, milk byproducts, and cream in the St. Petersburg, Florida, metropolitan milk sales area, is hereby further amended as follows:

In § 1401.177 (e) (3) of WFO 79–143, as amended, in the case of the base for cream and milk byproducts for the quota period of August 1944, delete the percentage "60" and substitute therefor the percentage "70".

The provisions of this amendment shall become effective at 12:01 a. m., e. w. t., August 1, 1944. With respect to violations of said War Food Order No. 79–143, as amended, rights accrued, or liabilities incurred thereunder, prior to the effective time of this amendment, said War Food Order No. 79–143, as amended, shall continue in full force and effect for the purpose of sustaining any suit, action, or other proceeding with respect to any such violation, right, or liability.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 79, 12426, 13283, 9 F.R. 4321, 4319)

Issued this 26th day of July 1944.

LEE MARSHALL, *Director of Distribution.*

[F. R. Doc. 44–11220; Filed, July 27, 1944; 12:52 p. m.]

[WFO 93–1]

PART 1401—DAIRY PRODUCTS

REPORTS RELATIVE TO DRIED MILK

Pursuant to the authority vested in me by War Food Order No. 93, 9 F.R. 4321, 4319 (formerly designated as Food Distribution Order No. 93, 9 F.R. 2076, as issued by the Assistant War Food Administrator on February 18, 1944), and to effectuate the purposes thereof, it is hereby ordered as follows:

§ 1401.20 *Reports relative to dried milk*—(a) *Definitions.* Unless otherwise distinctly expressed or manifestly incompatible with the intent hereof, each term used in War Food Order No. 93 shall, when used herein, have the same meaning as is set forth for such term in said War Food Order No. 93.

(b) *Reports to be filed.* (1) Each person who, during the calendar month of March 1944, sold dried milk which was produced by him shall correctly complete Form 93–2, "Dried Milk Products, Dried Milk Compounds, and Infant Foods," for such calendar month and shall mail such completed form to Order Administrator, War Food Order No. 93, Dairy and Poultry Branch, Office of Distribution, War Food Administration, Washington 25, D. C., within 15 calendar days after the effective time hereof, if such form has not heretofore been so submitted by such person.

(2) Each person who, during the quota period beginning on April 1, 1944, sold dried milk which was produced by him shall correctly complete Form 93–2, "Dried Milk Products, Dried Milk Compounds, and Infant Foods," for such quota period and mail such completed form to the Order Administrator, War Food Order No. 93, Dairy and Poultry Branch, Office of Distribution, War Food Administration, Washington 25, D. C., within 15 calendar days after the effective date hereof. This provision shall not, however, apply to any person who has heretofore submitted the aforesaid report for the quota period beginning on April 1, 1944.

(3) Each person who, during the quota period beginning on July 1, 1944, or any succeeding quota period, sells dried milk which was produced by him shall correctly complete Form 93–2, "Dried Milk Products, Dried Milk Compounds, and Infant Foods," for each such quota period and mail such completed form to Order Administrator, War Food Order No. 93, Dairy and Poultry Branch, Office of Distribution, War Food Administration, Washington 25, D. C., within 15 calendar days after the last calendar day of the quota period for which such report is submitted.

(4) After the effective time of this order, each producer of dried milk shall correctly complete form "Dairy Products Report No. 1" (U. S. D. A. Form No. O. E. 9–119), for each calendar month and shall mail such completed form to the U. S. Department of Agriculture, Box 6910–A, Chicago, Illinois, not later than the tenth day of the next succeeding calendar month.

(c) *Effective date.* This order shall become effective at 12:01 a. m., e. w. t., August 1, 1944.

NOTE: All reporting requirements of this order have been approved by, and subsequent reporting and record-keeping requirements will be subject to the approval of, Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 93, 9 F.R. 2076, 4321, 4319)

Issued this 27th day of July 1944.

LEE MARSHALL,
Director of Distribution.

[F. R. Doc. 44-11221; Filed, July 27, 1944; 3:27 p. m.]

[WFO 61, Supp. 1]

PART 1400—DELEGATIONS OF AUTHORITY

ORDER WITH RESPECT TO MEAT RATIONING

Pursuant to section 201 (e) of the Emergency Price Control Act (56 Stat. 23), as amended by the Stabilization Act of 1942 (56 Stat. 765) and the Stabilization Extension Act of 1944 (Public Law 383, 78th Congress), and War Food Orders 56 (8 F.R. 2005; 9 F.R. 4319), and 61 (8 F.R. 3471; 9 F.R. 4319), and in order to effectuate the rationing of meat to civilians, the following directive is hereby issued:

§ 1400.12 *Civilian meat rationing.* (a) The Office of Price Administration is directed to remove all restrictions concerning the transfer from one person to another of all beef, except good and choice (A and AA) qualities of steaks and roasts, and is authorized to impose restrictions on the transfer from one person to another of pork hams and loins. This direction shall not otherwise affect the rationing of meat, meat products, or other foods. The removal of restrictions may be accomplished by reduction of point values to zero or by other means.

(b) This order shall be effective not later than 12:01 a. m., e. w. t., August 1, 1944.

CROSS REFERENCE: See Amendment 1, infra.

(56 Stat. 23; 56 Stat. 765; P.L. 383, 78th Cong.; E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 17th day of July 1944.

MARVIN JONES,
War Food Administrator.

[F. R. Doc. 44-10584; Filed, July 17, 1944; 11:30 a. m.]

[WFO 61, Amdt. 1 to Supp. 1]

PART 1400—DELEGATION OF AUTHORITY

ORDER WITH RESPECT TO MEAT RATIONING

War Food Order 61, Supplement 1, issued July 17, 1944 (supra), § 1400.12 (b), is amended by deleting the words "August 1, 1944," appearing therein and inserting, in lieu thereof, the following words, "August 13, 1944."

(56 Stat. 23; 58 Stat. 765; P.L. 383, 78th Cong.; E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 28th day of July 1944.

MARVIN JONES,
War Food Administrator.

[F. R. Doc. 44-11268; Filed, July 28, 1944; 11:52 a. m.]

[WFO 109]

PART 1490—MISCELLANEOUS FOOD PRODUCTS

SOLUBLE COFFEE AND SOLUBLE COFFEE PRODUCTS

The fulfillment of requirements for the defense of the United States will result in a shortage in the supply of soluble coffee and soluble coffee products for defense, for private account, and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 1409.7 *Restrictions relative to soluble coffee and soluble coffee products*—(a) *Definitions.* (1) "Soluble coffee" means the dried, powdered, water soluble solids derived from the brew of roasted and ground coffee.

(2) "Soluble coffee products" means soluble coffee to which there has been added any carbohydrates or other ingredient.

(3) "Person" means any individual, partnership, association, business trust, corporation, or any organized group of persons whether incorporated or not.

(4) "Government agency" means (i) the Armed Services of the United States (excluding for the purpose of this order United States Army Post Exchanges, United States Navy ships' service departments, and United States Marine Corps post exchanges); (ii) the War Food Administration (including, but not being restricted to, any corporate agency thereof); (iii) the War Shipping Administration; (iv) the Veterans Administration; and (v) any other agency designated by the War Food Administrator. The term "governmental agency" also includes any person who, pursuant to a war food order, is entitled to purchase soluble coffee or soluble coffee products subject to this order.

(5) "Armed Services of the United States" means the Army, the Navy, the Marine Corps, and the Coast Guard of the United States.

(6) "Director" means the Director of Distribution, War Food Administration.

(b) *Restrictions.* (1) All soluble coffee and soluble coffee products owned on August 1, 1944, by a manufacturer thereof shall be set aside immediately on such date by such manufacturer and thereafter held for sale and delivery to a governmental agency. All soluble coffee and soluble coffee products manufactured on or after August 1, 1944, shall be set aside immediately by the respective manufacturer thereof and thereafter held for sale and delivery to a governmental agency.

(2) The provisions of this order shall be observed without regard to contracts heretofore or hereafter entered into or any rights accrued or any payments made thereunder. This order shall not, however, be construed as reducing the amount of soluble coffee or soluble coffee products which any person is required to offer or deliver pursuant to a contract heretofore or hereafter entered into with a governmental agency.

(c) *Audits and inspections.* The Director shall be entitled to make such audit or inspection of the books, records and other writings, premises or stocks of soluble coffee and soluble coffee products of any person, and to make such investigations, as may be necessary or appropriate, in the Director's discretion, to the enforcement or administration of the provisions of this order.

(d) *Records and reports.* (1) The Director shall be entitled to obtain such information from, and require such reports and the keeping of such records by, any person, as may be necessary or appropriate, in the Director's discretion, to the enforcement or administration of the provisions of this order.

(2) Every person subject to this order shall, for at least two years (or for such period of time as the Director may designate), maintain an accurate record of his transactions in soluble coffee and soluble coffee products.

(e) *Petition for relief from hardship.* Any person affected by this order who considers that compliance herewith would work an exceptional or unreasonable hardship on him may file a petition for relief with the Order Administrator. Such petition shall be addressed to Order Administrator, War Food Order No. 109, Special Commodities Branch, Office of Distribution, War Food Administration, Washington 25, D. C. Petition for such relief shall be in writing and shall set forth all pertinent facts and the nature of the relief sought. The Order Administrator may take any action with reference to such petition which is consistent with the authority delegated to him by the Director. If the petitioner is dissatisfied with the action taken by the Order Administrator on the petition, he shall obtain, by requesting the Order Administrator therefor, a review of such action by the Director. The Director may, after said review, take such action as he deems appropriate, and such action shall be final. The provisions of this paragraph (e) shall not be construed to deprive the Director of authority to consider originally any petition for relief from hardship submitted in accordance herewith. The Director may consider any such petition and take such action with reference thereto that he deems appropriate, and such action shall be final.

(f) *Violations.* Any person who violates any provision of this order may, in accordance with the applicable procedure, be prohibited from receiving, making any deliveries of, or using the material subject to priority or allocation control pursuant to this order. In addition, any person who wilfully violates any provision of this order is guilty of a crime and may be prosecuted under any and all applicable laws. Further, civil action may be instituted to enforce any liability or duty created by, or to enjoin any violation of, any provision of this order.

(g) *Delegation of authority.* The administration of this order and the powers vested in the War Food Administrator, insofar as such powers relate to the administration of this order, are hereby delegated to the Director. The Director is authorized to redelegate to any employee of the United States Department of Agriculture any or all of the authority vested in him by this order.

(h) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise provided herein or in instructions issued by the Director, be addressed to the Director of Distribution, War Food Administration, Washington 25, D. C., Ref. WFO 109.

(i) *Effective date.* This order shall become effective at 12:01 a. m., e. w. t., August 1, 1944.

NOTE: All record-keeping requirements of this order have been approved by, and subsequent reporting and record-keeping requirements will be subject to the approval of, Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 28th day of July 1944.

WILSON COWEN,
Assistant War Food Administrator.

[F. R. Doc. 44-11269; Filed, July 28, 1944; 11:53 a. m.]

TITLE 14—CIVIL AVIATION

Chapter I—Civil Aeronautics Board

[Regs., Serial No. 816]

PART 202—ACCOUNTS, RECORDS AND REPORTS

SUBMISSION OF AUDIT REPORTS PREPARED BY PUBLIC ACCOUNTANTS

Adopted by the Civil Aeronautics Board at its office in Washington, D. C. on the 1st day of July, 1944.

The Civil Aeronautics Board, acting pursuant to the Civil Aeronautics Act of 1938, as amended, particularly sections 205 (a), 407 (a) and 1104 thereof, and deeming its action necessary to carry out the provisions of said act and to exercise its powers and perform its duties thereunder, hereby makes and promulgates the following regulation:

Effective July 22, 1944, Part 202 of the Economic Regulations is hereby amended by adding thereto a new § 202.5, to read as follows:

§ 202.5 *Submission of audit reports prepared by public accountants.* (a) Whenever any air carrier shall have caused an annual audit of its books, records and accounts to be made by public accountants, such air carrier shall file with the Board a special report consisting of a true and complete copy of the audit report submitted by public accountants, including all schedules, exhibits and certifications included in or attached to such report. Such a report shall be filed in duplicate with the Board within fifteen days after the public accountants have submitted their report to the air carriers, except that no such special report is required to be filed until thirty days after the effective date of this regulation. This section shall apply to all annual audit reports which may have been submitted to any air carrier on or after January 1, 1944.

(b) The special report required to be filed by paragraph (a) hereof shall be withheld from public disclosure, until further order of the Board, if such treatment is requested by the air carrier at the time of filing.

(205 (a), 52 Stat. 984, 49 U.S.C. Ch. 9, sec. 424; 407 (a), 52 Stat. 1000, 49 U.S.C., Ch. 9, sec. 487; 1104, 52 Stat. 1026, 49 U.S.C., Ch. 9, sec. 674)

By the Civil Aeronautics Board.

[SEAL] FRED A. TOOMBS,
Secretary.

[F. R. Doc. 44-11233; Filed, July 28, 1944; 10:30 a. m.]

TITLE 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. 5144]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

RICH & COMPANY

§ 3.66 (a 7) *Misbranding or mislabeling—Composition—Wool Products Labeling Act:* § 3.71 (a) *Neglecting, unfairly or deceptively, to make material disclosure—Composition—Wool Products Labeling Act.* In connection with the introduction or manufacture for introduction into commerce, or the sale, transportation, or distribution in commerce, misbranding ladies' suits or other "wool products" as such products are defined in and subject to the Wool Products Labeling Act of 1939, which contain, purport to contain, or in any way are represented as containing "wool", "reprocessed wool", or "reused wool", as those terms are defined in said Act, by failing securely to affix to or place on such products a stamp, tag, label, or other means of identification showing in a clear and conspicuous manner, (a) the percentage of the total fiber weight of such wool product, exclusive of ornamentation not exceeding five percentum of said total fiber weight, of (1) wool, (2) reprocessed wool, (3) reused wool, (4) each fiber other than wool where said percentage by weight of such fiber is five percentum or more, and (5) the aggregate of all other fibers; (b) the maximum percentage of the total weight of such wool products of any nonfibrous loading, filling, or adulterating matter; and (c) the name of the manufacturer of such wool product; or the manufacturer's registered identification number and the name of a seller of such wool product; or the name of one or more persons introducing such wool product into commerce, or engaged in the sale, transportation, or distribution thereof in commerce as "commerce" is defined in the Federal Trade Commission Act and the Wool Products Labeling Act of 1939; prohibited, subject to the proviso, however, that the foregoing provisions concerning misbranding shall not be construed to prohibit acts permitted by paragraphs (a) and (b) of section 3 of the Wool Products Labeling Act of 1939; and to the further provision that nothing contained in this order shall be construed as limiting any applicable provisions of said act or the rules and regulations promulgated thereunder. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b; 54 Stat. 1128; 15 U.S.C., sec. 68) [Cease and desist order, Rich & Company, Docket 5144, June 27, 1944]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 27th day of June, A. D. 1944.

In the Matter of Ernest O. Rich and Michael Simeone, Individually and as Copartners, Trading and Doing Business as Rich & Company

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission and the answer of respondents, in which answer respondents admit all the material allegations of fact set forth in said complaint and state that they waive all intervening procedure and further hearing as to said facts, and the Commission having made its findings as to the facts and its conclusion that said respondents have violated the provisions of the Federal Trade Commission Act and the provisions of the Wool Products Labeling Act of 1939:

It is ordered, That respondents, Ernest O. Rich and Michael Simeone, individually and as copartners, trading and

doing business as Rich & Company, their representatives, agents, and employees, directly or through any corporate or other device, in connection with the introduction or manufacture for introduction into commerce, or the sale, transportation, or distribution in commerce as "commerce" is defined in the aforesaid acts, do forthwith cease and desist from misbranding ladies' suits or other "wool products" as such products are defined in and subject to the Wool Products Labeling Act of 1939, which contain, purport to contain, or in any way are represented as containing "wool," "reprocessed wool," or "reused wool," as those terms are defined in said act, by failing securely to affix to or place on such products a stamp, tag, label, or other means of identification showing in a clear and conspicuous manner:

(a) The percentage of the total fiber weight of such wool product, exclusive of ornamentation not exceeding five percentum of said total fiber weight, of (1) wool, (2) reprocessed wool, (3) reused wool, (4) each fiber other than wool where said percentage by weight of such fiber is five percentum or more, and (5) the aggregate of all other fibers.

(b) The maximum percentage of the total weight of such wool product of any nonfibrous loading, filling, or adulterating matter.

(c) The name of the manufacturer of such wool product; or the manufacturer's registered identification number and the name of a seller of such wool product; or the name of one or more persons introducing such wool product into commerce, or engaged in the sale, transportation, or distribution thereof in commerce as "commerce" is defined in the Federal Trade Commission Act and the Wool Products Labeling Act of 1939.

Provided, That the foregoing provisions concerning misbranding shall not be construed to prohibit acts permitted by paragraph (a) and (b) of section 3 of the Wool Products Labeling Act of 1939; *And provided further*, That nothing contained in this order shall be construed as limiting any applicable provisions of said act or the rules and regulations promulgated thereunder.

It is further ordered, That the respondents shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which they have compiled with this order.

By the Commission.

[SEAL] A. N. Ross,
Acting Secretary.

[F. R. Doc. 44-11241; Filed, July 28, 1944; 11:03 a. m.]

TITLE 19—CUSTOMS DUTIES

Chapter I—Bureau of Customs

[T. D. 51096]

PART 8—LIABILITY FOR DUTIES, ENTRY OF IMPORTED MERCHANDISE

INVOICES COVERING SCREENINGS OR SCALPINGS OF GRAINS OR SEEDS

NOTE: In F. R. Doc. 44-10864, which appears on page 8288 of the issue for Saturday, July 22, 1944, all references to § 8.13 (j) should read § 8.13 (i).

TITLE 26—INTERNAL REVENUE

Chapter I—Bureau of Internal Revenue

Subchapter A—Income and Excess-Profits Taxes

[T. D. 5394]

GAIN OR LOSS UPON CUTTING OF TIMBER AND DISPOSAL OF TIMBER

Regulations 111, 103, 101, 94, 86, 77, 74, 69, 65, 62, 45, 33, and 33 (revised) amended to conform to sections 101 and 127 of the Revenue Act of 1943 relating to gain or loss upon the cutting of timber and upon certain disposal of timber.

In order to conform Regulations 111 [Part 29, Title 26, Code of Federal Regulations, Cum. Supp.], 103 [Part 19, Title 26, Code of Federal Regulations, 1940 Supp.], 101 [Part 9, Title 26, Code of Federal Regulations, 1939 Supp.], 94 [Part 3, Title 26, Code of Federal Regulations], and Regulations 86, 77, 74, 69, 65, 62, 45, 33, and 33 (revised) to sections 101 and 127 of the Revenue Act of 1943 (Public Law 235, 78th Congress), enacted February 25, 1944, such regulations are amended as follows:

PART 29—INCOME TAX; TAXABLE YEARS BEGINNING AFTER DECEMBER 31, 1941

PARAGRAPH 1. Section 29.113 (a) (14)-1 is amended by inserting at the end of the second paragraph the following new sentence: "However, see sections 117 (k) (1) and 117 (k) (2) with respect to the determination of loss upon timber which under the provisions of those sections is considered to be sold or exchanged."

PAR. 2. There is inserted immediately preceding § 29.117-1 the following:

SEC. 127. GAIN OR LOSS UPON THE CUTTING OF TIMBER. (Revenue Act of 1943, Title I.)

(a) *In general.* Section 117 (relating to capital gains and losses) is amended by inserting at the end thereof the following new subsection:

(k) *Gain or loss upon the cutting of timber.* (1) If the taxpayer so elects upon his return for a taxable year, the cutting of timber (for sale or for use in the taxpayer's trade or business) during such year by the taxpayer who owns, or has a contract right to cut, such timber (providing he has owned such timber or has held such contract right for a period of more than six months prior to the beginning of such year) shall be considered as a sale or exchange of such timber cut during such year. In case such election has been made, gain or loss to the taxpayer shall be recognized in an amount equal to the difference between the adjusted basis for depletion of such timber in the hands of the taxpayer and the fair market value of such timber. Such fair market value shall be the fair market value as of the first day of the taxable year in which such timber is cut, and shall thereafter be considered as the cost of such cut timber to the taxpayer for all purposes for which such cost is a necessary factor. If a taxpayer makes an election under this paragraph such election shall apply with respect to all timber which is owned by the taxpayer or which the taxpayer has a contract right to cut and shall be binding upon the taxpayer for the taxable year for which the election is made and for all subsequent years, unless the Commissioner, on showing of undue hardship, permits the taxpayer to revoke his election; such revocation, however, shall preclude any further elections under this paragraph except with the consent of the Commissioner.

(2) In the case of the disposal of timber (held for more than six months prior to such disposal) by the owner thereof under any form or type of contract by virtue of which the owner retains an economic interest in such timber, the difference between the amount received for such timber and the adjusted depletion basis thereof shall be considered as though it were a gain or loss, as the case may be, upon the sale of such timber.

(b) *Technical amendment.* Section 117 (j) (1) (relating to gains and losses from involuntary conversion and from the sale or exchange of certain property used in the trade or business) is amended by inserting at the end thereof the following: "Such term also includes timber with respect to which subsection (k) (1) or (2) is applicable".

(c) *Effective date.* A provision having the effect of section 117 (k) (2) of the Internal Revenue Code inserted by the amendment made by subsection (a) shall be deemed to be included in the revenue laws respectively applicable to taxable years beginning after February 28, 1913. The amendment made by subsection (b) shall be effective as if it were made by section 151 of the Revenue Act of 1942.

SEC. 101. TAXABLE YEARS TO WHICH AMENDMENTS APPLICABLE. (Revenue Act of 1943, Title I.) Except as otherwise expressly provided, the amendments made by this title shall be applicable only with respect to taxable years beginning after December 31, 1943.

PAR. 3. Section 29.117-7 is amended as follows:

(A) By changing the first paragraph after the heading to read as follows:

Section 117 (j) provides that the recognized gains and losses:

(a) From the sale, exchange, or involuntary conversion of property used in the trade or business of the taxpayer at the time of the sale, exchange, or involuntary conversion, held for more than six months, which is:

(1) Of a character subject to the allowance for depreciation provided in section 23 (l), or

(2) Real property,

Provided, That such property is not of a kind which would properly be includible in the inventory of the taxpayer if on hand at the close of the taxable year, or is not held by the taxpayer primarily for sale to customers in the ordinary course of trade or business, and

(b) From the involuntary conversion of capital assets held for more than six months, and

(c) From timber held for more than six months which is considered to have been sold under the provisions of section 117 (k) (2), and with respect to taxable years beginning after December 31, 1943, from timber owned or held under a contract right to cut for more than six months prior to the beginning of the taxable year which is considered to have been sold or exchanged under the provisions of section 117 (k) (1), regardless of whether such timber would be properly includible in the inventory of the taxpayer if on hand at the close of the taxable year or whether such timber was held by the taxpayer primarily for sale to customers in the ordinary course of his trade or business,

shall be treated as gains and losses from the sale or exchange of capital assets held for more than six months if the aggregate of such gains exceeds the aggregate of such losses. If the aggregate of such gains does not exceed the aggregate of such losses, such gains and losses shall not be treated as gains and losses from the sale or exchange of capital assets.

(B) By changing the first sentence of the fourth paragraph to read as follows:

Section 117 (j) does not apply to gains and losses on the sale, exchange, or involuntary conversion of any property which would properly be includible in the inventory of the taxpayer if on hand at the close of the taxable year, or which is held by the taxpayer primarily for sale to customers in the ordinary course of his trade or business, but not including as such property timber which is considered to have been sold or exchanged as provided in section 117 (k) (1) or which has been sold as provided in section 117 (k) (2).

PAR. 4. There is inserted immediately following § 29.117-7 the following new section:

§ 29.117-8 *Gain or loss upon the cutting and disposal of timber*—(a) *Gain or loss upon the cutting of timber*—(1) *Election to consider cutting as a sale or exchange.* With respect to a taxable year beginning after December 31, 1943, a taxpayer who has owned, or has held a contract right to cut, timber for a period of more than six months prior to the beginning of such taxable year may elect under section 117 (k) (1) to consider the cutting of such timber during such year for sale or for use in the taxpayer's trade or business as a sale or exchange of the timber so cut. Such election must be made by the taxpayer in its income tax return for the taxable year, and cannot be made thereafter. The election shall take the form of a computation in the return under the provisions of section 117 (k) (1) and section 117 (j).

The election provided by section 117 (k) (1) need not be made with respect to the first taxable year of the taxpayer beginning after December 31, 1943, to which the provisions of such section are applicable. Such election may be made for any taxable year beginning after December 31, 1943, to which the provisions of section 117 (k) (1) are applicable.

The election made under the provisions of section 117 (k) (1) shall be applicable with respect to all timber which was owned by the taxpayer or which the taxpayer had a contract right to cut, and the cutting of timber, whether or not actually sold or exchanged, shall be considered to be a sale or exchange, except that timber which is not cut for sale or for use in the taxpayer's trade or business and timber which was held for a period of not more than six months prior to the beginning of the taxable year shall not be considered to have been sold or exchanged upon the cutting thereof. If an election has been made under the provisions of section 117 (k) (1), such election shall be binding upon the taxpayer not only for the taxable year for which the election is made but also for all subsequent taxable years, unless the Commissioner on showing by the taxpayer of undue hardship permits the taxpayer to revoke his election for such subsequent taxable years. Such election shall apply with respect to all timber which the taxpayer has owned, or has had a contract right to cut, for a period of more than six months prior to the beginning of a subsequent taxable year and which was cut for sale or for use in the taxpayer's trade or business, whether such timber or contract right was acquired prior or subsequent to the election. If the taxpayer has revoked his election, such revocation shall preclude any further elections by the taxpayer under section 117 (k) (1), except with the consent of the Commissioner.

(2) *Computation of gain or loss.* If the cutting of timber is considered as a sale or exchange pursuant to an election made under the provisions of section 117 (k) 1, gain or loss shall be recognized to the taxpayer in an amount equal to the difference between the adjusted basis for depletion in the hands of the taxpayer of the timber which has been cut during the taxable year and the fair market value of such timber as of the first day of the taxable year in which such timber is cut. The adjusted basis for depletion of such cut timber shall be based upon the number of units of timber cut during the taxable year which are considered to be sold or exchanged and upon the depletion unit of the timber in the timber account or accounts pertaining to the timber cut, and shall be computed in the same manner as is provided in § 29.23 (m)-21 with respect to the computation of the allowance for depletion.

The fair market value of the timber as of the first day of the taxable year in which such timber is cut shall be determined, subject to approval or revision by the Commissioner upon examination of the taxpayer's return, by the taxpayer electing to apply the provisions of section 117 (k) (1) in the light of the most reliable and accurate information available with reference to the condition of the property as it existed at that date, regardless of all subsequent changes, such as changes in surrounding circumstances, in methods of exploitation, in degree of utilization, etc. The value sought will be the selling price, assuming a transfer between a willing seller and a willing buyer as of that particular day. Due consideration will be given to the factors and the principles involved in the determination of the fair market value of timber as described in § 29.23 (m)-25.

The fair market value as of the beginning of the taxable year of the timber cut during such year shall be considered to be the cost of the timber which was cut, in lieu of the actual cost or other basis of such timber, for all purposes for which such cost is a necessary factor. Thus if the products of the timber cut during a taxable year were sold during such year, the fair market value as

of the beginning of such taxable year of the timber cut during the year shall be used in computing the depletion unit and the allowance for depletion as provided in § 29.23 (m)–21. This is also the rule in case the products of the timber cut during one taxable year with respect to which an election has been made under section 117 (k) (1) are sold during a subsequent taxable year, whether or not the election provided in section 117 (k) (1) is applicable with respect to such subsequent year. If the products of the timber cut during a taxable year with respect to which an election under section 117 (k) (1) was made were not sold during such year and are included in inventory at the close of such year, the fair market value as of the beginning of the year of the timber cut during the year shall be used in lieu of the actual cost of such timber in computing the closing inventory for such year and the opening inventory for the succeeding year. With respect to the costs applicable in the determination of the amount of such inventories there shall be included the fair market value of the timber cut, the costs of cutting, logging, and all other expenses incident to the cost of converting the standing timber into the products in inventory. See § 29.22 (c)–3. The fact that the fair market value as of the first day of the taxable year in which the timber is cut is deemed to be the cost of such timber shall not preclude the taxpayer from computing its inventories upon the basis of cost or market, whichever is lower, if such is the method used by the taxpayer. Nor shall it preclude the taxpayer from computing its inventories under the elective method provided by section 22 (d) if such section is applicable to, and has been elected by, the taxpayer.

For any taxable year beginning after December 31, 1943, for which the cutting of timber is considered to be a sale or exchange of such timber under section 117 (k) (1), the timber so cut shall be considered as property used in the trade or business for the purposes of section 117 (j) along with other property of the taxpayer used in the trade or business as defined in section 117 (j) (1). Whether the gain or loss considered to have resulted from the cutting of the timber will be considered to be gain or loss resulting from the sale or exchange of capital assets held for more than six months depends upon the application of section 117 (j) to the taxpayer for the taxable year. See § 29.117–7.

In case the products of the timber are sold after cutting, either in the form of logs or lumber or in the form of a manufactured product, the income from such actual sale shall be considered ordinary income. In determining the cost of the products so sold, the cost of the timber shall be computed pursuant to the provisions of section 117 (k) (1).

(b) *Gain or loss upon the disposal of timber under cutting contract.* If a taxpayer disposes of timber under any form or type of contract whereby he retains an economic interest in such timber, the disposal under the contract shall be considered to be a sale of such timber. The difference between the amounts received for the timber in any taxable year and the adjusted basis for depletion of the timber with respect to which the amounts were so received shall be considered to be a gain or loss upon the sale of such timber for such year. If the taxpayer owned the timber for a period of more than six months prior to the date of such contract, for the purposes of section 117 (j) such timber shall be considered to be property used in the trade or business for the taxable year for which it is considered to have been sold, along with other property of the taxpayer used in the trade or business as defined in section 117 (j) (1). Whether gain or loss resulting from the disposition of the timber which is considered to have been sold will be deemed to be gain or loss resulting from the sale of a capital asset held for more than six months will depend upon the application of section 117 (j) in the case of the taxpayer.

PART 19—INCOME TAX UNDER THE INTERNAL REVENUE CODE

PAR. 5. Section 19.113 (a) (14)–1 is amended by inserting at the end of the second paragraph the following new sentence: "However, see section 117 (k) (2) with respect to the determination of loss upon timber which under the provisions of that section is considered to be sold."

PAR. 6. There is inserted immediately preceding § 19.117–1 the following:

SEC. 127. *Gain or loss upon the cutting of timber.* (Revenue Act of 1943, Title I.)

(a) *In general.* Section 117 (relating to capital gains and losses) is amended by inserting at the end thereof the following new subsection:

(k) *Gain or Loss Upon the Cutting of Timber.* • • •

(2) In the case of the disposal of timber (held for more than six months prior to such disposal) by the owner thereof under any form or type of contract by virtue of which the owner retains an economic interest in such timber, the difference between the amount received for such timber and the adjusted depletion basis thereof shall be considered as though it were a gain or loss, as the case may be, upon the sale of such timber.

• • • • •

(c) *Effective date.* A provision having the effect of section 117 (k) (2) of the Internal Revenue Code inserted by the amendment made by subsection (a) shall be deemed to be included in the revenue laws respectively applicable to taxable years beginning after February 28, 1913. • • •

PAR. 7. There is inserted immediately following § 19.1177, as added by Treasury Decision 5217, approved January 19, 1943, the following new section.

§ 19.117–8 *Gain or loss upon the disposal of timber under cutting contract.* If a taxpayer disposes of timber under any form or type of contract whereby he retains an economic interest in such timber, the disposal under the contract shall be considered to be a sale of such timber. The difference between the amounts received for the timber in any taxable year and the adjustable basis for depletion of the timber with respect to which the amounts were so received shall be considered to be a gain or loss upon the sale of such timber for such year. The holding period of such timber shall be measured by reference to the date of the contract of disposition.

PART 3—INCOME TAX UNDER REVENUE ACT OF 1936

PART 9—INCOME TAX UNDER REVENUE ACT OF 1938

PAR. 8. Regulations 101 and prior income tax regulations applicable to taxable years beginning after February 28, 1913 are amended by incorporating therein a provision having the effect of section 117 (k) (2) and provisions having the effect of § 19.117–8 of Regulations 103 and the amendment to § 19.113 (a) (14)–1 of Regulations 103 made by this Treasury decision to the extent necessary to accord with that portion of section 127 of the Revenue Act of 1943 relating to section 117 (k) (2) of the Internal Revenue Code.

(53 Stat. 32; 26 U. S. C. 62) and corresponding provisions of prior internal revenue laws, and Secs. 101 and 127, Rev. Act of 1943 (Pub. Law 235, 78th Cong.) enacted Feb. 25, 1944.)

HAROLD N. GRAVES,
Acting Commissioner of Internal Revenue.

Approved: July 27, 1944.

HERBERT E. GASTON,
Acting Secretary of the Treasury.

[F. R. Doc. 44–11234; Filed, July 28, 1944; 10:56 a. m.]

TITLE 32—NATIONAL DEFENSE

Chapter IX—War Production Board

Subchapter B—Executive Vice-Chairman

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 2, Revocation of Inventory Direction 11]

AIRCRAFT ALUMINUM EXTRUSIONS

Section 3175.111 *Inventory Direction 11 to CMP Regulation 2* is hereby revoked effective November 30, 1944. After that date Inventory Direction 11 shall be of no force or effect.

Advance notice of this revocation is hereby given so that users of aircraft aluminum extrusions may, if necessary, have ample time to reschedule in an orderly manner their outstanding purchase orders of these items.

All users of aircraft aluminum extrusions will be subject to the 60 day inventory limitation stated in paragraph (b) (1) of CMP Regulation 2 and all other inventory restrictions provided in that regulation on and after December 1, 1944.

Issued this 28th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–11244; Filed, July 28, 1944; 11:31 a. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 2, Revocation of Inventory Direction 14]

ALUMINUM FORGINGS, PRESSINGS, UPSETTINGS AND IMPACT EXTRUSIONS

Section 3175.114 *Inventory Direction 14 to CMP Regulation 2* is hereby revoked effective December 31, 1944. After that date Inventory Direction 14 shall be of no force or effect.

Advance notice of this revocation is hereby given so that users of aluminum forgings, pressings, upsettings and impact extrusions may, if necessary, have ample time to reschedule in an orderly manner their outstanding purchase orders for those items.

All users of aluminum forgings, pressings, upsettings and impact extrusions will be subject to the 60 day inventory limitation stated in paragraph (b) (1) of CMP Regulation 2 and all other inventory restrictions provided in that regulation on and after January 1, 1945.

Issued this 28th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–11245; Filed, July 28, 1944; 11:31 a. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 2, Inventory Direction 18]

AIRCRAFT ALUMINUM RIVETS

§ 3175.118 *Inventory Direction 18.* Pursuant to paragraph (b) (2) of CMP Regulation 2, *It is hereby ordered,* That:

During the period between July 1, 1944 and December 31, 1944, users of controlled materials may accept deliveries of aircraft aluminum rivets, for use in the production of aircraft and components thereof, in excess of the limitations stated in paragraph (b) (1) of CMP Regulation 2. However, during that period of time such persons are required to schedule their receipts of aircraft aluminum rivets in such manner that by December 31, 1944 their inventories will be within all of the inventory limitations stated in CMP Regulation 2.

The purpose of this direction is to provide a period of time for users to accomplish an orderly reduction of their inventories of aircraft aluminum rivets to practicable minimum working levels.

Issued this 28th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–11246; Filed, July 28, 1944; 11:32 a. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 2, Inventory Direction 19]

ALUMINUM AND ALUMINUM ALLOY EXTRUDED SHAPES

§ 3175.119 *Inventory Direction 19 under CMP. Regulation 2.* Pursuant to paragraph (b) (2) of CMP Regulation 2, *It is hereby ordered,* That:

Users of aluminum and aluminum alloy extruded shapes who place orders for those items under the provisions of Direction 33 to CMP Regulation 1, may accept deliveries of the smallest of the following amounts of the particular extruded shapes notwithstanding the inventory restrictions stated in CMP Regulation 2:

(1) A six months' supply of the particular extruded shape;

(2) A quantity of the particular extruded shape sufficient to complete a contract; or

(3) The following quantities of the particular extruded shape;

Wt. of individual extruded shape per linear foot:	*Minimum pounds*
Up to ¼ lb. inclusive per foot	100
Over ¼ lb. to 1 lb. inclusive per foot	200
Over 1 lb. to 2 lbs. inclusive per foot	350
Over 2 lbs. to 4 lbs. inclusive per foot	500
Over 4 lbs. to 8 lbs. inclusive per foot	750
Over 8 lbs. per foot	1000

The purpose of this inventory direction is to permit the acceptance of delivery of the minimum quantities which consumers are permitted to order from producers under Direction 33 to CMP Regulation 1.

Issued this 28th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–11247; Filed, July 28, 1944; 11:32 a. m.]

PART 3208—SCHEDULED PRODUCTS

[General Scheduling Order M–293, Direction 1 to Table 4]

PURCHASERS OF INTERNAL COMBUSTION ENGINES OR COMPONENTS TO FURNISH MANUFACTURERS INFORMATION REGARDING USE OF ENGINES AND COMPONENTS

The following direction is issued pursuant to Table 4 of General Scheduling Order M–293:

The demand for internal combustion engines and engine components, the shipments of which are scheduled under War Production Board General Scheduling Order M–293, Table 4, is so large that it is necessary for the War Production Board to determine the relative urgency of shipments to be made by each manufacturer of these products. In many instances the manufacturer does not have the necessary information in sufficient detail to inform the War Production Board as to the end use of the engines or components, as this information is known only to the purchaser and sometimes only to the customer of that purchaser. Unless purchase orders already placed and also future orders are properly identified, the War Production Board may be compelled to postpone delivery by the manufacturer or remove the orders entirely from the manufacturer's shipping schedule.

Consequently, in order that each manufacturer of internal combustion engines or their components may be in a position to furnish the War Production Board with the required information, all purchasers of any product listed on Order M–293, Table 4, are directed to furnish immediately to the manufacturer of the product the following information in respect to the items he has ordered:

1. The specific use the purchaser will make of the engine or component: for example—tractor, generator, pump, truck, combine, truck replacement, etc.

2. The program or project for which the engine or component is required: for example—farm machinery, advanced Naval base, heavy truck, truck replacement, etc.

3. Government contract number (if any) identifying the prime contract placed by the claimant agency for such program or project: for example, W–04–353–Eng–339 (this indicates Army Engineer Corps—Contract No. 339). NOBs–1161 (this indicates Navy-Bureau of Ships—Contract No. 1161).

4. The claimant agency sponsoring the program or project; for example:— the Army, Navy, War Food Administration, Office of Defense Transportation, etc.

The foregoing information must also be furnished by purchasers in respect to all future orders for any product listed on Order M-293, Table 4, at the time the orders are given the manufacturer. In giving the information, purchasers should furnish a separate statement for purchase orders involving different programs or covered by more than one government contract number.

If the purchaser of the product does not have any part of the foregoing information, he may get it from his customer and the customer likewise, if he does not have the information, may get it from his customer.

This reporting requirement has been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 28th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-11248; Filed, July 28, 1944; 11:32 a. m.]

PART 3270—CONTAINERS

[Limitation Order L-197, as Amended July 28, 1944]

STEEL SHIPPING DRUMS

§ 3270.15 *Limitation Order L-197*— (a) *Definitions.* For the purpose of this order:

(1) "Drum" means any single-walled cylindrical or bilged container with a capacity of 132 gallons or less (including but not limited to buckets, kits and pails) constructed wholly of steel. It does not include cans as defined in Order M-81, high or low pressure gas steel cylinders, storage tanks, or any container not usable commercially for transporting commodities.

(2) "Used drum" means any drum which has been used for shipping, storage or intra-plant transfer of products. The affixing of ends or other parts to used drums shall not cause them to be regarded as new drums.

(3) "New drum" means any drum which is not a used drum and includes rejects or seconds.

(4) "Reject or second" means any newly manufactured drum which cannot be used for the purpose for which it was intended due to some defect in it.

(5) "Industrial order" means any purchase order for or contract to buy a commodity except one placed by, or to be shipped directly to the Army, Navy, Aircraft Resources Control Office, Maritime Commission or War Shipping Administration, or one placed by any United States Government Agency when operating under Lend-Lease.

(6) "Class of Commodity" means any one of the numbered items listed in Schedule A.

Restriction on New Drums

(b) *Restriction against manufacture, sale or delivery.* No person shall manufacture, sell or deliver any new drums which he has reason to believe will be accepted or used in violation of the terms of this order.

(c) *Restriction against acceptance or use.* No person shall accept delivery of or use a new drum for packing any commodity listed in Schedule B to fill an industrial order. This restriction shall not apply to a person who has received a license from the Foreign Economic Administration for the export of the commodity to be packed in drums to the extent of the license granted. Where a specific commodity is listed in Schedule B, the provisions of this paragraph apply even though the general class under which the commodity may be included has a quota under Schedule A.

(d) *Quota restrictions.* (1) No person shall, during any calendar quarter, unless specifically authorized by the War Production Board in accordance with paragraph (d) (2):

(i) Use a greater tonnage of new drums for the packing of any class of commodities listed in Schedule A for industrial orders than 95% of the tonnage of new drums he used for that class of commodities for industrial orders in the corresponding quarter of 1943;

(ii) Use more new drums for purposes other than packing commodities (such as drums to be used entirely within the plant or installed as integral parts of other equipment) than he used for the same purpose in the corresponding quarter of 1943.

(2) Application for authorization to establish a quota or exceed the quota established in paragraph (d) (1) shall be made by filing Form WPB 3770 in quadruplicate. Such applications will be considered only on the basis of essential need for, and the supply of new drums, and the availability of used or substitute containers.

(3) As an alternative to basing his packing quota for any quarter upon the usage of new drums in the corresponding quarter of 1943 as provided in paragraph (d) (1), a person may determine his packing quota for any class of commodities for any quarter by taking 23¾% of his total usage of new drums for packing that class of commodities for industrial orders during 1943. A person may not change his method of computing his packing quotas in the course of any calendar year.

(4) Where a commodity is listed in Schedule A with a quota based on previous packing in fibre drums during 1943, any person who packed the commodity in fibre drums during 1943 may in any calendar year pack in new steel drums the designated percentage of the quantity of that commodity that he packed in fibre drums in 1943 in addition to his packing quota for that commodity provided for in paragraph (d) (1).

(5) No person shall use any part of a quota given to him to pack one class of commodities to pack another class of commodities.

(6) Any person who has any part of his packing quota for a class of commodities left over from one calendar quarter may use it to pack that class of commodities in the next calendar quarter. He may also borrow up to 25% of the next quarter's quota for that purpose.

(7) The quota restrictions in this order shall apply to all new drums used for packing commodities for industrial orders beginning with May 15, 1944. For the period from May 15, 1944 to July 1, 1944, a person's quota based on usage of steel drums under paragraph (d) (1) shall be one-half of what his quota would have been for the second quarter of 1944 under the terms of this order. For the period from May 15, 1944 to December 31, 1944, a person's quota based on usage of fibre drums under paragraph (d) (4) shall be five-eighths of what it would have been for the calendar year of 1944 under the terms of this order. All authorizations issued prior to May 27, 1944, shall be null and void after May 27, 1944, when the quota restrictions go into effect.

(8) Whenever a quota is given to a person based on use of new drums for packing a product, the quota shall belong to the person who owned the drums (steel or fibre) whether he packed them himself or had someone pack them for him. A person who packed drums in the base period owned by someone else does not have a quota based on packing those drums as that quota belongs to the person who owned the drums and for whose account the packing was done. An exception to this rule as to quota is made in the case of foreign petroleum operators operating under authorization from The Petroleum Administration for War on Form WPB 743. The quota in such cases shall belong to the person who obtained the authorization for the drums for export under that form, and the person who packs for him, whether he buys the drums or not, shall not be entitled to a quota based upon such packing.

A person who has a quota under the provisions of this paragraph may either pack the commodity himself or have someone else pack it for him. When someone else packs it for him, it shall be chargeable to his quota and not to the quota of the person who packs it for him. a person who packs a commodity for an other, to be charged against the latter's quota, must receive a statement from such person that the packing of that commodity is within his quota under the order.

(e) *Inventory restrictions.* No person shall, at any time, accept delivery of any new drum which will increase his total inventory of that type or size of new drum to more than his requirements for the following sixty-day period or will increase his total inventory of all types and sizes of new drums to more than one and one-half carloads, whichever is the greater. This restriction does not apply to the Army, Navy, Aircraft Resources Control Office, Maritime Commission or War Shipping Administration.

Restrictions on Used Drums

(f) *Prohibition on use.* No person shall pack in used drums for industrial orders a commodity which is listed in Schedule B without an asterisk. This restriction shall not apply to a person who has received a license from the Foreign Economic Administration for the export of the commodity to be packed in used drums to the extent of the license granted. Any other commodity not appearing on Schedule B or listed there with an asterisk may be packed in used drums without limitation.

(g) *Prohibition on sale or delivery.* No person shall sell or deliver any used drum which he knows or has reason to believe will be accepted or used in violation of the terms of this order.

(h) *Restrictions.* (1) No person shall sell or deliver any empty drum which was packed with an edible product the last time it was used, and which is capable of being reused for the same purpose, if he knows or has reason to believe that it will be used for packing inedible products.

(2) No person shall sell or deliver any empty drums which were packed with a naval store product the last time it was used, and which is capable of being reused for the same purpose, if he knows or has reason to believe that it will be used for packing anything other than naval store products. Naval store products as used in this paragraph means those materials which are directly derived from the oleo-resinous secretions of various species of coniferous trees; the term includes resins and liquid terpines, both crude and refined, special materials derived from these and such related products as tall oil and pine tars.

(i) *Exceptions.* Nothing in this order shall apply to the use of used drums (1) for storage purposes by any person having less than five drums in use for all purposes or (2) constructed wholly of lighter than 23 gauge steel.

(j) *Exception for packing molasses.* Notwithstanding the fact that molasses appears without an asterisk on Schedule B, packers of molasses may pack it in used steel drums owned by a farmer and packed on his order for his use for ensilage. The packer may rely upon a signed statement by the purchaser that he is a farmer, that he owns the steel drum which is to be filled and that the molasses is for his own use for ensilage. If he has knowledge of these facts, he may waive the signed statement.

Preference Ratings

(k) *Use of preference ratings.* No preference rating shall be applied to obtain delivery of new drums except a rating which has been specifically assigned for drums by the Army, Navy, Aircraft Resources Control Office, Maritime Commission, War Shipping Administration or to other persons pursuant to the authorization by the Maritime Commission under Form WPB 646 (formerly PD-300) for direct or ultimate delivery to them of drums either filled or empty.

(l) *Cancellation of ratings previously assigned.* Any order for new drums for which a rating of AA-3 or lower has been assigned before May 27, 1944 shall be considered an unrated order whether it was placed before or after May 27, 1944.

(m) *Certificate.* No person shall sell or deliver any new drums unless he receives a purchaser's certificate, signed manually or as provided in Priorities Regulation No. 7. This certificate shall be in substantially the form attached hereto as Exhibit A. Attention is called to the fact that this certificate, once filed by a purchaser with a supplier, covers all future deliveries from that supplier to that purchaser.

Miscellaneous Provisions

(n) *Reports.* Any person affected by this order shall file such reports and questionnaires as the War Production Board may request from time to time, subject to the approval of the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

(o) *Appeals.* Any appeal from the provisions of this order shall be filed on Form WPB 3770 in quadruplicate.

(p) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(q) *Communications.* All communications concerning this order shall, unless otherwise directed, be addressed to: War Production Board, Containers Division, Washington 25, D. C., Ref: L-197.

(r) *Approval by Bureau of the Budget.* The use of Form WPB 3770 has been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 28th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

EXHIBIT A—PURCHASER'S CERTIFICATE

The following certificate is to be delivered to each person from whom purchases of new drums are made. Such certificate shall cover all purchases, present and future.

The undersigned purchaser certifies, subject to criminal penalties for misrepresentation, that he is familiar with Order L-197 of the War Production Board, and that all purchases from you of steel drums, and the use of the same by the undersigned, will be in compliance with the order, as amended from time to time.

(Legal name of purchaser)

By _____
(Authorized official)

(Title of official)

(Address of purchaser)

SCHEDULE A

As provided in paragraph (d) a person may use new steel drums for each class of commodities listed below only to the extent of his packing quota for that class of commodities. Drum usage for one class of commodities may not be included in computing a person's packing quota for another class of commodities. Where no quota appears in Column 2 a person's quota for packing any class of commodities for industrial orders is 95% of his industrial usage of new steel drums in 1943. Quotas appearing in Column (2) are based on the quantity of the commodities which a person packed in the type of containers designated in the base year shown, and is in addition to the packing quota specified in paragraph (d) (1).

1. Commodity class and number	2. Quota based on previous use of other types of containers
CHEMICAL PRODUCTS	
1. Acids—dry	
2. Additives, oil and gasoline	
3. Alcohol & Solvents, including but not limited to: Specially denatured alcohol (except Item 2 in Schedule B) and chlorinated solvents.	
4. Aluminum chloride, anhydrous	
5. Anti-freeze	
6. Brake fluid	
7. Calcium carbide	
8. Catalysts, phosphoric acid type	
9. Caulking compounds and sealers, including but not limited to: glazing material, putty and fillers.	
10. Caustic soda, including caustic potash.	
11. Cements, and adhesives	
12. Coal tar solvents	
13. Disinfectants and germicides	
14. Dyestuffs, dry	
15. Dyestuffs, vat	
16. Explosives	
17. Fire extinguisher: liquid and powder.	
18. Insecticides and fungicides	
19. Intermediates, organic compounds not elsewhere listed, including Amines, Ethers, Ketones, Esters, Aromatics, alcohols, aldehydes and acids.	
20. Leather auxiliaries and processing compounds.	
21. Medicinals, human	
22. Medicinals, animal	
23. Naval stores, including but not limited to dipentene, pine oil, turpentine, except rosin.	

1. Commodity class and number	2. Quota based on previous use of other types of containers
CHEMICAL PRODUCTS—continued	
24. Paints, enamels and lacquers in clear, pigmented, semi-paste, paste or liquid form, including lead oxides in oil, colors in oil and oil stain, floor wax.	60% of quantity packed in fibre drums in 1943.
25. Peroxygen chemicals including chlorates, perchlorates, permanganates, solid peroxides.	
26. Petroleum solvents (as defined in M-150).	
27. Pitch or tar, including mineral filled, cutbacks, emulsions and road oils.	75% of quantity packed in fibre drums in 1943.
28. Plastic molding compounds.	
29. Plasticizers, other than rubber.	
30. Printing ink.	
31. Rosin.	100% of quantity packed in fibre drums in 1943.
32. Rubber cements.	
33. Rubber processing chemicals, including but not limited to plasticizers.	
34. Rust preventatives.	
35. Synthetic resins.	100% of quantity packed in fibre drums in 1943.
36. Sodium and zinc hydrosulphate.	
37. Sulphides, including but not limited to Sodium, potassium and carbon bisulphid.	
38. Textile auxiliaries and processing compounds.	
39. Varnish and varnish stain.	100% of quantity packed in fibre drums in 1943.
40. Vitamins.	
41. Zinc chloride.	
49. Other chemicals not in Schedule B.	
FOODS	
101. Greases, animal and vegetable.	
102. Oils, animal, fish, marine animal, vegetable and vitamin oils or any blend thereof.	
199. Other food product not in Schedule B.	
PETROLEUM PRODUCTS (AS DEFINED IN M-201 OR PDO-191	
201. Asphalt, including mineral filled, cut-backs, emulsions and road oils.	75% of quantity packed in fibre drums in 1943.
202. Fuel oil, kerosene, motor fuel, naphtha, solvents, insecticide base.	
203. Lubricating greases.	50% of quantity packed in fibre drums in 1943.
204. Lubricating oil.	
205. Microcrystalline wax.	
206. Petrolatum, USP grades.	
299. Other petroleum products not in Schedule B.	
MISCELLANEOUS PRODUCTS	
301. Abrasives.	
302. Metallic powders and pastes.	
303. Refractories.	
304. Other miscellaneous products not in Schedule B.	

SCHEDULE B

Item 58 deleted July 28, 1944.

As provided by paragraphs (c) and (f), commodities listed below without an asterisk may not be packed in any steel drum, and commodities listed below with an asterisk may not be packed in new drums or in rejects or seconds, but may be packed in used drums.

1. Acid, succinic
2. *Alcohol, specially denatured (except anhydrous grades and the following formulas: #13A, #19, #20, #32, and #42)
3. Aluminum sulphate
4. Ammonia alum
5. Ammonium bicarbonate
6. Ammonium chloride
7. Ammonium nitrate, dry
8. Ammonium phosphates
9. Balsam copaiba
10. Bath salts
11. Bird seed
12. Boiler compounds, dry
13. Borax
14. Boric acid
15. Calcimine
16. Calcium carbonate
17. Calcium chloride
18. Calcium hydroxide
19. Calcium oxide
20. Calcium phosphates
21. Casein paints, dry
22. Cement paint, dry
23. Charcoal
24. Citric acid
25. Colors, inorganic dry
26. *Compounds, solid and semi-solid with a melting point of 65 degrees F. or above, used in cooking, including but not limited to mixtures of lard and hydrogenated oils.
27. Copper oxide
28. Copper sulphate, basic
29. Dairy products
30. Fatty acids (having a melting point of higher than 42 degrees C.)
31. Flour
32. Food products, cold pack and frozen
33. *Formaldehyde
34. Fruit juices
35. Fruits-brine
36. Fruits and peels, glace
37. Furniture polish
38. *Fuse powder, black, sporting powder, "A" blasting powder, and all other potassium nitrate black powder.
39. Gelatin
40. Glue, dry (animal and vegetable)
41. Hexamethylenetetramine
42. *Hydrogenated oils with a melting point of 65 degrees F. or above, including but not limited to shortening.
43. *Indigo paste
44. Jellies, jams and preserves
45. Kraut
46. *Lanolin and wool grease
47. *Lard
48. Lime
49. Linseed oil meal
50. Lithopone
51. Magnesium chloride $6H_2O$
52. Magnesium oxide
53. Meats
54. Molasses
55. Oil, crude petroleum
56. Olives
57. Paints, dry powder, including but not limited to those bound with glue, soya protein casein and cement
58. [Deleted July 28, 1944.]
59. Paradichlorobenzene
60. Paste, wall paper
61. Patching plaster
62. Pectin
63. *Petrolatum (except USP grades)
64. Pickles
65. *Pine tar
66. Potash alum
67. Potassium bicarbonate
68. Potassium carbonate
69. Sand
70. Scouring cakes and powder
71. Shellac
72. Silicate of soda, dry, ortho silicate, meta silicate, sesqui or mixture thereof
73. Soap, dry
74. Soda alum
75. Soda ash
76. Sodium aluminate
77. Sodium bicarbonate
78. Sodium bisulfate
79. Sodium chloride
80. *Sodium lactate
81. Sodium metaborate
82. Sodium nitrate
83. Sodium nitrite
84. Sodium perborate
85. Sodium phosphates
86. Sodium sesquicarbonate
87. Starches, dry
88. Sweeping compounds
89. Syrup, corn
90. *Syrup, mixed and unmixed (except corn syrup)
91. *Tallow
92. Vegetables—brine
93. Vinegar
94. Water
95. Wax, except floor wax and microcrystalline wax
96. Zeolite

INTERPRETATION 1

STEEL SHIPPING DRUMS; APPEALS GRANTED BEFORE MAY 27, 1944 NOT CANCELLED

Authorization by the War Production Board was required for delivery and acceptance of delivery of new drums under Order L-197 prior to May 27, 1944, but is no longer required under the order as amended on that date. Paragraph (d) (7) declaring all authorizations null and void after May 27, 1944 does not invalidate appeals granted before that date. An appeal is a request for permission to use a new or used drum for packing a product listed without an asterisk in Schedule A of the old order or to use a new drum to pack a product listed with a single asterisk. [Issued June 19, 1944.]

[F. R. Doc. 44-11249; Filed, July 28, 1944; 11:31 a. m.]

PART 3285—LUMBER AND LUMBER PRODUCTS

[Order L-335, Direction 12]

SPECIAL AUTHORIZATION NEEDED TO GET LUMBER FOR CERTAIN PRIVATELY FINANCED DWELLING PROJECTS

The following direction is issued pursuant to Order L-335:

(a) *Whom this direction applies to.* This direction applies to any Class II Consumer who has been authorized to construct a privately financed dwelling as a result of having filed Form WPB-2896 (formerly PD-105). It also applies to any person that will need to receive authority on Form WPB-2896, as revised July 7, 1944, to construct a privately financed dwelling. This direction does not apply to privately financed dwelling projects which involve only (1) remodeling, conversion, alteration, installation of new equipment only, or repair of existing structures; and (2) the completion of new structures in a project which has been previously authorized but which does not require the delivery of more than 1,000 board feet of lumber after September 1, 1944.

(b) *What this direction does.* This direction forbids a Class II Consumer who needs lumber to construct a privately financed dwelling to use a certification on orders requesting the delivery of lumber after September 1, 1944 unless he has been authorized by the Federal Housing Administration to receive the lumber required for that project. This does not apply to the types of projects excepted in paragraph (a) above or to projects which can be constructed without filing form WPB-2896.

(c) *Privately financed dwelling projects for which Form WPB 2896 (formerly PD-105) has been filed.* A Class II Consumer who needs to receive lumber for a privately financed housing project that has been approved by the Federal Housing Administration as a result of having filed Form WPB-2896 (formerly PD-105) other than the July 7, 1944 revision of Form WPB-2896, is forbidden to use the certification prescribed in paragraph (q) (1) of Order L-335 on an order requesting the delivery of lumber after September 1, 1944 for such a project unless he has received from the Federal Housing Administration an authorization on Form WPB-2896.1 to receive the lumber. This does not apply to the exceptions referred to in paragraph (a) above. Application Form WPB-2896.1 may be obtained from a field office of the Federal Housing Administration. It must be executed in accordance with the instructions on the form and filed with the same field office of the Federal Housing Administration that Form WPB-2896 (formerly PD-105) was filed when the project was originally authorized.

(d) *Privately financed dwelling projects for which Form WPB-2896 as revised July 7, 1944 is required.* A person who needs to receive lumber for a privately financed housing project which is approved on Form WPB-2896 as revised July 7, 1944 is not required to file Form WPB-2896.1 as the revised version of Form WPB-2896 requires the applicant to report his lumber requirements for that project and the approval of the project by the Federal Housing Administration carries with it the authority to receive the lumber required for that project. A person filing the revised form of WPB-2896 should only report the lumber that he will need to receive after August 31, 1944 and his lumber requirements for the third quarter in 1944 should only show the amount he needs for the month of September 1944.

(e) *Receipts of lumber may not be had prior to the quarter in which receipt is authorized.* A Class II consumer receiving an authorization on either Form WPB-2896.1 or Form WPB-2896 as revised July 7, 1944 may not receive lumber prior to the beginning of the quarter in which he is authorized on the form to receive the lumber.

(f) *Receipts of lumber after calendar quarter in which receipts are authorized.* A person receiving an authorization on either Form WPB-2896.1 or Form WPB-2896 as revised July 7, 1944 to receive lumber in a calendar quarter may receive that lumber in any succeeding calendar quarter if it is required to complete the authorized project but he may not receive more lumber than is actually required for that project.

(g) *Additional authorizations and return of authorizations.* A Class II consumer who needs to receive more lumber than he has been authorized on either Form WPB-2896.1 or Form WPB-2896 as revised July 7, 1944, may file an amended application for an additional amount of lumber. Amended applications should be on the same type of form as was used in making the original application. If he finds that he will not need as much lumber as authorized by the form, he must notify the Federal Housing Administration on Form WPB-3773 of the amount of lumber he does not need and has not received and must cancel or reduce his outstanding delivery orders accordingly.

(h) *Certification of delivery orders and use of ratings.* Any Class II consumer that has been authorized on either Form WPB-2896.1 or Form WPB-2896 as revised July 7, 1944 to receive a stated quantity of lumber must certify his purchase orders, sales tickets, or other orders requesting the delivery or transfer of that lumber in accordance with the instructions contained in paragraph (q) of Order L-335. If such a consumer has been authorized on Form WPB-2896 to construct a privately financed housing project but has not received an authorization on Form WPB-2896.1 or Form WPB-2896 as revised July 7, 1944 to receive lumber for that project he is forbidden to place a certification on orders he places to obtain lumber for that project. This provision does not apply to the exceptions stated in paragraph (a) of this direction.

Issued this 28th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-11250; Filed, July 28, 1944; 11:31 a. m.]

PART 3290—TEXTILE, CLOTHING AND LEATHER [1]

[Conservation Order M-284, as Amended July 26, 1944]

FLAX FIBER

Section 3290.226 [1] *Conservation Order M-284* is amended to read as follows:

§ 3290.226 [1] *Conservation Order M-284*—(a) *Definition.* For the purposes of this order:

"Flax" means any form of fiber derived from the flax plant (linum usitatissimum), wherever grown, when grown for fiber purposes as distinguished from seed purposes.

(b) *Reports.* (1) All processors and owners of flax, having 500 pounds or more at any time during a calendar month, shall file a report monthly, not later than the tenth day of the following month, on Form WPB-914. The reporting requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(2) All reports required to be filed under, and all communications concerning this order, shall be addressed to the War Production Board, Textile, Clothing & Leather Bureau, Washington 25, D. C., Ref. M-284.

(c) *Applicability of regulations.* This order and all transactions affected hereby are subject to all applicable War Production Board regulations, as amended from time to time.

(d) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of or from processing or using materials under priority control and may be deprived of priorities assistance.

Issued this 28th day of July 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-11251; Filed, July 28, 1944; 11:32 a. m.]

[1] Formerly Part 3182, § 3162.1.

Chapter XI—Office of Price Administration

PART 1448—EATING AND DRINKING ESTABLISHMENTS

[Rev. Restaurant MPR 5-2]

FOOD AND DRINKS SOLD FOR IMMEDIATE CONSUMPTION IN HOUSTON, TEX., DISTRICT

Maximum Price Regulation No. 5-2 is redesignated Revised Maximum Price Regulation No. 5-2 and is revised and amended to read as follows:

In the judgment of the Houston, Texas District Director of Region V the prices of food and beverages sold for immediate consumption in the Houston District as described in this regulation have risen, and are threatening further to rise, to an extent and in a manner inconsistent with the purpose of the Emergency Price Control Act of 1942, as amended, and Executive Orders 9250 and 9328.

In the judgment of the District Director of the Houston, Texas District, the maximum prices established by this regulation are generally fair and equitable and are necessary to and will check inflation and effectuate the purposes of the act. So far as practicable, the District Director of the Houston, Texas District gave due consideration to prices prevailing between October 1 and 15, 1941, and consulted with the representatives of those affected by this regulation.

A statement of the considerations involved in the issuance of this regulation, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Therefore, in accordance with the direction of the President to take action which will stabilize prices affecting the cost of living, and under the authority therewith delegated by the President pursuant to the Act of Congress approved October 2, 1942, entitled "An Act to Aid in Stabilizing the Cost of Living" (7 F.R. 7565), 77th Congress, Second Session, and under the authority of Executive Order 9250, Executive Order 9328, and the Emergency Price Control Act of 1942, the District Director of the Houston, Texas District hereby issues this Revised Restaurant Maximum Price Regulation No. 5-2, establishing as maximum prices for food and drink sold for immediate consumption the prices prevailing therefor during the seven-day period beginning April 4, 1943, and ending April 10, 1943.

§ 1448.402 *Maximum prices for food and drink sold for immediate consumption.* Under the authority vested in the District Director of the Houston, Texas District by the Emergency Price Control Act of 1942, as amended, Executive Order 9250, Executive Order 9328, and General Order No. 50 issued by the Office of Price Administration Revised Restaurant Maximum Price Regulation No. 5-2 (Food and Drink Sold for Immediate Consumption), which is annexed hereto and made part hereof, is hereby issued.

AUTHORITY: § 1448.402 issued under Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.

*Copies may be obtained from the Office of Price Administration.

REVISED RESTAURANT MAXIMUM PRICE REGULATION NO. 5-2—FOOD AND DRINK SOLD FOR IMMEDIATE CONSUMPTION

Sec.

1. Sales at higher than ceiling prices prohibited.
2. How you figure ceiling prices for food items and meals you offered in the seven-day period from April 4, 1943, to April 10, 1943.
3. How you figure ceiling prices for food items and meals you did not offer in the seven-day period.
4. How you figure your prices for seasonal items.
5. No ceiling prices for any food item or meal to be higher than the highest ceiling price for a food item or meal of the same class in the base period.
6. Substitution of food items in meals.
7. Prohibition against manipulation of meal offerings.
8. Evasion.
9. Rules for new proprietors.
10. Seasonal eating and drinking places.
11. Taxes.
12. Records.
13. Posting.
14. Operation of several places.
15. Relation to other maximum price regulations.
16. Geographical application.
17. Enforcement.
18. Exempt sales.
19. Adjustments.
20. Definitions and explanations.
21. Classes of food items and meals.
22. Special orders.
23. Licensing.
24. Revocation.

SECTION 1. *Sales at higher than ceiling prices prohibited.* If you own or operate a restaurant, hotel, cafe, bar, delicatessen, soda fountain, boarding house, or any other eating or drinking place, you must not offer or sell any "food item" (including any beverage) or "meal" at a price higher than the ceiling price which you figure according to the directions in the next two sections (sections 2 and 3). You may, of course, sell at lower than ceiling prices.

SEC. 2. *How you figure ceiling prices for food items and meals you offered in the seven-day period from April 4, 1943, to April 10, 1943.* Your ceiling price for any food item or meal which you offered in the seven-day period beginning Sunday, April 4, 1943, and ending Saturday, April 10, 1943, is the highest price at which you offered the same food item or meal in that seven-day period.

SEC. 3. *How you figure ceiling prices for food items and meals you did not offer in the seven-day period.* You must figure your ceiling price for a food item or meal which you did not offer during the seven-day period as follows:

(a) If you offered the same food item or meal at any time during the four weeks from March 7 to April 3, 1943, inclusive, and if you have adequate records of the prices you then charged, take as your ceiling price the highest price at which you offered that food item or meal during that four-week period.

(b) If you did not offer the food item or meal during the five-week period from March 7 to April 10, 1943, inclusive, or if you do not have adequate records of prices charged prior to the seven-day period you must proceed as follows:

(1) Determine the cost of the raw food which you use in preparing the new food item or meal.

(2) From the food items and meals for which you have already established ceiling prices, choose a food item or meal which currently has a raw food cost equal to or less than the raw food cost of the new food item or meal.

(3) Take as your ceiling price for the new food item or meal your ceiling price for the food item or meal chosen for comparison. The food item or meal chosen for such comparison should be of the same class as the new food item or meal. If, however, you can find no food item or meal of the same class, you may use for comparison the most similar food item or meal of another class having a food cost equal to or less than your food cost for the new food item or meal. "Currently" as used herein means current on the day you figure your price.

(c) Once your ceiling price for a food item or meal has been fixed, it may not be changed except as provided in section 4.

SEC. 4. *How to figure your prices for seasonal items.* First, determine your ceiling price for a "seasonal food item" (defined in section 20 (e)) in accordance with the appropriate rule of sections 2 and 3 of this regulation. Thereafter, this price must be varied in proportion to any seasonal change in the raw food cost of the item: *Provided*, That in no event shall the price be higher than the ceiling price as originally determined. If in the past it has been your practice to maintain one price throughout the season, you need not vary your ceiling price according to this rule provided the ceiling price was based upon estimated average raw food cost of the item for the entire season.

SEC. 5. *No ceiling price for any food item or meal to be higher than the highest ceiling price for a food item or meal of the same class in the base period.* Under no circumstances are you permitted to charge a higher price for a food item or a meal than:

(a) Your highest ceiling price for food items or meals of the same class offered in the seven-day period; or

(b) The last price at which you sold the same food item or meal prior to April 4, 1943, provided you first file with the appropriate War Price and Rationing Board a menu or certified copy of a record showing the last price charged. The provisions of this section shall not apply to seasonal dessert specialities specified in section 21A, Class 24a.

Example 1. If your highest ceiling price for any soup offered by you during the seven-day period is 15 cents, you may not offer any other soup at a higher price than 15 cents.

Example 2. You served sirloin steak in March at $1.50. You did not serve sirloin steak during the base period. The highest price at which you can now serve sirloin steak of $1.50.

SEC. 6. *Substitution of food items in meals.* If you have already determined your ceiling price for a meal, you may substitute for any food item other than the entree (or main dish) in that meal any other food item of the same class without refiguring your ceiling price, provided the new food item costs you approximately as much and offers customers about the same value as the food item which it replaces. A meal becomes a "new" meal whenever the entree (or main dish) is changed or a new food item is substituted which costs you less or offers your customer lower value than the food item which it replaces, and you must therefore determine its ceiling price in accordance with the rules established by section 3.

SEC. 7. *Prohibition against manipulation of meal offerings.* You must not manipulate your meal offerings in a manner which will force your customers to pay more than they did during the seven-day period. Among other things you must not:

(a) Reduce the number of meals offered at prices equal to or below your "middle price" for meals of the same class without making a corresponding reduction in the number of meals offered at prices above that middle price. By "middle price" is meant the price most nearly at the mid-point of your price range for meals of the same class.

(b) Cease to offer at least as many different meals at or below the lowest price charged by you for meals of the same class on any day you select in the seven-day period, as you did on that day.

Example: If you select Friday, April 9, 1943, to determine the lowest price and the number of week-day meals offered at that price, and if on that day you offered six week-day dinners of which two were priced at 85¢, and one each at 90¢, $1.00, $1.10, $1.15, you must continue to offer two week-day dinners at 85¢. Note that Sunday meals and week-day meals are meals of a different class.

SEC. 8. *Evasion.* (a) You must not evade or avoid the provisions of this regulation by any scheme or device whatsoever. Some, but not all, practices which will be regarded as evasive are:

(1) Dropping food items from meals, deteriorating quality or reducing quantity without making sufficient reduction in price so as to maintain the raw food cost ratio at least equal to such ratio prior to the deterioration or reduction;

(2) Withdrawing the offer, or increasing the price, of any meal ticket, weekly rate, or other arrangement by which customers may buy food items or meals at less than the prices they must pay when purchasing by item or meal;

(3) Increasing any cover, minimum, bread-and-butter, service, corkage, entertainment, check-room, parking or other special charges, or making such charges when they were not in effect in the seven-day period except that a cover or minimum charge in effect during the base period may be increased in accordance with customary practice, where it was the practice to vary the charge in accordance with the type of entertainment offered and the increase does not cause the charge to go above the highest charge made during the last twelve-month period: *Provided, however,* If you had prior to April 4, 1943, customarily maintained established prices for admission, cover, entertainment or other services, but were prevented from maintaining or collecting such charges during the base period by reason of any order issued by any agency of the United States, state or local government, or because of a Federal, State or local court order restricting or limiting such charge, you may upon termination of such restriction continue to make such charges as you customarily had in effect prior to the base period: *Provided*, That such charges may not go above the highest charge made during the last twelve-month period prior to this date for such admission, cover, entertainment or other services; *And provided, further,* That no such charge for such services shall be instituted until written approval of such charge is obtained from the Director of the Houston District office upon presentation of satisfactory proof of the requirements hereunder.

(4) Requiring as a condition of sale of an item or meal the purchase of other items or meals when such condition was not in effect during the base period except that you may refuse to sell coffee unless a customer also purchases another food item;

(5) Reducing the selection of meals offered at table d'hote prices when the food items which you customarily offered in such meals are being offered at a la carte prices which when added together total more than the table d'hote price for the complete meal or give your customers less value for their money.

Example 1. If you customarily offered fish on table d'hote dinners at $1.10, you may not now offer fish a la carte and refuse to offer it on a table d'hote dinner priced at $1.10.

Example 2. If you offered table d'hote dinners during the base period at 85¢ to $1.25 which included dessert and beverage, you may now offer the same food item excluding dessert and beverage at 65¢ to $1.05, providing you also offer dessert and beverage to be served with the meals at prices which do not total more than 20¢.

(b) You will not be considered evading the provisions of this regulation, however, if you do any of the following things, even though you did not do any of these things during the seven-day period:

(1) You may limit your customers to one cup of coffee per meal.

(2) You may limit your customers to one pat of butter per meal.

(3) You may reduce the quantity, or eliminate altogether, condiments (such as catsup, chili sauce, etc.) which you may have customarily placed at the disposal of your customers and which now are, or may hereafter be, subject to any rationing order or rationing regulation of the Office of Price Administration.

(4) You may reduce the amount of sugar served with each cup of coffee or tea, or each bowl of cereal, fruit, or other similar food items with which sugar is served, to, but not less than, one teaspoonful except that less than that may be, given if required by your available supply.

You may not, however, make the curtailment authorized in the foregoing subparagraphs and furnish these curtailed items at an additional charge. For example, if during the seven-day period you furnished catsup, you may not now discontinue furnishing this item free, and at the same time offer to furnish it for an additional charge.

SEC. 9. *Rules for new proprietors.* (a) If you acquire another's business subsequent to the effective date of this regulation and continue the business in the same place, you are subject to the same ceiling prices and duties as the previous proprietor. Prior to acquiring another's business, however, you may apply to the Office of Price Administration for permission to price under paragraph (b) of this section. If such permission is granted it may be subject to such conditions as the Office of Price Administration deems necessary.

(b) If you open an eating or drinking place after the seven-day period, you must fix ceiling prices in line with the ceiling prices of the nearest eating or drinking place of the same type as yours. If the ceiling prices so fixed are too high and threaten to have an inflationary effect on the price of food or drink, the Office of Price Administration may issue an order requiring you to reduce your ceiling prices. You are subject to the record requirements of section 12 and the posting requirements of section 13 immediately upon the opening of your place.

SEC. 10. *Seasonal eating and drinking places.*—(a) *Exempt places.* If you are the proprietor of a seasonal eating or drinking place that:

(1) Was not open during the base period from April 4 to 10, 1943;

(2) Receives 90 percent or more of its total annual revenue during four calendar months of the year;

(3) Is located in an area for which no maximum rent regulation has been issued;

the prices for food items and meals offered by you in that place are exempt from control.

You must not regard this exemption as relieving you from the obligations imposed upon you by General Order 50, and you are still subject to the provisions of section 22 of this regulation. Pursuant to this latter section the administrator will by special order establish maximum prices for any seasonal eating or drinking place which takes undue advantage of the exemption.

(b) *Non-exempt places.* If you are the proprietor of a seasonal eating or drinking place which is not exempt under the terms of paragraph (a), you must figure your ceiling prices as follows:

(1) If the place was in operation during the base period from April 4 to April 10, 1943, use the rules set forth in sections 2, 3 and 4.

(2) If the place was not in operation during the base period from April 4 to April 10, 1943, but another place of the same type and within a reasonable distance was in operation during that period, fix your ceiling prices as a new proprietor under the terms of section 9 (b).

(3) If you cannot price under subparagraphs (1) or (2) above, you must apply for a price to the OPA District Office for the area in which your place is located. Your application must be filed ten days prior to the date you plan to commence operations and present the following information:

(i) Your name and address.

(ii) A brief description of your business and the manner of operation.

(iii) A list showing the prices you charged during the previous season as well as the prices you propose to charge during the coming season.

(iv) The date when you plan to commence operations.

(v) The names of two establishments similar to yours. You may charge the prices listed if they are not disapproved by the Office of Price Administration prior to the date specified for the commencement of operations. That office may at any time, after proper investigation and hearing, establish such maximum prices for your business as it deems proper.

SEC. 11. *Taxes.* If during the seven-day period you stated and collected the amount of any tax separately from the price you charged, you may continue to do so. You may also separately state and collect the amount of any new tax or of, any increase in the amount of a previous tax on the sale of food or drink or on the business of selling food or drink, if the tax is measured by the number or price of items or meals.

SEC. 12. *Records.* (a) You must observe all the record keeping and filing requirements of General Order No. 50 which are hereby made a part of this regulation by reference.

(b) *Customary records.* You must preserve all your existing records relating to your prices, costs and sales. You must also continue to maintain such records as you ordinarily kept. All such records shall be subject to examination by the Office of Price Administration.

(c) *Records of the seven-day period.* You must make available for examination by any person during ordinary business hours a copy of each menu used by you in the seven-day period. If you did not use menus, you must make available for such examination a list of the highest prices you charged in the seven-day period.

(d) *Filing by new proprietors.* The proprietor of an eating or drinking place which was not open during the seven-day period (including newly-opened places) shall file menus or a price list in accordance with paragraph (a), (of General Order 50) except that (1) the filing shall be for the seven-day period beginning with the first Sunday that place is open after April 4, 1943, and (2) the filing shall be made within three weeks of such first Sunday.

(e) *Future records.* Beginning with the effective date of the regulation, you must keep for examination by the Office of Price Administration, two each of the menus used by you each day. If you do not use menus you must prepare in duplicate, and preserve for such examination, a record of the prices charged by you each day, except that you need not record prices which are the same as, or less

than, prices you previously recorded for the same items or meals. Proprietors who operate a number of eating or drinking places in the same city which have customarily been subject to central control may keep the records required by this paragraph for those places at a central office or the principal place of business within the city.

SEC. 13. *Posting.* (a) Beginning September 4, 1943, each menu must have clearly and plainly written on or attached to it the following statement:

All prices listed are our ceiling prices or below. By the Office of Price Administration regulation, our ceilings are based on our highest prices from April 4, 1943, to April 10, 1943. Records of these prices are available for your inspection.

(b) If you made menus available to customers in the seven-day period, you shall continue to make them available.

(c) In addition to requirements in (a) and (b) you must post in a conspicuous place, preferably at or near the cash register, a sign or poster when furnished by the Office of Price Administration. You must enter after each meal or food item in this list your ceiling price for such meal or food item.

SEC. 14. *Operation of several places.* If you own or operate more than one eating or drinking place, you must do everything required by this regulation for each place separately.

SEC. 15. *Relation to other maximum price regulations.* The provisions of this regulation shall supersede other regulations, including the General Maximum Price Regulation, now or hereafter issued by the Office of Price Administration, insofar as they establish maximum prices for meals and food items sold by eating and drinking places. However, a price charged during the base period of this regulation shall not become a maximum price under this regulation to the extent that it exceeded the maximum price established by another regulation applicable at that time.

SEC. 16. *Geographical application.* This Revised Restaurant Maximum Price Regulation No. 5–2 applies to the following counties in the State of Texas: Angelina, Austin, Brazoria, Brazos, Burleson, Chambers, Colorado, Fayette, Fort Bend, Galveston, Grimes, Hardin, Harris, Houston, Jackson, Jasper, Jefferson, Lee, Leon, Liberty, Madison, Polk, Robertson, Sabine, Matagorda, San Augustine, San Jacinto, Shelby, Milam, Trinity, Tyler, Orange, Montgomery, Nacogdoches, Walker, Waller, Newton, Washington, Wharton, and all of Lavaca County except the corporate limits of the City of Yoakum.

SEC. 17. *Enforcement.* Persons violating any provisions of this regulation are subject to the criminal penalties, civil enforcement actions, suits for treble damages and proceedings for suspension of licenses, provided for by the Emergency Price Control Act of 1942, as amended.

SEC. 18. *Exempt sales.* (a) Sales by the following eating or drinking places are specifically exempt from the provisions of this regulation:

(1) Eating and drinking places located on church premises and operated in connection with special church, Sunday School and other religious occasions.

(2) Hospitals, except for food items and meals served to persons other than the patients when a separate charge is made for such food items and meals.

(3) Eating and drinking places located on board common carriers (when operated as such), including railroad dining cars, club, bar and buffet cars, and peddlers aboard railroad cars traveling from station to station.

(4) Eating and drinking places operated by a school, college, university or other educational institution, primarily for the convenience or accommodation of students and faculty, and not for profit as a commercial or business enterprise or undertaking.

(5) Bona fide private clubs insofar as such clubs sell only to members and bona fide guests of members and (whose sales of food items or meals are on a non-profit or cost basis or as near thereto as reasonable accounting methods will permit and where no part of the net earnings of said private club inures to the benefit of any private shareholder or individual). Whenever such clubs sell to persons other than members or bona fide guests of members, such clubs shall be considered for all sales an eating or drinking place within the meaning of this regulation. No club shall be considered to be exempt as a private club, within the meaning of this subparagraph, unless its members pay dues (more than merely nominal in amount), are elected to membership by a governing board, membership committee or other body, and it otherwise is operated as a private club. No club organized after the effective date of this regulation shall be exempt unless and until it has filed a request for exemption with the Houston, Texas District Office of the Office of Price Administration, furnishing such information as may be required, and has received communication from such office authorizing exemption as a private club.

(6) Eating and drinking places owned and operated by charitable, religious or cultural organizations such as the United Service Organization, Red Cross or similar organizations selling food items or meals on a non-profit basis primarily to members of the Armed Forces.

(b) Sales of fluid milk by eating and drinking places are specifically exempt from the provisions of this regulation, and will remain subject to Supplementary Regulation 14A under General Maximum Price Regulation, and any other applicable regulation or order.

SEC. 19. *Adjustments.* (a) The Office of Price Administration may adjust the maximum prices for any eating establishment under the following circumstances:

(1) The establishment is operating under such hardship as to cause a substantial threat to the continuance of its operation.

(2) It is determined with reasonable certainty that such discontinuance will result in serious inconvenience to consumers in that they will either be deprived of all restaurant service or will have to turn to other establishments that present substantial difficulties as to distance, hours of service, selection of meals or food items offered, capacity, or transportation.

(3) By reason of such discontinuance, the same meals or food items will cost the customers of the eating establishment as much or more than the proposed adjusted prices.

(b) If you are the proprietor of an eating establishment which satisfies the requirements specified above, you may apply for an adjustment of your maximum prices by submitting to your OPA District Office a statement setting forth:

(1) Your name and address.

(2) A description of your eating establishment including: type of service rendered (such as cafeteria, table service, etc.), classes of meals offered (such as breakfast, lunch and dinner), number of persons served per day during the most recent thirty-day period, and such other information that may be useful in classifying your establishment. In counting the number of persons served, anyone who was served more than once is to be counted separately for each occasion he was served.

(3) The reasons why your customers will be seriously inconvenienced if you discontinue operations.

(4) The names and addresses of the three nearest eating places of the same type as yours.

(5) A list showing your present maximum prices and your requested adjusted prices.

(6) A profit and loss statement for your restaurant business for the most recent three-month accounting period, and a copy of your last income tax return if one was filed separately for your restaurant business.

(7) Any other information requested by the Houston District Office. Applications for adjustment under this section shall be acted upon by the Director of the Houston District Office.

SEC. 20. *Definitions and explanations.* (a) "Persons" means individual, corporation, partnership, association or other organized group of persons or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, any other government, any of its political subdivisions, and any agencies of any of the foregoing.

(b) "Meal" means a combination of food items sold at a single price. Examples of meals are a five-course dinner, a club breakfast, and a blue-plate special. Two or more kinds of food which are prepared or served to be eaten together as one dish are not a "meal". Examples of such dishes are: ham and eggs, bread and butter, apple pie and cheese.

(c) "Offered" means offered for sale and includes the listing or posting of prices for items and meals even though the items and meals so offered were not actually on hand to be sold.

(d) "Food items" means an article or portion of food (including beverages) sold or served by an eating or drinking place for consumption in or about the place or to be taken out for eating without change in form or additional preparation. It includes two or more kinds of food which are prepared or served to be eaten together as one dish, such as ham and eggs, bread and butter, apple pie and cheese.

(e) "Seasonal food items" means a food item (including beverage) not generally offered for sale throughout the year and normally available in quantity only during certain seasonal production periods of each year. Examples are: certain shell-fish such as oysters; certain fresh-fish such as salmon, trout and shad; certain vegetables such as summer squash; and certain fruits such as berries and melons.

(f) Unless the context otherwise requires, the definition set forth in section 302 of the Emergency Price Control Act of 1942 and in the General Maximum Price Regulation, issued by the Office of Price Administration, shall apply to other terms used herein.

SEC. 21. *Classes of food items and meals.* (See definition of "food item" and "meal" contained in section 20.)

(a) *The classes of food items.*

BREAKFAST ITEMS

(1) Fruits, fruit juices and vegetable juices.
(2) Cereals.
(3) Entrees: egg and combination egg dishes served at breakfast.
(4) Entrees: meat and meat combination dishes served at breakfast.
(5) Entrees: all other dishes served at breakfast.
(6) Bread, rolls, buns, Danish-pastries, etc., served at breakfast.
(7) All other breakfast dishes including jams, jellies, and preserves.

OTHER ITEMS

(8) Appetizers, except alcoholic cocktails.
(9) Soups, including soups in jelly.
(10) Beef; steaks, and roasts.
(11) Veal; steaks, chops and roasts.
(12) Pork; loin, chops, steaks, and roasts.
(13) Lamb or mutton; chops, roasts.
(14) Poultry and fowl.
(15) Fish and shell-fish.
(16) Game.
(17) Miscellaneous and variety meats, including liver and kidneys.
(18) Prepared dishes such as stews, casseroles, ragouts, curries, etc.
(19) Egg and cheese dishes and combinations thereof.
(20) All other dishes such as spaghetti and combinations, vegetable platter, baked beans and combinations, chop suey, etc.
(21) Vegetables, including potatoes.
(22) Salads (except as served as a main course or appetizer course in a meal).
(23) Desserts: cakes, cookies, pies, pastries, and other baked goods.
(24) Desserts: ice cream, sherberts, water ices, including combinations with syrups, creams, fruits and nuts.
(24a) Desserts: Seasonal dessert specialties such as watermelon and cantaloupe.
(25) Desserts: all others, including fruits, puddings and cheese.
(26) Cold sandwiches, including garnishings, salads and vegetables.
(27) Hot sandwiches, including garnishes, salads and vegetables.
(28) All other food items served in a meal including mints and preserves.
(29) Beverage foods, including coffee, cocoa, chocolate, tea and milk.

BEVERAGES

(30) Non-alcoholic beverages, including sparkling and mineral waters.
(31) Alcoholic malt beverages, including beer and ale.
(32) Wines, including sparkling wines.
(33) Liquors, including whiskeys, gins and brandies.
(34) Cordials, including fruit liqueurs.
(35) All other alcoholic beverages.

(b) *The classes of meals.* (1) For purposes of this regulation there shall be thirteen classes of meals, namely, breakfast, lunch, tea, dinner and supper during week days, and breakfast, lunch, tea, dinner and supper on Sundays, children's breakfast, lunch and dinner.

SEC. 22. *Special orders.* The provisions of this regulation to the contrary notwithstanding, the Office of Price Administration may from time to time issue special orders providing for the establishment or reduction of the maximum price of any food item or items or meal or meals sold or offered by any seller or sellers when, in the judgment of the Administrator, such action is necessary or desirable to prevent inflation, to stabilize prices affecting the cost of living, or to carry out the purposes of the Emergency Price Control Act of 1942, as amended, and Executive Orders No. 9250 and 9328.

SEC. 23. *Licensing.* The provisions of Licensing Order No. 1, licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation or schedule. A seller's license may be suspended for violations of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

SEC. 24. *Revocation and amendment.* (a) This regulation may be revoked, amended or corrected at any time.

(b) You may petition for an amendment of any provision of this regulation (including a petition pursuant to Supplementary Order 28) by proceeding in accordance with Revised Procedural Regulation No. 1, except that the petition shall be filed with and acted upon by the District Director.

This regulation shall become effective April 1, 1944.

NOTE: The reporting and record keeping requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 28th day of March 1944.

DEWITT C. DUNN,
Acting District Director.

[F. R. Doc. 44–11222; Filed, July 27, 1944; 4:04 p. m.]

PART 1448—EATING AND DRINKING ESTABLISHMENTS

[Rev. Restaurant MPR 5–7]

FOOD AND DRINK SOLD FOR IMMEDIATE CONSUMPTION IN OKLAHOMA CITY DISTRICT

Restaurant Maximum Price Regulation 5–7 is redesignated as Revised Restaurant Maximum Price Regulation 5–7 and is revised and amended to read as follows:

In the judgment of the District Director of the Oklahoma City District, the prices of food and beverages sold for immediate consumption in the counties of Alfalfa, Atoka, Beaver, Beckham, Blaine, Bryan, Caddo, Canadian, Carter, Choctaw, Cimarron, Cleveland, Coal, Comanche, Cotton, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Grear, Harmon, Harper, Jackson, Jefferson, Johnston, Kay, Kingfisher, Kiowa, Lincoln, Logan, Love, McClain, McCurtain, Major, Marshall, Murray, Noble, Oklahoma, Payne, Pontotoc, Pottawatomie, Pushmataha, Roger Mills, Seminole, Stephens, Texas, Tillman, Washita, Woods, Woodward, have risen and are threatening further to rise to an extent and in a manner inconsistent with the Emergency Price Control Act of 1942, as amended, and Executive Orders 9250 and 9328.

In the judgment of the said District Director, the maximum prices established by this regulation are generally fair and equitable and are necessary to check inflation and to effectuate the purposes of the act. So far as practicable, said District Director gave due consideration to prices prevailing between October 1 and 15, 1941, and consulted with the representatives of those affected by this regulation.

A statement of the considerations involved in the issuance of this regulation is issued simultaneously herewith.*

Therefore, in accordance with the direction of the President to take action which will stabilize prices affecting the cost of living, and under the authority therewith delegated by the President pursuant to the Act of Congress approved October 2, 1942, entitled "An Act to Aid in Stabilizing the Cost of Living", 77th Congress, Second Session, and under the authority of Executive Order No. 9250, Executive Order No. 9328, and the Emergency Price Control Act of 1942, the District Director of the Oklahoma City District hereby issues this Revised Restaurant Maximum Price Regulation No. 5–7, establishing as maximum prices for food and drink sold for immediate consumption in the counties mentioned above the prices prevailing therefor during the seven-day period beginning April 4, 1943, and ending April 10, 1943.

§ 1448.407 *Maximum prices for food and drink sold for immediate consumption.* Under the authority vested in the District Director of the Oklahoma City District by the Emergency Price Control Act of 1942, as amended, Executive Order 9250, Executive Order 9328, and General Order No. 50 issued by the Office of Price Administration, and Order of Delegation of Authority No. 48 issued by the Regional Administrator of Region V, Revised Restaurant Maximum Price Regulation No. 5–7 (Food and Drink Sold for Immediate Consumption) which is annexed hereto and made part hereof, is issued.

AUTHORITY: § 1448.407 issued under Pub. Law 151, 78th Cong., 56 Stat. 23, 765; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.

*Copies may be obtained from the Office of Price Administration.

REVISED RESTAURANT MAXIMUM PRICE REGULATION NO. 5–7—FOOD AND DRINK SOLD FOR IMMEDIATE CONSUMPTION

Sec.

1. Sales at higher than ceiling prices prohibited.
2. How you figure ceiling prices for food items and meals you offered in the seven-day period from April 4, 1943, to April 10, 1943.
3. How you figure ceiling prices for food items and meals you did not offer in the seven-day period.
4. How you figure your prices for seasonal items.
5. No ceiling price for any food item or meal to be higher than the highest ceiling price for a food item or meal of the same class in the base period.
6. Substitution of food items in meals.
7. Prohibition against manipulation of meal offerings.
8. Evasion.
9. Rules for new proprietors.
10. Taxes.
11. Records.
12. Posting.
13. Operation of several places.
14. Relation to other maximum price regulations.
15. Geographical application.
16. Enforcement.
17. Exempt sales.
18. Adjustments.
19. Definitions and explanations.
20. Classes of food items and meals.
21. Special orders.
22. Licensing.
23. Revocation.

SECTION 1. *Sales at higher than ceiling prices prohibited.* If you own or operate a restaurant, hotel, cafe, bar, delicatessen, soda fountain, boarding house, or any other eating or drinking place, you must not offer or sell any "food item" (including any beverage) or "meal" at a price higher than the ceiling price which you figure according to the directions in the next two sections (sections 2 and 3). You may, of course, sell at lower than ceiling prices.

SEC. 2. *How you figure ceiling prices for food items and meals you offered in the seven-day period from April 4, 1943, to April 10, 1943.* Your ceiling price for any food item or meal which you offered in the seven-day period beginning Sunday, April 4, 1943, and ending Saturday, April 10, 1943, is the highest price at which you offered the same food item or meal in that seven-day period.

SEC. 3. *How you figure ceiling prices for food items and meals you did not offer in the seven-day period.* You must figure your ceiling price for a food item or meal which you did not offer during the seven-day period as follows:

(a) If you offered the same food item or meal at any time during the four weeks from March 7 to April 3, 1943, inclusive, and if you have adequate records of the prices you then charged, take as your ceiling price the highest price at which you offered that food item or meal during that four-week period.

(b) If you did not offer the food item or meal during the five-week period from March 7 to April 10, 1943, inclusive, or if you do not have adequate records of prices charged prior to the seven-day period you must proceed as follows:

(1) Determine the cost of the raw food which you use in preparing the new food item or meal.

(2) From the food items and meals for which you have already established ceiling prices, choose a food item or meal which currently has a raw food cost equal to or less than the raw food cost of the new food item or meal.

(3) Take as your ceiling price for the new food item or meal your ceiling price for the food item or meal chosen for comparison. The food item or meal chosen for such comparison should be of the same class as the new food item or meal. If, however, you can find no food item or meal of the same class, you may use for comparison the most similar food item or meal of another class having a food cost equal to or less than your food cost for the new food item or meal. "Currently" as used herein means current on the day you figure your price.

(c) Once your ceiling price for a food item or meal has been fixed, it may not be changed except as provided in section 4.

SEC. 4. *How you figure your prices for seasonal items.* First, determine your ceiling price for a "seasonal food item" (defined in section 20 (e)) in accordance with the appropriate rule of sections 2 and 3 of this regulation. Thereafter, this price must be varied in proportion to any seasonal charge in the raw food cost of the item: *Provided*, That in no event shall the price be higher than the ceiling price as originally determined. If in the past it has been your practice to maintain one price throughout the season, you need not vary your ceiling price according to this rule provided the ceiling price is based upon estimated average raw food cost of the item for the entire season.

SEC. 5. *No ceiling price for any food item or meal to be higher than the highest ceiling price for a food item or meal of the same class in the base period.* Under no circumstances are you permitted to charge a higher price for a food item or meal than:

(a) Your highest ceiling price for food items or meals of the same class offered in the seven-day period; or

(b) The last price at which you sold the same item or meal prior to April 4, 1943, provided you first file with the appropriate war price and rationing board a menu or certified copy of a record showing the last price charged.

The provisions of this section shall not apply to seasonal dessert specialties specified in section 20 A Class 24a.

Example 1. If your highest ceiling price for any soup offered by you during the seven-day period is 15 cents, you may not offer any other soup at a higher price than 15 cents.

Example 2. You last served sirloin steak in March at $1.50. You did not serve sirloin steak during the base period. The highest price at which you can now serve sirloin steak is $1.50.

SEC. 6. *Substitution of food items in meals.* If you have already determined your ceiling prices for a meal you may substitute for any food item other than the entree (or main dish) in that meal any other food item of the same class without refiguring your ceiling price: *Provided*, The new food item costs you approximately as much and offers customers about the same value as the food item which it replaces. A meal becomes a "new" meal whenever the entree (or main dish) is changed or a new food item is substituted which costs you less or offers your customers lower value than the food item which it replaces, and you must therefore determine its ceiling price in accordance with the rules established by section 3.

SEC. 7. *Prohibition against manipulation of meal offerings.* You must not manipulate your meal offerings in a manner which will force your customers to pay more than they did during the seven-day period. Among other things you must not

(a) Reduce the number of meals offered at prices equal to or below your "middle price" for meals of the same class without making a corresponding reduction in the number of meals offered at prices above that middle price. By "middle price" is meant the price most nearly at the mid-point of your price range for meals of the same class.

(b) Cease to offer at least as many different meals at or below the lowest price charged by you for meals of the same class on any day you select in the seven-day period, as you did on that day.

Example. If you select Friday, April 9, 1943, to determine the lowest price and the number of week-day meals offered at that price, and if on that day you offered six week-day dinners of which two were priced at 85¢, and one each at 90¢, $1.00, $1.15, you must continue to offer two week-day dinners at 85¢. Note that Sunday meals and week-day meals are meals of a different class.

SEC. 8. *Evasion.* (a) You must not evade the provisions of this regulation by any scheme or device whatsoever. Some, but not all, practices which will be regarded as evasive are:

(1) Dropping food items from meals, deteriorating quality or reducing quantity without making sufficient reduction in price so as to maintain the raw food cost ratio at least equal to such ratio prior to the deterioration or reduction;

(2) Withdrawing the offer, or increasing the price, of any meal ticket, weekly rate, or other arrangement by which customers may buy food items or meals at less than the prices they must pay when purchasing by item or meal;

(3) Increasing any cover, minimum, bread-and-butter, service, corkage, entertainment, check-room, parking or other special charges, or making such charges when they were not in effect in the seven-day period except that a cover or minimum charge in effect during the base period may be increased in accordance with customary practice, where it was the practice to vary the charge in accordance with the type of entertainment offered and the increase does not cause the charge to go above the highest charge made during the last twelve-month period;

(4) Requiring as a condition of sale of an item or meal the purchase of other items or meals when such condition was not in effect during the base period;

(5) Reducing the selection of meals offered at table d'hote prices when the food items which you customarily offered in such meals are being offered at a la carte prices which when added together total more than the table d'hote price for the complete meal or give your customers less value for their money.

Example 1. If you customarily offered fish on table d'hote dinners at $1.10, you may not now offer fish a la carte and refuse to offer it on table d'hote dinner priced at $1.10.

Example 2. If you offered table d'hote dinners during the base period at 85¢ to $1.25 which included dessert and beverage, you may now offer the same food item excluding dessert and beverage at 65¢ to $1.05, providing you also offer dessert and beverage to be served with the meals at prices which do not total more than 20¢.

(b) You will not be considered evading the provisions of this regulation, however, if you do any of the following things, even though you did not do any of these things during the seven-day period:

(1) You may limit your customers to one cup of coffee per meal.

(2) You may limit your customers to one pat of butter per meal.

(3) You may reduce the quantity, or eliminate altogether, condiments (such as catsup, chili sauce, etc.), which you may have customarily placed at the disposal of your customers and which now are, or may hereafter be, subject to any rationing order or rationing regulation of the Office of Price Administration.

(4) You may reduce the amount of sugar served with each cup of coffee or tea, or each bowl of cereal, fruit, or other similar food items with which sugar is served, to, but not less than, one teaspoonful, except that less may be given if required by your available supply.

You may not, however, make the curtailment authorized in the foregoing subparagraphs and furnish these curtailed items at an additional charge. For example, if during the seven-day period you furnished catsup, you may not now discontinue furnishing this item free, and at the same time offer to furnish it for an additional charge.

SEC. 9. *Rules for new proprietors.* (a) If you acquire another's business subsequent to the effective date of this regulation and continue the business in the same place, you are subject to the same ceiling prices and duties as the previous proprietor. Prior to acquiring another's business, however, you may apply to the Office of Price Administration for permission to price under paragraph (b) of this section. If such permission is granted it may be subject to such conditions as the Office of Price Administration deems necessary.

(b) If you open an eating or drinking place after the seven-day period, you must fix ceiling prices in line with the ceiling prices of the nearest eating or drinking place of the same type as yours. If the ceiling prices so fixed are too high and threaten to have an inflationary effect on the price of food or drink, the Office of Price Administration may issue an order requiring you to reduce your ceiling prices. You are subject to the record requirements of section 11 and the posting requirements of section 12 immediately upon the opening of your place.

SEC. 10. *Taxes.* If in the seven-day period you stated and collected the amount of any tax separately from the price you charged, you may continue to do so. You may also separately state and collect the amount of any new tax or of any increase in the amount of a previous tax on the sale of food or drink or on the business of selling food or drink, if the tax is measured by the number or price of items or meals.

SEC. 11. *Records.* (a) You must observe all of the record-keeping and filing requirements of General Order No. 50 which are hereby made a part of this regulation by reference.

(b) *Customary records.* You must preserve all your existing records relating to your prices, costs and sales. You must also continue to maintain such records as you ordinarily kept. All such records shall be subject to examination by the Office of Price Administration.

(c) *Records of the seven-day period.* You must make available for examination by any person during ordinary business hours a copy of each menu used by you in the seven-day period. If you did not use menus, you must make available for such examination a list of the highest prices you charged in the seven-day period.

(d) *Filing by new proprietors.* The proprietor of an eating or drinking place which was not open during the seven-day period (including newly-opened places) shall file menus or a price list in accordance with paragraph (a) of General Order 50 (except that (1) the filing shall be for the seven-day period beginning with the first Sunday that place is open after April 4, 1943, and (2) the filing shall be made within three weeks of such first Sunday.

(e) *Future records.* Beginning with the effective date of this regulation, you must keep, for examination by the Office of Price Administration, two each of the menus used by you each day. If you do not use menus you must prepare in duplicate, and preserve for such examination, a record of the prices charged by you each day, except that you need not record prices which are the same as, or less than, prices you previously recorded for the same items or meals. Proprietors who operate a number of eating or drinking places in the same city which have customarily been subject to central control may keep the records required by this paragraph for those places at a central office or the principal place of business within the city.

SEC. 12. *Posting.* (a) Beginning November 1, 1943, each menu must have clearly written on or attached to it the following statement:

All prices listed are our ceiling prices or below. By Office of Price Administration regulation, our ceiling prices are based on our highest prices from April 4, 1943, to April 10, 1943. Records of these prices are available for your inspection.

(b) If you made menus available in the seven-day period, you shall continue to make them available.

(c) In addition to the requirements in (a) and (b), you must post in a conspicuous place, preferably at or near the cash register, a sign or poster when furnished by the Office of Price Administration. You must enter after each meal or food item on this list your ceiling price for such meal or food item.

SEC. 13. *Operation of several places.* If you own or operate more than one eating or drinking place, you must do everything required by this regulation for each place separately.

SEC. 14. *Relation to other maximum price regulations.* The provisions of this regulation shall not supersede other regulations, including the General Maximum Price Regulation, now or hereafter issued by the Office of Price Administration, nor Oklahoma City District Order No. G–1 and the amendments thereto, under General Order No. 50, insofar as they establish maximum prices for meals and food items sold by eating and drinking places.

SEC. 15. *Geographical application.* This Revised Restaurant Maximum Price Regulation No. 5–7 applies to the counties of Alfalfa, Atoka, Beaver, Beckham, Blaine, Bryan, Caddo, Canadian, Carter, Choctaw, Cimarron, Cleveland, Coal, Comanche, Cotton, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Greer, Harmon, Harper, Jackson, Jefferson, Johnston, Kay, Kingfisher, Kiowa, Lincoln, Logan, Love, McClain, McCurtain, Major, Marshall, Murray, Noble, Oklahoma, Payne, Pontotoc, Pottawatamie, Pushmataha, Roger Mills, Seminole, Stephens, Texas, Tilman, Washita, Woods and Woodward in the State of Oklahoma.

SEC. 16. *Enforcement.* Persons violating any provisions of this regulation are subject to the criminal penalties, civil enforcement actions, suits for treble damages and proceedings for suspension of licenses, provided for by the Emergency Price Control Act of 1942, as amended.

SEC. 17. *Exempt sales.* Sales by the following eating or drinking places are specifically exempt from the provisions of this regulation:

(a) Eating and drinking places operated by or in connection with church, Sunday school or other religious organizations.

(b) Hospitals, except for food items and meals served to persons other than the patients, when a separate charge is made for such food items and meals.

(c) Eating and drinking places located on board common carriers (when operated as such), including railroad dining cars, club, bar and buffet cars, and peddlers aboard railroad cars traveling from station to station.

(d) Eating and drinking places operated by any school, college or university which is a non-profit institution (that is, where no part of the net earnings inures to the benefit of any private shareholder or individual), which sells food items or

meals on a non-profit or cost basis (or as near thereto as reasonable accounting methods will permit), and substantially all sales of which are made to students, faculty members and employees of such institution. For purposes of this paragraph, persons receiving instruction on the premises of such institution by arrangement with the War Department or Department of the Navy or any other part of the Armed Forces of the United States shall be considered students.

(e) Eating cooperatives formed by officers in the Armed Forces (as, for example, officers' mess) operated as a non-profit cooperative (where no part of the net earnings inures to the benefit of any individual), which sell food items or meals on a cost basis (or as near thereto as reasonable accounting methods will permit), and substantially all sales of which are made to persons who are members of the cooperative.

(f) Bona fide private clubs which file with the appropriate OPA District Office a statement setting forth that:

(1) The club is a non-profit organization and is recognized as such by the Bureau of Internal Revenue;

(2) It sells food items and meals only to members and bona fide guests of members;

(3) Its members pay dues of more than a merely nominal amount and are elected to membership by a governing board, membership committee or other body, and

(4) It is otherwise operated as a club.

Five days after filing such information, or earlier if so notified by the District Director, a private club may consider itself exempt unless and until it is otherwise notified by the District Director.

SEC. 18. *Adjustments.* (a) The Office of Price Administration may adjust the maximum prices for any eating establishment under the following circumstances:

(1) The establishment is operating under such hardship as to cause a substantial threat to the continuance of its operation.

(2) It is determined with reasonable certainty that such discontinuance will result in serious inconvenience to consumers in that they will either be deprived of all restaurant service or will have to turn to other establishments that present substantial difficulties as to distance, hours of service, selection of meals or food items offered, capacity, or transportation.

(3) By reason of such discontinuance, the same meals or food items will cost the customers of the eating establishment as much or more than the proposed adjusted prices.

(b) If you are the proprietor of an eating establishment which satisfies the requirements specified above, you may apply for an adjustment of your maximum prices by submitting to your OPA District Office a statement setting forth:

(1) Your name and address.

(2) A description of your eating establishment including: type of service rendered (such as cafeteria, table service, etc.), classes of meals offered (such as breakfast, lunch and dinner), number of persons served per day, during the most recent thirty-day period, and such other information that may be useful in classifying your establishment.

(3) The reasons why your customers will be seriously inconvenienced if you discontinue operations.

(4) The names and addresses of the three nearest eating places of the same type as yours.

(5) A list showing your present maximum prices and your requested, adjusted prices.

(6) A profit and loss statement for your restaurant business for the most recent three-month accounting period, and a copy of your last income tax return if one was filed separately for your restaurant business.

(7) Any other information requested by the Director of the Oklahoma City District Office.

(8) Application for adjustment under this section shall be acted upon by the Director of the Oklahoma City District Office.

SEC. 19. *Definitions and explanations.* (a) "Person" means individual, corporation, partnership, association or other organized group of persons or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, any other government, or any of its political subdivisions, and any agencies of any of the foregoing.

(b) "Meal" means a combination of food items sold at a single price. Examples of meals are a five-course dinner, a club breakfast, and a blue-plate special. Two or more kinds of food which are prepared or served to be eaten together as one dish are not a "meal." Examples of such dishes are: ham and eggs, bread and butter, apple pie and cheese.

(c) "Offered" means offered for sale and includes the listing or posting of prices for items and meals even though the items and meals so offered were not actually on hand to be sold.

(d) "Food item" means an article or portion of food (including beverages) sold or served by an eating or drinking place for consumption in or about the place or to be taken out for eating without change in form or additional preparation. It includes two or more kinds of foods which are prepared or served to be eaten together as one dish, such as ham and eggs, bread and butter, apple pie and cheese.

(e) "Seasonal food item" means a food item (including beverage) not generally offered for sale throughout the year and normally available in quantity only during certain seasonal production periods of each year. Examples are: certain shell-fish such as oysters; certain fresh fish such as salmon, trout, and shad; certain vegetables such as summer squash; and certain fruits such as berries and melons.

(f) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 and in the General Maximum Price Regulation, issued by the Office of Price Administration, shall apply to other terms used herein.

SEC. 20. *Classes or food items and meals.* (See definition of "food item" and "meal" contained in section 19.)

(a) *The classes of food items.*

BREAKFAST ITEMS

1. Fruits, fruit juices and vegetable juices.
2. Cereals.
3. Entrees: egg and combination egg dishes served at breakfast.
4. Entrees: meat and meat combination dishes served at breakfast.
5. Entrees: all other dishes served at breakfast.
6. Bread, rolls, buns, Danish-pastries, etc., served at breakfast.
7. All other breakfast dishes, including jams, jellies, and preserves.

OTHER ITEMS

8. Appetizers, except alcoholic cocktails.
9. Soups, including soups in jelly.
10. Beef; steaks and roasts.
11. Veal; steaks, chops and roasts.
12. Pork; loin, chops, steaks, roasts.
13. Lamb or mutton; chops, roasts.
14. Poultry and fowl.
15. Fish and shell-fish.
16. Game.
17. Miscellaneous and variety meats, including liver and kidneys.
18. Prepared dishes such as stews, casseroles, ragouts, curries, etc.
19. Egg and cheese dishes and combinations thereof.
20. All other dishes such as spaghetti and combinations, vegetable platter, baked beans and combinations, chop suey, etc.
21. Vegetables, including potatoes.
22. Salads (except as served as a main course or appetizer course in a meal).
23. Desserts; cakes, cookies, pies, pastries and other baked goods.
24. Desserts; Ice cream, sherbets, water ices, including combinations with syrups, creams, fruits and nuts.

24-a. Desserts; seasonal dessert specialties such as watermelon and cantaloupe.

25. Desserts: all others, including fruits, puddings and cheese.
26. Cold sandwiches, including garnishings, salads and vegetables.
27. Hot sandwiches, including garnishings, salads and vegetables.
28. All other food items served in a meal including mints and preserves.
29. Beverage foods, including coffee, cocoa, chocolate, tea and milk.
30. Non-alcoholic beverages, including sparkling and mineral waters, but not including domestic malt beverages, for which ceiling prices are established by Order No. G-1 and Amendments 1 and 2 thereto.

(b) *The classes of meals,* for purposes of this regulation there shall be thirteen classes of meals, namely, breakfast, lunch, tea, dinner and supper during week days and breakfast, lunch, tea, dinner and supper on Sunday and legal holidays, children's breakfast, lunch and dinner.

SEC. 21. *Special orders.* The provisions of this regulation to the contrary notwithstanding, the Office of Price Administration may from time to time issue special orders providing for the establishment or reduction of the maximum price of any food item or items or meal or meals sold or offered by any seller or sellers when, in the Judgment of the Oklahoma City Director, such action is necessary or desirable to prevent inflation, to stabilize prices affecting the cost of living, or to carry out the purposes of the Emergency Price Control Act of 1942, as amended, and Executive Orders No. 9250 and No. 9328.

SEC. 22. *Licensing.* The provisions of Licensing Order No. 1 requiring and automatically granting, a license to all persons who make sales under Price Control, are applicable to all sellers subject to this Regulation. A seller's license may be suspended for violations of the license or of one or more applicable price schedule or regulation. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

SEC. 23. *Revocation and amendment.* (a) This regulation may be revoked, amended or corrected at any time.

(b) You may petition for an amendment of any provision of this regulation (including a petition pursuant to Supplementary Order 28) by proceeding in accordance with Revised Procedural Regulation No. 1 except that the petition shall be filed with and acted upon by the District Director.

This regulation shall become effective April 1, 1944.

NOTE: The reporting and record keeping requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 27th day of March 1944.

REX A. HAYES,
District Director.

[F. R. Doc. 44-11225; Filed, July 27, 1944; 4:04 p. m.]

PART 1448—EATING AND DRINKING ESTABLISHMENTS

[Rev. Restaurant MPR 5-5]

FOOD AND DRINK SOLD FOR IMMEDIATE CONSUMPTION IN LUBBOCK, TEX., DISTRICT

In the judgment of the Lubbock District Director, the prices of food and beverages sold for immediate consumption in the Lubbock, Texas, District, composed of the Counties of Andrews, Armstrong, Bailey, Borden, Brewster, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crane, Crosby, Culberson, Dallam, Dawson, Deaf Smith, Dickens, Donley, Ector, El Paso, Floyd, Gaines, Garza, Glasscock, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Howard, Hudspeth, Hutchinson, Irion, Jeff Davis, Kent, King, Lamb, Lipscomb, Loving, Lubbock, Lynn, Martin, Midland, Mitchell, Moore, Motley, Ochiltree, Oldham, Parmer, Pecos, Potter, Presidio, Randall, Reagan, Reeves, Roberts, Scurry, Sherman, Sterling, Stonewall, Swisher, Terry, Upton, Ward, Wheeler, Winkler, and Yoakum in the State of Texas, have risen and are threatening further to rise to an extent and in a manner inconsistent with the Emergency Price Control Act of 1942, as amended, and Executive Orders 9250 and 9328.

In the judgment of the Lubbock District Director, the maximum prices established by this regulation are generally fair and equitable and are necessary to check inflation and to effectuate the purposes of the Act. So far as practicable, the Lubbock District Director gave due consideration to prices prevailing between October 1 and 15, 1941, and consulted with the representatives of those affected by this regulation.

A statement of the considerations involved in the issuance of this regulation is issued simultaneously herewith.*

Therefore, in accordance with the direction of the President to take action which will stabilize prices affecting the cost of living, and under the authority therewith delegated by the President pursuant to the Act of Congress approved October 2, 1942, entitled "An Act to Aid in Stabilizing the Cost of Living" 77th Congress, Second Session, and under the authority of Executive Order 9250, Executive Order 9328, and the Emergency Price Control Act of 1942, the Lubbock District Director hereby issues this Revised Restaurant Maximum Price Regulation No. 5-5, establishing as maximum prices for food and drink sold for immediate consumption in the Lubbock, Texas, District, composed of the above named counties, the prices prevailing therefor during the seven-day period beginning April 4, 1943, and ending April 10, 1943.

§ 1448.405 *Maximum prices for food and drink sold for immediate consumption.* Under the authority vested in the Lubbock District Director by the Emergency Price Control Act of 1942, as amended, Executive Order No. 9250, Executive Order No. 9328, General Order No. 50, and Order of Delegation of Authority No. 48, issued by the Regional Administrator of Region V, Revised Restaurant Maximum Price Regulation No. 5-5 (Food and Drink Sold for Immediate Consumption) which is annexed hereto and made part hereof, is issued.

AUTHORITY: § 1448.405 issued under 56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. No. 9250, 7 F.R. 7871, and E.O. No. 9328, 8 F.R. 4681.

REVISED RESTAURANT MAXIMUM PRICE REGULATION NO. 5-5—FOOD AND DRINK SOLD FOR IMMEDIATE CONSUMPTION

Sec.
1. Sales at higher than ceiling prices prohibited.
2. How you figure ceiling prices for food items and meals you offered in the seven-day period from April 4, 1943, to April 10, 1943.
3. How you figure ceiling prices for food items and meals you did not offer in the seven-day period.
4. How you figure your prices for seasonal items.
5. No ceiling price for any food item or meal to be higher than the highest ceiling price for a food item or meal of the same class in the base period.
6. Substitution of food items in meals.
7. Prohibition against manipulation of meal offerings.
8. Evasion.
9. Rules for new proprietors.
10. Seasonal eating and drinking places.
11. Taxes.
12. Records.
13. Posting.
14. Operation of several places.
15. Relation to other maximum price regulations.
16. Geographical application.
17. Enforcement.
18. Exempt sales.
19. Adjustments.
20. Definitions and explanations.
21. Classes of food items and meals.
22. Special orders.
23. Licensing.
24. Revocation and amendment.

*Copies may be obtained from the Office of Price Administration.

SECTION 1. *Sales at higher than ceiling prices prohibited.* If you own or operate a restaurant, hotel, cafe, bar, delicatessen, soda fountain, boarding house, or any other eating or drinking place, you must not offer or sell any "food item" (including any beverage) or "meal" at a price higher than the ceiling price which you figure according to the directions in the next two sections (sections 2 and 3). You may, of course, sell at lower than ceiling prices.

SEC. 2. *How you figure ceiling prices for food items and meals you offered in the seven-day period from April 4, 1943, to April 10, 1943.* Your ceiling price for any food item or meal which you offered in the seven-day period beginning Sunday, April 4, 1943, and ending Saturday, April 10, 1943, is the highest price at which you offered the same food item or meal in that seven-day period.

SEC. 3. *How you figure your ceiling prices for food items and meals you did not offer in the seven-day period.* You must figure your ceiling price for a food item or meal which you did not offer during the seven-day period as follows:

(a) If you offered the same food item or meal at any time during the four weeks from March 7 to April 3, 1943, inclusive, and if you have adequate records of the prices you then charged, take as your ceiling price the highest price at which you offered that food item or meal during that four-week period.

(b) If you did not offer the food item or meal during the five-week period from March 7 to April 10, 1943, inclusive, or if you do not have adequate records of prices charged prior to the seven-day period, you must proceed as follows:

(1) Determine the cost of the raw food which you use in preparing the new food item or meal.

(2) From the food items and meals for which you have already established ceiling prices, choose a food item or meal which currently has a raw food cost equal to or less than the raw food cost of the new food item or meal.

(3) Take as your ceiling price for the new food item or meal your ceiling price for the food item or meal chosen for comparison. The food item or meal chosen for such comparison should be of the same class as the new food item or meal. If, however, you can find no food item or meal of the same class as the new food item or meal, you may use for comparison the most similar food item or meal of another class having a food cost equal to or less than your food cost for the new food item or meal. "Currently" as used herein, means current on the day you figure your price.

(c) Once your ceiling price for a food item or meal has been fixed, it may not

be changed except as provided in section 4.

SEC. 4. *How you figure your prices for seasonal items.* First, determine your ceiling price for a "seasonal food item" (defined in section 20 (e)) in accordance with the appropriate rule of sections 2 and 3 of this regulation. Thereafter, this price must be varied in proportion to any seasonal change in the raw food cost of the item: *Provided*, That in no event shall the price be higher than the ceiling price as originally determined. If in the past it has been your practice to maintain one price throughout the season, you need not vary your ceiling price according to this rule provided the ceiling price was based upon estimated average raw food cost of the item for the entire season.

SEC. 5. *No ceiling price for any food item or meal to be higher than the highest ceiling price for a food item or meal of the same class in the base period.* Under no circumstances are you permitted to charge a higher price for a food item or a meal than:

(a) Your highest ceiling price for food items or meals of the same class offered in the seven-day period; or

(b) The last price at which you sold the same food item or meal prior to April 4, 1943, provided you first file with the appropriate War Price and Rationing Board a menu or certified copy of a record showing the last price charged.

The provisions of this section shall not apply to seasonal dessert specialties specified in section 21A, class 25a.

Example 1. If your highest price for any soup offered by you during the seven-day period is 15 cents, you may not offer any other soup at a higher price than 15 cents.

Example 2. You served sirloin steak in March at $1.50. You did not serve sirloin steak during the base period. The highest price at which you can now serve sirloin steak is $1.50.

SEC. 6. *Substitution of food items in meals.* If you have already determined your ceiling price for a meal you may substitute for any food item other than the entree (or main dish) in that meal any other food item of the same class without refiguring your ceiling price, provided the new food item costs you approximately as much and offers customers about the same value as the food item which it replaces. A meal becomes a "new" meal whenever the entree (or main dish) is changed or a new food item is substituted which costs you less or offers your customers lower value than the food item which it replaces, and you must therefore determine its ceiling price in accordance with the rules established by section 3.

SEC. 7. *Prohibition against manipulation of meal offerings.* You must not manipulate your meal offerings in a manner which will force your customers to pay more than they did during the seven-day period. Among other things, you must not

(a) Reduce the number of meals offered at prices equal to or below your "middle price" for meals of the same class without making a corresponding reduction in the number of meals offered at prices above that middle price. By "middle price" is meant the price most nearly at the mid-point of your price range for meals of the same class.

(b) Cease to offer at least as many different meals at or below the lowest price charged by you for meals of the same class on any day you select in the seven-day period, as you did on that day.

Example. If you select Friday, April 9, 1943, to determine the lowest price and the number of week-day meals offered at that price, and if on that day you offered six week-day dinners, of which two were priced at 85¢, and one each at 90¢, $1.00, $1.10, $1.15, you must continue to offer two week-day dinners at 85¢. Note that Sunday meals and week-day meals are meals of a different class.

SEC. 8. *Evasion.* (a) You must not evade or avoid the provisions of this regulation by any scheme or device whatsoever. Some, but not all, practices which will be regarded as evasive are:

(1) Dropping food items from meals, deteriorating quality or reducing quantity without making sufficient reduction in price so as to maintain the raw food cost ratio at least equal to such ratio prior to the deterioration or reduction;

(2) Withdrawing the offer, or increasing the price, of any meal ticket, weekly rate, or other arrangement by which customers may buy food items or meals at less than the prices they must pay when purchasing by item or meal;

(3) Increasing any cover, minimum, bread-and-butter, service, corkage, entertainment, check-room, parking or other special charges, or making such charges when they were not in effect during the base period except that a cover or minimum charge in effect during the base period may be increased in accordance with customary practice, where it was the practice to vary the charge in accordance with the type of entertainment offered and the increase does not cause the charge to go above the highest charge made during the last twelve month period;

(4) Requiring as a condition of sale of an item or meal the purchase of other items or meals when such condition was not in effect during the base period, except that you may refuse to sell coffee unless a customer also purchases another food item;

(5) Reducing the selection of meals offered at table d'hote prices when the food items which you customarily offered in such meals are being offered at a la carte prices which when added together total more than the table d'hote price for the complete meal or give your customers less value for their money.

Example 1. If you customarily offered fish on table d'hote dinners at $1.10, you may not now offer fish a la carte and refuse to offer it on a table d'hote dinner priced at $1.10.

Example 2. If you offered table d'hote dinners during the base period at 85¢ to $1.25 which included dessert and beverages, you may now offer the same food item excluding dessert and beverage at 65¢ to $1.05, providing you also offer dessert and beverage to be served with the meals at prices which do not total more than 20¢.

(b) You will not be considered evading the provisions of this regulation, however, if you do any of the following things, even though you did not do any of these things during the seven-day period:

(1) You may limit your customers to one cup of coffee per meal.

(2) You may limit your customers to one pat of butter per meal.

(3) You may reduce the quantity, or eliminate altogether, condiments (such as catchup, chili sauce, etc.) which you may have customarily placed at the disposal of your customers and which now are, or may hereafter be, subject to any rationing regulation or rationing order of the Office of Price Administration.

(4) You may reduce the amount of sugar served with each cup of coffee or tea, or each bowl of cereal, fruit, or other similar food items with which sugar is served, to, but not less, than one teaspoonful, except that less may be given if required by your available supply.

You may not, however, make the curtailment authorized in the foregoing subparagraphs and furnish these curtailed items at an additional charge. For example, if during the seven-day period you furnished catchup, you may not now discontinue furnishing this item free, and at the same time offer to furnish it for an additional charge.

SEC. 9. *Rules for new proprietors.* (a) If you acquire another's business subsequent to the effective date of this regulation and continue the business in the same place, you are subject to the same ceiling prices and duties as the previous proprietor. Prior to acquiring another's business, however, you may apply to the Office of Price Administration for permission to price under paragraph (b) of this section. If such permission is granted, it may be subject to such conditions as the Office of Price Administration deems necessary.

(b) If you open an eating or drinking place after the seven-day period, you must fix ceiling prices in line with the ceiling prices of the nearest eating or drinking place of the same type as yours. If the ceiling prices are so fixed as to be too high and threaten to have an inflationary effect on the price of food or drink, the Office of Price Administration may issue an order requiring you to reduce your ceiling prices. You are subject to the record requirements of section 12 and the posting requirements of section 13 immediately upon the opening of your place.

SEC. 10. *Seasonal eating and drinking places*—(a) *Exempt places.* If you are the proprietor of a seasonal eating or drinking place that

(1) Was not open during the base period from April 4 to 10, 1943;

(2) Receives 90 per cent or more of its total annual revenue during four calendar months of the year;

(3) Is located in an area for which no maximum rent regulation has been issued;

the prices for food items and meals offered by you in that place are exempt from control.

You must not regard this exemption as relieving you from the obligations imposed upon you by General Order 50, and you are still subject to the provisions of section 22 of this regulation.

Pursuant to this latter section, the Lubbock District Director will, by special order, establish maximum prices for any seasonal eating or drinking place which takes undue advantage of the exemption.

(b) *Non-exempt places.* If you are the proprietor of a seasonal eating or drinking place which is not exempt under the terms of paragraph (a), you must figure your ceiling prices as follows:

(1) If the place was in operation during the base period from April 4 to April 10, 1943, use the rules set forth in sections 2, 3, and 4.

(2) If the place was not in operation during the base period from April 4 to April 10, 1943, but another place of the same type and within a reasonable distance was in operation during that period, fix your ceiling prices as a new proprietor under the terms of section 9 (b).

(3) If you cannot price under subparagraph (1) or (2) above, you must apply for a price to the OPA District Office for the area in which your place is located. Your application must be filed ten days prior to the date you plan to commence operations and present the following information:

(i) Your name and address.

(ii) A brief description of your business and the manner of operation.

(iii) A list showing the prices you charged during the previous season as well as the prices you propose to charge during the coming season.

(iv) The date when you plan to commence operations.

(v) The names of two establishments similar to yours.

You may charge the prices listed if they are not disapproved by the Office of Price Administration prior to the date specified for the commencement of operations. That Office may, at any time, after proper investigation and hearing, establish such maximum prices for your business as it deems proper.

SEC. 11. *Taxes.* If in the seven-day period you stated and collected the amount of any tax separately from the price you charged, you may continue to do so. You may also separately state and collect the amount of any new tax or of any increase in the amount of a previous tax on the sale of food or drink or on the business of selling food or drink, if the tax is measured by the number of price of items or meals.

SEC. 12. *Records.* (a) You must observe all the record keeping and filing requirements of General Order No. 50 which are hereby made a part of this regulation by reference.

(b) *Customary records.* You must preserve all your existing records relating to your prices, costs and sales. You must also continue to maintain such records as you ordinarily kept. All such records shall be subject to examination by the Office of Price Administration.

(c) *Records of the seven-day period.* You must make available for examination by any person during ordinary business hours a copy of each menu used by you in the seven-day period. If you did not use menus, you must make available for such examination a list of the highest prices you charged in the seven-day period.

(d) *Filing by new proprietors.* The proprietor of an eating or drinking place which was not open during the seven-day period (including newly-opened places) shall file menus or a price list in accordance with paragraph (a) of General Order 50 except that (1) the filing shall be for the seven-day period beginning with the first Sunday that place is open after April 4, 1943, and (2) the filing shall be made within three weeks of such first Sunday.

(e) *Future records.* Beginning with the effective date of this regulation you must keep, for examination by the Office of Price Administration, two each of the menus used by you each day. If you do not use menus you must prepare in duplicate, and preserve for such examination, a record of the prices charged by you each day, except that you need not record prices which are the same as, or less than, prices which you previously recorded for the same item or meals. Proprietors who operate a number of eating or drinking places in the same city which have customarily been subject to central control may keep the records required by this paragraph for those places at a central office or the principal place of business within the city.

SEC. 13. *Posting.* (a) Beginning September 22, 1943, each menu must have clearly written on or attached to it the following statement:

All prices listed are our ceiling prices or below. By Office of Price Administration regulation, our ceiling prices are based on our highest prices from April 4, 1943, to April 10, 1943. Records of these prices are available for your inspection.

(b) If you made menus available in the seven-day period, you shall continue to make them available.

(c) In addition to the requirements in (a) and (b), you must post in a conspicuous place, preferably at or near the cash register, a sign or poster when furnished by the Office of Price Administration. You must enter after each meal or food item on this list your ceiling price for such meal or food item.

SEC. 14. *Operation of several places.* If you own or operate more than one eating or drinking place, you must do everything required by this regulation for each place separately.

SEC. 15. *Relation to other maximum price regulations.* The provisions of this regulation shall supersede other regulations, including the General Maximum Price Regulation, now or hereafter issued by the Office of Price Administration, insofar as they establish maximum prices for meals and food items sold by eating and drinking places. However, a price charged during the base period of this regulation shall not become a maximum price under this regulation to the extent that it exceeded the maximum price established by another regulation applicable at that time.

SEC. 16. *Geographical application.* This Revised Restaurant Maximum Price Regulation No. 5–5 applies to the Lubbock, Texas, District composed of the Counties of Andrews, Armstrong, Bailey, Borden, Brewster, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crane, Crosby, Culberson, Dallam, Dawson, Deaf Smith, Dickens, Donley, Ector, El Paso, Floyd, Gaines, Garza, Glasscock, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Howard, Hudspeth, Hutchinson, Irion, Jeff Davis, Kent, King, Lamb, Lipscomb, Loving, Lubbock, Lynn, Martin, Midland, Mitchell, Moore, Motley, Ochiltree, Oldham, Parmer, Pecos, Potter, Presidio, Randall, Reagan, Reeves, Roberts, Scurry, Sherman, Sterling, Stonewall, Swisher, Terry, Upton, Ward, Wheeler, Winkler, and Yoakum in the State of Texas.

SEC. 17. *Enforcement.* Persons violating any provisions of this regulation are subject to the criminal penalties, civil enforcement actions, suits for treble damages and proceedings for suspension of licenses, provided for by the Emergency Price Control Act of 1942, as amended.

SEC. 18. *Exempt sales.* Sales by the following eating or drinking places are specifically exempt from the provisions of this regulation:

(a) Eating and drinking places located on church premises and operated in connection with special church, Sunday school, and other religious occasions.

(b) Hospitals, except for food items and meals served to persons other than the patients when a separate charge is made for such food items and meals.

(c) Eating and drinking places located on board common carriers (when operated as such), including railroad dining cars, club, bar, and buffet cars, and peddlers aboard railroad cars traveling from station to station.

(d) Eating and drinking places operated by any school, college, or university, which is a non-profit institution; that is where no part of the net earnings inures to the benefit of any private individual, which sells food items or meals on a non-profit or cost basis, or as near thereto as reasonable accounting methods will permit, and substantially all sales of which are made to students, faculty members, and employees of such institutions. For the purpose of this section, persons receiving instruction on the premises of such institutions by arrangement with the War Department or the Department of the Navy shall be considered as students.

SEC. 19. *Adjustments.* (a) The Office of Price Administration may adjust the maximum prices for any eating establishment under the following circumstances:

(1) The establishment is operating under such hardship as to cause a substantial threat to the continuance of its operation.

(2) It is determined with reasonable certainty that such discontinuance will result in serious inconvenience to consumers in that they will either be deprived of all restaurant service or will have to turn to other establishments that present substantial difficulties as to distance, hours of service, selection of meals or food items offered, capacity, or transportation.

(3) By reason of such discontinuance, the same meals or food items will cost the customers of the eating establishments as much or more than the proposed adjusted prices.

(b) If you are the proprietor of an eating establishment which satisfies the requirements specified above, you may apply for an adjustment of your maximum prices by submitting to your OPA District Office a statement setting forth:

(1) Your name and address.

(2) A description of your eating establishment including: type of service rendered (such as cafeteria, table service, etc.), classes of meals offered (such as breakfast, lunch, and dinner), number of persons served per day during the most recent thirty-day period,[1] and such other information that may be useful in classifying your establishment.

(3) The reasons why your customers will be seriously inconvenienced if you discontinue operations.

(4) The names and addresses of the three nearest eating places of the same type as yours.

(5) A list showing your present maximum prices and your requested adjusted prices.

(6) A profit and loss statement for your restaurant business for the most recent three-month accounting period, and a copy of your last income tax return if one was filed separately for your restaurant business.

(7) Any other information requested by the Lubbock District Office.

Applications for adjustment under this section shall be acted upon by the Director of the Lubbock District Office.

SEC. 20. *Definitions and explanations.* (a) "Person" means individual, corporation, partnership, association or other organized group of persons or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, any other government, or any of its political subdivisions, and any agencies of any of the foregoing.

(b) "Meal" means a combination of food items sold at a single price. Examples of meals are a five-course dinner, a club breakfast, and a blue-plate special. Two or more kinds of food which are prepared or served to be eaten together as one dish are not a "meal." Examples of such dishes are: ham and eggs, bread and butter, apple pie and cheese.

(c) "Offered" means offered for sale and includes the listing or posting of prices for items and meals even though the items and meals so offered were not actually on hand to be sold.

(d) "Food item" means an article or portion of food (including beverages) sold or served by an eating or drinking place for consumption in or about the place or to be taken out for eating without change in form or additional preparation. It includes two or more kinds of food which are prepared or served to be eaten together as one dish, such as ham and eggs, bread and butter, apple pie and cheese.

(e) "Seasonal food item" means a food item (including beverages) not generally offered for sale throughout the year and normally available in quantities only during certain seasonal production periods of each year. Examples are: certain shell-fish such as oysters; certain fresh fish such as salmon, trout and shad; certain vegetables such as summer squash; and certain fruits such as berries and melons.

(f) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942, and in the General Maximum Price Regulation, issued by the Office of Price Administration, shall apply to other terms used herein.

SEC. 21. *Classes of food items and meals.* (See definition of "food item" and "meal" contained in section 18.)

(a) *The classes of food items.*

BREAKFAST ITEMS

1. Fruits, fruit juices and vegetable juices
2. Cereals
3. Entrees: egg and combination egg dishes served at breakfast
4. Entrees: meat and meat combination dishes served at breakfast
5. Entrees: all other dishes served at breakfast
6. Breads, rolls, buns, Danish-pastries, etc., served at breakfast
7. All other breakfast dishes including jams, jellies, and preserves

OTHER ITEMS

8. Appetizers, except alcoholic cocktails
9. Soups, including soups in jelly
10. Beef; steaks and roasts
11. Veal; steaks, chops, and roasts
12. Pork; loin, chops, steaks, roasts
13. Lamb or mutton; chops, roasts
14. Poultry and fowl
15. Fish and shell-fish
16. Game
17. Miscellaneous and variety meats, including liver and kidneys
18. Prepared dishes, such as stews, casseroles, ragouts, curries, etc.
19. Egg and cheese dishes and combinations thereof
20. All other dishes such as spaghetti and combinations, vegetable platters, baked beans and combinations, chop suey, etc.
21. Vegetables, including potatoes.
22. Salads (except as served as a main course or appetizer course in a meal)
23. Desserts: cakes, cookies, pies, pastries and other baked goods
24. Desserts: ice cream, sherbets, water ices, including combinations with syrups, creams, fruits and nuts
24a. Desserts: seasonal dessert specialties such as watermelon and canteloupe
25. Desserts: all others, including fruits, puddings and cheese
26. Cold sandwiches, including garnishings, salads, and vegetables
27. Hot sandwiches including garnishings, salads and vegetables
28. All other food items served in a meal including mints and preserves
29. Beverage foods, including coffee, cocoa, chocolate, tea and milk

BEVERAGES

30. Non-alcoholic beverages, including sparkling and mineral waters
31. Alcoholic malt beverages, including beer and ale
32. Wines, including sparkling wines
33. Liquors; including whiskeys, gins and brandies
34. Cordials, including fruit liqueurs
35. All other alcoholic beverages

(b) *The classes of meals.* For purposes of this regulation there shall be thirteen classes of meals, namely: breakfast, lunch, tea, dinner and supper during week days, and breakfast, lunch, tea, dinner and supper on Sundays, children's breakfast, lunch and dinner.

SEC. 22. *Special orders.* The provisions of this regulation to the contrary notwithstanding, the Office of Price Administration may from time to time issue special orders providing for the establishment or reduction of the maximum price of any food item or items or meal or meals sold or offered by any seller or sellers when, in the judgment of the District Director, such action is necessary or desirable to prevent inflation, to stabilize prices affecting the cost of living, or to carry out the purposes of the Emergency Price Control Act of 1942, as amended, and Executive Orders No. 9250 and 9328.

SEC. 23. *Licensing.* The provisions of Licensing Order No. 1, licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation or schedule. A seller's license may be suspended for violations of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

SEC. 24. *Revocation and amendment.* (a) This regulation may be revoked, amended, or corrected at any time.

(b) You may petition for an amendment of any provision of this regulation (including a petition pursuant to Supplementary Order 28) by proceeding in accordance with Revised Procedural Regulation No. 1 except that the petition shall be filed with and acted upon by the Lubbock District Director.

This regulation shall become effective March 28, 1944.

NOTE: The reporting and record keeping requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. No. 9250, 7 F.R. 7871, and E.O. No. 9328, 8 F.R. 4681.)

Issued at Lubbock, Texas, this 28th day of March, 1944.

HOWARD R. GHOLSON,
District Director.

[F. R. Doc. 44-11224; Filed, July 27, 1944; 4:05 p. m.]

[1] In counting the number of persons served, anyone who was served more than once is to be counted separately for each occasion he was served.

PART 1448—EATING AND DRINKING ESTABLISHMENTS

[Rev. Restaurant MPR 5-3]

FOOD AND DRINK SOLD FOR IMMEDIATE CONSUMPTION IN SAN ANTONIO, TEX., DISTRICT

Restaurant Maximum Price Regulation No. 5-3 is redesignated Revised Restaurant Maximum Price Regulation No. 5-3 and is revised and amended to read as follows:

In the judgment of the San Antonio, Texas, District Director of Region V, the prices of food and beverages sold for immediate consumption in the San Antonio District as described in this regulation have risen, and are threatening further to rise, to an extent and in a manner inconsistent with the purpose of the Emergency Price Control Act of 1942, as amended, and Executive Orders 9250 and 9328.

In the judgment of the District Director of the San Antonio, Texas, District, the maximum prices established by this regulation are generally fair and equitable and are necessary to (and will) check inflation and effectuate the purposes of the Act. So far as practicable, the District Director of the San Antonio, Texas, District gave due consideration to prices prevailing between October 1 and 15, 1941, and consulted with the representatives of those affected by this regulation.

A statement of the considerations involved in the issuance of this regulation is issued simultaneously herewith.*

Therefore, in accordance with the direction of the President to take action which will stabilize prices affecting the cost of living, and under the authority therewith delegated by the President pursuant to the Act of Congress approved October 2, 1942, entitled "An Act to Aid in Stabilizing the Cost of Living (7 F.R. 7565), 77th Congress, Second Session, and under the authority of Executive Order 9250, Executive Order 9328, and the Emergency Price Control Act of 1942, the District Director of the San Antonio, Texas, District hereby issues this Revised Restaurant Maximum Price Regulation No. 5-3, establishing as maximum prices for food and drink sold for immediate consumption the prices prevailing therefor during the seven-day period beginning April 4, 1943, and ending April 10, 1943.

§ 1448.403 *Maximum prices for food and drink sold for immediate consumption.* Under the authority vested in the District Director of the San Antonio, Texas, District by the Emergency Price Control Act of 1942, as amended, Executive Order 9250, Executive Order 9328, and General Order No. 50 issued by the Office of Price Administration, and Order of Delegation of Authority Under General Order 50 issued by the Regional Administrator of Region V, Revised Restaurant Maximum Price Regulation No. 5-3 (Food and Drink Sold for Immediate Consumption), which is annexed hereto and made a part hereof, is hereby issued.

AUTHORITY: § 1448.403 issued under 56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681.

REVISED RESTAURANT MAXIMUM PRICE REGULATION NO. 5-3—FOOD AND DRINK SOLD FOR IMMEDIATE CONSUMPTION

Sec.
1. Sales at higher than ceiling prices prohibited.
2. How you figure ceiling prices for food items and meals you offered in the seven-day period from April 4, 1943, to April 10, 1943.
3. How you figure ceiling prices for food items and meals which you cannot price under section 2.
4. How you figure ceiling prices which you cannot determine under sections 2 or 3.
5. How you figure your prices for seasonal items.
6. Substitution of food items in meals.
7. Prohibition against manipulation of meal offerings.
8. Evasion.
9. Rules for new proprietors.
10. Seasonal eating and drinking places.
11. Taxes.
12. Records.
13. Posting.
14. Operation of several places.
15. Relation to other maximum price regulations.
16. Geographical application.
17. Enforcement.
18. Exempt sales.
19. Adjustments.
20. Definitions and explanations.
21. Classes of food items and meals.
22. Special orders.
23. Licensing.
24. Revocation and amendment.

SECTION 1. *Sales at higher than ceiling prices prohibited.* If you own or operate a restaurant, hotel, cafe, bar, delicatessen, soda fountain, boarding house, or any other eating or drinking place, you must not offer or sell any "food item" (including any beverage) or "meal" at a price higher than the ceiling price which you figure according to the directions in the next four sections (sections 2 to 5, incl.). You may, of course, sell at lower than ceiling prices.

You may not sell any "food item" at a maximum price determined in accordance with this regulation if the maximum price so determined is a result of a violation by you of any regulation or order of the Office of Price Administration which is or was in effect during the base period used by you in establishing your price.

SEC. 2. *How you figure ceiling prices for food items and meals you offered in the seven-day period from April 4, 1943, to April 10, 1943.* Your ceiling price for any "food item" or "meal" is the highest price at which you offered the same "food item" or the same "meal" as a "meal of the same class" in the seven-day period beginning Sunday, April 4, 1943, and ending Saturday, April 10, 1943. (There are thirteen classes of "meals" provided for in section 21 B of this regulation).

Example. If you charged during the seven-day period 75 cents for a dinner on week days and $1.00 for the identical dinner on Sunday, the most you can charge for the dinner on week days is 75 cents because section 21B provides that weekday dinners are dinners of a different class from Sunday dinners.

SEC. 3. *How you figure ceiling prices for food items and meals which you cannot price under section 2.* If you cannot figure your ceiling price for a "food item" or "meal" under section 2 and if you have adequate records of the prices you charged during the period from March 7 to April 3, 1943, inclusive, you must take, as your ceiling price for such "food item" or "meal," the highest price at which you offered the same "food item" or the same "meal" as a "meal of the same class" during that four-week period. (See section 21B for classes of meals.)

SEC. 4. *How you figure ceiling prices which you cannot determine under sections 2 or 3.* If you cannot determine your ceiling price for a "food item" or "meal" under sections 2 or 3, you must proceed as follows:

(a) Determine the cost of the raw food which you use in preparing the new "food item" or "meal."

(b) From the "food items" and "meals" for which you have already established ceiling prices choose a "food item" or "meal" which currently has a raw food cost equal to or less than the raw food cost of the new "food item" or "meal."

Example. You desire to determine your ceiling price for a broiled trout dinner to be served on week days and you did not serve such a dinner on week days during the period from March 7 to April 10, 1943, inclusive. You find that the raw food cost of this meal is 50 cents. You select from the meals for which you have already established ceiling prices a week-day dinner which has a raw food cost equal to or less than 50 cents. Since you may not select a meal which has a greater food cost than the raw food cost of the meal you are pricing, the meal you select in this instance must not have a raw food cost of more than 50 cents.

(c) Take as your ceiling price for the new "food item" or "meal" your ceiling price for the "food item" or "meal" chosen for comparison. The "food item" or "meal" offered for such comparison should be of the same class as the new "food item" or "meal" (the different classes of "meals" and "food items" are set out in section 21B). If, however, you can find no "food item" or "meal" of the same class, you may use for comparison the most similar "food item" or "meal" of another class having a food cost equal to or less than your food cost for the new "food item" or "meal." "Currently" as used herein means current on the day you figure your price.

(d) Under no circumstances are you permitted to use a raw food cost which exceeds the current maximum price fixed under any applicable maximum price regulation or order of the Office of Price Administration.

(e) Under no circumstances are you permitted to charge a higher price for any "food item" or "meal" determined under this section which is higher than the highest of the following prices:

(1) Your highest ceiling price for "food items" or "meals of the same class" offered in the seven-day period; or

(2) The last price at which you sold the same "food item" or the same "meal" as a "meal of the same class" prior to March 7, 1943, provided you first file with the appropriate War Price and Rationing Board a menu or certified copy of the record showing the last price charged. The limitations under this section 4, paragraph (e), shall not apply to seasonal dessert specialties specified in section 21A, class 25.

Example 1. If you did not serve split pea soup during the five-week period and you determine the price in accordance with section 4, arriving at a price of 25 cents for split pea soup and the highest price you charged for any soup during the seven-day period was 15 cents, you may not now charge more than 15 cents for split pea soup, unless you find that the last time you served the soup

*Copies may be obtained from the Office of Price Administration.

prior to March 7, 1943, you offered it at a price of more than 15 cents in which event you may take as your price either the 25 cents arrived at under section 4 or the highest price charged by you for split pea soup prior to March 7, 1943, whichever is the lower.

Example 2. If you did not serve a chicken dinner on a week day during the five-week period and now wish to do so, you must calculate your maximum price under section 4. Suppose that your calculated price is $1.25 and the highest priced week-day dinner you served during the seven-day period from April 4 to April 10, 1943, inclusive, was $1.00, you may not now charge more than $1.00 for this week-day dinner, unless the last time you served a week-day chicken dinner prior to March 7, 1943, you served it at a higher price than $1.00. In such case, you may use the last price charged, or your price calculated under section 4, whichever is lower. Observe the requirement that a supporting menu or certified copy of a record showing the maximum price charged must be first filed with your War Price and Rationing Board.

SEC. 5. *How you figure your prices for seasonal items.* (a) First you determine your ceiling price for a "seasonal food item" (defined in section 20 (e)) in accordance with the first applicable pricing provision contained in sections 2, 3, and 4 of this regulation. Thereafter, this price must be varied in proportion to any seasonal change in the raw food cost of the item: *Provided*, That in no event shall the price be higher than the ceiling price as originally determined. If in the past it has been your practice to maintain one price throughout the season, you need not vary your ceiling price according to this rule provided the ceiling price was based upon estimated average raw food cost of the item for the entire season.

Example. Suppose when you first determine your maximum price for a serving of strawberries and cream it is 25 cents per serving and the raw food cost of this item is 12½ cents. Later, your raw food cost on this item is reduced to 10 cents, then the maximum price you may charge for a serving of strawberries at such time is 20 cents.

(b) In reducing your price of a "seasonal food item," you may ignore any reduction in raw food cost which would reduce the price of the item less than 5 cents. If the reduction is more than 5 cents and you customarily express your prices in multiples of 5 cents, you may adjust your price to the nearest figure which will be a multiple of 5 cents.

(c) Except for ceiling prices which are to be varied in accordance with this section, all of your ceiling prices for food items or meals once fixed or determined may not be changed by you.

SEC. 6. *Substitution of food items in meals.* If you have already determined your ceiling price for a meal, you may substitute for any food item other than the entree (or main dish) in that meal any other food item of the same class without refiguring your ceiling price, provided the new food item costs you approximately as much and offers customers about the same value as the food item which it replaces. A meal becomes a "new" meal whenever the entree (or main dish) is changed or a new food item is substituted which costs you less or offers your customers lower value than the food item which it replaces, and you must, therefore, determine its ceiling price in accordance with the rules established by section 4.

SEC. 7. *Prohibition against manipulation of meal offerings.* You must not manipulate your meal offerings in a manner which will force your customers to pay more than they did during the seven-day period. Among other things, you must not

(a) Reduce the number of meals offered at prices equal to or below your "middle price" for meals of the same class without making a corresponding reduction in the number of meals offered at prices above that middle price. By "middle price" is meant the price most nearly at the mid-point of your price range for meals of the same class. To determine the mid-point, add the price of your highest priced meal to the price of your lowest priced meal of the same class and divide by two.

(b) Cease to offer at least as many different meals at or below the lowest price charged by you for meals of the same class on any day you select in the seven-day period, as you did on that day.

Example 1: You have always offered five meals on week days at $1.50, $1.25, $1.00, 85¢ and 65¢. The mid-point is $1.07½. Your middle price is $1.00. You may not eliminate your 85¢ meal without eliminating either your $1.25 or your $1.50 meal.

Example 2: If you select Friday, April 9, 1943, to determine the lowest price and the number of week-day meals offered at that price, and if on that day you offered six week-day dinners, of which two were priced at 85¢ and one each at 90¢, $1.00, $1.10 and $1.15, you must continue to offer two week-day dinners at 85¢. Note that Sunday meals and week-day meals are meals of a different class.

SEC. 8. *Evasion.* (a) You must not evade or avoid the provisions of this regulation by any scheme or device whatsoever. Some, but not all, practices which will be regarded as evasive are:

(1) Dropping food items from meals, deteriorating quality or reducing quantity without making sufficient reduction in price so as to maintain the raw food cost ratio at least equal to such ratio prior to the deterioration or reduction;

(2) Withdrawing the offer, or increasing the price, of any meal ticket, weekly rate, or other arrangement by which customers may buy food items or meals at less than the prices they must pay when purchasing by item or meal;

(3) Increasing any cover, minimum, bread-and-butter, service, corkage, entertainment, check-room, parking or other special charges, or making such charges when they were not in effect in the seven-day period except that a cover or minimum charge in effect during the base period may be increased in accordance with customary practice, where it was the practice to vary the charge in accordance with the type of entertainment offered and the increase does not cause the charge to go above the highest charge made during the last twelve-month period;

(4) Requiring as a condition of sale of an item or meal the purchase of other items or meals when such condition was not in effect during the base period.

(5) Reducing the selection of meals offered at table d'hote prices when the food items which you customarily offered in such meals are being offered at a la carte prices which, when added together, total more than the table d'hote price for the complete meal or give your customers less value for their money.

(6) Shortening the period of time in each day during which table d'hote meals are offered unless there is a corresponding reduction in the period of time in which a la carte meals are served.

(b) You will not be considered evading the provisions of this regulation, however, if you do any of the following things, even though you did not do any of these things during the seven-day period:

(1) You may limit your customers to one cup of coffee per meal.

(2) You may limit your customers to one pat of butter per meal.

(3) You may reduce the quantity, or eliminate altogether, condiments (such as catchup, chili sauce, etc.) which you may have customarily placed at the disposal of your customers and which now are, or may hereafter be, subject to any rationing order or rationing regulation of the Office of Price Administration.

(4) You may reduce the amount of sugar served with each cup of coffee or tea, or each bowl of cereal, fruits, or other similar food items with which sugar is served, to, but not less than, one teaspoonful except that less than that may be given if required by your available supply.

You may not, however, make the curtailment authorized in the foregoing subparagraphs and furnish these curtailed items at an additional charge. For example, if during the seven-day period you furnished catchup, you may not now discontinue furnishing this item free and at the same time offer to furnish it for an additional charge.

SEC. 9. *Rules for new proprietors.* (a) If you acquire another's business subsequent to the seven-day period and continue the business in the same place, you are subject to the same ceiling prices and duties as the previous proprietor would have been had he continued to operate the business.

(1) If your acquisition was subsequent to the seven-day period but prior to the effective date of this regulation, you may apply to the Office of Price Administration for permission to price under paragraph (b) of this section. You may not, however, make such application after July 1, 1944.

(2) Prior to acquiring another's business after the effective date of this regulation, you may apply to the Office of Price Administration for permission to price under paragraph (b) of this section. If you are granted permission to price under paragraph (b) of this section, it will be subject to such conditions as the Office of Price Administration deems necessary.

(b) If you open an eating or drinking place after the seven-day period, you must fix ceiling prices in line with the ceiling prices of the nearest eating or drinking place of the same type as yours. If the ceiling prices so fixed are too high and threaten to have an inflationary effect on the price of food or drink, the Office of Price Administration may issue an order requiring you to reduce your ceiling prices. You are subject to the record requirements of section 12 and the posting requirements of section 13 immediately upon the opening of your place.

SEC. 10. *Seasonal eating and drinking places*—(a) *Exempt places.* If you are the proprietor of a seasonal eating or drinking place that fills all the following classifications:

(1) Was not open during the base period from April 4 to 10, 1943;

(2) Receives 90 per cent or more of its total annual revenue during four calendar months of the year; and

(3) Is located in an area for which no maximum rent regulation has been issued;

the price for food items and meals offered by you in that place are exempt from control.

You must not regard this exemption as relieving you from the obligations imposed upon you by General Order 50, and you are still subject to the provisions of section 22 of this regulation. Pursuant to this latter section, the Administrator will, by special order, establish maximum prices for any seasonal eating or drinking place which takes undue advantage of the exemption.

(b) *Non-exempt places.* If you are the proprietor of a seasonal eating or drinking place which is not exempt under the terms of paragraph (a), you must figure your ceiling prices as follows:

(1) If the place was in operation during the base period from April 4 to April 10, 1943, use the rules set forth in sections 2, 3, 4, and 5.

(2) If the place was not in operation during the base period from April 4 to April 10, 1943, but another place of the same type and within a reasonable distance was in operation during that period, fix your ceiling prices as a new proprietor under the terms of section 9 (b).

(3) If you cannot price under subparagraphs (1) and (2) above, you must apply for a price to the OPA District Office for the area in which your place is located. Your application must be filed ten days prior to the date you plan to commence operations and present the following information:

(i) Your name and address;

(ii) A brief description of your business and the manner of operation;

(iii) A list showing the prices you charged during the previous season as well as the prices you propose to charge during the coming season;

(iv) The date when you plan to commence operations;

(v) The names of two establishments similar to yours. You may charge the prices listed if they are not disapproved by the Office of Price Administration prior to the date specified for the commencement of operations. That Office may at any time, after proper investigation and hearing, establish such maximum prices for your business as it deems proper.

SEC. 11. *Taxes.* If in the seven-day period you stated and collected the amount of any tax separately from the price you charged, you may continue to do so. You may also separately state and collect the amount of any new tax or of any increase in the amount of a previous tax on the sale of food or drink or on the business of selling food or drink, if the tax is measured by the number or price of items or meals.

SEC. 12. *Records.* (a) You must observe all the record-keeping and filling requirements of General Order No. 50, which are hereby made a part of this regulation by reference.

(b) *Customary records.* You must preserve all your existing records relating to your prices, costs and sales. You must also continue to maintain such records as you ordinarily kept. All such records shall be subject to examination by the Office of Price Administration.

(c) *Records of the seven-day period.* You must make readily available for examination by any person during ordinary business hours a copy of each menu used by you in the seven-day period. If you did not use menus, you must make readily available for such examination a list of the highest prices you charged in the seven-day period.

(d) *Filing by new proprietors.* The proprietor of an eating or drinking place which was not open during the seven-day period (including newly-opened places) shall file menus or a price list in accordance with paragraph (a), (of General Order 50), except that (1) the filing shall be for the seven-day period beginning with the first Sunday that place is open after April 4, 1943, and (2) the filing shall be made within three weeks of such first Sunday.

(e) *Future records.* Beginning with the effective date of this regulation, you must keep, for examination by the Office of Price Administration, two each of the menus used by you each day. If you do not use menus, you must prepare, in duplicate, and preserve for such examination, a record of the prices charged by you each day, except that you need not record prices which are the same as, or less than, prices you previously recorded for the same item or meals. Proprietors who operate a number of eating or drinking places in the same city which have customarily been subject to central control may keep the records required by this paragraph for those places at a central office or the central office of the principal place of business within the city.

SEC. 13. *Posting.* (a) Beginning September 20, 1943, each menu must have clearly written on or attached to it the following statement:

All prices listed are our ceiling prices or below. By Office of Price Administration Regulation, our ceiling prices are based on our highest prices from April 4, 1943, to April 10, 1943. Records of these prices are available for your inspection.

(b) If you made menus available in the seven-day period, you shall continue to make them available.

(c) In addition to the requirements in (a) and (b), you must post in a conspicuous place, preferably at or near the cash register, a sign or poster when furnished by the Office of Price Administration. You must enter after each meal or food item on this list your ceiling price for such meal or food item.

SEC. 14. *Operation of several places.* If you own or operate more than one eating or drinking place, you must do everything required by this regulation for each place separately.

SEC. 15. *Relation to other maximum price regulations.* The provisions of this regulation shall in the territory covered by it, as set out in section 16 hereof, supersede other regulations, including the General Maximum Price Regulation, now issued by the Office of Price Administration insofar as they establish maximum prices for meals and food items sold by eating and drinking places. However, a price charged during the base period of this regulation shall not become a maximum price under this regulation to the extent that it exceeded the maximum price established by another regulation applicable at that time.

SEC. 16. *Geographical application.* This Revised Restaurant Maximum Price Regulation No. 5–3 applies to the following counties in the State of Texas: Aransas, Atascosa, Bandera, Bastrop, Bee, Bexar, Blanco, Brooks, Burnet, Caldwell, Calhoun, Cameron, Comal, Crockett, DeWitt, Dimmit, Duval, Edwards, Frio, Gillespie, Guadalupe, Goliad, Gonzales, Hays, Hidalgo, Jim Hogg, Jim Wells, Karnes, Kendall, Kenedy, Kerr, Kinney, Kimble, Kleberg, LaSalle, Live Oak, Llano, McMullen, Mason, Maverick, Medina, Menard, Nueces, Real, Refugio, San Patricio, Schleicher, Starr, Sutton, Terrell, Travis, Uvalde, Val Verde, Victoria, Webb, Willacy, Williamson, Wilson, Zavala, Zapata, and that portion of Lavaca County which lies within the corporate limits of the City of Yoakum, Texas.

SEC. 17. *Enforcement.* Persons violating any provisions of this Regulation are subject to the criminal penalties, civil enforcement actions, suits for treble damages and proceedings for suspension of licenses, provided for by the Emergency Price Control Act of 1942, as amended.

SEC. 18. *Exempt sales.* (a) Sales by the following eating or drinking places are specifically exempt from the provisions of this regulation:

(1) Eating and drinking places located on church premises and also any sales of food and beverages by churches, Sunday Schools, and other religious organizations unless such sales are made as a regular business.

(2) Hospitals, except for food items and meals served to persons other than the patients when a separate charge is made for such food items and meals.

(3) Eating and drinking places located on board common carriers (when operated as such) including railroad dining cars, club, bar and buffet cars, and peddlers aboard railroad cars traveling from station to station.

(4) Eating and drinking places operated by a school, college, university or other educational institution by a students' fraternity or other students' organization or association primarily for

the convenience or accommodation of students and faculty and not for profit as a commercial or business enterprise or undertaking.

(5) Eating and drinking places owned or operated by charitable, religious, or cultural organizations, recognized as such by the Bureau of Internal Revenue and exempt from payment of income tax by reason thereof, where no part of the net earnings inures to the benefit of any private shareholders or individual, and

(i) The net profits, if any, are devoted to religious, charitable, or cultural purposes generally recognized as such in the community where the food items and meals are served by such organization; or

(ii) It sells food items and meals only served primarily on a non-profit basis to members of the Armed Forces.

(6) Eating cooperatives formed by officers in the Armed Forces (as for example, Officers' Mess) operated as a non-profit cooperative (where no part of the net earnings inures to the benefit of any individual), which sells food items or meals on a cost basis (or as near thereto as reasonable accounting methods will permit), and substantially all sales of which are made to officers who are members of the cooperative.

(7) Bona fide private clubs which file with the appropriate Office of Price Administration District Office a statement setting forth that:

(i) The club is a non-profit organization and is recognized as such by the Bureau of Internal Revenue;

(ii) It sells food items and meals only to members and bona fide guests of members;

(iii) Its members pay dues of more than a mere nominal amount (the amount of dues paid by each class of members and the period covered by such dues should be indicated) and are elected to membership by a governing board, membership committee or other body; and

(iv) It is otherwise operated as a club.

Five days after filing such information, or earlier if so notified by the District Director, a private club may consider itself exempt unless and until it is otherwise notified by the District Director. Any club which, subsequent to such filing, changes its operations with respect to any of the requirements stated above shall immediately notify its Office of Price Administration District Office accordingly. Any club which sells food items or meals to persons other than members and bona fide guests of members is subject to this regulation with respect to all sales.

(8) Eating and drinking establishments operated by an Army Exchange under Army Regulations No. 210–65.

(b) Sales of fluid milk by eating and drinking places are specifically exempt from the provisions of this regulation, and will remain subject to Supplementary Regulation 14A under the General Maximum Price Regulation, and any other applicable regulation or order.

SEC. 19. *Adjustments.* (a) The Office of Price Administration may adjust the maximum prices for any eating establishment under the following circumstances:

(1) The eating establishment is operating under such hardship as to cause a substantial threat to the continuance of its operation.

(2) It is determined with reasonable certainty that such discontinuance will result in serious inconvenience to consumers in that they will either be deprived of all restaurant service or will have to turn to other establishments that present substantial difficulties as to distance, hours of service, selection of meals or food items offered, capacity, or transportation.

(3) By reason of such discontinuance, the same meals or food items will cost the customers of the eating establishment as much or more than the proposed adjusted prices.

(b) If you are the proprietor of an eating establishment which satisfies the requirements specified above, you may apply for an adjustment of your maximum prices by submitting to your OPA District Office a statement setting forth:

(1) Your name and address.

(2) A description of your eating establishment, including type of service rendered (such as cafeteria, table service, etc.) classes of meals offered (such as breakfast, lunch and dinner), number of persons served per day during the most recent thirty-day period, and such other information that may be useful in classifying your establishment. In counting the number of persons served, anyone who is served more than once is to be counted separately for each occasion he was served.

(3) The reasons why your customers will be seriously inconvenienced if you discontinue operations.

(4) The names and addresses of the three nearest eating places of the same type as yours.

(5) A list showing your present maximum prices and your requested adjusted prices.

(6) A profit and loss statement for your restaurant business for the most recent three-month accounting period, and a copy of your last income tax return if one was filed separately for your restaurant business.

(7) Any other information requested by the San Antonio District Office. Applications for adjustment under this section shall be acted upon by the Director of the San Antonio, Texas, District Office.

SEC. 20. *Definitions and explanations.* (a) "Persons" means individual, corporation, partnership, association or other organized group of persons or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, any other Government, any of its political subdivisions, and any agencies of any of the foregoing.

(b) "Meal" means a combination of food items sold at a single price. Examples of meals are a five-course dinner, a club breakfast, and a blue-plate special. Two or more kinds of food which are prepared or served to be eaten together as one dish are not a "meal". Examples of such dishes are: Ham and eggs, bread and butter, apple pie and cheese.

(c) "Offered" means offered for sale and includes the listing or posting of prices for items and meals even though the items and meals so offered were not actually on hand to be sold.

(d) "Food item" means an article or portion of food (including beverages) sold or served by an eating or drinking place for consumption in or about the place or to be taken out for eating or drinking without change in form or additional preparation. (Mere heating, cooling, seasoning or mixing with other food items does not constitute preparation). It includes two or more kinds of food which are prepared or served to be eaten together as one dish, such as ham and eggs, bread and butter, apple pie and cheese.

(e) "Seasonal food item" means a food item (excluding beverages) not generally offered for sale throughout the year and normally available in quantity only during certain seasonal production periods of each year. Examples are: Certain shell fish, such as oysters; certain fresh fish, such as salmon; certain fresh vegetables, such as summer squash; certain fresh fruits, such as berries and melons. Canned and quick-frozen foods are not seasonal items, nor are meats derived from domestic animals and fowl.

The terms "generally offered for sale" and "normally available" refer to practices and conditions prevailing prior to the entry of the United States into the present war.

(f) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 and in the General Maximum Price Regulation, issued by Office of Price Administration, shall apply to other terms used herein.

SEC. 21. *Classes of food items and meals.* (See definitions of "food item" and "meal" contained in section 20) (a) *The classes of food items.*

BREAKFAST ITEMS

1. Fruits, fruit juices and vegetable juices.
2. Cereals.
3. Entrees: egg and combination egg dishes served at breakfast.
4. Entrees: meat and meat combination dishes served at breakfast.
5. Entrees: all other dishes served at breakfast.
6. Breads, rolls, buns, Danish-pastries, etc., served at breakfast.
7. All other breakfast dishes including jams, jellies and preserves.

OTHER ITEMS

8. Appetizers, except alcoholic cocktails.
9. Soups, including soups in jelly.
10. Beef: steaks and roasts.
11. Veal: steaks, chops and roasts.
12. Pork: loin, chops, steaks, and roasts.
13. Lamb or mutton: chops and roasts.
14. Poultry and fowl.
15. Fish and shell-fish.
16. Game.
17. Miscellaneous and variety meats, including liver and kidneys.
18. Prepared dishes, such as stews, casseroles, ragouts, curries, etc.
19. Egg and cheese dishes and combinations thereof.
20. All other dishes such as spaghetti and combinations, vegetable platter, baked beans and combinations, chop suey, etc.
21. Vegetables, including potatoes.
22. Salads (except as served as a main course or appetizer course in a meal).
23. Tamales, enchiladas, chile concarne and other Mexican dishes.
24. Desserts: cakes, cookies, pies, pastries and other baked goods.
25. Desserts: ice creams, sherbets, water ices, including combinations with syrups, creams, fruits and nuts.

25a. Desserts: seasonal dessert specialties, such as watermelon and cantaloupe.

26. Desserts: all others, including fruits, puddings and cheese.
27. Cold sandwiches, including garnishings, salads and vegetables.
28. Hot sandwiches, including garnishings, salads and vegetables.
29. All other food items served in a meal, including mints and preserves.
30. Beverage foods, including coffee, cocoa, chocolate, tea and milk.

BEVERAGES

31. Non-alcoholic beverages, including sparkling and mineral waters.
32. Alcoholic malt beverages, including beer and ale.
33. Wines, including sparkling wines.
34. Liquors, including whiskeys, gins and brandies.
35. Cordials, including fruit liquors.
36. All other alcoholic beverages.

(b) *The classes of meals.* For the purposes of this regulation, there shall be thirteen classes of meals; namely, breakfast, lunch, tea, dinner and supper during week days, and breakfast, lunch, tea, dinner and supper on Sundays, children's breakfast, lunch and dinner.

SEC. 22. *Special orders.* The provisions of this regulation to the contrary notwithstanding, the Office of Price Administration may from time to time issue special orders providing for the establishment or reduction of the maximum price of any food item or items or meal or meals sold or offered by any seller or sellers when, in the judgment of the Administrator, such action is necessary or desirable to prevent inflation, to stabilize prices affecting the cost of living, or to carry out the purposes of the Emergency Price Control Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328.

SEC. 23. *Licensing.* The provisions of Licensing Order No. 1, licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation or schedule. A seller's license may be suspended for violations of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

SEC. 24. *Revocation and amendment.* (a) This regulation may be revoked, amended or corrected at any time.

(b) You may petition for an amendment of any provision of this regulation (including a petition pursuant to Supplementary Order 28) by proceeding in accordance with Revised Procedural Regulation No. 1, except that the petition shall be filed with and acted upon by the District Director.

This regulation shall become effective April 17, 1944.

NOTE: The reporting and record-keeping requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681; and General Order 50, 8 F.R. 4808)

Issued at San Antonio, Texas, this 13th day of April 1944.

FRANK M. COVERT, Jr.,
District Director.

[F. R. Doc. 44–11223; Filed, July 27, 1944; 4:05 p. m.]

PART 1448—EATING AND DRINKING ESTABLISHMENTS

[Rev. Restaurant MPR 5–12]

FOOD AND DRINK SOLD FOR IMMEDIATE CONSUMPTION IN FORT WORTH, TEX., DISTRICT

Restaurant Maximum Price Regulation 5–12 is redesignated Revised Restaurant Maximum Price Regulation 5–12 and is revised and amended to read as follows:

In the judgment of the Fort Worth, Texas, District Director, the prices of food and beverages sold for immediate consumption in the following counties in Texas: Archer, Baylor, Bell, Bosque, Brown, Callahan, Clay, Coke, Coleman, Comanche, Concho, Cooke, Coyrell, Denton, Eastland, Erath, Falls, Fisher, Foard, Hamilton, Hardeman, Haskell, Hill, Hood, Jack, Johnson, Jones, Knox, Lampasas, McCulloch, McLennan, Mills, Montague, Nolan, Palo Pinto, Parker, Runnels, San Saba, Shackelford, Somervell, Stephens, Tarrant, Taylor, Throckmorton, Tom Green, Wichita, Wilbarger, Wise, and Young, have risen and are threatening further to rise to an extent and in a manner inconsistent with the purpose of the Emergency Price Control Act of 1942, as amended, and Executive Orders 9250 and 9328.

In the judgment of the District Director of the Fort Worth, Texas, District, the maximum prices established by this Regulation are generally fair and equitable and are necessary to (and will) check inflation and effectuate the purposes of the Act. So far as practicable, the District Director of the Fort Worth, Texas, District gave due consideration to prices prevailing between October 1 and 15, 1941, and consulted with the representatives of those affected by this regulation.

A statement of the considerations involved in the issuance of this regulation is issued simultaneously herewith.*

Therefore, in accordance with the direction of the President to take action which will stabilize prices affecting the cost of living, and under the authority therewith delegated by the President pursuant to the Act of Congress approved October 2, 1942, entitled "An Act to Aid in Stabilizing the Cost of Living," 77th Congress, Second Session, and under the authority of Executive Order 9250, Executive Order 9328, and the Emergency Price Control Act of 1942, the District Director of the Fort Worth, Texas, District, hereby issued this Revised Restaurant Maximum Price Regulation No. 5–12, establishing as maximum prices for food and drink sold for immediate consumption in the counties mentioned above the prices prevailing therefor during the seven-day period beginning April 4, 1943, and ending April 10, 1943.

*Copies may be obtained from the Office of Price Administration.

§ 1448.412 *Maximum prices for food and drink sold for immediate consumption.* Under the authority vested in the District Director of the Fort Worth, Texas, District by the Emergency Price Control Act of 1942 as amended, Executive Order 9250, Executive Order 9328, and General Order No. 50, as amended, issued by the Office of Price Administration, and order of delegation of authority under General Order No. 50, as amended, issued by the Regional Administrator of Region V, Revised Restaurant Maximum Price Regulation No. 5–12 (Food and Drink Sold for Immediate Consumption), which is annexed hereto and made a part hereof, is hereby issued.

AUTHORITY: § 1448.412 issued under 56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681; Gen. Order No. 50, 8 F.R. 4808.

REVISED RESTAURANT MAXIMUM PRICE REGULATION 5–12—FOOD AND DRINK SOLD FOR IMMEDIATE CONSUMPTION

Sec.

1. Sales at higher than ceiling prices prohibited.
2. How you figure ceiling prices for food items and meals you offered in the seven-day period from April 4, 1943, to April 10, 1943.
3. How you figure ceiling prices for food items and meals which you cannot price under section 2.
4. How you figure ceiling prices which you cannot determine under sections 2 or 3.
5. How you figure your prices for seasonal items.
6. Substitution of food items in meals.
7. Prohibition against manipulation of meal offerings.
8. Evasion.
9. Rules for new proprietors.
10. Seasonal eating and drinking places.
11. Taxes.
12. Records.
13. Posting.
14. Operation of several places.
15. Relation to other maximum price regulations.
16. Geographical application.
17. Enforcement.
18. Exempt sales.
19. Adjustments.
20. Definitions and explanations.
21. Classes of food items and meals.
22. Special orders.
23. Licensing.
24. Revocation and amendment.

SECTION 1. *Sales at higher than ceiling prices prohibited.* If you own or operate

a restaurant, hotel, cafe, bar, delicatessen, soda fountain, boarding house, or any other eating or drinking place, you must not offer or sell any "food item" (including any beverage) or "meal" at a price higher than the ceiling price which you figure according to the direction in the next four sections (sections 2 to 5, inclusive). You may, of course, sell at lower than ceiling prices. However, a price charged during the period April 4, 1943, to April 10, 1943, as provided under section 2 hereof, or a price charged during the period March 7, 1943, to April 3, 1943, inclusive, as provided under section 3 hereof, shall not become a maximum price under this regulation if it exceeded the maximum price established by another regulation applicable at that time. In such case, the lawful maximum price applicable at that time shall be the maximum price hereunder.

SEC. 2. *How you figure ceiling prices for food items and meals you offered in the seven-day period from April 4, 1943, to April 10, 1943.* Your ceiling price for any "food item" or "meal" is the highest price at which you offered the same "food item" or the "same meal" in the seven-day period beginning Sunday, April 4, 1943, and ending Saturday, April 10, 1943. (There are thirteen classes of "meals" provided for in section 21 (b) of this regulation.)

Example. If you charged during the seven-day period 75 cents for a dinner on week days and $1.00 for the identical dinner on Sunday, the most you can charge for the dinner on week days is 75 cents because section 21 (b) provides that week-day dinners are dinners of a different class from Sunday dinners.

SEC. 3. *How you figure ceiling prices for food items and meals which you cannot price under section 2.* If you cannot figure your ceiling price for a "food item" or "meal" under section 2, and if you have adequate records of the prices you charged during the four-week period from March 7 to April 3, 1943, inclusive, you must take, as your ceiling price for such "food items" or "meals" the highest price at which you offered the same "food item" or the "same meal" during that four-week period. (See section 21 (b) for classes of meals.)

SEC. 4. *How you figure ceiling prices which you cannot determine under sections 2 or 3.* If you cannot determine your ceiling price for a "food item" or "meal" under section 2 or 3, you must proceed as follows:

(a) Determine the cost of the raw food which you use in preparing the new "food item" or "meal."

(b) From the "food items" and "meals" for which you have already established ceiling prices, choose a "food item" or "meal" which currently has raw food cost equal to or less than the raw food cost of the new "food item" or "meal."

Example. You desire to determine your ceiling price for a broiled trout dinner to be served on week days and you did not serve such a dinner on week days during the period from March 7 to April 10, 1943, inclusive. You find that the raw food cost of this meal is 50 cents. You select from the meals for which you have already established ceiling prices a week-day dinner which has a raw food cost equal to or less than 50 cents. Since you may not select a meal which has a greater food cost than the raw food cost of the meal you are pricing, the meal you select in this instance must not have a raw food cost of more than 50 cents.

(c) Take as your ceiling price for the new "food item" or "meal" your ceiling price for the "food item" or "meal" chosen for comparison. The "food item" or "meal" offered for such comparison should be of the same class as the new "food item" or "meal" (the different classes of "meals" and "food items" are set out in section 21 (b). If, however, you can find no "food item" or "meal" of the same class, you may use for comparison the most similar "food item" or "meal" of another class having a food cost equal to or less than your food cost for the new "food item" or "meal." "Currently" as used herein means current on the day you figure your price.

(d) Under no circumstances are you permitted to use a raw food cost which exceeds the current maximum price fixed under any applicable maximum price regulation or order of the Office of Price Administration.

(e) Under no circumstances are you permitted to charge a price for any "food item" or "meal" determined under this section which is higher than either of the following prices:

(1) Your highest ceiling price for "food items" or "meals" of the same class offered in the seven-day period; or

(2) The last price at which you sold the same "food item" or the same "meal" prior to March 7, 1943, provided you first file with the appropriate War Price and Rationing Board a menu or certified copy of the record showing the last price charged. The limitations under this section 4, paragraph (e) shall not apply to seasonal dessert specialties specified in section 21 (a), Class 25A.

Example 1. If you did not serve split pea soup during the five-week period and you determine the price in accordance with section 4, arriving at a price of 25 cents for split pea soup, and the highest price you charged for any soup during the seven-day period was 15 cents, you may not now charge more than 15 cents for split pea soup, unless you find that the last time you served the soup prior to March 7, 1943, you offered it at a price of more than 15 cents, in which event you may take as your price either the 25 cents arrived at under section 4 or the highest price charged by you for split pea soup prior to March 7, 1943, whichever is the lower.

Example 2. If you did not serve a chicken dinner on a week day during the five-week period and now wish to do so, you must calculate your maximum price under section 4. Suppose that your calculated price is $1.25 and the highest priced week-day dinner you served during the seven-day period from April 4, 1943, to April 10, 1943, inclusive, was $1.00, you may not now charge more than $1.00 for this week-day dinner, unless the last time you served a week-day chicken dinner prior to March 7, 1943, you served it at a higher price than $1.00. In such case, you may use the last price charged, or your price calculated under section 4, whichever is lower. Observe the requirement that a supporting menu or certified copy of a record showing the maximum price charged must be first filed with your War Price and Rationing Board.

(f) Except for ceiling prices which are to be varied in accordance with section 5, all of your ceiling prices for food items or meals once fixed or determined may not be changed by you.

SEC. 5. *How you figure your prices for seasonal items.* (a) First you determine your ceiling price for a "seasonal food item" (defined in Section 20 (e)) in accordance with the first applicable pricing provision contained in sections 2, 3, and 4 of this regulation. Thereafter, this price must be varied in proportion to any seasonal change in the raw food cost of the item: *Provided*, That in no event shall the price be higher than the ceiling price as originally determined. If in the past it has been your practice to maintain one price throughout the season, you need not vary your ceiling price according to this rule: *Provided*, The ceiling price was based upon estimated average raw food cost of the item for the entire season.

Example. Suppose when you first determine your maximum price for a serving of strawberries and cream it is 25 cents per serving and the raw food cost of this item is 12½ cents. Later, your raw food cost on this item is reduced to 10 cents, then the maximum price you may charge for a serving of strawberries at such time is 20 cents.

(b) In reducing your price of a "seasonal food item," you may ignore any reduction in the raw food cost which would reduce the price of the item less than 5 cents. If the reduction is more than 5 cents and you customarily express your prices in multiples of 5 cents, you may adjust your price to the nearest figure which will be a multiple of 5 cents.

SEC. 6. *Substitution of food items in meals.* If you have already determined your ceiling price for a meal, you may substitute for any food item other than the entree (or main dish) in that meal any other food item of the same class without refiguring your ceiling price, provided the new food item costs you approximately as much and offers customers about the same value as the food item which it replaces. A meal becomes a "new" meal whenever the entree (or main dish) is changed or a new food item is substituted which costs you less or offers your customers lower value than the food item which it replaces, and you must therefore determine its ceiling price in accordance with the rules established by section 4.

SEC. 7. *Prohibition against manipulation of meal offerings.* You must not manipulate your meal offerings in a manner which will force your customers to pay more than they did during the seven-day period. Among other things you must not:

(a) Reduce the number of meals offered at prices equal to or below your "middle price" for meals of the same class without making a corresponding reduction in the number of meals offered at prices above that middle price. By "middle price" is meant the price most nearly at the mid-point of your price range for meals of the same class. To determine the mid-point, add the price of your highest priced meal to the price of your lowest priced meal of the same class and divide by two.

(b) Cease to offer at least as many different meals at or below the lowest price charged by you for meals of the same class on any day you select in the seven-day period, as you did on that day.

Example 1. You have always offered five meals on week days at $1.50, $1.25, $1.00, 85¢, and 65¢. The mid-point is $1.07½. Your middle price is $1.00. You may not eliminate your 85¢ meal without eliminating either your $1.25 or your $1.50 meal.

Example 2. If you select Friday, April 9, 1943, to determine the lowest price and the number of week-day meals offered at that price, and if on that day you offered six week-day dinners, of which two were priced at 85¢, and one each at 90¢, $1.00, $1.10, and $1.50, you must continue to offer two week-day dinners at 85¢. Note that Sunday meals and week-day meals are meals of a different class.

SEC. 8. *Evasion.* (a) You must not evade or avoid the provisions of this regulation by any scheme or device whatsoever. Some, but not all, practices which will be regarded as evasive are:

(1) Dropping food items from meals, deteriorating quality or reducing quantity without making sufficient reduction in price.

(2) Withdrawing the offer, or increasing the price, of any meal ticket, weekly rate, or other arrangement by which customers may buy food items or meals at less than the prices they must pay when purchasing by item or meal.

(3) Increasing any cover, minimum, bread-and-butter, service, corkage, entertainment, checkrooms, parking or any other special charges, or making such charges when they were not in effect in the seven-day period, except that a cover or minimum charge in effect during the base period may be increased in accordance with customary practice, where it was the practice to vary the charge in accordance with the type of entertainment offered and the increase does not cause the charge to go above the highest charge made during the last twelve-month period.

(4) Requiring as a condition of sale of an item or meal the purchase of other items or meals when such condition was not in effect during the base period.

(5) Reducing the selection of meals offered at table d'hote prices when the food items which you customarily offered in such meals are being offered at a la carte prices which, when added together, total more than the table d'hote price for the complete meal or give your customers less value for their money.

(6) Shortening the period of time in each day during which table d'hote meals are offered unless there is a corresponding reduction in the period of time in which a la carte meals are served.

(b) You will not be considered evading the provisions of this regulation, however, if you do any of the following things, even though you did not do any of these things during the seven-day period:

(1) You may limit your customers to one cup of coffee per meal.

(2) You may limit your customers to one pat of butter per meal.

(3) You may reduce the quantity, or eliminate altogether, condiments (such as catchup, chili sauce, etc.) which you may have customarily placed at the disposal of your customers and which now are, or may hereafter be, subject to any rationing order or rationing regulation of the Office of Price Administration.

(4) You may reduce the amount of sugar served with each cup of coffee or tea, or each bowl of cereal, fruit, or other similar food items with which sugar is served, to, but not less than, one teaspoonful, except that less than that may be given if required by your available supply.

You may not, however, make the curtailment authorized in the foregoing subparagraphs and furnish these curtailed items at an additional charge. For example, if during the seven-day period you furnished catchup, you may not now discontinue furnishing this item free, and at the same time offer to furnish it for an additional charge.

SEC. 9. *Rules for new proprietors.* (a) If you acquired or acquire another's business subsequent to the seven-day period beginning April 4, 1943, and continue the business in the same place, you are subject to the same ceiling prices and duties as the previous proprietor.

(b) If you open an eating or drinking place after the seven-day period you must fix ceiling prices in line with the ceiling prices of the nearest eating or drinking place of the same type as yours. If the ceiling prices so fixed are too high and threaten to have an inflationary effect on the price of food or drink, the Office of Price Administration may issue an order requiring you to reduce your ceiling prices. You are subject to the record requirements of section 12 and the posting requirements of section 13 immediately upon the opening of your place.

SEC. 10. *Seasonal eating and drinking places*—(a) *Exempt places.* If you are the proprietor of a seasonal eating or drinking place that meets all of the following requirements:

(1) Was not open during the base period from April 4 to 10, 1943;

(2) Receives 90 percent or more of its total annual revenue during four calendar months of the year; and

(3) Is located in an area for which no maximum rent regulation has been issued;

the prices for food items and meals offered by you in that place are exempt from control.

You must not regard this exemption as relieving you from the obligations imposed upon you by General Order No. 50, as amended, and you are still subject to the provisions of section 22 of this regulation. Pursuant to this latter section, the Administrator will, by special order, establish maximum prices for any seasonal eating or drinking place which takes undue advantage of the exemption.

(b) *Non-exempt places.* If you are the proprietor of a seasonal eating or drinking place which is not exempt under the terms of paragraph (a), you must figure your ceiling prices as follows:

(1) If the place was in operation during the base period from April 4 to April 10, 1943, use the rules set forth in sections 2, 3, 4, and 5.

(2) If the place was not in operation during the base period from April 4 to April 10, 1943, but another place of the same type and within a reasonable distance was in operation during that period, fix your ceiling prices as a new proprietor under the terms of section 9 (b).

(3) If you cannot price under subparagraphs (1) or (2) above, you must apply for a price to the OPA District Office for the area in which your place is located. Your applicaton must be filed ten days prior to the date you plan to commence operations and present the following information:

(i) Your name and address;

(ii) A brief description of your business and the manner of operation;

(iii) A list showing the prices you charged during the previous season as well as the prices you propose to charge during the coming season;

(iv) The date when you plan to commence operations;

(v) The names of two establishments similar to yours.

You may charge the prices listed if they are not disapproved by the Office of Price Administration prior to the date specified for the commencement of operations. That Office may at any time, after proper investigation and hearing, establish such maximum prices for your business as it deems proper.

SEC. 11. *Taxes.* If in the seven-day period you stated and collected the amount of any tax separately from the price you charged, you may continue to do so. You may also separately state and collect the amount of any new tax or of any increase in the amount of a previous tax on the sale of food or drink or on the business of selling food or drink, if the tax is measured by the number or price of items or meals.

SEC. 12. *Records.* (a) You must observe all the record keeping and filing requirements of General Order No. 50, as amended, which are hereby made a part of this regulation by reference.

(b) *Customary records.* You must preserve all your existing records relating to your prices, costs, and sales. You must also continue to maintain such records as you ordinarily kept. All such records shall be subject to examination by the Office of Price Administration.

(c) *Records of the seven-day period.* You must make readily available for examination by any person during ordinary business hours a copy of each menu used by you in the seven-day period. If you did not use menus, you must make readily available for such examinations a list of the highest prices you charged in the seven-day period.

(d) *Filing by new proprietors.* The proprietor of an eating or drinking place which was not open during the seven-

day period (including newly-opened places) shall file menus or a price list in accordance with paragraph (a) of General Order No. 50, as amended, except that (1) the filing shall be for the seven-day period beginning with the first Sunday that place is open after April 4, 1943, and (2) the filing shall be made within three weeks of such first Sunday.

(e) *Future records.* Beginning with the effective date of this regulation, you must keep, for examination by the Office of Price Administration, two each of the menus used by you each day. If you do not use menus, you must prepare in duplicate, and preserve for such examination, a record of the prices charged by you each day, except that you need not record prices which are the same as, or less than, prices you previously recorded for the same items or meals. Proprietors who operate a number of eating or drinking places in the same city which have customarily been subject to central control may keep the records required by this paragraph for these places at a central office or the central office of the principal place of business within the city.

SEC. 13. *Posting.* (a) Beginning November 1, 1943, each menu must have clearly written on or attached to it the following statement:

All prices listed are our ceiling prices or below. By Office of Price Administration Regulation, our ceiling prices are based on our highest prices from April 4, 1943, to April 10, 1943. Records of these prices are available for your inspection.

(b) If you made menus available in the seven-day period, you shall continue to make them available.

(c) In addition to the requirements in (a) and (b), you must post in a conspicuous place, preferably at or near the cash register, a sign or poster when furnished by the Office of Price Administration. You must enter after each meal or food item on this list your ceiling price for such meal or food item.

SEC. 14. *Operation of several places.* If you own or operate more than one eating or drinking place, you must do everything required by this regulation for each place separately.

SEC. 15. *Relation to other maximum price regulations.* The provisions of this regulation shall not be applicable to the sale of those food items and beverages which are now, or may hereafter be, covered by specific regulations or the General Maximum Price Regulation; for example, such items as (but not limited to) bottled soft drinks, fluid sweet milk, malt beverages, candy, chewing gum, cigarettes, cigars, chewing tobacco, smoking tobacco, etc.

SEC. 16. *Geographical application.* This Revised Restaurant Maximum Price Regulation No. 5–12 applies to the following counties: Archer, Baylor, Bell, Bosque, Brown, Callahan, Clay, Coke, Coleman, Comanche, Concho, Cooke, Coryell, Denton, Eastland, Erath, Falls, Fisher, Foard, Hamilton, Hardeman, Haskell, Hill, Hood, Jack, Johnson, Jones, Knox, Lampasas, McCulloch, McLennan, Mills, Montague, Nolan, Palo Pinto, Parker, Runnels, San Saba, Shackelford, Somervell, Stephens, Tarrant, Taylor, Throckmorton, Tom Green, Wichita, Wilbarger, Wise, and Young.

SEC. 17. *Enforcement.* Persons violating any provisions of this regulation are subject to the criminal penalties, civil enforcement actions, suits for treble damages and proceedings for suspension of licenses, provided for by the Emergency Price Control Act of 1942, as amended.

SEC. 18. *Exempt sales.* Sales by the following eating or drinking places are specifically exempt from the provisions of this regulation:

(a) Eating and drinking places located on church premises and also any sales of food and beverages by churches, Sunday schools, and other religious organizations unless such sales are made as a regular business.

(b) Hospitals, except for food items and meals served to persons other than patients when a separate charge is made for such food items and meals.

(c) Eating and drinking places located on board common cariers (when operated as such) including railroad dining cars, club, bar and buffet cars, and peddlers aboard railroad cars traveling from station to station.

(d) Eating and drinking places operated by any school, college or university which is a non-profit institution (that is, where no part of the net earnings inures to the benefit of any private shareholder or individual), which sells food items or meals on a non-profit or cost basis or as near thereto as reasonable accounting methods will permit, and substantially all sales of which are made to students, faculty members and employees of such institution. For purposes of this paragraph, persons receiving instruction on the premises of such institution by arrangement with the War Department or Department of the Navy shall be considered students.

(e) Bona fide private clubs insofar as such clubs sell only to members and bona fide guests of members. If such clubs sell to persons other than members or bona fide guests of members, such clubs shall be considered for all sales an eating or drinking place within the meaning of this regulation. No club shall be considered to be exempt as a private club within the meaning of this paragraph unless its members pay dues (more than merely nominal in amount), are elected to membership by a governing board, membership committee or other body, and it otherwise is operated as a private club.

No club organized after the effective date of this regulation shall be exempt unless and until it has filed a request for exemption with the nearest State or District Office of the Office of Price Administration, furnishing such information as may be required, and has received communications from such office authorizing exemption as a private club.

SEC. 19. *Adjustments.* (a) The Office of Price Administration may adjust the maximum prices for any eating establishment under the following circumstances:

(1) The establishment is operating under such hardship as to cause a substantial threat to the continuance of its operation.

(2) It is determined with reasonable certainty that such discontinuance will result in serious inconvenience to consumers in that they will either be deprived of all restaurant service or will have to turn to other establishments that present substantial difficulties as to distances, hours of service, selection of meals or food items offered, capacity, or transportation.

(3) By reason of such discontinuance, the same meals or food items will cost the customers of the eating establishment as much or more than the proposed adjusted prices.

(b) If you are the proprietor of an eating establishment which satisfies the requirements specified above, you may apply for an adjustment of your maximum prices by submitting to your OPA District Office a statement setting forth:

(1) Your name and address.

(2) A description of your eating establishment including: type of service rendered (such as cafeteria, table service, etc.), classes of meals offered (such as breakfast, lunch and dinner), number of persons served per day during the most recent thirty-day period, and such other information that may be useful in classifying your establishment.

(3) The reasons why your customers will be seriously inconvenienced if you discontinue operations.

(4) The names and addresses of the three nearest eating places of the same type as yours.

(5) A list showing your present maximum prices and your requested adjusted prices.

(6) A profit and loss statement for your restaurant business for the most recent three-month accounting period, and a copy of your last income tax return if one was filed separately for your restaurant business.

(7) Together with such other and further information as the District Director may deem necessary.

(c) Applications for adjustment under this section shall be acted upon by the Director of the Fort Worth District Office.

SEC. 20. *Definitions and explanations.* (a) "Person" means individual, corporation, partnership, association or other organized group of persons or legal successor or representative of any of the foregoing, and including the United States or any agency thereof, any other Government, any of its political subdivisions, and any agencies of any of the foregoing.

(b) "Meal" means a combination of food items sold at a single price. Examples of meals are a five-course dinner, a club breakfast, and a blue-plate special. Two or more kinds of food which are prepared or served to be eaten together as one dish are not a "meal." Examples of such dishes are: Ham and eggs, bread and butter, apple pie and cheese.

(c) "Offered" means offered for sale and includes the listing or posting of prices for items and meals even though the items and meals so offered were not actually on hand to be sold.

(d) "Food item" means an article or portion of food (including beverages) sold or served by an eating or drinking place for consumption in or about the place or to be taken out for eating without change in form or additional preparation. (Mere heating, cooling, seasoning or mixing with other food items does not constitute preparation.) It includes two or more kinds of food which are prepared or served to be eaten together as one dish, such as ham and eggs, bread and butter, apple pie and cheese.

(e) "Seasonal food item" means a food item (excluding beverages) not generally offered for sale throughout the year and normally available in quantity only during certain seasonal production periods of each year. Examples are: certain shell-fish such as oysters; certain fresh fish such as salmon; certain fresh vegetables such as summer squash; certain fresh fruits such as berries and melons. Canned and quick-frozen foods are not seasonal items, nor are meats derived from domestic animals and fowl.

The terms "generally offered for sale" and "normally available" refer to practices and conditions prevailing prior to the entry of the United States into the present war.

(f) "Beverages" means all beverages not excepted by the terms of section 15 hereof.

(g) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 and in the General Maximum Price Regulation, issued by the Office of Price Administration, shall apply to other terms used herein.

(h) Two meals may be considered the same only if they consist of identical combinations of food items and belong to the same class of meal; classes of meals are set forth in section 21 hereof.

SEC. 21. *Classes of food items and meals.* (See definitions of "Food Item" and "Meal" contained in section 18.)

(a) *The classes of food items.*

BREAKFAST ITEMS

1. Fruits, fruit juices and vegetable juices.
2. Cereals.
3. Entrees; egg and combination egg dishes served at breakfast.
4. Entrees; meat and meat combination dishes served at breakfast.
5. Entrees; all other dishes served at breakfast.
6. Breads, rolls, buns, Danish-pastries, etc., served at breakfast.
7. All other breakfast dishes including jams, jellies and preserves.

OTHER ITEMS

8. Appetizers, except alcoholic cocktails.
9. Soups, including soups in jelly.
10. Beef; steaks and roasts.
11. Veal; steaks, chops and roasts.
12. Pork; loin, chops, steaks, and roasts.
13. Lamb or Mutton; chops, roasts.
14. Poultry and fowl.
15. Fish and shell-fish.
16. Game.
17. Miscellaneous and variety meats, including liver and kidneys.
18. Prepared dishes such as stews, casseroles, ragouts, curries, etc.
19. Egg and cheese dishes and combinations thereof.
20. All other dishes such as spaghetti and combinations, vegetable platters, baked beans and combinations, chop suey, etc.
21. Vegetables, including potatoes.
22. Salads (except as served as a main course or appetizer course in a meal).
23. Tamales, Enchilades, chili concarne and other Mexican dishes.
24. Desserts; cakes, cookies, pies, pastries and other baked goods.
25. Desserts; Ice creams, sherbets, water ices, including combinations with syrups, creams, fruits and nuts.

25a. Desserts: seasonal dessert specialties such as watermelon and cantaloupe.

26. Desserts; all others, including fruits, puddings and cheese.
27. Cold sandwiches, including garnishings, salads and vegetables.
28. Hot sandwiches, including garnishings, salads and vegetables.
29. All other food items served in a meal including mints and preserves.
30. Beverage foods, including coffee, cocoa, chocolate, tea, and milk.

BEVERAGES

31. Non-alcoholic beverages, including sparkling and mineral water.
32. Wines, including sparkling wines.

(b) *The classes of meals.* For the purpose of this regulation there shall be thirteen classes of meals; namely, breakfast, lunch, tea, dinner and supper during week days, and breakfast, lunch, tea, dinner and supper on Sundays, children's breakfast, lunch and dinner.

SEC. 22. *Special orders.* The provisions of this regulation to the contrary notwithstanding, the Office of Price Administration may from time to time issue special orders providing for the establishment or reduction of the maximum price of any food item or items or meal or meals offered by any seller or sellers when, in the judgment of the Administrator, such action is necessary or desirable to prevent inflation, to stabilize prices affecting the cost of living, or to carry out the purposes of the Emergency Price Control Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328.

SEC. 23. *Licensing.* The provisions of Licensing Order No. 1 of the Office of Price Administration, licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation or schedule. A seller's license may be suspended for violations of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

SEC. 24. *Revocation and amendment.* (a) This regulation may be revoked, amended or corrected at any time.

(b) You may petition for an amendment of any provisions of this regulation (including a petition pursuant to Supplementary Order 28) by proceeding in accordance with Revised Procedural Regulation No. 1, except that the petition shall be filed with and acted upon by the District Director.

This regulation shall become effective April 1, 1944.

NOTE: The reporting and record keeping requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(56 Stat. 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681, Gen. Order No. 50, 8 F.R. 4808)

Issued this 1st day of April 1944.

J. BRYAN MILLER,
Acting District Director.

[F. R. Doc. 44–11267; Filed, July 28, 1944; 11:49 a. m.]

PART 1305—ADMINISTRATION

[Gen. RO 3,[1] Amdt. 9]

RATION BANKING: BANKS

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 1305.411 (c) (6) of General Ration Order No. 3 is revoked.

This amendment shall become effective August 1, 1944.

(Pub. Laws 421, 507, and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719; WPB Dir. 1, 7 F.R. 562)

Issued this 28th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–11261; Filed, July 28, 1944; 11:47 a. m.]

PART 1305—ADMINISTRATION

[Gen. RO 7,[2] Amdt. 10]

METHOD OF SURRENDER AND DEPOSIT OF RATION STAMPS AND COUPONS

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

General Ration Order No. 7 is amended in the following respect:

Section 1.6 (a) (2) of General Ration Order No. 7 is revoked and section 1.6 (a) (3) is redesignated section 1.6 (a) (2).

This amendment shall become effective August 1, 1944.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9334, 8 F.R. 5423; WPB Dir. 1, 7 F.R. 562; Sec. of Agr. War Food Order No. 56, 8 F.R. 2005; War Food Order No. 58, 8 F.R. 2251; War Food Order No. 59, 8 F.R. 3471; War Food Order No. 61, 8 F.R. 3471; War Food Order No. 64, 8 F.R. 7093)

Issued this 28th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–11262; Filed, July 28, 1944; 11:47 a. m.]

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*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 865, 2858, 4627, 9496, 12611, 9 F.R. 2212.

[2] 8 F.R. 2858, 2997, 4840, 6965, 11738, 16279, 16839; 9 F.R. 2287, 5216, 7704.

PART 1360—MOTOR VEHICLES AND MOTOR VEHICLE EQUIPMENT

[RO 2C]

USED PASSENGER AUTOMOBILES IN THE TERRITORY OF HAWAII

Preamble: Used passenger automobiles have become a critical commodity in the Territory of Hawaii. Public transportation is overcrowded and in many instances inadequate. Only a limited number of cars were available for resale in the Territory when the production of new passenger automobiles was stopped by the War Production Board, and there is no possible source through which present depleted inventories can be replenished. As a result, many people in highly essential occupations in the Territory are unable to find adequate transportation. The purpose of this order is to provide adequate transportation for these people.

RATION ORDER 2C—USED PASSENGER AUTOMOBILES IN THE TERRITORY OF HAWAII

ARTICLE I—SCOPE OF ORDER

Sec.
1.1 Rationed used cars subject to order.

ARTICLE II—ADMINISTRATION AND JURISDICTION

2.1 Personnel.
2.2 Jurisdiction of Boards.
2.3 Quotas.

ARTICLE III—PROOF OF NEED AND ELIGIBILITY

3.1 General proof of need.
3.2 Persons eligible for "rationed used cars."

ARTICLE IV—APPLICATIONS, CERTIFICATES AND CLEARANCE STATEMENTS ISSUED BY LOCAL BOARDS

4.1 Where and how to apply for a ration certificate.
4.2 Issuance and use of certificates.
4.3 Persons may obtain clearance statements to transfer their "rationed used cars" to members of their families.
4.4 Persons who may obtain clearance to transfer their interests in a "rationed used car" to the beneficial owner.
4.5 A "rationed used car" owned and operated by a business may be transferred with the business.
4.6 Persons who may obtain clearance to register "rationed used cars".

ARTICLE V—APPLICATIONS, CERTIFICATES AND CLEARANCE STATEMENTS AT TERRITORIAL OFFICE

5.1 Persons who file applications with the Office of Price Administration, Honolulu, T. H.
5.2 Dealers and former dealers who may obtain clearance statements for rationed used cars from the Office of Price Administration, Honolulu, T. H.

ARTICLE VI—OTHER PROVISIONS

6.1 How rationed used cars are registered.
6.2 Rationed used cars held for resale may be used by a dealer.
6.3 Transfers of rationed used cars held for use permitted without certificates or clearance statements.
6.4 Transfers of rationed used cars held for resale permitted without certificates or clearance statements.

ARTICLE VII—DEALER REPORTS AND RECORDS—PROHIBITIONS AND PENALTIES—APPEALS

7.1 Dealers' reports.
7.2 Dealers' records.
7.3 Refusal to sell a rationed car.
7.4 This order governs the transfer, registration, and use of all rationed used cars.
7.5 Other prohibited acts and penalties.
7.6 Appeals.

ARTICLE VIII—DEFINITIONS

8.1 Meaning of words used.

AUTHORITY: Secs. 1.1 to 7.6, inclusive (§ 1360.551), issued under Pub. Law 671, 76th Cong. as amended by Pub. Laws 89, 421 and 507, 77th Cong.; E.O. 9125, 7 F.R. 2719; WPB Dir. 1, 7 F.R. 562, Supp. Dir. 1Q, 7 F.R. 9121, General Order 48, 8 F.R. 2898.

ARTICLE I—SCOPE OF ORDER

SECTION 1.1 *Scope*—(a) *"Rationed used cars" subject to this order.* "Rationed used cars" are all 1941 (driven 1,000 miles or more), 1940, 1939 and 1938 year model passenger automobiles. "Rationed used cars" are subject to all the provisions of this order. All other "used cars" are subject only to the provisions of sections 7.1 (Dealers' reports), 7.2 (Dealers' records) and 7.3 (Refusal to sell).

(b) *Territorial scope.* The provisions of this order shall apply only in the Islands of Kauai, Maui, Oahu, Hawaii and Molokai in the Territory of Hawaii.

(c) *Exempt transactions.* Nothing in this order shall be construed to limit or restrict the quantity of "rationed used cars" which may be acquired by or for the account of the Army, Navy, Marine Corps, or Coast Guard of the United States.

ARTICLE II—ADMINISTRATION AND JURISDICTION

SEC. 2.1 *Personnel.* This order shall be administered by the Office of Price Administration through its Boards and such other administrative personnel as it may select. The persons appointed to administer this order shall have the powers and duties set forth herein, and as the Office of Price Administration may from time to time delegate.

SEC. 2.2 *Jurisdiction of Boards.* For the purposes of this order, each local Board shall have jurisdiction over every person applying for a "rationed used car" which is to be garaged or normally stationed in the area which the Board is designated to serve, except as otherwise provided in Article V of this order.

SEC. 2.3 *Quotas.* (a) The Territorial Office may from time to time set and allocate quotas fixing the maximum number of certificates for "rationed used cars" that may be issued during any stated period, and may administer, adjust and revoke such quotas.

(b) No Board shall issue a certificate for the acquisition of a "rationed used car" in excess of its quota.

(c) If a Board has before it applications from persons eligible for a "rationed used car" which in its judgment satisfy all of the conditions of this order, but which together call for the issuance of certificates in excess of its current quota, it shall, in determining which of the competing certificates are to be approved, be governed by the relative importance of the applicant's occupation to the war effort and public welfare.

ARTICLE III—PROOF OF NEED AND ELIGIBILITY

SEC. 3.1 *Persons eligible for a certificate to acquire a "rationed used car".* An applicant may acquire a certificate for a "rationed used car" only if he is eligible under section 3.2 and, in addition, complies with the following conditions:

(a) *That he needs a car.* Unless other circumstances require a contrary conclusion, an applicant shall be considered to have established his need for use of a rationed used car if he shows, in connection with his eligible activity, any of the following:

(1) He must travel within time limits or to places for which alternative means of transportation cannot satisfactorily be used; or

(2) He is required by the nature of his occupation to transport persons, bulky or heavy tools, or materials; or

(3) His physical condition would make it a hardship for him to walk or to use alternative means of transportation; or

(4) Walking time and distance to the nearest adequate alternative means of transportation are excessive or otherwise impracticable; or

(5) The nearest available alternative means of transportation is inadequate due to schedule, overcrowding, or other reasons acceptable to the Board.

(b) An applicant shall be deemed to have established that an automobile of which he has the use is inadequate if he shows any of the following: (1) The automobile is a 1935 or earlier model; or (2) it has been driven more than 60,000 miles; or (3) it has been rendered unserviceable by fire or collision; or (4) it is not sufficiently reliable considering the nature of his services and the circumstances of its use; or (5) demands upon the applicant for the specified services or his responsibilities for rendering such services have increased to such an extent that he needs an additional automobile to render such services.

SEC. 3.2 *Persons eligible for a "rationed used car".* Any of the following persons, or his employer, who needs a car for his own use, for one or more of the following purposes, may acquire any "rationed used car" for use:

(1) *Government officers and employees.* An agent, officer, representative or employee of a Federal, Territorial, local or foreign government or government agency, who either holds an elective office or is compensated by such government or government agency for his personal services or for travel expenses incurred in the travel for which a car is sought, for performing the official business or carrying out his official function of subject government or government agency.

(i) Daily or periodic travel between home or lodgings and a fixed place of work shall not be deemed performance of official business or carrying out an official function.

(2) *School teachers and officials.* A school teacher or school official, for the performance of school duties which require travel to more than one recognized educational institution.

(3) *United States mail.* Any person, for the transportation of mail on behalf of the United States Government.

(4) *Wholesale newspaper and magazine distribution.* Any person, for delivery, other than delivery to the reader, of newspapers and magazines; or for necessary driving in maintaining the wholesale distribution system of newspapers within a defined area.

(5) *Non-portable photographic equipment.* A person who is regularly engaged in taking pictures for use in newsreels, newspapers or magazines or for industrial or governmental use, for transporting non-portable photographic or sound-on-film equipment for taking such pictures.

(6) *Physicians, surgeons, etc.* A physician, surgeon, dentist, osteopath, chiropractor, or midwife, who is licensed as such by the appropriate governmental authority, for making necessary professional calls outside his office, if he regularly makes such calls, or for travel between offices maintained by him.

(7) *Veterinarians.* A farm veterinary who is licensed as such by the appropriate governmental authority, for rendering professional service at agricultural establishments if he regularly renders such professional services.

(8) *Public health nurses.* A public health nurse (but not including a private nurse) employed by or serving under the direction of clinic or hospital, governmental agency, industrial concern, or similar organization, for rendering necessary medical, nursing or inspection calls.

(9) *Embalmers.* An embalmer who is licensed as such by the appropriate governmental authority, for rendering necessary services in connection with the religious needs of the locality which he regularly serves, but not to go from home to place of worship; or a practicing minister who regularly serves more than one congregation for travel to the churches which he serves.

(10) *Ministers.* A practicing minister of any religious faith who regularly serves a congregation, for meeting the religious needs of the locality which he regularly serves, but not to go from home to place of worship; or a practicing minister who regularly serves more than one congregation for travel to the churches which he serves.

(11) *Religious practitioners.* A religious practitioner, other than a minister, who is duly authorized by an organized religious faith to render services of a religious nature to members of such faith, for rendering such services to such members in the locality which he regularly serves, but not for travel from home to place of worship.

(12) *Farmers.* A farmer, for transporting farm products and necessary supplies between a farm and a wholesale or retail establishment, a public market, a shipping point, or another farm.

(13) *Farm workers, fishermen, seamen, and marine workers.* Any person, including an employer, employer's organization, or labor organization, for the transportation of farm workers, commercial fishermen, seamen, or marine workers to, from or between their place of employment.

(14) *Radio broadcast engineers.* An engineer or technician, for travel:

(i) Between home or lodging and a radio broadcasting transmission station which, because of its power, is located in a rural or suburban area; or

(ii) Between such a station and other permanent facilities for radio broadcasting for purposes necessary to the operation of the station; or

(iii) To transport non-portable equipment to and from temporary installations for radio broadcasting.

(15) *Workers in essential establishments.* A worker, including an executive, technician or office worker (but excluding a person while engaged in promotional, merchandising, sales, landscaping or decorating activities, wholesale or retail delivery, and a member of the armed forces of the United States or military forces organized pursuant to section 61 of the National Defense Act, as amended), for necessary travel to, from, within or between the establishments or facilities listed below, for purposes necessary to the operation or functioning of such establishment or facilities.

(i) Naval, military or hospital establishments or facilities, or civilian public service camps established and maintained pursuant to section 5 (g) of the Selective Service and Training Act of 1940;

(ii) Establishments or facilities of common carriers or of other carriers performing services essential to the community or to the war effort; or of plants engaged in the production or distribution of light, power, electricity, gas, steam, or water; or of irrigation, drainage, flood control or sanitation systems; or of telephone, telegraph, radiotelegraph or radiotelephone (but not radio broadcasting) systems;

(iii) Industrial, extractive or agricultural establishments essential to the war effort, including: plants or establishments engaged in the extraction, production, processing, or assembling of any aircraft, motor vehicle, ship, marine equipment, armament, implement or engine of war, or necessary part thereof; or of any raw, semi-processed or finished materials, supplies or accessories necessarily used in the manufacture thereof; or of tools, machinery or appliances essential to the manufacture or use thereof; or of munitions or fuel; or of essential medical supplies or essential food or clothing.

(16) *Recruiting and training workers, maintaining peaceful industrial relations.* An authorized agent of government, management or labor, for travel:

(i) To recruit or train construction workers or workers listed in subparagraphs (13) or (15) of this paragraph; or

(ii) To, from, within, or between the establishments or facilities listed in subparagraph (15) of this paragraph, in order to maintain peaceful industrial relations therein.

(17) *Construction workers; repair and maintenance workers; persons performing highly skilled services.* An engineer, architect, technician, construction worker, repair or maintenance man who requires the use of a car for performing, or for transporting materials or equipment necessary to perform construction work; or any of the above described persons who require a car to travel from one place to another (but not from home or lodgings to a fixed place of work) for performing, or for transporting materials or equipment necessary to perform any of the following services: Installation, maintenance or repair services, the extermination of vermin, or the exploration, discovery or exploitation of natural resources for the purpose of obtaining necessary war materials; or a person who requires the use of a car to travel from place to place (but not from home or lodgings to a fixed place of work) for performing highly skilled services necessary to the operation or functioning of the establishments or facilities described in subparagraph (15) hereof: *Provided,* That eligibility may not be established under this paragraph to any person while engaged in promotional, merchandising or sales activities or retail or wholesale delivery, or to any person for the repair, maintenance, installation or construction of decorations or decorative equipment, or of novelty, amusement or entertainment devices (other than non-portable motion picture equipment), or of portable household equipment or furniture, or for landscaping.

(18) *Members of armed forces.* Members of the armed forces of the United States, or State military forces organized pursuant to section 61 of the National Defense Act, as amended, for transportation between home or lodgings and post of duty (but not for transfer from post to post), or on official business where no military vehicle is available. The applicant must present to the Board a statement from his Commanding Officer which sets forth the following:

(i) The car is needed for necessary transportation between home or lodgings and post of duty (but not for transfer from post to post), or on official business;

(ii) No adequate quarters can be provided for the applicant at his post of duty or that the applicant's duties require frequent travel on official business;

(iii) No other practicable means of transportation are available and no military vehicle can be supplied for the applicant's use; and

(iv) The Commanding Officer will take all reasonable steps to insure that the vehicle will be used for the purpose for which the application is made, and that every effort is made by the applicant to transport as many passengers as possible, consistent with the capacity of the vehicle.

(19) *Telegram delivery.* A person who is regularly engaged in the business of delivering telegrams, for delivering such telegrams.

(20) *News reporters.* By full time reporters or war correspondents employed by a press association or newspaper for

necessary travel in gathering news on regular assignment.

(21) *Social workers.* A full-time social worker employed by a bona fide non-profit agency, for travel (not including travel from home or lodgings to a fixed place of work) for one or more of the following purposes: to investigate the necessity for relief or to administer relief; to arrange for the placement of minors or aged, handicapped or indigent persons in foster homes or in institutions, and to inspect such foster homes or institutions; to investigate reported abuse, neglect, or delinquency of minors; or to transport minors or aged, handicapped or indigent persons to foster homes or institutions or to transport persons to hospital or clinics for treatment or diagnosis. The applicant must present to the Board a statement from a responsible official of such social agency, setting forth that the car is needed by a full-time social worker to perform one or more of the purposes specified in this subparagraph and that the social agency employing such worker is either:

(i) Licensed by the appropriate governmental authority; or

(ii) A member of the local Community Chest, the local Council of Social Agencies, the State Conference of Social Work, the Family Welfare Association of America, the Child Welfare League of America, or the National Travelers Aid Association; or

(iii) A bona-fide non-profit agency carrying on one or more of the purposes specified in this sub-paragraph, as evidenced by a certification of that fact by a responsible official of a social agency listed in (i) or (ii) hereof.

(22) *American Red Cross.* The American Red Cross or its duly authorized officials, employees, agents, or representatives, for performing the official business (daily or periodic travel between home or lodgings and a fixed place of work not included) of the American Red Cross.

(23) *War Price and Rationing Board member.* A member of a War Price and Rationing Board, for travel between home or lodgings and the place at which such Board conducts its business.

(24) *Selective Service Board member.* A member of a Selective Service Board, and Appeal Agent or a member of an Appeal Board of the Selective Service System, for travel between home or lodgings and the place at which the business of the Selective Service System is conducted.

(25) *United Service Organizations.* A duly authorized representative of the United Service Organizations, Inc., for travel (not including daily or periodic travel between home or lodgings and a fixed place of work) on the official business of the United Service Organizations, Inc., if the vehicle is owned or leased by the United Service Organizations, Inc., or if the representative receives compensation from USO for the vehicle used by him in such travel and for his personal services.

(26) *Taxicabs and rental cars.* Any person who has secured the permission of the Office of Defense Transportation to enter into the taxicab or rental business, to add an additional taxicab or rental car to his fleet or who desires to replace a taxicab or rental car which he owns and operates under the authority of the Office of Defense Transportation, for the purpose of operating such car as a taxicab or rental car; provided he does not have any reserve vehicles, which are not in use and can be used.

ARTICLE IV—APPLICATIONS, CERTIFICATES AND CLEARANCE STATEMENTS AT LOCAL BOARDS

SEC. 4.1 *Where and how to apply for a ration certificate.* Application for a certificate to acquire a "rationed used car" shall be made either in person or by mail to the Board serving the area in which the car is to be normally stationed or garaged. A separate application must be submitted on Form THR 32 for each car sought by an applicant. The applicant must personally sign the application unless physically unable to do so. He shall also supply all the information required on the form and any other information requested by the Board.

SEC. 4.2 *Issuance and use of certificates.* (a) When the Board is satisfied that all requirements of this order have been met, it shall issue a certificate to the applicant on Form THR 33.

(b) Notice of the Board's action on an application shall be given at the Board's office or by mail to the applicant or his agent.

(c) A certificate may be used to acquire a "rationed used car" from any dealer or any individual owner.

(d) The Board shall date the certificate to expire thirty days after date of issuance. A certificate must be used to obtain delivery of a "rationed used car" before the expiration date of the certificate. Delivery in this order means the taking of physical possession by the certificate holder, the transfer of title to him, and the registration of the car in his name.

(e) The parts of the certificate shall be signed by the certificate holder and the seller and disposed of according to the instructions on the certificate.

Clearance Statements Issued by Boards

SEC. 4.3 *Persons may obtain clearance statements to transfer their "rationed used cars" to members of their families.* (a) Any person listed in this section who owns a "rationed used car" for his use may transfer it without a certificate to a member of his family (for the purpose of this section, family includes only a grandparent, parent, brother, sister, child or grandchild who is related to the applicant by blood or legal adoption, and a spouse), upon receiving a clearance statement from his Board.

(1) A member of the armed forces who is on active duty with any branch of the United States Army, Navy, Coast Guard, or Marine Corps (including their component women's organizations, such as the WACS, WAVES, SPARS and Marine Reserves), or anyone who has received a Certificate of Fitness, DSS Form 218, from a Selective Service Board.

(2) Any officer or seaman holding a certificate in the United States Merchant Marine, or any other person under the Division of Training of the War Shipping Administration who has taken his oath of enrollment.

(3) An officer, agent, representative, or employee of the United States or of any government recognized by the United States who has been directed in the course of duty to leave the United States for a period of not less than six months.

(b) Before a person may dispose of his car under this section to any person for use, he must first clear the transaction with his Board. He shall apply for clearance on Part A of Form THR 35, submitting written proof to his Board that he is included in this section. He may apply only after he has arranged to transfer the car to a particular person. If he meets these requirements, the Board shall issue a clearance statement on Part B of Form THR 35.

SEC. 4.4 *Persons who may obtain clearance to transfer their interests in a "rationed used car" to the beneficial owner.* (a) A person who established that before August 1, 1944, he registered any "rationed used car" in his name for the benefit of another person may transfer any interest which he has in the car to that person upon receiving a clearance statement from his Board. A clearance statement will not be issued if the applicant has received or will receive any payment for making the transfer.

(b) Before transferring his interest in the car, the applicant must first clear the transaction with his Board. He shall apply for clearance on Part A of Form THR 35. If he meets the requirements of this section, the Board shall issue a clearance statement on Part B of Form THR 35 permitting him to transfer his interest in the car to the person for whose benefit he held it and permitting that person to register the car in his name.

SEC. 4.5 *A "rationed used car" owned and operated by a business may be transferred with the business.* (a) A "rationed used car" owned and operated by a business or an institution may be transferred along with the entire business or institution to a person who will continue to use it in the operation of the business or institution.

(b) A person transferring a car under this section must clear the transaction with his Board. He shall apply for clearance on Part A of Form THR 35 and shall submit with his application a statement signed by the purchaser stating that the car will be used in the operation of the business or institution. If he meets the requirements of this section, the Board shall issue a clearance statement on Part B of Form THR 35.

SEC. 4.6 *Persons who may obtain clearance to register "rationed used cars".* The Board shall issue a clearance statement permitting the registration but not the transfer of a "rationed used car" in the following cases:

(a) *Change in name of car owner.* The registered owner of a "rationed used car" who has changed his name may obtain a clearance statement.

(b) *Cars acquired by will or inheritance.* A person who has acquired a "rationed used car" by will or inheritance from a person who was entitled to the use of the car may obtain a clearance statement permitting him to register the car in his name.

(c) *Cars acquired before ration controls.* Any person who owns an unregistered "rationed used car" may obtain a clearance statement permitting the registration in his name of:

(i) Any "rationed used car" acquired before August 1, 1944. This section does not apply to a person who was a dealer at the time he acquired the car or who is a dealer at the time application is made.

(d) *Procedure for obtaining a clearance statement.* Application for a clearance statement shall be made to the applicant's Board on Part A of Form THR 35. If the applicant meets the requirements of this section, the Board shall issue a clearance statement on Part B of Form THR 35.

ARTICLE V—APPLICATIONS, CERTIFICATES AND CLEARANCE STATEMENTS AT TERRITORIAL OFFICE

SEC. 5.1 *Persons who file applications with the Office of Price Administration, Honolulu, T. H.* (a) The following persons shall file applications for certificates directly with the Office of Price Administration, Building C, Iolani Palace, Honolulu, T. H.

(1) The American National Red Cross and agencies of the Federal Government shall apply on Form THR 32, or on any other form approved by the Office of Price Administration for this purpose. Applicants under this subparagraph are subject to the tests for proof of need and eligibility which apply to applicants generally. A certificate on Form THR 33 will be issued by the Office of Price Administration, Honolulu, T. H., if the applicant satisfies these tests.

(2) Officers, agents, and employees of the Army, Navy, Marine Corps, Coast Guard and the law enforcement agencies of the United States who require a "rationed used car" in the performance of official duties which depend upon secrecy, shall apply on Form THR 32. Applicants under this subparagraph are subject to the test for proof of need and eligibility which apply to applicants generally. A certificate on Form THR 33 will be issued by the Office of Price Administration, Honolulu, T. H., if the applicant satisfies these tests.

(3) A person requiring a car for experimental purposes, or a body builder who proposes to alter the car obtained, shall apply by letter. A certificate on Form THR 33 will be issued by the Office of Price Administration, Honolulu, T. H., if it is satisfied that the experiment or alteration will further the war effort or the civilian economy.

(b) A certificate may be used to acquire a "rationed used car" from any dealer or an individual owner.

(c) The Office of Price Administration shall date the certificate to expire thirty days after date of issuance. A certificate must be used to obtain delivery of a "rationed used car" before the expiration date of the certificate.

(d) The parts of the certificate shall be signed by the certificate holder and the seller and disposed of according to the instructions on the certificate.

Clearance Statements Issued by Territorial Office

SEC. 5.2 *Dealers and former dealers who may obtain clearance statements for rationed used cars from the Office of Price Administration, Honolulu, T. H.*— (a) *Personal and business cars acquired before rationing controls.* A former dealer who operated as an individual proprietorship at the time he went out of business, or a present dealer, may obtain a clearance statement permitting the registration for use of:

(i) Any "rationed used car" acquired and set aside for his use before August 1, 1944.

The transfer of any "rationed used car" from a corporation to one of its stockholders or from a partnership to one of the partners may not be granted under this section.

(b) *Where and how to apply for a clearance statement.* Application for a clearance statement under this section shall be made by letter to the Office of Price Administration, Honolulu, T. H. The applicant shall give the following information:

(i) The make, body type, serial number and engine number, and manufacturers year model of the car;

(ii) The date the car was delivered to the applicant; and

(iii) The date when, and the manner in which, the car was set aside for use from the cars held for sale by the applicant. In addition to meeting the above conditions, a former dealer must support his statements by written evidence and must also state whether he has a car for which a clearance statement was issued to him under this or any other automobile rationing order. No additional clearance statement may be obtained by a former dealer who, at the time he went out of business as a dealer, had a car for which he obtained a clearance statement.

(c) *When and how a clearance statement is issued.* If the applicant satisfies the requirements of this section, the Office of Price Administration, Honolulu, T. H., will issue a clearance statement on Part B of Form THR 35 permitting the registration of the car.

ARTICLE VI—OTHER PROVISIONS

Registration of "Rationed Used Cars"

SEC. 6.1 *How "rationed used cars" are registered*—(a) *"Rationed used cars" held for use.* A person who has registered a "rationed used car" may re-register it on any island if there is no change in the designation of the registered owner. As a condition to the registration of other "rationed used cars" for use, the person shall present to the appropriate registrar of motor vehicles a ration certificate or a clearance statement issued for the car sought to be registered.

(b) *"Rationed used cars" held for resale.* The Territorial Director may authorize the registration of title to "rationed used cars" held for resale without a clearance statement or ration certificate on any island whose law requires such registration. If the Territorial Director has authorized such registration, any person holding a "rationed used car" on the island for resale may register its title. However, no person shall register a "rationed used car" for use, except as provided in paragraph (a) of this section.

Use of "Rationed Used Cars" Held for Resale by Dealers

SEC. 6.2 *"Rationed used cars" held for resale may be used by a dealer.* Any "rationed used car" held for resale may be used by a dealer (or his employee) for demonstration purposes, *Provided*, Such use was his regular practice before August 1, 1944.

Transfers Permitted Without Certificates

SEC. 6.3 *Transfers of "rationed used cars" held for use permitted without certificates or clearance statements.* (a) A person may lease, loan or borrow a "rationed used car" for a period of thirty days or less if the car is operated and registered for use. The purpose of this paragraph is to permit the occasional use of a "rationed used car" for a short time, and does not permit the regular use of a "rationed used car" through a chain of transactions.

(b) A person regularly engaged in the taxicab rental business may lease a "rationed used car" for use as a taxicab to a taxi driver, if the car may be lawfully operated as a taxicab.

(c) A person may acquire for use a "rationed used car" by inheritance from one who was entitled to the use of such car.

(d) A member of the owner's household may use his "rationed used car" with the owner's permission.

(e) A person may reacquire a "rationed used car" which has been taken or withheld from his possession.

(f) A "rationed used car" may be transferred to or from a common or contract carrier in the course of any shipment not restricted by this order; it may be transferred to a public warehouse for storage; and it may be returned to the person from whom it was received.

(g) A "rationed used car" may be transferred to or from a repair shop or a garage for repair or storage.

(h) The lessor of a "rationed used car" may reacquire it at the termination of a lease.

SEC. 6.4 *Transfers of "rationed used cars" held for resale permitted without certificates or clearance statements*—(a) *Transfers for resale.* Any of the following persons may acquire for resale a "rationed used car" or an interest in such car without a certificate, but may not use the car or register it for use unless he is permitted to do so by other provisions of this order.

(1) A dealer, distributor, or manufacturer of automobiles;

(2) The United States, any state, or any political subdivision or agency of either, in the exercise of governmental rights or power against the "rationed used car";

(3) A person who is engaged in the business of buying and salvaging damaged goods or adjusting losses may acquire a "rationed used car" which is in danger of being damaged, or which is part of a damaged stock;

(4) A common or contract carrier, a public warehouse or an insurance company, as a result of the settlement of a claim;

(5) Any person who creates, acquires, transfers, or satisfies a security interest in a "rationed used car"; or who acquires a car in satisfaction of a security interest;

(6) A junk or salvage company.

(b) *Transfers for scrap or salvage of parts.* A dealer, junk company, or salvage company may acquire without a certificate a rationed used car for purposes of scrap or salvage of parts only if it is in such condition that its repair is not practicable.

ARTICLE VII—DEALER REPORTS AND RECORDS; PROHIBITIONS AND PENALTIES; APPEALS

SEC. 7.1 *Dealers' reports.* A dealer shall furnish a monthly report (Form THR 34) of used car sales, purchases and stocks to the Office of Price Administration, Rationing Division, Honolulu, T. H., by the fifth of the following month.

SEC. 7.2 *Dealers' records.* A dealer shall keep a file for the duration of the automobile rationing program and six months thereafter, containing the original or duplicate of the following:

(a) Any permit or part of a certificate which has been presented to him by a person to whom he has transferred a "rationed used car".

(b) Any Office of Price Administration clearance statement or authorization issued to him for any "rationed used car" in his possession.

(c) Any other inventory report required to be made to the Office of Price Administration.

(d) An invoice or other documentary evidence of every transfer of a "rationed used car".

SEC. 7.3 *Refusal to sell a rationed car.* (a) Any dealer refusing to transfer a car rationed under this order to a certificate holder (except a certificate holder who is legally incapable of entering into a contract) who presents a certificate authorizing the holder to purchase a car and who tenders the maximum price in cash or by certified check, or who offers to sign the security instruments and has the financial qualifications customarily required of a purchaser, may be prohibited as provided in paragraph (b), from acquiring for resale, and from transferring, except to a dealer, any "used car" or any car rationed under Ration Order 2A. A dealer under this section includes a person who at any time after August 1, 1944, has been regularly engaged in the business of selling passenger automobiles to the public. This section shall not apply to a car registered for use by a dealer; to a 1942 car acquired and set aside before August 1, 1944, by the dealer for his use, even if a clearance statement has not been issued for this car under Ration Order 2A; to a 1942 demonstrator car set aside and used before August 1, 1944 by the dealer or his employee for the purpose of demonstrating it to prospective customers; to any "rationed used car" for which he has obtained clearance statement; or to a car which the dealer has sold or contracted to sell to a person who has delivered a certificate to him. The term "maximum price", as used herein, means the maximum price established by the Office of Price Administration.

(b) An order of a special hearing officer issued pursuant to paragraph (a) shall be made after a hearing under the following procedure:

Notice of date, time, place and purpose of the hearing, and a specification of the circumstances surrounding the dealer's refusal to sell a "rationed used car" shall be given to the dealer (hereinafter called the respondent) at least three days before the date set for the hearing. The hearing shall be held on the Island where the respondent is, or at any time subsequent to August 1, 1944, has been regularly engaged in the business of selling passenger automobiles to the public. The hearing shall be conducted by a special hearing officer who shall be either the Territorial Director or an officer or employee of the Office of Price Administration designated by such Territorial Director as a special hearing officer. The special hearing officer shall administer oaths and affirmations and rule on the admission or exclusion of evidence. The hearing shall be conducted in a manner to permit the respondent to present evidence and argument to the fullest extent compatible with a fair and expeditious determination of the issues raised in the hearing. To that end:

(i) The respondent shall have the right to be represented by counsel of his own choosing;

(ii) The rules of evidence prevailing in courts of law or equity shall not be controlling;

(iii) The special hearing officer, having due regard to the need for expeditious decision, shall afford reasonable opportunity for cross-examining witnesses;

(iv) A stenographic report of all testimony shall be taken. The report need not be transcribed if the transcription is waived by the respondent. If the report is transcribed, a copy shall be available for inspection during business hours at the Office of the Territorial Director.

(2) If the respondent admits the charges or fails to appear at the hearing, or if, after the hearing, the special hearing officer finds that the respondent has refused to transfer a "rationed used car" to a certificate holder who satisfied the requirements of paragraph (a), an order prohibiting the respondent from acquiring for resale, or from transferring, except to a dealer, any car rationed under this ration order or under Ration Order 2A may be made and issued by the special hearing officer. Such order shall remain in effect for such period of time as the special hearing officer deems advisable.

(i) If a respondent against whom an order has been issued after failure to appear at the hearing, shows within thirty (30) days from the effective date of the order, good cause for his failure to appear, the special hearing officer may set aside or stay such order and grant the respondent a full hearing on the charges made.

(ii) A copy of the order shall be served promptly on the respondent personally or by mail directed to his last known address.

(iii) The order shall be effective at the time it is personally served, or if served by mail, three (3) days after the date of mailing.

(c) A respondent against whom an order has been issued by a special hearing officer pursuant to the provisions of paragraph (b) may, within fifteen (15) days of the effective date of the order, appeal by filing a notice of appeal from the order and a statement of objections with the Territorial Director. The Territorial Director, shall, within three (3) days after receipt of the notice of the appeal, send the complete record in the case to the Regional Administrator of Region IX. The Regional Administrator may affirm, reverse, or modify the order of the special hearing officer on the basis of the record before him, or direct that further hearings be held. A copy of the Regional Administrator's order shall be served promptly on the respondent personally, or by mail directed to his last known address.

(d) Notwithstanding any provision of this section a dealer who acquired any car rationed under this order after August 1, 1944 must transfer such car to a certificate holder (except a certificate holder who is legally incapable of entering into a contract) who presents a certificate authorizing the holder to purchase a "rationed used car" and who tenders the maximum price in cash or by certified check, or who offers to sign the security instruments and has the financial qualifications customarily required of a purchaser. A dealer's refusal to transfer a rationed used car as required by this paragraph shall be a violation of this order.

SEC. 7.4 *This order governs the transfer, registration, and use of all rationed used cars.* No person shall transfer or acquire (or offer to tranfer or acquire) a "rationed used car", or shall register or use or permit the use of a "rationed used car" except as permitted by the provisions of this order. These provisions apply regardless of any conflicting private agreement or obligation.

SEC. 7.5 *Other prohibited acts and penalties.* (a) General Ration Order 8 contains provisions, applicable to all ration orders, which prohibit, among other matters:

(1) Making false or misleading statements in a ration document or to the Office of Price Administration;

(2) Altering, defacing, mutilating, or destroying a ration document;

(3) Forging or counterfeiting a ration document;

(4) Acquiring, using, transferring, or possessing a forged, counterfeited, altered, defaced, or mutilated ration document;

(5) Wrongfully withholding a ration document;

(6) Transferring a rationed commodity in exchange for an invalid or improperly acquired ration document;

(7) Bribing, hindering, or interfering with rationing officials;

(8) Attempting to do any act in violation of a ration order, directly or indirectly, or to aid or encourage another to do so.

SEC. 7.6 *Appeals.* An applicant may appeal from an adverse decision of a Board in accordance with the procedure set forth in Procedural Regulation No. 9, issued by the Office of Price Administration.

ARTICLE VIII—DEFINITIONS

SEC. 8.1 *Meaning of words used.* (a) "Acquire" means to accept a transfer.

(b) "Agency of the Federal Government" includes any corporation wholly owned by the Federal Government.

(c) "Board" means a War Price and Rationing Board established by the Office of Price Administration.

(d) "Dealer" means a person engaged, in whole or in part, in the business of buying, selling, repairing and reconditioning used cars and who maintains a place of business for the display, sale, repairing and reconditioning of such cars. A person who cannot qualify as a dealer because he does not maintain a place for repairing and reconditioning may be approved in writing as a dealer under this regulation by the Office of Price Administration, Honolulu, T. H., if he provides adequate evidence to that office that he has established, and is in a financial position to maintain a working arrangement with a reputable business engaged in the repair and reconditioning of used cars.

(e) "Deliver" means the taking of physical possession by the certificate holder, the transfer of title to him, and the registration of the car in his name.

(f) "Person" means an individual, partnership, corporation, association, government, government unit or subdivision, or any other organized group or enterprise.

(g) "Register" means the original recording of title to a "rationed used car" with a government agency which handles this registration of automobiles. "Register" is also used to mean:

(1) A change in the designation of the registered owner of a "rationed used car"; or

(2) The obtaining of license plates (not including dealers' plates) for a "rationed used car" held for purposes of sale or other transfer.

(h) "Rental car" means any "rationed used car" seating less than ten persons, including the driver, which is available for hire without the services of a driver and is driven by the lessee (or his employee, representative, or agent).

(i) "Transfer" means sale, lease, loan, trade, exchange, gift, shipment, or any change in possession, control, right, title or interest.

(j) "Use", when the term is used in connection with a car, means the lawful operation of the car.

(k) "Used car" means a passenger automobile of any model year having a seating capacity of not more than ten persons (or the chassis of such an automobile) but not including an ambulance, hearse, station wagon or a vehicle designed and built for the armed forces.

Effective date. This ration order shall become effective August 1, 1944.

NOTE: The record keeping and reporting requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 28th day of July 1944.

MELVIN C. ROBBINS,
Territorial Director,
Territory of Hawaii.

Approved:

GERALD A. BARRETT,
Acting Regional Administrator,
Region IX.

[F. R. Doc. 44-11263; Filed, July 28, 1944; 11:48 a. m.]

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 13,[1] Amdt. 49]

PROCESSED FOODS

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Section 4.6 (b) is amended to read as follows:

(b) *Amount of maximum allowable inventory.* (1) A wholesaler's maximum allowable inventory for each reporting period before September 3, 1944 is computed in the following way:

(i) The point value of his transfers of processed foods during the first three of the four preceding reporting periods is determined. (Exchanges and returns of processed foods, and transfers from one to another of his wholesale establishments, must not be included in this computation.);

(ii) That figure is divided by three to arrive at an average for the three periods;

(iii) The result is multiplied by a factor which the Office of Price Administration will fix for the reporting period in question in a supplement to this order.

(2) A wholesaler's maximum allowable inventory for each reporting period beginning on or after September 3, 1944 is computed in the following way:

(i) The point value of his transfers of processed foods during the first four reporting periods of 1944 (listed in Appendix B to this order) is determined. (Exchanges and returns of processed foods, and transfers from one to another of his wholesale establishments, must not be included in this computation.);

(ii) That figure is divided by four to arrive at an average for the four periods;

(iii) The result is multiplied by a factor which the Office of Price Administration will fix for the reporting period in question in a supplement to this order.

This amendment shall become effective August 1, 1944.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong., E. O. 9125, 7 F. R. 2719; E.O. 9280, 7 F.R. 10179; WPB Directive 1, 7 F.R. 562; War Food Order No. 56, 8 F.R. 2005, 9 F.R. 4319, and War Food Order No. 58, 8 F.R. 2251, 9 F.R. 4319)

Issued this 28th day of July 1944.

JAMES G. ROGERS, Jr.
Acting Administrator.

[F. R. Doc. 44-11264; Filed, July 28, 1944; 11:48 a. m.]

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 13[1], Amdt. 22 to 2d Rev. Supp. 1]

PROCESSED FOODS

Second Revised Supplement 1 to Revised Ration Order 13 is amended in the following respects:

1. Section 1407.1102 (c) (10) is added to read as follows:

(10) For the reporting period beginning September 3, 1944 and ending September 30, 1944—4.5.

2. Section 1407.1102 (c) (11) is added to read as follows:

(11) For the reporting period beginning October 1, 1944 and ending October 28, 1944—4.5.

This amendment shall become effective August 1, 1944.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong., E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Directive 1, 7 F.R. 562; War Food Order No. 56, 8 F.R. 2005,

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 3, 104, 574, 695, 765, 848, 1397, 1727, 1817, 1908, 2233, 2234, 2240, 2440, 2567, 2791, 3032, 3073, 3513, 3579, 3708, 3710, 3944, 3947, 4026, 4351, 4475, 4604, 4818, 4876, 5074.

[1] 9 F.R. 173, 908, 1181, 2091, 2290, 2553, 2830, 2947, 3580, 3707, 4542, 4605, 4607.

9 F.R. 4319, and War Food Order No. 58, 8 F.R. 2251, 9 F.R. 4319)

Issued this 28th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-11265; Filed, July 28, 1944; 11:48 a. m.]

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 13,[1] Amdt. 23 to 2d Rev. Supp. 1]

PROCESSED FOODS

Section 1407.1102 (e) (6) is added to read as follows:

(6) B5, C5, D5, E5 and F5 are valid beginning August 1, 1944.

This amendment shall become effective August 1, 1944.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; WPB Directive 1, 7 F.R. 562; War Food Order No. 56, 8 F.R. 2005, 9 F.R. 4319; and War Food Order No. 58, 8 F.R. 2251, 9 F.R. 4319)

Issued this 28th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-11266; Filed, July 28, 1944; 11:48 a. m.]

Chapter XIII—Petroleum Administration for War

[PAO 15, as Amended July 27, 1944]

PART 1570—MATERIAL CONSERVATION—PIPE LINES, TERMINALS AND REFINING

PETROLEUM FOR MILITARY AND OTHER ESSENTIAL USES

The fulfillment of the requirements for the defense of the United States has created a shortage of materials necessary for the transportation and refining of petroleum for defense, for private account, and for export; and the following order is deemed necessary in the public interest, to promote the national defense, and to provide adequate supplies of petroleum for military and other essential purposes.

§ 1570.1 *Petroleum Administrative Order No. 15, as amended July 27, 1944*—(a) *Scope of this order.* The provisions of this order shall be applicable to the use of material in "Petroleum gathering and movement" and "Refining" operations in the United States, its territories or possessions. This order does not apply to tank cars, tank trucks or railroad rolling stock, to tankers, barges or other mobile marine equipment.

(b) *Definitions.* (1) "Petroleum gathering and movement" (defined as "Transportation" in Preference Rating Order P-98-b) means any operation directly incident to the transportation, movement, loading or unloading of petroleum other than natural gas.

(2) "Refining" means any operation directly incident to the processing, reprocessing, or alteration of petroleum, including but not limited to compounding or blending, but not including the extraction or recovery of natural gasoline or associated hydrocarbons.

(3) "Maintenance and repair" means (without regard to accounting practice):

(i) The upkeep of any structure, equipment or material in a sound working condition or the restoration or fixing of any structure, equipment, or material which has broken down or is worn out, damaged or destroyed.

(ii) Any other use of material not exceeding in material cost $500 for any one complete operation which has not been subdivided for the purpose of coming within this definition.

(4) "Operating supplies" means any material other than material used for maintenance and repair which is essential to and consumed in "Petroleum gathering and movement" or "Refining" and which is normally carried by an operator as operating supplies or which is normally chargeable to operating expense, including among other items chemicals, additives, or blending agents.

(5) "Laboratory equipment" means material or equipment used exclusively for the purpose of controlling, or investigating more effective methods of conducting, petroleum industry operations by means of research, technical, or control laboratories. This material or equipment shall not, however, include material for use in the construction of laboratory buildings or other structures.

(6) "Material" means any commodity, equipment, accessory, part, assembly, or product of any kind.

(c) *Restrictions on use of material.* No material may be used in "Petroleum gathering and movement" or in "Refining" unless permission to use material is granted by provisions of this order which follow below.

(d) *Permitted uses of material.* Material may be used in "Petroleum gathering and movement" or in "Refining":

(1) For maintenance and repair purposes, as operating supplies or for laboratory equipment or its installation, notwithstanding any other provision of this paragraph (d).

(2) For the construction, installation, or extension of (or any other similar use of material in connection with) a crude oil gathering line from the first valve on the discharge side of the lease or field shipping tank or battery where petroleum is first gauged to any other "Petroleum gathering and movement" facility or any "Refining" facility, if:

(i) The material cost for any one complete operation is $10,000 or less; and

(ii) The line does not duplicate in whole or in part the transportation functions of any existing line or lines.

(3) For any other construction, expansion, extension, improvement, installation, reconstruction, remodeling or other similar operation in "Petroleum gathering and movement" (which operation does not include any use of material in connection with a crude oil gathering line) or in "refining", if the material cost for any one complete operation is $10,000 or less.

(e) *Special restrictions on use of material in crude oil gathering lines.* In no instance may material be used to connect a crude oil gathering line to any well or wells directly or indirectly unless such well or wells were spudded prior to December 23, 1941, or were drilled and completed in conformity with Conservation Order M-68, Petroleum Administrative Order No. 11, or any amendment, supplement or exception to either of such orders.

(f) *Application for authorization to use material.* Where a person wants to use material in "Petroleum gathering and movement" or "Refining" but cannot do so because of the preceding provisions of this order, he must make application for both authorization to use the material and for necessary priorities assistance by filing PAW Form 30.

Six copies of this form should be prepared. One copy should be retained by the applicant and the original and three copies together with supporting attachments should be sent to the Petroleum Administration for War, Interior Building, Washington 25, D. C. The other copy with attachments should be sent to the District Office of the Petroleum Administration for War for the District in which the work will be done (see Schedule "A").

Any communications in connection with PAW Form 30 for "Petroleum gathering and movement" or for "Refining" should be submitted in accordance with these instructions, Ref: PAO-15.

(g) *Violations.* Any person who willfully violates any provision of this order, or who, by any act or omission, falsifies records kept or information furnished in connection with this order is guilty of a crime and upon conviction may be punished by fine or imprisonment.

Any person who willfully violates any provision of this order may be prohibited from delivering or receiving any material under priority control, or such other action may be taken as is deemed appropriate.

(E.O. 9276, 7 F.R. 10091; E.O. 9125, 7 F.R. 2719; Directive No. 30 of the War Production Board, 8 F.R. 11559; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 27th day of July 1944.

RALPH K. DAVIES,
Deputy Petroleum Administrator for War.

SCHEDULE A—INSTRUCTIONS FOR DIRECTING COMMUNICATIONS TO DISTRICT OFFICES

District 1. (Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Delaware, Pennsylvania, Maryland, Virginia, West Virginia, North Carolina, South Carolina, Georgia, Florida, District of Columbia) Direct communications to Petroleum Administration for War; 1104 Chanin Building, 122 East 42nd Street; New York 17, New York. Ref: PAO-15.

District 2. (Ohio, Kentucky, Tennessee, Indiana, Michigan, Illinois, Wisconsin, Minnesota, Iowa, Missouri, Oklahoma, Kansas, Nebraska, South Dakota, North Dakota) Direct communications to Petroleum Administration for War; 1200 Blum Building; 624 South Michigan Avenue; Chicago 5, Illinois (or) 415 Beacon Building; 406 South Boulder Avenue, Tulsa 3, Oklahoma. Ref: PAO-15.

District 3. (Alabama, Mississippi, Louisiana, Arkansas, Texas, New Mexico) Direct communications to Petroleum Administration for War; 245 Mellie Esperson Building; Houston 1, Texas. Ref: PAO-15.

District 4. (Montana, Wyoming, Colorado, Utah, Idaho) Direct communications to Petroleum Administration for War; 320 First National Bank Building; Denver 2, Colorado. Ref: PAO-15.

District 5. (Arizona, California, Nevada, Oregon, Washington, Territories of Alaska or Hawaii) Direct communications to Petroleum Administration for War; 855 Subway Terminal Building; Los Angeles 13, California. Ref: PAO-15.

[F. R. Doc. 44-11232; Filed, July 28, 1944; 10:44 a. m.]

TITLE 47—TELECOMMUNICATION

Chapter I—Federal Communications Commission

PART 8—SHIP RADIO SERVICE

STANDARDS OF GOOD ENGINEERING PRACTICE FOR SHIP STATIONS

The Commission on July 25, 1944, effective immediately, deleted Standards of Good Engineering Practice for Ship Stations (4 F.R. 3474; 47 CFR, Cum. Supp., App. A to Part 8).

By the Commission.

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 44-11243; Filed, July 28, 1944; 10:50 a. m.]

TITLE 50—WILDLIFE

Chapter I—Fish and Wildlife Service

PART 1—REGULATIONS AND ORDERS RELATING TO MIGRATORY BIRDS AND CERTAIN GAME MAMMALS

KILLING CERTAIN INJURIOUS MIGRATORY BIRDS

There is hereby rescinded the orders of the Secretary of the Interior, dated February 13, 1942 (7 F.R. 1651, 1652), permitting the killing of certain depredating migratory birds, issued under the authority and direction of section 3 of the Migratory Bird Treaty Act of July 3, 1918 (40 Stat. 755), as amended by the act of June 20, 1936 (49 Stat. 1555), and in accordance with regulation 10 of the Migratory Bird Treaty Act Regulations approved by Proclamation No. 2345 of August 11, 1939 (4 F.R. 3621), as amended by Proclamation No. 2367 of September 28, 1939 (4 F.R. 4107), and Proclamation No. 2420 of August 9, 1940 (5 F.R. 2813).

ABE FORTAS,
Acting Secretary of the Interior.

JULY 24, 1944.

[F. R. Doc. 44-11216; Filed, July 27, 1944; 12:24 p. m.]

Chapter IV—Office of the Coordinator of Fisheries

[Order 1925, Amdt. 2]

PART 401—PRODUCTION OF FISHERY COMMODITIES OR PRODUCTS

SALMON CANNING INDUSTRY IN ALASKA

Order No. 1925 of the Secretary of the Interior, dated March 1, 1944, (9 F.R. 2495) is hereby amended.

The text of § 401.1 (c) is amended to read as follows:

§ 401.1 *Salmon canning industry in the Territory of Alaska.* * * *

(c) *Salmon canning for commercial purposes prohibited in the Territory of Alaska except as herein provided.* No person shall engage in canning salmon for commercial purposes in the Territory of Alaska, including all coastal and tributary waters thereof over which the United States has jurisdiction, after the effective date of this order and prior to January 1, 1945, unless specifically authorized by this order or by the order of the Fishery Coordinator, and upon compliance with such directives, orders, and regulations as he may from time to time prescribe. Prior to engaging in canning operations all persons, companies, and corporations authorized to operate under Schedule A of this order shall obtain from the Fishery Coordinator a salmon canning license which shall be posted in the office of the operating establishment throughout the canning season. No person named in Schedule A, unless otherwise ordered by the Fishery Coordinator, shall operate, either singly or in conjunction with any other person, in the nucleus plant so assigned to such person or persons any lines not installed on or before July 1, 1944, nor employ more persons, either nonresidents or residents, than are authorized under the War Manpower Commission labor ceiling stated in Schedule A below opposite the name of the operator and in the terms of said operator's license.

Schedule A in paragraph (c) of § 401.1 is amended as follows:

Under Western District, in the District and Company column the entry "P. E. Harris & Co." is amended to read "P. E. Harris & Co., Douglas Fisheries, Inc."

Under Eastern District, delete the entry "Douglas Fisheries, Inc." in the District and Company column and related entries on the same line in other columns.

Under Icy Strait District, delete the entry in the District and Company column "Cape Cross Salmon Company, Burnett Inlet Salmon Co." and related entries on the same lines in other columns.

An additional nucleus plant is listed immediately below "Haines Packing Company" as follows:

Insert in the District and Company column "Cape Cross Salmon Co." and in the Plants Operating column "Pelican City"; in the W. M. C. Labor Ceilings column, non-resident "19", residents "12".

Another additional nucleus plant is listed immediately after the one referred to above, as follows: Insert in the District and Company column "Grindall Fisheries, Inc."; in the Plants Operating column "Elfin Cove (floater)"; in the W. M. C. Labor Ceilings column, non-residents "16", residents "14".

Under Kodiak-Apognak District, delete from the District and Company column the words "Alaska Red Salmon Packers" and from the Plants Closed column the name "Carmel" on the same line.

An additional nucleus plant is listed immediately below "Parks Canning Company" as follows: Insert in the District and Company column "Alaska Red Salmon Packers" and in the Plants Operating column "Carmel"; in the W. M. C. Labor Ceilings columns, non-resident "13", residents "15".

Throughout Schedule A, delete the column headed "Number of Lines" and all the entries therein.

Issued this 25th day of July 1944.

HAROLD L. ICKES,
Secretary.

[F. R. Doc. 44-11212; Filed, July 27, 1944; 12:24 p. m.]

Notices

DEPARTMENT OF THE INTERIOR.

Office of the Secretary.

INDIANS OF HYDABURG, ALASKA

NOTICE OF HEARING ON PETITION

In the matter of the petition of the Indians of Hydaburg, pursuant to the provisions of § 201.21b of the Regulations for Protection of the Commercial Fisheries of Alaska, 1944, for a hearing upon the claims of the said Indians.

Notice is hereby given that a hearing in the above-described proceeding is assigned to be held on September 15, 1944, at 11 a. m., in the Federal School House at Hydaburg, Alaska, and that pursuant to the provisions of § 201.21b of the Regulations for Protection of the Commercial Fisheries of Alaska, 1944 (8 F.R. 2890), promulgated by the Department of the Interior, any interested parties desiring to appear in opposition to such claim shall have an opportunity to be heard.

In the aforesaid petition the Indians of Hydaburg assert a present claim to the exclusive use and occupancy of lands and waters described as follows:

1. The western shore of Prince of Wales Island from Waterfall to Cape Chacon; the eastern shore of Dall Island from Cape Muzon to the northern end of said island; the western shore thereof from the northernmost point thereof to Cape Lookout; the shores of Forrester Island and of all the islands lying between Prince of Wales Island and Dall Island;

2. The waters and submerged land for a distance of three thousand (3,000) feet from said shores;

3. The lakes and the streams emptying into said waters; and

4. The unpatented lands drained thereby.

Dated Washington, D. C., July 26, 1944.

OSCAR L. CHAPMAN,
Assistant Secretary.

[F. R. Doc. 44-11213; Filed, July 27, 1944; 12:24 p. m.]

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[1] 9 F.R. 173, 908, 1181, 2091, 2290, 2553, 2830, 2947, 3580, 4642, 4605, 4607, 4883.

INDIANS OF KAKE, ALASKA

NOTICE OF HEARING ON PETITION

In the matter of the petition of the Indians of Kake, pursuant to the provisions of § 201.21b of the Regulations for Protection of the Commercial Fisheries of Alaska, 1944, for a hearing upon the claims of the said Indians.

Notice is hereby given that a hearing in the above-described proceeding is assigned to be held on September 25, 1944, at 11 a. m., in the Federal School House at Kake, Alaska, and that pursuant to the provisions of § 201.21b of the Regulations for Protection of the Commercial Fisheries of Alaska, 1944 (8 F.R. 2890), promulgated by the Department of the Interior, any interested parties desiring to appear in opposition to such claim shall have an opportunity to be heard.

In the aforesaid petition the Indians of Kake assert:

I. A present claim to the exclusive use and occupancy of lands and waters described as follows:

1. The northern shore of Kupereanof Island from Boulder Point to Cape Bendel, and the western shore from Cape Bendel to Sumner Strait including Hound Island and other adjacent islands, Turnabout Island off the northern shore of Kupereanof Island; the eastern shore of Kuiu Island from the southern end of Alvin Bay to Cornwallis Point including Keku Islets, Pup Island, Monte Carlo Island, Conclusion Island, Sumner Island, Strait Island and other adjacent islands; and the western shore from Cornwallis Point to the northern end of Port Malmesbury including Windfall Island and other adjacent islands; the southeastern shore of Admiralty Island from Point Brightman to Gambier Island including Elliott Island and other adjacent Islands; the eastern shore of Baranof Island from (and including) Red Bluff Bay to (and including) Cape Ommaney; and the shores of Farragut Bay on the mainland of Alaska.

2. The waters and submerged lands for a distance of three thousand (3,000) feet from said shores;

3. The lakes and the streams emptying into said waters; and

4. The unpatented lands drained thereby to a distance of three miles upland from the main high-water mark.

II. A present claim to the use in common with other bands of the Thlingit Tribe of lands and waters described as follows:

1. The shores of Kuiu Island south of Alvin Bay on the east and Port Malmesbury on the west; the shores of Seymore Canal on Admiralty Island, the mainland shore from Point Coke, on the north side of Holkham Bay, to Grant Point, on the south side of Farragut Bay, including the adjacent islands, the shores of Red Bay on Prince of Wales Island.

2. The waters and submerged lands for a distance of three thousand (3,000) feet from said shores:

3. The lakes and the streams emptying into said waters; and

4. The unpatented lands drained thereby to a distance of three miles upland from the main high-water mark.

Dated Washington, D. C., July 26, 1944.

OSCAR L. CHAPMAN,
Assistant Secretary.

[F. R. Doc. 44-11214; Filed, July 27, 1944; 12:24 p. m.]

INDIANS OF KLAWOCK, ALASKA

NOTICE OF HEARING ON PETITION

In the matter of the petition of the Indians of Klawock, pursuant to the provisions of § 201.21b of the Regulations for Protection of the Commercial Fisheries of Alaska, 1944, for a hearing upon the claims of the said Indians.

Notice is hereby given that a hearing in the above-described proceeding is assigned to be held on September 20, 1944, at 11 a. m., in the Federal School House at Klawock, Alaska, and that pursuant to the provisions of § 201.21b of the Regulations for Protection of the Commercial Fisheries of Alaska, 1944 (8 F.R. 2890), promulgated by the Department of the Interior, any interested parties desiring to appear in opposition to such claim shall have an opportunity to be heard.

In the aforesaid petition the Indians of Klawock assert a present claim to the exclusive use and occupancy of lands and waters described as follows:

1. The western shore of Prince of Wales Island from Point Baker on the north to Waterfall on the south; the shores of all Islands to the seaward including Baker Island, Suemez Island, and Kuiu Island south of Point Ellis on the west shore and south of Three Mile Arm on the east shore; and the names of the larger islands in this area are Baker Island, Suemez Island, San Fernando Island, Luiu Island, Noyes Island, St. Joseph Island group, Anguella Island group, Timbered Island, Coronation Island, Spanish Island, Warren Island, Hazy Island, and Kosciusko Island.

2. The waters and submerged lands for a distance of three thousand (3,000) feet from said shores;

3. The lakes and streams emptying into said waters; and

4. The unpatented lands drained thereby.

Dated Washington, D. C., July 26, 1944.

OSCAR L. CHAPMAN,
Assistant Secretary.

[F. R. Doc. 44-11215; Filed, July 27, 1944; 12:24 p. m.]

FEDERAL COMMUNICATIONS COMMISSION.

[Docket No. 6120]

WICA, INC.

NOTICE OF HEARING

In re application of WICA, Inc., (WICA); date filed January 15, 1941; for construction permit; class of service, broadcast; class of station, broadcast; location, Ashtabula, Ohio; operating assignment specified: frequency, 970 kc.; power, 1 kw.; hours of operation, unlimited (DA-night).

You are hereby notified that the Commission has examined the application in the above-entitled case and has designated the matter for further hearing to be consolidated with the application of WWSW, Inc., Docket No. 6121, for the following reasons:

1. To determine the nature and character of the program service proposed in the event this application is granted.

2. To determine whether the granting of the instant application would tend towards a fair, efficient and equitable distribution of radio service as contemplated by section 307 (b) of the Communications Act of 1934.

3. To determine the areas and populations which may be expected to gain interference-free primary service from the proposed operation of Station WICA, and what other broadcast services are available to these areas and populations.

4. To determine the extent and effect of any interference which would result from the simultaneous operation as proposed by Station WICA and the operations proposed by Station WWSW in its application, No. B2-P-3055, Docket No. 6121.

5. To determine whether the granting of this application would serve an outstanding public need or national interest as set forth in the Commission's Supplemental Statement of Policy issued on January 26, 1944, and to determine whether a grant of this application would otherwise be consistent with the provisions of this statement of policy.

6. To determine whether in view of the facts adduced under the foregoing issues and the issues relating to the application of WWSW, Inc. (WWSW), No. B2-P-3055, Docket No. 6121, public interest, convenience and necessity would be served by the granting of the instant application and said application of WWSW, Inc. or either of them.

The application involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicant on the basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's rules of practice and procedure. Persons other than the applicant who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's rules of practice and procedure.

The applicant's address is as follows: WICA, Inc., Radio Station WICA, 221 Center Street, Ashtabula, Ohio.

Dated at Washington, D. C., July 26, 1944.

By the Commission.

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 44-11235; Filed, July 28, 1944; 10:50 p. m.]

[Docket No. 6121]

WWSW, INC.

NOTICE OF HEARING

In re application of WWSW, Inc. (WWSW); date filed, December 11, 1940; for construction permit; class of service, broadcast; class of station, broadcast; location, Pittsburgh, Pa.; operating assignment specified: Frequency, 970 kc; power, 5 kw; hours of operation, unlimited (DA-night and day).

You are hereby notified that the Commission has examined the application in the above-entitled case and has designated the matter for further hearing to be consolidated with the application of WICA, Inc., Docket No. 6120, for the following reasons:

1. To determine the nature and character of the program service proposed in the event this application is granted.

2. To determine whether the granting of the instant application would tend towards a fair, efficient and equitable distribution of radio service as contemplated by section 307 (b) of the Communications Act of 1934.

3. To determine the areas and populations which may be expected to gain interference-free primary service from the proposed operation of Station WWSW, and what other broadcast services are available to these areas and populations.

4. To determine whether WWSW operating as proposed would provide interference-free primary service to (a) the business districts, (b) the residential districts (c) the metropolitan district of Pittsburgh, Pennsylvania as contemplated by the Standards of Good Engineering Practice.

5. To determine whether the granting of this application would result in interference to Station CMKU, Santiago, Cuba.

6. To determine whether the proposed operation of WWSW would be consistent with the provisions of the North American Regional Broadcasting Agreement.

7. To determine whether the granting of this application would serve an outstanding public need or national interest as set forth in the Commission's Supplemental Statement of Policy issued on January 26, 1944, and to determine whether a grant of this application would otherwise be consistent with the provisions of this statement of policy.

8. To determine the extent and effect of any interference which would result from the simultaneous operation of Station WWSW and Station WICA as proposed in application B2-P-3081, Docket No. 6120.

9. To determine whether in view of the facts adduced under the foregoing issues and the issues relating to the application of WICA, Inc. (WICA), No. B2-P-3081, Docket No. 6120, public interest, convenience and necessity would be served by the granting of the instant application and said application of WICA, Inc. or either of them.

The application involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicant on the basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's rules of practice and procedure. Persons other than the applicant who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's rules of practice and procedure.

The applicant's address is as follows: WWSW, Inc., Radio Station WWSW, Hotel Keystone, 212 Wood Street, Pittsburgh 30, Pa.

Dated at Washington, D. C., July 26, 1944.

By the Commission.

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 44-11236; Filed, July 28, 1944; 10:50 a. m.]

FEDERAL TRADE COMMISSION.

[Docket No. 4869]

LIBERTY CHEMICAL CO.

ORDER APPOINTING TRIAL EXAMINER AND FIXING TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 27th day of July, A. D. 1944.

In the Matter of Georgia A. Coleman, an individual, trading as Liberty Chemical Company.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission,

It is ordered, That Andrew B. Duvall, a Trial Examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Thursday, August 10, 1944, at ten o'clock in the forenoon of that day (Eastern Standard Time), in Hearing Room, Federal Trade Commission Building, Washington, D. C.

Upon completion of testimony for the Federal Trade Commission, the Trial Examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The trial examiner will then close the case and make his report upon the facts; conclusions of facts; conclusions of law; and recommendation for appropriate action by the Commission.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 44-11242; Filed, July 28, 1944; 11:03 a. m.]

INTERSTATE COMMERCE COMMISSION.

[S. O. 70-A, Special Permit 411]

RECONSIGNMENT OF POTATOES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, July 22, 1944, by R. A. Klotz and Company of car ART 19994, potatoes, now on the Chicago Produce Terminal, to Sales Officer, Camp Campbell, Kentucky.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 22d day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-11270; Filed, July 28, 1944; 11:51 a. m.]

[S. O. 70-A, Special Permit 412]

RECONSIGNMENT OF POTATOES AT KANSAS CITY, MO.-KANS.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Kansas City, Missouri-Kansas, July 22, 1944, by Cochrane Brokerage Company of car PFE 36558, potatoes, now on the Union Pacific Railroad, to Morris Goldman, Milwaukee, Wisconsin (Milw.).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 22d day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-11271; Filed, July 28, 1944; 11:51 a. m.]

[S. O. 70–A, Special Permit 413]

RECONSIGNMENT OF ONIONS AT MONTGOMERY, ALA.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Montgomery, Alabama, July 22, 1944, by Piowaty Bergart Company of car SFRD 24779, onions, now on the Louisville and Nashville Railway, to New Orleans, Louisiana.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 22d day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–11272; Filed, July 28, 1944; 11:51 a. m.]

[S. O. 70–A, Special Permit 414]

RECONSIGNMENT OF HONEYDEW MELONS AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Chicago, Illinois, July 22, 1944, by La Mantia Brothers Arrigo Company, of car SFRD 38478, honeydew melons, now on the Chicago Produce Terminal, to John Schentzius, Buffalo, New York (N. Y. C.).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of te Federal Register.

Issued at Washington, D. C., this 22d day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–11273; Filed, July 28, 1944; 11:51 a. m.]

[S. O. 70–A, Special Permit 415]

RECONSIGNMENT OF ORANGES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph § 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act.

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Chicago, Illinois, July 24, 1944, by El Modena Citrus, Inc. (by Andrews Bros.) of car PFE 71774, oranges, now on the C. R. I. & P. Railroad to Canadian Packers Limited, Toronto, Canada, account diversion orders not executed.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 24th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–11274; Filed, July 28, 1944; 11:51 a. m.]

[S. O. 70–A, Special Permit 416]

RECONSIGNMENT OF POTATOES AT MINNEAPOLIS, MINN.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Minneapolis, Minnesota, July 24, 1944, by C. H. Robinson Company of car URT 16219, potatoes, now on the C. M. St. P. & P. Railway to Milwaukee, Wisconsin, via C. M. St. P. & P. Railway for Abe Mendelson.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 24th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–11275; Filed, July 28, 1944; 11:51 a. m.]

[S. O. 164, 3d Amended Gen. Permit 14]

REFRIGERATION OF CITRUS FRUIT FROM TEXAS

Pursuant to the authority vested in me by paragraph (g) of the first ordering paragraph (§ 95.323, 8 F.R. 15491) of Service Order No. 164 of November 10, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To provide standard refrigeration on any refrigerator car loaded with citrus fruit originating at any point or points in the State of Texas.

This general permit shall become effective at 12:01 a. m., August 1, 1944, and shall apply to such cars billed or moving at that time, and it shall expire at 12:01 a. m., September 15, 1944.

The waybills shall show reference to this general permit.

A copy of this general permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 26th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–11276; Filed, July 28, 1944; 11:51 a. m.]

[S. O. 164, 4th Amended Gen. Permit 15]

REFRIGERATION OF CITRUS FRUIT FROM FLORIDA

Pursuant to the authority vested in me by paragraph (g) of the first ordering paragraph (§ 95.323, 8 F.R. 15491) of Service Order No. 164 of November 10, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To provide standard refrigeration on any refrigerator car loaded with citrus fruit originating at any point or points in the State of Florida.

This general permit shall become effective at 12:01 a. m., August 1, 1944, and shall apply to such cars billed or moving at that time, and it shall expire at 12:01 a. m. September 15, 1944.

The waybills shall show reference to this general permit.

A copy of this general permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 26th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–11277; Filed, July 28, 1944; 11:52 a. m.]

[S. O. 200, Special Permit 149]

ICING OF POTATOES AT PHILADELPHIA, PA.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To allow Smiling Jim Potato Company, Philadelphia, Pa., to initially ice PGE 32406 and PFE 21828, potatoes, with two tons of ice in each car. Both cars on Pennsylvania Railroad general delivery track at Philadelphia, destined to Geneva, New York via PRR.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 25th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–11278; Filed, July 28, 1944; 11:52 a. m.]

[S. O. 200, Special Permit 150]

REICING OF POTATOES AT KANSAS CITY, MO.-KANS.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To reice, one time only, at Kansas City, Missouri-Kansas, July 25, 1944, as ordered by Cochrane Brokerage Company, car WFE 49339, potatoes, now on the Union Pacific Railroad, account bunkers are dry and shipment is destined to Burlington, Iowa. (Burl.).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 25th day of July 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–11279; Filed, July 28, 1944; 11:52 a. m.]

OFFICE OF ALIEN PROPERTY CUSTODIAN.

[Supplmental Vesting Order 3523]

YUKI TAKAHASHI AND TOKUE TAKAHASHI

In re: Household furnishings and personal effects owned by Yuki Takahashi and/or Tokue Takahashi.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Having found, by Vesting Order Number 3031, dated January 27, 1944, that Yuki Takahashi and Tokue Takahashi, his wife, are nationals of a designated enemy country (Japan);

2. Having vested by said Vesting Order Number 3031[1] certain property particularly described therein which was owned by Yuki and/or Tokue Takahashi, his wife, on January 27, 1944;

3. Finding that Yuki Takahashi and/or Tokue Takahashi, his wife, are the owners of the property described in subparagraph 4 hereof;

4. That the property described as follows:

Those certain household furnishings and personal effects, particularly described in Exhibit A, attached hereto and by reference made a part hereof, presently located on the premises known as No. 1385 Alewa Drive, Honolulu, Territory of Hawaii,

is property within the United States owned or controlled by nationals of a designated enemy country (Japan);

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Japan);

And having made all determinations and taken all action, after appropriate consultation and certification required by law, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described in subparagraph 4 hereof, to be held, used, administered, liquidated, sold, or otherwise dealt with in the interest, and for the benefit, of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account, or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall this order be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof or within such further time as may be allowed, file with the Alien Property Custodian on Form APC–1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on April 24, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

EXHIBIT A

Bedrooms: 1 dresser, 1 small wicker chair, 1 small cabinet, 1 small table, 1 dresser, 1 bookcase, 1 bureau, 1 iron bed, 1 chest of drawers.

Sun porch: 1 couch, 2 wicker settees, 1 small wicker table, 1 lauhala mat, 3 wicker chairs.

Kitchen: 1 refrigerator, 1 card table, 1 stove, 1 kitchen table, 3 lamps, 1 white table.

Living room: 1 large sofa, 2 stuffed chairs, 3 wicker chairs, 1 small wicker settee, 1 occasional table, 1 large rug, 4 small rugs, 1 standing lamp and shade, 1 coffee table, 3 end tables, 1 bronze panther ornament, 1 medium size rug.

Dining room: 1 dining room table, 1 side board, 1 china cabinet, 6 dining room chairs, 1 large rug.

Curtains and other incidental furnishings.

[F. R. Doc. 44–11237; Filed, July 28, 1944; 11:01 a. m.]

[Supplemental Vesting Order 3936]

WALTER EITELBACH & CO., INC.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the Alien Property Custodian, after investigation,

1. Having found and determined under Vesting Order Number 2864,[2] dated December 31, 1943, that Walter Eitelbach & Co., Inc., is a business enterprise in the United States and is a national of a designated enemy country (Germany), and that The Nissen Stiftung, Husum, Schleswig-Holstein, Germany, is a national of a designated enemy country (Germany);

2. Finding that The Nissen Stiftung is the assignee of a debt owed by Walter Eitelbach & Co., Inc., in the principal sum of $46,929.41, with accrued interest, and that the rights and claims arising by virtue of the assignment of said debt are an interest in Walter Eitelbach & Co., Inc.;

3. Finding that an agreement was entered into dated November 1, 1934, by and between The Nissen Stiftung, Walter Eitelbach & Co., Inc., and Walter Eitelbach, whereunder Walter Eitelbach & Co., Inc., in order to secure the payment of said indebtedness owed to The Nissen Stiftung and of 5% Sinking Fund Gold Notes, dated April 1, 1928, of Walter Eitelbach & Co., Inc., of the face value of $397,000 and held by The Nissen Stiftung, delivered to Walter Eitelbach, as liquidating factor for The Nissen Stiftung and/or the trustee for the benefit of The Nissen Stiftung named in said agreement of November 1, 1934, all the current assets and the entire merchandise inventory as of November 1, 1934, of Walter Eitelbach & Co., Inc., which agreement and the rights and claims arising thereunder are an interest in Walter Eitelbach & Co., Inc.;

and determining:

4. That to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany);

and having made all determinations and taken all action required by law, including

[1] 9 F.R. 1944.

[2] 9 F.R. 2616.

appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian (a) any and all right, title, interest and claim of The Nissen Stiftung in and to the debt of Walter Eitelbach & Co., Inc., more particularly described in subparagraph 2 hereof; (b) any and all right, title, interest and claim of The Nissen Stiftung in and to or arising under the agreement dated November 1, 1934, more particularly described in subparagraph 3 hereof; and (c) any and all right, title, interest and claim, both legal and equitable, of The Nissen Stiftung in and to the collateral security or the proceeds from the sale thereof, deposited under said agreement of November 1, 1934, and now held by Walter Eitelbach & Co., Inc., and/or Walter Eitelbach.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC–1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national", "designated enemy country" and "business enterprise within the United States" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., July 17, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11238; Filed, July 26, 1944; 11:01 a. m.]

[Supplemental Vesting Order 3962]

EMMA WECKENMANN, ET AL.

In re: Land contract rights owned by Emma Weckenmann, also known as Emma Frey Wekenmann, and as Emma Frey Wickenen, Julius Frey, Elfrieda Blinn, also known as Elfrieda Blinn Jost, and Katherine Harold, also known as Katherine Frey Herold, and as Catherine Frey Herold, and dower rights owned by the husband (name unknown) of Elfrieda Blinn, also known as Elfrieda Blinn Jost.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned after investigation:

1. Having found, by Vesting Order Number 2484,[1] dated October 26, 1943, as amended, that Julius Frey, Katherine Frey Herold, sometimes known as Catherine Frey Herold, Elfrieda Blinn Jost, also known as Elfrieda Blinn, and Emma Frey Wekenmann, sometimes known as Emma Frey Wickenen, are nationals of a designated enemy country (Germany);

2. Finding that Katherine Frey Herold, sometimes known as Catherine Frey Herold, and Katherine Harold are one and the same person;

3. Finding that Emma Frey Wekenmann, sometimes known as Emma Frey Wickenen, and Emma Weckenmann are one and the same person;

4. Having vested by said Vesting Order Number 2484, as amended, among other things, certain real property particularly described in subparagraph 3–a (I) of said order;

5. Finding that the last known address of the husband (name unknown) of Elfrieda Blinn Jost, also known as Elfrieda Blinn, is Germany and that he is a resident of Germany and a national of a designated enemy country (Germany);

6. Finding that the persons whose names appear in subparagraphs 1, 2 and 3 hereof are the owners of the property described in subparagraph 8–a hereof;

7. Finding that the husband (name unknown) of Elfrieda Blinn Jost, also known as Elfrieda Blinn, is the owner of the property described in subparagraph 8–b hereof;

8. Finding that the property described as follows:

a. All right, title, and interest of Emma Wekenmann, also known as Emma Frey Wekenmann and as Emma Frey Wickenen, Julius Frey, Elfrieda Blinn, also known as Elfrieda Blinn Jost, and Katherine Harold, also known as Katherine Frey Herold and Catherine Frey Herold, in and to that certain land sales contract executed by and between the herein-named persons by Fred Frey, as attorney-in-fact, as vendors, and Ernest Meierjohan, as vendee, evidenced by an greement dated May 25, 1942 and an escrow agreement dated November 30, 1942, whereby, among other things, the said vendee agrees to pay the sum of $8,000 for certain real property particularly described as Lots 46, 47 and 48, Daniel Gano's Subdivision, Cincinnati, Hamilton County, Ohio, and known as 2125–27 Allanthus Street, and

b. The dower rights of the husband (name unknown) of Elfrieda Blinn Jost, also known as Elfrieda Blinn, in and to the real property referred to in subparagraph 4 hereof, and the land sales contract rights described in subparagraph 8–a hereof,

is property within the United States owned or controlled by nationals of a designated enemy country (Germany);

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany);

And having made all determinations and taken all action, after appropriate consultation and certification required by law, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described in subparagraph 8 hereof, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest, and for the benefit, of the United States.

[1] 8 F.R. 15532.

Such property and any or all of the proceeds thereof shall be held in an appropriate account, or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall this order be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC–1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 22, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11239; Filed, July 28, 1944; 11:01 a. m.]

[Vesting Order 2484, Amdt.]

JULIUS FREY, ET AL.

In re: Interests in real property, a mortgage and a bank account owned by Julius Frey, Katherine Frey Herold, Elfrieda Blinn Jost and Emma Frey Wekenmann.

Vesting Order Number 2484,[1] dated October 26, 1943, is hereby amended as follows and not otherwise:

By deleting subparagraph 1 of said Vesting Order Number 2484 and substituting therefor the following:

1. That the last known addresses of Julius Frey, Katherine Frey Herold, sometimes known as Catherine Frey Herold, Elfrieda Blinn Jost, also known as Elfrieda Blinn, and Emma Frey Wekenmann, sometimes known as Emma Frey Wickenen, are, respectively, 6 Wald Street, Musbach, Rheinpfalz, Germany; 57 Genfer Street, Rheinickendorf, Berlin, Germany; Landau, Immelmann St., Saarpfalz, Germany; and, Lambrecht, Saarpfalz, Germany, and that they are residents of Germany and are nationals of a designated enemy country (Germany);

All other provisions of said Vesting Order Number 2484 and all action taken on behalf of the undersigned in reliance thereon, pursuant thereto and under the authority thereof are hereby ratified and confirmed.

Executed at Washington, D. C., on July 22, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–11240; Filed, July 28, 1944; 11:01 a. m.]

OFFICE OF PRICE ADMINISTRATION.

[MPR 136, Order 259]

GENERAL MOTORS CORP.

AUTHORIZATION OF MAXIMUM PRICES

Order No. 259 Under Maximum Price Regulation 136 as amended. Machines and parts, and machinery services. GMC Truck & Coach Division, General Motors Corporation; Docket No. 3136–468.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, Executive Orders 9250 and 9328, and § 1390.25a of Maximum Price Regulation 136, as amended, *It is hereby ordered:*

(a) The GMC Truck and Coach Division, General Motors Corporation, 660 South Boulevard, East Pontiac, Michigan, is authorized to sell each GMC motor truck containing a chassis described in subparagraph (1) at a price not to exceed the applicable list price in subparagraph (1), adjusted as provided in that subparagraph, plus the applicable charges in subparagraph (2):

(1) *List price.* The following applicable list price, f. o. b. factory, to which shall be applied the seller's discount in effect on March 31, 1942, to the applicable class of purchaser:

Model number	Description	List price f. o. b. factory
CC–302	Chassis of 134½" wheelbase, and gross weight range from 9,000 to 14,000 lbs., and 1942 standard equipment	$815
CC–303	Chassis of 160" wheelbase, and gross weight range from 9,000 to 14,000 lbs., and 1942 standard equipment	845
CC–402	Chassis of 135¼" wheelbase, and gross weight range from 11,000 to 15,000 lbs., and 1942 standard equipment	1,040
CC–403	Chassis of 159¼" wheelbase, and gross weight range from 11,000 to 15,000 lbs., and 1942 standard equipment	1,070
CC–404	Chassis of 177¼" wheelbase, and gross weight range from 11,000 to 15,000 lbs., and 1942 standard equipment	1,085
CC–405	Chassis of 195¼" wheelbase, and gross weight range from 11,000 to 15,000 lbs., and 1942 standard equipment	1,110
CC–452	Chassis of 135¼" wheelbase, and gross weight range from 12,500 to 17,000 lbs., and 1942 standard equipment	1,260
CC–453	Chassis of 159¼" wheelbase, and gross weight range from 12,500 to 17,000 lbs., and 1942 standard equipment	1,290
CC–454	Chassis of 177¼" wheelbase, and gross weight range from 12,500 to 17,000 lbs., and 1942 standard equipment	1,305
CC–455	Chassis of 195¼" wheelbase, and gross weight range from 12,500 to 17,000 lbs., and 1942 standard equipment	1,330

(2) *Charges.* (i) A charge for extra, special, and optional equipment which shall not exceed the list price, or established price, in effect on March 31, 1942, less the discount in effect on that date applicable to the class of purchaser, for such equipment when sold as original equipment for the applicable chassis described above, except that for the following items of original equipment the charge shall not exceed the respective list price stated below, less the applicable discount in effect on March 31, 1942, to the applicable class of purchaser:

Model number	Description	List price f. o. b. factory
1574	Driver's cab	$110
1500	Driver's cab	175

(ii) A charge to cover handling and delivery expense computed in accordance with seller's method in effect on March 31, 1942.

(iii) A charge to cover freight expense based on current freight rates and computed in accordance with the seller's method in effect on March 31, 1942.

(iv) A charge to cover federal excise tax and tires-weight tax and state and local taxes, on the vehicle being sold, computed in accordance with seller's method in effect on March 31, 1942.

(v) A charge to cover seller's expense during June and July 1944, for storage in non-company-owned storage locations, not to exceed $7.00 for the first month's storage and $5.00 for each other month's storage, or fraction thereof.

(b) A reseller of GMC motor trucks may sell, delivered at reseller's place of business, each GMC truck, containing a chassis described in subparagraph (1) of paragraph (a), at a price not to exceed the total of the applicable list price in subparagraph (1) of paragraph (a) and the applicable charges in subparagraph (1) below, less the discounts the reseller had in effect on March 31, 1942, to the applicable class of purchaser:

(1) *Charges.* (i) A charge for extra, special and optional equipment which shall not exceed the charge the reseller had in effect for this equipment on March 31, 1942, to the applicable class of purchaser, when sold as original equipment, except that for the following items of original equipment the charge shall not exceed the respective list price stated below, less the discount in effect on March 31, 1942, to the applicable class of purchaser;

Model number	Description	List price f. o. b. factory
1574	Driver's cab	$110
1500	Driver's cab	175

(ii) Actual freight-in expense.

(iii) A charge to cover federal, state and local taxes on his purchase, and sale, or delivery of the applicable truck model, computed in accordance with the reseller's method in effect on March 31, 1942.

(iv) The reseller's charge in effect on March 31, 1942, for handling and delivery, and in addition, the storage charges he has to pay under subdivision (v) of paragraph (a) (2).

(v) The dollar amount of all other charges or allowances which the reseller had in effect on March 31, 1942, to the applicable class of purchaser.

(c) In the case of a reseller who cannot establish a price under paragraph (b) because he was not in business on March 31, 1942, his maximum price shall be a total of the following:

(1) The applicable list price, f. o. b. factory, in subparagraph (1) of paragraph (a),

(2) The original equipment retail charge that GMC Truck & Coach Division, General Motors Corporation, suggested on March 31, 1942, to resellers as a charge to be made by resellers, to the applicable class of purchaser, for extra, special and optional equipment attached to the applicable chassis as original equipment, except that for the following items of original equipment the charge shall not exceed the respective list price stated below:

Model number	Description	List price f. o. b. factory
1574	Driver's cab	$110
1500	Driver's cab	175

(3) Actual freight-in expense.

(4) The amount the GMC Truck & Coach Division, General Motors Corporation, in accordance with its March 31, 1942, method, charges the reseller as an allowance to cover federal excise tax and tires-weight tax, and the amount of the reseller's expense for state and local taxes assessed on the vehicle.

(5) A charge to cover the reseller's handling and delivery expense not to exceed the amount of this expense to the reseller, and, in addition, the storage charges he has to pay under subdivision (v) of paragraph (a) (2).

(d) All requests in the application not granted in this order are denied.

(e) This order may be revoked or amended by the Price Administrator at any time.

NOTE: The manufacturer's price under paragraph (a) is for a truck equipped with natural rubber tires, or synthetic rubber tires delivered to the manufacturer prior to April 18, 1944. Where the manufacturer has an established price in accordance with section 1390.6 of Maximum Price Regulation 136, as amended, which is higher than a price permitted under paragraph (a) because the truck is equipped with synthetic tires delivered to the manufacturer on and after April 18, 1944, or because of any other substantial specification change or material substitution in the truck, the reseller may add to his price under paragraph (b) or (c) the increase in cost to him over the price he would otherwise pay under paragraph (a) plus his customary markup on such cost.

This order shall be effective July 27, 1944.

Issued this 27th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–11226; Filed, July 27, 1944; 4:06 p. m.]

[Order 50, to Order 375 Under 3 (b)]

QUEEN ANNE CANDY CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 50 under Order No. 375 of § 1499.3 (b) of the General Maximum

Price Regulation. Queen Anne Candy Co.; Docket No. N 6352–13B–146–7.

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered*, That:

Authorization of maximum prices governing sales of "Queen Anne Pecan Log" a confectionery item manufactured by Queen Anne Candy Co., Hammond, Indiana.

(a) The maximum prices to be charged by the indicated seller below for the indicated sales of "Queen Anne Pecan Log" a 9 ounce net weight pecan candy item manufactured by the Queen Anne Candy Co. of Hammond, Indiana, in accordance with its formula contained in its supplementary price application dated July 12, 1944 shall be as follows:

(1) From Queen Anne Candy Co., to wholesalers, $3.52 per 12 count box, delivered.

(2) From wholesaler to retailer, $4.40 per 12 count box, delivered.

(3) From retailers to consumers, $0.55 per 9 ounce item.

(b) The prices established in this order are the highest prices for which "Queen Anne Pecan Log" may be sold by the respective sellers. All sellers, on sales of this item, shall reduce the above appropriate maximum prices by applying their customary discounts, allowances and price differentials which have been applied to sales of other comparable candy items. In the application of any customary differentials the specific maximum prices established by this order shall not be exceeded.

(c) Queen Anne Candy Co., shall mail or otherwise supply to its purchasers at the time of or prior to the first delivery to such purchaser the following notice:

The Office of Price Administration has authorized us to sell our "Queen Anne Pecan Log" to wholesalers at a maximum delivered price of $3.52 per 12 count box. Wholesalers are authorized to sell this item to retailers at a maximum delivered price of $4.40 per 12 count box. On sales of this item all sellers are required to reduce their maximum prices by applying their customary discounts, allowances and price differentials which have been applied to sales of comparable candy items. In the application of any customary differential the specific maximum prices mentioned herein must not be exceeded.

(d) Queen Anne Candy Co., for a period of at least ninety days, shall place in or on each smallest retail packing unit of this item, the following notice:

The Office of Price Administration has authorized maximum prices for sales of "Queen Anne Pecan Log." Wholesalers are authorized to sell this item to retailers at a maximum delivered price to $4.40 per 12 count box. Retailers are authorized to sell this item at a maximum price not in excess of 55 cents per item. On sales of this item all sellers are required to reduce their maximum prices by applying their customary discounts, allowances and price differentials which have been applied to sales of other comparable candy items. In the application of any customary differential the specific maximum price mentioned herein shall not be exceeded.

(e) This order may be revoked or amended at any time by the Price Administrator.

(f) This Order No. 50 shall become effective July 29, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong., E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 28th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–11255; Filed, July 28, 1944; 11:45 a. m.]

[MPR 188, Order 1940]

ELYRIA METAL PRODUCTS CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1940 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of stamped steel pliers manufactured by Elyria Metal Products Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) The maximum prices for all sales and deliveries by the Elyria Metal Products Company, Post Office Box 492, Elyria, Ohio of Stamped Steel Pliers and Open End Wrenches of its manufacture, as described in its application dated June 28, 1944 after such articles became subject to Maximum Price Regulation No. 188, are as follows:

Article and model	To jobbers or distributors who stock the tools	To retailers
	Dozen	*Dozen*
Plier:		
125LW	$0.642	$0.856
601PH	1.20	1.60
606KH	1.20	1.60
187HD	1.44	1.92
Wrench:		
5/16" x 13/32"	.48	.64
3/8" x 7/16"	.48	.64
1/2" x 9/16"	.57	.76
11/16" x 13/32"	.60	.80
5/8" x 3/4"	.64	.85
7/8" x 25/32"	.90	1.20

These maximum prices are f. o. b. Elyria, Ohio; $0.50 per hundredweight freight allowance on shipments of 100 pounds or more and are subject to a cash discount of 2%—10 days, net 30 days.

(b) The maximum price for all sales and deliveries at wholesale for the stamped steel pliers and open end wrenches described in paragraph (a) above shall be the prices set forth below as follows:

Article and model or size	Maximum price to retailers
	Dozen
Plier:	
125LW	$0.856
601PH	1.60
606KH	1.60
187HD	1.92
Wrench:	
5/16" x 13/32"	.64
3/8" x 7/16"	.64
1/2" x 9/16"	.76
11/16" x 13/32"	.80
5/8" x 3/4"	.85
7/8" x 25/32"	1.20

These prices are f. o. b. seller's city and are subject to terms, discounts and allowances no less favorable than those customarily granted by the seller.

(c) The maximum prices for a sale at retail of the stamped steel pliers and open end wrenches described in paragraph (a) above shall be as follows:

Article and model	Maximum price to consumer
	Each
Plier:	
125LW	$0.11
601PH	.20
606KH	.20
187HD	.24
Wrench:	
5/16" x 13/32"	.08
3/8" x 7/16"	.08
1/2" x 9/16"	.10
11/16" x 13/32"	.10
5/8" x 3/4"	.11
7/8" x 25/32"	.15

(d) At the time of the first invoice, the manufacturer shall notify in writing each purchaser who buys from it of the maximum prices established by this order for resales by the purchaser. Since this order also establishes maximum prices for sales by all jobbers to jobbers and retailers, each jobber who resells any commodity covered by this order must notify his purchaser of the maximum prices established by this order for sales by the purchaser. This written notice may be given in any convenient form.

(e) Unless the context otherwise requires, the definitions set forth in § 1499.-20 of the General Maximum Price Regulation shall apply to the terms used herein.

(f) This Order No. 1940 may be revoked or amended by the Price Administrator at any time.

This Order No. 1940 shall become effective on the 29th day of July 1944.

Issued this 28th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–11256; Filed, July 28, 1944; 11:44 a. m.]

[MPR 188, Order 1941]

SHAWNEE MFG. CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1941 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of three items of hassocks manufactured by Shawnee Manufacturing Co.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of three items of hassocks manufactured by Shawnee Manufacturing Company, 6526 Olmsted Street, Edison Park, Chicago, Illinois.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the article from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model no.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
		Each	*Each*
Hassock	Delicious apple	$6.67	$7.85
	Square tom tom	7.61	8.95
	Round tom tom	7.61	8.95

These prices are f. o. b. factory, and are subject to a cash discount of two percent for payment within ten days.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subparagraph (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum prices are those set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
		Each
Hassock	Delicious apple	$7.85
	Square tom tom	8.95
	Round tom tom	8.95

These prices are subject to a cash discount of two percent for payment within ten days.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 29th day of July 1944.

Issued this 28th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–11257; Filed, July 28, 1944; 11:44 a. m.]

[MPR 188, Order 1942]

ROYAL CABINET AND SCREEN CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1942 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of a chest of drawers and a storage chest manufactured by Royal Cabinet and Screen Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of a chest of drawers and a storage chest manufactured by Royal Cabinet and Screen Co., 309 Hempstead Turnpike, Franklin Square, Long Island.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the articles from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
		Each	*Each*
Chest of drawers	Unfinished	$7.65	$9.00
Storage chest	do	3.18	3.74

These prices are f. o. b. factory.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subparagraph (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum price is that set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
		Each
Chest of drawers	Unfinished	$9.00
Storage chest	do	3.74

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 29th day of July 1944.

Issued this 28th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44–11258; Filed, July 28, 1944; 11:44 a. m.]

[MPR 188, Order 1943]

MACK AND RHODES WOOD PRODUCTS

ADJUSTMENT OF MAXIMUM PRICES

Order No. 1943 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of four items of occasional tables manufactured by Mack and Rhodes Wood Products.

For the reasons set forth in an opinion issued simultaneously herewith and filed

with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of four items of occasional tables manufactured by Mack and Rhodes Wood Products, 2344 W. Harrison Street, Chicago, Illinois.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the articles from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
		Each	*Each*
End table	125	$7.40	$9.25
Lamp table	126	7.00	8.75
Coffee table	127	7.40	9.25
Cocktail table	128	7.80	9.75

These prices are f. o. b. factory, and are subject to a cash discount of two percent for payment within ten days.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subparagraph (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum prices are those set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
		Each
End table	125	$9.25
Lamp table	126	8.75
Coffee table	127	9.25
Cocktail table	128	9.75

These prices are subject to a cash discount of two percent for payment within ten days.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 29th day of July 1944.

Issued this 28th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-11259; Filed, July 28, 1944; 11:45 a. m.]

[MPR 254, Order 3]

HARRINGTON AND RICHARDSON ARMS CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 3 under § 1379.4 of Maximum Price Regulation No. 254. New small firearms and firearm parts. Approval of maximum prices for sales of the Model No. 65 target rifle manufactured by the Harrington and Richardson Arms Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, Executive Orders Nos. 9250 and 9328, and in accordance with § 1379.4 of Maximum Price Regulation No. 254, *It is ordered:*

(a) Harrington & Richardson Arms Company, Worcester, Massachusetts, is authorized to sell and deliver the Model No. 65 Target Rifle of its manufacture at prices no higher than those set forth below:

For sales by the manufacturer to jobber, $39.00 per unit, exclusive of Federal excise tax.

For sales by the manufacturer to retailer, $53.85 per unit, inclusive of Federal excise tax.

For sales by the manufacturer to consumers, $68.30 per unit, inclusive of Federal excise tax.

These maximum prices are subject to the discounts, allowances, and freight, packing and other price differentials customarily granted or charged by the applicant to purchasers of the class specified above.

(b) Any person may sell or deliver Model No. 65 Target Rifle to retailers at $53.85 per unit, inclusive of Federal excise tax. This maximum price is subject to each seller's customary discounts, allowances and price differentials.

(c) Any person may sell and deliver the Model No. 65 Target Rifle to consumers at $68.30 per unit, inclusive of Federal excise tax. This maximum price is subject to the seller's customary discounts, allowances and price differentials.

(d) At the time of or prior to the first invoice to each purchaser for resale, the seller shall notify the purchaser of the maximum prices and the conditions set by this Order No. 3 for resales by the purchaser. This notice may be given in any convenient form.

This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective the 29th day of July 1944.

Issued this 28th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-11254; Filed, July 28, 1944; 11:45 a. m.]

[MPR 528, Order 8]

FIRESTONE TIRE & RUBBER CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 8 under Maximum Price Regulation 528. Tires and tubes, recapping and repairing.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to Appendix A (d) of Maximum Price Regulation 528, *It is ordered:*

(a) (1) The maximum retail prices for the following size and type of new tire manufactured by The Firestone Tire & Rubber Company of Akron, Ohio, shall be:

INDUSTRIAL SOLID PRESSED-ON TIRE

Size	Maximum retail price per tire	
	East	West
17 x 6 x 12½	$24.65	$26.50

(2) "East" and "West" shall have the meaning given those terms in the manufacturer's price list for Industrial Solid Pressed-on Tires in effect on February 1, 1944.

(b) All provisions of Maximum Price Regulation 528 not inconsistent with this order shall apply to sales covered by this order.

(c) This order may be amended or revoked by the Office of Price Administration at any time.

This order shall become effective July 29, 1944.

Issued this 28th day of July 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-11260; Filed, July 28, 1944; 11:47 a. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 59-74]

SPOKANE GAS & FUEL CO.

NOTICE OF AND ORDER INSTITUTING PROCEEDINGS

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 26th day of July, A. D. 1944.

The Commission having examined the corporate structure of Spokane Gas & Fuel Company, a subsidiary of Cities Service Power & Light Company, a registered holding company, and the files and records of the Commission relating thereto, and such examination having disclosed data establishing, or tending to establish, that:

1. Spokane Gas & Fuel Company is a corporation organized under the laws of the State of Washington in November 1909. It is a public utility company within the meaning of section 2 (a) (5) of the Public Utility Holding Company Act of 1935 and is a subsidiary of Cities Service Power & Light Company, a registered holding company, which in turn is a subsidiary of Cities Service Company, a registered holding company. It is engaged in the manufacture and distribution of manufactured gas in the City of Spokane, Washington.

2. A condensed balance sheet, per books, as of December 31, 1943 is as follows:

Assets

Utility plant (including undetermined amount of intangibles)	$3,014,605	
Less: Retirement reserve	377,812	
Net utility plant		2,636,793
Investments [1]		1,684
Current assets:		
Cash	59,931	
Other	64,366	
		124,297
Deferred charges:		
Unamortized debt discount and expense	1,797	
Other	1,792	
		3,589
		2,766,363

Liabilities

Capital stock:		
Common stock, $100 p. v.	1,000,000	
Preferred stock, 6%, $100 p. v. [2]	300,000	
		1,300,000
Long-term debt:		
First and ref. 5% mtg. bonds, due 8/1/44 [3]	998,700	
Advances from parent company	459,615	
		1,458,315
Current liabilities		90,239
Contributions in aid of construction		578
Miscellaneous reserves		12,221
Deficit		(94,990)
		2,766,363

[1] Includes sinking fund cash in the amount of $233.

[2] Exclusive of dividend arrears totaling $567,000. Preferred stock dividends have not been paid since July 1, 1912.

[3] Six months' interest payment ($24,967) due February 1, 1944, was not met.

3. The following table is a condensed comparative income statement of Spokane Gas & Fuel Company, based upon figures as reported by the company, for the years 1939 to 1943, inclusive:

	1939	1940	1941	1942	1943	5-Year average
Operating revenues	$327,502	$320,802	$309,536	$339,592	$387,101	$336,907
Operating expenses and taxes:						
Operation	114,628	113,302	110,644	135,530	193,294	133,540
Maintenance	26,666	25,393	29,045	32,546	44,036	31,537
Depreciation	18,000	18,000	18,000	18,000	18,000	18,000
General taxes	36,586	35,876	35,368	35,821	38,425	36,415
Federal income taxes	72,807	75,841	77,097	71,494	75,360	74,520
General and administrative						
Total	268,687	268,412	270,154	293,691	369,115	294,012
Net operating revenues	58,815	52,390	39,382	45,901	17,986	42,895
Other income	643	118	799	773	652	597
Gross income	59,458	52,508	40,181	46,674	18,638	43,492
Fixed charges:						
Bond interest	52,192	51,676	51,163	50,663	50,184	51,176
Amortization of debt discount and expense	3,221	3,189	3,157	3,126	3,097	3,158
Other	3,358	2,111	2,055	2,153	2,214	2,378
Total	58,771	56,976	56,375	55,942	55,495	56,712
Net income (loss)	687	(4,468)	(16,194)	(9,268)	(36,857)	(13,220)

4. The following table indicates the division of ownership of the outstanding securities of Spokane Gas & Fuel Company as between Cities Service Power & Light Company and public investors:

Security	Amount	Percent of total	Owned by—	
			Cities Service Power & Light Co.	Public
Long-term debt:				
First and ref. gold 5% bonds, due 8/1/44	$698,700	37.6	$474,600	[3]$524,100
Indebtedness to parent [1]	459,615	17.3	459,615	
	1,458,315	54.8	934,215	524,100
Preferred stock, 6%, $100 p. v. [2]	300,000	11.3	297,300	2,700
Common stock, $100 p. v.	1,000,000	37.5	1,000,000	
Deficit	(94,990)	(3.6)		
	2,663,325	100.0		

[1] Composed of (a) demand note for $349,000, (b) 6% income demand note for $63,615 and (c) accounts payable of $17,000.

[2] Exclusive of dividend arrears of $567,000.

[3] 47.5% of total bonds outstanding.

5. One vote per share is vested in the common and preferred stock of Spokane Gas & Fuel Company. The 10,000 shares of common stock outstanding represent 76.9% of the voting power and the outstanding preferred stock represent 23.1%.

6. The common and preferred stock held by Cities Service Power & Light Company represent 99.79% of the total voting power.

7. Public security holders owning $524,100 5% bonds due August 1, 1944 and $2,700 par value of 6% preferred stock have no voice in respect of the management of the company.

8. No dividends have ever been paid on the common stock of Spokane Gas & Fuel Company and no dividends have been paid on its preferred stock since July 1, 1912.

9. Spokane Gas & Fuel Company defaulted on the interest due on its 5% bonds payable on February 1, 1944, and on the sinking fund instalment due July 1, 1944.

10. Spokane Gas & Fuel Company has made no provision for refunding or otherwise meeting the maturity of its first mortgage bonds which will become due and payable on August 1, 1944.

It appearing to the Commission in the light of the foregoing that voting power is not fairly and equitably distributed among the security holders of Spokane Gas & Fuel Company, and that it is appropriate and in the public interest and in the interest of investors and consumers to institute proceedings with respect to Spokane Gas & Fuel Company, under section 11 (b) (2) of the Public Utility Holding Company Act of 1935, to determine whether certain orders should be entered, pursuant to the provisions of said act, for the purpose of fairly and equitably distributing voting power among the security holders of Spokane Gas & Fuel Company;

It is hereby ordered, That proceedings be and are hereby instituted pursuant to section 11 (b) (2) of the act, and that Spokane Gas & Fuel Company be, and is hereby, made Respondent in these proceedings; and

It is further ordered, That said Respondent shall file with the Secretary of the Commission on or before the 15th day of August, 1944, its answer, in the form prescribed by Rule U-25 of the general rules and regulations under the act, admitting, denying or otherwise explaining the position with respect to the allegations heretofore made in paragraphs 1 to 10 of this order. Such answer may also include a statement by Respondent of its views as to what action, if any, should be taken to bring about a fair and equitable distribution of voting power among the security holders of Spokane Gas & Fuel Company and as to what other action may be necessary or appropriate under the provisions of section 11 (b) (2) of said act with respect to said Respondent.

It is further ordered, That a hearing be held on the 21st day of August, 1944, at 10:00 a. m., e. w. t., at the offices of

the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia 3, Pennsylvania, in such room as may be designated on such date by the hearing room clerk in Room 318. All persons desiring to be heard or wishing to participate otherwise in the proceedings should notify the Commission in the manner provided by Rule XVH of its rules of practice on or before August 15, 1944.

It is further ordered, That without limiting the scope of the issues presented by these proceedings, particular attention will be directed at the hearings to the following matters and questions:

1. Whether voting power is unfairly or inequitably distributed among security holders of Spokane Gas & Fuel Company; and if so what action on the part of Respondent is necessary or appropriate pursuant to section 11 (b) (2) of the act, for the purpose of fairly and equitably distributing voting power among the security holders of Respondent;

2. Whether such action as may be necessary or appropriate for the purpose of fairly and equitably distributing voting power should include a reorganization of said company, and if so, what the terms and provisions of such reorganization should be including the treatment to be accorded the interests of Cities Service Power & Light Company in the Respondent;

3. What other or further action, if any, should be required to be taken by the Respondent to meet the requirements of the applicable sections of the Public Utility Holding Company Act of 1935, and particularly the requirements of section 11 (b) (2) of the act.

At the outset of said hearing, consideration will be given to such issues, if any, as may arise from the allegations in Paragraphs 1 to 10 hereof, and Respondent's answer hereinbefore provided for, and in any other papers filed herein by interested persons. To the extent that any allegations set forth above are not controverted in the Respondent's answer and are not controverted by any other interested person, such facts shall be deemed to be admitted for the purpose of this proceeding.

It is further ordered, That William W. Swift, or any other officer or officers of the Commission designated by it for that purpose, shall preside at the hearings in such matter. The officers so designated to preside at such hearings is hereby authorized to exercise all the powers granted to the Commission under section 18 (c) of said act. and to a trial examiner under the Commission's rules of practice.

It is further ordered, That notice of said hearing is hereby given to Spokane Gas & Fuel Company, to all security holders and customers of Spokane Gas & Fuel Company to Central Hanover Bank and Trust Company, Successor Trustee under the indenture securing the First Mortgage Bonds of Spokane Gas & Fuel Company, to the Department of Public Service of the State of Washington, and to all interested persons, said notice to be given to Spokane Gas & Fuel Company, Central Hanover Bank and Trust Company, and the Department of Public Service of the State of Washington by registered mail, and to all other persons by publication of this notice and order in the FEDERAL REGISTER and by a general release of this Commission distributed to the press and mailed to the mailing list for releases issued under the Public Utility Holding Company Act of 1935.

It is further ordered, That Spokane Gas & Fuel Company shall give additional notice of said hearing to the holders of its First Mortgage Bonds, by causing a copy of this notice and order to be mailed (a) to each registered owner of any of its outstanding First Mortgage Bonds addressed to them at their respective addresses shown on the registry book kept with respect to such registered bonds, and (b) to each person claiming to be the owner of any said bonds payable to bearer as shown by ownership certificates filed with Spokane Gas & Fuel Company during the period July 1, 1943 through July 25, 1944 in connection with the payment of interest on said bonds, pursuant to the provisions of the Internal Revenue Code and regulations of the Treasury Department.

It is further ordered, That Spokane Gas & Fuel Company shall cause to be published at least once during the week beginning August 6, 1944, and at least once during the week beginning August 13, 1944, a notice of said hearing, in a newspaper published and of general circulation in the City of Spokane, Washington and in the Borough of Manhattan in the City of New York.

It is further ordered, That jurisdiction be and is hereby reserved to separate, either for hearing, in whole or in part, or for disposition, in whole or in part, any of the issues or questions which may arise in these proceedings, and to take such other action as may appear necessary to the orderly and economical disposition of the issues involved.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-11184; Filed, July 27, 1944; 10:16 a. m.]

SURPLUS WAR PROPERTY ADMINISTRATION.

[Reg. 1, Supp. 1]

DISPOSAL OF SURPLUS PROPERTY BY FEDERAL AGENCIES

Scope of supplement. This supplement has three primary purposes:

(1) To extend the effectiveness of the Administration's Regulation No. 1, dated May 8, 1944 (9 F.R. 5096), as hereby amended, to surplus war property of all agencies, with the exceptions herein stated.

(2) To amend Regulation No. 1 in certain respects which are rendered desirable by its extension to cover surplus war property of all agencies.

(3) To amend Regulation No. 1 in additional respects found appropriate as the result of experience and by expanding its scope to include real estate not previously covered.

This supplement shall become effective on August 1, 1944.

Effectiveness. Regulation No. 1, as hereby amended, is hereby made effective with respect to surplus war property of all agencies, with the following exceptions and qualifications which are subject to change by further regulations:

(1) The Administration does not deem it feasible to assign to the disposal agencies herein named surplus war property of the Tennessee Valley Authority with respect to which that corporation has a statutory power and duty of disposal. That corporation, however, (a) shall coordinate its disposal policies and procedures with those of the disposal agencies hereunder so as to avoid competitive sales, (b) shall report surplus war property to the appropriate disposal agency for disposition whenever it deems such reporting consistent with its statutory duties and desirable in the interests of coordinated disposal, and (c) shall report to the appropriate office of the appropriate disposal agency, in such manner and at such times as each such disposal agency shall direct, all dispositions which would be under the jurisdiction of such disposal agency, or would be reported to such disposal agency, if this regulation were fully effective with respect to Tennessee Valley Authority.

(2) The Administration does not deem it feasible to assign to the disposal agencies herein named surplus war property in the possession or control of the foreign establishments of the State Department, when disposed of abroad in accordance with section IV-5 of the Foreign Service Regulations of the State Department.

(3) By direct action without formal amendment to this regulation, the Administration may exempt surplus war property, or any type or class thereof, in the control of any agency from the operation of some or all of the provisions hereof.

Amendments. Regulation No. 1 is hereby amended as follows:

1. Part I B (1) is amended to read as follows:

(1) All industrial real property, and all other real property of every character of which the owning agency is the War Department, the Navy Department, the United States Maritime Commission or Reconstruction Finance Corporation or a subsidiary thereof, including buildings and fixtures, other than real property disposed of under part I C, I E, or I F (2) hereof.

2. Part I E is amended to read as follows:

E. *National Housing Agency.* There is hereby assigned to the National Housing Agency for disposition all surplus war property of the class of housing property. Housing property shall be deemed to include community facilities financed through the National Housing Agency which are located on the sites of, or erected for or used in connection with, housing projects, in cases where, due consideration being given to the adjoining community's rights in or partial use of such facilities, disposition thereof in conjunction with the disposition of the housing project is deemed by the National Housing Agency to be desirable and in the public interest. Housing property shall not be deemed to include vacant land, or structures other than houses, remaining after the houses of a housing project have been removed, demolished or otherwise disposed of.

3. Part I F is amended to read as follows:

F. *Federal Works Agency.* There is hereby asisgned to the Federal Works Agency for disposition all surplus war property of the following classes:

(1) All non-industrial real property of every character, including buildings and fixtures, other than that disposed of under part I B or I E hereof.

(2) All comunity facilities financed through the Federal Works Agency.

4. Part II C (1) is amended by inserting the following sentence between the first and second sentences of subparagraph (b): "All reports of surplus war property which is non-industrial real property shall be made on Form SWPA-5 which shall be used in the manner set forth in the instructions accompanying such form."

5. Part II C (2) (a) is amended by changing the proviso therein so as to read as follows: "*Provided, however*, That (a) termination inventory property located within the continental United States, its territories and possessions may be reported to the appropriate regional office of Reconstruction Finance Corporation, and (b) where it proves impracticable to make a sufficiently complete segregation of the various classes of supply property of the Army or Navy similarly located, this regulation shall be deemed to be complied with if such supply property is reported to the appropriate regional office of the Procurement Division of the Treasury Department;"

Part II is further amended by adding the following paragraph at the end thereof:

D. *Where owning agency is disposal agency.* Where an owning agency determines property to be surplus to its needs and responsibilities, and such surplus war property is of a class which is assigned to that same agency as a disposal agency hereunder, the reporting procedures set forth above shall not be mandatory: *Provided, however*, That adequate book records shall at all times be maintained, in a manner submitted to and approved by the Administration, clearly segregating from all other property under the control of the agency, property which it has determined to be surplus and which it holds for disposition pursuant to this regulation, and that information as to property so held shall be made available for inspection, circulated and reported in the same manner as information with respect to surplus war property declared to it by other owning agencies. For purposes of this provision, the subsidiaries of Reconstruction Finance Corporation through which that Corporation acts in dispositions hereunder, and that Corporation itself, may be treated as a single agency.

(7) Part III C is amended by adding at the end thereof the following paragraph:

(6) *Miscellaneous.* Owning agencies may dispose of property produced as a result of industrial, research, agricultural or livestock operations, or residual to any public works construction or maintenance project, carried on by them, to the extent authorized by existing law, under established procedures and methods of the agency, if such procedures or methods have been filed with the Administration. Such sales shall be reported to the appropriate disposal agency in such manenr and at such times as such disposal agency shall direct.

8. Part III E is amended by adding the following subparagraph at the end of paragraph (2):

(c) In the case of surplus real property the owning agency will protect and maintain the property until disposed of by the disposal agency, unless the disposal agency shall theretofore assume responsibility for such protection and maintenance. Accountability for such property will remain in the owning agency until such disposition or assumption of responsibility by the disposal agency.

9. Part VIII is amended by adding the following sentence at the end thereof: "Except in cases of withdrawal of property by the owning agency pursuant to part III D (2) hereof, disposal agencies shall transfer surplus war property to acquiring agencies at the fair value thereof as fixed by the disposal agency, unless transfer without reimbursement or transfer of funds is specifically authorized by law."

10. Exhibit I is amended as follows:

a. In Group 19, Chemicals, the entire assignment of property to the Procurement Division of the Treasury Department is deleted.

b. In group 32, Electrical Machinery and Apparatus, the assignment of fuses to the Procurement Division of the Treasury Department is changed from "32 514 Plug Fuses" to "32 51 Fuses."

c. In Group 57, Indicating, Recording and Controlling Instruments and Accessories except watches and clocks, the assignment of thermometers to the Procurement Division of the Treasury Department is changed from "57 11 Thermometers" to "57 112—Glass Stemmed Laboratory Thermometers, 57 113—Glass Stemmed Clinical Thermometers, 57 114—Household and Commercial Thermometers, 57 119—Thermometers Not Elsewhere Classified."

d. In Group 65, Drugs and Medicines, the entire assignment of property to Reconstruction Finance Corporation is deleted.

W. L. CLAYTON, *Administrator.*

JULY 26, 1944.

[F. R. Doc. 44-11228; Filed, July 28, 1944; 10:24 a. m.]

[Reg. 2]

POLICIES FOR DISPOSAL BY RECONSTRUCTION FINANCE CORPORATION OF CERTAIN REAL ESTATE

Scope of regulation. This regulation establishes policies to be carried out by Reconstruction Finance Corporation in the disposal of surplus real estate, other than industrial real estate, assigned to it for disposal by the Administration's Regulation No. 1 as supplemented effective August 1, 1944.

The policies here stated are thus not made applicable to disposals of surplus industrial plants, housing property or community facilities. Such disposals present special problems with which the appropriate disposal agencies are familiar, and in some instances are governed by special statutory provisions.

The principles embodied in this regulation are nevertheless believed to be basically sound in connection with disposals of all types of surplus real estate, and it is recommended that they be observed in the disposal of industrial plants, housing property and community facilities to the extent consistent with the special problems and statutory requirements governing such disposals.

I. *Basic principles*—A. *Objectives.* In disposing of surplus war property consisting of real estate other than industrial, Reconstruction Finance Corporation shall seek to achieve the following objectives:

(1) To sell as promptly as possible at current values without undue disruption of the market.

(2) To sell outright, using leases only as temporary measures and reserving the right of Government recapture only if national defense so requires.

(3) To sell in family-sized parcels and to purchasers who will themselves put the land to productive use.

(4) To give former owners an opportunity to repurchase their land at current market value.

(5) To avoid sales to speculators or persons planning to combine small tracts into large ones for speculative purposes.

II. *Relations with Government Agencies*—A. *Consultation and assistance.* Reconstruction Finance Corporation shall request the War Department, the Navy Department, the Department of Justice, the Department of Agriculture, the Department of the Interior, the Public Buildings Administration, the National Housing Agency, the Civil Aeronautics Administration and such other agencies as Reconstruction Finance Corporation may from time to time select, each to designate a representative to serve on a Surplus Real Estate Advisory Committee to give advice, suggestions and recommendations to Reconstruction Finance Corporation with reference to the problems of real estate disposal. Reconstruction Finance Corporation may also call upon other Federal agencies for the performance of appropriate functions in connection with a disposal program or for the temporary assignment of technical personnel, on a loan reimbursable basis, for employment under Reconstruction Finance Corporation supervision.

Procedures shall be developed for consultation and cooperation of field agencies.

B. *Transfers to Federal agencies.* (1) Surplus land which has been used by an owning agency by permit from another Federal agency, shall be returned to the original Federal agency as soon as practicable. Such lands, however, which have Government owned improvements thereon, need not be returned to the original Federal agency until disposition has been made of the improvements.

(2) (a) Surplus land, upon request and proper authorization from another Federal agency, shall be transferred to the requesting agency; arrangements shall be made for suitable notice of the availability of surplus lands to agencies which seem likely to be interested.

(b) Submarginal and marginal lands, in certain instances, may be temporarily withheld from the market and called to the attention of the Federal agency which is usually interested or which usually administers such land, in order that it may conduct an investigation and request transfer to it of such land.

(c) Surplus lands which are intermingled with, contiguous or proximate to Federal land use projects and which are of the same general character as the original Federal project and suitable for inclusion therein, may be transferred to the Federal agency administering the primary area upon receipt of request and proper authorization. Such intermingled land further shall be temporarily withheld from sale and called to the attention of the interested Federal agency in order that it may conduct an investigation and request such transfer.

(d) Transfers made pursuant to paragraph 2 (a), 2 (b) or 2 (c) above shall be made for a reimbursable amount representing the fair market value, as determined by the Reconstruction Finance Corporation, unless a transfer without reimbursement or transfer of funds is valid under law.

(3) In general where restoration of lands, which are to be returned to other Federal agencies, has not been effected by the owning and declaring agencies, the Reconstruction Finance Corporation shall consult with the declaring agency and recommend to the Administration a course of action, when such appears feasible and the cost thereof reasonable, which may enable restoration of the land to be made.

C. *Transfers to State agencies.* Cases in which a preference to purchase or lease has been requested by States, counties, municipalities, or political subdivisions thereof, shall be referred by the Reconstruction Finance Corporation with full information and recommendations to the Administration for its decision.

III. *Commercial Sales*—A. *Disposal plans.* Reconstruction Finance Corporation shall establish procedures whereby, prior to disposing of any substantial land area, such as a camp site or air field, a general disposal plan for the entire area shall be prepared, with the recommendations of the appropriate field representatives, giving full consideration to views of local individuals, groups or organizations, and approved by Reconstruction Finance Corporation in Washington, D. C.

B. *Appraisals.* All disposals shall be preceded by appraisals obtained by Reconstruction Finance Corporation Disposing Loan Agencies. Appraisals shall be made only by experienced individuals who are qualified to do such work. Such individuals may be staff appraisers of Reconstruction Finance Corporation Disposing Loan Agencies, individuals employed on a loan reimbursable basis from other Federal agencies or independent appraisers in private business. Individuals making appraisals shall be selected from the local territory in which the land to be appraised is located. In sales projects, where a large number of tracts are to be sold, review spot check appraisals shall be made in the field and all appraisals shall be reviewed by qualified individuals designated as chief appraisers. The basis of appraising shall be the estimation of fair market value which may be defined as the highest price in terms of money which land will bring, if exposed for sale in the open market with reasonable time to find a purchaser, buying with a full knowledge of all the uses and purposes to which it is adapted and for which it is capable of being used. The estimated fair market value of any parcel of real estate shall be for its entirety although the estimated value of land and improvements may be indicated separately as a memorandum. All appraisal reports shall contain the appraiser's certification that he has no interest, direct or indirect, in the property or sale or disposition thereof. Appraisers shall be requested specifically to give full consideration to market values and trends in the territory where the property is located which he is appraising.

C. *Surveys, plats and layouts.* All real estate to be sold shall be adequately identified by legal description in order that prospective purchasers may know exactly where the property is located and its area. Surveys shall be made, when necessary, and markers or monuments will be placed on the land. While agricultural and other rural land should ordinarily be replotted into family-sized units, it is not contemplated that urban land will be replotted, unless replotting will permit more advantageous sales for the Government. Cooperation shall be maintained with local officials in the matter of providing for roads and other public utilities in replotting land. Orderly and complete disposal, maintenance of market stability and provision of full economic and productive opportunity to purchasers, may necessitate the subdividing of land into economic use or operating unit areas, without regard to the size of the original tracts acquired by the Government.

D. *Selection of buyers.* Every effort shall be made to find buyers who will purchase surplus real estate for use and not for speculation. Surplus land shall be sold only in useable units and shall not be sold in large blocks for speculation or to buyers who may wish to assemble large areas of land for speculative future use. When a land unit of sale approximates the original tract, the former owner shall ordinarily be granted a preference to buy at the fair market value as determined by the Reconstruction Finance Corporation. In other cases a preference shall usually be granted to former owners in the area being sold, to purchase any available tract at the fair market value as determined by the Reconstruction Finance Corporation. Such preferences shall be for a reasonable period following publication and written notice to the former owner at his last known address. Preferences referred to herein shall not be extended beyond actual former owners or surviving spouses.

E. *Sales methods and prices*—(1) *Prices.* Surplus war real estate shall be sold at fair market values or at prices representing a reasonable departure therefrom, regardless of its original cost.

(2) *Procedures.* Wide publicity and advertising shall be given to all sales. Advertising shall be through local newspapers and publications and sale signs shall be posted on lands to be sold. Sales may be made by informal bids, sealed bids, or by negotiation. Negotiated sales are considered preferable and should be used more extensively than other methods. Bids shall be subject to rejection, if offers are not considered satisfactory. Adequate cash deposits will be required with each bid. Sufficient time shall be allowed, in the terms of bids or offers from purchasers, to permit adequate consideration and for determinations by the Reconstruction Finance Corporation Board of Directors. In the event it is determined that surplus real estate cannot be sold within a reasonable period, it may be leased by short-term-leases in order to obtain the maximum return pending such time as it may be sold.

(3) *Brokers.* Where, in its judgment, disposals will thereby be made to the better advantage of the Government, Reconstruction Finance Corporation is authorized to utilize the services of approved and established real estate brokers. No exclusive listings of real estate shall, however, be made with brokers. Brokers shall not be paid a commission for leasing or selling real estate to another Government agency or to an individual, firm or corporation sponsored by another Government agency. Commissions not to exceed established conventional rates, ordinarily paid in a particular community, may be paid to brokers who perform the service of producing buyers and negotiating sales to them. Such commissions shall be paid only after sales transactions have been consummated and a further requirement shall be that the buyer will execute an affidavit to the effect that the broker to whom the commission is to be paid is the only broker whom he recognizes or had any dealings with in connection with the sale and that the broker did perform such services as are ordinarily performed by a broker in bringing buyer and seller together.

(4) *Salesmen.* Sales managers and salesmen may be individuals in the employ of the Reconstruction Finance Corporation Loan Agencies, individuals employed on a loan reimbursable basis from other Federal agencies or independent brokers. Salesmen shall be thoroughly instructed as to their duties and manner of performance before entering upon such duties.

F. *Financing.* The Reconstruction Finance Corporation shall assist in the financing and extending of credit terms to purchasers, calling to their attention the availability of the loan facilities of other Federal agencies, as well as life insurance companies, mortgage loan institutions and other private financing sources, and making such use of its own loan facilities as are consistent with its lending policies and needed to facilitate the disposal program. The amount of such financing and terms in each case, of course, will depend upon the loan policies of the agency or institution providing such accommodations. All sales, however, shall be firm and not speculative and adequate cash payments shall be required. Purchasers shall be required to provide insurance coverage to protect the interest of any mortgagee.

G. *Conveyances.* All conveyances of surplus real estate shall be by the usual quit claim deed or by other appropriate conveyance without representation or warranty. Purchasers may be permitted to copy or inspect any title papers which are in the possession of the Government, at their own expense and at a place designated by the Reconstruction Finance Corporation. Every facility now available to the Government shall be made available to purchasers to minimize the cost of title examination to them. Deeds may provide for a recapture clause in the event that land being conveyed may be required again by the Government in a future National emergency. Decisions as to whether conveyances will contain recapture clauses, shall be made after recommendations have been requested and received from the interested Government agencies such as War Department, Navy Department, Civil Aeronautics Authority, etc. In general, conveyance instruments shall be of such nature as to vest title in private ownership in order that real estate may be put back on a tax paying status. Sales contracts, in which the Government retains title may be made in exceptional cases when such procedure may be absolutely necessary. Such cases, however, shall be kept at a minimum.

H. *Records and publicity.* The Reconstruction Finance Corporation shall assemble and maintain adequate and comprehensive records which will indicate clearly the extent of investigation and analysis which it has made in developing disposal plans and in testing out the market prior to making sales. It shall also adopt procedures for keeping the public fully advised of its progress and plans with reference to the disposal of surplus real estate.

I. *Relations with Administration.* The Administration shall be consulted prior to the making of any major changes in the organization of Reconstruction Finance Corporation for the handling of real estate disposal, or in its mechanics, policies or procedures for such disposal, and also prior to the making of any major disposals which may involve questions of policy or the establishment of a precedent.

W. L. CLAYTON,
Administrator.

JULY 26, 1944.

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